



CITY OF MERCER ISLAND

CITY COUNCIL MEETING AGENDA

Monday
June 19, 2017
5:00 PM

Mayor Bruce Bassett
Deputy Mayor Debbie Bertlin
Councilmembers Dan Grausz, Jeff Sanderson,
Wendy Weiker, David Wisenteiner
and Benson Wong
Contact: 206.275.7793, council@mercergov.org
www.mercergov.org/council

All meetings are held in the City Hall Council Chambers at
9611 SE 36th Street, Mercer Island, WA unless otherwise noticed

“Appearances” is the time set aside for members of the public to speak to the City Council about any issues of concern. If you wish to speak, please consider the following points:
(1) speak audibly into the podium microphone, (2) state your name and address for the record, and (3) limit your comments to three minutes.
Please note: the Council does not usually respond to comments during the meeting.

REGULAR MEETING

CALL TO ORDER & ROLL CALL, 5:00 PM

AGENDA APPROVAL

STUDY SESSION

- (1) AB 5318 Residential Development Standards Code Amendments (continued 1st Reading)

SPECIAL BUSINESS

- (2) AB 5322 King County’s “Access for All” Ballot Measure Presentation

CITY MANAGER REPORT

APPEARANCES, 7:00 PM

CONSENT CALENDAR

- (3) Payables: \$182,856.75 (06/08/2017), \$747,796.80 (06/15/2017)
Payroll: \$805,367.66 (06/09/2017)
Minutes: May 15, 2017 Regular Meeting, June 12 Special Meeting.
AB 5321 City Council Rules of Procedure Amendments Adoption
AB 5310 NPDES Stormwater Code Update (2nd Reading & Adoption)
AB 5315 2017 Arterial and Residential Street Overlays Bid Award
AB 5295 Adoption of the 6 Year Transportation Improvement Program

REGULAR BUSINESS

- (4) AB 5316 Public Hearing on Freeman Avenue Street Vacation
- (5) AB 5317 I-90 Loss of Mobility Status Report
- (6) AB 5319 CenturyLink Cable Franchise (2nd Reading & Adoption)
- (7) AB 5320 Refunding of Outstanding 2009B Long Term General Obligation (LTGO) Bonds

OTHER BUSINESS

Councilmember Absences
Planning Schedule
Board Appointments
Councilmember Reports

EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 15 minutes

ADJOURNMENT



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

**AB 5318
June 19, 2017
Regular Business**

**STUDY SESSION ON THE RESIDENTIAL
DEVELOPMENT STANDARDS CODE
AMENDMENTS (CONTINUED 1ST READING)**

Proposed Council Action:

Continue the first reading of Ordinance No. 17C-15, provide staff with any requested changes, and advance Ordinance No. 17C-15 to second reading.

DEPARTMENT OF

Development Services Group (Evan Maxim)

COUNCIL LIAISON

n/a

EXHIBITS

1. Proposed Ordinance No. 17C-15 (with Attachment A)
2. Planning Commission Accompanying Recommendations
3. Residential Development Standards - Recommendation Summary Memorandum, dated May 31, 2017
4. Proposed Amendments to Planning Commission Recommendations, dated June 13, 2017
5. Peer review memorandum by Makers, dated June 15, 2017

2017-2018 CITY COUNCIL GOAL

2. Maintain the City's Residential Character

APPROVED BY CITY MANAGER

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

SUMMARY

On June 5, 2017, the City Council received the Planning Commission's recommendations related to amendments to the Residential Development Standards and continued first reading to June 19, 2017. As part of the continuing community engagement surrounding these amendments, the City Council held a public hearing on June 12, 2017 to receive citizen input on the proposed amendments. The Planning Commission's recommended amendments to the Residential Development Standards are attached as Exhibit 1 together with the Planning Commission's accompanying and additional recommendations attached as Exhibit 2. A summary of the Planning Commission's recommended amendments on the residential development standards is contained in Exhibit 3. Exhibits 1, 2 and 3 are identical to those reviewed by the City Council on June 5 and June 12, 2017.

Please also refer to Agenda Bill 5313 from the Council June 5, 2017 meeting, which includes the staff report, a summary of the written public comment, the Planning Commission's recommended code amendments, accompanying recommendations, and follow up work plan items (available on the City's website at <http://bit.ly/2rFUaZi>).

Following further review of the Planning Commission's recommended amendments and comments from the Council and public prior to and during the public hearing, the staff has also identified several proposed

substantive amendments to the Planning Commission's recommendation. A summary of these amendments, together with a brief rationale is contained in Exhibit 4; this summary also includes a staff recommendation to the City Council. The proposed amendments are purposefully written as policy statements for City Council review and direction. Staff does not intend to prepare draft code language unless direction is given by the Council on the proposed amendments.

As requested by Deputy Mayor Bertlin, the City's consultant, Makers, has peer reviewed the Planning Commission's recommended amendments to the Residential Development Standards, and provided their analysis in Exhibit 5.

RECOMMENDATION

Planning Manager

Continue the first reading and provide staff initial direction for changes to Ordinance No. 17C-15.

MOVE TO: Set Ordinance No. 17C-15, amending the City's residential development standards, for second reading and adoption on July 17, 2017.

**CITY OF MERCER ISLAND
ORDINANCE NO. 17C-15**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING
MERCER ISLAND CITY CODE TITLES 8, 17, AND 19 MICC ON
RESIDENTIAL DEVELOPMENT STANDARDS; PERMITTING
CORRECTION OF SCRIVENER'S ERRORS DURING CODIFICATION;
AUTHORIZING ISSUANCE OF INTERPRETATIONS AND RULES TO
ADMINISTER THE AMENDED CODE; PROVIDING FOR
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Mercer Island City Code (MICC) establishes development regulations that are intended to result in the implementation of the Mercer Island Comprehensive Plan pursuant to RCW 36.70A.040; and,

WHEREAS, the Mercer Island City Council determined that amendments to the development regulations were necessary to ensure that residential development was occurring consistent with the provisions of the Mercer Island Comprehensive Plan; and,

WHEREAS, the Mercer Island City Council directed the Planning Commission to review the residential development standards and provide a recommendation to the City Council; and,

WHEREAS, the Mercer Island Planning Commission engaged in a thorough review of the residential development standards, hosted three community meetings, held public hearings on April 5, 2017 and June 12, 2017, reviewed myriad written comments from the public, and held 14 public meetings to consider amendments to the residential development standards; and,

WHEREAS, the Mercer Island Planning Commission has unanimously recommended adoption of the proposed amendments to the residential development standards; and,

WHEREAS, the Mercer Island Comprehensive Plan Land Use Element and Housing Element establish numerous goals and policies that are implemented through the adoption of revised residential development standards; and,

WHEREAS, a SEPA Determination of Non Significance was issued by the City on March 20, 2017; and,

WHEREAS, the Washington Department of Commerce granted expedited review of the proposed amendments to the development regulations on April 20, 2017;

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

Section 1: **Adoption of amendments to Titles 8, 17, and 19 of the Mercer Island City Code.** The amendments to the Mercer Island City Code as set forth in Attachment "A" to this ordinance are hereby adopted.

Section 2: **Codification of the regulations.** The City Council authorizes the Development Services Group Director and the City Clerk to correct errors in Attachment A, codify the regulatory provisions of the amendment into Titles 8, 17, and 19 of the Mercer Island City Code, and publish the amended code.

Section 3: **Interpretation.** The City Council authorizes the Development Services Group Director to adopt administrative rules, interpret, and administer the amended code as necessary to implement the legislative intent of the City Council.

Section 4: **Severability.** If any section, sentence, clause or phrase of this ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance or the amended code section.

Section 5: **Effective Date.** This Ordinance shall take effect and be in force on 30 days after its passage and publication of a summary consisting of its title.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the _____ day of _____ 2017 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

Approved as to Form:

ATTEST:

Kari Sand, City Attorney

Allison Spietz, City Clerk

Date of Publication: _____

PLANNING COMMISSION – RECOMMENDATION DRAFT
Draft Zoning Text Amendments
Residential Development Standards

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NUISANCE CONTROL CODE

8.24.020 Types of nuisances

CONSTRUCTION ADMINISTRATIVE CODE

17.14.010 Adoption

GENERAL PROVISIONS

19.01.050 Nonconforming structures, sites, lots and uses.

19.01.070 Variance and deviation procedures.

RESIDENTIAL

19.02.010 Single-family.

19.02.020 Lot requirements.

19.02.030 Accessory dwelling units.

19.02.040 Garages and other accessory buildings.

19.02.050 Fences, retaining walls and rockeries.

SUBDIVISIONS

19.08.020 Application procedures and requirements.

19.08.030 Design standards.

19.08.040 Plat improvements.

19.08.050 Final plats.

PROPERTY DEVELOPMENT

19.09.090 Building pad.

19.09.100 Preferred practices.

TREES

19.10.010 Purpose

19.10.020 Permit required.

19.10.030 Exemptions.

19.10.040 Tree removal review and approval.

19.10.050 Tree removal – Not associated with development proposal.

19.10.060 Tree retention associated with development proposal.

19.10.070 Tree replacement required.

19.10.080 Tree protection standards.

19.10.090 Application requirements.

19.10.100 Trees on public property.

19.10.110 Seasonal development limitations

19.10.120 Rounding.

- 1 19.10.130 Nuisance abatement.
- 2 19.10.140 Appeals.
- 3 19.10.150 Enforcement.

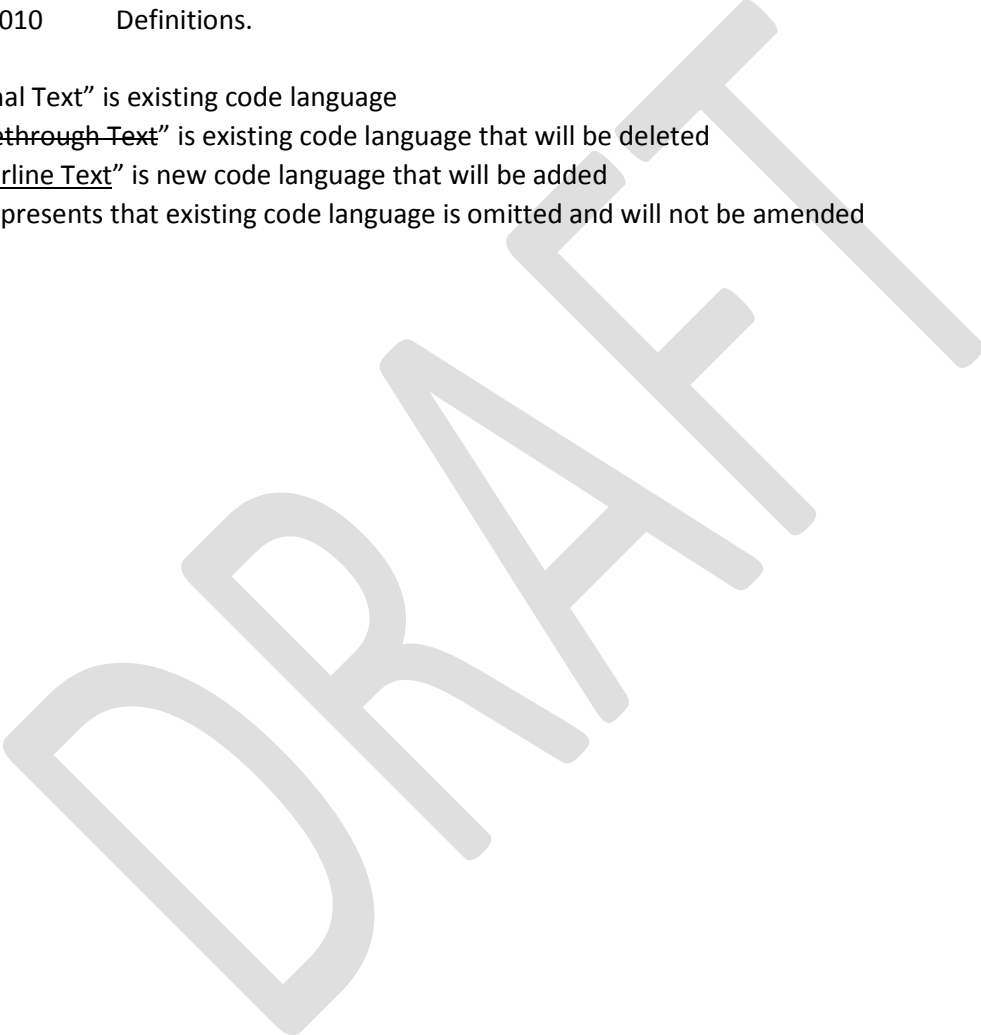
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5 ADMINISTRATION

- 6 19.15.010 General procedures.
- 7 19.15.020 Permit review procedures.

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9 DEFINITIONS

- 10 19.16.010 Definitions.

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12 "Normal Text" is existing code language
13 "~~Strikethrough Text~~" is existing code language that will be deleted
14 "Underline Text" is new code language that will be added
15 "... " represents that existing code language is omitted and will not be amended
16
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1 Chapter 8.24
2 NUISANCE CONTROL CODE
3

4 **8.24.020 Types of nuisances.**

5 Each of the following conditions, actions or activities, unless otherwise permitted by law, is declared to
6 constitute a public nuisance, and is subject to criminal enforcement and penalties as provided in this
7 chapter. In addition, or in the alternative, whenever the enforcement officer determines that any of
8 these conditions, actions or activities exist upon any premises or in any lake, river, stream, drainage way
9 or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

10 ...

11 ~~Q. Production of any of the following sounds or noises between the hours of 10 pm to 7 am on Mondays~~
12 ~~through Fridays, excluding legal holidays, and between the hours of 10 pm and 9 am on Saturdays and~~
13 ~~Sundays and legal holidays, except in the cases of bona fide emergency or under permit from the city~~
14 ~~building department in case of demonstrated necessity:~~

- 15 ~~1. Sounds caused by the construction or repair of any building or structure,~~
- 16 ~~2. Sounds caused by construction, maintenance, repair, clearing or landscaping,~~
- 17 ~~3. Sounds created by the installation or repair of utility services,~~
- 18 ~~4. Sounds created by construction equipment including special construction vehicles.~~

19 ~~It is intended that the sounds described in this subsection refer to sounds heard beyond the property~~
20 ~~line of the source;~~

21 Q. Sounds from permitted activity.

- 22 1. The intent of this section is to regulate sounds heard beyond the property line of the source
23 for activity authorized by a permit issued by the City.
- 24 2. Sounds shall only be allowed between the hours of 7am to 7pm on Mondays through
25 Fridays, and between the hours of 9am and 6pm on Saturdays.
- 26 3. Sounds shall be prohibited at any time of day on Sunday and legal holidays.
- 27 4. The following sounds are explicitly regulated by this section:
 - 28 a. Sounds caused by the construction or repair of any building or structure;
 - 29 b. Sounds caused by construction, maintenance, repair, clearing or landscaping;
 - 30 c. Sounds created by the installation or repair of utility services; and,
 - 31 d. Sounds created by construction equipment including special construction vehicles.
- 32 5. The enforcement officer may authorize a variance to this section pursuant to Chapter 173-
33 60 of the Washington Administrative Code (WAC).

1 Chapter 17.14
2 CONSTRUCTION ADMINISTRATIVE CODE

3
4 **17.14.010 Adoption.**

5 The Construction Administrative Code is hereby adopted as follows:

6 ...

7 105.5 Expiration.

8
9 1. Every permit issued shall expire two years from the date of issuance. For non-residential or
10 mixed use construction, ~~the~~ building official may approve a request for an extended expiration
11 date where a construction schedule is provided by the applicant and approved prior to permit
12 issuance.

13
14 2. The building official may approve a request to renew a permit if an additional fee has been
15 paid, a construction schedule and management plan is provided and approved, and no changes
16 have been made to the originally approved plans by the applicant. Every permit that has been
17 expired for one year or less may be renewed for a period of one year for an additional fee as
18 long as no changes have been made to the originally approved plans. Requests for permit
19 renewals shall be submitted prior to permit expiration. When determining whether to approve
20 a building permit renewal, the building official may consider whether a previously approved
21 construction schedule for the building permit has been adhered to by the applicant. In cases
22 where a construction schedule has not been adhered to due to reasonably unforeseeable
23 delays, the building official may authorize renewal of the permit. Renewed permits shall expire
24 3 years from the date of issuance of the original permit. The building official shall not authorize
25 a permit renewal if the construction schedule supplied with the renewal request will not result
26 in the completion of work within the time period authorized under the permit renewal. For
27 permits that have been expired for longer than one year, a new permit must be obtained and
28 new fees paid. No permit shall be renewed more than once.

29
30 3. Electrical, mechanical and plumbing permits shall expire at the same time as the associated
31 building permit except that if no associated building permit is issued, the electrical, mechanical
32 and/or plumbing permit shall expire 180 days from issuance.

33
34 4. The building official may authorize a 30-day extension to an expired permit for the purpose of
35 performing a final inspection and closing out the permit as long as not more than 180 days has
36 passed since the permit expired. The 30-day extension would commence on the date of written
37 approval. If work required under a final inspection is not completed within the 30-day extension
38 period, the permit shall expire. However, the building official may authorize an additional 30-
39 day extension if conditions outside of the applicant's control exist and the applicant is making a
40 good faith effort to complete the permitted work.

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43 105.6 Construction management plan and construction schedule.

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1. Every permit issued for the construction of a new single family home with a gross floor area of more than 6,000 square feet, or as required for a permit renewal under section 105, shall provide a construction management plan and a construction schedule for approval by the building official.
2. Every permit issued for the remodel or addition to a single family home that will result in the modification of more than 6,000 square feet gross floor area, or the addition of more than 3,000 square feet gross floor area, or as required for a permit renewal under section 105, shall provide a construction management plan and a construction schedule for approval by the building official.
3. The construction management plan shall include measures to mitigate impacts resulting from construction noise, deliveries and trucking, dust / dirt, use of the street for construction related staging and parking, off-site parking, and haul routes. The building official may require additional information as needed to identify and establish appropriate mitigation measures for construction related impacts.
4. The construction schedule shall identify major milestones, anticipated future phases, and anticipated completion dates. The construction schedule shall establish a timeline for completion of exterior and interior building related construction activity and site work. The construction schedule shall incorporate appropriate measures to address unforeseeable delays and shall provide for contingencies. The building official may require additional information or revisions to the construction schedule.
5. The building official is authorized to take corrective measures as needed to ensure adherence to the approved construction management plan and construction schedule.

1 Chapter 19.01
2 GENERAL PROVISIONS

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4 ...

5
6 **19.01.050 Nonconforming structures, sites, lots and uses.**

7
8 A. General.

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10 ...

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12 7. Deviations. Existing structures and sites resulting from the approval of a previous deviation
13 shall be considered “conforming” structures or sites, provided the structure or site complies
14 with the deviation approval. Structures and sites resulting from a prior deviation approval are
15 not subject to the provisions of Chapter 19.01 MICC
16

17
18 B. Repairs and Maintenance.

19
20 1. Ordinary Repairs and Maintenance. Ordinary repairs and maintenance of a legally
21 nonconforming structure are permitted. In no event may any repair or maintenance result in the
22 expansion of any existing nonconformity or the creation of any new nonconformity.

23
24 2. Decks. Repair and maintenance of a legally nonconforming deck, including total replacement,
25 is allowed, as long as there is no increase in the legal nonconformity and no new
26 nonconformances are created; provided, ~~in the R-8.4 zone,~~ any portion of a nonconforming deck
27 that is in a side yard and less than five feet from an interior lot line may be replaced only if the
28 deck is reconstructed to comply with current minimum side yard requirements.

29
30 ...

31
32 F. Nonconforming Sites.

33
34 1. Impervious Surface Coverage Limitation. A structure on a site that is legally nonconforming
35 because the maximum allowable surface coverage has been exceeded can be increased in
36 height and gross floor area (up to the maximum ~~height~~ permitted). No new impervious surfaces
37 are permitted outside the footprint of an existing structure unless the site is either brought into
38 conformance with all applicable impervious surface limitations or two square feet of legally
39 existing impervious surface is removed for every one square foot of new impervious surface.

40
41 2. Parking Requirements. These parking requirements apply to subsections (F)(2)(a) and (c) of
42 this section in the event of an intentional exterior alteration or enlargement, but do not apply in
43 the event of reconstruction following a catastrophic loss. In the event of catastrophic loss,
44 nonconforming parking may be restored to its previous legally nonconforming configuration.

1
2 a. Detached Single-family Dwelling Site. A proposed addition of more than 500 square
3 feet of gross floor area to a detached single-family dwelling site, ~~which that~~ is legally
4 nonconforming because it does not provide the number and type of parking spaces
5 required by current code provisions, shall provide parking spaces as provided by MICC
6 19.02.020(~~GE~~)(1).
7

8 b. Town Center. A structure in the Town Center that is legally nonconforming because it
9 does not provide the number and type of parking spaces required by current code
10 provisions shall provide parking spaces as required by MICC 19.11.130(B)(1)(a) and
11 subsections (1)(1) and (2) of this section, as applicable.
12

13 c. Sites Other Than for a Detached Single-Family Dwelling or in Town Center.
14

15 i. New Development and Remodels. A site other than those identified in
16 subsections (F)(2)(a) and (b) of this section that is legally nonconforming
17 because it does not provide the number or type of parking spaces required by
18 current code provisions shall provide parking spaces as required by the current
19 code provisions for the zone where the site is situated for all new development
20 and remodels greater than 10 percent of the existing gross floor area.
21

22 ii. Change of Use. A site other than those identified in subsection (F)(2)(a) and
23 (b) of this section that is legally nonconforming because it does not provide the
24 number or type of parking spaces required by current code provisions shall
25 provide parking spaces as required by the current code provisions for the zone
26 where the site is situated whenever there is a change of use.
27

28 3. Landscaping, Open Space and Buffer Requirements.

29 a. Regulated improvements. A site developed with a regulated improvement shall be
30 brought into conformance with current code requirements for landscaping, open space
31 and buffers, A site's landscaping, open space and buffers shall be brought into
32 conformance with current code requirements whenever a structure or use on the site
33 loses its legal nonconforming status. Landscaping, open spaces and buffers should be
34 brought into conformance with current code requirements as much as is feasible
35 whenever any changes are made to a legal nonconforming structure.

36 b. Single family landscaping. A site developed with a single family dwelling that is legally
37 nonconforming because the minimum landscaping required pursuant to Chapter 19.02
38 MICC has not been established or because maximum allowable hardscape has been
39 exceeded can be increased in height and gross floor area (up to the maximum height
40 and gross floor area permitted). No new hardscape or further reduction in landscaping
41 area is permitted unless:

42 i) The site is either brought into conformance with all applicable landscape
43 requirements; or,

- 1 ii) Two square feet of legally existing hardscape is removed for every one square
- 2 foot of new hardscape; or,
- 3 iii) Two square feet of landscaping area is provided for every one square feet of
- 4 additional non-landscaping area.

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9 **19.01.070 Variance and deviation procedures.**

10 An applicant for a permit under this development code may request a variance or deviation from those
11 numeric standards set out in the code that are applicable to the permit. The applicant shall make such a
12 request to the official or body designated in MICC 19.15.010 (E).

13
14 **A. Variance.**

15
16 1. An applicant may request a variance from any numeric standard applicable to the permit or
17 from any other standard that has been specifically designated as being subject to a variance.

18
19 2. A variance may be granted if the applicant demonstrates that the criteria set out in MICC
20 19.15.020(G)(4), and any additional variance criteria set out in the code section under which the
21 permit would be issued, are satisfied.

22
23 **B. Deviation.**

24 1. An applicant may request a deviation only from those numeric standards that have been
25 specifically designated as being subject to a deviation.

26 2. A deviation may be granted if the applicant demonstrates that the criteria set out in MICC
27 19.15.020(G)(5), and any additional deviation criteria set out in the code section under which
28 the permit would be issued, are satisfied.

1 Chapter 19.02
2 RESIDENTIAL

3
4 **19.02.005 Purpose and applicability.**

5 A. Purpose. The purpose of the residential chapter is to identify land uses and to establish development
6 standards that are appropriate within the residential zoning designations. The development standards
7 provide a framework for a site to be developed consistent with the policy direction of the adopted
8 Mercer Island Comprehensive Plan.

9
10 B. Applicability.

- 11 1. The provisions of this chapter shall apply to all development proposals in the R-8.4, R-9.6, R-
12 12, and R-15 zoning designations.
13 2. Unless otherwise indicated in this chapter, the applicant shall be responsible for the
14 initiation, preparation, and submission of all required plans or other documents prepared in
15 support of or necessary to obtain a permit and to determine compliance with this chapter.

16
17 **19.02.010 Single-family.**

18 ...
19
20
21 D. Building Height Limit. No building shall exceed 30 feet in height above the average building elevation
22 to the top of the structure except that on the downhill side of a sloping lot the building may extend to a
23 height of 35 feet measured from existing grade to the top of the exterior wall facade supporting the roof
24 framing, rafters, trusses, etc.; provided, the roof ridge does not exceed 30 feet in height above the
25 average building elevation. Antennas, lightning rods, plumbing stacks, flagpoles, electrical service leads,
26 chimneys and fireplaces and other similar appurtenances may extend to a maximum of five feet above
27 the height allowed for the main structure.

28
29 The formula for calculating average building elevation is as follows:

30
31 **Formula:**

32
33 Average Building Elevation = (Mid-point Elevation of Individual Wall Segment) x (Length of Individual
34 Wall Segment) ÷ (Total Length of Wall Segments)

35
36 See Appendix G, Calculating Average Building Elevation.

37
38 **E. Gross Floor Area.**

- 39
40 1. The gross floor area of a single-family structure shall not exceed 45 percent of the lot
41 area.

1 ~~2. Lots created in a subdivision through MICC 19.08.030(G), Optional Standards for~~
2 ~~Development, may apply the square footage from the open space tract to the lot area not to~~
3 ~~exceed the minimum square footage of the zone in which the lot is located.~~
4
5

6 **19.02.020 ~~Lot requirements~~Development Standards.**

7 A. Minimum Net Lot Area.

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9 R-8.4: The net lot area shall be at least 8,400 square feet. Lot
10 width shall be at least 60 feet and lot depth shall be at
11 least 80 feet.
12

13 R-9.6: The net lot area shall be at least 9,600 square feet. Lot
14 width shall be at least 75 feet and lot depth shall be at
15 least 80 feet.
16

17 R-12: The net lot area shall be at least 12,000 square feet. Lot
18 width shall be at least 75 feet and lot depth shall be at
19 least 80 feet.
20

21 R-15: The net lot area shall be at least 15,000 square feet. Lot
22 width shall be at least 90 feet and lot depth shall be at
23 least 80 feet.
24

25 1. Minimum net lot area requirements do not apply to any lot that came into existence before
26 September 28, 1960; ~~however structures may be erected on the lot only if those structures~~
27 ~~comply with all other restrictions governing the zone in which the lot is located. In order to be~~
28 ~~used as a building site, lots that do not meet minimum net lot area requirements shall comply~~
29 ~~with MICC 19.01.050(G)(3).~~
30

31 2. In determining whether a lot complies with the minimum net lot area requirements, the
32 following shall be excluded: the area between lateral lines of any such lot and any part of such
33 lot which is part of a street.
34

35 B. Street Frontage. No building will be permitted on a lot that does not front onto a street acceptable to
36 the city as substantially complying with the standards established for streets.
37

38 C. Yard Requirements.

39
40 1. Minimum. Except as otherwise provided in this section, each lot shall have front, rear, and
41 side yards not less than the depths or widths following:
42

43 a. Front yard depth: 20 feet or more.
44

1 b. Rear yard depth: 25 feet or more.

2
3 c. Side yards shall be provided as follows:

4 i. Total depth:

5 (1) For lots with a lot width of 90 feet or less, the sum of the side yards
6 depth shall be at least 15 feet.

7 (2) For lots with a lot width of more than 90 feet, the sum of the side
8 yards depth shall be a width that is equal to at least 17 percent of the
9 lot width.

10 ii. Minimum side yard depth:

11 (1) The minimum side yard depth abutting an interior lot line is 5 feet
12 or 33% of the side yard total depth, whichever is greater.

13 (2) The minimum side yard depth abutting a street is 10 feet.

14 iii. Variable side yard depth requirement: For lots with an area of 6,000 square
15 feet or more, the minimum side yard depth abutting an interior lot line shall be
16 increased as follows:

17 (1) Single family dwellings shall provide a minimum side yard depth of
18 7.5 feet if the building:

19 a. For non-gabled roof end buildings, the height is more than
20 15 feet measured from the finished grade to the top of the
21 exterior wall facade adjoining the side yard, or;

22 b. For gabled roof end buildings, the height is more than 18
23 feet measured from the finished grade to the top of the
24 gabled roof end adjoining the side yard.

25 (2) Single family dwellings with a height of more than 25 feet measured
26 from the finished grade to the top of the exterior wall facade
27 adjoining the side yard, shall provide a minimum side yard depth of
28 10 feet.

29
30 ~~depth: The sum of the side yards shall be at least 15 feet; provided, no side yard~~
31 ~~abutting an interior lot line shall be less than five feet, and no side yard abutting a street~~
32 ~~shall be less than 10 feet.~~

33
34 2. Yard Determination.

35
36 a. Front Yard. The front yard is the yard abutting an improved street from which the lot
37 gains primary access or the yard abutting the entrance to a building and extending the
38 full width of the lot. If this definition does not establish a front yard setback, the code
39 official shall establish the front yard based upon orientation of the lot to surrounding
40 lots and the means of access to the lot.

41
42 i. Waterfront Lot. On a waterfront lot, regardless of the location of access to the
43 lot, the front yard may be measured from the property line opposite and
44 generally parallel to the ordinary high water line.

1
2 b. Rear Yard. The rear yard is the yard opposite the front yard. The rear yard shall
3 extend across the full width of the rear of the lot, and shall be measured between the
4 rear line of the lot and the nearest point of the main building including an enclosed or
5 covered porch. If this definition does not establish a rear yard setback for irregular
6 shaped lots, the code official may establish the rear yard based on the following
7 method: The rear yard shall be measured from a line or lines drawn from side lot line(s)
8 to side lot line(s), at least 10 feet in length, parallel to and at a maximum distance from
9 the front lot line.

10
11 c. Corner Lots. On corner lots the front yard shall be measured from the narrowest
12 dimension of the lot abutting a street. The yard adjacent to the widest dimension of the
13 lot abutting a street shall be a side yard. If a setback equivalent to or greater than
14 required for a front yard is provided along the property lines abutting both streets, then
15 only one of the remaining setbacks must be a rear yard. This code section shall apply
16 except as provided for in MICC 19.08.030(F)(1).

17
18 d. Side Yard. Any yards not designated as a front or rear yard shall be defined as a side
19 yard.

20
21 3. Intrusions into Required Yards.

22
23 a. Minor Building Elements.

- 24 i. Except as provided in subsection "ii." below, Porches, chimney(s) and
25 fireplace extensions, window wells, and unroofed, unenclosed outside stairways
26 and decks shall not project more than three feet into any required yard. Eaves
27 shall not protrude more than 18 inches into any required yard.; ~~provided,~~
28 ii. ~~No~~ penetration shall be allowed into the minimum ~~five foot~~ side yard
29 setback abutting an interior lot line except where an existing flat roofed house
30 has been built to the interior side yard setback line and the roof is changed to a
31 pitched roof with a minimum pitch of 4:12, the eaves may penetrate up to 18
32 inches into the side yard setback.

33
34 b. Platforms, Walks, and Driveways. Platforms, walks, at-grade stairs, and driveways not
35 more than 30 inches above existing grade or finished grade may be located in any
36 required yard.

37
38 c. Fences, Retaining Walls and Rockeries. Fences, retaining walls and rockeries are
39 allowed in required yards as provided in MICC 19.02.050.

40
41 d. Garages and Other Accessory Buildings. Garages and other accessory buildings are not
42 allowed in required yards, except as provided in MICC 19.02.040.
43

1 e. Heat Pumps, Air Compressors, Air Conditioning Units, and Other Similar Mechanical
2 Equipment. Heat pumps, air compressors, air conditioning units, and other similar
3 mechanical equipment may be located within any required yard provided they will not
4 exceed the maximum permissible noise levels set forth in WAC 173-60-040, which is
5 hereby incorporated as though fully set forth herein. Any such equipment shall not be
6 located within three feet of any lot line.

7
8 f. Architectural Features. ~~Detached, F~~reestanding architectural features such as
9 columns or pedestals that designate an entrance to a walkway or driveway and do not
10 exceed 42 inches in height are allowed in required yards.

11
12 g. Other Structures. Except as otherwise allowed in this subsection (C)(3), structures
13 over 30 inches in height from existing grade or finished grade, whichever is lower, may
14 not be constructed in or otherwise intrude into a required yard.

15
16 4. Setback Deviation. The Code Official may approve a deviation to front and rear setbacks pursuant to
17 MICC 19.15.020.

18 ~~4. Setback Deviation. On any lot with a critical area that makes it impractical to locate a building~~
19 ~~pad on the lot except by intruding into required yards, the code official shall have discretion to~~
20 ~~grant a deviation from yard setbacks for single lots, subdivisions and lot line revisions.~~

21
22 ~~a. The city shall provide notice of the proposed action as required by MICC 19.15.020(D)~~
23 ~~and (E).~~

24
25 ~~b. The decision to grant the deviation shall be pursuant to procedures contained in MICC~~
26 ~~19.15.010(E) and 19.15.020(G)(5).~~

27
28 ~~c. In granting any such deviation, the code official may require the submission of any~~
29 ~~reasonably necessary information.~~

30
31 ~~d. Yard setbacks shall not be reduced below the following minimums:~~

32
33 ~~i. Front and rear setbacks may not be reduced to less than 10 feet each;~~

34
35 ~~ii. Side setbacks may not be reduced to less than five feet.~~

36
37 D. Gross Floor Area.

38
39 1. The gross floor area of all buildings shall not exceed the lesser of:

40 a. 40 percent of the lot area; and

41
42 b. The following limit shall apply to single family dwellings and accessory buildings
43 based upon the zoning designation of the lot upon which the building is established:

- i. R-8.4: 5,000 square feet.
- ii. R-9.6: 8,000 square feet.
- iii. R-12: 10,000 square feet.
- iv. R-15: 12,000 square feet.

2. Gross floor area calculation. The gross floor area is the sum of the floor area(s) bounded by the exterior faces of each building on a residential lot, provided:

- a. The gross floor area shall be 150% of the floor area of that portion of a room(s) with a ceiling height of 10 feet to 16 feet, measured from the floor surface to the ceiling.
- b. The gross floor area shall be 200% of the floor area of that portion of a room(s) with a ceiling height of more than 16 feet, measured from the floor surface to the ceiling.
- c. Stair cases shall be counted as a single floor for the first two stories accessed by the stair case. Each additional story above two stories, the stair case shall count as a single floor area. For example, a stair case with a 10 foot by 10 foot dimension that accesses three stories shall be accounted as 200 square feet (100 square feet for the first two stories, and 100 square feet for the third story).

3. The allowed gross floor area of a single family dwelling may be increased from 40 percent of the lot area to 45 percent of the lot area, provided:

a. The combined total gross floor area of the single family dwelling and accessory buildings does not exceed the maximum allowed pursuant to subsection MICC 19.02.020(D)(1)(b) above; and

b. The allowed gross floor area of accessory buildings that are not partially or entirely used for an accessory dwelling unit shall not be increased through the use of this provision; and

c. The lot contains:

i. An accessory dwelling unit associated with the application for a new single family home; or

ii. A single family dwelling with at least one floor designed to accommodate a person or persons having a handicap or disability, within the meaning of the Fair Housing Amendments Act (FHAA), 42 U.S.C. 3602(h) or the Washington Law Against Discrimination (WLAD), Chapter 49.60 RCW. To qualify under this subsection, the main floor of the single family dwelling shall be designed to provide the following, consistent with the following summary of Fair Housing Act design requirements with no exception for site impracticality:

- 1. An accessible building entrance with a minimum of 36 inches clear on an accessible route;
- 2. Accessible doors with a minimum 32 inch clear width opening;
- 3. Accessible routes into and through the building, including a minimum clear width of 36 inches, changes in floor height limited to a 1/4 inch or less;

4. Light switches, electrical outlets, thermostats, and other environmental controls are located no higher than 48 inches and no lower than 15 inches;
 5. Reinforced walls in bathrooms for later installation of grab bars;
 6. Usable kitchens and bathrooms as described in the Fair Housing Accessibility guidelines, as amended; and,
- d. The total gross floor area authorized pursuant to subsection "b." above shall not exceed 5,000 square feet.

4. Lots created in a subdivision through MICC 19.08.030(G), Optional Standards for Development, may apply the square footage from the open space tract to the lot area not to exceed the minimum square footage of the zone in which the lot is located.

E. Building Height Limit.

1. Maximum building height. No building shall exceed 30 feet in height above the average building elevation to the highest point of the roof.
2. Maximum building height on downhill building façade. The maximum building façade height on the downhill side of a sloping lot shall not exceed 30 feet in height measured from existing grade or finished grade, whichever is lower, to the top of the exterior wall façade supporting the roof framing, rafters, trusses, etc.
3. Antennas, lightning rods, plumbing stacks, flagpoles, electrical service leads, chimneys and fireplaces and other similar appurtenances may extend to a maximum of five feet above the height allowed for the main structure in subsections "1." and "2." above.
4. The formula for calculating average building elevation is as follows:

Formula:

Average Building Elevation = (Mid-point Elevation of Individual Wall Segment) x (Length of Individual Wall Segment) ÷ (Total Length of Wall Segments)

See Appendix G, Calculating Average Building Elevation.

F. Lot Coverage – Single family dwellings.

1. Applicability. This section shall apply to the development of single family dwellings including, but not limited to, the remodeling and construction of new single family dwellings. This section does not apply to regulated improvements.
2. Landscaping objective.

1 a. To ensure that landscape design reinforces the natural and wooded character of
2 Mercer Island, complements the site, the architecture of site structures and paved
3 areas, while maintaining the visual appearance of the neighborhood.

4
5 b. To ensure that landscape design is based on a strong, unified, coherent, and
6 aesthetically pleasing landscape concept.

7
8 c. To ensure that landscape plantings, earth forms, and outdoor spaces are designed to
9 provide a transition between each other and between the built and natural
10 environment.

11
12 d. To ensure suitable natural vegetation and landforms, particularly mature trees and
13 topography, are preserved where feasible and integrated into the overall landscape
14 design. Large trees and tree stands should be maintained in lieu of using new plantings.

15
16 e. To ensure planting designs include a suitable combination of trees, shrubs,
17 groundcovers, vines, and herbaceous material; include a combination of deciduous and
18 evergreen plant material; emphasize native plant material; provide drought tolerant
19 species; and exclude invasive species.

20
21 3. Lot coverage - landscaping Required.

22 a. Minimum area required. Development proposals for single family dwellings shall
23 provide the following minimum landscaping area based on the net lot area:

<u>Lot Slope</u>	<u>Maximum Lot Coverage (house, driving surfaces, and accessory buildings)</u>	<u>Landscaping Area Required (percentage of net lot area)</u>
<u>Less than 15%</u>	<u>40%</u>	<u>60%</u>
<u>15% to less than 30%</u>	<u>35%</u>	<u>65%</u>
<u>30% to 50%</u>	<u>30%</u>	<u>70%</u>
<u>Greater than 50% slope</u>	<u>20%</u>	<u>80%</u>

24 b. Hardscape, softscape, and driveways.

25 i. A minimum of 80% of the required landscaped area in subsection "a." above,
26 shall consist of softscape improvements.

27 ii. A maximum of 20% of the required landscaped area in subsection "a." above,
28 may consist of hardscape improvements including, but not limited to,
29 walkways, decks, etc. Provided that an at-grade, pervious sport court or similar
30 pervious recreational improvement with an area of up to 1,200 square is
31 exempt from the hardscape limitation within the landscaping area.

32 iii. Driveways are prohibited within the landscaping area.

33 For example, a flat lot with a net area of 10,000 square feet shall provide a minimum
34 6,000 square feet of landscaped area. Up to 1,200 square feet of the landscaped area
35 may be used for a walkway, patio, or deck or other hardscape area. An additional 1,200
36 square feet of the landscaped area may be used as an at-grade pervious sport court or
37 similar recreational area. The remainder of the area shall be used for softscape
38 improvements, such as landscaping, tree retention, etc.

1
2 3. ~~Deviation. The code official may grant a deviation, allowing an additional five percent of lot~~
3 ~~coverage over the maximum requirements; provided, the applicant demonstrates through the~~
4 ~~submittal of an application and supporting documentation that the proposal meets one of the~~
5 ~~following criteria:~~

6
7 a. ~~The proposal uses preferred practices, outlined in MICC 19.09.100, which are~~
8 ~~appropriate for the lot; or~~

9
10 b. ~~The lot has a unique shape or proportions (i.e., a flag lot, with a circuitous driveway~~
11 ~~corridor); or~~

12
13 c. ~~The proposal minimizes impacts to critical areas and provides the minimum extent~~
14 ~~possible for the additional impervious surfaces.~~

15
16 ~~The city shall provide notice for the proposed action as required by MICC 19.15.020(D) and (E),~~
17 ~~Administration.~~

18
19 4. ~~Variance. Public and private schools, religious institutions, private clubs and public facilities in~~
20 ~~single family zones with slopes of less than 15 percent may request a variance to increase the~~
21 ~~impervious surface to a maximum 60 percent impervious surface and such variance application~~
22 ~~will be granted if the hearing examiner determines that the applicant has demonstrated that the~~
23 ~~following criteria are satisfied:~~

24
25 a. ~~There will be no net loss of pervious surface from the existing pervious surface. No net loss~~
26 ~~will be determined by the code official and may be achieved by off site mitigation and/or by~~
27 ~~reconstructing existing parking areas to allow stormwater penetration. This replacement will be~~
28 ~~an exception to subsection (D)(2)(b) of this section prohibiting parking areas from being~~
29 ~~considered as pervious surfaces;~~

30
31 b. ~~All stormwater discharged shall be mitigated consistent with the most recent Washington~~
32 ~~State Department of Ecology Stormwater Management Manual for Western Washington,~~
33 ~~including attenuation of flow and duration. Mitigation will be required for any and all new and~~
34 ~~replaced impervious surfaces. In designing such mitigation, the use of a continuous simulation~~
35 ~~hydrologic model such as KCRTS or WWHM shall be required; event based models will not be~~
36 ~~allowed. In addition, mitigation designs shall utilize flow control best management practices~~
37 ~~(BMPs) and low impact development (LID) techniques to infiltrate, disperse and retain~~
38 ~~stormwater on site to mitigate the increased volume, flow and pollutant loading to the~~
39 ~~maximum extent feasible;~~

40
41 c. ~~The director must approve a storm drainage report submitted by the applicant and prepared~~
42 ~~by a licensed civil engineer assuring the city that city infrastructure, in concert with the project~~
43 ~~design, is adequate to accommodate storm drainage from the project site, or identifying~~

1 appropriate improvements to public and/or private infrastructure to assure this condition is
2 met, at the applicant's expense;

3
4 ~~d. A deviation under subsection (D)(3) of this section may not be combined to exceed this~~
5 ~~maximum 60 percent impervious surface coverage;~~

6
7 ~~e. The hearing procedures and public notice requirements set forth in MICC 19.15.020 shall be~~
8 ~~followed in connection with this variance proceeding.~~

9
10 GE. Parking.

11
12 1. 1-Applicability. This section shall apply to all new construction and remodels where more
13 than 40 percent of the length of the structure's external walls have been intentionally
14 structurally altered.

15 2. Parking required.

16 a. Each single-family dwelling shall have at least ~~three-two~~ parking spaces sufficient in
17 size to park a passenger automobile; provided, at least ~~two-one~~ of the stalls shall be
18 covered stalls.

19 b. ~~This provision shall apply to all new construction and remodels where more than 40~~
20 ~~percent of the length of the structure's external walls have been intentionally~~
21 ~~structurally altered;~~

22 c. ~~however, n~~No construction or remodel shall reduce the number of parking spaces
23 on the lot below the number existing prior to the project unless the reduced parking
24 still satisfies the requirements set out above.

25
26 2. Except as otherwise provided in this chapter, each lot shall provide parking deemed
27 sufficient by the code official for the use occurring on the lot; provided, any lot that contains
28 10 or more parking spaces shall also meet the parking lot requirements set out in Appendix
29 A of this development code.

30
31 HF. Easements. Easements shall remain unobstructed.

32
33 1. Vehicular Access Easements. No structures shall be constructed on or over any vehicular
34 access easement. A minimum ~~510~~-foot yard setback from the edge of any easement that affords
35 or could afford vehicular access to a property is required for all structures; provided, that
36 improvements such as gates, fences, rockeries, retaining walls and landscaping may be installed
37 within the ~~105~~-foot yard setback so long as such improvements do not interfere with emergency
38 vehicle access or sight distance for vehicles and pedestrians.

39
40 2. Utility and Other Easements. No structure shall be constructed on or over any easement for
41 water, sewer, storm drainage, utilities, trail or other public purposes unless it is permitted within
42 the language of the easement or is mutually agreed in writing between the grantee and grantor
43 of the easement.

1
2 I. Large lots. The intent of this section is to ensure that the construction of a single family dwelling on a
3 large lot does not preclude compliance with applicable standards related to subdivision or short
4 subdivision of the large lot. Prior to approval of a new single family dwellings and associated site
5 improvements, accessory buildings, and accessory structures on large lots, the applicant shall complete
6 one of the following:

7
8 1. Design for future subdivision. The proposed site design that shall accommodate potential
9 future subdivision of the lot as follows:

10
11 a. The proposed site design shall comply with the applicable design requirements of
12 Chapters 19.08 Subdivision, 19.09 Development, and 19.10 Trees MICC.

13
14 b. The proposed site design shall not result in a circumstance that would require the
15 removal of trees identified for retention, as part of a future subdivision.

16
17 c. The proposed site design shall not result in a circumstance that would require
18 modifications to wetlands, watercourses, and associated buffers as part of a future
19 subdivision.

20
21 d. Approval of a site design that could accommodate a potential future subdivision does
22 not guarantee approval of such future subdivision approval, nor does it confer or vest
23 any rights to a future subdivision.

24
25 2. Subdivide. Prior to application for a new single family dwelling, the property is subdivided or
26 short platted to create all potential lots and building pads permitted by zoning. The proposed
27 single family dwelling shall be located on a lot and within a building pad resulting from a
28 recorded final plat.

29
30 3. Limit subdivision. Record a notice on title, or execute a covenant, easement, or other
31 documentation approved by the city, prohibiting further subdivision of the large lot for a period
32 of five (5) years from the date of final inspection or certificate of occupancy.

33
34 J. Building Pad. New buildings shall be located within a building pad established pursuant to Chapter
35 19.09 MICC. Intrusions into yard setbacks authorized pursuant to MICC 19.02.020(C)(3) may be located
36 outside of the boundaries of the building pad.

37
38 ...

39
40 **19.02.040 Garages, ~~and~~ other accessory buildings, and accessory structures.**

41 A. Accessory buildings, including garages, are not allowed in required yards except as herein provided.

42
43 B. Attached Accessory Building. An attached accessory building shall comply with the requirements of
44 this code applicable to the main building.

1
2 C. Detached Accessory Buildings and Accessory Structures.

3 1. Gross Floor Area.

4 a. The combined total gross floor area for one or more accessory building(s) shall not
5 exceed 25 percent of the total gross floor area allowed on a lot within applicable zoning
6 designations pursuant to MICC 19.02.020. For example, on a lot where the total
7 allowed gross floor area is 5,000 square feet, the combined total gross floor area for all
8 accessory buildings is 1,250 square feet.

9
10 b. The gross floor area for a detached accessory building that is entirely or partially used
11 for an accessory dwelling unit, may be increased by the floor area authorized pursuant
12 to MICC 19.02.020(D)(3).

13
14 2. Height.

15 a. Detached accessory buildings, except for buildings that contain an accessory dwelling
16 unit, are limited to a single story and shall not exceed 17 feet in height above the
17 average building elevation to the highest point of the roof. Average building elevation is
18 calculated using the methodology established in MICC 19.02.020(E)(4).

19
20 b. Detached accessory buildings that are entirely or partially used for an accessory
21 dwelling unit, shall meet the height limits established for the primary building.

22
23 3. Detached Accessory buildings are not allowed in required yard setbacks; provided, one
24 detached accessory building with a gross floor area of 200 square feet or less and a height of 12
25 feet or less may be erected in the rear yard setback. If such an accessory building is to be
26 located less than five feet from any property line, a joint agreement with the adjoining property
27 owner(s) must be executed and recorded with the King County Department of Records and
28 thereafter filed with the city.

29
30 4. Accessory structures. The maximum height of an accessory structure that are not also
31 accessory buildings, shall not exceed 17 feet. The height of an accessory structure is measured
32 from the top of the structure, to the existing grade or finished grade, whichever is lower,
33 directly below the section of the structure being measured.

34
35 D. Garages and Carports. Garages and carports may be built to within 10 feet of the front property line if
36 the front yard of the lot, measured at the midpoint of the wall of the garage closest to the front yard
37 property line, is more than four feet above or below the existing grade at the point on the front
38 property line closest to the midpoint of the wall of the garage at its proposed location. The height of
39 such garage shall not exceed 12 feet from existing grade for that portion built within the front yard.

40
41 E. Pedestrian Walkways. Enclosed or covered pedestrian walkways may be used to connect the main
42 building to a garage or carport. Enclosed pedestrian walkways shall not exceed six feet in width and 12
43 feet in height calculated from finished grade or 30 feet above average building elevation, whichever is
44 less. (Ord. 08C-01 § 1; Ord. 01C-06 § 1; Ord. 99C-13 § 1).

1
2
3 **19.02.050 Fences, retaining walls and rockeries.**

4 A. Location in Required Yard. Fences, retaining walls and rockeries may be located within any required
5 yard as specified below.

6
7 B. Location in Street.

8
9 1. Fences. No fence shall be located in any improved street. Fences may be allowed in
10 unimproved public streets subject to approval of the city engineer and the granting of an
11 encroachment agreement as required by MICC 19.06.060.

12
13 2. Retaining Walls and Rockeries. Retaining walls and rockeries may be allowed in any street
14 subject to the approval of the city engineer and the granting of an encroachment agreement
15 covering any public street as required by MICC 19.06.060.

16
17 C. Height Measurement.

18
19 1. Fences / gates. The height of a fence or gate is measured from the top of the fence or gate,
20 including posts, to the existing grade or finished grade, whichever is lower, directly below the
21 section of the fence or gate being measured.

22
23 2. Retaining Walls and Rockeries. The height of a retaining wall or rockery is measured from the
24 top of the retaining wall or rockery to the existing grade or finished grade, whichever is lower,
25 directly below the retaining wall or rockery.

26
27 D. Retaining Walls and Rockeries – Requirements.

28
29 1. Building Permit. A building permit is required for retaining walls or rockeries not exempted
30 from permit by Section 105.2 of the Construction Administrative Code, Chapter 17.14 MICC.

31
32 2. Engineer. Any rockery requiring a building permit shall be designed and inspected by a
33 licensed geotechnical engineer.

34
35 3. Drainage Control. Drainage control of the area behind the rockery shall be provided for all
36 rockeries.

37
38 4. Maximum Height in Required Yard – Cut Slopes.

39 a. No retaining walls or rockeries, or any combination of retaining walls or rockeries, to
40 the extent used to protect a cut or cuts into existing grade within any required yard,
41 shall exceed a total of 144 inches in height.

42 b. All retaining walls and/or rockeries within a required yard shall be included in
43 calculating the maximum height of 144 inches. ~~Such retaining walls or rockeries, or~~
44 ~~combination of retaining walls or rockeries, may~~

1 c. Retaining walls or rockeries may be topped by a fence up to 72 inches in height as
2 provided in MICC 19.02.050(E). or, if within that portion of any required yard that
3 lies within 20 feet of any improved street, by a fence up to 42 inches in height.
4

5 5. Maximum Height in Required Yard – Fill Slopes.

6 a. No retaining walls or rockeries, or any combination of retaining walls or rockeries, to
7 the extent used to raise grade and protect a fill slope, shall exceed a total of 72
8 inches in height within any required yard shall result in an increase in the finished
9 grade by more than 72 inches at any point.

10 b. All retaining walls and/or rockeries within a required yard shall be included in
11 calculating the maximum height of 72 inches.

12 c. Retaining walls or rockeries may be topped by a fence as provided in MICC
13 19.02.050(E).

14
15 A fence or guardrail may be placed on top of such retaining wall or rockery, but in no
16 event shall the combined height of the fence and any retaining wall or rockery
17 exceed 72 inches; provided, rockeries, retaining walls, fences, or any combination
18 thereof, are limited to a maximum height of 42 inches within that portion of any
19 required yard which lies within 20 feet of any improved street.
20

21 E. Fences and gates.

22
23 1. Maximum Height in Fences or gates in Required Yard.

24 a. Height limits.

25 i. Fences, gates, or any combination of retaining walls, rockeries and fences are
26 allowed to a maximum height of 72 inches within the required side or rear
27 yards, except as provided in subsection (D)(4) of this section.

28 ii. Fences, gates, or any combination of retaining walls, rockeries and fences are
29 allowed to a maximum height of 42 inches within required front yards.

30 b. Exceptions to height limits.

31 i. No fence shall exceed a maximum height of 72 inches.

32 ii. Fences within front yards may be designed to incorporate an open
33 latticework or similar architectural feature at the entrance of a
34 walkway, provided the total height of the entryway feature shall not
35 exceed 90 inches and the remaining fences shall not exceed 72 inches.
36 The open latticework or architectural feature shall be designed such
37 that at least 50 percent of its total surface area consists of evenly
38 distributed open spaces.

39 iii. Fences or gates located within the front yard may have a maximum
40 height of 72 inches, provided:

- 41 1. The proposed fence or gate is located along a property line
42 contiguous to either: Island Crest Way north of SE 53rd Place, or SE
43 40th Street between 92nd Avenue SE and 78th Avenue SE; and

2. For regulated improvements, deviations shall be reviewed by the design commission under the procedures and criteria set forth in MICC 19.15.040.

~~GF.~~ Electric and Barbed Wire Fences. Electric fences and barbed wire fences are not allowed.

~~HG.~~ Exceptions. These provisions do not apply to fences required by state law to enclose public utilities, or to chain link fences enclosing school grounds or public playgrounds, or to screens used for safety measures in public recreation areas such as ballfields.

...

19.02.60 Lot Coverage – Regulated improvements.

A. Applicability. This section shall apply to regulated improvements (for example, schools or religious buildings) in the residential zoning designations of R-8.4, R-9.6, R-12, and R-15. This section does not apply to new single family dwellings or residential accessory buildings:

~~B1.~~ Maximum Impervious Surface Limits for Lots. The total percentage of a lot that can be covered by impervious surfaces (including buildings) is limited by the slope of the lot for all single-family zones as follows:

Lot Slope	Lot Coverage (limit for impervious surfaces)
Less than 15%	40%*
15% to less than 30%	35%
30% to 50%	30%
Greater than 50% slope	20%

*Public and private schools, religious institutions, private clubs and public facilities (excluding public parks or designated open space) in single-family zones with slopes of less than 15 percent may be covered by the percentage of legally existing impervious surface that existed on May 1, 2006, as determined by the code official.

~~C2.~~ Exemptions. The following improvements will be exempt from the calculation of the maximum impervious surface limits set forth in subsection ~~“(D)(1B.)”~~ of this section:

~~a1.~~ Decks/Platforms. Decks and platforms constructed with gaps measuring one-eighth inch or greater between the boards which provide free drainage between the boards as determined by the code official shall be exempt from the calculation of maximum impervious surface limits so long as the surface below the deck or platform is not impervious.

1
2 2b. Pavers. Pavers installed with a slope of five percent or less and covering no more than 10
3 percent of the total lot area will be calculated as only 75 percent impervious. Provided,
4 however, that all pavers placed in driveways, private streets, access easements, parking areas
5 and critical areas shall be considered 100 percent impervious.
6

7 ~~c. Patios/Terraces. Uncovered patios/ terraces constructed of pavers shall be exempt~~
8 ~~from the maximum impervious surface limits.~~
9

10 d3. Pedestrian-Oriented Walkways. Uncovered pedestrian walkways constructed with gravel or
11 pavers not to exceed 60 inches in width shall be exempt from the maximum impervious surface
12 limits.
13

14 e4. Public Improvements. Open storm water retention/detention facilities, public rights-of-way
15 and public pedestrian trails shall be exempt from the maximum impervious surface limits.
16

17 5f. Rockeries/Retaining Walls. Rockeries and retaining walls shall be exempt from the maximum
18 impervious surface limits.
19

20 6g. Residences for religious leaders located on properties use by places of worship.
21

22 ai. A structure primarily used as a residence for a religious leader provided by its
23 congregation and located on the same lot or lots as the improvements for a church,
24 synagogue, mosque, or other place of worship, shall be exempt from the maximum
25 impervious surface limits, subject to the limitations under subsection "bii." below. All
26 impervious surface areas directly and commonly associated with the residence such as,
27 but not limited to, the footprint of the residence, an attached or detached garage, a
28 patio and/or deck not otherwise exempted by MICC 19.02.0260(DC)(21)(a) and (e3), and
29 a driveway not otherwise used for general access to the place of worship, shall be
30 exempt.
31

32 bii. A residence and its associated impervious improvements, as described above, may
33 only be exempted if 4,999 square feet or less or up to 20% of lot area, whichever is less.
34 For these purposes, lot area means the lot or lots on which the place of worship is
35 located.
36

37 ciii. ~~Impervious surface~~ Lot coverage exceeding 60% shall not be allowed whether by
38 variance ~~pursuant to~~ MICC 19.02.0620(D) or by this exemption.
39

40 D. Variance. Regulated improvements in the R-8.4, R-9.6, R-12, and R-15 zoning designations may
41 request a variance to increase impervious surface pursuant to MICC 19.15.020(G).
42

1 Chapter 19.07
2 ENVIRONMENT

3
4 ...

5 **19.07.040 Review and construction requirements.**

6 ...

7 C. Setback Deviation. An applicant may seek a deviation from required front and back yard setbacks
8 pursuant to MICC-~~19.15.020~~~~19.02.020(C)(4)~~.

9

10 D. Variances. Variances ~~pursuant to MICC 19.01.070~~ are not available to reduce any numeric
11 requirement of this chapter. However, the allowed alterations and the reasonable use exception
12 allowed pursuant to MICC [19.07.030](#) may result in city approvals with reduced numeric requirements.

13 ...

14

15

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1 Chapter 19.08
2 SUBDIVISIONS

3
4 ...

5
6 **19.08.020 Application procedures and requirements.**

7 A. Applications for short subdivisions or alterations or vacation thereof, and lot line revisions shall be
8 reviewed by the code official. Applications for long subdivisions or alteration or vacation thereof shall
9 before the hearing examiner who shall make recommendations to the city council.

10
11 B. The code official may grant a variance, with restrictions if deemed necessary, from the four-acre
12 limitation for purpose of permitting short subdivision of property containing more than four acres into
13 four or less lots when all of the following circumstances shall be found to apply:

- 14 1. That there are special circumstances applicable to the particular lot, such type of ownership,
15 restrictive covenants, physiographic conditions, location or surroundings, or other factors;
- 16 2. That the granting of the variance will not result in future uncoordinated development nor
17 alter the character of the neighborhood; and
- 18 3. That granting the variance will not conflict with the general purposes and objectives of the
19 comprehensive plan or the development code.
20

21
22 C. Applicants shall prepare a concept sketch of the proposal for the preapplication meeting required
23 under MICC 19.09.010(A).
24

25
26 D. Preliminary Application Contents. In addition to any documents, information, or studies required
27 under Chapter 19.07 MICC, Critical Areas Environment, Chapter 19.10, Trees, or any other Chapter of
28 Title 19 MICC, an application for a long subdivision, short subdivision, or a lot line revision shall include
29 the documents set forth below and any other document or information deemed necessary by the code
30 official upon notice to the applicant. All documents shall be in the form specified by the code official and
31 shall contain such information as deemed necessary by the code official. The applicant shall submit the
32 number of copies of each document specified by the code official.
33

34
35 1. Development Application Cover Form. The development application cover form shall be
36 signed by all current property owners listed on the plat certificate, and shall list the legal parcel
37 numbers of all property involved in the project.

38
39 2. Long Subdivision, Short Subdivision, or Lot Line Revision Plan. The applicant shall provide
40 copies of fully dimensioned plans of the project prepared by a Washington registered civil
41 engineer or land surveyor, meeting the requirements of Chapter 19.07 MICC, Environment, and
42 containing any other information deemed necessary by the code official. The city engineer may
43 waive the requirement that an engineer or surveyor prepare the plans for a short subdivision or
44 lot line revision. The submitted plans shall ~~demonstrate that a~~ identify the proposed building

1 pad ~~has been designated location~~ for each proposed lot ~~per-pursuant to~~ MICC 19.09.090. ~~No~~
2 ~~cross-section dimension of a designated building pad shall be less than 20 feet in width.~~
3

4 3. Plat Certificate. Applicant shall provide a plat certificate issued by a qualified title insurance
5 company not more than 30 days before filing of the application showing the ownership and title
6 of all parties interested in the plat. If the plat certificate references any recorded documents (i.e.
7 easements, dedications, covenants, etc.) copies of those documents shall also be provided.
8

9 4. Legal Documents. Applicants shall provide copies of each of the following documents (if
10 applicable):
11

12 a. Proposed restrictive covenants.

13 b. Draft deeds to the city for any land to be dedicated.

14 c. Proposed easements.
15
16

17
18 5. Project Narrative. Applicants shall provide a clear and concise written description and
19 summary of the proposed project.
20

21 6. Neighborhood Detail Map. Applicants shall provide copies of a map drawn at a scale specified
22 by the code official showing the location of the subject site relative to the property boundaries
23 of the surrounding parcels within approximately 1,000 feet, or approximately 2,500 feet for
24 properties over four acres. The map shall identify the subject site with a darker perimeter line
25 than that of the surrounding properties.
26

27 7. Topography Map. The applicant shall provide copies of a topographical map showing the
28 existing land contours using vertical intervals of not more than two feet, completed and signed
29 by a Washington licensed surveyor. For any existing buildings, the map shall show the finished
30 floor elevations of each floor of the building. Critical slopes exceeding 30 percent must be
31 labeled and delineated by a clearly visible hatching.
32

33 8. Detailed Grading Plan. If the grade differential on the site of the proposed project will exceed
34 24 inches and/or if the amount of earth to be disturbed exceeds 50 cubic yards, the applicant
35 shall provide copies of a detailed grading plan drawn by a Washington licensed engineer.
36

37 9. Street Profiles. The applicant shall provide copies of a street profile showing the profiles and
38 grades of each street, together with typical cross sections indicating:
39

40 a. Width of pavement;

41 b. Location and width of sidewalks, trails, bike lanes, ditches, swales, etc.; and
42

43 c. Location of any utility mains.
44

1
2 10. Geotechnical Report. The applicant shall provide a geotechnical report meeting the
3 requirements of Chapter 19.07 MICC, Critical Lands. This requirement may be waived by the city
4 Engineer under the criteria set out in MICC 19.07.010.
5

6 11. Utility Plan. Conceptual plan showing the locations of existing and proposed utilities.
7

8 ~~E. Notice.~~

9
10 ~~1. Short Subdivisions and Lot Line Revisions. Public notice of an application for a short~~
11 ~~subdivision or a lot line revision shall be made in accordance with the procedures set forth in~~
12 ~~MICC 19.15.020.~~

13
14 ~~2. Long Subdivisions.~~

15
16 ~~a. Public notice of a long subdivision application shall be made at least 10 days prior to~~
17 ~~the open record hearing on the application in accordance with the procedures set forth~~
18 ~~in MICC 19.15.020 for an administrative or discretionary act; provided, notice shall also~~
19 ~~be published at least 10 days prior to the hearing in a newspaper of general circulation~~
20 ~~within the city.~~

21
22 ~~b. If the owner of a proposed long subdivision owns land adjacent to the proposed long~~
23 ~~subdivision, that adjacent land shall be treated as part of the long subdivision for notice~~
24 ~~purposes, and notice of the application shall be given to all owners of lots located within~~
25 ~~300 feet of the proposed long subdivision or the applicant's adjacent land.~~

26
27 ~~3. The city shall provide written notice to the Department of Transportation of an application for~~
28 ~~a long subdivision or short subdivision that is located adjacent to the right of way of a state~~
29 ~~highway. The notice shall include a legal description of the long subdivision or short subdivision~~
30 ~~and a location map.~~

31
32 ~~E.F. Preliminary Application Procedure.~~

33
34 1. Findings of Fact. All preliminary approvals or denials of long subdivisions or short subdivisions
35 shall be accompanied by written findings of fact demonstrating that:

36
37 a. The project does or does not make appropriate provisions for the public health,
38 safety, and general welfare and for such open spaces, drainage ways, streets or roads,
39 alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks
40 and recreation, playgrounds, schools and schoolgrounds and all other relevant facts,
41 including sidewalks and other planning features that assure safe walking conditions for
42 students who only walk to and from school;

43
44 b. The public use and interest will or will not be served by approval of the project; and

1
2 c. The project does or does not conform to applicable zoning and land use regulations.
3

4 2. Short Subdivisions and Lot Line Revisions. The code official shall grant preliminary approval
5 for a short subdivision or lot line revision if the application is in proper form and the project
6 complies with the design standards set out in MICC 19.08.030, the comprehensive plan, and
7 other applicable development standards.
8

9 3. Long Subdivisions.

10
11 a. At an open record hearing the planning commission shall review the proposed long
12 subdivision for its conformance with the requirements of MICC 19.08.030, the
13 comprehensive plan, and other applicable development standards.
14

15 b. The planning commission shall make a written recommendation on the long
16 subdivision, containing findings of fact and conclusions, to the city council not later than
17 14 days following action by the planning commission.
18

19 c. Upon receipt of the planning commission's recommendation, the city council shall at
20 its next public meeting set the date for the public hearing where it may adopt or reject
21 the planning commission's recommendations.
22

23 d. Preliminary approval of long subdivision applications shall be governed by the time
24 limits and conditions set out in MICC 19.15.020(E); except the deadline for preliminary
25 plat approval is 90 days, unless the applicant consents to an extension of the time
26 period.
27

28 4. Conditions for Preliminary Approval. As a condition of preliminary approval of a project, the
29 city council in the case of a long subdivision, or the code official in the case of a short subdivision
30 ~~or lot line revision~~, may require the installation of plat improvements as provided in MICC
31 19.08.040 which shall be conditions precedent to final approval of the ~~long-subdivision, short~~
32 ~~subdivision, or lot line revision~~.
33

34 ~~5. Expiration of Approval.~~

35
36 ~~a. Once the preliminary plat for a long subdivision has been approved by the city, the~~
37 ~~applicant has five years to submit a final plat meeting all requirements of this chapter to~~
38 ~~the city council for approval.~~
39

40 ~~b. Once the preliminary plat for a short subdivision has been approved by the city, the~~
41 ~~applicant has one year to submit a final plat meeting all requirements of this chapter. A~~
42 ~~plat that has not been recorded within one year after its preliminary approval shall~~
43 ~~expire, becoming null and void. The city may grant a single one-year extension, if the~~

1 applicant submits the request in writing before the expiration of the preliminary
2 approval.

3
4 ~~c. In order to revitalize an expired preliminary plat, a new application must be~~
5 ~~submitted.~~
6

7 56. No Construction Before Application Approval. No construction of structures, utilities, storm
8 drainage, grading, excavation, filling, or land clearing on any land within the proposed long
9 subdivision, short subdivision, or lot line revision shall be allowed prior to preliminary approval
10 of the application and until the applicant has secured the permits required under the Mercer
11 Island City Code.
12

13 **19.08.030 Design standards.**

14 A. Compliance with Other Laws and Regulations. The proposed subdivision shall comply ~~with~~ with
15 ~~arterial, capital facility, and land use elements of the comprehensive plan;~~ all other chapters of ~~the~~
16 ~~development code~~ Title 19 MICC; the Shoreline Management Act; and other applicable city, state, and
17 federal legislation.
18

19 B. Public Improvements.

- 20
- 21 1. The subdivision shall be reconciled as far as possible with current official plans for acquisition
22 and development of arterial or other public streets, trails, public buildings, utilities, parks,
23 playgrounds, and other public improvements.
24
 - 25 2. If the preliminary plat includes a dedication of a public park with an area of less than two
26 acres and the donor has designated that the park be named in honor of a deceased individual of
27 good character, the city shall adopt the designated name.
28

29 C. Control of Hazards.

- 30
- 31 1. Where the project may adversely impact the health, safety, and welfare of, or inflict expense
32 or damage upon, residents or property owners within or adjoining the project, other members
33 of the public, the state, the city, or other municipal corporations due to flooding, drainage
34 problems, critical slopes, unstable soils, traffic access, public safety problems, or other causes,
35 the city council in the case of a long subdivision, or the code official in the case of a short
36 subdivision ~~or lot line revision~~, shall require the applicant to adequately control such hazards or
37 give adequate security for damages that may result from the project, or both.
38
 - 39 2. If there are soils or drainage problems, the city engineer may require that a Washington
40 registered civil engineer perform a geotechnical investigation of each lot in the project. The
41 report shall recommend the corrective action likely to prevent damage to the areas where such
42 soils or drainage problems exist. Storm water shall be managed in accordance with the criteria
43 set out in MICC 15.09.030 and shall not increase likely damage to downstream or upstream
44 facilities or properties.

1
2 3. Alternative tightline storm drains to Lake Washington shall not cause added impact to the
3 properties, and the applicant shall submit supportive calculations for storm drainage detention.
4

5 D. Streets, Roads and Rights-of-Way.
6

7 1. The width and location of rights-of-way for major, secondary, and collector arterial streets
8 shall be as set forth in the comprehensive arterial plan.
9

10 2. Public rights-of-way shall comply with the requirements set out in MICC 19.09.030.
11

12 3. Private access roads shall meet the criteria set out in MICC 19.09.040.
13

14 4. Streets of the proposed subdivision shall connect with existing improved public streets, or
15 with existing improved private access roads subject to easements of way in favor of the land to
16 be subdivided.
17

18 E. Residential Lots.
19

20 1. The area, width, and depth of each residential lot shall conform to the requirements for the
21 zone in which the lot is located. Any lot which is located in two or more zones shall conform to
22 the zoning requirements determined by the criteria set out in MICC 19.01.040(G)(2).
23

24 2. Each side line of a lot shall be approximately perpendicular or radial to the center line of the
25 street on which the lot fronts.
26

27 3. The proposed subdivision shall identify the location of building pads for each proposed lot per
28 MICC 19.09.090. No cross-section dimension of a designated building pad shall be less than 20
29 feet in width.
30

31 4. The proposed subdivision shall incorporate preferred development practices pursuant to
32 MICC 19.09.100 where feasible.
33

34 5. The proposed subdivision shall be designed to comply with the provisions of Chapter 19.10
35 MICC.
36

37
38 F. Design Standards for Special Conditions.
39

40 1. Subdivisions abutting an arterial street as shown on the comprehensive arterial plan shall be
41 oriented to require the rear or side portion of the lots to abut the arterial and provide for
42 internal access streets.
43

1 2. Where critical areas meeting the criteria set out in Chapter 19.07 MICC are present within the
2 subdivision, the code official or city council may:

3
4 a. Require that certain portions of the long subdivision or short subdivision remain
5 undeveloped with such restrictions shown on the official documents;

6
7 b. Increase the usual building set-back requirements; and/or

8
9 c. Require appropriate building techniques to reduce the impact of site development.
10

11 G. Optional Standards for Development. In situations where designing a ~~long subdivision or short~~
12 subdivision to the requirements of subsections A through F of this section would substantially hinder the
13 permanent retention ~~trees; interfere with the protection critical areas of wooded or steep areas or other~~
14 ~~natural features~~; preclude the provision of parks, playgrounds, or other noncommercial recreational
15 areas for neighborhood use and enjoyment; or would negatively impact the physiographic features
16 and/or existing ground cover of the subject area, the applicant may request that the project be
17 evaluated under the following standards:

18
19 1. The use of the land in the long subdivision or short subdivision shall be one permitted in the
20 zone in which the long subdivision or short subdivision is located.

21
22 2. The number of lots shall not exceed the number that would otherwise be permitted within
23 the area being subdivided, excluding the shorelands part of any such lot and any part of such lot
24 that is part of a street.

25
26 3. An area suitable for a private or public open space tract shall be set aside for such use.

27
28 4. The lots may be of different areas, but the minimum lot area, minimum lot width, and
29 minimum lot depth shall each be at least 75 percent of that otherwise required in the zone in
30 which the long subdivision or short subdivision is located. In no case shall the lot area be less
31 than 75 percent of that otherwise required in the zone. Lot size averaging must be incorporated
32 if lot width or depth requirements are 75 percent of the minimum that would otherwise be
33 required for the zone without utilizing the optional development standards. Any designated
34 open space or recreational tract shall not be considered a lot.

35
36 5. The ownership and use of any designated open space or recreational tract, if private, shall be
37 shared by all property owners within the long subdivision or short subdivision. In addition, a
38 right of entry shall be conveyed to the public to be exercised at the sole option of the city
39 council if such area shall cease to be an open space or recreational tract.
40

41
42 6. The open space or recreational tract must remain in its approved configuration and be
43 maintained in accordance with approved plans. Any deviation from the foregoing conditions
44 must receive expressed approval from the ~~planning commission~~ Hearing Examiner.

1
2 **19.08.040 Plat improvements.**

3 A. Streets, Utilities and Storm Drainage. The ~~long subdivision, short subdivisions, or lot line revision~~ shall
4 include provisions for streets, water, sanitary sewers, storm drainage, utilities and any easements or
5 facilities necessary to provide these services. All utilities shall be placed underground unless waived by
6 the city engineer. Detailed plans for these provisions shall not be required until after the approval of the
7 preliminary plat and shall be a condition precedent to the official approval of the subdivision.

8
9 B. Performance Bond. The owner(s) of a project shall deposit with the city a performance bond or funds
10 for a set-aside account in an amount equal to 150 percent of the cost of the required improvements, as
11 established by the city engineer. Such security shall list the exact work that shall be performed by the
12 owner(s) and shall specify that all of the deferred improvements shall be completed within the time
13 specified by the city engineer, and if no time is so specified, then not later than one year. The city may
14 also require a bond or set-aside account securing the successful operation of improvements or survival
15 of required landscaping for up to two years after final approval.

16
17 C. Site Supervision. Any and all services performed by city employees in field inspection of construction
18 of plat improvements, clearing, and/or grading processes, shall be charged to the developer at 100
19 percent of direct salary cost, plus 35 percent of such cost for overhead. Any outside consultants retained
20 by the city to evaluate any phase of plat design or construction shall be charged at actual cost, plus any
21 additional administrative costs. Billings tendered to the owner(s) shall be payable within 30 days.

22
23 D. Construction Seasons. Either the city engineer or the building official may:

- 24
25 1. Limit the construction project to a specific seasonal time period.
26
27 2. Prevent land clearing, grading, filling, and foundation work on lots with critical slopes or
28 geologic hazard areas between October 1 and April 1, as set out in MICC 19.07.020; and
29
30 3. Require short term soil and drainage control measures such as, but not limited to: hemping,
31 seeding, gravel or light asphalt base roads, temporary siltation and detention ponds. (Ord. 99C-
32 13 § 1).

33
34
35 **19.08.050 Final plats.**

36
37 ...

38
39 C. Contents of the Final Plat. All final plats submitted to the city shall meet the requirements set out in
40 Chapter 58.09 RCW, Chapter 332-130 WAC, and those requirements set out below.

41
42 Final plats submitted to the city shall consist of one mylar and one copy containing the information set
43 out below. The mylar and copy shall be 18 inches by 24 inches in size, allowing one-half inch for borders.
44 If more than one sheet is required for the mylar and copy, each sheet, including the index sheet, shall be

1 the specified size. The index sheet must show the entire subdivision, with street and highway names and
2 block numbers.

3
4 1. Identification and Description.

5
6 a. Name of the long subdivision, short subdivision or lot line revision.

7
8 b. A statement that the long subdivision or short subdivision has been made with the
9 free consent and in accordance with the desires of the owner or owners.

10
11 c. Location by section, township and range, or by other legal description.

12
13 d. The name and seal of the registered engineer or the registered land surveyor.

14
15 e. Scale shown graphically, date and north point. The scale of the final plat shall be such
16 that all distances and bearings can be clearly and legibly shown thereon in their proper
17 proportions. Where there is a difference between the legal and actual field distances
18 and bearings, both distances and bearings shall be shown with the field distances and
19 bearings shown in brackets.

