



CITY OF MERCER ISLAND

CITY COUNCIL MEETING AGENDA

Monday
June 1, 2015
6:15 PM

Mayor Bruce Bassett

Deputy Mayor Dan Grausz

**Councilmembers Debbie Bertlin, Jane Brahm,
Mike Cero, 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

EXECUTIVE SESSION, 6:15 PM

To discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i) for approximately 45 minutes.

CALL TO ORDER & ROLL CALL, 7:00 PM

APPEARANCES

MINUTES

- (1) Regular Meeting Minutes of May 4, 2015

CONSENT CALENDAR

- (2) Payables: \$648,289.76 (05/21/15) & \$677,618.56 (05/28/15)
Payroll: \$768,588.50 (05/29/15)
- (3) AB 5079 SE 40th Street Overlay Bid Award
- (4) AB 5066 Puget Sound Emergency Radio Network Memorandum of Agreement
- (5) AB 5071 Open Space Conservancy Trust Board 2014 Annual Report and 2015 Work Plan

REGULAR BUSINESS

- (6) AB 5078 City Council Vacancy - Candidate Appointment
- (7) AB 5075 Resolution Delaying the 2015 Periodic Comprehensive Plan Update Process
- (8) AB 5076 Update on Town Center Community Engagement
- (9) AB 5077 Cross-Connection Control Program Code Update (2nd Reading)
- (10) AB 5080 2014 General Fund & REET Surplus Disposition

OTHER BUSINESS

Councilmember Absences
Planning Schedule
Board Appointments
Councilmember Reports

ADJOURNMENT



CITY COUNCIL MINUTES STUDY SESSION & REGULAR MEETING MAY 4, 2015

STUDY SESSION

Deputy Mayor Dan Grausz called the Study Session to order at 6:00 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Councilmembers Debbie Bertlin, Jane Brahm, Mike Cero, Joel Wachs, Benson Wong, and Deputy Mayor Dan Grausz were present. Mayor Bruce Bassett was absent.

AB 5064 Cross-Connection Control Program Update

Deputy Finance Director Francie Lake introduced staff and Utility Board Chair Ben Levie. She spoke about the fundamentals of cross connections including residential and commercial cross connections, backflow, and backflow preventer assemblies. She provided some background on the City's Cross-Connection Control Program (CCCP). She spoke about the City's current program and the three ways in which the City works to prevent backflow events, backflow device statistics, and backflow customer statistics. She noted that, with the water contamination event last fall, the Department of Health recommended that the City review its high hazard properties and thus the City formed a cross-departmental review team which has focused on three areas: updating the City's ordinance and program, education, and surveys. She spoke briefly about high health hazards, including lakefront properties, lakefront properties backflow status, and commercial properties, and enforcement.

Assistant City Attorney Christina Schuck spoke about enforcement, stating that the City's current ordinance declares an unlawful cross-connection to be a misdemeanor and that the proposed ordinance would change it to a fine. She also spoke about the right to inspect premises and the three means of enforcement.

Deputy Finance Director Lake asked for direction from Council on four questions.

The Study Session adjourned at 6:57 pm.

CALL TO ORDER & ROLL CALL

Deputy Mayor Dan Grausz called the meeting to order at 7:10 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Councilmembers Debbie Bertlin, Jane Brahm, Mike Cero, Joel Wachs, Benson Wong, and Deputy Mayor Dan Grausz were present. Mayor Bruce Bassett was absent.

SPECIAL BUSINESS

Staff Recognition

Police Chief Ed Homes recognized Sergeant Brian Noel for his time serving as the leader of the Special Operations Team (SOT). He stated that the SOT is comprised of nine officers who have received specialized training in tactical scenarios. He noted that the SOT has been used for some higher risk search warrants, demonstrations, crowd control, and some dignitaries' security, conducts risk assessments for schools, and they train other officers. He also noted that Sergeant Noel joined the MIPD in 1991 and joined the SOT 19 years ago, and spoke about his job duties and accomplishments as the team leader. Council presented a plaque to Sergeant Noel in recognition of his service to Mercer Island on the SOT.

City Manager Noel Treat noted that this will be City Attorney Katie Knight's last meeting, that she has served Mercer Island for 10 years as both an Assistant City Attorney and City Attorney, and that she will be missed as an attorney, a colleague, and as a friend. Deputy Mayor Grausz presented a crystal cut vase to Katie in recognition of

her outstanding service to the City of Mercer Island.

Deputy Mayor Grausz noted that what makes Mercer Island so special is the people who work for the city to make sure that the quality of life is great. He thanked Katie for her diligence in working with the Council, recognized the difficulty of her job, and wished her the best in her retirement.

Councilmembers each expressed their thanks and congratulations to Katie Knight on her service and retirement and thanked Sergeant Brian Noel for his time serving as the leader of the Special Operations Team.

Safe Boating Week Proclamation

Deputy Mayor Grausz read a proclamation declaring May 16-20, 2015 as Mercer Island Safe Boating Week and encouraged all of Mercer Island's residents to dedicate themselves to learning about and practicing safe boating including wearing life jackets.

Blue Planet Recycling Award

Janet Pritchard with Republic Services noted that Department of Ecology statistics show that the United States residential customer diverts only 35% from the landfill while on Mercer Island that number is 65%, which makes Mercer Island a Class A city. She presented Mercer Island with the 2014 Blue Planet Award.

APPEARANCES

There were no appearances.

MINUTES

Regular Meeting Minutes of March 16, 2015

It was moved by Brahm; seconded by Wong to:

Adopt the Regular Meeting Minutes of March 16, 2015 as written.

It was moved by Cero; seconded by Wong to:

Amend Previous motion as follows:

Amend Page 1, Special Business, Jane Hague Presentation, by adding:

Additionally, she said Mercer Islanders are seeing first hand that the Legislature is not fulfilling their promise to King County Citizens to provide the resources to accommodate increased growth in the urban areas that don't satisfy the quality of life that many are looking. "And that you are not alone."

Passed 5-1

FOR: 5 (Bertlin, Brahm, Cero, Wachs, Wong)

AGAINST: 1 (Grausz)

ABSENT: 1 (Bassett)

Passed 6-0

FOR: 6 (Bertlin, Brahm, Cero, Grausz, Wachs, Wong)

ABSENT: 1 (Bassett)

Regular Meeting Minutes of April 20, 2015

It was moved by Brahm; seconded by Cero to:

Adopt the Regular Meeting Minutes of April 20, 2015 as written.

It was moved by Bertlin; seconded by Cero to:

Amend Previous motion as follows:

Amend Page 3, Regular Business, AB 5051, to add:

Councilmember Bertlin expressed her concerns over a lack of enforcement ability and that people will set off fireworks irrespective is insufficient justification for permitting.

Passed 5-0
FOR: 5 (Bertlin, Brahm, Cero, Grausz, Wong)
ABSENT: 1 (Bassett)
ABSTAIN: 1 (Wachs)

Passed 5-0
FOR: 5 (Bertlin, Brahm, Cero, Grausz, Wong)
ABSENT: 1 (Bassett)
ABSTAIN: 1 (Wachs)

CONSENT CALENDAR

Councilmember Wong requested removal of AB 5061: 1% for the Arts Funding Approval for Sculpture Purchase from the Consent Calendar. Deputy Mayor Grausz moved it to the first item of Regular Business.

Payables: \$1,297,857.68 (04/23/15) & \$287,258.00 (04/30/15)

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

Payroll: \$755,384.27 (05/01/15)

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

It was moved by Brahm; seconded by Bertlin to:

Approve the Consent Calendar and the recommendations contained therein.

Passed 6-0
FOR: 6 (Bertlin, Brahm, Cero, Grausz, Wachs, Wong)
ABSENT: 1 (Bassett)

REGULAR BUSINESS

AB 5061 1% for the Arts Funding Approval for Sculpture Purchase

Councilmember Wong asked about the significance of the foxes sculpture, what the process is for selecting their location, and when that might occur. Councilmember Brahm responded.

It was moved by Wong; seconded by Bertlin to:

Approve the purchase of Twin Foxes sculpture, a pedestal/base, and a plaque from the 1% for Arts Fund in the amount of \$3,300.00.

Passed 6-0
FOR: 6 (Bertlin, Brahm, Cero, Grausz, Wachs, Wong)
ABSENT: 1 (Bassett)

AB 5068 Update on Sound Transit Bus Intercept Proposal and Commuter Parking

Deputy Mayor Grausz spoke about meeting with Sound Transit and Metro and that the City had a firm reaction to what Sound Transit was proposing for the bus intercept on Mercer Island. He noted that it was far outside what the Council and the community would find acceptable. Councilmember Bertlin spoke about the four categories of concern and the recommendation to communicate that what the City saw was untenable. She reiterated that there is no inherent value in the bus intercept as it stands and that equal, if not greater, commensurate mitigation must be offered.

Discussion followed regarding the drafting of the Sound Transit letter.

It was moved by Brahm; seconded by Wong to:

Concur with the recommendations in the report and direct the City Manager or Mayor to draft a letter expressing the recommendations including a request for a response from Sound Transit in writing.

Passed 6-0

FOR: 6 (Bertlin, Brahm, Cero, Grausz, Wachs, Wong)
ABSENT: 1 (Bassett)

AB 5067 2015 Periodic Comprehensive Plan Update (1st Reading)

Deputy Mayor Grausz stated that there will be no final action on the Comprehensive Plan this evening and that the Council may decide that there will be no final action at their review on June 15 either. He noted that in putting together the discussion topics, he has purposely tried to avoid the areas that the current Town Center Visioning process is undertaking.

DSG Director Scott Greenberg noted that Washington State currently requires all cities to update their Comprehensive Plan every eight years. He spoke about the minimum required updates, the scope of work, the Planning Commission review and their review timeline, the proposed changes, and next steps. He also spoke about the implications of Council delaying adoption of the Comprehensive Plan past June 30, 2015.

Planning Commission Vice-Chair Richard Weinman noted that the Planning Commission was frustrated with "review light" as there were other areas and edits they wanted to review and make. He stated that they spent a fair amount of time discussing how the Growth Management Act works and what the Planning Commission could and couldn't do. He spoke about the GMA targets and about Mercer Island accepting the target while also saying that Mercer Island is approaching build out.

DSG Director Greenberg recommended approving the current changes by June 30, 2015 and then come back in 2016 with further changes.

Joe Jacobazzi with KPG provided an update of the transportation element of the Comprehensive Plan. He noted that KPG updated all of the traffic count information, incorporated all the regional projects that impact Mercer Island, worked with the new growth rates for future analysis of traffic volumes, and updated any land use changes. He spoke about changing the standard from LOS C to LOS D at arterial intersections, the LOS criteria for intersections, and the potential improvements that would be needed to meet LOS D. He also spoke about what other cities are doing and why Mercer Island would decide not to continue with LOS C and change to LOS D.

Public Comment

Bob Medved, 7238 SE 32nd Street, spoke about RCW 36.78.300, noting that the only thing that will happen if the City doesn't meet the deadline is that they could be taken to the Hearings Board, and that the only thing the Hearings Board can do is to remand it back and give the City 180 days to comply. He noted that if the City is still not done, then the Hearings Board can have a compliance hearing and can recommend sanctions. He stated that once the City adopts or amends a comp plan, no further changes can be made for a year. He spoke about the concept of concurrency and consistency with the Growth Management Act.

John Scherzo, 9 Holly Lane, encouraged Council to look at something other than mitigation and to look for alternatives, as Bellevue is an excellent alternative for a bus terminal.

Meg Lippert, 4053 94th Ave SE, thanked Council for an excellent report about the bus intercept. She is concerned that the Hines project will increase the number of stories at that particular location and will have a negative effect in terms of the way the space will feel and the amount of light coming in.

Cynthia Winiski, 2750 68th Ave SE, spoke about the public being remiss in not getting involved in the Planning Commission's process throughout 2014. She acknowledged the work of the Planning Commission, staff, and Council over the past year. She asked why the City continues to spend resources to amend the comp plan if it will not be supported by city codes. She noted that adopting a plan is a big process and asked why the City is continuing the approval process knowing that they plan to do the same process in a few months.

Ira Appelman, 4436 Ferncroft Road, has been complaining about too much development on the Island for the past 18 years and the response has always been that all of the impacts have been mitigated. He believes that LOS D is not good for Mercer Island and that traffic and development in the town center have been changing the character of the island, not the changing of the LOS. He does not agree that Mercer Island should adopt a poor standard. He questioned why innovative projects are always increasing density, why can't there be an innovative project that decreases the number of people in a small area.

Michelle Goldberg, 2212 78th Ave SE, does not believe Mercer Island should go down to level of service D. She also does not believe that the bus intercept would be able to work within the existing LOS, and that it would be much harder to have the bus turnaround if the Island maintains its current level of service for transportation. In terms of innovative housing, she does not want to see micro apartments or boarding home type houses and believes there should be something in the comp plan about maximum density. She would not put off until 2016 the Town Center visioning changes.

Steve Marshall, 8150 West Mercer Way, noted that the Planning Commission had a lot to cover in 4 months. He suggested that Council take elements of the comp plan that do not deal with the Town Center and pass those changes, but then incorporate Town Center changes into the remaining elements. He has issues with how the data was gathered to recommend changing from LOS C to LOS D. He stated that if the City wants more leverage with Sound Transit on the bus intercept it should not move from LOS C to LOS D.

Salim Nice, 5619 89th Ave SE, noted that the stakeholder group has asked a lot of questions about the GMA, including many questions around growth targets. He thinks that the two are linked and that there is still a couple more months of work to be done. He also spoke about the next round of GMA targets in 2017.

Lloyd Gilman, 80th Ave SE, is opposed to "living" documents and likes to see things on paper. He believes the comp plan should be done in parts, not all at once, and that the way it is being done now is very specious.

Deputy Mayor Grausz stated that tonight's discussion would not be considered first reading since Council is not giving staff final direction, that Council will give further direction to staff at the Study Session on May 18, and that first reading will then be held on June 15.

Council agreed to continue discussions on affordable housing and cottage housing/demo project as part of the comp plan, to include a general statement regarding historical homes, and to include a policy that Council should consider impact fees and growth paying for growth, as an overriding principal.

Council agreed that Residential Zoning Outside the Town Center will not be included as part of this comp plan update.

OTHER BUSINESS

Councilmember Absences

Mayor Bassett's absence was excused.

Councilmember Wachs' absence was excused from the Special Joint Meeting on April 30.

Planning Schedule

Deputy Mayor Grausz noted that a Study Session will be added to the May 18, 2015 meeting regarding the Comprehensive Plan.

City Manager Treat noted that impact fees and an R8A update will be added to future meetings.

Board Appointments

There were no appointments.

Councilmember Reports

Councilmember Bertlin spoke about becoming Vice-Chair of the GMPC caucus.

Councilmember Cero asked when the Design Commission packets are published, noted that the public is owed an update on what occurred at the April 20, 2015 Executive Session, and spoke about using the south Luther Burbank parking lot for park and ride overflow.

City Attorney Knight noted that there were two matters resolved at the April 20, 2015 Executive Session, the settlement agreement of the Calkins Landing encroachment and the settlement agreement for AT&T mobility.

Deputy Mayor Grausz spoke about the PSRC general assembly meeting. He also noted that the stakeholder group meeting will be held at 6:00 pm tomorrow night at the MICEC and that there will be a public meeting on May 11 from 5:30-7:30 pm also at the MICEC.

EXECUTIVE SESSION

To discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i)

At 11:01 pm, Deputy Mayor Grausz convened the Executive Session to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i) for approximately 10 minutes.

At 11:11 pm, Deputy Mayor Grausz adjourned the Executive Session.

ADJOURNMENT

The Regular Meeting adjourned at 11:12 pm.

Bruce Bassett, Mayor

Attest:

Allison Spietz, City Clerk

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	175551-175694	05/21/15	\$ 648,289.76
			\$ 648,289.76

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175551	05/21/2015	ABMH TRUST WATER METER INSTALL REFUND		1409140	05/15/2015	1,358.48
00175552	05/21/2015	AIRGAS USA LLC Oxygen/Fire	P86637	9926953765	04/30/2015	69.64
00175553	05/21/2015	AMERICAN PLANNING ASSOC MEMBERSHIP & CHAPTER DUES - SC	P86502	007941545/290011	04/14/2015	1,060.00
00175554	05/21/2015	ANDERSON, LAURA MARIE Instruction services for Power	P86665	15379/15385	05/18/2015	1,541.40
00175555	05/21/2015	ARC - PACIFIC NORTHWEST PRINTING CHARGES - APRIL 2015	P86630	56605528	04/10/2015	3.21
00175556	05/21/2015	ARONSON SECURITY GROUP INC Padlocks	P86586	WSEA11815	05/06/2015	231.92
00175557	05/21/2015	ATD PUGET SOUND CHAPTER contract 20476 completed, depo	P86601	20476	05/12/2015	200.00
00175558	05/21/2015	AUTONATION REPAIR	P86657	101581	04/02/2015	102.90
00175559	05/21/2015	AWC COBRA Payment June 2015 W. San	P86705	OH004820	05/21/2015	1,547.64
00175560	05/21/2015	BALLARD MARINE CONSTRUCTION RESERVOIR TANK INSPECTIONS	P86572	2758	04/30/2015	5,070.00
00175561	05/21/2015	BASTROM, KENT G MILEAGE EXPENSE		OH004802	05/14/2015	348.08
00175562	05/21/2015	BELL & ASSOCIATES INC REPUBLIC RATE REVIEW	P86656	201534	04/30/2015	290.00
00175563	05/21/2015	BERK CONSULTING Professional Services: MIYFS N	P85227	79690415	05/07/2015	1,641.25
00175564	05/21/2015	BICW SEATTLE Refunding charges for stages f	P86589	20664	05/11/2015	156.00
00175565	05/21/2015	BLACHE, TARYN E Re-issue stale dated payroll c	P86625	OH004810	05/13/2015	28.85
00175566	05/21/2015	BRAUN NORTHWEST INC. Lock System	P86614	17786	04/27/2015	189.62
00175567	05/21/2015	BUBBLES BELOW #8 servicing	P86668	41972/41969/4196	05/15/2015	1,191.96
00175568	05/21/2015	CALPORTLAND COMPANY #4 X DUST (34.49 TONS)	P86527	92434213	05/05/2015	927.17
00175569	05/21/2015	CATALYST 2030 NPDES/Stormwater Education &	P86687	OH004815	04/30/2015	1,820.00
00175570	05/21/2015	CDW GOVERNMENT INC Computer Supplies	P86379	VD83272	04/30/2015	7,974.56
00175571	05/21/2015	CEDAR GROVE COMPOSTING INC 3-WAY TOPSOIL (30 YDS)	P86582	0000226178	05/01/2015	791.04
00175572	05/21/2015	CEDAR RIVER WATERSHED EDU CTR REPLACE WARRANT 175127		OH004811	05/18/2015	443.75
00175573	05/21/2015	CHEN, JACK WATER METER INSTALL REFUND		1405099	05/15/2015	758.00
00175574	05/21/2015	CLEAR VIEW TREE SERVICE ROW STUMP GRINDING SERVICE	P85851	Q204	04/17/2015	2,759.40
00175575	05/21/2015	CLOUD 9 SPORTS LLC CREW JACKET (HUNTER/1-SM)	P86420	DMSH2136	05/06/2015	1,847.48
00175576	05/21/2015	COMCAST Internet Charges/Fire	P86644	OH004812	05/04/2015	68.67

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175577	05/21/2015	COMCAST MAINT. WI-FI ACCESS	P86658	OH004813	05/07/2015	84.13
00175578	05/21/2015	COMPLETE OFFICE OFFICE SUPPLIES		OH004764	04/30/2015	2,738.00
00175579	05/21/2015	CONCRETE RESTORATION INC Repair of the Gateway Concrete	P86184	153044	04/29/2015	4,927.50
00175580	05/21/2015	CORRECT EQUIPMENT RESERVOIR CHLORINE BOOST	P86556	31278	05/01/2015	1,252.68
00175581	05/21/2015	CRIMINAL JUSTICE TRAINING COMM Firearms Inst Training	P86548	20115040	05/01/2015	1,500.00
00175582	05/21/2015	CULLIGAN Water Service/Fire	P86643	201504672721	04/30/2015	152.30
00175583	05/21/2015	DATAQUEST LLC Background checks for YFS vols	P86511	CMIPARKS201504	04/30/2015	251.50
00175584	05/21/2015	DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRINTING APRIL15		73134178	05/01/2015	327.33
00175585	05/21/2015	DUNBAR ARMORED MAY 2015 Armored Car Service	P86685	3580937	05/01/2015	1,594.19
00175586	05/21/2015	EAST SEATTLE VENTURES WATER METER INSTALL REFUND		1408009	05/15/2015	88.29
00175587	05/21/2015	ENERSPECT MEDICAL SOLUTIONS Defibrillator Batts for PD Rig	P86645	20897	04/28/2015	246.31
00175588	05/21/2015	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P85018	8159	05/01/2015	3,510.95
00175589	05/21/2015	FEDEX OFFICE Laminating, cutting & other	P85161	513500028221	04/30/2015	16.05
00175590	05/21/2015	FIBERTECH Casters for Tshop Operations	P86376	13573	04/29/2015	186.90
00175591	05/21/2015	FIRST RESPONSE EMERGENCY EQUPT Flashlight	P86639	4008	04/21/2015	151.11
00175592	05/21/2015	G&K SERVICES MAINT. DEPT COVERALL/LAUNDRY	P86655	OH004816	04/30/2015	674.18
00175593	05/21/2015	GAMETIME Playground equipment piece for	P85248	PJI0007265	02/20/2015	876.73
00175594	05/21/2015	GRAINGER INVENTORY PURCHASES	P86516	9729364019	04/29/2015	667.75
00175595	05/21/2015	GRAND & BENEDICTS INC Operating supplies for MI Thri	P85351	0718517IN	04/14/2015	728.03
00175596	05/21/2015	GREER, J SCOTT Judge Pro tem	P86608	OH004817	05/12/2015	200.00
00175597	05/21/2015	GROUP HEALTH COOPERATIVE New Recruit Medical Testing	P86612	74008309	05/01/2015	649.00
00175598	05/21/2015	HEALTHFORCE PARTNERS LLC Dive team physical-Gordon	P86666	24219	05/05/2015	260.00
00175599	05/21/2015	HEDEEN & CADITZ PLLC Legal Services Fire Station In	P86610	7883	05/06/2015	29,653.00
00175600	05/21/2015	HOME DEPOT CREDIT SERVICE 65) CONCRETE BAGS & TARP	P86664	0156639293205	05/13/2015	463.69
00175601	05/21/2015	HONEYWELL, MATTHEW V Public Defender Inv#856	P86649	856	05/12/2015	30.00
00175602	05/21/2015	HORIZON REPAIR PARTS FOR FL-0382	P86483	3M153095	04/30/2015	316.65

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175603	05/21/2015	HUGHES, KAITY contract 20077 completed, depo	P86599	20077	05/12/2015	370.00
00175604	05/21/2015	INTERCOM LANGUAGE SERVICES INC Interpreting Services	P86606	1599	04/25/2015	300.00
00175605	05/21/2015	INTERNATIONAL SMILE POWER contract 20249 completed, depo	P86600	20249	05/12/2015	71.00
00175606	05/21/2015	ISSAQUAH CITY JAIL Iss Jail bill-April	P86672	0450007923	05/01/2015	3,010.22
00175607	05/21/2015	ISSAQUAH SIGNS CLOSED TO PUBLIC SIGNS	P86421	123592	05/05/2015	758.84
00175608	05/21/2015	JAYMARC ESTATES LLC WATER METER INSTALL REFUND		1408128	05/15/2015	381.17
00175609	05/21/2015	KC DNRP DIRECTOR'S OFFICE KC-Cities Climate Collaboratio	P86688	OH004822	05/04/2015	1,200.00
00175610	05/21/2015	KC FINANCE Remit 2% Liquor Profits and Ex	P86684	2052697	05/01/2015	1,311.64
00175611	05/21/2015	KC HOUSING AUTHORITY Rental ass't (CA)	P86584	OH004819	05/11/2015	600.00
00175612	05/21/2015	KC PET LICENSES KC PET LICENSES FEES COLLECTED	P85306	OH004818	04/30/2015	60.00
00175613	05/21/2015	KING CO PROSECUTING ATTORNEY COURT REMITTANCE KC CRIME VICT	P85305	OH004821	04/30/2015	582.03
00175614	05/21/2015	KING COUNTY FINANCE MONTHLY SEWER JAN-DEC 2015	P85017	30009590	05/01/2015	371,755.35
00175615	05/21/2015	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P85541	11003361	04/30/2015	1,623.00
00175616	05/21/2015	KING COUNTY FINANCE KING COUNTY TRAFFIC SERVICE	P86650	5929859298	04/30/2015	564.79
00175617	05/21/2015	KONGSBERGER SKI CLUB contract 20037 completed, depo	P86605	200037	05/12/2015	50.00
00175618	05/21/2015	KPG Professional Svc thru 4-25-15	P86676	44915	05/07/2015	1,109.83
00175619	05/21/2015	LANGUAGE LINE SERVICES Language Line	P86609	3571537	03/31/2015	38.73
00175620	05/21/2015	LEDBETTER-KRAFT, DELORES E Instruction services for Aerob	P86623	15390	05/13/2015	1,262.10
00175621	05/21/2015	LEE, SUNG APA CONF PARKING FEE & SUPPLIE		OH004804	05/07/2015	84.06
00175622	05/21/2015	LEGEND DATA SYSTEMS INC Passports	P86611	105653	04/29/2015	99.34
00175623	05/21/2015	M & M BALLOON CO 2015 Helium refills at MICEC	P85393	25115	05/01/2015	20.81
00175624	05/21/2015	MAILFINANCE INC 2015 Luther Burbank Postage Me	P85058	H5301272	04/27/2015	178.84
00175625	05/21/2015	MAIR, STEPHEN PER DIEM FIRE INVEST CONF		OH004805	05/13/2015	199.70
00175626	05/21/2015	MANNING, KASEY E TRANSCRIPT SERVICES FOR TOWN C	P86628	MI05082015	05/05/2015	570.00
00175627	05/21/2015	METROPRESORT Printing and Mailing April 201	P85663	472903/472578/47	04/14/2015	1,945.35
00175628	05/21/2015	MI HARDWARE - FIRE Misc. Apparatus Parts	P86682	OH004823	04/30/2015	10.34

