



# CITY OF MERCER ISLAND

## CITY COUNCIL MEETING AGENDA

Monday  
March 6, 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

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

### SPECIAL BUSINESS, 7:00 PM

Presentation from King Council Councilmember Claudia Balducci

### CONSENT CALENDAR

(1) Payables: \$1,276,101.72 (02/23/17) & \$286,410.56 (03/02/17)

Payroll: \$809,359.35 (03/03/17)

Minutes: February 13, 2017 Special Meeting Minutes, February 16, 2017 Special Meeting Minutes & February 27, 2017 Special Meeting Minutes

AB 5240 Department of Social & Health Services Interlocal Agreement for Respite Care Services Reimbursement

AB 5254 ARCH 2017 Administrative Budget and Work Program

AB 5255 ARCH 2016 Trust Fund Recommendations

### APPEARANCES

### REGULAR BUSINESS

(2) AB 5264 Public Hearing for Moratorium Regarding Development of Construction Activity within the I-90 Right of Way Portion of the Public Institution Zone

(3) AB 5265 Public Hearing for Moratorium Regarding Transportation Concurrency and Siting of Essential Public Facilities

(4) AB 5267 I-90 Loss of Mobility Status Report

(5) AB 5241 Outdoor I-90 Sculpture Gallery Name Change

*Continued...*

(6) AB 5263 Consider Parks & Recreation Department Name Change

(7) AB 5262 Code Amendment Adopting MICC Chapter 2.50 Pertaining to Accepting Donations (2nd Reading)

## **OTHER BUSINESS**

Councilmember Absences

Planning Schedule

Board Appointments

Councilmember Reports

## **ADJOURNMENT**

CERTIFICATION OF CLAIMS

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

*Charles L. Corder*

Finance Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	185598-185823	2/23/2017	\$ 1,276,101.72
			<b>\$ 1,276,101.72</b>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185598	02/17/2017	ABBOTT, RICHARD LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185599	02/17/2017	ACCESS BLACK BOX PICK UP & DELIVERY,	P94034	1865821	01/31/2017	359.18
00185600	02/17/2017	ADAMS, RONALD E LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	109.00
00185601	02/17/2017	AIRGAS USA LLC Oxygen/Fire	P94015	9942638590	01/31/2017	101.99
00185602	02/17/2017	ARMA INTERNATIONAL INC E.HOUMAN MEMBERSHIP DUE	P94037	OH007784	02/14/2017	200.00
00185603	02/17/2017	ARSCENTIA Mercerdale sign for HYI, "Blue	P93871	201700301	01/24/2017	183.96
00185604	02/17/2017	ASPECT SOFTWARE INC Telestaff Monthly Maintenance	P93922	ASI023939	02/05/2017	164.25
00185605	02/17/2017	AUGUSTSON, THOR LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	110.00
00185606	02/17/2017	AWC DRUG/ALCOHOL TESTING CONS. 2017 AWC Drug & Alcohol Consor	P94051	47660	12/29/2016	1,683.00
00185607	02/17/2017	BARNES, WILLIAM LEOFF1 Medicare Reimb		MAR2017A	02/09/2017	1,913.15
00185608	02/17/2017	BELLEVUE, CITY OF 2017 eCity Gov Annual Subscrip	P94022	31650	01/26/2017	3,500.00
00185609	02/17/2017	BOOTH, GLENDON D LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185610	02/17/2017	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185611	02/17/2017	CARDINAL ARCHITECTURE PC Luther Burbank Park Boiler Bui	P92495	#3	01/31/2017	2,307.50
00185612	02/17/2017	CARLSON, LARRY Medicare Reimbursement		OH007796	02/16/2017	426.40
00185613	02/17/2017	CEDAR GROVE COMPOSTING INC Organic Waste Service January	P94031	318649	01/31/2017	26.70
00185614	02/17/2017	CERTIFIED LABORATORIES Spill Guard 150 lb/20 lb	P93742	259468	01/24/2017	2,602.38
00185615	02/17/2017	CHAPTER 13 TRUSTEE PAYROLL DATED 2-17-2017		OH007794	02/17/2017	1,331.00
00185616	02/17/2017	CHECK RIDE DRIVER TRAINING CDL B Training S. Heath	P94046	HEATH - GUINN	02/14/2017	6,436.00
00185617	02/17/2017	CHRISTIANSEN, ANNE Instructor fee course #16562	P94048	16562 16564	01/10/2017	2,069.90
00185618	02/17/2017	CI ACCOUNTING INVENTORY PURCHASES	P94003	T052608	02/07/2017	1,226.13
00185619	02/17/2017	CLIFTON, CURTIS MILEAGE EXPENSE		OH007747	02/02/2017	81.32
00185620	02/17/2017	CM DESIGN GROUP ROADSIDE SHOULDER IMPROVEMENTS	P91329	17015	02/03/2017	10,479.64
00185621	02/17/2017	COLLISION MASTERS LLC Repairs to A93 and A91	P93995	32163/32188	02/02/2017	591.78
00185622	02/17/2017	COMMERCIAL LANDSC SUPPLY INC INVENTORY PURCHASES	P93953	197858	02/01/2017	193.48
00185623	02/17/2017	CONFLUENCE ENGINEERING GRP LLC PHASE 3 MICROBIAL OCCURRENCE	P91202	01-0117MIWQP3	02/06/2017	3,733.00

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00185624	02/17/2017	CONSOLIDATED PRESS Spring/Summer Camp Guide Print	P94006	18226	01/26/2017	2,106.91
00185625	02/17/2017	COOPER, ROBERT LEOFF1 Excess Benefit		MAR2017A	02/09/2017	1,712.19
00185626	02/17/2017	CRYSTAL AND SIERRA SPRINGS 2016 Water Service at MICEC	P89391	8259218012817	01/28/2017	6.64
00185627	02/17/2017	CULLIGAN Water Service/Fire	P94011	201702672721	02/17/2017	179.30
00185628	02/17/2017	DATAQUEST LLC Background Check E. Hooman	P93967	1521	01/31/2017	306.50
00185629	02/17/2017	DEEDS, EDWARD G LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	111.00
00185630	02/17/2017	DEPT OF ENTERPRISES SERVICES Surplus Item Hauling		73158464	02/03/2017	848.58
00185631	02/17/2017	DEVENY, JAN P LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	111.00
00185632	02/17/2017	DOWD, PAUL LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	111.00
00185633	02/17/2017	DRUSCHBA, JOHN F REPLACE WARRANT 185566 MILEAGE		OH007749	02/09/2017	34.24
00185634	02/17/2017	DSHS CHILD JUSTICE CONFERENCE Children's Justice Conference	P94053	OH007779	02/15/2017	250.00
00185635	02/17/2017	DUNBAR ARMORED FEB17 Armored Car Service	P94066	3926823	02/01/2017	1,914.47
00185636	02/17/2017	ECOLIGHTS NORTHWEST LLC RECYCLE LIGHT BULBS FROM CITY	P94057	179239	01/31/2017	123.37
00185637	02/17/2017	EHS-INTERNATIONAL INC Luther Burbank Park Boiler Bui	P93598	32237	02/14/2017	2,748.93
00185638	02/17/2017	ELSOE, RONALD LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185639	02/17/2017	FASTSIGNS ISSAQUAH SIGNS	P93999	I86599	01/19/2017	114.98
00185640	02/17/2017	FORSMAN, LOWELL LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185641	02/17/2017	FULL FORCE LLC Pens & lights for public event	P93725	20172117	02/01/2017	9,969.71
00185642	02/17/2017	GOODMAN, J C LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	110.00
00185643	02/17/2017	GOODSELL POWER EQUIPMENT CUT OFF BLADE & SAW CHAIN	P94001	709047	01/20/2017	375.89
00185644	02/17/2017	GRAINGER INVENTORY PURCHASES	P93977	9353338073	02/07/2017	878.93
00185645	02/17/2017	HAGSTROM, JAMES LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	124.60
00185646	02/17/2017	HAKOMORI, MITSUKO Instructor Pay for course #165	P93936	16550	02/06/2017	284.62
00185647	02/17/2017	HARRIGAN LEYH FARMER & Professional services - I-90 I	P94028	NO 6	02/07/2017	97,130.95
00185648	02/17/2017	HARVEY, RICHARD REIMBURSE WORK CLOTHES		OH007787	01/29/2017	119.96
00185649	02/17/2017	HDR ENGINEERING INC 2016 MERCER ISLAND WATER MODEL	P91447	1200031600	01/16/2017	17,525.01

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00185650	02/17/2017	HEDEEN & CADITZ PLLC Professional Services - FS 92	P94021	8361	02/06/2017	1,890.00
00185651	02/17/2017	HOME DEPOT CREDIT SERVICE MISC. TOOLS	P93978	0081084083727	02/08/2017	53.56
00185652	02/17/2017	HONEYWELL, MATTHEW V Professional services - Invoic	P93956	956	01/31/2017	2,450.00
00185653	02/17/2017	IBSEN TOWING CO BELLEVUE Impound 184XPD	P93965	B108655	01/19/2017	186.15
00185654	02/17/2017	ICMA 2017 ICMA Membership Dues	P93983	OH007756	02/08/2017	1,400.00
00185655	02/17/2017	IIMC 2017 IIMC Membership Dues (Hoo	P93979	OH007755	02/08/2017	100.00
00185656	02/17/2017	INGALLINA'S BOX LUNCH INC Training Meeting Refreshments	P93924	01344783	01/24/2017	70.59
00185657	02/17/2017	INTERIOR FOLIAGE CO, THE INTERIOR LANDSCAPING CITY HALL	P94058	37059	02/01/2017	271.34
00185658	02/17/2017	ISA MEMBERSHIP ISA Membership for John Kenny	P93913	OH007754	02/03/2017	185.00
00185659	02/17/2017	JEWISH COMMUNITY CENTER Preschool scholarships for EA	P93581	203567986/87	01/01/2017	640.00
00185660	02/17/2017	JOHNSON, CURTIS FRLEOFF1 Retiree Medical Expen		MAR2017A	02/09/2017	1,419.57
00185661	02/17/2017	KAMINS CONSTRUCTION PS 14 EMERGENCY REPAIR OF	P93716	8179	01/18/2017	2,091.89
00185662	02/17/2017	KC FINANCE Remit 2% Excise Tax	P94067	2083140	02/09/2017	1,541.63
00185663	02/17/2017	KC FINANCE 2016 Voters Registration	P93921	2082456	01/24/2017	61,810.26
00185664	02/17/2017	KC RECORDS Recording fee for Utility Ease	P93968	OH007759	02/08/2017	780.00
00185665	02/17/2017	KELLEY IMAGING SYSTEMS Waterfast plotter paper (3 rol	P93870	IN226591	02/21/2017	686.83
00185666	02/17/2017	KENYON DISEND PLLC Contract Legal Services - Invo	P94018	184971	01/31/2017	9,292.50
00185667	02/17/2017	KING COUNTY FINANCE MONTHLY SEWER JAN-DEC 2017	P93436	30016609	02/01/2017	389,489.76
00185668	02/17/2017	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P94044	11005493	01/31/2017	1,122.00
00185669	02/17/2017	KING COUNTY FINANCE INV 81547-81550 SIGNAL SERVICE	P93899	81547-81550	12/31/2016	1,247.39
00185670	02/17/2017	KNOWBE4 INC Security Training - 250 Users	P93932	INV11668	01/27/2017	5,274.38
00185671	02/17/2017	KROESENS UNIFORM COMPANY Shipping charge	P93926	35732	08/24/2016	736.84
00185672	02/17/2017	KRONOS Telestaff Software Support/201	P94016	11147458	01/31/2017	3,569.39
00185673	02/17/2017	KUHN, DAVID LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	110.00
00185674	02/17/2017	LABORATORY CORP OF AMERICA TB Testing/Horschman	P93929	423822	01/14/2017	227.00
00185675	02/17/2017	LAKESIDE DOORS INC MAINT MECHANIC BAY DOOR REPAIR	P93986	4627	01/20/2017	1,151.94

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00185676	02/17/2017	LAKESIDE INDUSTRIES EZ STREET ASPHALT (3 TONS)	P93851	3266113MB	01/25/2017	335.07
00185677	02/17/2017	LEDBETTER-KRAFT, DELORES E Instructor Pay for course #166	P94007	16603	02/10/2017	891.00
00185678	02/17/2017	LEE, WALLACE LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	109.00
00185679	02/17/2017	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	146.90
00185680	02/17/2017	LEYDE, CASEY MILEAGE		OH007788	02/09/2017	77.04
00185681	02/17/2017	LIFE TEK INC Healthcare Provider CPR Cards	P93927	170087	01/30/2017	285.25
00185682	02/17/2017	LIFTOFF LLC Office365 G3 Licenses	P93667	1813	01/14/2017	47,436.00
00185683	02/17/2017	LOISEAU, LERI M LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	107.00
00185684	02/17/2017	LYONS, STEVEN LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	135.60
00185685	02/17/2017	M & M BALLOON CO Helium tank rental & helium fo	P93826	30336	02/01/2017	23.54
00185686	02/17/2017	MAGNAS LLC MONTHLY LONG DISTANCE JAN-DEC	P93438	OH007766	01/31/2017	220.66
00185687	02/17/2017	MASTERMARK Staff Nametags	P93955	2476809	01/30/2017	34.87
00185688	02/17/2017	McCARTHY, MORGAN Instructor Pay for Course #166	P93937	16694	02/06/2017	350.00
00185689	02/17/2017	McLENDON HARDWARE INC INVENTORY PURCHASES	P93919	4609022	02/03/2017	72.24
00185690	02/17/2017	MERCER, THE Rental assistance for EA clien	P93944	OH007767	02/03/2017	1,000.00
00185691	02/17/2017	MI HARDWARE - BLDG MISC. HARDWARE FOR THE MONTH O	P93907	OH007761	01/31/2017	45.27
00185692	02/17/2017	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P93908	OH007760	01/31/2017	249.43
00185693	02/17/2017	MI HARDWARE - P&R Misc LB suplies	P93942	OH007768	01/31/2017	111.65
00185694	02/17/2017	MI HARDWARE - POLICE Extension cord	P93961	OH007769	01/31/2017	24.73
00185695	02/17/2017	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P93909	OH007762	01/31/2017	43.79
00185696	02/17/2017	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P93910	OH007763	01/31/2017	83.10
00185697	02/17/2017	MI HARDWARE - YFS Operating supplies for Tshop a	P93530	OH007770	01/31/2017	28.92
00185698	02/17/2017	MI SCHOOL DISTRICT #400 2017 Operational support for M	P93880	OH007765	02/01/2017	21,827.00
00185699	02/17/2017	MI UTILITY BILLS JAN 2017 PAYMENT OF UTILITY BI	P94020	OH007764	01/31/2017	19,730.26
00185700	02/17/2017	MICHAEL SKAGGS ASSOCIATES JANITORIAL SERVICE CITY BLDGS	P93990	1763	01/31/2017	10,627.65
00185701	02/17/2017	MICRO COM SYSTEMS LTD Plans scanning	P93916	16851	01/31/2017	1,203.37

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00185702	02/17/2017	MIRACLE ISLAND PLLC Instructor fees for course #16	P94010	16703/16704	02/10/2017	1,442.00
00185703	02/17/2017	MOBERLY AND ROBERTS Professional Services - Invoic	P93966	651	02/01/2017	6,000.00
00185704	02/17/2017	MORGAN SOUND INC COUNCIL AV	P93969	MSI89249	01/25/2017	49.41
00185705	02/17/2017	MORRIS-HANSEN ENT INC WINDOW CLEANING CITY HALL & MA	P93949	51455	01/27/2017	985.00
00185706	02/17/2017	MUSCO SPORTS LIGHTING LLC ICP Remote Equipment Controlle	P94050	292981	02/06/2017	425.00
00185707	02/17/2017	MYERS, JAMES S LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185708	02/17/2017	NAPA AUTO PARTS 2017 FLEET REPAIR PARTS AND	P93483	OH007795	01/31/2017	1,783.43
00185709	02/17/2017	NATIONAL BUSINESS SYSTEMS Keystroke software upgrade (an	P93943	79293	01/31/2017	980.03
00185710	02/17/2017	OAC SERVICES INC Pier Repair Engineering Servic	P90640	132412	02/08/2017	1,985.00
00185711	02/17/2017	OLYMPIC ENVIRONMENTAL RES 2017 ANNUAL RECYCLING EVENTS	P93714	2017#1	01/30/2017	1,715.00
00185712	02/17/2017	OVERLAKE OIL INV 182031 2017 UNLEADED AND D	P93482	182031	02/09/2017	9,409.78
00185713	02/17/2017	OXBOW FARM & CONSERVATION CTR Open space restoration plantin	P93555	57043	01/18/2017	395.60
00185714	02/17/2017	PACIFIC AIR CONTROL INC CITY HALL HVAC MAINT	P94059	529	01/31/2017	4,699.57
00185715	02/17/2017	PACIFIC MODULAR 2016 REPLACE KITCHEN HALLWAY C	P93992	2999	12/20/2016	5,562.60
00185716	02/17/2017	PARENTMAP Parent Map Summer issue advert	P93935	201759878	02/03/2017	1,146.00
00185717	02/17/2017	PEBBLE @ MIPC, THE Preschool scholarships for EA	P93577	OH007772	01/10/2017	411.30
00185718	02/17/2017	PERFECTMIND INC Park and Rec Registration Syst	P93881	MER20170130	01/30/2017	38,500.00
00185719	02/17/2017	PLATT ELECTRIC 4) REPLACEMENT LENS FOR 4FT FI	P94002	L314058	02/01/2017	149.38
00185720	02/17/2017	POT O' GOLD INC Coffee supplies	P93912	85724/88533/172	01/05/2017	584.12
00185721	02/17/2017	PREMIER CABLING LLC Install Additional Network Por	P93974	1479	02/04/2017	577.67
00185722	02/17/2017	PROVOST, ALAN LEOFF1 Excess Benefit		MAR2017A	02/09/2017	1,599.32
00185723	02/17/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007780	02/22/2017	151.12
00185724	02/17/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007781	02/13/2017	101.36
00185725	02/17/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007773	01/31/2017	43.92
00185726	02/17/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007774	01/31/2017	558.01
00185727	02/17/2017	PUGET SOUND ENERGY Utility Assistance for Emerenc	P93578	OH007775	02/06/2017	307.32



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00185728	02/17/2017	PUGET SOUND ENERGY ENERGY USE FEB 2017		OH007748	02/03/2017	2,921.96
00185729	02/17/2017	PUMPTECH INC INV 113110 PS 11 SERVICE CALL	P93898	0113110-IN	12/31/2016	613.20
00185730	02/17/2017	RAMSAY, JON LEOFF1 Medicare Reimb		MAR2017A	02/09/2017	682.58
00185731	02/17/2017	RED WING SHOE STORE SAFETY BOOTS	P94000	000000004226	01/30/2017	251.30
00185732	02/17/2017	REGIONAL TOXICOLOGY SERVICES Lab fees for C.Harnish clients	P93532	TC 20290013117	01/31/2017	30.45
00185733	02/17/2017	RELX INC DBA LEXISNEXIS Library Subscriptions - Invoic	P93957	3090810288	01/31/2017	300.88
00185734	02/17/2017	RESERVE ACCOUNT Refill of reserve fund for pos	P93911	OH007776	02/03/2017	2,500.00
00185735	02/17/2017	RICH LANDSCAPING INC 5% Retainage	P87253	OH007752	02/09/2017	3,782.40
00185736	02/17/2017	RICOH USA INC Cost Per Copy/Fire	P93928	5046785076	01/26/2017	128.52
00185737	02/17/2017	ROCK, R BRIAN MILEAGE		OH007789	01/01/2017	24.86
00185738	02/17/2017	ROSENSTEIN, SUSIE Instructor Payment for course	P93931	117	02/01/2017	832.50
00185739	02/17/2017	RUCKER, MANORD J LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	127.00
00185740	02/17/2017	SAGACITY CUSTOM PUBLISHING Camp ad publishing in Jewish i	P94047	2017-13708	02/03/2017	1,102.00
00185741	02/17/2017	SALZETTI, ERIC Instructor Pay for Course #165	P93933	16592	02/06/2017	1,476.30
00185742	02/17/2017	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		MAR2017A	02/09/2017	1,024.63
00185743	02/17/2017	SEATTLE WEDDING SHOW 2018 Wedding Show Booth &	P93930	IVC07887	01/24/2017	2,419.00
00185744	02/17/2017	SEATTLE, CITY OF Jan 2017 Water Purchases	P94023	OH007785	01/31/2017	102,163.78
00185745	02/17/2017	SIGNAL PERFECTION LTD MICEC Mtg Room AV Replacement	P94054	528377	02/09/2017	28,041.63
00185746	02/17/2017	SMITH, RICHARD LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	200.80
00185747	02/17/2017	SOFTRESOURCES PROCUREMENT SERVICES PHASE 6	P93984	3497	02/02/2017	4,550.00
00185748	02/17/2017	SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT	P93858	316924	01/26/2017	269.78
00185749	02/17/2017	STATE AUDITOR'S OFFICE FYE2015 Audit Closeout	P94065	L118723	02/10/2017	2,410.80
00185750	02/17/2017	STERICYCLE INC On-Call Charges/Fire	P94014	3003728405	01/31/2017	10.36
00185751	02/17/2017	SUPER SITTERS LLC Instructor fee for Super Sitte	P94009	OH007777	02/04/2017	437.50
00185752	02/17/2017	TEC EQUIPMENT INC Parts for 8610	P94013	211669S	01/19/2017	109.38
00185753	02/17/2017	TERO CONSULTING LTD INV 5034 ANNUAL SUPPORT SERVIC	P93901	5034	01/24/2017	2,450.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185754	02/17/2017	THOMPSON, JAMES LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	123.30
00185755	02/17/2017	TOOLEY, NORMAN LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	107.00
00185756	02/17/2017	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P93889	123457	01/27/2017	297.38
00185757	02/17/2017	TRI-TEC COMMUNICATIONS INC License for Shoretel Professio	P93975	622039	01/25/2017	97.46
00185758	02/17/2017	TRU MECHANICAL INC BOILER REPAIR PRESSURE RELIEF	P93948	4680	01/25/2017	3,475.60
00185759	02/17/2017	UNITED RENTALS NORTHWEST INC INV 143148364 GENIE EQUIPMENT	P93903	143148364-001	12/29/2016	709.65
00185760	02/17/2017	UNITED SITE SERVICES Gallagher Hill Open Space	P93945	114-4943690	01/31/2017	232.59
00185761	02/17/2017	USABlueBook INVENTORY PURCHASES	P94004	164902	01/25/2017	182.23
00185762	02/17/2017	VERIZON WIRELESS MDC Charges/Fire	P93559	9779183537	01/23/2017	2,027.72
00185763	02/17/2017	WA CITIES INSURANCE AUTHORITY UST STORAGE TANK POLICY RENEWA	P94075	13908	02/10/2017	3,440.00
00185764	02/17/2017	WA LEGAL MESSENGERS INC Legal messenger services - DuB	P94029	312513-312514	02/08/2017	40.00
00185765	02/17/2017	WA ST DEPT OF TRANSPORTATION JA9498 WATER SUPPLY SERVICE	P93904	JA9498	01/17/2017	33.94
00185766	02/17/2017	WA ST FIREFIGHTERS TRAINING & Z1 Commercial Plan Review -	P94012	7937	02/01/2017	100.00
00185767	02/17/2017	WA ST TREASURER'S OFFICE Remit JAN 2017 State Court	P94055	OH007782	01/31/2017	24,956.60
00185768	02/17/2017	WA ST TREASURER'S OFFICE Remit NC Jan 2017 Court Transm	P94056	OH007783	01/31/2017	2,742.02
00185769	02/17/2017	WABO BLDG INSPECTOR CERTIFICATION	P94063	33781	02/15/2017	350.00
00185770	02/17/2017	WACD PLANT MATERIAL CENTER Native Plants Plant Materials	P92805	17150INVOICE#1	01/23/2017	624.51
00185771	02/17/2017	WALLACE, THOMAS LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	109.00
00185772	02/17/2017	WALTER E NELSON CO INVENTORY PURCHASES	P94005	582776	02/09/2017	1,703.66
00185773	02/17/2017	WASHINGTON FIRE CHIEFS ISO - Horschman	P93997	8443	01/24/2017	300.00
00185774	02/17/2017	WASHINGTON STATE PATROL CPL backgrounds	P93972	I17005277	02/08/2017	72.00
00185775	02/17/2017	WASHINGTON2 ADVOCATES LLC Jan 2017 I-90 Loss of Mobility	P93906	5720	01/31/2017	10,000.00
00185776	02/17/2017	WEGNER, KEN LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185777	02/17/2017	WESTHILL ELECTRONICS Radio Desk Reconfiguration	P94017	2441	02/01/2017	1,538.48
00185778	02/17/2017	WHEELER, DENNIS LEOFF1 Medicare Reimb		MAR2017B	02/09/2017	104.90
00185779	02/17/2017	WIMACTEL INC PAY PHONE IN POLICE LOBBY	P94035	160627	02/01/2017	60.23

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185780	02/17/2017	WINE AND CANVAS Cookies and Canvas Event 1/31/	P94008	OH007778	01/03/2017	450.00
00185781	02/17/2017	WMCA 2016 WMCA Membership Dues (Hoo	P93981	OH007753	02/08/2017	75.00
00185782	02/17/2017	XEROX CORPORATION Lease and print charges for NE	P93563	087972432	02/01/2017	3,607.16
00185783	02/17/2017	XEROX CORPORATION PRINTER SUPPLIES		230045052	02/01/2017	700.27
00185784	02/17/2017	ZEE MEDICAL Quarterly Refill - City Hall	P93891	68329194	02/02/2017	444.57
00185785	02/17/2017	MI EMPLOYEES ASSOC PAYROLL DATED 2-17-2017		OH007791	02/17/2017	148.75
00185786	02/17/2017	POLICE ASSOCIATION PAYROLL DATED 2-17-2017		OH007792	02/17/2017	2,404.37
00185787	02/17/2017	UNITED WAY OF KING CO PAYROLL DATED 2-17-2017		OH007793	02/17/2017	230.00
00185788	02/17/2017	WCMA J. UNDERWOOD 2017 DUES	P94032	1800096-99504351	02/13/2017	315.00
00185789	02/17/2017	WSCCCE AFSCME AFL-CIO PAYROLL DATED 2-17-17		OH007790	02/17/2017	2,375.80
00185790	02/23/2017	BACKFLOW MANAGEMENT INC CCCP WITH SOP AND PUBLIC EDUCA	P92471	121317	01/31/2017	1,500.00
00185791	02/23/2017	CENTURYLINK MILEAGE EXPENSE		OH007803	02/01/2017	5,418.60
00185792	02/23/2017	CESSCO INVENTORY PURCHASES	P94078	6339/4560/63/69	02/08/2017	1,826.31
00185793	02/23/2017	COMCAST 2017 High speed connection cha	P93827	OH007797	02/11/2017	163.43
00185794	02/23/2017	COMPLETE OFFICE OFFICE SUPPLY JAN 2017		OH007800	01/31/2017	15,990.28
00185795	02/23/2017	DATAQUEST LLC Background checks for voluntee	P93568	CMIYOUTH201611	11/30/2016	36.50
00185796	02/23/2017	DEPT OF ENTERPRISES SERVICES PRINTING ENVELOPES		73158597	02/08/2017	179.04
00185797	02/23/2017	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P93437	8839	02/01/2017	2,903.75
00185798	02/23/2017	GEOTECH CONSULTANTS INC 2017-2018 On Call Geotechnical	P93727	45097	02/13/2017	736.50
00185799	02/23/2017	HIRAI, TOM C OVERPAYMENT REFUND		OH007807	02/10/2017	217.68
00185800	02/23/2017	HOME DEPOT CREDIT SERVICE SUMP PUMP CHECK VALVE	P94052	0152527014680	02/15/2017	11.30
00185801	02/23/2017	JAYMARC VILLAS LLC OVERPAYMENT REFUND		OH007806	02/10/2017	211.24
00185802	02/23/2017	KC FINANCE 3RD TRIMESTER 2016	P94112	75928 3RD	02/08/2017	3,930.00
00185803	02/23/2017	LEYDE, CASEY MILEAGE EXPENSE		OH007802	02/14/2017	154.08
00185804	02/23/2017	LLOYD ENTERPRISES INC PLAYFIELD SAND (32.38 TONS)	P94033	1556	02/03/2017	829.67
00185805	02/23/2017	LN CURTIS & SONS Shipping Charge from 2016 we d	P94085	INV49907	09/06/2016	42.06

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185806	02/23/2017	MI SCHOOL DISTRICT #400 2017 SCHOOL DISTRICT SITE FUEL	P93750	2017102	02/01/2017	1,011.02
00185807	02/23/2017	MOE, JIM MILEAGE EXPENSE		OH007808	02/02/2017	81.32
00185808	02/23/2017	OWEN EQUIPMENT COMPANY FL-0395 REPAIR PARTS	P94097	00082645	01/23/2017	71.24
00185809	02/23/2017	PONDEROSA PACIFIC INC ICW CULVERT REPLACEMENT AT SUB	P91931	2	12/16/2016	19,341.58
00185810	02/23/2017	PRAXAIR DISTRIBUTION INC INV 76047679 ACETYLENE AND OXY	P94096	76047679	01/31/2017	51.35
00185811	02/23/2017	PUGET SOUND ENERGY PHONE USE FEB 2017		OH007805	02/21/2017	3,591.70
00185812	02/23/2017	SAFELITE FULFILLMENT INC FL-0453 WINDSHIELD REPAIR	P94093	01804472555	02/07/2017	32.80
00185813	02/23/2017	SEIFERT, MIKE TRAINING EXPENSE		OH007810	02/08/2017	374.11
00185814	02/23/2017	SUPPLY SOURCE INC/SAMS, THE INVENTORY PURCHASES	P94079	1700425	02/13/2017	1,790.30
00185815	02/23/2017	T-MOBILE 2017 Services for Boat Launch	P93801	OH007799	02/08/2017	49.99
00185816	02/23/2017	TRINITY CONTRACTORS INC ROADSIDE SHOULDER IMPROVEMENTS	P93290	#1	01/31/2017	128,885.78
00185817	02/23/2017	UTILITIES UNDERGROUND LOCATION INV JANUARY	P94095	7010166	01/31/2017	229.46
00185818	02/23/2017	VERIZON WIRELESS PS 18 & 25 NOV DEC INVOICE	P94092	9779104083	01/21/2017	156.08
00185819	02/23/2017	WASHINGTON STATE UNIVERSITY FLEET MECHANIC CONFERENCE	P93998	22624149	02/10/2017	495.00
00185820	02/23/2017	WASHINGTON2 ADVOCATES LLC Dec 2016 I-90 Loss of Mobility	P94126	5693	12/31/2016	10,000.00
00185821	02/23/2017	WHISTLE WORKWEAR SAFETY BOOTS & MISC. WORK CLOT	P94089	2677	01/29/2017	315.31
00185822	02/23/2017	WRIGHT, MARCI Council Retreat Facilitator	P94105	1	02/21/2017	1,800.00
00185823	02/23/2017	XEROX CORPORATION PW METER AND BASE COPY CHARGES	P94098	087972440	02/01/2017	311.30
					Total	<u>1,276,101.72</u>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	10,072.69
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	5,939.82
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	4,439.03
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	1,831.32
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	1,072.41
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	915.13
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	657.88
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	547.53
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	340.76
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	321.09
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	321.07
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	266.90
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	194.43
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	194.42
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	118.36
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	117.19
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	83.66
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	58.33
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	55.82
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	39.66
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	33.12
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	23.42
P94055	00185767	WA ST TREASURER'S OFFICE	Remit JAN 2017 State Court	20.86
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	18.96
P94056	00185768	WA ST TREASURER'S OFFICE	Remit NC Jan 2017 Court Transm	14.76
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P94079	00185814	SUPPLY SOURCE INC/SAMS, THE	INVENTORY PURCHASES	1,790.30
P94005	00185772	WALTER E NELSON CO	INVENTORY PURCHASES	1,703.66
P94003	00185618	CI ACCOUNTING	INVENTORY PURCHASES	1,226.13
P93895	00185644	GRAINGER	INVENTORY PURCHASES	371.64
P94078	00185792	CESSCO	INVENTORY PURCHASES	325.22
	00185799	HIRAI, TOM C	OVERPAYMENT REFUND	217.68
	00185801	JAYMARC VILLAS LLC	OVERPAYMENT REFUND	211.24
P94080	00185792	CESSCO	INVENTORY PURCHASES	217.02
P93953	00185622	COMMERCIAL LANDSC SUPPLY INC	INVENTORY PURCHASES	193.48
P93980	00185644	GRAINGER	INVENTORY PURCHASES	164.79
P93976	00185644	GRAINGER	INVENTORY PURCHASES	154.38
P94004	00185761	USABlueBook	INVENTORY PURCHASES	87.49
P93919	00185689	McLENDON HARDWARE INC	INVENTORY PURCHASES	72.24
P93890	00185756	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	68.99
P93977	00185644	GRAINGER	INVENTORY PURCHASES	28.91
P93894	00185644	GRAINGER	INVENTORY PURCHASES	18.62
<i>Org Key: 814072 - United Way</i>				
	00185787	UNITED WAY OF KING CO	PAYROLL DATED 2-17-2017	230.00
<i>Org Key: 814074 - Garnishments</i>				
	00185615	CHAPTER 13 TRUSTEE	PAYROLL DATED 2-17-2017	1,331.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00185785	MI EMPLOYEES ASSOC	PAYROLL DATED 2-17-2017	148.75
<i>Org Key: 814076 - City &amp; Counties Local 21M</i>				
	00185789	WSCCCE AFSCME AFL-CIO	PAYROLL DATED 2-17-17	2,375.80
<i>Org Key: 814077 - Police Association</i>				
	00185786	POLICE ASSOCIATION	PAYROLL DATED 2-17-2017	2,404.37
<i>Org Key: CA1100 - Administration (CA)</i>				
P94018	00185666	KENYON DISEND PLLC	Contract Legal Services - Invo	9,292.50
P93957	00185733	RELX INC DBA LEXISNEXIS	Library Subscriptions - Invoice	300.88
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	38.16
P94029	00185764	WA LEGAL MESSENGERS INC	Legal messenger services - DuB	20.00
P94029	00185764	WA LEGAL MESSENGERS INC	Legal messenger services - DuB	20.00
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	16.92
<i>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</i>				
P93966	00185703	MOBERLY AND ROBERTS	Professional Services - Invoice	6,000.00
P94064	00185652	HONEYWELL, MATTHEW V	Professional services - Invoice	1,300.00
P93956	00185652	HONEYWELL, MATTHEW V	Professional Services - Invoice	800.00
P93958	00185652	HONEYWELL, MATTHEW V	Professional Services - Invoice	350.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P93983	00185654	ICMA	2017 ICMA Membership Dues	1,400.00
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	449.38
P94032	00185788	WCMA	J. UNDERWOOD 2017 DUES	315.00
	00185630	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRNTG JAN 2017	47.07
P93967	00185628	DATAQUEST LLC	Background Check E. Hooman	43.00
P93955	00185687	MASTERMARK	Staff Nametags	9.39
P93955	00185687	MASTERMARK	Staff Nametags	9.39
P93955	00185687	MASTERMARK	Staff Nametags	9.39
P93955	00185687	MASTERMARK	First Class US Mail	6.70
<i>Org Key: CM11SP - Special Projects-City Mgr</i>				
P94028	00185647	HARRIGAN LEYH FARMER &	Professional services - I-90 I	97,130.95
P93906	00185775	WASHINGTON2 ADVOCATES LLC	Jan 2017 I-90 Loss of Mobility	10,000.00
P94126	00185820	WASHINGTON2 ADVOCATES LLC	Dec 2016 I-90 Loss of Mobility	10,000.00
<i>Org Key: CM1200 - City Clerk</i>				
P93921	00185663	KC FINANCE	2016 Voters Registration	61,810.26
P94037	00185602	ARMA INTERNATIONAL INC	E.HOUMAN MEMBERSHIP DUE	175.00
P93979	00185655	IIMC	2017 IIMC Membership Dues (Hoo	100.00
P93981	00185781	WMCA	2016 WMCA Membership Dues (Hoo	75.00
P94037	00185602	ARMA INTERNATIONAL INC	E.HOUMAN Local Chapter Members	25.00
<i>Org Key: CM1300 - Sustainability</i>				
P94031	00185613	CEDAR GROVE COMPOSTING INC	Organic Waste Service January	26.70
<i>Org Key: CO6100 - City Council</i>				
P94105	00185822	WRIGHT, MARCI	Council Retreat Facilitator	1,800.00
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
P94022	00185608	BELLEVUE, CITY OF	2017 eCity Gov Annual Subscrip	3,500.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	660.05
P93952	00185784	ZEE MEDICAL	Quarterly Refill - City Hall	123.52
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.56
<i>Org Key: DS1100 - Administration (DS)</i>				
P93916	00185701	MICRO COM SYSTEMS LTD	Plans scanning	1,203.37
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	38.16
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	-59.35
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
	00185630	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRNTG JAN 2017	41.18
<i>Org Key: DS1700 - DSG Arborist</i>				
P93913	00185658	ISA MEMBERSHIP	ISA Membership for John Kenny	185.00
<i>Org Key: FN1100 - Administration (FN)</i>				
P94065	00185749	STATE AUDITOR'S OFFICE	FYE2015 Audit Closeout	2,410.80
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	745.89
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	23.08
<i>Org Key: FN4520 - Cross Connection Control Progr</i>				
P92471	00185790	BACKFLOW MANAGEMENT INC	CCCP WITH SOP AND PUBLIC EDUCA	1,500.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P94016	00185672	KRONOS	Telestaff Software Support/201	3,569.39
P93973	00185721	PREMIER CABLING LLC	Install Additional Network Por	187.30
P94011	00185627	CULLIGAN	Water Service/Fire	179.30
	00185791	CENTURYLINK	MILEAGE EXPENSE	167.10
P93922	00185604	ASPECT SOFTWARE INC	Telestaff Monthly Maintenance	164.25
P93928	00185736	RICOH USA INC	Cost Per Copy/Fire	128.52
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	49.72
P94085	00185805	LN CURTIS & SONS	Shipping Charge from 2016 we d	42.06
<i>Org Key: FR2100 - Fire Operations</i>				
P94017	00185777	WESTHILL ELECTRONICS	Radio Desk Reconfiguration	1,538.48
P93437	00185797	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	1,111.00
P93996	00185762	VERIZON WIRELESS	MDC Charges/Fire	925.09
P93995	00185621	COLLISION MASTERS LLC	Repairs to A93 and A91	591.78
P93926	00185671	KROESENS UNIFORM COMPANY	Uniforms/Petersen	310.93
P94013	00185752	TEC EQUIPMENT INC	Parts for 8610	109.38
<i>Org Key: FR2400 - Fire Suppression</i>				
P93742	00185614	CERTIFIED LABORATORIES	Spill Guard 150 lb/20 lb	2,602.38
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P94015	00185601	AIRGAS USA LLC	Oxygen/Fire	101.99
P94014	00185750	STERICYCLE INC	On-Call Charges/Fire	10.36
<i>Org Key: FR4100 - Training</i>				
P93997	00185773	WASHINGTON FIRE CHIEFS	ISO - Horschman	300.00
P93929	00185674	LABORATORY CORP OF AMERICA	TB Testing/Horschman	227.00
P93924	00185656	INGALLINA'S BOX LUNCH INC	Training Meeting Refreshments	70.59
<i>Org Key: FR5100 - Community Risk Reduction</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P93927	00185681	LIFE TEK INC	Healthcare Provider CPR Cards	285.25
P94012	00185766	WA ST FIREFIGHTERS TRAINING &	Z1 Commercial Plan Review -	100.00
<i>Org Key: GGI001 - General Government-Insurance</i>				
P94075	00185763	WA CITIES INSURANCE AUTHORITY	UST STORAGE TANK POLICY RENEWA	3,440.00
<i>Org Key: GGM001 - General Government-Misc</i>				
P94066	00185635	DUNBAR ARMORED	FEB17 Armored Car Service	546.58
P93912	00185720	POT O' GOLD INC	Coffee supplies	541.13
P93941	00185784	ZEE MEDICAL	First aid supplies Luther Burb	92.58
P93912	00185720	POT O' GOLD INC	water cooler	27.38
P93912	00185720	POT O' GOLD INC	Coffee supplies	15.61
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P93911	00185734	RESERVE ACCOUNT	Refill of reserve fund for pos	2,500.00
P93917	00185782	XEROX CORPORATION	Monthly copy charges for CM Co	688.54
P93917	00185782	XEROX CORPORATION	Monthly copy charges for Mail	519.76
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	496.69
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	216.61
	00185630	DEPT OF ENTERPRISES SERVICES	PRINTING WINDOW ENVELOPES	179.48
	00185796	DEPT OF ENTERPRISES SERVICES	PRINTING ENVELOPES	179.04
P93917	00185782	XEROX CORPORATION	Monthly copy charges for DSG C	176.75
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	148.69
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	61.26
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	40.22
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00185612	CARLSON, LARRY	Medicare Reimbursement	426.40
P93951	00185660	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	302.49
	00185746	SMITH, RICHARD	LEOFF1 Medicare Reimb	200.80
	00185607	BARNES, WILLIAM	LEOFF1 Medicare Reimb	163.70
	00185679	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	146.90
	00185660	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	143.30
	00185730	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00185684	LYONS, STEVEN	LEOFF1 Medicare Reimb	135.60
	00185739	RUCKER, MANORD J	LEOFF1 Medicare Reimb	127.00
	00185645	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	124.60
	00185754	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
	00185629	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	111.00
	00185631	DEVENY, JAN P	LEOFF1 Medicare Reimb	111.00
	00185632	DOWD, PAUL	LEOFF1 Medicare Reimb	111.00
	00185605	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	110.00
	00185642	GOODMAN, J C	LEOFF1 Medicare Reimb	110.00
	00185673	KUHN, DAVID	LEOFF1 Medicare Reimb	110.00
	00185600	ADAMS, RONALD E	LEOFF1 Medicare Reimb	109.00
	00185678	LEE, WALLACE	LEOFF1 Medicare Reimb	109.00
	00185771	WALLACE, THOMAS	LEOFF1 Medicare Reimb	109.00
	00185742	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	108.00
	00185683	LOISEAU, LERI M	LEOFF1 Medicare Reimb	107.00
	00185755	TOOLEY, NORMAN	LEOFF1 Medicare Reimb	107.00
	00185598	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	104.90
	00185609	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	104.90



