

AMENDED



CITY OF MERCER ISLAND CITY COUNCIL MEETING AGENDA

Monday
April 17, 2017
5:00 PM

Mayor Bruce Bassett

Deputy Mayor Debbie Bertlin

Councilmembers Dan Grausz, Jeff Sanderson,

Wendy Weiker, David Wisenteiner
and Benson Wong

Contact: 206.275.7793, council@mercergov.org
www.mercergov.org/council

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

"Appearances" is the time set aside for members of the public to speak to the City Council
about any issues of concern. If you wish to speak, please consider the following points:

(1) speak audibly into the podium microphone, (2) state your name and address for
the record, and (3) limit your comments to three minutes.

Please note: the Council does not usually respond to comments during the meeting.

REGULAR MEETING

CALL TO ORDER & ROLL CALL, 5:00 PM

AGENDA APPROVAL

EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i)
for 60 minutes

STUDY SESSION, 6:00 PM

- (1) AB 5285 SE 40th Street Traffic Analysis - Island Crest Way to 88th Ave SE (45 minutes)
- (2) AB 5287 2017-2018 City Council Goals and Work Plan (45 minutes)

APPEARANCES, 7:30 PM

CONSENT CALENDAR

- (3) Payables: \$372,720.52 (04/06/17)
Payroll: \$801,944.04 (03/31/17), \$836,659.11 (04/14/17)
Minutes: February 4, 2017 Planning Session Minutes, March 20, 2017 Regular Meeting Minutes, April 3, 2017
Regular Meeting Minutes, April 10, 2017 Special Meeting Minutes
AB 5268 Regional Animal Service of King County Interlocal Agreement

REGULAR BUSINESS

- (4) AB 5282 I-90 Loss of Mobility Status Report & Funding Options for Litigation & Other Costs
- (4a) AB 5288 Adopt Interim Zoning Ordinance to Amend the I-90 Right of Way Portion of the P-zone to Allow Light
Rail Facilities as a Permitted Use
- (5) AB 5277 Island Crest Park Sportsfield Improvements Bid Award
- (6) AB 5286 Interlocal Agreement with Mercer Island School District for the Use, Maintenance, and Improvements
of Certain School District Sports Fields

OTHER BUSINESS

Councilmember Absences
Planning Schedule
Board Appointments
Councilmember Reports

ADJOURNMENT



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

**AB 5285
April 17, 2017
Study Session**

**SE 40TH STREET TRAFFIC ANALYSIS - ISLAND
CREST WAY TO 88TH AVE SW**

Proposed Council Action:

No action necessary. Receive report.

DEPARTMENT OF

Public Works (Anne Tonella-Howe)

COUNCIL LIAISON

n/a

EXHIBITS

1. Vicinity Map
2. SE 40th Street Traffic Analysis Memo
3. SE 40th Street at 86th Ave SE CIP Project Sheets

APPROVED BY CITY MANAGER

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

SUMMARY

In December 2016, staff hired traffic consultant KPG to complete a traffic study and operational assessment of the SE 40th Street corridor between Island Crest Way (ICW) and 88th Ave SE. The study is complete and during Monday's Study Session, staff and KPG will be available to discuss the results including:

- Staff's recommendation to not construct a dedicated right-turn lane at 86th Ave SE and to continue to monitor queue lengths and operations;
- Staff's recommendation to complete phase 2 work including curb, gutter, sidewalk and asphalt overlay on SE 40th St as adopted in the 2017-2018 CIP.

BACKGROUND

During the 2017-2022 Transportation Improvement Program (TIP) process Council asked staff to revisit the SE 40th Street Corridor (east of Island Crest Way) project in-light of the anticipated opening of the Northwood Elementary School (Northwood). As part of the public comment period during the TIP, the City received numerous comments about improving pedestrian safety at the intersection of SE 40th St and 86th Ave SE. Public comment was primarily focused on improving safety for children walking to Northwood.

At the June 6, 2016 Council meeting (AB 5184, 2017-2022 Transportation Improvement Program Preview & Public Hearing) staff presented alternatives to the construction of the SE 40th Street Corridor project. Staff's recommendation was to phase improvements, with a first phase focused on safety improvements and a second phase focused on improving traffic circulation, reducing queuing, and providing separation between the roadway and sidewalk.

Based on the analysis completed by KPG, providing dedicated left-turn lanes with protected left-turns for both eastbound and westbound SE 40th St traffic would improve pedestrian and vehicle safety. Council

supported staff's recommendation and advised staff to proceed with design and construction of the left-turn lanes as phase 1.

Council requested that staff monitor the eastbound traffic queues toward Island Crest Way, adjust signal timing to the extent possible to manage queue lengths, and report back to the Council in early 2017 with the monitoring results before beginning any work on the phase 2 improvements.

PHASE 1

The left-turn lane construction was completed in September 2016 for \$64,019. It took several weeks for drivers to adapt, due to the changes in traffic patterns created with the opening of Northwood and the channelization of SE 40th St. In December 2016, staff retained KPG to complete a traffic study of the SE 40th Street corridor between Island Crest Way and 88th Ave SE. The cost for consultant services for this study was \$11,000. The primary objectives of the study included the evaluation of the current traffic conditions, the assessment of whether adding an eastbound right turn lane at the 86th Ave SE/SE 40th St intersection is needed, and the identification of other safety and operational improvements. Traffic counts were collected in December 2016 and in February 2017. Several site visits were also conducted to observe traffic patterns and driver behavior within the project area. Refer to Exhibit 2 for the full report.

Study findings

Several findings regarding operations and other safety concerns were identified as part of this study. These findings are summarized below:

- Intersections along the SE 40th St corridor operate at Level of Service (LOS) D or better during the AM and PM peak hours.
- The SE 40th St corridor experiences significant congestion and queuing for approximately 10-15 minutes at the start and end of both the Elementary School and High School days. Following these short periods of time, traffic operations return to normal.
- During the AM and PM Elementary School peaks, the all-way stop-controlled intersection at 88th Ave SE is a primary cause of congestion in the corridor. High volumes of vehicles and pedestrians result in poor traffic operation and queuing. Crossing students in groups reduces conflicts and vehicle queues.
- For the 10-15 minutes following the end of the High School day, delays at the Island Crest Way intersection cause westbound congestion along SE 40th St.

The results of the study indicate that the SE 40th St corridor between Island Crest Way and 88th Ave SE operates reasonably well under current traffic conditions, except for the peak AM and PM periods of time at the start and end of both the Elementary School and High School days. Minor operational improvements will continue to be evaluated to improve traffic flow within this corridor. Staff will continue to work with the Mercer Island School District transportation staff regarding traffic operational concerns related to school operations.

Eastbound right turn lane

The results of the assessment, found that the addition of an eastbound right turn lane at 86th Ave SE/ SE 40th St intersection would provide only a small reduction in delays and eastbound queue length. The assessment also found that this dedicated lane would not totally resolve queuing along SE 40th St in the eastbound direction. Most of the eastbound queues are primarily caused by queues originating from the 88th Ave SE intersection rather than by high traffic volumes wanting to turn right onto 86th Ave SE.

Staff and KPG recommend delaying construction of the eastbound right turn lane at the 86th Ave SE intersection and continuing to monitor intersection operations and eastbound queues to determine if it is needed in the future.

PHASE 2

In addition to the dedicated right turn lane, Phase 2 work also included new concrete curb and gutter (85th to 88th Ave SE) and sidewalk (86th to 88th Ave SE) on the north side of SE 40th St and an asphalt roadway overlay. These proposed improvements are needed to improve pedestrian safety and improve roadway conditions along SE 40th St. Per the 2016 Pavement Condition Index, SE 40th St scored 73, placing this street on the low end of the satisfactory rating. SE 40th St carries high volumes of traffic and larger numbers of pedestrians than any other east-west street, necessitating a more urban treatment to make both vehicle and pedestrian travel safe and efficient.

At the July 5, 2016 Council meeting, staff recommended splitting the SE 40th Street Corridor (E. of ICW) project into two projects, pending the results of the Phase 1 monitoring (AB 5194: Adoption of the 2017-2022 TIP Work Plan):

- 1) SE 40th St/86th Ave SE Intersection (west leg)
- 2) SE 40th from St 86th Ave SE to 88th Ave SE (east leg)

These two projects were approved in the 2017-2018 Capital Improvement Program (CIP) for design in 2017 and construction in 2018.

NEXT STEPS

Absent the dedicated right turn lane, staff recommends moving forward with the remaining scope of work for Phase 2 (curb, gutter, sidewalk, asphalt roadway overlay) as budgeted in the CIP. By delaying the right turn lane and eliminating it from the scope of work, the overall complexity of the project and time for right-of-way acquisition is reduced. Thus, staff also recommends combining these two projects (west leg and east leg) into a single project for ease of design and construction. The 2018-2023 TIP is currently underway with the preview and public hearing scheduled for the May 15 Council meeting. Feedback received tonight will be incorporated into the TIP.

KPG and staff will have a short presentation on Monday night and will be available to answer any questions.

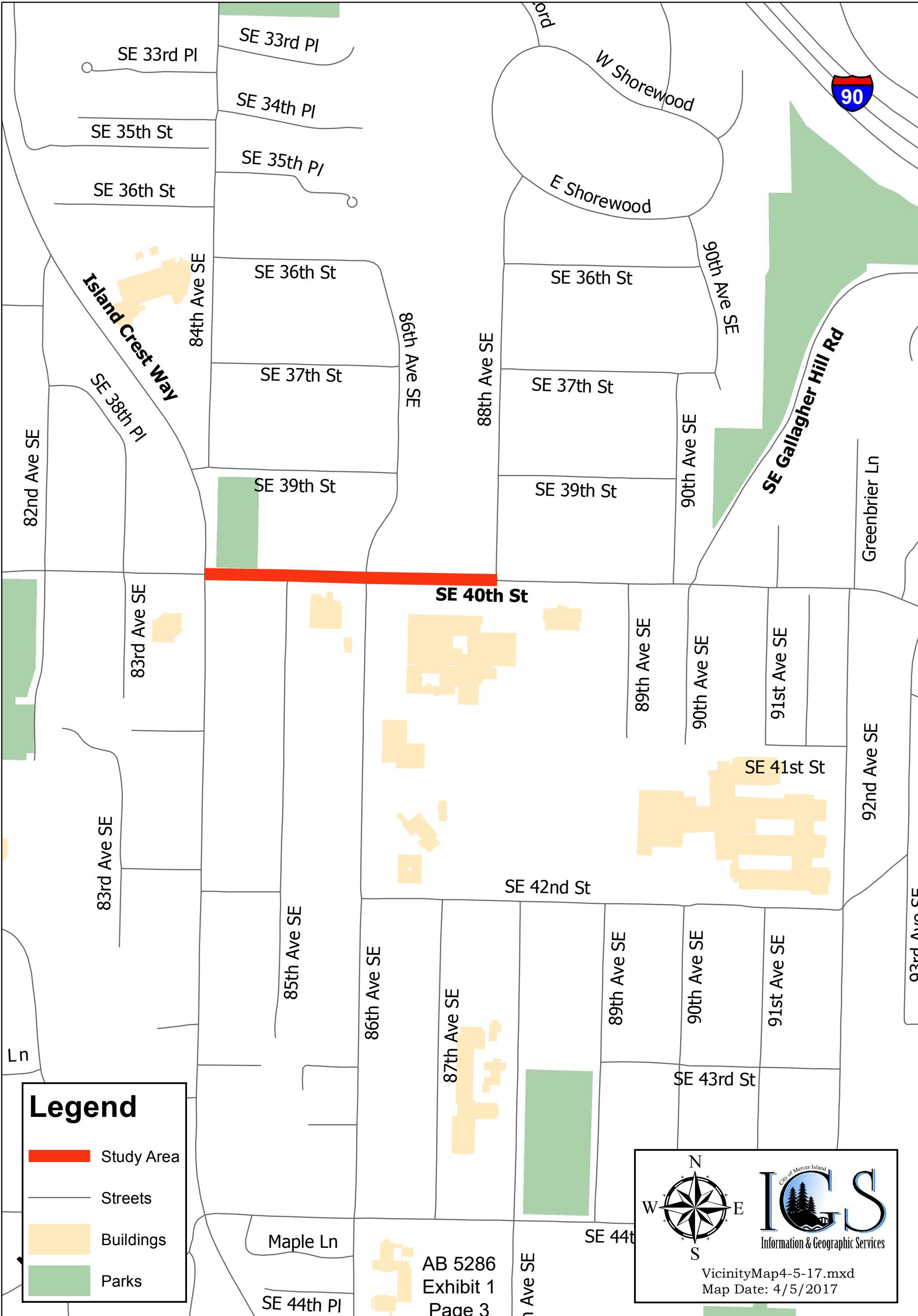
RECOMMENDATION

Assistant City Engineer

No action necessary. Receive report

Vicinity Map

SE 40th St and Island Crest Way to 88th Ave SE Traffic Analysis



Memorandum

To: Anne Tonella-Howe, PE
City of Mercer Island Public Works

From: Michael Lapham and John Davies, KPG

Date: April 5, 2017

Re: SE 40th Street Traffic Analysis - Island Crest Way to 88th Avenue SE

In the fall of 2016, the Northwood Elementary School opened at the southeast corner of SE 40th Street and 86th Avenue SE. In advance of the school opening, pedestrian and vehicle safety improvements were constructed at the signalized intersection of 86th Avenue SE/SE 40th Street. This intersection is located on the crest of a hill that limits sight distance for vehicles traveling eastbound and westbound on SE 40th Street. The intersection improvements included adding protected phasing for eastbound and westbound left turns, meaning left turning vehicles have a green arrow and can make a left turn without a potential conflict from on-coming traffic or pedestrians in the crosswalk. To enable the protected left turn phasing, a westbound left turn lane was added and the eastbound approach was changed to an exclusive left turn lane and a shared through/right turn lane.

The primary objectives of the study include the evaluation of current traffic conditions, the assessment of whether adding an eastbound right turn lane at the 86th Avenue SE/SE 40th Street intersection is needed (see last row in the diagram to the right), and the identification of other safety and operations improvements.

The SE 40th Street corridor experiences congestion during the start of and finish of the Northwood Elementary School and Mercer Island High School. The previous traffic study for the SE 40th Street corridor used traffic volume projections from the Transportation Impact Analysis for the Northwood Elementary School (June 2014). To better understand the traffic operations along SE 40th Street following the opening of two school projects, this new analysis is being conducted using traffic counts collected in December 2016 and February 2017.

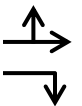


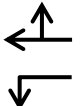

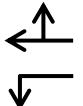
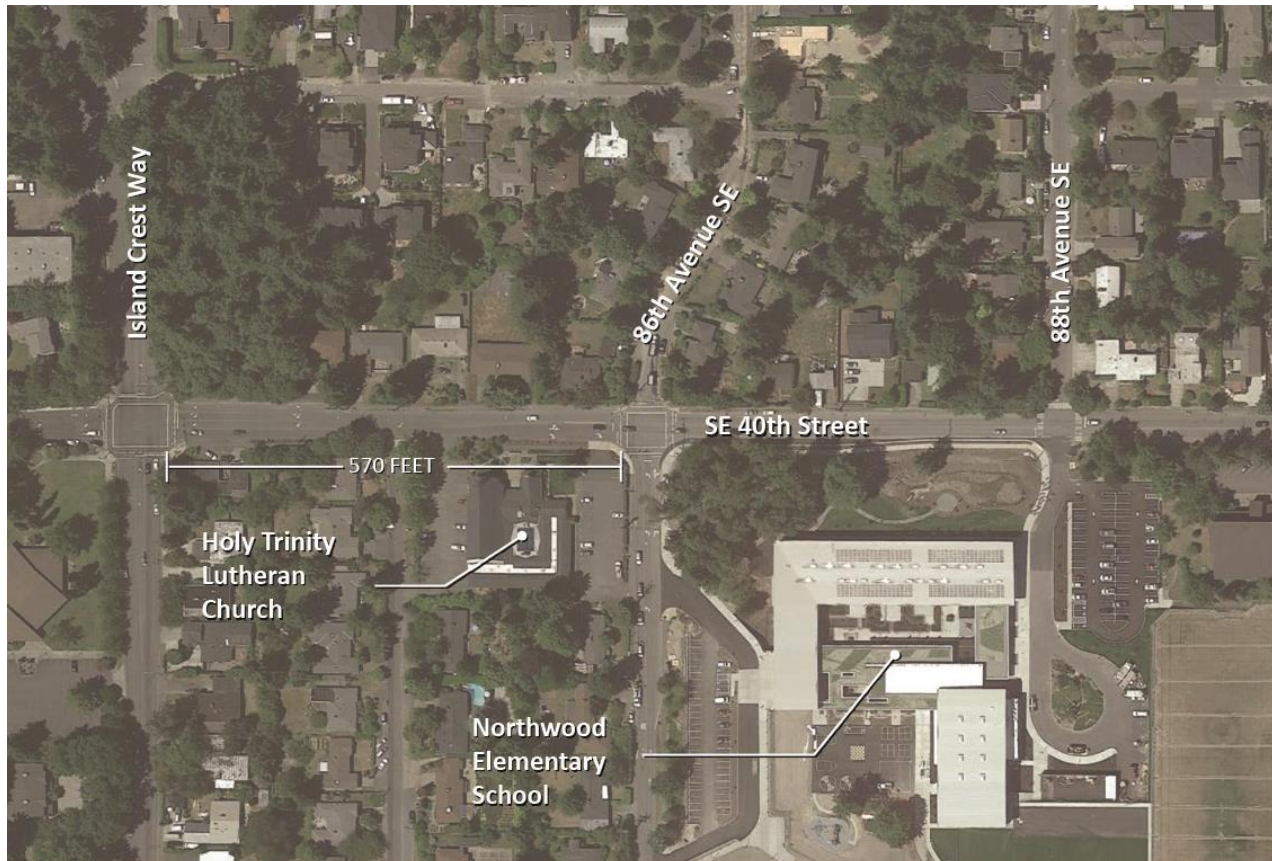
86th Ave SE/SE 40th St Intersection	
Eastbound Lane Channelization	Westbound Lane Channelization
Previous Configuration	
	
New Configuration With Elementary School	
	
Eastbound Right Turn Lane Alternative	
	

Figure 1 shows the SE 40th Street study area from Island Crest Way to 88th Avenue SE.

Figure 1. Study Area



Traffic Analysis Time Periods

The analysis focuses on three peak hour periods to understand operations along SE 40th Street. The following describes each of the peak hours used in the study:

- AM Peak Hour – 7:30 AM to 8:30 AM. This period represents the peak hour of the morning commute and includes start of the Mercer Island High School.
- School PM Peak Hour – 3:30 PM to 4:30 PM. This period represents the end of the school day for the Northwood Elementary School (3:45 PM).
- Commute PM Peak Hour – 4:00 PM to 5:00 PM. This represents the evening commute hour.

The analysis also evaluates the peak 15-minute periods surrounding the start and end of the High School and Elementary School to better assess traffic conditions during the busiest periods of the day. These peak periods are the morning (7:45-8:00 AM) and afternoon (3:00-3:15 PM) peaks for the High School and the morning (9:05-9:20 AM) and afternoon (3:45-4:00 PM) peaks for the Elementary School.

Intersection Level of Service (LOS)

LOS is a measurement of the quality of traffic flow or traffic congestion. Intersection LOS is defined by the average seconds of delay experienced by vehicles traveling through the intersection. The intersection LOS ranges from A to F, with LOS A assigned when minimal delays are present and LOS F when lengthy delays occur. **Table 1** shows the LOS criteria for signalized and unsignalized intersections.

Table 1. LOS Criteria for Signalized and Unsignalized Intersections

Level of Service	Signalized Average Delay per Vehicle (seconds)	Unsignalized Average Delay per Vehicle (seconds)
A	0 to 10	0 to 10
B	10 to 20	10 to 15
C	20 to 35	15 to 25
D	35 to 55	25 to 35
E	55 to 80	35 to 50
F	> 80	> 50

Source: 2010 Highway Capacity Manual

Existing Traffic Operations

Synchro traffic analysis software was used to calculate LOS for the two signalized intersections at Island Crest Way/SE 40th Street and 86th Avenue SE/SE 40th Street. To capture the effect of the high volumes of pedestrian crossings, the SimTraffic traffic simulation model was used to analyze LOS at the all-way stop-controlled intersection at 88th Avenue SE/SE 40th Street. The models were calibrated based on field observations of vehicle delays and queues lengths.

Table 2 shows the LOS and average delay at each of the study intersections based on the 2016/2017 traffic volumes. The Island Crest Way/SE 40th Street intersection experiences the longest delays, operating at LOS D during all three peak hours. The 86th Avenue SE/SE 40th Street and 88th Avenue SE/SE 40th Street intersections operate at LOS C or better during the three peak hours.

Table 2. Existing LOS and Delay for Peak Hours

Intersection	AM Peak Hour		School PM Peak Hour		Commute PM Peak Hour	
	LOS	Delay (seconds)	LOS	Delay (seconds)	LOS	Delay (seconds)
Island Crest Way/SE 40th St	D	40	D	37	D	43
86th Ave SE/SE 40th St	C	29	C	25	C	20
88th Ave SE/SE 40th St*	B	11	C	23	B	12

HCM 2010 Methodology. *Unsignalized (all-way stop) intersection LOS and delay based on SimTraffic simulation.

Analysis of School Peak 15 Minute Periods

The SE 40th Street corridor experiences the most congestion during Elementary School and High School start and dismissal times, when there are high volumes of school-related traffic and pedestrian activity within a short time period. To provide a clear analysis of these conditions, the 15-minute periods surrounding the morning start and afternoon dismissal of both the Elementary School and High School were analyzed using Synchro and SimTraffic simulation software. This simulation analysis captures the effect of vehicle and pedestrian crossing activity and the interaction of vehicle queues between intersections.

Table 3 shows the intersection LOS and delay during the AM and PM peak 15-minute periods for the Northwood Elementary School and Mercer Island High School.

Table 3. Existing LOS and Delay for Elementary and High School Peak 15 Minute Periods

Intersection	High School AM Peak 15 min (7:45-8:00 AM)		Elementary School AM Peak 15 min (9:05-9:20 AM)		High School PM Peak 15 min (3:00-3:15 PM)		Elementary School PM Peak 15 min (3:45-4:00 PM)	
	LOS	Delay (seconds)	LOS	Delay (seconds)	LOS	Delay (seconds)	LOS	Delay (seconds)
Island Crest Way/ SE 40th St	D	45	D	35	D	37	D	40
86th Ave SE/ SE 40th St	C	31	C	26	C	23	C	24
88th Ave SE/ SE 40th St*	C	18	D	28	E	37	F	52

HCM 2010 Methodology. *Unsignalized (all-way stop) intersection LOS and delay based on SimTraffic simulation.

88th Avenue SE/SE 40th Street - The results of the traffic analysis show that the all-way stop-controlled intersection at 88th Avenue SE/SE 40th Street operates at LOS F during 15 minutes following the Elementary School dismissal. This is due to high eastbound and westbound traffic volumes, buses exiting the Elementary School driveway, and high pedestrian crossing volumes that result in significant eastbound and westbound queues on SE 40th Street (shown in photo to the right). Similarly, during the 15 minutes following the High School dismissal, the intersection operates at LOS E, due to the high eastbound and westbound traffic volumes, and student vehicles exiting the school driveway.



SE 40th Street, looking east from
86th Avenue SE

During the Elementary School peaks, the crossing guards at the intersection have been trained to hold students and cross them in groups rather than individually as they arrive. Crossing in groups makes the students more visible and improves

safety. Both the morning and afternoon Elementary School peaks would experience longer delays and queues if the crossing guards do not continue to group pedestrians.

86th Avenue SE/SE 40th Street - The intersection operates at LOS C for all analysis periods, but can be adversely affected by queues from either the 88th Avenue SE/SE 40th Street or the Island Crest Way/SE 40th Street intersections. During Elementary School peak periods, crossing guards use the traffic signals to cross students during the pedestrian phase of the signal. In discussions with the crossing guards, vehicles making right turns on red and permitted left and right turns, may be looking for gaps in traffic flow and may not yield to pedestrian.

Island Crest Way/SE 40th Street - The intersection operates at LOS D for all analysis periods. During the 15 minutes following the High School dismissal, westbound traffic approaching the Island Crest Way/SE 40th Street intersection experiences significant queuing, resulting in queues that can extend through the corridor and in some cases, past the 88th Avenue SE/SE 40th Street intersection.

For all four school peak periods, the duration of the traffic congestion and queuing lasts for 10 to 15 minutes and then returns to acceptable levels.

Evaluation of Eastbound Right Turn Lane at the 86th Avenue SE/SE 40th Street Intersection

The traffic analysis evaluated the necessity of adding a 100' eastbound right turn lane at the 86th Avenue SE/SE 40th Street intersection. The right turn lane would improve intersection operations and reduce queue lengths, but would result in right-of-way impacts to the Holy Trinity Lutheran Church located in the southwest corner of the intersection.

Table 4 shows the traffic operations and 95th percentile vehicle queue lengths (feet) without and with the eastbound right turn lane during each of the four school 15-minute peak periods. Results show limited benefits to LOS, delay and eastbound queue lengths. There is approximately 570' between 86th Avenue SE and Island Crest Way.

Table 4. 86th Ave SE/SE 40th St Intersection Without and With Eastbound Right Turn Lane

15 minute Period	Without Right Turn Lane		With Right Turn Lane	
	LOS/Delay	Eastbound Approach 95th% Queue*	LOS/Delay	Eastbound Approach 95th% Queue*
High School AM Peak	C/31	490'	C/28	390'
Elementary School AM Peak	C/26	300'	B/19	250'
High School PM Peak	C/23	230'	C/20	170'
Elementary School PM Peak	C/24	430'	C/21	380'

*The 95th percentile queue means that 95 percent of the time the queue would be this length or less, and 5 percent of the time the queue length would be longer.

The longest eastbound queues occur during the High School AM peak when students arrive for the start of school. The existing 95th percentile queue without the right turn lane is 490', with an

average travel time of 39 seconds to reach 86th Avenue SE. The addition of a right turn lane would reduce the eastbound queue length to 390' and shorten the average travel time to 33 seconds.

During the Elementary School PM peak, the signal timing at the 86th Avenue SE/SE 40th Street intersection provides adequate time for eastbound right turns to occur during the green phase. The eastbound queues are primarily caused by queues originating from the 88th Avenue SE/SE 40th Street intersection spilling back and blocking traffic at the 86th Avenue SE intersection.

Warrant Analysis

The Manual on Uniform Traffic Control Devices (MUTCD) was used to identify if conditions would warrant a new traffic signal at the 88th Avenue SE/SE 40th Street intersection. The count data shows that 88th Avenue SE/SE 40th Street intersections does not meet the thresholds for meeting criteria for either the traffic volume (8-hour, 4-hour or peak 1-hour) or pedestrian crossing warrants. Traffic volumes at the intersection would have to increase by approximately 250 vehicles per hour in order to meet signal warrants.

Signal Timing

The signal timing plans for the intersections of Island Crest Way/SE 40th Street and 86th Avenue SE/SE 40th Street change throughout the day. The two signals use coordinated timing during peak commute hours, and are actuated (free) or non-coordinated during the midday and off-peak hours:

- Peak commute periods (7:30-8:30 AM and 4:30-6:30 PM) operate using coordinated plans to accommodate east-west traffic on SE 40th Street.
- School peak periods (8:30-9:30 AM and 2:45-4:30 PM) operate using actuated (non-coordinated) signal operation.
- Off-peak (midday and night) hours, operate using actuated (non-coordinated) signal operation.

Review of the 4:30-6:30 PM peak signal timing found that actuated (non-coordinated) signal timing would better fit the traffic volumes and arrival patterns during this period. Actuated timing will improve operations at both the Island Crest Way/SE 40th Street and 86th Avenue SE/SE 40th Street intersections, and will shorten north-south vehicle and pedestrian wait times at 86th Avenue SE. **Table 5** compares the operations between the existing coordinated signal timing and actuated signal timing for the signals at Island Crest Way and 86th Avenue SE.

Table 5. PM Peak Hour Traffic Operations with Coordinated Timing and Actuated Timing

Intersection	With Coordinated Timing		With Actuated Timing	
Island Crest Way/SE 40th St	D	44	D	39
86th Ave SE/SE 40th St	C	20	B	19

Study Findings

- Intersections along the SE 40th Street corridor operate at LOS D or better during the AM and PM peak hours.
- The corridor experiences significant congestion and queuing for 10-15 minutes surrounding the start and end of both the Elementary School and High School. Following these short periods, traffic operations return to normal.
- During the AM and PM elementary school peaks, the all-way stop-controlled intersection at 88th Avenue SE/SE 40th Street is a primary cause of congestion in the corridor. High volumes of vehicles and pedestrians result in poor traffic operation and queuing. Crossing students in groups reduces conflicts and vehicle queues.
- For the 10-15 minutes following the end of the High School day, delays at the Island Crest Way/SE 40th Street intersection cause westbound congestion along SE 40th Street.
- The addition of an eastbound right turn pocket at the 86th Avenue SE/SE 40th Street intersection would provide a small reduction in delays and eastbound queue lengths.

Recommendations

- Delay construction of the eastbound right turn pocket at the 86th Avenue SE/SE 40th Street intersection, and monitor intersection operations and eastbound queues to determine if it is needed in the future.
- Change the 4:30-6:30 PM peak signal timing from coordinated to actuated signal timing to better fit the traffic volumes. This change will improve operations at both the Island Crest Way/SE 40th Street and 86th Avenue SE/SE 40th Street intersections, and will shorten north-south vehicle and pedestrians delays at 86th Avenue SE.
- Maintain coordinated signal timing during the AM peak hour of 7:30-8:30 AM.
- To address observed westbound queuing during the High School PM peak period, revise the signal timing at the Island Crest Way/SE 40th Street intersection to increase the maximum amount of green time for the westbound approach by 5 seconds (from 45 to 50 seconds). This would apply to the 2:45-4:30 PM time period and would have minimal impact to the overall intersection performance.
- At the 86th Avenue SE/SE 40th Street intersection, consider adding signs to all approaches to remind turning vehicles to yield to pedestrians in the crosswalk.
- Provide on-going support to the school district including supplemental training of crossing guards to facilitate pedestrian crossings and reduce vehicle queues at 88th Avenue SE.
- Continue to monitor the operations and safety of the SE 40th Street corridor, including reviewing signal timing, collision data, and school transportation practices and policies.



Modified R10-15 Sign

Capital Improvement Program

SE 40th Street at 86th Ave SE (West Leg)

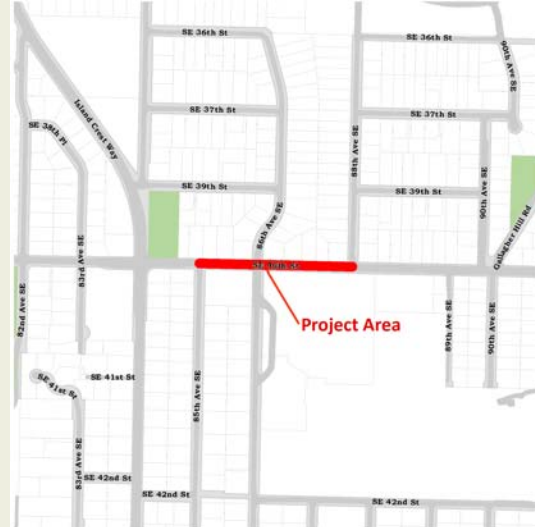
Project Manager: C. Morris

Approved ID: WR517R

Total Exp (thousands): 914

Project Description: Widen the west leg of the intersection to provide a dedicated right-turn only lane for EB to SB traffic and install curb & gutter on the north side between 85th Ave SE & 86th Ave SE.

Project Image/Map:



Business Need: SE 40th Street is the main east-west arterial for the Island. The circulation and safety for bicyclists, pedestrians and vehicles needs improvement.

Existing Conditions: Traffic volumes along SE 40th are creating a need for additional lanes and curbing to facilitate the safe movement of pedestrians, cyclists and vehicles.

Prior Council Review: 2017-2022 Transportation Improvement Plan

Expenditure (\$1,000's)

Description	2016	2017	2018	2019	2020	2021	2022	Total
Construction	0	0	586	0	0	0	0	586
Design Services	0	201	0	0	0	0	0	201
Project Management	0	51	76	0	0	0	0	127
Total	0	252	662	0	0	0	0	914

Revenue (\$1,000's)

Description	2016	2017	2018	2019	2020	2021	2022	Total
Street Fund	0	252	662	0	0	0	0	914

Project Duration

Staff Responsible: C. Morris

Start Date: 01/01/2017

End Date: 10/01/2018

Labor Hours: 800

Public Involvement: As Needed

Capital Improvement Program

SE 40th Street at 86th Ave SE (East Leg)

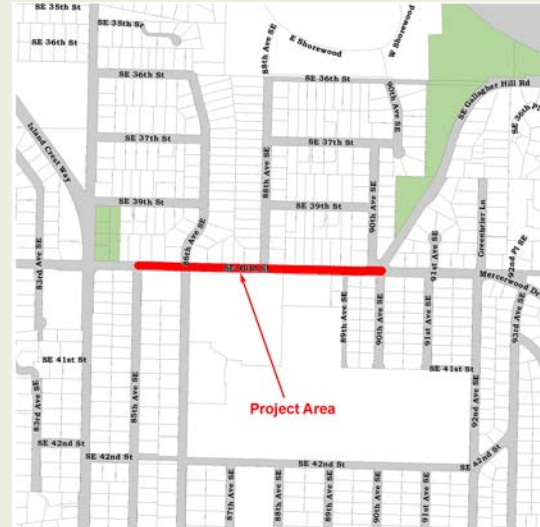
Project Manager: C. Morris

Approved ID: WR517S

Total Exp (thousands): 344

Project Description: Install curb, gutter and sidewalk along the north side of SE 40th and resurface the roadway.

Project Image/Map:



Business Need: SE 40th Street is the main east-west arterial for the Island. The circulation and safety for bicyclists, pedestrians and vehicles needs improvement.

Existing Conditions: Overhanging vegetation and vehicles parking on the north side block the walkway forcing pedestrians to walk in the street. Roadway surface condition is in need of repair.

Prior Council Review: 2017-2022 TIP

Expenditure (\$1,000's)

Description	2016	2017	2018	2019	2020	2021	2022	Total
Construction	0	0	250	0	0	0	0	250
Design Services	0	56	0	0	0	0	0	56
Project Management	0	16	22	0	0	0	0	38
Total	0	72	272	0	0	0	0	344

Revenue (\$1,000's)

Description	2016	2017	2018	2019	2020	2021	2022	Total
Street Fund	0	72	272	0	0	0	0	344

Project Duration

Staff Responsible: C. Morris

Start Date: 01/01/2017

End Date: 10/31/2018

Labor Hours: 800

Public Involvement:

As Needed



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND, WA

AB 5287
April 17, 2017
Study Session

2017-2018 CITY COUNCIL GOALS AND WORK PLAN

Proposed Council Action:

Adopt the 2017-2018 City Council Goals and Work Plan.

DEPARTMENT OF

City Manager (Julie Underwood)

COUNCIL LIAISON

n/a

EXHIBITS

1. 2017 City Council Planning Session Minutes
2. Proposed 2017-2018 City Council Goals and Work Plan

APPROVED BY CITY MANAGER

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

SUMMARY

On Saturday, February 4, 2017, the City Council held its annual planning session (minutes are attached as Exhibit 1). This full day was spent with the Leadership Team to discuss successes over the past year and to identify priorities and goals ("the what") for the upcoming year. Subsequently, the Leadership Team held its annual retreat to prepare a draft work plan ("the how") for the Council to review (see Exhibit 2 for the proposed Council goals and work plan).

Based on the Council's direction, the staff proposes the following 2017-2018 City Council goals:

- Goal 1: Preserve I-90 Access and Mobility and Prepare for Light Rail
- Goal 2: Maintain the City's Residential Character
- Goal 3: Enhance Communications and Opportunities for Community Engagement
- Goal 4: Maintain Quality of Life Services by Addressing the City's Financial Challenges
- Goal 5: Strengthen and Realign City Manager Role and City Council-Staff Relations
- Goal 6: Address Outdated City Code and Practices

This Study Session is intended for the Council to review the draft goals, especially the goals statement and action steps and to give staff clear direction on how to improve the document. After reaching consensus on what to change, the staff will modify the document and submit it for the May 1 Council meeting on the Consent Calendar for formal approval.

Following the Council's approval, through a collaborative process, the Leadership Team will develop budgets, capital improvement plans, departmental work plans, and special projects aimed at accomplishing the community's vision and Council goals. It is worth noting that typically this process would take place in

advance of the biennium budget process. Many of the action steps identified are items already funded in the budget. While there are some new initiatives identified, staff will aim to keep those projects within the current budget; however, should an initiative require significant additional funding, staff will return to Council for further discussion and direction.

RECOMMENDATION

City Manager

Provide the City Manager with feedback on the proposed 2017-2018 City Council Goals and Work Plan.



**CITY COUNCIL MINUTES
2017 CITY COUNCIL PLANNING SESSION
FEBRUARY 4, 2017**

CALL TO ORDER AND ROLL CALL

Mayor Bruce Bassett called the 2017 City Council Planning Session to order at 8:30 am in the Luther Burbank Room at the Mercer Island Community and Event Center, 8236 SE 24th Street, Mercer Island, WA.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Dan Grausz, Jeff Sanderson, Wendy Weiker, David Wisenteiner, and Benson Wong were present.

The attached report is hereby incorporated by reference as the minutes of the 2017 City Council Planning Session.

ADJOURNMENT

The Planning Session adjourned at 5:45 pm.

Attest:

Bruce Bassett, Mayor

Allison Spietz, City Clerk

Mercer Island City Council 2017 Planning Session
Mercer Island Community and Event Center
Saturday, February 4, 2017

ATTENDEES

City Council

Bruce Bassett, Mayor
Debbie Bertlin, Deputy Mayor
Dan Grausz, Councilmember
Jeff Sanderson, Councilmember
Wendy Weiker, Councilmember
Dave Wisenteiner, Councilmember
Benson Wong, Councilmember

Facilitator

Marci Wright

City Staff

Julie Underwood, City Manager
Bruce Fletcher, Parks & Recreation Director
Chip Corder, Asst City Manager/Finance Director
Ross Freeman, Sustainability & Communications Mgr
Cindy Goodwin, Youth & Family Services Director
Ed Holmes, Police Chief
Mike Kaser, IS Director
Jason Kintner, Public Works Director
Evan Maxim, Planning Manager
Kryss Segle, Human Resources Director
Kari Sand, City Attorney
Ali Spietz, City Clerk
Kirsten Taylor, Assistant City Manager

INTRODUCTORY ACTIVITIES

The Mayor and City Manager made introductory remarks and introduced the facilitator. Attendees participated in a brief demonstration of the City's new instant polling technology (this demonstration activity was repeated periodically throughout the day).

