



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5505
December 4, 2018
Study Session

Table with 3 columns: Item Name (SOLID WASTE CONTRACT DISCUSSION), Action (Receive presentation), and Action Type (Discussion Only, Motion, Ordinance, Resolution).

Table with 2 columns: Item Name (DEPARTMENT OF, COUNCIL LIAISON, EXHIBITS, 2018-2019 CITY COUNCIL GOAL, APPROVED BY CITY MANAGER) and Description (Public Works, Debbie Bertlin, Survey, Update Codes, etc.).

Table with 3 columns: Financial Item (AMOUNT OF EXPENDITURE, AMOUNT BUDGETED, APPROPRIATION REQUIRED), Unit (\$), and Value (n/a).

SUMMARY

BACKGROUND

The City's contract for solid waste collection services with Rabanco Ltd., d/b/a Allied Waste Services of Bellevue (known to Island residents as Republic), is set to expire September 30, 2019. Initially, the City requested a 9-month extension which would have allowed the City to negotiate directly with Republic while providing the necessary time to competitively procure a new contract if the negotiations failed.

At the June 5, 2018 Council Meeting (see AB 5438), staff outlined the competitive procurement process and timeline for soliciting a new contract.

On July 20, 2018, the City released a competitive RFP for the following services:

- Residential and Commercial Garbage,
Recycling and Compostables Collection, and
Processing and Marketing of Collected Recycling and Compostables.

The RFP closed on September 25, 2018, and the City received four competitive proposals from:

- Cedar Grove Services, Republic Services, and
Recology King County Inc., Waste Management.

The RFP was evaluated and scored in two parts, Rate Evaluation and Qualitative Evaluation, which demonstrated knowledge, skills, experience, capacity, customer service, operations, maintenance, public outreach and education, financial management, and sustainability. The aggregate of the Rate Evaluation and the Qualitative Evaluation scores provides the basis for staff's recommendation on the preferred service provider.

Evaluation Committee

The Evaluation Committee's (Committee) role was to review proposals and the qualitative components of each submittal. The Committee completed a thorough review of each proposal, interviewed all firms, conducted site visits of the proposer facilities, and completed reference checks with other jurisdictions. The Evaluation Committee included the following members:

City Staff	Jason Kintner, Public Works Director Ross Freeman, Sustainability and Communications Manager Francie Lake, Deputy Finance Director
Utility Board Members	Tom DeBoer, Utility Board Vice Chair Will Pokorny, Utility Board Member

Community Engagement and Outreach

In an effort to inform the community, staff provided updates on the changes in the global recycling market and the negative impacts of contamination in the recyclables collected and sent to China ("National Sword" and "Blue Sky" initiatives) in the [April 18, 2018 MI Weekly](#). As previously stated, these global impacts have drastically changed the industry and have driven up costs to recycle. Moreover, the City Manager also provided the Council with an update on the changing recycling market at the May 1, 2018 Council Meeting as part of the City Manager's Report.

Additionally, at the August 14, 2018 Utility Board Meeting, staff provided an update on the RFP process and discussed the potential impacts of the changes in contamination rates.

In conjunction with the procurement process, a non-scientific online community survey on solid waste and recycling services was conducted in September 2018 (promoted in the [September 19, 2018 MI Weekly](#)). The survey (see Exhibit 2) received 172 responses and provided input for Committee consideration.

**RFP RESULTS**

While all four proposals clearly demonstrated an ability to provide competent solid waste collection services to Mercer Island, Recology King County Inc. ("Recology") scored the highest in **both sections** of the RFP.

Some highlights of Recology's proposal include:

- Collection fleet powered by renewable natural gas (for reduced carbon emissions);
- A local call center with a dedicated phone line for Mercer Island residents;
- 100% employee-owned through a stock ownership plan;
- Pays recyclable materials drivers comparably to solid waste drivers;
- Philosophy on sustainability closely aligns with the City of Mercer Island's goal to focus on waste reduction to ultimately achieve zero waste; and
- Experience in effective public education and advocacy to improve diversion rates.

Recology has completed numerous, successful implementations in King County, including the cities of Bothell, Burien, Carnation, Des Moines, Issaquah, Maple Valley, SeaTac, Seattle, and Shoreline and the Seattle Public Schools.

Recology has a history of providing excellent customer service and maintaining an average missed collection rate of only 0.25 per 1,000 services. Recology has pioneered new technologies and innovative programs such as the deployment of a Recycling Retail Store and Customer Service Center (currently located in Issaquah), as well as piloting the first electric collection vehicle pilot program (Seattle 2019). In 2014, Recology opened their new Materials Recovery Facility and has demonstrated a commitment to reinvest in operations to lower contamination levels.

Since completing the RFP process, staff drafted a contract with Recology with the assistance of consultant Jeff Brown (Epicenter Services LLC) for Council consideration at its December 4, 2018 regular meeting.

## **NEW CONTRACT**

Effective October 1, 2019, the term of the new contract will be for ten (10) years with a sole option of the City to extend it up to two (2) years. At any time, through mutual agreement with the Contractor, the terms of the agreement may be amended. Garbage, recyclables, and compostables collection shall occur on the same regularly scheduled day of the week for all single-family residential customers. Other notable elements of the proposed, new contract include:

- Weekly (year-round) collection of single-family compostable services (required as part of base contract);
- Weekly (year-round) collection of single-family recyclable services (selected alternative);
- For residents who generate very little household garbage, a new service option is available at a lower monthly fee (32-gallon cart monthly option);
- Required new and standardized collection containers to be owned by the City at the end of the contract (City-owned carts will provide the City additional flexibility in the procurement of a new contract at the end of the contract term);
- New, low-polluting collection vehicles;
- On-Call Bulky Waste Collection scenario that provides single-family residential customers an on-call clean-up option to place up to one cubic yard of garbage and two non-appliance bulky items (e.g., couches or large chairs) at the curb for collection, once per year;
- Weekly service to City-owned facilities (including the Thrift Shop) and parks;
- Support for up to three City-sponsored public events (such as Leap for Green, Summer Celebration, or SeaFair) each year;
- Collection services for up to 34 receptacles/containers in the Town Center (work previously performed using City resources);
- A Commodity Adjustment Mechanism in which the commodity value per ton for the current contract year will be compared to the calculated commodity value per ton for the previous year to determine a percentage increase or decrease (in the event of increases, the resulting excess/surplus will be paid to the City annually to support sustainability programs);
- A City Sustainability Adjustment set at 3.5% (expected to generate approximately \$150,000 in revenue) based on the gross revenues received by the Contractor from all customers under this agreement, excluding Drop-Box (i.e. roll-off dumpsters) disposal fees (this fee and disposal fees will adjust annually with inflation over the course of the agreement); and
- The CPI inflation increase will not be effective until January 1, 2021 (customer rates are not expected to change again until that time unless King County disposal fees are changed in 2020).

## SUSTAINABILITY OPPORTUNITIES

The inclusion of a City Sustainability Adjustment and the Commodity Adjustment Mechanism provides unique opportunities to fund a range of ongoing sustainability programming. For example, the City has long sought to improve diversion rates and reduce landfill volumes through waste prevention, reuse, and recycling, especially in the multi-family setting.

Additional funding to develop consistent outreach messaging and related policies would help achieve this goal. As drafted in King County’s Solid Waste Comprehensive Plan, interim diversion goals for the region have been set to achieve a 70% rate with an emphasis on education and improved collection standards, as the County works towards Zero Waste of Resources (materials with economic value) by 2030.

Moreover, staff anticipates other significant outreach needs resulting from the current uncertainty in the regional recycling market and strengthened waste reduction goals. Likewise, these resources would help to guard against future unfunded mandates that may come from the State Legislature.

## RATE IMPACTS

The RFP was designed to provide the City and its residents with the best possible outcome, including providing improved service to the community at the lowest possible cost. Due to the ongoing impacts of the China National Sword and Blue-Sky initiatives, which impose much stricter contamination standards, commodity values have recently declined nationwide. Recycling is now more expensive and Material Recovery Facilities (MRFs) have had to modify operations by increasing staffing numbers on the sorting line, reinvesting in technology improvements to lower contamination rates, and diversifying recycling markets. As expected, these increased costs are being passed onto the customer.

**All proposals anticipated a rate increase. Recology’s proposal was the lowest overall rate increase.** The main drivers of an anticipated rate increase include the length of time since the last contract was procured, rising operational costs over the last 10 years, the recycling market changes noted above, adding weekly recycling services, the City’s sustainability adjustment, and shifting commodity revenues to City sustainability efforts. As such, the current cost for services is not representative of today’s economic conditions. It is anticipated that single-family residential rates will increase approximately 29% on average. The following table identifies the proposed new rates effective in the first year of the proposed 2019-2029 Recology contract.

Service Level	Recology Monthly Rate Oct 2019 – Dec 2020
<b>Single Family Options*</b>	
32-gallon cart (monthly option)**	\$10.55
20-gallon cart/minican (weekly)	\$21.20
32-gallon cart (weekly)	\$36.06
64-gallon cart (weekly)	\$55.08
<b>Commercial Options</b>	
2 yard “dumpster” (weekly)	\$246.60
25-yard drop-box (on-call)	\$277.08

\* Rates include garbage, recyclables, and compostables.

\*\* This service level would be a new option for residents who generate very little household garbage.

## **RECOMMENDATION**

Staff's recommendation to award the contract to Recology Services King County Inc. is presented in AB 5508 as a Regular Business item later this evening. Staff will be available to answer questions from the Council and Utility Board during the joint Study Session.

## **RECOMMENDATION**

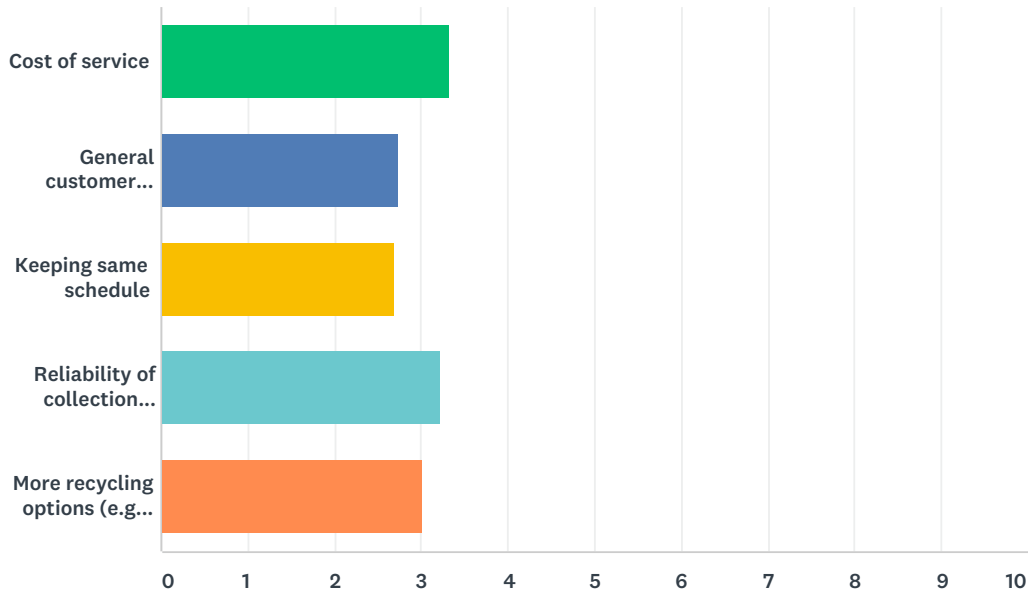
*Public Works Director*

Receive presentation.



## Q1 Please rank the following from most important (5) to least important (1).

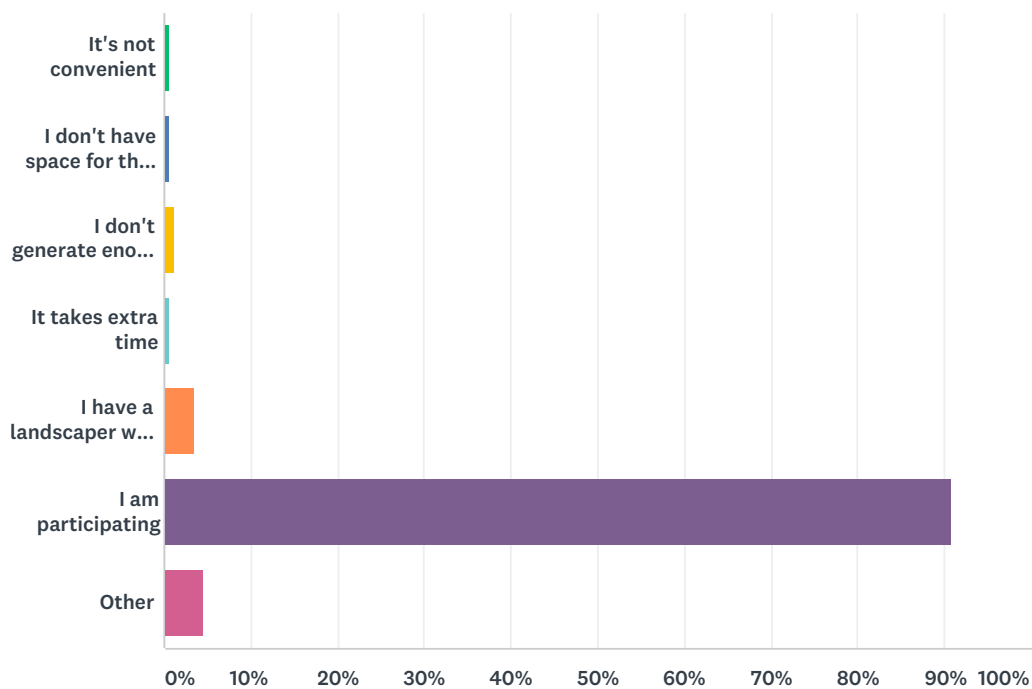
Answered: 172 Skipped: 0



	1	2	3	4	5	TOTAL	SCORE
Cost of service	27.91% 48	19.19% 33	22.09% 38	18.60% 32	12.21% 21	172	3.32
General customer support	8.72% 15	20.93% 36	25.58% 44	25.00% 43	19.77% 34	172	2.74
Keeping same schedule	12.79% 22	18.60% 32	21.51% 37	20.35% 35	26.74% 46	172	2.70
Reliability of collection service	24.42% 42	26.74% 46	14.53% 25	16.28% 28	18.02% 31	172	3.23
More recycling options (e.g. collect additional items, more frequent collection, etc.)	26.16% 45	14.53% 25	16.28% 28	19.77% 34	23.26% 40	172	3.01

## Q2 If you are not participating in yard waste collection, what are the primary reasons? (Please check all that apply)

Answered: 172 Skipped: 0



ANSWER CHOICES	RESPONSES
It's not convenient	0.58% 1
I don't have space for the container	0.58% 1
I don't generate enough materials to warrant it	1.16% 2
It takes extra time	0.58% 1
I have a landscaper who hauls yard waste away	3.49% 6
I am participating	90.70% 156
Other	4.65% 8
Total Respondents: 172	

#	OTHER (PLEASE SPECIFY)	DATE
1	have room on property for "disposal" and composting	10/30/2018 10:23 PM
2	I am participating and would like to do so more, but my condo does not make it easily accessible for residents to participate.	10/26/2018 3:01 PM
3	.	10/1/2018 1:42 PM
4	I'm a tenant at an apartment complex that doesn't provide a container for composting	9/24/2018 9:36 AM
5	N/A	9/23/2018 9:30 PM
6	Compsting food waste should be required. Apartments should also have compost/food waste pickup.	9/23/2018 10:31 AM

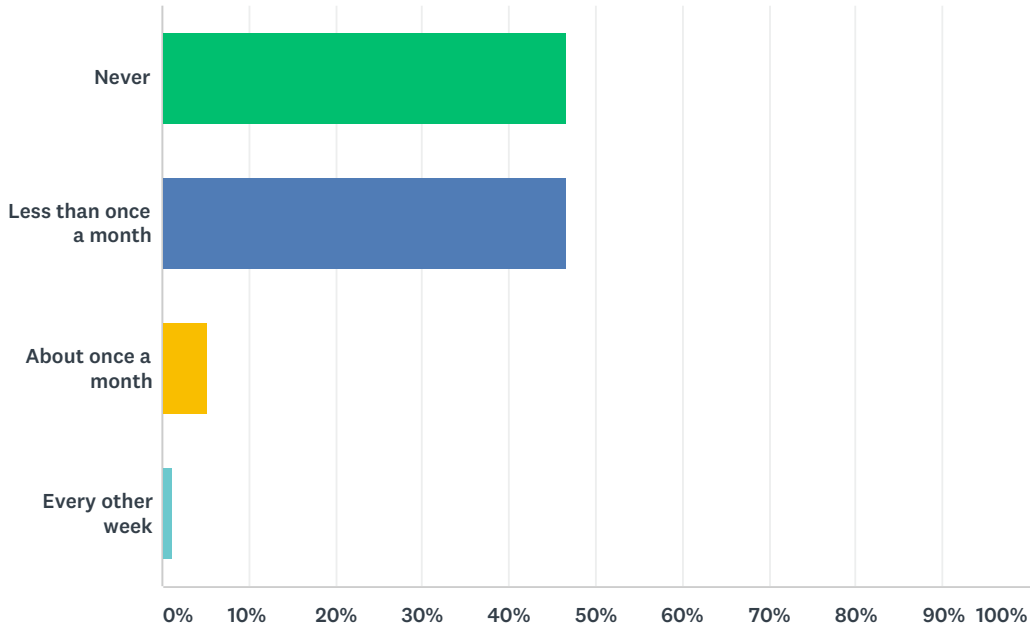
## City Survey on Garbage/Recycling/Food-Yard Waste Service

7	People were putting scraps in the yard waste bins and not putting them in biodegradable bags and during the summer, there were so many flies that we ended up getting maggots and wasps.	9/22/2018 11:34 AM
8	NA. We are participating	9/20/2018 5:24 PM
9	We have three so contribute maximum allowed	9/20/2018 2:25 PM
10	I appreciate and like this service	9/19/2018 4:33 PM



### Q3 In the past 12 months, how often have you taken any materials to a King County Transfer Station for disposal or recycling (ie. Factoria Transfer Station)?

Answered: 169 Skipped: 3



ANSWER CHOICES	RESPONSES
Never	46.75% 79
Less than once a month	46.75% 79
About once a month	5.33% 9
Every other week	1.18% 2
<b>TOTAL</b>	<b>169</b>

#	IF SO, HOW OFTEN AND WHAT HAVE YOU NEEDED TO DISPOSE OF OR RECYCLE?	DATE
1	About every 4 months. Fluorescent tubes, pesticide, herbicide.	10/16/2018 4:59 PM
2	Florence tubes	10/5/2018 4:07 PM
3	Construction and remodeling debris	10/5/2018 4:05 PM
4	Bulky items like mattresses	9/27/2018 9:27 PM
5	Only when I have household hazardous waste	9/27/2018 9:16 PM
6	Big items from a remodel	9/27/2018 8:00 AM
7	Primarily recycle of items that don't fit in bin or due to recycle only being picked up every other week.	9/26/2018 2:10 PM
8	paint, aerosols, batteries	9/24/2018 5:01 PM
9	hazardous waste once in past yr	9/24/2018 2:34 PM
10	Once because I missed the hazardous waste day pick up.	9/24/2018 12:52 PM
11	Oil based paints	9/23/2018 3:37 AM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

12	about 3 times per year	9/22/2018 9:04 AM
13	couch, yard waste, mattress	9/21/2018 7:46 PM
14	Mattresses, bodies, meth lab equipment to	9/21/2018 7:18 PM
15	Once this year; extra turf	9/21/2018 6:46 PM
16	very old and worn out books	9/21/2018 6:44 PM
17	Mixed materials, too big for the container	9/21/2018 5:24 PM
18	Old paint and other chemicals that couldn't go in the garbage + large items that don't fit in the trash bin.	9/21/2018 1:03 PM
19	once for hazmat (recyclable batteries). we try to take advantage of the special collection events the city offers	9/21/2018 11:33 AM
20	Batteries, flourescent bulbs, and motor oil (went once)	9/21/2018 8:25 AM
21	every 3 months to dispose of batteries, & extra cardboard	9/20/2018 7:23 PM
22	Once a year, for items too large to fit in the bin	9/20/2018 6:14 PM
23	tomorrow paint cans and other disposal	9/20/2018 2:25 PM
24	2X yr ( see answer to #4)	9/20/2018 2:18 PM
25	Items too big to fit in the can	9/20/2018 12:52 PM
26	large items and toxic substances	9/20/2018 12:51 PM
27	metal, treated wood	9/20/2018 9:28 AM
28	large items, cardboard boxes, paint cans	9/20/2018 8:57 AM
29	2-3x a year, large items or hazmat waste	9/20/2018 7:48 AM
30	I have gone twice this year. Disposed of large items that wouldn't fit in garbage can.	9/20/2018 7:22 AM
31	Paints etc	9/20/2018 7:21 AM
32	Once a year - some anomoly item	9/20/2018 3:00 AM
33	extra cardboard recycling	9/20/2018 12:15 AM
34	Metal, clean wood, textiles	9/19/2018 7:51 PM
35	2 to 3 times per year	9/19/2018 7:29 PM
36	We own a rental property so mostly used for that.	9/19/2018 7:09 PM
37	General Garbage	9/19/2018 6:35 PM
38	One a year due to remodeling	9/19/2018 6:22 PM
39	Once in the last year. Disposed of old toilet and tank/lid.	9/19/2018 4:38 PM
40	Yard waste. Large garbage	9/19/2018 4:34 PM
41	Waste from home project	9/19/2018 4:33 PM
42	1x, wood playground	9/19/2018 4:32 PM
43	It's usually large items that don't fit in the cans	9/19/2018 4:18 PM
44	Flourscent light bulbs	9/19/2018 4:05 PM
45	Pallets, mattresses, wood	9/19/2018 3:41 PM
46	paint 1x	9/19/2018 3:39 PM
47	Construction materials	9/19/2018 3:39 PM
48	excess yard waste and recycle	9/19/2018 3:34 PM
49	Hazardous waste	9/19/2018 3:28 PM
50	Once. Yard debris.	9/19/2018 3:09 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

51	large items and long fluorescent bulbs	9/19/2018 3:06 PM
52	3 X per year	9/19/2018 3:01 PM
53	went there twice last 12 months	9/19/2018 2:48 PM
54	Always hazardous wastes; batteries usually but occasionally fluorescent bulbs	9/19/2018 2:44 PM

## Q4 What is the main reason you take household garbage to a transfer station or landfill? (Skip if this does not apply to you)

Answered: 65 Skipped: 107

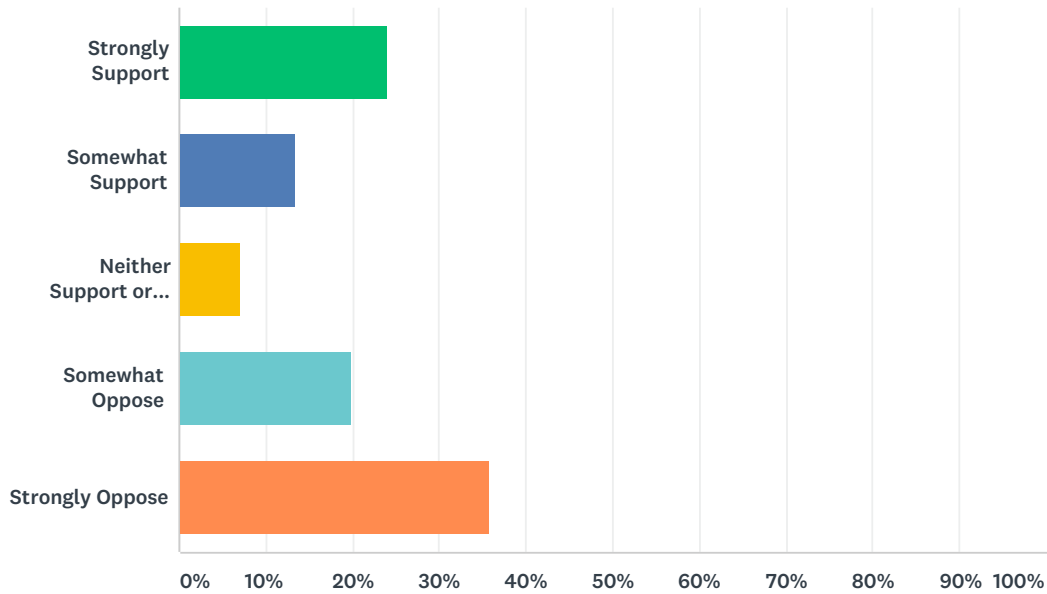
#	RESPONSES	DATE
1	Larger items, construction/improvement stuff	10/27/2018 12:56 PM
2	helping someone move out and properly dispose of items	10/26/2018 3:01 PM
3	Too big for trash	10/16/2018 4:59 PM
4	Too big to fit in container	10/5/2018 4:17 PM
5	Doesn't fit in the bin	10/5/2018 4:05 PM
6	Items not collected in bins and/or too much.	10/3/2018 1:52 PM
7	Way cheaper.... i mean "Cost Effective"	10/1/2018 1:42 PM
8	Too big or too much for pickup	9/27/2018 9:27 PM
9	household hazardous waste (paint, pesticides, mercury spill)	9/27/2018 9:16 PM
10	Too large for waste bin	9/26/2018 3:18 PM
11	hazmat, large items	9/24/2018 9:48 PM
12	toxic materials large materials	9/24/2018 7:07 AM
13	Large item or hazardous	9/23/2018 10:31 AM
14	Old paint, medications, medical sharps, household cleaners, old gas	9/23/2018 10:18 AM
15	Too bulky to fit in the can	9/23/2018 7:21 AM
16	access quantity	9/22/2018 8:41 PM
17	Too much stuff	9/22/2018 7:34 PM
18	Size — too big For local pick up.	9/22/2018 4:12 PM
19	batteries, large items	9/22/2018 2:18 PM
20	too large for curbside	9/22/2018 5:53 AM
21	does not go out at curb	9/21/2018 7:46 PM
22	Too large to fit in our garbage container	9/21/2018 6:46 PM
23	because they have a special bin for books	9/21/2018 6:44 PM
24	No need to.	9/21/2018 5:53 PM
25	Proper disposal	9/21/2018 5:24 PM
26	Size and amount	9/21/2018 3:48 PM
27	Oversized objects	9/21/2018 2:40 PM
28	Usually, it's for things that won't fit in our trash can.	9/21/2018 1:03 PM
29	Household hazardous waste	9/21/2018 8:25 AM
30	Larger items	9/20/2018 9:32 PM
31	These items are not accepted by Republic Services	9/20/2018 7:23 PM
32	Too large to fit in the bin	9/20/2018 6:14 PM
33	Too large a load for pur curbside pick up	9/20/2018 6:08 PM
34	Large amount/items too big for bins	9/20/2018 3:32 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

35	Specially disposed of garbage materials	9/20/2018 2:25 PM
36	too big for street pick up, hazardous waste, construction materials	9/20/2018 2:18 PM
37	too big for collection container	9/20/2018 12:16 PM
38	Hazardous products	9/20/2018 10:46 AM
39	Items are over-sized/too large	9/20/2018 9:06 AM
40	waste from my remodel and household move	9/20/2018 8:57 AM
41	Too large to fit in garbage or recycle cans.	9/20/2018 7:22 AM
42	Hazardous waste and wood/wire debris	9/20/2018 2:49 AM
43	dont want to wait until next collection date or larger items to be disposed of	9/20/2018 12:15 AM
44	Maybe every few years if I'm doing a big clean up project	9/19/2018 9:19 PM
45	to get rid of things that can't go in garbage	9/19/2018 8:38 PM
46	Oversize items	9/19/2018 7:51 PM
47	hazardous materials and large items	9/19/2018 7:29 PM
48	Items too big to fit in garbage can	9/19/2018 6:55 PM
49	For hazardous waste and for large items	9/19/2018 6:46 PM
50	More than my garbage bins can hold	9/19/2018 6:35 PM
51	Large item	9/19/2018 6:28 PM
52	excess or large items	9/19/2018 6:23 PM
53	Large amounts of trash or used engine oil	9/19/2018 6:22 PM
54	It was a mattress	9/19/2018 5:54 PM
55	Too large for collection	9/19/2018 5:34 PM
56	Larger unwanted items	9/19/2018 5:00 PM
57	The item was not recycleable as far as I know.	9/19/2018 4:38 PM
58	Too much for regular service	9/19/2018 4:34 PM
59	too big to be picked up curbside	9/19/2018 4:32 PM
60	It's usually large items that don't fit in the cans	9/19/2018 4:18 PM
61	too big for container	9/19/2018 3:34 PM
62	Too much for toters or bags.	9/19/2018 3:09 PM
63	larger items that don't fit in my bin	9/19/2018 3:01 PM
64	bulky items too big	9/19/2018 2:50 PM
65	disposal of appliance	9/19/2018 2:48 PM

**Q5 Currently, recyclable materials are collected every other week. To what extent are you willing to pay a small increase (estimated to be approximately \$3-5/month) to have WEEKLY recycling collection?**

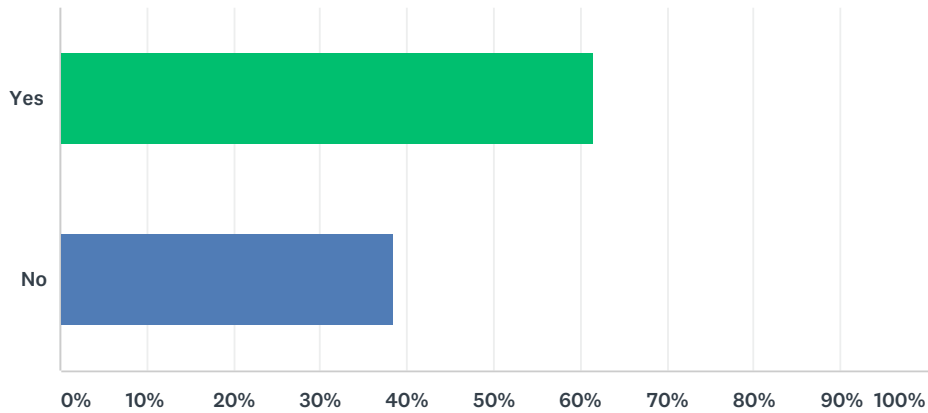
Answered: 171 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly Support	23.98%	41
Somewhat Support	13.45%	23
Neither Support or Oppose	7.02%	12
Somewhat Oppose	19.88%	34
Strongly Oppose	35.67%	61
<b>TOTAL</b>		<b>171</b>

## Q6 In the past two years, have you utilized the City's biannual recycling collection events hosted in the Spring and Fall at the Mercer Island Boat Launch?

Answered: 171 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	61.40%	105
No	38.60%	66
<b>TOTAL</b>		<b>171</b>

#	IF YES, WHAT DID YOU RECYCLE?	DATE
1	heavy metallic objects	10/30/2018 10:23 PM
2	paper shredding, batteries, computer items	10/27/2018 12:56 PM
3	styrofoam	10/26/2018 3:01 PM
4	Can't remember, some bulky item or other.	10/16/2018 4:59 PM
5	Alkaline batteries, shredded paper	10/5/2018 4:07 PM
6	batteries, CFC light bulbs, refrigerator door, old appliances	9/27/2018 9:16 PM
7	batteries, electronics, shredding	9/27/2018 1:15 PM
8	batteries, propane containers	9/26/2018 3:18 PM
9	paper screeding	9/24/2018 2:34 PM
10	Usually paper to shred and batteries	9/24/2018 12:52 PM
11	Household items	9/24/2018 10:37 AM
12	large materials, electronics, buidling materials	9/24/2018 7:07 AM
13	Should be offered on SUNDAYS, too...	9/23/2018 9:30 PM
14	electronics, mattresses, large amounts of paper recycling, anything the thrift store wouldn't take	9/23/2018 3:45 PM
15	Batteries	9/23/2018 11:08 AM
16	Batteries, Shredding	9/23/2018 10:18 AM
17	Confidential material	9/23/2018 3:37 AM
18	batteries	9/22/2018 8:41 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

19	Electronics and batteries	9/22/2018 4:12 PM
20	small appliances, batteries, paper shredding, motor oil	9/22/2018 1:57 PM
21	Batteries, electronics	9/22/2018 11:52 AM
22	Batteries, Styrofoam, plastic containers, clothes. I would like to take more stuff, but the stuff won't fit in my car	9/22/2018 11:34 AM
23	batteries	9/22/2018 9:04 AM
24	shredding, batteries, wood	9/21/2018 7:46 PM
25	Metallica	9/21/2018 7:18 PM
26	Many things!! Electronics, batteries, shreddable materials, etc. it's awesome!!!	9/21/2018 5:53 PM
27	Electronics	9/21/2018 4:28 PM
28	futon mattress	9/21/2018 3:44 PM
29	We took papers to be shredded.	9/21/2018 1:03 PM
30	various stuff	9/21/2018 11:33 AM
31	Computer equipment	9/21/2018 11:01 AM
32	paper for shredding	9/21/2018 7:16 AM
33	tires	9/21/2018 5:36 AM
34	Lots of stuff	9/20/2018 9:32 PM
35	Documents and sensitive paper to	9/20/2018 8:39 PM
36	Electronics, shredded paper	9/20/2018 7:23 PM
37	batteries, styrofoam	9/20/2018 6:14 PM
38	Batteries	9/20/2018 6:08 PM
39	don't remember - husband donated	9/20/2018 5:36 PM
40	Don't remember exactly	9/20/2018 3:32 PM
41	pape shredding, elrctonics	9/20/2018 2:18 PM
42	batteries, paper shredding, toilet disposal	9/20/2018 1:52 PM
43	scrap metal, batteries, document shredding	9/20/2018 12:52 PM
44	various items.	9/20/2018 12:16 PM
45	batteries, rechargeble products, tv computers, phones	9/20/2018 10:46 AM
46	E waste	9/20/2018 9:44 AM
47	oil,metal, shredding material,Styrofoam,batteries	9/20/2018 9:28 AM
48	Batteries, shredding	9/20/2018 7:21 AM
49	paper shredding. metals	9/20/2018 6:43 AM
50	Batteries, oil, electronics	9/20/2018 4:52 AM
51	scrap wood, batteries, shred material (garage clutter) WISH I COULD GET RID OF OLD FLOURESCENT LIGHTBULBS THOUGH!	9/20/2018 3:00 AM
52	Computer related items and batteries	9/20/2018 2:49 AM
53	Electronics, old small appliances, bulky household goods	9/19/2018 9:43 PM
54	batteries, paper shredding, electronics	9/19/2018 8:38 PM
55	Computer items, shredding, small appliances	9/19/2018 7:51 PM
56	Styrofoam, electronics	9/19/2018 7:38 PM
57	paper shredding	9/19/2018 7:16 PM

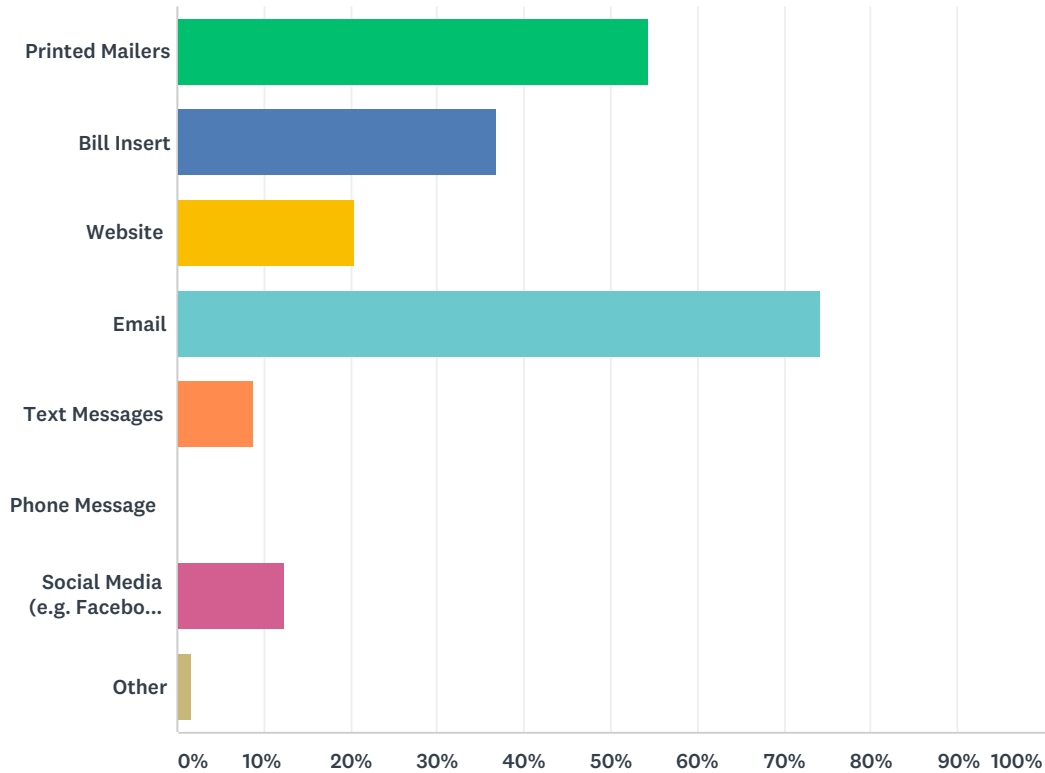


## City Survey on Garbage/Recycling/Food-Yard Waste Service

58	Light bulb, motor oil, batteries	9/19/2018 6:55 PM
59	Styrofoam, batteries	9/19/2018 6:46 PM
60	large items	9/19/2018 6:37 PM
61	Batteries florescent lights	9/19/2018 6:35 PM
62	Not convent	9/19/2018 6:28 PM
63	batteries, electronics, light bulbs	9/19/2018 6:23 PM
64	boxes, lawn chairs	9/19/2018 5:34 PM
65	batteries; paper shredding	9/19/2018 5:26 PM
66	Electronics, meds, tires, shredding	9/19/2018 5:12 PM
67	Tires. Batteries.	9/19/2018 4:38 PM
68	Documents for shredding.	9/19/2018 4:33 PM
69	batteries	9/19/2018 4:18 PM
70	shredding and some other things I din't remember	9/19/2018 4:07 PM
71	Batteries, light bulbs, paper shredding	9/19/2018 3:41 PM
72	batteries	9/19/2018 3:39 PM
73	Tv, computer equipment	9/19/2018 3:39 PM
74	batteries, shredded confidential papers. I know we've brought more stuff, but I'm having a brain cramp.	9/19/2018 3:35 PM
75	mattress, styrofoam, cardboard, batteries	9/19/2018 3:34 PM
76	Batteries, electronics,	9/19/2018 3:31 PM
77	Batteries	9/19/2018 3:23 PM
78	old electronics	9/19/2018 3:09 PM
79	BATTERIES	9/19/2018 3:07 PM
80	styrofoam	9/19/2018 3:06 PM
81	batteries	9/19/2018 3:01 PM
82	appliances, computer monitors	9/19/2018 2:58 PM
83	styrofoam, occasionally batteries	9/19/2018 2:44 PM

**Q7 Recycling commodity markets are changing quickly and will require adjustments to some aspects of the current collection program. What is the best way to communicate those changes with you? (Select all that apply)**