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185610	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	104.90
	00185638	ELSOE, RONALD	LEOFF1 Medicare Reimb	104.90
	00185640	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	104.90
	00185707	MYERS, JAMES S	LEOFF1 Medicare Reimb	104.90
	00185776	WEGNER, KEN	LEOFF1 Medicare Reimb	104.90
	00185778	WHEELER, DENNIS	LEOFF1 Medicare Reimb	104.90
<b>Org Key: GGM606 - Excess Retirement-Fire</b>				
	00185607	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,749.45
	00185625	COOPER, ROBERT	LEOFF1 Excess Benefit	1,712.19
	00185722	PROVOST, ALAN	LEOFF1 Excess Benefit	1,599.32
	00185660	JOHNSON, CURTIS	LEOFF1 Excess Benefit	973.78
	00185742	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	916.63
	00185730	RAMSAY, JON	LEOFF1 Excess Benefit	546.38
<b>Org Key: IGBE01 - MI Pool Operation Subsidy</b>				
P93880	00185698	MI SCHOOL DISTRICT #400	2017 Operational support for M	21,827.00
<b>Org Key: IGMA02 - Alcoholism Program</b>				
P94067	00185662	KC FINANCE	Remit 2% Excise Tax	1,541.63
<b>Org Key: IS2100 - IGS Network Administration</b>				
P93667	00185682	LIFTOFF LLC	Office365 G3 Licenses	32,844.00
P93667	00185682	LIFTOFF LLC	Office365 G1 + EOA Licenses	14,592.00
P93932	00185670	KNOWBE4 INC	Security Training - 250 Users	5,274.38
P94044	00185668	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
	00185791	CENTURYLINK	PHONE USE FEB 2017	493.40
P94034	00185599	ACCESS	BLACK BOX PICK UP & DELIVERY,	359.18
P93438	00185686	MAGNAS LLC	MONTHLY LONG DISTANCE JAN-DEC	220.66
P94035	00185779	WIMACTEL INC	PAY PHONE IN POLICE LOBBY	60.23
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.55
<b>Org Key: MT2100 - Roadway Maintenance</b>				
P94046	00185616	CHECK RIDE DRIVER TRAINING	CDL B Training S. Heath	3,218.00
	00185811	PUGET SOUND ENERGY	REPLACE WARRANT 185728	2,979.70
	00185728	PUGET SOUND ENERGY	ENERGY USE FEB 2017	2,921.96
P93899	00185669	KING COUNTY FINANCE	INV 81547-81550 SIGNAL SERVICE	1,247.39
	00185811	PUGET SOUND ENERGY	PHONE USE FEB 2017	612.00
P94001	00185643	GOODSELL POWER EQUIPMENT	CUT OFF BLADE & SAW CHAIN	375.89
P94078	00185792	CESSCO	CUT-OFF SAW FOR EMERGENCY SHED	174.98
P94078	00185792	CESSCO	REPAIR & SERVICE EMERGENCY EQU	102.26
P93890	00185756	TRAFFIC SAFETY SUPPLY	STREET SIGNS	93.84
P93889	00185756	TRAFFIC SAFETY SUPPLY	STREET SIGNS	86.77
P93909	00185695	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	43.79
P93918	00185756	TRAFFIC SAFETY SUPPLY	STREET SIGN	47.78
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<b>Org Key: MT2200 - Vegetation Maintenance</b>				
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	10.47
<b>Org Key: MT2255 - Urban Forest Management (ROW)</b>				
P93978	00185651	HOME DEPOT CREDIT SERVICE	MISC. TOOLS	53.56

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	439.13
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<i>Org Key: MT2500 - ROW Administration</i>				
	00185803	LEYDE, CASEY	MILEAGE EXPENSE	38.52
	00185737	ROCK, R BRIAN	MILEAGE	24.86
<i>Org Key: MT3100 - Water Distribution</i>				
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	1,410.22
P93851	00185676	LAKESIDE INDUSTRIES	EZ STREET ASPHALT (3 TONS)	335.07
P94078	00185792	CESSCO	CUT-OFF SAW FOR EMERGENCY SHED	174.98
P94078	00185792	CESSCO	REPAIR & SERVICE EMERGENCY EQU	102.30
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<i>Org Key: MT3150 - Water Quality Event</i>				
P91202	00185623	CONFLUENCE ENGINEERING GRP LLC	PHASE 3 MICROBIAL OCCURRENCE	3,733.00
P93904	00185765	WA ST DEPT OF TRANSPORTATION	JA9498 WATER SUPPLY SERVICE	33.94
<i>Org Key: MT3200 - Water Pumps</i>				
	00185791	CENTURYLINK	PHONE USE FEB 2017	237.64
	00185791	CENTURYLINK	PHONE USE FEB 2017	59.41
P93910	00185696	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	32.97
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	10.47
<i>Org Key: MT3300 - Water Associated Costs</i>				
P93858	00185748	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	269.78
	00185619	CLIFTON, CURTIS	MILEAGE EXPENSE	81.32
	00185803	LEYDE, CASEY	MILEAGE EXPENSE	38.52
	00185803	LEYDE, CASEY	MILEAGE EXPENSE	38.52
	00185633	DRUSCHBA, JOHN F	REPLACE WARRANT 185566 MILEAGE	34.24
<i>Org Key: MT3400 - Sewer Collection</i>				
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	839.41
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	650.55
P94078	00185792	CESSCO	CUT-OFF SAW FOR EMERGENCY SHED	174.98
P94078	00185792	CESSCO	REPAIR & SERVICE EMERGENCY EQU	102.30
P94004	00185761	USABlueBook	SEWER MANHOLE DECALS (20 PK)	94.74
P93892	00185644	GRAINGER	FACE SHIELDS & GLOVES	52.39
P93910	00185696	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	38.65
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00185791	CENTURYLINK	PHONE USE FEB 2017	3,526.66
	00185791	CENTURYLINK	PHONE USE FEB 2017	634.94
P93898	00185729	PUMPTech INC	INV 113110 PS 11 SERVICE CALL	613.20
P94078	00185792	CESSCO	CUT-OFF SAW FOR EMERGENCY SHED	174.99
P94092	00185818	VERIZON WIRELESS	PS 18 & 25 NOV DEC INVOICE	156.08
P94078	00185792	CESSCO	REPAIR & SERVICE EMERGENCY EQU	102.30
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
P93910	00185696	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	11.48
<i>Org Key: MT3600 - Sewer Associated Costs</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	438.50
P94000	00185731	RED WING SHOE STORE	SAFETY BOOTS	251.30
	00185807	MOE, JIM	MILEAGE EXPENSE	81.32
	00185680	LEYDE, CASEY	MILEAGE	77.04
	00185803	LEYDE, CASEY	MILEAGE EXPENSE	38.52
<i>Org Key: MT3800 - Storm Drainage</i>				
P94078	00185792	CESSCO	CUT-OFF SAW FOR EMERGENCY SHED	174.98
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	65.05
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P93901	00185753	TERO CONSULTING LTD	INV 5034 ANNUAL SUPPORT SERVIC	2,450.00
P94051	00185606	AWC DRUG/ALCOHOL TESTING CONS.	2017 AWC Drug & Alcohol Consor	1,219.00
P93559	00185762	VERIZON WIRELESS	2017 PW CELLULAR SERVICE	1,102.63
P94098	00185823	XEROX CORPORATION	PW METER AND BASE COPY CHARGES	311.30
P94095	00185817	UTILITIES UNDERGROUND LOCATION	INV JANUARY	229.46
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	203.04
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	139.14
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	57.89
P93437	00185797	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	25.25
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	19.96
<i>Org Key: MT4200 - Building Services</i>				
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	8,293.36
P93990	00185700	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE CITY BLDGS	4,205.66
P94069	00185714	PACIFIC AIR CONTROL INC	CITY HALL HVAC MAINT	1,580.09
P93949	00185705	MORRIS-HANSEN ENT INC	WINDOW CLEANING CITY HALL & MA	985.00
P94061	00185714	PACIFIC AIR CONTROL INC	FS91 HVAC MAINT	414.46
P94063	00185769	WABO	BLDG INSPECTOR CERTIFICATION	350.00
P94062	00185714	PACIFIC AIR CONTROL INC	SHOP HVAC MAINT	301.13
P94058	00185657	INTERIOR FOLIAGE CO, THE	INTERIOR LANDSCAPING CITY HALL	271.34
P94060	00185714	PACIFIC AIR CONTROL INC	FS91 HVAC MAINT	212.79
P94057	00185636	ECOLIGHTS NORTHWEST LLC	RECYCLE LIGHT BULBS FROM CITY	123.37
P93907	00185691	MI HARDWARE - BLDG	MISC. HARDWARE FOR THE MONTH O	45.27
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	10.47
P93893	00185644	GRAINGER	RESTROOM SIGN	6.90
<i>Org Key: MT4300 - Fleet Services</i>				
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	2,343.15
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	2,051.76
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	1,804.58
P93483	00185708	NAPA AUTO PARTS	2017 FLEET REPAIR PARTS AND	1,783.43
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	1,533.35
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	1,426.13
P93750	00185806	MI SCHOOL DISTRICT #400	2017 SCHOOL DISTRICT SITE FUEL	1,011.02
P93998	00185819	WASHINGTON STATE UNIVERSITY	FLEET MECHANIC CONFERENCE	495.00
P93482	00185712	OVERLAKE OIL	INV 182031 2017 UNLEADED AND D	250.81
P94097	00185808	OWEN EQUIPMENT COMPANY	FL-0395 REPAIR PARTS	71.24
P94096	00185810	PRAXAIR DISTRIBUTION INC	INV 76047679 ACETYLENE AND OXY	51.35
P94093	00185812	SAFELITE FULFILLMENT INC	FL-0453 WINDSHIELD REPAIR	32.80
P94052	00185800	HOME DEPOT CREDIT SERVICE	SUMP PUMP CHECK VALVE	11.30

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	10.47
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				
P94089	00185821	WHISTLE WORKWEAR	SAFETY BOOTS & MISC. WORK CLOT	315.31
<i>Org Key: MT4501 - Water Administration</i>				
P94023	00185744	SEATTLE, CITY OF	Jan 2017 Water Purchases	102,163.78
<i>Org Key: MT4502 - Sewer Administration</i>				
P93436	00185667	KING COUNTY FINANCE	MONTHLY SEWER JAN-DEC 2017	389,489.76
<i>Org Key: MT4503 - Storm Water Administration</i>				
P94112	00185802	KC FINANCE	3RD TRIMESTER 2016	3,930.00
<i>Org Key: MT4900 - Solid Waste</i>				
P93714	00185711	OLYMPIC ENVIRONMENTAL RES	2017 ANNUAL RECYCLING EVENTS	1,715.00
<i>Org Key: MTBE01 - Maint of Medians &amp; Planters</i>				
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	81.32
<i>Org Key: PO1100 - Administration (PO)</i>				
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	142.32
<i>Org Key: PO1200 - Administration (CJ-PO)</i>				
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	6,613.80
<i>Org Key: PO1350 - Police Emergency Management</i>				
P93725	00185641	FULL FORCE LLC	Pens & lights for public event	9,969.71
P93437	00185797	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	328.25
P93964	00185628	DATAQUEST LLC	Volunteer background checks	223.50
<i>Org Key: PO1600 - Regional Radio Operations (CJ)</i>				
P93437	00185797	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	1,439.25
<i>Org Key: PO1700 - Records and Property</i>				
P93963	00185782	XEROX CORPORATION	Admin copier	450.19
P93963	00185782	XEROX CORPORATION	Records copier	206.61
P93962	00185784	ZEE MEDICAL	First aid supplies	53.98
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.55
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P93972	00185774	WASHINGTON STATE PATROL	CPL backgrounds	72.00
<i>Org Key: PO2100 - Patrol Division</i>				
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	671.81
P93965	00185653	IBSEN TOWING CO BELLEVUE	Impound 184XPD	186.15
P93960	00185671	KROESENS UNIFORM COMPANY	Uniform pant-Schroeder	179.56
P93960	00185671	KROESENS UNIFORM COMPANY	Uniform pant-Rutter	107.30
P93960	00185671	KROESENS UNIFORM COMPANY	Duty belt gear	41.61
P93961	00185694	MI HARDWARE - POLICE	Extension cord	24.73
P93960	00185671	KROESENS UNIFORM COMPANY	Shipping charge	13.14
<i>Org Key: PO2300 - Bike Patrol (CJ)</i>				
P93960	00185671	KROESENS UNIFORM COMPANY	Bike pant-Kramp	84.30
<i>Org Key: PO4100 - Training</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185813	SEIFERT, MIKE	TRAINING EXPENSE	214.41
	00185813	SEIFERT, MIKE	PER DIEM REIMB FOR TRAINING	159.70
<i>Org Key: PR1100 - Administration (PR)</i>				
P94006	00185624	CONSOLIDATED PRESS	Spring/Summer Camp Guide Print	2,106.91
P93870	00185665	KELLEY IMAGING SYSTEMS	Waterfast plotter paper (3 rol	343.42
P93571	00185782	XEROX CORPORATION	Lease and print charges for NE	286.85
P93829	00185782	XEROX CORPORATION	2017 - Lease Charges for LB Ad	143.64
P93975	00185757	TRI-TEC COMMUNICATIONS INC	License for Shoretel Professio	97.46
	00185791	CENTURYLINK	PHONE USE FEB 2017	51.08
	00185630	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRNTG JAN 2017	41.16
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	38.99
P93829	00185782	XEROX CORPORATION	Use Charge for 12-21-16 to 1-2	11.65
P93942	00185693	MI HARDWARE - P&R	Misc LB suplies	10.22
<i>Org Key: PR2100 - Recreation Programs</i>				
P93935	00185716	PARENTMAP	Parent Map Summer issue advert	1,146.00
P94047	00185740	SAGACITY CUSTOM PUBLISHING	Camp ad publishing in Jewish i	1,102.00
P94008	00185780	WINE AND CANVAS	Cookies and Canvas Event 1/31/	450.00
P94009	00185751	SUPER SITTERS LLC	Instructor fee for Super Sitte	437.50
P93937	00185688	McCARTHY, MORGAN	Instructor Pay for Course #166	350.00
P93936	00185646	HAKOMORI, MITSUKO	Instructor Pay for course #165	284.62
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.54
<i>Org Key: PR2101 - Youth and Teen Camps</i>				
P93967	00185628	DATAQUEST LLC	Background Check D. Sao	40.00
<i>Org Key: PR2108 - Health and Fitness</i>				
P94048	00185617	CHRISTIANSEN, ANNE	Instructor fees Course # 16564	1,784.30
P94010	00185702	MIRACLE ISLAND PLLC	Instructor fees for course #16	920.50
P94007	00185677	LEDBETTER-KRAFT, DELORES E	Instructor Pay for course #166	891.00
P93933	00185741	SALZETTI, ERIC	Instructor Pay for course #165	851.90
P93934	00185741	SALZETTI, ERIC	Instructor Pay for Course #165	624.40
P94010	00185702	MIRACLE ISLAND PLLC	Instructor fees for course #16	521.50
P93938	00185738	ROSENSTEIN, SUSIE	Instructor Payment for course	480.00
P93931	00185738	ROSENSTEIN, SUSIE	Instructor - Personal Training	352.50
P94048	00185617	CHRISTIANSEN, ANNE	Instructor fee course #16562	285.60
<i>Org Key: PR3500 - Senior Services</i>				
P93826	00185685	M & M BALLOON CO	Helium tank rental & helium fo	23.54
P93942	00185693	MI HARDWARE - P&R	Misc Sr Services supplies	9.86
<i>Org Key: PR4100 - Community Center</i>				
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	3,575.71
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	3,119.66
P93930	00185743	SEATTLE WEDDING SHOW	2018 Wedding Show Booth &	2,419.00
P93989	00185700	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE FOR CCMV	2,333.25
P93947	00185758	TRU MECHANICAL INC	BOILER REPAIR PRESSURE RELIEF	1,985.85
P94068	00185714	PACIFIC AIR CONTROL INC	COMM CNTR HVAC MAINT	1,908.59
P93948	00185758	TRU MECHANICAL INC	REZNOR FLAME SENSORS OUT & MAI	1,489.75
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	800.65
P94066	00185635	DUNBAR ARMORED	FEB17 Armored Car Service	546.58

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P94030	00185630	DEPT OF ENTERPRISES SERVICES	Surplus Item Hauling	375.00
P93831	00185782	XEROX CORPORATION	2017 Lease charges for MICEC C	265.99
P93831	00185782	XEROX CORPORATION	Use charge for 11-21-16 to 12-	208.45
P93827	00185793	COMCAST	2017 High speed connection cha	163.43
	00185630	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRNTG JAN 2017	82.33
P93977	00185644	GRAINGER	LATEX DISPOSABLE GLOVES	81.30
P93942	00185693	MI HARDWARE - P&R	Misc Community Center supplies	72.74
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	69.56
P93908	00185692	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	36.73
P89391	00185626	CRYSTAL AND SIERRA SPRINGS	2016 Water Service at MICEC	6.64
<b>Org Key: PR6100 - Park Maintenance</b>				
P93970	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	1,442.58
P94046	00185616	CHECK RIDE DRIVER TRAINING	CDL B Training S. Guinn	1,287.20
P94051	00185606	AWC DRUG/ALCOHOL TESTING CONS.	2017 AWC Drug & Alcohol Consor	464.00
P93908	00185692	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	191.68
P93999	00185639	FASTSIGNS ISSAQUAH	SIGNS	114.98
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	59.91
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.55
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<b>Org Key: PR6200 - Athletic Field Maintenance</b>				
P94046	00185616	CHECK RIDE DRIVER TRAINING	CDL B Training S. Guinn	643.60
P93970	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	549.45
P94050	00185706	MUSCO SPORTS LIGHTING LLC	ICP Remote Equipment Controlle	212.50
	00185791	CENTURYLINK	PHONE USE FEB 2017	86.32
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<b>Org Key: PR6500 - Luther Burbank Park Maint.</b>				
P93990	00185700	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE CITY BLDGS	2,148.09
P93970	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	2,047.08
P94059	00185714	PACIFIC AIR CONTROL INC	CARETAKER HVAC MAINT	282.51
	00185648	HARVEY, RICHARD	REIMBURSE WORK CLOTHES	119.96
P93908	00185692	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	21.02
P93942	00185693	MI HARDWARE - P&R	Misc. LB Maintenance items	12.68
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.21
<b>Org Key: PR6600 - Park Maint-School Related</b>				
P94033	00185804	LLOYD ENTERPRISES INC	PLAYFIELD SAND (32.38 TONS)	829.67
P94046	00185616	CHECK RIDE DRIVER TRAINING	CDL B Training S. Guinn	643.60
P94050	00185706	MUSCO SPORTS LIGHTING LLC	ICP Remote Equipment Controlle	212.50
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	10.47
<b>Org Key: PR6700 - I90 Park Maintenance</b>				
P94046	00185616	CHECK RIDE DRIVER TRAINING	CDL B Training S. Guinn	643.60
P93970	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	491.38
P93801	00185815	T-MOBILE	2017 Services for Boat Launch	49.99
P93891	00185784	ZEE MEDICAL	FIRST AID SUPPLIES	12.25
<b>Org Key: WD532C - Sub Basin 27a Culvert</b>				
P91931	00185809	PONDEROSA PACIFIC INC	ICW CULVERT REPLACEMENT AT SUB	19,341.58
<b>Org Key: WG102R - Maintenance Building Repairs</b>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P93986	00185675	LAKESIDE DOORS INC	MAINT MECHANIC BAY DOOR REPAIR	1,151.94
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P93992	00185715	PACIFIC MODULAR	2016 REPLACE KITCHEN HALLWAY C	5,562.60
<i>Org Key: WG141E - MICEC Equipment Replacement</i>				
P94054	00185745	SIGNAL PERFECTION LTD	MICEC Mtg Room AV Replacement	28,041.63
<i>Org Key: WG513T - Rec &amp; Facility Booking System</i>				
P93881	00185718	PERFECTMIND INC	Park and Rec Registration Syst	38,500.00
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P93942	00185693	MI HARDWARE - P&R	Natural Resources misc supplie	6.15
<i>Org Key: WP122R - Vegetation Management</i>				
P87269	00185735	RICH LANDSCAPING INC	5% Retainage	1,653.50
P87253	00185735	RICH LANDSCAPING INC	5% Retainage	1,364.10
P87267	00185735	RICH LANDSCAPING INC	5% Retainage	764.80
P92805	00185770	WACD PLANT MATERIAL CENTER	Native Plants Plant Materials	624.51
P93555	00185713	OXBOW FARM & CONSERVATION CTR	Open space restoration plantin	395.60
P93945	00185760	UNITED SITE SERVICES	Volunteer Event Portable Restr	121.83
P93945	00185760	UNITED SITE SERVICES	Gallagher Hill Open Space	110.76
<i>Org Key: WP503R - Luther Burbank Pk Minor Impvt</i>				
P93598	00185637	EHS-INTERNATIONAL INC	Luther Burbank Park Boiler Bui	2,748.93
<i>Org Key: WP506R - Swim Beach Repairs</i>				
P90640	00185710	OAC SERVICES INC	Pier Repair Engineering Servic	1,985.00
<i>Org Key: WR103F - Emer Repair - Freeman Landing</i>				
P91447	00185649	HDR ENGINEERING INC	INV 1200019377 FREEMAN AVE	13,849.55
<i>Org Key: WS901D - Sewer Sys Pump Sta Repairs</i>				
P94002	00185719	PLATT ELECTRIC	4) REPLACEMENT LENS FOR 4FT FI	149.38
<i>Org Key: WS901E - Sewer Sys Emergency Repairs</i>				
P93716	00185661	KAMINS CONSTRUCTION	PS 14 EMERGENCY REPAIR OF	2,091.89
<i>Org Key: WS901G - Sewer System Generator Repl</i>				
P93903	00185759	UNITED RENTALS NORTHWEST INC	INV 143148364 GENIE EQUIPMENT	709.65
<i>Org Key: WW102P - Water Model and Fire Flow Anal</i>				
P92697	00185649	HDR ENGINEERING INC	2016 MERCER ISLAND WATER MODEL	3,675.46
<i>Org Key: WW521C - Water Components Replacement</i>				
P93290	00185816	TRINITY CONTRACTORS INC	ROADSIDE SHOULDER	48,535.40
<i>Org Key: WW527R - 3838 WMW Water Improvements</i>				
P93968	00185664	KC RECORDS	Recording fee for Utility Ease	780.00
<i>Org Key: XG118T - Maintenance Mgmt System</i>				
P93984	00185747	SOFTRESOURCES	PROCUREMENT SERVICES PHASE 6	4,550.00
<i>Org Key: XG150T - Small Tech/Equipment</i>				
P93969	00185704	MORGAN SOUND INC	COUNCIL AV	49.41

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P94021	00185650	HEDEEN & CADITZ PLLC	Professional Services - FS 92	1,890.00
<i>Org Key: XP520R - Recreational Trail Connections</i>				
P93727	00185798	GEOTECH CONSULTANTS INC	2017-2018 On Call Geotechnical	736.50
<i>Org Key: XP710R - Luther Burbank MAJOR Improvemt</i>				
P92495	00185611	CARDINAL ARCHITECTURE PC	Luther Burbank Park Boiler Bui	2,307.50
<i>Org Key: XR543C - WMW Shoulders (7400-8000 Blk)</i>				
P93290	00185816	TRINITY CONTRACTORS INC	ROADSIDE SHOULDER	80,350.38
P91329	00185620	CM DESIGN GROUP	ROADSIDE SHOULDER	10,479.64
<i>Org Key: YF1100 - YFS General Services</i>				
P93571	00185782	XEROX CORPORATION	Lease and print/copy charges f	477.73
	00185794	COMPLETE OFFICE	OFFICE SUPPLY JAN 2017	411.56
P94066	00185635	DUNBAR ARMORED	FEB17 Armored Car Service	260.83
P93563	00185782	XEROX CORPORATION	Lease and overage charges for	171.00
	00185630	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRNTG JAN 2017	82.36
P93568	00185795	DATAQUEST LLC	Background checks for voluntee	36.50
P93530	00185697	MI HARDWARE - YFS	Operating supplies for Tshop a	28.92
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	11.55
<i>Org Key: YF1200 - Thrift Shop</i>				
P93990	00185700	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICE CITY BLDGS	1,940.65
P93943	00185709	NATIONAL BUSINESS SYSTEMS	Keystroke software upgrade (an	980.03
P94020	00185699	MI UTILITY BILLS	JAN 2017 PAYMENT OF UTILITY BI	684.43
P94066	00185635	DUNBAR ARMORED	FEB17 Armored Car Service	560.48
P93974	00185721	PREMIER CABLING LLC	Install 3 Network Ports for Ca	390.37
	00185791	CENTURYLINK	PHONE USE FEB 2017	162.05
	00185783	XEROX CORPORATION	PRINTER SUPPLIES	69.57
<i>Org Key: YF2100 - School/City Partnership</i>				
P93532	00185732	REGIONAL TOXICOLOGY SERVICES	Lab fees for C.Harnish clients	30.45
<i>Org Key: YF2500 - Family Counseling</i>				
P94053	00185634	DSHS CHILD JUSTICE CONFERENCE	Children's Justice Conference	250.00
<i>Org Key: YF2600 - Family Assistance</i>				
P93944	00185690	MERCER, THE	Rental assistance for EA clien	1,000.00
P93581	00185659	JEWISH COMMUNITY CENTER	Preschool scholarships for EA	640.00
P93578	00185726	PUGET SOUND ENERGY	Utility Assistance for Emerenc	558.01
P93577	00185717	PEBBLE @ MIPC, THE	Preschool scholarships for EA	411.30
P93578	00185727	PUGET SOUND ENERGY	Utility Assistance for Emerenc	307.32
P93578	00185723	PUGET SOUND ENERGY	Utility Assistance for Emerenc	151.12
P93578	00185724	PUGET SOUND ENERGY	Utility Assistance for Emerenc	101.36
P93578	00185725	PUGET SOUND ENERGY	Utility Assistance for Emerenc	43.92
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				
P93870	00185665	KELLEY IMAGING SYSTEMS	Waterfast plotter paper (3 rol	343.41
P93871	00185603	ARSCENTIA	Mercerdale sign for HYI, "Blue	183.96
Total				1,276,101.72



CERTIFICATION OF CLAIMS

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

*Charles L. Corder*

Finance Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	185824-185895	3/02/2017	\$ 286,410.56
			<b>\$ 286,410.56</b>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185824	02/28/2017	COOPER, ROBERT FRLEOFF1 Retiree Medical Expen	P94040	OH007786	02/14/2017	1,387.04
00185825	02/28/2017	CORP INC CONSTRUCTION FS 92 BUILDING CONTRACTOR	P80919	OH007811	02/28/2017	62,755.22
00185826	03/02/2017	AMERIGAS-1400 INV 3061656643 2017 PROPANE DE	P93485	3061656643	02/10/2017	393.88
00185827	03/02/2017	ASSOCIATION OF WA CITIES 2017 AWC Workers' Comp Retro	P94124	47756	12/29/2016	29,507.31
00185828	03/02/2017	AWC FEBRUARY 2017		OH007816	02/01/2017	335.50
00185829	03/02/2017	AWC MARCH 2017		OH007817	03/01/2017	335.50
00185830	03/02/2017	BAKER, DENNIS L MILEAGE EXPENSE		OH007822	02/13/2017	26.21
00185831	03/02/2017	BLUELINE GROUP EMW 5400 - 6000 BLK WATER SYST	P91940	12926	02/01/2017	522.00
00185832	03/02/2017	BUILDERS EXCHANGE OF WA 3838 WMW	P94111	1053530	02/08/2017	45.00
00185833	03/02/2017	CESSCO REPAIR CUT OFF SAW FOR CHECK O	P94114	6361	02/15/2017	330.19
00185834	03/02/2017	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		OH007820	03/03/2017	1,331.00
00185835	03/02/2017	COMCAST CITY HALL HIGH SPEED INTERNET	P94087	OH007826	02/04/2017	193.92
00185836	03/02/2017	COMCAST 2017 ANNUAL PW WI-FI SERVICE	P93757	OH007824	02/07/2017	86.32
00185837	03/02/2017	CORK, TAMBIA FLEX SPEND REIMB		OH007823	02/14/2017	7,811.71
00185838	03/02/2017	DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRINTING		73158710	02/09/2017	22.45
00185839	03/02/2017	DRAIN-PRO INC CAMERA FROM MH HG MH 14 FOR S	P94101	59789	01/20/2017	700.80
00185840	03/02/2017	FORESTRY SUPPLIERS INC CHAINSAW CHAPS (ORANGE)	P94117	14928400	02/17/2017	491.68
00185841	03/02/2017	GRAINGER INVENTORY PURCHASES	P94043	9357363861/3887	02/10/2017	874.20
00185842	03/02/2017	GROSCOST, CURTIS E FLEX SPEND REIMB		17FEB17	02/17/2017	438.74
00185843	03/02/2017	HOOMAN, ELLIE FLEX SPEND REIMB		17FEB17	02/17/2017	217.39
00185844	03/02/2017	HORIZON FERTILIZER (5 TONS)	P94113	3S092274	02/14/2017	4,226.70
00185845	03/02/2017	HORSCHMAN, BRENT FLEX SPEND REIMB		17FEB17	02/17/2017	234.60
00185846	03/02/2017	JOHNSON, CURTIS FRLEOFF1 Retiree Medical Expen	P94123	OH007828	02/22/2017	321.07
00185847	03/02/2017	JUDD, JOLENE FLEX SPEND REIMB		17FEB17	02/17/2017	103.00
00185848	03/02/2017	KC PET LICENSES KC PET LICENSE FEES COLLECTED	P93440	OH007829	01/31/2017	205.00
00185849	03/02/2017	KING CO PROSECUTING ATTORNEY COURT REMITTANCE KC CRIME VICT	P93441	OH007830	01/31/2017	236.26

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185850	03/02/2017	LEOFF HEALTH & WELFARE TRUST FEB 2017 FIRE RETIREES		OH007812	01/31/2017	58,548.58
00185851	03/02/2017	LEOFF HEALTH & WELFARE TRUST MARCH 2017 FIRE RETIREES		OH007814	02/28/2017	58,548.58
00185852	03/02/2017	LINESCAPE OF WASHINGTON EMERGENCY CB BLOCKAGE 6224 EMW	P94100	S11241	01/31/2017	4,391.72
00185853	03/02/2017	MASTERMARK Name Plate A. Spietz	P94102	2478939	02/15/2017	72.45
00185854	03/02/2017	MATTSON, JULIE FLEX SPEND REIMB		17FEB17	02/17/2017	97.43
00185855	03/02/2017	METROPRESORT Printing and Mailing January 2	P94120	489629/783/943/4	01/24/2017	2,212.10
00185856	03/02/2017	MI CHAMBER OF COMMERCE MONTHLY BILLING FOR SERVICES	P93435	OH007832	02/24/2017	1,200.00
00185857	03/02/2017	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		OH007818	03/03/2017	147.50
00185858	03/02/2017	MORRIS, CLINTON E FLEX SPEND REIMB		17FEB17	02/17/2017	1,420.00
00185859	03/02/2017	NC MACHINERY CO INV 635838 REPAIR PARTS	P94110	SECS0635838	02/15/2017	103.16
00185860	03/02/2017	OLSON, MARCY FLEX SPEND REIMB		17FEB17	02/17/2017	24.08
00185861	03/02/2017	OWEN EQUIPMENT COMPANY INV 82890 FL-0388 REPAIR PARTS	P94024	00082890	02/14/2017	1,508.98
00185862	03/02/2017	PAULETTO, MAUDE Instructor fees for course #16	P94107	16682/83/84	02/21/2017	1,367.10
00185863	03/02/2017	PHILEN, SUZANNE FLEX SPEND REIMB		17FEB17	02/17/2017	786.03
00185864	03/02/2017	RICOH USA INC (FIRE) Copier Rental/Fire	P94086	98268397	02/03/2017	319.42
00185865	03/02/2017	SALZETTI, ERIC Instructor Pay for Course #165	P94108	16593/16598	02/21/2017	712.66
00185866	03/02/2017	SEGLE, KRYSS FLEX SPEND REIMB		17FEB17	02/17/2017	1,300.00
00185867	03/02/2017	SPIETZ, ALLISON FLEX SPEND REIMB		17FEB17	02/17/2017	15.16
00185868	03/02/2017	TAWNEY, LAURA FLEX SPEND REIMB		17FEB17	02/17/2017	114.09
00185869	03/02/2017	TAYLOR, KIRSTEN MILEAGE EXPENSE		OH007821	02/23/2017	184.71
00185870	03/02/2017	TRAFFIC SAFETY SUPPLY REFLECTIVE POST PANELS	P94099	123769	02/15/2017	243.86
00185871	03/02/2017	TRUE NORTH LAND SURVEYING INC SB 49B AND SB 15A SITE SURVEY	P93389	5490	02/09/2017	6,300.00
00185872	03/02/2017	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		OH007819	03/03/2017	230.00
00185891	03/02/2017	US BANK CORP PAYMENT SYS AMAZON MKTPLACE PMTS		2449215702389497	02/06/2017	31,681.57
00185892	03/02/2017	US POSTMASTER Permit #53 Deposit for	P94186	OH007831	03/01/2017	571.02
00185893	03/02/2017	VERIZON WIRELESS Cell Charges/Fire	P94088	9779896910	02/06/2017	16.60

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00185894	03/02/2017	WASHINGTON TRACTOR INV 1202211 FL-0443 REPAIR PAR	P94109	1202211	02/14/2017	533.07
00185895	03/02/2017	SCORE November 2016 Jail Bill	P94156	2253	12/09/2017	628.00
					Total	<u>286,410.56</u>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P93441	00185849	KING CO PROSECUTING ATTORNEY	COURT REMITTANCE KC CRIME VICT	236.26
P93440	00185848	KC PET LICENSES	KC PET LICENSE FEES COLLECTED	205.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P94076	00185841	GRAINGER	INVENTORY PURCHASES	321.81
P94042	00185841	GRAINGER	INVENTORY PURCHASES	291.12
P94049	00185841	GRAINGER	INVENTORY PURCHASES	83.64
P94115	00185833	CESSCO	INVENTORY PURCHASES	42.84
P94077	00185841	GRAINGER	INVENTORY PURCHASES	41.83
<i>Org Key: 814072 - United Way</i>				
	00185872	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	230.00
<i>Org Key: 814074 - Garnishments</i>				
	00185834	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00185857	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	147.50
<i>Org Key: 814083 - Vol Life Ins - States West Lif</i>				
	00185828	AWC	FEBRUARY 2017	335.50
	00185829	AWC	MARCH 2017	335.50
<i>Org Key: CA1100 - Administration (CA)</i>				
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	588.92
	00185891	US BANK CORP PAYMENT SYS	ACE PARKING 3264	24.00
<i>Org Key: CM1100 - Administration (CM)</i>				
	00185869	TAYLOR, KIRSTEN	MILEAGE EXPENSE	184.71
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	46.54
P94102	00185853	MASTERMARK	Name Plate A. Spietz	24.15
P94102	00185853	MASTERMARK	Name Plate K. Sand	24.15
P94102	00185853	MASTERMARK	Name Plate E. Hooman	24.15
	00185891	US BANK CORP PAYMENT SYS	ACE PARKING 3264	24.00
	00185891	US BANK CORP PAYMENT SYS	ACE PARKING 3264	24.00
	00185891	US BANK CORP PAYMENT SYS	INTERNATIONAL PARKING MAN	15.87
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	11.88
<i>Org Key: CM1200 - City Clerk</i>				
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	91.93
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	13.32
<i>Org Key: CM1400 - Communications</i>				
	00185891	US BANK CORP PAYMENT SYS	POLL EVERYWHERE, INC.	79.00
<i>Org Key: CO6100 - City Council</i>				
	00185891	US BANK CORP PAYMENT SYS	PLANNING SESSION DINNER	905.12
	00185891	US BANK CORP PAYMENT SYS	HOMEGROWN MOTO	392.67
	00185891	US BANK CORP PAYMENT SYS	QDOBA MEXICAN GRILL-390	179.87
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	117.27
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	85.33
	00185891	US BANK CORP PAYMENT SYS	EINSTEIN BROS-ONLINE CAT	65.68
	00185891	US BANK CORP PAYMENT SYS	PLANNING SESSION SUPPLIES	64.85

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	PLANNING SESSION SUPPLIES	52.40
<i>Org Key: CR1100 - COrre Admin and Human Resources</i>				
	00185891	US BANK CORP PAYMENT SYS	STA*STARBUCKS COFFEE C	750.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	500.00
	00185891	US BANK CORP PAYMENT SYS	background investigation.	486.40
	00185891	US BANK CORP PAYMENT SYS	background investigation.	282.24
	00185891	US BANK CORP PAYMENT SYS	background investigation.	231.25
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	135.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	90.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	90.00
	00185891	US BANK CORP PAYMENT SYS	background investigation.	45.25
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00185891	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	45.00
	00185891	US BANK CORP PAYMENT SYS	ACT*MRSC	35.00
	00185891	US BANK CORP PAYMENT SYS	Travel insurance for Alaska Ai	26.75
	00185891	US BANK CORP PAYMENT SYS	Damage insurance for rental ca	22.00
	00185891	US BANK CORP PAYMENT SYS	background investigation.	17.59
	00185891	US BANK CORP PAYMENT SYS	KINGSGATE CAR WASH	8.00
<i>Org Key: DS1100 - Administration (DS)</i>				
	00185891	US BANK CORP PAYMENT SYS	CODE 4 PUBLIC SAFETY EDU	495.00
	00185891	US BANK CORP PAYMENT SYS	CODE 4 PUBLIC SAFETY EDU	99.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	60.18
	00185891	US BANK CORP PAYMENT SYS	MBP.COM MERCHANT FEE	54.10
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	31.98
	00185891	US BANK CORP PAYMENT SYS	1015 3RD AVE PARKING	22.00
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	5.28
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
	00185891	US BANK CORP PAYMENT SYS	OFFICEMAX/OFFICEDEPOT6779	54.34
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
	00185891	US BANK CORP PAYMENT SYS	GOURMONDO CATERING	224.40
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	95.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	68.97
	00185891	US BANK CORP PAYMENT SYS	HOMEGROWN MOTO	62.42
	00185891	US BANK CORP PAYMENT SYS	AMERICAN PLANNING ASSOCI	-190.00
<i>Org Key: DS1400 - Development Engineering</i>				
	00185891	US BANK CORP PAYMENT SYS	WA PROFESSIONAL LICENSE	116.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	9.23
<i>Org Key: FN1100 - Administration (FN)</i>				
	00185891	US BANK CORP PAYMENT SYS	AC SAFETY TRAINING	99.00
	00185891	US BANK CORP PAYMENT SYS	GASB 68 TRAINING	60.00
	00185891	US BANK CORP PAYMENT SYS	WA FINANCE OFFCRS ASSOC	50.00
	00185891	US BANK CORP PAYMENT SYS	WA FINANCE OFFCRS ASSOC	50.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	LT 2017 WFOA DUES	50.00
	00185891	US BANK CORP PAYMENT SYS	2017 PSFOA DUES	50.00
	00185891	US BANK CORP PAYMENT SYS	WMTA	40.00
	00185891	US BANK CORP PAYMENT SYS	FEB PSFOA MEETING	25.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P94120	00185855	METROPRESORT	Printing and Mailing January 2	430.04
P94120	00185855	METROPRESORT	Printing and Mailing January 2	307.32
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P94120	00185855	METROPRESORT	Printing and Mailing January 2	430.05
P94120	00185855	METROPRESORT	Printing and Mailing January 2	307.32
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P94120	00185855	METROPRESORT	Printing and Mailing January 2	430.05
P94120	00185855	METROPRESORT	Printing and Mailing January 2	307.32
<i>Org Key: FNBE01 - Financial Services</i>				
P93435	00185856	MI CHAMBER OF COMMERCE	MONTHLY BILLING FOR SERVICES	1,200.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P94086	00185864	RICOH USA INC (FIRE)	Copier Rental/Fire	319.42
	00185891	US BANK CORP PAYMENT SYS	PUGET SOUND CLEAN AIR AGE	140.00
	00185891	US BANK CORP PAYMENT SYS	ATTY&NOTARY SUPPLY OF WA	135.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	102.44
	00185891	US BANK CORP PAYMENT SYS	NFPA NATL FIRE PROTECT	83.25
P94087	00185835	COMCAST	Internet Charges/Fire	71.07
	00185891	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	65.82
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	40.89
	00185891	US BANK CORP PAYMENT SYS	OFFICE DEPOT #1078	40.69
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	38.86
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	28.98
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	AUDIBLE	16.37
	00185891	US BANK CORP PAYMENT SYS	SILERS DRY CLEANERS	15.18
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
P94081	00185835	COMCAST	Internet Charges/Fire	11.48
	00185891	US BANK CORP PAYMENT SYS	SILERS DRY CLEANERS	10.84
	00185891	US BANK CORP PAYMENT SYS	THE UPS STORE 1081	9.60
<i>Org Key: FR2100 - Fire Operations</i>				
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	69.76
P94088	00185893	VERIZON WIRELESS	Cell Charges/Fire	16.60
	00185891	US BANK CORP PAYMENT SYS	KIRKLAND BUICK GMC	12.01
<i>Org Key: FR4100 - Training</i>				
	00185891	US BANK CORP PAYMENT SYS	NFPA NATL FIRE PROTECT	122.40
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00185891	US BANK CORP PAYMENT SYS	APL*APPLE ONLINE STORE	20.81
<i>Org Key: GGM001 - General Government-Misc</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P93439	00185835	COMCAST	CITY HALL HIGH SPEED INTERNET	111.37
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	41.98
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	22.81
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	-29.10
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00185850	LEOFF HEALTH & WELFARE TRUST	FEB 2017 FIRE RETIREES	4,025.52
	00185851	LEOFF HEALTH & WELFARE TRUST	MARCH 2017 FIRE RETIREES	4,025.52
P94040	00185824	COOPER, ROBERT	FRLEOFF1 Retiree Medical Expen	1,387.04
P94123	00185846	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	321.07
<i>Org Key: GX9995 - Employee Benefits-General</i>				
P94124	00185827	ASSOCIATION OF WA CITIES	2017 AWC Workers' Comp Retro	3,835.95
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
P94124	00185827	ASSOCIATION OF WA CITIES	2017 AWC Workers' Comp Retro	11,802.92
<i>Org Key: GX9997 - Employee Benefits-Fire</i>				
	00185850	LEOFF HEALTH & WELFARE TRUST	FEB 2017 FIRE ACTIVE	54,523.06
	00185851	LEOFF HEALTH & WELFARE TRUST	MARCH 2017 FIRE ACTIVE	54,523.06
P94124	00185827	ASSOCIATION OF WA CITIES	2017 AWC Workers' Comp Retro	7,376.83
<i>Org Key: GX9998 - Employee Benefits-Maintenance</i>				
P94124	00185827	ASSOCIATION OF WA CITIES	2017 AWC Workers' Comp Retro	6,491.61
<i>Org Key: IS1100 - IGS Mapping</i>				
	00185891	US BANK CORP PAYMENT SYS	NEW SEASONS MARKET	34.44
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00185891	US BANK CORP PAYMENT SYS	CYBERSECURITY TRAINING	1,700.00
	00185891	US BANK CORP PAYMENT SYS	WWW.CLEVERBRIDGE.NET	595.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	457.72
	00185891	US BANK CORP PAYMENT SYS	MSFT * E040037PF8	453.33
	00185891	US BANK CORP PAYMENT SYS	REGISTER.COM*132F6E4BJ	382.57
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	229.90
	00185891	US BANK CORP PAYMENT SYS	SITEGROUND.COM	198.00
	00185891	US BANK CORP PAYMENT SYS	ACTIVE911 INC	176.25
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	164.22
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	138.02
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	109.29
	00185891	US BANK CORP PAYMENT SYS	OFFENSIVE SECURITY	60.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	54.74
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	45.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	34.44
	00185891	US BANK CORP PAYMENT SYS	GOTOCITRIX.COM	26.55
	00185891	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	0.56
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00185891	US BANK CORP PAYMENT SYS	PAYPAL *PNW-ISA	641.62
P94099	00185870	TRAFFIC SAFETY SUPPLY	REFLECTIVE POST PANELS	243.86
	00185891	US BANK CORP PAYMENT SYS	OUTDOOR EMPORIUM	139.50
P94114	00185833	CESSCO	REPAIR CUT OFF SAW FOR CHECK O	51.75
P94041	00185841	GRAINGER	BOOT DRYER	47.00



