



CITY OF MERCER ISLAND CITY COUNCIL MEETING AGENDA

Monday
February 1, 2016
6:00 PM

Mayor Bruce Bassett
Deputy Mayor Debbie Bertlin
Councilmembers Dan Grausz, Jeff Sanderson,
Wendy Weiker, David Wisenteiner
and Benson Wong
Contact: 206.275.7793, council@mercergov.org
www.mercergov.org/council

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

"Appearances" is the time set aside for members of the public to speak to the City Council about any issues of concern. If you wish to speak, please consider the following points:
(1) speak audibly into the podium microphone, (2) state your name and address for the record, and (3) limit your comments to three minutes.
Please note: the Council does not usually respond to comments during the meeting.

REGULAR MEETING

CALL TO ORDER & ROLL CALL, 6:00 PM

EXECUTIVE SESSION, 6:00-7:00 PM

Potential or pending litigation pursuant to RCW 42.30.110(1)(i)

AGENDA APPROVAL, 7:00 PM

APPEARANCES

CONSENT CALENDAR

Payables: \$344,615.44 (01/14/16) & \$1,471,281.43 (01/21/16)

Payroll: \$812,389.48 (01/08/16) & \$798,007.01 (01/22/16)

Minutes: Regular Meeting Minutes of January 4, 2016, Regular Meeting Minutes of January 19, 2016

AB 5152 Police & Police Support 2016-2017 Collective Bargaining Agreements

AB 5153 I-90 Loss of Mobility Negotiation Funding

REGULAR BUSINESS

AB 5154 Advisory Vote on the Mercer Island Center for the Arts ("MICA") Use of the Recycling Center Site at Mercerdale Park Before Further Council Action

OTHER BUSINESS

Councilmember Absences

Planning Schedule

Board Appointments

Councilmember Reports

EXECUTIVE SESSION

Potential or pending litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT

CERTIFICATION OF CLAIMS

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

Charles L. Corder

Finance Director

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

Mayor

Date

| <u>Report</u> | <u>Warrants</u> | <u>Date</u> | <u>Amount</u> |
|----------------|-----------------|-------------|----------------------|
| Check Register | 179412-179546 | 01/14/16 | \$ 344,615.44 |
| | | | \$ 344,615.44 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|---|--------|------------------|--------------|--------------|
| 00179412 | 01/07/2016 | GARRETT, BRET REPAY FAILED DIRECT DEPOSIT | | OH005853 | 01/07/2016 | 211.54 |
| 00179413 | 01/14/2016 | A HIGHER PLANE REFINISH DANCE ROOM & GYM FLOO | P89399 | OH005904 | 12/22/2015 | 2,496.60 |
| 00179414 | 01/14/2016 | ABBOTT, RICHARD LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179415 | 01/14/2016 | ADAMS, RONALD E LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179416 | 01/14/2016 | AM TEST INC WATER SAMPLE | P88619 | 89104 | 10/28/2015 | 60.00 |
| 00179417 | 01/14/2016 | APPLIED ECOLOGY LLC 2015-2016 Open Space Vegetatio | P87160 | 220 | 11/24/2015 | 3,291.75 |
| 00179418 | 01/14/2016 | AT&T MOBILITY SEWER WIRELESS DATA | P89356 | 7404045X01022016 | 12/24/2015 | 31.86 |
| 00179419 | 01/14/2016 | AUGUSTSON, THOR LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179420 | 01/14/2016 | BARKER, KATHY Calligraphy for Citizen of the | P89212 | OH005905 | 12/23/2015 | 62.50 |
| 00179421 | 01/14/2016 | BARNES, WILLIAM LEOFF1 Medicare | | FEB2016A | 01/13/2016 | 1,739.90 |
| 00179422 | 01/14/2016 | BECKER, RON LEOFF1 Medicare | | FEB2016A | 01/13/2016 | 802.13 |
| 00179423 | 01/14/2016 | BERK CONSULTING GROWTH-RELATED PARK FEES | P88853 | 100321115/15F | 12/17/2015 | 3,356.25 |
| 00179424 | 01/14/2016 | BODMER, TAMMY M SUPPLIES HYI COMM FORUM | | OH005867 | 12/03/2015 | 55.62 |
| 00179425 | 01/14/2016 | BOOTH, GLENDON D LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179426 | 01/14/2016 | BUILDERS HARDWARE & SUPPLY CO. GYM EXIT DOOR WEATHER STRIP | P89360 | S3445600001 | 11/10/2015 | 46.37 |
| 00179427 | 01/14/2016 | BYU MANAGEMENT SOCIETY Contract 20760 completed, depo | P89326 | 20760 | 01/06/2016 | 23.75 |
| 00179428 | 01/14/2016 | CALLAGHAN, MICHAEL LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179429 | 01/14/2016 | CAMDEN GARDENS Aljoya & Aubrey Davis Park Sha | P85083 | 55396 | 11/01/2015 | 410.63 |
| 00179430 | 01/14/2016 | CASNE ENGINEERING INC PHASE 3 TELEMETRY DESIGN | P78895 | 26887 | 11/04/2015 | 1,130.05 |
| 00179431 | 01/14/2016 | CDW GOVERNMENT INC Adobe Acrobat Pro DC 2015 - up | P89221 | BPJ5582 | 12/29/2015 | 369.85 |
| 00179432 | 01/14/2016 | CENTURYLINK PHONE USE DEC 2015 | | OH005889 | 01/01/2016 | 1,283.62 |
| 00179433 | 01/14/2016 | CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS | | JAN82016C | 01/08/2016 | 1,331.00 |
| 00179434 | 01/14/2016 | CHEMAQUA WATER TREATMENT PROGRAM | P89266 | 2153326 | 12/16/2015 | 805.65 |
| 00179435 | 01/14/2016 | COOPER, ROBERT LEOFF1 RET MEDI REIMB | | FEB2016A | 01/13/2016 | 1,904.64 |
| 00179436 | 01/14/2016 | CORK, TAMBIA RETREAT SUPPLIES | | OH005890 | 01/11/2016 | 115.02 |
| 00179437 | 01/14/2016 | CREATIVE LEARNING CENTER Preschool scholarships for EA | P89363 | 6207/08/6287/88 | 01/01/2016 | 717.50 |

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|----------|------------|---|--------|----------------|--------------|--------------|
| 00179438 | 01/14/2016 | CRYSTAL AND SIERRA SPRINGS Monthly water delivery service | P89391 | 82592180102162 | 01/02/2016 | 389.23 |
| 00179439 | 01/14/2016 | CRYSTAL SPRINGS Coffee supplies for MICEC | P89317 | 13123243122515 | 12/25/2015 | 318.42 |
| 00179440 | 01/14/2016 | DEEDS, EDWARD G LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179441 | 01/14/2016 | DEFTY, YVONNE JOINT COMMISSION MTG SUPPLIES | | OH005894 | 01/11/2015 | 90.25 |
| 00179442 | 01/14/2016 | DEPT OF ENTERPRISES SERVICES STD WINDOW ENVELOPE PRINTING | | 73142966 | 12/28/2015 | 169.65 |
| 00179443 | 01/14/2016 | DEVENY, JAN P LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179444 | 01/14/2016 | DMCJA District & Municipal Court Jud | P89384 | OH005882 | 01/11/2016 | 375.00 |
| 00179445 | 01/14/2016 | DMCMA District & Municipal Court | P89383 | OH005881 | 01/11/2016 | 150.00 |
| 00179446 | 01/14/2016 | DOWD, PAUL LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179447 | 01/14/2016 | DRUSCHBA, JOHN F MILEAGE EXPENSE | | OH005903 | 12/30/2015 | 36.80 |
| 00179448 | 01/14/2016 | ELSOE, RONALD LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179449 | 01/14/2016 | EMMANUEL DAY SCHOOL Preschool scholarship/tuition | P89377 | OH005883 | 01/11/2016 | 239.20 |
| 00179450 | 01/14/2016 | FEHR & PEERS SOUND TRANSIT REVIEW SVCS | P88713 | 104497 | 12/08/2015 | 1,053.40 |
| 00179451 | 01/14/2016 | FORMCENTER Payroll Blank Check Stock | P89427 | IN573912/911 | 12/07/2015 | 201.36 |
| 00179452 | 01/14/2016 | FORSMAN, LOWELL LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179453 | 01/14/2016 | G&K SERVICES MAINT. DEPT. COVERALL/LAUNDRY | P89354 | OH005906 | 12/25/2015 | 677.03 |
| 00179454 | 01/14/2016 | GOLDER ASSOCIATES INC FUEL CLEAN UP | P85591 | 435008 | 12/16/2015 | 1,755.83 |
| 00179455 | 01/14/2016 | GOODMAN, J C LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 159.20 |
| 00179456 | 01/14/2016 | GOODSELL POWER EQUIPMENT CHAINSAW PARTS | P89309 | 690032 | 12/21/2015 | 118.71 |
| 00179457 | 01/14/2016 | GOODYEAR COMMERCIAL TIRE REPLACE WARRANT 177317 | | OH005892 | 01/12/2016 | 996.35 |
| 00179458 | 01/14/2016 | GREER, J SCOTT Pro tem Judge | P89385 | OH005907 | 01/11/2016 | 100.00 |
| 00179459 | 01/14/2016 | HAGSTROM, JAMES LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 146.90 |
| 00179460 | 01/14/2016 | HEALTHFORCE PARTNERS LLC C.KELLEY -HEP B | P89355 | 26640 | 11/10/2015 | 119.00 |
| 00179461 | 01/14/2016 | HONEYWELL, MATTHEW V Professional Services - Invoic | P89320 | 896 | 01/05/2016 | 500.00 |
| 00179462 | 01/14/2016 | INTERCOM LANGUAGE SERVICES INC Interpreting Services | P89379 | 15318 | 12/18/2015 | 400.00 |
| 00179463 | 01/14/2016 | INTERLAKE PSYCHIATRIC ASSOC Clinical consultations (monthl | P89370 | OH005908 | 01/04/2016 | 150.00 |

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| 00179464 | 01/14/2016 | JOHNSON, CURTIS LEOFF1 Medicare | | FEB2016A | 01/13/2016 | 972.71 |
| 00179465 | 01/14/2016 | KAREN REED CONSULTING LLC Town Center Vision & Developme | P89011 | 0565 | 01/05/2016 | 285.00 |
| 00179466 | 01/14/2016 | KC RECORDS RECORDING FEES | P89435 | OH005900 | 01/14/2016 | 761.00 |
| 00179467 | 01/14/2016 | KC RECORDS RECORDING FEES | P89395 | OH005899 | 01/12/2016 | 78.00 |
| 00179468 | 01/14/2016 | KC RECORDS RECORDING FEES | P89434 | OH005897 | 01/14/2016 | 608.00 |
| 00179469 | 01/14/2016 | KC RECORDS RECORDING FEES | P89436 | OH005901 | 01/14/2016 | 761.00 |
| 00179470 | 01/14/2016 | KPG ISLAND CREST WAY CROSSWALK | P88053 | 122215 | 01/05/2016 | 4,693.08 |
| 00179471 | 01/14/2016 | KUHN, DAVID LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179472 | 01/14/2016 | LACY, ALAN P LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179473 | 01/14/2016 | LAKESIDE INDUSTRIES 2015 RESIDENTIAL STREET OVERLA | P87542 | 3NOV2016 | 11/30/2015 | 2,063.38 |
| 00179474 | 01/14/2016 | LANGUAGE LINE SERVICES Language Line Services - Nov | P89382 | 3725630/3744712 | 11/30/2015 | 48.95 |
| 00179475 | 01/14/2016 | LEE, WALLACE LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179476 | 01/14/2016 | LEOPOLD, FREDERIC LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 146.90 |
| 00179477 | 01/14/2016 | LEXISNEXIS Library Subscriptions - Invoic | P89321 | 3090393810 | 12/31/2015 | 235.75 |
| 00179478 | 01/14/2016 | LINESCAPE OF WASHINGTON SPECIAL CATCH BASIN CLEANING | P86498 | S8766/S8765/S873 | 10/16/2015 | 23,888.71 |
| 00179479 | 01/14/2016 | LYONS, STEVEN LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 123.30 |
| 00179480 | 01/14/2016 | MANRIQUEZ, CHERYL R YEARLY PLANNER | | OH005891 | 01/07/2016 | 25.00 |
| 00179481 | 01/14/2016 | MCCOY, STEPHEN W STUDY MATERIALS FOR TRAINING | | OH005880 | 12/28/2015 | 133.59 |
| 00179482 | 01/14/2016 | MEYERS, PAUL GALLERY RECEP ENTERTAINMENT | | OH005856 | 01/11/2016 | 150.00 |
| 00179483 | 01/14/2016 | MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS | | JAN82016C | 01/08/2016 | 137.50 |
| 00179484 | 01/14/2016 | MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O | P89307 | OH005872 | 12/31/2015 | 99.02 |
| 00179485 | 01/14/2016 | MI HARDWARE - P&R Misc supplies for MICEC | P89314 | OH005873 | 12/31/2015 | 9.83 |
| 00179486 | 01/14/2016 | MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O | P89310 | OH005870 | 12/31/2015 | 1.27 |
| 00179487 | 01/14/2016 | MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O | P89308 | OH005871 | 12/31/2015 | 73.83 |
| 00179488 | 01/14/2016 | MI HARDWARE - YFS Operating supplies for Thrift | P89329 | OH005876 | 12/31/2015 | 16.74 |
| 00179489 | 01/14/2016 | MI SCHOOL DISTRICT #400 Preschool scholarships for EA | P89398 | OH005909 | 12/31/2015 | 2,719.26 |

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|----------|------------|---|--------|-----------|--------------|--------------|
| 00179490 | 01/14/2016 | MI UTILITY BILLS PAYMENT OF UTILITY BILLS FOR W | P89359 | OH005874 | 12/31/2015 | 4,136.23 |
| 00179491 | 01/14/2016 | MIRACLE ISLAND PLLC Instruction services for Wushu | P89390 | 15806 | 01/12/2016 | 714.88 |
| 00179492 | 01/14/2016 | MISD FOOD SERVICE 2015 Senior Meals | P86274 | OH005910 | 11/20/2015 | 593.75 |
| 00179493 | 01/14/2016 | MOBERLY AND ROBERTS Professional Services - Prosec | P89323 | 575 | 01/01/2016 | 6,000.00 |
| 00179494 | 01/14/2016 | MOUNTAINS TO SOUND 2015 Allocation of Funds Servi | P89387 | 28 | 12/23/2015 | 10,000.00 |
| 00179495 | 01/14/2016 | MYERS, JAMES S LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179496 | 01/14/2016 | NRPA Ryan Daly CPRP Renewal 2016-20 | P89388 | 155446 | 01/12/2016 | 60.00 |
| 00179497 | 01/14/2016 | OVERLAKE OIL 800 GAL UNLEADED DELIVERY | P89316 | 0175300IN | 12/14/2015 | 6,700.02 |
| 00179498 | 01/14/2016 | PACIFIC RIM EQUIPMENT RENTAL EXCAVATOR RENTAL FUEL CHARGE | P89311 | 13126A | 12/23/2015 | 69.95 |
| 00179499 | 01/14/2016 | PEBBLE @ MIPC, THE Preschool scholarships for EA | P89365 | OH005887 | 01/10/2016 | 900.00 |
| 00179500 | 01/14/2016 | PNWS-AWWA 2016 WOMEN IN LEADERSHIP SYMPO | P89341 | OH005895 | 01/07/2016 | 250.00 |
| 00179501 | 01/14/2016 | POPE, ALAN Registration error for pickleb | P89325 | OH005886 | 01/06/2016 | 52.50 |
| 00179502 | 01/14/2016 | PRAXAIR DISTRIBUTION INC MONTHLY ACETYLENE & OXYGEN CYL | P89389 | 54575889 | 12/31/2015 | 48.89 |
| 00179503 | 01/14/2016 | PROVOST, ALAN LEOFF1 Excess Benefit | | FEB2016A | 01/13/2016 | 1,426.07 |
| 00179504 | 01/14/2016 | PUBLIC SAFETY SUPPORT SERVICES Zone One Coordinator Services | P87834 | MIFY1406 | 01/07/2016 | 8,333.33 |
| 00179505 | 01/14/2016 | PUGET SOUND ENERGY Utility Assistance for Emergen | P89289 | OH005857 | 01/07/2016 | 241.13 |
| 00179506 | 01/14/2016 | PUGET SOUND ENERGY ENERGY USE DEC 2015 | | OH005879 | 01/04/2016 | 3,031.32 |
| 00179507 | 01/14/2016 | PULTS, STEPHEN RETREAT SUPPLIES | | OH005902 | 01/12/2016 | 465.11 |
| 00179508 | 01/14/2016 | RAMSAY, JON LEOFF1 Medicare | | FEB2016A | 01/13/2016 | 551.87 |
| 00179509 | 01/14/2016 | RICH LANDSCAPING INC 2015-2016 Open Space Vegetatio | P87270 | 35001 | 01/08/2016 | 17,721.90 |
| 00179510 | 01/14/2016 | ROOT, ROBERT M ASE RECERTIFICATION TESTING | | OH005893 | 01/09/2016 | 147.00 |
| 00179511 | 01/14/2016 | RPD OVERPAYMENT REFUND | | OH005855 | 01/07/2016 | 211.20 |
| 00179512 | 01/14/2016 | S & S TIRE Tires/8611 | P89344 | 159180 | 12/29/2015 | 1,929.39 |
| 00179513 | 01/14/2016 | SCHOENTRUP, WILLIAM LEOFF1 Medicare | | FEB2016A | 01/13/2016 | 916.66 |
| 00179514 | 01/14/2016 | SEATTLE BOAT COMPANY SEPT MARINE PATROL FUEL | P89143 | OH005877 | 12/01/2015 | 2,470.28 |
| 00179515 | 01/14/2016 | SEGLE, KRYSS WELLNESS GAMES AWARDS | | OH005866 | 12/10/2015 | 1,151.37 |

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|----------|------------|--|--------|----------------|--------------|--------------|
| 00179516 | 01/14/2016 | SHOREWOOD HEIGHTS Rental assistance for Emergenc | P89375 | OH005888 | 01/11/2016 | 511.94 |
| 00179517 | 01/14/2016 | SMITH, RICHARD LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179518 | 01/14/2016 | SOUND PUBLISHING INC Advertising contract for Seatt | P89368 | 7654555 | 12/31/2015 | 609.55 |
| 00179519 | 01/14/2016 | SOUND SAFETY PRODUCTS SAFETY BOOTS | P89305 | 150883 | 12/29/2015 | 119.09 |
| 00179520 | 01/14/2016 | THOMPSON, JAMES LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179521 | 01/14/2016 | TOOLEY, NORMAN LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179522 | 01/14/2016 | TROY, BRIAN MILEAGE EXPENSES | | OH005864 | 12/30/2015 | 45.43 |
| 00179523 | 01/14/2016 | UNITED WAY OF KING CO PAYROLL EARLY WARRANTS | | JAN82016C | 01/08/2016 | 340.10 |
| 00179524 | 01/14/2016 | VERIZON WIRELESS DSG PHONE CHARGES 11/24-12/23/ | P89426 | 9757716883 | 12/23/2015 | 337.19 |
| 00179525 | 01/14/2016 | VERIZON WIRELESS MDC Charges/Fire | P89331 | 9757716886 | 12/23/2015 | 924.83 |
| 00179526 | 01/14/2016 | WA DEFENDER ASSOC Contract 20625 completed, depo | P89328 | 20625 | 01/06/2016 | 59.00 |
| 00179527 | 01/14/2016 | WA ST DEPT OF AGRICULTURE Pesticide license renewal fees | P89313 | OH005858 | 01/06/2016 | 198.00 |
| 00179528 | 01/14/2016 | WA ST TREASURER'S OFFICE Remit DEC15 MI Court Transmitt | P89349 | OH005860 | 12/31/2015 | 20,651.70 |
| 00179529 | 01/14/2016 | WA ST TREASURER'S OFFICE Remit DEC15 NC Court Transmitt | P89350 | OH005861 | 12/31/2015 | 2,649.20 |
| 00179530 | 01/14/2016 | WA ST TREASURER'S OFFICE Remit DEC15 MI Court Transmitt | P89348 | OH005878 | 12/31/2015 | 306.90 |
| 00179531 | 01/14/2016 | WABO BOOKSTORE, THE PAUL SKIDMORE ANNUAL DUES | P89393 | WAB02016 | 12/01/2015 | 140.00 |
| 00179532 | 01/14/2016 | WALLACE, THOMAS LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179533 | 01/14/2016 | WASHINGTON STATE PATROL Background Check J. Farr Invoi | P89425 | I16004007 | 01/05/2016 | 12.00 |
| 00179534 | 01/14/2016 | WAVE ELECTRICAL LLC Electrical work for MICEC from | P89319 | 15178 | 12/31/2015 | 2,281.98 |
| 00179535 | 01/14/2016 | WEATHERNET LLC 201 MONTHLY WEATHER ALERT JAN- | P88624 | 201413646/2016 | 10/21/2015 | 468.00 |
| 00179536 | 01/14/2016 | WEGNER, KEN LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179537 | 01/14/2016 | WETHERHOLT AND ASSOCIATES INC FS 92 ROOF INSPECTION SERVICE | P83972 | 42689 | 12/30/2015 | 185.00 |
| 00179538 | 01/14/2016 | WHEELER, DENNIS LEOFF1 Medicare | | FEB2016B | 01/13/2016 | 104.90 |
| 00179539 | 01/14/2016 | WMCA AS 2016 WMCA Conference | P89358 | 01437 | 01/11/2016 | 725.00 |
| 00179540 | 01/14/2016 | WRPA 2016 Membership Fees for Parks | P89394 | OH005896 | 01/06/2016 | 1,605.00 |
| 00179541 | 01/14/2016 | WSAFM 2016 FM Dues | P89345 | OH005859 | 01/08/2016 | 180.00 |