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175629	05/21/2015	MICHAEL SKAGGS ASSOCIATES JANITORIAL SERVICES	P86570	15238	04/30/2015	9,980.51
00175630	05/21/2015	NATIONAL CHARITY LEAGUE contract 20346 complete, depos	P86591	20346	05/11/2015	150.00
00175631	05/21/2015	NOWAKOWSKI, KRISTA WATER METER INSTALL REFUND		1312127	05/15/2015	44.06
00175632	05/21/2015	NW PLAYGROUND EQUIPMENT INC 3/16" CHAIN (100')	P86597	38039	04/27/2015	196.96
00175633	05/21/2015	NW PROGRESSIVE INSTITUTE Contract 18983 completed, depo	P86590	18983	05/11/2015	350.00
00175634	05/21/2015	O'REILLY AUTOMOTIVE INC Misc. Apparatus Parts	P86615	OH004824	04/28/2015	34.23
00175635	05/21/2015	OGDEN MURPHY WALLACE PLLC Legal Services Inv #719409	P86627	719409	05/07/2015	443.19
00175636	05/21/2015	PAMPATI, PHANINDRA Contract 20630 completed, depo	P86602	20630	05/12/2015	350.00
00175637	05/21/2015	PARENTMAP April web advertising for Recr	P86538	415670/515322	04/30/2015	2,050.00
00175638	05/21/2015	PAULETTO, MAUDE Instruction services for Yoga	P86660	15537/538/535	05/18/2015	1,459.16
00175639	05/21/2015	PETTY CASH FUND THRIFT SHOP PETTY CASH REIMB		OH004806	05/18/2015	84.94
00175640	05/21/2015	PETTY CASH FUND YOUTH SERVICES PETTY CASH REIMB		OH004807	05/15/2015	113.71
00175641	05/21/2015	PURIFIED WATER TO GO Bottled water	P85015	402115	04/30/2015	69.26
00175642	05/21/2015	RAYCHAUDHURI, ESTELA contract 20560 completed, depo	P86604	20560	05/12/2015	312.50
00175643	05/21/2015	REPUBLIC SERVICES #172 12 YARD DISPOSAL/RECYCLING SER	P86675	0172006404888/01	04/30/2015	5,026.65
00175644	05/21/2015	RICOH USA INC Cost Per Copy/Fire	P86681	5035728149	04/25/2015	143.47
00175645	05/21/2015	RICOH USA INC (FIRE) Copier Rental/Fire	P86618	94652233	05/05/2015	319.42
00175646	05/21/2015	RISAN ATHLETICS INC DIG OUT TOOLS	P86598	45221	05/01/2015	44.35
00175647	05/21/2015	RKK CONSTRUCTION WATER METER INSTALL REFUND		1412123	05/15/2015	96.76
00175648	05/21/2015	RODDA PAINT CITY HALL PAINTING	P86554	19859511	05/01/2015	39.20
00175649	05/21/2015	ROSENSTEIN, SUSIE Personal training services 5/6	P86622	100	05/06/2015	150.00
00175650	05/21/2015	S & S TIRE Tires/8610	P86636	152547	04/20/2015	892.56
00175651	05/21/2015	S G LAND GROUP LLC WATER METER INSTALL REFUND		1407028	05/15/2015	600.50
00175652	05/21/2015	SANDINE, ASEA Operating Supplies		OH004808	05/13/2015	41.63
00175653	05/21/2015	SCHWIETHALE, ZACHRY Thrift Shop web site design &	P86619	162	05/06/2015	1,000.00
00175654	05/21/2015	SEA WESTERN INC Bunker Gear	P86641	184104/184077	05/07/2015	165.68

Accounts Payable Report by Check Number

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00175655	05/21/2015	SEATTLE PUBLIC UTILITIES April 2015 SPU Retail Service	P86689	OH004825	04/30/2015	12,976.00
00175656	05/21/2015	SEATTLE PUMP LEADER HOSES & FITTINGS	P86580	151850	05/05/2015	401.91
00175657	05/21/2015	SETH HARRY & ASSOCIATES INC PHASE 2, TOWN CENTER DEVELOPME	P86074	OH004826	05/01/2015	21,810.00
00175658	05/21/2015	SIGNATURE LANDSCAPE SERVICES 2015 Landscape services for Ci	P86337	91892/93/94	05/01/2015	3,823.73
00175659	05/21/2015	SME INC OF SEATTLE Contract 20139 complete. Depos	P86592	20139	05/11/2015	343.50
00175660	05/21/2015	SNYDER, GREG WATER METER INSTALL REFUND		1310108	05/20/2015	3,486.11
00175661	05/21/2015	SOUND PUBLISHING INC Annual advertising contract wi	P86287	724613	04/30/2015	140.00
00175662	05/21/2015	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P86596	333671901	05/04/2015	409.90
00175663	05/21/2015	STERICYCLE INC On-Call Charges	P86616	3003010224	04/30/2015	10.36
00175664	05/21/2015	SUNTRUST EQUIPMENT FINANCE Interest Payment Fire Lease	P86363	1557408	04/17/2015	70,715.48
00175665	05/21/2015	SUPPLY SOURCE INC, THE INVENTORY PURCHASES	P86661	1600556	05/12/2015	1,553.95
00175666	05/21/2015	SYLVETSKY, LESLIE SR SOCIAL SUPPLIES		OH004809	05/14/2015	161.96
00175667	05/21/2015	THOMSON REUTERS - WEST Intel database	P86674	831760042	05/01/2015	174.23
00175668	05/21/2015	TOVAR, JOSEPH W GMA PLANNING & COMP	P86634	15011	04/30/2015	2,145.00
00175669	05/21/2015	TRAFFIC SAFETY SUPPLY BANNER KIT FOR POLE MOUNT	P86579	997317	05/04/2015	51.07
00175670	05/21/2015	TRUCK ALIGN LLC Steer Axle Align 8610	P86613	6075	04/07/2015	328.20
00175671	05/21/2015	TRUE NORTH LAND SURVEYING INC Luther Burbank/West Hill Trail	P86587	4596	05/01/2015	2,001.13
00175672	05/21/2015	UNDERWATER SPORTS INC. Dive team equip repair	P86667	9253/24/55/69/70	04/21/2015	2,564.28
00175673	05/21/2015	UNITED SITE SERVICES 2015 Portable toilet rentals a	P85006	1142926408/6404	05/08/2015	565.45
00175688	05/21/2015	US BANK CORP PAYMENT SYS AMTRAK .COM 1180681058185		2441289512070058	05/06/2015	21,333.56
00175689	05/21/2015	WA STATE CASA ASSOCIATION contract 19490 completed, depo	P86603	19490	05/12/2015	272.00
00175690	05/21/2015	WALTER E NELSON CO Station Supplies	P86419	484094/893/907	04/27/2015	843.43
00175691	05/21/2015	WALUND, BRYNN Reissue stale-dated payroll ch	P86624	OH004827	05/13/2015	260.43
00175692	05/21/2015	WASHINGTON STATE PATROL Background checks	P86671	I15007944	05/04/2015	163.50
00175693	05/21/2015	XEROX CORPORATION Copier Costs - April	P86507	079422263	05/01/2015	3,876.05
00175694	05/21/2015	COSTCO SHELVING AND SUPPLISE FOR FS92		514000701795	05/21/2015	1,595.36

Accounts Payable Report by Check Number

<u>Check No</u>	<u>Check Date</u>	<u>Vendor Name/Description</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Check Amount</u>
					Total	<u>648,289.76</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P85305	00175613	KING CO PROSECUTING ATTORNEY	COURT REMITTANCE KC CRIME VICT	582.03
P86599	00175603	HUGHES, KAITY	contract 20077 completed, depo	370.00
P86590	00175633	NW PROGRESSIVE INSTITUTE	Contract 18983 completed, depo	350.00
P86602	00175636	PAMPATI, PHANINDRA	Contract 20630 completed, depo	350.00
P86592	00175659	SME INC OF SEATTLE	Contract 20139 complete. Depos	343.50
P86604	00175642	RAYCHAUDHURI, ESTELA	contract 20560 completed, depo	312.50
P86603	00175689	WA STATE CASA ASSOCIATION	contract 19490 completed, depo	272.00
P86601	00175557	ATD PUGET SOUND CHAPTER	contract 20476 completed, depo	200.00
P86589	00175564	BICW SEATTLE	Refunding charges for stages f	156.00
P86591	00175630	NATIONAL CHARITY LEAGUE	contract 20346 complete, depos	150.00
P86600	00175605	INTERNATIONAL SMILE POWER	contract 20249 completed, depo	71.00
P85306	00175612	KC PET LICENSES	KC PET LICENSES FEES COLLECTED	60.00
P86605	00175617	KONGSBERGER SKI CLUB	contract 20037 completed, depo	50.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P86689	00175655	SEATTLE PUBLIC UTILITIES	April 2015 SPU Retail Service	12,976.00
	00175660	SNYDER, GREG	WATER METER INSTALL REFUND	3,486.11
P86661	00175665	SUPPLY SOURCE INC, THE	INVENTORY PURCHASES	1,553.95
	00175551	ABMH TRUST	WATER METER INSTALL REFUND	1,358.48
	00175573	CHEN, JACK	WATER METER INSTALL REFUND	758.00
	00175651	S G LAND GROUP LLC	WATER METER INSTALL REFUND	600.50
P86515	00175594	GRAINGER	INVENTORY PURCHASES	544.55
	00175608	JAYMARC ESTATES LLC	WATER METER INSTALL REFUND	381.17
	00175647	RKK CONSTRUCTION	WATER METER INSTALL REFUND	96.76
	00175586	EAST SEATTLE VENTURES	WATER METER INSTALL REFUND	88.29
	00175631	NOWAKOWSKI, KRISTA	WATER METER INSTALL REFUND	44.06
<i>Org Key: 814006 - Regular Checks Re-Issued</i>				
P86624	00175691	WALUND, BRYNN	Reissue stale-dated payroll ch	260.43
P86625	00175565	BLACHE, TARYN E	Re-issue stale dated payroll c	28.85
<i>Org Key: CA1100 - Administration (CA)</i>				
P86627	00175635	OGDEN MURPHY WALLACE PLLC	Legal Services Inv #719409	443.19
	00175688	US BANK CORP PAYMENT SYS	SHERATON HOTELS	326.75
	00175688	US BANK CORP PAYMENT SYS	AMTRAK .COM 1180681058185	82.00
	00175688	US BANK CORP PAYMENT SYS	BLACKTOP & CHECKER CABS#4	12.27
	00175688	US BANK CORP PAYMENT SYS	MACLURES CABS	11.98
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P86649	00175601	HONEYWELL, MATTHEW V	Public Defender Inv#856	30.00
<i>Org Key: CM1100 - Administration (CM)</i>				
	00175688	US BANK CORP PAYMENT SYS	UNION STATION PARKING GAR	13.44
	00175688	US BANK CORP PAYMENT SYS	ISLANDER	7.02
<i>Org Key: CM1200 - City Clerk</i>				
	00175688	US BANK CORP PAYMENT SYS	WALLA WALLA FARMS CATE	297.09
	00175688	US BANK CORP PAYMENT SYS	RESTAURANTS ON THE RUN	234.13
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	15.24
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	4.49

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: CM1300 - Sustainability</i>				
P86688	00175609	KC DNRP DIRECTOR'S OFFICE	KC-Cities Climate Collaboratio	1,200.00
<i>Org Key: CM1400 - Communications</i>				
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4706	17.99
	00175688	US BANK CORP PAYMENT SYS	BACKUPIFY	4.99
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00175688	US BANK CORP PAYMENT SYS	FRED MEYER #0664	370.00
	00175688	US BANK CORP PAYMENT SYS	INGALLINA'S BOX LUNCH	307.29
	00175688	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	100.00
	00175688	US BANK CORP PAYMENT SYS	QFC #5820	100.00
	00175688	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	75.00
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	75.00
	00175688	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	50.00
	00175688	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	25.00
	00175688	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	25.00
<i>Org Key: CR1300 - Payroll Services</i>				
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	34.88
<i>Org Key: CT1100 - Municipal Court</i>				
P86606	00175604	INTERCOM LANGUAGE SERVICES INC	Interpreting Services	300.00
P86607	00175693	XEROX CORPORATION	Copier Costs - April	164.66
P86608	00175596	GREER, J SCOTT	Judge Pro tem	100.00
P86608	00175596	GREER, J SCOTT	Judge Pro tem	100.00
P86609	00175619	LANGUAGE LINE SERVICES	Language Line	38.73
<i>Org Key: DS1100 - Administration (DS)</i>				
P86502	00175553	AMERICAN PLANNING ASSOC	MEMBERSHIP & CHAPTER DUES - SC	660.00
P86502	00175553	AMERICAN PLANNING ASSOC	PLANNING BOARD MEMBERSHIP & DU	400.00
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	121.25
	00175688	US BANK CORP PAYMENT SYS	MBP MERCHANT FEE	54.10
	00175688	US BANK CORP PAYMENT SYS	STAMP INK REFILS	47.80
	00175584	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL15	46.76
P86420	00175575	CLOUD 9 SPORTS LLC	CREW JACKET (HUNTER/1-SM)	45.99
	00175688	US BANK CORP PAYMENT SYS	ACT*MRSC	35.00
P86420	00175575	CLOUD 9 SPORTS LLC	PULLOVER FLEECE (NAVY/1-SM)	31.76
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE (CITY OF MER	27.38
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	18.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	16.00
	00175688	US BANK CORP PAYMENT SYS	GOLDBERG'S TO GO	12.55
	00175688	US BANK CORP PAYMENT SYS	SUBWAY 04118014	9.04
P86630	00175555	ARC - PACIFIC NORTHWEST	PRINTING CHARGES - APRIL 2015	3.21
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
	00175688	US BANK CORP PAYMENT SYS	COMP AND STRUCTURES	150.00
	00175688	US BANK CORP PAYMENT SYS	EB ADVANCED WOOD ENGI	80.00
	00175688	US BANK CORP PAYMENT SYS	AVANGATE*X1.COM	49.95
	00175584	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL15	46.76

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	EB ADVANCED WOOD ENGI	40.00
	00175688	US BANK CORP PAYMENT SYS	ADOBE *ACROBT PRO SUB	21.71
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE (CITY OF MER	13.69
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
	00175584	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL15	187.05
	00175621	LEE, SUNG	APA CONF PARKING FEE & SUPPLIE	84.06
<i>Org Key: DS1400 - Development Engineering</i>				
P86676	00175618	KPG	Professional Svc thru 4-25-15	1,109.83
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE (CITY OF MER	13.68
<i>Org Key: DS1700 - DSG Arborist</i>				
	00175688	US BANK CORP PAYMENT SYS	PACIFIC NORTHWEST ISA	123.50
	00175688	US BANK CORP PAYMENT SYS	PACIFIC NORTHWEST ISA	92.75
	00175688	US BANK CORP PAYMENT SYS	UW BOTANIC GARDENS CTR FO	42.50
<i>Org Key: DS4550 - Utility Inspection (Clearing)</i>				
P86595	00175662	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	88.86
P86420	00175575	CLOUD 9 SPORTS LLC	HOODED SWEATSHIRT-ZIPPERED	31.48
P86420	00175575	CLOUD 9 SPORTS LLC	CLASS 3 SHORT SLEEVE TEE SHIRT	19.55
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (CITY OF ME	8.21
<i>Org Key: DSBE01 - Economic Development</i>				
P86074	00175657	SETH HARRY & ASSOCIATES INC	PHASE 2, TOWN CENTER DEVELOPME	21,810.00
P86634	00175668	TOVAR, JOSEPH W	GMA PLANNING & COMP	2,145.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P85663	00175627	METROPRESORT	Printing and Mailing April 201	383.51
P85663	00175627	METROPRESORT	Printing and Mailing April 201	264.94
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P85663	00175627	METROPRESORT	Printing and Mailing April 201	383.51
P85663	00175627	METROPRESORT	Printing and Mailing April 201	264.94
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P85663	00175627	METROPRESORT	Printing and Mailing April 201	383.51
P85663	00175627	METROPRESORT	Printing and Mailing April 201	264.94
<i>Org Key: FR1100 - Administration (FR)</i>				
P86419	00175690	WALTER E NELSON CO	Station Supplies	843.43
P86612	00175597	GROUP HEALTH COOPERATIVE	New Recruit Medical Testing	649.00
P86618	00175645	RICOH USA INC (FIRE)	Copier Rental/Fire	319.42
	00175688	US BANK CORP PAYMENT SYS	WASHINGTON AWARDS INC	252.50
	00175688	US BANK CORP PAYMENT SYS	MSFT *MICROSOFTSTORE	229.93
	00175688	US BANK CORP PAYMENT SYS	B&H PHOTO, 800-606-6969	202.48
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	176.28
	00175688	US BANK CORP PAYMENT SYS	PAYPAL *INSTITUTION	156.00
P86643	00175582	CULLIGAN	Water Service/Fire	152.30
P86681	00175644	RICOH USA INC	Cost Per Copy/Fire	143.47
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	122.99
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	108.39
	00175688	US BANK CORP PAYMENT SYS	BARGREEN ELLINGSON #14	101.53

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P86644	00175576	COMCAST	Internet Charges/Fire	68.67
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE 5197	59.52
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	54.36
	00175688	US BANK CORP PAYMENT SYS	USPS 54530602535107903	49.00
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	46.80
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE 5197	30.00
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE 5197	22.20
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE 5197	21.89
	00175688	US BANK CORP PAYMENT SYS	USPS 54530602535107903	18.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	16.00
Org Key: FR2100 - Fire Operations				
P85018	00175588	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	1,343.32
P86636	00175650	S & S TIRE	Tires/8610	892.56
P86613	00175670	TRUCK ALIGN LLC	Steer Axle Align 8610	328.20
P86614	00175566	BRAUN NORTHWEST INC.	Lock System	189.62
P86641	00175654	SEA WESTERN INC	Bunker Gear	165.68
P86639	00175591	FIRST RESPONSE EMERGENCY EQUPT	Flashlight	151.11
P86611	00175622	LEGEND DATA SYSTEMS INC	Passports	99.34
P86615	00175634	O'REILLY AUTOMOTIVE INC	Misc. Apparatus Parts	34.23
	00175688	US BANK CORP PAYMENT SYS	STARBUCKS #03310 MERCER I	16.37
P86682	00175628	MI HARDWARE - FIRE	Misc. Apparatus Parts	10.34
	00175688	US BANK CORP PAYMENT SYS	IN *HID KIT PROS	-350.18
Org Key: FR2500 - Fire Emergency Medical Svcs				
P86637	00175552	AIRGAS USA LLC	Oxygen/Fire	69.64
P86616	00175663	STERICYCLE INC	On-Call Charges	10.36
Org Key: FR4100 - Training				
	00175561	BASTROM, KENT G	PER DIEM REIMB FIRE INVES CONF	199.70
	00175625	MAIR, STEPHEN	PER DIEM FIRE INVEST CONF	199.70
	00175561	BASTROM, KENT G	MILEAGE EXPENSE	148.38
	00175688	US BANK CORP PAYMENT SYS	IAAI	140.00
	00175688	US BANK CORP PAYMENT SYS	IAAI	140.00
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	131.60
Org Key: FR5100 - Community Risk Reduction				
P86379	00175570	CDW GOVERNMENT INC	Adobe Pro Fire Conference 3860	412.14
	00175688	US BANK CORP PAYMENT SYS	NFPA NATL FIRE PROTECT	49.00
	00175688	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	8.75
Org Key: GDI503 - Interest-Equip Rental				
P86363	00175664	SUNTRUST EQUIPMENT FINANCE	Interest Payment Fire Lease	12,585.31
Org Key: GDP503 - Principal - Equip Rental				
P86363	00175664	SUNTRUST EQUIPMENT FINANCE	Principal Payment Fire Lease	58,130.17
Org Key: GGM001 - General Government-Misc				
P85227	00175563	BERK CONSULTING	Professional Services: MIYFS N	1,641.25
P86628	00175626	MANNING, KASEY E	TRANSCRIPT SERVICES FOR TOWN C	570.00
P86685	00175585	DUNBAR ARMORED	MAY 2015 Armored Car Service	474.04
	00175572	CEDAR RIVER WATERSHED EDU CTR	REPLACE WARRANT 175127	443.75

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	MOS PIZZA	176.07
	00175688	US BANK CORP PAYMENT SYS	GOTOCITRIX.COM	53.66
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	44.88
P85015	00175641	PURIFIED WATER TO GO	MONTHLY WATER SERVICE JAN-DEC	36.26
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	878.61
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	631.95
P86520	00175693	XEROX CORPORATION	MAIL ROOM COPIER CHARGES	558.08
P86506	00175693	XEROX CORPORATION	CM'S COPIER CHARGES -	498.90
P85058	00175624	MAILFINANCE INC	2015 Luther Burbank Postage Me	178.84
P86507	00175693	XEROX CORPORATION	DSG COPIER CHARGES 3/21-4/21/1	178.00
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	54.92
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	46.35
<i>Org Key: GX9995 - Employee Benefits-General</i>				
P86705	00175559	AWC	COBRA Payment June 2015 W. San	778.67
<i>Org Key: GX9998 - Employee Benefits-Maintenance</i>				
P86705	00175559	AWC	COBRA Payment June 2015 T. Dea	768.97
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P86684	00175610	KC FINANCE	Remit 2% Liquor Profits and Ex	1,311.64
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00175688	US BANK CORP PAYMENT SYS	SMARTPATH LLC	1,795.00
P85541	00175615	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,623.00
	00175688	US BANK CORP PAYMENT SYS	HCL*HOTELCLUB.COM	1,588.33
	00175688	US BANK CORP PAYMENT SYS	GOTOCITRIX.COM	512.46
	00175688	US BANK CORP PAYMENT SYS	AC HOTEL DAVENPORT	410.37
	00175688	US BANK CORP PAYMENT SYS	PLURALSIGHT LLC	299.00
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	100.74
	00175688	US BANK CORP PAYMENT SYS	WATERPROOF SARL	100.69
	00175688	US BANK CORP PAYMENT SYS	FRY'S ELECTRONICS #30	89.76
	00175688	US BANK CORP PAYMENT SYS	LYNDA.COM, INC.	24.99
	00175688	US BANK CORP PAYMENT SYS	FRY'S ELECTRONICS #30	11.03
	00175688	US BANK CORP PAYMENT SYS	THE UPS STORE 1081	9.30
	00175688	US BANK CORP PAYMENT SYS	QFC #5806	7.42
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE #4065	5.79
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P86650	00175616	KING COUNTY FINANCE	KING COUNTY TRAFFIC SERVICE	564.79
P86633	00175600	HOME DEPOT CREDIT SERVICE	65) CONCRETE BAGS & TARP	256.52
P86664	00175600	HOME DEPOT CREDIT SERVICE	CEMENT MIXER RENTAL	207.17
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P86651	00175574	CLEAR VIEW TREE SERVICE	ROW STUMP GRINDING SERVICE	1,226.40
<i>Org Key: MT2500 - ROW Administration</i>				
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	2,179.40
P86596	00175662	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	321.04
P86675	00175643	REPUBLIC SERVICES #172	12 YARD DISPOSAL/RECYCLING SER	183.47
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/1-MED,3-LG,5-X	36.42

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P86420	00175575	CLOUD 9 SPORTS LLC	CREW SWEATSHIRT (LIGHT STEEL/1	35.10
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (MAINTENANC	28.46
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE	27.51
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/1-XXLG)	9.42
<i>Org Key: MT3100 - Water Distribution</i>				
P86582	00175571	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (30 YDS)	395.52
<i>Org Key: MT3150 - Water Quality Event</i>				
P86572	00175560	BALLARD MARINE CONSTRUCTION	RESERVOIR TANK INSPECTIONS	5,070.00
P86556	00175580	CORRECT EQUIPMENT	RESERVOIR CHLORINE BOOST	1,252.68
<i>Org Key: MT3200 - Water Pumps</i>				
P86421	00175607	ISSAQUAH SIGNS	CLOSED TO PUBLIC SIGNS	650.43
<i>Org Key: MT3300 - Water Associated Costs</i>				
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	242.17
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/1-MED,3-LG,5-X	43.05
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (MAINTENANC	28.46
<i>Org Key: MT3400 - Sewer Collection</i>				
P86580	00175656	SEATTLE PUMP	LEADER HOSES & FITTINGS	401.91
<i>Org Key: MT3500 - Sewer Pumps</i>				
P86516	00175594	GRAINGER	TWO WAY RADIO SET	123.20
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	242.17
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT LONG SLEEVE (NAVY/2-	23.54
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (MAINTENANC	16.38
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/1-MED,3-LG,5-X	12.14
<i>Org Key: MT3800 - Storm Drainage</i>				
P86527	00175568	CALPORTLAND COMPANY	#4 X DUST (34.49 TONS)	361.59
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P86655	00175592	G&K SERVICES	MAINT. DEPT COVERALL/LAUNDRY	674.18
P86575	00175693	XEROX CORPORATION	COPIER METER AND BASE CHARGES	351.71
P86658	00175577	COMCAST	MAINT. WI-FI ACCESS	84.13
	00175652	SANDINE, ASEA	Operating Supplies	41.63
P85018	00175588	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	30.53
P86420	00175575	CLOUD 9 SPORTS LLC	CREW SWEATSHIRT (LIGHT STEEL/1	17.28
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE	13.55
<i>Org Key: MT4200 - Building Services</i>				
P86632	00175629	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICES	4,022.27
	00175688	US BANK CORP PAYMENT SYS	GOURMONDO CATERING ONLIN	81.98
<i>Org Key: MT4210 - Building Landscaping</i>				
P86337	00175658	SIGNATURE LANDSCAPE SERVICES	2015 Landscape services for Ci	2,113.48
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	242.16
<i>Org Key: MT4300 - Fleet Services</i>				
P86483	00175602	HORIZON	REPAIR PARTS FOR FL-0382	316.65
P86657	00175558	AUTONATION	REPAIR	102.90

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	WA DOL VITAL CHEK	47.25
	00175688	US BANK CORP PAYMENT SYS	WA DOL VITAL CHEK SERVICE	2.00
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				
	00175688	US BANK CORP PAYMENT SYS	ISLANDER	29.40
<i>Org Key: MT4502 - Sewer Administration</i>				
P85017	00175614	KING COUNTY FINANCE	MONTHLY SEWER JAN-DEC 2015	371,755.35
<i>Org Key: MT4503 - Storm Water Administration</i>				
P86687	00175569	CATALYST 2030	NPDES/Stormwater Education &	1,820.00
<i>Org Key: MT4900 - Solid Waste</i>				
P86656	00175562	BELL & ASSOCIATES INC	REPUBLIC RATE REVIEW	290.00
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
P86579	00175669	TRAFFIC SAFETY SUPPLY	BANNER KIT FOR POLE MOUNT	51.07
<i>Org Key: PO1100 - Administration (PO)</i>				
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	324.46
	00175688	US BANK CORP PAYMENT SYS	MICROSOFT - 6 BELLEVUE	128.06
	00175688	US BANK CORP PAYMENT SYS	NORCOM emp appreciation	100.00
	00175688	US BANK CORP PAYMENT SYS	P&T office mat	43.75
	00175688	US BANK CORP PAYMENT SYS	NORCOM emp appreciation	29.98
	00175688	US BANK CORP PAYMENT SYS	P&T office desk	29.54
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	NORCOM emp appreciation	16.86
	00175688	US BANK CORP PAYMENT SYS	REV CPS OPS ADJ FROM 4/17	4.37
	00175688	US BANK CORP PAYMENT SYS	SMALL BALANCE WRITE-OFF	-4.37
<i>Org Key: PO1350 - Police Emergency Management</i>				
P85018	00175588	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	396.89
<i>Org Key: PO1600 - Regional Radio Operations (CJ)</i>				
P85018	00175588	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	1,740.21
<i>Org Key: PO1700 - Records and Property</i>				
P86547	00175693	XEROX CORPORATION	Records copier	350.25
P86547	00175693	XEROX CORPORATION	Admin copier	209.16
P86670	00175641	PURIFIED WATER TO GO	Bottled water	33.00
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P86671	00175692	WASHINGTON STATE PATROL	Background checks	163.50
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P86672	00175606	ISSAQUAH CITY JAIL	Iss Jail bill-April	3,010.22
<i>Org Key: PO2100 - Patrol Division</i>				
	00175688	US BANK CORP PAYMENT SYS	PORTABLES MICS AND BATTERIES	1,817.27
P86645	00175587	ENERSPECT MEDICAL SOLUTIONS	Defibrillator Batts for PD Rig	246.31
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	5.85

