



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

**AB 5436
June 5, 2018
Study Session**

KING COUNTY METRO ROUTES 201/204 SERVICE CHANGES AND COMMUNITY CONNECTIONS PROGRAM PERFORMANCE UPDATES	Action: Receive report. No action required.	<input checked="" 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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DEPARTMENT OF	City Manager (Kirsten Taylor)
COUNCIL LIAISON	n/a
EXHIBITS	1. King County Metro Presentation Deck 2. Draft Rider Survey for Route 201/204 Proposed Service Change
2018-2019 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

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

SUMMARY

King County Metro staff, Service Planning Supervisor Katie Chalmers and Community Connections Program Manager Cathy Snow, will present information regarding King County Metro route 201/204 service changes and provide an update on the Community Connections Program on Mercer Island.

KING COUNTY METRO SERVICE CHANGES

In March 2018 King County Metro staff notified the City that Metro route #201 bus service will be discontinued in March 2019 due to low ridership (see Exhibit 1). Metro staff propose that the discontinued service hours be redistributed on Mercer Island to provide Saturday Metro route #204 service as requested via a rider petition organized by Mercer Island resident Vicki Rouillard and signed by 69 route #204 riders. The petition was collected in summer 2017 and provided to King County Councilmember Claudia Balducci and the City Council in September 2017. Details of the changed route #204, including potential change in size of bus, route frequency, etc. will be provided by King County Metro staff.

King County Metro staff will be soliciting responses to the Rider Survey for Route 201/204 Proposed Service Change on the Mercer Island bus routes as well as online (see Exhibit 2).

KING COUNTY COMMUNITY CONNECTIONS PROGRAM UPDATES

The 630 Community Shuttle was created in June 2015 as a two-year pilot program to address significant 2014 bus service reductions. The successful Pilot Program was extended for an additional two-year period

and is currently funded and scheduled through March 22, 2019. As this pilot project draws to a close, Metro staff will discuss options for continuing the #630 route as a regular line of service.

Metro staff will also discuss performance metrics for the TripPool pilot project that has been promoted on Mercer Island since May 2016. TripPool is a King County Metro pilot program that encourages commuters to share the ride to local park & rides. Metro offers vans to volunteer drivers willing to use an online app to match with and pick-up fellow commuters along the way to catch transit. The van remains in a reserved space at the park & ride during the day and the driver offers up a similar shared ride for the afternoon commute. Drivers and riders connect via a free online app. Due to low usage, this program will likely be discontinued in 2019.

RECOMMENDATION

Senior Project Manager

Receive report and provide feedback regarding the 201/204 proposed service changes.

Routes 201 & 204

Proposed changes in service for Mercer Island
Mercer Island City Council June 5, 2018
Katie Chalmers, Service Planning Supervisor –
King County Metro

PROJECT DESCRIPTION & OVERVIEW

- ❖ This project proposes discontinuing the low-performing Route 201
- ❖ In response to community requests for weekend coverage, 201 service hours could be converted to add Saturday trips on Route 204.
- ❖ In addition, we'll also explore converting the 204 fleet to more flexible DART vehicles
- ❖ STUDY AREA: Mercer Island west to downtown Seattle
- ❖ IMPLEMENTATION HORIZON: March, 2019

201/204 Route Map

❖ PROPOSED TIMELINE:

- ❖ May & ongoing – Brief elected officials and confer with City staff
- ❖ June – Public outreach/survey
- ❖ Mid July – Complete public engagement report and prepare final proposal
- ❖ Aug – Sept – King County Council ordinance deliberations



COMMUNITY CONNECTIONS

Innovation in action

Mercer Island City Council

Tuesday, June 5, 2018

Cathy Snow, Community Connections
Program Manager – King County Metro

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Exhibit 1
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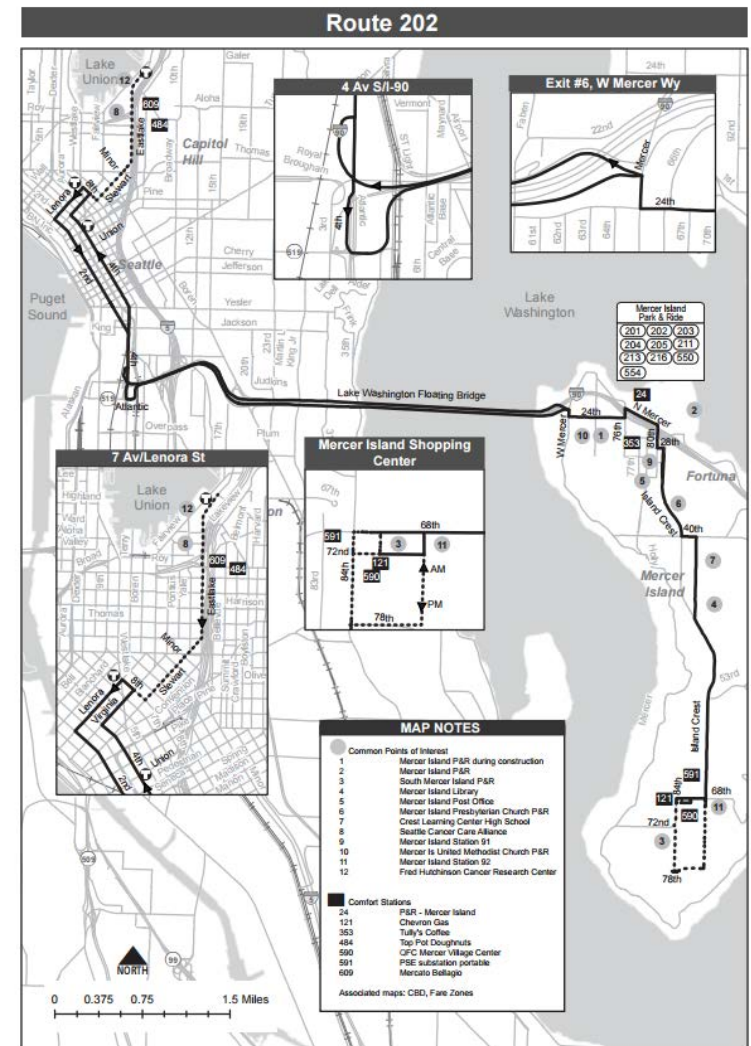


We'll Get You There

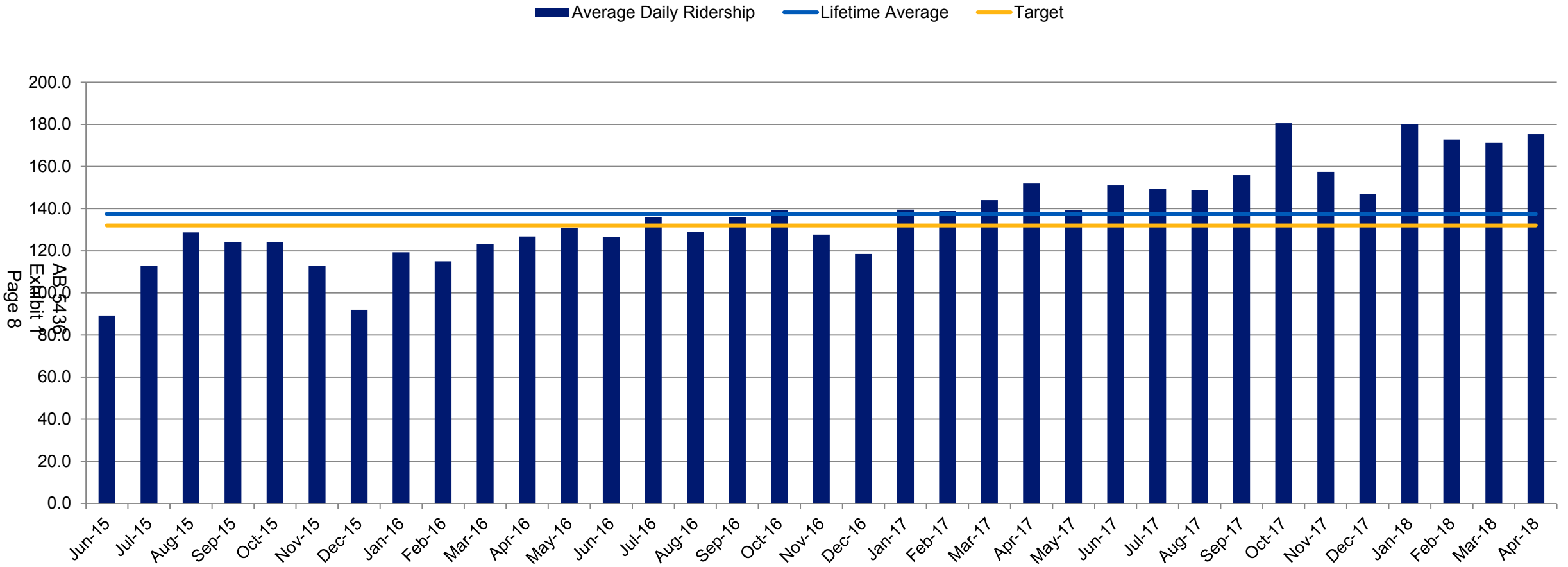
Mercer Island Community Connections Project Origination

- In 2014, routes 202, 203, 205, and 213 were eliminated
- Community-identified priority needs:
 - Peak commuter trips between the Island and First Hill
 - Addressing park and ride capacity issues
- Solutions:
 - Mercer Island Community Shuttle/Route 630 – June 2015
 - Mercer Island TripPool – May 2016

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Exhibit 1
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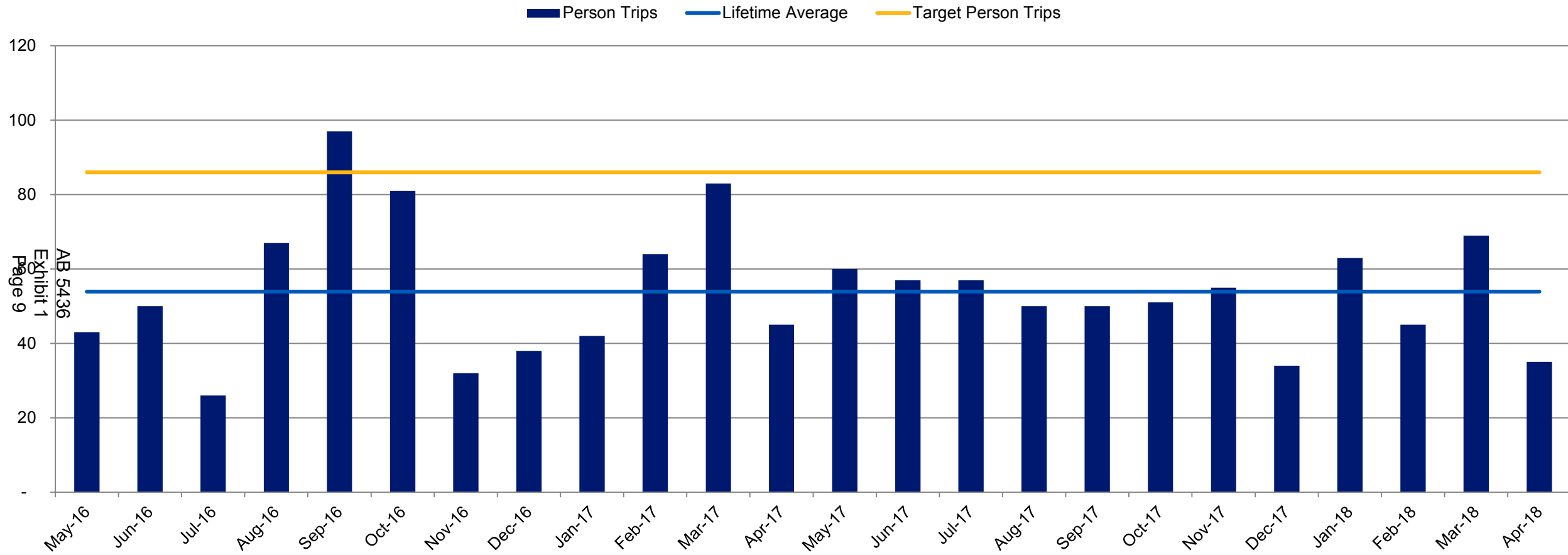
Performance – Mercer Island Community Shuttle/Route 630



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Exhibit 1

Other Measures	Target	Lifetime Performance
Cost per Boarding	\$4.79	\$5.07
Vehicle Utilization	69%	69%
Customer Satisfaction	88%	100%

Performance – Mercer Island TripPool



Other Measures	Target	Lifetime Performance
Cost per Boarding*	\$2.00	\$2.51
Vehicle Utilization	33%	22%
Customer Satisfaction	88%	-

*Data from May 2016 – Feb. 2018

Mercer Island 201 & 204 Rider Survey

King County Metro proposes to discontinue Route 201 (effective March, 2019), a peak route with two a.m. and one p.m. trip, weekdays serving Mercer Island and downtown Seattle, due to low ridership. In response to community requests for weekend service, service hours from the 201 could be reinvested into Saturday trips on Route 204. Please take a moment to give us your thoughts and feedback about these proposals. Deadline is June XX, 2018

1. What do you think about the proposal to discontinue route 201?

- a. I like it
- b. I don't like it but I could live with it
- c. I don't like it at all
- d. I have no opinion
- e. Why?

2. If discontinuing route 201 meant that Metro could add Saturday service on Route 204 on Mercer Island, please rate how much you support the idea of discontinuing route 201.

- a. Strongly support
- b. Support
- c. Neutral
- d. Oppose
- e. Strongly oppose
- f. Why?

3. During a typical week, how many days do you use each of the following modes of transportation

1 2 3 4 5 6 7

- Bus - please specify routes -201, 204, 216, ST550, ST 554, 630, other
- Walk
- Bicycle
- Train
- Drive a vehicle alone
- Carpool/Vanpool (Drive or ride in a vehicle with others)
- Ride service (Uber, Lyft, etc)
- Other (please specify)

4. Which scenario best reflects how you access public transportation on Mercer Island?

- Walk to a bus stop near home/work

- Bike to a bus stop near home/work
 - Get a ride/use a ride service to bus stop near home/work
 - Walk to Mercer Island Park and Ride
 - Bike to Mercer Island Park and Ride
 - Carpool to Mercer Island Park and Ride
 - Drive alone to Mercer Island Park and Ride
 - Get a ride/use a ride service to Mercer Island Park and Ride
 - Other (please specify)
5. What are the most common times on weekdays that you use or need access to Metro services (e.g. bus, VanPool, VanShare, ~~Community Van~~)? Select all that apply
- * 6 AM – 9 AM
 - * 10 AM – 2 PM
 - * 3 PM – 6 PM
 - * 7 PM – 10 PM
 - * Other (please specify)
6. What are the most common times on weekends that you use or need access to Metro services (e.g. bus, VanPool, VanShare, etc)? Select all that apply
- * 6 AM – 9 AM
 - * 10 AM – 2 PM
 - * 3 PM – 6 PM
 - * 7 PM – 10 PM
 - * Other (please specify)
7. How do you generally pay your fare?
- * ORCA card
 - * Transit GO ticket (mobile ticket)
 - * Paper ticket
 - * Cash
8. If bike parking is available, would you leave your personal bike at a park & ride?
- a. Yes
 - b. No
 - c. Don't know



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

**AB 5438
June 5, 2018
Study Session**

SOLID WASTE CONTRACT RFP	Action: No action necessary. Receive report.	<input checked="" 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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DEPARTMENT OF	Public Works (Jason Kintner)
COUNCIL LIAISON	Debbie Bertlin
EXHIBITS	1. Draft RFP Timeline
2018-2019 CITY COUNCIL GOAL	6. Update Outdated Codes, Policies and Practices
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$	n/a
AMOUNT BUDGETED	\$	n/a
APPROPRIATION REQUIRED	\$	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. Services include residential (solid waste, recycling, yard, and organic waste curbside pickup, bulk waste, and appliance recycling), commercial detachable containers, and drop-box lines of business. Republic provides all collection, customer service, and customer billing functions.

Republic has provided collection service to Mercer Island since 1981. During the last two contract cycles, the City negotiated directly with Republic for solid waste services. Recent data from the 2018 Citizen Survey results indicates that the community is generally satisfied (77% average residential satisfaction rate) with the current levels of service.

To assist with the procurement of a new solid waste contract, the City hired Jeff Brown, Epicenter Services LLC, to review and provide recommendations on effective strategies for the development of a new contract. Epicenter Services has recently completed competitive procurements for the City of Mukilteo, City of Sammamish, and is assisting with contract negotiations for the City of Newcastle and the City of Snoqualmie.

Prior to beginning the competitive Request for Proposal (RFP) procurement process, the City explored a nine-month extension with Republic 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 RFP process, or consider a longer extension (minimum of three years) that would include negotiations over rate increases. In response, due to the timing of the existing contract's expiration, the City has begun to develop the RFP for solid waste/recycling/yard waste collection services.

RECYCLING MARKET CHALLENGES

American recycling companies, including Republic (which is a hauler and a recycler), have relied extensively upon buyers in the Chinese market. Until recently, China processed over 50% of the planet's raw recyclables. Earlier this year, the Chinese government implemented new contamination rules severely limiting the amounts and types of recyclables that it will accept for processing, including mixed paper and some mixed plastics. It is unknown if the Chinese markets will rebound and provide relief in the future. Currently, domestic solutions for these specific products remain limited. As such, industry experts have noted that the current business model for recyclables is not viable. In addition, due to the recent changes implemented by haulers to more effectively sort and clean products, fully loaded costs have been difficult to predict and are anticipated to increase.

NEXT STEPS

As currently drafted, the base residential and commercial services would remain largely comparable to current service levels. To allow sufficient time for mobilization and implementation of a new service contract, competitive procurement needs to be completed no later than 10-12 months prior to the conclusion of the existing contract. At the June 6 Council Study Session, Epicenter Services will outline the RFP process and timeline (Exhibit 1) and staff will seek Council direction for development of alternatives to be included in the procurement for services.

RECOMMENDATION

Public Works Director

No action necessary; receive report and provide staff direction.

**DRAFT
MERCER ISLAND SOLID WASTE CONTRACT
RFP SCHEDULE**

<u>Event</u>	<u>Time Frame</u>
Scope contract, internal review of drafts and RFP	May-June 2018
Release Industry Review draft of document set	June 13, 2018
Industry Review comments due	June 29, 2018
Release Final RFP to Known Interested Parties	July 16, 2018
Deadline for Proposer Questions	August 10, 2018
Proposals Due	4:00 PM PST September 18, 2018
Proposal Evaluation, Interviews, Clarifications	September/October 2018
Selection, Finalization of Contract	October 2018
Recommendation to City Council	November 2018
City Executes Contract	November-December 2018
Contractor Delivers Transition/Implementation Plan	January 2019
Container Delivery or Relabeling	September 2019
Start of Collection Services	October 1, 2019

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	192652 -192782	5/10/2018	\$ 308,485.81
			\$ 308,485.81

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192652	05/10/2018	ABBOTT, RICHARD LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	188.40
00192653	05/10/2018	ADAMS, RONALD E LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	162.10
00192654	05/10/2018	AUGUSTSON, THOR LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	110.00
00192655	05/10/2018	BARNES, WILLIAM LEOFF1 Medicare Reimb		MAY2018A	04/25/2018	1,985.51
00192656	05/10/2018	BOOTH, GLENDON D LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	43.24
00192657	05/10/2018	COOPER, ROBERT LEOFF1 Excess Benefit		MAY2018A	04/25/2018	1,566.16
00192658	05/10/2018	DEEDS, EDWARD G LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	91.00
00192659	05/10/2018	DEVENY, JAN P LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	111.00
00192660	05/10/2018	DOWD, PAUL LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	111.00
00192661	05/10/2018	ELSOE, RONALD LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	192.50
00192662	05/10/2018	FORSMAN, LOWELL LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	104.90
00192663	05/10/2018	GOODMAN, J C LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	104.70
00192664	05/10/2018	HAGSTROM, JAMES LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	144.60
00192665	05/10/2018	JOHNSON, CURTIS LEOFF1 Medicare Reimb		MAY2018A	04/25/2018	980.58
00192666	05/10/2018	KUHN, DAVID LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	104.90
00192667	05/10/2018	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	146.90
00192668	05/10/2018	LOISEAU, LERI M LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	127.00
00192669	05/10/2018	LYONS, STEVEN LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	113.80
00192670	05/10/2018	MYERS, JAMES S LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	104.90
00192671	05/10/2018	NATIONAL RECREATION & Director's School Registration	P0098881	357594032718	03/27/2018	2,525.00
00192672	05/10/2018	PROVOST, ALAN LEOFF1 Excess Benefit		MAY2018A	04/25/2018	1,449.36
00192673	05/10/2018	RAMSAY, JON LEOFF1 Medicare Reimb		MAY2018A	04/25/2018	584.61
00192674	05/10/2018	RUCKER, MANORD J LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	229.00
00192675	05/10/2018	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		MAY2018A	04/25/2018	913.89
00192676	05/10/2018	SMITH, RICHARD LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	373.96
00192677	05/10/2018	THOMPSON, JAMES LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	123.30

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192678	05/10/2018	WALLACE, THOMAS LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	109.00
00192679	05/10/2018	WEGNER, KEN LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	313.40
00192680	05/10/2018	WHEELER, DENNIS LEOFF1 Medicare Reimb		MAY2018B	04/25/2018	1,150.90
00192681	05/10/2018	5 STAR BACKFLOW SERVICES BACKFLOW TESTING ASSEMBLIES	P0099177	1494	04/26/2018	200.00
00192682	05/10/2018	AM TEST INC WATER QUALITY TESTING	P0099264	104410	04/23/2018	300.00
00192683	05/10/2018	AMERICAN SEWING GUILD-SEATTLE Rental FA-0194 completed. Retu	P0099324	FA0194	05/08/2018	150.00
00192684	05/10/2018	ARSCENTIA 96x24" Letterboxing at Pioneer	P0099311	201801621	05/02/2018	554.40
00192685	05/10/2018	AUGUSTSON, THOR LEOFF1 Retiree Medical Expense	P0099289	OH009822	05/06/2018	69.08
00192686	05/10/2018	AUTO SPA 100 CAR WASH TICKETS INV 3458	P0099209	3458	04/30/2018	1,090.00
00192687	05/10/2018	BARBER, HILLARY withdrew from mini mercer spor	P0099308	OH009823	05/07/2018	113.00
00192688	05/10/2018	BELLEVUE, CITY OF 2018 Human Services Pooled Pro	P0099208	33098	04/20/2018	27,446.00
00192689	05/10/2018	BEST PARKING LOT CLEANING INC 2017-18 ON CALL CCTV INSPECTIO	P0099210	VI67228/C167229/	04/18/2018	17,044.41
00192690	05/10/2018	BLUETARP CREDIT SERVICES INVENTORY PURCHASES	P0099315	H20933	04/04/2018	300.55
00192691	05/10/2018	CENTURYLINK PHONE USE MAY 2018		OH009819	05/02/2018	1,032.08
00192692	05/10/2018	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		11MAY2018	05/11/2018	1,331.00
00192693	05/10/2018	CINTAS CORPORATION #460 2018 weekly rug cleaning servi	P0097870	460347329/460351	04/02/2018	153.75
00192694	05/10/2018	CLEANERS PLUS 1 Uniform Cleaning - Invoice # 7	P0099301	76471	05/01/2018	193.29
00192695	05/10/2018	COLE, DONALD FLEX SPEND REIMB		11MAY18	05/11/2018	944.75
00192696	05/10/2018	COLUMBIA FORD ROW FL-404 REPLACEMENT	P0097816	3J991C593	05/04/2018	45,970.54
00192697	05/10/2018	COMMERCIAL LANDSC SUPPLY INC INVENTORY PURCHASES	P0099224	202531	04/25/2018	241.40
00192698	05/10/2018	COMPTON LUMBER & HARDWARE INC 8 X 8 X 8' TREATED LUMBER	P0099201	933557	04/23/2018	7,427.19
00192699	05/10/2018	CRYSTAL AND SIERRA SPRINGS 2018 PW WATER DELIVERY SERVICE	P0098183	14555831042118	04/21/2018	140.87
00192700	05/10/2018	CUMMINS INC PS TEST RUN PRIOR TO INSTALL	P0099268	00198614	04/18/2018	1,276.00
00192701	05/10/2018	DAILY JOURNAL OF COMMERCE Bid - Groveland Repair	P0099262	3335493	04/04/2018	592.00
00192702	05/10/2018	DAY MANAGEMENT CORP Portable Radio Batteries - Inv	P0099306	21759500	04/25/2018	1,232.00
00192703	05/10/2018	DRAIN-PRO INC RETAINAGE FOR INV 63482/64449/	P0094882	OH009824	05/08/2018	2,615.50

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192704	05/10/2018	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0099031	5450343	04/12/2018	424.60
00192705	05/10/2018	EARTHCORPS INC 2017-2018 Earthcorps Volunteer	P93946	6895	03/31/2018	2,900.00
00192706	05/10/2018	ELSOE, RONALD LEOFF1 Retiree Medical Expense	P0099290	OH009825	05/06/2018	50.94
00192707	05/10/2018	ESRI USER CONFERENCE REG EVAN MAXIM ESRI USER CONFERENC	P0099317	OH009826	05/08/2018	1,395.00
00192708	05/10/2018	FARWEST PAINT MFG. CO. ENAMEL PAINT FOR THE PUMP STAT	P0099160	0714539IN	04/19/2018	109.78
00192709	05/10/2018	FLAME CATERING SERVICES VOL APPRECIATION CATERING		OH009811	05/09/2018	3,528.75
00192710	05/10/2018	GET Washington PAYROLL EARLY WARRANTS		11MAY2018	05/11/2018	300.00
00192711	05/10/2018	GLOBAL EQUIPMENT CO INC Operating supplies for Tshop	P0099321	112496947/112494	04/16/2018	588.44
00192712	05/10/2018	GOODSELL POWER EQUIPMENT STIHL TRIMMER (S/N 513997762)	P0099249	730055/730054/73	04/18/2018	573.18
00192713	05/10/2018	GRAINGER DISPOSABLE GLOVES	P0099166	9768099831/22379	04/24/2018	587.18
00192714	05/10/2018	H D FOWLER VALVE WRENCH & FITTINGS	P0099231	I4803019	04/24/2018	775.22
00192715	05/10/2018	HALVORSON, ERIC PERMIT REFUND		1804199	05/08/2018	100.00
00192716	05/10/2018	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0099220	0308648014663	04/30/2018	429.85
00192717	05/10/2018	HORIZON IRRIGATION FITTINGS	P0099252	3M296077	04/20/2018	132.26
00192718	05/10/2018	INTERCOM LANGUAGE SERVICES INC interpreter - invoice #18-152	P0099293	18152	05/04/2018	260.00
00192719	05/10/2018	JOKINEN, DAVID R FLEX SPEND REIMB		11MAY18	05/11/2018	881.00
00192720	05/10/2018	KC HOUSING AUTHORITY Rental assistance for Emergenc	P0097798	OH009827	05/07/2018	167.00
00192721	05/10/2018	KC RECORDER SEWER LIEN RELEASE	P0099282	OH009828	05/04/2018	34.00
00192722	05/10/2018	KELLEY IMAGING SYSTEMS COLOR INK JET OPAQUE BOND	P0099318	IN371179	03/28/2018	1,054.37
00192723	05/10/2018	KELLEY, CHRIS M MILEAGE EXPENSE		OH009817	05/02/2018	71.08
00192724	05/10/2018	KRAMP, ROBERT A PER DIEM REIMBURSEMENT		OH009813	04/29/2018	222.52
00192725	05/10/2018	LAKESIDE INDUSTRIES ASPHALT B MODIFIED (2.5 TONS)	P0099248	45944	04/21/2018	203.50
00192726	05/10/2018	LEHMAN, THOMAS Gallery sales - February 26 -	P0099154	OH009829	04/24/2018	105.00
00192727	05/10/2018	LIN, RONA V PARKING AWWA CONFERENCE		OH009815	05/02/2018	36.00
00192728	05/10/2018	MAGNAS LLC MONTHLY LONG DISTANCE JAN-DEC	P0097789	OH009836	04/30/2018	233.08
00192729	05/10/2018	MCCOY, STEPHEN W FLEX SPEND REIMB		11MAY18	05/11/2018	632.83

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192730	05/10/2018	METRON-FARNIER LLC INVENTORY PURCHASES	P0099174	25953	04/25/2018	12,410.27
00192731	05/10/2018	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		11MAY2018	05/11/2018	322.50
00192732	05/10/2018	MI HARDWARE - BLDG MISC. HARDWARE FOR THE MONTH O	P0099297	OH009831	04/30/2018	48.65
00192733	05/10/2018	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0099292	OH009837	05/30/2018	133.68
00192734	05/10/2018	MI HARDWARE - POLICE Boat Supplies - Buoy Supplies	P0099300	138218/138267	04/30/2018	179.73
00192735	05/10/2018	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0099294	OH009833	04/30/2018	100.71
00192736	05/10/2018	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0099296	OH009832	04/30/2018	139.37
00192737	05/10/2018	MI HARDWARE - YFS Various supplies for	P0097704	OH009830	04/30/2018	12.57
00192738	05/10/2018	MI SCHOOL DISTRICT #400 2018 SCHOOL DISTRICT FUEL	P0098294	2018312	04/19/2018	3,522.66
00192739	05/10/2018	MI SCHOOL DISTRICT #400 2018 Operational support for M	P0098084	OH009835	05/01/2018	11,251.82
00192740	05/10/2018	MYERS, JAMES S LEOFF1 Retiree Medical Expense	P0099291	OH009834	05/06/2018	50.73
00192741	05/10/2018	NAPA AUTO PARTS 2018 FLEET REPAIR PARTS AND	P0098166	OH009838	04/30/2018	878.20
00192742	05/10/2018	NATIONAL RIFLE ASSOCIATION Handgun Instructor School - Am	P0098281	MS2516	05/04/2018	1,935.00
00192743	05/10/2018	NEUMANN, JANET Rental FA-0054 completed. Retu	P0099285	FA0054	05/06/2018	54.00
00192744	05/10/2018	NORTHWEST CASCADE INC 2018 SANITARY SEWER SPECIAL CB	P0098374	OH009839	04/19/2018	24,519.00
00192745	05/10/2018	NOWERS, RALEIGH FA-0130 cancelled. Returning	P0099286	FA0130	05/06/2018	54.00
00192746	05/10/2018	ORMSBY, ANNA FLEX SPEND REIMB		11MAY18	05/11/2018	94.00
00192747	05/10/2018	PACIFIC AIR CONTROL INC FS91 HVAC MAINT	P0099215	11345	04/19/2018	2,217.41
00192748	05/10/2018	PACIFIC GOLF & TURF PARKS FL-0416 REPLACEMENT	P0098052	FL0416	02/08/2018	31,248.25
00192749	05/10/2018	PARENTMAP Parent Map Summer issue	P0099227	201864311	02/01/2018	1,146.00
00192750	05/10/2018	PEOPLE FOR PROGRESS IN INDIA Rental FA-0160 completed. Retu	P0099322	FA0160	05/08/2018	530.00
00192751	05/10/2018	PROFORCE LAW ENFORCEMENT Police Equipment Replacement -	P0099283	343936	04/25/2018	1,385.34
00192752	05/10/2018	PUGET SOUND ENERGY Utility Assistance for Emergen	P0097804	OH009841	05/07/2018	93.15
00192753	05/10/2018	PUGET SOUND ENERGY Utility Assistance for Emergen	P0097804	OH009842	05/07/2018	134.94
00192754	05/10/2018	PUGET SOUND ENERGY Utility Assistance for Emergen	P0097804	OH009840	05/07/2018	186.56
00192755	05/10/2018	PUGET SOUND ENERGY PHONE USE MAY 2018		OH009821	04/26/2018	29,178.36

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192756	05/10/2018	PUGET SOUND PLANTS MISC. PLANTS	P0099173	M3917	04/25/2018	1,119.25
00192757	05/10/2018	RENTON FISH & GAME CLUB INC Renton Fish Game range usage f	P0099284	OH009843	04/21/2018	475.00
00192758	05/10/2018	REPUBLIC SERVICES #172 2018 PW ROW DISPOSAL/RECYCLING	P0098360	0172007462836	04/30/2018	5,049.98
00192759	05/10/2018	RETIREMENT CONNECTIONS Rental FA-0168 completed. Retu	P0099288	FA0168	05/06/2018	400.00
00192760	05/10/2018	RHOADES, LANCE MIAC Literary Classics on Film	P0099229	OH009845	04/26/2018	1,200.00
00192761	05/10/2018	RITZINGER, JENNIFER E Gallery sales - February 26 -	P0099155	OH009844	04/24/2018	157.50
00192762	05/10/2018	SCHOCK, MICHAEL WSDA PESTICIDE LICENSE FEE		OH009814	05/01/2018	33.00
00192763	05/10/2018	SHI INTERNATIONAL CORP TEST ENVIRONMENT OS	P0099265	B08098863	04/18/2018	652.34
00192764	05/10/2018	SOLOMON, MEARA FLEX SPEND REIMB		11MAY18	05/11/2018	384.62
00192765	05/10/2018	STEHL, LUPE FA-0172 completed. Added 1 hr	P0099287	FA0172	05/06/2018	340.00
00192766	05/10/2018	STEWART, H WAYNE FLEX SPEND REIMB		11MAY18	05/11/2018	2,600.00
00192767	05/10/2018	SYSTEMS DESIGN WEST LLC Transport Billing Fees - 03/20	P0099199	MIFD0418	04/24/2018	1,288.50
00192768	05/10/2018	TAWNEY, LAURA TRAVEL EXPENSE REIMB		OH009816	04/27/2018	1,058.85
00192769	05/10/2018	TERRA SERVICES INC Temp staff for DSG front count	P0099269	1807185/1807317	04/20/2018	3,530.65
00192770	05/10/2018	TRINITY GATE & DOOR CO REPAIR SALLY PORT GATE	P0099345	30140	05/02/2018	167.75
00192771	05/10/2018	TRITECH SOFTWARE SYSTEMS Crime Mapping Services - Invoi	P0099302	OG0000000125	04/01/2018	630.00
00192772	05/10/2018	UNITED REPROGRAPHICS HOLLY HILL SIGN	P0099276	9075415IN	04/13/2018	64.74
00192773	05/10/2018	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		11MAY2018	05/11/2018	105.00
00192774	05/10/2018	USABlueBook INVENTORY PURCHASES	P0099251	547814	04/17/2018	328.32
00192775	05/10/2018	UTILITIES UNDERGROUND LOCATION 2018 UTILTY NOTIFICATION	P0098189	8040164	04/30/2018	344.43
00192776	05/10/2018	VERIZON WIRELESS 2018 PW PS 18 & 24 DATA SEVICE	P0098167	9805918569	04/23/2018	2,958.90
00192777	05/10/2018	VERIZON WIRELESS Broadband services remote acce	P0097796	9805918574	04/23/2018	20.12
00192778	05/10/2018	WA ST TREASURER'S OFFICE Remit April 2018 Court transmi	P0099258	OH009847	04/30/2018	18,879.99
00192779	05/10/2018	WA ST TREASURER'S OFFICE Remit April 2018 NC Court	P0099259	OH009848	04/30/2018	3,726.92
00192780	05/10/2018	WASHINGTON STATE PATROL CPL Background Checks - Invoi	P0099298	I18007390	05/03/2018	108.00
00192781	05/10/2018	WASHINGTON STATE PATROL Background Checks Thrift Shop	P0099273	I18006918	05/03/2018	156.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192782	05/10/2018	WESTERN EQUIPMENT DISTRIBUTORS REPAIR PARTS TO FL-0504 INV 80	P0099330	804122600	04/16/2018	400.05
Total						<u>308,485.81</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	7,164.03
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	4,157.78
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	3,649.15
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	1,501.41
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	1,419.10
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	792.17
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	749.77
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	739.71
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	571.51
P0099322	00192750	PEOPLE FOR PROGRESS IN INDIA	Rental FA-0160 completed. Retu	530.00
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	427.50
P0099288	00192759	RETIREMENT CONNECTIONS	Rental FA-0168 completed. Retu	400.00
P0099287	00192765	STEHL, LUPE	FA-0172 completed. Added 1 hr	340.00
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	325.00
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	306.02
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	162.05
P0099324	00192683	AMERICAN SEWING GUILD-SEATTLE	Rental FA-0194 completed. Retu	150.00
P0099308	00192687	BARBER, HILLARY	withdrew from mini mercer spor	113.00
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	99.99
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	99.99
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	73.84
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	70.14
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	61.60
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	59.28
P0099285	00192743	NEUMANN, JANET	Rental FA-0054 completed. Retu	54.00
P0099286	00192745	NOWERS, RALEIGH	FA-0130 cancelled. Returning	54.00
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	49.42
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	41.27
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	25.58
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	20.89
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	19.45
P0099259	00192779	WA ST TREASURER'S OFFICE	Remit April 2018 NC Court	13.00
P0099258	00192778	WA ST TREASURER'S OFFICE	Remit April 2018 Court transmi	7.26
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0099216	00192730	METRON-FARNIER LLC	INVENTORY PURCHASES	7,792.03
P0099174	00192730	METRON-FARNIER LLC	INVENTORY PURCHASES	4,618.24
P0099031	00192704	DUNN LUMBER COMPANY	INVENTORY PURCHASES	424.60
P0099251	00192774	USABlueBook	INVENTORY PURCHASES	328.32
P0099224	00192697	COMMERCIAL LANDSC SUPPLY INC	INVENTORY PURCHASES	241.40
P0099143	00192713	GRAINGER	INVENTORY PURCHASES	204.79
P0099175	00192713	GRAINGER	INVENTORY PURCHASES	188.58
P0099166	00192713	GRAINGER	INVENTORY PURCHASES	83.75
P0099204	00192716	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	78.80
P0099315	00192690	BLUETARP CREDIT SERVICES	INVENTORY PURCHASES	50.40
<i>Org Key: 814072 - United Way</i>				
	00192773	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	105.00
<i>Org Key: 814074 - Garnishments</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192692	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00192731	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	322.50
<i>Org Key: 814085 - GET Program Deductions</i>				
	00192710	GET Washington	PAYROLL EARLY WARRANTS	300.00
<i>Org Key: CM1100 - Administration (CM)</i>				
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	764.35
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00192768	TAWNEY, LAURA	TRAVEL EXPENSE REIMB	1,058.85
<i>Org Key: CT1100 - Municipal Court</i>				
P0099293	00192718	INTERCOM LANGUAGE SERVICES INC	interpreter - invoice #18-152	260.00
<i>Org Key: DS1100 - Administration (DS)</i>				
P0099269	00192769	TERRA SERVICES INC	Temp Staff for DSG front count	2,331.42
P0099317	00192707	ESRI USER CONFERENCE REG	EVAN MAXIM ESRI USER CONFERENC	1,395.00
P0099269	00192769	TERRA SERVICES INC	Temp staff for DSG front count	1,199.23
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0099282	00192721	KC RECORDER	SEWER LIEN RELEASE	34.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P0099199	00192767	SYSTEMS DESIGN WEST LLC	Transport Billing Fees - 03/20	1,288.50
	00192691	CENTURYLINK	PHONE USE MAY 2018	169.60
<i>Org Key: FR4100 - Training</i>				
P0099208	00192688	BELLEVUE, CITY OF	2018 EMTG Academy	9,726.00
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0099318	00192722	KELLEY IMAGING SYSTEMS	COLOR INK JET OPAQUE BOND	1,054.37
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00192680	WHEELER, DENNIS	LEOFF1 Medicare Reimb	1,150.90
	00192655	BARNES, WILLIAM	LEOFF1 Medicare Reimb	381.20
	00192676	SMITH, RICHARD	LEOFF1 Medicare Reimb	373.96
	00192679	WEGNER, KEN	LEOFF1 Medicare Reimb	313.40
	00192674	RUCKER, MANORD J	LEOFF1 Medicare Reimb	229.00
	00192661	ELSOE, RONALD	LEOFF1 Medicare Reimb	192.50
	00192652	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	188.40
	00192653	ADAMS, RONALD E	LEOFF1 Medicare Reimb	162.10
	00192667	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	146.90
	00192664	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	144.60
	00192665	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	143.30
	00192673	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00192668	LOISEAU, LERI M	LEOFF1 Medicare Reimb	127.00
	00192677	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
	00192669	LYONS, STEVEN	LEOFF1 Medicare Reimb	113.80
	00192659	DEVENY, JAN P	LEOFF1 Medicare Reimb	111.00
	00192660	DOWD, PAUL	LEOFF1 Medicare Reimb	111.00
	00192654	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	110.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192678	WALLACE, THOMAS	LEOFF1 Medicare Reimb	109.00
	00192662	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	104.90
	00192666	KUHN, DAVID	LEOFF1 Medicare Reimb	104.90
	00192670	MYERS, JAMES S	LEOFF1 Medicare Reimb	104.90
	00192663	GOODMAN, J C	LEOFF1 Medicare Reimb	104.70
	00192658	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	91.00
	00192675	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	89.70
P0099289	00192685	AUGUSTSON, THOR	LEOFF1 Retiree Medical Expense	69.08
P0099290	00192706	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	50.94
P0099291	00192740	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	50.73
	00192656	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	43.24
Org Key: GGM606 - Excess Retirement-Fire				
	00192655	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,604.31
	00192657	COOPER, ROBERT	LEOFF1 Excess Benefit	1,566.16
	00192672	PROVOST, ALAN	LEOFF1 Excess Benefit	1,449.36
	00192665	JOHNSON, CURTIS	LEOFF1 Excess Benefit	837.28
	00192675	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	824.19
	00192673	RAMSAY, JON	LEOFF1 Excess Benefit	448.41
Org Key: IGBE01 - MI Pool Operation Subsidy				
P0098084	00192739	MI SCHOOL DISTRICT #400	2018 Operational support for M	11,251.82
Org Key: IGHS02 - Eastside Legal Aid Program				
P0099260	00192688	BELLEVUE, CITY OF	2018 Human Services Pooled Pro	3,500.00
Org Key: IGHS03 - CHILREN'S RESPONSE CENTER				
P0099260	00192688	BELLEVUE, CITY OF	2018 Human Services Pooled Pro	1,500.00
Org Key: IGHS05 - King County Sexual Assault				
P0099260	00192688	BELLEVUE, CITY OF	2018 Human Services Pooled Pro	2,500.00
Org Key: IGHS07 - Domestic Violence				
P0099260	00192688	BELLEVUE, CITY OF	2018 Human Services Pooled Pro	10,000.00
Org Key: IS2100 - IGS Network Administration				
	00192691	CENTURYLINK	PHONE USE MAY 2018	495.36
P0097789	00192728	MAGNAS LLC	MONTHLY LONG DISTANCE JAN-DEC	233.08
	00192691	CENTURYLINK	PHONE USE APR 2018	101.71
Org Key: MT0000 - Maintenance Department				
	00192715	HALVORSON, ERIC	PERMIT REFUND	100.00
Org Key: MT2100 - Roadway Maintenance				
	00192755	PUGET SOUND ENERGY	PHONE USE MAY 2018	3,512.82
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,122.90
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	350.80
P0099294	00192735	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	100.71
P0099304	00192716	HOME DEPOT CREDIT SERVICE	TAPE & PUTTY KNIFE	27.38
P0099217	00192716	HOME DEPOT CREDIT SERVICE	CEMENT PATCH & BRUSH	17.40
Org Key: MT2300 - Planter Bed Maintenance				
P0099253	00192717	HORIZON	IRRIGATION FITTINGS	27.50
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	12.45

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT2500 - ROW Administration</i>				
P0098360	00192758	REPUBLIC SERVICES #172	2018 PW ROW DISPOSAL/RECYCLING	1,884.87
P0098354	00192758	REPUBLIC SERVICES #172	2018 PW SWEEPER HAUL AWAY	828.09
<i>Org Key: MT3100 - Water Distribution</i>				
P0099230	00192714	H D FOWLER	VALVE WRENCH & FITTINGS	577.43
P0099248	00192725	LAKESIDE INDUSTRIES	ASPHALT B MODIFIED (2.5 TONS)	203.50
P0099143	00192713	GRAINGER	HEADLAMP	46.69
P0099274	00192713	GRAINGER	DISPOSABLE GLOVES	46.28
P0099296	00192736	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	26.31
<i>Org Key: MT3150 - Water Quality Event</i>				
P0099264	00192682	AM TEST INC	WATER QUALITY TESTING	300.00
P0099177	00192681	5 STAR BACKFLOW SERVICES	BACKFLOW TESTING ASSEMBLIES	200.00
<i>Org Key: MT3200 - Water Pumps</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	2,919.13
	00192691	CENTURYLINK	PHONE USE MAY 2018	179.07
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0098360	00192758	REPUBLIC SERVICES #172	2018 PW SEWER DISPOSAL/RECYCLI	209.43
<i>Org Key: MT3400 - Sewer Collection</i>				
P0098374	00192744	NORTHWEST CASCADE INC	2018 SANITARY SEWER SPECIAL CB	24,519.00
P94698	00192689	BEST PARKING LOT CLEANING INC	2017-18 SANITARY SEWER CCTV	1,391.50
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	4,056.31
P0094882	00192703	DRAIN-PRO INC	RETAINAGE FOR INV 63482/64449/	2,615.50
P0099296	00192736	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	113.06
P0099160	00192708	FARWEST PAINT MFG. CO.	ENAMEL PAINT FOR THE PUMP STAT	109.78
P0098190	00192776	VERIZON WIRELESS	2018 PW PS 18 & 24 DATA SEVICE	78.04
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0098360	00192758	REPUBLIC SERVICES #172	2018 PW WATER DISPOSAL/RECYCL	209.44
<i>Org Key: MT3800 - Storm Drainage</i>				
P0099210	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON-CALL STORM CCTV	4,148.89
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,426.90
P0099210	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON-CALL STORM CCTV	1,251.62
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,238.80
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,191.30
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,149.50
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,122.90
P0099211	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON CALL CCTV INSPECTIO	1,102.00
P0099210	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON-CALL STORM CCTV	949.05
P0099210	00192689	BEST PARKING LOT CLEANING INC	2017-18 ON-CALL STORM CCTV	949.05
	00192723	KELLEY, CHRIS M	MILEAGE EXPENSE	17.77
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0098167	00192776	VERIZON WIRELESS	2018 PW CELLULAR & DATA SERVIC	2,880.86
P0098189	00192775	UTILITIES UNDERGROUND LOCATION	2018 UTILTY NOTIFICATION	344.43
P0098183	00192699	CRYSTAL AND SIERRA SPRINGS	2018 PW WATER DELIVERY SERVICE	41.09

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4200 - Building Services</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	8,029.59
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	3,095.12
P0099215	00192747	PACIFIC AIR CONTROL INC	HVAC MAINT CITY HALL	1,587.30
P0099196	00192747	PACIFIC AIR CONTROL INC	FS91 HVAC MAINT	416.35
P0099220	00192716	HOME DEPOT CREDIT SERVICE	MICROWAVE OVEN	240.90
P0099195	00192747	PACIFIC AIR CONTROL INC	FS92 HVAC MAINT	213.76
P0099345	00192770	TRINITY GATE & DOOR CO	REPAIR SALLY PORT GATE	167.75
P0099297	00192732	MI HARDWARE - BLDG	MISC. HARDWARE FOR THE MONTH O	48.65
P0099166	00192713	GRAINGER	DOOR WEDGE	7.98
<i>Org Key: MT4210 - Building Landscaping</i>				
P0098360	00192758	REPUBLIC SERVICES #172	2018 PW FACILITIES	209.43
<i>Org Key: MT4300 - Fleet Services</i>				
P0098294	00192738	MI SCHOOL DISTRICT #400	2018 SCHOOL DISTRICT FUEL	1,826.74
P0098294	00192738	MI SCHOOL DISTRICT #400	2018 SCHOOL DISTRICT FUEL	1,695.92
P0099209	00192686	AUTO SPA	100 CAR WASH TICKETS INV 3458	1,090.00
P0098166	00192741	NAPA AUTO PARTS	2018 FLEET REPAIR PARTS AND	878.20
P0099330	00192782	WESTERN EQUIPMENT DISTRIBUTORS	REPAIR PARTS TO FL-0504 INV 80	400.05
<i>Org Key: MT4403 - Customer Response - Water</i>				
	00192723	KELLEY, CHRIS M	MILEAGE EXPENSE	53.31
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	889.05
P0099279	00192714	H D FOWLER	ELECTRICAL VALVE BOX	32.48
<i>Org Key: PO1100 - Administration (PO)</i>				
P0099302	00192771	TRITECH SOFTWARE SYSTEMS	Crime Mapping Services - Invoi	630.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	500.00
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0099298	00192780	WASHINGTON STATE PATROL	CPL Background Checks - Invoi	108.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0099306	00192702	DAY MANAGEMENT CORP	Portable Radio Batteries - Inv	1,232.00
P0099301	00192694	CLEANERS PLUS 1	Uniform Cleaning - Invoice # 7	193.29
<i>Org Key: PO2200 - Marine Patrol</i>				
P0099300	00192734	MI HARDWARE - POLICE	Boat Supplies - Buoy Supplies	179.73
<i>Org Key: PO4100 - Firearms Training</i>				
P0098281	00192742	NATIONAL RIFLE ASSOCIATION	Handgun Instructor School - Am	1,935.00
P0099284	00192757	RENTON FISH & GAME CLUB INC	Renton Fish Game range usage f	475.00
<i>Org Key: PO4300 - Police Training</i>				
	00192724	KRAMP, ROBERT A	PER DIEM REIMBURSEMENT	168.70
	00192724	KRAMP, ROBERT A	FUEL FOR CITY CAR	53.82
<i>Org Key: PR0000 - Parks & Recreation-Revenue</i>				
P0099155	00192761	RITZINGER, JENNIFER E	Gallery sales - February 26 -	157.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099154	00192726	LEHMAN, THOMAS	Gallery sales - February 26 -	105.00
<i>Org Key: PR2100 - Recreation Programs</i>				
P0099227	00192749	PARENTMAP	Parent Map Summer issue	1,146.00
P0099310	00192684	ARSCENTIA	96x24" Letterboxing at Pioneer	184.80
P0099226	00192684	ARSCENTIA	Vinyl sign for Letterboxing	184.80
<i>Org Key: PR2104 - Special Events</i>				
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	400.00
<i>Org Key: PR4100 - Community Center</i>				
P0098881	00192671	NATIONAL RECREATION &	Director's School Registration	2,525.00
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	1,079.06
P0099311	00192684	ARSCENTIA	Family Night Around the World	184.80
P0099292	00192733	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	58.30
P0099323	00192758	REPUBLIC SERVICES #172	Pickup Service 4/1/18-4/30/18	33.26
<i>Org Key: PR5500 - Literary Program</i>				
P0099229	00192760	RHOADES, LANCE	MIAC Literary Classics on Film	1,200.00
<i>Org Key: PR6100 - Park Maintenance</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	2,178.48
P0098360	00192758	REPUBLIC SERVICES #172	2018 PARKS DISPOSAL/RECYCLING	837.73
P0099173	00192756	PUGET SOUND PLANTS	MISC. PLANTS	767.75
P0099249	00192712	GOODSELL POWER EQUIPMENT	STIHL TRIMMER (S/N 513997762)	119.67
P0098183	00192699	CRYSTAL AND SIERRA SPRINGS	2018 PW /PARKS BLDG. WATER SER	99.78
P0099249	00192712	GOODSELL POWER EQUIPMENT	REPAIR GAS POWERED DRILLS	75.22
P0099220	00192716	HOME DEPOT CREDIT SERVICE	LOCK BOX & PLANTS	65.37
P0099292	00192733	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	26.00
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
	00192691	CENTURYLINK	PHONE USE MAY 2018	86.34
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	1,394.41
P0099173	00192756	PUGET SOUND PLANTS	MISC. PLANTS	351.50
P0099315	00192690	BLUETARP CREDIT SERVICES	GARBAGE CANS, SHOP LIGHT & GAR	250.15
P0097870	00192693	CINTAS CORPORATION #460	2018 weekly rug cleaning servi	153.75
P0099249	00192712	GOODSELL POWER EQUIPMENT	STIHL TRIMMER (S/N 513997762)	116.15
P0099249	00192712	GOODSELL POWER EQUIPMENT	REPAIR GAS POWERED DRILLS	72.99
<i>Org Key: PR6600 - Park Maint-School Related</i>				
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	482.23
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P0098360	00192758	REPUBLIC SERVICES #172	2018 PARKS DISPOSAL/RECYCLING	837.73
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	581.72
P0099249	00192712	GOODSELL POWER EQUIPMENT	STIHL TRIMMER (S/N 513997762)	116.14
P0099252	00192717	HORIZON	REPAIR HEDGETRIMMER	104.76
P0099249	00192712	GOODSELL POWER EQUIPMENT	REPAIR GAS POWERED DRILLS	73.01
P0099292	00192733	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	35.53
P0099166	00192713	GRAINGER	RITE IN THE RAIN NOTEBOOKS	9.11
<i>Org Key: PR6800 - Trails Maintenance</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099201	00192698	COMPTON LUMBER & HARDWARE INC	ROUGH SAWN TREATED LUMBER	3,875.69
P0099231	00192714	H D FOWLER	12" X 13' ADS BLUE SEAL CORR P	165.31
P0099292	00192733	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	13.85
<i>Org Key: PY4617 - Flex Spending Admin 2017</i>				
	00192766	STEWART, H WAYNE	FLEX SPEND REIMB	2,600.00
	00192695	COLE, DONALD	FLEX SPEND REIMB	944.75
<i>Org Key: PY4618 - Flex Spending Admin 2018</i>				
	00192719	JOKINEN, DAVID R	FLEX SPEND REIMB	881.00
	00192729	MCCOY, STEPHEN W	FLEX SPEND REIMB	632.83
	00192764	SOLOMON, MEARA	FLEX SPEND REIMB	384.62
	00192746	ORMSBY, ANNA	FLEX SPEND REIMB	94.00
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00192727	LIN, RONA V	PARKING AWWA CONFERENCE	36.00
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
P0097816	00192696	COLUMBIA FORD	ROW FL-404 REPLACEMENT	45,970.54
P0098052	00192748	PACIFIC GOLF & TURF	PARKS FL-0416 REPLACEMENT	31,248.25
<i>Org Key: WG134E - Police Equipment</i>				
P0099283	00192751	PROFORCE LAW ENFORCEMENT	Police Equipment Replacement -	1,385.34
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P93946	00192705	EARTHCORPS INC	2017-2018 Earthcorps Volunteer	450.00
<i>Org Key: WP122R - Vegetation Management</i>				
P93946	00192705	EARTHCORPS INC	2017 - 2018 EarthCorps Volunt	2,450.00
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	500.00
	00192762	SCHOCK, MICHAEL	WSDA PESTICIDE LICENSE FEE	33.00
<i>Org Key: WP506R - Swim Beach Repair at Groveland</i>				
P0099262	00192701	DAILY JOURNAL OF COMMERCE	Bid - Groveland Repair	592.00
<i>Org Key: WP720R - Recurring Park Projects</i>				
P0099250	00192698	COMPTON LUMBER & HARDWARE INC	8 X 8 X 8' TREATED LUMBER	3,551.50
<i>Org Key: WS901G - Sewer System Generator Repl</i>				
P0099268	00192700	CUMMINS INC	PS TEST RUN PRIOR TO INSTALL	1,276.00
P0099276	00192772	UNITED REPROGRAPHICS	HOLLY HILL SIGN	64.74
<i>Org Key: XG118T - Maintenance Mgmt System</i>				
P0099265	00192763	SHI INTERNATIONAL CORP	TEST ENVIRONMENT OS	652.34
<i>Org Key: YF1100 - YFS General Services</i>				
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	600.00
P0099260	00192688	BELLEVUE, CITY OF	2018 Human Services Pooled Pro	220.00
P0099273	00192781	WASHINGTON STATE PATROL	Background Checks Thrift Shop	156.00
P0097796	00192777	VERIZON WIRELESS	Broadband services remote acce	20.12
P0097704	00192737	MI HARDWARE - YFS	Various supplies for	12.57
<i>Org Key: YF1200 - Thrift Shop</i>				
	00192709	FLAME CATERING SERVICES	VOL APPRECIATION CATERING	764.40
	00192755	PUGET SOUND ENERGY	ENERGY USE APRIL 2018	597.19

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099321	00192711	GLOBAL EQUIPMENT CO INC	Operating supplies for Tshop	588.44
<i>Org Key: YF2600 - Family Assistance</i>				
P0097804	00192754	PUGET SOUND ENERGY	Utility Assistance for Emergen	186.56
P0097798	00192720	KC HOUSING AUTHORITY	Rental assistance for Emergen	167.00
P0097804	00192753	PUGET SOUND ENERGY	Utility Assistance for Emergen	134.94
P0097804	00192752	PUGET SOUND ENERGY	Utility Assistance for Emergen	93.15
Total				<u>308,485.81</u>

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	192783 -192865	5/17/2018	\$ 894,677.78
			\$ 894,677.78

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192783	05/10/2018	WHISTLE WORKWARE SAFETY BOOTS & MISC. WORK CLOT	P0099277	T322830	05/07/2018	247.15
00192784	05/10/2018	WIBLE, CONNIE M Arts Council Artists' receptio	P0097865	OH009846	04/26/2018	150.00
00192785	05/10/2018	WING, NANCY SOHO Gallery sales - February 26 -	P0099156	OH009849	04/24/2018	146.25
00192786	05/10/2018	WOOLPERT INC Enterprise Asset Management	P0096124	2018003095	04/24/2018	82,045.18
00192787	05/16/2018	US POSTMASTER ARTS & CULTURE POSTCARD MAILER		OH009850	05/15/2018	2,558.14
00192788	05/17/2018	ACCESS BLACK BOX PICK UP AND DELIVERY	P0099405	2590598	04/30/2018	434.94
00192789	05/17/2018	AIRGAS USA LLC Oxygen/Fire	P0099387	9800453895/99533	04/03/2018	881.20
00192790	05/17/2018	AWC MAY 2018		OH009866	05/01/2018	348.30
00192791	05/17/2018	B&B UTILITIES & EXCAVATION LLC EMW 5400-600 BLK WATER SYSTEM	P0099055	OH009852	04/30/2018	189,448.58
00192792	05/17/2018	BEACON ATHLETICS STREAMLINER REFURBISH KITS	P0099351	0487791IN	03/29/2018	295.00
00192793	05/17/2018	BEN'S CLEANER SALES INC PRESSURE WASHER PARTS	P0099337	292434	04/05/2018	280.37
00192794	05/17/2018	BERTLIN, DEBBIE PARKING EXPENSES		OH009867	05/03/2018	41.75
00192795	05/17/2018	BEST PARKING LOT CLEANING INC 2017-18 SANITARY SEWER CCTV	P94698	C167708	04/28/2018	484.00
00192796	05/17/2018	BRAILEY CONSULTING Apr 2018 Public Engagement	P0099406	OH009851	05/03/2018	3,500.00
00192797	05/17/2018	CAMDEN GARDENS Aljoya & Aubrey Davis Park Sh	P0097869	67485	05/01/2018	424.88
00192798	05/17/2018	CARLSON, LARRY LEOFF 1 Medicare Reimb 6/1/201	P0099433	OH009853	05/15/2018	402.00
00192799	05/17/2018	CDW GOVERNMENT INC Acrobat Creative Cloud Renewal	P0099222	MNW1405	04/30/2018	3,551.20
00192800	05/17/2018	CEDAR GROVE COMPOSTING INC Organic Waste Service CH Ap	P0099409	0000390077	04/30/2018	55.20
00192801	05/17/2018	CHS ENGINEERING INC 81 AVE BACKYARD SIDE SEWER PHA	P0097718	8017041804	04/27/2018	1,611.63
00192802	05/17/2018	CINTAS CORPORATION #460 2018 COVERALL/LAUNDRY SERVICE	P0099091	OH009857	04/30/2018	1,038.36
00192803	05/17/2018	COMCAST FIRE STATION 92 FIBER CIRCUIT	P0097793	64793099	05/01/2018	1,256.40
00192804	05/17/2018	CONFIDENTIAL DATA DISPOSAL City Shredding Monthly Bill -	P0099371	99374	04/30/2018	200.00
00192805	05/17/2018	CULLIGAN SEATTLE WA Water Service/Fire	P0099388	201805672721	04/30/2018	228.43
00192806	05/17/2018	DANIEL, KAMARIA MI-TV Council Broadcast 4/3	P0099407	014	05/07/2018	1,140.00
00192807	05/17/2018	DATAQUEST LLC Background Check T. Acker Invo	P0097714	5382	04/30/2018	507.00
00192808	05/17/2018	DEEDS, EDWARD G LEOFF 1 Medicare Reimbursement	P0099434	OH009854	05/15/2018	20.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192809	05/17/2018	DUNBAR ARMORED MAY2018 Armored Car Service	P0099400	4192896	05/01/2018	2,075.77
00192810	05/17/2018	EASTSIDE MOBILE AUTO GLASS Rock Chip Repair/Pickup Truck	P0099395	I313725	03/20/2018	87.99
00192811	05/17/2018	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P0097864	9318	05/01/2018	2,903.75
00192812	05/17/2018	EQUIFAX Credit Checks for Police Entry	P0099375	4791623	04/17/2018	62.17
00192813	05/17/2018	FIRE PROTECTION INC ALARM MONITORING CITY BLDGS	P0099402	44330	05/01/2018	951.09
00192814	05/17/2018	FISHER SPORTS ACADEMY Instructor fee - course #0791	P0099416	0792	05/14/2018	262.50
00192815	05/17/2018	GRAINGER INVENTORY PURCHASES	P0099275	9776085962	05/02/2018	595.12
00192816	05/17/2018	HABITAT RESTORATION SPEC LLC Clarke Beach Park Vegetation W	P0098328	15	05/01/2018	5,450.00
00192817	05/17/2018	HAKOMORI, MITSUKO Instructor fee course #0755	P0099419	0755	05/14/2018	378.70
00192818	05/17/2018	HAMMER, SAMANTHA FUEL EXPENSE FOR #424		OH009863	04/29/2018	79.74
00192819	05/17/2018	HEALTHFORCE PARTNERS LLC Immunization for staff	P0099342	12711	04/30/2018	190.00
00192820	05/17/2018	HILTNER, PETER LEOFF 1 Medicare Reimbursement	P0099432	OH009858	05/15/2018	3,327.00
00192821	05/17/2018	HONEYWELL, MATTHEW V Professional Services - Invoic	P0099352	1028	05/08/2018	2,300.00
00192822	05/17/2018	HORIZON GREEN IRRIGATION BOX	P0099332	3M267441	05/01/2018	410.51
00192823	05/17/2018	INTERIOR FOLIAGE CO, THE CITY HALL INTERIOR LANDSCAPING	P0099355	39409	05/01/2018	272.58
00192824	05/17/2018	JOHNSON JR, MARV Instructor fee course #0139	P0099418	0139	05/14/2018	217.00
00192825	05/17/2018	JON-DON INC RED FLOOR PADS & ACRYLIC FINIS	P0099338	3190504	04/27/2018	254.25
00192826	05/17/2018	KC CONSERVATION FUTURES COMM Rental FA-0078 completed. Retu	P0099366	FA0078	05/10/2018	50.00
00192827	05/17/2018	KC RECORDER SEWER LIEN	P0099449	OH009859	05/16/2018	34.00
00192828	05/17/2018	KING CO CONSERVATION DISTRICT Rental FA-0563 completed. Retu	P0099359	FA0563	05/10/2018	50.00
00192829	05/17/2018	KING COUNTY FINANCE SOLID WASTE DISPOSAL	P0097859	30023471	05/01/2018	403,878.96
00192830	05/17/2018	KPG 2018 SE 40TH ST COORIDOR	P0097771	416218	05/04/2018	33,272.59
00192831	05/17/2018	LANGUAGE LINE SERVICES phone interpreter - invoice #4	P0099295	4309038	04/30/2018	14.31
00192832	05/17/2018	LEE, CHRISTINE withdrew from Parents Night Ou	P0099398	OH009860	05/14/2018	21.00
00192833	05/17/2018	LEOPOLD, FREDERIC LEOFF1 Retiree Medical Expense	P0099353	OH009862	05/09/2018	60.00
00192834	05/17/2018	LIFE ASSIST INC Aid Supplies	P0099393	854746/358/85374	05/02/2018	2,119.26

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192835	05/17/2018	M & M BALLOON CO Helium Tank rental for MICEC	P0097868	33841	05/01/2018	18.15
00192836	05/17/2018	MALLORY SAFETY SUPPLY CLASS III JACKET (1-LG, 1-XLG)	P0099314	4441114	05/02/2018	128.97
00192837	05/17/2018	MCCOY, STEPHEN W STAPLES		OH009865	05/15/2018	6.93
00192838	05/17/2018	MI HARDWARE - FIRE Roofing Nails for Training	P0099391	OH009861	04/30/2018	4.54
00192839	05/17/2018	MOBERLY AND ROBERTS Professional services - Invoic	P0099348	745	05/01/2018	6,150.00
00192840	05/17/2018	MONARCH LANDSCAPING WA LLC City Hall, FS91, FS 92 &	P0097982	45167/8/9/70/71	05/01/2018	4,261.05
00192841	05/17/2018	MORRIS, JOSEPH P CONFERENCE EXPENSE		OH009864	05/15/2018	409.59
00192842	05/17/2018	MORRIS-HANSEN ENT INC WINDOW WASHING AND GUTTER CLEA	P0099365	55403	05/07/2018	2,005.60
00192843	05/17/2018	MOUNTAINS TO SOUND 2017-18 Mountains to Sound Gre	P93597	#5	03/31/2018	2,535.00
00192844	05/17/2018	NEKAHI, MICHAEL Rental FA-0193 completed. Retu	P0099399	FA0193	05/14/2018	190.00
00192845	05/17/2018	NELSON TRUCK EQUIPMENT CO INC SANDER FOR FL-0422 INV 661978	P0099415	661978	02/02/2018	276.07
00192846	05/17/2018	O'REILLY AUTOMOTIVE INC Apparatus Parts - 8611	P0099392	2519441731/28292	04/06/2018	206.28
00192847	05/17/2018	OVERLAKE OIL 2018 FUEL DELIVERY	P0097948	0188346IN	04/26/2018	2,611.04
00192848	05/17/2018	PACIFIC AIR CONTROL INC REPLACED BURNER CONTROL IN BOI	P0099430	11713	04/27/2018	1,265.00
00192849	05/17/2018	PRAXAIR DISTRIBUTION INC 2018 ACETYLENE & OXYGEN TANK R	P0098287	82777283	04/30/2018	52.42
00192850	05/17/2018	PUSHING BOUNDRIES c/o Suzette Hart. Rental FA-01	P0099422	FA0190	05/15/2018	150.00
00192851	05/17/2018	RAINIER BUILDING SERVICES JANITORIAL SERVICE CITY BLDGS	P0099411	18202	04/30/2018	11,958.87
00192852	05/17/2018	RICOH USA INC Cost Per Copy/Fire	P0099389	5053211241	04/25/2018	119.68
00192853	05/17/2018	SALSA DE ROSA LLC SUPPLIES FOR EVENT		470119	05/18/2018	34.00
00192854	05/17/2018	SAND, KARI L PER DIEM REIMBURSEMENT		OH009868	05/09/2018	256.45
00192855	05/17/2018	STERICYCLE INC On-Call Charges/Fire	P0099386	3004249983	04/30/2018	10.36
00192856	05/17/2018	SUNTRUST EQUIPMENT FINANCE Interest 2012 Fire Apparatus	P0099165	1656839	04/17/2018	70,715.48
00192857	05/17/2018	SWIFT, KAREN Instructor fee course #0651	P0099420	0651	05/14/2018	310.80
00192858	05/17/2018	TEC EQUIPMENT INC Apparatus Parts (includes Fina	P0099390	258207S	04/13/2018	78.42
00192859	05/17/2018	TRUE NORTH LAND SURVEYING INC Luther Burbank Boiler Building	P0098207	6118	05/08/2018	4,500.23
00192860	05/17/2018	US BANK CORP PAYMENT SYS AMAZON MKTPLACE PMTS		5894 MAY2018	05/07/2018	31,801.35