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
	00185891	US BANK CORP PAYMENT SYS	INTL SOC ARBORICULTURE	69.90
<i>Org Key: MT3100 - Water Distribution</i>				
P94117	00185840	FORESTRY SUPPLIERS INC	CHAINSAW CHAPS (ORANGE)	115.21
P94114	00185833	CESSCO	REPAIR CUT OFF SAW FOR CHECK O	51.75
	00185891	US BANK CORP PAYMENT SYS	FRED-MEYER #0457	21.95
<i>Org Key: MT3300 - Water Associated Costs</i>				
P94100	00185852	LINESCAPE OF WASHINGTON	EMERGENCY CB BLOCKAGE 6224	4,391.72
	00185891	US BANK CORP PAYMENT SYS	OWPSACSTATE	64.00
<i>Org Key: MT3400 - Sewer Collection</i>				
P94117	00185840	FORESTRY SUPPLIERS INC	CHAINSAW CHAPS (ORANGE)	111.82
P94114	00185833	CESSCO	REPAIR CUT OFF SAW FOR CHECK O	51.76
<i>Org Key: MT3500 - Sewer Pumps</i>				
P94114	00185833	CESSCO	REPAIR CUT OFF SAW FOR CHECK O	51.75
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00185830	BAKER, DENNIS L	MILEAGE EXPENSE	26.21
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00185891	US BANK CORP PAYMENT SYS	CITY OF BELLEVUE	194.00
	00185891	US BANK CORP PAYMENT SYS	ATTY&NOTARY SUPPLY OF WA	135.00
	00185891	US BANK CORP PAYMENT SYS	AARON BROTHERS270	94.13
P93757	00185836	COMCAST	2017 ANNUAL PW WI-FI SERVICE	86.32
	00185891	US BANK CORP PAYMENT SYS	CORRYS CO2 DRY CLEANER	82.13
	00185891	US BANK CORP PAYMENT SYS	EINSTEIN BROS BAGELS3410	50.67
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0747	9.64
<i>Org Key: MT4200 - Building Services</i>				
	00185891	US BANK CORP PAYMENT SYS	FIRST APPLIANCE SERVICE T	86.25
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	30.62
	00185891	US BANK CORP PAYMENT SYS	ROCKLER WOOD*	19.72
	00185891	US BANK CORP PAYMENT SYS	ROCKLER	18.60
	00185891	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	10.56
<i>Org Key: MT4300 - Fleet Services</i>				
P94024	00185861	OWEN EQUIPMENT COMPANY	INV 82890 FL-0388 REPAIR PARTS	1,508.98
P94109	00185894	WASHINGTON TRACTOR	INV 1202211 FL-0443 REPAIR PAR	533.07
P93485	00185826	AMERIGAS-1400	INV 3061656643 2017 PROPANE DE	393.88
P94110	00185859	NC MACHINERY CO	INV 635838 REPAIR PARTS	103.16
	00185891	US BANK CORP PAYMENT SYS	WA DOL LIC & REG 09598	47.25
	00185891	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	9.55
	00185891	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	2.75
	00185891	US BANK CORP PAYMENT SYS	WA DOL09598*SERVICEFEE	2.00
<i>Org Key: PO1100 - Administration (PO)</i>				
	00185891	US BANK CORP PAYMENT SYS	PLN*HOTEL-BOOK-ONLINE	1,977.70
	00185891	US BANK CORP PAYMENT SYS	accreditation assessors	137.68
	00185891	US BANK CORP PAYMENT SYS	Employee awards items	99.82
	00185891	US BANK CORP PAYMENT SYS	Employee award items	86.44

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	EINSTEIN BROS BAGELS3410	78.81
	00185891	US BANK CORP PAYMENT SYS	Officer of the Year Supplies	62.95
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	54.99
	00185838	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING	22.45
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185891	US BANK CORP PAYMENT SYS	Police Oralboards - Entry Leve	17.47
	00185891	US BANK CORP PAYMENT SYS	accreditation assessors	15.28
	00185891	US BANK CORP PAYMENT SYS	Officer of the Year Supplies	14.32
	00185891	US BANK CORP PAYMENT SYS	Photo board photo	4.37
	00185891	US BANK CORP PAYMENT SYS	PLN*HOTEL-BOOK-ONLINE	-1,977.70
<b>Org Key: PO1350 - Police Emergency Management</b>				
	00185891	US BANK CORP PAYMENT SYS	CTC*CONSTANTCONTACT.COM	367.92
<b>Org Key: PO1700 - Records and Property</b>				
	00185891	US BANK CORP PAYMENT SYS	Evidence bins	239.64
	00185891	US BANK CORP PAYMENT SYS	Toner for printer	136.42
	00185891	US BANK CORP PAYMENT SYS	Records dish and hand soap	28.38
<b>Org Key: PO1900 - Jail/Home Monitoring</b>				
P94156	00185895	SCORE	November 2016 Jail Bill	628.00
<b>Org Key: PO2100 - Patrol Division</b>				
	00185891	US BANK CORP PAYMENT SYS	Detective/Instructor logo shir	493.49
	00185891	US BANK CORP PAYMENT SYS	OTY awards	114.88
	00185891	US BANK CORP PAYMENT SYS	Office Supplies - Binders	16.60
<b>Org Key: PO2200 - Marine Patrol</b>				
	00185891	US BANK CORP PAYMENT SYS	HOTELBOOKINGSERVFEE	12.99
<b>Org Key: PO3100 - Investigation Division</b>				
	00185891	US BANK CORP PAYMENT SYS	Amazon subscription	108.41
	00185891	US BANK CORP PAYMENT SYS	accreditation assessors	68.84
	00185891	US BANK CORP PAYMENT SYS	Amazon subscription	16.41
	00185891	US BANK CORP PAYMENT SYS	Shelf and brackets for CIS off	10.09
	00185891	US BANK CORP PAYMENT SYS	Shelf and brackets for CIS pho	5.24
<b>Org Key: PO4200 - Training (CJ)</b>				
	00185891	US BANK CORP PAYMENT SYS	SAFE KIDS WORLDWIDE	85.00
<b>Org Key: PR1100 - Administration (PR)</b>				
	00185891	US BANK CORP PAYMENT SYS	SQ *SHAWN'S CATERIN	397.97
	00185891	US BANK CORP PAYMENT SYS	SQ *SHAWN'S CATERIN	342.29
	00185891	US BANK CORP PAYMENT SYS	SQ *SHAWN'S CATERIN	336.11
	00185891	US BANK CORP PAYMENT SYS	SQ *SHAWN'S CATERIN	139.68
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	71.35
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	59.14
	00185891	US BANK CORP PAYMENT SYS	CTC*CONSTANTCONTACT.COM	50.37
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	45.00
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #1190	34.02
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	30.88

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	30.00
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0106	29.35
	00185891	US BANK CORP PAYMENT SYS	THE HOME DEPOT #8944	27.10
	00185891	US BANK CORP PAYMENT SYS	SMK*SURVEYMONKEY.COM	26.00
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	25.14
	00185891	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4702	15.27
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00185891	US BANK CORP PAYMENT SYS	PAYPAL *DRAGONMARTS	10.08
	00185891	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	7.65
	00185891	US BANK CORP PAYMENT SYS	WALGREENS #3733	6.38
	00185891	US BANK CORP PAYMENT SYS	WALGREENS #3733	5.28
	00185891	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	2.39
	00185891	US BANK CORP PAYMENT SYS	THE HOME DEPOT #8944	-7.59
<b>Org Key: PR2100 - Recreation Programs</b>				
P94186	00185892	US POSTMASTER	Permit #53 Deposit for	571.02
	00185891	US BANK CORP PAYMENT SYS	WASHINGTON RECREATION AND	269.00
	00185891	US BANK CORP PAYMENT SYS	THE INN AT NORTHRUP STATI	155.82
	00185891	US BANK CORP PAYMENT SYS	SAHARA PIZZA	104.45
	00185891	US BANK CORP PAYMENT SYS	SAHARA PIZZA	103.83
	00185891	US BANK CORP PAYMENT SYS	MICHAELS STORES 8403	73.31
	00185891	US BANK CORP PAYMENT SYS	PAYPAL *REGIONALART	62.49
	00185891	US BANK CORP PAYMENT SYS	STK*SHUTTERSTOCK, INC.	49.00
	00185891	US BANK CORP PAYMENT SYS	7-ELEVEN 16365	40.72
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	20.08
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	13.12
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	11.44
	00185891	US BANK CORP PAYMENT SYS	WALGREENS #3733	6.55
	00185891	US BANK CORP PAYMENT SYS	CITY OF PORTLAND DEPT	6.00
	00185891	US BANK CORP PAYMENT SYS	CITY OF PORTLAND DEPT	6.00
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	4.48
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	3.00
<b>Org Key: PR2101 - Youth and Teen Camps</b>				
	00185891	US BANK CORP PAYMENT SYS	CTY OF RENTON COMM CTR 3	656.00
	00185891	US BANK CORP PAYMENT SYS	ELEVATED SPORTS	200.00
	00185891	US BANK CORP PAYMENT SYS	SEATTLE STORM	100.00
	00185891	US BANK CORP PAYMENT SYS	TACOMA RAINIERS BB	100.00
<b>Org Key: PR2108 - Health and Fitness</b>				
P94107	00185862	PAULETTO, MAUDE	Instructor fees for course #16	708.75
P94108	00185865	SALZETTI, ERIC	Instructor pay for Course #165	401.16
P94107	00185862	PAULETTO, MAUDE	Instructor fees for course #16	390.60
P94108	00185865	SALZETTI, ERIC	Instructor Pay for Course #165	311.50
	00185891	US BANK CORP PAYMENT SYS	POWER SYSTEMS	296.07
P94107	00185862	PAULETTO, MAUDE	Instructor fees for course #16	267.75
<b>Org Key: PR3500 - Senior Services</b>				
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	307.41
	00185891	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	158.07
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	91.88
	00185891	US BANK CORP PAYMENT SYS	TUESDAY MORNING # 0534	76.67

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	FRED-MEYER #0391	51.70
	00185891	US BANK CORP PAYMENT SYS	DOLLARTREE	41.94
	00185891	US BANK CORP PAYMENT SYS	DOLLARTREE	39.42
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	38.48
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	16.90
<i>Org Key: PR4100 - Community Center</i>				
	00185891	US BANK CORP PAYMENT SYS	WW GRAINGER	467.52
	00185891	US BANK CORP PAYMENT SYS	WW GRAINGER	429.28
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	418.96
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	416.54
	00185891	US BANK CORP PAYMENT SYS	YELPINC*BIZSERVICES	350.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	317.54
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	284.93
	00185891	US BANK CORP PAYMENT SYS	HOLABIRD SPORTS	219.95
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	156.21
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	152.63
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	114.49
	00185891	US BANK CORP PAYMENT SYS	STA*WORLDWIDE SPORT	112.98
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	106.68
	00185891	US BANK CORP PAYMENT SYS	CORT ABC SPECIAL EVENTS	87.68
	00185891	US BANK CORP PAYMENT SYS	KC SOLID WASTE #01	83.71
P94043	00185841	GRAINGER	BUFFING & PREBURNISHING PADS	88.80
	00185891	US BANK CORP PAYMENT SYS	KC SOLID WASTE #01	80.83
	00185891	US BANK CORP PAYMENT SYS	GIH*GLOBALINDUSTRIALEQ	69.88
	00185891	US BANK CORP PAYMENT SYS	USA-CLEAN, INC.	68.74
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	57.37
	00185891	US BANK CORP PAYMENT SYS	WW GRAINGER	54.49
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM	53.58
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	53.04
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	49.95
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	43.98
	00185891	US BANK CORP PAYMENT SYS	GEORGE PATTON ASSOCIAT	39.68
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	38.17
	00185891	US BANK CORP PAYMENT SYS	TARGET 00003392	34.34
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	32.70
	00185891	US BANK CORP PAYMENT SYS	WW GRAINGER	23.22
	00185891	US BANK CORP PAYMENT SYS	AMAZON DIGITAL SVCS	21.89
	00185891	US BANK CORP PAYMENT SYS	ARAMARK WASHINGTON STATE	21.75
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	18.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	18.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	18.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
	00185891	US BANK CORP PAYMENT SYS	COMPLIANCE SIGNS.COM	15.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	14.76
	00185891	US BANK CORP PAYMENT SYS	ARAMARK WASHINGTON STATE	13.25
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	13.19
	00185891	US BANK CORP PAYMENT SYS	THE UPS STORE 1081	12.91
	00185891	US BANK CORP PAYMENT SYS	SUBWAY 64118011	12.33

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	ARAMARK WASHINGTON STATE	12.25
	00185891	US BANK CORP PAYMENT SYS	ARAMARK WASHINGTON STATE	11.50
	00185891	US BANK CORP PAYMENT SYS	SUBWAY 04118014	10.69
	00185891	US BANK CORP PAYMENT SYS	ALBERTSONS STO00004853	10.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	10.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	10.00
	00185891	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	10.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	9.99
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	9.46
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	9.25
	00185891	US BANK CORP PAYMENT SYS	USA-CLEAN, INC.	6.53
	00185891	US BANK CORP PAYMENT SYS	GIH*GLOBALINDUSTRIALEQ	-52.95
	00185891	US BANK CORP PAYMENT SYS	TRIUMPH EXPO EVENTS	-98.64
	00185891	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	-390.39
<b>Org Key: PR5300 - Community Arts Support</b>				
	00185891	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105624	175.22
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	11.40
<b>Org Key: PR5400 - Gallery Program</b>				
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	66.83
	00185891	US BANK CORP PAYMENT SYS	SAFEWAY STORE 00029322	11.27
<b>Org Key: PR5900 - Summer Celebration</b>				
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	121.76
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	58.98
	00185891	US BANK CORP PAYMENT SYS	SQ *NW MODEL HOBBY EXPO	20.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	15.98
<b>Org Key: PR6100 - Park Maintenance</b>				
P94113	00185844	HORIZON	FERTILIZER (5 TONS)	1,056.68
	00185891	US BANK CORP PAYMENT SYS	WASHINGTON RECREATION AND	269.00
P94117	00185840	FORESTRY SUPPLIERS INC	CHAINSAW CHAPS (ORANGE)	111.82
	00185891	US BANK CORP PAYMENT SYS	MAPLE VALLEY PARKS AND RE	102.36
	00185891	US BANK CORP PAYMENT SYS	NATL ASSOC LANDSCAPE PRO	100.00
	00185891	US BANK CORP PAYMENT SYS	WASHINGTON RECREATION AND	-58.36
<b>Org Key: PR6200 - Athletic Field Maintenance</b>				
P94113	00185844	HORIZON	FERTILIZER (5 TONS)	1,056.68
	00185891	US BANK CORP PAYMENT SYS	MAPLE VALLEY PARKS AND RE	102.38
<b>Org Key: PR6500 - Luther Burbank Park Maint.</b>				
P94116	00185840	FORESTRY SUPPLIERS INC	24" CHAINSAW BAR COVER	135.93
	00185891	US BANK CORP PAYMENT SYS	MAPLE VALLEY PARKS AND RE	102.38
P94115	00185833	CESSCO	14" SAW CHAINS FOR ECHO CHAINS	80.34
P94116	00185840	FORESTRY SUPPLIERS INC	10" WEDGES	9.40
P94116	00185840	FORESTRY SUPPLIERS INC	8" WEDGES	7.50
<b>Org Key: PR6600 - Park Maint-School Related</b>				
P94113	00185844	HORIZON	FERTILIZER (5 TONS)	1,056.68
<b>Org Key: PR6700 - I90 Park Maintenance</b>				
P94113	00185844	HORIZON	FERTILIZER (5 TONS)	1,056.66

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6800 - Trails Maintenance</i>				
	00185891	US BANK CORP PAYMENT SYS	MAPLE VALLEY PARKS AND RE	102.38
	00185891	US BANK CORP PAYMENT SYS	JOHNSON'S SPIRIT	20.20
<i>Org Key: PY4616 - Flex Admin 2016</i>				
	00185863	PHILEN, SUZANNE	FLEX SPEND REIMB	786.03
	00185842	GROSCOST, CURTIS E	FLEX SPEND REIMB	438.74
	00185858	MORRIS, CLINTON E	FLEX SPEND REIMB	100.26
	00185854	MATTSON, JULIE	FLEX SPEND REIMB	97.43
	00185860	OLSON, MARCY	FLEX SPEND REIMB	24.08
<i>Org Key: PY4617 - Flex Spending Admin 2017</i>				
	00185858	MORRIS, CLINTON E	FLEX SPEND REIMB	1,319.74
	00185866	SEGLE, KRYSS	FLEX SPEND REIMB	1,300.00
	00185837	CORK, TAMBI A	FLEX SPEND REIMB	1,174.00
	00185845	HORSCHMAN, BRENT	FLEX SPEND REIMB	234.60
	00185843	HOOMAN, ELLIE	FLEX SPEND REIMB	217.39
	00185868	TAWNEY, LAURA	FLEX SPEND REIMB	114.09
	00185847	JUDD, JOLENE	FLEX SPEND REIMB	103.00
	00185867	SPIETZ, ALLISON	FLEX SPEND REIMB	15.16
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00185891	US BANK CORP PAYMENT SYS	PAYPAL *PACIFICNORT	125.00
<i>Org Key: WD533C - Sub Basin 49b</i>				
P93389	00185871	TRUE NORTH LAND SURVEYING INC	SB 49B AND SB 15A SITE SURVEY	6,300.00
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
	00185891	US BANK CORP PAYMENT SYS	DUNN LUMBER BV	96.09
<i>Org Key: WP122R - Vegetation Management</i>				
	00185891	US BANK CORP PAYMENT SYS	SEATTLE 684-PARK	5.00
<i>Org Key: WS902D - PS 14 Lake Line Cleaning</i>				
P94101	00185839	DRAIN-PRO INC	CAMERA FROM MH HG MH 14 FOR S	700.80
<i>Org Key: WW523R - EMW 5400-6000 Block Watermain</i>				
P91940	00185831	BLUELINE GROUP	EMW 5400 - 6000 BLK WATER SYST	522.00
<i>Org Key: WW527R - 3838 WMW Water Improvements</i>				
P94111	00185832	BUILDERS EXCHANGE OF WA	3838 WMW	45.00
<i>Org Key: XG150T - Small Tech/Equipment</i>				
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	299.94
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	200.24
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P80919	00185825	CORP INC CONSTRUCTION	FS 92 BUILDING CONTRACTOR	62,755.22
<i>Org Key: YF1100 - YFS General Services</i>				
	00185891	US BANK CORP PAYMENT SYS	HOME DECORATORS COLL #397	393.11
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	189.92
	00185891	US BANK CORP PAYMENT SYS	CONTAINERSTORE.COM	163.16
	00185891	US BANK CORP PAYMENT SYS	FACEBK BYZJUBAG42	136.53

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00185891	US BANK CORP PAYMENT SYS	KELLY 03- SIGNAL HILL	130.64
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	103.59
	00185891	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	71.35
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	68.94
	00185891	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	57.54
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	51.19
	00185891	US BANK CORP PAYMENT SYS	FLYING APRON REDMOND	45.00
	00185891	US BANK CORP PAYMENT SYS	SOUND CIRCULATION	39.00
	00185891	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	36.99
	00185891	US BANK CORP PAYMENT SYS	BROWNPAPERTICKETS COM	35.00
	00185891	US BANK CORP PAYMENT SYS	BROWNPAPERTICKETS COM	35.00
	00185891	US BANK CORP PAYMENT SYS	ISLAND BOOKS	34.47
	00185891	US BANK CORP PAYMENT SYS	QFC #5808	34.38
	00185891	US BANK CORP PAYMENT SYS	EINSTEIN BROS BAGELS3410	30.98
	00185891	US BANK CORP PAYMENT SYS	OFFICE DEPOT #811	28.49
	00185891	US BANK CORP PAYMENT SYS	QFC #5839	20.47
	00185891	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	20.00
	00185837	CORK, TAMBI A	CONFERENCE PRINTING EXPENSES	9.65
<b>Org Key: YF1200 - Thrift Shop</b>				
	00185891	US BANK CORP PAYMENT SYS	STORE SUPPLY	341.11
	00185891	US BANK CORP PAYMENT SYS	COSTCO *BUS DELIV 115	328.79
	00185891	US BANK CORP PAYMENT SYS	INSTOCKLABELSCOM	79.61
	00185891	US BANK CORP PAYMENT SYS	MOOD PANDORA	29.51
	00185891	US BANK CORP PAYMENT SYS	ARTANDANTIQUUEVALUATION	15.00
<b>Org Key: YF2500 - Family Counseling</b>				
	00185891	US BANK CORP PAYMENT SYS	THE GOTTMAN INSTITUTE	328.50
<b>Org Key: YF2600 - Family Assistance</b>				
	00185891	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00185891	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	50.00
	00185891	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	50.00
<b>Org Key: YF2800 - Fed Drug Free Communities Gran</b>				
	00185837	CORK, TAMBI A	CONFERENCE EXPENSES	6,628.06
	00185891	US BANK CORP PAYMENT SYS	CADCA ALEXANDRIA VA	200.00
	00185891	US BANK CORP PAYMENT SYS	CTC*CONSTANTCONTACT.COM	75.56
	00185891	US BANK CORP PAYMENT SYS	EIG*HOMESTEAD	21.99
	00185891	US BANK CORP PAYMENT SYS	WWW.STREETDRUGS.ORG	19.24
Total				286,410.56



# CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

**PAYROLL PERIOD ENDING** **2.24.17**  
**PAYROLL DATED** **3.3.17**

Net Cash	\$	493,522.02
Net Voids/Manuals	\$	36,974.51
<b>Net Total</b>	<b>\$</b>	<b>530,496.53</b>

Federal Tax Deposit - Key Bank	\$	96,552.24
Social Security and Medicare Taxes	\$	48,928.33
Medicare Taxes Only (Fire Fighter Employees)	\$	1,970.32
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	24,715.42
Public Employees Retirement System 3 (PERS 3)	\$	5,854.57
Public Employees Retirement System (PERSJM)	\$	616.04
Public Safety Employees Retirement System (PSERS)	\$	179.18
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	23,641.16
Regence & LEOFF Trust - Medical Insurance	\$	14,396.06
Domestic Partner/Overage Dependant - Insurance	\$	1,269.89
Group Health Medical Insurance	\$	928.28
Health Care - Flexible Spending Accounts	\$	2,650.43
Dependent Care - Flexible Spending Accounts	\$	1,974.55
United Way	\$	230.00
ICMA Deferred Compensation	\$	29,156.07
Fire 457 Nationwide	\$	13,102.62
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 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	\$	944.30
AFLAC - Supplemental Insurance Plans	\$	483.64
Coffee Fund	\$	68.00
Transportation	\$	105.00
HRA - VEBA	\$	4,320.31
Miscellaneous	\$	-
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>278,862.82</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 809,359.35</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

*Charles L. Corder*

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date





# CITY COUNCIL MINUTES SPECIAL MEETING FEBRUARY 13, 2017

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## CALL TO ORDER & ROLL CALL

Mayor Bruce Bassett called the meeting to order at 5:33 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, and Benson Wong were present.

## AGENDA APPROVAL

It was moved by Wong; seconded by Bertlin to:

**Approve the agenda as presented.**

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 90 minutes**

At 5:34 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 90 minutes.

At 6:58 pm, Mayor Bassett adjourned the Executive Session and the Regular Meeting reconvened. The Council took a break until 7:03 pm.

## REGULAR BUSINESS

### **AB 5256 I-90 Loss of Mobility Negotiations Status Report**

Mayor Bassett provided an update from their meeting with the Governor, legislative representatives, and Transportation Secretary Millar. Mayor Bassett advised that despite both the Governor and Secretary Millar's expressed support, the planned closure of the I-90 center lanes is quickly approaching and it is now time to litigate to protect the interests of Mercer Island.

Councilmember Wisenteiner advised the Council decided during executive session to adjust the order of business, moving the public comment period to after regular business had taken place. This would allow citizens to give more relevant feedback to the Council.

City Manager Julie Underwood spoke about the status of negotiations. There was a Principal's meeting held on January 23. The City received a letter from Secretary Millar on February 1, and held a meeting and call with Governor Inslee and Secretary Millar on February 13. Currently the state plans to turn the center lanes over to Sound Transit this summer. Their current proposal is to mitigate the projects impacts through local street improvements.

She spoke about Mercer Island's legal strategy of addressing mobility issues and traffic safety concerns. The City's goal is to reach a mutually agreeable resolution. This is not an attempt to stop the light rail. She spoke about risks involved in litigation, including significant costs the City may face, and the outcome of the case is uncertain. She commented on the length of time the court process takes, which could be to Mercer Island's

benefit as it gives more time to negotiate, but litigation may also force negotiations to chill or stall as the other parties may be less willing to come to the table.

It was moved by Wisenteiner; seconded by Bertlin to:

**Authorize the commencement of legal proceedings against Sound Transit and Washington State Department of Transportation (WSDOT) to enforce historic agreements related to I-90 access and to mitigate loss of mobility for traffic to and from Mercer Island due to the impending closure of the I-90 center roadway and construction of a light rail station in Mercer Island.**

Passed 7-0

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

City Attorney Kari Sand spoke about the motion to authorize the City's Attorney's office, including outside legal counsel, to initiate legal proceedings against Sound Transit and Washington State Department of Transportation. That action is not expected to commence immediately, instead it is expected to take place by the end of the month.

Councilmember Wong and Deputy Mayor Bertlin advised of their full support of motion and action. They thanked the community for expressing their opinions to the Council and for their patience through the process.

Councilmembers Sanderson, Grausz, Weiker, and Wisenteiner expressed support of the motion.

It was moved by Wong; seconded by Weiker to:

**Adopt Ordinance No. 17-05, to establish an immediate, emergency, six-month moratorium on the acceptance, processing, and approval of applications for any development or construction activity of any type, that is inconsistent with, or different from, the existing public highway use of that portion of the Public Institution zone referred to as the Mercer Island I-90 Right-of-Way. It is the intent of this moratorium, set forth in Ordinance No. 17-05, to preserve the existing status quo of the Mercer Island I-90 Right of Way so that new development regulations can be considered by the Planning Commission and City Council to regulate and adequately mitigate, as appropriate, other non-highway uses of the Mercer Island I-90 Right-of-Way within the Public Institution zone.**

Passed 7-0

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

City Attorney Kari Sand explained the definition of a moratorium and explained that it is an interim land use control that temporarily suspends the right of property owners and developers to submit development applications and obtain development approvals while the local legislative body considers, drafts and adopts land use comprehensive plans and/or development regulations (or amendments) to respond to new or changing circumstances not addressed in current laws. The purpose of the moratorium is to preserve the status quo while that planning process occurs, it is not designed to stop the expansion of regional light rail.

City Attorney Sand advised the City will be updating the FAQ portion of the City website regarding the proposed moratoriums and there are public hearings scheduled for each moratorium on March 6.

City Manager Julie Underwood clarified that the City has some controls over what uses are approved within the City's Public Institution Zone. The moratorium will give time for the City to review whether the current zoning is adequate.

It was moved by Sanderson; seconded by Bertlin to:

**Adopt Ordinance No. 17-06, to establish an immediate, emergency, six-month moratorium on the acceptance, processing, and approval of applications for certain development, with the exception of design review, that: (1) will cause any locally-owned intersection to decline below the Level of Service standards adopted by the City in the transportation element of its Comprehensive Plan; or (2) relate to the siting or development of any essential public facility. It is the intent of this moratorium set forth in Ordinance No. 17-06 to preserve the existing status quo so that new land use regulations can be considered by the Planning Commission and City Council to address both transportation concurrency, as required by the Growth Management Act (specifically, RCW 36.70A.070(6)(b)) and the siting or development of any essential public facilities, including mitigation measures as appropriate.**

Passed 7-0

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

City Attorney Kari Sand explained that this moratorium's intent is to temporarily bar the development while the City prepares, considers, and adopts development regulations that address aspects provided for by the Growth Management Act and adopt a transportation concurrency ordinance to ensure that the City does not approve of development permits when the proposed development would cause any locally-owned intersections to decline below the City's adopted level of service ("LOS") standards, unless the impacts are adequately mitigated concurrently with the development.

City Manager Julie Underwood advised that the Growth Management Act is one area that the City is behind. There should have been a transportation concurrency ordinance on the books, so staff has been left playing catch up. One of the items identified in the final EIS for Sound Transit is the agreement that the project will have effects on the Mercer Island community, and while the City may not be able to prohibit the siting of Light Rail, the City can provide restrictions if the project impacts traffic safety.

Councilmember Wong asked City Attorney Sand under what circumstances could the time period of the moratorium be extended.

City Attorney Kari Sands advised that the moratoria can be extended if needed, depending on the pace of the work being done by the Planning Commission with regards to the zoning review. The City has to have a plan in place, the moratoria cannot be extended in perpetuity. Conversely, if the work is completed before the six-month period is up, the moratoria would need to end, because the City would no longer have need to freeze development if there is no active related zoning review.

It was moved by Grausz; seconded by Wong to:

**Direct staff to prepare a letter, by tomorrow, that can be signed by all seven Councilmembers to the Sound Transit board of directors, explaining the reasoning for the actions taken tonight.**

Passed 7-0

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

It was moved by Grausz; seconded by Sanderson to:

**Direct staff to engage in a proactive communication effort with our public to advise them on the government officials they may choose to contact in order to provide their opinions on the current situation involving the closure of I-90.**

Passed 7-0

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

It was moved by Wisenteiner; seconded by Bertlin to:

**Direct the City Manager to create a plan in which the City Manager becomes the primary person in the I-90 negotiations going forward to be delivered to the City Council next week.**

Passed 6-1

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

AGAINST: 1 (Grausz)

## **PUBLIC COMMENT:**

Carv Zwingle, 6250 East Mercer Way, spoke about traffic congestion concerns expected with the East Link Light Rail project which will affect the Town Center. He asked that Council preserve all options to mitigate loss of mobility for Mercer Island and gave several recommendations of how the City traffic grid could be improved to help mitigate traffic congestion at the 76<sup>th</sup> Ave SE entrance to I-90.

Mariya Frost, Transportation Director at Washington Policy Center in Seattle, read from prepared statement regarding I-90 East Link Light Rail Project safety concerns and questions whether the project will actually worsen traffic congestion rather than improve it. She also comments on the effects that additional traffic congestion will have on the ability to move freight through the region effectively.

Doug McKiernan, 9200 SE 70th Place, applauded the motions made by the Council prior to the public comment period. He advised he believed more money should be allocated for litigation costs regarding this issue. He expressed concerns regarding traffic congestion the project will cause in the Town Center and what that congestion will mean for emergency vehicles trying to get through.

Ira Appelman, 9039 E. Shorewood Drive, speaks about concerns regarding I-90 loss of mobility issues and the history of the project. He agreed that the issue should be litigated and asked the Council not consider trade deals that would remove or limit SOV access to the I-90 ramps.

Nancy Hewitt Spaeth, 8320 SE 34th Street, spoke about concerns for safety and property values regarding the East Link Light Rail Project and advised she is willing to donate to a litigation fund to fight to preserve SOV access.

Alex Baumgarten, 9253 SE 59th Street, commented on the Council's conversation regarding delegating authority to negotiate the I-90 litigation to the City Manager. He also recommended that the City produce an Open Letter to Sound Transit and WSDOT advising of safety concerns with the project limiting mobility of emergency vehicles.

Tomas Vetrovsky, 8515 SE 72nd Street, advised that he approves of the action taken by the Council earlier in the meeting. Requested Council take time and action to further strengthen the City's position in negotiations, to include additional funds for litigation and revoking permits if possible.

Kevin Peck, 6825 84th Ave SE, advised that he believes the City should revoke Sound Transit's shoreline permit due to misstatements that Sound Transit made when applying for the permit. He also recommended that the City seek a temporary restraining order on the project due to safety concerns additional traffic will present to pedestrians and emergency vehicles.

Elizabeth Buckley, 15 Brook Bay Road, spoke about safety concerns regarding decreased mobility for residents of Mercer Island due to the Light Rail project, as well the safety of motorist using I-90 across the floating bridge and in the tunnels because there is little to no shoulder planned.

Diana Buist, 6228 83rd Place SE, spoke about concerns with traffic congestion in the region and encouraged the Council to promote mass transit to fight this congestion. She also asked that the City consider reopening the environmental impact study. City Attorney Kari Sand spoke about plans to have City staff revisit Sound Transit's shoreline permit that was issued in July of 2017. She also spoke about plans to pursue a supplement to Sound Transit's environmental impact study.

Kevin Cobden, 2943 76th Ave SE, spoke about the need to fight Sound Transit and WSDOT and force them back to the bargaining table. He spoke about his willingness to contribute towards litigation costs, and recommended that Council request studies from the King County Sheriff, Mercer Island Police, and Mercer Island Fire to determine the financial impacts that public safety will experience from loss of mobility on the island.

Denise Cobden, 2943 76th Ave SE, commended Council for the willingness to litigate the issues with I-90. She shared concerns with Sound Transit's growth management plans and traffic congestion that will result from the planned development.

Bryan Cairns, 9115 Fortuna Drive, spoke about his desire to see the City delay the closure of the center lanes of I-90 until a new agreement can be reached and that the City attempt to get Sound Transit to commit to a reasonable timeline for the proposed closure.

Steve Hearon, 8019 SE 20th Street, advised that he is happy the Council has elected to file suit.

Carl Erickson, 7119 84th Ave SE, thanked the Council for rescheduling the meeting due to heavy snow fall the previous Monday. Expressed safety concerns for children due to new traffic congestion the project will bring. He was also concerned about traffic congestion and the affect it will have on property values.

Daniel Witmer, 8206 SE 41st Street, expressed concerns that traffic congestion will degrade the quality of life in Mercer Island. Asked Council to consider taxes to help fund litigation. Also asked Council to consider assembling a temporary I-90 Mobility Commission to help find solutions to the problem.

Gary Robinson, 6026 East Mercer Way, spoke about concerns with the potential for group think issues to arise for Council due to the number of Executive Sessions being called to discuss strategies on the I-90 litigation.

Carrie Wernick, 3422 97th Ave SE, spoke about concerns with noise pollution that will occur due to Light Rail

construction.

Jim Lovsted, 8001 84th Ave SE, spoke about concerns that not enough is being done to require Sound Transit to mitigate the impacts that I-90 Light Rail Project will have on Island traffic congestion.

Doug Cargill, 8940 SE 56th Street, expressed concerns that Sound Transit board is untrustworthy.

Tom Acker, 2427 84th Ave SE, expressed concerns with safety, mobility, and infrastructure on schools. Recommended Council allow the City Manager take the lead in I-90 negotiations and consider hiring a program manager to help with increased workload due to litigation. Requested Council fight solely for the shutdown of the closure of I-90's center lanes until an appropriate mitigation plan is in place, not for the shutdown of the Light Rail project all together.

Roger Shanafelt, 4466 Ferncroft Road, thanked the Council for their plan to file suit. Expressed that he is hopeful the City will be able to pull Sound Transit's EIS. Recommended Council consider bringing ALS service to the Island to help mitigate safety concerns for emergency vehicles trying to get on the Island.

Steve Marshall, 8150 West Mercer Way, spoke about his desire to see Sound Transit decrease the planned closure of the I-90 center lanes from 6 years, to 1 or 2 years to help mitigate the impact. Requested that Council release the draft agreement that Sound Transit walked away from so that the public can see what was offered.

Eric Rothenberg, 8284 SE 82nd Street, thanked Council for their service to the community. Thanked City staff for their work during snow storm.

David Beatty, 5419 96th Ave SE, thanked Council for their work. Expressed concerns with the length of time it has taken Council and staff to fight the Light Rail plan.

Dwight Schaeffer, 6958 96th Ave SE, requested Council to take a look at eliminating non-essential services to fund litigation and rely more on the expertise that citizens are willing to offer.

Joan Beludy, 7627 79th Ave SE, recommended Council consider bringing in other eastside municipalities that will be affected by the traffic impacts so they can share in the litigation costs.

Traci Granbois, 8440 SE 82nd Street, thanked Council for their service and City staff for their excellent response to the snow storm. Requested Council consider recording planning sessions in the future.

Laura Althoff, 7442 North Mercer Way, praised the Council and citizens for working towards interactive communication.

Subeer Manhas, 48994 Forest Ave, recommended that Council take a more aggressive approach to negotiations, to include stopping Light Rail all together if that's what needed. Recommended Council assemble a citizen steering committee to aid Council with I-90 negotiation plans.

## **OTHER BUSINESS**

### **Councilmember Absences**

Mayor Bassett will be absent February 21

Councilmember Sanderson will be absent April 3

### **Planning Schedule**

City Manager Julie Underwood advised that Sound Transit was invited to attend a study session on Tuesday, February 21 to discuss the questions the Council has been receiving from the public regarding the south Bellevue Park and Ride and safety. They tentatively said they would be attending, but that is now uncertain do to actions taken tonight.

City Manager Underwood also commended staff on the stellar job they did during snow event and congratulated the Youth and Family Services Foundation for raising over \$350,000.

Councilmember Sanderson commented regarding the desire for a more study sessions. He also requested an update on residential code project study session. Councilmembers Weiker, Grausz, and Wong voiced support

of a high level update regarding Residential development standards revisions currently being discussed by the planning commission. City Manager Underwood advised that she would direct staff to provide that update in a study session format at the next Council meeting.

City Attorney Sand will add the moratoria public hearings to the March 6 agenda.

### **Board Appointments**

There were no appointments.

### **Councilmember Reports**

Councilmember Wisenteiner commended Jason Kintner for setting up the debris collection sites to help citizens with storm cleanup. He also commended Police Officer Greg Levinson regarding a CPR/First Aid course provided over the weekend.

Councilmember Grausz provided an update from the King County Regional Policy Committee. Councilmember Grausz He also questioned whether there may be grant opportunities the City is missing out on.

Deputy Mayor Bertlin attended an ETP meeting. She noted that the GMPC meeting scheduled in February was moved to March.

Councilmember Sanderson commended Public Works staff for their performance during the snow event, City Attorney Kari Sand and staff for I-90 work, and the Arts Council for their community building work on Mercer Island Swing event.

Councilmember Weiker attended KC Emergency Advisory Committee meeting and acknowledged Jennifer Franklin's work in Emergency Management community engagement committee. She encouraged attendance at the March 2 Chamber of Commerce lunch, where City Manager Underwood will be a featured speaker.

Councilmember Wong took a tour of the EOC during the Public Safety Subcommittee meeting. She spoke about the discussion on the potential human services/veteran's levy by King County at the SCA PIC meeting.

### **ADJOURNMENT**

The meeting adjourned at 10:22 pm.

Attest:

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Bruce Bassett, Mayor

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Allison Spietz, City Clerk



**CITY COUNCIL MINUTES  
SPECIAL MEETING  
FEBRUARY 16, 2017**

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**CALL TO ORDER & ROLL CALL**

Deputy Mayor Debbie Bertlin called the meeting to order at 5:06 pm at City Hall, 9611 SE 36<sup>th</sup> Street, Mercer Island, Washington.

Deputy Mayor Debbie Bertlin and Councilmembers Dan Grausz, Jeff Sanderson and Benson Wong were present. Councilmembers Wendy Weiker (departed at 5:45 pm) and Dave Wisenteiner participated by phone. Mayor Bruce Bassett was absent.

**SPECIAL BUSINESS**

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

At 5:06 pm, Deputy Mayor Bertlin convened the Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 60 minutes.

At 6:06 pm, Deputy Mayor Bertlin adjourned the Executive Session.

**ADJOURNMENT**

The meeting adjourned at 6:06 pm.

\_\_\_\_\_  
Bruce Bassett, Mayor

Attest:

\_\_\_\_\_  
Allison Spietz, City Clerk



**CITY COUNCIL MINUTES  
SPECIAL MEETING  
FEBRUARY 27, 2017**

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**CALL TO ORDER & ROLL CALL**

Councilmember Wendy Weiker called the meeting to order at 5:08 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Councilmembers Wendy Weiker and Dan Grausz (participated by phone until arrival at 5:17 pm), and Benson Wong (participated by phone until arrival at 5:39 pm) were present. Mayor Bruce Bassett (departed 6:35 pm), Deputy Mayor Debbie Bertlin, and Councilmembers Jeff Sanderson (departed 6:40 pm) and David Wisenteiner (joined 5:39 pm) participated by phone.

**SPECIAL BUSINESS**

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

At 5:08 pm, Councilmember Weiker convened the Executive Session to discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 90 minutes.

At 6:38 pm, Mayor Bassett extended the Executive Session for an additional 30 minutes.

At 6:59 pm, Mayor Bassett adjourned the Executive Session.

**ADJOURNMENT**

The Regular Meeting adjourned at 6:59 pm.

\_\_\_\_\_  
Bruce Bassett, Mayor

Attest:

\_\_\_\_\_  
Allison Spietz, City Clerk





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

**AB 5240  
March 6, 2017  
Consent Calendar**

**INTERLOCAL AGREEMENT WITH  
DEPARTMENT OF SOCIAL & HEALTH  
SERVICES FOR RESPITE CARE SERVICES  
REIMBURSEMENT**

**Proposed Council Action:**

Authorize the City Manager to sign the interlocal agreement with the Department of Social & Health Services for respite care services reimbursement.

**DEPARTMENT OF**

Parks and Recreation (Diane Mortenson)

**COUNCIL LIAISON**

n/a

**EXHIBITS**

1. Department of Social & Health Services Interlocal Agreement for Community Settings Respite Care; DSHS Division of Developmental Disabilities

**APPROVED BY CITY MANAGER**

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

**SUMMARY**

The Mercer Island Parks and Recreation Department (MIPR) provides specialized recreation services for participants with special needs and disabilities. This agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the City of Mercer Island, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW; it is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

This interlocal agreement will be in place so that participants with special needs may have their program fee paid by DSHS, as long as they have adequate funding and hours available within their enrollment scope with the Development Disability Administration. Customers may participate in any MIPR recreation activities, classes, & programs, and are not limited to specialized recreation classes. The DSHS Division of Development Disabilities will reimburse the MIPR at the rate of \$17.58 per respite hour, unless the number of hours authorized by DSHS for the participant exceeds the number of hours of respite provided. The maximum rate for one hour of service is \$17.58. The number of respite hours equals the cost of service (program fee) divided by \$17.58. See Exhibit 1, page 17 (Exhibit A, Rate Table). Please note that rate table included at the end the interlocal agreement as Exhibit A, states the reimbursement fee of \$17.46. DSHS is in the process of updating this table to reflect the rate of \$17.58, and a corrected rate table will be available at a later date.

MIPR program participants' case managers will complete appropriate reimbursement paperwork with DSHS, and DSHS will send the program fee reimbursement to the City.