20
21 f. A description of property platted which shall be the same as that recorded in
22 preceding transfer of said property or that portion of said transfer covered by plat.
23 Should this description be cumbersome and not technically correct, a true and exact
24 description shall be shown upon the plat, together with original description. The correct
25 description follow the words: "The intent of the above description is to embrace all the
26 following described property."

27
28 g. A vicinity map showing the location of the plat relative to the surrounding area.

29
30 2. Delineation.

31
32 a. Boundary plat, based on an accurate traverse, with angular and lineal dimensions.

33
34 b. Exact location, width, and name of all streets within and adjoining the plat, and the
35 exact location and widths of all roadways, driveways, trail easements. The name of a
36 street shall not duplicate that of any existing street in the city, unless the platted street
37 be a new section or continuation of the existing street.

38
39 c. True courses and distances to the nearest established street lines or official
40 monuments which shall accurately describe the location of the plat.

41
42 d. Municipal, township, county or section lines accurately tied to the lines of the
43 subdivision by courses and distances.

1 e. Radii, internal angles, points of curvature, tangent bearings and lengths of all arcs.

2
3 f. All easements for rights-of-way provided for public services or utilities. Utility
4 easements shall be designated as public or private.

5
6 g. All lot and block numbers and lines, with accurate dimensions in feet and hundredths.
7 Blocks in numbered additions to subdivisions bearing the same name may be numbered
8 or lettered consecutively through the several additions. The square footage for each lot
9 less vehicular easements shall be shown.

10
11 h. Accurate location of all monuments, which shall be concrete commercial monuments
12 four inches by four inches at top, six inches by six inches at bottom, and 16 inches long.
13 One such monument shall be placed at each street intersection and at locations to
14 complete a continuous line of sight and at such other locations as are required by the
15 engineer.

16
17 i. All plat meander lines or reference lines along bodies of water shall be established
18 above the ordinary high water line of such water.

19
20 j. Accurate outlines and legal description of any areas to be dedicated or reserved for
21 public use, with the purpose indicated thereon and in the dedication; and of any area to
22 be reserved by deed covenant for common uses of all property owners.

23
24 k. Critical areas as identified under Chapter 19.07 MICC.

25
26 l. Corner pins made of rebar with caps.

27
28 m. Designated building pads pursuant to MICC 19.09.090.

29
30 3. Other Marginal Data on Final Plat.

31
32 a. If the plat is subject to dedications to the city or any other party, the dedications shall
33 be shown and shall be duly acknowledged. The plat shall also contain a waiver of all
34 claims for damages against the city which may be occasioned to the adjacent land by
35 the established construction, drainage and maintenance of any streets dedicated to the
36 city.

37
38 b. A copy of the protective covenants, if any.

39
40 c. Certification by Washington registered civil engineer or land surveyor to the effect
41 that the plat represents a survey made by that person and that the monuments shown
42 thereon exist as located and that all dimensional and geodetic details are correct.

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d. Proper forms for the approvals of the city engineer and the mayor, on behalf of the city council, in the case of a long subdivision; or the city engineer and the code official in the case of short subdivisions or lot line revisions, with space for signatures.

e. Certificates by the county assessor showing that the taxes and assessments on the land to be submitted have been paid in accordance with law, including a deposit for the taxes for the following year.

f. Approval by the county department of records.

g. Conditions of approval created at preliminary subdivision approval that affect individual lots or tracts.

DRAFT

1 Chapter 19.09
2 PROPERTY DEVELOPMENT

3
4 **19.09.040 Private access roads and driveways.**

5 A. The following are the minimum requirements for private access roads. To accommodate fire
6 suppression and rescue activities, the Mercer Island fire chief may require that the widths of private
7 access roads or driveways or the size of turn-arounds be increased or that turn-arounds be provided
8 when not otherwise required by this section.

9
10 B. All private access roads serving three or more single-family dwellings shall be at least 20 feet in width.
11 All private access roads serving ~~less than two three~~ single-family dwellings shall be at least 16 feet in
12 width, with at least 12 feet of that width consisting of pavement and the balance consisting of well
13 compacted shoulders.

14
15 C. All corners shall have a minimum inside turning radius of 28 feet.

16
17 D. All private access roads in excess of 150 feet in length, measured along the centerline of the access
18 road from the edge of city street to the end of the access road, shall have a turn-around with an inside
19 turning radius of 28 feet.

20
21 E. All cul-de-sacs shall be at least 70 feet in diameter; provided, cul-de-sacs providing access to three or
22 more single-family dwellings shall be at least 90 feet in diameter.

23
24 F. Driveways serving one single family dwelling shall be at least 8 feet in width. Driveways providing
25 vehicle access to parking for regulated improvements shall comply with the parking lot dimension
26 requirements of Appendix A.

27
28 ~~FG.~~ Gradient.

29
30 1. No access road or driveway shall have a gradient of greater than 20 percent.

31
32 2. For all access roads and driveways with a gradient exceeding 15 percent, the road surface
33 shall be cement concrete pavement with a brushed surface for traction. Access roads and
34 driveways with gradients of 15 percent or less may have asphalt concrete surface.

35
36 ...

37
38 **19.09.090 Building pad.**

39 A. Designation. New subdivisions ~~must~~ shall designate a building pad for each lot as follows:

- 40
41 1. The ~~applicant must determine the building pad shall be located to minimize or prevent~~
42 impacts as indicated in the following: location of a building pad by considering
43 a. Removal of trees and vegetation required for retention pursuant to Chapter 19.10
44 MICC shall be prevented;

- 1 b. -Disturbance of the existing, natural topography as a result of anticipated
2 development within the building pad shall be minimized;-
3 c. Impacts to critical areas and critical area buffers shall be minimized, consistent with
4 the provisions of Chapter 19.07 MICC; and,
5 the relationship of the proposed building pad to existing/proposed homes.

6 Access to the building pad ~~must~~ shall be consistent with the standards ~~for driveway access~~
7 contained in MICC 19.09.040.

8
9 2. Building pads shall not be located within:

- 10 a. Required setbacks;
11 b. Streets or rights of way; and; yard setbacks, rights of way and
12 c. Critical areas or its buffers; provided, however, building pads may be located within
13 landslide-geohazard hazard areas when all of the following are met: {
14 i. a) A qualified professional determines that the criteria of MICC 19.07.060(D),
15 Site Development, is satisfied; (b)
16 ii. b) Building pads are sited to minimize impacts to the extent reasonably
17 feasible; and
18 ii. (c) b) Building pads are not located in steep slopes or within 10 feet from the
19 top of a steep slope, unless such slopes, as determined by a qualified
20 professional, consist of soil types determined not to be landslide prone.

21
22 3. No cross-section dimension of a building pad shall be less than 20 feet in width.

23
24 B. No Designated Building Pad ~~Area~~.

- 25
26 1. New development proposals on a lot ~~On lots~~ without a previously designated building pad area,
27 development shall be located shall establish a building pad outside of critical areas unless
28 otherwise allowed by Chapter 19.07 MICC. consistent with the provisions of MICC 19.09.090(A)
29 above.
30
31 2. A building pad on a large lot shall also comply with the provisions of 19.09.100.

32
33 C. New buildings shall be located within the building pad established by subsection "A." or "B." above.

34
35
36 **19.09.100 Preferred practices.**

37 The applicant must use reasonable best efforts to comply with Proposed development shall incorporate
38 all of the following preferred development practices where feasible:

39
40 A. Use common access drives and utility corridors.

41
42 B. Development, including roads, walkways and parking areas in critical areas, should be avoided, or if
43 not avoided, adverse impacts to critical areas will be mitigated to the greatest extent reasonably
44 feasible.

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C. Retaining walls should be designed to minimize grading, including the placement of fill, on or near an existing natural slope used to maintain existing natural slopes in place of graded artificial slopes.

DRAFT

1 Chapter 19.10

2 TREES

3
4 **19.10.010 Purpose.**

5 Protecting, enhancing, and maintaining trees are key community values expressed in the Mercer Island
6 Comprehensive Plan. The purpose of this chapter is to establish standards and procedures that will
7 result in the retention of trees on Mercer Island.

8
9 The city recognizes that trees:

- 10 A. Contribute to the residential character on Mercer Island;
11 B. Provide a public health benefit;
12 C. Provide wind protection, ecological benefits to wetlands and watercourses, and aid in the
13 stabilization of geologically hazardous areas;
14 D. Improve surface water quality and control and benefit Lake Washington; and,
15 E. Reduce noise and air pollution.

16
17 The city further acknowledges that the value of protecting, enhancing, and maintaining trees should be
18 balanced with the other community goals of:

- 19 F. Reasonable enjoyment and use of private property by the property owner; and,
20 G. Providing delivery of reliable utility service.

21
22 **19.10.020 Permit required.**

23 Permit approval is required to cut, or remove directly or indirectly through site grading, any large tree
24 unless the activity is exempted pursuant to MICC 19.10.030. Permit approval may take the form of a
25 tree removal permit or, alternatively, tree removal may be authorized through another construction
26 permit approval. For example a homeowner who wishes to remove a large tree may apply for a tree
27 removal permit, while a property owner building an addition to an existing home, may request tree
28 approval as part of the building permit approval.

29
30 **19.10.030 Exemptions.**

31 Except where undertaken within critical areas and associated buffers, or on public property, the
32 following activities are exempt from the permitting, retention, and protection provisions of this chapter:

- 33 A. Emergency tree removal. Any hazardous tree that poses an imminent threat to life or property may
34 be removed. The city must be notified within fourteen (14) days of the emergency tree removal with
35 evidence of the threat for removing the tree to be considered exempt from this chapter. The code
36 official may require that the property owner obtain a permit and / or require replacement, if the city
37 arborist determines:
38 1. That the emergency tree removal was not warranted; or
39 2. The removed tree was retained as part of a prior approval of a permit or as a condition of land
40 use approval.
41 B. Small tree removal. Removal of trees that meet the definition of small trees.
42 C. Undesired / nuisance tree removal. Removal of Alder, Bitter Cherry, or Black Cottonwood, Norway
43 Maple, Horse Chestnut, Portugal Laurel and any plant identified in the weeds of concern, noxious, or
44 invasive weed lists established by Washington State or King County, as amended.

1 D. View easement / covenants. Tree removal required to enable any person to satisfy the terms and
2 conditions of any covenant, condition, view easement or other easement, or other restriction
3 encumbering the lot that was recorded on or before July 31, 2001;

4 E. Tree pruning. Tree pruning, as defined in MICC 19.16.010, on private property.

5
6 **19.10.040 Tree removal review and approval.**

7 A. R-8.4, R-9.6, R-12, and R-15 zoning designations - Tree removal not associated with a development
8 proposal. For example, tree removal for the maintenance of a landscaped yard area, which is not
9 associated with a new subdivision or new construction.

10 1. Tree removal not associated with a development proposal and located within critical areas,
11 critical area buffers, or the shoreline jurisdiction shall comply with the applicable provisions of
12 Chapter 19.07 MICC.

13 2. Applications for tree removal not associated with a development proposal shall provide
14 sufficient information to the City arborist to document the location, diameter, and species of the
15 tree removed pursuant to 19.10.090(A). The City arborist may require additional information to
16 confirm compliance with the provisions of Chapter 19.07 MICC.

17
18 B. R-8.4, R-9.6, R-12, and R-15 zoning designations - Tree removal associated with a development
19 proposal. For example, tree removal that will allow for the construction of a new home, an addition, or
20 associated with the approval of a new subdivision.

21 1. Tree removal associated with a development proposal shall comply with all of the provisions
22 of this chapter in addition to the applicable requirements of Chapter 19.07 MICC.

23 2. Applications for tree removal associated with a development proposal shall comply with MICC
24 19.10.090.

25
26 C. Commercial or multifamily zoning designations - Tree removal. A tree permit is required and will be
27 granted if it meets any of the following criteria:

28 1. It is necessary for public safety, removal of hazardous trees, or removal of diseased or dead
29 trees;

30 2. It is necessary to enable construction work on the property to proceed and the owner has
31 used reasonable best efforts to design and locate any improvements and perform the
32 construction work in a manner consistent with the purposes set forth in MICC 19.10.010;

33 3. It is necessary to enable any person to satisfy the terms and conditions of any covenant,
34 condition, view easement or other easement, or other restriction encumbering the lot that was
35 recorded on or before July 31, 2001; and subject to MICC 19.10.0980(A)(2)(B);

36 4. It is part of the city's forest management program or regular tree maintenance program and
37 the city is the applicant;

38 5. It is desirable for the enhancement of the ecosystem or slope stability based upon
39 professional reports in form and content acceptable to the city arborist.

40
41
42 D. Design Commission review required in commercial zones. A tree permit for a development proposal,
43 resulting in regulated improvements located in a commercial zone, that has previously received design

1 commission approval, must first be reviewed, and approved by the city's design commission prior to
2 permit issuance by the city.

3
4 E. Public property.

- 5 1. A private property owner may apply for a tree permit to prune or cut trees on any city street,
6 pursuant to MICC 19.10.100.
7 2. Pruning or cutting of trees within a public park by a private property owner is prohibited.
8

9 E. Private utility companies. A tree permit will be issued to private utility companies to cut trees
10 located on public or private property if necessary for public safety, removal of hazardous trees, removal
11 of diseased or dead trees, as part of any private utility tree maintenance program approved by the city,
12 or for construction work. Regardless of whether or not a permit is required, all cutting or pruning of
13 trees by private utility companies shall be performed under the supervision of a certified arborist and at
14 the sole cost and expense of the utility company.
15

16 **19.10.050 Tree removal – Not associated with development proposal.**

17 A tree permit is required for the removal of any large tree, and is subject to the requirements of MICC
18 19.15.010. Tree removal that is not associated with a development proposal is exempt from MICC
19 19.10.060 and MICC 19.10.070. For example, tree removal for the maintenance of a landscaped yard
20 area for a single family home, is exempt from tree retention and replacement required pursuant to
21 Chapter 19.10 MICC. This section shall not be construed as an exemption to the tree retention and
22 replacement requirements of Chapter 19.07 MICC.
23

24 **19.10.060 Tree retention associated with development proposal.**

25 A. Applicability. In the R-8.4, R-9.6, R-12, and R-15 zoning designations, tree retention is required for the
26 following development proposals:

- 27 1. An addition or remodel to an existing single family dwelling that will result in the addition of
28 more than 500 square feet of gross floor area on a lot with a net lot area of 6,000 square feet or
29 more;
30 2. A new single family dwelling on a lot with a net lot area of 6,000 square feet or more;
31 3. A subdivision or short subdivision.
32

33 B. Tree retention associated with an addition or remodel to an existing single family dwelling.

34 Construction of an addition or remodel to a single family dwelling that will result in the addition of more
35 than 500 square feet of gross floor area is subject to the following retention standards:

- 36 1. A minimum of 30% of trees with a diameter of 10 inches or greater shall be retained over a
37 rolling five year period.
38 2. Reasonable best efforts to retain large trees outside the area of land disturbance associated
39 with the construction of the addition to the single family dwelling.
40 3. Provide tree replacement pursuant to MICC 19.10.070.
41

42 C. Tree retention associated with the construction of a new single family dwelling. Construction of a
43 new single family dwelling is subject to the following retention standards:

1 1. A minimum of 30% of trees with a diameter of 10 inches or greater shall be retained over a
2 rolling five year period.

3 2. Reasonable best efforts to retain large trees outside the area of land disturbance associated
4 with the construction of the new single family dwelling.

5 3. Provide tree replacement pursuant to MICC 19.10.070.
6

7 D. Tree retention associated with a new subdivision or short subdivision. A development proposal for a
8 new subdivision or short subdivision is subject to the following retention standards:

9 1. A minimum of 30% of trees with a diameter of 10 inches or greater shall be retained over a
10 rolling five year period.

11 2. Reasonable best efforts to retain large trees outside the area of land disturbance associated
12 with the construction of new single family dwellings within the proposed subdivision.

13 3. Provide tree replacement pursuant to MICC 19.10.070.
14

15 E. Retention of priority trees.

16 1. Trees that meet the following criteria are prioritized for retention:

17 a. Trees that are in overall good health and have a greater likelihood of longevity; and

18 b. Trees that are part of a healthy copse or grove; or

19 c. Large trees with a diameter of 24 inches or greater; or

20 d. Trees that meet the definition of exceptional trees.

21 2. Priority trees that are retained during development shall credited as 1.5 trees for the
22 purposes of meeting the retention requirement. For example, a development proposal that is
23 required to retain 8 trees, may reduce the actual number of trees retained to 6 trees by
24 retaining 4 priority trees, and 2 “non-priority” trees. The 4 retained priority trees shall be
25 counted as 6 trees for the purposes of meeting the retention requirement.
26

27 F. Retention of exceptional trees. Exceptional trees shall be retained, except as follows:

28 1. Construction of an addition or remodel to a single family dwelling that will result in the
29 addition of more than 500 square feet of gross floor area shall retain exceptional trees and the
30 development proposal shall be designed to meet this standard. The city arborist may authorize
31 removal of exception trees in the following circumstances:

32 a. Retention of an exceptional tree(s) will result in an unavoidable hazardous situation;
33 or,

34 b. Retention of an exceptional tree(s) will prevent the construction of more than 50% of
35 the maximum gross floor area allowed under Chapter 19.02 MICC.

36 2. Construction of a new single family dwelling shall retain exceptional trees and the
37 development proposal shall be designed to meet this standard. The city arborist may authorize
38 removal of exception trees in the following circumstances:

39 a. Retention of an exceptional tree(s) will result in an unavoidable hazardous situation;
40 or,

41 b. Retention of an exceptional tree(s) will prevent the construction of more than 50% of
42 the maximum gross floor area allowed under Chapter 19.02 MICC.

43 3. A development proposal for a new subdivision or short subdivision shall retain exceptional
44 trees and the development proposal shall be designed to meet this standard. Use of the

1 optional subdivision design standards pursuant to MICC 19.08.030 is authorized for the
2 retention of exceptional trees. The city arborist may authorize removal of exception trees in the
3 following circumstances:

4 a. Retention of an exceptional tree(s) will result in an unavoidable hazardous situation;
5 or,

6 b. Retention of an exceptional tree(s) will prevent creation of a residential lot that is
7 otherwise allowed by Title 19 MICC.

8
9 E. Calculation of rolling five year period. For the purposes of this chapter, the rolling five year period
10 begins five years prior to the date of application for a development approval that is subject to tree
11 retention.

12
13 F. Compliance required. Development proposals on lots that have removed more than 70% of large
14 trees within the rolling five year period, such that the 30% tree retention requirement cannot be met,
15 shall not receive approval unless and until compliance has been achieved. For example, a lot that has
16 removed all of the trees in year “one”, may not receive a preliminary subdivision approval in year “four”.
17 However, the preliminary subdivision approval may be granted in year “six”, such that the rolling five
18 year period does not include the tree removal in year “one”.

19
20 **19.10.070 Tree replacement.**

21 Trees that are cut pursuant to a tree permit shall be replaced on the subject property as specified in this
22 section.

23
24 A. Tree replacement ratio. Trees removed pursuant to MICC 19.10.040, shall have the following base
25 replacement ratio:

<u>Diameter of removed tree</u>	<u>Number of replacement trees required</u>
<u>10 inches up to 24 inches</u>	<u>1</u>
<u>24 inches up to 36 inches</u>	<u>2</u>
<u>More than 36 inches</u>	<u>4</u>

26
27 **B. Replacement Trees.**

28 1. Location. Replacement trees shall be located in the following order of priority from most
29 important to least important:

30 a. On-site replacement adjacent to or within critical tree areas as defined in Chapter
31 19.16 MICC;

32 b. On-site replacement outside of critical tree areas adjacent to other retained trees
33 making up a grove or stand of trees;

34 c. On-site replacement outside of critical tree areas; and,

35 d. Off-site in adjacent public right-of-way where explicitly authorized by the city.

36 2. Species. In making a determination regarding the species of replacement trees, the city
37 arborist shall defer to the species selected by the property owner unless the city arborist
38 determines that the species selected is unlikely to survive for a period of at least 10 years,
39 represents a danger or nuisance, would threaten overhead or underground utilities or would fail
40 to provide adequate protection to any critical tree area.

1 3. Size.

2 a. Coniferous trees shall be at least 6 feet tall; and

3 b. Deciduous trees shall be at least 1.5 inches in caliper.

4 The city arborist may authorize the planting of smaller-sized replacement trees if the applicant
5 can demonstrate that smaller trees are more suited to the species, the site conditions,
6 neighborhood character, and the purposes of this section, and that such replacement trees will
7 be planted in sufficient quantities to meet the intent of this section.

8 4. Reduction. The city arborist may reduce the number of replacement trees as follows, where
9 other measures designed to mitigate the tree loss by restoring the tree canopy coverage and its
10 associated benefits are considered to be effective and consistent with the purposes of this
11 chapter. The city arborist may consider, but is not limited to, the following measures:

12 a. Replacement of hazardous, undesired, or short-lived trees with healthy new trees
13 that have a greater chance of long-term survival;

14 b. Restoration of critical tree areas with native vegetation; and,

15 c. Protection of small trees to provide for successional stages of tree canopy.

16
17 C. Fee-in-lieu. If the city arborist determines there is insufficient area to replant on the site or within the
18 adjacent public right-of-way, the city arborist may authorize payment of a fee-in-lieu provided:

19 1. There is insufficient area on the lot for proposed on-site tree replacement to meet the tree
20 replacement requirements of this chapter; or

21 2. Tree replacement or management provided within public right-of-way or a city park in the
22 vicinity will be of greater benefit to the community.

23 3. Fees provided in lieu of on-site tree replacement shall be determined based upon:

24 a. The expected tree replacement cost including labor, materials, and maintenance for
25 each replacement tree; and,

26 b. The most current Council of Tree and Landscaper Appraisers Guide for Plant
27 Appraisal.

28 4. Any fee in lieu is also optional for the applicant and requires an explicit written agreement.

29
30 D. Maintenance of Replacement Trees. The applicant shall maintain all replacement trees in a healthy
31 condition for a period of two years after planting. The applicant shall be obligated to replant any
32 replacement tree that dies, becomes diseased, or is removed during this two-year time period.

33
34 E. Private Utility Company. If the permit is granted to a private utility company and the property owner
35 is unwilling to place any replacement trees on the owner's property, the private utility company shall
36 pay to the city the amount necessary to purchase and plant replacement trees on public property
37 necessary to mitigate the impact of the removed trees based upon arborist industry standards. Monies
38 paid to the city for replacement trees shall be used for that purpose.

39
40 **19.10.080 Tree protection standards.**

41 A. To ensure long-term viability of trees identified for protection, permit plans and construction
42 activities shall comply with the following minimum required tree protection:

43 1. All minimum required tree protection measures shall be shown on the development plan set
44 and tree re-planting / restoration / protection plan.

1 2. Tree protection barriers shall be installed five feet beyond the drip line of large trees to be
2 protected prior to any land disturbance. No construction related activity or work shall occur
3 within the tree protection barriers.

4 3. Tree protection barriers shall be a minimum of four feet high, constructed of chain link, or
5 polyethylene laminar safety fencing or other material, subject to approval by the city arborist.
6 On large or multiple-project sites, the city arborist may also require that signs requesting
7 subcontractor cooperation and compliance with tree protection standards be posted at site
8 entrances.

9 4. Where tree protection areas are remote from areas of land disturbance, and where approved
10 by the city arborist, alternative forms of tree protection may be used in lieu of tree protection
11 barriers, provided that protected trees are completely surrounded with continuous rope or
12 flagging and are accompanied by “Tree Save Area – Keep Out” signs or similar signage
13 authorized by the city arborist.

14
15 B. Preventative Measures. In addition to the above minimum protection measures, the applicant shall
16 support the protection measures by employing recommended International Society of Arboriculture
17 techniques or best practices, which shall be subject to review and approval by the city arborist.

18
19 C. Alternative Methods. The city arborist may approve construction related activity or work within the
20 tree protection barriers if the city arborist concludes:

- 21 1. That such activity or work will not threaten the long term health of the retained tree(s); and,
22 2. That such activity or work complies with the protective methods and best building practices
23 established by the International Society of Arboriculture.

24
25 **19.10.090 Application requirements.**

26 The city shall establish and maintain a tree removal permit application form to allow property owners to
27 request city review of tree removal for compliance with applicable city regulations. The application shall
28 include at a minimum, the following:

29 A. General Information.

- 30 1. The name, address, and telephone number of the applicant and owner of the property and
31 the street address.
32 2. The proposed location, species, diameter, and number of trees proposed to be cut or public
33 tree proposed to be pruned.
34 3. A site plan reflecting the location of large trees and the relative location of structures,
35 driveways, and buildings.

36
37 B. Critical Tree Area. An application covering a tree located in a critical tree area, as defined in Chapter
38 19.16 MICC, shall include a proposed time schedule for the cutting, land restoration, implementation of
39 erosion control and other measures that will be taken in order to prevent damage to the critical tree
40 area.

41
42 C. Development plan set. An application for a development proposal that requires tree retention, and
43 that will result in the removal of one or more trees and as a result of construction work, shall include the
44 following:

1 1. Detailed site plan. The site plan shall include the following information at a minimum:

- 2 a. Location of all proposed improvements, including building footprint, access, utilities,
3 applicable setbacks, buffers, and required landscaped areas clearly identified. If a short
4 plat or subdivision is being proposed and the location of all proposed improvements
5 cannot be established, a phased tree retention plan review is required as described
6 below;
7 b. Accurate location of large trees on the subject property (surveyed locations may be
8 required). The site plan must also include the trunk location and critical root zone of
9 large trees that are on adjacent property with driplines extending over the subject
10 property line;
11 c. Trees labeled corresponding to the tree inventory numbering system;
12 d. Location of tree protection measures;
13 e. Indicate limits of disturbance (LOD) drawn to scale around all trees potentially
14 impacted by site disturbances resulting from grading, demolition, or construction
15 activities (including approximate LOD of off-site trees with overhanging driplines);
16 f. Proposed tree status (trees to be removed or retained) noted by an 'X' or by ghosting
17 out;
18 g. Proposed locations of any required replacement trees.

19 2. A Tree Retention Plan and Arborist Report. The tree retention plan shall contain the following
20 information:

- 21 a. A tree inventory containing the following:
22 i. A numbering system of all existing large trees on the subject property (with
23 corresponding tags on trees); the inventory shall also include large trees on
24 adjacent property with driplines extending into the development proposal site;
25 ii. Size (diameter);
26 iii. Proposed tree status (retained or removed);
27 iv. Tree type or species;
28 v. Brief general health or condition rating of these trees (i.e. poor, fair, good,
29 etc.)
30 b. An arborist report, prepared by a qualified arborist, containing the following:
31 i. A complete description of each tree's diameter, species, critical root zone,
32 limits of allowable disturbance, health, condition, and viability;
33 ii. A description of the method(s) used to determine the limits of allowable
34 disturbance (i.e., critical root zone, root plate diameter, or a case-by-case basis
35 description for individual trees);
36 iii. Any special instructions specifically outlining any work proposed within the
37 limits of the disturbance protection area (i.e., hand-digging, air spade, tunneling,
38 root pruning, any grade changes, clearing, monitoring, and aftercare);
39 iv. For trees not viable for retention, a description of the reason(s) for removal
40 based on poor health, high risk of failure due to structure, defects, unavoidable
41 isolation (windfirmness), or unsuitability of species, etc., and for which no
42 reasonable alternative action is possible must be given (pruning, cabling, etc.);
43 v. Describe the impact of necessary tree removal to the remaining trees,
44 including those in a grove or on adjacent properties;

1 vi. For development applications, a discussion of timing and installation of tree
2 protection measures. Such measures must include fencing and be in
3 accordance with the tree protection standards as outlined in MICC 19.10; and
4 vii. The suggested location and species of supplemental trees to be used when
5 required. The report shall include planting and maintenance specifications to
6 ensure long term survival.

7 3. Additional Information. The city arborist or code official may require additional
8 documentation, plans, or information as needed to ensure compliance with applicable city
9 regulations.

10
11 E. Peer review and conflict of interest.

12 1. The city may require peer review of the tree permit application by a qualified arborist to
13 verify the adequacy of the information and analysis. The applicant shall bear the cost of the peer
14 review.

15 2. The code official may require the applicant retain a replacement qualified arborist or may
16 require a peer review where the code official believes a conflict of interest exists. For example, if
17 an otherwise qualified arborist is employed by a tree removal company and prepares the
18 arborist report for a development proposal, a replacement qualified arborist or a peer review
19 may be required.

20
21
22 **19.10.100 Trees on public property.**

23 An application for a tree permit to cut a tree on public property or a request to have the city prune a
24 public tree located on a city street shall be reviewed by the city arborist based upon the following
25 conditions and criteria:

26
27 A. By the city. An annual tree permit will be issued to the city to cut any public trees necessary for public
28 safety, removal of hazardous trees, removal of diseased or dead trees, as part of the city's forest
29 management program or regular tree maintenance program or for construction work on public
30 property.

31
32 B. By private property owners in city street. A private property owner may apply for a tree permit to cut
33 or prune a public tree located on any city street if the owner demonstrates in the following order that all
34 of the criteria are satisfied:

35 1. The owner establishes that the tree is located on a city street;

36 2. The city arborist determines that proposed pruning or cutting can be performed without
37 adversely affecting any critical tree areas;

38 3. The city arborist determines that proposed cutting or pruning of public trees is:

39 i. Necessary for access to private property;

40 ii. Necessary for installation of required public improvements (e.g. sidewalk, public
41 utilities, etc);

42 iii. Required to resolve a possible hazard to public or private health or safety; or,

- iv. Requested by a valid petition executed by at least 60 percent of the property owners located within a 300-foot radius of the subject tree in favor of the proposed pruning of the tree; and
- 5. The private property owner provides tree replacement consistent with MICC 19.10.070.
- 6. The owner pays a fee to cover all costs associated with reviewing the pruning or cutting request;
- 7. The pruning or cutting is performed at the sole cost and expense of the private property owner; and,
- 7. Tree topping is prohibited.

C. Pruning or cutting of trees within a public park by a private property owner is prohibited.

19.10.110 Seasonal development limitations.

No cutting of trees located in geologic hazard areas or protected slope areas is allowed between October 1 and April 1 unless: (i) a tree permit with explicit authorization for removal between October 1 and April 1 has been granted; or (ii) removal is required due to an emergency situation involving immediate danger to life or property. The city arborist may authorize tree removal between October 1 and April 1 if the city arborist determines that such environmentally critical areas will not be adversely impacted by the proposed cutting and the applicant demonstrates compelling justification based on a geotechnical evaluation of the site. The city arborist may require hydrology, soils and storm water studies, erosion control measures, restoration plans, and/or an indemnification/release agreement.

19.10.120 Rounding.

When the retention or replacement calculations results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

- A. Fractions of 0.50 or above shall be rounded up to the closest whole number; and
- B. Fractions below 0.50 shall be rounded down to the closest whole number.

19.10.130 Nuisance abatement.

A. Trees and vegetation which meet the definition of a nuisance shall be subject to the provisions of Chapter 8.24 MICC, Nuisance Control Code.

B. In addition to the provisions of Chapter 8.24 MICC, Nuisance Control Code, the following requirements shall apply to trees and vegetation:

- 1. Branches over roads shall be trimmed to a minimum of 12 feet above the road surface. (see Figure 1).
- 2. Branches over sidewalks shall be trimmed to a minimum of eight feet above the sidewalk and one foot behind the sidewalk (see Figure 1).
- 3. Street trees and other vegetation will be spaced according to the following spacing requirements to facilitate the safe flow of traffic (see Figure 2):

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a. No tree plantings are allowed within a 30-foot sight triangle at any street intersection.

b. Shrubs shall not exceed 36 inches in height above the street level within this triangle.

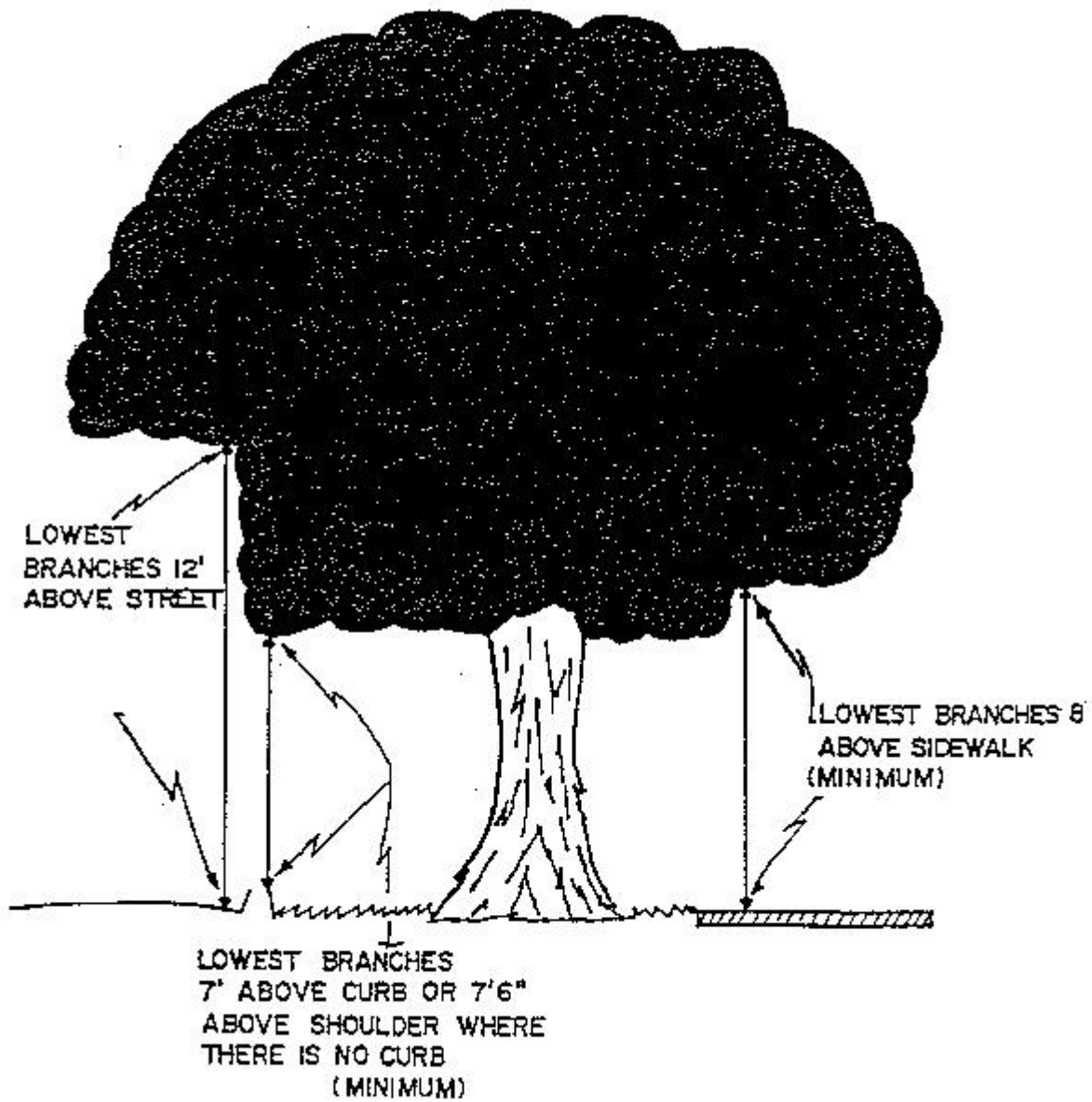
c. Ten-foot minimum spacing shall be observed for small trees.

d. Hedges are not allowed between the sidewalk and the curb, and must be planted at least five feet behind the sidewalk.

e. Hedges must be trimmed at least three feet behind the sidewalk.

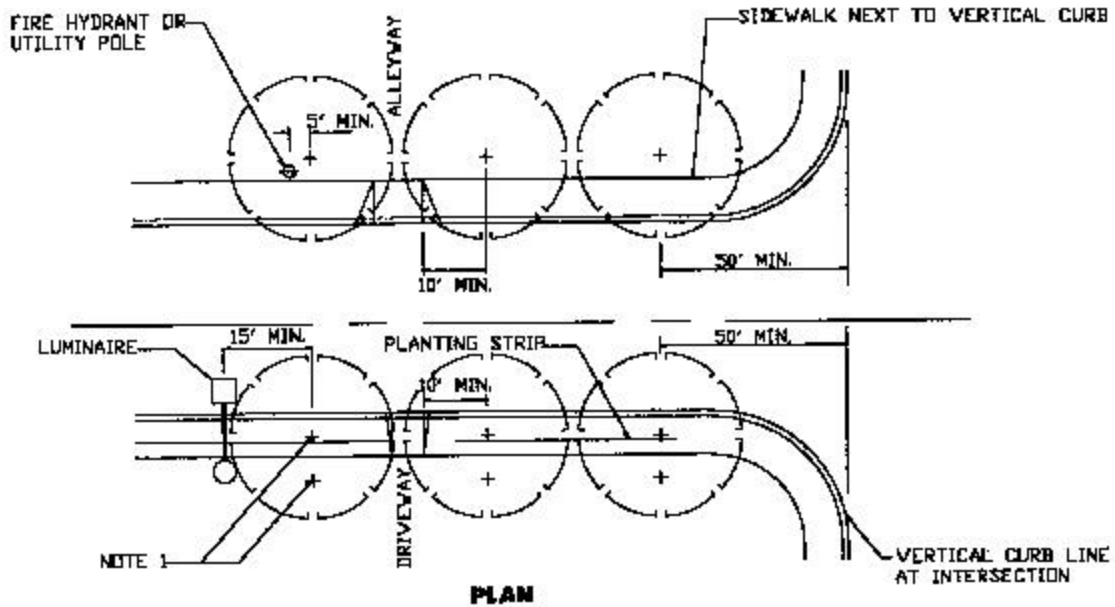
f. Plantings of trees, shrubs or hedges are not allowed between the street/road edge and a ditch.

DRAFT




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- 2
- 3

Figure 1



NOTES:

1. TREES SHALL GENERALLY BE PLANTED BACK OF THE SIDEWALK. PLANTING STRIPS WILL BE APPROVED ONLY AS PART OF A LANDSCAPING PLAN IN WHICH PLANT MAINTENANCE, LANDSCAPING PLAN IN COMPATIBILITY WITH UTILITIES, AND TRAFFIC SAFETY ARE DULY CONSIDERED.
2. IF PLANTING STRIPS ARE APPROVED:
 - A. MIN. DISTANCE FROM CENTER OF ANY TREE TO NEAREST EDGE OF VERTICAL CURB SHALL BE 4 FEET.
 - B. TREES SHALL BE STAKED ON A MANNER NOT TO OBSTRUCT SIDEWALK TRAFFIC.
 - C. IN CASE OF BLOCK-OUTS, MIN. CLEAR SIDEWALK WIDTH SHALL BE 5 FEET IN RESIDENTIAL OR 8 FEET IN BUSINESS DISTRICTS.
3. ON BUS ROUTES, PLANS SHALL BE COORDINATED WITH METRO SERVICE PLANNING.

	CITY OF MERCER ISLAND STANDARD DETAILS URBAN FORESTRY	
	STREET TREE STANDARDS	
1-1-2000	NO SCALE	

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5

Figure 2

19.10.140 Appeals.

1 Any person or persons aggrieved by any action or decision of city staff made pursuant to any section of
2 this chapter, may appeal such action or decision in accordance with the appeal procedure set forth in
3 Chapter 19.15 MICC.

4
5 **19.10.150 Enforcement.**

6 A. Violation. It is a violation of this chapter for any person to fail to comply with the requirements of this
7 chapter.

8
9 **B. Civil Penalty and Remediation.**

10 1. Civil Penalty. The penalty for violating this chapter shall be a fine equal to up to three times
11 the value of the damaged or cut tree or removed vegetative cover, plus the cost of reasonable
12 remediation. Trees and other vegetation shall be appraised according to the method specified
13 by the Council of Landscape and Tree Appraisers, most current edition.

14 2. Remediation. Remediation for tree removed in violation of this chapter shall include, but is
15 not limited to, the following:

- 16 a. Removal of the remaining plant parts or debris;
- 17 b. Preparation of a re-planting plan in a form approved by the code official for re-
- 18 planting the area where trees were removed in violation of this chapter;
- 19 c. Payment of the costs to review, approve, and administer the remediation process;
- 20 d. Installation of the required re-plantings as reflected on the re-planting plan; and,
- 21 e. Maintenance of the required re-plantings for a period of two years.

22
23 **C. Tree retention enforcement. Trees identified for retention through the approval of development**
24 **proposal that are subsequently removed, or are damaged to the extent that removal is required, with**
25 **prior written approval by the City arborist, whether the removal or damage is intentional or**
26 **unintentional, shall result in a civil penalty pursuant to section "B." above, in addition to required**
27 **replanting and remediation. The code official may waive the civil penalty if the code official determines**
28 **that appropriate tree protection standards were in place and maintained and natural disaster or events**
29 **entirely outside the knowledge and control of the property owner, resulted in the tree loss.**

30
31
32 **19.10.010 Purpose.**

33 ~~—These regulations are adopted to promote the public health, safety and general welfare of the~~
34 ~~citizens of Mercer Island, including minimizing erosion, siltation and water pollution in Lake~~
35 ~~Washington, surface water and ground water runoff, risks of slides, and the need for additional~~
36 ~~storm drainage facilities; preserving trees for the reduction of noise, wind protection, slope~~
37 ~~stabilization, animal habitat, and reduction in air pollution; removing diseased or hazardous trees;~~
38 ~~implementing the city's comprehensive plan; designating and preserving historical trees; and~~
39 ~~providing for the delivery of reliable utility service, reasonable development of property and~~
40 ~~reasonable preservation or enhancement of property views.~~

41
42 **19.10.020 Permit requirements.**

43 ~~approximate approximate~~

1 ~~A. No Permit Required. Except as otherwise provided in subsection B of this section, no tree permit is~~
2 ~~required for an owner or an owner's agent to cut or prune trees located on the owner's property as~~
3 ~~follows:~~

- 4
- 5 ~~1. Outside Critical Tree Area. No tree permit is required to cut any tree located outside a critical~~
6 ~~tree area;~~
- 7
- 8 ~~2. Pruning. No tree permit is required to perform pruning of any tree; and~~
- 9
- 10 ~~3. Size of Tree. No tree permit is required to cut any small tree.~~

11 ~~B. Permit Required. A tree permit is required to cut a tree as follows:~~

- 12
- 13
- 14 ~~1. Construction Work. A tree permit is required to cut any large tree as a result of construction~~
15 ~~work;~~
- 16
- 17 ~~2. Landmark Tree/Grove. A tree permit is required to cut a landmark tree or any tree located in~~
18 ~~a landmark grove;~~
- 19
- 20 ~~3. Critical Tree Area. A tree permit is required to cut any large tree located in a critical tree area;~~
- 21
- 22 ~~4. Commercial Zone. A tree permit is required to cut any large tree located in a commercial~~
23 ~~zone;~~
- 24
- 25 ~~5. Emergency. A tree on private property may be cut without a tree permit in an emergency~~
26 ~~situation involving immediate danger to life or property so long as the city arborist is notified~~
27 ~~within seven days of the tree having been cut, is provided such additional information as the city~~
28 ~~arborist requests in order to verify the emergency, and a tree permit is obtained within 20 days~~
29 ~~following the cutting of the tree if a tree permit is required under this section;~~
- 30
- 31 ~~6. Public Tree.~~
 - 32
 - 33 ~~a. By the City. The city is obligated to comply with the permit requirements as set forth~~
34 ~~in this chapter;~~
 - 35
 - 36 ~~b. By Private Property Owners. No private property owner may cut or prune a public~~
37 ~~tree. A private property owner can request the city to prune a tree located on any city~~
38 ~~street subject to the conditions set forth in MICC 19.10.040(A)(2);~~
- 39
- 40 ~~7. Private Utility Company. A tree permit is required for a private utility company to cut any tree.~~

41

42

43 ~~19.10.030 Seasonal development limitations.~~

1 No-cutting of trees located in geologic hazard areas or protected slope areas is allowed between
2 October 1 and April 1 unless: (i) an administrative waiver has been granted; or (ii) it is required due to an
3 emergency situation involving immediate danger to life or property. The city arborist may grant an
4 administrative waiver to this seasonal development limitation if the city arborist determines that such
5 environmentally sensitive areas will not be adversely impacted by the proposed cutting and the
6 applicant demonstrates compelling justification by a geotechnical evaluation of the site. The city arborist
7 may require hydrology, soils and storm water retention studies, erosion control measures, restoration
8 plans, and/or an indemnification/release agreement.

9
10
11 **19.10.040 Criteria.**

12 **A. Trees on Public Property.** An application for a tree permit to cut a tree on public property or a request
13 to have the city prune a public tree located on a city street shall be reviewed by the city arborist based
14 upon the following conditions and criteria:

15
16 1. **By the City.** An annual tree permit will be issued to the city to cut any public trees necessary for public
17 safety, removal of hazardous trees, removal of diseased or dead trees, as part of the city's forest
18 management program or regular tree maintenance program or for construction work on public
19 property.

20
21 2. **By Private Property Owners.** A private property owner may request the pruning of a public tree
22 located on any city street if the owner demonstrates in the following order that all of the criteria are
23 satisfied:

24
25 a. The owner establishes that the tree is located on a city street;

26
27 b. The owner submits a valid petition executed by at least 60 percent of the property owners
28 located within a 300-foot radius of the subject tree in favor of the proposed pruning of the tree;

29
30 c. The city arborist determines that the proposed pruning can be performed without adversely
31 affecting any critical tree areas;

32
33 d. The owner pays a fee to cover all costs associated with reviewing the pruning request; and

34
35 e. The pruning is performed by the city but at the sole cost and expense of the private property owner.

36 **B. Trees on Private Property.** When a tree permit is required to cut a tree on private property, the tree
37 permit will be granted if it meets any of the following criteria:

38
39 1. It is necessary for public safety, removal of hazardous trees, or removal of diseased or dead trees;

40
41 2. It is necessary to enable construction work on the property to proceed and the owner has used
42 reasonable best efforts to design and locate any improvements and perform the construction work in a
43 manner consistent with the purposes set forth in MICC 19.10.010;

1 ~~3. It is necessary to enable any person to satisfy the terms and conditions of any covenant, condition,~~
2 ~~view easement or other easement, or other restriction encumbering the lot that was recorded on or~~
3 ~~before July 31, 2001; and subject to MICC 19.10.080(A)(2);~~
4

5 ~~4. It is part of the city's forest management program or regular tree maintenance program and the city is~~
6 ~~the applicant;~~
7

8 ~~5. The permit seeks to cut one of the following common, short-lived "weedy" tree species: Alder, Bitter~~
9 ~~Cherry, or Black Cottonwood; or~~
10

11 ~~6. It is desirable for the enhancement of the ecosystem or slope stability based upon professional~~
12 ~~reports in form and content acceptable to the city arborist.~~
13

14 ~~**C. Trees Cut/Pruned by Private Utility Companies.** A tree permit will be issued to private utility~~
15 ~~companies to cut trees located on public or private property if necessary for public safety, removal of~~
16 ~~hazardous trees, removal of diseased or dead trees, as part of any private utility tree maintenance~~
17 ~~program approved by the city, or for construction work. Regardless of whether or not a permit is~~
18 ~~required, all cutting or pruning of trees by private utility companies shall be performed under the~~
19 ~~supervision of a certified arborist and at the sole cost and expense of the utility company.~~
20 ~~retention~~
21

22 ~~**19.10.050 Commission review required in commercial zones.**~~

23 ~~A tree permit covering regulated improvements located in a commercial zone, that have previously~~
24 ~~received design commission approval, must first be reviewed and approved by the city's design~~
25 ~~commission prior to permit issuance by the city.~~
26

27 ~~**19.10.060 Tree replacement.**~~

28 ~~Any trees that are cut pursuant to a tree permit shall be replaced on the subject property as specified in~~
29 ~~this section.~~
30

31 ~~**A. Private Utility Company.** If the permit is granted to a private utility company and the property owner~~
32 ~~is unwilling to place any replacement trees on the owner's property, the private utility company shall~~
33 ~~pay to the city the amount necessary to purchase and plant replacement trees on public property~~
34 ~~necessary to mitigate the impact of the removed trees based upon arborist industry standards. Monies~~
35 ~~paid to the city for replacement trees shall be used for that purpose.~~
36

37 ~~**B. Species.** In making a determination regarding the species of replacement trees, the city arborist shall~~
38 ~~defer to the species selected by the property owner unless the city arborist determines that the species~~
39 ~~selected is unlikely to survive for a period of at least 10 years, represents a danger or nuisance, would~~
40 ~~threaten overhead or underground utilities or would fail to provide adequate protection to any critical~~
41 ~~tree area.~~
42

43 ~~**C. Size.** All replacement trees shall be at least six feet tall, unless a smaller size tree or shrub is approved~~
44 ~~by the city arborist.~~

1
2 ~~D. Replacement Trees – Number. In making a determination regarding the number of replacement~~
3 ~~trees required, the city arborist shall apply a replacement ratio based on a sliding scale of 0:1 up to 4:1,~~
4 ~~depending upon the criteria in the following priority order:~~

5
6 ~~1. Percentage of slope, slope stability, topography and general soil conditions;~~

7
8 ~~2. Trunk size and canopy of tree to be cut and trunk size and canopy of replacement tree;~~

9
10 ~~3. Size and shape of lot and area available to be replanted; and~~

11
12 ~~4. Proximity to any critical tree area and/or the existence and retention of vegetative cover in any critical~~
13 ~~tree area.~~

14
15 ~~E. Maintenance of Replacement Trees. The applicant shall maintain all replacement trees in a healthy~~
16 ~~condition for a period of two years after planting. The applicant shall be obligated to replant any~~
17 ~~replacement tree that dies, becomes diseased or is removed during this two-year time period.~~

18
19
20 ~~**19.10.070 Bald eagle and other federal and state requirements.**~~

21 ~~In addition to any requirement of this chapter, persons must comply with all applicable federal and state~~
22 ~~laws, rules and regulations including without limitation the Endangered Species Act, the Bald Eagle~~
23 ~~Protection Act and the Migratory Bird Treaty Act, as now existing or hereinafter adopted or amended.~~

24
25
26 ~~**19.10.080 Permit applications.**~~

27 ~~A. Form. An application for a tree permit shall be submitted on a form provided by the city and shall~~
28 ~~include the following information:~~

29
30 ~~1. General Information.~~

31
32 ~~a. The applicant shall give the name, address and telephone number of the applicant~~
33 ~~and owner of the property and the street address.~~

34
35 ~~b. The applicant must provide information on the proposed location, species, diameter~~
36 ~~and number of trees proposed to be cut or public tree proposed to be pruned.~~

37
38 ~~c. The applicant must agree to pay all costs of cutting, pruning, removing debris,~~
39 ~~cleaning, purchasing and planting replacement trees and any traffic control needed.~~

40
41 ~~2. Critical Tree Area. An application covering a tree located in a critical tree area shall include a~~
42 ~~proposed time schedule for the cutting, land restoration, implementation of erosion control and~~
43 ~~other measures that will be taken in order to prevent damage to the critical tree area.~~

1 3. ~~Construction Work. An application covering a tree to be cut as a result of construction work~~
2 ~~shall include the following:~~

3
4 a. ~~Plot Plan. Two prints of the plot plan at a scale of one inch equals 10 feet (1" = 10') or~~
5 ~~larger. The scale and north indicator shall be given on the plan. The plot plan shall:~~

6
7 i. ~~Indicate topography by contours at a minimum of five foot intervals, and the~~
8 ~~grading by dashed contour lines for existing grades and by solid contour lines for~~
9 ~~existing grades to be changed. The entire area to be cut and/or filled shall be~~
10 ~~indicated, and temporary storage of any excavated or fill material also~~
11 ~~indicated;~~

12
13 ii. ~~Indicate the location of existing and proposed improvements including, but~~
14 ~~not limited to, structures, driveways, ponds, the location of building (zoning)~~
15 ~~setbacks and grade changes; and~~

16
17 iii. ~~Indicate the location, diameter and/or size, and species of all large trees.~~
18 ~~Trees proposed to be cut shall be identified and differentiated from those trees~~
19 ~~not being cut. For a permit involving any critical tree area, the applicant shall~~
20 ~~also identify vegetative cover that will be retained or removed.~~

21
22 b. ~~Restoration/Protection Plan. An applicant shall provide a plan for protecting trees~~
23 ~~that are not intended to be cut, a plan for conducting all construction work in~~
24 ~~accordance with best construction practices and a plan for erosion control and~~
25 ~~restoration of land during and immediately following the construction period.~~

26
27 4. ~~Public Trees. An application for a permit by a private utility company to cut a public tree~~
28 ~~pursuant to MICC 19.10.040(C) or by a private property owner to prune a public tree on any city~~
29 ~~street pursuant to MICC 19.10.040 (A)(2), shall include all such information as the city arborist~~
30 ~~may require in order to verify that all conditions of those sections have been satisfied. If there is~~
31 ~~a dispute as to whether a tree is located on public property or private property, the city arborist~~
32 ~~may require a survey, at the applicant's expense, that is not more than one year old indicating~~
33 ~~the boundaries of the private property and the public property.~~

34
35 B. ~~City Review. The city arborist shall complete a review and make a decision within 30 days from the~~
36 ~~date a complete application is submitted unless an extension, not to exceed 20 days, is authorized by~~
37 ~~the city manager or designee.~~

38
39 C. ~~Permit Expiration. Any permit granted hereunder shall expire one year from the date of issuance.~~
40 ~~Upon a showing of good cause, a permit may be extended for one year. Any material change in plans or~~
41 ~~information from that presented with the permit application that occurs prior to the cutting requires~~
42 ~~submittal of an amended application for review and approval by the city arborist. The permit may be~~
43 ~~suspended or revoked by the city arborist because of incorrect material information supplied or any~~
44 ~~violation of the provisions of this chapter.~~

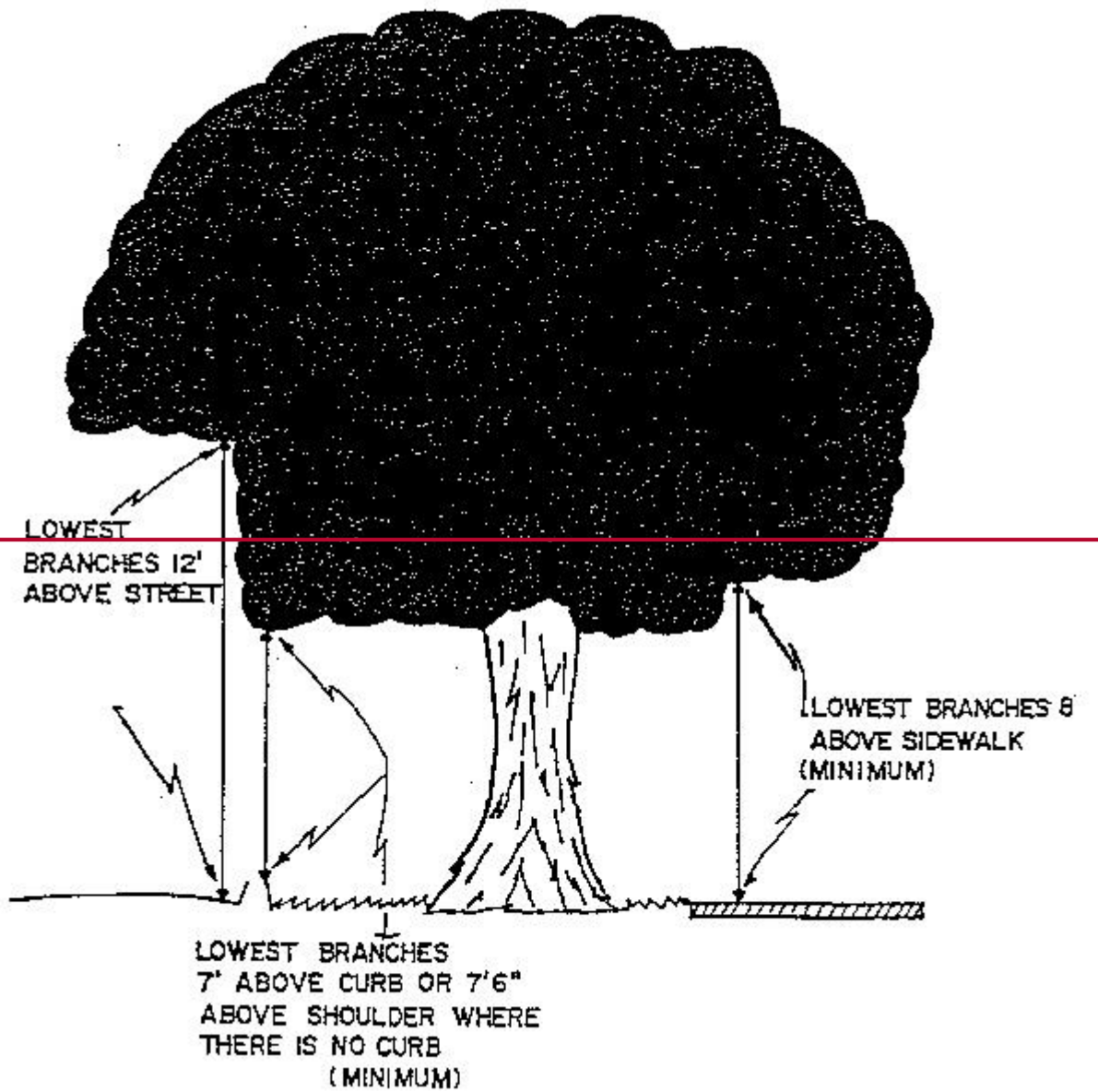
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19.10.090 Nuisance abatement.

A. ~~Trees and vegetation which meet the definition of a nuisance shall be subject to the provisions of Chapter 8.24 MICC, Nuisance Control Code.~~

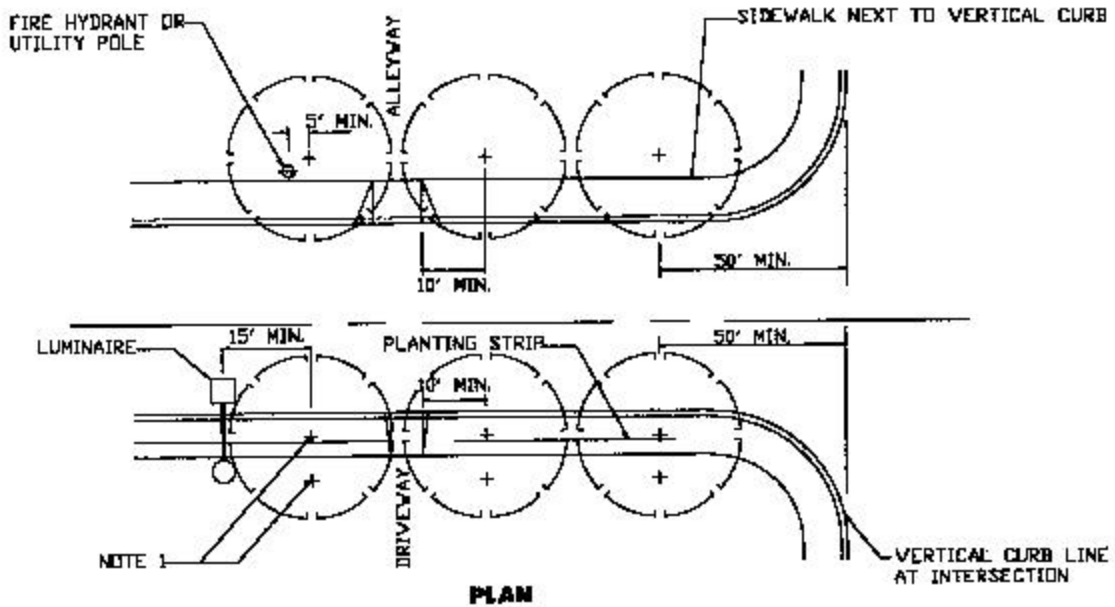
B. ~~In addition to the provisions of Chapter 8.24 MICC, Nuisance Control Code, the following requirements shall apply to trees and vegetation:~~

- ~~1. Branches over roads shall be trimmed to a minimum of 12 feet above the road surface. (see Figure 1).~~
- ~~2. Branches over sidewalks shall be trimmed to a minimum of eight feet above the sidewalk and one foot behind the sidewalk (see Figure 1).~~
- ~~3. Street trees and other vegetation will be spaced according to the following spacing requirements to facilitate the safe flow of traffic (see Figure 2):~~
 - ~~a. No tree plantings are allowed within a 30-foot sight triangle at any street intersection.~~
 - ~~b. Shrubs shall not exceed 36 inches in height above the street level within this triangle.~~
 - ~~c. Ten-foot minimum spacing shall be observed for small trees.~~
 - ~~d. Hedges are not allowed between the sidewalk and the curb, and must be planted at least five feet behind the sidewalk.~~
 - ~~e. Hedges must be trimmed at least three feet behind the sidewalk.~~
 - ~~f. Plantings of trees, shrubs or hedges are not allowed between the street/road edge and a ditch.~~




1
2
3

Figure 1



NOTES:

1. TREES SHALL GENERALLY BE PLANTED BACK OF THE SIDEWALK. PLANTING STRIPS WILL BE APPROVED ONLY AS PART OF A LANDSCAPING PLAN IN WHICH PLANT MAINTENANCE, LANDSCAPING PLAN IN COMPATIBILITY WITH UTILITIES, AND TRAFFIC SAFETY ARE DULY CONSIDERED.
2. IF PLANTING STRIPS ARE APPROVED:
 - A. MIN. DISTANCE FROM CENTER OF ANY TREE TO NEAREST EDGE OF VERTICAL CURB SHALL BE 4 FEET.
 - B. TREES SHALL BE STAKED ON A MANNER NOT TO OBSTRUCT SIDEWALK TRAFFIC.
 - C. IN CASE OF BLOCK-OUTS, MIN. CLEAR SIDEWALK WIDTH SHALL BE 5 FEET IN RESIDENTIAL OR 8 FEET IN BUSINESS DISTRICTS.
3. ON BUS ROUTES, PLANS SHALL BE COORDINATED WITH METRO SERVICE PLANNING.

	CITY OF MERCER ISLAND STANDARD DETAILS URBAN FORESTRY
STREET TREE STANDARDS	
1-1-2000	NO SCALE

1
2 **Figure-2**

3
4
5 **19.10.100 Appeals.**

1 Any person or persons aggrieved by any action or decision of city staff made pursuant to any section of
2 this chapter, may appeal such action or decision to the planning commission in accordance with the
3 appeal procedure set forth in MICC 19.15.020(J).
4

5
6 **19.10.110 Fees.**

7 Fees shall be set forth in a schedule adopted by the city council by resolution with any modifications,
8 which will be made from time to time by the city council. Fees shall be based on the time required to
9 review and inspect applications subject to the provisions of this chapter.
10

11
12 **19.10.120 Enforcement.**

13 A. Violation. It is a violation of this chapter for any person to fail to comply with the requirements of this
14 chapter.

15
16 B. Civil Penalty. The penalty for violating this chapter shall be a fine equal to up to three
17 times the value of the damaged or cut tree or removed vegetative cover, plus the cost
18 of reasonable remediation. Trees and other vegetation shall be appraised according to
19 the method specified by the Council of Landscape and Tree Appraisers, most current
20 edition. Reasonable remediation is the cost to develop a plan of remediation and
21 remove the remaining plant parts or debris, the cost to clean up the area, the cost to
22 replant the area, and the cost to administer the remediation process.
23

24
25 **19.10.130 Best pruning practices.**

26 The city arborist shall prepare and distribute educational materials describing the best practices,
27 policies, techniques, methods and procedures for pruning trees.
28

29
30 **19.10.140 Landmark trees.**

31 A. Designation of Landmark Trees and Landmark Groves.

32
33 1. The city shall maintain a register of landmark trees and landmark groves.

34
35 2. A property owner may propose to the city that a tree or grove of trees located on his or her
36 private property be designated as a landmark tree or landmark grove. Any city resident may
37 propose to the city that a tree or grove of trees located on public property be designated as a
38 landmark tree or landmark grove. No tree or grove of trees may be designated without the
39 approval of the property owner(s) on which the tree or grove, or any portion of the tree's
40 branches or canopy, is located. Once such approval is given, however, it may not subsequently
41 be withdrawn by the property owner or by a subsequent property owner.
42

1 ~~3. Upon receipt of a proposed designation and the approval of the property owner, the city~~
2 ~~arborist shall determine whether the tree or grove satisfies the definition of landmark tree or~~
3 ~~landmark grove.~~

4
5 ~~4. If the city arborist approves the proposed designation, it shall be memorialized in a covenant~~
6 ~~signed by the city and the property owner(s) and in form acceptable to the city attorney. The~~
7 ~~covenant shall require that the tree(s) or grove be maintained in a manner that is consistent~~
8 ~~with the provisions of this section. The covenant shall be recorded by the county auditor. The~~
9 ~~city shall pay recording fees. The covenant and designation shall be effective from the date of~~
10 ~~recording until such time as a tree permit has been issued for the cutting of the tree or grove of~~
11 ~~trees.~~

12
13 ~~5. Upon request of a property owner, the city arborist shall provide reasonable advice and~~
14 ~~consultation on maintenance of any landmark tree or landmark grove without charge to the~~
15 ~~property owner.~~

16
17 **B. Tree Permit Requirements.**

18
19 ~~1. A tree permit to cut a landmark tree or a tree that is in a landmark grove as a result of~~
20 ~~construction work will only be granted if the applicant has used reasonable best efforts to~~
21 ~~design and locate the project so as to avoid having to cut the landmark tree or any trees in the~~
22 ~~landmark grove.~~

23
24 ~~2. A tree permit to cut a landmark tree or a tree in a landmark grove other than as a result of~~
25 ~~construction work will only be granted if the applicant demonstrates that the tree removal is~~
26 ~~necessary for safety, removal of hazardous trees, removal of diseased or dead branches or trees,~~
27 ~~or if retention of the tree or grove will have a material, adverse and unavoidable impact on the~~
28 ~~use of the property the use of the property.~~

1 Chapter 19.15
2 ADMINISTRATION

3
4
5 **19.15.010 General procedures.**

6
7 ...
8
9 D. Actions. There are four categories of actions or permits that are reviewed under the provisions of the
10 development code.

11
12 1. Ministerial Actions. Ministerial actions are based on clear, objective and nondiscretionary
13 standards or standards that require the application of professional expertise on technical issues.

14
15 2. Administrative Actions. Administrative actions are based on objective and subjective
16 standards that require the exercise of limited discretion about nontechnical issues.

17
18 3. Discretionary Actions. Discretionary actions are based on standards that require substantial
19 discretion and may be actions of broad public interest. Discretionary actions are only taken after
20 an open record hearing.

21
22 4. Legislative Actions. Legislative actions involve the creation, amendment or implementation of
23 policy or law by ordinance. In contrast to the other types of actions, legislative actions apply to
24 large geographic areas and are of interest to many property owners and citizens. Legislative
25 actions are only taken after an open record hearing.

26
27 E. Summary of Actions and Authorities. The following is a nonexclusive list of the actions that the city
28 may take under the development code, the criteria upon which those decisions are to be based, and
29 which boards, commissions, elected officials, or city staff have authority to make the decisions and to
30 hear appeals of those decisions.

ACTION	DECISION AUTHORITY	CRITERIA	APPEAL AUTHORITY
Ministerial Actions			
Tree Removal Permit	Code official	Chapter 19.10 MICC	Hearing examiner
Right-of-Way Permit	City engineer	Chapter 19.09 MICC	Hearing examiner
Home Business Permit	Code official	MICC 19.02.010	Hearing examiner
Special Needs Group Housing Safety Determination	Police chief	MICC 19.06.080(A)	Hearing examiner

ACTION	DECISION AUTHORITY	CRITERIA	APPEAL AUTHORITY
Lot Line Revision	Code official	Chapter 19.08 MICC	Hearing examiner
Design Review – Minor Exterior Modification Outside Town Center	Code official	MICC 19.15.040 , Chapters 19.11 and 19.12 MICC	Design commission
Design Review – Minor Exterior Modification in Town Center with a Construction Valuation (as defined by MICC 17.14.010) Less Than \$100,000	Code official	Chapters 19.11 and 19.12 MICC, MICC 19.15.040	Design commission
Design Review – Minor Exterior Modification in Town Center with a Construction Valuation (as defined by MICC 17.14.010) \$100,000 or Greater	Design commission	Chapters 19.11 and 19.12 MICC, MICC 19.15.040	Hearing examiner
Final Short Plat Approval	Code official	Chapter 19.08 MICC	Superior court
Seasonal Development Limitation Waiver	Building official or city arborist	MICC 19.10.030 , 19.07.060 (D)(4)	Hearing examiner
Development Code Interpretations	Code official	MICC 19.15.020 (L)	Hearing Examiner
Shoreline Exemption	Code official	MICC 19.07.110 and 19.15.020 (G)(6)(c)(i)	Hearing examiner ¹
Administrative Actions			
Accessory Dwelling Unit Permit	Code official	MICC 19.02.030	Hearing examiner
Preliminary Short Plat	Code official	Chapter 19.08 MICC	Hearing examiner
Deviation	Code official	MICC 19.15.020 (G); 19.01.070, 19.02.050(F), 19.02.020(C)(4) and (D)(3)	Hearing examiner
Critical Areas Determination	Code official	Chapter 19.07 MICC	Hearing Examiner Planning commission

ACTION	DECISION AUTHORITY	CRITERIA	APPEAL AUTHORITY
Shoreline – Substantial Development Permit	Code official	MICC 19.07.110 and 19.15.020(G)(6)	Shoreline hearings board
SEPA Threshold Determination	Code official	MICC 19.07.120	Hearing Examiner
Short Plat Alteration and Vacations	Code official	MICC 19.08.010(G)	Hearing examiner
Long Plat Alteration and Vacations	City council via hearing examiner	MICC 19.08.010(F)	Superior court
Temporary Encampment	Code official	MICC 19.06.090	Superior court
Wireless Communications Facility	Code official	MICC 19.06.040	Hearing examiner
Wireless Communications Facility Height Variance	Code official	MICC 19.01.070 , 19.06.040(H) and 19.15.020(G)	Hearing examiner
Minimum Parking Requirement Variances for MF, PBZ, C-O, B and P Zones	Code official via design commission and city engineer	MICC 19.01.070 , 19.03.020(B)(4) , 19.04.040(B)(9) , 19.05.020(B)(9) and 19.15.020(G)	Hearing examiner
Discretionary Actions			
Conditional Use Permit	Hearing examiner	MICC 19.11.150(B) , 19.15.020(G)	Superior Court
Reclassification (Rezone)	City council via hearing examiner ²	MICC 19.15.020(G)	Superior court
Formal Design Review – Major New Construction	Design commission	MICC 19.15.040 , Chapters 19.11 and 19.12 MICC	Hearing examiner
Preliminary Long Plat Approval	City council via hearing examiner ²	Chapter 19.08 MICC	Superior court
Final Long Plat Approval	City council via code official	Chapter 19.08 MICC	Superior court
Variance	Hearing examiner	MICC 19.15.020(G) , 19.01.070	Superior court

ACTION	DECISION AUTHORITY	CRITERIA	APPEAL AUTHORITY
Variance from Short Plat Acreage Limitation	Code official	MICC 19.08.020	Hearing examiner
Critical Areas Reasonable Use Exception	Hearing examiner	MICC 19.07.030 (B)	Superior court
Street Vacation	City council via planning commission ²	MICC 19.09.070	Superior court
Shoreline Conditional Use Permit	Code official and Department of Ecology ³	MICC 19.15.020 (G)(6)	State Shorelines Hearings Board
Shoreline Variance	Code official and Department of Ecology ³	MICC 19.15.020 (G)(6)	State Shorelines Hearings Board
Impervious Surface Variance	Hearing examiner	MICC 19.02.0520(D)(4)	Superior court
Legislative Actions			
Code Amendment	City council via planning commission ²	MICC 19.15.020 (G)	Growth management hearings board
Comprehensive Plan Amendment	City council via planning commission ²	MICC 19.15.020 (G)	Growth management hearings board
¹ Final rulings granting or denying an exemption under MICC 19.15.020 (G)(6) are not appealable to the shoreline hearings board (SHB No. 98-60).			
² The original action is by the planning commission which holds a public hearing and makes recommendations to the city council which holds a public meeting and makes the final decision.			
³ Must be approved by the city of Mercer Island prior to review by DOE per WAC 173-27-200 and RCW 90.58.140 (10).			

1
2
3

19.15.020 Permit review procedures.

1 The following are general requirements for processing a permit application under the development
2 code. Additional or alternative requirements may exist for actions under specific code sections (see
3 MICC 19.07.080, 19.07.110, and 19.08.020).

4
5 A. Preapplication. Applicants for development permits are encouraged to participate in informal
6 meetings with city staff and property owners in the neighborhood of the project site. Meetings with the
7 staff provide an opportunity to discuss the proposal in concept terms, identify the applicable city
8 requirements and the project review process. Meetings or correspondence with the neighborhood serve
9 the purpose of informing the neighborhood of the project proposal prior to the formal notice provided
10 by the city.

11
12 B. Application.

13
14 1. All applications for permits or actions by the city shall be submitted on forms provided by the
15 development services group. An application shall contain all information deemed necessary by
16 the code official to determine if the proposed permit or action will comply with the
17 requirements of the applicable development regulations. The applicant for a development
18 proposal shall have the burden of demonstrating that the proposed development complies with
19 the applicable regulations and decision criteria.

20
21 2. All applications for permits or actions by the city shall be accompanied by a filing fee in an
22 amount established by city ordinance.

23
24 C. Determination of Completeness.

25
26 1. The city will not accept an incomplete application. An application is complete only when all
27 information required on the application form and all submittal items required by code have
28 been provided to the satisfaction of the code official.

29
30 2. Within 28 days after receiving a development permit application, the city shall mail or provide
31 in person a written determination to the applicant, stating either that the application is
32 complete or that the application is incomplete and what is necessary to make the application
33 complete. An application shall be deemed complete if the city does not provide a written
34 determination to the applicant stating that the application is incomplete.

35
36 3. Within 14 days after an applicant has submitted all additional information identified as being
37 necessary for a complete application, the city shall notify the applicant whether the application
38 is complete or what additional information is necessary.

39
40 4. If the applicant fails to provide the required information within 90 days of the determination
41 of incompleteness, the application shall lapse. The applicant may request a refund of the
42 application fee minus the city's cost of determining the completeness of the application.

43
44 D. Notice of Application.

1
2 1. Within 14 days of the determination of completeness, the city shall issue a notice of
3 application for all administrative, discretionary, and legislative actions listed in MICC
4 19.15.010(E).
5

6 2. The notice of application shall include the following information:
7

8 a. The dates of the application, the determination of completeness, and the notice of
9 application;
10

11 b. The name of the applicant;
12

13 c. The location and description of the project;
14

15 d. The requested actions and/or required studies;
16

17 e. The date, time, and place of the open record hearing, if one has been scheduled;
18

19 f. Identification of environmental documents, if any;
20

21 g. A statement of the public comment period, which shall be not less than 14 days nor
22 more than 30 days following the date of notice of application; and a statement of the
23 rights of individuals to comment on the application, receive notice and participate in any
24 hearings, request a copy of the decision once made and any appeal rights;
25

26 h. The city staff contact and phone number;
27

28 i. The identification of other permits not included in the application to the extent known
29 by the city;
30

31 j. A description of those development regulations used in determining consistency of
32 the project with the city's comprehensive plan; and
33

34 k. Any other information that the city determines appropriate.
35

36 3. Open Record Hearing. If an open record hearing is required on the permit, the city shall:
37

38 a. Provide the notice of application at least 15 days prior to the hearing; and
39

40 b. Issue any threshold determination required under MICC 19.07.110 at least 15 days
41 prior to the hearing.
42

43 4. Notice shall be provided in the bi-weekly DSG bulletin, posted at City Hall and made available
44 to the general public upon request.

1
2 5. All comments received on the notice of application must be received by the development
3 services group by 5 pm on the last day of the comment period.
4

5 6. Except for a determination of significance, the city shall not issue a threshold determination
6 under MICC 19.07.110 or issue a decision on an application until the expiration of the public
7 comment period on the notice of application.
8

9 7. A notice of application is not required for the following actions; provided, the action is either
10 categorically exempt from SEPA or an environmental review of the action in accordance with
11 SEPA has been completed:
12

13 a. Building permit;

14 b. Lot line revision;

15 c. Right-of-way permit;

16 d. Storm drainage permit;

17 e. Home occupation permit;

18 f. Design review – minor new construction;

19 g. Final plat approval;

20 h. Shoreline exemption permit;

21 i. Critical lands determination; ~~and~~

22 j. Seasonal development limitation waiver; ~~and,~~

23 ~~k. Tree removal permit.~~
24
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35 E. Public Notice.