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PO2200 - Marine Patrol</i>				
	00175688	US BANK CORP PAYMENT SYS	Holster for MP Sgt. Robarge an	61.32
	00175688	US BANK CORP PAYMENT SYS	Frames for artwork	14.21
<i>Org Key: PO2201 - Dive Team</i>				
P86667	00175672	UNDERWATER SPORTS INC.	Dive team equip repair	804.83
P86667	00175672	UNDERWATER SPORTS INC.	Dry suit repair and polar jump	758.78
P86667	00175672	UNDERWATER SPORTS INC.	Dive gear repair-dry suit	436.74
P86667	00175672	UNDERWATER SPORTS INC.	Repair labor-hydro	306.60
P86668	00175567	BUBBLES BELOW	Fleece jumpsuit	274.85
P86666	00175598	HEALTHFORCE PARTNERS LLC	Dive team physical-Gordon	260.00
P86667	00175672	UNDERWATER SPORTS INC.	Dive team gear repair	257.33
P86668	00175567	BUBBLES BELOW	Regulator servicing	217.43
P86668	00175567	BUBBLES BELOW	#1 servicing	178.01
P86668	00175567	BUBBLES BELOW	#2 servicing	176.29
P86668	00175567	BUBBLES BELOW	#3 servicing	175.11
P86668	00175567	BUBBLES BELOW	#8 servicing	170.27
<i>Org Key: PO2400 - Special Operations Team (CJ)</i>				
	00175688	US BANK CORP PAYMENT SYS	Membership for Ofc. Seifert	30.00
<i>Org Key: PO3100 - Investigation Division</i>				
	00175688	US BANK CORP PAYMENT SYS	CIS 121 training	350.00
P86674	00175667	THOMSON REUTERS - WEST	Intel database	174.23
	00175688	US BANK CORP PAYMENT SYS	USB Drives for case investigat	32.83
<i>Org Key: PO3300 - School Resource Officer (CJ)</i>				
	00175688	US BANK CORP PAYMENT SYS	Holster for MP Sgt. Robarge an	61.32
<i>Org Key: PO4100 - Training</i>				
P86548	00175581	CRIMINAL JUSTICE TRAINING COMM	Firearms Inst Training	1,500.00
	00175688	US BANK CORP PAYMENT SYS	DeChant Active Shooter	48.24
<i>Org Key: PR1100 - Administration (PR)</i>				
	00175688	US BANK CORP PAYMENT SYS	STU*SHINDIGZ DECORATIO	442.90
	00175688	US BANK CORP PAYMENT SYS	COSTCO.COM *ONLINE	273.74
P86586	00175556	ARONSON SECURITY GROUP INC	Padlocks	231.92
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	179.68
P85479	00175693	XEROX CORPORATION	2015 Lease charges for Color C	160.26
P85438	00175693	XEROX CORPORATION	2015 Lease charges for Upstair	143.64
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	138.67
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	125.22
	00175688	US BANK CORP PAYMENT SYS	SIGNSONTHECHEAP.COM	116.70
	00175688	US BANK CORP PAYMENT SYS	WWW.ISTOCK.COM	115.00
	00175688	US BANK CORP PAYMENT SYS	AMAZONPRIME MEMBERSHIP	99.00
	00175688	US BANK CORP PAYMENT SYS	STU*SHINDIGZ DECORATIO	92.94
	00175688	US BANK CORP PAYMENT SYS	BUILDASIGN.COM	90.12
	00175688	US BANK CORP PAYMENT SYS	PARTY CITY	52.53
	00175584	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL15	46.76
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	40.71
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	40.33
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	35.95

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	RUBBER STAMP CHAMP	30.60
	00175688	US BANK CORP PAYMENT SYS	SIGNSONTHECHEAP.COM	28.86
	00175688	US BANK CORP PAYMENT SYS	TROPHIES 2 GO COM STORE	27.38
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	22.52
	00175688	US BANK CORP PAYMENT SYS	ETSY.COM	22.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
	00175688	US BANK CORP PAYMENT SYS	RPNW TAC CNVTNCTR Q02	20.00
	00175688	US BANK CORP PAYMENT SYS	SAFEWAY STORE00035451	17.50
P85438	00175693	XEROX CORPORATION	Use charges for 3/21/15 to 4/2	16.55
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	15.00
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	8.83
	00175688	US BANK CORP PAYMENT SYS	SEATTLE 684-PARK	8.00
P85479	00175693	XEROX CORPORATION	Use charges for 3/21/15 to 4/2	-12.17
Org Key: PR1500 - Urban Forest Management				
	00175688	US BANK CORP PAYMENT SYS	SIGNSONTHECHEAP.COM	164.97
	00175688	US BANK CORP PAYMENT SYS	USPS 54764600435102201	5.95
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	-13.07
Org Key: PR2100 - Recreation Programs				
P86538	00175637	PARENTMAP	Display ad for Recreation	1,075.00
P86538	00175637	PARENTMAP	April web advertising for Recr	975.00
	00175688	US BANK CORP PAYMENT SYS	WHENTOWORK	189.00
	00175688	US BANK CORP PAYMENT SYS	AA PARTY RENTAL BY CORT	169.72
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	148.30
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	140.55
	00175688	US BANK CORP PAYMENT SYS	CHALLENGER SPORTS CORP	59.00
	00175688	US BANK CORP PAYMENT SYS	ACT*MERCER IS PARKS	49.50
	00175688	US BANK CORP PAYMENT SYS	CTC*CONSTANTCONTACT.COM	46.07
	00175688	US BANK CORP PAYMENT SYS	FACEBOOK BAFZY7NCP2	40.00
	00175688	US BANK CORP PAYMENT SYS	TARGET 00003392	30.62
	00175688	US BANK CORP PAYMENT SYS	MICHAELS STORES 8403	24.07
	00175688	US BANK CORP PAYMENT SYS	THE CABBAGE PATCH REST	17.45
	00175688	US BANK CORP PAYMENT SYS	WASHINGTON RECREATION AND	-269.00
Org Key: PR2101 - Youth and Teen Camps				
	00175688	US BANK CORP PAYMENT SYS	SAHARA PIZZA	27.94
Org Key: PR2104 - Special Events				
	00175688	US BANK CORP PAYMENT SYS	AZAR DISPLAYS	40.72
P85393	00175623	M & M BALLOON CO	2015 Helium refills at MICEC	20.81
	00175688	US BANK CORP PAYMENT SYS	MERCER ISLAND TRUE VALUE	8.75
Org Key: PR2108 - Health and Fitness				
P86623	00175620	LEDBETTER-KRAFT, DELORES E	Instruction services for Aerob	1,262.10
P86665	00175554	ANDERSON, LAURA MARIE	Instruction services for Power	1,015.00
P86660	00175638	PAULETTO, MAUDE	Instruction services for Yoga	869.93
P86665	00175554	ANDERSON, LAURA MARIE	Instruction services for Power	526.40
P86660	00175638	PAULETTO, MAUDE	Instruction services for Yoga	312.73
P86660	00175638	PAULETTO, MAUDE	Instruction services for Yoga	276.50

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P86622	00175649	ROSENSTEIN, SUSIE	Personal training services 5/6	150.00
	00175688	US BANK CORP PAYMENT SYS	MOUNT SI GOLF COURSE -	25.00
	00175688	US BANK CORP PAYMENT SYS	FOSTER GOLF LINKS	17.00
	00175688	US BANK CORP PAYMENT SYS	TWIN RIVERS GOLF COURSE	16.00
<i>Org Key: PR3500 - Senior Services</i>				
	00175688	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	217.16
	00175688	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	116.88
	00175666	SYLVETSKY, LESLIE	SR SOCIAL SUPPLIES	81.89
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	81.33
	00175666	SYLVETSKY, LESLIE	SR SOCIAL LUNCHES	80.07
	00175688	US BANK CORP PAYMENT SYS	IKEA SEATTLE	65.59
	00175688	US BANK CORP PAYMENT SYS	WWW.VISTAPRINT.COM	43.97
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	41.11
	00175688	US BANK CORP PAYMENT SYS	EVERYTHING PARTY	26.72
	00175688	US BANK CORP PAYMENT SYS	FRED-MEYER #0391	24.80
P85459	00175693	XEROX CORPORATION	Use charges for 3/21/15 to 4/2	22.54
P86511	00175583	DATAQUEST LLC	Background check for RC	21.50
	00175688	US BANK CORP PAYMENT SYS	CORNING REVERE #106	19.58
	00175688	US BANK CORP PAYMENT SYS	RITE AID STORE 5197	19.00
	00175688	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	17.00
<i>Org Key: PR4100 - Community Center</i>				
P86570	00175629	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SVCS	2,227.50
P86337	00175658	SIGNATURE LANDSCAPE SERVICES	2015 Landscape services for MI	1,247.61
P86685	00175585	DUNBAR ARMORED	MAY 2015 Armored Car Service	447.37
	00175688	US BANK CORP PAYMENT SYS	GOOGLE *ADWS8116428157	358.34
	00175688	US BANK CORP PAYMENT SYS	YELPINC*BIZSERVICES	350.00
P85459	00175693	XEROX CORPORATION	2015 Lease charges for copier	311.12
	00175688	US BANK CORP PAYMENT SYS	THE PART WORKS INC	225.81
P85459	00175693	XEROX CORPORATION	Use charges for 3/21/15 to 4/2	193.47
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	163.57
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	125.22
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	111.30
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	43.42
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	40.70
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	32.39
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	30.83
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	21.18
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	19.98
	00175688	US BANK CORP PAYMENT SYS	HOTEL MURANO PARKING	16.00
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	13.14
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	11.98
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	10.37
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	8.83
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	6.73
<i>Org Key: PR5600 - Cultural & Performing Arts</i>				
	00175688	US BANK CORP PAYMENT SYS	USPS 54530602535107903	101.50
<i>Org Key: PR5900 - Summer Celebration</i>				
	00175688	US BANK CORP PAYMENT SYS	EVERYTHING PARTY	113.63

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	WWW.ISTOCK.COM	12.00
<i>Org Key: PR6100 - Park Maintenance</i>				
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	968.64
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	302.11
P86420	00175575	CLOUD 9 SPORTS LLC	BALL CAPS (NAVY/WHITE, 24-S/M,	215.23
P86597	00175632	NW PLAYGROUND EQUIPMENT INC	3/16" CHAIN (100')	196.96
	00175688	US BANK CORP PAYMENT SYS	COURTYARD BY MARRIOTT TAC	136.17
P86511	00175583	DATAQUEST LLC	Background checks for IL, JV	43.00
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT	44.15
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (PARKS &	41.18
P86420	00175575	CLOUD 9 SPORTS LLC	HOODED SWEATSHIRT (NAVY/1-LG)	21.85
P86420	00175575	CLOUD 9 SPORTS LLC	CLASS 3 SHORT SLEEVE TEE SHIRT	19.55
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/1-MED,3-LG,5-X	18.77
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (MAINTENANC	12.93
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT LONG SLEEVE (NAVY/2-	11.77
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P86420	00175575	CLOUD 9 SPORTS LLC	BALL CAPS (NAVY/WHITE, 24-S/M,	107.62
P86598	00175646	RISAN ATHLETICS INC	DIG OUT TOOLS	44.35
P86420	00175575	CLOUD 9 SPORTS LLC	CREW SWEATSHIRT (LIGHT STEEL/1	34.93
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (PARKS &	29.07
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/2-XXLG)	28.25
P86420	00175575	CLOUD 9 SPORTS LLC	EMBROIDERY CHARGE (PARKS &	27.38
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT	24.53
P86511	00175583	DATAQUEST LLC	Background check for KK	10.75
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P86632	00175629	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICES	1,969.09
P86421	00175607	ISSAQUAH SIGNS	CLOSED TO PUBLIC SIGNS	108.41
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (PARKS &	60.57
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT LONG SLEEVE (NAVY/2-	47.09
P86420	00175575	CLOUD 9 SPORTS LLC	POCKET TEE SHIRT (NAVY/2-MED)	46.65
P86420	00175575	CLOUD 9 SPORTS LLC	BALL CAPS (NAVY/WHITE, 24-S/M,	37.67
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT (NAVY/2-XXLG)	28.25
P86511	00175583	DATAQUEST LLC	Background check for SM	21.50
P86420	00175575	CLOUD 9 SPORTS LLC	HOODED SWEATSHIRT (NAVY/1-LG)	21.84
P86420	00175575	CLOUD 9 SPORTS LLC	CLASS 3 SHORT SLEEVE TEE SHIRT	19.54
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT	17.17
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P86511	00175583	DATAQUEST LLC	Background check for KK	10.75
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P86675	00175643	REPUBLIC SERVICES #172	25 YARD DISPOSAL/RECYCLING	968.64
P85006	00175673	UNITED SITE SERVICES	2015 Portable toilet rental an	338.65
P86420	00175575	CLOUD 9 SPORTS LLC	BALL CAPS (NAVY/WHITE, 24-S/M,	177.56
P85006	00175673	UNITED SITE SERVICES	2015 Portable toilet rentals a	151.20
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT	73.58
P86511	00175583	DATAQUEST LLC	Background checks for DM, JO	64.50
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (PARKS &	48.45

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6800 - Trails Maintenance</i>				
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	136.08
P86420	00175575	CLOUD 9 SPORTS LLC	TEE SHIRT	85.85
P86420	00175575	CLOUD 9 SPORTS LLC	SILK SCREEN CHARGE (PARKS &	63.00
	00175688	US BANK CORP PAYMENT SYS	FASTENAL COMPANY01	43.82
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4702	41.21
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	39.94
	00175688	US BANK CORP PAYMENT SYS	PLATT ELECTRIC 002	24.85
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	17.42
	00175688	US BANK CORP PAYMENT SYS	DEWALT FACTORY SVC #025	13.33
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	13.07
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	4.26
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4702	-41.21
<i>Org Key: PRAT40 - Ongoing Art Programs</i>				
P86184	00175579	CONCRETE RESTORATION INC	Repair of the Gateway Concrete	4,927.50
<i>Org Key: VCP104 - CIP Streets Salaries</i>				
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	418.20
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	66.90
<i>Org Key: VCP402 - CIP Water Salaries</i>				
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	418.21
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	66.90
<i>Org Key: VCP426 - CIP Sewer Salaries</i>				
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	418.21
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	66.90
<i>Org Key: VCP432 - CIP Storm Drainage Salaries</i>				
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	418.21
P86413	00175570	CDW GOVERNMENT INC	Computer Supplies	66.90
<i>Org Key: WG101R - City Hall Building Repairs</i>				
P86554	00175648	RODDA PAINT	CITY HALL PAINTING	39.20
<i>Org Key: WG110T - Computer Equip Replacements</i>				
P85948	00175570	CDW GOVERNMENT INC	2015 Police MDC Replacements 6	5,266.42
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	69.50
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	62.94
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	54.74
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	42.49
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	29.54
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	10.99
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P85006	00175673	UNITED SITE SERVICES	Portable toilet rental and ser	75.60
<i>Org Key: WP122R - Vegetation Management</i>				
	00175688	US BANK CORP PAYMENT SYS	FORESTRY SUPPLIERS	150.11
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	60.09
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	54.74
	00175688	US BANK CORP PAYMENT SYS	FELCO STORE	42.86

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175688	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	31.76
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	21.88
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4702	21.85
P86511	00175583	DATAQUEST LLC	Background check for HV	18.25
<i>Org Key: WP720R - Recurring Park Projects</i>				
P85248	00175593	GAMETIME	Playground equipment piece for	876.73
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P86610	00175599	HEDEEN & CADITZ PLLC	Legal Services Fire Station In	29,653.00
	00175694	COSTCO	SHELVING AND SUPPLISE FOR FS92	1,595.36
P86445	00175570	CDW GOVERNMENT INC	Station 92 WiFi Switch	355.57
<i>Org Key: XP710R - Luther Burbank Minor Improvemt</i>				
P86587	00175671	TRUE NORTH LAND SURVEYING INC	Luther Burbank/West Hill Trail	2,001.13
P86527	00175568	CALPORTLAND COMPANY	#4 X DUST (34.49 TONS)	565.58
P86582	00175571	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (30 YDS)	395.52
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT #8944	26.24
	00175688	US BANK CORP PAYMENT SYS	THE HOME DEPOT #8944	-19.70
<i>Org Key: XP720R - KC Levy Projects</i>				
P86511	00175583	DATAQUEST LLC	Background check for HV	18.25
<i>Org Key: XR542C - 84th Avenue Path</i>				
P85851	00175574	CLEAR VIEW TREE SERVICE	Tree pruning and removal on 84	1,533.00
<i>Org Key: YF1100 - YFS General Services</i>				
P85479	00175693	XEROX CORPORATION	Use charges for 3/21/15 to 4/2	392.70
P86685	00175585	DUNBAR ARMORED	MAY 2015 Armored Car Service	225.41
	00175688	US BANK CORP PAYMENT SYS	KING COUNTY DISPUTE RESOL	195.00
P85071	00175693	XEROX CORPORATION	Monthly lease charges for Xero	176.92
P85479	00175693	XEROX CORPORATION	2015 Lease charges for Color C	160.26
	00175688	US BANK CORP PAYMENT SYS	VALLEY CASTING	84.95
	00175688	US BANK CORP PAYMENT SYS	IN *SHIFTBOARD INC.	54.75
	00175688	US BANK CORP PAYMENT SYS	DESTINATION LIGHTING	54.59
	00175578	COMPLETE OFFICE	OFFICE SUPPLIES	52.49
P85108	00175583	DATAQUEST LLC	Background checks for YFS vols	43.00
	00175640	PETTY CASH FUND YOUTH SERVICES	PETTY CASH REIMB	35.00
	00175640	PETTY CASH FUND YOUTH SERVICES	PETTY CASH REIMB	28.47
	00175640	PETTY CASH FUND YOUTH SERVICES	PETTY CASH REIMB	26.00
	00175688	US BANK CORP PAYMENT SYS	PINSMITH	24.95
	00175640	PETTY CASH FUND YOUTH SERVICES	PETTY CASH REIMB	24.24
	00175688	US BANK CORP PAYMENT SYS	MSFT *MICROSOFTSTORE	21.89
	00175688	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND ROTARY	20.00
P85161	00175589	FEDEX OFFICE	Laminating, cutting & other	16.05
	00175688	US BANK CORP PAYMENT SYS	USPS 54530602535107903	6.00
	00175688	US BANK CORP PAYMENT SYS	PINSMITH	-24.95
<i>Org Key: YF1200 - Thrift Shop</i>				
P86632	00175629	MICHAEL SKAGGS ASSOCIATES	JANITORIAL SERVICES	1,761.65
P86619	00175653	SCHWIETHALE, ZACHRY	Thrift Shop web site design &	1,000.00
P85351	00175595	GRAND & BENEDICTS INC	Operating supplies for MI Thri	728.03
P86337	00175658	SIGNATURE LANDSCAPE SERVICES	2015 Landscape services for Th	462.64

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P86685	00175585	DUNBAR ARMORED	MAY 2015 Armored Car Service	447.37
	00175688	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105517	221.26
P86376	00175590	FIBERTECH	Casters for Tshop Operations	186.90
P86287	00175661	SOUND PUBLISHING INC	Annual advertising contract wi	140.00
	00175688	US BANK CORP PAYMENT SYS	OFFICE DEPOT #819	90.12
	00175688	US BANK CORP PAYMENT SYS	AMAZON.COM	74.04
	00175639	PETTY CASH FUND THRIFT SHOP	PETTY CASH REIMB	52.97
	00175639	PETTY CASH FUND THRIFT SHOP	PETTY CASH REIMB	31.97
	00175688	US BANK CORP PAYMENT SYS	OFFICE DEPOT #819	25.05
	00175688	US BANK CORP PAYMENT SYS	EDUCATE TO CAREER, INC	25.00
	00175688	US BANK CORP PAYMENT SYS	EDUCATE TO CAREER, INC	25.00
	00175688	US BANK CORP PAYMENT SYS	EDUCATE TO CAREER, INC	25.00
	00175688	US BANK CORP PAYMENT SYS	WWW.ROBLY.COM	10.50
	00175688	US BANK CORP PAYMENT SYS	QFC #5839	2.51
	00175688	US BANK CORP PAYMENT SYS	OFFICE DEPOT #819	-10.49
Org Key: YF2100 - School/City Partnership				
	00175688	US BANK CORP PAYMENT SYS	CROSS COUNTRY EDUCATION	210.80
Org Key: YF2600 - Family Assistance				
P86584	00175611	KC HOUSING AUTHORITY	Rental ass't (CA)	600.00
	00175688	US BANK CORP PAYMENT SYS	CHALLENGER SPORTS CORP	188.90
	00175688	US BANK CORP PAYMENT SYS	ACT*MERCER IS PARKS	148.50
	00175688	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00175688	US BANK CORP PAYMENT SYS	ACT*MERCER IS PARKS	99.50
	00175688	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	50.00
	00175688	US BANK CORP PAYMENT SYS	ACT*MERCER IS PARKS	49.50
Org Key: YF2800 - Fed Drug Free Communities Gran				
	00175688	US BANK CORP PAYMENT SYS	CTC*CONSTANTCONTACT.COM	79.87
	00175688	US BANK CORP PAYMENT SYS	SAHARA PIZZA	45.22
	00175688	US BANK CORP PAYMENT SYS	CORBISVEERSPLSH	25.00
	00175688	US BANK CORP PAYMENT SYS	EIG*HOMESTEAD	20.99
	00175688	US BANK CORP PAYMENT SYS	CASAT - WEB	15.00
Total				648,289.76

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	175695-175781	05/28/15	\$ 677,618.56
			\$ 677,618.56

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175695	05/21/2015	CORP INC CONSTRUCTION FS 92 BUILDING CONTRACTOR	P80919	14	04/30/2015	74,589.34
00175696	05/26/2015	DEPT OF COMMERCE Principal PWTF Sewer Lk Line	P86723	PWTF257757	05/01/2015	424,909.00
00175697	05/28/2015	ACCESS DATA STORAGE, DATA ENTRY, PICK	P86722	0970256	04/30/2015	269.00
00175698	05/28/2015	ADAMS, RONALD E LEOFF1 Retiree Medical Expense	P86702	OH004828	05/20/2015	335.53
00175699	05/28/2015	AGREEMENT DYNAMICS INC May 8, 2015 Success Signal Tra	P86760	4500	05/08/2015	1,897.81
00175700	05/28/2015	AIRGAS USA LLC Oxygen/Fire	P86617	9039173259	05/06/2015	60.93
00175701	05/28/2015	AMERIGAS-KENT PROPANE DELIVERY	P86654	3040484332	05/06/2015	542.81
00175702	05/28/2015	AVERY, SCOTT OVERPAYMENT REFUND		OH004848	05/21/2015	213.86
00175703	05/28/2015	BOLLES CONSTRUCTION INC REFUND HYDRANT METER DEPOSIT		OH004849	05/13/2015	2,400.00
00175704	05/28/2015	BUILDERS EXCHANGE OF WA SUB BASIN 6 PHASE II PUBLISHIN	P86729	1046167	05/12/2015	45.00
00175705	05/28/2015	CASNE ENGINEERING INC PHASE 3 TELEMETRY DESIGN	P78895	26030	05/14/2015	2,360.08
00175706	05/28/2015	CDW GOVERNMENT INC Rack PDU	P85948	VH76279	05/07/2015	2,044.31
00175707	05/28/2015	CENTURYLINK PHONE USE MAY 2015		OH004850	05/20/2015	2,968.94
00175708	05/28/2015	CESSCO SHARPEN MOWER BLADES	P86448	3855	05/07/2015	87.16
00175709	05/28/2015	CHIEF SUPPLY CORP Fingerprint supplies	P86673	277329	05/06/2015	148.12
00175710	05/28/2015	CINTAS CORPORATION #460 2015 rug cleaning services for	P85005	460368491	05/21/2015	73.92
00175711	05/28/2015	CODE PUBLISHING CO MICC E-update thru Ord 15-07	P86648	49822	05/11/2015	104.67
00175712	05/28/2015	COMCAST CITY HALL HIGH SPEED INTERNET	P85016	OH004814	05/12/2015	109.18
00175713	05/28/2015	COMCAST 2015 high speed internet and c	P85302	OH004829	05/11/2015	133.34
00175714	05/28/2015	COMSTOCK, KAREN OVERPAYMENT REFUND		OH004844	05/18/2015	298.02
00175715	05/28/2015	CORRECTIONAL INDUSTRIES ACCTG Mesh henley shirts, black	P86719	T036561	04/13/2015	394.75
00175716	05/28/2015	DAILY JOURNAL OF COMMERCE SUB BASIN 6 ADVERTISING	P86730	3300240	05/06/2015	1,257.50
00175717	05/28/2015	DATAQUEST LLC Background Check K. Sand	P86708	CMI20150430/331	03/31/2015	245.00
00175718	05/28/2015	DOWD, PAUL LEOFF1 Retiree Medical Expense	P86701	OH004830	05/20/2015	94.88
00175719	05/28/2015	DROLL LANDSCAPE ARCH, ROBERT W Bleacher safety conceptual dra	P86741	1500301	05/18/2015	700.00
00175720	05/28/2015	ECCOS DESIGN LLC Landscape architectural	P85207	1224	05/08/2015	425.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175721	05/28/2015	EXCEL SUPPLY COMPANY INVENTORY PURCHASES	P86679	74576/74624	05/11/2015	197.56
00175722	05/28/2015	FCS GROUP EMS Cost of Service and Rate S	P86725	239021504047	04/24/2015	3,060.00
00175723	05/28/2015	FERGUSON ENTERPRISES INC PRORATED MXU'S FOR WARRANTY RE	P86215	0459512	05/12/2015	1,859.32
00175724	05/28/2015	GEMPLER'S INC INVENTORY PURCHASES	P86731	SI01505130/CM027	05/03/2015	191.50
00175725	05/28/2015	GET Program PAYROLL EARLY WARRANTS		OH004853	05/29/2015	652.00
00175726	05/28/2015	GOLDER ASSOCIATES INC FUEL CLEAN UP	P85591	414921	05/12/2015	716.45
00175727	05/28/2015	GOODYEAR COMMERCIAL TIRE TIRE INVENTORY	P86653	1951124046	05/07/2015	1,328.10
00175728	05/28/2015	GRAINGER INVENTORY PURCHASES	P86647	9736433534	05/07/2015	1,133.20
00175729	05/28/2015	H D FOWLER INVENTORY PURCHASES	P86732	I3921738	05/18/2015	2,673.17
00175730	05/28/2015	HAGSTROM, JAMES FRLEOFF1 Retiree Medical Expen	P86704	OH004831	05/20/2015	404.69
00175731	05/28/2015	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P86738	01212813293500/0	05/21/2005	782.49
00175732	05/28/2015	HUGHES FIRE EQUIPMENT INC E92 Parts	P86642	494625	05/07/2015	368.34
00175733	05/28/2015	INTERIOR FOLIAGE CO, THE CITY HALL INTERIOR PLANTS	P86720	33929	05/01/2015	271.34
00175734	05/28/2015	IPMA 2015 Online Membership Renewal	P86756	P86756	04/28/2015	107.00
00175735	05/28/2015	JIRA, ROBERT MILEAGE EXPENSES		OH004841	05/26/2015	236.51
00175736	05/28/2015	JOHNSON, CURTIS FRLEOFF1 Retiree Medical Expen	P86699	OH004832	05/20/2015	200.24
00175737	05/28/2015	LEGEND DATA SYSTEMS INC ID card printer ribbon	P86695	105847	05/11/2015	351.58
00175738	05/28/2015	LN CURTIS & SONS Wheel Choc's	P86714	212455500	05/08/2015	213.75
00175739	05/28/2015	MATZKE, NORMAN 2 background polygraphs	P86693	OH004833	05/08/2015	300.00
00175740	05/28/2015	MI CHAMBER OF COMMERCE MONTHLY BILLING FOR SERVICES	P85014	OH004851	05/26/2015	1,200.00
00175741	05/28/2015	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		OH004852	05/29/2015	137.50
00175742	05/28/2015	MICROFLEX April 2015 Tax audit Program	P86621	00021851	05/07/2015	147.60
00175743	05/28/2015	MINDFULNESS NORTHWEST May 8, 2015 Director Retreat	P86761	30	05/13/2015	970.00
00175744	05/28/2015	MIRACLE ISLAND PLLC Instruction services for Tai C	P86740	15483/15484	05/26/2015	2,026.50
00175745	05/28/2015	NOEL, BRIAN W MILEAGE EXPENSE		OH004839	05/26/2015	231.15
00175746	05/28/2015	NW PLAYGROUND EQUIPMENT INC PLAYGROUND PARTS	P86711	38075	05/12/2015	892.96