## RECOMMENDATION

*Recreation Superintendent*

MOVE TO: Authorize the City Manager to sign the interlocal agreement with the Washington State Department of Social & Health Services, Division of Development Disabilities, for respite care services reimbursement.



**INTERLOCAL AGREEMENT**  
**Community Settings Respite Care**  
 (excluding IFS Program Participants)

DSHS Agreement Number:  
1764-77282

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
Contractor Contract Number:

CONTRACTOR NAME City of Mercer Island		CONTRACTOR doing business as (DBA) Mercer Island Parks & Recreation	
CONTRACTOR ADDRESS 2040 84th ave SE Mercer Island, WA 98040		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 179-019-640	DSHS INDEX NUMBER 88850
CONTRACTOR CONTACT Diane Mortenson	CONTRACTOR TELEPHONE (206) 275-7861	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS diane.mortenson@mercergov.org
DSHS ADMINISTRATION Developmental Disabilities Admin	DSHS DIVISION Division of Developmental Disabilities	DSHS CONTRACT CODE 1803LP-64	
DSHS CONTACT NAME AND TITLE Lyuda Kozlova Contract Manager		DSHS CONTACT ADDRESS 1700 E Cherry St Seattle, WA 98122	
DSHS CONTACT TELEPHONE (206)568-5762	DSHS CONTACT FAX (206)720-3334	DSHS CONTACT E-MAIL ADDRESS lyuda.kozlova@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 02/20/2017	AGREEMENT END DATE 01/31/2020	MAXIMUM AGREEMENT AMOUNT Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Rate Table <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		John Cordy- DSHS DDA Business Manager	DATE SIGNED

## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

## DSHS General Terms and Conditions

- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

## DSHS General Terms and Conditions

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

## DSHS General Terms and Conditions

the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.  
  
Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

## DSHS General Terms and Conditions

Contract remains valid and in full force and effect.

**14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

**16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### Additional General Terms and Conditions – Interlocal Agreements:

**17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an



## DSHS General Terms and Conditions

additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

### 18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

### 19. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

### 20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights

## DSHS General Terms and Conditions

Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

### 21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

## Special Terms and Conditions

- 23. Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Assistance" means help provide to a client for the purpose of aiding him/her in the performance of tasks.
  - b. "Authorized" means approved by a DDD case manager/social worker as evidenced by receipt of an SSPS Social Services notice.
  - c. "Case Resource Manager" means the DSHS or DDD worker assigned to a client and who authorized the services performed under this Contract.
  - d. "Client" means a person whom DSHS has determined financially and programmatically eligible to receive services and for whom specific services have been authorized.
  - e. "Community Settings" means a public place such as community center, senior center, city or county park and recreation, camps, or adult day care. Service cannot be provided in a private home.
  - f. "DDD" means the Division of Developmental Disabilities within the DSHS Aging and Disabilities Service Administration.
  - g. "In-home respite" means respite provided by a home care agency in the client's home. Upon client or primary caregiver request, home care agency provider may bring the client into their community.
  - h. "Individual Support Plan" or "ISP" means a written plan for long term care service delivery. The ISP identifies ways to meet the Client's needs with the most appropriate services.
  - i. "Out-of-home respite" means respite provide out of the client's home by a licensed or certified setting
  - j. "Personal care services" means those specific services defined in WAC 388-106 provided to DSHS clients.
  - k. "Physical Assistance" means the provision of hands-on assistance on the performance of daily tasks or activities.
  - l. "Primary Caregiver(s)" or "Caregiver" means the parents, legal guardians or other persons who have or assume primary responsibility for the necessary care of the client.
  - m. "Protective Supervision" means supervision to ensure the safety and well being of a client, exclusive of those responsibilities which should be assumed by a legal guardian.
  - n. "Provider One" means the DSHS payment system which is scheduled to replace the current SSPS payment system about November 2012.
  - o. "Respite Care" means intermittent relief for persons providing care for developmentally disabled individuals on either an emergency or planned basis.
  - p. "SSPS" means the Social Service Payment System, the service authorization and payment system used by DSHS.
  - q. "Transportation Services" means the process of transporting a client from one location to another.

## Special Terms and Conditions

- r. "Unusual Incidents" means a change in circumstances or events that concern a client's safety or well being. These may include, but are not limited to the following examples: an increased frequency, intensity, or duration of any medical conditions; adverse reactions to medication, severe behavioral incidents that are unlike the client's ordinary behavior, severe injury, running away, physical or verbal abuse to themselves or others, etc.

### 24. Purpose.

The purpose of respite care is to provide intermittent relief for persons providing care for individuals eligible for DDD services, on either an emergency or planned basis, to assist a client to remain in the least restrictive environment.

### 25. Contractor Qualifications.

- a. The Contractor shall be licensed, registered, and certified as is required by law.
- b. Community settings providing respite care must meet the regulations governing their business or activity.
- c. Contractors offered services must be published on website and include;
  - (1) Identified number of service hours being provided in your program/class/event including days/date and start and end time;
  - (2) Identify activities that will occur during program/class/event; and
  - (3) Published Fee schedule.
- d. The Contractor agrees to undergo a criminal history background check conducted by DSHS, as required by RCW 43.20A.710. If the Contractor has employees or volunteers who will have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor will conduct criminal history background checks on those employees.

### 26. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS to the Contractor shall:
  - (1) Provide physical assistance, support and protective supervision to the client in daily routine activities and to prevent injury to him or herself and to others;
  - (2) Obtain information about the client's identified needs and care requirements from the parent(s) or primary caregiver(s) and ensure that the client's needs are met while providing services;
  - (3) Contact the client's parent or primary caregiver(s) if the Contractor has not heard from them within seven (7) days of the Contractor's receipt of the service authorization to make arrangements for specific dates and times of care;
  - (4) Make arrangement with the primary provider of assistance for emergency medical treatment should this become a necessity;
  - (5) Ensure that the respite care is provided in the specific Community Setting and Respite services

## Special Terms and Conditions

provided are as authorized and outlined in the ISP. If additional hours/services are provided DSHS is not liable for payment;

- (6) Maintain copies of all service authorizations to provide services; and
  - (7) Complete and maintain copies of the work verification records for all services provided. These records shall be kept on file by the Contractor for the duration of this Contract and thereafter for a period of 6 years and will be available to DSHS upon request for purposes of audit, monitoring and/or service verification.
- b. The Contractor may also provide transportation to and from the respite services community resources and agencies as authorized and outlined in the ISP.
  - c. Maintain transportation records to document the dates, times, destinations, and distances of each Client's Transportation Services. Upon request, the Contractor shall make the records available to DSHS or DSHS/designee for review and audit.
  - d. Maintain sufficient vehicle and passenger insurance coverage in accordance with the requirements in this Contract.
  - e. Operate and maintain the transportation vehicles in a manner consistent with protecting and promoting the Client's health and welfare.
  - f. Community Settings shall provide all care that assists the client's participation in a safe manner.
  - g. Contractor shall provide written progress reports as requested by a DDD Case Resource Manager or per other DDD written guidelines.
  - h. Contractor shall not require client, client's guardian and/or client's legal representative to enter into any agreement releasing or limiting Contractor's legal liability for injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this contract unless contractor, at the same time, requires client, client's guardian and/or client's legal representative to release the State of Washington and all of its agencies, agents, contractors, servants and employees from liability for any acts of contractor causing injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this Contract.
  - i. Contractor shall ensure that they or their care providers possess the following minimum qualifications:
    - (1) Be eighteen (18) years of age or older;
    - (2) Possess the following minimum standards of knowledge and experience:
      - (a) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the client; and
      - (b) Knowledge of when and how to contact the client's representative and the client's case manager.
    - (3) Adequate skills to read, either directly or through an interpreter, understand, and implement the

## Special Terms and Conditions

services authorized in the plan;

- (4) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the client's written ISP(s) and verbal instructions; and
  - (5) Adequate skills to maintain provider records of services performed and payments received.
- j. Contractor shall ensure that the care providers are able to:
- (1) Understand specific directions for providing the care that an individual client requires;
  - (2) Provide services within the scope of practice for their profession/skill level;
  - (3) Observe the client for change in health status, including weakness, confusion, and loss of appetite;
  - (4) Identify problem situations and take appropriate action;
  - (5) Respond to emergencies without direct supervision; and
  - (6) Accept the client's individual differences and preferences when performing routine tasks.
- k. The Contractor shall provide after-service duties, including but not limited to:
- (1) Satisfaction Surveys and/or follow-up contact with clients, their families, guardians or primary caregivers regarding their satisfaction with the services provided. Such surveys or follow up contact will include a process to document and report responses;
  - (2) Investigation, documentation and resolution of all complaints or incidents regarding the service provided; and
  - (3) Periodic monitoring of service documentation records, verification of provider qualifications, and of billing and payment data in SSPS, functions and documentation need to be performed in a manner that can be proven upon inspection.

The Contractor shall make available to DSHS any request for the inspection or verification of the above mentioned duties for monitoring purposes.

- 27. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on the following:
- a. The fee for service shall not exceed the rate listed in Exhibit A – Rate Table.
  - b. DSHS will only reimburse the Contractor for the number of hours authorized and provided per client.
  - c. In case of a legislatively mandated vendor rate changes, the rates will be adjusted accordingly and will be incorporated into this Contract on the date the rate(s) become effective. DSHS will provide written notification of rate changes to the Contractor.
  - d. The fee for transportation is an established rate of 0.51 per mile. The monthly payment for all services provided to any Client will not exceed the amount authorized in the Client's ISP and in the

## Special Terms and Conditions

Social Service Payment System (SSPS). The rate established in this Contract is subject to change and does not require a contract amendment. Notification of rate changes will be made in a letter from DSHS to the Contractor. Rates shall not exceed the DSHS Aging and Disability Services Administration rates published for the Contractor's geographic area. Published rates are not disputable.

- e. DSHS shall reimburse the Contractor as preauthorized for fares and public transportation service at the actual costs. Such costs must not exceed the preauthorized amount.

### 28. Billing and Payment.

- a. DSHS shall issue invoices generated by SSPS to the Contractor.
- b. The Contractor shall indicate on each invoice received from DSHS whether the services were delivered.
- c. The Contractor shall submit the invoices for payment as directed on the invoice or by using Invoice Express.
- d. The Contractor shall contact the DSHS staff who authorized the services if there is any problem with the SSPS invoice.
- e. DSHS shall use the completed SSPS invoice to generate payment to the Contractor.
- f. DSHS shall not pay the Contractor for cancelled or missed appointments or for scheduled hours of service when clients are not seen or served by the Contractor.
- g. DSHS will not pay in advance of services being provided; all payments are contingent on completion of planned activity.
- h. In the event that the Client has fewer waiver resources available than the rate set in Exhibit A, the client or their family may choose to pay for additional hours of service but may not supplement the department's rate. The Contractor accepts the DSHS payment rate as sole and complete payment for the services provided under this Contract.
- i. If DSHS pays the Contractor for services authorized but not provided by the Contractor the amount paid shall be considered to be an overpayment.
- j. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- k. DSHS Provider One payment system is scheduled to replace the current DSHS SSPS on or about November of 2012. In the event this contract is in place at that time DSHS will notify you of new billing instructions. Any new billing instructions will replace the SSPS billing instructions listed above and will thereby be incorporated by reference into this contract.

29. **Duty to Report Suspected Abuse.** The Contractor shall report, in accordance with state law, all instances of suspected Client abuse immediately to the Department at the current state abuse hotline (1-800-562-6078).

30. **Duty to Report Unusual Incidents.** The Contractor shall submit written information of any unusual incident to the DDD Resource Manager or the DSHS contact listed on page 1 of this Contract within seventy-two (72) hours.

### Special Terms and Conditions

31. **Duty to Report Death of Clients.** The Contractor shall report all deaths of DSHS clients receiving services from the Contractor within twenty-four (24) hours to the DDD Resource Manager or the DSHS contact listed on page 1 of this contract.

32. **Drug Free Workplace.** The Contractor, and the Contractor's employees and sub-contractors, shall abstain from the use of alcohol and illegal drugs in the workplace and in the performance of their duties.

33. **Insurance.**

a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

\_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

\_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



**Exhibit A Rate Table**

<b>Provider</b>	<b>Rate</b>	<b>Payment Calculation</b>	<b>Payment Codes</b>
Out-of home in a Adult day care center (must be contracted with the Area Agency on Aging (AAA))	\$10.03 hr  Daily = \$80.24 [8 hrs x \$10.03]	Not to exceed 8 hours in a 24 hour period.  Prior approval required to authorize more than 8 hours	8177, 8277, 8377, 8777
Camp and other community settings providing respite	\$17.46 hr	Community Settings will be reimbursed at the Contractor's published fee for services provided <u>unless</u> the number of hours authorized exceeds the number of hours of respite provided.  The maximum rate for one hour of service \$17.46.  Number of respite Hours = Cost of service (published fee) ÷ \$17.46.	8177, 8277, 8377, 8777

**Notes:**

- Respite and personal care cannot be paid at the same time for the same service. Respite services include any personal care and supervision that is needed.
- SSPS authorizations will be authorized at an hourly rate.
- A copy of the Contractor's Published Service and Fee Schedule can be located at the following web site <http://www.mercergov.org/Page.asp?NavID=1951>. A printed copy of the Contractor's Published Service and Fee Schedule shall be maintained in the Contractor's Contract file for each year services are provided by this Contract.



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

**AB 5254  
March 6, 2017  
Consent Calendar**

**A REGIONAL COALITION FOR HOUSING  
(ARCH) 2017 ADMINISTRATIVE BUDGET AND  
WORK PROGRAM**

**Proposed Council Action:**

Review and approve 2017 ARCH Administrative Budget and Work Program.

<b>DEPARTMENT OF</b>	Development Services Group (Alison Van Gorp)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. 2017 ARCH Administrative Budget and Work Program
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	31,400
<b>AMOUNT BUDGETED</b>	\$	31,800
<b>APPROPRIATION REQUIRED</b>	\$	0

**SUMMARY**

**What is A Regional Coalition for Housing (ARCH) and why is the City involved?**

Under the terms of the Growth Management Act (GMA), Mercer Island and all other cities subject to the GMA are required to have a Housing Element within their Comprehensive Plan and are required to provide housing opportunities for all economic segments. Through the ARCH Housing Trust Fund process, ARCH assists the City in meeting its goals and objectives for affordable housing, including workforce and other housing needs. Through ARCH, the City has also joined together with other eastside cities in a sub-regional effort to create and preserve affordable housing through the greater East King County community.

ARCH was created by an Interlocal Agreement among the cities of Bellevue, Kirkland, Redmond and King County. Since its inception, the ARCH membership has increased, and includes: Mercer Island, Woodinville, Issaquah, Bothell, Newcastle, Sammamish, Kenmore and the "Points Communities" of Medina, Clyde Hill, Yarrow Point, Hunts Point and Beaux Arts Village. ARCH staff serves as additional housing staff to each member city and provides coordination with member city staff in various housing-related projects, plans, and services.

**ARCH 2017 Budget and Work Program**

Under the terms of the ARCH Interlocal Agreement, each member city must approve the ARCH Administrative Budget and Work Program annually. Like other local government members, Mercer Island contributes annually to ARCH in order to provide administrative support for the organization's housing activities. Each year, ARCH presents its annual Budget and Work Program to each member city for review and approval.

## **Administrative Budget**

The ARCH Administrative Budget has been approved by the ARCH Executive Board and is being forwarded to each member city for approval and fund allocation. The proposed total ARCH Administrative Budget for 2017 (Exhibit 1) is \$675,806, of which \$31,400 is Mercer Island's share. This is 2.0% more than what Mercer Island paid to ARCH in 2016. In 2017, \$31,800 is budgeted for this expense.

In addition to providing administrative support to ARCH, the City budgeted \$20,000 in 2016, \$64,000 in 2017 and \$96,000 in 2018 for projects recommended through the ARCH Housing Trust Fund process. When projects are proposed that would utilize Mercer Island Trust Fund dollars, these projects come before the City Council for review and approval. AB 5255 relates to approval of 2016 Housing Trust Fund projects.

## **Work Program**

The first section of the ARCH Work Program for 2017 (Exhibit 1) explains how ARCH assists projects in an effort to help cities channel Housing Trust Fund dollars into effective affordable housing projects. This year ARCH is pursuing 5 special initiatives:

- 1) Exploring a dedicated funding source for the ARCH Housing Trust Fund.
- 2) Evaluating underdeveloped or surplus properties, including faith community properties, for suitability for affordable housing.
- 3) Supporting efforts to create an East King County winter shelter for homeless adults and families.
- 4) Continuing work to refine the homebuyer assistance program.
- 5) Continuing to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing.

The next section of the Work Program focuses on housing policy planning, including efforts with individual member cities and coordinated efforts that benefit multiple members of ARCH, including regional planning activities. There are four goals identified in the 2017 Work Program specific to Mercer Island (Exhibit 1, page 5):

- Assist City with a Housing Strategy Plan.
- As needed, assist City staff with components of residential development standards review that are associated with housing stock diversity.
- As needed, assist City staff with administering affordable housing provisions associated with the land use incentive and tax exemption programs for Town Center.
- Provide project support for Town Center development projects that include affordable housing.

The final two sections of the 2016 Work Program discuss implementation and monitoring of the housing programs and ARCH's other activities, including education, outreach and administration.

## **RECOMMENDATION**

*Administrative Services Manager and ARCH Staff*

**MOVE TO:** Approve the ARCH 2017 Administrative Budget and Work Program and authorize expenditure of \$31,400 for Mercer Island's contribution to the 2017 ARCH Administrative Budget.

**ARCH WORK PROGRAM: 2017**

**I. PROJECT ASSISTANCE**

**A. Oversight of Local Monetary Assistance**

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance. Evaluate the appropriateness of updating goals under the Parity Program

Provide a variety of types of affordable housing as well as meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments. Includes monitoring for long term sustainability of previously funded projects.

Objective: Monitor ongoing financial activities of the ARCH Trust Fund account and provide updated information to members.

Develop sustainable strategies for the HTF to meet local housing goals and preserve publicly assisted affordable housing.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD etc.) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

**B. Special Initiatives** This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for

proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either existing initiatives or initiatives likely to emerge:

ARCH Trust Fund: Dedicated Funding Source. Continue work that began in 2014 to explore and evaluate the feasibility of a dedicated funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2017 is expected to focus on working with council to develop a recommendation, work on state legislature to expand tools available to cities, potentially updating Parity goals and as applicable, assisting individual members with developing approaches to achieving the updated goals.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. faith community properties) for suitability of affordable housing. Currently identified opportunities include:

- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake, Issaquah, Kirkland and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives. This includes efforts to identify one or two properties that would be appropriate for the REDI Fund and assisting cities with working with King County regarding utilization of both targeted and at-large King County TOD funds in East King County
- Continue to assist Sammamish and Redmond with coordinating construction of affordable housing on their surplus city sites.

Winter Shelter. Support efforts by Eastside Human Services Forum, EHAC and cities to develop an East King County sub-regional strategic approach to winter shelter and related services for homeless adults and families. In 2017, for both the men's and women/family shelter, expected work will include continued community outreach, additional site feasibility, structuring land conveyance documents, finalizing concept and design, potentially including some permanent housing, and securing funding. For both shelters, ARCH, will assist Bellevue and Kirkland with out-of-cycle funding applications for contracting the state legislative earmarks for these sites.

Objective: Identify one or more specific sites in East King County to be made available for housing and member jurisdictions to develop a long term strategy for addressing winter shelter for homeless persons and families.

Eastside Homebuyer Program.

Undertake an updated program assessment and develop recommendations for potential refinements of program to respond to current market conditions. .

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. Continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing.

Objective: Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing.

## II. HOUSING POLICY PLANNING

Work items in this section fall into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefits multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

### A. Local Planning Activities

- Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information is available to members and will be incorporated into ARCH education fliers and an updated Housing 101 report.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs, and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Elements / Housing Strategy Plans. Over the past year, ARCH staff began work with a number of members to prepare a Housing Strategy Plan to identify and prioritize strategies to implement Housing Element policies. In 2017, ARCH staff will continue assisting members who began their strategy plan and anticipates assisting several other members with developing local Strategy Plans.

Objective: Assist with preparation of Housing Strategy plans for members that include such a policy in their Housing Element.

Accessory Dwelling Units (ADUs). Several ARCH members have expressed interest in evaluating current ADU regulations and explore other ways to increase availability of ADUs. ARCH staff will assist with convening interested ARCH member cities to evaluate existing ADU regulations and other related issues (e.g. permitting costs, community awareness) that could impact creation of ADUs.

Impact Fee Waivers. In response to revisions of state law allowing impact fee waivers for affordable housing, support as needed ARCH member cities' review and adoption of local legislation to implement state authority to grant impact fee waivers.

Local Housing Efforts. ARCH staff will continue to assist local staffs in local efforts to update land use, zoning and other codes in order to implement Comprehensive Plan policies. Following are specifically identified areas that ARCH will assist local staff.

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

**Bellevue**

Assist City with preparing an Affordable Housing Strategy.

Assist City staff with implementing administrative procedures for the Bel-Red land use incentive program and citywide Multifamily Tax Exemption program.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors and station areas where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in housing related items for Eastgate zoning update and the Wilburton Plan

Assist with initial priority strategies identified through the Affordable Housing Strategy

Assist in Neighborhood Planning to consider more affordable housing types on a neighborhood-by-neighborhood basis, such as small lot neighborhood infill and detached accessory dwelling units

Assist in downtown housing incentives as recommended by the downtown livability plan

**Bothell**

Assist city with updating its adopted Housing Strategy Plan.

Assist city with evaluating and potentially implementing affordable housing provisions related to zoning and code amendments such as in the Nike Hill and South Riverside plan areas.

Assist city staff with work related to affordable housing component of the city's LIFT program in their downtown areas. Includes assisting with any reporting requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

**Clyde Hill**

Assist City with rental of City's affordable rental unit.

**Issaquah**

Assist City with a Housing Strategy Plan, including preparing the annual

Affordable Housing Report Card/Analysis.

Assist City staff with evaluating and as needed implementing development standards and regulations related to the housing policies adopted in the Central Issaquah Plan and Central Issaquah Standards.

As needed, assist City staff with administration and/or revisions of the affordable housing provisions of local development agreements (e.g. Issaquah Highlands, Talus, and Rowley)

Assist with evaluating and strategizing sequencing potential projects/ opportunities such as those near transit facilities, including coordination with potentially utilizing the King County TOD funds.

Assist with initial work on high priority strategies identified in the Housing Strategy Plan

### **Kenmore**

Assist City with a Housing Strategy Plan presentation to, and review by Council.

Continue to assist with technical questions and negotiating agreements where affordable housing is proposed including the TOD overlay.

Potentially assist with initial work associated with high priority strategies identified in the Housing Strategy Plan.

### **Kirkland**

Assist City with an update to their Housing Strategy Plan.

Assist with the implementation of at least one high priority item identified in the updated Housing Strategy Plan.

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Assist City staff with housing issues that come before Council Planning and Economic Development Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

### **Mercer Island**

Assist City with a Housing Strategy Plan.

As needed, assist City staff with components of residential development standards review that are associated with housing stock diversity.

As needed, assist City staff with administering affordable housing provisions associated with the land use incentive and tax exemption programs for Town



Center.

Provide project support for Town Center development projects that include affordable housing.

**Newcastle**

Assist City with a Housing Strategy Plan.

Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADUs.

**Redmond**

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Continue to assist staff with coordinating the development of the Providence John Gabriel House project for senior affordable housing in Downtown. (See Special Initiatives).

Continue to assist staff with development and adoption of an affordable housing strategy for the Marymoor Subarea as a follow-up action to the adoption of the Southeast Redmond Neighborhood Plan.

Assist City staff and Council with evaluating and, if appropriate, implementing a property tax incentive program for affordable housing, as allowed under RCW 84.14.

Continue to assist with strategies to increase the level of affordability for new housing in Overlake as part of the development of master plans and development agreements, including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs) (see above).

As follow up to the City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach efforts to landlords regarding Section 8 program and potentially other initiatives to support use of this program. Potentially do in cooperation with other jurisdictions.

Assist with the implementation of other high priority items identified in the Strategic Housing Plan and the Affordable Housing Strategies Work Plan of June, 2016, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with carrying out implementation strategies that result from the

investigation of emerging housing markets and East Link Corridor housing strategies as described below under regional issues.

As follow up to the City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach efforts to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

### **Sammamish**

Assist City with an update to their Housing Strategy Plan.

Assist City staff with development and implementation for site donated to Habitat (see special initiatives).

Evaluate Strategy Plan to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities).

Assist City staff with implementation of Town Center affordable housing provisions

### **Woodinville**

Assist City staff with a Housing Strategy Plan.

Assist with review and any update of affordable housing and accessory dwelling unit programs and regulations.

Assist City staff and Planning Commission with evaluating and developing incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

As needed, assist City staff with components of residential development standards review that are associated with housing stock diversity.

### **Yarrow Point**

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

### **King County** See Regional/Planning Activities below.

Ongoing monitoring of affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

General Assistance. In the past, there have been numerous situations where members have had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen planning initiatives. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

## **B. Regional/Countywide Planning Activities**

PSRC – Growing Transit Communities (GTC). PSRC in a partnership with public and private agencies from the Central Puget Sound region with a HUD Sustainable Communities Planning Grant completed a regional GTC strategy plan. Several ARCH members and ARCH are participating in follow up efforts coordinated by the GTC Advisory Committee. ARCH staff will assist member jurisdictions to evaluate and implement GTC strategies relevant to their respective communities. Some specific activities for individual members are described above in the Local Housing Efforts section.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPs for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items (e.g. identifying and collecting key regional data for monitoring progress).

Legislative Items. ARCH staff will track state and federal legislative items that relate to affordable housing that could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLHA) to contact legislators regarding proposed legislation.

All Home (formally the Committee to End Homelessness)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the All Home in the coming year includes continued coordinated allocation of resources, and initiating several specific initiatives (e.g., coordinated entry and assessment for all populations, families' realignment process (e.g. conversion of transitional housing to permanent housing units at Hopelink properties). Role for ARCH staff is expected to include participating in the All Home Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of All Home/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC.

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including All Home and Growing Transit Communities.

Have one or more specific local programs initiated as part of the All Home Community Strategic Plan.

## **III. HOUSING PROGRAM IMPLEMENTATION**

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to

loans made by jurisdictions to projects (see I. Project Assistance).

Objective: Ensure projects are in compliance with affordability requirements which involve collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, ARCH will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. This effort will include convening member planning and legal staff to review potential revisions, consulting with King County and other local ownership programs, and seeking approval from Secondary Market lenders (e.g. FHA, Fannie Mae) of any potential revisions. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability.

Information for Public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding or regulatory requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

#### IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see Local Planning Activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. As part of Housing 101, in addition to the Housing 101 workbook and related brochures, conduct some type of specific education event. In 2017, Housing 101 will entail a more 'classroom' type event for council members and commissioners which will cover issues such as programs being used by different members and local successful case studies, and information related to funding efforts and potential opportunities.

Objective: Develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

Media coverage on at least six topics related to affordable housing in East King County related to work done by Cities/ARCH and articles in local city newsletters.

ARCH Web Site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information

Objective: Maintain the ARCH web site and update the community outreach portion by incorporating information from Housing 101 East King County, as well as updated annual information, and links to other sites with relevant housing information (e.g. All Home, HDC).

Advice to Interested Groups. Provide short-term technical assistance to community groups, faith communities and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved. In 2017, undertake an effort to educate realtors about local Affordable Ownership program.

Objective: Increase awareness of existing funding programs by potential users.

Increase opportunities for private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

Make presentations, including housing tours, to at least 10 community organizations.

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and a wide range of housing and community perspectives.

# 2017 ARCH Administrative Budget

Final 12/19/16

## I. ANNUAL OPERATING EXPENSES

Item	2016 Budget	2017 Budget	Change Budget	Percent Change
Staffing *				
Sub-total	\$ 598,055	\$ 617,676	\$ 19,621	3%
Rent	\$ 23,000	\$ 23,250	\$ 250	1%
Utilities	\$ -	Incl^	Incl^	Incl^
Telephone	\$ 4,375	\$ 4,375	\$ -	0%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 3,000	\$ 3,150	\$ 150	5%
Copier Costs	\$ 2,000	\$ 1,750	\$ (250)	-13%
Office Supplies	\$ 2,550	\$ 2,750	\$ 200	8%
Office Equipment Service	\$ 1,850	\$ 1,900	\$ 50	3%
Fax/Postage	\$ 935	\$ 825	\$ (110)	-12%
Periodical/Membership	\$ 3,700	\$ 3,800	\$ 100	3%
Misc. (e.g. events,etc.)	\$ 1,680	\$ 1,680	\$ -	0%
Insurance	\$ 9,135	\$ 10,000	\$ 865	9%
Equipment Replacement		\$ 2,000	\$ 2,000	
Reorganization Admin	\$ 650	\$ 650	\$ -	0%
Sub-total	\$ 27,500	\$ 30,505	\$ 3,005	11%
TOTAL	\$ 652,930	\$ 675,806	\$ 22,876	3.50%

\* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

II. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions	2016	2017	Change	Percent Change
				2.00%
Bellevue	\$ 5,530	\$ 7,209	\$ 1,679	
Bothell	\$ 54,323	\$ 55,410	\$ 1,086	
Issaquah	\$ 41,766	\$ 42,601	\$ 835	
King County	\$ 44,778	\$ 45,673	\$ 896	
Kirkland	\$ 106,241	\$ 108,366	\$ 2,125	
Mercer Island	\$ 30,784	\$ 31,400	\$ 616	
Newcastle	\$ 13,831	\$ 14,108	\$ 277	
Redmond	\$ 72,587	\$ 74,039	\$ 1,452	
Woodinville	\$ 14,286	\$ 14,572	\$ 286	
Beaux Arts Village	\$ 1,616	\$ 1,649	\$ 32	
Clyde Hill	\$ 3,873	\$ 3,951	\$ 77	
Hunts Point	\$ 1,616	\$ 1,649	\$ 32	
Medina	\$ 3,899	\$ 3,977	\$ 78	
Yarrow Point	\$ 1,616	\$ 1,649	\$ 32	
Sammamish	\$ 62,474	\$ 69,346	\$ 6,872	
Kenmore	\$ 27,519	\$ 28,069	\$ 550	
Other	\$	\$ 4,200	\$ 4,200	
<b>TOTAL</b>	<b>\$ 486,741</b>	<b>\$ 507,866</b>	<b>\$ 21,125.59</b>	
B. In-Kind Contributions	2016	2017	Change	Percent Change
Bellevue	\$ 166,188	\$ 167,943	\$ 1,756	1.06%
<b>TOTAL</b>	<b>\$ 166,188</b>	<b>\$ 167,943</b>	<b>\$ 1,756</b>	
C. Total Contributions	2016	2017	Change	Percent Change
Bellevue	\$ 171,718	\$ 175,152	\$ 3,434	2.00%
Bothell	\$ 54,323	\$ 55,410	\$ 1,086	2.00%
Issaquah	\$ 41,766	\$ 42,601	\$ 835	2.00%
King County	\$ 44,778	\$ 45,673	\$ 896	2.00%
Kirkland	\$ 106,241	\$ 108,366	\$ 2,125	2.00%
Mercer Island	\$ 30,784	\$ 31,400	\$ 616	2.00%
Newcastle	\$ 13,831	\$ 14,108	\$ 277	2.00%
Redmond	\$ 72,587	\$ 74,039	\$ 1,452	2.00%
Woodinville	\$ 14,286	\$ 14,572	\$ 286	2.00%
Beaux Arts Village	\$ 1,616	\$ 1,649	\$ 32	2.00%
Clyde Hill	\$ 3,873	\$ 3,951	\$ 77	2.00%
Hunts Point	\$ 1,616	\$ 1,649	\$ 32	2.00%
Medina	\$ 3,899	\$ 3,977	\$ 78	2.00%
Yarrow Point	\$ 1,616	\$ 1,649	\$ 32	2.00%
Sammamish	\$ 62,474	\$ 69,346	\$ 6,872	11.00%
Kenmore	\$ 27,519	\$ 28,069	\$ 550	2.00%
Other	\$	\$ 4,200	\$ 4,200.00	
<b>TOTAL</b>	<b>\$ 652,929</b>	<b>\$ 675,810</b>	<b>\$ 22,881.23</b>	<b>3.50%</b>
<b>TOTAL COSTS</b>	<b>\$ 652,930</b>	<b>\$ 675,806</b>	<b>\$ 22,876.26</b>	<b>3.50%</b>





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

**AB 5255  
March 6, 2017  
Consent Calendar**

**A REGIONAL COALITION FOR HOUSING  
(ARCH) 2016 HOUSING TRUST FUND  
RECOMMENDATION**

**Proposed Council Action:**

Review and approve ARCH 2016 Housing Trust Fund recommendation and allocate project funds.

<b>DEPARTMENT OF</b>	Development Services Group (Alison Van Gorp)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Fall 2016 Housing Trust Fund (HTF) Recommendation
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	64,000
<b>AMOUNT BUDGETED</b>	\$	64,000
<b>APPROPRIATION REQUIRED</b>	\$	0

**SUMMARY**

For many years Mercer Island has allocated \$20,000 annually for projects recommended through the ARCH Housing Trust Fund process. As a part of the budget process last fall, City Council approved an increase in the contribution to the Housing Trust Fund to \$64,000 in 2017 and \$96,000 in 2018. When projects are proposed that would utilize Mercer Island Trust Fund dollars, those projects come before the City Council for review and approval. This agenda bill pertains to the dedication of funds recommended as a part of the fall 2016 project selection process. The ARCH Executive Board has recommended dedicating up to \$25,948 from the City's share of the ARCH Housing Trust Fund to support two projects: Imagine Housing 30Bellevue (\$16,211) and Imagine Housing Esterra Park Block 6B (\$9,737). There are sufficient funds for the proposed funding dedication from pre-2017 city general fund contributions, loan repayments and interest.

**What is A Regional Coalition for Housing (ARCH) and why is the City involved?**

Under terms of the Growth Management Act (GMA), Mercer Island and all other cities subject to the GMA are required to have a Housing Element within their Comprehensive Plan and take action to provide housing opportunities for all economic segments. Through the ARCH Housing Trust Fund process, ARCH assists the City in meeting their goals and objectives for affordable housing. The City has also, through ARCH, joined together with other eastside cities in a sub-regional effort to create and preserve affordable housing throughout the greater East King County community. ARCH was created by Interlocal Agreement among the cities of Bellevue, Kirkland, Redmond and King County. Since its inception, the ARCH membership has increased, and includes: Mercer Island, Woodinville, Issaquah, Bothell, Newcastle, Sammamish, Kenmore, and the "Points Communities" of Medina, Clyde Hill, Yarrow Point, Hunts Point and Beaux Arts Village. ARCH staff serves as additional housing staff to each member city, and coordinates with member city staff in various housing-related projects, plans and services.

## **Housing Trust Fund Recommendation from ARCH**

The ARCH Housing Trust Fund (HTF) was created by ARCH member cities in 1993 as a way to directly assist the development and preservation of affordable housing in East King County. The trust fund process allows ARCH members to capitalize a joint housing development fund and directly control the use of their housing funds through ARCH's funding recommendation process. Mercer Island's contributions to the ARCH HTF come from the City's general fund, designated to ARCH for the purpose of creating affordable housing. Since 2010, the Council has authorized \$20,000 in each year to be expended for HTF activities. These funds are held in a centralized account at the City of Bellevue and earn interest.

The HTF is ARCH's primary source for funding housing projects and programs for specific low and moderate-income target populations. The long range goals set by the member cities for use of their housing resources are as follows: 56 percent for families, 19 percent for elderly, 13 percent for homeless/transitional, and 12 percent for special needs populations. Since 1993, member cities have made over \$45 million available to help fund over 3,200 units of affordable housing located in East King County.

The ARCH HTF Recommendation memo provides a summary of the fall 2016 applications, the ARCH Executive Board recommendation and rationale, and proposed contract conditions for the two proposals recommended for funding at this time. See Exhibit 1. Five attachments are also included in Exhibit 1 providing detailed information about the ARCH Trust Fund recommendation and contract conditions, funding, leveraging, and project summaries:

1. The ARCH Housing Trust Fund (HTF) Applications is a summary table of the projects (see page 12).
2. The ARCH Housing Trust Fund, 2016 provides details of project leveraging detailing the other funding sources and amounts leveraged by ARCH cities.
3. The Economic Summary provides economic summaries of the recommended projects showing sources of funding and project expenses.
4. The ARCH East King County Trust Fund Summary provides a summary of ARCH projects funded to date.
5. The 2016 Housing Trust Fund: Proposed Funding Sources provides a funding chart showing how proposed ARCH funding is distributed among ARCH cities.

## **RECOMMENDATION**

*Administrative Services Manager and ARCH Staff*

**MOVE TO:** Approve the use of up to \$25,948 from the City's share of the ARCH Housing Trust Fund to support two projects, Imagine Housing 30Bellevue (\$16,211) and Imagine Housing Esterra Park Block 6B (\$9,737), with conditions as recommended by the ARCH Executive Board, and authorize the City Manager or the Administering Agency of ARCH on behalf of the City of Mercer Island to execute any related agreements and documents.



Together Center Campus  
16225 NE 87<sup>th</sup> Street, Suite A-3 ♦ Redmond, Washington 98052  
(425) 861-3677 ♦ Fax: (425) 861-4553 ♦ WEBSITE: [www.archhousing.org](http://www.archhousing.org)

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## MEMORANDUM

TO: City of Bellevue Council Members  
City of Clyde Hill Council Members  
Town of Hunts Point Council Members  
City of Issaquah Council Members  
City of Kenmore Council Members  
City of Kirkland Council Members  
City of Medina Council Members  
City of Mercer Island Council Members  
City of Newcastle Council Members  
City of Redmond Council Members  
City of Sammamish Council Members  
City of Woodinville Council Members  
Town of Yarrow Point Council Members

FROM: Peter Troedsson, Chair, and ARCH Executive Board

DATE: January 6, 2017

RE: Fall 2016 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board has completed its review of the two applications for the Fall 2016 Housing Trust Fund round. The Executive Board recommends funding for two projects. Recommendations total \$932,429, with a contingency award of up to an additional \$400,000 as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, the Executive Board recommendation and rationale, and proposed contract conditions for the two proposals recommended for funding at this time. Also enclosed are:

- Exhibit 1: Summary of Trust Fund Applications
- Exhibit 2: Summary of Funding Leveraging
- Exhibit 3: Economic summary for 30Bellevue
- Exhibit 4: ARCH Funding by City
- Exhibit 5: Summary of funded projects to date

**1. Imagine Housing 30Bellevue**

Funding Request: \$432,429 in addition to the previously awarded \$442,571 for a total funding award of \$875,000 (Deferred, Contingent Loan). plus 8 Section 8 Vouchers (from the 2015 round) 62 Units

Exec Board Recommendation: \$432,429 additional (Deferred, Contingent Loan). Up to an additional \$400,000 contingency per funding condition number 2 See attached Funding Chart for distribution of City Funds

**Project Summary:**

Imagine Housing (IH) –which owns 13 properties with 485 units of low-income housing in East King County – has refined its 30Bellevue new construction project collocated with St. Luke’s Lutheran Church, which also houses the Sophia’s Place homeless shelter for women and the rotating men’s shelter operated by Congregations For the Homeless. This project received \$432K predevelopment funding in the 2015 Trust Fund round along with a reservation of 8 Section 8 vouchers. The revised proposal is for a 62 unit family rental project with up to 50% of the units (31 units) set aside for homeless individuals and households (increase from 20%), but still also keeping up to a 20% set aside for disabled units (13 units). Ten of the disabled set-aside units would overlap with those for the homeless, three would be occupied by developmentally disabled residents who receive services from Alpha Supported Living. The revised proposal includes additional three bedroom units which Imagine Housing is requesting an additional 20 vouchers for the project to help cover operational and debt service costs.

The site is in North Bellevue near the interchange between I-405 and SR 520. It is within the walkshed of the South Kirkland Park and Ride. The proposed building is two and four levels of wood construction over one level of structured parking, management office, service provider space and elevator lobby. A roof garden will be provided on the 3 story portion. This section of the building is stepped down to fit within the zoning height restriction. The building is designed to serve households at 30%, 40% and 60% of Area Median Income (AMI).

**Funding Rationale:**

The Exec Board supported the intent of this application for the following reasons:

- Development targets range of lower income households
- Homeless unit set-asides
- Is responsive to the issues raised during review of the initial application such as incorporating more 3 bedroom units and including units for developmentally disabled individuals.
- The project expands residential development within the North Bellevue area
- Church and applicant have worked with city and neighborhood for comprehensive plan and zoning updates for the site
- Site has access to transit and shopping
- Project leverages a substantial amount of Tax Credit equity
- Applicant has continued to make meaningful progress on advancing the project
- Relatively low per unit ask to ARCH
- Applicant has site control and entitlement process is underway

- Experienced applicant

**Special Conditions:**

**Note: These conditions replace the funding conditions associated with the predevelopment funding award made during the 2015 Trust Fund application round.**

1. The 2016 funding award is \$432,429 for a total award of \$875,000. \$442,571 in Bellevue and King County-administered CDBG was awarded through the 2015 funding round. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date, and expected schedule for start of construction and project completion. ARCH staff will consider a twelve month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.
2. Funds shall be used by Imagine Housing toward **soft costs, design, permits and construction**. Funds may not be used for any other purpose unless City or Administering Agency staff have given written authorization for the alternate use. Spending of construction contingency must be approved in advance by City or Administering Agency staff. If after the completion of the project there are budget line items with unexpended balances, the public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. In addition to the \$875,000, ARCH is making a contingency award subject to ARCH Executive Board approval of up to \$400,000 to make up any shortfall in tax credit pricing below \$1.05 per dollar. The ARCH contingency contribution will be 40% of any additional public funds required. These additional funds would be specifically tied to Construction Contingency. ARCH staff shall review and approve all charges against Construction Contingency. In order to minimize the need for the additional contingency funding, Imagine Housing shall make every effort to underwrite debt, minimize operating and debt reserves, negotiate the highest price for the tax credits and explore all avenues for cost savings including, but not limited to reducing the floor area of units, better construction pricing, better terms on conventional construction and permanent debt, reducing the time of construction and/or better pricing on the land, or change in unit mix in order to minimize the funding gap created by the lower pricing of tax credits. Any request to the ARCH Executive Board for a contingency funding award will include information regarding other actions taken by Imagine Housing to minimize need for contingency funding. .
4. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources, available cash flow and receipt of an asset management fee or deferred developer fee to the Applicant and project reserves. Final loan terms shall be determined prior to release of funds and must be approved by City staff. Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule, and begin after **repayment of the deferred developer fee** (approximately year 4), **with 1% interest**. The terms will also include a provision for the Applicant to a deferment of a payment if certain

conditions are met (e.g. low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by City or Administering Agency staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.

