



# CITY OF MERCER ISLAND CITY COUNCIL MEETING AGENDA

Monday  
November 6, 2017  
5:00 PM

**Mayor Bruce Bassett**  
**Deputy Mayor Debbie Bertlin**  
**Councilmembers Dan Grausz, Salim Nice,**  
**Wendy Weiker, David Wisenteiner,**  
**and Benson Wong**

This meeting will be held in the City Hall Council Chambers  
at 9611 SE 36th Street, Mercer Island, WA.

"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.*

Contact: 206.275.7793, [council@mercergov.org](mailto:council@mercergov.org)  
[www.mercergov.org/council](http://www.mercergov.org/council)

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

## SPECIAL MEETING

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

### AGENDA APPROVAL

### EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i)  
for 90 minutes.

### SPECIAL BUSINESS, 7:00 PM

Youth Leadership Award Recognition

### CITY MANAGER REPORT

### APPEARANCES

### CONSENT CALENDAR

- (1) Payables: \$134,755.10 (10/18/2017) & \$942,018.77 (10/26/2017)  
Payroll: \$869,908.66 (10/13/2017) & \$800,128.57 (10/27/2017)  
Minutes: October 3, 2017 Regular Meeting Minutes & October 17, 2017 Regular Meeting Minutes  
AB 5354 East Link Light Rail Seismic Retrofitting and Construction Staging at the Mercer Island Boat Launch for  
the I-90 East Channel Bridge  
AB 5358 Set Date for Public Meeting to Consider the Hearing Examiner's Recommendation to Approve the Pratt  
Preliminary Long Plat (SUB16-007)  
AB 5356 2018-2021 Eastside Transportation Partnership (ETP) Interlocal Agreement

### REGULAR BUSINESS

- (2) AB 5359 2018 Comprehensive Plan Amendment Final Docket

### OTHER BUSINESS

Councilmember Absences  
Planning Schedule  
Board Appointments  
Councilmember Reports

### ADJOURNMENT

## CERTIFICATION OF CLAIMS

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



Finance Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	189433-189495	10/18/2017	\$ 134,755.10
			<b>\$ 134,755.10</b>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189433	10/18/2017	ACE IRON WORKS Custom handrails on two ROW tr	P0096827	4683	10/09/2017	5,500.00
00189434	10/18/2017	AIRGAS USA LLC Oxygen/Fire	P0096810	9067994890/90678	09/20/2017	259.67
00189435	10/18/2017	APPLIED ECOLOGY LLC 50% Retainage	P0095442	384	10/04/2017	40,310.37
00189436	10/18/2017	ASTRAL COMMUNICATIONS INC Cradlepoint Modem Management 1	P0096630	171390	11/01/2017	688.60
00189437	10/18/2017	BELLEVUE, CITY OF Rental deposit for meeting spa	P0096785	172236	10/04/2017	96.25
00189438	10/18/2017	BELLEVUE, CITY OF Quarterly MBP.COM Surcharge	P0094778	32410	10/03/2017	9,726.75
00189439	10/18/2017	CEDAR GROVE COMPOSTING INC 3-WAY TOPSOIL (25 YDS)	P0096753	0000353858	09/29/2017	646.25
00189440	10/18/2017	CENTURYLINK PHONE USE OCT 2017		OH008893	10/02/2017	59.69
00189441	10/18/2017	CENTURYLINK BUSINESS SERVICES PHONE USE OCT 2017		1421722084	10/03/2017	3,570.95
00189442	10/18/2017	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		OH008892	10/13/2017	1,331.00
00189443	10/18/2017	COMCAST Internet Charges/Fire	P0096806	OH008899	09/18/2017	231.15
00189444	10/18/2017	COMCAST FIRE STATION 92 FIBER CIRCUIT	P0095570	57555876	10/01/2017	1,257.64
00189445	10/18/2017	COOK, KEVIN FRLEOFF1 Retiree Medical Expen	P0096855	OH008897	10/16/2017	60.88
00189446	10/18/2017	CORRECT EQUIPMENT PRESSURE TRANSMITTERS	P0096437	36051/35944/3607	09/12/2017	2,178.00
00189447	10/18/2017	CORT PARTY RENTAL 45 padded chairs for Fred Hutc	P0096793	71459	10/13/2017	265.41
00189448	10/18/2017	CRYSTAL AND SIERRA SPRINGS Monthly water service delivery	P93566	5277493100117	10/01/2017	97.32
00189449	10/18/2017	CRYSTAL SPRINGS ordered coffee for starbucks	P0096794	13123243092917	09/29/2017	70.58
00189450	10/18/2017	CULLIGAN Water Service/Fire	P0096840	201710672721	09/30/2017	260.34
00189451	10/18/2017	DALY, RYAN FLEX SPEND REIMB		12OCT17	10/13/2017	500.00
00189452	10/18/2017	DATAQUEST LLC Background checks for voluntee	P93568	OH008900	09/30/2017	137.50
00189453	10/18/2017	DAY WIRELESS SYSTEMS Radio Repair	P0096768	442471	09/30/2017	555.09
00189454	10/18/2017	DELL MARKETING L.P. Dell Ultrasharp Monitor 24	P0096359	10190686866	09/13/2017	1,781.14
00189455	10/18/2017	DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRINTING SEPT 17		73167640	10/04/2017	284.24
00189456	10/18/2017	FEDEX OFFICE Laminating, cutting & other pr	P93531	579/594/689	10/01/2017	232.01
00189457	10/18/2017	FIRE PROTECTION INC MAINT SHOP SPRINKLER SERVICE	P0096797	40600	09/21/2017	707.85
00189458	10/18/2017	FISHERIES SUPPLY Marine Patrol Supplies - Runni	P0096864	4122027	07/25/2017	31.96

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189459	10/18/2017	FOREST CLOUDS Luther Burbank Park Vegetation	P0095483	OH008902	10/06/2017	3,885.81
00189460	10/18/2017	GRAND & BENEDICTS INC Operating supplies for Thrift	P93570	0915679/0913630	09/19/2017	233.27
00189461	10/18/2017	GUARDIAN SECURITY CityHall Camera System	P0096272	767380	10/05/2017	1,282.27
00189462	10/18/2017	GUARDIAN SECURITY SYSTEMS Camera Server/Client Licenses	P0096035	767379	10/05/2017	9,672.31
00189463	10/18/2017	HOOMAN, ELLIE FLEX SPEND REIMB		12OCT17	10/13/2017	434.78
00189464	10/18/2017	HORSCHMAN, BRENT FLEX SPEND REIMB		12OCT17	10/13/2017	384.62
00189465	10/18/2017	HSUEH, ROBERT OVERPAYMENT REFUND		OH008894	10/11/2017	62.04
00189466	10/18/2017	MAGNAN, JEFF PER DIEM REIMBURSEMENT		OH008889	10/13/2017	489.55
00189467	10/18/2017	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		OH008890	10/13/2017	150.00
00189468	10/18/2017	MICROFLEX September 2017 Tax Audit Progr	P0096783	00022680	10/05/2017	42.00
00189469	10/18/2017	NELSON, CASEY FLEX SPEND REIMB		12OCT17	10/13/2017	400.00
00189470	10/18/2017	SCHUMACHER, CHAD C FLEX SPEND REIMB		12OCT17	10/13/2017	307.70
00189471	10/18/2017	SCORE September 2017 Jail Bill - Inv	P0096845	2754	10/10/2017	3,740.95
00189472	10/18/2017	SEA WESTERN INC DC Helmet	P0096816	21428	09/28/2017	429.34
00189473	10/18/2017	SHOREWOOD HEIGHTS Rental assistance for Emergenc	P93580	OH008908	10/11/2017	1,000.00
00189474	10/18/2017	SIGNATURE LANDSCAPE SERVICES 2017 City Hall, FS 91 & 92,	P93726	333001/2/3/4	10/01/2017	25,546.49
00189475	10/18/2017	SPENCE, WILLIAM class cancelled due to fires,	P0096834	726353	10/12/2017	27.10
00189476	10/18/2017	ST MONICA'S CATHOLIC CHURCH Preschool tuition payment	P0096801	OH008909	10/12/2017	3,150.00
00189477	10/18/2017	STERICYCLE INC On-Call Charges/Fire	P0096811	3004004472	09/30/2017	10.36
00189478	10/18/2017	STRANGER, THE Advertising for Thrift Shop -	P0094817	9174DFFD/917A198	09/07/2017	800.00
00189479	10/18/2017	SUNDSTROM, ROBERT Instructor fees - Birding Trip	P0096872	OH008907	10/17/2017	634.65
00189480	10/18/2017	TAWNEY, LAURA FLEX SPEND REIMB		12OCT17	10/13/2017	1,153.54
00189481	10/18/2017	THOMSON REUTERS - WEST Clear investigative services -	P0096846	936949314	10/01/2017	318.55
00189482	10/18/2017	TRAFFIC SAFETY SUPPLY "NO SHOULDER AHEAD" SIGN 36 X	P0096747	134588	09/28/2017	83.47
00189483	10/18/2017	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		OH008891	10/13/2017	220.00
00189484	10/18/2017	VAN GORP, ALISON FLEX SPEND REIMB		12OCT17	10/13/2017	384.62

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189485	10/18/2017	VERIZON WIRELESS MDC Charges/Fire	P93565	9793271646	09/23/2017	966.14
00189486	10/18/2017	VICKERS MICHAEL L FLEX SPEND REIMB		12OCT17	10/13/2017	3,846.20
00189487	10/18/2017	WA ASPHALT PAVEMENT ASSOC INV 21459 WORKSHOP FOR C.MORR	P0096679	21459	10/03/2017	380.00
00189488	10/18/2017	WA LEGAL MESSENGERS INC Legal Messenger Services - Inv	P0096836	320169	09/29/2017	30.00
00189489	10/18/2017	WASHINGTON FIRE CHIEFS 2017 Labor Management	P0096518	9544	09/19/2017	225.00
00189490	10/18/2017	WESCOM Radar Calibration - SN: TA0513	P0096844	22823	10/10/2017	88.00
00189491	10/18/2017	WIMACTEL INC PAYPHONE IN POLICE LOBBY	P0096799	000168635	10/01/2017	60.50
00189492	10/18/2017	WSAFM Fire Prevention Institute/Rost	P0096803	2927	09/26/2017	450.00
00189493	10/18/2017	XEROX CORPORATION PD Admin Copier monthly fee -	P93829	090866234	10/02/2017	2,163.90
00189494	10/18/2017	XEROX CORPORATION PRINTER SUPPLIES		230058520	10/01/2017	702.55
00189495	10/18/2017	ZEE MEDICAL Medical supplies Community Cen	P0096765	68345037/038	10/05/2017	158.75
					Total	<u>134,755.10</u>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0096834	00189475	SPENCE, WILLIAM	class cancelled due to fires,	27.10
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00189465	HSUEH, ROBERT	OVERPAYMENT REFUND	62.04
<i>Org Key: 814072 - United Way</i>				
	00189483	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	220.00
<i>Org Key: 814074 - Garnishments</i>				
	00189442	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00189467	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	150.00
<i>Org Key: CA1100 - Administration (CA)</i>				
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	38.68
P0096836	00189488	WA LEGAL MESSENGERS INC	Legal Messenger Services - Inv	30.00
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: DS0000 - Development Services-Revenue</i>				
P0094778	00189438	BELLEVUE, CITY OF	Quarterly MBP.COM Surcharge	9,726.75
<i>Org Key: DS1100 - Administration (DS)</i>				
	00189455	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING SEPT 17	223.32
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	38.70
<i>Org Key: FN1100 - Administration (FN)</i>				
	00189455	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING SEPT 17	40.60
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	24.00
<i>Org Key: FNBE01 - Financial Services</i>				
P0096783	00189468	MICROFLEX	September 2017 Tax Audit Progr	42.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P0096816	00189472	SEA WESTERN INC	DC Helmet	429.34
P0095570	00189444	COMCAST	FIRE STATION 92 FIBER CIRCUIT	410.37
P0096840	00189450	CULLIGAN	Water Service/Fire	260.34
P0096518	00189489	WASHINGTON FIRE CHIEFS	2017 Labor Management	225.00
P0096806	00189443	COMCAST	Internet Charges/Fire	106.35
P0096848	00189443	COMCAST	Internet Charges/Fire	62.40
P0096807	00189443	COMCAST	Internet Charges/Fire	62.40
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	50.69
<i>Org Key: FR2100 - Fire Operations</i>				
P0096817	00189485	VERIZON WIRELESS	MDC Charges/Fire	926.13
P0096805	00189453	DAY WIRELESS SYSTEMS	Radio Repair	214.09
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0096810	00189434	AIRGAS USA LLC	Oxygen/Fire	259.67
P0096811	00189477	STERICYCLE INC	On-Call Charges/Fire	10.36
<i>Org Key: FR5100 - Community Risk Reduction</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0096803	00189492	WSAFM	Fire Prevention Institute/Rost	450.00
<i>Org Key: GGM001 - General Government-Misc</i>				
P0095570	00189444	COMCAST	CITY HALL BACKUP INTERNET CONN	847.27
P0096765	00189495	ZEE MEDICAL	Medical supplies Community Cen	158.75
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	50.70
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0096855	00189445	COOK, KEVIN	FRLEOFF1 Retiree Medical Expen	60.88
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0096629	00189436	ASTRAL COMMUNICATIONS INC	Cradlepoint Modem Management 1	352.00
P0096630	00189436	ASTRAL COMMUNICATIONS INC	Sierra Wireless Modem Manageme	336.60
P0096799	00189491	WIMACTEL INC	PAYPHONE IN POLICE LOBBY	60.50
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0096747	00189482	TRAFFIC SAFETY SUPPLY	"NO SHOULDER AHEAD" SIGN 36 X	83.47
<i>Org Key: MT3100 - Water Distribution</i>				
P0096359	00189454	DELL MARKETING L.P.	Dell Ultrasharp Monitor 24	952.35
P0096359	00189454	DELL MARKETING L.P.	Dell Rugged Tablet Dock	288.74
P0096359	00189454	DELL MARKETING L.P.	Dell TB16 Dock	247.49
P0096359	00189454	DELL MARKETING L.P.	Dell E-Port Plus Port Replicat	181.49
P0096359	00189454	DELL MARKETING L.P.	Shipping Charge	111.07
<i>Org Key: MT3200 - Water Pumps</i>				
	00189440	CENTURYLINK	PHONE USE OCT 2017	59.69
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00189441	CENTURYLINK BUSINESS SERVICES	PHONE USE OCT 2017	3,570.95
P0096437	00189446	CORRECT EQUIPMENT	PRESSURE TRANSMITTERS	2,178.00
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	141.24
<i>Org Key: MT4200 - Building Services</i>				
P0096797	00189457	FIRE PROTECTION INC	MAINT SHOP SPRINKLER SERVICE	707.85
<i>Org Key: MT4210 - Building Landscaping</i>				
P93726	00189474	SIGNATURE LANDSCAPE SERVICES	2017 City Hall, FS 91 & 92,	2,546.73
<i>Org Key: PO1100 - Administration (PO)</i>				
	00189466	MAGNAN, JEFF	PER DIEM REIMBURSEMENT	352.00
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	145.31
	00189466	MAGNAN, JEFF	PER DIEM REIMBURSEMENT	137.55
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0096272	00189461	GUARDIAN SECURITY	CityHall Camera System	1,282.27
<i>Org Key: PO1700 - Records and Property</i>				
P0096699	00189493	XEROX CORPORATION	PD Admin Copier monthly fee -	292.98
P0096699	00189493	XEROX CORPORATION	PD Records Copier - monthly fe	209.12

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P0096845	00189471	SCORE	September 2017 Jail Bill - Inv	3,740.95
<i>Org Key: PO2100 - Patrol Division</i>				
P0096768	00189453	DAY WIRELESS SYSTEMS	Parameter checks on MI UHF rep	341.00
P0096844	00189490	WESCOM	Radar Calibration - SN: TA0513	88.00
<i>Org Key: PO2200 - Marine Patrol</i>				
P0096864	00189458	FISHERIES SUPPLY	Marine Patrol Supplies - Runni	31.96
<i>Org Key: PO3100 - Investigation Division</i>				
P0096846	00189481	THOMSON REUTERS - WEST	Clear investigative services -	318.55
<i>Org Key: PR1100 - Administration (PR)</i>				
P93571	00189493	XEROX CORPORATION	Lease and print charges for NE	433.01
P93829	00189493	XEROX CORPORATION	2017 - Lease Charges for LB Ad	144.30
P93566	00189448	CRYSTAL AND SIERRA SPRINGS	Monthly water service delivery	48.66
P93829	00189493	XEROX CORPORATION	Use Charge 8-25-17 to 9-22-17	8.39
<i>Org Key: PR2100 - Recreation Programs</i>				
P0096872	00189479	SUNDSTROM, ROBERT	Instructor fees - Birding Trip	634.65
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	11.99
<i>Org Key: PR4100 - Community Center</i>				
P93726	00189474	SIGNATURE LANDSCAPE SERVICES	2017 MICEC Landscape Maintenanc	1,343.39
P0096793	00189447	CORT PARTY RENTAL	45 padded chairs for Fred Hutc	265.41
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	70.62
P0096794	00189449	CRYSTAL SPRINGS	ordered coffee for starbucks	70.58
<i>Org Key: PR6100 - Park Maintenance</i>				
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: PY4617 - Flex Spending Admin 2017</i>				
	00189486	VICKERS MICHAEL L	FLEX SPEND REIMB	3,846.20
	00189480	TAWNEY, LAURA	FLEX SPEND REIMB	1,153.54
	00189451	DALY, RYAN	FLEX SPEND REIMB	500.00
	00189463	HOOMAN, ELLIE	FLEX SPEND REIMB	434.78
	00189469	NELSON, CASEY	FLEX SPEND REIMB	400.00
	00189464	HORSCHMAN, BRENT	FLEX SPEND REIMB	384.62
	00189484	VAN GORP, ALISON	FLEX SPEND REIMB	384.62
	00189470	SCHUMACHER, CHAD C	FLEX SPEND REIMB	307.70
<i>Org Key: VCP104 - CIP Streets Salaries</i>				
P0096679	00189487	WA ASPHALT PAVEMENT ASSOC	INV 21459 WORKSHOP FOR C.MORR	380.00
<i>Org Key: WG104R - Thrift Shop Repairs</i>				
P0096035	00189462	GUARDIAN SECURITY SYSTEMS	Camera Server/Client Licenses	2,530.19
<i>Org Key: WG110T - Computer Equip Replacements</i>				
P0096035	00189462	GUARDIAN SECURITY SYSTEMS	Camera Server/Client Licenses	1,493.98
<i>Org Key: WG141E - MICEC Equipment Replacement</i>				
P0096035	00189462	GUARDIAN SECURITY SYSTEMS	Camera Server/Client Licenses	5,648.14



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WP122R - Vegetation Management</i>				
P0095719	00189474	SIGNATURE LANDSCAPE SERVICES	North Mercerdale Hillside OSVW	13,513.50
P0095442	00189435	APPLIED ECOLOGY LLC	Mercerdale Hillside Vegetation	12,903.60
P0095442	00189435	APPLIED ECOLOGY LLC	50% Retainage	10,753.00
P0095443	00189435	APPLIED ECOLOGY LLC	50% Retainage	8,799.30
P0095721	00189474	SIGNATURE LANDSCAPE SERVICES	Upper Luther Burbank Park	7,896.00
P0095444	00189435	APPLIED ECOLOGY LLC	Clark Beach Park Vegetation Wo	4,724.88
P0095483	00189459	FOREST CLOUDS	Parkwood Ridge Vegetation Work	3,585.81
P0095447	00189435	APPLIED ECOLOGY LLC	Wildwood Park Vegetation Work	1,707.05
P0095447	00189435	APPLIED ECOLOGY LLC	50% Retainage	1,422.54
P0095484	00189459	FOREST CLOUDS	Luther Burbank Park Vegetation	300.00
<i>Org Key: WP720R - Recurring Park Projects</i>				
P0096753	00189439	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (25 YDS)	646.25
<i>Org Key: WR140H - Minor Trail Improvements</i>				
P0096827	00189433	ACE IRON WORKS	Custom handrails on two ROW tr	5,500.00
<i>Org Key: YF1100 - YFS General Services</i>				
P93571	00189493	XEROX CORPORATION	Lease and print/copy charges f	906.01
P93531	00189456	FEDEX OFFICE	Laminating, cutting & other pr	232.01
P93563	00189493	XEROX CORPORATION	Lease and overage charges for	170.09
P93568	00189452	DATAQUEST LLC	Background checks for voluntee	137.50
P0096785	00189437	BELLEVUE, CITY OF	Rental deposit for meeting spa	96.25
P93566	00189448	CRYSTAL AND SIERRA SPRINGS	Monthly water service for LB	48.66
P93565	00189485	VERIZON WIRELESS	Mobile broadband services for	40.01
	00189455	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING SEPT 17	20.32
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	12.00
<i>Org Key: YF1200 - Thrift Shop</i>				
P0094817	00189478	STRANGER, THE	Advertising for Thrift Shop -	800.00
P93726	00189474	SIGNATURE LANDSCAPE SERVICES	2017 Thrift Shop Landscape	246.87
P93570	00189460	GRAND & BENEDICTS INC	Operating supplies for Thrift	233.27
	00189494	XEROX CORPORATION	PRINTER SUPPLIES	70.62
<i>Org Key: YF2600 - Family Assistance</i>				
P0096801	00189476	ST MONICA'S CATHOLIC CHURCH	Preschool tuition payment	3,150.00
P93580	00189473	SHOREWOOD HEIGHTS	Rental assistance for Emergenc	1,000.00
Total				134,755.10

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	189496 -189631	10/26/2017	\$ 942,018.77
			<b>\$ 942,018.77</b>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189496	10/18/2017	HAKOMORI, MITSUKO Instructor fees - course #1724	P0096823	17247	10/12/2017	359.33
00189497	10/18/2017	HILLIS CLARK MARTIN & Professional services - Invoic	P0096837	218791	09/30/2017	1,370.25
00189498	10/18/2017	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0096763	0105200022394	10/10/2017	195.82
00189499	10/18/2017	HONEYWELL, MATTHEW V Professional services - Invoic	P0096838	995	10/10/2017	1,200.00
00189500	10/18/2017	HUGHES FIRE EQUIPMENT INC Parts 8610/8613	P0096814	517626/751/C0829	09/21/2017	24.38
00189501	10/18/2017	INGALLINA'S BOX LUNCH INC Interview Lunches for Entry Le	P0096808	01394507	09/27/2017	71.88
00189502	10/18/2017	JEFFRIES, TRACY L COURT ADMINISTRATOR SERVICES	P0096861	OH008903	10/05/2017	1,000.00
00189503	10/18/2017	KENT FINANCE, CITY OF share1app invoice (annual fee)	P0096786	RI45952	08/17/2017	500.00
00189504	10/18/2017	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P94044	11008241	09/30/2017	1,122.00
00189505	10/18/2017	LAKESIDE DOORS INC REPAIR APP BAY DOOR ROLLERS	P0096796	5866	09/07/2017	657.80
00189506	10/18/2017	LEEPER, MICHAEL Instructor fees - course #1733	P0096824	17331/17330	10/12/2017	232.40
00189507	10/18/2017	METROPRESORT Printing and Mailing of Septem	P94122	496493/129/655/2	09/21/2017	2,254.89
00189508	10/18/2017	MI HARDWARE - YFS Operating supplies for Tshop a	P93530	OH008904	09/30/2017	23.18
00189509	10/18/2017	MICHAEL SKAGGS ASSOCIATES JANITORIAL SERVICE FOR SEPT 20	P0096850	17474	09/30/2017	10,720.98
00189510	10/18/2017	MOBERLY AND ROBERTS Professional services - Invoic	P0096839	703	10/01/2017	6,150.00
00189511	10/18/2017	MORGAN SOUND INC service call 8/23/17. Issue wi	P0096771	MSI092134	09/05/2017	140.25
00189512	10/18/2017	MORRIS-HANSEN ENT INC WINDOW WASHING & GUTTER CLEANI	P0096800	53232	08/15/2017	1,502.00
00189513	10/18/2017	PACIFIC AIR CONTROL INC BOILER PUMP REPAIR	P0096798	6440	09/29/2017	2,399.56
00189514	10/18/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH008906	10/12/2017	43.05
00189515	10/18/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH008905	10/11/2017	25.30
00189516	10/18/2017	REPUBLIC SERVICES #172 8410 EMW HAUL OUT	P0096772	0172007240557	09/30/2017	257.00
00189517	10/18/2017	REPUBLIC SERVICES #172 ACCT 172-883826 2017 ANNUAL SW	P94277	7241623/7215038/	07/31/2017	6,440.36
00189518	10/18/2017	REPUBLIC SERVICES #172 2017 ROW DISPOSAL/RECYCLING 45	P94317	7186668/7214860/	07/31/2017	32,783.27
00189519	10/18/2017	RICOH USA INC Cost Per Copy/Fire	P0096809	5050474926	09/21/2017	191.37
00189520	10/18/2017	RICOH USA INC (FIRE) Copier Rental/Fire	P0096804	99500696	10/05/2017	320.87
00189521	10/24/2017	ABBOTT, RICHARD LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189522	10/24/2017	ADAMS, RONALD E LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	109.00
00189523	10/24/2017	AUGUSTSON, THOR LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	110.00
00189524	10/24/2017	BARNES, WILLIAM LEOFF1 Medicare Reimb		NOV2017A	10/24/2017	1,768.01
00189525	10/24/2017	BOOTH, GLENDON D LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90
00189526	10/24/2017	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	110.00
00189527	10/24/2017	COOPER, ROBERT LEOFF1 Medicare Reimb Qtr'ly		NOV2017A	10/24/2017	1,968.16
00189528	10/24/2017	DEEDS, EDWARD G LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	111.00
00189529	10/24/2017	DEVENY, JAN P LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	111.00
00189530	10/24/2017	DOWD, PAUL LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	111.00
00189531	10/24/2017	ELSOE, RONALD LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	108.00
00189532	10/24/2017	FORSMAN, LOWELL LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90
00189533	10/24/2017	GOODMAN, J C LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	110.00
00189534	10/24/2017	HAGSTROM, JAMES LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	124.60
00189535	10/24/2017	JOHNSON, CURTIS LEOFF1 Medicare Reimb		NOV2017A	10/24/2017	980.58
00189536	10/24/2017	KIA MOTORS FINANCE DSG 2016 KIA SOUL LEASE	P94483	OH008910	10/16/2017	211.36
00189537	10/24/2017	KIA MOTORS FINANCE DSG 2016 KIA SOUL LEASE	P88915	OH008911	10/14/2017	263.96
00189538	10/24/2017	KUHN, DAVID LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	110.00
00189539	10/24/2017	LEOFF HEALTH & WELFARE TRUST FIRE RETIREES		OH008913	10/24/2017	57,377.60
00189540	10/24/2017	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	146.90
00189541	10/24/2017	LOISEAU, LERI M LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	107.00
00189542	10/24/2017	LYONS, STEVEN LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	135.60
00189543	10/24/2017	MYERS, JAMES S LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90
00189544	10/24/2017	PROVOST, ALAN LEOFF1 Excess Benefit		NOV2017A	10/24/2017	1,449.36
00189545	10/24/2017	RAMSAY, JON LEOFF1 Medicare Reimb		NOV2017A	10/24/2017	584.61
00189546	10/24/2017	RUCKER, MANORD J LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	127.00
00189547	10/24/2017	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		NOV2017A	10/24/2017	1,004.89