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| 00179542 | 01/14/2016 | X5 SOLUTIONS INC MONTHLY LONG DISTANCE JAN-DEC | P89271 | OH005862 | 12/31/2015 | 192.62 |
| 00179543 | 01/14/2016 | XEROX CORPORATION Copier Charges - Nov | P89337 | 082871202/139902 | 12/19/2015 | 950.78 |
| 00179544 | 01/14/2016 | YEAR UP PUGET SND ALUMNI ASSOC Contract 20915 completed, depo | P89327 | 20915 | 01/06/2016 | 50.00 |
| 00179545 | 01/14/2016 | NORCOM 911 FIRE DISPATCH 2016 | P89284 | 0000264 | 01/01/2016 | 174,362.50 |
| 00179546 | 01/14/2016 | WILLING, ROBERT REPLACE WARRANT 179410 | | OH005868 | 11/07/2016 | 64.40 |
| | | | | | Total | <u>344,615.44</u> |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: 001000 - General Fund-Admin Key</i> | | | | |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 8,413.57 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 4,716.23 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 3,652.73 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 1,451.14 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 1,289.25 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 726.05 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 641.92 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 432.27 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 426.69 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 426.67 |
| P89348 | 00179530 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 306.90 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 279.97 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 269.05 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 127.54 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 89.26 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 64.94 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 63.47 |
| P89328 | 00179526 | WA DEFENDER ASSOC | Contract 20625 completed, depo | 59.00 |
| P89325 | 00179501 | POPE, ALAN | Registration error for pickleb | 52.50 |
| P89327 | 00179544 | YEAR UP PUGET SND ALUMNI ASSOC | Contract 20915 completed, depo | 50.00 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 47.76 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 42.79 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 25.00 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 24.82 |
| P89326 | 00179427 | BYU MANAGEMENT SOCIETY | Contract 20760 completed, depo | 23.75 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 22.22 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 22.22 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 18.14 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 15.76 |
| P89349 | 00179528 | WA ST TREASURER'S OFFICE | Remit DEC15 MI Court Transmitt | 11.43 |
| P89350 | 00179529 | WA ST TREASURER'S OFFICE | Remit DEC15 NC Court Transmitt | 0.01 |
| <i>Org Key: 402000 - Water Fund-Admin Key</i> | | | | |
| | 00179511 | RPD | OVERPAYMENT REFUND | 211.20 |
| <i>Org Key: 814072 - United Way</i> | | | | |
| | 00179523 | UNITED WAY OF KING CO | PAYROLL EARLY WARRANTS | 340.10 |
| <i>Org Key: 814074 - Garnishments</i> | | | | |
| | 00179433 | CHAPTER 13 TRUSTEE | PAYROLL EARLY WARRANTS | 1,331.00 |
| <i>Org Key: 814075 - Mercer Island Emp Association</i> | | | | |
| | 00179483 | MI EMPLOYEES ASSOC | PAYROLL EARLY WARRANTS | 137.50 |
| <i>Org Key: 814099 - Miscellaneous</i> | | | | |
| | 00179412 | GARRETT, BRET | REPAY FAILED DIRECT DEPOSIT | 211.54 |
| <i>Org Key: CA1100 - Administration (CA)</i> | | | | |
| P89321 | 00179477 | LEXISNEXIS | Library Subscriptions - Invoic | 235.75 |
| <i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i> | | | | |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|--------------------------------|---------------------------------|--------------|
| P89323 | 00179493 | MOBERLY AND ROBERTS | Professional Services - Prosec | 6,000.00 |
| P89320 | 00179461 | HONEYWELL, MATTHEW V | Professional Services - Invoice | 500.00 |
| <i>Org Key: CM11SP - Special Projects-City Mgr</i> | | | | |
| P87284 | 00179450 | FEHR & PEERS | SOUND TRANSIT REVIEW SVCS | 920.40 |
| <i>Org Key: CM1200 - City Clerk</i> | | | | |
| P89358 | 00179539 | WMCA | KR 2016 WMCA Master Academy & | 425.00 |
| P89358 | 00179539 | WMCA | AS 2016 WMCA Conference | 300.00 |
| <i>Org Key: CO6100 - City Council</i> | | | | |
| P89212 | 00179420 | BARKER, KATHY | Calligraphy for Citizen of the | 62.50 |
| <i>Org Key: CR1100 - CORe Admin and Human Resources</i> | | | | |
| | 00179515 | SEGLE, KRYSS | BENEFITS FAIR SUPPLIES | 791.37 |
| | 00179515 | SEGLE, KRYSS | WELLNESS GAMES AWARDS | 360.00 |
| P89427 | 00179451 | FORMCENTER | Payroll Blank Check Stock | 161.36 |
| P89426 | 00179524 | VERIZON WIRELESS | January 2016 VZ Billing / K. | 40.01 |
| P89427 | 00179451 | FORMCENTER | Payroll Check Envelopes | 40.00 |
| <i>Org Key: CT1100 - Municipal Court</i> | | | | |
| P89384 | 00179444 | DMCJA | District & Municipal Court Jud | 375.00 |
| P89380 | 00179462 | INTERCOM LANGUAGE SERVICES INC | Interpreting Services | 200.00 |
| P89379 | 00179462 | INTERCOM LANGUAGE SERVICES INC | Interpreting Services | 200.00 |
| P89378 | 00179543 | XEROX CORPORATION | Copier Charges - Nov | 158.08 |
| P89383 | 00179445 | DMCMA | District & Municipal Court | 150.00 |
| P89378 | 00179543 | XEROX CORPORATION | Copier Charges - Dec | 140.31 |
| P89385 | 00179458 | GREER, J SCOTT | Pro tem Judge | 100.00 |
| P89382 | 00179474 | LANGUAGE LINE SERVICES | Language Line Services - Nov | 29.31 |
| P89382 | 00179474 | LANGUAGE LINE SERVICES | Language Line Services - Dec | 19.64 |
| <i>Org Key: DS1100 - Administration (DS)</i> | | | | |
| P89435 | 00179466 | KC RECORDS | RECORDING FEES | 761.00 |
| P89436 | 00179469 | KC RECORDS | RECORDING FEES | 761.00 |
| P89434 | 00179468 | KC RECORDS | RECORDING FEES | 608.00 |
| P89339 | 00179524 | VERIZON WIRELESS | DSG PHONE CHARGES 11/24-12/23/ | 297.18 |
| <i>Org Key: DS1200 - Bldg Plan Review & Inspection</i> | | | | |
| P89221 | 00179431 | CDW GOVERNMENT INC | Adobe Acrobat Pro DC 2015 - up | 369.85 |
| P89393 | 00179531 | WABO BOOKSTORE, THE | PAUL SKIDMORE ANNUAL DUES | 140.00 |
| <i>Org Key: DSBE01 - Economic Development</i> | | | | |
| P89011 | 00179465 | KAREN REED CONSULTING LLC | Town Center Vision & Developme | 285.00 |
| | 00179441 | DEFTY, YVONNE | JOINT COMMISSION MTG SUPPLIES | 90.25 |
| <i>Org Key: FR1100 - Administration (FR)</i> | | | | |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 166.30 |
| <i>Org Key: FR2100 - Fire Operations</i> | | | | |
| P89285 | 00179545 | NORCOM 911 | FIRE DISPATCH 2016 | 42,242.75 |
| P89344 | 00179512 | S & S TIRE | Tires/8611 | 1,929.39 |
| P89304 | 00179525 | VERIZON WIRELESS | MDC Charges/Fire | 884.82 |
| <i>Org Key: FR4100 - Training</i> | | | | |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|------------------------------|--------------------------------|--------------|
| | 00179481 | MCCOY, STEPHEN W | STUDY MATERIALS FOR TRAINING | 133.59 |
| <i>Org Key: FR5100 - Community Risk Reduction</i> | | | | |
| P89345 | 00179541 | WSAFM | 2016 FM Dues | 180.00 |
| <i>Org Key: GGM001 - General Government-Misc</i> | | | | |
| P88853 | 00179423 | BERK CONSULTING | GROWTH-RELATED PARK FEES | 3,356.25 |
| P88713 | 00179450 | FEHR & PEERS | Phase 2-IMPACT FEE STUDY | 133.00 |
| <i>Org Key: GGM004 - Gen Govt-Office Support</i> | | | | |
| P89337 | 00179543 | XEROX CORPORATION | CM'S COPY CHARGES 11/21-12/21/ | 643.76 |
| | 00179442 | DEPT OF ENTERPRISES SERVICES | STD WINDOW ENVELOPE PRINTING | 169.65 |
| P89337 | 00179543 | XEROX CORPORATION | mailing charges for supplies | 8.63 |
| <i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i> | | | | |
| | 00179435 | COOPER, ROBERT | LEOFF1 RET MEDI REIMB | 365.40 |
| | 00179421 | BARNES, WILLIAM | LEOFF1 Medicare | 163.70 |
| | 00179455 | GOODMAN, J C | LEOFF1 Medicare | 159.20 |
| | 00179459 | HAGSTROM, JAMES | LEOFF1 Medicare | 146.90 |
| | 00179476 | LEOPOLD, FREDERIC | LEOFF1 Medicare | 146.90 |
| | 00179464 | JOHNSON, CURTIS | LEOFF1 Medicare | 143.30 |
| | 00179479 | LYONS, STEVEN | LEOFF1 Medicare | 123.30 |
| | 00179414 | ABBOTT, RICHARD | LEOFF1 Medicare | 104.90 |
| | 00179415 | ADAMS, RONALD E | LEOFF1 Medicare | 104.90 |
| | 00179419 | AUGUSTSON, THOR | LEOFF1 Medicare | 104.90 |
| | 00179422 | BECKER, RON | LEOFF1 Medicare | 104.90 |
| | 00179425 | BOOTH, GLENDON D | LEOFF1 Medicare | 104.90 |
| | 00179428 | CALLAGHAN, MICHAEL | LEOFF1 Medicare | 104.90 |
| | 00179440 | DEEDS, EDWARD G | LEOFF1 Medicare | 104.90 |
| | 00179443 | DEVENY, JAN P | LEOFF1 Medicare | 104.90 |
| | 00179446 | DOWD, PAUL | LEOFF1 Medicare | 104.90 |
| | 00179448 | ELSOE, RONALD | LEOFF1 Medicare | 104.90 |
| | 00179452 | FORSMAN, LOWELL | LEOFF1 Medicare | 104.90 |
| | 00179471 | KUHN, DAVID | LEOFF1 Medicare | 104.90 |
| | 00179472 | LACY, ALAN P | LEOFF1 Medicare | 104.90 |
| | 00179475 | LEE, WALLACE | LEOFF1 Medicare | 104.90 |
| | 00179495 | MYERS, JAMES S | LEOFF1 Medicare | 104.90 |
| | 00179508 | RAMSAY, JON | LEOFF1 Medicare | 104.90 |
| | 00179513 | SCHOENTRUP, WILLIAM | LEOFF1 Medicare | 104.90 |
| | 00179517 | SMITH, RICHARD | LEOFF1 Medicare | 104.90 |
| | 00179520 | THOMPSON, JAMES | LEOFF1 Medicare | 104.90 |
| | 00179521 | TOOLEY, NORMAN | LEOFF1 Medicare | 104.90 |
| | 00179532 | WALLACE, THOMAS | LEOFF1 Medicare | 104.90 |
| | 00179536 | WEGNER, KEN | LEOFF1 Medicare | 104.90 |
| | 00179538 | WHEELER, DENNIS | LEOFF1 Medicare | 104.90 |
| <i>Org Key: GGM606 - Excess Retirement-Fire</i> | | | | |
| | 00179421 | BARNES, WILLIAM | LEOFF1 Excess Benefit | 1,576.20 |
| | 00179435 | COOPER, ROBERT | LEOFF1 Excess Benefit | 1,539.24 |
| | 00179503 | PROVOST, ALAN | LEOFF1 Excess Benefit | 1,426.07 |
| | 00179464 | JOHNSON, CURTIS | LEOFF1 Excess Benefit | 829.41 |
| | 00179513 | SCHOENTRUP, WILLIAM | LEOFF1 Excess Benefit | 811.76 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|----------------------------|--------------------------------|--------------|
| | 00179422 | BECKER, RON | LEOFF1 Excess Benefit | 697.23 |
| | 00179508 | RAMSAY, JON | LEOFF1 Excess Benefit | 446.97 |
| <i>Org Key: IGVO15 - Mountain To Sound Greenways</i> | | | | |
| P89387 | 00179494 | MOUNTAINS TO SOUND | 2015 Allocation of Funds Servi | 10,000.00 |
| <i>Org Key: IS2100 - IGS Network Administration</i> | | | | |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 493.81 |
| P89271 | 00179542 | X5 SOLUTIONS INC | MONTHLY LONG DISTANCE JAN-DEC | 192.62 |
| | 00179432 | CENTURYLINK | PHONE USE DEC 2015 | 101.32 |
| <i>Org Key: MT2100 - Roadway Maintenance</i> | | | | |
| | 00179506 | PUGET SOUND ENERGY | ENERGY USE DEC 2015 | 3,017.08 |
| | 00179506 | PUGET SOUND ENERGY | ENERGY USE DEC 2015 | 14.24 |
| <i>Org Key: MT2300 - Planter Bed Maintenance</i> | | | | |
| P89335 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 166.80 |
| <i>Org Key: MT2500 - ROW Administration</i> | | | | |
| P89305 | 00179519 | SOUND SAFETY PRODUCTS | SAFETY BOOTS | 119.09 |
| <i>Org Key: MT3100 - Water Distribution</i> | | | | |
| P89308 | 00179487 | MI HARDWARE - UTILITY | MISC. HARDWARE FOR THE MONTH O | 41.93 |
| <i>Org Key: MT3150 - Water Quality Event</i> | | | | |
| P88619 | 00179416 | AM TEST INC | WATER SAMPLE | 60.00 |
| <i>Org Key: MT3200 - Water Pumps</i> | | | | |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 237.64 |
| P89308 | 00179487 | MI HARDWARE - UTILITY | MISC. HARDWARE FOR THE MONTH O | 13.64 |
| <i>Org Key: MT3300 - Water Associated Costs</i> | | | | |
| | 00179546 | WILLING, ROBERT | REPLACE WARRANT 179410 | 64.40 |
| | 00179522 | TROY, BRIAN | MILEAGE EXPENSES | 45.43 |
| | 00179447 | DRUSCHBA, JOHN F | MILEAGE EXPENSE | 36.80 |
| <i>Org Key: MT3400 - Sewer Collection</i> | | | | |
| P86498 | 00179478 | LINESCAPE OF WASHINGTON | SPECIAL CATCH BASIN CLEANING | 23,888.71 |
| P89308 | 00179487 | MI HARDWARE - UTILITY | MISC. HARDWARE FOR THE MONTH O | 4.51 |
| <i>Org Key: MT3500 - Sewer Pumps</i> | | | | |
| P89335 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 27.80 |
| <i>Org Key: MT3600 - Sewer Associated Costs</i> | | | | |
| P89356 | 00179418 | AT&T MOBILITY | SEWER WIRELESS DATA | 31.86 |
| <i>Org Key: MT3800 - Storm Drainage</i> | | | | |
| P89310 | 00179486 | MI HARDWARE - ROW | MISC. HARDWARE FOR THE MONTH O | 1.27 |
| <i>Org Key: MT4150 - Support Services - Clearing</i> | | | | |
| P89354 | 00179453 | G&K SERVICES | MAINT. DEPT. COVERALL/LAUNDRY | 677.03 |
| P88624 | 00179535 | WEATHERNET LLC | 201 MONTHLY WEATHER ALERT JAN- | 468.00 |
| P89355 | 00179460 | HEALTHFORCE PARTNERS LLC | C.KELLEY -HEP B | 70.00 |
| P89355 | 00179460 | HEALTHFORCE PARTNERS LLC | J. FELIX - PHYSICAL | 49.00 |
| P86578 | 00179438 | CRYSTAL AND SIERRA SPRINGS | 2015 WATER SERVICES DELIVERY F | 37.90 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------------|--------------------------------|--------------|
| <i>Org Key: MT4200 - Building Services</i> | | | | |
| P89266 | 00179434 | CHEMAQUA | WATER TREATMENT PROGRAM | 805.65 |
| P89335 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 530.15 |
| P89308 | 00179487 | MI HARDWARE - UTILITY | MISC. HARDWARE FOR THE MONTH O | 2.73 |
| <i>Org Key: MT4300 - Fleet Services</i> | | | | |
| P89143 | 00179514 | SEATTLE BOAT COMPANY | SEPT MARINE PATROL FUEL | 2,470.28 |
| P89357 | 00179497 | OVERLAKE OIL | 1000 GAL UNLEADED DELIVERY | 2,256.20 |
| P89316 | 00179497 | OVERLAKE OIL | 900 GAL. UNLEADED DELIVERY - F | 1,908.18 |
| | 00179457 | GOODYEAR COMMERCIAL TIRE | REPLACE WARRANT 177317 | 996.35 |
| P89357 | 00179497 | OVERLAKE OIL | 800 GAL UNLEADED DELIVERY | 1,263.06 |
| P89357 | 00179497 | OVERLAKE OIL | 300 GAL DIESEL DELIVERY | 559.25 |
| P89316 | 00179497 | OVERLAKE OIL | 223 GAL DIESEL DELIVERY | 371.28 |
| P89357 | 00179497 | OVERLAKE OIL | 200 GAL DIESEL DELIVERY | 342.05 |
| | 00179510 | ROOT, ROBERT M | ASE RECERTIFICATION TESTING | 147.00 |
| P89389 | 00179502 | PRAXAIR DISTRIBUTION INC | MONTHLY ACETYLENE & OXYGEN | 48.89 |
| <i>Org Key: PO1350 - Police Emergency Management</i> | | | | |
| P87834 | 00179504 | PUBLIC SAFETY SUPPORT SERVICES | Zone One Coordinator Services | 8,333.33 |
| <i>Org Key: PO1800 - Contract Dispatch Police</i> | | | | |
| P89284 | 00179545 | NORCOM 911 | POLICE DISPATCH 2016 | 132,119.75 |
| <i>Org Key: PR0000 - Parks & Recreation-Revenue</i> | | | | |
| P89398 | 00179489 | MI SCHOOL DISTRICT #400 | Remit 2015 MIHS Stadium Fees | 2,109.50 |
| <i>Org Key: PR1100 - Administration (PR)</i> | | | | |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 300.93 |
| P89371 | 00179438 | CRYSTAL AND SIERRA SPRINGS | Monthly water delivery service | 100.13 |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 47.42 |
| <i>Org Key: PR1500 - Urban Forest Management</i> | | | | |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 100.31 |
| <i>Org Key: PR2100 - Recreation Programs</i> | | | | |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 401.25 |
| P89388 | 00179496 | NRPA | Ryan Daly CPRP Renewal 2016-20 | 60.00 |
| <i>Org Key: PR2108 - Health and Fitness</i> | | | | |
| P89390 | 00179491 | MIRACLE ISLAND PLLC | Instruction services for Wushu | 714.88 |
| <i>Org Key: PR3500 - Senior Services</i> | | | | |
| P86274 | 00179492 | MISD FOOD SERVICE | 2015 Senior Meals | 593.75 |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 100.31 |
| <i>Org Key: PR4100 - Community Center</i> | | | | |
| P89319 | 00179534 | WAVE ELECTRICAL LLC | Electrical work for MICEC from | 2,281.98 |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 501.57 |
| P89317 | 00179439 | CRYSTAL SPRINGS | Coffee supplies for MICEC | 318.42 |
| P89391 | 00179438 | CRYSTAL AND SIERRA SPRINGS | 2016 Water Service at MICEC | 85.24 |
| P89360 | 00179426 | BUILDERS HARDWARE & SUPPLY CO. | GYM EXIT DOOR WEATHER STRIP | 46.37 |
| P89314 | 00179485 | MI HARDWARE - P&R | Misc supplies for MICEC | 9.83 |
| <i>Org Key: PR5400 - Gallery Program</i> | | | | |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|----------------------------|--------------------------------|--------------|
| | 00179482 | MEYERS, PAUL | GALLERY RECEP ENTERTAINMENT | 150.00 |
| <i>Org Key: PR6100 - Park Maintenance</i> | | | | |
| P89359 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 714.18 |
| P89313 | 00179527 | WA ST DEPT OF AGRICULTURE | Pesticide license renewal fees | 198.00 |
| P89391 | 00179438 | CRYSTAL AND SIERRA SPRINGS | 2016 Water Service at Parks | 65.83 |
| P89307 | 00179484 | MI HARDWARE - MAINT | MISC. HARDWARE FOR THE MONTH O | 63.99 |
| P89306 | 00179456 | GOODSELL POWER EQUIPMENT | CHAINSAW PARTS | 51.71 |
| <i>Org Key: PR6200 - Athletic Field Maintenance</i> | | | | |
| P89394 | 00179540 | WRPA | 2016 Membership Fees for Parks | 200.63 |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 86.32 |
| P89359 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 71.67 |
| P89306 | 00179456 | GOODSELL POWER EQUIPMENT | CHAINSAW PARTS | 51.69 |
| <i>Org Key: PR6500 - Luther Burbank Park Maint.</i> | | | | |
| P89359 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 1,599.44 |
| P89307 | 00179484 | MI HARDWARE - MAINT | MISC. HARDWARE FOR THE MONTH O | 35.03 |
| P89309 | 00179456 | GOODSELL POWER EQUIPMENT | TENSIONER SLIDES | 15.31 |
| <i>Org Key: PR6700 - I90 Park Maintenance</i> | | | | |
| P89359 | 00179490 | MI UTILITY BILLS | PAYMENT OF UTILITY BILLS FOR W | 1,026.19 |
| P85083 | 00179429 | CAMDEN GARDENS | Aljoya & Aubrey Davis Park Sha | 410.63 |
| <i>Org Key: VCP402 - CIP Water Salaries</i> | | | | |
| P89341 | 00179500 | PNWS-AWWA | 2016 WOMEN IN LEADERSHIP SYMPO | 125.00 |
| <i>Org Key: VCP426 - CIP Sewer Salaries</i> | | | | |
| P89341 | 00179500 | PNWS-AWWA | 2016 WOMEN IN LEADERSHIP SYMPO | 125.00 |
| <i>Org Key: WG105R - Community Center Bldg Repairs</i> | | | | |
| P89399 | 00179413 | A HIGHER PLANE | REFINISH DANCE ROOM & GYM FLOO | 2,496.60 |
| <i>Org Key: WG550R - Fuel Clean Up</i> | | | | |
| P85591 | 00179454 | GOLDER ASSOCIATES INC | FUEL CLEAN UP | 1,755.83 |
| <i>Org Key: WPI22P - Open Space - Pioneer/Engstrom</i> | | | | |
| P87270 | 00179509 | RICH LANDSCAPING INC | 2015-2016 Open Space Vegetatio | 17,721.90 |
| <i>Org Key: WPI22R - Vegetation Management</i> | | | | |
| P87160 | 00179417 | APPLIED ECOLOGY LLC | 2015-2016 Open Space Vegetatio | 3,291.75 |
| <i>Org Key: WR101R - Residential Street Improvement</i> | | | | |
| P87542 | 00179473 | LAKESIDE INDUSTRIES | 2015 RESIDENTIAL STREET OVERLA | 2,063.38 |
| <i>Org Key: WR544C - ICW Crosswalk at SE 32nd</i> | | | | |
| P88053 | 00179470 | KPG | ISLAND CREST WAY CROSSWALK | 4,693.08 |
| <i>Org Key: WS330T - Sewer Telemetry Improvements</i> | | | | |
| P78895 | 00179430 | CASNE ENGINEERING INC | PHASE 3 TELEMETRY DESIGN | 1,130.05 |
| <i>Org Key: WW526R - Madrona Crest West Water Sys</i> | | | | |
| P89395 | 00179467 | KC RECORDS | RECORDING FEES | 78.00 |
| <i>Org Key: WW535B - PRV Air Vac Replacements-Ph 2</i> | | | | |
| P89308 | 00179487 | MI HARDWARE - UTILITY | MISC. HARDWARE FOR THE MONTH O | 11.02 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|-------------------------------|--------------------------------|--------------|
| <i>Org Key: XG300R - Fire Station 92 Replacement</i> | | | | |
| P83972 | 00179537 | WETHERHOLT AND ASSOCIATES INC | FS 92 ROOF INSPECTION SERVICE | 185.00 |
| <i>Org Key: XR542C - 84th Avenue Path</i> | | | | |
| P89311 | 00179498 | PACIFIC RIM EQUIPMENT RENTAL | EXCAVATOR RENTAL FUEL CHARGE | 69.95 |
| <i>Org Key: YF1100 - YFS General Services</i> | | | | |
| | 00179507 | PULTS, STEPHEN | RETREAT SUPPLIES | 465.11 |
| | 00179436 | CORK, TAMBI A | RETREAT SUPPLIES | 115.02 |
| P89371 | 00179438 | CRYSTAL AND SIERRA SPRINGS | Monthly water service deliver | 100.13 |
| | 00179424 | BODMER, TAMMY M | SUPPLIES HYI COMM FORUM | 55.62 |
| P89331 | 00179525 | VERIZON WIRELESS | Monthly expense for mobile | 40.01 |
| | 00179480 | MANRIQUEZ, CHERYL R | YEARLY PLANNER | 25.00 |
| P89425 | 00179533 | WASHINGTON STATE PATROL | Background Check J. Farr Invoi | 12.00 |
| <i>Org Key: YF1200 - Thrift Shop</i> | | | | |
| P89368 | 00179518 | SOUND PUBLISHING INC | Advertising contract for Seatt | 609.55 |
| | 00179432 | CENTURYLINK | PHONE USE JAN 2016 | 150.81 |
| P89329 | 00179488 | MI HARDWARE - YFS | Operating supplies for Thrift | 16.74 |
| <i>Org Key: YF2500 - Family Counseling</i> | | | | |
| P89370 | 00179463 | INTERLAKE PSYCHIATRIC ASSOC | Clinical consultations (monthl | 150.00 |
| <i>Org Key: YF2600 - Family Assistance</i> | | | | |
| P89365 | 00179499 | PEBBLE @ MIPC, THE | Preschool scholarships for EA | 900.00 |
| P89363 | 00179437 | CREATIVE LEARNING CENTER | Preschool scholarships for EA | 717.50 |
| P89376 | 00179489 | MI SCHOOL DISTRICT #400 | Preschool scholarships for EA | 609.76 |
| P89375 | 00179516 | SHOREWOOD HEIGHTS | Rental assistance for Emergenc | 511.94 |
| P89289 | 00179505 | PUGET SOUND ENERGY | Utility Assistance for Emergen | 241.13 |
| P89377 | 00179449 | EMMANUEL DAY SCHOOL | Preschool scholarship/tuition | 239.20 |
| Total | | | | 344,615.44 |