36
37 1. In addition to the notice of application, a public notice is required for all administrative,
38 discretionary, and legislative actions listed in MICC 19.15.010(E).
39

40 2. Public notice shall be provided at least 10 days prior to any required open record hearing. If
41 no such hearing is required, public notice shall be provided 10 days prior to the decision on the
42 application.
43

44 3. The public notice shall include the following:

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- a. A general description of the proposed project and the action to be taken by the city;
- b. A nonlegal description of the property, vicinity map or sketch;
- c. The time, date and location of any required open record hearing;
- d. A contact name and number where additional information may be obtained;
- e. A statement that only those persons who submit written comments or testify at the open record hearing will be parties of record; and only parties of record will receive a notice of the decision and have the right to appeal; and
- f. A description of the deadline for submitting public comments.

4. Public notice shall be provided in the following manner:

a. Administrative and Discretionary Actions. Notice shall be mailed to all property owners within 300 feet of the property and posted on the site in a location that is visible to the public right-of-way.

i. Long Subdivisions. Additional notice for long subdivisions shall be provided as follows:

(A) Public notice shall also be published at least 30 days prior to the open record hearing on the application in a newspaper of general circulation within the city.

(B) If the owner of a proposed long subdivision owns land contiguous to the proposed long subdivision, that contiguous land shall be treated as part of the long subdivision for notice purposes, and notice of the application shall be given to all owners of lots located within 300 feet of the proposed long subdivision and the applicant's contiguous land.

(C) The city shall provide written notice to the Department of Transportation of an application for a long subdivision or short subdivision that is located adjacent to the right-of-way of a state highway. The notice shall include a legal description of the long subdivision or short subdivision and a location map.

b. Legislative Action. Notice shall be published in a newspaper of general circulation within the city.

F. Open Record Hearing.

1 1. Only one open record hearing shall be required prior to action on all discretionary and
2 legislative actions except design review and street vacations.

3
4 2. Open record hearings shall be conducted in accordance with the hearing body's rules of
5 procedures. In conducting an open record hearing, the hearing body's chair shall, in general,
6 observe the following sequence:

7
8 a. Staff presentation, including the submittal of any additional information or
9 correspondence. Members of the hearing body may ask questions of staff.

10
11 b. Applicant and/or applicant representative's presentation. Members of the hearing
12 body may ask questions of the applicant.

13
14 c. Testimony by the public. Questions directed to the staff, the applicant or members of
15 the hearing body shall be posed by the chairperson at his/her discretion.

16
17 d. Rebuttal, response or clarifying statements by the applicant and/or the staff.

18
19 e. The public comment portion of the hearing is closed and the hearing body shall
20 deliberate on the action before it.

21
22 3. Following the hearing procedure described above, the hearing body shall:

23
24 a. Approve;

25
26 b. Conditionally approve;

27
28 c. Continue the hearing; or

29
30 d. Deny the application.

31
32 G. Decision Criteria. Decisions shall be based on the criteria specified in the Mercer Island City Code for
33 the specific action. An applicant for a development proposal shall have the burden of demonstrating
34 that the proposed development complies with the applicable regulations and decision criteria. A
35 reference to the code sections that set out the criteria and standards for decisions appears in MICC
36 19.15.010(E). For those actions that do not otherwise have criteria specified in other sections of the
37 code, the following are the required criteria for decision:

38
39 1. Comprehensive Plan Amendment.

40
41 a. The amendment is consistent with the Growth Management Act, the county-wide
42 planning policies, and the other provisions of the comprehensive plan and city policies;
43 and:
44

1 i. There exists obvious technical error in the information contained in the
2 comprehensive plan; or

3
4 ii. The amendment addresses changing circumstances of the city as a whole.
5

6 b. If the amendment is directed at a specific property, the following additional
7 findings shall be determined:
8

9 i. The amendment is compatible with the adjacent land use and development
10 pattern;
11

12 ii. The property is suitable for development in conformance with the standards
13 under the potential zoning; and
14

15 iii. The amendment will benefit the community as a whole and will not adversely
16 affect community facilities or the public health, safety, and general welfare.
17

18 2. Reclassification of Property (Rezoning).

19
20 a. The proposed reclassification is consistent with the policies and provisions of the
21 Mercer Island comprehensive plan;
22

23 b. The proposed reclassification is consistent with the purpose of the Mercer Island
24 development code as set forth in MICC 19.01.010;
25

26 c. The proposed reclassification is an extension of an existing zone, or a logical transition
27 between zones;
28

29 d. The proposed reclassification does not constitute a "spot" zone;
30

31 e. The proposed reclassification is compatible with surrounding zones and land uses;
32 and
33

34 f. The proposed reclassification does not adversely affect public health, safety and
35 welfare.
36

37 3. Conditional Use Permit.

38
39 a. The permit is consistent with the regulations applicable to the zone in which the lot is
40 located;
41

42 b. The proposed use is determined to be acceptable in terms of size and location of site,
43 nature of the proposed uses, character of surrounding development, traffic capacities of
44 adjacent streets, environmental factors, size of proposed buildings, and density;

1
2 c. The use is consistent with policies and provisions of the comprehensive plan; and

3
4 d. Conditions shall be attached to the permit assuring that the use is compatible with
5 other existing and potential uses within the same general area and that the use shall not
6 constitute a nuisance.
7

8 4. Variances. An applicant or property owner may request a variance from any numeric
9 standard, except for the standards contained within Chapter 19.07 MICC. A variance shall be
10 granted by the city only if the applicant can meet all criteria in "a." through "g.". A variance for
11 increased impervious surface pursuant to subsection "h." shall be granted by the city only if the
12 applicant can meet criteria "a." through "h.":

13
14 a. The strict enforcement of the provisions of Title 19 MICC will create an unnecessary
15 hardship to the property owner;

16
17
18 b. The variance is the minimum necessary to grant relief to the property owner;

19
20 ca. No use variance shall be allowed;

21
22 db. There are special circumstances applicable to the particular lot such as the size,
23 shape, topography, or location of the lot; the trees, groundcover, or other physical
24 conditions of the lot and its surroundings; or factors necessary for the successful
25 installation of a solar energy system such as a particular orientation of a building for the
26 purposes of providing solar access;

27
28 ee. The granting of the variance will not be materially detrimental to the public welfare
29 or injurious to the property or improvements in the vicinity and zone in which the
30 property is situated;

31
32 ef. The granting of the variance will not alter the character of the neighborhood, nor
33 impair the appropriate use or development of adjacent property; and

34
35 eg. The variance is consistent with the policies and provisions of the comprehensive plan
36 and the development code.

37
38 h. The basis for requesting the variance is not the direct result of a past action by the
39 current or prior property owner.

40
41 i. Public and private schools, religious institutions, private clubs and public facilities in
42 single-family zones with slopes of less than 15 percent may request a variance to
43 increase the impervious surface to a maximum 60 percent impervious surface and such

1 variance application will be granted if the hearing examiner determines that the
2 applicant has demonstrated that the following criteria are satisfied:

3
4 i. There will be no net loss of pervious surface from the existing pervious
5 surface. No net loss will be determined by the code official and may be achieved
6 by off-site mitigation and/or by reconstructing existing parking areas to allow
7 stormwater penetration. This replacement will be an exception to subsection
8 (D)(2)(b) of this section prohibiting parking areas from being considered as
9 pervious surfaces;

10
11 ii. All stormwater discharged shall be mitigated consistent with the most recent
12 Washington State Department of Ecology Stormwater Management Manual for
13 Western Washington, including attenuation of flow and duration. Mitigation will
14 be required for any and all new and replaced impervious surfaces. In designing
15 such mitigation, the use of a continuous simulation hydrologic model such as
16 KCRTS or WWHM shall be required; event based models will not be allowed. In
17 addition, mitigation designs shall utilize flow control best management practices
18 (BMPs) and low impact development (LID) techniques to infiltrate, disperse and
19 retain stormwater on site to mitigate the increased volume, flow and pollutant
20 loading to the maximum extent feasible;

21
22 iii. The director must approve a storm drainage report submitted by the
23 applicant and prepared by a licensed civil engineer assuring the city that city
24 infrastructure, in concert with the project design, is adequate to accommodate
25 storm drainage from the project site, or identifying appropriate improvements
26 to public and/or private infrastructure to assure this condition is met, at the
27 applicant's expense; and,

28
29 iv. The variance may not be used with other provisions to exceed this maximum
30 60 percent impervious surface coverage.

31
32
33
34 5. Setback Deviation. A setback deviation shall be granted by the city only if the applicant
35 demonstrates all of the following:

36
37 a. Setback deviation criteria. Setback deviations shall be subject to the following
38 criteria:

39
40 ia. No use deviation shall be allowed;

41
42 bii. The granting of the deviation will not be materially detrimental to the public
43 welfare or injurious to the property or improvements in the vicinity and zone in
44 which the property is situated;

1
2 €iii. The granting of the deviation will not alter the character of the
3 neighborhood, nor impair the appropriate use or development of adjacent
4 property; and

5
6 €iv. The deviation is consistent with the policies and provisions of the
7 comprehensive plan and the development code.

8
9 v. The basis for requesting the deviation is not the direct result of a past action
10 by the current or prior property owner.

11
12 vi. The setback deviation is associated with the approval of development of a
13 single lot or subdivision that is constrained by critical areas or critical area
14 buffers.

15
16 vii. The building pad resulting from the proposed deviation will result in less
17 impact to critical areas or critical areas buffers.

18
19 viii. Yard setbacks shall not be reduced below the following minimums:

20
21 (A) . Front and rear setbacks may not be reduced to less than 10 feet
22 each;

23
24 (B) . Side setbacks may not be reduced to less than five feet.

25
26 ...
27
28 K. Expiration of Approvals.

29 1. General. Except for long and short subdivisions, building permits or ~~unless as~~ otherwise
30 conditioned in the approval process, permits shall expire one year from the date of notice of
31 decision if the activity approved by the permit is not exercised. ~~Responsibility for knowledge of~~
32 ~~the expiration date shall be with the applicant.~~

33 2. Long and short subdivision.

34
35 a. Once the preliminary plat for a long subdivision has been approved by the city, the
36 applicant has five years to submit a final plat meeting all requirements of this chapter to
37 the city council for approval.

38
39 b. Once the preliminary plat for a short subdivision has been approved by the city, the
40 applicant has one year to submit a final plat meeting all requirements of this chapter. A
41 plat that has not been recorded within one year after its preliminary approval shall
42 expire, becoming null and void. The city may grant a single one-year extension, if the
43 applicant submits the request in writing before the expiration of the preliminary
44 approval.

1
2 c. In order to renew an expired preliminary plat, a new application must be submitted.

3
4 3. Responsibility for knowledge of the expiration date shall be with the applicant.

5
6 L. Code Interpretations.

7 1. Upon ~~request~~ formal application or as determined necessary, the code official ~~shall~~ may issue
8 a written interpretation of ~~interpret~~ the meaning or application of provisions of the
9 development code. In issuing the interpretation, the code official shall consider the following:

10 a. The plain language of the code section in question;

11 b. Purpose and intent statement of the chapters in question;

12 c. Legislative intent of the City Council provided with the adoption of the code sections
13 in question;

14 d. Policy direction provided by the Mercer Island Comprehensive Plan;

15 e. Relevant judicial decisions;

16 f. Consistency with other regulatory requirements governing the same or similar
17 situation;

18 g. The expected result or effect of the interpretation; and,

19 h. Previous implementation of the regulatory requirements governing the situation.

20 2. The code official may also bring any issue of interpretation before the planning commission
21 for determination. Anyone in disagreement with an interpretation by the code official may also
22 request a review ~~appeal~~ of the code official's interpretation ~~by to~~ the ~~planning~~
23 commission ~~hearing examiner~~.

1 Chapter 19.16
2 DEFINITIONS
3

4 Accessory Buildings: A separate building or a portion of the main building, the use of which is related to
5 and supports that of the main building on the same lot.

6 1. Attached Accessory Building: An accessory building that shares a portion of one of its walls
7 with the main building, is separated from the main building by less than five feet, or is attached
8 to the main building by a structure other than a fence.

9 2. Detached Accessory Building: An accessory building that does not share a portion of any of its
10 walls with the main building and is separated from the main building by more than five feet and
11 is not attached to the main building by a structure other than a fence or a pedestrian walkway.

12 For example, detached accessory buildings may include, but are not limited to, garages,
13 cabanas, guest rooms, and other similar buildings.

14 ...

15
16 Accessory Structure: A separate structure that is not an accessory building, but is accessory and
17 subordinate or incidental to the main building on the same lot including, but not limited to, the
18 following: decks, porches, fences, trellises, and similar structures.

19 ...
20

21
22 “Applicant” means a property owner or a public agency or private utility or any person or entity
23 designated or named in writing by the property or easement owner to be the applicant, in an
24 application for a development permit, land use application, or other city approval.

25 ...
26

27
28 Development proposal: The application for a permit or other approval from the City of Mercer Island
29 relative to the use or development of land.

30 ...
31

32
33 Development proposal site: The boundaries of the lot or lots for which an applicant has or should have
34 applied for approval from the City of Mercer Island to carry out a development proposal.

35 ...
36

37
38 Driveway: The vehicular access on to a lot containing one single family dwelling, or the required
39 vehicular access to, or through, an area designed for parking.

40 ...
41
42

1 Feasible ~~(SMP)~~: An action that is required to achieve project approval, such as a design requirement,
2 development project condition, mitigation, or preservation requirement, and that meets all of the
3 following conditions:

- 4 ~~(1)~~ 1. ~~The~~ The action can be accomplished with technologies and methods that have been used in
5 the past in similar circumstances, or studies or tests have demonstrated in similar circumstances
6 that such approaches are currently available and likely to achieve the intended results; ~~(2)~~
7 2. ~~The~~ The action provides a reasonable likelihood of achieving its intended purpose; and
8 3. ~~(3)~~ ~~The~~ The action does not physically preclude achieving the project's primary intended legal
9 use. In cases where these guidelines require certain actions unless they are infeasible, the
10 burden of proving infeasibility is on the applicant. In determining an action's infeasibility, the
11 reviewing agency may weigh the action's relative public costs and public benefits, considered in
12 the short- and long-term time frames.

13 ...
14 ...
15 ...
16 Floor: The continuous, supporting surface extending horizontally through a building or structure that
17 serves as the level base of a room upon which a person stands or travels.

18 ...
19 ...
20 ...
21 Formal design review: Design review conducted by the Design Commission.

22 ...
23 ...
24 ...
25 Gross Floor Area: The total square footage of floor area bounded by the exterior faces of the building.

26 1. The gross floor area of a single-family dwelling shall include:

- 27 a. The main building, including but not limited to attached accessory buildings.
28 b. All garages and covered parking areas, and detached accessory buildings with a gross
29 floor area over 120 square feet.
30 c. That portion of a basement which projects above existing grade as defined and
31 calculated in Appendix B of this development code.

32 d. Stair cases.

33 e. Decks that are attached to the second or third story of a single family dwelling and
34 are covered by a roof. For the purposes of calculating the gross floor area of covered
35 decks, the entire deck area covered by the roof shall be accounted for as floor area,
36 provided an 18" eave extending beyond the edge of the deck shall not be included in
37 the gross floor area.

38 f. Space under stairways or stairwells that is used, for example, as a closet or storage
39 space if that space meets the definition of "Floor".

40 2. The gross floor area of a single family dwelling does not include:

41 a. Second- or third-story uncovered decks, or uncovered rooftop decks.

42 32. In the Town Center, gross floor area is the area included within the surrounding exterior
43 finish wall surface of a building, excluding courtyards and parking surfaces.
44

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Tree, Exceptional: A tree or group of trees that because of its unique historical, ecological, or aesthetic value constitutes an important community resource. An exceptional tree is a tree that is rare or exceptional by virtue of its size, species, condition, cultural / historic importance, age, and / or contribution as part of a tree grove. Trees with a diameter of more than 36 inches, or with a diameter that is equal to or greater than the diameter listed in the Exceptional Tree Table are considered exceptional trees unless they are also hazardous trees:

Exceptional Tree Table

<u>Species</u>	<u>Threshold Diameter</u>
<u>Native Species</u>	
<u>Oregon ASH – <i>Fraxinus latifolia</i></u>	<u>2 ft</u>
<u>Quaking ASPEN – <i>Populus tremuloides</i></u>	<u>1 ft</u>
<u>Paper BIRCH – <i>Betula papyrifera</i></u>	<u>1 ft 8 in</u>
<u>CASCARA – <i>Rhamnus purshiana</i></u>	<u>8 in</u>
<u>Western Red CEDAR – <i>Thuja plicata</i></u>	<u>2 ft 6 in</u>
<u>Pacific CRABAPPLE – <i>Malus fusca</i></u>	<u>1 ft</u>
<u>Pacific DOGWOOD – <i>Cornus nuttallii</i></u>	<u>6 in</u>
<u>Douglas FIR – <i>Pseudotsuga menziesii</i></u>	<u>2’6 in</u>
<u>Grand FIR – <i>Abies grandis</i></u>	<u>2 ft</u>
<u>Black HAWTHORN – <i>Crataegus douglasii</i></u>	<u>6 in</u>
<u>Western HEMLOCK – <i>Tsuga heterophylla</i></u>	<u>2 ft</u>
<u>MADRONA – <i>Arbutus menziesii</i></u>	<u>6 in</u>
<u>Bigleaf MAPLE – <i>Acer macrophyllum</i></u>	<u>2 ft 6 in</u>
<u>Dwarf or Rocky Mountain MAPLE – <i>Acer glabrum</i> var. <i>Douglasii</i></u>	<u>6 in</u>
<u>Vine MAPLE – <i>Acer circinatum</i></u>	<u>8 in</u>
<u>Oregon White or Garry OAK – <i>Quercus garryana</i></u>	<u>6 in</u>
<u>Lodgepole PINE – <i>Pinus contorta</i></u>	<u>6 in</u>
<u>Shore PINE – <i>Pinus contorta</i> ‘contorta’</u>	<u>1 ft</u>
<u>Western White PINE – <i>Pinus monticola</i></u>	<u>2 ft</u>
<u>Western SERVICEBERRY – <i>Amelanchier alnifolia</i></u>	<u>6 in</u>
<u>Sitka SPRUCE – <i>Picea sitchensis</i></u>	<u>6 in</u>
<u>WILLOW (All native species) – <i>Salix</i> sp. (<i>Geyeriana</i> ver <i>meleina</i>, <i>eriocephala</i> ssp. <i>mackenzieana</i>, <i>Hookeriana</i>, <i>Piperi</i>, <i>Scouleriana</i>, <i>sitchensis</i>)</u>	<u>8 in</u>
<u>Pacific YEW – <i>Taxus brevifolia</i></u>	<u>6 in</u>
<u>Non-native Species</u>	
<u>Orchard (Common) APPLE – <i>Malus</i> sp.</u>	<u>1 ft 8 in</u>
<u>European ASH – <i>Fraxinus excelsior</i></u>	<u>1 ft 10 in</u>
<u>Green ASH – <i>Fraxinus pennsylvanica</i></u>	<u>2 ft 6 in</u>
<u>Raywood ASH – <i>Fraxinus oxycarpa</i></u>	<u>2 ft</u>
<u>European BEECH – <i>Fagus sylvatica</i></u>	<u>2 ft 6 in</u>
<u>European White BIRCH – <i>Betula pendula</i></u>	<u>2 ft</u>

<u>Atlas CEDAR – <i>Cedrus atlantica</i></u>	<u>2 ft 6 in</u>
<u>Deodor CEDAR – <i>Cedrus deodara</i></u>	<u>2 ft 6 in</u>
<u>Incense CEDAR – <i>Calocedrus decurrens</i></u>	<u>2 ft 6 in</u>
<u>Flowering CHERRY – <i>Prunus</i> sp. (<i>serrula, serrulata, sargentii, subhirtella, yedoensis</i>)</u>	<u>1 ft 11 in</u>
<u>Lawson CYPRESS – <i>Chamaecyparis lawsoniana</i></u>	<u>2 ft 6 in</u>
<u>Kousa DOGWOOD – <i>Cornus kousa</i></u>	<u>1 ft</u>
<u>Eastern DOGWOOD – <i>Cornus florida</i></u>	<u>1 ft</u>
<u>American ELM – <i>Ulmus americana</i></u>	<u>2 ft 6 in</u>
<u>English ELM – <i>Ulmus procera</i></u>	<u>2 ft 6 in</u>
<u>GINGKO – <i>Ginkgo biloba</i></u>	<u>2 ft</u>
<u>Common HAWTHORN <i>Crataegus laevigata</i></u>	<u>1 ft 4 in</u>
<u>Washington HAWTHORN – <i>Crataegus phaenopyrum</i></u>	<u>9 in</u>
<u>European HORNBEAM – <i>Carpinus betulus</i></u>	<u>1 ft 4 in</u>
<u>KATSURA – <i>Cercidiphyllum japonicum</i></u>	<u>2 ft 6 in</u>
<u>Littleleaf LINDEN – <i>Tilia cordata</i></u>	<u>2 ft 6 in</u>
<u>Honey LOCUST – <i>Gleditsia triacanthos</i></u>	<u>1 ft 8 in</u>
<u>Southern MAGNOLIA – <i>Magnolia grandiflora</i></u>	<u>1 ft 4 in</u>
<u>Paperbark MAPLE – <i>Acer griseum</i></u>	<u>1 ft</u>
<u>Japanese MAPLE – <i>Acer palmatum</i></u>	<u>1 ft</u>
<u>Red MAPLE – <i>Acer rubrum</i></u>	<u>2 ft 1 in</u>
<u>Sugar MAPLE – <i>Acer saccharum</i></u>	<u>2 ft 6 in</u>
<u>Sycamore MAPLE – <i>Acer pseudoplatanus</i></u>	<u>2 ft</u>
<u>MONKEY PUZZLE TREE – <i>Araucaria araucana</i></u>	<u>1 ft 10 in</u>
<u>MOUNTAIN-ASH – <i>Sorbus aucuparia</i></u>	<u>2 ft 5 in</u>
<u>Pin OAK – <i>Quercus palustris</i></u>	<u>2 ft 6 in</u>
<u>Red OAK – <i>Quercus rubra</i></u>	<u>2 ft 6 in</u>
<u>Callery PEAR – <i>Pyrus calleryana</i></u>	<u>1 ft 1 in</u>
<u>Austrian Black PINE – <i>Pinus nigra</i></u>	<u>2 ft</u>
<u>Ponderosa PINE – <i>Pinus ponderosa</i></u>	<u>2 ft 6 in</u>
<u>Scot's PINE – <i>Pinus sylvestris</i></u>	<u>2 ft</u>
<u>London PLANE – <i>Platanus acerifolia</i></u>	<u>2 ft 6 in</u>
<u>Flowering PLUM – <i>Prunus cerasifera</i></u>	<u>1 ft 9 in</u>
<u>Coastal REDWOOD – <i>Sequoia sempervirens</i></u>	<u>2 ft 6 in</u>
<u>Giant SEQUOIA – <i>Sequoiadendron giganteum</i></u>	<u>2 ft 6 in</u>
<u>Japanese SNOWBELL – <i>Styrax japonica</i></u>	<u>1 ft</u>
<u>American SWEETGUM – <i>Liquidambar styraciflua</i></u>	<u>2 ft 3 in</u>
<u>TULIP TREE – <i>Liriodendron tulipifera</i></u>	<u>2 ft 6 in</u>
<u>WILLOW (All non-native species)</u>	<u>2 ft</u>

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Tree, Grove: A grove means a group of 8 or more trees each 10 inches in diameter that form a continuous canopy. Trees that are part of a grove shall also be considered exceptional trees, unless they also meet the definition of a hazardous tree.

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4 Large (Regulated) Tree, Large (Regulated): Any conifer tree that is six feet tall with a diameter of 24
5 inches or more or any deciduous tree with a diameter of more than six inches.

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9 Small Tree, Small: Any conifer tree that is less than six feet tall with a diameter of less than 24 inches or
10 any deciduous tree with a diameter of six inches or less.

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12 ...

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14 Hazardous Tree, Hazardous: Any tree that receives an 11 or 12 rating under the International Society of
15 Arboricultural rating method set forth in Hazard Tree Analysis for Urban Areas (copies of this manual are
16 available from the city arborist) and may also mean any tree that receives a 9 or 10 rating, at the
17 discretion of the city arborist.

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21 Hardscape: The solid, hard, elements or structures that are incorporated into landscaping. The
22 hardscape includes, but is not limited to, structures, buildings, paved areas, stairs, walkways, decks,
23 pergolas, patios, and similar constructed elements. The hardscape within landscaping is usually made up
24 of materials that include, but are not limited to wood, stone, concrete, gravel, and pervious pavements
25 or pavers, and similar materials. Hardscape does not include solid, hard elements or structures that are
26 covered by a minimum of two feet of soil intended for softscape (for example, a septic tank covered
27 with at least two feet of soil and planted shrubs is not hardscape). Hardscape areas do not include
28 driveways.

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31
32 Landscaping: The arrangement and planting of softscape elements (e.g. trees, grass, shrubs and
33 flowers), and the installation of hardscape elements (e.g. placement of fountains, patios, street furniture
34 and ornamental concrete or stonework).

35
36 ...

37 Lot, Large: A lot that contains sufficient area, and is of sufficient dimension, to be subdivided. Large lots
38 shall contain a minimum area as follows:

- 39 1. R-8.4: 16,800 square feet.
- 40 2. R-9.6: 19,200 square feet.
- 41 3. R-12: 24,000 square feet.
- 42 4. R-15: 30,000 square feet.

43 ...

44

1 Lot area: The area contained within the established boundaries of a lot. The lot area includes, but is not
2 limited to, areas encumbered by critical areas, shorelines, and public or private easements.

3
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5 Lot area, net: The area contained within the established boundaries of a lot, less any area used for public
6 or private easements.

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10 Lot coverage, maximum: The maximum area of a residentially zoned lot that may be covered by a
11 combination of buildings and vehicular driving surfaces.

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15 Reasonable Best Efforts: An applicant has used reasonable best efforts to perform an action when an
16 applicant demonstrates that one of the following prevents compliance with the applicable standard:

- 17 1. The action cannot be accomplished with technologies and methods that have been used in
18 the past in similar circumstances, or studies or tests have demonstrated in similar
19 circumstances that such approaches unlikely to achieve the intended results;
- 20 2. The action does not provide a reasonable likelihood of achieving its intended purpose; or
- 21 3. The action physically precludes achieving the project's primary intended legal use.

22 In cases where the code requires "reasonable best efforts" to comply with standards, the burden of
23 proving that reasonable best efforts have been taken, and compliance is infeasible, is on the applicant.

24 In determining whether reasonable best efforts have been taken the reviewing agency may weigh the
25 applicant's actions to comply with the applicable standard and the action's relative public costs and
26 public benefits, considered in the short- and long-term time frames. The reviewing agency may also
27 evaluate whether an applicant's prior actions have contributed to the applicant's inability to comply
28 with the applicable standard.

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30
31 Qualified Arborist: means an individual with relevant education and training in arboriculture or urban
32 forestry, having two (2) or more of the following credentials:

- 33
- 34 1. International Society of Arboriculture (ISA) Certified Arborist;
- 35 2. Tree Risk Assessor Certification (TRACE) as established by the Pacific Northwest Chapter of
36 ISA (or equivalent);
- 37 3. American Society of Consulting Arborists (ASCA) registered Consulting Arborist;
- 38 4. Society of American Foresters (SAF) Certified Forester for Forest Management Plans;

39
40 For tree retention reviews associated with a development proposal, a qualified arborist must have, in
41 addition to the above credentials, a minimum of three (3) years' experience working directly with the
42 protection of trees during construction and have experience with the likelihood of tree survival after
43 construction. A qualified arborist must also be able to prescribe appropriate measures for the
44 preservation of trees during land development.

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Softscape: The living or unhardened elements that are incorporated into landscaping. The softscape generally includes plants, flower beds, tree retention areas, uncovered dirt, compost or mulched areas, wetlands, and wetland or watercourse buffers.

...

Street: An improved or unimproved public or private right-of-way or easement which affords or could be capable of affording vehicular access to property.

1. Collector Arterial: A street designed to collect and distribute traffic from major arterials to the local access streets. The collector arterial is similar to a local access street except for stop and yield privileges over a local access street and restrictions for on street parking.
2. Local Access Street: A street designated for direct access to properties, and which is tributary to the arterial system.
3. Major Arterial Street: A street designed to collect and distribute large volumes of traffic from the freeway, Town Center and less important arterial streets. This type of arterial normally is designed to expedite through traffic.
4. Second Arterial Street: A street designed to collect and distribute traffic from the freeway or major arterials and less important streets.
5. Driveways are not streets.

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APPENDIX B BASEMENT FLOOR AREA CALCULATION

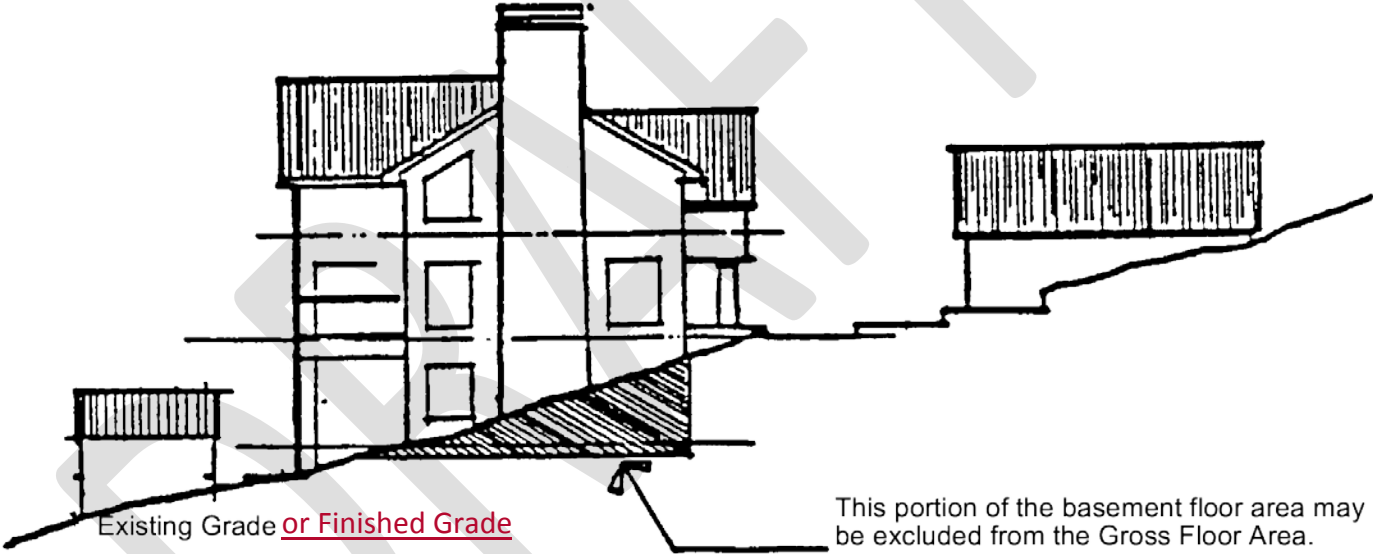
The Mercer Island Development Code excludes that portion of the basement floor area from the Gross Floor Area which is below grade. That portion of the basement which will be excluded is calculated as shown.

Portion of Excluded Basement Floor Area =

$$\frac{\text{Total Basement Area} \times \sum(\text{Wall Segment Coverage} \times \text{Wall Segment Length})}{\text{Total of all Wall Segment lengths}}$$

Where the terms are defined as follows:

- TOTAL BASEMENT AREA is the total amount of all basement floor area.
- WALL SEGMENT COVERAGE is the portion of an exterior wall below existing or finished grade, whichever is lower. It is expressed as a percentage. (Refer to example.)
- WALL SEGMENT LENGTH is the horizontal length of each exterior wall in feet.



EXAMPLE OF BASEMENT FLOOR AREA CALCULATION

This example illustrates how a portion of the basement floor area may be excluded from the Gross Floor Area. In order to complete this example, the following information is needed.

- A. A topographic map of the existing grades and the proposed finished grades.
- B. Building plans showing dimensions of all exterior wall segments and floor areas.
- C. Building elevations showing the location of existing grades and proposed finished in relation to basement level.

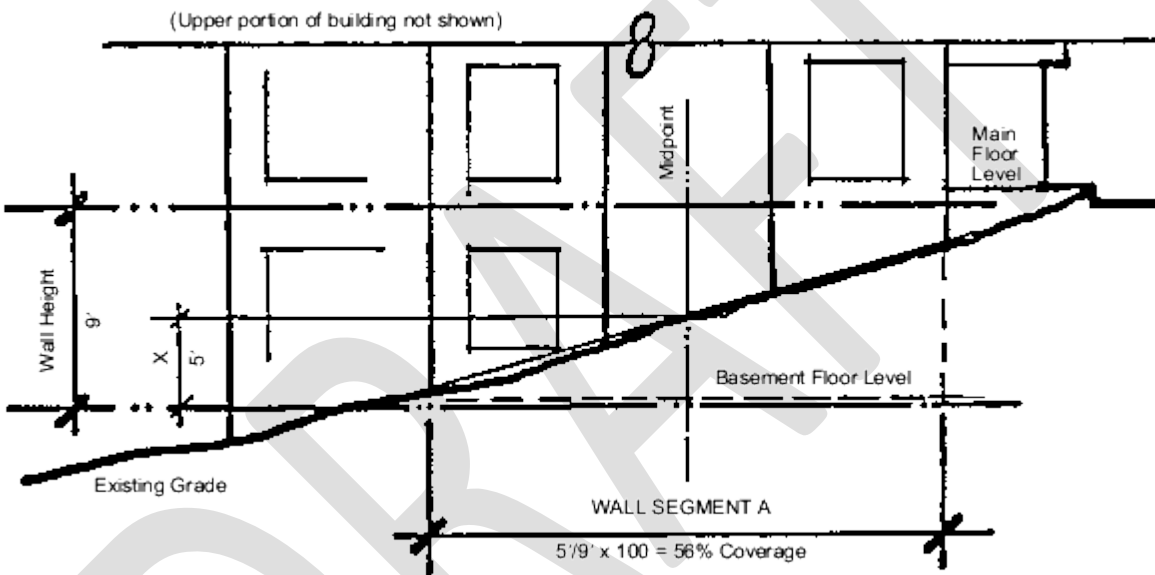
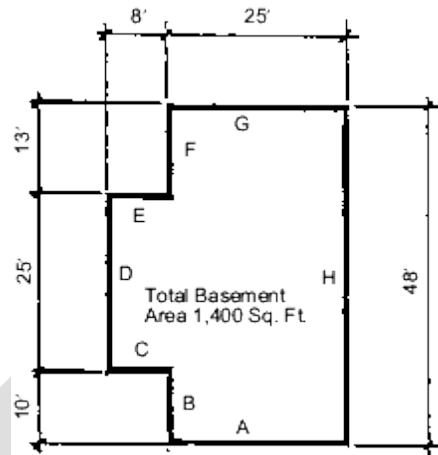
Step One

1 Determine the number and lengths of the Wall Segments.

2 Step Two

3 Determine the Wall Segment Coverage (in %) for each Wall Segment.

4 In most cases this will be readily apparent, for example a downhill
 5 elevation which is entirely above existing grade or will be entirely
 6 above finished grade. In other cases where the existing or finished
 7 grade contours are complex, an averaging system shall be used.
 8 (Refer to illustration.)



9

10 Step Three

11 Multiply each Wall Segment Length by the percentage of each Wall Segment Coverage and add these results
 12 together. Divide that number by the sum of all Wall Segment Lengths. This calculation will result in a
 13 percentage of basement wall which is below grade. (This calculation is most easily completed by compiling a
 14 table of the information as illustrated below.)

15 Table of Wall Lengths and Coverage

Wall Segment	Length	Coverage	Result
A	25x	56%	14x%
B	10x	0%	0x%
C	8x	0%	0x%
D	25x	0%	0x%

E	8x	0%	0x%
F	13x	0%	0x%
G	25x	60%	15x%
H	48x	100%	48x%
Totals	162x	NA	77x%

1 Step Four

2 Multiply the Total Basement Floor Area by the above percentage to determine the Excluded Basement Floor
3 Area.

Portion of Excluded Basement Floor Area =

=1,400 Sq. Ft. x

(25x x 56% + 10x x 0% . . . 25x x 60% + 48x x 100%)

162x

=1,400 Sq. Ft. x 47.53%

=665.42 Sq. Ft. Excluded from the Gross Floor Area

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DEVELOPMENT SERVICES GROUP

9611 SE 36TH ST., MERCER ISLAND, WA 98040
(206) 275-7605



TO: City Council

FROM: Planning Commission

DATE: June 5, 2017

RE: ZTR16-004 - Residential Development Standards – Accompanying Recommendations

Summary

This memo is intended to summarize the Planning Commission's accompanying recommendation to the City Council. The Planning Commission identified a number of items during the review of the Residential Development Standards that appear to require additional Council review and action.

The Planning Commission recommends that the City Council direct the Planning Commission to:

1. Consider legislation related to providing increased opportunities for duplexes, townhomes, and / or cottage housing in single-family zones
2. Evaluate the zoning designations established within the City for consistency with on-the-ground conditions and the Comprehensive Plan to: A) determine if the transition between zoning designations is appropriate; and B) determine if current zoning designations adequately match on-the-ground development patterns.
3. Consider creating a "site plan" or "land use" review process for all residential projects in Chapter 19.15 MICC and to require pre-application review for complex projects.
4. Evaluate the Residential Development Standards code amendment in 3 to 5 years to determine its effectiveness.
5. Evaluate the provisions related to non-conforming structures, sites, lots and uses to determine if further amendments are necessary following the adoption of the proposed residential development standards.
6. Evaluate the subdivision design standards to determine if the required infrastructure design (e.g. water, sewer, street and vehicle access, and storm water) requirements are consistent with the Comprehensive Plan.
7. Evaluate the provisions that require a long plat to divide property that has an area of more than 4 acres in area.
8. Re-evaluate the effect of the proposed amendments to the residential development standards after a specified period of time (3 to 5 years following adoption) and report back to the City Council.

Other recommendations:

9. Request the City Council to fund a full time city arborist for plan review in the Development Services Group.
10. Request staff to create comprehensive "Client Assistance" memorandums to clarify permitting processes
11. Designate the former Boys and Girls club property for landmark protection before it is developed.
12. Create a mechanism for easy cross-references within the Mercer Island City Code.



DEVELOPMENT SERVICES GROUP

9611 SE 36TH ST., MERCER ISLAND, WA 98040
(206) 275-7605



TO: City Council
FROM: Evan Maxim, Planning Manager
DATE: June 5, 2017
RE: ZTR16-004 - Residential Development Standards – Recommendation Summary

Summary

This memo is intended to summarize the Planning Commission recommendations regarding the amendments to the residential development standards. The first section contains “significant amendments” to the residential development standards, while the second section provides a simple list of less significant amendments.

Section 1: Proposed Significant Amendments:

Each significant amendment summary is divided into two parts: the proposed amendment, and the rationale for the change as currently understood by staff.

Gross floor area

1. Amendments:
 - a. Reduce the allowed gross floor area from 45% to 40%.
 - b. Allow for an additional 5% of gross floor area for accessory dwelling units and accessible single family dwellings on the first floor.
 - c. Limit (“cap”) the maximum gross floor area based upon the zoning designation.
 - d. Regulate covered decks (not uncovered decks).
 - e. Regulate rooms with high ceiling as 150% or 200% of the rooms’ gross floor area.
 - f. Modify the basement exclusion to exclude GFA below the existing or finished grade, whichever is less.
2. Rationale:
 - a. Generally reduce the size and bulk of new single family homes. Balance the goal of reducing homes size and bulk with the goals of providing accessory dwelling units and accessible homes.
 - b. More closely tie the size of the proposed house to the zoning designation. Very large homes are not well suited for neighborhoods that are designed for smaller lots.

- c. Ensure that the gross floor area standard more closely regulates the apparent bulk of the house.

Lot coverage

- 3. Amendments:
 - a. Replace the current lot coverage / impervious surface limits with a standard that requires 60% of the net lot area to be landscaped.
 - b. A minimum of 80% of the landscaped area should be improved with “softscape” such as plants, trees, garden areas, etc. The remaining area may be used for “hardscape” such as decks, walkways, etc.
 - c. Create an allowance for a pervious sports court or similar recreational improvement of up to 1,200 square feet.
- 4. Rationale:
 - a. The regulation more closely aligns with the desired effect for new single family dwelling units (i.e. encouraging the design and installation of landscaping).
 - b. Replaces the term “impervious surface”, which is closely tied to the drainage functionality rather than the desired outcome. The terms “softscape” and “hardscape” are more closely aligned with the desired outcome of preserving neighborhood character.
 - c. Allows for single story homes to maximize gross floor area and comply with the new standard.

Building height

- 5. Amendments:
 - a. Limit the maximum façade height on the downhill side to 30 feet (reduced from 35 feet).
 - b. Measure the downhill façade height from finished or existing grade, whichever is lower.
- 6. Rationale:
 - a. Reduces the bulk of the building following construction and recognizes that the finished grade may be lowered during construction, thereby increasing the appearance of the building bulk.

Parking

- 7. Amendment:
 - a. Reduce the number of required parking stalls for new homes on lots from 3 to 2 parking stalls. Only one of the parking stalls would need to be in a garage.
- 8. Rationale:
 - a. A typical garage parking stall will require a minimum of 200 square feet of area. The garage area is part of the gross floor area of the home, which reduces the amount of living space accordingly.

Variable side yard setbacks

9. Amendments:

- a. Lots with a width of greater than 90 feet require a cumulative side yard depth of 17% of the lot width. Lots with a width of 90 feet or less require a cumulative side yard depth of 15 feet.
- b. For lots with an area of more than 6,000 square feet, minimum side yard depths should be increased by 150% (an increase from 5 feet to 7.5 feet) where they adjoin single family dwellings with a height of 15 feet (or 18 feet for gable-ended homes).
- c. For lots with an area of more than 6,000 square feet, side yard depths should be increased by 200% (an increase from 5 feet to 10 feet) where they adjoin single family dwellings with a height of 25 feet.

10. Rationale:

- a. For wider lots, the increased setback is intended to provide for additional space between homes. The bulk of the wider home would be balanced by the increased setback width.
- b. Variable minimum side yard depths were preferred over the daylight plane approach.
- c. Very small lots were already difficult to design a house for, and should not be subject to variable minimum side yard depths.
- d. The variable minimum side yard depth reduced the “looming” effect of a very tall new home next to a relatively shorter home.

Tree retention

11. Amendment:

- a. Exempt hazardous and undesirable trees from tree permitting and retention requirements.
- b. Require a tree permit for removal of trees greater than 24” in diameter.
- c. Require tree retention for new single family dwelling construction, additions of more than 500 sqft, and short and long subdivisions.
- d. Provide an exemption from tree retention for single family construction or additions on very small lots.
- e. Tree retention is 30% of the trees on the site with a diameter greater than 10” + reasonable best efforts for trees outside the limits of clearing for the proposed work
- f. Create an incentive to retain priority trees
- g. Create an option to require retention of exceptional trees
- h. Tree replacement is required for trees removed associated with new construction, additions, and short and long subdivisions. No tree replacement is required otherwise.
- i. Allow for a fee-in-lieu of tree replacement in some circumstances.
- j. Establish minimum tree protection standards.

12. Rationale:

- a. Focus the regulations on trees that are most important and valuable to the community (the large, healthy trees that have a reasonable chance of long term viability).

- b. The tree permit is necessary to ensure compliance with tree retention, protection, and replacement requirements.
- c. Authorize the city to require the re-design of some new single family homes and subdivisions to ensure retention of exceptional trees.
- d. Establish a clear standard for retention and protection. Provide appropriate flexibility from the standard based upon site specific analysis.

Large lots

13. Amendments:

- a. Require new single family homes on lots that are large enough to subdivide to either: 1) subdivide, 2) design the layout to comply with short subdivision requirements, or 3) record a covenant preventing additional subdivision for some 5 years.

14. Rationale:

- a. Prevent the siting of a single family dwelling prior short subdivision application that would result in non-compliance with the design standards for subdivision.

Construction permits

15. Amendments:

- a. Limit construction hours to M-F: 7AM to 7PM; Sat: 9AM to 6PM; Sundays and Holidays – No Construction
- b. Limit construction permit renewals to 1 year following a single 30-day extension. Building permits would be “valid” for a maximum of 3 years.
- c. Require construction management plans and schedules for large projects and all permit renewals.

16. Rationale:

- a. Reduce the likelihood of extended construction timelines by requiring proactive scheduling and management.
- b. Prohibit “never-ending” permits.
- c. Revise construction hours to end at an earlier time.

Deviations and variances

17. Amendments:

- a. Eliminate fence height and impervious deviations.
- b. Limit fence height to 42 inches in front yards, except along portions of Island Crest Way and SE 40th Street.
- c. Clarify variance and deviation criteria and make criteria more restrictive (i.e. make it harder to get a variance or deviation).

18. Rationale:

- a. Decrease the amount of flexibility provided through deviations or variances.
- b. Increase the predictability of deviation and variance approvals.

Accessory Buildings and Structures

19. Amendments:

- a. Limit the gross floor area of accessory buildings to 25% of the allowed gross floor area on the site.
- b. Limit the height of accessory buildings and structures to 17 feet.

20. Rationale:

- c. Decrease the size and bulk of accessory buildings and structures.
- d. Ensure that the single family dwelling is the primary structure.

Section 2: Proposed Less Significant Amendments:

The following summary of less significant amendments is generally grouped by the chapter the proposed amendments are located within.

21. Chapter 19.01 MICC:
 - a. Update the provisions related to legally established non-conformances (e.g. “grandfathered” uses or improvements) for consistency with proposed amendments.
 - b. Broadening provisions related to non-conforming decks to apply to all zoning designations (instead of limiting it to the R-8.4 zoning designation).
 - c. Re-locating variance and deviation procedures to Chapter 19.15 MICC.
22. Chapter 19.02 MICC:
 - a. Adding purpose and applicability sections to this chapter for clarification and to assist in applying the chapter to development review.
 - b. Amendments to improve readability and clarity of existing standards.
 - c. Re-locating variance and deviation criteria and procedures to Chapter 19.15 MICC.
 - d. Clarifying that new buildings shall be located within a designated building pad.
 - e. Amending and clarifying the rock and retaining wall regulations to limit re-grading of cut and fill slopes.
23. Chapter 19.07 MICC:
 - a. Updating references to variance and deviation criteria and procedures, to refer to Chapter 19.15 MICC.
24. Chapter 19.08 MICC:
 - a. Clarify requirements on preliminary subdivisions to identify the proposed building pad location.
 - b. Re-locating procedural requirements for short subdivisions and lot line revisions to Chapter 19.15 MICC
 - c. Revising requirements for lot line revisions to comply with RCW 58.17.
 - d. Require subdivisions to comply with preferred development practices where feasible.
25. Chapter 19.09 MICC:
 - a. Require new development proposals (e.g. subdivisions, building permit applications, other applications) to designate a building pad.
 - b. Clarify the building pad design requirements.
 - c. Clarifying the language related to preferred development practices.
26. Chapter 19.15 MICC:
 - a. Clarifying that the applicant for a development proposal has the burden of demonstrating that the proposal complies with all applicable regulations and decision criteria.
 - b. Consolidating procedural and approval criteria into Chapter 19.15, related to deviations, variances, and subdivisions from other chapters.
 - c. Clarifying language related to the expiration of land use approvals.
 - d. Clarifying the code interpretation process and providing criteria for consideration by the code official in issuing a code interpretation.



DEVELOPMENT SERVICES GROUP

9611 SE 36TH ST., MERCER ISLAND, WA 98040
(206) 275-7605



TO: City Council

FROM: Evan Maxim, Planning Manager

DATE: June 14, 2017

RE: ZTR16-004 - Residential Development Standards – Proposed Amendments to Planning Commission Recommendations

Background

On May 17, 2017, the Planning Commission recommended that the City Council adopt proposed amendments to the Residential Development Standards. The proposed amendments to the Residential Development Standards are intended to address a scope of work generated by the City Council in August of 2016.

Based upon an evaluation of the draft regulations, the staff has prepared a table of proposed substantive amendments that are intended to capture the Planning Commission's recommended amendment, the proposed alternative amendment, the source of the proposed amendment, and a staff recommendation and the basis for the staff recommendation.

In recommending amendments, the staff has focused primarily on recommendations that would: 1) clarify the regulations or eliminate unintended consequences; 2) result in increased compliance with the Council's scope of work; or 3) improve the administration of the proposed regulations.

The attached table incorporates the original staff recommended amendments (included in the June 5 City Council packet as Exhibit 7) as the first two items in the attached table.

Draft Page #	Planning Commission Recommendation	Proposed Amendment	Source	Staff Recommendation / Rationale	
Amendments identified June 5, 2017					
1	<p>Page 19, Section F(3) – Lot Coverage</p> <p>(Hardscape & sports court allowance)</p>	<p>The proposed code allows up to 20% of the landscaping area provided on the site may be used for hardscape (e.g., decks, patios, walkways, etc). In addition to the hardscape allowance, up to 1,200 square feet of the landscaping may be used for a pervious recreational improvement (e.g. a pervious sports court or similar recreational improvement).</p>	<p>Amend the code to allow up to 10% of the landscaping to be used as hardscape.</p> <p>Eliminate the sports court exception to hardscape limitations.</p>	Staff review	<p><u>Adopted proposed amendment.</u> The scope of work provided by the City Council required review of the lot coverage standard to address concerns about the relative size of new homes compared to existing house stock.</p> <p>Generally, the current lot coverage regulations limit impervious surface in a manner similar to the Planning Commission’s recommended regulations. Special exceptions and allowances have been eliminated, resulting in a more predictable permitting outcome.</p> <p>However, the proposed allowance for 20% hardscape and sports court areas will result in an increase in overall hardscape on the site (generally in excess of the current allowances). Consequently, this amendment appears inconsistent with the Council’s scope of work.</p>
2	<p>Pages 45, 47-48, and 87 – Tree Permit</p> <p>(Tree permit and retention thresholds)</p>	<p>The proposed code requires a permit to remove trees with a diameter of 24 inches or greater.</p> <p>Retention of trees during development is focused</p>	<p>Amend the code such that the size threshold requiring a tree removal permit is the same diameter as the trees subject to retention. For example, trees over</p>	Staff review	<p><u>Adopted proposed amendment.</u> The tree removal permit is the main administrative tool used by the City to ensure compliance with tree retention requirements of the tree code.</p> <p>If the threshold for tree permits is not the same as the threshold for retention, the City cannot ensure compliance with the tree code during development.</p>

Draft Page #	Planning Commission Recommendation	Proposed Amendment	Source	Staff Recommendation / Rationale	
	on retaining trees with a diameter of 10 inches or greater.	10 inches in diameter require a permit and are subject to retention if associated with development.			
Gross Floor Area					
3	Pages 17-18, Allowances to increase GFA by 5%	<p>Accessory Dwelling Units may increase the allowed GFA by 5%, provided the total GFA does not exceed 45%, 5,000 square feet or the zone based caps.</p> <p>Accessible homes may also increase the increase the allowed GFA by 5%, provided the total GFA does not exceed 45% or the zone based caps. The 5,000 square foot limit does not apply to accessible homes.</p>	<p>Limit the accessible homes seeking the 5% increase in GFA to a maximum of 5,000 square feet (similar to ADUs).</p> <p>Reduce the 5,000 square foot threshold for both ADUs and accessible homes to 4,000 square feet.</p>	Dan Grausz	<p><u>No staff recommendation.</u> This is a policy question best addressed by the Council.</p> <p>This item was discussed by the Planning Commission.</p>

Building Height

4	Page 18, 23 - Building Height	Maximum building height is 30 feet measured from average building elevation. Average building elevation is measured from existing grade.	Amend the average building elevation calculation to measure maximum height from existing or finished grade, whichever is lower.	Dan Grausz.	<u>No staff recommendation.</u> This is a policy question best addressed by the Council. This item was discussed by the Planning Commission.
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Lot Coverage (also item #1 above)

5	Pages 18-19 – Lot coverage	Limit lot coverage based upon the net lot area. Net lot area is the total lot area, less areas constrained by easements.	Limit lot coverage based upon the total lot area (not the net lot area). Alternatively, limit lot coverage based upon a revised definition of net lot area, to exclude vehicle access easements.	Dan Grausz Staff review	Staff recommends excluding vehicle access easements from the lot area when calculating allowed lot coverage. Vehicle access easements, if included in the lot coverage limits, would be deducted from the allowed lot coverage of 40%, reducing the total amount of area available for house design. Vehicle access easements are also not available for landscaping (as they are assumed to be fully paved for access).
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Tree (also item #2 above)

7	Page 44, Exemptions from Tree permit	Several types of tree removal are exempt from the tree code: <ul style="list-style-type: none"> • Emergency removal • Small trees (defined) • Undesirable trees (listed) 	Limit exemptions to: <ul style="list-style-type: none"> • Small trees • Noxious weeds • Pruning Emergency removals could obtain permit	Dan Grausz	<u>No staff recommendation.</u> This is a policy question best addressed by the Council. This item was discussed by the Planning Commission.
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		<ul style="list-style-type: none"> • Trees in view easements • Pruning 	within 14 days of removal		
8	Pages 45-48, Tree removal and approval section (19.10.040), and Tree retention for development (19.10.060)	These sections were initially organized with the intent to clarify that the requirements for permit review and retention were based upon whether removal was associated with development, and the scale of the development.	Consolidate and clarify these sections.	Dan Grausz Staff review	<u>Adopt proposed amendment.</u> Staff recommends revising these sections for clarification and to consolidate duplicated language.
9	Page 46, Tree removal not associated with a development proposal	A tree permit is required for tree removal that is not otherwise part of a development proposal. No retention or replanting is required.	Prohibit removal of an exceptional tree and require replacement of all removed trees.	Dan Grausz	<u>No staff recommendation.</u> This is a policy question best addressed by the Council. This item was discussed by the Planning Commission.
10	Page 46, Tree removal with a development proposal	The Planning Commission focused primarily on single family development. Explicit requirements for tree retention in multifamily zones appear to have been inadvertently eliminated.	Clarify that tree retention is required for multifamily development.	Dan Grausz	<u>Adopt proposed amendment.</u> Staff recommends revising this section to clarify that tree retention is required for multifamily zoning designations.

11	Pages 46-47, 84, Tree retention requirements and Reasonable Best Efforts	<p>Require a minimum retention of 30% of trees “plus” reasonable best efforts to retain trees on site.</p> <p>Reasonable best efforts is defined (page 84)</p>	<p>Eliminate the definition of “reasonable best efforts” and define in tree chapter. The threshold test for reasonable best efforts would be:</p> <ul style="list-style-type: none"> • Single family – being unable to construct 80% of the allowed GFA; • Subdivision – being unable to create an otherwise allowed lot; • Multifamily – being unable to construct an apartment unit. 	Dan Grausz	<p><u>No staff recommendation.</u> This is a policy question best addressed by the Council.</p> <p>This item was discussed by the Planning Commission.</p>
12	Page 48, Tree Replacement	<p>Replace removed trees based upon a replacement ratio of 1:1, 2:1, and 4:1, depending on the diameter of the tree removed.</p>	<p>Increase the replacement ratios to 2:1, 3:1, and 4:1 respectively.</p>	Dan Grausz	<p><u>No staff recommendation.</u> This is a policy question best addressed by the Council.</p> <p>This item was discussed by the Planning Commission.</p>

			Modify replacement trees threshold such that any tree over 10" would require 3:1 replacement		
13	Page 49, Tree replacement	Allow the City Arborist discretion in authorizing smaller replacement trees or reducing the number of replacement trees based upon anticipated site conditions and success of replacement plantings.	Clarify that smaller trees may not be shrubs. Limit the reduction of replacement tree numbers to 20% of the required plantings (e.g., 8 of 10)	Dan Grausz	<u>No staff recommendation.</u> This is a policy question best addressed by the Council. This item was discussed by the Planning Commission.
14	Page 49-50, Tree Protection Standards	Specify minimum protection standards for retained trees. Allow for additional protection measures based on ISA Best Management Practices.	Eliminate specific protection measures and required compliance with ISA Best Management Practices.	Dan Grausz	<u>Adopt proposed amendment.</u> Staff recommends revising this section to only reference the ISA Best Management Practices. This item was discussed with Planning Commission.
15	Page 52, Trees on Public Property	Require an annual permit for removal of trees in City parks, subject to specific requirements.	Require that trees removed from City parks be replaced at the same ratio as private development.	Dan Grausz	<u>Staff does not recommend adopting this amendment.</u> The Parks Department regularly plants hundreds to thousands of trees in the parks as part of its regular programming. This requirement appears unnecessary and may reduce flexibility for the Parks Department in managing city parks.

					The Parks Department reports the number of trees in your biennial report to the City Council.
16	Page 52, Tree removal on public property	<p>Allow for a private property owner to remove trees in the public street right-of-way, provided the arborist determines removal is required for:</p> <ul style="list-style-type: none"> • Access to private property • Installation of required public improvements • Removal of a hazardous tree <p>Pruning is allowed if 60% of neighbors within 300 feet agree.</p>	<p>Limit removal for:</p> <ul style="list-style-type: none"> • Access to private property • Installation of required public improvements <p>Pruning would be allowed for:</p> <ul style="list-style-type: none"> • To address hazardous trees • 60% of neighbors within 300 feet agree 	Dan Grausz	<p><u>No staff recommendation.</u> This is a policy question best addressed by the Council.</p> <p>This item was discussed by the Planning Commission.</p>
Variance Criteria					
17	Page 71 – Variances	Allow for an application for a variance to any numeric standard, except for the standards in Chapter 19.07.	Prohibit the application for a variance to minimum lot area requirements, gross floor area, building	Dan Grausz	<p><u>Staff does not recommend adopting this amendment.</u> There are some circumstances where allowing for a variance to these standards is appropriate to avoid a regulatory takings. The variance criteria have been revised to limit variances to only those circumstances where a variance is warranted.</p>

			height, or lot coverage.		<p>If additional limitations on variances (e.g., to avoid abuse) is desired, staff recommends further revising the criteria for approval.</p> <p>This item was discussed by the Planning Commission.</p>
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Code Interpretations

18	Page 78 – Code Interpretations	Code interpretations may be appealed to the Hearing Examiner.	Allow for appeals of code interpretations whenever they are related to decision on a land use application	Dan Grausz	<p><u>No staff recommendation.</u> This is a policy question best addressed by the Council.</p> <p>This item was not discussed by the Planning Commission as part of this code amendment.</p>
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MEMORANDUM

To: Mercer Island

From: Bob Bengford AICP, partner, MAKERS

Date: June 13, 2017

Re: MAKERS Analysis of Mercer Island's Draft Amendments to the Residential Development Standards

MAKERS has assisted Staff in reviewing proposed residential development standards amendments and providing graphics to help illustrate key changes. As the proposals have evolved over the past few months, we were asked to provide an analysis of the current Planning Commission recommended draft. This analysis focuses on the following updates:

- Adjustment to the side yard setbacks (19.02.020.C.1.c)
- Maximum gross floor area (19.02.020.D)
- Building height limit (19.02.020.E)
- Lot coverage (19.02.020.F)
- Tree retention (19.10.060)

The table on the following pages focuses on the relative impact of change from the existing regulations. For each proposal element, the table includes a problem statement (based on the Council Adopted Scope of Work and Planning Commission discussion), includes a summary of the proposal, perceived benefits, drawbacks, and conclusions. Please note that some of the benefits may be perceived as drawbacks from the property owners' perspective. Also note that in some cases, alternative code options are noted in the conclusion column. These are "considerations" in light of the discussion of relative benefits and drawbacks of the proposal.

While the conclusions are provided for each of the code proposal concepts, it's important to consider how all of these provisions might collectively work together. A summary is included following the chart to document which provisions have the biggest impacts (both in terms of meeting objectives and impacts to development opportunities) and how all the provisions might work together.

Analysis Chart

Proposal	Benefits	Drawbacks	Conclusions
Adjustment to the side yard setbacks (19.02.020.C.1.c)			
<p>Problem statement: Massing of large new homes are incompatible with the established character of neighborhood and creating privacy and shade/shadow impacts on adjacent properties. In some cases, very wide lots result in very wide homes that “wall off” the street.</p>			
<p>i-ii. Total depth & minimum depth. For larger lots (wider than 90’), the sum of the side yards shall be at least 17 percent of the lot width. The minimum individual side yard setback shall be 5’ or at least 33% of the total side yard depth. <i>For example, if a lot is 120’ wide, the combined depth is 20.4’ (120 x 17%). The minimum individual side yard would be 6.7’.</i></p>	<ul style="list-style-type: none"> • Emphasizes an equitable sliding scale approach that slowly increase the side yard based on the width of the lot. • Although setback increases are modest, the proposal would reduce the impacts of new development (on applicable lot sizes) on existing development (compared to existing standards). 	<ul style="list-style-type: none"> • Using the above lot example illustrates that this change results in adjustments that could be perceived to be so small, that they are barely perceptible (particularly on the side where the smaller setback is allowed). • The minimum depth provisions still allows a home to be much closer to one property line than the other. • Code concepts maybe confusing to some; other code concepts may accomplish same goal while being easier to understand. • Proposal reduces the envelope on which property owners can build on (although in very limited amounts). 	<ul style="list-style-type: none"> • Concept is one of several proposed that will help (in very limited capacity in this case) in reducing building massing impacts on existing homes. • A graphic might help explain the minimum side yard depth rule (33%) • The benefits of adjustment are quite small when considering the sizes of the lot and opportunity for smaller setback on one side. • Consider simplified code options to accomplish the same compatibility/fairness goals: <ul style="list-style-type: none"> ○ Require individual side yard setbacks to be 8.5 or 9% of lot width to simplify standard ensure more generous side setbacks on both sides. ○ Require a 10’ min. side yard setback on both sides for lots wider than 90’
<p>iii. Variable side yard depth requirement. Adjusts side yard based on building height, including an increase in side setback to 7.5’ where the façade is between 15-18’ tall (depending on roof form) and 10’ for taller facades (>25’). Lots below 6,000sf exempt.</p>	<ul style="list-style-type: none"> • Logical increase in setback based on the increased height of facades along side yard; reduces impact of new development compared to existing standards. 	<ul style="list-style-type: none"> • Text used in subsections (a) and (b) could be confusing to some (graphics would help). • Proposal reduces the envelope on which property owners can build on (although in limited amounts). 	<ul style="list-style-type: none"> • Concept is one of several proposed that will help in reducing building massing impacts on existing homes. • Graphics would be helpful in clarifying these standards, particularly the 33% rule in subsection (ii)(1). • Other code alternative to accomplish the same goal:

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Proposal	Benefits	Drawbacks	Conclusions
			<ul style="list-style-type: none"> ○ Sloped or daylight plane rule (increase setback based on height of structure alongside property line -previously considered)
Adjustment to the maximum gross floor area (19.02.020.D)			
Problem statement: New homes are relatively large in mass / bulk, which may be incompatible with the established character of neighborhood.			
<p>1. Reduce the maximum gross floor area:</p> <p>40% of the lot area (reduced from 45%) or (whichever is less):</p> <ul style="list-style-type: none"> ○ 5,000sf in the R-8.4 zone ○ 8,000sf in the R-9.6 zone ○ 10,000sf in the R-12 zone ○ 12,000sf in the R-15 zone 	<ul style="list-style-type: none"> ● Proposal will reduce the overall massing of new homes. ● Proposal may discourage some properties from redeveloping due to construction/real estate economics. 	<ul style="list-style-type: none"> ● Proposal significantly reduces allowable building area on a property and may discourage redevelopment of some properties. 	<ul style="list-style-type: none"> ● Of all the existing code elements, this likely has the biggest impact in reducing the massing impacts of new development. ● The GFA provision alone may not help reduce the perceived bulk of a building visible from the street or any vantage point- but it will reduce the overall massing impact, collectively, on the surroundings.
<p>2. Calculating extra-height floor area:</p> <p>Proposed language calculates extra height floor area based on their relative massing impact:</p> <ul style="list-style-type: none"> ○ 10-16' floor height area measured at 150% rate ○ >16' floor height measured at 200% rate 	<ul style="list-style-type: none"> ● Spaces are calculated more on their actual massing impact. 	<ul style="list-style-type: none"> ● Homes are penalized from using desirable extra height spaces. ● The language in (a) and (b) is somewhat confusing (a simple graphic might help clarify concept). 	<ul style="list-style-type: none"> ● Approach is logical given it focuses on the overall massing impacts.
<p>3. Options to achieve 45% maximum GFA:</p> <ul style="list-style-type: none"> ○ Floor area split between home and detached accessory building (with ADU); ○ Home contains an attached ADU; or 	<ul style="list-style-type: none"> ● Provision offers flexibility that may be needed to integrate an ADU ● Provision offers flexibility for larger first floor-plates desirable for “age in place” situations. 	<ul style="list-style-type: none"> ● Provision increases the allowed bulk of new development (though not over what’s currently allowed). ● The “accessible” design bonus has the potential to be a very attractive option to increase GFA. 	<ul style="list-style-type: none"> ● Though concept allows for greater massing impacts, it’s a trade-off for an affordable housing unit that is much needed in city and supported by existing policies. ● An evaluation of the success of this type of policy balance is appropriate 3-4 years after adoption, if adopted.

Proposal	Benefits	Drawbacks	Conclusions
<ul style="list-style-type: none"> o Home contains at least one floor meeting special accessibility requirements. 			
Adjustment to the building height limit (19.02.020.E)			
Problem statement: Massing of large new homes are incompatible with the established character of neighborhood (e.g. looming over existing, shorter homes).			
I-2. Reduce the maximum building height: On the downhill side of home on sloping lot, reduce the maximum height from 35' to 30 (from average building elevation to highest point of a pitched roof).	<ul style="list-style-type: none"> • The change reduces the maximum height on downhill sides of homes by 5' 	<ul style="list-style-type: none"> • The change reduces flexibility for building heights on sloping lots. 	<ul style="list-style-type: none"> • The proposal will help to reduce impacts from tall homes on sloping lots.
Adjustment to the lot coverage provisions(19.02.020.F)			
Problem statement: Ensure that the regulatory standards for new homes is focused on the bulk, scale, and aesthetics of the neighborhood. Reduce exceptions or exemptions from the standard and improve predictability for property owner and neighborhood..			
I. Change in lot coverage approach: The proposed approach changes from a strict impervious area standard to a landscaped area standard, where up to 20% of the landscaped area can be hardscape improvements (but not driveways).	<ul style="list-style-type: none"> • The change offers greater flexibility to property owners in designing hardscape features in their front, side, and rear yards. 	<ul style="list-style-type: none"> • The change allows for a sizable reduction in the total impervious area permitted on a site. 	<ul style="list-style-type: none"> • Whereas the above changes to the residential code are crafted to reduce building massing impacts on adjacent properties, this proposal as currently drafted may allow for more impervious areas (in the form of hardscape elements) than the current regulations. • Previous discussions focused on the amount of landscaping in the front yard, since that's the most visible part of lot. Whereas driveways are excluded from the 20% hardscape area calculations, this provision allows for reduced landscaped areas in the front yards.
Adjustment to the tree retention provisions (19.10.060)			

Proposal	Benefits	Drawbacks	Conclusions
<p>Problem statement: Neighborhood redevelopment with large homes are resulting in the removal of more large trees, and thus changing the established character of the community. Clarify the standard and improve predictability for property owner and neighborhood.</p>			
<p>A. Applicability: Proposed language clarifies when tree retention is applicable: Additions of >500sf on lots >6,000sf, new SF dwellings & new subdivisions.</p>	<ul style="list-style-type: none"> Proposed language clarifies when tree retention is applicable 		<ul style="list-style-type: none"> The clarification is useful
<p>B-C. Tree retention for new homes & additions:</p> <ul style="list-style-type: none"> Retain at least 30% of trees (min 10" diameter) over rolling 5 year period. Reasonable best efforts to retain large trees outside the area of land disturbance Provide tree replacement 	<ul style="list-style-type: none"> Proposal provides a more predictable standard that should help protect more trees than under existing standards. 	<ul style="list-style-type: none"> From a development standpoint, new provision creates more challenges in siting and designing new homes and additions, particularly if and when many of the existing trees and their driplines are currently within the allowable building envelope. 	<ul style="list-style-type: none"> 30% rule appears to be a reasonable compromise between preservation and development based on MAKERS earlier site redevelopment analysis (of possible redevelopment sites), particularly as most of the larger trees on lots with established homes tend to be deep in the back yard or along property lines.
<p>E. Retention of priority trees: Proposed language adds a definition for priority trees and allows extra credit (150%) for their preservation.</p>	<ul style="list-style-type: none"> Proposal adds greater flexibility to property owner and prioritizes trees that have a greater positive visual and environmental impact 	<ul style="list-style-type: none"> Clarifying /demonstrating conformance with priority trees criteria (a & b) could be a challenge. 	<ul style="list-style-type: none"> Concept is logical and encourages preservation of higher value trees.
<p>F. Retention of exceptional trees: Proposed language adds a definition for exceptional trees (based on threshold diameter for a broad range of trees) and requires the preservation of such trees with exceptions for health/safety and where such trees prevent development of at least 50% of maximum floor area.</p>	<ul style="list-style-type: none"> Proposal will lead to preservation of more exceptional trees than under existing standards. 	<ul style="list-style-type: none"> Proposal could create a very significant challenge in redeveloping some properties. Since proposal focuses on maximum floor area over available building envelope, there could be interpretation challenges in how that floor area could be expected to be configured on the 	<ul style="list-style-type: none"> Concept is logical and encourages preservation of higher value trees. Clarification in how the 50% maximum gross floor area can be configured on a site is recommended. For instance, would it be assumed that a flat-roofed 3-story home could be configured into a corner of the available building envelope?

Proposal	Benefits	Drawbacks	Conclusions
		unencumbered portion of the building envelope.	

Summary – Most Impactful Concepts

Overall, the following amendments will likely result in the highest degree of impact to new development. This assessment is necessarily qualitative, and may benefit from additional review after 3 to 5 years to determine whether the communities desired results are being achieved or require further review.

Top 3 Most Impactful Concepts	Notes
1. Maximum floor area reduction (19.02.020.D.1)	<p>The change from maximum 0.45 to 0.40 is the most significant item in the list of changes since it reduces the maximum possible overall massing of homes.</p> <p>In some cases, this amendment might not result in a perceived massing reduction from the street, but it will be a total mass reduction that would likely be noticeable on at least two sides of the lot. Note however, that the proposed exceptions provide an opportunity to bring the total floor area back up to 0.45 (though it may be assumed that these situations might be in the minority).</p>
2. Exceptional tree provision (19.10.06.F)	<p>This concept will have a much bigger impact on affected properties than the maximum floor area provision, but it's likely to affect fewer properties due to its "exceptional" nature. The 50% rule provides a threshold to ensure the site have reasonable development potential.</p>
3. Lot coverage updates (19.02.020.F)	<p>This concept allows a 20% increase in the impervious yard areas over existing standards. While other proposals seek to reduce the visual impacts of new developments, this concept allows for increased impacts. The ground level and non-driveway nature of these improvements, however, should reduce negative visual impacts of this change, however.</p>

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

**AB 5322
June 19, 2017
Special Business**

**KING COUNTY'S "ACCESS FOR ALL" BALLOT
MEASURE PRESENTATION**

Proposed Council Action:
Receive presentation from 4CULTURE.

DEPARTMENT OF	City Manager (Julie Underwood)
COUNCIL LIAISON	n/a
EXHIBITS	1. Access For All (AFA) Fact Sheet
2017-2018 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

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

SUMMARY

Jim Kelly, Executive Director from 4CULTURE will be at the Council meeting on Monday night to present information on the Access For All (AFA) program, approved by the King County Council on May 1, 2017, which has been placed on the August 1 primary ballot as Proposition 1.

If approved by voters, Access for All will fund non-profit arts, heritage and science organizations to increase cultural equity and access programs for 7 years from a 0.1% sales tax expected to produce approximately \$67 million dollars in 2018. Access for All has three parts: the public school access program; the regional organization access program; and the community based organization access program.

This presentation is for information purposes only. The Council will not be discussing or taking a position on this ballot measure.

RECOMMENDATION

City Manager

Receive presentation.

ACCESS FOR ALL (AFA)

Summary

The Access For All (AFA) program, approved by the King County Council on May 1, 2017, has been placed on the August 1 primary ballot as **Proposition 1**. If approved by voters, Access for All will fund non-profit arts, heritage and science organizations to increase cultural equity and access programs for 7 years from a .1% sales tax expected to produce approximately \$67 million dollars in 2018. Access for All has three parts: the public school access program; the regional organization access program; and the community based organization access program.

Public School Access Program

- Nearly 10% of all AFA funds will support a **Public School Access Program** providing bus transportation and field trip fees, cultural education plans and coordinators, and in-school programs in all 19 King County public school districts. **All cultural organizations receiving funds through AFA can participate in the Public School Access Program, and all schools may participate.** AFA will prioritize services for schools with the highest percentage of students qualifying for free or reduced-cost meals.

Regional Cultural Organizations

- Organizations with annual revenues over \$1,250,000 and annual attendance over 50,000 are considered Regional Cultural Organizations. Those with annual revenues over \$3 million are considered Regional even if annual attendance is below 50,000. Woodland Park Zoo, Pacific Science Center, Museum of Flight, Seattle Aquarium, Burke Museum, SIFF and Village Theatre are examples of Regional Cultural Organizations.
- Regional Cultural Organizations receive grants **based on a formula that ranks them by their annual revenues and attendance**, with attendance given twice the weight. Regional Cultural Organizations will receive up to 15% of their annual budgets. Because of this required ranking and the 15% cap, AFA limits the amount of funds that will be allocated to Regional Cultural Organizations in any year. 4Culture estimates that if AFA allocated funds based on 2016 figures, it would allocate 56% of AFA funds to Regional Cultural Organizations. The remaining AFA funds will be granted to Community Based Cultural Organizations.
- Each Regional Cultural Organizations must use at least 20% of its allocated AFA funds each year on programs that support the **Public School Access program**. This is in addition to the nearly 10% of AFA funds dedicated to the Public School Access Program described above.
- Each Regional Cultural Organizations must also spend at least 15% of its annual AFA funds to provide **equity inclusion benefits**, which include providing free and low-cost attendance for county residents who have economic and other barriers to access; providing free access to curriculum-related arts, science and heritage programs for public school students throughout the county and otherwise working to improve access to cultural programs to underserved King County residents.

- At least 15% of each Regional Cultural Organization's annual AFA funds must support **geographic equity benefits** by targeting the development of new cultural centers throughout King County and supporting cultural services, programs and activities in cultural centers; and partnering with community-based cultural organizations, through direct investment or in-kind support, on priority projects and initiatives identified in the subarea plans

Community Based Cultural Organizations

- All remaining AFA funds will be used to support **Community Based Cultural Organizations (CBOs) -- non-profit arts, heritage and science groups with annual revenues less than \$1,250,000** that have publicly available programs/events. CBOs will receive grants thru annual programs managed by 4Culture similar to its current grant programs.
- Community based organizations can receive up to 15% of their annual operating budgets each year, to expand their services and outreach through AFA. In addition, to address historic funding inequities, AFA may provide CBO groups organized of, by and for communities that face cultural and economic barriers up to thirty percent of their annual budgets.
- Each King County Council district must receive at least \$1,000,000 of support for its Community Based Cultural Organizations every year through Access for All.
- Small cultural organizations can apply under the umbrella of a fiscal sponsor if they lack federal "501c3" designation. A social service organization that provides significant arts, heritage or science related programming as part of its overall services also may apply for AFA funds.

Focus on Heritage

"Community heritage organizations" are a special focus of AFA and they will receive \$4.5 million each year. Community heritage organizations are defined as CBOs whose primary purpose is the advancement and preservation of anthropology, heritage or natural history and primarily serve communities in a council district in which no Regional Cultural Organization has its principal location; or whose primary purpose is the preservation of barns, outbuildings and agriculture-related community spaces. Four of the nine King County council districts currently have no Regional Cultural Organization (Districts 1,5,7,9).

Cultural Start Ups

10% of AFA Community Based Cultural Organization funds will be distributed as seed money to for new cultural organizations and to foster development of cultural centers throughout King County.

Implementation

After approval of AFA by the voters, King County will adopt an Access For All Implementation Plan including specific guidelines on program administration and oversight.

- **The plan will include a countywide cultural equity plan and four plans for North, suburban East, rural East and South King County.** They will identify priority projects and

initiatives and provide recommendations for achieving the intended cultural access goals over time.

- The Implementation Plan will establish a 4Culture equity advisory committee whose purpose is to provide oversight for achieving the equity and inclusion outcomes goals of the program. Each King County councilmember will nominate one member of a 4Culture equity advisory committee and the committee will be confirmed by the King County council.