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175747	05/28/2015	PACIFIC POWER GROUP LLC 8611 Breather Assembly	P86640	641683600	05/07/2015	367.95
00175748	05/28/2015	POLLARDWATER MESH BAGS FOR HOLDING CHLORINE	P86709	0012930	04/28/2015	521.60
00175749	05/28/2015	POT O' GOLD INC MAY COFFEE SUPPLIES	P86748	264974/264565	05/20/2015	278.54
00175750	05/28/2015	POTTERF, MARK WORK CLOTHES		OH004843	05/21/2015	300.60
00175751	05/28/2015	PUBLIC SAFETY TESTING INC Subscription Fees Q1 2015	P86698	20156036	04/08/2015	412.50
00175752	05/28/2015	R & R CONSTRUCTION INC South Mercer swing replacement	P86412	7148	05/04/2015	3,427.35
00175753	05/28/2015	RAIN MASTER 2015 Irrigation Maintenance Se	P86401	0819700115143	05/26/2015	388.70
00175754	05/28/2015	SCORE April jail bill-2 days	P86692	1279	05/14/2015	290.00
00175755	05/28/2015	SEA WESTERN INC SCBA Parts (MSA Towelettes, Am	P86718	184184/183/918	05/01/2015	2,025.52
00175756	05/28/2015	SEATTLE, CITY OF Apr 15 Water Purchases	P86724	OH004834	04/28/2015	98,832.44
00175757	05/28/2015	SEGLE, KRYSS TEAM MEETING SUPPLIES		OH004837	05/22/2015	107.12
00175758	05/28/2015	SME CORPORATION SITE 30 REPAIR TO UNLEADED PUM	P86727	190341	05/14/2015	293.48
00175759	05/28/2015	STORAGE COURT LLC FS 92 TEMP HOUSING JAN-SEPT 20	P80761	OH004846	05/27/2015	2,500.00
00175760	05/28/2015	STORAGE COURT OF MERCER ISLAND FS 92 APPARATUS STORAGE THRU S	P80331	OH004845	05/14/2015	2,250.00
00175761	05/28/2015	SUNDSTROM, ROBERT Instruction services for Bird	P86712	15369	05/21/2015	648.17
00175762	05/28/2015	SYLVETSKY, LESLIE SENIOR SOCIAL SUPPLIES		OH004842	05/21/2015	129.41
00175763	05/28/2015	T-MOBILE 2015 services for boat launch	P85281	OH004835	05/09/2015	49.99
00175764	05/28/2015	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P86450	998136997187	05/11/2015	906.64
00175765	05/28/2015	TROY, BRIAN MILEAGE EXPENSE		OH004847	05/18/2015	39.73
00175766	05/28/2015	TRU MECHANICAL LLC REPAIR SHOWER VALVE	P86631	2977	05/06/2015	892.43
00175767	05/28/2015	TRUE NORTH EMERGENCY EQUPT Parts for 8610/8611	P86715	H02924/H03026	05/07/2015	1,620.17
00175768	05/28/2015	UNISOURCE WORLDWIDE INC INVENTORY PURCHASES	P86678	65522042763	05/08/2015	1,205.51
00175769	05/28/2015	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		OH004854	05/29/2015	151.07
00175770	05/28/2015	UPS SHIPPING FEES		0000T6781T215	05/23/2015	132.60
00175771	05/28/2015	US HEALTHWORKS MED GROUP WA B.ROCK CDL PHYSICAL	P86659	0605769WA	05/08/2015	99.00
00175772	05/28/2015	VERIZON WIRELESS Cell Charges/Fire	P86717	9745185664	05/06/2015	6.56

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00175773	05/28/2015	WA FITNESS SERVICES INC Quarterly Service & Repair Cit	P86700	W15357	05/09/2015	877.89
00175774	05/28/2015	WABO BOOKSTORE, THE JOB ADVERTISEMENT - SENIOR BUI	P86629	30342	05/12/2015	50.00
00175775	05/28/2015	WALTER E NELSON CO INVENTORY PURCHASES	P86635	485706	05/11/2015	1,091.39
00175776	05/28/2015	WASHINGTON STATE PATROL Background Check J. Norman	P86706	I15006426	04/01/2015	50.00
00175777	05/28/2015	WELLS FARGO ACCT#3632432377 FS 92 RETAINAGE	P80916	14	04/30/2015	17,504.27
00175778	05/28/2015	WETHERHOLT AND ASSOCIATES INC FS 92 ROOF INSPECTION SERVICE	P83972	41325	04/27/2015	2,500.70
00175779	05/28/2015	WIMACTEL INC PAYPHONE IN POLICE LOBBY	P86721	000134774	05/01/2015	60.23
00175780	05/28/2015	WORKSAFE SERVICE INC, A Pre-Employment Drug Screen J.	P86703	207362	04/30/2015	52.00
00175781	05/28/2015	ZEE MEDICAL First aid supplies for MICEC	P86683	68284596	05/19/2015	193.90
					Total	<u>677,618.56</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
Org Key: 402000 - Water Fund-Admin Key				
	00175703	BOLLES CONSTRUCTION INC	REFUND HYDRANT METER DEPOSIT	2,400.00
P86451	00175729	H D FOWLER	INVENTORY PURCHASES	2,188.22
P86678	00175768	UNISOURCE WORLDWIDE INC	INVENTORY PURCHASES	1,205.51
P86635	00175775	WALTER E NELSON CO	INVENTORY PURCHASES	1,091.39
P86450	00175764	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	906.64
P86594	00175728	GRAINGER	INVENTORY PURCHASES	513.69
	00175714	COMSTOCK, KAREN	OVERPAYMENT REFUND	298.02
P86646	00175728	GRAINGER	INVENTORY PURCHASES	306.97
	00175702	AVERY, SCOTT	OVERPAYMENT REFUND	213.86
P86679	00175721	EXCEL SUPPLY COMPANY	INVENTORY PURCHASES	197.56
P86663	00175728	GRAINGER	INVENTORY PURCHASES	187.71
P86731	00175724	GEMPLER'S INC	INVENTORY PURCHASES	154.00
P86726	00175731	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	32.30
P86686	00175731	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	27.49
Org Key: 814072 - United Way				
	00175769	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	151.07
Org Key: 814075 - Mercer Island Emp Association				
	00175741	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	137.50
Org Key: 814085 - GET Program Deductions				
	00175725	GET Program	PAYROLL EARLY WARRANTS	652.00
Org Key: CA1100 - Administration (CA)				
P86708	00175717	DATAQUEST LLC	Background Check K. Sand	21.50
Org Key: CM1100 - Administration (CM)				
	00175757	SEGLE, KRYSS	TEAM MEETING SUPPLIES	101.04
Org Key: CM1200 - City Clerk				
P86648	00175711	CODE PUBLISHING CO	MICC E-update thru Ord 15-07	104.67
Org Key: CR1100 - CORe Admin and Human Resources				
P86700	00175773	WA FITNESS SERVICES INC	Quarterly Service & Repair Cit	877.89
P86698	00175751	PUBLIC SAFETY TESTING INC	Subscription Fees Q1 2015	412.50
P86693	00175739	MATZKE, NORMAN	2 background polygraphs	300.00
P86695	00175737	LEGEND DATA SYSTEMS INC	ID card printer ribbon	175.79
P86756	00175734	IPMA	2015 Online Membership Renewal	107.00
	00175757	SEGLE, KRYSS	OFFICE SUPPLIES	6.08
Org Key: DS1200 - Bldg Plan Review & Inspection				
	00175750	POTTERF, MARK	WORK CLOTHES	300.60
P86629	00175774	WABO BOOKSTORE, THE	JOB ADVERTISEMENT - SENIOR BUI	50.00
Org Key: DS1300 - Land Use Planning Svc				
P86708	00175717	DATAQUEST LLC	Background Check S. Restall	73.00
P86708	00175717	DATAQUEST LLC	Background Check J. Hammar	21.50
P86708	00175717	DATAQUEST LLC	Background Check E. Thompson	21.50
Org Key: FN1100 - Administration (FN)				
P86725	00175722	FCS GROUP	EMS Cost of Service and Rate S	3,060.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FNBE01 - Financial Services</i>				
P85014	00175740	MI CHAMBER OF COMMERCE	MONTHLY BILLING FOR SERVICES	1,200.00
P86621	00175742	MICROFLEX	April 2015 Tax audit Program	147.60
<i>Org Key: FR1100 - Administration (FR)</i>				
	00175707	CENTURYLINK	PHONE USE MAY 2015	615.34
<i>Org Key: FR2100 - Fire Operations</i>				
P86718	00175755	SEA WESTERN INC	SCBA Parts (MSA Towelettes, Am	2,025.52
P86715	00175767	TRUE NORTH EMERGENCY EQUPT	Parts for 8610/8611	1,620.17
P86640	00175747	PACIFIC POWER GROUP LLC	8611 Breather Assembly	367.95
P86714	00175738	LN CURTIS & SONS	Wheel Choc's	213.75
P86642	00175732	HUGHES FIRE EQUIPMENT INC	Parts for 8611/Module for Cab	213.31
P86716	00175732	HUGHES FIRE EQUIPMENT INC	E92 Parts	155.03
P86717	00175772	VERIZON WIRELESS	Cell Charges/Fire	6.56
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P86617	00175700	AIRGAS USA LLC	Oxygen/Fire	60.93
<i>Org Key: GGM001 - General Government-Misc</i>				
P86760	00175699	AGREEMENT DYNAMICS INC	May 8, 2015 Success Signal Tra	1,897.81
P86761	00175743	MINDFULNESS NORTHWEST	May 8, 2015 Director Retreat	970.00
P86748	00175749	POT O' GOLD INC	MAY COFFEE SUPPLIES	251.16
P85016	00175712	COMCAST	CITY HALL HIGH SPEED INTERNET	109.18
P86748	00175749	POT O' GOLD INC	MAY EQUIPMENT RENTAL	27.38
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P86683	00175781	ZEE MEDICAL	First aid supplies for MICEC	193.90
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P86704	00175730	HAGSTROM, JAMES	FRLEOFF1 Retiree Medical Expen	404.69
P86702	00175698	ADAMS, RONALD E	LEOFF1 Retiree Medical Expense	335.53
P86699	00175736	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	200.24
P86701	00175718	DOWD, PAUL	LEOFF1 Retiree Medical Expense	94.88
<i>Org Key: IS1100 - IGS Mapping</i>				
P86708	00175717	DATAQUEST LLC	Background Check K. Iverson	21.50
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00175707	CENTURYLINK	PHONE USE MAY 2015	1,158.03
P86722	00175697	ACCESS	DATA STORAGE, DATA ENTRY, PICK	269.00
P86721	00175779	WIMACTEL INC	PAYPHONE IN POLICE LOBBY	60.23
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P86696	00175731	HOME DEPOT CREDIT SERVICE	CONCRETE & LUMBER	321.01
P86738	00175731	HOME DEPOT CREDIT SERVICE	CEMENT MIXER RENTAL	207.17
P86732	00175729	H D FOWLER	2" PVC BALL VALVES	16.32
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P86686	00175731	HOME DEPOT CREDIT SERVICE	MISC. PARTS	19.58
<i>Org Key: MT2500 - ROW Administration</i>				
P86703	00175780	WORKSAFE SERVICE INC, A	Pre-Employment Drug Screen J.	52.00
P86708	00175717	DATAQUEST LLC	Background Check C. Simpson	21.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P86708	00175717	DATAQUEST LLC	Background Check J. Huynh	21.50
P86708	00175717	DATAQUEST LLC	Background Check S. Muna	21.50
<i>Org Key: MT3100 - Water Distribution</i>				
P86215	00175723	FERGUSON ENTERPRISES INC	PRORATED MXU'S FOR WARRANTY RE	1,106.39
P86215	00175723	FERGUSON ENTERPRISES INC	PRORATED MXU'S FOR WARRANTY RE	752.93
	00175770	UPS	SHIPPING FEES	132.60
<i>Org Key: MT3150 - Water Quality Event</i>				
P86709	00175748	POLLARDWATER	MESH BAGS FOR HOLDING CHLORINE	521.60
<i>Org Key: MT3200 - Water Pumps</i>				
	00175707	CENTURYLINK	PHONE USE MAY 2015	59.42
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00175765	TROY, BRIAN	MILEAGE EXPENSE	39.73
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00175707	CENTURYLINK	PHONE USE MAY 2015	638.39
P86696	00175731	HOME DEPOT CREDIT SERVICE	LUMBER	174.94
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P86659	00175771	US HEALTHWORKS MED GROUP WA	B.ROCK CDL PHYSICAL	99.00
P86731	00175724	GEMPLER'S INC	MISC. WORK CLOTHES	25.13
P86706	00175776	WASHINGTON STATE PATROL	Background Check J. Norman	10.00
<i>Org Key: MT4200 - Building Services</i>				
P86720	00175733	INTERIOR FOLIAGE CO, THE	CITY HALL INTERIOR PLANTS	271.34
<i>Org Key: MT4300 - Fleet Services</i>				
P86653	00175727	GOODYEAR COMMERCIAL TIRE	TIRE INVENTORY	1,328.10
P86654	00175701	AMERIGAS-KENT	PROPANE DELIVERY	542.81
P86727	00175758	SME CORPORATION	SITE 30 REPAIR TO UNLEADED PUM	293.48
P86712	00175761	SUNDSTROM, ROBERT	Instruction services for Bird	48.23
<i>Org Key: MT4501 - Water Administration</i>				
P86724	00175756	SEATTLE, CITY OF	Apr 15 Water Purchases	98,832.44
	00175707	CENTURYLINK	PHONE USE MAY 2015	48.46
<i>Org Key: MT4502 - Sewer Administration</i>				
P86723	00175696	DEPT OF COMMERCE	Principal PWTf Sewer Lk Line	402,757.35
P86723	00175696	DEPT OF COMMERCE	Interest PWTf Sewer Lk Line	22,151.65
<i>Org Key: PO1350 - Police Emergency Management</i>				
P86695	00175737	LEGEND DATA SYSTEMS INC	ID card printer ribbon	175.79
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P86692	00175754	SCORE	April jail bill-2 days	290.00
<i>Org Key: PO2100 - Patrol Division</i>				
P86673	00175709	CHIEF SUPPLY CORP	Fingerprint supplies	148.12
<i>Org Key: PO2200 - Marine Patrol</i>				
	00175735	JIRA, ROBERT	MILEAGE EXPENSES	121.51
	00175745	NOEL, BRIAN W	MILEAGE EXPENSE	116.15

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00175735	JIRA, ROBERT	PER DIEM REIMB BUI TRAINING	115.00
	00175745	NOEL, BRIAN W	PER DIEM REIMB BUI TRAINING	115.00
<i>Org Key: PR2100 - Recreation Programs</i>				
P86740	00175744	MIRACLE ISLAND PLLC	Instruction services for Tai C	1,330.00
P86740	00175744	MIRACLE ISLAND PLLC	Instruction services for Tai C	696.50
P86712	00175761	SUNDSTROM, ROBERT	Instruction services for Bird	599.94
<i>Org Key: PR2108 - Health and Fitness</i>				
P86719	00175715	CORRECTIONAL INDUSTRIES ACCTG	Mesh henley shirts, black	394.75
<i>Org Key: PR3500 - Senior Services</i>				
	00175762	SYLVETSKY, LESLIE	SENIOR SOCIAL LUNCH	75.06
	00175762	SYLVETSKY, LESLIE	SENIOR SOCIAL SUPPLIES	54.35
<i>Org Key: PR4100 - Community Center</i>				
P85302	00175713	COMCAST	2015 high speed internet and c	133.34
	00175707	CENTURYLINK	PHONE USE MAY 2015	47.31
<i>Org Key: PR6100 - Park Maintenance</i>				
P86711	00175746	NW PLAYGROUND EQUIPMENT INC	PLAYGROUND PARTS	892.96
P86448	00175708	CESSCO	SHARPEN MOWER BLADES	87.16
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
	00175707	CENTURYLINK	PHONE USE MAY 2015	88.75
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P86571	00175766	TRU MECHANICAL LLC	REPAIR SHOWER VALVE	366.83
	00175707	CENTURYLINK	PHONE USE MAY 2015	242.29
P86647	00175728	GRAINGER	MICROMETER TORQUE WRENCH	124.83
P85005	00175710	CINTAS CORPORATION #460	2015 rug cleaning services for	24.64
P85005	00175710	CINTAS CORPORATION #460	2015 rug cleaning services for	24.64
P85005	00175710	CINTAS CORPORATION #460	2015 rug cleaning services for	24.64
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P86662	00175729	H D FOWLER	IRRIGATION SOLENOIDS & FITTING	460.20
P86401	00175753	RAIN MASTER	2015 Irrigation Maintenance Se	388.70
P85281	00175763	T-MOBILE	2015 services for boat launch	49.99
P86708	00175717	DATAQUEST LLC	Background Check J. Rodriguez	21.50
<i>Org Key: PR6800 - Trails Maintenance</i>				
P86731	00175724	GEMPLER'S INC	MISC. WORK CLOTHES	12.37
<i>Org Key: WD312C - Sub Basin 6 Watercour Ph 2</i>				
P86728	00175716	DAILY JOURNAL OF COMMERCE	SUB BASIN 6 ADVERTISING	659.10
P86729	00175704	BUILDERS EXCHANGE OF WA	SUB BASIN 6 PHASE II PUBLISHIN	45.00
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P85207	00175720	ECCOS DESIGN LLC	Landscape architectural	425.00
<i>Org Key: WG110T - Computer Equip Replacements</i>				
P85948	00175706	CDW GOVERNMENT INC	2015 Police MDC Replacements 6	1,729.75
<i>Org Key: WG550R - Fuel Clean Up</i>				
P85591	00175726	GOLDER ASSOCIATES INC	FUEL CLEAN UP	716.45

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WP113R - South Mercer Playfields</i>				
P86741	00175719	DROLL LANDSCAPE ARCH, ROBERT W	Bleacher safety conceptual dra	700.00
<i>Org Key: WP720R - Recurring Park Projects</i>				
P86412	00175752	R & R CONSTRUCTION INC	South Mercer swing replacement	3,427.35
<i>Org Key: WR514R - SE 40th St (76th to ICW)</i>				
P86730	00175716	DAILY JOURNAL OF COMMERCE	SE 40th ST	598.40
<i>Org Key: WS330T - Sewer Telemetry Improvements</i>				
P78895	00175705	CASNE ENGINEERING INC	PHASE 3 TELEMETRY DESIGN	2,360.08
<i>Org Key: XG300R - Fire Station 92 Replacement</i>				
P80919	00175695	CORP INC CONSTRUCTION	FS 92 BUILDING CONTRACTOR	74,589.34
P80916	00175777	WELLS FARGO ACCT#3632432377	FS 92 RETAINAGE	17,504.27
P83972	00175778	WETHERHOLT AND ASSOCIATES INC	FS 92 ROOF INSPECTION SERVICE	2,500.70
P80761	00175759	STORAGE COURT LLC	FS 92 TEMP HOUSING JAN-SEPT 20	2,500.00
P80331	00175760	STORAGE COURT OF MERCER ISLAND	FS 92 APPARATUS STORAGE THRU S	2,250.00
P86593	00175706	CDW GOVERNMENT INC	Rack PDU	314.56
	00175707	CENTURYLINK	PHONE USE MAY 2015	70.95
<i>Org Key: XP710R - Luther Burbank Minor Improvemt</i>				
P86581	00175729	H D FOWLER	PIPE LUBE	8.43
<i>Org Key: YF1100 - YFS General Services</i>				
P86706	00175776	WASHINGTON STATE PATROL	Background Checks YFS	40.00
<i>Org Key: YF1200 - Thrift Shop</i>				
P86631	00175766	TRU MECHANICAL LLC	REPAIR UPSTAIRS HVAC UNIT	525.60
Total				677,618.56



**CITY OF MERCER ISLAND
CERTIFICATION OF PAYROLL**

PAYROLL PERIOD ENDING

5/22/2015

PAYROLL DATED

5/29/2015

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

Description		Date	Amount
Payroll Checks	62832728 - 62832741		21,084.76
Direct Deposits			497,180.55
Void/Manual Adjustments			10,921.64
Tax & Benefit Obligations			239,401.55
Total Gross Payroll		5/29/15	768,588.50



CITY OF MERCER ISLAND PAYROLL SUMMARY

PAYROLL PERIOD ENDING 5/22/2015
PAYROLL DATED 5/29/2015

Net Cash	518,265.31
Net Voids/Manuals	10,921.64
Federal Tax Deposit - Key Bank	92,771.54
Social Security and Medicare Taxes	46,061.74
Medicare Taxes Only (Fire Fighter Employees)	1,814.20
Public Employees Retirement System 1 (PERS 1)	368.02
Public Employees Retirement System 2 (PERS 2)	18,034.27
Public Employees Retirement System 3 (PERS 3)	3,794.75
Public Employees Retirement System 2 (PERSJBM)	480.23
Public Safety Employees Retirement System (PSERS)	166.07
Law Enforc. & Fire fighters System 2 (LEOFF 2)	25,271.74
Regence & LEOFF Trust - Medical Insurance	149.94
Domestic Partner/Overage Dependant - Insurance	0.00
Group Health Medical Insurance	0.00
Health Care - Flexible Spending Accounts	2,812.33
Dependant Care - Flexible Spending Accounts	1,895.30
United Way	151.07
ICMA Deferred Compensation	41,558.75
ROTH IRA	50.00
Child Support/Garnishment Payments	1,195.00
MI Employees' Association	137.50
Cities & Towns/AFSCME Union Dues	0.00
Police Union Dues	0.00
Fire Union Dues	1,892.10
Fire Union - Supplemental Dues	145.00
AWC - Voluntary Life Insurance	0.00
Unum - Long Term Care Insurance	0.00
AFLAC - Supplemental Insurance Plans	0.00
GET - Guarantee Education Tuition of WA	652.00
Coffee Fund	0.00
Transportation	0.00
Miscellaneous	0.00

TOTAL GROSS PAYROLL	\$ 768,588.50
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**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA**

**AB 5079
June 1, 2015
Consent Calendar**

**2015 SE 40TH STREET OVERLAY PROJECT BID
AWARD**

Proposed Council Action:

Award the project.

DEPARTMENT OF Maintenance (Clint Morris)

COUNCIL LIAISON n/a

EXHIBITS 1. Project Location Map

APPROVED BY CITY MANAGER

AMOUNT OF EXPENDITURE	\$	836,759
AMOUNT BUDGETED	\$	788,192
APPROPRIATION REQUIRED	\$	48,567

SUMMARY

BACKGROUND

The 2015 SE 40th Street Overlay project is the combination of an arterial street asphalt overlay, a small residential street overlay, and pedestrian and bicycle facility improvements into one contract, for construction this summer. The project's limits extend from 78th Avenue SE to Island Crest Way. This section of SE 40th Street is the primary east-west route for the central part of the Island and provides the primary access for West Mercer Elementary School and Homestead Field. This project was originally added to the City's TIP in 2002 (for construction in 2006), but its construction year has been changed several times.

Design work began in February of this year. Final plans, specifications, and cost estimates were completed in early May and the project was then advertised for bids. Two contractor bids were received and staff is now ready to award a construction contract.

PROJECT DESCRIPTION

The project has been divided into two schedules, as described below. The location is shown on Exhibit 1.

Schedule 'A' is the resurfacing of SE 40th Street between 78th Avenue and Island Crest Way. This roadway was last repaved in approximately 1974, and its PCI rating from 2013 is "poor". Roadway work will include repairs and additions to the roadway's storm drainage system, repair of failed pavement areas, removal of concrete pavement panels at several intersections, resurfacing of the entire roadway with a hot mix asphalt (HMA) overlay, adjustment of utility castings to finished roadway grade, and new pavement markings. Included within the pavement markings are crosswalks, painted fog lines, sharrows in the westbound (downhill) direction, and a 5-foot bicycle lane in the eastbound (uphill) direction. These markings are consistent with the 2010 Pedestrian and Bicycle Facilities Plan vision for SE 40th Street.

SE 40th Street will also receive sidewalk improvements as part of this project. The existing sidewalks were constructed with the 1974 repaving work using hot mix asphalt, and several blocks of them are less than 5-foot wide. Over the decades, these walkways have become uneven and some areas have been damaged by tree roots. In 2012 and 2013, some of the worst blocks of sidewalk were replaced as part of the Safe Routes to School program. The current SE 40th Street project will resurface or replace the remaining areas of asphalt sidewalks with new 5-foot wide asphalt sidewalks. Historically, there has been one block of sidewalk missing along the SE 40th Street corridor: the north side of SE 40th from 83rd Avenue to Island Crest Way. This project will fill this missing link by constructing a new concrete curb/gutter and sidewalk in this area, consistent with the concrete sidewalk on the south side. The intersection of 78th Avenue and SE 40th Street will receive new concrete curb/gutter and concrete sidewalk landings at all four corners for improved pedestrian safety at this busy intersection. In addition, all other sidewalk connections at street intersections will receive new concrete sidewalk landings to meet current ADA Standards for Accessible Design.

The combined roadway, pedestrian, and bicycle improvements for SE 40th Street from 78th Avenue to Island Crest Way were estimated to cost \$551,925 to construct.

Schedule 'B' is the repaving of 83rd Avenue, south of SE 40th Street. This one-block long residential roadway received a new watermain in 2014, and will receive an HMA overlay as part of this project. Because this roadway intersects with SE 40th, it was combined with the SE 40th Street project to achieve some economy of scale. The 2013 PCI rating for 83rd Ave was "poor", and the watermain work has further impacted the pavement's condition. The repaving of 83rd Avenue was estimated to cost \$32,871 to construct. The total estimated construction cost for Schedules 'A' and 'B' of this project was \$584,796.

The original project limits for the SE 40th Street Overlay was 76th Avenue to Island Crest Way. During design, staff became aware of three upcoming housing projects on SE 40th Street between 76th and 78th Avenues (two demolition/rebuilds and one accessory dwelling unit). These new homes will require cuts into the sidewalks, curbs, and asphalt pavement to install utility service lines and to alter/replace their driveway locations. Rather than have a newly paved street subjected to immediate utility work, staff reduced the size of the SE 40th Street Overlay project by postponing roadway improvements between 76th and 78th Avenues until this upcoming home construction work is completed.

BID RESULTS AND AWARD RECOMMENDATION

Two construction bids for the project were received and opened on May 19, 2015. The lowest bid was received from Lakeside Industries, in the amount of \$646,490.20, for Schedules 'A' and 'B'. Lakeside Industries has completed numerous paving projects for the City in the past, including the 2012 Island Crest Way Resurfacing Phase 1 (reconfiguration to 3 lanes) and the 2013 Arterial and Residential Overlay projects.

The Lakeside Industries construction bid is \$61,694 higher than the engineer's estimate (about 11% increase). The second bidder's price is \$26,988 higher than the Lakeside Industries low bid (about 4% increase). The Street Engineer recommends awarding both schedules of the 2015 SE 40th Street Overlay project to Lakeside Industries. The bid results for the project are shown in the table below.