5. The net developer fee shall be established at the time of finalizing the Contract Budget. With the current budget, it is anticipated that the Net Developer Fee inclusive of any project management fees and incidental costs incurred by the developer, shall not exceed \$1,037,000 based on the current size and description of the project. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
6. Until such time as any deferred developer fee is fully repaid, all cash flow after payment of operating expenses and debt service, shall be used to repay the deferred developer fee unless otherwise approved by City or Administering Agency staff. After full repayment of deferred developer fee Imagine Housing shall be entitled to an asset management fee. The amount of the asset management fee will account for various factors including project operating budget and debt repayment. Final asset management fee will be determined at time of funding agreement and must be approved by City staff.
7. A covenant is recorded ensuring affordability for at least 50 years, with size and affordability distribution per the following table. Minor adjustments to the mix may be considered upon ARCH Executive Board approval in order to address reduced tax credit pricing. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, or as otherwise approved by City or Administering Agency staff.

Affordability**	Studio	1 BR	2BR	3BR	Total
30% *	7	5	12	7	31
40% *	-----	14	1	1	16
60%	-----	11	2	2	15
Total **	7	30	15	10	62

\* 8 Section 8 vouchers awarded in the 2015 round can be utilized in very low income units can utilize Section 8 vouchers. They can be used in a combination of studio, one, two and three bedroom units. The final mix of units benefiting from vouchers will be approved by City or Administering Agency staff. Considerations in the determination of unit mix will include overall need in the community, unit mix of existing federally assisted and Section 8 assisted housing in East King County, and Section 8 program requirements.

\*\* 1 or 2 of the units will not be rent- or income-restricted. The final contract will update the affordability chart to account for the non-restricted units which will be approved by City or Administering Agency staff.

8. Initially, up to 50% of the units will be set aside for occupancy by households transitioning out of homelessness. These units will initially be filled through coordinated entry, but flexibility will be maintained to change how units may be filled based on adequacy of available funding and actual experiences at the site and within the community. Imagine Housing shall work with Coordinated Entry for All around matching tenants to the level of services provided (Imagine proposes 1.5 FTE day

time, week day staffing) and prioritizing family units for households with Eastside connections such as with children in Bellevue and Kirkland schools as well as Sophia Way shelter guests. City or Administering Agency staff shall approve any change to the number of units serving the homeless and the level of services provided.

9. Based on the availability of adequate support services, up to 20% of the units will be set aside for households with disabilities, unless otherwise approved by City or Administering Agency staff. Applicant will make units available to at least 3 developmentally disabled persons on Core Waivers. At initial occupancy one bedroom and a three bedroom unit will be made available for this population. Any changes to the minimum number or configuration of developmentally disabled units shall be subject to approval by City and Administering Agency staff.
10. Imagine Housing shall provide evidence of meeting the conditions of entitlement including but not limited to the number of parking spaces required and shared between the various uses on the site.
11. Imagine Housing shall submit for review and approval a management plan that includes types of services and programs that will be available for the residents, and how it integrates with the operation of the church, women’s shelter and other uses of the site. The plan shall also address how parking will be managed on an ongoing basis including how to address tenants and prospective tenants that would cause the total number of cars to exceed the number of available spaces. The plan shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; targeted outreach to community; a summary of ARCH’s affordability requirements as well as annual monitoring procedure requirements.

**2. Imagine Housing Esterra Park Block 6B**

Funding Request:                                \$2,998,046 (Contingent Loan)  
   Plus 16 total Section 8 Certificates  
   220 affordable rental units

Exec Board Recommendation:                \$500,000 preliminary commitment towards acquisition  
   See attached Funding Chart for distribution of City Funds

**Project Summary:**

The applicant is Imagine Housing (IH) – a non-profit corporation formed in 1987, which owns 13 properties with 485 units of low-income housing in East King County. They have submitted a project concept on a parcel within the larger master planned development located on the former Group Health in the Overlake area of Redmond and adjacent to the proposed Overlake light rail station. The project concept is a mixed income rental development of 220 units or more. It is proposed to be funded as two components linked by amenity space: a 40+ unit 9% Tax Credit project serving 30% and 50% AMI households and a 180+ unit 4% Tax Credit project with a mix of units serving 60% AMI households and 20 or more unrestricted units but intended to rent at somewhat below market rent levels. The proposal also includes a request to allocate 8 Section 8 vouchers to each component. The proposal responds to the TOD funding (Bonding of the Hotel/Stadium Tax) available from King County. The 9% TC portion will make half of its units available to homeless households in response to King County’s funding priorities.

The proposed building is five levels of wood construction over one or two levels of structured parking. The ground level will include space for a YMCA-operated childcare facility. A roof garden will be provided on both portions.

Besides the childcare center, the new development will contain shared courtyard, lobby, management office, laundry and possible retail space. Common spaces (which include a clubroom) and residential units will be designed according to the principles of universal design.

Funding Rationale:

The Exec Board recognizes the application for funding is early, and that a number of details are still being considered and fleshed out, therefore a partial award recommended with a requirement to apply for full funding award in a future round.

The Exec Board supported this application and recommends partially funding with conditions listed below for the following reasons:

- Development targets range of income levels for families and individuals, including set asides for homeless
- Well situated site which has easy access to transit, employment, shopping and services
- Increases the affordability in the master planned development and potential to significantly leverage resources through city housing provisions
- Contributes to distributing affordable housing throughout the community
- Site could accommodate childcare facility
- Project eligible for County TOD funds
- Project leverages a substantial amount of Tax Credit equity and debt
- Imagine pursuing private social investments for a portion of the capital costs.
- Experienced applicant

Imagine Housing will be expected to provide an updated funding application to ARCH in the upcoming round that addresses the items listed under Condition 4.

Special Conditions:

1. Funds will be used for site acquisition and may not be used for any other purpose unless City staff has given written authorization for the alternate use.
2. Submit monitoring reports quarterly providing updates on progress on predevelopment activities and progress in meeting the funding conditions.
3. In the event an updated application for full funding is received during the 2017 funding round, the funding commitment for the funds shall be extended to 18 months from the date of Council approval. An extension may be requested to City or Administering Agency staff no later than sixty (60) days prior to the expiration date. City or Administering Agency staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. In the event an updated application is not received in 2017 or if an evaluation by the Executive Board prior to the fall funding round indicates that funding conditions cannot be met within the 18 month funding



condition period, then the ARCH Executive Board will be authorized to have the funding award expire.

4. Imagine Housing shall reapply to ARCH in the 2017 round for the balance of local funds needed to combine with other sources to fully fund the project. In that application, Imagine Housing shall address the following:
  - Application to County for Transit Oriented Development funding
  - Approaches to significantly reduce the request to public funders through working with the City of Redmond to secure reduced land costs and/or in-lieu payments from adjacent properties
  - Confirm the unit count, unit mix and distribution over income levels and set-asides
  - Updated operating budget including, if any, HOA dues within the Master Plan
  - Demonstrated progress on incorporating a social investment component into the overall project financing
  - Project phasing plan including financing/cash flow plan to cover development expenses for each phase in the event project is developed in phases
  - Amount of parking required by the city for the overall site including the proposed housing and childcare, and as needed a proposal for managing parking
  - Including a non-profit operated childcare facility and explore opportunities for affordable childcare for residents
  - How the Agency will do local targeted marketing outreach to local businesses and community organizations
  - Construction cost estimates
5. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined during the review of the final application and prior to release of funds and must be approved by City or Administering Agency staff. The terms may also include a provision for the Agency to a deferment of a payment subject to approval by Administering Agency or City staff, if certain conditions are met (e.g. low cash flow due to unexpected costs). Any deferred payment would be repaid from future cash flow or at the end of the amortization period.
6. A covenant is recorded ensuring affordability for at least 50 years, with affordability for all income-restricted units at 60% or less and a mix of unit sizes. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, unless otherwise approved by Administering Agency or City staff.
7. Net developer fee shall not exceed ARCH schedule.
8. Imagine Housing shall submit for review and approval a management plan that includes types of services and programs that will be available for the residents, and how it integrates with the operation with the childcare facility. The plan shall also address how parking will be managed on an ongoing basis, and shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; targeted outreach to community; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements.

Standard Conditions:

1. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant for the City's approval. The City shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.
2. The Applicant shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Applicant shall immediately notify City or Administering Agency, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to City or Administering Agency's review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.
4. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the projects are located.
5. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

**ATTACHMENT 1**

**ARCH HOUSING TRUST FUND (HTF) APPLICATIONS  
2016**

<b>Applicant</b>	<b>Funds Requested (Grant/Loan) / Recommendation</b>	<b>Housing Type/ # of units/ bdrms</b>	<b>Income Served</b>	<b>Project Location</b>	<b>Duration of benefit</b>	<b>Total cost per unit</b>	<b>HTF cost per affordable unit</b>	<b>Project completion</b>
Imagine Housing 30Bellevue	\$875,000 Loan 28 Section 8 vouchers  +Impact Fee waivers	Family rental housing  62 50% Homeless 20% Disabled (with 10 of those units overlapping with homeless)	31 @ 30% 16 @ 40% 15 @ 60%	3030 Bellevue Way NE Bellevue	50 Years	\$374,702/unit	\$14,113/unit	Summer 2018
Imagine Housing Esterra (Combined)	\$2,998,046 Loan 16 Section 8 vouchers  +Impact Fee Waivers +Possible MFTE	Family rental Housing  220 20 homeless units	20@ 30% 20 @ 50% 160 @60% 20@ Mkt	156 <sup>th</sup> Ave NE @ NE 27 <sup>th</sup> St Redmond	50 years	\$295,650/unit	\$14,990/unit	Spring 2020

**ATTACHMENT 2**

**ARCH HOUSING TRUST FUND, 2016**

Leveraging Funds - -

	Imagine Housing 30Bellevue		Imagine Housing Esterra (Combined)		TOTAL
Prior ARCH Commitment	\$442,571				\$442,571
New ARCH Request	\$432,429		\$2,998,046		\$3,430,475
<b>ARCH TOTAL</b>	\$ 875,000	4%	\$ 2,998,046	5%	\$ 3,873,046
King County					
Prior KC Commitment					
HOF/HOME/CDBG	\$1,813,533		\$4,300,000		\$6,113,533
2060/2163					
Veterans/Human Services					
TOD			\$7,800,000		
<b>KC TOTAL</b>	\$ 1,813,533	8%	\$ 12,100,000	19%	\$ 13,913,533
Prior WA Commitment					
WA HAP					
WA HTF	\$2,000,000				\$2,000,000
WA HFC (Equity Fund)					
WSHFC Washington Works					
<b>WA TOTAL</b>	\$ 2,000,000	9%	\$ -		\$ 2,000,000
Federal/HUD					\$0
Section 811					\$0
McKinney					\$0
Other (VA Per Diem)					\$0
<b>FEDERAL TOTAL</b>	\$ -	0%			\$ -
<b>Tax Credits</b>	\$13,641,643	59%	\$20,170,000	31%	\$33,811,643
<b>Prior Tax Credit Commitment</b>		0%			\$0
<b>Other Prior</b>		0%			\$0
<b>TCAP</b>		0%			\$0
<b>Bonds</b>		0%			\$0
<b>Bank Loans</b>	\$4,800,000	21%	\$21,555,647	33%	\$26,355,647
<b>Deferred Developer Fee</b>	\$100,000	0%	\$2,519,125	4%	\$2,619,125
<b>Private</b>		0%	\$5,700,000	9%	\$5,700,000
<b>Other</b>	\$1,364	0%			\$1,364
<b>TOTAL COST</b>	\$ 23,231,540	100%	\$ 65,042,818	100%	\$ 88,274,358

**ECONOMIC SUMMARY: IMAGINE HOUSING / 30BELLEVUE**

1. Applicant/Description: New construction of 62 affordable rental units for households including up to 50% of units are for homeless/ and 20% for the disabled

2. Project Location: 3030 Bellevue Way NE, Bellevue

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$442,571	Awarded in 2015
	\$432,429	Applied for in 2016 (plus up to \$400K additional, contingency)
	\$140,120	Fee Waivers
King County	\$1,813,533	Awarded in 2016
Commerce Trust Fund	\$2,000,000	Awarded in 2016
Tax Credits	\$13,641,643	To be applied for in 2017
Private Debt	\$4,800,000	To be applied for in 2017
Deferred Developer Fee/GP Equity	\$101,364	Committed
<b>TOTAL</b>	<b>\$23,371,660</b>	

4. Development Budget:

ITEM	TOTAL	PER UNIT	HTF
Acquisition	\$2,324,000	\$37.484	\$392,571
Construction	\$16,366,444	\$263,975	\$111,630
Design	\$850,000	\$13,710	\$309,181
Consultants	\$275,521	\$4,444	\$38,885
Developer fee	\$1,183,550	\$19,090	
Finance costs	\$865,735	\$13,963	\$15,000
Reserves	\$433,640	\$6,994	
Permits/Fees/Other	\$1,072,770	\$17,303	7,733
<b>TOTAL</b>	<b>\$23,371,660</b>	<b>\$376,962</b>	<b>\$875,000</b>

5. Debt Service Coverage: Debt service payments will be finalized upon commitment. Basic terms will include a 50 year amortization, deferral of payments for a period of approx. 4 years, 1% interest, and ability to request a deferral of annual payment to preserve economic integrity of property.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.

7. Rental Subsidy: 28 Section 8 Vouchers (8 awarded in 2015; balance per King County)

## ATTACHMENT 4

### 2016 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES

SOURCE	PROJECT		
	Imagine Housing 30Bellevue	Imagine Housing Esterra Park	TOTAL
<b>Request</b>	\$ 432,429	\$ 3,115,661	\$ 5,548,090
<b>CAB Recommendation</b>	\$ 832,429 (incl. \$400,000 contingency)	\$ 500,000	\$ 1,332,429
<b>Current Funding</b>			
Sub-Regional CDBG			\$ -
Bellevue			
CDBG			\$ -
General Fund	\$ 356,084	\$ 213,883	\$ 569,967
Clyde Hill			
General Fund	\$ 10,587	\$ 6,359	\$ 16,947
Hunts Point			
General Fund	\$ 1,627	\$ 977	\$ 2,605
Issaquah			
General Fund	\$ 49,907	\$ 29,977	\$ 79,883
Kenmore			
General Fund	\$ 40,163	\$ 24,124	\$ 64,287
Kirkland			
CDBG			\$ -
General Fund	\$ 276,594	\$ 166,137	\$ 442,731
Medina			
General Fund	\$ 8,412	\$ 5,053	\$ 13,465
Mercer Is.			
General Fund	\$ 16,211	\$ 9,737	\$ 25,948
Newcastle			
General Fund	\$ 4,789	\$ 2,877	\$ 7,666
Redmond			
CDBG			\$ -
General Fund	\$ 51,424	\$ 30,888	\$ 82,312
Sammamish			
General Fund	\$ 9,912	\$ 5,954	\$ 15,866
Woodinville			
General Fund	\$ 5,591	\$ 3,358	\$ 8,949
Yarrow Point			
General Fund	\$ 1,126	\$ 676	\$ 1,802
<b>TOTAL</b>	<b>\$ 832,429</b>	<b>\$ 500,000</b>	<b>\$ 1,332,429</b>

**ATTACHMENT 5**

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2015)**

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
<b>1. Family Housing</b>						
Andrews Heights Apartments	Bellevue	Imagine Housing	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardens (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc. *	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	Imagine Housing	14	\$163,333		
Andrew's Glen	Bellevue	Imagine Housing	10 /11	\$387,500		
August Wilson Place	Bellevue ***	LIHI ***	45	\$800,000		
YWCA Family Apartments	Bellevue	YWCA	12	\$100,000		
30 Bellevue	Bellevue	Imagine Housing	52	\$354,056		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond **	Habitat of EKC **	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP **	93	\$525,000		
Terrace Hills	Redmond	Imagine Housing	18	\$442,000		
Village at Overlake Station	Redmond **	KC Housing Authority **	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,187,265		
Coal Creek Terrace	Newcastle **	Habitat of EKC **	12	\$240,837		
RoseCrest (Talus)	Issaquah **	Imagine Housing **	40	\$918,846		
Mine Hill	Issaquah	Imagine Housing	28	\$450,000		
Clark Street	Issaquah	Imagine Housing	30	\$355,000		
Lauren Heights (Iss Highlands)	Issaquah **	Imagine Housing/SRI **	45	\$657,343		
Habitat Issaquah Highlands	Issaquah **	Habitat of EKC **	10	\$318,914		
Issaquah Family Village I	Issaquah **	YWCA **	87	\$4,382,584		
Issaquah Family Village II	Issaquah **	YWCA **	47	\$2,760,000		
Greenbrier Family Apts	Woodinville **	DASH **	50	\$286,892		
Crestline Apartments	Kirkland	Shelter Resources	22	\$195,000		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Francis Village	Kirkland	Imagine Housing	15	\$375,000		
Velocity	Kirkland **	Imagine Housing **	46	\$901,395		
Copper Lantern	Kenmore **	LIHI **	33	\$452,321		
Highland Gardens (Klahanie)	Sammamish	Imagine Housing	54	\$291,281		
Habitat Sammamish	Sammamish** ***	Habitat of KC ***	10	\$853,000		
REDI TOD Land Loan	Various	Various	100 est	\$500,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	87 est	\$615,000		
<b>SUB-TOTAL</b>			<b>2,094</b>	<b>\$24,874,572</b>		54.0% (56%)
<b>2. Senior Housing</b>						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources *	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$2,480,000		
Bellevue Manor / Harris Manor	Bellevue / Redmond	KC Housing Authority	105	\$1,334,749		
Vasa Creek	Bellevue	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	Imagine Housing	24	\$610,000		
Athene (Totem 2)	Kirkland ***	Imagine Housing ***	73	\$880,000		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	Imagine Housing	59	\$900,000		
Providence Senior Housing	Redmond **	Providence **	74	\$2,239,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources **	50	\$196,192		
<b>SUB-TOTAL</b>			<b>669</b>	<b>\$10,349,941</b>		22.4% (19%)

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2015)**

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
<b>3. Homeless/Transitional Housing</b>						
Hopelink Place	Bellevue **	Hopelink **	20	\$500,000		
Chalet	Bellevue	Imagine Housing	4	\$46,667		
Kensington Square	Bellevue	Housing at Crossroads	6	\$250,000		
Andrew's Glen	Bellevue	Imagine Housing	30	\$1,162,500		
August Wilson Place	Bellevue ***	LIHI ***	12	\$200,000		
Sophia Place	Bellevue	Sophia Way	20	\$250,000		
30 Bellevue	Bellevue	Imagine Housing	13	\$88,514		
Men's Shelter	TBD	Congregation for Homeless (C	50	\$700,000		
Dixie Price Transitional Housing	Redmond	Hopelink	4	\$71,750		
Avondale Park	Redmond	Hopelink (EHA)	18	\$280,000		
Avondale Park Redevelopment	Redmond **	Hopelink (EHA) **	60	\$1,502,469		
Petter Court	Kirkland	KITH	4	\$100,000		
Francis Village	Kirkland	Imagine Housing	45	\$1,125,000		
Velocity	Kirkland ***	Imagine Housing ***	12	\$225,349		
Athene (Totem 2)	Kirkland ***	Imagine Housing	18	\$220,000		
Rose Crest (Talus)	Issaquah **	Imagine Housing **	10	\$229,712		
Lauren Heights (Iss Highlands)	Issaquah **	SRI **	5	\$73,038		
Issaquah Family Village I	Issaquah **	YWCA **	10	\$503,745		
<b>SUB-TOTAL</b>			<b>323</b>	<b>\$7,528,743</b>		<b>16.3% (13%)</b>
<b>4. Special Needs Housing</b>						
My Friends Place	K.C.	EDVP	6 Beds	\$65,000		
Stillwater	Redmond	Eastside Mental Health	19 Beds	\$187,787		
Foster Care Home	Kirkland	Friends of Youth	4 Beds	\$35,000		
FOY New Ground	Kirkland	Friends of Youth	6 Units	\$250,000		
DD Group Home 7	Kirkland	Community Living	5 Beds	\$100,000		
Youth Haven	Kirkland	Friends of Youth	10 Beds	\$332,133		
FOY Transitional Housing	Kirkland **	Friends of Youth **	10 Beds	\$252,624		
FOY Extended Foster Care	Kirkland **	Friends of Youth **	10 Beds	\$112,624		
DD Group Home 4	Redmond	Community Living	5 Beds	\$111,261		
DD Group Homes 5 & 6	Redmond/KC (Bothell)	Community Living	10 Beds	\$250,000		
United Cerebral Palsy	Bellevue/Redmond	UCP	9 Beds	\$25,000		
DD Group Home	Bellevue	Residence East	5 Beds	\$40,000		
AIDS Housing	Bellevue/Kirkland	AIDS Housing of WA	10 Units	\$130,000		
Harrington House	Bellevue	AHA/CCS	8 Beds	\$290,209		
DD Group Home 3	Bellevue	Community Living	5 Beds	\$21,000		
Parkview DD Condos III	Bellevue	Parkview	4	\$200,000		
IERR DD Home	Issaquah	IERR	6 Beds	\$50,209		
FFC DD Homes	NE KC	FFC	8 Beds	\$300,000		
Oxford House	Bothell	Oxford/Compass Ctr.	8 Beds	\$80,000		
Parkview DD Homes VI	Bothell/Bellevue	Parkview	6 Beds	\$150,000		
Parkview DD Homes XI	TBD	Parkview	3 Beds	\$200,800		
FFC DD Home II	Kirkland	FFC	4 Beds	\$168,737		
<b>SUB-TOTAL</b>			<b>161 Beds/Units</b>	<b>\$3,352,384</b>		<b>7.3% (12%)</b>
<b>TOTAL</b>			<b>3,247</b>	<b>\$46,105,640</b>		<b>100.0%</b>

\* Funded through Bellevue Downtown Program

\*\* Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)

\*\*\* Amount of Fee Waiver still to be finalized





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

**AB 5264  
March 6, 2017  
Public Hearing**

**PUBLIC HEARING FOR MORATORIUM  
REGARDING DEVELOPMENT OR  
CONSTRUCTION ACTIVITY WITHIN THE I-90  
RIGHT OF WAY PORTION OF THE PUBLIC  
INSTITUTION ZONE**

**Proposed Council Action:**

Conduct Public Hearing for moratorium regarding development or construction activity within the I-90 right of way portion of the Public Institution zone (Ordinance No. 17-05).

<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Ordinance No. 17-05
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

**MORATORIUM PROCESS**

On February 13, 2017, the Mercer Island City Council adopted Ordinance No. 17-05 (see Exhibit 1), establishing an immediate, six-month moratorium on the acceptance, processing, and approval of applications for: (1) any development or construction activity of any type, including the installation or removal of any structure or the removal, demolition or modification of any access ramp, that is inconsistent with, or related to a use other than, the existing public highway use of the Mercer Island I-90 Right of Way in any manner; and (2) any other development within that portion of the Public Institution zone referred to as the Mercer Island I-90 Right of Way.

Moratoria are regulated by RCW 35A.63.220 and 36.70A.390. State law (RCW 35A.13.190) permits an ordinance to become effective immediately in order to protect the public health, public safety, public property, or public peace if passed by a majority plus one of the whole membership of the Council. Ordinance No. 17-05 passed as an emergency by a 7-0 vote of the City Council.

**PURPOSE OF THE MORATORIUM ON DEVELOPMENT IN THE I-90 RIGHT OF WAY PORTION OF THE PUBLIC INSTITUTION ZONE**

The Public Institution (or "P" zone) moratorium applies for up to six months to any and all development and applications for development within that portion of the Public Institution zone referred to as the Mercer Island I-90 Right of Way. The moratorium provides time for the City to review and ultimately adopt amendments to the City's existing zoning code to regulate and potentially mitigate, as appropriate, the use of the Mercer Island I-90 Right of Way for any purposes that may differ from the permitted use as a public highway, such as light rail. The purpose of the moratorium is to bar any construction within that right of way

that is inconsistent with the zoning code while the City considers changes to its zoning code that would allow for other uses.

## PURPOSE OF THE PUBLIC HEARING

The purpose of this public hearing is to satisfy the requirement in state law to hold a public hearing within sixty days of adoption of the moratorium. The public hearing is intended to create a forum for the public and other interested parties to provide testimony to the Council on the advantages or disadvantages of the moratorium and the adopted preliminary findings of fact in support of the establishment of the moratorium in Section 3 of Ordinance No. 17-05. After the public hearing, the Council may adopt additional findings of fact in support of the moratorium at a future date after having considered public testimony.

This moratorium provides staff and the public with time to study the appropriateness of non-public highway uses (such as light rail) within the I-90 Right of Way portion of the Public Institution zone, including consideration of regulations and mitigation measures to avoid traffic congestion and to facilitate adequate provisions for parking and transportation, including but not limited to ensuring safe and convenient pedestrian and bicycle access and connections. Staff proposes to work with the Planning Commission and the public to draft code amendments to potentially lift the moratorium within the initial six-month period. Staff proposes the following work plan to adopt appropriate zoning regulations as called for in the moratorium:

DATE	ACTION
March 6, 2017	City Council Public Hearing on P-zone Moratorium
March 29, 2017	Planning Commission policy discussions on I-90 P-zone Uses
May 17, 2017	Planning Commission review and discussion of proposed P-zone code amendments
June 7, 2017	Planning Commission review and discussion of proposed P-zone code amendments
June 21, 2017	Planning Commission finalizes its recommendation to City Council on proposed P-zone code amendments
July 3, 2017	City Council first reading of ordinance amending P-zone
July 17, 2017	City Council second reading of ordinance amending P-zone
August 11, 2017	The six (6)-month moratorium ends unless extended or resolved

## RECOMMENDATION

*City Attorney*

Conduct Public Hearing for moratorium regarding development or construction activity within the I-90 right of way portion of the Public Institution zone (Ordinance No. 17-05).

**CITY OF MERCER ISLAND  
ORDINANCE NO. 17-05**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
RELATING TO LAND USE AND DEVELOPMENT, ADOPTING AN  
IMMEDIATE, EMERGENCY, SIX-MONTH MORATORIUM ON  
DEVELOPMENT IN A PORTION OF THE PUBLIC INSTITUTION  
ZONING CLASSIFICATION AND DECLARING AN EMERGENCY  
NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM 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, a particular purpose of the City's zoning ordinance is to provide coordinated development, to avoid traffic congestion, to facilitate adequate provisions for transportation, and other public requirements;

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 Public Institution zone applies to that portion of Mercer Island, referred to as the "Mercer Island I-90 Right of Way," but does not authorize and otherwise fails to address other potential uses of the I-90 Right of Way that may differ from the existing use by the Washington State Department of Transportation as a public highway and as otherwise limited in the zoning ordinance; and

WHEREAS, even if that portion of the Public Institution zone applicable to the Mercer Island I-90 Right of Way could be interpreted as allowing for uses other than as a public highway, the existing zoning does not adequately address other potential uses in a manner that would ensure that those uses are consistent with the purposes of the City's zoning ordinance; and

WHEREAS, not amending the City's existing zoning ordinance to allow for the use of the right of way in a manner that may differ from the existing use as a public highway, may prevent other beneficial uses of the right of way, may forestall future development within the right of way and/or may result in development of uses that without adequate mitigation are inconsistent with the purposes of the City's zoning ordinance and contrary to the best interests of the City; and

WHEREAS, uses of the right of way that are different from the existing use as a public highway may undermine the purposes of the zoning ordinance if the City does not adopt and enact specific conditions and permitting requirements that would govern those other potential uses; and

WHEREAS, any changes in the Mercer Island I-90 Right of Way, including the installation of any structure, the removal, modification or demolition of any access ramp, or the change of its current use in any fashion, without the City's imposition of specific conditions and permitting requirements, would be inconsistent with the existing zoning ordinance and inimical to the zoning ordinance's purposes of avoiding traffic congestion and facilitating adequate provisions for transportation, including ensuring safe and convenient pedestrian and bicycle access and connections; and

WHEREAS, the City Council desires to adopt an immediate moratorium on any and all development or any other changes or alterations within that portion of the Public Institution zone referred to as the Mercer Island I-90 Right of Way in order to review and ultimately adopt amendments to the existing zoning ordinance that would regulate and potentially mitigate, as appropriate, the use of such right of way in a manner that may differ from the existing use as a public highway; and

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on development as long as the City Council holds a public hearing on the proposed moratorium 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/or other means to gather information and adopt findings of fact supporting and justifying the moratorium, and to implement a work plan for review of the issues relating to the amendment of its existing zoning ordinance as it relates to that portion of the Public Institution zone consisting of the Mercer Island I-90 Right of Way in order to regulate and mitigate, as appropriate, the use of the right of way in a manner that may differ from the existing use as a public highway;

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

**Section 1. Moratorium Established.** The Mercer Island City Council hereby imposes an immediate, six-month moratorium on the acceptance, processing, and approval of applications for: (1) any development or construction activity of any type, including the installation or removal of any structure or the removal, demolition or modification of any access ramp, that is inconsistent with, or related to a use other than, the existing public highway use of the Mercer Island I-90 Right of Way in any manner; and (2) any other development within that portion of the Public Institution zone referred to as the Mercer Island I-90 Right of Way. It is in the intent of this moratorium to preserve the existing status quo as to that portion of the Mercer Island I-90 Right of Way during the duration of the moratorium. To the extent any such applications are received by the City during the period of this moratorium, they shall be returned to the applicant.

**Section 2. Term of Moratorium.** This is an emergency ordinance. Provided it is approved by a super majority of the entire City Council, the moratorium imposed 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 the moratorium shall automatically expire upon the effective date of land use regulations adopted by the City Council that amend the Mercer Island I-90 Right of Way portion of the Public Institution zoning classification.

**Section 3. Preliminary Findings.** The following preliminary findings of fact are hereby adopted:

- A. The current City zoning classification applicable to that portion of the Public Institution zone, referred to as the Mercer Island I-90 Right of Way, does not account for or otherwise provide for uses beyond the current use of the right of way as a public highway by the Washington State Department of Transportation and otherwise as limited by the existing zoning ordinance.
- B. Any use of the right of way for any other use other than a public highway at present 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 the use of the right of way for another use may prevent other beneficial uses of the right of way and forestall future development within the right of way.
- D. Even if the current City zoning classification applicable to that portion of the Public Institution zone, referred to as the Mercer Island I-90 Right of Way, does allow uses other than as a public highway, the existing zoning does not adequately address other potential uses in a manner that would ensure that those uses are consistent with the purposes of the City's zoning ordinance.
- E. Any changes in the right of way, including the installation of any structure, the removal, demolition or modification of any access ramp, or the change of its current use, would be inconsistent with the existing zoning ordinance and contrary to the zoning ordinance's purposes of avoiding traffic congestion and to facilitate adequate provisions for transportation, including ensuring safe and convenient pedestrian and bicycle access and connections.
- F. Special care and attention must be employed in evaluating, considering, and developing appropriate legislation that satisfactorily addresses the concerns of the City as it pertains to regulating and adequately mitigating, as

appropriate, other uses of the Mercer Island I-90 Right of Way in the Public Institution zone, while also conforming to legal requirements.

- G. 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 4. Conclusion.** Based on the above Findings of Fact, the City Council concludes that the City has the authority to establish a moratorium, and that it is necessary to establish a moratorium in order stop the acceptance, processing, and approval of development applications and/or other development or construction activity, including the installation, demolition, modification or removal of any structure, including any access ramp, that would be inconsistent with the existing use of the Mercer Island I-90 Right of Way. The moratorium is necessary in order 1) to provide the City with an opportunity to more fully engage the citizens; and 2) to allow the City Manager, the Development Services Group staff, and outside consultants, as needed, to produce revised or new development regulations for Planning Commission and City Council consideration as soon as reasonably practicable.

**Section 5. Public Hearing.** A public hearing shall be scheduled for 7:00 p.m. on March 6, 2017, at Mercer Island City Hall, 9611 SE 36<sup>th</sup> 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 moratorium created by this Ordinance and to consider adopting further findings of fact.

**Section 6. 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.12.130). Without an immediate moratorium on the City's acceptance, processing, and approval of development applications and/or other development or construction activity, the City will not be able to approve development of the I-90 Right of Way which differs from the existing use by the Washington State Department of Transportation as a public highway. Even if the City could approve that development under its existing zoning code, the code does not presently include regulations or mitigation measures to ensure the development is undertaken in a manner consistent with the interests of the City or the safety and welfare of its citizens. Therefore, the moratorium established by this Ordinance must be imposed as an emergency measure to protect the public health, safety, and welfare.

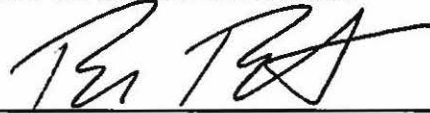
**Section 7. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 8. 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 9. 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, as long as it is approved by a majority plus one of the entire membership of the City Council as required by RCW 35A.12.130. 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.

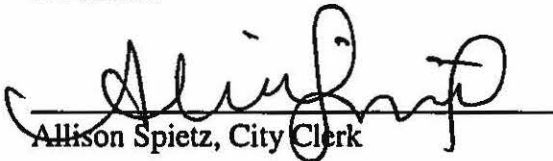
ADOPTED by the City Council of the City of Mercer Island, Washington, at its regular meeting on the 13<sup>th</sup> day of February, 2017, and signed in authentication of its passage.

CITY OF MERCER ISLAND



Bruce Bassett, Mayor

ATTEST:

  
Allison Spietz, City Clerk

Approved as to Form:

  
Kari Sand, City Attorney

Date of Publication: ~~2/22/2017~~  
3/1/2017



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

**AB 5265  
March 6, 2017  
Public Hearing**

**PUBLIC HEARING FOR MORATORIUM  
REGARDING TRANSPORTATION  
CONCURRENCY AND SITING OF ESSENTIAL  
PUBLIC FACILITIES**

**Proposed Council Action:**

Conduct Public Hearing for moratorium regarding transportation concurrency and siting of essential public facilities (Ordinance No. 17-06).

<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Ordinance No. 17-06
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

**MORATORIUM PROCESS**

On February 13, 2017, the Mercer Island City Council adopted Ordinance No. 17-06 (see Exhibit 1), establishing an immediate, six-month moratorium on the acceptance, processing, and approval of applications for building permits, short subdivisions and subdivisions, development agreements, and other permits of any type associated with development, with the exception of design review, that: (1) as determined either by the Code Official or the developer, will cause any locally-owned intersection to decline below the Level Of Service (LOS) standards adopted by the City in the transportation element of its comprehensive plan; or (2) relate to the siting or development of any essential public facility.

Moratoria are regulated by RCW 35A.63.220 and 36.70A.390. State law (RCW 35A.13.190) permits an ordinance to become effective immediately in order to protect the public health, public safety, public property, or public peace if passed by a majority plus one of the whole membership of the Council. Ordinance No. 17-06 passed as an emergency by a 7-0 vote of the City Council.

**PURPOSE OF THE MORATORIUM ON TRANSPORTATION CONCURRENCY AND SITING OF ESSENTIAL PUBLIC FACILITIES**

The six-month moratorium addresses two issues under the Washington Growth Management Act (chapter 36.70A RCW), referred to as "transportation concurrency" and "essential public facilities." The moratorium's intent is to temporarily bar development while the City prepares, considers, and adopts development regulations that address these two issues as provided for by the Growth Management Act.



To comply with the Growth Management Act, specifically RCW 36.70A.070(6)(b), the City must adopt a transportation concurrency ordinance to ensure that the City does not approve of development permits when the proposed development would cause any locally-owned intersections to decline below the City's adopted LOS standards, unless the impacts are adequately mitigated concurrently with the development. This moratorium suspends for up to six months the approval of any development application that may cause a decline in the City's adopted LOS standards until a transportation concurrency ordinance can be prepared, considered and adopted to satisfactorily address the concerns of the City while also conforming to legal requirements.

The moratorium also addresses "essential public facilities" (or "EPF"). Under the Growth Management Act, essential public facilities are those types of facilities that are typically difficult to site. Facilities considered difficult to site include state or regional transportation facilities, state education facilities, state and local correctional facilities, mental health facilities, and high capacity transportation systems, such as light rail. The Growth Management Act allows the City to impose reasonable permitting requirements and require mitigation of an essential public facility's adverse effects. The moratorium applies for up to six months to bar any development of an essential public facilities to provide the ability for the City to review and ultimately adopt amendments to the City's development code that would allow the City to impose reasonable permitting requirements and other conditions that would require mitigation of the essential public facility's adverse effects. The City may not prohibit the expansion of light rail or preclude the siting of light rail facilities on Mercer Island, but may impose reasonable permitting requirements and require mitigation of any adverse effects caused by any light rail facilities.

**PURPOSE OF PUBLIC HEARING**

The purpose of this public hearing is to satisfy the requirement in state law to hold a public hearing within sixty days of adoption of the moratorium. The public hearing is intended to create a forum for the public and other interested parties to provide testimony to the Council on the advantages or disadvantages of the moratorium and the adopted preliminary findings of fact in support of the establishment of the moratorium in Section 3 of Ordinance No. 17-06. After the public hearing, the Council may adopt additional findings of fact in support of the moratorium at a future date after having considered public testimony.

This moratorium provides staff and the public with time to study and review the issues relating to the adoption of a transportation concurrency ordinance and an essential public facilities ordinance. Staff proposes to work with the Planning Commission and the public to draft code amendments to potentially lift the moratorium within the initial six-month period. Staff proposes the following work plan to adopt appropriate regulations as called for in the moratorium:

DATE	ACTION
March 6, 2017	City Council Public Hearing on Transportation Concurrency and Siting of Essential Public Facilities Moratorium
March 29, 2017	Planning Commission policy discussions on Transportation Concurrency and Siting of Essential Public Facilities
May 3, 2017	Planning Commission review and discussion of proposed Transportation Concurrency code amendment
May 17, 2017	Planning Commission review and discussion of proposed Siting of Essential Public Facilities code amendments
June 7, 2017	Planning Commission public hearing on Transportation Concurrency and Siting of Essential Public Facilities code amendments
June 21, 2017	Planning Commission finalizes its recommendation to City Council on proposed Transportation Concurrency and Siting of Essential Public Facilities code amendments
July 3, 2017	City Council first reading of ordinance amending Transportation Concurrency and Siting of Essential Public Facilities Code

DATE	ACTION
July 17, 2017	City Council second reading of Ordinance Amending Transportation Concurrency and Siting of Essential Public Facilities Code
August 11, 2017	The six (6)-month moratorium ends unless extended or resolved

**RECOMMENDATION**

*City Attorney*

Conduct Public Hearing for moratorium regarding transportation concurrency and siting of essential public facilities (Ordinance No. 17-06).

**CITY OF MERCER ISLAND  
ORDINANCE NO. 17-06**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,  
RELATING TO LAND USE AND DEVELOPMENT UNDER THE  
GROWTH MANAGEMENT ACT, ADOPTING AN IMMEDIATE,  
EMERGENCY, SIX-MONTH MORATORIUM ON CERTAIN  
DEVELOPMENT, AND DECLARING AN EMERGENCY  
NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM AND  
ESTABLISHING AN IMMEDIATE EFFECTIVE DATE**

WHEREAS, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW ("GMA"), the City of Mercer Island adopted a Comprehensive Plan in 1994 and has amended the plan on several occasions since that time, including the most recent amendment in 2016; and

WHEREAS, the Transportation Element of Mercer Island's Comprehensive Plan includes numerous Transportation goals and policies to guide transportation decisions for Mercer Island; and

WHEREAS, as required by the GMA, Mercer Island's Comprehensive Plan includes a transportation element that specifies level of service ("LOS") standards for locally-owned intersections within the City; and

WHEREAS, under the GMA, specifically RCW 36.70A.070(6)(b), the City is required to adopt and enforce a transportation concurrency ordinance regulating development that causes the level of service on a locally owned transportation facility to decline below the standards adopted in the Transportation Element of the Comprehensive Plan; and

WHEREAS, the City has not adopted a transportation concurrency ordinance consistent with the GMA; and

WHEREAS, as required by the GMA, the City's Comprehensive Plan also includes a process for identifying and siting essential public facilities; and

WHEREAS, the proposed East Link light rail project is considered an essential public facility under the City's Comprehensive Plan; and

WHEREAS, the regulatory provisions enacted pursuant to the GMA provide that a local jurisdiction may impose reasonable permitting requirements and require mitigation of the essential public facility's adverse effects; and

WHEREAS, the City has not adopted development regulations that implement the comprehensive plan's provisions as to identifying, siting, and regulating essential public facilities; and

WHEREAS, as required by the GMA, the City must adopt a transportation concurrency ordinance and is considering adopting development regulations to address the siting and development of essential public facilities, including mitigation measures as appropriate; and

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on development as long as the City Council holds a public hearing on the proposed moratorium 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/or other means to gather information and adopt findings of fact supporting and justifying the moratorium, and to implement a work plan for review of the issues relating to the adoption of a transportation concurrency ordinance and an essential public facilities ordinance; and

WHEREAS, allowing development to continue before the City Council can adopt new regulations relating to the GMA's concurrency requirements and essential public facilities will result in projects being approved that could cause irreversible damage to the character of the City, violate the City's Comprehensive Plan, and potentially result in the City violating the GMA;

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

**Section 1. Moratorium Established.** The Mercer Island City Council hereby imposes an immediate, six-month moratorium on the acceptance, processing, and/or approval of applications for building permits, short subdivisions and subdivisions, development agreements, and other permits of any type associated with development, with the exception of design review, that: (1) as determined either by the Code Official or the developer, will cause any locally-owned intersection to decline below the LOS standards adopted by the City in the transportation element of its comprehensive plan; or (2) relate to the siting or development of any essential public facility. To the extent any such applications are received by the City, they shall be returned to the applicant.

**Section 2. Term of Moratorium.** This is an emergency ordinance. The moratorium imposed 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 that the moratorium shall automatically expire upon the effective date of land use regulations adopted by the City Council to address both transportation concurrency, as required under RCW 36.70A.070(6)(b), and the siting or development of any essential public facilities, including mitigation measures as appropriate.

**Section 3. Preliminary Findings.** The following preliminary findings of fact are hereby adopted:

- A. That the City of Mercer Island desires to maintain and enhance the character of the City.
- B. That the City has not enacted into law a transportation concurrency ordinance that complies with RCW 36.70A.070(6)(b) or development regulations that account for or otherwise provide for the development of essential public facilities.
- C. If a development is not subject to a transportation concurrency ordinance the development may be contrary to the best interests of the residents of Mercer Island. Similarly, if the development of an essential public facility is not subject to an ordinance imposing reasonable permitting and mitigation of the essential public facility's adverse effects, the development may be contrary to the best interests of the residents of Mercer Island.
- D. If a moratorium on development as provided herein is not imposed, the development would likely impact effective long range planning and result in the status quo not being preserved during consideration of necessary regulations.
- E. It is in the best interests of the health, safety, and welfare of the citizens of Mercer Island to suspend temporarily the acceptance of permit applications for development that would cause a decline of the LOS of a locally-owned intersection below the established standard in the City's comprehensive plan, as well as the acceptance of permit applications relating to the siting and development of any essential public facility.
- F. Allowing development to continue before the City Council can fully adopt new or revise existing regulations for such matters, including a transportation concurrency ordinance and an essential public facilities ordinance, could result in irreversible damage to the City and would be contrary to the GMA and state law.
- G. Special care and attention needs to be employed in evaluating, considering, and developing appropriate legislation that satisfactorily addresses the concerns of the City while also conforming to legal requirements. 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 development in the City is appropriate.