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192861	05/17/2018	WAVE FOUNDATION, THE c/o Gina Kavesh. Rental FA-016	P0099421	FA0162	05/15/2018	346.00
00192862	05/17/2018	WEST COAST SIGNAL INC ELECTRICAL REPAIRS & SERVICES	P0098051	2381	04/17/2018	2,773.21
00192863	05/17/2018	WIMACTEL INC POLICE LOBBY PAY PHONE	P0099404	000174886	05/01/2018	60.50
00192864	05/17/2018	WORKSAFE SERVICE INC, A Drug Testing T. Vandecar Invoi	P0099354	257866/257866	04/30/2018	125.00
00192865	05/17/2018	XEROX CORPORATION PRINTER SUPPLIES		230075193	05/01/2018	702.54
					Total	<u>894,677.78</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0099421	00192861	WAVE FOUNDATION, THE	c/o Gina Kavesh. Rental FA-016	346.00
P0099399	00192844	NEKAHI, MICHAEL	Rental FA-0193 completed. Retu	190.00
P0099422	00192850	PUSHING BOUNDRIES	c/o Suzette Hart. Rental FA-01	150.00
P0099366	00192826	KC CONSERVATION FUTURES COMM	Rental FA-0078 completed. Retu	50.00
P0099359	00192828	KING CO CONSERVATION DISTRICT	Rental FA-0563 completed. Retu	50.00
P0099398	00192832	LEE, CHRISTINE	withdrew from Parents Night Ou	21.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0099247	00192815	GRAINGER	INVENTORY PURCHASES	248.68
P0099280	00192815	GRAINGER	INVENTORY PURCHASES	228.74
<i>Org Key: 814083 - Vol Life Ins - States West Lif</i>				
	00192790	AWC	MAY 2018	348.30
<i>Org Key: CA1100 - Administration (CA)</i>				
	00192854	SAND, KARI L	PER DIEM REIMBURSEMENT	256.45
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	38.68
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	21.46
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0099348	00192839	MOBERLY AND ROBERTS	Professional services - Invoic	6,150.00
P0099352	00192821	HONEYWELL, MATTHEW V	Professional services - Invoic	1,600.00
P0099350	00192821	HONEYWELL, MATTHEW V	Professional Services - Invoic	700.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0099406	00192796	BRAILEY CONSULTING	Apr 2018 Public Engagement	3,500.00
	00192787	US POSTMASTER	ARTS & CULTURE POSTCARD MAILER	2,558.14
	00192860	US BANK CORP PAYMENT SYS	TST* HOMEGROWN 1008	33.31
	00192860	US BANK CORP PAYMENT SYS	TST* HOMEGROWN 1008	23.38
P0099431	00192807	DATAQUEST LLC	Background Check T. Acker Invo	21.50
P0099272	00192807	DATAQUEST LLC	Background A. Keverkamp	21.50
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	20.89
	00192860	US BANK CORP PAYMENT SYS	U-PARK SYSTEM 087	7.00
	00192860	US BANK CORP PAYMENT SYS	SEATTLE METER PARKING	5.86
	00192860	US BANK CORP PAYMENT SYS	SEATTLE METER PARKING	0.25
<i>Org Key: CM1300 - Sustainability</i>				
P0099409	00192800	CEDAR GROVE COMPOSTING INC	Organic Waste Service CH Ap	27.60
P0099409	00192800	CEDAR GROVE COMPOSTING INC	Organic Waste Service LB Ap	27.60
<i>Org Key: CM1400 - Communications</i>				
P0099222	00192799	CDW GOVERNMENT INC	Acrobat Creative Cloud Renewal	887.87
<i>Org Key: CO6100 - City Council</i>				
P0099407	00192806	DANIEL, KAMARIA	MI-TV Council Broadcast 4/3	330.00
P0099407	00192806	DANIEL, KAMARIA	MI-TV Council Broadcast 4/1	300.00
P0099407	00192806	DANIEL, KAMARIA	MI-TV MISD Broadcast 4/26	300.00
	00192860	US BANK CORP PAYMENT SYS	GOURMONDO CATERING	220.59
P0099407	00192806	DANIEL, KAMARIA	MI-TV MISD Broadcast 4/5	210.00
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	57.73
	00192794	BERTLIN, DEBBIE	PARKING EXPENSES	41.75
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	16.33

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00192860	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	135.00
	00192860	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	135.00
	00192860	US BANK CORP PAYMENT SYS	CRAIGSLIST.ORG	90.00
P0099375	00192812	EQUIFAX	Credit Checks for Police Entry	62.17
P0099431	00192807	DATAQUEST LLC	Background Check. J Hong Invoi	36.50
	00192860	US BANK CORP PAYMENT SYS	THE UPS STORE #1081	31.64
	00192860	US BANK CORP PAYMENT SYS	RITE AID STORE - 5179	16.16
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	12.00
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	10.86
<i>Org Key: CT1100 - Municipal Court</i>				
P0099431	00192807	DATAQUEST LLC	Background Check D. Baez Invoi	21.50
P0099295	00192831	LANGUAGE LINE SERVICES	phone interpreter - invoice #4	14.31
<i>Org Key: DS1100 - Administration (DS)</i>				
	00192860	US BANK CORP PAYMENT SYS	ALASKA AIR 0272170211747	504.41
	00192860	US BANK CORP PAYMENT SYS	AMERICAN PLANNING A	469.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	192.50
	00192860	US BANK CORP PAYMENT SYS	GRUB HUB	166.04
	00192860	US BANK CORP PAYMENT SYS	OLIVE GARDEN 0021318	163.34
	00192860	US BANK CORP PAYMENT SYS	AMERICAN PLANNING A	95.00
	00192860	US BANK CORP PAYMENT SYS	GOURMONDO CATERING	92.30
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	72.93
P0099272	00192807	DATAQUEST LLC	Background G. Hagstrom	53.50
	00192860	US BANK CORP PAYMENT SYS	COLLER INDUSTRIES INC	41.26
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	38.70
	00192860	US BANK CORP PAYMENT SYS	ACT*MRSC	35.00
	00192860	US BANK CORP PAYMENT SYS	TRAVEL INSURANCE POLICY	30.26
P0099431	00192807	DATAQUEST LLC	Background Check D. Zlateff	21.50
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	13.11
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	3.75
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
	00192860	US BANK CORP PAYMENT SYS	FENIX LIGHTING	139.90
	00192860	US BANK CORP PAYMENT SYS	MP-*MYBUILDINGPERMIT	80.00
	00192860	US BANK CORP PAYMENT SYS	MP-*MYBUILDINGPERMIT	80.00
	00192860	US BANK CORP PAYMENT SYS	MP-*MYBUILDINGPERMIT	80.00
	00192860	US BANK CORP PAYMENT SYS	INT'L CODE COUNCIL INC	79.00
P0099257	00192815	GRAINGER	GFCI TESTER & BIFOCAL SAFETY G	67.66
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	28.58
<i>Org Key: FN1100 - Administration (FN)</i>				
	00192860	US BANK CORP PAYMENT SYS	UTILITY SINK-STATION 91	3,985.69
	00192860	US BANK CORP PAYMENT SYS	MBP.com MERCHANT FEES	54.10
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	24.00
	00192860	US BANK CORP PAYMENT SYS	NORCOM MEETING	5.00
<i>Org Key: FN2100 - Data Processing</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	109.92
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS WWW.	13.19
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0099449	00192827	KC RECORDER	SEWER LIEN	34.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P0097793	00192803	COMCAST	FIRE STATION 92 FIBER CIRCUIT	409.75
P0099388	00192805	CULLIGAN SEATTLE WA	Water Service/Fire	228.43
	00192860	US BANK CORP PAYMENT SYS	FERGUSON ENT #3037	180.98
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	153.70
	00192860	US BANK CORP PAYMENT SYS	JOINIPSA.ORG	125.00
P0099389	00192852	RICOH USA INC	Cost Per Copy/Fire	119.68
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	111.94
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	65.78
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	63.20
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	50.69
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	46.12
	00192860	US BANK CORP PAYMENT SYS	PEN*PENNWELL SUBSCRIPT	39.00
	00192860	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	21.11
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	CORRYS TOXIN FREE DRY	10.47
	00192837	MCCOY, STEPHEN W	STAPLES	6.93
<i>Org Key: FR2100 - Fire Operations</i>				
P0097864	00192811	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	1,111.00
P0099392	00192846	O'REILLY AUTOMOTIVE INC	Apparatus Parts - 8611	211.11
P0099395	00192810	EASTSIDE MOBILE AUTO GLASS	Rock Chip Repair/Pickup Truck	87.99
P0099390	00192858	TEC EQUIPMENT INC	Apparatus Parts (includes Fina	78.42
P0099392	00192846	O'REILLY AUTOMOTIVE INC	Apparatus Part Return/Credit	-4.83
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0099393	00192834	LIFE ASSIST INC	Aid Supplies	2,119.26
P0099387	00192789	AIRGAS USA LLC	Oxygen/Fire	881.20
P0099386	00192855	STERICYCLE INC	On-Call Charges/Fire	10.36
<i>Org Key: FR4100 - Training</i>				
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS WWW.	313.35
	00192860	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	164.34
P0099391	00192838	MI HARDWARE - FIRE	Roofing Nails for Training	4.54
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	266.10
	00192860	US BANK CORP PAYMENT SYS	LIFETEK, INC.	193.16
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	-15.39
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	-194.15
<i>Org Key: GDI503 - Interest-Equip Rental</i>				
P0099165	00192856	SUNTRUST EQUIPMENT FINANCE	Interest 2012 Fire Apparatus	8,152.29
<i>Org Key: GDP503 - Principal - Equip Rental</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099165	00192856	SUNTRUST EQUIPMENT FINANCE	Principal 2012 Fire Apparatus	62,563.19
<i>Org Key: GGM001 - General Government-Misc</i>				
P0097793	00192803	COMCAST	CITY HALL BACKUP INTERNET	846.65
P0099400	00192809	DUNBAR ARMORED	MAY2018 Armored Car Service	597.36
	00192860	US BANK CORP PAYMENT SYS	STAPLES 00113456	227.14
	00192860	US BANK CORP PAYMENT SYS	Director Interview Panel.	121.78
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	120.88
	00192860	US BANK CORP PAYMENT SYS	BENNETT'S PURE FOOD BISTR	81.00
	00192860	US BANK CORP PAYMENT SYS	THE CALCUTTA GRILL (THE G	72.50
	00192860	US BANK CORP PAYMENT SYS	MIOPOSTO MERCER ISLAND	69.35
	00192860	US BANK CORP PAYMENT SYS	SURVEYSHARE.COM	19.98
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0099371	00192804	CONFIDENTIAL DATA DISPOSAL	City Shredding Monthly Bill -	200.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	50.70
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0099432	00192820	HILTNER, PETER	LEOFF 1 Medicare Reimbursement	3,327.00
P0099433	00192798	CARLSON, LARRY	LEOFF 1 Medicare Reimb 6/1/201	402.00
P0099353	00192833	LEOPOLD, FREDERIC	LEOFF1 Retiree Medical Expense	60.00
P0099434	00192808	DEEDS, EDWARD G	LEOFF 1 Medicare Reimbursement	20.00
<i>Org Key: IS1100 - IGS Mapping</i>				
	00192860	US BANK CORP PAYMENT SYS	WAURISA	250.00
	00192860	US BANK CORP PAYMENT SYS	KING CO DES RALS ARCHI	60.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0099405	00192788	ACCESS	BLACK BOX PICK UP AND DELIVERY	434.94
	00192860	US BANK CORP PAYMENT SYS	COAST WENATCHEE CENTER HO	369.24
	00192860	US BANK CORP PAYMENT SYS	WASHINGTON AWARDS	226.60
	00192860	US BANK CORP PAYMENT SYS	ISACA	180.00
	00192860	US BANK CORP PAYMENT SYS	MSFT * E04005JAZ5	152.21
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0110	115.23
P0099404	00192863	WIMACTEL INC	POLICE LOBBY PAY PHONE	60.50
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	39.57
	00192860	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	38.00
	00192860	US BANK CORP PAYMENT SYS	TST* BA BAR	34.08
	00192860	US BANK CORP PAYMENT SYS	82172 - AMAZON.COM PHASE	22.07
	00192860	US BANK CORP PAYMENT SYS	AMAZON WEB SERVICES	22.06
	00192860	US BANK CORP PAYMENT SYS	WEB*REGISTERWEBSITE	14.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	12.00
	00192860	US BANK CORP PAYMENT SYS	PIKE PLACE AT THE COMMONS	2.35
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0098051	00192862	WEST COAST SIGNAL INC	ELECTRICAL REPAIRS & SERVICES	2,773.21
	00192860	US BANK CORP PAYMENT SYS	COLLER INDUSTRIES INC	27.68
P0099431	00192807	DATAQUEST LLC	Background Check K. Hawkins In	21.50
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0099314	00192836	MALLORY SAFETY SUPPLY	CLASS III JACKET (1-LG, 1-XLG)	64.48
<i>Org Key: MT3400 - Sewer Collection</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099427	00192829	KING COUNTY FINANCE	SOLID WASTE DISPOSAL	902.10
P94698	00192795	BEST PARKING LOT CLEANING INC	2017-18 SANITARY SEWER CCTV	484.00
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00192860	US BANK CORP PAYMENT SYS	VZWRLSS*ETMWPNO211501	32.98
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0099091	00192802	CINTAS CORPORATION #460	2018 COVERALL/LAUNDRY SERVICE	1,038.36
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	344.01
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	141.24
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	131.90
P0099342	00192819	HEALTHFORCE PARTNERS LLC	Immunization for staff	95.00
P0099354	00192864	WORKSAFE SERVICE INC, A	Drug Testing T. Vandecar Invoi	90.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	83.70
	00192860	US BANK CORP PAYMENT SYS	RIVIERA MAYA	81.69
	00192860	US BANK CORP PAYMENT SYS	COLLER INDUSTRIES INC	29.52
P0097864	00192811	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	25.25
P0099431	00192807	DATAQUEST LLC	Background Check T. Vandecar	21.50
P0099431	00192807	DATAQUEST LLC	Background Check J. Langlois	21.50
	00192860	US BANK CORP PAYMENT SYS	AMAZONPRIME MEMBERSHIP	14.29
	00192860	US BANK CORP PAYMENT SYS	IPM STADIUM PLACE	9.00
	00192860	US BANK CORP PAYMENT SYS	AMAZONPRIME MEMBERSHIP	-14.29
<i>Org Key: MT4200 - Building Services</i>				
P0099411	00192851	RAINIER BUILDING SERVICES	JANITORIAL SERVICE CITY BLDGS	5,126.11
P0099365	00192842	MORRIS-HANSEN ENT INC	CLEAN WINDOWS & GUTTERS CITY H	1,427.90
P0099402	00192813	FIRE PROTECTION INC	ALARM MONITORING CITY BLDGS	399.00
P0099355	00192823	INTERIOR FOLIAGE CO, THE	CITY HALL INTERIOR LANDSCAPING	272.58
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	102.18
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	27.56
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	27.56
	00192860	US BANK CORP PAYMENT SYS	PLATT ELECTRIC 002	23.46
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	11.02
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	11.02
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	2.19
	00192860	US BANK CORP PAYMENT SYS	APL* ITUNES.COM/BILL	2.19
<i>Org Key: MT4210 - Building Landscaping</i>				
P0097982	00192840	MONARCH LANDSCAPING WA LLC	City Hall, FS91, FS 92 &	2,623.09
<i>Org Key: MT4300 - Fleet Services</i>				
P0097948	00192847	OVERLAKE OIL	2018 FUEL DELIVERY	2,611.04
P0099415	00192845	NELSON TRUCK EQUIPMENT CO INC	SANDER FOR FL-0422 INV 661978	271.99
	00192860	US BANK CORP PAYMENT SYS	COGGNO TRAINING	150.00
	00192860	US BANK CORP PAYMENT SYS	P&R Senior trip	95.00
P0098287	00192849	PRAXAIR DISTRIBUTION INC	2018 ACETYLENE & OXYGEN TANK R	52.42
P0099415	00192845	NELSON TRUCK EQUIPMENT CO INC	SERVICE CHARGE	4.08
	00192860	US BANK CORP PAYMENT SYS	GOOD2GO-INTERNET	2.75
<i>Org Key: MT4502 - Sewer Administration</i>				
P0097859	00192829	KING COUNTY FINANCE	MONTHLY SEWER JAN-DEC 2018	402,976.86
<i>Org Key: PO1100 - Administration (PO)</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192860	US BANK CORP PAYMENT SYS	PARK PLAZA HOTEL BOSTO	342.20
	00192860	US BANK CORP PAYMENT SYS	Dispatch Appreciation Week	200.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	145.31
	00192860	US BANK CORP PAYMENT SYS	IN *KROESENS UNIFORM COMP	76.89
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	46.30
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
Org Key: PO1350 - Police Emergency Management				
	00192860	US BANK CORP PAYMENT SYS	Crime Prevention/Community out	680.01
	00192860	US BANK CORP PAYMENT SYS	WSU CONF MGMT PUYALLUP	350.00
P0097864	00192811	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	328.25
	00192860	US BANK CORP PAYMENT SYS	HOTEL MURANO	143.11
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	111.20
	00192860	US BANK CORP PAYMENT SYS	Patrol vehicle sensory kit ite	86.56
P0099378	00192807	DATAQUEST LLC	EMAC Volunteer Backgrounds -	43.00
Org Key: PO1650 - Regional Radio Operations				
P0097864	00192811	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	1,439.25
Org Key: PO1700 - Records and Property				
	00192860	US BANK CORP PAYMENT SYS	Records dishwashing and hand s	15.87
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	12.00
Org Key: PO2100 - Patrol Division				
	00192860	US BANK CORP PAYMENT SYS	Gas Mask Replacement Canisters	334.97
	00192860	US BANK CORP PAYMENT SYS	Road flare bags	117.94
	00192860	US BANK CORP PAYMENT SYS	RADAR repair - A. Ormsby	43.13
Org Key: PO2200 - Marine Patrol				
	00192860	US BANK CORP PAYMENT SYS	Adapter for Trailer - Marine P	21.99
Org Key: PO2350 - Bike Patrol				
	00192860	US BANK CORP PAYMENT SYS	Bike patrol brake lever replac	61.03
	00192860	US BANK CORP PAYMENT SYS	Bike Patrol Unit shorts	34.96
Org Key: PO3100 - Investigation Division				
	00192841	MORRIS, JOSEPH P	CONFERENCE EXPENSE	409.59
	00192860	US BANK CORP PAYMENT SYS	Tuition for 2018 WHIA Conferen	300.00
	00192860	US BANK CORP PAYMENT SYS	Tuition for 2018 WHIA Conferen	300.00
	00192860	US BANK CORP PAYMENT SYS	Subscription service for trail	19.99
	00192860	US BANK CORP PAYMENT SYS	Parking for Det. Morris for El	15.00
Org Key: PO4100 - Firearms Training				
	00192860	US BANK CORP PAYMENT SYS	Def Tech bandoleros	226.43
Org Key: PO4300 - Police Training				
	00192860	US BANK CORP PAYMENT SYS	Supervisor Leadership Institut	650.00
	00192818	HAMMER, SAMANTHA	FUEL EXPENSE FOR #424	79.74
Org Key: PR0000 - Parks & Recreation-Revenue				
P0099156	00192785	WING, NANCY SOHO	Gallery sales - February 26 -	146.25
Org Key: PR1100 - Administration (PR)				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099222	00192799	CDW GOVERNMENT INC	Acrobat Creative Cloud Renewal	1,775.46
	00192860	US BANK CORP PAYMENT SYS	Online marketing	55.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	38.79
	00192860	US BANK CORP PAYMENT SYS	P&R survey subscription	35.00
	00192860	US BANK CORP PAYMENT SYS	DOLLAR TREE	23.10
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS WWW.	4.67
<i>Org Key: PR1500 - Urban Forest Management</i>				
	00192860	US BANK CORP PAYMENT SYS	SOCIETY FOR ECOLOGICAL RE	65.00
<i>Org Key: PR2100 - Recreation Programs</i>				
P0099419	00192817	HAKOMORI, MITSUKO	Instructor fee course #0755	378.70
	00192860	US BANK CORP PAYMENT SYS	WRPA conference	236.92
	00192860	US BANK CORP PAYMENT SYS	WRPA Conference Fee for Zach T	219.00
P0099418	00192824	JOHNSON JR, MARV	Instructor fee course #0139	217.00
	00192860	US BANK CORP PAYMENT SYS	Senior Trip admission to garde	189.00
	00192860	US BANK CORP PAYMENT SYS	Around the World Event.	142.77
P0099417	00192814	FISHER SPORTS ACADEMY	Instructor fee - course #0791	136.50
	00192860	US BANK CORP PAYMENT SYS	Parent's Night Out supplies	132.05
P0099416	00192814	FISHER SPORTS ACADEMY	Instructor fee - course #0792	126.00
	00192860	US BANK CORP PAYMENT SYS	HOMEGROWN MOTO	78.31
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND A	66.00
P0099263	00192807	DATAQUEST LLC	Background check	43.00
	00192860	US BANK CORP PAYMENT SYS	senior trip - 2 driver's lunch	42.89
	00192860	US BANK CORP PAYMENT SYS	Egg Hunt Volunteers.	30.00
	00192860	US BANK CORP PAYMENT SYS	WRPA Conference parking	24.00
	00192860	US BANK CORP PAYMENT SYS	Parking for WRPA Conference.	24.00
	00192860	US BANK CORP PAYMENT SYS	Senior Trip Lunch	20.43
	00192860	US BANK CORP PAYMENT SYS	Parking for 2018 Swim Beach Mo	18.39
	00192860	US BANK CORP PAYMENT SYS	Senior Trip Parking	14.71
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	11.99
	00192860	US BANK CORP PAYMENT SYS	L4G boost	6.59
	00192860	US BANK CORP PAYMENT SYS	Parent's Night Out supplies	4.93
	00192860	US BANK CORP PAYMENT SYS	Parent's Night Out supplies	3.29
	00192860	US BANK CORP PAYMENT SYS	Bus parking - senior trip	3.00
	00192860	US BANK CORP PAYMENT SYS	Bus parking - senior trip	3.00
<i>Org Key: PR2101 - Youth and Teen Camps</i>				
	00192860	US BANK CORP PAYMENT SYS	PAGLIACCI MERCER ISLAND	107.86
	00192860	US BANK CORP PAYMENT SYS	DOLLAR TREE	4.00
<i>Org Key: PR2104 - Special Events</i>				
	00192860	US BANK CORP PAYMENT SYS	Leap For Green linen rental	345.55
	00192860	US BANK CORP PAYMENT SYS	Leap For Green craft supplies	60.91
	00192860	US BANK CORP PAYMENT SYS	Letterboxing boxes	28.84
	00192860	US BANK CORP PAYMENT SYS	PARTY @ DISPLAY & COSTUME	26.59
	00192860	US BANK CORP PAYMENT SYS	TRADER JOE'S #129 QPS	22.02
	00192860	US BANK CORP PAYMENT SYS	Leap For Green craft supplies	15.90
	00192860	US BANK CORP PAYMENT SYS	DOLLAR TREE	8.83

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR2108 - Health and Fitness</i>				
P0099420	00192857	SWIFT, KAREN	Instructor fee course #0651	310.80
	00192860	US BANK CORP PAYMENT SYS	MAPLEWOOD GOLF COURSE	27.00
	00192860	US BANK CORP PAYMENT SYS	golf program	20.00
	00192860	US BANK CORP PAYMENT SYS	Golf Program	14.00
	00192860	US BANK CORP PAYMENT SYS	Golf Program	4.50
<i>Org Key: PR3500 - Senior Services</i>				
	00192860	US BANK CORP PAYMENT SYS	Lake Chelan Senior Trip	567.00
	00192860	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	161.63
	00192860	US BANK CORP PAYMENT SYS	GROCERY OUTLET OF S	47.80
	00192860	US BANK CORP PAYMENT SYS	Senior trip	45.44
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	44.61
	00192860	US BANK CORP PAYMENT SYS	GROCERY OUTLET OF S	43.45
	00192860	US BANK CORP PAYMENT SYS	C&C SMART FOOD52105590	38.97
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	29.86
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0001	25.83
P0099263	00192807	DATAQUEST LLC	Background check	21.50
P0097868	00192835	M & M BALLOON CO	Helium Tank rental for MICEC	18.15
	00192860	US BANK CORP PAYMENT SYS	FATBURGER	17.12
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	14.35
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	13.48
	00192860	US BANK CORP PAYMENT SYS	MICHAELS STORES 2038	13.18
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	11.08
	00192860	US BANK CORP PAYMENT SYS	GROCERY OUTLET OF S	8.99
	00192860	US BANK CORP PAYMENT SYS	SMART FOODSVC 52105517	8.36
	00192860	US BANK CORP PAYMENT SYS	Senior trip	5.00
	00192860	US BANK CORP PAYMENT SYS	WALGREENS #3733	4.00
<i>Org Key: PR4100 - Community Center</i>				
P0099411	00192851	RAINIER BUILDING SERVICES	JANITORIAL SERVICE CITY BLDGS	2,496.77
P0097982	00192840	MONARCH LANDSCAPING WA LLC	MICEC - 2018 Landscape Mainten	1,383.69
P0099430	00192848	PACIFIC AIR CONTROL INC	REPLACED BURNER CONTROL IN BOI	1,265.00
P0099222	00192799	CDW GOVERNMENT INC	Acrobat Creative Cloud Renewal	887.87
	00192860	US BANK CORP PAYMENT SYS	DISPLAYS2GO	803.35
P0099400	00192809	DUNBAR ARMORED	MAY2018 Armored Car Service	597.36
	00192860	US BANK CORP PAYMENT SYS	YELPINC*BIZSERVICES	260.12
	00192860	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	228.16
	00192860	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	228.16
	00192860	US BANK CORP PAYMENT SYS	HILTON HOTELS AIRPORT	225.68
	00192860	US BANK CORP PAYMENT SYS	HILTON HOTELS AIRPORT	225.68
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS WWW.	197.39
P0099402	00192813	FIRE PROTECTION INC	ALARM MONITORING CITY BLDGS	150.15
	00192860	US BANK CORP PAYMENT SYS	VISTAPR*VISTAPRINT.COM	139.95
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS WWW.	79.16
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	76.77
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	70.62
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	68.74
	00192860	US BANK CORP PAYMENT SYS	LOWES #00907*	66.04
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	64.89
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	60.24

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	52.99
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	52.76
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	50.67
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	46.19
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	43.99
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	40.16
	00192860	US BANK CORP PAYMENT SYS	THE WEBSTAIRANT STORE	39.78
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	39.56
	00192853	SALSA DE ROSA LLC	SUPPLIES FOR EVENT	34.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	25.79
	00192860	US BANK CORP PAYMENT SYS	HILTON AIRPORT PRKNG	24.00
	00192860	US BANK CORP PAYMENT SYS	LOWES #00004*	23.47
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	16.48
	00192860	US BANK CORP PAYMENT SYS	HILTON AIRPORT PRKNG	12.00
	00192860	US BANK CORP PAYMENT SYS	HILTON HOTELS AIRPORT	12.00
	00192860	US BANK CORP PAYMENT SYS	HILTON HOTELS AIRPORT	12.00

Org Key: PR5400 - Gallery Program

P0097865	00192784	WIBLE, CONNIE M	Arts Council Artists' receptio	150.00
	00192860	US BANK CORP PAYMENT SYS	GRUBHUBMOSPIZZA	49.65
	00192860	US BANK CORP PAYMENT SYS	FOSSIL INDUSTRIES INC	49.00
	00192860	US BANK CORP PAYMENT SYS	SAFEWAY #2932	25.32

Org Key: PR5700 - Special Programs

	00192860	US BANK CORP PAYMENT SYS	Banner Call for Artist adverti	179.00
	00192860	US BANK CORP PAYMENT SYS	Banner Call for Artist adverti	5.00

Org Key: PR6100 - Park Maintenance

P0099337	00192793	BEN'S CLEANER SALES INC	PRESSURE WASHER PARTS	280.37
P0099277	00192783	WHISTLE WORKWARE	SAFETY BOOTS & MISC. WORK CLOT	247.15
P0099332	00192822	HORIZON	GREEN IRRIGATION BOX	167.10
	00192860	US BANK CORP PAYMENT SYS	WSNLA	150.00
P0099336	00192825	JON-DON INC	RED FLOOR PADS & ACRYLIC FINIS	80.80
P0099338	00192825	JON-DON INC	RED FLOOR PADS & ACRYLIC FINIS	58.97
P0099314	00192836	MALLORY SAFETY SUPPLY	CLASS III JACKET (1-LG, 1-XLG)	64.49
P0099354	00192864	WORKSAFE SERVICE INC, A	Drug Testing B. Schumacher Inv	35.00
	00192860	US BANK CORP PAYMENT SYS	HILTON AIRPORT PRKNG	12.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	12.00

Org Key: PR6200 - Athletic Field Maintenance

P0099351	00192792	BEACON ATHLETICS	STREAMLINER REFURBISH KITS	147.50
P0099342	00192819	HEALTHFORCE PARTNERS LLC	Immunization for staff	95.00
P0099275	00192815	GRAINGER	ZIP TIES	50.04

Org Key: PR6500 - Luther Burbank Park Maint.

P0099411	00192851	RAINIER BUILDING SERVICES	JANITORIAL SERVICE CITY BLDGS	2,151.25
P0099401	00192842	MORRIS-HANSEN ENT INC	WINDOW WASHING AND GUTTER	577.70
P0099402	00192813	FIRE PROTECTION INC	ALARM MONITORING CITY BLDGS	215.97
P0099338	00192825	JON-DON INC	RED FLOOR PADS & ACRYLIC FINIS	57.24

Org Key: PR6600 - Park Maint-School Related

P0099351	00192792	BEACON ATHLETICS	STREAMLINER REFURBISH KITS	147.50
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Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P0097869	00192797	CAMDEN GARDENS	Aljoia & Aubrey Davis Park Sh	424.88
P0099332	00192822	HORIZON	IRRIGATION FITTINGS	243.41
P0099338	00192825	JON-DON INC	RED FLOOR PADS & ACRYLIC FINIS	57.24
<i>Org Key: PR6800 - Trails Maintenance</i>				
	00192860	US BANK CORP PAYMENT SYS	FORESTRY SUPPLIERS INC	282.64
	00192860	US BANK CORP PAYMENT SYS	JOHNSON'S SPIRIT	44.14
<i>Org Key: VCP104 - CIP Streets Salaries</i>				
	00192860	US BANK CORP PAYMENT SYS	DES STATE PRINTER	34.03
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00192860	US BANK CORP PAYMENT SYS	DES STATE PRINTER	34.03
	00192860	US BANK CORP PAYMENT SYS	RPNW - OFF STREET COT	12.00
	00192860	US BANK CORP PAYMENT SYS	RPNW - OFF STREET COT	6.00
<i>Org Key: VCP426 - CIP Sewer Salaries</i>				
	00192860	US BANK CORP PAYMENT SYS	AWWA EVENTS	850.00
	00192860	US BANK CORP PAYMENT SYS	DES STATE PRINTER	34.03
<i>Org Key: VCP432 - CIP Storm Drainage Salaries</i>				
	00192860	US BANK CORP PAYMENT SYS	DES STATE PRINTER	34.03
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
	00192860	US BANK CORP PAYMENT SYS	SELECTECH, INC.	1,400.00
<i>Org Key: WG141E - MICEC Equipment Replacement</i>				
	00192860	US BANK CORP PAYMENT SYS	SIGNATURE HARDWARE	899.75
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	215.20
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	184.27
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	77.36
	00192860	US BANK CORP PAYMENT SYS	ROSS STORES #1014	67.27
	00192860	US BANK CORP PAYMENT SYS	CASCADE FRAMES	37.39
	00192860	US BANK CORP PAYMENT SYS	JOANN STORES #2081	35.23
	00192860	US BANK CORP PAYMENT SYS	JOANN STORES #2081	22.45
	00192860	US BANK CORP PAYMENT SYS	WALGREENS #3733	19.22
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	11.32
<i>Org Key: WG702T - Document Managment</i>				
	00192860	US BANK CORP PAYMENT SYS	THE UPS STORE #1081	35.04
<i>Org Key: WP122R - Vegetation Management</i>				
P0098328	00192816	HABITAT RESTORATION SPEC LLC	Clarke Beach Park Vegetation W	5,450.00
P93597	00192843	MOUNTAINS TO SOUND	2017-18 Mountains to Sound Gre	2,535.00
	00192860	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	378.33
	00192860	US BANK CORP PAYMENT SYS	THE HOME DEPOT #4711	254.85
P0099263	00192807	DATAQUEST LLC	Background check	21.50
<i>Org Key: WR517R - SE 40th (A) Corridor Improvemnt</i>				
P0097771	00192830	KPG	2018 SE 40TH ST COORIDOR	33,272.59
<i>Org Key: WS101U - Backyard Sewer System Impvt</i>				
P0097718	00192801	CHS ENGINEERING INC	81 AVE BACKYARD SIDE SEWER PHA	1,611.63

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WW523R - EMW 5400-6000 Block Watermain</i>				
P0099055	00192791	B&B UTILITIES & EXCAVATION LLC	EMW 5400-600 BLK WATER SYSTEM	189,448.58
<i>Org Key: XG118T - Maintenance Mgmt System</i>				
P0096124	00192786	WOOLPERT INC	Enterprise Asset Management	82,045.18
<i>Org Key: XP710R - Luther BB Minor Capital LEVY</i>				
P0098207	00192859	TRUE NORTH LAND SURVEYING INC	Luther Burbank Boiler Building	4,500.23
<i>Org Key: YF1100 - YFS General Services</i>				
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	564.23
P0099400	00192809	DUNBAR ARMORED	MAY2018 Armored Car Service	283.69
	00192860	US BANK CORP PAYMENT SYS	PESI	149.99
P0097714	00192807	DATAQUEST LLC	Background checks for voluntee	137.50
	00192860	US BANK CORP PAYMENT SYS	WAYFAIR*WAYFAIR	116.59
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM AMZN.COM/BILL	104.49
	00192860	US BANK CORP PAYMENT SYS	AMAZON MKTPLACE PMTS	43.98
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192860	US BANK CORP PAYMENT SYS	SQ *MERCER ISLAND R	15.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	12.00
	00192860	US BANK CORP PAYMENT SYS	AMAZON.COM	4.26
	00192860	US BANK CORP PAYMENT SYS	QFC #5839	3.29
<i>Org Key: YF1200 - Thrift Shop</i>				
P0099411	00192851	RAINIER BUILDING SERVICES	JANITORIAL SERVICE CITY BLDGS	2,184.74
P0099400	00192809	DUNBAR ARMORED	MAY2018 Armored Car Service	597.36
	00192860	US BANK CORP PAYMENT SYS	COSTCO *BUS DELIV 115	420.08
P0097982	00192840	MONARCH LANDSCAPING WA LLC	Thriftshop- 2018 Landscape	254.27
P0099402	00192813	FIRE PROTECTION INC	ALARM MONITORING CITY BLDGS	185.97
	00192860	US BANK CORP PAYMENT SYS	VOLUNTRMATCH*PREMIUM	99.00
	00192865	XEROX CORPORATION	PRINTER SUPPLIES	70.61
	00192860	US BANK CORP PAYMENT SYS	STK*SHUTTERSTOCK, INC.	49.00
	00192860	US BANK CORP PAYMENT SYS	MOOD PANDORA	29.64
	00192860	US BANK CORP PAYMENT SYS	RITE AID STORE - 5197	10.98
<i>Org Key: YF2300 - VOICE Program</i>				
	00192860	US BANK CORP PAYMENT SYS	FACEBK H83EDFNF42	236.97
	00192860	US BANK CORP PAYMENT SYS	FACEBK J83EDFNF42	13.03
	00192860	US BANK CORP PAYMENT SYS	CITY OF MERCER ISLAND	-225.00
	00192860	US BANK CORP PAYMENT SYS	CITY OF MERCER ISLAND	-225.00
<i>Org Key: YF2600 - Family Assistance</i>				
	00192860	US BANK CORP PAYMENT SYS	BOYS AND GIRLS CLUB OF KC	365.00
	00192860	US BANK CORP PAYMENT SYS	BOYS AND GIRLS CLUB OF KC	275.00
	00192860	US BANK CORP PAYMENT SYS	BOYS AND GIRLS CLUB OF KC	270.00
	00192860	US BANK CORP PAYMENT SYS	COSTCO WHSE #0008	264.40
	00192860	US BANK CORP PAYMENT SYS	SKYHAWKS SPORTS ACADEM	150.00
	00192860	US BANK CORP PAYMENT SYS	ORCA KCM ONLINE SALES 40	126.00
	00192860	US BANK CORP PAYMENT SYS	SHELL OIL 57424192508	100.00
	00192860	US BANK CORP PAYMENT SYS	SHELL OIL 57444032502	25.00
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00192860	US BANK CORP PAYMENT SYS	Online marketing	82.51
	00192860	US BANK CORP PAYMENT SYS	ISLAND BOOKS	57.98
	00192860	US BANK CORP PAYMENT SYS	FACEBK XF4S6FJG42	49.75
	00192860	US BANK CORP PAYMENT SYS	EIG*HOMESTEAD	21.99
	00192860	US BANK CORP PAYMENT SYS	Image purchase	8.00
	00192860	US BANK CORP PAYMENT SYS	Image purchase	8.00
			Total	<u>894,677.78</u>

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	192866 -193037	5/24/2018	\$ 973,312.04
			\$ 973,312.04

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192866	05/24/2018	ABBOTT, RICHARD LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	150.70
00192867	05/24/2018	ADAMS, RONALD E LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	162.10
00192868	05/24/2018	ADT LLC PERMIT REFUND		1801324	05/18/2018	409.82
00192869	05/24/2018	ANTHEM BLUE CROSS CLAIM PAID INCORRECTLY		M03835	05/09/2018	774.00
00192870	05/24/2018	APPELMAN, IRA REPLACE WARRANT 176487		OH009869	05/21/2018	875.50
00192871	05/24/2018	APPLIED CONCEPTS INC Pole Mounted Radar Sign - Invo	P0099463	327272	05/04/2018	3,964.40
00192872	05/24/2018	ASPECT CONSULTING LLC Site Review and Cleanup	P0099481	29510	04/19/2018	4,755.75
00192873	05/24/2018	AUGUSTSON, THOR LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	164.40
00192874	05/24/2018	BARNES, WILLIAM LEOFF1 Medicare Reimb		JUN2018A	05/25/2018	1,811.51
00192875	05/24/2018	BARNESON, COLLEEN Withdrew from Adventure Playgr	P0099440	OH009882	05/16/2018	146.00
00192876	05/24/2018	BASTROM, KENT G PER DIEM REIMBURSEMENT		OH009875	05/18/2018	178.90
00192877	05/24/2018	BELLEVUE COLLEGE Rental FA-0161 completed. c/o	P0099496	FA0161	05/21/2018	190.00
00192878	05/24/2018	BELLEVUE, CITY OF 2018 Housing Fund Trust	P0099500	33167	05/08/2018	96,000.00
00192879	05/24/2018	BEN'S CLEANER SALES INC PRESSURE WASHER PARTS	P0099445	293414	05/04/2018	23.29
00192880	05/24/2018	BEST PARKING LOT CLEANING INC 2017-18 SANITARY SEWER CCTV	P94698	C167884	05/03/2018	484.00
00192881	05/24/2018	BLACK SHEEP ELECTRIC PERMIT REFUND		1803001	05/18/2018	104.37
00192882	05/24/2018	BLUE LINE TRAINING Training registration fee	P0099511	5399	05/20/2018	199.00
00192883	05/24/2018	BOOTH, GLENDON D LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	135.30
00192884	05/24/2018	BROWN, ALAN OVERPAYMENT REFUND		OH009874	05/08/2018	271.05
00192885	05/24/2018	CALLAGHAN, MICHAEL LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	133.60
00192886	05/24/2018	CARDINAL ARCHITECTURE PC LBP Boiler Building Drainage &	P0095040	OH009883	04/30/2018	520.00
00192887	05/24/2018	CENTURYLINK PHONE USE MAY 2018		OH009908	05/16/2018	119.38
00192888	05/24/2018	CENTURYLINK BUSINESS SERVICES PHONE USE MAY 2018		1439791472	05/03/2018	3,605.07
00192889	05/24/2018	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	1,331.00
00192890	05/24/2018	COMCAST Internet Charges/Fire	P0097860	OH009890	05/12/2018	195.32
00192891	05/24/2018	COMPLETE OFFICE OFFICE SUPPLIES APRIL 2018		OH009912	04/30/2018	1,685.05

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192892	05/24/2018	COOPER, ROBERT LEOFF1 Excess Benefit		JUN2018A	05/25/2018	1,566.16
00192893	05/24/2018	CRAIG, NORMAN OVERPAYMENT REFUND		OH009870	05/08/2018	343.46
00192894	05/24/2018	CRYSTAL AND SIERRA SPRINGS Monthly water service for LB B	P0097711	5277493050118	05/15/2018	122.33
00192895	05/24/2018	CRYSTAL SPRINGS Starbucks Machine rental cost	P0099497	13123243051118	05/11/2018	16.33
00192896	05/24/2018	CUMMINS INC FIRST HILL BOOSTER LOADBANK TE	P0099490	184467/188026	01/04/2018	915.33
00192897	05/24/2018	DAILY JOURNAL OF COMMERCE ARTERIAL & RESIDENTIAL CHIP SE	P0099491	3336662	05/09/2018	512.00
00192898	05/24/2018	DDBD AVI INC \$2000 deposit due immediately	P0099546	OH009891	05/21/2018	2,000.00
00192899	05/24/2018	DEEDS, EDWARD G LEOFF1 Medicare Reimb	P0099528	OH009892	05/22/2018	722.70
00192900	05/24/2018	DEGRAY, STEPHAN OVERPAYMENT REFUND		OH009871	05/08/2018	385.50
00192901	05/24/2018	DEPT OF COMMERCE Principal PWTF Loan Sewer Lk L	P0099482	PWTF257760	04/27/2018	420,881.44
00192902	05/24/2018	DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRINTING APRIL		73175322	05/04/2018	266.20
00192903	05/24/2018	DEVENY, JAN P LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	166.60
00192904	05/24/2018	DOWD, PAUL LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	156.50
00192905	05/24/2018	DSL CONTRACTING SERVICES LLC PERMIT REFUND		1802210	05/22/2018	2,433.89
00192906	05/24/2018	EARTHCORPS INC 2017-2018 Earthcorps Volunteer	P93946	6927	04/30/2018	1,670.00
00192907	05/24/2018	EFFICIENCY INC FTR Renewal MA.00614	P0099410	130055/614618	04/28/2018	1,255.10
00192908	05/24/2018	ELSOE, RONALD LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	192.50
00192909	05/24/2018	EMSAR INC Stretcher Repair	P0099470	70571	03/07/2018	47.50
00192910	05/24/2018	ESA peer review for CAO17-011	P0099501	136045	05/02/2018	1,297.50
00192911	05/24/2018	ETC INSTITUTE Biennial Citizen Survey 2018 -	P0099514	22911/22953	04/27/2018	15,550.00
00192912	05/24/2018	EXCEL SUPPLY COMPANY INVENTORY PURCHASES	P0099281	94734	05/03/2018	346.61
00192913	05/24/2018	FORSMAN, LOWELL LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	187.50
00192914	05/24/2018	GET Washington PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	300.00
00192915	05/24/2018	GOODMAN, J C LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	104.70
00192916	05/24/2018	GRAINGER INVENTORY PURCHASES	P0099325	9778255316	05/04/2018	881.41
00192917	05/24/2018	GRAND & BENEDICTS INC Operating supplies for Thrift	P0097797	0950359IN	05/03/2018	289.67

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192918	05/24/2018	GREENWOOD HEATING & A/C PERMIT REFUND		1804136	05/18/2018	104.37
00192919	05/24/2018	HAGSTROM, JAMES LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	146.60
00192920	05/24/2018	HARB, SAM FLEX SPEND REIMB		25MAY18	05/25/2018	286.98
00192921	05/24/2018	HDR ENGINEERING INC WATER METER MASTER REPLACEMENT	P0097695	1200118655	05/08/2018	1,636.27
00192922	05/24/2018	HEALTHFORCE PARTNERS LLC Respiratory Clearance	P0099467	12695/366/480	02/28/2018	1,950.00
00192923	05/24/2018	HILLIARD, NANCY Rental FA-0944 paid in another	P0099441	FA0944	05/16/2018	104.00
00192924	05/24/2018	HOME DEPOT CREDIT SERVICE SCALE DIGITAL	P0099450	0166882120662	05/16/2018	54.86
00192925	05/24/2018	HORIZON IRRIGATION SPRINKLER HEADS	P0099413	3M268561	05/07/2018	4,248.55
00192926	05/24/2018	HUGHES FIRE EQUIPMENT INC Parkts 8613/4603	P0099476	525069	05/07/2018	113.85
00192927	05/24/2018	INTERCOM LANGUAGE SERVICES INC intercom invoice #18-168 5/8/	P0099451	18168	05/13/2018	130.00
00192928	05/24/2018	ISLANDER PROPERTIES LLC PERMIT REFUND		APL18001	05/17/2018	952.75
00192929	05/24/2018	JOHNSON, CURTIS LEOFF1 Medicare Reimb	P0099529	OH009893	05/22/2018	1,371.88
00192930	05/24/2018	KC FINANCE Remit 2018 Liquor Excise Tax	P0099453	2103399	05/10/2018	1,665.01
00192931	05/24/2018	KELLEY IMAGING SYSTEMS Plotter paper (P & R portion)	P0099495	INV388943	05/11/2018	694.92
00192932	05/24/2018	KIA MOTORS FINANCE DSG 2016 KIA SOUL LEASE	P94483	OH009894	05/16/2018	211.36
00192933	05/24/2018	KIA MOTORS FINANCE DSG 2016 KIA SOUL LEASE	P88915	OH009896	05/14/2018	263.96
00192934	05/24/2018	KPG Transportation concurrency, pe	P0099499	418118	05/09/2018	5,335.30
00192935	05/24/2018	KROESENS UNIFORM COMPANY Duty Shirt/Heitman	P0099447	50007	05/03/2018	1,578.82
00192936	05/24/2018	KUHN, DAVID LEOFF1 Medicare Reimb	P0099508	OH009895	05/21/2018	518.36
00192937	05/24/2018	LAKEVILLE HOMES PERMIT REFUND		1801292/294	05/17/2018	5,060.70
00192938	05/24/2018	LEOFF HEALTH & WELFARE TRUST JUNE 2018 FIRE RETIREES		OH009904	05/22/2018	59,123.55
00192939	05/24/2018	LEOFF HEALTH & WELFARE TRUST JUNE 2018 POLICE RETIREES		OH009902	05/22/2018	61,957.66
00192940	05/24/2018	LEOPOLD, FREDERIC LEOFF1 Medicare Reimb	P0099535	OH009897	05/22/2018	233.01
00192941	05/24/2018	LEVERSEDGE, SHANNON Withdrew from summer camp	P0099442	OH009886	05/16/2018	218.00
00192942	05/24/2018	LIGHTING GROUP NORTHWEST INVENTORY PURCHASES	P0097850	5873	05/09/2018	22,885.51
00192943	05/24/2018	LOISEAU, LERI M LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	145.40

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00192944	05/24/2018	LYONS, STEVEN LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	128.40
00192945	05/24/2018	MACCALLA, SANDI Instructor fees - course #1756	P0099456	17569	05/16/2018	210.00
00192946	05/24/2018	MAIR, STEPHEN PARKING FEE		OH009876	05/18/2018	186.90
00192947	05/24/2018	MANRIQUEZ, CHERYL R FLEX SPEND REIMB		25MAY18	05/25/2018	295.39
00192948	05/24/2018	MARILYN'S RECYCLE INC BRUSH HAUL OUT INV 105616	P0099492	105616/105570/10	04/10/2018	4,500.00
00192949	05/24/2018	MERCER ISLAND CHEVRON FUEL	P0099489	204294	04/12/2018	56.65
00192950	05/24/2018	MERIDIAN CENTER ELECTRIC PERMIT REFUND		1804235	05/15/2018	104.37
00192951	05/24/2018	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	312.50
00192952	05/24/2018	MI HARDWARE - P&R Misc supplies MICEC & Nat Reso	P0099455	OH009888	04/30/2018	126.87
00192953	05/24/2018	MI UTILITY BILLS Hydrant Meter Rental by Public	P0099376	OH009887	05/10/2018	108.13
00192954	05/24/2018	MILLIMAN INC LEOFF1 Actuarial Valuation	P0099394	003FPW0518	05/07/2018	25,975.00
00192955	05/24/2018	MONARCH LANDSCAPING WA LLC North Mercerdale Hillside Park	P0097978	17812/13/14/15	04/26/2018	8,873.00
00192956	05/24/2018	MORRIS-HANSEN ENT INC WINDOW CLEANING	P0099373	55430	05/09/2018	1,398.30
00192957	05/24/2018	MYERS, JAMES S LEOFF1 Medicare Reimb	P0099506	OH009898	05/21/2018	153.66
00192958	05/24/2018	NATIONAL CONST RENTALS INC HOLLY HILL DRIVE TEMPORARY PAN	P0099487	5021357	04/25/2018	80.78
00192959	05/24/2018	NOAA DIVING CENTER NOAA Dive Training for FF's Ga	P0099368	OH009879	05/10/2018	1,289.58
00192960	05/24/2018	NW LININGS & GEOTEXTILE STRAW LOG, COCONUT BLANKET & S	P0099444	0071711IN	05/08/2018	267.85
00192961	05/24/2018	OXENFORD CONSULTING LLC SOP MANAGEMENT AND FACILITATIO	P0099267	OH009889	04/27/2018	1,800.00
00192962	05/24/2018	PACIFIC AIR CONTROL INC SHOP HVAC MAINT	P0099343	11632	04/30/2018	4,077.70
00192963	05/24/2018	PACIFIC GOLF & TURF REPAIR PARTS FOR FL-0433	P0099328	0246120	02/08/2018	7,532.93
00192964	05/24/2018	PACIFIC INDUSTRIAL SUPPLY CO SLINGS WEB EYE & EYE 4 X 14' 2	P0099254	1331138	04/26/2018	200.77
00192965	05/24/2018	PACIFIC MODULAR FS91 CARPET CLEAN	P0099361	5240	04/23/2018	1,286.75
00192966	05/24/2018	PACIFIC NORTHWEST CHAPTER ISA Tree Growth & Development Trai	P0099339	WA18154	05/03/2018	155.74
00192967	05/24/2018	PACIFIC RIM EQUIPMENT RENTAL EXCAVATOR RENTAL	P0099327	23269	04/30/2018	781.71
00192968	05/24/2018	PARENTMAP Web ad for April 2018	P0099228	2018CI1188	04/30/2018	650.00
00192969	05/24/2018	PAULETTO, MAUDE Instructor fee course #0602	P0099425	0602/0660/0661	05/15/2018	1,243.90

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00192970	05/24/2018	PETERSON, DAVID OVERPAYMENT REFUND		OH009872	05/10/2018	270.02
00192971	05/24/2018	POLHEMUS, GRANT PYMT AROUND THE WORLD EVENT		OH009906	05/18/2018	34.00
00192972	05/24/2018	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	2,388.61
00192973	05/24/2018	PROCTOR LANE TRUST OVERPAYMENT REFUND		OH009873	05/21/2018	8,229.11
00192974	05/24/2018	PROFORCE LAW ENFORCEMENT Police Equipment Replacement -	P0099448	345280	05/09/2018	492.23
00192975	05/24/2018	PROJECT A INC VOICE/SVP Web Page Form	P0099408	181148	05/08/2018	142.50
00192976	05/24/2018	PROVOST, ALAN LEOFF1 Excess Benefit		JUN2018A	05/25/2018	1,449.36
00192977	05/24/2018	PUGET SOUND ENERGY ENERGY USE MAY 2018		OH009910	05/01/2018	6,234.86
00192978	05/24/2018	PUGET SOUND PLANTS SALES TAX FOR PO# P0099173 &	P0099438	M3917TAX	04/25/2018	86.18
00192979	05/24/2018	QUINN, THOMAS FLEX SPEND REIMB		25MAY18	05/25/2018	630.36
00192980	05/24/2018	RAMSAY, JON LEOFF1 Medicare Reimb		JUN2018A	05/25/2018	584.61
00192981	05/24/2018	REGIONAL TOXICOLOGY SERVICES Lab fees for C.Harnish clients	P0097703	TC20290043018	04/30/2018	45.20
00192982	05/24/2018	RELX INC DBA LEXISNEXIS Library Subscriptions - Invoic	P0099349	3091430732	04/30/2018	317.90
00192983	05/24/2018	RICOH USA INC Copier Rental/Fire	P0099472	100502329	05/04/2018	320.87
00192984	05/24/2018	ROSTOV, HERSCHEL P FLEX SPEND REIMB		25MAY18	05/25/2018	761.90
00192985	05/24/2018	RUCKER, MANORD J LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	32.00
00192986	05/24/2018	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		JUN2018A	05/25/2018	913.89
00192987	05/24/2018	SCORE SCORE Jail Bill - Invoice # 31	P0099460	3101	05/10/2018	3,500.00
00192988	05/24/2018	SEA WESTERN INC 20 FF Gloves	P0099473	205768	05/09/2018	2,043.91
00192989	05/24/2018	SEATTLE PARKS & REC, CITY OF Rental and extra fees for VOIC	P0099494	428029	05/10/2018	1,200.00
00192990	05/24/2018	SEATTLE, CITY OF Apr 2018 Water Purchases	P0099483	OH009899	04/30/2018	81,969.00
00192991	05/24/2018	SEGLE, KRYSS POKER SEGLE SUPPLIES		25MAY18	05/25/2018	1,357.68
00192992	05/24/2018	SHAW SPORTS TURF REPAIR TURF FIELD	P0099424	266141658	04/20/2018	3,238.01
00192993	05/24/2018	SLALOM LLC DIGITAL CITIZEN WORKSHOP	P0099403	850296398	05/01/2018	820.00
00192994	05/24/2018	SMITH, RICHARD LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	223.10
00192995	05/24/2018	SOLOMON, MEARA FLEX SPEND REIMB		25MAY18	05/25/2018	192.31

Accounts Payable Report by Check Number

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00192996	05/24/2018	SOUND PUBLISHING INC Department (YFS) ad in "Island	P0099436	7838013	04/30/2018	299.75
00192997	05/24/2018	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0099245	917693	04/30/2018	117.99
00192998	05/24/2018	SPIETZ, ALLISON FLEX SPEND REIMB		25MAY18	05/25/2018	8.44
00192999	05/24/2018	STAPLES ADVANTAGE INVENTORY PURCHASES	P0099316	3376160579	04/27/2018	434.26
00193000	05/24/2018	STOPTECH LTD Stop Stick Rail Kit and Tray -	P0099377	0011752IN	05/04/2018	594.00
00193001	05/24/2018	STOWE DEVELOPMENT & STRATEGIES Mar 2018 TC Vision Implementat	P0099480	009/010	04/01/2018	10,175.00
00193002	05/24/2018	STRANGER, THE Advertising for Thrift Shop -	P0097805	41884634/418F342	04/12/2018	800.00
00193003	05/24/2018	STRUM JEWISH COMMUNITY CTR Preschool scholarships for	P0097801	OH009900	05/21/2018	680.00
00193004	05/24/2018	SUNBELT RENTALS INC REAR TINE TILLER RENTAL	P0099382	783131620001	05/02/2018	492.63
00193005	05/24/2018	SUPER SITTERS LLC Students for safe kids 101 cla	P0099340	OH009880	05/05/2018	431.00
00193006	05/24/2018	SUPERION LLC ONESOLUTION FINANCE MAINT	P0099319	207921	04/30/2018	10,622.87
00193007	05/24/2018	SUPPLY SOURCE INC,THE INVENTORY PURCHASES	P0099454	1802226	05/10/2018	1,620.70
00193008	05/24/2018	T&L NURSERY INC HANGING FLOWER BASKETS	P0099313	34907	05/03/2018	5,104.00
00193009	05/24/2018	T2 SYSTEMS CANADA INC Monthly charges for boat launc	P0097745	INVSTD0000034841	04/25/2018	77.00
00193010	05/24/2018	TACOMA SCREW PRODUCTS INC REPAIR PARTS INV 16239878	P0099414	16239878	05/09/2018	18.02
00193011	05/24/2018	TANG, YUXIAO Withdrew from adult trip	P0099358	OH009881	05/10/2018	196.00
00193012	05/24/2018	TAS SKI TEAM Rental FA-0174 completed. Retu	P0099367	FA0174	05/10/2018	400.00
00193013	05/24/2018	THE UW IDL Private group tour of the Bull	P0099429	CID15390	05/01/2018	100.00
00193014	05/24/2018	THOMPSON, JAMES LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	123.30
00193015	05/24/2018	THOMSON REUTERS - WEST West Information Services - In	P0099462	838163610	04/30/2018	318.55
00193016	05/24/2018	TRAFFIC SAFETY SUPPLY ARROW LEFT SIGN (M5-2)	P0099461	INV001243	05/10/2018	226.33
00193017	05/24/2018	ULTRABLOCK INC FREIGHT CHARGES FOR BLOCKS ON	P0099384	44275FIN	04/27/2018	739.87
00193018	05/24/2018	UNDERWATER SPORTS INC. New Wet Suits for FF's Gaines	P0099370	20015798	04/30/2018	1,803.84
00193019	05/24/2018	UNDERWATER SPORTS INC Initial Dive Training for FF G	P0099372	50013647	04/21/2018	329.65
00193020	05/24/2018	UNITED SITE SERVICES Portable Restroom rental - Is	P0097782	1146744556	05/10/2018	768.75
00193021	05/24/2018	UNITED WAY OF KING CO PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	105.00

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00193022	05/24/2018	US HEALTHWORKS MEDICAL GROUP Dive Team physical for R. Kram	P0099374	0778111WA/780076	04/13/2018	1,006.00
00193023	05/24/2018	USABlueBook INVENTORY PURCHASES	P0099331	536174/536625/53	04/04/2018	2,004.06
00193024	05/24/2018	VERIZON WIRELESS mobile hot spots	P0099503	9805918570	04/23/2018	563.97
00193025	05/24/2018	VERIZON WIRELESS P&R Monthly Verizon Cell phone	P0099347	9805918567	05/15/2018	672.81
00193026	05/24/2018	WABO WABO training for David	P0099502	35618	03/05/2018	600.00
00193027	05/24/2018	WALLACE, THOMAS LEOFF1 Medicare Reimb	P0099534	OH009901	05/22/2018	1,207.47
00193028	05/24/2018	WALTER E NELSON CO INVENTORY PURCHASES	P0099221	648471	04/30/2018	1,738.83
00193029	05/24/2018	WASHINGTON ENERGY SRVS CO LLC PERMIT REFUND		1711280	05/18/2018	43.71
00193030	05/24/2018	WEGNER, KEN LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	146.60
00193031	05/24/2018	WESTERN EQUIPMENT DISTRIBUTORS TINES- SOLID & SIDE EJECT	P0099452	804277700	05/09/2018	808.20
00193032	05/24/2018	WHEELER, DENNIS LEOFF1 Medicare Reimb		JUN2018B	05/25/2018	314.10
00193033	05/24/2018	WIPLIANCE LLC PERMIT REFUND		1803241	05/18/2018	104.37
00193034	05/24/2018	WSBA Rental FA-0806 completed. Retu	P0099443	FA0806	05/16/2018	50.00
00193035	05/24/2018	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		25MAY2018	05/25/2018	2,697.47
00193036	05/24/2018	XEROX CORPORATION 2018 PW BASE AND METER COPY CH	P0097878	093130274	05/01/2018	909.11
00193037	05/24/2018	XEROX CORPORATION print and copy charges for mai	P0097715	093192408	05/03/2018	2,591.79
					Total	<u>973,312.04</u>

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PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0099367	00193012	TAS SKI TEAM	Rental FA-0174 completed. Retu	400.00
P0099442	00192941	LEVERSEDGE, SHANNON	Withdrew from summer camp	218.00
P0099358	00193011	TANG, YUXIAO	Withdrew from adult trip	196.00
P0099496	00192877	BELLEVUE COLLEGE	Rental FA-0161 completed. c/o	190.00
P0099440	00192875	BARNESON, COLLEEN	Withdrew from Adventure Playgr	146.00
P0099441	00192923	HILLIARD, NANCY	Rental FA-0944 paid in another	104.00
P0099443	00193034	WSBA	Rental FA-0806 completed. Retu	50.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0097850	00192942	LIGHTING GROUP NORTHWEST	INVENTORY PURCHASES	22,885.51
	00192973	PROCTOR LANE TRUST	OVERPAYMENT REFUND	8,229.11
	00192937	LAKEVILLE HOMES	PERMIT REFUND	4,968.00
P0099221	00193028	WALTER E NELSON CO	INVENTORY PURCHASES	1,738.83
P0099454	00193007	SUPPLY SOURCE INC,THE	INVENTORY PURCHASES	1,620.70
P0099316	00192999	STAPLES ADVANTAGE	INVENTORY PURCHASES	434.26
	00192900	DEGRAY, STEPHAN	OVERPAYMENT REFUND	385.50
	00192893	CRAIG, NORMAN	OVERPAYMENT REFUND	343.46
P0099281	00192912	EXCEL SUPPLY COMPANY	INVENTORY PURCHASES	346.61
P0099383	00192916	GRAINGER	INVENTORY PURCHASES	320.54
	00192884	BROWN, ALAN	OVERPAYMENT REFUND	271.05
	00192970	PETERSON, DAVID	OVERPAYMENT REFUND	270.02
P0099307	00192916	GRAINGER	INVENTORY PURCHASES	165.31
P0099333	00193023	USABlueBook	INVENTORY PURCHASES	120.95
P0099457	00192916	GRAINGER	INVENTORY PURCHASES	77.10
P0099326	00192916	GRAINGER	INVENTORY PURCHASES	64.21
<i>Org Key: 814072 - United Way</i>				
	00193021	UNITED WAY OF KING CO	PAYROLL EARLY WARRANTS	105.00
<i>Org Key: 814074 - Garnishments</i>				
	00192889	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	1,331.00
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00192951	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	312.50
<i>Org Key: 814076 - City & Counties Local 21M</i>				
	00193035	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,697.47
<i>Org Key: 814077 - Police Association</i>				
	00192972	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,388.61
<i>Org Key: 814085 - GET Program Deductions</i>				
	00192914	GET Washington	PAYROLL EARLY WARRANTS	300.00
<i>Org Key: CA1100 - Administration (CA)</i>				
P0099349	00192982	RELX INC DBA LEXISNEXIS	Library Subscriptions - Invoic	317.90
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	23.50
<i>Org Key: CM1300 - Sustainability</i>				
P0099305	00193016	TRAFFIC SAFETY SUPPLY	ARROW LEFT SIGN (M5-2)	32.89
<i>Org Key: CMBE01 - Commuter Parking</i>				
P0099480	00193001	STOWE DEVELOPMENT & STRATEGIES	Mar 2018 TC Vision Implementat	4,050.00

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PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00192991	SEGLE, KRYSS	POKER SEGLE SUPPLIES	707.68
<i>Org Key: CT1100 - Municipal Court</i>				
P0099312	00193037	XEROX CORPORATION	invoice #093179334	178.65
P0099451	00192927	INTERCOM LANGUAGE SERVICES INC	intercom invoice #18-168 5/8/	130.00
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	68.11
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00192905	DSL CONTRACTING SERVICES LLC	PERMIT REFUND	2,433.89
	00192928	ISLANDER PROPERTIES LLC	PERMIT REFUND	925.00
	00192870	APPELMAN, IRA	REPLACE WARRANT 176487	850.00
	00192868	ADT LLC	PERMIT REFUND	100.48
	00192868	ADT LLC	PERMIT REFUND	100.48
	00192881	BLACK SHEEP ELECTRIC	PERMIT REFUND	100.48
	00192918	GREENWOOD HEATING & A/C	PERMIT REFUND	100.48
	00192950	MERIDIAN CENTER ELECTRIC	PERMIT REFUND	100.48
	00193033	WIPLIANCE LLC	PERMIT REFUND	100.48
	00192868	ADT LLC	PERMIT REFUND	96.80
	00192868	ADT LLC	PERMIT REFUND	96.80
	00192937	LAKEVILLE HOMES	PERMIT REFUND	92.70
	00193029	WASHINGTON ENERGY SRVS CO LLC	PERMIT REFUND	41.62
	00192928	ISLANDER PROPERTIES LLC	PERMIT REFUND	27.75
	00192870	APPELMAN, IRA	REPLACE WARRANT 176487	25.50
	00192868	ADT LLC	PERMIT REFUND	3.89
	00192868	ADT LLC	PERMIT REFUND	3.89
	00192881	BLACK SHEEP ELECTRIC	PERMIT REFUND	3.89
	00192918	GREENWOOD HEATING & A/C	PERMIT REFUND	3.89
	00192950	MERIDIAN CENTER ELECTRIC	PERMIT REFUND	3.89
	00193033	WIPLIANCE LLC	PERMIT REFUND	3.89
	00192868	ADT LLC	PERMIT REFUND	3.74
	00192868	ADT LLC	PERMIT REFUND	3.74
	00193029	WASHINGTON ENERGY SRVS CO LLC	PERMIT REFUND	2.09
<i>Org Key: DS1100 - Administration (DS)</i>				
P0099501	00192910	ESA	peer review for CAO17-011	1,297.50
P0099502	00193026	WABO	WABO training for David	600.00
P0099503	00193024	VERIZON WIRELESS	phone and data charges	403.93
P0099503	00193024	VERIZON WIRELESS	mobile hot spots	160.04
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0099499	00192934	KPG	Transportation concurrency, pe	5,335.30
<i>Org Key: FN2100 - Data Processing</i>				
P0099346	00193006	SUPERION LLC	ONESOLUTION FINANCE MAINT	10,571.32
P0099319	00193006	SUPERION LLC	ONESOLUTION GLOBAL CORE-IFAS M	51.55
<i>Org Key: FR0000 - Fire-Revenue</i>				
	00192869	ANTHEM BLUE CROSS	CLAIM PAID INCORRECTLY	774.00
<i>Org Key: FR1100 - Administration (FR)</i>				
P0099472	00192983	RICOH USA INC	Copier Rental/Fire	320.87

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099475	00192935	KROESENS UNIFORM COMPANY	Duty Shirt/Heitman	85.02
P0099469	00192890	COMCAST	Internet Charges/Fire	72.40
P0099474	00192890	COMCAST	Internet Charges/Fire	11.47
<i>Org Key: FR2100 - Fire Operations</i>				
P0099473	00192988	SEA WESTERN INC	20 FF Gloves	2,043.91
P0099467	00192922	HEALTHFORCE PARTNERS LLC	Respiratory Clearance	1,710.00
P0099475	00192935	KROESENS UNIFORM COMPANY	Duty Boots/Logsdon	170.50
P0099476	00192926	HUGHES FIRE EQUIPMENT INC	Parkts 8613/4603	113.85
P0099475	00192935	KROESENS UNIFORM COMPANY	Uniform Shirts/Garrett	93.50
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0099470	00192909	EMSAR INC	Stretcher Repair	47.50
<i>Org Key: FR4100 - Training</i>				
P0099467	00192922	HEALTHFORCE PARTNERS LLC	Immunizations - McCoy/Horschma	240.00
<i>Org Key: FR5100 - Community Risk Reduction</i>				
	00192876	BASTROM, KENT G	PER DIEM REIMBURSEMENT	178.90
	00192946	MAIR, STEPHEN	PER DIEM REIMBURSEMENT	178.90
	00192946	MAIR, STEPHEN	PARKING FEE	8.00
<i>Org Key: GGM001 - General Government-Misc</i>				
P0099394	00192954	MILLIMAN INC	LEOFF1 Actuarial Valuation	25,975.00
P0099514	00192911	ETC INSTITUTE	Biennial Citizen Survey 2018 -	9,720.00
P0099480	00193001	STOWE DEVELOPMENT & STRATEGIES	Apr 2018 Long-Term Parking	6,125.00
P0099514	00192911	ETC INSTITUTE	Biennial Citizen Survey 2018 -	5,830.00
P0099410	00192907	EFFICIENCY INC	FTR Renewal MA.00614	1,255.10
P0097860	00192890	COMCAST	CITY HALL HIGH SPEED INTERNET	111.45
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0099504	00193037	XEROX CORPORATION	print and copy charges for CM	982.67
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	710.74
P0099504	00193037	XEROX CORPORATION	print and copy charges for mai	539.08
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	244.65
P0099504	00193037	XEROX CORPORATION	print and copy charges for dsg	181.36
<i>Org Key: GGM005 - Genera Govt-LI Retiree Costs</i>				
	00192939	LEOFF HEALTH & WELFARE TRUST	JUNE 2018 POLICE RETIREES	5,722.50
	00192938	LEOFF HEALTH & WELFARE TRUST	JUNE 2018 FIRE RETIREES	3,828.91
P0099534	00193027	WALLACE, THOMAS	LEOFF1 Retiree Medical Expense	1,043.07
P0099528	00192899	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	449.73
P0099529	00192929	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	375.00
P0099508	00192936	KUHN, DAVID	LEOFF1 Retiree Medical Expense	351.76
	00193032	WHEELER, DENNIS	LEOFF1 Medicare Reimb	314.10
	00192994	SMITH, RICHARD	LEOFF1 Medicare Reimb	223.10
	00192899	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	220.20
	00192874	BARNES, WILLIAM	LEOFF1 Medicare Reimb	207.20
	00192908	ELSOE, RONALD	LEOFF1 Medicare Reimb	192.50
	00192913	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	187.50
	00192903	DEVENY, JAN P	LEOFF1 Medicare Reimb	166.60
	00192936	KUHN, DAVID	LEOFF1 Medicare Reimb	166.60
	00192873	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	164.40