2015 SE 40TH STREET OVERLAY CONSTRUCTION BID RESULTS			
	Engineer's Estimate	Lakeside Industries	Lakeridge Paving Company
Schedule A - SE 40th Street	\$551,925.00	\$608,516.00	\$636,488.25
Schedule B - 83rd Avenue SE	\$32,871.00	\$37,974.20	\$36,990.00
Total Bid Amount	\$584,796.00	\$646,490.20	\$673,478.25

Adding amounts to each schedule for construction contingency, design, inspection services, contract administration, and 1% for the Arts brings the project's total estimated cost to \$836,759. Construction contingency for City street projects has been reduced to 8% in recent years (from 10%), based on actual project contingency costs ranging from 3% to 7%. The table below summarizes the overall project costs and available budget amounts. It should be noted that project bid items include approximately \$53,025 in roadway storm drainage improvements, which will be paid for by the Street Related Drainage Improvements program, within the Stormwater Fund.

A budget appropriation of \$48,567 will be required to increase the project budget above the adopted 2015-2016 budget. Approval of this appropriation will authorize staff to commence construction of this project. As an administrative step, staff will return with a budget amending ordinance including this appropriation request (and other approved appropriations) as part of the 2nd Quarter Financial Status report at the September 8, 2015 City Council Meeting.

2015 SE 40TH STREET OVERLAY PROJECT BUDGET			
Description	Schedule A SE 40th St Arterial	Schedule B 83rd Ave Residential	TOTAL
Construction Contract			Award to Lakeside Industries
Schedule A - SE 40th Street	\$608,516		\$608,516
Schedule B - 83rd Avenue SE		\$37,974	\$37,974
Total Construction Contract	\$608,516	\$37,974	\$646,490
Construction Contingency @ 8%	\$48,681	\$3,038	\$51,719
Project Design	\$64,685	\$3,400	\$68,085
Inspection Services	\$24,750	\$1,250	\$26,000
Contract Administration / Project Management	\$36,500	\$1,500	\$38,000
1% for the Arts	\$6,085	\$380	\$6,465
Total Project Budget	\$789,217	\$47,542	\$836,759
2016 Budget - SE 40th Street Overlay	\$692,000		\$692,000
2016 Budget - Street Related Drainage Improvements	\$48,650	\$4,375	\$53,025
2016 Budget - Residential Streets		\$43,167	\$43,167
Total Budget Available for Project	\$740,650	\$47,542	\$788,192
Budget Appropriation	\$48,567	\$0	\$48,567

Construction activities on the SE 40th Street Overlay project are tentatively scheduled to begin in mid-July (after Summer Celebration events) and the project is to be completed by mid-October.

RECOMMENDATION

Street Engineer

MOVE TO: Award Schedules 'A' and 'B' of the SE 40th Street Overlay project to Lakeside Industries in the amount of \$646,490.20. Set the project budget to \$836,759, with an appropriation of \$48,567 from the Street Fund, and direct the City Manager to execute the construction contract.

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CITY OF MERCER ISLAND KING COUNTY WASHINGTON



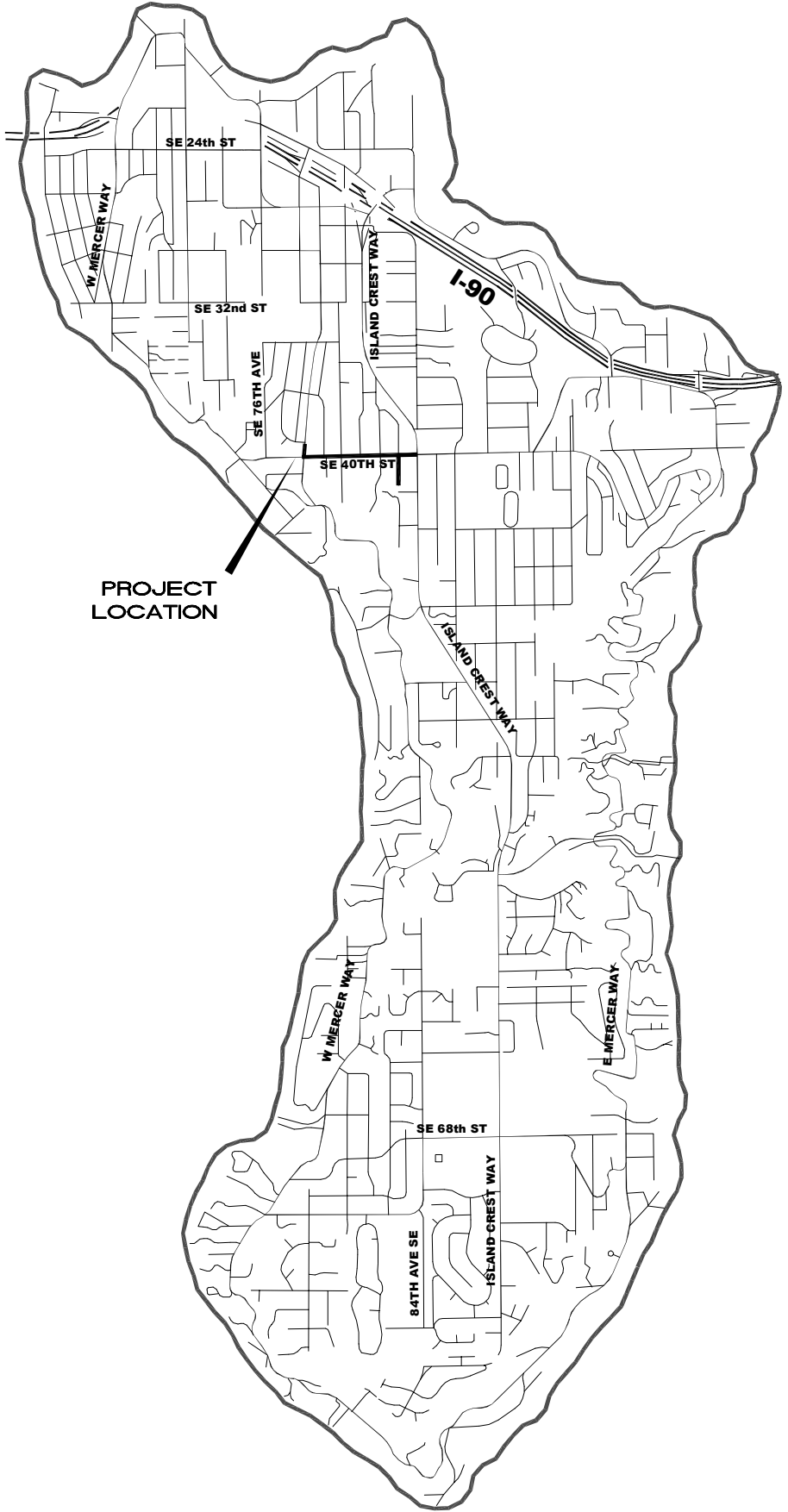
2015 SE 40TH STREET OVERLAY

PROJECT NUMBERS: WR514R (SE 40TH ST)
WR101R (83RD AVE SE)

BID
DOCUMENT

SHEET INDEX

1	COVER
2	NOTES AND LEGEND
3	TYPICAL SECTIONS
4-7	SITE PREPARATION
8-13	ROADWAY, UTILITY, AND SIGNAL
14-18	CHANNELIZATION, SIGNAGE, AND LANDSCAPING
19-22	CURB LAYOUT
23-28	CURB RAMP AND SIDEWALK
29-31	DETAILS



PROJECT
LOCATION



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

**AB 5066
June 1, 2015
Consent Calendar**

PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) MEMORANDUM OF AGREEMENT (MOA)

Proposed Council Action:

Authorize the City Manager to sign the EPSCA PSERN Memorandum of Agreement.

DEPARTMENT OF City Attorney (Christina Schuck) & Fire (Steve Heitman)

COUNCIL LIAISON n/a

EXHIBITS
1. AB 5033 (1/20/2015)
2. PSERN Memorandum of Agreement

APPROVED BY CITY MANAGER

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

SUMMARY

HISTORY

On January 20, 2015, Council authorized the City Manager to sign AB 5033 (See Exhibit 1), the Eastside Public Safety Communications Agency (EPSCA) Puget Sound Emergency Radio Network (PSERN) Implementation Interlocal Agreement (ILA). The Implementation-ILA designated King County as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a joint board established by the Parties. The Parties also desired to create a new non-profit corporation to assume the ownership and control of the PSERN System at completion of the activities under the Implementation ILA, and thereafter throughout the useful life of the PSERN System.

The project is estimated to be approximately \$246 million without financing costs. To pay for the project, the PSERN Steering Committee (KCERS owners) supported and the County Executive proposed to the Metropolitan King County Council, a 9 year property tax levy lid lift of \$0.07/\$1000 of assessed value for them to consider placing on the ballot for voter consideration. On March 2, 2015, the Council approved the measure for the April 28, 2015 ballot, which has since passed by a majority vote. To reduce and phase in the impact of rate increases for affected user agencies, a "rate stabilization" fund will be established with levy proceeds.

NEW RADIO SYSTEM

Governance and operations for PSERN were also a significant area of discussion during planning over the last several years. Among the current owners of the radio system several models were considered for PSERN once the project is completed. Those discussions led to consensus that a new centralized non-profit corporation should be formed to own and operate all PSERN purchased equipment (except end user radios), and this agency would be governed by a board of directors made up of representatives of the

current ownership. Also on this board would be ex officio representatives for the fire and police entities. The agreement to govern and operate in this manner has not yet been finalized or approved by all of the current owners' legislative authorities, but a draft ILA agreement and a Memorandum of Agreement (MOA) have both been developed. They are being circulated for adoption with the current ownership agencies.

The non-profit owner/operator model for the PSERN will provide a single point of service for all emergency radio system user agencies in the county once the new system is up and running. For now, service will continue to be provided as it is currently through the existing four KCERCS owners. The new non-profit owner would have service level agreements which would provide for standardized services to radio customers and would develop efficiencies that were not possible under the federated ownership model of KCERCS. It would be responsible for all radio system infrastructure support, including dispatch consoles as well as for other centrally managed radio functions such as radio template management. Not only would the operator support and maintain the network, it would be required through ILA to provide upgrades and updates for all infrastructure equipment to ensure continued support for the network through its 20 year predicted lifecycle. Maintenance and programming support for end user subscriber radios is expected to continue at the "radio shop" level or via commercially available service providers as the owners choose.

The non-profit corporation's Board of Directors would be responsible for establishing rates for user agencies. The governance agreements mentioned above establish a rate structure for public safety radio users, non-public safety radio users, and dispatch consoles. Based on projections we have today, user agency radio rates are expected to decrease for most end users, but there are some agencies that will see an increase in rates. All dispatching agencies would begin paying for radio services in PSERN.

The attached Memorandum of Agreement sets the stage for further work between the parties to advance negotiating agreements establishing terms and conditions for the future operation of PSERN. The ILA will be presented to the City Council for approval after it is negotiated.

RECOMMENDATION

City Attorney & Fire Chief

MOVE TO: Authorize the City Manager to sign the Puget Sound Emergency Radio Network Memorandum of Agreement



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

**AB 5033
January 20, 2015
Regular Business**

PUBLIC SAFETY EMERGENCY RADIO NETWORK (PSERN) IMPLEMENTATION INTERLOCAL AGREEMENT	Proposed Council Action: Authorize the City Manager to sign the EPSCA PSERN Implementation interlocal agreement.
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DEPARTMENT OF	City Attorney (Katie Knight) & Fire (Steve Heitman)
COUNCIL LIAISON	n/a
EXHIBITS	1. PSERN Implementation Interlocal Agreement
APPROVED BY CITY MANAGER	

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

SUMMARY

History of the Emergency Radio Network in King County

The City currently receives its emergency radio services through the Eastside Public Safety Communications Agency ("EPSCA"). EPSCA was formed in 1992 through an Interlocal agreement between the cities of Bellevue, Redmond, Kirkland, Mercer Island, and later Issaquah. The purpose of EPSCA is to create an emergency radio sub-region in East King County to better serve and represent the area with respect to public safety communications while maintaining local control of emergency radio assets and two-way radio communications for public safety.

EPSCA is governed by an executive board consisting of the chief executive officer of each of the EPSCA cities. For Kirkland, Bellevue and Mercer Island, the City Managers are the EPSCA board members. For Issaquah and Redmond, the board members are the Mayors. Board members are allowed to appoint alternates. In addition, an operations board made up of public safety officials from each area manages EPSCA operations and advises the board. Overall operations are managed by an EPSCA Executive Director, which is currently Scott Hatfield. EPSCA is a separate legal entity tasked with developing, owning, operating, and managing an eastside radio system, which comprises a portion of a larger county-wide system.

There are four entities responsible for the current emergency radio system —EPSCA, King County, City of Seattle, and Valley Communications (ValleyComm). The current radio system was formed in connection with a 1992 King County ballot measure. King County distributed funds to the four entities and each entity was responsible for building a portion of the overall system. Each entity owns separate towers and equipment, all of which is run by a central system. The current county-wide system was completed in 1997 and still provides the emergency radio network for this region serving 16,000 radios. In addition to first responders, the current system is used by some school districts, utilities, transportation providers, hospitals, and other government entities.

The current system is approaching 20 years old and is built on a technology that is 30 years old. The vendor has indicated that support for the current system is coming to an end and will be eliminated in 2018. In addition, more repairs are required as the system ages, and replacement parts and support for some aspects of the system are no longer available. The system does not provide the desired level of coverage in certain parts of the County and its capacity is taxed during major events. Responder operational needs have changed since the first system was implemented and the current system no longer meets those needs.

New Regional Emergency Radio System (PSERN)

In 2012, King County convened a group of King County, EPSCA, Seattle and ValleyComm officials to consider how to implement a new state-of-the-art, seamless, unified emergency radio system. The new system was named the Public Safety Emergency Radio Network (PSERN). A Steering Committee from the four entities was created to guide the technology, policy and fiscal issues associated with a new system, and a King County project office was created for implementation. In 2013, the four parties cooperatively issued an RFP for replacement of the current system. The new system will require another countywide ballot measure to fund, take 5-6 years to complete and users will begin migrating from the current radio system to the new one in 2019. King County expenses will be reimbursed by the levy proceeds.

The Steering Committee has been developing two proposed interlocal agreements for the governance and implementation of the new system. EPSCA, Seattle and ValleyComm has reviewed and commented on these interlocal agreements. One interlocal agreement will govern the implementation of the new system and the process of transferring users from the current system to the new system ("Implementation ILA"). During implementation of the new system and migration of users from the old to the new system, King County will be the lead agency responsible for overseeing the project. Major project decisions will be made by a Joint Board comprised of four members—one each from King County, EPSCA, Seattle and ValleyComm. Each entity will select its own member to the Joint Board. Unanimous Joint Board approval will be required for major project decisions that impact the cost or scope of the project.

Under the Implementation ILA, King County will be responsible for managing the project and overseeing the transition from the old to the new system until "full system acceptance" of the PSERN system. Full system acceptance will occur when all users are using the new system and it has been fully installed and successfully tested.

The second interlocal agreement will address the type of entity that will be responsible for operation and maintenance of the PSERN once full system acceptance has occurred ("Entity ILA"). The consensus is that the new entity should be a separate legal entity responsible for the entire system and not just portions of it. Under the current system there is already considerable overlap in coverage so that users often use facilities that are not part of their home jurisdiction. For example, an EPSCA user in Issaquah may communicate over facilities owned by one of the other three jurisdictions.

There will be even more overlap and interconnectivity under the new system, which is more advanced technologically. The increasing interdependence of the new system makes the regional divisions of the current system less meaningful. There will also be benefits associated with having a single entity responsible for the entire system and having consistent inspection, maintenance and repair practices across the entire system. The Implementation ILA has been the subject of extensive negotiations.

The Entity ILA is not as far along, and staff anticipates bringing that ILA to a subsequent Council Meeting. Under the Entity ILA, each of the current owners will have one equally weighted vote on the Board governing the new system. In other words, EPSCA will select a single member to represent the Eastside, and that representative would be one of four members of the Board of the new PSERN entity. Under the new PSERN entity:

- All infrastructure including radio tower sites, backhaul equipment, and dispatch consoles would be owned by PSERN.
- All subscriber radios (mobile and portable radios) would be owned by the end user.
- All capital costs as well as initial emergency radios would be covered by a county wide ballot measure to occur in April 2015. End users would be responsible for subsequent replacement radios.
- Subscriber fees would be paid to the new PSERN entity to cover all maintenance of the infrastructure and console equipment as well as all upgrade and update costs.

King County has indicated that entering into the Implementation ILA is a prerequisite for it to place the PSERN measure on the ballot.

Funding PSERN

The PSERN project, including sites, equipment, labor, sales tax, and interest on bonds will cost approximately \$225 million. The King County Executive anticipates asking the King County Council to put a funding measure on the ballot in April 2015. King County anticipates proposing a levy lid lift to fund PSERN. The current estimate of the impact of the ballot measure, if passed, is 6.5-7.0 cents per \$1,000 of assessed value over 9 years.

EPSCA and the City have worked hard on ensuring that user rates for radios and consoles stay relatively stable under the new PSERN system since rates will fund the ongoing operation of the system. Recent projections show that radio rates will remain stable or may drop slightly in connection with the new system. Nonetheless, EPSCA has requested that language be added to the Implementation ILA that would require funds to be reserved so that they can be used to reduce rates for users or entities that experience rate increases as a result of the PSERN transition.

Prior EPSCA Actions

EPSCA has been working with King County, Seattle, and ValleyComm on the various issues associated with the transition from the current system to a new PSERN system. This transition can only occur if approved by each of the EPSCA member cities. On September 11, 2014, the EPSCA Board adopted a resolution recommending that its member cities support the PSERN project and adopt the Implementation ILA and the Entity ILA so long as the following items are addressed:

- EPSCA member jurisdictions retain the ability to select and appoint the EPSCA area PSERN Board member according to the process and terms decided by EPSCA member jurisdictions;
- All remaining EPSCA reserves stay with EPSCA member cities when the transition to PSERN occurs;
- All emergency radios are owned by the individual jurisdictions and not by PSERN;
- A rate stabilization fund that phases in the cost increases to all jurisdictions in King County associated with the new radio system is included in the ballot measure;
- An appropriate EPSCA staff retention and transition plan is reached between EPSCA and PSERN;
- An "operations board" of emergency radio users is created that will advise the PSERN Board;
- Appropriate legal agreements are reached between EPSCA and PSERN that allow for EPSCA member jurisdictions to retain the rights to and value of the radio spectrum that EPSCA will transition to PSERN in the event that PSERN is not created or PSERN is abolished at some point in the future.

RECOMMENDATION

City Attorney & Fire Chief

MOVE TO: Authorize the City Manager to sign the Public Safety Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.

Memorandum of Agreement Regarding Future Operation of The Puget Sound Emergency Radio Network

This Memorandum of Agreement Regarding Future Operation of Puget Sound Emergency Radio Network (“MOA”) is entered into by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party") and, (collectively, the "Parties").

Recitals

The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications. This new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

The Parties are entering into a separate agreement titled the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a joint board established by the Parties.

The Parties also wish to create a new non-profit corporation to assume the ownership and control of the PSERN System at completion of the activities under the Implementation Period ILA, and thereafter throughout the useful life of the PSERN System.

The Parties mutually desire to commit to the formation of the non-profit corporation, its governance structure, and other material terms regarding the future operation of the PSERN System while allowing the flexibility to work in good faith toward a more complete agreement for the incorporation of the non-profit and the future operation of the PSERN System.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and as follows:

1. Effective Date and Term

This MOA shall be effective on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until the earlier of the following events: (i) the Implementation Period ILA is terminated or (ii) this MOA is superseded by the Interlocal agreement described in Sections 3 and 4.

2. Incorporation of PSERN Operator

The Parties hereby agree to create a non-profit corporation, as authorized under RCW 39.34.030, to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and providing ongoing upgrading and replacement of the PSERN System throughout its useful life. The future non-profit corporation to be created by the Parties is referred to herein as the “PSERN Operator”.

3. Interlocal Agreement; Material Terms

The Parties agree to work in good faith and use best efforts to negotiate and enter into a future Interlocal agreement that will establish the terms and conditions applicable to the future operation of PSERN and the incorporation of the PSERN Operator. The Parties commit and agree that the following terms and conditions are material to the future Interlocal agreement and shall be included:

- a. The affairs of the PSERN Operator shall be governed by a board of directors (the “Board”) that shall act on behalf of all Parties and as may be in the best interests of the PSERN System.
- b. The governance and voting structure of the Board shall be as provided under Sections 4.1 through 4.3 of the Draft Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement (“Draft Operations Period ILA”) attached as Exhibit 1 and made a part of this MOA.
- c. Agencies using the PSERN System shall pay the PSERN Operator user fees as provided for in the Implementation Period ILA and based on the cost allocation model attached as Exhibit 4 to the Implementation Period ILA.

4. Additional Terms and Conditions of Interlocal Agreement

In addition to the material terms and conditions in Section 3 above, the Parties shall continue to work in good faith to supplement, negotiate, amend and finalize the Draft Operations Period ILA, resulting in a final Operations Period ILA, which shall to include additional mutually agreed upon terms regarding the incorporation and transfer of operations to the PSERN Operator, which are anticipated to include terms regarding transfer of employees to PSERN, insurance and liability requirements, and service levels for the PSERN System user agreements. With the exception of the material terms and conditions in Section 3 above, the Draft Operations Period ILA attached as Exhibit 1 is not intended to be legally binding but is attached for illustrative purposes only. The Parties commit to working to finalize the Draft Operations Period ILA in a timeframe that will allow it to be presented to the Parties’ respective authorizing bodies for approval in a time and manner that will enable the PSERN Operator to be fully functioning no later than full system acceptance as defined under the Implementation ILA.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the spaces provided below.

KING COUNTY

CITY OF AUBURN

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Attest:
City Clerk _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Attest:
City Clerk _____

Attest:
City Clerk _____

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

CITY OF ISSAQUAH

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KENT

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF REDMOND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF RENTON

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

**Exhibit 1 to Memorandum of Agreement Regarding Future Operation of the
Puget Sound Emergency Radio Network**

**DRAFT PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR
INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (ILA) is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party") and, (collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The costs of implementing the PSERN System will be financed by a voter approved funding measure.

D. The Parties have negotiated a separate agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Parties will create a new non-profit entity, formed under Chapter 24.06 RCW, to assume the ownership and control of the PSERN System following Full System Acceptance. This new entity, also referred to in the Implementation Period ILA and herein as the "PSERN Operator", is to be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to establish the terms under which the Parties will form the new non-profit entity and undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1. RULES OF CONSTRUCTION AND DEFINITIONS

1.1. Rules of Construction

- 1.1.1. Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).
- 1.1.2. References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.
- 1.1.3. References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.
- 1.1.4. The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.
- 1.1.5. The words “shall” or “will” shall be deemed to require mandatory action.
- 1.1.6. Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.
- 1.1.7. Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.
- 1.1.8. References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.
- 1.1.9. Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.
- 1.1.10. The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

- 1.1.11. This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.
- 1.2. Definitions - Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:
- 1.2.1. "Board of Directors" or "Board" means the board formed by the Parties to govern the PSERN Operator.
- 1.2.2. "AGREEMENT " means this Interlocal Cooperation Agreement.
- 1.2.3. "BUDGET" means the budget approved by the Board of Directors to pay for the anticipated costs of operating and maintaining the PSERN System.
- 1.2.4. "CONSOLIDATED SERVICE AREA" means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, the Eastside Public Safety Communications Agency (EPSCA) and the Valley Communications Agency (ValleyCom), and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.
- 1.2.5. "COUNTY " means King County, Washington.
- 1.2.6. "EXECUTIVE DIRECTOR " means the individual selected by the Board of Directors to administer the PSERN Operator on a daily basis.
- 1.2.7. "FULL SYSTEM ACCEPTANCE " or "FSA" means the determination issued to the PSERN System Contractor upon satisfactorily completing the final system development phase milestone pursuant to Contract No. _____.
- 1.2.8. "KCERS" means the King County Emergency Radio Communication System.
- 1.2.9. "OPERATIONS PERIOD" means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.
- 1.2.10. "PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR "or "PSERN Operator" means the non-profit corporation created pursuant to this Agreement and the Implementation Period ILA to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.
- 1.2.11. "PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM" or "PSERN System" means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed to provide

public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s). "System" means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.12. "SERVICE RATE" means the rate or rates charged to User Agencies in accordance with the Rate Model appended hereto, or as it may be amended by action of the Board of Directors.

1.2.13. "SERVICES" means voice, data, video, or other services communication provided to User Agencies.

1.2.14. "USER AGENCY " means an entity that is authorized under a User Agency Agreement to use the PSERN System.

1.2.15. "USER AGENCY AGREEMENT" means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the PSERN System.

2. DURATION OF AGREEMENT

2.1. Effective Date and Conditions

2.1.1. Except as provided herein, this Agreement shall be in effect on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until terminated as provided in Section 7. However, Sections 4, 5, and 6 of this Agreement shall not be effective until the date the articles of incorporation for the PSERN Operator are filed with the Washington Secretary of State pursuant to Chapter 24.06 RCW.

3. PURPOSE OF THE AGREEMENT

3.1. Following completion of the Implementation Period ILA and Full System Acceptance, the purpose of this Agreement is to provide communication services to public safety users and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties authorize establishment of a non-profit entity pursuant to Chapter 24.06 RCW, which entity shall be known as the PSERN Operator, initially consisting of King County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila.

4. BOARD OF DIRECTORS

4.1. Creation of Board of Directors

4.1.1. The affairs of the PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to RCW 39.34.030(4) that shall act on behalf of all Parties and as may be in the best interests of PSERN. The Board of Directors

is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

4.2. Composition of the Board of Directors

4.2.1. The Board of Directors shall be composed of four voting members: one member from King County, one member from the City of Seattle, one member representing the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, and one member representing the cities of Auburn, Federal Way, Kent, Renton and Tukwila. Each such member shall be the Chief Executive Officer of the political subdivision or municipal corporation from which the representative comes, or his/her designee. The Board of Directors Chair shall be elected from among its members. The Board of Directors shall also elect a Vice Chair from among its members to serve in the absence of the Chair. Each of the Parties shall provide written notice of their initial Board of Directors member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member shall be effective upon delivery of written notice by the Party to the Chair of the Board of Directors.

4.2.2. The Board of Directors shall also include two nonvoting members to comment and participate in discussion but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.3. Quorum and Meeting Procedures

4.3.1. A quorum for a meeting of the Board of Directors shall be all of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four Board members, subject to Section 4.3.9.

4.3.2. Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, Users, or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors.

4.3.3. The Board of Directors shall establish by-laws and procedures for its operations and meetings including the establishing of a regular meeting schedule and location and providing for the scheduling of special and emergency meetings.

4.3.4. The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process.

- 4.3.5. Board members must be present at a meeting to vote and may not vote by proxy, provided that if approved by the Board, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.
- 4.3.6. Monthly meetings of the Board of Directors shall be scheduled provided that there shall be a minimum of two (2) meetings held each year. Other meetings may be held upon request of the Chair or any two members.
- 4.3.7. The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).
- 4.3.8. A designee attending Board of Directors meetings on behalf of a regular member of the Board shall be entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.
- 4.3.9. The Board of Directors may take action by three votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings in accordance with the by-laws and RCW 42.30, and (3) the same voting member failed to attend both meetings, failed to send a designee, and failed to provide written notice in advance of unavailability.