Access for All Funding Projection Summary (Assuming 2016 Regional Cultural Organization budgets)		Percentage of the Total
.01% Sales Tax Revenue <u>Estimate (FY 2018)</u>	\$67,996,000	
1. Regional Cultural Org Admin Cap -- 1.25%	\$849,950	1.25%
2. Public School Access Program -- 10% of remaining funds (\$67,146,050)	\$6,714,605	9.88%
3. Regional Cultural Orgs Grants Pool --70% of remaining funds (\$60,431,445):	\$42,302,012	
A. Estimated Regional Orgs Actual Total Awards with 15% Cap*	\$38,290,743	
* Excess amount because of 15% of operating budget cap falls to CBO Pool	\$4,011,268	
1) 50% may be used for general public benefits	\$19,145,372	28.16%
2) 50% of grants restricted for specific uses	\$19,145,372	
-20% for Public School Access Programs	\$7,659,149	11.26%
-15% for Equity inclusion	\$5,743,611	8.45%
-15% for Geographic equity	\$5,743,611	8.45%
		28.16%
4. CBO Award Pool = All remaining funds (includes the estimated Regional Orgs excess amount of \$4,011,268)	\$22,139,702	32.56%
- Program Administration Cap (8%)	\$ 1,771,176	2.60%

-Startups/Cultural Centers (10% of funds remaining after administrative costs)	\$ 2,036,853	3.00%
- Minimum for Community Heritage Organizations or CBOs in KC Council Districts without a Regional Cultural Organization	\$ 4,500,000	6.61%
- REMAINING FOR ALL OTHER CBCO USES (operations, facilities, projects, etc.):	\$ 13,831,673	20.34%
		100.00%

Fiscal Impact

King County Council staff analyses of Access for All legislation indicated that the proposal for a 0.1 percent sales tax for Access for All represents the maximum funding amount allowed under state law, which provides for the program to be funded by a sales tax increase of up to 0.1 percent. According to the Washington State Department of Revenue staff, state law would allow for imposing a tax increment of less than 0.1 percent to fund the program.

The 0.1 percent sales tax increase is projected to raise \$67.4 million for Access for All in 2018, and \$142.8 million in the 2019/2020 biennium, and \$531 million over the life of the seven year program¹.

For reference, Table 1 below shows the breakdown of the total combined sales tax rate for three different types of areas that represent rates in most King County jurisdictions effective April 1, 2017.

Table 1. Breakdown of Total Combined Sales Tax Rate in King County (Effective April 1, 2017)

	Rural areas (Non-RTA²)	Suburban (RTA, non-Seattle)	Seattle
State	6.50%	6.50%	6.50%
County General Fund	0.15%	0.15%	0.15%
City General Fund	0.85%	0.85%	0.85%
County Metro Transit	0.90%	0.90%	0.90%
County MIDD	0.10%	0.10%	0.10%
County/City Criminal Justice	0.10%	0.10%	0.10%
Sound Transit	n/a	1.40%	1.40%
Seattle Transportation Benefit District (TBD)	n/a	n/a	0.10%
TOTAL	8.60%	10.00%	10.10%

Table 2 below shows the impact of the Access for All sales tax for households at varying levels of median household income.

¹ Based on King County Office of Economic and Financial Analysis (OEFA) August 2016 King County Sales and Use Taxbase Forecast.

² Regional Transit Authority district

Table 2. Annual Impact of Access for All Sales Tax to Households at Various Income Levels³

	% of Median Household Income				
	30%	60%	100%	120%	150%
Annual Household Income	\$24,106	\$48,213	\$80,354	\$96,425	\$120,531
Current Combined Sales Tax Paid Annually (10.00%)	\$1,306	\$2,219	\$3,045	\$3,590	\$4,276
Access for All Sales Tax Paid Annually (0.10%)	\$13	\$22	\$30	\$36	\$43
TOTAL Sales Tax (10.10%)	\$1,319	\$2,241	\$3,075	\$3,626	\$4,319
% of Household Income	5.47%	4.65%	3.83%	3.76%	3.58%

It should be noted that RCW 82.14.410, enacted in 2001, stipulates that a local sales tax rate increase implemented after December 1, 2000, must exempt sales of lodging from such local sales tax, if this tax would cause the combined tax rate on lodging to exceed 12 percent or the actual rate that existed on December 1, 2000 if greater than 12 percent. Currently, the combined tax rate for lodging, with 60 or more rooms, exceeds 12 percent for most jurisdictions in King County⁴. Therefore, if passed, the Access for All sales tax will not be applied to the lodging tax for most jurisdictions in King County.

At year end, a fund balance may remain due to various reasons. State legislation does not provide guidelines on how the remaining funds available each year should be allocated in subsequent years. These funds will be added to the tax proceeds of the subsequent year and distributed according to the allocation provisions of the proposed ordinance.

³ Analysis based on Washington State DOR alternative tax model provided by PSB using 2015 Median Household Income levels for King County determined by inflated CPI levels.

⁴ King County Regional Transit Authority (RTA) Tax Reporting Change for Lodging – *Effective April 1, 2017*. http://dor.wa.gov/Docs/Pubs/SpecialNotices/2017/sn_Apr_17_KingCoRTA.pdf.

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.

Charles L. Corder

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	187345-187398	6/08/2017	\$ 182,856.75
			\$ 182,856.75

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187346	06/08/2017	ATTORNEY & NOTARY SUPPLY 6 Notary Journals to comply w/	P0095174	OH008271	05/19/2017	135.30
00187347	06/08/2017	B&B UTILITIES & EXCAVATION LLC 3838 WMW WATER SYSTEM IMPROVEM	P94025	#2	04/30/2017	100,453.00
00187348	06/08/2017	BP SQUARED LLC I-90 Mobility Parking Survey	P0095311	5362017	05/21/2017	8,000.00
00187349	06/08/2017	BYAM, MYLES MILEAGE EXPENSE		OH008252	05/24/2017	109.14
00187350	06/08/2017	CARTWRIGHT, ANALISA FUEL FOR JEEP #468		OH008257	06/06/2017	48.25
00187351	06/08/2017	CENTURYLINK PHONE EXPENSE JUNE 2017		OH008249	05/20/2017	4,726.90
00187352	06/08/2017	CENTURYLINK BUSINESS SERVICES PHONE USE MAY 2017		1408458208	05/03/2017	3,550.26
00187353	06/08/2017	CENTURYLINK-ACCESS BILL PHONE USE MAY 2017		5161XLB2S3	05/08/2017	6.59
00187354	06/08/2017	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		OH008279	06/09/2017	1,331.00
00187355	06/08/2017	CITY OF SEATTLE De-escalation Training - CIT -	P0095271	OH008275	05/31/2017	795.00
00187356	06/08/2017	COLE, DONALD FLEX SPEND ACCT REIMB		OH008242	05/26/2017	219.95
00187357	06/08/2017	COMCAST Internet Charges/Fire	P0095266	OH008273	05/18/2017	168.75
00187358	06/08/2017	COMPLETE OFFICE OFFICE SUPPLIES MAY 2017		OH008268	05/31/2017	3,276.17
00187359	06/08/2017	DALY, RYAN FLEX SPEND ACCT REIMB		OH008245	05/26/2017	1,000.00
00187360	06/08/2017	DRUSCHBA, JOHN F MILEAGE EXPENSE		OH008253	05/30/2017	34.24
00187361	06/08/2017	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0095218	4739919	05/25/2017	594.27
00187362	06/08/2017	FLETCHER, BRUCE FLES SPEND ACCT REIMB		OH008281	06/09/2017	777.14
00187363	06/08/2017	GLOBAL EQUIPMENT CO INC VOLUNTEER WORK STATION EQUIPME	P0095281	110893146	04/08/2017	230.78
00187364	06/08/2017	GRAINGER INVENTORY PURCHASES	P0095225	9454612210	05/24/2017	195.38
00187365	06/08/2017	HALL, MARK A PERMIT REFUND		1701218	06/05/2017	936.00
00187366	06/08/2017	HANSEN, TIMOTHY P MILEAGE EXPENSE		OH008255	06/02/2017	12.31
00187367	06/08/2017	HEITMAN, STEVE PER DIEM REIMB		OH008265	05/26/2017	138.45
00187368	06/08/2017	HENDRIX, JEFFREY H Install patrol kitchen cabinet	P0095291	OH008274	06/01/2017	2,271.95
00187369	06/08/2017	HOOMAN, ELLIE FLEX SPEND ACCT REIMB		OH008280	06/09/2017	434.78
00187370	06/08/2017	HORSCHMAN, BRENT FLEX SPEND ACCT REIMB		OH008246	05/26/2017	234.60
00187371	06/08/2017	KAHAN, JOHN REFUND HYDRANT METER DEPOSIT		OH008266	05/18/2017	2,900.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187372	06/08/2017	KC HOUSING AUTHORITY Rental assistance for EA clien	P93574	00802130016	06/01/2017	275.38
00187373	06/08/2017	KC HOUSING AUTHORITY Rental assistance for EA clien	P93574	00802130015	06/01/2017	154.00
00187374	06/08/2017	KELLEY, CHRIS M MILEAGE EXPENSE		OH008254	05/18/2017	17.44
00187375	06/08/2017	LINESCAPE OF WASHINGTON 2015 LINESCAPE RETAINAGE RELEA	P0095081	RETAINAGE2015	06/01/2017	3,837.20
00187376	06/08/2017	MASTERMARK Notary Stamp for (Riddel)	P0095211	2489469	05/22/2017	27.49
00187377	06/08/2017	MATTSON, JULIE PROFESSIONAL LICENSE		OH008270	06/05/2017	100.00
00187378	06/08/2017	MERCIER, HOLLY PERMIT TECH CERT TEST		OH008259	04/23/2017	199.00
00187379	06/08/2017	MI EMPLOYEES ASSOC PAYROLL EARLY WARRAANTS		OH008277	06/09/2017	148.75
00187380	06/08/2017	NOEL, BRIAN W PER DIEM REIMB		OH008262	06/07/2017	352.00
00187381	06/08/2017	OVERLAKE OIL INV 183250/183521/183330/18344	P93482	183330/183442/18	05/04/2017	8,384.67
00187382	06/08/2017	PARR, RYAN PER DIEM REIMB		OH008264	06/05/2017	156.50
00187383	06/08/2017	PUGET SOUND ENERGY ENERGY USE JUNE 2017		OH008251	05/24/2017	25,656.19
00187384	06/08/2017	REEVE, MILTON OVERPAYMENT REFUND		OH008267	06/07/2017	371.67
00187385	06/08/2017	ROSTOV, HERSHEL P FLEX SPEND ACCT REIMB		OH008282	06/09/2017	1,261.80
00187386	06/08/2017	SCHMALHOFER, GEORGE F PER DIEM REIMB		OH008261	06/07/2017	145.25
00187387	06/08/2017	SCHUMACHER, CHAD C FLEX SPEND ACCT REIMB		OH008283	06/09/2017	1,245.00
00187388	06/08/2017	SEIFERT, MIKE FIREARMS MAINT/CLEANING SUPPLI		OH008258	06/01/2017	333.14
00187389	06/08/2017	SPIETZ, ALLISON FLEX SPEND ACCT REIMB		OH008247	05/26/2017	22.44
00187390	06/08/2017	SWAN, MARY PARKING FEE		OH008260	06/05/2017	29.00
00187391	06/08/2017	T&L NURSERY INC HANGING FLOWER BASKETS	P0095149	308624	05/17/2017	3,080.00
00187392	06/08/2017	TAWNEY, LAURA FLEX SPEND ACCT REIMB		OH008284	06/09/2017	188.20
00187393	06/08/2017	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		OH008278	06/09/2017	230.00
00187394	06/08/2017	US POSTMASTER Bulk Mailing Permit Deposit -	P0095287	OH008276	06/01/2017	250.60
00187395	06/08/2017	VAN PELT, HANNAH OFFICE SUPPLIES MAY 2017		OH008269	05/25/2017	90.95
00187396	06/08/2017	VERIZON WIRELESS VZ Billing for B. Park for Apr	P93481	9786294669	05/23/2017	1,704.32
00187397	06/08/2017	VERIZON WIRELESS IGS WIFI, IGS LOANER, IGS MDC1	P93565	9786294674	05/23/2017	1,424.72

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187398	06/08/2017	VICKERS MICHAEL L CONFERENCE EXPENSES		OH008263	06/07/2017	590.83
Total						<u>182,856.75</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00187371	KAHAN, JOHN	REFUND HYDRANT METER DEPOSIT	2,900.00
	00187365	HALL, MARK A	PERMIT REFUND	936.00
	00187384	REEVE, MILTON	OVERPAYMENT REFUND	371.67
P0095218	00187361	DUNN LUMBER COMPANY	INVENTORY PURCHASES	322.08
P0095148	00187361	DUNN LUMBER COMPANY	INVENTORY PURCHASES	120.78
P0095199	00187361	DUNN LUMBER COMPANY	INVENTORY PURCHASES	120.78
P0095200	00187364	GRAINGER	INVENTORY PURCHASES	86.35
P0095225	00187364	GRAINGER	INVENTORY PURCHASES	55.78
P0095180	00187364	GRAINGER	INVENTORY PURCHASES	53.25
<i>Org Key: 814072 - United Way</i>				
	00187393	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	230.00
<i>Org Key: 814074 - Garnishments</i>				
	00187354	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00187379	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRAANTS	148.75
<i>Org Key: CA1100 - Administration (CA)</i>				
P0095373	00187396	VERIZON WIRELESS	VZ Billing for B. Park for Apr	153.52
	00187390	SWAN, MARY	PARKING FEE	29.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0095174	00187346	ATTORNEY & NOTARY SUPPLY	6 Notary Journals to comply w/	135.30
P0095373	00187396	VERIZON WIRELESS	VZ Billing for J. Underwood fo	115.76
P0095211	00187376	MASTERMARK	Notary Stamp for (Riddel)	27.49
<i>Org Key: CM11SP - Special Projects-City Mgr</i>				
P0095311	00187348	BP SQUARED LLC	I-90 Mobility Parking Survey	8,000.00
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	185.97
P0095373	00187396	VERIZON WIRELESS	VZ Billing for K. Segle April	80.02
<i>Org Key: CT1100 - Municipal Court</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	284.18
<i>Org Key: DS1100 - Administration (DS)</i>				
	00187378	MERCIER, HOLLY	PERMIT TECH CERT TEST	199.00
<i>Org Key: FN1100 - Administration (FN)</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	214.45
<i>Org Key: FR1100 - Administration (FR)</i>				
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	168.06
	00187367	HEITMAN, STEVE	PER DIEM REIMB	138.45
P0095266	00187357	COMCAST	Internet Charges/Fire	106.35
P0095264	00187357	COMCAST	Internet Charges/Fire	62.40
<i>Org Key: FR2100 - Fire Operations</i>				
P0095263	00187396	VERIZON WIRELESS	Cell Charges/Fire	16.24
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	590.33
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	182.64
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	146.07
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	118.34
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	21.65
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00187351	CENTURYLINK	PHONE USE MAY 2017	2,142.35
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	500.60
P0095331	00187397	VERIZON WIRELESS	IGS WIFI, IGS LOANER, IGS MDC1	160.04
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	298.37
P0095218	00187361	DUNN LUMBER COMPANY	GRINDING WHEELS	30.63
	00187383	PUGET SOUND ENERGY	ENERGY USE JUNE 2017	14.78
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	12.59
<i>Org Key: MT2500 - ROW Administration</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	170.56
<i>Org Key: MT3200 - Water Pumps</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	2,148.05
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	238.76
	00187351	CENTURYLINK	PHONE USE MAY 2017	59.69
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00187360	DRUSCHBA, JOHN F	MILEAGE EXPENSE	34.24
	00187366	HANSEN, TIMOTHY P	MILEAGE EXPENSE	12.31
<i>Org Key: MT3400 - Sewer Collection</i>				
P0095081	00187375	LINESCAPE OF WASHINGTON	2015 LINESCAPE RETAINAGE RELEA	3,837.20
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00187352	CENTURYLINK BUSINESS SERVICES	PHONE USE MAY 2017	3,550.26
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	3,321.26
	00187351	CENTURYLINK	PHONE USE MAY 2017	505.01
P94553	00187396	VERIZON WIRELESS	INV 9786213082 PS 18 & 24 WIRE	78.04
	00187353	CENTURYLINK-ACCESS BILL	PHONE USE MAY 2017	6.59
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P93481	00187396	VERIZON WIRELESS	2017 PUBLIC WORKS CELLULAR SER	1,260.74
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	324.51
<i>Org Key: MT4200 - Building Services</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	4,749.17
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	4,547.10
<i>Org Key: MT4300 - Fleet Services</i>				
P93482	00187381	OVERLAKE OIL	INV 183250/183521/183330/18344	8,384.67
	00187350	CARTWRIGHT, ANALISA	FUEL FOR JEEP #468	48.25
<i>Org Key: MT4403 - Customer Response - Water</i>				
	00187374	KELLEY, CHRIS M	MILEAGE EXPENSE	17.44

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4501 - Water Administration</i>				
	00187351	CENTURYLINK	PHONE USE MAY 2017	53.73
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
P0095149	00187391	T&L NURSERY INC	HANGING FLOWER BASKETS	3,080.00
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	795.11
<i>Org Key: PO1100 - Administration (PO)</i>				
P0095291	00187368	HENDRIX, JEFFREY H	Install patrol kitchen cabinet	2,271.95
P0095315	00187397	VERIZON WIRELESS	May cell phone bill	1,224.67
<i>Org Key: PO1350 - Police Emergency Management</i>				
	00187398	VICKERS MICHAEL L	CONFERENCE EXPENSES	445.58
	00187386	SCHMALHOFER, GEORGE F	PER DIEM REIMB	145.25
	00187398	VICKERS MICHAEL L	PER DIEM REIMB	145.25
<i>Org Key: PO2200 - Marine Patrol</i>				
	00187380	NOEL, BRIAN W	PER DIEM REIMB	352.00
<i>Org Key: PO3100 - Investigation Division</i>				
	00187382	PARR, RYAN	PER DIEM REIMB	156.50
<i>Org Key: PO4100 - Firearms Training</i>				
	00187388	SEIFERT, MIKE	FIREARMS MAINT/CLEANING SUPPLI	333.14
<i>Org Key: PO4300 - Police Training</i>				
P0095271	00187355	CITY OF SEATTLE	De-escalation Training - CIT -	795.00
<i>Org Key: PR1100 - Administration (PR)</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	310.27
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	102.72
<i>Org Key: PR3500 - Senior Services</i>				
P0095287	00187394	US POSTMASTER	Bulk Mailing Permit Deposit -	250.60
<i>Org Key: PR4100 - Community Center</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	5,091.43
	00187351	CENTURYLINK	PHONE USE MAY 2017	51.36
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	16.79
<i>Org Key: PR6100 - Park Maintenance</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	2,532.29
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
	00187351	CENTURYLINK	PHONE USE MAY 2017	90.37
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	86.34
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	1,060.56
	00187351	CENTURYLINK	PHONE USE MAY 2017	261.48
<i>Org Key: PR6600 - Park Maint-School Related</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	381.69
<i>Org Key: PR6700 - I90 Park Maintenance</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	160.10
<i>Org Key: PY4616 - Flex Admin 2016</i>				
	00187356	COLE, DONALD	FLEX SPEND ACCT REIMB	219.95
<i>Org Key: PY4617 - Flex Spending Admin 2017</i>				
	00187385	ROSTOV, HERSHEL P	FLEX SPEND ACCT REIMB	1,261.80
	00187387	SCHUMACHER, CHAD C	FLEX SPEND ACCT REIMB	1,245.00
	00187359	DALY, RYAN	FLEX SPEND ACCT REIMB	1,000.00
	00187362	FLETCHER, BRUCE	FLES SPEND ACCT REIMB	777.14
	00187370	HORSCHMAN, BRENT	FLEX SPEND ACCT REIMB	234.60
	00187369	HOOMAN, ELLIE	FLEX SPEND ACCT REIMB	217.39
	00187369	HOOMAN, ELLIE	FLEX SPEND ACCT REIMB	217.39
	00187392	TAWNEY, LAURA	FLEX SPEND ACCT REIMB	188.20
	00187389	SPIETZ, ALLISON	FLEX SPEND ACCT REIMB	22.44
<i>Org Key: WG104R - Thrift Shop Repairs</i>				
P0095281	00187363	GLOBAL EQUIPMENT CO INC	VOLUNTEER WORK STATION	230.78
<i>Org Key: WP122R - Vegetation Management</i>				
	00187395	VAN PELT, HANNAH	OFFICE SUPPLIES MAY 2017	90.95
<i>Org Key: WW527R - 3838 WMW Water Improvements</i>				
P94025	00187347	B&B UTILITIES & EXCAVATION LLC	3838 WMW WATER SYSTEM	100,453.00
<i>Org Key: YF1100 - YFS General Services</i>				
	00187358	COMPLETE OFFICE	OFFICE SUPPLIES MAY 2017	710.41
	00187349	BYAM, MYLES	MILEAGE EXPENSE	109.14
	00187377	MATTSON, JULIE	PROFESSIONAL LICENSE	100.00
P93565	00187397	VERIZON WIRELESS	Mobile broadband services for	40.01
<i>Org Key: YF1200 - Thrift Shop</i>				
	00187383	PUGET SOUND ENERGY	ENERGY USE MAY 2017	543.69
	00187351	CENTURYLINK	PHONE USE MAY 2017	303.45
	00187351	CENTURYLINK	PHONE EXPENSE JUNE 2017	162.98
<i>Org Key: YF2600 - Family Assistance</i>				
P93574	00187372	KC HOUSING AUTHORITY	Rental assistance for EA clien	275.38
P93574	00187373	KC HOUSING AUTHORITY	Rental assistance for EA clien	154.00
Total				182,856.75

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.

Charles L. Corder

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	187399-187524	6/15/2017	\$ 747,796.80
			\$ 747,796.80

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187399	06/15/2017	ABBOTT, RICHARD LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187400	06/15/2017	ABLEIDINGER, JERRY Conflict. -EHT	P0095383	OH008285	06/02/2017	150.00
00187401	06/15/2017	ACCESS DATA ENTRY, BLACK BOX STORAGE,	P0095411	2059924	05/31/2017	405.78
00187402	06/15/2017	ADAMS, RONALD E LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	109.00
00187403	06/15/2017	ARSCENTIA Run Like a Girl sign	P0095342	201702101	05/24/2017	369.60
00187404	06/15/2017	AUGUSTSON, THOR LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	110.00
00187405	06/15/2017	AWC JUNE 2017		OH008289	06/10/2017	335.50
00187406	06/15/2017	BARNES, WILLIAM LEOFF1 Medicare Reimb		JULY2017A	06/13/2017	1,768.01
00187407	06/15/2017	BECKWITH CONSULTING GROUP ECONOMIC DEVELOPMENT GRANT	P93486	OH008286	06/01/2017	11,400.00
00187408	06/15/2017	BELLEVUE, CITY OF 2017 EMTG Academy Fees	P0095306	32001	05/16/2017	2,940.00
00187409	06/15/2017	BELLEVUE, CITY OF 2017 Specialized Recreation Se	P93475	1002017	05/17/2017	2,142.00
00187410	06/15/2017	BEN'S CLEANER SALES INC PRESSURE WASHER PARTS	P0095333	283483	05/24/2017	132.24
00187411	06/15/2017	BEST PARKING LOT CLEANING INC INV C156853/157053/156959 2017	P0095302	157480/157554/15	05/17/2017	39,988.93
00187412	06/15/2017	BLUELINE GROUP SUB BASIN 27A.9 SEWER & DRAIN	P85542	13323	05/01/2017	2,222.25
00187413	06/15/2017	BOOTH, GLENDON D LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187414	06/15/2017	BREWTON MD, LUKE Clinical consultations in 2017	P93569	OH008287	05/16/2017	150.00
00187415	06/15/2017	BROOKS, KENNETH WRPA CONFERENCE EXPENSE		OH008292	06/12/2017	159.67
00187416	06/15/2017	BROTHERS IN BATTLE LLC Basic Irons Class/White and Gi	P0095307	156	05/01/2017	413.60
00187417	06/15/2017	CADMAN INC 5/8"-MINUS ROCK (62.34 TONS)	P0095260	5440615	05/03/2017	1,474.35
00187418	06/15/2017	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	110.00
00187419	06/15/2017	CAMDEN GARDENS Aljoya & Aubrey Davis Park Sha	P94071	63053	06/01/2017	424.88
00187420	06/15/2017	CDW GOVERNMENT INC Adobe Creative Cloud License R	P0095250	JBD1915	05/31/2017	3,324.94
00187421	06/15/2017	CESSCO INVENTORY PURCHASES	P0095368	6896	05/31/2017	266.84
00187422	06/15/2017	CHRISTIANSEN, ANNE Instructor payment - course #1	P0095386	16849	06/09/2017	650.15
00187423	06/15/2017	CINTAS CORPORATION #460 2017 Rug cleaning services for	P93815	460132322/460122	05/04/2017	99.00
00187424	06/15/2017	CLEANERS PLUS 1 Uniform cleaning	P0095366	76411	06/01/2017	156.37

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187425	06/15/2017	CONFIDENTIAL DATA DISPOSAL Shredding	P0095318	92953	05/31/2017	175.00
00187426	06/15/2017	COOPER, ROBERT LEOFF1 Excess Benefit		JULY2017A	06/13/2017	1,566.16
00187427	06/15/2017	CORK, TAMBI A PER DIEM REIMB		OH008294	06/12/2017	304.80
00187428	06/15/2017	CORRECTIONAL INDUSTRIES ACCTG staff shirt order	P0095310	T055327	05/26/2017	77.27
00187429	06/15/2017	CREATIVE HOUSE BRANDING INV MI050817A PUBLIC WORKS	P0095292	MI050817A	05/22/2017	375.93
00187430	06/15/2017	CRYSTAL AND SIERRA SPRINGS 2017 ANNUAL PO FOR WATER DELIV	P94425	1455831052017	05/20/2017	240.28
00187431	06/15/2017	CULLIGAN Water Service/Fire	P0095355	201706672721	05/31/2017	203.78
00187432	06/15/2017	CUMMINS INC GENERATOR MAINT CITY HALL	P91927	00149834	04/30/2017	26,809.80
00187433	06/15/2017	DAILY JOURNAL OF COMMERCE RESIDENTIAL STREET OVERLAY	P0095323	3325521	05/22/2017	532.00
00187434	06/15/2017	DATAQUEST LLC Background checks for voluntee	P93568	2461	05/31/2017	64.50
00187435	06/15/2017	DEEDS, EDWARD G LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	111.00
00187436	06/15/2017	DELL MARKETING L.P. Additional Fire Workstation	P0095234	10163487290	05/01/2017	18,481.62
00187437	06/15/2017	DEVENY, JAN P LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	111.00
00187438	06/15/2017	DKS ASSOCIATES Consulting services for	P0095277	0063577	05/12/2017	6,515.00
00187439	06/15/2017	DOWD, PAUL LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	111.00
00187440	06/15/2017	DUNN LUMBER COMPANY POLICE KITCHEN CABINETS	P0095285	4751500	05/30/2017	4,308.65
00187441	06/15/2017	ELSOE, RONALD LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	108.00
00187442	06/15/2017	EMMANUEL DAY SCHOOL Childcare payment for Emergenc	P93576	OH008298	06/06/2017	1,241.90
00187443	06/15/2017	FASTSIGNS BELLEVUE "POLICE USE ONLY" SIGNS	P0095322	B88710	05/23/2017	165.00
00187444	06/15/2017	FERGUSON ENTERPRISES INC INVENTORY PURCHASES	P0095335	0553609	05/24/2017	4,754.08
00187445	06/15/2017	FINLON, PETER C LIFEGUARD CERTIFICATION		OH008295	06/08/2017	249.50
00187446	06/15/2017	FIRE PROTECTION INC SECURITY MONITORING SERVICES	P0095399	38836	06/01/2017	254.25
00187447	06/15/2017	FORSMAN, LOWELL LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187448	06/15/2017	GEOTECH CONSULTANTS INC Geotech consultation	P0095279	45719	05/15/2017	694.00
00187449	06/15/2017	GLOBAL EQUIPMENT CO 12CRI PIPE RACKS	P0095360	110998898	05/04/2017	1,552.25
00187450	06/15/2017	GOLDER ASSOCIATES INC INV 476521 2017 SOIL REMEDIATI	P0094782	480850	05/09/2017	2,043.47

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187451	06/15/2017	GOODMAN, J C LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	110.00
00187452	06/15/2017	GOODSELL POWER EQUIPMENT SAW CHAINS	P0095297	713726/7/5/3/0	05/02/2017	614.72
00187453	06/15/2017	GOODYEAR TIRE & RUBBER CO, THE INV 195-1138028 TIRE INVENTORY	P0095303	1951138028	05/15/2017	2,276.77
00187454	06/15/2017	GRAINGER INVENTORY PURCHASES	P0095226	9455487661	05/25/2017	233.43
00187455	06/15/2017	HACH COMPANY POCKET COLORIMETER II (CHLORIN	P0095275	10467319	05/23/2017	1,047.38
00187456	06/15/2017	HAGSTROM, JAMES FRLEOFF1 Retiree Medical Expen		JULY2017B	06/13/2017	178.65
00187457	06/15/2017	HARRIGAN LEYH FARMER & Professional services - I-90 L	P0095429	10	06/09/2017	411,345.79
00187458	06/15/2017	HDR ENGINEERING INC INV 1200019377 FREEMAN AVE	P92697	1200050867	05/09/2017	18,664.52
00187459	06/15/2017	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0095392	0094803010043	06/09/2017	513.69
00187460	06/15/2017	HONEYWELL, MATTHEW V Professional services - Invoic	P0095430	978	06/06/2017	400.00
00187461	06/15/2017	HORIZON INV 3M229055 FL-0382 REPAIR PA	P0095298	3M230428	05/24/2017	235.64
00187462	06/15/2017	JAMES G MURPHY CO YFS USES BOX TRUCK		22097	06/14/2017	10,515.67
00187463	06/15/2017	JB INSTANT LAWN INC 640 SQ FT OF SOD	P0095332	566153	05/01/2017	322.30
00187464	06/15/2017	JOHNSON, CURTIS LEOFF1 Medicare Reimb		JULY2017A	06/13/2017	980.58
00187465	06/15/2017	KPG I-90 traffic analysis, review	P93025	43117	05/10/2017	33,409.91
00187466	06/15/2017	KUHN, DAVID LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	110.00
00187467	06/15/2017	LAW OFFICE OF SAMUEL A Professional Services - Invoic	P0095272	26901	05/10/2017	4,189.00
00187468	06/15/2017	LEE, WALLACE LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	109.00
00187469	06/15/2017	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	146.90
00187470	06/15/2017	LEYDE, CASEY MILEAGE EXPENSE		OH008290	06/06/2017	117.18
00187471	06/15/2017	LOISEAU, LERI M LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	107.00
00187472	06/15/2017	LYONS, STEVEN LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	135.60
00187473	06/15/2017	MIHS DRILL TEAM Rental 24062 complete. Returni	P0095384	24062	06/02/2017	150.00
00187474	06/15/2017	MOE, JIM MILEAGE EXPENSE		OH008291	06/02/2017	49.22
00187475	06/15/2017	MYERS, JAMES S LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187476	06/15/2017	NOVAK, JOHN SUPPLIES		OH008293	06/02/2017	142.05

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187477	06/15/2017	OLDCASTLE PRECAST INC SEWER MANHOLE RISERS	P0095380	010211778/010C09	05/24/2017	784.70
00187478	06/15/2017	PACIFIC AIR CONTROL INC HP10 & 13 FLUSH COILS	P0095282	3239	05/19/2017	1,172.05
00187479	06/15/2017	PACIFIC GOLF & TURF INV 2-29198 FL-0433 REPAIR PAR	P0095296	229198	05/05/2017	640.89
00187480	06/15/2017	PACIFIC NW NAGINATA FEDERATION Instructor payment - course #1	P0095390	17001	06/09/2017	1,153.60
00187481	06/15/2017	PACIFIC RUBBER INV 3061994 FL-0395 REPAIR PAR	P0095294	3061994	05/19/2017	225.61
00187482	06/15/2017	PART WORKS INC. PLUMBING SUPPLIES	P0095367	INV13502	05/31/2017	1,656.33
00187483	06/15/2017	PEBBLE @ MIPC, THE Preschool scholarships for EA	P93577	OH008305	05/10/2017	411.30
00187484	06/15/2017	PERRONE CONSULTING INC PS INV 17107-01 GEOTECHNICAL 8410	P0095327	1710701	05/12/2017	3,051.75
00187485	06/15/2017	POT O' GOLD INC Coffee equipment and supplies	P0095280	0106921/0105623	05/15/2017	453.99
00187486	06/15/2017	PRAIRIE EQUIPMENT COMPANY INV 2390 MANHOLE DEBRIS CATCHE	P94199	2390	03/24/2017	629.22
00187487	06/15/2017	PROVOST, ALAN LEOFF1 Excess Benefit		JULY2017A	06/13/2017	1,449.36
00187488	06/15/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH008304	06/06/2017	28.04
00187489	06/15/2017	PUGET SOUND ENERGY ENERGY USE JUNE 2017		OH008296	06/05/2017	3,319.41
00187490	06/15/2017	QUENCH USA INC Quarterly billing for Quench f	P93564	200719255	06/01/2017	237.60
00187491	06/15/2017	RAMSAY, JON LEOFF1 Medicare Reimb		JULY2017A	06/13/2017	584.61
00187492	06/15/2017	RETAIL POINT OF SALE INC Receipt paper rolls - bulk ord	P0095344	15153	05/19/2017	136.00
00187493	06/15/2017	RICOH USA INC Cost Per Copy/Fire	P0095267	5048643915	05/23/2017	94.39
00187494	06/15/2017	ROMAINE ELECTRIC CORP Batteries/7607	P0095350	1117215	05/12/2017	353.85
00187495	06/15/2017	RON'S STUMP REMOVAL & INV 8411 ROW TREE WORK	P0094756	8410	05/17/2017	10,805.00
00187496	06/15/2017	RUCKER, MANORD J LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	127.00
00187497	06/15/2017	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		JULY2017A	06/13/2017	932.19
00187498	06/15/2017	SEATTLE PUBLIC UTILITIES May 2017 SPU charge for Retail	P0095340	OH008307	04/30/2017	39,928.00
00187499	06/15/2017	SITWISE DESIGN PLLC Civil Engineering Design for M	P0095230	17040	05/22/2017	8,010.00
00187500	06/15/2017	SMITH, RICHARD LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	200.80
00187501	06/15/2017	TEC EQUIPMENT INC Misc. Apparatus Parts	P0095309	221680S/221107S/	04/26/2017	171.64
00187502	06/15/2017	THOMPSON, JAMES LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	123.30

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00187503	06/15/2017	TOOLE DESIGN GROUP LLC Bollard Evaluation and	P90825	7071MAR05/APR06	04/27/2017	4,510.34
00187504	06/15/2017	TOOLEY, NORMAN LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	107.00
00187505	06/15/2017	UNDERWATER SPORTS INC. Equipment repair #20013592	P0095375	259949	06/07/2017	257.59
00187506	06/15/2017	UNITED SITE SERVICES Restroom rental for sports fie	P93945	1145315131/39159	05/17/2017	299.05
00187507	06/15/2017	US HEALTHWORKS MEDICAL GROUP Dive Team physical-Schroeder	P0095319	0725512/0726501	05/12/2017	1,129.00
00187508	06/15/2017	US POSTMASTER PERMIT 53		OH008288	06/14/2017	2,272.21
00187509	06/15/2017	USABlueBook INVENTORY PURCHASES	P0095359	262775/267717	05/18/2017	379.97
00187510	06/15/2017	VERIZON WIRELESS MDC Charges/Fire	P0095348	9786294673	05/23/2017	925.97
00187511	06/15/2017	WA LEGAL MESSENGERS INC Legal Messenger Service -	P0095248	316166	05/24/2017	15.00
00187512	06/15/2017	WA ST TREASURER'S OFFICE Remit May 2017 MI Court Transm	P0095273	OH008301	05/31/2017	27,186.35
00187513	06/15/2017	WA ST TREASURER'S OFFICE Remit May 2017 NC Court Transm	P0095274	OH008300	05/31/2017	3,858.19
00187514	06/15/2017	WALLACE, THOMAS LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	109.00
00187515	06/15/2017	WASPC WASPC conference fee	P0095317	DUES201700567/IN	02/13/2017	225.00
00187516	06/15/2017	WATAI Car Ped Collision Training Cla	P0095326	OH008302	05/12/2017	500.00
00187517	06/15/2017	WCIA Notary Bond (Spietz)	P0095247	13966	05/30/2017	40.00
00187518	06/15/2017	WEGNER, KEN LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187519	06/15/2017	WHEELER, DENNIS LEOFF1 Medicare Reimb		JULY2017B	06/13/2017	104.90
00187520	06/15/2017	WHISTLE WORKWEAR SAFETY BOOTS & MISC. WORK CLOT	P0095334	SHO2833	05/28/2017	197.98
00187521	06/15/2017	WIMACTEL INC PAYPHONE IN POLICE LOBBY	P0095410	000164656	06/01/2017	60.50
00187522	06/15/2017	XEROX CORPORATION PRINTER SUPPLIES		230051666	06/01/2017	702.55
00187523	06/15/2017	ZEE MEDICAL Quarterly Refill City Hall Inv	P0095289	OH008303	06/01/2017	1,089.97
00187524	06/15/2017	ZEP MANUFACTURING CO. INVENTORY PURCHASES	P0095270	9002833138	05/18/2017	162.75
					Total	747,796.80

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	11,096.88
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	6,143.97
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	5,330.97
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	2,045.07
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	1,328.76
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	1,033.64
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	809.22
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	639.65
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	585.84
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	387.49
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	299.97
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	299.97
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	278.60
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	180.39
P0095383	00187400	ABLEIDINGER, JERRY	Conflict. -EHT	150.00
P0095384	00187473	MIHS DRILL TEAM	Rental 24062 complete. Returni	150.00
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	138.88
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	117.89
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	117.87
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	64.06
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	50.47
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	44.63
P0095273	00187512	WA ST TREASURER'S OFFICE	Remit May 2017 MI Court Transm	31.81
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	7.82
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	7.14
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	2.18
P0095274	00187513	WA ST TREASURER'S OFFICE	Remit May 2017 NC Court Transm	1.37
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0095339	00187498	SEATTLE PUBLIC UTILITIES	May 2017 SPU charge for Retail	20,900.00
P0095340	00187498	SEATTLE PUBLIC UTILITIES	April 2017 SPU charge for Reta	19,028.00
P0095335	00187444	FERGUSON ENTERPRISES INC	INVENTORY PURCHASES	4,754.08
P0095343	00187459	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	178.89
P0095286	00187454	GRAINGER	INVENTORY PURCHASES	147.90
P0095270	00187524	ZEP MANUFACTURING CO.	INVENTORY PURCHASES	162.75
P0095359	00187509	USABlueBook	INVENTORY PURCHASES	108.74
P0095226	00187454	GRAINGER	INVENTORY PURCHASES	85.53
P0095369	00187421	CESSCO	INVENTORY PURCHASES	69.83
<i>Org Key: 814083 - Vol Life Ins - States West Lif</i>				
	00187405	AWC	JUNE 2017	335.50
<i>Org Key: CA1100 - Administration (CA)</i>				
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	38.68
P0095248	00187511	WA LEGAL MESSENGERS INC	Legal Messenger Service -	15.00
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0095272	00187467	LAW OFFICE OF SAMUEL A	Professional Services - Invoice	4,189.00
P0095430	00187460	HONEYWELL, MATTHEW V	Professional services - Invoice	400.00
<i>Org Key: CM11SP - Special Projects-City Mgr</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0095429	00187457	HARRIGAN LEYH FARMER &	Professional services - I-90 L	411,345.79
P0095276	00187465	KPG	I-90 traffic analysis, review	21,942.42
<i>Org Key: CM1200 - City Clerk</i>				
P0095247	00187517	WCIA	Notary Bond (Spietz)	40.00
<i>Org Key: CM1400 - Communications</i>				
P0095235	00187420	CDW GOVERNMENT INC	Adobe Creative Cloud License R	918.27
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
P0095328	00187523	ZEE MEDICAL	Quarterly Refill City Hall Inv	101.81
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: DS1100 - Administration (DS)</i>				
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	38.70
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
P0095279	00187448	GEOTECH CONSULTANTS INC	Geotech consultation	694.00
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0095277	00187438	DKS ASSOCIATES	Consulting services for	6,515.00
<i>Org Key: DS4550 - Utility Inspection (Clearing)</i>				
P0095334	00187520	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	197.98
<i>Org Key: FN1100 - Administration (FN)</i>				
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	24.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P0095190	00187420	CDW GOVERNMENT INC	Docks for Fire Plan Review	353.91
P0095355	00187431	CULLIGAN	Water Service/Fire	203.78
P0095267	00187493	RICOH USA INC	Cost Per Copy/Fire	94.39
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	50.69
<i>Org Key: FR2100 - Fire Operations</i>				
P0095087	00187436	DELL MARKETING L.P.	Additional Fire Workstation	964.68
P0095348	00187510	VERIZON WIRELESS	MDC Charges/Fire	925.97
P0095350	00187494	ROMAINE ELECTRIC CORP	Batteries/7607	353.85
P0095309	00187501	TEC EQUIPMENT INC	Misc. Apparatus Parts	171.64
<i>Org Key: FR4100 - Training</i>				
P0095306	00187408	BELLEVUE, CITY OF	2017 EMTG Academy Fees	2,940.00
P0095307	00187416	BROTHERS IN BATTLE LLC	Basic Irons Class/White and Gi	413.60
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00187476	NOVAK, JOHN	SUPPLIES	142.05
<i>Org Key: GGM001 - General Government-Misc</i>				
P0095280	00187485	POT O' GOLD INC	Coffee equipment and supplies	426.49
P0095364	00187523	ZEE MEDICAL	First Aid Supplies MICEC	180.13
P0095262	00187523	ZEE MEDICAL	MICEC Medical supplies - ice p	173.25
P93529	00187523	ZEE MEDICAL	First Aid replenishment for LB	137.28
P0095280	00187485	POT O' GOLD INC	Water cooler	27.50
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	50.70
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00187500	SMITH, RICHARD	LEOFF1 Medicare Reimb	200.80
	00187406	BARNES, WILLIAM	LEOFF1 Medicare Reimb	163.70
	00187469	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	146.90
	00187464	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	143.30
	00187491	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00187472	LYONS, STEVEN	LEOFF1 Medicare Reimb	135.60
	00187496	RUCKER, MANORD J	LEOFF1 Medicare Reimb	127.00
	00187456	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	124.60
	00187502	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
	00187435	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	111.00
	00187437	DEVENY, JAN P	LEOFF1 Medicare Reimb	111.00
	00187439	DOWD, PAUL	LEOFF1 Medicare Reimb	111.00
	00187404	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	110.00
	00187418	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	110.00
	00187451	GOODMAN, J C	LEOFF1 Medicare Reimb	110.00
	00187466	KUHN, DAVID	LEOFF1 Medicare Reimb	110.00
	00187402	ADAMS, RONALD E	LEOFF1 Medicare Reimb	109.00
	00187468	LEE, WALLACE	LEOFF1 Medicare Reimb	109.00
	00187514	WALLACE, THOMAS	LEOFF1 Medicare Reimb	109.00
	00187441	ELSOE, RONALD	LEOFF1 Medicare Reimb	108.00
	00187497	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	108.00
	00187471	LOISEAU, LERI M	LEOFF1 Medicare Reimb	107.00
	00187504	TOOLEY, NORMAN	LEOFF1 Medicare Reimb	107.00
	00187399	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	104.90
	00187413	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	104.90
	00187447	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	104.90
	00187475	MYERS, JAMES S	LEOFF1 Medicare Reimb	104.90
	00187518	WEGNER, KEN	LEOFF1 Medicare Reimb	104.90
	00187519	WHEELER, DENNIS	LEOFF1 Medicare Reimb	104.90
P0095329	00187456	HAGSTROM, JAMES	FRLEOFF1 Retiree Medical Expen	54.05
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00187406	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,604.31
	00187426	COOPER, ROBERT	LEOFF1 Excess Benefit	1,566.16
	00187487	PROVOST, ALAN	LEOFF1 Excess Benefit	1,449.36
	00187464	JOHNSON, CURTIS	LEOFF1 Excess Benefit	837.28
	00187497	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	824.19
	00187491	RAMSAY, JON	LEOFF1 Excess Benefit	448.41
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0095411	00187401	ACCESS	DATA ENTRY, BLACK BOX STORAGE,	405.78
P0095111	00187420	CDW GOVERNMENT INC	SAP Standard Support 1 yr	358.81
P0095410	00187521	WIMACTEL INC	PAYPHONE IN POLICE LOBBY	60.50
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00187489	PUGET SOUND ENERGY	ENERGY USE JUNE 2017	3,319.41
P0095297	00187452	GOODSELL POWER EQUIPMENT	REPAIR & SERVICE POWER EQUIPME	383.75
P0095332	00187463	JB INSTANT LAWN INC	640 SQ FT OF SOD	322.30

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0095297	00187452	GOODSELL POWER EQUIPMENT	SAW CHAINS	230.97
P0095260	00187417	CADMAN INC	5/8"-MINUS ROCK (62.34 TONS)	117.95
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	10.81
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
P94476	00187495	RON'S STUMP REMOVAL &	INV 8411 ROW TREE WORK	5,910.00
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0095260	00187417	CADMAN INC	5/8"-MINUS ROCK (62.34 TONS)	73.72
<i>Org Key: MT3100 - Water Distribution</i>				
P0095360	00187449	GLOBAL EQUIPMENT CO 12CRI	PIPE RACKS	776.13
P0095359	00187509	USABlueBook	VIBRATION-REDUCING GLOVES	271.23
P0095260	00187417	CADMAN INC	5/8"-MINUS ROCK (62.34 TONS)	88.46
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT3150 - Water Quality Event</i>				
P0095275	00187455	HACH COMPANY	POCKET COLORIMETER II (CHLORIN	1,008.45
P0095275	00187455	HACH COMPANY	PH 7.00 BUFFER SOLUTION (20 PK	38.93
<i>Org Key: MT3200 - Water Pumps</i>				
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	10.81
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0095097	00187436	DELL MARKETING L.P.	2 Desktop -> 1 Laptop conversi	4,353.83
	00187474	MOE, JIM	MILEAGE EXPENSE	49.22
	00187470	LEYDE, CASEY	MILEAGE EXPENSE	39.06
<i>Org Key: MT3400 - Sewer Collection</i>				
P94698	00187411	BEST PARKING LOT CLEANING INC	INV C156853/157053/156959 2017	3,466.65
P0095380	00187477	OLDCASTLE PRECAST INC	SEWER MANHOLE RISERS	784.70
P94199	00187486	PRAIRIE EQUIPMENT COMPANY	INV 2390 MANHOLE DEBRIS CATCHE	629.22
P0095301	00187459	HOME DEPOT CREDIT SERVICE	DRILL & MIXER	200.06
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00187470	LEYDE, CASEY	MILEAGE EXPENSE	78.12
<i>Org Key: MT3800 - Storm Drainage</i>				
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 156786 2017-18 ON CALL CC	9,326.63
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 156851 2017-18 ON CALL CCT	7,849.37
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 156998 2017-18 ON CALL CCT	3,229.05
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 156968 2017-18 ON CALL CCT	3,202.45
P0095327	00187484	PERRONE CONSULTING INC PS	INV 17107-01 GEOTECHNICAL 8410	3,051.75
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 156958 2017-18 ON CALL CCT	2,834.80
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 157052 2017-18 ON CALL CC	2,780.65

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 157526 2017-18 ON CALL CCT	2,487.10
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 157480 2017-18 ON CALL CCT	2,347.93
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 157554 2017-18 ON CALL CCT	2,084.30
P0095360	00187449	GLOBAL EQUIPMENT CO 12CRI	PIPE RACKS	776.12
P0095302	00187411	BEST PARKING LOT CLEANING INC	INV 157156 2017-18 ON CALL CCT	380.00
P0095260	00187417	CADMAN INC	5/8"-MINUS ROCK (62.34 TONS)	221.15
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0095250	00187420	CDW GOVERNMENT INC	Director Laptop	1,693.95
P0095292	00187429	CREATIVE HOUSE BRANDING	INV MI050817A PUBLIC WORKS	375.93
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	141.24
P94425	00187430	CRYSTAL AND SIERRA SPRINGS	2017 ANNUAL PO FOR WATER DELIV	87.23
P0095399	00187446	FIRE PROTECTION INC	SECURITY MONITORING SERVICES	84.75
<i>Org Key: MT4200 - Building Services</i>				
P0095282	00187478	PACIFIC AIR CONTROL INC	HP10 & 13 FLUSH COILS	1,172.05
P0095400	00187432	CUMMINS INC	GENERATOR MAINT CITY HALL	493.16
P0095403	00187432	CUMMINS INC	SHOP GENERATOR MAINT	388.97
P0095401	00187432	CUMMINS INC	GENERATOR MAINT PORTABLE	385.92
P0095402	00187432	CUMMINS INC	GENERATOR MAINT PORTABLE	373.75
P0095322	00187443	FASTSIGNS BELLEVUE	"POLICE USE ONLY" SIGNS	165.00
P0095399	00187446	FIRE PROTECTION INC	SECURITY MONITORING SERVICES	84.75
P0095404	00187482	PART WORKS INC.	PLUMBING SUPPLIES	34.10
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	10.81
<i>Org Key: MT4300 - Fleet Services</i>				
P0095303	00187453	GOODYEAR TIRE & RUBBER CO, THE	INV 195-1138028 TIRE INVENTORY	2,276.77
P0095296	00187479	PACIFIC GOLF & TURF	INV 2-29198 FL-0433 REPAIR PAR	640.89
P0095294	00187481	PACIFIC RUBBER	INV 3061994 FL-0395 REPAIR PAR	225.61
P0095295	00187461	HORIZON	INV 3M229055 FL-0382 REPAIR PA	133.09
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	10.81
<i>Org Key: MTBE04 - Wayfinding Sign Program</i>				
P93486	00187407	BECKWITH CONSULTING GROUP	ECONOMIC DEVELOPMENT GRANT	11,400.00
<i>Org Key: PO1100 - Administration (PO)</i>				
P0095317	00187515	WASPC	WASPC conference fee	150.00
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	145.31
P0095317	00187515	WASPC	WASPC membership fee	75.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0095392	00187459	HOME DEPOT CREDIT SERVICE	RUBBER HOSES & FITTINGS FOR	134.74
<i>Org Key: PO1700 - Records and Property</i>				
P0095318	00187425	CONFIDENTIAL DATA DISPOSAL	Shredding	175.00
P0095284	00187523	ZEE MEDICAL	Medical supplies	109.62
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0095366	00187424	CLEANERS PLUS 1	Uniform cleaning	156.37
<i>Org Key: PO2201 - Dive Team</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0095319	00187507	US HEALTHWORKS MEDICAL GROUP	Dive Team physicals-Noel, Kiss	756.00
P0095319	00187507	US HEALTHWORKS MEDICAL GROUP	Dive Team physical-Schroeder	373.00
P0095375	00187505	UNDERWATER SPORTS INC.	Dive equipment repairs	199.34
P0095320	00187505	UNDERWATER SPORTS INC.	Equipment repair #20013592	58.25
<i>Org Key: PO4300 - Police Training</i>				
P0095326	00187516	WATAI	Car Ped Collision Training Cla	500.00
<i>Org Key: PR1100 - Administration (PR)</i>				
P93475	00187409	BELLEVUE, CITY OF	2017 Specialized Recreation Se	2,142.00
	00187508	US POSTMASTER	PERMIT 53	936.11
P93564	00187490	QUENCH USA INC	Quarterly billing for Quench f	60.21
<i>Org Key: PR2100 - Recreation Programs</i>				
	00187508	US POSTMASTER	PERMIT 53	936.10
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	11.99
<i>Org Key: PR2103 - Aquatics Programs</i>				
	00187445	FINLON, PETER C	LIFEGUARD CERTIFICATION	249.50
<i>Org Key: PR2104 - Special Events</i>				
P0095382	00187403	ARSCENTIA	Run Like a Girl sign	184.80
<i>Org Key: PR2108 - Health and Fitness</i>				
P0095390	00187480	PACIFIC NW NAGINATA FEDERATION	Instructor payment - course #1	1,153.60
P0095386	00187422	CHRISTIANSEN, ANNE	Instructor payment - course #1	650.15
<i>Org Key: PR4100 - Community Center</i>				
P0095361	00187523	ZEE MEDICAL	MICEC AED supplies	207.59
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	70.62
<i>Org Key: PR5900 - Summer Celebration</i>				
	00187508	US POSTMASTER	PERMIT 53	400.00
<i>Org Key: PR6100 - Park Maintenance</i>				
P0095368	00187421	CESSCO	SHARPEN MOWER BLADES	197.01
	00187415	BROOKS, KENNETH	WRPA CONFERENCE EXPENSE	159.67
P94425	00187430	CRYSTAL AND SIERRA SPRINGS	2017 ANNUAL PO FOR WATER DELIV	153.05
P0095333	00187410	BEN'S CLEANER SALES INC	PRESSURE WASHER PARTS	132.24
P0095298	00187461	HORIZON	DROP SPREADER	92.65
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	12.00
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P93815	00187423	CINTAS CORPORATION #460	2017 Rug cleaning services for	99.00
P0095399	00187446	FIRE PROTECTION INC	SECURITY MONITORING SERVICES	84.75
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.62
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P0095381	00187506	UNITED SITE SERVICES	Restroom rental for sports fie	77.53
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	10.81

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P94071	00187419	CAMDEN GARDENS	Aljoya & Aubrey Davis Park Sha	424.88
P0095310	00187428	CORRECTIONAL INDUSTRIES ACCTG	staff shirt order	77.27
P0095289	00187523	ZEE MEDICAL	FIRST AID SUPPLIES	12.66
P0095298	00187461	HORIZON	IRRIGATION FITTINGS	9.90
<i>Org Key: WG101R - City Hall Building Repairs</i>				
P0095285	00187440	DUNN LUMBER COMPANY	POLICE KITCHEN CABINETS	4,308.65
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P0095230	00187499	SITWISE DESIGN PLLC	Civil Engineering Design for M	8,010.00
<i>Org Key: WG110T - Computer Equip Replacements</i>				
P0095234	00187436	DELL MARKETING L.P.	Server Cluster Memory Upgrade	6,021.04
P0095233	00187436	DELL MARKETING L.P.	Memory Update for DB Server	3,039.14
P0095024	00187436	DELL MARKETING L.P.	1 2017 Laptop Replacement	2,102.94
P0095097	00187436	DELL MARKETING L.P.	2 Desktop -> 1 Laptop conversi	1,999.99
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
	00187462	JAMES G MURPHY CO	YFS USES BOX TRUCK	10,515.67
<i>Org Key: WG550R - Fuel Clean Up</i>				
P0094782	00187450	GOLDER ASSOCIATES INC	INV 476521 2017 SOIL REMEDIATI	2,043.47
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P0094756	00187495	RON'S STUMP REMOVAL &	Mercer Island Parks Spring 201	2,310.00
<i>Org Key: WP122R - Vegetation Management</i>				
P0094756	00187495	RON'S STUMP REMOVAL &	Mercer Island Parks Spring 201	1,320.00
P93945	00187506	UNITED SITE SERVICES	Volunteer Event Portable Restr	221.52
<i>Org Key: WP720R - Recurring Park Projects</i>				
P0095367	00187482	PART WORKS INC.	BATHROOM STALL & URINAL SCREEN	1,622.23
<i>Org Key: WR101R - Residential Street Improvement</i>				
P0095323	00187433	DAILY JOURNAL OF COMMERCE	RESIDENTIAL STREET OVERLAY	532.00
<i>Org Key: WR103F - Emer Repair - Freeman Landing</i>				
P91447	00187458	HDR ENGINEERING INC	INV 1200019377 FREEMAN AVE	16,731.12
<i>Org Key: WR140C - Pedestrian & Bicycle Facility</i>				
P93900	00187465	KPG	TRAFFIC ENGINEERING	530.89
<i>Org Key: WR517R - SE 40th (E of ICW) (W Leg)</i>				
P93900	00187465	KPG	TRAFFIC ENGINEERING	4,590.34
<i>Org Key: WR544C - ICW Crosswalk at SE 32nd</i>				
P93025	00187465	KPG	CONSTUCTION SERVICES	5,489.26
P93025	00187465	KPG	DESIGN - ICW CROSSWALK ENHANCE	857.00
<i>Org Key: WS512R - Sewer Repair at Sub-Basin 27</i>				
P85542	00187412	BLUELINE GROUP	SUB BASIN 27A.9 SEWER & DRAINAGE	2,222.25
<i>Org Key: WS901G - Sewer System Generator Repl</i>				
P91927	00187432	CUMMINS INC	PS 17, 18 , 24 GENERATOR PURCH	25,168.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WW102P - Water Model and Fire Flow Anal</i>				
P92697	00187458	HDR ENGINEERING INC	2016 MERCER ISLAND WATER MODEL	1,933.40
<i>Org Key: XP520R - Recreational Trail Connections</i>				
P90825	00187503	TOOLE DESIGN GROUP LLC	Bollard Evaluation and	4,510.34
P0095260	00187417	CADMAN INC	5/8"-MINUS ROCK (62.34 TONS)	973.07
<i>Org Key: XP710R - Luther BB Minor Capital LEVY</i>				
P0094756	00187495	RON'S STUMP REMOVAL &	Mercer Island Parks Spring 201	1,265.00
<i>Org Key: YF1100 - YFS General Services</i>				
P93568	00187434	DATAQUEST LLC	Background checks for volunteer	64.50
P93564	00187490	QUENCH USA INC	Quarterly billing for Quench s	59.13
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: YF1200 - Thrift Shop</i>				
P0095344	00187492	RETAIL POINT OF SALE INC	Receipt paper rolls - bulk ord	136.00
P93564	00187490	QUENCH USA INC	Quarterly billing for Quench s	118.26
	00187522	XEROX CORPORATION	PRINTER SUPPLIES	70.62
<i>Org Key: YF2500 - Family Counseling</i>				
P93569	00187414	BREWTON MD, LUKE	Clinical consultations in 2017	150.00
<i>Org Key: YF2600 - Family Assistance</i>				
P93576	00187442	EMMANUEL DAY SCHOOL	Preschool scholarships for EA	641.90
P0095313	00187442	EMMANUEL DAY SCHOOL	Childcare payment for Emergenc	600.00
P93577	00187483	PEBBLE @ MIPC, THE	Preschool scholarships for EA	411.30
P93578	00187488	PUGET SOUND ENERGY	Utility Assistance for Emerenc	28.04
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				
	00187427	CORK, TAMBI A	PER DIEM REIMB	304.80
P0095342	00187403	ARSCENTIA	Mercerdale sign production (MI	184.80
Total				747,796.80



CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING **6.2.17**
PAYROLL DATED **6.9.17**

Net Cash	\$	514,442.54
Net Voids/Manuals	\$	9,696.74
Net Total	\$	524,139.28

Federal Tax Deposit - Key Bank	\$	100,328.01
Social Security and Medicare Taxes	\$	48,419.38
Medicare Taxes Only (Fire Fighter Employees)	\$	2,011.39
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	23,239.51
Public Employees Retirement System 3 (PERS 3)	\$	6,152.42
Public Employees Retirement System (PERSJM)	\$	616.04
Public Safety Employees Retirement System (PSERS)	\$	221.88
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	25,653.43
Regence & LEOFF Trust - Medical Insurance	\$	15,313.51
Domestic Partner/Overage Dependiant - Insurance	\$	1,604.33
Group Health Medical Insurance	\$	1,027.99
Health Care - Flexible Spending Accounts	\$	2,573.51
Dependent Care - Flexible Spending Accounts	\$	1,974.55
United Way	\$	230.00
ICMA Deferred Compensation	\$	28,493.40
Fire 457 Nationwide	\$	12,084.32
Roth - ICMA	\$	50.00
Roth - Nationwide	\$	620.00
401K Deferred Comp	\$	-
Garnishments (Chapter 13)	\$	1,331.00
Child Support	\$	967.96
Mercer Island Employee Associationa	\$	148.75
Cities & Towns/AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	1,870.34
Fire Union - Supplemental Dues	\$	155.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	944.30
AFLAC - Supplemental Insurance Plans	\$	900.81
Coffee Fund	\$	72.00
Transportation	\$	105.00
HRA - VEBA	\$	4,119.55
Miscellaneous	\$	-
Tax & Benefit Obligations Total	\$	281,228.38

TOTAL GROSS PAYROLL	\$ 805,367.66
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

Charles L. Corder

 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 REGULAR MEETING MAY 15, 2017

CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 5:02 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin (participated by phone until arriving in person at 5:10 pm), and Councilmembers Wendy Weiker, Jeff Sanderson, Dan Grausz, David Wisenteiner (arrived at 5:04 pm) and Benson Wong were present.

AGENDA APPROVAL

It was moved by Sanderson; seconded by Weiker to:

Approve the agenda as presented.

Passed 5-0

FOR: 5 (Bassett, Grausz, Sanderson, Weiker, Wong)

ABSENT: 2 (Bertlin, Wisenteiner)

EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(I) for 60 minutes.

At 5:04 pm, Mayor Bassett convened an Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes.

At 6:00 pm, Mayor Bassett adjourned the Executive Session and the Regular Meeting resumed.

SPECIAL BUSINESS

Safe Boating and Paddling Week Proclamation

Mayor Bassett proclaimed May 20 – 26, 2017 as Safe Boating & Paddling Week. The Mayor asked all Mercer Island residents to dedicate themselves to learning about and practicing safe boating, including wearing life jackets.

Public Works Week Proclamation

Mayor Bassett proclaimed May 21 – 27, 2017 as Public Works Week. The Mayor asked citizens to join the Council in honoring our Public Works Department professionals, engineers, managers, and employees, and in recognizing the substantial contributions they have made to our health, safety, welfare, and quality of life.

CITY MANAGER REPORT

City Manager Julie Underwood presented her report to the Council about the state of the City. She noted several upcoming events in the community:

- King County Metro will be holding a community discussion on May 16, from 6:30 - 7:30 pm at MICEC prior to renewing 630 Shuttle service in Mercer Island.
- Upcoming Affordable Housing Week Events

- Mercer Island Chamber of Commerce is hosting a Town Center Parking Meeting scheduled May 18, from 9:00 - 10:00 am at the Mercer Island Fire Station, 3030 78th Ave., SE.
- Dog Walking community discussion at Pioneer Park on Saturday, May 23, at 5:30 pm. Staff will meet with participants at the kiosk on island Crest Way at SE 68th St, provide a 10-minute update and then proceed to leading a walk through the park.

City Manager Underwood praised Mercer Island PD on their successful "Bike to School Event". She noted several summer job openings with the City. She advised that this would be a great way to get involved and help provide a valuable service to the community, while making a little extra money during the summer.

APPEARANCES

Jim Stanton, 7812 SE 78th St, Neighbors in motion, regarding TIP agenda item spoke about the need for safe bike routes through the community.

Kirk Griffin, 7845 SE 73rd Pl, Neighbors in motion, echoed previous speaker's comments about TIP agenda item. Spoke about the need for safe bike routes through the community.

Jeff Koontz, 4234 E Mercer Way, Neighbors in motion, thanked staff with traffic engineering team for their partnership throughout the year to address the need for safe bike routes through the community. Thanked Council for providing the opportunity for the community to give feedback on the TIP. Spoke about the section between 86th and Island Crest Way shoulder improvements being proposed by City staff.

Daniel Thompson, 7265 N Mercer Way, spoke about second reading of appeals and review processes code amendments. Asked Council to send building permit appeals to the Hearing Examiner if they decide to allow for appeals.

Salim Nice, 5619 89th Ave SE, praised the efforts of the Council and the Planning Commission in undertaking the residential code update. Spoke in support of the City providing neighbors with notice of application and notice of decision as is being considered. He also requested Council consider providing citizens with the ability to appeal to the Hearing Examiner.

CONSENT CALENDAR

Payables: \$559,652.57 (05/04/2017)

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

Payroll: \$852,539.65 (05/12/2017)

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

Minutes: May 1, 2017 Regular Meeting Minutes and May 4, 2017 Special Meeting Minutes

Recommendation: Adopt the May 1, 2017 Regular Meeting Minutes and May 4, 2017 Special Meeting Minutes as written.

AB 5291 Island Crest Way Resurfacing Phase 2 Project Close Out

Recommendation: Accept the completed Island Crest Way Resurfacing Phase 2 project and authorize staff to close out the contract.

AB 5302 First Quarter 2017 Financial Status Report

Recommendation: Receive report.

It was moved by Bertlin; seconded by Wisenteiner to:

Approve the Consent Calendar and recommendations therein.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

REGULAR BUSINESS

AB 5301 I-90 Loss of Mobility Status Report

City Manager Julie Underwood advised of a mailer scheduled to be sent out to the community regarding temporary traffic improvements being facilitated by Sound Transit to help mitigate impacts due to closure of the I-90 center roadway.

City Attorney Kari Sand advised that the City filed a motion for preliminary injunction in follow-up to the lawsuit filed by the City claiming breach of contract. The motion is tentatively scheduled to be heard on May 23. The date should be finalized on Wednesday, May 17.

Chief Ed Holmes spoke about the City's plan for parking impacts from the closure of South Bellevue Park and Ride, as well as increase traffic in the town center.

Assistant City Manager Kirsten Taylor, spoke about discussions taking place with local business owners to see how the current parking permit program is working for them. She advised that staff has made many requests for Sound Transit to come address the community, she noted that they have committed to holding a community meeting, but have not yet set a date.

AB 5303 Public Hearing and Approval of a Public Benefit Rating System Application for Pioneer Park Youth Club.

Planning Manager Evan Maxim provided a brief presentation on public benefit rating system application for Pioneer Park Youth Club.

Mayor Bassett opened the public hearing at 7:04 pm.

Emma Sparrow, Seattle, Barn Manager Mercer Island Saddle Club. Spoke about the need for tax relief to financially be able to maintain the property.

Michelle Martin, 7427 91st Ave SE, Member of Mercer Island Saddle Club, spoke in support of providing tax relief to the property due to the valuable charitable services they provide the community.

Tina Lanzinger, 4115 97th Ave SE, Member of Mercer Island Saddle Club, spoke in support of approving the application. Advised that there is a lot of foot traffic utilizing the open space on the property from Pioneer Park.

Ira Appleman, 9039 E Shorewood Drive, spoke in support of the application stating that the property helps preserve the rural character of the island.

Mayor Bassett closed the public hearing at 7:10 pm.

It was moved by Weiker; seconded by Wisenteiner to:

Pass Resolution No. 1531, approving the proposed public benefit rating system current use assessment for 3.41 acres of the Pioneer Park Youth Club property.

Passed 7-0

FOR: (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

AB 5299 Public Hearing for Interim Zoning Ordinance Allowing Light Rail Facilities as a Permitted Use Within the I-90 Center Roadway Portion of the Public Institution Zone

City Attorney Kari Sand provided a history on the interim zoning ordinance allowing light rail facilities as a permitted use within the I-90 center roadway portion of the Public Institution zone.

Mayor Bassett opened the public hearing at 7:16 pm.

Ira Appleman, 9039 E Shorewood Drive, spoke against the interim zoning ordinance.

Mayor Bassett closed the public hearing at 7:20 pm.

City Attorney Kari Sand responded to Mr. Appleman's concern about the City accepting Sound Transit's building permit if the City originally concluded that the light rail station is not a permitted use in the public institution zone.

AB 5294 Public Hearing and Preview of the 6-Year Transportation Improvement Program

City Engineer Patrick Yamashita presented the 2018-2023 Transportation Improvement Program (TIP). He noted that chapter 35.77 RCW requires the City to update the TIP annually by July 1.

Mayor Bassett opened the public hearing at 7:49 pm.

There being no comments, Mayor Bassett closed the public hearing at 7:50 pm.

City Engineer Yamashita noted that City Council adoption of the final TIP is expected June 19, 2017.

AB 5300 Initiate Street Vacation Process for a Portion of Freeman Avenue

Public Works Director Jason Kintner presented background information about the vacation of a portion of Freeman Avenue and detailed specific issues the City would face if it maintained ownership.

It was moved by Wong; seconded by Bertlin to:

Pass Resolution No. 1529, initiating proceedings for the vacation of a portion of Freeman Avenue SE and setting the public hearing dates.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

AB 5298 Appeals and Review Processes Code Amendments (2nd Reading & Adoption)

Development Services Director Scott Greenberg reviewed the proposed code changes discussed during first reading of the ordinance regarding appeals and review processes on May 1, 2017. He also noted the changes that were made to the ordinance at Council's direction.

It was moved by Grausz; seconded by Sanderson to:

Adopt Ordinance No. 17C-12, amending Mercer Island City Code Titles 3, 15, 17 and 19 and repealing Chapter 3.28 MICC regarding development permit appeals procedures and actions as amended. Add the following to Section 10 of Ordinance No. 17C-12, MICC 19.15.010(E), Ministerial Actions:

ACTION	DECISION AUTHORITY	CRITERIA	APPEAL AUTHORITY
Major Single-Family Dwelling Building Permit	Code Official	Chapter 19.02 MICC but not Title 15 MICC or Title 17 MICC	Hearing examiner

And to change the appeal authority for SEPA Threshold Determination in Section 10 of Ordinance No. 17C-12, MICC 19.15.010(E) and Section 19.07.120(T), Administrative Actions from Superior Court to Hearing Examiner.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

It was moved by Grausz; seconded by Wisenteiner to:

Ask the Planning Commission to include on their next work plan the issue of building permit appeals. Focusing on the appeals of page 2 of Agenda Bill 5298.

Passed 7-0

FOR: (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

It was moved by Sanderson; seconded by Wisenteiner to:

Pass Resolution No. 1530, amending development and construction permit fees to add a "Public

Notice Fee” that can be applied on a case-by-case basis for major single-family dwelling building permit applications that require a Notice of Application.

FAILED 3-3-1

FOR: (Bassett, Sanderson, Wong)

AGAINST: (Grausz, Wisenteiner, Weiker)

ABSTAIN: (Bertlin)

After deliberation, the Council directed staff who are working on complying with the new noticing requirements, to track these hours on their time sheet to allow later review of the impacts to workload and determine if additional staffing is needed.

OTHER BUSINESS

Councilmember Absences

There were none.

Planning Schedule

City Manager Underwood noted the next Council Meeting is scheduled for June 5, 2017. The Island Crest Park field improvement plan will be on the Agenda as well as the first reading of the Planning Commission’s Residential Code update recommendations. The Council has Executive Sessions scheduled for May 16 and May 22.

City Manager Underwood noted a Special Meeting has been scheduled for July 24. The 2017 mini-planning session which had been scheduled for mid-June has been suspended due to workload.

Mayor Bassett noted that he will be absent from the July 24, 2017 meeting. Councilmember Weiker advised that she will be absent from the May 22, 2017 Executive Session.

Board Appointments

There were none.

Councilmember Reports

Councilmember Wisenteiner noted June 3 is National Letterboxing Day. He praised Julie and Kirsten’s efforts for the Prospective Council Candidate meeting.

Deputy Mayor Bertlin attended Eastside Transportation Partnership meeting.

Councilmember Sanderson thanked Julie for her first City Manager Report.

Councilmember Weiker advised that Eastside Transportation Partnership is attempting to decide if they are a networking forum, or an advocacy group. She praised MIYFS Director Goodwin for a “Staying Connected to Your Children” flyer.

Councilmember Wong noted SCA public issues committee presented on the Veteran’s and Human Services levy that is expected on the November ballot. There is also a cultural access levy expected on the ballot in August.

ADJOURNMENT

The Regular Meeting adjourned at 9:52 pm.

Bruce Bassett, Mayor

Attest:

Ellie Hooman, Deputy City Clerk



***REVISED* CITY COUNCIL MINUTES**
SPECIAL MEETING
JUNE 12, 2017

CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 6:04 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Jeff Sanderson, Wendy Weiker (arrived at 6:05 pm), David Wisenteiner and Benson Wong (arrived at 6:20 pm) were present. Councilmember Grausz was absent.

SPECIAL BUSINESS

AB 5314 Public Hearing on Residential Development Standards Code Amendments

Mayor Bassett opened the public hearing at 6:05 pm.

Planning Manager Evan Maxim provided a brief presentation reviewing the Planning Commission's recommended residential code amendments.

David Hoffman, 335 116th Ave SE, Bellevue, Master Builders Association, thanked the Planning Commission and Council for their work on the updates proposed. Master Builder's Architects are concerned about changes made to the floor area ratio recommendations.

Marc Rousso, 8020 SE 34th, Jaymarc Homes, advised that comments have been sent in to staff and Council via email regarding the 88 pages of recommendations published on June 2nd. Councilmember Wisenteiner requested specifics on what changes Mr. Rousso and Jaymarc Homes have made in past project on 74th to show good faith in developing in a way that is acceptable to the community. Mr. Rousso advised they chose to decrease the facade and how the garage was presented to make it more appealing to the neighbors and reduced the floor area.

George Steirer, 7233 Douglas Ave SE, Snoqualmie, Planned Permits, expressed concern about the process for code interpretations. While the Council may agree with the current staff's intent with code interpretations, it is hard to know what future staff's intent may be if there isn't clear direction. Doesn't believe that utility easements should be taken out of net lot area.

Allen Housepian, 4344 90th Ave SE, spoke about the need to have additional space in homes as more and more people work from their homes. Advised that there is no hope of Mercer Island retaining a character in the future of development. Restrictions will only lower property values.

Phil McCullough, from McCullough Architects in Seattle, spoke about a plans document that was distributed to the Council. Expressed concerns about single story homes with daylight basements being excluded under the new code recommendations. Spoke in support of the May draft and expressed concern about the updated draft published.

Randy Koehler, 3056 70th Ave SE, spoke in opposition of the draft and the process. Expressed concern about hidden agendas. Asked Council to take an approach to work with homeowners to utilize their property how they wish in a way that is sustainable.

Mark Coen, 3220 73rd Ave SE, stated that he supports growth that is responsible and reflective of citizens' needs. He encouraged the Council to listen to what people are saying and have that reflected in the code updates. He thinks this code rewrite is not as restrictive as it could be in certain areas. He recognized that developers follow the rules, but believes that the issue is that the rules are not balanced.

Vickie Carper, 9827 SE 42nd Pl, provided a picture to the Council, and read a Alfred Skinner quote. Spoke about homes recently developed where trees were removed and are now ugly. Expressed concerns about diminished property value due to larger homes blocking other properties views.

David Youssefnia, 8214 SE 30th St, spoke in support of the Planning Commission's recommendation to make sports courts exempt from lot area restrictions. Displayed how sports courts do allow water to drain and requested Council to allow them in the new code.

Jim Hummer, 3058 61st SE, spoke about spacing of trees. Asked Council to consider changing set-backs to a sliding scale dependent on house size. Spoke in favor of requiring a construction management plan on large developments.

Dick Winslow, 3761 77th Ave SE, spoke in support of responsible development in the City of Mercer Island retaining the character of the community.

Kristin Hart, 17 Brook Bay Road, spoke about the difficulty that is already in place when a citizen wants to remodel or build a new home. Requested the Council delay changing the code to provide more time for discussion.

Lynn Hagerman, 3058 61st Ave SE, spoke about community interest and support for reasonable code changes addressing massive buildings. Asked the Council to approve the recommended changes presented by the Planning Commission. Support staff's recommendation to remove the sports field exemption. Requests Council limit construction to 2 years.

Lucia Pirzio-Biroli, 4212 West Mercer Way, advised that Mercer Island is the most restrictive development code in any jurisdiction she has worked. Most contentious portion of the recommendation has to do with the reduction of building height.

Carolyn Boatsman, 3210 74th Ave SE, spoke about the need for reduction of maximum building height. Expressed concerns with removing trees 10" or larger.

Barbara Shuman, 3434 74th Ave SE, spoke about frustration with having 7 different construction sites near her home for most of the last year. Advised that that construction crews are creating large ugly staging areas with storage for heavy equipment. Expressed concerns about open pits at the construction sites posing a danger to neighborhood children.

Mary "Molly" Mahoney, 3024 60th Ave SE, presented the Council with a video on her cell phone of construction visible from her front door.

Dan Thompson, 7265 North Mercer Way, expressed concerns that the code recommendations will still allow for larger houses than are presently allowed under the code. Requested Council reject the covered parking restriction reduction.

Charles Zwick, 7422 SE 32nd Street, expressed concerns with restricting covered parking. Vehicles will be forced to park on the already congested streets. More vehicles parked on the street will also present additional dangers to runners and cyclists using the roads.