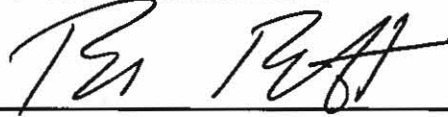
**Section 4. Conclusion.** Based on the above Findings of Fact, the City Council concludes that the City has the authority to establish a moratorium, and that it is necessary to establish a moratorium in order stop the acceptance, processing, and approval of

development applications and/or other development as further identified in this moratorium in order 1) to provide the City with an opportunity to more fully engage the citizens; and 2) to allow the City Manager, the Development Services Group staff, and outside consultants, as needed, to produce revised or new development regulations for City Council consideration as soon as possible.

- Section 5. Public Hearing.** A public hearing shall be scheduled for 7:00 p.m. on March 6, 2017, at Mercer Island City Hall, 9611 SE 36<sup>th</sup> 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 moratorium created by this Ordinance and to consider adopting further findings of fact.
- Section 6. 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.12.130). Without an immediate moratorium on the City's acceptance, processing, and approval of development applications as provided in this Ordinance, the City will continue to be non-compliant with existing State law. Therefore, the moratorium established by this Ordinance must be imposed as an emergency measure to protect the public health, safety, and welfare.
- Section 7. Publication.** This Ordinance shall be published by an approved summary consisting of the title.
- Section 8. 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 9. 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, as long as it is approved by a majority plus one of the entire membership of the City Council as required by RCW 35A.12.130. 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 13<sup>th</sup> day of February, 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: ~~2/22/2017~~  
3/1/2017



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

**AB 5267  
March 6, 2017  
Regular Business**

**I-90 LOSS OF MOBILITY STATUS REPORT**

**Proposed Council Action:**

No action necessary. Receive report.

**DEPARTMENT OF**

City Manager (Julie Underwood)

**COUNCIL LIAISON**

n/a

**EXHIBITS**

1. City of Mercer Island vs. WSDOT and Sound Transit
2. Sound Transit Board Motion Authorizing Litigation (2/17/17)
3. Letter from Sound Transit dated February 17, 2017
4. Letter to Sound Transit dated March 1, 2017
5. March 2016 Terms Sheet
6. Letter to Sound Transit Regarding Shoreline Substantial Development Permit dated February 16, 2017
7. Letter to Sound Transit Regarding Building Permit dated February 22, 2017
8. HB 2129 Handout

**APPROVED BY CITY MANAGER**

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

**SUMMARY**

This June the East Link Project is scheduled to close the I-90 reversible center roadway to begin construction on the light rail line. To replace the loss of the I-90 center roadway, the I-90 mainline between Mercer Island and Seattle will be restriped and lanes narrowed to change the configuration from 3-lanes to 4-lanes in each direction. These new I-90 lanes are referred to as R8A lanes. The traffic analysis for the East Link Project assumed that the R8A lanes would be designated as HOV lanes and that single occupancy vehicles (SOVs) traveling to or from Mercer Island would be allowed to use these lanes.

The City, Washington State Department of Transportation (WSDOT) and Sound Transit have historic agreements dating back to 1976 regarding Mercer Island's SOV use of HOV lanes between Mercer Island and Seattle. Additionally, the Final Environmental Impact Statement (FEIS) anticipated the continued access for SOVs in the new R8A lanes. The impacts of the closure and the resulting loss of mobility were anticipated and have been the subject of negotiations with Sound Transit for over two years.

In August 2016 the Federal Highway Administration (FHWA) informed the City of Mercer Island about the restriction of Mercer Island SOVs from the I-90 R8A lanes, leading to the restriction of SOVs using the Island Crest Way on-ramp to westbound I-90, because it is proposed to connect to a HOV lane. The SOV restriction at the Island Crest Way westbound on-ramp would result in traffic diverting to other I-90 on-ramps, specifically the West Mercer Way on-ramp. This diversion would increase traffic volumes on Mercer



Island local streets and negatively impact traffic operations and safety in and around the Town Center, through school zones and along West Mercer Way.

### **Litigation**

The City has negotiated in good faith with Sound Transit and WSDOT for nearly two years; however, those negotiations have been unsuccessful.

At the February 13, 2017 Council meeting, the Council voted unanimously, 7-0, to take legal actions against WSDOT and Sound Transit. The City filed a complaint with the King County Superior Court that would request the Court delay Sound Transit and WSDOT from closing the I-90 Center Roadway and Island Crest Way until the parties reach an agreement about mobility and access issues for Mercer Island (Exhibit 1).

Subsequently, the Sound Transit Board approved a motion to authorize litigation (Exhibit 2). In addition, the Board sent the City Council a letter in response to the City's recent actions (Exhibit 3). It is worth noting that King County Councilmember Claudia Balducci, the City's representative on the County Council, did not vote in favor of the motion.

The City Council followed with another letter explaining how, from the City's perspective, the negotiations stalled (Exhibit 4). As referenced in the City's letter to Sound Transit, the Terms Sheet is attached as Exhibit 5.

### **Regulatory Authority**

Moreover, the City has suspended the Shoreline Substantial Development Permit (Exhibit 6). The City issued the permit with the condition that the project adhered to the Final Environmental Impact Statement (FEIS). The FEIS "traffic assumed Mercer Island's single occupant vehicles would be able to use the HOV lanes in both directions of I-90 between Seattle and Island Crest Way." The City believes that the change in the project to conform with the FHWA decision requires Sound Transit to prepare a Supplemental EIS (SEIS).

In addition, the City has notified Sound Transit that it is unable to continue reviewing the building permit, and the reasons are outlined in the attached letter (Exhibit 7).

This evening the City Council will conduct two public hearings on the Transportation Concurrency and Essential Public Facilities Moratorium and a Public Institution Zoning Moratorium for up to six months each. These will preserve the status quo and ensure that the expected impacts from diverted traffic will be adequately mitigated and not cause a decline in the City's transportation level of service (LOS) standards for local streets.

### **Legislative Remedy**

As a possible legislative remedy, State Representative Judy Clibborn, has sponsored a bill, HB 2129, to "grandfather" the current westbound I-90 general purpose lanes from the Island Crest Way on-ramp for single occupant vehicles. The attached handout, including a copy of the bill, was provided at the February 21 Council Meeting (Exhibit 8).

### **Communications and Outreach**

Recently the Seattle Times interviewed Deputy Mayor Bertlin for an Editorial Board piece, which was published on February 24: <http://www.seattletimes.com/opinion/editorials/sound-transit-must-heed-merc-islands-transit-concerns/>. The City is pleased with this coverage and will continue to seek opportunities to tell our story.

The City Manager has begun to work closely with Vision Mercer Island. In addition, she continues to meet with various citizens who have offered to assist the City. Furthermore, the City Manager will be arranging meetings with elected officials around the region to tell the Mercer Island story. These meetings will involve the Mayor and/or Councilmembers.

## **RECOMMENDATION**

*City Manager*

No action is required. Receive report.

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SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

CITY OF MERCER ISLAND, a  
Washington municipal corporation,

Plaintiff,

vs.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION, a department of  
the State of Washington; ROGER MILLAR,  
acting in his capacity as the Secretary of the  
Washington State Department of  
Transportation; and CENTRAL PUGET  
SOUND REGIONAL TRANSIT  
AUTHORITY, a Washington regional transit  
authority,

Defendants.

Case No.

VERIFIED COMPLAINT

COMES NOW, the CITY OF MERCER ISLAND, by and through its undersigned  
counsel, and alleges as follows:

**I. INTRODUCTION**

1.1 The City of Mercer Island (Mercer Island) seeks to enforce long-standing and  
binding promises that the Washington State Department of Transportation (WSDOT) and the  
Central Puget Sound Regional Transit Authority (Sound Transit) made to Mercer Island and its  
residents.

1           1.2     In the 1970s, WSDOT proposed a substantial expansion of Interstate 90 (I-90).  
2 Mercer Island (and other cities) objected to the proposal due to the substantial impacts the  
3 widened freeway would cause to the city and its residents. Mercer Island's concerns were  
4 grounded in its unique geographical circumstance. After extensive negotiations among all of the  
5 affected jurisdictions, WSDOT agreed to construct I-90 in a way that both preserved the then-  
6 existing access of Mercer Island traffic to and from the island and minimized traffic impacts on  
7 the island. A critical element of the agreement was that Mercer Island traffic would be allowed  
8 to use the "transit lanes" of I-90 (now referred to as the center lanes), and that WSDOT would  
9 take no future action that would result in a "major change" of I-90 without "prior consultation  
10 with and involvement," of Mercer Island, requiring Mercer Island's "concurrence . . . to the  
11 greatest extent possible under law." The parties documented this in a regional agreement dated  
12 December 1976 (1976 Agreement), a copy of which is attached hereto as exhibit A.

13           1.3     Nearly three decades later, in 2004, WSDOT, Mercer Island, Sound Transit, and  
14 the other signatories amended the 1976 Agreement to allow Sound Transit to develop light rail in  
15 the center lanes, referred to as the East Link light rail project. WSDOT and Sound Transit  
16 promised Mercer Island that they would identify and satisfactorily address any loss of mobility to  
17 and from Mercer Island "prior to the time the center roadway converts" to light rail. In reliance  
18 on that binding pledge, Mercer Island agreed to give up its existing contractual right to use the  
19 center lanes. The parties documented this in a regional agreement dated August 2004 (2004  
20 Amendment), a copy of which is attached hereto as exhibit B.

21           1.4     WSDOT and Sound Transit have chosen to ignore their long-standing promises to  
22 Mercer Island and its residents. They have announced their intention to close the center lanes in  
23 the immediate future, but have not satisfactorily addressed the loss of mobility and substantial  
24 impacts that the closure of those lanes will have on Mercer Island and its residents. They have  
25 failed to adequately study, assess, and mitigate the impacts of this project on Mercer Island and

1 its residents as required by the State Environmental Policy Act and the Growth Management Act.  
2 Because Mercer Island and its residents imminently will suffer significant and irreparable harm,  
3 Mercer Island has no choice but to seek to enforce the agreements WSDOT and Sound Transit  
4 made decades ago and to require compliance with statutory requirements and legislative  
5 directives.

## 6 II. PARTIES

7 2.1 The City of Mercer Island is a municipal corporation formed and existing under  
8 the laws of the State of Washington and chapter 35A.13 RCW. The City of Mercer Island is  
9 pursuing this lawsuit for the interests of itself and the residents and businesses of Mercer Island.

10 2.2 The Central Puget Sound Regional Transit Authority (Sound Transit) is a regional  
11 transit authority formed and existing under the laws of the State of Washington and chapter  
12 81.112 RCW.

13 2.3 The Washington State Department of Transportation (WSDOT) is a department of  
14 the State of Washington and acts on its own behalf, the State of Washington, and as the  
15 successor to the Washington State Transportation Commission pursuant to RCW 47.01.031.

16 2.4 Roger Millar is the Secretary of the Washington State Department of  
17 Transportation and is sued solely in his capacity as the Secretary, in which capacity he acted at  
18 all relevant times.

## 19 III. JURISDICTION AND VENUE

20 3.1 The Court has jurisdiction over this matter and the parties pursuant to RCW  
21 2.08.010.

22 3.2 Venue is proper pursuant to RCW 4.12.025 because Sound Transit transacts  
23 business in King County, pursuant to RCW 4.92.010 because an action against a department of  
24 the State of Washington may be commenced in any county where venue is proper as to any other  
25 defendant, and pursuant to RCW 34.05.514 because the City of Mercer Island is located in King

1 County.

2 **IV. BACKGROUND FACTS**

3 **4.1 The City of Mercer Island.** The City of Mercer Island is located in King  
4 County, Washington. Mercer Island is a family-oriented community consisting principally of  
5 residential neighborhoods. It is home to over 24,000 residents. Mercer Island also has numerous  
6 businesses that serve both the island community and others in the region.

7 **4.2 Mercer Island and its residents are committed to helping the Puget Sound region**  
8 **address its transportation needs.** In support of the region's transportation goals, it has actively  
9 supported light rail and sought to facilitate the construction and implementation of the light rail  
10 system. Mercer Island residents and businesses will pay tens of millions of dollars in property,  
11 sales, use, and motor vehicle excise taxes to Sound Transit in the coming years. Mercer Island  
12 intends to continue supporting the region's transportation needs, but cannot be unfairly burdened  
13 or inequitably treated in light of the prior commitments and promises made to Mercer Island and  
14 its residents.

15 **4.3 Mercer Island and its Mobility.** Mercer Island is geographically unique in the  
16 State of Washington. Mercer Island is surrounded by Lake Washington with extremely limited  
17 access. The only roadway accessing Mercer Island is I-90, and there is no other readily available  
18 method to travel to and from the island. There is no ferry nor any other road between the island  
19 and the mainland.

20 **4.4 Because of its geographic isolation, Mercer Island always has sought to preserve**  
21 **accessibility to and from Mercer Island for its residents, workers, businesses, and visitors.** That  
22 accessibility today depends entirely on I-90. Many Mercer Island residents work or travel to  
23 nearby cities and locations on a daily basis. Mercer Island businesses depend heavily on their  
24 customers having the ability to travel to and from Mercer Island. Many other people live  
25 elsewhere but work on Mercer Island and travel daily to their places of employment. On an

1 average weekday, over 157,000 vehicles travel on I-90 between Mercer Island and Seattle. The  
2 vehicles and persons traveling to and from Mercer Island have no other option but to use I-90.

3           **4.5 1976 Agreement.** In the mid-1970s, the Washington State Highway  
4 Commission, now known as WSDOT, proposed a redesign and significant expansion of I-90.  
5 All of the affected jurisdictions, including the cities of Seattle, Bellevue, and Mercer Island,  
6 objected to the proposed redesign and expansion. Mercer Island was concerned about the  
7 construction impacts, property loss, environmental impacts, and that an expanded highway  
8 would result in higher traffic volumes, hampering the ability of people to get on and off the  
9 island, in addition to disrupting traffic on the island.

10           **4.6** Based on its concerns, Mercer Island requested that the Highway Commission  
11 dedicate a lane on the proposed expanded highway to use by Mercer Island traffic to preserve  
12 existing mobility. The City of Seattle objected to the Highway Commission's proposal based on  
13 the number of proposed lanes and the impacts the expanded highway would cause on Seattle's  
14 neighborhoods. The City of Bellevue favored an expanded highway, but objected to Mercer  
15 Island being provided access that differed from other users. The disagreement among the  
16 affected jurisdictions and the Highway Commission extended for years, causing the proposed  
17 expansion of I-90 to be highly in doubt.

18           **4.7** Through extended rounds of negotiation and mediation, the affected jurisdictions  
19 and the Highway Commission resolved their differences and reached an agreement on the  
20 proposed I-90 expansion. Each affected jurisdiction and the Highway Commission compromised  
21 its position in consideration of the mutual promises made by the others. They memorialized their  
22 agreement in the 1976 Agreement.

23           **4.8** In the 1976 Agreement, Mercer Island relinquished its demand for a lane  
24 dedicated exclusively to Mercer Island traffic. In consideration of Mercer Island's compromise,  
25 the parties agreed that all Mercer Island traffic would be provided access to the "transit lanes" of

1 the proposed expanded I-90 highway. 1976 Agreement ¶ 1(e), at 4. These lanes are now  
2 referred to as the center lanes. The parties' agreement recognized Mercer Island's unique  
3 geographical limitations and the mutual desire to preserve Mercer Island's then-existing  
4 mobility. The 1976 Agreement also addressed the concerns of the other affected jurisdictions,  
5 providing accommodations to the City of Seattle and the City of Bellevue to resolve their  
6 objections and secure their agreement.

7 4.9 Apart from addressing the proposed expansion of I-90, the affected jurisdictions  
8 and the Highway Commission also resolved how the region would treat future development of  
9 the I-90 corridor to avoid future disputes. The parties agreed that any subsequent change to the  
10 "mode of operation" of I-90 must account for the particular needs of the affected jurisdictions,  
11 including "equitable access for Mercer Island." Moreover, the concurrence of Mercer Island and  
12 the other parties to the agreement would be a "prerequisite" to any future changes:

13 This agreement represents substantial accommodations by the parties of positions  
14 held heretofore. Such accommodations were made in order to achieve a  
15 unanimous agreement upon which to proceed with the design and construction of  
16 I-90 and related projects. This agreement, therefore, sets forth the express intent of  
17 the existing governing bodies that the parties to this agreement understand that  
18 their respective governing bodies are limited in the degree to which they can bind  
19 their successors with respect to the exercise of governmental powers vested in  
20 those governing bodies by law. Accordingly, the Commission will **take no action**  
21 which would result in a major change in either the operation or the capacity of the  
22 I-90 facility **without** prior consultation with and **involvement of the other parties**  
23 **to this agreement**, with the intent that **concurrence of the parties be a**  
24 **prerequisite to Commission action** to the greatest extent possible under law.

25 1976 Agreement ¶ 14, at 12-13 (emphasis added).

4.10 Mercer Island, its residents, and its businesses, have relied on the commitments  
contained in the 1976 Agreement. People have chosen to live and work on Mercer Island,  
purchase homes, and operate businesses knowing that their mobility would be preserved and  
that, if there were changes to I-90, those changes would not occur without considering and  
adequately addressing the impacts the changes would have on the ability to access and travel



1 within Mercer Island, and without Mercer Island's concurrence as a condition of any change.

2 4.11 Based on the commitments memorialized in the 1976 Agreement, Mercer Island  
3 has borne the burden of having an expanded eight-lane transcontinental highway crossing and  
4 dividing its island. For years, Mercer Island and its residents experienced significant  
5 construction activity while WSDOT expanded I-90. Since its completion, Mercer Island and its  
6 residents have endured for decades the impacts caused by a highway dividing the island with  
7 over 150,000 vehicles passing through their city daily.

8 4.12 **2004 Amendment.** In 1993, Sound Transit was formed and it immediately began  
9 plans to create a light rail system to serve the Puget Sound region. As part of its system, Sound  
10 Transit proposed using I-90 as the route for light rail to cross Lake Washington as part of what is  
11 referred to as the East Link.

12 4.13 In 2004, the parties to the 1976 Agreement and Sound Transit entered into an  
13 amendment of it to allow Sound Transit to develop High Capacity Transit in the center lanes of  
14 I-90, which would require closure of the center lanes to vehicular traffic (the 2004 Amendment).  
15 Because the 1976 Agreement provided Mercer Island the contractual right to use the center  
16 lanes, Mercer Island agreed to the 2004 Amendment based on WSDOT and Sound Transit  
17 "recogniz[ing] the I-90 facility as . . . the only means of mobility to and from Mercer Island,"  
18 and their commitment, before closure of the center lanes occurred, to satisfactorily address  
19 impacts to that mobility that would be caused by the closure of the center lanes. 2004  
20 Amendment at 2, 4.

21 4.14 The 2004 Amendment provides in part:

22 **To the extent of any loss of mobility to and from Mercer Island** based on the  
23 outcome of studies, additional transit facilities and services such as additional bus  
24 service, parking available for Mercer Island residents, **and other measures shall**  
25 **be identified and satisfactorily addressed** by the [Washington State Highway]  
Commission, in consultation with the affected jurisdictions pursuant to paragraph  
14 of the [1976] Agreement, **prior to the time** the center roadway converts to  
High Capacity Transit.

1 2004 Amendment at 4 (emphasis added).

2 4.15 The 1976 Agreement and the 2004 Amendment were vital for the Puget Sound  
3 region and the State of Washington, allowing the affected jurisdictions and WSDOT to resolve a  
4 complex transportation issue. The 1976 Agreement and the 2004 Amendment facilitated the  
5 construction and expansion of the I-90 highway, created the conditions that would allow for the  
6 extension of the light rail system to areas east of Seattle, and protected the specific and unique  
7 interests of all of the parties to the agreements. The agreements reflect a careful balance of  
8 regional projects and the burdens that those projects have on particular jurisdictions. The 1976  
9 Agreement and the 2004 Amendment serve as a standard for regional cooperation among  
10 governmental entities addressing significant and contentious issues.

11 4.16 Until very recently, WSDOT and Sound Transit reaffirmed their obligations under  
12 the 1976 Agreement and the 2004 Amendment to preserve the mobility of Mercer Island and its  
13 residents. In 2006, WSDOT reassured Mercer Island that it would “honor our understanding of  
14 the agreement reached by the signatories regarding Mercer Island access to HOV [high  
15 occupancy vehicle] lanes.” In 2005, Sound Transit confirmed that the 2004 Amendment  
16 “commits Sound Transit to the guiding principles for implementing [High Capacity Transit] in  
17 the I-90 roadway.” More recently, in July 2015, Sound Transit committed itself “to work with  
18 the City of Mercer Island [and] the Mercer Island public . . . to identify issues to be addressed  
19 with regard to implementation of and access to East Link light rail . . . , including obligations  
20 under the 2004 Amendment . . . and other matters involving the East Link light rail that directly  
21 impact the City of Mercer Island.”

22 4.17 **Requirements by the State Legislature.** As contemplated by the 2004  
23 Agreement and to accommodate traffic displaced from the center lanes by construction of light  
24 rail, WSDOT is constructing two additional lanes on the outer lanes of I-90. This project is  
25 referred to as “R8A” and the to-be-constructed lanes are referred to as the “R8A lanes.”

1           4.18    The parties to the 2004 Amendment contemplated that one method to partially  
2 maintain mobility to and from Mercer Island was for WSDOT to dedicate the R8A lanes to  
3 transit, high occupancy vehicles, and Mercer Island traffic, as the parties had agreed to allow for  
4 the center lanes in the 1976 Agreement.

5           4.19    The Washington State Legislature specifically conditioned WSDOT's expenditure  
6 of R8A construction funds and WSDOT's transfer of the center lanes to Sound Transit on  
7 allowing Mercer Island traffic to use the R8A lanes. In its 2008 budget appropriation for the  
8 R8A project, the Legislature enacted a law with explicit direction to WSDOT:

9           Expenditure of the funds on construction is **contingent upon** revising the access plan  
10 for Mercer Island traffic **such that Mercer Island traffic will have access to the outer**  
11 **roadway high occupancy vehicle (HOV) lanes** during the period of operation of such  
12 lanes following the removal of Mercer Island traffic from the center roadway and prior  
13 to conversion of the outer roadway HOV lanes to high occupancy toll (HOT)  
14 lanes. Sound Transit **may only have access** to the center lanes when alternative R8A is  
15 complete.

16           Laws of 2008, ch. 121, § 306(3) (emphasis added). In 2009, the Legislature enacted the same  
17 law in appropriating funds for the R8A project, reaffirming that:

18           Expenditure of the funds on construction is **contingent upon** revising the access plan  
19 for Mercer Island traffic **such that Mercer Island traffic will have access to the outer**  
20 **roadway high occupancy vehicle (HOV) lanes** during the period of operation of such  
21 lanes following the removal of Mercer Island traffic from the center roadway and prior  
22 to conversion of the outer roadway HOV lanes to high occupancy toll (HOT)  
23 lanes. Sound Transit **may only have access** to the center lanes when alternative R8A is  
24 complete.

25           Laws of 2009, ch. 8, § 304(3) (emphasis added).

          4.20    **Federal Highway Administration Action.** WSDOT has had a contractual  
obligation since 1976 to address the loss of mobility to and from Mercer Island prior to the  
closure of the center lanes. The State Legislature in 2008 and 2009 directed WSDOT to allow  
Mercer Island traffic to access the to-be-completed R8A lanes as a method to partially address  
the loss of mobility caused by closure of the center lanes. Yet despite that knowledge, WSDOT

1 only recently concluded it should seek approval from the Federal Highway Administration  
2 (FHWA) to allow Mercer Island traffic to use the R8A lanes.

3 4.21 By letter dated August 5, 2016, FHWA refused to issue the requested exemption  
4 from statutory restrictions on the use of the R8A lanes if WSDOT designates them HOV.  
5 Nonetheless, WSDOT has stated it intends to designate the R8A lanes HOV, thus barring the  
6 vast majority of Mercer Island traffic from the R8A lanes and the primary I-90 access ramps,  
7 despite the Legislature's explicit directives to the contrary.

8 4.22 **Non-Compliance with the State Environmental Policy Act.** As required by the  
9 State Environmental Policy Act, in July 2011, WSDOT and Sound Transit issued what purports  
10 to be a final Environmental Impact Statement (EIS) for Sound Transit's East Link light rail  
11 project. But in analyzing the environmental impacts caused by the closure of the center lanes,  
12 WSDOT and Sound Transit's traffic analysis explicitly assumed all Mercer Island traffic would  
13 be able to use the R8A lanes. WSDOT and Sound Transit have not prepared any analysis or a  
14 supplemental EIS to address the known significant adverse environmental impacts caused by  
15 barring the vast majority of Mercer Island traffic from the R8A lanes and from critical access  
16 ramps to and from Mercer Island.

17 4.23 **WSDOT's and Sound Transit's Lack of Action.** Despite their contractual and  
18 statutory obligations, WSDOT and Sound Transit have done nothing to meaningfully address the  
19 loss of mobility or impacts that will occur on Mercer Island prior to the closure of the center  
20 lanes and elimination of access ramps to I-90. WSDOT has made no effort to comply with the  
21 Legislature's directive to ensure that Mercer Island traffic has access to the R8A lanes before it  
22 transfers the center lanes to Sound Transit. WSDOT and Sound Transit have the ability to  
23 address the loss of mobility and impacts, including designating the R8A lanes as managed lanes  
24 or express lanes, constructing additional ramps to access I-90 from Mercer Island and vice-versa,  
25 preserving Mercer Island traffic's access to particular I-90 ramps, closing the center lanes later in

1 the process of constructing the East Link light rail project, and providing parking dedicated to  
2 Mercer Island residents.

3           **4.24 Loss of Mobility and Impacts.** Closure of the center lanes and elimination of  
4 certain access ramps to I-90 is imminent. WSDOT and Sound Transit intend to close the center  
5 lanes in June 2017 and have refused to delay the closure, notwithstanding that light rail will not  
6 become operational for at least six years. Simultaneously, WSDOT and Sound Transit intend to  
7 eliminate westbound access to I-90 from the sole primary arterial on Mercer Island (Island Crest  
8 Way) and another significant arterial (77th Street), removing the two primary and critical  
9 methods by which Mercer Island traffic has accessed I-90 over the last four decades.

10           **4.25** By simultaneously closing the center lanes, removing critical access ramps, and  
11 closing other key facilities (including the South Bellevue Park and Ride), all without  
12 implementing any mitigation measures before these changes occur, WSDOT and Sound Transit  
13 will cause Mercer Island to suffer significant and adverse impacts on the existing mobility to,  
14 from, and on Mercer Island.

15           **4.26** Among other impacts, traffic to and from Mercer Island will be unable to use I-90  
16 in a manner even close to the existing uses. Mercer Island traffic will face substantial delays to  
17 access I-90, the only route to and from Mercer Island. Traffic on local intersections and streets  
18 will exceed capacity, resulting in many intersections falling below the adopted minimum level of  
19 service, in violation of the Growth Management Act. The closure of the center lanes and  
20 elimination of access ramps will redirect traffic on Mercer Island to residential streets, some with  
21 school crosswalks, that are not designed to handle the significant increase in traffic volume.  
22 Passenger vehicles, commercial vehicles, and freight trucks will be forced into areas that lack  
23 minimum safety and traffic improvements. The safety of Mercer Island children, pedestrians,  
24 bicyclists, and automobile users will be compromised as a result.

25           **4.27** The future operation of a light rail system will not resolve these impacts. Sound

1 Transit states that the light rail system will not become operational until 2023, if not later.  
2 During the six-year (or more) construction period, Mercer Island residents and businesses will  
3 have no way to ameliorate the loss of mobility or impacts. Nor will any future light rail system  
4 eliminate the loss of mobility and the impacts to lives and safety that the closure of the center  
5 lanes and access ramps will cause now or in the future.

6 4.28 If the closure of the center lanes occurs without satisfactorily addressing the loss  
7 of mobility beforehand, Mercer Island will forever lose the contractual rights that it specifically  
8 bargained for and accepted as a compromise in the 1976 Agreement and the 2004 Amendment.  
9 Closure of the center lanes will be contrary to the Legislature's specific directives to WSDOT  
10 not to transfer the center lanes to Sound Transit until Mercer Island traffic is provided access to  
11 the R8A lanes. If WSDOT and Sound Transit do not honor the promises they made to Mercer  
12 Island decades ago, their breaches will be an affront to the regional cooperation that is critical if  
13 the Puget Sound region is to continue to grow and develop in a sustainable and equitable manner.

14 **V. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**  
15 (against WSDOT and Sound Transit)

16 5.1 Mercer Island realleges the above paragraphs.

17 5.2 WSDOT and Sound Transit have breached their contractual obligations under the  
18 1976 Agreement and the 2004 Amendment in that the closure of the center lanes is imminent and  
19 WSDOT and Sound Transit have not adequately or fairly consulted Mercer Island about the  
20 closure; have not obtained Mercer Island's concurrence in the terms of that decision; and have  
21 taken no meaningful steps to identify and satisfactorily address the loss of mobility to and from  
22 Mercer Island prior to that closure.

23 5.3 Sound Transit's and WSDOT's failures to meet their obligations will cause  
24 Mercer Island irreparable harm and damage unless they are required to specifically perform their  
25 obligations.

1                                 **VI. SECOND CAUSE OF ACTION – DECLARATORY JUDGMENT**  
2   (below WSDOT and Sound Transit)

3                 6.1     Mercer Island realleges the above paragraphs.

4                 6.2     The Declaratory Judgments Act entitles Mercer Island, as an entity interested  
5     under a “written contract or other writings constituting a contract” to “obtain a declaration of  
6     rights, status, or other legal relations” based on that contract. RCW 7.24.020.

7                 6.3     Mercer Island is entitled to a declaration that the 1976 Agreement and the 2004  
8     Amendment require that, prior to the closure of the center lanes, WSDOT and Sound Transit  
9     must adequately and fairly consult Mercer Island; obtain Mercer Island’s concurrence in the  
10    terms of that decision; and identify and satisfactorily address the loss of mobility to and from  
11    Mercer Island prior to that closure.

12                                 **VII. THIRD CAUSE OF ACTION – PROMISSORY ESTOPPEL**  
13   (below WSDOT and Sound Transit)

14                 7.1     Mercer Island realleges the above paragraphs.

15                 7.2     WSDOT and Sound Transit promised Mercer Island that they would preserve the  
16     mobility to and from Mercer Island prior to the closure of the center lanes. WSDOT and Sound  
17     Transit reasonably should have expected that their promises would cause Mercer Island to  
18     change its position in reliance on their promises.

19                 7.3     Mercer Island changed its position in justifiable reliance on the promises provided  
20     by WSDOT and Sound Transit. Among other things, Mercer Island agreed to withdraw its  
21     objections to the original proposed expansion and redesign of I-90, to consent to the proposed  
22     closure of the center lanes to allow the construction and installation of a High Capacity  
23     Transportation system, and to forego its contractual right that traffic to and from Mercer Island  
24     could use the center lanes.

25                 7.4     Injustice only can be avoided by enforcing the promises made by WSDOT and  
   Sound Transit.

1 **VIII. FOURTH CAUSE OF ACTION – WRIT OF MANDAMUS**  
2 (against WSDOT and Secretary Millar)

3 8.1 Mercer Island realleges the above paragraphs.

4 8.2 RCW 7.16.160 provides that the Court may issue a writ of mandamus to compel  
5 the performance of an act which the law especially enjoins as a duty resulting from an office,  
6 trust, or station.

7 8.3 By statute, the Legislature conditioned its appropriations for the R8A project on  
8 WSDOT ensuring that Mercer Island traffic would be allowed access to the new R8A lanes upon  
9 closure of the center lanes. WSDOT and Secretary Millar had an obligation to fulfill the  
10 condition imposed on the appropriation. WSDOT and Secretary Millar are subject to a clear  
11 duty to act in the manner as directed by the Legislature.

12 8.4 Mercer Island has no plain, speedy, and adequate remedy in the law to compel  
13 WSDOT and Secretary Millar to comply with the statutory directive. Mercer Island is  
14 beneficially and specially interested as it is referenced specifically in the statute as the intended  
15 beneficiary of the statutory directive. WSDOT's and Secretary Millar's statutory duties to  
16 Mercer Island can be enforced only by an order compelling WSDOT's and Secretary Millar's  
17 performance.

18 8.5 Mercer Island is entitled to a writ commanding WSDOT and Secretary Millar to  
19 allow Mercer Island traffic to use the new R8A lanes when the center lanes are closed.

20 **IX. FIFTH CAUSE OF ACTION – WRIT OF PROHIBITION**  
21 (against WSDOT and Secretary Millar)

22 9.1 Plaintiff Mercer Island realleges the above paragraphs.

23 9.2 RCW 7.16.290 provides that the Court may issue a writ of prohibition to restrain  
24 the unauthorized exercise of executive and administrative power.

25 9.3 By statute, the Legislature prohibited WSDOT and Secretary Millar from  
allowing Sound Transit access to the center lanes until "alternative R8A is complete." By the



1 same statute, the Legislature described its requirements for “alternative R8A,” that “Mercer  
2 Island will have access to the outer roadway high occupancy vehicle (HOV) lanes.” WSDOT  
3 and Secretary Millar are subject to a clear duty not to act contrary to this statutory directive.

4 9.4 Mercer Island has no plain, speedy, and adequate remedy in the law to prohibit  
5 this unlawful action by WSDOT and Secretary Millar. Mercer Island is beneficially and  
6 specially interested as it is referenced specifically in the statute as the intended beneficiary of the  
7 statutory directive. WSDOT’s and Secretary Millar’s statutory duties to Mercer Island can be  
8 enforced only by an order prohibiting WSDOT and Secretary Millar from allowing Sound  
9 Transit access to the center lanes until they comply with the statutory directive.

10 9.5 Mercer Island is entitled to a writ commanding WSDOT and Secretary Millar to  
11 desist and refrain from granting Sound Transit access to the center lanes until Mercer Island  
12 traffic is allowed to use the new R8A lanes.

13 **X. SIXTH CAUSE OF ACTION – VIOLATION OF**  
14 **STATE ENVIRONMENTAL POLICY ACT**  
15 (against WSDOT and Sound Transit)

16 10.1 Mercer Island realleges the above paragraphs.

17 10.2 The State Environmental Policy Act (SEPA) requires an agency to prepare a  
18 supplemental EIS if there are “[s]ubstantial changes to a proposal so that the proposal is likely to  
19 have significant adverse environmental impacts” or there is “[n]ew information indicating a  
20 proposal’s probable significant adverse environmental impacts” not “covered by the range of  
21 alternatives and impacts analyzed in the existing environmental documents.” WAC 197-11-  
22 600(3)(b).

23 10.3 The final EIS WSDOT and Sound Transit prepared for the East Link light rail  
24 project expressly assumed that all Mercer Island traffic would be allowed to use the R8A lanes  
25 upon closure of the center lanes, and identified environmental impacts and necessary mitigation  
based on that assumption.



1           1.       That the Court enjoin and otherwise prohibit WSDOT and Sound Transit from  
2 closing the center lanes or otherwise taking action that would result in a major change in the  
3 operation or capacity of I-90 prior to identifying and satisfactorily addressing the loss of mobility  
4 to and from Mercer Island as set forth in the parties' agreements;

5           2.       That the Court award specific performance to Mercer Island to require and  
6 compel WSDOT and Sound Transit to identify and satisfactorily address the loss of mobility to  
7 and from Mercer Island as set forth in the parties' agreements;

8           3.       That the Court declare that prior to the closure of the center lanes, WSDOT and  
9 Sound Transit must fairly and reasonably consult Mercer Island about the closure; obtain Mercer  
10 Island's concurrence in the terms of that decision; and identify and satisfactorily address the loss  
11 of mobility to and from Mercer Island.

12          4.       That the Court issue a writ of mandamus commanding WSDOT and Secretary  
13 Millar to provide Mercer Island traffic the access to the new R8A lanes upon closure of the  
14 center lanes;

15          5.       That the Court issue a writ commanding WSDOT and Secretary Millar to cease  
16 and desist from granting Sound Transit access to the center lanes until Mercer Island traffic is  
17 allowed to access the new R8A lanes;

18          6.       That the Court order WSDOT and Sound Transit to prepare a supplemental EIS  
19 for the East Link project that accurately identifies the environmental impacts and mitigation  
20 required for the project;

21          7.       That the Court enjoin and otherwise prohibit Sound Transit from performing any  
22 further work on the East Link light rail project until such time that WSDOT and Sound Transit  
23 have prepared a supplemental EIS for the project that accurately identifies the environmental  
24 impacts and mitigation required for the project;

25          8.       That, as an alternative remedy, the Court award damages to Mercer Island in the

1 amount to be proven at trial; and

2 9. That the Court grant such other relief as is equitable and just.

3 Dated this 16<sup>th</sup> day of February, 2017.

4 OFFICE OF THE CITY ATTORNEY  
5 CITY OF MERCER ISLAND

6 

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11 By 

12 Timothy G. Leyh, WSBA No. 14853  
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15 *Attorneys for Plaintiff City of Mercer Island*

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**VERIFICATION**

I, Julie Underwood, declare as follows:

I am the City Manager of plaintiff City of Mercer Island. I have personal knowledge of the City of Mercer Island and its activities, including those set out in the foregoing Verified Complaint and if called on to testify I would competently testify as to the matters stated herein.

I verify under penalty of perjury under the laws of the State of Washington that the factual statements in this Verified Complaint concerning Mercer Island and its activities are true and correct.

Dated this 16th day of February, 2017, at Mercer Island, Washington.

  
Julie Underwood

# Exhibit A

MEMORANDUM AGREEMENT

City of Seattle  
City of Mercer Island  
City of Bellevue  
King County  
Metro  
Washington State Highway Commission

December, 1976

MEMORANDUM AGREEMENT

WHEREAS, the cities of Seattle, Mercer Island and Bellevue; the Municipality of Metropolitan Seattle (hereinafter "Metro"); and King County by and through their respective councils and the Washington State Highway Commission (hereinafter "the Commission") desire to resolve the disputes which have surrounded the plans to construct an improved Interstate 90 (I-90) facility between Interstate 405 (I-405) and Interstate 5 (I-5); and

WHEREAS, there is a desire to create an environment of cooperation in which agreement is reached among all parties concerned relative to the design of the I-90 facility and related transportation projects; and

WHEREAS, the decisions of the Ninth Circuit Court of Appeals of the United States District Court for the Western District of Washington have required that all alternatives to the proposed highway be studied; and

WHEREAS, all parties hereto state that they have reviewed the proposed highway development and all currently available alternatives to it, including the option of withdrawal and substitution; and

WHEREAS, the I-90 facility from I-405 to I-5, when constructed, must contain all of the social and environmental amenities included in the Commission's previously adopted plans and modifications thereof contained in the Findings and Order of the Board of Review in order to be acceptable to all jurisdictions; and



WHEREAS, the parties believe that construction of the agreed upon I-90 facility will be of definite advantage to all four local jurisdictions because it will provide an excellent transit way between Seattle, Mercer Island and Bellevue; it will eliminate the dangerous three-one reversible lane operation presently employed in that corridor; it will provide improved truck access from the east to Seattle's south industrial/commercial area and port; it will provide improved capacity in the off-peak direction; it will probably provide an improved facility sooner than other approaches; it will provide access to and from I-90 and I-5 south of downtown Seattle eliminating traffic presently going through Beacon Hill residential areas; it will provide many jobs for our citizens during the period of construction; and it will repair the corridor and help knit together the communities now split by U.S. 10 west of the Mount Baker ridge and across Mercer Island; and

WHEREAS, the parties have concluded that withdrawal and substitution is not a desirable option because it would double the local matching monies required and because Mercer Island and Seattle find unacceptable a major highway/transit I-90 facility without extensive environmental amenities which amenities might not be funded under the withdrawal and substitution alternative; and

WHEREAS, it is in the best interest of the citizens of the Puget Sound area and the State of Washington that this segment of I-90 be completed in an expeditious manner; and

WHEREAS, all jurisdictions believe that sufficient public hearings have been held on the project and that no further hearings should be held unless legally required; and

WHEREAS, the parties desire to identify and establish a reasonable assurance of construction of certain priority public transportation facilities which are contained in the 1990 Transportation System Plan for the Central Puget Sound Region and which serve to ensure that I-90 functions as an integral part of the region's transportation system; and

WHEREAS, the parties desire to ensure that these future improvements are consistent with the goals and policies for regional development presently under consideration by the Puget Sound Council of Governments (hereinafter "PSCOG") and the subsequent subregional land use element of the Regional Development Plan for the Central Puget Sound Region;

NOW THEREFORE, in consideration of the mutual and reciprocal benefits accruing to each of the parties hereto, it is hereby agreed as follows:

1. The Cities of Seattle, Mercer Island and Bellevue; King County; Metro and the Commission support the construction of a facility which will accommodate no more than eight motor vehicle lanes which are arranged in the following general manner:

- (a) Three general-purpose motor-vehicle lanes in each direction shall be constructed between the South Bellevue Interchange and I-5. In addition, there will be provision for necessary weaving lanes and possible local access across the East Channel, to be determined in accordance with paragraph 1(e) below.

- (b) The facility shall also contain provision for two lanes designed for and permanently committed to transit use. The eastern and western termini for these lanes shall be designed to facilitate uninterrupted transit and carpool access to downtown Seattle and to downtown Bellevue in accordance with paragraph 3 hereinbelow. The design shall be such as to accommodate the operation of the two transit lanes in either a reversible or in a two-way directional mode.
- (c) The facility shall be designed in a manner which, as much as practicable, minimizes the width of the roadway and the taking of land.
- (d) To the extent practical, the facility shall provide priority by-pass access for local transit to the general purpose motor-vehicle lanes.
- (e) The parties agree that the transit lanes shall operate initially in a two-way directional mode, at no less than 45 mph average speed, with the first priority to transit, the second to carpools, and the third to Mercer Island traffic. In the direction of minor flow, the transit lane shall be restricted to busses. The parties further agree that the initial operation of the East Channel bridge shall consist of only three general purpose auto

lanes in each direction in addition to the transit lanes. In addition, there will be an acceleration lane from the South Bellevue Interchange which will terminate prior to the exit ramp at the East Mercer Interchange. The subsequent mode of operation of the facility shall be based upon existing needs as determined by the Commission in consultation with the affected jurisdictions, pursuant to paragraph 14 of this agreement. That determination will consider efficient transit flow, equitable access for Mercer Island and Bellevue traffic, and traffic-related impacts on Seattle.

2. The I-90 facility shall be designed and constructed so that conversion of all or part of the transit roadway to fixed guideway is possible.
3. The parties recognize that the planning, design and construction of efficient access at the eastern terminus and western terminus of this facility will enhance the operation of I-90 as a regional transportation facility. Therefore, the Commission, jointly with Seattle, Mercer Island, Bellevue, King County, and Metro, as their respective interests and responsibilities may dictate, shall immediately upon execution of this agreement undertake the development of the necessary plans and designs for, and shall further proceed, with

the required public hearings and the preparation of the necessary environmental impact statements in order to obtain maximum eligibility for Federal Interstate funding for the construction of the following projects:

- (a) Transit access from I-90 to downtown Seattle;
- (b) Transit access from I-90 to I-405 and to the Bellevue central business district;
- (c) Transit and general-purpose access from I-90 to the King County Stadium area; and
- (d) Transit and general-purpose access from I-90 to arterials serving the north Duwamish industrial/commercial area and the Seattle waterfront;
- (e) Transit access from I-90 transit lanes to I-5;

For any of the above projects or portions thereof which are not eligible for Federal Interstate funding, the Cities, the County and Metro with full support of the Commission, shall seek any available funding for such projects and shall make reasonable effort to complete the construction thereof prior to the completion of I-90.