Attendees reviewed proposed **Planning Session Norms as follows:**

- Everyone participates and is engaged
 - Listen with respect
 - Let others finish before you start talking
 - Be attentive to the speaker
 - Disagree agreeably-look for opportunities to agree
- Questions of clarification are encouraged
- Disparaging comments and side conversations are discouraged
- Conflict must be focused on the issues, not on personalities
- Strive for consensus and provide clear direction
- Silence is agreement
- Remember the power of "and" & "if"
 - Practice "yes, and" rather than "yes/no, but"
 - In seeking consensus consider something that you may disagree with and consider "if" something changed how you might be able to move to consensus
 - Put another way, if you cannot live with the direction, you must offer an alternative
- Be productive and have fun!

Attendees agreed to add an additional item

- Use cell phones only during breaks

Attendees confirmed agreement with the **Planning Session Norms**

REVIEW 2016 ACCOMPLISHMENTS AND SUCCESSES

Attendees reviewed the following 2016 accomplishments:

- Hired new City Manager
 - City Council demonstrated courage in not choosing a candidate in first process (which was led by an outside consultant)

- Staff successfully led a second recruitment and selection process
 - City provided services during period of two interim City Managers without a gap
- Leadership Team, staff, and City Council kept the City running
- Updated Comprehensive Plan and Town Center Plan
- City Attorney successfully resolved catastrophic injury lawsuit, fire station issue, sewer backup case, and land use issue
- Held 45 Council Meetings (24 in 2015)
 - 23 Special Meetings
 - 49 Executive Sessions (16 in 2015)
- Responded to 730 public record requests
- City held numerous Planning Commission meetings for Comprehensive Plan and Town Center Plan updates
- Senior staff kept the wheels on the bus in a **very** busy year
- Adopted code amendments to allow for school bus cameras
- Council adopted a Principles and Values Proclamation
 - Kenmore Mayor complimented the City on the document
 - Mercer Island community appreciates the document
- 99% complete on the boil water advisory follow-up steps
- City now has a dedicated Emergency Operations Center and is more prepared for emergencies
- Diversity and Inclusion Committee progressed to the implementation phase on work efforts
- New Public Works management team
 - Have made a wholesale change in way of doing business
 - Much greater use of technology
- Youth and Family Services maintained services during increase in population and demand for services without any increase in staff
 - Changed staff configuration
 - Have used two federal 5-year grants
 - Are completing one and have successfully integrated its activities into the regular program
 - Decreased teen drinking statistics
 - MIYFS Foundation activities and events have increased
- Parks completed Calkins Landing and Calkins Point projects and received a \$500k RCO grant for Island Crest Park
- New Parks Field User Policy and worked on off-leash dog issues
- Development Services staffing has stabilized, including the Planning Team. Had a very busy year of projects and permits
 - Most permits since 2007 (3100)
 - Adopted Town Center Vision and Development and Design Guidelines
 - Implemented traffic impact fees
 - Adopted 2015 construction codes
 - Hired more planning resources, and began work on residential development standards
- Finished 2016 with a budget surplus
- Completed many road projects—on time and on budget
 - Schools
 - Island Crest Way Resurfacing
 - 86th & SE 40th Street restriping and lane configuration
- Had 3 new City Councilmembers and they successfully got up to speed on City issues and Council role
- Accomplished many Communication efforts with a 0.6 FTE
- Sustainability-leader in the region
 - Residential solar installations continue at a good pace
 - Added more electric vehicles to City fleet
 - 40% decreases in costs due to LED light project at MICEC Parking Lot
 - Expanded recycling and composting at City buildings
 - Purchasing 100% green power for City buildings (one of few in region)
 - K4C Coalition participation amplifies Mercer Island's voice in state climate issues
- Public Safety
 - Cracked a 3-million-dollar crime ring
 - Very appreciated by the community/popular on Facebook
 - Our dialogue with community in Mercer Island is very different one from the national dialogue between police and citizens
- Strong partnership with the Mercer Island School District

- Received national recognition from Let's Move program
- Parks successfully replaced 5 leadership staff positions in 2016 (out of 7 total staff)
 - No major impact on operations
 - 100% by promotion from within
- City Clerk has been without Deputy Clerk since November and has successfully maintained service level
- Unprecedented demand from community for information. We've done a lot to provide information using 0.6 Communications FTE and other City staff
- Completed I-90 Bollard Study and have begun removing bollards for safety
- Public Works Audit pushed us in a good direction and we will be implementing a new asset management system
- Great interaction within our City staff
- Public Works did great work on the water system problem
- City received another clean audit—22 years in a row
- Budget balanced for 2017 and for the remaining deficit in 2018 will be bridged when the Criminal Justice Fund is closed and folded into the General Fund
- City Attorney staff was amazing—handled very large work volume with excellent quality and timeliness
- Staff doesn't know how City Council does it all—amazing how much time/effort/results are accomplished. No way for public to fully appreciate Council accomplishments—but staff does
- Fire Department stays under the radar (as is appropriate). Do great work and are making a difference in our community and saving lives. And had more turnover than usual in 2016
- All 4 collective bargaining agreements were open in 2016 which was rare and all were successfully settled

A great deal of valuable work was accomplished in 2016, during a very busy year with unusually trying circumstances. The efforts and results of 2016 have set us up for a successful 2017.

LESSONS LEARNED IN 2016 AND MAJOR CHALLENGES & OPPORTUNITIES FOR IMPROVEMENT IN 2017

Attendees discussed the following lessons learned and ways to improve in 2017:

- Desire to move back to a strong City Manager form of government with less Council detail and task involvement. Allow the City Council to resume role/responsibility for policy:
 - With a new City Manager timing is good for Council to make shift out of the weeds and into a higher-level view
 - Concern-if Council doesn't agree with what staff presents, Council shouldn't be silent.
 - E.g. Proud of how Council pushed back about the intersection at SE 40th Street—if we hadn't City would have spent too much money
 - Staff could improve by offering better/clearer alternatives with their recommendations
 - Concern that too often pros/cons are worded just to support the staff recommendations
 - It is a reasonable expectation of staff to provide reasonable alternatives
 - And one alternative is always the status quo
- With very lean staff, we need to match our expectations to the amount of staff being funded. Need to balance.
 - City Council sometimes goes into staff augmentation role-sometimes maybe by default. Important to consider intent—are we saying the City Council will do this for a reason? Council needs to be clear and intentional when we are doing this. When Council supplements staff work, it can negatively impact staff buy-in
 - Does appear to be past practice of Council overdoing this and this can interfere with staff doing their best work
 - Best practice
 - City Council gives direction
 - City Manager works with staff to do the work
 - If City Council wants a change, then direct the City Manager to work with staff
- Successful City Manager hiring process was focused on trying to move back to a strong City Manager form of government
 - City Council needs to better articulate our goal/desired outcome
 - If staff doesn't reach it, staff needs to go back to drawing board
 - Staff also needs to provide multiple reasonable options
 - Last year's TIP: City Council just got the final product as negotiated with the School District—the City Council needs the opportunity to define the outcomes-get to say what we're looking for

- Staff doesn't bristle with City Council suggesting changes-that process important. If want an amendment, should make that motion at an open meeting and see if you get a second.
 - If inclined to wordsmith, best to focus on your intent. If staff is not meeting your needs, start with stating your intent and what you want. Then if you want to suggest language change, go ahead and should be an easier conversation.
- Residential Development Code-staff is happy to get edits ahead of time-especially if Council is catching an error or major issue
- Council has a desire for more study sessions on many issues. Helpful to get more information to all members and also opportunity for all to see and understand edits
 - This is also helpful for public process—citizens get to see the interactions and back and forth
 - Increased study sessions were effective at the City of Shoreline
 - Also could allow more use of Consent Calendar-enable us to get back to how we used to use it
- City Manager wants to move to staff table and off the dais, which will allow her to see all 7 Councilmembers and be better able to get consensus City Council direction
- Important for staff to be sure is majority support (4 thumbs up) for changes at meetings
- If City Manager needs more staff, she should come to the City Council and ask for more staff
 - In 2015 & second half of 2016, staff always said “no” to ideas and always said “we don't have enough staff.” Instead we want the City Manager to hear what Council wants done and then come back and say how it can be done (including a change in priorities or an increase in staff)
- Mercer Island should be a modern, 21st Century City. A good example of that are the recent changes in Public Works.
 - Concern that we are tooled for a City 20 years ago. Often hear we do not have the capacity in our current staff
 - Need a proactive strategic look at 21st City issue to get us there
- If a City Councilmember sends an email to staff as just 1 of 7 Councilmembers saying “I want this” and then staff then does it, it can be a tremendous waste of time if the item/issue doesn't have 4+ Councilmember votes
- We need a plan from the City Manager for how we can get from here (Council in the weeds) to strong City Manager/goal-focused City Council (with more study sessions, more staff, whatever)
 - City Council must be open to making this change-commit to doing so
 - City Manager must then give us a plan to get us there
- Could be as simple as the City Council committing to act in a different manner and then staff needs to act to support the Council
 - Current way of doing business is causing a lot of stress
- City Council needs to follow best practices.
 - All emails to staff need to cc the City Manager
- An example of a success—in City Manager contract discussions Councilmember focused on the objective and then Council and staff worked together to get language to achieve the objective
- City Council sometimes assumes staff has the capacity and truth may be that the capacity does not exist
 - Need to be careful of this
 - Therefore, will be good to get to the objectives—then City Manager can push back when can't do it without change in priorities or more staff
 - City Council role is to set objectives/direction/goals. Then City Manager needs to work with staff to figure out how and bring the plan back to Council.

Consensus View: City Council agrees we are in the weeds and want to move to a strong City Manager with Council role of setting goals and objectives.

- City Manager to give the City Council a plan of how we can get there. May include steps like:
 - More study sessions
 - City Manager getting to know each City Councilmember better and have regular check-ins with each
 - Periodic Council Operation meetings
 - Open meeting with dinner prior to regular meeting
 - Float ideas/get initial sense of interest
 - Planning schedules/strategies
 - Being more proactive and less reactive
- City Manager should be the center of the wheel.

2017-2018 CITY GOALS

Each City Councilmember individually brainstormed ideas for Goals. Each goal idea was collected and common ideas were combined into the following nineteen general Goal Categories:

- Enhance Parks & Recreation Areas
- Maintain Public Safety
- Create Stand Alone 2017 School Counselor Levy
- Collaborate & Leverage Partnership with School District
- Optimize Infrastructure Investments
- Enhance Communication with Community
- Revise City Codes (later combined with #8)
- Critical Areas/GMA/Code Compliance
- Bike/Pedestrian Fixes Along I-90
- Residential Development Code
- I-90 Access/Sound Transit
- Pedestrian Safety
- Complete Transition Back to Strong City Manager
- Capital Levy/City Financial Sustainability
- Town Center
- Eliminate City Council Salaries
- Enhanced IT Systems
- Sustainable Staff Workload
- Advance Sustainability Program

Council decided that (1) I-90 Access/Sound Transit and (2) Complete Transition Back to Strong City Manager would be 2017-2018 Goals.

Council then indicated their individual preferences for additional goals, resulting in initial support for the remaining Goal Categories as follows:

- | | |
|---|---------|
| ▪ Enhance Parks & Recreation Areas | 3 votes |
| ▪ Maintain Public Safety | 1 vote |
| ▪ Create Stand Alone 2017 School Councilor Levy | 1 vote |
| ▪ Collaborate & Leverage Partnership with School District | 0 votes |
| ▪ Optimize Infrastructure Investments | 2 votes |
| ▪ Enhance Communication with Community | 6 votes |
| ▪ Revise City Codes/Critical Areas/GMA/Code Compliance | 6 votes |
| ▪ Bike/Pedestrian Fixes Along I-90 | 0 votes |
| ▪ Residential Development Code | 5 votes |
| ▪ I-90 Access/Sound Transit | N/A |
| ▪ Pedestrian Safety | 2 votes |
| ▪ Town Center | 3 votes |
| ▪ Capital Levy/City Financial Sustainability | 3 votes |
| ▪ Eliminate City Council Salaries | 0 votes |
| ▪ Enhanced IT Systems | 0 votes |
| ▪ Sustainable Staff Workload | 1 vote |
| ▪ Advance Sustainability Program | 1 vote |

After discussing this initial data, Council focused on the following six goals for 2017-2018 along with comments for each (note wording of goal titles is tentative):

- **Preserve I-90 Access and Prepare for Light Rail**
 - Primary focus is the preparation for light rail
 - Need to address and mitigate loss of mobility
 - Critical to achieve Community's Negotiating Priorities-big focus currently
- **Strengthen & Re-Align City Manager Role and City Council Staff Relations**
- **Enhance Openness and Opportunities for Community Engagement**
 - Needs to reflect communication and engagement
 - Communications is a step within engagement
 - Something is not working in our current actions informing citizens of what the City is doing
 - Develop comprehensive communication structure/plan
- **Maintain City's Residential Character**
 - Question about use of term "character"-what does it mean?
 - Needs to be responsive to citizen concern/issues
 - Focus here is on Residential Development Code effort currently underway (not Town Center)
- **Address Outdated City Codes**
 - Critical areas ordinance

- GMA compliance and growth targets
- Staff needs to identify the codes to be worked on in 2017-2018
- **Financial Sustainability**
 - Maintaining/enhancing/preserving quality of life and level of services

Staff agreed to develop draft work plans for each goal and to bring the draft goals/work plans back to Council for final discussion and approval.

ENGAGING THE PUBLIC ON CITY'S OPERATING & CAPITAL FUNDING NEEDS

Chip Corder, Assistant City Manager/Finance Director led a discussion based upon his memo and recommendation contained in the Planning Session packet.

Julie Underwood, City Manager explained her vision for the use of a Citizen Advisory Committee as part of the process, including the purpose and role of the Committee.

Attendees discussed options for timing of the process, whether to pursue one combined levy or two levies (one operating and one capital). Possible levy subjects included capital needs, city operating funds and school counselors.

After discussion, the Council consensus was to follow the staff recommendation contained in Mr. Corder's memo in the Planning Session packet.

PUBLIC COMMUNICATIONS & ENGAGEMENT

Ross Freeman, Sustainability & Communications Manager made a power point presentation covering the City's current communication efforts.

Following the presentation, the attendees discussed current unmet communication needs and identified the following:

- City receives a lot of comments from the public but very little seems to be fed back to the community
 - E.g. At City Council Meetings, a former City Manager used to respond at the meeting to Public Comment. Provided answers or told then when/how would get the answer
 - Another idea would be for the City Manager to have a staff person attending the meeting to connect with the resident for more info or arrange for follow-up
 - Another idea—City Manager Report at the Council Meeting
- Emails to Council mailbox—what happens to them? Are they answered? How would Council know?
 - If email comes to individual mailbox, no one else sees it
 - Currently a problem that the person with the answer (to the question when comes into general mailbox) often doesn't have time to answer immediately
 - Also can be confusion if have multiple people answering without coordination of the response.
 - City Manager would like to be able to respond/coordinate
- Would be good to be able to replicate what Evan did on the Crown Castle issue (publishing comments?)
- Concerned that we are doing so much, yet we continue to identify communications as a big issue. It's not working.
 - Need to include a look at "what should we stop doing?" If it's not working, don't do it.
 - Hear from public that they don't get analysis-get so much info/facts—too much—so don't read it. Have passion to share information, but don't do analysis. Need analysis, not just document dump.
- We live in very rapidly changing environment and resulting increasing expectations by public.
- Have heard good things about virtual town hall
- Is there a way to use virtual town hall to be our "next door"? Or to set the record straight/clear up "next door" issues?
 - Sammamish, maybe Burien are using virtual town hall
 - Sammamish is using it in targeted way to capture comment on specific issues from people who wouldn't go to an actual City Council meeting
 - We should be using free polling technology on sites with lots of users
 - Also there are apps that do a good job with planning type issues
- Concerns with timeliness of responses and also questions about accuracy of staff responses
- Problem is ineffective strategy in this area
 - Public not satisfied

- City Council often not satisfied
- Need to identify what we're trying to accomplish and develop strategies
- Identify best practices/maybe form a committee
- What is measure of success? How would you define success in outreach and engagement?
- Get targeted info from citizens with outreach expertise
- Day to day issues vs more extreme, peak event issues. Can we flex to respond to peak situations? (adequate staffing, resources, expertise)
- Need to have plan for major upcoming public engagement issues
- Need to define problem we're solving to define communications success
- Maybe we should do a survey to be sure there really is a problem with our outreach to public

After discussion, it was agreed that City Manager would work with staff to bring a proposal to Council concerning communication issues to the June Planning Session.

The June Mini-Planning Session was set for a full day on Saturday, June 17.

CITY MANAGER/CITY COUNCIL EXPECTATIONS

The City Council listed their expectations as follows:

- Council often sends questions/comments to staff during the weekend because that is the most convenient time to do so. But Council does not expect staff to respond during the weekend unless the Councilmember clearly states that expectation at the time (and the Councilmember would need a good reason for doing so)
- Staff should use "out of office" when on vacation or otherwise gone and should specify who to contact during the absence
- 1-hour rule is still in place; OK for a Councilmember to ask staff for information as long as it takes the staff member 1 hour or less to figure out the answer (staff member should respond with the answer as soon as reasonable to do so)
- Staff member should speak up if believe requests are being abused
- Councilmember can feel out of the loop on issues if there are dialogues going on outside of meetings. It is helpful for City Manager to play role to keep all Councilmembers "in the loop"
- Want the City Manager to have ideas and be proactive—keep it up!
- Appreciate the City Manager being the face/voice of the City. We need to all speak in one voice. Don't get out in front of the City Council
- City Manager should be City Manager for all 7 Councilmembers
- Weight off Mayor's shoulders that City Manager is stepping up and taking on responsibility
- Like the approach with the Planning Session—different than past ones and it's worked well. Great conversations!
- If have an issue with a Councilmember, talk directly to that Councilmember—don't go to someone else instead
- City Manager role/responsibility is to defend staff—but Council should be respectful in Council meetings. Councilmember should express concerns in private to the City Manager
- City Manager—don't let us backslide!

City Manager's expectations of the City Council:

- Include City Manager when contacting staff—and staff should also keep City Manager in the loop
- Takes direction from the full Council (not individual Councilmembers)
- City Manager will share information requests with all Councilmembers
- Councilmembers should express disagreement when disagree, but should accompany it with recommendation
- No surprises—keep City Manager informed
- Criticize in private
- Support work/life balance
 - Don't expect staff to respond to emails/requests during non-work hours unless it is an emergency
- Support reasonable risk taking. And staff commits to learning from mistakes
- Suspend judgment concerning customer service complaints until the facts are known
- City Manager does not take sides in disputes between Councilmembers

- City Council should communicate concerns to City Manager to allow an opportunity to fix it
- Assist the City Manager in creating a great workplace to keep and attract great staff

Council asked how staff feels about current City Council/Staff relations

- Feeling positive about where we're heading
- Great when Council recognizes our staff's work at meetings
- Agree with City Manager on importance of need for Council to publicly support and deal with concerns privately
- We want to make the City Council look great—want to do whatever we can to help you make the tough decisions you have to make. When we are criticized in public it makes it hard to keep up our best efforts. Very important how messages are delivered
- We've got the right people in the right seats and the best is yet to come!

CITIZEN OF THE YEAR SELECTION

Councilmembers nominated citizens for the 2016 Citizen of the Year award. Following discussion of the nominees, the Council voted and made their selection for 2016. The nominee will be honored at an upcoming Council meeting.



CITY OF MERCER ISLAND 2017-2018 CITY COUNCIL GOALS & WORK PLAN

The City's Comprehensive Plan states, "Mercer Island is not an island unto itself." While we are part of a complex regional system, we strive to maintain local control, preserve our safe, livable residential community, continuously provide and improve quality municipal services, foster fiscal responsibility, value excellence in education, act as stewards of the environment, and endeavor to be open and transparent and to balance the economic, environmental and social well-being of our entire community.

The City Council holds an annual planning session, where they discuss successes over the past year and identify priorities and goals ("the what") for the upcoming year. The Leadership Team takes that direction and creates a work plan ("the how"). Through a collaborative process, the Leadership Team develops budgets, capital improvement plans, departmental work plans, and special projects aimed at accomplishing the community's vision and Council goals.

Goal 1. Preserve I-90 Access and Mobility and Prepare for Light Rail

In 2008 Mercer Island voters supported the Sound Transit 2 funding package by 58%. While the City looks forward to the benefits of light rail, we must address the changes in the project, which directly affect residents and businesses who count on appropriate access to I-90. These project impacts have far-reaching consequences to pedestrian and cyclist safety and traffic congestion through school zones, neighborhoods, and Town Center, to sustaining our economic vitality, and preserving our exceptional quality of life.

Action Steps:

1. Initiate litigation and defend the City against litigation
2. Resume negotiations with Sound Transit and WSDOT to identify appropriate mitigation
3. Work with the State Delegation and Congressional Representatives to identify and implement state and federal remedies
4. Implement a transportation concurrency ordinance, amend the P-zone to allow light rail use of the corridor and adopt an essential public facilities code
5. Partner with the community to identify resources, strategies, and mitigation
6. Provide ongoing communication to the community and region regarding the impacts and changes
7. Pursue funding for the Aubrey Davis Park Master Plan
8. Convene a design charrette of agencies and stakeholders to design the traffic flow in the North Mercer Way Park & Ride area, and to address bicycle, pedestrian, vehicular and transit interactions on streets surrounding the light rail station.
9. Evaluate fire-life safety systems and operational impacts for the light rail system
10. Review and evaluate Sound Transit's Transit Oriented Development policies and past projects and determine if appropriate for Town Center

Goal 2. Maintain the City's Residential Character

Mercer Island is principally a low-density, single-family residential community. It is largely built out and significant new development opportunities are centered in the Town Center. However, as the region grows and Mercer Island's housing stock ages, property owners and investors are seeking opportunities to either remodel or tear-down-rebuild single-family houses, which are having impacts on the character of our neighborhoods.

Action Steps:

1. Complete the Residential Development Standards Code Update Project
2. Implement the Town Center Plan
3. Monitor activities related to establishing new growth targets

Goal 3. Enhance Communications and Opportunities for Community Engagement

The Council and staff value having an active and engaged community. Ensuring that residents and businesses are well-informed on a range of issues and projects can be a challenge in our rapidly changing "attention economy." Finding creative ways for communicating and seeking broad input is a goal worth striving for.

Action Steps:

1. Meet with key stakeholders and conduct social media poll to evaluate the City's communications program and identify areas for improvement
2. Initiate website update project by assessing websites to model and identifying vendors, costs and timeline
3. Launch a podcast, vlog, or other platform to promote the City's programs and services, highlight civic leaders and organizations, and share the talents of the community
4. Conduct the biennial citizen satisfaction survey
5. Ensure that significant initiatives include a robust community outreach component (i.e., Sound Transit, residential development code, solid waste contract, etc.)

Goal 4. Maintain Quality of Life Services by Addressing the City's Financial Challenges

The City faces projected operating budget deficits as well as aging infrastructure and other capital needs. This is largely due to the 1% annual growth limitation on property taxes and other revenues remaining flat. Having revenues keep pace with increasing operational expenses is a challenge, especially in delivering services that shape Mercer Island's quality of life.

Action Steps:

1. Convene a Citizen Advisory Committee to evaluate programs, services, and capital investments and consult on revenues and/or reductions
2. Respond to legislative changes that may adversely impact the City's revenues
3. Prepare rate studies for the City's utilities (water, sewer, storm water, and EMS)
4. Grow Thrift Shop sales 5% per year
5. Create the staffing support for the MIYFS Foundation infrastructure needed to increase revenues through fundraising over the next three biennia.

Goal 5. Strengthen and Realign City Manager Role and City Council-Staff Relations

Governance of a City relies on the cooperative efforts of elected officials, who set policy and priorities, and City staff, who analyze problems and issues, make recommendations, and implement and administer the Council's policies and priorities. Having a well-balanced distinction between policy-making and management roles fosters mutual trust and confidence and is paramount to maintaining an effective working relationship and an efficient government.

Action Steps:

1. Update and amend the City Council's Rules of Procedure (last updated 2006)
 - a) Re-evaluate Council subcommittee structure
 - b) Establish quarterly workshop (operational) meetings with Council and staff
 - c) Increase the use of study sessions and consent calendar for agenda items
2. Establish Council Candidate orientations and restructure Councilmember-Elect orientations
3. Prepare and distribute Staff-Council Communications Guidelines
4. Seek opportunities for joint Council and Commission/Board meetings and trainings

Goal 6. Address Outdated City Codes and Practices

When an organization is reactive and driven to put out the latest "fire," it means there is little energy or time left to put in place current policies and practices, redesigned processes, and technology solutions that help to prevent and avoid "fires." Addressing outdated codes and practices has now turned from a "nice to do" to a "must do," and requires the attention of Council and staff.

Action Steps:

1. Update and amend the following Mercer Island Codes and Policies:
 - a) National Pollutant Discharge Elimination System (NPDES) Code (last updated 2009)
 - b) Code Enforcement code provisions
 - c) Appeals and Processes code provisions
 - d) City's purchasing policy
 - e) Critical Areas Ordinance (last updated 2005)
2. Address obsolete systems and implement best practices throughout the organization:
 - a) Enterprise Asset Management System
 - b) Electronic document management and legislative system
 - c) Public records request tracking software
3. Initiate the Employee Handbook update (last updated 2012)
4. Implement and train staff on the newly adopted Information Security Policy
5. Update and implement the General Sewer Plan (last updated 2003)

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	186352-186472	4/06/2017	\$ 372,720.52
			\$ 372,720.52

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00186352	04/06/2017	AIRGAS USA LLC Oxygen/Fire	P94599	9061538964	03/20/2017	44.15
00186353	04/06/2017	ALLARD, JAMES OVERPAYMENT REFUND		OH007974	03/16/2017	400.00
00186354	04/06/2017	AMERIGAS-1400 INV 3063098555 2017 PROPANE DE	P93485	3063098555	03/22/2017	552.48
00186355	04/06/2017	AUSTIN, RAY MILEAGE EXPENSE		31MAR17	03/31/2017	2,492.49
00186356	04/06/2017	BENDELE, GOETZ OVERPAYMENT REFUND		OH007968	03/21/2017	41.08
00186357	04/06/2017	BRAVO ENVIRONMENTAL CONTRACTED VACTOR SERVICE WHIL	P94605	35198	02/23/2017	2,206.43
00186358	04/06/2017	BRIGHT HORIZONS Partial childcare payment for	P94579	OH007939	03/30/2017	600.00
00186359	04/06/2017	BUILDERS EXCHANGE OF WA INV 1053917 ICP SPORTSFIELD	P94550	1053917	03/09/2017	121.50
00186360	04/06/2017	CALPORTLAND COMPANY #4 X DUST (33.42 TONS)	P94453	93199067	03/21/2017	898.40
00186361	04/06/2017	CAREY, ANGELA Entertainment for Leap for Gre	P94576	OH007940	04/01/2017	500.00
00186362	04/06/2017	CDW GOVERNMENT INC Patrol Ticket Printer Paper	P94410	HGK0411	03/20/2017	365.09
00186363	04/06/2017	CENTURYLINK PHONE USE MARCH 2017		OH007950	03/20/2017	3,490.82
00186364	04/06/2017	CENTURYLINK-ACCESS BILL PHONE USE MARCH 2017		OH007951	03/08/2017	634.94
00186365	04/06/2017	CESSCO INVENTORY PURCHASES	P94521	6515	03/20/2017	229.51
00186366	04/06/2017	CHEMAQUA WATER TREATMENT PROGRAM	P94552	2656723	03/16/2017	805.65
00186367	04/06/2017	CHEMSEARCH INVENTORY PURCHASES	P94526	2658361	03/20/2017	215.35
00186368	04/06/2017	CINTAS CORPORATION #460 2017 Rug cleaning services for	P93815	460841640/460829	03/02/2017	98.56
00186369	04/06/2017	CLEANERS PLUS 1 Uniform cleaning	P94607	006193	04/01/2017	106.72
00186370	04/06/2017	CLOUD 9 SPORTS LLC SOCCER GOALS	P94409	ZH1021	03/17/2017	8,322.00
00186371	04/06/2017	COLUMBIA PUMPING & CONST INC 2016 SANITARY SEWER CURED IN P	P91737	16306	02/21/2017	362.51
00186372	04/06/2017	COMCAST Internet Charges/Fire	P94593	OH007942	03/17/2017	168.59
00186373	04/06/2017	CRYSTAL AND SIERRA SPRINGS 2017 ANNUAL PO FOR WATER DELIV	P94425	14555831032517	03/25/2017	220.28
00186374	04/06/2017	DALY, RYAN FLEX SPEND REIMB		31MAR17	03/31/2017	500.00
00186375	04/06/2017	DUNN LUMBER COMPANY MISC. LUMBER	P94600	4620193	03/31/2017	753.98
00186376	04/06/2017	EASTSIDE EXTERMINATORS CITY HALL EXTERMINATORS	P94565	30096	03/17/2017	228.96
00186377	04/06/2017	EMERALD CITY EMBROIDERY Admin Duty Shirts	P94592	12657	03/21/2017	337.16

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00186378	04/06/2017	EVERGREEN SAFETY COUNCIL 36 PUBLIC WORKS EMPLOYEES FLAG	P94480	071320	03/20/2017	1,388.38
00186379	04/06/2017	FERGUSON ENTERPRISES INC INVENTORY PURCHASES	P94519	0544131/05441311	03/14/2017	721.40
00186380	04/06/2017	FISHERIES SUPPLY Rearm kits`	P94488	3935758	03/21/2017	380.36
00186381	04/06/2017	GEIGER Recycling Event Supplies 03/25	P94567	3276431	03/06/2017	2,433.22
00186382	04/06/2017	GLENDAL HEATING & A/C PERMIT REFUND		1701045	03/22/2017	96.80
00186383	04/06/2017	GOODSELL POWER EQUIPMENT MISC. TRIMMER PARTS	P94601	711629	03/28/2017	137.84
00186384	04/06/2017	GRAINGER INVENTORY PURCHASES	P94450	9393490264	03/21/2017	795.57
00186385	04/06/2017	GU, FRED Y DOE METTING EXPENSE		OH007964	03/21/2017	216.28
00186386	04/06/2017	HARRIGAN LEYH FARMER & Professional Services - Invoic	P94589	7	03/10/2017	197,756.69
00186387	04/06/2017	HAYNES, JOHN D & SANDRA OVERPAYMENT REFUND		OH007972	03/16/2017	408.27
00186388	04/06/2017	HDR ENGINEERING INC BOOSTER CHLORINATION STATION	P89617	1200041607	03/17/2017	20,917.55
00186389	04/06/2017	HEALTHFORCE PARTNERS LLC Telemedicine Consult/Respirato	P94596	10368/10377	02/28/2017	346.00
00186390	04/06/2017	HEITMAN, STEVE ROTARY FEE		OH007961	04/04/2017	20.00
00186391	04/06/2017	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P94564	0297475029489	03/29/2017	533.97
00186392	04/06/2017	HONEYWELL, MATTHEW V Professional Services - Invoic	P94561	966	03/28/2017	300.00
00186393	04/06/2017	HOOMAN, ELLIE FLEX SPEND REIMB		31MAR17	03/31/2017	217.39
00186394	04/06/2017	HUGHES FIRE EQUIPMENT INC Door Module/Wiring for 8611	P94534	512004	03/15/2017	734.79
00186395	04/06/2017	INT'L SOCTY OF FIRE SERV INSTR Training Officer Credentials	P94366	150520	02/08/2017	850.00
00186396	04/06/2017	ISLAND PARK ELEMENTARY PTSA Returning \$350.00 deposit to f	P94585	23333	03/31/2017	350.00
00186397	04/06/2017	JOHNSON, KARLENE SUPPLIE FOR COUNSELING OFFICE		OH007960	03/02/2017	102.87
00186398	04/06/2017	JONES, MARK MILEAGE EXPENSE		OH007955	03/22/2017	9.10
00186399	04/06/2017	KELLEY IMAGING SYSTEMS Jet Set 24lb (lighter) plotter	P94580	IN245999	03/28/2017	253.47
00186400	04/06/2017	KING COUNTY FINANCE INV 63408 SWD 722009118	P94603	63408	01/31/2017	251.59
00186401	04/06/2017	KING COUNTY FINANCE INV 82776-82776 SIGNAL SERVICE	P94481	8071780717	11/30/2016	376.00
00186402	04/06/2017	KPG DESIGN - ICW CROSSWALK ENHANCE	P93025	34017	03/29/2017	5,261.97
00186403	04/06/2017	KROESENS UNIFORM COMPANY Uniform shirts-Derr & Herzog	P94495	43132	03/20/2017	113.89

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00186404	04/06/2017	LAKESIDE INDUSTRIES INVENTORY PURCHASES	P94523	3266927MB	03/23/2017	1,560.38
00186405	04/06/2017	LINESCAPE OF WASHINGTON S11376 EMERGENCY MAIN BREAK	P94549	S11376	02/22/2017	2,309.81
00186406	04/06/2017	LISBAKKEN, LINDA PERMIT REFUND		1703189	03/29/2017	96.80
00186407	04/06/2017	LLOYD ENTERPRISES INC PLAYFIELD SAND (33.5 TONS)	P94520	2474	03/16/2017	909.62
00186408	04/06/2017	LN CURTIS & SONS Bullard T3 Batts for TIC (3)	P94238	INV88799	03/17/2017	588.16
00186409	04/06/2017	MAGNAN, JEFF PER DIEM REIMBURSEMENT		OH007978	03/29/2017	416.00
00186410	04/06/2017	MATHESON, SHAWN FLEX SPEND REIMB		31MAR17	03/31/2017	2,550.08
00186411	04/06/2017	MATHEWSON, JOHN W OVERPAYMENT REFUND		OH007973	03/16/2017	218.15
00186412	04/06/2017	MCCOY, STEPHEN W FLEX SPEND REIMB		31MAR17	03/31/2017	1,040.00
00186413	04/06/2017	MI CHAMBER OF COMMERCE MONTHLY BILLING FOR SERVICES	P93435	OH007946	03/24/2017	1,200.00
00186414	04/06/2017	MI SISTER CITY ASSOCIATION Kirsten Taylor Membership Dues	P94574	OH007943	03/30/2017	25.00
00186415	04/06/2017	MI UTILITY BILLS PAYMENT OF UTILITY BILLS FOR W	P94581	OH007944	03/30/2017	18,337.97
00186416	04/06/2017	MINUTEMAN PRESS - BELLEVUE INV 45939 INSPECTOR DAILY REPO	P94548	45939/45975	03/10/2017	952.59
00186417	04/06/2017	MONOPRICE INC MINI DISPLAY PORT	P94575	15853295	03/29/2017	97.39
00186418	04/06/2017	MULTICARE IMMEDIATE CLINIC INV 3596 DOT PHYSICALS FOR	P94556	3596/3878	02/09/2017	450.00
00186419	04/06/2017	NAGAN, LEO E OVERPAYMENT REFUND		OH007970	03/16/2017	548.37
00186420	04/06/2017	NORTON CORROSION LIMITED LLC INV 252699 2017 ANNUAL INSPECT	P94546	252699	03/17/2017	1,115.00
00186421	04/06/2017	NOVAK CONSULT GROUP INC, THE Leadership Team Retreat Facili	P94484	1304	03/22/2017	8,000.00
00186422	04/06/2017	NRG SERVICES LLC OVERPAYMENT REFUND		OH007969	03/15/2017	30.00
00186423	04/06/2017	O'BRIANT, BRANDY OVERPAYMENT REFUND		OH007971	03/16/2017	516.28
00186424	04/06/2017	OLSON, JOHN PERMIT REFUND		1703140	03/22/2017	96.80
00186425	04/06/2017	OLSON, MARCY PARKING FEE		OH007957	03/28/2017	16.00
00186426	04/06/2017	OVERLAKE OIL INV 182641 2017 UNLEADED AND	P93482	0182640IN	03/24/2017	3,680.48
00186427	04/06/2017	PACIFIC AIR CONTROL INC ROW/UTILITY HVAC REPAIR	P94571	1775	03/17/2017	1,871.20
00186428	04/06/2017	PINEAU, LINDA FLEX SPEND REIMB		31MAR17	03/31/2017	1,499.94
00186429	04/06/2017	PK ELECTRIC CONTRACTORS CO PERMIT REFUND		1703132	03/29/2017	96.80