Answered: 171 Skipped: 1



ANSWER CHOICES	RESPONSES	
Printed Mailers	54.39%	93
Bill Insert	36.84%	63
Website	20.47%	35
Email	74.27%	127
Text Messages	8.77%	15
Phone Message	0.00%	0
Social Media (e.g. Facebook, Nextdoor, etc.)	12.28%	21
Other	1.75%	3
Total Respondents: 171		

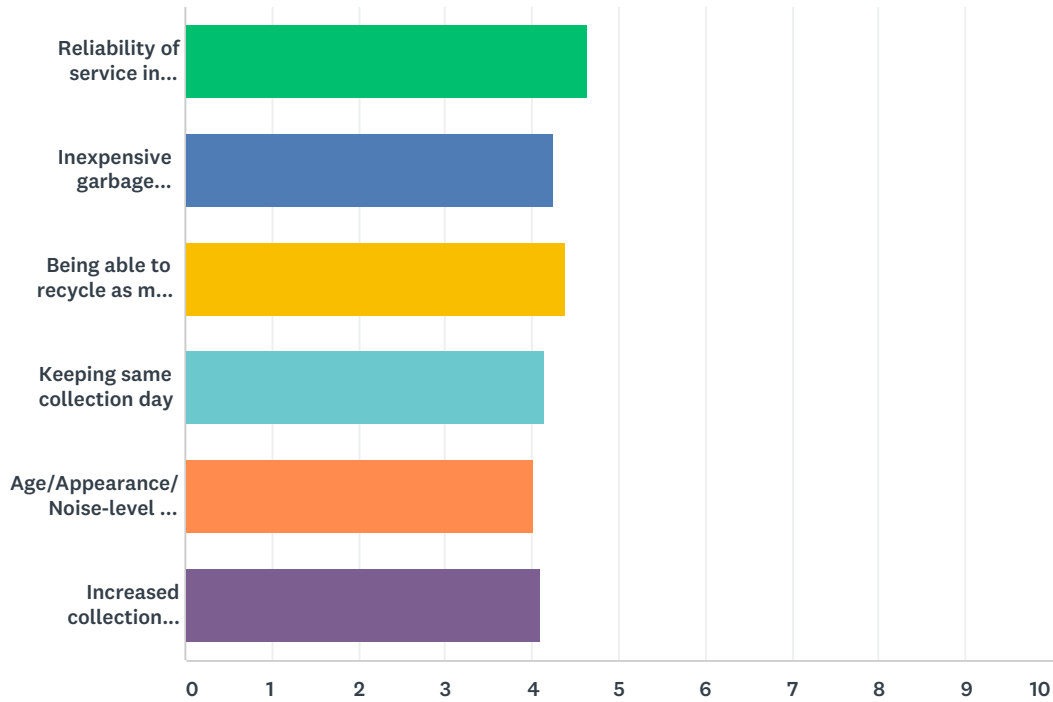
#	OTHER (PLEASE SPECIFY)	DATE
1	Not interested	9/27/2018 8:00 AM
2	Mercer Island Newsletter	9/21/2018 1:03 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

3	Repeated messages would be helpful, easy to miss a single one	9/21/2018 8:25 AM
4	COunty wide TV with the entire county adhering to clean disposal for the national benefit of recycling going to foreign countries in a condition that they can use and residents making recycling possible	9/20/2018 2:25 PM
5	Tape on bins	9/20/2018 9:44 AM
6	Nextdoor	9/20/2018 7:48 AM
7	This MI Newsletter	9/20/2018 2:49 AM

### Q8 Please indicate how important each of the following aspects of solid waste collection is to you.

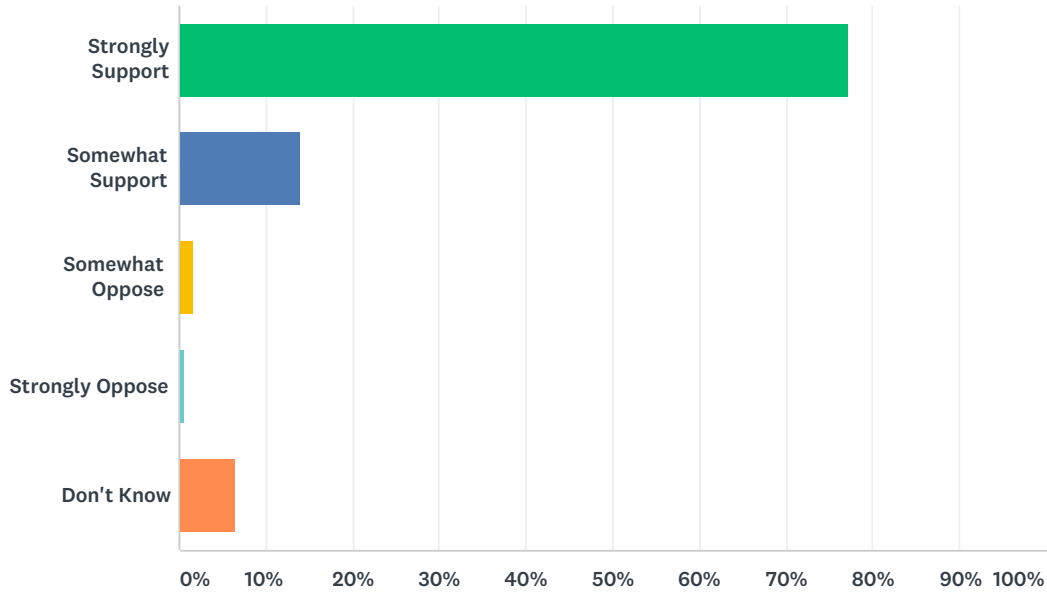
Answered: 172 Skipped: 0



	ESSENTIAL	VERY IMPORTANT	SOMEWHAT IMPORTANT	NOT IMPORTANT AT ALL	DON'T KNOW	TOTAL	WEIGHTED AVERAGE
Reliability of service in garbage collection	63.74% 109	27.49% 47	8.19% 14	0.58% 1	0.00% 0	171	4.64
Inexpensive garbage collection	25.29% 43	31.76% 54	35.29% 60	7.06% 12	0.59% 1	170	4.24
Being able to recycle as many items as possible	40.59% 69	40.00% 68	13.53% 23	5.29% 9	0.59% 1	170	4.39
Keeping same collection day	15.57% 26	16.77% 28	19.16% 32	47.90% 80	0.60% 1	167	4.14
Age/Appearance/Noise-level of equipment	2.94% 5	10.00% 17	38.82% 66	47.65% 81	0.59% 1	170	4.01
Increased collection frequency of recycling and yard waste	14.71% 25	14.12% 24	18.82% 32	51.18% 87	1.18% 2	170	4.11

**Q9 To what extent do you support the following statement: Recycling services should be provided to all customers (including commercial) as part of their garbage collection package.**

Answered: 171 Skipped: 1



ANSWER CHOICES	RESPONSES
Strongly Support	77.19% 132
Somewhat Support	14.04% 24
Somewhat Oppose	1.75% 3
Strongly Oppose	0.58% 1
Don't Know	6.43% 11
<b>TOTAL</b>	<b>171</b>

## Q10 Are there any changes that could be made to improve your satisfaction with solid waste/recycling/yard waste service?

Answered: 95 Skipped: 77

#	RESPONSES	DATE
1	Used to be able to recycle plastic bags. That has stopped and I would very much like to see that reinstated.	10/27/2018 12:56 PM
2	Trucks constantly leak hydraulic fluid. This must stop. I never see oil slicks on the road that are as substantial as those following these trucks. Your franchise agreement should address. Also, Public Health Dept has regulatory authority and licenses individual trucks. Please demand compliance. Else why are we asking people to use car washes, etc.?	10/16/2018 4:59 PM
3	No	10/5/2018 4:07 PM
4	Recycling should be weekly	10/5/2018 4:05 PM
5	More items accepted in recycling container. Specifically plastic bags.	10/3/2018 1:52 PM
6	It would be nice if, in addition to the annual recycling events, they were also events for bulky garbage items like furniture	9/27/2018 9:27 PM
7	consistent times and pickups. Availability of large colorful posters showing what goes into recycle, compost/yard waste, and garbage. I printed them out but hard to get format correct. REQUIRE commercial and apartments to recycle!! it's the only planet we have.	9/27/2018 9:16 PM
8	Lower cost options.	9/27/2018 9:04 AM
9	Weekly recycling service.	9/26/2018 2:10 PM
10	Post an update to Nextdoor each week indicating whether it's Yard Waste week or Recycling week and/or provide a calendar that can be posted somewhere at home.	9/24/2018 5:01 PM
11	We are very satisfied.	9/24/2018 12:52 PM
12	I take my waste bins down the street for one block and up a slight incline another 1/2 block. As I age it is becoming difficult.	9/24/2018 10:37 AM
13	Hire drivers who do NOT abuse customers due to Drivers missing a pickup...	9/23/2018 9:30 PM
14	More reliable provider. Have had problems where collections have been skipped without reason (for several houses on our block) and have not received response when I filed a notice that they missed the collection.	9/23/2018 3:45 PM
15	On the last mailer, not all deposable items were listed, ie. milk cartons.	9/23/2018 11:08 AM
16	Food waste composting should be required.	9/23/2018 10:31 AM
17	People are very confused about current recycling of plastic bags. The new sheet didn't cover it and a few other common things.	9/23/2018 10:18 AM
18	Current service and cost is very satisfactory.	9/23/2018 9:28 AM
19	Clearer information on what and how to recycle	9/23/2018 7:21 AM
20	Pick when they say they will pick up	9/22/2018 7:34 PM
21	Recycling and yard waste needs to be picked up every week. My yard waste/compost smells so bad after a few days. I'm dealing with flies, worms, and animals trying to get to it. Please encourage composting by picking up weekly. Thank you.	9/22/2018 6:26 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

22	There is lots of trash all over the streets on garbage pick up days in the Mercerdale neighborhood because at least one family puts loose garbage in their can. The waste company has rules against this, but the city requires they pick up everyone's trash and there is no enforcement mechanism. There should be a stiff fine if unbagged trash blows out of the garbage can regularly when it is tipped into the truck. It's disgusting to have sanitary health products litter the streets, and it's damaging our lakes when shredded paper blows down the drains. I have also seen this family throw paint another hazardous materials into their can. Whatever contract you negotiate, please provide for fines and allow the trash company to assess them.	9/22/2018 4:12 PM
23	Recycling and yard waste every week	9/22/2018 3:39 PM
24	no	9/22/2018 11:35 AM
25	Yes, they need to pick up Styrofoam in that it is just going to the dump and takes up all the room in the trash bins. And it has to be banned from entering the US.	9/22/2018 11:34 AM
26	be able to recycle or dispose of paint without having to add solidifiers.	9/22/2018 7:42 AM
27	options for "swing" containers which can be yard or recycle depending on need.	9/21/2018 7:46 PM
28	np	9/21/2018 6:44 PM
29	I would like more frequent collection of yard waste in the fall due to leaves, etc.	9/21/2018 5:53 PM
30	Include ALL recyclable materials maybe provide a separate bag for batteries, bulbs or electronics	9/21/2018 5:24 PM
31	Have spoken with Republic Services several times (to no avail) about the unfair pricing of "drive up" service. We have no option as there is no place to put the cans on the street at all, however, we are charged an equal amount for recycling, yard waste, and trash collection even though trash trucks come 4 times per month, yet recycling and yard waste only come 2 times per month. Why must we pay the same amount for all three? Recycling and yard waste should each be half of the cost of trash since they come half as often. Don't mind paying for drive up service, but the pricing should be fair. Supervisor acknowledged it didn't seem fair, but did nothing about it.	9/21/2018 3:44 PM
32	I wish you picked up recycle weekly and trash every two weeks for the same price. It would encourage more recycling.	9/21/2018 1:03 PM
33	I don't like the way that the cost has increased so often and by so much. I don't like that the recycling criteria changes all the time (put the shredded paper in a bag, no put it in a plastic bag, etc)--it's too much to keep track of. I don't like that they changed the calendar color to gray instead of green--harder to see and less intuitive. I don't like that if Allied Waste misses a yard waste pickup they say that we can put out double. Missing a pickup is not too bad for garbage (as that is just one week) or recycling, but a missed yard waste pickup can mean that we can have 3-full toters waiting 2 weeks, which usually means we have a lot of waste we can't collect because we don't have any place to put it. Plus it's not like we have extra toters. 10 little paper trashbags doesn't hold anywhere near as much and you can't leave them out as the paper probably can't stand up after 2 weeks of rain/snow. When we didn't get pickup because of a sympathy strike they tried to get away with not picking up the trash--that wasn't acceptable. If they don't make the pickup, it's like a barber charging you for a haircut, not doing it and then saying he'll cut off twice as much hair next time. IF THEY DON'T MAKE A SCHEDULED PICKUP, they should give us the OPTION OF A CREDIT or MAKE THE PICKUP BEFORE THE NEXT TIME. (I would make an exception in the case of snowfall that creates icy roads for more than a week).	9/21/2018 11:33 AM
34	Offer every other week for trash at a lower fee.	9/21/2018 11:01 AM
35	Including more recycling options is most important to me. Would love to see more plastic items recyclable.	9/21/2018 8:25 AM
36	quicker response to missed collections	9/21/2018 7:16 AM
37	Customer support from the current provider is horrible. When I purchased my current home, it took 6 months for containers to be delivered with no information shared whatsoever. I had to call every few weeks to keep asking and they kept feeding me lies (next week, next week, scheduling mistake etc.) until one day they just showed up. No credits, no apologies - nothing.	9/21/2018 1:51 AM
38	Collection more often for yard waste	9/20/2018 8:39 PM
39	We need to be able to recycle plastic bags, and not put plastic bags into a landfill	9/20/2018 7:23 PM
40	More frequent recycling, or a second recycling bin	9/20/2018 6:14 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

41	I am satisfied with the service we receive. Our hill is difficult to negotiate and they come and do the job	9/20/2018 6:08 PM
42	Return to allowing plastic bags in recycling. Stop changing the rules and making it hard work to recycle.	9/20/2018 5:24 PM
43	We could use some new bins. We have some with cracks.	9/20/2018 3:32 PM
44	Replace totes where they came from for safety of public safety of pedestrians and vehicles.	9/20/2018 2:25 PM
45	weekly pickup of green garbage which includes food waste	9/20/2018 2:18 PM
46	I would like to have a place where you can take a picture of an item and find out if it can be recycled. I have questions about items like the clam shells that hold fruit and the trays that hold microwavable TV dinners. Can those items be recycled?	9/20/2018 1:52 PM
47	More information as to exactly what recycles--types of plastic, plastic bags, etc.	9/20/2018 12:52 PM
48	Recycle more items	9/20/2018 10:05 AM
49	Our recycling and yard waste is picked up the same day every other week - this is contra to the published calendar which suggests recycling and yard waste is alternating weeks.... VERY CONFUSING; I don't want to miss pick ups so I bring both out every week.	9/20/2018 9:44 AM
50	Current services have be great and it's amazing that much refuse can go to the curb for pick up as garbage or recycling.	9/20/2018 9:09 AM
51	pick-up of over-sized recycling and trash items	9/20/2018 9:06 AM
52	allow the crews time or require them to clean up waste that falls to the ground when they empty containers	9/20/2018 8:57 AM
53	ability of recycle plastic bags, plastic deli containers & styrofoam containers.	9/20/2018 8:01 AM
54	Nope.	9/20/2018 7:22 AM
55	Trucks that do not leak. On our street there is leaked fuel every week	9/20/2018 7:21 AM
56	Would like WEEKLY yard waste during the fall months to help mitigate leaves and yard debris from storms etc. - to help discourage neighbors from simply blowing leaves to the curbside etc.	9/20/2018 3:00 AM
57	recycling every week would be huge! a key point and would be priority over keeping the same day, or no increase in cost. Ability to pay extra for additional garbage cans (rahter than having to stack black contractor bags of trash next to the one can we are allowed, and risking crows or raccoons tearing into it (it happens a lot and is very messy cleanup :-/))	9/20/2018 12:15 AM
58	Being able to recycle more! Especially "clam shell" packaging that companies like Costco use to sell fruit and veggies. Recycle more plastic!!!!	9/19/2018 8:58 PM
59	have all service every week	9/19/2018 7:51 PM
60	Weekly pickup for all services.	9/19/2018 7:50 PM
61	More frequent collection of recycling and yard waste... especially if you want to increase compost collection. More clear guidelines on what goes into which bins. Different colored bins so no confusion as to which is which.	9/19/2018 7:47 PM
62	Would like them to collect plastic bags	9/19/2018 7:38 PM
63	We should add curbside pick up of small haz mat items.	9/19/2018 7:29 PM
64	NP	9/19/2018 7:13 PM
65	Better communication as to what goes in what container. It changes frequently due to changing markets for recycled goods so understand that but I do think communication could be improved.	9/19/2018 7:09 PM
66	Basically I have been satisfied with our current service. However, we recently learned that our recycle would be picked up at 8. Because we are retired, this means we need to put our curbside the night before which we do not like as it is available for anyone to sift through during the nighttime.	9/19/2018 7:00 PM
67	Once every two months collect items such as paint cans, florescents and others which require going to the special area in the recycling center.	9/19/2018 6:37 PM
68	I think current system is very good.	9/19/2018 6:35 PM



## City Survey on Garbage/Recycling/Food-Yard Waste Service

69	They should all occur weekly . All year long	9/19/2018 6:28 PM
70	recycle plastic bags	9/19/2018 6:23 PM
71	Please have used engine oil pickup and other such materials	9/19/2018 6:22 PM
72	Accept styrofoam and plastic bags	9/19/2018 5:54 PM
73	Yard waste MUST be taken out every week in the summer. It starts to smell so bad and becomes a serious issue for insects and rodents to grow. It is really disgusting. Every other week yard waste server is insufficient in the summer months.	9/19/2018 5:20 PM
74	More frequent pickups. It is less than desireable on the yard waste especially.	9/19/2018 5:12 PM
75	Weekly yard waste collection October-December would be helpful when we are disposing of huge quantities of leaves.	9/19/2018 5:00 PM
76	No	9/19/2018 4:57 PM
77	Quiet operation when collecting garbage in the morning. Increase the amount of yard waste that can be picked up. I'd like to be able to put out 2 bins and more than one more bundle of branches.	9/19/2018 4:38 PM
78	I'm actually pretty happy with things.	9/19/2018 4:18 PM
79	No changes needed for me. Current service is just fine.	9/19/2018 4:07 PM
80	No	9/19/2018 4:05 PM
81	Collect everything left at the curb for a flat rate like Kirkland	9/19/2018 4:04 PM
82	Weekly recycle pick up	9/19/2018 4:00 PM
83	We would like twice weekly trash and recycle!	9/19/2018 3:41 PM
84	make it easier to understand what is recycled	9/19/2018 3:34 PM
85	more education about what goes where!!!	9/19/2018 3:31 PM
86	The biggest problem we encounter is the smell and insect activity in the yardwaste/household waste during the summer months. I'd support more frequent pick-up June thru August or so.	9/19/2018 3:28 PM
87	Alternating every other week between recycling & yard waste is good. However, best would be extra pick-ups of yard waste in spring & fall when yard waste often overflows.	9/19/2018 3:23 PM
88	Not charging extra to come down 'private' road that has 12 homes.	9/19/2018 3:09 PM
89	weekly yard waste collection	9/19/2018 3:06 PM
90	I wish I knew for sure all the types of plastics that can be recycled	9/19/2018 3:01 PM
91	Easy scheduling of pickup of large items, e.g. a couch, for additional charge.	9/19/2018 2:54 PM
92	it's fine the way it is	9/19/2018 2:50 PM
93	The cost is too high	9/19/2018 2:48 PM
94	Take big items from the curb for no fee	9/19/2018 2:47 PM
95	I'm told that multi-family housing has no facility for compost, in that they don't generally have yard waste collection. That needs to be fixed.	9/19/2018 2:44 PM

## Q11 Is there any other feedback you'd like to give us?

Answered: 61 Skipped: 111

#	RESPONSES	DATE
1	I currently have a recycling container that is green with a "RECYCLE" sticker rather than a blue container. This is very important to me. The BLUE container is too unsightly.	10/30/2018 10:23 PM
2	I would like to see composting to be more encouraged among all residents, condo/apt buildings and commercial spaces, especially the condo/apt buildings. There is just so much that people can compost but don't do so because buildings dont come equipped with necessary bins.	10/26/2018 3:01 PM
3	We need very specific information re: what can be recycled and composted. Republic is pretty vague. For example, there are a lot of compostable packages out there now. You wouldn't know that they are acceptable from looking at Republic's latest mailing. What create all of this wonderful packaging if your solid waste hauler ruins compliance by not including in accepted items. Big problem. Thanks for upcoming improvements!	10/16/2018 4:59 PM
4	No	10/5/2018 4:07 PM
5	Sometimes they come before 8am, which supposedly is before pickup time. We miss a week of service	10/5/2018 4:05 PM
6	Clean up the city medians and off ramps,	10/1/2018 1:42 PM
7	they didn't pick up this week - not sure why. Happens occasionally.	9/27/2018 9:16 PM
8	I pay ~\$40 a month, should be closer to 10 than 40. I want the cost down. Maybe have garbage service come once every other week to save costs.	9/27/2018 9:04 AM
9	Pretty sure your results for question #1 are going to be bad, because the ordering is reversed from what most people expect (1 = most important). I almost submitted it like that and then re-read the question.	9/26/2018 3:18 PM
10	If people want more frequent recycling collection, that means they are producing more waste. Those of us who conserve resources should not have to pay more to subsidize their waste; they should simply be required to obtain more recycling bins.	9/24/2018 5:01 PM
11	Not only is the service good but the men who collect are excellent, very helpful and pleasant!!!	9/24/2018 12:52 PM
12	The service we are receiving now is excellent. Why change?	9/24/2018 10:37 AM
13	Republic Services FAILS to respond to voice mails that concern problem drivers...	9/23/2018 9:30 PM
14	Not fond of our current provider for the island.	9/23/2018 3:45 PM
15	<a href="http://www.seattle.gov/util/MyServices/FoodYard/HouseResidents/FoodWasteRequirements/index.htm">http://www.seattle.gov/util/MyServices/FoodYard/HouseResidents/FoodWasteRequirements/index.htm</a>	9/23/2018 10:31 AM
16	Many residents try very hard to follow the recycling procedures, feeling it is important. Clear instructions that are well communicated are essential.	9/23/2018 10:18 AM
17	Minimize any change to service and cost.	9/23/2018 9:28 AM
18	Have both garbage and recycle come down to our garage to pick up goods instead of requiring us to walk bin up to main lane	9/22/2018 2:18 PM
19	I think it's fine the way it is now. If it's not broke don't try to fix it!!!!	9/22/2018 11:35 AM
20	What would it take to be more like Sweden and have an incineration plant built? <a href="https://sweden.se/nature/the-swedish-recycling-revolution/">https://sweden.se/nature/the-swedish-recycling-revolution/</a> Republic do a very good job and we are happy with them.	9/22/2018 11:34 AM
21	Prepare a straight up RFQ without a lot of extras and put it out to bid.	9/22/2018 5:53 AM
22	Julie Underwood is awesome	9/21/2018 7:18 PM
23	no thank you	9/21/2018 6:44 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

24	The garbage men have been taking personal (non-company additional) cans. This has been reported by various people on NextDoor and the company has done nothing about it. It's very frustrating.	9/21/2018 5:53 PM
25	In most countries in Europe, soecially in Germany, recycling is made easy to encourage people to participate and transfer stations accept everything to be properly disposed of. In the US, recycling is very complicated and transfer stations don t sort out the different materials they are just pressed together, what is the point if a transfer station that does not sort out the matetials?	9/21/2018 5:24 PM
26	Please see response to #10.	9/21/2018 3:44 PM
27	I'd like to know more about where my recycling goes now that China has changed their cleanliness requirements.	9/21/2018 1:03 PM
28	This survey is useful mainly for collecting information on recycling. The wording is sloppy and inconsistent. You can use it for some feedback on recycling, but I advise using it as the basis for contracting or renegotiating pickup services. I've found a lot to like about Allied Waste's pickup. Our regular driver is hard working and careful (those trucks are very maneuverable and he handles them well). Customer Service has always been exceptionally nice. I like that yardwaste pickup is now consistent throughout the year (it used to be once a month during the winter). I like that we can put out 3 yard waste toters. Mostly we don't, but there are many times when we need every inch of space in all three. The recycling pickup is adequate. It helps that we have the option to keep cardboard boxes outside the toter. If you want people to pay more for more frequent recycling pickup that should be an option. It's not justification for increasing our collection fees, which are already very high.	9/21/2018 11:33 AM
29	Although not common, they sometimes leave the garbage can where it blocks the driveway. While hardly an emergency, it's annoying.	9/21/2018 5:37 AM
30	Please keep costs down. Not every family on the island has unlimited discretionary \$\$ for "small" increases. Taxes have gone up so much, there simply isn't enough monthly \$\$ left to fund every increase being requested.	9/21/2018 1:51 AM
31	Most residents of Mercer Island are not aware of the recycling changes, especially for paper bags. Communication should stress the new changes	9/20/2018 7:23 PM
32	Allowing a large volume (at least current limits per week) of yard waste in the fall is important.	9/20/2018 6:14 PM
33	I think the service provided for the current cost is a good value. I appreciate it.	9/20/2018 5:36 PM
34	The rules changed without notice or citizen input. We all want to recycle, but Republic is making it hard and even told one person to put plastic bags in garbage. We all need a convenient way to recycle plastic. DO NOT RAISE FEES!	9/20/2018 5:24 PM
35	Make it even clearer how recycling should be handled, what is recyclable, what contaminates the load, etc.	9/20/2018 3:32 PM
36	The company needs to provide the annual calendar in a timely manner for customers - the bill payers at their billing address.	9/20/2018 2:25 PM
37	I'm very pleased with the service we have at this time. So something equivalent is fine.	9/20/2018 1:52 PM
38	currently, there is a huge difference in price for p/u of over sized items on mercer island, compared to city of seattle	9/20/2018 12:51 PM
39	Nope.	9/20/2018 7:22 AM
40	Insist on truck maintenance. I've called several times to report leaking trucks but they still leak	9/20/2018 7:21 AM
41	"free" is not the right price for yard waste and recycling. Residents should have incentives to reduce the amount they generate, for example by composting their own leaves.	9/20/2018 6:43 AM
42	Over all, super impressed by your team! The drivers always go above and beyond!	9/19/2018 8:58 PM
43	I'm satisfied with our current service.	9/19/2018 7:51 PM
44	I'm pretty happy with it overall	9/19/2018 7:38 PM
45	We get great and courteous service now.	9/19/2018 7:29 PM
46	VERY PLEASED WITH PICK UP SERVICE AND FRIENDLY DRIVERS	9/19/2018 7:13 PM
47	The current people who run the recycling trucks do a great job.	9/19/2018 6:37 PM

## City Survey on Garbage/Recycling/Food-Yard Waste Service

48	Weekly recycle pickup would be helpful due to increased online shopping and lots of cardboard due to that.	9/19/2018 6:22 PM
49	Bi-weekly collection of recycle and yard waste is a great way to control costs. Have always admired MI for smart collection policy.	9/19/2018 5:34 PM
50	I hope this survey reaches a broad enough section of the community and not just the nay-sayers that always seem to respond to this type of the stuff and don't want anything on the island to change....	9/19/2018 5:12 PM
51	Am curious about how to put my collection on hold and not pay if I am out of town for 6-8 weeks at a time. I really appreciate the fact that I can put out huge amounts of yard waste after a big storm at no cost. And that they will pick up the bundles of branches.	9/19/2018 4:38 PM
52	I am aware that there are other companies besides Republic Svcs that provide this service and I hope that there will be competitive bidding for the MI contract. That said, I'm very satisfied with Republic and the men who collect my garbage and recycling are great.	9/19/2018 4:33 PM
53	No	9/19/2018 4:05 PM
54	Simplicity rules	9/19/2018 4:04 PM
55	Would be good to have more info, classes, etc. about HOW/WHAT to recycle. How clean should be containers? Can broken drinking glasses go in recycling? Can glass bottles with plastic tops (that are too hard to remove) be recycled? What about milk cartons with plastic spouts?	9/19/2018 3:23 PM
56	I think that recycling is important and great that it is part of our garbage collection service. Reading your survey I wanted to be clear that our current recycle service (every other week ) is sufficient. Also, we don't use social media (and are overloaded with emails and texts): printed mailer with any garbage/recycling changes, please.	9/19/2018 3:15 PM
57	When current company has missed emptying totes (not just one but all down road), they have been HORRIBLE to deal with to get them to come back. It has taken up to 2 wks. even though they promise it almost daily! In meantime, we are without containers for garbage, yard waste, recycle. Also, very slow to replace damaged totes.	9/19/2018 3:09 PM
58	Republic services has been terrible. Miss pick up at least twice a month.	9/19/2018 3:08 PM
59	Garbage collection could be reduced to once every other week.	9/19/2018 2:58 PM
60	Chocolate chip cookies should NEVER be intermingled with oatmeal raisin.	9/19/2018 2:54 PM
61	please lower the cost of the services.	9/19/2018 2:48 PM



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

**AB 5506  
December 4, 2018  
Special Business**

<b>MERCER ISLAND LIBRARY BOARD RECOGNITION</b>	<b>Action:</b> Recognize and thank the members of the Mercer Island Library Board for their service.	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	Parks and Recreation (Diane Mortenson)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	n/a
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

On July 7, 2014, the Mercer Island City Council approved [Resolution No. 1486](#) creating the Mercer Island Library Board and adopting its charter. On September 19, 2016, [Resolution No 1519](#) was approved, amending and extending the Mercer Island Library Board (MILB) charter to December 31, 2018.

Over the past four years the Mercer Island Library Board has ensured that the proposed changes in Mercer Island Library services and facilities, including the 2014 proposed renovations, were only implemented after input had been provided from Mercer Island residents on all aspects of the changed facilities.

They also worked with King County Library Services (KCLS) staff to improve communications and ensure that Library services met the needs of Mercer Island residents. The Board worked to raise awareness in the community as to what the Library offers and promoted understanding of KCLS practices.

The Mercer Island Library Board members are:

- Mary Kay Wolston, Chair
- Richard Winslow, Vice-Chair
- Sara Berkenwald
- Sandi Lindstrom
- Alice MacCormack
- Tim Ong
- Lorelei Robinson

The City Council extends their thanks and gratitude to these volunteers, for their service and dedication to our community library.

## **RECOMMENDATION**

*Recreation Superintendent*

City Council recognize and thank the Mercer Island Library Board members for their service to the Mercer Island community.

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	195746 -195844	11/29/2018	\$ 1,230,552.38
			<b>\$ 1,230,552.38</b>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0097861	00195806	KING CO PROSECUTING ATTORNEY	COURT REMITTANCE KC CRIME VICT	246.21
P0097862	00195804	KC PET LICENSES	KC PET LICENSE FEES COLLECTED	40.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
	00195822	ROBERTSON, PAUL	OVERPAYMENT REFUND	455.72
P0101618	00195749	GRAINGER	INVENTORY PURCHASES	300.47
P0101610	00195747	DUNN LUMBER COMPANY	INVENTORY PURCHASES	267.96
<i>Org Key: 814072 - United Way</i>				
	00195835	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	100.00
<i>Org Key: 814074 - Garnishments</i>				
	00195782	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
	00195783	CLERK OF COURT	PAYROLL EARLY WARRANTS	444.47
	00195834	UNITED STATES TREASURY	PAYROLL EARLY WARRANTS	91.10
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00195815	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	320.00
<i>Org Key: 814076 - City &amp; Counties Local 21M</i>				
	00195843	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,556.74
<i>Org Key: 814077 - Police Association</i>				
	00195818	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,408.78
<i>Org Key: 814083 - Vol Life Ins - States West Lif</i>				
	00195774	AWC	DECEMBER 2018	348.30
<i>Org Key: 814085 - GET Program Deductions</i>				
	00195796	GET Washington	PAYROLL EARLY WARRANTS	100.00
<i>Org Key: CA1100 - Administration (CA)</i>				
	00195836	US BANK CORP PAYMENT SYS	THE HISTORIC DAVENPORT	381.92
	00195836	US BANK CORP PAYMENT SYS	STIA PUBLIC PARKING	90.00
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	6.23
<i>Org Key: CM1100 - Administration (CM)</i>				
	00195836	US BANK CORP PAYMENT SYS	LOCAL GOV HISP NETWORK	275.00
	00195836	US BANK CORP PAYMENT SYS	SHERATON GRAND PHOENIX	269.05
	00195836	US BANK CORP PAYMENT SYS	TST* HOMEGROWN 1008	215.38
	00195836	US BANK CORP PAYMENT SYS	INTERNATION	149.00
	00195836	US BANK CORP PAYMENT SYS	ETSY.COM - JOYFULMOOSE	131.32
	00195836	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	104.56
	00195836	US BANK CORP PAYMENT SYS	FRED-MEYER #0658	100.13
	00195836	US BANK CORP PAYMENT SYS	EINSTEIN BROS-ONLINE CAT	45.50
	00195836	US BANK CORP PAYMENT SYS	STARBUCKS STORE 03393	37.29
	00195836	US BANK CORP PAYMENT SYS	CONVIVIAL CAFE	23.75
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT4UG2IA1	23.05
	00195836	US BANK CORP PAYMENT SYS	MERCER ISLAND CHAMBER	20.00
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M84IT0MB0	9.35
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT0631SP0	4.39
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT5TM9IB2	2.88



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: CM1200 - City Clerk</i>				
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT5TM9IB2	48.54
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M89ES3N01	37.38
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M87O633B1	32.99
<i>Org Key: CM1300 - Sustainability</i>				
	00195836	US BANK CORP PAYMENT SYS	US GREEN BUILD COUNCIL	1,000.00
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*MT8DO2SF0	101.46
<i>Org Key: CM1400 - Communications</i>				
	00195836	US BANK CORP PAYMENT SYS	SMK*SURVEYMONKEY.COM	360.00
<i>Org Key: CMBE01 - Commuter Parking</i>				
P0101562	00195764	STOWE DEVELOPMENT & STRATEGIES	October 2018 Long-Term Parking	6,215.00
<i>Org Key: CO6100 - City Council</i>				
	00195836	US BANK CORP PAYMENT SYS	GOURMONDO CATERING	465.37
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M84ITOMB0	114.88
	00195836	US BANK CORP PAYMENT SYS	NOW CAKE	110.48
	00195776	BERTLIN, DEBBIE	MILEAGE EXP & MEETING SUPPLIES	55.86
	00195776	BERTLIN, DEBBIE	MILEAGE EXPENSE	43.82
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00195836	US BANK CORP PAYMENT SYS	STAPLES 00113456	183.51
	00195836	US BANK CORP PAYMENT SYS	CAMPBELLS LODGE	113.42
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M83AW5PA0	92.88
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M84ITOMB0	32.18
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M85CI0VY2	18.69
	00195836	US BANK CORP PAYMENT SYS	USPS PO 5453060253	13.40
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	2.79
<i>Org Key: DS0000 - Development Services-Revenue</i>				
P0101745	00195756	MI SCHOOL DISTRICT #400	School Impact fees for Q1, Q2	55,986.98
<i>Org Key: DS1100 - Administration (DS)</i>				
P0101740	00195837	VERIZON WIRELESS	Phone and data charges	463.95
P0101740	00195837	VERIZON WIRELESS	Mobil hot spots and new phone	292.03
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M86PW64L0	54.23
	00195836	US BANK CORP PAYMENT SYS	MBP.COM MERCHANT FEE	54.10
	00195836	US BANK CORP PAYMENT SYS	SP * RUBBERSTAMPS.COM	21.22
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M82QN3E20	13.18
	00195836	US BANK CORP PAYMENT SYS	RPNW - OFF STREET COT	12.00
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	9.03
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
	00195836	US BANK CORP PAYMENT SYS	THE SEMINAR GROUP	449.00
	00195836	US BANK CORP PAYMENT SYS	INT'L CODE COUNCIL INC	220.00
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M893B7JP1	79.53
	00195836	US BANK CORP PAYMENT SYS	MP-*MYBUILDINGPERMIT	50.00
	00195836	US BANK CORP PAYMENT SYS	FRY'S ELECTRONICS #30	41.67
	00195836	US BANK CORP PAYMENT SYS	LAZ PARKING 780104	27.00
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4742	22.66
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4742	21.75

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195836	US BANK CORP PAYMENT SYS	SEARS ROEBUCK 2219	16.32
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4742	-19.57
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
	00195836	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	146.93
	00195836	US BANK CORP PAYMENT SYS	WPY*PAW	100.00
	00195836	US BANK CORP PAYMENT SYS	WPY*PAW	100.00
<i>Org Key: FN1100 - Administration (FN)</i>				
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	5.64
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0101667	00195838	VERIZON WIRELESS	CITYWORKS IPAD FOR JEEP	40.01
<i>Org Key: FR1100 - Administration (FR)</i>				
P0097793	00195787	COMCAST	FIRE STATION 92 FIBER CIRCUIT	414.73
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*MT68E1UF1	64.54
P0101707	00195784	COMCAST	Internet Charges/Fire	62.40
	00195836	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	49.96
	00195836	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	21.11
	00195836	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00195836	US BANK CORP PAYMENT SYS	LAKEVIEW CLEANERS	11.88
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	11.83
P0101713	00195784	COMCAST	Internet Charges/Fire	11.47
	00195836	US BANK CORP PAYMENT SYS	USPS PO 5453060253	7.25
<i>Org Key: FR2100 - Fire Operations</i>				
P0097864	00195748	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	1,111.00
P0101649	00195838	VERIZON WIRELESS	MDC Charges/Fire	967.18
	00195836	US BANK CORP PAYMENT SYS	LES SCHWAB TIRES #0373	273.93
	00195836	US BANK CORP PAYMENT SYS	ISLANDER	97.88
	00195836	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	71.27
	00195836	US BANK CORP PAYMENT SYS	INGALLINAS BOX LUNCH INC	52.69
P0101706	00195837	VERIZON WIRELESS	Cell Charges/Fire	16.67
<i>Org Key: FR4100 - Training</i>				
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	6.58
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00195836	US BANK CORP PAYMENT SYS	PAY*WINDERMERE VACATION R	412.66
	00195836	US BANK CORP PAYMENT SYS	INT'L CODE COUNCIL INC	209.00
	00195836	US BANK CORP PAYMENT SYS	NFPA NATL FIRE PROTECT	109.09
	00195836	US BANK CORP PAYMENT SYS	SAFEWAY FUEL #3265	32.12
	00195836	US BANK CORP PAYMENT SYS	LIFETEK INC	-507.05
<i>Org Key: GGM001 - General Government-Misc</i>				
P0097793	00195787	COMCAST	CITY HALL BACKUP INTERNET	851.63
P0097860	00195784	COMCAST	CITY HALL HIGH SPEED INTERNET	111.45
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0101741	00195844	XEROX CORPORATION	Print & copy charges for CM co	1,171.22
P0101741	00195844	XEROX CORPORATION	Print and copy charges for Mai	563.00
P0101741	00195844	XEROX CORPORATION	Print and copy charges for DSG	189.79