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 | 179547-179640 | 01/21/16 | \$ 1,471,281.43 |
| | | | \$ 1,471,281.43 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|--------|----------------|--------------|--------------|
| 00179547 | 01/21/2016 | ADT LLC PERMIT REFUND | | 1508-189 | 01/14/2016 | 281.85 |
| 00179548 | 01/21/2016 | ANDERSON, LAURA MARIE Instruction services for Power | P89470 | 15877/15880 | 01/19/2016 | 781.73 |
| 00179549 | 01/21/2016 | AUDIO PLUS PERMIT REFUND | | 1511-180 | 01/14/2016 | 93.95 |
| 00179550 | 01/21/2016 | AUTOMATED GATES & EQUIPMENT MAINT SECURITY GATE REPAIR | P89480 | 209568 | 12/31/2015 | 872.36 |
| 00179551 | 01/21/2016 | BARCELO HOMES INC REFUND UPSIZE METER | | 1405-212 | 01/13/2016 | 11,108.61 |
| 00179552 | 01/21/2016 | BERTLIN, BRIAN REFUND UPSIZE METER | | 1411-176 | 01/13/2016 | 2,643.41 |
| 00179553 | 01/21/2016 | BODMER, TAMMY M GFTH SUPPLIES | | OH005922 | 01/14/2016 | 145.00 |
| 00179554 | 01/21/2016 | BUILD URBAN LLC REFUND UPSIZE METER | | 1401-030 | 01/13/2016 | 298.27 |
| 00179555 | 01/21/2016 | C&M HOLDINGS LLC REFUND NEW METER INSTALL | | 1509-123 | 01/13/2016 | 1,883.91 |
| 00179556 | 01/21/2016 | CAMDEN GARDENS 2016 Aljoia & Aubrey Davis Par | P89438 | 56169 | 01/01/2016 | 410.63 |
| 00179557 | 01/21/2016 | CDW GOVERNMENT INC Cisco Fiber Expansion Module - | P89374 | BQJ3337 | 01/05/2016 | 1,276.88 |
| 00179558 | 01/21/2016 | CLEANERS PLUS 1 Uniform cleaning | P89462 | 76297 | 12/31/2015 | 139.29 |
| 00179559 | 01/21/2016 | COMCAST Internet Charges/Fire | P89404 | OH005911 | 01/04/2016 | 70.84 |
| 00179560 | 01/21/2016 | COMPLETE OFFICE PHONE USE DEC 2015 | | OH005838 | 12/31/2015 | 4,099.84 |
| 00179561 | 01/21/2016 | CONSOLIDATED PRESS marketing brochures for MICEC | P89318 | 15613 | 12/30/2015 | 1,668.32 |
| 00179562 | 01/21/2016 | CULLIGAN Water Service/Fire | P89407 | 201601672721 | 12/31/2015 | 192.80 |
| 00179563 | 01/21/2016 | DATAQUEST LLC EMAC background checks | P89372 | CMIYOUTH201512 | 12/31/2015 | 243.50 |
| 00179564 | 01/21/2016 | DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRNTG DEC 2015 | | 73143315 | 01/04/2016 | 137.92 |
| 00179565 | 01/21/2016 | DEWEY, RICHARD REFUND UPSIZE METER | | 1402-017 | 01/13/2016 | 401.55 |
| 00179566 | 01/21/2016 | DUNBAR ARMORED JAN 2016 Armored Car Service | P89452 | 3706263 | 01/01/2016 | 1,700.96 |
| 00179567 | 01/21/2016 | EMSAR INC Stretcher Fix | P89411 | 52617 | 01/05/2016 | 367.05 |
| 00179568 | 01/21/2016 | EVERSON'S ECONO-VAC INC SANITARY SEWER CLEANING & | P88269 | 076146 | 10/31/2015 | 74,529.40 |
| 00179569 | 01/21/2016 | EXCEL SUPPLY COMPANY INVENTORY PURCHASES | P89397 | 77774 | 01/04/2016 | 604.51 |
| 00179570 | 01/21/2016 | FIRST RESPONSE EMERGENCY EQUPT Gear Bags | P89442 | 4376/4366 | 12/22/2015 | 5,704.95 |
| 00179571 | 01/21/2016 | FOREMOST PROMOTIONS Promotion pens | P89468 | 330734 | 12/31/2015 | 167.50 |
| 00179572 | 01/21/2016 | GRAINGER INVENTORY PURCHASES | P89400 | 9929808765 | 01/04/2016 | 288.53 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|---|--------|---------------|--------------|--------------|
| 00179573 | 01/21/2016 | HANSON, RACHEL PERMIT REFUND | | 1512-190 | 01/14/2016 | 93.95 |
| 00179574 | 01/21/2016 | HEDEEN & CADITZ PLLC Professional Services - FS 92 | P89432 | 8045/8044 | 01/06/2016 | 1,290.00 |
| 00179575 | 01/21/2016 | HOME DEPOT CREDIT SERVICE ELECTRICAL FITTINGS | P89290 | 0059734014374 | 01/05/2016 | 182.95 |
| 00179576 | 01/21/2016 | HONEYWELL, MATTHEW V Professional Services - Invoic | P89487 | 897 | 01/19/2016 | 400.00 |
| 00179577 | 01/21/2016 | HUBER, MICHAEL OVERPAYMENT REFUND | | OH005928 | 01/14/2016 | 242.14 |
| 00179578 | 01/21/2016 | IMANI HOMES REFUND NEW METER INSTALL | | 1409-007 | 01/13/2016 | 201.94 |
| 00179579 | 01/21/2016 | INNOVATIVE BUILDERS GROUP LLC PERMIT REFUND | | 1601-011 | 01/14/2016 | 1,018.58 |
| 00179580 | 01/21/2016 | INTERIOR FOLIAGE CO, THE CITY HALL INTERIOR PLANT CARE | P89458 | 35024 | 01/01/2016 | 271.34 |
| 00179581 | 01/21/2016 | INTERNATIONAL CODE COUNCIL CODE BOOKS | P89430 | 1000843661 | 01/04/2016 | 4,721.45 |
| 00179582 | 01/21/2016 | JOHNSON, SCOTT D. Professional Services - Invoic | P89322 | 357 | 01/04/2016 | 165.00 |
| 00179583 | 01/21/2016 | KEYBANK NATIONAL ASSOC Bank Account Analysis 2015 | P89486 | 15120000205 | 01/11/2016 | 16,717.18 |
| 00179584 | 01/21/2016 | KING COUNTY 2016 ETP Annual Dues | P89422 | ETP052016 | 12/18/2015 | 200.00 |
| 00179585 | 01/21/2016 | KING COUNTY FINANCE MONTHLY SEWER JAN-DEC 2016 | P89275 | 30012322 | 01/01/2016 | 370,368.36 |
| 00179586 | 01/21/2016 | KROESENS INC Marine Patrol uniform | P89464 | 284062 | 12/29/2015 | 84.75 |
| 00179587 | 01/21/2016 | LANGUAGE LINE SERVICES Language interpreter | P89466 | 3751294 | 12/31/2015 | 38.56 |
| 00179588 | 01/21/2016 | LEYDE, CASEY MILEAGE EXPENSE | | OH005925 | 01/20/2016 | 116.64 |
| 00179589 | 01/21/2016 | LIFE ASSIST INC Aid Supplies | P89412 | 736405 | 01/04/2016 | 1,451.71 |
| 00179590 | 01/21/2016 | MATTSON, JULIE RETREAT SUPPLIES | | OH005923 | 01/13/2016 | 54.54 |
| 00179591 | 01/21/2016 | METROPRESORT PRINTING AND MAILING 2015 ANNU | P89440 | 479409/479409 | 01/11/2016 | 5,105.51 |
| 00179592 | 01/21/2016 | MICHAEL SKAGGS ASSOCIATES JANITORIAL SERVICE FOR DEC 201 | P89496 | 15681 | 12/31/2015 | 9,312.26 |
| 00179593 | 01/21/2016 | MOLTZ, ERIC MILEAGE EXPENSE | | OH005921 | 01/21/2016 | 12.65 |
| 00179594 | 01/21/2016 | NIEMI, RONALD & JILL OVERPAYMENT REFUND | | OH005926 | 01/14/2016 | 366.11 |
| 00179595 | 01/21/2016 | NOEL, BRIAN W RANGE FEE | | OH005919 | 01/05/2016 | 24.10 |
| 00179596 | 01/21/2016 | NORTHEND TRUCK EQUPT INC RACK FOR FL0476 | P89472 | 1032132 | 01/05/2016 | 607.86 |
| 00179597 | 01/21/2016 | PACIFIC AIR CONTROL INC CITY HALL QUARTERLY HVAC MAINT | P89456 | 183583 | 11/30/2015 | 2,586.67 |
| 00179598 | 01/21/2016 | PHILEN, SUZANNE SUPPLIES | | OH005920 | 01/13/2016 | 47.17 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|--------|------------------|--------------|--------------|
| 00179599 | 01/21/2016 | PUGET SOUND ACCESS MI-TV New Slides & Images 12/7 | P89255 | 151231MER | 12/31/2015 | 406.88 |
| 00179600 | 01/21/2016 | PUGET SOUND CLEAN AIR AGENCY 2016 Clean Air Assessment | P89287 | 16057S | 12/30/2015 | 35,872.00 |
| 00179601 | 01/21/2016 | PUGET SOUND ENERGY Utility Assistance for Emergen | P89289 | OH005912 | 01/13/2016 | 53.59 |
| 00179602 | 01/21/2016 | RESERVE ACCOUNT POSTAGE REFILL | P89433 | OH005913 | 01/14/2016 | 2,500.00 |
| 00179603 | 01/21/2016 | RICOH USA INC (FIRE) Copier Rental/Fire | P89405 | 96100002 | 01/05/2016 | 319.42 |
| 00179604 | 01/21/2016 | ROBERT CASEY CONSTRUCTION REFUND UPSIZE METER | | 1309-099 | 01/13/2016 | 10,612.54 |
| 00179605 | 01/21/2016 | ROSENSTEIN, SUSIE Personal Training Services | P89437 | 106 | 01/12/2016 | 300.00 |
| 00179606 | 01/21/2016 | S&B INC WATER QUALITY MAINTENANCE | P88714 | SB241121 | 12/30/2015 | 1,368.75 |
| 00179607 | 01/21/2016 | SCORE December jail bill 12 days | P89465 | 1734 | 01/11/2016 | 1,740.00 |
| 00179608 | 01/21/2016 | SEA WESTERN INC Vests | P89402 | 188617 | 01/12/2016 | 252.67 |
| 00179609 | 01/21/2016 | SEATTLE, CITY OF Dec 2015 Water Purchases | P89485 | OH005917 | 12/29/2015 | 99,138.36 |
| 00179610 | 01/21/2016 | SOFTWAREONE INC Server Standard 2012 and Remot | P89235 | USPSI445475 | 12/31/2015 | 1,560.62 |
| 00179611 | 01/21/2016 | SOREANO'S PLUMBING INC REPLACEMENT OF TOILET PARTS IN | P89459 | 38936 | 01/04/2016 | 371.75 |
| 00179612 | 01/21/2016 | SOUND PUBLISHING INC Ntc: Public Hearing TBD Assump | P89421 | 7651838 | 12/31/2015 | 486.36 |
| 00179613 | 01/21/2016 | STANTEC CONSULTING SRVS INC MADRONA CREST WEST WATER SYSTE | P86755 | 992888 | 12/18/2015 | 6,940.84 |
| 00179614 | 01/21/2016 | STERICYCLE INC On-Call Services | P89406 | 3003275841 | 12/31/2015 | 10.36 |
| 00179615 | 01/21/2016 | SUNGARD PUBLIC SECTOR INC ONESOLUTION CASH RECEIPTING | P89445 | 113514 | 12/31/2015 | 9,599.92 |
| 00179616 | 01/21/2016 | SURE BRANDS GROUP LLC Patrol supplies | P89478 | 216 | 01/12/2016 | 88.50 |
| 00179617 | 01/21/2016 | SWERLAND, SCOTT J REFUND UPSIZE METER | | 1503-070 | 01/13/2016 | 165.86 |
| 00179618 | 01/21/2016 | THOMSON REUTERS - WEST Intel database | P89479 | 833236681 | 01/01/2016 | 174.23 |
| 00179619 | 01/21/2016 | TOVAR, JOSEPH W NOV & DEC PROJECT TASKS FOR TO | P89428 | 15061 | 01/11/2016 | 3,870.00 |
| 00179620 | 01/21/2016 | UNDERWATER SPORTS INC. Dive team equipment | P89469 | 20010796/2001079 | 01/04/2016 | 1,181.51 |
| 00179628 | 01/21/2016 | US BANK CORP PAYMENT SYS WSBA | | 2444500600430024 | 01/06/2016 | 22,199.60 |
| 00179629 | 01/21/2016 | WA AUDIOLOGY SERVICES INC MAINT. DEPT. HEARING TESTS | P89353 | 47648/47710 | 12/22/2015 | 869.45 |
| 00179630 | 01/21/2016 | WA ST BAR ASSN WA State Bar Dues - W. Stewart | P89476 | OH005916 | 01/19/2016 | 415.00 |
| 00179631 | 01/21/2016 | WA ST COURT OF APPEALS DIV 1 Court Fees - Integrated Facili | P89431 | 16000 | 01/05/2016 | 8.29 |

Accounts Payable Report by Check Number

| Check No | Check Date | Vendor Name/Description | PO # | Invoice # | Invoice Date | Check Amount |
|----------|------------|--|--------|-----------|--------------|---------------------|
| 00179632 | 01/21/2016 | WA ST REVENUE 4TH QTR LEASEHOLD EXCISE TAX 2 | P85312 | OH005852 | 12/31/2015 | 4,433.27 |
| 00179633 | 01/21/2016 | WALTER E NELSON CO INVENTORY PURCHASES | P89417 | 526885 | 01/05/2016 | 1,636.69 |
| 00179634 | 01/21/2016 | WASHINGTON STATE PATROL CPL background checks | P89467 | I16004575 | 01/05/2016 | 339.25 |
| 00179635 | 01/21/2016 | WAVE ELECTRICAL LLC ADD CIRCUIT & SWITCH FOR FS92 | P89482 | 15154 | 12/30/2015 | 5,986.37 |
| 00179636 | 01/21/2016 | WCIA 2016 Insurance | P89446 | 40082 | 01/01/2016 | 728,503.00 |
| 00179637 | 01/21/2016 | WEF Membership - A. Tonella Howe | P89340 | OH005915 | 01/17/2016 | 183.00 |
| 00179638 | 01/21/2016 | WEF MEMBERSHIP - JASON KINTNER | P89471 | OH005914 | 01/17/2015 | 161.00 |
| 00179639 | 01/21/2016 | WESTHILL ELECTRONICS E93 Radio Repair/800 mhz trans | P89413 | 2343/2344 | 12/31/2015 | 728.18 |
| 00179640 | 01/21/2016 | XEROX CORPORATION MAIL ROOM COPY CHARGES | P89369 | 082871200 | 01/01/2016 | 3,009.19 |
| | | | | | Total | <u>1,471,281.43</u> |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|------------------------------|---------------------------------|--------------|
| <i>Org Key: 001000 - General Fund-Admin Key</i> | | | | |
| P85312 | 00179632 | WA ST REVENUE | 4TH QTR LEASEHOLD EXCISE TAX 2 | 2,356.99 |
| <i>Org Key: 402000 - Water Fund-Admin Key</i> | | | | |
| | 00179604 | ROBERT CASEY CONSTRUCTION | REFUND UPSIZE METER | 10,612.54 |
| | 00179551 | BARCELO HOMES INC | REFUND UPSIZE METER | 6,536.05 |
| | 00179551 | BARCELO HOMES INC | REFUND METER UPSIZE | 4,572.56 |
| | 00179552 | BERTLIN, BRIAN | REFUND UPSIZE METER | 2,643.41 |
| | 00179555 | C&M HOLDINGS LLC | REFUND NEW METER INSTALL | 1,883.91 |
| P89417 | 00179633 | WALTER E NELSON CO | INVENTORY PURCHASES | 1,636.69 |
| P89397 | 00179569 | EXCEL SUPPLY COMPANY | INVENTORY PURCHASES | 604.51 |
| | 00179565 | DEWEY, RICHARD | REFUND UPSIZE METER | 401.55 |
| | 00179594 | NIEMI, RONALD & JILL | OVERPAYMENT REFUND | 366.11 |
| | 00179554 | BUILD URBAN LLC | REFUND UPSIZE METER | 298.27 |
| P89400 | 00179572 | GRAINGER | INVENTORY PURCHASES | 288.53 |
| | 00179577 | HUBER, MICHAEL | OVERPAYMENT REFUND | 242.14 |
| | 00179578 | IMANI HOMES | REFUND NEW METER INSTALL | 201.94 |
| | 00179617 | SWERLAND, SCOTT J | REFUND UPSIZE METER | 165.86 |
| <i>Org Key: CA1100 - Administration (CA)</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | WSBA | 256.24 |
| P89322 | 00179582 | JOHNSON, SCOTT D. | Professional Services - Invoice | 165.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | ACT*MRSC | 35.00 |
| P89431 | 00179631 | WA ST COURT OF APPEALS DIV 1 | Court Fees - Integrated Facili | 8.29 |
| | 00179628 | US BANK CORP PAYMENT SYS | WF4WASBASSOC*SERVICE FEE | 6.41 |
| <i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i> | | | | |
| P89487 | 00179576 | HONEYWELL, MATTHEW V | Professional Services - Invoice | 400.00 |
| <i>Org Key: CM1100 - Administration (CM)</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON MKTPLACE PMTS | 470.00 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 158.89 |
| | 00179628 | US BANK CORP PAYMENT SYS | EL SOMBRERO | 37.63 |
| <i>Org Key: CM1200 - City Clerk</i> | | | | |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: RFP for City Manager 1492 | 62.48 |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: Ord #15C-22 1489347 12/16 | 52.11 |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: Ord #15C-24 1489365 12/16 | 52.11 |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: 12/21 Council Mtg Cancell | 44.33 |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: Possible Quorum 1494798 1 | 44.33 |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: Public Hearing TBD Assump | 38.89 |
| <i>Org Key: CM1300 - Sustainability</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | FRED-MEYER #0608 | 11.16 |
| <i>Org Key: CM1400 - Communications</i> | | | | |
| P89255 | 00179599 | PUGET SOUND ACCESS | MI-TV Council Mtg 12/7 | 329.38 |
| | 00179628 | US BANK CORP PAYMENT SYS | CASCADE FRAMES | 239.55 |
| P89255 | 00179599 | PUGET SOUND ACCESS | MI-TV New Slides & Images 12/7 | 77.50 |
| | 00179628 | US BANK CORP PAYMENT SYS | BACKUPIFY | 4.99 |
| <i>Org Key: CO6100 - City Council</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | CASCADE FRAMES | 240.07 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|--|----------|-------------------------------|--------------------------------|--------------|
| P89422 | 00179584 | KING COUNTY | 2016 ETP Annual Dues | 200.00 |
| | 00179564 | DEPT OF ENTERPRISES SERVICES | BUSINESS CARD PRNTG DEC 2015 | 55.18 |
| | 00179628 | US BANK CORP PAYMENT SYS | GOURMONDO CATERING | 49.16 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5822 | 18.58 |
| <i>Org Key: CR1100 - CORe Admin and Human Resources</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM | 150.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | CRAIGSLIST.ORG | 90.00 |
| <i>Org Key: CT1100 - Municipal Court</i> | | | | |
| P89476 | 00179630 | WA ST BAR ASSN | WA State Bar Dues - W. Stewart | 415.00 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 73.64 |
| <i>Org Key: DS0000 - Development Services-Revenue</i> | | | | |
| | 00179579 | INNOVATIVE BUILDERS GROUP LLC | PERMIT REFUND | 988.62 |
| | 00179547 | ADT LLC | PERMIT REFUND | 93.95 |
| | 00179547 | ADT LLC | PERMIT REFUND | 93.95 |
| | 00179547 | ADT LLC | PERMIT REFUND | 93.95 |
| | 00179549 | AUDIO PLUS | PERMIT REFUND | 93.95 |
| | 00179573 | HANSON, RACHEL | PERMIT REFUND | 93.95 |
| | 00179579 | INNOVATIVE BUILDERS GROUP LLC | PERMIT REFUND | 29.96 |
| <i>Org Key: DS1100 - Administration (DS)</i> | | | | |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 34.54 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| <i>Org Key: DS1200 - Bldg Plan Review & Inspection</i> | | | | |
| P89430 | 00179581 | INTERNATIONAL CODE COUNCIL | CODE BOOKS | 4,721.45 |
| | 00179628 | US BANK CORP PAYMENT SYS | T AND T TOOLS | 178.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SEARS ROEBUCK 2219 | 172.83 |
| <i>Org Key: DSBE01 - Economic Development</i> | | | | |
| P89428 | 00179619 | TOVAR, JOSEPH W | NOV & DEC PROJECT TASKS FOR TO | 3,870.00 |
| <i>Org Key: FN1100 - Administration (FN)</i> | | | | |
| P89486 | 00179583 | KEYBANK NATIONAL ASSOC | Bank Account Analysis 2015 | 16,717.18 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 995.23 |
| | 00179628 | US BANK CORP PAYMENT SYS | GASB 68 TRAINING WEBINAR | 60.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | MBP.COM MERCHANT FEE | 54.10 |
| <i>Org Key: FN2100 - Data Processing</i> | | | | |
| P89445 | 00179615 | SUNGARD PUBLIC SECTOR INC | ONESOLUTION CASH RECEIPTING | 9,599.92 |
| <i>Org Key: FNBE01 - Financial Services</i> | | | | |
| P89440 | 00179591 | METROPRESORT | PRINTING AND MAILING 2015 ANNU | 4,928.73 |
| P89440 | 00179591 | METROPRESORT | PRINTING AND MAILING 2015 4TH | 176.78 |
| <i>Org Key: FR1100 - Administration (FR)</i> | | | | |
| P89405 | 00179603 | RICOH USA INC (FIRE) | Copier Rental/Fire | 319.42 |
| P89407 | 00179562 | CULLIGAN | Water Service/Fire | 192.80 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 125.16 |
| P89404 | 00179559 | COMCAST | Internet Charges/Fire | 70.84 |

Accounts Payable Report by GL Key

| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|------------------------------|--------------------------------|--------------|
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 67.56 |
| | 00179628 | US BANK CORP PAYMENT SYS | CHICK'S SHOES | 54.70 |
| | 00179628 | US BANK CORP PAYMENT SYS | UPS*1ZB8T5D9P190027419 | 36.56 |
| | 00179628 | US BANK CORP PAYMENT SYS | SILERS DRY CLEANERS | 26.84 |
| | 00179628 | US BANK CORP PAYMENT SYS | UPS*293BO1BN2HO | 7.05 |
| | 00179628 | US BANK CORP PAYMENT SYS | UPS*ADJ00120217765051 | 6.78 |
| Org Key: FR2100 - Fire Operations | | | | |
| P89413 | 00179639 | WESTHILL ELECTRONICS | E93 Radio Repair/800 mhz trans | 728.18 |
| P89402 | 00179608 | SEA WESTERN INC | Vests | 252.67 |
| | 00179628 | US BANK CORP PAYMENT SYS | TARGET 00003392 | 14.21 |
| Org Key: FR2400 - Fire Suppression | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | ISSAQUAH HONDA KUBOTA | 50.94 |
| Org Key: FR2500 - Fire Emergency Medical Svcs | | | | |
| P89412 | 00179589 | LIFE ASSIST INC | Aid Supplies | 1,451.71 |
| P89411 | 00179567 | EMSAR INC | Stretcher Fix | 367.05 |
| P89406 | 00179614 | STERICYCLE INC | On-Call Services | 10.36 |
| Org Key: GG1001 - General Government-Insurance | | | | |
| P89446 | 00179636 | WCIA | 2016 Insurance | 407,320.24 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 70,086.16 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 5,474.00 |
| Org Key: GGM001 - General Government-Misc | | | | |
| P89452 | 00179566 | DUNBAR ARMORED | JAN 2016 Armored Car Service | 492.77 |
| | 00179628 | US BANK CORP PAYMENT SYS | EARL'S RESTAURANT (BEL | 341.27 |
| | 00179628 | US BANK CORP PAYMENT SYS | BENNETT'S PURE FOOD BISTR | 99.05 |
| Org Key: GGM004 - Gen Govt-Office Support | | | | |
| P89433 | 00179602 | RESERVE ACCOUNT | POSTAGE REFILL | 2,500.00 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 969.72 |
| P89429 | 00179640 | XEROX CORPORATION | MAIL ROOM COPY CHARGES | 537.70 |
| P89338 | 00179640 | XEROX CORPORATION | DSG COPY CHARGES 11/21-12/21/1 | 173.96 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 125.16 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 86.31 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 55.79 |
| Org Key: GGM005 - Genera Govt-LI Retiree Costs | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | OMNICARE *PHARMACY | 403.09 |
| Org Key: IGMA01 - Air Pollution Control/Assess | | | | |
| P89287 | 00179600 | PUGET SOUND CLEAN AIR AGENCY | 2016 Clean Air Assessment | 35,872.00 |
| Org Key: IS2100 - IGS Network Administration | | | | |
| P89235 | 00179610 | SOFTWAREONE INC | Server Standard 2012 and Remot | 1,560.62 |
| | 00179628 | US BANK CORP PAYMENT SYS | WWW.CLEVERBRIDGE.NET | 595.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 95.11 |
| | 00179628 | US BANK CORP PAYMENT SYS | EINSTEIN BROS BAGELS3410 | 51.52 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM | 47.03 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM | 47.03 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM | 47.03 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
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| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 47.03 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 47.03 |
| | 00179628 | US BANK CORP PAYMENT SYS | FRY'S ELECTRONICS #30 | 32.80 |
| | 00179628 | US BANK CORP PAYMENT SYS | STARBUCKS #03393 MERCER I | 32.74 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM | 26.22 |
| | 00179628 | US BANK CORP PAYMENT SYS | LYNDA.COM, INC. | 24.99 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 21.80 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE UPS STORE 1081 | 16.16 |
| <i>Org Key: MT2100 - Roadway Maintenance</i> | | | | |
| P89290 | 00179575 | HOME DEPOT CREDIT SERVICE | ELECTRICAL FITTINGS | 182.95 |
| <i>Org Key: MT2500 - ROW Administration</i> | | | | |
| | 00179588 | LEYDE, CASEY | MILEAGE EXPENSE | 77.76 |
| | 00179628 | US BANK CORP PAYMENT SYS | INTL SOC ARBORICULTURE | 25.90 |
| <i>Org Key: MT3100 - Water Distribution</i> | | | | |
| P89352 | 00179606 | S&B INC | WATER QUALITY MAINTENANCE | 98.55 |
| <i>Org Key: MT3150 - Water Quality Event</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | INGALLINA'S BOX LUNCH | 63.46 |
| <i>Org Key: MT3200 - Water Pumps</i> | | | | |
| P89460 | 00179635 | WAVE ELECTRICAL LLC | ADD CIRCUIT & SWITCH FOR FS92 | 348.21 |
| | 00179628 | US BANK CORP PAYMENT SYS | CDW GOVERNMENT | 294.02 |
| <i>Org Key: MT3400 - Sewer Collection</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | DMI* DELL K-12/GOVT | 1,947.60 |
| <i>Org Key: MT3600 - Sewer Associated Costs</i> | | | | |
| | 00179588 | LEYDE, CASEY | MILEAGE EXPENSE | 38.88 |
| | 00179593 | MOLTZ, ERIC | MILEAGE EXPENSE | 12.65 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | -23.89 |
| <i>Org Key: MT4150 - Support Services - Clearing</i> | | | | |
| P89353 | 00179629 | WA AUDIOLOGY SERVICES INC | MAINT. DEPT. HEARING TESTS | 773.45 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMERICAN PUBLIC WORKS | 358.40 |
| | 00179628 | US BANK CORP PAYMENT SYS | CITY OF BELLEVUE | 302.00 |
| P89351 | 00179640 | XEROX CORPORATION | METER AND BASE COPIER CHARGES | 286.18 |
| P89353 | 00179629 | WA AUDIOLOGY SERVICES INC | MAINT. DEPT. HEARING TESTS | 96.00 |
| <i>Org Key: MT4200 - Building Services</i> | | | | |
| P89496 | 00179592 | MICHAEL SKAGGS ASSOCIATES | JANITORIAL SERVICE FOR DEC 201 | 4,022.27 |
| P89484 | 00179635 | WAVE ELECTRICAL LLC | ELECTRICAL REPAIRS FS91 | 3,458.01 |
| P89481 | 00179597 | PACIFIC AIR CONTROL INC | CITY HALL QUARTERLY HVAC MAINT | 1,580.09 |
| P89480 | 00179550 | AUTOMATED GATES & EQUIPMENT | MAINT SECURITY GATE REPAIR | 872.36 |
| P89483 | 00179635 | WAVE ELECTRICAL LLC | ELECTRICAL REPAIRS DSG | 618.68 |
| P89455 | 00179597 | PACIFIC AIR CONTROL INC | FS91 QUARTERLY HVAC MAINT | 414.46 |
| P89458 | 00179580 | INTERIOR FOLIAGE CO, THE | CITY HALL INTERIOR PLANT CARE | 271.34 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE HOME DEPOT 4712 | 261.71 |
| | 00179628 | US BANK CORP PAYMENT SYS | PUGET SOUND CLEAN AIR AGE | 140.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | T AND A SUPPLY BELLEVUE 0 | 107.04 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE HOME DEPOT 4711 | 34.51 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
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| | 00179628 | US BANK CORP PAYMENT SYS | ATLAS CONSTRUCTION SPECIA | 25.11 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE HOME DEPOT 4711 | 20.15 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE HOME DEPOT 4711 | 17.48 |
| | 00179628 | US BANK CORP PAYMENT SYS | THE HOME DEPOT 4711 | 10.18 |
| | 00179628 | US BANK CORP PAYMENT SYS | LOWES #01573* | 8.32 |
| <i>Org Key: MT4300 - Fleet Services</i> | | | | |
| P89446 | 00179636 | WCIA | 2016 Insurance | 26,958.00 |
| P89472 | 00179596 | NORTHEND TRUCK EQUPT INC | RACK FOR FL0476 | 607.86 |
| | 00179628 | US BANK CORP PAYMENT SYS | TROPHIES 2 GO COM STORE | 199.29 |
| <i>Org Key: MT4501 - Water Administration</i> | | | | |
| P89485 | 00179609 | SEATTLE, CITY OF | Dec 2015 Water Purchases | 99,138.36 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 95,674.43 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 18,905.87 |
| <i>Org Key: MT4502 - Sewer Administration</i> | | | | |
| P89275 | 00179585 | KING COUNTY FINANCE | MONTHLY SEWER JAN-DEC 2016 | 370,368.36 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 71,589.43 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 14,079.66 |
| P89471 | 00179638 | WEF | MEMBERSHIP - JASON KINTNER | 161.00 |
| <i>Org Key: MT4503 - Storm Water Administration</i> | | | | |
| P89446 | 00179636 | WCIA | 2016 Insurance | 16,381.90 |
| P89446 | 00179636 | WCIA | 2016 Insurance | 2,033.31 |
| <i>Org Key: PO1100 - Administration (PO)</i> | | | | |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 1,278.75 |
| | 00179564 | DEPT OF ENTERPRISES SERVICES | BUSINESS CARD PRNTG DEC 2015 | 55.18 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| <i>Org Key: PO1350 - Police Emergency Management</i> | | | | |
| P89463 | 00179563 | DATAQUEST LLC | EMAC background checks | 21.50 |
| <i>Org Key: PO1700 - Records and Property</i> | | | | |
| P89461 | 00179640 | XEROX CORPORATION | Records copier | 322.80 |
| P89461 | 00179640 | XEROX CORPORATION | Admin copier | 207.57 |
| P89468 | 00179571 | FOREMOST PROMOTIONS | Promotion pens | 167.50 |
| | 00179628 | US BANK CORP PAYMENT SYS | Document storage boxes | 65.65 |
| | 00179628 | US BANK CORP PAYMENT SYS | Document storage boxes | 59.10 |
| | 00179628 | US BANK CORP PAYMENT SYS | Document storage boxes | 48.67 |
| | 00179628 | US BANK CORP PAYMENT SYS | Filing boxes for citations | 39.40 |
| <i>Org Key: PO1800 - Contract Dispatch Police</i> | | | | |
| P89467 | 00179634 | WASHINGTON STATE PATROL | CPL background checks | 339.25 |
| <i>Org Key: PO1900 - Jail/Home Monitoring</i> | | | | |
| P89465 | 00179607 | SCORE | December jail bill 12 days | 1,740.00 |
| <i>Org Key: PO2100 - Patrol Division</i> | | | | |
| P89462 | 00179558 | CLEANERS PLUS 1 | Uniform cleaning | 139.29 |
| P89478 | 00179616 | SURE BRANDS GROUP LLC | Patrol supplies | 88.50 |