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00186430	04/06/2017	PLATT ELECTRIC FUSE HOLDER & SHRINK TUBING	P94568	L678882	03/22/2017	68.99
00186431	04/06/2017	POWERPLAN - OIB FL-0388 REPAIRS - ENGINE REBUI	P94303	2334162	03/29/2017	33,005.32
00186432	04/06/2017	PRAXAIR DISTRIBUTION INC 2017 ANNUAL ACETYLENE AND OXYG	P94560	76421180	02/28/2017	51.35
00186433	04/06/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007947	03/28/2017	183.08
00186434	04/06/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007948	03/28/2017	60.89
00186435	04/06/2017	RAZOR INVESTMENTS OVERPAYMENT REFUND		OH007966	03/16/2017	309.96
00186436	04/06/2017	REPUBLIC SERVICES #172 ACCT 172-883826 2017 ANNUAL SW	P94277	0172007029238	02/28/2017	190.70
00186437	04/06/2017	RICOH USA INC Cost Per Copy/Fire	P94595	5047716749	03/22/2017	193.40
00186438	04/06/2017	RKK CONSTRUCTION OVERPAYMENT REFUND		OH007965	03/16/2017	136.13
00186439	04/06/2017	ROKKA SKI SCHOOL Returning deposit for rental 2	P94586	22637	03/31/2017	150.00
00186440	04/06/2017	SCHUMACHER, CHAD C PER DIEM REIMBURSEMENT		OH007976	03/28/2017	924.31
00186441	04/06/2017	SEA WESTERN INC Honeywell POSI USB Upgrade	P94533	197562	03/15/2017	1,815.29
00186442	04/06/2017	SEABORN PILE DRIVING CO PERMIT REFUND		SFP16020	03/29/2017	432.00
00186443	04/06/2017	SEGLE, KRYSS FLEX SPEND REIMB		31MAR17	03/31/2017	1,300.00
00186444	04/06/2017	SEIFERT, MIKE SOT TRAINING-NTOA MEMBERSHIP		OH007977	03/29/2017	1,831.00
00186445	04/06/2017	SOELLING PLLC, CHRISTOPHER J Mediation services - Invoice N	P94551	6022	01/03/2017	1,650.00
00186446	04/06/2017	SOLOMON, MEARA FLEX SPEND REIMB		31MAR17	03/31/2017	96.14
00186447	04/06/2017	SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT	P94459	209705	03/17/2017	749.15
00186448	04/06/2017	SPENCER, FREDERICK E CBT Instructor	P94597	OH007949	03/23/2017	450.00
00186449	04/06/2017	SPIETZ, ALLISON FLEX SPEND REIMB		OH007958	03/28/2017	239.57
00186450	04/06/2017	SPOKANE, CITY OF Drug destruction	P94608	100458	03/28/2017	29.21
00186451	04/06/2017	STEWART, HANNAH LEADERSHIP FORUM EXPENSE		OH007953	03/26/2017	75.38
00186452	04/06/2017	SYSTEMS DESIGN WEST LLC Transport Billing Fees	P94602	MIFD0317	03/22/2017	748.09
00186453	04/06/2017	TAWNEY, LAURA FLEX SPEND REIMB		31MAR17	03/31/2017	220.24
00186454	04/06/2017	THYSSENKRUPP ELEVATOR CORP STATE REQUIRED ELEVATOR REPAIR	P94569	6000242402	03/23/2017	3,082.37
00186455	04/06/2017	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P94457	125177	03/21/2017	1,423.86

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00186456	04/06/2017	TRI-TEC COMMUNICATIONS INC IP230 Phone Wall Mount	P94468	623103	03/20/2017	23.00
00186457	04/06/2017	UNITED RENTALS NORTHWEST INC ASPHALT CUTTER BIT & KILFROST	P94522	145018339001	03/16/2017	125.76
00186458	04/06/2017	USABlueBook BILGE PUMPS	P94536	211426	03/21/2017	373.71
00186459	04/06/2017	VANDEWATER, WILLIAM DOH TESTING APPL/FEE		OH007962	03/20/2017	149.00
00186460	04/06/2017	VERITIV OPERATING COMPANY INVENTORY PURCHASES	P94486	65522230304	03/17/2017	138.54
00186461	04/06/2017	VERIZON WIRELESS Cell Charges/Fire	P94598	9781605823	03/06/2017	16.77
00186462	04/06/2017	VMWARE INC VMWare Annual Support - vCente	P94279	709567166	03/13/2017	2,707.20
00186463	04/06/2017	WA ST DEPT OF TRANSPORTATION INV 41 JA6287 L022	P94554	RE41JA6287L022	03/13/2017	838.34
00186464	04/06/2017	WANG, DOUYUE PERMIT REFUND		1603197	03/22/2017	4,149.00
00186465	04/06/2017	WEST MARINE Marine Patrol equipment	P94606	9405	03/30/2017	253.84
00186466	04/06/2017	WESTERN ENTRANCE REPAIR DOWNSTAIRS STOREFRONT D	P94566	3712	03/15/2017	443.48
00186467	04/06/2017	WESTHILL ELECTRONICS Repair 800 mhz radio	P94532	2456/2461/2462	03/13/2017	1,792.73
00186468	04/06/2017	WHISTLE WORKWEAR SAFETY BOOTS & MISC. WORK CLOT	P94511	134291/134292	01/31/2017	328.41
00186469	04/06/2017	WILLIAMS KASTNER & GIBBS PLLC Professional services - Invoic	P94590	549743	03/21/2017	3,684.80
00186470	04/06/2017	WILLING, ROBERT MILEAGE EXPENSE		OH007956	03/17/2017	29.64
00186471	04/06/2017	WRPA WRPA Conference Registration F	P94587	2104	03/29/2017	325.00
00186472	04/06/2017	YOUNG, DAVID PERMIT REFUND		OH007967	03/21/2017	32.00
					Total	<u>372,720.52</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: 001000 - General Fund-Admin Key				
P94585	00186396	ISLAND PARK ELEMENTARY PTSA	Returning \$350.00 deposit to f	350.00
P94586	00186439	ROKKA SKI SCHOOL	Returning deposit for rental 2	150.00
Org Key: 402000 - Water Fund-Admin Key				
	00186464	WANG, DOUYUE	PERMIT REFUND	3,399.00
P94523	00186404	LAKESIDE INDUSTRIES	INVENTORY PURCHASES	1,560.38
P94446	00186455	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	1,258.74
	00186464	WANG, DOUYUE	PERMIT REFUND	750.00
P94519	00186379	FERGUSON ENTERPRISES INC	INVENTORY PURCHASES	721.40
	00186419	NAGAN, LEO E	OVERPAYMENT REFUND	548.37
	00186423	O'BRIANT, BRANDY	OVERPAYMENT REFUND	516.28
P94417	00186384	GRAINGER	INVENTORY PURCHASES	488.25
	00186387	HAYNES, JOHN D & SANDRA	OVERPAYMENT REFUND	408.27
	00186353	ALLARD, JAMES	OVERPAYMENT REFUND	400.00
	00186435	RAZOR INVESTMENTS	OVERPAYMENT REFUND	309.96
P94469	00186384	GRAINGER	INVENTORY PURCHASES	253.96
	00186411	MATHEWSON, JOHN W	OVERPAYMENT REFUND	218.15
P94521	00186365	CESSCO	INVENTORY PURCHASES	229.51
P94526	00186367	CHEMSEARCH	INVENTORY PURCHASES	215.35
	00186438	RKK CONSTRUCTION	OVERPAYMENT REFUND	136.13
P94486	00186460	VERITIV OPERATING COMPANY	INVENTORY PURCHASES	138.54
	00186356	BENDELE, GOETZ	OVERPAYMENT REFUND	41.08
P94577	00186391	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	38.46
Org Key: CA1200 - Prosecution & Criminal Mngmnt				
P94561	00186392	HONEYWELL, MATTHEW V	Professional Services - Invoic	300.00
Org Key: CM1100 - Administration (CM)				
P94574	00186414	MI SISTER CITY ASSOCIATION	Kirsten Taylor Membership Dues	25.00
Org Key: CM11SP - Special Projects-City Mgr				
P94589	00186386	HARRIGAN LEYH FARMER &	Professional Services - Invoic	197,756.69
Org Key: CM1200 - City Clerk				
	00186449	SPIETZ, ALLISON	UMCA CONF EXPENSES	191.76
Org Key: CM1300 - Sustainability				
P94567	00186381	GEIGER	Recycling Event Supplies 03/25	2,433.22
Org Key: DS0000 - Development Services-Revenue				
	00186442	SEABORN PILE DRIVING CO	PERMIT REFUND	432.00
	00186382	GLENDALE HEATING & A/C	PERMIT REFUND	96.80
	00186406	LISBAKKEN, LINDA	PERMIT REFUND	96.80
	00186424	OLSON, JOHN	PERMIT REFUND	96.80
	00186429	PK ELECTRIC CONTRACTORS CO	PERMIT REFUND	96.80
Org Key: DS4501 - Utility Inspection (Water)				
	00186459	VANDEWATER, WILLIAM	DOH TESTING APPL/FEE	149.00
Org Key: FN0000 - Finance Department-Revenue				
	00186422	NRG SERVICES LLC	OVERPAYMENT REFUND	30.00
Org Key: FNBE01 - Financial Services				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P93435	00186413	MI CHAMBER OF COMMERCE	MONTHLY BILLING FOR SERVICES	1,200.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P94602	00186452	SYSTEMS DESIGN WEST LLC	Transport Billing Fees	748.09
P94592	00186377	EMERALD CITY EMBROIDERY	Admin Duty Shirts	337.16
	00186363	CENTURYLINK	PHONE USE MARCH 2017	300.36
P94595	00186437	RICOH USA INC	Cost Per Copy/Fire	193.40
P94594	00186372	COMCAST	Internet Charges/Fire	106.27
P94593	00186372	COMCAST	Internet Charges/Fire	62.32
	00186390	HEITMAN, STEVE	ROTARY FEE	20.00
<i>Org Key: FR2100 - Fire Operations</i>				
P94533	00186441	SEA WESTERN INC	Honeywell POSI USB Upgrade	1,815.29
P94532	00186467	WESTHILL ELECTRONICS	400/800 mhz Radio Install/New	1,122.58
P94534	00186394	HUGHES FIRE EQUIPMENT INC	Door Module/Wiring for 8611	734.79
P94532	00186467	WESTHILL ELECTRONICS	Repair 800 mhz radio	353.69
P94532	00186467	WESTHILL ELECTRONICS	800 mhz mobile radio removal	316.46
P94598	00186461	VERIZON WIRELESS	Cell Charges/Fire	16.77
<i>Org Key: FR2400 - Fire Suppression</i>				
P94238	00186408	LN CURTIS & SONS	Bullard T3 Batts for TIC (3)	588.16
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P94599	00186352	AIRGAS USA LLC	Oxygen/Fire	44.15
<i>Org Key: FR4100 - Training</i>				
P94366	00186395	INT'L SOCTY OF FIRE SERV INSTR	Training Officer Credentials	850.00
P94597	00186448	SPENCER, FREDERICK E	CBT Instructor	450.00
P94596	00186389	HEALTHFORCE PARTNERS LLC	Telemedicine Consult/Respirato	346.00
	00186355	AUSTIN, RAY	MILEAGE EXPENSE	117.49
<i>Org Key: GGM001 - General Government-Misc</i>				
P94484	00186421	NOVAK CONSULT GROUP INC, THE	Leadership Team Retreat Facili	8,000.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00186363	CENTURYLINK	PHONE USE MARCH 2017	2,173.54
P94279	00186462	VMWARE INC	VMWare Annual Support - vCente	1,403.07
P94279	00186462	VMWARE INC	VMWare Annual Support - vCente	1,304.13
P94575	00186417	MONOPRICE INC	MINI DISPLAY PORT	97.39
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P94554	00186463	WA ST DEPT OF TRANSPORTATION	INV 41 JA6287 L022	838.34
P94600	00186375	DUNN LUMBER COMPANY	MISC. LUMBER	753.98
P94591	00186391	HOME DEPOT CREDIT SERVICE	REBAR, SPIKES & HARDWARE	312.75
P94604	00186401	KING COUNTY FINANCE	INV 82776-82776 SIGNAL SERVICE	249.82
P94481	00186401	KING COUNTY FINANCE	SIGNAL SERVICES	126.18
P94461	00186455	TRAFFIC SAFETY SUPPLY	STREET SIGNS	76.65
P94457	00186455	TRAFFIC SAFETY SUPPLY	STREET SIGNS	88.47
P94536	00186458	USABlueBook	BILGE PUMPS	43.75
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	439.13
<i>Org Key: MT2500 - ROW Administration</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P94277	00186436	REPUBLIC SERVICES #172	ACCT 172-883826 2017 ANNUAL SW	190.70
P94460	00186447	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	170.33
<i>Org Key: MT3100 - Water Distribution</i>				
P94549	00186405	LINESCAPE OF WASHINGTON	S11376 EMERGENCY MAIN BREAK	2,309.81
P94605	00186357	BRAVO ENVIRONMENTAL	CONTRACTED VACTOR SERVICE WHIL	2,206.43
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	1,611.01
P94536	00186458	USABlueBook	RIDGID TUBE BENDER	198.73
P94522	00186457	UNITED RENTALS NORTHWEST INC	ASPHALT CUTTER BIT & KILFROST	125.76
P94536	00186458	USABlueBook	BILGE PUMPS	43.75
<i>Org Key: MT3200 - Water Pumps</i>				
	00186363	CENTURYLINK	PHONE USE MARCH 2017	59.41
<i>Org Key: MT3300 - Water Associated Costs</i>				
P94456	00186447	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	137.96
P94462	00186447	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	95.16
<i>Org Key: MT3400 - Sewer Collection</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	1,133.16
P94603	00186400	KING COUNTY FINANCE	INV 63408 SWD 722009118	251.59
P94416	00186384	GRAINGER	HARD HAT (FULL BRIM)	26.46
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00186364	CENTURYLINK-ACCESS BILL	PHONE USE MARCH 2017	634.94
	00186363	CENTURYLINK	PHONE USE MARCH 2017	502.71
P94536	00186458	USABlueBook	BILGE PUMPS	87.48
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P94458	00186447	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	254.92
	00186398	JONES, MARK	MILEAGE EXPENSE	9.10
<i>Org Key: MT3800 - Storm Drainage</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	306.36
	00186470	WILLING, ROBERT	MILEAGE EXPENSE	29.64
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P94480	00186378	EVERGREEN SAFETY COUNCIL	36 PUBLIC WORKS EMPLOYEES FLAG	1,388.38
P94556	00186418	MULTICARE IMMEDIATE CLINIC	INV 3596 DOT PHYSICALS FOR	270.00
P94556	00186418	MULTICARE IMMEDIATE CLINIC	INV 3878	90.00
P94425	00186373	CRYSTAL AND SIERRA SPRINGS	2017 ANNUAL PO FOR WATER DELIV	88.11
<i>Org Key: MT4200 - Building Services</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	5,653.42
P94570	00186427	PACIFIC AIR CONTROL INC	ROW/UTILITY HVAC REPAIR	1,264.66
P94552	00186366	CHEMAQUA	WATER TREATMENT PROGRAM	805.65
P94571	00186427	PACIFIC AIR CONTROL INC	HVAC REPAIR EOC	606.54
P94566	00186466	WESTERN ENTRANCE	REPAIR DOWNSTAIRS STOREFRONT D	443.48
P94565	00186376	EASTSIDE EXTERMINATORS	CITY HALL EXTERMINATORS	228.96
P94450	00186384	GRAINGER	CASTER WHEELS	26.90
	00186425	OLSON, MARCY	PARKING FEE	16.00
<i>Org Key: MT4300 - Fleet Services</i>				
P94303	00186431	POWERPLAN - OIB	FL-0388 REPAIRS - ENGINE REBUI	33,005.32

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P93482	00186426	OVERLAKE OIL	INV 182641 2017 UNLEADED AND	2,775.47
P94546	00186420	NORTON CORROSION LIMITED LLC	INV 252699 2017 ANNUAL INSPECT	1,115.00
P93482	00186426	OVERLAKE OIL	INV 182641 2017 UNLEADED AND	905.01
P93485	00186354	AMERIGAS-1400	INV 3063098555 2017 PROPANE DE	552.48
P94560	00186432	PRAXAIR DISTRIBUTION INC	2017 ANNUAL ACETYLENE AND OXYG	51.35
<i>Org Key: MT4501 - Water Administration</i>				
	00186363	CENTURYLINK	PHONE USE MARCH 2017	53.43
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	81.32
<i>Org Key: PO0000 - Police-Revenue</i>				
	00186472	YOUNG, DAVID	PERMIT REFUND	32.00
<i>Org Key: PO1100 - Administration (PO)</i>				
P94410	00186362	CDW GOVERNMENT INC	Patrol Ticket Printer Paper	365.09
<i>Org Key: PO1700 - Records and Property</i>				
P94608	00186450	SPOKANE, CITY OF	Drug destruction	29.21
<i>Org Key: PO2100 - Patrol Division</i>				
P94495	00186403	KROESENS UNIFORM COMPANY	Uniform shirts-Derr & Herzog	113.89
P94607	00186369	CLEANERS PLUS 1	Uniform cleaning	106.72
<i>Org Key: PO2200 - Marine Patrol</i>				
P94488	00186380	FISHERIES SUPPLY	Rearm kits`	380.36
P94606	00186465	WEST MARINE	Marine Patrol equipment	253.84
<i>Org Key: PO2450 - Special Operations Team</i>				
	00186444	SEIFERT, MIKE	SOT TRAINING-NTOA MEMBERSHIP	1,415.00
<i>Org Key: PO4300 - Police Training</i>				
	00186440	SCHUMACHER, CHAD C	TRAINING EXPENSES	643.81
	00186409	MAGNAN, JEFF	PER DIEM REIMBURSEMENT	416.00
	00186444	SEIFERT, MIKE	PER DIEM REIMBURSEMENT	416.00
	00186440	SCHUMACHER, CHAD C	PER DIEM REIMBURSEMENT	280.50
<i>Org Key: PR1100 - Administration (PR)</i>				
P94580	00186399	KELLEY IMAGING SYSTEMS	Jet Set 24lb (lighter) plotter	126.73
P94468	00186456	TRI-TEC COMMUNICATIONS INC	IP230 Phone Wall Mount	23.00
<i>Org Key: PR2104 - Special Events</i>				
P94576	00186361	CAREY, ANGELA	Entertainment for Leap for Gre	500.00
<i>Org Key: PR4100 - Community Center</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	3,907.26
P94587	00186471	WRPA	WRPA Conference Registration F	325.00
	00186363	CENTURYLINK	PHONE USE MARCH 2017	51.08
<i>Org Key: PR6100 - Park Maintenance</i>				
P94582	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	982.99
P94453	00186360	CALPORTLAND COMPANY	#4 X DUST (33.42 TONS)	449.20
P94511	00186468	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	328.41
P94425	00186373	CRYSTAL AND SIERRA SPRINGS	2017 ANNUAL PO FOR WATER DELIV	132.17

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P94556	00186418	MULTICARE IMMEDIATE CLINIC	INV 3596 DOT PHYSICAL FOR TROY	90.00
P94459	00186447	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	90.78
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P94582	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	554.29
	00186363	CENTURYLINK	PHONE USE MARCH 2017	90.33
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P94582	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	2,218.76
P94453	00186360	CALPORTLAND COMPANY	#4 X DUST (33.42 TONS)	449.20
	00186363	CENTURYLINK	PHONE USE MARCH 2017	259.96
P93815	00186368	CINTAS CORPORATION #460	2017 Rug cleaning services for	98.56
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P94520	00186407	LLOYD ENTERPRISES INC	PLAYFIELD SAND (33.5 TONS)	909.62
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P94582	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	595.54
P94564	00186391	HOME DEPOT CREDIT SERVICE	LOCK BOX, TIE WIRE & SAW BLADE	182.76
P94601	00186383	GOODSELL POWER EQUIPMENT	MISC. TRIMMER PARTS	137.84
P94568	00186430	PLATT ELECTRIC	FUSE HOLDER & SHRINK TUBING	68.99
<i>Org Key: PY4616 - Flex Admin 2016</i>				
	00186410	MATHESON, SHAWN	FLEX SPEND REIMB	2,550.08
	00186355	AUSTIN, RAY	FLEX SPEND REIMB	2,375.00
	00186428	PINEAU, LINDA	FLEX SPEND REIMB	1,499.94
<i>Org Key: PY4617 - Flex Spending Admin 2017</i>				
	00186443	SEGLE, KRYSS	FLEX SPEND REIMB	1,300.00
	00186412	MCCOY, STEPHEN W	FLEX SPEND REIMB	1,040.00
	00186374	DALY, RYAN	FLEX SPEND REIMB	500.00
	00186453	TAWNEY, LAURA	FLEX SPEND REIMB	220.24
	00186393	HOOMAN, ELLIE	FLEX SPEND REIMB	217.39
	00186446	SOLOMON, MEARA	FLEX SPEND REIMB	96.14
	00186449	SPIETZ, ALLISON	FLEX SPEND REIMB	47.81
<i>Org Key: VCP432 - CIP Storm Drainage Salaries</i>				
	00186385	GU, FRED Y	DOE METTING EXPENSE	120.28
	00186385	GU, FRED Y	PER DIEM REIMB	96.00
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P94569	00186454	THYSENKRUPP ELEVATOR CORP	STATE REQUIRED ELEVATOR REPAIR	3,082.37
<i>Org Key: WP115S - ICP South Synthetic Field</i>				
P94550	00186359	BUILDERS EXCHANGE OF WA	INV 1053917 ICP SPORTSFIELD	57.90
<i>Org Key: WP720R - Recurring Park Projects</i>				
P94409	00186370	CLOUD 9 SPORTS LLC	SOCCER GOALS	8,322.00
<i>Org Key: WR101R - Residential Street Improvement</i>				
P94548	00186416	MINUTEMAN PRESS - BELLEVUE	INV 45975 CARBONLESS INSPECTOR	736.85
P94548	00186416	MINUTEMAN PRESS - BELLEVUE	INV 45939 INSPECTOR DAILY REPO	215.74
<i>Org Key: WR103F - Emer Repair - Freeman Landing</i>				
P94590	00186469	WILLIAMS KASTNER & GIBBS PLLC	Professional services - Invoice	3,684.80

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WR544C - ICW Crosswalk at SE 32nd</i>				
P93025	00186402	KPG	DESIGN - ICW CROSSWALK ENHANCE	5,261.97
P94550	00186359	BUILDERS EXCHANGE OF WA	INV 1053917 PED SIGNAL AT ICW/	63.60
<i>Org Key: WS710R - General Sewer Sys Improvements</i>				
P91737	00186371	COLUMBIA PUMPING & CONST INC	2016 SANITARY SEWER CURED IN P	362.51
<i>Org Key: WW535D- Booster Chlorination Station</i>				
P89617	00186388	HDR ENGINEERING INC	BOOSTER CHLORINATION STATION	20,917.55
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P94551	00186445	SOELLING PLLC, CHRISTOPHER J	Mediation services - Invoice N	1,650.00
<i>Org Key: YF1100 - YFS General Services</i>				
P94580	00186399	KELLEY IMAGING SYSTEMS	Jet Set 24lb (lighter) plotter	126.74
	00186397	JOHNSON, KARLENE	SUPPLIE FOR COUNSELING OFFICE	102.87
<i>Org Key: YF1200 - Thrift Shop</i>				
P94581	00186415	MI UTILITY BILLS	PAYMENT OF UTILITY BILLS FOR W	854.73
<i>Org Key: YF2600 - Family Assistance</i>				
P94579	00186358	BRIGHT HORIZONS	Partial childcare payment for	600.00
P93578	00186433	PUGET SOUND ENERGY	Utility Assistance for Emerenc	183.08
P93578	00186434	PUGET SOUND ENERGY	Utility Assistance for Emerenc	60.89
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				
	00186451	STEWART, HANNAH	LEADERSHIP FORUM EXPENSE	75.38
Total				<u>372,720.52</u>



CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING **3.24.17**
PAYROLL DATED **3.31.17**

Net Cash	\$	525,499.21
Net Voids/Manuals	\$	29,950.55
Net Total	\$	555,449.76
Federal Tax Deposit - Key Bank	\$	100,137.66
Social Security and Medicare Taxes	\$	48,729.99
Medicare Taxes Only (Fire Fighter Employees)	\$	2,056.61
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	23,123.73
Public Employees Retirement System 3 (PERS 3)	\$	6,011.24
Public Employees Retirement System (PERSJM)	\$	616.04
Public Safety Employees Retirement System (PSERS)	\$	179.18
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	25,512.46
Regence & LEOFF Trust - Medical Insurance	\$	106.49
Domestic Partner/Overage Dependant - Insurance	\$	-
Group Health Medical Insurance	\$	-
Health Care - Flexible Spending Accounts	\$	2,496.59
Dependent Care - Flexible Spending Accounts	\$	1,974.55
United Way	\$	230.00
ICMA Deferred Compensation	\$	27,989.29
Fire 457 Nationwide	\$	13,876.62
Roth - ICMA	\$	50.00
Roth - Nationwide	\$	620.00
401K Deferred Comp	\$	1,750.00
Garnishments (Chapter 13)	\$	1,331.00
Child Support	\$	-
Mercer Island Employee Associationa	\$	147.50
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	\$	-
AFLAC - Supplemental Insurance Plans	\$	-
Coffee Fund	\$	-
Transportation	\$	-
HRA - VEBA	\$	4,320.31
Miscellaneous	\$	-
Moving Expenses	\$	(16,790.32)
Tax & Benefit Obligations Total	\$	246,494.28

TOTAL GROSS PAYROLL	\$ 801,944.04
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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.



CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING 4.7.17
PAYROLL DATED 4.14.17

Net Cash	\$	529,622.13
Net Voids/Manuals	\$	17,965.25
Net Total	\$	547,587.38

Federal Tax Deposit - Key Bank	\$	103,397.75
Social Security and Medicare Taxes	\$	48,893.83
Medicare Taxes Only (Fire Fighter Employees)	\$	2,315.98
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	23,921.94
Public Employees Retirement System 3 (PERS 3)	\$	5,978.73
Public Employees Retirement System (PERSJM)	\$	616.04
Public Safety Employees Retirement System (PSERS)	\$	179.18
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	26,743.38
Regence & LEOFF Trust - Medical Insurance	\$	14,388.79
Domestic Partner/Overage Dependant - Insurance	\$	1,269.89
Group Health Medical Insurance	\$	1,027.96
Health Care - Flexible Spending Accounts	\$	2,573.51
Dependent Care - Flexible Spending Accounts	\$	1,974.55
United Way	\$	230.00
ICMA Deferred Compensation	\$	28,657.53
Fire 457 Nationwide	\$	13,876.62
Roth - ICMA	\$	50.00
Roth - Nationwide	\$	620.00
401K Deferred Comp	\$	1,750.00
Garnishments (Chapter 13)	\$	1,331.00
Child Support	\$	852.57
Mercer Island Employee Association	\$	148.75
Cities & Towns/AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	1,870.34
Fire Union - Supplemental Dues	\$	155.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	944.30
AFLAC - Supplemental Insurance Plans	\$	810.78
Coffee Fund	\$	68.00
Transportation	\$	105.00
HRA - VEBA	\$	4,320.31
Miscellaneous	\$	-
Tax & Benefit Obligations Total	\$	289,071.73

TOTAL GROSS PAYROLL	\$ 836,659.11
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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
2017 CITY COUNCIL PLANNING SESSION
FEBRUARY 4, 2017**

CALL TO ORDER AND ROLL CALL

Mayor Bruce Bassett called the 2017 City Council Planning Session to order at 8:30 am in the Luther Burbank Room at the Mercer Island Community and Event Center, 8236 SE 24th Street, Mercer Island, WA.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Dan Grausz, Jeff Sanderson, Wendy Weiker, David Wisenteiner, and Benson Wong were present.

The attached report is hereby incorporated by reference as the minutes of the 2017 City Council Planning Session.

ADJOURNMENT

The Planning Session adjourned at 5:45 pm.

Attest:

Bruce Bassett, Mayor

Allison Spietz, City Clerk

Mercer Island City Council 2017 Planning Session

Mercer Island Community and Event Center

Saturday, February 4, 2017

ATTENDEES

City Council

Bruce Bassett, Mayor
Debbie Bertlin, Deputy Mayor
Dan Grausz, Councilmember
Jeff Sanderson, Councilmember
Wendy Weiker, Councilmember
Dave Wisenteiner, Councilmember
Benson Wong, Councilmember

Facilitator

Marci Wright

City Staff

Julie Underwood, City Manager
Bruce Fletcher, Parks & Recreation Director
Chip Corder, Asst City Manager/Finance Director
Ross Freeman, Sustainability & Communications Mgr
Cindy Goodwin, Youth & Family Services Director
Ed Holmes, Police Chief
Mike Kaser, IS Director
Jason Kintner, Public Works Director
Evan Maxim, Planning Manager
Kryss Segle, Human Resources Director
Kari Sand, City Attorney
Ali Spietz, City Clerk
Kirsten Taylor, Assistant City Manager

INTRODUCTORY ACTIVITIES

The Mayor and City Manager made introductory remarks and introduced the facilitator. Attendees participated in a brief demonstration of the City's new instant polling technology (this demonstration activity was repeated periodically throughout the day).

Attendees reviewed proposed **Planning Session Norms as follows:**

- Everyone participates and is engaged
 - Listen with respect
 - Let others finish before you start talking
 - Be attentive to the speaker
 - Disagree agreeably-look for opportunities to agree
- Questions of clarification are encouraged
- Disparaging comments and side conversations are discouraged
- Conflict must be focused on the issues, not on personalities
- Strive for consensus and provide clear direction
- Silence is agreement
- Remember the power of "and" & "if"
 - Practice "yes, and" rather than "yes/no, but"
 - In seeking consensus consider something that you may disagree with and consider "if" something changed how you might be able to move to consensus
 - Put another way, if you cannot live with the direction, you must offer an alternative
- Be productive and have fun!

Attendees agreed to add an additional item

- Use cell phones only during breaks

Attendees confirmed agreement with the **Planning Session Norms**

REVIEW 2016 ACCOMPLISHMENTS AND SUCCESSES

Attendees reviewed the following 2016 accomplishments:

- Hired new City Manager
 - City Council demonstrated courage in not choosing a candidate in first process (which was led by an outside consultant)

- Staff successfully led a second recruitment and selection process
 - City provided services during period of two interim City Managers without a gap
- Leadership Team, staff, and City Council kept the City running
- Updated Comprehensive Plan and Town Center Plan
- City Attorney successfully resolved catastrophic injury lawsuit, fire station issue, sewer backup case, and land use issue
- Held 45 Council Meetings (24 in 2015)
 - 23 Special Meetings
 - 49 Executive Sessions (16 in 2015)
- Responded to 730 public record requests
- City held numerous Planning Commission meetings for Comprehensive Plan and Town Center Plan updates
- Senior staff kept the wheels on the bus in a very busy year
- Adopted code amendments to allow for school bus cameras
- Council adopted a Principles and Values Proclamation
 - Kenmore Mayor complimented the City on the document
 - Mercer Island community appreciates the document
- 99% complete on the boil water advisory follow-up steps
- City now has a dedicated Emergency Operations Center and is more prepared for emergencies
- Diversity and Inclusion Committee progressed to the implementation phase on work efforts
- New Public Works management team
 - Have made a wholesale change in way of doing business
 - Much greater use of technology
- Youth and Family Services maintained services during increase in population and demand for services without any increase in staff
 - Changed staff configuration
 - Have used two federal 5-year grants
 - Are completing one and have successfully integrated its activities into the regular program
 - Decreased teen drinking statistics
 - MIYFS Foundation activities and events have increased
- Parks completed Calkins Landing and Calkins Point projects and received a \$500k RCO grant for Island Crest Park
- New Parks Field User Policy and worked on off-leash dog issues
- Development Services staffing has stabilized, including the Planning Team. Had a very busy year of projects and permits
 - Most permits since 2007 (3100)
 - Adopted Town Center Vision and Development and Design Guidelines
 - Implemented traffic impact fees
 - Adopted 2015 construction codes
 - Hired more planning resources, and began work on residential development standards
- Finished 2016 with a budget surplus
- Completed many road projects—on time and on budget
 - Schools
 - Island Crest Way Resurfacing
 - 86th & SE 40th Street restriping and lane configuration
- Had 3 new City Councilmembers and they successfully got up to speed on City issues and Council role
- Accomplished many Communication efforts with a 0.6 FTE
- Sustainability-leader in the region
 - Residential solar installations continue at a good pace
 - Added more electric vehicles to City fleet
 - 40% decreases in costs due to LED light project at MICEC Parking Lot
 - Expanded recycling and composting at City buildings
 - Purchasing 100% green power for City buildings (one of few in region)
 - K4C Coalition participation amplifies Mercer Island's voice in state climate issues
- Public Safety
 - Cracked a 3-million-dollar crime ring
 - Very appreciated by the community/popular on Facebook
 - Our dialogue with community in Mercer Island is very different one from the national dialogue between police and citizens
- Strong partnership with the Mercer Island School District

- Received national recognition from Let's Move program
- Parks successfully replaced 5 leadership staff positions in 2016 (out of 7 total staff)
 - No major impact on operations
 - 100% by promotion from within
- City Clerk has been without Deputy Clerk since November and has successfully maintained service level
- Unprecedented demand from community for information. We've done a lot to provide information using 0.6 Communications FTE and other City staff
- Completed I-90 Bollard Study and have begun removing bollards for safety
- Public Works Audit pushed us in a good direction and we will be implementing a new asset management system
- Great interaction within our City staff
- Public Works did great work on the water system problem
- City received another clean audit—22 years in a row
- Budget balanced for 2017 and for the remaining deficit in 2018 will be bridged when the Criminal Justice Fund is closed and folded into the General Fund
- City Attorney staff was amazing—handled very large work volume with excellent quality and timeliness
- Staff doesn't know how City Council does it all—amazing how much time/effort/results are accomplished. No way for public to fully appreciate Council accomplishments—but staff does
- Fire Department stays under the radar (as is appropriate). Do great work and are making a difference in our community and saving lives. And had more turnover than usual in 2016
- All 4 collective bargaining agreements were open in 2016 which was rare and all were successfully settled

A great deal of valuable work was accomplished in 2016, during a very busy year with unusually trying circumstances. The efforts and results of 2016 have set us up for a successful 2017.

LESSONS LEARNED IN 2016 AND MAJOR CHALLENGES & OPPORTUNITIES FOR IMPROVEMENT IN 2017

Attendees discussed the following lessons learned and ways to improve in 2017:

- Desire to move back to a strong City Manager form of government with less Council detail and task involvement. Allow the City Council to resume role/responsibility for policy:
 - With a new City Manager timing is good for Council to make shift out of the weeds and into a higher-level view
 - Concern-if Council doesn't agree with what staff presents, Council shouldn't be silent.
 - E.g. Proud of how Council pushed back about the intersection at SE 40th Street—if we hadn't City would have spent too much money
 - Staff could improve by offering better/clearer alternatives with their recommendations
 - Concern that too often pros/cons are worded just to support the staff recommendations
 - It is a reasonable expectation of staff to provide reasonable alternatives
 - And one alternative is always the status quo
- With very lean staff, we need to match our expectations to the amount of staff being funded. Need to balance.
 - City Council sometimes goes into staff augmentation role-sometimes maybe by default. Important to consider intent—are we saying the City Council will do this for a reason? Council needs to be clear and intentional when we are doing this. When Council supplements staff work, it can negatively impact staff buy-in
 - Does appear to be past practice of Council overdoing this and this can interfere with staff doing their best work
 - Best practice
 - City Council gives direction
 - City Manager works with staff to do the work
 - If City Council wants a change, then direct the City Manager to work with staff
- Successful City Manager hiring process was focused on trying to move back to a strong City Manager form of government
 - City Council needs to better articulate our goal/desired outcome
 - If staff doesn't reach it, staff needs to go back to drawing board
 - Staff also needs to provide multiple reasonable options
 - Last year's TIP: City Council just got the final product as negotiated with the School District—the City Council needs the opportunity to define the outcomes-get to say what we're looking for

- Staff doesn't bristle with City Council suggesting changes-that process important. If want an amendment, should make that motion at an open meeting and see if you get a second.
 - If inclined to wordsmith, best to focus on your intent. If staff is not meeting your needs, start with stating your intent and what you want. Then if you want to suggest language change, go ahead and should be an easier conversation.
- Residential Development Code-staff is happy to get edits ahead of time-especially if Council is catching an error or major issue
- Council has a desire for more study sessions on many issues. Helpful to get more information to all members and also opportunity for all to see and understand edits
 - This is also helpful for public process—citizens get to see the interactions and back and forth
 - Increased study sessions were effective at the City of Shoreline
 - Also could allow more use of Consent Calendar-enable us to get back to how we used to use it
- City Manager wants to move to staff table and off the dais, which will allow her to see all 7 Councilmembers and be better able to get consensus City Council direction
- Important for staff to be sure is majority support (4 thumbs up) for changes at meetings
- If City Manager needs more staff, she should come to the City Council and ask for more staff
 - In 2015 & second half of 2016, staff always said “no” to ideas and always said “we don't have enough staff.” Instead we want the City Manager to hear what Council wants done and then come back and say how it can be done (including a change in priorities or an increase in staff)
- Mercer Island should be a modern, 21st Century City. A good example of that are the recent changes in Public Works.
 - Concern that we are tooled for a City 20 years ago. Often hear we do not have the capacity in our current staff
 - Need a proactive strategic look at 21st City issue to get us there
- If a City Councilmember sends an email to staff as just 1 of 7 Councilmembers saying “I want this” and then staff then does it, it can be a tremendous waste of time if the item/issue doesn't have 4+ Councilmember votes
- We need a plan from the City Manager for how we can get from here (Council in the weeds) to strong City Manager/goal-focused City Council (with more study sessions, more staff, whatever)
 - City Council must be open to making this change-commit to doing so
 - City Manager must then give us a plan to get us there
- Could be as simple as the City Council committing to act in a different manner and then staff needs to act to support the Council
 - Current way of doing business is causing a lot of stress
- City Council needs to follow best practices.
 - All emails to staff need to cc the City Manager
- An example of a success—in City Manager contract discussions Councilmember focused on the objective and then Council and staff worked together to get language to achieve the objective
- City Council sometimes assumes staff has the capacity and truth may be that the capacity does not exist
 - Need to be careful of this
 - Therefore, will be good to get to the objectives—then City Manager can push back when can't do it without change in priorities or more staff
 - City Council role is to set objectives/direction/goals. Then City Manager needs to work with staff to figure out how and bring the plan back to Council.

Consensus View: City Council agrees we are in the weeds and want to move to a strong City Manager with Council role of setting goals and objectives.

- City Manager to give the City Council a plan of how we can get there. May include steps like:
 - More study sessions
 - City Manager getting to know each City Councilmember better and have regular check-ins with each
 - Periodic Council Operation meetings
 - Open meeting with dinner prior to regular meeting
 - Float ideas/get initial sense of interest
 - Planning schedules/strategies
 - Being more proactive and less reactive
- City Manager should be the center of the wheel.

2017-2018 CITY GOALS

Each City Councilmember individually brainstormed ideas for Goals. Each goal idea was collected and common ideas were combined into the following nineteen general Goal Categories:

- Enhance Parks & Recreation Areas
- Maintain Public Safety
- Create Stand Alone 2017 School Counselor Levy
- Collaborate & Leverage Partnership with School District
- Optimize Infrastructure Investments
- Enhance Communication with Community
- Revise City Codes (later combined with #8)
- Critical Areas/GMA/Code Compliance
- Bike/Pedestrian Fixes Along I-90
- Residential Development Code
- I-90 Access/Sound Transit
- Pedestrian Safety
- Complete Transition Back to Strong City Manager
- Capital Levy/City Financial Sustainability
- Town Center
- Eliminate City Council Salaries
- Enhanced IT Systems
- Sustainable Staff Workload
- Advance Sustainability Program

Council decided that (1) I-90 Access/Sound Transit and (2) Complete Transition Back to Strong City Manager would be 2017-2018 Goals.