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	20.23
<i>Org Key: GGM005 - Genera Govt-LI Retiree Costs</i>				
	00195820	PROVOST, ALAN	LEOFF1 Medicare Reimb	2,026.50
	00195799	HILTNER, PETER	LEOFF1 Medicare Reimb	556.00
	00195780	CARLSON, LARRY	DEC,JAN,FEB LEOFF1 RET MEDI RE	405.00
	00195820	PROVOST, ALAN	DEC, JAN, FEB LEOFF1 RET MEDIC	405.00
	00195841	WHEELER, DENNIS	LEOFF1 Medicare Reimb	314.10
P0101811	00195803	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	301.60
P0101827	00195812	LOISEAU, LERI M	LEOFF1 Retiree Medical Expense	266.15
	00195828	SMITH, RICHARD	LEOFF1 Medicare Reimb	223.10
	00195789	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	220.20
P0101654	00195789	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	210.60
	00195775	BARNES, WILLIAM	LEOFF1 Medicare Reimb	207.20
P0101810	00195839	WALLACE, THOMAS	LEOFF1 Retiree Medical Expense	205.95
	00195797	GOODMAN, J C	LEOFF1 Medicare Reimb	190.20
	00195794	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	187.50
	00195790	DEVENY, JAN P	LEOFF1 Medicare Reimb	166.60
	00195809	KUHN, DAVID	LEOFF1 Medicare Reimb	166.60
	00195793	ELSOE, RONALD	LEOFF1 Medicare Reimb	166.50
	00195773	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	164.40
	00195779	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	164.40
	00195839	WALLACE, THOMAS	LEOFF1 Medicare Reimb	164.40
	00195825	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	162.50
	00195772	ADAMS, RONALD E	LEOFF1 Medicare Reimb	162.10
	00195803	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	159.60
P0101734	00195778	BOOTH, GLENDON D	LEOFF1 Retiree Medical Expense	156.92
	00195811	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	156.60
	00195791	DOWD, PAUL	LEOFF1 Medicare Reimb	156.50
	00195823	RUCKER, MANORD J	LEOFF1 Medicare Reimb	154.40
	00195771	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	150.70
	00195798	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	146.60
	00195840	WEGNER, KEN	LEOFF1 Medicare Reimb	146.60
	00195812	LOISEAU, LERI M	LEOFF1 Medicare Reimb	145.40
P0101735	00195817	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	142.00
	00195821	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00195778	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	135.30
	00195817	MYERS, JAMES S	LEOFF1 Medicare Reimb	135.30
	00195813	LYONS, STEVEN	LEOFF1 Medicare Reimb	128.40
	00195832	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
P0101655	00195798	HAGSTROM, JAMES	FRLEOFF1 Retiree Medical Expen	91.76
P0101736	00195773	AUGUSTSON, THOR	LEOFF1 Retiree Medical Expense	87.92
P0101812	00195793	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	83.00
P0101688	00195817	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	52.81
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00195775	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,604.31
	00195788	COOPER, ROBERT	LEOFF1 Excess Benefit	1,566.16
	00195820	PROVOST, ALAN	LEOFF1 Excess Benefit	1,449.36
	00195803	JOHNSON, CURTIS	LEOFF1 Excess Benefit	837.28
	00195825	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	824.19

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195821	RAMSAY, JON	LEOFF1 Excess Benefit	448.41
<i>Org Key: IS1100 - IGS Mapping</i>				
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0006	37.85
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00195781	CENTURYLINK	PHONE USE NOV 2018	1,311.56
P0098792	00195808	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
	00195836	US BANK CORP PAYMENT SYS	SKAMANIA LODGE	360.01
	00195836	US BANK CORP PAYMENT SYS	MSFT * E04006NSN5	206.45
P0101666	00195838	VERIZON WIRELESS	IGS WIFI, LOANER, MDC1, SPARE	200.05
	00195836	US BANK CORP PAYMENT SYS	FRED MEYER #0682	85.20
	00195836	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	62.00
	00195836	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	48.00
	00195836	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	23.03
	00195836	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	14.00
	00195836	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	14.00
	00195836	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	13.20
	00195836	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	13.20
	00195836	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	12.10
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	0.00
	00195836	US BANK CORP PAYMENT SYS	INT*INTEL	-25.00
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM	-185.90
	00195836	US BANK CORP PAYMENT SYS	INT*INTEL	-276.40
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0101804	00195770	AA ASPHALTING INC	77th AVE SE	20,022.00
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
	00195836	US BANK CORP PAYMENT SYS	PAYPAL *PNW-ISA	167.19
<i>Org Key: MT2500 - ROW Administration</i>				
P0098360	00195761	REPUBLIC SERVICES #172	2018 PW ROW DISPOSAL/RECYCLING	2,272.60
P0098354	00195761	REPUBLIC SERVICES #172	2018 PW SWEEPER HAUL AWAY	1,097.25
<i>Org Key: MT3100 - Water Distribution</i>				
P0101617	00195749	GRAINGER	BRASS PLUGS	30.63
<i>Org Key: MT3150 - Water Quality Event</i>				
P0101624	00195750	H D FOWLER	WILKINS REDUCED PRESSURE 2" LE	1,253.81
<i>Org Key: MT3200 - Water Pumps</i>				
	00195781	CENTURYLINK	PHONE USE NOV 2018	59.69
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0098360	00195761	REPUBLIC SERVICES #172	2018 PW SEWER DISPOSAL/RECYCLI	252.51
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00195746	CENTURYLINK BUSINESS SERVICES	PHONE USE NOV 2018	2,949.56
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0098360	00195761	REPUBLIC SERVICES #172	2018 PW WATER DISPOSAL/RECYCL	252.51
	00195836	US BANK CORP PAYMENT SYS	OWPSACSTATE	100.00
<i>Org Key: MT4150 - Support Services - Clearing</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0098168	00195768	XEROX CORPORATION	2018 PW BASE AND METER COPY CH	543.19
	00195836	US BANK CORP PAYMENT SYS	POGACHA RESTAURANT	98.25
	00195836	US BANK CORP PAYMENT SYS	AMERICAN PUBLIC WORKS	89.41
P0098321	00195785	COMCAST	2018 PW WI-FI SERVICE	86.40
P0101649	00195838	VERIZON WIRELESS	iPad Charges/Clifton	40.01
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	35.74
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0747	30.67
P0097864	00195748	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	25.25
	00195836	US BANK CORP PAYMENT SYS	STARBUCKS STORE 03393	18.65
	00195836	US BANK CORP PAYMENT SYS	STARBUCKS STORE 03330	18.65
	00195836	US BANK CORP PAYMENT SYS	IMPARK00250059U	18.40
	00195836	US BANK CORP PAYMENT SYS	GC COLUMBIA LLC	13.00
<b>Org Key: MT4200 - Building Services</b>				
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*M82953T61	72.56
	00195836	US BANK CORP PAYMENT SYS	T AND A SUPPLY BELLEVUE 0	36.05
<b>Org Key: MT4210 - Building Landscaping</b>				
P0097982	00195757	MONARCH LANDSCAPE HOLDINGS	City Hall, FS91, FS 92 &	2,623.09
P0098360	00195761	REPUBLIC SERVICES #172	2018 PW FACILITIES	252.52
<b>Org Key: MT4300 - Fleet Services</b>				
P0097948	00195758	OVERLAKE OIL	2018 FUEL DELIVERY	1,922.31
P88915	00195753	KIA MOTORS FINANCE	6 MONTH LEASE EXTENSION	263.96
	00195836	US BANK CORP PAYMENT SYS	WA DOL LIC & REG 09598	47.75
	00195836	US BANK CORP PAYMENT SYS	EXXONMOBIL 48022453	26.16
	00195836	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	10.00
	00195836	US BANK CORP PAYMENT SYS	WA DOL09598*SERVICEFEE	2.00
<b>Org Key: MT4501 - Water Administration</b>				
P0101680	00195826	SEATTLE, CITY OF	Oct 2018 Water Purchases	122,664.00
	00195781	CENTURYLINK	PHONE USE NOV 2018	0.17
<b>Org Key: MT4502 - Sewer Administration</b>				
P0097859	00195754	KING COUNTY FINANCE	MONTHLY SEWER JAN-DEC 2018	244,890.36
<b>Org Key: MTBE01 - Maint of Medians &amp; Planters</b>				
P0101804	00195770	AA ASPHALTING INC	77th AVE	21,000.00
<b>Org Key: PO1100 - Administration (PO)</b>				
	00195800	HOLMES, EDWARD J	PER DIEM REIMBURSEMENT	112.50
	00195836	US BANK CORP PAYMENT SYS	GREI Conference registration	86.50
	00195836	US BANK CORP PAYMENT SYS	Pumps down at Fire - Fuel for	54.19
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	36.69
	00195836	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
<b>Org Key: PO1350 - Police Emergency Management</b>				
P0097864	00195748	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	328.25
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M84J66TP0	43.99
<b>Org Key: PO1650 - Regional Radio Operations</b>				
P0097864	00195748	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	1,414.00
<b>Org Key: PO1700 - Records and Property</b>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195829	SOLOMON, MEARA	CONFERENCE EXP / MILEAGE	578.76
P0101639	00195844	XEROX CORPORATION	PD Records Copier - Invoice #	206.81
	00195829	SOLOMON, MEARA	PER DIEM REIMBURSEMENT	107.70
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	0.00
<b>Org Key: PO2100 - Patrol Division</b>				
	00195836	US BANK CORP PAYMENT SYS	2019 Pocket Press legal guides	417.03
	00195836	US BANK CORP PAYMENT SYS	Patrol - latex gloves and DVD-	311.05
	00195836	US BANK CORP PAYMENT SYS	Patrol car - bluetooth devices	56.07
	00195836	US BANK CORP PAYMENT SYS	Wireless keyboard and mouse fo	48.40
	00195836	US BANK CORP PAYMENT SYS	Patrol Space Heater	39.59
	00195836	US BANK CORP PAYMENT SYS	DISPUTED TRANSACTION	25.81
	00195836	US BANK CORP PAYMENT SYS	Reflective straps for PD patro	23.99
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M83QU3GA0	23.08
	00195836	US BANK CORP PAYMENT SYS	Patrol Dishwashing Soap	21.98
	00195836	US BANK CORP PAYMENT SYS	Dishwasher indicator	9.84
<b>Org Key: PO2200 - Marine Patrol</b>				
P0100685	00195802	INVENTECH MARINE SOLUTIONS LLC	FLIR replacement Patrol 11 -	17,541.47
P0100685	00195802	INVENTECH MARINE SOLUTIONS LLC	FLIR replacement Patrol 11 -	6,285.57
<b>Org Key: PO3100 - Investigation Division</b>				
	00195836	US BANK CORP PAYMENT SYS	Fusion Crime & Safety Conferen	209.44
	00195836	US BANK CORP PAYMENT SYS	CIS office clock.	24.19
<b>Org Key: PO3350 - School Resource Officer</b>				
	00195836	US BANK CORP PAYMENT SYS	Eye protection for ALICE train	88.90
	00195836	US BANK CORP PAYMENT SYS	Equipment carrying case for SR	51.69
<b>Org Key: PO4100 - Firearms Training</b>				
	00195836	US BANK CORP PAYMENT SYS	Firearms training targets	99.89
	00195836	US BANK CORP PAYMENT SYS	Firearms cleaning restock of s	73.68
	00195836	US BANK CORP PAYMENT SYS	Firearms training targets	57.90
<b>Org Key: PO4300 - Police Training</b>				
	00195836	US BANK CORP PAYMENT SYS	Registration for Police Superv	695.00
	00195819	PRINCE, ANDREW	SAFETY BOOTS	148.50
	00195814	MAGNAN, JEFF	PER DIEM REIMBURSEMENT	140.00
	00195827	SEIFERT, MIKE	PER DIEM REIMBURSEMENT	140.00
	00195836	US BANK CORP PAYMENT SYS	Books required for DT instruct	99.82
	00195836	US BANK CORP PAYMENT SYS	FBI LEEDA training Commander M	50.00
	00195836	US BANK CORP PAYMENT SYS	Registration for FBINAA fall c	42.00
	00195827	SEIFERT, MIKE	CORRECTION FOR PER DIEM	-27.50
<b>Org Key: PR1100 - Administration (PR)</b>				
	00195836	US BANK CORP PAYMENT SYS	HOMEDPOT.COM	303.60
	00195816	MORTENSON, DIANE M	ICMA WEBINAR REGISTRATION	249.00
P0097792	00195769	XEROX CORPORATION	Lease and print/copy charges f	240.54
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #1190	115.91
	00195836	US BANK CORP PAYMENT SYS	Diane training	86.50
	00195836	US BANK CORP PAYMENT SYS	P&R and YFS online marketing	55.00
	00195836	US BANK CORP PAYMENT SYS	P&R online survey	35.00
	00195836	US BANK CORP PAYMENT SYS	MICHAELS STORES 8407	-30.72

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR1500 - Urban Forest Management</i>				
	00195836	US BANK CORP PAYMENT SYS	THE DAVENPORT GRAND HO	206.44
	00195836	US BANK CORP PAYMENT SYS	MACRINA SODO	18.00
<i>Org Key: PR2100 - Recreation Programs</i>				
P0101737	00195792	EISEN, CHLOE L	Instructor fees - course #3098	458.50
P0101737	00195792	EISEN, CHLOE L	Instructor fees - course #3099	389.90
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	134.05
	00195836	US BANK CORP PAYMENT SYS	FB boost	54.22
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	50.77
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	48.83
	00195836	US BANK CORP PAYMENT SYS	Club Mercer	40.68
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	8.75
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	6.60
	00195836	US BANK CORP PAYMENT SYS	Parent's Night Out Halloween P	3.29
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	0.00
<i>Org Key: PR2101 - Youth and Teen Camps</i>				
	00195836	US BANK CORP PAYMENT SYS	Summer Camp Field Trip due to	388.75
<i>Org Key: PR2108 - Health and Fitness</i>				
P0101765	00195761	REPUBLIC SERVICES #172	5500 ICW 40YRD RECYCLING CONTA	3,293.41
P0101762	00195810	LEDBETTER-KRAFT, DELORES E	Instructor fees course #3513	1,465.10
P0101726	00195824	SALZETTI, ERIC	Instructor Fees - Course #3475	825.30
P0101726	00195824	SALZETTI, ERIC	Instructor Fees - Course #3492	459.20
P0101728	00195824	SALZETTI, ERIC	4 personal training sessions f	150.00
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	34.00
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	32.00
	00195836	US BANK CORP PAYMENT SYS	MOUNT SI GOLF COURSE -	29.00
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	27.95
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	27.20
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	24.45
	00195836	US BANK CORP PAYMENT SYS	Senior Golf,	22.20
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	20.60
<i>Org Key: PR3500 - Senior Services</i>				
P0101727	00195751	HOME CARE ASSISTANCE OF WA LLC	Senior transportation driving	289.00
P0101725	00195765	US POSTMASTER	Looking ahead mailing funds	254.31
P0101723	00195842	WIBLE, CONNIE M	Music for senior Thanksgiving	150.00
	00195836	US BANK CORP PAYMENT SYS	Senior trip to Bob's Pumpkin F	86.16
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	65.57
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	60.13
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	58.10
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	51.94
	00195836	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	39.95
	00195836	US BANK CORP PAYMENT SYS	NEW SEASONS MARKET	35.18
	00195836	US BANK CORP PAYMENT SYS	Senior Trip to Malby Cafe and	19.49
	00195836	US BANK CORP PAYMENT SYS	TRADER JOE'S #138 QPS	19.08
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M83PT9TJ0	18.99
	00195836	US BANK CORP PAYMENT SYS	Senior Golf	18.95
P0097868	00195755	M & M BALLOON CO	Helium Tank rental for MICEC	15.40

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195836	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	13.97
	00195836	US BANK CORP PAYMENT SYS	MICHAELS STORES 2038	13.90
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	12.47
	00195836	US BANK CORP PAYMENT SYS	WALGREENS #3733	11.80
<i>Org Key: PR4100 - Community Center</i>				
P0097982	00195757	MONARCH LANDSCAPE HOLDINGS	MICEC - 2018 Landscape Mainten	1,383.69
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*MT3640YM0	800.72
P0097878	00195768	XEROX CORPORATION	2018 Lease charges for MICEC C	267.20
	00195836	US BANK CORP PAYMENT SYS	OFFICE DEPOT #1078	263.99
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	170.62
P0097871	00195786	COMCAST	2018 High Speed Internet Conne	165.78
	00195836	US BANK CORP PAYMENT SYS	NEW SEASONS MARKET	164.99
	00195836	US BANK CORP PAYMENT SYS	DISPLAYS2GO	161.98
P0101574	00195749	GRAINGER	one 35 gal. recycling bin, two	155.58
P0097878	00195768	XEROX CORPORATION	Use charge 9-21-18 to 10-21-18	140.25
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT5XG0IK1	104.03
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*MT8136W81	101.46
	00195836	US BANK CORP PAYMENT SYS	C.J.'s WRPA Training Summit Ho	97.69
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M83PT9TJ0	95.78
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M80R70XR2	92.94
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M80T68001	91.44
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT 4711	82.47
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT0L11RL1	75.17
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M85Q33CM1	75.02
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M85BD44O1	62.64
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	59.13
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M87BD84W1	58.70
	00195836	US BANK CORP PAYMENT SYS	AMAZON.COM*M89EJ4XY2	58.23
	00195781	CENTURYLINK	PHONE USE NOV 2018	52.57
	00195836	US BANK CORP PAYMENT SYS	First Friday supplies	47.98
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	47.96
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M87SR7JG0	29.50
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M85Q33CM1	27.18
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT00692Q1	17.39
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	16.47
	00195836	US BANK CORP PAYMENT SYS	RPNW BELLEVUE MEYDENBAURE	14.00
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M801S4EQ2	12.99
	00195836	US BANK CORP PAYMENT SYS	SUBWAY 00068791	9.23
	00195836	US BANK CORP PAYMENT SYS	WSCC PFD PARKING	8.00
	00195836	US BANK CORP PAYMENT SYS	TARGET 00003392	4.49
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	3.79
	00195836	US BANK CORP PAYMENT SYS	AMZ*DYSON DIRECT, IN	-80.23
<i>Org Key: PR5400 - Gallery Program</i>				
	00195836	US BANK CORP PAYMENT SYS	public unveiling for West Merc	204.00
P0097865	00195842	WIBLE, CONNIE M	Arts Council Artists' receptio	150.00
	00195836	US BANK CORP PAYMENT SYS	mural event - 10.25.18	66.00
	00195836	US BANK CORP PAYMENT SYS	Supplies for MIVAL Holiday Sho	41.62
	00195836	US BANK CORP PAYMENT SYS	Supplies for mural event and b	36.59
	00195836	US BANK CORP PAYMENT SYS	Supplies for hanging the banne	30.67



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195836	US BANK CORP PAYMENT SYS	Supplies for banner exhibit ev	29.50
	00195836	US BANK CORP PAYMENT SYS	MIVAL volunteers and reception	18.75
	00195836	US BANK CORP PAYMENT SYS	Supplies for banner exhibit at	16.09
	00195836	US BANK CORP PAYMENT SYS	Supplies for MIVAL Holiday Sho	8.78
	00195836	US BANK CORP PAYMENT SYS	Supplies for MIVAL Holiday Sho	5.50
	00195836	US BANK CORP PAYMENT SYS	First Friday Art Walk for bann	-3.30
	00195836	US BANK CORP PAYMENT SYS	Supplies for banner exhibit at	-7.30
<b>Org Key: PR5700 - Special Programs</b>				
	00195836	US BANK CORP PAYMENT SYS	WMW mural opening supplies	22.00
<b>Org Key: PR6100 - Park Maintenance</b>				
P0098360	00195761	REPUBLIC SERVICES #172	2018 PARKS DISPOSAL/RECYCLING	1,010.04
	00195836	US BANK CORP PAYMENT SYS	IN *WWGCSA	360.00
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	0.00
<b>Org Key: PR6200 - Athletic Field Maintenance</b>				
	00195781	CENTURYLINK	PHONE USE NOV 2018	90.95
<b>Org Key: PR6500 - Luther Burbank Park Maint.</b>				
	00195781	CENTURYLINK	PHONE USE NOV 2018	163.96
	00195836	US BANK CORP PAYMENT SYS	OFFICE DEPOT #975	17.91
<b>Org Key: PR6600 - Park Maint-School Related</b>				
	00195836	US BANK CORP PAYMENT SYS	SQ *GAGNON WELDING,	289.12
<b>Org Key: PR6700 - I90 Park Maintenance</b>				
P0098360	00195761	REPUBLIC SERVICES #172	2018 PARKS DISPOSAL/RECYCLING	1,010.04
P0097872	00195830	T-MOBILE	2018 Service for Boat Launch T	20.00
	00195836	US BANK CORP PAYMENT SYS	RAINMASTER	11.00
<b>Org Key: PR6800 - Trails Maintenance</b>				
	00195836	US BANK CORP PAYMENT SYS	PAYPAL *PNW-ISA	167.19
<b>Org Key: PY4618 - Flex Spending Admin 2018</b>				
	00195766	VAN GORP, ALISON	Flex Spending	5,406.83
	00195760	QUINN, THOMAS	Flex Spending	534.89
	00195759	PETERSEN, CHRIS	Flex Spending	192.31
	00195763	SOLOMON, MEARA	Flex Spending	192.31
<b>Org Key: VCP104 - CIP Streets Salaries</b>				
P0101596	00195767	WA ASPHALT PAVEMENT ASSOC	ASPHALT WORKSHOP 10/31/2018	235.00
	00195836	US BANK CORP PAYMENT SYS	APWA CM COMMITTEE - IN	137.50
<b>Org Key: VCP402 - CIP Water Salaries</b>				
	00195836	US BANK CORP PAYMENT SYS	APWA CM COMMITTEE - IN	137.50
<b>Org Key: VCP426 - CIP Sewer Salaries</b>				
	00195836	US BANK CORP PAYMENT SYS	APWA CM COMMITTEE - IN	137.50
<b>Org Key: VCP432 - CIP Storm Drainage Salaries</b>				
	00195836	US BANK CORP PAYMENT SYS	APWA CM COMMITTEE - IN	137.50
<b>Org Key: WG101R - City Hall Building Repairs</b>				
P0101440	00195833	TRU MECHANICAL INC	REPLACE BOILER & COOLING TOWER	150,421.38

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0101440	00195833	TRU MECHANICAL INC	RETAINAGE	7,162.92
<i>Org Key: WG107R - Luther Burbank Admin Bldg Rep</i>				
	00195836	US BANK CORP PAYMENT SYS	TARGET.COM *	43.99
	00195836	US BANK CORP PAYMENT SYS	TARGET.COM *	27.49
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
P94483	00195805	KIA MOTORS FINANCE	DSG 2016 KIA SOUL LEASE	211.36
<i>Org Key: WPI22R - Vegetation Management</i>				
	00195836	US BANK CORP PAYMENT SYS	THE DAVENPORT GRAND HO	300.00
	00195836	US BANK CORP PAYMENT SYS	FORESTRY SUPPLIERS INC	71.16
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT33S59K0	23.07
<i>Org Key: WP700P - Aubrey Davis Multiuse Corridor</i>				
P0100545	00195801	HOUGH BECK & BAIRD	Professional Services for Aubr	26,878.22
	00195836	US BANK CORP PAYMENT SYS	81236 - 2200 WESTLAKE	21.00
	00195836	US BANK CORP PAYMENT SYS	GROCERY OUTLET OF S	18.20
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	5.19
<i>Org Key: WP720R - Recurring Park Projects</i>				
P0101625	00195750	H D FOWLER	MOCK ROCK MODEL 102	178.70
<i>Org Key: WR517R - SE 40th (A) Corridor Improvemnt</i>				
P0099634	00195752	KAMINS CONSTRUCTION INC	SE 40TH ST. CORRIDOR IMPROVEME	153,026.18
P0099634	00195752	KAMINS CONSTRUCTION INC	SE 40TH ST. CORRIDOR IMPROVEME	42,266.36
<i>Org Key: WR517S - SE 40th (B) Overlay</i>				
P0099634	00195752	KAMINS CONSTRUCTION INC	SE 40TH ST. CORRIDOR IMPROVEME	170,794.09
P0099634	00195752	KAMINS CONSTRUCTION INC	SE 40TH ST. CORRIDOR IMPROVEME	8,028.35
<i>Org Key: WS511R - Sewer Special Catch Basins</i>				
P0101807	00195807	KING COUNTY FINANCE	SOLID WASTE HAUL OUT	2,312.25
P0101592	00195749	GRAINGER	ORANGE LATEX GLOVES	70.95
<i>Org Key: WS710R - General Sewer Sys Improvements</i>				
P0094831	00195762	SEQUOYAH ELECTRIC LLC	2017 ON-CALL ELECTRICAL SERVIC	1,095.42
<i>Org Key: WS712P - Pump Sta/Lake Line Access Eval</i>				
P0099675	00195831	TETRA TECH INC	LAKE LINE & PUMP STATION ACCES	49,817.86
<i>Org Key: WW117R - Street Related Water Impvts</i>				
P0099634	00195752	KAMINS CONSTRUCTION INC	SE 40TH ST. CORRIDOR IMPROVEME	29,300.55
<i>Org Key: XP520R - Recreational Trail Connections</i>				
	00195836	US BANK CORP PAYMENT SYS	OLYMPIC FOUNDRY, INC.	365.81
<i>Org Key: XP710R - Luther BB Minor Capital LEVY</i>				
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4702	148.64
	00195836	US BANK CORP PAYMENT SYS	THE HOME DEPOT #8944	70.46
<i>Org Key: YF1100 - YFS General Services</i>				
	00195836	US BANK CORP PAYMENT SYS	INGALLINAS BOX LUNCH INC	1,048.03
P0097792	00195769	XEROX CORPORATION	Lease and print/copy charges f	404.83
	00195795	FRANKLIN, DEREK	LMFT LICENSE RENEWAL	196.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00195836	US BANK CORP PAYMENT SYS	TARGET 00003392	139.55
	00195836	US BANK CORP PAYMENT SYS	WWW.ISTOCK.COM	115.00
	00195836	US BANK CORP PAYMENT SYS	NEW DAY FILMS	84.00
	00195836	US BANK CORP PAYMENT SYS	THINK SOCIAL PUBLISHING	59.30
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M89J77NM1	35.57
	00195836	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00195836	US BANK CORP PAYMENT SYS	APA.ORG*BOOKS*VIDEO*CE	11.95
	00195836	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	10.00
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT8JQ37D1	9.87
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT71U52U1	9.60
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	3.95
	00195836	US BANK CORP PAYMENT SYS	INGALLINAS BOX LUNCH INC	3.30
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	2.80
<i>Org Key: YF1200 - Thrift Shop</i>				
	00195836	US BANK CORP PAYMENT SYS	COSTCO *BUS DELIV 115	289.27
P0097982	00195757	MONARCH LANDSCAPE HOLDINGS	Thriftshop- 2018 Landscape	254.27
	00195836	US BANK CORP PAYMENT SYS	ULINE *SHIP SUPPLIES	150.07
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*MT4901RM1	53.97
	00195836	US BANK CORP PAYMENT SYS	STK*SHUTTERSTOCK, INC.	49.00
	00195836	US BANK CORP PAYMENT SYS	MOOD PANDORA	29.64
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	21.66
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M81W62CX2	21.52
	00195844	XEROX CORPORATION	PRINTER SUPPLIES	16.48
	00195836	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	9.99
	00195836	US BANK CORP PAYMENT SYS	AMZN MKTP US*M805I9CM0	7.95
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	7.56
<i>Org Key: YF2500 - Family Counseling</i>				
	00195836	US BANK CORP PAYMENT SYS	INSTITUTE FOR NATURAL RE	99.00
<i>Org Key: YF2600 - Family Assistance</i>				
P0101828	00195777	BOEING COMPANY, THE	Health insurance premium payme	513.24
	00195836	US BANK CORP PAYMENT SYS	QFC #5839	244.80
	00195836	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00195836	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00195836	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00195836	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00195836	US BANK CORP PAYMENT SYS	INTERNATIONAL FOOD BAZAAR	100.00
	00195836	US BANK CORP PAYMENT SYS	ORCA KCM ONLINE SALES 40	63.00
	00195836	US BANK CORP PAYMENT SYS	ORCA KCM ONLINE SALES 40	63.00
	00195836	US BANK CORP PAYMENT SYS	ORCA KCM ONLINE SALES 40	54.00
	00195836	US BANK CORP PAYMENT SYS	ORCA KCM ONLINE SALES 40	54.00
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				
	00195836	US BANK CORP PAYMENT SYS	P&R and YFS online marketing	82.51
Total				1,230,552.38

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00195746	11/21/2018	CENTURYLINK BUSINESS SERVICES PHONE USE NOV 2018		1454194098	11/03/2018	2,949.56
00195747	11/21/2018	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0101610	5967381	11/06/2018	267.96
00195748	11/21/2018	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P0097864	9497	11/01/2018	2,878.50
00195749	11/21/2018	GRAINGER ORANGE LATEX GLOVES	P0101617	9954739638	11/05/2018	557.63
00195750	11/21/2018	H D FOWLER WILKINS REDUCED PRESSURE 2" LE	P0101625	I5005189	11/01/2018	1,432.51
00195751	11/21/2018	HOME CARE ASSISTANCE OF WA LLC Senior transportation driving	P0101727	16987	11/12/2018	289.00
00195752	11/21/2018	KAMINS CONSTRUCTION INC SE 40TH ST. CORRIDOR IMPROVEME	P0099634	PP#4	09/30/2018	403,415.53
00195753	11/21/2018	KIA MOTORS FINANCE 6 MONTH LEASE EXTENSION	P88915	OH010853	12/01/2018	263.96
00195754	11/21/2018	KING COUNTY FINANCE MONTHLY SEWER JAN-DEC 2018	P0097859	30025730	11/01/2018	244,890.36
00195755	11/21/2018	M & M BALLOON CO Helium Tank rental for MICEC	P0097868	35309	11/01/2018	15.40
00195756	11/21/2018	MI SCHOOL DISTRICT #400 School Impact fees for Q1, Q2	P0101745	OH010851	11/20/2018	55,986.98
00195757	11/21/2018	MONARCH LANDSCAPE HOLDINGS City Hall, FS91, FS 92 &	P0097982	RC000054918/RC00	11/01/2018	4,261.05
00195758	11/21/2018	OVERLAKE OIL 2018 FUEL DELIVERY	P0097948	0190885-IN	11/12/2018	1,922.31
00195759	11/21/2018	PETERSEN, CHRIS Flex Spending		OH010857	11/23/2018	192.31
00195760	11/21/2018	QUINN, THOMAS Flex Spending		OH010854	11/23/2018	534.89
00195761	11/21/2018	REPUBLIC SERVICES #172 2018 PW ROW DISPOSAL/RECYCLING	P0098360	0172-007658082	10/31/2018	9,440.88
00195762	11/21/2018	SEQUOYAH ELECTRIC LLC 2017 ON-CALL ELECTRICAL SERVIC	P0094831	7018246	05/24/2018	1,095.42
00195763	11/21/2018	SOLOMON, MEARA Flex Spending		OH010855	11/23/2018	192.31
00195764	11/21/2018	STOWE DEVELOPMENT & STRATEGIES October 2018 Long-Term Parking	P0101562	MI017	11/01/2018	6,215.00
00195765	11/21/2018	US POSTMASTER Looking ahead mailing funds	P0101725	OH010852	11/15/2018	254.31
00195766	11/21/2018	VAN GORP, ALISON Flex Spending		OH010856	11/23/2018	5,406.83
00195767	11/21/2018	WA ASPHALT PAVEMENT ASSOC ASPHALT WORKSHOP 10/31/2018	P0101596	22035	11/01/2018	235.00
00195768	11/21/2018	XEROX CORPORATION 2018 PW BASE AND METER COPY CH	P0097878	095053919	11/01/2018	950.64
00195769	11/21/2018	XEROX CORPORATION Lease and print/copy charges f	P0097792	095053918	11/01/2018	645.37
00195770	11/29/2018	AA ASPHALTING INC 77th AVE SE	P0101804	0100484IN	10/31/2018	41,022.00
00195771	11/29/2018	ABBOTT, RICHARD LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	150.70

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00195772	11/29/2018	ADAMS, RONALD E LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	162.10
00195773	11/29/2018	AUGUSTSON, THOR LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	252.32
00195774	11/29/2018	AWC DECEMBER 2018		OH010858	11/26/2018	348.30
00195775	11/29/2018	BARNES, WILLIAM LEOFF1 Medicare Reimb		DEC2018A	11/26/2018	1,811.51
00195776	11/29/2018	BERTLIN, DEBBIE MILEAGE EXP & MEETING SUPPLIES		OH010860	11/19/2018	99.68
00195777	11/29/2018	BOEING COMPANY, THE Health insurance premium payme	P0101828	OH010873	11/27/2018	513.24
00195778	11/29/2018	BOOTH, GLENDON D LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	292.22
00195779	11/29/2018	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	164.40
00195780	11/29/2018	CARLSON, LARRY DEC,JAN,FEB LEOFF1 RET MEDI RE		OH010862	11/26/2018	405.00
00195781	11/29/2018	CENTURYLINK PHONE USE NOV 2018		OH010861	11/16/2018	1,678.90
00195782	11/29/2018	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	1,331.00
00195783	11/29/2018	CLERK OF COURT PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	444.47
00195784	11/29/2018	COMCAST Internet Charges/Fire	P0097860	OH010890	11/12/2018	185.32
00195785	11/29/2018	COMCAST 2018 PW WI-FI SERVICE	P0098321	OH010894	11/07/2018	86.40
00195786	11/29/2018	COMCAST 2018 High Speed Internet Conne	P0097871	OH010889	11/11/2018	165.78
00195787	11/29/2018	COMCAST FIRE STATION 92 FIBER CIRCUIT	P0097793	72021253	11/01/2018	1,266.36
00195788	11/29/2018	COOPER, ROBERT LEOFF1 Excess Benefit		DEC2018A	11/26/2018	1,566.16
00195789	11/29/2018	DEEDS, EDWARD G LEOFF1 Medicare Reimb	P0101654	OH010896	11/09/2018	430.80
00195790	11/29/2018	DEVENY, JAN P LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	166.60
00195791	11/29/2018	DOWD, PAUL LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	156.50
00195792	11/29/2018	EISEN, CHLOE L Instructor fees - course #3098	P0101737	3098/3099	11/19/2018	848.40
00195793	11/29/2018	ELSOE, RONALD LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	249.50
00195794	11/29/2018	FORSMAN, LOWELL LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	187.50
00195795	11/29/2018	FRANKLIN, DEREK LMFT LICENSE RENEWAL		OH010863	11/19/2018	196.00
00195796	11/29/2018	GET Washington PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	100.00
00195797	11/29/2018	GOODMAN, J C LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	190.20

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00195798	11/29/2018	HAGSTROM, JAMES FRLEOFF1 Retiree Medical Expen		DEC2018B	11/26/2018	238.36
00195799	11/29/2018	HILTNER, PETER LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	556.00
00195800	11/29/2018	HOLMES, EDWARD J PER DIEM REIMBURSEMENT		OH010864	11/20/2018	112.50
00195801	11/29/2018	HOUGH BECK & BAIRD Professional Services for Aubr	P0100545	12376	11/01/2018	26,878.22
00195802	11/29/2018	INVENTECH MARINE SOLUTIONS LLC FLIR replacement Patrol 11 -	P0100685	1464	10/12/2018	23,827.04
00195803	11/29/2018	JOHNSON, CURTIS FRLEOFF1 Retiree Medical Expen		DEC2018A	11/26/2018	1,298.48
00195804	11/29/2018	KC PET LICENSES KC PET LICENSE FEES COLLECTED	P0097862	OH010876	10/31/2018	40.00
00195805	11/29/2018	KIA MOTORS FINANCE DSG 2016 KIA SOUL LEASE	P94483	OH010877	11/16/2018	211.36
00195806	11/29/2018	KING CO PROSECUTING ATTORNEY COURT REMITTANCE KC CRIME VICT	P0097861	OH010875	10/31/2018	246.21
00195807	11/29/2018	KING COUNTY FINANCE SOLID WASTE HAUL OUT	P0101807	86447	10/31/2018	2,312.25
00195808	11/29/2018	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0098792	11007510	11/01/2018	1,122.00
00195809	11/29/2018	KUHN, DAVID LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	166.60
00195810	11/29/2018	LEDBETTER-KRAFT, DELORES E Instructor fees course #3513	P0101762	3513	11/20/2018	1,465.10
00195811	11/29/2018	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	156.60
00195812	11/29/2018	LOISEAU, LERI M LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	411.55
00195813	11/29/2018	LYONS, STEVEN LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	128.40
00195814	11/29/2018	MAGNAN, JEFF PER DIEM REIMBURSEMENT		OH010866	11/19/2018	140.00
00195815	11/29/2018	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	320.00
00195816	11/29/2018	MORTENSON, DIANE M ICMA WEBINAR REGISTRATION		OH010865	11/19/2018	249.00
00195817	11/29/2018	MYERS, JAMES S LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	330.11
00195818	11/29/2018	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	2,408.78
00195819	11/29/2018	PRINCE, ANDREW SAFETY BOOTS		OH010867	11/01/2018	148.50
00195820	11/29/2018	PROVOST, ALAN DEC, JAN, FEB LEOFF1 RET MEDIC		DEC2018A	11/26/2018	3,880.86
00195821	11/29/2018	RAMSAY, JON LEOFF1 Medicare Reimb		DEC2018A	11/26/2018	584.61
00195822	11/29/2018	ROBERTSON, PAUL OVERPAYMENT REFUND		OH010869	11/15/2018	455.72
00195823	11/29/2018	RUCKER, MANORD J LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	154.40

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00195824	11/29/2018	SALZETTI, ERIC 4 personal training sessions f	P0101726	3492/3475	11/19/2018	1,434.50
00195825	11/29/2018	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		DEC2018A	11/26/2018	986.69
00195826	11/29/2018	SEATTLE, CITY OF Oct 2018 Water Purchases	P0101680	OH010880	10/30/2018	122,664.00
00195827	11/29/2018	SEIFERT, MIKE PER DIEM REIMBURSEMENT		OH010897	11/19/2018	112.50
00195828	11/29/2018	SMITH, RICHARD LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	223.10
00195829	11/29/2018	SOLOMON, MEARA CONFERENCE EXP / MILEAGE		OH010872	11/19/2018	686.46
00195830	11/29/2018	T-MOBILE 2018 Service for Boat Launch T	P0097872	OH010886	11/09/2018	20.00
00195831	11/29/2018	TETRA TECH INC LAKE LINE & PUMP STATION ACCES	P0099675	51373162	11/02/2018	49,817.86
00195832	11/29/2018	THOMPSON, JAMES LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	123.30
00195833	11/29/2018	TRU MECHANICAL INC RETAINAGE	P0101440	7115	10/31/2018	157,584.30
00195834	11/29/2018	UNITED STATES TREASURY PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	91.10
00195835	11/29/2018	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	100.00
00195836	11/29/2018	US BANK CORP PAYMENT SYS STIA PUBLIC PARKING		5539OCTBER2018	11/06/2018	22,098.41
00195837	11/29/2018	VERIZON WIRELESS Mobil hot spots and new phone	P0101706	9817874264	11/06/2018	772.65
00195838	11/29/2018	VERIZON WIRELESS CITYWORKS IPAD FOR JEEP	P0101649	9817060750	10/23/2018	1,247.25
00195839	11/29/2018	WALLACE, THOMAS LEOFF1 Retiree Medical Expense		DEC2018B	11/26/2018	370.35
00195840	11/29/2018	WEGNER, KEN LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	146.60
00195841	11/29/2018	WHEELER, DENNIS LEOFF1 Medicare Reimb		DEC2018B	11/26/2018	314.10
00195842	11/29/2018	WIBLE, CONNIE M Music for senior Thanksgiving	P0097865	OH010887	11/08/2018	300.00
00195843	11/29/2018	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		23NOV2018	11/23/2018	2,556.74
00195844	11/29/2018	XEROX CORPORATION Print and copy charges for DSG		230095970	11/13/2018	2,294.75
					Total	1,230,552.38



# CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

**PAYROLL PERIOD ENDING**  
**PAYROLL DATED**

**11.16.18**  
**11.23.18**

Net Cash	\$	529,842.77
Net Voids/Manuals	\$	35,163.02
<b>Net Total</b>	<b>\$</b>	<b>565,005.79</b>
Federal Tax Deposit - Key Bank	\$	90,158.61
Social Security and Medicare Taxes	\$	43,892.65
Medicare Taxes Only (Fire Fighter Employees)	\$	2,435.57
State Tax (Oregon)	\$	-
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	27,696.72
Public Employees Retirement System 3 (PERS 3)	\$	7,030.93
Public Employees Retirement System (PERSJM)	\$	767.68
Public Safety Employees Retirement System (PSERS)	\$	199.02
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	27,413.19
Regence & LEOFF Trust - Medical Insurance	\$	12,711.46
Domestic Partner/Overage Dependant - Insurance	\$	1,610.42
Group Health Medical Insurance	\$	1,184.44
Health Care - Flexible Spending Accounts	\$	2,339.87
Dependent Care - Flexible Spending Accounts	\$	1,689.11
United Way	\$	100.00
ICMA Deferred Compensation	\$	28,237.18
Fire 457 Nationwide	\$	7,199.35
Roth - ICMA	\$	260.00
Roth - Nationwide	\$	452.37
401K Deferred Comp	\$	-
Garnishments (Chapter 13)	\$	1,775.47
Tax Levy	\$	91.10
Child Support	\$	599.99
Mercer Island Employee Association	\$	320.00
Cities & Towns/AFSCME Union Dues	\$	2,556.74
Police Union Dues	\$	2,408.78
Fire Union Dues	\$	2,019.69
Fire Union - Supplemental Dues	\$	154.00
Standard - Supplemental Life Insurance	\$	396.30
Unum - Long Term Care Insurance	\$	642.95
AFLAC - Supplemental Insurance Plans	\$	636.51
Coffee Fund	\$	96.00
Transportation	\$	125.00
HRA - VEBA	\$	4,547.30
Miscellaneous	\$	-
Nationwide Extra	\$	-
GET	\$	100.00
Oregon Transit Tax and Oregon Benefit Tax	\$	-
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>271,848.40</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 836,854.19</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

*Charles L. Corder*

Finance Director

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

Mayor

Date





# CITY COUNCIL MINUTES REGULAR MEETING APRIL 3, 2018

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## CALL TO ORDER & ROLL CALL

Mayor Debbie Bertlin called the meeting to order at 5:00 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Debbie Bertlin, Deputy Mayor Salim Nice and Councilmembers Tom Acker (arrived 5:10 pm), Bruce Bassett, Wendy Weiker (arrived 5:02 pm), David Wisenteiner, and Benson Wong were present.