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189548	10/24/2017	SMITH, RICHARD LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	200.80
00189549	10/24/2017	THOMPSON, JAMES LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	123.30
00189550	10/24/2017	TOOLEY, NORMAN LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	107.00
00189551	10/24/2017	WALLACE, THOMAS LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	109.00
00189552	10/24/2017	WEGNER, KEN LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90
00189553	10/24/2017	WHEELER, DENNIS LEOFF1 Medicare Reimb		NOV2017B	10/24/2017	104.90
00189554	10/26/2017	A.M. LEONARD INC INVENTORY PURCHASES	P0096895	CI17178200	10/12/2017	284.08
00189555	10/26/2017	AA ASPHALTING INC INV 89444Y ON CALL ASPHALT REP	P0096976	RETAINAGE B	10/26/2017	23,738.12
00189556	10/26/2017	ACCESS DATA ENTRY, STORAGE, BLACK BOX	P0096931	2280095	09/30/2017	395.29
00189557	10/26/2017	AM TEST INC INV 100207 WATER QUALITY	P0096916	100207/101397	08/17/2017	480.00
00189558	10/26/2017	APPLY A LINE INC PAVEMENT MARKING INSTALLATION	P0095418	9518	09/30/2017	14,152.32
00189559	10/26/2017	ARDEKANI, HESSAM PERMIT REFUND		1607117	08/24/2017	3,494.00
00189560	10/26/2017	BENJAMIN ASPHALT INC INVOICE 1017-05 85th Ave Overl	P0096835	101705	09/30/2017	2,750.00
00189561	10/26/2017	BEST PARKING LOT CLEANING INC INV V61828 & C162163 2017-18	P94698	C161926	09/30/2017	482.63
00189562	10/26/2017	BLUELINE GROUP INV 13997 FREEMAN AVE ROADWAY	P0095975	14027	10/02/2017	22,946.50
00189563	10/26/2017	BROWN AND CALDWELL CONSULTANTS INV 1429987 2017 SCADA MASTER	P0095668	14299875	09/07/2017	14,513.99
00189564	10/26/2017	CALPORTLAND COMPANY #4 X DUST (31.91 TONS)	P0096825	93463490	10/10/2017	861.73
00189565	10/26/2017	CAROLLO ENGINEERS INC GENERAL SEWER PLAN UPDATE	P86399	0161344	10/16/2017	787.50
00189566	10/26/2017	CASNE ENGINEERING INC INV. 30101 SCADA SEWER REPAIR	P0096878	30101	10/05/2017	800.56
00189567	10/26/2017	CEDAR GROVE COMPOSTING INC Organic Waste Service Sept 201	P0096902	0000358203	10/11/2017	1,345.90
00189568	10/26/2017	CENTURYLINK PHONE USEAGE OCT 2017		OH008919	10/20/2017	1,856.36
00189569	10/26/2017	CENTURYLINK-ACCESS BILL PHONE USE OCT 2017		OH008921	10/08/2017	648.86
00189570	10/26/2017	CESSCO 5) SAW BLADES & 5) CHAINSAW CH	P0096882	7618	10/10/2017	597.43
00189571	10/26/2017	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		27OCT2017	10/27/2017	1,331.00
00189572	10/26/2017	CHRISTIANSEN, ANNE Instructor Payments - Course #	P0096873	17319	10/17/2017	390.60
00189573	10/26/2017	CHS ENGINEERING INC 81st Ave SE Backyard Side Sewe	P0095489	8017031709	09/29/2017	20,055.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189574	10/26/2017	CLEANERS PLUS 1 PD uniform dry cleaning for 9/	P0096880	76432	10/01/2017	103.40
00189575	10/26/2017	COMCAST CITY HALL HIGH SPEED INTERNET	P93439	OH008914	10/12/2017	108.45
00189576	10/26/2017	COMCAST OCT-NOV 2017 ANNUAL PW WI-FI S	P93757	OH008915	10/07/2017	96.40
00189577	10/26/2017	CONFLUENCE ENGINEERING GRP LLC PHASE 3 MICROBIAL	P91202	050917MIWQP3	10/05/2017	10,708.50
00189578	10/26/2017	CORA BIKE RACK INC BIKE RACK CORA EXPO (W4508)	P0096740	93511	10/06/2017	861.30
00189579	10/26/2017	CRYSTAL AND SIERRA SPRINGS INV 14555831-100717 2017 ANNUA	P94425	14555831100717	10/07/2017	286.74
00189580	10/26/2017	CRYSTAL MOUNTAIN ALPINE CLUB rental contract #23919 complet	P0096863	23919	10/16/2017	400.00
00189581	10/26/2017	DEEDS, EDWARD G LEOFF1 Retiree Medical Expense	P0096859	OH008916	10/16/2017	17.43
00189582	10/26/2017	DELL MARKETING L.P. WinCC SCADA Workstation	P0096746	10195274613	10/07/2017	5,712.69
00189583	10/26/2017	DUNBAR ARMORED OCT17 Armored Car Services	P0096932	4066831	05/09/2023	1,923.57
00189584	10/26/2017	EMMANUEL DAY SCHOOL Preschool scholarships for EA	P93576	OH008917	10/20/2017	509.60
00189585	10/26/2017	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P0096306	9091	10/01/2017	1,382.30
00189586	10/26/2017	EVOQUA WATER TECHNOLOGIES LLC INV 903236488 BIOXIDE	P0096911	903236488	08/31/2017	4,481.40
00189587	10/26/2017	FEDEX UTILITY BILLING PAYMENT SCANNE	P0096894	595950129	10/13/2017	84.49
00189588	10/26/2017	FEI - SEATTLE WW #1539 INVENTORY PURCHASES	P0096925	0572315	10/10/2017	322.08
00189589	10/26/2017	FELIX, JIM WORK PANTS		OH008928	10/15/2017	171.55
00189590	10/26/2017	G&K SERVICES 2017 PW COVERALL/LAUNDRY SERVI	P93484	OH008918	09/30/2017	1,212.25
00189591	10/26/2017	GRAINGER INVENTORY PURCHASES	P0096802	9578586241	10/09/2017	783.59
00189592	10/26/2017	GRAY, KATY S. Instructor fees - course #1752	P0096888	17522	10/18/2017	128.80
00189593	10/26/2017	GREEN EARTHWORKS CONST INC SUB BASIN 27A.9 PHASE II	P0095904	#1 91017	09/10/2017	116,461.85
00189594	10/26/2017	H D FOWLER WILKINS REDUCED PRESSURE BACKF	P0096784	I4653546/50614	10/02/2017	1,199.57
00189595	10/26/2017	HOLM, CAROLYN REFUND FOR CLOSED CASE		OH008929	10/13/2017	83.00
00189596	10/26/2017	ISLAND, MELANIE & TOBIN OVERPAYMENT REFUND		OH008923	10/24/2017	79.17
00189597	10/26/2017	KCDA PURCHASING COOPERATIVE ISLAND CREST PARK BASEBALL NOR	P0095836	300212287	09/29/2017	473,866.12
00189598	10/26/2017	LEGEND DATA SYSTEMS INC 2 Ribbons for card printer - J	P0096770	119495	10/09/2017	223.30
00189599	10/26/2017	LIFE ASSIST INC Rig and Station Aid Supplies	P0096813	821197	10/10/2017	1,475.92

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00189600	10/26/2017	MI CENTER FOR THE ARTS PERMIT REFUND		CPA16001	10/20/2017	3,909.65
00189601	10/26/2017	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		27OCT2017	10/27/2017	150.00
00189602	10/26/2017	MODY, PURVI N PERMIT REFUND		1707298	10/17/2017	89.61
00189603	10/26/2017	MOLTZ, ERIC MILEAGE EXPENSE		OH008927	10/20/2017	113.95
00189604	10/26/2017	NAT'L HOSE TESTING SPEC INC Annual Hose Testing	P0096815	46741	09/21/2017	5,109.00
00189605	10/26/2017	NORTHERN PACIFIC CONSTRUCTION ELECTRICAL CHANGE ORDER	P92632	#3	03/15/2017	8,952.33
00189606	10/26/2017	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		27OCT2017	10/27/2017	2,211.13
00189607	10/26/2017	REDMOND, CITY OF 3rd Quarter 2017 Apparatus	P0096812	00002112	10/11/2017	17,857.96
00189608	10/26/2017	TONELLA-HOWE, ANNE CONFERENCE EXPENSES		OH008924	10/24/2017	22.45
00189609	10/26/2017	UNDERWOOD, JULIE PER DIEM REIMBURSEMENT		OH008922	10/25/2017	201.65
00189610	10/26/2017	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		27OCT2017	10/27/2017	220.00
00189628	10/26/2017	US BANK CORP PAYMENT SYS 80474 - UNION SQUARE		2490641727804521	10/06/2017	27,044.71
00189629	10/26/2017	VICKERS MICHAEL L LICENSE FEES		OH008925	10/17/2017	414.25
00189630	10/26/2017	WCIA Notary Bond (E. Hooman)	P0096750	14007	10/06/2017	80.00
00189631	10/26/2017	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		27OCT2017	10/27/2017	2,651.67
					Total	<u>942,018.77</u>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0096863	00189580	CRYSTAL MOUNTAIN ALPINE CLUB	rental contract #23919 complet	400.00
<i>Org Key: 345000 - Technology-Admin Key</i>				
	00189602	MODY, PURVIN	PERMIT REFUND	2.61
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00189559	ARDEKANI, HESSAM	PERMIT REFUND	3,244.00
P0096925	00189588	FEI - SEATTLE WW #1539	INVENTORY PURCHASES	322.08
P0096895	00189554	A.M. LEONARD INC	INVENTORY PURCHASES	284.08
	00189559	ARDEKANI, HESSAM	PERMIT REFUND	250.00
P0096779	00189591	GRAINGER	INVENTORY PURCHASES	207.59
P0096763	00189498	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	172.26
P0096781	00189591	GRAINGER	INVENTORY PURCHASES	130.15
	00189596	ISLAND, MELANIE & TOBIN	OVERPAYMENT REFUND	79.17
<i>Org Key: 814072 - United Way</i>				
	00189610	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	220.00
<i>Org Key: 814074 - Garnishments</i>				
	00189571	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00189601	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	150.00
<i>Org Key: 814076 - City &amp; Counties Local 21M</i>				
	00189631	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,651.67
<i>Org Key: 814077 - Police Association</i>				
	00189606	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,211.13
<i>Org Key: CA1100 - Administration (CA)</i>				
P0096837	00189497	HILLIS CLARK MARTIN &	Professional services - Invoic	1,370.25
	00189628	US BANK CORP PAYMENT SYS	KING COUNTY DJA	22.49
	00189628	US BANK CORP PAYMENT SYS	KING COUNTY DJA	22.49
	00189628	US BANK CORP PAYMENT SYS	80474 - UNION SQUARE	20.00
<i>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</i>				
P0096839	00189510	MOBERLY AND ROBERTS	Professional services - Invoic	6,150.00
P0096838	00189499	HONEYWELL, MATTHEW V	Professional services - Invoic	1,200.00
<i>Org Key: CM1100 - Administration (CM)</i>				
	00189609	UNDERWOOD, JULIE	PER DIEM REIMBURSEMENT	201.65
	00189628	US BANK CORP PAYMENT SYS	ASSOC OF WA CITIES	50.00
	00189628	US BANK CORP PAYMENT SYS	MIOPOSTO MERCER ISLAND	42.00
<i>Org Key: CM1200 - City Clerk</i>				
P0096750	00189630	WCIA	Notary Bond (E. Hooman)	40.00
<i>Org Key: CM1300 - Sustainability</i>				
P0096886	00189567	CEDAR GROVE COMPOSTING INC	Organic Waste Service Sept 201	26.70
P0096886	00189567	CEDAR GROVE COMPOSTING INC	Organic Waste Service Sept 201	26.70
<i>Org Key: CM1400 - Communications</i>				
	00189628	US BANK CORP PAYMENT SYS	UW CONFERENCE MANAGEMENT	210.00



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *PNSOCIALMKT	175.00
<i>Org Key: CO6100 - City Council</i>				
	00189628	US BANK CORP PAYMENT SYS	GOURMONDO CATERING	289.95
	00189628	US BANK CORP PAYMENT SYS	HOMEGROWN MOTO	264.72
	00189628	US BANK CORP PAYMENT SYS	GRUB HUB	129.02
	00189628	US BANK CORP PAYMENT SYS	EB BUILDING TRANSIT B	25.00
	00189628	US BANK CORP PAYMENT SYS	NEW SEASONS MARKET	11.23
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	800.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	300.00
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	200.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	150.00
	00189628	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	135.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	125.00
	00189628	US BANK CORP PAYMENT SYS	PARTY CITY	97.17
	00189628	US BANK CORP PAYMENT SYS	REI.COM	75.00
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	75.00
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	69.98
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	53.08
	00189628	US BANK CORP PAYMENT SYS	REI.COM	50.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	50.00
	00189628	US BANK CORP PAYMENT SYS	WASHINGTONA	50.00
	00189628	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	38.86
<i>Org Key: CT1100 - Municipal Court</i>				
P0096861	00189502	JEFFRIES, TRACY L	COURT ADMINISTRATOR SERVICES	1,000.00
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00189600	MI CENTER FOR THE ARTS	PERMIT REFUND	3,909.65
	00189602	MODY, PURVI N	PERMIT REFUND	87.00
<i>Org Key: DS1100 - Administration (DS)</i>				
	00189628	US BANK CORP PAYMENT SYS	OFFICESUPPLY.COM	248.04
	00189628	US BANK CORP PAYMENT SYS	INT'L CODE COUNCIL INC	80.30
	00189628	US BANK CORP PAYMENT SYS	MBP.COM MERCHANT FEE	54.10
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	32.91
	00189628	US BANK CORP PAYMENT SYS	COLLER INDUSTRIES INC	26.98
	00189628	US BANK CORP PAYMENT SYS	EB BUILDING TRANSIT B	25.00
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	384.99
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	135.70
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	21.52
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
	00189628	US BANK CORP PAYMENT SYS	HOMEGROWN MOTO	126.27
	00189628	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	101.00
	00189628	US BANK CORP PAYMENT SYS	EB BUILDING TRANSIT B	25.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	429.61
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	322.02
P0096894	00189587	FEDEX	UTILITY BILLING PAYMENT SCANNE	84.49
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	429.60
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	322.03
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	429.60
P94122	00189507	METROPRESORT	Printing and Mailing of Septem	322.03
<i>Org Key: FR1100 - Administration (FR)</i>				
P0096804	00189520	RICOH USA INC (FIRE)	Copier Rental/Fire	320.87
P0096809	00189519	RICOH USA INC	Cost Per Copy/Fire	191.37
	00189628	US BANK CORP PAYMENT SYS	CLEARWATER CASINO RESORT	134.31
	00189628	US BANK CORP PAYMENT SYS	CLEARWATER CASINO RESORT	134.31
	00189628	US BANK CORP PAYMENT SYS	MOS PIZZA - WA	104.28
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	75.59
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	74.28
	00189628	US BANK CORP PAYMENT SYS	MOS PIZZA - WA	72.09
	00189628	US BANK CORP PAYMENT SYS	WSFERRIES-EDMONDS	18.20
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00189628	US BANK CORP PAYMENT SYS	WSFERRIES-PORT TOWNSEND	14.05
	00189628	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	12.32
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	10.00
	00189628	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	9.86
	00189628	US BANK CORP PAYMENT SYS	USPS PO 5453060253	3.00
<i>Org Key: FR2100 - Fire Operations</i>				
P0096812	00189607	REDMOND, CITY OF	3rd Quarter 2017 Apparatus	17,857.96
P0096306	00189585	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	528.88
P0096814	00189500	HUGHES FIRE EQUIPMENT INC	Parts 8610/8613	327.88
P0096808	00189501	INGALLINA'S BOX LUNCH INC	Interview Lunches for Entry Le	71.88
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	61.32
P0096814	00189500	HUGHES FIRE EQUIPMENT INC	Credit for Mirror Harness	-303.50
<i>Org Key: FR2400 - Fire Suppression</i>				
P0096815	00189604	NAT'L HOSE TESTING SPEC INC	Annual Hose Testing	5,109.00
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0096813	00189599	LIFE ASSIST INC	Rig and Station Aid Supplies	1,475.92
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00189628	US BANK CORP PAYMENT SYS	THESTAMPMAKER	24.70
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	14.29
<i>Org Key: GGM001 - General Government-Misc</i>				
P0096932	00189583	DUNBAR ARMORED	OCT17 Armored Car Services	549.59
P93439	00189575	COMCAST	CITY HALL HIGH SPEED INTERNET	108.45
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189539	LEOFF HEALTH & WELFARE TRUST	FIRE RETIREES	3,512.76
	00189527	COOPER, ROBERT	LEOFF1 Medicare Reimb Qtr'ly	402.00
	00189548	SMITH, RICHARD	LEOFF1 Medicare Reimb	200.80
	00189547	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	180.70
	00189524	BARNES, WILLIAM	LEOFF1 Medicare Reimb	163.70
	00189540	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	146.90
	00189535	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	143.30
	00189545	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00189542	LYONS, STEVEN	LEOFF1 Medicare Reimb	135.60
	00189546	RUCKER, MANORD J	LEOFF1 Medicare Reimb	127.00
	00189534	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	124.60
	00189549	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
	00189528	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	111.00
	00189529	DEVENY, JAN P	LEOFF1 Medicare Reimb	111.00
	00189530	DOWD, PAUL	LEOFF1 Medicare Reimb	111.00
	00189523	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	110.00
	00189526	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	110.00
	00189533	GOODMAN, J C	LEOFF1 Medicare Reimb	110.00
	00189538	KUHN, DAVID	LEOFF1 Medicare Reimb	110.00
	00189522	ADAMS, RONALD E	LEOFF1 Medicare Reimb	109.00
	00189551	WALLACE, THOMAS	LEOFF1 Medicare Reimb	109.00
	00189531	ELSOE, RONALD	LEOFF1 Medicare Reimb	108.00
	00189541	LOISEAU, LERI M	LEOFF1 Medicare Reimb	107.00
	00189550	TOOLEY, NORMAN	LEOFF1 Medicare Reimb	107.00
	00189521	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	104.90
	00189525	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	104.90
	00189532	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	104.90
	00189543	MYERS, JAMES S	LEOFF1 Medicare Reimb	104.90
	00189552	WEGNER, KEN	LEOFF1 Medicare Reimb	104.90
	00189553	WHEELER, DENNIS	LEOFF1 Medicare Reimb	104.90
P0096859	00189581	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	17.43
<b>Org Key: GGM606 - Excess Retirement-Fire</b>				
	00189524	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,604.31
	00189527	COOPER, ROBERT	LEOFF1 Excess Benefit	1,566.16
	00189544	PROVOST, ALAN	LEOFF1 Excess Benefit	1,449.36
	00189535	JOHNSON, CURTIS	LEOFF1 Excess Benefit	837.28
	00189547	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	824.19
	00189545	RAMSAY, JON	LEOFF1 Excess Benefit	448.41
<b>Org Key: GX9997 - Employee Benefits-Fire</b>				
	00189539	LEOFF HEALTH & WELFARE TRUST	FIRE ACTIVE	53,864.84
<b>Org Key: IS1100 - IGS Mapping</b>				
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	12.99
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	11.99
<b>Org Key: IS2100 - IGS Network Administration</b>				
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	1,336.02
P94044	00189504	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
P0096931	00189556	ACCESS	DATA ENTRY, STORAGE, BLACK BOX	395.29
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	219.68