Council then indicated their individual preferences for additional goals, resulting in initial support for the remaining Goal Categories as follows:

- | | |
|---|---------|
| ▪ Enhance Parks & Recreation Areas | 3 votes |
| ▪ Maintain Public Safety | 1 vote |
| ▪ Create Stand Alone 2017 School Councilor Levy | 1 vote |
| ▪ Collaborate & Leverage Partnership with School District | 0 votes |
| ▪ Optimize Infrastructure Investments | 2 votes |
| ▪ Enhance Communication with Community | 6 votes |
| ▪ Revise City Codes/Critical Areas/GMA/Code Compliance | 6 votes |
| ▪ Bike/Pedestrian Fixes Along I-90 | 0 votes |
| ▪ Residential Development Code | 5 votes |
| ▪ I-90 Access/Sound Transit | N/A |
| ▪ Pedestrian Safety | 2 votes |
| ▪ Town Center | 3 votes |
| ▪ Capital Levy/City Financial Sustainability | 3 votes |
| ▪ Eliminate City Council Salaries | 0 votes |
| ▪ Enhanced IT Systems | 0 votes |
| ▪ Sustainable Staff Workload | 1 vote |
| ▪ Advance Sustainability Program | 1 vote |

After discussing this initial data, Council focused on the following six goals for 2017-2018 along with comments for each (note wording of goal titles is tentative):

- **Preserve I-90 Access and Prepare for Light Rail**
 - Primary focus is the preparation for light rail
 - Need to address and mitigate loss of mobility
 - Critical to achieve Community's Negotiating Priorities-big focus currently
- **Strengthen & Re-Align City Manager Role and City Council Staff Relations**
- **Enhance Openness and Opportunities for Community Engagement**
 - Needs to reflect communication and engagement
 - Communications is a step within engagement
 - Something is not working in our current actions informing citizens of what the City is doing
 - Develop comprehensive communication structure/plan
- **Maintain City's Residential Character**
 - Question about use of term "character"-what does it mean?
 - Needs to be responsive to citizen concern/issues
 - Focus here is on Residential Development Code effort currently underway (not Town Center)
- **Address Outdated City Codes**
 - Critical areas ordinance

- GMA compliance and growth targets
- Staff needs to identify the codes to be worked on in 2017-2018
- **Financial Sustainability**
 - Maintaining/enhancing/preserving quality of life and level of services

Staff agreed to develop draft work plans for each goal and to bring the draft goals/work plans back to Council for final discussion and approval.

ENGAGING THE PUBLIC ON CITY'S OPERATING & CAPITAL FUNDING NEEDS

Chip Corder, Assistant City Manager/Finance Director led a discussion based upon his memo and recommendation contained in the Planning Session packet.

Julie Underwood, City Manager explained her vision for the use of a Citizen Advisory Committee as part of the process, including the purpose and role of the Committee.

Attendees discussed options for timing of the process, whether to pursue one combined levy or two levies (one operating and one capital). Possible levy subjects included capital needs, city operating funds and school counselors.

After discussion, the Council consensus was to follow the staff recommendation contained in Mr. Corder's memo in the Planning Session packet.

PUBLIC COMMUNICATIONS & ENGAGEMENT

Ross Freeman, Sustainability & Communications Manager made a power point presentation covering the City's current communication efforts.

Following the presentation, the attendees discussed current unmet communication needs and identified the following:

- City receives a lot of comments from the public but very little seems to be fed back to the community
 - E.g. At City Council Meetings, a former City Manager used to respond at the meeting to Public Comment. Provided answers or told then when/how would get the answer
 - Another idea would be for the City Manager to have a staff person attending the meeting to connect with the resident for more info or arrange for follow-up
 - Another idea—City Manager Report at the Council Meeting
- Emails to Council mailbox—what happens to them? Are they answered? How would Council know?
 - If email comes to individual mailbox, no one else sees it
 - Currently a problem that the person with the answer (to the question when comes into general mailbox) often doesn't have time to answer immediately
 - Also can be confusion if have multiple people answering without coordination of the response.
 - City Manager would like to be able to respond/coordinate
- Would be good to be able to replicate what Evan did on the Crown Castle issue (publishing comments?)
- Concerned that we are doing so much, yet we continue to identify communications as a big issue. It's not working.
 - Need to include a look at "what should we stop doing?" If it's not working, don't do it.
 - Hear from public that they don't get analysis-get so much info/facts—too much—so don't read it. Have passion to share information, but don't do analysis. Need analysis, not just document dump.
- We live in very rapidly changing environment and resulting increasing expectations by public.
- Have heard good things about virtual town hall
- Is there a way to use virtual town hall to be our "next door"? Or to set the record straight/clear up "next door" issues?
 - Sammamish, maybe Burien are using virtual town hall
 - Sammamish is using it in targeted way to capture comment on specific issues from people who wouldn't go to an actual City Council meeting
 - We should be using free polling technology on sites with lots of users
 - Also there are apps that do a good job with planning type issues
- Concerns with timeliness of responses and also questions about accuracy of staff responses
- Problem is ineffective strategy in this area
 - Public not satisfied

- City Council often not satisfied
- Need to identify what we're trying to accomplish and develop strategies
- Identify best practices/maybe form a committee
- What is measure of success? How would you define success in outreach and engagement?
- Get targeted info from citizens with outreach expertise
- Day to day issues vs more extreme, peak event issues. Can we flex to respond to peak situations? (adequate staffing, resources, expertise)
- Need to have plan for major upcoming public engagement issues
- Need to define problem we're solving to define communications success
- Maybe we should do a survey to be sure there really is a problem with our outreach to public

After discussion, it was agreed that City Manager would work with staff to bring a proposal to Council concerning communication issues to the June Planning Session.

The June Mini-Planning Session was set for a full day on Saturday, June 17.

CITY MANAGER/CITY COUNCIL EXPECTATIONS

The City Council listed their expectations as follows:

- Council often sends questions/comments to staff during the weekend because that is the most convenient time to do so. But Council does not expect staff to respond during the weekend unless the Councilmember clearly states that expectation at the time (and the Councilmember would need a good reason for doing so)
- Staff should use "out of office" when on vacation or otherwise gone and should specify who to contact during the absence
- 1-hour rule is still in place; OK for a Councilmember to ask staff for information as long as it takes the staff member 1 hour or less to figure out the answer (staff member should respond with the answer as soon as reasonable to do so)
- Staff member should speak up if believe requests are being abused
- Councilmember can feel out of the loop on issues if there are dialogues going on outside of meetings. It is helpful for City Manager to play role to keep all Councilmembers "in the loop"
- Want the City Manager to have ideas and be proactive—keep it up!
- Appreciate the City Manager being the face/voice of the City. We need to all speak in one voice. Don't get out in front of the City Council
- City Manager should be City Manager for all 7 Councilmembers
- Weight off Mayor's shoulders that City Manager is stepping up and taking on responsibility
- Like the approach with the Planning Session—different than past ones and it's worked well. Great conversations!
- If have an issue with a Councilmember, talk directly to that Councilmember—don't go to someone else instead
- City Manager role/responsibility is to defend staff—but Council should be respectful in Council meetings. Councilmember should express concerns in private to the City Manager
- City Manager—don't let us backslide!

City Manager's expectations of the City Council:

- Include City Manager when contacting staff—and staff should also keep City Manager in the loop
- Takes direction from the full Council (not individual Councilmembers)
- City Manager will share information requests with all Councilmembers
- Councilmembers should express disagreement when disagree, but should accompany it with recommendation
- No surprises—keep City Manager informed
- Criticize in private
- Support work/life balance
 - Don't expect staff to respond to emails/requests during non-work hours unless it is an emergency
- Support reasonable risk taking. And staff commits to learning from mistakes
- Suspend judgment concerning customer service complaints until the facts are known
- City Manager does not take sides in disputes between Councilmembers

- City Council should communicate concerns to City Manager to allow an opportunity to fix it
- Assist the City Manager in creating a great workplace to keep and attract great staff

Council asked how staff feels about current City Council/Staff relations

- Feeling positive about where we're heading
- Great when Council recognizes our staff's work at meetings
- Agree with City Manager on importance of need for Council to publicly support and deal with concerns privately
- We want to make the City Council look great—want to do whatever we can to help you make the tough decisions you have to make. When we are criticized in public it makes it hard to keep up our best efforts. Very important how messages are delivered
- We've got the right people in the right seats and the best is yet to come!

CITIZEN OF THE YEAR SELECTION

Councilmembers nominated citizens for the 2016 Citizen of the Year award. Following discussion of the nominees, the Council voted and made their selection for 2016. The nominee will be honored at an upcoming Council meeting.



CITY COUNCIL MINUTES REGULAR MEETING MARCH 20, 2017

CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 5:02 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Dan Grausz, Jeff Sanderson, Wendy Weiker, David Wisenteiner (arrived 6:00 pm), and Benson Wong were present.

AGENDA APPROVAL

Councilmember Sanderson requested to amend the agenda to include a proclamation regarding Cities' Immigration Day of Action.

It was moved by Sanderson; seconded by Wong to:

Approve the agenda as amended.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 2 hours.

At 5:03 pm, Mayor Bassett convened an Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 2 hours.

At 6:56 pm, Mayor Bassett noted that the Council would be taking a break from the Executive Session to conduct Regular Business, but would be returning to the Executive Session after the meeting. The Council took a short break until 7:00 pm and the Regular Meeting reconvened.

SPECIAL BUSINESS

Cities' Immigration Day of Action Proclamation

Mayor Bassett proclaimed March 21, 2017 Cities' Immigration Day of Action and stated that Mercer Island joins cities across the country in declaring its solidarity with the immigrant community and asserting its commitment to the values of diversity, inclusiveness and equality.

APPEARANCES

Tom Acker, 74th Ave SE, spoke about the interconnectedness of the current issues on Mercer Island. Spoke about MISD's demographic study. Suggested the Council consider alternatives to supporting the arts instead of Parks & Recreation Department name change.

Nancy Hewitt Spaeth, 8320 SE 34th Street, spoke in support of the Parks & Recreation Department name change to include arts.

Michael Finn, 4024 85th Ave SE, spoke about Mercerdale Park and MICA. Keep parks green.

Will Knedlik, Kirkland, spoke about appealing the East Link EIS, he provided his testimony to the Sound Transit Board regarding the I-90 Users Coalition's opposition to Motion No. M2017-17 and M2017-18.

Elizabeth Buckley, 15 Brook Bay, would like to know where the City is on safety concerns with R8A and questioned EMS response times. Would like an open public forum with police and fire chiefs to know what it will look like moving forward.

Gary Robinson, 6026 East Mercer Way, spoke about change, most important thing to do is communicate, communicate, communicate. Would like to have a more comprehensive communication regarding I-90 litigation. Difficult to keep up with all of the issues and what action the Council is taking to address the issues.

CONSENT CALENDAR

Councilmember Weiker requested the March 6, 2017 Regular Meeting Minutes be removed from the Consent Calendar. The Mayor noted that the Council would discuss the March 6, 2017 Regular Meeting Minutes as the first item of Regular Business.

Payables: \$272,340.28 (03/09/17)

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

Payroll: \$772306.34 (03/10/17)

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

Minutes: February 21, 2017 Regular Meeting Minutes, March 9, 2017 Special Meeting Minutes

Recommendation: Adopt the February 21, 2017 Regular Meeting Minutes, and March 9, 2017 Special Meeting Minutes as written.

It was moved by Bertlin; seconded by Grausz to:

Approve the Consent Calendar and the recommendations contained therein.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

REGULAR BUSINESS

March 6, 2017 Regular Meeting Minutes

Councilmember Weiker asked the Council if there was interest in adding language to the minutes to reflect the Council's intent and actions regarding the Parks and Recreation Department name change at the March 6, 2017 meeting.

It was moved by Weiker; seconded by Bertlin to:

Adopt the March 6, 2017 Regular Meeting minutes with the following amendment:

On Page 5, AB 5263, add the following language:

"Following discussion, the Council appeared to be reaching a tie vote and in light of that Councilmember Grausz moved to postpone the main motion to the next meeting to be considered by the full Council (consistent with Robert's Rules of Order)"

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

AB 5274 I-90 Loss of Mobility Status Report

City Manager Julie Underwood provided an I-90 litigation update. She advised that there are currently three ongoing lawsuits. The first was initiated by the City of Mercer Island claiming breach of contract and other claims against WSDOT & Sound Transit. This lawsuit is currently in the discovery process and there is not yet a hearing

date set.

The second lawsuit was initiated by Sound Transit against the City of Mercer Island to compel the City to withdraw the suspension of the Shoreline Substantial Development Permit (SSDP) and to process the building permit. There was a March 10, 2017 hearing where Sound Transit committed that there would be no work in the Shoreline until Mid-June. They also noted in the hearing that they would be issuing a SEPA Addendum for the East Link Project very soon. City Manager Underwood advised that the City decided to withdraw the suspension of the permit. Once the addendum is received, the City will determine whether further action on the SSDP is needed based on the Addendum. The next hearing regarding this lawsuit is scheduled for April 7, 2017 at 10:00 am.

The third lawsuit was initiated by both WSDOT and Sound Transit. Writs related to this lawsuit are due within the next couple days, and the hearing is set for April 13, 2017.

She urged residents to go to the City's website, as the most up to date information is being posted as updates become available. She also noted that there is a community meeting being planned regarding public safety concerns related to the East Link Project, but a date is not yet set.

Councilmember Weiker asked if there is any update from Sound Transit on dates for the South Bellevue Park and Ride lot closure. City Manager Underwood advised that we do not have confirmed dates yet. Staff will continue working on getting the information from either King County Councilmember Claudia Balducci or Sound Transit, and once it is available will share it with the community.

AB 5271 Consider Parks and Recreation Name Change

Parks and Recreation Director Bruce Fletcher provided background information about the Council's desire to possibly change the name of the Parks and Recreation Department. He asked the Council to resume discussion with the goal of receiving direction from the Council on how to move forward.

Deputy Mayor Bertlin asked that staff provide an update on MICA and make the update public, post the list of capital projects on the website and provide the public and the Arts Council the ability to suggest additional projects, and review Council spending on the 1% for the Arts over the past 5-10 years to ensure the funds are being targeted appropriately. The Council concurred with Deputy Mayor Bertlin's request.

It was moved by Deputy Mayor Bertlin; seconded by Wong to:

Provide direction to the Parks and Recreation Director to change the name from Parks and Recreation to Parks, Arts, and Recreation Department.

Failed 3-4

FOR: 3 (Bertlin, Grausz, Wong)

AGAINST: 4 (Bassett, Sanderson, Weiker, Wisenteiner)

AB 5266 Closing Criminal Justice Fund

Finance Director Chip Corder presented a brief explanation of how Criminal Justice tax funds could be rolled into the General Fund due to the legislature lifting restrictions on these funds in 2010.

It was moved by Grausz; seconded by Sanderson to:

Prepare a 2017-2018 budget amending ordinance to close the Criminal Justice Fund, moving the 2017-2018 budget to the General Fund, the \$34,697 U.S. Treasury reserve to the Technology & Equipment Fund, the \$79,437 JAG and \$41,345 ENTF reserves to the General Fund, and the \$945,173 unreserved fund balance to the General Fund, and to balance the General Fund and Youth & Family Services Fund budgets in 2018 using the 2017-2018 General Fund tax revenues that will be freed up by closing the Criminal Justice Fund.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

AB 5270 Code Amendment Adopting MICC Chapter 3.04 Pertaining to Indemnification of City Employees and Officials (1st Reading)

City Attorney Kari Sand discussed the recommendation for the City to establish a process for employee, official and volunteer indemnification and procedures for the City Council to determine whether the acts or omissions of

said officer, employee or volunteer were, or in good faith purported to be, within the scope of his or her official duties.

Councilmembers Grausz and Wong proposed changes to the ordinance regarding the officer, employee, or volunteer being liable for all hourly charges in excess of the negotiated fee and the City retaining control over defense of the matter in cases where the City is paying for counsel representation.

It was moved by Weiker; seconded by Bertlin to:

Set Ordinance No. 17C-08 to April 3, 2017 for second reading.

Passed 7-0

FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Weiker, Wisenteiner, Wong)

OTHER BUSINESS

Councilmember Absences

There were no absences.

Planning Schedule

City Manager Underwood advised that the City Council Rules of Procedure Study Session originally planned for the March 20 City Council meeting had to be moved to the June 5 meeting. She also advised of the addition of a Council Goals Study Session planned for the April 17 Council Meeting.

The Council discussed canceling the July 3 meeting due to the 4th of July holiday and moving it to another Monday in July. Deputy Mayor Bertlin noted she would be absent at the July 17 meeting due to work obligations.

Councilmember Grausz requested an update on when Finance Director Corder would be coming back to the Council with recommendations on how to fund the I-90 litigation. City Manager Underwood advised that this update is planned to take place at the April 17 Council meeting in the fourth quarter budget adjustments.

Deputy Mayor Bertlin requested information on the meeting agenda for the joint meeting with the MISD board on April 20. City Manager Underwood advised the agenda should be finalized very soon. The main topic of interest known at this point would be the inter-local agreement regarding fields. Deputy Mayor Bertlin advised that she would be interested in an update regarding plans for cameras on school buses, MISD levy capital project updates, and a McCleary report update. Councilmember Weiker advised she would be interested in hearing about the demographic report.

Board Appointments

There were no appointments.

Councilmember Reports

Councilmember Wong advised that on March 9 Executive Constantine announced an initiative planned for the August ballot to fund improved access for kids and families to experience local art, science, and cultural heritage throughout King County. He also mentioned a Chamber of Commerce event to recognize Terry Moreman. He stated that Councilmember Weiker's daughter did great job serving as the MC at community conversation regarding parenting communication with youth and he thanked YFS for putting the event on. He Also commented on the Rotary Run.

Councilmember Weiker thanked City Manager Underwood for her presentation at Eastside Transportation Association. She spoke about the recent Eastside Transportation Partnership meeting. She mentioned the City's participation on the Eastside Human Services Forum.

Deputy Mayor Bertlin spoke about the JCC bomb scare follow up meeting that was put on by Chief Holmes on March 9.

Councilmember Grausz spoke about the Regional Policy Committee meeting and the discussion about the proposed arts levy. He also attended the Joint Resources Committee meeting which deals housing issues.

Councilmember Grausz attended a town hall meeting with 34th district legislators. He advised that our representatives did a great job of bringing Mercer Island's interests into the discussion.

Councilmember Wisenteiner attended the Open Space Conservancy Trust meeting where root rot in City parks was discussed. He advised that Leap for Green will be held this year on April 1.

EXECUTIVE SESSION (Continued)

At 8:52 pm, Mayor Bassett continued the Executive Session to discuss (with legal counsel) pending or potential

litigation pursuant to RCW 42.30.110(1)(i) for approximately 1 hour.

At 10:00 pm, Mayor Bassett adjourned the Executive Session.

ADJOURNMENT

The Regular Meeting adjourned at 10:00 pm.

Attest:

Bruce Bassett, Mayor

Ellie Hooman, Deputy City Clerk



CITY COUNCIL MINUTES REGULAR MEETING APRIL 3, 2017

CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 5:03 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin, and Councilmembers Wendy Weiker, David Wisenteiner, Dan Grausz and Benson Wong (arrived 5:04 pm) were present. Councilmember Jeff Sanderson was absent.

AGENDA APPROVAL

It was moved by Bertlin; seconded by Wisenteiner to:

Approve the agenda as presented.

Passed 5-0

FOR: 5 (Bassett, Bertlin, Grausz, Weiker, Wisenteiner)

ABSENT: 2 (Sanderson, Wong)

EXECUTIVE SESSION

Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes.

The Mayor advised the two Executive Sessions noted on the agenda are under the same RCW and would be merged.

At 5:05 pm, Mayor Bassett convened an Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110 (1)(i) for 60 minutes.

At 6:00pm, Mayor Bassett suspended the Executive Session to allow the study session to begin.

STUDY SESSION

AB 5272 NPDES Stormwater Code Update

City Engineer Patrick Yamashita provided an Overview of Low Impact Development Code Integration and Stormwater Manual Adoption. He then introduced Rebecca Dugopolski from Herrera Environmental Consultants to lead the presentation.

Rebecca Dugopolski provided background on the Department of Ecology's permit under the National Pollutant Discharge Elimination System (NPDEA), requiring municipalities to create and implement a Stormwater Management Program. She advised that Mercer Island's program includes the required elements, but the City's plan requires updates to comply with more recent best management practices that became effective in August 2013.

Following questions and discussion the Council requested to have a future discussion regarding the preservation of natural vegetation and trees to help prevent landslides on the island.

SPECIAL BUSINESS

Sexual Assault Awareness Month Proclamation

Mayor Bassett proclaimed April 2017 Sexual Assault Awareness Month and he encouraged all citizens to join advocates and communities across the country in taking action to prevent sexual violence and create change for the future. Al Smith from King County Sexual Assault Resource Center received the proclamation and spoke about KCSARC's activities regarding Sexual Assault Awareness Month.

APPEARANCES

John Rose, 3066 67th Ave SE, read from a written letter regarding a stormwater runoff concern with a neighboring property. A copy of the letter was provided to the Council.

Mike Cero, 8300 Avalon Drive, spoke about the I-90 outer roadway. Provided the Council with a written article from the Cincinnati Enquirer about the Brent Spence Bridge in Cincinnati and compared this failed bridge to the future of the I-90 bridge.

Richard Tait, 3312 81st Pl SE, spoke about safety concerns in the pedestrian crossing on Island Crest Way at SE 32nd.

Victor Bishop, Eastside Transportation Association Bellevue, requested Council support of Senate Bill 5096 and House Bill 1157 that would delay closing of I-90 center lanes for up to two years to give time to consider impacts of the East Link Project.

Elizabeth Buckley, 15 Brook Bay Drive, spoke about what R8A will look like on Mercer Island. Requests the Council to work with Representative Clibborn to help delay the project to give time for further consideration to public safety concerns.

Sarah Smith, 7109 84th Ave SE, spoke about concerns with post tensioning on I-90 bridge. Requested for the Council to join Representative Clibborn in getting safety concerns with I-90 addressed.

John Tiscornia, 5646 East Mercer Way, spoke about need to work at decreasing the length time with the planned closures related to the Sound Transit East Link Project.

CONSENT CALENDAR

Payables: \$141,827.46 (03/15/17), \$823,831.81 (03/21/17), \$165,414.26 (03/30/2017)

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

AB 5278 Fire Station 92 Close Out

Recommendation: Accept the completed Fire Station 92 Replacement project and authorize staff to close out the construction contract.

AB 5275 Island Crest Way Crosswalk Enhancement – SE 32nd St. Bid Project Award

Recommendation: Award the Island Crest Way Crosswalk Enhancement – SE 32nd project to NPM Construction Co. in the amount of \$228,891, set the project construction budget at \$341,574 and direct the City Manager to execute the construction contract.

AB 5279 2015 Residential Street Overlays Project Close Out

Recommendation: Accept the completed 2015 Residential Street Overlay project and authorize staff to close out the contract.

AB 5280 2015 SE 40th Street Overlay Project Close Out

Recommendation: Accept the completed 2015 SE 40th Street Overlay project and authorize staff to close out the contract.

AB 5281 Roadside Shoulder Improvements East Mercer Way Phase 9 Project Close Out

Recommendation: Accept the completed Roadside Shoulder Improvements East Mercer Way Phase 9 project and authorize staff to close out the contract.

AB 5283 Code Amendment Adopting Chapter 3.04 MICC Pertaining to Indemnification of City Employees and Officials (2nd Reading)

Recommendation: Adopt Ordinance No. 17C-08, establishing a new Chapter 3.04 MICC pertaining to indemnification of City employees, officials, and volunteers.

It was moved by Wisenteiner; seconded by Bertlin to:

Approve the Consent Calendar and the recommendations contained therein.

Passed 6-0

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

ABSENT: 1 (Sanderson)

REGULAR BUSINESS

AB 5284 I-90 Loss of Mobility Status Report

City Manager Julie Underwood advised that on Friday, March 10, 2017, the City Attorney and outside counsel defended a countersuit from Sound Transit seeking to lift the City's suspension of the Shoreline Substantial Development Permit. Judge Beth Andrus issued an order on Monday, March 13, stating that both sides have the opportunity to submit additional evidence. Another hearing is set for Friday, April 7, at 10:00 am.

She advised that negotiations with Sound Transit have resumed. Sound Transit Board Member Claudia Balducci introduced Motion No. M2017-38, which would appoint up to three board members to meet with the City of Mercer Island elected officials. The Councilmembers selected to represent the City in these meetings are Deputy Mayor Debbie Bertlin, and Councilmembers Dan Grausz and Jeff Sanderson.

She spoke about a proposed agreement with Washington Business Alliance for the "Last Mile" parking app that would aid commuters by providing an Airbnb-type solution for parking vehicles on private property. The proposal cost is approximately \$43,000 for the discovery phase and can be funded through the City's I-90 funds. The discovery phase is expected to take approximately four months.

After discussion, several Councilmembers advised they would be supportive of the app in the community, but they didn't feel that the City should fund this type of project without additional scoping and survey of community interest.

AB 5273 NPDES Stormwater Code Update (1st Reading)

City Engineer Patrick Yamashita guided the Council through a discussion about the proposed code updates to the City's stormwater code.

Councilmember Grausz expressed a desire to keep the old 500 sf net new standard as well as adding the new requirement of 2,000 sf new plus replaced impervious surface to ensure that we are not missing any projects that previously would have been subject to stormwater mitigation. He also requested that staff look at best management practices for preserving trees to help mitigate stormwater runoff. The Council concurred with these requests and asked staff to return at second reading with proposed language.

It was moved by Bertlin; seconded by Wong to:

Conduct first reading and provide staff direction to finalize Ordinance No. 17C-09 for second reading and adoption as amended on June 5, 2017.

Passed 6-0

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

ABSENT: 1 (Sanderson)

AB 5276 General Sewer Plan Update

Anne Tonella-Howe Assistant City Engineer introduced Lara Kammereck and Dan Reisinger from Carollo Engineers. Ms. Kammereck presented an overview of the work that has been accomplished to date, and a look ahead at the next steps for the Council to consider. She also provided a summary of recommendations for repair and replacement projects. She spoke about the next steps of confirming Capital Improvement Plan projects prioritization, returning to the Council with a presentation on the draft Capital program and 20-year capital plan and financial strategy to fund reinvestment in the sewer system, and then bringing the plan back to the Council for final approval once comments have been received and incorporated from SEPA review agencies.

OTHER BUSINESS

Councilmember Absences

Councilmember Sanderson's absence was excused.

Deputy Mayor Bertlin will be absent at the July 10th meeting and possibly the July 17th meeting.

Planning Schedule

DSG Director Scott Greenberg presented changes to the schedule for the Planning Commission and City Council's review of the Residential Development Standards, Appeals and Process Code Amendments, and the Moratoria Ordinances.

City Manager Underwood advised that staff recommends cancelling the July 3rd meeting due to the 4th of July holiday and hold a special meeting July 10th to replace it.

Board Appointments

There were no appointments.

Councilmember Reports

Deputy Mayor Bertlin attended the GMPC meeting last week.

Councilmember Wong spoke about a community meeting on immigration issues on March 29 facilitated by Chief Ed Holmes. He also attended the Leap for Green event on April 1.

Mayor Bassett advised that he, Chief Holmes, and City Manager Underwood attended an immigration presentation put on by King County. He also attended the Sound City Association networking dinner with Councilmember Weiker and City Manager Underwood.

EXECUTIVE SESSION (Continued)

At 9:30 pm, Mayor Bassett continued the Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 1 hour.

At 10:00 pm, Mayor Bassett adjourned the Executive Session.

ADJOURNMENT

The Regular Meeting adjourned at 10:00 pm.

Attest:

Bruce Bassett, Mayor

Ellie Hooman, Deputy City Clerk



CITY COUNCIL MINUTES SPECIAL MEETING APRIL 10, 2017

CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the Special Meeting to order at 5:02 pm in the City Hall Council Chambers, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Bruce Bassett and Councilmembers Dan Grausz, Jeff Sanderson, Wendy Weiker, and Benson Wong were present. Councilmember David Wisenteiner participated by phone. Deputy Mayor Debbie Bertlin was absent.

SPECIAL BUSINESS

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

At 5:02 pm, Mayor Bassett convened the Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 1 hour.

At 6:02 pm, Mayor Bassett extended the Executive Session for an additional 30 minutes.

At 6:32 pm, Mayor Bassett extended the Executive Session for an additional 15 minutes.

At 6:40 pm, Mayor Bassett adjourned the Executive Session.

ADJOURNMENT

The Special Meeting adjourned at 6:40 pm.

Attest:

Bruce Bassett, Mayor

Ellie Hooman, Deputy City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND, WA

AB 5268
April 17, 2017
Consent Calendar

REGIONAL ANIMAL SERVICES OF KING COUNTY INTERLOCAL AGREEMENT

Proposed Council Action:

Approve 2018-2022 Regional Animal Services
Interlocal Agreement with King County.

DEPARTMENT OF

Police (David Jokinen)

COUNCIL LIAISON

Benson Wong David Wisenteiner Jeff Sanderson

EXHIBITS

1. Interlocal Agreement for Regional Animal Control Services

APPROVED BY CITY MANAGER

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

SUMMARY

PURPOSE

The purpose of this Agenda Bill is to authorize the City Manager to execute the Interlocal Agreement (ILA) with King County for Regional Animal Control Services for the years 2018 through 2022.

BACKGROUND

The City of Mercer Island receives animal licensing and control services from King County through the Regional Animal Services of King County (RASKC) interlocal agreement (ILA). The current ILA commenced in 2012 and had a three-year duration. It was then extended in 2015 for two more years, and is set to expire at the end of 2017. RASKC provides animal control, sheltering and licensing services on a regional basis. The regional approach allows for enhanced coordination and tracking of regional public and animal health issues, consistent regulatory approach across jurisdictional boundaries, economies of scale and ease of access for the public. A Joint City-County Collaboration Committee met over the last year to negotiate a new ILA for the provision of such services. Staff has provided updates on the negotiations to the Public Safety Committee three times during the process and obtained feedback from Committee members.

Generally, the proposed ILA includes substantially similar terms and services as the current ILA. The services, service levels and service districts remain the same. Key elements and changes from the existing ILA that affect Mercer Island are listed below:

- Cost allocation methodology for Control Services will be changed to reflect a single cost pool (rather than one cost pool per district) and will align with the existing methodology for both Shelter and Licensing Services (80% based on service usage, 20% based on jurisdiction population; usage is to be based on a three-year rolling average).
- Five-year term (effective January 1, 2018 – through December 31, 2022).

- Additional five-year automatic extension; cities can opt out of automatic extension by providing notice by June 30, 2021.
- Limited Re-Opener upon Notice of Termination, if any city opts out of the second term and the resulting cost impact to any remaining party is estimated to not exceed 10%. The Agreement shall automatically extend for a second five year term to December 31, 2027 subject to agreement on adjusting the ILA as necessary based on the parties departing the system.
- Latecomers are allowed prior to the termination or expiration of the Agreement, but only if the additional party will not cause an increase to any City's net costs payable to the County or decrease in service levels provided under this Agreement.
- Jurisdiction revenues in excess of jurisdiction costs will be used to reduce the regional model support expenses, which are covered by the County's General Fund.
- The City of Kirkland is departing from the regional model. King County proposes to make program cost reductions to absorb approximately 50% of the cost impact of Kirkland's departure without impacting service levels. The remaining cost impact will be shared among all parties.

Participating cities must approve the contract no later than June 1, 2017.

COST TO MERCER ISLAND

For the duration of the current ILA, 2012-2017, Mercer Island pet licensing revenue has covered the cost of Mercer Island's portion of animal control services. For the first year of the new ILA (2018) the estimated costs to Mercer Island exceed estimate revenues by \$2,452. The City's Finance Director has been advised of this and said the City's 2018 budget can absorb this additional cost. The County also has an enhanced licensing support program that works in partnership with cities to increase licensing revenue. The City will request to participate in this program to cover the additional cost.

SUMMARY

The ILA negotiated between the cities and the county would continue to provide Mercer Island with a Regional Animal Control System that reliably covers the City's animal service needs. The ILA provides cost certainty for five years with respect to city usage. The agreement supports regional service delivery and includes significant ancillary services to include investigations, prosecutions, and response to public disclosure requests.

RECOMMENDATION

Police Operations Commander

MOVE TO: Authorize the City Manager to sign the 2018 Regional Animal Services Interlocal Agreement with King County for the period of January 1, 2018 through December 31, 2022 in substantially the form attached hereto as Attachment 1.

2018 Regional Animal Services
Interlocal Agreement

This AGREEMENT is made and entered into effective as of this 1st day of January, 2018, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of _____, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, the City and the County are parties to a 2010 Animal Services Interlocal Agreement which, as extended, will terminate on December 31, 2017 (the "2010 Agreement"); and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided through December 31, 2017; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

- a. **"Agreement"** means this 2018 Animal Services Interlocal Agreement, including any and all Exhibits hereto. Unless the context clearly indicates otherwise, the term "Agreement" is intended to reference all 2018 Animal Services Interlocal Agreements by and between the County and other Contracting Cities.
- b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
- c. **"Contracting Cities"** means all cities, including Latecomer Cities, that are parties to an Agreement.
- d. **"Contracting Parties"** means all Contracting Cities and the County.
- e. **"Control District"** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- f. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhanced Control Services Contract").
- g. **"Enhanced Licensing Support Services"** are additional Licensing Support Services that the City may purchase under certain terms and conditions as described in **Exhibit F ("Enhanced Licensing Support Services")**
- h. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 5.
- i. **"Parties"** means the City and the County.
- j. **"Service Year"** means the calendar year in which Animal Services are or were provided pursuant to this Agreement.

2. **Services Provided.** Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services on behalf of the City, consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Collaboration Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 10 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.

- a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

- a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, appeal, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control provisions that differ from those of the County and of any amendments to the City Ordinance adopted subsequent to the effective date of this Agreement.
- b. Authorization to Act on Behalf of City. Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:
 - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.

- ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the City unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.
- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a monthly basis (no later than fifteen (15) calendar days from the end of each calendar month) or more frequently.

4. **Term.** This Agreement will take effect on January 1, 2018 and, unless extended pursuant to subparagraphs 4a or 4b, shall remain in effect until December 31, 2022.

- a. **Automatic Extension.** The Agreement shall automatically continue for a second five year term, until December 31, 2027, unless one or more of the Contracting Parties provide written notice by June 30, 2021, of their intent to opt out of a second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.

b. **Contingent Extension.** If one or more Contracting Cities provides written notice to the County of its intent to opt out of a second term, the Agreement shall continue for a second five-year term, until December 31, 2027, if:

- (i) the cost to any remaining party is not estimated to increase by more than ten percent, based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing party, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing City; and
- (ii) no later than March 1, 2022, the remaining Parties agree in writing upon terms that substantially carry forward the cost and service levels in the initial term. If the Parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.

c. **Date References.** For purposes of construing date specific rights and responsibilities of the Parties upon extension of this Agreement for a second term, references in this Agreement to an initial term date shall mean a date that is five years later. This subsection is not intended to authorize more than one five-year extension period.

d. **Termination.** Any Contracting Party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021. The Agreement may not be terminated for convenience during either the first or second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.

5. **Latecomers.** The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause either a decrease in the level of services provided to the Cities by the County or an increase in the costs payable by the Cities to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."

6. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in Exhibit C, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 7 below and Exhibit D, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of payment-related notices and dates is included at Exhibit C-7):

- a. **Service Year 2018:** The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the County, on or before August 15, 2019, as described in this section.
- b. **Service Years after 2018.**
 - i. **Estimated Payment Determined by December 15.** The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
 - ii. **Estimated Payments Due August 15.** The City will pay the County the Estimated Payment Amount on or before each August 15.
 - iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 7.
 - iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-

payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

- v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 15.g.

c. **Payment Obligation Survives Expiration or Termination of Agreement.**

The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.

- d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

7. Reconciliation of Estimated Payments and Revenues.

- a. In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on

or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

- b. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement.. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Collaboration Committee on any proposals to generate new revenue.
- c. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS (or other animal services provider,) shelter service, Enhanced Control Service, and Enhanced Licensing Support Service, if applicable), they will be reinvested in the Program to reduce the County's costs of the system that are not included in the allocation to cities and to improve service delivery.

8. Enhanced Licensing Revenue Support Services

- a. A City may request licensing revenue support from the County during the term of this Agreement by executing **Attachment A to Exhibit F**. The terms and conditions under which such enhanced licensing support service will be provided are further described at **Exhibit F**. Provision of enhanced licensing support service during the term of this agreement is *subject to* the County determining it has capacity to provide such services. Provision of enhanced licensing support services is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
- b. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
- c. The County has the option to implement licensing support services for cities receiving transition and shelter credits.

9. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

10. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in

said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. Dispute Resolution. Whenever any dispute arising among any of the Parties to this Agreement is not resolved by routine meetings or communications, the disputing Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

12. **Joint City-County Collaboration Committee.** A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenues, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both County and City members of the Joint City-County Collaboration Committee. Recommendations of the Joint City-County Collaboration Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- a. Services provided (as described in Section 2 of this agreement); Control Services; Shelter Services and Licensing Services;
- b. RASKC Revenues and Costs, including any future proposals for significant revenues to support RASKC.

13. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Collaboration Committee.

14. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

15. **General Provisions.**

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other in procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be

delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
Caroline.whelen@kingcounty.gov
King County Dept. of Executive Services
401 Fifth Avenue, Suite 135
Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

16. Administration. This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of January 1, 2018.

King County

City of _____

Dow Constantine
King County Executive

City Manager/Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

List of Exhibits

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Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 each will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts (“host sites”) in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 - 1. Emergent animal bite,
 - 2. Emergent vicious dog,
 - 3. Emergent injured animal,
 - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
 - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall),

lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
 2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
 3. Trespass,
 4. Stray Dog/Cat/other animal confined,
 5. Barking Dog,
 6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner's Dog/Cat/other animal confined.
- e. The Joint-City County Collaboration Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Collaboration Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit and/or Shelter Credit.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section.