## AGENDA APPROVAL

It was moved by Bassett; seconded by Wong to:

**Approve the agenda as presented.**

Passed 5-0.

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

ABSENT: 2 (Acker, Weiker)

## EXECUTIVE SESSION

**Executive Session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b) and to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public pursuant to RCW 42.30.110(1)(c) for 30 minutes.**

At 5:03 pm, Mayor Bertlin convened the Executive Session 30 minutes.

At 5:58 pm, Mayor Bertlin adjourned the Executive Session and the Regular Meeting reconvened.

## STUDY SESSION

### **AB 5409: Code Compliance Program and Code Amendment**

DSG Administrative Services Director Alison Van Gorp presented information to the Council regarding the City's code compliance program, including process, staffing, and operational challenges. She also explained the deficiencies in the existing code compliance regulations and an overview of the policy options the Planning Commission will be evaluating to:

1. Re-organize and consolidate code compliance-related regulations;
2. Clarify the code compliance process and penalties;
3. Simplify the regulations for readability and ease of use; and
4. Add regulatory tools to aid staff in effectively and efficiently gaining compliance.

Following discussion, the Council directed staff to review code compliance provisions from other jurisdictions and propose code amendments to consolidate, update, and strengthen the City's code compliance regulations and explore potential policy tools.

## SPECIAL BUSINESS

### AB 5411: Earth Day & Leap for Green Proclamation

Sustainability Manager Ross Freeman spoke about Earth Day and the Mercer Island Leap for Green Fair. He introduced Mercer Island residents Yve Sharples, Elizabeth Hardisty, Dr. Jonathan Harrington, and Leap to receive the proclamation on behalf of the community.

Mayor Debbie Bertlin proclaimed April 22, 2018 as Earth Day in the City of Mercer Island encouraged all residents and businesses to become responsible stewards of the Island and the planet. She invited everyone to the annual Leap for Green Sustainability Fair, on Saturday, April 14, from 10:00am-2:00pm, at the Community and Event Center.

### AB 5408: Sexual Assault Awareness Month Proclamation

City Manager Julie Underwood spoke about the goal Sexual Assault Awareness Month to raise public awareness about sexual violence and educate communities on how to prevent it. She introduced Lawton Penn, Vice President of King County Sexual Assault Resource Center's Board of Directors and Mercer Island resident to receive the proclamation on behalf of the community.

Mayor Debbie Bertlin proclaimed April 2018 as Sexual Assault Awareness Month in the City of Mercer Island and urged all advocates and communities across King County in taking action to prevent sexual violence by standing with survivors and committing to a safer future for all children, young people, adults, and families.

## CITY MANAGER REPORT

City Manager Julie Underwood presented information on the following items:

- **City's Financial Challenges Community Advisory Group Meeting** - The CAG had its last meeting on Mon., April 2, to finalize their recommendations and a majority (74%) supported a smaller levy + other revenues + operational effectiveness/cost control. Thank you to the CAG members!
- City receives \$100,000 from WSDOT to fund the development of the **Aubrey Davis Master Plan**
- City receives official **Notice of Completion** from the State's Department of Health in response to the September 2014 E. coli incident
- **2018 Spring Recycling Event** - Saturday, April 7, 9:00 am-3:00 pm, Mercer Island Boat Launch, 3600 East Mercer Way
- **Volunteer at a Restoration Event!** Sat., April 7, 9:00 am-3:00 pm at Mercerdale Hillside Park
- **Leap for Green Sustainability Fair** – Sat, April 14, 10am-2 pm MICEC

## APPEARANCES

Meg Lippert, 4052 94<sup>th</sup> Ave SE, spoke about the proposed 2018-2019 City Council goals.

Paul Shoemaker, 4546 Forest Ave SE, spoke on behalf of MICA. He supports goal #4 and supports the addition of arts and heritage into the Comprehensive Plan.

## CONSENT AGENDA

### Payables: \$871,210.93 (3/15/18) & \$377,790.23 (3/22/18)

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

### Payroll: \$829,200.95 (3/16/18)

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

**AB 5405: EMW 5400-6000 Block Water System Improvements Project Bid Award**

**Recommendation:** Award the EMW 5400-6000 Water System Improvements project to B & B Utilities in the amount of \$1,283,570.75. Set the project budget to \$1,895,870, with a budget reallocation of \$509,870 from the SE 22nd Street/SE 22nd Place Water System Improvements project (within the Water Fund) and direct the City Manager to execute the construction contract.

It was moved by Bassett; seconded by Wong to:

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

Passed 7-0.

FOR: 7 (Acker, Bassett, Bertlin, Nice, Weiker, Wisenteiner, Wong)

**REGULAR BUSINESS**

**AB 5410: Acquisition and Lease Purchase Financing of One Pierce Enforcer Pumper Ordinance (1st Reading)**

Finance Director Chip Corder presented an ordinance authorizing the City Manager to execute the documents to acquire a pumper fire truck from Pierce Manufacturing. Fire Chief Steve Heitman explained that the current truck will be auctioned off and the proceeds will go back into the fire apparatus replacement fund.

It was moved by Bassett; seconded by Wong to:

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

Passed 7-0.

FOR: 7 (Acker, Bassett, Bertlin, Nice, Weiker, Wisenteiner, Wong)

It was moved by Bassett; seconded by Weiker to:

**Adopt Ordinance No. 18-02, which authorizes the purchase and lease financing of one Enforcer Pumper fire truck.**

Passed 7-0.

FOR: 7 (Acker, Bassett, Bertlin, Nice, Weiker, Wisenteiner, Wong)

**AB 5410: Adoption of 2018-2019 City Council Goals and Work Plan**

City Manager Underwood reviewed the revised 2018-2019 City Council Goals and Work Plan to the Council for adoption.

The Council made the following amendments:

- Ensure that the language “identify strategies designed to attract, retain, and sustain the business community” is included in Goal 7
- Change the title of Goal 3 to “Deepen the City’s Commitment to Sustainability and Livability”
- Remove Goal 6, 1(f) Fireworks Ordinance amendments

It was moved by Nice; seconded by Wong to:

**Adopt the 2018-2019 City Council Goals and Work Plan as amended.**

It was moved by Wong; seconded by Acker to:

**Amend the main motion to add:**

**Goal 7. Create Policies that Support an Accessible and Healthy Business Ecosystem on Mercer Island**

***In order to make the City a more sustainable and livable community, it is essential that it has thriving businesses that meet the needs of Island residents.***

**Action Items:**

1. **Support local businesses by working closely with the Mercer Island Chamber of Commerce to evaluate and address parking in the Town Center.**
2. **Review the permitting process for commercial development/tenant improvements to ensure that best practices are used.**
3. **Develop a strategic planning process with the Mercer Island Chamber of Commerce and community to identify possible actions to improve the business environment, including,**

- but not limited to, exploring the applicability of an Economic Gardening program and National Main Street program relative to Mercer Island.
4. Hold regular sessions with Mercer Island Chamber of Commerce to discuss potential actions that generation opportunities for business growth and expansion.
  5. Conduct periodic business environment surveys to identify current conditions and actions.

It was moved by Bassett; seconded by Bertlin to:

**Amend the previous motion to:**

**Strike 3-5 above and add a new #3 that reads "Staff to meet with Chamber and businesses with intent to bring a proposed plan to the Mini-Planning Session."**

Failed 1-7.

FOR: 1 (Bassett)

AGAINST: 6 (Acker, Bertlin, Nice, Weiker, Wisenteiner, Wong)

It was moved by Wong; seconded by Acker to:

**Amend the previous motion to:**

- **Amend #3 to read: "Develop a strategic planning process with the Mercer Island Chamber of Commerce and community to identify possible actions to improve the business environment."**
- **Delete #4 and #5.**

Passed 6-1.

FOR: 6 (Acker, Bassett, Bertlin, Nice, Weiker, Wong)

AGAINST: 1 (Wisenteiner)

It was moved by Wisenteiner; seconded by Weiker to:

**Amend the previous motion to:**

**Include additional action steps of:**

4. **Reevaluate investment in the Chamber of Commerce.**
5. **Create an economic development plan.**

Passed 1-7.

FOR: 1 (Wisenteiner)

AGAINST: 2 (Acker, Bassett, Bertlin, Nice, Weiker, Wong)

Motion to Amend Passed 7-0.

FOR: 7 (Acker, Bassett, Bertlin, Nice, Weiker, Wisenteiner, Wong)

Main Motion as Amended Passed 7-0.

FOR: 7 (Acker, Bassett, Bertlin, Nice, Weiker, Wisenteiner, Wong)

## **OTHER BUSINESS**

### **Councilmember Absences**

Councilmembers Acker and Weiker will be absent June 26.

### **Planning Schedule**

City Manager Underwood added an Executive Sessions to the April 17 and May 1 agendas.

### **Board Appointments**

There were no appointments.

### **Councilmember Reports**

Councilmember Bassett spoke about the upcoming Go Green conference, letters from high school students for civics class, and SCA dinner.

**ADJOURNMENT**

The Regular Meeting was adjourned at 9:15 pm.

Attest:

\_\_\_\_\_  
Debbie Bertlin, Mayor

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



# CITY COUNCIL MINUTES REGULAR MEETING NOVEMBER 20, 2018

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## CALL TO ORDER & ROLL CALL

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

Mayor Debbie Bertlin, Deputy Mayor Salim Nice, and Councilmembers Bruce Bassett, Wendy Weiker (6:39 pm), David Wisenteiner, and Benson Wong were present.

## AGENDA APPROVAL

It was moved by Wong; seconded by Wisenteiner to:

**Approve the agenda as presented.**

Passed 5-0

FOR: 5 (Bertlin, Nice, Bassett, Wisenteiner, and Wong)

ABSENT: 1 (Weiker)

VACANT: 1 (Position 4)

## EXECUTIVE SESSION

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

At 6:01 pm, Mayor Bertlin convened the Executive Session to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) for 60 minutes.

At 7:04 pm, Mayor Bertlin adjourned the Executive Session.

## CITY MANAGER REPORT

City Manager Julie Underwood reported on the following items:

- Mercer Island's Neighbors In Motion arranged for the City to collect 6 free bike racks to repurpose around the Island.
- A member of the Parks staff remodeled the play area at the Community Center.
- Volunteer for a city related program like Neighborhood Watch, Thrift Shop, Meals on Wheels, and more.
- Council vacancy deadline is tomorrow -applications must be received by 5:00pm, November 21.
- City facilities closed for Thanksgiving – Thursday and Friday, November 22–23.
- Community Dance – Saturday, November 24, 7 – 11pm.
- Reception Honoring Rep. Judy Clibborn – Monday, November 26, 5:30-6:30pm.
- Ribbon Cutting Ceremony celebrating successful completion of the SE 40th Street Corridor Project – December 6, at 10am.
- Tree Lighting & Firehouse Munch – Friday, December 7 at 6:30pm.
- Parents Night Out Holiday Party with Santa – Saturday, December 8, 5-10pm.

## APPEARANCES

The following owner and residents for/of 7800 Plaza condominiums spoke against changing the Comprehensive Plan, rezoning Parcel 12, and the Tully's project:

- Julie Green, 7800 Plaza
- Gabe Goldberg, 7800 Plaza, supports MICA, parking, but opposed public park

- Willie Mullins, 7800 Plaza
- Jim Schwab, 7800 SE 27th Street, owner

The following people spoke in opposition to the proposed Comp Plan Amendments:

- Mark Hall, 6018 E. Mercer Way, specifically with regards to the proposed "private facilities zone."
- Matt Goldbach, 9580 SE 40th Street, specifically with regards to Amendments 8 and 15.
- Peter Struck, 9130 SE 54th Street, spoke in opposition to Amendments 8 and 15.
- Cheryl D'Ambrosio, 3712 East Mercer Way, specifically with regards to zoning at JCC.
- Mark Coen, 73rd Ave SE, he believes the proposed Comp Plan Amendments violate the Growth Management Act.
- Ryan Rahlfs, 970 SE 40th, specifically with regards to Amendment 8 and encouraged Council to delay a vote on the Comp Plan.

The following people spoke in favor of retaining funding for school counselors:

- Erin & Elliot Vivion, 2278 72nd Ave SE
- Bharat Shyam, 8405 SE 34th Place, he also thanked Council for the work on the Aubrey Davis Park and the MICA project.
- Olivia Stovall, MISD student
- Noah Bernside, MISD student
- Kelly Goodejohn, 4224 94th Ave SE
- Heather Cartwright, 8204 SE 62nd Street
- Sarah Smith, Mercer Island
- Nancy S. 8320 SE 34th Street
- Gwen Loosmore, 6125 79th Ave SE
- Kathy Muffet McDonald, Mercer Island
- Dina Holan, 6121 85th Place SE
- Ralph Jorgenson, Mercer Island
- Diane Barrett Tien, 6110 86th Ave SE

Alec Sidles, Attorney for Bricklin Newman, representing 7800 Plaza and Concerned Neighbors for the Preservation of the Community spoke in opposition to the Comprehensive Plan amendments.

Amy Lavin, 7835 SE 22nd Place, spoke in support of the Comprehensive Plan amendments and its positive impacts on the JCC.

Gary Robinson, 6026 Mercer Way, encouraged Council and the City Manager to focus on bringing people together on the Island. He indicated that the Levy Lid Lift was not about the community, but rather about the Council and the City Manager.

Nicole Kelly, 9821 SE 40th Street, spoke in opposition to Amendment 8 and the adoption of the Comprehensive Plan. She also spoke in support of school counselors and encouraged Council to consider their vote.

Ira Appleman, Mercer Island, reported that Proposition 1 was the first levy lost in 20 years. He went on to outline levy statistics and survey data and encouraged Council to find efficiencies.

Eric Thuau, Head of the French American School, was impressed by the community engagement and applauded the Planning Commission for recommending Amendment 8.

Laura Mousseau, Board Chair at the French American School, urged Council to support Amendment 8.

There being no additional public comments, Mayor Bertlin closed Appearances.

## **CONSENT CALENDAR**

Councilmember Wisenteiner asked to remove AB5501, Comprehensive Plan amendment from the Consent Calendar.

**Payables: \$594,684.53 (11/08/2018) & \$58,803.52 (11/15/2018)**

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

**Payroll: \$799,221.92 (11/09/2018)**

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

**Minutes: June 19, 2018 Regular Meeting and November 5, 2018 Special Meeting**

**Recommendation:** Adopt the June 19, 2018 Regular Meeting and November 5, 2018 Special Meeting minutes as written.

It was moved by Bassett; seconded by Weiker to:

**Approve the Consent Calendar, as amended, and the recommendations contained therein.**

Passed 6-0

FOR: 6 (Bassett, Bertlin, Nice, Weiker, Wisenteiner, and Wong)

VACANT: 1 (Position 4)

### **AB 5501: 2018 Comprehensive Plan Amendments (3<sup>rd</sup> Reading & Adoption)**

Councilmember Wisenteiner made a motion to remove Amendment 8 from the Comprehensive Plan. The motion failed for lack of a second.

It was moved by Bassett; seconded by Wong to:

**Adopt Ordinance No. 18-13 with Attachments A and B amending the Comprehensive Plan and Land Use Map.**

Passed 5-1

FOR: 5 (Bassett, Bertlin, Nice, Weiker, and Wong)

AGAINST: 1 (Wisenteiner)

VACANT: 1 (Position 4)

It was moved by Bassett; seconded by Wong to:

**Adopt Ordinance No. 18C-14 with Attachment A amending chapter 19.11 MICC and the Mercer Island Zoning Map.**

Passed 6-0

FOR: 6 (Bassett, Bertlin, Nice, Weiker, Wisenteiner and Wong)

VACANT: 1 (Position 4)

Mayor Bertlin recessed the meeting at 8:45 pm. The meeting resumed at 8:55 pm.

### **PUBLIC HEARING**

Finance Director/Assistant City Manager Chip Corder briefly introduced AB 5500, 2019-2020 Proposed Budget.

Mayor Bertlin opened the final public hearing for the 2019-2020 Proposed Budget at 8:49 pm.

Meg Lippert, 4052 94th Avenue SE, stated that she was inspired by what she had heard and spoke in support of funding the school counselors.

Tim O'Connell, Utility Board Chair, explained that the costs reflected in the proposed changes are costs that the City is incurring. He noted that the City's sewage is treated by King County and that the County is increasing its rates by 2.5%. The recommendation to increase the rates was a unanimous recommendation from the Utility Board.

Peter Struck, 9130 SE 54th Street, reminded Council of the number of residents that voted no on the levy and encouraged Council to reconsider the fiscal sustainability plan and minimize non-essential employees.

Mike Cero, Mercer Island, reiterated the number of residents that voted no on the levy and encouraged the Council to reduce budget expenditures by 2.5%. He also distributed a 2017 Salary Data report to Council for



consideration.

Jared Lundell, 7474 85<sup>th</sup> Place SE, explained that he voted yes on the Levy and supports YFS; however, he struggles to understand how the City comes out of this situation without making cuts to YFS.

Janelle Honeycut, 8636 SE 75<sup>th</sup> Place, encouraged the Council to maintain the YFS counselors.

Erin Gurney, 4550 E Mercer Way, spoke in support of retaining funding for school counselors.

Ira Appleman, Mercer Island, encouraged Council to focus more on tracking staff time and encouraged the Council to increase the City Attorney's budget.

Johan Valentin, 4346 E. Mercer Way, spoke in support of funding school counselors.

There being no additional public comments, Mayor Bertlin closed the public hearing at 9:19 pm.

### **AB 5500: 2019-2020 Proposed Budget: Finalize Changes and Approve 2019 Resolutions and Property Tax Ordinances**

City Attorney Kari Sand reported on the status of the Prevailing Wage Issue and the advisory meeting held on November 9<sup>th</sup>, explaining that to date, Labor and Industries had not responded to cities regarding the prevailing wage issue.

Parks and Recreation Director Jessi Bon noted that the City will budget for the increase.

Parks and Recreation Director Bon reported that the Luther Burbank Shoreline Improvements mistakenly showed Phase 3 (Swim Beach) as funded. The budget was corrected to include \$55,000 to address that expense.

Information Services Director Mike Kaser responded to questions regarding the Network Communications Infrastructure.

Finance Director Chip Corder reported on the updated REET forecast explaining that the 2018-2024 REET forecast incorporated October 2018 receipts. As a result of the updated REET forecast, he noted that projected fund balances were updated to include a 44/55 split between the Street Fund and Capital Improvement Fund.

Mayor Bertlin explained that in order to amend the budget, Council would follow the same motion procedures as with other matters before Council. The process was outlined as follows:

- Specify the proposed budget amendment by motion. Prior to Council discussion, the motion to amend the budget would require a second.
- Each motion to amend the budget must include a recommended funding source – or offsetting expenditure reduction (budget cut) - and information regarding the timeline for implementation (when within the biennium).
- In order for motions to pass, support from 4 Councilmembers (a majority of the whole Council) would be required.

It was moved by Wisenteiner; seconded by Nice to:

**Direct the City Manager to reduce deficit spending by an additional \$1.2M which would leave \$800K in deficit spending within the 2019-2020 biennium and that further reductions shall be based on Guiding Budget Reduction Principles which shall be developed, reviewed, and approved by the Council before the Second Quarter 2019 Financial Status Report and Budget Adjustments.**

Passed 5-1

FOR: 5 (Bassett, Bertlin, Nice, Wisenteiner, and Wong)

AGAINST: 1 (Weiker)

VACANT: 1 (Position #4)

Following the direction from Council on the 2019-2020 Biennium Budget, Mayor Bertlin provided the following guidance to Council and staff:

- The City is at the beginning of defining a “new normal” given the failure of Proposition 1.
- There can be nothing sacred in terms of cuts and measures considered by the Council because the projected deficits in 2021-2022 are significantly greater.
- The Council is committed to providing a path forward for future Councils and beginning the process of transitioning to new lower levels of service. This path will not excuse the current Council from making difficult decisions now.
- The City will use the Financial Sustainability Plan, which will be kicked off on December 18, 2018, to guide the Council and staff in making difficult decisions regarding service levels in 2019-2020.

It was moved by Wong; seconded by Weiker to:

**Raise the Utility Tax from 5.3% to 6.1% to fund school counselors for 2019-2020 biennium.**

Failed 4-2

AGAINST: 4 (Bassett, Bertlin, Nice, and Wisenteiner)

FOR: 2 (Wong, Weiker)

It was moved by Wong; seconded by Weiker to:

**Strike \$55,000 from 2020 Organizational Assessment**

FAILED 4-2

AGAINST: 4 (Bassett, Nice, Wisenteiner, Bertlin)

FOR: 2 (Wong, Weiker)

VACANT: 1 (Position #4)

**COUNCIL DIRECTION** – Council directed City Manager Underwood to meet with the Mercer Island School District Superintendent to discuss a return to an equitable (50-50) funding arrangement of school counselors.

It was moved by Weiker; seconded by Wong to:

**Use \$150 from contingency fund to support counselors.**

Failed 4-2

AGAINST: 4 (Bassett, Bertlin, Nice, Wisenteiner)

FOR: 2 (Wong, Weiker)

VACANT: 1 (Position #4)

There being no further service reductions that Council wished to consider, Mayor Bertlin recessed the meeting at 10:38 pm.

Mayor Bertlin reconvened the meeting at 11:00 pm and Finance Director Chip Corder introduced the Capital Improvement Program (CIP) Discussion.

It was moved by Bassett; seconded by Nice to:

**Adopt the Alternative Budget Proposal with 4% inflation only.**

Passed 6-0

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

Vacant: 1 (Position #4)

It was moved by Bassett; seconded by Wong to:

**Adopt the \$145,000 Network Communications Infrastructure budget as proposed by staff.**

It was moved by Nice; seconded by Wisenteiner to:

**Amend the motion to remove the \$21,000 for replacment of fiber between City Hall and Maintenance Building.**

Motion to Amend failed 4-2

AGAINST: 4 (Basset, Bertlin, Weiker, and Wong)

FOR: 2 (Nice, Wisenteiner)

VACANT: 1 (Position #4)

It was moved by Nice; seconded by Wisenteiner to:

**Remove \$99K for conduit design and \$10K for conduit across 77th Avenue overpass from the \$145K Network Communications Infrastructure budget.**

Motion to Amend failed 4-2  
AGAINST: 4 (Basset, Bertlin, Wong, and Weiker)  
FOR: 2 (Nice, Wisenteiner)  
VACANT: 1 (Position #4)

Main Motion Passed 4-2  
FOR: 4 (Bassett, Bertlin, Wong, and Weiker)  
AGAINST: 2 (Wisenteiner and Nice)  
VACANT: 1 (Position #4)

It was moved by Nice; seconded by Wong to:

**Reduce the General Fund contribution to the YFS Fund (Thrift Shop Project) by \$137,000 to support a police patrol officer position.**

Passed 6-0  
FOR: 6 (Bassett, Bertlin, Nice, Weiker, Wisenteiner, and Wong)  
VACANT: 1 (Position #4)

It was moved by Wisenteiner; seconded by Bassett to:

1. **Approve Resolution No. 1553, which approves NORCOM's 2019 budget allocation to the City of Mercer Island.**
2. **Approve Resolution No. 1549, which establishes classifications of water users and a schedule of charges for water usage, a schedule of rates for fire service, a schedule of special service charges, meter and service installation charges, and connection charges effective January 1, 2019 and thereafter.**
3. **Approve Resolution No. 1550, which establishes rates and connection charges for sewerage disposal services provided by the City of Mercer Island effective January 1, 2019 and thereafter.**
4. **Approve Resolution No. 1551, which establishes the bi-monthly service charge for storm and surface water services provided by the City of Mercer Island effective January 1, 2019 and thereafter.**
5. **Approve Resolution No. 1552, which establishes the bi-monthly utility fee for the emergency medical and ambulance services supplied by the City of Mercer Island effective January 1, 2019 and thereafter.**
6. **Approve Resolution No. 1555, which adjusts development and construction permit fees effective January 1, 2019 and thereafter.**
7. **Suspend the City Council Rules of Procedure 6.3, requiring a second reading for an ordinance.**
8. **Adopt Ordinance No. 18-16, which establishes the total amount of property taxes to be levied for the year 2019.**
9. **Adopt Ordinance No. 18-17, which identifies the dollar and percent increases of the total property tax levy for the year 2019 relative to the total property tax levy for the year 2018.**

PASSED 6-0  
FOR: 6 (Bassett, Bertlin, Nice, Weiker, Wisenteiner, and Wong)  
VACANT: 1 (Position #4)

## REGULAR BUSINESS

### AB 5502: 2019 Comprehensive Plan Amendment Final Docket

It was moved by Wong; seconded by Nice to:

**Approve Resolution No. 1554, establishing the 2019 Comprehensive Plan amendment final docket.**

Passed 6-0  
FOR: 6 (Bertlin, Nice, Bassett, Weiker, Wisenteiner, and Wong)  
VACANT: 1 (Position 4)

## OTHER BUSINESS

### Councilmember Absences

Councilmember Wisenteiner will be absent at the November 26, 2018 Special Meeting.

## Planning Schedule

City Manager Underwood reviewed items scheduled for the following Council meetings:

- **November 26 Special Meeting** - Reception for Representative Judy Clibborn, Legislative Priorities Discussion with 41<sup>st</sup> Delegation, and RFQ finalists regarding the commuter project
- **December 4 Regular Meeting** - Solid Waste Contract discussion
- **December 6 Special Meeting** - Council Position No. 4 Vacancy Interviews
- **December 11 Special Meeting** - Council Position No. 4 Vacancy Appointment
- **December 18 Regular Meeting** - City Manager Review, Councilmember Position No. 4 Swearing In, Fiscal Sustainability Plan, and Board and Commission Committee Recommendations, and 3<sup>rd</sup> Quarter 2018 Financial Status Report

## Board Appointments

Mayor Bertlin reported that the application process for Vacant Council Position No. 4 was scheduled to close on Wednesday, November 21 at 5 p.m.

## Councilmember Reports

Councilmember Weiker reported on King County Conservation District's strategic planning efforts.

## ADJOURNMENT

The regular Council Meeting adjourned at 11:51 pm.

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Debbie Bertlin, Mayor

Attest:

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Deborah A. Estrada, City Clerk



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

**AB 5503  
December 4, 2018  
Consent Calendar**

<b>INTERLOCAL AGREEMENT WITH NORCOM FOR IBASE CRIME ANALYSIS APPLICATION</b>	<b>Action:</b> Authorize the City Manager to sign the Interlocal Agreement with Northeast King County Regional Public Safety Communication Agency (NORCOM) for implementation of the IBASE crime analysis application.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	Police (Services Commander)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Interlocal Agreement with NORCOM
<b>2018-2019 CITY COUNCIL GOAL</b>	2. Maintain QofL/Essential Services
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	3,000
<b>AMOUNT BUDGETED</b>	\$	3,000
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

The North East King County Regional Public Safety Communications Agency (NORCOM) along with the cities of Bellevue, Kirkland, and Redmond seek to enter into an interlocal agreement (ILA) to purchase a software application (iBase). It has the capability to collect, analyze, retain, and disseminate sensitive intelligence information related to organized crime and terrorist activity. Such information could include critical infrastructure protections, special event security, and criminal activity with a nexus to Mercer Island and the region.

In addition to enhancing each agency's internal management of criminal intelligence information, the iBase application will be used to:

- Increase and facilitate access to local incident, warrant, and other information related to law enforcement;
- Enhance information sharing among local criminal justice agencies;
- Further the ability of member agencies to prevent and respond to organized criminal activity; and
- Minimize duplication and redundancy in law enforcement information.

**ADMINISTRATION**

NORCOM will manage the administrative tasks associated with the procurement, licensing, and annual maintenance of iBase for the participating agencies and will implement the database program on its servers. Each partner agency will receive training and will have access to crime analysis personnel from participating

agencies. Mercer Island's ability to access large amounts of data and utilize it during complex investigations is key and something that Mercer Island could not implement alone.

### **FINANCIAL IMPACT**

The total cost for the software, license, and training is \$40,405.30 (see Exhibit C to the ILA). Of that amount, Mercer Island's estimated agency allocation is \$3,000, which will be funded out of the Police Department's current budget. It is anticipated that NORCOM will assess an ongoing, annual maintenance cost for the iBase software program in equal shares to the participating partner agencies. It is further anticipated that these costs will be funded out of the Police Department's 2019-2020 operating budget and will not require an additional appropriation. For 2019, each partner agency's maintenance cost contribution is estimated to be \$1,420.27.

### **RECOMMENDATION**

*Commander Jeff Magnan*

MOVE TO: Authorize City Manager to sign the Interlocal Agreement with Northeast King County Regional Public Safety Communication Agency (NORCOM) for implementation of crime analysis application known as IBASE.

## INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF IBASE APPLICATION

THIS INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF IBASE APPLICATION ("Agreement") is entered into by and among the CITY OF BELLEVUE ("Bellevue"), the CITY OF MERCER ISLAND ("Mercer Island"), the CITY OF KIRKLAND ("Kirkland"), the CITY OF REDMOND ("Redmond") and the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY ("NORCOM", and together, the "Parties"). The cities of Bellevue, Mercer Island, Kirkland and Redmond are collectively referred to herein as "Participating Agencies."

WHEREAS, the Parties are authorized under chapter 39.34 RCW to exercise their powers jointly to maximize their ability to provide services to the community;

WHEREAS, the joint exercise of a regional criminal justice record and information system that has the capability to collect, analyze, retain and disseminate law enforcement information enhances the regional ability to prevent and respond to organized criminal activity;

WHEREAS, NORCOM has agreed to manage the administrative tasks associated with the procurement, licensing and annual maintenance of the International Business Machines Corporation ("IBM") Company of Design's iBase application for the Participating Agencies;

WHEREAS, NORCOM has agreed to provide technical support, data storage and hosting of the iBase application and provide connectivity to the application for the Participating Agencies as provided herein; and

WHEREAS, the Participating Agencies desire to jointly utilize the iBase application to enhance their law enforcement capabilities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties do agree as follows:

**Section 1. Purpose.** The Parties enter into this Agreement in order to implement the use of the iBase application to:

- Increase and facilitate access to local incident, warrant, and other information related to law enforcement;
- Enhance information sharing among local criminal justice agencies;
- Further the ability of member agencies to prevent and respond to organized criminal activity; and
- Minimize duplication and redundancy in law enforcement information.

**Section 2. Administration.** No joint venture, separate administrative or governmental entity, or partnership is formed or created to administer the provisions of this Agreement. This Agreement will be jointly administered by the Party representatives identified in Section 9 below.

**Section 3. Duties of NORCOM.** NORCOM agrees to manage the administrative tasks associated with the procurement, licensing, and annual maintenance of iBase for the Participating Agencies. NORCOM further agrees to provide technical support, data storage and hosting of the iBase application and provide connectivity to the application for the Participating Agencies to securely utilize the application in the fully CJIS compliant NORCOM secure 24-hour environment. NORCOM shall provide on an annual basis, or as requested, the costs of associated software licenses, maintenance, and ongoing use as identified in Exhibit A and allocable to Participating Agencies. Allocable costs under this Agreement are defined as those costs of the procurement of licenses, training, maintenance or technical support charged by IBM or any non-party vendor of iBase programs or services.

**Section 4. Duties of Participating Agencies.**

- a. Each Participating Agency agrees to pay, or cause to be paid, its share of allocable costs at the time of the annual maintenance period billing cycle as defined in Exhibit A.
- b. Each Participating Agency shall bear its own costs in maintaining and, if necessary, modifying its own information technology systems so that they are compatible and can securely access the iBase application.
- c. Each Participating Agency has the sole responsibility and accountability for ensuring that its use of the iBase application, including, but not limited to, its designation of authorized personnel to access the iBase application, sharing and use of information via the iBase application, complies with applicable law.

**Section 5. Termination of Participation in Agreement.** Any Party may terminate its participation in this Agreement by providing at least 180 days written notice to NORCOM. Any terminating agency must before the effective date of termination purge and remove their data from the iBase application in accordance with applicable law. See Exhibit A for cost allocation related to termination.

**Section 6. Security.** In addition to the responsibilities of the Parties outlined in Sections 3 and 4 of this Agreement, the Parties shall comply with the following security requirements:

- a. Access to iBase shall be limited to designated authorized personnel of the Parties.
- b. Each Participating Agency retains sole ownership, exclusive control and responsibility for the data it enters into the iBase application and shall be responsible for compliance with laws and regulations applicable to the information it enters in the application including, without limitation, with laws and/or policies that regulate intelligence information as defined at 28 CFR Part 23. Each Participating Agency may share data that originates from its agency in accordance with the law but is precluded from sharing any data not explicitly owned by their agency, regardless of whether that data is stored for mutual use in the iBase application.



- c. Each Party shall ensure the physical security of its systems, servers, workstations, mobile data computers, and networking equipment, and be responsible for providing appropriate management controls and education concerning security and usage policies.
- d. Each Party shall timely notify the individuals identified in this Agreement of any data breach in accordance with law.

**Section 7. Indemnity.** Each Party shall protect, defend, indemnify and save harmless the other Parties, their successors and assigns together with their officers, directors, employees, and agents only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by such Party of any obligation contained in this Agreement, including its addenda, to be observed or performed by such Party, or any wrongful act or negligence of such Party or its agents or employees which relates to this Agreement, including its addenda, howsoever arising. For this purpose, the Parties, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 of the Revised Code of Washington.

**Section 8. Insurance Coverage.** The Parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the Participating Agencies signing this Agreement, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual Participating Agency from its obligation under this Agreement.

**Section 9. Duration.** This Agreement shall take effect on February 1, 2019 (the "Effective Date") and shall remain in effect for five years from the Effective Date unless terminated as provided herein.

**Section 10. Notice.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

NORCOM: Thomas R. Orr, Executive Director  
450 110th Ave. NE,  
Bellevue, WA 98004

BELLEVUE: John McCracken, Major  
Bellevue Police Department  
450 110th Ave. NE,  
Bellevue, WA 98004

MERCER ISLAND: Jeff Magnan, Commander  
Mercer Island Police Department  
9611 SE 36th Street  
Mercer Island, WA 98040-0897

KIRKLAND: Mike Ursino, Captain  
Kirkland Police Department  
11750 NE 118th St.  
Kirkland, WA 98034-7114

REDMOND: Tim Gately, Lieutenant  
m/s PSPDI  
8701 160 AVE NE  
Redmond, WA 98052

In the event such representatives are changed, the Party making the change shall notify in writing the other Parties.

**Section 11. Miscellaneous.**

(a) *Equal Opportunity.* No Party to this Agreement shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.) in connection with this Agreement.

(b) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises under the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

(c) *Attorney's Fees.* In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

(d) *Non-Waiver of Breach.* The failure of any Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

(e) *Severability.* If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

(f) *Compliance with all Laws.* The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

(g) *Entire Agreement.* This Agreement contains the entire understanding between the Parties regarding the subject matter hereof and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

(h) *Assignment.* The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the Parties.

(i) *Continuation of Performance.* In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if a Participating Agency fails to pay for the services billed by NORCOM under this Agreement, NORCOM can cease providing such services to that Participating Agency until payment is made.

(j) *Public Records.* Except as required by law or court order, the Parties shall not release information obtained from iBase to the public. Public Disclosure Requests and Court Orders for iBase information received by any of the Parties shall be forwarded promptly to the originating agency. If the originating agency determines, within the reasonable period of time established by the receiving agency, that the iBase information should not be released or is exempt or otherwise protected from disclosure and the receiving agency disagrees, the receiving agency shall give the originating agency a reasonable period of time, consistent with any statutory requirements related to disclosure or production laws, to obtain a court order preventing the disclosure/release of the iBase information prior to releasing the information.

**Section 12. Execution.** This Agreement shall be executed by the Parties hereto by their duly authorized representative. The Parties hereto represent and warrant that they are authorized to enter into this Agreement in its entirety, and duly bind their respective entity by their signatures below. This Agreement may be executed in one or more counterparts. This Agreement shall be dated as of February 1, 2019.