4.4. Board of Directors Actions

- 4.4.1. The Board of Directors shall oversee the operation and maintenance of the PSERN Operator. In furtherance of that oversight, the Parties confer upon the Board of Directors the authority to:
 - 4.4.1.1. Amend this Agreement, subject to Section 11.10;
 - 4.4.1.2. Establish committees and advisory groups to perform activities related to the PSERN System;
 - 4.4.1.3. Adopt and amend budgets and approve expenditures.
 - 4.4.1.4. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
 - 4.4.1.5. Approve contracts within the parameters of the established purchasing and contracting policies;
 - 4.4.1.6. Direct and supervise the activities of the Operating Board and the Executive Director;
 - 4.4.1.7. Hire, set the compensation for, and terminate the employment of the Executive Director. The Board shall evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;

- 4.4.1.8. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- 4.4.1.9. Establish Services Rates and terms of use for User Agencies;
- 4.4.1.10. Conduct regular and special meetings;
- 4.4.1.11. Approve PSERN operation and maintenance standards;
- 4.4.1.12. Determine the services the PSERN Operator shall offer and the terms under which they will be offered;
- 4.4.1.13. Approve agreements with third parties;
- 4.4.1.14. Incur debt in the name of the PSERN Operator to make purchases or contracts for services to implement the purposes of this Agreement;
- 4.4.1.15. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- 4.4.1.16. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- 4.4.1.17. Sue and be sued, complain and defend, in all court of competent jurisdiction;
- 4.4.1.18. Hold licenses for radio frequencies;
- 4.4.1.19. Recommend action to the legislative bodies of the Parties and User Agencies;
- 4.4.1.20. Delegate the Board of Directors' authority under this Agreement subject to such limitations and conditions as the Board of Directors may establish.
- 4.4.1.21. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements regarding procurement, employee benefits, and property leasing;
- 4.4.1.22. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties; and
- 4.4.1.23. Add parties to this Agreement and concurrently amend the membership and voting structure of the Board of Directors.

5. OPERATING BOARD

5.1. Creation of Operating Board

5.1.1. An Operating Board of radio users will be created by the Board of Directors for the purposes of providing advice and other duties as deemed appropriate by the Board of Directors.

6. EXECUTIVE DIRECTOR

6.1. The Executive Director shall report to the Board of Directors and shall advise it from time to time on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and other appropriate matters related to the PSERN System and the PSERN Operator. The Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1.1. Executive Director Duties

6.1.1.1. The Executive Director shall:

6.1.1.1.1. Schedule and manage the PSERN Operator's day-to-day activities in consistent with the policies, procedures, and standards adopted by the Board of Directors;

6.1.1.1.2. Hire, evaluate at least annually, and terminate staff in compliance with the PSERN Operator's budget;

6.1.1.1.3. Propose and administer Annual Budgets including its contingency;

6.1.1.1.4. Approve expenditures and sign contracts in amounts up to \$100,000 that are included in the budget without additional approval of the Board of Directors;

6.1.1.1.5. Track the performance of PSERN systems and services;

6.1.1.1.6. Provide support to the Board of Directors;

6.1.1.1.7. Recommend policies, procedures, and standards, including changes to these policies, procedures, and standards;

6.1.1.1.8. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, system performance against targets, partial or full system outages, purchases equal to or greater than \$10,000, and usage statistics;

6.1.1.1.9. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations; and

6.1.1.1.10. Perform other duties as assigned.

6.2. Qualifications and Status of the Executive Director

6.2.1. The Executive Director shall have experience in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may be terminated from his or her position upon majority vote of the Board of Directors.

7. WITHDRAWAL AND REMOVAL

7.1. Withdrawal of a Party.

7.1.1. In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Board before January 1st of the year prior to the year the withdrawal will be effective. The Party's withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Parties.

7.1.2. A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section _____ as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not then established, then within thirty (30) days after the amount is established.

7.1.3. If Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real or personal property, or any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

7.2. Removal of a Party.

7.2.1. The Board of Directors may, for cause, remove a Party from this Agreement and terminate the Party's rights to participate in PSERN. Cause may include, but is not limited to, failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to approve and appropriate funds necessary to pay the Party's share of the costs under this Agreement.

8. DISSOLUTION AND TERMINATION

8.1. Three (3) or more Parties may, at any one time, by written notice provided to all Parties, call for a complete dissolution of the PSERN Operator and termination of this Agreement. Upon an affirmative majority vote by the Board of Directors and an affirmative majority vote of the legislative bodies of each of the Parties for such dissolution and termination, the Board of Directors shall establish a task force to determine how the PSERN System assets, liabilities and properties will be divided upon dissolution. Final approval of the disposition of the PSERN System assets shall

require an affirmative majority vote by the Board of Directors. Upon an affirmative majority vote by the Board of Directors and upon an affirmative majority vote of the legislative bodies of each of the Parties, the PSERN Operator shall be directed to wind up business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to dissolve and terminate this Agreement. Upon the final termination date, this Agreement shall be fully terminated.

9. LEGAL RELATIONS

9.1. Employees and No Third Party Beneficiaries

9.1.1. Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

9.1.2. It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

9.2. Indemnification.

9.2.1. Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively. The provisions of this Section shall survive the termination, expiration or withdrawal from of this Agreement.

10. PUBLIC RECORDS

10.1. Records Keeping Responsibilities.

- 10.1.1. The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with the policies, procedures and retention schedules as may be established by the Administrative Board.
- 10.1.2. Each Party shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.
- 10.1.3. The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Administration Board.
- 10.1.4. If a Party or the PSERN Operator or the Executive Director receives a public records request for records related to the PSERN System or the PSERN Operator, the recipient of that request shall promptly notify the other parties to this Agreement, Chair of the Administration Board and the Executive Director.
- 10.1.5. Absent agreement by the Parties or other arrangements, the recipient of that request shall remain responsible for responding to the requester. In the event a request for records is addressed to the PSERN Operator, the Executive Director or the Board of Directors but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Board of Directors but does not specify records of a single Party, PSERN shall assume responsibility for coordinating the Parties' response to the request.

11. GENERAL

11.1. Filing of Agreement

- 11.1.1. Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

11.2. Time of the Essence

- 11.2.1. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

11.3. Specific Performance

- 11.3.1. In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific

performance, damages and any other remedies available under this Agreement, at law or in equity.

11.4. No Waiver

11.4.1. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

11.5. Parties Not Relieved of Statutory Obligation

11.5.1. Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

11.6. Nondiscrimination

11.6.1. The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

11.7. No Assignment

11.7.1. No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Administration Board.

11.8. Dispute Resolution

11.8.1. If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

11.9. Entire Agreement

11.9.1. The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

11.10. Amendment Only In Writing

11.10.1. This Agreement may be amended by an affirmative majority vote the Board of Directors and unanimity of the Parties.

11.11. Notices

11.11.1. Any notice under this Agreement shall be in writing and shall be addressed to the Parties' as listed below. Any notice may be given by certified mail, overnight delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

11.11.2. The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

11.12. Conflicts

11.12.1. In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

11.13. Choice of Law; Venue

11.13.1. This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.14. Severability

11.14.1. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

11.15. Survival Provisions

11.15.1. The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

11.15.1.1. Section 8 Legal Relations

11.15.1.2. Section 10 Public Records

11.15.1.3. Section 11.13 Choice of Law; Venue

11.16. Counterparts

11.16.1. This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

11.17. Execution and Effective Date.

11.17.1. This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

CITY OF AUBURN

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Attest:
City Clerk _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Attest:
City Clerk _____

Attest:
City Clerk _____

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

CITY OF ISSAQUAH

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KENT

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF REDMOND

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF RENTON

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name: _____

Title: _____

Date: _____

CITY OF TUKWILA

Name: _____

Title: _____

Date: _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney



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

**AB 5071
June 1, 2015
Consent Calendar**

**OPEN SPACE CONSERVANCY TRUST
ANNUAL REPORT AND WORK PLAN**

Proposed Council Action:

No action required. Receive report.

DEPARTMENT OF Parks and Recreation (Paul West)

COUNCIL LIAISON n/a

EXHIBITS
1. 2014 Annual Report
2. 2015 Work Plan

APPROVED BY CITY MANAGER

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

SUMMARY

The Open Space Conservancy Trust holds Pioneer Park and Engstrom Open Space in trust as public open space. The ordinance which established the Open Space Conservancy Trust requires its Board of Trustees to report to City Council annually on the status of their properties. The Trust is presenting its 2014 Annual Report (Exhibit 1).

The Trust is also presenting its work plan calendar for 2015 (Exhibit 2) with this report. Staff estimates that the full work plan will require up to 200 hours of staff time for research, preparation, attendance and follow up of Trust board meetings, including Trustee-initiated inquiries and requests.

RECOMMENDATION

Open Space Conservancy Trust Board Chair

Receive report.

Open Space Conservancy Trust

2014 Annual Report

Forest Health and Management

Progress continues on the Forest Health Plan. In 2014, 52 acres received restoration work. Further detail is as follows:

Restoration:

- Total area received restoration activity in 2014 – 52.4 acres
- Ivy rings – 29.3 acres
- Invasive removal maintenance – 10.7 acres
- Planting maintenance – 14.4 acres

Planting:

- Fall planting – 4 acres
- Trees planted - 665
- Shrubs planted – 135

Volunteers

- Events – 9
- Volunteers – 410 youth, 90 adults (includes 350 IMS students and 30 staff)
- Volunteer hours - 983
- Cleared – 0.6 acres
- Maintained – 0.5 acres
- Planted – 436 trees & shrubs

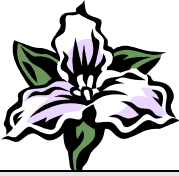
Trustees discussed the topics of canopy sustainability and root diseases. These discussions were followed by several meetings devoted to the Open Space Vegetation Plan ten year update. Climate change mitigation was a central topic of those discussions.

Trails and Recreational Use

Letterboxing continued this year and was featured at the National Trails Day event in June. A celebration for the participants was held at the beginning of the Trust's November meeting. The trust board continued to discuss whether additional directional signs are needed on the interior trails. One trustee conducted a trail use survey at the National Trails Day event. The Trust is seeking to expand this survey with the help of boy scouts. One scout refurbished three interpretive signs on the Northwest Quadrant perimeter trail to earn his Eagle rank.

Policy and Public Education

Two trustees staffed a table at Leap for Green in April. The trust board made a formal recommendation to City Council to require dogs be on leash on the northern portion of the perimeter trail in the Northeast Quadrant. Pioneer Park hosted National Trails Day event including letterboxing. The trust updated its bylaws to schedule officer elections after City Council appointments in spring.



**MERCER ISLAND
OPEN SPACE CONSERVANCY TRUST
2015 Work Plan**

January 15
<ul style="list-style-type: none">• Annual Report to Council – The Trust is required in its by-laws to report to City Council each year on the status of Trust properties.• 2015 Work Plan – The Trust develops a list of topics that it intends to address during the year (this document). This work plan is submitted to City Council with the Annual Report as a courtesy.• Leap for Green participation – Trustees will decide on materials and activities for the information table at Leap for Green• Dogs off Leash – The Trust will receive updates on off-leash dogs and discuss with staff solutions to user conflicts.• Letterboxing – The Trust board will continue to sponsor and support an annual Letterboxing program for youth on Mercer Island.• Quadrant Reports – Trustees report on the condition of certain quadrants at Trust board meetings.• Open Space Management Plan 10 Year Update – continuing discussion and reporting on revisions to the City Open Space Plan
March 19
<ul style="list-style-type: none">• Trail User Survey – Determine the needs of trail users for directional signs in the park.• Eagle Project recognition – The Trust will recognize Eagle projects that have benefitted Trust Properties.
May 21
<ul style="list-style-type: none">• Summer Work Plan – City staff report to the Trust its intended maintenance activities in the spring of each year.• Herbicide Application Report – Trust adopted an herbicide use protocol that requires City staff to report on the use of herbicides in Trust properties each year.• 2015-2016 Forest Health Work Plan – City staff will present to the Trust the restoration work planned for the next biennium.
July 16
<ul style="list-style-type: none">• Election of Officers – The Trust is required by its by-laws to elect officers at its July meeting each year.• Public education about root diseases – discussion of a public education effort to inform the public of the root disease prevalence in Pioneer Park and prepare for possible future interventions.• City Tree Risk Policy
September 17
<ul style="list-style-type: none">• Preschool Program Development – Are there any ways that the Trust properties could be more useful to preschoolers?
November 19
<ul style="list-style-type: none">• Letterboxing recognition of participants

Note: The listing of an item under a particular month means that the item will be introduced at that meeting. There will be follow-up discussions and decisions at subsequent meetings as directed by the Chair.



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

**AB 5078
June 1, 2015
Regular Business**

**CITY COUNCIL VACANCY - CANDIDATE
APPOINTMENT**

Proposed Council Action:

Appoint candidate to the vacant position (#4) on the City Council.

DEPARTMENT OF City Attorney (Christina Schuck)

COUNCIL LIAISON n/a

EXHIBITS n/a

APPROVED BY CITY MANAGER

AMOUNT OF EXPENDITURE \$ n/a

AMOUNT BUDGETED \$ n/a

APPROPRIATION REQUIRED \$ n/a

SUMMARY

Mr. Joel Wachs announced his resignation from the Mercer Island City Council (Position #4) effective May 6, 2015, due to health issues. Pursuant to RCW 42.12.070, the Council shall appoint a qualified person to fill the vacant position within ninety (90) days. The appointed person shall serve until a qualified person is elected at the next election, shall take office immediately, and shall serve the remainder of the unexpired term. See RCW 42.12.070(6).

Washington state law does not specify a procedure for selecting a person to fill the vacancy. At the May 18, 2015 meeting, Council discussed the process and the next steps that will be taken to fill the vacancy. As a result of this discussion, Council decided to appoint the candidate who came in second after the process in which Joel Wachs was selected earlier in the year. This person is Terry Pottmeyer.

RECOMMENDATION

Assistant City Attorney

MOVE TO: Appoint Terry Pottmeyer to Position #4 of the Mercer Island City Council.



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

**AB 5075
June 1, 2015
Regular Business**

**RESOLUTION DELAYING THE 2015 PERIODIC
COMPREHENSIVE PLAN UPDATE PROCESS**

Proposed Council Action:

Adopt a resolution to delay the 2015 periodic Comprehensive Plan update until completion of the Town Center development and design guidelines.

DEPARTMENT OF

Development Services Group (Shana Restall)

COUNCIL LIAISON

n/a

EXHIBITS

1. Agenda Bill 5070 (5/18/2015)
2. Resolution No. 1500

APPROVED BY CITY MANAGER

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

SUMMARY

BACKGROUND

The State-mandated deadline for adopting the periodic Comprehensive Plan update is June 30, 2015. The City has been making substantial progress towards completing the required Comprehensive Plan update. However, concurrent with the 2015 Comprehensive Plan update process, the City has initiated a Town Center visioning process to review its Town Center development and design guidelines. The Town Center visioning process is intended to result in new standards governing future Town Center development. During the Comprehensive Plan update, concerns have been expressed that the periodic 2015 Comprehensive Plan update should be delayed until completion of the Town Center visioning process to allow for the inclusion of appropriate policies reflecting the Town Center work.

On May 18, 2015, the City Council held a Study Session during which it considered three options for the adoption of the state mandated periodic 2015 Comprehensive Plan update (see Exhibit 1). These were as follows:

Option 1: Adopt Planning Commission's Recommended Plan by June 30, 2015.

Option 2: Adopt Planning Commission's Recommended Plan with Revised Town Center Policies by June 30, 2015.

Option 3: Delay Adoption until completion of Town Center Development and Design Guidelines.

The Council provided direction to staff to proceed with Option 3 by bringing forward a resolution during the June 1, 2015 City Council meeting to delay the Comprehensive Plan update. Attached as Exhibit 2 is draft Resolution No. 1500 detailing the City's substantial progress towards fulfillment of the requirements of the

2015 State mandated periodic Comprehensive Plan update and delaying the process to allow for completion of Town Center Visioning. The Plan update can be reviewed and adopted by Council following completion of the Town Center Visioning Process.

RECOMMENDATION

Principal Planner

MOVE TO: Adopt Resolution No. 1500 to delay the periodic 2015 Comprehensive Plan Update process.



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

**AB 5070
May 18, 2015
Study Session**

**2015 PERIODIC COMPREHENSIVE PLAN
UPDATE - REVIEW OF COUNCIL ISSUES**

Proposed Council Action:

Conduct a discussion of the 2015 periodic Comprehensive Plan update and provide direction to staff.

DEPARTMENT OF Development Services Group (Scott Greenberg)

COUNCIL LIAISON n/a

EXHIBITS
1. AB 5067 (5/4/2015)
2. Proposed Revised Land Use Element

APPROVED BY CITY MANAGER

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

SUMMARY

BACKGROUND

On May 4, 2015, City Council discussed the 2015 periodic Comprehensive Plan update. See Exhibit 1, Agenda Bill 5067. Prior to the May 4, 2015 meeting, Councilmembers posed some issues for discussion, which were partially addressed during the meeting. Due to time constraints, discussion of the following three issues were postponed until the May 18, 2015 City Council study session. The issue number, description of each issue, and associated questions are from the issues list previously distributed to the City Council:

1. **Population Growth:** Goal 1.6 under Action Plan at Page 50. What are implications of accepting population growth to 25,200 persons by 2030? Should we adopt as part of our CP a statement that the City can no longer plan for continuous population growth increases due to our geography? The second sentence (dealing with build out by 2035) is important and we need to understand what it means, whether it is correct, how other cities have dealt with this, what our options are for dealing with this?
5. **Town Center Purpose – Economic Development:** Goal 6 – Economic Development Policies at Page 45 raises issue of whether Town Center should have as one of its purposes to draw consumers from other areas of Puget Sound.
7. **Level of Service:** Do we want to go to a LOS D standard at some or all intersections?
 - What is the significance of going to LOS D and what does it mean to drivers?
 - Which intersections now operate at LOS D or lower?
 - Does keeping LOS C permit us to charge higher impact fees?
 - Can we state that LOS C remains our aspirational goal but LOS D would be acceptable when necessary?

- If Section 10.3 is intended to give the City some flexibility if the LOS standard cannot be maintained, why not keep Sect. 10.1 at LOS C? Otherwise, 10.3 would seem to give us an excuse to go to LOS E in some areas.

The Planning Commission's recommended Comprehensive Plan update is available online. Click on agenda item 7 at the following link:

<http://sirepub.mercergov.org/meetings/mtgviewer.aspx?meetid=156&doctype=AGENDA>

ADOPTION OPTIONS

The State-mandated deadline for adopting the periodic Comprehensive Plan update is June 30, 2015. With this in mind, the following options are available:

Option 1: Adopt Planning Commission's Recommended Plan by June 30, 2015. This option would comply with the State's June 30, 2015 deadline. Staff would return for first reading with a final draft of the updated Comprehensive Plan on June 1, 2015 incorporating Council comments from the May 4, 2015 and May 18, 2015 City Council meetings. Second reading and adoption would be scheduled for June 15, 2015.

Option 2: Adopt Planning Commission's Recommended Plan with Revised Town Center Policies by June 30, 2015. Staff is recommending this option, which would comply with the State's June 30, 2015 deadline and acknowledge the current Town Center work. Like Option 1, staff would return for first reading with a final draft of the updated Comprehensive Plan on June 1, 2015 incorporating Council comments from the May 4, 2015 and May 18, 2015 City Council meetings. This draft would also include a revised Land Use Element. See Exhibit 2. Second reading and adoption would be scheduled for June 15, 2015.

The revised Land Use Element incorporates the staff-recommended edits previously provided to Council and newly recommended changes to the Town Center policies. The staff-recommended changes are shown in "track changes" mode (showing changes from the Planning Commission's recommended version) with yellow highlighting. The proposed changes are intended to: add information regarding the current Town Center Development and Design Guidelines update process, provide updated information related to the Town Center, and acknowledge the need to periodically re-evaluate growth targets. The proposed changes provide an improved and more contemporary policy basis for the Town Center Development and Design Guidelines update. Many of the proposed changes are based on comments from the Town Center Stakeholder Group.

This approach has the benefit of allowing the City to meet the state deadline for the update in a way that does not present likely conflicts with the outcome of the Town Center visioning process. This approach could also be used to provide other modifications or placeholders in the updated Comprehensive Plan for any other areas where more analysis is needed.

Option 3: Delay Adoption Until Completion of Town Center Development and Design Guidelines.

This option would not comply with the State's June 30, 2015 deadline. The Comprehensive Plan update would be adopted after current work on the Town Center Development and Design Guidelines is complete. Appropriate policies reflecting the Town Center work would then be added to the draft Comprehensive Plan. Staff would return on June 1, 2015 with a resolution recognizing substantial progress toward updating the Comprehensive Plan and explaining why the June 30, 2015 deadline cannot be met. Such resolution could help protect the City from any legal action initiated due to missing the June 30, 2015 deadline.

RECOMMENDATION

Development Services Group Director

1. Provide direction to staff on the issues identified on Page 1 of this Agenda Bill.
2. Provide direction to staff on the adoption options described above. Staff recommends Option 2.

**CITY OF MERCER ISLAND
RESOLUTION NO. 1500**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON
DETAILING THE CITY'S SUBSTANTIAL PROGRESS TOWARDS
FULFILLMENT OF THE REQUIREMENTS OF THE 2015 STATE MANDATED
PERIODIC COMPREHENSIVE PLAN UPDATE AND DELAYING THE
PROCESS TO ALLOW FOR COMPLETION OF TOWN CENTER VISIONING.**

WHEREAS, pursuant to RCW 36.70A.040, the City of Mercer Island is subject to the State Growth Management Act; and

WHEREAS, RCW 36.70A.130(1) requires the City of Mercer Island to take legislative action to review and, if needed, revise its comprehensive plan and development regulations, to comply with the requirements in Chapter 36.70A RCW; and

WHEREAS, the deadline for the City of Mercer Island to update its comprehensive plan, as required by RCW 36.70A.130(5)(a), is June 30, 2015; and

WHEREAS, through an analysis of the existing comprehensive plan and development regulations for consistency with the requirements of Chapter 36.70A RCW, it was concluded updates were needed to comply with Chapter 36.70A RCW; and

WHEREAS, City staff presented the draft scope of work for the comprehensive plan update on February 3, 2014, and the City Council reached consensus on support of the draft scope of work; and

WHEREAS, the City Council formally approved the scope of work on July 21, 2014 via adoption of the 2014 Planning Commission Work Plan; and

WHEREAS, the Planning Commission reviewed the comprehensive plan update over the course of eight public meetings during which opportunities for public comment were provided; and

WHEREAS, an open record public hearing was held by the Planning Commission on November 19, 2014 to consider the draft comprehensive plan update, and the Planning Commission subsequently forwarded a recommended comprehensive plan to the City Council; and

WHEREAS, pursuant to RCW 36.70A.106, notice of proposed amendments to the Comprehensive Plan was submitted to the Washington State Department of Commerce at least sixty days prior to adoption of said amendments; and

WHEREAS, the City Council reviewed and discussed the recommended update on May 4, 2015 and May 18, 2015; and

WHEREAS, in November 2014, the City Council commenced a process to review and revise Mercer Island's Town Center Development and Design Guidelines; and

WHEREAS, the Town Center Development and Design Guidelines process will be complete after the June 30, 2015 deadline for submitting an updated Comprehensive Plan; and

WHEREAS, more time is needed to fully incorporate public input from the Town Center process into the Comprehensive Plan; and

WHEREAS, continuous review of the comprehensive plan has been conducted over the previous year and a half; and

WHEREAS, opportunities for public comment have been provided throughout the comprehensive plan update process and public involvement has been encouraged by the City; and

WHEREAS, the City has demonstrated intent to comply with the Washington State Growth Management Act, Chapter 36.70A RCW, and substantial progress has been made towards updating the City's comprehensive plan.

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

SECTION 1. The Mercer Island City Council needs more time to complete the public engagement process for the Town Center Development and Design Guidelines Update, which will inform the Comprehensive Plan update.

SECTION 2. The Mercer Island City Council intends to continue its review of the comprehensive plan update past the deadline of June 30, 2015, as established by RCW 36.70A.130(5)(a), to conduct a thoughtful, methodical analysis to most effectively encapsulate the desired vision for the City.

SECTION 3. The Mercer Island City Council anticipates adoption of the state mandated periodic 2015 Comprehensive Plan update upon completion of the Town Center visioning process.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,
WASHINGTON, AT ITS REGULAR MEETING ON THE 1ST DAY OF JUNE, 2015.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

ATTEST:

Allison Spietz, City Clerk



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

**AB 5076
June 1, 2015
Regular Business**

**UPDATE ON TOWN CENTER COMMUNITY
ENGAGEMENT**

Proposed Council Action:

Approve expanded community engagement schedule

DEPARTMENT OF

Development Services Group (Scott Greenberg)

COUNCIL LIAISON

n/a

EXHIBITS

1. Town Center Community Engagement Strategy
2. Proposed Schedule

APPROVED BY CITY MANAGER

AMOUNT OF EXPENDITURE	\$	TBD
AMOUNT BUDGETED	\$	0
APPROPRIATION REQUIRED	\$	TBD

SUMMARY

Over the past year, the City Council, staff, consultants and community have been working on reviewing and updating the Town Center vision and Town Center design guidelines. Phase 1 (April 2014-January 2015) involved reviewing the current Town Center vision and identifying opportunities for improving how the City regulates the Town Center’s built environment. Phase 2 (February 2015-present) involved a robust community engagement process to solicit input and ideas to:

- Make the Town Center design guidelines more precise and unambiguous
- Provide more predictable form-based design standards rather than incentives to achieve the Town Center vision
- Clearly indicate intent and expectations by adding graphics to the City Code
- Consider adoption of a “regulating plan” and related development standards to achieve a core retail area anchored by civic plazas
- Consider use of varying building heights to achieve a more diverse building form
- Consider creating new street standards for 77th Avenue SE to improve pedestrian and bicycle connectivity between the future Light Rail Station and Mercerdale Park.

On February 23, 2015, the City Council approved a Town Center Community Engagement Strategy (see Exhibit 1). The Strategy involved creation of two advisory groups: the 9 member Town Center Liaison Group (TCLG) and the 42 member Town Center Stakeholder Group (TCSG). Since March 2015, there have been 7 TCLG meetings and 5 TCSG meetings, including a weekend design workshop.

In addition, staff, consultants and some Councilmembers attended four small group meetings with the League of Women Voters, Mercer Island Preschool Association, Mercer Island Rotary, and the Mercer Island Chamber of Commerce.

The City also sponsored larger public input meetings at West Mercer Elementary, Lakeridge Elementary, and two meetings at the Mercer Island Community and Events Center.

The public process has resulted in a number of proposed changes to regulations affecting the Town Center. On May 18, 2015, the City Council extended the time for the community to understand and comment on Town Center issues. At the same meeting, the City Council agreed to delay adoption of the 2015 Comprehensive Plan Update to allow inclusion of new and/or revised policies and information reflecting the outcome of the Town Center process.

Due to this delay, Seth Harry's presentation of a draft code outline scheduled for June 1 has been rescheduled to September 8 as discussed below.

PROPOSED SCHEDULE

Staff and the Town Center Subcommittee are recommending that the next phase of Town Center community engagement include three additional Stakeholder Group meetings and two additional public input meetings (see Exhibit 2). Staff requests City Council approval of the proposed schedule.

The public commented over the past few months that the current vision was not well understood. The first Stakeholder Group and public input meetings would focus on understanding the current Town Center vision and discussing whether and how the vision needs to be changed. The second set of Stakeholder Group and public input meetings would focus on updating the Town Center policies in the Land Use Element of the Comprehensive Plan. The final Stakeholder Group meeting would focus on a draft code that would be based on the proposed Town Center vision and Comprehensive Plan policies. The expanded community engagement would culminate with an open house for the public to learn about the proposed code update and a presentation to City Council on September 8.