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|---|----------|--------------------------|--------------------------------|--------------|
| | 00179628 | US BANK CORP PAYMENT SYS | Police Radio earpieces | 87.24 |
| P89466 | 00179587 | LANGUAGE LINE SERVICES | Language interpreter | 38.56 |
| <i>Org Key: PO2200 - Marine Patrol</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | Marine Patrol Binoculars | 1,873.83 |
| P89464 | 00179586 | KROESESENS INC | Marine Patrol uniform | 84.75 |
| <i>Org Key: PO2201 - Dive Team</i> | | | | |
| P89469 | 00179620 | UNDERWATER SPORTS INC. | Dive team equipment | 655.91 |
| P89469 | 00179620 | UNDERWATER SPORTS INC. | Dive team equip repair | 525.60 |
| <i>Org Key: PO3100 - Investigation Division</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | Rain Jackets (RAID Versions) f | 372.30 |
| P89479 | 00179618 | THOMSON REUTERS - WEST | Intel database | 174.23 |
| | 00179628 | US BANK CORP PAYMENT SYS | ERROR WILL BE REFUNDED | 128.49 |
| | 00179628 | US BANK CORP PAYMENT SYS | ERROR BY VENDOR AND WILL BE RE | 128.49 |
| | 00179628 | US BANK CORP PAYMENT SYS | ERROR BY VENDOR AND WILL BE RE | 128.49 |
| | 00179628 | US BANK CORP PAYMENT SYS | Detective Canter - Pouches for | 128.49 |
| <i>Org Key: PO4100 - Training</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | POLICE TECHNICAL TRAINING | 375.00 |
| | 00179595 | NOEL, BRIAN W | RANGE FEE | 24.10 |
| <i>Org Key: PR0000 - Parks & Recreation-Revenue</i> | | | | |
| P85312 | 00179632 | WA ST REVENUE | 4TH QTR LEASEHOLD EXCISE TAX 2 | 2,076.28 |
| <i>Org Key: PR1100 - Administration (PR)</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | WWW.ISTOCK.COM | 325.00 |
| P85479 | 00179640 | XEROX CORPORATION | 2015 Lease charges for Color C | 160.26 |
| P85438 | 00179640 | XEROX CORPORATION | 2015 Lease charges for Upstair | 143.64 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 137.84 |
| | 00179628 | US BANK CORP PAYMENT SYS | WWW.ISTOCK.COM | 115.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| P85438 | 00179640 | XEROX CORPORATION | Use charges for 11/21/15 to 12 | 15.05 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 15.00 |
| P85479 | 00179640 | XEROX CORPORATION | Use charges for 11/20/15 to 12 | 1.38 |
| <i>Org Key: PR1500 - Urban Forest Management</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | INTL SOC ARBORICULTURE | 180.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON.COM AMZN.COM/BILL | 30.56 |
| <i>Org Key: PR2100 - Recreation Programs</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | CTC*CONSTANTCONTACT.COM | 46.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | FACEBOOK FW9LZ86DP2 | 20.73 |
| | 00179628 | US BANK CORP PAYMENT SYS | LOWES #02420* | 7.17 |
| <i>Org Key: PR2101 - Youth and Teen Camps</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | OFFICE DEPOT #975 | 48.17 |
| | 00179628 | US BANK CORP PAYMENT SYS | TARGET 00003392 | 26.02 |
| <i>Org Key: PR2108 - Health and Fitness</i> | | | | |
| P89470 | 00179548 | ANDERSON, LAURA MARIE | Instruction services for Power | 606.60 |
| P89437 | 00179605 | ROSENSTEIN, SUSIE | Personal Training Services | 300.00 |
| P89470 | 00179548 | ANDERSON, LAURA MARIE | Instruction services for Power | 175.13 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
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| <i>Org Key: PR3500 - Senior Services</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *M I BAKING COMPANY | 361.13 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *M I BAKING COMPANY | 343.46 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 40.01 |
| | 00179628 | US BANK CORP PAYMENT SYS | WALGREENS #3733 | 22.39 |
| P85459 | 00179640 | XEROX CORPORATION | Use charges for 11/20/15 to 12 | 12.37 |
| <i>Org Key: PR4100 - Community Center</i> | | | | |
| P89318 | 00179561 | CONSOLIDATED PRESS | marketing brochures for MICEC | 1,668.32 |
| P89495 | 00179592 | MICHAEL SKAGGS ASSOCIATES | JANITORIAL SERVICE FOR DEC 201 | 1,559.25 |
| P89452 | 00179566 | DUNBAR ARMORED | JAN 2016 Armored Car Service | 486.30 |
| | 00179628 | US BANK CORP PAYMENT SYS | ARS RR SEATTLE WA 9226 | 401.79 |
| P89459 | 00179611 | SOREANO'S PLUMBING INC | REPLACEMENT OF TOILET PARTS IN | 371.75 |
| | 00179628 | US BANK CORP PAYMENT SYS | YELPINC*BIZSERVICES | 350.00 |
| P85459 | 00179640 | XEROX CORPORATION | 2015 Lease charges for copier | 311.12 |
| P85459 | 00179640 | XEROX CORPORATION | Use charges for 11/20/15 to 12 | 223.46 |
| | 00179628 | US BANK CORP PAYMENT SYS | INGALLINA'S BOX LUNCH | 169.62 |
| | 00179628 | US BANK CORP PAYMENT SYS | OFFICE DEPOT #819 | 164.24 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMZ*RFI-864722 | 155.94 |
| | 00179628 | US BANK CORP PAYMENT SYS | INCSTORES | 141.97 |
| | 00179628 | US BANK CORP PAYMENT SYS | SECURITY SAFE LOCK | 74.02 |
| | 00179628 | US BANK CORP PAYMENT SYS | EINSTEIN BROS-ONLINE CAT | 42.69 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 32.74 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON MKTPLACE PMTS | 28.33 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON MKTPLACE PMTS | 25.68 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON MKTPLACE PMTS | 14.60 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMAZON MKTPLACE PMTS | 9.99 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 9.86 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 8.90 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 0.99 |
| | 00179628 | US BANK CORP PAYMENT SYS | CITY OF BELLEVUE | -50.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | AMZ*INCSTORES | -155.94 |
| <i>Org Key: PR6500 - Luther Burbank Park Maint.</i> | | | | |
| P89496 | 00179592 | MICHAEL SKAGGS ASSOCIATES | JANITORIAL SERVICE FOR DEC 201 | 1,969.09 |
| P89457 | 00179597 | PACIFIC AIR CONTROL INC | LB QUARTERLY HVAC MAINT | 282.51 |
| <i>Org Key: PR6700 - I90 Park Maintenance</i> | | | | |
| P89438 | 00179556 | CAMDEN GARDENS | 2016 Aljoya & Aubrey Davis Par | 410.63 |
| <i>Org Key: VCP402 - CIP Water Salaries</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | WEF BK | 226.67 |
| <i>Org Key: VCP426 - CIP Sewer Salaries</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | WEF BK | 226.67 |
| P89340 | 00179637 | WEF | Membership - A. Tonella Howe | 183.00 |
| <i>Org Key: VCP432 - CIP Storm Drainage Salaries</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | INTNL EROSION CNTRL ASSC | 824.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | WEF BK | 226.66 |
| <i>Org Key: WG107R - Luther Burbank Admin Bldg Rep</i> | | | | |

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| P89482 | 00179635 | WAVE ELECTRICAL LLC | STAIR WELL LIGHTING UPGRADE | 1,561.47 |
| <i>Org Key: WG110T - Computer Equip Replacements</i> | | | | |
| P89374 | 00179557 | CDW GOVERNMENT INC | Fiber SFP transceiver | 708.19 |
| P89374 | 00179557 | CDW GOVERNMENT INC | Cisco Fiber Expansion Module - | 568.69 |
| <i>Org Key: WG131E - Fire Equipment</i> | | | | |
| P89442 | 00179570 | FIRST RESPONSE EMERGENCY EQUPT | Short Cuff Gloves | 4,112.82 |
| P89442 | 00179570 | FIRST RESPONSE EMERGENCY EQUPT | Gear Bags | 1,592.13 |
| <i>Org Key: WP310D - Street End - Calkins Landing</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | USPS 54530695525103128 | 5.95 |
| <i>Org Key: WS710R - General Sewer Sys Improvements</i> | | | | |
| P88269 | 00179568 | EVERSON'S ECONO-VAC INC | SANITARY SEWER CLEANING & | 74,529.40 |
| <i>Org Key: WW526R - Madrona Crest West Water Sys</i> | | | | |
| P86755 | 00179613 | STANTEC CONSULTING SRVS INC | MADRONA CREST WEST WATER | 4,495.84 |
| <i>Org Key: WW528R - 9700 Block SE 41st Watermain</i> | | | | |
| P89421 | 00179612 | SOUND PUBLISHING INC | Ntc: Bids 9700 Block SE 41st S | 192.11 |
| <i>Org Key: XG300R - Fire Station 92 Replacement</i> | | | | |
| P89432 | 00179574 | HEDEEN & CADITZ PLLC | Professional Services - FS 92 | 1,200.00 |
| P89432 | 00179574 | HEDEEN & CADITZ PLLC | Professional Services - FS 92 | 90.00 |
| <i>Org Key: XR541C - Safe Routes - Madrona Crest</i> | | | | |
| P86755 | 00179613 | STANTEC CONSULTING SRVS INC | MADRONA CREST WEST WATER | 2,445.00 |
| <i>Org Key: XW540R - Water Contamination Response</i> | | | | |
| P88714 | 00179606 | S&B INC | MAIN WATER RESERVOIR WATER | 1,270.20 |
| <i>Org Key: YF1100 - YFS General Services</i> | | | | |
| P85479 | 00179640 | XEROX CORPORATION | Use charges for 11/20/15 to 12 | 271.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SAHARA PIZZA | 270.20 |
| P89452 | 00179566 | DUNBAR ARMORED | JAN 2016 Armored Car Service | 233.01 |
| | 00179628 | US BANK CORP PAYMENT SYS | AFP LOCKBOX MEMBERSHIP | 225.00 |
| P89372 | 00179563 | DATAQUEST LLC | Background checks for voluntee | 222.00 |
| P89369 | 00179640 | XEROX CORPORATION | Lease charges for Xerox 255 (L | 182.44 |
| P85479 | 00179640 | XEROX CORPORATION | 2015 Lease charges for Color C | 160.26 |
| | 00179553 | BODMER, TAMMY M | GFTH SUPPLIES | 145.00 |
| | 00179590 | MATTSON, JULIE | RETREAT SUPPLIES | 54.54 |
| | 00179628 | US BANK CORP PAYMENT SYS | USPS 54530602535107903 | 49.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SOUND CIRCULATION | 39.00 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 28.63 |
| | 00179564 | DEPT OF ENTERPRISES SERVICES | BUSINESS CARD PRNTG DEC 2015 | 27.56 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | SQ *MERCER ISLAND ROTARY | 20.00 |
| <i>Org Key: YF1200 - Thrift Shop</i> | | | | |
| P89496 | 00179592 | MICHAEL SKAGGS ASSOCIATES | JANITORIAL SERVICE FOR DEC 201 | 1,761.65 |
| P89452 | 00179566 | DUNBAR ARMORED | JAN 2016 Armored Car Service | 488.88 |
| P89456 | 00179597 | PACIFIC AIR CONTROL INC | THRIFT STORE QUARTERLY HVAC MA | 309.61 |
| | 00179628 | US BANK CORP PAYMENT SYS | ULINE *SHIP SUPPLIES | 106.22 |

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| PO # | Check # | Vendor: | Transaction Description | Check Amount |
|---|----------|--------------------------|--------------------------------|--------------|
| | 00179598 | PHILEN, SUZANNE | SUPPLIES | 47.17 |
| | 00179560 | COMPLETE OFFICE | PHONE USE DEC 2015 | 45.17 |
| | 00179628 | US BANK CORP PAYMENT SYS | RITE AID STORE - 5197 | 35.59 |
| | 00179628 | US BANK CORP PAYMENT SYS | RITE AID STORE - 5197 | 21.08 |
| | 00179628 | US BANK CORP PAYMENT SYS | MERCER ISLAND TRUE VALUE | 13.78 |
| <i>Org Key: YF2100 - School/City Partnership</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | PESI INC | 193.75 |
| <i>Org Key: YF2300 - VOICE Program</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | IN *SHIFTBOARD INC. | 262.80 |
| | 00179628 | US BANK CORP PAYMENT SYS | OFFICEMAX/OFFICEDEPOT #63 | 10.95 |
| <i>Org Key: YF2600 - Family Assistance</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 2,000.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 1,000.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | TARGET 00019471 | 850.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5839 | 101.25 |
| P89289 | 00179601 | PUGET SOUND ENERGY | Utility Assistance for Emergen | 53.59 |
| | 00179628 | US BANK CORP PAYMENT SYS | SHELL OIL 57424192508 | 50.00 |
| <i>Org Key: YF2800 - Fed Drug Free Communities Gran</i> | | | | |
| | 00179628 | US BANK CORP PAYMENT SYS | CADCA ALEXANDRIA VA | 595.00 |
| | 00179628 | US BANK CORP PAYMENT SYS | CTC*CONSTANTCONTACT.COM | 79.94 |
| | 00179628 | US BANK CORP PAYMENT SYS | EIG*HOMESTEAD | 20.99 |
| | 00179628 | US BANK CORP PAYMENT SYS | STARBUCKS #03310 MERCER I | 16.37 |
| | 00179628 | US BANK CORP PAYMENT SYS | QFC #5806 | 7.99 |
| Total | | | | 1,471,281.43 |



CITY OF MERCER ISLAND
CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING 1/1/2016
PAYROLL DATED 1/8/2016

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 | | | Amount |
|---------------------------|-------------------|--------|------------|
| Payroll Checks | 62896453-62896476 | | 94,566.48 |
| Direct Deposits | | | 439,224.98 |
| Void/Manual Adjustments | | | - |
| Tax & Benefit Obligations | | | 278,598.02 |
| Total Gross Payroll | | 1/8/16 | 812,389.48 |



CITY OF MERCER ISLAND PAYROLL SUMMARY

| PAYROLL PERIOD ENDING | 1/1/2016 |
|---|------------|
| PAYROLL DATED | 1/8/2016 |
| Net Cash | 533,791.46 |
| Net Voids/Manuals | 0.00 |
| Federal Tax Deposit - Key Bank | 96,121.91 |
| Social Security and Medicare Taxes | 51,137.90 |
| Medicare Taxes Only (Fire Fighter Employees) | 1,710.56 |
| Public Employees Retirement System 1 (PERS 1) | 153.89 |
| Public Employees Retirement System 2 (PERS 2) | 20,946.42 |
| Public Employees Retirement System 3 (PERS 3) | 5,183.91 |
| Public Employees Retirement System (PERSJM) | 597.36 |
| Public Safety Employees Retirement System (PSERS) | 167.86 |
| Law Enforc. & Fire fighters System 2 (LEOFF 2) | 23,158.19 |
| Regence & LEOFF Trust - Medical Insurance | 14703.12 |
| Domestic Partner/Overage Dependant - Insurance | 1,165.51 |
| Group Health Medical Insurance | 1,350.08 |
| Health Care - Flexible Spending Accounts | 2,512.28 |
| Dependent Care - Flexible Spending Accounts | 1,471.17 |
| United Way | 340.10 |
| ICMA Deferred Compensation | 41,512.15 |
| Fire 457 Nationwide | 8,476.08 |
| 401 - Nationwide | 1,060.00 |
| ROTH - ICMA | 360.00 |
| Child Support | 1,540.08 |
| Chapter 13/Garnishments | 1,331.00 |
| MI Employees' Association | 137.50 |
| Cities & Towns/AFSCME Union Dues | 0.00 |
| Police Union Dues | 0.00 |
| Fire Union Dues | 1,830.03 |
| Fire Union - Supplemental Dues | 143.00 |
| Standard - Supplemental Life Insurance | 0.00 |
| Unum - Long Term Care Insurance | 1,355.67 |
| AFLAC - Supplemental Insurance Plans | 0.00 |
| GET - Guarantee Education Tuition of WA | 0.00 |
| Coffee Fund | 36.00 |
| Transportation | 96.25 |
| Miscellaneous | 0.00 |

| | |
|----------------------------|----------------------|
| TOTAL GROSS PAYROLL | \$ 812,389.48 |
|----------------------------|----------------------|



**CITY OF MERCER ISLAND
CERTIFICATION OF PAYROLL**

PAYROLL PERIOD ENDING **1/15/2016**
PAYROLL DATED **1/22/2016**

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 | | Amount |
|----------------------------|-------------------|-------------------|
| Payroll Checks | 62899866-62899873 | 13,228.46 |
| Direct Deposits | | 439,760.99 |
| Void/Manual Adjustments | | 71,371.62 |
| Tax & Benefit Obligations | | 273,645.94 |
| Total Gross Payroll | | 798,007.01 |

**CITY OF MERCER ISLAND****PAYROLL SUMMARY**

| PAYROLL PERIOD ENDING | 1/15/2016 |
|---|------------------|
| PAYROLL DATED | 1/22/2016 |
| Net Cash | 452,989.45 |
| Net Voids/Manuals | 71,371.62 |
| Federal Tax Deposit - Key Bank | 97,210.26 |
| Social Security and Medicare Taxes | 47,454.80 |
| Medicare Taxes Only (Fire Fighter Employees) | 1,998.50 |
| Public Employees Retirement System 1 (PERS 1) | 153.89 |
| Public Employees Retirement System 2 (PERS 2) | 20,659.47 |
| Public Employees Retirement System 3 (PERS 3) | 4,895.27 |
| Public Employees Retirement System (PERSJM) | 603.96 |
| Public Safety Employees Retirement System (PSERS) | 161.27 |
| Law Enforc. & Fire fighters System 2 (LEOFF 2) | 22,922.58 |
| Regence & LEOFF Trust - Medical Insurance | 14,930.14 |
| Domestic Partner/Overage Dependant - Insurance | 1,165.51 |
| Group Health Medical Insurance | 1,350.08 |
| Health Care - Flexible Spending Accounts | 2,540.28 |
| Dependent Care - Flexible Spending Accounts | 1,471.17 |
| United Way | 210.10 |
| ICMA Deferred Compensation | 34,063.97 |
| Fire 457 Nationwide | 8,759.62 |
| ROTH IRA | 670.00 |
| 401K Deferred Comp | 750.00 |
| Chapter 13/Garnishments | 2,871.08 |
| MI Employees' Association | 140.00 |
| Cities & Towns/AFSCME Union Dues | 2,211.95 |
| Police Union Dues | 2,419.06 |
| Fire Union Dues | 1,830.03 |
| Fire Union - Supplemental Dues | 143.00 |
| Standard - Supplemental Life Insurance | 255.00 |
| Unum - Long Term Care Insurance | 1,672.70 |
| AFLAC - Supplemental Insurance Plans | 0.00 |
| Coffee Fund | 36.00 |
| Transportation | 96.25 |
| Miscellaneous | 0.00 |

| | |
|----------------------------|----------------------|
| TOTAL GROSS PAYROLL | \$ 798,007.01 |
|----------------------------|----------------------|



CITY COUNCIL MINUTES

REGULAR MEETING

JANUARY 4, 2016

CALL TO ORDER & ROLL CALL

City Clerk Ali Spietz called the meeting to order at 7:00 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

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

SPECIAL BUSINESS

AB 5145 Councilmember Oaths of Office and Mayor and Deputy Mayor Elections

City Clerk Ali Spietz welcomed the audience and explained the process for administering the oaths of office to recently elected Councilmembers and conducting the Mayor and Deputy Mayor elections.

City Clerk Spietz administered the Oaths of Office to newly elected Councilmembers David Wisenteiner and Wendy Weiker and re-elected Councilmembers Bruce Bassett and Debbie Bertlin.

City Clerk Spietz called for nominations from the floor for the office of Mayor for 2016-2017. Councilmember Wong nominated Bruce Bassett. There were no other nominations. Councilmember Bassett was elected Mayor by a unanimous voice vote of 7-0.

City Clerk Spietz called for nominations from the floor for the office of Deputy Mayor for 2016-2017. Councilmember Sanderson nominated Debbie Bertlin. There were no other nominations. Councilmember Bertlin was elected Deputy Mayor by a unanimous voice vote of 7-0.

City Clerk Spietz administered the Mayoral Oath of Office to Mayor Bassett and the Deputy Mayoral Oath of Office to Deputy Mayor Bertlin. She then turned the meeting over to Mayor Bassett.

City Manager Transition

Bruce Bassett spoke about Noel Treat's departure from the City to become General Counsel for Seattle Public Schools. He noted that there will be an Interim City Manager for six months while the City hires a permanent City Manager.

New Seasons Market Recognition – Public Parking

Mayor Bassett and Sustainability & Communications Manager Ross Freeman welcomed New Seasons Market to Mercer Island and spoke about the commuter parking that would be available on the property until the store opens in the fall of 2016.

Councilmember Seating

Mayor Bassett noted that Councilmembers would choose their seats at the dais during the Planning Session in a few weeks.

APPEARANCES

Carv Zwingle, 6250 East Mercer Way, asked the Council for a full and honest disclosure regarding MICA.

Katherine Taylor, PSE Senior Local Government Affairs Representative, 355 110th Ave NE, Bellevue, spoke about the City's Legislative Priorities regarding transitioning away from coal.

Rich Hill, Counsel for Legacy Partners, spoke about transportation impact fees.

Eric Swenson, 8541 East Mercer Way, read a statement from Gary Robinson regarding bow waves and the MICA lease.

Meg Lippert, 4052 94th Ave SE, read a letter from Betty Johnston regarding her opposition to siting MICA in Mercerdale Park.

Nancy Stewart, 6505 SE 28th Street, spoke in favor of building MICA at Mercerdale Park.

Al Lippert, 4052 94th Ave SE, read a statement from Peter Struck regarding the MICA lease for a portion of Mercerdale Park and asked for a citizens' advisory vote.

Jessi Wasson, 4180 West Mercer Way, the Development Director for YTN, spoke about the non-profit process and encouraged Council to let MICA work it out.

Tom Acker, spoke about starting a strategic think tank. He supports the concept of MICA and YTN and would like to see an amicable resolution. He also spoke in support of implementing impact fees and read his top 10 list of priorities.

Cy Baumgartner, 4851 90th Place, spoke about MICA and spoke in support of a citizen advisory vote.

Bonnie Godfred, 2920 74th Ave SE, supports YTN and MICA, but does not support using park space for commercial purposes.

John Gordon Hill, 8914 SE 56th Street, thanked the Council for allowing MICA to proceed on the abandoned recycling site and stated that MICA will add great value to the community.

Robert Thorpe, 2737 SE 27th Street, congratulated the new Councilmembers. He spoke about New Seasons Market, transportation impact fees, and exempting non-profit organizations from impact fees.

Terry Moreman, Mercer Island Chamber of Commerce Director, 3628 72nd Place SE, spoke about delaying the adoption of transportation impact fees.

Traci Granbois, 8440 SE 82nd Street, spoke about transparency and access to public records. She noted the statutory warranty deed requirement that the Mercer Island School District remove the recycling center.

Ira Appelman, 4436 Ferncroft Road, spoke about Noel Treat's departure from the City and New Seasons Market commuter parking. He objects to transportation impact fees as he believes it will give money to MICA. He also spoke about the Interim City Manager pay rate and does not agree with Council's legislative priorities which he believes damage the public records act.

CONSENT CALENDAR

Payables: \$137,440.55 (12/10/15), \$531,571.81 (12/16/15), \$507,655.95 (12/23/15) & \$369,400.90 (12/30/15)
Recommendation: Certify that the materials or services hereinbefore specified have been received and that all warrant numbers listed are approved for payment.

Payroll: \$785,878.57 (12/11/15), \$759,393.09 (12/24/15)
Recommendation: Certify that the materials or services specified have been received and that all fund warrants are approved for payment.

Minutes: (1) October 19, 2015 Mercer Island Transportation Benefit District Meeting and (2) December 7, 2015 City Council Regular Meeting
Recommendation: Adopt the City Council meeting minutes as written.

It was moved by Wong; seconded by Bertlin to:

Approve the Consent Calendar and the recommendations contained therein.

Passed 7-0

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

REGULAR BUSINESS

AB 5143 Transportation Impact Fees Ordinance (3rd Reading)

DSG Director Scott Greenberg presented the following eight options for exempting all non-residential uses or only retail and restaurant uses from paying the proposed Transportation Impact Fees:

1. Exempt all non-residential land uses throughout Mercer Island.
2. Exempt retail and restaurant uses throughout Mercer Island.
3. Exempt all residential and non-residential land uses and redevelopment in the Town Center.
4. Exempt new and redeveloped retail and restaurant uses in the Town Center.
5. Do not charge a TIF for changes in use (redevelopment). This could be throughout Mercer Island or limited to the Town Center zone.
6. Reduce TIF rates in the Town Center by 20% in recognition of lower vehicle trip making.
7. Delay further discussion of TIF until completion of both the Comprehensive Plan update and Town Center visioning and code work. (Staff recommendation)
8. Do not adopt TIFs.

It was moved by Grausz; seconded by Wong to:

Adopt Ordinance No. 16C-01 (Option 2) establishing a new chapter 19.19 of the Mercer Island City Code, entitled "Transportation Impact Fees."

It was moved by Grausz; seconded by Bertlin to:

Amend the Ordinance to include a fourth and fifth whereas as follows:

WHEREAS, in order to address the increasing difficulty that Islanders face in accessing retail and restaurant uses outside the City, it is necessary to encourage such uses within the City; and

WHEREAS, the City has already seen a loss of restaurant and retail uses that the Council desires to avoid perpetuating; and

It was moved by Sanderson; seconded by Bertlin to:

Call the question.

Passed 6-1

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

AGAINST: 1 (Grausz)

Motion to Amend Passed 7-0

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

Amended Motion Passed 7-0

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

AB 5144 Department of Natural Resources (DNR) Aquatic Lands Lease for Luther Burbank Park

Parks Superintendent Paul West presented information to the Council about how the City leases second class shorelands from DNR along the eastern portion of the Luther Burbank Park waterfront, which is up for renewal. He noted that the recently-performed survey of the land, subject to the lease required for the lease renewal, uncovered a discrepancy about the location of the actual boundary and the boundary presumed in previous leases. He explained that the discrepancy results in the City now being required to pay a lease fee for the non-water dependent use of the shorelands.

AB 5142 2016 Legislative Priorities

Assistant City Manager Kirsten Taylor presented the final version of the City's 2016 Legislative Priorities.

Councilmember Sanderson requested that the priorities regarding education be moved to the top of the list. The Council discussed whether or not to prioritize all of the priorities.

It was moved by Bertlin; seconded by Wong to:

Adopt the City of Mercer Island 2016 State Legislative Priorities as amended (moving Education Priorities to the top of the list.)

Passed 7-0

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

It was moved by Wong; seconded by Bertlin to:

Extend the City Council meeting past 10:00 pm to finish the agenda.

Passed 7-0

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

AB 5146 Interim City Manager Appointment

Human Resources Director Kryss Segle spoke about the process for hiring an Interim City Manager and the Subcommittee's recommended candidate.

EXECUTIVE SESSION

At 10:10 pm, Mayor Bassett convened an Executive Session to evaluate the qualifications of an applicant for public employment pursuant to RCW 42.30.110(1)(g) for approximately 15 minutes.

At 10:27 pm, Mayor Bassett adjourned the Executive Session and the Regular Meeting reconvened.

Councilmembers Grausz and Wisenteiner asked questions about compensation.

It was moved by Grausz; seconded by Wong to:

Authorize the Mayor to sign an employment agreement with Steve Lancaster for Mercer Island Interim City Manager effective January 12, 2016 amending section 2A to weekly salary of \$4400.

Passed 7-0

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

OTHER BUSINESS

Councilmember Absences

There were no absences.

Planning Schedule

Councilmember Grausz requested that the agenda item regarding MICA on the January 19 meeting would be to discuss and vote on the MICA lease. Mayor Bassett responded that staff will reword the title.