Major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program). No major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated. Nor will any such capital project costs be allocated to the Contracting Cities during the term of this Agreement without prior agreement of the Contracting Cities.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
 - a. Dangerous animals will be confined as appropriate/necessary.
 - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), or other animal service providers the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood (or other animal service providers), shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS (shelter in Lynnwood (or other animal service providers) for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, (or other animal service providers) and the County will refer residents of that City to PAWS (or other animal service providers) for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS (or other animal service providers) on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS, or other animal service providers.** Nothing in this Agreement is intended to preclude the County from contracting with other entities to care for animals taken in by the County.
5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Collaboration Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

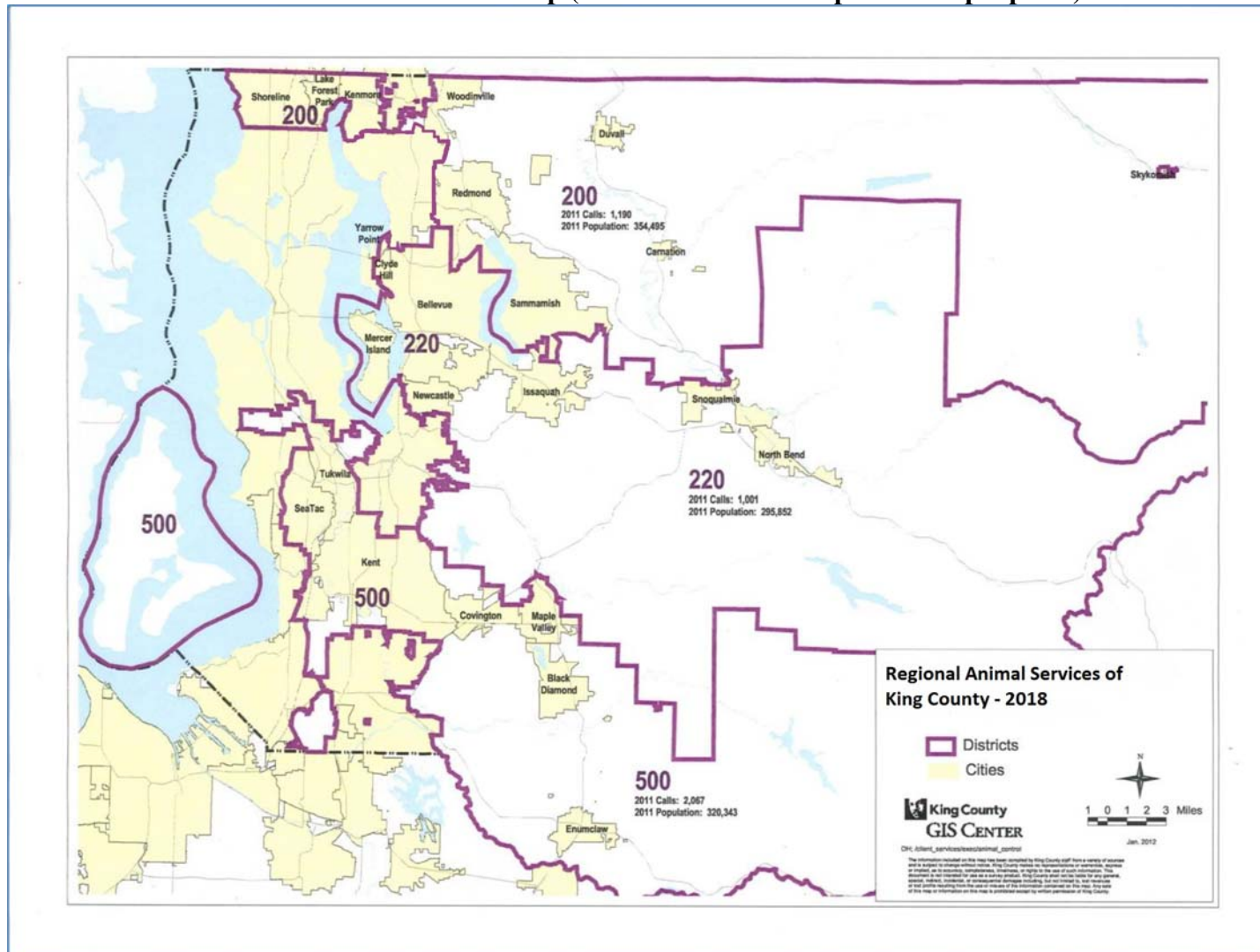
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

Exhibit B-1
RASKC Control District Map (* 3 Districts are for operational purposes)



***Note: 3 districts are for operational purposes; cost allocation is calculated combining all districts into one)**

Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of one (1) year of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions below, an initial cost allocation is made for the Service Year (example 2018) based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**.

Based on the calculation process described in **Parts 1 and 2**, an “Estimated Payment” amount owed by each City for each Service Year is determined. Each Estimated Payment covers one (1) year of service. Payment for service is made by each City every August 15.

Part 1: Service Year Cost Allocation Process

- Control Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the number of calls for service attributable to each Contracting Party. Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS (or other animal service providers) will pay only a population-based charge.
- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

Part 2: Revenue and Other Adjustments to the Cost Allocation.

In 2018 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods). Historical actual data shall be derived from the most recent complete

year, or the most recent December – November actual, whichever is more, unless otherwise approved by the Joint City County Collaboration Committee.

- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2022) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (adjusted annually as indicated in Exhibit C-4, payable annually through 2022,). The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement. Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- All Contracting Cities may request Enhanced Licensing Support Services by executing a separate Enhanced Licensing Support Acknowledgement form with the County (**Exhibit F**). This support is subject to availability of County staff.
- In each Service Year subsequent to 2018, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflator Cap. The Annual Budget Inflator Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated to offset the County's costs not included in the cost allocation model *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS (or other animal service provider); net costs includes consideration of the amounts paid by such City to PAWS (or other animal service provider); and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, and/or purchasing Enhanced Licensing Support Services per Exhibit F, net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Each Service Year .

$$EP = [(EC + ES + EL) - (ELR + TC + SC)]$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or "Estimated Control Services Cost" is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving "EC."*

"ES" or "Estimated Shelter Services Cost" is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving "ES."*

"EL" or "Estimated Licensing Services Cost" is the City's estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving "EL."*

“ELR” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2018, ELR is based on the amount of revenue from each type of active license issued to City residents in 2016, or December 2015-November 2016, whichever is more (the “Calculation Period”). **Exhibit C-2** shows a preliminary estimate of 2016 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2019. Additional factors for Estimated Licensing Revenue:

For Contracting Cities that have executed an Enhanced Licensing Support Acknowledgement form per **Exhibit F**, **ER** is increased by adding the estimated net amount of revenue, if any, estimated to be derived as a result of enhanced licensing support provided to the City (the “Licensing Revenue Target” or “**RT**” less the estimated enhanced licensing support cost); this amount is shown in the column captioned “Estimated Revenue from Enhanced Licensing Support” on **Exhibit C-1**).

License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ELR as compared to Total Licensing Revenue.

Notwithstanding the foregoing, **“ELR”** may be based on an *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Collaboration Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Collaboration Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City-County Collaboration Committee meeting in which Licensing Revenue estimates are presented in preparation for the December 15 Estimated Payment Calculation notification), it shall be used in developing the December 15 Final Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment.

“TC” is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“SC” is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“B” is the **“Budgeted Total Net Allocable Costs”** estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Enhanced Licensing Support Services (described in **Section 7**). A preliminary calculation (by service area — Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2018 Payments is set forth in **Exhibit C-3**.

“Total Licensing Revenue” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees, refunds and rebates. With respect to each Contracting Party, the amount of **“Licensing Revenue”** is the revenue generated by the sale of pet licenses to residents of the jurisdiction, excluding late fees, refunds and rebates. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

“Total Non-Licensing Revenue” means all revenue from fines, forfeitures, and all other fees and charges imposed by the County’s Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Designated Donations, grants, or** entrepreneurial activities.

“Designated Donations” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“Enhanced Licensing Support Services” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7** and **Exhibit F**.

“Annual Budget Inflator Cap” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to

individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap.

“Service Year” is the calendar year in which Animal Services are/were provided.

“Calculation Period” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for the Service Years.

“Population” with respect to any Contracting Party for Service Year 2018 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July, reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2017 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2018 is provided on December 15, 2017, the population numbers used will be from the OFM report issued in July 2017 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 1, 2017 and December 31, 2018. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment **EP** for Service Year 2018 assuming that the County and all Cities that have expressed interest in signing this Agreement as of December 31, 2016, do in fact approve and sign the Agreement.

Component Calculation Formulas (used in each Service Year):

Estimated Control (EC) Services Costs is calculated as follows:

$$EC = ((C \times .8) \times ACFS) + ((C \times .2] \times Pop\%)$$

Where:

"C" is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County's Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Control Services Cost is \$1,979,509., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payment for 2018 and each Service Year.

"ACFS" is the total Average annual number of Calls for Service during the Calculation Period for the Service Year for Control Services originating within the City *expressed as a percentage* of the ACFS for all Contract Parties.. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County's data system (at the Animal Services call center or the sheriff's dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment for each Service Year, the Calculation Period for CFS is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year. **Exhibit C-2** shows a preliminary estimate of **CFS** for 2014-2016, used to determine the Pre-Commitment Estimated 2018 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2017.

"Pop%" is the Population of the City or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

Estimated Shelter (ES) cost for each Service Year is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, (or other animal service provider), then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("A" as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times \text{Pop}\%)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times \text{Pop}\%) + (S \times .8 \times \text{AA})$$

Where:

"S" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Shelter Services Cost is \$2,960,088., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and for each Service Year.

"Pop%" is the population of the City, or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

"AA" is the animal intakes that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City, averaged during the Calculation Period and *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for "AA" is the rolling annual average based on the most recently completed three (3) calendar years (for example 2014-2016 for Service Year 2018)(actual usage). **Exhibit C-2** shows a preliminary estimate of "A" for 2014-2016 used to determine the Pre-Commitment Estimated 2018 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2017.

Estimated Licensing (EL) cost for each Service Year is calculated as follows:

$$\text{EL} = (\text{L} \times .2 \times \text{Pop}\%) + (\text{L} \times .8 \times \text{ALI})$$

Where:

“L” is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year . For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Licensing Cost is \$686,512., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and each Service Year.

“Pop%” is the Population of the City expressed as a percentage of the population of all Contracting Parties.

“ALI” (Average Licenses Issued) is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for **“ALI”** is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year.. **Exhibit C-2** shows a preliminary estimate of **“ALI”** to be used for calculating the Pre-Commitment Estimated 2018 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2017.

Regional Animal Services of King County -DRAFT C-1

2018 Estimated Payment Calculation (Draft)

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Enhanced Licensing Net Revenue (est'd)	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	(a)	(b)	(c)	a+b+c=(d)	(e)	e - d = (f)	(g)	(h)	f + g + h = (i)
Beaux Arts	\$ 447	\$ 188	\$ 281	\$ 917	\$ 1,271	\$ 354	\$ -		\$ 354
Bellevue	\$ 165,398	\$ 186,770	\$ 95,183	\$ 447,350	\$ 373,682	\$ (73,668)	\$ -		\$ (73,668)
Black Diamond	\$ 9,188	\$ 18,017	\$ 4,031	\$ 31,236	\$ 15,765	\$ (15,471)	\$ 5,816		\$ (9,655)
Carnation	\$ 4,628	\$ 4,837	\$ 1,743	\$ 11,207	\$ 7,999	\$ (3,208)	\$ 552		\$ (2,656)
Clyde Hill	\$ 3,210	\$ 2,534	\$ 1,996	\$ 7,741	\$ 7,448	\$ (293)	\$ -		\$ (293)
Covington	\$ 61,463	\$ 109,168	\$ 17,754	\$ 188,385	\$ 88,655	\$ (99,730)	\$ 52,621		\$ (47,109)
Duwall	\$ 13,708	\$ 11,401	\$ 6,125	\$ 31,233	\$ 25,031	\$ (6,202)	\$ -		\$ (6,202)
Enumclaw	\$ 41,052	\$ 51,268	\$ 10,293	\$ 102,614	\$ 45,077	\$ (57,537)	\$ 26,546		\$ (30,991)
Issaquah	\$ 63,302	\$ 40,710	\$ 19,444	\$ 123,455	\$ 72,357	\$ (51,098)	\$ -		\$ (51,098)
Kenmore	\$ 47,880	\$ 14,016	\$ 19,017	\$ 80,913	\$ 50,879	\$ 9,966	\$ -		\$ 9,966
Kent	\$ 328,893	\$ 860,393	\$ 77,478	\$ 1,266,764	\$ 535,270	\$ (910,494)	\$ 547,583		\$ (362,911)
Lake Forest Park	\$ 24,688	\$ 8,126	\$ 11,372	\$ 44,185	\$ 44,144	\$ (41)	\$ -		\$ (41)
Maple Valley	\$ 61,112	\$ 71,308	\$ 21,307	\$ 153,727	\$ 59,772	\$ (58,955)	\$ 6,027		\$ (52,928)
Mercer Island	\$ 21,488	\$ 22,208	\$ 14,911	\$ 58,607	\$ 56,155	\$ (2,452)	\$ -		\$ (2,452)
Newcastle	\$ 20,060	\$ 14,315	\$ 7,770	\$ 42,144	\$ 34,419	\$ (7,725)	\$ -		\$ (7,725)
North Bend	\$ 13,348	\$ 15,151	\$ 6,363	\$ 34,863	\$ 24,262	\$ (10,601)	\$ 1,376		\$ (9,225)
Redmond	\$ 67,148	\$ 70,494	\$ 34,638	\$ 172,280	\$ 128,550	\$ (43,730)	\$ -		\$ (43,730)
Sammamish	\$ 64,870	\$ 59,289	\$ 40,364	\$ 164,524	\$ 156,757	\$ (7,767)	\$ -		\$ (7,767)
SeaTac	\$ 91,581	\$ 237,977	\$ 13,430	\$ 342,989	\$ 43,288	\$ (299,701)	\$ 146,076		\$ (153,625)
Shoreline	\$ 111,659	\$ 34,532	\$ 38,389	\$ 184,580	\$ 143,418	\$ (41,162)	\$ -		\$ (41,162)
Snoqualmie	\$ 18,983	\$ 20,483	\$ 8,319	\$ 47,786	\$ 32,462	\$ (15,324)	\$ -		\$ (15,324)
Tukwila	\$ 68,213	\$ 177,656	\$ 9,487	\$ 255,356	\$ 32,550	\$ (222,806)	\$ 112,017		\$ (110,789)
Woodinville	\$ 18,015	\$ 7,266	\$ 8,119	\$ 33,400	\$ 32,487	\$ (913)	\$ -		\$ (913)
Yarrow Pt	\$ 1,079	\$ 653	\$ 734	\$ 2,465	\$ 2,719	\$ 254	\$ -		\$ 254
Unincorp. King County	\$ 658,097	\$ 921,327	\$ 217,965	\$ 1,797,389	\$ 860,267	\$ (937,122)	\$ -		\$ (937,122)
Total	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109	\$ 2,770,684	\$ (2,855,425)	\$ 898,614	\$ -	\$ (1,956,811)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,121,959	\$ 3,088,288	\$ 763,512	\$ 5,973,759
Budgeted Non-Licensing Revenue	\$ 142,450	\$ 128,200	\$ 77,000	\$ 347,650
Budgeted New Regional Revenue	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109

*Pet License assumption based on 2016 Actual (Preliminary)

Note: Estimated for Precommitment period based on most current data. 2018 Final Estimated Payment Calculation will be issued per the terms of the 2018 IIA

Regional Animal Services of King County
Draft 1-20-17

Exhibit C-2

Population, Calls for Service, Shelter Intakes, and Licenses Issued - Data by Jurisdiction -
Used to Derive the Precommitment 2018 Estimated Cost Allocation

Jurisdiction	2016 Population	Average Calls for Service 2014 -2016	Average Intakes 2014 - 2016	Average Licenses Issued 2014 - 2016
Beaux Arts	300	1	-	40
Bellevue	139,400	333	162	12,605
Black Diamond	4,305	23	25	573
Carnation	1,850	12	6	248
Clyde Hill	3,060	6	1	261
Covington	18,750	167	159	2,529
Duvall	7,425	33	11	849
Enumclaw	11,410	113	72	1,453
Issaquah	34,590	152	31	2,425
Kenmore	22,320	120	-	2,654
Kent	124,500	862	1,277	9,990
King County (Uninc'd)*	245,920	1,729	1,252	30,662
Lake Forest Park	12,940	60	-	1,597
Maple Valley	24,790	158	91	2,979
Mercer Island	23,660	36	12	1,930
Newcastle	11,090	48	12	1,036
North Bend	6,570	33	18	910
Redmond	60,560	130	53	4,346
Sammamish*	61,250	122	34	5,293
SeaTac	27,810	249	360	1,579
Shoreline	54,990	276	-	5,114
Snoqualmie	13,110	42	20	1,079
Tukwila	19,540	187	270	1,118
Woodinville	11,570	41	-	1,083
Yarrow Pt	1,040	2	-	98
Grand Total	942,750	4,935	3,866	92,451

Notes: 3-Year Average is rounded to nearest whole number. (2016 Source data based on preliminary usage count)

Final usage data (2014-2016) and population data for 2017 will be used to update and determine the Final 2018 Payment Calculation

Source: WA ST Office of Financial Management (population), Regional Animal Services of King County (usage)

*Usage adjusted for 2016 Klahanie Annexation

Regional Animal Services of King County
1-20-2017

Exhibit C-3

Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2018 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2018 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Control Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$161,969
2	Direct Service Field Staff Costs	\$799,269
3	Call Center Direct Service Staff Costs	\$268,415
4	Overtime, Duty, Shift Differential and Temp Costs	68,340
5	Facilities Costs	8,055
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$23,000
8	Medical Costs	\$50,000
9	Other Services	\$75,000
10	Transportation	\$200,981
11	Communications Costs	39,336
12	IT Costs and Services	\$126,625
13	Misc Direct Costs	\$90,536
14	General Fund Overhead Costs	47,140
15	Division Overhead Costs	\$121,798
16	Other Overhead Costs	23,995
	2018 Budgeted Total Allocable Control Services Cost	\$2,121,959
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$142,450
	2018 Budgeted Net Allocable Control Services Cost	\$1,979,509

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Shelter Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$242,954
2	Direct Service Shelter Staff Costs	\$1,349,896
3	Direct Service Clinic Staff Costs	\$311,401
4	Overtime, Duty, Shift Differential and Temp Costs	\$121,686
5	Facilities Costs	\$151,916
6	Office and Other Operational Supplies and Equipment	\$145,166
7	Printing, Publications, and Postage	\$11,000
8	Medical Costs	\$150,000
9	Other Services	122,500
10	Transportation	\$13,132
11	Communications Costs	\$1,200
12	IT Costs and Services	\$99,009
13	Misc Direct Costs	\$70,300
14	General Fund Overhead Costs	\$83,923
15	Division Overhead Costs	\$207,655
16	Other Overhead Costs	\$6,550
	2018 Budgeted Total Allocable Shelter Services Cost	\$3,088,288
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$128,200
	8	
	2018 Budgeted Net Allocable Shelter Services Cost	\$2,960,088

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal shelter operations vary by year but include costs such as shipping of food and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone and radio. Information technology direct costs include IT equipment replacement as well as direct services costs.
- 12 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 13 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .
- 14 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia fees.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Licensing Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$52,291
2	Direct Service Licensing Staff Costs	\$404,377
3	Overtime, Duty, Shift Differential and Temp Costs	\$7,742
4	Facilities Costs	\$14,000
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$81,700
7	Other Services	\$37,109
8	Communications Costs	\$2,000
9	IT Costs and Services	\$76,424
10	Misc Direct Costs	\$1,966
11	General Fund Overhead Costs	\$19,160
12	Division Overhead Costs	\$42,280
13	Other Overhead Costs	\$21,163
	2018 Budgeted Total Allocable Licensing Services Cost	\$763,512
14	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$77,000
	8	
	2018 Budgeted Net Allocable Licensing Services Cost	\$686,512

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.
- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .

- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4

Calculation and Allocation of Transition Funding Credit ("TC"), and Shelter Credit ("SC")

A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for each Service Year, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

During Reconciliation, if a City receiving Transition Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita average shelter intakes ("AA") exceed the average for all Contracting Parties. During the initial term of this Agreement, a total of \$750,000 will be applied as a credit in each Service Year to Contracting Cities whose per capita average shelter intakes ("AA") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never

result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The Shelter Credit shall be calculated annually as part of the Final Estimated Payment Calculation provided prior to the Service year. The Shelter Credit shall be determined based on the City's relative per capita three (3) year average of animal intakes ("AA") in excess of the three (3) year average for all contracting parties for the same period. The County will consider providing the Shelter Credit in the second term at the same level as for the initial term.

Table 3: Shelter Credit Allocation—2018

Regional Animal Services of King County

Proposed Credit Distribution (3Yr Average Intakes) (2016 Population)

Jurisdiction	District	2016 Pop	Average Intake (2014-2016)	Intake per Capita	Difference between 3 Yr Syst Avg and 3 Yr City Average per Capita	Intake over the Per capita System Avg.	Pro Rata % of Jurisdiction per capita Intake over the average (Encl. KC)	Pro Rata Allocation of Shelter Credit
Carnation	200	1,250	6.00	0.0032	(0.0005)	1		
Brasel	200	7,425	11.00	0.0015	(0.0024)	18		
Kennel	200	22,320	-	-	(0.0035)	96		
Kirkland*	200	84,680	52.00	0.0011	(0.0028)	234		
Lake Forest Pk	200	12,940	-	-	(0.0035)	50		
Redmond	200	60,560	53.00	0.0009	(0.0030)	180		
Sammamish	200	61,250	28.00	0.0005	(0.0034)	208		
Shoreline	200	54,560	-	-	(0.0035)	212		
Woodinville	200	11,570	-	-	(0.0035)	45		
Bellevue	220	300	-	-	(0.0035)	-		
Bellevue	220	139,400	162.00	0.0012	(0.0027)	375		
Clyde Hill	220	3,060	1.00	0.0003	(0.0035)	11		
Issaquah	220	34,550	31.00	0.0009	(0.0030)	102		
Mercer Island	220	23,690	12.00	0.0005	(0.0033)	79		
Newcastle	220	11,050	12.00	0.0011	(0.0028)	31		
North Bend	220	6,570	18.00	0.0027	(0.0011)	7		
Snoqualmie	220	13,110	20.00	0.0015	(0.0023)	30		
Yarrow Point	220	1,040	-	-	(0.0035)	4		
Kenil	500	124,500	1,277.00	0.0103	0.0064	(796)	58.28%	\$ 437,056
SeaTac	500	27,810	360.00	0.0129	0.0091	(253)	18.48%	\$ 138,507
Tukwila	500	19,540	270.00	0.0138	0.0100	(195)	14.23%	\$ 106,736
Black Diamond	500	4,305	25.00	0.0058	0.0020	(8)	0.62%	\$ 4,815
Couplington	500	18,750	159.00	0.0085	0.0046	(87)	6.34%	\$ 47,566
Enumclaw	500	11,410	72.00	0.0063	0.0025	(25)	2.05%	\$ 15,377
Maple Valley	500	24,750	91.00	0.0037	(0.0002)	4		\$ -
King City Unincorp*	All	245,520	1,257.00	0.0051	0.0013	(310)		
Total		1,027,480	8,867	0.0086	0	(1,353)	100%	\$ 750,000
Average:	System Per Capita Average (Intakes/Population)		0.00385	Credit to be applied: 750,000				

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway. System average is calculated by dividing the sum of each jurisdiction's annual average intakes over a rolling three year period divided by the total population.

*Unincorporated King County intakes include non-RAS intakes.

Regional Animal Services of King County
1/23/2017

During Reconciliation, if a City receiving Shelter Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

Exhibit C-5:

[Intentionally Omitted]

Exhibit C-6:

Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

ELR is Estimated Licensing Revenue attributable to the City

ACFS (Average Calls for Service) is the rolling three (3) year average number of Calls for Service originating in the City

AA (Average Animals) is the rolling three (3) year average number of animals in the shelter attributable to the City

ALI (Average Licenses Issued) is the Rolling three (3) year average number of active paid regular pet licenses issued to City residents

Pop is Population of the City expressed as a percentage of all Contracting Parties;

Calculation Periods -- Service Year 2018

Component		Estimated 2018 Payment (final) (published December 15 2017)	Reconciliation Payment Amount (determined by June 2019)
ELR (Estimated Revenue)		> of December 2016– November 2017 just prior to Service Year or 2016 Actual	Actual Licensing Revenue 2018
ACFS (Avg. Calls for Service)		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA (Avg. Animal intakes)		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI (Avg. Licenses Issued)		Three (3) year rolling average (2014, 2015, 2016)	N/A

Pop, (Population)		OFM April 2017, adjusted for all annexations \geq 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018	Same, adjusted for all annexations \geq 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018
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Calculation Periods: Service Year 2019 and subsequent Service Years

Component		Estimated (Service Year) Payment (published December 15 prior to Service Year)	Reconciliation Payment Amount (determined by June 30 following each Service Year)
ELR		> of December- November just prior to Service Year or previous complete calendar year	Actual Licensing Revenue (Service Year)
ACFS		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI		Three (3) year rolling average (2014, 2015, 2016)	N/A
Pop,		OFM April prior to prior to Service Year, adjusted for all annexations \geq 2,500 and/or Latecomer Cities joining that are known to take effect prior to or during the Service Year.	Same, adjusted for all annexations \geq 2,500 and/or Latecomer Cities joining, occurring prior to or during the Service Year.

If the Agreement is extended for a second term, calculated cost and reconciliation shall be developed in a manner comparable to Service Year 2019 as shown above.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2018

Item	Date
Final Estimated 2018 Payment calculation provided to City by County	December 15, 2017
2018 Estimated Payment due	August 15, 2018
2018 Reconciliation Adjustment Amount calculated	On or before June 30, 2019
2018 Reconciliation Adjustment Amount payable	On or before August 15, 2019

Service Year 2019 and subsequent years

Item	Date
Final Estimated 2019 Payment calculation provided to City by County	December 15, 2018 (December 15 prior to start of Service Year)
2019 Estimated Payment due	August 15, 2019 (August 15 of Service Year)
2019 Reconciliation Adjustment Amount calculated	On or before June 30, 2020 (by June 30 immediately following the Service Year)
2019 Reconciliation Adjustment Amount Payable	August 15, 2020 (by August 15 immediately following the Service Year)

The schedule is developed in the same manner as described above for all Service Years unless otherwise noted in the Agreement.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

Notice of Intent by one or more of the Parties to opt out of the automatic extension for an additional five (5) year term.	June 30, 2021
Deadline for written agreement to Contingent Extension (per section 4(b))	March 22, 2022

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional five (5) year term.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Not less than monthly, 15 days following the end of the calendar month.
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Requests for Enhanced **Licensing Revenue Support Services** in a Service Year may be made at any time on or before December 1, prior to the Service Year, unless mutually agreed to by the County and City.

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, and various credits, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “**Adjusted Net Final Cost**” (“**ANFC**”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS or other animal service providers, if applicable), such excess will be reinvested to reduce costs incurred by the County. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

ANFC ₀ =	Actual Revenue	+	Transition Credit	+	Shelter Credit	-	Cost Allocation	-	Other Services Charge	
	AR		TC		SC		CA		OSC	

$$\text{ANFC}_0 = \text{AR} + \text{TC} + \text{SC} - \text{CA} - \text{OSC}$$

- A. If $\text{ANFC}_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “**OSC**” in the formula for Contracting Cities purchasing shelter services from PAWS (or other animal service providers) and/or purchasing Enhanced Control Services and/or Enhanced Licensing Support Services), **then:**

ANFC₁ = 0, i.e., it is *reset to zero* and the difference between ANFC₀ and ANFC₁ is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where ANFC₀ ≥ 0 are allocated to the County to offset costs incurred by the County that are not included in the cost allocation model (excluding unincorporated area only costs).** Contracting Parties for which ANFC₀ ≥ 0 do not receive a reconciliation payment.

- B. If **ANFC₀ < 0**, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS, (or other animal service providers) Enhanced Control Services, and/or Enhanced Licensing Support Services), then the negative dollar amount is not “reset” and ANFC₁ is the same as ANFC₀.
- C. If, **ANFC₁ < Total Estimated Payments made in the Service Year**, then the difference shall be paid by the County to the City no later than August 15, except that if a City is receiving a Transition Credit and/or a Shelter Credit, the difference shall be used to offset the Credit (s) until the Credit (s) are reduced to zero, at which point the remaining difference shall be paid by the County to the City; if **ANFC₁ > Total Estimated Payments made in the Service Year**, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue, less refunds and rebates**, attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total **AR**).

“TC” is the Transition Funding Credit, if any, for the Service Year.

“SC” is the Shelter Credit, if any, for the Service Year.

“OSC” Other Services Charge is the actual amount paid by a City receiving shelter services to PAWS (or other animal service providers) for such services during the Service Year, if any, plus the actual amount paid or owed by a City to the County for the purchase of Enhanced Control Services and/or Enhanced Licensing Support Services, during the Service Year, if any.

“CA” is the **“Cost Allocation”** as *estimated* for the Service Year for the provision of Animal Services allocated between all the Contracting Parties for the purposes of determining the Estimated Payment. The Cost Allocation is the sum of Estimated Control (EC) costs, Estimated Shelter (ES) costs, and Estimated Licensing (EL) costs calculated as described in **Exhibit C**.

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County will offer Enhanced Control Services to the City during the term of the Animal Services Interlocal Agreement, subject to the terms and conditions as described herein.

The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.

A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15, unless waived by the County, of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in the context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service beginning in 2018. Costs will be based on the budgeted annual cost for the service year for which the service is provided, and shall include the cost of the employee (salary, benefits), equipment (which shall not exceed 3,000 annually)

and animal control vehicle for the employee's use). Costs are subject to adjustment each year.

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in Exhibit D of the Agreement (see "Other Service Charges").
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general periodic calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this

Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the costs are paid during the Service Year, they shall be credited as part of Reconciliation.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the cost are paid during the Service Year, they shall be credited as part of Reconciliation.
- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A. Option 1, a Contract may not be terminated if the term of service resulting is less than one year.
- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

By:

By:

Date

Date

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____ *

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: _____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

variously scheduled service, including but not limited to adjusting allocations of service from increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing work rules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A. Option 1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

Option 1 - Example 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Option1 - Example 2: Aggregate of 1 FTE Requested by all Participating Cities
<p>Cost to City: (% of Half-Time FTE requested) x \$69,182/year in 2018</p> <p><i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$17,295for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months).</p> <p>** (50% of a Half-Time FTE)</p>	<p>Cost to City: (% of FTE requested) x 118,152/year in 2018*</p> <p><i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,769and City C would pay \$29,538 for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months)</p>

* This example is based on 2018 budgeted costs. Costs will be based on actual Service Year budgeted costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ____ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

____ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:
\$_____.

____ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description — days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Exhibit F

Enhanced Licensing Support Services – Terms of Service (Optional)

The County is prepared to offer enhanced licensing support to the City subject to the terms and conditions described herein, between a City and the County having executed the Enhanced Licensing Support Services Acknowledgement (“Acknowledgement”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement (the “Agreement”).

- A. Service Requests, Submittal:** Requests for the County to provide Enhanced Licensing Support Services should be made by submitting the Enhanced Licensing Support Services Acknowledgment form (**Attachment A** to this **Exhibit F**) to the County between June 30 and December 1 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Acknowledgment shall be submitted for each Service Year, unless specified otherwise in the Acknowledgement between the City and the County. The Acknowledgement form shall identify the Revenue Target (the amount of licensing revenue estimated to be gained through Enhanced Licensing Support Services) requested by the City.
- B. County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff and other resources available, and consistent with the priorities stated in **Section 7.c** of the Agreement. The County may adjust the Licensing Revenue Target based on the capacity of the County to fulfill the requested service.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide enhanced licensing support services to the City, the County shall identify the cost for such service for the applicable Service Year or years if more than one year is requested. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. Services Provided by City:** Active participation by the City is an important success factor in the overall pet licensing process. The City may, at the City’s additional cost, engage in the following activities to help enhance the overall effectiveness of the marketing effort:

1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County may provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
2. Dedicate volunteer/staff hours to help follow up on pet licenses that are not renewed.
3. Provide representation at local public events to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the Joint City-County Collaboration Committee marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target (RT) and Payment for Enhanced Licensing Revenue Support:

1. For **all Contacting Cities**: The City will identify a proposed Licensing Revenue Target (RT) in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services. At Reconciliation, the City shall be charged for licensing support service an amount not to exceed the cost specified and agreed to in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, for each City contracting for Enhanced Licensing Support Services, the County shall submit an Enhanced Licensing Support Services Marketing Plan for the upcoming season. The Marketing Plan shall generally identify the various activities, scope, and scheduling to be performed. The City and County shall mutually agree on the Marketing Plan.

2. Each Party will provide the other with a periodic report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than a two (2) week advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

G. Execution of Licensing Revenue Support Services Agreement and Acknowledgment Form

Unless otherwise amended in writing, the Terms of Service noted above, if agreed, shall be documented and acknowledged by the City and County by mutually executing the Enhanced Licensing Support Services Acknowledgment form (Exhibit F, Attachment A)

Exhibit F: Attachment A

ENHANCED LICENSING SUPPORT SERVICES ACKNOWLEDGEMENT FORM

Final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the for Enhanced Licensing Support Services Terms of Service — **Exhibit F** of the *Animal Services Interlocal Agreement for 2018 Through 2022* (“the Agreement”) dated effective as of July 1, 2017.)

1. City _____ Date of Request: _____

2. Enhanced Licensing Support Services for Service Year: ____.

3. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____

4. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:

Name:

Title:

Phone:

Email:

To be completed by King County:

The County agrees to provide the City enhanced licensing support services in Service Year _____ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Enhanced Licensing Support Services Charge, as further described in the Enhanced Licensing Support Services – Terms of Service and **Exhibit D** of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed, per the terms as specified in the Licensing Revenue Support Agreement – Terms of Service, effective as of this ____ day of _____, 20__.

King County

City of _____

By:

By:

Date: _____

Date: _____



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

**AB 5282
April 17, 2017
Regular Business**

**I-90 LOSS OF MOBILITY STATUS REPORT &
FUNDING OPTIONS FOR LITIGATION AND
OTHER COSTS**

Proposed Council Action:

Receive report and provide direction to staff regarding additional funding for I-90/light rail litigation and other costs.

DEPARTMENT OF	City Manager (Julie Underwood) & Finance (Chip Corder)
COUNCIL LIAISON	n/a
EXHIBITS	n/a
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$ 1,000,000
AMOUNT BUDGETED	\$ 1,000,000
APPROPRIATION REQUIRED	\$ 0

SUMMARY

Litigation

On Friday, April 7, 2017, the City's outside counsel defended a countersuit from Sound Transit seeking to enjoin future action by the City on the Substantial Shoreline Development Permit ("SSDP"). While the City is still awaiting the written decision, King County Superior Court Judge Beth Andrus issued her ruling from the bench in favor of Sound Transit, granting a preliminary injunction that enjoins the City from rescinding the SSDP based on changes to the East Link Light Rail Project that allegedly cause adverse environmental (traffic) impacts outside the shoreline jurisdiction. This outcome was very disappointing. The City plans to file a notice of appeal.

The next hearing is on Thursday, April 13. At this hearing, the City will defend Sound Transit's lawsuit challenging the moratoria and seeking to require the City to resume processing of the Mercer Island Station building permit application. As of the writing of this agenda bill, staff did not have the outcome of this hearing and will provide a report on the outcome of the hearing at the April 17 Council meeting.

Sound Transit and WSDOT SEPA Addendum

On April 5, 2017, the City received from Sound Transit the State Environmental Policy Act (SEPA) Addendum for the East Link Light Rail Project, which will traverse Mercer Island along the center roadway of I-90. The Addendum updates the Final Environmental Impact Statement (EIS) issued in July 2011 --and subsequent 2013 and 2016 addenda-- by providing additional analysis and information about the Project. It describes changes in operation of I-90 high-occupancy vehicle (HOV) lanes and Project refinements associated with transit integration on Mercer Island, evaluates the potential impacts of these changes, and identifies changes to mitigation measures.

The Addendum and supporting materials can be viewed and downloaded on [Sound Transit's website](#). City staff, outside legal counsel and consultants are currently reviewing and evaluating the information.

WSDOT Mobility Study

The City received a memorandum regarding I-90 Operations and Mercer Island Mobility from WSDOT Secretary of Transportation Roger Millar on April 5, 2017. Mayor Bassett and the City Manager had a subsequent phone conversation with the Secretary where he provided an overview of the [Mobility Study](#). A Mobility Study is referenced in the [2004 Amendment](#) to the I-90 Memorandum Agreement, and has been expected by the City. The City is currently reviewing the Study and will likely have follow-up questions regarding the assumptions, analysis and findings.

Negotiations with Sound Transit

The first meeting of the Sound Transit and City negotiations teams is tentatively scheduled for Monday, April 24. Details of the meeting continue to be worked on at the staff level.

Community Outreach

The City Council encourages the Mercer Island community to review the SEPA Addendum and Study and provide input via an online form at: www.mercergov.org/Rail_Comments. The City will review these comments as it prepares a response.

On April 25, the City Manager and staff will host an additional citizen “advisors” meeting to provide information and seek input. The list of invited citizens is currently being developed and will be shared as part of the next I-90 Update to Council.

Funding Options

At its February 21, 2017 meeting, the Council appropriated \$600,000 for I-90/light rail litigation and other costs, thereby increasing the 2017 budget for this work to \$1.0 million. In addition, the Council directed staff to identify additional funding options for this work and to report back to the Council on April 17, 2017. The table below divides the additional funding options into the following two categories: 1) new revenue sources; and 2) other sources.

Funding Options	Amount	Note
New Revenue Sources:		
Utility tax on City's utilities	2% tax rate = \$350K/yr Annual cost impact = \$37 (assuming typical single family residential customer)	The current utility tax rate is 5.3%. This is a regressive tax.
Vehicle license fee	\$20 per car = \$350K/yr Annual cost impact = \$40 (assuming 2 cars per household)	This cannot be used for litigation costs, and neither can REET nor gas tax. However, the vehicle license fee can be used to fund arterial street improvements, thereby freeing up REET to pay for transportation studies related to I-90 access and mobility.
Levy lid lift	\$0.04138 per \$1,000 AV = \$500K/yr Annual cost impact = \$41 (assuming \$1.0M AV home)	A February 2018 ballot measure, if approved by voters, would not generate any revenue until 2019. The Contingency Fund could be temporarily tapped in 2017 and then be reimbursed via a levy lid lift in 2019, assuming it passes.