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	RICARDOS - WA	102.53
	00189628	US BANK CORP PAYMENT SYS	THE UPS STORE 1081	75.15
	00189628	US BANK CORP PAYMENT SYS	WALMART.COM 8009666546	48.38
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	21.98
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	11.98
	00189628	US BANK CORP PAYMENT SYS	LOGMEIN*GOTOMEETING	10.06
	00189628	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	0.56
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0096920	00189555	AA ASPHALTING INC	INV 89444Y ON CALL ASPHALT REP	9,194.00
P0096976	00189555	AA ASPHALTING INC	2015- 16 RETAINAGE RELEASE	2,042.05
P0096883	00189570	CESSCO	5) SAW BLADES & 5) CHAINSAW CH	345.69
	00189628	US BANK CORP PAYMENT SYS	WSU PESTICIDE EDUCATION	120.00
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
	00189628	US BANK CORP PAYMENT SYS	BATTERIES PLUS 898	87.98
	00189628	US BANK CORP PAYMENT SYS	BATTERIES PLUS 898	-87.98
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0096976	00189555	AA ASPHALTING INC	2015-16 RETAINAGE RELEASE	125.25
<i>Org Key: MT2500 - ROW Administration</i>				
P94317	00189518	REPUBLIC SERVICES #172	2017 ROW DISPOSAL/RECYCLING 45	14,752.47
P94277	00189517	REPUBLIC SERVICES #172	ACCT 172-883826 2017 ANNUAL SW	6,440.36
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0096976	00189555	AA ASPHALTING INC	2015-16 RETAINAGE RELEASE	598.62
<i>Org Key: MT3100 - Water Distribution</i>				
P0096976	00189555	AA ASPHALTING INC	2015-16 RETAINAGE RELEASE	948.23
P93713	00189555	AA ASPHALTING INC	INV 83463 RETAINAGE	547.15
	00189628	US BANK CORP PAYMENT SYS	WESTERN WASHINGTON CROSS	115.00
	00189628	US BANK CORP PAYMENT SYS	OWPSACSTATE	111.00
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *RITAOLM	82.99
P0096782	00189591	GRAINGER	GREASE GUN	42.85
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *AEROCASILLA	29.22
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *GRINDSTOREL	17.43
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *JMCALD	7.33
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *EXTRAPS	1.15
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *AEROCASILLA	-29.22
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *RITAOLM	-82.99
<i>Org Key: MT3150 - Water Quality Event</i>				
P91202	00189577	CONFLUENCE ENGINEERING GRP LLC	PHASE 3 MICROBIAL	10,708.50
P0096748	00189594	H D FOWLER	WILKINS REDUCED PRESSURE BACKF	341.77
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	252.99
P0096916	00189557	AM TEST INC	INV 100207 WATER QUALITY	240.00
P0096916	00189557	AM TEST INC	INV 101397 WATER QUALITY	240.00
<i>Org Key: MT3200 - Water Pumps</i>				
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	59.69
<i>Org Key: MT3300 - Water Associated Costs</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P94317	00189518	REPUBLIC SERVICES #172	2017 WATER DISPOSAL/RECYCLING	1,639.16
	00189589	FELIX, JIM	WORK PANTS	171.55
	00189603	MOLTZ, ERIC	MILEAGE EXPENSE	68.37
	00189603	MOLTZ, ERIC	MILEAGE EXPENSE	45.58
<i>Org Key: MT3400 - Sewer Collection</i>				
P94698	00189561	BEST PARKING LOT CLEANING INC	INV V61828 & C162163 2017-18	482.63
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0096911	00189586	EVOQUA WATER TECHNOLOGIES LLC	INV 903236488 BIOXIDE	4,481.40
P0096878	00189566	CASNE ENGINEERING INC	INV. 30101 SCADA SEWER REPAIR	800.56
	00189569	CENTURYLINK-ACCESS BILL	PHONE USE OCT 2017	648.86
P0096752	00189594	H D FOWLER	9.40 X 12" REPAIR CLAMPS	514.60
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P94317	00189518	REPUBLIC SERVICES #172	2017 SEWER DISPOSAL/RECYCLING	1,639.17
<i>Org Key: MT3800 - Storm Drainage</i>				
P0096920	00189555	AA ASPHALTING INC	INV 89452 ON CALL ASPHALT REPA	8,564.00
P0096976	00189555	AA ASPHALTING INC	2015-16 RETAINAGE RELEASE	1,154.94
P93713	00189555	AA ASPHALTING INC	INV 83462 RETAINAGE	563.88
P0096772	00189516	REPUBLIC SERVICES #172	8410 EMW HAUL OUT	257.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	122.27
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P93484	00189590	G&K SERVICES	2017 PW COVERALL/LAUNDRY SERVI	1,212.25
	00189628	US BANK CORP PAYMENT SYS	WWW.SAHARAPIZZA.COM	167.77
	00189628	US BANK CORP PAYMENT SYS	EB IAAP PACIFIC NORTH	125.00
P93757	00189576	COMCAST	OCT-NOV 2017 ANNUAL PW WI-FI S	96.40
P94425	00189579	CRYSTAL AND SIERRA SPRINGS	INV 14555831-100717 2017 ANNUA	84.88
	00189628	US BANK CORP PAYMENT SYS	POGACHA RESTAURANT	63.34
	00189628	US BANK CORP PAYMENT SYS	COLLER INDUSTRIES INC	53.38
P0096306	00189585	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	12.02
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	10.00
	00189628	US BANK CORP PAYMENT SYS	BEN FRANKLIN CRAFTS	7.40
	00189628	US BANK CORP PAYMENT SYS	GOOD2GO-CALL CENTER	2.75
	00189628	US BANK CORP PAYMENT SYS	MMI*IPVANISH.COM	-21.59
	00189628	US BANK CORP PAYMENT SYS	GOV'S IND SAFTEY & HEALTH	-325.00
<i>Org Key: MT4200 - Building Services</i>				
P0096850	00189509	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE FOR SEPT 20	4,205.66
P0096796	00189505	LAKESIDE DOORS INC	REPAIR APP BAY DOOR ROLLERS	657.80
<i>Org Key: MT4210 - Building Landscaping</i>				
P94317	00189518	REPUBLIC SERVICES #172	2017 FACILITIES DISPOSAL/RECYC	1,639.17
<i>Org Key: MT4300 - Fleet Services</i>				
P88915	00189537	KIA MOTORS FINANCE	DSG 2016 KIA SOUL LEASE	263.96
	00189628	US BANK CORP PAYMENT SYS	WA DOL LIC & REG 27836	47.75
	00189628	US BANK CORP PAYMENT SYS	WA DOL LIC & REG 09598	47.75
	00189628	US BANK CORP PAYMENT SYS	SHELL OIL 63652220319	41.12
	00189628	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	16.25
	00189628	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	5.50

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	WA DOL27836*SERVICEFEE	2.00
	00189628	US BANK CORP PAYMENT SYS	WA DOL09598*SERVICEFEE	2.00
<i>Org Key: MT4501 - Water Administration</i>				
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	53.92
<i>Org Key: MTBE01 - Maint of Medians &amp; Planters</i>				
P0096740	00189578	CORA BIKE RACK INC	BIKE RACK CORA EXPO (W4508)	861.30
<i>Org Key: PO1100 - Administration (PO)</i>				
	00189628	US BANK CORP PAYMENT SYS	FBI Leeda Class in Spokane WA	564.90
	00189628	US BANK CORP PAYMENT SYS	MIPD shirts for records/admin	420.15
	00189628	US BANK CORP PAYMENT SYS	GEIGER	169.60
	00189628	US BANK CORP PAYMENT SYS	EVIDENT INC	84.50
	00189628	US BANK CORP PAYMENT SYS	training (FBI LEEDA - Spokane	63.71
	00189628	US BANK CORP PAYMENT SYS	training (FBI LEEDA - Spokane	62.72
	00189628	US BANK CORP PAYMENT SYS	Power adapters for port replic	61.98
	00189628	US BANK CORP PAYMENT SYS	MIPD records display item	59.08
	00189628	US BANK CORP PAYMENT SYS	PAYPAL *NLEFIA	50.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	35.97
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	10.00
	00189628	US BANK CORP PAYMENT SYS	HOTEL MURANO PARKING	8.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0096306	00189585	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	156.26
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	41.78
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	-97.86
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0096306	00189585	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	685.14
<i>Org Key: PO1700 - Records and Property</i>				
	00189628	US BANK CORP PAYMENT SYS	in-house NW training	83.38
	00189628	US BANK CORP PAYMENT SYS	Records Supplies	14.65
	00189628	US BANK CORP PAYMENT SYS	Records Supplies	6.60
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
	00189628	US BANK CORP PAYMENT SYS	Computer Accessory - Sergeant	111.21
	00189628	US BANK CORP PAYMENT SYS	Computer Accessory - Commander	103.52
<i>Org Key: PO2100 - Patrol Division</i>				
	00189628	US BANK CORP PAYMENT SYS	PBT Dry Gas Testing Unit	225.77
P0096880	00189574	CLEANERS PLUS 1	PD uniform dry cleaning for 9/	103.40
	00189628	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	14.24
	00189628	US BANK CORP PAYMENT SYS	LAKEVIEW PLUS DRY CLEANER	11.00
<i>Org Key: PO2200 - Marine Patrol</i>				
	00189629	VICKERS MICHAEL L	LICENSE FEES	414.25
<i>Org Key: PO2450 - Special Operations Team</i>				
	00189628	US BANK CORP PAYMENT SYS	SOT uniform/equipment	425.48
	00189628	US BANK CORP PAYMENT SYS	SOT uniforms	231.17
	00189628	US BANK CORP PAYMENT SYS	SOT equipment bags	119.71
	00189628	US BANK CORP PAYMENT SYS	SOT uniforms/equipment	104.13

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	SOT officer uniform/equipment	54.95
	00189628	US BANK CORP PAYMENT SYS	New SOT officer uniform	20.98
<i>Org Key: PO3100 - Investigation Division</i>				
	00189628	US BANK CORP PAYMENT SYS	NNA SERVICES LLC	99.50
P0096750	00189630	WCIA	Notary Bond (M. Seifert)	40.00
<i>Org Key: PO4300 - Police Training</i>				
	00189628	US BANK CORP PAYMENT SYS	Force Science training course	25.00
	00189628	US BANK CORP PAYMENT SYS	Force Science training course	25.00
<i>Org Key: PR1100 - Administration (PR)</i>				
	00189628	US BANK CORP PAYMENT SYS	NRPA conf	665.15
	00189628	US BANK CORP PAYMENT SYS	TROPHIES2GOCOM	541.20
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	135.14
	00189628	US BANK CORP PAYMENT SYS	Staff recognition supplies	82.04
	00189628	US BANK CORP PAYMENT SYS	Pens & cards	64.70
	00189628	US BANK CORP PAYMENT SYS	Department monthly newsletters	50.60
	00189628	US BANK CORP PAYMENT SYS	Kleenex	36.41
	00189628	US BANK CORP PAYMENT SYS	Survey Monkey monthly fee	35.00
	00189628	US BANK CORP PAYMENT SYS	hand sanitizer	29.46
	00189628	US BANK CORP PAYMENT SYS	Replacement plaque for bench d	25.30
	00189628	US BANK CORP PAYMENT SYS	NRPA conf	25.15
	00189628	US BANK CORP PAYMENT SYS	NRPA Conf	21.83
	00189628	US BANK CORP PAYMENT SYS	envelopes	19.99
	00189628	US BANK CORP PAYMENT SYS	NRPA conf	19.61
	00189628	US BANK CORP PAYMENT SYS	NRPA conf	16.40
	00189628	US BANK CORP PAYMENT SYS	NRPA conf	15.32
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	10.00
	00189628	US BANK CORP PAYMENT SYS	Rotary	10.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	9.80
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	4.63
<i>Org Key: PR2100 - Recreation Programs</i>				
P0096823	00189496	HAKOMORI, MITSUKO	Instructor fees - course #1724	359.33
P0096824	00189506	LEEPER, MICHAEL	Instructor fees - course #1733	135.80
P0096824	00189506	LEEPER, MICHAEL	Instructor fees - course #1733	96.60
	00189628	US BANK CORP PAYMENT SYS	Supplies for Parent's Night Ou	73.41
	00189628	US BANK CORP PAYMENT SYS	Parent's Night Out.	73.20
	00189628	US BANK CORP PAYMENT SYS	Supplies for "Let's Go Fishing	52.00
	00189628	US BANK CORP PAYMENT SYS	Parent's Night Out.	26.02
	00189628	US BANK CORP PAYMENT SYS	Supplies for "Let's Go Fishing	25.39
	00189628	US BANK CORP PAYMENT SYS	Renewable Energy tour.	21.39
	00189628	US BANK CORP PAYMENT SYS	Parent's Night Out.	7.68
	00189628	US BANK CORP PAYMENT SYS	Supplies for Parent's Night Ou	6.57
<i>Org Key: PR2108 - Health and Fitness</i>				
P0096873	00189572	CHRISTIANSEN, ANNE	Instructor Payments - Course #	390.60
P0096888	00189592	GRAY, KATY S.	Instructor fees - course #1752	128.80
	00189628	US BANK CORP PAYMENT SYS	FOSTER GOLF LINKS	19.00
<i>Org Key: PR3500 - Senior Services</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	SP * MI FAMILY KITCHEN	408.00
	00189628	US BANK CORP PAYMENT SYS	IBC*NUWAVEOVEN.COM	287.39
	00189628	US BANK CORP PAYMENT SYS	SP * MI FAMILY KITCHEN	255.00
	00189628	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	245.59
	00189628	US BANK CORP PAYMENT SYS	FUN EXPRESS	165.50
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	129.82
	00189628	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	99.88
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	95.56
	00189628	US BANK CORP PAYMENT SYS	SP * MI FAMILY KITCHEN	93.50
	00189628	US BANK CORP PAYMENT SYS	ISLAND CRUST CAFE - SE 24	87.68
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	68.98
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	65.07
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	64.78
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	63.47
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	62.95
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0008	51.96
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.33
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	32.27
	00189628	US BANK CORP PAYMENT SYS	TUESDAY MORNING #1163	31.70
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	31.33
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	29.65
	00189628	US BANK CORP PAYMENT SYS	DOLLARTREE	26.55
	00189628	US BANK CORP PAYMENT SYS	WALGREENS #3733	23.09
	00189628	US BANK CORP PAYMENT SYS	TUESDAY MORNING #1163	20.92
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	15.98
	00189628	US BANK CORP PAYMENT SYS	SAFEWAY STORE00005264	15.36
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	11.07
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	10.66
	00189628	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	8.98
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	2.61
<b>Org Key: PR4100 - Community Center</b>				
P0096795	00189509	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE	2,426.58
P0096826	00189512	MORRIS-HANSEN ENT INC	WINDOW WASHING & GUTTER	1,378.00
	00189628	US BANK CORP PAYMENT SYS	FASTSIGNS 106	1,069.20
P0096932	00189583	DUNBAR ARMORED	OCT17 Armored Car Services	557.79
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	527.84
	00189628	US BANK CORP PAYMENT SYS	VISTAPR*VISTAPRINT.COM	460.56
	00189628	US BANK CORP PAYMENT SYS	YELPINC*BIZSERVICES	350.00
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	223.67
P0096770	00189598	LEGEND DATA SYSTEMS INC	2 Ribbons for card printer - J	223.30
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	197.36
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	159.46
P0096771	00189511	MORGAN SOUND INC	service call 8/23/17. Issue wi	140.25
	00189628	US BANK CORP PAYMENT SYS	MOS PIZZA - WA	137.04
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	118.08
	00189628	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105517	116.63
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	96.72
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	83.80
	00189628	US BANK CORP PAYMENT SYS	BIG 5 SPORTING GOODS 084	76.99
	00189628	US BANK CORP PAYMENT SYS	KEPPLER AND RECYCLING	59.73



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	51.74
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	49.49
	00189628	US BANK CORP PAYMENT SYS	TARGET 00006270	42.90
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	42.44
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	39.99
	00189628	US BANK CORP PAYMENT SYS	WAL-MART #5939	39.18
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	34.79
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	33.42
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	29.01
	00189628	US BANK CORP PAYMENT SYS	TRADER JOE'S #129 QPS	24.24
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	21.42
	00189628	US BANK CORP PAYMENT SYS	DOLLAR TREE	19.80
	00189628	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	19.00
	00189628	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	18.00
	00189628	US BANK CORP PAYMENT SYS	NEW SEASONS MARKET	11.97
	00189628	US BANK CORP PAYMENT SYS	MERCER ISLAND TRUE VALUE	5.49
	00189628	US BANK CORP PAYMENT SYS	DISCOUNTMUGS.COM	-136.00
	00189628	US BANK CORP PAYMENT SYS	VISTAPR*VISTAPRINT.COM	-460.56
<b>Org Key: PR5400 - Gallery Program</b>				
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	36.79
<b>Org Key: PR5600 - Cultural &amp; Performing Arts</b>				
	00189628	US BANK CORP PAYMENT SYS	WWW.PACCARPARTSASSET.COM	404.80
<b>Org Key: PR5900 - Summer Celebration</b>				
	00189628	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	12.00
	00189628	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	8.00
<b>Org Key: PR6100 - Park Maintenance</b>				
P94317	00189518	REPUBLIC SERVICES #172	PARKS DISPOSAL	10,836.30
	00189628	US BANK CORP PAYMENT SYS	Pesticide recert	360.00
P0096882	00189570	CESSCO	SHARPEN MOWER BLADES	251.74
P94425	00189579	CRYSTAL AND SIERRA SPRINGS	INV 14555831-100717 2017 ANNUA	201.86
	00189628	US BANK CORP PAYMENT SYS	Ladder welding	91.55
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.00
P0096763	00189498	HOME DEPOT CREDIT SERVICE	REBAR	23.56
<b>Org Key: PR6200 - Athletic Field Maintenance</b>				
P0096802	00189591	GRAINGER	18V HAMMER DRILL (MAKITA)	171.27
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	90.95
P0096780	00189591	GRAINGER	CABLE TIES	60.46
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.00
<b>Org Key: PR6500 - Luther Burbank Park Maint.</b>				
P0096850	00189509	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE FOR SEPT 20	2,148.09
	00189568	CENTURYLINK	PHONE USEAGE OCT 2017	264.04
P0096800	00189512	MORRIS-HANSEN ENT INC	CLEAN CARETAKER HOUSE WINDOWS	124.00
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.00
<b>Org Key: PR6600 - Park Maint-School Related</b>				
P0096802	00189591	GRAINGER	18V HAMMER DRILL (MAKITA)	171.27
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P94317	00189518	REPUBLIC SERVICES #172	2017 PARKS DISPOSAL/RECYCLING	2,277.00
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	40.00
<i>Org Key: PR6800 - Trails Maintenance</i>				
	00189628	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	81.11
	00189628	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	-64.86
<i>Org Key: VCP426 - CIP Sewer Salaries</i>				
	00189608	TONELLA-HOWE, ANNE	CONFERENCE EXPENSES	22.45
<i>Org Key: WD320R - Storm Emergency Repairs</i>				
P0096784	00189594	H D FOWLER	18" ADS 1867RC MARMAC WRAP ARO	343.20
<i>Org Key: WD531C - Sub Basin 27a</i>				
P0095904	00189593	GREEN EARTHWORKS CONST INC	SUB BASIN 27A.9 PHASE II	103,849.03
<i>Org Key: WG101S - EOC Dedicated Space</i>				
P92632	00189605	NORTHERN PACIFIC CONSTRUCTION	ELECTRICAL CHANGE ORDER	8,952.33
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P0096798	00189513	PACIFIC AIR CONTROL INC	BOILER PUMP REPAIR	2,399.56
	00189628	US BANK CORP PAYMENT SYS	FARWEST GOLF CARS OF WA	959.40
	00189628	US BANK CORP PAYMENT SYS	FARWEST GOLF CARS OF WA	329.70
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
P94483	00189536	KIA MOTORS FINANCE	DSG 2016 KIA SOUL LEASE	211.36
<i>Org Key: WP115S - ICP South Synthetic Field</i>				
P0095836	00189597	KCDA PURCHASING COOPERATIVE	ISLAND CREST PARK BASEBALL NOR	473,866.12
<i>Org Key: WP122R - Vegetation Management</i>				
	00189628	US BANK CORP PAYMENT SYS	INTL SOC ARBORICULTURE	185.00
	00189628	US BANK CORP PAYMENT SYS	SOCIETY FOR ECOLOGICAL RE	65.00
<i>Org Key: WP720R - Recurring Park Projects</i>				
P0096825	00189564	CALPORTLAND COMPANY	#4 X DUST (31.91 TONS)	861.73
P0096899	00189567	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (25 YDS)	646.25
P0096902	00189567	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (25 YDS)	646.25
<i>Org Key: WR101R - Residential Street Improvement</i>				
P0096835	00189560	BENJAMIN ASPHALT INC	INVOICE 1017-05 85th Ave Overl	2,750.00
<i>Org Key: WR103F - Emer Repair - Freeman Landing</i>				
P0096152	00189562	BLUELINE GROUP	INV 13997 FREEMAN AVE ROADWAY	7,620.00
<i>Org Key: WR111R - Pavement Markings</i>				
P0095418	00189558	APPLY A LINE INC	PAVEMENT MARKING INSTALLATION	14,152.32
<i>Org Key: WS101U - Backyard Sewer System Impvt</i>				
P0096341	00189573	CHS ENGINEERING INC	81st Ave SE Backyard Side Sewe	8,335.38
<i>Org Key: WS103P - Sewer 20 yr CIP Plan</i>				
P86399	00189565	CAROLLO ENGINEERS INC	GENERAL SEWER PLAN UPDATE	787.50

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WS512R - Sewer Repair at Sub-Basin 27</i>				
P0095904	00189593	GREEN EARTHWORKS CONST INC	SUB BASIN 27A.9 PHASE II	12,612.82
<i>Org Key: WS713T - SCADA System Upgrade</i>				
P0095668	00189563	BROWN AND CALDWELL CONSULTANTS	INV 1429987 2017 SCADA MASTER	14,513.99
P0096746	00189582	DELL MARKETING L.P.	WinCC SCADA Workstation	5,712.69
<i>Org Key: WS901D - Sewer Sys Pump Sta Repairs</i>				
P0095489	00189573	CHS ENGINEERING INC	INV 801703-1709 PS 18 EQUIPMEN	11,719.62
<i>Org Key: WW523R- EMW 5400-6000 Block Watermain</i>				
P91940	00189562	BLUELINE GROUP	EMW 5400 - 6000 BLK WATER SYST	2,984.00
<i>Org Key: WW717R- Main SE 22nd Street</i>				
P0095975	00189562	BLUELINE GROUP	INV 14027 SE 22ND ST SE 22ND	12,342.50
<i>Org Key: XG118T - Maintenance Mgmt System</i>				
	00189628	US BANK CORP PAYMENT SYS	Operating Supplies	182.22
	00189628	US BANK CORP PAYMENT SYS	Operating Supplies	35.09
	00189628	US BANK CORP PAYMENT SYS	QFC #5819	19.98
<i>Org Key: YF0000 - Youth &amp; Family Services Rev</i>				
	00189595	HOLM, CAROLYN	REFUND FOR CLOSED CASE	83.00
<i>Org Key: YF1100 - YFS General Services</i>				
P0096786	00189503	KENT FINANCE, CITY OF	sharelapp invoice (annual fee)	500.00
	00189628	US BANK CORP PAYMENT SYS	ARTWITHHEART.ORG	327.35
P0096932	00189583	DUNBAR ARMORED	OCT17 Armored Car Services	265.15
	00189628	US BANK CORP PAYMENT SYS	WA DEPARTMENT OF HEALTH	142.00
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	135.14
	00189628	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	125.73
	00189628	US BANK CORP PAYMENT SYS	FACEBK MHZRYCSG42	120.58
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	109.64
	00189628	US BANK CORP PAYMENT SYS	TME*SUBSCRIBER SERVICE	106.92
	00189628	US BANK CORP PAYMENT SYS	EINSTEIN BROS-ONLINE CAT	84.96
	00189628	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	84.67
	00189628	US BANK CORP PAYMENT SYS	EINSTEIN BROS-ONLINE CAT	45.62
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	39.09
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	38.98
P93530	00189508	MI HARDWARE - YFS	Operating supplies for Tshop a	23.18
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	22.77
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	17.55
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	15.74
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00189628	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	10.00
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	8.96
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	7.47
<i>Org Key: YF1200 - Thrift Shop</i>				
P0096850	00189509	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE FOR SEPT 20	1,940.65
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	899.98
	00189628	US BANK CORP PAYMENT SYS	COSTCO *BUS DELIV 115	830.28
P0096932	00189583	DUNBAR ARMORED	OCT17 Armored Car Services	551.04

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00189628	US BANK CORP PAYMENT SYS	FEDEXOFFICE 00051359	241.99
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	199.86
	00189628	US BANK CORP PAYMENT SYS	BROOKLYN BATTERY WORKS	99.96
	00189628	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	60.93
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	29.98
	00189628	US BANK CORP PAYMENT SYS	MOOD PANDORA	29.51
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	27.45
	00189628	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	11.98
	00189628	US BANK CORP PAYMENT SYS	AMAZON.COM	7.38
<b>Org Key: YF2100 - School/City Partnership</b>				
	00189628	US BANK CORP PAYMENT SYS	PESI	299.98
	00189628	US BANK CORP PAYMENT SYS	PESI INC	199.98
	00189628	US BANK CORP PAYMENT SYS	PESI INC	127.50
	00189628	US BANK CORP PAYMENT SYS	PESI	79.99
	00189628	US BANK CORP PAYMENT SYS	NFG*ERIKAS LIGHTHOUSE A	10.30
<b>Org Key: YF2300 - VOICE Program</b>				
	00189628	US BANK CORP PAYMENT SYS	OFFICEMAX/OFFICEDEPOT #63	81.25
<b>Org Key: YF2500 - Family Counseling</b>				
	00189628	US BANK CORP PAYMENT SYS	PESI	199.99
	00189628	US BANK CORP PAYMENT SYS	ACT*CASCADIA TRAINING	159.00
	00189628	US BANK CORP PAYMENT SYS	PESI INC	99.99
	00189628	US BANK CORP PAYMENT SYS	PESI INC	99.99
<b>Org Key: YF2600 - Family Assistance</b>				
P93576	00189584	EMMANUEL DAY SCHOOL	Preschool scholarships for EA	509.60
	00189628	US BANK CORP PAYMENT SYS	QFC #5839	104.00
	00189628	US BANK CORP PAYMENT SYS	ACT OLYMPICCASCADEAQUA	70.00
P93578	00189514	PUGET SOUND ENERGY	Utility Assistance for Emerenc	43.05
	00189628	US BANK CORP PAYMENT SYS	AU COURANT HAIR DESIGN	33.00
P93578	00189515	PUGET SOUND ENERGY	Utility Assistance for Emerenc	25.30
<b>Org Key: YF2800 - Fed Drug Free Communities Gran</b>				
	00189628	US BANK CORP PAYMENT SYS	Department monthly newsletters	75.91
	00189628	US BANK CORP PAYMENT SYS	Thrift Shop FB Ad boost	49.80
	00189628	US BANK CORP PAYMENT SYS	EIG*HOMESTEAD	21.99
Total				942,018.77



## CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING	10.6.17
PAYROLL DATED	10.13.17
Net Cash	\$ 515,233.62
Net Voids/Manuals	\$ 60,922.14
<b>Net Total</b>	<b>\$ 576,155.76</b>
Federal Tax Deposit - Key Bank	\$ 105,258.08
Social Security and Medicare Taxes	\$ 48,034.11
Medicare Taxes Only (Fire Fighter Employees)	\$ 2,296.88
Public Employees Retirement System 1 (PERS 1)	\$ -
Public Employees Retirement System 2 (PERS 2)	\$ 29,294.60
Public Employees Retirement System 3 (PERS 3)	\$ 6,514.08
Public Employees Retirement System (PERSJM)	\$ 742.87
Public Safety Employees Retirement System (PSERS)	\$ 183.26
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$ 26,580.12
Regence & LEOFF Trust - Medical Insurance	\$ 14,247.42
Domestic Partner/Overage Dependant - Insurance	\$ 1,604.33
Group Health Medical Insurance	\$ 1,127.67
Health Care - Flexible Spending Accounts	\$ 2,681.84
Dependent Care - Flexible Spending Accounts	\$ 2,359.17
United Way	\$ 220.00
ICMA Deferred Compensation	\$ 33,862.06
Fire 457 Nationwide	\$ 7,163.26
Roth - ICMA	\$ 50.00
Roth - Nationwide	\$ 620.00
401K Deferred Comp	\$ -
Garnishments (Chapter 13)	\$ 1,331.00
Child Support	\$ 1,246.13
Mercer Island Employee Association	\$ 150.00
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	\$ 754.50
AFLAC - Supplemental Insurance Plans	\$ 848.93
Coffee Fund	\$ 96.00
Transportation	\$ 105.00
HRA - VEBA	\$ 4,356.25
Miscellaneous	
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$ 293,752.90</b>
<b>TOTAL GROSS PAYROLL</b>	<b>\$ 869,908.66</b>

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

*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 OF MERCER ISLAND CERTIFICATION OF PAYROLL

**PAYROLL PERIOD ENDING** 10.20.17  
**PAYROLL DATED** 10.27.17

Net Cash	\$	495,610.39
Net Voids/Manuals	\$	15,341.12
<b>Net Total</b>	<b>\$</b>	<b>510,951.51</b>
Federal Tax Deposit - Key Bank	\$	97,837.84
Social Security and Medicare Taxes	\$	41,412.10
Medicare Taxes Only (Fire Fighter Employees)	\$	2,208.05
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	27,744.35
Public Employees Retirement System 3 (PERS 3)	\$	5,898.96
Public Employees Retirement System (PERSJM)	\$	742.87
Public Safety Employees Retirement System (PSERS)	\$	183.26
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	27,865.26
Regence & LEOFF Trust - Medical Insurance	\$	13,992.90
Domestic Partner/Overage Dependant - Insurance	\$	1,604.33
Group Health Medical Insurance	\$	1,127.67
Health Care - Flexible Spending Accounts	\$	2,720.30
Dependent Care - Flexible Spending Accounts	\$	2,359.17
United Way	\$	220.00
ICMA Deferred Compensation	\$	39,524.40
Fire 457 Nationwide	\$	7,197.86
Roth - ICMA	\$	50.00
Roth - Nationwide	\$	419.67
401K Deferred Comp	\$	-
Garnishments (Chapter 13)	\$	1,331.00
Child Support	\$	1,003.83
Mercer Island Employee Association	\$	150.00
Cities & Towns/AFSCME Union Dues	\$	2,651.67
Police Union Dues	\$	2,211.13
Fire Union Dues	\$	1,870.34
Fire Union - Supplemental Dues	\$	161.00
Standard - Supplemental Life Insurance	\$	335.50
Unum - Long Term Care Insurance	\$	754.50
AFLAC - Supplemental Insurance Plans	\$	848.93
Coffee Fund	\$	96.00
Transportation	\$	105.00
HRA - VEBA	\$	4,549.17
Miscellaneous	\$	-
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>289,177.06</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 800,128.57</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

*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 OCTOBER 3, 2017

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## CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 5:01 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Dan Grausz, Salim Nice, David Wisenteiner (arrived 5:24 pm), and Benson Wong were present. Councilmember Wendy Weiker was absent.

## AGENDA APPROVAL

It was moved by Wong; seconded by Nice to:

**Approve the Agenda as presented.**

Passed 5-0

FOR: 5 (Bassett, Bertlin, Grausz, Nice, Wong)

ABSENT: 2 (Weiker, Wisenteiner)

## EXECUTIVE SESSION

### **Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for one hour.**

At 5:03 pm, Mayor Bassett convened an Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for one hour.

At 6:05 pm, Mayor Bassett adjourned the Executive Session.

### **Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(l) for one hour.**

At 6:05 pm, Mayor Bassett convened an Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(l) for one hour.

At 7:00 pm, Mayor Bassett extended the Executive Session for 10 minutes.

At 7:11 pm, Mayor Bassett adjourned the Executive Session and the Regular Meeting resumed.

## SPECIAL BUSINESS

### **Domestic Violence Action Month Proclamation**

Mayor Bassett proclaimed October 2017 as Domestic Violence Action Month. The Mayor asked citizens to speak out against domestic violence and support efforts to prevent and end domestic abuse and the indifference that sustains it.

### **AB 5347 King County Human Services/Veteran's Levy Presentation**

Assistant City Manager Kirsten Taylor introduced Mr. Leo Flor, King County Veterans Human Services Levy Manager. Mr. Flor summarized the current Veterans and Human Services Levy which was renewed in 2011 at the rate of \$0.05 per \$1,000 of assessed value. The Levy is used to fund programs like the mobile medical van which

goes around the community to treat homeless adults and families to prevent unneeded ER visits. The Levy also supports programs such as mental health treatment for veterans and mothers receiving WIC benefits through the County. He noted that the proposed increase would raise the rate to \$0.10 per \$1,000 of assessed value, and those additional funds would allow a third category of vulnerable seniors to be added to the populations served by Levy funded programs.

## **CITY MANAGER REPORT**

City Manager Julie Underwood reported on the following:

- Sound Transit I-90 Settlement agreement tentatively scheduled for Council approval on October 17, 2017.
- First/Last Mile solutions Study Session tentatively scheduled for November 7 Council meeting.
- Traffic Mitigation Community Meeting planned for late November/early December.
- Community Center Drainage & Asphalt Repair Project is complete.
- Community Center full day closure on Monday, October 9, 2017 to allow for staff training on new registration system that is planned to roll out in January, 2018.
- City Financial Challenges presentation planned for Chamber's Membership Luncheon on Wednesday, October 11 from 12-1pm at MICEC.
- The City's first Telephone Town Hall to learn more about the City's Financial Challenges will be held on Wednesday, October 11, 2017 from 7-8pm
- 2017 Fall Recycling Event is planned for Saturday, October 21, 2017 from 9am-3pm at Mercer Island Boat Launch.
- Free Medication Take-Back Event scheduled for Saturday, October 28 from 10am-2pm at City Hall.

## **APPEARANCES**

Carol Friends, 3260 80th Ave SE, thanked the Council for their service. She commended City staff for running the City smoothly.

Bob Medved, 7238 SE 32nd Street, asked Council and staff to review WAC 365.196.210 and consider adopting an ordinance that simply states the City accepts the definitions provided in the WAC. He also asked the Council to look at Transportation Concurrency Ordinances from the cities of Bellingham and Kirkland for samples of plans already in place.

## **CONSENT CALENDAR**

### **Payables: \$905,641.89 (09/14/2017) & \$576,040.73 (09/28/2017)**

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

### **Payroll: \$801,475.47 (09/15/2017) & \$798,217.55 (09/29/2017)**

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

### **Minutes: September 19, 2017 Regular Meeting Minutes**

**Recommendation:** Adopt the September 19, 2017 Regular Meeting Minutes as written.

It was moved by Bertlin; seconded by Wong to:

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

Passed 6-0

FOR: 6 (Bassett, Bertlin, Grausz, Nice, Wisenteiner, Wong)

ABSENT: 1 (Weiker)



## REGULAR BUSINESS

### AB 5336 Transportation Concurrency Code Amendment (1st Reading)

Development Services Group Director Scott Greenberg presented a brief review of the local government transportation concurrency plan requirements in the Growth Management Act. He reviewed the four elements of the proposed concurrency program: Applicability, Concurrency Test, Concurrency Acceptance Letter, and Certificate of Concurrency.

Council provided direction for staff to report back with more detailed information on how changes in the Town Center and I-90 corridor are impacting traffic patterns on the Island. Council requested staff return with a plan for how the timeline of impact fees being paid and transportation concurrency mitigation being carried out will relate.

Council provided direction to staff to reword language in 19.20.020B to remove "any intersection" and replace with "any intersection of two arterials during peak hours." Depending on the amount of study that needs to be conducted, this issue may be tied into the Transportation Improvement Plan discussion in spring 2018.

### AB 5330 Essential Public Facilities Code Amendment (1st Reading)

Development Services Group Director Scott Greenberg provided a short presentation on siting of essential public facilities requirements under the Growth Management Act. He reviewed the following proposed code amendment requirements:

- Pre-application meeting including public participation plan
- Conditional use permit which must document: facility need, consistency with sponsor's long range plan and Comprehensive Plan
- Minimum siting requirements
- Investigation of alternative sites
- Proposed impact mitigation
- May require design review if not located on City property
- May require independent consultant review

Council consensus to exempt the City and School District from siting requirements and change the working project sponsor to applicant for consistency.

It was moved by Wisenteiner; seconded by Grausz to:

**Set Ordinance No. 17C-20 for second reading and adoption on October 17, 2017 as amended.**

Passed 6-0

FOR: 6 (Bassett, Bertlin, Grausz, Nice, Wisenteiner, Wong)

ABSENT: 1 (Weiker)

## OTHER BUSINESS

### Councilmember Absences

Councilmember Weiker was excused.

### Planning Schedule

City Manager Underwood noted the following changes to the Planning Schedule:

- Addition of an Executive Session on October 17, 2017 at 6 pm.
- Remove the second reading of the Transportation Concurrency Ordinance from the October 17, 2017 meeting and reschedule for a later date.
- Sound Transit Settlement Agreement tentatively planned to be added to October 17, 2017 meeting.
- Joint Meeting with MISD on October 26, 2017 at 5 pm.
- Mayor Bassett will be absent from October 17 & 26 meetings.

### Board Appointments

It was moved by Bertlin; seconded by Nice to:

**Confirm the appointment June Silverberg to Arts Council Position 2 (expiring 5/31/2019).**

Passed 6-0

FOR: 6 (Bassett, Bertlin, Grausz, Nice, Wisenteiner, Wong)  
ABSENT: 1 (Weiker)

**Councilmember Reports**

Councilmember Wisenteiner reported on the swim across America fundraiser. He commended Mercer Island Police Department and Parks and Recreation Department for their efforts during the event.

Councilmember Grausz attended JARC resources committee, proposing to sound cities that the committee be reformulated or abolished because in 2 years it has accomplished nothing.

Deputy Mayor Bertlin thanked Suzanne Skone for the invitation to the Forterra meeting on the future of driverless cars. Deputy Mayor Bertlin, along with Councilmember Wong and City Manager Underwood attended the presentation. She noted that Mercer Island Community Center hosted a meeting for the Regional Affordable Housing task force on September 22, 2017.

Councilmember Wong attended Community Services Board orientation. There is a community engagement forum planned for later in the year.

**ADJOURNMENT**

The Regular Meeting adjourned at 9:35 pm.

Attest:

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Bruce Bassett, Mayor

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Ellie Hooman, Deputy City Clerk



# CITY COUNCIL MINUTES

## REGULAR MEETING

### OCTOBER 17, 2017

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#### CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 6:00 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Deputy Mayor Debbie Bertlin and Councilmembers Dan Grausz, Salim Nice, Wendy Weiker, David Wisenteiner, and Benson Wong were present. Mayor Bruce Bassett was absent.

#### AGENDA APPROVAL

It was moved by Wong; seconded by Weiker to:

**Adopt the agenda as presented.**

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

#### EXECUTIVE SESSION

**Executive Session to discuss (with legal Counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for one hour.**

At 6:00 pm, Deputy Mayor Bertlin convened an Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for one hour.

At 6:55 pm, Deputy Mayor Bertlin adjourned the Executive Session. After a five minute break, the Regular Meeting reconvened.

#### SPECIAL BUSINESS

##### **Mercer Island Fire Department Citizen Recognition**

Fire Chief Steve Heitman recognized Dr. Michael Brooks, a psychiatrist, who in June 2017, performed the Heimlich maneuver on a 4-year-old boy who was choking on a carrot. He stated that although 911 had been called, and the Mercer Island Fire Department (MIFD) was responding, Dr. Brook's immediate action saved the life of this child. On behalf of the MIFD and the City of Mercer Island, Chief Heitman presented an award of appreciation to Dr. Michael Brooks, for being a hero and saving a life.

#### CITY MANAGER REPORT

City Manager Julie Underwood presented information on the following topics:

- Seeking Financial Challenges Community Advisory Group volunteers, deadline is Oct 27
- Telephone Town Hall recap and polling results
- MICA postponement of Zoning Text Amendment to work with City on identifying alternative locations
- Fall Recycling Event on Saturday, October 21
- Medicine Take Back Day on Saturday, October 28
- New Recycling Bins in Town Center
- City has had a clean audit for 22 years in a row!
- Emergency Preparedness for North End Businesses on Wednesday, October 18

## APPEARANCES

Sue Stewart, 3205 84<sup>th</sup> Ave SE, spoke in support of the staff recommendation in AB 5352 to change the land use designation of the West Hill of Luther Burbank Park (Kite Hill) from "Public Facility" to "Park."

Leon Cohen, 9219 SE 33rd Pl, spoke in support of the staff recommendation in AB5352 to change the land use designation from "Linear Park (I-90)" to "Town Center" for a portion of the City-controlled property located on the southwest corner of 24<sup>th</sup> and 76<sup>th</sup>. He noted several more productive uses this property could have if the change is approved.

Ira Appelman, 9039 E. Shorewood Dr, spoke in support of the staff recommendation in AB5352 to change the land use designation from "Linear Park (I-90)" to "Town Center" for a portion of the City-controlled property located on the southwest corner of 24<sup>th</sup> and 76. He noted that using the City-controlled portion of the strip as a park would present a danger to children due to the presence of traffic. He spoke in opposition to Sound Transit Settlement Agreement.

Al Lippert, 4052 94th Ave SE, read a statement from Lisa Odegard questioning whether it is wise for the City to lease space to MICA for \$1.

Robin Russell, 7549 SE 29th Street, thanked City Manager and Council for pausing the MICA zoning code text amendment. She asked that citizens be included in conversations between the City and MICA to promote transparency and inclusiveness.

Jason Rogers, 2283 78th Ave SE, spoke in opposition of bus turnarounds which were added back into the Sound Transit Settlement Agreement. He expressed traffic safety concerns for the neighborhood and regret that the space needed to create these turnarounds may require the loss of two homes.

Gary Robinson, 6026 East Mercer Way, asked the Council to consider adding Mercerdale Park to the Open Space Conservancy Trust to protect it from any future plans to develop any portion of the park.

Erica Franklin, 2283 78th Ave SE, read statement from Michelle Goldberg in opposition of bus turnarounds which were added back into the Sound Transit Settlement Agreement. She noted that if the roundabout could be located further south towards the Light Rail station it could prevent the loss of the two neighborhood homes.

## CONSENT CALENDAR

### **Payables: \$819,665.83 (10/05/2017) & \$1,235,523.49 (10/12/2017)**

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

### **AB 5350 Freeman Avenue Roadway Repair Contract Award**

**Recommendation:** Award the Freeman Avenue Roadway Reconstruction project to NPM Construction Company, in the amount of \$178,408, set the project construction budget at \$236,953, and direct the City Manager to execute the construction contract.

### **AB 5351 Madrona Crest West Project Close-Out**

**Recommendation:** Accept the completed Madrona Crest West project and authorize staff to close out the contract.

It was moved by Weiker; seconded by Wong to:

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

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

## REGULAR BUSINESS

### AB 5348 Code Amendment to Prohibit Animals on Synthetic Turf Fields (1st Reading)

Parks Superintendent Paul West presented an ordinance to add “turf fields” as an unlawful place for a domestic animal, with the exception of cats or service animals, to enter or remain upon. He spoke about sanitation and public health concerns with allowing animals on synthetic turf.

Councilmember Wong asked about the public signage that will be at the field. Parks Superintendent West advised that a sign noticing the Ordinance would be added to Island Crest Park and that other turf fields used by the City are on School District property and already have signs prohibiting animals on school property.

It was moved by Wisenteiner; seconded by Weiker to:

**Suspend City Council Rules of Procedure 6.3 requiring a second reading of an ordinance.**

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

It was moved by Wisenteiner; seconded by Nice to:

**Adopt Ordinance No. 17C-25 amending chapter 7.04 of the Mercer Island City Code to add “turf fields” as an unlawful place for a domestic animal, with the exception of cats or service animals, to enter or remain upon as amended.**

It was moved by Wong; seconded by Wisenteiner to:

**Amend the previous motion as follows:**

**Amend the 3rd Whereas to read: “WHEREAS, in addition to cats, the exception should include service animals that are trained for the purpose of assisting or accommodating a person with a sensory, mental, or physical disability; and”**

Motion to Amend Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

Amended Motion Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

### AB 5349 Essential Public Facilities Code Amendment (2nd Reading and Adoption)

Planning Manager Evan Maxim presented Ordinance No 17C-20 for amending Chapters 19.06 and 19.16 of the Mercer Island City Code to provide for and regulate the siting of essential public facilities as required by the Growth Management Act. He noted the following changes that were made between first and second reading:

1. City projects have been excluded from the definition of essential public facilities, except for specific uses that are listed as essential public facilities in RCW 36.70A.200 and WAC 365-196-550.
2. “Project sponsor” and “sponsor” have been changed to “applicant” for consistency throughout the ordinance.

It was moved by Nice; seconded by Wisenteiner to:

**Adopt Ordinance No. 17C-20, amending Chapters 19.06 and 19.16 of the Mercer Island City Code to provide for and regulate the siting of essential public facilities as required by the Growth Management Act.**

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

### AB 5352 2017 Comprehensive Plan Amendments & Accompanying Zoning Code Amendments (1st Reading)

Planning Manager Evan Maxim presented the proposed 2017 Comprehensive Plan amendments, which include the following items:

- The proposed amendments to the text of the Comprehensive Plan include:

- A) An update to the “Introduction” to update language regarding the Comprehensive Plan amendment process;
  - B) Delete Appendix B, which contained redundant and out of date language; and
  - C) Adopt a new policy supporting a trail from the south end of Luther Burbank park to the I-90 Lid Connector trail.
- The proposed land use map amendments include:
    - A) A change to the land use designation from “Public Facility” to “Park” for a portion of property located to the west of the Mercer Island Community and Event Center known as Kite Hill; and,
    - B) The proposed Cohen amendment to change the land use designation from “Linear Park (I-90)” to “Town Center” for a portion of City-controlled property located on the southwest corner of the intersection of 76<sup>th</sup> Avenue SE and SE 24<sup>th</sup> Street.

He also presented the request to rezone the City-controlled property located on the southwest corner of the intersection of 76th Avenue SE and SE 24th Street from “P - Public Institution” to “TC – Town Center” and update related maps and figures within Chapter 19.11 MICC, as a part of the proposed Cohen amendment to the land use map in the Comprehensive Plan.

Council directed the City Attorney to research and, if necessary, amend the ordinance to address legal requirements for providing park space along I-90. The Council in particular considered language noting that the changes to the land use designation from “Public Facility” to “Park” for the area known as Kite Hill (located to the west of the Mercer Island Community and Event Center) will result in more “Park” designated land area than the area that would be amended by the designation of the city owned property from “Linear Park (I-90)” to “Town Center”.

It was moved by Weiker; seconded by Wisenteiner to:

**Set Ordinance Nos. 17-23 and 17C-24 for second reading and adoption on December 5, 2017.**

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

#### **AB 5346 Approval of City of Mercer Island and Sound Transit Settlement Agreement**

City Manager Julie Underwood and City Attorney Kari Sand presented the final Settlement Agreement with Sound Transit as mitigation for the East Link Project for City Council approval. City Manager Underwood noted that the terms of the Settlement Agreement were given tentative approval by the City Council in May 2017 and by the Sound Transit Board in June 2017.

City Attorney Kari Sand spoke about the following terms of the Agreement:

- Traffic/Safety Enhancements & Bike/Ped Impacts
- Last Mile Pilot Projects
- Bus/Rail Integration – 77th Ave SE configuration secured
- Access to Transit - Short-term and Long-term Parking
- I-90 Emergency Response
- Aubrey Davis Park
- Mitigation package valued at a total of up to \$10,050,00
- The Agreement is not indefinite; invoices must be submitted to Sound Transit by December 31, 2025 to be eligible for reimbursement or else forfeited.

Deputy Mayor Bertlin thanked the following people for their support and guidance through the negotiations over the past few years: Mayor Bruce Bassett, former Councilmember Jeff Sanderson, former interim City Managers Pam Bissonnette and Steve Lancaster, the City’s lobbyist Tony Williams and his team, the City’s outside legal counsel at Harrigan Leyh, US Representative Adam Smith, WA State Representatives Judy Clibborn and Tana Senn, and King County Councilmember Claudia Balducci. She also recognized City staff for their work and contribution through the negotiations and to the final Settlement Agreement.

It was moved by Weiker; seconded by Wisenteiner to:

**Adopt Resolution No. 1533, authorizing the City Manager to execute the “Settlement Agreement between the City of Mercer Island and the Central Puget Sound Regional Transit Authority (Sound Transit) for the East Link Project,” in substantially the form attached as Exhibit A to Resolution No.**

**1533.**

Passed 6-0

FOR: 6 (Bertlin, Grausz, Nice, Weiker, Wisenteiner, Wong)

ABSENT: 1 (Bassett)

## **OTHER BUSINESS**

### **Councilmember Absences**

Mayor Bruce Bassett's absence was excused.

Councilmember Wisenteiner will be absent November 21.

### **Planning Schedule**

City Manager Underwood noted the following highlights and changes to the Planning Schedule:

- Joint Meeting with MISD on October 26, 2017 at 5:00 PM
- Cancel November 7, 2017 meeting date and reschedule for November 6, 2017
- Add an Executive Session to November 6, 2017 from 5-7:00 PM
- Special Meeting on November 28, 2017 discussing legislative priorities

### **Board Appointments**

There were no appointments.

### **Councilmember Reports**

Councilmember Wisenteiner attended Utility Board meeting. He noted that discussion took place on the need to increase rates to pay for updating the SCADA system.

Councilmember Wong attended forum with Puget Sound Regional Council discussing transportation oriented development. He also attended City Financial Challenges presentation at Mercer Island Chamber of Commerce meeting, as well as an Islander Middle school welcoming event for new families.

Deputy Mayor Bertlin attended the Eastside Transit Partnership meeting. She noted that the Council will be renewing the interlocal agreement. She noted that transportation 2040 through MSRC is planned to open for public comment in December.

## **ADJOURNMENT**

The Regular meeting adjourned at 8:55 pm.

Attest:

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Debbie Bertlin, Deputy Mayor

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Allison Spietz, City Clerk



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

**AB 5354  
November 6, 2017  
Consent Calendar**

**EAST LINK LIGHT RAIL SEISMIC  
RETROFITTING AND CONSTRUCTION  
STAGING AT THE MERCER ISLAND BOAT  
LAUNCH FOR THE I-90 EAST CHANNEL  
BRIDGE**

**Proposed Council Action:**

Motion to authorize the City Manager to execute an airspace lease amendment with WSDOT and a sublease with Sound Transit for construction staging at the Mercer Island Boat Launch to perform seismic retrofitting of the I-90 East Channel Bridge for Sound Transit's East Link Light Rail Project.

<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	<ol style="list-style-type: none"> <li>1. Amendment Number 1 to Airspace Lease with WSDOT</li> <li>2. Mercer Island Boat Launch Sublease Agreement with Sound Transit and Exhibits A through C thereto</li> </ol>
<b>2017-2018 CITY COUNCIL GOAL</b>	1. I-90 Access and Mobility/Prepare for Light Rail
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

**BACKGROUND**

Sound Transit's East Link Light Rail Project requires seismic retrofitting of the I-90 East Channel Bridge. The construction staging for this work will take place on part of the Mercer Island Boat Launch property. To allow this work to proceed, two lease agreements are needed. First, the current Airspace Lease between the City and WSDOT, which commenced on March 11, 1994, must be amended to suspend its 40-year term for the length of time it takes Sound Transit's contractor to complete the seismic retrofitting work. WSDOT defines "airspace" as space above, at, and below the gradeline of all completed highways, as well as the area within the right of way lines of the constructed facility. The Mercer Island Boat Launch property is within the I-90 airspace. Second, the City and Sound Transit must enter into a sublease that sets forth the terms for Sound Transit's temporary, limited use of the Mercer Island Boat Launch property for construction staging to retrofit the I-90 East Channel Bridge to current seismic standards.