Councilmember Sanderson asked about receiving on the Joint Commission's progress on the Town Center Visioning and Development Code process. Assistant City Manager Taylor stated that DSG Director Greenberg would be providing a written update in advance of the open house. Councilmember Grausz noted that the Council will also receive an update during the Planning Session.

Mayor Bassett spoke about dates and times for the 2016 Planning Session. He asked Councilmembers to send him topics that they would like to discuss during the Planning Session.

Board Appointments

There were no appointments.

Mayor Bassett noted that he would be making liaison appointments to committees. He requested that Councilmembers provide input as to which committees they would like to be on and passed out liaison assignment information.

Councilmember Reports

Councilmember Wong spoke about the performance audit of the City's Maintenance Department, providing the City's legislative agenda to SCA, and encouraged everyone to vote on February 9th.
Deputy Mayor Bertlin thanked HR Director Kryss Segle and the Subcommittee for their work on hiring an Interim City Manager.
Mayor Bassett thanked the Council for putting their trust in him by voting for him for Mayor again.

ADJOURNMENT

The Regular Meeting adjourned at 11:05 pm.

Bruce Bassett, Mayor

Attest:

Allison Spietz, City Clerk



CITY COUNCIL MINUTES

REGULAR MEETING

JANUARY 19, 2016

CALL TO ORDER & ROLL CALL

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

Mayor Bruce Bassett, Deputy Mayor Debbie Bertlin (arrived 6:09), and Councilmembers Dan Grausz, Jeff Sanderson, David Wisenteiner, Wendy Weiker, and Benson Wong were present.

STUDY SESSION

AB 5147 Water Advisory Event Update

Utilities Operation Manager Brian McDaniel and Melinda Friedman from Confluence Engineering Group provided a brief history of the water advisory event and an update on the work that has been completed or is currently underway in the Long-Term Action Plan.

There was unanimous support from the Council for moving forward with hiring a contract employee to monitor water quality and implement/manage the Cross Connection Control Program. This position will be funded through 2018 from a portion of the rate funded \$550,000 per year previously authorized by Council to address the specific operating and capital improvements following the Water Advisory Event.

AGENDA AMENDMENT

It was moved by Sanderson; seconded by Weiker to:

Amend the agenda to include a Regular Business item to discuss and pass a Resolution regarding State Officials compliance with the Supreme Court's orders in the McCleary case (Paramount Duty Resolution).

Passed 7-0

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

APPEARANCES

Jeff Bender, 2438 71st Ave SE, is opposed to MICA being located at Mercerdale Park and changing park use.

Verl Hill, 8316 SE 57th Street, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Claudia Balducci, King County Councilmember for District 6, spoke in support of the MICA project.

Tom Acker, 2427 84th Ave SE, and Nancy Hewitt-Spaeth, 8320 SE 34th Street, spoke about (1) communication and outreach, (2) if the people involved with decision makings stand to benefit from the decisions, and (3) Town Center up-zoning.

June Dunbabin, 3049 71st Ave SE, supports MICA and read a statement from her son, Rob Dunbabin, 3666 93rd Ave SE, who supports YTN, but has concerns about the lease and location of MICA.

Derek Poppy, 788 110th Ave SE, Bellevue, a YTN alum, spoke on behalf of YTN Executive Director Manny Cawaling about the importance of MICA for YTN.

Steve Parkinson, 7646 North Mercer Way, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Cyrus Fiene, 20311 92nd Ave, Edmonds, Interim President for the Russian Chamber Music Foundation of Seattle, spoke about his and the organization's support for MICA.

Kathy Gersch, 9146 SE 54th Street, spoke in favor of the lease and the MICA project.

Yvonne Willard, 7520 86th Ave SE, supports the MICA lease.

Robin Parkinson, 7646 North Mercer Way, spoke in favor of YTN and the lease for MICA.

Dirk Van Der Burch, 3204 74th Ave SE, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Bruce Lorig, 12 Evergreen Lane, supports the lease for MICA.

Susan Zahniser, 7433 West Mercer Way, founding MICA Board Member, supports YTN and the MICA lease.

Jane Hargarft, 7660 SE 40th Street, spoke in support of the MICA lease.

Becky Snellenberg, 8845 SE 37th Street, spoke in favor of the MICA lease and read a letter from AMS consulting group attesting to MICA's projected operating plan and budget.

Peter Hutt, 7232 93rd Ave SE, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Kyle Gerstel, 2937 74th Ave SE, spoke about his support for YTN and MICA.

Jessi Wasson, 4180 West Mercer Way, a YTN alum and current Development Director for YTN, spoke on behalf of Hillary (a YTN alum) who supports YTN and MICA.

Sue Sherwood, 7444 West Mercer Way, spoke about her professional experience and role as a MICA board member and her support of the MICA project and lease.

Jim Eanes, 76th Ave SE, spoke in favor of the MICA project and lease.

Al Lippert, 4052 94th Ave SE, does not think the lease should be signed until June 2016 per the current agreement between the City, YTN and MICA.

Meg Lippert, 4052 94th Ave SE, spoke about her questions and concerns regarding the draft MICA lease document.

Duane Matthews, 7817 SE 75th Place, spoke in favor of the MICA project and lease.

Karen Beck, 4813 East Mercer Way, spoke about her support for the MICA project and lease.

Ira Appelman, 4436 Ferncroft Road, spoke about defending parks and campaigns he has led for fighting the changing of uses in parks.

Peter Struck, 9130 SE 54th Street, spoke about his concerns with the draft MICA lease.

Alma Borbe, 2438 74th Ave SE, spoke in opposition to changing the use in Mercerdale park.

Bernel Goldberg, 5232 88th Ave SE, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Traci Granbois, 8440 SE 82nd Street, spoke in opposition to siting MICA at Mercerdale Park.

Ben Pariser, 3861 80th Ave SE, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Markus Kunz, 4220 91st Ave SE, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Anna Gorden, 3856 81st Ave SE, spoke about her professional experience and role as a MICA board member and her support of the MICA project and lease.

Josh Rosenstein, 9789 SE 41st Street, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Debbie Gerstel, 2937 74th Ave SE, spoke about her experience in environmental technology and about doing other things that impact the earth than saving one wetland. She supports YTN and MICA as they provide services to kids who do not play sports.

Liz Sanderson, 3985 92nd Place SE, spoke in favor of the MICA project and lease.

Lesley Bain, 4180 West Mercer Way, spoke about the 1994 Town Center Vision that called for a theater in the middle of the downtown area.

John Gordon Hill, 8914 SE 56th Street, spoke about his professional experience and role as a MICA board member and his support of the MICA project and lease.

Lloyd Gilman, 80th Ave SE, spoke in opposition to MICA being located at Mercerdale Park.

James Bellitto, 8761 Island Heights Lane, stated that MICA could promote diversity.

Bob Medved, 7238 SE 32nd Street, spoke about his concerns with the draft MICA lease.

CONSENT CALENDAR

Payables: \$150,909.19 (01/07/16)

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

It was moved by Wong; seconded by Bertlin to:

Approve the Consent Calendar and the recommendations contained therein.

Passed 7-0

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

REGULAR BUSINESS

AB 5149 Discuss Ground Lease with the Mercer Island Center for the Arts ("MICA") for use of the Recycling Center site at Mercerdale Park

City Attorney Kari Sand presented the proposed ground lease with MICA for use of the Recycling Center site at Mercerdale Park. The revised lease incorporated Council feedback from the November 16, 2015 meeting, and the recent redesign by MICA changing the layout and location of the Center to avoid direct impacts to the nearby Category III wetland.

There was consensus from the Council to support the lease as the instrument for moving forward with MICA and review any issues with the lease, but not approve the lease at this meeting.

The Council reviewed the lease in detail and provided feedback to staff regarding certain provisions. Staff will return with a revised lease for Council's consideration at a future meeting.

It was moved by Wong; seconded by Sanderson to:
Extend the City Council meeting past 10:00 pm to finish the agenda.
Passed 7-0
FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Wisenteiner, Weiker, Wong)

AB 5140 Conservation Easements Presentation

City Attorney Kari Sand presented information about conservation easements prior to scheduling the Coval Long Plat for final approval. She noted that there are two tree conservation easements (TCEs) proposed for the Coval Long Plat and that the purpose of these TCEs is to restrict the use and development of the easement area to promote the public health, safety and general welfare of the citizens of Mercer Island, including minimizing the risk of erosion and landslides, preserving trees for the reduction of noise, wind protection, slope stabilization, animal habitat, and reduction of air pollution. She also noted that the Coval lot owners, not the City, would be in the best position to manage the tree conservation easement areas.

AB 5150 City Manager Recruitment Firm Selection

Human Resources Director Kryss Segle presented information regarding the general process that the Council can expect from an executive-level recruitment process. She also spoke about each of the four (out of nine) firms who responded to the request for proposals, who most closely matched the City's recruitment needs.

It was moved by Wong; seconded by Wisenteiner to:
Authorize the Mayor to sign a recruitment services agreement with the Prothman Company for the position of City Manager.
Passed 7-0
FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Wisenteiner, Weiker, Wong)

AB 5148 Maintenance Department Fleet and Organizational Performance Audit

Maintenance Director Jason Kintner presented the scopes of work and consultant costs for the fleet and organization audit for the Maintenance Department.

It was moved by Grausz; seconded by Wisenteiner to:
Authorize staff to enter into a contract for consultant services for the Maintenance Department fleet audit and organizational performance audit.
Passed 7-0
FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Wisenteiner, Weiker, Wong)

No AB Paramount Duty Resolution

Councilmember Sanderson presented a resolution for the City Council to consider requesting that State Officials promptly and fully comply with the Supreme Court's orders in the McCleary case. He proposed adding language to the resolution that mirrors the City's 2016 Legislative Priorities.

It was moved by Sanderson; seconded by Grausz to:
Pass Resolution No. 1511 (as amended) requesting that State Officials promptly and fully comply with the Supreme Court's orders in the McCleary case.
Passed 7-0
FOR: 7 (Bassett, Bertlin, Grausz, Sanderson, Wisenteiner, Weiker, Wong)

OTHER BUSINESS

Councilmember Absences

There were no absences.

Planning Schedule

The Council moved the February 16 meeting to February 22.

Mayor Bassett noted that the 2016 Planning Session will be held at the Mercer Island Community & Event Center this weekend, January 22-23.

Councilmember Grausz asked to have the MICA lease on February 22. The Council discussed timing, revisions to the lease and SEPA.

Board Appointments

There were no appointments

Councilmember Reports

Councilmember Weiker noted that the MIYFS Giving from the Heart breakfast is on February 11.

EXECUTIVE SESSION

At 12:07 am, Mayor Bassett convened an Executive Session pursuant to RCW 42.30.140(4)(b) for approximately 10 minutes to discuss planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

At 12:17 am, the Mayor adjourned the Executive Session and the Regular Meeting reconvened.

ADJOURNMENT

The Regular Meeting adjourned on Wednesday, January 20, 2016 at 12:17 am.

Bruce Bassett, Mayor

Attest:

Allison Spietz, City Clerk



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

**AB 5152
February 1, 2016
Regular Business**

**POLICE & POLICE SUPPORT 2016 - 2017
COLLECTIVE BARGAINING AGREEMENTS**

Proposed Council Action:

Approve Collective Bargaining Agreements for Police and Police Support Bargaining Units

DEPARTMENT OF

Human Resources (Kryss Segle) & Police (Ed Holmes)

COUNCIL LIAISON

n/a

EXHIBITS

1. Proposed Police Collective Bargaining Agreement (January 2016 - December 2017)
2. Proposed Police Support Collective Bargaining Agreement (January 2016 - December 2017)

APPROVED BY CITY MANAGER

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

SUMMARY

For the past few months, the City of Mercer Island bargaining team has been meeting with members of the Police Association to negotiate successor collective bargaining agreements (CBAs) for Police officers and for Police Support employees. The City's bargaining team is comprised of Police Chief Ed Holmes, Human Resources Director Kryss Segle, City Attorney Kari Sand, and Police Commanders Leslie Burns and Dave Jokinen.

Collective bargaining negotiating sessions with unions and discussions with the City Council regarding bargaining strategy and proposals are exempt from the Open Public Meetings Act pursuant to RCW 42.30.140. This allows the City's bargaining team to consider the union's proposals or positions during negotiations in a forum that will not undermine the employer-employee relationship, as well as to provide the City Council the same flexibility given to the union to freely and confidentially discuss labor negotiation strategies.

The City Council has been briefed on the terms and conditions of both proposed two-year CBAs.

POLICE CBA

The Police CBA provides the following:

First Year:

- Apply COLA (cost of living adjustment) of 0.5% (100% of CPI-W Semi-Annual Index) effective 1/1/2016. Cost: \$13,993

- Establish a 2% premium for patrol officers assigned to the night shift. Patrol officers pick their shifts by seniority. The 2% premium was established to encourage senior officers to work the less desirable night shift in order to promote a more balanced distribution of senior and junior officers on both the day and night shifts. The cost of establishing the 2% night shift premium is approximately \$20,000 per year. The City realized an annual savings of approximately \$57,000 in overtime costs by moving from a 6-on/3-off patrol schedule to a trial period of a new 12-hour shift schedule model beginning in 2014. This new 12-hour shift schedule will now become permanent under the terms of this new agreement. Therefore, the cost of establishing the night shift premium is fully covered by the overtime savings realized by moving to the 12-hour shift model. Cost: \$20,000
- Add \$2,000 plus COLA to the \$9,000 base of the existing Service Award Benefit (Exhibit A to CBA). This base amount of \$9,000 has been unchanged since the benefit was first established in 1996. Cost: \$2,010 (This is based on an expectation that one officer will retire in 2016. The cost is covered by salary savings realized from the difference of the retiring officer's salary versus the new officer's salary.)

Second Year:

- Apply COLA based on 100% of the CPI-W Semi-Annual Index. Cost: Unknown at this time
- Apply a market adjustment of 0.5%. This adjustment is in recognition that the market (made up of 10 surrounding Police Departments) will receive an average of 2.5% in salary adjustments over the next two years. The market adjustment will ensure that Mercer Island does not lose ground in relation to the midpoint of the market over the next two years. Approximate Cost: \$14,300
- Add an additional \$1,000 to the base of the existing Service Award Benefit (Exhibit A to CBA). Cost: \$1,055 (This is based on the assumption of a 2% COLA in 2017 and on an expectation that one officer will retire in 2017. The cost is covered by salary savings realized from the difference of the retiring officer's salary versus the new officer's salary.)

The Police Association is comprised of 29 union members, including 7 sergeants, 4 corporals, and 18 officers. Salaries (excluding overtime) and benefits in 2015 equaled \$3,868,102. The financial terms resulting from this tentative agreement increase salaries and benefits by 0.88% in 2016 and by 0.52% (excluding COLA) in 2017.

POLICE SUPPORT CBA

The Police Support CBA provides the following:

First Year:

- Apply COLA of 0.5% (100% of CPI-W Semi-Annual Index) effective 1/1/2016. Cost: \$1,245
- Eliminate the position of Lead Records Clerk and establish a premium pay percentage of either 3% or 5% for particular duties associated with the elimination of the position. Cost: \$0 (This cost is covered by the elimination of the lead position through attrition; the former Lead Records Clerk retired effective 12/31/2015. Salary savings associated with this retirement and the elimination of the lead position equals approximately \$9,000 in 2016.)
- Establish education incentive pay for the positions of Marine Patrol Technician and Police Support Officer based on the education incentive pay included in the Police CBA. Cost: \$3,300

Second Year:

- Apply COLA based on 100% of the CPI-W Semi-Annual Index. Cost: Unknown at this time

The establishment of education pay for the positions of Marine Patrol Technician and Police Support Officer more accurately aligns these two positions with the Commissioned employees covered in the

Police CBA. The salaries of the two positions are currently tied to 75% of the Police Officer wages, as the employees filling these positions work alongside the officers and have some similar duties.

The Police Support Unit is comprised of 4 union members who fill the positions of 1.5 Records Clerks, .5 Evidence Technician, 1 Marine Patrol Technician, and 1 Police Support Officer. Salaries (excluding overtime) and benefits in 2015 equaled \$386,537. The financial terms resulting from this tentative agreement result in a zero percent increase in 2016 due to the retirement, and subsequent elimination of the Lead Records Clerk position. The 2017 increase is limited to 100% of the semi-annual CPI-W index (COLA), which is unknown at this time.

Following the initial briefing on the above terms and conditions, the City Council directed staff to present both of the CBAs set forth in Exhibits 1 and 2 to the City Council for approval.

RECOMMENDATION

Human Resources Director & Police Chief

MOVE TO: Authorize the Interim City Manager to sign the Police and Police Support Collective Bargaining Agreements with the Mercer Island Police Association for the period of January 1, 2016 through December 31, 2017, in substantially the form attached hereto as Exhibits 1 and 2, respectively.

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

MERCER ISLAND POLICE ASSOCIATION

(January 1, 2016 through December 31, 2017)

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AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON
and
MERCER ISLAND POLICE ASSOCIATION

This Agreement is by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association".

ARTICLE 1 - RECOGNITION AND UNION MEMBERSHIP

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its full-time and regular part time commissioned law enforcement personnel.
- 1.2 All employees, as a condition of continued employment, shall pay each month a service charge set by the Association but no more than regular Association dues and initiation fees to the Association as a contribution towards the administration of this Agreement.
- 1.3 The right of non-association of members of the Mercer Island Police Association based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times and such public employee shall have their eligibility established and shall pay such sum in such manner as is provided in RCW 41.56. et. seq. as amended.
- 1.4 Upon written authorization by an employee and approval by a representative of the Association, the Employer agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the Employer and save the Employer harmless from any and all claims, awards, judgments, attorney's fees or other litigation costs which may be made by an employee or employees against the Employer by virtue of the application of this section.
- 1.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this

Agreement, provided reasonable advance notification is given to the appropriate supervisor. Additionally, the employer shall allow up to an aggregate of nine (9) work days per year to allow delegates from the Mercer Island Police Guild to attend meetings of the Washington State Council of Police; provided that time spent in such endeavors shall not be considered compensable time within the meaning of the FLSA and; provided further that such delegates pay all of their own expenses in attending the above meetings. The Employer retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public safety.

ARTICLE 2 - DEFINITIONS

- 2.1 Probationary Employee. An employee who has not completed the first eighteen (18) month period of initial, continuous employment with the Mercer Island Police Department or a lateral transfer who is not required to complete the basic law enforcement academy and who has not completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department shall be classified as a probationary employee. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement and may be discharged without cause so long as the only information related to such discharge that the City places in that employee's personnel file is a letter specifying that the employee failed to pass probation.
- 2.2 Regular Employee. An employee who has successfully completed the first eighteen (18) month period of initial, continuous employment with the Mercer Island Police Department (probationary period) shall be classified as a regular employee. Also, a lateral transfer who is not required to complete the basic law enforcement academy and who has successfully completed the first twelve (12) month period of initial, continuous employment with the Mercer Island Police Department (probationary period) shall be classified as a regular employee. Regular employees receive benefits as set forth in this Agreement.
- 2.3 Anniversary Date. One year after an employee's date of hire and that date every year thereafter. In cases where an employee must leave the Department involuntarily, such as due to a disability retirement or layoff, and is subsequently rehired or reinstated, his anniversary date will be calculated from the employee's original date of hire for the purpose of computing longevity pay or vacation benefits.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.1 Non-Patrol Employees.

3.1.1 Normal Work Day. The normal work day for non-patrol employees shall consist of eight or ten consecutive hours. Other normal work days may be approved by mutual agreement.

3.1.2 Normal Work Schedule. The normal work schedule for non-patrol employees shall be either five consecutive days worked followed by two consecutive days off or four consecutive days worked followed by three consecutive days off. Other normal work schedules may be approved by mutual agreement of the Employer and the Association. Employees may be scheduled by the City to work any of the shifts established by the City.

3.1.3 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k), for non-patrol employees shall consist of twenty-eight consecutive days.

3.2 Patrol Employees.

3.2.1 Normal Work Day. The normal work day for patrol employees shall consist of twelve consecutive hours.

3.2.2 Normal Work Schedule. Shifts/squads. The normal work schedule for patrol employees will vary depending on shift/squad assignment. The configuration of the twelve hour shift schedule will be four shifts/squads. There will be two day shifts and two night shifts. The start time shall be 0600 for day shift and 1800 for night shift.

There will be two shift sequences. One will begin with three (3) days on, followed by four (4) days off, followed by four (4) days on followed by three (3) days off, followed by three (3) days on, followed by four (4) days off followed by four (4) days on, followed by three (3) days off. The other shift sequence will begin with three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on, followed by three (3) days off, followed by four (4) days on, followed by four (4) days off, followed by three (3) days on.

The day shift squads will alternate working on Wednesdays, making Wednesday their "flip day." The night shift squads will alternate working on Saturdays, making Saturday their "flip day."

The twelve hour shifts shall be bid annually in October by seniority. There shall be no off-shift bid. The City reserves the right to rearrange the work schedule for any employee in order to meet the operational needs of the Department. Operational changes shall be based upon objective facts and circumstances. Management shall notify the Association of the facts and circumstances of any schedule change prior to its implementation.

On each of the four shifts/squads, a member shall be assigned as the "early car." The purpose of the early car is to provide overlapping coverage between shift changes. The start time for the early car shall be 0500 for the day shift and 1700 for the night shift. Assignment to the early car shall be filled on a voluntary basis; if no shift/squad member volunteers, assignment shall be based on seniority.

3.2.3 Breaks. Patrol employees are entitled to two thirty-minute lunch periods and two fifteen-minute breaks during their twelve hour shift or as much time as may be required by law. Employees shall take these breaks at the discretion of their supervisors or as may be required by law.

3.2.4 Section 7(k) Work Period. The Section 7(k) work period under the Fair Labor Standards Act, 29 U.S.C., 207 (k), for patrol employees shall consist of fourteen consecutive days.

3.2.5 Kelly Days. Compensation for Extra Hours Worked. In order to compensate patrol employees for the extra hours worked resulting from the fourteen day/twelve hour shift schedule, each bargaining unit employee working the twelve hour shift shall receive a twelve-hour Kelly day each month the employee works the twelve hour shift for a maximum total of 12 Kelly days (or 144 hours) per year.

Kelly days shall be front loaded into patrol employees' leave bank every six months. In January, patrol employees shall receive a bank of six Kelly days (72 hours). In July, patrol employees shall receive an additional six Kelly days in their bank. If an employee only works part of the year in Patrol, his/her leave bank will be pro-rated for the months the employee actually works the twelve hour shift schedule. In the event the employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final wages due to the employee, or take other steps to recover such payments.

3.2.6 Kelly Days. Use/Forfeit. Kelly days may be taken at any time; however, the use of a Kelly day cannot result in overtime on the employee's shift, and Kelly days may not be taken during traditional black-out days.

Kelly days received in the first half of the year must be used by July 1 of each year or be *forfeited*. Kelly days received in the second half of the year must be used by December 31 of each year or be *forfeited*, unless cashed out in accordance with Article 10.5.

3.2.7 Training. The City shall not modify the normal work schedule for a training that is one week or less in duration; for such training, if the training does not last for twelve hours, the patrol employee is required to report to work and/or account for the remaining hours in the employee's twelve hour work day.

For training that lasts more than one week, all of the training hours shall be worked on the modified schedule.

3.3 Overtime. All hours worked under the following conditions shall be considered overtime and paid at one and one-half times the employee's regular rate of pay:

3.3.1 All hours worked, including court time, before or after the employee's normal work day;

3.3.2 All hours worked in excess of one hundred seventy-one hours in the Section 7(k) work period for non-patrol employees and all hours worked in excess of eighty-six hours in the Section 7(k) work period for patrol employees; and

3.3.3 All hours worked on a scheduled off duty day. Overtime must be authorized by the Employer. Time paid for but not worked shall not count as hours worked for purposes of computing overtime under Subsection 3.4.2. Hours paid at the overtime rate are not hours worked or paid hours for the purposes of computing longevity increments or retirement benefits.

3.4 Call Back. Any employee called in to work or required to appear in court after having completed the employee's normal work day or normal work schedule shall be paid a minimum of three hours at one and one-half times his regular rate of pay provided that such time is not a shift extension before or after a scheduled shift. Employees who are not notified by 5:00 P.M. on the day prior to a scheduled court appearance that their testimony is not necessary, shall receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice

mail, provided that such system electronically time/date stamps messages.

- 3.5 Shift Trades. Employees may trade shifts within their normal work schedule and between their normal work periods. Employees who trade shifts must notify their Division Head or the Division Head's designee of the trade and receive his approval. A record will be maintained of all shift trades by employees. Any shift which is voluntarily traded by an employee must be paid back within twelve months. If a voluntary shift trade causes an employee to work overtime as defined in Section 3.4, such employee will be compensated only for any overtime the employee would have worked in the absence of the voluntary shift trade.
- 3.6 Standby. Employees placed on standby by the Employer shall be paid one-half their applicable hourly rate of pay as set forth in Appendix A for each hour such employee is required to be on standby. Standby hours do not count as hours worked for purposes of computing overtime. If the employee is called back to work while on standby, standby pay shall cease as soon as the employee is called back to work.
- 3.7 Hazard Pay. Double Time for SOT and Dive Team Missions. When members of the Special Operations Team or Dive team respond to an actual mission (call-out), such responding members shall receive a rate of pay that is double their regular rate of pay. The standard three-hour minimum at the double time rate of pay shall apply to all members who respond to such missions (including the on-duty members of the team). This double-time rate shall not apply to regularly planned training sessions, including but not limited to Dive swim beach clean up operations and SOT firing range drills.
- 3.8 Voluntary Overtime. The Employer shall attempt to meet its overtime requirements on a voluntary basis.
- 3.9 Compensatory Time. Nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided that the accumulation and use of such time is approved by the Police Chief or designee, and the compensatory time is compensated at time and one-half rate. Compensatory time may be used in one-half hour increments.

Maximum compensatory time accrual shall be 240 hours. Employees who were employed prior to January 1, 2005, with 240 or more hours of accrued and unused compensatory time may continue to carry such accrual; provided, however, that an employee with 240 or more hours of accrued and unused compensatory time: (i) may be paid, upon request, all accrued and unused compensatory time in excess of 240 hours which is not scheduled to be used, (ii) shall have his/her accrual reduced by the number of hours of accrued compensatory time that the employee uses or cashes

out, and (iii) is prohibited from accruing new compensatory time unless and until such employee's balance falls below 240 hours and then to a maximum amount of 240 hours. balance during the term; (ii) are prohibited from accruing new compensatory time; and (iii) may be paid, upon request, all accrued and unused compensatory time in excess of 240 hours which is not scheduled to be used.

Employees with less than 240 accrued and unused compensatory time may accrue new compensatory time consistent with the foregoing provisions up to a maximum accrual of 240 hours. On or before July 1 of each year, employees may be paid, upon request, for up to eighty (80) hours of any accrued and unused compensatory time which is not scheduled to be used. A request for payment shall be paid within thirty (30) days. Employees will be paid for such hours by separate check.

Upon leaving employment, employees shall be entitled to payment for all accrued and unused compensatory time.

- 3.10 Rest Period. In the event a bargaining unit employee working graveyard shift is required by the City to perform work or attend training during his/her regularly scheduled time off that lasts six hours or more, resulting in the employee having less than an eight hour rest period before the commencement of his/her next regularly scheduled graveyard work shift, the employee will be provided at least an eight hour rest period before beginning his/her next regularly scheduled work shift. The employee will be paid, at the regular straight time rate, for all hours he/she was scheduled on his/her next regularly scheduled work shift but did not work because of the rest period and the employee will report to work for the remainder of the shift following the rest period. The employee will not have his/her shift extended as a result of the operation of this paragraph.