Funding Options	Amount	Note
New Revenue Sources (cont'd):		
Donation	\$50 average contribution x 5,000 Mercer Island households = \$250K Annual cost impact = \$50	There are approximately 10,000 households on Mercer Island. Donations are tax deductible.
Other Sources:		
2015 General Fund available surplus	\$18K one-time	As of 12/31/16, there was \$318K which had not been committed to a specific purpose. Of this amount, \$300K was appropriated for I-90/light rail litigation and other costs on 2/21/17 (AB 5261), leaving an uncommitted balance of \$18K.
2016 General Fund available surplus	\$1.0M one-time	This is the amount over and above what is currently committed in the 2017-2018 Budget.
Folding Criminal Justice Fund into General Fund	\$362K one-time	This is the estimated tax funding that could be freed up in the General Fund after covering the projected 2018 deficits in the General Fund (\$505K) and YFS Fund (\$344K).
F.S. 92 Construction Fund balance, 3/31/17	\$10K one-time	As of 3/31/17, there is an estimated fund balance of \$310K, which includes the \$330K settlement payment from Corp, Inc. Of this amount, \$300K was appropriated for I-90/light rail litigation and other costs on 2/21/17 (AB 5261), leaving a balance of \$10K.
Beautification Fund available balance, 12/31/16	\$260K one-time	MICC Chapter 4.40 would need to be amended to expand the approved uses of B&O tax in the Beautification Fund.
Expenditure cuts/savings	There is no "fat" in the adopted 2017-2018 Budget, with one-time resources being used to bridge the projected deficits in 2017-2018. Any expenditure cuts would impact current service levels. See Challenges of Cutting Services table below. Expenditure savings, which historically have been at least 0.5%-1.0% per year (or \$150K-\$300K of the General Fund's 2017 budget), represent a better option.	Most of the approved 2017-2018 service packages relate to DSG: \$450K for contract permitting staff (funded by development fees); \$215K for long-range planning work (required by state); and \$85K for public outreach on residential code update and long-range planning work (staff strongly recommends against cutting this contracted work).

Besides I-90/light rail litigation and other costs, the City has other significant funding needs. For example, there is a potential ongoing funding need beginning July 1, 2017 related to the state's LEOFF 2 retirement system. The Senate has proposed eliminating the state's LEOFF 2 retirement contribution in the 2017-2019 state budget. If approved by the State Legislature (and not vetoed by the Governor), the annual budgetary

impact to the City of Mercer Island would be \$240,000. In addition, there are a number of significant one-time funding needs, including the following:

- Island Crest Park Improvements (assuming no change in the project scope, \$735,230 in additional funding is needed, because bids came in higher than expected);
- Contaminated soil remediation at Maintenance Center and Honeywell property (\$500,000 estimated cost); and
- Various unfunded capital projects related to parks, public buildings, and pedestrian/bicycle facilities, which are being considered for a potential capital levy lid lift.

The following table, which is organized by department, provides relevant information about the challenges of cutting services.

Department	Challenges of Cutting Services
Police	No cost savings would be achieved by eliminating positions due to contractual minimum staffing requirements, which would have to be maintained using overtime. The exception is the ENTF Detective position, which is being formally eliminated in 2017.
Fire	Same challenges as Police.
DSG	DSG's staffing level is tied to development activity, and their costs are mostly funded by development fees, not taxes. In 2016, the Council added a planning position to address long-range planning issues. Development cost recovery targets were adjusted beginning on August 1, 2016 to free up tax revenues, which are currently dedicated to DSG, to cover the cost of this position.
Public Works	Most of Public Works is budgeted in the Water, Sewer, and Storm Water Funds. The services budgeted in the General Fund relate to right-of way work (roadway maintenance, vegetation maintenance, planter bed maintenance), neighborhood traffic control, and administrative support. During the Great Recession, 2.5 FTEs were cut from the Right-of-Way Team, which have not been restored.
Parks & Recreation	Parks & Recreation has a total cost recovery policy of 50-55% from recreation, ballfield, and room rental fees. Any cuts to Recreation would result in reduced recreation fees, partially negating the cost savings achieved. Nevertheless, recreation programs are a discretionary (i.e. quality of life) service. Parks Maintenance is funded primarily by taxes and is a discretionary service as well.
Youth & Family Services	In 2017, YFS is primarily funded by \$1.50 million in Thrift Shop sales, \$400,000 in General Fund support, \$202,000 in MIYFS Foundation support, and \$190,500 in program fees and donations. Cutting Thrift Shop staff would negatively impact Thrift Shop sales. The School Mental Health Counseling program, which is provided by YFS staff and partially funded by the School District (\$60,000 per year), is a discretionary service.
Municipal Court	Court fines cover almost all of the cost of operating a court, which is staffed by a part-time (0.7 FTE) judge and 2.75 staff. In terms of efficiency, the Court processes significantly more cases per FTE than other municipal courts in King County. This is not a discretionary service.
City Manager's Office, City Attorney's Office, Finance, Human Resources, and Information & Geographic Services	Compared to other full service cities, these administrative departments are extremely lean. For example, even with the new IT position approved in the 2017-2018 Budget, which is funded by the elimination of the ENTF Detective position, the City's IT staffing ratio is only 2.4% vs. 3-5% recommended by Gartner, the leading IT industry research organization.

Staff Recommendation

If the \$1.0 million currently budgeted for I-90/light rail litigation and other costs proves to be insufficient, staff recommends utilizing the following one-time resources first:

- \$362,000 in General Fund tax revenues, which will be freed up from folding the Criminal Justice Fund into the General Fund in 2017;
- \$260,000 in Beautification Fund balance provided that the Council supports expanding the approved uses of B&O tax within MICC Chapter 4.40;
- \$18,000 in remaining 2015 General Fund surplus; and
- \$10,000 in available Fire Station 92 Construction Fund balance.

Taken together, this represents \$650,000 in additional funding, which could be partially or fully appropriated by the Council on May 15, 2017 as part of the I-90 Loss of Mobility Status Report.

Regarding the 2016 General Fund available surplus, which is estimated to be \$1.0 million, staff will return to the Council on June 5, 2017 to seek direction on its disposition.

RECOMMENDATION

City Manager & Finance Director

Provide direction to staff regarding additional funding for I-90/light rail litigation and other costs.



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

**AB 5288
April 17, 2017
Regular Business**

**ADOPT INTERIM ZONING ORDINANCE TO
AMEND THE I-90 RIGHT OF WAY PORTION OF
THE PUBLIC INSTITUTION ZONE TO ALLOW
LIGHT RAIL FACILITIES AS A PERMITTED USE**

Proposed Council Action:

Adopt Ordinance No. 17C-10, adopting an interim zoning ordinance to allow light rail facilities within the Mercer Island I-90 Right of Way portion of the Public Institution zoning classification.

DEPARTMENT OF	City Attorney (Kari Sand)
COUNCIL LIAISON	n/a
EXHIBITS	1. Proposed Ordinance No. 17C-10
APPROVED BY CITY MANAGER	

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

SUMMARY

On Monday night, the City Council will consider proposed Ordinance No. 17C-10 (see Exhibit 1), adopting an interim zoning ordinance for a period of up to six months to specifically allow light rail facilities as a permitted use within the Mercer Island I-90 Right of Way portion of the Public Institution zone. As an emergency ordinance with an immediate effective date, RCW 35A.13.190 requires an affirmative vote by a majority plus one of the whole membership of the council (5 "yes" votes).

Consistent with the provisions of RCW 35A.63.220 and RCW 36.70A390, the City Council is required to hold a public hearing within at least sixty days of its adoption, and may adopt additional findings of fact supporting and justifying the interim zoning ordinance.

RECOMMENDATION

City Attorney

MOVE TO: Adopt Ordinance No. 17C-10, adopting a six-month interim zoning ordinance to allow light rail facilities within the Mercer Island I-90 Right of Way portion of the Public Institution zoning classification.

**CITY OF MERCER ISLAND
ORDINANCE NO. 17C-10**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
RELATING TO LAND USE AND DEVELOPMENT, ADOPTING A SIX
MONTH INTERIM ZONING ORDINANCE TO ALLOW LIGHT RAIL
TRANSIT FACILITIES IN A PORTION OF THE PUBLIC INSTITUTION
ZONING CLASSIFICATION AND DECLARING AN EMERGENCY AND
ESTABLISHING AN IMMEDIATE EFFECTIVE DATE**

WHEREAS, the City has adopted a zoning ordinance that classifies the land within the city into various zones and establishes the use of land, regulates construction, and protects critical and sensitive areas within the City; and

WHEREAS, the general purpose of the City's zoning ordinance is to protect and promote health, safety, and the general welfare through the regulation of development within the City of Mercer Island; and

WHEREAS, specific purposes of the City's zoning ordinance are to provide coordinated development, to avoid traffic congestion, to facilitate adequate provisions for transportation, and other public requirements; and

WHEREAS, the City's zoning ordinance bars the use of any land for any purpose or in any manner other than as listed in the ordinance; and

WHEREAS, the City's zoning ordinance provides a certain zoning classification identified as Public Institution; and

WHEREAS, the portion of the Public Institution zone designated the Mercer Island I-90 Right-of-Way (hereinafter Mercer Island I-90 Right-of-Way) does not allow use of the Mercer Island I-90 Right-of-Way for light rail facilities; and

WHEREAS, not amending the City's zoning ordinance to allow for the use of the Mercer Island I-90 Right-of-Way for light rail facilities will prevent development of light rail facilities contrary to the best interests of the City and the region, and to the Growth Management Act, chapter 36.70A RCW, which requires the City to allow siting of essential public facilities; and

WHEREAS, on February 6, 2017, the City Council adopted an immediate moratorium on the acceptance and processing of permits for development within the Mercer Island I-90 Right-of-Way to review and adopt amendments to the zoning ordinance to regulate and potentially mitigate, as appropriate, the use of such right of way in a manner that may differ from the existing use (Ordinance No. 17-05); and

WHEREAS, on March 16, 2017, the City's Development Services Group Director issued a Development Code Interpretation ruling that the light rail project proposed by Sound Transit is not

a permitted use within the Mercer Island I-90 Right-of-Way and is prohibited by the City's development code; and

WHEREAS, the City Council desires to amend the zoning ordinance to allow light rail facilities within the Mercer Island I-90 Right-of-Way; and

WHEREAS, the City Council may adopt an interim zoning ordinance for a period of up to six months provided the City Council holds a public hearing on the proposed interim zoning ordinance within sixty days after adoption pursuant to RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, consistent with the provisions of RCW 35A.63.220 and RCW 36.70A.390, it is appropriate for the City Council to hold a public hearing and adopt findings of fact supporting and justifying the interim zoning ordinance within at least sixty days of its adoption;

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

Section 1. Amendment to Section 19.05.010(B). Section 19.05.010(B) of the Mercer Island City Code is hereby amended as follows (new text underlined):

Mercer Island I-90 Right-of-Way Added to Public Institution Zone. The entire area within the Mercer Island I-90 right-of-way, including, but not limited to, the roadway, street overcrossings, lids, open space, recreation areas, linear greenbelts and the park-and-ride lot area as approved by the city on November 14, 1983, and incorporated in the right-of-way plan approved by WSDOT on May 1, 1987, shall be part of the public institution zone. The uses of the Mercer Island I-90 Right-of-Way shall be limited to the following. Light rail facilities shall be a permitted use within that area identified as the I-90 center roadway in the East Link Project Final Environmental Impact Statement dated July 2011. All other uses within the I-90 right-of-way shall be maintained as set forth in the city-approved I-90 related documents identified in Ordinance B-57 § 1(4), adopted on November 23, 1987, and shall be conditional uses.

Section 2. Term of Interim Zoning Ordinance. This is an emergency ordinance, approved by a super majority of the entire City Council. The code amendment approved by this ordinance shall become effective immediately, on the date hereof, and shall continue in effect for an initial period of six months, unless repealed, extended or modified by the City Council after subsequent public hearing(s) and entry of appropriate findings of fact pursuant to RCW 35A.63.220 and RCW 36.70A.390; provided further, that this interim zoning ordinance shall automatically expire upon the effective date of final land use regulations adopted by the City Council that amend Section 19.05.010(B) of the Mercer Island City Code.

Section 3. Applicability. Building permit no. 1606-138 is deemed vested and shall be reviewed under the land use control ordinances and construction codes in effect on the date the complete application for this building permit was filed, including

without limitation the 2012 International Building Code with statewide and City of Mercer Island amendments, except that the amendments to Sections 19.05.010(B) of the Mercer Island City Code set forth in Section 1 of this Ordinance shall apply to this building permit.

Section 4. Preliminary Findings. The following preliminary findings of fact are hereby adopted:

- A. The current City zoning classification applicable to the Mercer Island I-90 Right-of-Way does not account for or otherwise provide for uses beyond the current use.
- B. Any other use of the Mercer Island I-90 Right-of-Way would be non-compliant with the City's zoning ordinance and would result in enforcement action by the City and added cost and expense to any potential user.
- C. Not allowing other use of the Mercer Island I-90 Right-of-Way is preventing development of light rail facilities contrary to the best interests of the City and the region, and to the Growth Management Act, chapter 36.70A RCW, which requires the City to allow siting of essential public facilities.
- D. Collecting and compiling information, public testimony and statements of concerned citizens of the City and of other persons interested in or familiar with the issues of amending the City's zoning ordinance is appropriate.

Section 5. Conclusion. Based on the above Findings of Fact, the City Council concludes that the City has the authority to adopt this interim zoning ordinance on an emergency basis. This interim zoning ordinance is necessary in order 1) to allow light rail facilities within the Mercer Island I-90 Right-of-Way ; 2) to provide the City with an opportunity to adopt further findings of fact, as needed, to justify this interim zoning ordinance; and 3) to allow the City Manager, the Development Services Group staff, and outside consultants, as needed, to produce final development regulations for Planning Commission and City Council consideration as soon as reasonably practicable.

Section 6. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, a public hearing shall be scheduled for 7:00 p.m. on May 15, 2017, at Mercer Island City Hall, 9611 SE 36th St., during the City Council's regular meeting, or as soon thereafter as the business of the City Council shall permit, in order to hear and consider the comments and testimony of those wishing to speak at such public hearing regarding the interim zoning regulations imposed by this Ordinance and to consider adopting further findings of fact if needed.

Section 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a

majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.13.190) and is exempt from SEPA review (WAC 197-11-880 and MICC 19.07.120(D)). Without an immediate effective date, the City will not be able to continue the timely review and processing of construction plans to develop light rail facilities within the Mercer Island I-90 Right-of-Way. Therefore, the interim zoning regulation established by this Ordinance must be imposed as an emergency measure to protect the public health, safety, and welfare.

- Section 8. Publication.** This Ordinance shall be published by an approved summary consisting of the title.
- Section 9. Severability.** If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance or its application to any other person, property or circumstance.
- Section 10. Effective Date.** This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force and effect immediately upon its adoption, provided it is approved by a majority plus one of the entire membership of the City Council as required by RCW 35A.13.190. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED by the City Council of the City of Mercer Island, Washington, at its regular meeting on the 17th day of April, 2017, and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

ATTEST:

Approved as to Form:

Allison Spietz, City Clerk

Kari Sand, City Attorney

Date of Publication: _____



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

**AB 5277
April 17, 2017
Regular Business**

**ISLAND CREST PARK SPORTSFIELDS
IMPROVEMENTS BID AWARD**

Proposed Council Action:

Reject all bids; Authorize City Manager to enter into an interlocal agreement for KCDA purchasing co-op.

DEPARTMENT OF	Parks and Recreation (Bruce Fletcher and Paul West)
COUNCIL LIAISON	n/a
EXHIBITS	1. AB 5165 (4/4/16) 2. Island Crest Park Sportsfield Project Alternatives 3. King County Directors' Association Interlocal Agreement
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$	n/a
AMOUNT BUDGETED	\$	2,190,160
APPROPRIATION REQUIRED	\$	n/a

SUMMARY

SUMMARY

The bids for the Island Crest Park Sportsfield Project came in higher than estimated. The apparent low bid was \$607,830 over budget on \$2,797,990 total costs. **Parks and Recreation staff recommend rejecting all bids.** Given the community interest in the project, this agenda bill also identifies construction alternatives if City Council wishes to proceed with the project as bid or another alternative that may meet the community's needs better.

HISTORICAL TIMELINE

Dec 2014	2015-16 Budget adopted with Island Crest Lighting project. Island Crest Turf project dropped from budget because RCO grant application was unsuccessful
Feb-Mar 2015	Lighting design developed as a stand-alone project
Jul 2015	RCO notifies the City of grant award of \$500,000
Nov 2015-Feb 2016	Field design and integration with lighting design; engineer's estimate
Apr 4, 2016	City Council meeting to discuss the Island Crest Sportsfield projects (Exhibit 1). Council decides to rescope Groveland Beach to fund ICP projects
Apr-Jul 2016	SEPA permitting and Design Commission review
Dec 2016	2017-18 budget adopted with both the ballfield lights and South field turf projects
Jan 2016	Final plans and bid documents; revised engineer's estimate
Feb 15, 2017	Bids announced in MI Reporter
Mar 11, 2017	Bid opening delayed to include alternate infill option
Mar 20, 2017	Bids opened

PROJECT DESCRIPTION

The project (as bid) would remove the existing sand base field in the south half of Island Crest Park and replace it with synthetic turf. Project options include the use of sand-based crumb rubber infill on the synthetic turf or coated sand infill on the turf with underlayment pad. It would also remove the existing lighting system consisting of 14 timber poles and replace them with 12 steel poles mounted with high efficiency lights. Light arrays on the two cell towers would also be replaced. The lights could be either LED or HID (metal halide).

PROJECT BUDGET

The total budget for the project is \$2,190,160, the funding for which is summarized in the following table:

	ICP Ballfield	ICP South	
	Lights	Field	
Funding Source	Replacement	Improvements	Total
Grant (PSE, RCO respectively)	\$45,000	\$500,000	\$545,000
Private Donations	\$0	\$150,000	\$150,000
Real Estate Excise Tax (REET 1)	\$710,000	\$700,000	\$1,410,000
2017-2018 Total	\$755,000	\$1,350,000	\$2,105,000
Carry-over 2015-2016 Design	\$43,292	\$41,868	\$85,160
2017-2018 Total (after carryover)	\$798,292	\$1,391,868	\$2,190,160

COMMUNITY CONTRIBUTIONS AND GRANTS

The original funding strategy for the Island Crest Park Sportsfield Improvements project included a variety of funding sources including grants and private donations.

Donations from the community are anticipated to total \$150,000. As of April 10, Parks and Recreation has raised \$90,000 in donations and pledges for the construction of the project.

In July 2015, the City was notified that this project was awarded a \$500,000 Recreation and Conservation Office (RCO) matching grant. The grant was awarded for the turf field conversion with the lighting replacement representing the City's match. This created an opportunity to reconsider the Island Crest Park Sportsfield Improvements project, which had been removed from the 2015-2016 budget when the original grant application was unsuccessful.

The Ballfield Lights Replacement project was intended to be partially funded with a \$45,000 grant from Puget Sound Energy. Staff was unsuccessful in obtaining this grant. As a result, the total funding for the project has been reduced to **\$2,145,160**, assuming the goal of raising \$150,000 in private donations is reached.

BID RESULTS AND OPTIONS

The project was advertised on February 15, 2017. An addendum was issued during bidding to include the option of a non-crumb rubber infill product. Bids were opened on March 20, 2017. Four companies submitted bids. One bid was determined to be non-responsive. The responsive bid results are as follows:

	Jansen	Ohno	A-1
A1 trench shoring	\$1,000	\$500	\$3,800
A2 lights (LED)	\$890,000	\$1,042,000	\$1,075,000
A3 field base	\$1,087,000	\$967,000	\$1,390,700
A4 force account	\$15,000	\$15,000	\$15,000
Total	\$1,993,000	\$2,024,500	\$2,484,500
B1 metal halide lights	(\$82,400)	(\$99,000)	(\$90,000)
B2 scoreboard	\$43,000	\$32,500	\$42,000
B3 2" turf and cyro crumb rubber	\$470,000	\$480,000	\$480,000
B4 1.75" turf, shock pad and coated sand	\$850,000	\$893,000	\$878,000

A complete project requires the entire A Schedule and either B3 or B4. The bid was broken out this way to provide an alternative infill option to address community concerns about crumb rubber. These totals by bidder are shown in the following table:

	Jansen	Ohno	A-1
A1-A4 schedules	\$1,993,000	\$2,024,500	\$2,484,500
B3 2" turf and cyro crumb rubber	\$470,000	\$480,000	\$480,000
Total	\$2,463,000	\$2,504,500	\$2,964,500

The engineer's estimate from February 2017 was \$2,025,000 (tax, contingency, design and project management not included). The scope for the estimate included crumb rubber infill and LED lights (Schedules A1-A4 and B3). The equivalent project from the responsive low bid would cost \$2,463,000. The lowest possible price for a complete project would also include the deductive alternative 1 (which substitutes HID lighting for LED). Including alternative B1 would reduce the lowest bid to \$2,380,600. The scoreboard item B2 was included to give the Baseball Booster Club the option of funding this item.

In addition to the construction contract, the project requires sales tax, construction contingency, construction management, project management, and some construction preparation work to be completed by Parks maintenance staff. The complete project budget is shown in the following table:

Description	Amount
Construction	\$2,380,600
Sales Tax - 10%	\$238,060
Construction Contingency - 5%	\$119,030
Construction Management	\$40,300
Project Management	\$10,000
Parks Staff Construction Prep	\$10,000
Total	\$2,797,990

The full project budget for the minimum construction cost option would total \$2,797,990. This is \$652,830 over the available funding of \$2,145,160. The project cannot be substantially altered by awarding the contract and negotiating major scope revisions with the contractor. Therefore, **staff recommends that all bids be rejected.**

At the April 6, 2017 Parks and Recreation Subcommittee meeting, staff briefed the Subcommittee on the project bid results and notified them that staff would recommend that City Council reject all bids. The Subcommittee directed staff to prepare project and funding alternatives for full Council consideration at the April 17 City Council meeting. Those project and funding alternatives are outlined below.

PROJECT ALTERNATIVES

Staff has identified twelve construction options (six options with sub-options A and B) for Council's consideration. The options are based on conceptual (minimal) design:

Option	Project Description	A - Crumb Rubber (\$M)	B - Alternate Infill (\$M)	Impact on RCO grant	Impact on community donations
1	Convert the south field to synthetic turf and replace lights (project as bid)	\$2.8*	\$3.2*	none	none
2	Replace the lights only this biennium (no turf)	\$1.3	\$1.3	loss of grant	Loss of most donations
3	Convert the south field to synthetic turf and install conduit only for lights to be installed in the 2019-2020 biennium	\$1.6	\$1.9	Requires approved change of scope and formal grant extension	none
4	Convert the north outfield to synthetic turf and install conduit only for lights to be installed in the 2019-2020 biennium	\$1.4	\$1.7	Requires approved change of scope and formal grant extension	Loss of some donations; potential additional donations
5	Replace the lights and convert the north outfield to synthetic turf in this biennium	\$2.7	\$3.0	Minor change of scope	Loss of some donations; potential additional donations
6	Replace the lights and convert the north and south field to synthetic turf in the 2019-2020 biennium	\$4.6	\$5.4	Would require formal grant extension	Potential additional donations

*numbers based on current low bid

Options 2, 3, and 4 could be constructed with the available funding of \$2,145,160. Of these, option 4 is gaining interest based on emergent issues with the north outfield.

ADDITIONAL FUNDING OPTIONS

Staff has identified potential CIP sources for closing the funding shortfall. These include:

Excess REET 2016 (CIP Fund)	\$74,870
Excess REET 2016 (Street Fund)	\$74,870
KC Levy Funds 2016	\$23,427
KC Levy Funds 2017	\$50,000
Delay - Mercedale Playground (2018)	\$148,000
Total - Redirected Funding	\$371,167

By adding the additional funding to the \$2,145,160 currently available for the project, the total funding for the project can be increased to \$2,516,327. This is still not enough funding to complete option 1 (the project as bid).

If the Council wants to pursue a more costly alternative, there are two other funding options, though there are other one-time funding needs that would need to be taken into consideration:

- 1) **Street Fund / SE 40th Street (West Leg):** The savings from not constructing the right turn lane portion of this project is estimated to be at least \$800,000. Other one-time funding needs include the following unfunded projects in the adopted 2017-2022 Six-Year Transportation Improvement Program and reducing the deficit forecast in the Street Fund in 2022 (2017-2018 Adopted Budget):
 - Safe Routes to School – Madrona Crest Phase 2 (\$340,000);
 - Safe Routes to School – 92nd Avenue (\$200,000); and
 - Reduce or eliminate the \$596,359 deficit forecast in the Street Fund in 2022.
- 2) **2016 General Fund available surplus:** This is estimated to be \$1.0 million. Other one-time funding needs include the following:
 - I-90/Light Rail litigation and other costs;
 - Contaminated soil remediation at Maintenance Center and Honeywell property (\$500,000); and
 - Unfunded capital projects related to parks, public buildings and pedestrian/bicycle facilities, which are being considered for a potential capital levy lid lift.

OTHER ISSUES TO CONSIDER

- **Turf Infill Material – Crumb Rubber and Alternatives**

A cluster of cancer incidents in soccer players has raised concerns about the health risk of playing on field with crumb rubber infill. In January 2017, the Washington State Department of Health completed a cluster study on this topic. See Exhibit 2. According to the study, there currently is no scientific evidence that crumb rubber infill has caused cancer. Other research on the topic is forthcoming from the EPA this year.

Many citizens remain concerned about this issue and would like to err on the side of caution. Staff have evaluated alternative infill options. A summary is given in Exhibit 2. Any alternative infill option is going to be significantly more expensive than crumb rubber.

- **Donations**

The community donations of \$90,000 were given based on converting the south field to synthetic turf. The City may forfeit some of these donations if the project is re-scoped to improve the north field. If the Council approved this scope change, staff would contact current and new donors to secure their support for the revised project.

A group of fundraising citizens asked the City to include the option of an alternative infill to crumb rubber in the project scope. They suggested that they may be able to fund the shortfall for this option with community contributions. However, that suggestion was based on an expected additional cost of \$200,000. The option of a coated sand infill (Envirofill) was added during the bidding process. Bid results show that the difference in cost between Schedules B4 (alternative infill and shock pad) and B3 (crumb rubber) is \$437,000 (\$380,000 base cost + \$38,000 sales tax + \$19,000 contingency). The potential of raising the difference in cost has not been explored with them.

- **RCO Grant Timing and Eligibility**

This project includes \$500,000 in grant funding from the Washington Recreation and Conservation Office. The current funding agreement expires in December 2017. However, it can be extended administratively until July 2019, 4 years from the date of the grant award. After that, a formal request for extension must be made to the Washington Recreation and Conservation Funding Board. Switching the synthetic turf from the south field to the north outfield does not substantially

affect the grant. Changing the scope and/or timing of the lighting project will require a scope and/or timing amendment in the grant agreement, and is subject to RCO approval.

- **Purchasing Co-Op Procurement**

An alternative to public works bidding is to use a purchasing co-op to procure the turf and lights. These are organizations created to competitively bid unit costs for certain commodities and associated services. Athletic field turf and athletic field lights are common commodities included. The City Attorney's Office has reviewed two such purchasing co-ops and found that one of them, King County Directors' Association (KCDA), meets Washington State Law for purchasing large capital commodities. KCDA is a public agency. The Mercer Island School District is utilizing this co-op to purchase replacement turf for the high school stadium this year. Membership in the co-op requires approving and signing an interlocal agreement (Exhibit 3). This arrangement is likely to reduce costs for any of the above projects.

RECOMMENDATION

Parks and Recreation Director

- MOVE TO:
1. Reject all bids for the Island Crest Park Sportsfield Improvements project.
 2. Direct the City Manager to enter into Purchasing Cooperative agreement with King County Directors' Association (KCDA).



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

**AB 5165
April 4, 2016
Regular Business**

**ISLAND CREST AND GROVELAND BEACH
PARK IMPROVEMENTS**

Proposed Council Action:

Discuss the alternatives outlined and provide direction to staff.

DEPARTMENT OF Parks and Recreation (Paul West)

COUNCIL LIAISON n/a

EXHIBITS

1. Island Crest Park Project Alternatives
2. Groveland Beach Park Dock and Bulkhead Alternatives
3. Updated Six-Year CIP Fund Forecast (Groveland Park Dock Replacement and ICP Ballfield Lights + Synthetic Turf)
4. Updated Six-Year CIP Fund Forecast (Groveland Park Dock Repair and ICP Ballfield Lights + Synthetic Turf)

APPROVED BY CITY MANAGER

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

SUMMARY

SUMMARY

For reasons explained within this Agenda Bill, staff recommends that the City Council approve repairs to the large dock, and removal of the small dock at Groveland Beach Park, work to commence immediately following the 2016 swim season.

Staff also recommends that City Council direct staff to move forward with the Island Crest Park Ballfield Light Replacement and Synthetic Turf projects in 2017.

Decisions regarding other related capital projects (for example, Groveland Beach Park bulkhead removal and beach reconstruction) will be addressed during consideration of the 2017-2022 Six-Year Capital Plan.

BACKGROUND

The 2015-2016 Adopted Budget included projects for improvements at Island Crest Park (Ballfield Light Replacement) and Groveland Beach Park (Dock Replacement). This Agenda Bill is intended to provide a briefing on the opportunities, challenges, and options for each of these two parks. Council guidance is needed to meet permitting and grant timelines.

Council is being asked to consider the timing, scope and funding for four projects, two at Island Crest Park and two at Groveland Beach Park, as reflected in the following table.

Project	Primary Issue	Current cost estimate	2015-16 Budget
1. ICP ballfield light replacement	Lifecycle replacement	\$719,023	\$500,000
2. ICP field synthetic turf installation	Increase capacity	\$1,285,858	0 (removed from CIP)
3. Groveland dock replacement	Lifecycle replacement	\$1,225,300 (10% design)	\$935,000
4. Groveland bulkhead removal and beach construction	Safety, access	\$1,319,900 (10% design)	0 (design only in CIP)

These four projects are being considered together because they are all large budget items that are underfunded or unfunded, and they are inter-related (projects within a park may be combined to obtain economies of scale) or may become inter-related (by funding needs). There is no realistic budget scenario where all four projects or even the two budgeted projects (projects 1 and 3 above) can be constructed absent project trade-offs and/or new revenues.

The Island Crest Park ballfield lights replacement project was approved by the Council and scheduled for 2015. The synthetic turf project was originally planned for 2015, but was ultimately not included in the adopted 2015-2016 budget. The unexpected award of a \$500,000 Recreation and Conservation Office (RCO) grant in July 2015 created an opportunity to re-consider the turf project. Project design is 95 percent complete, and the estimated costs for these two projects are significantly higher than the 2014 cost estimates.

The Groveland Beach Park dock replacement was approved by City Council and scheduled for 2015. Per Council direction, the budget for the project was significantly reduced in the final version of the budget. The project also included design work for removal of the bulkhead and construction of a swim beach, to be considered for funding in a future six-year CIP plan. Project design is at 10% for the dock, bulkhead and beach construction.

Staff is seeking an immediate decision on the repair or removal of the existing dock at Groveland and preliminary direction on the four projects so that it can develop the 2017-2022 Six-Year Capital Plan, which will be previewed by the City Council on June 20.

BACKGROUND – ISLAND CREST PARK

Island Crest Park (ICP) is the most heavily used City-owned sports field facility on Mercer Island. The current complex was constructed in 1985. It is regularly used by multiple user groups including the high school and junior high sports teams. ICP hosts annual statewide baseball tournaments, as well as soccer and football users each fall.

The complex contains two fields. The north field is the home field for the Mercer Island high school varsity baseball team and the Mercer Island Boys and Girls football league. The infield was upgraded to synthetic turf in 2013. The outfield remains natural grass. The south field is used by the high school junior varsity and "C" baseball teams, as well as recreational soccer and adult baseball. It is a sand-based natural turf field that has periodically received minor upgrades (drainage, sod).

A study of the field lights in 2005 recommended their replacement within 5 years. The project was first proposed in the 2011-2012 CIP and has been delayed twice. Meanwhile, the fixtures have been difficult to service and are facing major maintenance costs in the short term to continue nighttime play.

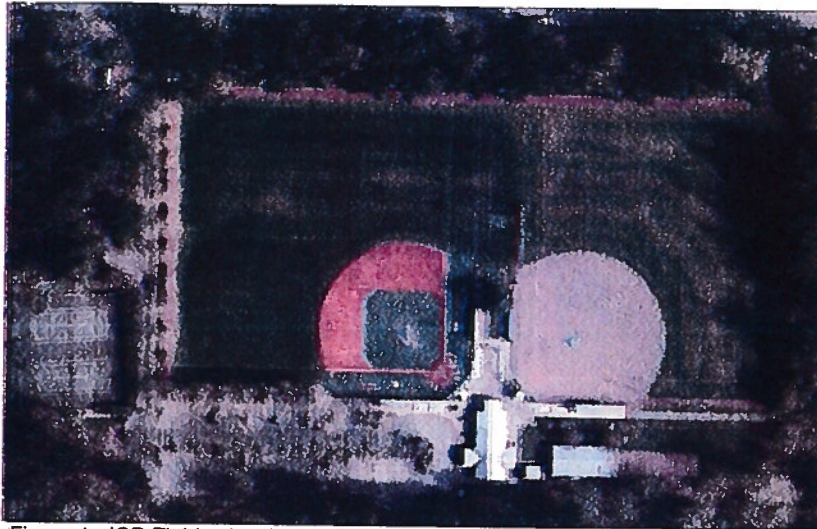


Figure 1: ICP Fields showing north field on the left and south field on the right

Additionally, Parks and Recreation has struggled to balance the increasing demand for field time on these lighted fields with the biological needs for growing natural turf and providing an adequate playing surface. Staff currently receives more field use requests from local soccer user groups than can be accommodated.

Two projects to make capital improvements to ICP were proposed in the 2015-2016 **Preliminary Budget**: (1) Ballfield Lights Replacement (originally proposed for 2012 and twice delayed) and (2) Park Improvements (upgrading the south field to synthetic turf). The latter was a newly proposed project for 2015. The two projects were proposed with the following funding:

Funding Source	ICP Ballfield Lights Replacement	ICP South Field Improvements	Total
Grant (PSE, RCO respectively)	\$45,000	\$500,000	\$545,000
Private Donations	-	150,000	150,000
Real Estate Excise Taxes (REET 1)	455,000	150,000	605,000
Total Preliminary Budget	\$500,000	\$800,000	\$1,300,000

In 2014, the City of Mercer Island applied for Washington State Recreation and Conservation (RCO) grant funding for the ICP South Field Improvements using the City funded Ballfield Lights Replacement project and private donations as the funding match. In September 2014, City staff was notified that the RCO grant application was unsuccessful. Therefore, the \$800,000 budget for the ICP South Field Improvements project was not included in the adopted 2015-2016 Budget.

Staff proceeded with design work on the lighting project, which was completed in early 2015. The design goals were to increase lighting coverage, improve energy efficiency and reduce spillover into the neighborhood. The new design would cut energy use by a third of that used by the current system, with the option of LED fixtures that would reduce energy use another third.

In early July 2015, City staff was notified that the \$500,000 RCO grant for field improvements was funded as part of the State capital budget compromise reached on June 30, 2015. The design goal of this project is to provide a multi-purpose standard synthetic turf field comparable to other synthetic turf fields on the Island. The design accommodates a baseball diamond overlaid with one U10 and one full size soccer field. Striping would be painted by Parks and Recreation staff seasonally to adjust for field use and to accommodate the demands of the respective user groups.

Staff met with the Ballfield User Group (BUG) to discuss the need for private donations on January 14, 2016. The meeting went well and \$35,000 of pledges have been received so far (including \$25,000 from the Mercer Island School District).

PROJECT COST ESTIMATES – ISLAND CREST PARK

The current estimates for the Island Crest Park projects are:

Description	ICP Ballfield Lights Replacement	ICP South Field Improvements	Total
Design and permits	\$51,663	\$49,954	\$101,617
Construction	654,860	1,223,404	1,878,264
Project Management	12,500	12,500	25,000
Estimated Project Cost	\$719,023	\$1,285,858	\$2,004,881

Funding available for these 2 projects includes \$455,000 in REET (ballfield lights approved project), \$545,000 in grants (including the \$500,000 RCO grant and a potential \$45,000 PSE grant), and \$150,000 in private contributions, for a total of \$1,150,000. **An additional \$855,000 in funding would be needed to proceed with both the ballfield lights and field improvements.** These costs do not incorporate other features that may be desirable (including alternatives to sand and crumb rubber infill and an alternative to upgrade the lighting from metal halide to LED). Project Alternatives for Island Crest Park Improvements are described in Exhibit 1.

BACKGROUND – GROVELAND BEACH PARK

Groveland Beach Park is one of two public lifeguarded beaches on Mercer Island. It is heavily used in the summer months as a swim beach and serves as a neighborhood destination year round. The small dock was present in the early 1960's. The large dock and bulkhead were constructed in 1967.

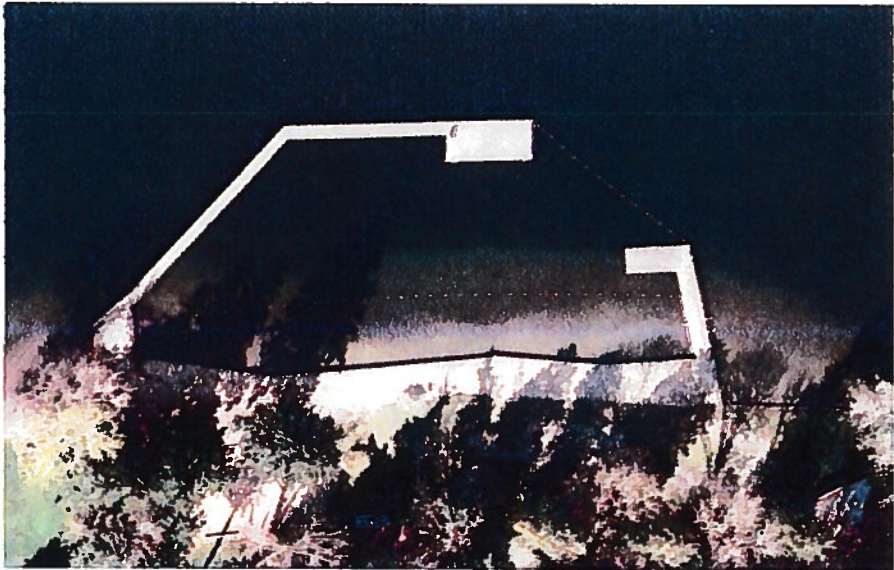


Figure 2: Groveland Beach swim area showing large dock on the left and small dock at right with the shoreline concrete bulkhead in between.