4. The parties further agree, except as otherwise provided in this agreement, that the modified design of the facility will preserve and incorporate all of the provisions for community amenities and for reducing adverse environmental impacts as contained in limited access plans adopted by the State Highway Commission for

- (a) the segment of I-90 from the West Shore of Mercer Island to the East Channel Bridge and for

(b) the segment from I-5 to the West Shore of Mercer Island (modified by the Findings and Order of the Board of Review dated March 26, 1973, and the Stipulation to Resolve Certain Issues incorporated therein, including but not limited to the provisions for a full lid tying affected Seattle neighborhoods together. The lid shall be constructed to permit park and/or two-story residential or business construction (not industrial uses) to take place on top of the highway between the Mt. Baker tunnel and 23rd Avenue South. Additional loads may be acceptable following specific agreement between the Commission and the City of Seattle. The Commission agrees to fund the landscaping of the lid and the maintenance thereof except as may be agreed to by other parties.

5. The parties agree that the design of the entire facility shall include the following additional features:
- (a) a transit station permitting transfer of transit passengers at Empire Way South or 23rd Avenue South as more particularly set forth in the Findings and Order of the Board of Review.
  - (b) a direct Highway connection for Rainier Valley to and from the east.
  - (c) the Commission's plan for preserving access between Seattle communities over adjacent local city streets shall include improvements of South Norman Street between 20th Avenue South and 23rd Avenue South to provide access to the Judkins neighborhood,

this being done in lieu of the development of South Judkins Street as provided in the Commission's adopted plan as modified by the Findings and Order of the Board of Review.

(d) a continuous park/pedestrian link between Judkins Park and the lid over I-90 west of the Mt. Baker Ridge Tunnel.

6. The Commission agrees to participate jointly with the City of Seattle in an I-90 corridor area planning study for the purpose of designing alternative means of redeveloping areas adjacent to the I-90 project in Seattle. The extent of such study shall be defined and agreed to by Seattle and the Commission, and to the extent that the study relates to the effects of the I-90 facility in the corridor, it shall be funded by the Commission.
7. At the option of the local jurisdictions to be exercised within a reasonable time, the Commission shall transfer to the appropriate jurisdiction fee title of all state-purchased lands acquired for the I-90 project but which are outside the finally determined right-of-way lines of I-90 to the fullest extent and at the lowest cost legally possible.
8. The parties hereto agree that they will proceed under established legal processes, including regional transportation planning procedures of PSCOG and consistent with the approved Regional Development Plan of PSCOG, to determine those projects which are of highest priority in the Transportation System Plan and the Transportation

Improvement Program as the Plan and Program apply to the King County subregion. The parties hereby agree that projects (a) through (g) listed below are of highest priority and shall so indicate in the process of establishing the King County Subregional Transportation Improvement Program, the Regional 1990 Transportation System Plan, and Metro's Comprehensive Public Transportation Plan. The Commission and Metro shall work with the local jurisdictions in undertaking location and design studies for these projects at the earliest possible date commensurate with state, regional, metropolitan and local planning and priority programming practices. Projects to be considered through these processes shall include, but not be limited to, the following regional components of PSCOG 1990 Transportation Plan:

- (a) Transit/carpool lanes and/or Surveillance Control and Driver Information Systems (SC&DI) on I-5 from I-405 at Tukwila to the King County Snohomish County line;
- (b) The park-and-ride lots and flyer stops contained in the approved 1980 Plan as may be modified by Metro;
- (c) Provision for a busway or exclusive transit/carpool lane(s) as a part of the SR 99 and SR 509 corridor including a crossing of the First Avenue South Bridge, consistent with Metro's transition planning for this corridor;



- (d) Provision for a busway or exclusive transit/carpool lane(s) and/or SC&DI as a part of SR 520 from I-5 to I-405;
- (e) Redesign, in a manner acceptable to the City of Seattle, of the lanes where SR 520 meets I-5 and at the Mercer Street egress from I-5 in order to improve transit flow and reduce the congestion on I-5 between Mercer Street and Roanoke Street;
- (f) Provision for a busway or exclusive transit/carpool lane(s) and/or SC&DI as a part of I-405 from Bothell to Renton
- (g) Provision for exclusive transit lane(s) on I-405 through Bellevue which shall also include provision for a freeway flyer stop and a park-and-ride facility on I-405 between Main Street and N.E. 8th in Bellevue and provision for I-405 access improvements to the Bellevue central business district as determined by the Joint State Legislative/Highway Commission and City of Bellevue I-405 Access Study.

9. The parties agree that the I-90 facility should be operated in such a manner as to encourage growth and development in the presently urbanized areas of King County rather than in undeveloped areas. Therefore, the Commission shall conduct a study in coordination with the parties to this agreement to determine the feasibility and means of metering and controlling local access to I-90 east of Bellevue during peak hours.

10. Seattle, Bellevue, Mercer Island, King County and Metro agree that dedicated public transit rights-of-way through downtown Seattle and through downtown Bellevue are compatible with the public transportation plans of this area and are desirable to be implemented in conjunction with the completion of the I-90 facility.
11. Immediately upon the issuance of the environmental impact statement, another review team comprised of representatives chosen by each of the parties to this agreement shall be established to further monitor and advise the Commission on the development of the design and the implementation of the entire I-90 facility and the I-90 transit access provisions listed in paragraph 3 above. In addition, review teams including elected officials and citizens from Seattle, Bellevue, Mercer Island and King County may be established to further monitor and advise the Commission upon the implementation and design of the I-90 facility.
12. Upon execution of this agreement, the Commission becomes responsible for the design and construction of the facilities described in this agreement that can be funded with federal interstate funds as well as any other facilities referred to in this agreement for which the Commission, by law, has the sole responsibility; and the several parties to this agreement become responsible for the design and construction of the remaining facilities referred to in this agreement; provided that all such undertakings are subject to available funding and legal and procedural requirements. Seattle,

Bellevue, Mercer Island, King County and the Commission agree to process any permits required for construction of the agreed upon facilities in a timely and expeditious manner, as provided by law.

13. It is expressly understood that agreement to the above by the Commission is tentative pending review of (1) the final environmental impact statement to be filed in connection with the project and (2) the hearing record being prepared in connection with the corridor-design hearing held in January and February 1976. It is also understood that the parties have reached this agreement under the assumption and on the condition that the funding for the project, in accordance with the modified design of said project as referred to in paragraphs 1, 2 and 4 and those eligible portions under paragraph 3 which will qualify for Federal Aid Interstate monies, is approved prior to the initiation of construction and shall be funded from federal and state funds, except as agreed to by the affected jurisdiction(s).
14. This agreement represents substantial accommodations by the parties of positions held heretofore. Such accommodations were made in order to achieve a unanimous agreement upon which to proceed with the design and construction of I-90 and related projects. This agreement, therefore, sets forth the express intent of the existing governing bodies that the parties to this agreement understand that their respective governing bodies are limited in the degree to which they can bind their successors with respect to the exercise of govern-

mental powers vested in those governing bodies by law. Accordingly, the Commission will take no action which would result in a major change in either the operation or the capacity of the I-90 facility without prior consultation with and involvement of the other parties to this agreement, with the intent that concurrence of the parties be a prerequisite to Commission action to the greatest extent possible under law.

Dated this 21st day of December, 1976

COUNTY OF KING

CITY OF SEATTLE

By: 

By: 

MUNICIPALITY OF METROPOLITAN

CITY OF MERCER ISLAND

SEATTLE

By: 

By: 

WASHINGTON STATE HIGHWAY

CITY OF BELLEVUE

COMMISSION

By: 

By: 

# Exhibit B

**AMENDMENT To The I-90  
MEMORANDUM AGREEMENT**

**AUGUST, 2004**

**Central Puget Sound Regional Transit Authority  
City of Bellevue  
City of Mercer Island  
City of Seattle  
King County  
Washington State Transportation Commission**

**August 2004**  
**Amendment to 1976 Memorandum Agreement**

WHEREAS, the Cities of Seattle, Mercer Island, and Bellevue; King County; by and through their respective governing bodies and the Washington State Transportation Commission (hereinafter "the Commission") desire to amend the existing Memorandum Agreement (the Agreement) signed by all parties in 1976 to reflect current and future conditions and demands along the Interstate 90 (I-90) corridor between Bellevue and Seattle crossing Lake Washington via Mercer Island (the "I-90 Corridor"), including increased travel growth, changes in travel patterns, and a reduction in transit reliability; and

WHEREAS, there is a desire among the parties and Sound Transit to add Sound Transit as the Regional Transit Authority with responsibility for High Capacity Transit as a signatory to this 2004 Amendment, but not to the underlying 1976 Agreement, given its role in the region generally and the I-90 Corridor specifically; and

WHEREAS, all parties recognize the I-90 facility as a key interstate corridor connecting the East and West Coasts, Eastern and Western Washington, and recognize its importance as a critical link between major urban centers in King County, and the only means of mobility to and from Mercer Island; and

WHEREAS, all parties acknowledge I-90 as a critical transportation link vital to the economy of the region and the state by providing for the movement of people and goods within the region; and

WHEREAS, all parties agree that the current configuration and operation of I-90 between Bellevue, Mercer Island, and Seattle does not address today's demands and expected growth in the region; and a new configuration that helps move more people and goods is imperative to manage congestion on what is the busiest east-west corridor in the region; and

WHEREAS, all parties recognize the importance of the environment and thereby seek to preserve and enhance its quality; and

WHEREAS, all parties agree that the ultimate configuration for I-90 between Bellevue, Mercer Island, and Seattle should be defined as High Capacity Transit in the center roadway and HOV lanes in the outer roadways; and further agree that High Capacity Transit for this purpose is defined as a transit system operating in dedicated right-of-way such as light rail, monorail, or a substantially equivalent system; and

WHEREAS, all parties agree to work cooperatively to secure funding at local, regional, state, and federal levels to fully fund both parts of the ultimate configuration of the "I-90 Corridor" (HOV lanes on the outer roadway and High Capacity Transit in the center roadway); and

WHEREAS, all parties have studied many alternatives as participants on the Steering Committee for Sound Transit and the Washington State Department of Transportation's (WSDOT) I-90 Two-Way Transit and HOV Operations Project (Project), and all parties agree that building HOV lanes on the outer roadways as identified as Alternative R-8A as set forth in the April 25, 2003 Draft Environmental Impact Statement (DEIS) prepared for the project, is an essential first step toward achieving the ultimate configuration; and

WHEREAS, all parties acknowledge that the ultimate configuration is consistent with the region's transportation action plan, Destination 2030, which focuses on integrated multi-modal transportation systems; describing facilities that weave parts of the region together by crossing county or city boundaries or access major regional activity centers as critical to the region's transportation system; and specifically calls for safety, maintenance, and capacity investments on I-90 between I-5 and I-405; and high capacity transit in the "I-90 Corridor" between Seattle and Bellevue; and

WHEREAS, all parties agree that I-90 is an integral piece of the regional bike network, providing the only bicycle-pedestrian path across Lake Washington; that the preferred alternative maintains a ten foot bicycle lane as part of providing optimal multi-modal travel in the I-90 corridor for cyclists and pedestrians; and

WHEREAS, the Cities of Bellevue, Mercer Island, and Seattle; King County; Sound Transit, and the Washington State Transportation Commission, as participants of the I-90 Steering Committee, having conducted a thorough evaluation of the performance and benefits of the alternatives, agree that Alternative R-8A has been shown to improve regional mobility by providing reliable and safe two-way transit and high occupancy vehicle operations on I-90 between Bellevue, Mercer Island, and Seattle, and mobility for Mercer Island, while minimizing impacts to the environment, to other users, and to other transportation modes; and is an essential first step toward implementing High Capacity Transit in the I-90 corridor;

NOW THEREFORE BE IT RESOLVED, the parties to this 2004 Amendment agree to the following principles regarding future development of the I-90 Corridor between Seattle and Bellevue:

1. Alternative R-8A with High Capacity Transit deployed in the center lanes is the ultimate configuration for I-90 in this segment;
2. Construction of R-8A should occur as soon as possible as a first step to the ultimate configuration;
3. Upon completion of R-8A, move as quickly as possible to construct High Capacity Transit in the center lanes;
4. Commit to the earliest possible conversion of center roadway to two-way High Capacity Transit operation based on outcome of studies and funding approvals.
5. Minimize construction impacts to the existing bicycle/pedestrian path, and maintain safe access to the path during construction;



6. Maintain the existing width of the bicycle/pedestrian path and to install screen treatments to create a safe barrier between the path users and vehicular traffic; and
7. To the extent of any loss of mobility to and from Mercer Island based on the outcome of studies, additional transit facilities and services such as additional bus service, parking available for Mercer Island residents, and other measures shall be identified and satisfactorily addressed by the Commission, in consultation with the affected jurisdictions pursuant to paragraph 14 of the Agreement, prior to the time the center roadway converts to High Capacity Transit.

King County

By: [Signature]  
Its: King County Executive

City of Bellevue

By: Connie Marshall  
Its: Mayor

City of Mercer Island

By: [Signature]  
Its: Mayor

Washington State  
Transportation Commission

By: [Signature]  
Its: Chairman

City of Seattle

By: [Signature]  
Its: Mayor

Central Puget Sound  
Regional Transit Authority

By: Joan M. Earl  
Its: Chief Executive Officer

## **MOTION NO. M2017-20**

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing legal action against the City of Mercer Island, the Washington State Department of Transportation (a potential non-adverse defendant), and other governmental entities deemed necessary or appropriate, to confirm Sound Transit's and the Washington State Department of Transportation's authority to take all lawful actions to construct and operate light rail on Interstate 90 or on Mercer Island between Seattle and Bellevue as approved by voters; and to enforce the 1976 Memorandum of Agreement and 2004 Amendment governing Interstate 90 between Seattle and Bellevue.

### **BACKGROUND:**

On February 13, 2017, the City of Mercer Island enacted Ordinance No. 17-05 and Ordinance No. 17-06, purporting to establish a six-month moratorium "on the acceptance, processing, and/or approval of applications for (1) building permits... [that] relate to the siting development of any essential public facility; and (2) for any development or construction activity of any type, including the installation or removal of any structure or the removal, demolition or modification of any access ramp, that is inconsistent with, or related to a use other than, the existing public highway use of the Mercer Island I-90 Right of Way in any manner...."

The ordinances purport to prevent Sound Transit from obtaining permits from the City to begin construction of the East Link light rail project in June 2017. The ordinances also purport to prevent the Washington State Department of Transportation (WSDOT) from performing the work necessary to close the Interstate 90 center roadway to allow East Link construction to begin on Mercer Island.

The City of Mercer Island also authorized litigation against Sound Transit and WSDOT to prevent closure and transfer of the Interstate 90 center roadway to Sound Transit for light rail use. The 1976 Memorandum of Agreement and 2004 Amendment signed by the cities of Mercer Island, Seattle, and Bellevue, and by King County/Metro, and Sound Transit expressly permit the conversion of the Interstate 90 center roadway to light-rail use after new HOV lanes replace the center roadway. The ordinances' enforcement will, among other things, increase construction costs and delay the start and completion of East Link construction.

On February 16, 2017, the City of Mercer Island notified Sound Transit that it is suspending the shoreline substantial development permit issued for the East Link project in July 2016. The intended effect of the suspension is to prohibit all East Link construction on Interstate 90 within 200 feet of the Mercer Island shoreline and extending to the midway points of the Homer Hadley and East Channel bridges between Seattle and Bellevue. The suspension will, among other things, increase construction costs and delay the start and completion of East Link construction.

Sound Transit believes that the Mercer Island ordinances and the suspension of the shoreline substantial development permit are unlawful and should be challenged in appropriate legal, equitable or administrative proceedings.

**MOTION:**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that legal counsel is authorized to commence legal action (including administrative appeals) in courts and/or administrative tribunals against the City of Mercer Island, WSDOT (a potential non-adverse defendant), and other governmental entities deemed necessary or appropriate, in order to challenge the applicability, validity, and enforceability of: (1) City of Mercer Island Ordinances Nos. 17-05 and 17-06; (2) the City of Mercer Island's suspension of the shoreline substantial development permit issued to Sound Transit for the East Link project, and (3) future ordinances, regulations, or any other action by the City of Mercer Island affecting Sound Transit's or WSDOT's ability to construct and operate the East Link light rail project or close the Interstate 90 center roadway, including attempts to deny issuance of additional permits or approvals. Legal counsel is further authorized to file claims and seek all writs, orders, judgments and other relief against the City of Mercer Island or other governmental entities deemed beneficial, necessary, or appropriate to implement the East Link light rail project, including, without limitation, rulings to enforce the 1976 Memorandum of Agreement and 2004 Amendment governing Interstate 90 between Seattle and Bellevue.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on February 17, 2017.



Dave Somers  
Board Chair

ATTEST:



Kathryn Flores  
Board Administrator



February 17, 2017

The Honorable Bruce Bassett, Mayor  
The Honorable Debbie Bertlin, Deputy Mayor  
The Honorable Dan Grausz, Councilmember  
The Honorable Jeff Sanderson, Councilmember  
The Honorable Wendy Weiker, Councilmember  
The Honorable David Wisenteiner, Councilmember  
The Honorable Benson Wong, Councilmember  
Mercer Island City Council  
9611 SE 36th Street  
Mercer Island, WA 98040-3732

Mayor Bassett and Members of the Mercer Island City Council:

This letter responds to letters dated February 14 and February 16 regarding your recent Council actions to block progress on our East Link light rail project connecting the City of Seattle with the Cities of Mercer Island, Bellevue and Redmond. On February 13, the Council voted to initiate litigation against WSDOT and Sound Transit to block the construction of East Link light rail in the center lanes of the I-90 bridge, as well as to adopt permitting moratoria toward establishing new requirements for constructing East Link. These deeply troubling actions would delay the delivery of East Link and dramatically increase the cost of the project to regional taxpayers.

Sound Transit remains committed to delivering East Link while mitigating the impacts of the project on Mercer Island. We are eager to complete our collaboration with Mercer Island and WSDOT to assess and address the potential loss of mobility that may result from the project. In accordance with the agreements reached in 1976 and 2004, Sound Transit is ready to continue negotiating in good faith with the City, as we have for many months, to finalize an agreement and a schedule for implementation of any needed mitigation measures.

We want to respond to the suggestion that Sound Transit has been unwilling to work with the City to seek a resolution. Your February 14 letter stated that for more than two years, Mercer Island has sought resolution through good-faith negotiations. However, we cannot help but note that the City has repeatedly cancelled its participation in our last five scheduled negotiating sessions and has failed to offer a comprehensive alternative to the offer Sound Transit transmitted back on January 3, despite repeated requests to do so. Our negotiations over the last several months have resolved more than half of the 17 outstanding issues identified for resolution. But we cannot resolve the remaining issues if the City refuses to come to the table or identify the measures it believes are necessary to address its concerns.

While we remain hopeful for a negotiated solution, we are obligated to respond on behalf of regional commuters and taxpayers to the threats of delays and increased costs brought about by the Council's recent actions. Most immediately, consistent with the Sound Transit Board's action today, Sound Transit must take legal action to oppose the city's moratoria. These moratoria actions reflect an intent to establish new requirements for the East Link project long after Sound Transit's application for a building permit was submitted in 2016. The project is entitled to be processed consistent with the city codes in

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

**John Marchione**  
*Redmond Mayor*

**Marilyn Strickland**  
*Tacoma Mayor*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**Claudia Balducci**  
*King County Councilmember*

**Fred Butler**  
*Issaquah Mayor*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeler**  
*Pierce County Executive*

**Dave Earling**  
*Edmonds Mayor*

**Rob Johnson**  
*Seattle Councilmember*

**Kent Keel**  
*University Place Mayor Pro Tem*

**Joe McDermott**  
*King County Council Chair*

**Roger Millar**  
*Washington State Secretary of Transportation*

**Mary Moss**  
*Lakewood Councilmember*

**Ed Murray**  
*Seattle Mayor*

**Paul Roberts**  
*Everett Councilmember*

**Dave Uptegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

effect when the building permit application was submitted, and the City is now attempting to change the applicable codes even while the project is in mid-construction. In addition, just yesterday the City informed us by letter that it had suspended the shoreline permit approved by the City in July 2016. We must fight these actions in order to protect the region's taxpayers from the punitive costs associated with the loss of a construction season, potential contractor penalties, and unnecessary scope expansions. While these issues are decided in the courts, we ask the City to work with us in good faith to address any needed traffic mitigations.

Your letters stated that the Federal Highway Administration's decision that Mercer Island SOV traffic cannot use the new HOV lanes will push traffic off a primary arterial and onto unsuitable streets. However, Sound Transit's transportation analysis that is nearing completion indicates that the impacts of upcoming changes affecting Mercer Island are neither significant nor as extensive as the city has stated. By working together without delays we can mitigate the impacts that result. We ask that City officials meet with us at your earliest convenience to finalize those mitigations and schedule their installation.

The requirements of the 2004 memorandum of agreement established plans for constructing high capacity transit in the center lanes and the new HOV lanes on the outer roadways. The 2004 amendment did not provide for Mercer Island SOV access to the new HOV lanes as a project component, but instead provided that transportation studies would be used to determine if the changes to I-90 would cause a loss of mobility to and from Mercer Island and that WSDOT would satisfactorily address any such loss.

The Federal Highway Administration determination last summer to not allow Mercer Island single-occupancy vehicles in the new HOV lanes does not represent an impact of the East Link project. Rather, the access of single-occupancy vehicles to the center lanes was always assumed and stipulated to be temporary. Your letters were inaccurate in stating that the ultimate denial of this request represented a "decision not to honor longstanding agreements." While Sound Transit joined with Mercer Island in encouraging a decision by WSDOT and the Federal Highway Administration to grant Mercer Island SOV traffic access to the new HOV lanes, we did so not to honor any commitment, but to be sensitive to the disappointment of Mercer Island residents to the Federal Highway Administration's decision. As such, we take great exception to your representation that Sound Transit is an agency that does not live up to its commitments. The agency has deployed high-capacity transit across dozens of cities in three counties over the last 20 years, consistently honoring all commitments to our municipal partners. And we will continue to do so as we expand our transit network across the region in service to our commuters and taxpayers.

Please know that the Sound Transit Board remains committed to delivering East Link as promised to the voters and working with our partners to serve the Eastside with high capacity transit. We continue to stand ready to work with Mercer Island, as we have for many months, to secure these outcomes and reach reasonable and affordable accommodations.

Sincerely,



Dave Somers  
Sound Transit Board Chair

cc: Sound Transit Board of Directors  
Peter Rogoff, Sound Transit CEO  
Desmond Brown, Sound Transit General Counsel



**CITY MANAGER'S OFFICE**  
**CITY OF MERCER ISLAND, WASHINGTON**  
9611 SE 36<sup>th</sup> Street | Mercer Island, WA 98040-3732  
(206) 275-7600 | [www.mercergov.org](http://www.mercergov.org)

March 1, 2017

The Honorable Dave Somers  
Chair, Sound Transit Board of Directors  
Sound Transit  
401 S Jackson St.  
Seattle, WA 98104

Re: February 17, 2017 Letter to Mercer Island City Council

Dear Chair Somers:

Thank you for your letter of February 17<sup>th</sup>. We appreciate your candor as to your understandings regarding the manner in which our City has conducted itself during our negotiations with Sound Transit. It will come as no surprise to you that we have a very different viewpoint on what has transpired over the past two years.

From our standpoint, the history of the current round of negotiations begins with the Board's adoption of Motion M2015-67 in July, 2015, for which we remain very grateful. That action precipitated a meaningful discourse with our community that enabled Sound Transit and the City to hear concerns, identify issues and develop solutions.

Based on that, we engaged in months of negotiations with a senior Sound Transit staff member, during which we met and exchanged multiple drafts of a comprehensive Terms Sheet with the last draft dated March 28, 2016. That draft, insofar as it addressed WSDOT and King County Metro matters, required input from those agencies, as well as dollar amounts remained to be negotiated. On March 29<sup>th</sup>, our City Manager was advised by the Sound Transit negotiator that "[i]n a quick read through, it looks like we are all headed in the right direction. Document is consistent with our conversations."

After first notifying Sound Transit, we then turned the Terms Sheet into a detailed draft agreement that we provided to Sound Transit on June 22<sup>nd</sup>, after which we heard nothing for several weeks. Eventually, we were told that the person we had negotiated with had exceeded their authority and that we needed to start all over again.

Sound Transit then appointed a 3-person negotiating team, which included the person with whom we had already been negotiating. While we were taken aback by the disruption of negotiations, our goal then as it remains now was to reach an agreement. Consequently, we City staff to meet weekly with the Sound Transit team, which they did throughout October – December of 2016.

The negotiators had divided the issues into Tier 1, Tier 2 and Tier 3. These discussions produced some progress, but only on what both parties acknowledged to be the easier, "Tier 1" issues. Contrary to your letter, there is a complete list of issues "that are necessary to address [the City's] concerns." The more difficult Tier 2 issues (those involving other entities) and Tier 3 issues (such as parking) were never resolved. In fact, Sound Transit declined to discuss them until it completed the studies that it was then-insisting be

The Honorable Dave Somers  
March 1, 2017  
Page 2

undertaken, which are expected to be complete in March, 2017, perilously close to the expected closure. What you refer to as the January 3<sup>rd</sup> offer included mostly boilerplate language and nothing as to the essential Tier 2 and Tier 3 issues.

The unwillingness of Sound Transit to engage in any discussions regarding the Tier 2 and Tier 3 issues brought us to the point in January, 2017, where the parties stopped meeting. With the I-90 Center Roadway closure scheduled only months away, it was important for the City to avoid reaching the 11<sup>th</sup> hour without an agreement in place.

Some may try to characterize the actions we have taken as being entirely in response to the FHWA change in position last August. While that clearly did not help the situation, the negotiating process as to the Sound Transit issues fell apart entirely on its own.

Of particular concern to Sound Transit should be the loss of mobility that results directly from the lack of transit access, including during construction. With the 2015 King County Metro reduction in bus service, Mercer Island is experiencing reduced transit access, and those who will in the future want to take light rail will have limited ability to do so. Finally, and in addition to all of this, we recently learned that none of the replacement parking lots identified by Sound Transit to accommodate the vehicles now parking at South Bellevue are on the 550 bus route even though a majority of South Bellevue users take the 550. We are assuming that these South Bellevue users will instead park on Mercer Island in order to catch the 550 resulting in less spaces available for Islander commuters – a further adverse impact on mobility during East Link construction.

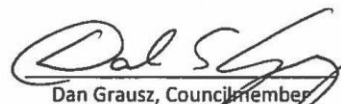
Regardless of what has happened in the past, our attention is now on what must be done going forward. We support East Link and want it to be a huge success for our entire region. We are ready, willing and able to negotiate a solution with Sound Transit. When Sound Transit is ready to discuss the previously-identified issues with a view towards resolving them, we are prepared to meet with Peter Rogoff and keep talking until we reach agreement.

If there are any questions regarding this letter, please contact our City Manager, Julie Underwood, at (206) 275-7660 or at [julie.underwood@mercergov.org](mailto:julie.underwood@mercergov.org).

Sincerely,

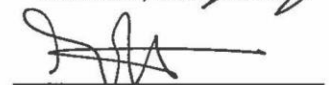
  
Bruce Bassett, Mayor


  
Debbie Bertlin, Deputy Mayor

  
Dan Grausz, Councilmember

  
Jeff Sanderson, Councilmember

  
Wendy Weiker, Councilmember

  
Dave Wisenteiner, Councilmember

  
Benson Wong, Councilmember

## Mercer Island Mobility and Access Term Sheet

### Background

In December, 1976, the Cities of Seattle, Bellevue and Mercer Island, together with King County, Metro and the State Highway Commission entered into a Memorandum Agreement regarding, among other matters, the lane configuration of a reconstructed I-90 (1976 MOA). The 1976 MOA provided for the construction of a 2-lane Center Roadway that would be for transit use, high occupancy vehicles (HOV) and also be available for traffic that had Mercer Island as its origin or destination, including single occupancy vehicles (SOV).

In 2004, an amendment to the 1976 MOA was entered into (with Sound Transit added as a party) providing for the eventual conversion of the Center Roadway to be exclusively for High Capacity Transit, the construction of an additional lane in each outside roadway (R8A lanes) and a requirement that mitigation measures be in place to address any loss of mobility to or from Mercer Island resulting from the closure of the Center Roadway (2004 Amendment). Subsequent commitments were made by the State of Washington regarding SOV access to the R8A lanes by traffic that had Mercer Island as its origin or destination. Sound Transit and the Washington State Department of Transportation (WSDOT) presently intend to close the Center Roadway in 2017 in order to begin construction of the East Link light rail system.

Mercer Island maintains that the closure of the Center Roadway will result in a loss of mobility to and from Mercer Island, with the loss being most severe during the period prior to East Link becoming operational (presently estimated to be 2023).

While Sound Transit [and WSDOT] disagree with Mercer Island's position, they are supportive of taking measures that improve mobility as that ultimately benefits all users of I-90 and also satisfying the commitments made with respect to conversion of the Center Roadway to High Capacity Transit.

The Parties acknowledge that signing of an agreement reflecting the following terms will evidence approval and acceptance of the loss of mobility mitigation measures in satisfaction of the 2004 Amendment and the State's commitment as to SOV access to the R8A lanes.

#### I. Access to I-90 R8A lanes **[STILL REQUIRES WSDOT INPUT]**

Concurrently with closure of the Center Roadway, SOV traffic that has Mercer Island as its origin or destination will have access to the R8A lanes. If future State or federal legislation or new federal regulations make it illegal to continue this SOV access in whole or in part:

- SOV traffic that has Mercer Island as its origin or destination will have access to the R8A lanes on all days and during all time periods in which it is legal to permit SOV vehicles to retain access (e.g., nights and weekends).
- If the R8A lanes are converted to HOT lanes, vehicles that have Mercer Island as their origin or destination shall have at least as much access to the R8A lanes as other I-90 traffic (e.g., HOT lane access points shall be created for traffic using Mercer Island exits).



- Additional measures shall be implemented on Mercer Island at Sound Transit expense to enable more residents to be able to take advantage of bus transit/East Link. These would include additional park and ride capacity and/or additional Intra Island transit programs as described below.

[NOTE: More detail required as to maintaining R8A lane integrity].

## II. Bus/Rail Integration

The distribution of buses intercepted on Mercer Island versus points further east will be reexamined by Sound Transit and King County Metro to ensure the split is appropriate to enhance benefit to the traveling public while minimizing impacts to the local street network. The purpose of this reexamination, a copy of which will be provided to the City of Mercer Island, will be to determine whether any bus/rail intercept is warranted on Mercer Island.

If this reexamination concludes that bus/rail intercept on Mercer Island remains necessary, then balancing the regional transportation system needs with local community needs, Sound Transit, King County Metro and the City will design and agree on the bus/rail intercept. The Parties will develop at least two concepts for consideration by the public prior to final action by the Parties. After public input, Sound Transit, King County Metro and the City will select a preferred option which will proceed to environmental review as required by applicable law. Following and taking into account the results of that review, Sound Transit, King County Metro and the City will select the final bus/rail intercept plan, it being understood that no plan may be implemented without the agreement of all three parties. Once final action is taken by the Parties, any subsequent changes will similarly require concurrence of all Parties. Design, engineering and construction costs will be paid by Sound Transit and/or King County Metro.

The concepts prepared for public review as well as the final plan selected by the parties will include the following minimum requirements/procedures:

- Routing will keep circulation of all but local (on-island) buses out of the Town Center (circulation will be exclusively on North Mercer Way and 80<sup>th</sup> Ave. SE).
- Parking of buses other than while actually dropping or picking-up passengers will only occur in the designated drop-off/pick-up areas, will be on an incidental basis, will be done with the engine turned off and will not exceed 15 minutes in duration other than in an emergency.
- Designs will include any necessary traffic improvements (e.g., additional traffic signals and/or coordination of traffic signals) on or with respect to North Mercer Way and 80<sup>th</sup> Ave. SE that will facilitate buses exiting and

entering I-90 without materially and adversely impacting other vehicular traffic on or crossing 80<sup>th</sup> Ave. SE or North Mercer Way.

- During AM and PM peak periods, bus volumes will not be greater than what currently exists.

One of the concepts prepared for public review will include the following:

- Bus turnaround/rotary will be created at the intersection of North Mercer Way and 77<sup>th</sup> Ave. SE.
- Bus drop-off and pick-up areas will be limited to existing drop-off and pick-up areas on North Mercer Way.

### III. Parking

#### North Mercer Way Park and Ride

Limited parking capacity impacts access to transit service; this limitation is felt most acutely by Mercer Island residents who do not have alternatives beyond the existing park and ride. Sound Transit and King County Metro want to encourage commuters to utilize the nearest major transit station as this will reduce vehicle traffic on regional roads and improve mobility. To enhance access to the park and ride and encourage people to utilize the nearest major transit station, Sound Transit and the City will study, trial and implement appropriate measures with respect to the North Mercer Way Park and Ride and local on-street parking in the vicinity of the Park and Ride. The measures may include such things as, increased enforcement of non-transit use during peak hours; increased enforcement of Mercer Island residential parking zones; variable pricing models; restricted access during certain hours; and other alternatives that may arise from the study of this issue by the Parties. Prior to closure of the Center Roadway, programs approved by both Sound Transit and the City will have been implemented that generally ensure that prior to 9am, commuters who live closer to the North Mercer Way transit station than any other major transit station will not be prevented from finding parking in the Park and Ride and on local streets as a consequence of spaces being occupied by persons who live nearer to a different major transit station (e.g., South Bellevue, International District). Programs, once implemented, will be monitored and modified if necessary to ensure this objective continues to be satisfied.

#### Additional Capacity

To create additional parking capacity within the City of Mercer Island, Sound Transit will work in partnership with the City to identify development opportunities that will provide additional parking for Mercer Island transit users. To maximize the use of the parking as well as limited resources, the preference of the parties would be to identify some type of joint-development with private developer participation rather than a stand-alone parking facility. Sound Transit would contribute \$x per parking stall for a minimum of y and a maximum of z stalls. Ownership, maintenance and

timeline for implementation would be detailed in a development agreement between the City and Sound Transit or between the City, Sound Transit and a developer.

Sound Transit will not withhold its approval of any development or development agreement proposed by the City that includes at least the following features:

- At least y parking stalls meeting certain minimum standards (to be included in the final agreement between the Parties) that will be available exclusively for transit commuters between 6am and 5pm on week days (excluding legal holidays). Subject to this requirement, decisions regarding who will be permitted to park in the spaces at all times (including between 6am and 5pm) will be made by the City. Spaces may be divided between one or more facilities.
- The pedestrian entrance/exit to the parking spaces must be no more than      feet (walking distance) from at least one of the two entry points to the future East Link station.
- Development costs do not need to be separated between the parking spaces and other aspects of the development, it being understood that the monies will be paid by Sound Transit based solely on the number of required spaces actually being provided without a requirement of demonstrating the actual construction costs for those spaces and also with no obligation on the part of Sound Transit to pay additional amounts if costs exceed \$x per stall. Monies will be paid out in appropriate intervals during development with the majority paid out by the time the parking floor(s) are substantially completed from a structural standpoint.
- Sound Transit would not have any ongoing ownership or property interest in the development.
- No ongoing or additional financial obligations for Sound Transit beyond paying the amounts specified for parking stalls.
- The City and/or developer would be responsible for environmental review and permitting of the development and Sound Transit would make financial contributions to the parking only after completion of the environmental review.

#### IV. Intra Island Transit

Access to the regional transit system can be provided in more forms than additional parking at stations or transit centers. King County, the City of Mercer Island and Sound Transit currently provide or are piloting a number of alternatives for access to the regional bus service provided at Mercer Island transit center and will ultimately provide access to East Link at the Mercer Island station. These alternatives include:

- Local bus service – 204, 683, provide last mile connection between the regional transit and resident’s homes

- Trip Pool – King County Metro is currently piloting an ‘Uber style’ service that provides on-demand rideshare options to connect riders to transit in select areas.
- Van Pool – King County Metro’s long running program that gives commuters the choice to share the ride in a commuter van, King County Metro serves groups as few as five and as many as 20 commuters in each van.
- Parking Permit Program – Sound Transit has piloted and is now implementing regionally a program to increase the utilization of existing park and rides by incentivizing carpools.
- Technology Apps – King County Metro continues to trial smart phone apps that would facilitate ride sharing.
- Driverless Cars – the Parties will continue to monitor developments in driverless car technology and consider opportunities for trialing this on Mercer Island.

Sound Transit and King County Metro are committed to continue to invest in these programs as well as others as long as there is a positive market response to the opportunities. A percentage of the bus service hours saved through the bus/rail integration will also be redeployed to enhance local on-island service providing greater frequencies during peak hour commute and/or a wider span of service. Sound Transit and King County Metro recognize that decisions regarding these programs need to be made in consultation with and after concurrence of the City of Mercer Island, which shall not be unreasonably withheld or delayed.

Under Metrics and Triggers, the Parties have agreed to criteria for modifying and/or replacing Intra Island Transit programs from time to time.

## V. Metrics and Triggers

### A. Overview

The parties agree that measures to mitigate both loss of mobility and the environmental impacts of East Link need to be periodically reviewed to determine whether they are accomplishing the desired results. This objective can be best accomplished by establishing metrics that programs can be judged against together with a commitment to make changes in those programs when necessary.

In the coming years, it is likely that various challenges and opportunities will develop. Many of those issues and opportunities have already been discussed, but more time is needed to determine how they should be resolved. To address them positively and properly, this document outlines a process for how the parties can discuss and resolve those issues in a timely manner. Accordingly, the parties desire to acknowledge that these events may occur and commit to address them at the time.

The final Agreement shall specify the means and procedures for measuring the below metrics, and the Party or Parties responsible for undertaking and/or paying for taking the measurements.

B. Metrics and Triggers

1. Parking Availability on Work Days: the intent of the measures put into place under the Agreement are to ensure that Mercer Islanders who drive from their homes in order to use I-90 bus/East Link transit on work days are able to find parking in one of the Mercer Island Park and Ride facilities. For these purposes, there are two categories of commuters, those who leave earlier in the morning (usually before 9am) and return in the evening (Work Commuters) and those who may just be leaving Mercer Island for a few hours for a doctor's appointment, meeting or other sporadic event (Event Commuters). Spaces are being provided in one or both Park and Ride facilities for each of these groups.

- Metric 1A: If over a period of three or more consecutive months, the parking spaces for Work Commuters are filled before 8:30 am on more than 90% of work days.
- Metric 1B: If over a period of three or more consecutive months, there are no parking spaces for Event Commuters for more than 120 minutes between 9am – 4pm on more than 90% of work days. Metric 1B will only be applicable after the Additional Capacity Park and Ride is in operation.

If either of these Metrics is triggered and recognizing that encouraging/facilitating transit use is a key objective, the parties shall promptly meet, work together to develop, and implement additional mitigation measures that will be funded by Sound Transit. By way of example only, these measures may include:

- Dedicated parking spaces in the Park and Ride facilities to encourage carpools, van pools and other HOV options.
- Additional park and ride spaces in the Town Center.
- Satellite park and ride lots on Mercer Island with shuttle service to and from North End transit.
- Shuttle service, van pools, driverless vehicles (if legally permissible and demonstrated to be safe) or similar HOV vehicles.
- Ride sharing apps or similar programs designed to encourage multiple passengers in vehicles.

2. Intra Island Transit Programs: the parties have committed to implement or may implement in the future certain intra island transit programs designed to provide Mercer Islanders with means to access East Link and I-90 bus service other than parking single occupancy vehicles in the Town Center Park and Ride facilities. If these programs are not being used to the extent expected, they need to be cancelled, modified or replaced.

- Metric 2A: If over a period of six or more consecutive months, any service that involves providing or using shuttles or other vehicles is not being used at a level

equal to or greater than [75%] of operating capacity on at least [80%] of operating days (operating capacity being based on the times the vehicles are actually in service).

- Metric 2B: If over a period of six or more consecutive months, any satellite park and ride facility is not being used at a level equal to or greater than [75%] of capacity at any point in the day between 9am and 4pm on at least [80%] of work days.
- Metric 2C: If over a period of six or more consecutive months, any technology app is achieving less than [70%] of its originally expected usage.

If any of these Metrics is triggered, the parties shall promptly meet and conduct studies to determine whether the Metric was triggered due to deficiencies in the program or a lack of underlying demand. Based on the results of the studies (the cost of which will be borne by Sound Transit), the parties shall discontinue, modify or replace the alternative transportation program that triggered the Metric.

3. Noise: the parties agree that noise levels on Mercer Island resulting from East Link, either during construction or operation, cannot exceed required levels.
  - Metric 4A: Noise levels within City limits attributable to East Link construction will comply with the requirements of the City Noise Code MIMC 8.24, as such may hereafter be amended.
  - Metric 4B: Noise levels attributable to East Link operation will meet the noise mitigation commitments in the Federal Transit Administrations (FTA) East Link Project Record of Decision (November 2011) requiring that light rail noise levels meet the FTA noise criteria. [SOUND TRANSIT TO PROVIDE FURTHER INFORMATION ON OPERATIONAL NOISE STANDARDS]

In the event any of these Metrics are triggered, Sound Transit shall be responsible for promptly implementing effective remedial measures at Sound Transit's sole expense.

4. Cut-Through Traffic: [REQUIRES WSDOT REVIEW] the parties agree that vehicles using I-90 over Mercer Island that originate from off of Mercer Island and have a destination off of Mercer Island need to be discouraged from using local Mercer Island streets for the sole purpose of taking advantage of I-90 access rights that are intended for motorists traveling to and from Mercer Island in order to mitigate their loss of mobility or otherwise avoid I-90 congestion.
  - Metric 5A: If over a period of six or more consecutive months, the City is able to demonstrate that on a daily (work days) basis more than 150 vehicles on average are using Mercer Island streets for cut-through purposes.

In the event this Metric is triggered, Sound Transit and WSDOT will provide the financial assistance required for the City to install a monitoring system that will enable it to definitively identify cut-through traffic for enforcement purposes.

5. Hide and Ride: the City anticipates an increase in parking enforcement requirements attributable to bus/rail commuters illegally parking on City streets within one-quarter mile of the park and ride or in the Mercer Island Community and Event Center (MICEC) parking lot, where parking is currently available but not intended for commuter parking. During an agreed 6-month test period initially in advance of the closure of the Center Roadway (but prior to South Bellevue being closed) and again in advance of East Link becoming operational, Sound Transit and the City shall jointly inventory parking availability on portions of City streets within a quarter mile of the park and ride(s) that are not intended for commuter parking and in the MICEC parking lot.
  - Metric 6A: If during either the one year period after closure of the Center Roadway or during the one year period after East Link becomes operational, the City is able to demonstrate that on a daily (work days) basis there is a material increase in commuters parking on the City streets referred to above or in the MICEC parking lot.