CITY OF BELLEVUE	CITY OF KIRKLAND
<hr/> Brad Miyake City Manager 450 110 <sup>th</sup> Ave NE Bellevue, WA 98004	<hr/> Kurt Triplett City Manager 123 Fifth Avenue Kirkland, WA 98033

<p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Cindy Lin Assistant City Attorney</p>	<p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kevin Raymond City Attorney</p>
<p><b>CITY OF MERCER ISLAND</b></p> <p>_____</p> <p>Julie Thuy Underwood City Manager 9611 SE 36<sup>th</sup> St Mercer Island, WA 98040</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kari Sand City Attorney</p>	<p><b>CITY OF REDMOND</b></p> <p>_____</p> <p>John Marchione Mayor 15670 NE 85<sup>th</sup> St Redmond, WA 98073</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>James Haney City Attorney</p>
<p><b>NORCOM</b></p> <p>_____</p> <p>Thomas Orr Executive Director 450 110th Ave NE, 7th Floor Bellevue, WA 98004</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Agency Attorney</p>	

## EXHIBIT A

### COST ALLOCATION

Allocable costs under this Agreement are defined as those costs of the procurement of licenses, training, maintenance or technical support charged by IBM or any non-party vendor of iBase programs or services.

#### Billing for Implementation/Licensure

The cost of the purchase of the initial iBase user subscription (12 months) and four (4) concurrent licenses for use by the Participating Agencies during the term of this initial subscription will be allocated as set forth in Exhibits B and C below.

In each subsequent year, each Participating Agency shall pay an equal share of the annual licensing fees based on the total number of concurrent licenses shared.

In the event an additional agency wishes to participate, the joining agency is solely responsible for the cost of any additional licenses necessary for the joining agency's use during its initial 12 months of membership.

#### Billing for Training, Maintenance, Technical Support

Each Participating Agency shall pay an equal share of the total training costs, which may include the cost of initial training on the iBase application as well as periodic training as needed. Provided, however, that a Participating Agency may request additional training specific to their agency at its own expense.

NORCOM will bill each Participating Agency for an equal share of the combined total annual maintenance, training and technical support costs billed. The cost of the initial training for the iBase application, as well as anticipated 2019 maintenance costs, which will be billed equally to the Participating Agencies, is reflected in Exhibits B and C below.

Any additional joining agency will pay a pro-rated amount of the annual maintenance, training and technical support costs for the remainder of the billing period, and an equal amount of those funds shall be reimbursed to each Participating Agency.

#### Termination

In the event a Participating Agency withdraws from the Agreement, the remaining Participating Agencies will each pay an equal proportionate share of the allocable costs previously attributed to the withdrawing agency from the effective date of withdrawal.

**EXHIBIT B**  
**INITIAL COSTS**



**QUOTE**

**Blue Light, LLC**

1876 Bureau Drive  
Fayetteville, NC 28312  
FEIN: 81-1518645

**DATE:** May 25, 2018

**Bill To:**

**Bellevue Police Administration**  
**Attn: Shawna Gibson**  
**450 110TH AVE NE**  
**Bellevue, WA 98004**  
**Phone: (425) 452-5261**  
**Email: Sgibson@bellevuewa.gov**

**Terms: Net 30**

DESCRIPTION			AMOUNT	
	<u>Qty</u>	<u>Price</u>		
IBM i2 iBase Designer Concurrent User 12 Months Subscription & Support Part # D0PR4LL	1	\$10,455.00	\$	10,455.00
IBM i2 iBase User Concurrent User 12 Months Subscription & Support Part # D0PR2LL	4	\$3,842.00	\$	15,368.00
Blue Light iBase Designer and User onsite class – 5-days (up to 10 students) plus instructor Travel & Expenses (actual)			\$	12,000.00
Expiration Date: June 29, 2018				
Site ID: 3442501				
<b>TOTAL</b>			\$	37,823.00

**POC for Invoice Information:**

[Blue Light @ 919-436-4170](tel:9194364170)  
[Sales@bluelightllc.com](mailto:Sales@bluelightllc.com)

**THANK YOU FOR YOUR BUSINESS**

**EXHIBIT C**

**COST ALLOCATION 2018-2019**

<b>Agency</b>	<b>Software/ Licenses</b>	<b>Maintenance</b>	<b>Training</b>	<b>Tax</b>	<b>Total</b>
Bellevue Police Foundation	\$ 25,823.00	Included		\$ 2,582.30	\$ 40,405.30
<b>Initial Training Fees</b>			\$ 12,000.00		
<b>Estimated Agency Allocation</b>					
Bellevue	\$ -	Included	\$ 3,000.00		
Kirkland	\$ -	Included	\$ 3,000.00		
Mercer Island	\$ -	Included	\$ 3,000.00		
Redmond	\$ -	Included	\$ 3,000.00		

**ESTIMATED IBASE COST ALLOCATION 2019**

<b>Agency</b>	<b>Software</b>	<b>Maintenance</b>	<b>Training</b>
2019 Annual Subscription	\$ -	\$ 5,681.06	\$ -
<b>Estimated Agency Allocation</b>			
Bellevue	\$ -	\$ 1,420.27	\$ -
Kirkland	\$ -	\$ 1,420.27	\$ -
Mercer Island	\$ -	\$ 1,420.27	\$ -
Redmond	\$ -	\$ 1,420.27	\$ -



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5511
December 4, 2018
Consent Calendar

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH TWENTY FOUR ELEVEN, LLC TO DEVELOP LONG-TERM TRANSIT COMMUTER PARKING IN THE TOWN CENTER

Action: Authorize the City Manager to execute the proposed First Amendment to the Purchase and Sale Agreement ("PSA") with Twenty Four Eleven, LLC to extend the due diligence period to allow adequate time to negotiate a Development Agreement.

- Discussion Only
Action Needed:
Motion
Ordinance
Resolution

Table with 2 columns: Category and Value. Rows include DEPARTMENT OF (City Manager), COUNCIL LIAISON (n/a), EXHIBITS (1. First Amendment to PSA), 2018-2019 CITY COUNCIL GOAL (1. Prepare for Light Rail/Improve Mobility), and APPROVED BY CITY MANAGER.

Table with 3 columns: Category, Amount, and Unit. Rows include AMOUNT OF EXPENDITURE, AMOUNT BUDGETED, and APPROPRIATION REQUIRED, all with values of \$ n/a.

SUMMARY

BACKGROUND

During the May 15 (AB 5417) and June 5 (AB 5433) regular meetings of the Mercer Island City Council, the Council reviewed, discussed and authorized the surplus and sale of a portion of the City-owned Parcel 7 site that is contiguous with the adjoining site already owned by Twenty Four Eleven, LLC...

EXTENSION OF DUE DILIGENCE PERIOD REQUESTED BY BUYER (TWENTY FOUR ELEVEN, LLC)

The PSA contemplates a six-month due diligence period following its effective date (June 13, 2018), which is set to expire on December 10, 2018. Twenty Four Eleven, LLC has requested an extension through February 28, 2019, to allow adequate time to negotiate a Development Agreement pursuant to RCW 36.70B.170 through RCW 36.70B.210 consistent with the City's goals for the combined site and the Town Center development code.



## RECOMMENDATION

*City Manager*

MOVE TO: Authorize the City Manager to execute the First Amendment to the Purchase and Sale Agreement, in substantially the form attached as Exhibit 1 hereto, between the City of Mercer Island and Twenty Four Eleven, LLC to extend the due diligence period to allow more time to negotiate a Development Agreement.

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is dated as of \_\_\_\_\_, 2018 (the "Effective Date") by and between the CITY OF MERCER ISLAND, a Washington municipal corporation ("Seller"), and TWENTY-FOUR ELEVEN, LIMITED LIABILITY COMPANY, a Washington limited liability company ("Buyer") (hereinafter individually a "Party" or collectively the "Parties"). This Amendment is made with reference to the following recitals:

### RECITALS

A. The Parties entered that certain Purchase and Sale Agreement, dated June 13, 2018 (the "PSA"), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, certain real property more particularly described in the PSA.

B. The Parties require additional time to develop terms associated with a future Development Agreement (related to the future and proposed redevelopment of the real property being purchased by the Buyer) that will not be finished prior to the expiration of the existing due diligence period.

### AMENDMENT

**NOW, THEREFORE**, in consideration of the foregoing promises, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used, but not defined, herein shall have the meanings given to them in the PSA.

Section 2. Date Extensions. The Parties agree that the following date shall be extended to the new date provided below:

(a) Due Diligence Period. The Due Diligence Period as defined in Section 5.1.1 of the PSA shall end on February 28, 2019.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts and by facsimile or electronic (pdf) transmission, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 4. Remaining Provisions. Except as expressly set forth herein, the PSA remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year last written by the signatures below.

**BUYER:**

TWENTY-FOUR ELEVEN, LIMITED  
LIABILITY COMPANY, a Washington limited  
liability company

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

Name: Leon Cohen  
Its: Managing Member

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

**SELLER:**

CITY OF MERCER ISLAND, a  
Washington municipal corporation

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

Name: Julie Thuy Underwood  
Title: City Manager

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



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5512
December 4, 2018
Consent Calendar

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH PARKWAY MANAGEMENT GROUP TO DEVELOP LONG-TERM TRANSIT COMMUTER PARKING IN THE TOWN CENTER

Action: Authorize the City Manager to execute the proposed First Amendment to the Purchase and Sale Agreement ("PSA") with Parkway Management Group et al. to extend the due diligence period until a further extension can be negotiated.

- Discussion Only
Action Needed:
Motion
Ordinance
Resolution

Table with 2 columns: Category and Value. Rows include DEPARTMENT OF (City Manager), COUNCIL LIAISON (n/a), EXHIBITS (1. First Amendment to PSA), 2018-2019 CITY COUNCIL GOAL (1. Prepare for Light Rail/Improve Mobility), and APPROVED BY CITY MANAGER.

Table with 3 columns: Category, Amount, and Unit. Rows include AMOUNT OF EXPENDITURE, AMOUNT BUDGETED, and APPROPRIATION REQUIRED, all with values of \$ n/a.

SUMMARY

BACKGROUND

During the May 15 (AB 5418) and June 5 (AB 5434) regular meetings of the Mercer Island City Council, Council reviewed, discussed and authorized the Purchase and Sale Agreement ("PSA") with Parkway Management Group et al. (collectively, "Parkway") to acquire the former Tully's property, located at 7810 SE 27th Street, and combine it with a portion of adjacent land the City already owned at Sunset Highway, known as Parcel 12. The PSA serves as the transaction document necessary for the City to purchase the Tully's property and combine it with adjacent City-owned land known as Parcel 12/Sunset Highway to develop long-term, transit commuter parking for Mercer Island use near the future East Link light rail station anticipated to open in 2023. Following Council authorization, the City Manager and Parkway representatives executed the PSA, and it became effective on June 7, 2018.

EXTENSION OF DUE DILIGENCE PERIOD REQUESTED BY BUYER (CITY)

The PSA contemplates a six-month due diligence period following its effective date, which is set to expire on December 5, 2018. During the due diligence period, the City's environmental consultants have been conducting a Phase 2 environmental site investigation to determine the vertical and horizontal extent of the contamination, and City staff and outside legal counsel have been engaging in negotiations with the prior owner/operator known to have contaminated the site, BP/ARCO, in efforts to obtain recovery of site remediation costs. The site investigation and negotiations are taking longer than anticipated, and the City

and Parkway have agreed to a short extension through December 18, 2018 until a further extension can be negotiated with the Parkway principals, one of which is currently traveling abroad and unavailable.

## **RECOMMENDATION**

*City Manager*

MOVE TO: Authorize the City Manager to execute the First Amendment to the Purchase and Sale Agreement, in substantially the form attached as Exhibit 1 hereto, between the City of Mercer Island and Parkway Management Group et al. to extend the due diligence period until December 18, 2018.

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (“Amendment”) is made and entered into as of \_\_\_\_\_, 2018, by and between **CITY OF MERCER ISLAND, a Washington municipal corporation** (“Buyer”) and **Buty Limited Partnership, a Washington limited partnership; Jean Mitchell Burton Testamentary Trust; Martin M. Burton Irrevocable Trust, dated April 16, 1987; Shelley Lynn Burton, as her separate estate; Shelley Lynn Burton Trust; and Melissa Mary Burton Trust, the foregoing as Tenants in Common as to 100% ownership of the Property (as defined below)**, (collectively, “Seller”) (referred to together as the “Parties”), with respect to that certain Purchase and Sale Agreement dated June 7, 2018 between Buyer and Seller, with an Effective Date of June 7, 2018 (the “PSA”) regarding the sale of property commonly known as the “Tully’s site” and located at 7810 SE 27<sup>th</sup> Street, Mercer Island, Washington 98040 (the “Property”). Capitalized terms not expressly defined herein shall have the meaning ascribed to them in the PSA.

The Parties agree as follows:

The Due Diligence Period, defined under Section 4.1.1(a) of the PSA, shall be extended to 11:59 PM on December 18, 2018.

All other terms and conditions of the PSA remain unchanged.

**BUYER:**

**CITY OF MERCER ISLAND, a  
municipal corporation**

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

Name: Julie Thuy Underwood

Its: City Manager

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

//

//

**SELLERS:**

**BUTY LIMITED PARTNERSHIP, a  
Washington limited partnership**

By: \_\_\_\_\_  
Printed Name: Frank M. Buty  
Title: General Partner

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

**BUTY LIMITED PARTNERSHIP, a  
Washington limited partnership**

By: \_\_\_\_\_  
Printed Name: Steve Buty  
Title: General Partner

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

**BUTY LIMITED PARTNERSHIP, a  
Washington limited partnership**

By: \_\_\_\_\_  
Printed Name: Kim Buty  
Title: General Partner

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

**SHELLEY LYNN BURTON TRUST**

By: \_\_\_\_\_  
Printed Name: Shelley L. Burton  
Title: Trustee

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

**JEAN MITCHELL BURTON  
TESTAMENTARY TRUST**

By: \_\_\_\_\_  
Printed Name: Shelley Burton  
Title: Successor Trustee

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

**MARTIN M. BURTON IRREVOCABLE  
TRUST, dated April 16, 1987**

By: \_\_\_\_\_  
Printed Name: Shelley L. Burton  
Title: Trustee

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

**SHELLEY LYNN BURTON, as her  
separate estate**

By: \_\_\_\_\_  
Printed Name: Shelley L. Burton

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

**MELISSA MARY BURTON TRUST**

By: \_\_\_\_\_  
Printed Name: Kristina C. Udall  
Title: Trustee

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



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

**AB 5472  
December 4, 2018  
Regular Business**

<b>CODE AMENDMENT TO UPDATE SCHOOL IMPACT FEES (1<sup>ST</sup> READING AND ADOPTION)</b>	<b>Action:</b> Conduct first reading of Ordinance No. 18C-10 amending MICC 19.17.070(A) to change the amount of School Impact Fees collected, waive second reading, and adopt Ordinance No. 18C-10	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
--	---	--

<b>DEPARTMENT OF</b>	City Attorney (Bio Park)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	<ol style="list-style-type: none"> <li>Ordinance No. 18C-10</li> <li>Mercer Island School District No. 400 Six-Year Capital Facilities Plan 2018-2023</li> </ol>
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

School impact fees are imposed on certain residential developments pursuant to chapter 19.17 MICC. The impact fees are collected by the City on behalf of the Mercer Island School District (District), and the amount of the impact fees is calculated and determined annually by the District in its Six-Year Capital Facilities Plan (or an update thereto). Since they were first imposed in 2015, the City has collected \$693,682 (through 09/30/18 and not including deferred payments) in school impact fees for the District.

In its most recently adopted Six-Year Capital Facilities Plan (see Exhibit 2), the District has recalculated the amount of the impact fees to be imposed and collected by the City. Currently, the impact fees are \$6,978.19 per Single Family Residence Unit, and \$3,343.00 per Multi-Family Unit. Under its most recent Six-Year Capital Facilities Plan, the District is requesting the City to amend and lower the impact fees as follows: \$4,035.47 per Single Family Residence Unit, and \$2,632.00 per Multi-Family Unit. The reason for the decrease in the fees, according to the District, is due to the projected stagnant enrollment growth at Islander Middle School. As a result, middle school growth costs were removed from fee calculations.

Finally, because Ordinance No. 18C-10 (see Exhibit 1) can be considered a “housekeeping ordinance,” it is requested that the second reading of the same be waived to allow for adoption after the first reading. Provisions in chapter 19.17 MICC already contemplate the possibility of changes to the amount of the impact fees based on the District’s Six-Year Capital Facilities Plan. And because impact fees are by law considered to be excise taxes, rather than development regulations, changes to the fees do not require a



Planning Commission recommendation before City Council adoption. The fees, in addition to being included in the City's permit and impact fee schedule, are codified in MICC 19.17.070(A) consistent with RCW 82.02.060(1).

## RECOMMENDATION

*Assistant City Attorney*

- MOVE TO:
1. Suspend City Council Rules of Procedure 6.3 requiring a second reading of an ordinance.
  2. Adopt Ordinance No.18C-10 amending Mercer Island City Code 19.17.070(A) to change the amount of School Impact Fees collected by the City for the Mercer Island School District.

Or, alternatively:

- MOVE TO: Set Ordinance No.18C-10 to December 18, 2018, for second reading and adoption.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 18C-10**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND AMENDING  
MICC 19.17.070(A) TO CHANGE THE AMOUNT OF SCHOOL IMPACT  
FEES COLLECTED BY THE CITY FOR THE MERCER ISLAND  
SCHOOL DISTRICT NO. 400, PROVIDING FOR SEVERABILITY, AND  
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, chapter 82.02 RCW authorizes the City of Mercer Island (City) to collect certain impact fees for public facilities that are addressed by a capital facilities plan element of a comprehensive plan adopted and revised pursuant to and in compliance with RCW 36.70A.070; and

WHEREAS, the City adopted Ordinance No. 15C-15, imposing School Impact Fees to be collected by the City for the Mercer Island School District No. 400 (District) on certain developments; and

WHEREAS, MICC 19.17.050 adopts by reference the capital facilities plan developed by the District, and approved by its board, as part of the capital facilities element of the City's Comprehensive Plan; and

WHEREAS, MICC 19.17.040 and .060 provides that calculation of the school impact fee to be collected by the City for the District shall be based on calculations in the District's Capital Facilities Plan that is submitted to the City; and

WHEREAS, the District has submitted to the City its Capital Facilities Plan for 2018-2023, which establishes a revised fee schedule for single family residence in the amount of \$4,035.47 and for multiple family residence in the amount of \$2,632.00 per unit;

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

**Section 1.**     **Revised.** MICC 19.17.070(A) shall be revised to read as follows:

**19.17.070 Assessment and collection of impact fees.**

- A. The city shall collect impact fees, based on the city's permit and impact fee schedule, from any applicant seeking a residential building permit from the city. The impact fee section of the city's permit and impact fee schedule shall provide that based on calculations in the District's capital facilities plan, the impact fee shall be ~~\$6,978.19~~ \$4,035.47 per single family residence and ~~\$3,343.00~~ \$2,632.00 per unit for multiple family residences.

**Section 2.**     **Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality does not affect the validity of any other section, sentence, clause or phrase of this ordinance.

**Section 3. Effective Date.** This ordinance shall take effect and be in force 5 days after its passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 4th day of December 2018, and signed in authentication of its passage.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Debbie Bertlin, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Kari L. Sand, City Attorney

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

Date of Publication: \_\_\_\_\_

MERCER ISLAND SCHOOL DISTRICT NO. 400

**SIX-YEAR CAPITAL FACILITIES PLAN  
2018 – 2023**



Mercer Island School District No. 400 hereby provides to the City of Mercer Island this Capital Facilities Plan documenting the present and future school facility requirements of the District. The Plan contains all elements required by the State of Washington's Growth Management Act, including a six (6) year financing plan component.

Adopted on **August 23, 2018**



MERCER ISLAND SCHOOL DISTRICT NO. 400

2018-2023  
SIX-YEAR CAPITAL FACILITIES PLAN

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For information about this plan, call the District Business Services Office  
(206) 236-3295

**Mercer Island School District No. 400  
Mercer Island, Washington  
(206) 236-3330**

**Board of Directors**

	<u>Position Number</u>	<u>Term</u>
Tracy Drinkwater, President	3	12/2015 - 12/2019
Ralph Jorgenson, Vice-President	5	12/2015 - 12/2019
Deborah Lurie	4	12/2017 - 12/2021
David D'Souza	1	12/2015 - 12/2019
Brian Giannini Upton	2	12/2017 - 12/2021

**Central Office Administration**

Superintendent	Donna Colosky
Assistant Superintendent of Learning Services	Fred Rundle
Chief Financial and Operations Officer	Tyrell Bergstrom

**Mercer Island School District No. 400**  
**Mercer Island, Washington**

**Administration Building**

4160 86<sup>th</sup> Ave. SE  
Mercer Island, WA 98040  
(206)236-3300  
Donna Colosky,  
Superintendent

**Mercer Island High School**

9100 SE 42nd  
Mercer Island, WA 98040  
(206) 236-3350  
Vicki Puckett, Principal

**Lakeridge Elementary**

8215 SE 78th  
Mercer Island, WA 98040  
(206) 236-3415  
Heidi Jenkins, Principal

**Islander Middle School**

8225 SE 72nd  
Mercer Island, WA 98040  
(206) 236-3413  
Mary Jo Budzius, Co-Principal  
Aaron Miller, Co-Principal

**West Mercer Elementary**

4141 81<sup>st</sup> Ave  
Mercer Island, WA 98040  
(206) 236-3430  
Carol Best, Principal

**Island Park Elementary**

5437 Island Crest Way  
Mercer Island, WA 98040  
(206) 236-3410  
David Hoffman, Principal

**Northwood Elementary**

4030 86<sup>th</sup> Ave  
Mercer Island, WA 98040  
(206) 236-3330  
Aimee Batliner-Gillette, Principal



## Section 1 – Executive Summary

The Mercer Island School District and the City of Mercer Island share identical boundary lines. This Six-Year Capital Facilities Plan (the “Plan”) has been prepared by the Mercer Island School District (the “District”) as the organization’s primary facility planning document, in compliance with the requirements of the State of Washington's Growth Management Act. This plan was prepared using data available in spring of 2018 and is consistent with prior capital facilities plans adopted by the District. However, it is not intended to be the sole plan for all of the organization's needs.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinance, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See Appendix A for the current single family residence and multi-family residence calculations.

The District’s Plan establishes a "standard of service" in order to ascertain current and future capacity. This standard of service is reflective of current Student/Teacher Ratios (STR) that the District hopes to be able to maintain during the period reflected in this Capital Facilities Plan. With the implementation of the “McCleary” fix, House Bill 2242, state funding for K-3 class sizes have increased, leading to increased reliance on relocatable classrooms to meet class size (STR) compliance. Compliance is not required for the 2018-19 school year; compliance will return in 2019-20. This might necessitate further staffing and classroom space to reduce class size (STR) further. The District will continue to make budgetary decisions to attempt to protect class size (STR) through reductions in other programs and services when needed. Future state and other funding shortfalls could likewise impact future class sizes (STR).

It should also be noted that although the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines do not account for the local program needs in the District. The District has made adjustments to the standard of service based on the District's specific needs.

In general, the District's current standard provides the following (see Section 2 for additional information):

School Level	Target Class Size
Elementary	24 Students
Middle	26 Students
High	28 Students

School capacity is based on the District standard of service and use of existing inventory. Existing inventory includes both permanent and relocatable classrooms (i.e. portable classroom units). The District's current (2017-18) overall permanent capacity is 4,729 students (with an additional 182 student capacity available in portable classrooms). October enrollment for the 2017-18 school year was 4,458 students, and is projected to increase of 3.8%, to 4,628 by October of 2023. Washington State House Bill 2776, which was enacted in 2010, required all kindergarten classes in the State to convert to full day kindergarten by September 2017. Mercer Island School District implemented full day kindergarten in September 2016.

Approximately 25% of the student enrollment growth on the Island is the result of the King County Growth Management Act and policy choices for high density development in the Town Center. The City of Mercer Island is anticipating significant further development within the Town Center as a result of commitments under the Growth Management Act. The other 75% of growth comes from redevelopment of property (in many cases occurring where existing lots are subdivided and several new homes are constructed) and from a higher rate of homes being sold by seniors to a younger population that is just starting or might already have young families.

This sustained growth continues to create the need for additional classroom inventory. The district passed a bond issue in February 2014 for \$98.8 million dollars. The bond issue was designed to fund three targeted facility projects to address current overcrowding in Mercer Island Schools and to provide permanent capacity for the future growth of the student population over the next ten years. These bonds enabled the district to build a fourth elementary school (Northwood Elementary) and expand Islander Middle School with twelve classrooms for basic education and special education programs. In addition the bonds provided for the addition of ten classrooms at Mercer Island High School, in order to provide adequate space for basic education and special education programs; and allow for STEM (science, technology, engineering and math), with a focused delivery of instruction.

## Section 2 - Current District "Standard of Service"

Mercer Island School District has established a "standard of service" in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors (determined by the district), which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as the permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; thus, the permanent capacity of some of the buildings housing these programs has been reduced in order to account for those needs. The standard of service has been updated to incorporate class size reduction at the K-3 level as outlined in House Bill 2242, which was passed in June 2017 and will be effective in the 2019-20 school year.

### **Standard of Service for Elementary Students**

- Average target class size for grades K - 3: 17 students
- Average target class size for grades 4 - 5: 27 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 10 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- Resource rooms
- Computer rooms
- English Language Learners (ELL)
- Education for disadvantaged students (Title I)
- Gifted education (Hi-C)
- District remediation programs
- Learning assisted programs
- Severely behavior disordered
- Transition room
- Mild, moderate and severe disabilities
- Preschool programs
- Before and After School Day Care Programs

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, the need for teachers to have a work space during their planning periods, and due to the fact that the same number of sections or classes is required every period. In addition, the district is in the process of building classrooms to meet the demand of development over the next five to seven years. Based on actual utilization due to these considerations, the district has determined a standard utilization rate of 95% for elementary schools.

## Standard of Service for Secondary Students

- Average target class size for grades 6 – 8: 26 students
- Average target class size for grades 9 – 12: 28 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 10 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- English Language Learners (ELL)
- Computer rooms
- Education for disadvantaged students (Title I)
- District remediation programs
- Learning assisted programs
- Resource rooms (for special remedial assistance)
- Severely behavior disordered
- Mild, moderate and severe disabilities
- Transition room

## Room Utilization at Secondary Schools

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, the need for teachers to have a work space during their planning periods, and due to the fact that the same number of sections or classes is required every period. One example is a period when band or orchestra is offered and over 100 students can be taken out of the mix; this can reduce the demand on the number of classrooms required. Based on actual utilization due to these considerations, the district has determined a standard utilization rate of 95% for the elementary schools, 86% for the Middle School and 90% for the High School.

### Section 3 – Inventory and Evaluation of Current Permanent Facilities

The District's current permanent capacity is 4,729 students. The current enrollment on October 1, 2017 was 4,458 students or 271 students less than permanent capacity. Student enrollment is expected to increase by an additional 3.8% over the next six years. The District has front-funded and completed projects at the elementary, middle school and high school levels to provide capacity for enrollment growth over the next six to ten years. In addition, the Washington State Legislature has implemented the reduction of student/teacher ratios at grades K-3 to 17:1 in the 2019-20 school year. This Plan incorporates these reduced student/teacher ratios. The Legislature is also considering implementation of Initiative 1351, which reduces class sizes at all grade levels. In future Plan updates, the District will continue to update any facilities changes required if the Legislature funds and implement these reduced student/teacher ratios.

Calculations of elementary, middle, and high school capacities have been made in accordance with the current standards of service. Due to changes in instructional programs, student needs (including special education) and other current uses, some changes in building level capacity have occurred at some schools. An inventory of the District's schools arranged by level, name, and current permanent capacity are summarized in the following table.

**Inventory of School Facilities and Permanent Capacity (2018-19) \***

Facility	Grade Span	Permanent Classroom Capacity @ 100%	Special Education Capacity	Total Permanent Capacity @ 95%, 86%, 86%	Oct. 1, 2016 Enrollment	Over (Short) Permanent Capacity
<b>Elementary Schools (Permanent Capacity)</b>						
Island Park Elementary	K - 5	432	10	420	375	45
Lakeridge Elementary	K - 5	480	0	456	451	5
Northwood Elementary	K - 5	480	10	466	451	15
West Mercer Elementary	K - 5	456	10	443	525	(82)
<b>Total Elementary Capacity</b>		1,848	30	1,784	1,802	(18)
<b>Middle School (Permanent Capacity)</b>						
Islander Middle School	6 - 8	1,508	20	1,314	1,153	161
<b>High School (Permanent Capacity)</b>						
Mercer Island High School	9 - 12	1,792	20	1,631	1,503	128
<b>Total District Capacity (EL 95% MS 86%, HS 90%)</b>		5,148	70	4,729	4,458	271

\* For Details on Use of Portables see Appendix D

**Inventory of School Facilities and Permanent Capacity (2017-18) \***

<b>Facility</b>	<b>Grade Span</b>	<b>Permanent Classroom Capacity @ 100%</b>	<b>Special Education Capacity</b>	<b>Total Permanent Capacity @ 95%, 86%, 90%</b>	<b>Oct. 1, 2017 Enrollment</b>	<b>Over (Short) Permanent Capacity</b>
<b>Elementary Schools (Permanent Capacity)</b>						
Island Park Elementary	K - 5	432	10	420	375	45
Lakeridge Elementary	K - 5	480	0	456	451	5
Northwood Elementary	K - 5	480	10	466	451	15
West Mercer Elementary	K - 5	456	10	443	525	(82)
<b>Total Elementary Capacity</b>		<b>1,848</b>	<b>30</b>	<b>1,784</b>	<b>1,802</b>	<b>(18)</b>
<b>Middle School (Permanent Capacity)</b>						
Islander Middle School	6 - 8	1,508	20	1,314	1,153	161
<b>High School (Permanent Capacity)</b>						
Mercer Island High School	9 - 12	1,792	20	1,631	1,503	128
<b>Total District Capacity (EL 95% MS 86%, HS 90%)</b>		<b>5,148</b>	<b>70</b>	<b>4,729</b>	<b>4,458</b>	<b>271</b>

\* For Details on Use of Portables see Appendix D

#### **Section 4 - Relocatable Classrooms**

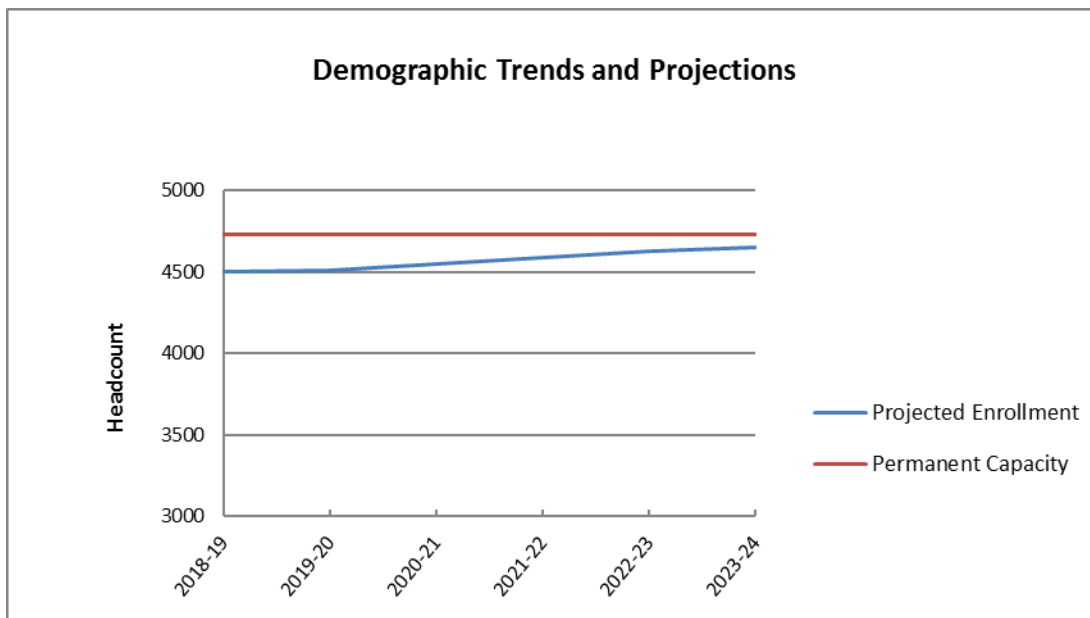
As of 2018-19 the District's inventory of classrooms will include 8 portable classrooms at the elementary level to provide standard capacity and special program space as outlined in Section 2. See Appendix D. The District inventory of portables will provide approximately 3.8% of capacity district-wide when required by enrollment growth and/or legislative action to reduce class size. Based on projected enrollment growth, proposed legislative actions, and timing of anticipated permanent facilities, the district anticipates the need to acquire additional relocatables at the elementary school level during the next six-year period.

As enrollment fluctuates, relocatables provide flexibility to accommodate immediate needs and interim housing. Because of this, new and modernized school sites are all planned to accommodate the potential of adding relocatables to address temporary fluctuations in enrollment. In addition, the use and need for relocatables will be balanced against program needs. Relocatables are not a solution for housing students on a permanent basis, and the District would like to reduce the percentage of students that are housed in relocatable classrooms.

The cost of relocatables also varies widely based on the location and intended use of the classrooms. Currently, two of the portables in our inventory are not intended for regular classroom use and have not been included in the capacity to house student enrollment.

### Section 5 – Six Year Enrollment Projections

The District enrollment projections are based on historic growth trends, future building plans and availability, birth rates, as well as economic and various other factors that contribute to overall population growth. Based on these projections, enrollment is anticipated to increase by approximately 170 students over the next six years. This represents an increase of 3.8% over the current student population.





## Section 6 – Six-Year Plan for Housing Students

Applying the enrollment projections, current capacity, and added capacity from recent construction projects discussed in previous sections above, the following table summarizes permanent and portable projected capacity to serve our students during the periods of this Plan.

The district passed a bond proposition for \$98.8 million dollars in February 2014 to address student overcrowding across the district and to provide space for additional growth over the next six to ten years. The bonds built one additional elementary school and provided additional permanent capacity at both the middle school (ten classrooms and two special education spaces) and high school (eight classrooms and two special education spaces). Our Six-Year Finance Plan includes the addition of portable classrooms through the 2023-24 school year. Within the projects covered by this Six-Year Plan, Mercer Island School District built capacity for future enrollment growth and the projects continue to have available capacity for that purpose.

Enrollment continues to grow all grade levels. While the additional elementary school and classroom additions at the middle and high school levels, along with portable capacity, will provide needed capacity for our District, there may be additional needs within the timeframe of the Plan. Future updates to the Plan will address this matter as necessary.

### Projected Capacity to House Students

School Years	Base Years/Projects			Projections					
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Permanent Capacity @100%	4356	4600	5208	5208	5218	5218	5218	5218	5218
Added Capacity @ 100%									
Elementary School (24)		400	10	10					
Middle School (26)		208							
High School (28)	244								
Total Permanent Capacity @ 100%	4600	5208	5218	5218	5218	5218	5218	5218	5218
Total Permanent Capacity @ 95%, 86%, 90% *		4719	4729	4739	4739	4739	4739	4739	4739
Portables @ 100% *		168	192	192	192	192	192	192	192
Portables @ 95%, 86%, 90% *		160	182	182	182	182	182	182	182
Total Capacity with Portables @ 95%, 86%, 90% *		4879	4911	4921	4921	4921	4921	4921	4921
Projected Enrollment Headcount **		4408	4458	4501	4508	4551	4592	4600	4628
<b>Permanent Capacity (Surplus/Deficit) @ 95%, 86%, 90% *</b>		<b>311</b>	<b>271</b>	<b>238</b>	<b>231</b>	<b>188</b>	<b>147</b>	<b>139</b>	<b>111</b>
Capacity with Portables (Surplus/Deficit) @95%, 86%, 90% *		471	453	420	413	370	329	321	293

\* Capacity calculations are based on the 95% utilization for Elementary School, 86% utilization for Middle, and 90% utilization for High School (See Appendix D)

\*\*2016-17 and 2017-18 Actual October 1st enrollment head counts

The number of planned portables may be reduced if permanent capacity is increased by a future bond issue. Alternatively the number of portables may increase as necessary to address capacity. Portables will be replaced with a permanent structure within 5 years.

**Section 7 - Impact Fees and the Finance Plan**

The school impact fee formula ensures that new development only pays for the cost of the facilities necessitated by new development. The following impact fee calculations examine the costs of housing the students generated by each new single family or multi-family dwelling unit. These are determined using student generation factors, which indicate the number of students that each dwelling produces based on recent historical data. The student generation factor is applied to the anticipated school construction costs (construction cost only, not total project cost), which is intended to calculate the construction cost of providing capacity to serve each new dwelling unit during the six year period of this Plan. The formula does not require new development to contribute the costs of providing capacity to address needs created by existing housing units.

The construction cost, as described above, is reduced by any state match dollars anticipated to be awarded to the District and the present value of future tax payments of each anticipated new homeowner, which results in a total cost per new residence of additional capacity during the six year period of this Plan.

The finance plan below demonstrates how the Mercer Island School District plans to finance improvements for the years 2018 through 2024. Unless otherwise noted, the financing requirements of this plan have been secured.

For the purposes of this Plan’s construction costs, the District is using the value of each projects contract as it was bid and authorized, with estimated adjustments for change orders during actual construction. The impact fee calculation uses the High School and Elementary School capacity projects since enrollment growth over the six year planning period is projected at those levels.

The District qualified for State Match for the Middle School Expansion project. A district can be eligible for potential State matching funds for 1) New Construction, and 2) Modernization /New-in-Lieu Construction. The State Match program provided \$3,078,827 for the Islander Middle School Expansion Project, which the district front funded.