Suzanne Skone, 2834 60th Ave SE, requested the Council to respect the process the Planning Commission went through and approve the recommendations as presented.

Nancy H Spaeth, 8320 SE 34th St, spoke about homes being torn down at 8400 SE 37th St. Expressed concerns about developers pressuring longtime residents to sell and leave the island.

Shauna Youssefnia, 8214 SE 30th St, requested to support the comments of speaker David Youssefnia regarding sport courts exemption in code recommendations.

Dennis Su, 4184 Crestwood Pl, expressed concerns about the trend of certain large developers in the community requiring the need for strict guidelines. Requested Council have the Design Commission review all plans instead of setting specific percentages or numbers for development.

Robert Thorpe, 5800 W Mercer Way, expressed concern about added complexity for obtaining building permits. Spoke in support of the Planning Commission's recommendations.

Phyllis Chang, 2988 74th Ave SE, expressed the view that additional changes need to be made to the code updates before they are approved. Requested the Council consider the future of the Island.

Erik Jansen, 9428 SE 54th St, spoke in support of neighborhood rights. Asked Council to keep the code simple and enforce it strictly.

Tom Acker, 2427 84th Ave SE, spoke in support of preserving the character of the neighborhood in a way that is respectful of private property rights. Expressed concerns with limiting the amount of covered parking on property.

Mayor Bassett closed the public hearing at 7:47 pm.

Planning Manager Maxim reviewed the schedule of upcoming hearings regarding the residential code amendments.

After discussion, the Council requested staff create a running document to capture questions from Councilmembers as they come up.

ADJOURNMENT

The meeting was adjourned at 7:55 pm.

Bruce Bassett, Mayor

Attest:

Ellie Hooman, Deputy City Clerk



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

**AB 5321
June 19, 2017
Consent Calendar**

**CITY COUNCIL RULES OF PROCEDURE
AMENDMENTS ADOPTION**

Proposed Council Action:

Adopt amendments to the City Council Rules of Procedure.

DEPARTMENT OF

City Manager (Kirsten Taylor, Ed Holmes, Ali Spietz)

COUNCIL LIAISON

Dan Grausz Wendy Weiker David Wisenteiner

EXHIBITS

1. Redlined Version of Amendments to the City Council Rules of Procedures
2. Clean Version of Amendments to the City Council Rules of Procedures

2017-2018 CITY COUNCIL GOAL

5. City Manager Role and Council-Staff Relations

APPROVED BY CITY MANAGER

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

SUMMARY

Background

At the January 2016 City Council Planning Session, a Council Effectiveness Subcommittee ("Subcommittee") was formed to review and propose amendments to the City Council Rules of Procedure ("Rules"). Councilmembers Grausz, Weiker, and Wisenteiner, along with staff representatives Assistant City Manager Kirsten Taylor and Police Chief Ed Holmes were assigned to the Subcommittee. The Subcommittee discussions included topics identified by the full Council and updates suggested by the City's staff Leadership Team.

Council Direction

At the May 1, 2017 City Council meeting, the Council reviewed proposed amendments and policy recommendations to the City Council Rules of Procedure (AB 5269). In addition to policy considerations, Council considered non-substantive edits to help clarify information, correct references, or organize the Rules for ease of reference, with no further direction given to staff. Council provided direction on the following eight policies:

1. Council Meeting Day – Section 3.2(1)

Council meetings will move to the 1st and 3rd Tuesdays of the month beginning in September 2017.

2. Meeting Start Time – Section 3.2(1)

The regular meeting start time will remain at 7:00 pm. Study sessions and special meetings will remain at 6:00 pm.

3. Hour of Adjournment – Section 3.2(1)

The hour of adjournment provision has been removed from the Rules.

4. Councilmember Absences – Section 3.3(1) and (11)

Staff will return in the fall with recommendations regarding the notification and recording of excused versus unexcused Councilmember absences.

5. City Manager Report – Section 3.3(6)

The “City Manager Report” will be added to the regular meeting agenda.

6. Appearances Follow-Up – Section 3.3(7)

The following language has been added to the Rules: “Traditionally, the Council does not respond to comments made at the meeting, however the City Manager may direct staff to follow up with the speaker as appropriate.”

7. Paper Agenda Packets Delivery – Section 4.3 (page 13)

The Rules have been updated to reflect the discontinuation of home delivery of paper agenda packets. Councilmembers will have 24/7 access to pick up their packets from the locked HAM radio room that is accessed from the Police Department lobby (located across the lobby from the Caucus Room).

8. Boards and Commissions Appointments and Vacancies – Section 8.5 and 8.6 (page 20)

There were no changes to the process for Boards and Commissions appointments and vacancies.

Public Communications

Upon approval of this agenda item, staff will provide public notice and will schedule regular Council meetings to be held the first and third Tuesdays of each month beginning with the September 5, 2017 City Council meeting. Staff will provide ample notice to the community through social media, MI Weekly, City Website and other venues to notify the community of the new City Council meeting dates.

RECOMMENDATION

Assistant City Manager, Police Chief, and City Clerk

MOVE TO: Adopt the amendments to the City Council Rules of Procedure.

CITY OF MERCER ISLAND

CITY COUNCIL

RULES OF PROCEDURE



ADOPTED

April 19, 2004

AMENDED

August 2, 2004

February 21, 2006

June 19, 2006

June 19, 2017

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SECTION 1 GOVERNANCE AND AUTHORITY

1.1 Council-Manager Form of Government

The City of Mercer Island is a Council-Manager form of government. As described in the municipal code and chapter 35A.13 of the Revised Code of Washington (“RCW”), certain responsibilities are vested in the City Council and the City Manager. This form of government prescribes that a City Council’s role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines what public policy is and gives direction to the City Manager to administer the affairs of the city government in a businesslike and prudent manner.

1.2 Rules of Procedure

The Mercer Island City Council hereby establishes the following Rules of Procedure (“Rules”) pursuant to the authority set forth in Mercer Island City Code (“MICC”) 2.06.050(A), for the conduct of Council meetings, proceedings and business. These Rules shall be in effect upon adoption by the Council and until such time as they are amended or new Rules adopted in the manner provided by these Rules.

1.3 Orientation of New Councilmembers

The City Manager will host an orientation program for newly-elected or appointed Councilmembers, including guidance on the Open Government Trainings Act, which requires training in the fundamentals of the Open Public Meetings Act (OPMA), Public Records Act (PRA), and records retention requirements.

1.4 Mentoring of New Councilmembers

Current Councilmembers shall seek out opportunities to mentor newly elected or appointed Councilmembers to help them gain an understanding of their role as Councilmember.

SECTION 2 COUNCIL ORGANIZATION

2.1 Swearing-In. New Councilmembers shall be sworn in by the City Clerk.

2.2 Election of Mayor and Deputy Mayor. The Council shall elect a Mayor and Deputy Mayor for a term of two years. The City Clerk shall conduct the elections for Mayor and Deputy Mayor at the first Council meeting of each even-numbered year as follows:

- (1) Any Councilmember may nominate a candidate; no second is needed.
- (2) Nominations are closed by a motion, second and 2/3 vote of Council.
- (3) If only one (1) nomination is made, it is appropriate to make a motion and obtain a second to instruct the City Clerk to cast a unanimous ballot for that nomination. Approval is by majority vote of Councilmembers present.
- (4) If more than one (1) nomination is made, an open election is conducted by roll call vote.
- (5) To be elected, the nominee needs a majority vote of the Council.
- (6) Elections will continue until a Mayor and Deputy Mayor are elected by a majority vote of the Council.
- (7) The City Clerk shall declare the nominee receiving the majority vote as the new Mayor. The new Mayor shall declare the nominee receiving the majority vote as the new Deputy Mayor. The Clerk shall swear the individuals into office.

2.3 Duties of Officers.

(1) Mayor. The Mayor serves as the Presiding Officer and acts as chair at all meetings of the Council. The Mayor may participate in all deliberations of the Council in the same manner as any other members and is expected to vote in all proceedings, unless a conflict of interest exists. The Mayor does not possess any power of veto. The Mayor may not move an action, but may second a motion. The Mayor is assigned as the ceremonial representative at public events and functions. The Mayor is vested with the authority to initiate and execute proclamations.

(2) Deputy Mayor. The Deputy Mayor serves as the Presiding Officer in the absence of the Mayor and assumes ceremonial representative responsibilities when needed. If both the Mayor and Deputy Mayor are absent, the Mayor will appoint another Councilmember as acting Mayor. If the Mayor fails to appoint an acting Mayor, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

(3) Presiding Officer. The Presiding Officer shall:

- (i) Preserve order and decorum in the Council Chambers;
- (ii) Observe and enforce these Rules;
- (iii) Call the meeting to order;
- (iv) Keep the meeting to its order of business;

- (v) Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers;
- (vi) Appoint Councilmembers to serve on Council ~~€~~Subcommittees, ad hoc committees and to serve as liaisons to advisory boards and commissions; Appointment citizens to serve on advisory boards and committees (with affirmation from the Council); and
- (vii) Impose Councilmember sanctions for violation of these Rules consistent with Section ~~12-11~~ of these Rules.

2.4 Filling a Council Vacancy. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form. The Process to Fill a Mercer Island City Council Vacancy is outlined in Appendix C to these Rules.

SECTION 23. COUNCIL MEETINGS

3.1 General Meeting Guidelines

- (1) Open Public Meeting Act.** All Council meetings shall comply with the requirements of the Open Meetings Act (chapter 42.30 RCW). All regular meetings and special meetings of the Council shall be open to the public.
- (2) Meeting Cancellation.** Any Council meeting may be canceled by a majority vote or consensus of the Council. The Mayor or City Manager may cancel a Council meeting for lack of agenda items, adverse weather conditions or due to an emergency.
- (3) Quorum.** Four members of the Council shall constitute a quorum and are necessary for the transaction of City business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- (4) Attendance and Absences.** Pursuant to RCW 35A.13.020, Councilmembers shall comply with RCW 35A.12.060, Vacancy for non-attendance, which reads as follows: “In addition a council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council.” Councilmembers shall contact the Mayor or City Manager’s office no later than 5:00 p.m. of the day of the meeting requesting he/she be excused from the meeting and stating the reason for such absence. Failure to comply, except in cases of emergency, shall result in an unexcused absence. During Councilmember Absences (Other Business), the Mayor shall note if Councilmember’s absence is excused or unexcused. The clerk will make the appropriate notation in the minutes.
- (5) Councilmember Seating.** At the dais, the Mayor shall sit in Chair #4, the center seat at the dais, the Deputy Mayor shall sit to the Mayor’s right or left, in Chair #3 or #5. The Mayor will determine the seats of the remaining Councilmembers.
- (6) City Clerk and Minutes.** The City Clerk (or authorized designee) shall attend all regular and special Council meetings and keep an account of all proceedings of the Council (minutes) in accordance with the statutory requirements RCW 35.23.151 and RCW 42.32.030. The minutes from previous meetings will be posted on the City website in draft format prior to Council meetings as part of the Council packet. Councilmembers are encouraged to inform the City Clerk and City Manager of any errors or proposed changes in advance of the meeting. If a Councilmember wishes to make any corrections to the minutes, they must request to have the set of minutes pulled from the Consent Calendar and make a motion to revise the minutes. Any corrections to the minutes will be so noted and the draft minutes will be revised with the corrections. Once the Council has approved the minutes (as presented or revised), the final version of the minutes will be posted to the City’s website and archived as the City’s official record.

(7) Council Chambers Code of Conduct. The City Hall Council Chambers Code of Conduct is attached as Appendix B to these Rules.

2.13.2 Types of Meetings

(1) Regular Meetings. ~~The Council's regular meetings will be held the first and third Mondays-Tuesdays~~ of each month in the City Hall Council Chambers (9611 SE 36th Street, Mercer Island)City Hall.

Regular Council meetings will begin at the hour of 7:00 p.m., and will make every effort to adjourn no later than 10:00 p.m. ~~The Council may continue past this time of adjournment by a two-thirds (2/3) vote of the Councilmembers in attendance at the meeting.~~

If any ~~Monday-Tuesday~~ on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday, or on another day designated by a majority vote of the Council.

(2) Special Meetings. A special meeting is any Council meeting other than a regular Council meeting. Notice shall be given at least 24 hours in advance specifying the time and place of the meeting and the business to be transacted. A special Council meeting may be scheduled by the Mayor, City Manager or at the request of a majority of the Councilmembers.

~~**(3) Study Sessions.** Study sessions will be held at 6:00 p.m., when needed and may be called by the Mayor, City Manager or by a majority of the Councilmembers.~~

~~Study sessions will be informal meetings for the purpose of reviewing forthcoming programs, receiving progress reports on current programs or projects, or receiving other similar information.~~

~~No final decisions can be made at a study session. Decisions on those issues will be scheduled for a regular or special council meeting.~~

(43) Emergency Meetings. An emergency meeting is a special Council meeting called without ~~24-24~~-hour notice. An emergency meeting may only be called as a result of an emergency involving injury or damage to persons or property or the likelihood of such injury or damage or when time requirements of a ~~24-24~~-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor. The minutes will indicate the reason for the emergency.

(54) Executive (Closed) Sessions-Meetings. An executive session is a portion of a Council meeting that is closed except to the Council, City Manager, City Attorney and staff members and/or consultants authorized by the City Manager. The public is

restricted from attendance. Executive sessions may be held during regular or special Council meetings and will be announced by the Mayor or the Chair. Executive session ~~subjects are~~ may be held for limited purposes consistent with ~~pursuant to Chapter~~ RCW 42.30.110(1) and RCW 42.30.140(4)(a).RCW, Permissible topics include: ~~ing~~ considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, review of collective bargaining agreements, public employment applications and evaluations, and certain attorney-client discussions. Before convening an executive session, the Mayor or Chair shall announce the purpose of the meeting. Pursuant to RCW 42.23.070(4), Councilmembers must maintain the confidentiality of all written materials and verbal information provided during Executive Sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered exempt from production under the Public Records Act, chapter 42.56 RCW. If a Councilmember unintentionally discloses Executive Session material with another party, that Councilmember shall promptly inform the City Manager and/or the Council of the disclosure.

- (5) Planning Sessions.** Each year the Council shall hold an annual planning session (2- or 3-day retreat) during the first quarter of the year. During this planning session, the Council will agree upon City Council Goals for the next two years. The Council may hold additional planning sessions during the year.

2.23.3 Order of Regular Council Meeting Agenda

- (1) Call Meeting to Order & Roll Call.** The Mayor calls the meeting to order. The City Clerk will take roll call and record names of those present and absent in the minutes. Any absent Councilmember who has called the Mayor or City Manager's Office prior to 5:00 p.m. on the day of the meeting to advise of such absence will be deemed excused. ~~The Mayor will announce the attendance of Council members and indicate any Council Member who is not in attendance and whether or not the Council Member has an excused absence.~~
- (2) Agenda Approval/Amendment.** Agenda items may be added to a regular Council meeting agenda after the meeting notice is published, if a Councilmember or City Manager explains the necessity and receives a majority vote of the Council. The Mayor may, with the concurrence of the Councilmembers, take agenda items out of order.
- (3) Executive Sessions.** Executive sessions made be held before, during or after the open session portion of either a regular or special meeting. See Section 3.2(4).
- (4) Study Sessions.** Study sessions will be held, when needed, from at 6:00-7:00 p.m. before a regular meeting, when needed and They may be called by the Mayor, City Manager or by a majority of Councilmembers. Study sessions will be informal

meetings for the purpose of reviewing forthcoming programs and projects, receiving progress reports on current programs or projects, or receiving other similar information. No final decisions can be made at a study session. Decisions on those issues will be scheduled for a regular or special Council meeting.

~~(3)(5)~~ **Special Business and Proclamations and Presentations.** Special Business Items may include the presentation of a proclamation or other presentation to elected officials, staff, or the public by the City or presentations to the City or any official made by someone else. A Proclamation is defined as an official announcement made by either the Council or the Mayor on behalf of the Council. The purpose of a Proclamation is to recognize the efforts of a particular group or increase awareness of an activity. City Council Proclamations are defined as those non-controversial events which have a major citywide impact. City Council ~~The Mayor and City Manager shall determine approval of Proclamation requests that have a strong local advocate or a local relevance to Mercer Island or City issues and events. Proclamations shall be publicly read at a Council meeting and presented to a representative of the event during the Council meeting. Mayor's Proclamations are defined as those non-controversial events which are requested by and for a special interest group within the City. Mayor's Proclamations are signed by the Mayor and forwarded to a representative of the event. The Mayor and City Manager shall determine if the Proclamation request is for a City Council Proclamation or a Mayor's Proclamation. Controversy is defined as a dispute, especially a lengthy and public one, between sides holding opposing views.~~

~~(6)~~ **City Manager Report.** In an effort to keep the Council and public informed of City business, the City Manager may provide an oral report, make comments, extend compliments, express concerns, or make announcements concerning any topic during this time.

~~(47)~~ **Citizen Comment/"Appearances" (Public Comment).** During the Appearances section of the regular meeting agenda, M ~~m~~ embers of the audience are invited to address the Council regarding ~~may comment on any matter, except items before the Council requiring a public hearing, any quasi-judicial matters, or campaign-related matters. Each person addressing the Council will step up to the podium, give their name and address for the record, and shall limit their~~ comments are limited to three (3) minutes, except that for a person speaking on behalf of a group, comments are limited to five (5) minutes. The Mayor will announce these time periods at the commencement of Appearances. Persons addressing the Council will be requested to step up to the podium and give their name and address for the record. ~~No speaker may convey or donate his or her time for speaking to another speaker. The Mayor may grant additional time for citizen comments.~~

The Mayor may allow citizens to comment on individual agenda items at times during any regularly scheduled Council meeting other than the regularly scheduled ~~Citizen Comment~~ Appearances period.

All remarks will be addressed to the Council as a whole, and not to individual Councilmembers or staff members. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested by the Mayor to leave the meeting. The Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the Council agenda. RCW 42.17A.555.

The City Clerk will ~~record~~ summarize all citizen comments in the minutes. Traditionally, the Council does not respond to comments made at the meeting, however the City Manager may direct staff to follow up with the speaker as appropriate appropriate. ~~At the next scheduled regular Council meeting, the City Manager will report on such citizen comments and advise the Council whether the matter was referred to City staff, a Council Committee, placed on a future City Council meeting or other City response. Citizen comments that do not request City staff action but merely are advising the City Council of the citizen's position on a policy matter will not be included in the City Manager's report.~~

- ~~(5) Minutes.~~ The City Clerk will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be entered into a minute book constituting the official record of the Council. The City Council will approve minutes from prior Council meetings by majority affirmative vote. Council meeting minutes will not be revised without a majority affirmative vote of the Council.
- (68) Consent Calendar.** Consent Calendar items have either been fully considered by a Council ~~Committee~~ Subcommittee or are considered to be routine and non-controversial and may be approved by one motion. Items on the Consent Calendar include, without limitation, payables, payroll, minutes, resolutions and ordinances discussed at a previous Council meeting, bid awards, and previously authorized agreements. A Councilmember may remove a consent agenda item from the consent calendar for separate discussion and action. If removed, that item will become the first item of business under Regular Business of the same meeting.
- (79) Public Hearings.** There are two types of public hearings: legislative and quasi-judicial. The Mayor will state the public hearing procedures before each public hearing. Citizens may comment on public hearing items.
- (i) Legislative Public Hearings.** The purpose of a legislative public hearing is to obtain public input on legislative or policy decisions, including without limitation, review by the Council of its comprehensive ~~land use~~ plan or biennial budget.

- (ii) **Quasi-Judicial Public Hearings.** The purpose of a quasi-judicial public hearing is to decide issues involving the rights of specific parties including, without limitation, certain land use matters such as site specific rezones and, preliminary long plats, and variances.

The Council's decision on a quasi-judicial matter must be based upon and supported by the "record" in the matter. The "record" consists of all testimony or comment presented at the hearing and all documents and exhibits that have been submitted.

In quasi-judicial hearings, Councilmembers shall comply with all applicable laws including without limitation the appearance of fairness doctrine (~~Chapter~~ 42.36 RCW). The appearance of fairness doctrine prohibits ex parte (outside the hearing) communications with limited exceptions requiring disclosure on the record; prohibits a Councilmember from making a determination on the matter in advance of the hearing; requires the hearing to be fair and impartial; and prohibits the participation of any Councilmember who has a conflict of interest or financial interest in the outcome of the hearing.

A Councilmember shall consult with the City Attorney to determine whether or not he or she should recuse themselves from the quasi-judicial hearing discussion and decision.

- (810) Regular Business.** Regular Business items are all other regular Council business, including resolutions and ordinances requiring Council action.

- (911) Other Business.** The Council will discuss upcoming Councilmember absences (and the Mayor will note excused or unexcused absences), the Planning Schedule, Board and/or Commission appointments and Councilmember reports. During Councilmember reports, Councilmembers may report on significant activities since the last meeting; provided, however, that Councilmembers may not enter into debate or discussion on any item raised during a Council report.

- (1012) Adjournment.** With no further business to come before the Council, the Mayor adjourns the meeting.

~~2.3 COUNCILMEMBER SEATING~~

~~A Councilmember's seat at the dais will be determined as follows:~~

- ~~(1) The Mayor shall sit in Chair #4, the center seat at the dais, the Deputy Mayor shall sit to the Mayor's right or left, in Chair #3 or #5 and the City Manager shall sit to the Mayor's left or right, in Chair #5 or #3.~~

- ~~(2) The Mayor will determine the seats of the remaining Councilmembers.~~

SECTION 34. AGENDA PREPARATION

34.1 The City Manager in consultation with the Mayor and Deputy Mayor will prepare an agenda for each Council meeting. ~~setting forth a brief general description of each.~~ The City Clerk will prepare an agenda packet for each Council meeting specifying the time and place of the meeting. Each item shall be titled to include a brief description of the item to be considered by the Council.

34.2 An item may be placed on a Council meeting agenda by (1) the City Manager; (2) the Mayor; or (3) two or more Councilmembers. any of the following methods:

~~(1) — By the City Manager;~~

~~(2) — By two (2) or more Councilmembers; or~~

~~(3) — By the Mayor.~~

~~Preparation of any agenda bill and supporting documents will be limited by the one (1) hour rule set forth in Rule 7.8 herein.~~

34.3 Agenda materials will be posted to the City's website and a link to the online packet will be emailed to an established mailing list (including Council and staff) available at City Hall for the Council, City staff, media and public by 5:00 p.m. on the Thursday before the meeting. If the deadline cannot be met, the Council and the established mailing list will be notified of when it will be posted. Hard copies of agenda materials will be available in the HAM radio room in the Police Department lobby, for Councilmembers requesting such to pick up.

34.4 The City Manager will prepare and keep current the Planning Schedule, the calendar of agenda items for all Council regular and special meetings. The Council may use the agenda bill "Recommendation" language for making a motion.

SECTION 45. COUNCIL PROTOCOLS

45.1 Roberts Rules/Council Rules. All Council discussion shall be governed by *Roberts Rules of Order, Newly Revised* or by these Rules. Examples of parliamentary rules and motions are shown in Appendix A to these Rules. In the event of a conflict, these Rules shall control. The City Attorney shall decide all questions of interpretations of these Rules and other questions of a parliamentary nature ~~which that~~ may arise ~~at~~ during a Council meeting.

45.2 ~~Citizen Comment Protocols~~ Appearances (Public Comment). Council agrees to adhere to the following protocols during ~~Citizen Comment~~ Appearances:

- (1) Council shall listen attentively to the citizen comments.
- (2) Council shall avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal, disparaging actions when citizens are speaking.
- (3) Council shall not engage in debate or discussion with any individual citizen but may be recognized by the Mayor in order to ask the citizen clarifying questions.
- ~~(4) The Mayor will summarize at the end of citizen comment that the City Manager will be responding to comments requesting staff action at the next regularly scheduled Council meeting or that Council appreciates the citizen input on the other policy matters.~~

45.3 Discussion Protocols. Council agrees to adhere to the following protocols for Council discussion and debate:

- (1) Be courteous and professional at all times.
- (2) Avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal disparaging actions when colleagues or staff are speaking.
- (3) Be recognized by the Mayor before speaking.
- (4) Be respectful of the City Manager and staff.
- (5) Speak in turn after being recognized.
- (6) Do not personally criticize other members who vote against or disagree with you.
- (7) Do not be repetitive in your arguments or discussion.
- (8) Respect ~~each other~~ each other's differences, honor disagreements, vote and move on.

45.4 Council Decisions. Councilmembers recognize that they are part of a legislative or corporal body. As such, when the Council has voted to approve or pass an agenda item, the members agree not to contact staff to encourage actions inconsistent with such Council action or take other action adversely impacting staff resources. Councilmembers may not bring any approved action up for reconsideration following Council review and approval of such agenda item except by majority vote. The Council's goal is to make final decisions and not to revisit or reconsider such decisions.

45.5 No Surprise Rule. Councilmembers should use best efforts to contact ~~call each other and~~ the City Manager ~~on key issues~~ to advise of emerging issues.

Generally, Councilmembers agree not to propose substantial amendments and/or revisions to any agenda item unless they provide each other and City staff 24-hours' advance notice to review any written proposal. If this 24-24-hour rule is not met, a Councilmember may present his or her proposal at a Council meeting, but the Council shall not vote, discuss, debate or take other action on such proposal until the following regular City Council meeting.

To provide staff the necessary preparation time, Councilmembers will use best efforts to provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting, if possible.

5.6 Possible Quorum. Any member of the Council can attend any City board, commission, ad hoc, or subcommittee meeting; however, if a quorum of the Council (4 or more Councilmembers) is present at any of these meetings, Councilmembers shall "self-police" by not sitting together and not discussing City business. For community or regional meetings where there may be 4 or more Councilmembers in attendance, the City Clerk may notice the meetings for possible quorum.

4.65.7 Councilmember In-Person Representation. If a Councilmember appears on behalf of the City before another governmental agency or, a community organization, ~~or through the media,~~ for the purpose of commenting on an issue, the Councilmember must state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position but rather those of the individual Councilmember. Councilmembers must obtain other Councilmember's concurrence before representing another Councilmember's views or positions with ~~the media,~~ another governmental agency or community organization.

5.8 Use of City Letterhead. Use of City letterhead by the Council shall be confined to conduct of official City business or communicating messages of the City. City letterhead of any kind shall only be used by the Council at the direction of the Mayor or his or her designee. Individual Councilmembers shall not use City letterhead to communicate individual or personal messages or opinions.

5.9 Mail. Mail which Councilmembers receive during the week will be placed in their respective mailboxes at City Hall (located outside the City Manager's office) as it arrives. Councilmembers will have access to their mailboxes during regular business hours. Accumulated mail will be included with hard copy agenda packets or placed on the dais before Council meetings.

SECTION 56. ORDINANCES/CITY DOCUMENTS

56.1 Review. All ordinances, resolutions, contracts, motions, amendments and other City documents shall be reviewed by the City Attorney. An individual Councilmember may contact the City Attorney to request the preparation of motions for a Council meeting. No ordinance, resolution or contract shall be prepared for presentation to the Council, unless requested by a majority of the Council or by the City Manager.

6.2 Signing. The Mayor, City Clerk and City Attorney sign all ordinances and/or resolutions approved by the Council, immediately following the meeting. If the Mayor is unavailable, the Deputy Mayor signs the ordinances and/or resolutions.

5.26.3 Ordinances. The following rules shall apply to the introduction, adoption and/or amendment of all ordinances:

(1) **First Reading of Ordinances.** An ordinance shall be scheduled for first reading at any regular or special Council meeting. ~~First reading of any ordinance shall be amending Title 19 of the Mercer Island City Code, shall be advertised as a public hearing consistent with MICC 19.14.010(D)(4) and shall be listed on the Council's agenda as a public hearing. All other ordinances shall be listed on the Council's agenda as regular business. The City Council will consider all public testimony and any~~ A majority of the Councilmember may direct the City Manager/City Attorney to prepare any amendments to the ordinance for consideration during second reading and adoption.

(2) **Second Reading/Adoption of Ordinances.** An ordinance that has previously been introduced for first reading may be scheduled for second reading and adoption at any regular or special Council meeting as either regular business or as a part of the consent calendar. ~~Second reading and adoption of an ordinance may be advertised as a public hearing if the City Council has directed staff to continue the public hearing to second reading. If the public hearing has not been continued, the City Council may still consider public testimony prior to adoption. The ordinance shall be listed on the Council's agenda as either regular business or as a part of the consent calendar.~~

Any amendments that a majority of the Council ~~any Councilmember~~ has directed the City Manager/City Attorney to prepare will be included as proposed amendments in the Council packet for the Council's consideration. ~~In the event that~~ if further amendments (other than clerical, punctuation or other non-substantive amendments) are requested at second reading, the ordinance ~~shall~~ may be continued to the next regular Council meeting for adoption.

(3) **Exceptions.** This Rule shall not apply to:

- (i) any housekeeping ordinances that the City Manager recommends be adopted at first reading;
- (ii) any budget amending ordinances; or
- (iii) any ordinances that Council determines require an effective date precluding a second reading, so long as Council suspends this Rule pursuant to Section ~~11~~10.

This Rule shall not apply to public emergency ordinances, necessary for the protection of public health, public safety, public property or public peace consistent with RCW 35A.11.12.

SECTION 6. — MAYOR AND DEPUTY MAYOR

6.1 — ~~The Presiding Officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent, the Mayor will appoint another Council member as acting Mayor. If the Mayor fails to appoint an acting Mayor, the Council members present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.~~

6.2 — ~~The Presiding Officer shall:~~

- ~~(1) — Preserve order and decorum in the Council chambers;~~
- ~~(2) — Observe and enforce these Rules;~~
- ~~(3) — Recognize Council members in the order in which they request the floor. The Presiding Officer, as a Council Member, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Council members;~~
- ~~(4) — Appoint Council members to serve on City Council Committees, ad hoc committees and to serve as liaisons to advisory boards and commissions; Recommend appointment of citizens to serve on advisory boards and committees; and~~
- ~~(5) — Impose Council member sanctions for violation of these Rules consistent with Section 12 of these Rules.~~

6.3 — ~~Mayor and Deputy Mayor Elections~~

- ~~(1) — Any Council Member may nominate a candidate; no second is needed.~~
- ~~(2) — Nominations are closed by a motion, second and 2/3 vote of Council.~~
- ~~(3) — If only one (1) nomination is made, it is appropriate to make a motion and obtain a second to instruct the City Clerk to cast a unanimous ballot for that nomination. Approval is by majority vote of Council members present.~~
- ~~(4) — If more than one (1) nomination is made, an open election is conducted by roll call vote.~~
- ~~(5) — To be elected, the nominee needs a majority vote of the Council.~~
- ~~(6) — Elections will continue until a Mayor and Deputy Mayor are elected by a majority vote of the Council.~~
- ~~(7) — The City Clerk shall declare the nominee receiving the majority vote as the new Mayor. The new Mayor shall declare the nominee receiving the majority vote as the new Deputy Mayor. The Clerk shall swear the individuals into office.~~

SECTION 7. COUNCIL RELATIONS/COMMUNICATIONS WITH CITY STAFF

- 7.1** Councilmembers will focus primarily on policy matters and *not* administrative issues.
- 7.2** The City Manager is the primary point of contact between the Council and the staff.
- 7.3** There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.
- 7.4** City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 7.5** Individual Councilmembers will copy the City Manager on any written requests for information. The City Manager shall copy the entire Council on written responses to an individual Councilmember's request for information. ~~All written informational material requested by individual Councilmembers shall be delivered by City staff, after approval by the City Manager, to all Councilmembers with a notation indicating which Council Member requested the information.~~
- 7.6** Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications, the granting of City licenses or permits, interpretation and implementation of Council policy, or in any other matter involving the administration of City business.
- 7.7** The Council shall not attempt to change or interfere with the operating rules and practices of any City department.
- 7.8** No Councilmember shall direct the City Manager or Department Directors to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. A matter shall be deemed to be "significant" if it would require more than one (1) hour of staff time. Once notified that a request for information or staff support would require more than one (1) hour, the Councilmember may seek to place the request on an upcoming Council agenda consistent with Section ~~3-24.2~~.
- 7.9** Individual Councilmember requests for information can be made directly to the Department Director unless otherwise determined by the City Manager. If the request would create a change in work assignments or require the Department Director or his or her staff to work in excess of 1 hour, the request must be made through the City Manager.
- 7.10** Absent emergent situations, staff will respond to Councilmember emails or phone messages during business hours only.

SECTION 8. CITY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's boards, commissions and ad hoc committees provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.
- 8.2** These advisory bodies originate from different sources. Some are established by Title 3 of the Mercer Island City Code while others are established by motion or ordinance of the Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. ~~Title 3 of the Mercer Island City Code establishes t~~The following advisory boards and commissions for 2004 are established:
- (1)** Design Commission
 - (2)** Planning Commission
 - (3)** Utility Board
 - (4)** ~~Youth and Family Services Board~~Community Advisory Board
 - (5)** Mercer Island Arts Council
 - (6)** Open Space Conservancy Trust Board
- 8.3** ~~Each board and commission shall adopt uniform rules of procedure (or bylaws) to guide governance of their board or commission. is necessary to assure maximum productivity for these boards and commissions.~~The adoption of uniform shall adopt rules of procedure (or bylaws) to guide governance of their board or commission.
- 8.4** The Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.
- 8.5** Members and alternate members of all advisory bodies are recommended for appointment by the Mayor, following consultation with the Council Liaison and staff, during a regularly scheduled meeting, subject to Council approval.
- 8.6** Vacancies are advertised so that any interested citizen may submit an application. Applicants must be citizens of the City of Mercer Island if required by the Mercer Island City Code or if required by the Mayor. Councilmembers will be notified of any vacancy in any board or commission. Councilmembers are encouraged to solicit applications from qualified citizens. Applications shall be available from the Office of the City Clerk. The City Clerk will retain completed applications ~~for 2 weeks~~ for Council review.
- 8.7** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended. On ad hoc committees, where a specific project is the purpose, there will not be terms of office.
- 8.8** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, Open Public Meetings Act and require a minimum ~~24~~24-hour advance notice.

- 8.9** The number of meetings related to business needs of the advisory group may be set by the individual body, unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.10** Members may be removed, from any advisory committee, prior to the expiration of their term of office, by a majority vote of the Council.
- 8.11** All members of advisory bodies should be aware of the need to avoid any instance of conflict of interest. No individual should use an official position to gain a personal advantage.
- 8.12** The Council transmits referrals for information or action through the City Manager and the Council liaison to the advisory groups. These advisory groups transmit findings, reports, etc., to the Council through the City Manager and Council liaison.
- 8.13** While the City staff's role is one of assisting the boards and commissions, the City staff members are not employees of that body. Boards and commissions shall not direct City staff to perform research, gather information or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the Council or City Manager. The City staff members are directly responsible to his or her Department Director and the City Manager.
- 8.14** Annually, staff for the Planning Commission, Arts Council and Open Space Conservancy Trust Board shall develop a draft work plan and present the work plan to the Council for review, possible amendments and approval. Annually, staff shall develop a draft work program for each board and commission based upon the City Council's annual work plan. Staff will present the draft work program to each board and commission for input and revision. All board and commission work programs will then be presented to the City Council for review, possible amendments and approval. Boards and commissions shall not direct City staff to perform research, gather information or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the City Council or City Manager. Copies of board and commission agendas will be included in City Council regular meeting packets.
- 8.15** **Roles & Duties for Council Liaison.** The Mayor may appoint a Council liaison for ~~any certain~~ boards or commissions. The Council liaison shall report objectively on the activities of both the Council and the advisory group. ~~Any member of the Council is allowed to attend advisory committee meetings so long as a quorum is not present. The Council liaison shall report objectively on the activities of both the City Council and the advisory group.~~ The specific duties of a Council liaison are as follows:
- (1)** Attend meetings of the board or commission on a regular basis and sit or do not sit at the table or dais, as applicable.

- (2) ~~Except in quasi-judicial matters, may p~~Participate in discussion and debate of the board or commission, but ~~may not vote on any matter~~ (except for the Open Space Conservancy Trust as the Council Liaison is a voting member).
- (3) Represent the majority Council position, if known.
- (4) Participate in a manner that will not intimidate or inhibit the meetings and operations of the board or commission. Make comments in a positive manner ~~so as~~ to promote positive interaction between Council and the board or commission.
- (5) Be prepared to give Council regular and timely reports at every regular Council meeting. Take the lead on discussion items before the Council which pertain to the assigned board or commission.
- (6) With the Mayor, evaluate potential candidates for appointment to the board or commission. Based upon liaison and Council input, the Mayor will recommend appointment of ~~candidate~~candidate's subject to Council ~~approval~~affirmation.
- ~~(7) Schedule with Council an annual presentation by the board or commission and staff on the annual work program, projected goals and funding requirements. These presentations should be integrated with the annual budget process.~~
- ~~(8) Schedule with Council an annual presentation by staff on the annual work program, projected goals and funding requirements. These presentations should be integrated with the annual budget process.~~

SECTION 9 COUNCIL SUBCOMMITTEES

- 9.1** Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the Council. Council Subcommittee structure shall be as determined by the Council in January of each year.
- 9.2** Subcommittees shall establish regular meeting schedules as determined by the Chair of the subcommittee.
- 9.3** Each subcommittee will have staff support assigned by the City Manager. Staff will work with the subcommittee chairs to set agendas, provide support materials and prepare reports.
- 9.4** The City Manager or Mayor may send issues directly to subcommittees for their review or a matter may be referred to a subcommittee by Council vote or consensus.
- 9.5** Subcommittee appointments (chairs and members) shall be made by the Mayor. The Mayor will consider the interests and requests of individual Councilmembers in making subcommittee assignments.
- 9.6** Membership of each subcommittee will consist of three (3) Councilmembers.
- 9.7** The Mayor will make subcommittee assignments each January in which there is an election of the Mayor and Deputy Mayor. The City Clerk will maintain the list of appointments to established subcommittees.

SECTION 10 — COUNCIL WORK PROGRAM PLAN

10.1 ~~The Council shall attend an annual planning session (2- or 3-day retreat) during the first quarter of each year. During this retreat, Council will agree upon an annual work program plan.~~

10.2 ~~The Council shall attend a mini planning session (retreat) at the end of the second quarter of each year. During this mini planning session, Council will review the progress on the annual work plan.~~

10.3 ~~Any modifications to this work program plan will require a formal majority affirmative vote; provided, however, that this Rule will not interfere with the City Manager performing his professional administrative duties including, without limitation, implementing additional staff work to improve the operation or functioning of the City and/or Council at any time.~~

SECTION 1110 SUSPENSION AND AMENDMENT OF RULES

1110.1 Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a two-thirds (2/3) majority vote of the Council.

1110.2 These rules may be amended or new rules adopted, by a majority vote of the Council.

SECTION 1211 SANCTIONS FOR RULE VIOLATIONS

1211.1 Councilmembers may be sanctioned for violation of these Rules in any of the following ways:

- (1) **Executive Session.** Two (2) or more Councilmembers may call an executive session under RCW 42.30.110(f) to discuss complaints brought against a public officer;
- (2) **Public Censure.** Public censure if a majority of Council supports public censure. During a regular Council meeting, the Mayor shall state in detail the Rule(s) violated and the Councilmember's conduct resulting in violation of the Rule. The Councilmember who is the subject of the sanction shall have the opportunity to rebut;
- (3) **Liaison Termination.** The Mayor may terminate subcommittee, board or liaison assignments; and/or
- (4) **Other.** Any other appropriate action decided by a majority of the Council.

APPENDIX A
PARLIAMENTARY RULES AND MOTIONS

- (1) If a motion does not receive a second, it dies and will not be included in the minutes. Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- (2) A motion that receives a tie vote is deemed to have failed.
- (3) When making motions, be clear and concise and do not include arguments for the motion within the motion.
- (4) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.
- (5) No further citizen comments may be heard when there is a motion and a second on the floor and Council should attempt to ask questions of staff prior to such motion and second.
- (6) When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion. Councilmembers may object to such summary if any feel the summary does not reflect the Council consensus.
- (7) If the maker of a motion wishes to withdraw their motion, the Mayor shall ask the Council if there is any objection to the maker withdrawing their motion. If none, the motion is withdrawn. If there is objection, the Council will vote whether the motion can be withdrawn. The text of the withdrawn motion and the fact of its withdrawal will not be included in the minutes.~~A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.~~
- (8) A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- (9) A motion to postpone to a certain time is debatable as to the reason for the postponement but not to the subject matter of the motion; is amendable; and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future regular or special Council meeting.
- (10) A motion to postpone indefinitely is debatable as to the reason for the postponement as well as to the subject matter of the motion; is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.

- (11) A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- (12) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (13) Motions that cannot be amended include: Motion to adjourn, agenda order, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
- (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (15) The motion maker, Mayor or City Clerk should repeat the motion prior to voting.
- (16) At the conclusion of any vote, the Mayor will announce the results of the vote.
- (17) When a question has been decided, any Councilmember who voted in the majority may move for reconsideration.
- (18) Roll call votes will be taken if requested by a Councilmember.

APPENDIX B
CITY HALL COUNCIL CHAMBERS CODE OF CONDUCT

The Mercer Island City Council welcomes the public to Council meetings and dedicates time at these meetings to hear from the public on agenda items and other issues of concern.

It is important for all community members to feel welcome and safe during Council meetings. Audience members will be expected to treat all attendees with respect and civility.

Appearances Ground Rules:

Appearances is the time set aside for members of the audience to speak to the City Council about any issue during a Council meeting. The ground rules are:

- Please (1) speak audibly into the podium microphone, (2) state your name and address for the record, and (3) limit your comments to three minutes.
- Traditionally, the Council does not respond to comments made at the meeting, but will follow up, or have staff follow up, with the speaker if needed.
- Comments should be addressed to the entire Council, not to individual Councilmembers, staff members, or the audience.
- Audience members should refrain from applause or disapproval of individuals' comments.
- Any person who makes personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.
- The Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the Council agenda. RCW 42.17A.555.

General Rules:

- Please silence cell phones, computers, tablets, and cameras while in the Council Chambers.
- Please limit conversations in the audience seating area. You may be asked to step into the lobby to continue a conversation.

APPENDIX C
PROCESS TO FILL A MERCER ISLAND CITY COUNCIL VACANCY

PURPOSE

To provide guidance to the City Council when a Mercer Island Councilmember position becomes vacant before the expiration of the official's elected term of office.

APPOINTMENT PROCESS

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. Under authority of RCW 42.12.070, the remaining members of the Council are vested with the responsibility for appointing a qualified person to fill the vacant position. Accordingly, the process should include all of the remaining Councilmembers in Council interviews, deliberations, and votes to appoint someone to fill the vacant position.

The Council should direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity. After the schedule is established, staff will notify applicants of the location, date and time of the interviews.

Applications received by the deadline date and time will be copied and circulated to Councilmembers.

NOTIFICATIONS AND SCHEDULING

The notice of vacancy shall be posted on the City's website and published at least two times in the Mercer Island Reporter.

Council shall determine a regular meeting or set a special meeting for interviewing candidates and possibly appointing someone to the vacant position.

Interviews and the appointment process may be continued to another day if any Councilmember is not able to attend or if the selection process is not concluded.

INTERVIEWS

Each applicant shall be given three to five minutes to introduce themselves and present their credentials and reasons for seeking appointment to the City Council. They shall also address the answers to these questions during their allotted time:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, parks & open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The Council reserves the right to ask additional questions of candidates during the interview.

At the close of Council questions, applicants will be afforded an opportunity to comment on any additional issues relevant to their candidacy.

The applicants' order of appearance will be determined by a random lot drawing.

DELIBERATIONS AND VOTING

Upon completion of the interviews, and as provided in the Open Public Meetings Act at RCW 42.30.110(1)(h), Councilmembers may convene into Executive Session to evaluate the qualifications of the applicants. However, all interviews and final action appointing a person to fill the vacancy shall be in a meeting open to the public.

In open session, the Mayor shall ask for nominations from the Councilmembers. No second to the motion is needed. Nominations are closed by a motion, a second and a majority vote of the Council.

The Mayor may poll the Council to ascertain that Councilmembers are prepared to vote. The City Clerk shall proceed with a roll-call vote.

Nominations and voting will continue until a nominee receives a majority vote of the remaining Councilmembers.

At any time during the election process, the Council may postpone elections until another open meeting if a majority vote has not been received, or if one of the remaining Councilmembers is not able to participate in a particular meeting.

The Mayor shall declare the nominee receiving the majority vote of all of the remaining Councilmembers as the new Councilmember who shall be sworn into office at the earliest opportunity, or no later than the next regularly scheduled Council meeting.

Under RCW 42.12.070(4), if the Council fails to appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the authority of the City Council to fill the vacancy ends and the King County Council is given the authority to fill the vacancy.

CITY OF MERCER ISLAND

CITY COUNCIL

RULES OF PROCEDURE



ADOPTED

April 19, 2004

AMENDED

August 2, 2004

February 21, 2006

June 19, 2006

June 19, 2017

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SECTION 1 GOVERNANCE AND AUTHORITY

1.1 Council-Manager Form of Government

The City of Mercer Island is a Council-Manager form of government. As described in the municipal code and chapter 35A.13 of the Revised Code of Washington (“RCW”), certain responsibilities are vested in the City Council and the City Manager. This form of government prescribes that a City Council’s role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines what public policy is and gives direction to the City Manager to administer the affairs of the city government in a businesslike and prudent manner.

1.2 Rules of Procedure

The Mercer Island City Council hereby establishes the following Rules of Procedure (“Rules”) pursuant to the authority set forth in Mercer Island City Code (“MICC”) 2.06.050(A), for the conduct of Council meetings, proceedings and business. These Rules shall be in effect upon adoption by the Council and until such time as they are amended or new Rules adopted in the manner provided by these Rules.

1.3 Orientation of New Councilmembers

The City Manager will host an orientation program for newly-elected or appointed Councilmembers, including guidance on the Open Government Trainings Act, which requires training in the fundamentals of the Open Public Meetings Act (OPMA), Public Records Act (PRA), and records retention requirements.

1.4 Mentoring of New Councilmembers

Current Councilmembers shall seek out opportunities to mentor newly elected or appointed Councilmembers to help them gain an understanding of their role as Councilmember.

SECTION 2 COUNCIL ORGANIZATION

2.1 Swearing-In. New Councilmembers shall be sworn in by the City Clerk.

2.2 Election of Mayor and Deputy Mayor. The Council shall elect a Mayor and Deputy Mayor for a term of two years. The City Clerk shall conduct the elections for Mayor and Deputy Mayor at the first Council meeting of each even-numbered year as follows:

- (1) Any Councilmember may nominate a candidate; no second is needed.
- (2) Nominations are closed by a motion, second and 2/3 vote of Council.
- (3) If only one (1) nomination is made, it is appropriate to make a motion and obtain a second to instruct the City Clerk to cast a unanimous ballot for that nomination. Approval is by majority vote of Councilmembers present.
- (4) If more than one (1) nomination is made, an open election is conducted by roll call vote.
- (5) To be elected, the nominee needs a majority vote of the Council.
- (6) Elections will continue until a Mayor and Deputy Mayor are elected by a majority vote of the Council.
- (7) The City Clerk shall declare the nominee receiving the majority vote as the new Mayor. The new Mayor shall declare the nominee receiving the majority vote as the new Deputy Mayor. The Clerk shall swear the individuals into office.

2.3 Duties of Officers.

- (1) **Mayor.** The Mayor serves as the Presiding Officer and acts as chair at all meetings of the Council. The Mayor may participate in all deliberations of the Council in the same manner as any other members and is expected to vote in all proceedings, unless a conflict of interest exists. The Mayor does not possess any power of veto. The Mayor may not move an action, but may second a motion. The Mayor is assigned as the ceremonial representative at public events and functions. The Mayor is vested with the authority to initiate and execute proclamations.
- (2) **Deputy Mayor.** The Deputy Mayor serves as the Presiding Officer in the absence of the Mayor and assumes ceremonial representative responsibilities when needed. If both the Mayor and Deputy Mayor are absent, the Mayor will appoint another Councilmember as acting Mayor. If the Mayor fails to appoint an acting Mayor, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.
- (3) **Presiding Officer.** The Presiding Officer shall:
 - (i) Preserve order and decorum in the Council Chambers;
 - (ii) Observe and enforce these Rules;
 - (iii) Call the meeting to order;
 - (iv) Keep the meeting to its order of business;

- (v) Recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers;
- (vi) Appoint Councilmembers to serve on Council Subcommittees, ad hoc committees and to serve as liaisons to advisory boards and commissions; Appointment citizens to serve on advisory boards and committees (with affirmation from the Council); and
- (vii) Impose Councilmember sanctions for violation of these Rules consistent with Section 11 of these Rules.

2.4 Filling a Council Vacancy. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form. The Process to Fill a Mercer Island City Council Vacancy is outlined in Appendix C to these Rules.

SECTION 3. COUNCIL MEETINGS

3.1 General Meeting Guidelines

- (1) Open Public Meeting Act.** All Council meetings shall comply with the requirements of the Open Meetings Act (chapter 42.30 RCW). All regular meetings and special meetings of the Council shall be open to the public.
- (2) Meeting Cancellation.** Any Council meeting may be canceled by a majority vote or consensus of the Council. The Mayor or City Manager may cancel a Council meeting for lack of agenda items, adverse weather conditions or due to an emergency.
- (3) Quorum.** Four members of the Council shall constitute a quorum and are necessary for the transaction of City business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- (4) Attendance and Absences.** Pursuant to RCW 35A.13.020, Councilmembers shall comply with RCW 35A.12.060, Vacancy for non-attendance, which reads as follows: "In addition a council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council." Councilmembers shall contact the Mayor or City Manager's office no later than 5:00 p.m. of the day of the meeting requesting he/she be excused from the meeting and stating the reason for such absence. Failure to comply, except in cases of emergency, shall result in an unexcused absence. During Councilmember Absences (Other Business), the Mayor shall note if Councilmember's absence is excused or unexcused. The clerk will make the appropriate notation in the minutes.
- (5) Councilmember Seating.** At the dais, the Mayor shall sit in Chair #4, the center seat at the dais, the Deputy Mayor shall sit to the Mayor's right or left, in Chair #3 or #5. The Mayor will determine the seats of the remaining Councilmembers.
- (6) City Clerk and Minutes.** The City Clerk (or authorized designee) shall attend all regular and special Council meetings and keep an account of all proceedings of the Council (minutes) in accordance with the statutory requirements RCW 35.23.151 and RCW 42.32.030. The minutes from previous meetings will be posted on the City website in draft format prior to Council meetings as part of the Council packet. Councilmembers are encouraged to inform the City Clerk and City Manager of any errors or proposed changes in advance of the meeting. If a Councilmember wishes to make any corrections to the minutes, they must request to have the set of minutes pulled from the Consent Calendar and make a motion to revise the minutes. Any corrections to the minutes will be so noted and the draft minutes will be revised with the corrections. Once the Council has approved the minutes

(as presented or revised), the final version of the minutes will be posted to the City's website and archived as the City's official record.

- (7) **Council Chambers Code of Conduct.** The City Hall Council Chambers Code of Conduct is attached as Appendix B to these Rules.

3.2 Types of Meetings

- (1) **Regular Meetings.** The Council's regular meetings will be held the first and third Tuesdays of each month in the City Hall Council Chambers (9611 SE 36th Street, Mercer Island).

Regular Council meetings will begin at the hour of 7:00 p.m., and will make every effort to adjourn no later than 10:00 p.m.

If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday, or on another day designated by a majority vote of the Council.

- (2) **Special Meetings.** A special meeting is any Council meeting other than a regular Council meeting. Notice shall be given at least 24 hours in advance specifying the time and place of the meeting and the business to be transacted. A special Council meeting may be scheduled by the Mayor, City Manager or at the request of a majority of the Council.
- (3) **Emergency Meetings.** An emergency meeting is a special Council meeting called without 24-hour notice. An emergency meeting may only be called as a result of an emergency involving injury or damage to persons or property or the likelihood of such injury or damage or when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor. The minutes will indicate the reason for the emergency.
- (4) **Executive (Closed) Sessions.** An executive session is a portion of a Council meeting that is closed except to the Council, City Manager, City Attorney and staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive sessions may be held during regular or special Council meetings and will be announced by the Mayor or the Chair. Executive session may be held for limited purposes consistent with RCW 42.30.110(1) and RCW 42.30.140(4)(a). Permissible topics include: considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, review of collective bargaining agreements, public employment applications and evaluations, and certain attorney-client discussions. Before convening an executive session, the Mayor or Chair shall announce the purpose of the meeting. Pursuant to RCW 42.23.070(4), Councilmembers must maintain the confidentiality of all written materials and

verbal information provided during Executive Sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered exempt from production under the Public Records Act, chapter 42.56 RCW. If a Councilmember unintentionally discloses Executive Session material with another party, that Councilmember shall promptly inform the City Manager and/or the Council of the disclosure.

- (5) **Planning Sessions.** Each year the Council shall hold an annual planning session (2- or 3-day retreat) during the first quarter of the year. During this planning session, the Council will agree upon City Council Goals for the next two years. The Council may hold additional planning sessions during the year.

3.3 Order of Regular Council Meeting Agenda

- (1) **Call Meeting to Order & Roll Call.** The Mayor calls the meeting to order. The City Clerk will take roll call and record names of those present and absent in the minutes. Any absent Councilmember who has called the Mayor or City Manager's Office prior to 5:00 p.m. on the day of the meeting to advise of such absence will be deemed excused.
- (2) **Agenda Approval/Amendment.** Agenda items may be added to a regular Council meeting agenda after the meeting notice is published, if a Councilmember or City Manager explains the necessity and receives a majority vote of the Council. The Mayor may, with the concurrence of the Councilmembers, take agenda items out of order.
- (3) **Executive Sessions.** Executive sessions may be held before, during or after the open session portion of either a regular or special meeting. See Section 3.2(4).
- (4) **Study Sessions.** Study sessions will be held, when needed, from 6:00-7:00 p.m. before a regular meeting. They may be called by the Mayor, City Manager or by a majority of Councilmembers. Study sessions will be informal meetings for the purpose of reviewing forthcoming programs and projects, receiving progress reports on current programs or projects, or receiving other similar information. No final decisions can be made at a study session. Decisions on those issues will be scheduled for a regular or special Council meeting.
- (5) **Special Business and Proclamations.** Special Business Items may include the presentation of a proclamation or other presentation to elected officials, staff, or the public by the City or presentations to the City or any official made by someone else. A Proclamation is defined as an official announcement made by the Mayor on behalf of the Council. The purpose of a Proclamation is to recognize the efforts of a particular group or increase awareness of an activity. The Mayor and City Manager shall determine approval of Proclamation requests that have a strong

local advocate or a local relevance to Mercer Island or City issues and events. Proclamations shall be publicly read at a Council meeting and presented to a representative of the event during the Council meeting.

- (6) **City Manager Report.** In an effort to keep the Council and public informed of City business, the City Manager may provide an oral report, make comments, extend compliments, express concerns, or make announcements concerning any topic during this time.
- (7) **Appearances (Public Comment).** During the Appearances section of the regular meeting agenda, members of the audience are invited to address the Council regarding any matter, except items before the Council requiring a public hearing, any quasi-judicial matters, or campaign-related matters. Each person addressing the Council will step up to the podium, give their name and address for the record, and shall limit their comments to three (3) minutes. No speaker may convey or donate his or her time for speaking to another speaker. The Mayor may grant additional time for citizen comments.

The Mayor may allow citizens to comment on individual agenda items at times during any regularly scheduled Council meeting other than the regularly scheduled Appearances period.

All remarks will be addressed to the Council as a whole, and not to individual Councilmembers or staff members. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested by the Mayor to leave the meeting. The Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the Council agenda. RCW 42.17A.555.

The City Clerk will summarize all citizen comments in the minutes. Traditionally, the Council does not respond to comments made at the meeting, however the City Manager may direct staff to follow up with the speaker as appropriate .

- (8) **Consent Calendar.** Consent Calendar items have either been fully considered by a Council Subcommittee or are considered to be routine and non-controversial and may be approved by one motion. Items on the Consent Calendar include, without limitation, payables, payroll, minutes, resolutions and ordinances discussed at a previous Council meeting, bid awards, and previously authorized agreements. A Councilmember may remove a consent agenda item from the consent calendar for separate discussion and action. If removed, that item will become the first item of business under Regular Business of the same meeting.

(9) Public Hearings. There are two types of public hearings: legislative and quasi-judicial. The Mayor will state the public hearing procedures before each public hearing. Citizens may comment on public hearing items.

(i) Legislative Public Hearings. The purpose of a legislative public hearing is to obtain public input on legislative or policy decisions, including without limitation, review by the Council of its comprehensive plan or biennial budget.

(ii) Quasi-Judicial Public Hearings. The purpose of a quasi-judicial public hearing is to decide issues involving the rights of specific parties including, without limitation, certain land use matters such as site specific rezones and preliminary long plats.

The Council's decision on a quasi-judicial matter must be based upon and supported by the "record" in the matter. The "record" consists of all testimony or comment presented at the hearing and all documents and exhibits that have been submitted.

In quasi-judicial hearings, Councilmembers shall comply with all applicable laws including without limitation the appearance of fairness doctrine (chapter 42.36 RCW). The appearance of fairness doctrine prohibits ex parte (outside the hearing) communications with limited exceptions requiring disclosure on the record; prohibits a Councilmember from making a determination on the matter in advance of the hearing; requires the hearing to be fair and impartial; and prohibits the participation of any Councilmember who has a conflict of interest or financial interest in the outcome of the hearing.

A Councilmember shall consult with the City Attorney to determine whether or not he or she should recuse themselves from the quasi-judicial hearing discussion and decision.

(10) Regular Business. Regular Business items are all other regular Council business, including resolutions and ordinances requiring Council action.

(11) Other Business. The Council will discuss upcoming Councilmember absences (and the Mayor will note excused or unexcused absences), the Planning Schedule, Board and/or Commission appointments and Councilmember reports. During Councilmember reports, Councilmembers may report on significant activities since the last meeting; provided, however, that Councilmembers may not enter into debate or discussion on any item raised during a Council report.

(12) Adjournment. With no further business to come before the Council, the Mayor adjourns the meeting.

SECTION 4. AGENDA PREPARATION

- 4.1** The City Manager in consultation with the Mayor and Deputy Mayor will prepare an agenda for each Council meeting. The City Clerk will prepare an agenda packet for each Council meeting specifying the time and place of the meeting. Each item shall be titled to include a brief description of the item to be considered by the Council.
- 4.2** An item may be placed on a Council meeting agenda by (1) the City Manager; (2) the Mayor; or (3) two or more Councilmembers.
- 4.3** Agenda materials will be posted to the City's website and a link to the online packet will be emailed to an established mailing list (including Council and staff) by 5:00 p.m. on the Thursday before the meeting. If the deadline cannot be met, the Council and the established mailing list will be notified of when it will be posted. Hard copies of agenda materials will be available in the HAM radio room in the Police Department lobby, for Councilmembers requesting such to pick up.
- 4.4** The City Manager will prepare and keep current the Planning Schedule, the calendar of agenda items for all Council regular and special meetings.

SECTION 5. COUNCIL PROTOCOLS

- 5.1 Roberts Rules/Council Rules.** All Council discussion shall be governed by *Roberts Rules of Order, Newly Revised* or by these Rules. Examples of parliamentary rules and motions are shown in Appendix A to these Rules. In the event of a conflict, these Rules shall control. The City Attorney shall decide all questions of interpretations of these Rules and other questions of a parliamentary nature that may arise during a Council meeting.
- 5.2 Appearances (Public Comment).** Council agrees to adhere to the following protocols during Appearances:
- (1) Council shall listen attentively to the citizen comments.
 - (2) Council shall avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal, disparaging actions when citizens are speaking.
 - (3) Council shall not engage in debate or discussion with any individual citizen but may be recognized by the Mayor in order to ask the citizen clarifying questions.
- 5.3 Discussion Protocols.** Council agrees to adhere to the following protocols for Council discussion and debate:
- (1) Be courteous and professional at all times.
 - (2) Avoid discourteous behavior such as lengthy or inappropriate sidebar discussions or nonverbal disparaging actions when colleagues or staff are speaking.
 - (3) Be recognized by the Mayor before speaking.
 - (4) Be respectful of the City Manager and staff.
 - (5) Speak in turn after being recognized.
 - (6) Do not personally criticize other members who vote against or disagree with you.
 - (7) Do not be repetitive in your arguments or discussion.
 - (8) Respect each other's differences, honor disagreements, vote and move on.
- 5.4 Council Decisions.** Councilmembers recognize that they are part of a legislative or corporal body. As such, when the Council has voted to approve or pass an agenda item, the members agree not to contact staff to encourage actions inconsistent with such Council action or take other action adversely impacting staff resources. Councilmembers may not bring any approved action up for reconsideration following Council review and approval of such agenda item except by majority vote. The Council's goal is to make final decisions and not to revisit or reconsider such decisions.
- 5.5 No Surprise Rule.** Councilmembers should use best efforts to contact the City Manager to advise of emerging issues.

Generally, Councilmembers agree not to propose substantial amendments and/or revisions to any agenda item unless they provide each other and City staff 24-hours' advance notice to review any written proposal. If this 24-hour rule is not met, a Councilmember may present his or her proposal at a Council meeting.

To provide staff the necessary preparation time, Councilmembers will use best efforts to provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting, if possible.

- 5.6 Possible Quorum.** Any member of the Council can attend any City board, commission, ad hoc, or subcommittee meeting; however, if a quorum of the Council (4 or more Councilmembers) is present at any of these meetings, Councilmembers shall “self-police” by not sitting together and not discussing City business. For community or regional meetings where there may be 4 or more Councilmembers in attendance, the City Clerk may notice the meetings for possible quorum.
- 5.7 Councilmember In-Person Representation.** If a Councilmember appears on behalf of the City before another governmental agency or, a community organization, for the purpose of commenting on an issue, the Councilmember must state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position but rather those of the individual Councilmember. Councilmembers must obtain other Councilmember's concurrence before representing another Councilmember's views or positions with another governmental agency or community organization.
- 5.8 Use of City Letterhead.** Use of City letterhead by the Council shall be confined to conduct of official City business or communicating messages of the City. City letterhead of any kind shall only be used by the Council at the direction of the Mayor or his or her designee. Individual Councilmembers shall not use City letterhead to communicate individual or personal messages or opinions.
- 5.9 Mail.** Mail which Councilmembers receive during the week will be placed in their respective mailboxes at City Hall (located outside the City Manager’s office) as it arrives. Councilmembers will have access to their mailboxes during regular business hours. Accumulated mail will be included with hard copy agenda packets or placed on the dais before Council meetings.

SECTION 6. CITY DOCUMENTS

- 6.1 Review.** All ordinances, resolutions, contracts, motions, amendments and other City documents shall be reviewed by the City Attorney. An individual Councilmember may contact the City Attorney to request the preparation of motions for a Council meeting. No ordinance, resolution or contract shall be prepared for presentation to the Council, unless requested by a majority of the Council or by the City Manager.
- 6.2 Signing.** The Mayor, City Clerk and City Attorney sign all ordinances and/or resolutions approved by the Council, immediately following the meeting. If the Mayor is unavailable, the Deputy Mayor signs the ordinances and/or resolutions.
- 6.3 Ordinances.** The following rules shall apply to the introduction, adoption and/or amendment of all ordinances:

- (1) First Reading of Ordinances.** An ordinance shall be scheduled for first reading at any regular or special Council meeting. A majority of the Council may direct the City Manager/City Attorney to prepare any amendments to the ordinance for consideration during second reading and adoption.
- (2) Second Reading/Adoption of Ordinances.** An ordinance that has previously been introduced for first reading may be scheduled for second reading and adoption at any regular or special Council meeting as either regular business or as a part of the consent calendar.

Any amendments that a majority of the Council has directed the City Manager/City Attorney to prepare will be included as proposed amendments in the Council packet for the Council's consideration. If further amendments (other than clerical, punctuation or other non-substantive amendments) are requested at second reading, the ordinance may be continued to the next regular Council meeting for adoption.

- (3) Exceptions.** This Rule shall not apply to:
- (i) any housekeeping ordinances that the City Manager recommends be adopted at first reading;
 - (ii) any budget amending ordinances; or
 - (iii) any ordinances that Council determines require an effective date precluding a second reading, so long as Council suspends this Rule pursuant to Section 10.

This Rule shall not apply to public emergency ordinances, necessary for the protection of public health, public safety, public property or public peace consistent with RCW 35A.11.12.

SECTION 7. COUNCIL RELATIONS/COMMUNICATIONS WITH CITY STAFF

- 7.1** Councilmembers will focus primarily on policy matters and *not* administrative issues.
- 7.2** The City Manager is the primary point of contact between the Council and the staff.
- 7.3** There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.
- 7.4** City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 7.5** Individual Councilmembers will copy the City Manager on any written requests for information. The City Manager shall copy the entire Council on written responses to an individual Councilmember's request for information.
- 7.6** Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications, the granting of City licenses or permits, interpretation and implementation of Council policy, or in any other matter involving the administration of City business.
- 7.7** The Council shall not attempt to change or interfere with the operating rules and practices of any City department.
- 7.8** No Councilmember shall direct the City Manager or Department Directors to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. A matter shall be deemed to be "significant" if it would require more than one (1) hour of staff time. Once notified that a request for information or staff support would require more than one (1) hour, the Councilmember may seek to place the request on an upcoming Council agenda consistent with Section 4.2.
- 7.9** Individual Councilmember requests for information can be made directly to the Department Director unless otherwise determined by the City Manager. If the request would create a change in work assignments or require the Department Director or his or her staff to work in excess of 1 hour, the request must be made through the City Manager.
- 7.10** Absent emergent situations, staff will respond to Councilmember emails or phone messages during business hours only.

SECTION 8. CITY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's boards, commissions and ad hoc committees provide an invaluable service to the City. Their advice on a wide variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.
- 8.2** These advisory bodies originate from different sources. Some are established by Title 3 of the Mercer Island City Code while others are established by motion or ordinance of the Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. The following advisory boards and commissions are established:
- (1)** Design Commission
 - (2)** Planning Commission
 - (3)** Utility Board
 - (4)** Community Advisory Board
 - (5)** Mercer Island Arts Council
 - (6)** Open Space Conservancy Trust Board
- 8.3** Each board and commission shall adopt rules of procedure (or bylaws) to guide governance of their board or commission..
- 8.4** The Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.
- 8.5** Members and alternate members of all advisory bodies are recommended for appointment by the Mayor, following consultation with the Council Liaison and staff, during a regularly scheduled meeting, subject to Council approval.
- 8.6** Vacancies are advertised so that any interested citizen may submit an application. Applicants must be citizens of the City of Mercer Island if required by the Mercer Island City Code or if required by the Mayor. Councilmembers will be notified of any vacancy in any board or commission. Councilmembers are encouraged to solicit applications from qualified citizens. Applications shall be available from the Office of the City Clerk. The City Clerk will retain completed applications for Council review.
- 8.7** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended. On ad hoc committees, where a specific project is the purpose, there will not be terms of office.
- 8.8** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, Open Public Meetings Act and require a minimum 24-hour advance notice.

- 8.9** The number of meetings related to business needs of the advisory group may be set by the individual body, unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.10** Members may be removed, from any advisory committee, prior to the expiration of their term of office, by a majority vote of the Council.
- 8.11** All members of advisory bodies should be aware of the need to avoid any instance of conflict of interest. No individual should use an official position to gain a personal advantage.
- 8.12** The Council transmits referrals for information or action through the City Manager and the Council liaison to the advisory groups. These advisory groups transmit findings, reports, etc., to the Council through the City Manager and Council liaison.
- 8.13** While the City staff's role is one of assisting the boards and commissions, the City staff members are not employees of that body. Boards and commissions shall not direct City staff to perform research, gather information or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the Council or City Manager. The City staff members are directly responsible to his or her Department Director and the City Manager.
- 8.14** Annually, staff for the Planning Commission, Arts Council and Open Space Conservancy Trust Board shall develop a draft work plan and present the work plan to the Council for review, possible amendments and approval.
- 8.15** **Roles & Duties for Council Liaison.** The Mayor may appoint a Council liaison for certain boards or commissions. The Council liaison shall report objectively on the activities of both the Council and the advisory group. The specific duties of a Council liaison are as follows:
- (1)** Attend meetings of the board or commission on a regular basis and sit or do not sit at the table or dais, as applicable.
 - (2)** Participate in discussion and debate of the board or commission, but not vote on any matter (except for the Open Space Conservancy Trust as the Council Liaison is a voting member).
 - (3)** Represent the majority Council position, if known.
 - (4)** Participate in a manner that will not intimidate or inhibit the meetings and operations of the board or commission. Make comments in a positive manner to promote positive interaction between Council and the board or commission.
 - (5)** Be prepared to give Council regular and timely reports at every regular Council meeting. Take the lead on discussion items before the Council which pertain to the assigned board or commission.

- (6)** With the Mayor, evaluate potential candidates for appointment to the board or commission. Based upon liaison and Council input, the Mayor will recommend appointment of candidate's subject to Council affirmation.

SECTION 9 COUNCIL SUBCOMMITTEES

- 9.1** Council subcommittees are policy review and discussion arms of the Council. Subcommittees may study issues and develop recommendations for consideration by the Council. Subcommittees may not take binding action on behalf of the Council. Council Subcommittee structure shall be as determined by the Council in January of each year.
- 9.2** Subcommittees shall establish regular meeting schedules as determined by the Chair of the subcommittee.
- 9.3** Each subcommittee will have staff support assigned by the City Manager. Staff will work with the subcommittee chairs to set agendas, provide support materials and prepare reports.
- 9.4** The City Manager or Mayor may send issues directly to subcommittees for their review or a matter may be referred to a subcommittee by Council vote or consensus.
- 9.5** Subcommittee appointments (chairs and members) shall be made by the Mayor. The Mayor will consider the interests and requests of individual Councilmembers in making subcommittee assignments.
- 9.6** Membership of each subcommittee will consist of three (3) Councilmembers.
- 9.7** The Mayor will make subcommittee assignments each January in which there is an election of the Mayor and Deputy Mayor. The City Clerk will maintain the list of appointments to established subcommittees.

SECTION 10 SUSPENSION AND AMENDMENT OF RULES

- 10.1** Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a two-thirds (2/3) majority vote of the Council.

- 10.2** These rules may be amended or new rules adopted, by a majority vote of the Council.

SECTION 11 SANCTIONS FOR RULE VIOLATIONS

11.1 Councilmembers may be sanctioned for violation of these Rules in any of the following ways:

- (1) Executive Session.** Two (2) or more Councilmembers may call an executive session under RCW 42.30.110(f) to discuss complaints brought against a public officer;
- (2) Public Censure.** Public censure if a majority of Council supports public censure. During a regular Council meeting, the Mayor shall state in detail the Rule(s) violated and the Councilmember's conduct resulting in violation of the Rule. The Councilmember who is the subject of the sanction shall have the opportunity to rebut;
- (3) Liaison Termination.** The Mayor may terminate subcommittee, board or liaison assignments; and/or
- (4) Other.** Any other appropriate action decided by a majority of the Council.

APPENDIX A
PARLIAMENTARY RULES AND MOTIONS

- (1) If a motion does not receive a second, it dies and will not be included in the minutes. Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- (2) A motion that receives a tie vote is deemed to have failed.
- (3) When making motions, be clear and concise and do not include arguments for the motion within the motion.
- (4) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.
- (5) No further citizen comments may be heard when there is a motion and a second on the floor and Council should attempt to ask questions of staff prior to such motion and second.
- (6) When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion. Councilmembers may object to such summary if any feel the summary does not reflect the Council consensus.
- (7) If the maker of a motion wishes to withdraw their motion, the Mayor shall ask the Council if there is any objection to the maker withdrawing their motion. If none, the motion is withdrawn. If there is objection, the Council will vote whether the motion can be withdrawn. The text of the withdrawn motion and the fact of its withdrawal will not be included in the minutes.
- (8) A motion to table is undebatable and shall preclude all amendments or debates of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue; and if an item is tabled, it cannot be reconsidered at the same meeting.
- (9) A motion to postpone to a certain time is debatable as to the reason for the postponement but not to the subject matter of the motion; is amendable; and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future regular or special Council meeting.

- (10) A motion to postpone indefinitely is debatable as to the reason for the postponement as well as to the subject matter of the motion; is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- (11) A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a two-thirds' (2/3) vote; debate is reopened if the motion fails.
- (12) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (13) Motions that cannot be amended include: Motion to adjourn, agenda order, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.
- (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (15) The motion maker, Mayor or City Clerk should repeat the motion prior to voting.
- (16) At the conclusion of any vote, the Mayor will announce the results of the vote.
- (17) When a question has been decided, any Councilmember who voted in the majority may move for reconsideration.
- (18) Roll call votes will be taken if requested by a Councilmember.

APPENDIX B
CITY HALL COUNCIL CHAMBERS CODE OF CONDUCT

The Mercer Island City Council welcomes the public to Council meetings and dedicates time at these meetings to hear from the public on agenda items and other issues of concern.

It is important for all community members to feel welcome and safe during Council meetings. Audience members will be expected to treat all attendees with respect and civility.

Appearances Ground Rules:

Appearances is the time set aside for members of the audience to speak to the City Council about any issue during a Council meeting. The ground rules are:

- Please (1) speak audibly into the podium microphone, (2) state your name and address for the record, and (3) limit your comments to three minutes.
- Traditionally, the Council does not respond to comments made at the meeting, but will follow up, or have staff follow up, with the speaker if needed.
- Comments should be addressed to the entire Council, not to individual Councilmembers, staff members, or the audience.
- Audience members should refrain from applause or disapproval of individuals' comments.
- Any person who makes personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting.
- The Council cannot accept comments on any campaign-related matters (elections for individual offices or ballot propositions) except under specific circumstances where consideration of a ballot measure is on the Council agenda. RCW 42.17A.555.

General Rules:

- Please silence cell phones, computers, tablets, and cameras while in the Council Chambers.
- Please limit conversations in the audience seating area. You may be asked to step into the lobby to continue a conversation.

APPENDIX C
PROCESS TO FILL A MERCER ISLAND CITY COUNCIL VACANCY

PURPOSE

To provide guidance to the City Council when a Mercer Island Councilmember position becomes vacant before the expiration of the official's elected term of office.

APPOINTMENT PROCESS

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. Under authority of RCW 42.12.070, the remaining members of the Council are vested with the responsibility for appointing a qualified person to fill the vacant position. Accordingly, the process should include all of the remaining Councilmembers in Council interviews, deliberations, and votes to appoint someone to fill the vacant position.

The Council should direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity. After the schedule is established, staff will notify applicants of the location, date and time of the interviews.

Applications received by the deadline date and time will be copied and circulated to Councilmembers.

NOTIFICATIONS AND SCHEDULING

The notice of vacancy shall be posted on the City's website and published at least two times in the Mercer Island Reporter.

Council shall determine a regular meeting or set a special meeting for interviewing candidates and possibly appointing someone to the vacant position.

Interviews and the appointment process may be continued to another day if any Councilmember is not able to attend or if the selection process is not concluded.

INTERVIEWS

Each applicant shall be given three to five minutes to introduce themselves and present their credentials and reasons for seeking appointment to the City Council. They shall also address the answers to these questions during their allotted time:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. Are there any regional issues or forums in which you have a particular interest or expertise? (e.g. transportation, water supply, human services, water quality, fiscal management, solid waste, parks & open space, etc.)
4. Do you want to serve on the City Council because of a particular local issue on which you want to work or are your interests more broadly distributed?

The Council reserves the right to ask additional questions of candidates during the interview.

At the close of Council questions, applicants will be afforded an opportunity to comment on any additional issues relevant to their candidacy.

The applicants' order of appearance will be determined by a random lot drawing.

DELIBERATIONS AND VOTING

Upon completion of the interviews, and as provided in the Open Public Meetings Act at RCW 42.30.110(1)(h), Councilmembers may convene into Executive Session to evaluate the qualifications of the applicants. However, all interviews and final action appointing a person to fill the vacancy shall be in a meeting open to the public.

In open session, the Mayor shall ask for nominations from the Councilmembers. No second to the motion is needed. Nominations are closed by a motion, a second and a majority vote of the Council.

The Mayor may poll the Council to ascertain that Councilmembers are prepared to vote. The City Clerk shall proceed with a roll-call vote.

Nominations and voting will continue until a nominee receives a majority vote of the remaining Councilmembers.

At any time during the election process, the Council may postpone elections until another open meeting if a majority vote has not been received, or if one of the remaining Councilmembers is not able to participate in a particular meeting.

The Mayor shall declare the nominee receiving the majority vote of all of the remaining Councilmembers as the new Councilmember who shall be sworn into office at the earliest opportunity, or no later than the next regularly scheduled Council meeting.