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00193027	WALLACE, THOMAS	LEOFF1 Medicare Reimb	164.40
	00192867	ADAMS, RONALD E	LEOFF1 Medicare Reimb	162.10
	00192929	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	159.60
	00192940	LEOPOLD, FREDERIC	LEOFF1 Medicare Reimb	156.60
	00192904	DOWD, PAUL	LEOFF1 Medicare Reimb	156.50
	00192866	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	150.70
	00192919	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	146.60
	00193030	WEGNER, KEN	LEOFF1 Medicare Reimb	146.60
	00192943	LOISEAU, LERI M	LEOFF1 Medicare Reimb	145.40
	00192980	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
	00192883	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	135.30
	00192957	MYERS, JAMES S	LEOFF1 Medicare Reimb	135.30
	00192885	CALLAGHAN, MICHAEL	LEOFF1 Medicare Reimb	133.60
	00192944	LYONS, STEVEN	LEOFF1 Medicare Reimb	128.40
	00193014	THOMPSON, JAMES	LEOFF1 Medicare Reimb	123.30
	00192915	GOODMAN, J C	LEOFF1 Medicare Reimb	104.70
	00192986	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	89.70
P0099535	00192940	LEOPOLD, FREDERIC	LEOFF1 Retiree Medical Expense	76.41
P0099528	00192899	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	52.77
	00192985	RUCKER, MANORD J	LEOFF1 Medicare Reimb	32.00
P0099506	00192957	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	18.36
Org Key: GGM606 - Excess Retirement-Fire				
	00192874	BARNES, WILLIAM	LEOFF1 Excess Benefit	1,604.31
	00192892	COOPER, ROBERT	LEOFF1 Excess Benefit	1,566.16
	00192976	PROVOST, ALAN	LEOFF1 Excess Benefit	1,449.36
	00192929	JOHNSON, CURTIS	LEOFF1 Excess Benefit	837.28
	00192986	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	824.19
	00192980	RAMSAY, JON	LEOFF1 Excess Benefit	448.41
Org Key: GX9996 - Employee Benefits-Police				
	00192939	LEOFF HEALTH & WELFARE TRUST	JUNE 2018 POLICE ACTIVE	49,224.73
	00192939	LEOFF HEALTH & WELFARE TRUST	JUNE 2018 POLICE SUPPORT	7,010.43
Org Key: GX9997 - Employee Benefits-Fire				
	00192938	LEOFF HEALTH & WELFARE TRUST	JUNE 2018 FIRE ACTIVE	55,294.64
Org Key: IGMA02 - Alcoholism Program				
P0099453	00192930	KC FINANCE	Remit 2018 Liquor Excise Tax	1,665.01
Org Key: IGVO02 - ARCH				
P0099500	00192878	BELLEVUE, CITY OF	2018 Housing Fund Trust	96,000.00
Org Key: IS2100 - IGS Network Administration				
P0099403	00192993	SLALOM LLC	DIGITAL CITIZEN WORKSHOP	820.00
Org Key: MT2100 - Roadway Maintenance				
P0099492	00192948	MARILYN'S RECYCLE INC	BRUSH HAUL OUT INV 105570	2,250.00
	00192977	PUGET SOUND ENERGY	ENERGY USE MAY 2018	1,940.75
P0099492	00192948	MARILYN'S RECYCLE INC	BRUSH HAUL OUT INV 105616	750.00
P0099492	00192948	MARILYN'S RECYCLE INC	BRUSH HAUL OUT INV 105700	750.00
P0099492	00192948	MARILYN'S RECYCLE INC	BRUSH HAUL OUT INV 105667	750.00
P0099381	00193016	TRAFFIC SAFETY SUPPLY	STREET SIGN	69.80

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099461	00193016	TRAFFIC SAFETY SUPPLY	STREET SIGN	67.65
<i>Org Key: MT3100 - Water Distribution</i>				
P0099326	00192916	GRAINGER	LED FLASHLIGHTS	92.41
P0099333	00193023	USABlueBook	2-1/2" MNST X 2-1/2" MNST ADAP	65.19
P0099457	00192916	GRAINGER	DISPOSABLE GLOVES	23.14
<i>Org Key: MT3150 - Water Quality Event</i>				
P0099267	00192961	OXENFORD CONSULTING LLC	SOP MANAGEMENT AND FACILITATIO	1,800.00
P0099331	00193023	USABlueBook	12' HOSE RAMP	879.95
P0099331	00193023	USABlueBook	HYDRO-HITCH 4" CAM LOCK FITTIN	983.77
P0099331	00193023	USABlueBook	4" HEX NIPPLES	413.49
P0099331	00193023	USABlueBook	BRASS HYDRANT ADAPTERS	336.49
P0099331	00193023	USABlueBook	REDUCER/COUPLER ADAPTER-	173.69
P0099376	00192953	MI UTILITY BILLS	Hydrant Meter Rental by Public	108.13
P0099450	00192924	HOME DEPOT CREDIT SERVICE	SCALE DIGITAL	54.86
P0099331	00193023	USABlueBook	CREDIT-RETURNED PARTS	-969.47
<i>Org Key: MT3200 - Water Pumps</i>				
P0099490	00192896	CUMMINS INC	FIRST HILL BOOSTER LOADBANK TE	616.32
	00192887	CENTURYLINK	PHONE USE MAY 2018	119.38
<i>Org Key: MT3400 - Sewer Collection</i>				
P94698	00192880	BEST PARKING LOT CLEANING INC	2017-18 SANITARY SEWER CCTV	484.00
P0099326	00192916	GRAINGER	LED FLASHLIGHTS	92.41
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00192888	CENTURYLINK BUSINESS SERVICES	PHONE USE MAY 2018	3,605.07
P0099490	00192896	CUMMINS INC	PS 18 TEMP GENERATOR	299.01
P0099487	00192958	NATIONAL CONST RENTALS INC	HOLLY HILL DRIVE TEMPORARY PAN	80.78
<i>Org Key: MT3800 - Storm Drainage</i>				
P0099384	00193017	ULTRABLOCK INC	FREIGHT CHARGES FOR BLOCKS ON	739.87
P0099444	00192960	NW LININGS & GEOTEXTILE	STRAW LOG, COCONUT BLANKET & S	267.85
P0099254	00192964	PACIFIC INDUSTRIAL SUPPLY CO	SLINGS WEB EYE & EYE 4 X 14' 2	200.77
<i>Org Key: MT4101 - Support Services - General Fd</i>				
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	109.31
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	58.85
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0098168	00193036	XEROX CORPORATION	2018 PW BASE AND METER COPY CH	509.96
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	59.13
<i>Org Key: MT4200 - Building Services</i>				
P0099363	00192962	PACIFIC AIR CONTROL INC	FS91 REPLACE MOTOR IN FURNANCE	892.10
P0099360	00192965	PACIFIC MODULAR	FS91 CARPET CLEAN	750.75
P0099361	00192965	PACIFIC MODULAR	CARPET CLEANING HI TRAFFIC CIT	536.00
P0099344	00192962	PACIFIC AIR CONTROL INC	SHOP HVAC MAINT	302.50
<i>Org Key: MT4210 - Building Landscaping</i>				
P0099313	00193008	T&L NURSERY INC	HANGING FLOWER BASKETS	352.00
<i>Org Key: MT4300 - Fleet Services</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099413	00192925	HORIZON	REPAIR PARTS FOR FL-0454 INV	283.78
P88915	00192933	KIA MOTORS FINANCE	DSG 2016 KIA SOUL LEASE	263.96
P0099423	00192963	PACIFIC GOLF & TURF	REPAIR PARTS FOR FL-0433	113.43
P0099489	00192949	MERCER ISLAND CHEVRON	FUEL	56.65
P0099414	00193010	TACOMA SCREW PRODUCTS INC	REPAIR PARTS INV 16239878	18.02
<i>Org Key: MT4501 - Water Administration</i>				
P0099483	00192990	SEATTLE, CITY OF	Apr 2018 Water Purchases	81,969.00
<i>Org Key: MT4502 - Sewer Administration</i>				
P0099482	00192901	DEPT OF COMMERCE	Principal PWTF Loan Sewer Lk L	402,757.36
P0099482	00192901	DEPT OF COMMERCE	Interest PWTF Loan Sewer Lk Li	18,124.08
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
P0099385	00193008	T&L NURSERY INC	HANGING FLOWER BASKETS	2,288.00
P0099396	00192925	HORIZON	IRRIGATION SPRINKLER HEADS	83.62
<i>Org Key: PO1700 - Records and Property</i>				
P0099299	00193037	XEROX CORPORATION	PD Admin Copier - Invoice #	320.00
P0099299	00193037	XEROX CORPORATION	Records Copier - Invoice # 093	210.43
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P0099460	00192987	SCORE	SCORE Jail Bill - Invoice # 31	3,500.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0099463	00192871	APPLIED CONCEPTS INC	Pole Mounted Radar Sign - Invo	3,964.40
P0099369	00192935	KROESENS UNIFORM COMPANY	Ballistic Vest - Det. Morris -	880.00
P0099377	00193000	STOPTECH LTD	Stop Stick Rail Kit and Tray -	594.00
	00192902	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL	242.00
P0099447	00192935	KROESENS UNIFORM COMPANY	External vest pouches for new	231.00
P0099369	00192935	KROESENS UNIFORM COMPANY	Patrol Holsters - Invoice # 49	118.80
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	43.67
<i>Org Key: PO2201 - Dive Team</i>				
P0099368	00192959	NOAA DIVING CENTER	NOAA Dive Training for FF's Ga	1,289.58
P0099370	00193018	UNDERWATER SPORTS INC.	Repair of Dive Equipment (Auga	945.95
P0099370	00193018	UNDERWATER SPORTS INC.	New Wet Suits for FF's Gaines	857.89
P0099374	00193022	US HEALTHWORKS MEDICAL GROUP	Dive Physical FF Gaines - Invo	410.00
P0099372	00193019	UNDERWATER SPORTS INC	Initial Dive Training for FF G	329.65
P0099374	00193022	US HEALTHWORKS MEDICAL GROUP	Dive Physical FF Munro - Invoi	321.00
P0099446	00193022	US HEALTHWORKS MEDICAL GROUP	Dive Team physical for R. Kram	275.00
<i>Org Key: PO2450 - Special Operations Team</i>				
P0099511	00192882	BLUE LINE TRAINING	Training registration fee	199.00
<i>Org Key: PO3100 - Investigation Division</i>				
P0099462	00193015	THOMSON REUTERS - WEST	West Information Services - In	318.55
<i>Org Key: PR1100 - Administration (PR)</i>				
P0099495	00192931	KELLEY IMAGING SYSTEMS	Plotter paper (P & R portion)	347.46
P0097711	00192894	CRYSTAL AND SIERRA SPRINGS	Monthly water service for LB B	61.16
	00192902	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINTING APRIL	24.20
<i>Org Key: PR2100 - Recreation Programs</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099228	00192968	PARENTMAP	Web ad for April 2018	650.00
P0099340	00193005	SUPER SITTEERS LLC	Students for safe kids 101 cla	431.00
P0099456	00192945	MACCALLA, SANDI	Instructor fees - course #1756	210.00
P0099429	00193013	THE UW IDL	Private group tour of the Bull	100.00
<i>Org Key: PR2108 - Health and Fitness</i>				
P0099425	00192969	PAULETTO, MAUDE	Instructor fee course #0602	639.80
P0099425	00192969	PAULETTO, MAUDE	Instructor fee course #0661	436.80
P0099425	00192969	PAULETTO, MAUDE	Instructor fee course #0660	167.30
<i>Org Key: PR3500 - Senior Services</i>				
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	74.55
<i>Org Key: PR4100 - Community Center</i>				
	00192977	PUGET SOUND ENERGY	ENERGY USE MAY 2018	4,294.11
P0099362	00192962	PACIFIC AIR CONTROL INC	HVAC MAINT	1,961.30
P0099373	00192956	MORRIS-HANSEN ENT INC	WINDOW CLEANING	1,398.30
P0099364	00192962	PACIFIC AIR CONTROL INC	CHILLER REPAIR	638.00
P0097878	00193036	XEROX CORPORATION	2018 Lease charges for MICEC C	267.20
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	195.06
P0097878	00193036	XEROX CORPORATION	Use charge 3-21-18 to 4-21-18	131.95
P0099455	00192952	MI HARDWARE - P&R	Misc supplies MICEC & Nat Reso	101.14
	00192971	POLHEMUS, GRANT	PYMT AROUND THE WORLD EVENT	34.00
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	32.91
P0099497	00192895	CRYSTAL SPRINGS	Starbucks Machine rental cost	16.33
<i>Org Key: PR6100 - Park Maintenance</i>				
P0099313	00193008	T&L NURSERY INC	HANGING FLOWER BASKETS	528.00
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	89.22
P0099438	00192978	PUGET SOUND PLANTS	SALES TAX FOR PO# P0099173 &	86.18
P0099325	00192916	GRAINGER	DISPOSABLE GLOVES	46.29
P0099445	00192879	BEN'S CLEANER SALES INC	PRESSURE WASHER PARTS	11.65
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P0099437	00192925	HORIZON	FERTILIZER (4 TONS)	1,236.44
P0099452	00193031	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SOLID & SIDE EJECT	274.78
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	126.20
P0099245	00192997	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	117.99
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P0099313	00193008	T&L NURSERY INC	HANGING FLOWER BASKETS	1,936.00
P0099382	00193004	SUNBELT RENTALS INC	REAR TINE TILLER RENTAL	492.63
P0099343	00192962	PACIFIC AIR CONTROL INC	HVAC MAINT ADMIN & CARETAKER	283.80
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	141.43
P0099445	00192879	BEN'S CLEANER SALES INC	PRESSURE WASHER PARTS	11.64
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P0099424	00192992	SHAW SPORTS TURF	REPAIR TURF FIELD	3,238.01
P0099437	00192925	HORIZON	FERTILIZER (4 TONS)	1,200.08
P0099452	00193031	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SOLID & SIDE EJECT	266.71
P0099341	00193020	UNITED SITE SERVICES	Portable Restroom rental - Is	77.53
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	27.06

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PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P0099437	00192925	HORIZON	FERTILIZER (4 TONS)	1,200.08
P0097942	00193020	UNITED SITE SERVICES	2018 Portable Toilet Rentals &	356.35
P0099452	00193031	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SOLID & SIDE EJECT	266.71
P0097942	00193020	UNITED SITE SERVICES	2018 Portable Toilet Rentals &	151.20
P0099439	00192925	HORIZON	MISC. IRRIGATION FITTINGS	133.02
P0099396	00192925	HORIZON	IRRIGATION FITTINGS	111.53
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	82.30
P0097745	00193009	T2 SYSTEMS CANADA INC	Monthly charges for boat launc	77.00
<i>Org Key: PR6800 - Trails Maintenance</i>				
P0099339	00192966	PACIFIC NORTHWEST CHAPTER ISA	Tree Growth & Development Trai	155.74
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	20.01
<i>Org Key: PY4618 - Flex Spending Admin 2018</i>				
	00192984	ROSTOV, HERSCHEL P	FLEX SPEND REIMB	761.90
	00192991	SEGLE, KRYSS	FLEX SPEND REIMB	650.00
	00192979	QUINN, THOMAS	FLEX SPEND REIMB	630.36
	00192947	MANRIQUEZ, CHERYL R	FLEX SPEND REIMB	295.39
	00192920	HARB, SAM	FLEX SPEND REIMB	286.98
	00192995	SOLOMON, MEARA	FLEX SPEND REIMB	192.31
	00192998	SPIETZ, ALLISON	FLEX SPEND REIMB	8.44
<i>Org Key: ST0002 - ST Long Term Parking</i>				
P0099481	00192872	ASPECT CONSULTING LLC	Site Review and Cleanup	4,755.75
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
P94483	00192932	KIA MOTORS FINANCE	DSG 2016 KIA SOUL LEASE	211.36
<i>Org Key: WG134E - Police Equipment</i>				
P0099448	00192974	PROFORCE LAW ENFORCEMENT	Police Equipment Replacement -	492.23
<i>Org Key: WG141E - MICEC Equipment Replacement</i>				
P0099546	00192898	DDBD AVI INC	\$2000 deposit due immediately	2,000.00
<i>Org Key: WP115S - ICP North Out Field</i>				
P0099328	00192963	PACIFIC GOLF & TURF	SYNTHETIC TURF SWEEPER (S/N SS	7,419.50
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P93946	00192906	EARTHCORPS INC	2017-2018 Earthcorps Volunteer	556.50
P0097942	00193020	UNITED SITE SERVICES	2018 Portable Toilet Rentals &	75.60
<i>Org Key: WP122R - Vegetation Management</i>				
P0097978	00192955	MONARCH LANDSCAPING WA LLC	Luther Burbank Park Vegetation	8,121.00
P93946	00192906	EARTHCORPS INC	2017 - 2018 EarthCorps Volunt	1,113.50
P0098340	00192955	MONARCH LANDSCAPING WA LLC	North Mercerdale Hillside Park	752.00
P0097782	00193020	UNITED SITE SERVICES	Volunteer Event Portable Restr	108.07
P0099455	00192952	MI HARDWARE - P&R	Misc supplies MICEC & Nat Reso	25.73
P0099347	00193025	VERIZON WIRELESS	P&R Monthly Verizon Cell phone	20.00
<i>Org Key: WR140C - Pedestrian & Bicycle Facility</i>				
P0099380	00193016	TRAFFIC SAFETY SUPPLY	TURN SIGNS (M5-1)	55.99
<i>Org Key: WR719R - EMW (SE 70 to WMW)</i>				

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PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099491	00192897	DAILY JOURNAL OF COMMERCE	ARTERIAL & RESIDENTIAL CHIP SE	512.00
<i>Org Key: WW120S - Meter Replacement Residential</i>				
P0097695	00192921	HDR ENGINEERING INC	WATER METER MASTER	1,636.27
<i>Org Key: XP710R - Luther BB Minor Capital LEVY</i>				
P0095040	00192886	CARDINAL ARCHITECTURE PC	LBP Boiler Building Drainage &	520.00
<i>Org Key: XP710T - Luther Burbank Site for Presch</i>				
P0099327	00192967	PACIFIC RIM EQUIPMENT RENTAL	EXCAVATOR RENTAL	781.71
<i>Org Key: YF1100 - YFS General Services</i>				
P0099495	00192931	KELLEY IMAGING SYSTEMS	Plotter paper (YFS portion)	347.46
P0099436	00192996	SOUND PUBLISHING INC	Department (YFS) ad in "Island	299.75
P0097715	00193037	XEROX CORPORATION	Lease & overage charges for b/	179.60
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	171.74
P0097711	00192894	CRYSTAL AND SIERRA SPRINGS	Monthly water service for LB B	61.17
	00192891	COMPLETE OFFICE	OFFICE SUPPLIES APRIL 2018	59.42
<i>Org Key: YF1200 - Thrift Shop</i>				
P0097805	00193002	STRANGER, THE	Advertising for Thrift Shop -	800.00
P0097797	00192917	GRAND & BENEDICTS INC	Operating supplies for Thrift	289.67
<i>Org Key: YF2100 - School/City Partnership</i>				
P0097703	00192981	REGIONAL TOXICOLOGY SERVICES	Lab fees for C.Harnish clients	45.20
<i>Org Key: YF2300 - VOICE Program</i>				
P0099494	00192989	SEATTLE PARKS & REC, CITY OF	Rental and extra fees for VOIC	1,200.00
P0099408	00192975	PROJECT A INC	VOICE/SVP Web Page Form	71.25
P0099408	00192975	PROJECT A INC	VOICE /SVP Web Page Form	71.25
<i>Org Key: YF2600 - Family Assistance</i>				
P0097801	00193003	STRUM JEWISH COMMUNITY CTR	Preschool scholarships for	680.00
Total				973,312.04

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	193038 -193121	5/31/2018	\$ 176,691.02
			\$ 176,691.02

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00193038	05/30/2018	WMCA MEMBERSHIP FEE TO WMCA		OH009913	05/29/2019	75.00
00193039	05/31/2018	4IMPRINT INC PUBLIC WORKS WEEK RECOGNITION	P0099567	6337743	05/23/2018	318.30
00193040	05/31/2018	ADAMS, RONALD E LEOFF1 Retiree Medical Expense	P0099600	OH009914	05/30/2018	115.69
00193041	05/31/2018	AM TEST INC WATER QUALITY TESTS IN 104755	P0099484	104637/104755	05/08/2018	340.00
00193042	05/31/2018	AMERIGAS-1400 2018 PROPANE DELIVERY	P0098165	3078638487	05/17/2018	442.13
00193043	05/31/2018	ASPECT CONSULTING LLC Professional Services -	P0099571	29831	05/21/2018	794.00
00193044	05/31/2018	ASPECT SOFTWARE INC Monthly Telestaff Charges/Fire	P0099471	ASI039630	05/11/2018	165.00
00193045	05/31/2018	AUCKLAND, JOSH SAFETY BOOTS		OH009931	05/21/2018	197.45
00193046	05/31/2018	BELLEVUE COLLEGE-CONT EDU Class Reg A. Sandine Invoice #	P0099507	2111784	05/17/2018	263.12
00193047	05/31/2018	BEST PARKING LOT CLEANING INC 2017-18 SANITARY SEWER CCTV	P94698	C168047/C167953	05/08/2018	2,178.00
00193048	05/31/2018	BODY WORK PRIME BUSINESS LICENSE REFUND		OH009938	05/22/2018	30.00
00193049	05/31/2018	BRENNAN, JEFF Rental FA-0735 completed. Adde	P0099540	FA0735	05/23/2018	25.00
00193050	05/31/2018	BUILDERS EXCHANGE OF WA ARTERIAL & RESIDENTIAL STREET	P0099569	1058643	05/10/2018	138.60
00193051	05/31/2018	BUSH, ROED & HITCHINGS INC Land Survey Services - DNR Lea	P0098390	32741	04/30/2018	9,887.45
00193052	05/31/2018	CAMPBELL'S LODGE INC Lodging for Senior trip to Lak	P0099549	511506	05/15/2018	2,677.64
00193053	05/31/2018	CANTER, DAVID RANGE FEES		OH009933	05/27/2018	120.00
00193054	05/31/2018	CAROLLO ENGINEERS INC GENERAL SEWER PLAN UPDATE	P86399	0166953	05/14/2018	798.90
00193055	05/31/2018	CDW GOVERNMENT INC Panasonic Tablet Rugged Keyboa	P0099412	MRW1187	05/14/2018	675.01
00193056	05/31/2018	CHIU, IYU Refunding credit from Tai Chi	P0099543	OH009916	05/23/2018	83.00
00193057	05/31/2018	COLUMBIA FORD ROW FL-404 REPLACEMENT	P0097816	CORRECTION	05/15/2018	300.00
00193058	05/31/2018	COMCAST 2018 High Speed Internet Conne	P0097871	OH009915	05/11/2018	163.58
00193059	05/31/2018	CONSOLIDATED PRESS Spring/Summer '18 Rec Guide	P0099518	20891	03/21/2018	5,484.55
00193060	05/31/2018	EASTSIDE EXTERMINATORS CITY HALL PEST CONTROL	P0099533	390685	05/18/2018	230.01
00193061	05/31/2018	EISEN, CHLOE L Instructor fees - course #0175	P0099512	0175/0174	05/21/2018	977.20
00193062	05/31/2018	FALSGRAF NELSON, LAURA LICENSE RENEWAL		OH009934	05/29/2018	106.00
00193063	05/31/2018	FEDEX OFFICE Lamination, cutting & other p	P0097713	OH009918	05/01/2018	33.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00193064	05/31/2018	FEI - SEATTLE WW #1539 INVENTORY PURCHASES	P0099334	0652043	05/01/2018	10,549.86
00193065	05/31/2018	FOREST CLOUDS Gallagher Hill Open Space	P0098086	2	05/18/2018	8,700.00
00193066	05/31/2018	GARDNER, BRENT PARKING FEE		OH009932	04/18/2018	24.00
00193067	05/31/2018	GOODMAN, J C LEOFF1 Retiree Medicare Expens	P0099602	OH009919	05/30/2018	85.50
00193068	05/31/2018	GOV'T LEASING & FINANCE INC Interest - Fire Lease Purchase	P0099527	357542653	05/22/2018	42,768.04
00193069	05/31/2018	GRAINGER INVENTORY PURCHASES	P0099458	9785359440/9457	05/11/2018	279.05
00193070	05/31/2018	H D FOWLER INVENTORY PURCHASES	P0099516	I4815507	05/07/2018	7,879.78
00193071	05/31/2018	HADLEY APARTMENTS Utilities and rent payments fo	P0099320	OH009920	05/23/2018	83.85
00193072	05/31/2018	HDR ENGINEERING INC 2017 WATER MODELING	P0097140	1200112307	04/05/2018	1,376.07
00193073	05/31/2018	HOLMES, EDWARD J PER DIEM REIMB WASPC CONF		OH009930	05/29/2018	96.00
00193074	05/31/2018	HOME DEPOT CREDIT SERVICE RESIN & CLOTH	P0099548	7483282/7894505	05/01/2018	633.27
00193075	05/31/2018	HONEYWELL, MATTHEW V Professional services - Invoic	P0099559	1031	05/22/2018	1,300.00
00193076	05/31/2018	I URBAN TEEN Rental FA-0877 completed. Retu	P0099544	FA0877	05/23/2018	50.00
00193077	05/31/2018	INTERCOM LANGUAGE SERVICES INC invoice #18-173, interp. 5/14	P0099563	18173	05/24/2018	520.00
00193078	05/31/2018	KC PET LICENSES KC PET LICENSE FEES COLLECTED	P0097862	OH009923	04/30/2018	135.00
00193079	05/31/2018	KC SHERIFF'S OFFICE Reimbursement for use of King	P0099530	180211	04/13/2018	79.62
00193080	05/31/2018	KING CO PROSECUTING ATTORNEY COURT REMITTANCE KC CRIME VICT	P0097861	OH009921	04/30/2018	403.67
00193081	05/31/2018	KING COUNTY FINANCE SIGNAL SERVICES INV 91438-9144	P0099493	91438	04/30/2018	901.69
00193082	05/31/2018	KROESENS UNIFORM COMPANY Duty belt/belt liner replaceme	P0099509	50207	05/16/2018	575.70
00193083	05/31/2018	LEDBETTER-KRAFT, DELORES E Instructor fees - course #0598	P0099555	0598	05/24/2018	1,099.00
00193084	05/31/2018	LIFTOFF LLC E1 licenses for Arts Council	P0098478	2752	03/05/2018	968.00
00193085	05/31/2018	LUCERO, CHERYL COURT ADMIN CONFERENCE		OH009937	05/24/2018	401.90
00193086	05/31/2018	MARENAKOS ROCK CENTER NORTH CASCADES GRANITE (3.07 T	P0099537	1022675IN	04/27/2018	616.79
00193087	05/31/2018	MARTEN LAW Professional services - Invoic	P0099560	44087118	05/22/2018	8,437.00
00193088	05/31/2018	METRON-FARNIER LLC INVENTORY PURCHASES	P0099521	25958	04/25/2018	2,260.50
00193089	05/31/2018	METROPRESORT May 2018 Printing and Mailing	P0098388	501758/502027/50	05/08/2018	1,873.98

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Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00193090	05/31/2018	MIRACLE ISLAND PLLC Instructor fees - course #0776	P0099556	0776/0777	05/24/2018	1,243.20
00193091	05/31/2018	MYERS, JAMES S LEOFF1 Retiree Medical Expense	P0099599	OH009924	05/30/2018	47.00
00193092	05/31/2018	NAIR, ARJUN Cancelled Fitness Room pass	P0099542	OH009925	05/23/2018	34.50
00193093	05/31/2018	NORDVIND SEWER 3626 STORM WATER SLIP LINE REP	P0099266	2221	05/24/2018	24,100.00
00193094	05/31/2018	OFFICE OF THE CODE REVISER WA Legis Session Laws 2018	P0099574	OH009917	05/29/2018	35.20
00193095	05/31/2018	OVERLAKE OIL 2018 FUEL DELIVERY	P0097948	0188435IN/188526	05/10/2018	5,343.52
00193096	05/31/2018	OWEN EQUIPMENT COMPANY FL-0480 PARTS INV 88723	P0099570	00088723/88718	05/16/2018	267.55
00193097	05/31/2018	PACIFIC PLANTS INC MISC. BUSHES & SHRUBS	P0099278	83559	04/18/2018	271.50
00193098	05/31/2018	PARKINK Screen printing tshirts for su	P0099519	26216	04/17/2018	2,650.20
00193099	05/31/2018	PARKWAY CENTER MANAGEMENT GRP RENT PAYMENT JUNE 1, 2018		OH009939	05/30/2018	4,000.00
00193100	05/31/2018	PART WORKS INC., THE SIDE MOUNT OPERATOR SLOAN (AUT	P0099526	INV26721/26722	05/10/2018	3,671.12
00193101	05/31/2018	PROLIANCE SURGEONS Rental FA-0907 completed. Retu	P0099541	FA0907	05/23/2018	50.00
00193102	05/31/2018	PUGET SOUND ENERGY Utility Assistance for Emergen	P0097804	OH009927	05/23/2018	158.36
00193103	05/31/2018	R A BROWN BACKFLOW TESTING ROW BACKFLOW TESTING INV 18031	P0099485	18031401	03/14/2018	385.00
00193104	05/31/2018	RED FISH BLUE FISH PHOTOGRAPHY On-Site staff and Council port	P0099531	18022OCMI	05/15/2018	632.50
00193105	05/31/2018	REMOTE SATELLITE SYSTEMS INT'L Satellite Phone Service for EM	P0099459	00094552	05/15/2018	54.00
00193106	05/31/2018	ROSENSTEIN, SUSIE 4 pack training for Kathy	P0099524	138	05/14/2018	900.00
00193107	05/31/2018	SALZETTI, ERIC Instructor fees - course #0576	P0099550	0576/0571	05/24/2018	1,404.20
00193108	05/31/2018	SELECTECH INC 380 adhesive free interlocking	P0099538	180404	05/03/2018	4,917.36
00193109	05/31/2018	SIRENNET.COM ROW FL-510 EQUIPMENT INV 22821	P0099488	0228214IN	05/16/2018	433.01
00193110	05/31/2018	T-MOBILE 2018 Service for Boat Launch T	P0097872	OH009928	05/09/2018	20.00
00193111	05/31/2018	TAWNEY, LAURA EXPENSES FOR HR HELP		OH009936	05/25/2018	854.25
00193112	05/31/2018	TRAFFIC SAFETY SUPPLY STREET SIGN	P0099525	INV001349	05/14/2018	155.92
00193113	05/31/2018	UNITED REPROGRAPHICS PROJECT SIGN INV 9075305	P0099568	9075305	04/11/2018	153.15
00193114	05/31/2018	UNITED SITE SERVICES Fence rental for Lid field	P0099517	1146724244	05/08/2018	290.40
00193115	05/31/2018	VERITIV OPERATING COMPANY INVENTORY PURCHASES	P0099159	65522350213	04/10/2018	1,592.80

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00193116	05/31/2018	VERIZON WIRELESS MDC Charges/Fire	P0099478	OH009929	04/23/2018	1,668.74
00193117	05/31/2018	WESTERN EQUIPMENT DISTRIBUTORS TINES- SIDE EJECT (32)	P0099565	804328200	05/16/2018	162.27
00193118	05/31/2018	WHITE HORSE PROMOTIONAL 700 Drawstring Bags	P0099539	A110A110MI	05/15/2018	1,165.20
00193119	05/31/2018	XEROX CORPORATION 2018 - Lease charges for LB Ad	P0097873	093192407	05/03/2018	159.18
00193120	05/31/2018	XEROX CORPORATION Lease and print/copy charges f	P0097792	093130273	05/01/2018	649.58
00193121	05/31/2018	YAMASHITA, M PATRICK AIRFARE TO ESRI CONF		OH009935	05/11/2018	504.41
					Total	<u>176,691.02</u>

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 001000 - General Fund-Admin Key</i>				
P0097861	00193080	KING CO PROSECUTING ATTORNEY	COURT REMITTANCE KC CRIME VICT	403.67
P0097862	00193078	KC PET LICENSES	KC PET LICENSE FEES COLLECTED	135.00
P0099543	00193056	CHIU, IYU	Refunding credit from Tai Chi	83.00
P0099544	00193076	I URBAN TEEN	Rental FA-0877 completed. Retu	50.00
P0099541	00193101	PROLIANCE SURGEONS	Rental FA-0907 completed. Retu	50.00
P0099542	00193092	NAIR, ARJUN	Cancelled Fitness Room pass	34.50
P0099540	00193049	BRENNAN, JEFF	Rental FA-0735 completed. Adde	25.00
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0099335	00193064	FEI - SEATTLE WW #1539	INVENTORY PURCHASES	10,127.54
P0099523	00193070	H D FOWLER	INVENTORY PURCHASES	3,973.47
P0099522	00193070	H D FOWLER	INVENTORY PURCHASES	2,591.32
P0099521	00193088	METRON-FARNIER LLC	INVENTORY PURCHASES	2,260.50
P0099159	00193115	VERITIV OPERATING COMPANY	INVENTORY PURCHASES	1,592.80
P0099520	00193070	H D FOWLER	INVENTORY PURCHASES	981.77
P0099458	00193069	GRAINGER	INVENTORY PURCHASES	279.05
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0099561	00193075	HONEYWELL, MATTHEW V	Professional services - Invoice	900.00
P0099559	00193075	HONEYWELL, MATTHEW V	Professional services - Invoice	400.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0099531	00193104	RED FISH BLUE FISH PHOTOGRAPHY	On-Site staff and Council port	632.50
<i>Org Key: CM1200 - City Clerk</i>				
	00193038	WMCA	MEMBERSHIP FEE TO WMCA	75.00
<i>Org Key: CR1100 - CORe Admin and Human Resources</i>				
	00193111	TAWNEY, LAURA	EXPENSES FOR HR HELP	854.25
<i>Org Key: CT1100 - Municipal Court</i>				
P0099563	00193077	INTERCOM LANGUAGE SERVICES INC	invoice #18-173, interp. 5/14	520.00
	00193085	LUCERO, CHERYL	COURT ADMIN CONFERENCE	401.90
P0099574	00193094	OFFICE OF THE CODE REVISER	WA Legis Session Laws 2018	35.20
<i>Org Key: DS1100 - Administration (DS)</i>				
	00193121	YAMASHITA, M PATRICK	AIRFARE TO ESRI CONF	504.41
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
	00193066	GARDNER, BRENT	PARKING FEE	24.00
<i>Org Key: FN0000 - Finance Department-Revenue</i>				
	00193048	BODY WORK PRIME	BUSINESS LICENSE REFUND	30.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	353.02
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	271.64
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	353.03
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	271.64
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	353.02
P0098388	00193089	METROPRESORT	May 2018 Printing and Mailing	271.63
<i>Org Key: FR1100 - Administration (FR)</i>				
P0099412	00193055	CDW GOVERNMENT INC	Panasonic Tablet Rugged Keyboa	675.01
P0099471	00193044	ASPECT SOFTWARE INC	Monthly Telestaff Charges/Fire	165.00
<i>Org Key: FR2100 - Fire Operations</i>				
P0099478	00193116	VERIZON WIRELESS	MDC Charges/Fire	926.69
<i>Org Key: GDI503 - Interest-Equip Rental</i>				
P0099527	00193068	GOV'T LEASING & FINANCE INC	Interest - Fire Lease Purchase	6,813.34
<i>Org Key: GDP503 - Principal - Equip Rental</i>				
P0099527	00193068	GOV'T LEASING & FINANCE INC	Principal - Fire Lease Purchas	35,954.70
<i>Org Key: GGM001 - General Government-Misc</i>				
P0098478	00193084	LIFTOFF LLC	E1 licenses for Arts Council	968.00
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0099600	00193040	ADAMS, RONALD E	LEOFF1 Retiree Medical Expense	115.69
P0099602	00193067	GOODMAN, J C	LEOFF1 Retiree Medicare Expens	85.50
P0099599	00193091	MYERS, JAMES S	LEOFF1 Retiree Medical Expense	47.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0099493	00193081	KING COUNTY FINANCE	SIGNAL SERVICES INV 91438-9144	901.69
P0099465	00193074	HOME DEPOT CREDIT SERVICE	RESIN & CLOTH	102.77
P0099536	00193112	TRAFFIC SAFETY SUPPLY	STREET SIGN	54.36
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
P0099548	00193074	HOME DEPOT CREDIT SERVICE	CHAIN LOCK TREE TIE	39.47
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0099485	00193103	R A BROWN BACKFLOW TESTING	ROW BACKFLOW TESTING INV 18031	385.00
<i>Org Key: MT3100 - Water Distribution</i>				
P0099334	00193064	FEI - SEATTLE WW #1539	2" WATTS DOUBLE CHECK VALVE	422.32
P0099484	00193041	AM TEST INC	WATER QUALITY TESTS IN 104755	300.00
<i>Org Key: MT3150 - Water Quality Event</i>				
P0099484	00193041	AM TEST INC	ICE PIGGING WATER TESTS INV 10	40.00
<i>Org Key: MT3400 - Sewer Collection</i>				
P94698	00193047	BEST PARKING LOT CLEANING INC	2017-18 SANITARY SEWER CCTV	2,178.00
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00193045	AUCKLAND, JOSH	SAFETY BOOTS	197.45
<i>Org Key: MT3800 - Storm Drainage</i>				
P0099266	00193093	NORDVIND SEWER	3626 STORM WATER SLIP LINE REP	4,100.00
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0099567	00193039	4IMPRINT INC	PUBLIC WORKS WEEK RECOGNITION	318.30
P0099507	00193046	BELLEVUE COLLEGE-CONT EDU	Class Reg A. Sandine Invoice #	263.12
<i>Org Key: MT4200 - Building Services</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0099533	00193060	EASTSIDE EXTERMINATORS	CITY HALL PEST CONTROL	230.01
<i>Org Key: MT4300 - Fleet Services</i>				
P0097948	00193095	OVERLAKE OIL	2018 FUEL DELIVERY	5,343.52
P0098165	00193042	AMERIGAS-1400	2018 PROPANE DELIVERY	442.13
P0099570	00193096	OWEN EQUIPMENT COMPANY	FL-0480 PARTS INV 88718	136.42
P0099570	00193096	OWEN EQUIPMENT COMPANY	FL-0480 PARTS INV 88723	131.13
<i>Org Key: MTBE01 - Maint of Medians & Planters</i>				
P0099525	00193112	TRAFFIC SAFETY SUPPLY	BANNER MOUNTING KIT	101.56
<i>Org Key: PO1100 - Administration (PO)</i>				
	00193073	HOLMES, EDWARD J	PER DIEM REIMB WASPC CONF	96.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0099459	00193105	REMOTE SATELLITE SYSTEMS INT'L	Satellite Phone Service for EM	54.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0099510	00193082	KROESENS UNIFORM COMPANY	Duty belt/belt liner replaceme	121.94
P0099530	00193079	KC SHERIFF'S OFFICE	Reimbursement for use of King	79.62
<i>Org Key: PO2350 - Bike Patrol</i>				
P0099509	00193082	KROESENS UNIFORM COMPANY	CDU Bike Patrol Shirts	453.76
<i>Org Key: PO4300 - Police Training</i>				
	00193053	CANTER, DAVID	RANGE FEES	120.00
<i>Org Key: PR1100 - Administration (PR)</i>				
P0099518	00193059	CONSOLIDATED PRESS	Spring/Summer '18 Rec Guide	5,484.55
P0097792	00193120	XEROX CORPORATION	Lease and print/copy charges f	319.50
P0097873	00193119	XEROX CORPORATION	2018 - Lease charges for LB Ad	144.30
P0097873	00193119	XEROX CORPORATION	Use charge 3-23-18 to 4-30-18	14.88
<i>Org Key: PR2100 - Recreation Programs</i>				
P0099512	00193061	EISEN, CHLOE L	Instructor fees - course #0174	557.20
P0099512	00193061	EISEN, CHLOE L	Instructor fees - course #0175	420.00
P0099549	00193052	CAMPBELL'S LODGE INC	Lodging for Senior trip to Lak	382.52
<i>Org Key: PR2101 - Youth and Teen Camps</i>				
P0099519	00193098	PARKINK	Screen printing tshirts for su	2,650.20
P0099539	00193118	WHITE HORSE PROMOTIONAL	700 Drawstring Bags	665.20
<i>Org Key: PR2108 - Health and Fitness</i>				
P0099555	00193083	LEDBETTER-KRAFT, DELORES E	Instructor fees - course #0598	1,099.00
P0099550	00193107	SALZETTI, ERIC	Instructor fees - Course #0571	900.20
P0099524	00193106	ROSENSTEIN, SUSIE	4 pack training for Kathy	900.00
P0099556	00193090	MIRACLE ISLAND PLLC	Instructor fees - course #0777	781.20
P0099550	00193107	SALZETTI, ERIC	Instructor fees - course #0576	504.00
P0099556	00193090	MIRACLE ISLAND PLLC	Instructor fees - course #0776	462.00
<i>Org Key: PR3500 - Senior Services</i>				
P0099549	00193052	CAMPBELL'S LODGE INC	Lodging for Senior trip to Lak	2,295.12
<i>Org Key: PR4100 - Community Center</i>				
P0099539	00193118	WHITE HORSE PROMOTIONAL	700 Drawstring Bags	500.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0097871	00193058	COMCAST	2018 High Speed Internet Conne	163.58
<i>Org Key: PR6100 - Park Maintenance</i>				
P0099526	00193100	PART WORKS INC., THE	SIDE MOUNT OPERATOR SLOAN (AUT	895.97
P0099278	00193097	PACIFIC PLANTS INC	MISC. BUSHES & SHRUBS	271.50
P0099558	00193074	HOME DEPOT CREDIT SERVICE	RAT TRAPS	110.18
P0099548	00193074	HOME DEPOT CREDIT SERVICE	ORANGE SAFETY BARRIER	32.97
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
P0099565	00193117	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SIDE EJECT (32)	55.18
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P0099526	00193100	PART WORKS INC., THE	REPAIR KITS & WALL MOUNT FOR T	684.55
P0099547	00193074	HOME DEPOT CREDIT SERVICE	MID TINE TILLER RENTAL	198.24
P0099558	00193074	HOME DEPOT CREDIT SERVICE	RAT TRAPS	110.17
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P0099537	00193086	MARENAKOS ROCK CENTER	NORTH CASCADES GRANITE (3.07 T	616.79
P0099565	00193117	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SIDE EJECT (32)	53.55
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P0099517	00193114	UNITED SITE SERVICES	Fence rental for Lid field	290.40
P0099516	00193070	H D FOWLER	IRRIGATION FITTINGS	179.69
P0099515	00193070	H D FOWLER	IRRIGATION FITTINGS	153.53
P0099565	00193117	WESTERN EQUIPMENT DISTRIBUTORS	TINES- SIDE EJECT (32)	53.54
P0097872	00193110	T-MOBILE	2018 Service for Boat Launch T	20.00
<i>Org Key: ST0002 - ST Long Term Parking</i>				
P0099560	00193087	MARTEN LAW	Professional services - Invoic	8,437.00
	00193099	PARKWAY CENTER MANAGEMENT GRP	RENT PAYMENT JUNE 1, 2018	4,000.00
P0099571	00193043	ASPECT CONSULTING LLC	Professional Services -	794.00
<i>Org Key: WD320R - Storm Emergency Repairs</i>				
P0099266	00193093	NORDVIND SEWER	3626 STORM WATER SLIP LINE REP	20,000.00
<i>Org Key: WG102R - Maintenance Building Repairs</i>				
P0099526	00193100	PART WORKS INC., THE	SIDE MOUNT OPERATOR SLOAN (AUT	2,090.60
<i>Org Key: WG105R - Community Center Bldg Repairs</i>				
P0099538	00193108	SELECTECH INC	380 adhesive free interlocking	4,917.36
<i>Org Key: WG130E - Equipment Rental Vehicle Repl</i>				
P0099488	00193109	SIRENNET.COM	ROW FL-510 EQUIPMENT INV 22821	433.01
P0097816	00193057	COLUMBIA FORD	ROW FL-404 REPLACEMENT	300.00
<i>Org Key: WP122R - Vegetation Management</i>				
P0098086	00193065	FOREST CLOUDS	Gallagher Hill Open Space	8,700.00
P0099548	00193074	HOME DEPOT CREDIT SERVICE	CHAIN LOCK TREE TIE	39.47
<i>Org Key: WP506R - Swim Beach Repair at Groveland</i>				
P0098390	00193051	BUSH, ROED & HITCHINGS INC	Land Survey Services - DNR Lea	9,887.45
<i>Org Key: WR101T - Residential Streets 2018</i>				
P0099569	00193050	BUILDERS EXCHANGE OF WA	ARTERIAL & RESIDENTIAL STREET	46.05

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: WR517R - SE 40th (A) Corridor Improvment</i>				
P0099569	00193050	BUILDERS EXCHANGE OF WA	SE 40TH CORRIDOR IMPROV.	92.55
<i>Org Key: WS103P - Sewer 20 yr CIP Plan</i>				
P86399	00193054	CAROLLO ENGINEERS INC	GENERAL SEWER PLAN UPDATE	798.90
<i>Org Key: WW102P - Water Model and Fire Flow Anal</i>				
P0097140	00193072	HDR ENGINEERING INC	2017 WATER MODELING	1,376.07
<i>Org Key: WW523R- EMW 5400-6000 Block Watermain</i>				
P0099568	00193113	UNITED REPROGRAPHICS	PROJECT SIGN INV 9075305	153.15
<i>Org Key: XG118T - Maintenance Mgmt System</i>				
P0099478	00193116	VERIZON WIRELESS	New Equipment/Clifton	742.05
<i>Org Key: YF1100 - YFS General Services</i>				
P0097792	00193120	XEROX CORPORATION	Lease and print/copy charges f	330.08
	00193062	FALSGRAF NELSON, LAURA	LICENSE RENEWAL	106.00
P0097713	00193063	FEDEX OFFICE	Lamination, cutting & other p	33.00
<i>Org Key: YF2600 - Family Assistance</i>				
P0097804	00193102	PUGET SOUND ENERGY	Utility Assistance for Emergen	93.41
P0099320	00193071	HADLEY APARTMENTS	Utilities and rent payments fo	83.85
P0097804	00193102	PUGET SOUND ENERGY	Utility Assistance for Emergen	64.95
Total				176,691.02



CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING 5.18.18
PAYROLL DATED 5.25.18

Net Cash	\$	551,272.99
Net Voids/Manuals	\$	15,785.56
Net Total	\$	567,058.55
Federal Tax Deposit - Key Bank	\$	92,012.19
Social Security and Medicare Taxes	\$	49,830.41
Medicare Taxes Only (Fire Fighter Employees)	\$	2,817.69
Public Employees Retirement System 1 (PERS 1)		
Public Employees Retirement System 2 (PERS 2)	\$	29,536.43
Public Employees Retirement System 3 (PERS 3)	\$	6,494.96
Public Employees Retirement System (PERSJM)	\$	764.36
Public Safety Employees Retirement System (PSERS)	\$	200.85
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	27,950.62
Regence & LEOFF Trust - Medical Insurance	\$	12,417.71
Domestic Partner/Overage Dependand - Insurance	\$	1,316.03
Group Health Medical Insurance	\$	1,161.04
Health Care - Flexible Spending Accounts	\$	2,356.79
Dependent Care - Flexible Spending Accounts	\$	1,673.09
United Way	\$	105.00
ICMA Deferred Compensation	\$	49,609.44
Fire 457 Nationwide	\$	14,819.75
Roth - ICMA	\$	50.00
Roth - Nationwide	\$	620.00
401K Deferred Comp	\$	(15,000.00)
Garnishments (Chapter 13)	\$	1,331.00
Child Support	\$	599.99
Mercer Island Employee Association	\$	312.50
Cities & Towns/AFSCME Union Dues	\$	2,697.47
Police Union Dues	\$	2,388.61
Fire Union Dues	\$	1,961.40
Fire Union - Supplemental Dues	\$	154.00
Standard - Supplemental Life Insurance	\$	332.30
Unum - Long Term Care Insurance	\$	687.20
AFLAC - Supplemental Insurance Plans	\$	752.99
Coffee Fund	\$	94.00
Transportation	\$	125.00
HRA - VEBA	\$	4,304.43
Miscellaneous	\$	1,300.00
Nationwide Extra		
GET	\$	300.00
Tax & Benefit Obligations Total	\$	296,077.25

TOTAL GROSS PAYROLL **\$ 863,135.80**

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



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

**AB 5437
June 5, 2018
Consent Calendar**

2018 ARTERIAL AND RESIDENTIAL CHIP SEALS BID AWARD	Action: Award the project.	<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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DEPARTMENT OF	Public Works (Clint Morris)
COUNCIL LIAISON	n/a
EXHIBITS	1. Project Location Map
2018-2019 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$ 560,706
AMOUNT BUDGETED	\$ 711,745
APPROPRIATION REQUIRED	\$ 0

SUMMARY

BACKGROUND

Bituminous surface treatment, more commonly referred to as chip seal, is a low-cost resurfacing process that can significantly extend a pavement’s life span. The City of Mercer Island applied chip seals extensively in the 1970’s and 1980’s as a pavement preservation technique, but that was replaced with a hot mix asphalt (HMA) overlay paving program in the late 1980’s. In 2011, City staff re-introduced chip sealing with a pilot project on 1.3 miles of residential streets. Another chip seal contract was performed in 2013, covering 1.8 miles and including Mercerwood Drive.

The 2018 Arterial and Residential Chip Seals project is the combination of several arterial and residential chip sealing locations into one contract for construction this summer. Design work began in February of this year. Final plans, specifications, and cost estimates were completed at the end of April and the project was then advertised for bids. Three contractor bids were received, and staff is now ready to award a construction contract. As currently designed, this project will resurface over 2.8 miles of the City’s 83.5 miles of publicly maintained roadways with chip seal.

PROJECT DESCRIPTION

The project has been divided into four schedules, as described below. Locations are shown on Exhibit 1.

Schedule ‘A’ will chip seal 78th Avenue from SE 34th to SE 39th Streets. This roadway was last repaved in 2001 with an HMA overlay, but this pavement is not performing as well as expected. While its 2016 Pavement Condition Index (PCI) rating was at the bottom of the “Satisfactory” range, staff has observed its condition decline further since 2016, and it has now dropped to the “Fair” range. Based on this declining condition,

Staff added 78th Avenue to the TIP in 2017 to receive a chip seal in 2018, in conjunction with other planned arterial chip sealing work. The engineer’s estimated construction cost for this schedule of work was \$47,348.

Schedule ‘B’ is the chip sealing of SE 53rd Place from Island Crest Way to East Mercer Way. This roadway was last repaved in 1989 with an HMA overlay. It’s 2016 PCI is in the “Fair” range, which is typical for a pavement of that age. The estimated cost to chip seal SE 53rd Place was \$59,348.

Schedule ‘C’ will chip seal East Mercer Way from SE 68th Street to the 8500 block (West Mercer Way junction). This roadway was last repaved in 1992 with an HMA overlay. It’s pavement segments have 2016 PCI’s in the low “Satisfactory” and high “Fair” ranges. The estimated construction cost for this work was \$177,480.

Schedule ‘D’ is the chip sealing of residential streets on the southern part of the Island and includes SE 68th/SE 70th Street (from 84th Avenue to West Mercer Way) and the adjacent 82nd and 83rd Avenues (from SE 68th Street to the 7000 block). All of these roadways were chip sealed in the mid-1980’s and SE 68th/SE 70th Street received an HMA overlay in 1989. Residential chip sealing work was estimated to cost \$107,290.

At completion of design work, the total estimated construction cost for all four work schedules was \$391,465.

BID RESULTS AND AWARD RECOMMENDATION

Three construction bids for the project were received and opened on May 18, 2018. The lowest bid was received from Doolittle Construction Company, in the amount of \$354,775.60, for Schedules ‘A’, ‘B’, ‘C’ and ‘D’. Doolittle Construction specializes in chip sealing and crack sealing work in the Puget Sound region and have been in business for over 30 years. Doolittle Construction successfully completed the City’s 2011 pilot project, performed the City’s 2013 chip seal project, and completed two crack sealing contracts for the City in 2014 and 2016. They have performed chip seal projects for several cities and counties in western Washington in recent years and have also completed several chip seal projects for the Washington State Department of Transportation. A review of the Labor and Industries website confirms that Doolittle Construction is a contractor in good standing, with no license violations, outstanding lawsuits, or L&I tax debt. Staff’s review of the bid submittals and reference checks confirms staff’s recommendation to award all four schedules of the 2018 Arterial and Residential Street Chip Seals project to Doolittle Construction Company. The bid results for the project are shown in the table below.

2018 ARTERIAL AND RESIDENTIAL CHIP SEALS CONSTRUCTION BID RESULTS				
	Engineer's Estimate	Doolittle Construction	Granite Construction	Sierra Santa Fe
Schedule A - 78th Avenue	\$47,347.50	\$41,956.60	\$71,999.50	\$118,773.00
Schedule B - SE 53rd Place	\$59,347.50	\$53,559.00	\$83,948.50	\$131,677.00
Schedule C - East Mercer Way	\$177,480.00	\$154,915.00	\$200,513.50	\$286,752.00
Schedule D - Residential Streets	\$107,290.00	\$104,345.00	\$135,538.50	\$226,067.50
Total Bid Amount	\$391,465.00	\$354,775.60	\$492,000.00	\$763,269.50

The large cost spread between the contractor’s bids is likely related to workload and geography. The high bidders may have already secured substantial work for construction this summer. Sierra Santa Fe is based near Vancouver, Washington and Granite Construction was coming from Yakima. Doolittle Construction is located in south Bellevue. The bid prices for mobilization and materials were much higher from Granite and Sierra Santa Fe.

Adding amounts to each schedule for construction contingency, asphalt patching work (to be done under a separate contract), design, inspection services, contract administration, and 1% for the Arts brings this

project's total estimated cost to \$560,706. Residential street funds were recently allocated to the 2018 Arterial and Residential Asphalt Overlays project (AB5426), but there is \$129,645 remaining from the 2017-2018 Residential Streets Preservation Budget to fund Schedule 'D' of this 2018 Arterial and Residential Chip Seal project. The following table summarizes the overall project costs and available budget amounts.

2018 ARTERIAL AND RESIDENTIAL CHIP SEALS PROJECT BUDGET			
Description	Arterial	Residential	TOTAL
Construction Contract			Award to Doolittle Const.
Schedule A - 78th Avenue	\$41,957		\$41,957
Schedule B - SE 53rd Place	\$53,559		\$53,559
Schedule B - East Mercer Way	\$154,915		\$154,915
Schedule C - Residential Streets		\$104,345	\$104,345
Total Construction Contract	\$250,431	\$104,345	\$354,776
Construction Contingency @ 10%	\$25,043	\$10,435	\$35,478
Other Construction - Patching	\$125,635	\$0	\$125,635
Project Design	\$9,580	\$4,790	\$14,370
Inspection Services	\$8,600	\$4,300	\$12,900
Contract Administration / Project Management	\$10,000	\$4,000	\$14,000
1% for the Arts	\$2,504	\$1,043	\$3,548
Total Project Budget	\$431,793	\$128,913	\$560,706
2017-2018 Budget - Arterial Preservation	\$34,100		
2017-2018 Budget - SE 53rd Place	\$153,000		
2017-2018 Budget - East Mercer Way	\$395,000		
2017-2018 Budget - Residential Streets		\$129,645	
Total Budget Available for Project	\$582,100	\$129,645	\$711,745
Budget Remaining	\$150,307	\$732	\$151,039

Construction activities on the 2018 Arterial and Residential Chip Seals are tentatively scheduled to begin in late July and should be substantially completed by the end of August. In preparation for the chip sealing, the arterial roadways will receive some hot mix asphalt patching under a separate small public works contract.

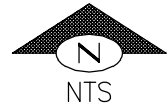
Staff will be sending letters in the coming weeks to homes affected by the chip sealing project, explaining to them the scope of the work, the tentative construction schedule, and providing staff contact information. Notification signage will be installed prior to the start of the work.

RECOMMENDATION

Street Engineer

MOVE TO: Award Schedules 'A', 'B', 'C', and 'D' of the 2018 Arterial and Residential Chip Seals project to Doolittle Construction Company in the amount of \$354,775.60. Set the total project budget to \$560,706 and direct the City Manager to execute the construction contract.

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CITY OF MERCER ISLAND KING COUNTY WASHINGTON



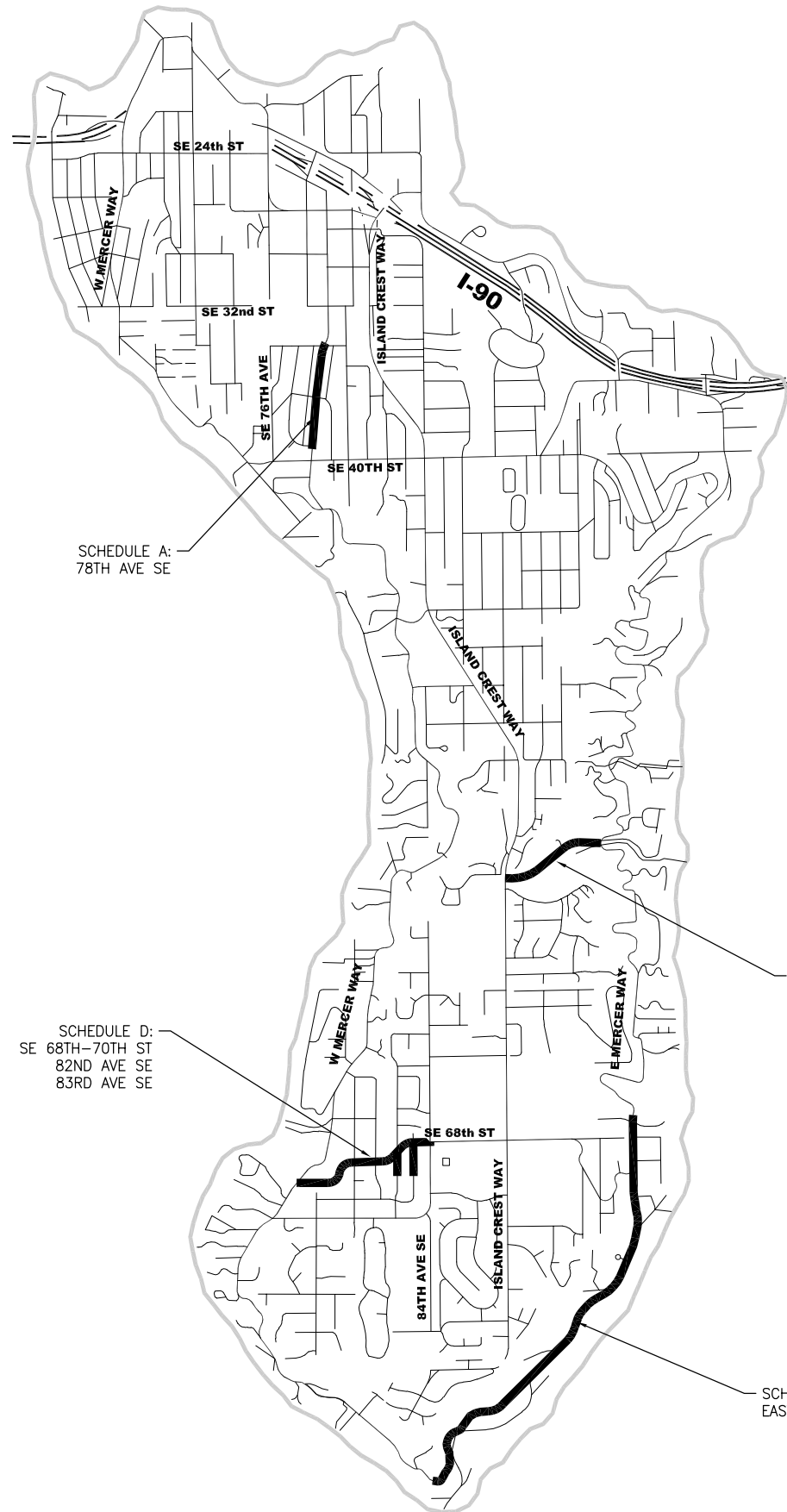
2018 ARTERIAL AND RESIDENTIAL STREET CHIP SEALS

PROJECT NUMBERS: WR101R - RESIDENTIAL STREETS
WR110R - 78TH AVE SE
WR718R - SE 53RD PL
WR719R - EAST MERCER WAY

BID DOCUMENT
MAY 2018

SHEET INDEX

1	COVER
2	NOTES, LEGEND, AND QUANTITIES
3-4	SCHEDULE A - 78TH AVE SE
5-6	SCHEDULE B - SE 53RD PL
7-15	SCHEDULE C - EAST MERCER WAY
16-19	SCHEDULE D - SE 68TH-70TH ST, 82ND AVE SE, AND 83RD AVE SE
20	DETAILS



SCHEDULE A:
78TH AVE SE

SCHEDULE B:
SE 53RD PL

SCHEDULE D:
SE 68TH-70TH ST
82ND AVE SE
83RD AVE SE

SCHEDULE C:
EAST MERCER WAY



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5432
June 5, 2018
Consent Calendar

ADOPTION OF THE 2019-2024 TRANSPORTATION IMPROVEMENT PROGRAM
Action: Adopt 2019-2024 Transportation Improvement Program.
Discussion Only, Action Needed, Motion, Ordinance, Resolution

DEPARTMENT OF Public Works (Patrick Yamashita)
COUNCIL LIAISON n/a
EXHIBITS 1. Detail of Expenditures & Street Fund Balance, 2. I-90 Trail Crossing at West Mercer Way Graphic
2018-2019 CITY COUNCIL GOAL 1. Prepare for Light Rail/Improve Mobility
APPROVED BY CITY MANAGER

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

SUMMARY

BACKGROUND

The Six-Year Transportation Improvement Program (TIP) is a planning tool used to identify specific projects that work together to maintain, preserve, and maximize use of the existing roadway and trail systems in Mercer Island. RCW 35.77.010 requires cities to formally adopt a TIP annually by July 1.

COUNCIL DIRECTION TO STAFF

On May 1, 2018 (AB 5413), the City Council held a public hearing and reviewed the draft TIP following a presentation by staff. Exhibit 1 has been updated to reflect the changes requested by the Council. They include:

- 1. Town Center Sidewalk/Tree Replacement Pilot Project [B1 and B2] – Swap the project timing between the two projects so 80th Ave. SE occurs first.
2. North-South Bike Route (ICW, 90th Ave SE – SE 63rd St) [was D8, now E1] – Accelerate the timing of the preliminary design from 2024 to 2019.
3. Pedestrian & Bicycle Facilities Plan Update [was D9, now D8] – Unfund the project.
4. East Link Traffic/Safety Mitigation Projects [Category E] – Only reflect the projects programmed for the 2019-2020 biennium.

Town Center Sidewalk/Tree Replacement Pilot Project

Projects B1 and B2 are pilot projects for the replacement of sidewalk and street trees in the Town Center. The projects would remove and replace existing damaged sidewalks and the street trees within them with a new design that will allow for trees to grow and mature without damaging the new sidewalks. These areas did not receive improvement as part of the 1994/1996 Town Center streetscape improvements and they suffer from street trees with large root masses, broken/uneven and narrow sidewalks, and non-compliant ADA curb ramps. Public Works staff have attempted to protect these trees in the past (ground and shimmed sidewalks, removed tree grates, tried flexible pavement) but the damage to sidewalks is ongoing and is a challenge to users of the sidewalk facility. Work includes new curbs, new wider sidewalks, new tree planting areas using Silva-Cells, and new street trees. Council discussed these projects at length and expressed concern about the loss of the mature trees. Public Works will be performing a baseline tree condition assessment throughout the Town Center later this year. A comprehensive assessment will evaluate tree health including minor core density and root evaluation, risk, and determine whether trees that are heaving sidewalks can be mitigated in ways other than removal. These results will be presented to the Council before proceeding with projects B1 and B2. Staff will also present a preliminary design to the Council for design approval prior to soliciting construction bids.

North-South Bike Route

Council expressed a strong desire to accelerate the design work for this project. The revised TIP reflects this. Additionally, Council expressed interest in funding this work through the Sound Transit settlement agreement traffic/safety enhancement funds. The City Manager and City Attorney spoke with Sound Transit staff about use of these funds and it was determined to be an acceptable use of these funds. The Street Funds originally proposed for the project will revert to the Street Fund balance. The project was changed from D8 to E1 to identify the project as an East Link traffic/safety mitigation project. Moving forward, all realistic design concepts will have some impact on mature trees in the Island Crest Way corridor. Therefore, staff will include a public engagement process during the preliminary design phase and will present design alternatives and a summary of public feedback to the Council for consideration. The construction cost and timing will be added to a future TIP following Council selection of a design approach.

East Link Traffic/Safety Mitigation Projects

The East Link Traffic/Safety Mitigation Projects shown in Section E of Exhibit 1 reflect the work proposed for 2019-2020. The others have been removed and are shown below for future consideration by the Council following a comprehensive discussion:

- Signal Interconnect Coordination – SE 27th St. Corridor
- Signal Interconnect Coordination – ICW to NMW (Big Left)
- PBF – I-90 Trail Crossing at sunset Highway/77th Ave SE
- PBF – I-90 Trail Crossing at 76th Ave SE/SE 24th St
- PBF – Mid-block TC crossings (along 76th Ave SE & SE 27th St)
- Emergency Signal (ICW and SE 30th St)
- Reserve for ‘to be determined’ project/location

Council also asked staff to provide a copy of a graphic from the November 29, 2017 traffic & safety community meeting. The graphic depicts the possible pedestrian and bicycle improvements for the I-90 trail crossing at West Mercer Way. See Exhibit 2.

At the June 9 City Council Mini-Planning Session, the Council will be reviewing the City’s advisory boards and commissions, including the possibility of adding a Transportation Board. Further discussion is needed with the Council to determine if a new board is appropriate.

RECOMMENDATION

City Engineer

MOVE TO: Adopt the 2019-2024 Transportation Improvement Program as reflected in Exhibit 1 of AB 5432.