ARTICLE 4 - PROMOTIONS

The following are the requirements to be eligible for promotions within the bargaining unit:

- 4.1 Corporal. To be eligible for promotion to Corporal, a candidate shall have a minimum of three (3) years full time experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service Commission for a waiver of this requirement.
- 4.2 Sergeant. To be eligible for promotion to Sergeant, a candidate shall hold the rank of Corporal, or have a minimum of three (3) years full time experience as a commissioned police officer with the City of Mercer Island. A candidate with less than three (3) years may petition the Civil Service

Commission for a waiver of this requirement.

ARTICLE 5 – WAGES

- 5.1 Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached hereto as Appendix "A" effective January 1, 2016. This wage schedule reflects an across the board cost of living adjustment of one-half of one percent (.5%), consistent with the Seattle/Tacoma CPI-W (semi-annual index released in August 2015).
- 5.2 Effective January 1, 2017, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August of 2016), plus one-half of one percent (.5%).
- 5.3 Employees with no prior police officer experience will normally start at Step A of the wage schedule. Employees with prior police officer experience will be hired at an appropriate pay step to be determined by the Police Chief.
- 5.4 Detective Sergeant, Lead Detective, Detective, and School Resource Officer. Any employee who is assigned duties as a Detective Sergeant, Lead Detective, Detective, or School Resource Officer shall receive a three and one-half percent (3.5%) increase in their wages while acting in such capacity. Any employee assigned duties as the Lead Detective shall receive an additional percent (4.0%) to their wages while acting in such capacity, for a total increase of seven and one-half percent (7.5%).
- 5.5 Emergency Preparedness Officer, Field Training Officer, Personnel & Training Sergeant and Marine Patrol Sergeant. Any employee who is assigned duties as the Emergency Preparedness Officer, the employee designated as the primary Marine Patrol Sergeant, and the Personnel & Training Sergeant shall receive a three percent (3%) increase in their wages while acting in such capacity. A Field Training Officer ("FTO") assigned to coach a probationary employee shall be paid a premium of 3% for each month that the FTO holds that assignment, with a three month minimum. Whenever practical, there shall be a limit of three (3) FTOs per trainee for this purpose. Any FTO filling in for less than 2 weeks for the assigned FTO will receive a day by day premium pay of three percent (3%).
- 5.6 S.O.T and Dive Team Leaders. An employee serving as the leader of the Special Operations Team will earn a lump sum of \$500 annually. An employee serving as the Dive Team leader will receive a lump sum of \$500 annually. If an employee serves in the lead position for less than one year, that employee will receive a pro-rated lump sum.

- 5.7 Night Shift Patrol Employees. Patrol employees assigned to Squad Three or Squad Four shall receive a two percent (2%) premium. Squad Three and Squad Four are night shift squads with the majority of shift hours between 1800hrs and 0600hrs.
- 5.8 Temporary Assignment to Higher Position. A police officer who is temporarily assigned to fill a corporal's position shall be paid at the higher position rate of pay corresponding to the officer's current level of longevity.
A Corporal who is temporarily assigned to fill a sergeant's position shall not receive the higher rate of pay unless he/she fills the sergeant's position for a consecutive period of time in excess of 21 working days. Upon the 22nd day, the Corporal serving in the temporary assignment as a sergeant shall begin to receive the higher rate of pay corresponding to the Corporal's current level of longevity. A sergeant who is temporarily assigned to fill a lieutenant's position shall be paid at the higher position rate of pay corresponding to the sergeant's current level of longevity. This shall apply to those hours actually worked in this position. Should the officer, corporal or sergeant work overtime in the higher position, he/she shall receive the higher overtime rate for all hours actually worked during the temporary assignment.
- 5.9 Pay Periods and Pay Days. Employees shall be paid one twenty-sixth of their annual salary every fourteen days for all non-overtime hours worked during the work period.
- 5.10 Lead Detective / Corporal Differential. The differential percentage between police officer Step F (scale) and corporal / lead detective (scale) shall reflect a 7.5% differential.
- 5.11 Sergeant and Lieutenant Differential. The differential percentage between police officer Step F (scale) and sergeant (scale) shall reflect a 15% differential. The differential between sergeant (scale) and lieutenant (scale) shall reflect a 15% differential.
- 5.12 Deferred Compensation. The City shall make participation in the City's deferred compensation program available to employees, provided however, the City shall have no obligation to match any part of an employee's contribution to the Plan.
- 5.13 Education Incentive. The City shall pay any employee:
- (a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a Bachelor's Degree in actual college course work, an education allowance of \$150.00 per month; or

(b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university an education allowance of \$275.00 per month.

ARTICLE 6 - LONGEVITY PAY

6.1 Employees shall receive longevity pay in accordance with the following schedule:

| <u>Upon Completion of</u> | <u>% of Applicable Hourly Rate (rounded to nearest whole cent)</u> | |
|---------------------------------------|--|--------|
| Five years' continuous service | Three percent | (3%) |
| Ten years' continuous service | Four and one half percent | (4.5%) |
| Fifteen years' continuous service | Six percent | (6%) |
| Eighteen years' continuous service | Eight percent | (8%) |
| Twenty-one years' continuous service | Ten percent | (10%) |
| Twenty-four years' continuous service | Twelve percent | (12%) |

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's regular rate of pay.

ARTICLE 7 – UNIFORM, CLEANING AND BOOT ALLOWANCE

7.1 Uniforms and safety equipment shall be furnished by the City.

7.2 The employer will provide dry cleaning services for each officer at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$60.00. This amount shall be multiplied by the number of eligible employees in the bargaining unit on an annual basis to establish the actual cap. This means, for example, if 30 employees were eligible for dry cleaning services in the actual annual cap for the City's contribution would be \$21,600. The employer shall provide additional dry cleaning services if clothing is unusually soiled in the course of duty.

7.3 Detectives and youth officers shall receive a clothing allowance of 1.02% of top step patrolman wages.

7.4 The employer shall provide a boot allowance equal to \$100 per year to each bargaining unit employee.

ARTICLE 8 - BENEFIT PLANS

8.1 Medical, Dental and Vision Insurance. Insurance premiums to provide employees and their dependents medical and dental benefits for the plans currently available shall be paid by the Employer. Coverage shall not be reduced during the life of this Agreement. The employer's contribution shall be based on AWC, Regence Blue Shield HealthFirst Plan, Delta Dental Plan E, and Vision Services Plan (VSP) low option rates.

The employer shall pay 100% premium cost for medical, dental, and vision insurance for all employees (HealthFirst Plan), and ninety percent (90%) of HealthFirst Plan and Delta Dental Plan E premium costs for dependent coverage, for the period of the contract.

Opt-out of medical coverage - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the city, contributed to their RHS account. Example - employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and dependents.

8.2 Retirement Plan. Employees covered by this Agreement shall participate in the Washington State Law Enforcement Officer's and Firefighter's Retirement System to the extent permitted by current state law. Contributions on behalf of covered employees shall be governed by the terms of the current state statute and as hereinafter amended.

8.3 Service Benefit Plan. All qualified bargaining unit employees may elect, at any time, to claim benefits under the Service Benefit Plan attached as Exhibit "A". Qualified employees are those employees who are eligible to claim benefits by age and length of service in their respective retirement system.

8.4 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.

8.5 Unemployment Compensation. Unemployment compensation shall be provided by the City as provided by law.

8.6 Long-Term Disability Insurance. Benefits shall be provided through AWC's Standard Insurance Plan. Insurance premiums to provide qualified

employees long-term disability benefits equal to sixty percent (60%) of an employee's salary after a ninety (90) day waiting period shall be paid by the Employer

8.7 Life Insurance. The City shall provide each bargaining unit employee with a \$50,000.00 term life insurance policy at no cost to the employee.

8.8 Retiree Medical Insurance. Any employee retiring from the service of the City, including any disability retirement shall be permitted to participate in the AWC's health and welfare plan so long as such coverage is available, provided that the employee pays the premiums for such coverage (including any additional premium required for dependent coverage).

ARTICLE 9 - HOLIDAYS

9.1 The following days are recognized by the City as holidays:

- | | | |
|-----|----------------------------|-----------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Jr. Day | Third Monday in January |
| 3. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Veteran's Day | November 11 |
| 8. | Thanksgiving Day | Fourth Thursday in November |
| 9. | Day after Thanksgiving | Fourth Friday in November |
| 10. | Christmas Day | December 25 |
| 11. | Floating Holiday | Designated by Employee |
| 12. | Floating Holiday | Designated by Employee |
| 13. | Floating Holiday | Designated by Employee |

Employees are eligible to take the floating holidays off after January 1 of each calendar year. When the floating holidays are taken as days off, they must be scheduled with the employee's supervisor far enough in advance so no overtime is required to cover the shift.

9.2 Employee's Work on Holidays. Any employee required to work on a non-floating holiday shall be paid one and one-half (1 ½) times the employee's hourly rate of pay, including longevity pay, for all hours worked on the holiday; provided, however, that an employee required to work on Thanksgiving, Christmas or New Year's day shall be paid two (2) times the employee's hourly rate of pay, including longevity pay, for all hours worked on such holidays. Employees required to work on a recognized non-floating holiday shall also receive a subsequent scheduled normal work day off with pay.

9.3 Holidays Falling on Scheduled Days Off. If a holiday falls on an employee's scheduled day off and the employee is not required to work the holiday, the employee shall receive another subsequent, scheduled day off with pay.

9.4 Accrual. Each accrued holiday is equal to eight hours.

For non-patrol employees, holiday leave shall be added to the employee's leave bank when the holiday accrues.

For patrol employees, holiday leave shall be front loaded into the patrol employee's leave bank every six months. In January of each year, patrol employees shall receive a bank of 52 hours. In July, patrol employees shall receive an additional bank of 52 hours. In the event the patrol employee terminates employment with the City, the City shall deduct the actual cost of any prospective payments made from any final wages due to the employee, or take other steps to recover such payment.

9.4 Use. Employees may use accrued holiday benefits in one-half hour increments. When an employee uses a whole day of holiday benefits, the employee uses the amount of benefit hours equal to the number of hours in the employee's normal work day.

9.5 Maximum Accumulation. Employees shall not accumulate in excess of ten holidays as a result of the operation of Section 3.1, 3.2 or 3.3, unless scheduling difficulties or staffing requirements cause the City to request that an employee not schedule or use an accumulated holiday. Employees who accumulate more than ten holidays will schedule a holiday as soon as possible in order to reduce the number to ten or fewer, or the holidays will be scheduled by the City.

9.6 Payoff Upon End of Employment. Upon leaving employment, the City shall pay all employees for any accumulated and unused holidays at their regular rate of pay in effect at the time the employment ends.

ARTICLE 10 - VACATION

10.1 Accrual. Vacation benefits are accrued by all employees as follows:

| <u>MONTHS OF CONTINUOUS SERVICE</u> | <u>HOURS ACCRUED PER MONTH</u> |
|---|------------------------------------|
| 1st month through 59th month | 8 hours per month |
| 60th month through 119th month | 10 hours per month |
| 120th month through 179th month | 12 hours per month |
| 180th month through 239th month | 14 hours per month |

240th month or more

16 hours per month

Vacations are accrued on a monthly basis and may be used in the month they will be accrued or during the subsequent months, provided the employee has successfully completed six months' continuous service.

10.2 Use. When an employee uses accrued vacation benefits, the employee shall continue to receive his or her salary for the hours scheduled as vacation. Vacation benefits may be used in one-half hour increments. When an employee uses a whole day of vacation benefits, the employee uses the number of hours of accrued benefits equal to the number of hours in the employee's normal work day.

10.3 Maximum Accrual. Vacation benefits may be accrued up to 280 hours. No additional accruals shall be credited to an employee who accrued the maximum benefits, unless there are circumstances beyond the employee's control which preclude the employee from utilizing vacation benefits already accrued. Such circumstances include, but are not limited to, disability leave, sick leave, or cancellation of scheduled vacation by the City.

10.4 Scheduling. The Police Chief or his designee will circulate a vacation sign-up sheet before February 1 of each year to allow employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as to minimize interference with functions and workloads in particular sections. The selection for vacation will be made by seniority within the ranks beginning with sergeants, followed by corporals, then officers. In the Patrol Section, no more than three fully commissioned employees will be authorized vacation at the same time. Of these three employees, no more than two will be patrol supervisors and (sergeants and corporals are considered supervisors). All vacations will be scheduled to avoid overlap as much as possible. If two or more employees request the same vacation dates, the decision may be made on the basis of individual employee seniority within the ranks. The primary vacation is defined as one set of continuous dates that the employee intends on using for vacation leave, and the employee has or will have accumulated enough vacation leave to account for the requested time. Once the primary vacation sign-up sheet has been completed and the selected vacations have been inserted into the schedule, the vacation sign-up sheet will be circulated for a second time. This secondary leave request will follow the same rules as the primary sign-up list (including the consecutive day requirement), but will include the additional restriction that this secondary leave request may not leave the shift under the minimum staffing level.

An employee may request an exception to the vacation rule, but the

decision is at the discretion of the Operations Commander.

10.5 Cash Out of Holiday/Vacation Benefits. Employees may be paid upon request for up to forty (40) hours of any accrued vacation or Kelly day which is not scheduled to be used before December 31 of a given year. Employees will be paid for such hours by separate check before December 10 of each year. (Maximum cash out limit is forty hours of either Kelly days, vacation or a combination of both).

10.6 Cash Out Upon Termination. Upon leaving employment, employees shall be entitled to payment for all accrued and unused vacation, up to 280 hours. This maximum accrual may be raised if the vacation accrual goes beyond 280 hours because of disability, sick leave, or cancellation of scheduled vacation by the City. Payment shall be at the current respective regular hourly rate.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Employees shall earn 16 hours paid sick leave per month of employment. The maximum number of sick leave benefits that may be accrued and used by LEOFF II employees is 1040 hours; provided, however, in no case may each period of consecutive absence under Section 11.2 or Sections 11.3 through Section 11.4 exceed six months.

11.2 Use. Accrued sick leave benefits may be used by an employee to avoid loss of pay if the employee is unable to work due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious injury or illness of an immediate family member (spouse or children), necessitating the employee's presence. Sick leave benefits may be used in one-half hour increments. When an employee uses a whole day of sick leave benefits, the employee uses the number of hours of accrued benefits equal to the number of hours in the employee's normal work day.

11.3 Notification. When an employee is unable to report for work, the employee must notify his supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave benefits for such absence. The City may require, for cause, a physician's statement.

11.4 LEOFF II Disability Leave. LEOFF II employees are covered by the state worker's compensation law, Title 51 of the revised Code of Washington. Such employees will make timely application for worker's compensation benefits following any on-the-job injury or illness. While a LEOFF II employee is off work due to such an injury or illness, his regular pay, including longevity, shall be continued for up to six months following the date of such illness or injury.

11.5 The continuation of the LEOFF II employee's regular pay for this six month period shall be funded as follows:

11.5.1 For the first five days, any difference between the employee's regular pay and the value of worker's compensation time loss benefits later received shall be funded out of the employee's accrued sick leave.

11.5.2 For the sixth day through the end of the six month period, any difference between the employee's regular pay and the value of worker's compensation time loss benefits, currently or later received, shall be funded one-half out of the employee's accrued sick leave and one-half by the City.

11.5.3 Should the employee have no accrued sick leave available or exhaust all his accrued sick leave during the time periods referenced in Subsections 11.5.1 or 11.5.2, the City shall fund the portion of the differentials that would have been funded out of the employee's accrued sick leave.

11.5.4 During any portion of the six month period when the employee will be eligible to receive or is currently receiving worker's compensation time loss benefits, the City shall continue to pay the employee his regular salary. Provided, however, that when the employee receives worker's compensation time loss benefits representing compensation for lost income during such six month period, the employee will reimburse the City for the value of such worker's compensation benefits received. Provided, further, however, if the employee chooses not to sign an agreement to reimburse the City for the value of the worker's compensation time loss benefits received, the City will continue the employee's salary in an amount equal to the difference between the regular salary and the benefits received.

11.6 If an employee uses accrued sick leave to fund the differentials described in Subsections 11.5.1 and 11.5.2, and later receives worker's compensation time loss benefits for such absences, the employee's sick leave benefits will be restored in an amount equal to the value of the worker's compensation benefits received for such absences.

11.7 LEOFF II employees who are new employees will be credited with twelve (12) days of sick leave. This bank will be reduced at the rate of one (1) day per month for the first twelve months of employment. Any sick leave drawn prospectively as provided in this section shall be charged against earned sick leave until the employee has accrued the amount needed to

restore the amount used. In the event the employee terminates without having restored the sick leave drawn prospectively, the City shall deduct the actual costs of any prospective payments made from any final wages due the employee or take other steps to recover such payments.

11.8 Continuation of Benefits. Employees shall continue to receive all benefits while on sick leave or disability leave; provided, however, employees shall be required to continue to pay any portion of the costs of benefits not otherwise paid for by the City.

11.9 Wellness Incentive. During the term of this Agreement, the wellness incentive plan for bargaining unit employees shall be as follows:

All employees shall earn \$25 per month for every month with zero sick leave hours used. Additionally:

- Employees with 0 through 9 years of service earn:
 - \$300 plus vacation hours equal to three days of the employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$150 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - Vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
- Employees with 10 through 19 years of service earn:
 - \$600 plus vacation hours equal to three days of the employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$100 plus vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
- Employees with 20 years of service or more earn:
 - \$900 plus vacation hours equal to three days of the

employee's normal work day, if 12 sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

- \$600 plus vacation hours equal to two days of the employee's normal work day, if 13 to 24 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
- \$300 plus vacation hours equal to one day of the employee's normal work day, if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

Benefits for partial years of service shall be prorated as per time in service. The City shall place all money earned as part of this wellness incentive program into the employee's Retirement Health Savings (RHS) account.

ARTICLE 12 - JURY DUTY AND WITNESS LEAVE

12.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked his normal work schedule. The employee will reimburse the City for any fees received for jury duty.

12.2 Any employee who, as a result of his department duties, is required to appear before a court shall be paid for such court appearances at the appropriate rate of pay. The employee will reimburse the City for any subpoena or witness fee received.

12.3 Any employee who is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday or vacation benefits or compensatory time to offset any loss of pay for such periods.

ARTICLE 13 - EMERGENCY LEAVE

13.1 When death, critical illness or injury occurs in the immediate family of an employee, and his attendance is necessary, he shall be allowed up to three (3) working days off duty with pay so long as the Police Chief finds that the public peace, health, safety and welfare will not be seriously impaired as a result of the leave granted. For purposes of this section, emergency leave in connection with normal child birth is authorized only on the day of delivery.

13.2 "Immediate family" shall mean the spouse or children of the employee, the employee's mother and father, or the mother and father of

the employee's spouse. However, under unusual circumstances, the Police Chief may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage or to established foster relationships having attributes of familial ties.

ARTICLE 14 - PERSONNEL FILES/LAYOFF NOTICE/DISCIPLINE

- 14.1 Employees having completed their probationary period, but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 14.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.
- 14.3 Just Cause. The Employer shall not discipline or discharge any employee unless just cause for such discipline exists.
- 14.4 Personnel Files. Written warnings shall be expunged from personnel files after a maximum period of two years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Any record of more serious discipline shall be expunged from the personnel files after a maximum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the City may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 Disputes regarding the interpretation of this Agreement shall be handled in the following manner:
- Step I: The employee or the Association shall formally submit grievances in writing to the Police Chief (or designee) through the appropriate Shift Supervisor. Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within sixty (60) calendar days from the date the employee knew or

reasonably should have known of the alleged violation shall be deemed waived for all purposes.

The Police Chief (or designee) shall convene a Step I meeting within five (5) calendar days of receipt of grievance. Attendance at such meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Police Chief (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step I meeting.

Step II: The decision of the Police Chief (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the Employer within fifteen (15) days of receipt of the Step II appeal.

Step III: Within thirty (30) days of receipt of the Step II answer of the employer, the Association must give written notice of to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. The arbitrator shall be mutually selected by the parties or, if they cannot agree, from a list requested from the American Arbitration Association. Only grievances which involved an alleged violation by the Employer of a specific article or provision of the Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party

incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE 16 - INSURANCE PROTECTION

16.1 The Employer shall indemnify and defend any police officer employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Mercer Island Police Officer. The Employer shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Mercer Island Police Officer.

This protection shall also apply for any claims or suits arising from said employee's authorized off-duty employment; provided such claim or suit results from the employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Mercer Island Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off-duty employer, or his insurer. Indemnity and defense shall not be provided by the City for any dishonest, fraudulent, criminal or malicious act.

ARTICLE 17 - SAVINGS CLAUSE

17.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision.

17.2 The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Mercer Island Civil Service Commission and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his grievance or the Association's right to require the Employer to arbitrate the grievance. Provided further, that nothing in this Section shall be construed as a waiver of any right that the Association may have to require the City to engage in collective bargaining.

ARTICLE 18 – MANAGEMENT RIGHTS

- 18.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the Employer.

ARTICLE 19 - SCOPE OF AGREEMENT

- 19.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement, but they may be modified by mutual agreement.

- 19.2 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 20 – DRUG AND ALCOHOL TESTING POLICY

- 20.1 The parties agree to follow the Drug and Alcohol Testing Policy attached to this agreement as Exhibit “B”.

ARTICLE 21 - BILL OF RIGHTS

- 21.1 When any employee of the Department is under investigation for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he is being interrogated, such interrogation shall be conducted under the following terms and conditions:

21.1.1 All interrogations shall be at a reasonable hour;

21.1.2 The employee under investigation shall be informed of the nature of the investigation and the person in charge of the investigation and will be allowed to bring an attorney or Association Representative to represent him in the matter;

21.1.3 The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his own personal physical necessities;

21.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if he is given immunity from criminal action that his refusal to truthfully answer questions concerning his official duties may be subject to dismissal

or other punitive actions;

21.1.5 If the investigation may lead to criminal charges, the employee must be informed of his constitutional rights;

21.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in his personnel file or disciplinary hearing for his failure to take such polygraph test (RCW 49.44.120); and

21.1.7 No locker or other space assigned to an employee under investigation shall be searched, without his consent, except as a result of a search warrant.

ARTICLE 22 - PHYSICAL FITNESS

22.1 The Association and the City agree that the physical fitness of Association members is important to their health and safety. Physical fitness is the personal responsibility of each Association member. The City and the Association will both support and encourage officers to be physically active and to be involved in a personal program of regular exercise.

22.2 Smoking is not permitted within the police building or in any of the Department vehicles. Exceptions can be granted only by the Police Chief.

ARTICLE 23 – PUBLIC RECORDS DISCLOSURE

23.1 The City shall not publicly disclose public records pertaining to individual Association members, except as required by statute or policy. If a request for such records has been made in accordance with applicable state and City legal requirements, and the City determines that the records must be disclosed according to law, the City shall notify the Association and individual Association member ten (10) days prior to the release of public records. The 10-day notice may be waived by mutual agreement of the parties.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be effective January 1, 2016, and it shall remain in full force and effect until December 31, 2017.

DATED AND SIGNED THIS _____ day of _____, 2016.

City of Mercer Island

Mercer Island Police Association

Steve Lancaster, Interim City Manager

Chris DeChant, Association President

Attest:

Allison Spietz, City Clerk

Approved as to Form:

Kari Sand, City Attorney

APPENDIX A

**MERCER ISLAND POLICE
January 1, 2016 Pay Scale**

0.5% COLA Increase Over December 31, 2015

| STEP % | Hourly 2016 | O.T. | BI-WEEKLY | MONTHLY | ANNUAL | ACTING | NIGHT SHIFT PREMIUM | FTO |
|--|--------------------|-------------|------------------|----------------|---------------|---------------|----------------------------|------------|
| A | 30.67 | 46.01 | 2,454 | 5,316 | 63,796 | 13.40 | 0.61 | 0.92 |
| B (Month 7) | 32.27 | 48.41 | 2,582 | 5,594 | 67,129 | 11.80 | 0.64 | 0.97 |
| C (Month 19) | 34.18 | 51.28 | 2,735 | 5,925 | 71,102 | 9.89 | 0.68 | 1.03 |
| D (Month 31) | 35.98 | 53.97 | 2,878 | 6,236 | 74,833 | 8.10 | 0.72 | 1.08 |
| E (Month 43) | 37.77 | 56.66 | 3,022 | 6,547 | 78,564 | 6.30 | 0.75 | 1.13 |
| F (Month 55) | 41.00 | 61.50 | 3,280 | 7,106 | 85,274 | 3.08 | 0.82 | 1.23 |
| 3% (5 Years) | 42.23 | 63.34 | 3,378 | 7,320 | 87,835 | 3.17 | 0.84 | 1.27 |
| 4.5% (10 Years) | 42.84 | 64.27 | 3,428 | 7,426 | 89,115 | 3.22 | 0.85 | 1.29 |
| 6% (15 Years) | 43.46 | 65.19 | 3,477 | 7,533 | 90,396 | 3.26 | 0.86 | 1.30 |
| 8% (18 Years) | 44.29 | 66.43 | 3,543 | 7,676 | 92,117 | 3.31 | 0.88 | 1.33 |
| 10% (21 Years) | 45.10 | 67.66 | 3,608 | 7,818 | 93,817 | 3.39 | 0.90 | 1.35 |
| 12% (24 Years) | 45.92 | 68.88 | 3,674 | 7,960 | 95,517 | 3.44 | 0.91 | 1.38 |
| CORPORAL = 7.5% OVER POLICE OFFICER | | | | | | | | |
| CORPORAL | 44.07 | 66.11 | 3,526 | 7,640 | 91,676 | 3.08 | 0.88 | 1.32 |
| 3% (5 Years) | 45.40 | 68.10 | 3,632 | 7,870 | 94,435 | 3.16 | 0.90 | 1.36 |
| 4.5% (10 Years) | 46.06 | 69.09 | 3,685 | 7,984 | 95,804 | 3.22 | 0.92 | 1.38 |
| 6% (15 Years) | 46.72 | 70.08 | 3,737 | 8,098 | 97,172 | 3.27 | 0.93 | 1.40 |
| 8% (18 Years) | 47.60 | 71.40 | 3,808 | 8,250 | 99,005 | 3.32 | 0.95 | 1.43 |
| 10% (21 Years) | 48.49 | 72.73 | 3,879 | 8,405 | 100,859 | 3.37 | 0.96 | 1.45 |
| 12% (24 Years) | 49.36 | 74.04 | 3,949 | 8,556 | 102,669 | 3.45 | 0.98 | 1.48 |
| SGT BASE = TOP PATROL OFFICER + 15% | | | | | | | | |
| SGT | 47.15 | 70.73 | 3,772 | 8,173 | 98,078 | 7.07 | 0.94 | |
| 3% (5 Years) | 48.56 | 72.85 | 3,885 | 8,418 | 101,013 | 7.28 | 0.97 | |
| 4.5% (10 Years) | 49.28 | 73.91 | 3,942 | 8,541 | 102,492 | 7.39 | 0.98 | |
| 6% (15 Years) | 49.99 | 74.98 | 3,999 | 8,664 | 103,971 | 7.49 | 0.99 | |
| 8% (18 Years) | 50.92 | 76.38 | 4,074 | 8,826 | 105,914 | 7.76 | 1.01 | |
| 10% (21 Years) | 51.86 | 77.80 | 4,149 | 8,990 | 107,879 | 7.78 | 1.03 | |
| 12% (24 Years) | 52.81 | 79.21 | 4,225 | 9,154 | 109,843 | 7.92 | 1.05 | |
| LT BASE = SGT BASE + 15% | | | | | | | | |
| LT | 54.22 | 81.33 | 4,338 | 9,398 | 112,779 | | 1.08 | |
| 3% (5 Years) | 55.84 | 83.77 | 4,468 | 9,680 | 116,157 | | 1.11 | |
| 4.5% (10 Years) | 56.66 | 84.99 | 4,533 | 9,821 | 117,856 | | 1.13 | |
| 6% (15 Years) | 57.48 | 86.22 | 4,598 | 9,963 | 119,556 | | 1.14 | |
| 8% (18 Years) | 58.68 | 88.02 | 4,694 | 10,171 | 122,051 | | 1.17 | |
| 10% (21 Years) | 59.64 | 89.47 | 4,772 | 10,338 | 124,059 | | 1.19 | |
| 12% (24 Years) | 60.73 | 91.09 | 4,858 | 10,526 | 126,311 | | 1.21 | |

EXHIBIT "A"

SERVICE BENEFIT PLAN

This Service Benefit Plan is attached to and a part of the Collective Bargaining Agreement (Agreement) between the City of Mercer Island (Employer) and the Mercer Island Police Association (Association). Association members (Employees) shall be entitled to the benefits of this Service Benefit Plan as set forth in the following paragraphs.