Under RCW 42.12.070(4), if the Council fails to appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the authority of the City Council to fill the vacancy ends and the King County Council is given the authority to fill the vacancy.



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

**AB 5310
June 19, 2017
Consent Calendar**

**NPDES STORMWATER CODE UPDATE (2ND
READING & ADOPTION)**

Proposed Council Action:

Adopt Ordinance No. 17C-09 to update the City's stormwater regulations.

DEPARTMENT OF	Development Services Group (Patrick Yamashita)
COUNCIL LIAISON	n/a
EXHIBITS	1. Proposed Ordinance No. 17C-09
2017-2018 CITY COUNCIL GOAL	6. Address Outdated City Codes and Practices
APPROVED BY CITY MANAGER	

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

SUMMARY

BACKGROUND

On April 3, 2017, the City Council held a Study Session (AB 5272) and conducted the first reading (AB 5273) of Ordinance No. 17C-09 to consider an update to the City's stormwater regulations. This agenda bill provides responses to City Council comments and an updated Ordinance for adoption. Changes to the Ordinance between first and second reading are highlighted in yellow.

The National Pollutant Discharge Elimination System (NPDES) is a federal program that regulates the discharge of stormwater to waters of the State. The Washington State Department of Ecology (DOE) issued the original Western Washington NPDES Phase II Municipal Stormwater Permit (Permit) in February 2007 under authority delegated by the US Environmental Protection Agency, pursuant to the Federal Clean Water Act (CWA).

The current Permit became effective August 2013 with additional requirements for compliance. It requires Mercer Island and other municipalities in Western Washington with populations between 10,000 and 100,000 to update their stormwater management regulations. The Permit covers approximately 89 cities and nine counties in Western Washington. It requires update of regulations in two areas:

1. Adopt the 2014 Stormwater Management Manual for Western Washington, and the thresholds in the Permit.
2. Review, revise and make effective, local development-related codes, rules, standards, or other enforceable documents to incorporate and require low impact development (LID) principles and LID best management practices (BMPs) where feasible.

COUNCIL DIRECTION AND STAFF RESPONSE

During the first reading of the Ordinance on April 3, 2017, the City Council directed staff to review and propose amendments regarding the following:

1. Combine the current minimum threshold of 500 square feet (net increase in impervious surface) with the minimum threshold in the Permit of 2,000 square feet (new plus replaced hard surface) to ensure that we are not missing any projects that previously would have been subject to stormwater mitigation.

Staff response: Text has been added to address this and repeats the thresholds already in the Permit for clarity (see 15.09.050A(3)).

2. Look at including best management practices (BMPs) for preserving trees to help mitigate stormwater runoff.

Staff response: Upon further analysis, staff finds that the 2014 Stormwater Management Manual already includes a BMP that provides optional flow control (detention) credits for retaining existing trees meeting certain requirements. Staff recommends use of the optional BMP for flow control credits and to not add tree “regulations” to Title 15, as they are already provided for in chapter 19.10 MICC. Adding tree retention requirements that are not DOE approved recommendations may transform this stormwater regulation ordinance into a “land use control ordinance” according to the Assistant City Attorney.

TRANSITIONING TO NEW REGULATIONS

Under the NPDES II Permit requirements, the new regulations will apply to:

- (1) applications submitted on or after July 6, 2017; and
- (2) applications submitted prior to July 6, 2017, which have not started construction by January 1, 2022.

RECOMMENDATION

City Engineer

MOVE TO: Adopt Ordinance No. 17C-09, amending chapters 15.09, 15.10, and 15.11 MICC relating to stormwater management standards and stormwater low impact development.

**CITY OF MERCER ISLAND
ORDINANCE NO. 17C-09**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
AMENDING CHAPTERS 15.09, 15.10, AND 15.11 OF THE MERCER
ISLAND CITY CODE RELATING TO STORMWATER MANAGEMENT
STANDARDS AND STORMWATER LOW IMPACT DEVELOPMENT.**

WHEREAS, the Washington State Department of Ecology issued the Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) on August 1, 2012 pursuant to the requirements of the Federal Clean Water Act – National Pollutant Discharge Elimination System (NPDES); and

WHEREAS, the NPDES Permit requires the City to revise development-related codes to incorporate and require low impact development (LID) where feasible and adopt the 2012 Stormwater Management Manual for Western Washington as amended in 2014 (Stormwater Manual); and

WHEREAS, state and local stormwater management tools, including LID regulations, can help address pollution and other critical environmental issues in Puget Sound cities; and

WHEREAS, comprehensive application of LID practices is necessary where feasible, to reduce the hydrologic changes and pollutant loads to surface and ground waters; and

WHEREAS, the City needs to amend Mercer Island City Code (MICC) to meet the requirements of the NPDES Permit, including revisions to Chapters 15.09, 15.10, and 15.11; and

WHEREAS, the Utility Board was briefed on the NPDES Phase II Permit requirements to update LID regulations and adopt the Stormwater Manual; and

WHEREAS, the City recognizes the need to periodically modify its stormwater regulations within Title 15 MICC, in order to conform to state and federal law, codify administrative practices, and improve efficiency of regulations; and

WHEREAS, an Environmental Determination of Non-Significance (DNS) was issued for the proposed code amendments pursuant to the State Environmental Policy Act (SEPA) on April 10, 2017.

WHEREAS, pursuant to RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed code amendments on April 10, 2017.

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

Section 1. **Amend Chapter 15.09 MICC, Stormwater Management.** Chapter 15.09 MICC, Stormwater Management, is hereby amended as follows:

Chapter 15.09
STORM WATER~~STORM WATER~~ MANAGEMENT PROGRAM

Sections:

- 15.09.010 Establishment of a ~~storm water~~stormwater management program.
- 15.09.020 Applicability.
- 15.09.030 Definitions.
- 15.09.040 Discharges to storm and surface water system and ground waters.
- 15.09.050 Standards for development and redevelopment.
- 15.09.060 Exceptions.
- 15.09.070 Maintenance and inspection requirements.
- 15.09.080 Administration.
- 15.09.090 Appeals process.

15.09.010 Establishment of a ~~storm water~~stormwater management program.

A. There is hereby created and established, by the adoption of this chapter and the provisions therein, a city ~~storm water~~stormwater management program, hereinafter referred to as “the program.” The program shall set forth the primary authority and responsibility for carrying out the Action Agenda for Puget Sound~~Water Quality Management Plan~~ including, but not limited to, responsibilities for planning; establishment of requirements for new development and redevelopment; public education efforts to educate citizens, design, construction, maintenance, administration, operation and improvement of the city’s storm and surface water ~~drainage~~ system; as well as establishing standards for design, construction, and maintenance of improvements and related activities on public and private property where these may affect storm and surface water and/or water quality.

B. The city manager or his/her appointed designee shall be the administrator of the program. (Ord. 09C-09 § 1; Ord. 95C-118 § 1).

15.09.020 Applicability.

A. The provisions of this chapter and the program shall apply to all property and all projects within the limits of the city of Mercer Island. The provisions of this chapter and the program shall control all ~~storm water~~stormwater management practices; provided, however, if other provisions of this code or any other city ordinance provides more protection of the quality of surface or ground water, it shall control.

B. Applicants for construction projects which involve land disturbing activity shall provide a Construction Stormwater Pollution Prevention Plan (SWPPP)~~storm water management plan~~ prior to the issuance of any permits.

C. The city manager or his/her designee is authorized to adopt written policies and procedures for the purpose of implementing the program and the provisions of this chapter. (Ord. 09C-09 § 1; Ord. 95C-118 § 1).

15.09.030 Definitions.

For the purposes of this chapter, the following terms shall have the following meanings:

A

“AKART” means all known, available, and reasonable methods of prevention, control, and treatment.

~~B.~~ “Applicable manual” means the ~~Stormwater Management Manual for the Puget Sound Basin (1992 manual) prepared by the Washington State Department of Ecology (in 1992) and as modified by the city manager or his/her designee for projects less than one acre of land disturbing activity and the Stormwater Management Manual for Western Washington (2005-2012 manual as amended in 2014) prepared by the Washington State Department of Ecology (in 2012 and amended in 2014/2005) for projects greater than one acre of land disturbing activity.~~

~~C.~~ B

“Best management practices (BMPs)” means the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by the Washington Department of Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

~~D.~~ C

“City manager or his/her designee” means the city’s active appointed manager or an employee of the city that acts on his/her behalf.

D

“Development” means new development, redevelopment, or both.

~~E.~~ G

“Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

H F

“Hard surface” means an impervious surface, a permeable pavement, or a vegetated roof.

“Hazardous materials” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any federal, state, county, or municipal statutes or laws.

~~G.~~ “Hyperchlorinated” means water that contains a chlorine concentration exceeding 10 milligrams per liter.

I

~~H.~~ “Illicit discharge” means any discharge to the city’s storm and surface water system that is not composed entirely of ~~storm water~~ stormwater except discharges pursuant to any non-municipal ~~NDPES~~ NPDES permit and discharges from fire-fighting activities.

~~F.~~ “Illicit connection” means any manmade conveyance that is connected to the city’s storm and surface water system without a permit, excluding roof drains and other similar type connections.

LJ

“Land disturbing activity” means any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, demolition, construction, clearing, grading, filling and excavation.

“Low impact development” or “LID” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“Low impact development best management practices” or “LID BMPs” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

N

“New development” means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development.

~~K.~~ “NPDES” means the National Pollutant Discharge and Elimination System, a national program for permitting and imposing pretreatment requirements related to the discharge of pollutants to surface waters of the state from point discharges. The permits are administered by the Washington Department of Ecology.

O

“On-site stormwater management BMPs” are synonymous with LID BMPs.

LP

“Pollutant” means any liquid, gaseous, solid, radioactive or other substance that when introduced into waters of the state will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

“Pollution-generating impervious surface (PGIS)” means impervious surfaces considered to be a significant source of pollutants in stormwater runoff. Such surfaces include those which are subject to: vehicular use; industrial activities (as further defined in the applicable manual); storage of erodible or leachable materials, wastes, or chemicals, and which receive direct rainfall or the run-on or blow-in of rainfall; metal roofs unless they are coated with an inert, non-leachable material (e.g., baked-on enamel coating); or roofs that are subject to venting significant amounts of dusts, mists, or fumes from manufacturing, commercial, or other indoor activities.

R

“Redevelopment” means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities.

SM

~~“Storm water~~Stormwater” means runoff during and following precipitation and snowmelt events, including surface runoff, ~~and~~drainage or interflow.

~~N“Storm water~~Stormwater pollution prevention plan (SWPPP)” means a plan prepared for a site in accordance with ~~Washington Department of Ecology requirements,~~applicable manual to control pollutants generated on the site that could enter waters of the state.

“Storm and surface water system” means the entire system within the city, both public and private, naturally existing and manmade, for the drainage, conveyance, detention, treatment and storage of storm and surface waters.

“Stormwater facility” means a constructed component of a stormwater system, designed or constructed to perform a particular function, or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and biofiltration swales.

“Stormwater Treatment and Flow Control BMPs/Facilities” means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Minimum Requirement #6 (Runoff Treatment), Minimum Requirement #7 (Flow Control), or both according to the applicable manual.

O. “1992 manual” means the ~~Stormwater Management Manual for the Puget Sound Basin as prepared by the Washington State Department of Ecology.~~Numerical “2005-2012 manual (as amended in 2014)” means the Stormwater Management Manual for Western Washington prepared by the Washington State Department of Ecology in 2012 and amended in 2014. (Ord. 09C-09 § 1).

15.09.040 Discharges to storm and surface water system and ground waters.

A. Prohibited Discharges. No person shall throw, drain, or otherwise discharge, cause or allow others under his/her control to throw, drain, or otherwise discharge into the municipal storm drain system and/or surface and ground waters any materials other than ~~storm water~~stormwater. Examples of prohibited discharges include but are not limited to the following: trash or debris, construction materials, cement, concrete, petroleum products, antifreeze and other automotive products, metals, flammable or explosive materials, radioactive material, batteries, paints, stains, solvents, drain cleaners, pesticides, herbicides, fertilizers, steam cleaning wastes, soaps, detergents, ammonia, dyes, chlorine, bromine, disinfectants, swimming pool or spa filter backwash, interior floor drainage, commercial car wash discharge, heated water, domestic animal waste, sewage, carcasses, food wastes, bark, lawn clippings or leaves, any process-associated discharge except as otherwise allowed in this section, any hazardous material or waste not listed above, and any chemical not normally found in uncontaminated water.

B. Allowable Discharges. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter unless the city manager or his/her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater: ~~storm water~~stormwater runoff, diverted stream flows, springs, flows from riparian ~~habitats~~areas and wetlands, rising ground waters, uncontaminated ground water infiltration (as defined in 40 CFR 35.2005(b)(20)), uncontaminated pumped ground water, foundation drains, footing drains, uncontaminated water from crawl space pumps, air conditioning condensation, irrigation water from agricultural sources that is commingled with urban ~~storm water~~stormwater, and discharges from emergency fire-fighting activities.

C. Conditional Discharges. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the city manager or his/her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 parts per million or less, pH-adjusted, if necessary, and released volumetrically and velocity controlled to prevent re-suspension of sediments in the ~~storm water~~stormwater system;

2. Lawn watering and other irrigation runoff are permitted, but the city discourages use in excessive amounts through its public involvement program;

3. Dechlorinated swimming pool, spa, and hot tub discharges. These discharges shall be dechlorinated to a concentration of 0.1 parts per million or less, pH-adjusted and reoxygenated, if necessary, and ~~released volumetrically and velocity controlled~~ to prevent resuspension of sediments in the ~~storm water~~stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the stormwater system;

4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted, but the city discourages use in excessive amounts through its public involvement program;

5. ~~Non-storm water~~stormwater discharges covered by another NPDES or state waste discharge permit; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm ~~drain-water~~system;

6. Other non-~~storm water~~stormwater discharges. The discharge shall be in compliance with the requirements of a ~~storm water~~pollution prevention plan (SWPPP) reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

D. Prohibition of Illicit Connections. The construction, use, maintenance, or continued existence of illicit connections to the storm drain or surface water system is prohibited. This prohibition expressly includes illicit connections made in the past, regardless of whether the connection was permissible under the law at the time of the connection. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the storm and surface water system, or allows such a connection to continue. (Ord. 09C-09 § 1).

15.09.050 Standards for new development and redevelopment.

A. The thresholds, definitions, minimum requirements and exceptions, adjustment, and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the ~~2012~~2005 manual (as amended in 2014) and any amendments thereto are hereby adopted by the city of Mercer Island as the minimum standards for ~~storm water~~stormwater management. ~~with the following exceptions for new and redevelopment projects that disturb less than one acre~~ Furthermore, Minimum Requirement #5: On-site Stormwater Management of the aforementioned 2012 manual is amended as follows:

1. Minimum Requirement #5 applies to projects that:

a. Result in 2,000 square feet, or greater, of new plus replaced hard surface area, or

b. Have a land disturbing activity of 7,000 square feet or greater, or

c. Result in a net increase of impervious surface of 500 square feet or greater.

2. For implementing Minimum Requirement #5, the on-site detention BMP is added to List #1 and List #2 for evaluation on all projects as follows:

~~1. All new development and redevelopment projects disturbing less than one acre must comply with the requirements of the 1992 manual as modified by the city manager or his/her designee. Projects which result in a net increase in impervious surface of 500 square feet or more up to one acre of land disturbance must meet the requirements of the 1992 manual. The threshold for flow control in the 1992 manual shall be reduced from 5,000 square feet to 500 square feet of net new impervious surface. The flow control requirement can be waived If all of the on-site stormwater management BMPs included on List #1 and List #2 are determined to be infeasible for roofs and/or other hard surfaces, on-site detention shall be required when applicable. On-site detention is required when the drainage from the site will be discharged to a storm and surface water system that includes a watercourse or there is a capacity constraint in the system. The on-site detention system shall be sized using the city's standard on-site detention sizing table or other method approved by the city engineer. On-site detention is not required if the project discharges directly to Lake Washington or if findings from a 1/4 mile downstream analysis indicate confirm that the ~~entire~~ downstream system is free of ~~comprised of pipes/roadside ditches and the proposed project discharges will not exceed the conveyance capacity constraints of the downstream system. However, the stormwater must still be conveyed to an existing storm and surface water system in an approved manner.~~~~

~~2. In the above category, applicants also have the option of using the 2005 manual.~~

~~3. Projects that disturb less than one acre that utilize certain low impact development strategies, measures to minimize the creation of impervious surfaces, measures to minimize the disturbance of native soils and vegetation, and/or other acceptable storm water management techniques will be credited per guidance from the city manager or his/her designee. Provisions for low impact development shall take into account site conditions, access and long term maintenance.~~

~~B. Best management practices ("BMPs") as set forth in the applicable manual shall be used to control pollution at the source prior to discharge to a storm and surface water system. Experimental BMPs are encouraged as a means of improving storm water quality as outlined in the applicable manual. Source control BMPs shall be applied to all projects to the maximum extent practicable. They shall be selected, designed and maintained in accordance with the requirements of the applicable manual.~~

CB. Additional Passive Spill Control Is Required. Projects that replace, modify, or construct a new driveway or parking area with 500 square feet of net new impervious surfaces shall provide passive spill control for that area that receives runoff from ~~non-roof top~~ pollution-generating impervious surfaces (PGIS), ~~including driveways~~, prior to discharge from the site or into a natural on-site drainage feature. The intent of this device is to temporarily detain oil or other floatable pollutants before they enter the downstream drainage stormwater system in the event of an accidental spill or illegal dumping. It shall consist of a tee section in a manhole or catch basin (or elbow when allowed by the city engineer). Note that in addition to this spill control

requirement, other spill control requirements may be required for projects that exceed certain thresholds in the applicable manual.

~~DC.~~ All ~~storm water management plans shall, at a minimum, be equivalent to “storm-waterstormwater site plans” as required by the applicable manual.~~ Storm water management plans shall include an analysis of off-site ~~storm-waterstormwater~~ runoff and water quality impacts and shall mitigate these impacts as necessitated by the applicable manual. The analysis shall extend, where possible, a minimum of one-fourth of a mile downstream from the project. The existing and potential impacts to be evaluated and mitigated include but are not limited to the following:

1. Excessive sedimentation;
2. Streambank erosion;
3. Discharges to ground water and/or their potential;
4. Violations of water quality standards;
5. Discharges of pollutants;
6. Erosion;
7. Flooding;
8. Slope instability; and
9. Other adverse impacts to water quality.

~~E. Any failure of a storm water system, BMPs, erosion and sedimentation control, or water quality protection measures in any new development or redevelopment shall be repaired and/or retrofitted in accordance with the applicable manual.~~

~~FD.~~ Adopted drainage basin plans may be used to modify and/or add to any or all of the minimum requirements for storm and surface water runoff. Basin plans may include requirements for additional runoff detention, retrofitting measures, BMPs, or other measures in order to achieve basin-wide pollutant, flooding, erosion or sedimentation reduction. Standards developed from basin plans shall not modify any of the above requirements until the basin plan has been formally adopted by the Mercer Island city council. (Ord. 09C-09 § 1; Ord. 95C-118 § 1. Formerly 15.09.030).

15.09.060 Exceptions.

Exceptions to the minimum requirements of the applicable manual may be granted prior to permit approval and construction. An exception may be granted by staff; provided, that a written finding of fact is prepared, that meets the following criteria:

A. The exception provides equivalent water quality protection and complies with the public interest; and that the objectives of safety, function, water quality protection and facility maintenance, based upon sound engineering principles, are fully met;

B. There exist special physical circumstances or conditions affecting the property such that the strict application of the provisions of the applicable manual would deprive the applicant of all economic use of the parcel of land in question, and every effort to find creative ways to meet the intent of the minimum standards has been made;

C. That the granting of the exception will not be detrimental to the public health and welfare, nor injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state and city; and the exception is the least possible exception that could be granted to comply with the intent of the minimum requirements of the applicable manual. (Ord. 09C-09 § 1; Ord. 95C-118 § 1. Formerly 15.09.040).

15.09.070 Maintenance and inspection requirements.

A. All public and private stormwater and surface water facilities required by the applicable manual to provide permanent stormwater treatment and/or flow control constructed for sites that disturb a land area one acre or greater as required by MICC 15.09.050 shall be inspected and maintained in accordance with the standards contained in the applicable manual. This section shall pertain only to treatment and flow control facilities. It shall not include collection or conveyance systems. The following are additional minimum standards:

BA. All stormwater treatment and flow control facilities shall be inspected annually, but may be reduced based on inspection records. Owners of private facilities shall be responsible for maintenance, inspections and corrections. Records of facility inspections and maintenance actions shall be retained for a period of at least 10_5 years. These maintenance records are to be provided to the city upon request.

CB. All stormwater treatment and flow control facilities shall be cleared of debris, sediment and vegetation as conditions warrant, when they threaten to affect the functioning and/or design capacity of the facility, but not less than annually.

C. Bare soils shall be seeded, sodded, matted or otherwise covered to prevent the washing off of silt into the system. Grassy swales and other biofilters shall be mowed during the growing season and inspected annually and replanted as needed.

D. Detention systems, discharge control structures, oil separators and water quality facilities shall be inspected and cleaned and/or repaired annually or whenever sediment buildup exceed one third of the catchment volume. More frequent cleaning may be required on those facilities which exhibit a more rapid buildup.

DE. Where the lack of maintenance is causing or contributing to a violation of water quality criteria, property damage or threatens the welfare or safety of the public, actions shall be taken to correct the problem as soon as reasonably feasible.

EF. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed within the following time period:

1. Within one year for typical maintenance of facilities, except catch basins, wet pool facilities, infiltration facilities, and detention facilities including detention pipes, ponds, and vaults;
2. Within six months for catch basins routine maintenance operations;

~~3. Within nine months for maintenance requiring revegetation;~~

34. Within two years for maintenance that requires capital construction of less than \$25,000;
and

45. Within the time frame determined by the city manager or his/her designee for maintenance that requires capital construction greater than \$25,000.

The city manager or his/her designee may order corrective maintenance to occur within a specific time period.

FG. Sediment, oil, street or parking lot sweepings and any material containing pollutants shall be properly disposed of at an approved waste facility or, if appropriate, in accordance with the provisions of Chapters 173-303 and 173-304 WAC.

GH. The city manager or his/her designee shall design and develop an inspection program for facilities and systems for both public and private systems in accordance with the goals and objectives and intent of the applicable manual.

H. Any failure of a stormwater system, BMPs, erosion and sedimentation control, or water quality protection measures in any new development or redevelopment shall be repaired and/or retrofitted in accordance with the applicable manual. (Ord. 09C-09 § 1; Ord. 95C-118 § 1. Formerly 15.09.050).

15.09.080 Administration.

A. The city manager or his/her designee shall have the authority to develop and implement administrative procedures to administer and enforce this chapter and the program. The city manager or his/her designee shall approve, conditionally approve or deny an application for activities regulated by this chapter.

B. Prior to the commencement of any construction on a project or “land disturbing activity,” the applicant shall obtain a ~~storm water~~stormwater permit from the city ~~and any other regulatory agencies as required~~. A bond ~~shall be posted~~may be required by the city engineer in an amount sufficient to cover cost of construction of the system in accordance with approved plans and anticipated city inspection. Upon completion of the work inspection and approval of the ~~storm water~~stormwater facilities by the city ~~and receipt of a maintenance agreement~~, 70 percent of the bond shall be released. At the 1-year inspection, the remaining 30 percent shall be released. A 2-year bond may be required for vegetated stormwater facilities.

C. All activities regulated by this chapter shall be subject to inspection. ~~Any projects shall~~may be inspected at various stages of the work requiring approval to determine that adequate control is being exercised and construction practices are being accomplishedenforcement actions taken as necessary. These inspections will include, but not be limited to, the following:

1. Prior to site clearing and construction to assess site erosion potential on sites with a high potential for sediment transport;

2. During construction to verify proper installation and maintenance of required erosion and sediment control BMPs;

3. Upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities and verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater facilities;

4. All permanent stormwater facilities and catch basins in new residential developments that are part of a larger common plan of development or sale, every 6 months during the period of heaviest house construction (i.e., 1 to 2 year following subdivision approval to identify maintenance needs and enforce compliance with maintenance standards as needed).

When required, special inspections and/or testing may be required to be performed at the expense of the applicant.

D. The city manager or his/her designee may order the correction or abatement of any storm and surface water facility or condition thereof, a prohibited discharge, or illicit connection constituting a violation of this code or of the applicable manual when such facility or condition thereof has been declared to be a public nuisance. Whenever such a public nuisance is declared, a notice by certified mail shall be made to the violator directing abatement within 30 days of the receipt of the notice. If the required corrective work is not completed within the time specified, the city may proceed to abate the violation as a public nuisance. Summary abatement may be commenced without notice or a stop work order issued when the violation is of such a nature that it is an immediate hazard to life and/or property. Notwithstanding the exercise or use of any other remedy, the city manager or his/her designee may seek legal or equitable relief to enjoin any act or acts or practices which constitute a violation of this chapter.

E. Civil Penalty. In addition to or as an alternative to any other penalty provided herein, or by law, any person who violates the provisions of this chapter, the applicable manual, or an approved ~~storm water~~ stormwater management plan shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction, until the violation is corrected. In lieu of a civil penalty, the city manager or his/her designee may issue a warning notice and provide educational information on discharge practices when the violation is a first violation of this chapter, is not an intentional violation, and the discharge is determined by the city manager or his/her designee as minor. Any subsequent violation of this chapter by the same person shall not be eligible for a warning notice and shall result in a civil penalty.

F. Notice of Violation and Assessment of Penalty. Whenever the city manager or his/her designee has found or determined that a violation is occurring or has occurred he/she is authorized to issue a notice of violation directed to the violator, the property owner, or the occupant. The following provisions shall apply and notice of violation shall contain:

1. The name and address of the violator, if known;
2. The street address when available or a legal description sufficient for identification of the building, construction, premises, or land upon which the violation is occurring;

3. A statement of the nature of such violation(s);

4. A statement of action required to be taken as to be determined by the city manager or his/her designee and a date of correction.

G. The notice shall notify the owner and/or violator that:

1. The owner and/or violator has 14 days to notify the city manager or his/her designee of a proposed schedule of repair or maintenance action;

2. The owner and/or violator has 30 days after the time of notification set forth in subsection (G)(1) of this section to comply with the notice, unless, for good cause shown, the period of compliance is extended.

H. In the event the owners and/or violators fail to comply with the notice, work may be done by and under the authority of the city, at the expense of the owner and/or violator and the expense shall be charged to the owner and/or violator, and shall become a lien on the property. (Ord. 09C-09 § 1; Ord. 95C-118 § 1. Formerly 15.09.060).

15.09.090 Appeals process.

Any person aggrieved by the decision of the city manager or his/her designee in administering this chapter may appeal the decision to the city council of the city of Mercer Island by complying with the procedures set forth in Chapter 2.30 MICC. (Ord. 09C-09 § 1; Ord. 95C-118 § 1. Formerly 15.09.070).

Section 2. **Amend Chapter 15.10 MICC, Storm and Surface Water Utility.** Chapter 15.10 MICC, Storm and Surface Water Utility, is hereby amended as follows:

**Chapter 15.10
STORM AND SURFACE WATER UTILITY**

Sections:

- 15.10.010 Purpose.
- 15.10.020 Construction – Intent – Definitions.
- 15.10.030 Storm and surface water utility authority.
- 15.10.040 Studies and basin plans.
- 15.10.050 Capital improvement and planning program.
- 15.10.060 Maintenance of drainage facilities.
- 15.10.070 Storm and surface water rates.
- 15.10.080 Liability.

15.10.010 Purpose.

The purpose of this chapter is to separate the existing storm and surface water utility function from the combined sewer utility and to provide for the planning, design, construction, use, inspection and maintenance of the ~~drainage~~ stormwater systems; to minimize flooding; and to

provide for an effective system for the control and prevention of ~~storm-water~~stormwater runoff and water quality problems. This chapter supplements other city regulations regarding protection of the storm and surface water system, including the ~~storm-water~~stormwater management program, Chapter 15.09 MICC, and the interim critical area regulations. (Ord. 95C-127 § 2).

15.10.020 Construction – Intent – Definitions.

A. This chapter is enacted as an exercise of the police power of the city of Mercer Island to protect and preserve the public health, safety and welfare and its provisions shall be construed accordingly. The obligation of compliance with ~~storm-water~~stormwater regulations is upon the owner or operator of each private system, until such time as the city accepts the private system into the city drainage network under the provisions of this chapter. Nothing contained in this chapter is intended to be or shall be construed to create or form the basis of liability on the part of the city of Mercer Island, this utility, its officers, employees or agents, for any injury or damage resulting from the failure of the owner or operator of any private system to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter by the city of Mercer Island, its utility, officers, employees or agents.

B. For purposes of this chapter, the following definitions shall apply:

1. C

“City or public ~~drainage~~stormwater system” means those elements of the storm and surface water system of the city that are located on property owned by the city or in the public right-of-way, or are located on property on which the city has an easement, license or the right of use for utility purposes.

L

“Low impact development” or “LID” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“Low impact development best management practices” or “LID BMPs” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

O

“On-site stormwater management BMPs” are synonymous with LID BMPs.

3. P

“Private system or private ~~drainage~~ stormwater facility” means any element of the storm and surface water system which is not part of the public ~~drainage~~ stormwater system as defined in this chapter.

2.S

“Storm and surface water system” means the entire system within the city, both public and private, naturally existing and manmade, for the drainage, conveyance, detention, treatment and storage of storm and surface waters.

“Stormwater Treatment and Flow Control BMPs/Facilities” means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Minimum Requirement #6 (Runoff Treatment), Minimum Requirement #7 (Flow Control), or both.

4.U

“Utility” means the storm and surface water utility of the city of Mercer Island. (Ord. 95C-127 § 2).

15.10.030 Storm and surface water utility authority.

The storm and surface water utility shall have the authority, by and through the city manager or his/her designee, to plan and implement storm and surface water programs and improvements in the areas described below, and to take such other actions as are deemed necessary and are consistent with the intent of this chapter to control and manage ~~storm water~~ stormwater runoff and water quality. The utility shall have the authority to determine the priorities for working on each of the programs, based on utility funds available and a determination of which programs require primary attention to protect the public health, safety and welfare:

- A. Develop, adopt and carry out procedures to implement this chapter, including the collection and spending of revenue for operations, maintenance and capital improvements. Fund capital project planning, administration, and public education functions of utility. Incur debt and pay debt service for utility functions.
- B. Prepare engineering standards to establish minimum requirements for the design and construction of ~~stormwater~~ drainage facilities and their maintenance, consistent with the standards established in Chapter 15.09 MICC.
- C. Administer and enforce procedures relating to the planning, acquisition, design, construction and inspection of ~~storm water~~ stormwater and ~~surface water~~ facilities.
- D. Enter into any contract for the construction of ~~storm water~~ stormwater facilities with owners of real estate and to accept the facilities as municipal ~~storm water~~ stormwater facilities, with the right to recover costs and expenses, pursuant to Chapter 35.91 RCW.
- E. Accept, reject, or take other appropriate action with regard to easements offered to the utility or city.

- F. Prepare and enforce standards for the maintenance of ~~drainage~~-stormwater facilities, including retrofit measures, consistent with the standards in Chapter 15.09 MICC.
- G. Develop a program for inspection of private ~~drainage~~-stormwater facilities, consistent with the standards in Chapter 15.09 MICC.
- H. Advise commissions, the city council, city manager and other city departments on matters relating to the utility.
- I. Prepare comprehensive drainage plans for individual drainage basins for adoption by the city council.
- J. Establish and implement programs to protect and maintain water quality and to ~~limit water-quantity~~ control the duration of stormwater flows.
- K. Perform or direct the performance of financial review and analysis of the utility's revenues, expenses, indebtedness, rates and accounting, and recommend budgets, rates, and financial policy for adoption by the city council.
- L. Conduct public education programs related to protection and enhancement of ~~the stormwater~~ and surface water and ~~the municipal city drainage~~-stormwater system. (Ord. 95C-127 § 2).

15.10.040 Studies and basin plans.

The utility may conduct studies and may develop basin plans for adoption by the city council. Basin plans shall be developed according to the engineering standards in Chapter 15.09 MICC. Once a basin plan has been adopted and implemented, it may be modified as authorized by Chapter 15.09 MICC; provided the basin plan and basin-specific policies and requirements provide an equal or greater level of water quality and runoff-control protection. (Ord. 95C-127 § 2).

15.10.050 Capital improvement and planning program.

A. The city manager or his/her designee shall develop a six-year capital improvement and planning program for improvements to or modifications of the public ~~drainage~~-stormwater system, including the incorporation or extension of stormwater ~~drainage~~-systems and facilities and the acceptance of drainage easements and private drainage facilities.

AB. The city manager or his/her designee shall provide the proposed six-year capital improvement and planning program to the city council prior to the adoption of the biennial budget.

BC. The city manager or his/her designee shall provide to the city council a draft of storm and surface water rules and regulations on inspection and maintenance, basin planning, and acceptance of private systems for review and comment prior to adoption by the city manager or his/her designee of the rules and regulations. (Ord. 95C-127 § 2).

15.10.060 Maintenance of drainage facilities.

A. The utility is responsible for maintaining public ~~drainage~~stormwater systems and facilities.

B. Owners of private stormwater ~~drainage~~ systems and facilities, including but not limited to on-site stormwater management (low impact development) BMPs, flow control (detention) facilities, runoff-treatment facilities and conveyance systems, are responsible for their operation and maintenance.

C. In new subdivisions and short plats, maintenance responsibility for private drainage facilities shall be specified on the face of the subdivision or short plat.

D. If a private drainage facility serves multiple lots, then maintenance responsibility rests with the properties served by the facility, unless there is a legal document placing responsibility on some other entity. (Ord. 95C-127 § 2).

15.10.070 Storm and surface water rates.

A. General. The city council shall establish by resolution service rates for use of the ~~drainage~~stormwater system and related drainage services; such rates are in addition to connection charges and fees for specific services. The city may establish classifications of customers or service and rate structures, using any method or methods authorized by law.

B. Rate Basis. Drainage rates shall be based on revenue requirements to cover all costs of the utility, as authorized by the city council by the adoption of the biennial budget and subsequent amendments.

C. Rate Adjustments. The sufficiency of rates shall be evaluated periodically as part of the review and adoption of the annual budget. Rate adjustments shall be recommended as needed to meet revenue requirements. The recommendation shall consider equity, adequacy, costs and other factors allowed by law.

D. Billing and Collection. The utility shall develop and implement procedures and systems pertaining to the billing and collection of drainage service charges and fees in accordance with state law, and shall provide an appeal process for the review of utility bills.

E. Rate Relief. The city council may establish drainage rate relief measures for specific customer classes as authorized by law. (Ord. 95C-127 § 2).

15.10.080 Liability.

The city manager, his/her designee, or any other employee charged with the enforcement of this chapter, acting for the utility in good faith and without malice in the discharge of his/her duties shall not be liable personally for any damages which may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of such duties. (Ord. 95C-127 § 2).

Section 3. Amend Chapter 15.11 MICC, Fee In Lieu of Stormwater Detention. Chapter 15.11 MICC, Fee In Lieu of Stormwater Detention, is hereby amended as follows:

Chapter 15.11
FEE IN LIEU OF ~~STORM WATER~~STORMWATER DETENTION

Sections:

- 15.11.010 Definitions.
- 15.11.020 ~~Storm water~~Stormwater detention facilities.
- 15.11.0320 Fee in lieu.
- 15.11.0430 Annual adjustment of fee.
- 15.11.0540 Use of fee.
- 15.11.0650 Payment of fee.
- 15.11.0760 Building permit.

15.11.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A

“Applicable manual” means the Stormwater Management Manual for Western Washington (2012 manual as amended in 2014) prepared by the Washington State Department of Ecology in 2012 and amended in 2014.

D

“Developer” means the owner or builder of the property to be developed.

~~B. “Development” shall mean new development, redevelopment, or both, where a proposed new development or redevelopment creates 500 square feet of impervious area or greater, the developer shall provide storm water detention on-site to mitigate the impact of the development or when approved by the city engineer, pay a fee in lieu of detention. However, neither detention nor the fee will be applicable when the city engineer determines, in his/her sole discretion, that there will be no material adverse impact to the system capacity and/or water quality.~~

I

“Impervious surface” means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

N

“New development” means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development.

R

“Redevelopment” means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities.

D. “Developer” shall mean the owner or builder of the property to be developed.

E-S

“Subdivision” shall mean the division of, or the act of division of, land into two or more lots for the purposes of building development including short subdivisions and long subdivisions. (Ord. 00C-08 § 1).

15.11.020 Storm waterstormwater detention facilities.

The city of Mercer Island adopted a storm waterstormwater management program through Ordinance No. 95C-118. The applicable manual is adopted in MICC 15.09.050 The program identifies the Washington State Department of Ecology’s Stormwater Management Manual for the Puget Sound Basin as the minimum standards for storm water management. These standards and includes criteria for storm waterstormwater detention facilities. (Ord. 00C-08 § 1).

15.11.0320 Fee in lieu.

A. The developer may pay a fee in lieu of constructing the storm waterstormwater detention facilities required by 15.09.050 this section or by Chapter 15.09 MICC, Storm Water Management Program, when authorized by the city engineer. The fee is based on 100 percent of the estimated cost of constructing a detention facility on-site and excludes the costs associated with designing such a facility. The developer shall submit to the city engineer a ¼ mile downstream analysis and calculations determining the total new plus replaced impervious surface area as the basis for determining the fee amount by the city engineer. Appendix 1—Minimum Storm Water Detention Fee, shall be used to determine the fee based on the total impervious area calculated.

B. If the total impervious area of a development or addition exceeds the areas shown in Appendix 1, the fee will be based on the estimated cost of constructing on-site detention. In this case, the developer shall hire a licensed civil engineer to calculate the size of detention system and prepare a cost estimate for construction of the system for review by the city engineer.

CB. A developer will not have the option to pay a fee in lieu of constructing a storm waterstormwater detention facility if, in the opinion of the city engineer, undetained runoff from the development may materially adversely exacerbate an existing problem. (Ord. 00C-08 § 1).

15.11.0430 Annual adjustment of fee.

The fees ~~are established by the city engineer and in Appendix 1~~ shall be adjusted upward on July 1, 2001, and every July 1 thereafter by multiplying the rates in effect on the prior July 1 by 100 percent of the percentage increase in the Consumer Price Index (CPI) for the 12-month period ending the preceding April. The fees shall remain the same in the event the CPI indicates a decrease. If the index ceases to be published on a monthly basis, the adjustment shall be based on the CPI for the most recent 12-month period. The CPI to be used shall be the Consumer Price Index – All Urban Consumers as published by the United States Department of Labor for the Seattle/Tacoma/Bremerton Metropolitan area. In the event the Department of Labor ceases to publish such an index for the Seattle/Tacoma/Bremerton Metropolitan area, then its index for the Puget Sound region or the state shall be used. (Ord. 00C-08 § 1).

15.11.0540 Use of fee.

A fee paid in lieu of constructing ~~storm water~~stormwater detention at the development ~~or addition~~ shall be held by the city of Mercer Island’s ~~storm water~~stormwater utility for the construction of ~~storm water~~stormwater management projects designed to serve the immediate or future needs of the city to reduce ~~storm water~~stormwater flooding and/or erosion, and to enhance water quality, in ravines and watercourses. (Ord. 09C-02 § 1; Ord. 00C-08 § 1).

15.11.0650 Payment of fee.

Payment of the fee shall be made based on the following:

- A. Single-Lot Development ~~or Addition~~. Prior to the issuance of a building permit; or
- B. Subdivision. Prior to recording the final subdivision. Payment may be deferred by the city engineer to issuance of a building permit when determined to be in the best interest of the city. (Ord. 00C-08 § 1).

15.11.0760 Building permit.

No building permit shall be issued for development as provided herein, until all requirements of this chapter are met to the satisfaction of the city engineer. (Ord. 00C-08 § 1).

Appendix 1

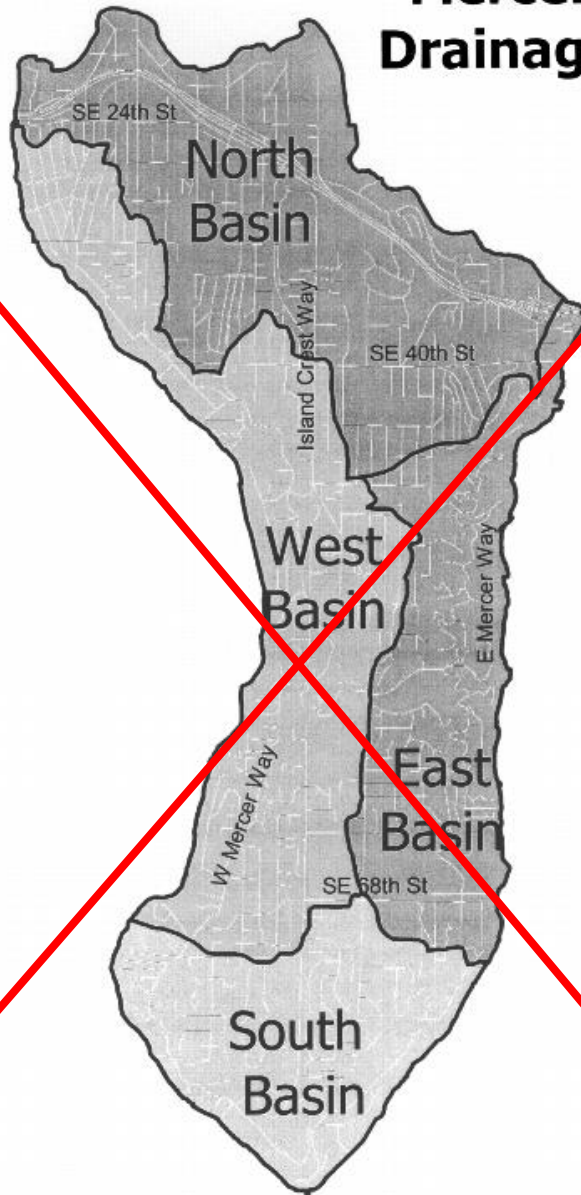
Minimum Storm Water Detention Fee*	
Impervious Surface Area	Fee
Less than 1,000 sq. ft.	\$5,500
1,000 – 2,000 sq. ft.	\$6,260
2,000 – 3,000 sq. ft.	\$6,800
3,000 – 4,000 sq. ft.	\$7,320
4,000 – 5,000 sq. ft.	\$7,850
5,000 – 6,000 sq. ft.	\$8,375
6,000 – 7,000 sq. ft.	\$8,900

7,000—8,000 sq. ft.	\$9,425
8,000—9,000 sq. ft.	\$9,950
9,000—10,000 sq. ft.	\$10,500
greater than 10,000 sq. ft.	**

~~* If the city engineer determines, in his/her sole discretion, that actual construction costs would exceed the fee determined in accordance with Appendix 1 by more than 25 percent, the fee shall be adjusted to be equal to city engineer's construction cost estimate.~~

~~** Fees for impervious areas exceeding 10,000 square feet shall be determined on a case-by-case basis. The applicant's engineer shall calculate the size of the detention system necessary for the project and develop a construction cost estimate. The cost estimate shall be the amount of the fee upon approval by the city engineer.~~

Mercer Island Drainage Basins



Map printed May 8, 2000

Mercer
Island
Geographic
Information
Systems



Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality does not affect the validity of any other section, sentence, clause or phrase of this ordinance.

Section 5. Application. Pursuant to Western Washington Phase II Municipal Stormwater Permit requirement S5.C.4 and the G20 letter extending the City's deadline to adopt new regulations granted by the State of Washington Department of Ecology, the stormwater regulations in this ordinance shall apply to all applications submitted on or after July 6, 2017 and shall apply to applications submitted prior to July 6, 2017, which have not started construction by January 1, 2022.

Section 6. Effective Date. This ordinance shall take effect and be in force on July 5, 2017, provided that said effective date is 5 days or more after passage and publication of this ordinance.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 19th day of June 2017, and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

Approved as to Form:

ATTEST:

Kari L. Sand, City Attorney

Allison Spietz, City Clerk

Date of Publication: _____



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

**AB 5315
June 19, 2017
Consent Calendar**

**2017 ARTERIAL AND RESIDENTIAL STREET
OVERLAYS BID AWARD**

Proposed Council Action:
Award the project.

DEPARTMENT OF	Public Works (Clint Morris)
COUNCIL LIAISON	n/a
EXHIBITS	1. Project Location Map
2017-2018 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$ 1,377,211
AMOUNT BUDGETED	\$ 1,644,000
APPROPRIATION REQUIRED	\$ 0

SUMMARY

BACKGROUND

The 2017 Arterial and Residential Street Overlays project is the combination of arterial and residential street paving into one contract for construction scheduled this summer. The project includes a pavement preservation overlay of West Mercer Way from I-90 to Roanoke Way and residential street repaving in two different Island neighborhoods. As designed, this project will resurface 1.3 miles of the City's 83.5 miles of publicly maintained roadways.

Design work began in February 2017. Final plans, specifications, and cost estimates were completed in early May and the project was then advertised for bids. Three bids were received and staff is ready to award a construction contract.

PROJECT DESCRIPTION

The project has been divided into four schedules, as described below. Schedule A and part of Schedule D relate to Arterial Streets. Schedules B, C, and part of Schedule D relate to Residential Streets. Locations are shown on Exhibit 1.

Schedule 'A' is the repair and resurfacing of West Mercer Way from I-90 north to Roanoke Way. This arterial roadway received a thin hot mix asphalt (HMA) overlay back in 1994 by WSDOT. Its 2016 Pavement Condition Index (PCI) rating is at the bottom of the "Fair" bracket. Current project scope includes grinding off the 1994 pavement layer, performing repairs to the underlying asphalt roadway, and then placing a 2" thick HMA overlay. Additionally, about 300 feet of asphalt sidewalk will be replaced to correct root damage, sunken areas, a section narrower than 5 feet in width, and a short piece of dirt path.

This project was added to the TIP in 2014 due to its low PCI rating, with a budget of \$150,500. During 2017 design work, more pavement repair and sidewalk replacement areas were identified than originally scoped in 2014. This, coupled with rising HMA prices, has increased the cost of the project since its inclusion in the TIP. The engineer's estimated construction cost at completion of design was \$140,829.

Schedule 'B' is the resurfacing of residential streets at SE 61st Street (8200 block to 86th Avenue), SE 62nd Street (84th to 86th Avenues), 85th Place and 86th Avenue (6000 block to SE 62nd Street), in the southern half of the Island. This neighborhood was constructed in the late 1960's and received a chip seal in 1984. These pavements currently have extensive full-depth alligator cracking and their PCI ratings are in the "Poor" and "Very Poor" brackets. The scope of work for this schedule involves removing nearly all of the existing asphalt pavement, regrading the crushed rock base, and repaving with hot mix asphalt. This work was estimated to cost \$554,785 to construct.

Schedule 'C' is the repaving of residential streets at 85th Avenue (from SE 40th Street to 4200 block), and 89th and 90th Avenues (both from SE 40th Street to one block south). Original construction of these roads date to the late 1950's. All three received chip seals in 1987. Both 89th and 90th have significant areas of alligator cracking and their PCI ratings are "Failed"; 85th Avenue has a PCI of "Fair". The scope of work for these roads involves areas of pavement removal and patching followed by a 2" HMA overlay. The estimated construction cost for this work was \$258,040.

Schedule 'D' involves pavement repairs along North Mercer Way (an arterial) and along SE 68th/70th Street (a residential collector street). The North Mercer Way work is near Covenant Shores and will grind and repave three sunken areas of the westbound lane to provide a smoother ride. The patching on SE 68th/70th Street will repair numerous localized alligator cracking areas and minor root damage in advance of a chip seal planned for 2018. The current PCI of SE 68th/70th Street is "Fair"; the patching and chip seal will restore this roadway to a PCI of "Good". These above repairs, estimated to cost \$70,900, were combined into this contract for economy of scale. The costs associated with this schedule will be split between the Arterial Preservation Program and the Residential Street Improvement Program.

At completion of design work, the total estimated construction cost for all four work schedules was \$1,024,554.

BID RESULTS AND AWARD RECOMMENDATION

Three construction bids for the project were received and opened on June 1, 2017. The lowest responsible bid was received from Lakeridge Paving Company, in the amount of \$1,143,313, for Schedules 'A', 'B', 'C', and 'D'. Lakeridge Paving has a good history of completing projects within the time frame and to the satisfaction of the contracting agency. Lakeridge Paving has successfully completed numerous roadway resurfacing projects for the City in the past with no issues, including last year's Island Crest Way Resurfacing Phase 2 project, the 2014 Arterial and Residential Street Overlays, and the 2008 North Mercer Way Overlay. Additionally, review of the Labor and Industries (L&I) website confirms Lakeridge Paving is a contractor in good standing, with no license violations, outstanding lawsuits, or L&I tax debt. Staff's review of the bid submittals and reference checks, as required by State law and outlined in the bidding documents, confirms Staff's recommendation to award all four schedules of the 2017 Arterial and Residential Street Overlays project to Lakeridge Paving Company as the lowest responsible bidder. The bid results for the project are shown in the following table.

2017 ARTERIAL AND RESIDENTIAL STREET OVERLAYS CONSTRUCTION BID RESULTS				
	Engineer's Estimate	Lakeridge Paving Co.	ICON Materials	Watson Asphalt Paving
Schedule A - WMW Arterial Overlay	\$140,829.00	\$192,235.00	\$216,574.00	\$216,686.00
Schedule B - South Residential Overlay	\$554,785.00	\$584,040.00	\$523,515.00	\$582,710.00
Schedule C - North Residential Overlay	\$258,040.00	\$291,413.00	\$341,624.00	\$334,780.00
Schedule D - Pavement Repairs	\$70,900.00	\$75,625.00	\$106,560.00	\$118,610.00
Total Bid Amount	\$1,024,554.00	\$1,143,313.00	\$1,188,273.00	\$1,252,786.00

Adding amounts to each schedule for construction contingency, design, inspection services, contract administration, and 1% for the Arts brings the project's total estimated cost to \$1,377,211. Construction contingency for City street projects has been reduced to 8% in recent years (from 10%), based on actual project contingency costs ranging from 3% to 7%. The table below summarizes the overall project costs and available budget amounts.

To cover the higher cost of the West Mercer Way Preservation Overlay, additional funding of \$95,000 will be reallocated from the existing Arterial Preservation Program, within the 2017-2018 Biennial Budget.

2017 ARTERIAL AND RESIDENTIAL OVERLAYS PROJECT BUDGET				
Description	Arterial Overlay	Residential Overlays	Pavement Repairs	TOTAL
Construction Contract				Award to Lakeridge Paving
Schedule A - WMW Arterial Overlay	\$192,235			\$192,235
Schedule B - South Residential Overlays		\$584,040		\$584,040
Schedule C - North Residential Overlays		\$291,413		\$291,413
Schedule D - Pavement Repairs		\$47,295	\$28,330	\$75,625
Total Construction Contract	\$192,235	\$922,748	\$28,330	\$1,143,313
Construction Contingency @ 8%	\$15,379	\$73,820	\$2,266	\$91,465
Project Design	\$19,000	\$33,000	\$1,000	\$53,000
Inspection Services	\$10,000	\$30,000	\$1,500	\$41,500
Contract Administration / Project Management	\$8,000	\$27,000	\$1,500	\$36,500
1% for the Arts	\$1,922	\$9,227	\$283	\$11,433
Total Project Budget	\$246,536	\$1,095,795	\$34,880	\$1,377,211
2017-2018 Budget - WMW Preservation Overlay	\$152,000			\$152,000
2017-2018 Budget - Residential Streets		\$1,352,000		\$1,352,000
2017-2018 Budget - Arterial Preservation	\$95,000		\$45,000	\$140,000
Total Budget Available for Project	\$247,000	\$1,352,000	\$45,000	\$1,644,000
Budget Remaining	\$464	\$256,205	\$10,120	\$266,789

Construction activities on the 2017 Arterial and Residential Street Overlays contract are tentatively scheduled to begin in mid-July. Work on West Mercer Way will be scheduled to avoid Seafair week. All work on the project should be completed by mid-October. Staff will be sending letters out this week to all residents living on the streets affected by the paving, explaining to them the scope of the work, the tentative construction schedule, and providing Staff contact information. Notification signage will be installed a week prior to the start of major roadway work. Staff will also be posting periodic project updates to MI Weekly.

RECOMMENDATION

Street Engineer

MOVE TO: Award Schedules 'A', 'B', 'C', and 'D' of the 2017 Arterial and Residential Street Overlays project to Lakeridge Paving Company in the amount of \$1,413,313. Set the total project budget to \$1,377,211 and direct the City Manager to execute the contract.

CITY OF MERCER ISLAND KING COUNTY WASHINGTON

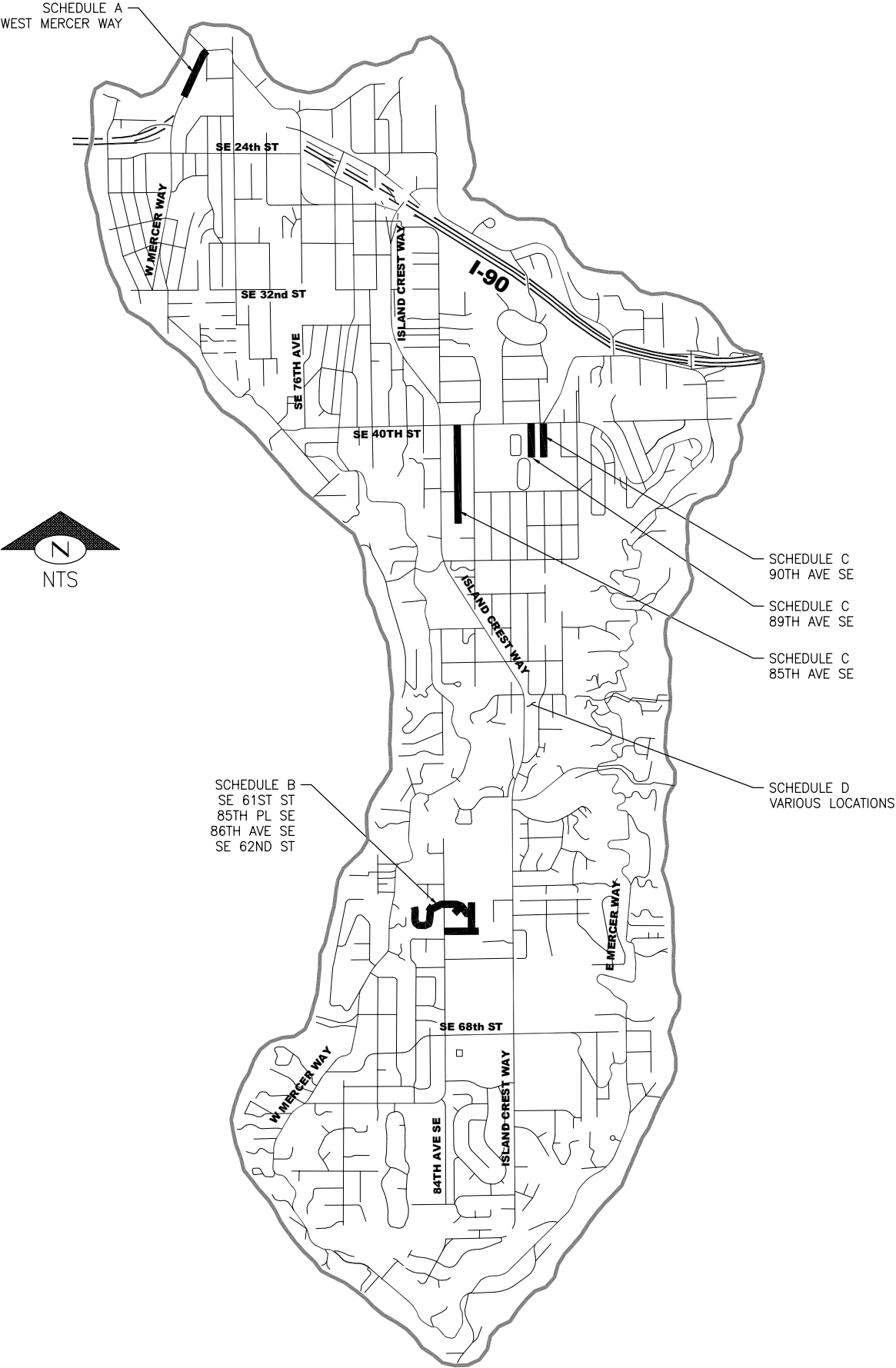


2017 ARTERIAL AND RESIDENTIAL STREET OVERLAYS

PROJECT NUMBERS: WR717R (WEST MERCER WAY)
WR101R (RESIDENTIAL STREETS)
WR110R (PAVEMENT REPAIRS)

MAY 2017

BID DOCUMENT



SHEET INDEX

1	COVER
2	NOTES, LEGEND, AND QUANTITIES
3	TYPICAL SECTIONS
4-5	SCHEDULE A - WEST MERCER WAY ARTERIAL OVERLAY
6-10	SCHEDULE B - SOUTH RESIDENTIAL STREET OVERLAYS
11-14	SCHEDULE C - NORTH RESIDENTIAL STREET OVERLAYS
15	SCHEDULE D - PAVEMENT REPAIRS
16-17	DETAILS

File: Z:\2017 Projects\7001 Mercer Island 2017 Overlays\Plans\2017 MI Overlays - 3 - Cover.dwg ID: john Date: 18-May-17 4:25:18pm



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

**AB 5295
June 19, 2017
Consent Calendar**

**ADOPTION OF THE 2018-2023
TRANSPORTATION IMPROVEMENT PROGRAM**

Proposed Council Action:

Adopt 2018-2023 Transportation Improvement Program

DEPARTMENT OF	Development Services Group (Patrick Yamashita)
COUNCIL LIAISON	n/a
EXHIBITS	1. Detail of Expenditures & Street Fund Balance 2. Summary of Comments from the PTA and PTSA
2017-2018 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

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

SUMMARY

BACKGROUND

The Six-Year Transportation Improvement Program (TIP) is a planning tool used to identify specific projects that work together to maintain, preserve and maximize use of the existing roadway and trail systems. RCW 35.77.010 requires cities to formally adopt a TIP annually.

COUNCIL DIRECTION TO STAFF

On May 15, 2017 (AB 5294), the City Council held a public hearing and reviewed the draft TIP following a presentation by staff. The City Council did not request any changes to the TIP. Exhibit 1 reflects the TIP as proposed in AB 5294 with no modifications. However, the City Council directed staff to seek feedback from Neighbors in Motion (NIM) regarding their opinion on pedestrian and bicycle facilities. NIM is a group of Mercer Island residents who support and advocate on behalf of Mercer Island cyclists and pedestrians to improve bicycle and pedestrian safety on the Island. The feedback was specific to the following question:

What is NIM's priority between new bicycle facilities on SE 40th Street east of Island Crest Way (project C2) and more paved shoulders on the Mercer Ways?

Neighbors in Motion response: We discussed over the weekend and think the higher priority is the SE 40th work. As we discussed after the way finding meeting on Thursday, the presence of children/high traffic and multiple destination points (school, churches, pool, boys and girls club) means that it is important we have great facility improvements (sidewalks/bike lane/sharrows) that will make it safer for students, cyclists and drivers. It will also serve to link two sections of bike/ped trail which moves us further along the path of a continuous North/South route. The Mercers continue to be important, but

there are projects in place for that (albeit---slow). Between the two we believe the SE 40th Corridor is the more important.

COMMENTS FROM PTA AND PTSA

During the public comment period, the Lakeridge Elementary PTA General Membership and the Islander Middle School PTSA Board of Directors each submitted a letter to staff with a list of comments. On April 18, staff met with representatives from the PTA and PTSA near Islander Middle School to discuss their concerns in person. Staff had a series of discussions with representatives from the Mercer Island School District and have implemented several pedestrian safety improvements. Additional improvements are scheduled to be completed during the 2017 summer break and other improvements will be evaluated further. See Exhibit 2 for a list of the PTA and PTSA comments and how each were addressed.

RECOMMENDATION

City Engineer

MOVE TO: Adopt the 2018-2023 Transportation Improvement Program as reflected in Exhibit 1 to AB 5295.

SIX-YEAR TRANSPORTATION PROGRAM

Detail of Expenditures for 2018 - 2023

	PROJECTS	STATUS	COMMENTS	2018	2019	2020	2021	2022	2023
A.	Residential Streets Preservation Program								
1	Residential Street Resurfacing		Project includes HMA overlays and seal coats	789,000	880,593	563,579	952,449	609,568	1,030,169
	Sub-total Residential Street Preservation Program			\$789,000	\$880,593	\$563,579	\$952,449	\$609,568	\$1,030,169
B.	Town Center Street Improvements								
1	Town Center Streets - North					531,174			
2	Town Center Streets - South					493,132			
	Sub-total Town Center Street Reconstruction			\$0	\$0	\$1,024,306	\$0	\$0	\$0
C.	Arterial Streets Improvements								
1	Arterial Preservation Program			70,000	70,000	70,000	70,000	70,000	70,000
2	SE 40th St Corridor (ICW - 88th Ave SE)	Modified	Removed right turn lane; Added East bound bike lane; \$90K Design in 2017	780,162					
3	Island Crest Way (3100 Block - SE 27th St)	Modified	Deferred 1 year to 2018	390,000					
4	78th Ave SE (SE 34th St - SE 39th St)	New	Chip seal	67,060					
5	SE 53rd Place (ICW - EMW)		Chip seal (no PBF improvement); Revised cost estimate	106,375					
6	East Mercer Way (SE 70th Pl - WMW)		Chip seal; Revised cost estimate	297,565					
7	East Mercer Way (SE 44th St - SE 70th Pl)		HMA overlay in two Phases. Includes approximately \$100K in PBF reinvestment		695,474		752,200		
8	SE 40th St (76th Ave SE - 78th Ave SE)		New curb on North side and rebuild roadway		327,928				
9	North Mercer Way (7450 - 76th Ave SE)	New	Grind and HMA overlay		155,000				
10	SE 68th St and SE 70th Pl (ICW - EMW)		HMA overlay			525,000			
11	North Mercer Way (7450 - Roanoke)	New	Chip seal				133,000		
12	West Mercer Way (SE 72nd St - East Mercer Way)	New	Chip seal				283,000		
13	Gallagher Hill Road (SE 36th St - SE 40th St)		HMA overlay. Will be done in conjunction with PBF project D8					532,400	
14	SE 36th St (Gallagher - EMW)	New	Grind and HMA overlay						843,300
	Sub-total Arterial Street Improvements			\$1,711,163	\$1,248,401	\$595,000	\$1,238,201	\$602,400	\$913,300
D.	Pedestrian and Bicycle Facilities (PBF) - New Facilities								
1	PBF Plan Implementation			45,000	45,000	45,000	45,000	45,000	45,000
2	ADA Compliance Plan Implementation	New			75,000		75,000		75,000
3	Aubrey Davis Park Regional Multiuse Corridor Plan	Modified	State Transportation Budget does not include funding for this project in 2017	150,000					
4	Way Finding Sign Program Implementation	New	Phase 1 - Trail Signage; Staff will pursue grant funding		30,000				
5	East Mercer Way Roadside Shoulders - Phase 1 I		Clarke Beach to Avalon Drive					465,400	
6	West Mercer Way Roadside Shoulders - Phase 2	New	7400 block to SE 70th St			351,000			
7	Crosswalk Improvement (SE 36th St and NMW)		RRFB. Refuge Island and Rechannelization		65,000				
8	Gallagher Hill Sidewalk Improvement (SE 36th St - SE 40th St)		Sidewalk Improvements. Will be done in conjunction with overlay project C13					444,815	
	Sub-total Pedestrian & Bicycle (PBF) - New Facilities			\$195,000	\$215,000	\$396,000	\$120,000	\$955,214	\$120,000
E.	Other Transportation Projects								
1	Pavement Marking Replacement			77,000	75,125	78,130	81,255	84,506	87,886
2	ROW - Tree Maintenance			137,834	140,590	143,401	146,270	149,195	152,179
3	ROW - Tree Assessment Plan		New program in 2017 to provide a tree condition survey in ROW on Mercer Ways	50,000	51,750	53,561	55,436	57,376	59,384
	Sub-total Other Transportation Projects			\$264,835	\$267,465	\$275,093	\$282,961	\$291,077	\$299,449
F.	Other Transportation Activities and Management								
1	Transportation Management Expenses		Staff/management costs not directly associated with construction projects	192,766	202,403	212,523	223,150	234,307	246,022
2	Transportation Engineering		Includes Transportation Engineer, Engineering Services and Spot Repairs	190,528	200,054	210,057	220,560	231,588	243,167
3	Metro Transit Shuttle Service		Council voted to add Metro Shuttle Service in Apr 2015 (AB5058)	80,000	80,000	80,000	80,000	80,000	80,000
4	DSG - Right of Way Inspections			32,710	34,346	36,063	37,866	39,759	41,747
5	Mobile Asset Data Collection and Technology Projects		Pavement Condition and Sign Inventory (3 yr cycle)		84,000			84,000	
	Sub-total Other Transportation Activities & Management			\$496,004	\$600,803	\$538,643	\$561,576	\$669,654	\$610,937
	TOTAL PROJECT COSTS			\$3,456,002	\$3,212,262	\$3,392,621	\$3,155,186	\$3,127,913	\$2,973,855
G.	Unfunded Projects								
1	East Link Mitigation Projects		UNFUNDED. Mitigation by Sound Transit prior to Light Rail Station operation		TBD	TBD	TBD	TBD	
2	SRTS - Madrona Crest (86th Ave.-SE 36th to 39th) Ph 2		UNFUNDED until need for impvt is confirmed after Northwood opens		340,000				
3	SRTS - 92nd Ave SE (SE 40th to 41st)		UNFUNDED until need for impvt is confirmed after Northwood opens		200,000				
	Sub-total Unfunded Projects			N/A	N/A	N/A	N/A	N/A	N/A

SIX-YEAR TRANSPORTATION PROGRAM

Street Fund Balance

2018 - 2023

RESOURCES	COMMENTS	2018	2019	2020	2021	2022	2023
Beginning Fund Balance		\$ 3,573,015	\$ 2,723,013	\$ 2,193,250	\$ 1,505,629	\$ 1,099,943	\$ 780,031
Revenues							
Real Estate Excise Tax		1,642,000	1,703,500	1,768,000	1,834,500	1,904,000	1,976,000
Fuel Tax		500,000	487,000	475,000	463,000	452,000	440,000
MI Transportation Benefit District	<i>Ordinance 14C-11 (Oct 2014)</i>	350,000	350,000	350,000	350,000	350,000	350,000
Transportation Impact Fees	<i>Ordinance 16C-01 (Jan 2016)</i>	50,000	40,000	40,000	30,000	30,000	40,000
City of Seattle	<i>Metro Transit Shuttle Service</i>	40,000	40,000	40,000	40,000	40,000	40,000
State Shared - Multimodal Transportation	<i>ESSB 5987 (July 2015)</i>	24,000	32,000	32,000	32,000	32,000	32,000
Grant - Way Finding Sign Program		-	30,000	-	-	-	-
Total Revenues		\$ 2,606,000	\$ 2,682,500	\$ 2,705,000	\$ 2,749,500	\$ 2,808,000	\$ 2,878,000

EXPENDITURES	COMMENTS	2018	2019	2020	2021	2022	2023
A. Residential Streets Preservation Program		789,000	\$880,593	\$563,579	\$952,449	\$609,568	\$1,030,169
B. Town Center Street Reconstruction		-	-	1,024,306	-	-	-
C. Arterial Street Improvements		1,711,163	1,248,401	595,000	1,238,201	602,400	913,300
D. Pedestrian & Bicycle Facilities - New Facilities		195,000	215,000	396,000	120,000	955,214	120,000
E. Other Transportation Projects		264,835	267,465	275,093	282,961	291,077	299,449
F. Other Transportation Activities and Management		496,004	600,803	538,643	561,576	669,654	610,937
Total Expenditures		\$ 3,456,002	\$ 3,212,262	\$ 3,392,621	\$ 3,155,186	\$ 3,127,913	\$ 2,973,855
Ending Fund Balance (excluding reserves)		\$ 2,723,013	\$ 2,193,250	\$ 1,505,629	\$ 1,099,943	\$ 780,031	\$ 684,175

FUND RESERVES AND DESIGNATIONS	COMMENTS	2018	2019	2020	2021	2022	2023
Working Capital Reserve		200,000	200,000	200,000	200,000	200,000	200,000
Impact Fees Collected	Project(s) TBD	150,466	190,466	230,466	260,466	290,466	330,466
Designated - TC Streets North Paving (BI in 2020)		99,684	99,684	99,684			
Ending Fund Balance (available)		\$ 2,272,863	\$ 1,703,100	\$ 975,479	\$ 639,477	\$ 289,565	\$ 153,709

UNFUNDED		2018	2019	2020	2021	2022	2023
East Link Mitigation Projects			TBD	TBD	TBD	TBD	
Safe Routes to School - Madrona Crest Phase 2			340,000				
Safe Routes to School - 92nd Ave			200,000				

Summary of Comments from the Lakeridge PTA and Islander Middle School PTSA

1. Improve fencing near 84th Ave SE Islander Middle School Crosswalk and Parent Drop-off Loop

- Staff collaborated with the Mercer Island School district (MISD) to remove the split rail wood fence and replace it with a chain link fence. The work was completed in mid-May.

2. Review pedestrian and traffic safety at 84th Ave SE and SE 72nd St

- Staff communicated closely with the MISD Transportation Director, David Bynum, regarding intersections in this corridor. MISD has indicated that the intersection of 82nd Ave SE (not 84th Ave SE) and SE 72nd St is the preferred “safe walk route” location for students to cross. The sole IMS crossing guard/flagger is stationed at 82nd Ave SE and SE 72nd St.
 - MISD will further assess the need for a second crossing guard/flagger to be stationed at 84th Ave SE and SE 72nd St.
- Staff cleared vegetation to improve sight lines and will be making additional sight line improvements at this intersection.
- Installing a crosswalk across the SE 72nd St Curve at this intersection is not recommended by both City engineering staff and MISD transportation staff, due to limited sight lines along the curve. This was emphasized during the field visit.

3. Review pedestrian and traffic safety at 82nd Ave SE and SE 71st St

- Currently this location does not warrant to be a full stop controlled intersection.
- Staff will trim back vegetation on the NW corner and SE corner of the intersection to improve sight lines.

4. Review bike and pedestrian safety on 84th Ave SE (between SE 68th St and SE 72nd St)

- East side of 84th Ave SE (between SE 72nd St and SE 71st St): Staff widened the walking path by laying gravel on the back side of the sidewalk.
 - The City will consider widening the width to 6 feet when this sidewalk becomes in need of replacement in the future.
- East side of 84th Ave SE (between SE 71st St and SE 68th St): The slopes at the back of the sidewalk are too steep to practically place gravel to widen the walking path. Sight lines at the intersections along this walkway are adequate.
- West side of 84th Ave SE (between SE 71st St and SE 68th St): Staff will trim bushes/vegetation one foot from the back of sidewalk to improve pedestrian flow and improve sight lines at driveways. This vegetation has typically been planted by property owners within the public right-of-way.
- Intersection of 84th Ave SE and SE 68th St: Staff will gather more data to determine if the northbound to eastbound right turn warrants a change from a yield to a stop.
- Staff Comment: Additional signage improvements will be made within this corridor.

5. Widen entrance and reduce berm during renovation of South Mercer Playground

- Staff will coordinate with MISD to conduct improvements.
- Vegetation was cleared to significantly improve sight lines along the playfield entrance earlier this year.

6. Safety improvements and traffic calming on Island Crest Way (SE 68th St to SE 78th St)

- Staff has been coordinating with the MISD and the Police Department to make improvements to this area, which will include:
 - Clearing vegetation at specific locations to improve sight lines.
 - Refreshing gravel shoulders to improve access to school buses.
 - Refreshing worn out pavement marking.
 - Installing a crosswalk across Island Crest Way at SE 72nd Pl.
 - Installing a mobile Speed Limit Radar Sign (courtesy of MIPD)

Staff will continue to work with the PTA/PTSA and the MISD to address concerns and coordinate improvements.



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

**AB 5316
June 19, 2017
Regular Business**

**PUBLIC HEARING ON FREEMAN AVENUE
STREET VACATION**

Proposed Council Action:

Conduct public hearing and adopt Ordinance No. 17-16 granting the street vacation.

DEPARTMENT OF

Public Works (Jason Kintner)

COUNCIL LIAISON

n/a

EXHIBITS

1. Resolution No. 1529
2. Proposed Ordinance No. 17-16
3. Mercer Island Inventory of all Rights-of-Way Abutting Lake Washington
4. Freeman Avenue ROW Suitability Study
5. Freeman Avenue Appraisal & Executive Summary

2017-2018 CITY COUNCIL GOAL

n/a

APPROVED BY CITY MANAGER

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

SUMMARY

A street vacation is the termination of the public interest in a right-of-way; it extinguishes the easement for public travel that is represented by the right-of-way. Street vacations are governed by chapter 35.79 RCW and Mercer Island City Code ("MICC") 19.09.070. On May 15, 2017, the Mercer Island City Council passed Resolution No. 1529 (Exhibit 1), initiating proceedings for the vacation of a portion of Freeman Avenue SE.

On June 7, 2017, the Mercer Island Planning Commission conducted a public hearing (ZTR17-005) and unanimously approved the recommendation to vacate a portion of Freeman Avenue. No public comment was made during the public hearing, and to date, the City has received no letters of objection to the proposed street vacation.

Pertinent to RCW 35.79 and MICC 19.09.070, a public hearing is required prior to vacating the right-of-way. The public hearing will be conducted at the June 19, 2017 City Council meeting. Following the public hearing, the Council will consider Ordinance No. 17-16 (Exhibit 2), vacating a portion of Freeman Avenue SE, for adoption.

BACKGROUND

On February 24, 2016, the City discovered a landslide on Freeman Avenue, which compromised the road and hillside. The roadway includes City right-of-way that services five abutting properties and a private road, which serves two abutting properties. Freeman Avenue is also home to a City sewer pump station, storm

water infrastructure and Freeman Landing. Zoned as public right-of-way, Freeman Landing is an undeveloped street end below the roadway. City staff has historically used the right-of-way and a portion of the abutting private properties to access the sewer pump station. Given the topography of the site, access to the pump station is severely limited; slopes are estimated to be 35% or greater. In addition, Freeman Avenue is located near a geologic fault line and has historically been prone to landslides.

The damaged portion of the roadway is located on both City right-of-way and private property. Vacating a portion of Freeman Avenue, while retaining easements for City infrastructure, allows for a resolution that is beneficial to all parties involved. Through private agreement, vehicular access will be maintained to all impacted properties. Private repairs to the hillside and damaged roadway can be completed at a significantly lower cost than if the City managed the project, which would require compliance with all Washington State public bidding requirements, City standards for public transportation construction, and Washington State Department of Transportation Manual Specifications, adding significant time and cost to the project.

PROPOSED STREET VACATION

In accordance with MICC 19.09.07, staff has completed the inventory of all rights-of-way (Exhibit 3) and the study for suitable uses (Exhibit 4). As a condition of the vacation, the property owners abutting the proposed vacation area are required to pay fair market value as determined by a property appraisal. The appraised value must be based on the highest and best use, considering easements and other public rights. The proposed vacation area (approximately 10,174 square feet) has been appraised by Valbridge Property Advisors/Allen Brackett Shedd with a value determination of \$450,000 (Exhibit 5).

As noted, the landslide damaged both existing City right-of-way and private property. Estimated costs to the abutting property owners (privately managed repair) to stabilize the hillside and restore the roadway within the city right-of-way is \$106,609. The abutting property owners have requested a deduction in the fair market value for the cost of repairs, which will be completed within the area that is to be vacated. The City will acquire additional ingress/egress easements for use of the abutting property owner's staircase, providing immediate and direct land access to the sewer pump station.

Additionally, the vacation of Freeman Avenue and the second class tidelands will result in the abutting property owner having two docks on the property. Per MICC 19.07.110(E)(4), only one noncommercial moorage facility is authorized per upland residential waterfront lot. Thus, the removal of the City's dock which was used for access to the sewer pump station is required. Estimated costs for permitting and removal of this dock is \$13,500. A subsequent request has been received from the abutting property owner to deduct these costs from the fair market value. At the City's request, the abutting property owner has granted an easement for ingress/egress for use of the existing private dock. This easement will ensure the City waterfront access to the sewer pump station.

