

**First Amendment to the
Memorandum of Understanding
Regarding Airport Issues
Cities of Renton & Mercer Island**

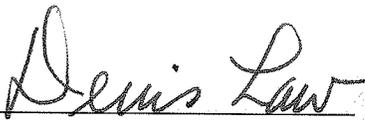
The "Actions to be Taken" section of the Memorandum of Understanding Regarding Airport Issues / Cities of Renton & Mercer Island shall now read as follows:

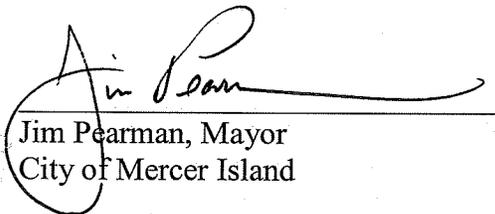
Actions to be Taken: The Cities agree to move forward in a cooperative and collaborative fashion to examine Airport development options. To that end, the Cities agree to take the following actions:

- 1) BOTH CITIES will publicly describe this partnership through a joint press release issued to the *Mercer Island Reporter*, the *Renton Reporter* and other news media, and explain that the noise study will include both Mercer Island and Renton neighborhoods.
- 2) The Mayors of MERCER ISLAND and RENTON will prepare "op/ed" articles promoting this partnership and submit them for publication in their respective community newspapers.
- 3) The MERCER ISLAND representative to the RAAC and the RENTON Councilmember who is also a voting member of the RAAC will discuss with the RAAC membership the substance of this Memo of Understanding and the Cities' decision to proceed collaboratively.
- 4) MERCER ISLAND will provide RENTON with a summary of issues of concern to its residents that were raised at the community meeting held on Mercer Island on January 29, 2007.
- 5) MERCER ISLAND will identify key questions raised at the January 29 community meeting that remain unanswered and provide these to RENTON. Together the staffs of the Cities will determine which of these key questions can be satisfactorily answered at this time, and which require additional data.
- 6) On or before April 30, 2007, with prior review and assistance from MERCER ISLAND on ways to disseminate, RENTON will provide answers to the questions that the staffs of the Cities deem appropriate to answer at this time.
- ~~7) The RENTON City Council will direct the RAAC to refrain from making a formal recommendation on Airport development until after results of an aircraft noise study are delivered & vetted with BOTH CITIES. However, the process of vetting the additional noise information must be concluded at the earliest time possible.~~
- 8) Staff of RENTON and MERCER ISLAND will develop a draft scope of work for a noise study to be conducted by a jointly-selected consulting firm. The cities will seek qualifications from consulting firms, including but not limited to the firm of Harris Miller Miller & Hanson, based on the article by the firm's President Mary Ellen Eagan entitled, "Using Supplemental Metrics to Communicate Aircraft Noise Effects" (*Transportation Research Board*, Nov. 10, 2006).
- 9) The cities may elect to solicit public input for the study scope and will share the information gathered from such public input.

- ~~10)9)~~ RENTON will provide the draft work scope to the RAAC and solicit the RAAC's comments.
- ~~11)10)~~ BOTH CITIES' staffs will propose an equitable cost-sharing arrangement for the noise study, and will submit to their City Councils a contract to retain the consultant.
- ~~12)11)~~ RENTON will manage the noise study contract.
- ~~13)12)~~ MERCER ISLAND will host an informational meeting for its residents, where the selected noise study consultant will describe the firm's experience in analyzing noise impacts from airports similar to Renton's, the proposed methodology for the noise study and the nature and utility of results of that study, and will solicit participants' input on the scope of the noise study.
- ~~14)~~ Upon receipt of the noise study results, staff of BOTH CITIES will meet and collaborate on the best way to use those results and to disseminate the results to affected residents and decision makers.
- ~~15)~~ BOTH CITIES will host community meeting(s) at the conclusion of the noise study, at which time staffs of the CITIES will assist the noise consultants in presenting results and answering citizens' questions.
- ~~16)13)~~ BOTH CITIES will work together with the FAA to study and implement modified flight paths (LVP/WAAS technology) in the current FAA work plan for Seattle-area airspace redesign that is due for publication in November 2008.
- ~~17)14)~~ BOTH CITIES will work with the FAA to determine how best to gain approval and funding (if appropriate) for flight tracks that use the East Channel of Lake Washington to the optimum extent feasible.
- ~~18)15)~~ Staff of BOTH CITIES will alert staff of the other if it appears that impediments have arisen or may arise that would interfere with the cooperation and collaboration contemplated by this Memorandum of Understanding and will work diligently to remove any such impediments.
- ~~19)16)~~ Staff of BOTH CITIES will report to their respective City Councils on a regular basis on issues that arise in staff-level discussions on topics including efforts to minimize noise, design and implementation of new flight tracks, securing FAA cooperation (and funding) for new flight track technology, and additional City-to-City cooperative efforts needed to fulfill the objectives laid out in this Memo of Understanding.

On behalf of the Mayors, Councils and staff of the cities of RENTON and MERCER ISLAND, the undersigned commit to collaborate on all of the above-described measures. We further agree to maintain the spirit of active assistance and cooperation as Airport planning moves forward, and to continuously identify steps that can be taken jointly to achieve the best result for both communities. This MOU has a "sunset" date of December 31, 2008.


 Denis Law, Mayor *5-7-2008*
 City of Renton


 Jim Pearman, Mayor
 City of Mercer Island

Attest: 
 Bonnie I. Walton, City Clerk