Both docks are approaching the end of their useful lives. The untreated wood pilings have advanced decay. In early 2014, an engineer inspected the dock and reported that the existing structure had 1-3 years of remaining useful life. In addition, an engineer identified repairs that could extend the life of the large dock by 10-15 years. If those repairs are not undertaken, the 2016 summer season will be the last year of service. The dock should be removed or repaired immediately afterwards to avoid impacting the 2017 swim season. Dock repair or replacement has been included in the Six-Year Capital Plan since 2013.

The bulkhead has a remaining useful life of 10-20 years; however, it is being undermined by wave action and will need interim repairs at a minimum. Additionally, park users have difficulty accessing the water due to a 3 foot drop off the existing concrete bulkhead, and there is a strong public desire to have a "zero entry" (gradual slope) beach at this park. Lifeguards work to keep people from jumping off the bulkhead and must be vigilant to monitor swimmers who are hidden by the bulkhead. Bulkhead removal and beach construction have been included in the Six-Year Capital Plan since 2009.

The Groveland Swim Beach project was planned for 2015 in the 2015-2016 Adopted Budget. The budgeted amount was intended to fund design and construction of the dock replacement, but design only for the bulkhead removal and beach work. Actual bulkhead removal and beach reconstruction were pushed out to 2021 or beyond to accommodate the dock replacement.

In 2014, Parks and Recreation conducted a public meeting at Groveland Beach Park and an online survey to collect input on the project scope. Final results indicated that the top two priorities were replacing the large dock and constructing a "zero entry" beach. The dock and the beach had roughly equal support; however, no project costs were provided at the public meeting or in the survey.

The summer of 2016 is the last season that the Groveland docks will be usable "as is." Decay in the pilings is extensive such that short term repairs are not feasible. Removal or major repair will be necessary in September 2016. **Permitting from state and federal agencies must move forward rapidly in April to obtain permits and perform the work before the regulatory in-water work ("salmon-safe") window closes on September 30. To apply for the permits, City staff must know whether the docks are to be removed, replaced or repaired.** If replaced, the replacement structure must be designed in sufficient detail that it can be included in the permit application and built within five years. Once the dock is removed, it is not possible to obtain the necessary mitigation credit (in essence, "grandfather" rights) for a new dock at a later date with a different permit application. If allowed to remain but unrepaired, the dock would not qualify as mitigation for the construction of a new dock. **Permitting must happen this year to protect the City's option to replace the dock in the future.**

On March 3rd, the Parks and Recreation Subcommittee discussed the Island Crest Park/Groveland Beach Projects. One council member recommended that staff consider upgrading the Luther Burbank swim beach because it is the most popular lifeguarded beach with parking infrastructure; however, this project is currently in the CIP budget for construction in 2021.

PROJECT COST ESTIMATES – GROVELAND BEACH PARK

It is difficult to estimate the costs of the Groveland Beach projects because a final design has not been selected. Five options are discussed in Exhibit 2 (Groveland Beach Park Dock and Bulkhead Alternatives) and are summarized below.

Description	Large Dock	Bulkhead	Total
New 225' dock and 185' beach (roughly replaces existing)	\$1,225,300	\$1,319,900	\$2,545,200
New 140' dock, swim platform, and 150' beach with kayak beach	\$982,400	\$951,300	\$1,933,700
Remove dock and replace with 2 swim platforms, 150' beach with kayak beach	\$679,300	\$1,012,500	\$1,691,800
Repair dock and bulkhead	\$400,000	\$140,000	\$540,000
Remove both docks, no replacement	\$276,000	\$0	\$276,000

BUDGET CONSIDERATIONS

An updated Six-Year Capital Improvement Fund Forecast reflecting updated cost estimates for Groveland Beach dock **replacement** and both ICP projects is attached as Exhibit 3. This forecast reflects current revenue and expenditure forecasts for the fund, as well as the following schedule changes: (1) the two ICP projects are reflected as a combined project in 2017 at the estimated cost of \$2,004,881; and (2) the Groveland Beach Dock project has been pushed out to 2017 at an updated cost of \$1,225,300. The result of these changes is a forecasted **negative** ending fund balance in 2017 of over \$1.1 million. Negative ending fund balances are also forecast for 2018-2020.

In order to fully fund the two ICP projects in 2017, the Groveland Beach Dock funding is the staff recommended trade off. The project was budgeted at \$935,000. Of this amount, \$187,000 has been encumbered for design and permitting, but is only partially spent. In addition, repair of the large dock and removal of the small dock are estimated to cost \$400,000.

This situation poses two paths: (1) seeking other funding for Groveland, such as voted debt financing or grants where possible; or (2) re-scoping this project. Re-scoping might include removing the existing dock and exploring other fixed or floating dock structures for the park.

In addition, other park projects in the Capital Improvement Fund would have to be postponed or the scope of work reduced to fund the Island Crest Projects. This is a piece meal approach to generating funding that is difficult to achieve. Many of the other park projects listed in the plan already rely on grant funding (e.g. Luther Burbank Shoreline Improvements planned for 2017) or are popular annual investments (e.g. Open Space Vegetation Management).

A feasible funding plan for the Island Crest Park projects could entail the following fund sources:

Funding Source	ICP Ballfield Lights Replacement	ICP South Field Improvements	Total
Grants (PSE, RCO respectively)	\$45,000	\$500,000	\$545,000
Private Donations to be raised	-	150,000	150,000
REET1	455,000	-	455,000
Real Estate Excise Tax surplus*	219,023	45,977	265,000
Groveland Dock and Shoreline	-	329,323	329,323
Luther Burbank S. Shoreline	-	200,000	200,000
Potential Funding Available	\$719,023	\$1,225,300	\$1,944,323
Shortfall	\$0	\$0	\$0

*Note that this would require transferring 2015 year-end REET surplus of \$132,500 from the Street Fund to the CIP Fund.

STAFF RECOMMENDATION FOR ACTION IN 2016

Staff recommends repairing the large dock and removing the small dock in September 2016 with existing CIP funding identified for dock replacement. **If this is the Council's decision, immediate action will be required.** The high cost of improvements at this location and the need for capital funding elsewhere makes this the best choice. This provides funding for the Island Crest synthetic turf and ballfield lighting projects in 2017 (see below). It also preserves the option of constructing a new dock at this location in the future. The repair option is attractive for its low initial cost; however, it does commit the City to the removal or replacement of the repaired dock in 10 to 15 years.

STAFF RECOMMENDATIONS FOR THE 2017-2018 CAPITAL BUDGET

Staff recommends that the ICP field lighting project move forward in 2017. A study of the field lights in 2005 recommended their replacement within 5 years. The project was first proposed in the 2011-2012 CIP and has been delayed twice. Meanwhile, the fixtures have been difficult to service and are facing major maintenance costs in the short term to continue nighttime play. The synthetic turf field cannot be built until the light replacement is completed. The existing light poles need to be removed and excavation for the new conduit and poles needs to be completed before the turf field is installed. Constructing the two projects in separate years would involve additional mobilization costs and loss of user playability and field revenue.

Staff also recommends installation of the synthetic turf in 2017. Postponing the installation of synthetic turf beyond 2017 could mean the loss of the \$500,000 RCO grant. If it was necessary to break the project into two phases (not recommended), it may be possible for staff to seek additional contributions from the community or apply future year-end surpluses from REET (e.g. if a large commercial property sold in 2016 or after) or from the General Fund, though the latter is needed to address projected deficits in the General Fund and YFS Fund in 2017.

IMPACT OF STAFF RECOMMENDATIONS ON THE CIP FUND

Exhibit 4 provides an updated Six-Year Capital Improvement Fund Forecast reflecting updated cost estimates for Groveland Beach dock **repair** and both ICP projects. In this forecast, the Groveland project is reduced to \$500,000 (\$400,000 to repair the large dock and remove the small dock, plus \$100,000 for design). In addition, this forecast reflects the transfer of \$132,500 in surplus 2015 REET from the Street Fund to the CIP Fund and the elimination of the 2018 Luther Burbank South Shoreline project (\$400,000) and its associated grant funding (\$200,000) for a net available funding of \$200,000.

However, the CIP Fund balance goes negative in 2018-2020 requiring further project postponements or cuts which can be addressed during the budget process. The slight negative fund balance in 2017 can be handled by dipping into the CIP Fund's working capital reserve.

PROCESS AND TIMELINE

Permits for the Island Crest Projects have been initiated. Early bidding is critical to insure that construction can occur during summer 2017.

Permitting	February – June 2016
Bidding	January 2017
Contracting	February 2017
Construction	June - August 2017

Scoping for Groveland must be completed in April in order to have permits in hand for taking action on the dock immediately following the 2016 swim season. Staff is inquiring about expedited permitting with state and federal agencies so that this project does not impact the 2017 swim season.

RECOMMENDATION

Parks Operations Superintendent

1. Direct staff to proceed with repair of the large Groveland dock and removal of the small dock in 2016.
2. Direct staff to move forward with the Island Crest Park lighting and synthetic turf projects for 2017.

ISLAND CREST PARK PROJECT ALTERNATIVES

Crumb Rubber Safety

All synthetic turf fields on Mercer Island contain sand and crumb rubber from recycled automobile tires. This infill material is raked into the “turf” blades to provide a resilient running surface and improve user safety. In the past five years, concerns have been raised about the health consequences of using this material because it contains heavy metals (lead, zinc) and can release volatile hydrocarbons as well as other organic compounds with known toxicity.

In January 2017, the [Washington State Department of Health](#) released research it had conducted in response to reports of cancer associated with soccer players. It conducted a cluster investigation of reported soccer players with cancer in Washington. Generally, cancer cluster investigations are within a geographic area, and look at whether that area has an increased rate of a specific cancer compared to the rest of Washington. This investigation wasn't only geographically defined, but also defined by those who had played soccer in Washington. The Department of Health looked to see whether those numbers were higher than it would expect based on Washington state rates. It was able to look at all people with a history of playing soccer, as well as goalkeepers, and neither group had an increased number of cancer diagnoses.

On a parallel track, the US Environmental Protection Agency has been conducting national research on this issue. It published a progress report on its [Federal Research Action Plan on Recycled Tire Crumb](#) in December 2016. This progress report did not publish any research findings. It announced that research findings would be published in 2017.

At this point there is no scientific evidence of a public health risk from crumb rubber. This may change when the EPA research is completed this year. Nevertheless, there is much concern among families and park users about the ongoing use of crumb rubber, especially where children and teens are exposed.

Alternative Infill Materials

In the meantime, staff have evaluate alternative infill materials. All alternative infill materials are more expensive. This is substantially because alternative infills require the use of a “shock pad” underlayment (see below). Organic infill materials (cork, coconut fiber) offer the lowest cost of all alternative infills. These products are relatively new to the market so their performance over a 8-10 year lifespan is not well known. . However, cork and other organic infill materials are expected to wear out. They are not recyclable and cannot be re-used after the 8-10 year life-span of the turf. Some field owners are reporting that organic infill materials are prone to problems (mold, weeds) associated with a wet, damp climate in the Pacific Northwest. Conversely, organic infills may need to be kept moist during dry times to prevent “flyout” when they become overly dry. They also may float during times of heavy rainfall. We can expect these infills to require more maintenance and supplementation than synthetic infills.

The lowest cost synthetic infill is sand coated with plastic which was specified as the bid alternate for Island Crest Park. The coating encapsulates the sand and makes it more resilient. The additional cost for this material and required underlayment is \$380,000 plus tax, contingency, etc for a total of \$437,000 for this option. Other options include “Nike Grind” (ground up tennis shoes) and virgin plastic materials (EPDM or TPE). The Nike Grind material is reportedly difficult to obtain. Underlayment and coated sand infill can be reused for up to two turf replacement cycles or 30 years of total lifespan. The underlayment also extends the life of the turf fabric.

Underlayment

The current Island Crest Park turf field design consists of the turf fiber installed over crushed gravel, which mirrors the construction of other synthetic turf fields on Mercer Island. All synthetic turf fields on Mercer Island include a sand and crumb rubber infill, as required to meet storm water permits for runoff and the necessary safety needs of a synthetic turf field. The shock absorption of the field surface is primarily derived from the sand/crumb rubber infill.

Synthetic turf fields are tested for energy absorption. Energy absorption is tested according to the American Society for Testing and Materials (ASTM) test standard ASTM F-3550. The “G” forces (gravitational units) are measured during the impact of a cylindrical missile weighing 20 pounds dropped 24 inches. The industry term for this measurement is called “G-Max”, which is the measurement of the maximum number of “G’s” generated during impact of the weighted missile on the surface. The lower the G-Max number, the more shock absorption the field provides. According to ASTM, the value of 200 G is considered to be a maximum threshold to provide an acceptable level of protection to users. Most fields, including all the fields on Mercer Island, are managed to achieve this standard. Each Mercer Island field is tested annually to ensure compliance with this G-Max standard.

This maximum value is based on automobile crash test studies which found that forces above 200 G are likely to cause death. It was not a level set to prevent injury. Concussion occurs typically at 100 G levels. Pristine natural turf provides around 85-100 G protection. See Figure 1 for a scale of typical G-Max forces.

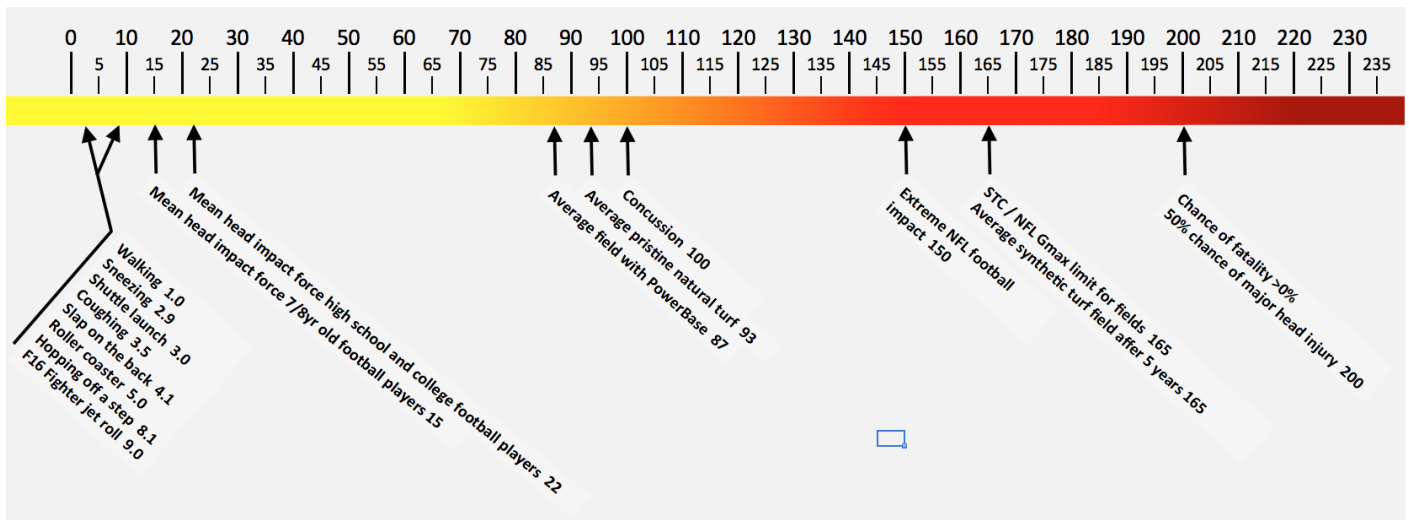


Figure 1. Typical G-Max values for various activities

The National Football League has lowered its G-Max standard for its members' fields to 165. It seems likely that a new standard will emerge in the coming years. Standard synthetic turf construction with sand-based crumb rubber achieves 120-160 G-Max energy absorption as designed. One of the problems with the standard construction is the uneven wear. The infill gets compacted or displaced over time in the high traffic areas (see Figure 2).

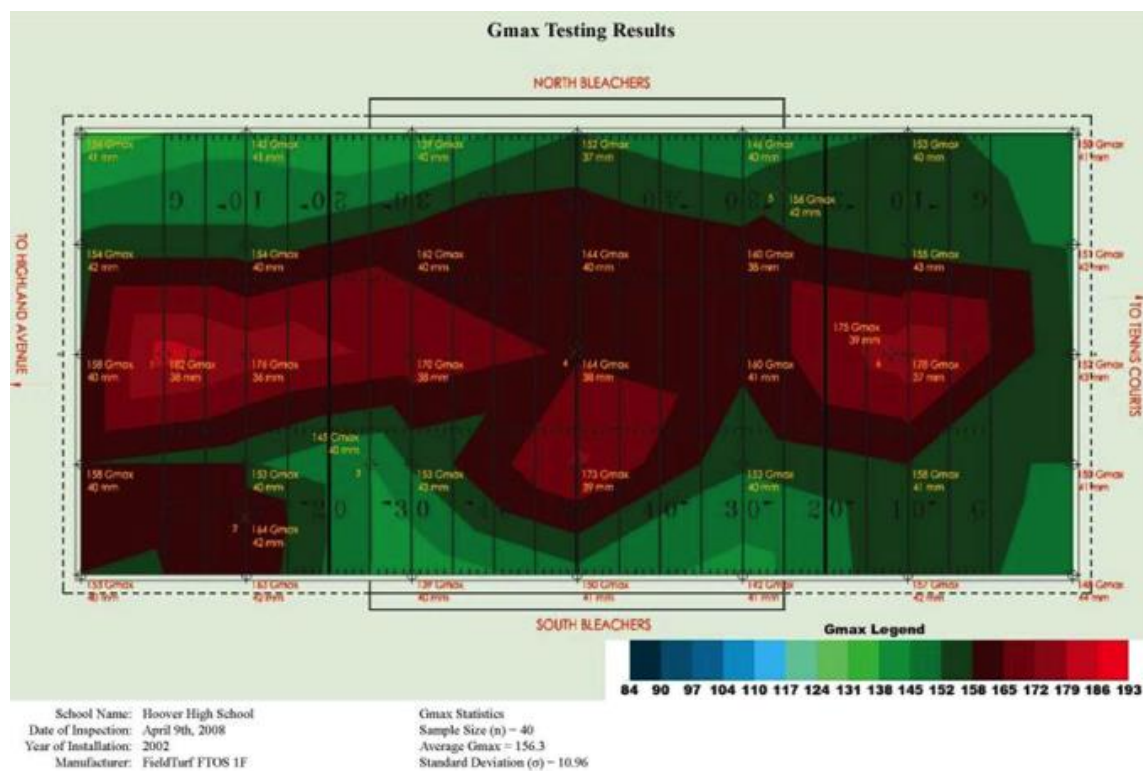


Figure 2: Sampling of G-Max measurements over a five year old field

Maintenance can and does address this uneven wear to a large degree. Grooming and replenishing infill material maintains the G-Max below 200. Frequency of grooming depends on the frequency of play. In season, the Parks maintenance crew grooms turf fields weekly. The annual testing of fields has proven that high traffic issues and uneven wear demand additional maintenance and grooming to keep G-Max ratings below 200 for Mercer Island fields.

Unfortunately, more maintenance is not always the solution. The process of grooming causes wear on the turf mat and can shorten its lifespan. As the turf fibers wear out, they no longer can hold the infill material adequately, accelerating the migration of infill. Also, overfilling the field is not the solution. With greater depths the infill becomes a less stable running surface, contributing to falls and injuries. The standard field design is a compromise between shock absorption (greater depth) and stability (less depth).

A cushion underlayment product known generically as “shock pad” is coming into use to address these problems. Shock pads can reduce the G-Max of a field surface to under 100. The dense foam pad is placed on the gravel base before the turf mat is installed. With this system, the sand/crumb rubber infill is not the sole mechanism of shock absorption. Players have shock protection no matter where they fall. It therefore reduces the routine maintenance on the field because grooming is less critical for field safety. As constructed, these fields use shorter “turf” heights and less infill material which partially offsets the additional cost of the shock pad. Moreover, the shock pad extends the life of the synthetic turf for an additional 2-4 years beyond its typical 8 year lifespan. The shock pad itself lasts for 2-3 turf replacement cycles depending on the quality of the pad.

LED Fixtures

The lighting project was bid with both LED and HID (metal halide) options. With HID, the electric load would go from 230kW to 150kW. The LED option would reduce the electrical load to 80kW. LED costs an additional \$82,400 plus tax, or \$90,640. It would provide an estimated additional \$8,000 of energy savings annually over the standard replacement fixture, based on 2015 energy rates. The

lighting fixtures and poles are expected to have a functional life of 30 years. If LED is chosen, the lamps also have a 30+ year lifespan, reducing maintenance costs. This project was not eligible for the Puget Sound Energy (PSE) business lighting incentive program because of the low hourly usage we already achieve through the use of timers and lighting controls.

**WASHINGTON ASSOCIATE MEMBERSHIP
AGREEMENT – PUBLIC AGENCIES
(Intergovernmental Cooperative
Purchasing/Procurement Agreement)**

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association, hereinafter called "KCDA", and the following named public agency of the State of Washington, _____, hereinafter called "the public agency", hereby agree to cooperative Governmental purchasing and procurement upon the following terms and conditions:

1. KCDA, in contracting for the purchase of merchandise, supplies and equipment (hereinafter referred to as "goods") and procurement of services for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. KCDA will contract for the purchase of goods and procurement of services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases or procurement by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase or procurement of any particular class of goods or services, with or without notice to KCDA.
4. KCDA reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing or service contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by KCDA upon completion of transfer of goods or performance of services per normal terms as established by KCDA, unless otherwise provided in the contract governing such purchase or service. Any additional expense incurred by KCDA in regard to any transaction for the public agency shall be paid by the public agency.
6. This agreement will be filed with the King County auditor or listed by subject on the KCDA website prior to its entry into force. Following such filing and/or posting, it shall continue in force in perpetuity, except that either party may cancel this agreement on thirty (30) day written notice.

7. Contacts:

A. Public Agency: _____
Name of Individual: _____
Phone: () _____ Fax () _____

B. KCDA (425) 251-8115
18639 80th Ave. S. (98032) 1-800-422-5019
P.O. Box 5550 Fax (253) 395-5402
Kent, WA 98064-5550 E-Mail www.kcda.org

Date: _____ Loc. Code Tax: _____

Agency Name: _____

Physical Address: _____

Printed Name: _____

Signature: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

KCDA Executive Director

Date

AB 5277

Exhibit 2

Page 19



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

**AB 5286
April 17, 2017
Regular Business**

**INTERLOCAL AGREEMENT WITH MERCER
ISLAND SCHOOL DISTRICT FOR THE USE,
MAINTENANCE, AND IMPROVEMENT OF
CERTAIN SCHOOL DISTRICT SPORTS FIELDS**

Proposed Council Action:

Authorize the City Manager to sign the Sports
Fields Interlocal Agreement with MISD.

DEPARTMENT OF

Parks and Recreation (Bruce Fletcher)

COUNCIL LIAISON

n/a

EXHIBITS

1. 2017 Interlocal Agreement for the Use, Maintenance, and Improvement of Certain School District Sports Fields
2. 2009 Interlocal Agreement

APPROVED BY CITY MANAGER

AMOUNT OF EXPENDITURE	\$	na
AMOUNT BUDGETED	\$	na
APPROPRIATION REQUIRED	\$	na

SUMMARY

The City of Mercer Island ("City") and the Mercer Island School District ("District") propose to enter into an updated Interlocal Agreement ("2017 ILA") for the use, maintenance and improvement of certain school district sports fields (see Exhibit 1). The 2017 ILA covers:

- Operations of sports fields at Island Park Elementary, Lakeridge Elementary, West Mercer Elementary and the South Mercer Playfields; and
- Maintenance for the fields listed above and, in addition, Northwood Elementary and Mercer Island High School.

The 2017 ILA replaces a prior ILA entered into in 2009 that expired on August 31, 2014 ("2009 ILA"; see Exhibit 2). The 2009 ILA was developed in the interest of improving the quality and use of the subject sports fields in a manner that was cost effective for both parties and streamlined access for the greater Mercer Island community.

The 2017 ILA outlines and updates the following:

1. South Mercer Playfields Turf Replacement – See Sections 4 & 5 (Exhibit 1, pages 5-8);
2. Subject Fields Maintenance – See Attachment A (Exhibit 1, pages 11-12); and
3. Subject Fields Scheduling – See Section 5 (Exhibit 1, pages 5-8) & the (recently updated) City of Mercer Island Parks & Recreation Athletic Field Use and Reservation Policy.

New items to the 2017 ILA include:

- The District will schedule all sports fields at the North Mercer Complex, including the new Northwood Elementary School;

- The South Mercer Playfields (SMP turf infields and IMS turf) replacement will be contracted out by the District;
- Turf enhancement cost sharing process: If either Party requests enhanced features to be included in the turf replacement, the requesting Party shall fully fund the cost of the enhancement unless the other Party accepts the enhanced features and agrees to equally share the associated costs. If the designated funds accumulated by the City are not sufficient to pay the base level field replacement costs, the Parties will equally share the costs in excess of the available, designated funds; and
- Term: this ILA shall last for one year and renew automatically annually unless terminated by either party.

The City and District have worked cooperatively on field use, maintenance, and scheduling in the past, and this ILA will reinstate the past practice with current updates addressing turf replacement procedures.

RECOMMENDATION

Parks and Recreation Director

MOVE TO: Authorize the City Manager to sign and execute the Interlocal Agreement between the City of Mercer Island and the Mercer Island School District for the Use, Maintenance, and Improvement of Certain School District Sports Fields.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND
THE MERCER ISLAND SCHOOL DISTRICT
FOR THE USE, MAINTENANCE AND IMPROVEMENT OF
CERTAIN SCHOOL DISTRICT SPORTS FIELDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between the City of Mercer Island (“City”), a Washington municipal corporation, and the Mercer Island School District (“District”), a Washington municipal corporation (together, the “Parties”).

- A. The Parties enter into this Agreement pursuant to and as authorized by the Washington State Interlocal Cooperation Act (Chapter 39.34 RCW).
- B. The Parties desire to improve the maintenance and operations of sports fields at 1) Island Park Elementary, 2) Lakeridge Elementary, and 3) West Mercer Elementary School (together, the “Elementary School Sports Fields”) and 4) South Mercer Playfields (the “SMP”, together with the Elementary School Sports Fields, herein referred to collectively as the “Subject Fields”).
- C. The Parties intend this Agreement to reinstate the partnership documented in the following two expired Interlocal Agreements (together, the “Past Agreements”): 1) the January 8, 2010 Interlocal Agreement for the Improvement, Scheduling, Use and Operations of the Mercer Island High School Stadium and Other Facilities, and 2) the November 13, 2009 Interlocal Agreement for the Maintenance and Improvement of Certain School District Sports Fields as revised August 24, 2013.
- D. The Parties entered into the Past Agreements in the interest of improving the quality and use of the Subject Fields in a manner that was cost effective for both Parties as well as for the greater Mercer Island community.
- E. The following three matters are the subjects of this Agreement:
 - 1. SMP Turf Replacement– See Sections 4 & 5
 - 2. Subject Fields Maintenance – See Attachment A
 - 3. Subject Fields Scheduling – See Section 5 & the City of Mercer Island Parks & Recreation Athletic Field Use and Reservation Policy
- F. Except for field maintenance as detailed in Attachment A, this Agreement does not extend to the District’s natural and synthetic fields associated with Northwood Elementary School and the Mercer Island High School (the “North Mercer Complex”). Scheduling of the North Mercer Complex shall be done by the District, for such times that the fields are available. The North Mercer Complex is reserved for the District sports programs in an effort to allow enhanced capacity for City and Mercer Island community use of the Subject Fields after 4:30 pm on days when school is in session.
- G. The Parties will act in good faith to implement the terms of this Agreement.

- H. This Agreement is intended to enhance and not interfere with the primary mission of City or District governance.
- I. All programming and activities scheduled under this Agreement will comply with the Parties' policies prohibiting discrimination.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

- a. "The Fields Maintenance Enhancement" element of the Agreement will provide turf rehabilitation and maintenance to ensure "game quality" sports fields.
- b. "Game Quality" means the level of sports field condition that would allow competitive games to be scheduled on a regular basis.
- c. "Premium Field" means a sports field which has a significantly enhanced quality and appearance. Elements that raise a field to a "Premium Field" include but are not limited to outfield "home run" fences, lighting, pitcher bullpen areas, synthetic turf on infield and outfield, and enhanced electronic scoreboard.
- d. "Turf Premium" means a surcharge added to regular fees for the use of a sports field comprised of synthetic turf. This surcharge will be collected over time, held in a separate, designated account, and exclusively utilized for the replacement of the synthetic turf.
- e. "School Use" means District-sanctioned school activities.

2. TERM

This Agreement shall be effective when fully executed by all the Parties and shall last for a term of one year. This Agreement shall automatically renew annually unless one of the parties gives written notice of termination consistent with Section 8 herein. The Parties acknowledge that the City's requirement to maintain the improvements is not intended to permit the perpetual existence of this Agreement. Either party may request a review of the Agreement for amendment at any time.

3. GENERAL AGREEMENTS

The Parties agree as follows:

- a. The subject of this Agreement is maintenance services contributed by the City towards the Subject Fields and the collection of field use fees as described herein along with the District's commitment to provide access to the Subject Fields to

the Mercer Island community through the agreed scheduling procedures set forth in Section 5.

- b. The City will collect and transfer fees from user groups as described in Section 5.

4. SMP TURF REPLACEMENT & FIELD MAINTENANCE

- a. SCOPE OF WORK

The Parties agree that the Subject Fields element of this Agreement is intended to ensure that such fields are Game Quality. To this end, in addition to any maintenance it is currently performing on the Subject Fields, the City will provide enhanced maintenance rehabilitation activities as described in Attachment A to this Agreement. The District will provide the level of maintenance it is currently providing these fields.

- b. IMPROVEMENT ELEMENT: SMP

The District will contract for and oversee replacement of the SMP synthetic turf. Such replacement turf must meet the specifications of the Mercer Island Parks & Recreation Department. The City will provide funding for that replacement from a designated City account wherein Turf Premiums collected from renters of Subject Fields have been deposited consistent with Section 5.D of this Agreement. The City will provide a designated park professional to assist the District in the SMP field replacement process.

5. SCHEDULING & FEE COLLECTION

- a. PRIORITIZATION – SCHEDULING

- i. Use of the Subject Fields authorized by this Agreement must have both an educational and municipal purpose with the District being given priority to schedule educational programs on the Subject Fields as described below.
- ii. With respect to using the Subject Fields, subject to Sections 5.a.iv, v and 7.D below: (i) the District shall be entitled to exclusive use for any School Use from 7:00 a.m. to 4:30 p.m. on days when school is in session; and (ii) at all other times, usage shall be determined consistent with the policies and procedures established in the City of Mercer Island Parks & Recreation Athletic Field Use and Reservation Policy (“Park and Rec Reservation Policy”), most current edition.
- iii. With respect to scheduling use of the Subject Fields: (1) the District shall schedule School Uses from 7:00 a.m. to 4:30 p.m. during days when school is in session; (2) at all other times, scheduling shall be done by the City consistent with the policies and procedures established in the Park and Rec Reservation Policy. (3) The District is responsible for scheduling the fields on the North

Mercer Complex at all times. For the purposes of scheduling the Subject Fields, the Parties shall use the current scheduling software system being utilized by the City.

- iv. Notwithstanding the provisions of the Park and Rec Reservation Policy, the City shall give the District's Girls Softball program first priority with respect to the use and scheduling of the SMP at all times, and the City shall give the District's High School Boys Baseball program first priority with respect to use and scheduling of Island Crest Park ball fields at all times.
- v. If there are times during regular school hours, currently 7:00 a.m. to 4:30 p.m., during days when school is in session that the District does not require use of one or more of the Subject Fields for School Use, the City may request the use of such fields during that period in accordance with the Park and Rec Reservation Policy, which request shall not be unreasonably denied by the District.
- vi. For purposes of this Section, any activity that is funded in whole or in part by the District or the City shall have priority under the Park and Rec Reservation Policy.

b. ANNUAL SCHEDULING CONFIRMATION PROCESS

During each year of this Agreement, the Parties agree to conduct joint scheduling conferences with other field users as needed in:

- 1. January (for the period April to June);
- 2. April (for the period July to September);
- 3. July (for the period October to December); and
- 4. October (for the period January to March).

Additional meetings will occur as needed to coordinate time requirements of the various user groups. Blocks of time will be allocated throughout the day, week and year for use by the District, City and other field user groups, in accordance with the priorities established and consistent with this Section 5.

c. SCHEDULING/AVAILABILITY CONFLICTS

The Parties agree to the following principles and procedures for resolving field space availability conflicts:

- i. It is the Parties' mutual goal to maintain program continuity, give adequate notification of scheduling changes, and to relocate programming when necessary. When reasonably possible, each party will assist the other in locating alternative field space.

- ii. In the event of scheduling conflicts, facility-based representatives will first attempt to reach resolution of field space availability issues. When the conflict involves more than one City and District program, both Parties will be informed and involved in resolving the conflict. The central scheduling offices of both Parties will, whenever possible, identify options or ways to accommodate the interests of the Parties consistent with this Agreement. If a resolution cannot be reached on a scheduling request, the issue will be referred to the Director of Maintenance and Operations or the Mercer Island High School Athletic Director or designee for the District and the Parks and Recreation Director or designee for the City. If the conflict remains unresolved after such referral, the District's Superintendent or designee shall resolve the matter with the City Manager or designee.
- d. FEES AND CHARGES
- i. Consistent with the terms of this Agreement, including Section 5.d.iii, the City will use best efforts to collect fees (rental and administrative) from field user groups and such fees will be deposited in a separately-designated account with the City of Mercer Island Parks & Recreation Department. Except as provided in 5.d.iii below, neither Party shall be charged a rental or administrative fee for the use of Subject Fields without mutual agreement.
 - ii. The City may charge users for extra material, labor and appropriate overhead costs that either Party may incur because of their use of the Subject Fields, including but not limited to property damage, unsecured gates and locks, security response, removal of leftover trash and garbage, etc.
 - iii. The City and third party renters of the Subject Fields will be charged a Turf Premium to use the improved synthetic turf fields. The District will also be charged the turf premium for any School Use which takes place outside of regular school hours (currently 7:00 am to 4:30 pm).
 - iv. The City will be responsible for collecting the Turf Premium from field renters. The Turf Premium will be based on engineer's estimates to be used for synthetic turf replacements. Revenues generated from the Turf Premium fees will be accumulated by the City in a specially-designated fund for the purpose of the eventual replacement of the synthetic turf at the end of its useful life, at which time the City will transfer funds to the District to cover the cost of turf replacement. If either Party requests enhanced features to be included in the turf replacement, the requesting Party shall fully fund the cost of the enhancement unless the other Party accepts the enhanced features and agrees to equally share the associated costs. If the designated funds accumulated by the City are not sufficient to pay the base level field replacement costs, the Parties will equally share the costs in excess of the available funds.
 - v. The Parties agree to meet at least annually to review/approve fees and charges for the use of the Subject Fields to ensure equity, fairness, parity with the

regional market and to account for funds collected relative to future field replacement costs to determine whether field rental fees/charges should be adjusted.

6. LIABILITY AND INSURANCE

- a. The Parties agree to provide each other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.
- b. The Parties shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

7. HOLD HARMLESS/INDEMNIFICATION:

- a. The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the District, its officers, agents, and employees, or any of them, in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the District shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same to the extent judgment is apportioned to such negligent act or omission by the District.
- b. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the District, and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same to the extent judgment is apportioned to such negligent act or omission by the City.

- c. The Parties hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties.
- d. The provisions of Section 7 shall survive any termination or expiration of this Agreement.

8. GENERAL PROVISIONS

- a. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- b. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.
- c. In the event any Party defaults on the performance of any term of this Agreement or any Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing Party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.
- d. Failure of either Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.
- e. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court of the State of Washington in King County.
- f. The laws of the State of Washington shall govern this Agreement.
- g. The Parties agree that this Agreement is consistent with RCW 43.09.210, the "Accountancy Act." The City is receiving adequate consideration from the District in exchange for its payment. The District consideration consists of its transfer of control of the scheduling of the Subject Fields to the City and allowing additional public use of the Subject Fields.
- h. This Agreement shall be filed/posted in accordance with RCW 39.34.040.

9. TERMINATION

- a. Each Party shall have the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement, including without limitation the failure to strictly comply with the obligations set forth in Attachment A hereto, by providing thirty (30) days' advance written notice specifying the basis for such determination. If the other Party thereafter fails to commence reasonable steps within the thirty-day period to correct fully and to remedy the default

within ninety (90) days from the date of the notice, then the Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the Parties.

- b. This Agreement may be terminated in whole or in part at any time by either Party prior to its expiration for good cause upon ninety (90) days written notice. Good cause shall include the following items: (1) financial hardship as demonstrated by a resolution of the City Council or District Board of Directors; and (2) the District's need to recapture school grounds as demonstrated by a resolution of the District Board of Directors. In the event such termination affects only part of the Agreement (e.g., applicability to the SMP only or the Elementary Schools Sports Fields only), then such termination will not impact the requirements of this Agreement for the remaining, non-affected fields.
- c. This Agreement may be terminated in whole or in part by either Party for any reason with ninety (90) days prior written notice.

This Agreement has been executed in duplicate by the parties hereto and made effective when all parties have fully executed this Agreement.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT

Julie Underwood
City Manager

Gary Plano
Superintendent

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kari Sand
City Attorney

Erin Battersby
Senior Director, Compliance & Legal Affairs

ATTACHMENT A

BETWEEN THE CITY OF MERCER ISLAND AND THE MERCER ISLAND SCHOOL DISTRICT CONCERNING MAINTENANCE, OPERATION AND REPAIR OF FIELDS AT ISLAND PARK, LAKERIDGE, NORTHWOOD AND WEST MERCER ELEMENTARY SCHOOLS, SOUTH MERCER PLAYFIELDS, AND THE MERCER ISLAND HIGH SCHOOL

This attachment defines the division of labors between City of Mercer Island Parks Maintenance staff and Mercer Island School District Grounds Maintenance staff at the District's four elementary schools, the South Mercer Playfields, and the Mercer Island High School athletic fields.