Following the public hearing on June 19, all legal requirements for granting this street vacation have been met. Vacating a portion of Freeman Avenue, while retaining all easements for City utility infrastructure satisfies City maintenance needs and allows for a resolution that is beneficial to all parties involved. Staff recommends approving the street vacation, including the deductions of \$106,609 for the road repair and \$13,500 for the removal of the dock. In total, \$329,891 in revenue will be generated from the vacation of a portion of Freeman Avenue, which will be deposited in the Capital Improvement Fund and be used in accordance with RCW 35.79.035(3).

RECOMMENDATION

Public Works Director

MOVE TO: Adopt Ordinance No. 17-16 vacating a portion of Freeman Avenue SE in the City of Mercer Island, Washington.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1529**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON
INITIATING PROCEEDINGS FOR THE VACATION OF A PORTION OF
FREEMAN AVE SE AND FIXING A TIME FOR A PUBLIC HEARING**

WHEREAS, the City Council has determined that it is in the public interest to initiate vacation proceedings for the vacation of a portion of Freeman Avenue Southeast, situated within the City of Mercer Island, King County, and legally described as follows:

THAT PORTION OF FREEMAN AVENUE ACCORDING TO THE REPLAT OF ISLAND PARK, RECORDED IN VOLUME 13 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, BLOCK B OF SAID REPLAT, THENCE S.49°03'00"W., 250.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE S.40°57'00"E., 60.00 FEET TO THE EASTERLY LINE OF FREEMAN AVENUE.

TOGETHER WITH THE SECOND CLASS TIDELANDS ADJOINING.

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

1. That having found it to be in the public interest, the City Council hereby initiates vacation proceedings under the provisions of Chapter 35.79 RCW and MICC 19.09.070 to vacate the above described portion of Freeman Avenue Southeast;
2. That the Planning Commission shall hold a public hearing, review the proposed street vacation and make a recommendation to the City Council pursuant to Chapters 19.09 and 19.15 of the Mercer Island City Code; and
3. That a public hearing shall be held on the proposed street vacation, before the City Council, at 7:00 PM on June 19, 2017, at the City Council Chambers located at 9611 SE 36th Street, Mercer Island, Washington, 98040.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 15TH DAY OF MAY, 2017.

CITY OF MERCER ISLAND



Bruce Bassett, Mayor

ATTEST:



Allison Spietz, City Clerk

**CITY OF MERCER ISLAND
ORDINANCE NO. 17-16**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND VACATING A
PORITON OF FREEMAN AVENUE SE IN THE CITY OF MERCER
ISLAND, WASHINGTON, SETTING CONDITIONS FOR THE
VACATION, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City self-initiated street vacation proceedings for approximately 10,174 square feet of Freeman Avenue Southeast in the replat of Island Park, situated within the City of Mercer Island, King County, Washington; and,

WHEREAS, Resolution 1529 of the Mercer Island City Council was adopted on May 15, 2017, fixing June 7, 2017 with the Planning Commission and fixing June 19, 2017 with the City Council as the dates for the public hearings on said proposed vacation; and,

WHEREAS, notice of public hearing and the passage of Resolution 1529 was given by posting and mailing in accordance with RCW 35.79.020 and all the necessary procedural steps have been taken; and,

WHEREAS, the matter was referred to the Mercer Island Planning Commission and they have unanimously recommended approval of the said street vacation to the City Council; and,

WHEREAS, a public hearing was held on June 19, 2017 before the City Council, at which time the vacation was approved and preparation of an Ordinance was directed;

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

Section 1: The following described portion of Freeman Avenue SE in the replat of Island Park within the City of Mercer Island, King County, Washington is hereby vacated as set forth in RCW 35.79.040 to the abutting property owners, one -half to each, provided that the conditions in Sections 2, 3, 4 and 5 of this Ordinance are met within 90 days of the effective date:

THAT PORTION OF FREEMAN AVENUE ACCORDING TO THE REPLAT OF ISLAND PARK, RECORDED IN VOLUME 13 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, BLOCK B OF SAID REPLAT, THENCE S.49°03'00"W., 250.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE S.40°57'00"E., 60.00 FEET TO THE EASTERLY LINE OF FREEMAN AVENUE.

TOGETHER WITH THE SECOND CLASS TIDELANDS ADJOINING

Section 2: Fair market value in the amount of Three Hundred Twenty Nine Thousand Eight Hundred Ninety One Dollars (\$329,891.00) shall be paid to the City of Mercer Island by the abutting property owners.

Section 3: At least one of the abutting properties of the portion of Freeman Avenue described in Section 1 shall: (1) assume the responsibility to legally remove and dispose the City's dock on the aforementioned portion of Freeman Avenue, (2) grant an ingress and egress easement to the City over and across abutting owner's property to access City utilities on the aforementioned portion of Freeman Avenue, and (3) grant an easement to the City to use any dock serving abutting owner's property to access City utilities on the aforementioned portion of Freeman Avenue.

Section 4: Pursuant to RCW 35.79.030, easements to ingress and egress, construct, operate, maintain, repair, replace and expand City utilities on the portion of Freeman Avenue described in Section 1 are hereby reserved by the City.

Section 5: Abutting properties of the portion of Freeman Avenue described in Section 1 shall ensure that as a result of the vacation (1) no parcel shall be rendered without access; and (2) utility services shall not be unreasonably restricted.

Section 6: The City Clerk shall record a certified copy of this Ordinance with the office of the auditor of King County only after the conditions set forth in Sections 2, 3, 4 and 5 of this Ordinance are met to the satisfaction of the City Attorney, and provided that they are met within 90 days of the effective date.

Section 7: **Effective Date.** This Ordinance shall take effect and be in force on 5 days after its passage and publication of summary consisting of its title.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the _____ day of _____ 2017 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

Approved as to Form:

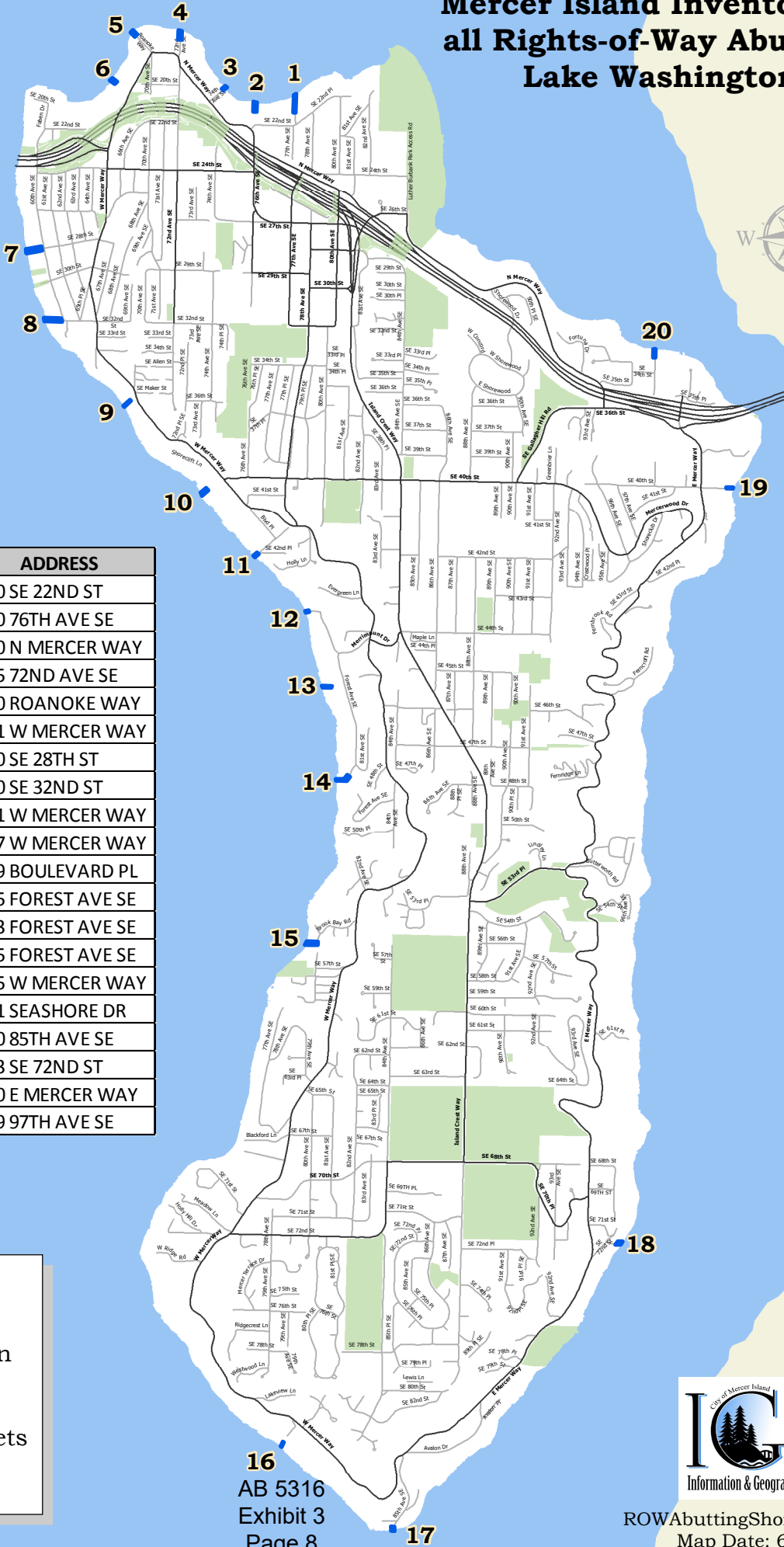
ATTEST:

Kari Sand, City Attorney

Allison Spietz, City Clerk

Date of Publication: _____

Mercer Island Inventory of all Rights-of-Way Abutting Lake Washington



ID	ROW NAME	ADDRESS
1	77TH AVE SE LANDING	7700 SE 22ND ST
2	LINCOLN LANDING	2100 76TH AVE SE
3	74TH AVE SE LANDING	7290 N MERCER WAY
4	72ND AVE SE LANDING	1605 72ND AVE SE
5	ROANOKE LANDING	1600 ROANOKE WAY
6	SE 20TH ST LANDING	2001 W MERCER WAY
7	CALKINS LANDING	6000 SE 28TH ST
8	PROCTOR LANDING	5960 SE 32ND ST
9	SE 36TH ST LANDING	3601 W MERCER WAY
10	FREEMAN LANDING	3897 W MERCER WAY
11	FRANKLIN LANDING	4159 BOULEVARD PL
12	FOREST LANDING	4315 FOREST AVE SE
13	SE 45TH ST LANDING	4533 FOREST AVE SE
14	MILLER LANDING	4765 FOREST AVE SE
15	SE 56TH ST LANDING	5495 W MERCER WAY
16	SEASHORE LANDING	8381 SEASHORE DR
17	SOUTH POINT LANDING	8790 85TH AVE SE
18	SE 72ND ST LANDING	9603 SE 72ND ST
19	SE 40TH ST LANDING	4000 E MERCER WAY
20	FRUITLAND LANDING	3309 97TH AVE SE

Legend

- ROW Abutting Lake Washington
- Arterial Streets
- Residential Streets
- Parks



Freeman Avenue ROW Suitability Study



May 30, 2017

Prepared by
Robert W. Droll, Landscape Architect, PS

Freeman Avenue ROW Suitability Study

May 31, 2017

Acknowledgements

Mercer Island City Council

Mayor: Bruce Bassett

Deputy Mayor: Debbie Bertlin

Dan Grausz

Jeff Sanderson

Wendy Weiker

David Wisenteiner

Benson Wong

City of Mercer Island Public Works

Director: Jason Kintner

Prepared by

Robert W. Droll, Landscape Architect, PS

4405 7th Avenue SE Suite 203

Lacey, WA 98503

360.456.3813

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Executive Summary

Need

The City of Mercer Island intends to vacate a portion of undeveloped Right-of-Way (ROW) platted as Freeman Avenue. Freeman Avenue is located on the west side of Mercer Island at the end of SE 40th Street. The upper ½ of the narrow (approximately 60 ft. wide) ROW provides access to four residential properties. The lower ½ of the ROW is currently designated an “Undeveloped Street End Park” by the City of Mercer Island Parks and Recreation Department. A city sanitary sewer lift station is located on the shoreline area. Steep and historically unstable slopes prevent direct access to the lower ½ of the ROW, access can only be made by crossing private property.

The Mercer Island City Code and RCW – Chapter 35.79.035 for vacating ROW’s abutting Lake Washington, requires all vacation procedures to prepare a study to determine if the ROW to be vacated is suitable for public use for any of the following purposes: port, boat moorage, launching sites, beach/water access, park, public view, recreation, or education.

In May of 2017, the City of Mercer Island authorized the Mercer Island Public Works to commission Robert W. Droll, Landscape Architect, PS (RWD) to perform the study and prepare this report.

Process

The process followed for the study involved a review of archival site information; a review of property, utility, and critical areas information available from city, state, and federal online sources; and an on-site inspection by RWD to observe first-hand the site conditions.

Specific site characteristics, existing planning documents, including the 2014-2019 Mercer Island Parks and Recreation Comp Plan, and online State and Federal databases for Fish and Wildlife, Wetlands, Critical Areas, were researched. The ROW was evaluated based upon the preferred characteristics for each potential use:

- Port
- Boat Moorage
- Beach/Water Access
- Park
- Public View/Viewing
- Recreation
- Education

Conclusions

The conclusion reached by this study is that the portion of the Freeman Avenue ROW to be vacated is incapable of meeting any of the uses listed in the Mercer Island City Code and RCW – Chapter 35.79.035. The site has numerous restrictions to development, such as the ROW’s size and location, surrounding land uses, steep and historically unstable slopes, inability to provide public access without crossing private property, presence of an above-ground 24 inch diameter stormwater collector pipe, a sanitary sewer pump station at the shoreline, lack of space for public parking, and the lack of emergency vehicle access. Anyone visiting the site would immediately understand how difficult and prohibitively expensive it would be to attempt to develop it for any of the uses described in RCW – Chapter 35.79.035.

Scope of Work

The Scope of Work followed to develop this Report is as follows:

Site Visit

Visit site to review the existing conditions, assess the physical condition of the property, and to obtain a hands-on understanding of how the RCW requirements are impacted by the site.

Compile Site Data from Online Sources

Research local, state, and federal online property databases for site data including, but not limited to: parcel size and configuration, land use, location, topography, critical areas, existing site improvements, utilities (general location, not surveyed), views, beach and water access, beach condition, site access from West Mercer Way, parking, general surface conditions, handicap accessibility, and other existing conditions used to evaluate the site's suitability for use as a port, boat moorage, launching site (motorized and non-motorized), beach/water access, park, public view, recreation, or education.



Aerial View of the Project Site

Prepare Draft Site Suitability Report

Prepare a draft Site Suitability Report describing the Study's goal, existing site conditions, the evaluation process, and site's suitability for each of the following potential public uses described in the RCW and Mercer Island City Code: port, boat moorage, launching site (motorized and non-motorized), beach/water access, park, public view, recreation, or education.

Prepare Final Site Suitability Report

Prepare the final Site Suitability Report, incorporating comments provided by the Client.



View of entrance to Freeman Avenue off West Mercer Way

Requirements of RCW Chapter 35.79.035

Limitations on vacations of streets abutting bodies of water—Procedure.


1. A city or town shall not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:
 - (a) The vacation is sought to enable the city or town to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses.
 - (b) The city or town, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or
 - (c) The vacation is sought to enable a city or town to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.
2. Before adopting a resolution vacating a street or alley under subsection (1)(b) of this section, the city or town shall:
 - (a) Compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the street or alley sought to be vacated.
 - (b) Conduct a study to determine if the street or alley to be vacated is suitable for use by the city or town for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;
 - (c) Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and
 - (d) Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under (b) of this subsection, and that the vacation is in the public interest.
3. No vacation shall be effective until the fair market value has been paid for the street or alley that is vacated. Moneys received from the vacation may be used by the city or town only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

Definitions and Descriptions of the Potential Uses of the Property to Be Vacated

Although the RCW Chapter 35.79.035 lists the seven potential uses to be evaluated before public property can be considered for vacation, this study found no clear definition in either RCW or the Washington Amended Code (WAC) for any of those uses, nor any standard by which those uses are to be evaluated.

In the absence of any codified descriptions and standards, RWD used the best available information combined from the WAC, RCW, and the Mercer Island Parks and Recreation Comp Plan (2014) to develop a reasonable and justifiable description as a method for establishing the requirements for each potential use.

Table 1 – Descriptions of Potential Uses for Properties Abutting Washington State Shorelines

RCW Described Use	Use Description
<p>Port</p>  <p><i>Port of Grapeview Public Landing</i></p>	<p>A port is a location on a coast or shore containing one or more harbors where ships can dock and transfer people or cargo to or from land. Port locations are selected to optimize access to land and navigable water, for commercial demand, and for shelter from wind and waves.</p> <p>RCW 53.04.010 Port districts authorized—Purposes—Powers—Public hearing. (1) Port districts are hereby authorized to be established in the various counties of the state for the purposes of acquisition, construction, maintenance, operation, development and regulation within the district of harbor improvements, rail or motor vehicle transfer and terminal facilities, water transfer and terminal facilities, air transfer and terminal facilities, or any combination of such transfer and terminal facilities, and other commercial transportation, transfer, handling, storage and terminal facilities, and industrial improvements.</p>

RCW Described Use	Use Description
<p>Boat Moorage</p>  <p style="text-align: center;"><i>Example of a Boat Moorage Facility</i></p>	<p>RCW 53.08.310 Moorage facilities—Definitions. Unless the context clearly requires otherwise, the definitions in this section apply throughout this section, RCW 53.08.480, and 53.08.320. (1) "Moorage facility" means any properties or facilities owned or operated by a moorage facility operator which are capable of use for the moorage or storage of vessels.</p>
<p>Beach, Water Access</p>  <p style="text-align: center;"><i>Example of Signage for Public Beach Access</i></p>	<p>RCW 90.58.020 Legislative findings—State policy enunciated—Use preference. In the implementation of this policy the public's opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state shall be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people generally. Alterations of the natural condition of the shorelines of the state, in those limited instances when authorized, shall be given priority for single family residences and their appurtenant structures, ports, shoreline recreational uses including but not limited to parks, marinas, piers, and other improvements facilitating public access to shorelines of the state, industrial and commercial developments which are particularly dependent on their location on or use of the shorelines of the state and other development that will provide an opportunity for substantial numbers of the people to enjoy the shorelines of the state.</p>

RCW Described Use	Use Description
<p data-bbox="183 247 253 279">Park</p>  <p data-bbox="241 884 849 915"><i>Proctor Landing Street End Park, Mercer Island, WA</i></p>	<p data-bbox="933 233 1143 264">RCW 90.58.020</p> <p data-bbox="933 275 1386 348"><i>Legislative findings—State policy enunciated—Use preference.</i></p> <p data-bbox="933 359 1455 1045">Alterations of the natural condition of the shorelines of the state, in those limited instances when authorized, shall be given priority for single family residences and their appurtenant structures, ports, shoreline recreational uses including but not limited to parks, marinas, piers, and other improvements facilitating public access to shorelines of the state, industrial and commercial developments which are particularly dependent on their location on or use of the shorelines of the state and other development that will provide an opportunity for substantial numbers of the people to enjoy the shorelines of the state.</p>
<p data-bbox="183 1108 391 1140">Views/Viewing</p>  <p data-bbox="266 1612 826 1644"><i>View from Fruitland Landing, Mercer Island, WA</i></p>	<p data-bbox="933 1094 1192 1167">WAC 173-26-221(4) <i>Public access.</i></p> <p data-bbox="933 1209 1455 1549">(a) Applicability. Public access includes the ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the state, and to <i>view the water and the shoreline from adjacent locations.</i> Public access provisions below apply to all shorelines of the state unless stated otherwise.</p> <p data-bbox="933 1560 1455 1822">(iii) To the greatest extent feasible consistent with the overall best interest of the state and the people generally, protect the public's opportunity to enjoy the physical and aesthetic qualities of shorelines of the state, including views of the water.</p>


RCW Described Use	Use Description
<p>Recreation</p>  <p><i>Groveland Beach Park, Mercer Island, WA</i></p>	<p>Description of Parks Lands for Recreation On Mercer Island</p> <p>Park lands on Mercer Island offer a wide range of active and passive recreational opportunities. From waterfront parks to sports fields to tranquil hiking trails, the outdoor-minded Islander has plenty to choose from.</p> <p>Mercer Island defines "Park" as "all city parks, public squares, public drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches and play and recreation grounds under the management and control of the park and recreation department". (Ord. A-91§ 1, 1991)</p>



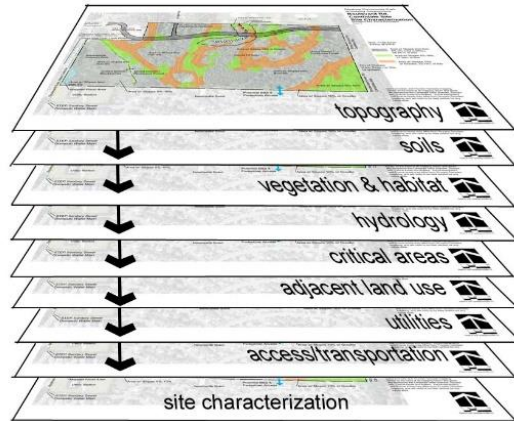
Photo on the left showing the ROW at the intersection of West Mercer Way. Photo on right shows the ROW at the top of the slope. These photos show the narrow conditions along the ROW where landowners have developed the ROW right up to the pavement edge.

Site Suitability Assessment Process

Assessed Elements:

RWD assessed the physical condition of the Freeman Avenue property with regard to the following criteria:

- Parcel Size, Location, and Configuration
- Zoning and Use of Adjacent Properties
- Topography
- Soil Type
- Vegetation
- Critical Area Constraints
- Utility Availability
- Emergency Access
- Public Access
- Water Access
- Handicap Accessibility
- Shoreline Conditions



Base Mapping:

Base aerial photos with topographic information was provided by Mercer Island Public Works. Other base aerial photos were obtained from Google Earth. A topographic survey was not performed.

Process Limitations:

The evaluation process was constrained by the following limitations:

- Existing information available in the Public Domain and information provided by the City of Mercer Island Public Works were the only sources utilized in this Study.
- Thorough investigative evaluations of each condition such as geotechnical investigations, habitat, wildlife, critical areas, environmental impact, etc., were not performed since the purpose of the study was to evaluate only criteria which generally assessed the ROW's suitability for development of the uses described in the City Code and the RCW.
- The type and amount of vegetation cover, combined with identified Critical Areas, was used as a general indicator of the habitat type. In general, the increase in the loss of vegetative cover equates to the loss of habitat existing on the Site.

Site Assessment

Property Size:

.20 acres

Zoning:

R15 – Residential

Minimum 15, 000 sq. ft. lot size

Existing Land Use:

Mercer Island Parks and Recreation
Undeveloped Street-End Park

Existing Development Activity:

Adjacent landowners have occupied the site, constructing gardens, a boat dock, and lawn areas. This study did not determine how much of the site had been developed by the adjacent landowners.



Adjacent Land Use:

North: Residential – R15

South: Residential – R15

East: Residential – R15

West: Lake Washington



Photo on the left showing the ROW section to be vacated from the water. Photo on right shows the top (east end) of the ROW section to be vacated, beginning right of the point where driveway turns to the left.

Topography:

Using the City of Mercer Island Critical Areas Code for determining what percentage of a site can be used for impervious surfaces, the ROW was evaluated as follows:

Total ROW Area: .20 acre (8,712 square feet).

0% - 15%:	1,000 sq. ft.	.0229 acres	11% of the Site
16% - 30%:	3,000 sq. ft.	.068 acres	34% of the Site
31% - 60%	1,000 sq. ft.	.022 acres	11% of the Site
> 61%	3,712 sq. ft.	.0852 acres	43% of the Site

- The Site is extremely steep and falls into the Geologic Hazard Area designation described in the Mercer Island Municipal Code Section 19.070.60.
- The map used below in Figure 1 does not reflect the current slope conditions. The slide that occurred in 1999 is not represented; however, the slopes used in the evaluation are accurate based upon current conditions.

Amount of Impervious Surface Allowed by the MICC for Development on Any Lot Based Upon Slope Percentage:

0% - 15%:	40% of the total area
>15% - <30%:	35% of the total area.
30% - 50%:	30% of the total area.
>50%:	20% of the total area.

- The total amount of impervious surface allowed on a residential lot is governed by the lot slope.
- The amount of allowable impervious surface on the Freeman Avenue ROW is too low for any of the uses listed in the RCW and the MICC for vacated ROW's abutting Lake Washington.

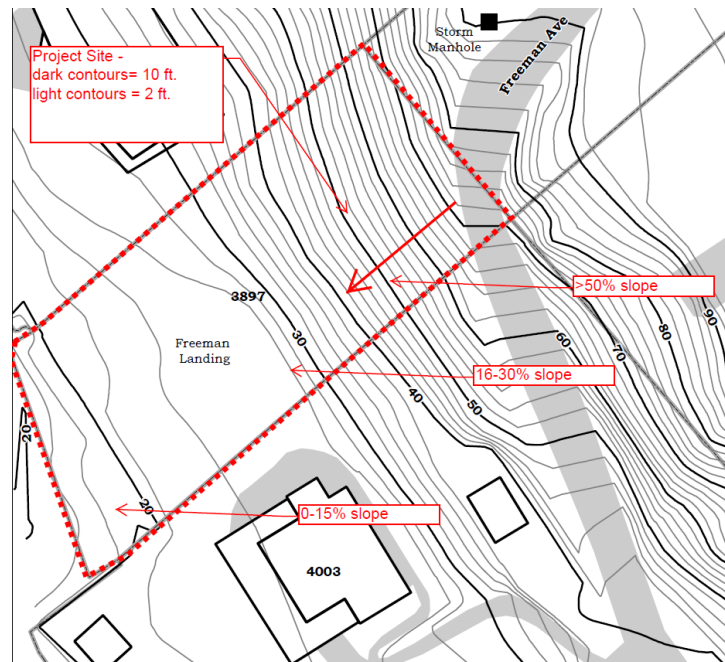


Figure 1: Topographic Survey of Project Site Showing Slope Conditions –Provided by City of Mercer Island GIS Services.

Soils:

Three soil types are identified on the Geologic Map of Mercer Island, Washington, dated October 2016, (see figure below) and available on the City of Mercer Island website:

1. Q1 1m – 10m from the shoreline Very soft to medium stiff or very loose to medium dense, local sand layers, peat deposits, and other organic sediments.
 2. Qpoc Area at base of steep slope, Sand and gravel, clean to silty, lightly to Currently covered by lawn moderately oxidized. Very dense. other organic sediments.
 3. Qpon Upper slopes of the site. Sand, gravel, silt, clay, and organic deposits of Inferred nonglacial origin. Very dense/hard.
 4. Qls Covering the bottom half of Diamict of broken to internally coherent the steeply slope portion of surficial deposits transported downslope en masse. Remnants of a landslide that occurred in or around 1999.
- The lower half of the steeply sloped area of the site is covered with the remnants of a landslide that occurred in or around 1999. The void created by the slide resulted an area with a slope of approximately 1:1 gradient. See photo below.

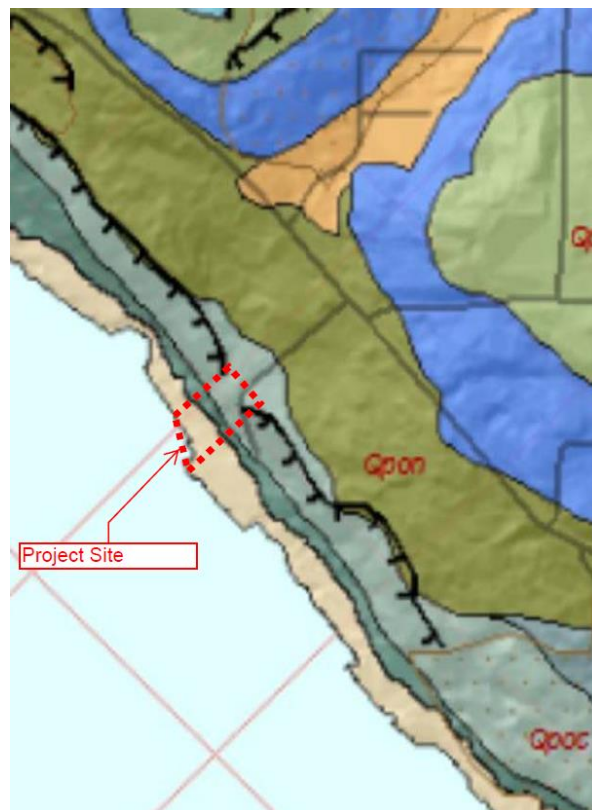


Figure 2: Screen capture of the Soils Map of Mercer Island showing the site and soil types. Obtained from the Geologic Map of Mercer Island



*Photo showing the remnants of an old landslide from 1999.
Bulging area in center of photo behind tree is the residual deposit.*

Watershed, Drainage Pattern:

Site drains generally from the east to west directly down the slope from West Mercer Way.

Vegetation Type & Cover:

Due to the old landslide, the upper slope is covered in blackberry vine and other opportunistic woody shrubs associated with initial regrowth of disturbed areas.

Critical Areas:

Slopes: Except for the lower 1/4 to 1/3 of the ROW to be vacated, the entire site exceeds the 50% gradient limit, which falls into the Geologic Hazard Area designation described in the Mercer Island Municipal Code Section 19.070.60 as follows:

"Where critical slopes are greater than 50 percent, no development is allowed and no impervious surfaces are permitted, unless the applicant can demonstrate through professional reports that the public's health, safety and welfare will not be comprised".

Wetlands: The US fish and Wildlife National Wetlands Mapper database does not show any recorded wetlands occurring on the site.

Shoreline Buffer Encroachment: None recorded.

Wildlife and Habitat: Not Evaluated.

Traffic:

The ROW to be vacated is accessed via an approximately 15 foot wide concrete drive (Freeman Avenue) directly off West Mercer Way (see photo below). There is no curb and gutter, residential yards abut directly on the pavement, and there is no space for on-street parking.



View of Freeman Avenue looking uphill east towards West Mercer Way at the top of the hill. Pavement width is approximately 15 ft. wide, ROW width is 60 ft. wide. Residential development has encroached in the entire non-paved ROW.

Utilities:

Water: Domestic water main located in West Mercer Way, no waterline observed on site.

Sanitary Sewer: Sanitary sewer pump station located at base of slope.

Power: Electrical power available at top of slope.

Stormwater: Stormwater collector (appears to be a 24 inch dia.) runs down the center of the site. The pipe is exposed and sits on the slope.



Figure 3: Screen shot of the City of Mercer Island Public Works IGS Utilities Map showing existing stormwater and sanitary sewer utilities.

Site Access:

Land-Based Access:

- Site is accessed off of West Mercer Way, then following a narrow one lane drive down the slope to the point where the slope drops off at >50%.
- Slope gradient (>50%) prevents direct access down the slope to the site by vehicle.
- Vehicular access can only be made by crossing onto private property.
- Vehicular access is not available.

Water-Based Access:

- An existing concrete dock is located at the water edge, and is used by utility crews only for access to the sanitary sewer station at the base of the slope.
- There is no public dock to provide public access.
- An existing concrete block wall along the water edge prevents landing boats on the shoreline.

Emergency Vehicle Access: Emergency vehicle access to the site is restricted by the same constraints listed above for land-based and water-based access.

Public Transit: Site is served by King County Metro Transit Route 892. Stop is located at top of hill at intersection with West Mercer Way.

Handicap Accessibility: Handicap accessibility is not possible to this site without the aid of a powered lift such as a Funicular lift. There are no areas on the site or on the road above the site that can provide the proper gradient for handicap parking.



Photo showing shoreline conditions. Small square dock in foreground is a private dock constructed by one of the landowners. Rectangular dock is for utility use only.

Conclusions

The results of the evaluations determined that the Freeman Avenue ROW is incapable of meeting any of the uses listed in the Mercer Island City Code and the RCW – Chapter 35.79.035 are provided below.

Port

The site is unsuitable for use as a Port:

1. Site is too small to construct the support facilities required for a Port.
2. Site is located in a residential neighborhood.
3. Site cannot be accessed by commercial truck traffic for loading and off-loading.
4. Water is too shallow for deep-water access.
5. Utilities required for a port are not available on site.
6. Access to site from land-based traffic must cross over private property.
7. There is no space for public parking.
8. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
9. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.
10. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
11. Handicap accessibility not possible without an automated lift.
12. Site is inaccessible to emergency vehicles except by water



Boat Moorage

The site is unsuitable for either a commercial boat moorage facility or a city-operated public boat moorage facility:

1. Site is too small for both land and water-based access.
2. Shoreline too short to allow more than a small dock.
3. Commercial dock of the size required for moorage will not be permitted in this location.
4. Shoreline area too small for boat moorage support operations.
5. Access to site from land-based traffic must cross over private property.
6. There is no space for public parking.
7. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
8. Slope stability and Critical Areas issues prevent the amount of impervious surface required



for development.

9. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
10. Handicap accessibility not possible without an automated lift.
11. Site is inaccessible to emergency vehicles except by water.

Beach / Water Access

Beach and water access are possible, but the cost to provide public access to the water is prohibitive for the following reasons:

1. There is no room for public parking off West Mercer Way, along Freeman Avenue to the top of the slope, or at the shoreline.
2. Entire shoreline area would have to be reconstructed to provide handicap access.
3. Access to site from land-based traffic must cross over private property.
4. There is no space for public parking.
5. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
6. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.
7. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
8. Handicap accessibility not possible without an automated lift.
9. Site is inaccessible to emergency vehicles except by water.



Park

The site is currently designated an Undeveloped Street-End Park by the City of Mercer Island Parks and Recreation Department. Mercer Island Parks made that determination because the site conditions prevent further development of an accessible street-end park. In addition, the study confirmed that further development is not practical for the following reasons:

1. There is no room for public parking off West Mercer Way, along Freeman Avenue to the top of the slope, or at the shoreline.
2. Entire shoreline area would have to be reconstructed to provide handicap access.
3. Access to site from land-based traffic must cross over private property.
4. There is no space for public parking.
5. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
6. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.



7. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
8. Handicap accessibility from the street not possible without an automated lift.
9. Site is inaccessible to emergency vehicles except by water.

Public Viewing

Though the site provides excellent views looking west across Lake Washington, both from the top of the slope and along the shoreline. The study confirmed that further development for providing public access to those viewing areas is not practical for the following reasons:



1. There is no room for public parking off West Mercer Way, along Freeman Avenue to the top of the slope, or at the shoreline.
2. Entire shoreline area would have to be reconstructed to provide handicap access.
3. There is no space for public parking.
4. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
5. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.
6. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
7. Handicap accessibility from the street not possible without an automated lift.
8. Site is inaccessible to emergency vehicles except by water.

Education

Providing public access for educational activities is not practical for the following reasons:



1. There is no room for public parking off West Mercer Way, along Freeman Avenue to the top of the slope, or at the shoreline.
2. Entire shoreline area would have to be reconstructed to provide handicap access.
3. Access to site from land-based traffic must cross over private property.
4. There is no space for public parking.
5. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
6. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.
7. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
8. Handicap accessibility from the street not possible without an automated lift.
9. Site is inaccessible to emergency vehicles except by water.

Recreation

For the site to be used for recreation purposes, the same conditions must be met as those for the other specified uses that require public access: Beach and Water Access, Public Viewing, Park, and Education. The study confirmed that further development for providing public access for educational activities is not practical for the following reasons:

1. There is no room for public parking off West Mercer Way, along Freeman Avenue to the top of the slope, or at the shoreline.
2. Entire shoreline area would have to be reconstructed to provide handicap access.
3. Access to site from land-based traffic must cross over private property.
4. There is no space for public parking.
5. Stormwater pipe on slope and sanitary sewer pump station at bottom of slope occupy most of the site.
6. Slope stability and Critical Areas issues prevent the amount of impervious surface required for development.
7. Historically unstable slope conditions pose potential risk to public health, safety, and welfare.
8. Handicap accessibility from the street not possible without an automated lift.
9. Site is inaccessible to emergency vehicles except by water.



View of the ROW to be vacated and its shoreline from the top of the slope.

Appendix A- References

City of Mercer Island. (2016). *Geologic Map of Mercer Island*.

City of Mercer Island. *IGS Database – Zoning Map*

City of Mercer Island. *Map of Proposed Shoreline Environment Designations*

City of Mercer Island. *IGS Database – Utilities*

City of Mercer Island. *IGS Database – Parcels, Roads, and Structures Map*

City of Mercer Island. *IGS Aerial Topo Freeman Landing Plan, 2015*

City of Mercer Island. (2006). *Geologic Map of Mercer Island*

FEMA Flood Insurance Rate Map

National Cooperative Soil Survey (Operated by the USDA NRCS). *Web Soil Survey*.

National Wetlands Inventory, U.S. Fish and Wildlife Service

Puget Sound Partnership. (December 2012). *Low Impact Development Technical Guidance Manual for Puget Sound*. (Publication no. PSP 2012-3).

King County Geo Data Center Online Resource. (2016) *Parcel Map*

Washington Department of Ecology [Ecology]. (2012). *Stormwater Management Manual for Western Washington, Department of Ecology*. (Publication no. 12-10-030).

Washington Department of Fish and Wildlife. *Wildlife, Habitats and Species Map Online*.



Valbridge

PROPERTY ADVISORS

Allen Brackett Shedd
Macaulay & Associates

Corporate Office

Smith Tower
506 2nd Avenue
Suite 1001
Seattle, WA 98104
206-209-3016 phone
425-688-1819 fax

2927 Colby Avenue
Suite 100
Everett, WA 98201
425-258-2611 phone
425-252-1210 fax

18728 Bothell Way NE
Suite B
Bothell, WA 98011
425-450-4040 phone
425-688-1819 fax

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253-274-0099 phone
425-688-1819 fax

valbridge.com

June 9, 2017

Mr. Jason Kintner, Public Works Director
City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040

**RE: APPRAISAL OF PORTION OF FREEMAN AVENUE STREET VACATION PROJECT ON
MERCER ISLAND, WASHINGTON (Our File #17-0147)**

Dear Mr. Kintner:

In response to your request, we have completed an appraisal of the proposed street vacation referenced above on Mercer Island, Washington. The purpose of this report is to provide an opinion of the market value of the Right of Way to be vacated, which consists of a portion of Freeman Avenue, west of W. Mercer Way. The intended use of this appraisal is to aid in decision making by providing an opinion of market value for the proposed right-of-way street vacation.

In accordance with accepted valuation methodology, our valuation assumes the subject parcel is based on a similar utility to surrounding lands. As such, any disadvantages due to small size and irregular shape are disregarded. We have evaluated the portion of the right-of-way to be vacated (10,174 square feet) based on its assumed assemblage with adjacent parcels, using Across the Fence (ATF) methodology.

The subject of this appraisal consists of a portion of the existing right-of-way of Freeman Avenue. The right-of-way to be vacated is primarily rectangular in shape, with approximately 60' of Mercer Island water frontage. Overall, the area to be vacated totals 10,174 square feet.

This appraisal report was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). Summarized descriptions of properties used for comparison are included in this report, as well as all of our analyses and conclusions. The value conclusions herein are given subject to the specific assumptions and limiting conditions stated immediately following this transmittal letter.

Based on an investigation and analysis of all relevant data, it is our opinion that the market value of the subject property, as of May 4, 2017, is:

**FOUR-HUNDRED FIFTY THOUSAND DOLLARS
(\$450,000)**

If you have further questions not answered in the accompanying appraisal report, please do not hesitate to call.

Sincerely,

VALBRIDGE PROPERTY ADVISORS | ALLEN BRACKETT SHEDD



S. Murray Brackett, MAI



David Coleman, Senior Associate

Enclosures

Executive Summary

Project:	Westerly 10,174 square feet of Freeman Avenue Street Vacation
Location:	A portion of Freeman Avenue, extending off of the west side of W. Mercer Way
Site Size:	10,174 square feet
Improvements:	The subject property consists of an existing street right-of-way.
Utilities:	All utilities necessary for development currently service the subject site.
Zoning:	Single Family Residential (R-15), City of Mercer Island
Highest and Best Use:	Assemblage
Value Conclusion:	\$450,000
Date of Valuation:	May 4, 2017
Appraiser:	S. Murray Brackett, MAI David Coleman, Senior Associate
File:	17-0147



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

**AB 5317
June 19, 2017
Regular Business**

I-90 LOSS OF MOBILITY STATUS REPORT

Proposed Council Action:

Receive report and appropriate \$300,000 to fund a scope of work for a Traffic Congestion Mitigation and Safety Improvement Plan.

DEPARTMENT OF	City Manager (Julie Underwood)
COUNCIL LIAISON	n/a
EXHIBITS	n/a
2017-2018 CITY COUNCIL GOAL	1. I-90 Access and Mobility/Prepare for Light Rail
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$	300,000
AMOUNT BUDGETED	\$	0
APPROPRIATION REQUIRED	\$	300,000

SUMMARY

Tentative Settlement Agreement

The Sound Transit Board is scheduled to review and approve the tentative settlement agreement during its regular monthly meeting on Thursday, June 22. Upon approval of the terms, City and Sound Transit staff will prepare a draft agreement. We anticipate this draft agreement to be complete by late summer. The draft agreement will need to be formally approved by both agencies.

Traffic & Safety Community Meeting

On June 22, the City will be hosting a Traffic & Safety Community Meeting, from 7:00-8:30pm, at the West Mercer Elementary School Gymnasium. This kicks-off an extensive community engagement process to prepare a traffic and safety mitigation plan. The goals of this initial meeting are to share the most current data that Transpo and KPG, the City's traffic consultants, have collected before and after the closure of the I-90 center roadway. In addition, the City would like to hear from residents, especially those commuting westbound in the morning, about their experiences accessing I-90.

Following the first week of the center roadway closure, the City created a non-scientific survey requesting that westbound commuters tell us about their commute, including how they got to work, how they accessed I-90, and the length of time it took them to access I-90 and reach Seattle. The survey was pushed out through social media and has currently reached over 230 participants. The survey is intended to provide insight as to where an estimated 500-700 vehicles may have gone, as the Island on-ramp traffic counts were lower than projected.

In order to address traffic congestion and bike/pedestrian safety concerns, the City has retained Transpo to help the City work with the community to develop a Mitigation Plan. This will be funded on a reimbursement basis through the Sound Transit settlement funds specifically earmarked for this purpose. Staff is requesting that the Council appropriate \$300,000 to fund the following scope of work:

- In-depth public process to include initial June and fall 2017 community meetings;
- Data collection and analysis;
- Identify projects, prioritized using data and analysis;
- Prepare 10% design plans for preliminary cost estimates;
- Address environmental/SEPA requirements;
- Assist with coordination with Sound Transit and WSDOT;
- Act as the City Traffic Engineer to develop plans, programs, and policies related to pedestrian and bicyclist safety, intersection safety, corridor safety, enforcement, and general traffic engineering work related to maintenance of traffic signing, traffic signals and pavement markings;
- Assist in responding to citizen inquiries and complaints; and
- Provide recommendations on the implementation of technologies related to traffic congestion mitigation and safety.

The goal is to work with the community to identify projects and project costs that mitigate the community's traffic congestion and bicycle/pedestrian safety concerns, to be included in the City's next six-year Capital Improvement Program (CIP) and Transportation Improvement Plan (TIP). This traffic planning work is targeted for completion by spring 2018.

Short-term Parking

The City has initiated the identification of potential parking opportunities to provide access to the Park and Ride during construction, which it has shared with Sound Transit. Staff is aiming to return to the Council with a Comprehensive Parking Proposal by the August 7, 2017 City Council meeting.

RECOMMENDATION

City Manager

MOVE TO: Appropriate \$300,000 for a scope of work for a Traffic Congestion Mitigation and Safety Improvement Plan, which will be funded by the Sound Transit settlement funds.



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

**AB 5319
June 19, 2017
Regular Business**

**CABLE FRANCHISE AGREEMENT WITH
CENTURYLINK (2nd READING)**

Proposed Council Action:

Adopt Ordinance No. 17-14, approving a cable franchise agreement with CenturyLink.

DEPARTMENT OF	City Attorney (Kari Sand)
COUNCIL LIAISON	n/a
EXHIBITS	1. Ordinance No. 17-14 and Attachment A thereto
2017-2018 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

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

SUMMARY

BACKGROUND

Since 2015, City staff and CenturyLink representatives have been working together to negotiate a franchise agreement allowing CenturyLink to provide its new cable service – “Prism TV” – to Mercer Island residents. Historically, Comcast has been the sole cable operator within the City. A franchise agreement between the City and CenturyLink would provide Mercer Island residents additional options for cable service.

A franchise agreement allows CenturyLink to locate its facilities (either on utility poles or underground) in City rights-of-ways. As part of the agreement, CenturyLink will pay a 5% franchise fee and other consideration for use of City right-of-way. Staff has negotiated a proposed franchise agreement with CenturyLink with terms that comply with federal law and meet the needs and interests of the community.

On June 5, 2017, the Council held a Study Session with CenturyLink representatives to discuss its cable service, the provisions of the proposed franchise agreement, and the federal legal landscape governing cable service and cable franchise agreements.

FIRST READING DISCUSSION AND CHANGES TO THE FRANCHISE AGREEMENT

The discussion during the first reading centered on the possibility of including provisions in the franchise agreement to protect trees, similar to those included in the franchise agreement with Crown Castle for small cell deployment. CenturyLink agreed to the addition of such provisions, provided such provisions would only become effective if also included in the renewal of Comcast’s cable franchise agreement when it becomes effective. A new Section 12.17 has been added to CenturyLink’s proposed franchise agreement and provides for the protection of trees during construction in the right-of-way and compliance with Chapter 19.10 MICC (see Exhibit 1, pages 44-45). CenturyLink will be required to comply with the tree protection

provisions in Section 12.17 within ninety (90) days after the City provides notice to CenturyLink that Comcast has a similar provision in its renewed cable franchise agreement.

RE-OPENER CLAUSES

Federal law prohibits the City from creating an unreasonable barrier to entry to cable operators. Currently, only Comcast has a cable franchise with the City. The Comcast cable franchise agreement was entered into in 2005 and is scheduled to be renegotiated within the next year. To avoid creating an unreasonable barrier to entry and running afoul of federal law, the City cannot require more of CenturyLink than is already required of Comcast as the incumbent cable provider. As a result, the franchise agreement with CenturyLink contains several re-opener clauses that impose greater requirements on CenturyLink once they are so imposed upon Comcast. For example, if Comcast provides a need-based discount pursuant to a franchise agreement, CenturyLink must offer the same within 90 days. Additionally, CenturyLink agrees to collect a PEG fee (up to \$1.00) and increase its insurance minimum coverage limits once Comcast is required to do so.

The provisions in the proposed CenturyLink franchise agreement that become effective only if and when Comcast has similar provisions in its renewed franchise agreement are the following:

- Needs-based discount (Section 4.2);
- Public, Educational and Government Access Capital Costs / PEG fees (Section 6.2.3);
- Services to people with disabilities (Section 9.8.3.1);
- Interest on late payments (Section 10.5);
- Increase in minimum insurance policy limits (Section 11.2.2);
- Pruning of trees (Section 12.17); and
- Women and Minority Business Enterprises (Section 17.2).

RECOMMENDATION

City Attorney

MOVE TO: Adopt Ordinance No. 17-14, approving a cable franchise to agreement with CenturyLink.

**CITY OF MERCER ISLAND
ORDINANCE NO. 17-14**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, GRANTING TO QWEST BROADBAND SERVICES, INC., D/B/A CENTURYLINK, A DELAWARE CORPORATION, A NONEXCLUSIVE CABLE TELEVISION FRANCHISE TO INSTALL CONSTRUCT, MAINTAIN, REPAIR, AND OPERATE A CABLE TELEVISION SYSTEM WITHIN THE PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Qwest Broadband Services, Inc., d/b/a CenturyLink, a Delaware corporation (hereafter “Franchisee” or “CenturyLink”) has made application to the City to construct, install, maintain, repair and operate a cable television system within the public rights-of-way of the City; and

WHEREAS, CenturyLink represents that it has the legal, technical and financial qualifications to operate in the rights-of-way of the City as a cable television company; and

WHEREAS, based on representations and information provided by CenturyLink, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, City staff and CenturyLink have been working together to negotiate a franchise agreement allowing CenturyLink to provide its new cable service, “Prism TV” to Mercer Island residents; and

WHEREAS, historically, Comcast has been the sole cable operator within the City, and a franchise agreement between the City and CenturyLink would provide Mercer Island residents additional options for cable service; and

WHEREAS, a franchise agreement allows CenturyLink to locate its facilities (either on utility poles or underground) in City rights-of-ways, and as part of the agreement, CenturyLink will pay a 5% franchise fee and other consideration for use of the right-of-way; and

WHEREAS, staff has negotiated a proposed franchise agreement with CenturyLink with terms that comply with federal law and meet the needs and interests of the community; and

WHEREAS, granting CenturyLink a cable franchise will provide much needed competition in the City’s cable market; and

WHEREAS, the City is authorized by applicable law to grant such nonexclusive franchises within the boundaries of the City;

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

Section 1: **Adoption of Mercer Island Franchise Ordinance.** The Mercer Island City Council hereby approves, adopts and directs the City Manager to execute the Franchise Agreement attached hereto as Exhibit A granting to CenturyLink a nonexclusive cable television franchise to install, construct, operate and maintain a cable television system to provide cable television services under such terms and conditions as are set forth in the aforementioned Franchise Agreement.

Section 2: **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 its application to any other person, property or circumstance.

Section 3: **Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4: **Effective Date and Publication.** This Ordinance shall be published in the official newspaper of the City, provided that both the City and CenturyLink execute the Franchise Agreement attached hereto as Exhibit A, and shall take effect and be in full force five (5) days after the date of publication. After the Franchise Agreement is executed, this Ordinance shall be published by an approved summary consisting of the title.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 19th day of June, 2017, and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

Approved as to Form:

ATTEST:

Kari Sand, City Attorney

Allison Spietz, City Clerk

Date of Publication: _____

**CITY OF MERCER ISLAND
CABLE TELEVISION FRANCHISE AGREEMENT**

BY AND BETWEEN

THE CITY OF MERCER ISLAND

AND

QWEST BROADBAND SERVICES, INC. D/B/A CENTURYLINK

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SECTION 1. NATURE AND TERM OF GRANT

1.1 Grant of Franchise.

- 1.1.1 The City of Mercer Island hereby grants to Qwest Broadband Services, Inc., d/b/a CenturyLink, a Delaware corporation, a Franchise to install, construct, operate and maintain a Cable System to provide Cable Services under such terms and conditions as are set forth in this Franchise.
- 1.1.2 Throughout this Franchise, the City of Mercer Island, Washington shall be referred to as the "City," and Qwest Broadband Services, Inc., d/b/a CenturyLink shall be referred to as the "Grantee."
- 1.1.3 Grantee shall be liable for the obligations of the Grantee under the Franchise and other applicable law governing Grantee's operations in the City and for compliance with the terms and conditions set forth herein.
- 1.1.4 Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliated Entity of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the ownership, management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise. However, the parties acknowledge that Qwest Corporation ("QC"), an affiliate of Grantee, will be primarily responsible for the construction and installation of the Facilities in the Rights-of-Way that will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's construction, installation and maintenance of facilities in the Rights-of-Way is governed by applicable law. Grantee is responsible for all provisions in this Franchise related to: 1) its offering of Cable Services in the Franchise Area; and 2) the operation of the Cable System regardless of what entity owns or constructs the Facilities used to provide the Cable Service.

1.2 Duration of Franchise.

The term of this Franchise, and all rights, privileges, obligations, and restrictions pertaining thereto, shall be five (5) years from the Effective Date of this Franchise, unless terminated earlier as provided herein.

1.3 Effective Date.

The Effective Date of this Franchise is the date that the legislation approving this Franchise becomes effective.

1.4 Competitive Equity.

- 1.4.1 This Franchise is not exclusive. Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the City; provided, however, that no such franchise or similar lawful authorization shall contain material terms or conditions which are substantially more favorable or less burdensome to the competitive entity than the material terms and conditions herein. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are generally equivalent taking into account any difference in the number of Subscribers served, the number of PEG Channels and aggregate support provided, the level of fees and taxes imposed, the term of the Franchise, and all other circumstances affecting the relative burdens.
- 1.4.2 Should any non-wireless facilities based entity provide Cable Service within the Franchise Area during the term of this Franchise without a franchise granted by the City, then Grantee shall have all rights which may be available to assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

1.5 Relationship to Other Laws.

- 1.5.1 Grantee's Franchise is subject to all lawful terms, conditions, and provisions of: (1) this Franchise; (2) the Mercer Island Municipal Code as the same is now or hereafter amended by lawful exercise of the City's police powers pursuant to Subsection 1.5.2 herein; and (3) the Communications Act of 1934, as amended by the Cable Consumer Protection Act of 1984, the Cable Communications Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as the same is now or hereafter amended.
- 1.5.2 Grantee's rights hereunder are subject to the lawful exercise of the City's police power. Nothing in this Franchise shall preclude or prohibit the City from enacting any ordinance in the interest of public health, safety and welfare, which may impact the Grantee in its operation of the Cable System, as a proper exercise of the City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee reserves all rights it may have to challenge such lawful modifications whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.
- 1.5.3 It is the intent of both parties that each party shall enjoy all rights and be subject to all obligations of this Franchise for the entire term of the Franchise and, to the

extent any provisions have continuing effect, after its expiration. However, both parties recognize that the technology of cable television and related technologies are in a state of flux and that regulatory conditions and franchise rights and powers may change drastically during the term of this Franchise. Should such changes occur, the City and Grantee shall negotiate in good faith to amend the Franchise to preserve the rights and obligations of the City and Grantee hereunder to the fullest extent consistent with such changes. The parties agree that the perpetuation of the substantial equivalent of the current statutory and regulatory structure governing cable television is not a condition of this Franchise, or a fundamental assumption that either party is making in entering into it; provided, however, nothing herein shall prevent either the City or the Grantee from asserting that any part or parts of the Franchise are preempted by state or federal law as a result of such changes.

SECTION 2. CITY'S PRINCIPLES AND INTENT

The following provisions are statements of the City's intent in entering into this Franchise, but do not necessarily reflect Grantee's intent and shall not supplant or modify specific provisions of the Franchise:

- 2.1 Ensure that Mercer Island stays at the forefront of technology by keeping the Cable System up to date with features meeting the current and future cable-related needs and interests of the community;
- 2.2 Encourage the widest feasible scope and diversity of Programming and other services to all City residents consistent with community needs and interests;
- 2.3 Encourage competitive, affordable, and equal access to advanced communications services of all kinds to residents of the City of Mercer Island on a non-discriminatory basis;
- 2.4 Ensure that Mercer Island residents have the opportunity to view public, educational, and governmental Programming;
- 2.5 Ensure that rates and charges for cable Programming, equipment, and services provided over the Cable System are affordable and consistent with federal standards;
- 2.6 Ensure that Mercer Island residents receive high quality customer service;
- 2.7 Ensure that the City receives appropriate compensation for the use of its facilities and property and that installation and maintenance of cable Facilities comply with all applicable City regulations, and do not interfere with the City's legitimate use of its own facilities and property;
- 2.8 Encourage competition among Cable Operators and between Cable Operators and other providers of communications services;

- 2.9 Protect the City's interests and the health, safety, and welfare of its residents; and
- 2.10 Provide for timely mandatory Government Access to all Cable Systems in times of civil emergency.

SECTION 3. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context clearly mandates a different interpretation. Where the context so indicates, the present tense shall imply the future tense, words in plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory. The definitions are applicable regardless of whether the term is capitalized.

- 3.1 “Access” means the right of certain agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, on a non-discriminatory basis, to use the Cable System for specific non-commercial purposes, including the right to acquire Programming, to create Programming free from outside control including that of the Grantee, and to distribute and receive Programming over the Cable System.
- 3.2 “Access Channel” or “PEG Channel” means any Channel or portion of a Channel on a Cable System required by the Franchise to be set aside by the Grantee for public, educational, or governmental use.
- 3.3 “Affiliated Entity” means any enterprise that owns or controls the Grantee, or is owned or controlled by the Grantee, or otherwise has ownership or control in common with the Grantee, including, without limitation, Grantee's Parent Corporations and any subsidiaries or affiliates of such Parent Corporations that meet this definition.
- 3.4 “Basic Service” or “Basic Service Tier” means the lowest priced tier of Cable Service offered by Grantee and includes, at a minimum, all signals of domestic television broadcast stations provided to any Subscriber (except a signal secondarily transmitted by satellite carrier beyond the local service area of such station, regardless of how such signal is ultimately received by the Cable System), any public, educational, and governmental Programming required by the Franchise to be carried on the Basic Service Tier, and any additional Video Programming signals or service added to the Basic Service Tier by the Grantee.
- 3.5 “Cable Operator” means any Person or group of Persons (1) who provides Cable Services over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (2) who otherwise controls or, through any arrangement, is responsible for the management and operation of such a Cable System.
- 3.6 “Cable Services” means (1) the one-way transmission to Subscribers of (a) Video Programming or (b) other Programming service (i.e., information that the Grantee

makes available to all Subscribers generally), and (2) Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other Programming service.

- 3.7 “Cable System” means a cable system as defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 522(7), as amended, and any implementing regulations.

Unless otherwise specified, references in this Franchise to the Cable System refer to the Cable System utilized by Grantee to provide Cable Services in the Franchise Area.

- 3.8 “Channel” means a portion of the electromagnetic frequency that is used in a Cable System and that is capable of delivering a television channel as defined by the FCC.
- 3.9 “City” means the City of Mercer Island, a municipal corporation of the State of Washington.
- 3.10 “City Council” means the legislative body of the City of Mercer Island.
- 3.11 “Customer Service Representative” or “CSR” means any person employed or contracted by Grantee to assist, or provide service to, Subscribers, whether by answering public telephone lines, responding to email, writing service or installation orders, answering Subscribers' questions, receiving and processing payments, or performing other customer service related tasks.
- 3.12 “Demarcation Point” means the physical point at which the Cable System enters a Subscriber's home or building.
- 3.13 “Designated Access Managers” means the entity or entities designated by the City under Subsection 6.1.
- 3.14 “Document” or “Records” means written or graphic materials, however produced or reproduced, or any other tangible permanent documents, including those maintained by computer or other electronic or digital means, maintained by the Grantee in the ordinary course of conducting its business, including, but not limited to, financial documents that may be required for audit purposes.
- 3.15 “Dominant Cable Operator” means a Cable Operator that occupies the most influential market position in the City as a result of having significantly higher Subscriber levels than other Cable Operators.
- 3.16 “Downstream Channel” means a Channel capable of carrying a transmission from a Headend to other points on a Cable System, including Interconnection points.
- 3.17 “Educational Access” means Access for Schools and other educational institutions and entities.

- 3.18 “Effective Date” means the Effective Date of this Franchise pursuant to Subsection 1.3.
- 3.19 “Facility” means any distribution component of a Cable System.
- 3.20 “FCC” means the Federal Communications Commission.
- 3.21 “Fiber Optic” refers to a transmission medium of optical fiber cable and the electronics, software and equipment that support delivery of Cable Services by means of the optical fiber cable.
- 3.22 “Franchise” means this Franchise Agreement.
- 3.23 “Franchise Area” means the area within the City as specified in Subsection 4.1 hereof within which the Grantee is authorized to provide Cable Services under this Franchise, and any modification thereof.
- 3.24 “Franchise Fee” means consideration paid by the Grantee for the privilege granted under this Franchise for the use of Right-of-Ways and the privilege to construct and/or operate a Cable System in the Franchise Area. The term Franchise Fee does not include:
1. Any tax, fee or assessment of general applicability;
 2. Capital costs which are required by the Franchise to be incurred by the Grantee for Access facilities, including the support required in Section 10;
 3. Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
 4. Any fee imposed under Title 17, United States Code.
- 3.25 “Government Access” means Access for governmental entities or their designees.
- 3.26 “Grantee” means Qwest Broadband Services, Inc., d/b/a CenturyLink, its lawful successors, transferees and assignees.
- 3.27 “Gross Revenues” means all revenue derived directly or indirectly by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Revenues shall not include (1) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (2) any taxes on services furnished by the Grantee which are imposed directly on any Customer by

the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit, including the PEG Fee. In the event any other Cable Operator has a different definition of Gross Revenues in a future franchise agreement, the parties agree to meet to discuss modifications to Gross Revenues for purposes of this agreement.

If a statutory change in State or federal law or a decision of the FCC or a court of competent jurisdiction expands the categories of revenue available to the City for the Franchise Fee assessment beyond those permitted under this definition as of the Effective Date, that change shall automatically be included in the definition of Gross Revenues under this Franchise, provided that the City imposes the same requirement upon any other similarly situated Cable Provider over which the City has jurisdiction and authority to impose such fees.

- 3.28 “Headend” means a facility for signal reception and/or dissemination on the Cable System, including all related equipment, such as cable, antennas and wires, satellite dishes, monitors, switchers, modulators, computers, software, processors for television broadcast signals, equipment for the Interconnection of the Cable System with adjacent cable systems and for Interconnection of any separate networks which are part of the Cable System.
- 3.29 “Initial” or “Initially” means as of the Effective Date of this Franchise.
- 3.30 “Leased Access Channel” means a Channel or portion of a Channel made available by Grantee for Programming by others for a fee.
- 3.31 “Mosaic Channel” means a channel which displays miniaturized media screens and related information for a particular group of channels with common themes. The Mosaic Channel serves as a navigation tool for subscribers, which displays the group of Access Channels on a single channel screen and also provides for easy navigation to a chosen Access Channel in the group.
- 3.32 “Non-Cable Services” means any service that is distributed over the Cable System, other than a Cable Service.
- 3.33 “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some hours on Saturday.
- 3.34 “Normal Operating Conditions” means service conditions within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, strikes, works stoppages, and severe or unusual-weather conditions. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or Upgrade of the Cable System.

- 3.35 “Parent Corporation” means any existing or future corporation, entity, or Person with greater than fifty percent (50%) ownership or control over Grantee.
- 3.36 “PEG Access” means Public Access, Educational Access, and Government Access, jointly or severally.
- 3.37 “Person” means any sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and any natural person.
- 3.38 “Programmer” means any Person who prepares, produces or provides Programming that is intended for transmission on a Cable System.
- 3.39 “Programming” means the video, audio, voice, data, multimedia or other material or programs prepared for or capable of transmission on a Cable System, or, as the context requires, the process of causing such material to be created, received, transmitted or distributed on a Cable System.
- 3.40 “Public Access” means Access for the public, including organizations, groups and individuals.
- 3.41 “QC” means Qwest Corporation, d/b/a/ CenturyLink, an Affiliated Entity of the Grantee.
- 3.42 “Qualified Living Unit” means a distinct address in the QC network inventory database, including but not limited to single family homes, Multiple-Dwelling Units, and business locations, that meets the minimum technical qualifications defined by Grantee for provision of Cable Service.
- 3.43 “Right-of-Way” means the surface of and the space alongside, above and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement and road right-of-way now or hereafter held or administered by the City.
- 3.44 “School” means any public educational institution accredited by the State of Washington, including primary and secondary Schools (K-12), and colleges and universities (excluding the dormitories, fraternity and sorority houses of such institutions).
- 3.45 “Service Interruption” means any loss of any element of Programming on any part of the Cable System.
- 3.46 “Subscriber” means any Person who is lawfully receiving, for any purpose or reason, any Cable Service from Grantee whether or not a fee is paid. In the case of multiple office buildings or Multiple- Dwelling Units, the “Subscriber” means the lessee, tenant, or occupant.

- 3.47 “Tier” means Programming Services offered by Grantee to Subscribers as a package.
- 3.48 “Upgrade” means an improvement in any technical aspect of a Cable System.
- 3.49 “Upstream Channel” means a Channel capable of carrying a transmission to a Headend from any other point on a Cable System including Interconnection points.
- 3.50 “Video Programming” means Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 4. FRANCHISE AREA

4.1 Franchise Area.

- 4.1.1 Grantee shall be authorized to provide Cable Services throughout the entire jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 4.1.2 Grantee shall maintain accurate maps and improvement plans of its Franchise Area that show the location, size, and a general description of all Cable System facilities it installed in the Rights-of-Way and any of its power supply sources, including voltages and connections.

4.2 Service to Low-income Households.

Within 90 days after the City providing Grantee notice that another Cable Operator offers a needs-based discount in the City pursuant to a franchise agreement, Grantee shall provide a reasonable needs-based discount on Cable Services of not less than the amount provided by other Cable Operators. When applicable, CenturyLink’s discount shall apply to Subscribers that qualify for discounts under the Federal Lifeline program. This Subsection shall not prohibit Grantee from providing a larger discount or offering the discount to other economically or physically challenged Subscribers.

4.3 Prohibition on Discrimination.

Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers or any other Persons on the basis of race, color, religion, age, sex, gender identity, marital or economic status, national origin, sexual orientation, political ideology, creed, ancestry; or the presence of any sensory, mental or physical handicap or any other unlawful basis.

SECTION 5. PROGRAMMING

5.1 Grantee Compliance.

Grantee shall meet or exceed the Programming and Channel capacity requirements set forth in this Franchise.

5.2 Maintenance of Existing Conditions.

5.2.1 Without the written consent of the City and except as otherwise specifically provided in this Franchise, Grantee shall not delete, or so limit as to effectively delete, any broad category of Programming identified in Subsection 5.3 carried on the Cable System as of the Effective Date of this Franchise.

5.2.2 In the event of a modification proceeding under federal law, the mix and quality of services provided by the Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of services required under this Franchise throughout its term.

5.3 Expanded Programming and Channel Capacity.

Grantee shall provide:

5.3.1 A minimum of 150 Downstream Channels.

5.3.2 In addition to Programming provided on PEG Channels and local off-air broadcast Channels, if any, Grantee shall provide the following broad categories of Programming:

1. Education
2. News & information
3. Sports
4. Cultural and performing arts
5. Government affairs
6. Weather
7. Foreign language
8. Programming addressed to the City's diverse ethnic and minority interest
9. Audio Programming
10. Business news
11. General entertainment (including but not limited to movies)
12. Children's Programming
13. Family Programming

14. Science/documentary

The requirements for each category of Programming may be satisfied by providing a separate Channel devoted substantially to the category or by Programming from more than one Channel which in the aggregate totals the equivalent of a Channel devoted substantially to the category.

5.4 Deletion or Reduction of Programming Categories.

Grantee shall not delete or so limit as to effectively delete any broad category of Programming within its control for any group of Subscribers without the City's consent, which shall not be unreasonably withheld, and shall provide at least thirty (30) days prior written notice to the City of Grantee's request to do so, including all proposed changes in bandwidth or Channel allocation, and any assignments including any new equipment requirements that may occur as a result of these changes.

5.5 Obscenity.

Grantee shall not transmit, or permit to be transmitted, over any Channel any Programming which is obscene in the sense that such Programming is not protected speech under the Constitution of the United States. The Grantee shall comply with all relevant provisions of federal law relating to obscenity. The City acknowledges that Grantee has no editorial control over Programming carried on PEG Channels.

5.6 Parental Control Device.

Upon request by any Subscriber, Grantee shall make available at Grantee's actual cost a parental control or lockout device compatible with the Subscriber's equipment that will enable the Subscriber to block access to any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of the original subscription and annually thereafter, and if requested by the Subscriber, shall provide the device at the time of the original installation.

5.7 Leased Access Channels.

Leased Access Channels shall be provided in accordance with federal law.

SECTION 6. PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS

6.1 Designated Access Managers.

6.1.1 The City shall name Designated Access Managers for Public, Education, and Governmental Access Programming. Designated Access Managers shall have sole responsibility for operating and managing their respective Access Facilities.

6.1.2 Grantee shall cooperate with Designated Access Managers and providers and facilitate their use of the Cable System and Programming of PEG Access

Channels. Grantee shall enter into such operating agreements with Designated Access Managers as are appropriate to meet PEG Access requirements of this Franchise.

6.2 PEG Channel Capacity.

6.2.1 System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 150 channels of video programming to its customers in the Franchise Area.

6.2.2 Access Channel. Within 180 days of the Effective Date, or other mutually agreed to date, the Grantee shall provide one (1) Access Channel, for use by the City for governmental or educational programming. Access to other regional programming will be done through the use of existing available public access mosaics. Additional Access Channels shall be made available upon six (6) months written notice and when the following criteria are met:

1. The City has made a determination, after notice and opportunity for public comment, that an additional dedicated Access Channel is required to meet more fully such community needs and interests.
2. The existing Access Channel provided under this Franchise is in use and programmed with Access programming during at least eighty percent (80%) of the time during any consecutive twelve (12) hour period for ten (10) consecutive weeks.
3. At least one-third (1/3) of the Access programming presented during such ten (10) week period is produced within or related directly to the City.
4. Not more than one-third (1/3) of the aggregate hours of Access programming is repeat programming.

After one hundred and eighty (180) days of operation of a triggered Access Channel, and upon thirty (30) days written notice, the Grantee may make use of the triggered Access Channel for its own purposes if said channel no longer fits the above criteria for a period of ten (10) consecutive weeks. Upon one hundred and eighty (180) days' notice, the City may reclaim use of such channel(s) for transmission of Access programming which cannot be accommodated on other channels then in use for Access programming. Grantee shall never be required to provide more Access Channels than any other cable provider in the City. All of the Access Channels may be made available through a multi-channel display (i.e., a picture in picture feed) on a single TV screen called a "mosaic," where a cable customer

can access via an interactive video menu one of any required Access Channel. The location of the mosaic and Access Channels will be determined through mutual discussion of the parties and must be on an available channel.

6.2.3 Support for Access Capital Costs. In an effort to meet the demonstrated community need for Access Programming, and upon ninety (90) days' written notice by City after imposing such a charge on the Dominant Cable Operator, Grantee shall collect from Subscribers an amount as set by the City periodically throughout the term of this Franchise not to exceed one dollar (\$1.00) per Subscriber per month ("PEG Fee"). The PEG Fee may be used for Access related capital expenditures, such as production equipment and/or a studio. Upon ninety (90) days' notice, the PEG Fee may be adjusted or waived by the City not more than once per year. Grantee shall remit the PEG Fee at the same time as quarterly Franchise Fee payments hereunder are payable. Grantee shall not be responsible for paying the PEG Fees with respect to gratis or Bad Debt accounts. The City can inquire as to the status of any such account, and Grantee agrees to meet with the City, upon request, to discuss such matters as necessary. Grantee's PEG Fee shall never be more than the PEG Fee collected on a per Subscriber per month basis by any other provider in the City. The City and Grantee agree that any PEG Fees shall be referred to on Subscribers' bills as a "PEG Fee," or language substantially similar thereto.

6.2.4 The PEG Fees provided for in this section shall not be offset or credited against any Franchise Fee payments, but are not considered Gross Revenues for purposes of the Franchise Fee.

6.3 Changes in Technology.

In the event any change is made in the Cable System and related equipment and Facilities or in the signal delivery technology of Grantee's Cable Services that directly or indirectly materially degrades the signal quality or transmission of PEG Access Programming, Grantee shall at its sole expense and free of charge to the City take necessary steps or provide necessary technical assistance, including, but not limited to, the acquisition of all necessary equipment, to ensure that the capabilities of the Designated Access Managers, PEG Access Programmers, or Programming offerings (quality of Channel or video) are restored.

6.4 Technical Quality.

Grantee shall maintain all PEG Channels at the same level of technical quality and reliability as the best commercial channels carried on the Cable System. Grantee shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use upon the Effective Date of this Franchise, necessary to carry a quality signal to and from the Demarcation Point at City's or Designated Access Manager's facilities.

- 6.4.1 PEG Channel Signal Quality. Grantee shall deliver to Subscribers PEG Channel Programming contemporaneously with its delivery to Grantee by Designated Access Managers, without change in its content or format such as standard digital or HDTV or successor formats, from that provided by Designated Access Managers. Unless otherwise approved by the City or a Designated Access Manager, Grantee will not alter any PEG signal to either improve or degrade the PEG signal or alter, fail to retransmit or remove any formatting or coding information or data associated with any such signal, such as information associated with stereo closed captioned or digital transmissions.
- 6.4.2 Grantee shall provide all current and future activated downstream Channels for PEG Access use in a standard digital (SD) or high definition (HD), to the extent the City provides it to Grantee in HD, or successor format in Grantee's Basic Service level as specified herein. Grantee shall carry all components of the SD or HD Access Channel signals provided by the Designated Access Managers including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The Designated Access Manager shall be responsible for providing the Access Channel signal in a SD or HD or successor format (as specified herein) to the Demarcation Point at the designated point of origination for the Access Channel. Grantee shall be responsible for costs associated with the transport and distribution of the Access Channel on its side of the Demarcation Point.
- 6.4.3 Grantee shall permit City to include the basic PEG Channel information in any electronic/interactive program guide. Grantee shall bear the costs to include the basic information in the programming guide for the PEG Channels, free of charge and at no cost to the City. The City shall have the right to pay for more enhanced program information to be made available on the programming guides including the Channel name and logo/icon, program titles scheduled in thirty (30) minute time blocks, program descriptions, information needed for search & record features, and any other information similarly provided for other broadcast channels and commercial cable/satellite Channels.
- 6.4.4 Grantee will ensure construction of Fiber Optic links to the PEG locations designated as of the Effective Date or mutually agreed upon between the City and Grantee for two-way origination and return capacity permitting transmission of originated program material between the Headend and specified facilities located within the City.
- 6.5 Complimentary Service.
- 6.5.1 Service to School Buildings. Upon request, the Grantee shall provide the "Basic" tier of Cable Service and one set top box without charge and free installation of the first outlet to each accredited K-12 public school located in the Franchise Area provided that such schools are designated as Qualified Living Units and no other Cable Operator is providing Cable Services at such location.

6.5.2 Service to Government Facilities. Upon request, the Grantee shall provide the “Basic” tier of Cable Service and one set top box without charge and free installation of the first outlet to each municipal building located in the Franchise Area that is a Qualified Living Unit. Additional outlets may be installed by Grantee at the normal non-discriminatory commercial rate and any services in addition to the “Basic” services may be billed for on a monthly basis at the normal commercial rate as determined by the Grantee’s commercial accounts guidelines, provided that the municipal buildings are designated as Qualified Living Units and no other Cable Operator is providing Cable Services at such location. “Municipal buildings” are those buildings owned or leased and occupied by the City where Cable Service is currently provided and those buildings owned or leased and occupied by the City for government administrative purposes, including without limitation those listed in Exhibit A to this Franchise but not including those buildings owned by the City but leased to third parties at which government employees are not regularly stationed. In instances wherein the City is leasing and occupying the building, the City shall be responsible for acquiring any necessary right of entry agreement and paying any associated fees that may be required by the building’s owner.

6.6 Access Channel Viewership Information.

6.6.1 Survey Data. Grantee will share with the City any data it obtains in its normal course of business about PEG Channel viewership and demographics.

6.6.2 Ratings. Grantee shall promptly provide copies of any ratings information it obtains on a regular basis in its normal course of business from a third party concerning viewership of PEG Channels to the City (for Cable Services provided on any Governmental or Educational Channel) and to the Designated Public Access Manager (for Cable Services provided on any Public Access Channel); provided, however, that with respect to any such ratings, Grantee shall redact any personally identifiable information prior to providing such information to the City or PEG providers as applicable. The preceding sentence shall not apply to any information Grantee receives from an ascertainment it has commissioned in connection, with the renewal of the Franchise or to any information Grantee generates on its own in connection with such renewal.

6.7 PEG Information for Subscribers.

6.7.1 Grantee shall include information about Public, Educational and Governmental Access Programming and activities in materials provided to Subscribers at the time of Cable Service installation. The Grantee shall include appropriate designation of the PEG Channel.

6.7.2 Cost Treatment of PEG Costs. Any and all payments and costs of services provided by Grantee to City in support of PEG Access Programming and other commitments shall not be deemed "Franchise Fees" within the meaning

of Section 622 of the Cable Act (47 U.S.C. § 542). Any PEG Access support fees (the “PEG Fee”) required by this Franchise are intended to conform to the provisions of Section 611 of the Cable Communications Policy Act of 1984, and further are intended to be payments of the type described in Section 622(g) (2) (B) and (C) of said Act, and not to be or to constitute Franchise Fees.

SECTION 7. GENERAL CABLE SYSTEM REQUIREMENTS

7.1 Baseline Cable System Characteristics and Functionality.

The Cable System shall, at all times during the Franchise term, meet or exceed the following requirements:

7.1.1 Industry-accepted Equipment.

1. The Cable System shall use equipment generally used in high-quality, reliable, modern systems of similar design, including, but not limited to, backup power supplies rated at a minimum of twenty-four (24) hours at the Headend and Central Offices.
2. In addition, the Cable System's electronics shall be capable of passing through the signals received at the Headend without substantial alteration or deterioration.
3. The Facilities and equipment on the Cable System must be able to deliver high quality signals that meet or exceed applicable FCC technical quality standards, including but not limited to those set forth in 47 C.F.R. § 76.601, regardless of the particular manner in which the signal is transmitted.
4. Grantee shall comply with all applicable laws and regulations concerning Cable System compatibility with Subscribers' television receivers and/or recording devices.