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SIX-YEAR TRANSPORTATION PROGRAM

Detail of Expenditures for 2019 - 2024

	PROJECTS	STATUS	COMMENTS	2019	2020	2021	2022	2023	2024
A.	Residential Streets Preservation Program								
1	Residential Street Resurfacing		Project includes HMA overlays and seal coats	880,593	563,579	952,449	609,568	1,030,169	659,308
	Sub-total Residential Street Preservation Program			\$880,593	\$563,579	\$952,449	\$609,568	\$1,030,169	\$659,308
B.	Town Center Street Improvements								
1	80th Avenue Sidewalk (SE 28th - SE 32nd)	New	Pilot project - develop new standard for Town Center sidewalk replacements	100,000	400,000				
2	78th Avenue Sidewalk (SE 32nd - SE 34th)	New	Pilot project - develop new standard for Town Center sidewalk replacements			100,000	400,000		
3	Town Center Streets - North	Modified	Grind and HMA overlay of SE 27th (76th Ave to 80th Ave)				300,000		
	Sub-total Town Center Street Reconstruction			\$100,000	\$400,000	\$100,000	\$700,000	\$0	\$0
C.	Arterial Streets Improvements								
1	Arterial Preservation Program			70,000	70,000	70,000	70,000	70,000	70,000
2	East Mercer Way (SE 44th St - SE 70th Pl)		HMA overlay in two phases. Includes approximately \$100K in PBF reinvestment	677,400		854,900			
3	SE 40th St (76th Ave SE - 78th Ave SE)		New curb on North side and rebuild roadway	327,928					
4	North Mercer Way (7450 - 76th Ave SE)		Grind and HMA overlay	155,000					
5	SE 68th St and SE 70th Pl (ICW - EMW)		HMA overlay		525,000				
6	North Mercer Way (7450 - Roanoke)		Chip seal			133,000			
7	West Mercer Way (SE 56th St - EMW)	Modified	Chip seal, limit extended north to SE 56th			482,000			
8	Gallagher Hill Road (SE 36th St - SE 40th St)	Modified	HMA overlay. Will be done in conjunction with PBF project D6					610,700	
9	SE 40th (88th Ave to Gallagher Hill Rd)	New	Grind and HMA overlay					220,000	
10	SE 36th St (Gallagher Hill Rd - EMW)	Modified	Grind and HMA overlay						877,000
	Sub-total Arterial Street Improvements			\$1,230,328	\$595,000	\$1,539,900	\$70,000	\$900,700	\$947,000
D.	Pedestrian and Bicycle Facilities (PBF) - New Facilities								
1	PBF Plan Implementation			45,000	45,000	45,000	45,000	45,000	45,000
2	ADA Compliance Plan Implementation			75,000		75,000		75,000	75,000
3	East Mercer Way Roadside Shoulders - Phase 1 I		Clarke Beach to Avalon Drive				483,000		
4	West Mercer Way Roadside Shoulders - Phase 2 and 3	Modified	Ph 2: 7400 block to SE 70th St / Ph 3: SE 70th to SE 65th		365,000				431,000
5	Crosswalk Improvement (SE 36th St and NMW)		RRFB. Refuge Island and Rechannelization	100,000					
6	Gallagher Hill Sidewalk Improvement (SE 36th St - SE 40th St)		Sidewalk Improvements. Will be done in conjunction with overlay project C8					540,000	
7	Mercerwood Drive (92nd to 93rd Ave SE)	New	Pedestrian facility south side of road; supports SRTS						200,000
8	PBF Plan Update	New	Unfunded per Council direction	0	0				
	Sub-total Pedestrian & Bicycle (PBF) - New Facilities			\$220,000	\$410,000	\$120,000	\$528,000	\$660,000	\$751,000
E.	East Link Traffic/Safety Mitigation Projects		Up to \$5.1M. Projects must be complete & submitted for reimbursement by 12/31/25						
1	N-S Bike Route - ICW (90th Ave SE - SE 63rd)	New	Prelim and Final Design (Construction TBD) Complete gap in N-S Bike route	75,000	225,000				
2	PBF - I-90 Trail Crossing at West Mercer Way	New		100,000	200,000				
3	Speed Feedback Signing (SE 40th & WMW)	New	Vicinity of W Mercer Elementary. Identified by Police immediate need	75,000					
	Sub-total East Link Traffic/Safety Mitigation Projects			\$250,000	\$425,000	\$0	\$0	\$0	\$0
F.	Transportation Operations, Maintenance, & Capital Mgmt								
1	Street Maintenance and Operations		Includes ROW Tree Maint, ROW Inspections, Transit Shuttle, and Pavement Marking	481,686	391,026	400,692	410,696	421,051	431,770
2	Capital Project Management, Engineering, and OH		Includes Staff/management costs not directly associated with construction projects	486,458	422,581	443,710	549,895	489,190	513,649
	Sub-total Other Transportation O&M, Capital Mgmt			\$968,144	\$813,607	\$844,402	\$960,591	\$910,241	\$945,419
	TOTAL PROJECT COSTS			\$3,649,064	\$3,207,186	\$3,556,751	\$2,868,159	\$3,501,110	\$3,302,727

SIX-YEAR TRANSPORTATION PROGRAM

Street Fund Balance

2019 - 2024

RESOURCES	COMMENTS	2019	2020	2021	2022	2023	2024
Beginning Fund Balance		\$ 3,284,246	\$ 2,836,181	\$ 3,066,995	\$ 2,479,244	\$ 2,643,085	\$ 2,240,975
Revenues							
Real Estate Excise Tax		1,953,000	2,026,000	1,992,000	2,066,000	2,143,000	2,222,000
Fuel Tax		488,000	476,000	464,000	452,000	441,000	430,000
MI Transportation Benefit District	<i>Ordinance 14C-11 (Oct 2014)</i>	375,000	375,000	375,000	375,000	375,000	375,000
Transportation Impact Fees	<i>Ordinance 16C-01 (Jan 2016)</i>	61,000	62,000	64,000	65,000	66,000	68,000
City of Seattle	<i>Metro Transit Shuttle Service</i>	40,000	40,000	40,000	40,000	40,000	40,000
State Shared - Multimodal Transportation	<i>ESSB 5987 (July 2015)</i>	34,000	34,000	34,000	34,000	34,000	34,000
Mitigation - Sound Transit	<i>Up to \$5.1M. Complete by 12/31/25</i>	250,000	425,000	-	-	-	-
Total Revenues		\$ 3,201,000	\$ 3,438,000	\$ 2,969,000	\$ 3,032,000	\$ 3,099,000	\$ 3,169,000

EXPENDITURES	COMMENTS	2019	2020	2021	2022	2023	2024
A. Residential Streets Preservation Program		880,593	563,579	952,449	609,568	1,030,169	659,308
B. Town Center Street Reconstruction		100,000	400,000	100,000	700,000	-	-
C. Arterial Street Improvements		1,230,328	595,000	1,539,900	70,000	900,700	947,000
D. Pedestrian & Bicycle Facilities - New Facilities		220,000	410,000	120,000	528,000	660,000	751,000
E. East Link Traffic Safety Mitigation Projects		250,000	425,000	-	-	-	-
F. Transportation Operations, Maintenance, & Capital Mgmt		968,144	813,607	844,402	960,591	910,241	945,419
Total Expenditures		\$ 3,649,064	\$ 3,207,186	\$ 3,556,751	\$ 2,868,159	\$ 3,501,110	\$ 3,302,727
Ending Fund Balance (including reserves)		\$ 2,836,181	\$ 3,066,995	\$ 2,479,244	\$ 2,643,085	\$ 2,240,975	\$ 2,107,248

FUND RESERVES AND DESIGNATIONS	COMMENTS	2019	2020	2021	2022	2023	2024
Working Capital Reserve		200,000	200,000	200,000	200,000	200,000	200,000
Impact Fees Collected	Will be applied to eligible projects	276,979	338,979	402,979	467,979	533,979	601,979
Designated - TC Streets North (Project B3 in 2022)		99,684	99,684	99,684	-	-	-
Ending Fund Balance (available)(after reserves)		\$ 2,259,518	\$ 2,428,332	\$ 1,776,581	\$ 1,975,106	\$ 1,506,996	\$ 1,305,269

Pedestrian and Bicyclist Safety Example





BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5431
June 5, 2018
Consent Calendar

Table with 3 columns: Title (SUMMER CELEBRATION FIREWORKS PUBLIC DISPLAY PERMIT), Action (Approve Permit Application for the Summer Celebration Fireworks Display), and checkboxes (Discussion Only, Action Needed, Motion, Ordinance, Resolution).

Table with 2 columns: Category (DEPARTMENT OF, COUNCIL LIAISON, EXHIBITS, 2018-2019 CITY COUNCIL GOAL, APPROVED BY CITY MANAGER) and Value (Fire (Steve Heitman), n/a, 1. Permit Application from Western Display Fireworks, LTD, 4. Focus on Arts and Culture).

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

SUMMARY

Each year, as part of Summer Celebration!, the City hosts a community fireworks show at Luther Burbank Park on Saturday evening. This year, the City has contracted with Western Display Fireworks, LTD (Western) for the show. Western is a licensed commercial fireworks provider and has been a reliable contractor in Mercer Island for a number of years. Western is requesting permission for a 20-minute fireworks display from a barge in Lake Washington off Luther Burbank Park, approximately 600 feet off shore. The prescribed safety zone is maintained by the Mercer Island Marine Patrol. The show is scheduled for Saturday, July 14, 2018 at approximately 10:20 PM. Mercer Island Fire Marshal Herschel Rostov will be inspecting the barge prior to the show. The barge will be loaded at Yarrow Bay in Kirkland. The International Fire Code requirements have been provided to Western.

Review and Approval

Pursuant to MICC 8.35.020, a permit application for a public display of fireworks must be made to the Fire Department and after review of the application, a recommendation is made to the City Council for either approval or denial of the issuance of the permit. The Fire Chief has reviewed Western's permit applications, and finds the documentation is in order. Additionally, Western has obtained approval from Washington State Patrol/Fire Protection Bureau, State Fire Marshal's Office, Kirkland Fire Department related to the barge loading, and from the Coast Guard for a Marine Event. The Mercer Island Fire Department is in contact with Western and is satisfied that public safety regulations will be followed by the licensed technicians.

RECOMMENDATION

Fire Chief

MOVE TO: Approve the permit application from Western Display Fireworks, LDT for the *Summer Celebration!* Fireworks Display

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

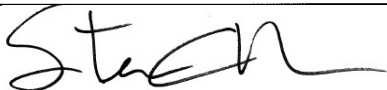
Name of Event Mercer Island Summer Celebration
Street Address Barge in Lake Washington in front Luther Burbank Park, 2040 84th Ave SE
City Mercer Island **County** King
Event Date 7/14/18 **Event Time** Approx. 10:20 AM PM
Applicant's/Sponsor's Name Mercer Island Parks & Rec. **Phone No.** 206-275-7864
Pyrotechnic Operator Rob Lee II **License No.** P-02749
Experienced Assistant's Name Jason Veentjer
General Display Company Name Western Display Fireworks Ltd **Phone No.** 503-656-1999

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction Mercer Island Fire Department
Name of Permitting Official Steve Heitman
Title Fire Chief **Phone No.** 206-275-7960
Permit Granted: Yes Yes, with Restrictions (see "Notations" below) No
Restrictions/Notations An official permit number will be issued at the time of the inspection by the Fire Marshal, Herschel Rostov. This inspection will take place the day of the event.



Signature of Permitting Official

5/22/2018

Date of Approval

See Notes Above

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION

AB 5431

Exhibit 1

Page 3

SHOW SHELL COUNT

SPONSOR Mercer Island Parks & Recreation Dept
 SHOW NAME Mercer Island Summer Celebration
 SHOW DATE Sat, July 14, 2018
 TYPE OF SITE BARGE

SHOW # 5833

SHELLS

	2.5" SHELLS		6" SHELLS
20	3" SHELLS		8" SHELLS
166	4" SHELLS		10" SHELLS
99	5" SHELLS		

CAKES, BOXES, CANDLES, SINGLE SHOT, & MODULAR ITEMS

1.75" AND SMALLER CAKES	2	2.5" BOXES
1.75" AND SMALLER ZIP / FAN CAKES	3	2.5" FANNED BOXES
2" BOXES		3" BOXES
2" FANNED BOXES	1	3" FANNED BOXES
1.5" AND SMALLER MODULAR ITEMS		
2" MODULAR ITEMS		CANDLES
2.5" MODULAR ITEMS		SINGLE SHOT

SET PIECES, CLOSE PROXIMATE

SET PIECES
 CLOSE PROXIMATE

NOTES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED 18234		INSURER A: Everest Indemnity Insurance Co.	10851
Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013		INSURER B: Everest National Insurance Company	10120
		INSURER C: Axis Surplus Ins Company	26620
		INSURER D: Alaska National Insurance Company	
		INSURER E:	
		INSURER F:	

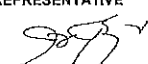
COVERAGES **CERTIFICATE NUMBER:** 1567112063 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00215-181	1/15/2018	1/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SI8CA00098-181	1/15/2018	1/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EAU784636	1/15/2018	1/15/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			SI8ML00215-181	1/15/2018	1/15/2019	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Washington USLH			17D WU08933	4/16/2017	4/16/2018	BI by Accident \$1,000,000 BI by disease policy limit \$1,000,000 BI by disease Each Employee \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Display Date: July 14, 2018
 Display Site: From a Barge in Lake Washington in front of Luther Burbank Park, 2040 84th Ave SE, Mercer Island, WA 98040
 Additional Insured:
 THE CITY OF MERCER ISLAND, ITS EMPLOYEES AND PROPERTIES
 KING COUNTY PARKS DEPARTMENT
 See Attached...

CERTIFICATE HOLDER Mercer Island Parks & Recreation Department 2040 84th Avenue SE Mercer Island WA 98040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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AGENCY CUSTOMER ID: 18234

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton-Gallagher and Associates, Inc.		NAMED INSURED Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WATERFRONT CONSTRUCTION COMPANY
MERCER ISLAND SUMMER CELEBRATION
MERCER ISLAND PARKS & RECREATION DEPARTMENT
CITY OF KIRKLAND
YARROW BAY MARINA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

THE CITY OF MERCER ISLAND, ITS EMPLOYEES AND PROPERTIES KING COUNTY PARKS
DEPARTMENT WATERFRONT CONSTRUCTION COMPANY MERCER ISLAND SUMMER CELEBRATION
MERCER ISLAND PARKS & RECREATION DEPARTMENT CITY OF KIRKLAND YARROW BAY MARINA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

Barge Worksheet

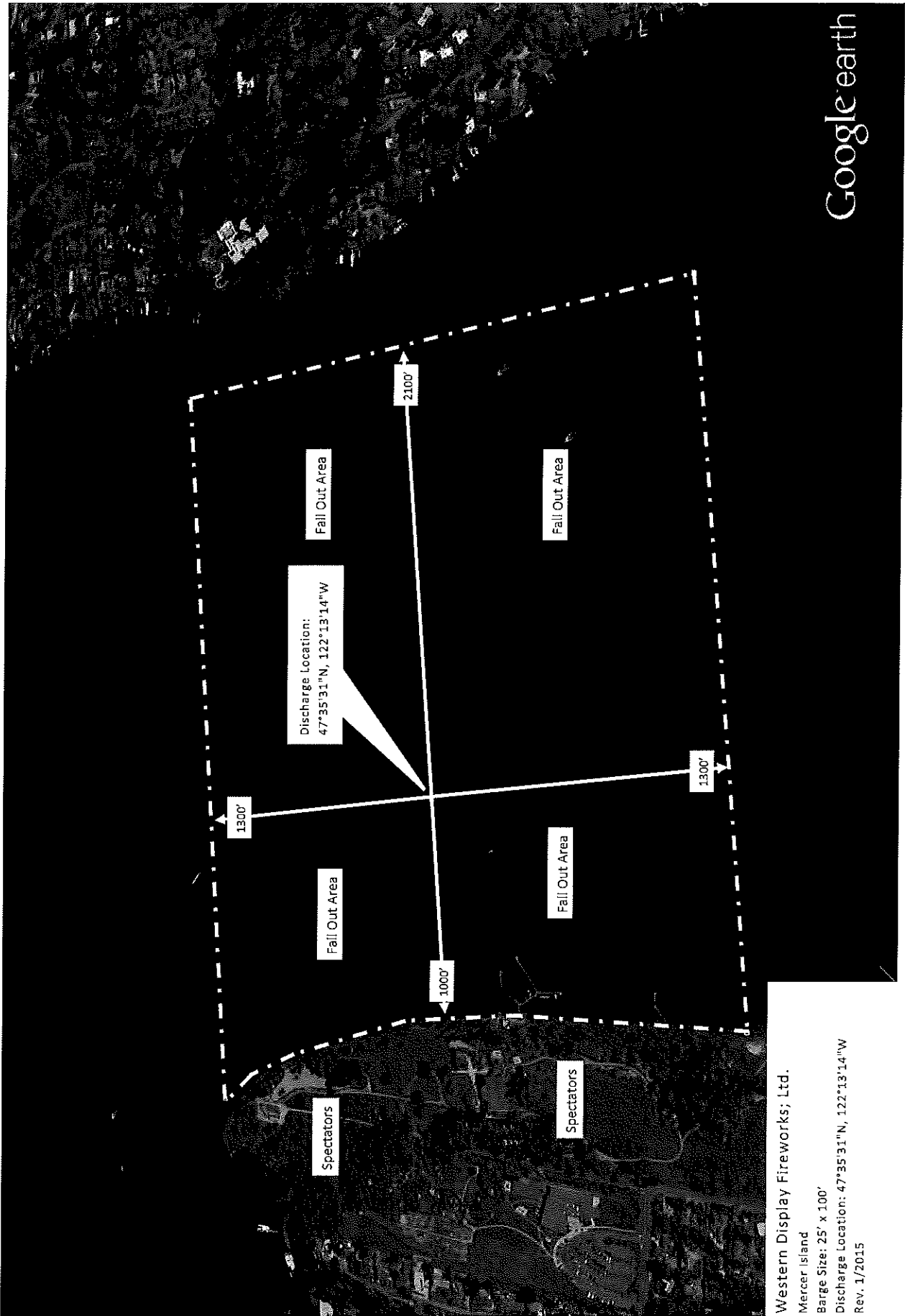
3/22/2018

Show: Mercer Island

Show Date

7/14/2018

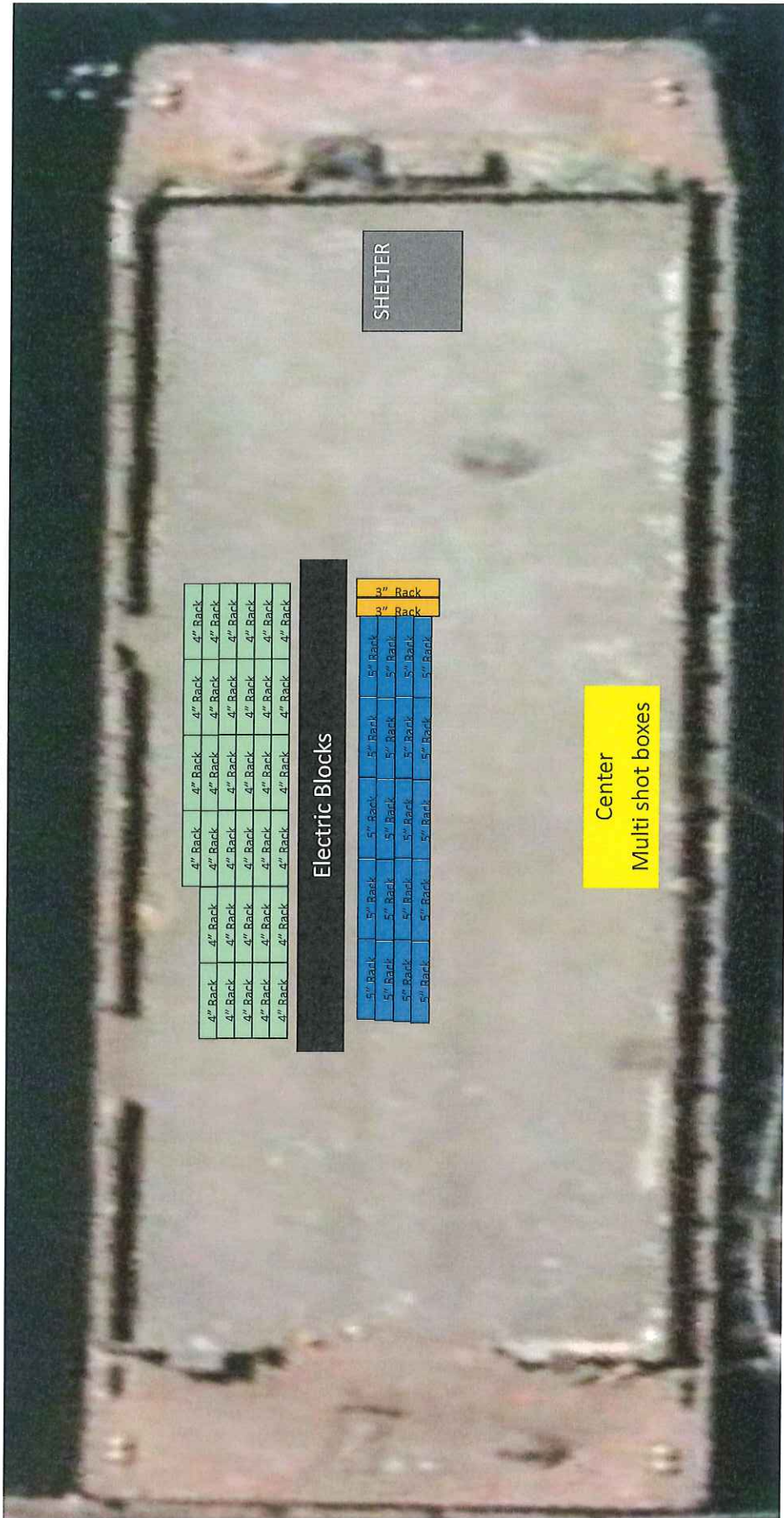
Description	Number		Factor (inch)	Square Inches
Multi Shot Cakes 1" - 1 1/2" (17 1/2 X 21)		X	735	0
Multi Shot Boxes 1" (17 1/2 X 21)	0	X	735	0
Multi Shot Boxes 1 1/2" (16 X 21)		X	672	0
Multi Shot Boxes 2" (12 X 12)	0	X	288	0
Multi Shot Boxes 2 1/2" (18 X 18)	5	X	648	3240
Multi Shot Boxes 3" (18 X 18)	1	X	648	648
	0	X		0
Candles, Each grouping of 5 (2 1/2 X 21)		X	532.5	0
			Factor (Sq Ft)	
2.5" Shells		X	2.5	0
3" Shells	20	X	3	60
4" Shells	166	X	4	664
5" Shells	99	X	5	495
6" Shells	0	X	12	0
8" Shells	0	X	16	0
10" Shells		X	20	0
12" Shells		X	24	0
16" Shells		X	32	0
Set Piece		X	0	0
Total Square Inches				3888
Total Square Feet Required Electrical				636.50
Total Square Feet Required - Hand Fired				1273.00



Western Display Fireworks, Ltd.
 Mercer Island
 Barge Size: 25' x 100'
 Discharge Location: 47°35'31"N, 122°13'14"W
 Rev. 1/2015

Mercer Island

5833



The protocol for transferring of the shells onto the barge for the Mercer Island fireworks display is as follows:

- Shells will arrive at approximately 4:00pm on 7/14/18 by CDL/Hazmat Driver Bob Freece.
- The truck will be backed as near to the gate as possible and cones will be placed on either side of the rear of the vehicle between the truck and the gate.
- The sealed boxes of fireworks will remain in the transport truck until the transfer begins.
- The site around the truck and the dock to the barge will be secured by crew members.
- Before the transfer begins, crew members will be stationed at each dock point and any other access areas to keep any unnecessary people away during the short transfer.
- When Rob Lee and the Fire Department are in agreement, the transfer can begin.
- The sealed cases of shells will be unloaded onto waiting hand trucks and carts.
- Once all the fireworks are loaded on to carts and hand trucks, crew members, as a group, will move the down the length of the dock to the awaiting barge.
- This process should take approximately 10-15 minutes at most.
- No smoking will be allowed in the area.
- Shells boxes are to remain unopened until after the barge has left the dock.
- Every effort will be made to not have any negative effect on the marina operations during the transfer.

Please let us know if you have any questions or concerns.



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

18-1184

Licensee Data

Western Display Fireworks, LTD
P.O. Box 932
Canby, OR 97013
License Number: C-01316

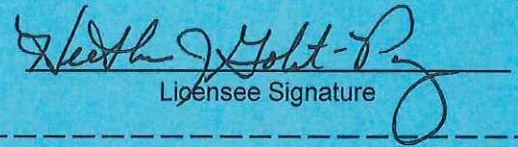
Operational Data

In State Agent: Incorp Services, Inc.
Phone Number: (503) 656-1999
Email Address: Heather Gobet <heather@westerndis

Date of Issue: January 17, 2018

Date of Expiration: January 31, 2019


State Fire Marshal


Licensee Signature



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

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Licensee Signature



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

**AB 5440
June 5, 2018
Regular Business**

CITY'S FINANCIAL CHALLENGES: CONTINUE DISCUSSION AND REVIEW FINAL CITIZEN SURVEY RESULTS	Action: Continue discussion of the City's financial challenges and receive final citizen survey results	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
---	---	--

DEPARTMENT OF	City Manager (Julie Underwood)
COUNCIL LIAISON	n/a
EXHIBITS	1. 2018 Biennium Community Survey Final Report
2018-2019 CITY COUNCIL GOAL	2. Maintain QofL/Essential Services
APPROVED BY CITY MANAGER	

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

SUMMARY

BACKGROUND

Tonight’s presentation is a continuation of the City’s financial challenges discussion – Council Goal 2 – Maintain Quality of Life and Essential Services and Infrastructure by Addressing the City’s Financial Challenges. In fact, this topic has been a regular discussion item among Council and staff since Initiative 747 became effective.

Washington voters passed Initiative 747 in 2001, limiting property tax increases to 1% per year. Over time, the 1% limit on the City’s largest revenue source (41% of total General Fund revenues) has created a structural imbalance making it very difficult to keep up with the rising costs of providing services. For example, in December 2017, inflation for the Seattle region reached 4.0%.

The Council and staff have implemented many cost control measures, fee increases, as well as experienced fortunate revenue gains to balance the budget from 2005 to 2018, including the following:

- Made \$1.0 million in expenditure cuts in 2005-2006;
- Relied on high level of development activity in 2004-2008 and 2014-2017, which generated significant construction sales tax and development fees;
- Received unexpected, very large, one-time sales tax receipts in 2004-2008;
- Relied on strong utility tax growth in 2005-2008 (electricity/gas and cellular);
- Took 1% property tax increase almost every year, plus relied on property tax from “new construction,” which averaged another 1% per year;

- Used the City’s “banked” property tax capacity in 2008, 2012, and 2015;
- Cut 15.9 positions, secured COLA concessions from bargaining units, and halted “pay for performance” during the Great Recession (2009-2012);
- Tapped the City’s “Rainy Day” fund during the Great Recession;
- Implemented an ambulance transport fee in 2011;
- Relied on strong sales tax growth in 2013-2016 (excluding construction, which is referenced above);
- Instituted a new utility tax on the City’s water, sewer, and storm water utilities in 2013-2014;
- Increased cost recovery targets for development fees in 2014 and 2016;
- Provided an early retirement incentive to firefighters in 2015, which resulted in a significant reduction in Fire Department personnel costs beginning in 2016;
- Benefitted from low inflation in 2009-2016, which kept wage growth low;
- Benefitted from Affordable Care Act’s impact on healthcare premium increases, which averaged only 3.5% in 2013-2017; and
- Used one-time surplus revenues, primarily from the high level of development activity, to balance the budget in 2013-2014, 2015-2016, and 2017-2018.

As noted with the last bullet, using one-time monies to balance the City’s budget is a fiscal stress indicator. Moreover, as was forecasted in 2016, the General Fund incurred a \$548,000 operating deficit in 2017, with one-time monies used to bridge the shortfall. In addition, a \$1.26 million operating deficit is projected in 2018, which is being bridged with the 2016 one-time surplus monies and available fund balance from combining the Criminal Justice Fund with the General Fund. And again, a \$1.80 million operating deficit is projected in 2019, increasing by \$740,000 to \$2.54 million in 2020.

Community Engagement Process

At the May 15, 2018 Council Meeting, staff reviewed the six budget balancing options that were considered by the City’s Financial Challenges Community Advisory Group (CAG) and presented their recommendation made to the City Manager (see [AB 5422](#)). Councilmembers attended many of the CAG meetings regularly, taking on the role of observer.

In addition, the City Manager and Finance Director/Assistant City Manager provided many “roadshow” presentations to the following groups:

1. Youth & Family Services Foundation Board – September 20, 2017
2. Mercer Island Chamber of Commerce – October 11, 2017
3. Board and Commission Volunteers – January 31, 2018
4. Mercer Island League of Women Voters – February 8, 2018
5. Residents – February 10, 2018 (Saturday)
6. Senior Foundation Board of Mercer Island – February 13, 2018
7. Covenant Shores Residents – February 22, 2018
8. Aljoia Residents – February 26, 2018
9. Mercer Island Preschool Association – March 13, 2018
10. Youth & Family Services Volunteers – March 28, 2018
11. Residents – March 14, 2018 (Wednesday, 1:00-3:00 pm)
12. Mercer Island Rotary Club – April 3, 2018
13. Mercer Island PTA – May 10, 2018

Likewise, all CAG meetings were open to the public and widely advertised online.

2018 Biennium Citizen Satisfaction Survey

Every two years the City administers a random scientific survey to objectively measure satisfaction with City services and to gather input about priorities for the community. This year the City retained a new survey company, ETC Institute, from Olathe, Kansas.

The goal was to obtain completed surveys from 400 residents. The goal was exceeded with a total of 711 residents completing the survey. The overall results for the sample 711 households have a precision of at least +/-3.7% at the 95% level of confidence. The survey data was weighted to correct for the age of respondents, both the weighted and unweighted data are available as separate sections in the report. Please note that the charts, graphs, and all analysis have been completed using the weighted survey data. The City's 2018 Biennium Community Survey Final Report is attached as Exhibit 1.

Council Follow-up Questions & Information Requests

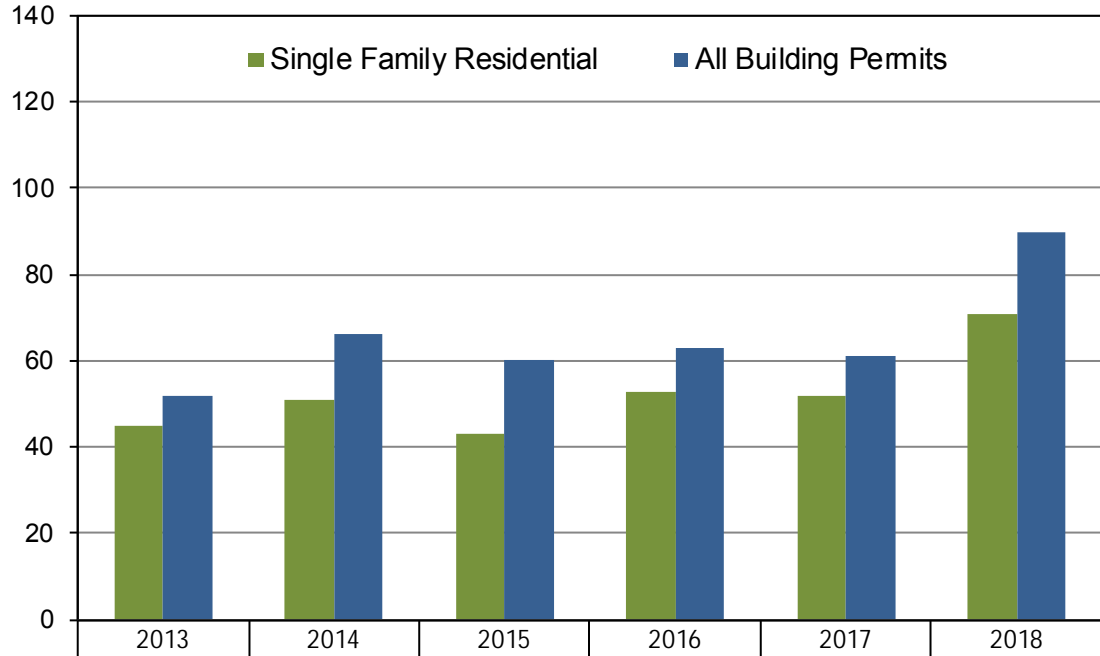
While staff will be presenting the first quarter financial report for 2018 at the Council's June 19 meeting, Deputy Mayor Nice asked if the staff would be able to provide a preview of the first quarter sales tax and development activity revenues, which are summarized below:

First Quarter 2016-2018 Sales Tax Revenue

Business Sector	Revenue (Jan-Mar)			% Change		% of Total		
	2016	2017	2018	2017	2018	2016	2017	2018
Construction	539,210	494,204	415,003	-8.3%	-16.0%	50.5%	47.2%	39.0%
Retail & Wholesale Trade	243,850	282,511	299,166	15.9%	5.9%	22.8%	27.0%	28.1%
Food Services	50,284	52,194	52,307	3.8%	0.2%	4.7%	5.0%	4.9%
Admin & Support Services	43,776	47,941	70,325	9.5%	46.7%	4.1%	4.6%	6.6%
Telecommunications	32,724	38,512	41,673	17.7%	8.2%	3.1%	3.7%	3.9%
Finance/Insurance/Real Estate	30,844	28,295	33,726	-8.3%	19.2%	2.9%	2.7%	3.2%
Prof, Scientific & Tech Services	27,631	27,748	27,345	0.4%	-1.5%	2.6%	2.6%	2.6%
All Other Sectors	99,937	76,149	125,342	-23.8%	64.6%	9.4%	7.3%	11.8%
Total	1,068,256	1,047,554	1,064,887	-1.9%	1.7%	100.0%	100.0%	100.0%

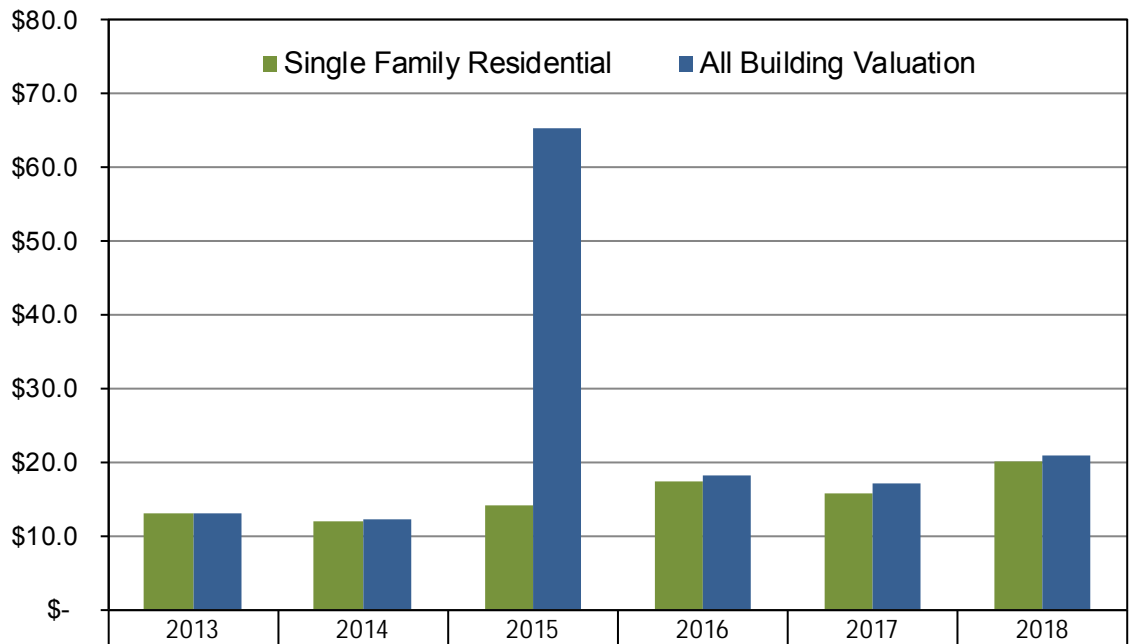
On the following page, there are several tables highlighting the first quarter activity for number of building permits, types of permits, and valuation. The Finance Director will explain these tables in more detail as part of this presentation.

Building Permits Issued: First Quarter 2013-2018



Single Family Residential	45	51	43	53	52	71
All Building Permits	52	66	60	63	61	90

Building Valuation (\$Millions): First Quarter 2013-2018



Single Family Residential	\$13.07	\$11.98	\$14.20	\$17.41	\$15.83	\$20.18
All Building Valuation	\$13.19	\$12.27	\$65.48	\$18.19	\$17.22	\$21.02

Development Activity: Q1 2018 vs. Q1 2017

Building Permit Type	% Change	
	# of Building Permits Issued	Total Building Valuation (\$)
Single family residential	36.5%	27.5%
All building permit types	47.5%	22.1%

Likewise, Deputy Mayor Nice requested a report of the first quarter revenues collected at the Thrift Store. Below is a table summarizing revenue activity from January 1 through April 30, 2018 compared to the same time in 2017.

Thrift Shop Sales Revenue: Jan-Apr 2017-2018

Jan-Apr 2017	Jan-Apr 2018	% Change
\$465,907	\$515,326	10.6%

In addition, Councilmember Wong asked about the projected earnings the staff anticipated if the Thrift Store expansion occurred. Staff is aiming to provide a forecast scenario assuming Thrift Ship expansion at the June 9 Mini-Planning Session.

Deputy Mayor Nice asked for more details regarding the proposal to increase the Business and Occupation Tax (B&O) from 0.10% to 0.15%. The City charges a B&O tax on gross revenues earned within the City limits during each tax year. Taxpayers are required to file an annual B&O tax return at the end of each calendar year. The B&O tax rates are established by Council resolution and are as follows:

Gross Receipts	Tax Rate
First \$150,000 per year	Exempt from tax
\$150,001 and greater per year	0.0010 multiplied by the gross taxable revenue with a \$20.00 minimum payment required.

The B&O regulations are detailed in MICC Chapter 4.10.

Councilmember Wong inquired about the impact this proposal would have on local businesses and requested that staff reach out to the Chamber for their feedback. Staff met with Chamber Executive Director Laurie Gavin to review the proposal and awaits the Chamber's input.

The following page includes a few different tables regarding the B&O tax. The first table provides an aggregate of total "gross receipts" by business sector. The second table breakdowns the number/percent of businesses impacted by the proposed 0.015% increase. It would affect approximately 17% of the businesses, leaving an estimated 83% unaffected. And finally, staff wanted to provide a concrete example of what kind of dollar increase this proposal would have on a business that grosses \$500,000, which would result in an increase of \$175.00 per year.

3/1/17 - 2/28/18		
Business Sector	Gross Receipts	% of Total
Construction	280,540,324	29.7%
Retail/Wholesale Trade	266,222,281	28.2%
Finance, Insurance & Real Estate	149,680,468	15.8%
Professional, Scientific & Technical Svcs	64,615,502	6.8%
Administration & Support Services	33,534,478	3.5%
Food Services	25,920,861	2.7%
All Other Sectors	124,381,491	13.2%
Total	944,895,405	100.0%

Gross Receipts Range	# of Businesses	% of Total
\$0 - \$150,000	3,375	82.9%
\$150,001 - \$500,000	387	9.5%
\$500,001 - \$1,000,000	142	3.5%
\$1,000,001 - \$5,000,000	143	3.5%
\$5,000,001+	24	0.6%
Total	4,071	100.0%

Example: \$500,000 gross receipts

	.001 Tax Rate	.0015 Tax Rate
Gross receipts	\$500,000	\$500,000
Annual exemption	(150,000)	(150,000)
Subject to B&O tax	350,000	350,000
B&O tax rate	0.001	0.0015
Annual B&O tax	\$350	\$525

Councilmember Acker requested that staff provide an overview of what they heard when presenting the City's "roadshow" presentations to the community. Comments that staff heard expressed included:

- Concerns about increasing property taxes and how this may impact those on fixed incomes.
- Counterintuitive to see property values increase at an average of 10% per year over the last few years and the City facing a revenue shortfall.
- Surprise that the City, and not the School District, funded school-based mental health counselors.

- If service level reductions/eliminations are recommended, many advised the City to clearly identify the specific services targeted for cuts.

Councilmember Weiker asked that staff provide more information regarding the CAG's subgroup's recommendation to implement an immediate 5% "cost containment," also referred to as a "5% reduction." The subgroup references the 2005-2006 budget in which over \$1.0 million in expenditure reductions were made to balance the budget. The subgroup did not go into detail regarding services that would be reduced or eliminated; however, they suggested that the City create formal committees to study long-term projects that could generate large revenue recapture, including: reduction of under-utilized Marine Patrol vehicles, study/negotiation with King County Library System (KCLS) to capture the annual \$5 million in fees paid to KCLS to support the MI Library [KCLS is a special taxing district funded directly through property taxes], and enlist the help of an economic development expert to provide guidance on increasing revenues.

Deputy Mayor Nice suggested, and Council agreed, to having a third-party consultant review the City's methodology and assumptions built into the projections and forecasts. The City Manager has retained Management Partners who will deliver its findings at the July 10 Council meeting. Management Partners is a professional management consulting firm specializing in helping government leaders improve their operations and increase organizational effectiveness. The contract amount will not exceed \$15,000 and would be funded through 2018 miscellaneous professional services. The Council may want to assign the Mayor and Deputy to assist in the direct review of this project, as well as have Management Partners interview Councilmembers to ensure concerns are addressed during the review.

Council requested a review of the City's reserves and fund balances, which the Finance Director will review as part of the 2017 Year-End Financial Report presentation (AB 5439).

NEXT STEPS

The tentative schedule for the Council's review and decision-making process is as follows:

June 9 – Council Mini-Planning Session

Provide staff with direction on key budget assumptions and other identified needs for the 2019-2020 Biennium Budget.

June 19 – Council Regular Meeting

Review City Manager's recommendation (possible 1st reading) and 2018 First Quarter Financial Report and conduct tentative Public Hearing.

June 26 – Council Regular Meeting

Continue discussion (possible 2nd reading).

July 10 – Council Regular Meeting

Review findings of third-party review of assumptions and methodology for projections and forecasts and continue discussion (possible 3rd reading).

July 17 – Council Regular Meeting

Continue discussion (possible 4th reading).

The City is committed to providing services that the community needs and expects; however, providing those services is becoming increasingly challenging when rising costs are outpacing revenues. Regardless, this fall the City Manager will present a balanced budget that aligns with the priorities of the community and Council.

RECOMMENDATION

City Manager

Receive citizen survey final report, discuss the City's financial challenges, and provide staff with additional information requests, if needed.

City of Mercer Island Community Survey

Findings Report

...helping organizations make better decisions since 1982

2018

Submitted to the City of Mercer Island, Washington

By:

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

May 2018





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2018 City of Mercer Island Community Survey Executive Summary

Purpose and Methodology

ETC Institute administered a survey to residents of the City of Mercer Island during the spring of 2018. The purpose of the survey was to hear directly from residents about their satisfaction with City services, so the City can make the best decisions going forward. The survey will help the City assess how well they are meeting Islanders' needs and will influence financial choices and service adjustments.

The five-page survey, cover letter and postage paid return envelope were mailed to a random sample of households in the City of Mercer Island. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online. At the end of the online survey, residents were asked to enter their home address, this was done to ensure that only responses from residents who were part of the random sample were included in the final survey database.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the on-line version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of Mercer Island from participating, everyone who completed the survey on-line was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered on-line with the addresses that were originally selected for the random sample. If the address from a survey completed on-line did not match one of the addresses selected for the sample, the on-line survey was not counted.

The goal was to obtain completed surveys from at least 400 residents. The goal was exceeded with a total of 711 residents completing the survey. The overall results for the sample of 711 households have a precision of at least +/-3.7% at the 95% level of confidence. The survey data was weighted to correct for the age of respondents, both the weighted and unweighted data are available as separate sections in this report. The charts, graphs, and all analysis have been completed using the weighted survey data.

The percentage of "don't know" responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Mercer Island with the results from other communities in ETC Institute's *DirectionFinder*® database. Since the number of "don't know" responses often reflects the utilization and awareness of city services, the percentage of "don't know" responses have been provided in the tabular data section of this report. When the "don't know" responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase "*who had an opinion.*"

This report contains:

- An executive summary of the methodology for administering the survey and major findings,
- charts showing the overall results for most questions on the survey,
- benchmarking data that shows how the results for Mercer Island compare to other communities,
- importance-satisfaction analysis; this analysis was done to determine priority actions for the City to address based upon the survey results ,
- tables that show the weighted results of the random sample for each question on the survey,
- tables that show the unweighted results of the random sample for each question on the survey,
- a copy of the survey instrument.

Overall Perceptions of the City

Ninety-five percent (95%) of the residents surveyed, *who had an opinion*, indicated they were “very satisfied” or “satisfied” with Mercer Island as a place to live, this figure is 25% higher than the national average. Ninety-four percent (94%) of those surveyed, *who had an opinion*, indicated they were “very satisfied” or “satisfied” with the overall feeling of safety in the city, this figure is also 25% higher than the national average.

Overall Satisfaction with City Services

The major categories of City services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: fire and emergency medical services (93%), police services (84%), emergency preparedness services (80%), and recreation programs and special events (76%). For 12 of the 14 major categories of City services that were rated, 55% or more of residents *who had an opinion* were “very satisfied” or “satisfied”, City leaders have done a great job of ensuring overall satisfaction among residents is very high. Forty-six percent (46%) of respondents indicated they would like the City to emphasize efforts to regulate development on the Island over the next two years.

Satisfaction with Specific City Services

- **Public Safety.** The highest levels of satisfaction with public safety services services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: how quickly fire and rescue personnel respond to emergencies (92% - 8% above the national average), the visibility of police in the community (85% - 26% above the national average), and how quickly police respond to emergencies (84% - 19% above the national average). Respondents were least satisfied with the quality of animal control on the Island (53%). Fifty-three percent (53%) of respondents indicated they would like the City to emphasize efforts to prevent crime over the next two years.

- **City Communication.** The highest levels of satisfaction with City Communication, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of information about City programs and services (68% - 22% higher than the national average) and efforts to keep you informed about local issues (58% - 12% higher than the national average). Forty-five percent (45%) of respondents would like the City to emphasize efforts to keep residents informed and 43% of respondents would like the City to emphasize the level of public involvement in local decision making over the next two years.
- **Streets and Infrastructure.** The highest levels of satisfaction with streets and infrastructure, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: cleanliness of city streets and public areas (84% - 22% higher than the national average), the maintenance of trees in public areas (76%), and the maintenance of city streets (74% - 24% higher than the national average). Respondents indicated they would most like the City to emphasize the maintenance of city streets and the adequacy of city street lighting over the next two years.
- **Parks and Recreation.** The highest levels of satisfaction with parks and recreation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of City parks (95% - 27% above the national average), the availability of trails and open spaces (91% - 28% above the national average), and condition of City parks (90% - 20% above the national average). Respondents would most like to see the City emphasize the condition of parks over the next two years.
- **Utility Services.** The highest levels of satisfaction with City utility services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: residential curbside trash services (85% - 12% above the national average) and residential curbside recycling services (82% - 13% above the national average). Respondents would most like the City to emphasize water services over the next two years.
- **Code Enforcement.** The highest levels of satisfaction with City code enforcement, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: enforcing the exterior maintenance of commercial property (51%) and enforcing the exterior maintenance of residential property (43%). Both ratings are aligned with the national average. Forty-one percent (41%) of respondents indicated they would like the City to emphasize the enforcement of construction codes and permit requirements and the clean-up of junk and debris on private property.
- **Transportation Services.** The highest levels of satisfaction with transportation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of safe walking facilities on Mercer Island (63%) and the ease of travel between Mercer Island and Bellevue/Eastside (56%). Respondents would most like the City to emphasize the availability of commuter parking in Town Center over the next two years.

Taxes

Respondents were informed the City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. Knowing this, respondents were asked to indicate the maximum increase in property taxes they would be willing to pay if the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels. Forty-five percent (45%) of respondents indicated they would be in favor of either a \$21 increase per month (24%) or a \$28 increase per month (21%), 43% indicated they do not want to increase taxes, and 11% gave a “don’t know” response. Of those respondents who indicated they would be willing to pay either \$21 or \$28 extra per month 77% would be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the City’s Thrift Store. Respondents were informed that improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund the services from the city’s general fund budget in the future.

Additional Findings

- Eighty-eight percent (88%) of respondents, *who had an opinion*, were satisfied with King County Library Services.
- Eighty-one percent (81%) of respondents, *who had an opinion*, were satisfied with shopping at the city’s Thrift Store.
- Forty-eight percent (48%) of respondents indicated they get news and information about City programs, services, and events from the Mercer Island Reporter, 46% use social media, 38% use Mercer Island Weekly, and 35% use the City website.
- Seventy-six percent (76%) of respondents indicated they think Mercer Island is moving in the right direction.
- Sixty-three percent (63%) of respondents gave an “excellent” (19%) or “good” (44%) rating when asked to rate the job Mercer Island city government does overall. Twenty-five percent (25%) gave a “fair” rating and only 12% gave a “poor” rating.
- Forty-nine percent (49%) of respondents gave an “excellent” (15%) or “good” (34%) rating when asked to rate the job the City of Mercer Island is doing using tax dollars responsibly. Twenty-eight percent (28%) gave a “fair” rating and 23% gave a “poor” rating.
- Most respondents (65%) think the City of Mercer Island is providing about the right amount of services, 10% think they are providing too many services, 6% think they are providing too few services, and 18% of respondents gave a “don’t know” response.

How the City of Mercer Island Compares to Other Communities Nationally

Satisfaction ratings for The City of Mercer Island rated **the same as or above the U.S. average in 37 of the 43 areas** that were assessed. The City of Mercer Island rated significantly higher than the U.S. average (difference of 5% or more) in 33 of these areas. Listed below are the comparisons between the City of Mercer Island and the U.S. average:

Service	Mercer Island	U.S.	Difference	Category
Maintenance of City streets & rights-of-way	75%	41%	34%	Major Categories
Overall quality of services provided by the City of Mercer Island	79%	49%	30%	Perceptions
Availability of trails & open spaces	91%	63%	28%	Parks and Recreation
Availability of City parks	95%	68%	27%	Parks and Recreation
City's overall efforts to prevent crime	83%	56%	27%	Public Safety
Visibility of police in the community	85%	59%	26%	Public Safety
Condition of trails & open spaces	85%	59%	26%	Parks and Recreation
Mercer Island as a place to raise children	94%	68%	26%	Perceptions
Overall feeling of safety in the city	94%	69%	25%	Perceptions
Mercer Island as a place to live	95%	70%	25%	Perceptions
Maintenance of City streets	74%	50%	24%	Streets and Infrastructure
Customer service you receive from City employees	70%	47%	23%	Major Categories
Cleanliness of City streets & public areas	84%	62%	22%	Streets and Infrastructure
Availability of information about City programs & services	68%	46%	22%	Communication
Condition of City parks	90%	70%	20%	Parks and Recreation
Condition of City's outdoor athletic fields	85%	65%	20%	Parks and Recreation
How quickly police respond to emergencies	84%	65%	19%	Public Safety
Overall quality of life in the city	92%	73%	19%	Perceptions
Condition of sidewalks in City	65%	47%	18%	Streets and Infrastructure
Mowing & trimming along City streets & other public areas	71%	54%	17%	Streets and Infrastructure
Maintenance of streets in your neighborhood	64%	48%	16%	Streets and Infrastructure
Emergency preparedness services	80%	65%	15%	Major Categories
City communications	61%	47%	14%	Major Categories
Police services	84%	70%	14%	Major Categories
Residential curbside recycling services	82%	69%	13%	Utility Services
Water, sewer, & stormwater utility services	69%	56%	13%	Major Categories
City efforts to keep you informed about local issues	58%	46%	12%	Communication
Residential curbside trash services	85%	73%	12%	Utility Services
Fire & emergency medical services	93%	83%	10%	Major Categories
Condition of picnic shelters, playgrounds, restrooms in City parks	72%	64%	8%	Parks and Recreation
How quickly fire & rescue personnel respond to emergencies	92%	84%	8%	Public Safety
Enforcement of local traffic laws	72%	64%	8%	Public Safety
Condition of bicycle infrastructure in City	42%	37%	5%	Streets and Infrastructure
Level of public involvement in local decision making	37%	33%	4%	Communication
Enforcement of City codes & ordinances	56%	52%	4%	Major Categories
Mercer Island as a place to retire	58%	58%	0%	Perceptions
Enforcing exterior maintenance of residential property	43%	43%	0%	Code Enforcement
Timeliness of information provided by City	49%	50%	-1%	Communication
Enforcing exterior maintenance of commercial property	51%	52%	-1%	Code Enforcement
Adequacy of City street lighting	54%	56%	-2%	Streets and Infrastructure
Enforcing clean-up of junk & debris on private property	39%	41%	-3%	Code Enforcement
Quality of animal control	53%	58%	-5%	Public Safety
Ease of using City's website	50%	62%	-12%	Communication

How the City of Mercer Island Compares to Other Communities Regionally

Satisfaction ratings for The City of Mercer Island **rated the same or above the Northwest regional average in 38 of the 43 areas** that were assessed. The City of Mercer Island rated significantly higher than this average (difference of 5% or more) in 34 of these areas. Listed below are the comparisons between The City of Mercer Island and the Northwest regional average:

Service	Mercer Island	Northwest (WA, OR)	Difference	Category
Maintenance of City streets & rights-of-way	75%	31%	44%	Major Categories
Overall quality of services provided by the City of Mercer Island	79%	43%	36%	Perceptions
Mercer Island as a place to raise children	94%	61%	33%	Perceptions
City's overall efforts to prevent crime	83%	51%	32%	Public Safety
Mercer Island as a place to live	95%	66%	29%	Perceptions
Availability of trails & open spaces	91%	62%	29%	Parks and Recreation
Cleanliness of City streets & public areas	84%	59%	25%	Streets and Infrastructure
Overall feeling of safety in the city	94%	70%	24%	Perceptions
Availability of City parks	95%	71%	24%	Parks and Recreation
Customer service you receive from City employees	70%	47%	23%	Major Categories
Condition of trails & open spaces	85%	62%	23%	Parks and Recreation
Emergency preparedness services	80%	57%	23%	Major Categories
Availability of information about City programs & services	68%	45%	23%	Communication
Condition of City's outdoor athletic fields	85%	64%	21%	Parks and Recreation
Maintenance of City streets	74%	54%	20%	Streets and Infrastructure
Condition of City parks	90%	70%	20%	Parks and Recreation
Visibility of police in the community	85%	66%	19%	Public Safety
How quickly police respond to emergencies	84%	65%	19%	Public Safety
City communications	61%	42%	19%	Major Categories
Mowing & trimming along City streets & other public areas	71%	52%	19%	Streets and Infrastructure
City efforts to keep you informed about local issues	58%	42%	16%	Communication
Maintenance of streets in your neighborhood	64%	48%	16%	Streets and Infrastructure
Enforcement of local traffic laws	72%	57%	15%	Public Safety
Police services	84%	70%	14%	Major Categories
Water, sewer, & stormwater utility services	69%	55%	14%	Major Categories
Condition of picnic shelters, playgrounds, restrooms in City parks	72%	60%	12%	Parks and Recreation
Overall quality of life in the city	92%	80%	12%	Perceptions
Residential curbside trash services	85%	73%	12%	Utility Services
Condition of sidewalks in City	65%	53%	12%	Streets and Infrastructure
Residential curbside recycling services	82%	71%	11%	Utility Services
Fire & emergency medical services	93%	83%	10%	Major Categories
Condition of bicycle infrastructure in City	42%	35%	7%	Streets and Infrastructure
How quickly fire & rescue personnel respond to emergencies	92%	85%	7%	Public Safety
Level of public involvement in local decision making	37%	32%	5%	Communication
Mercer Island as a place to retire	58%	55%	3%	Perceptions
Enforcing clean-up of junk & debris on private property	39%	36%	3%	Code Enforcement
Timeliness of information provided by City	49%	47%	2%	Communication
Enforcement of City codes & ordinances	56%	55%	1%	Major Categories
Adequacy of City street lighting	54%	59%	-5%	Streets and Infrastructure
Quality of animal control	53%	61%	-8%	Public Safety
Ease of using City's website	50%	59%	-9%	Communication
Enforcing exterior maintenance of residential property	43%	53%	-10%	Code Enforcement
Enforcing exterior maintenance of commercial property	51%	62%	-11%	Code Enforcement

How the City of Mercer Island Compares to Similarly Sized Communities

Satisfaction ratings for The City of Mercer Island **rated the same or above the average for communities with 30,000 or fewer residents in 39 of the 43 areas** that were assessed. The City of Mercer Island rated significantly higher than this average (difference of 5% or more) in 36 of these areas. Listed below are the comparisons between The City of Mercer Island and the average for communities with 30,000 or fewer residents:

Service	Mercer Island	Under 30k	Difference	Category
Maintenance of City streets & rights-of-way	75%	41%	34%	Parks and Recreation
Availability of trails & open spaces	91%	58%	33%	Major Categories
Overall quality of services provided by the City of Mercer Island	79%	47%	32%	Parks and Recreation
Mercer Island as a place to live	95%	64%	31%	Perceptions
Condition of trails & open spaces	85%	56%	29%	Perceptions
Mercer Island as a place to raise children	94%	65%	29%	Parks and Recreation
Visibility of police in the community	85%	57%	28%	Perceptions
Availability of City parks	95%	68%	27%	Public Safety
City's overall efforts to prevent crime	83%	57%	26%	Public Safety
Overall feeling of safety in the city	94%	69%	25%	Perceptions
Customer service you receive from City employees	70%	47%	23%	Major Categories
Maintenance of City streets	74%	51%	23%	Streets and Infrastructure
Cleanliness of City streets & public areas	84%	61%	23%	Streets and Infrastructure
Condition of City's outdoor athletic fields	85%	62%	23%	Parks and Recreation
How quickly police respond to emergencies	84%	62%	22%	Public Safety
Overall quality of life in the city	92%	70%	22%	Perceptions
Condition of City parks	90%	68%	22%	Parks and Recreation
Condition of sidewalks in City	65%	43%	22%	Streets and Infrastructure
Availability of information about City programs & services	68%	47%	21%	Communication
Emergency preparedness services	80%	62%	18%	Major Categories
Mowing & trimming along City streets & other public areas	71%	53%	18%	Streets and Infrastructure
Water, sewer, & stormwater utility services	69%	53%	16%	Major Categories
Residential curbside recycling services	82%	67%	15%	Utility Services
Maintenance of streets in your neighborhood	64%	49%	15%	Streets and Infrastructure
Police services	84%	70%	14%	Major Categories
City communications	61%	47%	14%	Major Categories
Residential curbside trash services	85%	71%	14%	Utility Services
Fire & emergency medical services	93%	80%	13%	Major Categories
City efforts to keep you informed about local issues	58%	46%	12%	Communication
How quickly fire & rescue personnel respond to emergencies	92%	82%	10%	Public Safety
Condition of picnic shelters, playgrounds, restrooms in City parks	72%	63%	9%	Parks and Recreation
Condition of bicycle infrastructure in City	42%	34%	8%	Streets and Infrastructure
Enforcing exterior maintenance of residential property	43%	36%	7%	Code Enforcement
Enforcing exterior maintenance of commercial property	51%	45%	6%	Code Enforcement
Enforcement of City codes & ordinances	56%	51%	5%	Major Categories
Enforcement of local traffic laws	72%	67%	5%	Public Safety
Level of public involvement in local decision making	37%	34%	3%	Communication
Enforcing clean-up of junk & debris on private property	39%	36%	3%	Code Enforcement
Mercer Island as a place to retire	58%	56%	2%	Perceptions
Adequacy of City street lighting	54%	55%	-1%	Streets and Infrastructure
Timeliness of information provided by City	49%	50%	-1%	Communication
Quality of animal control	53%	55%	-2%	Public Safety
Ease of using City's website	50%	60%	-10%	Communication

Investment Priorities

Recommended Priorities for the Next Two Years. In order to help the City identify investment priorities for the next two years, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance residents placed on each City service and the level of satisfaction with each service. By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with City services over the next two years. If the City wants to improve its overall satisfaction rating, the City should prioritize investments in services with the highest Importance Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in Section 3 of this report.

Overall Priorities for the City by Major Category. This analysis reviewed the importance of and satisfaction with major categories of City services. This analysis was conducted to help set the overall priorities for the City. Based on the results of this analysis, the major services that are recommended as the top priorities for investment over the next two years in order to raise the City’s overall satisfaction rating are listed below:

- Efforts by City to regulate development on the Island (IS Rating=0.2930)

The table below shows the importance-satisfaction rating for all 14 major categories of City services that were rated.