1. Qualification. Employees shall be qualified to participate in this Service Benefit Plan upon (a) completion of a minimum of ten (10) years of service with the city, and (b) eligibility to retire as required in Article 8.2 of the Agreement. Employees shall not be qualified to participate in this Service Benefit Plan if terminated for disciplinary reasons and such discipline is sustained upon final appeal.
2. Service Benefit. Upon qualified separation from employment with the Employer, Employees shall be paid the sum of the following in recognition of years of service to the City of Mercer Island:
 - A. \$11,055.00 plus;
 - B. The applicable amount from the following table:

| Years of Service | Amount for 2016 |
|---------------------|-----------------|
| Up through 14 years | \$0 |
| 15 - 19 years | \$3,105.00 |
| 20 - 24 years | \$4,660.00 |
| 25 - 29 years | \$6,991.00 |
| 30 years and above | \$8,543.00 |

The amounts set forth in Parts A and B shall be adjusted upwards annually in an amount equal to 100% of the cost of living. The cost of living index in Article 5.1 of the Agreement shall be used.

On January 1, 2017, the amount in Part A shall be increase by one thousand dollars (\$1000) and an amount equal to 100% of the cost of living. The cost of living index in Article 5.1 of the Agreement shall be used.

3. Payment. Payment of amounts due under this Service Benefit Plan shall be made to an eligible Employee in the Employee's final check from the City.

EXHIBIT "B"

DRUG AND ALCOHOL TESTING POLICY

I. POLICY

A. Reporting to work under the influence of alcohol and /or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination. Each employee must inform the Employer if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may require the employee to provide written medical authorization from a physician to perform various essential job functions while using such drugs.

B. A voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other related disciplinary action.

C. Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

II. DEFINITION

A. For the purpose of administering this Policy the following definition of terms is provided:

1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.

3. Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.

4. Over-the-counter Drug – means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment of an employee to safely perform the employee's duties.

5. Prescription – means any drug used in the course of medical treatment and

that has been prescribed and authorized for use by a licensed health care professional.

6. Reasonable Suspicion – Reasonable suspicion is based on specific, reliable, credible objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.

7. Under the Influence – means having alcohol or illegal drugs in the body in excess of the concentration cutoff levels established in this Policy.

III. WHEN TESTING IS REQUIRED

A. An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is in violation of this policy. Reasonable suspicion will not be used to harass or intimidate any employee.

1. The basis for the reasonable suspicion shall be documented in writing prior to or at the time the employee is requested to submit to testing.

2. An Association representative shall be summoned before the employee is approached and the Association representative shall be present when the employee is first told of the reasonable suspicion, unless obtaining an Association representative will delay the notification required by this section for more than two (2) hours.

3. The employee shall be given an opportunity to confer with the Association representative (if readily available), and the employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion.

B. An employee who refuses to submit to testing for alcohol and/or drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

IV. COLLECTION/TESTING PROCEDURES

A. The Association representative shall be allowed to accompany the employee to the collection site.

B. Alcohol Testing

1. Alcohol testing will be conducted by a trained Breath Alcohol Technician ("BAT") using an Evidential Breath Testing Device ("EBT") which the BAT has been

trained to operate in conformance with Department of Transportation's Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. seq. ("DOT Procedures")

2. Alcohol testing shall take place at a facility that meets the requirements of the DOT Procedures.

3. The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance DOT Procedures.

4. The cutoff levels for screening and confirmation alcohol tests shall be .02 breath alcohol.

5. The procedures used for reporting the results of alcohol tests shall be in conformance with DOT Procedures.

C. Drug Testing

1. All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

2. All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

3. A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.

4. All testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

5. Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.

6. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

Initial Test Level (ng/mL)

| <u>(Nanograms per milliliter)</u> | <u>(ng/ml) Test Level</u> |
|--|---------------------------|
| Amphetamines | 1000 |
| Cannabinoids | 50 |
| Cocaine metabolites | 300 |
| Opiates (codeine / morphine) | 300 |
| Phencyclidine | 25 |
| Level of the positive result for alcohol | 0.02 Breath alcohol |

7. Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted

8. All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) in conformance with the Mandatory Guidelines at the following cutoff values:

| <u>Confirmatory Test Level</u> | <u>(ng/mL)</u> |
|--|----------------|
| Amphetamines | 500 |
| Cannabinoids (1) | 15 |
| Cocaine metabolites (2) | 150 |
| Opiates (codeine / morphine) | 2000 |
| Phencyclidine | 25 |
| 1 Delta-9-tetrahydrocannabinol-9-carboxylic acid | |
| 2 Benzoyllecgonine | |

9. Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted

10. An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.

a. This review shall be performed by the Medical Review Officer (“MRO”) prior to the transmission of results to the City. A positive test result does not automatically identify an employee as being in violation of this Policy. The MRO will consider alternate medical explanations in conjunction with their review.

b. The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.

c. Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.

d. Upon notification by the MRO that an employee has a verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen. The request may be verbal or in writing.

e. When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.

Following verification of a positive test result, the MRO shall report the result to the City's official designated to receive results.

In the future, the employer may add to the list of prohibited drugs any drug which the federal government adds to their list as prohibited for DOT workers. The employer will follow the same cutoff levels and screening procedures used by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs ("Mandatory Guidelines").

V. CONSEQUENCE OF A NEGATIVE TEST

A. In the event the test results are reported as negative, such test results shall be destroyed, the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee based upon the testing process and/or the result of the testing process.

VI. CONSEQUENCES OF A POSITIVE TEST

A. In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline, up to and including termination.

B. Nothing in this Policy shall be construed to limit the City's right to discipline/discharge a bargaining unit employee for violations of this or any other City / Department policy.

C. Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the collective bargaining agreement between the Association and the City and/or any rights provided by federal and state law.

VII. RECORDKEEPING

A. All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.

B. Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings. Such access shall not include communications protected by attorney-client privilege.

VIII. RIGHT OF APPEAL

A. Employees and the Association have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the collective bargaining agreement between the Association and the City.

IX. RIGHT OF ASSOCIATION PARTICIPATION

A. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results, provided that such inspection does not delay any testing procedure. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

X. ASSOCIATION HELD HARMLESS

A. The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy, except as otherwise provided herein.

B. The Association shall be held harmless for all claims arising out of errors, omissions or negligent acts by the third party contractors hired by the City to conduct the drug testing under this Policy, including failure to abide by the protocol established by this Policy; and for all claims arising out of the implementation/administration of this Drug Policy, except for a failure of the Association to file a timely grievance based on known violations of Article III(A) of this policy.

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

MERCER ISLAND POLICE ASSOCIATION

(SUPPORT)

January 1, 2016 – December 31, 2017

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AGREEMENT
By and Between
CITY OF MERCER ISLAND, WASHINGTON
And
MERCER ISLAND POLICE ASSOCIATION
(SUPPORT)

This Agreement is effective the 1st day of January, 2016 and is entered into by and between the City of Mercer Island, Washington, hereinafter, referred to as the "Employer" or "City" and the Mercer Island Police Association, hereinafter referred to as the "Association," representing the Support Services Bargaining Unit. All terms and conditions of this Agreement shall be effective January 1, 2016, through December 31, 2017.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its full-time and part-time Police Department employees employed in work classifications set forth in Appendix "A". It is agreed that temporary and on-call employees are not covered by this Agreement.

ARTICLE 2 - UNION MEMBERSHIP

2.1 No employee covered by this Agreement shall be discriminated against by either party for his/her activities on behalf of the Association so long as they do not interfere with city business.

2.2 All employees classified and hired full-time and/or part-time as a condition of continued employment, shall pay each month a service charge equivalent to regular Association dues to the Association as a contribution towards the administration of this Agreement.

2.3 The right of non-association of employees of the Mercer Island Police Department based on bona fide religious tenets or teachings of a church or a religious tenet of which such employee is a member shall be protected at all times and such employee shall pay such sum in such manner as is provided in RCW 41.56.122. as amended.

- 2.4 Upon written authorization by an employee and approval by a representative of the Association, the Employer agrees to deduct from the wages of each employee the sum certified as initiation dues, assessments and monthly Association dues, and forward the sum to the Association's Secretary or Treasurer. The Association agrees that it shall indemnify the Employer and save the Employer harmless from any and all claims, awards, judgments, attorney's fees or other litigation costs which may be made by an employee or employees against the Employer by virtue of the application of this section.
- 2.5 Designated representatives of the Association shall suffer no loss of pay while performing functions related to the administration of this Agreement, provided reasonable advance notification is given to the appropriate supervisor. The Employer retains the right to restrict such activities when an emergency exists or where such activities would create a danger to public safety.

ARTICLE 3 - DEFINITIONS

- 3.1 Probationary Employee. A support services employee who has not completed the first twelve months of continuous employment. Probationary employees shall earn benefits and shall be eligible to use them as provided in this Agreement.
- 3.2 Regular Employee. An employee who has successfully completed his/her probationary period. Regular employees receive benefits as set forth in this Agreement.
- 3.3 Casual Employee. An employee who is hired to work on an as needed basis.
- 3.4 Full-Time Employees. An employee who is hired to work the normal work schedule as defined in Section 4.2.
- 3.5 Part-Time Employees. An employee who is hired to work one-half of the normal work schedule or more as defined in Section 4.2.
- 3.6 Anniversary Date. One year after an employee's date of hire and that date every year thereafter.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Normal Work Day for Records Section/PSO/Evidence Technician. The normal work day for full-time Records Specialists shall consist of eight consecutive hours, including a paid one half-hour meal period. The normal work day for Police Support Officer shall consist of eight (8) consecutive

hours and include a thirty (30) minute meal period. An Employee assigned as a Police Support Officer shall be subject to immediate call out during meal and rest periods. The normal work day for part-time employees, including the Evidence Technician, shall consist of four consecutive hours, not to include a meal period.

- 4.2 Normal Work Schedule for Records Section/PSO/Evidence Technician. The normal work schedule for Records Section employees shall be five consecutive normal work days followed by two consecutive days off. In order to facilitate adequate coverage due to illness or vacation, the normal work schedule may be modified. Depending upon special needs and events as determined by the employer, the Police Support Officer may be assigned to work some evening shifts and weekends, in lieu of the normal eight (8) hour shift, five (5) days on, followed by two (2) days off schedule. In addition, for employees filling Records Specialist positions, alternate work schedules may be utilized upon mutual agreement of both parties. All unit employees will receive a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods each work day.
- 4.3 Normal Work Schedule for Marine Patrol Technician. The Marine Patrol Technician(s) shall work an eight (8) hour shift with five (5) days on, followed by two (2) days off, followed by five (5) eight (8) hour days on, followed by three (3) days off. This 5-2/5-3 schedule will be implemented during the boating season, which extends from April 1 through September 30, annually. For the remainder of the year, a 5-2, eight (8) hour schedule will be implemented. This annual schedule accounts for 2,040 hours worked and as a result, the Marine Patrol Technician(s) shall work one (1) extra eight (8) hour shift in the vicinity of April 1 of each year and another one (1) extra eight (8) hour shift in the vicinity of September 30 of each year, provided that the extra shift does not result in a work week in excess of forty (40) hours.
- 4.4 Normal Work Week Full-Time. The normal work week shall consist of forty hours of work within a consecutive seven day period.
- 4.5 Overtime. All hours worked in excess of eight in one day, all hours worked in excess of the normal work week, excluding part-time's normal work week, or all hours worked on a scheduled off duty day shall be considered overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay. Overtime must be authorized by the employer. Time paid for, but not worked shall not count as hours worked for purposes of computing overtime. Hours paid at the overtime rate are not hours worked or paid hours for purposes of computing longevity increments or retirement benefits. The City shall attempt to meet its overtime requirements on a voluntary basis.

- 4.6 Compensatory Time. The employer shall pay all authorized overtime on a cash basis. Provided, however, that nothing in this Article shall be construed as to prohibit the employee the option of taking compensatory time off in lieu of paid overtime, provided the accumulation and use of such time is provided by the administrative officer or officer officially acting in that capacity, and the compensatory time is compensated at the time and one-half rate. Provided, further, however, that in no case may an employee accrue more than 240 hours of compensatory time. Compensatory time may be used or cashed out in one-quarter of an hour increments. Upon termination of employment with the City, the employee will be paid for all unused compensatory time at the employee's current regular rate of pay or the average of the employee's regular rate of pay during the preceding three years, whichever is higher. Cash-outs of unused compensatory time include longevity pay.
- 4.7 Rest and Meal Periods. Meal and rest periods shall be handled in accordance with W.A.C. 296-126-092:
- 4.7.1 Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the work day.
- 4.7.2 No employee shall be required to work more than five consecutive hours without a meal period.
- 4.7.3 Full time employees working three or more hours longer than a normal work day shall be allowed at least one 30 minute meal period prior to or during the overtime period.
- 4.7.4 Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four hours of working time. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
- 4.7.5 Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods are not required.
- 4.8 Pay Periods and Pay Days. Employees shall be paid every fourteen days.
- 4.9 Call Back. An employee called in to work after completing his/her normal work day or normal work schedule, excluding part-time employees, shall be paid a minimum of three hours at time and one-half times his/her regular rate of pay. Employees who are not notified by 5:00 p.m. on the day prior to a scheduled court appearance that their testimony is not necessary, shall

receive the minimum call back pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail provided that such system electronically time/date stamps messages.

ARTICLE 5 - WAGES

- 5.1 Effective January 1, 2016, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement marked Appendix "A." This wage schedule shall be considered a part of this Agreement. This wage schedule reflects an across the board cost of living adjustment of one-half of one percent (.5%), consistent with the Seattle/Tacoma CPI-W (semi-annual index released in August 2015).
- 5.2 Effective January 1, 2017, the wage rates will be increased by an amount that reflects 100% of the percentage increase in the Seattle/Tacoma CPI-W (semi-annual index released in August 2016).
- 5.3 A Records Specialist who is temporarily assigned by the Police Chief or his/her designee to fill the Lead Records Specialist position for a normal work day or longer, shall receive the premium pay associated with the Lead Record Specialist position. This premium pay shall correspond with the temporarily-assigned Records Specialist's level of longevity. Should the Records Specialist work overtime in such capacity, he/she shall receive overtime at one-and-one half times the higher wage rate calculated as provided herein.
- 5.4 Terminal Agency Coordinator. An employee who is assigned duties as a Terminal Agency Coordinator shall receive a three percent (3%) increase in his or her wages.
- 5.5 Public Records Officer. An employee whose assigned duties include responding to public records requests shall receive a five percent (5%) increase in his or her wages.

An employee assigned to train new Records Specialists (whether such Records Specialists are full-time, part-time, casual, or volunteers) will receive \$1.57 more per hour than his/her otherwise applicable regular hourly rate while performing assigned training duties. Requirement to train Records Specialists is two years experience and to be a permanent employee.

- 5.6 Marine Patrol Technician and Police Support Officer (PSO). In addition to the wage increases reflected in Section 5.1 and 5.2, employees assigned to the position of Marine Patrol Technician and Police Support Officer shall receive wage adjustments to their wages providing for a wage differential of no less than 75% of an officer assigned to patrol in the same pay step and

at the same longevity rate.

5.7 Education Incentive. The City shall pay any Marine Patrol Technician or Police Support Officer:

(a) who holds or obtains an A.A. Degree from an accredited college or university or who can document ninety credit hours toward a Bachelor's Degree in actual college course work, an education allowance of \$150.00 per month; or

(b) who holds or obtains a B.S. or B.A. Degree from an accredited college or university an education allowance of \$275.00 per month.

ARTICLE 6 - LONGEVITY PAY

6.1 Effective January 1, 2014, Support Employees adopted the following longevity schedule, which matches that as outlined in the Police Collective Bargaining Agreement. If an employee's wages would have been higher at the former longevity and wage scale, the employee will be moved to the next step on the wage scale. The employee shall remain at that step until his/her years of service catch up to the applicable step.

Employees shall receive longevity pay in accordance with the following schedule:

| <u>Upon Completion of</u> | <u>% of Applicable Hourly Rate (rounded to nearest whole cent)</u> | |
|---------------------------------------|--|--------|
| Five years' continuous service | Three percent | (3%) |
| Ten years' continuous service | Four and one half percent | (4.5%) |
| Fifteen years' continuous service | Six percent | (6%) |
| Eighteen years' continuous service | Eight percent | (8%) |
| Twenty-one years' continuous service | Ten percent | (10%) |
| Twenty-four years' continuous service | Twelve percent | (12%) |

6.2 Longevity pay shall be due and payable beginning on the next regular pay day following the eligible employee's anniversary date, and thereafter each consecutive pay period.

6.3 Longevity pay shall be included in the employee's regular rate of pay for purposes of computing overtime. Longevity pay shall be included in the computation of any pay received.

ARTICLE 7 - PERSONAL LEAVE

7.1 Employees shall receive up to three normal work days of personal leave with pay during each year of this Agreement. Personal leave may not be

used until an employee has successfully complete six months' employment. Such leave shall require advance approval. Employees who terminate during the life of this Agreement shall have their final check adjusted to reflect any personal leave used in advance of actual accrual.

ARTICLE 8 – UNIFORM, CLEANING AND BOOT ALLOWANCE

- 8.1 Uniforms shall be furnished by the employer in the event that they are required.
- 8.2 The employer will provide dry cleaning services for each employee at the rate of four (4) clothing items per week. During this contract, the maximum rate the City shall be required to pay per month shall be \$30.00. The employer shall provide additional dry cleaning services if clothing is unusually soiled in the course of duty.
- 8.3 The Marine Patrol Technician will receive \$150 per year for the purchase of footwear. The Police Support Officer will receive \$100 per year for the purchase of footwear.

ARTICLE 9 - BENEFIT PLANS

- 9.1 Insurance premiums to provide employees and their dependents medical and dental benefits for the plans currently available shall be paid by the Employer; provided, however, that employees insuring only themselves shall pay \$10 per month for their own insurance and provided, further, that the City will only pay 90% of such insurance premiums for employee's dependents. The applicable insurance and benefit plans shall not be changed during the life of this Agreement. The employer's contribution shall be based on AWC's Regence HealthFirst Plan, Delta Dental Plan E, and Vision Services Low Option Plan (VSP).

The employer shall pay 100% premium cost for medical and dental insurance for all employees (except for the employee's \$10 monthly payment to the City as described above), plus 90% of premium costs for dependent coverage, for the period of the contract.

Opt-out of medical coverage - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his / her spouse or other source shall be entitled to receive 50% of the total premiums that would be paid by the city, contributed to their RHS account. Example - employee with a spouse would receive amount equal to 50% of the premiums for his / herself and spouse, minus the 10% employee contribution for the spouse. Employee with two children and spouse would receive the 50% of the equivalent of those premiums, again minus the 10% employee contribution for the spouse and dependents.

- 9.2 Retirement Plan. Employees shall be enrolled and covered to the extent required and allowed by the applicable State of Washington Department of Retirement Systems Plan. All qualified bargaining unit employees may elect, at any time, to claim benefits under the Early Retirement Plan using the calculations on the work sheet attached as Exhibit "A". A qualified employee is an employee who has reached age 55 and is vested in their respective retirement plan.
- 9.3 Worker's Compensation. Worker's compensation shall be provided by the City as provided by law.
- 9.4 Unemployment Compensation. Unemployment compensation shall be provided by the City as provided by law.
- 9.5 Vision Insurance. The City will provide employees and their dependents eye care and eye wear benefits through the VSP vision plan.
- 9.6 Life Insurance. The Employer shall provide and pay the premiums for \$50,000 life insurance for each employee covered by this Agreement.

ARTICLE 10 - SICK LEAVE

- 10.1 Accrual. Employees accrue sick leave at the rate of one normal work day for each month of service (8 hours for full-time employee, pro-rated for part-time employee). Sick leave accumulated in one year can be carried over to the succeeding years up to a maximum of one hundred twenty days (960) hrs. This amount is prorated for part-time employees. For purposes of calculating each employee's maximum accrual, each normal work day of sick leave benefits, whether it was earned by any employee covered by this agreement, shall be equal to eight hours. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their regularly prescribed rate. No compensation for accrued but unused sick leave shall be paid upon the termination of employment.
- 10.2 Use. Accrued sick leave benefits may be used by an employee to avoid loss of pay if the employee is unable to work his/her normal work schedule due to personal illness or injury, enforced quarantine in accordance with community health regulations, or the serious illness or injury of an immediate family member necessitating the employee's presence. Each normal work day of sick leave benefits earned and used by full-time employees shall be equal to 8.0 hours of sick leave benefits (pro-rated for part-time employees). Part-time employees sick leave earned and used shall be pro-rated.
- 10.3 Reporting. When an employee is unable to report for work, he/she must notify his/her supervisor as soon as reasonably prudent. Failure to do so

may result in denial of sick leave benefits for such absence. The City may, for cause, require a physician's statement.

- 10.4 Partial Absences. Absence for part of a normal work day for the reasons specified in Section 10.2 shall be charged against accrued sick leave in an amount not less than one-quarter of an hour. Holidays and other regular days off shall not be charged against accrued sick leave benefits during periods of absence due to authorized sick leave.
- 10.5 Probationary Employees. Probationary employees accrue but are not eligible to use sick leave benefits until they have worked six continuous months.
- 10.6 Integration of Workers' Compensation. In any case where an employee suffers an on-the-job injury and is eligible to receive workers' compensation time loss benefits, the City shall continue to pay such employee's regular pay for the normal work schedule for up to one month following such injury or illness. If an employee receives workers' compensation time loss benefits representing lost compensation for this one month period, the employee will reimburse the City for the value of any workers' compensation benefits received. During this one month period, the employee's accrued sick leave benefits shall not be charged. Any continuation of wages beyond this one month period shall be according to the City's personnel policies on disability leave. An employee on paid disability leave continues to receive all benefits provided by this Agreement.
- 10.7 Long Term Disability Insurance. The City will provide to the Records section employees who are members of the Mercer Island Police Association a long-term disability insurance benefit which provides a 60% guaranteed benefit after a 90 day qualifying period and a rehabilitation period of 36 months. The premium for this benefit will be paid by the City.
- 10.8 Wellness Incentive. During the term of this Agreement, the wellness incentive plan for bargaining unit employees shall be as follows:

All employees shall earn \$25 per month for every month with zero sick leave hours used. Additionally:

- Employees with 0 through 9 years of service earn:
 - \$300 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$150 plus 16 hours of vacation if 8 - 24 sick leave hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - 8 hours of vacation if 25 to 48 sick leave hours are used in the

previous calendar year. Hours earned will be pro-rated for part-time employees.

- Employees with 10 through 19 years of service earn:
 - \$600 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus 16 hours of vacation if 8 - 24 sick leave hours or less hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$100 plus 8 hours of vacation if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

- Employees with 20 years of service or more earn:
 - \$900 plus 24 hours of vacation if eight (8) sick leave hours or less are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$600 plus 16 days of vacation if 8 - 24 sick leave hours or less hours are use in the previous calendar year. Hours earned will be pro-rated for part-time employees.
 - \$300 plus 8 hours of vacation if 25 to 48 sick leave hours are used in the previous calendar year. Hours earned will be pro-rated for part-time employees.

Benefits for partial years of service shall be pro-rated as per time in service. Use of sick leave benefits does not include Labor and Industries time loss. The City shall place all money earned as part of this wellness incentive program into the employee's Retirement Health Savings (RHS) account.

ARTICLE 11 - HOLIDAYS

11.1 Twelve paid holiday days are recognized by the City as follows:

| | |
|-----------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Day | December 25 |
| Day after Christmas | December 26 |

Floating Holiday

Employee's Choice

- 11.2 Hours actually worked on New Year's Day, Thanksgiving Day and Christmas Day shall be paid at two times the employee's regular rate of pay. On all other recognized holidays, the employee shall be paid for any normal work days worked on such holidays, at one and one-half times the employee's regular rate of pay. Any hours worked on any holiday in excess of the normal work day shall be compensated at two and twenty five hundredths (2.25) times the regular rate of pay. On New Year's Day, Thanksgiving Day and Christmas Day any hours worked on any holiday in excess of the normal work day shall be compensated at three times the regular rate of pay. At the employee's option, he/she may receive straight time pay for the first eight hours worked on a recognized holiday and compensatory time at the rate of either two times the regular rate for hours actually worked on Thanksgiving, Christmas or New Year's Day, or one and one-half times the regular rate of pay for hours actually worked on other recognized holidays.
- 11.3 Another paid normal work day off shall be provided to the employee at the regular rate when the holiday falls on the employee's normal day off, or when the employee works on the holiday.
- 11.4 Employees shall not accumulate in excess of ten paid normal days off as the result of the operation of Section 11.3 unless scheduling requirements cause the City to request that the employee not schedule or use an accumulated holiday. Employees who accumulate more than ten paid normal work days off will schedule a holiday off as soon as possible in order to reduce the number of accumulated holidays to 10 or less, or use of the excess holidays will be scheduled by the City.
- 11.5 Employees may use holiday benefits after completing six month's continuous employment.
- 11.6 Upon termination of employment with the City, the employee will be paid for all unused holiday benefits at the employee's current regular hourly rate. For purposes of payoff of unused holiday benefits upon termination of employment, each accrued normal work day of holiday benefits, whether it was accrued by any employee covered by this agreement, shall be equal to 8 hours pay.
- 11.7 Part-time employees shall receive and use holiday leave on a pro-rated basis.

ARTICLE 12 - VACATIONS

- 12.1 Accrual. Vacation benefits are accrued by all employees as follows:

| <u>MONTHS OF CONTINUOUS SERVICE</u> | <u>HOURS ACCRUED PER MONTH</u> |
|---|--------------------------------|
| 1st month through 59th month | 8 hours per month |
| 60th month through 119th month | 10 hours per month |
| 120th month through 179th month | 12 hours per month |
| 180th month through 239th month | 14 hours per month |
| 240th month or more | 16 hours per month |

Vacations benefits are earned on a monthly basis. Benefits may be used in the month they are earned or during any subsequent month provided the employee has successfully completed six months employment. Vacation benefits may be used in four hour increments.