1. The City shall undertake and continually employ scheduled turf rehabilitation that will provide the community with improved athletic fields at four (4) public elementary schools and one (1) public high school on Mercer Island. Turf rehab will be executed by City Park Maintenance staff using City equipment. The annual cycle of rehabilitation:
 - a) Fertilize three (3) times a year with a seasonally-adjusted fertilizer blend
 - b) Aerification two (2) times a year, core extraction or deep tine as needed
 - c) Top Dress two (2) times a year
 - d) Re-seed two (2) times a year

The City shall undertake annual spring seasonal preparation of skinned infields at Lakeridge and Island Park and inspect and repair damaged turf at all fields each year prior to, and in preparation for, scheduled March field use. The City will drag skinned infields regularly (at least once weekly) March through August.

2. The City shall incorporate District Integrated Pest Management policy (Board Policy 1415) in any and all fertilizer and/or pesticide applications on all District-owned properties.
3. The District shall continue to provide mowing, irrigation services, and leaf and debris removal, as follows:
 - a) Weekly mowing mid-February to mid-November and more frequently as needed; the District shall provide a mowing schedule annually, including frequencies and scheduled times for mowing each field, to the City's Parks Operations Superintendent.
 - b) Irrigation seasonal startup and shutdown, and repairs as needed
 - c) Leaf and debris removal as warranted seasonally and as storm response
4. The City, acknowledging that increased fertilization rates and turf rehabilitation work consistent with Paragraph 1 above, will likely increase the frequency and importance of some regular maintenance tasks undertaken by the District consistent with Paragraph 3 above, agrees to cooperate and assist the District with these tasks on an "as needed" basis subject to staff and equipment availability.
5. The City reserves the right to limit the use of the fields for purposes of maintenance and for safety of the playing surfaces. The City will obtain District approval prior to limiting the use of the facilities during the school day, except in emergency situations. District approval will not be unreasonably withheld. Turf rehabilitation closure dates for each field will be scheduled during school closures and summer break as much as possible. Dates will be set annually at a January meeting involving the Parks Operations Superintendent for the City and the Director of Maintenance and Operations for the District, or their respective designees. The approved schedule shall be distributed annually to all relevant parties in each agency and to the field renters of record by February 15.
6. Communication between City and District field staff shall be open, cooperative and frequent. Contact lists will be exchanged and updated as needed, and 'after hours' contact protocols will be exchanged.

7. District and City maintenance staff will work together to immediately address any safety issues brought to their attention by City or District personnel or facility users. District staff will refer all maintenance inquiries, including scheduling requests, citizen concerns and any other items that are affected by or affect the maintenance of elementary fields, to the City's Parks Operations Superintendent in a timely manner, in writing. The City's Parks Operations Superintendent will respond, in writing, within three business days.
8. A "Fields Working Group", consisting of the Parks Operations Superintendent and the Facility Scheduler for the City and the Director of Maintenance and Operations for the District, will meet not less than once annually, and as needed, to address issues and exchange information.
9. The City will schedule activities on all school district sports fields (excluding those fields on the North Mercer Complex) during non-school hours, defined as between 4:30 p.m. and 10:00 p.m. weekdays, weekends, and all days during school breaks. District activities occurring during these times shall be booked through the City. MISD booking requests for these non-school hours shall receive priority per the City of Mercer Island Parks and Recreation Athletic Field Use and Reservation Policy, most current edition.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND
THE MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND
IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between the City of Mercer Island ("City"), a Washington municipal corporation and the Mercer Island School District ("District"), a Washington corporation.

- A. The City and District enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34).
- B. The City and District desire to improve the maintenance and operations of District sports fields at Island Park, Lakeridge and West Mercer Elementary Schools (the "Elementary Schools Sports Fields") and the South Mercer Playfields (the "SMP").
- C. The City and District are mutually interested by means of this Agreement in improving these fields in order to expand and enhance their efficient and cost effective use for both the schools and the Mercer Island community.

NOW, THEREFORE, in consideration of the above recitals, the payment to be made, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. TERM

This Agreement shall be effective when fully executed by all the parties and shall continue, subject to Section 14 herein, until the expiration of the useful life of the improvements installed as part of the South Mercer Playfields element of the project or thirteen (13) years, whichever comes later, so long as the City maintains the improvements consistent with this Agreement and with industry-standards for such playfield improvements; provided that, the Parties acknowledge that the City's requirement to maintain the improvements is not intended to permit the perpetual existence of this Agreement nor to permit the City to continually replace the improvements in a way that extends the useful life beyond the true one-time useful life of the improvements.

2. DEFINITIONS

- A. "BUG" means those Ballfield User Group members described in Attachment C
- B. "Elementary Schools Maintenance Enhancement" element of the project will provide turf rehabilitation and maintenance that over approximately 18 months will provide improved "game quality" sports fields at the elementary schools sports fields.
- C. "South Mercer Playfield Improvements" element of the project means those improvements described in Attachment B.

- D. “Game Quality” means the level of sports field condition that would allow competitive games to be scheduled on a regular basis. This contrasts with the current sports field conditions at the elementary schools which are at practice field status where games are not currently scheduled.
- E. “Premium Field” means a sports field which is of significantly enhanced quality and appearance from other fields to provide a first class experience to game participants. Premium field elements can include such enhancements as outfield “home run” fences; lighting; pitcher bullpen areas; synthetic turf on infield and outfield; enhanced electronic scoreboard, etc.
- F. “Turf Premium” means a surcharge added to regular fees for use of a sports field which contains synthetic turf. This surcharge is collected over time and exclusively utilized for the replacement of the synthetic turf.
- G. “School Use” means District sanctioned school activities that are scheduled through the District per Section 6 – Prioritization – Scheduling.

3. ELEMENTARY SCHOOLS SPORTS FIELDS MAINTENANCE ENHANCEMENT ELEMENT

- A. Scope of Work. The Parties agree that the Elementary Schools Sports Fields element of this Agreement is intended to provide significantly improved “game quality” sports fields at the Elementary Schools Sports Fields. To this end, in addition to the current level of maintenance service being provided by the District, the City will undertake enhanced maintenance rehabilitation activities as described in Attachment A to this Agreement.
- B. Payment. To accomplish the scope of work for the Elementary Schools Sports Fields, the City agrees to the following financial contributions under this Agreement:
 - 1. The City shall pay the District the sum of Sixty Thousand Dollars (\$60,000) annually for the term of this Agreement to support the District’s current level of service maintenance at the Elementary School Sports Fields as described in Attachment A, Section 3. The City’s payment will be due no later than September 1st of each year during the term of the Agreement.
 - 2. The City shall dedicate up to Ninety Three Thousand Dollars (\$93,000) annually from 2008 Park Levy funds towards the City’s Parks and Recreation Departments efforts to partner with the District on enhanced maintenance of the Elementary Schools Sports Fields for the term of this Agreement. At a minimum, the City will fund and complete all tasks and obligations assigned to it in Attachment A.

4. SOUTH MERCER PLAYFIELD (SMP) FACILITY IMPROVEMENT ELEMENT

- A. Scope of Work. The Parties agree that the SMP element of this Agreement is intended to include improvements to the SMP Fields #1, #2, and #3. The Parties intend for these improvements to significantly increase the SMP’s quality, playability, equity, and

availability as an athletic field resource to the District, the City and the Mercer Island community, as well as have a positive impact on minimizing the requirements for on-going maintenance of the SMP. These improvements are described in Attachment B. In addition, the following terms shall apply to the SMP element:

1. The City shall be responsible for design of the improvements and the preparation of plans and shall supervise construction of the improvements; provided that, the City must submit design and construction documents to the District for its review and approval as follows: (1) at 100% schematic; (2) at 50% design development; (3) at 100% design development; and (4) at 100% construction documents.
2. The City shall maintain, operate (including without limitation water, electricity and sewer) and repair the improvements it has made at its sole cost and expense.
3. Operation of any new concession facility will be limited to the Mercer Island Boys and Girls Club and Mercer Island High School Girls Fast Pitch Booster Club in keeping with policies and procedures previously established for operation of the concession facility at the Island Crest Park sports field complex. The operators will be solely responsible for acquiring any and all business and health licenses. Policies and procedures for other operators' potential use of the concession facility may be developed and approved by the City and School District at an appropriate time in the future.

B. Payment. To accomplish the scope of work for the SMP element, the City agrees to the following financial contributions and actions under this Agreement:

1. The City will issue councilmanic bonds, supported by City general fund revenues, in an amount not to exceed \$990,000. These bonds will be issued in 2009 for the specific purpose of fully funding the items described in this Section 4 and Attachment B.
2. With regard to the replacement of the SMP Fields artificial turf surfaces, the City will supplement the funds in Section 4.B.1 above with funds from a designated account wherein turf premium fees collected from BUG users have been deposited.

5. GENERAL AGREEMENTS:

In consideration of the City's financial contribution described in Sections 3 and 4, the City and District agrees as follows:

- A. The subject of this Agreement is the City's financial contribution toward the Elementary Schools Sports Fields and SMP elements described in this Agreement along with the District's commitment to provide access to these facilities to the Mercer Island community through the agreed scheduling procedures set forth in Section 6 herein.
- B. The City will collect and transfer fees from user groups as described in Section 9.

- C. The facility uses authorized by this Agreement are both a municipal and an educational purpose.
- D. The parties will act in good faith to implement the terms of the Agreement.
- E. This Agreement is intended to enhance and not interfere with the primary mission of City or District governance.
- F. All use programming and activities scheduled under this Agreement will comply with the City and District's policies prohibiting discrimination.

6. PRIORITIZATION – SCHEDULING

- A. With respect to the District property that is the subject of this Agreement ("Covered Property") and subject to Sections 6.C and 6.D below: (i) the District shall be entitled to exclusive use for any School Use from 7:00 a.m. to 4:30 p.m. on days when school is in session; and (ii) at all other times, usage shall be determined consistent with the policies and procedures established in the Ballfield User Group (BUG) Policy.
- B. With respect to the Covered Property and subject to Sections 6.C and 6.D below: (i) the District shall schedule School Uses from 7:00 a.m. to 4:30 p.m. during days when school is in session; and (ii) at all other times, scheduling shall be done by the City consistent with the policies and procedures established in the BUG Policy. For the purposes of scheduling the Covered Property, the District and the City shall use the scheduling software system then being utilized by the City (currently CLASS software).
- C. Notwithstanding the provisions of the BUG Policy, the District's Girls Softball program shall be given first priority by the City with respect to the use and scheduling of the Covered Property at all times.
- D. If there are times during regular school hours during days when school is in session that the District does not require use of any of the Covered Property for School Use, the City may request usage of the property during that period in accordance with the BUG Policy, which request shall not be unreasonably denied.
- E. For purposes of all provisions of this Section 6, the District and City Parks and Recreation Department activities that have priority per the BUG Policy are agreed as being those activities that are, in fact, funded in whole or in part by the District or City Parks and Recreation Department, as the case may be.

7. ANNUAL SCHEDULING CONFIRMATION PROCESS

- A. The City and District agree to conduct joint scheduling conferences with other users as needed in January (for the period April to June), April (for the period July to September), August (for the period October to December) and October (for the period January to March) of each year and additionally as needed to coordinate time requirements of the

various user groups. Blocks of time will be allocated throughout the day, week and year for use by the District, City and other user groups, in accordance with the priorities established and consistent with Section 6 above.

- B. The Parties agree to the following principles and procedures for resolving space availability conflicts:
1. It is the mutual goal of the City and District to maintain program continuity, give adequate notification of scheduling changes, and to relocate programming when necessary. When possible, each party will assist the other in locating alternative space.
 2. In the event of scheduling conflicts, facility-based representatives will first attempt to reach resolution of space availability issues. When the conflict involves more than one City and District program, all parties will be informed and involved in resolving the conflict. The central scheduling offices of both parties will, whenever possible, identify options or ways to accommodate the interests of both parties. If agreement cannot be reached on a scheduling request, the issue will be referred to the District Athletic Director or designee and Parks and Recreation Director or designee. If agreement cannot be reached by these parties, the Superintendent of Schools or designee shall resolve the matter with consultation of the City Manager.

9. FEES AND CHARGES

- A. Consistent with the term of this Agreement, including Section 9(C), the City will use best efforts to collect fees (rental and administrative) from user groups and such fees will be deposited in an appropriate City of Mercer Island Park Department account. The parties agree that BUG users will be charged rental fees consistent with existing BUG Policy. Except as outlined in 9(C) below, neither the District nor the City shall be charged a rental or administrative fee for the use of the facilities without mutual agreement.
- B. The City may charge BUG users for extra material, labor and appropriate overhead costs that either the City or the District may incur because of their use of the facility, including but not limited to property damage, unsecured gates and locks, security response, leftover trash and garbage, etc.
- C. The City and BUG, as well as non-BUG users will be charged a "turf premium" to use improved synthetic turf fields. The District will also be charged the turf premium for school activities which take place outside of regular school hours as described in Section 6, except for those activities associated with the District's Girls Softball program which may have activities that take place after 4:30 pm. Revenues generated from the turf premium charges will be accumulated by the City in a specially designated fund for the purpose of the eventual replacement of the synthetic turf at the end of its useful life. Replacement of the synthetic turf is the City's responsibility.
- D. The City and District agree to meet at least annually to review fees and charges for the use of these facilities to ensure equity, fairness, parity with the regional market, etc. Any

changes to fees and charges will be reviewed and approved by the City and District respectively.

10. LIABILITY AND INSURANCE

- A. The City and District agree to provide each other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;
- B. The City and District shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

11. HOLD HARMLESS/INDEMNIFICATION:

- A. The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the District, its officers, agents, and employees, or any of them, in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the District shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.
- B. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them in the performance of this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the District, and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- C. The parties hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties.

- D. The provisions of this Section shall survive any termination or expiration of this Agreement.

12. ASSESSMENT OF JOINT USE OUTCOMES

The City, in consultation with the District, will include the SMP and Elementary Schools Sports Field subsections in an annual report on sports field use, including an assessment of maintenance, scheduling and operational issues.

This annual report will be made available to the City Manager, Superintendent of Schools, the City Parks and Recreation Director, the Mayor and City Council, School Board President and members of the School Board. Copies of this report shall also be made available on the City and District websites, as well as at City and District offices.

13. GENERAL PROVISIONS

- A. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
- B. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.
- C. In the event any party defaults on the performance of any terms of this Agreement or any party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.
- D. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.
- E. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County.
- F. The laws of the State of Washington shall govern this Agreement.
- G. The parties agree that this Agreement is consistent with RCW 43.09.210, the "Accountancy Act". The City is receiving adequate consideration from the District in exchange for its payment. The District consideration consists of its transfer of control of the scheduling of the athletic field facilities to the City and allowing additional public use of the facilities.

14. TERMINATION

- A. Each party shall have the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement, including without limitation the failure to strictly comply with the obligations set forth in Attachments A and B hereto, by providing thirty (30) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to correct fully and to remedy the default within ninety (90) days from the date of the notice, then the Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties. In the event the District terminates this Agreement following the City's default, the District shall have no obligation to reimburse the City for any amount.
- B. This Agreement may be terminated in whole or in part at any time by either the City or the District prior to its expiration for good cause upon ninety (90) days written notice. Good cause shall include the following items: (1) financial hardship as demonstrated by a City Council or District Board of Directors resolution; and (2) the District's need to recapture school grounds for school purposes as demonstrated by a District Board of Directors resolution. In the event such termination affects only part of the Agreement (e.g., applicability to the SMP or the Elementary Schools Sports Fields), such termination will not impact the requirements of this Agreement for the remaining element.
- C. If the District initiates a termination action pursuant to Section 14(B) above with regard to the SMP, the District shall be obligated at the time of termination to reimburse the City, on an amortized schedule, the value of the improvements implemented as a result of the councilmanic bond program.

This Agreement has been executed in duplicate by the parties hereto and made effective when all parties have fully executed this Agreement.

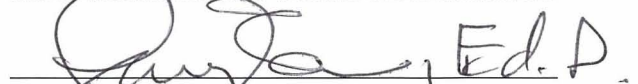
CITY OF MERCER ISLAND



Richard M. Conrad
City Manager

Dated: 11-13-2009

MERCER ISLAND SCHOOL DISTRICT



Gary Plano
Superintendent

Dated: 10-22-09

APPROVED AS TO FORM:



Katie Knight
City Attorney

APPROVED AS TO FORM:



Denise Stiffarm
Attorney for School District

ATTACHMENT A

AGREEMENT REGARDING MAINTENANCE, OPERATION AND REPAIR OF ELEMENTARY SCHOOL FIELDS AT ISLAND PARK, LAKERIDGE AND WEST MERCER ELEMENTARY SCHOOLS

This attachment defines the division of labors between City of Mercer Island Parks Maintenance staff and Mercer Island School District Grounds Maintenance staff, at the District's three elementary schools.

1. The City shall undertake and continually employ scheduled turf rehabilitation that, over time, approximately 18 months, will provide the community with improved athletic fields at three (3) public elementary schools on Mercer Island. Turf rehab will be executed by City Park Maintenance staff, using City equipment. The annual cycle of rehabilitation;
 - a. Fertilize four (4) times a year with a seasonally adjusted fertilizer blend
 - b. Aerification four (4) times a year, core extraction or deep tine as needed
 - c. Top Dress two (2) times a year
 - d. Re-seed four (4) times a year

The City shall undertake annual spring seasonal preparation of skinned infields at Lakeridge and Island Park and inspect and repair damaged turf at all fields each spring in preparation for scheduled March field use. The City will drag skinned infields regularly (at least once weekly) March through August.

2. City field staff will incorporate District Integrated Pest Management policy (Board Policy 1415) in any and all fertilizer and/or pesticide applications on all district owned properties.
3. The District shall continue to provide mowing, irrigation services, and leaf and debris removal. The City, acknowledging that increased fertilization rates and turf rehabilitation work will likely increase the frequency and importance of some regular maintenance tasks, will assist in this work as needed;
 - a. Weekly mowing mid February to mid November and as needed
 - b. Irrigation seasonal startup and shutdown, and repairs as needed
 - c. Leaf and debris removal as warranted seasonally and as storm response
4. The City reserves the right to limit the use of the elementary fields for purposes of maintenance and for safety of the playing surfaces and will obtain District approval prior to limiting the use of the facilities during the school day. Turf rehabilitation closure dates for each elementary field will be scheduled annually at a January meeting involving the Parks Maintenance Manager for the City and the Director of Maintenance and Operations for the District, or their designees. The approved schedule shall be distributed to all relevant parties in each agency and to the Ballfield User Group by February 15.
5. Communication between City and District field staff shall be open and frequent. Contact lists will be exchanged and updated as needed, and 'after hours' contact protocols will be exchanged.

6. District and City maintenance staff will work together to immediately address any safety issues brought to their attention by City or District personnel or facility users. District staff will refer all maintenance inquiries, including scheduling requests, citizen concerns and any other items that are affected by or affect the maintenance of elementary fields, to the Parks Manager in a timely manner, in writing. The Parks Manager will respond, in writing, within three business days.
7. District shall provide a mowing schedule annually, including frequencies and scheduled times for mowing each elementary field, to the Parks Manager.
8. A “Fields Working Group”, consisting of the Parks Operations Superintendent and the Parks Maintenance Manager for the City, and the Director of Maintenance and Operations and the Assistant Director of Maintenance and Operations for the District, will meet not less than once annually, and as needed, to address issues and exchange information.
9. The City will schedule activities on the elementary fields during non-school hours, defined as between 4pm and 10pm weekdays, weekends, and all days during summer break. District activities occurring during these times shall be booked through the City. MISD booking requests for these non-school hours would receive priority per BUG policy

ATTACHMENT B

AGREEMENT REGARDING SCOPE OF WORK FOR FIELD IMPROVEMENTS AT SOUTH MERCER PLAYFIELDS

The proposed improvements retain the basic footprint of the facility; dugouts, backstops, the central plaza, and parking areas will remain essentially intact.

1. Field #1

- Synthetic turf infield
 - Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
 - Drainage improvements to support synthetic infield
 - A bid alternative for partially screened bullpen area at end of each dugout.
 - A bid alternative for wireless electronic scoreboard and infrastructure for potential future field improvement phases.
 - A bid alternative for an outfield fence and warning track (field designer to verify all dimensions with users and governing bodies).
 - A bid alternative for installing lights appropriate for athletic field use.

2. Field #2

- Synthetic turf infield
 - Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
 - Drainage improvements to support synthetic infield
 - A bid alternative for partially screened bullpen areas at end of each dugout
 - A bid alternative for wireless lighted electronic scoreboard

3. Field #3

- Synthetic turf infield
 - Sized and marked for High School Girls Fastpitch, Little League, and Adult Softball (field designer to verify all dimensions with users and governing bodies)
 - Drainage improvements to support synthetic infield
 - A bid alternative for partially screened bullpen areas at end of each dugout
 - A bid alternative for wireless lighted electronic scoreboard

4.

5. Concession stand

- A bid alternative (and as budget allows) to provide space for concession sales by Mercer Island High School Booster Club (Girls Fastpitch) and Mercer Island Boys & Girls Club
 - Area TBD, options include;
 - All or part of the maintenance room (part of the restroom building)
 - Extend or enlarge restroom building
 - Intent is to be in close proximity to Fields #1, #2, and #3
 - Include power, water and sewer connections

6. Batting Cages

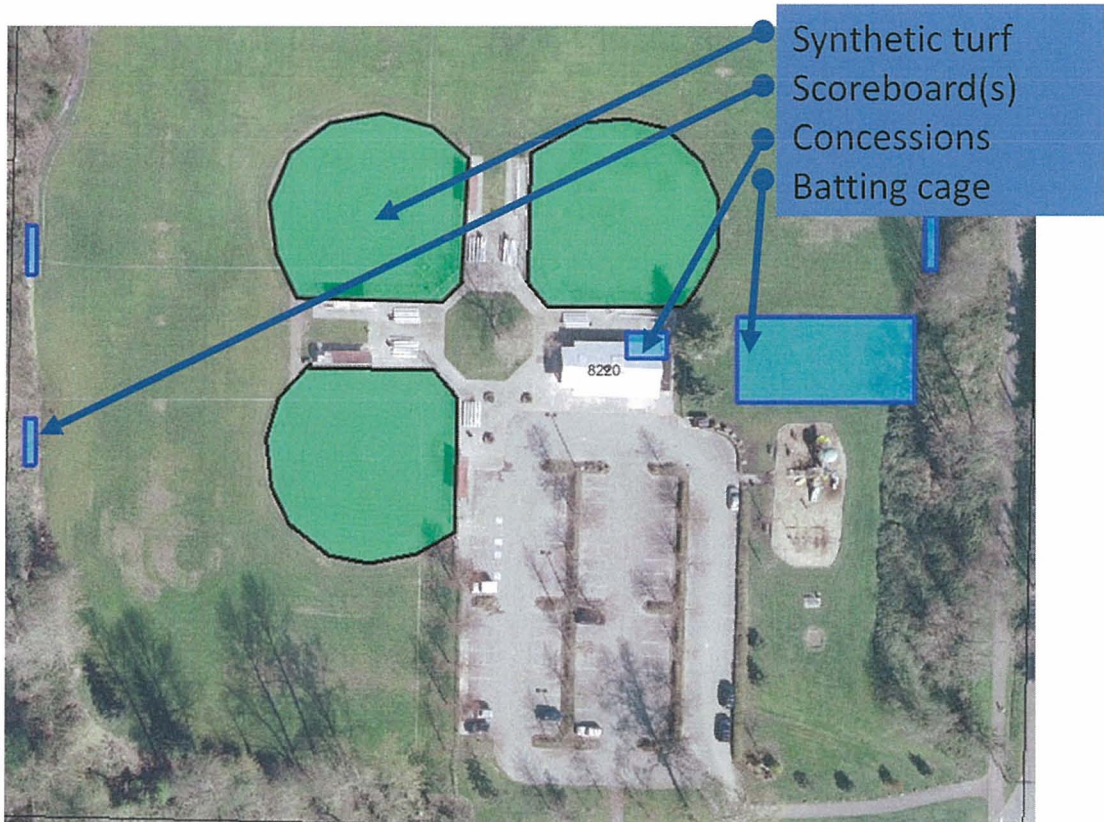
- Batting cage funding is to be funded by a donation to the District by the Boys and Girls Club.
- Location of the batting cage is to be coordinated as part of this element of the Project.

7. Additional synthetic turf to support other sports

- A bid alternative to install additional synthetic turf, in an area to be determined, to enhance the multi-use aspect of the facility

8. Fields #1, #2, and #3 Replacement

- Working in coordination with the District, the replacement of the sports field artificial turf surfaces shall be the responsibility of the City. A major source of funding for replacement will be derived from a designated account of the City wherein turf premium fees for use of these facilities by all groups have been deposited.



ATTACHMENT C

BALLFIELD USER GROUP MEMBERS

Ballfield User Group members are established organizations whose primary mission is to serve youth and/or adult populations of Mercer Island:

- City of Mercer Island Parks & Recreation Department
- Mercer Island School District
- Mercer Island Boys & Girls Club
- Mercer Island Youth Soccer Association
- Mercer Island Lacrosse Association
- Stroum Jewish Community Center

ATTACHMENT A

Revised Memorandum of Understanding

BETWEEN THE CITY OF MERCER ISLAND AND THE MERCER ISLAND SCHOOL DISTRICT CONCERNING MAINTENANCE, OPERATION AND REPAIR OF ELEMENTARY FIELDS AT ISLAND PARK, LAKERIDGE AND WEST MERCER ELEMENTARY SCHOOLS

This attachment defines the division of labors between City of Mercer Island Parks Maintenance staff and Mercer Island School District Grounds Maintenance staff, at the District's three elementary and high school athletic fields.

1. The City shall undertake and continually employ scheduled turf rehabilitation that, over time, approximately 18 months, will provide the community with improved athletic fields at three (3) public elementary schools and one (1) public high school on Mercer Island. Turf rehab will be executed by City Park Maintenance staff, using City equipment. The annual cycle of rehabilitation;
 - a) Fertilize three (3) times a year with a seasonally adjusted fertilizer blend
 - b) Aerification two (2) times a year, core extraction or deep tine as needed
 - c) Top Dress two (2) times a year
 - d) Re-seed two (2) times a year

The City shall undertake annual spring seasonal preparation of skinned infields at Lakeridge and Island Park and inspect and repair damaged turf at all fields each spring in preparation for scheduled March field use. The City will drag skinned infields regularly (at least once weekly) March through August.

2. City field staff will incorporate District Integrated Pest Management policy (Board Policy 1415) in any and all fertilizer and/or pesticide applications on all district owned properties.
3. The District shall continue to provide mowing, irrigation services, and leaf and debris removal. The City, acknowledging that increased fertilization rates and turf rehabilitation work will likely increase the frequency and importance of some regular maintenance tasks, will assist in this work as needed;
 - a) Weekly mowing mid February to mid November and as needed
 - b) Irrigation seasonal startup and shutdown, and repairs as needed
 - c) Leaf and debris removal as warranted seasonally and as storm response
4. The City reserves the right to limit the use of the fields for purposes of maintenance and for safety of the playing surfaces and will obtain District approval prior to limiting the use of the facilities during the school day. Turf rehabilitation closure dates for each field will be scheduled annually at a January meeting involving the Parks Operations Superintendent for the City and the Director of Maintenance and Operations for the District, or their designees. The approved schedule shall be distributed to all relevant parties in each agency and to the Ballfield User Group by February 15.
5. Communication between City and District field staff shall be open and frequent. Contact lists will be exchanged and updated as needed, and 'after hours' contact protocols will be exchanged.
6. District and City maintenance staff will work together to immediately address any safety issues brought to attention by City or District personnel or facility users. District staff will refer all maintenance inquiries, including scheduling requests, citizen concerns and any other items that are affected by or affect the maintenance of elementary fields, to the Parks Operations Superintendent in a timely manner, in writing. The Parks Superintendent will respond, in writing, within three business days.
7. District shall provide a mowing schedule annually, including frequencies and scheduled times for mowing each field, to the Parks Operations Superintendent.

8. A "Fields Working Group", consisting of the Parks Operations Superintendent and the Facility Scheduler for the City, and the Director of Maintenance and Operations for the District, will meet not less than once annually, and as needed, to address issues and exchange information.
9. The City will schedule activities on elementary fields during non-school hours, defined as between 4pm and 10pm weekdays, weekends, and all days during summer break. District activities occurring during these times shall be booked through the City. MISD booking requests for these non-school hours would receive priority per BUG policy.

PARTIAL TERMINATION OF THE INTERLOCAL AGREEMENT

BETWEEN THE CITY OF MERCER ISLAND AND THE MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS

THIS PARTIAL TERMINATION OF THE INTERLOCAL AGREEMENT ("PARTIAL TERMINATION AGREEMENT") is made and entered into by the City of Mercer Island ("City") and the Mercer Island School District, No. 400, a municipal corporation, King County, Washington ("District").

- A. The City and District hereby agree to partially terminate the INTERLOCAL AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND MERCER ISLAND SCHOOL DISTRICT FOR MAINTENANCE AND IMPROVEMENTS OF CERTAIN SCHOOL DISTRICT SPORTS FIELDS ("Agreement") entered into on November 13, 2009, to the extent the City and District agree is necessary for the Agreement to reflect current needs and conditions.

- B. Section 14(B) of the Agreement states:

"The Interlocal Agreement between the City and District may be terminated in whole or in part at any time by either the City or the District prior to its expiration for good cause upon ninety (90) days written notice. Good cause shall include the following items: (1) financial hardship as demonstrated by a City Council or District Board of Directors resolution; and (2) the District's need to recapture school grounds for school purposes as demonstrated by a District Board of Directors resolution. In the event such termination affects only part of the Agreement (e.g., applicability to the SMP or Elementary Schools Sports Fields), such termination will not impact the requirements of this Agreement for the remaining element."

- C. Pursuant to Section 14(B) of the Agreement, the District installed portable classroom units at Lakeridge Elementary and Island Park Elementary schools in 2012. These portable classrooms were installed on the previously existing athletic fields in an effort to recapture school grounds for school purposes, therefore, minimizing their effective use for the Mercer Island community.

NOW, THEREFORE, the parties agree as follows:

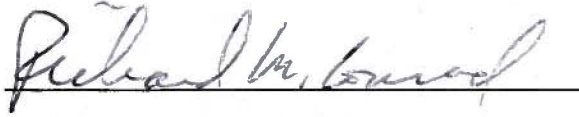
1. The City and District agree to terminate Section 3(B).1 of the Agreement. The City shall not be required to pay the District the sum of Sixty Thousand Dollars (\$60,000) annually to support the District's current level of service maintenance at the Elementary School Sports Fields.
2. The City and District hereby agree to terminate Section 3(B).2 of the Agreement, provided that the City shall dedicate the necessary financial resources to complete all tasks and obligations assigned to it in Attachment A.
3. In an effort to uphold the terms of the Agreement and provide quality athletic fields for the District and the Mercer Island Community, the City and District agree to the revised levels of service as described in the revised Memorandum of Understanding, included in Attachment A attached hereto and incorporated herein by reference. The original Attachment A to the Agreement is hereby revised and replaced with the new Attachment A attached hereto.

4. All other sections of the Agreement shall remain in full force and effect

The parties have signed this Partial Termination Agreement on the date indicated below.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT



Richard M. Conrad
City Manager

Dated: 10-24-2013



Dr. Gary Plano
Superintendent

Dated: 9/27/13

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Katie H. Knight
City Attorney



Cliff Foster
Attorney for School District



CITY COUNCIL PLANNING SCHEDULE

All meetings are held in the City Hall Council Chambers unless otherwise noted.
Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm.
Items listed for each meeting are not in any particular order.

APRIL 3 – (THURSDAY) – 4:30 PM–5:30 PM

Item Type	Topic/Presenter	Time
<i>Executive Session</i>	Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for one hour	60

APRIL 17 – 5:00 PM

Item Type	Topic/Presenter	Time
<i>Executive Session (5:00-6:00 pm)</i>	Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for one hour	60
<i>Study Session #1 (6:00-6:45 pm)</i>	SE 40th Street Traffic Analysis – Island Crest Way to 88th Ave SE – A. Tonella-Howe	45
<i>Study Session #2 (6:45-7:30 pm)</i>	2017-2018 City Council Goals and Work Plan – J. Underwood	45
<i>Consent Calendar (7:30 pm)</i>	Regional Animal Services of King County Interlocal Agreement – D. Jokinen	--
<i>Regular Business</i>	I-90 Loss of Mobility Status Report & Funding Options for Litigation & Other Costs – J. Underwood	30
<i>Regular Business</i>	Island Crest Park Sportsfields Improvements Bid Award – B. Fletcher	30
<i>Regular Business</i>	Interlocal Agreement with Mercer Island School District for the Use, Maintenance, and Improvements of Certain School District Sports Fields – B. Fletcher	30

APRIL 20 (THURSDAY) – 5:00-7:00 PM

	JOINT MEETING WITH MISD BOARD	
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MAY 1 – 5:00 PM

Item Type	Topic/Presenter	Time
<i>Executive Session (5:00-6:00 pm)</i>	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes	60
<i>Study Session (6:00-7:00 pm)</i>	CenturyLink Cable Franchise – K. Sand	60
<i>Special Business (7:00 pm)</i>	Affordable Housing Week Proclamation	5
<i>Regular Business</i>	I-90 Loss of Mobility Status Report – J. Underwood	30
<i>Regular Business</i>	CenturyLink Cable Franchise (1 st Reading) – K. Sand	60
<i>Regular Business</i>	Appeals and Review Processes Code Amendments (1 st Reading) – S. Greenberg	60
<i>Regular Business</i>	Fourth Quarter 2016 Financial Status Report & Budget Adjustments – C. Corder	30

MAY 8 (MONDAY) – 6:00-9:00 PM

Item Type	Topic/Presenter	Time
<i>Study Session</i>	Joint Council-Planning Commission Study Session on Planning Commission/s Preliminary Recommendation for Residential Development Standards Code Amendments – E. Maxim	180

MAY 15 – 5:00 PM

Item Type	Topic/Presenter	Time
<i>Executive Session (5:00-6:00 pm)</i>	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes	60
<i>Study Session (6:00-7:00 pm)</i>	TBD	60
<i>Public Hearing (7:00 pm)</i>	Public Hearing and Preview of the 6-Year Transportation Improvement Program – P. Yamashita	90
<i>Public Hearing</i>	Public Hearing and Approval of a Public Benefit Rating System application for Pioneer Park Youth Club – R. Proebsting	30
<i>Regular Business</i>	I-90 Loss of Mobility Status Report – J. Underwood	30
<i>Regular Business</i>	Appeals and Review Processes Code Amendments (2 nd Reading & Adoption) – S. Greenberg	30
<i>Regular Business</i>	CenturyLink Cable Franchise (2 nd Reading) – K. Sand	30
<i>Regular Business</i>	First Quarter 2017 Financial Status Report & Budget Adjustments – C. Corder	15

JUNE 5 – 5:00 PM

Item Type	Topic/Presenter	Time
<i>Executive Session (5:00-6:00 pm)</i>	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes	60
<i>Study Session (6:00-7:00 pm)</i>	City Council Rules of Procedures Amendments – K. Taylor	60
<i>Regular Business (7:00 pm)</i>	NPDES Stormwater Code Update (2 nd Reading & Adoption) – P. Yamashita	60
<i>Regular Business</i>	I-90 Loss of Mobility Status Report – J. Underwood	30
<i>Regular Business</i>	Planning Commission's Recommendation for Residential Development Standards Code Amendments (1 st Reading) – E. Maxim	90
<i>Regular Business</i>	2016 General Fund & REET Year-End Surplus Disposition – C. Corder	30

JUNE 12 – 6:00-8:00 PM

Item Type	Topic/Presenter	Time
<i>Public Hearing</i>	Public Hearing on Residential Development Standards Code Amendments – E. Maxim	120

JUNE 17 (SATURDAY) - 8:30 AM-5:00 PM

	MINI-PLANNING SESSION (MICEC)	
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JUNE 19 – 5:00 PM

Item Type	Topic/Presenter	Time
<i>Study Session (5:00-7:00 pm)</i>	Residential Development Standards Code Amendments - E. Maxim	120
<i>Regular Business</i>	I-90 Loss of Mobility Status Report – J. Underwood	30
<i>Regular Business</i>	Adoption of the 6 Year Transportation Improvement Program – P. Yamashita	45
<i>Regular Business</i>	Residential Development Standards Code Amendments (1 st Reading) - E. Maxim	120
<i>Regular Business</i>	Adoption of the 6 Year Transportation Improvement Program – P. Yamashita	45

JULY 3

	CANCELED	
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JULY 10 – 6:00 PM (SPECIAL MEETING)

Item Type	Topic/Presenter	Time
<i>Regular Business</i>	P Zone Amendment-Light Rail Use (1 st Reading) —S. Greenberg	60
<i>Regular Business</i>	Essential Public Facilities Code Amendment (1 st Reading) — S. Greenberg	60
<i>Regular Business</i>	Transportation Concurrency Code Amendment (1 st Reading) –S. Greenberg	60
<i>Regular Business</i>	Residential Development Standards Code Amendments (2 nd Reading & Adoption) – E. Maxim	60

JULY 17

Item Type	Topic/Presenter	Time
<i>Regular Business</i>	P Zone Amendment-Light Rail Use (2 nd Reading & Adoption) — S. Greenberg	30
<i>Regular Business</i>	Essential Public Facilities Code Amendment (2 nd Reading & Adoption) — S. Greenberg	30
<i>Regular Business</i>	Transportation Concurrency Code Amendment (2 nd Reading & Adoption) –S. Greenberg	30

AUGUST 7

Item Type	Topic/Presenter	Time
<i>Public Hearing</i>	<i>(if needed)</i> Public Hearing to Extend Moratorium Regarding Development of Construction Activity within the I-90 Right of Way Portion of the Public Institution Zone – K. Sand	60
<i>Public Hearing</i>	<i>(if needed)</i> Public Hearing for Extend Moratorium Regarding Transportation Concurrency and Siting of Essential Public Facilities – K. Sand	60

AUGUST 21

	<i>Potentially Canceled</i>	
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OTHER ITEMS TO BE SCHEDULED:

- Code Enforcement Ordinance Update – A. Van Gorp (Q1 2017)
- Light Rail Station Design Oversight – K. Taylor
- Mercer Island Center for the Arts (MICA) Lease – K. Sand
- PSE Electric Franchise – K. Sand

– Zayo Telecom Franchise – K. Sand

– Six Year Sustainability Plan – R. Freeman

COUNCILMEMBER ABSENCES:

- Bertlin: July 10 (possibly July 17)