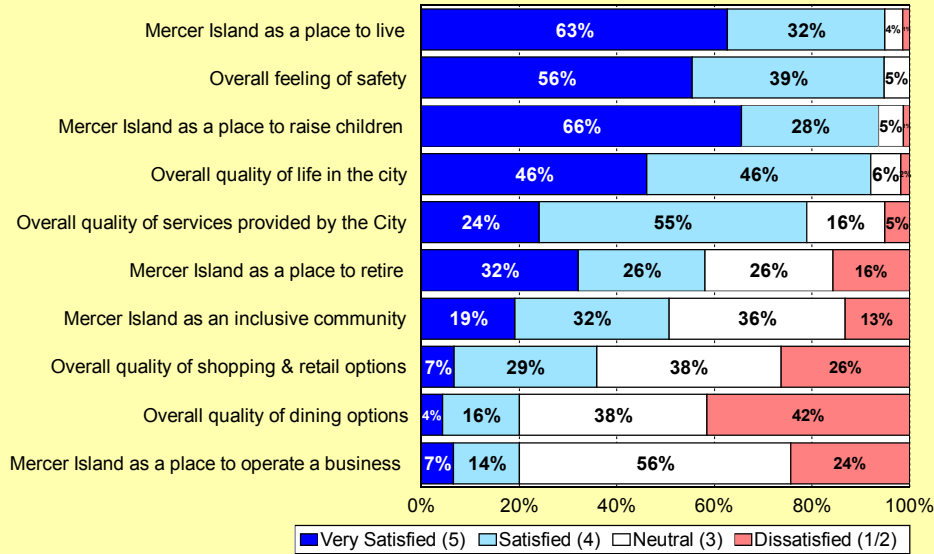
2018 Importance-Satisfaction Rating City of Mercer Island Major Categories of City Services						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Efforts by City to regulate development on the Island	46%	1	36%	14	0.2930	1
High Priority (IS .10-.20)						
NONE						
Medium Priority (IS <.10)						
Maintenance of City streets & rights-of-way	29%	2	75%	6	0.0730	2
Efforts to sustain environmental quality	22%	4	67%	10	0.0714	3
Permitting & inspection services	12%	10	41%	13	0.0684	4
Water, sewer, & stormwater utility services	18%	7	69%	9	0.0565	5
Enforcement of City codes & ordinances	10%	11	56%	12	0.0452	6
Youth & family services	16%	8	72%	7	0.0452	7
Emergency preparedness services	19%	6	80%	4	0.0376	8
City communications	9%	13	61%	11	0.0349	9
Police services	20%	5	84%	3	0.0310	10
City parks, trails, & open space	26%	3	89%	2	0.0290	11
Recreation programs & special events	10%	12	76%	5	0.0238	12
Customer service you receive from City employees	4%	14	70%	8	0.0110	13
Fire & emergency medical services	12%	9	93%	1	0.0082	14

Section 1

Charts and Graphs

Q1. Satisfaction with Items That Influence Perceptions of the City

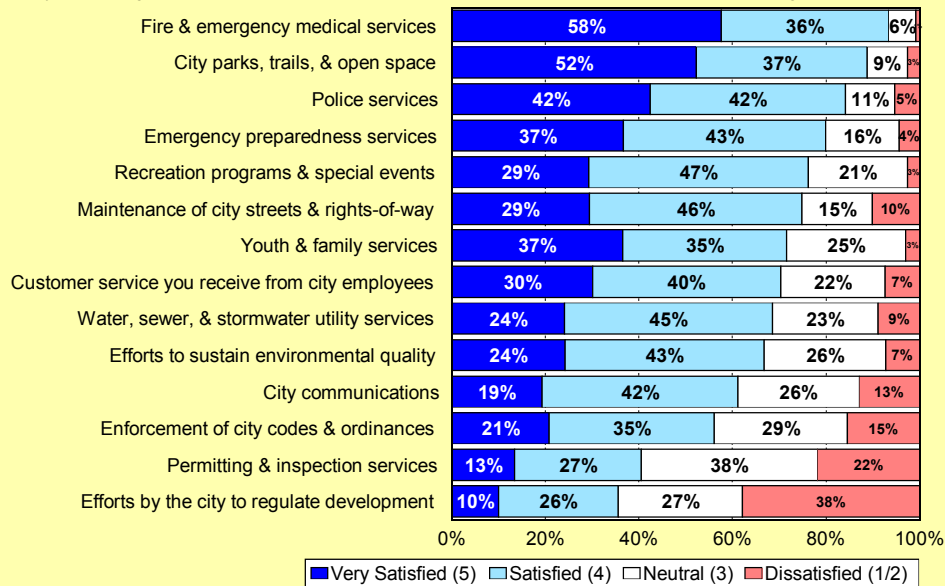
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q2. Overall Satisfaction with City Services by Major Category

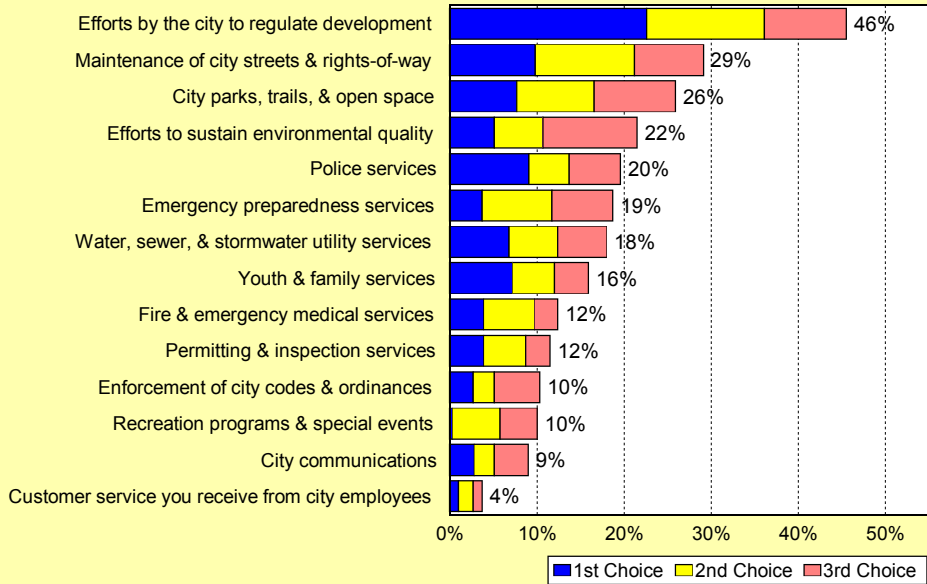
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q2a. City Services That Should Receive the Most Emphasis Over the Next Two Years

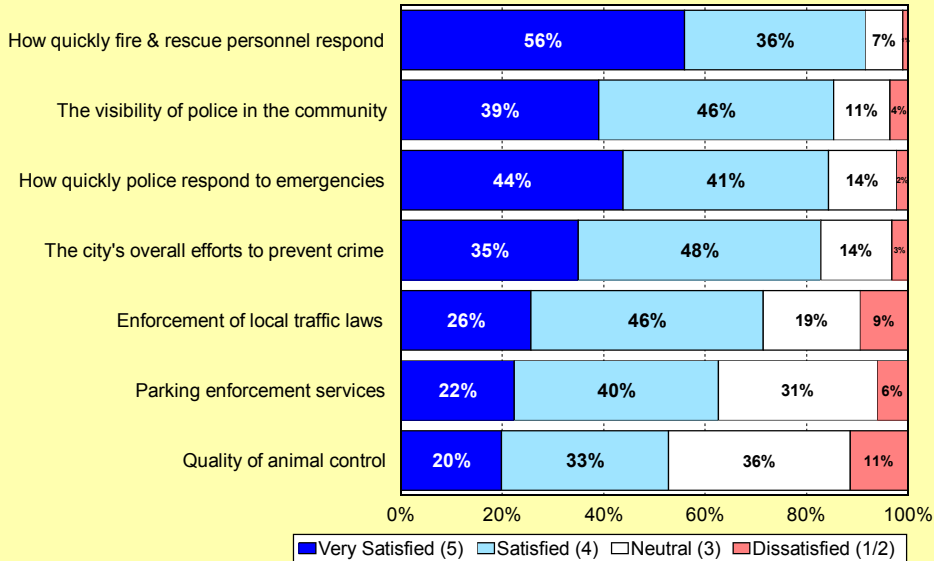
by percentage of respondents who selected the item as one of their top three choices



Source: ETC Institute (2018)

Q3. Satisfaction with Various Aspects of Public Safety

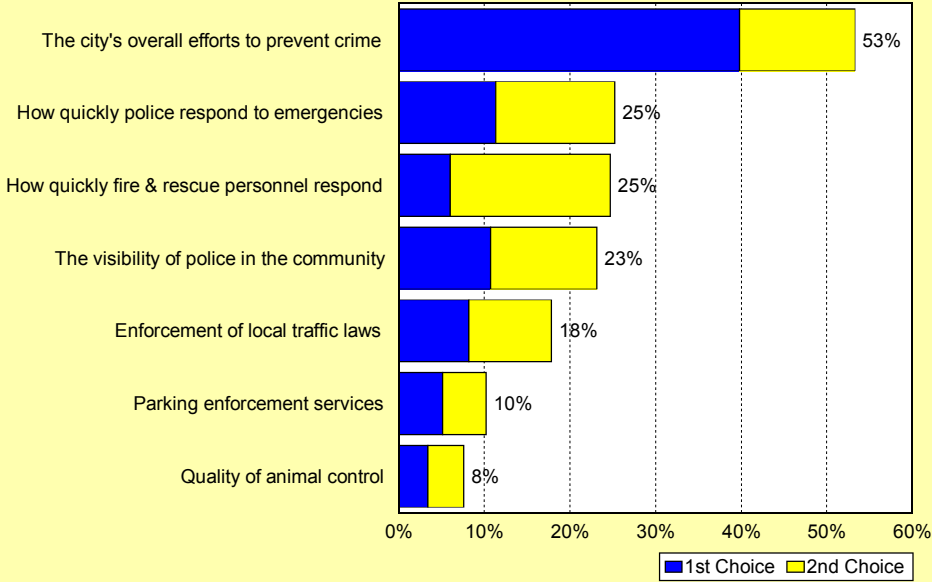
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q3a. Public Safety Services That Should Receive the Most Emphasis Over the Next Two Years

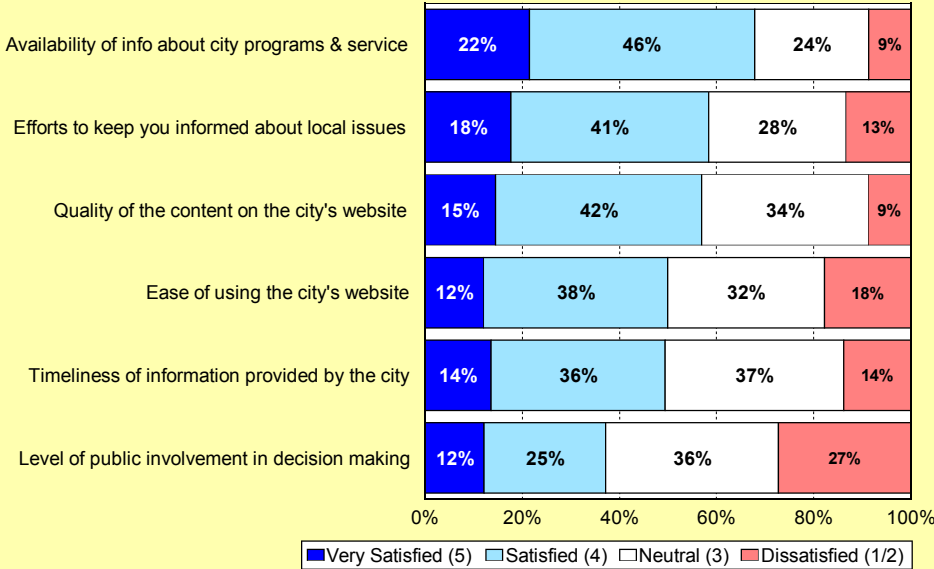
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q4. Satisfaction with Various Aspects of Communication

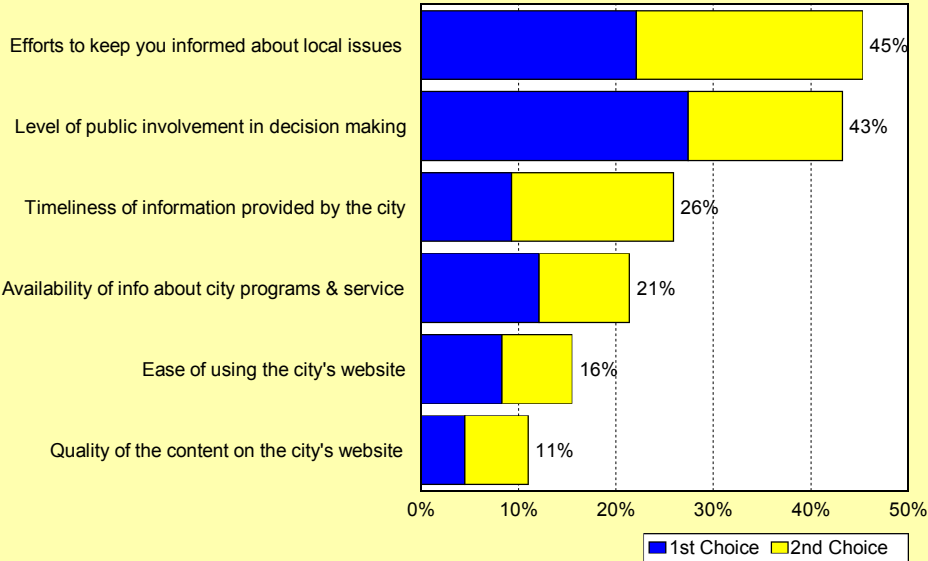
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q4a. Communication Items That Should Receive the Most Emphasis Over the Next Two Years

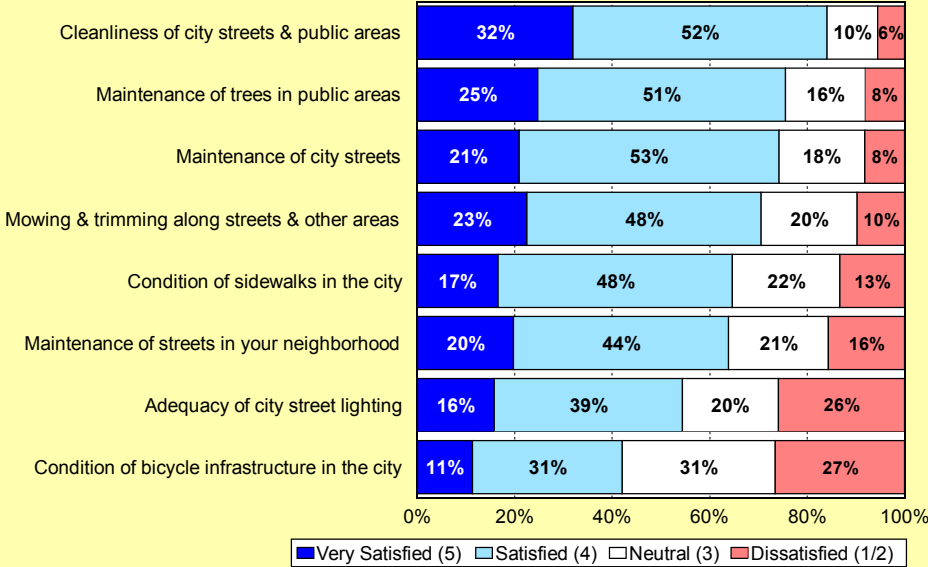
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q5. Satisfaction with Various Aspects of Streets and Infrastructure

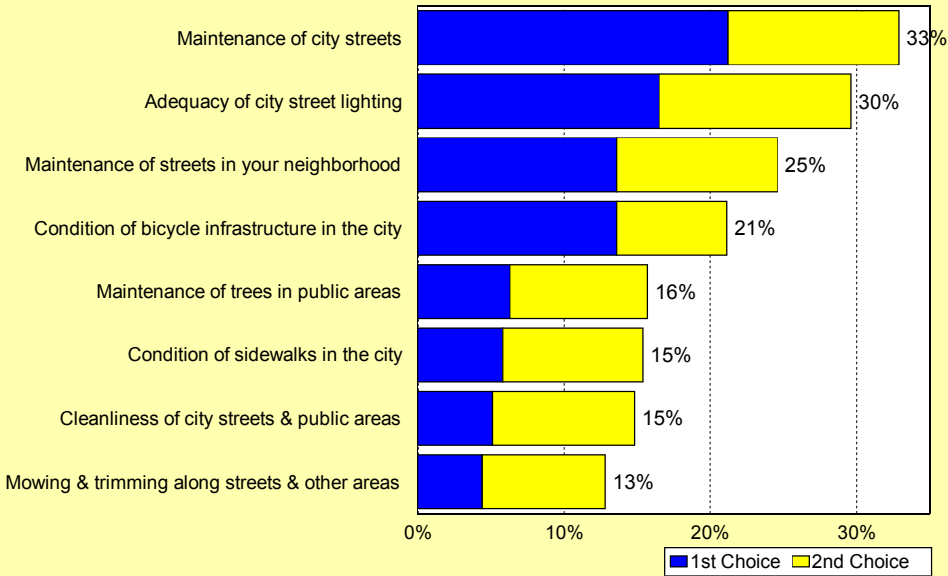
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q5a. Street and Infrastructure Services That Should Receive the Most Emphasis Over the Next Two Years

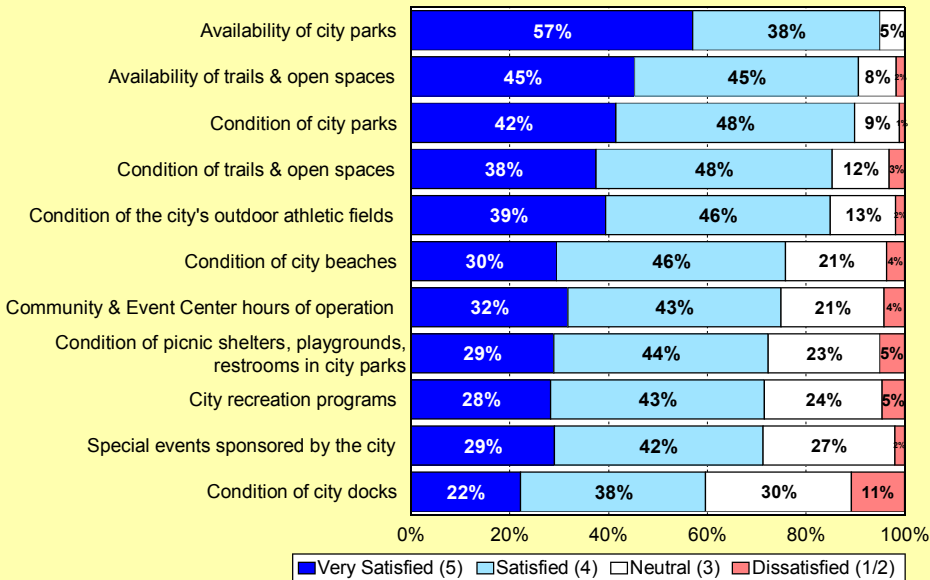
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q6. Satisfaction with Various Aspects of Parks and Recreation Services

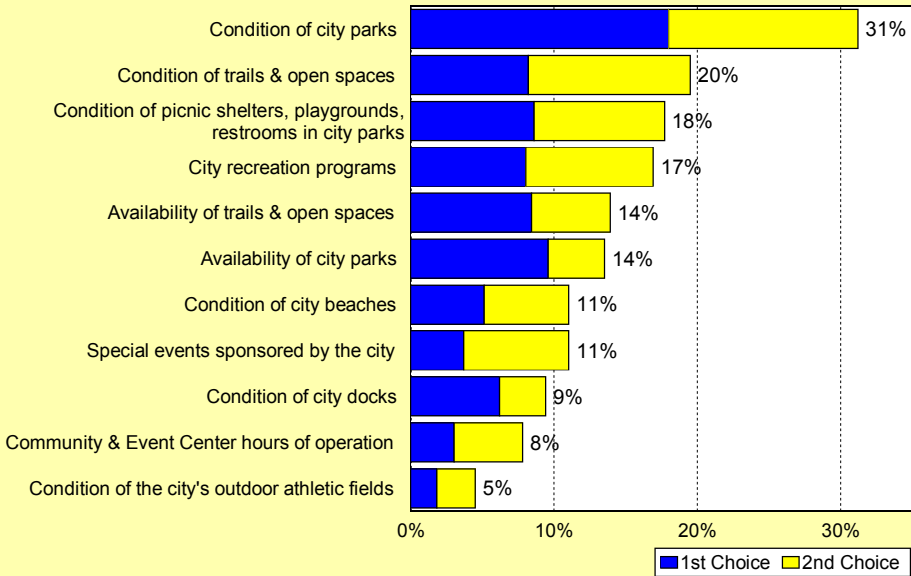
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q6a. Parks and Recreation Services That Should Receive the Most Emphasis Over the Next Two Years

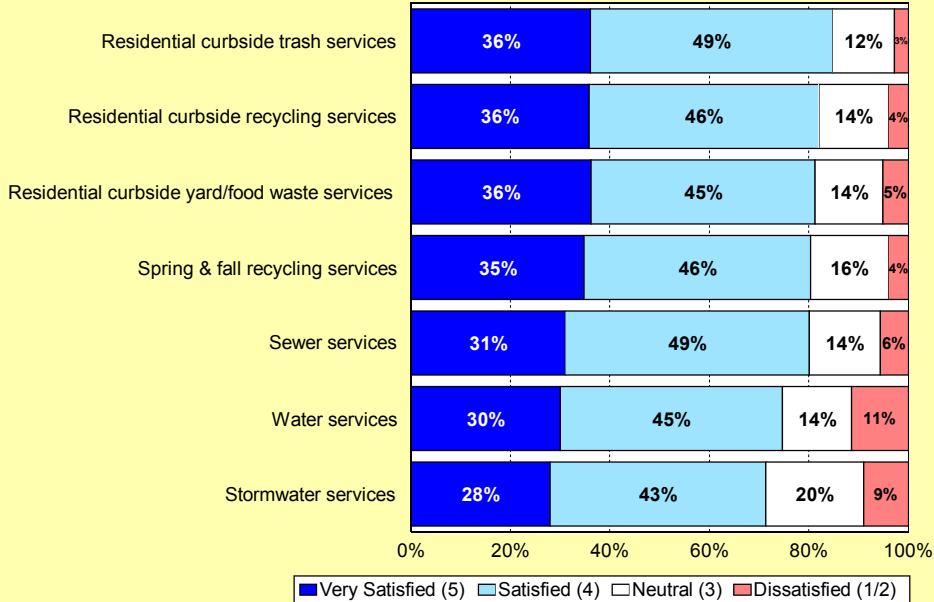
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q7. Satisfaction with Various Aspects of Utility Services

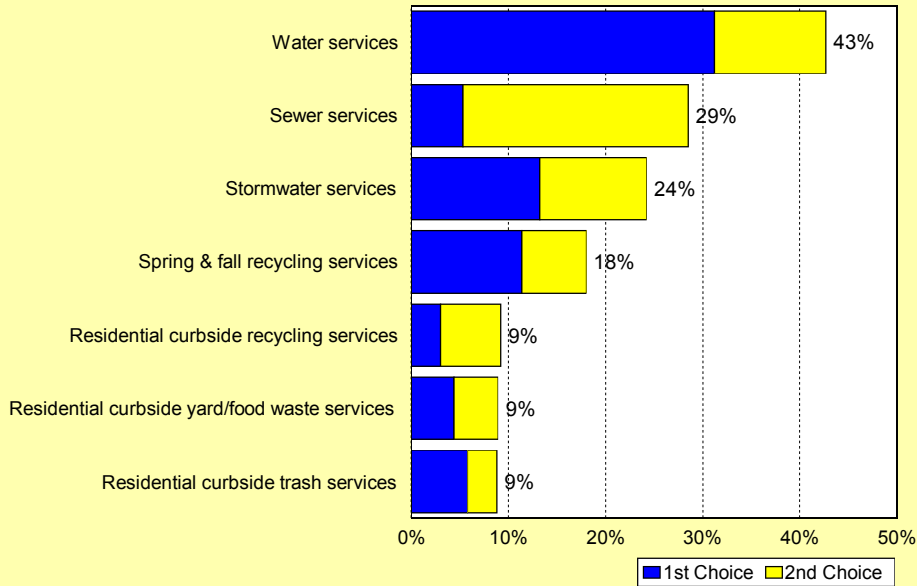
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q7a. Utility Services That Should Receive the Most Emphasis Over the Next Two Years

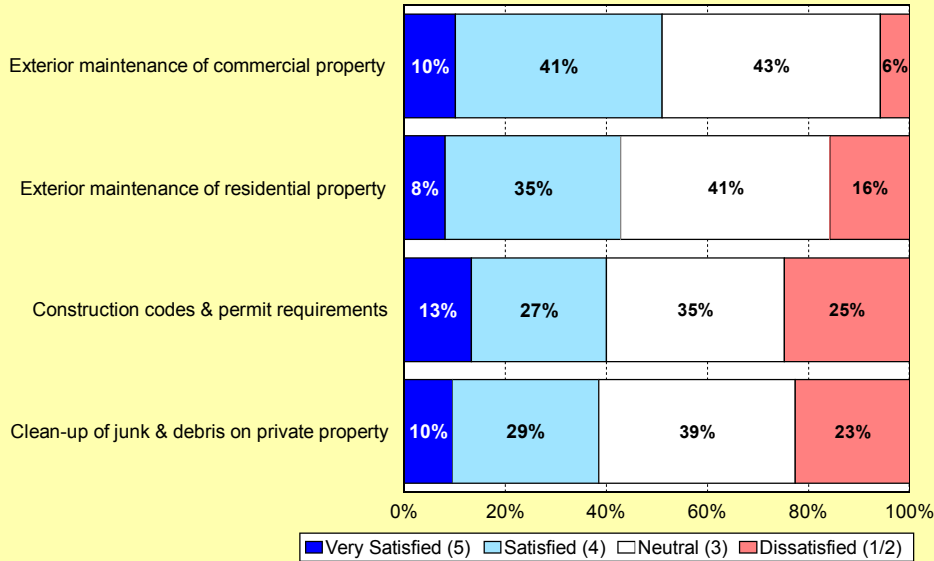
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q8. Satisfaction with Various Aspects of Code Enforcement

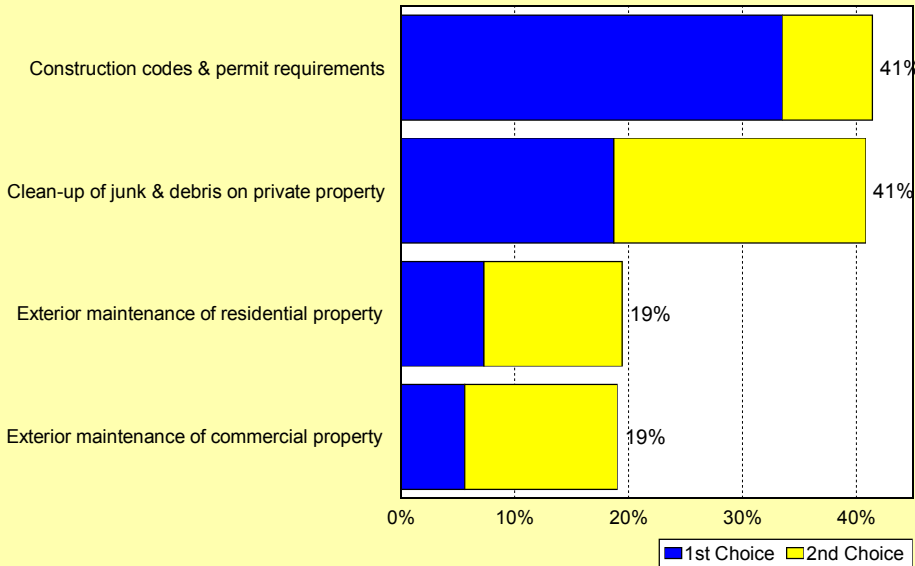
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q8a. Code Enforcement Services That Should Receive the Most Emphasis Over the Next Two Years

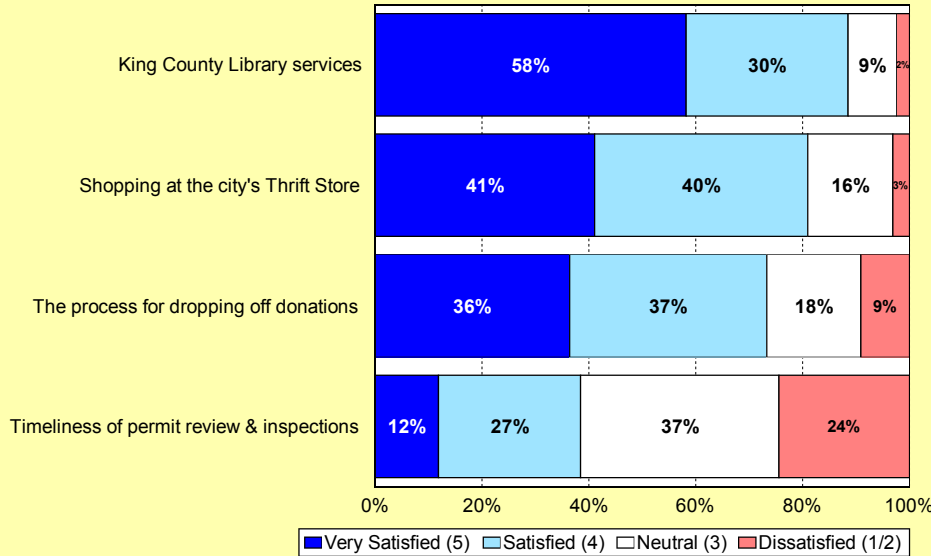
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q9. Satisfaction with Various Aspects of Other Services

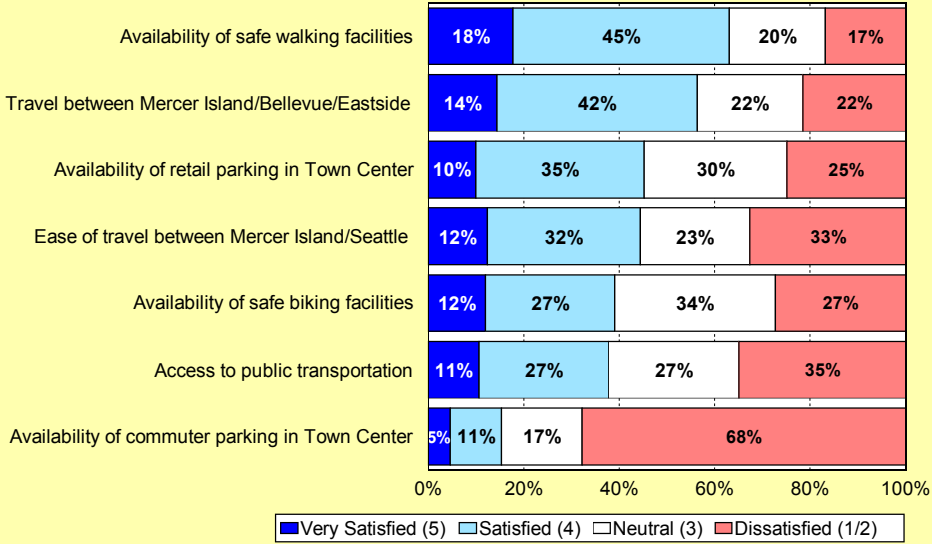
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q10. Satisfaction with Various Aspects of Transportation Services

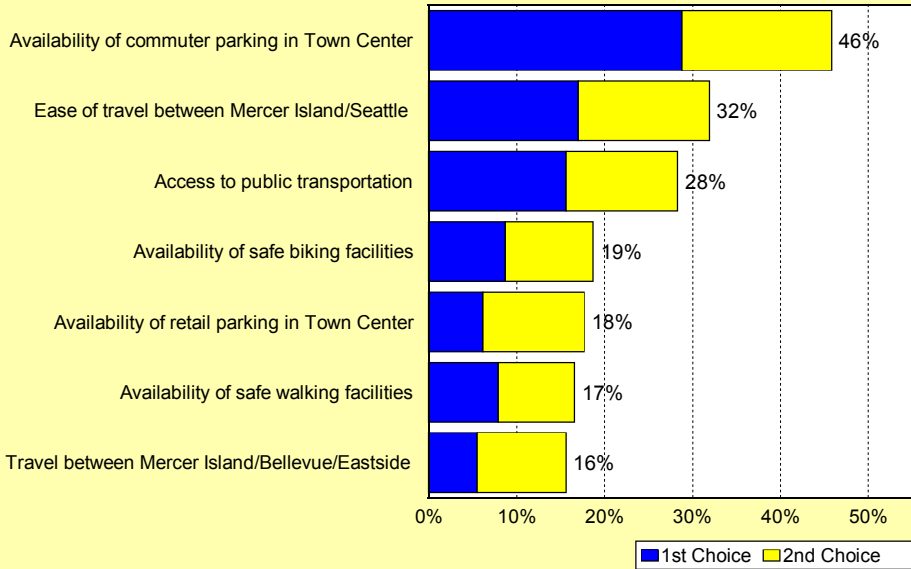
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: ETC Institute (2018)

Q10a. Transportation Services That Should Receive the Most Emphasis Over the Next Two Years

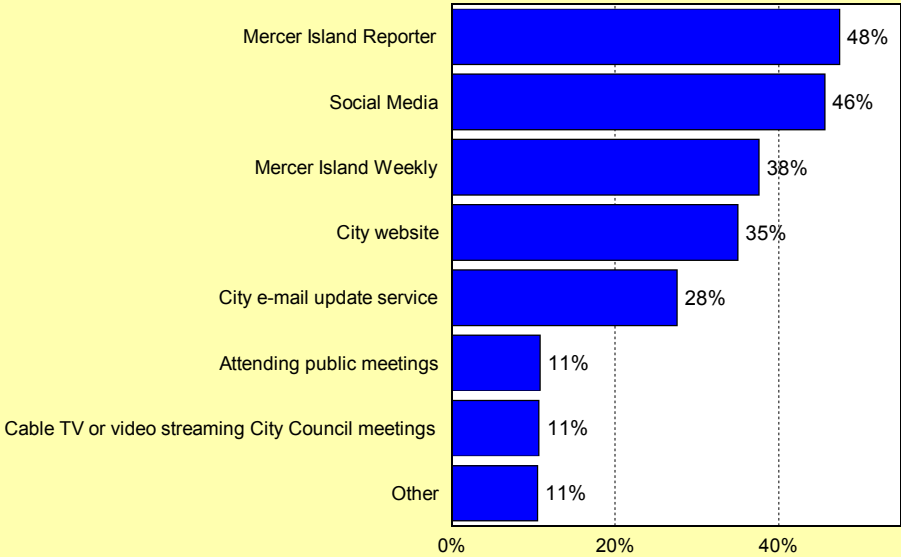
by percentage of respondents who selected the item as one of their top two choices



Source: ETC Institute (2018)

Q11. Where do you currently get news and information about city programs, services, and events?

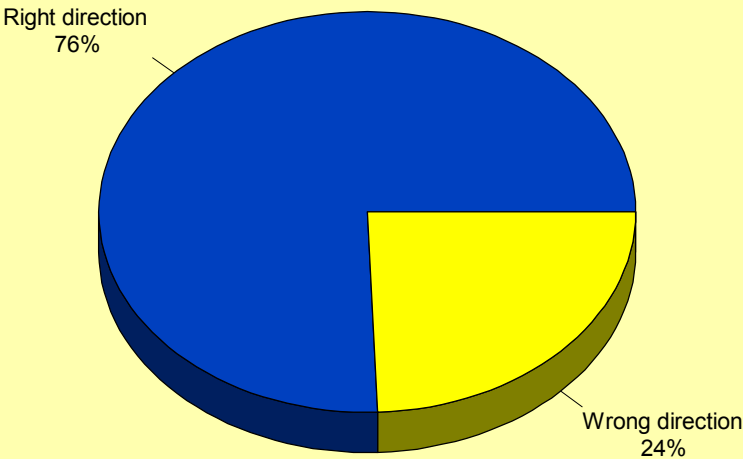
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction?

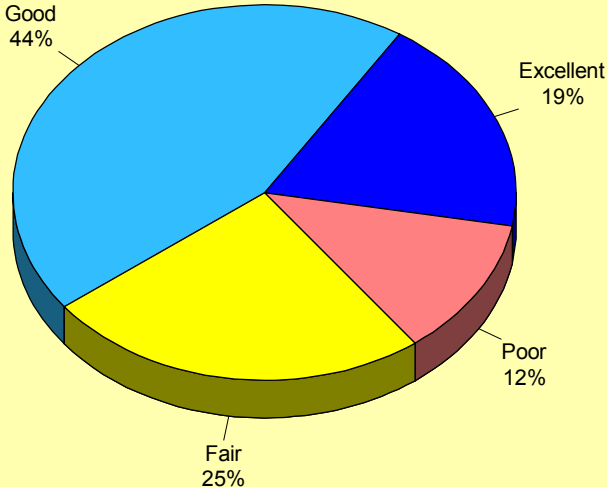
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018)

Q13. How would you rate the job Mercer Island city government does overall?

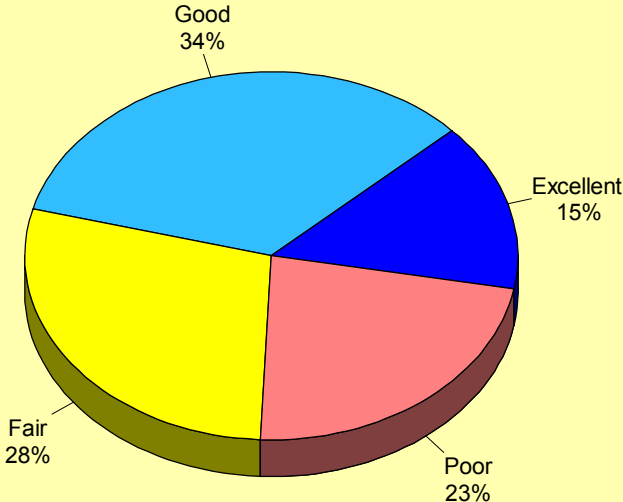
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018)

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly?

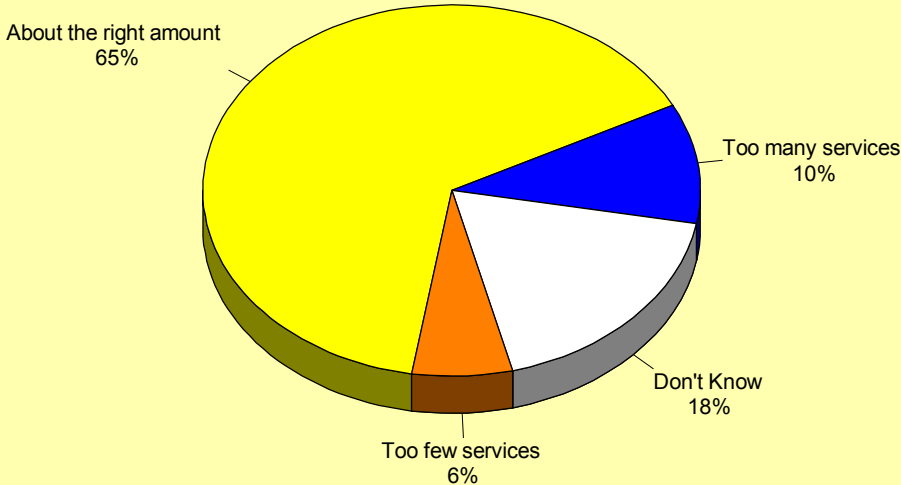
by percentage of respondents (excluding don't knows)



Source: ETC Institute (2018)

Q15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services?

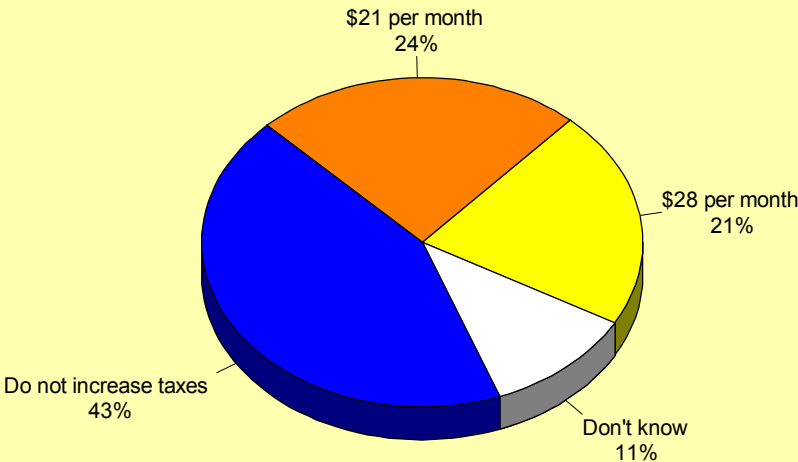
by percentage of respondents



Source: ETC Institute (2018)

Q16. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay?

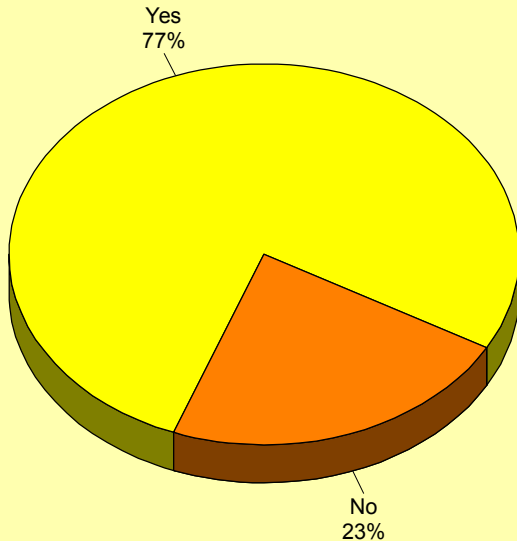
by percentage of respondents



Source: ETC Institute (2018)

Q16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the city's Thrift Store?

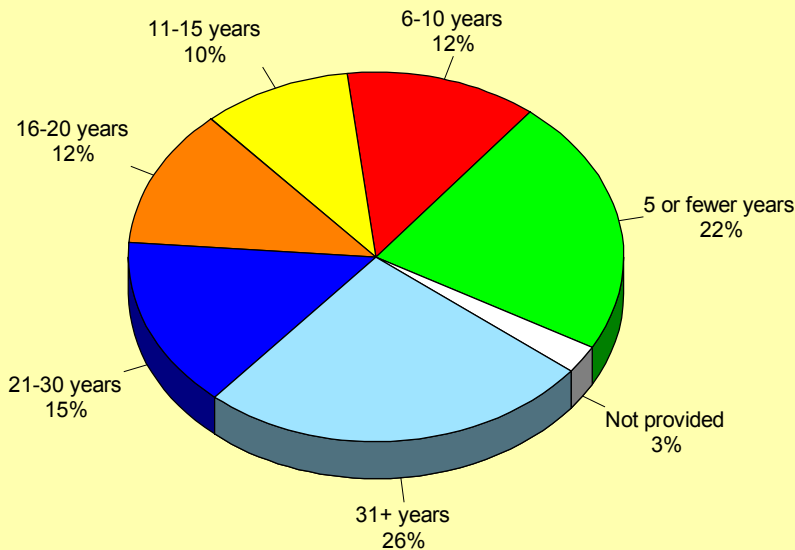
by percentage of respondents who would increase taxes



Source: ETC Institute (2018)

Q17. Demographics: Approximately how many years have you lived on Mercer Island?

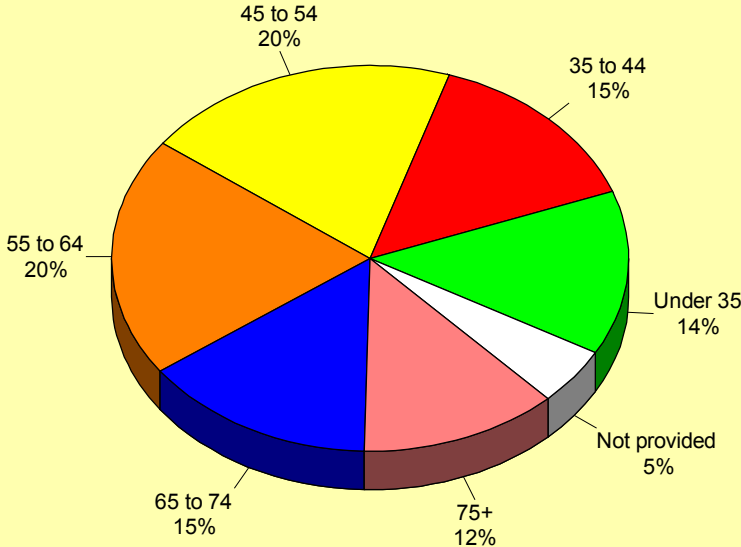
by percentage of respondents



Source: ETC Institute (2018)

Q18. Demographics: What is your age?

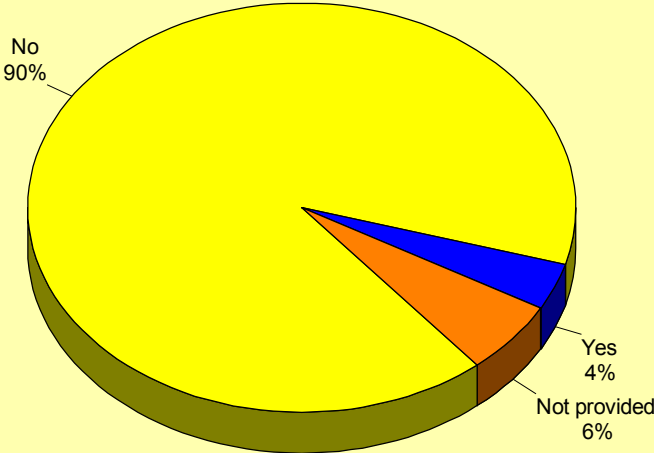
by percentage of respondents



Source: ETC Institute (2018)

Q19. Demographics: Are you Hispanic or Latino?

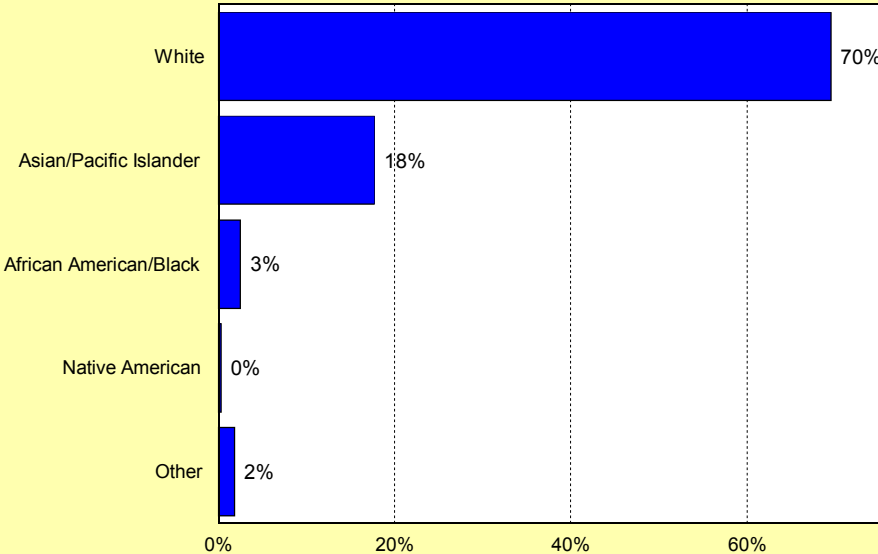
by percentage of respondents



Source: ETC Institute (2018)

Q20. Demographics: Which of the following best describes your race/ethnicity?

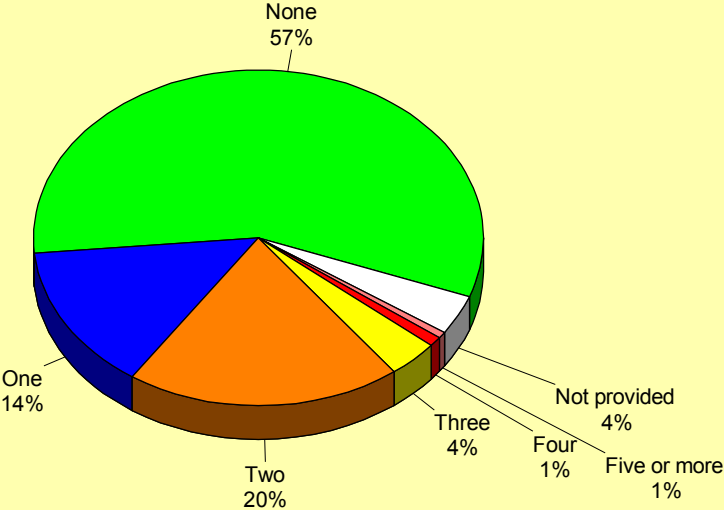
by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2018)

Q21. Demographics: How many children under age 18 live in your household?

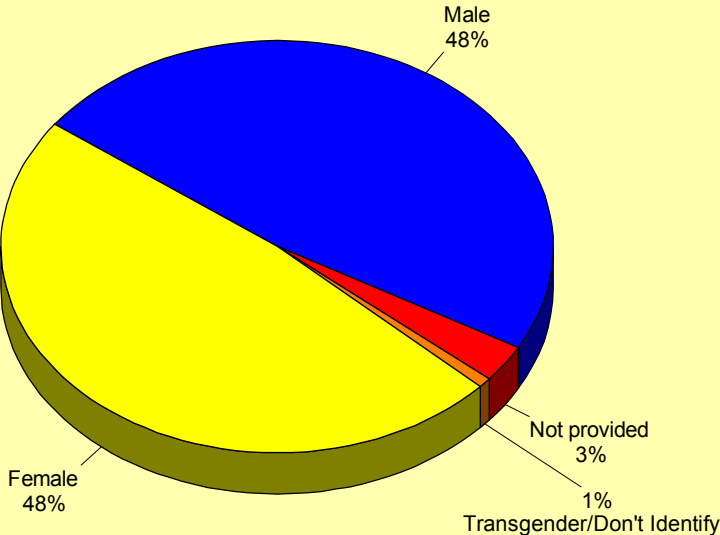
by percentage of respondents



Source: ETC Institute (2018)

Q22. Demographics: What is your gender?

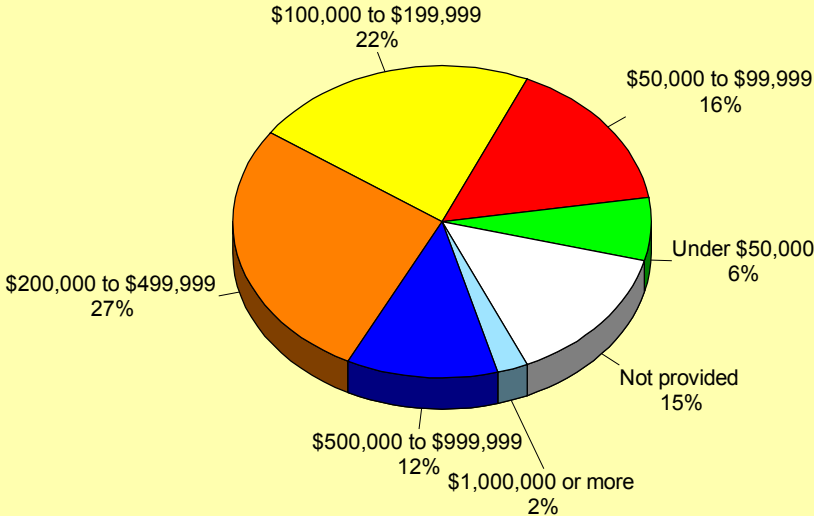
by percentage of respondents



Source: ETC Institute (2018)

Q23. Demographics: Would you say your total annual household income is:

by percentage of respondents



Source: ETC Institute (2018)

Section 2

Benchmarking Analysis

Benchmarking Summary Report

City of Mercer Island, Washington

Overview

ETC Institute's *DirectionFinder* program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November of 1999, the survey has been administered in more than 300 cities in 49 states. Most participating cities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from three sources: (1) a national survey that was administered by ETC Institute during the fall of 2017 to a random sample of more than 4,000 residents across the United States, (2) a survey that was administered by ETC Institute during the fall of 2017 to over 1,600 residents living in communities with 30,000 or fewer residents, and (3) a survey that was administered by ETC Institute during the fall of 2017 to over 300 residents living in the Northwest region of the United States, the Northwest region includes Washington and Oregon.

Interpreting the Charts

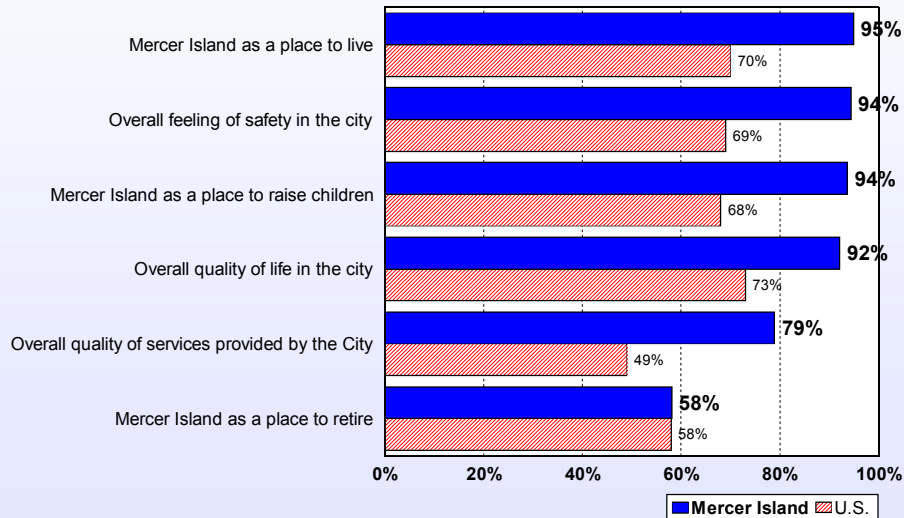
The first set of charts on the following pages show how the overall results for Mercer Island compare to the national average, the second set of charts shows how the overall results for Mercer Island compare to the regional average, and the third set of charts shows how the overall results for Mercer Island compare to similarly sized communities.

National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Mercer Island, WA is not authorized without written consent from ETC Institute.

Satisfaction with Issues that Influence Perceptions of the City *Mercer Island vs. the U.S.*

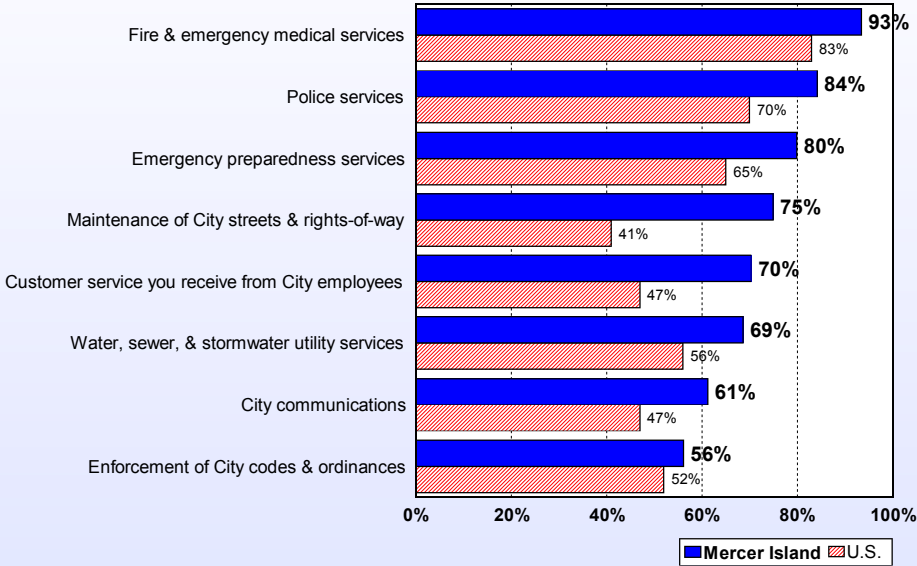
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Major Categories of City Services *Mercer Island vs. the U.S.*

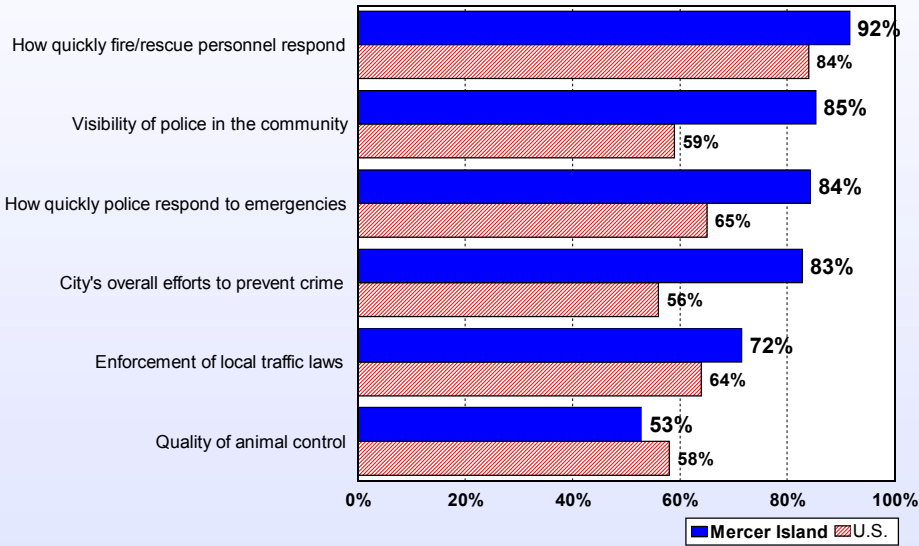
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Public Safety *Mercer Island vs. the U.S.*

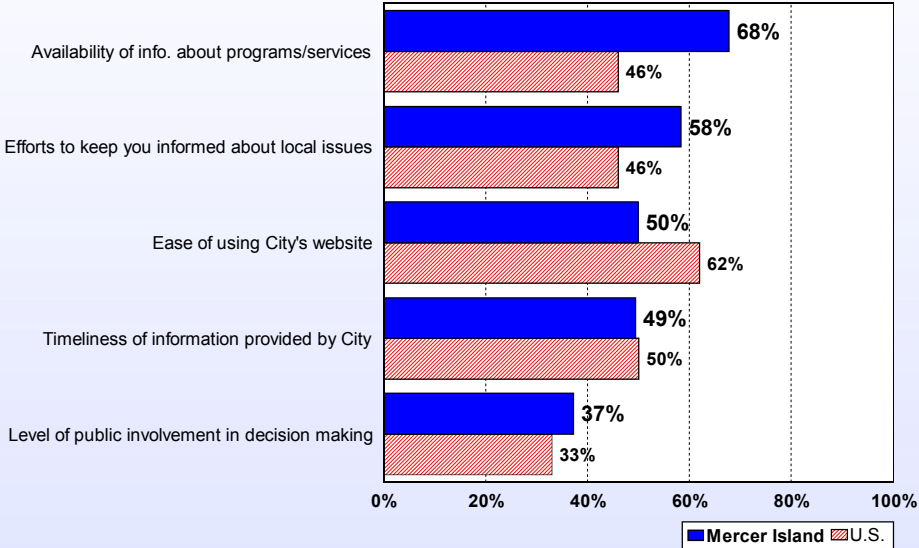
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with City Communication *Mercer Island vs. the U.S.*

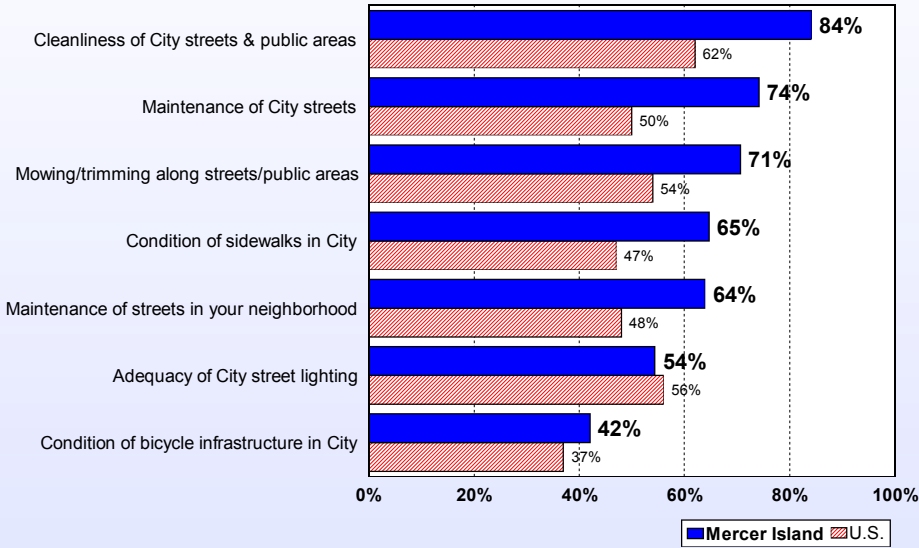
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Streets and Infrastructure *Mercer Island vs. the U.S.*

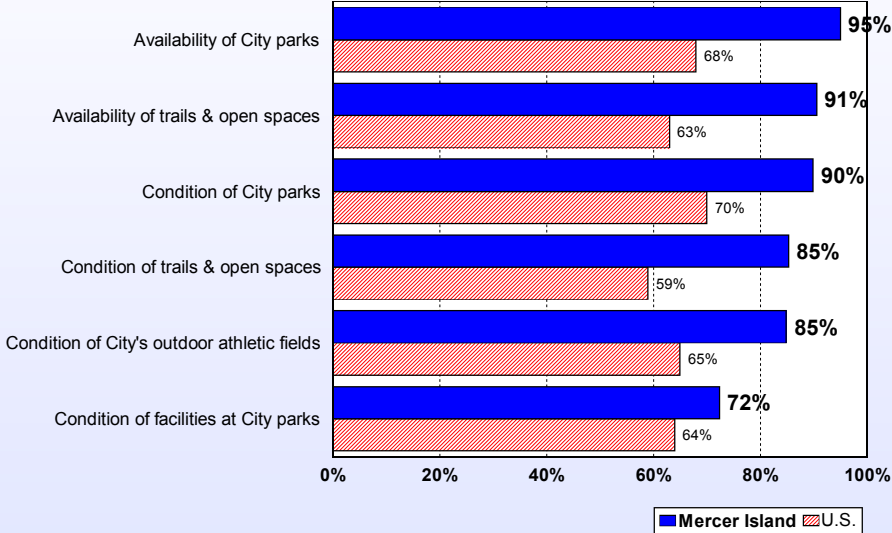
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Parks and Recreation *Mercer Island vs. the U.S.*

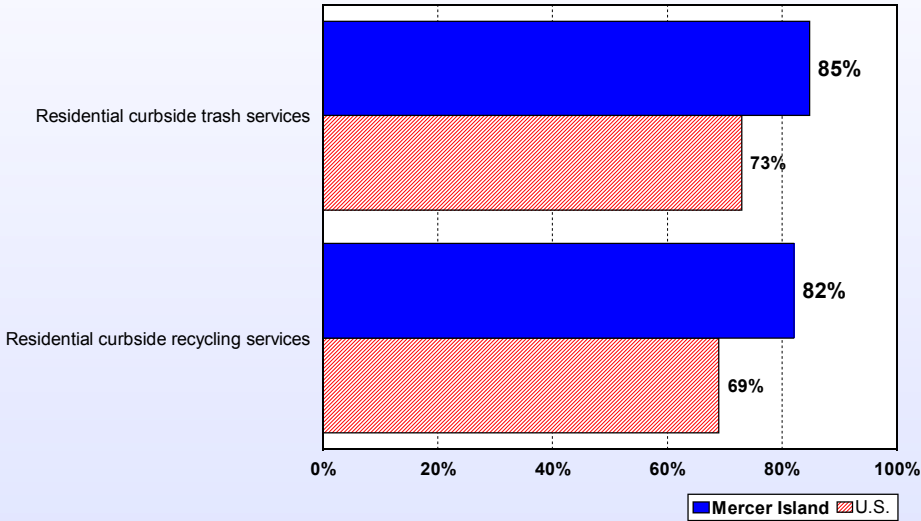
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Utility Services *Mercer Island vs. the U.S.*

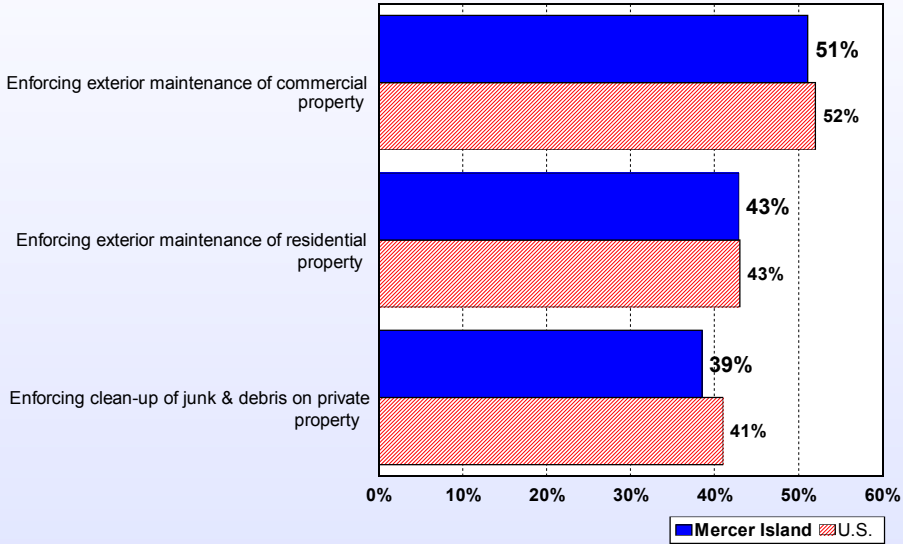
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Code Enforcement *Mercer Island vs. the U.S.*

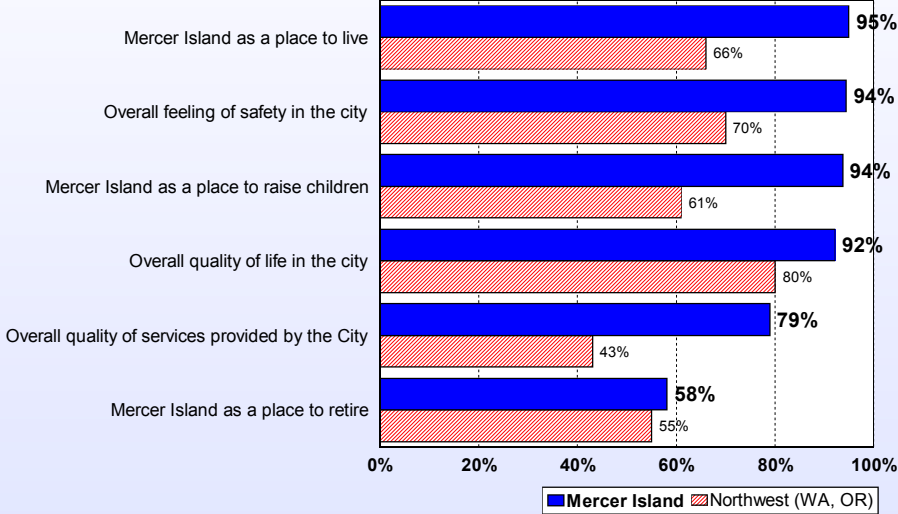
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Regional Benchmarks

Satisfaction with Issues that Influence Perceptions of the City *Mercer Island vs. the Northwest*

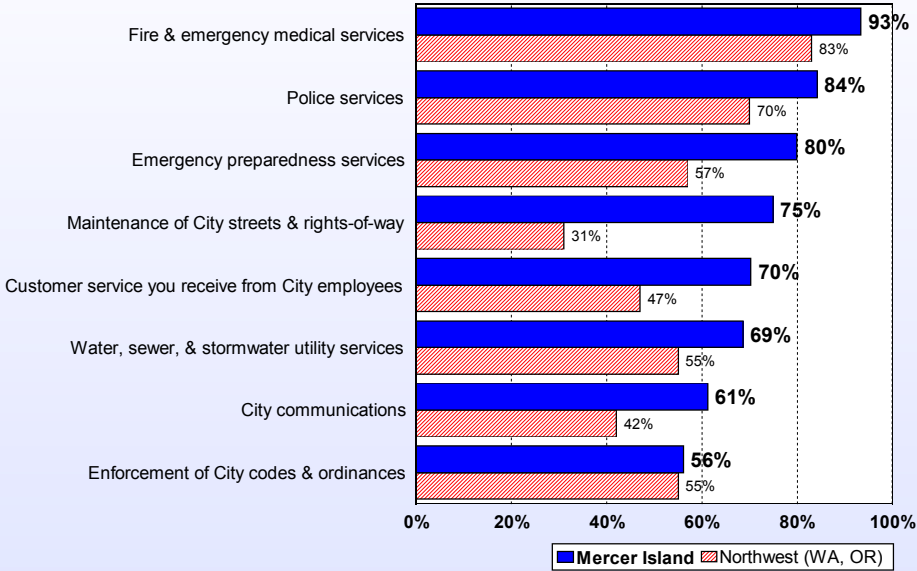
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Major Categories of City Services *Mercer Island vs. the Northwest*

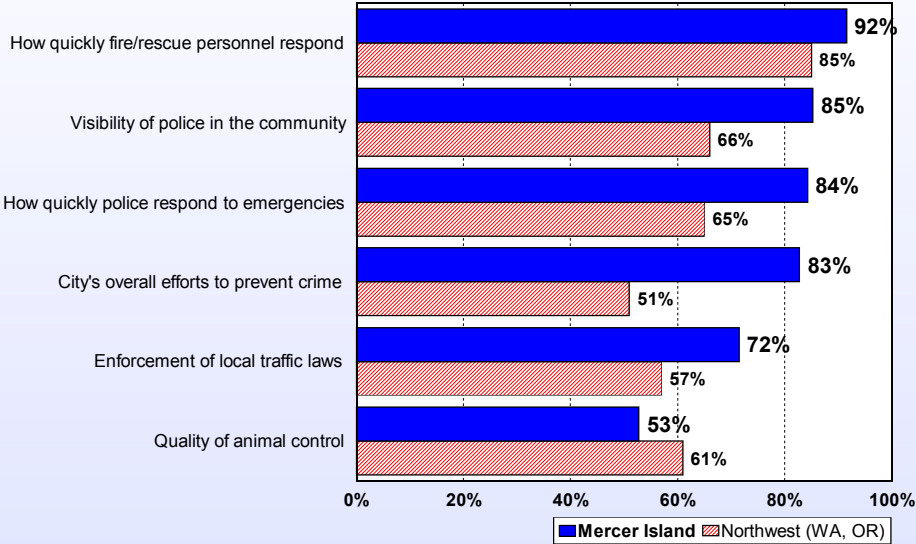
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Public Safety *Mercer Island vs. the Northwest*

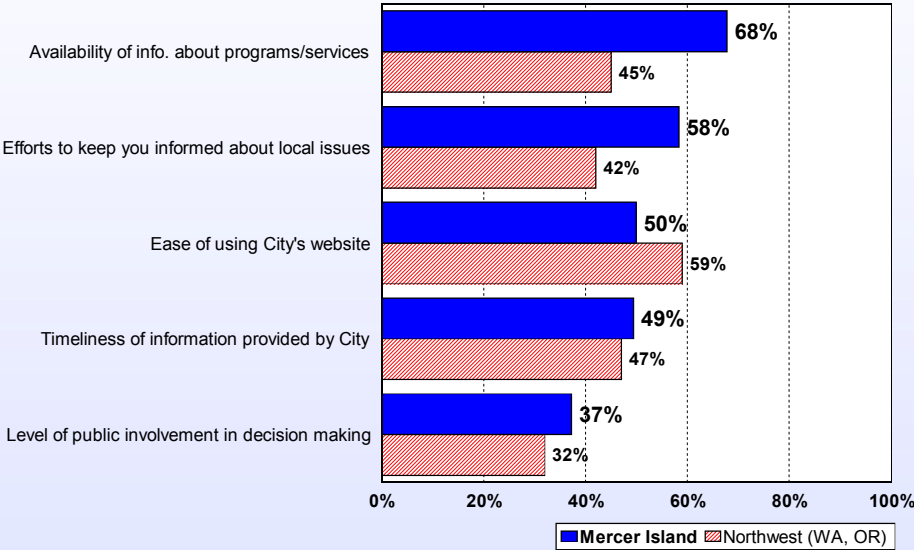
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with City Communication *Mercer Island vs. the Northwest*

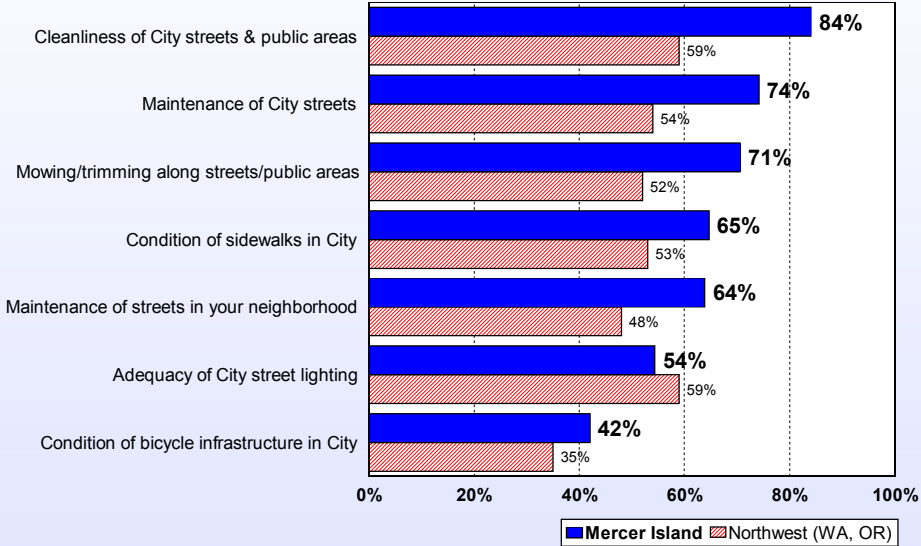
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Streets and Infrastructure *Mercer Island vs. the Northwest*

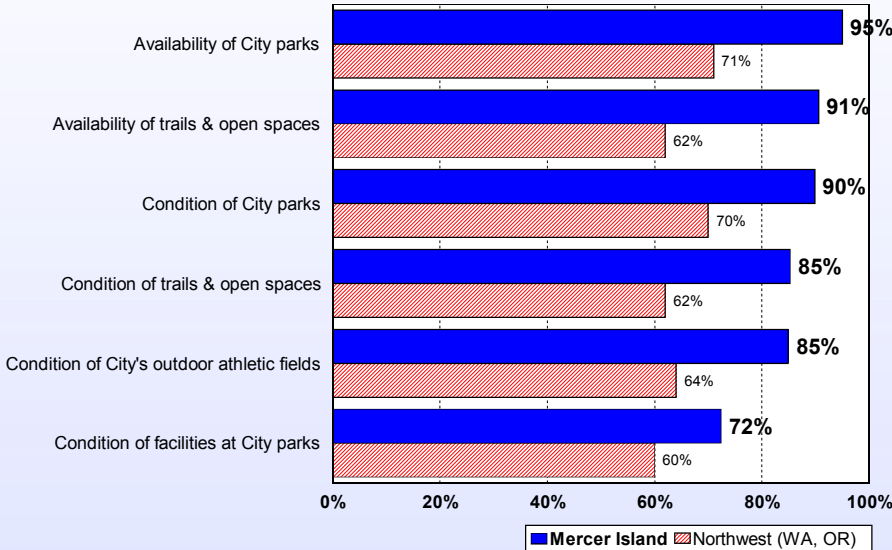
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Parks and Recreation *Mercer Island vs. the Northwest*