7.1.2 Cable System Functionality. The Cable System shall have a bandwidth capable of providing the equivalent of a typical 750 MHz Cable System. Recognizing that the City has limited authority under federal law to designate the technical method by which Grantee provides Cable Service, as of the Effective Date of this Franchise, Grantee provides its Cable Service utilizing two different methods. First, using a PON platform, the Grantee provides Cable Service to some Qualified Living Units by connecting fiber directly to the household (“FTTP”). Second, the Grantee provides Cable Service to some Qualified Living Units by deploying fiber further into the neighborhoods and using the existing copper infrastructure to increase broadband speeds (“FTTN”). Generally speaking, when Grantee deploys FTTN, households located within 4,000 cable feet of a remote terminal shall receive broadband speeds capable of providing Cable Service. In both the FTTP and FTTN footprint, a household

receiving a minimum of 25Mbps shall be capable of receiving Cable Service after Grantee performs certain network grooming and conditioning. Grantee shall determine in its discretion where to upgrade its network to convert these households to Qualified Living Units.

- 7.1.3 FCC Compliance. Grantee shall comply with all applicable FCC regulations regarding scrambling or other encryption of signals.
- 7.1.4 No Deterioration to Access Signals. The Cable System shall be so constructed and operated that there is no significant deterioration in the quality of PEG Access Channels or leased access signals, either Upstream or Downstream, as compared with any other Channels on the Cable System; however, Grantee shall not be required to alter a PEG Access Channel or leased access signal if the Channel or signal received by Grantee is of poor quality. Deterioration refers to any signal problem, including, but not limited to, ghost images and other interference and distortions.
- 7.1.5 Parental Control. Grantee shall ensure that means are available to enable Subscribers to completely block out audio and video on any undesired Channels on the Cable System.
- 7.1.6 Program Security. The Cable System shall include equipment so that any pay-per-view Programming can only be activated by the positive action of a Subscriber using, for example, a private identification number or other individual selection procedure.
- 7.1.7 Service to Persons with Disabilities. The Cable System shall transmit closed captions for all Programming that includes a closed caption signal. In addition, Grantee must have means available, and a publicly listed telephone number for such means, that will allow hearing- or speech-impaired persons to contact the Grantee.
- 7.1.8 Quality of Service. Grantee agrees to provide Cable Service at a level consistent with current applicable FCC standards.
- 7.1.9 Service Connections. Grantee shall provide Cable Services upon request from any person in the City who resides in a Qualified Living Unit within seven (7) business days. A request shall be deemed placed on the date of signing a service agreement, receipt of funds by Grantee, or receipt by Grantee of a verified verbal or written request. Rates and charges may not exceed the Grantee's published rates.
- 7.1.10 Emergency Alert System. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (“EAS”), consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Washington State Emergency Alert System Plan requirements.

The EAS shall allow authorized officials to override the audio and video signals on all Channels to transmit and report emergency information. In the case of any sudden, unforeseen event that has the potential to cause significant damage, destruction, or loss of life, Grantee shall make the EAS available without charge and in a manner consistent with the Washington State Emergency Alert System Plan (“Plan”) for the duration of such sudden, unforeseen event. Grantee shall cooperate with designated state officials to test the emergency override system, for periods not to exceed one minute in duration and not more than once every six months, and upon request by the City, provide verification of compliance with Washington State’s Plan. The City may identify authorized emergency officials for activating Grantee’s EAS consistent with the State’s Plan, and the City may also develop a local plan containing methods of EAS message distribution, subject to applicable laws.

SECTION 8. TECHNICAL OPERATION AND MAINTENANCE STANDARDS AND REQUIREMENTS

8.1 Technical and Safety Standards.

Grantee will maintain the Cable System using applicable City codes and the following safety codes and construction standards:

1. NEC – the National Electrical Code;
2. NESC – the National Electrical Safety Code;
3. OSHA – the Occupational Safety and Health Act; and
4. WISHA – the Washington Industrial Safety and Health Act.

Nothing herein shall preclude Grantee from raising any and all defenses it may have under applicable codes.

8.2 Network Monitoring and Repair.

Grantee shall monitor all power supplies and fiber nodes, utilizing the latest in status monitoring techniques and will initiate repairs within a twenty-four (24) hour time period as required by applicable FCC rules and regulations.

8.3 Component and Cable System Tests, Records and Test Points.

Grantee will initially test all active components before installation into the Cable System. Initial proof-of-performance will meet or exceed the minimum requirements set forth in FCC Rules and Regulations Part 76, subpart K, “Technical Standards,” as applicable.

8.4 Routine Maintenance and Performance Testing.

Grantee will maintain the Cable System by providing routine maintenance and performance testing to meet the requirements of FCC Rules and Regulations Part 76, including bi-annual proof of performance tests, as applicable.

8.5 Spare Parts.

Grantee shall have immediately available a sufficient supply of spare parts to effect repairs in accordance with the requirements of this Franchise.

8.6 Testing Notification.

Grantee shall notify the City in advance of testing for compliance with applicable FCC signal standards. The City may have a representative present to observe such tests and may designate one location to be tested. Grantee shall provide the City with a report of testing for compliance with applicable FCC standards in accordance with Section 16 and upon request (but not more than twice a year). Such report shall state, in pertinent part, that the Cable System is in full compliance with FCC rules and regulations or, in the alternative, set forth with specificity and in detail all areas of non-compliance their actual or likely scope and causes, and a plan for instituting corrective measures to immediately and permanently correct the non-compliance.

8.7 NESC Records.

Grantee shall provide, consistent with Subsection 16.1, any Records that may be required by the NESC rules which apply to the construction and maintenance of the Cable System in the City.

SECTION 9. SUBSCRIBER RELATIONS AND COMPLAINT PROCEDURE

9.1 Office Hours and Telephone Availability.

9.1.1 The Grantee shall maintain a local or toll free telephone Subscriber service access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

9.1.2 Trained company representatives shall be available to respond to Subscriber telephone inquiries during Normal Business Hours. Grantee shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays, for emergency purposes.

9.1.3 After Normal Business Hours, the Subscriber service access line may be answered by an IVR (interactive voice response). A qualified Grantee representative shall respond on the next business day to inquiries received after Normal Business Hours.

9.1.4 Under Normal Operating Conditions, telephone answer time, including wait time, shall not exceed thirty (30) seconds. If the call needs to be transferred,

transfer time shall not exceed thirty (30) seconds. This standard shall be met no less than eighty percent (80%) of the time under Normal Operating Conditions, as measured on a quarterly basis.

9.1.5 The total number of calls receiving busy signals shall not exceed three percent (3%) of the total telephone calls. This standard shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

9.2 Quarterly Reports.

9.2.1 Beginning twelve (12) months after the Effective Date, Grantee shall report its compliance with this section on a quarterly basis within thirty (30) days of the end of the quarter.

9.2.2 All data in the report shall reflect activity within an area that reasonably approximates the jurisdictional boundaries of King County, including the City.

9.2.3 To measure the Grantee's compliance with standards related to customer telephone response times, the report shall include, at a minimum, the following information from the Grantee:

1. The total number of calls offered to Grantee;
2. The number of calls handled by the Grantee's IVR within 30 seconds;
3. The total number of calls during which a customer requested, in any fashion, to speak with a CSR;
4. The total number of calls transferred to a CSR;
5. The total number of calls transferred to a CSR that were answered within 30 seconds; and
6. The average wait time before a call to a CSR was answered.

9.2.4 Grantee shall permit the City to review and audit the information required under this section at any time during Normal Business Hours upon reasonable notice.

9.3 Installations and Subscriber Service Calls.

9.3.1 Under Normal Operating Conditions, each of the following standards shall be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.

- 9.3.2 Standard Installations for Qualified Living Units shall be performed within seven (7) business days after an order has been placed, unless otherwise requested by Subscriber.
- 9.3.3 The “appointment window” alternatives for installations, service calls, and other activities shall be, at maximum, within a four (4) hour block during Normal Business Hours. Subscribers requesting installation of Cable Service or repair service to an existing installation may choose any available four (4) hour block of time during Normal Business Hours. Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Subscriber.
- 9.3.4 Grantee may not cancel an appointment with a Subscriber after 5 p.m. on the day before the appointment. If the cable installer or technician is running late and will not meet the specified appointment time, he or she must contact the customer and reschedule the appointment at a time which is convenient for the Subscriber.

Grantee shall be deemed to have responded to a request for service if a technician arrives within the agreed-upon time period. If the Subscriber is absent when the technician arrives, the technician shall verify the appointment with the technician’s dispatcher by telephone while at the Subscriber’s door and leave written notification of timely arrival. Grantee shall keep a record of the notification. In such circumstances, the Subscriber must contact Grantee to reschedule the appointment.

- 9.3.5 If a representative of the Grantee will not be able to keep an appointment, the Grantee shall contact the Subscriber before the end of the scheduled appointment and reschedule the appointment at a time convenient for the Subscriber.

9.4 Outages and Other Service Interruptions.

- 9.4.1 An outage is a Service Interruption that involves a loss or substantial impairment in reception on all Channels for a period of one hour or more.
- 9.4.2 Excluding conditions beyond the control of the Grantee, the Grantee will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

9.5 TV Reception.

- 9.5.1 The signal quality provided by Grantee shall meet or exceed applicable technical standards established by the FCC. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

9.5.2 If a Subscriber experiences poor signal quality or reception, Grantee shall respond and make efforts to repair the problem no later than the next business day following the Subscriber call; provided that the Subscriber is available and the repair can be made within the allotted time. If an appointment is necessary, the Subscriber may choose a four-hour block of time during Normal Business Hours. At the Subscriber's request, the Grantee shall repair the problem at a later time convenient to the Subscriber.

9.6 Communications between Grantee and Information to Subscribers.

9.6.1 Customer Information. Upon installation, annually, and at any time a Subscriber requests, Grantee shall provide the following information to its Subscribers in a clear, concise written form. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the following, to the extent such changes are under the control of Grantee or an Affiliated Entity:

1. Products and services offered;
2. Prices and options for programming services and conditions of subscription to programming and other services;
3. Installation and service maintenance policies;
4. Instructions on how to use the Cable Service;
5. Channel positions of programming carried on the system; and
6. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

9.6.2 Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

9.6.3 Grantee shall provide Subscribers with notification and announcements on the Cable System, of any changes in Programming, services, or Channel positions as soon as possible, but no less than thirty (30) days in advance of such changes if the change is within the control of the Grantee. Subscribers shall be given a description of the changes, their options for changing services they receive, the phone number for questions, and the effective date of the change.

9.6.4 All of Grantee's officers, agents, employees, contractors, and subcontractors who are in personal contact with Subscribers shall have visible identification

cards bearing their name and photograph. Grantee shall account for all identification cards at all times. Every vehicle of the Grantee used for providing services to customers shall be clearly visually identified to the public as working for Grantee. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Officers, agents, and employees of the Grantee and its contractors and subcontractors shall identify themselves to the customer when making a service call or installation.

9.6.5 All promotional materials advertising Cable Services shall accurately disclose price terms. For non-automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event Programming before an order is taken.

9.6.6 Grantee shall not charge customers for any services they have not affirmatively requested. This section shall not prevent Grantee from adding Programming to an existing Tier.

9.7 Billing, Credits, Refunds, and Deposits.

9.7.1 Grantee will send Subscribers a clear and concise bill every month. Bills may be fully itemized to the extent allowed by law and this Franchise, provided that all bills shall clearly reflect only a single total amount due. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates and credits. Franchise Fees, costs and taxes shall be itemized in a manner that accurately and fairly portrays the basis, for the taxes and fees.

9.7.2 Grantee shall provide a due date on each bill that is at least thirty (30) days from the beginning date of the applicable billing cycle. A monthly bill shall be issued to all Subscribers regardless of balance due, other than Subscribers receiving complimentary service.

9.7.3 Thirty (30) days advance written notice must be given to Subscribers of any changes in rates, if the change is within the control of the Cable Operator.

9.7.4 Credits for service must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

9.7.5 Refund checks shall be issued promptly and no later than the Subscriber's next billing cycle or thirty (30) days, whichever is earlier, or upon the return of equipment when service is terminated.

9.8 Subscriber Rights.

9.8.1 Discrimination Prohibited. Grantee shall comply at all times with all applicable laws, rules, and regulations including the terms of the Franchise relating to non-discrimination.

1. All Grantee rates and charges shall be published and non-discriminatory. Except as provided hereunder, Grantee shall establish similar rates and charges for all Subscribers receiving similar services, regardless of type of Dwelling Unit, race, color, religion, age, sex, gender identity, marital or economic status, national origin, sexual orientation, political ideology, creed, ancestry; or the presence of any sensory, mental or physical handicap. Nothing in this Subsection shall be construed to prohibit the temporary reduction or waiving of rates and charges in conjunction with promotional campaigns or discounted rates for provision of Cable Services to Multiple- Dwelling Unit buildings.
2. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Access Programmers or any other Persons on the basis of type of Dwelling Unit, race, color, religion, age, sex, gender identity, marital or economic status, national origin, sexual orientation, political ideology, creed, ancestry; or the presence of any sensory, mental or physical handicap.
3. The Grantee shall not take any retaliatory action against a Subscriber because of the Subscriber's exercise of any right it may have under federal, state, or local law, nor may the Grantee require a Subscriber to waive such rights as a condition of service.

9.8.2 Privacy. Grantee shall comply with the Subscriber privacy regulations set forth in 47 U.S.C. § 551 and any lawful state or local laws pertaining to privacy.

9.8.3 Services to People with Disabilities.

9.8.3.1 Within ninety (90) days after the City providing notice to Grantee that another Cable Operator has a similar provision in its franchise agreement, Grantee shall for any Subscriber with a verified disability that prevents the Subscriber from self-installing equipment, at no charge deliver, install, and pick up equipment at the Subscriber's home. In the case of malfunctioning equipment, Grantee shall provide and install substitute equipment, ensure that it is working properly, and remove the defective equipment.

9.8.3.2 Grantee shall provide TDD/TTY service with trained operators who can provide every type of assistance rendered by the Grantee's CSR for any hearing-impaired Subscriber at no charge.

9.8.3.3 Grantee shall install, at no charge, any closed captioning device purchased by a hearing-impaired customer.

9.8.3.4 Grantee shall provide free use of a converter remote control unit to mobility-impaired Subscribers.

9.8.3.5 Any Subscriber with a disability may request the special services and equipment described in this section by providing Grantee with a letter from the Subscriber's physician stating the need, or by making the request to Grantee's installer or service technician, if the need for the special services can be visually confirmed.

9.8.4 Permission of Property Owner or Tenant for Installation, and Treatment of Property Owner's Property.

9.8.4.1 If cable passes over or under private or publicly owned property, Grantee is solely responsible for obtaining all necessary permission from the property owner.

9.8.4.2 Grantee shall not install or attach any of its facilities to any property without first securing the written permission of the owner or tenant of any property involved, or of such other person who has the right to approve or disapprove the attachment (authorized party), except if there is an existing utility easement. If such permission or easement is later revoked, Grantee at the request of the authorized party shall promptly remove any of its facilities and promptly restore the property to its original condition at Grantee's expense. Grantee shall perform all such installations and removals in compliance with state and local law and shall be responsible for any damage to residences or other property caused by the installation or the removal. In the event Grantee fails to perform such restoration, the authorized party has the right to do so at the sole expense of Grantee. Demand for payment for such restoration must be submitted by the authorized party in writing to Grantee.

9.8.4.3 Provision of Cable Services may not be conditioned on any right of entry agreement that requires an exclusive, long-term service commitment. However, the preceding sentence does not affect Grantee's right to furnish additional consideration in exchange for a right of entry agreement.

9.8.4.4 Trees, shrubs, and other landscaping on a Subscriber's property that are damaged by Grantee, or any employee or authorized agent, during installation or construction for the Subscriber or in the process of serving adjacent structures, shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner of the property on which they are located.

9.8.4.5 Grantee shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated.

Grantee shall repair or replace any damaged property, or compensate property owners for damage resulting from Grantee's installation, construction, service, or repair activities for a Subscriber.

9.8.4.6 Except in the case of an emergency involving public safety or Service Interruption to a large number of Subscribers, or where Grantee has a legal right of access or entry, Grantee shall give reasonable notice to property owners or legal tenants before entering upon their private property, and the notice shall specify the work to be performed. In the case of construction operations, such notice shall be delivered or provided at least twenty-four (24) hours before entry. In the case of an emergency, Grantee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Nothing in this section authorizes access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by Grantee's activity, Grantee shall reimburse the property owner one hundred percent (100%) of the cost of repairing the damage or replacing the damaged property. For the installation of pedestals or other major construction or installation projects by Grantee, property owners shall also be notified by mail or door hanger notice at least one (1) week in advance.

9.8.4.7 Grantee shall clean all areas surrounding any work site of debris caused by Grantee's activities and ensure that all materials are disposed of properly.

SECTION 10. COMPENSATION AND AUDITING

10.1 Amount of Compensation.

In consideration of permission to use the Rights-of-Way of the City, the Grantee shall pay annually as a Franchise Fee to the City, throughout the duration of this Franchise, an amount of five percent (5%) of Grantee's Gross Revenues. If during the term of this Franchise, the FCC, federal or state government, or the courts effectively permit the City to impose a Franchise Fee greater than five percent (5%), the City shall have the right to increase the Franchise Fee to take full advantage thereof. Any change in Franchise Fee percentage shall be imposed on all similarly situated multichannel video providers over which the City has jurisdiction and authority to impose such fees.

10.2 Effect of Additional Commitments on Franchise Fees.

Except as specifically provided in this Franchise or permitted by federal or state law, no term or condition in this Franchise shall in any way modify or affect the Grantee's obligation to pay the Franchise Fee. Although the total sum of Franchise Fee payments and additional financial and other obligations of this Franchise may exceed five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the sole Franchise Fee provided for in this

Franchise is the Franchise Fee called for in Subsection 10.1 and that no other obligation of Grantee under this Franchise constitutes a Franchise Fee, nor shall any such obligations be offset or credited against any Franchise Fee payments due to the City, except as specifically provided by this Franchise, other City Ordinance, or federal or state law.

10.3 Payment of Franchise Fees on Bundled Services.

10.3.1 In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with Non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one class of service resulting in a discount on Cable Services, Grantee agrees that for the purpose of calculation of the Franchise Fee, it shall allocate to Service revenue no less than a pro rata share of the revenue received for the bundled or combined services or some other methodology provided that any such other methodology does not result in an allocation less than a pro rata share of the Service revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

10.3.2 This Subsection is not intended to apply to reduction in Franchise Fees that result from other causes such as changes in the law, Subscriber losses, Subscriber service downgrades, Force Majeure, or short-term promotional activities (e.g., premium channel discounts or sales).

The City shall have the right to audit Records regarding the allocation of revenues derived from bundles involving Cable Services and Non-Cable Services. Upon the City's request, Grantee will meet with the City or a designated City representative following reasonable advanced notification to explain the methodology Grantee is using to allocate revenues generated from bundled services. If the City reasonably believes Grantee is allocating bundled revenues contrary to the provisions of this Subsection 10.3, the City may submit the matter to a third party for mediation. The cost of the mediation shall be shared equally between the City and the Grantee. Participation in mediation shall not prejudice the right of either party to bring the matter to a court of competent jurisdiction or pursue any other remedies available to them in this Franchise or by law.

10.4 Payments and Quarterly Reports.

10.4.1 Payments. Grantee's Franchise Fee payments to the City shall be computed quarterly following the Effective Date of this Franchise. Each payment shall be due and payable at the same time as the Utility Business and Occupation Tax payment for the same period.

10.4.2 Quarterly Reports. Each payment shall be accompanied by a written report to the City, verified by an officer of Grantee or his or her authorized designee,

containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall be in form and substance satisfactory to the City and shall include revenue by product category.

10.5 Interest on Late Payments.

Within ninety (90) days after the City providing notice to Grantee that another Cable Operator has a similar provision in its franchise agreement, payments not received within forty-five (45) days from the quarter ending date shall be assessed interest compounded at the rate of one percent (1%) per month from the due date or the highest rate allowed by law, whichever is greater, but not to exceed eighteen percent (18%) in any event.

10.6 Acceptance of Payment and Recomputation.

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or any other claim or right. All amounts paid shall be subject to audit and recomputation by the City, provided that such audit and recomputation is completed within six (6) years of the date payment was due. If the City requests in writing that the Grantee provide, or cause to be provided, any information reasonably within the scope of the audit, and the Grantee fails within thirty (30) days of receipt of the request to provide such information or cause it to be provided, then the six (6) year period shall be extended by one day for each day or part thereof beyond thirty (30) days that such failure continues..

10.7 Audits.

10.7.1 The City reserves the right to conduct audits relating to matters arising under this Franchise or to retain an independent Certified Public Accountant to conduct such audits. In the event an audit results in a determination that Grantee has underpaid any Franchise Fee arising under this Franchise by five percent (5%) or more, or materially misstated financial information in any report furnished to the City, Grantee shall reimburse the City for the costs of the audit, such cost not to exceed five thousand dollars (\$5,000).

10.7.2 Grantee shall pay to the City any amounts any audit indicates are owed following an independent review of such audit.

10.8 No Offset or Credit against Franchise Fees.

The City and Grantee agree that any utility tax, business and occupation tax or similar tax shall be in addition to any Franchise Fees required herein and there shall be no offset or credit against Franchise Fees for any utility tax, business and occupation tax or similar tax, subject to applicable law.

SECTION 11. INDEMNIFICATION, INSURANCE, BONDS AND SECURITY FUND.

11.1 Indemnification.

The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including without limitation accidental death, copyright, infringement, defamation and all other damages) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs. If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to the Grantee, which defense shall be at the Grantee's expense. The City may participate in the defense of a claim and, in any event, the Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval, which shall not be unreasonably withheld. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by this Section. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by the Grantee to represent the City, the Grantee shall pay reasonable attorneys' fees and expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by the Grantee. The City's fees and expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by the Grantee. In the event any other Cable Operator has a different Indemnification obligation in a future franchise agreement, the parties agree to meet to discuss modifications to Grantee's Indemnification obligation. The provisions of this Section shall survive the expiration or termination of this Agreement.

11.2 Insurance.

11.2.1 Grantee shall maintain on file with the City evidence of insurance coverage satisfactory to the City with minimum coverage and limits of liability specified below.

11.2.2 Grantee shall maintain:

1. Commercial General Liability (CGL) insurance written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$3,000,000 per Occurrence, \$3,000,000 Premises/Operations, Products/Completed Operations Aggregate, Personal/Advertising Injury Liability, Contractual Liability, and Independent Contractors Liability; \$3,000,000 Each Accident/Each Disease/ Policy Limit Employers Liability/Washington Stop Gap. The CGL insurance shall not exclude XCU/subsidence perils or any similar perils;

2. Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased, or hired vehicles, as applicable, with a minimum limit of \$3,000,000 each accident for bodily injury and property damage; and
3. Workers Compensation insurance for Washington State as required by Title 51 RCW Industrial Insurance.

The City may increase the minimum policy limits and coverage from time to time as the City deems appropriate to adequately protect the City and the public. In the event any other Cable Operator has a different policy limit for the items covered in this Section, upon ninety (90) days' notice, Grantee will modify the limits in its insurance policy to match the amount of the other Cable Operator.

The CGL insurance and Excess or Umbrella liability insurance, if any, shall include the "City of Mercer Island, its officers, officials, employees, agents and volunteers" as additional insureds subject to a standard "Separation of Insureds" or "severability" clause, and shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.

- 11.2.3 Grantee specifically acknowledges that the limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Grantee, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Grantee regarding this Franchise, nor (2) construed as limiting the liability of any of the Grantee's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies. Each insurance policy shall be issued by an insurer rated A: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City. Grantee shall provide at least thirty (30) days' notice to the City of any change, cancellation or lapse thereof.
- 11.2.4 Grantee's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Mercer Island from coverage or asserting a claim under Grantee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Grantee's insurance policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (1) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), (2) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (3) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (4) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (5) any "Insured vs. Insured" or "cross-liability" exclusion, and

(6) any type of punitive, exemplary or multiplied damages exclusion.

11.2.5 The term “insurance” and “insurer(s)” under this Subsection 11.2 shall apply to self-insurance and self-insurer(s). Should Grantee maintain self-insurance (except that subject to a deductible endorsement provision that specifies that the nonpayment of deductible amounts by the named insured shall not relieve the insurer from payment of claims), it shall disclose in writing details of such self-retained limit(s). Should such self-insurance not be fronted by an insurance company, Grantee shall issue a letter stating that it will cover the City as an additional insured for the required coverages as if a commercial insurance policy applied and will specify how and to whom a tender of claim should be directed.

11.2.6 Certification of insurance, notice of cancellation and any other written communication under this Subsection 11.2 shall be addressed to: the Mercer Island Department of Information Technology, Office of Cable Communications (see address in Subsection 19.8).

11.2.7 Evidence of insurance shall be in a form and with such content that is acceptable to the City and shall include an actual copy of the designated additional insured endorsement or blanket additional insured endorsement or policy wording documenting that the City of Mercer Island is covered as an additional insured under Grantee's CGL Insurance.

In the event any other Cable Operator is required in a future franchise to obtain a construction bond, security fund or letter of credit, the parties agree to meet to discuss modifications to Grantee's obligations.

SECTION 12. GENERAL USE OF AND CONSTRUCTION IN RIGHT-OF-WAY

12.1 Relationship with Other Laws.

Construction work and maintenance of any and all of Grantee's Facilities within the City's Rights-of-Way shall be done in accordance with the Mercer Island Municipal Code.

12.2 Construction.

12.2.1 Subject to the terms of Subsection 1.1.4 of this Franchise, all construction and maintenance of any and all Facilities within the City's Rights-of-Way pursuant to this Franchise shall be and remain the Grantee's responsibility regardless of who performs the construction. Grantee shall apply for and obtain all-permits necessary for construction or installation of any Facilities, and for excavating and laying any Facilities, within the City's Rights-of-Way. Grantee shall pay all applicable fees upon issuance of the requisite construction permits by the City to Grantee, and shall pay all inspection fees and other costs incurred by the City as a result of work authorized by such permit.

- 12.2.2 Before beginning any construction, Grantee shall provide the City with a construction schedule for its work in the City's Rights-of-Way. As Grantee's construction of Facilities in the City's Rights-of-Way is completed or its location subsequently altered during the term of the Franchise, Grantee shall, upon request, periodically provide the City' Office of Cable Communications with maps showing the location of the installed Facility in the City's Rights-of-Way, as built.
- 12.2.3 To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along City Rights-of-Way and sidewalks for underground plant, Grantee shall make reasonable efforts to collocate its compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities, in the case that relocation or extension of Grantee's facilities is approved or required by City.
- 12.2.4 Before beginning any work in the City's Rights-of-Way, Grantee shall apply for and obtain appropriate permits from the City, and give appropriate notices to any other Grantees, licensees or permittees of the City, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.
- 12.2.5 When Facilities pass over or under private or publicly owned property it shall be Grantee's sole responsibility to obtain all necessary permission from the owner thereof before commencing work, and to notify all utility companies and property owners who may be subject to damage or inconvenience during such work.

12.3 Compliance with Construction and Safety Standards.

Grantee will construct and maintain the Cable System using applicable City codes and the following safety codes and construction standards:

1. NEC – the National Electrical Code;
2. NESC – the National Electrical Safety Code;
3. OSHA – the Occupational Safety and Health Act; and
4. WISHA – the Washington Industrial Safety and Health Act.

Nothing herein shall preclude Grantee from raising any and all defenses it may have under applicable codes.

12.4 Construction and Work Permits, Licenses and Permission.

Grantee agrees to file for and secure any required permits and/or licenses prior to its

commencement of any activity in the public Right-of-Way. Grantee shall notify the City when permitted work is completed to facilitate inspection.

12.5 Construction Area Safety and Cleanup.

Grantee agrees to inspect its contractor(s) on a regular basis and ensure that both its personnel and contractor(s) provide clean-up of all workplaces and adhere to industry safety as well as all state and local safety standards. Grantee shall provide specified periodic reports of its inspections to the City.

12.6 Relocation.

Upon thirty (30) days' prior written notice to Grantee (except in the case of emergency), the City shall have the right, as detailed in RCW 35.99.060, to require Grantee to relocate any part of Grantee's Cable System within the Right-of-Ways when required for any public work, capital improvement or when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee to the extent permitted by Washington law. Should Grantee fail to remove or relocate any such facilities by a reasonable date established by the City or in the case of an emergency, City may effect such removal or relocation, and the expense thereof shall be paid by Grantee to the extent permitted by Washington law, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Right-of-Ways, City shall make a reasonable effort to provide Grantee with an alternate location within the Right-of-Ways.

12.7 Restoration of City's Rights-of-Way.

Whenever Grantee disturbs the surface of any Right-of-Way for any purpose, the City shall be responsible for restoration of the City's Right-of-Way and its surface within the area affected by the excavation unless the City authorizes the Grantee in the street use permit to perform such restoration work. The cost of all restoration work, including the cost of inspection and supervision, shall be paid by the Grantee. All excavations made by Grantee in the City's Rights-of-Way shall be properly safeguarded for the prevention of accidents.

12.8 Maintenance and Quality of Work.

12.8.1 The Cable System shall be constructed in compliance with generally accepted industry standard.

12.8.2 The Cable System shall be constructed and maintained so as not to interfere with sewers, water pipes, conduits or any other property of the City, or with any other pipes, wires, conduits, structures or other facilities that may have been laid in the City's Rights-of-Way by or under the City's authority.

12.8.3 Grantee shall operate the Cable System so as to prevent injury to the City's property or property belonging to any Person within the City. Grantee, at its own expense, shall repair, renew, change and improve its Facilities from time to time as may be necessary to accomplish this purpose.

12.8.4 Grantee shall not construct the Cable System in any manner that requires any Subscriber to install any cable, wire, conduits or other facilities, under or over a Right-of-Way.

12.9 Acquisition of Facilities.

Upon Grantee's acquisition of Facilities in any City Right-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any Facility in any City Rights-of-Way, the Grantee shall, at the City's request, submit to the City a statement and as-built plans describing all existing Facilities, whether authorized by franchise, permit, license or other prior right, and depicting the location of all such Facilities with such specificity as the City may reasonably require. Such Facilities shall immediately be subject to the terms of this Franchise, and shall be brought into compliance with it as soon as practicable. In the event the new Facilities or annexed area have characteristics that make literal application of any term of the Franchise inappropriate, the parties will negotiate in good faith to modify the Franchise solely with respect to such characteristics and only to the extent necessary to achieve consistency with the purposes of this Franchise.

12.10 Reservation of City Right-of-Way Rights.

Nothing in this Franchise shall prevent the City from constructing, maintaining, or repairing any City Right-of-Way, or public work or improvement in the City's Rights-of-Way. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of the Cable System. However, if any of the Cable System will interfere with the construction, maintenance, or repair of any City Right-of-Way or public work or improvement in the City's Rights-of-Way, at its own expense the Grantee shall remove or relocate the Cable System as the City directs. Should the Grantee fail to remove, adjust or relocate the Facilities by the date established by the City Engineer's written notice to Grantee, the City may effect such removal, adjustment or relocation and recover the cost thereof from the Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

12.11 Reservation of Rights and Privileges.

Nothing in this Franchise shall deprive the City of any rights or privileges that it now has, or that may hereafter be conferred upon it, including any rights to exercise its police powers in the regulation, control, and use of the Rights-of-Way.

12.12 Street Vacation.

If any street or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City Council specifically reserves to Grantee the right to continue its installation in the vacated street, Grantee shall, without delay or expense to the City, remove its Facilities used exclusively for the provision of Cable Service from such street and the expense thereof shall be paid by Grantee.

12.13 Discontinuing Use of Facilities.

Whenever Grantee intends to discontinue using any Facility within the City's Rights-of-Way exclusively for the provision of Cable Service, Grantee shall submit for the approval of the authorizing City department a complete description of the Facility and the date on which the Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding the Grantee's request that any such Facility remain in place, the City may require the Grantee to remove the Facility from the City's Right-of-Way or modify or maintain the Facility to protect the public health and safety or otherwise serve the public interest. The City may require the Grantee to perform a combination of modification, maintenance, and/or removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for, all necessary repairs and relocations of the Facility, as well as maintenance of the City's Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

12.14 Hazardous Substances.

12.14.1 Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning Hazardous Substances relating to the Cable System in the City's Rights-of-Way. For purposes of this Subsection 12.14, "Hazardous Substances" shall be all substances so characterized in RCW 70.105D.020(13).

12.14.2 Grantee shall maintain and inspect the Facilities located in the City's Rights-of-Way and immediately inform the City of any release of Hazardous Substances. Upon reasonable notice to Grantee, the City may inspect the Facilities in the City's Rights-of-Way to determine if any release of Hazardous Substances has occurred, or may occur, from or related to the Facilities. In removing or modifying the Facilities as provided in this Franchise, Grantee shall also remove all residue of Hazardous Substances related thereto; provided, however, if it is determined that the Facilities did not cause the release of Hazardous Substances, Grantee shall have no duty to remove such substances.

12.14.3 Grantee agrees to forever indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of Hazardous Substances arising from, connected to or incident to the Grantee's Facilities in the City's Rights-of-Way.

12.15 Undergrounding of Cable.

Grantee is strongly encouraged to locate and construct its present and future cables and other Facilities underground. Grantee shall install cables or other Facilities underground wherever and at the same time existing utilities in the immediate vicinity are installed underground, where all utilities are placed underground, or where statute or ordinance requires utilities to be placed

underground. Previously installed aerial cable shall be undergrounded in concert, and on a reasonable cost-sharing basis, with other utilities pursuant to the general ordinances of the City or applicable state law, or in the event that a telecommunications utility or a public utility decides to underground its facilities on a voluntary basis, unless the City grants an exception.

12.16 Construction Codes.

Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference, the City may require the removal relocation of the Grantee's lines, cables, and other appurtenances from the property in question at Grantee's expense.

12.17 Pruning of Trees.

Within ninety (90) days after the City provides notice to Grantee that another Cable Operator has a similar provision in its franchise agreement, Grantee shall comply with the provision in this section with respect to its construction in the rights-of-way with respect to its pruning of trees, and shall make every effort to avoid unnecessary pruning of any trees or vegetation in the vicinity of its facilities. Grantee shall also make every effort to avoid damaging any trees or vegetation in the vicinity of its facilities in the rights-of-way.

12.17.1 Trees on Public Property.

12.17.1.1 Grantee shall apply for a tree permit to prune a tree on public property in accordance with chapter 19.10 of the Mercer Island City Code (MICC) as now enacted or hereafter amended as it relates to its construction in the rights-of-way.

12.17.1.2 Grantee shall provide 7 days' advance notice to the City's Right-of-Way Manager before its pruning of trees on public property. Grantee shall also provide 7 days' advance notice to the adjacent property owners before pruning a tree on public property.

12.17.1.3 Any Grantee pruning shall be supervised by the City's Right-of-Way Manager or Arborist to minimize damage to the tree and to ensure best practices are employed.

12.17.1.4 All Grantee's tree pruning operations should comply with the Manual on Uniform Traffic Control Devices (MUTCD) on temporary traffic control standards when utilizing the City's Right-of-Way.

12.17.2 Trees on Private Property. Grantee shall not prune any trees on private property, unless Grantee has the express, written permission of the property owner and a tree permit is obtained, if applicable.

12.17.3 The City shall not be liable for any damages, injuries, or claims arising from Grantee's actions under this section.

SECTION 13. TRANSFER OR ASSIGNMENT

- 13.1 Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (2) a transfer to an entity directly or indirectly owned or controlled by CenturyLink Inc. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.
- 13.2 Except as allowed in this Section 13, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person without the prior written consent of the City, which consent shall not be unreasonably withheld.
- 13.3 The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented thereto.
- 13.4 The parties to the sale, transfer or change of control shall make a written request to the City for its approval of a sale, transfer or change of control and shall furnish all information required by law.
- 13.5 The City may condition said sale, transfer or change of control upon such terms and conditions as it deems reasonably appropriate, including, for example, any adequate guarantees or other security, as allowed by applicable law. Additionally, the prospective controlling party or transferee shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary, to cure any violations or defaults presently in effect or ongoing.

- 13.6 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by law, such as a complete FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.
- 13.7 Within thirty (30) days of any transfer, sale or change of control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the event of a sale or transfer of ownership, the transferee shall also file its written acceptance agreeing to be bound by all of the provisions of this Franchise. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise.
- 13.8 Notwithstanding the foregoing, the City's consent shall not be required for a hypothecation or an assignment of Grantee's interest in the Franchise in order to secure indebtedness or for a transfer to an intra-company Affiliate, provided that the Grantee must reasonably notify the City within thirty (30) days and the Affiliate must have the requisite legal, financial and technical capability.

SECTION 14. PROCEDURES IN THE EVENT OF EXPIRATION, TERMINATION, REVOCATION, OR NON-RENEWAL

- 14.1 Continuity of Service.
- 14.1.1 Grantee shall operate the Cable System pursuant to this Franchise without interruption, except as otherwise provided by this Franchise. If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, Grantee shall, at the City's request, as trustee for its successor in interest, operate the Cable System for a temporary period (the "transition period") as necessary to maintain service to Subscribers and give Subscribers an opportunity to get another provider.
- 14.1.2 During the transition period, Grantee shall neither sell any of the Cable System assets serving City customers nor make any physical, material, administrative, or operational change that would tend to degrade the quality of service to Subscribers, decrease Gross Revenues, or materially increase expenses without the express permission, in writing, of the City.
- 14.1.3 The transition period shall be no longer than the reasonable period required to arrange for an orderly transfer of the Cable System to the City or for Subscribers to get another provider, unless mutually agreed to by Grantee and the City. During the transition period, Grantee will continue to be

obligated to comply with the terms and conditions of this Franchise, and applicable laws and regulations.

- 14.1.4 If Grantee abandons the Cable System during the Franchise term or fails to operate the Cable System in accordance with the terms of this Franchise during any transition period, the City, at its option, may operate the Cable System, designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City or until the Franchise is revoked and a new grantee selected by the City is providing service or Subscribers are given a reasonable period of time to get a new provider, or obtain an injunction requiring Grantee to continue operations.

SECTION 15. REGULATION OF RATES AND CHARGES, CITY REGULATION

To the extent consistent with state and federal law, Grantee's rates and charges shall be subject to City regulation and approval.

15.1 Reserved City Authority.

The City reserves all regulatory authority arising from the Cable Television Consumer Protection and Competition Act of 1992, as now in effect or hereafter amended.

SECTION 16. RECORDS AND REPORTS

16.1 Open Records.

- 16.1.1 Grantee shall maintain Records of its operations that are open and accessible to the City. The City shall have the ability to inspect such Records of the Grantee as are reasonably necessary to monitor compliance with the Franchise at a local office during Normal Business Hours and upon reasonable notice. Such notice shall specifically reference the Section of the Franchise that is under review, so that the Grantee may organize the necessary books and records for easy access by the City. Such notice shall not apply to the Public Records File required by the FCC. If any such Records are under the control of an Affiliated Entity or a third party or are stored in a computer, Grantee shall promptly take steps to secure access to such records as are reasonably necessary for the City's inspection. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the City's representative to view the books and records at the appropriate location.

- 16.1.2 Grantee acknowledges that information submitted to the City is subject to the Washington Public Records Act, chapter 42.56 RCW, and is open to public inspection, subject to any exceptions permitted by law (unless an exemption applies).

- 16.1.3 Grantee may identify documents submitted to the City that Grantee believes are

non-disclosable, such as trade secrets. Grantee shall prominently mark any document for which it claims confidentiality with the mark “Confidential,” in letters at least one-half (1/2) inch in height, prior to submitting such document to the City. The City shall treat any document so marked as confidential and will not disclose it to Persons outside of the City, except as required by law and as provided herein. If the City receives a public disclosure request for any documents or parts of documents that Grantee has marked as “Confidential,” the City shall provide the Grantee with written notice of the request, including a copy of the request. While it is not a legal obligation, the City, as a courtesy, will allow Grantee up to ten (10) business days to obtain and serve the City with a court injunction to prevent the City from releasing the documents. If Grantee fails to obtain a Court order and serve the City within the ten (10) business days, the City may release the documents. The City will not assert an exemption from disclosure on Grantee’s behalf.

16.2 Annual Reports.

Grantee shall annually present a written report to the City (the “Annual Report”). Grantee shall submit the Annual Report no later than one hundred twenty (120) days after the close of its fiscal year. The Annual Report shall include information for the Grantee's operations within the City for the immediately preceding year, including, but not limited to:

- 16.2.1 Cable System structural and operating information;
- 16.2.2 Changes, additions or deletions made in the Cable System since the last Annual Report. Complete and accurate Cable System maps, which shall include but not be limited to detail of trunks, distribution lines, and nodes, shall be available at Grantee's offices for City review. In addition, the City may request a copy of the Cable System route maps annually or as needed to update the City's maps;
- 16.2.3 Cable System ownership, including all levels of Affiliated and Parent Corporations and controlling ownership percentages;
- 16.2.4 An organization chart for Grantee, listing its officers, directors, department heads, and supervisors for major activity centers by category including names, positions, and business addresses;
- 16.2.5 Cable Services provided on the Cable System, including services begun or dropped during the previous year;
- 16.2.6 A schedule of all Grantee's rates and charges with notations of changes occurring during the year and the dates of such changes;
- 16.2.7 For the Cable System in the City: (1) number of Qualified Living Units; (2) numbers of Subscribers of Basic Service and other Tiers of Cable Service; and (3) number of pay television units;

- 16.2.8 A summary of all Cable System outages in a form acceptable to the City. An outage includes a loss of one or more video or audio Channels of four hours or longer, but does not include instances where the sound or video is lost prior to its receipt by the Cable System;
- 16.2.9 An executive summary of Subscriber Complaints received in the previous year.
- 16.2.10 The current complaint procedures followed by the Grantee and the total number of Subscribers in the Franchise Area who received service credits from Grantee;
- 16.2.11 Annual proof-of-performance tests, showing performance of the Cable System with respect to applicable FCC technical standards and certification that all tests required by the FCC have been completed;
- 16.2.12 Copies of current form contracts between Subscribers and the Grantee;
- 16.2.13 A list of all petitions, applications, communications, and reports having a direct and material effect on the Cable System, submitted by the Grantee and its Parent Corporations to the FCC, the Securities and Exchange Commission or any other federal or state regulatory agency. Grantee shall make copies of any such documents and any related communications with the respective agencies available to the City upon request;
- 16.2.14 A copy of its equal employment opportunity plan and Form 396C or other applicable equal employment opportunity form filed with or submitted to the FCC; and
- 16.2.15 Financial information as follows:
1. To the extent available, financial statements for the Mercer Island Area Cable System and, separately, for the Cable System within the City, prepared in accordance with generally accepted accounting principles. For purposes of this Subsection, "Mercer Island Area Cable System" means the regional Cable System of which the Cable System serving the Franchise Area is a part;
 2. Such other information as the City may reasonably request;
 3. Grantee's (or ultimate Parent Corporation's) annual corporate report, including their audited financial statements; and Statement describing joint ventures or partnerships in which the Grantee owns at least a five percent (5%) interest.

16.3 Reports of Regulatory Violations.

Grantee shall provide copies to the City of any report, order, consent decree, or other formal determination of any regulatory agency having jurisdiction over Grantee pertaining to any alleged violation by Grantee of any applicable rule or law of the agency regarding Grantee's provision of Cable Services under this Franchise.

SECTION 17. EQUAL EMPLOYMENT

17.1 Non-Discrimination in Employment and Benefits.

During the performance of this Franchise, Grantee agrees as follows:

1. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, age, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Grantee will make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, age, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but are not limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Grantee shall substitute the name of the subcontractor wherever the word "Grantee" appears in Subsection 17.1(A) and insert these revised provisions in all subcontracts for work covered by this Franchise.
3. By acceptance of this Franchise, Grantee is affirming that it complies with all applicable federal, state, and local non-discrimination laws.

17.2 Women and Minority Business Enterprises ("WMBE").

This Section shall apply upon ninety (90) days' notice from the City to Grantee that another Cable Operator has similar obligation in its franchise agreement.

- 17.2.1 Grantee shall use good faith efforts to promote and seek utilization of women and minority businesses for any subcontracting opportunities that arise in connection with this Franchise.

- 17.2.2 Efforts may include the use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, and using minority community and public organizations to perform outreach.
- 17.2.3 Record-Keeping: Grantee shall maintain, for at least twenty-four (24) months after the expiration or earlier termination of this Franchise, relevant Records and information necessary to document all Grantee's solicitations to subcontractors and suppliers, all subcontractor and supplier proposals received, and all subcontractor and suppliers actually utilized in meeting Grantee's Franchise obligations. The City shall have the right to inspect and copy such Records.
- 17.2.4 Grantee shall ensure that all employees, particularly supervisors, are aware of, and adhere to, their obligation to maintain a working environment free from discriminatory conduct, including, but not limited to, harassment and intimidation of women or minority businesses.
- 17.2.5 Non-Discrimination: Grantee shall not create barriers to open and fair opportunities for WMBEs to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

SECTION 18. REMEDIES FOR NON-COMPLIANCE

18.1 Notice of Violation or Default.

In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

18.2 Grantee's Right to Cure or Respond.

The Grantee shall have forty-five (45) days from receipt of the City's written notice to: (1) respond to the City, contesting the assertion of noncompliance or default; or (2) to cure such default; or (3) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

18.3 Public Hearings.

In the event the Grantee fails to respond to the City's notice, that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the City shall schedule a public hearing to investigate the alleged default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time that is no less than ten (10) business days

therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and shall provide the Grantee with a reasonable opportunity to be heard.

18.4 Enforcement.

Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the City may:

1. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or
2. In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City on a "de novo" basis and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the City's issuance of its decision to revoke the Franchise.

18.5 Technical Violations.

The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

1. Instances where a breach of the Franchise by the Grantee was a good faith error that resulted in no or minimal negative impact on its Subscribers within the Franchise Area; or
2. Instances where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

18.6 Non-Waiver.

Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise by reason of any failure of the City to promptly enforce compliance with this Franchise, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Compliance with Laws.

19.1.1 Subject to Subsection 1.5, Grantee shall comply with all applicable federal, and state laws and City ordinances, resolutions, rules and regulations adopted or established pursuant to the City's lawful authority and other agreements or contracts entered into with the City that specifically make such agreements or contracts subject to the enforcement provisions of this Franchise.

19.1.2 Nothing in this Franchise is intended to authorize the Grantee to engage in any activity that violates the law.

19.2 Severability.

If any Section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, except as is otherwise provided in this Franchise.

19.3 No Recourse against City.

Grantee's recourse against the City or its officials, boards, commissions, agents or employees for any claim arising from any provision or requirement of this Franchise shall be limited to injunctive relief and declaratory relief, except where the Grantee's claim arises from acts or omissions of the City acting in a proprietary capacity, but only to the extent such relief is not prohibited by federal law. For purposes of this Subsection, the City shall not be considered to be acting in a proprietary capacity in granting, modifying, denying, terminating, or enforcing Franchises.

19.4 Action by Agencies or Courts.

Grantee shall promptly notify the City in the event that any agency of the federal government or the State of Washington or any court with competent jurisdiction requires the Grantee to act inconsistently with any provisions of this Franchise.

19.5 Other Cable Franchises.

The City shall not be limited or prevented by any provision in this Franchise from issuing any franchise, permit, license or other agreement of any kind for all of Grantee's Franchise Area or any portion thereof, to other cable providers. This provision shall not alter any rights of Grantee under Subsection 1.4.

19.6 Choice of Forum.

Any litigation between the City and Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the King County Superior Court, and if in the federal courts, in the United States District Court for the Western District of Washington.

19.7 Force Majeure.

If Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, or sabotage, to the extent such event prevents performance by Grantee and such event is beyond Grantee's control, Grantee shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to get a substitute for such obligation to the satisfaction of the City. If Grantee claims a force majeure event, Grantee shall give prompt written notice of the same to the City and shall set forth its plan of action to meet the obligations of this Franchise once the force majeure event no longer prevents Grantee's performance.

19.8 Notice.

Unless otherwise agreed to by the parties, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City:

City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

If to the Grantee:

Qwest Broadband
Services, Inc., d/b/a CenturyLink
ATTN: Public Policy
931 14th Street, Suite 1230
Denver, CO 80202

With a copy to:

Qwest Broadband Qwest Broadband Services,
Inc., d/b/a CenturyLink
1600 7th Ave.
15th Floor
Seattle, WA 98101

IN WITNESS WHEREOF, and with an intention to be fully and legally bound, Grantee and the City hereby execute this Franchise, which shall become effective pursuant to the City legislation authorizing it:

CITY OF MERCER ISLAND

QWEST BROADBAND SERVICES, INC.

By:
Title:

By:
Title:



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

**AB 5320
June 19, 2017
Public Hearing**

**REFUNDING OF OUTSTANDING 2009B
LIMITED TAX GENERAL OBLIGATION (LTGO)
BONDS**

Proposed Council Action:

Suspend City Council Rules of Procedure 5.2, conduct first and final reading of Ordinance No. 17-17, and adopt ordinance.

DEPARTMENT OF Finance (Chip Corder)

COUNCIL LIAISON n/a

EXHIBITS 1. Ordinance No. 17-17

2017-2018 CITY COUNCIL GOAL n/a

APPROVED BY CITY MANAGER

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

SUMMARY

Given the current interest rate environment, there is an opportunity to re-finance (or “refund”) the City’s outstanding 2009B LTGO bonds, which currently amount to \$6.28 million. These bonds were issued in 2009 to finance \$9.25 million in Sewer Lake Line improvements and \$990,000 in South Mercer Playfields improvements. **The estimated debt service (i.e. principal and interest) savings in net present value terms is \$506,130 based on current interest rates.** Very simply put, this represents the cumulative debt service savings in today’s dollars from re-financing the outstanding bonds at lower interest rates.

The bond ordinance is attached as Exhibit 1. Two things deserve explanation: 1) the \$7.0 million aggregate principal amount noted on the first page of the bond ordinance, which is greater than the \$6.28 million in outstanding 2009B LTGO bonds); and 2) the “delegation” language in section 11 (Sale of Bonds). The \$7.0 million represents the maximum principal amount for the re-financing and provides flexibility in how the bonds are ultimately structured by the bidders. This is a standard practice in selling bonds and in drafting bond ordinances. From a bottom line perspective, only two things matter in determining whether or not to re-finance a bond issue: 1) the debt service savings expressed in net present value terms, which was noted above; and 2) the true interest cost (TIC), or average borrowing rate, of each bid. Regarding the former, it is generally pointless to re-finance a bond issue unless there will be debt service savings. Regarding the latter, the winning bid will have the lowest TIC.

The delegation language in section 11, which is a standard practice, grants the City Manager and the Finance Director the authority to make a decision on the bid award within the following parameters:

- The aggregate principal amount of the bonds does not exceed \$7.0 million;

- The final maturity date for the bonds is no later than December 1, 2029 (which corresponds to the final maturity date of the current 2009B LTGO bonds);
- The aggregate purchase price for the bonds shall not be less than 98% of the aggregate stated principal amount, excluding any original issue discount, and not greater than 130%;
- The TIC for the bonds does not exceed 3.00%;
- The bonds are sold for a price that results in a minimum net present value debt service savings of 5.00%; and
- The authority granted to the City Manager and the Finance Director expires 120 days after the effective date of the bond ordinance.

The primary benefit of delegating this authority to the City Manager and the Finance Director is that it provides flexibility in choosing which day to solicit competitive bids.

Following the adoption of the bond ordinance, the bonds will be rated and advertised. **The soonest the bond bid award could occur is the week of July 17, 2017.** Following the bid award and the bond closing, which usually takes about a month after the bid award, the Finance Director will report back to the Council on the bid award results.

The City's bond counsel (Pacifica Law Group) and financial advisor (Piper Jaffray) will be at the June 19, 2017 meeting to answer any questions.

RECOMMENDATION

Finance Director

- MOVE TO:
1. Suspend City Council Rules of Procedure 5.2, requiring a second reading for an ordinance.
 2. Adopt Ordinance No. 17-17, authorizing the issuance of limited tax general obligation refunding bonds in the aggregate principal amount of not to exceed \$7,000,000 to refund certain outstanding limited tax general obligation bonds of the City and to pay costs of issuing the bonds; providing the form, terms, and covenants of the bonds; delegating authority to approve the final terms of the bonds; and providing for other matters related thereto.

CITY OF MERCER ISLAND, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2017

ORDINANCE NO. 17-17

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AUTHORIZING THE ISSUANCE OF LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000 TO REFUND CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY AND TO PAY COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

PASSED JUNE 19, 2017

PREPARED BY:

PACIFICA LAW GROUP LLP
Seattle, Washington

CITY OF MERCER ISLAND, WASHINGTON

ORDINANCE NO. 17-17

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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

CITY OF MERCER ISLAND, WASHINGTON

ORDINANCE NO. 17-17

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AUTHORIZING THE ISSUANCE OF LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000 TO REFUND CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY AND TO PAY COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Mercer Island, Washington (the “City”), has outstanding its Limited Tax General Obligation Bonds, Series 2009B, issued on August 17, 2009, pursuant to Ordinance No. 09-08 passed by the City Council (the “Council”) on July 20, 2009 (the “2009 Bond Ordinance”), which remain outstanding as follows:

<u>Maturity Dates (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2017	\$ 500,000	2.800%
2018	515,000	3.050
2019	525,000	3.250
2021	1,115,000	3.625
2023	1,100,000	3.750
2025	1,090,000	3.950
2027	1,175,000	4.100
2029	1,275,000	4.250

(the “2009 Bonds”); and

WHEREAS, the 2009 Bond Ordinance provides that the City may call the 2009 Bonds maturing on or after December 1, 2019 (the “Refunding Candidates”), for redemption on or after June 1, 2019, in whole or in part on any date, at the price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, after due consideration it appears that all or a portion of the Refunding Candidates (the “Refunded Bonds”) may be defeased and refunded by the proceeds of limited tax general obligation bonds at a savings to the City and its taxpayers; and

WHEREAS, the Council deems it in the best interest of the City to issue limited tax general obligation refunding bonds in an aggregate principal amount not to exceed \$7,000,000 (the “Bonds”) to redeem and defease the Refunded Bonds and to pay costs of issuing the Bonds; and

WHEREAS, this Council wishes to delegate authority to the City Manager and the Finance Director (each, a “Designated Representative”), for a limited time, to approve the interest rates, maturity dates, redemption terms and principal maturities for the bonds within the parameters set by this ordinance; and

WHEREAS, the Bonds shall be sold by competitive public sale as set forth herein;

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

Section 1. Definitions and Interpretation of Terms.

(a) *Definitions.* As used in this ordinance, the following words and terms shall have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates otherwise, words importing the singular number shall include the plural number and vice versa.

Acquired Obligations means the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds, but only to the extent that the same are acquired at Fair Market Value.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bond Counsel means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

Bond Register means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

Bond Registrar means, initially, the fiscal agent of the State, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

Bonds mean the City's Limited Tax General Obligation Refunding Bonds, 2017, or other such series designation as approved by a Designated Representative, authorized to be issued pursuant to the terms of this ordinance.

Call Date means June 1, 2019.

Certificate of Award means the certificate for the purchase of the Bonds awarding the Bonds to the initial purchaser as set forth in Section 11 of this ordinance.

City means the City of Mercer Island, a municipal corporation duly organized and existing under the laws of the State.

City Attorney means the duly appointed and acting City Attorney, including anyone acting in such capacity for the position, or the successor to the duties of that office.

City Clerk means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

City Manager means the duly appointed and acting City Manager, or the successor to the duties of that office.

Closing means the date of delivery of the Bonds to the Underwriter.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commission means the United States Securities and Exchange Commission.

Continuing Disclosure Certificate means the written undertaking for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b)(5) of the Rule.

Council* or *City Council means the Mercer Island City Council, as the general legislative body of the City as the same is duly and regularly constituted from time to time.

Debt Service Fund means the fund or account created pursuant to this ordinance for the purpose of paying debt service on the Bonds.

Designated Representative means the City Manager and the Finance Director of the City, and any successor to the functions of such offices. The signature of one Designated Representative shall be sufficient to bind the City.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 3 of this ordinance.

Escrow Agent means U.S. Bank National Association.

Escrow Agreement means the Escrow Deposit Agreement between the City and the Escrow Agent authorized to be entered into pursuant to Section 7 of this ordinance.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation §1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term “investment” will include a hedge.

Federal Tax Certificate means the certificate executed by the Finance Director setting forth the requirements of the Code for maintaining the tax exemption of interest on the Bonds, and attachments thereto.

Finance Director means the duly appointed and acting Finance Director of the City, or the successor to such officer.

Government Obligations means direct or indirect obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

Letter of Representations means the Blanket Issuer Letter of Representations given by the City to DTC, as amended from time to time.

Mayor or ***City Mayor*** means the elected Mayor of the City, or the successor to the duties of that office.

MSRB means the Municipal Securities Rulemaking Board or any successors to its functions.

Official Statement means the disclosure documents prepared and delivered in connection with the issuance of the Bonds.

Record Date means the close of business for the Bond Registrar that is 15 days preceding any interest and/or principal payment or redemption date.

Refunded Bonds mean those Refunding Candidates designated by a Designated Representative for refunding pursuant to Section 7 and Section 10 of this ordinance.

Refunding Account means the account by that name established pursuant to Section 7 of this ordinance.

Refunding Candidates mean the outstanding 2009 Bonds maturing on or after December 1, 2019, as shown in the recitals to this ordinance.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC or its nominee shall be deemed to be the sole Registered Owner.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

State means the State of Washington.

2009 Bond Ordinance means Ordinance No. 09-08 passed by the Council on July 20, 2009, authorizing the issuance of the 2009 Bonds.

2009 Bonds mean the City's Limited Tax General Obligation Bonds, Series 2009B, issued on August 17, 2009, pursuant to the 2009 Bond Ordinance as described in the recitals of this ordinance.

Underwriter means the initial purchaser of the Bonds selected pursuant to Section 11.

(b) *Interpretation.* In this ordinance, unless the context otherwise requires:

(1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(2) Words of the masculine or feminine gender shall mean and include correlative words of any gender and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(5) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds and Bond Details. For the purpose of refunding the Refunded Bonds and paying costs of issuance of the Bonds and costs related to the administration of the refunding, the City is hereby authorized to issue and sell limited tax general obligation refunding bonds in an aggregate principal amount not to exceed \$7,000,000 (the “Bonds”).

The Bonds shall be general obligations of the City and shall be designated “City of Mercer Island, Washington, Limited Tax General Obligation Refunding Bonds, 2017” with additional

series designation or other such designation as determined to be necessary by a Designated Representative. The Bonds shall be dated as of the date of Closing; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; shall bear interest from their date payable on the dates and commencing as provided in the Certificate of Award; and shall mature on the dates and in the principal amounts set forth in the Certificate of Award, as approved and executed by a Designated Representative pursuant to Section 11 of this ordinance.

Section 3. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in the Continuing Disclosure Certificate), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 3(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held by DTC acting as depository. The City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held by a depository, DTC or its successor depository or its nominee shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean

DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “Cede & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director pursuant to subsection (2) below or such substitute depository’s successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity of that series then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held by a depository. The Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the

same date, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer of or to exchange any Bond during the 15 days preceding any principal payment or redemption date.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners or beneficial owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are held by a depository, payments of principal thereof and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held by a depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond is duly presented for payment and funds have not been provided by the City on the applicable payment date, then interest will continue to accrue thereafter on the unpaid principal thereof at the rate stated on the Bond until the Bond is paid.

Section 4. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption.* The Bonds shall be subject to mandatory redemption to the extent, if any, set forth in the Certificate of Award approved by a Designated Representative pursuant to Section 11. The Bonds shall be subject to optional redemption on the dates, at the prices and under the terms set forth in the Certificate of Award approved by a Designated Representative pursuant to Section 11.

(b) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to it at any time at a price deemed reasonable by the Finance Director plus accrued interest to the date of purchase.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held by a depository, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of

the principal sum of a Bond is redeemed, upon surrender of such Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations herein authorized.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held by a depository, notice of redemption shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar shall provide any notice of redemption to any beneficial owners. The notice of redemption may be conditional. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) any conditions to redemption,

(E) that unless conditional notice of redemption has been given and such conditions have either been satisfied or waived, on the redemption date the redemption price shall become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless such redemption has been rescinded or revoked, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) Effect of Notice; Bonds Due. If notice of redemption has been given and not rescinded or revoked, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to Section 13 and the Continuing Disclosure Certificate and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 4, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference.

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the City by the facsimile or manual signature of the Mayor and shall be attested to by the facsimile or manual

signature of the City Clerk, and shall have the seal of the City impressed or a facsimile thereof imprinted, or otherwise reproduced thereon.

In the event any officer who shall have signed or whose facsimile signatures appear on any of the Bonds shall cease to be such officer of the City before said Bonds shall have been authenticated or delivered by the Bond Registrar or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though said person had not ceased to be such officer. Any Bond may be signed and attested on behalf of the City by such persons who, at the actual date of execution of such Bond shall be the proper officer of the City, although at the original date of such Bond such persons were not such officers of the City.

Only such Bonds as shall bear thereon a Certificate of Authentication manually executed by an authorized representative of the Bond Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

Section 7. Refunding Plan; Application of Bond Proceeds.

(a) *Refunding Plan.* For the purpose of realizing a debt service savings and benefiting the taxpayers of the City, the Council proposes to refund and defease the Refunded Bonds as set forth herein. The Refunded Bonds shall include those Refunding Candidates (or portions thereof) as are selected by a Designated Representative and set forth in the Certificate of Award. A portion of the proceeds of the Bonds and other available funds of the City, if any, shall be deposited with the Escrow Agent pursuant to the Escrow Agreement to be used immediately upon receipt thereof

to defease the Refunded Bonds as authorized by the 2009 Bond Ordinance and to pay costs of issuance of the Bonds.

The net proceeds deposited with the Escrow Agent shall be used to defease the Refunded Bonds and discharge the obligations thereon by the purchase of certain Government Obligations (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of interest on the Refunded Bonds due and payable on and prior to the Call Date and the redemption prices of the Refunded Bonds on the Call Date.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

(b) *Escrow Agent/Escrow Agreement.* The City hereby appoints U.S. Bank National Association, as the Escrow Agent. A cash balance, if any, and the Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Bonds remaining after acquisition of the Acquired Obligations and provision for the necessary cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bonds.

In order to carry out the purposes of this Section 7, each Designated Representative is authorized and directed to execute and deliver to the Escrow Agent the Escrow Agreement.

(c) *Call for Redemption of Refunded Bonds.* The City hereby calls the Refunded Bonds for redemption on their Call Date in accordance with the provisions of the 2009 Bond Ordinance authorizing the redemption and retirement of the 2009 Bonds prior to their fixed maturities. Said

defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the issuance of the Bonds and delivery of the Acquired Obligations to the Escrow Agent.

The Designated Representatives and the Escrow Agent are hereby authorized and directed to provide for the giving of notices of the redemption of the Refunded Bonds in accordance with the provisions of the 2009 Bond Ordinance. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Finance Director, or, at the direction of the Finance Director, to the paying agent for the Refunded Bonds, sums sufficient to pay, when due, the payments specified in this Section 7. All such sums shall be paid from the money and Acquired Obligations deposited with the Escrow Agent, and the income therefrom and proceeds thereof. All such sums so paid to said Finance Director shall be credited to the Refunding Account for the refunding of the Refunded Bonds, which is hereby authorized to be created, or to pay costs of issuance. All moneys and Acquired Obligations deposited with the Escrow Agent and any income therefrom shall be held, invested (but only at the direction of the Finance Director) and applied in accordance with the provisions of this ordinance and the Escrow Agent and with the laws of the State for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

Section 8. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Improvements.* The City shall not sell or otherwise transfer or dispose of (i) any personal property components of the projects refinanced with proceeds of the Bonds (the “Projects”) other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Projects, unless it has received an opinion of nationally recognized bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code until all Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least three years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of the Federal Tax Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bonds.

(i) *Bank Qualification.* The Designated Representatives are hereby authorized to designate the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for investment by financial institutions if the City does not reasonably expect to issue more than \$10,000,000 of qualified tax-exempt obligations in the calendar year in which the Bonds are issued.

Section 9. Debt Service Fund and Provision for Tax Levy Payments. The City hereby authorizes the creation of a fund or account to be used for the payment of debt service on the Bonds (the “Debt Service Fund”). No later than the date each payment of principal or interest on the Bonds becomes due, the City shall transmit sufficient funds, from the Debt Service Fund or from other legally available sources, to the Bond Registrar for the payment of such principal or interest. Money in the Debt Service Fund may be invested in legal investments for City funds, but only to

the extent that the same are acquired, valued and disposed of at Fair Market Value. Any interest or profit from the investment of such money shall be deposited in the Debt Service Fund.

The City hereby irrevocably covenants and agrees for as long as any of the Bonds are outstanding and unpaid that each year it shall include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bonds as the same shall become due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the property tax levy permitted to cities without a vote of the electorate, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the Bonds when due.

Section 10. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Debt Service Fund or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of

the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from the Debt Service Fund or such special account, and such Bond shall be deemed to be not outstanding under this ordinance. The City shall give written notice of defeasance of the Bonds in accordance with the Continuing Disclosure Certificate.

Section 11. Sale of Bonds.

(a) *Bond Sale.* The Council has determined that it would be in the best interest of the City to delegate to the Designated Representatives, for a limited time, the authority to approve the final interest rates, maturity dates, redemption terms and principal maturities for the Bonds.

(b) *Competitive Sale.* The Bonds shall be sold pursuant to a competitive public sale. A Designated Representative shall: (1) establish the date of the public sale; (2) establish the criteria by which the successful bidder will be determined; (3) request that a good faith deposit accompany each bid; (4) cause notice of the public sale to be given; and (5) provide for such other matters pertaining to the public sale as he or she deems necessary or desirable. A Designated Representative shall cause the notice of sale to be given and provide for such other matters pertaining to the public sale as he or she deems necessary or desirable. Such Bonds shall be sold to the Underwriter pursuant to the terms of a Certificate of Award.

(c) *Sale Parameters.* Subject to the terms and conditions set forth in this Section 11, each Designated Representative is hereby authorized to approve the final interest rates, aggregate principal amount, principal maturities, and redemption rights for the Bonds in the manner provided hereafter so long as:

(1) the aggregate principal amount of the Bonds does not exceed \$7,000,000;

- (2) the final maturity date for the Bonds is no later than December 1, 2029;
- (3) the aggregate purchase price for the Bonds shall not be less than 98% of the aggregate stated principal amount of the Bonds, excluding any original issue discount, and not greater than 130%;
- (4) the true interest cost for the Bonds (in the aggregate) does not exceed 3.00%;
- (5) the Bonds are sold for a price that results in a minimum net present value debt service savings over the Refunded Bonds of 5.00%; and
- (6) the Bonds conform to all other terms of this ordinance.

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute the Certificate of Award on behalf of the City.

Following the execution of the Certificate of Award, a Designated Representative shall provide a report to the Council describing the final terms of the Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section 11 shall expire 120 days after the effective date of this ordinance. If a Certificate of Award for the Bonds has not been executed within 120 days after the effective date of this ordinance, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds are re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a Certificate of Award or establishing terms and conditions for the authority delegated under this Section 11.

(d) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance and execution of the Certificate of Award, the proper officials of the City, including the Designated Representatives, the Mayor and the City Clerk, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Certificate of Award. Such documents may include, but are not limited to, documents related to a municipal bond insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein, if such insurance is determined by a Designated Representative to be in the best interest of the City.

Section 12. Preliminary and Final Official Statements. Each Designated Representative is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. Each Designated Representative is further authorized to approve for purposes of the Rule, on behalf of the City, the final Official Statement relating to the issuance and sale of the Bonds and the distribution of the final Official Statement pursuant thereto with such changes, if any, as may be deemed by him or her to be appropriate.

Section 13. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing a Continuing Disclosure Certificate. Each Designated Representative is hereby authorized to execute and deliver a Continuing Disclosure Certificate upon the issuance, delivery and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City.

Section 14. Lost, Stolen or Destroyed Bonds. In case any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount,

date and tenor to the Registered Owner thereof if the owner pays the expenses and charges of the Bond Registrar and the City in connection therewith and files with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership thereof, and furnishes the City and the Bond Registrar with indemnity satisfactory to both.

Section 15. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 16. Payments Due on Holidays. If an interest and/or principal payment date for the Bonds is not a business day, then payment shall be made on the next business day and no interest shall accrue for the intervening period.

Section 17. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 18. Effective Date. In accordance with Mercer Island City Code Section 2.24.040, this ordinance shall become effective 30 days from the time of final passage and legal publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,
WASHINGTON, at a regular meeting thereof this 19th day of June, 2017.

CITY OF MERCER ISLAND,
WASHINGTON

Bruce Bassett, Mayor

ATTEST:

Allison Spietz, City Clerk

Approved as to form:

Kari Sand, City Attorney

PACIFICA LAW GROUP LLP

Bond Counsel

Published: _____

Exhibit A

Form of Bond

[DTC LANGUAGE]

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

CITY OF MERCER ISLAND

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2017

INTEREST RATE: %

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Mercer Island, Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 20____, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on _____ 1, 20____, and semiannually thereafter on the first days of each succeeding _____ and _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agent of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. 17-17 duly passed by the City Council on June 19, 2017 (the "Bond Ordinance"). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is one of an authorized issue of bonds of like date, tenor, rate of interest and date of maturity, except as to number and amount in the aggregate principal amount of \$ _____ and is issued pursuant to the Bond Ordinance to provide a portion of the funds necessary (a) to

refund and/or defease certain limited tax general obligation bonds of the City, and (b) to pay costs of issuance and costs related to the administration of the refunding.

The bonds of this issue are subject to redemption prior to their stated maturities as provided in the Certificate of Award.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property within the City subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist and to have happened, been done and performed precedent to and in the issuance of this bond exist and have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Mercer Island, Washington, has caused this bond to be executed by the manual or facsimile signatures of the Mayor and the City Clerk and the seal of the City to be imprinted, impressed or otherwise reproduced hereon as of this ____ day of _____, 20__.

[SEAL]

CITY OF MERCER ISLAND,
WASHINGTON

By _____
Mayor

ATTEST:

/s/ manual or facsimile
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Limited Tax General Obligation Refunding Bonds, 2017, of the City of Mercer Island, Washington, dated _____, 2017.

WASHINGTON STATE FISCAL AGENT,
as Bond Registrar

By _____

CERTIFICATE

I, the undersigned, City Clerk of the City Council of the City of Mercer Island, Washington (the "City"), DO HEREBY CERTIFY:

1. The attached copy of Ordinance No. 17-17 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 19, 2017 as that ordinance appears in the minute book of the City; and the Ordinance will be in full force and effect as provided by law; and

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

3. That Ordinance No. 17-17 has not been amended, supplemented or rescinded since its passage and is in full force and effect and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of June, 2017.

City Clerk



CITY COUNCIL PLANNING SCHEDULE

All meetings are held in the City Hall Council Chambers unless otherwise noted.
 Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm.
 Items listed for each meeting are not in any particular order.

JUNE 19 – 5:00 PM		
Item Type	Topic/Presenter	Time
<i>Study Session (5:00-7:00 pm)</i>	Residential Development Standards Code Amendments (1 st Reading) - E. Maxim	120
<i>Special Business (7:00 pm)</i>	King County's "Access for All" Initiative Presentation	10
<i>Consent Calendar</i>	City Council Rules of Procedure Amendments Adoption – K. Taylor	--
<i>Consent Calendar</i>	NPDES Stormwater Code Update (2 nd Reading & Adoption) – P. Yamashita	--
<i>Consent Calendar</i>	2017 Arterial and Residential Street Overlays Bid Award – C. Morris	--
<i>Consent Calendar</i>	Adoption of the 6 Year Transportation Improvement Program – P. Yamashita	--
<i>Public Hearing</i>	Public Hearing on Freeman Avenue Street Vacation – J. Kintner	30
<i>Regular Business</i>	I-90 Loss of Mobility Status Report – J. Underwood	30
<i>Regular Business</i>	CenturyLink Cable Franchise (2 nd Reading & Adoption) – K. Sand	30
<i>Regular Business</i>	Refunding of Outstanding 2009B Long Term General Obligation (LTGO) Bonds – C. Corder	30
<i>Executive Session</i>	Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 15 minutes	15

JULY 3		
	CANCELED	

JULY 17 – 6:00 PM		
Item Type	Topic/Presenter	Time
<i>Study Session</i>	Review & Finalize Public Engagement Plan on City's Operating & Capital Funding Challenges – C. Corder	60
<i>Consent Calendar</i>	Open Space Conservancy Trust Biennial Progress Report – A. Sommargren	--
<i>Consent Calendar</i>	MIYFS Foundation Donation – C. Goodwin	--
<i>Regular Business</i>	Essential Public Facilities Code Amendment (1 st Reading) – S. Greenberg	60
<i>Regular Business</i>	Transportation Concurrency Code Amendment (1 st Reading) – S. Greenberg	60
<i>Regular Business</i>	Residential Development Standards Code Amendments (2 nd Reading & Adoption) – E. Maxim	60

JULY 24 – 6:00 PM (SPECIAL MEETING)

Item Type	Topic/Presenter	Time
<i>Consent Calendar</i>	Interlocal Agreement with MISD for Counseling Services – C. Goodwin	--
<i>Regular Business</i>	Essential Public Facilities Code Amendment (2 nd Reading & Adoption) — S. Greenberg	30
<i>Regular Business</i>	Transportation Concurrency Code Amendment (2 nd Reading & Adoption) – S. Greenberg	30
<i>Regular Business</i>	Emergency Response Billing Recovery – S. Heitman	30
<i>Regular Business</i>	Council Meeting Day Change Ordinance – A. Spietz	15
<i>Regular Business</i>	Review & Finalize Public Engagement Plan on City’s Operating & Capital Funding Challenges – C. Corder	45

AUGUST 7

Item Type	Topic/Presenter	Time
<i>Public Hearing</i>	<i>(if needed)</i> Public Hearing for Extend Moratorium Regarding Transportation Concurrency and Siting of Essential Public Facilities – K. Sand	60
<i>Regular Business</i>	Interlocal Agreement for Fire, Rescue and Emergency Medical Services – S. Heitman	30
<i>Regular Business</i>	Emergency Response Billing Recovery – S. Heitman	30
<i>Regular Business</i>	Metro Alternative Services Report – K. Taylor	30
<i>Regular Business</i>	Comprehensive Commuter Parking Plan Discussion – J. Underwood	30

AUGUST 21

	<i>Potentially Canceled</i>	
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STARTING SEPTEMBER 2017 COUNCIL MEETINGS WILL BE HELD THE FIRST AND THIRD TUESDAYS OF EACH MONTH

SEPTEMBER 5

Item Type	Topic/Presenter	Time
<i>Regular Business</i>	2016 General Fund & REET Year-End Surplus Disposition – C. Corder	30
<i>Regular Business</i>	Second Quarter 2017 Financial Status Report & Budget Adjustments – C. Corder	30

SEPTEMBER 19

Item Type	Topic/Presenter	Time

OCTOBER 3

Item Type	Topic/Presenter	Time

OCTOBER 17		
Item Type	Topic/Presenter	Time

NOVEMBER 7		
Item Type	Topic/Presenter	Time

NOVEMBER 21		
Item Type	Topic/Presenter	Time
<i>Regular Business</i>	2017-2018 Mid-Biennial Budget Review (Third Quarter 2017 Financial Status Report & Budget Adjustments, 2017 Utility Rates, and 2018 Property Tax Levy) – C. Corder	60

DECEMBER 5		
Item Type	Topic/Presenter	Time

DECEMBER 19		
Item Type	Topic/Presenter	Time
	Potentially Canceled	

OTHER ITEMS TO BE SCHEDULED:

- Code Enforcement Ordinance Update – A. Van Gorp
- Light Rail Station Design Oversight – K. Taylor
- Mercer Island Center for the Arts (MICA) Lease – K. Sand
- PSE Electric Franchise – K. Sand
- Zayo Telecom Franchise – K. Sand
- Six Year Sustainability Plan – R. Freeman
- KC Mutual Aid ILA – S. Heitman
- Aubrey Davis Park Master Planning – P. West (Sept/Oct)

COUNCILMEMBER ABSENCES:

- Bassett: July 24
- Bertlin: July 17 & July 24
- Wisenteiner: July 17