In the event this Metric is triggered, Sound Transit will implement appropriate parking control mitigation measures. Parking control mitigation measures would, when deemed needed and effective to address adverse impacts, consist of parking meters, restricted parking signage, passenger and truck load zones, and residential parking zone (RPZ) signage. Other parking mitigation strategies could include promotion of alternative transportation services (e.g., encourage the use of bus transit, vanpool or carpool services, walking, or bicycle riding). For parking controls agreed to with the City, Sound Transit will be responsible for the cost of installing the signage or other parking controls and any expansion of the parking controls for one year after initially implemented. The City will be responsible for monitoring the parking controls and providing all enforcement and maintenance of the parking controls. Local residents will be responsible for an RPZ-related costs imposed by the local jurisdiction.

6. Lack of Bus or East Link Capacity During Peak Hours: the parties acknowledge that due to the location of Mercer Island relative to Seattle, Bellevue and other large population centers, buses (prior to East Link) and trains arriving at Mercer Island during peak morning commute hours may not at some time in the future have sufficient capacity for persons seeking to board on Mercer Island. If that was to occur, many of the loss of mobility measures being implemented would be of little value.
  - Metric 7A: If over a period of two or more consecutive weeks, ten or more morning peak hour buses or trains (7 – 9am) arriving at Mercer Island on 80% or more of work days are full to a point where people are required to wait for a subsequent bus or train.
  - Metric 7B: If over a period of three or more consecutive months, three or more morning peak hour buses or trains (7 – 9am) arriving at Mercer Island on 50% or more of work days are full to a point where people are required to wait for a subsequent bus or train.

If the event either Metric is triggered, Sound Transit and King County Metro will promptly take corrective measures so as to ensure sufficient capacity is available for morning peak hour commuters boarding commuter buses or East Link trains on Mercer Island.

7. Level of Service on Mercer Island: the Agreement between the parties provides for certain traffic improvements on Mercer Island designed to enable the City to maintain a Level of Service C even after closure of the I-90 Center Roadway and commencement of East Link operations. **[STILL BEING REVIEWED BY SOUND TRANSIT]**
- Metric 8A: If on 20% or more of work days during the three months following the 2017 closure of the I-90 Center Roadway, Level of Service C is not maintained at all times during peak commute hours at all I-90 access points and at all intersections that are impacted by I-90 commuter traffic.
  - Metric 8B: If on 20% or more of work days during the three months following commencement of East Link operations, Level of Service C is not maintained at all times during peak commute hours at all I-90 access points and at all intersections that are impacted by East Link commuter traffic.

If either Metric is triggered, the City and Sound Transit shall promptly and jointly determine additional traffic measures that can be implemented. Sound Transit will implement the agreed measures at its sole expense whereupon an additional 3-month evaluation period shall occur and, if necessary, additional remediation measures taken. This shall continue until Level of Service C, based on the above Metric, has been restored.

## VI. Miscellaneous Issues

- A. City Staff Support: in order to provide the City with the personnel resources to deal with the matters discussed in this outline and otherwise address East Link related matters as and when they arise, Sound Transit will either provide to the City a full-time staff person acceptable to the City or reimburse the salary and benefits cost of a person hired by the City. This arrangement shall begin on **[REDACTED], 2016** and continue until East Link has been operational for two years. The City will provide the person with office space and required facility support services. The person will report directly to a designated City manager or director.
- B. Traffic Studies: additional traffic studies will be conducted to ensure the accuracy of current Sound Transit assumptions regarding the impact of the Center Roadway closure on Island Crest Way, SE 40<sup>th</sup> Street, Town Center streets and local streets serving the East Mercer Way and West Mercer Way exits. The study will be funded by Sound Transit; the company performing the study, the study parameters and directions given to the company performing the study are subject to review and approval of the City. All study results, including drafts, will be shared with the City at the same time as provided to Sound Transit. If the study determines that currently planned mitigation measures will be insufficient to avoid adverse impacts, Sound Transit will be required to design



and implement additional mitigation measures acceptable to the City.

- C. Pedestrian Access from East Link to Town Center: East Link station design shall include improvements to pedestrian access routes between the station entry/exit points and SE 27<sup>th</sup> Street.
- D. Bicycle Routes: East Link station design shall include improvements or modifications to adjoining I-90 bicycle trail to minimize contact opportunities with pedestrians and also to other bicycle trails serving the Town Center that are or could be used by commuters. Station design shall include sufficient bicycle storage facilities for commuters.
- E. WSDOT Leases: leases previously requested by the City over WSDOT right-of-way will be approved to facilitate pedestrian commuter access to East Link.
- F. Emergency Training for City Police and Fire: prior to East Link becoming operational, the City police and fire personnel will receive training from Sound Transit sufficient for them to be ready to be effective first responders in the event of an East Link casualty. Refresher training shall be provided as needed.
- G. King County Sewer Line Project: The County and Sound Transit will coordinate the East Link and the King County (North Mercer Way) Sewer Line projects to ensure that North Mercer Way is not closed at times that would cause a material and adverse impact on commuters.
- H. Kiss and Ride: East Link station design shall include drop off areas for “kiss and ride” commuters.
- I. City Permits: Sound Transit will pay the City a fixed fee of \$ [REDACTED] to cover the cost of fees and permits required incident to East Link construction.
- J. Environmental Impact Statement: without modifying the obligations of the parties as provided in this outline, the City will not challenge the sufficiency of the East Link Environmental Impact Statement dated [REDACTED].



**CITY OF MERCER ISLAND, WASHINGTON**

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[www.mercergov.org](http://www.mercergov.org)

February 16, 2017

Ellie Ziegler  
Senior Environmental Planner  
Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104

Re: Notice of Suspension of Shoreline Substantial Development Permit No. SHL 15-023

Dear Ellie:

The City of Mercer Island (City) is notifying you that it is suspending the above-referenced shoreline substantial development permit (SSDP) as required by state law and the Mercer Island City Code.

The City issued the permit with the condition that, "The Project proposal shall only occur in accordance with Exhibit A." SHL 15-023 at 15. Exhibit A, the permit application, incorporated by reference the project description outlined in the project's Final Environmental Impact Statement (FEIS). Exhibit A at 7. Sound Transit committed to perform the mitigation required by the Records of Decision (RODs) for the project. Exhibit A at 7, C-1.

The FEIS "traffic analysis assumed Mercer Island SOVs would be able to use the HOV lanes in both directions of I-90 between Seattle and Island Crest Way." FEIS § 3.5.3.1. Based on that assumption, the FEIS concluded that no mitigation was necessary along the I-90 mainline during project operations, and that only limited mitigation was necessary at select Mercer Island intersections. FEIS §§ 3.5.4, 3.6.5.1. The RODs for the project imposed the traffic mitigation outlined in the FEIS. FTA ROD at C-22–C-23; FHWA ROD at 13–14. After issuance of the SSDP on July 5, 2016, the Federal Highway Administration (FHWA) concluded that Mercer Island SOVs would not be allowed to use the HOV lanes. The FEIS does not analyze the adverse impacts caused by Mercer Island SOV traffic being unable to use the HOV lanes.

The change to the project to conform with the FHWA decision requires Sound Transit to prepare a Supplemental EIS (SEIS), both because it constitutes a "substantial change[]" to the proposal which is likely to have "significant adverse environmental impacts" and because the "new information indicat[es]" the proposal will have "probable significant adverse environmental impacts" not previously considered. WAC 197-11-600(3)(b); MICC 19.07.120(D).

In the absence of an SEIS that addresses those potential impacts, any development of a light rail facility on I-90, including the work permitted by the SSDP, is unlawful under SEPA. SEPA rules, the permit's conditions, and Mercer Island code require that the City suspend the SSDP so that a SEIS may be prepared. WAC 197-11-070; MICC 19.07.120(D), Wash. Dep't of Ecology SEPA FAQs; MICC 19.15.020(G)(6)(i). After review of the SEIS, the City will reevaluate the project in light of the changed conditions and determine whether the permit can be revised or must be rescinded. See MICC 19.15.020(G)(6)(j); WAC 173-27-100.

If you have questions regarding the City's action or wish to discuss the matter, please contact me at [scott.greenberg@mercergov.org](mailto:scott.greenberg@mercergov.org) or (206) 275-7706.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Greenberg", is placed on a light blue rectangular background.

Scott Greenberg  
Development Services Director  
City of Mercer Island



## CITY OF MERCER ISLAND, WASHINGTON

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February 22, 2017

Chris Ward  
Assistant Permits Administrator  
Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104

Re: Sound Transit's Building Permit Application for 77th Ave SE and 80th Ave SE Overpass Station Dated June 9, 2016

Dear Chris:

The City of Mercer Island (City) provides the following review comments on the above-referenced permit application. As described below, the City is unable to continue reviewing Sound Transit's permit application at this time.

1. Sound Transit proposes a project that is not an authorized use for the zone in which it is proposed to be built. Sound Transit's application states, "The station will be located between 77th Ave SE and 80th Ave SE overpass on the existing center roadway of I-90 within WSDOT Right-of-Way." Under the City's Unified Land Development Code, that location falls within a portion of the public institution zone entitled Mercer Island I-90 Right-of-Way. Mercer Island Zoning Map and MICC 19.05.010(B). The authorized uses in that portion of the public institution zone currently do not include the proposed project, and therefore the City cannot approve the project. MICC 19.05.010(B); MICC 19.01.040(H). The City intends to adopt amendments to the City's zoning ordinance so that this portion of the public institution zone may be used other than as set forth in MICC 19.05.010(B). Once those amendments are complete, any necessary changes resulting from the zoning amendment and any changes requested based on prior reviews have been submitted, the City can continue reviewing Sound Transit's permit application.
2. The permit application is incomplete because it does not identify how Sound Transit intends to comply with the parking requirements imposed by the Mercer Island City Code. MICC 19.05.010(C), (D); MICC 19.11.130(B)(1).
3. The permit application is incomplete because it does not specify how the project will comply with the concurrency requirement of the Growth Management Act (GMA).

The GMA prohibits the City from granting approval for any development that would cause the level of service on a locally owned transportation facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan. RCW 36.70B.030. Sound Transit must identify how its project would comply with this requirement.

4. The permit application does not provide adequate information to allow for SEPA review. The permit application does not include an analysis of any potential environmental impacts caused by the project. The City assumes that Sound Transit is relying on the Final Environmental Impact Statement (FEIS) for the East Link project for SEPA compliance. WAC 197-11-600(2). However, the FEIS "traffic analysis assumed Mercer Island SOVs would be able to use the HOV lanes in both directions of I-90 between Seattle and Island Crest Way." FEIS § 3.5.3.1. Based on that assumption, the FEIS concluded that no mitigation was necessary along the I-90 mainline during project operations, and that only limited mitigation was necessary at select Mercer Island intersections. FEIS §§ 3.5.4, 3.6.5.1. The Federal Highway Administration (FHWA) later concluded that Mercer Island SOVs would not be allowed to use the HOV lanes. Because the FEIS does not analyze the adverse impacts caused by Mercer Island SOV traffic being unable to use the HOV lanes, Sound Transit must prepare a Supplemental EIS (SEIS) for the East Link project. WAC 197-11-600(3)(b). Once that occurs, the City will review the existing environmental documents and new SEIS to determine whether they are sufficient to allow the City to determine the environmental impacts and mitigation required for this particular aspect of the East Link project. WAC 197-11-630(1); MICC 19.07.120(D), (S). A decision on the permit application cannot be made until that occurs. WAC 197-11-070; Wash. Dep't of Ecology SEPA FAQs; MICC 19.07.120(D).

If you have questions or wish to discuss the matter, please contact me at (206) 275-7706 or at [scott.greenberg@mercergov.org](mailto:scott.greenberg@mercergov.org).

Sincerely,



Scott Greenberg  
Development Services Director

## HOUSE BILL 2129

(Proposed Feb. 21 by Representative Judy Clibborn)

*AN ACT Relating to continuing to provide access to the current westbound Interstate 90 general purpose lanes from the Island Crest Way on-ramp; adding a new section to chapter 47.01 RCW; creating new sections; and declaring an emergency.*

The full version of HB 2129 is attached.

**You may contact the Governor, the 41<sup>st</sup> Legislative District Members and the House Transportation Committee regarding this bill as follows:**

### WASHINGTON STATE GOVERNOR

**Governor Jay Inslee**

Office of the Governor  
PO Box 40002  
Olympia, WA 98504-0002  
360-902-4111

### WASHINGTON STATE 41ST LEGISLATIVE DISTRICT MEMBERS

**Senator Lisa Wellman**

218 John A. Cherberg Building  
PO Box 40441  
Olympia, WA 98504-0441  
(360) 786-7641  
[lisa.wellman@leg.wa.gov](mailto:lisa.wellman@leg.wa.gov)

**Representative Judy Clibborn**

415 John L. O'Brien Building  
PO Box 40600  
Olympia, WA 98504-0600  
(360) 786-7926  
[judy.clibborn@leg.wa.gov](mailto:judy.clibborn@leg.wa.gov)

**Representative Tana Senn**

309 John L. O'Brien Building  
PO Box 40600  
Olympia, WA 98504-0600  
(360) 786-7894  
[tana.senn@leg.wa.gov](mailto:tana.senn@leg.wa.gov)

### HOUSE TRANSPORTATION COMMITTEE

**Mailing Address:**

House Transportation Committee  
ATTN: Judy Clibborn  
415 John L. O'Brien Building  
PO Box 40600  
Olympia, WA 98504-0600

**Email Address:**

[judy.clibborn@leg.wa.gov](mailto:judy.clibborn@leg.wa.gov) (emails will be forwarded to all committee members)

**Committee Hearings & Bill Information:**

(360) 786-7311

**Legislative Hotline Operators:**

1-800-562-6000

*Member listing on next page...*

## HOUSE TRANSPORTATION COMMITTEE MEMBERS

Representative	Room	Phone
<a href="#">Clibborn, Judy</a> (D), Chair	415 John L. O'Brien Building	(360) 786-7926
<a href="#">Farrell, Jessyn</a> (D), Vice Chair	370 John L. O'Brien Building	(360) 786-7818
<a href="#">Fey, Jake</a> (D), Vice Chair	414 John L. O'Brien Building	(360) 786-7974
<a href="#">Wylie, Sharon</a> (D), Vice Chair	310 John L. O'Brien Building	(360) 786-7924
<a href="#">Orcutt, Ed</a> (R), Ranking Minority Member	408 John L. O'Brien Building	(360) 786-7990
<a href="#">Hargrove, Mark</a> (R), Asst Ranking Minority Member	436 John L. O'Brien Building	(360) 786-7918
<a href="#">Harmsworth, Mark</a> (R), Asst Ranking Minority Member	466 John L. O'Brien Building	(360) 786-7892
<a href="#">Chapman, Mike</a> (D)	132B Legislative Building	(360) 786-7916
<a href="#">Gregerson, Mia</a> (D)	328 John L. O'Brien Building	(360) 786-7868
<a href="#">Hayes, Dave</a> (R)	467 John L. O'Brien Building	(360) 786-7914
<a href="#">Irwin, Morgan</a> (R)	430 John L. O'Brien Building	(360) 786-7866
<a href="#">Kloba, Shelley</a> (D)	132A Legislative Building	(360) 786-7900
<a href="#">Lovick, John</a> (D)	429B Legislative Building	(360) 786-7804
<a href="#">McBride, Joan</a> (D)	335 John L. O'Brien Building	(360) 786-7848
<a href="#">Morris, Jeff</a> (D)	436A Legislative Building	(360) 786-7970
<a href="#">Ortiz-Self, Lillian</a> (D)	330 John L. O'Brien Building	(360) 786-7972
<a href="#">Pellicciotti, Mike</a> (D)	304 John L. O'Brien Building	(360) 786-7898
<a href="#">Pike, Liz</a> (R)	122B Legislative Building	(360) 786-7812
<a href="#">Riccelli, Marcus</a> (D)	434A Legislative Building	(360) 786-7888
<a href="#">Rodne, Jay</a> (R)	420 John L. O'Brien Building	(360) 786-7852
<a href="#">Shea, Matt</a> (R)	427A Legislative Building	(360) 786-7984
<a href="#">Stambaugh, Melanie</a> (R)	122E Legislative Building	(360) 786-7948
<a href="#">Tarleton, Gael</a> (D)	429A Legislative Building	(360) 786-7860
<a href="#">Van Werven, Luanne</a> (R)	419 John L. O'Brien Building	(360) 786-7980
<a href="#">Young, Jesse</a> (R)	422 John L. O'Brien Building	(360) 786-7964

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HOUSE BILL 2129

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State of Washington

65th Legislature

2017 Regular Session

By Representative Clibborn

1 AN ACT Relating to continuing to provide access to the current  
2 westbound Interstate 90 general purpose lanes from the Island Crest  
3 Way on-ramp; adding a new section to chapter 47.01 RCW; creating new  
4 sections; and declaring an emergency.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The legislature finds that the city of  
7 Mercer Island has unique access issues that require the use of  
8 Interstate 90 to leave Mercer Island, and that this access may be  
9 impeded by the I-90/Two-Way Transit and HOV Improvements project. One  
10 of the most heavily traveled on-ramps from Mercer Island to the  
11 westbound Interstate 90 general purpose lanes is from Island Crest  
12 Way, and the legislature further finds that the access provided to  
13 Mercer Island by this on-ramp must be preserved.

14 NEW SECTION. **Sec. 2.** A new section is added to chapter 47.01  
15 RCW to read as follows:

16 (1) To maintain the access provided by the westbound on-ramp from  
17 Island Crest Way to the current westbound Interstate 90 general  
18 purpose lanes, the department must work with the city of Mercer  
19 Island and other appropriate parties to allow the portions of the  
20 planned westbound high occupancy vehicle lane on Interstate 90



1 between Island Crest Way and West Mercer Way to be accessed by all  
2 vehicles using the westbound on-ramp from Island Crest Way, thus  
3 grandfathering-in the current use of the on-ramp for both high  
4 occupancy vehicles as well as other vehicles seeking to access the  
5 general purpose lanes of Interstate 90.

6 (2) The department must work with the city of Mercer Island to  
7 address the potential access solution identified in subsection (1) of  
8 this section, or any other reasonable access solution, and may not  
9 close or restrict, in any way, the westbound on-ramp from Island  
10 Crest Way to the current westbound Interstate 90 general purpose  
11 lanes until a mutually acceptable agreement between the department  
12 and the city of Mercer Island regarding the continued operation of  
13 this on-ramp has been reached.

14 NEW SECTION. **Sec. 3.** The secretary of transportation must  
15 provide written notice that the agreement required under section 2(2)  
16 of this act has taken effect to the affected parties, the chief clerk  
17 of the house of representatives, the secretary of the senate, the  
18 office of the code reviser, and others as deemed appropriate by the  
19 secretary.

20 NEW SECTION. **Sec. 4.** This act is necessary for the immediate  
21 preservation of the public peace, health, or safety, or support of  
22 the state government and its existing public institutions, and takes  
23 effect immediately.

--- END ---



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

**AB 5241  
March 6, 2017  
Regular Business**

**RENAMING OF THE I-90 OUTDOOR  
SCULPTURE GALLERY**

**Proposed Council Action:**

Review and approve the I-90 Outdoor Sculpture Gallery name change request.

**DEPARTMENT OF**

Parks and Recreation (Kai Fulginiti)

**COUNCIL LIAISON**

Jeff Sanderson

**EXHIBITS**

1. About Greta, by Jane Meyer Brahm
2. "Reflections"
3. Memoriam/Obituary

**APPROVED BY CITY MANAGER**

<b>AMOUNT OF EXPENDITURE</b>	\$	700
<b>AMOUNT BUDGETED</b>	\$	700
<b>APPROPRIATION REQUIRED</b>	\$	0

**SUMMARY**

The I-90 Outdoor Sculpture Gallery was created by the Mercer Island Arts Council with the vision to humanize and enhance the open space created by the I-90 corridor, to complement and celebrate this unique landscape opportunity; and to provide positive public art experiences for the broadest possible audience. The inaugural exhibit of eight sculptures occurred in October 1995 with the first installation being Primavera II. Sculptures are commissioned for one year or longer. The gallery also consists of permanent public art pieces that were purchased by the city or donated.

The Arts Council and Parks and Recreation staff have reviewed the history and activity of the Outdoor Sculpture Gallery and have found it lacks a strong identity, which could be improved by renaming and rebranding it.

Over the years the gallery has been named differently in various publications and conversations; I-90 Artway, Outdoor Sculpture Gallery, Outdoor Gallery, Sculpture Park, etc. Renaming it will provide consistency and a uniform identity. The Arts Council is suggesting to rename the gallery to the Greta Hackett Outdoor Sculpture Gallery.

Greta Hackett (Margaret Louise Torrence Hackett, 1933-1997), former longtime Mercer Island community member and Arts Council member, was the driving force behind the Outdoor Sculpture Gallery. An artist herself, the Gallery was Greta's brainchild, an idea conceived from Greta's travels to Japan and California. She visited similar sculpture parks and knew that creating an oasis for art on Mercer Island would not only enhance the aesthetic of the town center and bring more art to the public, but would also enhance the Island's sense of community: art brings people together. She worked tirelessly to bring the gallery from concept to reality. In 1996, she received the Paul Harris Award, which is the highest honor awarded by the Mercer Island Rotary Club, for her service to the local community. She saw value in being involved in her

community and during her years on the Arts Council, served as the Mostly Music in the Park Chair and the Outdoor Gallery Chair. Honoring her by dedicating the gallery in her name would acknowledge the City's appreciation of its history, tradition and foremost its citizen spirit.

It is timely to focus on the Outdoor Sculpture Gallery - the centerpiece of the Island's dedication to public art - as the City contemplates the direction of future development in the Town Center. The Gallery is located near the future light rail station and is effectively the "gateway" into Town Center. Celebrating it as a strong and defined anchor of the Island's commitment to the Arts will set a standard as the Town Center continues to evolve.

## **RECOMMENDATION**

*Special Events & Cultural Arts Coordinator*

MOVE TO: Approve the I-90 Outdoor Sculpture Gallery name change to the Greta Hackett Outdoor Sculpture Gallery.

About Greta Hackett – prepared by Jane Meyer Brahm, May 2016

Greta Hackett: born May 31, 1933; died Aug. 11, 1997.

A longtime Island resident, Greta was a passionate gardener, artist and art lover. She was a longtime member of the Seattle Arboretum, and was in charge of the annual plant sale for years.

She was an artist, a watercolor painter, and a member of the MI Arts Council for a number of years, serving as chair of Mostly Music in the Park and the Outdoor Sculpture Gallery.

It was on trips to San Diego and Japan that she saw examples of outdoor sculpture galleries, and learned about how they operate. She brought back photos and began campaigning for Mercer Island to install an outdoor sculpture gallery.

She believed that for the average person walking through a park, seeing a sculpture in the park makes something special happen – you look at art and life in a different way. She believed outdoor sculptures bring art to people who might not otherwise view it.

If any one person is to be credited with the creation of the Outdoor Gallery, it's definitely Greta Hackett.

Gary Feroglia, former Parks and Recreation Director, said: "I would definitely say that she was the one who got the whole thing started."

Marny Burdega, former Parks and Recreation superintendent, said: "Greta had the idea for the outdoor gallery, and she was the force behind making it happen. In fact, we (Mercer Island) were one of the first cities to have a rotating art gallery like that. It's become a fairly popular thing now – but we were one of the first."

She made at least one presentation to the MI City Council about the outdoor sculpture gallery. I personally know how persistent she was about getting the idea off the ground, for she visited my office frequently seeking publicity for the idea, and asking for news coverage in the Mercer Island Reporter.

She helped with the fundraising to purchase "Primavera," the massive sculpture at the corner of 80<sup>th</sup> Ave. S.E. and S.E. 27<sup>th</sup>, for it was to serve as the "anchor" to the outdoor sculpture gallery.

In 1996 she received the Paul Harris Award, the highest honor awarded by the Mercer Island Rotary club, for her service to the Mercer Island community.

It's fair to say that were it not for Greta Hackett, there would be no outdoor sculpture gallery.

## REFLECTIONS

We are here to celebrate the life of Greta Hackett. Her life is special to each one of us. Greta loved life to the fullest measure. She would want us to be joyful today as we reflect upon her life and celebrate it.

Margaret Louise Hackett, known to all of us as Greta, was born in Seattle, Washington the thirty-first day of May, 1933, and parted this life on August 11, 1997. She was the eldest daughter of Clarence and Margaret Torrence. Greta and her sisters Clarice and Marilyn lived with their parents at the family home in Seattle.

As the eldest of the three Torrence girls, Greta assumed responsibilities at an early age, teaching and nurturing her younger sisters in all manner of activities. As a youngster, Greta would come home from school and conduct classes. She gave her sisters good advice. Clarice and Marilyn describe Greta as a great sister and a great daughter to their parents. In their words, Greta did so much for their parents.

During her youth and after leaving home, Greta was embraced and supported by the enormous love of her parents, who practiced self-reliance and thrift and loved nature. When Greta was about fourteen, her parents purchased property on the beach at Hansville, Washington, near Point No Point. What started out as a simple cabin on the beach evolved over the years into a family summer home. Greta loved the beach place and over the years gave her time and energy to fulfilling her father's wish that the beach house be used and enjoyed by all. As the Torrence girls have married and had children and grandchildren of their own, the beach house remains a beloved retreat for the whole extended Torrence family.

Greta grew up as a member of the University Presbyterian Church in Seattle. She met John Hackett at UPC after a presentation of the Messiah in 1951. Greta played her cello in the orchestra that day and John introduced himself to her after the service. Greta was a senior at Roosevelt High School at that time and headed for Stanford the following fall. Greta was down on "The Farm" for a year before returning to attend the University of Washington, where John was studying. They attended classes together for one year and were married in September of 1953. Their union was blessed with three children, Robert, Stephen and Joan. As the first of the Torrence girls to marry, Greta broke the ice for her sisters to marry with the blessings of their parents.

Greta's love for God, her immediate family, and her many friends was an intensely personal matter. She believed and loved and felt deeply, but was a very private person in this respect. She had a great and unending fascination with Creation. She would thrill at a new flower, budding, blooming, forming seed pods. She knew the names of countless varieties of plants and trees. She became a master gardener and gave advice and lectures on plant life, trees, composting--even the benefits of worm boxes. Greta paid attention to the weather, enjoying storms and rain as well as bright, sunny days. She loved birds and provided for their well being with housing, bathing facilities, food, and a network of bushes for nesting and security. Greta's love for living things extended to all of nature (except maybe snakes, and perhaps crows). She loved the rivers, the fields, the gardens and everything that grew in them. (But she hated the slugs and insects that invaded her plants.)

Greta enjoyed many outdoor activities; hiking, skiing and tennis were probably her favorites. She and John celebrated their marriage anniversaries at Mt. Rainier where they would hike portions of the Wonderland Trail, visit the glaciers, and camp or stay at Paradise Inn.

Greta was a fantastic, untiring worker. Once she found a project that she decided to advance, she gave it her all. She made to-do lists and worked her way through them. Greta was a leader. When she took the lead on a project, she proceeded with undaunted enthusiasm, tempered with humor and wit, that others easily accepted. She was an expert at using the telephone to mobilize great teams of people for raising money for different causes. She knew the phone numbers of scores of her friends and co-workers by memory. Greta was a problem solver with a unique ability to visualize projects from beginning to end. The organizations which she worked with include; the Girl Scouts, the Arboretum Foundation, the Mercer Island Arts Council, the Seattle Symphony <sup>Associates</sup> Master Gardeners, the Republican Women's Association, and many others. In addition to her volunteer work, for many years she had a job as a counselor with Community Services for the Blind ~~for several years~~ where she taught her clients self-sufficiency.

Greta knew the value of money and was keenly interested in investments. Greta was, to say the least, "fiscally responsible." Whether managing the family budget or the spending of the various groups she supported, she followed in her father's footsteps in her careful stewardship of financial resources. One of her oft repeated items of advice was: " don't work for your money, make your money work for you."

Greta was first and foremost a great mother. She loved her children and grandchildren deeply. There was nothing she would not do for them. Greta welcomed her children's spouses into the family circle, nourishing them with food and love as a second mother.

Greta Hackett was a strong and courageous woman. She taught others to be brave. She didn't know the word "quit." Persistence was the cornerstone of her life. She was supportive, loving, and protective, freely and firmly giving advice to all who sought her counsel. She greeted each day with great enthusiasm and had a positive

outlook on life. She looked for the best in everyone. *She always had a smile on her face and a cheerful word for anyone she met.*

We all miss her and love her, but we will feel her strength and joy of life every

day. We thank you Lord for Greta.



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## Margaret Louise Hackett



Greta Hackett

Margaret Louise Torrence Hackett, longtime Island resident and community volunteer, died Monday, Aug. 11, 1997.

Mrs. Hackett was born May 31, 1933 in Seattle, the first daughter of Margaret and Clarence Torrence. She attended Roosevelt High School, Stanford University and the University of Washington with honors.

Mrs. Hackett was honored with the 1996 Paul Harris Award, the high-honor awarded by the Mercer Island Rotary Club.

She was deeply involved in community activities, both on and off the island since 1972. She served as PTA president at all three levels in the schools. She also worked on several Mercer Island School levy campaigns.

Mrs. Hackett was the Mercer Island coordinator for the Girl Scouts as well as volunteering her time to help with the Cub Scouts.

She served for several years on the Council where she chaired the Sculpture Gallery Committee, the Music in the Park Committee, and was an active board member of Mercer Island Community Fund. Mrs. Hackett served as both a direct chairperson and election official for many years. She had

been a volunteer on behalf of the Seattle Arboretum for three decades,

serving as chairperson of the annual plant sale on several occasions and was Mercer Island coordinator for Arboretum Unit initiatives. She was a Master Gardener and had been a lecturer as a plant expert. Mrs. Hackett helped with the Women's Association of the Seattle Symphony's fund raising initiatives.

Mrs. Hackett was a member of the Mercer Island Presbyterian Church.

She is survived by her husband, John A. Hackett; her sons: Robert Hackett and wife, Angela, Stephen Hackett and wife Kira; her daughter, Joan and husband Tim Wold; grandchildren: Kyle Robert Hackett, Grace Margaret Wold, Katie Anne Wold.

She also leaves her sisters and their husbands, Marilyn and Ron Lince of Kirkland, and Clarice and Rollin Odell of Orinda, Calif., and nieces, nephews and other relatives.

A memorial service will be held at the Mercer Island Presbyterian Church at 2:30 p.m. on Friday Aug. 15. Memorials may be made to the American Cancer Society.



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

**AB 5263  
March 6, 2017  
Regular Business**

**CONSIDER PARKS AND RECREATION  
DEPARTMENT NAME CHANGE**

**Proposed Council Action:**

Provide direction to the P&R Director regarding the potential name change to the P&R Department.

<b>DEPARTMENT OF</b>	Parks and Recreation (Bruce Fletcher)
<b>COUNCIL LIAISON</b>	Dan Grausz Debbie Bertlin Wendy Weiker
<b>EXHIBITS</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

The City Council discussed a name change for the Parks and Recreation Department (P&R Department) at the June 11, 2016 City Council Planning Session. The Council noted that since the P&R Department has many art activities and events, the P&R Director should look at adding the word “arts” into the P&R Department name.

The City Manager directed the P&R Director to come back to the City Council with suggested name changes to include “arts” in the P&R Department name. The P&R Director was asked to talk with the department staff to solicit feedback about a name change.

There are several different P&R Department names around the state and a few potential titles are:

1. Parks, Arts and Recreation Department
2. Parks, Arts, Recreation and Community Services Department
3. Parks, Recreation and Cultural Services Department

When soliciting ideas from the current MI P&R Department, the staff recommendation was to keep the Department’s name unchanged. They also supported adding a tag-line such as “*Celebrating Community, Parks, Arts and Recreation since 1960*”. Department staff believe that the “Parks and Recreations” name has strong brand recognition and support in the community.

There are a variety of programs, facilities and events that encompass the current name of Parks and Recreation, including: parks, opens space, trails, camps, special events, festivals, fitness, sports, arts, senior programs, trips, arts council, art gallery, and aquatics.

The arts have a long and rich history with the P&R Department, adding to the quality of life on the island. The Arts Council is staffed by the P&R Department and provides enjoyment of the arts through performing, visual, events and art education.

As the Council considers changing the Department's name, a few options include:

1. Keep the status quo:  
The Mercer Island Parks and Recreation Department
2. Add a tag-line below the name:  
The Mercer Island Parks and Recreation Department  
*Celebrating Community, Parks, Arts and Recreation since 1960*
3. Modify the name:  
The Mercer Island Parks, Arts and Recreation Department

If the City Council elects to change the P&R Department's name, the cost for new park signs would be approximately \$60,000, if updated all at once. However, there is currently no funding available for this expenditure. Absent a budget appropriation, a slow roll-out would phase in signage (replace at the end of current lifecycle) and exhaust all letterhead before re-ordering. A slow roll-out process would have a minimal budget impact, but would take several years (or decades for expensive parks signage) to implement.

## **RECOMMENDATION**

*Parks and Recreation Director*

Provide direction to the P&R Director regarding the potential name change to the P&R Department.



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

**AB 5262  
March 6, 2017  
Regular Business**

**CODE AMENDMENT ADOPTING CHAPTER 2.50  
PERTAINING TO DONATIONS (2ND READING)**

**Proposed Council Action:**

Adopt Ordinance No. 17C-07 pertaining to the acceptance of donations.

<b>DEPARTMENT OF</b>	City Attorney (Kari Sand)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Proposed Ordinance No. 17C-07
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

The City is fortunate to be the recipient of gifts, devises, bequests and donations. RCW 35.21.100 provides that the City may accept by ordinance any money or property donated, devised or bequeathed to it and carry out the donor’s intent, if within the powers granted by law; or, if no terms or conditions are attached to the donation, devise or bequest, the City may expend or use it for any municipal purpose.

The Mercer Island City Code (“MICC”) does not have a provision for the acceptance of donations or other property devised or bequeathed to it. The recommended new Chapter 2.50 MICC (see proposed Ordinance No. 17C-07 attached as Exhibit 1) establishes a process for the acceptance of any such gift, devise, bequest or donation.

**FIRST READING DISCUSSION AND CHANGES TO PROPOSED ORDINANCE NO. 17C-07**

At the February 21, 2017 City Council meeting, discussion on proposed Ordinance No. 17C-07 included recommendations by Council to revise the Ordinance for monetary donations requiring a conditional use of the funds. Specifically, the City Council requested language be included to authorize the City Manager to accept such donations if the condition of the donation is a City-budgeted item; otherwise, City Council approval shall be required. Council further recommended language requiring City Council approval for non-monetary donations with a fair market value over \$10,000.00. Also, language was added to the Ordinance that Council approval of the City Manager’s recommendations on a donation shall be deemed final.

Ordinance No. 17C-07 is revised for second reading to include the above-noted recommended revisions and language of the City Council. In addition, provisions were added to appropriately acknowledge and express appreciation to donors and to authorize the City Manager to, as appropriate, promulgate policies and procedures to encourage and facilitate the making of donations to the City.

## RECOMMENDATION

*City Attorney*

MOVE TO: Adopt Ordinance No. 17C-07, establishing a new Chapter 2.50.20 MICC pertaining to donations.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 17C-07**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND ADOPTING A  
NEW CHAPTER 2.50 OF THE MERCER ISLAND CITY CODE  
REGARDING ACCEPTANCE OF DONATIONS TO THE CITY**

WHEREAS, RCW 35.21.100 provides that the City may accept by ordinance any money or property donated, devised or bequeathed to it and carry out the terms of the donation, devise or bequest, if within the powers granted by law, or, if no terms or conditions are attached to the donation, devise or bequest, the City may expend or use it for any municipal purpose; and

WHEREAS, the City Council desires to establish a process for the acceptance of donated, devised or bequeathed property or money;

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

**Section 1.**     **Adopt MICC Chapter 2.50, Donations.** MICC Chapter 2.50, Donations to the City, is hereby adopted as follows:

**Chapter 2.50  
DONATIONS TO THE CITY**

**Sections:**

- 2.50.010 Definition.
- 2.50.020 Acceptance of Donations.
- 2.50.030 Acknowledgement of Donations.
- 2.50.040 Policies and Procedures.

**2.50.010. Definition.**

As used in this ordinance, the term “donation” refers to any money or property, real or personal, donated, devised or bequeathed, with or without restriction, to the City of Mercer Island.

**2.50.020. Acceptance of Donations.**

A. Monetary Donations. The City Manager is authorized to accept monetary donations in any amount to the City. If a monetary donation is conditioned on how the monies can be spent, the City Manager is authorized to accept the donation for a City-budgeted expenditure. The City Council shall approve any monetary donation made with specific terms or conditions outside of a City-budgeted expenditure. The City Manager may, at his or her discretion, request City Council approval prior to acceptance of any monetary donation.

B. Non-Monetary Donations. The City Manager is authorized to determine the appropriateness, usefulness and value to the City of all non-monetary donations with a fair market value of up to ten thousand dollars (\$10,000.00) and to recommend to the City Council the retention, improvement, return to donor, transfer, trade, sale, donation to other agency, or other disposition.

City Council shall approve the appropriate retention, improvement, return to donor, transfer, trade, sale, donation to other agency, or other disposition of all non-monetary donations with a fair market value over ten thousand dollars (\$10,000.00) or any non-monetary donations conditioned on a specific use or expenditure. The City Council's decision on any recommendation shall be final.

C. Non-Acceptance of Donation. The City Manager shall decline to accept a donation if such donation is not consistent with the policies, plans, goals or ordinances of the City of Mercer Island, if acceptance of same is contrary to law, or if the City Council decides not to accept a donation.

**2.50.030. Acknowledgement of Donations.**

The City Manager shall, for each donation, communicate an acknowledgement of acceptance on behalf of the City and express appropriate appreciation therefor.

**2.50.040. Policies and Procedures.**

The City Manager may promulgate appropriate policies and procedures, with the recommendation of the various city departments, to encourage and facilitate the making of donations to the City.

**Section 2.**     **Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality does not affect the validity of any other section, sentence, clause or phrase of this ordinance.

**Section 3.**     **Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 4.**     **Effective Date.** This ordinance shall take effect and be in force 5 days after its passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 6th day of March 2017, and signed in authentication of its passage.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Bruce Bassett, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Kari L. Sand, City Attorney

\_\_\_\_\_  
Allison Spietz, City Clerk

Date of Publication: \_\_\_\_\_



# 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.

<b>MARCH 6 – 5:00 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Executive Session (5:00-7:00 pm)</i>	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 30 minutes	30
<i>Special Business (7:00 pm)</i>	Presentation from King Council Councilmember Claudia Balducci	10
<i>Consent Calendar</i>	ARCH 2016 Trust Fund Recommendation – A. Van Gorp	--
<i>Consent Calendar</i>	ARCH 2017 Administrative Budget and Work Program – A. Van Gorp	--
<i>Consent Calendar</i>	Department of Social & Health Services Interlocal Agreement for Respite Care Services Reimbursement – D. Mortenson	--
<i>Public Hearing</i>	Public Hearing for 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>	Public Hearing for Moratorium Regarding Transportation Concurrency and Siting of Essential Public Facilities – K. Sand	60
<i>Regular Business</i>	Outdoor I-90 Sculpture Gallery Name Change – K. Fulginiti	30
<i>Regular Business</i>	Consider Parks & Recreation Department Name Change – B. Fletcher	30
<i>Regular Business</i>	Code Amendment Adopting MICC Chapter 2.50 Pertaining to Accepting Donations (2nd Reading) – K. Sand	20

<b>MARCH 20 – 5:30 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Executive Session (5:30-6:00 pm)</i>	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 30 minutes	30
<i>Study Session (6:00-7:00 pm)</i>	To be determined	60
<i>Regular Business</i>	I-90 Loss of Mobility Negotiations Status Report – J. Underwood	30
<i>Regular Business</i>	Closing Criminal Justice Fund (2017-2018 Budget Amendment) – C. Corder	30
<i>Regular Business</i>	Island Crest Way Crosswalk Enhancement – SE 32 <sup>nd</sup> St. Bid Project Award – A. Tonella-Howe	30



<b>APRIL 3 – 5:30 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Executive Session</i> (5:30-6:00 pm)	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 30 minutes	30
<i>Study Session</i> (6:00-7:00 pm)	NPDES Stormwater Code Update – P. Yamashita	60
<i>Consent Calendar</i> (7:00 pm)	Fire Station 92 Close Out – F. Gu	--
<i>Regular Business</i>	I-90 Loss of Mobility Negotiations Status Report – J. Underwood	30
<i>Regular Business</i>	Island Crest Park Sportsfield Improvements Bid Award – B. Fletcher	30
<i>Regular Business</i>	NPDES Stormwater Code Update (1 <sup>st</sup> Reading) – P. Yamashita	60
<i>Regular Business</i>	General Sewer Plan Update – A. Tonella-Howe	45

<b>APRIL 17 – 5:30 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Executive Session</i> (5:30-6:00 pm)	To discuss (with legal counsel) pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 30 minutes	30
<i>Study Session #1</i> (6:00-6:45 pm)	SE 40 <sup>th</sup> & 86 <sup>th</sup> Ave SE Analysis – A. Tonella-Howe	45
<i>Study Session #2</i> (6:45-7:30 pm)	2017-2018 City Council Goals – J. Underwood	45
<i>Regular Business</i> (7:30 pm)	I-90 Loss of Mobility Negotiations Status Report – J. Underwood	30
<i>Regular Business</i>	Fourth Quarter 2016 Financial Status Report & Budget Adjustments – C. Corder	30
<i>Regular Business</i>	Regional Animal Service of King County (RASKC) Interlocal Agreement – D. Jokinen	30
<i>Regular Business</i>	I-90 Loss of Mobility Litigation Funding – C. Corder	30

<b>APRIL 20 (THURSDAY)</b>		
	<b>JOINT MEETING WITH MISD BOARD</b>	

<b>MAY 1 – 6:00 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i> (6:00-7:00 pm)	CenturyLink Cable Franchise – K. Sand	60
<i>Regular Business</i>	CenturyLink Cable Franchise (1 <sup>st</sup> Reading) – K. Sand	60

<b>MAY 15 – 6:00 PM</b>		
<b>Item Type</b>	<b>Topic/Presenter</b>	<b>Time</b>
<i>Study Session</i> (6:00-7:00 pm)	To be determined	60
<i>Regular Business</i>	CenturyLink Cable Franchise (2 <sup>nd</sup> Reading) – K. Sand	30
<i>Regular Business</i>	First Quarter 2017 Financial Status Report & Budget Adjustments – C. Corder	15
<i>Regular Business</i>	Public Hearing and Preview of the 6 Year Transportation Improvement Program – P. Yamashita	90

**JUNE 5 – 6:00 PM**

Item Type	Topic/Presenter	Time
<i>Study Session (6:00-7:00 pm)</i>	To be determined	60
<i>Regular Business</i>	NPDES Stormwater Code Update (2 <sup>nd</sup> Reading) – P. Yamashita	60
<i>Regular Business</i>	2016 General Fund & REET Year-End Surplus Disposition – C. Corder	30

**JUNE 17**

	<b>MINI-PLANNING SESSION (MICEC)</b>	
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**JUNE 19**

Item Type	Topic/Presenter	Time
<i>Study Session (6:00-7:00 pm)</i>	To be determined	60
<i>Regular Business</i>	Adoption of the 6 Year Transportation Improvement Program – P. Yamashita	45

**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:**

- Sanderson: April 3