The seismic retrofit work is expected to take approximately six months to complete. The Mercer Island Boat Launch will remain operational and open to the public during construction, and likewise, the Mercer Island Police Department's Marine Patrol operations will continue during construction.



## **AMENDMENT NUMBER 1 TO AIRSPACE LEASE WITH WSDOT**

The proposed Amendment Number 1 will suspend the current 40-year Airspace Lease between the City and WSDOT for the length of time it takes Sound Transit's contractor to retrofit the I-90 East Channel Bridge to current seismic standards for Sound Transit's East Link Light Rail Project.

## **MERCER ISLAND BOAT LAUNCH SUBLEASE AGREEMENT WITH SOUND TRANSIT**

The term of the proposed Boat Launch Sublease Agreement will commence December 1, 2017 and end on June 30, 2018 or when the work is complete, whichever is later. The City and Sound Transit have agreed on the potential impacts of the construction staging for seismic retrofitting work and acceptable mitigation measures. (See Exhibit 2 and Exhibit C thereto).

To mitigate for the intermittent closure of a limited number of parking spaces and lost parking revenue during construction, Sound Transit has agreed to pay the City a fixed sum of \$10,000.00 annually, although the construction period is anticipated to end in less than one year from the start date. Sound Transit's contractor will use a minor portion of the site for staging and column retrofit for an approximate period of 180 days. The contractor will take up 15 out of 59 parking spaces at the back (west) side of the parking lot; thus, 44 parking spaces, including the 5 handicap spaces, will remain available for recreational use by the public. An additional 9 parking spaces will be used for traffic control when the access road (Frontage Road) is closed on an intermittent basis.

Further mitigation includes:

1. the use of flaggers on Frontage Road as needed to ensure safe vehicle access during intermittent lane closures with reasonable efforts to avoid lane closures during peak demand, especially on weekends;
2. restoration of any disturbed landscaped areas in compliance with WSDOT landscaping standards; and
3. no laydown/stockpiling of construction materials within 50 feet of the Lake Washington shoreline and other mitigation consistent with the Shoreline Permit issued by the City for the East Link Project.

## **RECOMMENDATION**

*City Attorney*

**MOVE TO:** Authorize the City Manager to execute the following: (1) Amendment Number 1 to Airspace Lease with WSDOT and (2) a Boat Launch Sublease Agreement with Sound Transit for construction staging at the Mercer Island Boat Launch to retrofit the I-90 East Channel Bridge to current seismic standards for Sound Transit's East Link Light Rail Project.

**A M E N D M E N T N U M B E R 1**  
t o  
**A I R S P A C E L E A S E**

THIS AMENDMENT NUMBER 1 (Amendment) to that certain Airspace Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (Lessor/WSDOT) and CITY OF MERCER ISLAND (Lessee/CITY), executed by Lessor on March 11, 1994, and as further designated by Lessor as Airspace Lease AA-01-10221, I.C. No. 1-17-05512, as modified by Mercer Island Boat Launch Addendum to Airspace Lease, executed by Lessor on March 11, 1994 (collectively, Lease), is entered into by and between Lessor, and Lessee, a municipal corporation of the state of Washington.

**RECITALS**

A. The Modifications section of the Lease authorized the parties to amend the Lease by written agreement signed by both parties.

B. Sound Transit has a transportation project, the East Link I-90 Seismic/Staging (Project) that requires the temporary use of the Premises. The purpose of the Project is to retrofit the I-90 East Channel Bridge to accommodate the East Link Light Rail project under current seismic standards. Pursuant to separate agreement, WSDOT has agreed to lease multiple properties to Sound Transit for the East Link I-90 project, including the Premises. Sound Transit has notified WSDOT that it will need the Premises December 1, 2017 until such time as the Project is complete, which Sound Transit anticipated will be six (6) months once Project work commences on the Premises.

C. Sound Transit plans to implement the Project in stages, which it and the CITY anticipate will enable the CITY to continue to use alternating portions of the Premises during the Project. The CITY and Sound Transit have identified potential impacts of the Project on the CITY's use of the Premises as well as acceptable mitigation measures.

D. The CITY and WSDOT believe it is in the interest of the public to suspend the Lease for the period of time from December 1, 2017 until such time as the Sound Transit's construction of the Project is complete.

E. During the suspension period, WSDOT will lease the Premises to Sound Transit, which lease will authorize Sound Transit to sublease to the CITY those portions of the Premises it does not need for the current phase of the Project.

F. WSDOT and CITY desire to amend the Lease to allow for a suspension of the Lease.

### **AGREEMENT**

NOW, THEREFORE in consideration of the terms and conditions herein, the Lease is modified as follows:

1. All capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease or, if not defined in the Lease, have their ordinary and usual meaning. All Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Lease unless otherwise stated.
2. The parties agree to suspend the Lease commencing December 1, 2017 until such time as Sound Transit notifies WSDOT that the Premises is no longer needed for the Project (Suspension Period). At such time, WSDOT shall notify the CITY in writing and the Lease will automatically recommence.
3. The parties agree that the Term of the Lease shall be suspended for the duration of the Suspension Period.
4. During the Suspension Period, nothing herein shall preclude the CITY from coordinating its continued use of the Premises with Sound Transit. The CITY acknowledges and agrees that during the Suspension Period, WSDOT will not have control or use of the Premises and any use of the Premises by the CITY must be agreed to by and between the CITY and Sound Transit by separate written agreement, which WSDOT will not be a party to.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be effective as of the last date written below.

Signatures:

Accepted and Approved by:

CITY OF MERCER ISLAND

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Julie T. Underwood  
City Manager, City of Mercer Island

By: \_\_\_\_\_  
Lorena Eng  
Regional Administrator, Northwest Region

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
Attorney, City of Mercer Island

By: \_\_\_\_\_  
Assistant Attorney General

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_ before me personally appeared Julie T. Underwood to me known to be the duly appointed and qualified City Manager of the city of Mercer Island, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that she was authorized to execute said instrument by motion of the Mercer Island City Council, and that the seal affixed is the official seal of said City.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Notary Public in and for the State of  
Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me personally appeared Lorena Eng, to me known to be the duly appointed Regional Administrator, Northwest Region, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

MERCER ISLAND BOAT LAUNCH  
SUBLEASE AGREEMENT

THIS SUBLEASE (“Sublease”) is made this \_\_\_ day of \_\_\_\_\_, 2017, between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington State Regional Transit Authority (“Sound Transit” or “Sublandlord”), and CITY OF MERCER ISLAND, a municipal corporation of the State of Washington (“City” or “Subtenant”) (hereinafter collectively referred to as “the Parties”).

RECITALS

A. Sublandlord is the tenant under that certain Temporary Construction Airspace Lease Agreement (I-90 Center Roadway) (IC#AA-3/AA-1-13018), dated April 5, 2012, and further amended by Amendment No. 1 to Temporary Construction Airspace Lease Agreement dated April 3, 2017 (hereinafter collectively referred to as “Master Lease”) with WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) as landlord (“Landlord”). The Master Lease was entered into pursuant to the I-90 Umbrella Agreement dated November 3, 2011 (GCA 6523) (I-90 Umbrella Agreement) by and between WSDOT and Sound Transit for the use of the I-90 Center Roadway.

B. WSDOT and Subtenant have entered into that certain Airspace Lease IC#1-17-05512/AA-01-10221 and modified by Mercer Island Boat Launch Addendum to Airspace Lease (collectively, the “Airspace Lease”), executed by WSDOT on March 11, 1994, for Subtenant’s use of the premises commonly known as the Mercer Island Boat Launch, which area and vicinity is shown on Exhibit A (“Master Premises”).

C. Sublandlord’s East Link Extension Project (the “Project”) requires use of the Master Premises previously leased to the Subtenant by WSDOT and also leased to Sublandlord under the Master Lease. WSDOT and Subtenant will enter into an Amendment Number 1 to Airspace Lease to temporarily suspend Airspace Lease IC#1-17-05512/AA-01-10221 in order to allow Sublandlord’s use of the Master Premises until such time that Sublandlord’s construction of the Project on the Master Premises is complete.

D. Subtenant desires to sublease from Sublandlord a portion of the Master Premises during Sublandlord’s construction of the Project to allow the Mercer Island Boat Launch to remain operational and open to the public.

E. Sublandlord is willing to sublease to Subtenant a portion of the Master Premises, subject to Landlord’s approval, pursuant to paragraph 27, Assignment, of the Master Lease.

AGREEMENT

In consideration of the covenants and promises contained in this Sublease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Premises. Sublandlord agrees to sublease to Subtenant, and Subtenant agrees to sublease from Sublandlord, that portion of the Master Premises shown on Exhibit B (the “Premises”).

2. Term. This Sublease shall commence on December 1, 2017, (the “Commencement Date”) terminating June 30, 2018 (the “Term”) or on the date that Sublandlord’s construction of the Project on the Master Premises is complete, whichever is later, unless sooner terminated as provided for herein.

3. Condition of Premises. Subtenant has thoroughly inspected the Premises and accepts them in their present condition, AS IS WITH ALL FAULTS. Subtenant acknowledges that neither Sublandlord nor any agent of Sublandlord has made any representation as to the condition of the Premises or their suitability for Subtenant’s intended uses. Subtenant and Sublandlord expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness of a particular purpose or any other kind arising out of this Sublease, and there are no warranties that extend beyond those expressly set forth in this Sublease.

4. Maintenance, Repairs, and Services.

4.1 Maintenance of Premises. Subtenant shall, at its expense, clean and maintain the Premises, including, without limitation, all improvements to the Premises, in good order, condition and repair, excepting only reasonable wear and tear.

4.2 Repairs of Premises. Subtenant shall pay for any repairs conducted on the Premises to the extent the damage was caused by Subtenant or any employee, guest, invitee, or agent of Subtenant, except Subtenant shall not be liable to pay for any damage to the Premises caused by third parties, including members of the general public, other than as expressly set forth in the Airspace Lease. Sublandlord shall pay for any repairs conducted on the Premises if the damage was caused by Sublandlord or an employee or agent of Sublandlord. Subtenant shall promptly notify Landlord and Sublandlord of any condition in the Premises that creates a need for repair.

4.3 Coordination. Subtenant shall notify and coordinate with Sound Transit’s Construction Manager, Sepehr Sobhani (206.903.7407), at least two (2) weeks prior to performing any maintenance or repair on the Premises.

4.4 Sublandlord’s Services. Sublandlord shall have no obligation to furnish any services of any nature whatsoever to the Premises and will not be liable for any disruption or failure of such services. Subtenant is responsible for and agrees to pay for its use of all utilities that serve the Premises; however, Subtenant is not responsible to pay for utilities in connection with the Project undertaken by Sublandlord, which utility expenses shall be Sublandlord’s sole responsibility.

5. Use.

5.1 Permitted Uses. Subtenant shall use the Premises as a public boat launch and parking facility, and for Marine Patrol operations, along with use, operation, and moorage of related vessels and equipment.

5.2 Prohibited Uses. Subtenant shall not do or permit anything to be done in or about the Premises that will in any way interfere with the rights of Sublandlord under the Master Lease or with the Project. Subtenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; shall not cause, maintain or permit any nuisance in, on or about the Premises; and shall not commit or suffer to be committed any waste in or about the Premises. Subtenant shall comply with



all applicable federal, state, and local laws, ordinances, and regulations pertaining to its use of the Premises.

5.3 Alterations. Subtenant shall not make any alterations to the Premises during the Term.

6. Airspace Lease. Notwithstanding the fact that the Airspace Lease shall be suspended during the term of this Sublease, Subtenant shall continue to comply with all terms and conditions of the Airspace Lease with Landlord governing Subtenant's use of the Premises, including without limitation the provisions contained in the paragraphs entitled "Hazardous Materials," "Use of Right of Way Under or Adjacent to Structure," "Taxes, Assessments and Utilities," "Lessor's Approval of Design and Construction," "Lessor's Right of Entry and Inspection," "Insurance," "Hold Harmless/Indemnification Clause," and "Non-Discrimination." All such terms and conditions are made a part of this Sublease and incorporated herein by this reference, and any failure by Subtenant to comply with such terms and conditions shall constitute a default under this Sublease. Provided, however, that in the event of a conflict between the Airspace Lease and this Sublease, the terms of this Sublease shall govern.

7. Master Lease.

7.1 Good Standing. Sublandlord represents and warrants that the Master Lease is in good standing.

7.2 Subordination. This Sublease is subject and subordinate to the Master Lease and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

7.3 Adherence to Terms of Master Lease. Subtenant agrees to be bound by all obligations and responsibilities of Sublandlord under the Master Lease, except for the following provisions: Section 6 (Permits); Section 7 (Term); and Section 11 (Rent, Late Fees, and NSF Checks). Subtenant shall neither do nor permit anything to be done that would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Landlord under the Master Lease, or that would constitute or result in a violation of any nature whatsoever of Sublandlord's obligations under the Master Lease. Any act or omission by Subtenant that results in a violation of Sublandlord's obligations under the Master Lease shall constitute a default under this Sublease.

8. Environmental.

8.1 Neither Subtenant nor its officers, directors, agents, contractors, employees or invitees will use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, or off-site the Premises affecting the Premises, or transport to or from the Premises, any Hazardous Substance except in compliance with Environmental Laws. The term "Hazardous Substance" means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including without limitation, (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls. The term "Environmental Law" means any federal,

state of local law, statute, ordinance, regulation or order pertaining to health, industrial hygiene, environmental conditions or hazardous substances or materials including those defined in this Article as "Hazardous Substances."

8.2 Subtenant shall give prompt written notice to Sublandlord and Landlord of: any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises; all claims made or threatened by any third party against Subtenant or the Premises relating to any loss or injury resulting from any Hazardous Substance; and Subtenant's discovery of any occurrence or condition on the Premises that could cause the Premises or any part thereof to be subject to any restrictions on occupancy, or use of the Premises under any Environmental Law.

8.3 Subtenant shall protect, indemnify, defend and hold harmless Sublandlord and Landlord and their directors, partners, officers, employees, agents, parents, subsidiaries, successors and assigns from any loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, discharge, disposal or presence of a Hazardous Substance on the Premises or off-site of the Premises affecting the Premises caused by Subtenant or its directors, partners, officers, employees, agents, contractors and invitees, including without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Premises and the preparation and implementation of any closure, remedial or other required plans.

9. Mitigation of Project Impacts.

9.1 The Parties understand and agree that the Project may from time to time have certain temporary impacts on Subtenant's use and enjoyment of the Premises, and Sublandlord makes no covenant of quiet enjoyment pertaining to Subtenant's use and occupation of the Premises. Sublandlord agrees to employ the mitigation measures outlined on Exhibit C hereto in order to reasonably reduce the impacts of the Project. Additionally, Sublandlord shall not unreasonably interfere with Subtenant's Marine Patrol operations on the Premises.

9.2. As referenced in Exhibit C, Sublandlord will reimburse Subtenant in the amount of ten thousand dollars (\$10,000) per year of this Sublease for Subtenant's lost parking revenue as a result of Sublandlord's occupation of the Master Premises consistent with Exhibit C. Subtenant shall submit an invoice for each annual payment. The invoice must include the appropriate purchase order number, which will be provided by Sublandlord after execution of this Sublease. Subtenant shall submit its invoices via email or mail to:

AccountsPayable@SoundTransit.org, or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826.

Invoices are payable thirty (30) days upon Sublandlord's receipt of the invoice.

10. Default. Any of the following occurrences shall constitute defaults by Subtenant:

- a. Subtenant's failure to maintain in force or pay the premium for any policy of insurance required to be obtained or maintained by Subtenant pursuant to this Sublease;

- b. Any default by Subtenant of its obligations under Paragraph 5 (Use of Leased Premises); Paragraph 6 (Airspace Lease); Paragraph 7.3 (Compliance with Master Lease); or Paragraph 16 (Indemnification); or
- c. Subtenant's failure to observe and perform any other provision, term or condition in this Sublease within thirty (30) days after Sound Transit delivers written notice of the failure to Subtenant (the "Cure Period"); or, if the cure cannot reasonably be concluded within the Cure Period, Subtenant's failure to commence to cure the failure within the Cure Period and thereafter proceed diligently to complete the cure.

Any of the following occurrences shall constitute defaults by the Sublandlord:

- a. Sublandlord's failure to maintain in force or pay the premium for any policy of insurance required to be obtained or maintained by Sublandlord pursuant to this Sublease;
- b. Any default by Sublandlord of its obligations under Paragraph 16 (Indemnification); or
- c. Sublandlord's failure to observe and perform any other provision, term or condition in this Sublease within thirty (30) days after the City delivers written notice of the failure to Sublandlord (the "Cure Period"), including without limitation the payment obligation set forth in Paragraph 9.2 of this Sublease and Sublandlord's obligation to maintain public access to the boat launch, including access for Marine Patrol operations, throughout the duration of the Project; or, if the cure cannot reasonably be concluded within the Cure Period, Sublandlord's failure to commence to cure the failure within the Cure Period and thereafter proceed diligently to complete the cure.

11. Remedies. In the event of a default, the Parties may terminate this Sublease, in addition to all other legal or equitable remedies, by delivering written notice of termination to the defaulting Party after any applicable Cure Period.

12. Liability. Sublandlord shall be liable for any damages to the Subtenant's personal property arising from Sublandlord's Project activities conducted on or about the Premises. Subtenant shall be liable for any damage to Sublandlord's personal property or improvements arising from Subtenant's or its agents', employees', or contractors' use of, or activities on, the Premises; provided, however, that Subtenant shall not be liable for any damage to Sublandlord's personal property caused solely by any other third parties, including members of the general public.

13. Insurance. Sublandlord acknowledges that Subtenant is a member of the Washington Cities Insurance Authority risk pool, which membership satisfies the coverage requirements listed below:

- a. Commercial General Liability insurance in amounts of not less than a combined single limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate or in such other amounts as Subtenant may from time to time reasonably require,

insuring Subtenant, Sublandlord, Sublandlord's agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises.

- b. Commercial General Liability insurance described in (a) above, shall include coverage for Bodily Injury and Property Damage Liability, Personal Injury liability and containing endorsements covering Contractual Liability, Fire Legal Liability and Stop-Gap coverage endorsements sufficient to cover Subtenant indemnity obligations hereunder.
- c. Commercial Automobile Liability insurance in amounts of not less than a combined single limit of \$1,000,000 covering Subtenant's owned, non-owned, leased or rented vehicles.
- d. All-risk Property insurance covering the full value of Subtenant's property and improvements (including all initial improvements), and other property (including property of others), in the Premises.
- e. Workers' Compensation and Employers' Liability in accordance with the provisions of Title 51 of the Revised Code of Washington and covering Subtenant's employee's industrial accidents and injuries.
- f. Prior to the execution of this Sublease, Subtenant will make available to Sublandlord evidence of any Excess Liability insurance.
- g. Prior to entering this Sublease, Subtenant shall furnish Sublandlord with an Evidence of Coverage Letter.

Sublandlord shall maintain in full force and effect the insurance coverage required under Section 24 of the Master Lease throughout the term of this Sublease.

14. Waiver of Recovery. Sublandlord and Subtenant each release and relieve the other, and waive their entire rights of recovery for loss or damage to the Premises or property located within or constituting a part or all of the Premises to the extent that the loss or damage is covered by (a) the injured party's insurance, or (b) the insurance the injured party is required to carry under Section 13, whichever is greater. This waiver applies whether or not the loss is due to the negligent acts or omissions of Sublandlord or Subtenant, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Sublandlord and Subtenant shall have their respective premises insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

15. Risk. Except as otherwise provided in Paragraph 12, all of Subtenant's personal property or property of any kind or description whatsoever on the Premises shall be at Subtenant's sole risk. Sublandlord and Landlord shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of Subtenant arising from any acts or neglect of any other persons unless and to the extent the damage is caused by the

willful or negligent misconduct of Sublandlord or breach of Sublandlord's obligations under this Sublease.

16. Indemnification. Subtenant will defend, indemnify and hold harmless Sublandlord and Landlord from any claim, liability or suit, including attorney fees, on behalf of any party for any injury or damage occurring on or about the Master Premises to the extent such damage or injury was caused by any act, omission, negligence or intentional act of Subtenant or by Subtenant's agents, employees, servants, customers, clients, contractors, or invitees. Sublandlord will defend, indemnify and hold harmless Subtenant from any claim, liability or suit, including attorney fees, on behalf of any party for any damage or injury occurring on or about the Master Premises to the extent the damage or injury was caused by any act, omission, negligence or intentional act of Sublandlord, its agents, employees, or contractors. The indemnification obligations contained in this paragraph shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that the indemnifying party may have under any worker's compensation, benefit or disability laws. **SUBLANDLORD AND SUBTENANT ACKNOWLEDGE BY THEIR EXECUTION OF THIS SUBLEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY SUBLANDLORD AND SUBTENANT.**

17. Right of Entry. Sublandlord shall have the right to enter the Master Premises and the Premises.

18. Subletting. Subtenant shall not sublet the Premises or assign this Sublease or any part thereof for any period of time.

19. Notice. Any notice regarding a breach of this Sublease or termination thereof shall be in writing and be sent by certified mail or personally delivered to:

In the case of Sublandlord:  
Sound Transit  
401 S. Jackson  
Seattle, Washington 98104,  
Attn: Property Management

In the case of the Subtenant:  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Attn: Office of the City Attorney

Notice shall be deemed given when so delivered to Sublandlord or Subtenant, or five (5) days after it is placed, properly addressed with postage prepaid, in a depository for United States certified mail. Either party may provide for a different address by notifying the other party of said change as provided for herein.

20. Consent by Sublandlord. Whenever Sublandlord's consent or approval is required under this Sublease, such consent or approval may not be unreasonably withheld.

21. Successors and Assigns. The covenants and conditions contained in this Sublease shall bind the heirs, successors, executors, administrators and assigns of the Parties.
22. Attorney Fees. In the event legal proceedings are initiated to enforce any term of this Sublease, to recover any rent due under this Sublease, for the breach of any covenant or condition of this Sublease, or for the restitution of the Premises to the Sublandlord and/or eviction of the Subtenant, the prevailing party shall be entitled to recover, as an element of its cost of suit and not as damages, reasonable attorney fees and costs to be fixed by the court.
23. Entire Agreement, Merger and Waiver. This Sublease expresses and contains the entire agreement of the Parties and there are not express or implied representations, warranties or agreements between them, except as contained in this Sublease. This Sublease may not be modified, amended or supplemented except by a writing signed by both Sublandlord and Subtenant. No consent given or waiver made by Sublandlord of any breach of Subtenant of any provision of this Sublease shall operate or be construed in any manner as a waiver of any subsequent breach of the same or of any other provision.
24. Captions. The captions of this Sublease are provided for convenience only and shall not be used in construing its meaning.
25. Severability. If any provision of this Sublease is found to be unenforceable, the remainder of this Sublease shall not be affected thereby.
26. Authority. Each individual executing this Sublease on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of such Party and that this Sublease is binding upon the Parties according to its terms.
27. Sublandlord and Subtenant Relationship Only. Nothing contained in this Sublease shall be construed to create the relationship of principal and agent, partnership, joint venturer or any association between Sublandlord and Subtenant.
28. Memorandum of Sublease. This Sublease shall not be recorded.
29. Consent of Sublease by Landlord. This Sublease is subject to the consent of Landlord. Accordingly, it shall be a condition precedent of this Sublease that Sublandlord has obtained the consent of Landlord.

**[SIGNATURES APPEAR ON NEXT PAGE]**

SUBLANDLORD:

Central Puget Sound Regional  
Transit Authority

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Sound Transit Legal Counsel

SUBTENANT:

City of Mercer Island

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

Julie Underwood

Its: City Manager \_\_\_\_\_

Approved as to form:

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

LANDLORD'S CONSENT

Washington State Department of Transportation, as landlord under the Master Lease, hereby consents to this Sublease and confirms the continuation of the Master Lease in full force and effect with Sublandlord as Tenant thereunder.