FUTURE BUDGET REQUEST

Continuing the current contracts of Seth Harry and Associates and 3 Square Blocks past the current phase is necessary to provide support for this extended community engagement process. After Council approval of the proposed schedule, staff will work with both consultants on a scope of work and budget for supporting the process, which will be presented for Council review and approval on June 15, 2015. The scope of work will include potential revisions to already completed work based on additional community input, additional meeting facilitation and organization costs and assistance with Town Center-related Comprehensive Plan policies and vision.

RECOMMENDATION

Development Services Group Director

MOVE TO: Approve the Town Center community engagement schedule shown on Exhibit 2.

TOWN CENTER COMMUNITY ENGAGEMENT STRATEGY

TOWN CENTER LIAISON GROUP (“TCLG”)

- A. Membership:** Nine (9) members appointed by the Mayor including, three (3) City Councilmembers, three (3) Planning Commission Members and three (3) Design Commission Members. Appointments will be confirmed by the City Council on February 23, 2015.
- B. Meetings:** Approximately two meetings will be scheduled each month from March – June. Meetings can be added or cancelled as requirements dictate. Meetings will be open to the public and publicized on the City website and through other means. TCLG members are also expected to attend all March and April Stakeholder Group meetings as well as appropriate City Council meetings.
- C. Responsibilities:** TCLG’S primary responsibility is to serve as a liaison between the public and the City Council, City staff and outside consultants to ensure that the public receives sufficient information and ample opportunity to provide public input and that the input received is properly considered and addressed in the development of changes to the Development Code. Specifically:
1. Ensure that the public engagement process is effective:
 - a) Is sufficient information being provided to the public in a timely manner in order to receive meaningful public input?
 - b) Is the public input being accurately recorded and compiled?
 - c) Is the public input process that was initially envisioned actually occurring during the public input sessions?
 2. If the public input process that was initially envisioned is not being effective, then the TCLG along with the consultants and City staff will promptly adjust our methods to engage the public through alternate means.
 3. Work with the consultants, Stakeholder Group and City staff to develop Town Center Development Code outline proposals that reflect the general consensus of public input.
 4. Review Development Code language with City staff, Stakeholder Group and consultants to ensure consistency with public input and subsequent City Council direction.
 5. Resolved any questions regarding Stakeholder Group participation and process.

TOWN CENTER STAKEHOLDER GROUP (“STAKEHOLDER GROUP”)

- A. Membership:** Approximately 40 members who have the interest and experience to provide input to the process and are willing to commit the required time. Members will be selected by City staff and the City Council Town Center Committee with input from other members of the TCLG to the extent feasible. The intent is to have the collective voice of the Stakeholder Group represent a cross section of opinions of Island residents. Consequently, members will be drawn from community

groups such as Save our Suburbs (SOS), MIPA, Rotary, MIYFS Board, Strivers or similar seniors groups, PTA, from residential areas around the Island, from persons and groups that are directly involved in Town Center businesses and development and, when possible, will include people with specialized knowledge in relevant areas (architecture, landscaping).

B. Meetings: The Stakeholder Group will have meetings as follows:

1. A meeting the week of March 9 with the outside consultant, TCLG and City staff in order to ensure that all members of the Stakeholder Group are aware of what has already been done by Seth Harry and his team in Phase 1, see the materials generated by the consultants that will be presented during the public input meetings and community outreach sessions and learn about the expected process and schedule in the months ahead.
2. A 2-day meeting/workshop/charrette on March 20-21 during which the Stakeholder Group will work with City staff, consultants and TCLG to review and analyze the previously received public input and provide guidance on changes to the Development Code that they believe are appropriate based on the public input and their own opinions on community and business needs;
3. A meeting the week of April 20 at which they will be presented with the proposals that TCLG intends to take to the City Council so they can advise the TCLG as to whether, in their opinion, the proposals properly reflect the input they previously provided. The input of the Stakeholder Group at this second meeting will be considered by TCLG in deciding whether to make further changes to the proposals before being presented to the public at the public input meeting that will occur the week of April 27.
4. A meeting the week of May 4 for one final review and check-in prior to proposals going to the City Council for any remaining fine tuning of proposals based on information derived during public input sessions that occurred the week of April 27.

Based on the direction given by the City Council at its June 1 meeting, the Stakeholder Group will participate through subsequent meetings in the review of draft Development Code language so that questions or concerns of the Stakeholder Group can be considered before the proposed language is sent to the Planning Commission and possibly Design Commission for their consideration and action.

- C. Expectations:** Stakeholder Group members are encouraged to attend the public input meetings in March and April and are expected to attend all scheduled meetings of the Stakeholder Group itself as the ability of the group to function effectively requires active participation and continuity.
- D. Responsibilities:** The Stakeholder Group's primary responsibility is to provide constructive input into the Development Code revision process based on their individual expertise and to ensure that public opinion, as developed during the public input process, is given full consideration. Various members will be appointed to the Stakeholder Group based on their personal expertise in certain areas (e.g., architecture, landscaping, parents of children currently in the schools, seniors) and they will be asked to provide specialized information in their respective areas of expertise.

PUBLIC INPUT AND TOUCH POINTS

- A. Website:** The City's website will be used as a primary means for ensuring that current information is available 24/7 to the public and that all members of the public, even if they are unable to attend one of the scheduled public meetings, have a means by which they can provide input. This input will be part of the information recorded and compiled by TCLG and the Stakeholder Group.
- B. Next Door:** Suggestions and ideas have been circulated on NextDoor.com. That information will be captured and will be part of the information considered by TCLG and the Stakeholder Group.
- C. Initial Presentations:** During the week of March 9, consultants, working with City staff and TCLG, will hold a series of public meetings/community outreach sessions. These will include two community public meetings (one in the north end and one in the south end or center Island) and then meetings with as many community groups as is feasible. The primary purposes of these meetings/outreach sessions will be:
1. A brief review of the Phase 1 findings primarily for background purposes.
 2. Presentation of a detailed and comprehensive graphic/pictorial presentation by the Seth Harry team depicting the development that we could expect if the Phase 1 recommendations were implemented. To the extent possible, the presentation will include alternatives so that Islanders understand the various possibilities.
 3. Opportunities for public input and questions.
- The public input received during these public meetings will be distilled and analyzed by the consultants and City staff so that it can be given full consideration during the March 20-21 Stakeholder Group meetings.
- D. Review Meeting:** At least one community meeting the week of April 27 at which the public will be presented with the proposals that TCLG intends to take to the City Council at the June 1 meeting. The public input received during this public meeting will be distilled and analyzed by the outside consultants and City staff for inclusion in the report to the City Council to ensure that all City Councilmembers are fully aware of public support and concerns.
- E. Additional Public Input and Touch Points:** City Council, Planning Commission and Design Commission meetings likely to occur between June and August. Planning Commission and City Council will hold public hearings on actual Development Code language.

DRAFT SCHEDULE

DATE/WEEK	ACTION ITEMS/EVENTS
2/23/15	Review of Community Engagement Plan by City Council
2/23/15 – 3/8/15	Seth Harry to develop all materials required for public input meetings and community outreach sessions. City staff to schedule meetings and sessions.
Week of 3/2/15	TCLG Meeting #1 (prepare for Public Input Meetings/Community Outreach Sessions)
Week of 3/9/15	Meeting #A of Stakeholder Group
Week of 3/9/15	Public Input Meetings and Community Outreach Sessions
Week of 3/16/15	TCLG Meeting #2 (review public input meeting results and prepare for Stakeholder Group Workshop)
3/20 – 3/21/15	Stakeholder Group Workshop (Meeting #B)
Week of 3/23/15	TCLG Meeting #3 (review results of Stakeholder Group Workshop)
3/23/15 – 4/13/15	Consultants take input from Stakeholder Group Workshop and public input to revise materials previously developed.
Week of 4/13/15	TCLG Meeting #4 (receive update from and provide input, if needed, to consultants)
Week of 4/20/15	Stakeholder Group Meeting #C to review revised materials.
Week of 4/20/15	TCLG Meeting #5 to review Stakeholder Group Meeting and provide appropriate direction to consultant
Week of 4/27/15	Public Meeting(s) to review revised materials
Week of 5/4/15	Stakeholder Group Meeting #D for additional check-in and review
Week of 5/4/15	TCLG Meeting #6 to provide final direction to enable consultants to prepare materials for City Council review
5/4/15 – 5/20/15	Consultants and Staff draft outline of Code changes and graphics for City Council review
Week of 5/18/15	TCLG Meeting #7 to provide feedback on draft outline of Code changes and graphics to finalize recommendation for City Council
6/1/15	City Council Decision on Next Steps
After 6/1/15	Draft Code Amendments begin formal review by Planning Commission, Design Commission and City Council. The schedule for additional Stakeholder Group and TCLG meetings will be developed following City Council action at the June 1 meeting.

TOWN CENTER COMMUNITY ENGAGEMENT PROCESS—SPRING/SUMMER 2015

DATE	MEETING
June 1 Council Chambers	Town Center Update to City Council
June 1 Council Chambers	Resolution to Delay Comprehensive Plan Update
Wed. June 10 (5:30 – 8:30 pm) MICEC Mercer Room	Town Center Stakeholder Group Meeting E <ul style="list-style-type: none"> • Town Center Vision
Tue. June 16 (5:30 – 7:30 pm) MICEC Mercer Room	Public Input Meeting: Receive comments on <ul style="list-style-type: none"> • Town Center Vision • Town Center Code
Tue. June 30 (5:30 – 8:30 pm) MICEC Mercer Room	Town Center Stakeholder Group Meeting F <ul style="list-style-type: none"> • Town Center Comprehensive Plan Policies
July 11/12	Summer Celebration (displays at City booth)
Thur. July 16 (5:30 – 7:30 pm) MICEC Mercer Room	Public Input Meeting: Receive comments on <ul style="list-style-type: none"> • Town Center Comprehensive Plan Policies
Thur. August 6 (5:30 – 8:30 pm) MICEC Mercer Room	Town Center Stakeholder Group Meeting G (Seth)—Final Stakeholder Group Review and comment <ul style="list-style-type: none"> • Town Center Vision and Policy • Town Center Code
Sept. 8 (4:00-6:00 pm) Council Chambers and Lobby	Open House <ul style="list-style-type: none"> • To provide information on proposed Town Center Vision, Policy and Code revision
Sept. 8 (6:00-7:00 pm) Council Chambers	Report to City Council (Study Session) <ul style="list-style-type: none"> • Briefing on proposed Town Center Vision, Policy and Code revision

To be scheduled: TCLG Meeting #8



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

**AB 5077
June 1, 2015
Regular Business**

**CROSS-CONNECTION CONTROL PROGRAM
CODE UPDATE (2ND READING)**

Proposed Council Action:

Conduct first reading of Ordinance No. 15C-09, amending chapter 15.14 MICC Unlawful Cross Connections.

DEPARTMENT OF

City Attorney (Christina Schuck) Francie Lake (Finance)

COUNCIL LIAISON

n/a

EXHIBITS

1. Proposed Ordinance No. 15C-09 - Clean Copy
2. Proposed Ordinance No. 15C-09 - Strikethrough

APPROVED BY CITY MANAGER

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

SUMMARY

Chapter 15.14 of the Mercer Island City Code (MICC) governs cross-connections between the City’s public water system and a consumer’s water system. In response to the boil water advisory event in fall 2014, City staff has been working to update elements of the City’s Cross Connection Control Program (“Program”), including Chapter 15.14.

To comply with state law, the ordinance must establish the City’s legal authority, describe the operating policies and the corrective actions employed to ensure compliance with the Program. The intent of the proposed ordinance is to encourage property owners, through a clear enforcement provision, to install and test backflow preventers that are commensurate with the degree of hazard posed by property features. It is also intended to encourage response to certifications sent by the City to obtain information about property features and potential risks.

A multi-departmental team has been working together for several months to update the Program and the ordinance. In February 2015, members of the team led a Cross-Connection Study Session with the Utility Board. On March 10, 2015, the Utility Board reviewed and commented upon a draft ordinance. On May 4, the multi-departmental team led a Cross-Connection Study Session with City Council. Staff brought proposed Ordinance No. 15C-09 for first reading on May 18, 2015. Council discussed the proposed ordinance and set it for second reading. The ordinance has been updated to reflect this discussion and the guidance from Council.

PROPOSED AMENDMENTS/FIRST READING DISCUSSION

At the first reading, staff presented the state requirements and policy considerations for the ordinance. Discussion centered around the requirements in the ordinance and the corrective actions taken to ensure compliance. Pursuant to state law (1) approved backflow preventers must be installed commensurate with the degree of hazard; and (2) the devices must be tested and inspected. Council also considered whether or not to compel the return of a questionnaire or what was termed as a “certification.” Enforcement tools and a penalty schedule were also discussed.

Certification

At the first reading of the proposed ordinance on May 18, 2015, Staff presented Council with two options. Option 1 included a section requiring the return of a “certification”. Failure to return the certification within the specified time period results in the imposition of a monetary penalty. Option 2 did not include an enforcement provision for failure to return the certification. A certification is a questionnaire that will be sent to Island residents and businesses asking about certain property features. The goal is to identify which consumers need approved backflow preventers, and in particular, identify consumers who may have property features that require premises isolation. Timely and accurate responses to the certification are needed to ensure the City has accurate data on cross connection hazards. Responses to the certification are also needed to comply with the Department of Health’s after action items. At the first reading, staff explained how the certification process may be carried out. Specifically, Staff plans to send out certifications in three phases (1) lakefront properties; (2) commercial properties; and (3) all other properties. As written, the ordinance requires the certification be returned within 30 days.

Steps will be taken outside of the ordinance process by the multi-departmental team to help educate Mercer Island residents on the certification and the requirements and enforcement. Various incentives will also be offered. Should the answers provided on a certification indicate a consumer must install an approved backflow preventer, the consumer will be given ample time to comply before any penalties are assessed.

As a result of this discussion and direction from Council, the current proposed ordinance includes the requirement to return the certification. Failure to return the certification within 30 days subjects consumers to the following penalties.

15.14.060 (B) Certification Response and Enforcement	
Violation	Penalty
1 st violation	Written Notice
2 nd violation	\$50.00
All subsequent violations	\$50.00

As proposed, the certification enforcement section imposes a lower enforcement scheme than violations of the testing and installation requirements. Penalties are cumulative.

Enforcement Tools

The goal of the enforcement section is to encourage compliance; afford due process to customers; provide the City with options to eliminate unlawful cross-connections; and help off-set the administrative costs associated with enforcement.

The proposed ordinance gives the City three main tools to enforce the testing and installation requirements:

- (1) Monetary penalties
- (2) Termination of water service; and/or
- (3) Abatement – terminating a public nuisance

Importantly, the section is drafted to allow the City to employ any or all of these enforcement mechanisms.

- *Monetary Penalties & Termination of Service*

The enforcement section also imposes a monetary penalty for both failure to install backflow preventers and failure to inspect and test these devices. First, a warning letter will be sent asking the consumer to correct the violation. If it is not corrected, monetary penalties are assessed. The penalties are cumulative. Water service is terminated after the third violation.

15.14.080(B) Water Service Termination and Monetary Penalties		
Violation	Penalty	Other
1 st Violation	Written notice	30 days to comply
2 nd Violation	\$100.00	30 day notice of water termination
3 rd Violation	\$150.00 + Water Termination	N/A

Termination of water service is the most effective enforcement tool the City can employ, because it simply eliminates the cross-connection and the threat to the City’s public water system. However, termination of water service may not always be appropriate. With that in mind, this section allows the Water Purveyor to exercise his/her discretion.

- *Abatement*

If it is not appropriate to terminate water service, the City may elect to use the third enforcement tool: abatement. The original ordinance and the amended ordinance both declare unlawful cross-connections to be public nuisances. Per state law, the City has the authority to abate a public nuisance. Abatement means to remedy or remove the nuisance. It refers to a specific process that can be employed when voluntary compliance or administrative proceedings fail to solve the problem. This process requires a warrant of abatement issued by superior court, which authorizes the city to enter onto private property, remedy the nuisance and then hold the property owner responsible for the abatement costs.

Within the cross-connection control context and the anticipated enforcement scheme, it is a tool that staff anticipates will be rarely, if ever used. In most cases, water termination will be appropriate and the most effective because it ends the threat to the City’s public water system. However, there are some

situations where water termination will not be an appropriate remedy—for example, a non-compliant adult family (assisted living) home. In such situations, the abatement process would be an essential tool to address the threat to the City’s public water system.

As drafted, the abatement process provides ample notice and opportunities to correct the nuisance before any action is taken. The current draft of the ordinance specifies that the City will follow all applicable state laws in the abatement process.

Although abatement is unwieldy and cumbersome and may rarely be used, it is an important tool should an extreme case of non-compliance or unusual violation occur.

SUMMARY OF CHANGES

The proposed ordinance maintains the general framework of MICC 15.14. Overall changes include: (1) reordering sections to conform with other chapters of the MICC; (2) addition of testing requirement; (3) addition of certification response requirement; (4) updated definition section; (5) new enforcement section; and (6) new appeal section.

Other Changes Since First Reading

Additional small changes have been made after the first reading to the second reading based upon Council direction at the first reading and other suggestions and staff review. These include re-wording of several sections to increase clarity. For example, 15.14.070(C) clarifies that the consumer must have all inspections and tests required under .070 conducted by a person certified as BAT (backflow assembly tester). MICC 15.14.070(B)(4) also allows the City to recover reasonable attorney fees associated with foreclosure of the lien. 15.14.070(A)(4) was added to require testing within 30 days of an approved backflow preventer failing the testing or inspection.

Additionally, duplicative language regarding abatement was removed from 15.14.080(B)(4).

The changes to proposed Ordinance No. 15C-09 address the questions and concerns raised by Council in the first reading on May 18, 2015.

Staff recommends adoption of this ordinance.

RECOMMENDATION

Assistant City Attorney and Deputy Finance Director

MOVE TO: Adopt Ordinance No. 15C-09, amending MICC 15.14, Unlawful Cross Connections.

**CITY OF MERCER ISLAND
ORDINANCE NO. 15C-09**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING
CHAPTER 15.14 OF THE MERCER ISLAND CITY CODE REGARDING
UNLAWFUL CROSS CONNECTIONS**

WHEREAS, the City of Mercer Island Municipal Code (MICC) contains Title 15, Water, Sewers and Public Utilities and Chapter 15.14 Unlawful Cross-Connections, adopted as Ordinance A-38; and

WHEREAS, the Washington Administration Code requires the City to develop and implement a cross-connection control program that meets the requirements of WAC 246-290-490 and the City may establish a more stringent program to protect the City's public water system; and

WHEREAS, the City Council of the City of Mercer Island, as required by Washington Administrative Code 246-290-490, shall ensure the elimination or control of all cross-connections between a water consumer's system and the City's public water system; and

WHEREAS, the Washington State Department of Health recommended the City update its cross-connection control program to better protect the City's public water system; and

WHEREAS, the City as the purveyor is required to adopt a local ordinance that establishes its legal authority to implement a cross-connection control program; describes the operating policies and technical provisions of the cross-connection control program; and describes the corrective actions used to ensure that consumers comply with the purveyor's cross-connection control requirements; and

WHEREAS, the installation or maintenance of an unprotected cross-connection may endanger the water quality of the City's public water system and pose a public health hazard; and

WHEREAS, the City as the Purveyor is developing and implementing procedures to ensure cross-connections are eliminated whenever possible and when cross-connections cannot be eliminated, they are controlled by installation of approved backflow preventers commensurate with the degree of hazard; and

WHEREAS, the installation of approved backflow preventers to counteract back pressure or prevent back siphonage to the City's public water system are necessary for the public health, welfare and safety of the citizens of the City; and

WHEREAS, the City shall develop and implement procedures to ensure approved backflow preventers relied upon to protect the City's public water system are inspected and/or tested on an annual basis; and

WHEREAS, proposed Ordinance No. 15C-09 updates and amends the definition section to use the definitions of the Washington Administrative Code; and

WHEREAS, proposed Ordinance No. 15C-09 specifies under what circumstances premises isolation is required; and

WHEREAS, proposed Ordinance No. 15C-09 updates and amends the enforcement section to establish a new monetary penalty schedule and penalties for non-compliance and establishes a new appeal process.

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

Section 1. **Amend MICC Chapter 15.14, Unlawful Cross-Connections.** MICC Chapter 15.14, Unlawful Cross-Connections is hereby amended as follows:

Chapter 15.14
UNLAWFUL CROSS-CONNECTIONS

Sections:

- 15.14.010 Purpose
- 15.14.020 Definitions
- 15.14.030 Adoption of State Regulations
- 15.14.040 Cross-Connection Declared Unlawful
- 15.14.050 Approved Backflow Preventers Required
- 15.14.060 Certification Response and Enforcement
- 15.14.070 Inspection and Testing Procedures of Approved Backflow Preventers
- 15.14.080 Enforcement
- 15.14.090 Abatement of Unlawful Cross-Connection and Installation of Approved Backflow Preventers—Procedures.
- 15.14.100 Appeal Procedure

15.14.010 Purpose.

The purpose of this chapter is to protect the public drinking water system from the risk of contamination due to backflow through cross connections and to eliminate or control cross-connections between the city’s public water system and the consumer’s water system.

15.14.020 Definitions.

A. Definitions in the Washington Administrative Code 246-290-010, as they presently exist and as they may, from time to time, be amended, are hereby adopted and incorporated herein by this reference as if set forth in full. In addition to the definitions adopted by reference, the following words shall have the indicated meanings.

B. “Water Purveyor” means a person designated by the City Manager to be the authorized agent of the city with authority over the city’s public water system.

C. “Substantial alteration” means an alteration that costs 50 percent or more of the current assessed value of the structure.

15.14.030 Adoption of State Regulations.

Rules and regulations of the Washington State Department of Health regarding public water supply systems, entitled "Cross-Connection Control" Washington Administrative Code 246-290-490, as they presently exist and as they may be amended from time to time in the future, are hereby adopted and incorporated herein by this reference as if set forth in full.

15.14.040 Cross-Connection Declared Unlawful.

The installation or maintenance of an unprotected cross-connection is hereby declared to be unlawful. The control and elimination of cross-connections shall be in accordance with the applicable sections of the Washington Administrative Code, the Mercer Island City Code and the policies and procedures of the city's cross-connection control program.

15.14.050 Approved Backflow Preventers Required.

A. Approved backflow preventers shall be installed at the city's water service connection commensurate with the assessed degree of hazard. The consumer shall install and maintain all approved backflow preventers deemed necessary by the standards established by the city. The backflow preventers shall be installed in accordance with these standards. The consumer, at the consumer's expense, shall have all approved backflow preventers installed and tested in accordance with this chapter.

B. Premises isolation is required for the following:

1. Severe and High Health Cross-Connection Hazard Premises listed in Washington Administrative Code 246-290-490(4)(b), Table 9; and
2. New non-residential buildings or substantial alteration of non-residential buildings; and
3. New single-family dwellings or substantial alteration of a single-family dwelling with access to an unapproved auxiliary water supply.

15.14.060 Certification Response and Enforcement.

A. Certification Response Required. The city will periodically send a certification to identify consumers with property features which may require approved backflow preventers. Consumers shall return the certification within thirty (30) days.

B. Enforcement. In the event the consumer has failed to respond to the certification within the specified time period, the consumer shall be subject to the following penalties:

1. First violation: Written notice shall be sent to the consumer or alternatively, a copy of such written notice shall be posted on the premises involved. The notice shall provide that the certification shall be returned within thirty (30) days of the date the notice is mailed or posted on the premises.
2. Second violation: If the consumer does not correct the violation by returning the certification within thirty (30) days of the written notice, the consumer shall receive a \$50.00 penalty.

3. Third and subsequent violations: If the consumer does not correct the violation by returning the certification within thirty (30) days of the issuance of the first or subsequent penalty, the consumer will receive a \$50.00 penalty.

15.14.070 Inspection and Testing Procedures of Approved Backflow Preventers.

- A. Approved backflow preventers shall be inspected and tested within thirty (30) days:
 1. Of the time of initial installation;
 2. After the approved backflow preventer is repaired; and
 3. After the approved backflow preventer is moved, relocated, or reinstated.
- B. Approved backflow preventers shall also be tested:
 1. Annually after initial installation; and
 2. More often if tests indicate repeated failures.
- C. Approved backflow preventers failing a test shall be repaired and retested until the tests pass.
- D. The city will send a courtesy reminder letter to the consumer regarding the required annual test of the backflow preventers. Failure of the city to provide the reminder shall not affect the consumer's duty to obtain testing under this section. The consumer shall have all inspections and tests that are required under 15.14.070 by any person certified as a BAT (backflow assembly tester) by the Washington State Department of Health, and the results shall be delivered to the city on a form prescribed by the city.
- E. If such test is not performed within the time required in section A or B, the city may initiate proceedings for termination of water service and impose monetary penalties as set forth in 15.14.080(B).

15.14.080 Enforcement.

- A. The city shall have the authority to terminate water service, take abatement action and impose monetary penalties for violations of the inspection, testing and installation requirements in this chapter.
- B. Water Service Termination and Monetary Penalties. In the event that the Water Purveyor or his/her designee, determines that an unlawful cross-connection exists, and/or that the consumer has failed to meet the inspection and testing requirements for backflow preventers, the consumer shall be subject to the following penalties:
 1. First violation: Written notice shall be sent to the consumer or alternatively, a copy of such written notice shall be posted on the premises involved. The notice shall provide that the unlawful cross-connection shall be corrected by testing or installation within thirty (30) days of the date the notice is mailed or posted on the premises.
 2. Second violation: If the consumer does not correct the violation by testing or installation within thirty (30) days of the written notice, the consumer shall receive a \$100.00 penalty and notice that water service to the premises may be terminated after 30 days.

3. Third violation: If the consumer does not correct the violation by testing or installation within thirty (30) days of the issuance of the first penalty, the consumer will receive an additional \$150.00 penalty and water service to the premises may be shut off immediately.

4. If the Water Purveyor determines that service should not be interrupted, the city may abate the unlawful cross-connection as set forth in 15.14.090.

15.14.090 Abatement of Unlawful Cross-Connection and Installation of Approved Backflow Preventers—Procedures.

Unprotected cross connections which are declared by this chapter to be unlawful, whether presently existing or hereinafter installed, and/or services requiring approved backflow preventers, are hereby declared to be public nuisances. In addition to any other provisions of the municipal code or ordinances of the city pertaining to abatement of public nuisances, these nuisances shall be subject to abatement in accordance with the following procedures:

- A. In the event that the Water Purveyor or his/her designee, determines an unlawful cross-connection exists, written notice shall be sent to the consumer as specified in 15.14.080(B). The notice shall provide that the unlawful cross-connection shall be corrected within thirty (30) days of the date the notice is mailed or posted on the premises.
- B. In the event such unlawful cross-connection is not abated within the prescribed period of time in 15.14.080(B), water service to the premises may be shut off immediately or, if the Water Purveyor determines that service should not be interrupted, the city may hire a contractor to abate the unlawful cross-connection as required by the city, including the installation of a backflow preventers. In such event, the city shall bill the consumer and/or property owner for all costs incurred. The city shall provide written notice to the consumer and/or property owner after 10 days in default; subsequent to the 10 days the city shall have the right to lien the real property. The City will follow all applicable state laws throughout the abatement process.
- C. Any new service with unlawful cross-connections shall be refused water service by the City until such time as the prospective consumer has installed a backflow preventers as required by the city.

15.14.100 Appeal procedure.

A. A consumer may appeal the termination of water service and/or the assessment of a monetary penalty to the Water Purveyor by filing a written request for consideration within 10 days of receipt of notice of a monetary penalty or termination of water service.