12.2 Pay. Vacation pay shall be the amount the employee would have earned had the employee worked his/her normal work schedule on the scheduled vacation days. Each normal work day of vacation benefits earned and used by a full-time employee will be equal to 8.0 hours of vacation benefits. Each normal work day of vacation benefits earned and used by a part-time employee shall be equal to 4 hours of vacation benefits.

12.3 Maximum Accrual. Vacation benefits may be earned and accrued up to 240 hours. For purposes of calculating each employee's maximum accrual, each normal work day of vacation benefits whether it was accrued by any full-time employee covered by this agreement shall be equal to 8 hours, part-time employees shall be equal to 4 hours. No additional earnings or accruals shall be credited to an employee who has earned and accrued the maximum benefits unless there are circumstances beyond the employee's control which precluded the employee from utilizing vacation benefits already accrued.

12.4 Scheduling. The Chief of Police or his/her designee will post a calendar before February 1 of each year in a conspicuous place that all employees will see for the purpose of allowing employees to request their preferred vacation times. The City retains the right to schedule vacations in such a way as will minimize interference with functions and workloads in particular sections. All vacations must have the approval of the Chief of Police or his/her designee. If two or more employees request identical or overlapping vacation dates, the more senior employee's request will be given preference. Employees who choose to split their vacation may exercise their seniority on preferred dates only once.

Employees may sign up for three weeks of vacation at a time and only one (1) person may be off at a time.

12.5 Cash Out of Holiday/Vacation Benefits. Employees who earn 12 or 15 normal work days of vacation per year, and who have accrued any vacation

benefits in excess of 10 normal work days as of October 30 of each year, and are not scheduled to use such excess vacation benefits before the end of the City's fiscal year, may at such employee's option be paid for such excess accruals by separate check before December 10 of each year. Employees who earn 18 or 20 normal work days of vacation per year and have accrued any vacation benefits in excess of 15 normal work days as of October 30 of each year, and are not scheduled to use such excess vacation benefits before the close of the City's fiscal year, may at the employee's option be paid for such excess accruals by separate check before December 10 of each year. Such excess accruals shall be paid at the eligible employee's current hourly rates of pay in effect at the time of such cash out. For purposes of this section, each accrued normal work day of vacation benefits, whether it was accrued by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

12.6 Cash Out Upon Termination. Upon termination of employment, regular employees shall be entitled to payment for all accrued but unused vacation benefits at their current hourly rate of pay up to a maximum of 240 hours, unless the amount over 240 hours was accrued while on disability leave. For purposes of this section, each accrued normal work day of vacation benefits, whether it was earned by any employee covered by this agreement, shall be equal to eight hours pay at the employee's current hourly rate of pay.

12.7 Part-time employees shall receive vacation leave on a pro-rated basis.

ARTICLE 13 - JURY DUTY AND WITNESS LEAVE

13.1 An employee serving on a jury will be excused from work and will be paid the amount the employee would have earned had the employee worked his/her normal work schedule. The employee will reimburse the City for any fees received for jury duty.

13.2 Any employee who, as a result of his/her department duties, is required to appear before a court shall be paid for such court appearances at the appropriate rate of pay. The employee will reimburse the City for any subpoena or witness fee received.

13.3 Any employee who is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive for other than department duties, shall be allowed to use any accrued holiday or vacation benefits or compensatory time to offset any loss of pay for such periods.

ARTICLE 14 - EMERGENCY LEAVE

- 14.1 When death, critical illness or injury occurs in the immediate family of an employee, and his/her attendance is necessary, he/she shall be allowed up to three (3) normal work days off duty with pay so long as the Chief of Police finds that the public peace, health, safety and welfare will not be seriously impaired as a result of the leave granted.
- 14.2 "Childbirth". At the time of delivery, five (5) days of emergency leave shall be granted for those employees who carry and deliver a child. On the day of delivery, one day of emergency leave shall be granted to an employee whose spouse gives birth.
- 14.3 "Immediate family" shall mean the spouse or children of the employee, the employee's mother and father, or the mother and father of the employee's spouse. However, under unusual circumstances, the Chief of Police may more broadly construe this term to apply to other persons living within the employee's household, others related to the employee by blood or marriage or to established foster relationships having attributes of familial ties.

ARTICLE 15 - PERSONNEL PROCEDURE/LAYOFF NOTICE

- 15.1 Employees having completed their probationary period, but having less than thirty (30) months in the Department, shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.
- 15.2 Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 Disputes regarding the interpretation of this Agreement shall be handled in the following manner:
- Step 1: The employee or the Association shall formally submit grievances in writing to the Chief of Police (or designee) through the appropriate Supervisor. Such submissions shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within sixty (60) calendar days from the date the employee knew or reasonably should have known of the alleged violation shall be deemed waived for all purposes. The Chief of Police (or designee) shall convene a Step 1 meeting within five (5) calendar days of receipt of grievance. Attendance at such

meeting may include appropriate supervisors, Association representative, and/or the individual grievant. The Chief of Police (or designee) shall render a decision in writing to the Association within seven (7) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Chief of Police (or designee) may be appealed in writing by the employee or the Association to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the Employer within fifteen (15) days of receipt of the Step 2 appeal.

Step 3: Within thirty days of receipt of the Step II answer of the employer, the Association must give written notice of to the City Manager or Acting City Manager of its intent to arbitrate any remaining dispute or the grievance will be considered time barred. The arbitrator shall be mutually selected from a list requested from the Federal Mediation and Conciliation Service. Only grievances which involved an alleged violation by the Employer of a specific article or provision of the Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

16.2 The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written brief) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

16.3 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be born separately by the party incurring the expense. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE 17 - INSURANCE PROTECTION

17.1 The City shall protect employees of the bargaining unit against civil claims arising out of the employees' actions taken in the course of their employment. Employees are not insured for illegal acts or other acts outside

department procedures. Insurance coverage presently provided by the City shall be continued for the duration of this Agreement; provided, however, that it is specifically recognized that the City's insurance coverage may be changed or cancelled by the insurer(s) without the City's consent and in the event of such a change or cancellation, the City will make a good faith attempt to obtain replacement coverage.

ARTICLE 18 - SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement provision. In the event the City's Police Department is totally or partially exempted from the federal wage and hour laws, the parties shall immediately enter into collective bargaining negotiations for the purpose of renegotiating relevant provisions in this Agreement.

ARTICLE 19 - MANAGEMENT RIGHTS

- 19.1 Subject to the terms and limitations of this Agreement, the management of the Police Department is vested in the Employer.

ARTICLE 20 - SCOPE OF AGREEMENT

- 20.1 The parties agree that this Agreement is their complete Agreement and that all Agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiations during the term of this Agreement, but they may be modified by mutual Agreement.
- 20.2 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 21 - BILL OF RIGHTS

- 21.1 When any employee of the Department is under investigation for an act that could lead to punitive action, inducing dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- 21.1.1 All complaints made against any member of the bargaining unit must be submitted in written form by the person making the complaint.
- 21.1.2 The person under investigation shall be informed of the nature of the complaint and the person in charge of the investigation. The person under investigation shall be supplied with a copy of the written complaint filed against them, this copy shall show the complaining persons signature as well as all of the facts set down in the complaint. It is understood that from time to time we will receive anonymous citizen complaints. It is further understood that all complaints should be investigated. After an initial investigation, the person in charge deems that it is a valid complaint and more investigation is necessary, then the person in charge becomes the complainant.
- 21.1.3 All interrogations shall be at a reasonable hour, the length of time of the interrogation shall be reasonable, and the person being interrogated shall have the right to attend to his/her own personal physical necessities.
- 21.1.4 There shall be no threats, abusive language or promises made during the interrogation; however, the employee may be informed that if he/she is given immunity from criminal action that his/her refusal to truthfully answer questions concerning his/her official duties may be subject to dismissal or other punitive actions;
- 21.1.5 If the investigation may lead to criminal charges, the employee must be informed of his/her constitutional rights.
- 21.1.6 No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her failure to take such polygraph test.
- 21.1.7 No locker or other space assigned to an employee under investigation shall be searched, without his/her presence or consent, except as a result of a search warrant.

ARTICLE 22 - MARINE PATROL HAZARD PAY

- 22.1 Double Time for Dive Team Missions. When the Marine Patrol Technician responds to an actual mission (call-out) with the City's Dive Team, such employee shall receive a rate of pay that is double his/her regular rate of pay.

ARTICLE 23 - SMOKING POLICY

- 23.1 Smoking is not permitted within the police building or in any of the Department vehicles. Exceptions may be granted only by the Police Chief.

Violation of this smoking policy may result in disciplinary action, up to and including termination.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be effective January 1, 2016, and it shall remain in full force and effect until December 31, 2017.

DATED AND SIGNED THIS _____ day of _____, 2017.

City of Mercer Island

Mercer Island Police Association

Steve Lancaster, Interim City Manager

Chris DeChant, Association President

Attest:

Allison Spietz, City Clerk

Approved as to Form:

Kari Sand, City Attorney

EXHIBIT A

Early Retirement Incentive Worksheet

Employee Name: _____ SSN: _____

___ Minimum 5 year of service with City

Early Retirement Incentive is computed as follows:

- \$100 for each year of service with the City
- \$100 for each month retiring early (maximum of 60 months)
- Up to 20% of salary savings

YEARS OF SERVICE

_____ Hire date
_____ Retirement date
_____ Years of service @ \$100 each

MONTHS

RETIRING EARLY

_____ Birthdate
_____ Months to age 65
_____ Months to reach 25 _____
_____ years service
_____ Months (use larger number, maximum 60)
_____ @ \$100 each _____

SALARY SAVINGS

_____ Current hourly rate, annualized @ 2088 hours _____
_____ New hourly rate, annualized @ 2088 hours _____
_____ Annual savings _____
_____ Monthly savings _____
_____ Deduct - months temporary help costs
_____ Total months (maximum of 12 months) times
_____ monthly savings x 20%

TOTAL _____

APPENDIX A

MERCER ISLAND RECORDS

January 1, 2016 Pay Scale

0.05% COLA Increase Over December 31, 2015 Wages

PSO & Marine Patrol Tech pay equals 75% of Police Officer Pay

| STEP % | 2016 HOURLY | O.T. | BI-WEEKLY | MONTHLY | ANNUAL | MONTHLY DUES |
|--|-------------|---------|-----------|---------|-------------|--------------|
| Records Clerk | | | | | | |
| A | \$22.65 | \$33.97 | \$1,812 | \$3,926 | \$47,110 | \$43.18 |
| B (Month 7) | \$23.94 | \$35.91 | \$1,915 | \$4,149 | \$49,791 | \$45.64 |
| C (Month 19) | \$25.23 | \$37.84 | \$2,018 | \$4,373 | \$52,471 | \$48.10 |
| D (Month 31) | \$26.68 | \$40.02 | \$2,134 | \$4,624 | \$55,492 | \$50.87 |
| E (Month 43) | \$28.38 | \$42.57 | \$2,271 | \$4,920 | \$59,036 | \$54.12 |
| 5 yrs 2% (2013) 5 yrs 3% (2014) | \$29.23 | \$43.85 | \$2,339 | \$5,067 | \$60,807 | \$55.74 |
| 8 yrs 3.5% (2013) 8 yrs 4.5% (2014) | \$29.66 | \$44.49 | \$2,373 | \$5,141 | \$61,692 | \$56.55 |
| 14 yrs 6.5% (2013) 15 yrs 6% (2014) | \$30.09 | \$45.13 | \$2,407 | \$5,215 | \$62,578 | \$57.36 |
| 17 yrs 8% (2013) 18 yrs 8% (2014) | \$30.65 | \$45.98 | \$2,452 | \$5,313 | \$63,759 | \$58.45 |
| 20 yrs 10% (2013) 21 yrs 10% (2014) | \$28.67 | \$43.00 | \$2,293 | \$4,969 | \$59,626 | \$54.66 |
| 23 yrs 12% (2013) 24 yrs 12% (2014) | \$31.79 | \$47.68 | \$2,543 | \$5,510 | \$66,120 | \$60.61 |
| Evidence Technician | | | | | | |
| | HOURLY | O.T. | BI-WEEKLY | MONTHLY | 2014 Annual | MONTHLY DUES |
| A | \$24.87 | \$37.30 | \$1,989 | \$4,310 | \$51,722 | \$47.41 |
| B (Month 7) | \$26.11 | \$39.17 | \$2,089 | \$4,526 | \$54,311 | \$49.79 |
| C (Month 19) | \$27.35 | \$41.02 | \$2,188 | \$4,740 | \$56,878 | \$52.14 |
| D (Month 31) | \$28.58 | \$42.87 | \$2,286 | \$4,954 | \$59,445 | \$54.49 |
| E (Month 43) | \$29.82 | \$44.74 | \$2,386 | \$5,170 | \$62,034 | \$56.86 |
| 5 yrs 2% (2013) 5 yrs 3% (2014) | \$30.42 | \$45.64 | \$2,434 | \$5,274 | \$63,283 | \$58.01 |
| 8 yrs 3.5% (2013) 8 yrs 4.5% (2014) | \$30.87 | \$46.31 | \$2,470 | \$5,351 | \$64,215 | \$58.86 |
| 14 yrs 6.5% (2013) 15 yrs 6% (2014) | \$31.77 | \$47.65 | \$2,541 | \$5,506 | \$66,077 | \$60.57 |
| 17 yrs 8% (2013) 18 yrs 8% (2014) | \$32.22 | \$48.32 | \$2,577 | \$5,584 | \$67,009 | \$61.42 |
| 20 yrs 10% (2013) 21 yrs 10% (2014) | \$32.81 | \$49.21 | \$2,624 | \$5,686 | \$68,235 | \$62.55 |
| 23 yrs 12% (2013) 24 yrs 12% (2014) | \$33.41 | \$50.11 | \$2,672 | \$5,790 | \$69,485 | \$63.69 |
| Police Support Officer & Marine Patrol Technician - 75% of Police Officer Pay | | | | | | |
| | HOURLY | O.T. | BI-WEEKLY | MONTHLY | 2014 Annual | MONTHLY DUES |
| A | \$25.90 | \$38.86 | \$2,072 | \$4,490 | \$53,879 | \$49.39 |
| B (Month 7) | \$27.31 | \$40.97 | \$2,185 | \$4,734 | \$56,810 | \$52.08 |
| C (Month 19) | \$28.03 | \$42.05 | \$2,243 | \$4,859 | \$58,309 | \$53.45 |
| D (Month 31) | \$29.43 | \$44.15 | \$2,354 | \$5,101 | \$61,216 | \$56.11 |
| E (Month 43) | \$30.74 | \$46.11 | \$2,459 | \$5,329 | \$63,945 | \$58.62 |
| 5 yrs 2% (2013) 5 yrs 3% (2014) | \$31.67 | \$47.50 | \$2,533 | \$5,489 | \$65,864 | \$60.38 |
| 8 yrs 3.5% (2013) 8 yrs 4.5% (2014) | \$32.13 | \$48.19 | \$2,570 | \$5,569 | \$66,823 | \$61.25 |
| 14 yrs 6.5% (2013) 15 yrs 6% (2014) | \$32.59 | \$48.88 | \$2,607 | \$5,649 | \$67,783 | \$62.13 |
| 17 yrs 8% (2013) 18 yrs 8% (2014) | \$33.20 | \$49.80 | \$2,656 | \$5,755 | \$69,062 | \$63.31 |
| 20 yrs 10% (2013) 21 yrs 10% (2014) | \$33.82 | \$50.73 | \$2,705 | \$5,862 | \$70,342 | \$64.48 |
| 23 yrs 12% (2013) 24 yrs 12% (2014) | \$34.43 | \$51.65 | \$2,755 | \$5,968 | \$71,621 | \$65.65 |



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

**AB 5153
February 1, 2016
Consent Calendar**

**I-90 LOSS OF MOBILITY NEGOTIATION
FUNDING**

Proposed Council Action:

Appropriate \$100,000 from the 2015 General Fund Surplus to support the City's I-90 loss of mobility negotiations.

DEPARTMENT OF City Manager (Kirsten Taylor)

COUNCIL LIAISON n/a

EXHIBITS n/a

APPROVED BY CITY MANAGER

| | | |
|-------------------------------|----|---------|
| AMOUNT OF EXPENDITURE | \$ | 100,000 |
| AMOUNT BUDGETED | \$ | 0 |
| APPROPRIATION REQUIRED | \$ | 100,000 |

SUMMARY

Background

As was presented at the September 9, 2015 Council meeting, the 2004 amendment to the 1976 Memorandum Agreement governing construction of light rail in the center lanes of I-90 provides that:

To the extent of any loss of mobility to and from Mercer Island based on the outcome of studies, additional transit facilities and services such as additional bus service, parking available for Mercer Island residents, and other measures shall be identified and satisfactorily addressed

In accordance with this provision, the City and Sound Transit have been involved in discussions for a number of years about the appropriate mitigation to Mercer Island for the "loss of mobility" that will arise from the planned closure of the I-90 center lanes for construction of the East Link light rail. No agreements have been reached with Sound Transit about measures to mitigate the loss of mobility.

Sound Transit Board Motion

In order to begin addressing the outstanding issues between Sound Transit and the City, the Sound Transit Board adopted a motion at its July 23, 2015 meeting directing Sound Transit staff to:

. . . work with City of Mercer Island, the Mercer Island public and other interested parties, including WSDOT and King County/Metro to identify issues to be addressed with regard to implementation of and access to East Link light rail and connecting bus service on Mercer Island, including obligations under the 2004 Amendment to the 1976 Memorandum of

Agreement and other matters involving East Link light rail that directly impact the City of Mercer Island.

As a next step following the Board's motion, the City, Sound Transit, WSDOT, and Metro implemented a community listening tour in Mercer Island to hear from residents and identify issues and concerns. A public meeting and listening session was held on September 24 and other drop-in discussion sessions were held on September 30, October 1 and October 5, 2015. Based on public and other City input, the parties began to negotiate a list of issues and potential actions to resolve the identified issues. This process includes an effort to negotiate appropriate mitigation for the City's loss of mobility.

City Consultant Team

Given the importance of these issues and the need for expert assistance to help vigorously advance the Island's interests, the City established a consultant team to assist the City in negotiations with Sound Transit and WSDOT. Utilizing a consultant team to support this work is similar to the approach successfully utilized by the City in response to the proposal to toll I-90.

Identified needs for such a consultant team included: 1) a strategic consultant to provide expert assistance on negotiations, issue management, communications and political strategy; 2) a transportation consultant to provide a possible range of traffic, transportation and impact analysis to support the City's position; and, possibly, 3) legal and other expert support as necessary to ensure we are best advancing the interests of the City.

The following firms were selected for this initiative:

- **Washington2Advocates** - Tony Williams of W2A serves as our primary strategic consultant. Tony was the key consultant for the City of Bellevue's negotiations with Sound Transit and he brings considerable experience in working with that agency. He is known as a savvy and firm negotiator and adept strategist. He is a veteran of the Washington, D.C. and Pacific Northwest political scenes for over 25 years, and is a founding partner and Chairman of W2A. Tony specializes in helping Pacific Northwest clients identify opportunities and solve problems. He also serves as a strategic advisor to several elected officials, CEOs and top managers, helping them diagnose, resolve and articulate sensitive internal and public issues. During his years on Capitol Hill, he served as Chief of Staff to Senator Slade Gorton.
- **Fehr & Peers** - Fehr & Peers specializes in providing transportation planning and engineering services to public and private sector clients. Practice areas include: travel behavior & forecasting; transit planning, multimodal operations & simulation; integrated land use & transportation plans; bicycle & pedestrian planning; conceptual street & trail design; transportation engineering and design; and impact fees & Level of Service policy. Nationally, Fehr & Peers has over 250 employees in 12 offices. The Seattle office has been active in Washington State since 1998 with a staff of 20, including professionally licensed transportation planners and engineers. They have worked extensively on WSDOT and Sound Transit related matters on major planning studies, including I-90 across Lake Washington.

An appropriation of \$100,000 is requested for continuing the work necessary to ensure the best possible outcome for Mercer Island. This funding is proposed to come from the City's 2015 General Fund Surplus.

As the issues move forward, staff and the Council Subcommittee will continue to monitor the needed assistance and budget. The focus will be to ensure the City's best interests are advanced as the City is vigorously negotiating appropriate measures to address the Island's coming loss of mobility from closure of the I-90 center lanes and construction of East Link. Updates will be provided to the Council and the public as this work progresses.

RECOMMENDATION

Assistant City Manager

MOVE TO: Appropriate \$100,000 from the 2015 General Fund Surplus for consultant services related to I-90 loss of mobility negotiations.



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

**AB 5154
February 1, 2016
Regular Business**

ADVISORY VOTE ON THE PROPOSED USE OF THE RECYCLING CENTER SITE AND A PORTION OF MERCERDALE PARK BY THE MERCER ISLAND CENTER FOR THE ARTS ("MICA") BEFORE FURTHER COUNCIL ACTION

Proposed Council Action:

Conduct an advisory vote prior to any further Council action on the MICA project.

| | |
|---------------------------------|----------------------------------|
| DEPARTMENT OF | City Attorney (Kari Sand) |
| COUNCIL LIAISON | David Wisenteiner Jeff Sanderson |
| EXHIBITS | n/a |
| APPROVED BY CITY MANAGER | |

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

SUMMARY

Pursuant to City Council Rule of Procedure 3.2, Councilmembers Wisenteiner and Sanderson have requested that this item be placed on the February 1, 2016 meeting agenda. If approved by the City Council, the motion would indicate Council’s intent to conduct an advisory vote to gauge the level of community support on whether the City should lease the Recycling Center site and a portion of Mercerdale Park for the construction and operation of a performing and visual arts center by the Mercer Island Center for the Arts (“MICA”). As drafted, the motion would provide for an advisory vote prior to any further Council action on the MICA project. If approved by a Council majority vote, the exact language of an advisory vote ballot measure would be subject to further review and revision by the City Attorney at a future date.

The following information regarding an advisory election was provided at the request of the City Council as part of AB 5133 (11/16/15), when the Council first considered the provisions of a draft ground lease for MICA.

POTENTIAL ADVISORY ELECTION PROCESS AND COST ESTIMATES

An “Advisory Vote” is a tool that the Mercer Island City Council may use to gauge the level of community support for a proposed project. For example, the question of whether the City should lease a portion of Mercerdale Park for the potential construction of a performing and visual arts center could be submitted to the voters as an advisory vote. The results of an advisory vote are non-binding and do not change local law.

If the City Council were to put a question to the voters, it would be in the form of a ballot measure. The Council would choose the election date they would want the ballot measure on, the City Attorney would

draft a ballot title and resolution, the Council would pass the resolution to place a measure on the ballot, and the City Clerk would file the resolution with the King County Director of Elections.

An advisory vote could cost anywhere from \$20,000 to \$70,000, depending on when the election is held (a special election would be the most expensive) and how many other items are on the ballot (the costs are split between all of the jurisdictions with ballot measures).

RECOMMENDATION

Councilmembers Wisenteiner and Sanderson

MOVE TO: Conduct an advisory vote on the question of whether the City should lease the Recycling Center site and a portion of Mercerdale Park for the construction and operation of a performing and visual arts center by the Mercer Island Center for the Arts ("MICA") prior to any further Council action on the MICA project.



CITY COUNCIL PLANNING SCHEDULE

All meetings are held in the City Hall Council Chambers unless otherwise noted.
 Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm.
 Items listed for each meeting are not in any particular order.

| FEBRUARY 1 (6:00 PM) | | |
|---|---|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Executive Session (6:00-7:00 pm)</i> | Potential/Pending Litigation pursuant to RCW 42.30.110(1)(i) | 60 |
| <i>Consent Calendar</i> | 2016-2017 Police and Police Support Collective Bargaining Agreements – K. Segle | -- |
| <i>Consent Calendar</i> | I-90 Loss of Mobility Negotiations Appropriation – K. Taylor | -- |
| <i>Regular Business</i> | Advisory Vote on the Mercer Island Center for the Arts ("MICA") Use of the Recycling Center Site at Mercerdale Park Before Further Council Action – K. Sand | 45 |
| <i>Executive Session</i> | Potential/Pending Litigation pursuant to RCW 42.30.110(1)(i) | 20 |

| FEBRUARY 22 | | |
|-------------------------|---|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Study Session</i> | 2016 Council/Staff Work Plan | 60 |
| <i>Consent Calendar</i> | ARCH 2016 Budget and Work Program | -- |
| <i>Consent Calendar</i> | ARCH 2015 Trust Fund Recommendations | -- |
| <i>Regular Business</i> | Coval Final Long Plat Approval – K. Sand & S. Restall | 60 |
| <i>Regular Business</i> | Community Solar Project Update and Lease Agreement – R. Freeman | 30 |
| <i>Regular Business</i> | Trellis Final Long Plat Approval – K. Sand & S. Restall | 60 |

| MARCH 7 | | |
|----------------------|--|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Study Session</i> | Island Crest Park Ballfield Lights and South Field Improvement Projects– P. West | 60 |
| | | |

| MARCH 21 | | |
|-------------------------|--|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Study Session</i> | Island Crest Way Resurfacing Phase 2 Channelization Discussion – C. Morris | 60 |
| <i>Regular Business</i> | 2017-2022 Capital Improvement Program (CIP) Budget Kick-Off – F. Lake | 60 |

| APRIL 4 | | |
|------------------|------------------------|-------------|
| Item Type | Topic/Presenter | Time |
| | | |
| | | |

| APRIL 18 | | |
|------------------|------------------------|-------------|
| Item Type | Topic/Presenter | Time |
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| MAY 2 | | |
|-------------------------|--|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Regular Business</i> | 2015 Construction Codes Update (1 st Reading) - D. Cole | 30 |
| | | |

| MAY 16 | | |
|-------------------------|---|-------------|
| Item Type | Topic/Presenter | Time |
| <i>Regular Business</i> | 2015 Construction Codes Update (2 nd Reading) - D. Cole | 10 |
| <i>Regular Business</i> | 1 st Quarter 2016 Financial Status Report & Budget Adjustments – C. Corder | 30 |

OTHER ITEMS TO BE SCHEDULED:

- CenturyLink Cable Franchise – K. Sand
- Clarke Beach Conversion Property – P. West
- Pioneer Park Off Leash Dog Policy – B. Fletcher
- Interlocal Agreement for City of Kirkland Jail – L. Burns
- Town Center Visioning and Code Update – S. Greenberg
- Comprehensive Plan Update – S. Restall
- 6-year Sustainability Plan – R. Freeman

COUNCILMEMBER ABSENCES:

- None



Memorandum

Mayor Bruce Bassett

TO: Councilmembers Dan Grausz, Jeff Sanderson, Wendy Weiker, David Wisenteiner, Benson Wong, and Deputy Mayor Debbie Bertlin

FROM: Mayor Bruce Bassett

DATE: February 1, 2016

RE: Boards and Commissions Appointments

Please affirm the following appointments:

| BOARD OR COMMISSION | POS | NAME | TERM |
|------------------------------------|------------|------------------|-------------|
| Mercer Island Library Board | 5 | Alice MacCormack | 2016 |
| Utility Board | 6 | Brian Thomas | 2018 |

MOVE TO: Affirm the appointments of Alice MacCormack to Position #5 (expiring December 2016) on the Mercer Island Library Board and Brian Thomas to Position #6 (expiring May 2018) on the Utility Board.