LANDLORD:

Washington State Department of Transportation

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

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

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

\_\_\_\_\_  
Notary Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Julie Underwood, to me known to be the City Manager of the City of Mercer Island, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

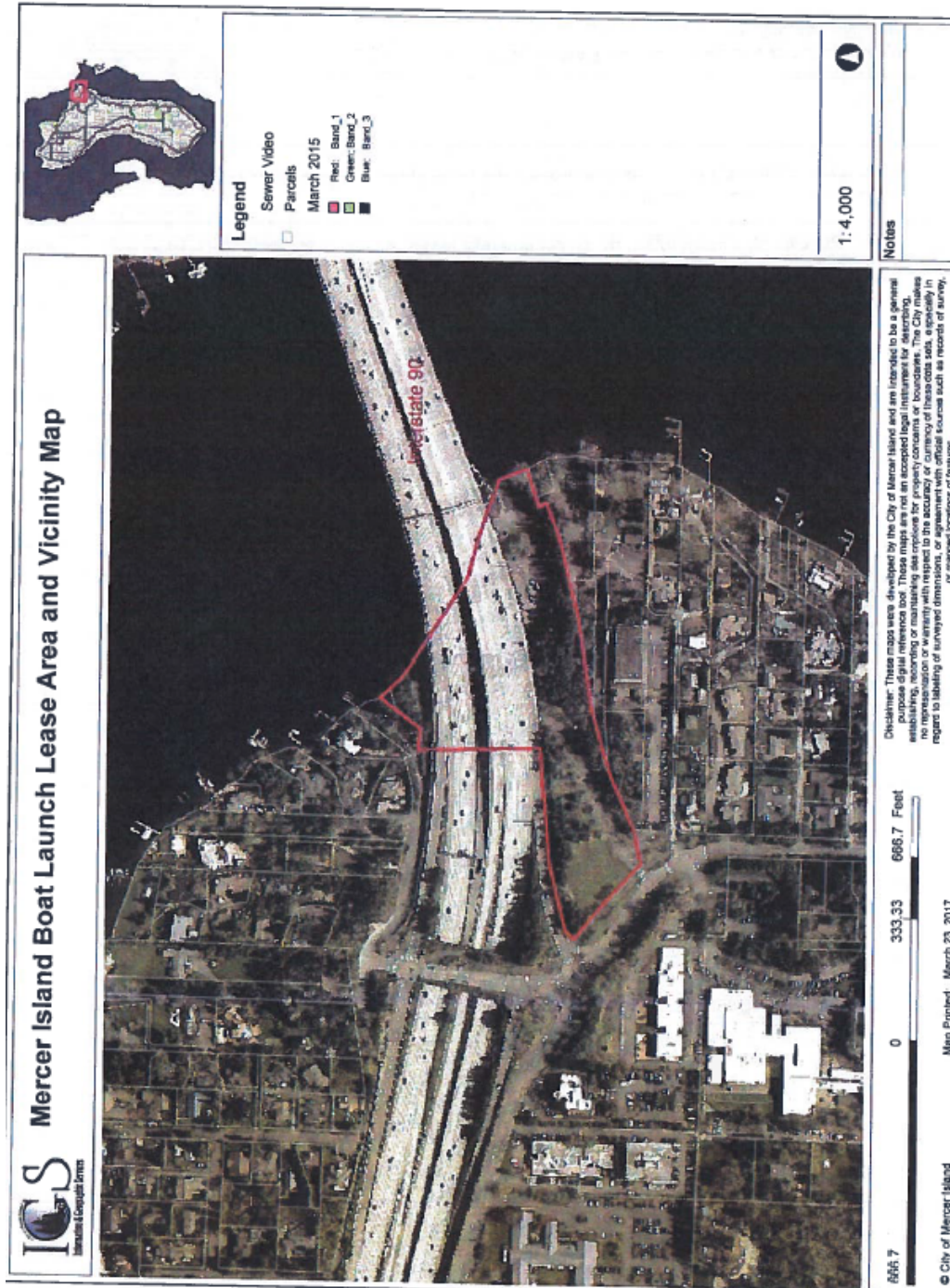
\_\_\_\_\_  
Notary Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_



# EXHIBIT A

## Master Premises





## EXHIBIT C

### Potential Temporary Impacts and Mitigation Measures

<p>Vehicle access to boat launch facility and lane closures on Frontage Road</p>	<p>Access to the boat launch and parking that is not affected by construction would be maintained and would include the use of flaggers on Frontage Road as needed to ensure safe vehicle access during intermittent lane closures. Sound Transit will maintain public access to the boat launch throughout its occupancy. Sound Transit will make all reasonable efforts to schedule lane closures timed to avoid peak season demand, especially on weekends. Sound Transit does not anticipate closing Frontage road on weekends. However, if weekend work is required, Sound Transit will work with the City to minimize any impacts. Sound Transit will not schedule lane closures anytime during SeaFair weekend.</p> <p>Sound Transit will conduct public communications with on-site signage and media channels about the project and anticipated lane closure dates in advance of all lane closures.</p>
<p>Intermittent closures of parking spaces at the boat launch</p>	<p>Parking spaces would be reopened to the extent possible as work progresses. Sound Transit will compensate the City of Mercer Island for lost revenue. Sound Transit will compensate the City for lost parking revenue, up to \$10,000 per year of the sublease agreement for the boat launch property.</p>
<p>Landscaped areas disturbed to enable seismic retrofits on piers</p>	<p>Landscaping will be restored once construction activities are complete. Construction will minimize impacts to trees and protect in place, where possible. Restoration will be done in compliance with WSDOT landscaping standards, which are incorporated into contract documents.</p>
<p>Potential impacts to shoreline</p>	<p>City of Mercer Island Shoreline Permit has been approved and acknowledged work at the boat launch facility. No laydown/stockpiling within 50 feet of shoreline. Sound Transit and its subcontractors and agents will utilize TESC best practices that meet or exceed WSDOT standards.</p>
<p>Washington State Recreation and Conservation Office ("RCO") Compliance</p>	<p>Sound Transit will comply with mitigation measures described in RCO letter dated May 22, 2017 re: "Approval of Policy Waiver Request for Temporary Closure, Mercer Island Boat Launch, RCO #89-018D; #91-120D."</p>



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

**AB 5358  
November 6, 2017  
Consent Calendar**

**SET THE DATE FOR A PUBLIC MEETING TO  
CONSIDER THE HEARING EXAMINER'S  
RECOMMENDATION TO APPROVE THE PRATT  
PRELIMINARY LONG PLAT (SUB16-007)**

**Proposed Council Action:**

Set public meeting date for November 21, 2017.

<b>DEPARTMENT OF</b>	Development Services Group (Planning)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Hearing Examiner's Recommendation for SUB16-007 2. MRSC "Appearance of Fairness Doctrine in Hearings" handout
<b>2017-2018 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

Pursuant to RCW 58.17.100, the Mercer Island City Council is required to set a public meeting date to consider the Hearing Examiner's recommendations on proposed long plats. Accordingly, the City Council must set a date to consider the Hearing Examiner's recommendation and take final action on the proposed Pratt Preliminary Long Plat. The City's Hearing Examiner conducted an open record public hearing that included the gathering of evidence on October 19, 2017. The Hearing Examiner's recommendation is to approve the "preliminary plat," which is a graphic representation of the proposed subdivision, with conditions (see Exhibit 1).

The site is located at 7233 80<sup>th</sup> Ave SE (King County Tax Parcel No. 252404-9111) and currently contains one existing single-family residence and two barns and outbuildings. The proposed six-lot plat would contain a private dead-end road, serving lots with areas ranging from 10,298 square feet to 18,398 square feet. The property is zoned R-9.6, and the minimum required lot area is 9,600 square feet.

The subdivision of land is regulated by chapter 19.08 of the Mercer Island City Code (MICC), which implements the requirements of state subdivision law found primarily in chapter 58.17 RCW. In the case of a long subdivision or long plat (the division of land into five or more lots), the Hearing Examiner reviews the proposal at an open record public hearing and makes a written recommendation to the City Council.

Although MICC 19.08.020(F)(3)(c) provides that upon receipt of the Hearing Examiner's recommendation, the City Council shall set the date for the "public hearing" where it may adopt or reject the Hearing Examiner's recommendations, RCW 58.17.100 requires the City Council to set a date for a "public meeting" rather than a hearing. At the public meeting, the City is required to consider the Hearing Examiner's recommendations and may adopt or reject the recommendations based on the record established at the

open record public hearing held before the Hearing Examiner. Setting a “public meeting” rather than a “public hearing” is also consistent with RCW 36.70B.060, which limits open record predecision hearings to only one, and RCW 58.17.095, which requires the public hearing on a proposed subdivision to be conducted by the planning commission or hearing examiner – and not by the City Council.

The “record” on which the City Council is expected to base its decision to adopt or reject the Hearing Examiner’s recommendation for approval consists of all verbal testimony and comment presented to the Hearing Examiner and all written documents and exhibits submitted to the Hearing Examiner, specifically the following: (1) Staff Report and exhibits thereto, (2) Hearing Examiner Recommendation and exhibits thereto and (3) the verbatim recording of the open record public hearing conducted by the Hearing Examiner (available from the City Clerk’s Office). The record before the City Council is closed, and no new information can be added to it or considered during the public meeting. If, after considering the record below during a public meeting, the City Council deems a change in the Hearing Examiner’s recommendations is necessary, the City Council must adopt its own recommendations and approve or disapprove the preliminary plat. Every decision or recommendation made by the City Council must be in writing and must include findings of fact and conclusions to support the decision or recommendation.

If City Council approves the preliminary plat as recommended by the Hearing Examiner, then the applicant has five years within which to obtain permits for and to build (or in some cases, bond) the required plat improvements (utilities, access roads, etc.), and to meet any other applicable code requirements or conditions of the preliminary plat approval. Once these requirements have been met, the applicant may apply to the City Council for “final plat” approval. A final plat must be approved if it meets the requirements of both the preliminary plat approval and all applicable regulations in place at the time of preliminary plat approval. Once approved, the final plat must be recorded with the county. Only after an approved final plat is recorded may the individual lots be sold or built upon. Any subsequent home construction must be consistent with both the City Code and any applicable plat conditions.

Finally, because subdivision decisions are quasi-judicial in nature, the proceedings are subject to appearance of fairness requirements, which means the proceedings must be conducted in a way that is fair and unbiased in both appearance and fact (see Exhibit 2). The City Council questions or discussion concerning the merits of the application and the Hearing Examiner recommendations must wait until, and be confined to, the public meeting. “Ex-parte” communications are prohibited, meaning Councilmembers must not engage in any communications regarding the matter to be decided outside the context of the public meeting.

## **RECOMMENDATION**

*Senior Planner*

**MOVE TO:** Set the public meeting for November 21, 2017 to consider the Hearing Examiner’s recommendation and take action on the proposed Pratt Preliminary Long Plat (SUB16-007).

**CITY OF MERCER ISLAND  
HEARING EXAMINER RECOMMENDATION**

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**Applicant:** Jim Jenson for Bellevue Pacific Properties Group

**File No:** SUB16-007 & SEP16-021

**Application:** Pratt Long Subdivision

**Staff Recommendation:** Approve with conditions

**Public Hearing:** The Hearing Examiner held a public hearing on the application on October 19, 2017 in Mercer Island City Hall, 9611 SE 36th Street, Mercer Island, Washington. Represented at the hearing were the applicant, Bellevue Pacific Group, by Jim Jensen, and the City's Development Services Group, by Nicole Gaudette, Senior Planner, and Bio Park, Assistant City Attorney. A list of those who testified at the hearing is included at the end of this recommendation. A verbatim recording of the hearing is available at the City Clerk's office. The Examiner reviewed the site on October 20, 2017.

For purposes of this recommendation, all section numbers refer to the Mercer Island Municipal Code ("MIMC" or "Code"). Having considered the evidence in the record and reviewed the site, the Hearing Examiner makes the following recommendation.

**Findings of Fact**

The Summary and Findings of Fact in the Staff Report (Sections I and II) are accurate and complete, and are therefore adopted by reference. The Examiner makes the following additional findings of fact:

9. Public testimony at the hearing largely mirrored the public comments and questions already included in the record.

10. The owners of properties adjoining 80<sup>th</sup> Avenue SE and its underlying right-of-way at this location have considered it a "private lane" for many years. Because the road has provided access to only four lots, including the Pratt property, the adjoining owners have enjoyed living on a dead end that was virtually traffic-free. They have landscaped and installed other improvements in parts of the right-of-way and use the western side of it for overflow parking for guests. It is understandably difficult for them to contemplate having the right-of-way improved with a 26-foot paved road to provide the access required by current standards to the proposed 6-lot subdivision. They also believe that the improvements they have installed should be relocated or replaced, and the Applicant agreed that this would be done.

11. The owners of properties adjoining SE 73<sup>rd</sup> Place (referred to by some as the "cul-de-sac road"), are similarly concerned about the proposed removal of the row of mature

conifers that are a defining feature of part of the road. However, the reports in the record show that the trees would be so damaged by the construction of utilities within the adjacent panhandle of the proposed subdivision that they would eventually die. Although removing the trees is unavoidable, the Applicant agrees that they must be replaced with other mature landscaping to buffer the road from the subdivision.

12. The Applicant testified that the entire subdivision will be fenced and agreed that the five-foot-wide pedestrian trail that will be constructed through the subdivision, to connect SE 72<sup>nd</sup> Street and 78<sup>th</sup> Avenue SE, also will be landscaped.

13. A neighboring property owner on 80<sup>th</sup> Avenue SE suggested that the subdivision be revised to provide a one-way access tract from SE 72<sup>nd</sup> Street, along 80<sup>th</sup> Avenue SE, through the subdivision, and exiting through the panhandle onto 78<sup>th</sup> Avenue SE. *See* Exhibit 2.2. According to its proponent, this proposal would allow the paved road surface to be reduced to 18 to 20 feet, still allow for a pedestrian path in one of two locations, protect vegetation and residential character along 80<sup>th</sup> Avenue SE, provide several other benefits, and more equitably distribute the burden of providing vehicular access to the subdivision. *See* Exhibits 34, 37, and 41. The City has labeled this proposal the “looped road”.

14. The looped road was discussed with the Fire Department. However, the Fire Official testified that the proposed 20-foot roadway would not be wide enough within the subdivision to meet Code requirements, and the City Engineer testified that the subdivision’s panhandle is not of sufficient width for even a one-way access to or from the subdivision.

15. Two property owners with lots that abut the Pratt property, but at a lower elevation, expressed concern about the drainage impacts of the subdivision. *See, e.g.,* Exhibit 43. Their properties are already wet during the rainy season. Another was concerned about the integrity of the two stormwater vaults that will be installed as part of the subdivision’s drainage system. The Applicant testified that the vaults have been tested and will also have an emergency back-up system, and that construction of the subdivision’s stormwater control system may also improve the wet condition on adjacent properties at lower elevations.

16. A representative of The Lakes at Mercer Island Homeowners Association asked that the Applicant consult with them on certain aspects of the subdivision that may affect properties within The Lakes.

### Conclusions


1. The Hearing Examiner has jurisdiction over this application pursuant to MICC 19.08.020(A).

2. The Conclusions in the Staff Report (Section III) are accurate and supported by the facts in the record and are therefore adopted by reference.

**Recommendation**

The long subdivision application is recommended for preliminary approval subject to the conditions listed in Section V of the Staff Report, with the exception of Condition 3, which duplicates Condition 8.

Entered this 25<sup>th</sup> day of October, 2017.

  
Sue A. Tanner  
Hearing Examiner

**Testimony:** The following people provided testimony at the public hearing:

City of Mercer Island:

Nicole Gaudette, Senior Planner, DSG  
Evan Maxim, Planning Manager  
Herschel Rostov, Fire Official  
Patrick Yamashita, City Engineer  
John Kenney, City Arborist

Applicant:

Jim Jensen  
Erik Davido

Public:

Joan and Dale Tilson  
Bob Olsen  
Rebecca Moscatel  
Kirk Griffin  
Justin Bross  
Garrett Paddor  
Marie Bender, on behalf of The Lakes' HOA  
Rick Aramburu, attorney-at-law, on behalf of Elizabeth and  
Lloyd Gilman  
Sally Hull  
Mindy Landsman  
Maria Kaplan  
Tom Mormino  
John Stewart  
Lloyd Gilman



**Exhibits:** In addition to the exhibits listed in the Staff Report for this application, the following exhibits were entered into the record:

38. Written comments from Elizabeth Cross Nichol
39. Written comments from Mark W. Frohlich and Anne Marie Knivens
40. E-mail comments, dated October 19, 2017, from Hongyan Zhou to Nicole Gaudette
41. Letter dated October 19, 2017, from J. Richard Aramburu
42. Statement of Marie Bender on Behalf of The Lakes at Mercer Island Homeowners' Association, dated October 19, 2017
43. Photographs and annotations from David and Mindy Landsman

**BEFORE THE HEARING EXAMINER  
CITY OF MERCER ISLAND**

**CERTIFICATE OF SERVICE**

I certify under penalty of perjury under the laws of the State of Washington that on this date I sent true and correct copies of the attached **Hearing Examiner Recommendation** to each person listed below, or on the attached mailing list, in the matter of **Jim Jenson for Bellevue Pacific Properties Group**, Hearing Examiner files: **SUB16-007 and SEP16-021** in the manner indicated.

Party	Method of Service
Nicole Gaudette City of Mercer Island Development Services 9611 SE 36 <sup>th</sup> Street Mercer Island, WA 98040 Nicole.gaudette@mercergov.org	<input checked="" type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger

Dated: October 26, 2017



Alayna Johnson  
Legal Assistant

## Appearance of Fairness Doctrine in Hearings

Until 1969, Washington law dealing with conflicts of interest generally applied only to financial interests, as opposed to emotional, sentimental, or other biases. The “appearance of fairness doctrine,” however, which governs the conduct of certain hearings, covers broader ground. That doctrine was first applied in this state in 1969. In two cases decided in that year, the Washington State Supreme Court concluded that, when boards of county commissioners, city councils, planning commissions, civil service commissions, and similar bodies are required to hold hearings that affect individual or property rights (“quasi-judicial” proceedings), they should be governed by the same strict fairness rules that apply to cases in court. See Smith v. Skagit County, 75 Wn.2d 715, 453 P.2d 832 (1969); State ex rel. Beam v. Fulwiler, 76 Wn.2d 313, 456 P.2d 322 (1969).

Basically, the rule requires that for justice to be done in such cases, the hearings must not only be fair, they must also be free from even the appearance of unfairness. The cases usually involve zoning matters, but the doctrine has been applied to civil service and other hearings as well.

The appearance of fairness doctrine has been used to invalidate proceedings for a variety of reasons; for example, if a member of the hearing tribunal has a personal interest of any kind in the matter or takes evidence improperly outside the hearing (ex parte). In those cases, that member is required to completely disassociate him or herself from the case, or the entire proceeding can be overturned in court.

In 1982, the legislature reacted to the proliferation of appearance of fairness cases involving land use hearings by enacting what is now chapter 42.36 RCW. This RCW chapter defines and codifies the appearance of fairness doctrine, insofar as it applies to local land use decisions. In substance, those statutes now provide that in land use hearings:

1. The appearance of fairness doctrine applies only to “quasi-judicial” actions of local decision-making bodies. “Quasi-judicial” actions are defined as:
  - actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. RCW 42.36.010.
2. The doctrine does not apply to local “legislative actions”
  - adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010.
3. Candidates for public office may express their opinions about pending or proposed quasijudicial actions while campaigning (but see paragraph 9 below), without being disqualified from participating in deciding those matters if they are later elected;
4. Acceptance of campaign contributions by candidates who comply with the public disclosure and ethics laws will not later be a violation of the appearance of fairness doctrine. Snohomish County Improvement Alliance v. Snohomish County, 61 Wn. App. 64, 73-74, 808 P.2d 781 (1991) (but see paragraph 9 below);

5. During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte (outside the hearing) communications with proponents or opponents about a proposal involved in the pending proceeding, unless that member:
  - a. Places on the record the substance of such oral or written communications; and
  - b. Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is taken or considered on that subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record (when it pertains to the subject matter of a quasi-judicial proceeding).
6. Participation by a member of a decision-making body in earlier proceedings that result in an advisory recommendation to a decision-making body does not disqualify that person from participating in any subsequent quasi-judicial proceedings (but see paragraph 9 below);
7. Anyone seeking to disqualify a member of a decision-making body from participating in a decision on the basis of a violation of the appearance of fairness doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been known prior to the issuance of the decision; upon failing to do so, the doctrine may not be relied on to invalidate the decision;
8. A challenged official may participate and vote in proceedings if his or her absence would cause a lack of a quorum, or would result in failure to obtain a majority vote as required by law, provided a challenged official publicly discloses the basis for disqualification prior to rendering a decision; and
9. The appearance of fairness doctrine can be used to challenge land use decisions where a violation of an individual's right to a fair hearing is demonstrated. For instance, certain conduct otherwise permitted by these statutes may nevertheless be challenged if it would actually result in an unfair hearing (e.g., where campaign statements reflect an attitude or bias that continues after a candidate's election and into the hearing process). RCW 42.36.110. Unfair hearings may also violate the constitutional "due process of law" rights of individuals. State ex rel. Beam v. Fulwiler, 76 Wn.2d 313, 321-22, 456 P.2d 322 (1969) (cited in Appendix). Questions of this nature may still have to be resolved on a case-by-case basis.

Adapted from the Municipal Research and Services Center's publication,  
*Knowing the Territory: Basic Legal Guidelines for Washington  
City, County and Special Purpose District Officials.*



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

**AB 5356  
November 6, 2017  
Consent Calendar**

**EASTSIDE TRANSPORTATION PARTNERSHIP  
(ETP) INTERLOCAL AGREEMENT**

**Proposed Council Action:**

Authorize the City Manager to execute the ETP 2018-2021 interlocal agreement.

**DEPARTMENT OF**

City Manager (Kirsten Taylor)

**COUNCIL LIAISON**

Debbie Bertlin Wendy Weiker

**EXHIBITS**

1. Eastside Transportation Partnership 2018-2021 Interlocal Agreement
2. Eastside Transportation Partnership(ETP) Operating Procedures

**2017-2018 CITY COUNCIL GOAL**

n/a

**APPROVED BY CITY MANAGER**

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

**SUMMARY**

**BACKGROUND**

The Eastside Transportation Partnership (“ETP”) has been in existence since 1987 and serves as the “transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state, and federal transportation decisions.” The membership is comprised of elected officials from cities and towns throughout the greater Eastside. Mercer Island has been represented on ETP since June of 1992.

To achieve its mission, ETP adopted the following goals on January 26, 1996:

1. Develop and adopt a package of transportation priorities based on adopted land use plans that improves overall mobility for people, freight and goods, and addressing peak hour congestion on the Eastside.
2. Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities and the region.
3. Adopt and implement a strategy for increasing funding for transportation improvements and programs.

In recent years, ETP has focused its efforts on regional coordination and advocacy.

ETP operates under the authority of an Interlocal Agreement (“Agreement”) between member jurisdictions. There have been successive agreements since 1987; the most recent of which was for four years, expiring December 2017. The new Agreement is being put forward to member agencies for their approval in advance of the expiration date.

### **THE 2018-2021 AGREEMENT**

The 2018-2021 Agreement is a renewal with no changes from the previous 2013-2017 Agreement (see Exhibit 1). The 2013-2017 Agreement streamlined the agreements and approval process, and created a new agreement with a duration of a two-year period with an automatic two-year extension. The 2018-2021 Agreement also adopts by reference Eastside Transportation Partnership (ETP) Operating Procedures that are unchanged from the previous agreement, and are attached for reference (see Exhibit 2).

### **MERCER ISLAND REPRESENTATION**

Under this and previous Agreements, Mercer Island has two voting members on the ETP. Deputy Mayor Debbie Bertlin and Councilmember Wendy Weiker currently represent Mercer Island. Mayor Bruce Bassett and Councilmember Salim Nice serve as alternates. Annual dues are \$100 per voting representative as specified in Section 6.1. The dues are paid each year from the City Council operating budget.

### **RECOMMENDATION**

*Assistant City Manager*

MOVE TO: Authorize the City Manager to execute the 2018-2021 Eastside Transportation Partnership agreement.

*Eastside Transportation Partnership*

**Parties to Agreement**

City of Bellevue  
City of Bothell  
City of Issaquah  
City of Kenmore  
City of Kirkland  
City of Mercer Island  
City of Newcastle  
City of Redmond  
City of Renton  
City of Sammamish  
City of Woodinville  
King County  
Small Cities  
    Town of Beaux Arts Village  
    City of Clyde Hill  
    Town of Hunts Point  
    City of Medina  
    Town of Yarrow Point  
Snoqualmie Valley Cities  
    City of Carnation  
    City of Duvall  
    City of North Bend  
    City of Snoqualmie

Transmitted to parties for approval and signature on October 13, 2017.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVALL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the area East of Lake Washington in King County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

## **1.0 Purpose of this Agreement**

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state, and federal transportation decisions.

## **2.0 Members and Voting**

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects, such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.



2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

### 3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	Number of Representatives
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

### 4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures

### 5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s); attending Partnership meetings; and preparing Partnership meeting summaries.

## **6.0 Financing and Cost Sharing Guidelines**

6.1 **Yearly Dues:** The Eastside Transportation Partnership members shall pay a minimum \$100 per full voting representative in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The Eastside Transportation Partnership shall determine by June 30 of each year whether additional annual dues above \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2019, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2020 and ending no later than December 31, 2021.