B. The Water Purveyor shall consider the explanation provided by the consumer and shall make his/her decision on the basis of the explanation and steps taken to comply with installation of backflow preventers and/or to comply with the required inspection and testing of backflow preventers. The Water Purveyor shall affirm, reverse or modify the assessment of monetary penalty and shall affirm or reverse the termination of water service.

C. A consumer may appeal the Water Purveyor’s decision by filing a written notice of appeal to the city clerk within 14 days of the Water Purveyor’s decision. The city’s hearing examiner shall hear the appeal. The decision of the hearing examiner is final as to administrative remedies with the city.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality 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 within 30 days after passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the _____ day of _____ 2015 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: _____

**CITY OF MERCER ISLAND
ORDINANCE NO. 15C-09**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING
CHAPTER 15.14 OF THE MERCER ISLAND CITY CODE REGARDING
UNLAWFUL CROSS CONNECTIONS**

WHEREAS, the City of Mercer Island Municipal Code (MICC) contains Title 15, Water, Sewers and Public Utilities and Chapter 15.14 Unlawful Cross-Connections, adopted as Ordinance A-38; and

WHEREAS, the Washington Administration Code requires the City to develop and implement a cross-connection control program that meets the requirements of WAC 246-290-490 and the City may establish a more stringent program to protect the City's public water system; and

WHEREAS, the City Council of the City of Mercer Island, as required by Washington Administrative Code 246-290-490, shall ensure the elimination or control of all cross-connections between a water consumer's system and the City's public water system; and

WHEREAS, the Washington State Department of Health recommended the City update its cross-connection control program to better protect the City's public water system; and

WHEREAS, the City as the purveyor is required to adopt a local ordinance that establishes its legal authority to implement a cross-connection control program; describes the operating policies and technical provisions of the cross-connection control program; and describes the corrective actions used to ensure that consumers comply with the purveyor's cross-connection control requirements; and

WHEREAS, the installation or maintenance of an unprotected cross-connection may endanger the water quality of the City's public water system and pose a public health hazard; and

WHEREAS, the City as the Purveyor is developing and implementing procedures to ensure cross-connections are eliminated whenever possible and when cross-connections cannot be eliminated, they are controlled by installation of approved backflow preventers commensurate with the degree of hazard; and

WHEREAS, the installation of approved backflow preventers to counteract back pressure or prevent back siphonage to the City's public water system are necessary for the public health, welfare and safety of the citizens of the City; and

WHEREAS, the City shall develop and implement procedures to ensure approved backflow preventers relied upon to protect the City's public water system are inspected and/or tested on an annual basis; and

WHEREAS, proposed Ordinance No. 15C-09 updates and amends the definition section to use the definitions of the Washington Administrative Code; and

WHEREAS, proposed Ordinance No. 15C-09 specifies under what circumstances premises isolation is required; and

WHEREAS, proposed Ordinance No. 15C-09 updates and amends the enforcement section to establish a new fine schedule and penalties for non-compliance and establishes a new appeal process.

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

Section 1. **Amend MICC Chapter 15.14, Unlawful Cross-Connections.** MICC Chapter 15.14, Unlawful Cross-Connections is hereby amended as follows:

Chapter 15.14
UNLAWFUL CROSS-CONNECTIONS

Sections:

15.14.010 Purpose

~~15.14.010~~020 Definitions

~~15.14.050~~030 Adoption of State Regulations

~~15.14.020~~040 Cross-Connection Declared Unlawful

~~15.14.030~~050 Approved Backflow Preventers~~Prevention Devices~~ Required

15.14.060 Certification Response and Enforcement

15.14.070 Inspections and Testing Procedures of Approved Backflow Preventers

~~15.14.080 Enforcement~~~~Violation~~—~~Penalty~~

~~15.14.060~~090 Abatement of Unlawful Cross-Connection and Installation of Approved Backflow Preventers~~Devices~~—~~Procedures~~

15.14.100 Appeal Procedure

15.14.010 Purpose.

The purpose of this chapter is to protect the public drinking water system from the risk of contamination due to backflow through cross connections and to eliminate or control cross-connections between the city’s public water system and the consumer’s water system.

15.14.010~~020~~ **Definitions.**

~~For the purposes of this chapter, the following words or phrases shall have the meanings as hereinafter set forth:~~

A. Definitions in the Washington Administrative Code 246-290-010, as they presently exist and as they may, from time to time, be amended, are hereby adopted and incorporated herein by this reference as if set forth in full. In addition to the definitions adopted by reference, the following words shall have the indicated meanings.

B. “Water Purveyor” means a person designated by the City Manager to be the authorized agent of the city with authority over the city’s public water system.

C. “Substantial alteration” means an alteration that costs 50 percent or more of the current assessed value of the structure.

A. ~~“Backflow” means a flow other than in the intended direction of flow, of any foreign liquids, gases or substances into the distribution system of a public water supply.~~

B. ~~“Backflow prevention device” means a device approved by the state of Washington, Department of Social and Health Services or such other state department that shall have jurisdiction over the subject matter of backflow prevention devices and by the American Waterworks Association used to counteract back pressure or prevent siphonage into the distribution system of a public water supply.~~

C. ~~“Cross-connection” means any physical arrangement whereby a public water system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or any other source of wastes or liquids of any unknown or unsafe quality which are capable of imparting contamination to a public water supply.~~

15.14.050030 Adoption of State Regulations.

Rules and regulations of the ~~Washington State Board~~ Department of Health regarding public water supply systems, entitled "Cross-Connection Control" Washington Administrative Code 246-290-490 as set forth in WAC 248-54-285, as ~~they presently exist~~ set forth therein or as such rules and regulations and as they may be amended from time to time in the future, are hereby adopted and incorporated herein by this reference ~~and incorporated herein as if set forth herein in full.~~

15.14.020040 Cross-Connection Declared Unlawful.

The installation or maintenance of ~~an unprotected~~ a cross-connection is hereby declared to be unlawful. The control and elimination of cross-connections shall be in accordance with the applicable sections of the Washington Administrative Code, the Mercer Island City Code and the policies and procedures of the city’s cross-connection control program, in the opinion of the city manager or his designee, will endanger the water quality of any portion of the potable water supply system of the city is declared to be unlawful.

15.14.030050 Approved Backflow Preventers ~~Prevention Devices~~ Required.

~~Backflow prevention devices shall be installed and maintained by any service customer on any service connection to the city’s water supply system where the backflow prevention device is deemed to be necessary for the protection of the city’s water supply.~~

A. Approved backflow preventers shall be installed at the city’s water service connection commensurate with the assessed degree of hazard. The consumer shall install and maintain all approved backflow preventers deemed necessary by the standards established by the city. The backflow preventers shall be installed in accordance with these standards. The consumer, at the consumer’s expense, shall have all approved backflow preventers installed and tested in accordance with this chapter.

B. Premises isolation is required for the following:

1. Severe and High Health Cross-Connection Hazard Premises listed in Washington Administrative Code 246-290-490(4)(b), Table 9; and

2. New non-residential buildings or substantial alteration of non-residential buildings; and
3. New single-family dwellings or substantial alteration of a single-family dwelling with access to an unapproved auxiliary water supply.

15.14.060 Certification Response and Enforcement.

A. Certification Response Required. The city will periodically send a certification to identify consumers with property features which may require approved backflow preventers. Consumers shall respond to the certification within thirty (30) days.

B. Enforcement. In the event the consumer has failed to respond to the certification within the specified time period, the consumer shall be subject to the following penalties:

1. First violation: Written notice shall be sent to the consumer or alternatively, a copy of such written notice shall be posted on the premises involved. The notice shall provide that the certification shall be returned within thirty (30) days of the date the notice is mailed or posted on the premises.
2. Second violation: If the consumer does not correct the violation by returning the certification within thirty (30) days of the written notice, the consumer shall receive a \$50.00 penalty.
3. Third and subsequent violations: If the consumer does not correct the violation by returning the certification within thirty (30) days of the issuance of the first penalty, the consumer will receive a \$50.00 penalty.

15.14.070 Inspections and Testing Procedures of Approved Backflow Preventers

A. Approved backflow preventers shall be inspected and tested within thirty (30) days:

1. Of the time of initial installation;
2. After the approved backflow preventer is repaired;
3. After the approved backflow preventer is moved, relocated, or reinstated; and
4. After the approved backflow preventer fails testing or inspection.

B. Approved backflow preventers shall also be inspected:

1. Annually after initial installation; and
2. More often if tests indicate repeated failures.

C. Approved backflow preventers failing a test shall be repaired and retested until the tests pass.

D. The city will send a courtesy reminder letter to the consumer regarding the required annual test of the backflow preventers. Failure of the city to provide the reminder shall not affect the consumer's duty to obtain testing under this section. The consumer shall have such test performed by any person certified as a BAT (backflow assembly tester) by the Washington State Department of Health, and the results shall be delivered to the city on a form prescribed by the city.

E. If such test is not performed within the time required in section A or B, the city may initiate proceedings for termination of water service and impose monetary penalties as set forth in 15.14.080(B).

~~A. The city manager, or his designee, upon presenting identification, shall be allowed access to all portions of the premises, including buildings and structures, to which water is supplied, at reasonable hours of the day and for the sole purpose of inspecting and determining whether or not there has been compliance with the provisions of this chapter.~~

~~B. Water service may be refused or discontinued to any premises for failure to allow necessary access and inspections.~~

15.14.080 Enforcement Violation—Penalty

A. The city shall have the authority to terminate water service, take abatement action and impose monetary penalties for violations of the inspection, testing and installation requirements in this chapter.

B. Water Service Termination and Monetary Penalties. In the event that the Water Purveyor or his/her designee, determines that an unlawful cross-connection exists, and/or that the consumer has failed to meet the inspection and testing requirements for backflow preventers, the consumer shall be subject to the following penalties:

1. First violation: Written notice shall be sent to the consumer or alternatively, a copy of such written notice shall be posted on the premises involved. The notice shall provide that the unlawful cross-connection shall be corrected within thirty (30) days of the date the notice is mailed or posted on the premises.

2. Second violation: If the consumer does not correct the violation by testing or installation within thirty (30) days of the written notice, the consumer shall receive a \$100.00 penalty and notice that water service to the premises may be terminated after 30 days.

3. Third violation: If the consumer does not correct the violation by testing or installation within thirty (30) days of the issuance of the first penalty, the consumer will receive an additional \$150.00 penalty and water service to the premises may be shut off immediately.

4. If the Water Purveyor determines that service should not be interrupted, the city may hire a contractor to abate the unlawful cross-connection as set forth in 15.14.090.

~~Violation of, or failure to comply with any of the provisions of this chapter shall be a gross misdemeanor, and any person found guilty thereof shall be punished by a fine not exceeding \$500, or imprisonment not exceeding six months, or both such fine and imprisonment. It shall be a separate offense for each and every day, or portion thereof, during which any violation of the provisions of this chapter is committed, continued or permitted.~~

15.14.060090 Abatement of Unlawful Cross-Connection and Installation of Approved Backflow Preventers Devices—Procedures

Unprotected cross connections which are declared by this chapter to be unlawful, whether presently existing or hereinafter installed, and/or services requiring approved backflow

preventers, prevention devices, and/or unlawful use of a private water supply system, are hereby declared to be public nuisances. In addition to any other provisions of the municipal code or ordinances of the city pertaining to abatement of public nuisances, these nuisances shall be subject to abatement in accordance with the following procedures:

A. In the event that the ~~Water Purveyor~~ city manager or his/her designee, determines an unlawful cross-connection that a nuisance as hereinafter provided exists, written notice shall be sent to the consumer as specified in 15.14.080(B). ~~in whose name the water service is established under the records of the city's public services department or alternatively, a copy of such written notice shall be posted on the premises involved.~~ The notice shall provide that the unlawful cross-connection nuisance described therein shall be corrected within thirty (30) days of the date the notice is mailed or posted on the premises.

B. In the event such unlawful cross-connection ~~the nuisance~~ is not abated within the prescribed period of time, water service to the premises may be shut off immediately or, if the Water Purveyor determines that service should not be interrupted, the city may hire a contractor to abate the unlawful cross-connection as required by the city, including the installation of a backflow preventers discontinued. In such event, the city shall bill the consumer and/or property owner for all costs incurred. The city shall provide written notice to the consumer and/or property owner after 10 days in default; subsequent to the 10 days the city shall have the right to lien the real property.

D. Any new service with unlawful cross-connections shall be refused water service by the City until such time as the prospective consumer has installed a backflow preventers as required by the city. ~~In the event that the nuisance, in the opinion of the city manager or his designee, presents an immediate danger of contamination to the public water supply service from the city water supply system to the premises may be terminated immediately without prior notice, provided notice will be posted on the premises in the manner heretofore provided at the time the service is terminated.~~

15.14.100 Appeal procedure.

A. A consumer may appeal the termination of water service and/or the assessment of a fine to the Water Purveyor by filing a written request for consideration within 10 days of receipt of notice of a fine or termination of water service.

B. The Water Purveyor shall consider the explanation provided by the consumer and shall make his/her decision on the basis of the explanation and steps taken to comply with installation of backflow preventers and/or to comply with the required inspection and testing of backflow preventers. The Water Purveyor shall affirm, reverse or modify the assessment of fine and shall affirm or reverse the termination of water service.

C. A consumer may appeal the Water Purveyor's decision by filing a written notice of appeal to the city clerk within 14 days of the Water Purveyor's decision. The city's hearing examiner shall hear the appeal. The decision of the hearing examiner is final as to administrative remedies with the city.

Section 2. **Severability.** If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality 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 within 30 days after passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the ____ day of _____ 2015 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Bruce Bassett, Mayor

ATTEST:

Approved as to Form:

Allison Spietz, City Clerk

Christina Schuck, Acting City Attorney

Date of Publication: _____



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

**AB 5080
June 1, 2015
Regular Business**

2014 YEAR-END SURPLUS DISPOSITION	Proposed Council Action: Provide direction to staff.
--	--

DEPARTMENT OF	Finance (Chip Corder)
COUNCIL LIAISON	n/a
EXHIBITS	n/a
APPROVED BY CITY MANAGER	

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

SUMMARY

The year-end surplus is typically generated in the following funds by:

- **General Fund:** Excess revenues (relative to budget) and expenditure savings (relative to budget).
- **Street Fund:** Excess real estate excise tax (REET) revenue (relative to budget).
- **Capital Improvement Fund:** Excess real estate excise tax (REET) revenue (relative to budget).

The disposition of the year-end surplus gives the Council an opportunity to address one-time operating, capital, and reserve funding needs outside of the biennial budget process. The 2014 year-end surplus calculation and staff's recommended uses are summarized by fund below.

General Fund

Budgeted beginning fund balance (2014)	\$953,624
Plus 2014 actual revenues	+ 25,814,626
Less 2014 actual expenditures	- 25,508,718
Total surplus before deductions	\$1,259,532
Less property tax and investment interest dedicated to LEOFF I retiree long-term care reserve	- 29,538
Less DSG technology surcharge (net of related expenditures) dedicated to DSG technology reserve	- 6,453
Less budgeted beginning fund balance (2015-2016)	- 440,675
Less 2014 expenditure carryovers to 2015 budget	- 67,098
Total available surplus	\$715,768

Staff recommends funding the following one-time and ongoing needs:

Recommendation	Amount	Note
Transportation Planner/Engineer (10/1/15 – 12/31/16)	\$160,000	The Transportation Manager position was cut during the 2011-2012 budget process due to the Great Recession. The duties were mostly absorbed by the City Engineer, Assistant City Engineer, Street Engineer, and Right-of-Way Manager. However, this decentralized arrangement is no longer sustainable given the high level of development activity on the Island and the growing demand for transportation planning, traffic analysis, and neighborhood traffic improvements. This position is included in the currently adopted 2015-2020 CIP and 2015-2020 TIP beginning in 2017. Staff needed this position beginning in 2015, but it had to be pushed out to 2017 in order to balance the Street Fund in 2015-2016.
2016 projected deficit in YFS Fund plus working capital	120,184	This assumes the Council dedicates \$48,370 in banked capacity to the YFS Fund and increases the General Fund support of the YFS Fund by \$1,630 beginning in 2015, which together would reduce the projected deficit in 2016 (\$191,756) by \$100,000 (\$48,370 in 2015 + \$1,630 in 2015 + \$48,370 in 2016 + \$1,630 in 2016). The \$120,184 funding need also includes: 1) \$8,428 for the greater than projected decrease in the 2014 year-end fund balance; and 2) \$20,000 for working capital.
Miscellaneous professional services (balance of 2014 General Fund surplus)	96,684	This includes more Town Center work (beyond the \$51,610 approved on 3/16/15), impact fee analysis (phase 2), and outside legal counsel.
Increase in compensated absences liability for employee vacation and comp time (12/31/14)	66,683	Governmental accounting does not allow employee vacation and comp time to be accrued as it is earned; however, it requires that the compensated absences liability be recognized in the annual financial statements. In the General Fund, this liability totals \$1,159,118 as of 12/31/14. The amount currently reserved for this purpose is \$1,092,435. The unfunded balance is \$66,683.
Town Center public engagement	51,610	This was approved by Council on 3/16/15 (AB 5052).
Restore Open Space Vegetation Management project cuts (2015-2016)	50,000	Expenditure cuts of \$25,000 per year were made to help balance the 2015-2016 Capital Improvement Fund budget.
Public parking & moratorium legal counsel	50,000	These costs are not currently budgeted.
Increase Contingency Fund balance to 2014 target level	40,291	Per the Contingency Fund budget policy, the target balance is 10% of General Fund budgeted expenditures. The primary funding source is investment interest. Because annual returns are below 2% per year, staff must rely on General Fund surplus from the prior year to make up the difference. A one year lag is in place until investment returns exceed 2% per year.
Public records support (7/1/15 – 12/31/15)	30,000	This would provide one-time funding to hire a 0.5 FTE for the second half of 2015. Beginning in 2016, a portion of the ongoing funding currently dedicated for soil remediation work (and miscellaneous professional services, if necessary) would be re-directed to permanently fund this position.
Legal settlement with New Cingular Wireless	25,316	This tax refund settlement was negotiated by Ogden Murphy Wallace on behalf of many Washington cities.
Impact fee analysis (phase 1)	20,000	Council directed staff to conduct this work on 3/16/15 (AB 5049).
Replenish Self-Insurance Fund (vehicle accident deductible)	5,000	The City has a \$5,000 insurance deductible for City vehicle accidents. An accident occurred in 2014, resulting in the Self-Insurance Fund paying \$5,000 of the repair cost.
Total	\$715,768	

Three funding needs that are not addressed above include the following:

- \$150,000 for I-90 loss of mobility and bus intercept analysis/negotiations.
- \$100,000 for MICEC technology & equipment sinking fund, IF the Council does not dedicate \$40,000 in banked capacity for this purpose.
- \$98,967 for soil remediation reimbursement (Honeywell property) to the Equipment Rental Fund through 12/31/14. The ongoing cost of the soil monitoring work, which is budgeted at \$80,000 per year in 2015-2016, is expected to drop significantly in 2015-2016.

Given the importance of the I-90 loss of mobility and bus intercept analysis/negotiation work, the Finance Director recommends appropriating \$150,000 from the Contingency Fund, which would be replenished by the 2015 General Fund surplus disposition in June 2016.

The remaining two funding needs could be addressed with the 2015 General Fund surplus in June 2016.

Following Council direction on the disposition of the 2014 General Fund surplus, the Finance Director will include the appropriate budget adjustments with the Second Quarter 2015 Financial Status Report, which is scheduled for the September 8, 2015 Council meeting.

Street Fund

2014 actual REET	\$1,634,363
Less 2014 budgeted REET	- 1,262,000
REET surplus	\$372,363

Most of this surplus was already factored into the 2015-2016 Adopted Budget. Of the remainder, all but \$48,567 was used to balance the proposed 2016-2021 Transportation Improvement Program (TIP), which was presented to the Council on May 18, 2015. Staff recommends using the \$48,567 balance to fully fund the SE 40th Street Overlay project, for which the winning construction bid came in above the engineer's estimate. Agenda bill 5079, which awards construction of this project to the low bidder and requests \$48,567 in additional funding, will be considered by the Council at its June 1, 2015 meeting prior to agenda bill 5080.

Capital Improvement Fund

2014 actual REET	\$1,634,363
Less 2014 budgeted REET	- 1,262,000
REET surplus	\$372,363

Most of this surplus was already factored into the 2015-2016 Adopted Budget. The remainder is needed to bridge the projected fund deficit in 2017, which was noted in the CIP section of the 2015-2016 Adopted Budget. As a result, staff recommends retaining the 2014 REET surplus in the Capital Improvement Fund.

RECOMMENDATION

Finance Director

Provide direction to staff regarding the disposition of the 2014 year-end surplus.



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.

JUNE 1 – 6:15 PM

Item Type	Topic/Presenter	Time
<i>Executive Session</i> (6:15-7:00 pm)	To discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i)	45
<i>Consent Calendar</i>	SE 40th Street Overlay Bid Award – C. Morris	--
<i>Consent Calendar</i>	PSERN Memorandum of Agreement – S. Heitman	--
<i>Consent Calendar</i>	Open Space Conservancy Trust Board 2014 Annual Report and 2015 Work Plan – P. West	--
<i>Regular Business</i>	Appointment to Fill City Council Vacancy – C. Schuck	15
<i>Regular Business</i>	Town Center Visioning Update – S. Greenberg	60
<i>Regular Business</i>	2014 General Fund & REET Surplus Disposition – C. Corder	30
<i>Regular Business</i>	Cross-Connection Control Program Code Update (2nd Reading) – F. Lake & C. Schuck	30
<i>Regular Business</i>	Resolution Delaying Comprehensive Plan Update—S. Restall	15

JUNE 15

Item Type	Topic/Presenter	Time
<i>Consent Calendar</i>	2015 Residential Street Overlays Bid Award – C. Morris	--
<i>Special Business</i>	Sister City Resolution	10
<i>Regular Business</i>	Adoption of the 2016-2021 Transportation Improvement Program – P. Yamashita	30
<i>Regular Business</i>	Acquisition & Lease Purchase Financing of a Midi Pumper Fire Truck – C. Corder	30
<i>Regular Business</i>	Public Hearing on Town Center Moratorium	120

JUNE 27 (SATURDAY)

	2015 Mini-Planning Session	
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JULY 6

Item Type	Topic/Presenter	Time
<i>Study Session</i>	Wireless Small Cell Site Information Session – S. Restall	60
<i>Regular Business</i>	2014 Mercer Island Dashboard Report – C. Corder	45
<i>Regular Business</i>	R8A and Eastlink Update – N. Treat	45
<i>Regular Business</i>	Zoning Text Amendment Regarding Large Signage in the Town Center (1 st Reading) – S. Restall	45
<i>Regular Business</i>	Electrical Code Adoption (1st Reading) – D. Cole	30

JULY 20		
Item Type	Topic/Presenter	Time
<i>Regular Business</i>	Zoning Text Amendment Regarding Large Signage in the Town Center (2 nd Reading) – S. Restall	30

AUGUST 3		
Item Type	Topic/Presenter	Time
<i>Consent Calendar</i>	Interlocal with MISD for School-based Mental Health Counselors – C. Goodwin	--
<i>Regular Business</i>	Electrical Code Adoption (2nd Reading & Adoption) – D. Cole	15

AUGUST 17		
Item Type	Topic/Presenter	Time
	<i>Potentially Canceled</i>	

SEPTEMBER 8 (TUESDAY)		
Item Type	Topic/Presenter	Time
<i>6:00-7:00pm MITBD Board Mtg</i>	Mercer Island Transportation Benefit District Board Special Meeting – C. Corder	60
<i>Regular Business</i>	2 nd Quarter 2015 Financial Status Report & 2015-2016 Budget Adjustments – C. Corder	30

SEPTEMBER 21 – 6:00 PM		
Item Type	Topic/Presenter	Time
<i>Regular Business</i>	6-year Sustainability Plan Placeholder – R Freeman	45

OCTOBER 5		
Item Type	Topic/Presenter	Time
<i>Study Session</i>	Reserves 101 – C. Corder	45

OCTOBER 19		
Item Type	Topic/Presenter	Time
<i>Study Session</i>	Communities That Care & Emergency Management Updates	60

NOVEMBER 2		
Item Type	Topic/Presenter	Time

NOVEMBER 16		
Item Type	Topic/Presenter	Time
<i>Regular Business</i>	Mid-biennial budget review (3 rd Quarter 2015 Financial Status Report, 2015-2016 budget adjustments, 2016 utility rates, and 2016 property tax levy) – C. Corder	45

DECEMBER 7		
Item Type	Topic/Presenter	Time

DECEMBER 21		
Item Type	Topic/Presenter	Time
	<i>Potentially Canceled</i>	

OTHER ITEMS TO BE SCHEDULED:

- Sister City Presentation – K. Taylor
- WRIA 8 Presentation – B. Bassett
- Comcast Franchise – K. Sand
- PSE Electric Franchise – K. Sand
- Zoning Code Amendment by the Planning Commission for Definition of ‘Tract’ – S. Greenberg
- Clarke Beach Conversion Property – P. West/ J. Kintner
- Planning Commission Work Program – S. Greenberg
- Pioneer Park Off Leash Dog Policy – J. Kintner
- Interlocal Agreement for City of Kirkland Jail – L. Burns
- 2015 Comprehensive Plan Update – S. Greenberg
- Town Center Development and Design Guidelines—S. Greenberg

COUNCILMEMBER ABSENCES:

- Grausz: August 3
- Wong: August 17



Memorandum

Mayor Bruce Bassett

TO: Councilmembers Debbie Bertlin, Jane Brahm, Mike Cero, Benson Wong, and Deputy Mayor Dan Grausz

FROM: Mayor Bruce Bassett

DATE: May 27, 2015

RE: 2015 Boards and Commissions Appointments

Attached are the 2015 appointments to the City's Boards and Commissions, submitted to you for confirmation. These appointments fill most of the vacancies and terms expiring.

The good news is we continue to have a large pool of interested and talented citizens anxious to serve our community. The bad news is we cannot appoint everyone. Accordingly, some will be disappointed. However, we should urge all to reapply in the future, as we need a steady flow of new talent each year.

While our goal was to fill every position, there are two positions that will remain vacant as we do further recruitment.

I recommend this strong group of talented and diverse citizens to you for confirmation.

Copies of the applications are on file in the City Clerk's Office.

2015 Boards and Commissions Appointments

BOARD OR COMMISSION	POS	CURRENT MEMBER	MAYOR APPOINTMENT	NEW TERM
Arts Council	1	Anna Gordon	Allie Roodman	2019
	2	Suzanne Zahniser	Suzanne Zahniser	2019
Design Commission	1	Susanne Foster	Susanne Foster	2019
	2	Hui Tian	Amie Fahey	2019
Planning Commission	1	Steve Marshall	Tiffin Goodman	2019
	2	Bryan Cairns	Bryan Cairns	2019
Utility Board	1	Benjamin Levie	William Pokorny	2016
Youth & Family Services Advisory Board (Adult)	1	Doris Cassan	Doris Cassan	2018
	2	Lora Ford	VACANT	2018
	3	Carrie Wernick Newman	VACANT	2018
	4	Susan Lund	Susan Lund	2018
Youth & Family Services Advisory Board (Youth)		Ben Elliott (2015)	Richard Chess (2016)	2017
		Madison Nimmo (2015)	Ethan Chen (2017)	2017
		Kisho Fukuoka (2015)	Penny Kierstead (2017)	2017
		Danielle Katsman (2015)	Christopher Elliott (2019)	2017
		Roberto White (2017)	Roberto White (2017)	2017
	Sayuj Narayan (2017)	Alex White (2019)	2017	