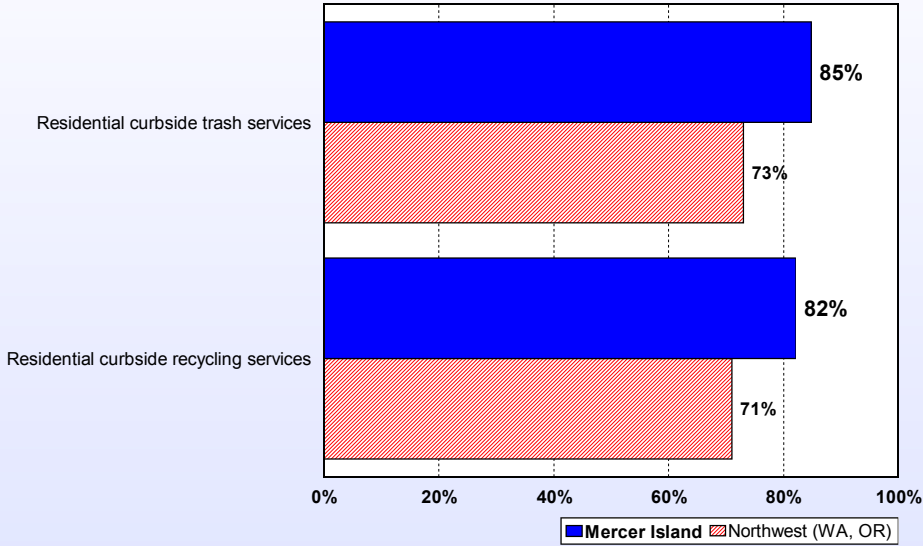
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Utility Services *Mercer Island vs. the Northwest*

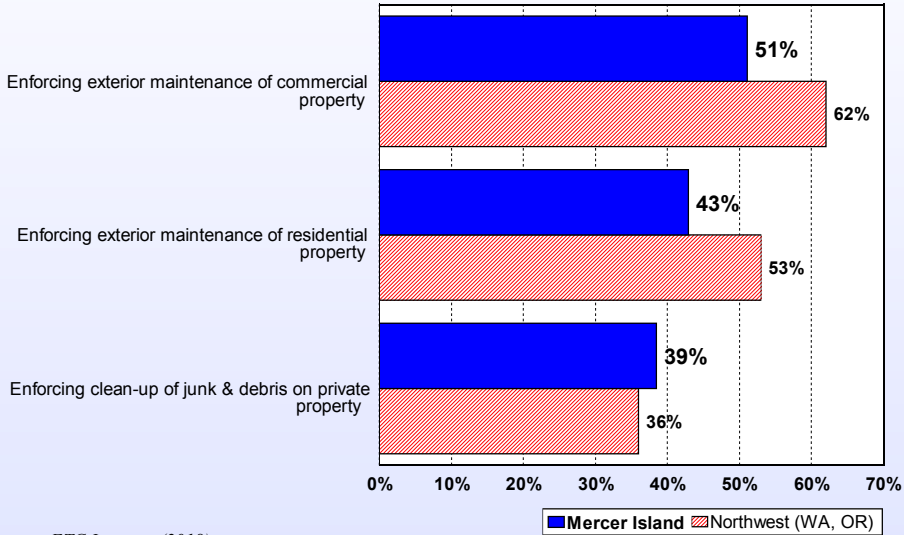
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

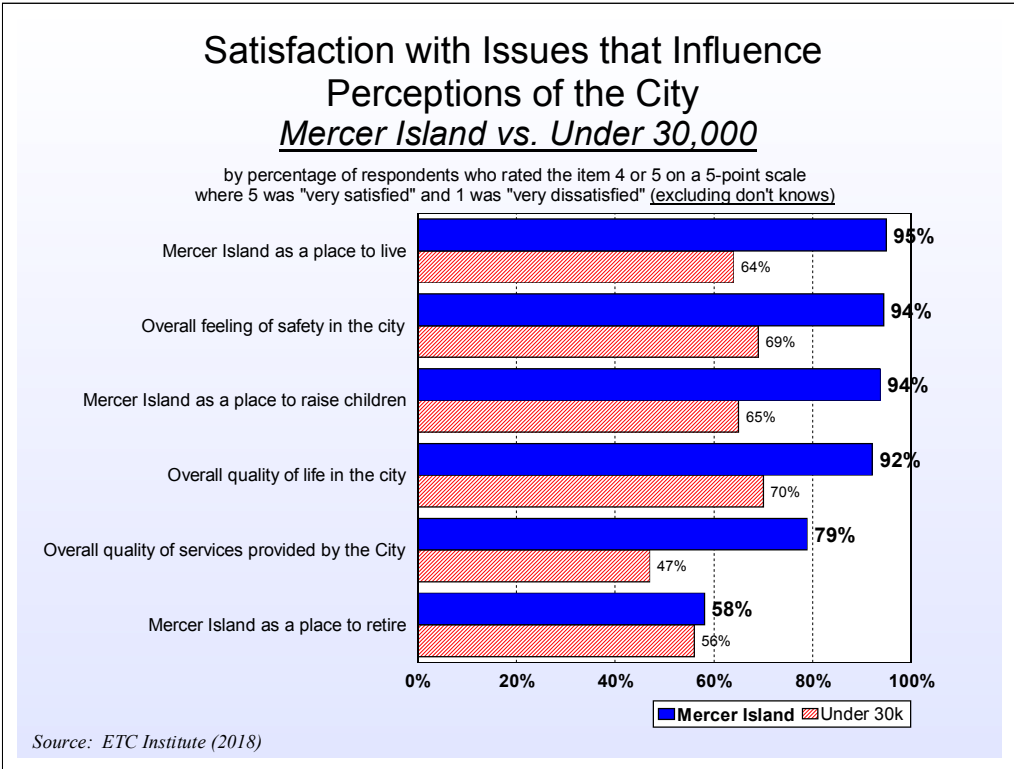
Overall Satisfaction with Code Enforcement *Mercer Island vs. the Northwest*

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



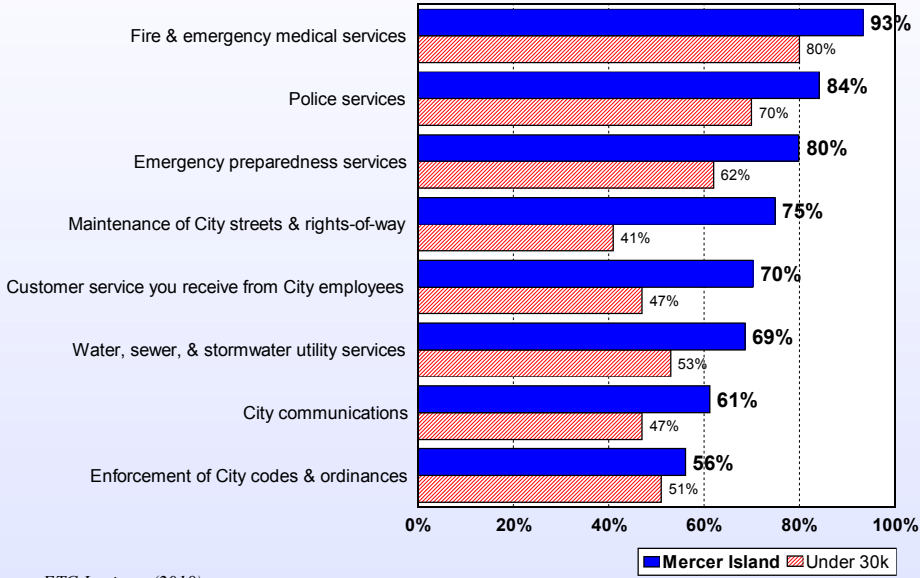
Source: ETC Institute (2018)

Similarly Sized Communities



Overall Satisfaction with Major Categories of City Services *Mercer Island vs. Under 30,000*

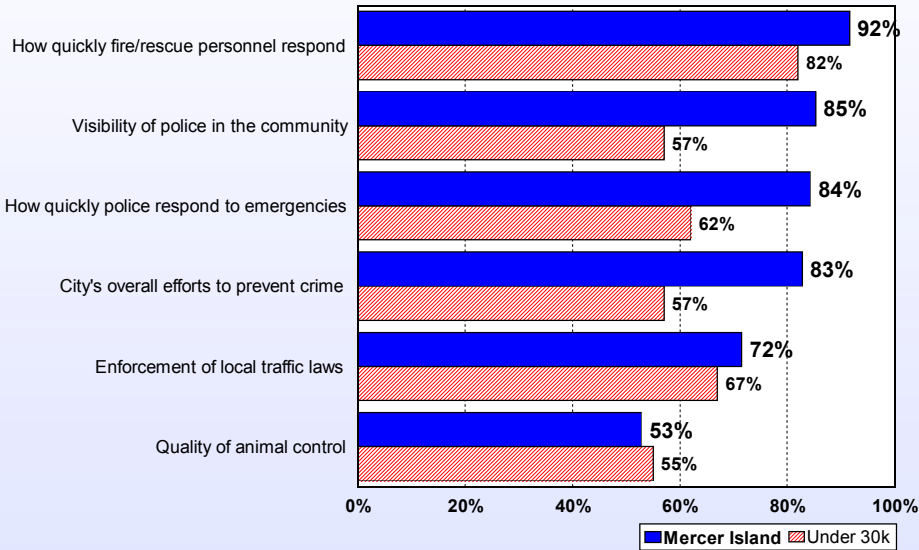
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Public Safety *Mercer Island vs. Under 30,000*

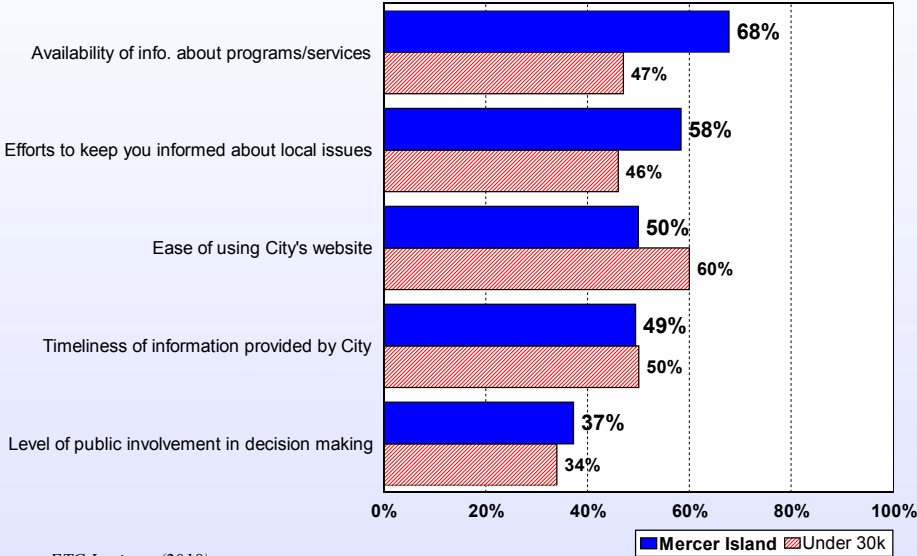
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with City Communication *Mercer Island vs. Under 30,000*

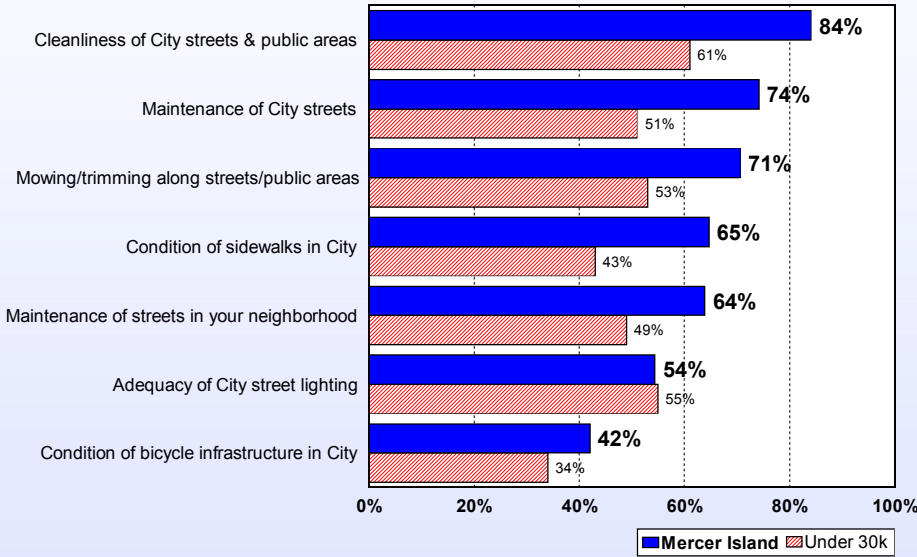
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Streets and Infrastructure *Mercer Island vs. Under 30,000*

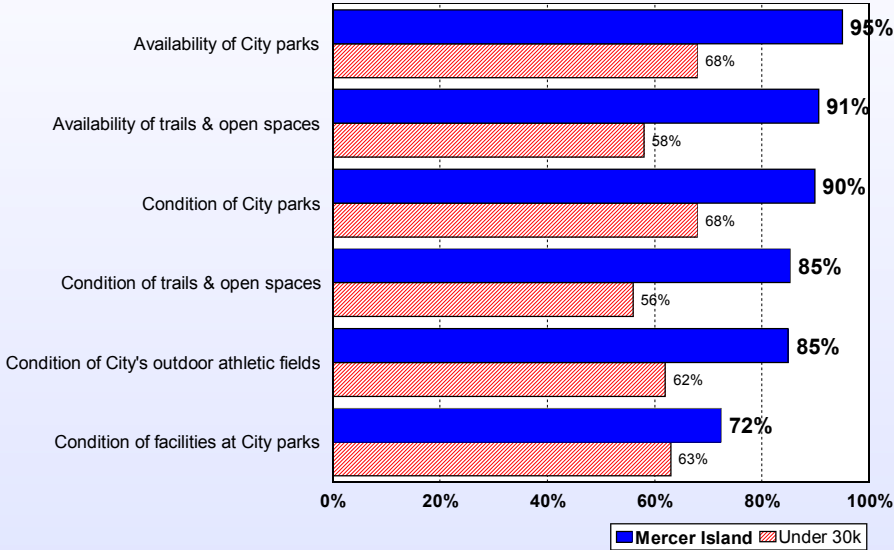
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Parks and Recreation *Mercer Island vs. Under 30,000*

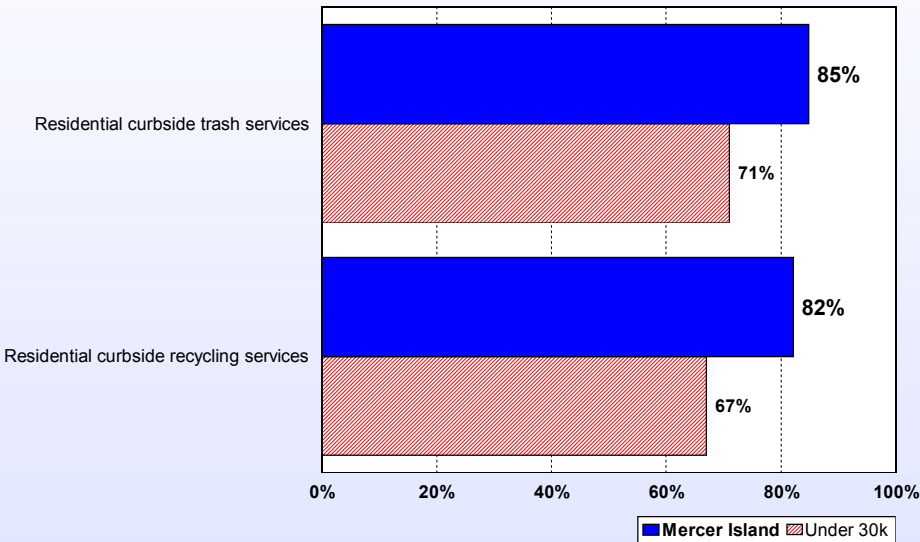
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Utility Services *Mercer Island vs. Under 30,000*

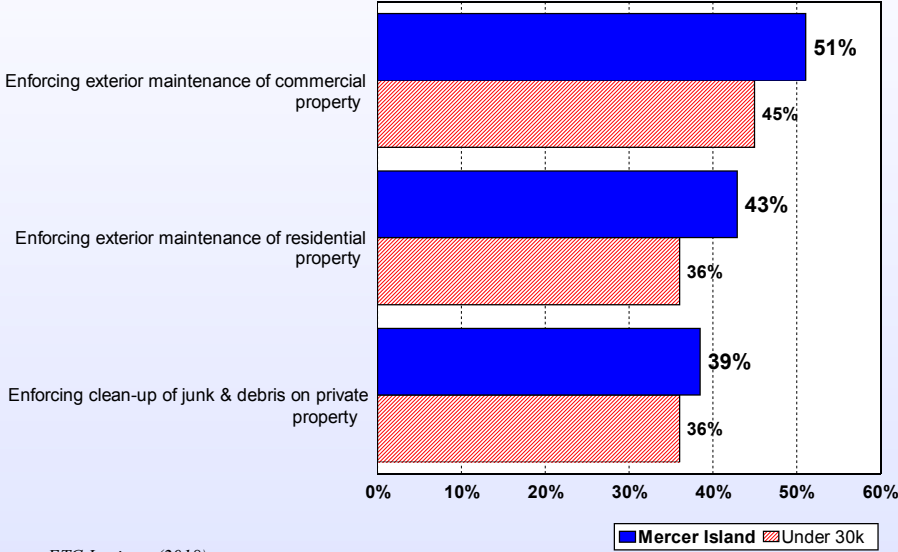
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Overall Satisfaction with Code Enforcement *Mercer Island vs. Under 30,000*

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: ETC Institute (2018)

Section 3

Importance-Satisfaction Analysis

Importance-Satisfaction Analysis

City of Mercer Island, Washington

Overview

Today, City officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Overview

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third (or first and second) most important services for the City to emphasize. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable. [IS=Importance x (1-Satisfaction)].

Example of the Calculation: Respondents were asked to identify the major categories of City services they thought should receive the most emphasis over the next two years. Forty-six percent (46%) of respondents selected *efforts by the City to regulate development on the island* as one of the most important services for the City to emphasize.

With regard to satisfaction, 36% of respondents surveyed rated the City's overall performance in *efforts by the City to regulate development on the island* as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating for *efforts by the City to regulate development on the island* was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example 46% was multiplied by 64% (1-0.36). This calculation yielded an I-S rating of 0.2930 which ranked first out of 14 major service categories.



The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one for the most important areas for the City to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- *Definitely Increase Emphasis* ($IS \geq 0.20$)
- *Increase Current Emphasis* ($0.10 \leq IS < 0.20$)
- *Maintain Current Emphasis* ($IS < 0.10$)

The results for the City of Mercer Island are provided on the following pages.

2018 Importance-Satisfaction Rating

City of Mercer Island

Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Efforts by City to regulate development on the Island	46%	1	36%	14	0.2930	1
High Priority (IS .10-.20)						
NONE						
Medium Priority (IS <.10)						
Maintenance of City streets & rights-of-way	29%	2	75%	6	0.0730	2
Efforts to sustain environmental quality	22%	4	67%	10	0.0714	3
Permitting & inspection services	12%	10	41%	13	0.0684	4
Water, sewer, & stormwater utility services	18%	7	69%	9	0.0565	5
Enforcement of City codes & ordinances	10%	11	56%	12	0.0452	6
Youth & family services	16%	8	72%	7	0.0452	7
Emergency preparedness services	19%	6	80%	4	0.0376	8
City communications	9%	13	61%	11	0.0349	9
Police services	20%	5	84%	3	0.0310	10
City parks, trails, & open space	26%	3	89%	2	0.0290	11
Recreation programs & special events	10%	12	76%	5	0.0238	12
Customer service you receive from City employees	4%	14	70%	8	0.0110	13
Fire & emergency medical services	12%	9	93%	1	0.0082	14

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

City of Mercer Island

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS < .10)						
City's overall efforts to prevent crime	53%	1	83%	4	0.0917	1
Enforcement of local traffic laws	18%	5	72%	5	0.0507	2
How quickly police respond to emergencies	25%	2	84%	3	0.0396	3
Parking enforcement services	10%	6	63%	6	0.0381	4
Quality of animal control	8%	7	53%	7	0.0359	5
Visibility of police in the community	23%	4	85%	2	0.0340	6
How quickly fire & rescue personnel respond to emergencies	25%	3	92%	1	0.0207	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating City of Mercer Island Communication

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Level of public involvement in local decision making	43%	2	37%	6	0.2713	1
High Priority (IS .10-.20)						
City efforts to keep you informed about local issues	45%	1	58%	2	0.1889	2
Timeliness of information provided by City	26%	3	49%	5	0.1311	3
Medium Priority (IS <.10)						
Ease of using City's website	16%	5	50%	4	0.0777	4
Availability of information about City programs & services	21%	4	68%	1	0.0689	5
Overall quality of content on City's website	11%	6	57%	3	0.0474	6

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

City of Mercer Island

Streets and Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Adequacy of City street lighting	30%	2	54%	7	0.1350	1
Condition of bicycle infrastructure in City	21%	4	42%	8	0.1222	2
Medium Priority (IS <.10)						
Maintenance of streets in your neighborhood	25%	3	64%	6	0.0888	3
Maintenance of City streets	33%	1	74%	3	0.0849	4
Condition of sidewalks in City	15%	6	65%	5	0.0544	5
Maintenance of trees in public areas along City streets	16%	5	76%	2	0.0383	6
Mowing & trimming along City streets & other public areas	13%	8	71%	4	0.0376	7
Cleanliness of City streets & public areas	15%	7	84%	1	0.0235	8

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating

City of Mercer Island

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS < .10)						
Condition of picnic shelters, playgrounds, restrooms in City parks	18%	3	72%	8	0.0489	1
City recreation programs for youth, adults, & seniors	17%	4	72%	9	0.0480	2
Condition of City docks	9%	9	60%	11	0.0379	3
Special events sponsored by City	11%	8	71%	10	0.0316	4
Condition of City parks	31%	1	90%	3	0.0315	5
Condition of trails & open spaces	20%	2	85%	4	0.0287	6
Condition of City beaches	11%	7	76%	6	0.0265	7
Community & Event Center hours of operation & programming	8%	10	75%	7	0.0196	8
Availability of trails & open spaces	14%	5	91%	2	0.0131	9
Condition of City's outdoor athletic fields	5%	11	85%	5	0.0068	10
Availability of City parks	14%	6	95%	1	0.0068	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating City of Mercer Island Utility Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Water services	43%	1	75%	6	0.1080	1
Medium Priority (IS <.10)						
Stormwater (flood prevention) services	24%	3	71%	7	0.0692	2
Sewer services	29%	2	80%	5	0.0567	3
Spring & fall recycling events	18%	4	80%	4	0.0353	4
Residential curbside yard/food waste services	9%	6	81%	3	0.0166	5
Residential curbside recycling services	9%	5	82%	2	0.0165	6
Residential curbside trash services	9%	7	85%	1	0.0134	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating City of Mercer Island Code Enforcement

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Enforcing clean-up of junk & debris on private property	41%	2	39%	4	0.2509	1
Enforcing construction codes & permit requirements	41%	1	40%	3	0.2484	2
High Priority (IS .10-.20)						
Enforcing exterior maintenance of residential property	19%	3	43%	2	0.1108	3
Medium Priority (IS <.10)						
Enforcing exterior maintenance of commercial property	19%	4	51%	1	0.0929	4

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2018 Importance-Satisfaction Rating City of Mercer Island Transportation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Availability of commuter parking in Town Center	46%	1	15%	7	0.3875	1
High Priority (IS .10-.20)						
Ease of travel between Mercer Island & Seattle	32%	2	44%	4	0.1774	2
Access to public transportation on Mercer Island	28%	3	38%	6	0.1760	3
Availability of safe biking facilities on Mercer Island	19%	4	39%	5	0.1139	4
Medium Priority (IS <.10)						
Availability of retail parking in Town Center	18%	5	45%	3	0.0970	5
Ease of travel between Mercer Island & Bellevue/Eastside	16%	7	56%	2	0.0682	6
Availability of safe walking facilities on Mercer Island	17%	6	63%	1	0.0613	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis from City leaders

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Section 4

Weighted Tabular Data

Q1. Perceptions of Mercer Island. Several items that may influence your perception of the City of Mercer Island are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q1-1. Overall quality of services provided by City of Mercer Island	23.5%	53.4%	15.6%	4.1%	0.8%	2.5%
Q1-2. Overall quality of life in City	45.6%	45.3%	6.0%	1.4%	0.4%	1.3%
Q1-3. Overall quality of shopping & retail options on Mercer Island	6.6%	28.8%	37.3%	18.8%	7.0%	1.4%
Q1-4. Overall quality of dining options on Mercer Island	4.2%	15.5%	37.6%	29.3%	11.4%	2.1%
Q1-5. Overall feeling of safety in City	55.0%	38.5%	5.2%	0.3%	0.1%	0.8%
Q1-6. Mercer Island as a place to live	62.3%	31.9%	3.7%	1.4%	0.0%	0.7%
Q1-7. Mercer Island as a place to raise children	61.5%	26.3%	4.8%	0.8%	0.3%	6.3%
Q1-8. Mercer Island as a place to retire	28.1%	22.8%	22.9%	10.0%	3.8%	12.4%
Q1-9. Mercer Island as a place to operate a business	3.7%	7.5%	30.7%	9.6%	3.8%	44.9%
Q1-10. Mercer Island as an inclusive community	17.7%	29.3%	33.5%	10.5%	1.7%	7.3%

WITHOUT "DON'T KNOW"

Q1. Perceptions of Mercer Island. Several items that may influence your perception of the City of Mercer Island are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q1-1. Overall quality of services provided by City of Mercer Island	24.1%	54.8%	16.0%	4.2%	0.9%
Q1-2. Overall quality of life in City	46.2%	45.9%	6.1%	1.4%	0.4%
Q1-3. Overall quality of shopping & retail options on Mercer Island	6.7%	29.2%	37.8%	19.1%	7.1%
Q1-4. Overall quality of dining options on Mercer Island	4.3%	15.8%	38.4%	29.9%	11.6%
Q1-5. Overall feeling of safety in City	55.5%	38.9%	5.2%	0.3%	0.1%
Q1-6. Mercer Island as a place to live	62.7%	32.2%	3.7%	1.4%	0.0%
Q1-7. Mercer Island as a place to raise children	65.6%	28.1%	5.1%	0.9%	0.3%
Q1-8. Mercer Island as a place to retire	32.1%	26.0%	26.2%	11.4%	4.3%
Q1-9. Mercer Island as a place to operate a business	6.6%	13.5%	55.6%	17.3%	6.9%
Q1-10. Mercer Island as an inclusive community	19.1%	31.6%	36.1%	11.4%	1.8%

Q2. Major Categories of City Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q2-1. Police services	40.2%	39.7%	10.0%	2.7%	2.3%	5.2%
Q2-2. Fire & emergency medical services	50.6%	31.5%	5.1%	0.4%	0.3%	12.1%
Q2-3. Emergency preparedness services	29.0%	34.2%	12.5%	2.3%	1.1%	21.0%
Q2-4. City parks, trails, & open-space	51.8%	36.1%	8.6%	2.0%	0.6%	1.0%
Q2-5. Maintenance of City streets & rights-of-way	29.1%	45.1%	14.9%	7.2%	2.8%	0.8%
Q2-6. Water, sewer, & stormwater utility services	23.2%	42.9%	21.8%	6.8%	1.8%	3.5%
Q2-7. Enforcement of City codes & ordinances	16.7%	28.4%	22.9%	9.6%	2.8%	19.5%
Q2-8. Youth & family services, which includes mental health services in public schools	26.3%	25.2%	18.3%	1.5%	0.6%	28.1%
Q2-9. Recreation programs & special events	26.4%	42.3%	19.1%	2.3%	0.1%	9.7%
Q2-10. Customer service you receive from City employees	25.7%	34.3%	19.1%	5.5%	0.7%	14.6%
Q2-11. Efforts to sustain environmental quality	22.1%	39.0%	23.8%	4.6%	2.0%	8.6%
Q2-12. City communications	18.3%	39.7%	24.5%	10.5%	1.7%	5.3%
Q2-13. Efforts by City to regulate development on the Island	9.0%	22.9%	23.8%	19.4%	14.5%	10.4%
Q2-14. Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	9.4%	19.0%	26.4%	8.3%	7.0%	29.8%

WITHOUT "DON'T KNOW"**Q2. Major Categories of City Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q2-1. Police services	42.4%	41.8%	10.5%	2.8%	2.4%
Q2-2. Fire & emergency medical services	57.6%	35.8%	5.8%	0.5%	0.3%
Q2-3. Emergency preparedness services	36.7%	43.2%	15.8%	2.8%	1.4%
Q2-4. City parks, trails, & open-space	52.3%	36.5%	8.7%	2.0%	0.6%
Q2-5. Maintenance of City streets & rights-of-way	29.4%	45.5%	15.0%	7.2%	2.8%
Q2-6. Water, sewer, & stormwater utility services	24.1%	44.5%	22.6%	7.0%	1.9%
Q2-7. Enforcement of City codes & ordinances	20.8%	35.3%	28.5%	11.9%	3.5%
Q2-8. Youth & family services, which includes mental health services in public schools	36.6%	35.0%	25.4%	2.2%	0.8%
Q2-9. Recreation programs & special events	29.3%	46.9%	21.2%	2.5%	0.2%
Q2-10. Customer service you receive from City employees	30.1%	40.2%	22.4%	6.4%	0.8%
Q2-11. Efforts to sustain environmental quality	24.2%	42.6%	26.0%	5.1%	2.2%
Q2-12. City communications	19.3%	41.9%	25.9%	11.1%	1.8%
Q2-13. Efforts by City to regulate development on the Island	10.0%	25.6%	26.5%	21.7%	16.2%
Q2-14. Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	13.4%	27.1%	37.7%	11.8%	10.0%

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. Top choice	Number	Percent
1=Police services	65	9.1 %
2=Fire & emergency medical services	28	3.9 %
3=Emergency preparedness services	26	3.7 %
4=City parks, trails, & open space	55	7.7 %
5=Maintenance of City streets & rights-of-way	70	9.8 %
6=Water, sewer, & stormwater utility services	48	6.8 %
7=Enforcement of City codes & ordinances	19	2.7 %
8=Youth & family services, which includes mental health services in public schools	51	7.2 %
9=Recreation programs & special events	2	0.3 %
10=Customer service you receive from City employees	7	1.0 %
11=Efforts to sustain environmental quality	36	5.1 %
12=City communications	20	2.8 %
13=Efforts by City to regulate development on the Island	161	22.6 %
14=Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	28	3.9 %
99=None chosen	95	13.4 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. 2nd choice	Number	Percent
1=Police services	33	4.6 %
2=Fire & emergency medical services	41	5.8 %
3=Emergency preparedness services	57	8.0 %
4=City parks, trails, & open space	63	8.9 %
5=Maintenance of City streets & rights-of-way	81	11.4 %
6=Water, sewer, & stormwater utility services	40	5.6 %
7=Enforcement of City codes & ordinances	17	2.4 %
8=Youth & family services, which includes mental health services in public schools	34	4.8 %
9=Recreation programs & special events	39	5.5 %
10=Customer service you receive from City employees	12	1.7 %
11=Efforts to sustain environmental quality	40	5.6 %
12=City communications	16	2.3 %
13=Efforts by City to regulate development on the Island	96	13.5 %
14=Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	34	4.8 %
99=None chosen	108	15.2 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. 3rd choice	Number	Percent
1=Police services	42	5.9 %
2=Fire & emergency medical services	19	2.7 %
3=Emergency preparedness services	50	7.0 %
4=City parks, trails, & open space	66	9.3 %
5=Maintenance of City streets & rights-of-way	56	7.9 %
6=Water, sewer, & stormwater utility services	40	5.6 %
7=Enforcement of City codes & ordinances	37	5.2 %
8=Youth & family services, which includes mental health services in public schools	28	3.9 %
9=Recreation programs & special events	30	4.2 %
10=Customer service you receive from City employees	7	1.0 %
11=Efforts to sustain environmental quality	77	10.8 %
12=City communications	28	3.9 %
13=Efforts by City to regulate development on the Island	67	9.4 %
14=Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	20	2.8 %
99=None chosen	144	20.3 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 3)

Q2a. Sum of top 3 choices	Number	Percent
1=Police services	140	19.7 %
2=Fire & emergency medical services	88	12.4 %
3=Emergency preparedness services	133	18.7 %
4=City parks, trails, & open space	184	25.9 %
5=Maintenance of City streets & rights-of-way	207	29.1 %
6=Water, sewer, & stormwater utility services	128	18.0 %
7=Enforcement of City codes & ordinances	73	10.3 %
8=Youth & family services, which includes mental health services in public schools	113	15.9 %
9=Recreation programs & special events	71	10.0 %
10=Customer service you receive from City employees	26	3.7 %
11=Efforts to sustain environmental quality	153	21.5 %
12=City communications	64	9.0 %
13=Efforts by City to regulate development on the Island	324	45.6 %
14=Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	82	11.5 %
99=None chosen	95	13.4 %
Total	1881	

Q3. Public Safety. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q3-1. Visibility of police in the community	38.3%	45.4%	11.1%	1.5%	1.8%	1.8%
Q3-2. City's overall efforts to prevent crime	32.1%	43.7%	12.8%	2.4%	0.6%	8.4%
Q3-3. Enforcement of local traffic laws	24.1%	43.0%	17.9%	7.3%	1.5%	6.2%
Q3-4. Parking enforcement services	16.5%	29.5%	23.1%	3.1%	1.4%	26.4%
Q3-5. How quickly police respond to emergencies	31.5%	29.1%	9.7%	1.4%	0.1%	28.1%
Q3-6. How quickly fire & rescue personnel respond to emergencies	41.4%	26.4%	5.5%	0.4%	0.3%	26.0%
Q3-7. Quality of animal control	11.8%	19.7%	21.4%	4.2%	2.5%	40.4%

WITHOUT "DON'T KNOW"**Q3. Public Safety. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q3-1. Visibility of police in the community	39.0%	46.3%	11.3%	1.6%	1.9%
Q3-2. City's overall efforts to prevent crime	35.0%	47.8%	14.0%	2.6%	0.6%
Q3-3. Enforcement of local traffic laws	25.6%	45.9%	19.0%	7.8%	1.6%
Q3-4. Parking enforcement services	22.4%	40.2%	31.4%	4.2%	1.9%
Q3-5. How quickly police respond to emergencies	43.8%	40.5%	13.5%	2.0%	0.2%
Q3-6. How quickly fire & rescue personnel respond to emergencies	55.9%	35.7%	7.4%	0.6%	0.4%
Q3-7. Quality of animal control	19.8%	33.0%	35.8%	7.1%	4.2%

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q3a. Top choice	Number	Percent
1=Visibility of police in the community	76	10.7 %
2=City's overall efforts to prevent crime	283	39.8 %
3=Enforcement of local traffic laws	58	8.2 %
4=Parking enforcement services	36	5.1 %
5=How quickly police respond to emergencies	80	11.3 %
6=How quickly fire & rescue personnel respond to emergencies	43	6.0 %
7=Quality of animal control	24	3.4 %
9=None chosen	111	15.6 %
Total	711	100.0 %

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q3a. 2nd choice	Number	Percent
1=Visibility of police in the community	88	12.4 %
2=City's overall efforts to prevent crime	96	13.5 %
3=Enforcement of local traffic laws	68	9.6 %
4=Parking enforcement services	36	5.1 %
5=How quickly police respond to emergencies	99	13.9 %
6=How quickly fire & rescue personnel respond to emergencies	133	18.7 %
7=Quality of animal control	30	4.2 %
9=None chosen	161	22.6 %
Total	711	100.0 %

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q3a. Sum of top 2 choices	Number	Percent
1=Visibility of police in the community	164	23.1 %
2=City's overall efforts to prevent crime	379	53.3 %
3=Enforcement of local traffic laws	126	17.7 %
4=Parking enforcement services	72	10.1 %
5=How quickly police respond to emergencies	179	25.2 %
6=How quickly fire & rescue personnel respond to emergencies	176	24.8 %
7=Quality of animal control	54	7.6 %
9=None chosen	111	15.6 %
Total	1261	

Q4. Communication. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q4-1. Availability of information about City programs & services	20.1%	43.3%	21.9%	7.3%	0.8%	6.5%
Q4-2. City efforts to keep you informed about local issues	17.0%	39.0%	27.1%	10.0%	2.8%	4.1%
Q4-3. Overall quality of content on City's website	11.4%	33.2%	26.9%	5.8%	1.1%	21.7%
Q4-4. Ease of using City's website	9.6%	30.0%	25.6%	11.8%	2.3%	20.8%
Q4-5. Level of public involvement in local decision making	10.1%	20.8%	29.5%	13.5%	9.3%	16.7%
Q4-6. Timeliness of information provided by City	11.7%	30.8%	31.5%	8.3%	3.7%	14.1%

WITHOUT "DON'T KNOW"

Q4. Communication. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q4-1. Availability of information about City programs & services	21.5%	46.3%	23.5%	7.8%	0.9%
Q4-2. City efforts to keep you informed about local issues	17.7%	40.6%	28.3%	10.4%	2.9%
Q4-3. Overall quality of content on City's website	14.5%	42.4%	34.3%	7.4%	1.4%
Q4-4. Ease of using City's website	12.1%	37.8%	32.3%	14.9%	2.8%
Q4-5. Level of public involvement in local decision making	12.2%	25.0%	35.5%	16.2%	11.1%
Q4-6. Timeliness of information provided by City	13.6%	35.8%	36.7%	9.7%	4.3%

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q4a. Top choice	Number	Percent
1=Availability of information about City programs & services	86	12.1 %
2=City efforts to keep you informed about local issues	157	22.1 %
3=Overall quality of content on City's website	32	4.5 %
4=Ease of using City's website	59	8.3 %
5=Level of public involvement in local decision making	195	27.4 %
6=Timeliness of information provided by City	66	9.3 %
9=None chosen	116	16.3 %
Total	711	100.0 %

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q4a. 2nd choice	Number	Percent
1=Availability of information about City programs & services	66	9.3 %
2=City efforts to keep you informed about local issues	165	23.2 %
3=Overall quality of content on City's website	46	6.5 %
4=Ease of using City's website	51	7.2 %
5=Level of public involvement in local decision making	112	15.8 %
6=Timeliness of information provided by City	118	16.6 %
9=None chosen	153	21.5 %
Total	711	100.0 %

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q4a. Sum of top 2 choices	Number	Percent
1=Availability of information about City programs & services	152	21.4 %
2=City efforts to keep you informed about local issues	322	45.3 %
3=Overall quality of content on City's website	78	11.0 %
4=Ease of using City's website	110	15.5 %
5=Level of public involvement in local decision making	307	43.2 %
6=Timeliness of information provided by City	184	25.9 %
9=None chosen	116	16.3 %
Total	1269	

Q5. Streets and Infrastructure. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q5-1. Maintenance of City streets	20.7%	52.7%	17.4%	5.6%	2.4%	1.1%
Q5-2. Maintenance of streets in your neighborhood	19.4%	43.3%	20.1%	10.7%	4.6%	1.8%
Q5-3. Mowing & trimming along City streets & other public areas	21.9%	47.0%	19.3%	7.0%	2.4%	2.4%
Q5-4. Adequacy of City street lighting	15.6%	38.1%	19.4%	19.3%	6.3%	1.3%
Q5-5. Condition of sidewalks in City	15.8%	45.7%	21.0%	8.3%	4.4%	4.9%
Q5-6. Condition of bicycle infrastructure in City	9.3%	25.3%	25.7%	16.9%	4.9%	17.9%
Q5-7. Cleanliness of City streets & public areas	31.8%	51.8%	10.3%	5.3%	0.1%	0.7%
Q5-8. Maintenance of trees in public areas along City streets	24.6%	50.4%	16.2%	5.5%	2.5%	0.8%

WITHOUT "DON'T KNOW"**Q5. Streets and Infrastructure. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q5-1. Maintenance of City streets	20.9%	53.3%	17.6%	5.7%	2.4%
Q5-2. Maintenance of streets in your neighborhood	19.8%	44.1%	20.5%	10.9%	4.7%
Q5-3. Mowing & trimming along City streets & other public areas	22.5%	48.1%	19.7%	7.2%	2.4%
Q5-4. Adequacy of City street lighting	15.8%	38.6%	19.7%	19.5%	6.4%
Q5-5. Condition of sidewalks in City	16.6%	48.1%	22.0%	8.7%	4.6%
Q5-6. Condition of bicycle infrastructure in City	11.3%	30.8%	31.3%	20.5%	6.0%
Q5-7. Cleanliness of City streets & public areas	32.0%	52.1%	10.3%	5.4%	0.1%
Q5-8. Maintenance of trees in public areas along City streets	24.8%	50.8%	16.3%	5.5%	2.6%

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5a. Top choice	Number	Percent
1=Maintenance of City streets	151	21.2 %
2=Maintenance of streets in your neighborhood	97	13.6 %
3=Mowing & trimming along City streets & other public areas	31	4.4 %
4=Adequacy of City street lighting	117	16.5 %
5=Condition of sidewalks in City	41	5.8 %
6=Condition of bicycle infrastructure in City	97	13.6 %
7=Cleanliness of City streets & public areas	36	5.1 %
8=Maintenance of trees in public areas along City streets	45	6.3 %
9=None chosen	96	13.5 %
Total	711	100.0 %

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5a. 2nd choice	Number	Percent
1=Maintenance of City streets	83	11.7 %
2=Maintenance of streets in your neighborhood	78	11.0 %
3=Mowing & trimming along City streets & other public areas	60	8.4 %
4=Adequacy of City street lighting	93	13.1 %
5=Condition of sidewalks in City	68	9.6 %
6=Condition of bicycle infrastructure in City	53	7.5 %
7=Cleanliness of City streets & public areas	69	9.7 %
8=Maintenance of trees in public areas along City streets	67	9.4 %
9=None chosen	140	19.7 %
Total	711	100.0 %

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q5a. Sum of top 2 choices	Number	Percent
1=Maintenance of City streets	234	32.9 %
2=Maintenance of streets in your neighborhood	175	24.6 %
3=Mowing & trimming along City streets & other public areas	91	12.8 %
4=Adequacy of City street lighting	210	29.5 %
5=Condition of sidewalks in City	109	15.3 %
6=Condition of bicycle infrastructure in City	150	21.1 %
7=Cleanliness of City streets & public areas	105	14.8 %
8=Maintenance of trees in public areas along City streets	112	15.8 %
9=None chosen	96	13.5 %
Total	1282	

Q6. Parks and Recreation. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q6-1. Availability of City parks	55.7%	37.0%	4.6%	0.3%	0.0%	2.4%
Q6-2. Condition of City parks	40.4%	47.1%	8.9%	1.0%	0.0%	2.7%
Q6-3. Condition of City beaches	24.9%	39.2%	17.3%	2.8%	0.3%	15.5%
Q6-4. Condition of City docks	16.2%	27.3%	21.2%	7.6%	0.4%	27.3%
Q6-5. Availability of trails & open spaces	42.9%	42.9%	7.3%	1.1%	0.4%	5.3%
Q6-6. Condition of trails & open spaces	35.3%	45.0%	11.0%	2.5%	0.4%	5.8%
Q6-7. Condition of picnic shelters, playgrounds, restrooms in City parks	25.3%	38.1%	19.8%	4.1%	0.3%	12.4%
Q6-8. Condition of City's outdoor athletic fields (e.g. baseball, soccer)	32.5%	37.6%	11.0%	1.4%	0.1%	17.4%
Q6-9. Community & Event Center hours of operation & programming	25.2%	34.3%	16.6%	3.0%	0.4%	20.5%
Q6-10. City recreation programs for youth, adults, & seniors	22.4%	34.2%	18.8%	3.4%	0.1%	21.1%
Q6-11. Special events sponsored by City	24.5%	35.7%	22.5%	1.3%	0.4%	15.6%

WITHOUT "DON'T KNOW"**Q6. Parks and Recreation. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q6-1. Availability of City parks	57.1%	37.9%	4.8%	0.3%	0.0%
Q6-2. Condition of City parks	41.5%	48.4%	9.1%	1.0%	0.0%
Q6-3. Condition of City beaches	29.5%	46.4%	20.5%	3.3%	0.3%
Q6-4. Condition of City docks	22.2%	37.5%	29.2%	10.4%	0.6%
Q6-5. Availability of trails & open spaces	45.3%	45.3%	7.7%	1.2%	0.4%
Q6-6. Condition of trails & open spaces	37.5%	47.8%	11.6%	2.7%	0.4%
Q6-7. Condition of picnic shelters, playgrounds, restrooms in City parks	28.9%	43.5%	22.6%	4.7%	0.3%
Q6-8. Condition of City's outdoor athletic fields (e.g. baseball, soccer)	39.4%	45.5%	13.3%	1.7%	0.2%
Q6-9. Community & Event Center hours of operation & programming	31.7%	43.2%	20.9%	3.7%	0.5%
Q6-10. City recreation programs for youth, adults, & seniors	28.3%	43.3%	23.9%	4.3%	0.2%
Q6-11. Special events sponsored by City	29.0%	42.3%	26.7%	1.5%	0.5%

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q6a. Top choice	Number	Percent
1=Availability of City parks	68	9.6 %
2=Condition of City parks	128	18.0 %
3=Condition of City beaches	36	5.1 %
4=Condition of City docks	44	6.2 %
5=Availability of trails & open spaces	60	8.4 %
6=Condition of trails & open spaces	58	8.2 %
7=Condition of picnic shelters, playgrounds, restrooms in City parks	61	8.6 %
8=Condition of City's outdoor athletic fields (e.g. baseball, soccer)	13	1.8 %
9=Community & Event Center hours of operation & programming	21	3.0 %
10=City recreation programs for youth, adults, & seniors	57	8.0 %
11=Special events sponsored by City	26	3.7 %
99=None chosen	139	19.5 %
Total	711	100.0 %

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q6a. 2nd choice	Number	Percent
1=Availability of City parks	28	3.9 %
2=Condition of City parks	94	13.2 %
3=Condition of City beaches	42	5.9 %
4=Condition of City docks	23	3.2 %
5=Availability of trails & open spaces	39	5.5 %
6=Condition of trails & open spaces	80	11.3 %
7=Condition of picnic shelters, playgrounds, restrooms in City parks	65	9.1 %
8=Condition of City's outdoor athletic fields (e.g. baseball, soccer)	19	2.7 %
9=Community & Event Center hours of operation & programming	34	4.8 %
10=City recreation programs for youth, adults, & seniors	63	8.9 %
11=Special events sponsored by City	52	7.3 %
99=None chosen	172	24.2 %
Total	711	100.0 %

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

<u>Q6a. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
1=Availability of City parks	96	13.5 %
2=Condition of City parks	222	31.2 %
3=Condition of City beaches	78	11.0 %
4=Condition of City docks	67	9.4 %
5=Availability of trails & open spaces	99	13.9 %
6=Condition of trails & open spaces	138	19.4 %
7=Condition of picnic shelters, playgrounds, restrooms in City parks	126	17.7 %
8=Condition of City's outdoor athletic fields (e.g. baseball, soccer)	32	4.5 %
9=Community & Event Center hours of operation & programming	55	7.7 %
10=City recreation programs for youth, adults, & seniors	120	16.9 %
11=Special events sponsored by City	78	11.0 %
99=None chosen	139	19.5 %
Total	1250	

Q7. Utility Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q7-1. Water services	28.6%	42.5%	13.2%	8.2%	2.7%	4.9%
Q7-2. Sewer services	29.3%	46.4%	13.5%	3.8%	1.5%	5.5%
Q7-3. Stormwater (flood prevention) services	23.9%	37.1%	16.7%	6.3%	1.4%	14.5%
Q7-4. Residential curbside trash services	34.3%	46.3%	11.8%	2.1%	0.4%	5.1%
Q7-5. Residential curbside yard/food waste services	34.0%	42.5%	12.8%	2.5%	2.3%	5.9%
Q7-6. Residential curbside recycling services	33.8%	43.6%	13.1%	3.0%	0.8%	5.8%
Q7-7. Spring & fall recycling events	29.4%	38.5%	13.2%	3.1%	0.3%	15.5%

WITHOUT "DON'T KNOW"

Q7. Utility Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q7-1. Water services	30.0%	44.7%	13.9%	8.6%	2.8%
Q7-2. Sewer services	31.0%	49.1%	14.3%	4.0%	1.6%
Q7-3. Stormwater (flood prevention) services	28.0%	43.4%	19.6%	7.4%	1.6%
Q7-4. Residential curbside trash services	36.1%	48.7%	12.4%	2.2%	0.4%
Q7-5. Residential curbside yard/food waste services	36.2%	45.1%	13.6%	2.7%	2.4%
Q7-6. Residential curbside recycling services	35.8%	46.3%	13.9%	3.1%	0.9%
Q7-7. Spring & fall recycling events	34.8%	45.6%	15.6%	3.7%	0.3%

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7a. Top choice	Number	Percent
1=Water services	222	31.2 %
2=Sewer services	38	5.3 %
3=Stormwater (flood prevention) services	94	13.2 %
4=Residential curbside trash services	41	5.8 %
5=Residential curbside yard/food waste services	31	4.4 %
6=Residential curbside recycling services	21	3.0 %
7=Spring & fall recycling events	81	11.4 %
9=None chosen	183	25.7 %
Total	711	100.0 %

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7a. 2nd choice	Number	Percent
1=Water services	82	11.5 %
2=Sewer services	165	23.2 %
3=Stormwater (flood prevention) services	78	11.0 %
4=Residential curbside trash services	21	3.0 %
5=Residential curbside yard/food waste services	32	4.5 %
6=Residential curbside recycling services	44	6.2 %
7=Spring & fall recycling events	47	6.6 %
9=None chosen	242	34.0 %
Total	711	100.0 %

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q7a. Sum of top 2 choices	Number	Percent
1=Water services	304	42.8 %
2=Sewer services	203	28.6 %
3=Stormwater (flood prevention) services	172	24.2 %
4=Residential curbside trash services	62	8.7 %
5=Residential curbside yard/food waste services	63	8.9 %
6=Residential curbside recycling services	65	9.1 %
7=Spring & fall recycling events	128	18.0 %
9=None chosen	183	25.7 %
Total	1180	

Q8. Code Enforcement. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q8-1. Enforcing construction codes & permit requirements	8.6%	17.2%	22.6%	9.4%	6.5%	35.7%
Q8-2. Enforcing clean-up of junk & debris on private property	6.3%	19.1%	25.7%	10.7%	4.2%	33.9%
Q8-3. Enforcing exterior maintenance of residential property	5.2%	22.1%	26.3%	7.6%	2.4%	36.4%
Q8-4. Enforcing exterior maintenance of commercial property	6.5%	26.0%	27.4%	3.0%	0.7%	36.4%

WITHOUT "DON'T KNOW"

Q8. Code Enforcement. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q8-1. Enforcing construction codes & permit requirements	13.3%	26.7%	35.2%	14.7%	10.1%
Q8-2. Enforcing clean-up of junk & debris on private property	9.6%	28.9%	38.9%	16.2%	6.4%
Q8-3. Enforcing exterior maintenance of residential property	8.2%	34.7%	41.4%	11.9%	3.8%
Q8-4. Enforcing exterior maintenance of commercial property	10.2%	40.9%	43.1%	4.6%	1.1%

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q8a. Top choice	Number	Percent
1=Enforcing construction codes & permit requirements	238	33.5 %
2=Enforcing clean-up of junk & debris on private property	133	18.7 %
3=Enforcing exterior maintenance of residential property	52	7.3 %
4=Enforcing exterior maintenance of commercial property	40	5.6 %
9=None chosen	248	34.9 %
Total	711	100.0 %

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q8a. 2nd choice	Number	Percent
1=Enforcing construction codes & permit requirements	56	7.9 %
2=Enforcing clean-up of junk & debris on private property	157	22.1 %
3=Enforcing exterior maintenance of residential property	86	12.1 %
4=Enforcing exterior maintenance of commercial property	95	13.4 %
9=None chosen	317	44.6 %
Total	711	100.0 %

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q8a. Sum of top 2 choices	Number	Percent
1=Enforcing construction codes & permit requirements	294	41.4 %
2=Enforcing clean-up of junk & debris on private property	290	40.8 %
3=Enforcing exterior maintenance of residential property	138	19.4 %
4=Enforcing exterior maintenance of commercial property	135	19.0 %
9=None chosen	248	34.9 %
Total	1105	

Q9. Other Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q9-1. King County Library services	52.7%	27.6%	8.2%	1.8%	0.3%	9.4%
Q9-2. Timeliness of City's permit review & inspections	6.8%	15.0%	21.0%	8.7%	5.1%	43.5%
Q9-3. Shopping at City's Thrift Store (proceeds benefit Youth & Family Services)	34.5%	33.5%	13.4%	2.3%	0.3%	16.2%
Q9-4. Process for dropping off donations at City's Thrift Store	31.4%	31.8%	15.2%	6.3%	1.5%	13.8%

WITHOUT "DON'T KNOW"

Q9. Other Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q9-1. King County Library services	58.2%	30.4%	9.0%	2.0%	0.3%
Q9-2. Timeliness of City's permit review & inspections	11.9%	26.6%	37.1%	15.4%	9.0%
Q9-3. Shopping at City's Thrift Store (proceeds benefit Youth & Family Services)	41.1%	39.9%	15.9%	2.7%	0.3%
Q9-4. Process for dropping off donations at City's Thrift Store	36.4%	36.9%	17.6%	7.3%	1.8%

Q10. Transportation. On a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with following aspects of transportation in the City of Mercer Island.

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1	Don't know 9
Q10-1. Availability of safe biking facilities on Mercer Island	9.6%	21.7%	26.9%	18.3%	3.7%	20.0%
Q10-2. Availability of safe walking facilities on Mercer Island	17.2%	43.7%	19.4%	11.7%	4.5%	3.5%
Q10-3. Access to public transportation on Mercer Island	9.8%	24.9%	25.0%	22.4%	9.6%	8.3%
Q10-4. Ease of travel between Mercer Island & Bellevue/Eastside	13.8%	40.2%	21.2%	14.6%	6.0%	4.1%
Q10-5. Ease of travel between Mercer Island & Seattle	12.0%	30.9%	22.2%	21.5%	10.0%	3.4%
Q10-6. Availability of commuter parking in Town Center	3.9%	9.3%	14.5%	28.4%	30.0%	13.9%
Q10-7. Availability of retail parking in Town Center	9.6%	33.6%	28.6%	15.2%	8.6%	4.5%

WITHOUT "DON'T KNOW"

Q10. Transportation. On a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with following aspects of transportation in the City of Mercer Island. (without "don't know")

(N=711)

	Very satisfied 5	Satisfied 4	Neutral 3	Dissatisfied 2	Very dissatisfied 1
Q10-1. Availability of safe biking facilities on Mercer Island	12.0%	27.1%	33.6%	22.8%	4.6%
Q10-2. Availability of safe walking facilities on Mercer Island	17.8%	45.3%	20.1%	12.1%	4.7%
Q10-3. Access to public transportation on Mercer Island	10.7%	27.1%	27.3%	24.4%	10.4%
Q10-4. Ease of travel between Mercer Island & Bellevue/Eastside	14.4%	41.9%	22.1%	15.2%	6.3%
Q10-5. Ease of travel between Mercer Island & Seattle	12.4%	32.0%	23.0%	22.3%	10.3%
Q10-6. Availability of commuter parking in Town Center	4.6%	10.8%	16.8%	33.0%	34.8%
Q10-7. Availability of retail parking in Town Center	10.0%	35.2%	29.9%	15.9%	9.0%

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q10a. Top choice	Number	Percent
1=Availability of safe biking facilities on Mercer Island	62	8.7 %
2=Availability of safe walking facilities on Mercer Island	56	7.9 %
3=Access to public transportation on Mercer Island	111	15.6 %
4=Ease of travel between Mercer Island & Bellevue/Eastside	39	5.5 %
5=Ease of travel between Mercer Island & Seattle	121	17.0 %
6=Availability of commuter parking in Town Center	205	28.8 %
7=Availability of retail parking in Town Center	44	6.2 %
9=None chosen	73	10.3 %
Total	711	100.0 %

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q10a. 2nd choice	Number	Percent
1=Availability of safe biking facilities on Mercer Island	71	10.0 %
2=Availability of safe walking facilities on Mercer Island	62	8.7 %
3=Access to public transportation on Mercer Island	90	12.7 %
4=Ease of travel between Mercer Island & Bellevue/Eastside	72	10.1 %
5=Ease of travel between Mercer Island & Seattle	106	14.9 %
6=Availability of commuter parking in Town Center	121	17.0 %
7=Availability of retail parking in Town Center	82	11.5 %
9=None chosen	107	15.0 %
Total	711	100.0 %

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q10a. Sum of top 2 choices	Number	Percent
1=Availability of safe biking facilities on Mercer Island	133	18.7 %
2=Availability of safe walking facilities on Mercer Island	118	16.6 %
3=Access to public transportation on Mercer Island	201	28.3 %
4=Ease of travel between Mercer Island & Bellevue/Eastside	111	15.6 %
5=Ease of travel between Mercer Island & Seattle	227	31.9 %
6=Availability of commuter parking in Town Center	326	45.9 %
7=Availability of retail parking in Town Center	126	17.7 %
9=None chosen	73	10.3 %
Total	1315	

Q11. Where do you currently get news and information about City programs, services, and events?

Q11. Where do you currently get news & information about City programs, services, & events	Number	Percent
1=Mercer Island Weekly (City e-newsletter)	267	37.6 %
2=City e-mail update service	196	27.6 %
3=City website	249	35.0 %
4=Attending public meetings	77	10.8 %
5=Cable TV or video streaming City Council meetings	76	10.7 %
6=Mercer Island Reporter	338	47.5 %
7=Social media (e.g. Facebook, Twitter, NextDoor)	325	45.7 %
8=Other	75	10.5 %
Total	1603	

Q11. Other

Q11. Other	Number	Percent
Mailings=	12	16.7 %
Word of mouth=	11	15.3 %
Friends=	7	9.7 %
Instagram for younger population=	7	9.7 %
Seattle Times=	4	5.6 %
Informational email=	4	5.6 %
City mailings=	3	4.2 %
Nextdoor=	3	4.2 %
Friends & neighbors=	2	2.8 %
Hate Nextdoor=	2	2.8 %
Neighbors=	2	2.8 %
Notice of events on streets=	2	2.8 %
Library=	1	1.4 %
Elected officials=	1	1.4 %
Nextdoor terrace emails=	1	1.4 %
Starbucks Center & OFC=	1	1.4 %
Emails from city council member=	1	1.4 %
MI Cycling Group=	1	1.4 %
Flyers=	1	1.4 %
Postings in MICEC Lobby=	1	1.4 %
MI Patach=	1	1.4 %
Newspapers=	1	1.4 %
Mailings & word of mouth=	1	1.4 %
Community Center=	1	1.4 %
City mails of events happening around the city=	1	1.4 %
Total	72	100.0 %

Q12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction?

Q12. What direction do you think Mercer Island is generally going in

	Number	Percent
1=Right direction	429	60.3 %
2=Wrong direction	139	19.5 %
9=Don't know	143	20.1 %
Total	711	100.0 %

WITHOUT "DON'T KNOW"

Q12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction? (without "don't know")

Q12. What direction do you think Mercer Island is generally going in

	Number	Percent
1=Right direction	429	75.5 %
2=Wrong direction	139	24.5 %
Total	568	100.0 %

Q13. How would you rate the job Mercer Island City government does overall?

Q13. How would you rate the job Mercer Island City government does overall

	Number	Percent
1=Excellent	123	17.3 %
2=Good	289	40.6 %
3=Fair	162	22.8 %
4=Poor	79	11.1 %
9=Don't know	58	8.2 %
Total	711	100.0 %

WITHOUT "DON'T KNOW"

Q13. How would you rate the job Mercer Island City government does overall? (without "don't know")

Q13. How would you rate the job Mercer Island City government does overall

	Number	Percent
1=Excellent	123	18.8 %
2=Good	289	44.3 %
3=Fair	162	24.8 %
4=Poor	79	12.1 %
Total	653	100.0 %

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly?

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly

	Number	Percent
1=Excellent	89	12.5 %
2=Good	206	29.0 %
3=Fair	171	24.1 %
4=Poor	139	19.5 %
9=Don't know	106	14.9 %
Total	711	100.0 %

WITHOUT "DON'T KNOW"**Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly? (without "don't know")**

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly

	Number	Percent
1=Excellent	89	14.7 %
2=Good	206	34.0 %
3=Fair	171	28.3 %
4=Poor	139	23.0 %
Total	605	100.0 %

Q15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services?

Q15. Do you think City of Mercer Island provides too many services, too few services, or about the right amount of services

	Number	Percent
1=Too many services	73	10.3 %
2=About the right amount of services	462	65.0 %
3=Too few services	45	6.3 %
9=Don't know	131	18.4 %
Total	711	100.0 %

WITHOUT "DON'T KNOW"**Q15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services? (without "don't know")**

Q15. Do you think City of Mercer Island provides too many services, too few services, or about the right amount of services

	Number	Percent
1=Too many services	73	12.6 %
2=About the right amount of services	462	79.7 %
3=Too few services	45	7.8 %
Total	580	100.0 %

Q16. The City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay (based on a \$1.2 million median assessed value home)?

Q16. Maximum increase in property taxes that you would be willing to pay	Number	Percent
1=Approximately \$28 per month (or \$331 annually)	152	21.4 %
2=Approximately \$21 per month (or \$254 annually)	171	24.1 %
3=Do not increase taxes	307	43.2 %
9=Don't know	81	11.4 %
Total	711	100.0 %

WITHOUT "DON'T KNOW"

Q16. The City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay (based on a \$1.2 million median assessed value home)? (without "don't know")

Q16. Maximum increase in property taxes that you would be willing to pay	Number	Percent
1=Approximately \$28 per month (or \$331 annually)	152	24.1 %
2=Approximately \$21 per month (or \$254 annually)	171	27.1 %
3=Do not increase taxes	307	48.7 %
Total	630	100.0 %

Q16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the City's Thrift Store? Improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund these services from the City's general fund budget in the future.

Q16a. Would you be supportive of adding \$36 more per year to the levy

	Number	Percent
1=Yes	209	64.7 %
2=No	61	18.9 %
9=Don't know	53	16.4 %
Total	323	100.0 %

WITHOUT "DON'T KNOW"

Q16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the City's Thrift Store? Improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund these services from the City's general fund budget in the future. (without "don't know")

Q16a. Would you be supportive of adding \$36 more per year to the levy

	Number	Percent
1=Yes	209	77.4 %
2=No	61	22.6 %
Total	270	100.0 %

Q17. Approximately how many years have you lived on Mercer Island?

Q17. How many years have you lived on Mercer Island	Number	Percent
0-5	159	22.4 %
6-10	88	12.4 %
11-15	70	9.8 %
16-20	87	12.2 %
21-30	106	14.9 %
31+	183	25.7 %
Not provided	18	2.5 %
Total	711	100.0 %

Q18. What is your age?

Q18. Your age	Number	Percent
1=Under 35	97	13.6 %
2=35-44	104	14.6 %
3=45-54	140	19.7 %
4=55-64	142	20.0 %
5=65-74	105	14.8 %
6=75+	88	12.4 %
9=Not provided	35	4.9 %
Total	711	100.0 %

Q19. Are you Hispanic or Latino?

Q19. Are you Hispanic or Latino	Number	Percent
1=Yes	26	3.7 %
2=No	643	90.4 %
9=Not provided	42	5.9 %
Total	711	100.0 %

Q20. Which of the following best describe your race/ethnicity?

Q20. Your race/ethnicity	Number	Percent
1=African American	18	2.5 %
2=Asian/Pacific Islander	126	17.7 %
3=Native American	2	0.3 %
4=White	494	69.5 %
5=Other	13	1.8 %
9=Not provided	58	8.2 %
Total	711	100.0 %

Q20. Other

Q20. Other	Number	Percent
Hispanic/Mexican=	3	37.5 %
South Asian=	2	25.0 %
Latino=	1	12.5 %
African=	1	12.5 %
East European=	1	12.5 %
Total	8	100.0 %

Q21. How many children under age 18 live in your household?

Q21. How many children under 18 live in your household	Number	Percent
0=0	405	57.0 %
1=1	101	14.2 %
2=2	140	19.7 %
3=3	26	3.7 %
4=4	7	1.0 %
5=5+	4	0.6 %
9=Not provided	28	3.9 %
Total	711	100.0 %

Q22. What is your gender?

<u>Q22. Your gender</u>	<u>Number</u>	<u>Percent</u>
1=Male	341	48.0 %
2=Female	343	48.2 %
3=Transgender	3	0.4 %
4=I don't identify as male, female, or transgender	3	0.4 %
9=Not provided	21	3.0 %
Total	711	100.0 %

Q23. Would you say your total annual household income is...