## **9.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

## **10.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

## **12.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **13.0 Legal Relations**

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations

under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

#### **14.0 Entirety and Modifications**

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

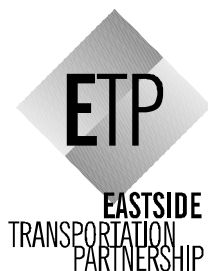
14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

#### **15.0 Counterparts**

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____	City of Issaquah By: _____ Date: _____
City of Kenmore By: _____ Date: _____	City of Kirkland By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of Redmond By: _____ Date: _____	City of Renton By: _____ Date: _____
City of Sammamish By: _____ Date: _____	City of Woodinville By: _____ Date: _____	King County By: _____ Date: _____
Town of Beaux Arts Village By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	Town of Hunts Point By: _____ Date: _____
City of Medina By: _____ Date: _____	Town of Yarrow Point By: _____ Date: _____	City of Carnation By: _____ Date: _____
City of Duvall By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____



# **Eastside Transportation Partnership (ETP) Operating Procedures**

Approved on October 13, 2017

The purpose of these procedures is to establish rules of procedure consistent with the provisions of the adopted agreement to guide the conduct of business of the Eastside Transportation Partnership (ETP) and its Technical Advisory Committee (TAC). These procedures shall be reviewed and revised as needed.

## **EASTSIDE TRANSPORTATION PARTNERSHIP (ETP)**

- I. Purpose: The ETP shall serve as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and establish priorities for implementing transportation projects and programs on the Eastside of Lake Washington. Our vision is an efficient, safe and congestion free system connecting people, goods and communities.
- II. Mission: On behalf of East King County communities, Eastside Transportation Partnership advocates for multi-modal-mobility solutions through policy, planning and project priority recommendations.
- III. Role: The ETP is the forum established for the Eastside of Lake Washington in King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:
  - A. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection
  - B. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities
  - C. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.

D. Coordination with the South County Area Transportation board and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.

E. Other transportation related issues as the members determine.

IV. Membership and Voting Rights:

The voting members of **ETP** and their voting rights shall be as follows:

Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues <sup>1</sup>	Sound Transit <sup>2</sup>	Metro Transit <sup>3</sup>	Regional Competition <sup>4</sup>	Other <sup>5</sup>
Bellevue	2	Yes	Yes	Yes	Yes	Yes
Bothell	2	Yes	Yes	Yes	Yes	Yes
Kirkland	2	Yes	Yes	Yes	Yes	Yes
Issaquah	2	Yes	Yes	Yes	Yes	Yes
Mercer Island	2	Yes	Yes	Yes	Yes	Yes
Newcastle	2	Yes	Yes	Yes	Yes	Yes
Redmond	2	Yes	Yes	Yes	Yes	Yes
Renton	2	Yes	Yes	No	Yes*	Yes
Kenmore	2	Yes	Yes	Yes	Yes	Yes
Sammamish	2	Yes	Yes	Yes	Yes	Yes
Woodinville	2	Yes	Yes	Yes	Yes	Yes
Small Cities Coalition	2 (shared)	Yes	Yes	Yes	Yes	Yes
Snoqualmie Valley Cities	2 (shared)	Yes	No	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes	Yes
Snohomish County ( <i>LIMITED</i> )	1	No	No	No	No	Yes
<b>Votes Req. for Quorum:</b>		<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>16</b>

The non-voting members of **ETP** shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1

<sup>1</sup>Administrative issues, such as additional members and use of dues

<sup>2</sup> Recommendations to Sound Transit on policies and capital and service plans and implementation

<sup>3</sup> Recommendations to King County Metro Transit on policies and capital and service plans and implementation

<sup>4</sup> Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (\*projects in Renton north of the Cedar River)

<sup>5</sup> Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

TIB	1
Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Eastside Transportation Choices Coalition	1
Eastside Transportation Association	1

Voting membership in ETP should be limited to jurisdictions located within ETP's existing boundaries, which currently extend into southern Snohomish County and include Duvall. Members representing local jurisdictions shall be elected officials selected by their respective jurisdictions for a one-year term. Selection of members shall occur prior to election of officers in January. Alternates shall be designated in writing. Designated alternates may vote in place of designated representatives in the absence of the designated representative. When designated representatives are present, designated alternatives may still sit at the table if space is available. A designated alternate shall not take the place, and assume the voting rights, of a designated representative at the table unless the designated representative permanently leaves the meeting.

Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition the Partnership for membership during the annual open enrollment period (February 1 through March 15). The number of Partnership representatives and the voting status of new member jurisdictions shall be determined by a unanimous vote of the parties to the agreement at a regular meeting.

A. Parliamentary Procedure:

1. Robert's Rules of Order Newly Revised will be the default parliamentary procedure used to conduct ETP meetings, with inclusion of the following provisos.
2. In any conflict between the Procedures and Robert's Rules, the Procedures shall govern.
3. The Chair will be allowed to participate in debate.
4. No speakers "for" or "against" will be required on a motion.
5. A quorum of fifty percent (50%) plus one (1) of voting members shown in the voting rights table in Section IV is required for ETP to vote on any motion at a meeting.



6. To achieve a majority vote, abstentions are not counted and do not impact the outcome. Only votes cast in the affirmative and negative are considered to determine the majority position.
7. The Chair will be responsible for acting as, or designating, a parliamentarian.

B. Voting:

1. Representation: Voting members are to represent their respective jurisdictions in stating positions and voting on issues and recommendations.
2. An individual cannot simultaneously serve as a representative for more than one ETP member at a time. Name cards displayed at ETP meetings should correctly identify the individual's sole representative capacity.
3. ETP Positions: It is ETP's intent to bring positions forward with consensus.
4. Dual Membership: Jurisdictions which participate in more than one subarea shall select one subarea through which they will submit their projects for the regional project competition.
5. Action Items: Items to be addressed or voted on at the next ETP meeting shall be announced at the prior regular meeting, so that respective jurisdictions will have an adequate opportunity to seek input from their colleagues and/or staff, except as allowed under Emergency Action. Special notification of announced, upcoming action items shall be transmitted to each member and jurisdiction to arrive within three business days of the meeting where the announcement was made.
6. Emergency Action: Emergency Action can be taken with approval of two-thirds of voting members to suspend this requirement and take action on an issue in the same meeting that it was introduced.
7. Adoption and Amendment of Procedures: ETP may, by a majority of those voting members present at a regular meeting, may adopt or amend its procedures as it determines necessary. Action to approve or amend procedures shall be introduced at one meeting and scheduled for action at a subsequent meeting.

C. Officers:

1. Chair and Vice Chair(s): The Chair and Vice Chair(s) shall be elected by a majority of the voting representatives on the ETP, and each shall be a

representative of a voting member county or city. The Chair and Vice Chair(s) shall be responsible for:

- a. Setting the meeting agendas,
- b. running meetings,
- c. conducting and ensuring fair opportunity for discussion, and
- d. signing correspondence and speaking on behalf of ETP.

If the Chair is absent from a meeting, a Vice-Chair shall serve as the Acting Chair.

2. Term of Office: One year from February. Nominations of officers shall be made in December, and voting shall occur in January.
3. Vacancy in Officer Positions: In the event of a vacancy in the position of Chair or Vice-Chair, the ETP may appoint a voting-member(s) to fill that vacancy on an interim basis until such time as a new officer(s) is/are elected. Interim appointments are to be made by majority vote of those ETP members present at a regular meeting where the appointee is also present.

D. Meeting Schedule: The regular meeting date for the Eastside Transportation Partnership shall be the second Friday of the month, from 7:30 a.m. to 9:30 a.m. The Chair, in his or her discretion, may revise the date or length of a meeting with reasonable advance notice based on the expected agenda, or to respond to critical deadlines for ETP input. All jurisdiction staff shall support meetings that are requested in addition to the regular monthly business meeting.

E. Meeting Location: ETP meetings shall be held at an appropriate location within the Eastside.

F. Agendas and Materials: The agenda package, including the agenda and minutes of the previous meeting, shall be distributed in advance of the meeting. Additional materials may be included in the agenda packet. When requested or referred by ETP, the TAC may consider resolutions or items introduced before presentation to the Partnership for action. The Chair may also refer such resolutions or items to the TAC when appropriate or necessary.

G. Subcommittees:

1. Formation: ETP may establish subcommittees to study issues and develop recommendations for consideration by the full body. Subcommittees may include non-voting members, but only voting members and limited voting members shall vote in accordance with Section IV. Subcommittees shall be selected by the Chair from volunteers or as the Chair requests.

2. Membership: Subcommittees shall not include more than one voting member from a particular jurisdiction, unless the subcommittee chair waives this requirement.
3. Actions: Subcommittees shall seek to develop recommendations by consensus.

#### V. ETP Actions:

- A. Types of Actions ETP Can Take: With a majority vote of those voting members present, the Partnership can adopt resolutions in support of member jurisdictions; or regional activities, authorize studies or approve correspondence and requests for information.
- B. Minority Statements: Any individual voting member shall have the right at the time of a vote to request that a statement of a minority position be included in ETP communications or otherwise distributed with an approved ETP statement.
- C. ETP Work Program
  1. The ETP shall adopt a work program for the upcoming year and determine any necessary changes to these procedures or additional studies or funding required.
  2. As necessary, revisions to the ETP plan shall be considered.
  3. Implementation of ETP plans and recommendations shall be a priority in the work program.

#### VI. Technical Advisory Committee (TAC)

- A. Purpose: The TAC shall provide technical assistance as requested by the Partnership and shall advise the Partnership on emergent transportation issues for the Partnership's consideration.
- B. Membership: Membership on the Technical Advisory Committee (TAC) shall be limited to staff from voting member counties and cities. Members of agencies, other groups or private citizens may attend TAC meetings. Each voting member jurisdiction or agency shall appoint an appropriate staff person to the Technical Advisory Committee.
- C. TAC Recommendations: When appropriate, the TAC shall provide the Partnership with recommendations consideration. TAC member agencies or jurisdictions seeking Partnership action shall be responsible for preparing draft TAC Recommendations for consideration by the TAC. Dissenting opinions and/or alternative actions may be included.

- D. TAC Process for Project Selection: Any process for project prioritization and selection used by the TAC, including criteria and rankings, shall be presented to ETP and approved in advance of its application. Following application of any approved process, ETP shall approve a project list.

VII. Other

- A. Standard Agenda: The ETP agenda shall follow this standard format unless unusual circumstances require a different arrangement.
  - 1. Call to Order
  - 2. Public Comment
  - 3. Review and Approval of the Minutes of the Previous Meeting
  - 4. Major Agenda Topics (one or two topics; time must be allowed for Partnership questions and discussion.)
  - 5. Reports
  - 6. Good of the Order
- B. Audience Comments during Meetings: At the Chair's discretion, comments may be taken from the audience. The Chair should call on audience members wishing to make comments. Partnership members can ask to have audience members speak. Audience comments should be limited to two minutes. Organized groups or private citizens may attend ETP meetings and provide input during the audience comment period.
- C. Staff Support: (through December 2019)
  - 1. Lead Staffing Agency: King County will be the Staffing Agency through December 2019.
  - 2. Responsibilities: The Staffing Agency will provide general administrative and program support for the ETP.
    - a. maintaining the board membership rosters and distribution lists;
    - b. arranging for board meetings, including scheduling, agendas and rooms;
    - c. collecting, administering and disbursing board dues;
    - d. providing board meeting support to the chair(s) or co-chairs and vice chair(s);
    - e. attending board meetings; and

f. preparing board meeting summaries.

D. Other Support: Each member jurisdiction is expected to contribute such staff as is necessary to accomplish agreed upon tasks. All TAC members shall share responsibility for the drafting of materials and recommendations.

E. Cost Sharing Guidelines:

1. Yearly Dues: The board members shall pay a minimum \$100 per voting member in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by non-voting members, will be determined by the board and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the board. The designated Lead Agency shall not be required to pay yearly dues.
2. Annual Review of Financing: The board shall determine by June 30 of each year whether additional annual dues above \$100 per voting member will be required of the board member jurisdictions for the following year.
3. Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for other than King County to recuse itself from further financial obligations. Recused members, or by a method as determined by action of the board, may not vote on determining the additional financial contribution or uses for the additional funds.
4. Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.



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

**AB 5359  
November 6, 2017  
Regular Business**

**2018 COMPREHENSIVE PLAN AMENDMENT  
FINAL DOCKET**

**Proposed Council Action:**

Adopt Resolution No. 1534 establishing the 2018 Comprehensive Plan amendment final docket.

<b>DEPARTMENT OF</b>	Development Services Group (Evan Maxim)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Oct. 18, 2016 Memo to Planning Commission with Attachments 2. Proposed Resolution No. 1534
<b>2017-2018 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

Mercer Island City Code section 19.15.050(D)(1) establishes a docketing process for the development of a Comprehensive Plan amendment “work program” for the following year. The docketing process requires that the Planning Commission review the preliminary docket of proposed Comprehensive Plan amendments requested by the City and submitted by private parties and make a recommendation to the City Council of which proposed amendments should be further analyzed and acted upon in 2018.

On October 18, 2017, following a review of the preliminary docket prepared by staff (Exhibit 1), the Planning Commission recommended the addition of two additional docket items:

1. Develop goals and policies supporting disaster planning and recovery.
2. Develop goals and policies to promote universal design, disability access, and age friendly planning on Mercer Island.

The Planning Commission recommended by a 7-0 vote that all of the amendment requests on the preliminary docket be moved forward to the final docket. The complete list of docket items is contained in Exhibit 2. The Planning Commission found that all proposals met the following criteria (from MICC 19.15.050(E)):

1. *The request has been filed in a timely manner, and either:*
  - a. *State law requires, or a decision of a court or administrative agency has directed, such a change;*  
*or*
  - b. *All of the following criteria are met:*
    - i. *The proposed amendment presents a matter appropriately addressed through the comprehensive plan;*

- ii. *The city can provide the resources, including staff and budget, necessary to review the proposal, or resources can be provided by an applicant for an amendment;*
- iii. *The proposal does not raise policy or land use issues that are more appropriately addressed by an ongoing work program item approved by the city council;*
- iv. *The proposal will serve the public interest by implementing specifically identified goals of the comprehensive plan or a new approach supporting the city's vision; and*
- v. *The essential elements of the proposal and proposed outcome have not been considered by the city council in the last three years. This time limit may be waived by the city council if the proponent establishes that there exists a change in circumstances that justifies the need for the amendment.*

The City Council's role in the docketing process is described in MICC 19.15.050(D)(1)(d):

*"The city council shall review the preliminary docket at a public meeting. By December 31, the city council shall establish the final docket based on the criteria in subsection E of this section. Once approved, the final docket defines the work plan and resource needs for the following year's comprehensive plan amendments."*

The threshold question for the City Council is whether the items on the preliminary docket should be further analyzed and considered by the Planning Commission, City Council, and community in 2018. The City Council is under no obligation to approve a proposed amendment just because it is on the final docket. The decision to actually amend the Comprehensive Plan will come in 2018 after SEPA environmental review, consideration of each item by the Planning Commission and City Council, and public hearing(s).

The final docket should be adopted by resolution (Exhibit 2). Following City Council adoption of the final docket, the docket will serve as part of the work program for the Planning Commission and staff for 2018.

## **RECOMMENDATION**

*Planning Manager*

MOVE TO: Adopt Resolution No. 1534 adopting the 2018 Comprehensive Plan amendment final docket.



## **DEVELOPMENT SERVICES GROUP**

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

**TO:** Planning Commission

**FROM:** Evan Maxim, Planning Manager

**DATE:** October 18, 2017

**RE:** Preliminary Docket – 2018 Comprehensive Plan Amendments

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### **Summary**

The City is initiating the annual docketing process to identify potential Comprehensive Plan amendments, and accompanying amendments to the development regulations, for further review and action in 2018. The docketing process requires that the Planning Commission review the preliminary docket of proposed Comprehensive Plan amendment and make a recommendation to the City Council. The threshold question for the Planning Commission is whether the items on the preliminary docket should be further analyzed and considered by the Planning Commission, City Council, and community in 2018. Following adoption of a final docket by the City Council in November of 2017, the docket will serve as part of the work program for the Planning Commission for 2018.

### **Process**

The Mercer Island City Code (MICC) describes the formal process in subsection 19.15.050(D)(1) MICC:

*1. Preliminary Docket Review. By September 1, the city will issue notice of the annual comprehensive plan amendment cycle for the following calendar year. The amendment request deadline is October 1. Proposed amendment requests received after October 1 will not be considered for the following year's comprehensive plan amendment process but will be held for the next eligible comprehensive plan amendment process.*

- a. The code official shall compile and maintain for public review a list of suggested amendments and identified deficiencies as received throughout the year.*
- b. The code official shall review all complete and timely filed applications proposing amendments to the comprehensive plan and place these applications on the preliminary docket along with other city-initiated amendments to the comprehensive plan.*
- c. The planning commission shall review the preliminary docket at a public meeting and make a recommendation on the preliminary docket to the city council each year.*
- d. The city council shall review the preliminary docket at a public meeting. By December 31, the city council shall establish the final docket based on the criteria in subsection E of this*

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2018 Comprehensive Plan Amendment Preliminary Docket



*section. Once approved, the final docket defines the work plan and resource needs for the following year's comprehensive plan amendments.*

Public notice was provided on August 16, 2017 and the resulting proposed Comprehensive Plan Amendments are summarized below.

### **Public Comment**

Staff recommends that the Planning Commission provide an opportunity for the public to provide input on the proposed preliminary docket. It is suggested the Planning Commission allow for 3 minutes of speaking time per speaker prior to making a recommendation to the City Council.

### **Docket Criteria**

The City has established criteria for the evaluation of the preliminary docket, which should be considered by the Planning Commission in making their recommendation to the City Council. These criteria are contained in subsection 19.15.050(E)(1) MICC:

1. *The request has been filed in a timely manner, and either:*
  - a. *State law requires, or a decision of a court or administrative agency has directed, such a change; or*
  - b. *All of the following criteria are met:*
    - i. *The proposed amendment presents a matter appropriately addressed through the comprehensive plan;*
    - ii. *The city can provide the resources, including staff and budget, necessary to review the proposal, or resources can be provided by an applicant for an amendment;*
    - iii. *The proposal does not raise policy or land use issues that are more appropriately addressed by an ongoing work program item approved by the city council;*
    - iv. *The proposal will serve the public interest by implementing specifically identified goals of the comprehensive plan or a new approach supporting the city's vision; and*
    - v. *The essential elements of the proposal and proposed outcome have not been considered by the city council in the last three years. This time limit may be waived by the city council if the proponent establishes that there exists a change in circumstances that justifies the need for the amendment.*

Staff has confirmed that the preliminary docket items below have been filed in a timely manner.

### **Preliminary Docket**

The preliminary docket of Comprehensive Plan amendments is summarized in the following table.

One of the proposed amendments (item 8) has been proposed by private parties. Supporting material describing each amendment is contained in attachments A to this memorandum.

One of the proposed amendments (item 7) is also intended as a placeholder for possible Comprehensive Plan amendments coming out of the Planning Commission and City Council's review of the code amendments related to the Critical Areas code update. The Planning Commission will begin its review of these code amendments in 2017.

## 2018 Preliminary Comprehensive Plan Docket

Item No.	Proposed By	Potentially Affected Section, Goal or Policy	Summary of proposal
1	City	Land Use Element / Land Use Map	Update the Land Use Element / Land Use Map for clarity and accuracy of map designations
2	City	Capital Facilities Element / Capital Facilities Plan	Update the Capital Facilities Plan in conjunction with the budget
3	City	Transportation Element	Update to address traffic modeling, LOS, non-motorized, and I-90 changes.
4	City	Land Use Element	Add policy support for participation in the King County Public Benefit Rating System
5	City	Land Use Element	Develop goals and policies supporting the requirements of the City National Pollution Discharge Elimination System (NPDES) permit and supporting low impact development.
6	City	Land Use Element	Develop goals and policies supporting the cultural arts
7	City	Land Use Element	Critical areas ordinance update - placeholder
8	Citizen	Land Use Element / Land Use Map. Potentially Transportation & Housing Elements	Create a new land use map designation "Private Community Facilities" or similar, for the properties currently occupied by the JCC, French American School, and Herzl-Ner Tamid (approximately 18 acres). This amendment to be accompanied by a zoning map and zoning code amendment.

### Recommended Motion

Recommend approval of the preliminary docket of Comprehensive Plan Amendments to the City Council for creation of a final docket of Comprehensive Plan Amendments, for review in 2018.

### Alternative Motion

Recommend approval of items \_\_\_\_\_ of the preliminary docket of Comprehensive Plan Amendments to the City Council for creation of a final docket of Comprehensive Plan Amendments, for review in 2018.

**CITY OF MERCER ISLAND**  
**DEVELOPMENT SERVICES GROUP**  
 9611 SE 36TH STREET | MERCER ISLAND, WA 98040  
 PHONE: 206.275.7605 | [www.mercergov.org](http://www.mercergov.org)



CITY USE ONLY		
PERMIT #	RECEIPT #	FEE
CPA 17-002		434.66
Date Received:		<b>RECEIVED</b>

<b>DEVELOPMENT APPLICATION</b>	Received By: <b>SEP 29 2017</b>
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STREET ADDRESS/LOCATION 3801, 3700, 3795 E. Mercer Way		R-8.4, R-9.6, C-0
COUNTY ASSESSOR PARCEL #'S See Attached Exhibit A		PARCEL SIZE (SQ. FT.) Approximately 18 Acres
PROPERTY OWNER (required) Stroum Jewish Community Center	ADDRESS (required) 7795 E. Mercer Way	CELL/OFFICE (required) 206-930-7828 E-MAIL (required) rich@mhseattle.com
PROJECT CONTACT NAME G. Richard Hill	ADDRESS 701 Fifth Avenue, Ste. 6600, Seattle 98104	CELL/OFFICE 206-930-7828 E-MAIL rich@mhseattle.com
TENANT NAME	ADDRESS	CELL PHONE  E-MAIL

**DECLARATION: I HEREBY STATE THAT I AM THE OWNER OF THE SUBJECT PROPERTY OR I HAVE BEEN AUTHORIZED BY THE OWNER(S) OF THE SUBJECT PROPERTY TO REPRESENT THIS APPLICATION, AND THAT THE INFORMATION FURNISHED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

SIGNATURE *A. Van Hise*

DATE 9/29/17

**PROPOSED APPLICATION(S) AND CLEAR DESCRIPTION OF PROPOSAL (PLEASE USE ADDITIONAL PAPER IF NEEDED):**

See Attached Exhibit B

ATTACH RESPONSE TO DECISION CRITERIA IF APPLICABLE

**CHECK TYPE OF LAND USE APPROVAL REQUESTED:**

APPEALS	DEVIATIONS Continued	SUBDIVISION SHORT PLAT Continued
<input type="checkbox"/> Building (+cost of file preparation)	<input type="checkbox"/> Impervious Surface (5% Lot overage)	<input type="checkbox"/> Short Plat Amendment
<input type="checkbox"/> Land use (+cost of verbatim transcript)	<input type="checkbox"/> Shoreline	<input type="checkbox"/> Final Short Plat Approval
<input type="checkbox"/> Code Interpretation	<input type="checkbox"/> Wet Season Construction Moratorium	<b>VARIANCES (Plus Hearing Examiner Fee)</b>
<b>CRITICAL AREAS</b>	<b>ENVIRONMENTAL REVIEW (SEPA)</b>	<input type="checkbox"/> Type 1**
<input type="checkbox"/> Determination	<input type="checkbox"/> Checklist: Single Family Residential Use	<input type="checkbox"/> Type 2***
<input type="checkbox"/> Reasonable Use Exception	<input checked="" type="checkbox"/> Checklist: Non-Single Family Residential Use	<b>OTHER LAND USE</b>
<b>DESIGN REVIEW</b>	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Administrative Review	<b>SHORELINE MANAGEMENT</b>	<input type="checkbox"/> Code Interpretation Request
<input type="checkbox"/> Design Review – Major	<input type="checkbox"/> Exemption	<input checked="" type="checkbox"/> Comprehensive Plan Amendment (CPA)
<input type="checkbox"/> Design Review – Minor	<input type="checkbox"/> Semi-Private Recreation Tract (modification)	<input type="checkbox"/> Conditional Use (CUP)
<b>WIRELESS COMMUNICATIONS FACILITIES</b>	<input type="checkbox"/> Semi-Private Recreation Tract (new)	<input type="checkbox"/> Lot Line Revision
<input type="checkbox"/> Wireless Communications Facilities- 6409 Exemption	<input type="checkbox"/> Substantial Dev. Permit	<input type="checkbox"/> Lot Consolidation
<input type="checkbox"/> New Wireless Communications Facility	<b>SUBDIVISION LONG PLAT</b>	<input type="checkbox"/> Noise Exception
<b>DEVIATIONS</b>	<input type="checkbox"/> Long Plat	<input checked="" type="checkbox"/> Reclassification of Property (Rezoning)
<input type="checkbox"/> Changes to Antenna requirements	<input type="checkbox"/> Subdivision Alteration to Existing Plat	<input type="checkbox"/> ROW Encroachment Agreement (requires separate ROW Use Permit)
<input type="checkbox"/> Changes to Open Space	<input type="checkbox"/> Final Subdivision Review	<input checked="" type="checkbox"/> Zoning Code Text Amendment
<input type="checkbox"/> Fence Height	<b>SUBDIVISION SHORT PLAT</b>	
<input type="checkbox"/> Critical Areas Setback	<input type="checkbox"/> Short Plat	
	<input type="checkbox"/> Deviation of Acreage Limitation	

\*\*Includes all variances of any type or purpose in all zones other than single family residential zone: B, C-O, PBZ, MF-2, MF2L, MF-2L, MF-3, TC, P

\*\*\*Includes all variances of any type or purpose in single family residential zone: R-8.4, R-9.6, R-12, R-15

## DECISION CRITERIA SHEET

Describe the requested change to the current Mercer Island Comprehensive Plan. If possible, identify (by section: element, policy or goal) the existing provisions of the Code, which would be changed or identify (by section: element, policy or goal) where the proposed amendment would be located within the existing Comprehensive Plan. The decision criteria pursuant to ULDC 19.15.020(G) 1. listed below shall be addressed for any proposed Comprehensive Plan amendment. *Your response does not have to be limited to the space provided below and can be provided in a separate written response.*

- a. There exists obvious technical error in the information contained in the comprehensive plan;

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See Attachment B

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- b. The amendment is consistent with the Growth Management Act, the county-wide planning policies, and the other provisions of the comprehensive plan and city policies;

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See Attachment B

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- c. The amendment addresses changing circumstances of the city as a whole;

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See Attachment B

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- d. If the amendment is directed at a specific property, the following additional findings shall be determined:

- i. The amendment is compatible with the adjacent land use and development pattern;

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See Attachment B

---

- ii. The property is suitable for development in conformance with the standards under the potential zoning;

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See Attachment B

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

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See Attachment B

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## EXHIBIT A

3795 and 3801 E. Mercer Way

Tax Parcel Numbers: 265550-137, 265550-0115, 265550-167-02

Abbreviated Legal Description:

Ptn Lt 17, Blk 1, Fruitland Acres

3700 E. Mercer Way

Tax Parcel Numbers: 2107000010, 1515600010

Abbreviated Legal Description:

Addition Rec. In Vol. 75 of Plats, Page 24, & Lots 1 Thru 7, Channel Crest Recorded in Vol. 72 of Plats, Page 63, Together with that portion of tract A, Channel Crest, Vol. 72, Page 63, all in King County.