**Six-Year Finance Plan**

BUILDING	N/M*	2015-19	2020	2021	2022	2023	2024	Cost to Complete	SECURED LOCAL/STATE**	UNSECURED LOCAL***
Northwood Elementary	N	\$38,861,718	\$0	\$0	\$0	\$0	\$0	\$38,861,718	\$38,861,718	\$0
Islander Middle School****	M	\$42,916,274	\$0	\$0	\$0	\$0	\$0	\$42,916,274	\$42,916,274	\$0
Mercer Island High School	M	\$9,200,998	\$0	\$0	\$0	\$0	\$0	\$9,200,998	\$9,200,998	\$0
Portables****	M		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000	\$1,000,000	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>		<b>\$90,978,990</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$91,978,990</b>	<b>\$91,978,990</b>	<b>\$0</b>

\* N = New Construction M = Modernization/Rebuild  
 \*\* Mercer Island School District has front funded these projects.  
 \*\*\* School impact fees may be utilized to offset front funded expenditures associated with the cost of new facilities. Impact fees are currently collected from the City of Mercer Island.  
 \*\*\*\* The number of portables may increase as necessary to address capacity. Funds for portable purchases may come from impact fees, state matching funds, interest earnings, capital levies or future bond sale elections.  
 \*\*\*\*\* The cost allowed for new capacity at Islander Middle School is \$10,288,148

**Estimated School Impact Fee Calculation  
Based on King County Code 21.A.43**

**Single Family Residence ("SFR")**

**School Site Acquisition Cost:**

	<u>Facility Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	10	\$0	482	\$0	0.1511	\$0
Middle	20	\$0	280	\$0	0.0863	\$0
High School	40	\$0	244	\$0	0.0504	\$0
<b>TOTAL</b>						<b>\$0</b>

**School Construction Cost:**

	<u>Percent Permanent</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	100%	\$38,861,718	482	\$80,626	0.1511	\$10,963
Middle	0%	\$0	0	\$0	0.0000	\$0
High School	100%	\$9,200,998	244	\$37,709	0.0504	\$1,709
<b>TOTAL</b>						<b>\$12,672</b>

**Temporary Facility Cost:**

	<u>Percent Temporary</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	0%	\$0	22	\$0	0.1511	\$0
Middle	0%	\$0	28	\$0	0.0863	\$0
High School	0%	\$0	28	\$0	0.0504	\$0
<b>TOTAL</b>						<b>\$0</b>

**State Assistance Credit Calculation:**

	<u>Const Cost Allocation</u>	<u>Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	213.23	90.0	0.00%	\$0	0.1511	\$0
Middle	213.23	117.0	0.00%	\$0	0.0863	\$0
High School	213.23	130.0	0.00%	\$0	0.0504	\$0
<b>TOTAL</b>						<b>\$0</b>

**Tax Payment Credit Calculation:**

Average SFR Assessed Value	\$1,605,462
Current Capital Levy Rate (2017)/\$1000	0.55854
Annual Tax Payment	\$896.71
Years Amortized	10
Current Bond Interest Rate	3.95%
Present Value of Revenue Stream	\$7,291

**Impact Fee Summary for Single Family Residence:**

Site Acquisition Cost	\$0
Permanent Facility Cost	\$12,672
Temporary Facility Cost	\$0
State Match Credit	\$0
Tax Payment Credit	(\$7,291)
Sub-Total	\$5,381
Local Share	25% \$1,345.16

<b>SFR Impact Fee</b>	<b>\$4,035.47</b>
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**Estimated School Impact Fee Calculation  
Based on King County Code 21.A.43**

**Multiple Family Residence ("MFR")**

**School Site Acquisition Cost:**

	<u>Facility Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	10	\$0	482	\$0	0.0508	\$0
Middle	20	\$0	280	\$0	0.0302	\$0
High School	40	\$0	244	\$0	0.0192	\$0
<b>TOTAL</b>						<b>\$0</b>

**School Construction Cost:**

	<u>Percent Permanent</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	100%	\$38,861,718	482	\$80,626	0.0508	\$3,686
Middle	0%	\$0	\$0	\$0	0.0302	\$0
High School	100%	\$9,200,998	244	\$37,709	0.0192	\$652
<b>TOTAL</b>						<b>\$4,338</b>

**Temporary Facility Cost:**

	<u>Percent Temporary</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	0%	\$0	22	\$0	0.0508	\$0
Middle	0%	\$0	28	\$0	0.0302	\$0
High School	0%	\$0	28	\$0	0.0192	\$0
<b>TOTAL</b>						<b>\$0</b>

**State Assistance Credit Calculation:**

	<u>Const Cost Allocation</u>	<u>Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	213.23	90.0	0.00%	\$0	0.0508	\$0
Middle	213.23	117.0	0.00%	\$0	0.0302	\$0
High School	213.23	130.0	0.00%	\$0	0.0192	\$0
<b>TOTAL</b>						<b>\$0</b>

**Tax Payment Credit Calculation:**

Average MFR Assessed Value	\$375,621
Current Capital Levy Rate (2017)/\$1000	0.55854
Annual Tax Payment	\$209.80
Years Amortized	10
Current Bond Interest Rate	3.95%
Present Value of Revenue Stream	\$1,706

**Impact Fee Summary for Single Family Residence:**

Site Acquisition Cost	\$0
Permanent Facility Cost	\$4,338
Temporary Facility Cost	\$0
State Match Credit	\$0
Tax Payment Credit	(\$1,705.90)
Sub-Total	\$2,632
Local Share	0% \$0.00

<b>MFR Impact Fee</b>	<b>\$2,632</b>
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# Student Generation (Single Family Residence)

Single Family  
Development

	Year	Students					Year	Students					Year	Students				
		Units	Elem.	IMS	MHS			Total	Units	Elem.	IMS			MHS	Total	Units	Elem.	IMS
7429 E MERCER W/	2015	1				0	4008 90TH AVE SE	2016				0	8885 SE 36TH ST	2016				0
4814 E MERCER W/	2015	1				0	4014 90TH AVE SE	2016				0	4150 BOULEVARD PL	2016				0
8326 84TH AVE SE	2015	1		3	1	4	8132 SE 44TH ST	2016	1	1	1	3	8442 SE 40TH ST	2016				0
7227 93RD AVE SE	2015	1				0	8235 SE 31ST ST	2016				0	3462 77TH PL SE	2016				0
4703 88TH AVE SE	2015	1				0	8437 SE 36TH ST	2016				0	3203 74TH AVE SE	2016				0
9942 SE 39TH ST	2015	1				0	2448 W MERCER WAY	2016	1	1		2	2243 74TH AVE SE	2016				0
3906 E MERCER W/	2015	1	1	1		2	4352 E MERCER WAY	2016				0	8366 SE 31ST ST	2016				0
9331 SE 70TH PL	2015	1				0	2805 68TH AVE SE	2016				0	2273 72ND AVE SE	2016				0
6518 SE 28TH ST	2015	1				0	8265 SE 31ST ST	2016				0	6950 SE ALLEN ST	2016	1			1
6402 E MERCER W/	2015	1				0	7082 92ND AVE SE	2016				0	8130 SE 44TH ST	2016				0
8246 W MERCER W	2015	1	2			2	2766 73RD AVE SE	2016	2			2	4710 86TH AVE SE	2016				0
7841 SE 63RD PL	2015	1				0	8015 SE 60TH ST	2016	1			1	7233 SE 29TH ST	2016				0
2427 64TH AVE SE	2015	1				0	2520 71ST AVE SE	2016				0	3622 86TH AVE SE	2016				0
6829 SE 32ND ST	2015	1				0	2469 63RD AVE SE	2016				0	7254 North Mercer Way	2017				0
6825 SE 32ND ST	2015	1				0	2460 73RD AVE SE	2016				0	4451 East Mercer Way	2017				0
9950 SE 39TH ST	2015	1				0	8070 AVALON DR	2016	3			3	4702 91st Ave SE	2017				0
2206 71ST AVE SE	2015	1				0	3847 76TH AVE SE	2016				0	8448 SE 40th ST	2017				0
6506 SE 28TH ST	2015	1				0	7820 79TH AVE SE	2016			1	1	8208 SE 28th ST	2017				0
9988 SE 38TH ST	2015	1				0	9104 SE 50TH ST	2016				0	8212 SE 28th ST	2017				0
8177 W MERCER W	2015	1				0	3712 77TH PL SE	2016				0	8245 SE 31st ST	2017				0
2978 76TH PL SE #1	2015	1				0	4237 91ST AVE SE	2016				0	4709 E Mercer Way	2017				0
2978 76TH PL SE #1	2015	1				0	8167 W MERCER WAY	2016				0	2211 72nd Ave SE	2017				0
2978 76TH PL SE #1	2015	1				0	3655 W MERCER WAY	2016				0	8255 SE 31st ST	2017				0
2978 76TH PL SE #1	2015	1				0	6824 SE 32ND ST	2016				0	5654 E Mercer Way	2017	2			2
2972 76TH PL SE #1	2015	1				0	3408 97TH AVE SE	2016	1			1	7464 E Mercer Way	2017	1			1
2972 76TH PL SE #1	2015	1				0	5219 88TH AVE SE	2016				0	6922 96th Ave SE	2017				0
2966 76TH PL SE #1	2015	1				0	4312 92ND AVE SE	2016				0	8275 SE 31st ST	2017				0
2966 76TH PL SE #1	2015	1		1		1	4849 90TH AVE SE	2016				0	8622 N Mercer Way	2017				0
2966 76TH PL SE #1	2015	1				0	3242 74TH AVE SE	2016				0	8280 SE 31st ST	2017				0
2966 76TH PL SE #1	2015	1				0	4841 90TH AVE SE	2016				0	8163 SE 24th ST	2017				0
2966 76TH PL SE #1	2015	1		1		1	4075 W MERCER WAY	2016				0	8356 SE 31st ST	2017				0
2958 76TH PL SE #1	2015	1				0	2719 63RD AVE SE	2016				0	4702 86th Ave SE	2017	1			1
2958 76TH PL SE #1	2015	1				0	8351 SE 31ST ST	2016				0	8240 SE 31st ST	2017				0
2958 76TH PL SE #1	2015	1				0	4511 89TH AVE SE	2016				0	4857 90th Ave SE	2017				0
2952 76TH PL SE #1	2015	1				0	4532 89TH AVE SE	2016				0	2422 71st Ave SE	2017				0
2952 76TH PL SE #1	2015	1		1		1	4546 FOREST AVE SE	2016			1	1	4865 90th Ave SE	2017				0
2946 76TH PL SE #1	2015	1				0	4224 ISLAND CREST W	2016				0	4545 84th Ave SE	2017				0
2946 76TH PL SE #1	2015	1				0	7235 SE 32ND ST	2016				0	4203 87th Ave SE	2017	3			3
7229 SE 27TH ST	2016	1	1			2	4634 E MERCER WAY	2016				0	8439 SE 37th ST	2017				0
4161 86TH AVE SE	2016	1			1	1	3410 W MERCER WAY	2016				0	8151 SE 24th ST	2017				0
7006 93RD AVE SE	2016	1		1	1	2	4624 81ST AVE SE	2016				0	8250 SE 31st ST	2017				0
9634 SE 34TH ST	2016	1				0	4706 86TH AVE SE	2016				0	8270 SE 31st ST	2017				0
3438 77TH AVE SE	2016	1		1	1	2	2449 W MERCER WAY	2016				0	8260 SE 31st ST	2017				0
8414 SE 37TH ST	2016	1				0	8159 W MERCER WAY	2016				0	8157 SE 24th ST	2017				0
8435 SE 36TH ST	2016	1				0	8361 SE 31ST ST	2016				0	8478 N Mercer Way	2017				0
2 MAPLE LN	2016	1				0	5004 W MERCER WAY	2016				0						
3026 90TH PL SE	2016	1				0	4604 86TH AVE SE	2016				0						
<b>Total Units/Students</b>	<b>47</b>	<b>4</b>	<b>10</b>	<b>4</b>	<b>18</b>		<b>Total Units/Students</b>	<b>47</b>	<b>9</b>	<b>2</b>	<b>3</b>	<b>14</b>	<b>Total Units/Students</b>	<b>45</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>8</b>

**SFR Student Generation Factors (Students/Units)**

Elementary K - 5	0.1511
Middle School 6 - 8	0.0863
High School 9 - 12	0.0504

**TOTAL** **0.2878**

**Three Year Total**

**139** **21** **12** **7** **40**

These developments are currently under construction or have been completed within the past five years.

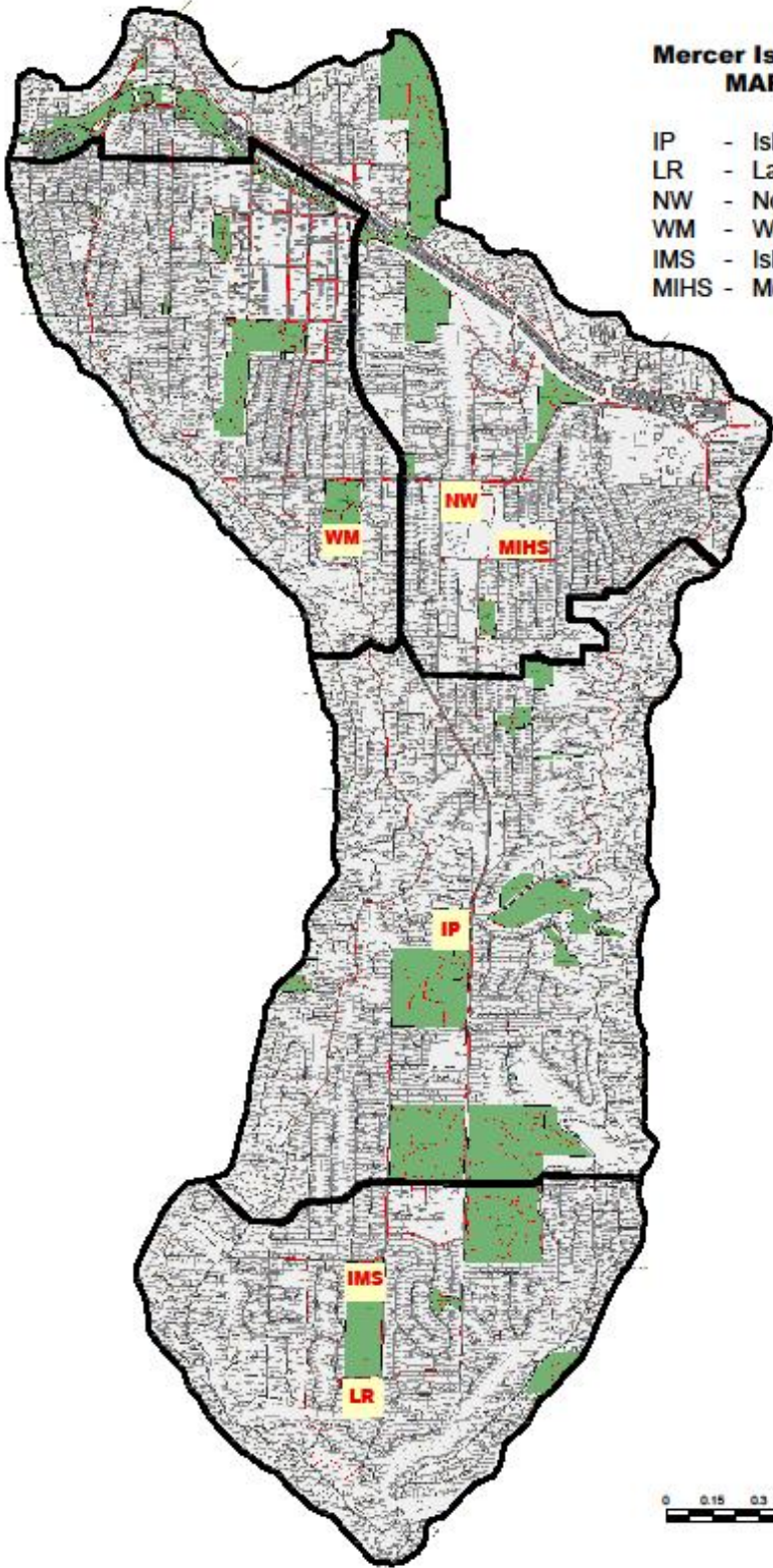
**Student Generation (Multi Family Residence)**

<b><u>Multi-Family Development</u></b>	<b><u>Units</u></b>	<b><u>Students</u></b>				<b><u>K-5</u></b>	<b><u>6-8</u></b>	<b><u>9-12</u></b>	<b><u>Total</u></b>
		<b><u>K-5</u></b>	<b><u>6-8</u></b>	<b><u>9-12</u></b>	<b><u>Total</u></b>				
Aviara	166	7	6	3	16				
The Mercer	159	21	7	9	37				
Hadley	209	8	0	1	9				
<b>Totals</b>	<b>534</b>	<b>36</b>	<b>13</b>	<b>13</b>	<b>62</b>		<b>0.0674</b>	<b>0.0243</b>	<b>0.0243</b>

**MFR Student Generation Factors**

Elementary K-5	0.0674
Middle School 6-8	0.0243
High School 9-12	0.0243
<b>TOTAL</b>	<b><u>0.1161</u></b>

These developments are currently under construction or have been completed within the past 10 years.



**Mercer Island School District  
MAP of SCHOOLS**

- IP - Island Park Elementary
- LR - Lakeridge Elementary
- NW - Northwood Elementary
- WM - West Mercer Elementary
- IMS - Islander Middle School
- MIHS - Mercer Island High School



Appendix C

# Projected Capacity to House Students (2017-18)

Elem. Schools (Capacity Utilization Factor)	# of Standard Classrooms *		Room Capacity (Elementary 24, Middle School 26, High School 28) **		Handicapped Room Capacity (10)		Permanent Capacity @100%		Permanent Capacity @ 95%, 86%, 90%		# of Existing Portables		Portable Capacity @ 100%(24, 26, 28) **		Current School Capacity @ 95%, 86%, 90% **		Current School Capacity @ 100% (With Portables)		Actual October 2017 Headcount		Permanent Capacity (Over or Short at 95%, 86%, 90%) ***		Capacity with Portables (Over or Short @ 95%, 86%, 90%) ****	
	# of Standard Classrooms *	Room Capacity (Elementary 24, Middle School 26, High School 28) **	# of Handicapped Classrooms	Handicapped Room Capacity (10)	Permanent Capacity @100%	Permanent Capacity @ 95%, 86%, 90%	# of Existing Portables	Portable Capacity @ 100%(24, 26, 28) **	Current School Capacity @ 95%, 86%, 90% **	Current School Capacity @ 100% (With Portables)	Actual October 2017 Headcount	Permanent Capacity (Over or Short at 95%, 86%, 90%) ***	Capacity with Portables (Over or Short @ 95%, 86%, 90%) ****											
Island Park	18	432	1	10	442	420	1	24	23	466	443	375	45	68										
Lakeridge	20	480	0	0	480	456	3	72	68	552	524	451	5	73										
Northwood	20	480	1	20	500	475	0	0	0	500	475	451	24	24										
West Mercer	19	456	1	10	466	443	4	96	91	562	534	525	(82)	9										
<b>Total Elementary</b>	<b>77</b>	<b>1848</b>	<b>3</b>	<b>40</b>	<b>1888</b>	<b>1794</b>	<b>8</b>	<b>192</b>	<b>182</b>	<b>2080</b>	<b>1976</b>	<b>1802</b>	<b>(8)</b>	<b>174</b>										
Middle Schools (Capacity Utilization Factor)																								
Islander Middle Sch.	58	1508	2	20	1528	1314	0	0	0	1528	1314	1153	161	161										
<b>Total (Middle Sch.)</b>	<b>58</b>	<b>1508</b>	<b>2</b>	<b>20</b>	<b>1528</b>	<b>1314</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1528</b>	<b>1314</b>	<b>1153</b>	<b>161</b>	<b>161</b>										
High Schools - (Capacity Utilization Factor)																								
MI High School	64	1792	2	20	1812	1631	0	0	0	1812	1631	1503	128	128										
<b>Total (High School)</b>	<b>64</b>	<b>1792</b>	<b>2</b>	<b>20</b>	<b>1812</b>	<b>1631</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1812</b>	<b>1631</b>	<b>1503</b>	<b>128</b>	<b>128</b>										
<b>Total (All Schools)</b>	<b>199</b>	<b>5148</b>	<b>7</b>	<b>80</b>	<b>5228</b>	<b>4739</b>	<b>8</b>	<b>192</b>	<b>182</b>	<b>5420</b>	<b>4921</b>	<b>4458</b>	<b>280</b>	<b>463</b>										

\* Excludes spaces for special program needs and services

\*\* Average of staffing ratios: Elementary 24, Middle School 26, High School 28

\*\*\* Permanent Capacity X Capacity Utilization Factor - (Minus) Projected October Headcount = Reflects the building's level of service design capacity

\*\*\*\* Maximum Capacity with Portables x Capacity Utilization Factor - (Minus) Projected October Headcount Enrollment = Reflects the building's design capacity with portables





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

**AB 5508  
December 4, 2018  
Regular Business**

<b>APPROVE NEW SOLID WASTE CONTRACT</b>	<b>Action:</b> Authorize the Solid Waste Contract with Recology King County, Inc.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
---	--	---

<b>DEPARTMENT OF</b>	Public Works (Jason Kintner)
<b>COUNCIL LIAISON</b>	Debbie Bertlin
<b>EXHIBITS</b>	1. Mercer Island Solid Waste Contract
<b>2018-2019 CITY COUNCIL GOAL</b>	6. Update Outdated Codes, Policies and Practices
<b>APPROVED BY CITY MANAGER</b>	

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

**SUMMARY**

**BACKGROUND**

The City’s contract for solid waste collection services with Rabanco Ltd., d/b/a Allied Waste Services of Bellevue (known to Island residents as Republic), is set to expire September 30, 2019. Initially, the City requested a 9-month extension which would have allowed the City to negotiate directly with Republic while providing the necessary time to competitively procure a new contract if the negotiations failed. Due to the current volatility in the West Coast recycling market and impacts from China’s “National Sword” and “Blue Sky” initiatives imposing stricter contamination standards, Republic declined the nine-month extension. Instead, Republic requested the City pursue a Request for Proposals (RFP) process or consider a longer extension (minimum of three years) that would include negotiations over rate increases. In response, the City decided to move forward with a competitive RFP process.

At the June 5, 2018 Council Meeting (see [AB 5438](#)), staff outlined the competitive procurement process and timeline for soliciting a new contract.

On July 20, 2018, the City released a competitive procurement RFP process for the following services:

- Residential and commercial garbage,
- Recycling and compostables collection, and
- Processing and marketing of collected recycling and compostables.

The RFP closed on September 25, 2018, and the City received four competitive proposals from:

- Cedar Grove Services,

- Recology King County Inc.,
- Republic Services, and
- Waste Management.

Prior to this agenda item, the City Council and Utility Board reviewed service level changes during the December 4 Study Session (see AB 5505).

### **SUCCESSFUL BIDDER**

Recology King County Inc. (“Recology”) scored the highest in both sections of the RFP. The RFP was designed to provide the City and its residents with the best possible outcome, including providing improved service to the community at the lowest possible cost.

The new Mercer Island Solid Waste Contract (Exhibit 1) is set to begin October 1, 2019, with a term of ten (10) years and a sole option of the City for an extension of up to two (2) years. The contract includes an annual Consumer Price Index modification with a cap of five (5) percent each year.

### **RECOMMENDATION & NEXT STEPS**

Staff recommends awarding the contract to Recology Services King County, Inc. Although the contract does not begin until October 2019, staff is requesting Council’s approval on December 4 in order for Recology to procure the necessary collection equipment, which usually requires 10-12 months to order and build. Per the requirements of the RFP, Recology is responsible for the development of a transition and implementation plan. Staff will return to Council in early 2019 to outline details of this plan, including communication and public outreach components for a smooth transition of services.

## **RECOMMENDATION**

*Public Works Director*

**MOVE TO:** Authorize the City Manager to execute the comprehensive contract for garbage, recyclables, and compostable collection services with Recology King County Incorporated.

COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND COMPOSTABLES  
COLLECTION SERVICES  
CONTRACT

City of Mercer Island  
and  
Recology King County Inc.

October 1, 2019 – September 30, 2029



**Comprehensive Garbage, Recyclables, and Compostables  
Collection Services Contract  
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**EXHIBITS:**

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example
- EXHIBIT E: Commodity Value Calculation

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, “Contract”), passed by the Mercer Island City Council at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2018. This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (hereafter the “Date of Execution”), by and between the City of Mercer Island, a municipal corporation (hereafter “City”), and Recology King County Inc. (hereafter “Contractor”).

**RECITALS**

WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the Service Area; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

WHEREAS, having completed the competitive process, the City has selected the best candidate to provide the services outlined in the competitive process; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services as requested in the competitive process; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the competitive process and included below;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do agree as follows:

## AGREEMENT

### 1. DEFINITIONS

The following definitions apply to terms used in this Contract:

**Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**Cart:** A Contractor-provided 20-, 35-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

**Change of Control:** The term “Change of Control” means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

**City:** The word “City” means the City of Mercer Island, in King County, Washington. As used in the Contract, use of the term “City” may include reference to the City Manager or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.

**Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

**Compostables:** Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Foodscrap generated by any Residential or Commercial customers. Shredded uncontaminated paper shall be accepted as a Compostable material.

**Contractor:** Recology King County Inc., which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting Recyclables and Compostables.



**Container:** Any Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

**Contract:** Refers to this contract for comprehensive garbage, recyclables and compostable collection services.

**Contract Term:** Refers to the term of this Contract as provided for in Section 2.

**County:** King County in Washington State.

**Curb or Curbside:** Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

**Customer:** All account-holders of the Contractor's services within the City.

**Date of Commencement of Service:** October 1, 2019, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

**Date of Execution:** The date that this Contract is executed by all signatories.

**Day/Days:** Calendar days unless otherwise specified.

**Detachable Container:** A watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

**Driveway:** A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

**Drop-box Container:** An all-metal loose material or compactor container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

**Environmental Law:** Any applicable federal, state, or local statute, code, or ordinance or federal or state administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment

**Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Garbage and Compostables Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is one (1) cubic yard.

**Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such

as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

**Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current King County sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Compostables.

**Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof and kept in sanitary conditions by their owner at all times.

**Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

**Multifamily Complex:** A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service.

**On-call:** The provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

**Party:** Either the City or the Contractor.

**Parties:** The City and Contractor.

**Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

**Public Street:** A public right-of-way used for public travel, including public alleys.

**Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.

**Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.

**Residence/Residential:** A single-family and/or multifamily living space individually rented, leased or owned.

**Services:** Refers to the comprehensive garbage, recyclables and compostables collection and processing services provided by the Contractor pursuant to the Contract.

**Service Area:** The service boundaries indicated in Exhibit A as of the Date of Commencement of Service, which shall be the City's corporate boundaries.

**King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King County.

**Single-Family Residence:** All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.

**Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.

**Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 4.1.19 of this Contract.

**Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section 4.1.22 of this Contract.

**Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to heal or the environment, or which cannot be legally accepted at the applicable disposal facility.

**WUTC:** The Washington Utilities and Transportation Commission.

**Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

## 2. TERM OF CONTRACT

The Term of this Contract is ten (10) years starting on the Date of Commencement of Service. The City and Contractor, may, at the sole option of the City, extend the Contract for an extension of up to two (2) years in duration. The extension shall be under the original terms and conditions of this Contract or (if the Contract has been amended) as the Contract may have been amended at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the expiration of the Contract Term. With the parties' written consent, the requirement of one hundred and eighty days prior notice may be waived. At the time the City provides the Contractor with written notice of extension the Contractor may provide the City with a written proposal detailing services, terms, and rates for a longer contract extension or renegotiation of this Contract. The City shall review the proposal and may, at its sole discretion, determine whether to enter into negotiations regarding the proposal.

## 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations

from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.

- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

## **4. SCOPE OF WORK**

### **4.1 General Collection System Requirements**

#### **4.1.1 Service Area**

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

#### **4.1.2 Service to Residences on Private Roads and Driveways**

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads. The Contractor shall use smaller limited-access service vehicles as necessary to provide service to those Customers.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

#### **4.1.3 Hours/Days of Collection**

All collections from Single-family Residential Customers and Residential zones, including mixed-use areas shall be made between the hours of 7:00 a.m. and 4:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with holiday and inclement weather schedules.

All collections from Commercial Customers shall be made between the hours of 4:00 a.m. and 4:00 p.m., provided that service to those Customers shall neither disturb Residential Customers in adjoining Residential zoned areas, nor violate the noise provisions of the Mercer Island Municipal Code, as amended. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 4:00 p.m., and no earlier than 9:00 a.m. on Saturday in the event of make-up collections. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the Mercer Island Municipal Code. The City's noise ordinance, as amended, may further restrict these terms and hours of collection.

#### **4.1.4 Employee Conduct**

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer, and carry photo identification on their person. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work within four hours of City notification.

#### **4.1.5 Disabled Persons Service**

The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation, which shall not be unreasonably withheld by the City.

#### **4.1.6 Holiday Schedules**

The Contractor shall observe the same holiday schedule as the King County Transfer Stations. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's web site, and by press releases to general news media in the Mercer Island area by the Contractor the week prior to the holiday affecting service.

#### **4.1.7 Inclement Weather**

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone or email of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 5:00 p.m. on the same day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts or e-mails (at Customers' preference) to all missed Customers by 3:00 p.m., including information about when their next collection is expected.

In the event that collection services are interrupted for one week for any Single-Family Residential Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those Customers with interrupted service on their next regularly scheduled collection day provided that the Contractor shall offer a make-up collection on Saturday for Customers who call in and pay for an extra make-up collection. The Contractor shall collect Garbage, Recyclables and Compostables from Multifamily Complex and Commercial Customers as soon as safely possible.

In the event that collection services are interrupted for two or more collection cycles for one or more Single-family Residential Customers, the Contractor shall provide a temporary Residential Garbage and Recycling collection site on the day of the second missed day using driver-staffed Drop-box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 4:00 p.m. and/or on Saturdays following disruptions due to weather in order to finish collection routes.

Weather policies shall be included in program information provided to Customers and on the Contractor's city-specific webpage. On each inclement weather day, the Contractor shall release notices to local newspapers and radio stations notifying residents of the modification to the collection schedule.

#### **4.1.8 Suspending Collection from Problem Customers**

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

#### **4.1.9 Missed Collections**

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 AM the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 4.3.4).



If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

#### **4.1.10 Same Day Collection**

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

#### **4.1.11 Requirement to Recycle and Compost and Quality Assurance**

The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected (other than residue), unless express prior written permission is provided by the City. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise recoverable materials destined for disposal.
- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City's collection programs.

The Contractor shall develop and implement a program to reduce contamination in Customers' Recyclables and Compostables Containers. The Contractor's program shall include communication, education and outreach to Customers, and methods for evaluating Customer compliance with recycling and contamination standards.

Contractor shall provide such information as the City may request regarding aggregate contamination data that is collected and maintained by the Contractor on a quarterly basis. However, notwithstanding the foregoing or any other provision of this Agreement, the Contractor shall not provide any information to City regarding the contents of any individual Customer's Container.

#### **4.1.12 Routing, Notification and Approval**

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Yard Debris shall be collected from each Single-family Residence.

The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the effective date of the proposed change to and obtaining written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written, telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, such approval shall not be unreasonably withheld.

#### **4.1.13 Vehicle and Equipment Type/Age/Condition/Use**

The Contractor shall use new 2018 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services performed under this contract under this Contract. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be subject to the age that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area. Vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 6.1.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a minimum 10-gallon capacity spill kit.. Any equipment not meeting these standards shall not be used within the Service Area until repairs are made. Clean-up of any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be initiated

within three (3) hours of being noticed/notified by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall notify the City-designated spill reporting telephone number of any spills that enter drainages within four hours. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 6.1. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers within four hours of observation so that those spills may be addressed in a timely manner.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. The City's approval shall be in writing and solely within the City's discretion. Vehicle inventory numbers shall be displayed on the rear panel of the vehicle body and shall show, in lettering at least 6" high, an abbreviated truck designation number specific to the City. For example, N-1, N-2, etc. limited to a two digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The City may approve a different numbering system proposed by the Contractor provided that it meets the objective of rapid and memorable truck identification. The City will provide the Contractor with policy timelines for reporting spills versus driving complaints to the City. Spills should be reported within four hours to the City as directed by the City's reporting policies, which will be provided to the Contractor by the City.

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer service database no less than daily to allow Customer service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

#### **4.1.14 Container Requirements and Ownership**

Contractor Garbage fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-box Containers, which may be Customer-owned or –leased from other parties. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the size capacity and material preparation requirements of the Container. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name.

#### **4.1.14.1 Garbage, Recyclables, and Compostables Carts**

The Contractor shall provide a 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, 35-, 64-, and 96-gallon Carts for Recyclables collection, and 20-, 35-, 64-, and 96-gallon Compostables Carts for Compostables collection. All Carts used at the start of this Contract shall be new. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All Carts must have materials preparation instructions and telephone and website contact information printed on a sticker on the lid.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. Carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables), and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the incident and a replacement cart shall be provided within twenty-four hours of the loss. Replacement Carts may be used and reconditioned, but shall be presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

#### **4.1.14.2 Detachable Containers and Drop-box Containers**

The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance, and a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide a fee-based On-call Container cleaning service to Customers.

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one business day any Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector, King County Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard. The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Customer containers shall be supplied by the Contractor, with the exception of compactors. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. However, Containers owned or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

#### **4.1.14.3 Ownership**

At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Temporary Containers, Compactor Drop-boxes leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

The City may elect to assign this potential ownership of said Containers to a third-party, and shall provide written notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercising of its rights under this Section 4.1.14.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

#### **4.1.14.4 Container Colors and Labeling**

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts shall be green, and Carts and Detachable Containers for Garbage shall be grey. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with instructional information and contact information that include both a customer service phone number and website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be redone when faded, damaged, or upon the City or customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reaffix labels on all Containers.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor if labels fade or are unreadable, or upon City's request for any individual Container.

#### **4.1.14.5 Container Weights**

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

#### **4.1.14.6 Container Removal Upon City or Customer Request**

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

#### **4.1.15 Inventory of Vehicles and Facilities**

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. The City reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

#### **4.1.16 Spillage**

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during collection shall be cleaned up or removed by the Contractor within four hours of occurrence at its sole expense. Any associated spillage or leakage entering the City's municipal storm system shall be cleaned promptly by Contractor staff, to the extent possible. The Contractor shall be responsible for all City's costs

in the event that City staff or contractors are required for spill containment or cleaning due to the Contractor's action. The Contractor shall document the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees, as described in Section 6.1 and may be subject to fines and penalties pursuant to City municipal code. Should a leakage or spillage occur during collection, the Contractor shall notify the designated City contact. Contractor expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be cleaned up or removed by the Contractor within four hours at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within one business day of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

#### **4.1.17 Pilot Programs**

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a partial or city-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with Section 8.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, costs (or savings) accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

#### **4.1.18 Disruption Due to Construction**

The City reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage,



Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

#### **4.1.19 Contractor Planning and Performance Under Labor Disruption**

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within one week following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within one week following the initiation of the disruption.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

1. A cost reimbursement amount of one thousand dollar (\$1,000.) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. A performance fee of two thousand five hundred dollars (\$2,500.) a day for each day of Labor Disruption from the 1<sup>st</sup> day to the 7<sup>th</sup> day of the Labor Disruption;
3. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 8<sup>th</sup> day to 14<sup>th</sup> day of the Labor Disruption; and
4. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption for every day beyond the 14<sup>th</sup> day of Labor Disruption.

The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City's invoice.

Fees paid by the Contractor under the terms of this Section 4.1.19 are not regular performance fees for the purposes of Section 6 and shall not be counted in the cumulative performance fee default threshold referenced in Section 6.2 (6).

Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant to this section shall be maintained in confidence by the City to the maximum permissible extent under applicable law.

#### **4.1.20 Site Planning and Building Design Review**

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the

site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables and Compostables services.

#### **4.1.21 Safeguarding Public and Private Facilities**

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City in writing of all damage within four hours, and Contractor shall repair or replace the same or pay the City for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall, along with notifying the City in writing, call the City to inform them of such matter. If Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor. The Contractor shall be liable for any damage to property or person caused by the actions of Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

#### **4.1.22 Transition and Implementation of Contract**

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of

the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City prior review and written approval.

#### **4.1.23 Hiring Preference**

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third party rights under this Contract.

Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

#### **4.1.24 Performance Review**

The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer service standards. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this Section 4.1.24 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

The City may, at its option, and upon reasonable notice to the Contractor, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance

incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. The City shall bear the costs of City staff, City-retained consultants and performance incentives (if used) and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

#### **4.1.25 Continual Monitoring and Evaluation of Operations**

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or Mercer Island City Hall, at the City's option, on a weekly basis during the period three months before and two months after the Date of Commencement of Service and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal office hours and shall be supervised by the Contractor's staff.

#### **4.1.26 Collection/Disposal Restrictions**

Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement with King County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 6.1. Contractor shall be liable and legally responsible for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such

materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System. The processing of such recyclable material shall only be undertaken with the prior written approval of King County and the City and in accordance with the Solid Waste Interlocal Agreement between King County and the City of Mercer Island. Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B.

#### **4.1.27 Emergency Response**

Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 4.3.4. Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

### **4.2 Collection Services**

#### **4.2.1 Single-Family Residence Garbage Collection**

##### **4.2.1.1 Subject Materials**

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and properly prepared and contained materials adjacent to Garbage Cans, bags, and Garbage Carts.

##### **4.2.1.2 Containers**

The Contractor shall provide collection Containers to Customers at no additional charge as part of the Customer-chosen service level. Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request. Each Customer's initial Container must be Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in a Customer-owned Garbage Can or plastic bag.

##### **4.2.1.3 Specific Collection Requirements**

The Contractor shall offer regular weekly collection of the following service levels:

1. One 20-gallon Garbage Cart;

2. One 35-gallon Garbage Cart;
3. One 64-gallon Garbage Cart; and
4. One 96-gallon Garbage Cart.

The Contract shall also offer a service of once per month collection of non-putrescible waste in a 35-gallon Cart.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than one business day prior to that Customer's regular collection. Sunken cans shall be collected and assessed the sunken can surcharge listed in Exhibit B.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location.

The Contractor shall offer Single-Family Residential Customers an On-Call clean-up program that allows each Single-Family Customer to place up to one cubic yard of Garbage once each year at the Curb for collection on the Customer's regular collection day, provided that any individual item is no larger than three feet by three feet and weighs no more than sixty-five pounds, plus two non-appliance bulky items such as couches or large chairs. The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year, unless they pay for regular Extra Units or Bulky Waste collection service.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

#### **4.2.2 Single-Family Residence Recyclables Collection**

##### **4.2.2.1 Recyclable Materials**

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such

materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Exhibit C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

#### **4.2.2.2 Containers**

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart. A Customer may request and receive one or more additional Recycling Carts at the fee listed in Attachment B.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request.

#### **4.2.2.3 Specific Collection Requirements**

Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Exhibit C shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

### **4.2.3 Single-Family Residence Compostables Collection**

#### **4.2.3.1 Subject Materials**

Properly-prepared Compostables shall be collected from all Single-Family Residence Customers.

#### **4.2.3.2 Containers**

The Contractor shall provide one Compostables Cart to each Single-Family garbage Customer at no charge and shall provide additional Compostable Carts and service at the additional Compostable Cart fee provided in Exhibit B. The default Compostables Cart size shall be 96-gallons, provided that the Contractor



shall offer and provide 35- or 64-gallon Compostables Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Compostables Cart.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." Excess Yard Debris shall be charged at the Extra Unit rate specified in Exhibit B.

Compostables Carts shall be delivered by the Contractor to new Customers and Customers requesting a replacement Compostables Cart within seven (7) days of the Customer's initial request.

The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers at the rate provided in Exhibit B.

#### **4.2.3.3 Specific Collection Requirements**

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all subscribers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 96 gallons may be charged at the additional Cart rate (if that Customer has ordered one or more additional Compostables Carts) or as Compostables Extra Units in 32 gallon increments in accordance with Exhibit B.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and out of the public street

#### **4.2.4 Multifamily Complex and Commercial Customer Garbage Collection**

##### **4.2.4.1 Subject Materials**

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or properly prepared and contained materials next to Containers.

##### **4.2.4.2 Containers**

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

#### **4.2.4.3 Specific Collection Requirements**

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request and remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

Multifamily Complex and Commercial Garbage may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

#### **4.2.5 Multifamily Complex Recyclables Collection**

##### **4.2.5.1 Subject Materials**

All properly prepared Recyclables listed in Exhibit C for Multifamily Customers, shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Exhibit C.

##### **4.2.5.2 Containers**

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex Customers requesting Containers.

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. The Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

#### **4.2.5.3 Specific Collection Requirements**

Multifamily Complex recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

#### **4.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

The Contractor shall provide subscription-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers.