<u>Q23. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
1=Under \$50K	45	6.3 %
2=\$50K to \$99,999	114	16.0 %
3=\$100K to \$199,999	156	21.9 %
4=\$200K to \$499,999	194	27.3 %
5=\$500K to \$999,999	82	11.5 %
6=\$1,000K+	17	2.4 %
9=Not provided	103	14.5 %
Total	711	100.0 %

Section 5

Unweighted Tabular Data

Q1. Perceptions of Mercer Island. Several items that may influence your perception of the City of Mercer Island are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q1-1. Overall quality of services provided by City of Mercer Island	24.6%	49.8%	16.6%	4.1%	1.1%	3.8%
Q1-2. Overall quality of life in City	42.8%	46.4%	7.2%	1.7%	0.6%	1.4%
Q1-3. Overall quality of shopping & retail options on Mercer Island	7.5%	29.7%	34.7%	19.8%	7.0%	1.3%
Q1-4. Overall quality of dining options on Mercer Island	4.8%	18.1%	35.9%	28.1%	10.8%	2.3%
Q1-5. Overall feeling of safety in City	54.3%	39.2%	5.1%	0.3%	0.1%	1.0%
Q1-6. Mercer Island as a place to live	59.8%	34.7%	3.4%	1.4%	0.0%	0.7%
Q1-7. Mercer Island as a place to raise children	58.4%	28.3%	5.5%	1.0%	0.3%	6.6%
Q1-8. Mercer Island as a place to retire	28.7%	24.5%	22.5%	10.7%	4.1%	9.6%
Q1-9. Mercer Island as a place to operate a business	4.4%	8.6%	29.8%	8.9%	3.5%	44.9%
Q1-10. Mercer Island as an inclusive community	14.6%	30.2%	34.5%	11.4%	2.1%	7.2%

Q1. Perceptions of Mercer Island. Several items that may influence your perception of the City of Mercer Island are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q1-1. Overall quality of services provided by City of Mercer Island	25.6%	51.8%	17.3%	4.2%	1.2%
Q1-2. Overall quality of life in City	43.4%	47.1%	7.3%	1.7%	0.6%
Q1-3. Overall quality of shopping & retail options on Mercer Island	7.5%	30.1%	35.2%	20.1%	7.1%
Q1-4. Overall quality of dining options on Mercer Island	4.9%	18.6%	36.7%	28.8%	11.1%
Q1-5. Overall feeling of safety in City	54.8%	39.6%	5.1%	0.3%	0.1%
Q1-6. Mercer Island as a place to live	60.2%	35.0%	3.4%	1.4%	0.0%
Q1-7. Mercer Island as a place to raise children	62.5%	30.3%	5.9%	1.1%	0.3%
Q1-8. Mercer Island as a place to retire	31.7%	27.1%	24.9%	11.8%	4.5%
Q1-9. Mercer Island as a place to operate a business	7.9%	15.6%	54.1%	16.1%	6.4%
Q1-10. Mercer Island as an inclusive community	15.8%	32.6%	37.1%	12.3%	2.3%

Q2. Major Categories of City Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q2-1. Police services	42.3%	41.4%	9.1%	2.4%	1.3%	3.5%
Q2-2. Fire & emergency medical services	53.4%	32.5%	4.4%	0.6%	0.1%	9.0%
Q2-3. Emergency preparedness services	30.4%	33.5%	13.4%	2.3%	0.6%	20.0%
Q2-4. City parks, trails, & open-space	49.8%	37.6%	8.6%	2.0%	0.6%	1.5%
Q2-5. Maintenance of City streets & rights-of-way	28.4%	45.0%	15.2%	8.2%	2.4%	0.8%
Q2-6. Water, sewer, & stormwater utility services	23.1%	41.9%	21.8%	7.6%	1.8%	3.8%
Q2-7. Enforcement of City codes & ordinances	14.6%	28.4%	24.1%	9.1%	3.8%	20.0%
Q2-8. Youth & family services, which includes mental health services in public schools	25.7%	25.2%	19.5%	1.3%	0.4%	27.8%
Q2-9. Recreation programs & special events	26.3%	41.6%	20.7%	2.1%	0.3%	9.0%
Q2-10. Customer service you receive from City employees	26.0%	34.0%	19.7%	5.6%	0.8%	13.8%
Q2-11. Efforts to sustain environmental quality	23.1%	36.7%	23.1%	5.6%	2.1%	9.4%
Q2-12. City communications	19.8%	37.8%	25.2%	10.0%	2.0%	5.2%
Q2-13. Efforts by City to regulate development on the Island	8.7%	19.8%	26.2%	21.8%	14.9%	8.6%
Q2-14. Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	7.2%	19.3%	26.4%	9.4%	7.7%	30.0%

Q2. Major Categories of City Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q2-1. Police services	43.9%	42.9%	9.5%	2.5%	1.3%
Q2-2. Fire & emergency medical services	58.7%	35.7%	4.8%	0.6%	0.2%
Q2-3. Emergency preparedness services	38.0%	41.8%	16.7%	2.8%	0.7%
Q2-4. City parks, trails, & open-space	50.6%	38.1%	8.7%	2.0%	0.6%
Q2-5. Maintenance of City streets & rights-of-way	28.7%	45.4%	15.3%	8.2%	2.4%
Q2-6. Water, sewer, & stormwater utility services	24.0%	43.6%	22.7%	7.9%	1.9%
Q2-7. Enforcement of City codes & ordinances	18.3%	35.5%	30.1%	11.4%	4.7%
Q2-8. Youth & family services, which includes mental health services in public schools	35.7%	34.9%	27.1%	1.8%	0.6%
Q2-9. Recreation programs & special events	28.9%	45.7%	22.7%	2.3%	0.3%
Q2-10. Customer service you receive from City employees	30.2%	39.5%	22.8%	6.5%	1.0%
Q2-11. Efforts to sustain environmental quality	25.5%	40.5%	25.5%	6.2%	2.3%
Q2-12. City communications	20.9%	39.9%	26.6%	10.5%	2.1%
Q2-13. Efforts by City to regulate development on the Island	9.5%	21.7%	28.6%	23.8%	16.3%
Q2-14. Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	10.2%	27.5%	37.8%	13.5%	11.0%

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. Top choice	Number	Percent
Police services	64	9.0 %
Fire & emergency medical services	33	4.6 %
Emergency preparedness services	27	3.8 %
City parks, trails, & open space	51	7.2 %
Maintenance of City streets & rights-of-way	60	8.4 %
Water, sewer, & stormwater utility services	46	6.5 %
Enforcement of City codes & ordinances	22	3.1 %
Youth & family services, which includes mental health services in public schools	38	5.3 %
Recreation programs & special events	3	0.4 %
Customer service you receive from City employees	9	1.3 %
Efforts to sustain environmental quality	34	4.8 %
City communications	13	1.8 %
Efforts by City to regulate development on the Island	179	25.2 %
Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	29	4.1 %
None chosen	103	14.5 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. 2nd choice	Number	Percent
Police services	32	4.5 %
Fire & emergency medical services	45	6.3 %
Emergency preparedness services	36	5.1 %
City parks, trails, & open space	63	8.9 %
Maintenance of City streets & rights-of-way	69	9.7 %
Water, sewer, & stormwater utility services	53	7.5 %
Enforcement of City codes & ordinances	22	3.1 %
Youth & family services, which includes mental health services in public schools	41	5.8 %
Recreation programs & special events	21	3.0 %
Customer service you receive from City employees	12	1.7 %
Efforts to sustain environmental quality	49	6.9 %
City communications	21	3.0 %
Efforts by City to regulate development on the Island	95	13.4 %
Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	37	5.2 %
None chosen	115	16.2 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q2a. 3rd choice	Number	Percent
Police services	31	4.4 %
Fire & emergency medical services	23	3.2 %
Emergency preparedness services	47	6.6 %
City parks, trails, & open space	52	7.3 %
Maintenance of City streets & rights-of-way	62	8.7 %
Water, sewer, & stormwater utility services	35	4.9 %
Enforcement of City codes & ordinances	43	6.0 %
Youth & family services, which includes mental health services in public schools	35	4.9 %
Recreation programs & special events	36	5.1 %
Customer service you receive from City employees	8	1.1 %
Efforts to sustain environmental quality	65	9.1 %
City communications	30	4.2 %
Efforts by City to regulate development on the Island	64	9.0 %
Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	28	3.9 %
None chosen	152	21.4 %
Total	711	100.0 %

Q2a. Which THREE of the major categories of City services listed in Question 2 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 3)

Q2a. Top choice	Number	Percent
Police services	127	17.9 %
Fire & emergency medical services	101	14.2 %
Emergency preparedness services	110	15.5 %
City parks, trails, & open space	166	23.3 %
Maintenance of City streets & rights-of-way	191	26.9 %
Water, sewer, & stormwater utility services	134	18.8 %
Enforcement of City codes & ordinances	87	12.2 %
Youth & family services, which includes mental health services in public schools	114	16.0 %
Recreation programs & special events	60	8.4 %
Customer service you receive from City employees	29	4.1 %
Efforts to sustain environmental quality	148	20.8 %
City communications	64	9.0 %
Efforts by City to regulate development on the Island	338	47.5 %
Permitting & inspection services (e.g. issuing building, electrical, plumbing, & mechanical permits)	94	13.2 %
None chosen	103	14.5 %
Total	1866	

Q3. Public Safety. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q3-1. Visibility of police in the community	38.0%	47.4%	10.3%	1.5%	0.8%	2.0%
Q3-2. City's overall efforts to prevent crime	31.5%	44.3%	12.5%	2.5%	0.7%	8.4%
Q3-3. Enforcement of local traffic laws	24.9%	42.6%	18.7%	6.2%	1.8%	5.8%
Q3-4. Parking enforcement services	16.7%	28.8%	24.6%	3.2%	1.7%	24.9%
Q3-5. How quickly police respond to emergencies	33.2%	31.8%	8.4%	1.4%	0.1%	25.0%
Q3-6. How quickly fire & rescue personnel respond to emergencies	45.4%	25.5%	5.5%	0.4%	0.1%	23.1%
Q3-7. Quality of animal control	13.1%	20.5%	21.2%	5.2%	2.7%	37.3%

Q3. Public Safety. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q3-1. Visibility of police in the community	38.7%	48.4%	10.5%	1.6%	0.9%
Q3-2. City's overall efforts to prevent crime	34.4%	48.4%	13.7%	2.8%	0.8%
Q3-3. Enforcement of local traffic laws	26.4%	45.2%	19.9%	6.6%	1.9%
Q3-4. Parking enforcement services	22.3%	38.4%	32.8%	4.3%	2.2%
Q3-5. How quickly police respond to emergencies	44.3%	42.4%	11.3%	1.9%	0.2%
Q3-6. How quickly fire & rescue personnel respond to emergencies	59.0%	33.1%	7.1%	0.5%	0.2%
Q3-7. Quality of animal control	20.9%	32.7%	33.9%	8.3%	4.3%

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q3a. Top choice	Number	Percent
Visibility of police in the community	75	10.5 %
City's overall efforts to prevent crime	273	38.4 %
Enforcement of local traffic laws	54	7.6 %
Parking enforcement services	34	4.8 %
How quickly police respond to emergencies	81	11.4 %
How quickly fire & rescue personnel respond to emergencies	40	5.6 %
Quality of animal control	31	4.4 %
None chosen	123	17.3 %
Total	711	100.0 %

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q3a. 2nd choice	Number	Percent
Visibility of police in the community	65	9.1 %
City's overall efforts to prevent crime	102	14.3 %
Enforcement of local traffic laws	61	8.6 %
Parking enforcement services	35	4.9 %
How quickly police respond to emergencies	106	14.9 %
How quickly fire & rescue personnel respond to emergencies	134	18.8 %
Quality of animal control	36	5.1 %
None chosen	172	24.2 %
Total	711	100.0 %

Q3a. Which TWO of the items listed in Question 3 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q3a. Top choice	Number	Percent
Visibility of police in the community	140	19.7 %
City's overall efforts to prevent crime	375	52.7 %
Enforcement of local traffic laws	115	16.2 %
Parking enforcement services	69	9.7 %
How quickly police respond to emergencies	187	26.3 %
How quickly fire & rescue personnel respond to emergencies	174	24.5 %
Quality of animal control	67	9.4 %
None chosen	123	17.3 %
Total	1250	

Q4. Communication. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q4-1. Availability of information about City programs & services	18.8%	45.6%	22.5%	6.2%	0.7%	6.2%
Q4-2. City efforts to keep you informed about local issues	18.0%	42.6%	24.2%	8.7%	2.5%	3.9%
Q4-3. Overall quality of content on City's website	12.0%	32.1%	28.0%	4.9%	1.1%	21.9%
Q4-4. Ease of using City's website	9.7%	28.8%	27.3%	9.8%	1.7%	22.6%
Q4-5. Level of public involvement in local decision making	7.7%	22.1%	28.3%	16.0%	9.6%	16.3%
Q4-6. Timeliness of information provided by City	11.3%	30.2%	32.6%	8.7%	3.9%	13.2%

Q4. Communication. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q4-1. Availability of information about City programs & services	20.1%	48.6%	24.0%	6.6%	0.7%
Q4-2. City efforts to keep you informed about local issues	18.7%	44.4%	25.2%	9.1%	2.6%
Q4-3. Overall quality of content on City's website	15.3%	41.1%	35.9%	6.3%	1.4%
Q4-4. Ease of using City's website	12.5%	37.3%	35.3%	12.7%	2.2%
Q4-5. Level of public involvement in local decision making	9.2%	26.4%	33.8%	19.2%	11.4%
Q4-6. Timeliness of information provided by City	13.0%	34.8%	37.6%	10.0%	4.5%

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q4a. Top choice	Number	Percent
Availability of information about City programs & services	88	12.4 %
City efforts to keep you informed about local issues	151	21.2 %
Overall quality of content on City's website	24	3.4 %
Ease of using City's website	46	6.5 %
Level of public involvement in local decision making	225	31.6 %
Timeliness of information provided by City	53	7.5 %
None chosen	124	17.4 %
Total	711	100.0 %

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q4a. 2nd choice	Number	Percent
Availability of information about City programs & services	67	9.4 %
City efforts to keep you informed about local issues	157	22.1 %
Overall quality of content on City's website	38	5.3 %
Ease of using City's website	52	7.3 %
Level of public involvement in local decision making	103	14.5 %
Timeliness of information provided by City	127	17.9 %
None chosen	167	23.5 %
Total	711	100.0 %

Q4a. Which TWO of the items listed in Question 4 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q4a. Top choice	Number	Percent
Availability of information about City programs & services	155	21.8 %
City efforts to keep you informed about local issues	308	43.3 %
Overall quality of content on City's website	62	8.7 %
Ease of using City's website	98	13.8 %
Level of public involvement in local decision making	328	46.1 %
Timeliness of information provided by City	180	25.3 %
None chosen	124	17.4 %
Total	1255	

Q5. Streets and Infrastructure. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q5-1. Maintenance of City streets	19.4%	52.9%	17.6%	6.2%	2.1%	1.8%
Q5-2. Maintenance of streets in your neighborhood	18.1%	45.9%	18.8%	10.1%	4.5%	2.5%
Q5-3. Mowing & trimming along City streets & other public areas	19.8%	50.5%	18.7%	6.8%	2.0%	2.3%
Q5-4. Adequacy of City street lighting	15.3%	38.7%	19.4%	18.8%	5.9%	1.8%
Q5-5. Condition of sidewalks in City	15.3%	42.9%	23.1%	9.7%	4.1%	4.9%
Q5-6. Condition of bicycle infrastructure in City	9.6%	24.9%	27.6%	15.5%	4.9%	17.6%
Q5-7. Cleanliness of City streets & public areas	28.8%	53.6%	12.1%	4.2%	0.3%	1.0%
Q5-8. Maintenance of trees in public areas along City streets	22.8%	50.2%	16.9%	6.2%	2.5%	1.4%

Q5. Streets and Infrastructure. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q5-1. Maintenance of City streets	19.8%	53.9%	17.9%	6.3%	2.1%
Q5-2. Maintenance of streets in your neighborhood	18.6%	47.0%	19.3%	10.4%	4.6%
Q5-3. Mowing & trimming along City streets & other public areas	20.3%	51.7%	19.1%	6.9%	2.0%
Q5-4. Adequacy of City street lighting	15.6%	39.4%	19.8%	19.2%	6.0%
Q5-5. Condition of sidewalks in City	16.1%	45.1%	24.3%	10.2%	4.3%
Q5-6. Condition of bicycle infrastructure in City	11.6%	30.2%	33.4%	18.8%	6.0%
Q5-7. Cleanliness of City streets & public areas	29.1%	54.1%	12.2%	4.3%	0.3%
Q5-8. Maintenance of trees in public areas along City streets	23.1%	50.9%	17.1%	6.3%	2.6%

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5a. Top choice	Number	Percent
Maintenance of City streets	149	21.0 %
Maintenance of streets in your neighborhood	92	12.9 %
Mowing & trimming along City streets & other public areas	35	4.9 %
Adequacy of City street lighting	112	15.8 %
Condition of sidewalks in City	51	7.2 %
Condition of bicycle infrastructure in City	87	12.2 %
Cleanliness of City streets & public areas	36	5.1 %
Maintenance of trees in public areas along City streets	44	6.2 %
None chosen	105	14.8 %
Total	711	100.0 %

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q5a. 2nd choice	Number	Percent
Maintenance of City streets	85	12.0 %
Maintenance of streets in your neighborhood	75	10.5 %
Mowing & trimming along City streets & other public areas	49	6.9 %
Adequacy of City street lighting	90	12.7 %
Condition of sidewalks in City	68	9.6 %
Condition of bicycle infrastructure in City	57	8.0 %
Cleanliness of City streets & public areas	66	9.3 %
Maintenance of trees in public areas along City streets	73	10.3 %
None chosen	148	20.8 %
Total	711	100.0 %

Q5a. Which TWO of the items listed in Question 5 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q5a. Top choice	Number	Percent
Maintenance of City streets	234	32.9 %
Maintenance of streets in your neighborhood	167	23.5 %
Mowing & trimming along City streets & other public areas	84	11.8 %
Adequacy of City street lighting	202	28.4 %
Condition of sidewalks in City	119	16.7 %
Condition of bicycle infrastructure in City	144	20.3 %
Cleanliness of City streets & public areas	102	14.3 %
Maintenance of trees in public areas along City streets	117	16.5 %
None chosen	105	14.8 %
Total	1274	

Q6. Parks and Recreation. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q6-1. Availability of City parks	53.3%	38.4%	4.1%	0.6%	0.1%	3.5%
Q6-2. Condition of City parks	39.9%	47.0%	8.0%	1.3%	0.1%	3.7%
Q6-3. Condition of City beaches	23.3%	38.4%	16.9%	3.4%	0.6%	17.4%
Q6-4. Condition of City docks	16.0%	25.5%	21.5%	6.5%	0.8%	29.7%
Q6-5. Availability of trails & open spaces	42.2%	42.2%	8.0%	1.4%	0.3%	5.9%
Q6-6. Condition of trails & open spaces	34.3%	44.4%	11.8%	2.0%	0.3%	7.2%
Q6-7. Condition of picnic shelters, playgrounds, restrooms in City parks	24.3%	41.1%	17.2%	2.8%	0.1%	14.5%
Q6-8. Condition of City's outdoor athletic fields (e.g. baseball, soccer)	29.4%	37.7%	11.4%	1.1%	0.1%	20.3%
Q6-9. Community & Event Center hours of operation & programming	24.1%	35.4%	17.0%	2.8%	0.4%	20.3%
Q6-10. City recreation programs for youth, adults, & seniors	23.3%	35.0%	17.3%	3.1%	0.3%	21.0%
Q6-11. Special events sponsored by City	23.8%	38.0%	20.8%	1.7%	0.4%	15.3%

Q6. Parks and Recreation. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q6-1. Availability of City parks	55.2%	39.8%	4.2%	0.6%	0.1%
Q6-2. Condition of City parks	41.5%	48.8%	8.3%	1.3%	0.1%
Q6-3. Condition of City beaches	28.3%	46.5%	20.4%	4.1%	0.7%
Q6-4. Condition of City docks	22.8%	36.2%	30.6%	9.2%	1.2%
Q6-5. Availability of trails & open spaces	44.8%	44.8%	8.5%	1.5%	0.3%
Q6-6. Condition of trails & open spaces	37.0%	47.9%	12.7%	2.1%	0.3%
Q6-7. Condition of picnic shelters, playgrounds, restrooms in City parks	28.5%	48.0%	20.1%	3.3%	0.2%
Q6-8. Condition of City's outdoor athletic fields (e.g. baseball, soccer)	36.9%	47.3%	14.3%	1.4%	0.2%
Q6-9. Community & Event Center hours of operation & programming	30.2%	44.4%	21.3%	3.5%	0.5%
Q6-10. City recreation programs for youth, adults, & seniors	29.5%	44.3%	21.9%	3.9%	0.4%
Q6-11. Special events sponsored by City	28.1%	44.9%	24.6%	2.0%	0.5%

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q6a. Top choice	Number	Percent
Availability of City parks	66	9.3 %
Condition of City parks	124	17.4 %
Condition of City beaches	39	5.5 %
Condition of City docks	29	4.1 %
Availability of trails & open spaces	55	7.7 %
Condition of trails & open spaces	65	9.1 %
Condition of picnic shelters, playgrounds, restrooms in City parks	54	7.6 %
Condition of City's outdoor athletic fields (e.g. baseball, soccer)	17	2.4 %
Community & Event Center hours of operation & programming	26	3.7 %
City recreation programs for youth, adults, & seniors	58	8.2 %
Special events sponsored by City	24	3.4 %
None chosen	154	21.7 %
Total	711	100.0 %

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q6a. 2nd choice	Number	Percent
Availability of City parks	28	3.9 %
Condition of City parks	80	11.3 %
Condition of City beaches	44	6.2 %
Condition of City docks	25	3.5 %
Availability of trails & open spaces	46	6.5 %
Condition of trails & open spaces	77	10.8 %
Condition of picnic shelters, playgrounds, restrooms in City parks	71	10.0 %
Condition of City's outdoor athletic fields (e.g. baseball, soccer)	17	2.4 %
Community & Event Center hours of operation & programming	29	4.1 %
City recreation programs for youth, adults, & seniors	60	8.4 %
Special events sponsored by City	45	6.3 %
None chosen	189	26.6 %
Total	711	100.0 %

Q6a. Which TWO of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q6a. Top choice	Number	Percent
Availability of City parks	94	13.2 %
Condition of City parks	204	28.7 %
Condition of City beaches	83	11.7 %
Condition of City docks	54	7.6 %
Availability of trails & open spaces	101	14.2 %
Condition of trails & open spaces	142	20.0 %
Condition of picnic shelters, playgrounds, restrooms in City parks	125	17.6 %
Condition of City's outdoor athletic fields (e.g. baseball, soccer)	34	4.8 %
Community & Event Center hours of operation & programming	55	7.7 %
City recreation programs for youth, adults, & seniors	118	16.6 %
Special events sponsored by City	69	9.7 %
None chosen	154	21.7 %
Total	1233	

Q7. Utility Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q7-1. Water services	26.2%	43.2%	13.8%	7.7%	3.4%	5.8%
Q7-2. Sewer services	27.3%	46.1%	15.6%	3.1%	1.4%	6.5%
Q7-3. Stormwater (flood prevention) services	22.8%	37.1%	19.0%	5.5%	1.7%	13.9%
Q7-4. Residential curbside trash services	34.0%	45.6%	11.8%	2.1%	0.4%	6.0%
Q7-5. Residential curbside yard/food waste services	33.8%	43.2%	12.1%	2.7%	1.3%	7.0%
Q7-6. Residential curbside recycling services	33.6%	43.3%	12.0%	3.2%	0.8%	7.0%
Q7-7. Spring & fall recycling events	31.9%	37.7%	13.1%	2.8%	0.3%	14.2%

Q7. Utility Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q7-1. Water services	27.8%	45.8%	14.6%	8.2%	3.6%
Q7-2. Sewer services	29.2%	49.3%	16.7%	3.3%	1.5%
Q7-3. Stormwater (flood prevention) services	26.5%	43.1%	22.1%	6.4%	2.0%
Q7-4. Residential curbside trash services	36.2%	48.5%	12.6%	2.2%	0.4%
Q7-5. Residential curbside yard/food waste services	36.3%	46.4%	13.0%	2.9%	1.4%
Q7-6. Residential curbside recycling services	36.2%	46.6%	12.9%	3.5%	0.9%
Q7-7. Spring & fall recycling events	37.2%	43.9%	15.2%	3.3%	0.3%

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7a. Top choice	Number	Percent
Water services	224	31.5 %
Sewer services	34	4.8 %
Stormwater (flood prevention) services	105	14.8 %
Residential curbside trash services	36	5.1 %
Residential curbside yard/food waste services	22	3.1 %
Residential curbside recycling services	20	2.8 %
Spring & fall recycling events	80	11.3 %
None chosen	190	26.7 %
Total	711	100.0 %

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q7a. 2nd choice	Number	Percent
Water services	77	10.8 %
Sewer services	157	22.1 %
Stormwater (flood prevention) services	69	9.7 %
Residential curbside trash services	28	3.9 %
Residential curbside yard/food waste services	35	4.9 %
Residential curbside recycling services	37	5.2 %
Spring & fall recycling events	52	7.3 %
None chosen	256	36.0 %
Total	711	100.0 %

Q7a. Which TWO of the items listed in Question 7 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q7a. Top choice	Number	Percent
Water services	301	42.3 %
Sewer services	191	26.9 %
Stormwater (flood prevention) services	174	24.5 %
Residential curbside trash services	64	9.0 %
Residential curbside yard/food waste services	57	8.0 %
Residential curbside recycling services	57	8.0 %
Spring & fall recycling events	132	18.6 %
None chosen	190	26.7 %
Total	1166	

Q8. Code Enforcement. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q8-1. Enforcing construction codes & permit requirements	7.6%	16.2%	22.9%	10.3%	6.5%	36.6%
Q8-2. Enforcing clean-up of junk & debris on private property	5.6%	16.3%	27.8%	10.8%	3.8%	35.6%
Q8-3. Enforcing exterior maintenance of residential property	6.5%	18.1%	29.1%	8.2%	2.3%	35.9%
Q8-4. Enforcing exterior maintenance of commercial property	7.9%	22.1%	28.8%	3.5%	0.8%	36.8%

Q8. Code Enforcement. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q8-1. Enforcing construction codes & permit requirements	12.0%	25.5%	36.1%	16.2%	10.2%
Q8-2. Enforcing clean-up of junk & debris on private property	8.7%	25.3%	43.2%	16.8%	5.9%
Q8-3. Enforcing exterior maintenance of residential property	10.1%	28.3%	45.4%	12.7%	3.5%
Q8-4. Enforcing exterior maintenance of commercial property	12.5%	35.0%	45.7%	5.6%	1.3%

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q8a. Top choice	Number	Percent
Enforcing construction codes & permit requirements	235	33.1 %
Enforcing clean-up of junk & debris on private property	141	19.8 %
Enforcing exterior maintenance of residential property	47	6.6 %
Enforcing exterior maintenance of commercial property	40	5.6 %
None chosen	248	34.9 %
Total	711	100.0 %

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q8a. 2nd choice	Number	Percent
Enforcing construction codes & permit requirements	46	6.5 %
Enforcing clean-up of junk & debris on private property	152	21.4 %
Enforcing exterior maintenance of residential property	86	12.1 %
Enforcing exterior maintenance of commercial property	112	15.8 %
None chosen	315	44.3 %
Total	711	100.0 %

Q8a. Which TWO of the items listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q8a. Top choice	Number	Percent
Enforcing construction codes & permit requirements	281	39.5 %
Enforcing clean-up of junk & debris on private property	293	41.2 %
Enforcing exterior maintenance of residential property	133	18.7 %
Enforcing exterior maintenance of commercial property	152	21.4 %
None chosen	248	34.9 %
Total	1107	

Q9. Other Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q9-1. King County Library services	53.9%	26.4%	8.3%	2.0%	0.1%	9.3%
Q9-2. Timeliness of City's permit review & inspections	7.5%	14.1%	20.8%	9.0%	5.3%	43.3%
Q9-3. Shopping at City's Thrift Store (proceeds benefit Youth & Family Services)	35.4%	34.0%	13.1%	2.3%	0.3%	14.9%
Q9-4. Process for dropping off donations at City's Thrift Store	31.6%	35.0%	14.9%	6.0%	1.1%	11.3%

Q9. Other Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q9-1. King County Library services	59.4%	29.1%	9.1%	2.2%	0.2%
Q9-2. Timeliness of City's permit review & inspections	13.2%	24.8%	36.7%	15.9%	9.4%
Q9-3. Shopping at City's Thrift Store (proceeds benefit Youth & Family Services)	41.7%	40.0%	15.4%	2.6%	0.3%
Q9-4. Process for dropping off donations at City's Thrift Store	35.7%	39.5%	16.8%	6.8%	1.3%

Q10. Transportation. On a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with following aspects of transportation in the City of Mercer Island.

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q10-1. Availability of safe biking facilities on Mercer Island	10.1%	21.7%	25.5%	18.0%	4.1%	20.7%
Q10-2. Availability of safe walking facilities on Mercer Island	17.2%	41.4%	19.4%	13.8%	3.7%	4.6%
Q10-3. Access to public transportation on Mercer Island	9.4%	22.2%	25.0%	22.8%	11.3%	9.3%
Q10-4. Ease of travel between Mercer Island & Bellevue/Eastside	11.7%	38.5%	24.6%	14.9%	5.3%	4.9%
Q10-5. Ease of travel between Mercer Island & Seattle	10.7%	29.0%	21.7%	23.8%	11.0%	3.9%
Q10-6. Availability of commuter parking in Town Center	3.1%	8.2%	15.2%	26.7%	33.2%	13.6%
Q10-7. Availability of retail parking in Town Center	8.3%	34.5%	26.2%	17.3%	9.1%	4.6%

Q10. Transportation. On a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with following aspects of transportation in the City of Mercer Island. (without "don't know")

(N=711)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q10-1. Availability of safe biking facilities on Mercer Island	12.8%	27.3%	32.1%	22.7%	5.1%
Q10-2. Availability of safe walking facilities on Mercer Island	18.0%	43.4%	20.4%	14.5%	3.8%
Q10-3. Access to public transportation on Mercer Island	10.4%	24.5%	27.6%	25.1%	12.4%
Q10-4. Ease of travel between Mercer Island & Bellevue/Eastside	12.3%	40.5%	25.9%	15.7%	5.6%
Q10-5. Ease of travel between Mercer Island & Seattle	11.1%	30.2%	22.5%	24.7%	11.4%
Q10-6. Availability of commuter parking in Town Center	3.6%	9.4%	17.6%	30.9%	38.4%
Q10-7. Availability of retail parking in Town Center	8.7%	36.1%	27.4%	18.1%	9.6%

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q10a. Top choice	Number	Percent
Availability of safe biking facilities on Mercer Island	59	8.3 %
Availability of safe walking facilities on Mercer Island	61	8.6 %
Access to public transportation on Mercer Island	108	15.2 %
Ease of travel between Mercer Island & Bellevue/Eastside	39	5.5 %
Ease of travel between Mercer Island & Seattle	108	15.2 %
Availability of commuter parking in Town Center	218	30.7 %
Availability of retail parking in Town Center	42	5.9 %
None chosen	76	10.7 %
Total	711	100.0 %

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q10a. 2nd choice	Number	Percent
Availability of safe biking facilities on Mercer Island	68	9.6 %
Availability of safe walking facilities on Mercer Island	61	8.6 %
Access to public transportation on Mercer Island	89	12.5 %
Ease of travel between Mercer Island & Bellevue/Eastside	63	8.9 %
Ease of travel between Mercer Island & Seattle	101	14.2 %
Availability of commuter parking in Town Center	126	17.7 %
Availability of retail parking in Town Center	93	13.1 %
None chosen	110	15.5 %
Total	711	100.0 %

Q10a. Which TWO of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q10a. Top choice	Number	Percent
Availability of safe biking facilities on Mercer Island	127	17.9 %
Availability of safe walking facilities on Mercer Island	122	17.2 %
Access to public transportation on Mercer Island	197	27.7 %
Ease of travel between Mercer Island & Bellevue/Eastside	102	14.3 %
Ease of travel between Mercer Island & Seattle	209	29.4 %
Availability of commuter parking in Town Center	344	48.4 %
Availability of retail parking in Town Center	135	19.0 %
None chosen	76	10.7 %
Total	1312	

Q11. Where do you currently get news and information about City programs, services, and events?

Q11. Where do you currently get news & information about City programs, services, & events	Number	Percent
Mercer Island Weekly (City e-newsletter)	284	39.9 %
City e-mail update service	208	29.3 %
City website	237	33.3 %
Attending public meetings	85	12.0 %
Cable TV or video streaming City Council meetings	81	11.4 %
Mercer Island Reporter	390	54.9 %
Social media (e.g. Facebook, Twitter, NextDoor)	305	42.9 %
Other	76	10.7 %
Total	1666	

Q11. Other

Q11. Other	Number	Percent
Word of mouth	15	20.3 %
Mailings	14	18.9 %
Friends	5	6.8 %
Neighbors	4	5.4 %
Friends & neighbors	3	4.1 %
Seattle Times	3	4.1 %
Nextdoor	3	4.1 %
Community Center	2	2.7 %
Flyers	2	2.7 %
City mailings	2	2.7 %
Chamber of Commerce	1	1.4 %
Newspapers	1	1.4 %
Library	1	1.4 %
MI Patach	1	1.4 %
Elected officials	1	1.4 %
Hate Nextdoor	1	1.4 %
Postings in MICEC Lobby	1	1.4 %
Starbucks Center & OFC	1	1.4 %
Emails from city council member	1	1.4 %
Instagram for younger population	1	1.4 %
MI Cycling Group	1	1.4 %
Informational email	1	1.4 %
Friends, word of mouth	1	1.4 %
Nextdoor terrace emails	1	1.4 %
Mailings & word of mouth	1	1.4 %
Notice of events on streets	1	1.4 %
Organizational newsletter, historical society, City parks and rec	1	1.4 %
Friends & church	1	1.4 %
Council eblasts	1	1.4 %
MIYFS	1	1.4 %
City mails of events happening around the city	1	1.4 %
Total	74	100.0 %

Q12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction?

Q12. What direction do you think Mercer Island is generally going in	Number	Percent
Right direction	394	55.4 %
Wrong direction	163	22.9 %
Don't know	154	21.7 %
Total	711	100.0 %

Q12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction? (without "don't know")

Q12. What direction do you think Mercer Island is generally going in	Number	Percent
Right direction	394	70.7 %
Wrong direction	163	29.3 %
Total	557	100.0 %

Q13. How would you rate the job Mercer Island City government does overall?

Q13. How would you rate the job Mercer Island City government does overall	Number	Percent
Excellent	107	15.0 %
Good	298	41.9 %
Fair	175	24.6 %
Poor	76	10.7 %
Don't know	55	7.7 %
Total	711	100.0 %

Q13. How would you rate the job Mercer Island City government does overall? (without "don't know")

Q13. How would you rate the job Mercer Island City government does overall	Number	Percent
Excellent	107	16.3 %
Good	298	45.4 %
Fair	175	26.7 %
Poor	76	11.6 %
Total	656	100.0 %

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly?

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly	Number	Percent
Excellent	72	10.1 %
Good	201	28.3 %
Fair	181	25.5 %
Poor	140	19.7 %
Don't know	117	16.5 %
Total	711	100.0 %

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly? (without "don't know")

Q14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly	Number	Percent
Excellent	72	12.1 %
Good	201	33.8 %
Fair	181	30.5 %
Poor	140	23.6 %
Total	594	100.0 %

Q15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services?

Q15. Do you think City of Mercer Island provides too many services, too few services, or about the right amount of services	Number	Percent
Too many services	74	10.4 %
About the right amount of services	460	64.7 %
Too few services	43	6.0 %
Don't know	134	18.8 %
Total	711	100.0 %

Q15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services? (without "don't know")

Q15. Do you think City of Mercer Island provides too many services, too few services, or about the right amount of services	Number	Percent
Too many services	74	12.8 %
About the right amount of services	460	79.7 %
Too few services	43	7.5 %
Total	577	100.0 %

Q16. The City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay (based on a \$1.2 million median assessed value home)?

Q16. Maximum increase in property taxes that you would be willing to pay	Number	Percent
Approximately \$28 per month (or \$331 annually)	125	17.6 %
Approximately \$21 per month (or \$254 annually)	170	23.9 %
Do not increase taxes	311	43.7 %
Don't know	105	14.8 %
Total	711	100.0 %

Q16. The City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay (based on a \$1.2 million median assessed value home)? (without "don't know")

Q16. Maximum increase in property taxes that you would be willing to pay	Number	Percent
Approximately \$28 per month (or \$331 annually)	125	20.6 %
Approximately \$21 per month (or \$254 annually)	170	28.1 %
Do not increase taxes	311	51.3 %
Total	606	100.0 %

Q16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the City's Thrift Store? Improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund these services from the City's general fund budget in the future.

Q16a. Would you be supportive of adding \$36 more per year to the levy	Number	Percent
Yes	184	62.4 %
No	63	21.4 %
Don't know	48	16.3 %
Total	295	100.0 %

Q16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the City's Thrift Store? Improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund these services from the City's general fund budget in the future. (without "don't know")

Q16a. Would you be supportive of adding \$36 more per year to the levy	Number	Percent
Yes	184	74.5 %
No	63	25.5 %
Total	247	100.0 %

Q17. Approximately how many years have you lived on Mercer Island?

Q17. How many years have you lived on Mercer Island	Number	Percent
0-5	113	15.9 %
6-10	80	11.3 %
11-15	71	10.0 %
16-20	79	11.1 %
21-30	123	17.3 %
31+	229	32.2 %
Not provided	16	2.3 %
Total	711	100.0 %

Q18. What is your age?

Q18. Your age	Number	Percent
Under 35	27	3.8 %
35-44	75	10.5 %
45-54	130	18.3 %
55-64	161	22.6 %
65-74	138	19.4 %
75+	137	19.3 %
Not provided	43	6.0 %
Total	711	100.0 %

Q19. Are you Hispanic or Latino?

Q19. Are you Hispanic or Latino	Number	Percent
Yes	24	3.4 %
No	642	90.3 %
Not provided	45	6.3 %
Total	711	100.0 %

Q20. Which of the following best describe your race/ethnicity?

Q20. Your race/ethnicity	Number	Percent
African American	7	1.0 %
Asian/Pacific Islander	86	12.9 %
Native American	10	1.5 %
White	548	82.2 %
Other	16	2.4 %
Total	667	100.0 %

Number of Cases = 711

Number of Responses = 667

Average Number Of Responses Per Case = 0.9

Number Of Cases With At Least One Response = 646

Response Percent = 90.9 %

Q20. Other

Q20. Other	Number	Percent
Hispanic	1	11.1 %
Latino	1	11.1 %
Hispanic/Mexican	1	11.1 %
South Asian	1	11.1 %
Middle Eastern	1	11.1 %
African	1	11.1 %
East European	1	11.1 %
Norwegian	1	11.1 %
European	1	11.1 %
Total	9	100.0 %

Q21. How many children under age 18 live in your household?

Q21. How many children under 18 live in your household	Number	Percent
0	476	66.9 %
1	68	9.6 %
2	108	15.2 %
3	26	3.7 %
4	4	0.6 %
5+	2	0.3 %
Not provided	27	3.8 %
Total	711	100.0 %

Q22. What is your gender?

<u>Q22. Your gender</u>	<u>Number</u>	<u>Percent</u>
Male	307	43.2 %
Female	376	52.9 %
Transgender	2	0.3 %
I don't identify as male, female, or transgender	3	0.4 %
Not provided	23	3.2 %
Total	711	100.0 %

Q23. Would you say your total annual household income is...

<u>Q23. Your total annual household income</u>	<u>Number</u>	<u>Percent</u>
Under \$50K	51	7.2 %
\$50K to \$99,999	114	16.0 %
\$100K to \$199,999	157	22.1 %
\$200K to \$499,999	184	25.9 %
\$500K to \$999,999	67	9.4 %
\$1,000K+	22	3.1 %
Not provided	116	16.3 %
Total	711	100.0 %

Section 6

Survey Instrument



**CITY MANAGER'S OFFICE
CITY OF MERCER ISLAND, WASHINGTON**

9611 SE 36th Street | Mercer Island, WA 98040-3732
(206) 275-7600 | www.mercergov.org

April 17, 2018

Dear Mercer Island Resident,

Your participation in the enclosed survey is extremely important. We hope you'll take a few minutes to complete it. We believe it is crucial for the City of Mercer Island to hear directly from residents about their satisfaction with the services we provide, so that we can make the best decisions going forward.

Your household was one of a limited number on Mercer Island selected at random to receive this survey. ETC Institute, the survey company we have contracted with, will aggregate the results and will not disclose individual responses.

We greatly appreciate your time. We recognize that this survey takes some time to complete, but every page and question is essential. The time you invest in this survey will help us assess how well we are meeting Islanders' needs and influence decisions on many fronts, including our financial choices and service adjustments.

If there is more than one adult in your household, we encourage you to have a younger adult fill out the survey. This will help us hear from younger residents in our community, who are typically under-represented. Absent that, please have any adult in your household complete the survey.

Please return your survey or complete it online sometime during the next week. We have selected ETC Institute to administer this survey. ETC will present the results to the City in May. Please return your survey in the enclosed post-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, Kansas, 66061, or go to mercergovsurvey.org to complete the survey online.

If you have questions, please contact Ross Freeman, Communications Manager for the City of Mercer Island, at ross.freeman@mercergov.org or (206) 275-7662. Thanks again for taking the time to participate in this survey.

Sincerely,

Julie Thuy Underwood
City Manager
City of Mercer Island



2018 City of Mercer Island Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the city's on-going effort to provide quality services that the residents of Mercer Island need and value. If you have questions, please call Ross Freeman, Communications Manager, at 206-275-7662.

1. **Perceptions of Mercer Island.** Several items that may influence your perception of the City of Mercer Island are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the City of Mercer Island	5	4	3	2	1	9
2. Overall quality of life in the city	5	4	3	2	1	9
3. Overall quality of shopping and retail options on Mercer Island	5	4	3	2	1	9
4. Overall quality of dining options on Mercer Island	5	4	3	2	1	9
5. Overall feeling of safety in the city	5	4	3	2	1	9
6. Mercer Island as a place to live	5	4	3	2	1	9
7. Mercer Island as a place to raise children	5	4	3	2	1	9
8. Mercer Island as a place to retire	5	4	3	2	1	9
9. Mercer Island as a place to operate a business	5	4	3	2	1	9
10. Mercer Island as an inclusive community	5	4	3	2	1	9

2. **Major Categories of City Services.** Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with the overall quality of...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Police services	5	4	3	2	1	9
2. Fire and emergency medical services	5	4	3	2	1	9
3. Emergency preparedness services	5	4	3	2	1	9
4. City parks, trails, and open-space	5	4	3	2	1	9
5. Maintenance of city streets and rights-of-way	5	4	3	2	1	9
6. Water, sewer, and stormwater utility services	5	4	3	2	1	9
7. Enforcement of city codes and ordinances	5	4	3	2	1	9
8. Youth and family services, which includes mental health services in public schools	5	4	3	2	1	9
9. Recreation programs and special events	5	4	3	2	1	9
10. Customer service you receive from city employees	5	4	3	2	1	9
11. Efforts to sustain environmental quality	5	4	3	2	1	9
12. City communications	5	4	3	2	1	9
13. Efforts by the city to regulate development on the Island	5	4	3	2	1	9
14. Permitting and inspection services (e.g. issuing building, electrical, plumbing, and mechanical permits)	5	4	3	2	1	9

- 2a. Which **THREE** of the major categories of city services listed above do you think should receive the **MOST EMPHASIS** from city leaders over the next **TWO** years? [Write in your answers below using the numbers from the list in Question 2.]

1st: ____ 2nd: ____ 3rd: ____

3. Public Safety. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in the community	5	4	3	2	1	9
2. The city's overall efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. Parking enforcement services	5	4	3	2	1	9
5. How quickly police respond to emergencies	5	4	3	2	1	9
6. How quickly fire and rescue personnel respond to emergencies	5	4	3	2	1	9
7. Quality of animal control	5	4	3	2	1	9

3a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 3.]*

1st: ____ 2nd: ____

4. Communication. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about city programs and services	5	4	3	2	1	9
2. City efforts to keep you informed about local issues	5	4	3	2	1	9
3. Overall quality of the content on the city's website	5	4	3	2	1	9
4. Ease of using the city's website	5	4	3	2	1	9
5. The level of public involvement in local decision making	5	4	3	2	1	9
6. Timeliness of information provided by the city	5	4	3	2	1	9

4a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 4.]*

1st: ____ 2nd: ____

5. Streets and Infrastructure. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Maintenance of city streets	5	4	3	2	1	9
2. Maintenance of streets in your neighborhood	5	4	3	2	1	9
3. Mowing and trimming along city streets and other public areas	5	4	3	2	1	9
4. Adequacy of city street lighting	5	4	3	2	1	9
5. Condition of sidewalks in the city	5	4	3	2	1	9
6. Condition of bicycle infrastructure in the city	5	4	3	2	1	9
7. Cleanliness of city streets and public areas	5	4	3	2	1	9
8. Maintenance of trees in public areas along city streets	5	4	3	2	1	9

5a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? *[Write in your answers below using the numbers from the list in Question 5.]*

1st: ____ 2nd: ____

6. Parks and Recreation. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Availability of city parks	5	4	3	2	1	9
2. Condition of city parks	5	4	3	2	1	9
3. Condition of city beaches	5	4	3	2	1	9
4. Condition city docks	5	4	3	2	1	9
5. Availability of trails and open spaces	5	4	3	2	1	9
6. Condition of trails and open spaces	5	4	3	2	1	9
7. Condition of picnic shelters, playgrounds, restrooms in city parks	5	4	3	2	1	9
8. Condition of the city's outdoor athletic fields (e.g. baseball, soccer)	5	4	3	2	1	9
9. Community and Event Center hours of operation and programming	5	4	3	2	1	9
10. City recreation programs for youth, adults, and seniors	5	4	3	2	1	9
11. Special events sponsored by the city	5	4	3	2	1	9

6a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 6.]

1st: ____ 2nd: ____

7. Utility Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Water services	5	4	3	2	1	9
2. Sewer services	5	4	3	2	1	9
3. Stormwater (flood prevention) services	5	4	3	2	1	9
4. Residential curbside trash services	5	4	3	2	1	9
5. Residential curbside yard/food waste services	5	4	3	2	1	9
6. Residential curbside recycling services	5	4	3	2	1	9
7. Spring and fall recycling events	5	4	3	2	1	9

7a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 7.]

1st: ____ 2nd: ____

8. Code Enforcement. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing construction codes and permit requirements	5	4	3	2	1	9
2. Enforcing the clean-up of junk and debris on private property	5	4	3	2	1	9
3. Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
4. Enforcing the exterior maintenance of commercial property	5	4	3	2	1	9

8a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 8.]

1st: ____ 2nd: ____

9. Other Services. Please rate each of the following on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. King County Library services	5	4	3	2	1	9
2. Timeliness of the city's permit review and inspections	5	4	3	2	1	9
3. Shopping at the city's Thrift Store (proceeds benefit Youth and Family Services)	5	4	3	2	1	9
4. The process for dropping off donations at the city's Thrift Store	5	4	3	2	1	9

10. Transportation. On a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with following aspects of transportation in the City of Mercer Island.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Availability of safe biking facilities on Mercer Island	5	4	3	2	1	9
2. Availability of safe walking facilities on Mercer Island	5	4	3	2	1	9
3. Access to public transportation on Mercer Island	5	4	3	2	1	9
4. Ease of travel between Mercer Island and Bellevue/Eastside	5	4	3	2	1	9
5. Ease of travel between Mercer Island and Seattle	5	4	3	2	1	9
6. Availability of commuter parking in Town Center	5	4	3	2	1	9
7. Availability of retail parking in Town Center	5	4	3	2	1	9

10a. Which TWO of the items listed above do you think should receive the MOST EMPHASIS from city leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 10.]

1st: _____ 2nd: _____

11. Where do you currently get news and information about city programs, services, and events? [Check all that apply.]

- ___(1) Mercer Island Weekly (city e-newsletter)
- ___(2) City e-mail update service
- ___(3) City website
- ___(4) Attending public meetings
- ___(5) Cable TV or video streaming City Council meetings
- ___(6) Mercer Island Reporter
- ___(7) Social Media (e.g. Facebook, Twitter, NextDoor)
- ___(8) Other: _____

12. Do you think Mercer Island is generally going in the right direction, or do you think it is generally going in the wrong direction?

- ___(1) Right direction
- ___(2) Wrong direction
- ___(9) Don't know

13. How would you rate the job Mercer Island city government does overall?

- ___(1) Excellent
- ___(2) Good
- ___(3) Fair
- ___(4) Poor
- ___(9) Don't know

14. How would you rate the job the City of Mercer Island is doing using tax dollars responsibly?

- ___(1) Excellent
- ___(2) Good
- ___(3) Fair
- ___(4) Poor
- ___(9) Don't know

15. Do you think the City of Mercer Island provides too many services, too few services, or about the right amount of services?

- ___(1) Too many services
- ___(2) About the right amount of services
- ___(3) Too few services
- ___(9) Don't know

16. The City of Mercer Island currently forecasts a projected 6-year budget deficit because the cost of providing services is increasing at a rate faster than the growth in property tax revenue. If the city asked voters to approve a 6-year levy lid lift that would raise property taxes enough to avoid reductions in service levels, what is the maximum increase in property taxes that you would be willing to pay (based on a \$1.2 million median assessed value home)? [Check only ONE.]

- (1) Approximately \$28 per month (or \$331 annually)
- (2) Approximately \$21 per month (or \$254 annually)
- (3) Do not increase taxes [Skip to Q17.]
- (9) Don't know

16a. Would you be supportive of adding \$36 more per year to the levy if it were used to remodel and expand the city's Thrift Store? Improvements to the Thrift Store would generate enough revenue to fund Youth and Family Services, which will eliminate the need to fund these services from the city's general fund budget in the future.

- (1) Yes
- (2) No
- (9) Don't know

17. Approximately how many years have you lived on Mercer Island? _____ years

18. What is your age? _____ years

19. Are you Hispanic or Latino? (1) Yes (2) No

20. Which of the following best describe your race/ethnicity? [Check all that apply.]

- (1) African American
- (2) Asian/Pacific Islander
- (3) Native American
- (4) White
- (5) Other: _____

21. How many children under age 18 live in your household? [Enter "0" if none.] _____ children

22. What is your gender?

- (1) Male
- (2) Female
- (3) Transgender
- (4) I don't identify as male, female, or transgender

23. Would you say your total annual household income is...

- (1) Under \$50,000
- (2) \$50,000 to \$99,999
- (3) \$100,000 to \$199,999
- (4) \$200,000 to \$499,999
- (5) \$500,000 to \$999,999
- (6) \$1,000,000 or more

24. If you have any other comments you would like to share, please provide them below.

This concludes the survey – Thank you for your time!
 Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

The information printed to the right will only be used to identify needs and priorities for residents in different areas of the city. If your address is incorrect, please provide the correct information. Thank you.



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

**AB 5439
June 5, 2018
Regular Business**

2017 YEAR-END FINANCIAL STATUS REPORT & 2017-2018 BUDGET ADJUSTMENTS	Action: Receive report and adopt Ordinance No. 18-03, amending the 2017-2018 Budget.	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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DEPARTMENT OF	Finance (Chip Corder)
COUNCIL LIAISON	n/a
EXHIBITS	1. 2017 Year-end Financial Status Report 2. 2017-2018 CIP Project Management Report 3. Ordinance No. 18-03 (amends 2017-2018 Budget)
2018-2019 CITY COUNCIL GOAL	n/a
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$ 2,682,081
AMOUNT BUDGETED	\$
APPROPRIATION REQUIRED	\$ 2,682,081

SUMMARY

The 2017 Year-end Financial Status Report is attached as Exhibit 1. In addition, a comprehensive update on the status of each CIP project as of December 31, 2017 is attached as Exhibit 2. Finally, an ordinance amending the 2017-2018 Budget is attached as Exhibit 3, which constitutes financial “housekeeping.” Accordingly, the City Manager recommends that the procedural requirement for a second reading be suspended and that the ordinance be adopted on June 5, 2018.

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. 18-03, amending the 2017-2018 Budget.

City of Mercer Island
FINANCIAL STATUS REPORT
2017 Year-End

FOREWORD

The Financial Status Report provides a summary budget to actual comparison of revenues and expenditures for the General Fund (four times a year) and all other funds (twice a year) through the end of the most recently completed fiscal quarter. Revenue and expenditure comparisons are also made to the same period in the prior year. In addition, a comprehensive progress update on the City's Capital Improvement Program (CIP) is included twice a year in the second and fourth quarter reports. A separate fund balance analysis for every fund is included annually in the fourth quarter report as well. Finally, if needed, budget adjustments are identified in a separate section of this report, along with an amending ordinance.

This report is comprised of the following five sections:

- General Fund
- Utility Funds
- All Other Funds
- Capital Improvement Program
- Budget Adjustments

It should be noted that, where significant, revenues are recognized when earned, regardless of when cash is received, and expenditures are recognized when a liability has been incurred or when resources have been transferred to another fund. Also, in the case of the General Fund, the beginning fund balance, which corresponds to the appropriated net excess resources from a prior year, is separately identified.

GENERAL FUND

Beginning in 2017, the Criminal Justice Fund was closed and combined with the General Fund. Accordingly, the revenues and expenditures in the Criminal Justice Fund have been combined with the General Fund for the 2016 fiscal year for comparison purposes.

Overall, the General Fund ended 2017 with total revenues effectively at budget and total expenditures, including the transfer of the prior year's surplus and expenditure carryovers, 0.9 percent below budget. **Comparing total resources to total expenditures and carryovers, after backing out revenues reserved for specific purposes, the General Fund ended 2017 with a modest surplus of \$358,268, which primarily consists of \$305,682 in expenditure savings (see table below).**

Budgeted beginning fund balance	\$1,845,816
Plus total revenues in 2017 (excluding interfund transfers)	+ 30,210,584
Plus interfund transfers to General Fund:	
Transfer from Criminal Justice Fund (combined with General Fund)	+ 1,024,572
Transfer from Contingency Fund (for I-90/light rail litigation & other costs)	+ 700,000
Transfer from F.S. 92 Construction Fund (for I-90/light rail litigation & other costs)	+ 297,105
Less revenues reserved for specific purposes:	
Portion of interfund transfer from Criminal Justice Fund used to balance 2018 General Fund budget	- 505,195
Portion of interfund transfer from Criminal Justice Fund used to balance 2018 Youth & Family Services Fund budget	- 343,886
Property tax dedicated to LEOFF I long-term care reserve	- 83,000
Portion of interfund transfer from Criminal Justice Fund that is reserved (JAG reserve)	- 79,437
Investment interest dedicated to LEOFF I long-term care reserve	- 12,253
Net DSG technology surcharge	- 22,989
Less total expenditures in 2017 (excluding transfer of prior year's surplus to Contingency Fund)	- 31,427,963
Less interfund transfer to Contingency Fund	- 1,035,704
Less expenditure carryovers to 2018 budget	- 209,382
2017 surplus	\$358,268

Revenues

Excluding the beginning fund balance and transfers from other funds, total revenues exceeded total budget by only \$14,788, or less than 0.1 percent, in 2017. The following table compares actual to budgeted revenues as of December 31, 2016 and 2017.

GENERAL FUND: Revenues
For the Year Ended December 31, 2016 and 2017

Revenue Category	Actual			Budget		% of Budget	
	12/31/16*	12/31/17	% Chg	2016*	2017	2016	2017
Property Tax	11,460,974	11,850,029	3.4%	11,585,339	11,873,878	98.9%	99.8%
Utility Taxes	4,145,708	4,361,512	5.2%	4,632,350	4,164,200	89.5%	104.7%
General Sales Tax	4,750,432	4,145,605	-12.7%	3,731,000	4,521,000	127.3%	91.7%
License, Permit & Zoning Fees	3,885,669	3,825,661	-1.5%	3,000,500	3,646,500	129.5%	104.9%
Recreation Program Fees	1,569,239	1,521,235	-3.1%	1,639,095	1,630,318	95.7%	93.3%
EMS Levy & Charges for Service	1,289,278	1,280,843	-0.7%	1,302,007	1,331,577	99.0%	96.2%
Misc General Government	267,099	739,402	176.8%	240,360	592,591	111.1%	124.8%
Intergovernmental Revenues	646,065	676,477	4.7%	564,892	631,645	114.4%	107.1%
Criminal Justice Sales Tax	645,431	660,564	2.3%	614,000	662,000	105.1%	99.8%
Utility Overhead Charges	466,960	455,932	-2.4%	440,193	452,172	106.1%	100.8%
Court Fines	418,724	405,781	-3.1%	400,000	415,000	104.7%	97.8%
CIP Administration Charges	263,668	271,324	2.9%	237,595	268,915	111.0%	100.9%
Investment Interest	10,098	16,219	60.6%	3,100	6,000	325.7%	270.3%
Total Revenues	29,819,345	30,210,584	1.3%	28,390,431	30,195,796	105.0%	100.0%
Beginning Fund Balance	1,796,861	1,845,816	2.7%	1,796,861	1,845,816	100.0%	100.0%
Transfer from Criminal Justice Fund	95,000	1,024,572	978.5%	-	1,024,572	N/A	100.0%
Transfer from Contingency Fund	-	700,000	N/A	-	700,000	N/A	100.0%
Transfer from FS 92 Construct. Fund	-	297,105	N/A	-	297,105	N/A	100.0%
Total Resources	31,711,206	34,078,077	7.5%	30,187,292	34,063,289	105.0%	100.0%

* The 2016 actuals and budget include the Criminal Justice Fund, which was combined with the General Fund in 2017.

Comparing 2017 to 2016, total revenues were up only \$391,239, or 1.3 percent, primarily due to the net effect of the following.

- \$472,303, or 176.8 percent, increase in miscellaneous general government fees;
- \$389,055, or 3.4 percent, increase in property tax;
- \$215,804, or 5.2 percent, increase in utility taxes;
- \$48,004, or 3.1 percent, decrease in recreation programs fees;
- \$60,008, or 1.5 percent, decrease in license, permit, and zoning fees; and
- \$604,827, or 12.7 percent, decrease in general sales tax.

A more in-depth analysis is provided for the following revenues:

- **Property tax, which comprised 39 percent of total revenues in 2017, was up \$389,055, or 3.4 percent, compared to 2016** due to the 1.0 percent optional increase and “new construction” additions to the 2017 levy.
- **Utility taxes, which comprised 14 percent of total revenues in 2017, were up \$215,804, or 5.2 percent, compared to 2016.** The table below compares utility tax revenues, which are broken down by type of utility, for 2015-2017.

2015-2017 B&O Tax Revenue

Utility Tax	Revenue (Jan-Dec)			% Change	
	2015	2016	2017	2016	2017
Electric/Gas	1,610,343	1,622,004	1,776,832	0.7%	9.5%
Water, Sewer & Storm Water	895,283	933,363	1,006,173	4.3%	7.8%
Cable TV	704,218	705,370	713,748	0.2%	1.2%
Cellular	468,063	419,798	383,253	-10.3%	-8.7%
Garbage	265,385	272,551	290,247	2.7%	6.5%
Long Distance	107,153	108,342	112,631	1.1%	4.0%
Telephone	91,475	84,281	78,629	-7.9%	-6.7%
Total	4,141,921	4,145,708	4,361,512	0.1%	5.2%

As noted above, the 5.2 percent overall increase can be attributed mostly to the net effect of the following:

- **Electric/gas utility tax**, which was up 9.5 percent in 2017 due to the coldest winter in 32 years;
 - **Water, sewer, and storm water utility taxes**, which were up 7.8 percent in 2017 due to an overall City utility rate increase of 5.3 percent in 2017 and higher than normal water usage in July-August 2017; and
 - **Cellular utility tax**, which was down 8.7 in 2017, continuing an ongoing downward trend that began in 2009, due to: 1) a highly competitive business environment, which has resulted in less expensive monthly phone plans; 2) the availability of prepaid phone plans, which limit phone usage; 3) the popularity of texting over talking, which has reduced the use of voice minutes; and 4) the exclusion of data plans from utility taxes.
- **General sales tax, which comprised 14 percent of total revenues in 2017, was down \$604,827, or 12.7 percent, compared to 2016.** The following two tables compare general sales tax revenue, which is broken down by business sector, for 2015-2017, including and excluding significant, one-time receipts.

2015-2017 Actual Sales Tax Revenue (Including One-Time Receipts)

Business Sector	Revenue (Jan-Dec)			% Change		% of Total		
	2015	2016	2017	2016	2017	2015	2016	2017
Construction	1,998,300	2,494,852	1,848,899	24.8%	-25.9%	47.9%	52.5%	44.6%
Retail & Wholesale Trade	989,963	1,049,316	1,089,225	6.0%	3.8%	23.7%	22.1%	26.3%
Food Services	210,099	221,229	225,664	5.3%	2.0%	5.0%	4.7%	5.4%
Admin & Support Services	187,678	200,283	211,824	6.7%	5.8%	4.5%	4.2%	5.1%
Telecommunications	135,558	139,797	153,239	3.1%	9.6%	3.3%	2.9%	3.7%
Finance, Insurance & Real Estate	120,682	140,158	128,058	16.1%	-8.6%	2.9%	3.0%	3.1%
Prof, Scientific & Tech Services	111,592	125,086	122,290	12.1%	-2.2%	2.7%	2.6%	2.9%
All Other Sectors	414,983	379,711	366,406	-8.5%	-3.5%	10.0%	8.0%	8.8%
Total	4,168,855	4,750,432	4,145,605	14.0%	-12.7%	100.0%	100.0%	100.0%

2015-2017 Actual Sales Tax Revenue (Excluding One-Time Receipts)

Business Sector	Revenue (Jan-Dec)			% Change		% of Total		
	2015	2016	2017	2016	2017	2015	2016	2017
Construction	1,998,300	2,494,852	1,848,899	24.8%	-25.9%	49.2%	52.5%	44.6%
Retail & Wholesale Trade	989,963	1,049,316	1,089,225	6.0%	3.8%	24.4%	22.1%	26.3%
Food Services	210,099	221,229	225,664	5.3%	2.0%	5.2%	4.7%	5.4%
Admin & Support Services	187,678	200,283	211,824	6.7%	5.8%	4.6%	4.2%	5.1%
Telecommunications	135,558	139,797	153,239	3.1%	9.6%	3.3%	2.9%	3.7%
Finance, Insurance & Real Estate	120,682	140,158	128,058	16.1%	-8.6%	3.0%	3.0%	3.1%
Prof, Scientific & Tech Services	111,592	125,086	122,290	12.1%	-2.2%	2.7%	2.6%	2.9%
All Other Sectors	305,588	379,711	366,406	24.3%	-3.5%	7.5%	8.0%	8.8%
Total	4,059,460	4,750,432	4,145,605	17.0%	-12.7%	100.0%	100.0%	100.0%

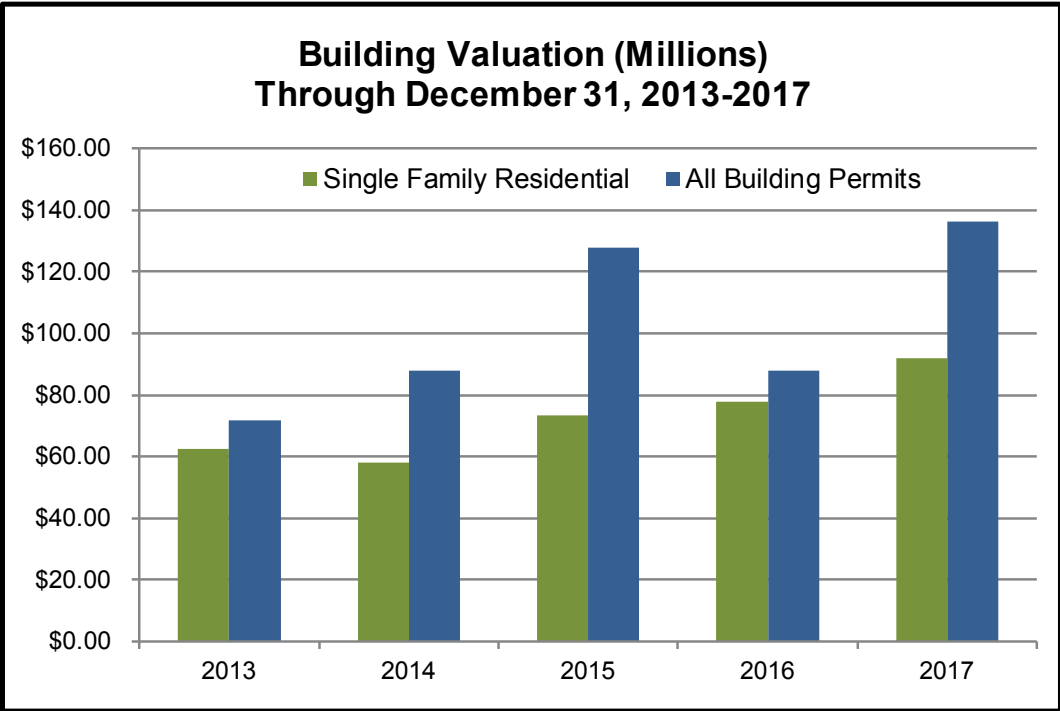
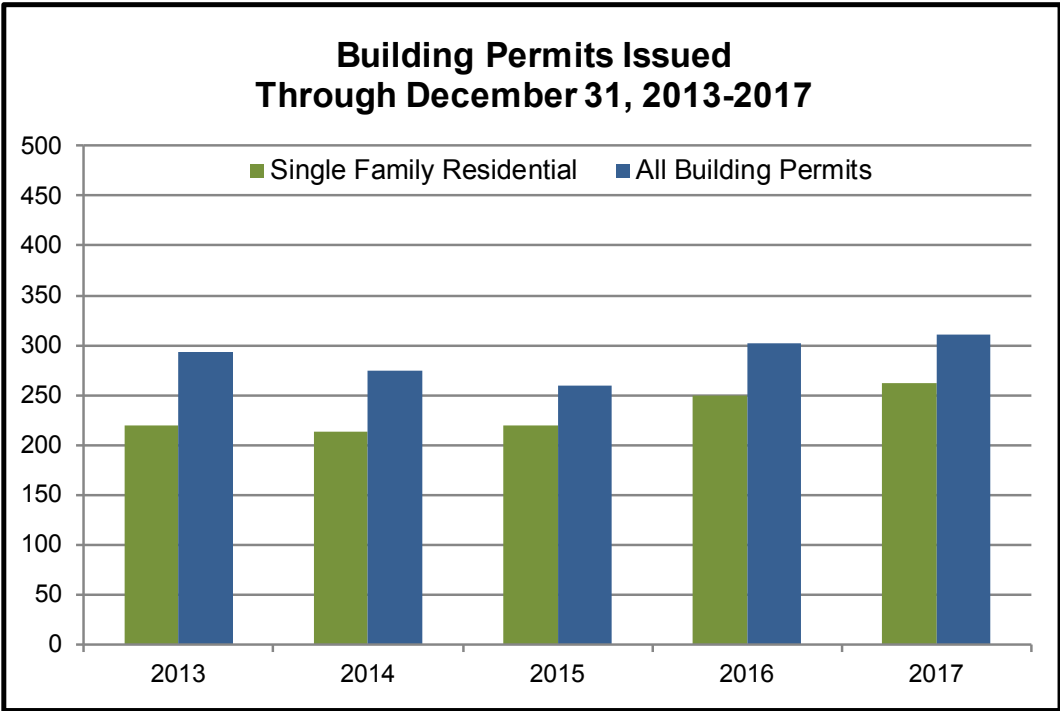
The overall decrease of 12.7 percent can be primarily attributed to the “construction” sector, which was down 25.9 percent in 2017. The “construction” sector accounted for 44.6 percent of the City’s total sales tax receipts in 2017 versus 52.5 percent in 2016.

- **Licenses, permits, and zoning fees, which comprised 13 percent of total revenues in 2017, were down \$60,008, or 1.5 percent, compared to 2016.** This revenue category consists of development fees, a cable franchise fee, and business license fees. As measured by the number of building permits issued and the total building valuation, development activity in 2017 is compared to 2016 in percentage change terms for single family residential and all building permit types in the table below.

Building Permit Type	% Change: 2017 vs. 2016	
	# of Building Permits Issued	Total Building Valuation (\$)
Single family residential	4.8%	17.8%
All building permit types	3.0%	55.0%

The 55.0 percent increase in total building valuation for all building permit types was driven by the following: 1) 17.8 percent increase in single family residential building valuation; 2) Aegis assisted living development (\$18.0 million building valuation), which is just west of the Town Center; and 3) Sound Transit work on I-90 (\$20.0 million building valuation).

The following two graphs show the total number of building permits issued and the total building valuation for single family residential versus all building permit types for the past 5 years (2013-2017).



Finally, cable franchise fees were up only 1.2 percent in 2017 (\$509,820) versus 2016 (\$503,836), reflecting the growth of online streaming services as households opt to “cut the cable.”

- **Miscellaneous general government fees, which comprised 2 percent of total revenues in 2017, were up \$472,303, or 176.8 percent, compared to 2016.** This revenue category typically consists of cell tower lease revenues, donations unrelated to Parks & Recreation, public safety related charges (e.g. false alarm charge), and miscellaneous revenues. The unusual spike in 2017 is mostly due to the following: 1) \$367,891 related to the refunding of the City's 2009 LTGO bonds; 2) \$57,900 in unpermitted tree removal fines; and 3) \$16,445 in administrative reimbursement fees for the Crown Castle franchise agreement.

All other revenues were either within expected norms for the year or too insignificant to highlight.

Expenditures

Total expenditures, including the transfer of the prior year's surplus and expenditure carryovers, were 99.1 percent of the General Fund's total budget in 2017. Most of the \$305,682, or 0.9 percent, in expenditure savings can be attributed to contractual services, supplies, and other services & charges. The following two tables compare actual to budgeted expenditures, first by category and then by department, in 2016 and 2017.

**GENERAL FUND: Expenditures by Category
For the Year Ended December 31, 2016 and 2017**

Expenditure Category	Actual			Budget		% of Budget	
	12/31/16*	12/31/17	% Chg	2016*	2017	2016	2017
Salaries	15,142,148	15,776,170	4.2%	15,651,164	15,565,163	96.7%	101.4%
Benefits	5,459,829	5,690,373	4.2%	5,571,405	5,736,584	98.0%	99.2%
Contractual Services	2,013,159	3,517,218	74.7%	2,312,439	3,784,819	87.1%	92.9%
Equipment Rental	1,431,808	1,429,405	-0.2%	1,422,287	1,429,185	100.7%	100.0%
Intergovernmental Services	971,269	1,101,454	13.4%	876,885	1,111,598	110.8%	99.1%
Supplies	750,840	689,113	-8.2%	804,985	805,331	93.3%	85.6%
Utilities	618,241	653,170	5.6%	586,699	651,515	105.4%	100.3%
Insurance	508,011	593,918	16.9%	467,433	601,150	108.7%	98.8%
Bond Redemption (Principal)	-	365,006	N/A	-	365,006	N/A	100.0%
Other Services & Charges	343,868	327,392	-4.8%	395,480	430,096	86.9%	76.1%
Phone, Postage & Advertising	89,629	95,974	7.1%	121,625	129,900	73.7%	73.9%
Jail	65,841	80,895	22.9%	90,850	90,850	72.5%	89.0%
Capital	74,769	-	-100.0%	66,635	-	112.2%	N/A
Interfund Transfers:							
To YFS Fund	400,000	459,121	14.8%	400,000	592,831	100.0%	77.4%
To Technology & Equipment Fund	342,000	342,000	0.0%	342,000	342,000	100.0%	100.0%
To Water Fund	122,451	134,182	9.6%	113,350	139,000	108.0%	96.5%
To Non-Voted Bond Fund	93,911	99,682	6.1%	93,911	96,999	100.0%	102.8%
To Street Fund	-	50,000	N/A	-	50,000	N/A	100.0%
To Equipment Rental Fund	22,023	22,890	3.9%	15,000	21,000	146.8%	109.0%
To Computer Equipment Fund	2,845	-	-100.0%	-	-	N/A	N/A
Total Expenditures	28,452,642	31,427,963	10.5%	29,332,148	31,943,027	97.0%	98.4%
Transfer of Prior Year's Surplus	682,011	1,035,704	51.9%	694,296	1,035,704	98.2%	100.0%
Expenditure Carryovers	106,555	209,382	96.5%	-	-	N/A	N/A
Total Exp's, PY Xfr & Carryovers	29,241,208	32,673,049	11.7%	30,026,444	32,978,731	97.4%	99.1%

* The 2016 actuals and budget include the Criminal Justice Fund, which was combined with the General Fund in 2017.