## EXHIBIT B

### APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

#### Proposed Application and Clear Description of Proposal:

This proposal affects three contiguous properties on Mercer Island located at 3801 E. Mercer Way (currently occupied by Stroum Jewish Community Center), 3700 E. Mercer Way (currently occupied by Herzl-Ner Tamid), and 3795 E. Mercer Way (currently occupied by French American School). The three properties together comprise approximately 18 acres.

The owners of the properties are interested in the possibility of working together to develop a comprehensive master plan to coordinate future development and improvement of the properties for continued private community facilities uses. The properties are currently designated on the Comprehensive Plan, and zoned, R-8.4, R-9.6, B and C-O. All three properties are proximate to the E. Mercer Way intersection with I-90. See Exhibit C, Vicinity Map and Existing Site Plan.

There is currently no private community facilities category in the City's Comprehensive Plan or Zoning Code. The applicants propose an Amendment to the City's Comprehensive Plan and Zoning Code to create a new Private Community Facilities designation that will enable the applicants to work with each other and with the City to develop a master plan for phased development of existing and future private community facilities on the properties, encompassing private school, religious institution, and non-profit community and recreational facilities. The applicants propose that these Plan and Zoning changes would accommodate flexible design and dimensional standards to encourage superior site and building design outcomes.

(a) How is the proposed amendment consistent with the Growth Management Act, the county-wide planning policies, and the other provisions of the Comprehensive Plan and City policies?

The proposed amendment is consistent with the Growth Management Act, RCW 36.70A, because it will facilitate development of private community facilities, including community centers, recreational facilities, schools and educational uses, serving Mercer Island urban residents within the urban area. Allowing comprehensive master planning of the properties will facilitate the efficient use of land. The proposed amendments are consistent with the county-wide planning policies for the same reasons.

The proposed amendments will further encourage and implement the City's Comprehensive Plan, in particular Land Use Goal 17.4, which recognizes that "social and recreation clubs, schools and religious institutions are predominantly located in single family residential areas of the Island," and that "development regulation should reflect the desire to retain valuable and healthy social, recreational, educational, and religious organizations as community assets which are essential for the mental, physical and spiritual health of Mercer Island."

(b) Is there an obvious technical error in the information contained in the Comprehensive Plan, or does the amendment address changing circumstances of the City as a whole?

The existing Comprehensive Plan does not have a designation for Private Community Facilities. Adding such a designation and applying it to the properties owned by the applicants

will correct a deficiency in the current Comprehensive Plan and assist in the implementation of Land Use Goal 17.4.

(c) Is the amendment directed at a specific property? If so, address the following questions:

1. Is the amendment compatible with the adjacent land use and development pattern?

Yes. The properties are adjacent to I-90 to the north, and residential zoned properties to the south, east and west. The uses proposed have been present on the site for many years and are recognized in the Comprehensive Plan as consistent with being located in single family residential areas of the Island. Land Use Goal 17.4

2. Is the property suitable for development in conformance with the standards under the potential zoning?

Yes. The properties are already developed for private community facilities. The amendments, if adopted, will ensure superior site planning and phased development with standards adopted to address pertinent City policies and priorities.

3. Will the amendment benefit the community as a whole and not adversely affect community facilities or the public health, safety, and general welfare.

The amendment will benefit the community as a whole and the public welfare by facilitating the renovation and improvement of site planning for the properties to serve as resources for the recreational, educational, and spiritual needs of Mercer Island.



## **EXHIBIT C**

# City of Mercer Island Zoning Map

**Legend**

	D Business
	C-O Commercial Offices
	PBZ Planned Business Zone
	R-8.4 Residential 8,400 sq. ft. lot
	R-9.6 Residential 9,600 sq. ft. lot
	R-12 Residential 12,000 sq. ft. lot
	R-15 Residential 15,000 sq. ft. lot
	MF-2 Multi Family Maximum density 38 units/acre
	MF-2L Multi Family Maximum density 26 units/acre
	MF-3 Multi Family Maximum density 26 units/acre
	TC Town Center
	P Public Institution

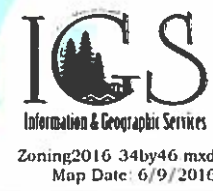
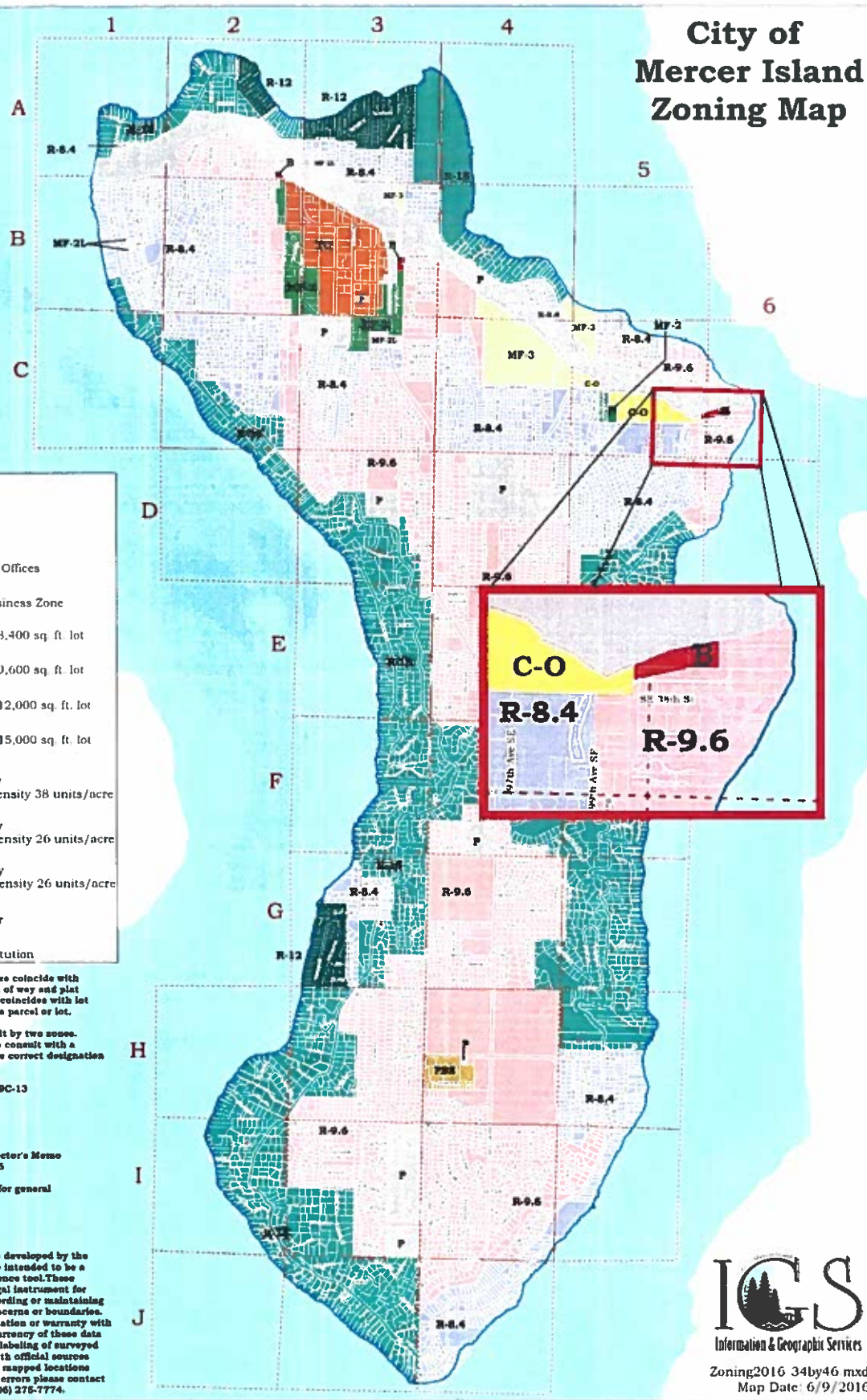
In general the zone boundaries coincide with the center of the public right of way and plat boundaries. In other areas it coincides with lot lines. In a few cases it splits a parcel or lot.

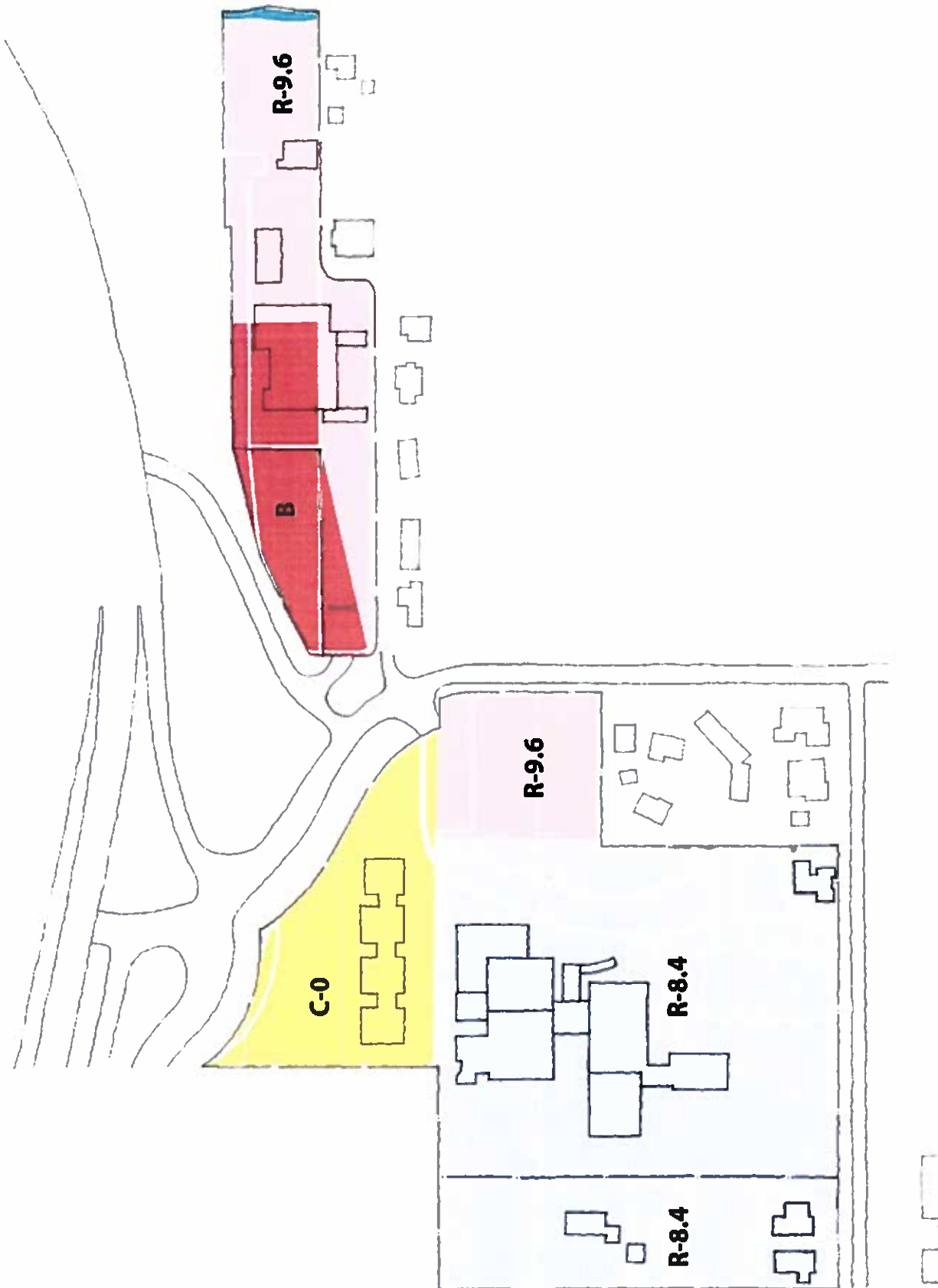
In some areas parcels are split by two zones. This is not a mistake. Please consult with a City planner to determine the correct designation for your property.

Original map Adopted: Ord 99C-13  
 Amended: Ord 00C-06  
 Amended: Ord 05C-13  
 Amended: Ord 13C-02  
 Amended: Ord 14C-07  
 Amended: Ord 14C-10  
 Amended: DR16-01 D8G Director's Memo dated 06/10/2016

The parcel layer is provided for general reference only.  
 Sources:  
 Parcels: 2016  
 Zoning: 2016

**Disclaimer:** These maps were developed by the City of Mercer Island and are intended to be a general purpose digital reference tool. These maps are not an accepted legal instrument for describing, establishing, recording or maintaining descriptions for property concerns or boundaries. The City makes no representation or warranty with respect to the accuracy or currency of these data sets, especially in regard to labeling of surveyed dimensions, or agreement with official sources such as records of survey, or mapped locations of features. For questions or errors please contact GIS at (206) 275-7770 or (206) 275-7774.





**CITY OF MERCER ISLAND  
RESOLUTION NO. 1534**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON,  
ESTABLISHING THE CITY'S 2018 COMPREHENSIVE PLAN AMENDMENT  
DOCKET**

WHEREAS, the City of Mercer Island is required to plan under the Growth Management Act of 1990, as amended, including adopting and regularly updating and amending its Comprehensive Plan; and

WHEREAS, the Growth Management Act allows the City to amend the Comprehensive Plan on an annual basis; and

WHEREAS, public notice of the opportunity to apply for Comprehensive Plan amendments for 2017 was provided on August 16, 2017; and

WHEREAS, on October 18, 2017, the City of Mercer Island Planning Commission held a public meeting to allow for interested parties to comment on a preliminary docket of amendments and made a recommendation to the Mercer Island City Council on a final docket of amendments to be considered in 2018; and

WHEREAS, on November 6, 2017, the Mercer Island City Council held a public meeting to consider the Planning Commission's recommended final docket of amendments to be considered in 2018;

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

1. The City Council directs City staff and the Planning Commission to analyze, study, and make recommendations to the City Council on the proposed Comprehensive Plan amendments listed on the final docket attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS REGULAR MEETING ON THE 6th DAY OF NOVEMBER 2017.

CITY OF MERCER ISLAND

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Bruce Bassett, Mayor

ATTEST:

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Allison Spietz, City Clerk

**RESOLUTION NO. 1534—EXHIBIT A**

**2018 Preliminary Comprehensive Plan Docket**

<b>Item No.</b>	<b>Proposed By</b>	<b>Potentially Affected Section, Goal or Policy</b>	<b>Summary of proposal</b>
1	City	Land Use Element / Land Use Map	Update the Land Use Element / Land Use Map for clarity and accuracy of map designations
2	City	Capital Facilities Element / Capital Facilities Plan	Update the Capital Facilities Plan in conjunction with the budget
3	City	Transportation Element	Update to address traffic modeling, LOS, non-motorized, and I-90 changes.
4	City	Land Use Element	Add policy support for participation in the King County Public Benefit Rating System
5	City	Land Use Element	Develop goals and policies supporting the requirements of the City National Pollution Discharge Elimination System (NPDES) permit and supporting low impact development.
6	City	Land Use Element	Develop goals and policies supporting the cultural arts
7	City	Land Use Element	Critical areas ordinance update - placeholder
8	Citizen	Land Use Element / Land Use Map. Potentially Transportation & Housing Elements	Create a new land use map designation “Private Community Facilities” or similar, for the properties currently occupied by the JCC, French American School, and Herzl-Ner Tamid (approximately 18 acres). This amendment to be accompanied by a zoning map and zoning code amendment.
9	Planning Commission	Land Use Element	Develop goals and policies supporting disaster planning and recovery.
10	Planning Commission	Housing Element	Develop goals and policies to promote universal design, disability access, and age friendly planning on Mercer Island



# PLANNING SCHEDULE

Please email the City Manager & City Clerk when an agenda item is added, moved or removed.

Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm. Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

NOVEMBER 6 (MONDAY)		DUE TO:	10/27 D/P	10/30 FN	10/30 CA	10/31 Clerk	
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER		
<b>EXECUTIVE SESSION (5:00-6:30 pm)</b>							
90	Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for one hour						
<b>SPECIAL BUSINESS (7:00 pm)</b>							
5	Youth Leadership Award Recognition						
<b>CONSENT CALENDAR</b>							
--	East Link Light Rail Seismic Retrofitting and Construction Staging at the Mercer Island Boat Launch for the I-90 East Channel Bridge			Kari Sand		Julie	
--	Set Date for Public Meeting to Consider the Hearing Examiner's Recommendation to Approve the Pratt Preliminary Long Plat (SUB16-007)			Nicole Gaudette		Julie	
--	2018-2021 Eastside Transportation Partnership (ETP) Interlocal Agreement			Kirsten Taylor		Julie	
<b>REGULAR BUSINESS</b>							
30	2018 Comprehensive Plan Amendment Final Docket			Evan Maxim		Julie	

NOVEMBER 21		DUE TO:	11/09 D/P	11/13 FN	11/13 CA	11/14 Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	Aubrey Davis Park Master Plan			Paul West		Julie
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>REGULAR BUSINESS</b>						
60	Public Meeting to Consider the Hearing Examiner's Recommendation to Approve the Pratt Preliminary Long Plat (SUB16-007)			Nicole Gaudette		Julie
60	2017-2018 Mid-Biennial Budget Review (Third Quarter 2017 Financial Status Report & Budget Adjustments, 2018 Utility Rates, and 2018 Property Tax Levy)			Chip Corder		Julie
15	Municipal Court Judge Reappointment			Julie Underwood		Kirsten
15	Town Center Banner Project Presentation & Agenda Bill			Kai Fulginiti		Kirsten
<b>EXECUTIVE SESSION</b>						
15	Executive Session for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b) for approximately 15 minutes.					

**NOVEMBER 28 – 6:00-7:30 PM (SPECIAL MEETING)**

Special Meeting - Legislative Priorities

**DECEMBER 5**DUE  
TO:11/22  
D/P11/27  
FN11/27  
CA11/28  
Clerk**ITEM TYPE | TIME | TOPIC****STAFF****SIGNER****RECEPTION (6:00-7:00 pm)**

60 Reception for Councilmember Grausz

**SPECIAL BUSINESS (7:00 pm)**

15 Recognition of Councilmember Grausz' Service to the Mercer Island Community

**CONSENT CALENDAR**

-- Roadside Shoulder Improvements, East Mercer Way Phase 10 Bid Award

Clint Morris

Chip

**PUBLIC HEARING****REGULAR BUSINESS**

30 2018 Legislative Priorities

Kirsten Taylor

Julie

30 2017 Comprehensive Plan Amendments (2nd Reading &amp; Adoption)

Evan Maxim

Julie

60 Last/First Mile Solutions

Julie Underwood

Kirsten

**EXECUTIVE SESSION****DECEMBER 19****POTENTIALLY CANCELED****2018****JANUARY 9 (2ND TUESDAY)**DUE  
TO:12/29  
D/P1/2  
FN1/2  
CA1/3  
Clerk**ITEM TYPE | TIME | TOPIC****STAFF****SIGNER****SPECIAL BUSINESS (7:00 pm)****CONSENT CALENDAR****PUBLIC HEARING****REGULAR BUSINESS**

30 2018 Legislative Priorities

Kirsten Taylor

Julie

**EXECUTIVE SESSION**

JANUARY 23 (4TH TUESDAY)			DUE TO:	1/12 D/P	1/15 FN	1/15 CA	1/16 Clerk
ITEM TYPE   TIME   TOPIC				STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>							
60	General Sewer Plan Update			A. Tonella-Howe			
<b>SPECIAL BUSINESS (7:00 pm)</b>							
<b>CONSENT CALENDAR</b>							
<b>PUBLIC HEARING</b>							
<b>REGULAR BUSINESS</b>							
<b>EXECUTIVE SESSION</b>							

JANUARY 26-27					
<b>2018 PLANNING SESSION (MICEC)</b>					

FEBRUARY 6			DUE TO:	1/26 D/P	1/29 FN	1/29 CA	1/30 Clerk
ITEM TYPE   TIME   TOPIC				STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>							
<b>SPECIAL BUSINESS (7:00 pm)</b>							
<b>CONSENT CALENDAR</b>							
<b>PUBLIC HEARING</b>							
<b>REGULAR BUSINESS</b>							
<b>EXECUTIVE SESSION</b>							



FEBRUARY 20		DUE TO:	2/09 D/P	2/12 FN	2/12 CA	2/13 Clerk
ITEM TYPE   TIME   TOPIC				STAFF		SIGNER
<b>RECEPTION (6:00-7:00 pm)</b>						
60	Reception for Thonon les Bains Exchange Students			Kirsten Taylor		
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

MARCH 6		DUE TO:	2/23 D/P	2/26 FN	2/26 CA	2/27 Clerk
ITEM TYPE   TIME   TOPIC				STAFF		SIGNER
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

MARCH 20		DUE TO:	3/09 D/P	3/12 FN	3/12 CA	3/13 Clerk
ITEM TYPE   TIME   TOPIC				STAFF		SIGNER
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						

<b>CONSENT CALENDAR</b>			
<b>PUBLIC HEARING</b>			
<b>REGULAR BUSINESS</b>			
<b>EXECUTIVE SESSION</b>			

**OTHER ITEMS TO BE SCHEDULED:**

- Code Enforcement Ordinance Update – A. Van Gorp
- Light Rail Station Design Oversight – J. Underwood
- Mercer Island Center for the Arts (MICA) Lease – K. Sand
- PSE Electric Franchise – K. Sand
- Zayo Telecom Franchise – K. Sand
- Parks Waterfront Structures Long-Term Planning – P. West
- Land Conservation Work Plan Update – A. Sommargren
- Interlocal Agreement for Fire, Rescue and Emergency Medical Services (Heitman)
- Critical Areas Scope of Work – S. Greenberg
- Open Space Vegetation Management – A. Sommargren
- ARCH Parity Goals – S. Greenberg
- Transportation Concurrency Code Amendment – S. Greenberg
- April 3: Public Hearing: Preview of 6-Year Transportation Improvement Program – C. Nelson
- May 1: Adoption of 6-Year Transportation Improvement Program – C. Nelson

**COUNCILMEMBER ABSENCES:**

- Wisenteiner: November 21

**MISD BOARD JOINT MEETING DATES:**

- Thursday, April 26, 2018, 5:00-6:45 pm