##### **4.2.6.1 Subject Materials**

The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

##### **4.2.6.2 Containers**

Carts shall be provided to subscribers as part of the service at no additional charge. Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's initial request.

The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at the rates set forth in Exhibit B:

1. One 35-gallon cart (weekly)
2. One 64-gallon cart (weekly or semi-weekly)
3. One 96-gallon cart (weekly or semi-weekly)

##### **4.2.6.3 Specific Collection Requirements**

Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular schedule

on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

#### **4.2.7 Drop-Box Container Garbage Collection**

##### **4.2.7.1 Subject Materials**

The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer.

##### **4.2.7.2 Containers**

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 4.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty containers by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

##### **4.2.7.3 Specific Collection Requirements**

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall be delivered to new Customers within one business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies).

#### **4.2.8 Temporary (Non-Event) Container Customers**

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three business days after the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables collection and shall not

exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.

#### 4.2.9 Special Event Services

Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of and diverted for recycling and composting.

Contractor shall provide special event services as a bundle, with each event providing collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of the City.

#### 4.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City -owned municipal facilities and parks as a part of this Agreement and at no additional charge. The service levels for each City facility listed may be changed at the City’s discretion at no additional cost to the City. As of the date herein, these facilities consist of the following:

Facility	Address	Service Levels
Mercer Island City Hall	9611 SE 36th Street	Garbage 2 yd (1x service per week) Recycle 4yd (1x service per week)
Mercer Island Maintenance Facility	9601 SE 36th Street	Garbage 6 yd (3x service per week) Garbage 6yd (1x service per week) Recycle 4yd (3x service per week)
Mercer Island Reservoir Facility	4350 88th Ave SE	Garbage 2 yd (1x service per week)
Luther Burbank Park	2040 84th Ave SE	Garbage 6 yd (2x service per week) Recycle 6 yd (1x service per week)
Aubrey Davis Park	2101 72nd Ave SE	Garbage 6 yd (2x service per week)
Fire Station #91	3030 78th Ave SE	Garbage 2 yd (1x service per week)

		Recycle 1.25 yd (1x service per week)
Mercer Island Boat Launch	3600 East Mercer Way	Garbage 6 yd (2x service per week seasonal use (April – October))
Island Crest Park	5000 Island Crest Way	Garbage 6 yd (1x service per week)
Mercerdale Park/Mercer Island Thrift Shop Drop-box	7710 SE 34th	Up to 125 drop-box hauls and 155 tons annually. Additional hauls or tonnage shall be at Contract rates
Mercer Island Community & Event Center	8236 SE 24th	Garbage 4yd (3x service per week), Recycle 3 yd (2x service per week), Compostables 90 gal (every other week)
Fire Station #92	8473 SE 68th	Garbage 2 yd (1x service per week) Recycle 2-90 gal (every other week) Compostables 90 gal (every other week)
South Mercer Playfields	84th Ave SE and SE 78th	Garbage 4 yd (1x service per week)
Downtown receptacles (up to 34 )	34 locations within the downtown zone.	1x service per week (November – March); 2x service per week April - October

At any time during the Term of this Contract, the City may add up to two City facilities and up to two additional City parks in addition to those listed above.

In cases in which Garbage, Recyclables or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Compostables.

#### **4.2.11 Community Events**

The Contractor shall provide support for up to three City-sponsored events each year. That support shall include Garbage, Recyclables, and Compostables Cart collection as necessary, including delivery, placement, collection, disposal/diversion of materials, and removal of Carts after the event. The three initial public events designated by the City are SeaFair, Summer Celebration, and Leap for Green.

Additional event services for public (above the three provided at no cost each year) or all events conducted by private Customers shall be charged at the rate listed in Exhibit B. Rates are all-inclusive for delivery, setup and collection of containers.

#### **4.2.12 On-call Bulky Waste Collection**

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours prior to collection. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

The Contractor shall recycle all metal appliances, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

#### **4.2.13 Excluded Services**

This Contract does not include the collection or disposal of Unacceptable Waste.

### **4.3 COLLECTION SUPPORT AND MANAGEMENT**

#### **4.3.1 General Customer Service**

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls and e-mail requests;
- Requesting at start of service Customer's preference for notification of service changes via robo-calls, texts or emails;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing;
- Maintaining and updating regularly as necessary a user-friendly internet website; and
- Maintaining and updating regularly as necessary a user-friendly mobile application.

These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Exhibit B.

#### **4.3.2 Specific Customer Service Requirements**

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within fifteen (15) miles of the City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and no less than four hours on Saturdays. The holiday collection schedule described in Section 4.1.6 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 6.1.2

##### **4.3.2.1 Customer Service Representative Staffing**

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than telephone, including letters, e-mails, mobile messages or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and



service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to the City's prior review and approval.

#### **4.3.2.2 City Customer Service**

The Contractor shall maintain staff that has management level authority to provide a point of contact for the majority of inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

- Assisting staff with promotion and outreach to Single-Family Residences, Multifamily Complexes, Commercial Customers, and special events;
- Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and
- Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed, and shall return messages (telephone, mobile messaging, or e-mail) within four (4) hours of the City's leaving or sending a message.

Should the Contractor fail to meet the City expectations for customer service as described herein, the Contractor shall be assessed performance fees in accordance with Section 6.1.

#### **4.3.2.3 Service Recipient Complaints and Requests**

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received through the Contractor's non-office hours voice mail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or other City-approved format) of software to the City with the monthly report.

#### **4.3.2.4 Handling of Customer Calls**

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office is closed.

A Customer calling into the Customer service phone lines and placed on hold shall hear either the City - specific messages or messages that are applicable and not misleading to Customers.

#### **4.3.2.5 Corrective Measures**

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

#### **4.3.2.6 Contractor Internet Website**

The Contractor shall maintain a website containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, current day of collection map, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include contact function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. Electronic Customer service requests shall be answered within one business day of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and not more than six (6) hours from of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall provide timely updates to the website, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into a minimum of four (4) languages other than English, including Spanish, Chinese, Korean, Russian, and one other language to be identified by the City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

#### **4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-Family Residence, Multifamily Complex and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.

#### **4.3.2.8 Customer Communications**

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

#### **4.3.3 Contractor's Customer Billing Responsibilities**

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every-other-month or quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to the service period, invoice date, due date, late fee date,

reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City. The Contractor may stop service to delinquent accounts with the prior approval of the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in two (2) week increments and be billed pro-rata for actual services received. The Contractor may charge an extended vacation hold/standby fee as listed in Exhibit B instead of retrieving Carts for those Customers who request a vacation hold greater than one month in duration.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts from the City for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the

fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 5.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The City shall have unlimited rights to use such account servicing database for the purpose of developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

#### **4.3.4 Reporting**

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no cost to the City. In addition, the Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or composting facility certified weight slips, and Customer charges and payments.

##### **4.3.4.1 Monthly Reports**

On a monthly basis, by the last working day of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include:

1. A log of all Customer complaints including Customer name, property name and address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by service level/Container size, and service frequency.

3. Report from the Contractor's customer service telephone system showing total call volume, total calls answered, and average speed of answer.
4. Website utilization report showing total number of Customers managing their services on-line, total number of messages received via website, data on site usage, and other data or information as Mercer Island may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities, contamination levels and processing residues disposed as Garbage, and notice of any significant changes in market value, if any.
7. A description of any vehicle accidents, infractions and reported leaks.
8. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages for City services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field-testing by the Contractor.

#### **4.3.4.2 Annual Reports**

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.

4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

#### **4.3.4.3 Ad Hoc Reports**

The City may request and receive from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software (or other City-approved software) compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

#### **4.3.4.4 Other Reports**

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of

the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 of the Revised Code of Washington.

#### **4.3.5 Promotion and Education**

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information. The service guide may be printed or electronic (e.g. link to a website with a condensed service guide), as the option of the Contractor.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

#### **4.3.6 Transition to Next Contractor**

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 4.1.15.3, the



Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide a detailed customer list, including customer name, service address, mailing address, and collection and container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) days of the City's request.

Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

## **5. COMPENSATION**

### **5.1 Compensation to the Contractor**

#### **5.1.1 Rates**

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor.

In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by the City. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

The City is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract, or for services the City obtains as a Customer.

In the event that Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

#### **5.1.2 Itemization on Invoices**

All applicable City, County, and Washington State solid waste or household hazardous waste taxes or fees, utility taxes, and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B, except that the City Sustainability Adjustment Fees shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

All Recyclables and Compostables collection costs for the initial Cart of each service provided to Single-Family Residences shall be included in the Garbage collection rates for all Customers and are included in the Customer rates listed in Exhibit B.

Charges for excess Garbage or Compostables, Single-family, Multifamily Complex and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Exhibit B.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus five (5) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Attachment B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 5.3.2), Garbage collection service level shifts, or other changes affecting the collection system.

## **5.2 Compensation to the City**

The Contractor shall pay to the City a one-time fee of thirty-five thousand dollars (\$35,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City a Sustainability Adjustment on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Contract, starting on November 15, 2019. The Sustainability Adjustment shall be based on the gross revenues received by the Contractor from all Customers under this Agreement, excluding Drop-box disposal fees. The initial Sustainability Adjustment shall be assessed at (3.5%) of gross revenues received by the Contractor from those Customers since the last Sustainability Adjustment payment period, consistent with the Sustainability Adjustment fee calculations shown in Exhibit D. The Contractor's obligations to pay the Sustainability Adjustment shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The rates included in Exhibit B, as modified during the term of this Contract, include the Sustainability Adjustment, and Customers shall not be separately charged an itemized Sustainability Adjustment. Exhibit D contains an example of how the Sustainability Adjustment is included in rates, and lists the Contractor's service rate, the City's share of the retail rate, the State excise tax associated with the Sustainability Adjustment Fee, and the combined retail rate. Any adjustments to the Sustainability Adjustment rate shall be calculated in a manner consistent with the example shown in Exhibit D.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The City may change the Sustainability Adjustment level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the Contractor of the new Sustainability Adjustment Fee for the following year by September 1<sup>st</sup>, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1<sup>st</sup> of each year. In the event that the Sustainability Adjustment is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2018), as may be adjusted from time to time by the State of Washington.

The Contractor shall pay the City the calculated commodity value of Recyclables in accordance with Section 5.3.4.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 8.10, Permits and Licenses.

### **5.3 Compensation Adjustments**

#### **5.3.1 Annual CPI Service Component Modification**

The collection fee component of the Contractor's service fees contained in Exhibit B, and the miscellaneous fees and charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30<sup>th</sup> of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge effective January 1, 2021 will be based on the CPI for the twelve (12) month period ending June 30, 2020.

In the event that the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. In the event that the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%). Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

Adjustments under this Section 5.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Beginning January 1, 2021, Contractor's compensation shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1<sup>st</sup> of each year, starting October 1, 2020. In the event that the Contractor does not submit a Rate Adjustment Statement

by October 1<sup>st</sup>, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1<sup>st</sup> of that year for the applicable period and the Contractor may not appeal this action. On the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1<sup>st</sup> of the following year. An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

### **5.3.2 Changes in Disposal Fees**

Periodic adjustments shall be made to the disposal fee component of the Contractor's service fees contained in Exhibit B to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in the County disposal fees, the disposal fee component of each service fee charged to Customers shall be adjusted by the percentage increase or decrease in the County disposal fees. Disposal fee changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers 45-days notification. An example of rate modifications due to Garbage disposal fee changes is provided in Exhibit D.

In the event that Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 5.3.1 due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

### **5.3.3 Changes in Disposal or Compostables Processing Sites**

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is no longer be able to find a processing site for all collected Compostables, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected components of Compostables, such as Food Scraps, from the Contract and the City and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Compostables or the site that was originally used for processing Compostables is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

#### **5.3.4 Recycling Market Payment and Adjustments**

The shall pay the City annually no later than January 15<sup>th</sup> of the following year for the value of Recyclables collected by the Contractor during the preceding year. The amount shall be calculated by multiplying the number of tons of Recyclables collected from Single-Family and Multi-Family Complex Residences by the baseline commodity value of sixty-five dollars (\$65.00), as adjusted in accordance with Exhibit E.

#### **5.3.5 New or Changes in Existing Taxes**

If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

#### **5.3.6 Changes in Service Provision**

In the event that either the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts, the Contractor shall promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

#### **5.4 Change in Law**

Except to the extent addressed otherwise in this Contract, changes in federal, state, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld. If the City requires review of financial or other information in conducting its rate review under this provision, then the City may retain a third-party to review such information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and lawful to protect the Contractor's documents identified as confidential and proprietary by the Contractor.

**6. FAILURE TO PERFORM, REMEDIES, TERMINATION**

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 6.1 details infractions subject to performance fees and Section 6.2 details default provisions and procedures.

**6.1 Performance Fees**

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor’s compliance with the provisions and requirements of this Contract. In the event that the City’s inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present an incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City’s damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.2.10.

Performance fees shall include:

	<b>Action or Omission</b>	<b>Performance fees</b>
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs (and potential code fines/penalties).
5	Failure to replace a leaking Container within one business day of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.

	<b>Action or Omission</b>	<b>Performance fees</b>
6	Failure to collect missed materials within one (1) business day after notification.  \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.

	<b>Action or Omission</b>	<b>Performance fees</b>
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	Five thousand dollars (\$5,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor’s staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor’s website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City’s ability to terminate this Contract as described in Section 6.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight percent (8.0%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City’s decision shall be final and not subject to appeal.

**6.2 Contract Default**

The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.1.19;



2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor disposes of uncontaminated Recyclables or Compostables in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 4.1.19.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract effective immediately.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the Services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from Contractor and the surety on Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any

further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. The City's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to City on account of Contractor's abandonment or default.

If the City employees provide Garbage, Recyclables or Compostables collection, the actual incremental costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

## 7. NOTICES

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the City:

To the City:

**City Manager**  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

Copy to the Public Works Director  
(same address as above)

To Contractor:

General Manager  
Recology King County Inc.  
117 South Main, Suite 300  
Seattle, WA 98104-3428

Copy to:  
Recology Inc.  
Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

## 8. GENERAL TERMS

### 8.1 Collection Right

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor

under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or the City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

## **8.2 Access to Records**

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 5.3.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

## **8.3 Insurance**

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### 8.3.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy.

### 8.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

### **8.3.3 Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, agents, and volunteers shall be named as additional insured's on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

### **8.3.4 Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### **8.3.5 Verification of Coverage**

The Contractor shall furnish the City's Risk Manager and City Attorney Department with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract.

### **8.3.6 Subcontractors**

Contractor will request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and Automobile Liability insurance with limits of \$1,000,000.

## **8.4 Performance Bond**

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds in a form acceptable and approved by the City in the amount of seven hundred fifty thousand dollars (\$750,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) to the City no less than sixty (60) calendar days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

## **8.5 Indemnification**

### **8.5.1 Indemnify and Hold Harmless**

The Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives and agents, from any and all third party claims or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits, (a) for injury or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, or employees in the performance of this Contract and any rights granted hereunder, or b) to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder. This indemnity under subsection 8.5.1(b) includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste; (ii) damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages; (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste. Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, official, officers, contractors or subcontractors.

### **8.5.2 Process**

In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim, provided further, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Contractor thereof, and Contractor shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's written consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or

participate in the defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of other compromise unless it has consented thereto in writing.

The provisions contained herein have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this Section 8.5.1, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

The provisions of this Section 8.5 shall survive the termination or expiration of this Contract.

## **8.6 Confidentiality of Information**

Pursuant to the Washington Public Records Act ("PRA"), chapter 42.56 RCW, public records, as defined by the PRA may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing regarding the public records request. The City will give the Contractor ten (10) business days after such notification within which to obtain a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption under the PRA.

## **8.7 Assignment of Contract**

### **8.7.1 Assignment or Pledge of Money by the Contractor**

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

### **8.7.2 Assignment, Subcontracting, Delegation of Duties**

The Contractor shall not assign or sub-contract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the City's sole discretion.

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For the purposes of this Contract, any change of control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

### **8.7.3 Change of Trade Name**

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 6.1.

### **8.8 Laws to Govern/Venue**

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

### **8.9 Compliance with Applicable Laws and Regulations**

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, gender identity, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor



agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all local, state, and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

### **8.10 Permits and Licenses**

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

### **8.11 Relationship of Parties**

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

### **8.12 Contractor's Relationship with Customers**

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

### **8.13 Bankruptcy**

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on or after the day and time the order for relief is entered.

### **8.14 Right to Renegotiate/Amend**

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or city rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.1.17, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of the City and the Contractor.

### **8.15 Force Majeure**

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by Acts of Nature, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact

of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 4.1.7.

#### **8.16 Severability**

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

#### **8.17 Waiver**

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### **8.18 Incorporation of Contractor's Proposal in Response to City's RFP**

The Contractor's Proposal, dated September 25, 2018, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

#### **8.19 Dispute Resolution**

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

#### **8.20 Entirety**

This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

RECOLOGY KING COUNTY INC.

CITY OF MERCER ISLAND

By \_\_\_\_\_  
Michael J. Sangiacomo, President & CEO

By \_\_\_\_\_  
City Manager

Approved as to Form:

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

### **EXHIBITS**

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example
- EXHIBIT E: Commodity Value Calculation

**EXHIBIT A**  
**Service Area**



**Mercer Island  
Streets**

Named Streets	Grid
Allen St	C2
Avalon Dr	J4
Avalon Pl	J4
Barnaby Ln	D5
Benetho Pl	J4
Blackford Ln	H3
Bonney St	F3
Boulevard Pl	D9
Brianwood Ln	C5
Brook Bay Rd	F3
Butterworth Rd	F5
Carol Ln	D4
Cedars East Rd	E5
Crestwood Pl	D5
Dawn Dr	E5
E Lexington	C4
E Shorewood	C4
Eden Ln	H3
El Dorado Beach Club	C5
Evergreen Ln	D3
Faben Dr	A1
Fern Hollow	E5
Fernbrook Dr	D5
Ferncroft Rd	E5
Fernridge Ln	E5
Forest Ave	E3
Fortuna Dr	C5
Freeman Ave	D2
Gallagher Hill Rd	C4
Greenbrier Ln	C5
Hillside Ln	H5
Holly Hill Dr	H2
Holly Ln	D9
Island Heights Ln	J4
Lakeridge Heights	J3
Lakeview Highlands E	G3
Lakeview Ln	J3
Landsdowne Ln	F4
Lewis Ln	I4
Lindley Ln	F4
Maker St	C2
Maple Ln	E4
Meadow Ln	H2
Mercer Terrace Dr	I3
Mercerwood Dr	D5
Merrimount Dr	E3
Mitchell St	G3
Northbrook Ln	G3
Parkside Ln	G4
Parkwood Ridge Rd	F5
Proctor Ln	C1
Ridgecrest Ln	I3
Roanoke Way	A2
Sea Shore Ave	J3
Seashore Dr	J3
Shore Ln	H3
Shoredrift Ln	C2
Shoreclub Dr	D5
Shorewood Dr	B4
Sunset Highway	B3
Tillicum Ln	G3
W Concord	C4
W Mercer Pl	F4
W Ridge Rd	I2
W Shorewood	C4
Wembley Ln	E4
Westwood Ln	I3
Woodbrook Ln	D3



**EXHIBIT B**  
**Contractor Rates**

Exhibit B - Mercer Island Customer Rates					
Monthly Rates Unless Otherwise Specified					
		<b>Pounds</b>			<b>Total</b>
	<b>Service Level</b>	<b>Per</b>	<b>Disposal</b>	<b>Collection</b>	<b>Service</b>
		<b>Unit</b>	<b>Fee</b>	<b>Fee</b>	<b>Rate</b>
<b>Monthly</b>	One 32 gallon Garbage Cart	16.72	\$ 1.36	\$ 9.19	\$ <b>10.55</b>
<b>Weekly</b>	One 19/20-gallon Garbage Cart	9.84	\$ 3.43	\$ 17.76	\$ <b>21.20</b>
<b>Residential</b>	1 32/35-gallon Garbage Cart	16.72	\$ 5.83	\$ 30.23	\$ <b>36.06</b>
<b>Curbside</b>	1 60/64-gallon Garbage Cart	29.51	\$ 10.27	\$ 44.81	\$ <b>55.08</b>
<b>Service</b>	1 90/96-gallon Garbage Cart	44.26	\$ 15.40	\$ 52.99	\$ <b>68.39</b>
	Additional 32 Gallon Cans (weekly svc)	16.72	\$ 5.83	\$ 9.57	\$ <b>15.40</b>
	Extras (32 gallon equivalent)	16.72	\$ 1.36	\$ 2.86	\$ <b>4.22</b>
	<b>Miscellaneous Fees:</b>				
	Extra Compostables (32 gallon bag/bundle/can)			\$ 3.11	\$ <b>3.11</b>
	Second 96-Gallon Compostables Cart (rental only)			\$ 1.55	\$ <b>1.55</b>
	Additional 96-Gallon Compostables Cart (for excess above limit)			\$ 6.21	\$ <b>6.21</b>
	Inclement Weather Extra Make-Up Collection(per event, per commodity)			\$ 14.28	\$ <b>14.28</b>
	Extra Recycle Cart Fee			\$ 1.55	\$ <b>1.55</b>
	Contamination Fee - Carts (per event, charged as provided for in contract)			\$ 20.71	\$ <b>20.71</b>
	Sunken Can Surcharge			\$ 15.53	\$ <b>15.53</b>
	Return Trip			\$ 6.21	\$ <b>6.21</b>
	Roll-out Charge, per 25 ft, per cart, per time			\$ 3.11	\$ <b>3.11</b>
	Drive-in Charge, per month			\$ 6.21	\$ <b>6.21</b>
	Overweight/Oversize container (per p/u)			\$ 3.11	\$ <b>3.11</b>
	Redelivery of one or more containers			\$ 10.36	\$ <b>10.36</b>
	Cart Cleaning (per cart per cleaning)			\$ 10.36	\$ <b>10.36</b>

<b>Weekly</b>	1 Cubic Yard Container	249.00	\$ 100.61	\$ 123.29	\$ 223.90
<b>Commercial</b>	1.5 Cubic Yard Container	373.50	\$ 150.90	\$ 214.85	\$ 365.76
<b>IF Detachable</b>	2 Cubic Yard Container	498.00	\$ 201.20	\$ 306.42	\$ 507.61
<b>Container</b>	3 Cubic Yard Container	747.00	\$ 301.79	\$ 427.66	\$ 729.45
<b>(compact)</b>	4 Cubic Yard Container	996.00	\$ 402.38	\$ 548.92	\$ 951.30
	6 Cubic Yard Container	1,494.00	\$ 603.56	\$ 697.27	\$ 1,300.83
<b>Commercial</b>	1 Cubic Yard, 1 pickup/week	83.00	\$ 33.55	\$ 94.67	\$ 128.21
<b>Detachable</b>	1 Cubic Yard, 2 pickups/week	83.00	\$ 67.08	\$ 198.66	\$ 265.73
<b>Container</b>	1 Cubic Yard, 3 pickups/week	83.00	\$ 100.61	\$ 303.95	\$ 404.56
<b>(loose)</b>	1 Cubic Yard, 4 pickups/week	83.00	\$ 134.14	\$ 406.61	\$ 540.75
	1 Cubic Yard, 5 pickups/week	83.00	\$ 167.67	\$ 510.60	\$ 678.27
	1.25 Cubic Yard, 1 pickup/week	103.75	\$ 41.93	\$ 136.62	\$ 178.55
	1.25 Cubic Yard, 2 pickups/week	103.75	\$ 83.84	\$ 282.56	\$ 366.40
	1.25 Cubic Yard, 3 pickups/week	103.75	\$ 125.75	\$ 428.51	\$ 554.26
	1.25 Cubic Yard, 4 pickups/week	103.75	\$ 167.67	\$ 574.46	\$ 742.12
	1.25 Cubic Yard, 5 pickups/week	103.75	\$ 209.58	\$ 720.39	\$ 929.97
	2 Cubic Yard, 1 pickups/week	166.00	\$ 67.08	\$ 179.53	\$ 246.60
	2 Cubic Yard, 2 pickups/week	166.00	\$ 134.14	\$ 368.34	\$ 502.47
	2 Cubic Yard, 3 pickups/week	166.00	\$ 201.20	\$ 557.19	\$ 758.38
	2 Cubic Yard, 4 pickups/week	166.00	\$ 268.26	\$ 746.01	\$ 1,014.27
	2 Cubic Yard, 5 pickups/week	166.00	\$ 335.32	\$ 934.84	\$ 1,270.16
	3 Cubic Yard, 1 pickup/week	249.00	\$ 100.61	\$ 256.58	\$ 357.19
	3 Cubic Yard, 2 pickups/week	249.00	\$ 201.20	\$ 522.49	\$ 723.69
	3 Cubic Yard, 3 pickups/week	249.00	\$ 301.79	\$ 788.40	\$ 1,090.18
	3 Cubic Yard, 4 pickups/week	249.00	\$ 402.38	\$ 1,054.32	\$ 1,456.70
	3 Cubic Yard, 6 pickups/week	249.00	\$ 502.97	\$ 1,638.03	\$ 2,141.00
	4 Cubic Yard, 1 pickup/week	332.00	\$ 134.14	\$ 333.64	\$ 467.78
	4 Cubic Yard, 2 pickups/week	332.00	\$ 268.26	\$ 676.63	\$ 944.89
	4 Cubic Yard, 3 pickups/week	332.00	\$ 402.38	\$ 1,019.63	\$ 1,422.00
	4 Cubic Yard, 4 pickups/week	332.00	\$ 536.50	\$ 1,362.61	\$ 1,899.11
	4 Cubic Yard, 6 pickups/week	332.00	\$ 670.62	\$ 1,705.60	\$ 2,376.21
	6 Cubic Yard, 1 pickup/week	498.00	\$ 201.20	\$ 487.78	\$ 688.98
	6 Cubic Yard, 2 pickups/week	498.00	\$ 402.38	\$ 984.88	\$ 1,387.26
	6 Cubic Yard, 3 pickups/week	498.00	\$ 603.56	\$ 1,481.98	\$ 2,085.54
	6 Cubic Yard, 4 pickups/week	498.00	\$ 804.74	\$ 1,979.08	\$ 2,783.82
	6 Cubic Yard, 5 pickups/week	498.00	\$ 1,005.92	\$ 2,476.19	\$ 3,482.11
	8 Cubic Yard, 1 pickup/week	664.00	\$ 268.26	\$ 635.16	\$ 903.42
	8 Cubic Yard, 2 pickups/week	664.00	\$ 536.50	\$ 1,279.64	\$ 1,816.14
	8 Cubic Yard, 3 pickups/week	664.00	\$ 804.74	\$ 1,924.14	\$ 2,728.88
	8 Cubic Yard, 4 pickups/week	664.00	\$ 1,072.98	\$ 2,568.64	\$ 3,641.62
	8 Cubic Yard, 5 pickups/week	664.00	\$ 1,341.22	\$ 3,213.11	\$ 4,554.34
	Extra loose cubic yard in container, per pickup	83.00	\$ 7.76	\$ 2.97	\$ 10.73
	Extra loose cubic yard on ground, per pickup	83.00	\$ 7.76	\$ 13.32	\$ 21.08
	<b>Detachable Container Ancillary Fees (per occurrence):</b>				
	Stand-by Time (per minute)			\$ 1.66	\$ 1.66
	Container Cleaning (per yard of container size)			\$ 10.36	\$ 10.36
	Redelivery of Containers			\$ 20.71	\$ 20.71
	Return Trip			\$ 10.36	\$ 10.36

	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge	
<b>Commercial Drop-box Collection</b>	Non-compacted 12 cubic yard Drop-box	\$ 8.00	\$ 79.75	\$ 155.00	\$ 209.90	
	Non-compacted 15 cubic yard Drop-box	\$ 8.00	\$ 79.75	\$ 155.00	\$ 209.90	
	Non-compacted 20 cubic yard Drop-box	\$ 8.00	\$ 111.66	\$ 155.00	\$ 254.73	
	Non-compacted 25 cubic yard Drop-box	\$ 8.00	\$ 127.61	\$ 155.00	\$ 277.08	
	Non-compacted 30 cubic yard Drop-box	\$ 8.00	\$ 143.56	\$ 155.00	\$ 299.45	
	Non-compacted 40 cubic yard Drop-box	\$ 8.00	\$ 159.51	\$ 155.00	\$ 344.22	
	Compacted 10 cubic yard Drop-box			\$ 155.00	\$ 265.35	
	Compacted 15 cubic yard Drop-box			\$ 155.00	\$ 287.73	
	Compacted 20 cubic yard Drop-box			\$ 155.00	\$ 310.10	
	Compacted 25 cubic yard Drop-box			\$ 155.00	\$ 332.50	
	Compacted 30 cubic yard Drop-box			\$ 155.00	\$ 377.25	
	<b>Drop-box Ancillary Fees</b>					<b>Per Event</b>
		Return Trip				\$ 25.89
		Stand-by Time (per minute)				\$ 1.66
	Container cleaning (per yard of container size)				\$ 10.36	
	Drop-box directed to other facility (per one-way mile)				\$ 3.88	
<b>Multifamily Recycling</b>	Surcharge per cubic yard of MF garbage collected			\$ 5.18	\$ 5.18	
		<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Haul Charge</b>	
	<b>Service Level</b>					
<b>Temporary Collection Hauling</b>	2 Yard detachable Container	38.34	\$ 15.50	\$ 131.64	\$ 147.14	
	4 Yard detachable container	76.67	\$ 30.99	\$ 133.94	\$ 164.93	
	6 Yard detachable container	115.01	\$ 46.48	\$ 136.25	\$ 182.73	
	8 Yard detachable container	153.35	\$ 61.97	\$ 138.55	\$ 200.52	
		Non-compacted 10 cubic yard Drop-box				\$ 186.81
		Non-compacted 20 cubic yard Drop-box				\$ 215.55
		Non-compacted 25 cubic yard Drop-box				\$ 244.30
	Non-compacted 30 cubic yard Drop-box				\$ 258.66	
	<b>Service Level</b>		<b>Delivery Fee</b>	<b>Daily Rental</b>	<b>Monthly Rental</b>	
<b>Temporary Collection Container Rental and Delivery</b>	2 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	4 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	6 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	8 Yard detachable container		\$ 83.00	\$ 7.50	\$ 80.00	
	Non-compacted 10 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
<b>Event Services</b>	Non-compacted 20 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
	Non-compacted 30 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
	Non-compacted 40 cubic yard Drop-box		\$ 107.00	\$ 10.00	\$ 125.00	
					<b>Per Day</b>	
	Delivery, provision, collection of a set of 3 carts (G, R & C)				\$ 35.00	
	<b>Service</b>				<b>Per Hour</b>	
<b>Hourly Rates</b>	Rear/Side-load packer + driver				\$ 160.00	
	Front-load packer + driver				\$ 160.00	
	Drop-box Truck + driver				\$ 160.00	
	Additional Labor (per person)				\$ 85.00	
<b>Commodity Value</b>	Commodity Value per Residential/Multi Family Collected Ton				\$ 65.00	



**EXHIBIT C**  
**Recyclable Materials to be Collected**

<b>Aluminum</b> – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
<b>Corrugated Cardboard</b> – All corrugated cardboard boxes	X		All corrugated cardboard boxes placed in or next to recycling Container.	No larger than 3' x 3' in size, larger boxes shall be cut down to size.
<b>Glass Containers</b> – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
<b>Paper</b> – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
<b>Plastic Containers</b> – All plastic bottles, jugs, and tubs.	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
<b>Scrap Metal</b> – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up. Single family only
<b>Tin Cans</b> – All clean food and beverage tin cans and tin lids 3" or larger	X		Place in recycling Container.	
<b>Used Cooking Oil</b>	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.

**EXHIBIT D**  
Fee Modification Examples

The collection and disposal components of the Customer charges listed in Exhibit B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Exhibit B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

**Collection Component Adjustment**

The sum of the collection and Sustainability Adjustments components listed in Exhibit B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[ 1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- Where
- NCC = The new collection and Sustainability Adjustment components, adjusted for excise tax on the Sustainability Adjustment fee, of the customer rate for a particular service level; and
  - PCC = The previous collection and Sustainability Adjustment Fee components, adjusted for excise tax on the Sustainability Adjustment Fee, of the Customer rate for a particular service level; and
  - nCPI = The most recent June CPI value; and
  - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2019.

**Disposal Component Adjustment**

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

**Step 1:**

$$A = ODC \times \frac{NTF}{OTF}$$

**Step 2:**

$$NDC = A + [(A - ODC) \times CETR]$$

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and
  - NTF = The new disposal fee, dollars per ton; and
  - ODC = The old disposal charge component of the customer rate for a particular service level;
  - OTF = The old disposal fee, dollars per ton; and
  - A = Pre-excise tax adjusted disposal component; and
  - CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 32/35-gallon cart rate of \$36.06 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$140 to \$150 per ton starting on January 1, 2021, the old disposal component is \$5.83, and the State Excise Tax rate is 0.015, the January 2021 Customer charge for one 32/35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$30.23 \times \left[1 + \frac{(144.3-143.2)}{(143.2)}\right] = \mathbf{\$30.46}$$

New Disposal Component      Step A calculation (as on previous page):

$$[\$5.83 \times (150/140)] = \$5.76$$

Step B calculation (as on previous page):

$$\$5.76 + [(\$5.83 - \$5.76) \times 0.015] = \mathbf{\$5.76}$$

Thus, the new Customer charge for one 32-gallon cart per week Residential Curbside service will be the **\$30.46** collection component plus the **\$5.76** disposal component, equaling **\$36.22**.

### Sustainability Fee Adjustment

The Contractor’s Customer rates shown in Exhibit B include an embedded Sustainability Adjustment Fee, which may be adjusted from time to time, pursuant to Section 5.2. The initial contract rates have incorporated an Sustainability Adjustment corresponding to a 3.5% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

$$\text{Collection Fee } (\$90.27) + \text{Disposal Fee } (\$33.55) + \text{Sustainability Adjustment Fee and Excise Tax at } 1.5\% \text{ on Sustainability Adjustment Fee } (\$4.40) = \text{Customer rate of } \$128.22$$

In the event the City Sustainability Adjustment Fee is adjusted, the Sustainability Adjustment Fee portion of the Contractor's Customer rates shall be adjusted in a manner that retains the Contractor's underlying compensation to ensure that the Contractor remains whole.

**EXHIBIT E**  
**Commodity Value Calculation**

1. The following methodology will be used to determine the recycling market payment to the City each January under Section 5.3.4.
2. Two waste characterizations of the City's residential Recyclables stream will be conducted each calendar year, one on or about May 1 and the other on or about November 1. Each characterization will measure the percentage by weight of each of the following commodity types in the City's residential Recyclables stream: OCC, Mixed Paper, Mixed Glass, Tin/Steel Cans, Aluminum Cans, Mixed HDPE, Natural HDPE, PET. For each commodity type, the weighted average of the May 1 and November 1 percentages will be used for purposes of calculating the following January's payment.
3. Utilizing the Mill Trade Journal/Recycling Markets publication, a 12-month trailing average of the value of each commodity type will be determined. The following published prices (which correspond to the list of commodity types above) will be used: Old Corrugated Cardboard, Soft Mixed Paper, Green Glass, Steel Cans, Aluminum UBCs, Mixed HDPE, Natural HDPE, PET. The calculation will use the published values for the Pacific Northwest region (or, if unavailable, the West region) over the most recent 12 months for which published data are available at the time of calculation. If the published value is a range, the high point of the range will be used.
4. For each commodity type, the percentage by weight calculated under Step 2 above will be multiplied by the price per ton calculated under Step 3 above. The sum of the resulting dollar values will be the calculated commodity value per ton for the City's recyclable materials for the current year.
5. The calculated commodity value per ton for the current year will be compared to the calculated commodity value per ton for the previous year to determine a percentage increase or decrease. The previous year's per-ton payment amount will be adjusted by such percentage change to arrive at the current year's per-ton payment amount.
6. The current year's per-ton payment amount calculated under Step 5 will be multiplied by the number of tons of Recyclables collected by Contractor from Single-Family Residences and Multi-Family Complex Residences during the calendar year immediately preceding the January payment date. The result is the amount of the annual recycling market payment under Section 5.3.4.
7. The first recycling market payment, due in January 2020, will be determined by multiplying the baseline per-ton payment amount of \$65.00/ton by the number of tons of Recyclables collected by Contractor from Single-Family Residences and Multi-Family Complex Residences during October-December 2019. In addition, the initial calculated commodity value per ton will be calculated in January 2020 based on the 12-month trailing average of published market prices, and the waste characterization conducted in November 2019. This calculated commodity value per ton will be used as the previous year's calculated commodity value when calculating the payment due in in January 2021.

Example DRAFT Calculation Sheet for Mercer Island for January 2020 Recycling Market Payment							
Utilizing Mill Trade Journal Pacific Northwest/West High Number By Commodity							
<b>ALL FIGURES ARE HYPOTHETICAL</b>							
Commodity Type	Waste Characterization Percentage (2018)	Published Commodity Prices (2018)	Calculated Commodity Value (2018)		Waste Characterization Percentage (2019*)	Published Commodity Price (2019)	Calculated Commodity Value (2019)
OCC	17.00%	\$ 70.00	\$ 11.90		17.00%	\$ 79.00	\$ 13.43
Mixed Paper	45.00%	\$ 5.00	\$ 2.25		45.00%	\$ 6.00	\$ 2.70
Mixed Glass	27.50%	\$ 5.00	\$ 1.38		27.50%	\$ 5.50	\$ 1.51
Tin/Steel Cans	3.25%	\$ 80.00	\$ 2.60		3.25%	\$ 82.50	\$ 2.68
Aluminum	1.50%	\$ 1,500.00	\$ 22.50		1.50%	\$ 1,575.00	\$ 23.63
PET	2.00%	\$ 380.00	\$ 7.60		2.00%	\$ 385.00	\$ 7.70
Natural HDPE Plastic	1.75%	\$ 600.00	\$ 10.50		1.75%	\$ 605.00	\$ 10.59
Mixed HDPE Plastic	2.00%	\$ 320.00	\$ 6.40		2.00%	\$ 325.00	\$ 6.50
	<b>100.00%</b>		<b>\$ 65.13 = A</b>		<b>100.00%</b>		<b>\$ 68.74 = B</b>
<b>Percent Change in Calculated Commodity Value</b>			<b>5.55%</b>		<b>= (B - A) / A = C</b>		
<b>Previous Year's Per-Ton Payment Amount</b>			<b>\$ 65.00</b>	per ton	<b>= D</b>		
<b>Current Year's Per-Ton Payment Amount</b>			<b>\$ 68.60</b>	per ton	<b>= D * (1 + C) = E</b>		
<b>Total Residential Tons from City for 2019</b>			<b>3,000</b>	2019 tonnage actuals	<b>= F</b>		
<b>Current Year's Per-Ton Payment Amount</b>			<b>\$ 68.60</b>	per ton	<b>= E (as calculated above)</b>		
<b>Sample Recycling Market Payment to City for January 2020</b>			<b>\$ 205,812.96</b>		<b>= E * F</b>		

\* NOTE: The current and previous year's waste characterization percentages will be the same only for purposes of calculating the January 2020 payment.

## Examples From Mill Trade Journal/Recycling Markets

<b>MILL BUYING PAPERSTOCK PRICES</b>							
Average prices per ton <b>PAID BY MILLS</b> . For Baled, F.O.B. Seller's Dock, Packed to PS-09 standards. ISRI Specifications (PS-09) numbers appear in parentheses. Prices are intended for purposes of <b>REFERENCE ONLY</b> . They do not connote any commitment to sell or buy at the indicated price. Transactions may be completed at any time at a price agreed upon by seller and purchaser.							
	BOSTON	N.Y.	CHL	ATL.	L.A.	S.F.	PACNW
Unprinted SBS (47)	385 - 390	385 - 390	355 - 360	390 - 395	345 - 350	345 - 350	345 - 350
Hard White Envelope Cuttings (31)	455 - 460	455 - 460	425 - 430	435 - 440	425 - 430	425 - 430	415 - 420
Hard White Shavings (30)	435 - 440	435 - 440	400 - 405	445 - 450	395 - 400	395 - 400	395 - 400
Coated Soft White Shavings (28)	285 - 290	285 - 290	280 - 285	280 - 285	285 - 290	285 - 290	285 - 290
White Ledger, Manifold (41)	285 - 290	285 - 280	260 - 265	255 - 260	270 - 275	265 - 270	255 - 260
White Ledger, Post Consumer (40)	280 - 285	280 - 285	255 - 260	250 - 255	275 - 270	260 - 265	245 - 250
Sorted Office Paper (37)	200 - 205	200 - 205	200 - 205	205 - 210	205 - 210	205 - 210	205 - 210
Coated Book Stock (43)	200 - 205	200 - 205	200 - 205	205 - 210	205 - 210	205 - 210	205 - 210
New DLK Cuttings (13)	90 - 95	90 - 95	90 - 95	100 - 105	100 - 105	100 - 105	80 - 85
<b>Old Corrugated Containers (11)</b>	<b>75 - 80</b>	<b>75 - 80</b>	<b>75 - 80</b>	<b>85 - 90</b>	<b>85 - 90</b>	<b>85 - 90</b>	<b>65 - 70</b>
White News Blanks (24)	230 - 235	230 - 235	220 - 225	220 - 225	245 - 250	245 - 250	225 - 230
Old News (6)	40 - 45	40 - 45	30 - 35	40 - 45	80 - 85	80 - 85	70 - 75
Old News De-Ink Quality (8)	80 - 85	80 - 85	75 - 80	85 - 90	85 - 90	85 - 90	85 - 90
Boxboard Cuttings (4)	85 - 90	85 - 90	80 - 85	85 - 90	85 - 90	85 - 90	85 - 90
Old Magazines (10)	90 - 95	90 - 95	85 - 90	90 - 95	90 - 95	90 - 95	90 - 95
<b>Soft Mixed Paper (2)</b>	<b>-5 - 0</b>	<b>-5 - 0</b>	<b>-5 - 0</b>	<b>-5 - 0</b>	<b>0 - 5</b>	<b>0 - 5</b>	<b>0 - 5</b>

Your input and feedback on prices is encouraged. Contact Anna Dutko Rowley, Editor  
Phone: (847) 441-5645, Fax: (847) 441-5652, Email: recycling@nvpublishations.com

<b>THE MARKETPLACE</b>			
The following are prices reportedly being paid by processors for post-consumer recyclables and are intended for purposes of <b>REFERENCE ONLY</b> . They do not connote any commitment to sell or buy at the indicated price and may not include delivery costs. (WSJ = Wall Street Journal)			
<b>FERROUS METALS:</b>			
Steel Cans (\$/long ton)	East	Midwest	West
	<b>\$75 - 80</b>	<b>\$75 - \$80</b>	<b>\$75 - 80</b>
<b>NON-FERROUS</b>			
Copper Scrap (#2 wire, \$/lb)	\$ 2.58 WSJ 9/04/18		
Aluminum UBCs (\$/lb)	East	Midwest	West
	<b>\$.60 - .70</b>	<b>\$.60 - .70</b>	<b>\$.60 - .75</b>
<b>PLASTICS:</b>			
PET, baled (\$/lb)	East	Midwest	West
	up to \$.16	up to \$.16	up to \$.19
Natural HDPE, baled (\$/lb)	up to \$.30	up to \$.30	up to \$.30
Mixed HDPE, baled (\$/lb)	up to \$.16	up to \$.16	up to \$.16
<b>GLASS:</b>			
Green, unprocessed (\$/ton)	East	Midwest	West
	<b>\$0 - 5</b>	<b>\$0 - 5</b>	<b>\$0 - 5</b>
Amber, unprocessed (\$/ton)	\$5 - \$10	\$10 - 15	\$15 - 20
Clear, unprocessed (\$/ton)	\$20 - \$25	\$20 - 25	\$15 - 20



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

**AB 5507  
December 4, 2018  
Regular Business**

<b>2019-2020 FINAL BUDGET ADOPTION</b>	<b>Action:</b> Adopt Ordinance No. 18C-19 (removes spending restrictions on B&O tax and closes Beautification Fund), adopt Ordinance No. 18-18 (approves 2019-2020 Budget), and provide direction to City Manager.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	Finance (Chip Corder)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	<ol style="list-style-type: none"> <li>1. Guiding Principles for Budget Reductions</li> <li>2. MIYFS Foundation Letter (11/21/18)</li> <li>3. Ordinance No. 18C-19 (Removes Spending Restrictions on B&amp;O Tax and Closes Beautification Fund)</li> <li>4. Ordinance No. 18-18 (Adopting 2019-2020 Budget)</li> </ol>
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$ 142,106,702
<b>AMOUNT BUDGETED</b>	\$
<b>APPROPRIATION REQUIRED</b>	\$ 142,106,702

**SUMMARY**

**Changes to 2019-2020 Preliminary Budget**

Staff and Council changes to the 2019-2020 Preliminary Budget were finalized at the November 20, 2018 meeting and are summarized below.

***Revenue Changes***

Description	Fund	2019 Budget	2020 Budget
<b>Changes by Staff:</b>			
Pushed out the Urban Forest Management Plan from 2020 to 2021, resulting in a decrease in King Conservation District grant funding	General		-\$60,000



Description	Fund	2019 Budget	2020 Budget
<b>Changes by Staff (cont'd):</b>			
Updated REET forecast, reducing number of sales from 450 per year in 2019-2020 to 425 per year in 2019-2020	Street	-\$89,700	-\$93,400
	Capital Improvement	-\$110,300	-\$114,600
Increased RCO grant for Luther Burbank Docks project	Capital Improvement	\$70,000	
Corrected interfund transfers from Utility Funds to Technology & Equipment Fund for capital projects	Technology & Equipment	-\$70,000	

### **Expenditure Changes**

Description	Fund	2019 Budget	2020 Budget
<b>Changes by Staff:</b>			
Corrected the cost of the Fiscal Sustainability Plan, which should be \$55,000 (was mistakenly noted as \$45,000 in the Preliminary Budget)	General	\$10,000	
Pushed out the Urban Forest Management Plan from 2020 to 2021	General		-\$160,000
Pushed out Park Impact Fee Review from 2020 to 2021	General		-\$15,000
Increased Luther Burbank Docks project budget in 2019 for design and engineering from \$130,000 to \$261,000	Capital Improvement	\$131,000	
Corrected Luther Burbank Shoreline Improvements project budget in 2019 from \$265,000 to \$55,000 (phase 3, which amounts to \$210,000, is unfunded)	Capital Improvement	-\$210,000	
Corrected Network Communications Infrastructure project budget in 2019-2020 from \$365,000 to \$145,000 (\$220,000 of this project is unfunded)	Technology & Equipment	-\$170,000	-\$50,000
<b>Changes by Council:</b>			
Restored Patrol Officer (funding sources noted below)	General	\$58,621	\$126,648
Eliminated Recreation Specialist (funding source for restoring Patrol Officer)	General	-\$81,597	-\$83,957
Reduced interfund transfer from General Fund to YFS Fund (funding source for restoring Patrol Officer)	General	-\$46,000	-\$91,000
Eliminated interfund transfer from YFS Fund to Capital Improvement Fund for Thrift Shop capital repairs (will be funded by REET instead)	YFS	-\$46,000	-\$91,000
Reduced Open Space Management project budget for 2019-2020 from \$1,485,000 to \$1,112,800	Capital Improvement	-\$182,500	-\$189,700

## **Other Council Direction**

At the November 20, 2018 meeting, the Council directed staff to reduce the amount of one-time resources used to balance the 2019-2020 General Fund budget from \$2.0 million to \$800,000. As part of this change, the Mayor provided the following guidance:

- The City is at the beginning of defining a “new normal” given the failure of Proposition 1.
- There can be nothing sacred in terms of cuts and measures considered by the Council because the projected deficits in 2021-2022 are significantly greater.
- The Council is committed to providing a path forward for future Councils and beginning the process of transitioning to new lower levels of service. This path will not excuse the current Council from making difficult decisions now.
- The City will use the Financial Sustainability Plan, which will be kicked off on December 18, 2018, to guide the Council and staff in making difficult decisions regarding service levels in 2019-2020.

Besides the above guidance, the staff has drafted “Guiding Principles for Budget Reductions,” which are attached as Exhibit 1. The Guiding Principles are designed to provide high level guidance for the staff when preparing recommendations for the Council’s consideration. In addition, for the staff who may be impacted by these changes, the Guiding Principles helps to frame decision-making in a transparent way. Staff would like to review this with the Council.

## **New Development**

Following the November 20, 2018 meeting, the Council received a letter from Jody Kris, Board President of the Mercer Island Youth & Family Services Foundation, which is attached as Exhibit 2. The Foundation has pledged to provide the funding needed to restore the Geriatric Specialist from half-time to full-time status in 2019-2020. In addition, the Foundation will work towards identifying funding to restore the Elementary School Counselor reductions in 2019-2020. It should be noted that the funding solution offered by the Foundation is temporary, maintaining these YFS services through 2020 only. If the Council is agreeable to this change, staff will return to the Council in the first half of 2019 with the appropriate budget adjustments.

## **Council Actions**

To help balance the General Fund budget, the 2019-2020 Preliminary Budget assumes that the current spending restrictions on B&O tax are removed and that the Beautification Fund is closed. To accomplish this, Ordinance No. 18-19 is attached as Exhibit 3.

Finally, the 2019-2020 Budget, which amounts to \$142,106,702, is contained in Ordinance No. 18-18, which is attached as Exhibit 4.

## **RECOMMENDATION**

### *Finance Director*

- MOVE TO:
1. Suspend the City Council Rules of Procedure 6.3, requiring a second reading for an ordinance.
  2. Adopt Ordinance No. 18C-19, which removes the spending restrictions on B&O tax and closes the Beautification Fund.
  3. Adopt Ordinance No. 18-18, which encompasses the biennial budget for the City of Mercer Island, Washington for fiscal years 2019-2020.
  4. Direct the City Manager to develop a plan to reduce the amount of one-time resources used to balance the 2019-2020 General Fund budget by \$1.20 million following the Guiding Principles for Budget Reductions, which is attached as Exhibit 1 to this agenda bill, and to present this plan to the Council at its Mini-Planning Session in June 2019.

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## **Guiding Principles for Budget Reductions**

1. The provision of operating services should reflect the priorities of the community and the direction of the City Council.
2. Reductions will be strategic and “surgical.” Across-the-board cuts result in spreading scarce resources in broad, unfocused ways.
3. The quality of programs necessary to meet mandatory and essential services should be maintained.
4. Reductions in support and administrative functions should correspond to reductions in operating programs.
5. Manage risk and the ability to meet legal requirements when making reductions.
6. In setting priorities, reductions made to programs may impact some departments more than others.
7. Fee-based cost recovery should be considered for programs that primarily provide individual benefit, as opposed to broad community benefit that is for the “greater good.”
8. Consideration should be given to cost-saving measures such as reduced operating hours and other actions that may preserve funding for essential services.
9. Service reductions or changes must be sustainable.
10. Alternative service delivery options will be explored when feasible.
11. Resources that are not legally constrained should first be used for providing operating services, then for capital needs.
12. Resources will be dedicated to the maintenance of current city assets and infrastructure before adding new assets.
13. Look for opportunities to engage employees in the decision-making process
14. Provide timely and clear information to employees impacted by budget reductions so they may prepare as early as possible to transition out of the organization.
15. When practical, staffing reductions will be made through attrition; every effort will be made to reassign staff responsible for terminated programs/services to other related work duties.
16. Continue to use technology to increase efficiencies.
17. When practical, seek budget neutral ways to utilize volunteers without compromising quality or integrity of services.



**MERCER ISLAND  
YOUTH & FAMILY SERVICES  
FOUNDATION**

November 21, 2018

Board of Directors

Jody Kris,  
President  
Jon Conratt,  
Vice President  
Virginia Pedreira,  
Secretary  
Anjali Grover,  
Treasurer  
  
Pam Hinnen  
Lisa Katsman  
Mai Krishnaswamy  
Laura Oberto  
Jennifer Pawlosky  
Barbara Potashnick  
Barbra Richardson  
Jim Schwab  
Ken Urman  
Mina Velamoor  
Chris Woerner

To Mercer Island City Council,

The Mercer Island Youth and Family Services Foundation, a 501(c)(3) nonprofit, has for nearly 30 years provided funding to support the Mercer Island YFS City Department's social service programs. As the Foundation matured, it provided ten percent of the MIYFS Department's budgeted expenses. The Foundation has also raised money to establish reserves to anticipate economic downturns and, in the last 5-6 years, raised enough to award MIYFS "over and above" funding for significant emergent needs that were not anticipated, nor included, in the biennial budget cycles. Such emergent needs in the past have included funding of a second, half-time licensed counselor, a community needs assessment to identify growing areas of concern, purchase of a box truck for the Thrift Store to accept large, high value donations and much more.

At the City Council meeting on November 20, 2018, the City Council provisionally approved a 2019-2020 biennial budget including the following cuts to the MIYFS Department - (1) one elementary school counselor beginning in Fall of 2019 and another elementary counselor in 2020, reducing onsite mental health coverage at each elementary school from full to half time; (2) reduction of the geriatric counselor from full to half time; and (3) reduction of an administrative assistant from full to half time. The overall savings from these staged cuts is \$120,006 in 2019 and \$210,902 in 2020. At the meeting, the Council also approved an additional \$1.2M in budget cuts from the overall City budget. It is reasonable to believe that some of those additional cuts will affect MIYFS Department services as well, but the Foundation will not know the specifics until the City staff recommends areas for additional cuts.

The Foundation Board had already earmarked funds to be used for emergent needs beginning in 2019, including the following:

- Continuing to fund a second half-time licensed mental health counselor at IMS
- Adding a half-time high intensity case manager to coordinate care for the most challenged clients
- Increasing the Healthy Youth Coordinator from half to full time to address vaping and other substance use issues
- Funding a .25 senior community outreach organizer to help connect seniors with services
- Increasing need-based emergency assistance funding

Cynthia Goodwin  
Director

Sari Weiss  
Development Officer

Based on discussions with the MIYFS Department Director, retention of the geriatric counselor and the elementary school counselors are of higher priority than expanding services in the enumerated areas.

It is with a heavy heart that we make the decision to forego the opportunity to provide more optimal social services to our population and to redirect this funding to sustain current baseline services. The Foundation is not in a financial position to provide funding – even in the short term – to cover all of the proposed biennial cuts from the MIYFS Department budget, assuming the Department will absorb a share of the additional \$1.2M unspecified cuts. Given the immediate need for continuity in Senior Services, the Foundation pledges immediately to fund \$107,734 to restore the geriatric counselor to a full time position in 2019-2020. In addition, the Foundation will, as requested by the City Council, confer with other Island institutions to establish a plan for maintaining continuity of the elementary school counselors through 2020, the total cost of which is \$156,367, and beyond. The proposed cuts in counselors will not occur until June 2019, so we have a short window of time to make a plan to fund those counselors until a long term solution can be crafted. We do so mindful that the uncertainty faced by the staff in those positions may cause them to seek alternative employment to the great detriment of our community and will proceed with haste. We also note that MIYFS Department priorities may shift depending on the final list of cuts for the biennium.

The Foundation stresses to the City and its residents that the Foundation cannot be the sole funder of these eliminated positions past 2020 without massively increasing the amount of funds it raises from its donors. The current Foundation donor base is a relatively small percentage of the Island population that benefits from these services and generous as they are, it is asking a lot for them to shoulder the entire burden. A long term solution for funding the social services that the community values ideally requires broad support from the taxpayers or in lieu of that, stepped up contributions from private donors and/or partnership institutions. The Foundation's resolve is buoyed by our faith in the community's understanding of the value of YFS services as well as its generosity. We believe that bridging the gap in funding, to the extent possible, over the next two years is the right course of action for the time being and urge the City Council to achieve popular consensus on a comprehensive financing solution that preserves all of our quality MIYFS services into the future.

Jody Kris,

Board President

Mercer Island Youth & Family Services Foundation

**CITY OF MERCER ISLAND  
ORDINANCE NO. 18C-19**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON  
REPEALING MERCER ISLAND CITY CODE SECTION 4.40.020,  
BEAUTIFICATION FUND; REMOVING RESTRICTIONS ON BUSINESS  
AND OCCUPATION TAX REVENUES COLLECTED PURSUANT TO  
CHAPTER 4.10 MICC; AND CLOSING THE BEAUTIFICATION FUND.**

WHEREAS, the Mercer Island City Code (MICC) establishes in the city treasury a special fund to be known and designated as the “beautification fund;” and

WHEREAS, restrictions on how tax revenues collected by the city pursuant to chapter 4.10 MICC (Business and Occupation Tax) can be expended are established by chapter 4.40.020; and

WHEREAS, the Mercer Island City Council authorized the City Manager to propose a 2019-2020 biennial budget that used the beautification fund’s available cash balance and future tax revenues collected pursuant to chapter 4.10 MICC (Business and Occupation Tax) to help balance the General Fund budget; and

WHEREAS, the 2019-2020 proposed biennial budget assumes the tax revenues collected pursuant to chapter 4.10 MICC (Business and Occupation Tax) are an unrestricted general-purpose tax to be deposited to the General Fund;

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

**Section 1:**     **Repeal of Mercer Island City Code Section 4.40.020.** MICC Section 4.40.020, Beautification Fund, is hereby repealed in its entirety, as shown below.

**~~4.40.020 Beautification fund.~~**

~~A. There is established in the city treasury a special fund to be known and designated as the “beautification fund.”~~

~~B. There shall be deposited into this fund all tax revenues collected by the city pursuant to Chapter 4.10 MICC, except registration fees, penalties and interest.~~

~~C. There shall be paid from this fund expenditures relating to beautification of the city for the following and related purposes as determined by the city council:~~

~~1. Installation and maintenance of landscaping including plants and other landscape materials on public property or easements;~~

~~2. Acquisition, operation and/or maintenance of any building, facility, property or easement for park, recreation or open space purposes;~~

- ~~3. Undergrounding of power lines and lighting facilities for the operation and maintenance thereof on public property or easements;~~
- ~~4. Promotion and support of a central business district revitalization program;~~
- ~~5. The promotion, support, acquisition and installation of public art on public property or easements;~~
- ~~6. Acquisition or leasing of parking spaces for Mercer Island residents for the purpose of providing additional parking;~~
- ~~7. Enforcement of parking restrictions, providing signage related to parking, providing permits and any other expenses related to parking restrictions; and~~
- ~~8. All expenses, including, but not limited to, professional fees, printing and publishing incurred in connection with the above-listed purposes. (Ord. 13C-10 § 1; Ord. 03C-02 § 1; Ord. 01C-13 § 1; Ord. A-72 § 2, 1988; Ord. 495 § 6, 1980. Formerly 4.40.140 – 4.40.160). Adoption of amendments to Titles 17 and 19 of the Mercer Island City Code. The amendments to the Mercer Island City Code as set forth in Attachment “A” to this ordinance are hereby adopted.~~

**Section 2:**     **Severability.** If any section, sentence, clause or phrase of this Ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this Ordinance or the amended code section.

**Section 3:**     **Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 4:**     **Effective Date.** This Ordinance shall take effect and be in force 5 days after its passage and publication.



PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the 4th day of December 2018 and signed in authentication of its passage.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Debbie Bertlin, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Kari L. Sand, City Attorney

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

Date of Publication: \_\_\_\_\_

**CITY OF MERCER ISLAND  
ORDINANCE NO. 18-18**

**AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF  
MERCER ISLAND, WASHINGTON FOR THE YEARS 2019-2020  
AND SETTING FORTH IN SUMMARY FORM THE BIENNIAL  
TOTALS OF ESTIMATED REVENUES AND EXPENDITURES FOR  
EACH FUND.**

**WHEREAS**, state law (specifically, chapter 35A.33 RCW) requires the City to adopt a biennial budget and provides procedures for the filing of an adopted budget, deliberations, public hearings, and final fixing of the budget; and

**WHEREAS**, a preliminary budget for the 2019-2020 biennium has been prepared and filed with the City Clerk as required by law; and

**WHEREAS**, public hearings have been held for the purposes of fixing the final budget, and the City Council has deliberated and made adjustments and changes deemed necessary and proper;

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

**Section 1. 2019-2020 Budget Adoption**

The 2019-2020 Final Budget for the City of Mercer Island, covering the period from January 1, 2019 through December 31, 2020, is hereby adopted. A copy of said budget will be on file with the City Clerk by January 31, 2019 and, by this reference, is hereby incorporated herein as if set forth in full.

**Section 2. Summary of Revenues and Expenditures**

The biennial totals of estimated revenues, including appropriated beginning fund balances, and expenditures for each separate fund are set forth in the table on the next page, and are hereby appropriated for the 2019-2020 biennium:

<b>Fund No.</b>	<b>Description</b>	<b>2019-2020 Revenues</b>	<b>2019-2020 Expenditures</b>
001	General Fund	\$ 65,354,707	\$ 65,246,221
037	Self Insurance Fund	20,000	20,000
061	Youth Service Endowment Fund	7,000	7,000
	<b>Subtotal General Purpose Funds</b>	<b>\$ 65,381,707</b>	<b>\$ 65,273,221</b>
104	Street Fund	\$ 6,777,685	\$ 6,777,685
108	Transportation Benefit District	-	-
112	Criminal Justice Fund	-	-
117	Beautification Fund	-	-
130	Contingency Fund	1,676,852	1,035,704
140	1% For the Arts Fund	36,000	30,000
160	Youth and Family Services Fund	5,742,109	5,714,419
	<b>Subtotal Special Revenue Funds</b>	<b>\$ 14,232,646</b>	<b>\$ 13,557,808</b>
208	Bond Redemption (Voted)	\$ -	\$ -
239	Bond Redemption (Non-Voted)	1,681,500	1,681,500
	<b>Subtotal Debt Service Funds</b>	<b>\$ 1,681,500</b>	<b>\$ 1,681,500</b>
342	Town Center Parking Facilities	\$ 139,930	139,930
343	Capital Improvement Fund	6,221,562	5,590,101
345	Technology and Equipment Fund	962,500	927,000
350	Capital Reserve Fund	-	-
	<b>Subtotal Capital Project Funds</b>	<b>\$ 7,323,992</b>	<b>\$ 6,657,031</b>
402	Water Fund	\$ 25,220,857	\$ 21,355,580
426	Sewer Fund	24,051,523	22,392,259
432	Storm Water Fund	5,282,325	5,282,325
	<b>Subtotal Enterprise Funds</b>	<b>\$ 54,554,705</b>	<b>\$ 49,030,164</b>
503	Equipment Rental Fund	\$ 3,913,229	\$ 3,187,937
520	Computer Equipment Fund	2,880,618	2,536,041
	<b>Subtotal Internal Service Funds</b>	<b>\$ 6,793,847</b>	<b>\$ 5,723,978</b>
606	Firemen's Pension Fund	\$ 183,000	\$ 183,000
	<b>Subtotal Trust Funds</b>	<b>\$ 183,000</b>	<b>\$ 183,000</b>
<b>TOTALS</b>		<b>\$ 150,151,397</b>	<b>\$ 142,106,702</b>

**Section 3. Budget Policies**

The Budget Policies as included in the 2019-2020 Final Budget are hereby approved and incorporated herein by reference. The City Council established a new budget policy, Fiscal Sustainability, directing the City Manager to develop a plan to reduce the amount of one-time resources used to balance the 2019-2020 General Fund budget by \$1.20 million following the Guiding Principles for Budget Reductions, which are set forth in the new budget policy, and to present this plan to the City Council at its Mini-Planning Session in June 2019.

**Section 4. Capital Improvement Projects**

The Capital Improvement Projects nominated for 2019-2020 and described in detail in the Capital Improvement Program section of the 2019-2020 Final Budget are hereby approved as presented.

**Section 5. Filing of Ordinance**

A complete copy of the 2019-2020 Final Budget, as adopted, together with a certified copy of the adopting ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

**Section 6. Severability.**

If any section, sentence, clause or phrase of this Ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 7. Effective Date**

This Ordinance shall take effect five days after passage and publication in the official newspaper of the City as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND,  
WASHINGTON, AT ITS REGULAR MEETING ON THE 4<sup>TH</sup> DAY OF DECEMBER,  
2018.

CITY OF MERCER ISLAND

---

Debbie Bertlin, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

\_\_\_\_\_  
Kari L. Sand, City Attorney

Date of Publication: \_\_\_\_\_



# PLANNING SCHEDULE

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

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

DECEMBER 4 (Noticed 10/10 and 10/17)		DUE TO:	11/23 D/P	11/26 FN	11/26 CA	11/27 Clerk
ABSENCES:						
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>EXECUTIVE SESSION (5:00 pm)</b>						
60	Executive Session to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 60 minutes.					
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB 5505: Solid Waste Contract Discussion		Jason Kintner		Julie	
<b>SPECIAL BUSINESS (7:00 pm)</b>						
10	AB 5506: Mercer Island Library Board Recognition		Diane Mortenson		Ali	
<b>APPEARANCES</b>						
<b>CONSENT CALENDAR</b>						
--	AB 5503: Interlocal Agreement with NORCOM for iBASE Crime Analysis Application		Jeff Magnan		Ali	
--	AB 5511: First Amendment to the Purchase and Sale Agreement with Twenty-Four Eleven, LLC to develop long-term transit commuter parking in the Town Center.		Julie Underwood		Ali	
--	AB 5512: First Amendment to Purchase and Sale Agreement with Parkway Management Group to develop long-term transit commuter parking in the Town Center.		Julie Underwood		Ali	
<b>REGULAR BUSINESS</b>						
15	AB 5472: Code Amendment to Update School Impact Fees (1 <sup>st</sup> Reading and Adoption)		Bio Park		Ali	
30	AB 5508: Approve New Solid Waste Contract		Jason Kintner		Julie	
30	AB 5507: 2019-2020 Final Budget Adoption		Chip Corder		Julie	

DECEMBER 6 (SPECIAL MEETING, THURSDAY, 6:00 PM)		DUE TO:	12/7 D/P	12/10 FN	12/10 CA	12/11 Clerk
PACKET AVAILABLE <a href="#">December 3</a> ; Noticed 11/28						
ABSENCES:						
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>APPEARANCES</b>						
<b>SPECIAL BUSINESS</b>						
45	AB 5509: City Council Vacancy, Position No. 4 - Candidate Speeches		Deb Estrada		Julie	
<b>EXECUTIVE SESSION</b>						
	Executive Session to discuss qualifications of an applicant/candidate for appointment to elective office pursuant to RCW 42.30.110(1)(h).					

DECEMBER 11 (SPECIAL MEETING, 6:00 PM)		DUE TO:	11/30 D/P	12/3 FN	12/3 CA	12/4 Clerk
Noticed 11/28 & 12/5						
ABSENCES:						
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>APPEARANCES</b>						
<b>SPECIAL BUSINESS</b>						

15	City Council Position 4 Vacancy: Appointment	Deb Estrada	Ali
90	Joint Meeting with Planning Commission	Evan Maxim	Julie

DECEMBER 18 ABSENCES:		DUE TO:	12/7 D/P	12/10 FN	12/10 CA	12/11 Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>EXECUTIVE SESSION (6:00-7:00 pm)</b>						
60	Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for one hour					
<b>SPECIAL BUSINESS (7:00 pm)</b>						
10	Swearing-In of New Councilmember (Position 4 Appointment)		Deb Estrada		Ali	
<b>APPEARANCES</b>						
<b>CONSENT CALENDAR</b>						
--	Bid Award: SE 22 <sup>nd</sup> Street Water System Improvements Project		Rona Lin			
--	General Sewer Plan Adoption		Anne Tonella-Howe			
<b>REGULAR BUSINESS</b>						
30	Fiscal Sustainability Plan		Julie Underwood		Ali	
30	Boards & Commissions Council Committee Recommendations and Boards & Commissions Code Amendments (1 <sup>st</sup> Reading)		Ali Spietz		Julie	
15	3rd Quarter 2018 Financial Status Report & Budget Adjustments		Chip Corder		Julie	
30	Authorize the City Manager to Enter into an Exclusive Negotiation Agreement for the Proposed Commuter Parking & Mixed-Use Project		Julie Underwood		Ali	

# 2019

<b>JANUARY 2 (WEDNESDAY)</b>						
CANCELED by Council Vote						

JANUARY 15 ABSENCES:		DUE TO:	1/4 D/P	1/7 FN	1/7 CA	1/8 Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	Aubrey Davis Master Plan Update		Jessi Bon/Paul West		Julie	
<b>SPECIAL BUSINESS (7:00 pm)</b>						
5	AB xxxx: Martin Luther King Jr. Day Proclamation					
<b>APPEARANCES</b>						
<b>CONSENT CALENDAR</b>						
--	Boards & Commissions Code Amendments (2 <sup>nd</sup> Reading & Adoption)		Ali Spietz		Julie	
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
30	City Council Rules of Procedures Amendments		Deb Estrada		Ali	

30	Sustainability Plan Update	Ross Freeman	Ali
60	First/Last Mile Solutions: Rideshare Pilot Next Steps	Kirsten Taylor	Julie
<b>EXECUTIVE SESSION</b>			
	<b>Tentative</b> - Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g) for one hour		

<b>FEBRUARY 1 (FRIDAY) – 2:30 PM-5:30 PM</b>			
ABSENCES:			
	<b>2018 Planning Session (TBD)</b>		

<b>FEBRUARY 2 (SATURDAY) – 8:30 AM-5:30 PM</b>			
ABSENCES:			
	<b>2018 Planning Session (TBD)</b>		

<b>FEBRUARY 5</b>	<b>DUE TO:</b>	<b>1/25 D/P</b>	<b>1/28 FN</b>	<b>1/28 CA</b>	<b>1/29 Clerk</b>
ABSENCES:					
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>					
<b>SPECIAL BUSINESS (7:00 pm)</b>					
	AB xxxx: Black History Month Proclamation				
<b>CONSENT CALENDAR</b>					
<b>PUBLIC HEARING</b>					
<b>REGULAR BUSINESS</b>					
	King County Comprehensive Solid Waste Management Plan		Jason Kintner		
<b>EXECUTIVE SESSION</b>					

<b>FEBRUARY 19</b>	<b>DUE TO:</b>	<b>2/8 D/P</b>	<b>2/11 FN</b>	<b>2/11 CA</b>	<b>2/12 Clerk</b>
ABSENCES:					
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>					
<b>SPECIAL BUSINESS (7:00 pm)</b>					
<b>CONSENT CALENDAR</b>					
<b>PUBLIC HEARING</b>					



<b>REGULAR BUSINESS</b>					
<b>EXECUTIVE SESSION</b>					

<b>MARCH 5</b> ABSENCES:			<b>DUE TO:</b>	<b>2/22 D/P</b>	<b>2/25 FN</b>	<b>2/25 CA</b>	<b>2/26 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>							
<b>SPECIAL BUSINESS (7:00 pm)</b>							
	AB xxxx: Women’s History Month & International Women’s Day Proclamation						
<b>CONSENT CALENDAR</b>							
<b>PUBLIC HEARING</b>							
<b>REGULAR BUSINESS</b>							
<b>EXECUTIVE SESSION</b>							

<b>MARCH 19</b> ABSENCES:			<b>DUE TO:</b>	<b>3/8 D/P</b>	<b>3/11 FN</b>	<b>3/11 CA</b>	<b>3/12 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>							
<b>SPECIAL BUSINESS (7:00 pm)</b>							
<b>CONSENT CALENDAR</b>							
<b>PUBLIC HEARING</b>							
<b>REGULAR BUSINESS</b>							
<b>EXECUTIVE SESSION</b>							

<b>APRIL 2</b> ABSENCES:			<b>DUE TO:</b>	<b>3/22 D/P</b>	<b>3/25 FN</b>	<b>3/25 CA</b>	<b>3/26 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>	

<b>STUDY SESSION (6:00-7:00 pm)</b>			
<b>SPECIAL BUSINESS (7:00 pm)</b>			
	AB xxxx: Sexual Assault Awareness Month Proclamation		
<b>CONSENT CALENDAR</b>			
<b>PUBLIC HEARING</b>			
<b>REGULAR BUSINESS</b>			
<b>EXECUTIVE SESSION</b>			

<b>APRIL 16</b>		<b>DUE</b>	<b>4/5</b>	<b>4/8</b>	<b>4/8</b>	<b>4/9</b>
<b>ABSENCES:</b>		<b>TO:</b>	<b>D/P</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
	AB xxxx: Earth Day Proclamation					
	AB xxxx: Volunteer Appreciation Week Proclamation					
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>MAY 7</b>		<b>DUE</b>	<b>4/26</b>	<b>4/29</b>	<b>4/29</b>	<b>4/30</b>
<b>ABSENCES:</b>		<b>TO:</b>	<b>D/P</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
	AB xxxx: Building Safety Month Proclamation					
<b>CONSENT CALENDAR</b>						

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

<b>MAY 21</b> ABSENCES:		<b>DUE TO:</b>	<b>5/10 D/P</b>	<b>5/13 FN</b>	<b>5/13 CA</b>	<b>5/14 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB xxxx: Sound Transit Park-and-Ride Parking Permit Program			Kirsten Taylor		Ali
<b>SPECIAL BUSINESS (7:00 pm)</b>						
	AB xxxx: Safe Boating and Paddling Week Proclamation					
	AB xxxx: Public Works Week Proclamation					
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>JUNE 4</b> ABSENCES:		<b>DUE TO:</b>	<b>5/24 D/P</b>	<b>5/27 FN</b>	<b>5/27 CA</b>	<b>5/28 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>JUNE 18</b> ABSENCES:		<b>DUE TO:</b>	<b>6/7 D/P</b>	<b>6/10 FN</b>	<b>6/10 CA</b>	<b>6/11 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>JULY 2</b> ABSENCES:		<b>DUE TO:</b>	<b>6/21 D/P</b>	<b>6/24 FN</b>	<b>6/24 CA</b>	<b>6/25 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
AB xxxx: Parks & Recreation Month & Summer Celebration Proclamation						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>JULY 16</b> ABSENCES:		<b>DUE TO:</b>	<b>7/5 D/P</b>	<b>7/8 FN</b>	<b>7/8 CA</b>	<b>7/9 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
AB xxxx: National Night Out Proclamation						

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

**Tentative Special Meeting January 28 in lieu of January 2 (Wednesday)**

**OTHER ITEMS TO BE SCHEDULED:**

- Parks Waterfront Structures Long-Term Planning – P. West
- Land Conservation Work Plan Update – A. Sommargren
- Open Space Vegetation Management – A. Sommargren
- Parks & Recreation Commission & Charter – J. Bon
- Citizen of the Year Criteria – A. Spietz
- Cybersecurity Presentation – M. Kaser
- Comprehensive Mobility Plan (ST Settlement) – K. Taylor
- Sound Transit Park-and-Ride Parking Permit Program
- Developer Selection for Transit Commuter Parking and a Public-Private, Mixed-Use Development Project on the Tully’s/Parcel 12 Site

**MISD BOARD JOINT MEETING DATES:**

- Tuesday, December 11, 2018 (Joint meeting with Planning Commission)
- Thursday, April 25, 2019

## **ANNUAL (ROUTINE) ITEMS:**

### **Council/City Manager:**

- Legislative Agenda (Q3 & Q4)
- City Council Annual Planning Session (Q1)
- Adoption of City Council Goals (Q2)
- Mini-Planning Session (Q2)
- Sustainability Update (Q1 & Q3)

### **Development Services Group:**

- ARCH Budget and Work Program (Q1)
- ARCH Trust Fund Recommendations (Q1)
- Comprehensive Plan Amendments (Q4)
- Comprehensive Plan Docket (Q4)

### **Finance/Budget:**

- Every Year:
  - General Fund & REET Surplus Disposition (Q2)
  - Mercer Island Report Card (Q3)
  - 4th Quarter Financial Status Report & Budget Adjustments (Q2)
  - 1st Quarter Financial Status Report & Budget Adjustments (Q2)
  - 2nd Quarter Financial Status Report & Budget Adjustments (Q3)
  - 3rd Quarter Financial Status Report & Budget Adjustments (Q4)
- Odd Years:
  - Mid-Biennial Budget Review (3rd Quarter Financial Status Report & Budget Adjustments, Utility Rates, and Property Tax Levy) (Nov Mtg)
- Even Years:
  - Capital Improvement Program (CIP) Budget Kick-Off (2nd Mar Mtg)
  - Operating Budget Kick-Off (Mini-PS)
  - Proposed Budget: Presentation & Distribution (1st Oct Mtg)
  - Proposed Budget: Operating Budget Review (2nd Oct Mtg)
  - Proposed Budget: Capital Improvement Program Review (1st Nov Mtg)
  - Proposed Budget: Finalize Changes & Adopt Tax Ordinances and Fee Resolutions (2nd Nov Mtg)
  - Final Budget Adoption (1st Dec Mtg)

### **Fire Department:**

- Summer Celebration Fireworks Display Permit (Q2)

### **Human Resources:**

- Police & Police Support Collective Bargaining Agreements
- Fire Collective Bargaining Agreement
- AFSCME Collective Bargaining Agreement

### **Parks & Recreation:**

- Arts Council Annual Report and Work Plan (Q2)
- Open Space Conservancy Trust Board Annual Report and Work Plan (Q2)

### **Public Works:**

- Bid Awards & Project Close-Outs
- Public Hearing: Preview of 6-Year Transportation Improvement Program (Q2)
- Adoption of 6-Year Transportation Improvement Program (Q2)

### **Youth & Family Services:**

- Interlocal Agreement with MISD for School Mental Health Counselors (Q3)

### **Proclamations**

- Martin Luther King Jr. Day (1st Jan)
- Black History Month (1st Feb)
- Women’s History Month & International Women’s Day (1st Mar)
- Sexual Assault Awareness Month (1st Apr)
- Earth Day (2nd Apr)
- Volunteer Appreciation Week (2nd Apr)
- Building Safety Month (1st May)
- Safe Boating and Paddling Week (2nd May)
- Public Works Week (2nd May)
- Parks and Recreation Month & Summer Celebration! (1st Jul)
- National Night Out (2nd Jul)
- Women’s Equality Day (1st Aug)
- National Recovery Month (1st Sep)
- National Preparedness Month (1st Sep)
- Mayor’s Day of Concern for the Hungry (1st Sep)
- Peace Day on Mercer Island (September 18)
- Domestic Violence Action Month (1st Oct)
- National Community Planning Month (1st Oct)
- Veteran’s Day (1st Nov)