**GENERAL FUND: Expenditures by Department
For the Year Ended December 31, 2016 and 2017**

Department	Actual			Budget		% of Budget	
	12/31/16*	12/31/17	% Chg	2016*	2017	2016	2017
Police	6,737,021	6,966,212	3.4%	6,888,191	6,832,986	97.8%	101.9%
Fire	6,132,081	6,391,012	4.2%	6,240,104	6,274,009	98.3%	101.9%
Parks & Recreation	4,652,049	4,884,993	5.0%	4,832,280	5,026,281	96.3%	97.2%
Non-Departmental	2,356,096	2,861,393	21.4%	2,763,506	3,260,367	85.3%	87.8%
Development Services	2,938,897	3,198,726	8.8%	3,011,833	3,345,799	97.6%	95.6%
Public Works	1,627,416	1,629,206	0.1%	1,671,209	1,714,231	97.4%	95.0%
City Manager's Office	1,516,549	2,732,154	80.2%	1,410,728	2,744,613	107.5%	99.5%
Finance	847,726	895,180	5.6%	833,609	896,465	101.7%	99.9%
City Attorney's Office	599,220	740,946	23.7%	624,834	716,837	95.9%	103.4%
Human Resources	607,941	627,480	3.2%	580,179	592,098	104.8%	106.0%
Municipal Court	402,125	444,740	10.6%	429,810	479,586	93.6%	92.7%
City Council	35,521	55,921	57.4%	45,865	59,755	77.4%	93.6%
Total Expenditures	28,452,642	31,427,963	10.5%	29,332,148	31,943,027	97.0%	98.4%
Transfer of Prior Year's Surplus	682,011	1,035,704	51.9%	694,296	1,035,704	98.2%	100.0%
Expenditure Carryovers	106,555	209,382	96.5%	-	-	N/A	N/A
Total Expenditures & Carryovers	29,241,208	32,673,049	11.7%	30,026,444	32,978,731	97.4%	99.1%

* The 2016 actuals and budget include the Criminal Justice Fund, which was combined with the General Fund in 2017.

In reviewing **expenditures by category**, the following are noteworthy:

- **Salaries, which comprised 50 percent of total expenditures in 2017, were 101.4 percent of budget in 2017** primarily due to higher than expected overtime costs in the Police and Fire Departments (see “expenditures by department” below). Relative to 2016, salaries increased 4.2 percent in 2017 primarily due to the following: 1) cost of living adjustments for employees (2.33% for Police and Fire Department employees and 2.10% for all other employees); 2) higher than expected overtime costs in the Police and Fire Departments; 3) step increases for represented employees; and 4) “pay for performance” for unrepresented employees.
- **Benefits, which comprised 18 percent of total expenditures in 2017, were 99.2 percent of budget in 2017.** Relative to 2016, benefits increased 4.2 percent in 2017 primarily due to the following: 1) medical insurance premium increases of 5.5 percent for firefighters and 4.5 percent for all other employees; 2) PERS retirement contribution rate increase from 11.18 percent to 12.70 percent beginning July 1, 2017 (for non-public safety employees); and 3) Labor & Industries rate increases of 15.3 percent for firefighters and 10.2 percent for police officers.
- **Contractual services, which comprised 11 percent of total expenditures in 2017, were 92.9 percent of budget in 2017.** This expenditure category includes outside legal counsel, software support, development and engineering support, recreation instructors, repairs and maintenance, and other professional services. Of the \$267,601 in unspent budget, \$202,066 is being carried over to the 2018 budget for the critical areas update, transportation element, EMS rate study, vegetation maintenance, and other contracted services. Relative to 2016, contractual services increased 74.7 percent in 2017 due to

I-90/light rail litigation and other related costs.

- **Transfer of prior year's surplus** represents that portion of the General Fund's revenue surplus and expenditure savings from the prior year that has been approved by the Council to be distributed to other funds for various purposes in 2017. The total available General Fund surplus in 2016 was \$1.02 million. On September 19, 2017, the Council directed staff to transfer this amount, along with the unused portion of the 2015 General Fund surplus (\$15,105), to the Contingency Fund given the \$1.8 million in combined projected deficits in the General Fund and Youth & Family Services Fund in 2019.
- The **expenditure savings**, which amounts to \$305,682 after backing out expenditure carryovers, will be used to fund the following: 1) soil remediation costs in 2017-2018 on the City's property near the Maintenance Center (approved by Council at its April 17, 2018 meeting); and 2) Groveland Beach repair and shoreline improvements project in 2018 (approved by Council at its May 15, 2018 meeting).

In reviewing **expenditures by department**, the following are noteworthy:

- **The Police Department spent 101.9 percent of its budget in 2017** primarily due to two new officers being in the Academy and three officers being on FMLA leave, resulting in higher than expected overtime costs.
- **The Fire Department spent 101.9 percent of its budget in 2017** primarily due to five firefighters being on FMLA leave, resulting in higher than expected overtime costs.
- **The City Manager's Office spent 80.2 percent more in 2017 than 2016** due to I-90/light rail litigation and other related costs.
- **The City Attorney's Office spent 103.4 percent of its budget in 2017** due to contracted legal services that were needed to backfill for the Assistant City Attorney position, which was vacant during the first quarter of 2017.
- **The Human Resources Department spent 106.0 percent of its budget in 2017** due to contracted payroll processing costs that were higher than expected and testing and recruiting costs related to hiring new firefighters and police officers that were higher than expected.

All other expenditures were either within expected norms for the year or too insignificant to highlight.

Fund Balance

The General Fund's 2017 year-end balance amounts to \$5.88 million. It represents the working capital (i.e. current assets less current liabilities) in the fund and consists of the following restricted and unrestricted amounts.

Fund Balance Composition, 12/31/17	Amount
LEOFF I long-term care reserve	1,406,196
Budgeted fund balance (2018 budget)	1,265,000
Compensated absences reserve	1,252,228
Deferred development fee revenue	629,287
Revenue stabilization reserve	300,000
Expenditure carryovers to 2018 budget	209,382
Deferred recreation fee revenue	126,404
Inventory of supplies	120,857
DSG technology fee reserve	97,483
JAG reserve	79,437
Customer deposits	34,069
Petty cash	2,950
Subtotal (restricted)	5,523,293
2017 surplus (already allocated by Council)	358,268
Total	5,881,561

The 2017 General Fund surplus, which primarily consists of \$305,682 in expenditure savings, amounts to \$358,268, which has already been allocated by the Council to cover soil remediation costs (\$141,468) and additional Groveland Beach Repair and Shoreline Improvement project costs (\$216,800) in 2018.

UTILITY FUNDS

Water Fund

Comparing 2017 to 2016, total operating revenues were up \$754,159, or 10.1 percent, and total operating expenditures were up \$152,782, or 3.4 percent. See the summary of revenues and expenditures in the table below.

WATER FUND: Revenues and Expenditures
For the Year Ended December 31, 2016 and 2017

Category	Actual			Budget		% of Budget	
	12/31/16	12/31/17	% Chg	2016	2017	2016	2017
Operating Revenues:							
Charges for Services	7,293,339	8,038,510	10.2%	6,785,823	6,886,564	107.5%	116.7%
Water Utility Tax (General Fund Xfr)	122,451	134,182	9.6%	113,340	114,756	108.0%	116.9%
Miscellaneous	42,410	39,667	-6.5%	27,300	27,300	155.3%	145.3%
Total Operating Revenues	7,458,200	8,212,359	10.1%	6,926,463	7,028,620	107.7%	116.8%
Operating Expenditures:							
Water Purchased for Resale	2,010,226	1,998,695	-0.6%	2,022,770	2,054,040	99.4%	97.3%
Maintenance & Operations	2,527,733	2,692,046	6.5%	2,585,124	2,679,135	97.8%	100.5%
Total Operating Expenditures	4,537,959	4,690,741	3.4%	4,607,894	4,733,175	98.5%	99.1%
Operating Income (Loss)	2,920,241	3,521,618	20.6%	2,318,569	2,295,445	126.0%	153.4%
Non-Operating Items:							
Water Connection Charges	314,114	469,641	49.5%	153,226	145,682	205.0%	322.4%
Interest	39,674	82,006	106.7%	7,615	22,977	521.0%	356.9%
Debt Service	(109,072)	(107,272)	-1.7%	(110,263)	(108,475)	98.9%	98.9%
Capital Projects	(2,049,712)	(1,319,066)	-35.6%	(3,701,006)	(3,378,462)	55.4%	39.0%
Total Non-Operating Items	(1,804,996)	(874,691)	-51.5%	(3,650,428)	(3,318,278)	49.4%	26.4%
Net Increase (Decrease)	1,115,245	2,646,927	137.3%	(1,331,859)	(1,022,833)	N/A	N/A

Of particular note are the following:

- **Charges for services (i.e. water utility customer charges) were up \$745,171, or 10.2 percent, in 2017 compared to 2016** primarily due to the following:
 - **5.5 percent increase in 2017 water rates** (primarily driven by planned capital replacement needs in 2017-2022;
 - **3.4 percent increase in water sales** (by volume) to customers in 2017; and
 - **21.8 percent increase in water purchases in July-August 2017** versus July-August 2016 due to increased water consumption.
- **Water purchased for resale was down \$11,531, or 0.6 percent, in 2017 compared to 2016** due to a 1.0 percent decrease in water purchases, in volume terms, from Seattle Public Utilities.
- **Water connection charges were up \$155,527, or 49.5 percent, in 2017 compared to 2016** due to the high level of single family residential development activity on the Island.

- **Capital projects were 39.0 percent of budget in 2017** primarily due to the following:
 - **EMW 5400-6000 Block Water Main Replacement** (\$89,403 cost vs. \$1,276,000 budget): Final design was completed in January 2018. Construction is scheduled to begin in the second quarter of 2018.
 - **Booster Chlorination Station** (\$119,776 cost vs. \$406,400 budget): Design work is on hold while water modeling is conducted to verify that project goals can be met.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Fund balance**, excluding fixed assets, as of December 31, 2017 amounts to \$10.51 million, as shown below.

Fund Balance Composition, 12/31/17	Amount
Available fund balance	7,053,187
Expenditure carryovers to 2018 budget	1,953,809
Operating reserve	1,096,183
Capital reserve	408,333
Total	10,511,512

Sewer Fund

Comparing 2017 to 2016, total operating revenues were up \$445,905, or 5.1 percent, and total operating expenditures were up \$449,668, or 7.1 percent. See the summary of revenues and expenditures in the table below.

SEWER FUND: Revenues and Expenditures For the Year Ended December 31, 2016 and 2017

Category	Actual			Budget		% of Budget	
	12/31/16	12/31/17	% Chg	2016	2017	2016	2017
Operating Revenues:							
Charges for Services	8,662,227	9,092,422	5.0%	8,512,235	9,069,634	101.8%	100.3%
Miscellaneous	31,543	47,253	49.8%	-	-	N/A	N/A
Total Operating Revenues	8,693,770	9,139,675	5.1%	8,512,235	9,069,634	102.1%	100.8%
Operating Expenditures:							
King County Sewage Treatment	4,445,555	4,713,277	6.0%	4,463,322	4,727,212	99.6%	99.7%
Maintenance & Operations	1,874,774	2,056,720	9.7%	2,038,793	2,188,869	92.0%	94.0%
Total Operating Expenditures	6,320,329	6,769,997	7.1%	6,502,115	6,916,081	97.2%	97.9%
Operating Income (Loss)	2,373,441	2,369,678	-0.2%	2,010,120	2,153,553	118.1%	110.0%
Non-Operating Items:							
Sewer Connection Charges	40,700	160,882	295.3%	6,301	20,600	645.9%	781.0%
Interest	21,565	40,465	87.6%	3,247	17,707	664.2%	228.5%
Debt Service	(1,101,909)	(1,079,514)	-2.0%	(1,102,222)	(1,099,753)	100.0%	98.2%
Capital Projects	(510,752)	(1,008,546)	97.5%	(2,059,424)	(1,832,087)	24.8%	55.0%
Total Non-Operating Items	(1,550,396)	(1,886,713)	21.7%	(3,152,098)	(2,893,533)	49.2%	65.2%
Net Increase (Decrease)	823,045	482,965	-41.3%	(1,141,978)	(739,980)	N/A	N/A

Of particular note are the following:

- **Charges for services (i.e. sewer utility customer charges) were up \$430,195, or 5.0 percent, in 2017 compared to 2016** due to the net effect of the following:
 - **5.7 percent increase in 2017 “City sewer maintenance services” rate** (primarily driven by planned capital replacement needs in 2017-2022);
 - **5.2 percent increase in 2017 “King County sewage treatment services” rate** (this is a pass-through charge); and
 - **1.7 percent decrease in the single family residential winter water usage average**, which is updated annually and used to determine the bi-monthly sewer bill for each residential customer.

Note that “City sewer maintenance services” and “King County sewage treatment services” each make up about half of the total bi-monthly sewer utility bill.

- **Maintenance and operations were 94.0 percent of budget in 2017** due to the following: 1) the sewer crew had to backfill for the water crew for certain tasks due to work-related injuries; and 2) the sewer crew had to address two major sewer emergencies last year, thereby reducing time spent on maintenance activities as well as contracted maintenance work.

- **Sewer connection charges were up \$120,182, or 295.3 percent, in 2017 compared to 2016** due to the high level of single family residential development activity on the Island and a new assisted living facility (Aegis), which is just west of the Town Center.
- **Capital projects were 55.0 percent of budget in 2017** primarily due to the following:
 - **Sewer Special Catch Basins** (\$29,116 cost vs. \$300,000 budget): This project was delayed due to the following higher priorities: 1) completing the General Sewer Plan; 2) addressing the emergency repair at Pump Station 14; and 3) implementing the Enterprise Asset Management System. Work is scheduled to be completed by mid-2018.
 - **General Sewer System Improvements** (\$3,164 cost vs. \$250,000 budget): This project was delayed due to the following higher priorities: 1) completing the General Sewer Plan, 2) addressing the emergency repair at Pump Station 14, and 3) implementing the Enterprise Asset Management System. The development of the project scope of lining Sewer Basin 40 is scheduled for the second quarter of 2018.
 - **Lake Line Access** (\$0 cost vs. \$150,000 budget): This project was delayed due to the following higher priorities: 1) completing the General Sewer Plan, 2) addressing the emergency repair at Pump Station 14, and 3) implementing the Enterprise Asset Management System.
 - **Pump Station / Lake Line Access Evaluation** (\$0 cost vs. \$150,000 budget): This project was delayed due to the following higher priorities: 1) completing the General Sewer Plan, 2) addressing the emergency repair at Pump Station 14, and 3) implementing the Enterprise Asset Management System.

Also, it should be noted that there was an emergency repair, which cost \$212,051, near Pump Station 14 to excavate and install an emergency clean-out in the sewer lake line. Funding for this project came initially from the General Sewer System Improvements project. Ultimately, available fund balance in the Sewer Fund will be appropriated in 2018 to cover the cost.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Fund balance**, excluding fixed assets, as of December 31, 2017 amounts to \$4.77 million, as shown below.

Fund Balance Composition, 12/31/17	Amount
Available fund balance	2,436,121
Expenditure carryovers to 2018 budget	961,214
Sewer lake line reserve	625,000
Operating reserve	535,914
Capital reserve	214,869
Total	4,773,118

Storm Water Fund

Comparing 2017 to 2016, total operating revenues were down \$549,254, or 30.4 percent, and total operating expenditures were up \$481,091, or 43.0 percent. See the summary of revenues and expenditures in the table below.

STORM WATER FUND: Revenues and Expenditures For the Year Ended December 31, 2016 and 2017

Category	Actual			Budget		% of Budget	
	12/31/16	12/31/17	% Chg	2016	2017	2016	2017
Operating Revenues:							
Charges for Services	1,805,123	1,877,118	4.0%	1,817,782	1,864,465	99.3%	100.7%
Grants	-	477,259	N/A	75,000	25,000	0.0%	1909.0%
Total Operating Revenues	1,805,123	2,354,377	30.4%	1,892,782	1,889,465	95.4%	124.6%
Operating Expenditures:							
Maintenance & Operations	1,119,823	1,600,914	43.0%	1,299,964	1,367,049	86.1%	117.1%
Total Operating Expenditures	1,119,823	1,600,914	43.0%	1,299,964	1,367,049	86.1%	117.1%
Operating Income (Loss)	685,300	753,463	9.9%	592,818	522,416	115.6%	144.2%
Non-Operating Items:							
Fees in Lieu	195,842	278,725	42.3%	110,000	100,000	178.0%	278.7%
Interest	22,768	37,767	65.9%	5,700	16,060	399.4%	235.2%
Capital Projects	(694,232)	(679,389)	-2.1%	(2,063,475)	(1,656,670)	33.6%	41.0%
Total Non-Operating Items	(475,622)	(362,897)	-23.7%	(1,947,775)	(1,540,610)	24.4%	23.6%
Net Increase (Decrease)	209,678	390,566	86.3%	(1,354,957)	(1,018,194)	N/A	N/A

Of particular note are the following:

- **Charges for services (i.e. storm water utility customer charges) were up \$71,995, or 4.0 percent, in 2017 compared to 2016** due to a 3.8 percent increase in 2017 storm water rates.
- **Grants were up \$477,259 in 2017 compared to 2016** due to a FEMA reimbursement grant for an emergency landslide repair on West Mercer Way, encompassing the building of a retaining wall.
- **Maintenance and operations were 117.1 percent of budget in 2017** due to an emergency landslide repair on West Mercer Way. This overage was funded by the FEMA reimbursement grant noted above.
- **Fees in lieu were up \$82,883, or 42.3 percent, in 2017 compared to 2016** due to an \$118,692 payment by a new assisted living facility (Aegis), which is just west of the Town Center.

- **Capital projects were 41.0 percent of budget in 2017** primarily due to the following:
 - **Sub-Basin 49b Watercourse** (\$16,257 cost vs. \$292,000 budget): Application for environmental permits with state and federal agencies occurred in the first quarter of 2018, with construction planned for the third quarter of 2018.
 - **Sub-Basin 6 Madrona Crest West** (\$0 cost vs. \$205,000 budget): Design is scheduled for the third quarter of 2018.
 - **Sub-Basin 51a Watercourse** (\$9,735 cost vs. \$197,000 budget): Application for environmental permits with state and federal agencies occurred in the first quarter of 2018, with construction planned for the third quarter of 2018.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Fund balance**, excluding fixed assets, as of December 31, 2017 amounts to \$4.37 million, as shown below.

Fund Balance Composition, 12/31/17	Amount
Available fund balance	3,244,960
Expenditure carryovers to 2018 budget	919,908
Operating reserve	102,080
Basin improvement reserve	101,274
Total	4,368,222

ALL OTHER FUNDS

Highly summarized revenue and expenditure (excluding carryovers) information is displayed for all other funds in the table below.

ALL OTHER FUNDS: Revenues and Expenditures For the Year Ended December 31, 2016 and 2017

Fund Name	Actual			Budget		% of Budget	
	12/31/16	12/31/17	% Chg	2016	2017	2016	2017
Self Insurance Claim							
Revenues	-	-	N/A	10,000	10,000	0.0%	0.0%
Expenditures	-	-	N/A	10,000	10,000	0.0%	0.0%
Youth Services Endowment							
Revenues	1,702	2,861	68.1%	500	500	340.4%	572.2%
Expenditures	500	500	0.0%	500	500	100.0%	100.0%
Street							
Revenues	3,117,301	4,196,169	34.6%	2,502,500	2,984,253	124.6%	140.6%
Expenditures	2,725,954	2,785,090	2.2%	4,700,489	4,733,605	58.0%	58.8%
Transportation Benefit District							
Revenues	371,689	374,736	0.8%	357,845	350,000	103.9%	107.1%
Expenditures	371,214	350,000	-5.7%	390,000	350,000	95.2%	100.0%
Criminal Justice							
Revenues	710,181	-	-100.0%	671,692	-	105.7%	N/A
Expenditures	586,759	1,100,614	87.6%	670,931	1,100,614	87.5%	100.0%
Beautification							
Revenues	1,173,477	1,151,675	-1.9%	1,009,680	1,168,982	116.2%	98.5%
Expenditures	981,441	919,685	-6.3%	1,109,347	1,196,759	88.5%	76.8%
Contingency							
Revenues	116,412	1,510,455	1197.5%	35,000	25,000	N/A	6041.8%
Expenditures	-	700,000	N/A	-	700,000	N/A	N/A
1% for the Arts							
Revenues	21,300	35,435	66.4%	24,000	15,000	88.8%	236.2%
Expenditures	12,708	7,162	-43.6%	41,170	39,914	30.9%	17.9%
Youth & Family Services							
Revenues	2,453,240	2,715,433	10.7%	2,581,852	2,684,015	95.0%	101.2%
Expenditures	2,562,719	2,651,439	3.5%	2,614,790	2,762,819	98.0%	96.0%
Bond Redemption (Voted)							
Revenues	-	-	N/A	-	-	N/A	N/A
Expenditures	-	-	N/A	-	-	N/A	N/A
Bond Redemption (Non-Voted)							
Revenues	1,004,311	1,013,782	0.9%	1,004,311	1,011,099	100.0%	100.3%
Expenditures	1,004,311	1,013,782	0.9%	1,004,311	1,011,099	100.0%	100.3%

ALL OTHER FUNDS: Revenues and Expenditures (cont'd)
For the Year Ended December 31, 2016 and 2017

Fund Name	Actual			Budget		% of Budget	
	12/31/16	12/31/17	% Chg	2016	2017	2016	2017
Capital Improvement							
Revenues	2,562,697	4,590,310	79.1%	2,149,166	3,478,640	119.2%	132.0%
Expenditures	2,053,359	3,531,953	72.0%	4,502,243	6,011,675	45.6%	58.8%
Technology & Equipment							
Revenues	537,084	707,493	31.7%	686,403	810,988	78.2%	87.2%
Expenditures	726,200	733,874	1.1%	977,702	860,136	74.3%	85.3%
Fire Station 92 Construction							
Revenues	556,553	330,000	-40.7%	556,553	330,000	N/A	100.0%
Expenditures	780,519	366,195	-53.1%	815,936	366,195	95.7%	100.0%
Capital Reserve							
Revenues	-	-	N/A	-	-	N/A	N/A
Expenditures	181,553	-	-100.0%	181,553	-	100.0%	N/A
Equipment Rental							
Revenues	1,485,304	1,631,294	9.8%	1,491,140	1,315,291	99.6%	124.0%
Expenditures	892,460	1,166,214	30.7%	1,496,639	1,856,768	59.6%	62.8%
Computer Equipment							
Revenues	827,909	923,359	11.5%	828,125	921,412	100.0%	100.2%
Expenditures	768,902	935,919	21.7%	813,805	975,926	94.5%	95.9%
Firemen's Pension							
Revenues	61,032	66,866	9.6%	60,033	57,910	101.7%	115.5%
Expenditures	82,540	83,187	0.8%	93,000	97,000	88.8%	85.8%

In reviewing revenues and expenditures through December 31, 2017, the following funds are noteworthy:

- **Street Fund:**
 - **Total revenues were up \$1,078,868, or 34.6 percent, in 2017 compared to 2016** primarily due to real estate excise tax, which was up \$995,058, or 53.8 percent, in 2017 mostly from the sale of Shorewood Apartments, Hadley Apartments, and Island Corporate Center.
 - **Total expenditures were 58.8 percent of budget in 2017** primarily due to the following projects:
 - **Island Crest Way Re-surfacing—SE 27th to 3100 block** (\$12,916 actual vs. \$390,000 budget): Project bidding and construction was moved to 2018.
 - **Safe Routes to School** (\$9,781 actual vs. \$345,746 budget): This project is being combined with SE 40th Street (West Leg and East Leg) for construction in 2018.
 - **SE 40th Street—West Leg** (\$12,927 actual vs. \$252,000 budget): Construction is planned for third quarter of 2018.

- **Island Crest Way Crosswalk at SE 32nd** (\$185,898 actual vs. \$350,000 budget): Delivery of signal controller was delayed until December 2017 and installation occurred in January 2018.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Criminal Justice Fund:**

- **Total expenditures were up \$513,855, or 87.6 percent, in 2017 compared to 2016**, because the Criminal Justice Fund was closed and combined with the General Fund in 2017, with most of the fund balance transferred to the General Fund.

- **Beautification Fund:**

- **Total revenues were down \$21,802, or 1.9 percent, in 2017 compared to 2016** primarily due to business and occupation tax, which was down \$26,936, or 4.2 percent. The decline can be traced to the construction sector.
- **Total expenditures were 76.8 percent of budget in 2017** primarily due to the following:
 - **Interfund transfer to Capital Improvement Fund for Aubrey Davis Park Regional Multi-use Corridor Plan** (\$0 actual vs. \$150,000 budget): This project was pushed out to 2018.
 - **Town Center maintenance** (\$83,741 actual vs. \$139,846 budget): Staff resources were re-directed to the emergency landslide repair on West Mercer Way, which resulted in a lower level of maintenance in the Town Center.

- **Contingency Fund:**

- **Total revenues were up \$1,394,043, or 1,197.5 percent, in 2017 compared to 2016** due to the following:
 - **Interfund transfer from the General Fund** amounting to \$1,035,704 (represents a portion of the 2016 General Fund surplus), which was set aside to help balance the 2019 General Fund budget in the event a levy lid lift is not placed on the November 2018 ballot or otherwise is not approved by voters;
 - **Water, sewer, and storm water utility taxes** amounting to \$279,939, which was generated by a temporary (i.e. 18 month) utility tax rate increase that took effect on July 1, 2017 to reimburse a \$700,000 interfund transfer from the Contingency Fund to the General Fund in 2017 to help fund Sound Transit litigation costs (the \$420,061 balance will be reimbursed in 2018); and
 - **Investment interest**, which was up \$78,400, or 67.3 percent, in 2017 due to a significantly better overall rate of return.

- **Youth & Family Services Fund:**

- **Total revenues were up \$262,193, or 10.7 percent, in 2017 compared to 2016** primarily due to the following:
 - **Thrift Shop sales**, which were up \$113,554, or 7.6 percent, in 2017;
 - **General Fund support**, which was up \$59,121, or 14.8 percent, in 2017 to balance the Youth & Family Services Fund;
 - **Communities That Care federal grant**, which was up \$37,632, or 40.6 percent, in 2017;
 - **MIYFS Foundation contributions**, which were up \$21,000, or 11.6 percent, in 2017; and
 - **King County human services grants**, which were up \$24,511, or 85.7 percent, in 2017.

- **Capital Improvement Fund:**

- **Total revenues were up \$2,027,613, or 79.1 percent, in 2017 compared to 2016** primarily due to the net effect of the following:
 - **Real estate excise tax**, which was up \$994,877, or 53.8 percent, in 2017 mostly from the sale of Shorewood Apartments, Hadley Apartments, and Island Corporate Center;
 - **State Recreation and Conservation Office grant**, which was up \$376,087 in 2017, providing funding for the Island Crest Park Sports Field Improvements project;
 - **Sale of fixed assets** amounting to \$329,891 from the street vacation of Freeman Ave;
 - **Private donations**, which were up \$132,149 in 2017, providing funding for the Island Crest Park Sports Field Improvements project and the South Mercer Playfields Improvements project;
 - **Field use fees**, which were up \$86,334, or 91.2 percent, in 2017 due to a change in the percentage allocation between field maintenance and future turf replacement;
 - **Interfund transfers**, which were up \$67,940, or 67.1 percent, in 2017, representing capital project funding from the Street Fund, Beautification Fund, Youth & Family Services Fund, Water Fund, Sewer Fund, and Storm Water Fund; and
 - **Park impact fees**, which were up \$29,809, or 90.7 percent, in 2017.
- **Total expenditures were 58.8 percent of budget in 2017** primarily due to the following projects:
 - **Island Crest Park Sports Field Improvements** (\$1,446,799 actual expenditures vs. \$2,335,563 budget): The ballfield lights have been replaced, the turf has been installed, and the scoreboard has been installed. Substantial completion occurred in January 2018.

- **Swim Beach Repairs—Groveland Beach** (\$58,498 actual vs. \$430,155 budget): Design is 95 percent complete, and state and federal permit applications have been submitted.
- **Aubrey Davis Park Regional Multi-use Corridor Plan** (\$2,478 actual vs. \$350,000 budget): A memorandum of understanding with WSDOT has been drafted for signatures, and King County and Sound Transit have committed to providing funding for the plan.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Technology & Equipment Fund:**

- **Total revenues were up \$170,409, or 31.7 percent, in 2017 compared to 2016** primarily due to the following:
 - **Interfund transfer from the General Fund**, which was up \$87,339, or 17.3 percent, in 2017, representing capital project funding from the General Fund, Water Fund, Sewer Fund, and Storm Water Fund;
 - **Interfund transfer from the Criminal Justice Fund** amounting to \$76,042, which was part of the fund closeout process in which the Eastside Narcotics Task Force (ENTF) reserve (\$41,345) and the U.S. Treasury reserve (\$34,697) were transferred to the Technology & Equipment Fund; and
 - **ENTF final distribution from the City of Bellevue** amounting to \$36,918 following the dissolution of the Eastside Narcotics Task Force.
- **Total expenditures were 85.3 percent of budget in 2017** primarily due to the following project:
 - **Enterprise Asset Management System** (\$333,378 actual vs. \$507,940 budget): The system will “go live” in March 2018.

See the 2017-2018 CIP Project Management Report, which is attached as Exhibit 2, for more detailed project information.

- **Equipment Rental Fund:**

- **Total revenues were 124.0 percent of budget in 2017** due to a \$233,240 gift to the Fire Department from the Mary K. Vacchiery estate (this gift was directed to the fire apparatus replacement sinking fund).
- **Total expenditures were 62.8 percent of budget in 2017** primarily due to the scheduled replacement of the Vactor truck, which is being pushed out to 2019 following the replacement of the secondary (i.e. pump) engine in 2017.

All other variances were either within expected norms for the year or otherwise too insignificant to highlight.

Fund Balance

The composition of the fund balance as of December 31, 2017 in each of these other funds is detailed below.

Fund / Fund Balance Composition, 12/31/17	Amount
Self Insurance	
Available fund balance	109,750
Youth Services Endowment	
Endowment principal reserve	285,856
Available fund balance	27,704
Total	313,560
Street	
Available fund balance	2,961,679
Expenditure carryovers to 2018 budget	1,529,306
Budgeted fund balance (2018 budget)	333,042
Working capital	200,000
Transportation impact fee reserve	155,979
Town Center street (north) reserve	99,684
84th Ave SE trail project	22,573
Total	5,302,263
Transportation Benefit District	
Available fund balance	40,212
Beautification	
Available fund balance	1,215,698
Working capital	75,000
Expenditure carryovers to 2018 budget	50,000
Total	1,340,698
Contingency	
Contingency reserve (1)	2,404,180
2019 operating budget (if needed)	1,035,704
Total	3,439,884
1% for the Arts	
Available fund balance	182,286
Expenditure carryovers to 2018 budget	24,914
Total	207,200

Fund / Fund Balance Composition, 12/31/17	Amount
Youth & Family Services	
Budgeted fund balance (2018 budget)	161,514
Working capital	75,000
Total	236,514
Bond Redemption--Voted	
Available fund balance	18,943
Bond Redemption--Non Voted	
Debt service reserve	5,038
Capital Improvement	
Expenditure carryovers to 2018 budget	2,183,903
Available fund balance	1,231,556
Turf field replacement sinking fund	877,546
Budgeted fund balance (2018 budget)	556,711
Working capital	250,000
Park impact fee reserve	95,537
King County Parks levy reserve	20,786
Total	5,216,039
Technology & Equipment	
Budgeted fund balance (2018 budget)	325,500
Police car camera replacement sinking fund	60,000
MICEC equipment replacement sinking fund	56,277
Federal seizure funds (criminal justice)	56,169
Working capital	50,000
State seizure funds (criminal justice)	41,345
Available fund balance	41,219
Total	630,510
Capital Reserve	
Capital reserve	169,999

Fund / Fund Balance Composition, 12/31/17	Amount
Equipment Rental	
Vehicle replacement reserve	1,418,404
2018 vehicle replacements	715,000
Expenditure carryovers to 2018 budget	454,789
Fire apparatus replacement sinking fund	336,782
800 MHz radio replacement reserve	323,945
Operating reserve	100,000
Total	3,348,920

Fund / Fund Balance Composition, 12/31/17	Amount
Computer Equipment	
2018 computer replacements	185,000
Computer replacement reserve	171,627
Expenditure carryovers to 2018 budget	40,000
Total	396,627
Firemen's Pension	
Pension reserve	840,306
Budgeted fund balance (2018 budget)	45,090
Total	885,396

Notes

(1) Contingency reserve target: \$29,436,000 originally adopted 2017 General Fund budget x 10% = \$2,943,600

CAPITAL IMPROVEMENT PROGRAM

This section of the Financial Status Report includes a financial overview of the City's capital improvement program (CIP), a detailed look at real estate excise tax receipts, highlights of particularly notable projects, and a CIP Project Management Report (see Exhibit 2), which provides an update on the status of every CIP project.

Financial Overview

Half way through the 2017-2018 biennium, many of the projects planned for 2017 are well underway or have been completed. **In aggregate, CIP-related expenditures through December 31, 2017 were 31.7 percent of the adopted biennial budget**, which breaks down as follows:

- **Capital Reinvestment Plan (CRP): 30.2 percent of 2017-2018 budget**
- **Capital Facilities Plan (CFP): 46.5 percent of 2017-2018 budget**

About \$28.7 million in projects are planned for the biennium, including \$9.6 million in water, sewer, and storm water projects; \$6.4 million in general government facilities and technology projects; \$5.8 million in street improvement projects; and \$6.9 million in parks and open space projects.

Real Estate Excise Tax

Real estate excise tax (REET) is the 0.5 percent tax paid by the seller in property transactions, and its use is restricted by state law for specific capital purposes. REET 1 (the 1st quarter of 1.0 percent of the sales price) may be used for streets, parks, facilities, or utilities. REET 2 (the 2nd quarter of 1.0 percent of the sales price) may be used for the same capital purposes as REET 1, except for facilities, which are specifically prohibited. Neither REET 1 nor REET 2 may be used for equipment or technology.

As noted in the table below, REET was up 53.8 percent in 2017 versus 2016, and REET exceeded budget by \$2.53 million in 2017.

**REET Revenue: Actual vs. Budget
As of December 31, 2016 and 2017**

Actual			Budget		% of Budget	
12/31/16	12/31/17	% Change	2016	2017	2016	2017
3,700,746	5,690,681	53.8%	3,147,000	3,165,000	117.6%	179.8%

The primary drivers of REET are number of sales, average sales price, and property sales greater than \$5.0 million. **Comparing 2017 to 2016, the number of sales was up 7.9 percent, and the average sales price was up 12.5 percent hitting \$1.48 million**, as noted in the following table.

**Property Sales Statistics (≤\$5.0M)
As of December 31, 2016 and 2017**

Number of Sales			Average Sales Price		
12/31/16	12/31/17	% Change	12/31/16	12/31/17	% Change
454	490	7.9%	\$1,317,587	\$1,482,861	12.5%

Three major property sales (Shorewood Apartments, Hadley Apartments, and Island Corporate Center) accounted for most of the 53.8 percent increase, generating over \$1.7 million in REET.

Please note that the average sales price encompasses all property sales—namely, land, single family residential homes, condominiums, and businesses.

In the table below, REET is broken down according to property sales (i.e. ≤\$5.0 million and >\$5.0 million) for the period 2008-2017. In addition, the average property sales price and the number of sales are identified for those properties that sold for \$5.0 million or less.

**2008-2017 REET Revenue (Dollars in Thousands)
Property Sales ≤\$5.0M and >\$5.0M**

Property Sale Breakdown	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Avg
Property Sales ≤\$5.0M:											
Average Sales Price	\$1,237	\$854	\$994	\$916	\$899	\$1,046	\$1,119	\$1,182	\$1,318	\$1,483	\$1,105
% Change in Avg Sales Price	15.4%	-30.9%	16.3%	-7.8%	-1.9%	16.4%	7.0%	5.6%	11.5%	12.5%	4.4%
Number of Property Sales	260	267	318	367	418	492	493	499	454	490	406
REET Revenue	1,592	1,129	1,565	1,665	1,860	2,548	2,742	2,919	2,955	3,597	2,257
Property Sales >\$5.0M:											
Number of Property Sales	5	3	3	5	6	2	9	10	7	14	6
REET Revenue	755	129	642	162	300	57	527	350	746	2,093	576
Total REET Revenue	\$2,347	\$1,258	\$2,207	\$1,827	\$2,160	\$2,605	\$3,269	\$3,269	\$3,701	\$5,690	\$2,833

During this 10-year period, the average annual number of sales was 406 for properties that sold for \$5.0 million or less.

Project Highlights

A brief update is provided for the following three projects: 2017 Arterial and Residential Street Overlays, Hawthorn Recreation Trail, and Enterprise Asset Management (EAM) System.

2017 Arterial and Residential Street Overlays

During the summer of 2017, several Mercer Island residential streets were repaved along with one arterial roadway segment. The residential streets included a “north” group, consisting of 85th, 89th, and 90th Avenues (all lying south of SE 40th Street), and a “south” group, consisting of SE 61st and SE 62nd Streets, and a portion of 86th Avenue (lying west of Island Crest Way). The arterial work was West Mercer Way from Roanoke Way to the I-90 Lid.

Major work elements of the “north” residential group included pavement repairs, pre-level paving to restore cross slope and give a smoother ride, and repaving with a hot mix asphalt overlay. The previous resurfacing that these roadways received was a chip seal in the late 1980’s. The “south” group of streets were in two neighborhoods that were built in the late 1960’s. They had also been chip sealed in the mid 1980’s, but were in poor condition, having most of their pavement area covered with



“alligator” fatigue cracking. The scope of work for these roads was removal of nearly all the existing pavement (4” thick, 30’ wide), and replacement with two 2” layers of new hot mix asphalt paving. The short section of West Mercer Way had the top 2” of old asphalt milled off and a new 2” hot mix asphalt overlay installed, followed by new pavement markings.

The City’s contractor, Lakeridge Paving Company, began construction work in late July and the entire project completed by late September. The construction cost of the project is estimated to be \$1,018,597, which is \$124,716 (11%) under the bid amount.

Prior to the roadway resurfacing work, several repairs and minor extensions were made to the storm drainage systems in each of the above roadways. Drainage work was funded by the City’s annual Street Related Storm Drainage Improvement program.

The City prioritizes and selects roads for resurfacing based primarily on the road’s Pavement Condition Index (PCI). This is a numerical score for each roadway segment that is calculated based on the visible pavement distresses present. The City collects PCI data every three years.

Hawthorn Recreation Trail

In November 2017, the Parks and Recreation Department opened the Hawthorn Trail, a new scenic trail that connects Luther Burbank Park to the P-Patch. The trail starts behind the amphitheater and climbs at a gentle grade, winding through groves of native black hawthorn trees and sword fern. This new pathway up the hillside provides peekaboo views of the park below and will create access for future restoration work on this forest. The Hawthorn Trail will continue to undergo minor grading and vegetation work in 2018.

The trail was designed and constructed by Andrew Prince, Mercer Island's Trails and Urban Forestry Specialist, with the help of the City's seasonal Natural Resources Crew and the Mountains to Sound Greenway trail crew. Identified for construction in the Luther Burbank Master Plan, the 1,200 ft long trail was constructed for \$46,000. All work on the project was funded by the King County Parks Levy.



Enterprise Asset Management (EAM) System

In 2016, the City completed an organization performance audit of the Public Works Department. A key recommendation from the audit was to implement better asset management to facilitate the effective and efficient delivery of services. In 2017, the City contracted with Woolpert to implement Cityworks (Azteca Systems), which is a GIS-centric enterprise asset management system.

The new EAM System went “live” in March 2018. A key component of the implementation included evaluating and editing standard business processes, updating workflows, evaluating asset health, and developing key performance measures. Utilizing technology, Public Works crews are now completing work in the field and closing out service requests and work orders, thereby capturing valuable asset specific information. As the EAM System matures, the City will be able to better utilize information and asset history to facilitate better planning and decision-making for operations, maintenance, and capital projects.

The budget for the EAM System was \$500,000, with costs shared between the General Fund (25%) and the three Utilities (75%). As of the end of 2017, \$333,378 has been expensed for the initial implementation phase. The City is in the process of implementing a public interface to the EAM system. Expected in July 2018, the public will be able to report an issue or service request

directly to the Public Works Customer Service Team through a mobile application or through the City website. With final costs, the project is expected to be completed close to budget.

BUDGET ADJUSTMENTS

In the interest of administrative ease, a budget amending ordinance is prepared and submitted to the Council quarterly, if needed, along with the Financial Status Report. Budget adjustments are divided into three groups: 1) those previously approved by the Council but not formally adopted via a budget amending ordinance; 2) new requests; and 3) carryover requests. The second category typically includes financial housekeeping items, minor requests, and unanticipated expenditures that the City had to incur and was unable to absorb within the authorized budget. The third category requires Council approval only when unspent budget is being moved from the prior biennium to the current biennium. No Council action is needed when budget is moved within the biennium and within the same fund.

Budget adjustments previously approved but not formally adopted via a budget amending ordinance by the Council are summarized in the table below.

Fund	Department	Description	Agenda Bill	Budget Year	Amount	Funding Source(s)
General	Non-Dept'l	Disposition of 2017 expenditure savings: Transfer funding to Capital Improvement Fund for Groveland Beach repair & shoreline improvements project	AB 5424, 5/15/18	2018	\$216,800	Unappropriated fund balance
		Disposition of 2017 expenditure savings: Transfer funding to Equipment Rental Fund for soil remediation work at Maintenance Center and adjacent property	AB 5416, 4/17/18	2018	\$141,468	Unappropriated fund balance
Street	Public Works	Increase SE 40 th Street Corridor Improvements project budget by \$733,165 based on bid award	AB 5427, 5/15/18	2018	\$733,165	TIB grants (\$550,000) + unappropriated fund balance (\$183,165 in transportation impact fees)
	City Manager's Office	Six-month rideshare pilot project with Uber & Lyft	AB 5406, 3/20/18	2018	\$20,000	Sound Transit settlement funds
Beautification	Public Works	Develop & design wayfinding signs to direct cyclists, pedestrians, and motorists from I-90 to the Town Center	AB 5342, 9/19/17	2018	\$35,490	Unappropriated fund balance (\$11,830) + Port of Seattle grant (\$23,660)
1% for the Arts	Parks & Recreation	Design, production & installation of Town Center replacement banners	AB 5372, 1/23/18	2018	\$26,500	Unappropriated fund balance
		Increase budget for West Mercer Way/I-90 wall mural project	AB 5384, 2/20/18	2018	\$5,000	Unappropriated fund balance

Fund	Department	Description	Agenda Bill	Budget Year	Amount	Funding Source(s)
Youth & Family Services	Youth & Family Services	Increase Thrift Shop staffing, increasing 0.75 FTE Donation Assistant to 1.0 FTE & adding 1.0 FTE Production Assistant beginning 5/1/18	AB 5397, 4/17/18	2018	\$59,773	Thrift Shop sales
Capital Improvement	Parks & Recreation	Increase Groveland Beach repair & shoreline improvements project budget by \$551,500 based on bid award (funded by redirecting \$179,000 from other budgeted parks CIP projects, using \$70,000 of available fund balance in the Capital Improvement Fund, and using \$302,500 of available fund balance in the General Fund)	AB 5424, 5/15/18	2018	\$372,500	Unappropriated fund balance (\$70,000) + interfund transfer from General Fund (\$302,500)
Technology & Equipment	Police	Appropriate portion of U.S. Treasury reserve to purchase replacement rifles for Police Department	AB 5392, 2/20/18	2018	\$32,000	Unappropriated fund balance (U.S. Treasury reserve)
Equipment Rental	Public Works	Increase budget for soil remediation work at Maintenance Center and adjacent property	AB 5416, 4/17/18	2018	\$282,935	Interfund transfer from General Fund (\$141,468) + WCIA reimbursement (\$141,467)

New requests not approved or formally adopted by the Council are summarized in the table below.

Fund	Department	Description	Budget Year	Amount	Funding Source(s)
General	Police	Appropriate grants from Washington Traffic Safety Commission (WTSC) and Washington Association of Sheriffs & Police Chiefs (WASPC) to purchase 3 moving radar units and 1 speed feedback sign	2018	\$9,200	WTSC grant (\$3,700) + WASPC grants (\$5,500)
Street	City Manager's Office	Environmental consulting for potential soil remediation cleanup on Tully's site	2018	\$18,000	Interfund transfer from Beautification Fund

Fund	Department	Description	Budget Year	Amount	Funding Source(s)
Beautification	City Manager's Office	Interfund transfer to Street Fund for environmental consulting for potential soil remediation cleanup on Tully's site	2018	\$18,000	Unappropriated fund balance
		Appropriate funding for Stowe Development & Strategies work in Apr-Dec 2018 for the following: 1) public parking on Tully's site, 2) public parking on Freshy's site, and 3) economic development work	2018	\$56,250	Unappropriated fund balance
Sewer	Public Works	Emergency sewer system repairs: 1) inflow & infiltration problems at pump station #25 following heavy rainfall in Feb 2017; and 2) partial blockage of lake line near pump station #14	2017-2018	\$255,000	Unappropriated fund balance
Storm Water	Public Works	Emergency landslide repair at 8410 West Mercer Way in Feb 2017	2017-2018	\$350,000	FEMA grant
		Continuing work on implementation of storm water programs to comply with National Pollutant Discharge Elimination System (NPDES) permit	2018	\$50,000	Department of Ecology NPDES grant

A budget amending ordinance is attached as Exhibit 3. Two summary listings of the originally adopted 2017-2018 Budget (expenditures only), broken down by year, and all subsequent adjustments, including those noted above, are presented below.

**2017 Budget Adjustment Summary
Expenditures by Fund**

Fund Type / Fund Name	Original 2017 Budget	2017 Budget Adjustments				Amended 2017 Budget
		Q4 2016 FSR, 5/1/2017	Q2 2017 FSR, 9/5/2017	Q3 2017 FSR, 11/21/2017	Q4 2017 FSR, 6/5/2018	
General Purpose Funds:						
General	29,436,000	1,316,396	746,634	1,479,701		32,978,731
Self-Insurance	10,000					10,000
Youth Services Endowment	500					500
Special Revenue Funds:						
Street*	2,728,368	778,146	397,343	236,953		4,140,810
Transportation Benefit District	350,000					350,000
Criminal Justice	599,441	501,173				1,100,614
Beautification	966,829	229,930				1,196,759
Contingency	-		700,000			700,000
1% for the Arts	15,000	24,914				39,914
Youth & Family Services	2,748,719	6,000	8,100			2,762,819
Debt Service Funds:						
Bond Redemption (Voted)	-					-
Bond Redemption (Non-Voted)	1,011,099					1,011,099
Capital Projects Funds:						
Capital Improvement*	4,706,243	1,115,172	110,260	80,000		6,011,675
Technology & Equipment*	731,000	129,136				860,136
Fire Station 92 Construction*	-	366,195				366,195
Capital Reserve*	-					-
Enterprise Funds:						
Water*	7,317,818	702,295		200,000		8,220,113
Sewer*	9,271,431	431,750		6,395,602	255,000	16,353,783
Storm Water*	2,574,312	400,854		48,553	350,000	3,373,719
Internal Service Funds:						
Equipment Rental*	1,658,766	198,002				1,856,768
Computer Equipment*	975,926					975,926
Trust Funds:						
Firemen's Pension	97,000					97,000
Total	65,198,452	6,199,963	1,962,337	8,440,809	605,000	82,406,561

* Capital Improvement Program (CIP) projects are budgeted and accounted for in these funds.

**2018 Budget Adjustment Summary
Expenditures by Fund**

Fund Type / Fund Name	Original 2018 Budget	2018 Budget Adjustments				Amended 2018 Budget
		Q4 2016 FSR, 5/1/2017	Q2 2017 FSR, 9/5/2017	Q3 2017 FSR, 11/21/2017	Q4 2017 FSR, 6/5/2018	
General Purpose Funds:						
General	29,413,162	1,479,003		124,000	367,468	31,383,633
Self-Insurance	10,000					10,000
Youth Services Endowment	500					500
Special Revenue Funds:						
Street*	3,455,837				771,165	4,227,002
Transportation Benefit District	350,000					350,000
Criminal Justice	622,722	(622,722)				-
Beautification	939,900				109,740	1,049,640
Contingency	-					-
1% for the Arts	15,000				31,500	46,500
Youth & Family Services	2,444,250	343,886	58,780		59,773	2,906,689
Debt Service Funds:						
Bond Redemption (Voted)	-					-
Bond Redemption (Non-Voted)	847,159					847,159
Capital Projects Funds:						
Capital Improvement*	3,459,461			80,000	372,500	3,911,961
Technology & Equipment*	732,000				32,000	764,000
Fire Station 92 Construction*	-					-
Capital Reserve*	-					-
Enterprise Funds:						
Water*	7,246,078					7,246,078
Sewer*	9,079,675					9,079,675
Storm Water*	1,934,956				50,000	1,984,956
Internal Service Funds:						
Equipment Rental*	2,139,515				282,935	2,422,450
Computer Equipment*	1,063,193					1,063,193
Trust Funds:						
Firemen's Pension	103,000					103,000
Total	63,856,408	1,200,167	58,780	204,000	2,077,081	67,396,436

* Capital Improvement Program (CIP) projects are budgeted and accounted for in these funds.

2017-2018 CIP - PROJECT MANAGEMENT REPORT (Biennium) --- Project Expenditures Reported as of 12/31/2017

PROJECT NUMBER	PROJECT NAME	PROJECT MANAGER	APPROVED BUDGET (2017-2018)	TOTAL EXPENDED (as of Dec 31, 2017)	% EXPEND TO DATE	EST. COMPLTN DATE	% WORK COMPLETE	PROJECT STATUS & COMMENTS
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CAPITAL REINVESTMENT PLAN

PARKS, RECREATION AND OPEN SPACE

WP106R	Homestead Park Repairs	P. West	\$55,000	\$56,177	102%	11/17	100%	Tennis courts repaired and resurfaced; drainage and slope stabilization improvements completed
WP107R	Island Crest Park Repairs	P. West	\$64,000	\$0	0%	12/17	100%	New LED light project combined with WP115S Island Crest Park Sportsfield Improvements
WP113R	South Mercer Playfields Improvements	P. West	\$885,000	\$13,365	2%	12/18	5%	Playground designed, equipment ordered, includes \$40k MIPA donation
WP115S	Island Crest Park Sportsfield Improvements	P. West	\$2,335,563	\$1,446,799	62%	2/18	90%	Light replacement completed; scoreboard installed, needs testing; turf installed, needs infill; substantial completion January 2018
WP122P WP122R	Open Space - Vegetation Management	A. Sommargren	\$1,156,893	\$546,351	47%	12/18	50%	All 2017 restoration work completed, 2018 restoration work scoped; all knotweed and noxious weed populations monitored and treated, if necessary; 2.7 miles of boundary/trail tree assessments performed; 52 volunteer restoration events held.
WP506R	Swim Beach Repairs (Groveland Beach)	P. West	\$430,155	\$58,498	14%	12/17	10%	95% project design completed; City land use permits issued; state and federal permit applications submitted.
WP506S	Swim Beach Repairs (Clarke Beach)	P. West	\$55,000	\$77	0%	12/17	0%	Evaluate swim enclosure in 2017 for repair/removal in 2018
WP700R	Aubrey Davis Park Regional Multiuse Corridor Master Plan	P. West	\$350,000	\$2,478	1%	12/17	1%	MOU with WSDOT drafted for signature; funding from ST agreement and King County;
WP710C	Street End - Lincoln Landing	A. Sommargren	\$650,000	\$56,461	9%	12/18	10%	Design consultant team chosen and contracted; public meeting held to discuss concept design; 65% design completed; state and federal permit applications submitted. Grant funding for construction approved by King County Flood Control District. Construction planned for summer 2019.
WP720R	Recurring Park Projects	P. West	\$260,000	\$132,870	51%	12/18	50%	Playground repairs, parking lot striping, trash cans, path repairs, sign replacement, electrical repairs, blackberry removal equipment rental, boat launch ticket machine replacement
WP907R	Mercerdale Park Repairs	P. West	\$148,000	\$0	0%	12/18	0%	Playground replacement in 2018

STREETS, PEDESTRIAN AND BICYCLE FACILITIES

WR101R	Residential Street Improvements	C. Morris	\$1,352,000	\$918,677	68%	10/18	70%	2017 overlay areas included SE 61st and SE 62nd Streets (near 84th Ave) as well as 85th, 89th, and 90th Avenues (south of SE 40th). Construction contract was awarded in June. Work began in July and was completed in late September 2017.
WR103F	Emergency Repair - Freeman Landing	J. Kintner	\$345,353	\$228,695	66%	2/18	60%	Vacation of portion of Freeman Ave completed in July 2017. Roadway improvements designed in late summer. Construction of new concrete roadway began in late November and should be completed in February 2018.
WR110R	Arterial Preservation Program	C. Morris	\$44,880	\$10,780	24%	11/18	50%	Asphalt patching work on North Mercer Way was combined with Residential Streets (WR101R) contract. Work was completed in August.
WR111R	Pavement Marking Replacement	B. Hartvigson	\$150,000	\$28,262	19%	12/18	0%	550 sq.ft of thermoplastic stop bars in residential zones Oct. 2017. Raised pavement infill replacements totalling 5,000 and annual re-application of 180,000 LF 4" channelization paint is planned for completion Summer 2018. Arterial crosswalk, stop bar and arrow thermoplastic re-applications planned for completion Fall
WR140C - WR140K	Pedestrian & Bicycle Facility	A. Tonella-Howe	\$180,000	\$43,038	24%	12/18	25%	markings to be installed beginning April 2018 by a contractor, signing to be installed beginning February 2018 by ROW team. Design for placement of 190/Mtns to Sound Trail signing complete October. Installation planned for early 2018 by Parks team.
WR517R	SE 40th Street (ICW to 86th Ave)	C. Morris	\$914,000	\$12,927	1%	10/18	0%	Project will construct curbs and bicycle lane on south side of roadway between ICW and 86th Ave. Design work to begin in fall 2017 for construction in summer 2018.
WR517S	SE 40th Street (86th Ave to 88th Ave)	C. Morris	\$344,000	\$356	0%	10/18	0%	Project will construct curbs and sidewalk on north side of roadway between 86 Ave and 88th Ave and will also repave the roadway. Design work to begin in fall 2017 for construction in summer 2018.
WR544C	PBF ICW Crossing at SE 32nd	A. Tonella-Howe	\$350,000	\$185,898	53%	12/17	75%	Installation of signal poles complete end of December 2017. Delivery of signal controller was delayed to December. Cabinet arrived late December, tested by King County last week of December and scheduled for installation first two-weeks of January.
WR716R	ICW (SE 27th to 3100 block)	C. Morris	\$390,000	\$12,916	3%	10/18	5%	Project will repave ICW from SE 27th to 3100 block. Originally planned for 2017, Staff has moved project bidding and construction to 2018.

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WR717R	Preservation WMW (I-90 to Roanoke)	C. Morris	\$246,536	\$195,006	79%	10/17	100%	Project repaved existing WMW roadway from I-90 Lid to Roanoke Way. This project was combined with 2017 Residential Streets (WR101R). Work started in August and was completed by late September.
WR718R	SE 53rd Place (ICW-EMW)	C. Morris	\$153,000	\$0	0%	10/18	0%	This project will chip seal SE 53rd Place from ICW to EMW in summer 2018. Design work will begin in early 2018. Project will be combined with EMW project (WR719R).
WR719R	East Mercer Way (SE 70th to WMW)	C. Morris	\$395,000	\$0	0%	10/18	0%	This project will chip seal EMW from SE 70th Place to WMW in summer 2018. Design work will begin in early 2018. Project will be combined with SE 53rd Place project (WR718R).

GENERAL GOVERNMENT - BUILDING REINVESTMENT

WG101R	City Hall Building Repairs	M. Olson	\$458,222	\$52,307	11%	12/18	15%	Fire panel and device upgrade phase 1 completed, phase 2 in process. Some landscaping improvements started - more to be accomplished this year. Cooling tower and boiler replacements in scoping phase. More painting and wall repair accomplished.
WG102R	Maintenance Building Repairs	M. Olson	\$271,027	\$39,579	15%	12/18	20%	Invasive vegetation removal in process. Security fencing in scoping process. Updated directional signage being designed.
WG103R	South Fire Station Building Repairs	M. Olson	\$33,000	\$6,450	20%	12/18	25%	App bay doors automatic controls complete. HVAC software upgrades in process.
WG104R	Thrift Shop Building Repairs	M. Olson	\$82,000	\$19,566	24%	12/18	30%	Cashier and jewelry counter reconfigurations complete. Stair bannister repaired. Donation area reconfiguration completed.
WG105R	Community Center Building Repairs	M. Olson	\$438,665	\$210,986	48%	12/18	55%	Storage addition modified to storage shed. Floor cleaning machine purchased. Refinishing of gym and dance floors completed. Hillside drainage project 95% complete. Some additional striping in Handicap parking to be completed in the spring. Repair of childrens play area complete.
WG106R	North Fire Station Building Repairs	M. Olson	\$162,000	\$8,696	5%	12/18	10%	App bay door repairs and upgraded hinges complete. Bunker Gear dryer wiring complete.
WG107R	Luther Burbank Admin Building Repairs	M. Olson	\$242,695	\$65,522	27%	12/18	35%	Downstairs office build out completed. Panic button installed. Fire Alarm communication improvements in progress.

GENERAL GOVERNMENT - TECHNOLOGY

WG110T	Computer Equipment Replacements	M. Kaser	\$402,000	\$168,230	42%	12/18	50%	2018 equipment replacements include 53 PC/Laptop/Mobile devices, 2 servers, our storage area network (SAN) equipment, and one network switch. Purchasing review is under way.
WG314T	Permitting System Upgrades	M. Kaser	\$57,000	\$487	1%	12/18	2%	Discussions have begun regarding the upgrade of the systems used by Development Services to provide permitting and plan review services. This project is estimated to begin in the 3rd or 4th quarter of this year and will likely cross into 2019.
WG513T	Recreation & Facility Booking System	M. Kaser	\$105,750	\$107,943	102%	12/18	100%	The new recreation and facility booking system, PerfectMind, went live in January of 2018. This project is effectively complete.
WG702T	Document Management	M. Kaser	\$32,000	\$15,400	48%	12/17	41%	The City is leveraging the vendor's cloud infrastructure environment to host this system. The vendor has prepared our "hosted environment" and we are in the process of configuring and migrating our information. This technology is both our electronic document and legislative management system.
WG716T	Thrift Shop Point of Sale System	M. Kaser	\$37,000	\$0	0%	12/18	1%	The point of sale software market is currently being reviewed for potential solutions.
WG717T	Watercourse GIS Layer	L. Llamas	\$62,000	\$0	0%	12/18	0%	Development services is currently developing the Critical Areas ordinance review process. Updating the watercourse layers will be a sub task of that effort.
WG920T	High Accuracy Orthophotos	M. Kaser	\$32,000	\$16,422	51%	12/18	100%	Information and Geographic Services (IGS) partnered with the City of Kirkland and City of Bellevue to purchase orthophotography (aerial imagery) services which were completed and delivered in 2017. City staff are currently using these deliverables in day to day processes.
WG921T	Server Software Upgrades	M. Kaser	\$67,000	\$67,040	100%	12/18	65%	Windows 10 has been rolled out to all relevant City devices. Upgrading the City's database environment is the primary remaining task. Options are being reviewed at this time.
WG926T	Web Based GIS Information	M. Kaser	\$34,000	\$26,204	77%	12/18	90%	The new web based mapping system used by City staff has been deployed. We are still working on integration with the new electronic document management system.

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GENERAL GOVERNMENT - VEHICLES AND EQUIPMENT

WG130E	Fleet (Vehicle) Replacements	J. Kintner	\$1,749,002	\$542,712	31%	12/18	50%	Ten vehicles/equipment for 2017 have been purchased. Fleet #0388 (Hydroexavator) was scheduled to be replaced in 2017 but has been delayed until 2019 due to replacement of the secondary engine, extending the useful life of the machine. FI-0416 was ordered fore replacement in Q4 and will be delivered in Q1 2018.
WG550R	Fuel Clean Up / Soil Remediation	J. Kintner	\$62,000	\$83,533	135%	12/18	50%	Golder Associates continues to provide ongoing monitoring and administrative support for soil remediation efforts. Farallon Consulting has been retained to explore expedited remediation strategies and has completed angled boring wells to more clearly define the work zone. WCIA has agreed to cover costs at 50%.
XG710F	Fire Apparatus (Pumper) Replacement	L. Kenworthy	\$745,000	\$0	0%	12/18	20%	Final design spec's and invoice due March 2018, Planned for Council Agenda March 20, Fiinance will shop for best interest rate once price is locked in, expect delivery Q4/2018. Vendor has imposed price increase of 3% since inception of this project. Working to maintain purchase price at 745K.
WG730E	Self-Contained Breathing Apparatus	L. Kenworthy	\$266,000	\$0	0%	12/18	50%	Shoreline FD will be making similar purchase, waiting for thier RFP to complete, will join with Shoreline to assure best pricing
WG131E	Firefighting Equipment	L. Kenworthy	\$75,000	\$29,925	40%	12/18	45%	FD expects to follow through with the integrated speech communication equipment for our breathing apparatus, the replacement of chain and circular saws and will expend most, if not all of the budgeted amount for the upgrades to the Pre-Fire mapping upgrades in 2018.
WG141E	MICEC Technology & Equip Replacement	Z. Houvener	\$156,000	\$95,990	62%	12/18	50%	installed. Other equipment purchases include volleyball stanchions, lobby display monitor, and tables/chairs for meeting rooms. New stages (lighter/stronger) purchased. Other A/V & equipment scheduled to be purchased by December 2018.

WATER UTILITY

WW101P	Water System Plan	R. Lin	\$75,000	\$1,246	2%	12/18	0%	Update of the Emergency Response Plan (ERP) will start in spring of 2018.
WW102P	Water Model and Fire Flow Analysis	R. Lin	\$65,000	\$26,450	41%	12/18	20%	2016 water model updates & fire flow analysis completed in July. Began 2017 Modeling in Nov. Primary focus to evaluate differences btwn 2015 and 2016 model runs due to significant discrepancies. Potential projects for water system improvements will be identified.
WW117R	Street Related Water CIP Projects	R. Lin	\$400,000	\$108,076	27%	12/18	50%	Six hydrants & one water service were replaced in 2017. Project close-out in progress in December and will continue into 2018. Work scope for water system improvements triggered by 2018 paving projects will be identified in spring of 2018 for early summer construction..
WW120S	Meter Replacement Program	B. McDaniel	\$200,000	\$547	0%	12/18	5%	technology and to complete a water loss audit to identify potential improvements. Kick-off meeting was completed in January 9, 2018. The project is expected to be completed Q4 2018.
WW520C	Hydrant Replacements	R. Lin	\$533,000	\$257,590	48%	12/18	80%	Completed replacement of 26 fire hydrants, including 6 from the Street-Related Water CIP (WW117) in June. Project close-out in progress in Dec and will continue into 2018. New hydrant replacements for 2018, if any, will be identified in mid-year 2018 for late fall construction..
WW521C	Water System Components	B. McDaniel	\$129,470	\$84,217	65%	12/18	60%	Six fire hydrants upgraded on West Mercer Way. Water quality analyzer installed at Boat Ramp to measure and report parameters to Supervisory Control And Data Acquisition (SCADA) system.
WW522R	Reservoir Generator Replacement	B. McDaniel	\$100,000	\$0	0%	12/18	0%	Project on hold until design of booster chlorination station has been completed. Booster station dictates the size of the generator to be installed.
WW523R	EMW 5400-6000 Block Watermain (Design)	R. Lin	\$1,785,870	\$89,403	5%	12/18	15%	Design resumed after City successfully acquired all 36 utilities easements in August. Additional field work such as potholing/coring and video inspection were done in the fall. Final design is anticipated in mid or late January. Construction is planned to begin spring 2018.
WW527R	3838 WMW Water Improvements (Design)	R. Lin	\$415,000	\$365,935	88%	6/17	100%	Project completed in May 2017. A total of 990 LF of water main, 2 fire hydrants, 13 water services, and 1 air vac assembly were installed. Project close-out completed in October 2017.
WW535C	PRV Air Vac Replacements Phase III	R. Lin	\$100,000	\$7,070	7%	6/18	25%	Twenty seven (27) AIR VACs are included in Phase III project. The original schedule is delayed due to combined reasons of heavy CIP workloads and the efforts required to verify feasibility of the shut down of a large supply line. Construction is now anticipated for spring/summer of 2018.
WW535D	Booster Chlorination Station	R. Lin	\$966,400	\$120,195	12%	12/18	10%	Working with consultants to close the gap btwn design and actual system capabilities. 90% design put on hold to complete water modeling to verify if project goals can be met. SCADA Master Planning in progress in the fall which results will define the control system for the Station.
WW716R	82nd and Forest Ave Watermain	R. Lin	\$102,000	\$0	0%	12/18	0%	Design work is planned for July - December of 2018.
WW717R	SE 22nd Street Watermain	R. Lin	\$329,130	\$62,007	19%	12/18	15%	Started design in July. 60% Design submitted to City in October. Project temporarily put on hold in coordination with King County Sewer Main project which constuction is anticipated for year 2020 or 2021. Project design will resume in the fall of 2019 for early spring 2020 construction.
WW718R	87th and 88th Ave SE Watermain	R. Lin	\$135,000	\$8,434	6%	12/18	0%	Design work is planned for July - December of 2018.

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SEWER UTILITY

WS10IU	Backyard Sewer System Improvements	B. McDaniel	\$200,000	\$43,620	22%	12/18	25%	Project is in design to construct and install new manholes and access points. Design is expected to be completed in 2018.
WS103P	General Sewer Plan Update	A. Tonella-Howe	\$21,454	\$41,394	193%	12/18	85%	Completed draft chapters on Capital Improvement Plan (CIP) and Financial Impacts. Due to scheduling conflicts these chapters will be presented to Utility Board and Council in early 2018.
WS160R	Street Related Sewer CIP Projects	B. McDaniel	\$60,000	\$17,657	29%	12/18	29%	Manhole frames and grates were replaced Q3 2017 in conjunction with street paving.
WS511R	Sewer Special Catch Basins	B. McDaniel	\$300,000	\$29,116	10%	12/17	8%	hatch; confirm presence of baffle plate and provide recommendation on types of repairs or improvements needed for system. Work will be completed by Q2 2018.
WS512R	Sewer Repair at Sub-Basin 27	F. Gu	\$248,356	\$249,181	100%	12/18	100%	the highly eroded watercourse. New sewer main is now buried in the east bank and reconnected to additional manholes. The eroded streambed was raised with the use of natural streambed materials.
WS590R	King County Sewer Interceptor Project	A. Tonella-Howe	\$0	\$5,326	0%	12/18	25%	Received 30% design plans for City review and comment. County continues to collect survey and soil data, and refine project plans.
WS710R	General Sewer System Improvements	B. McDaniel	\$500,000	\$3,164	1%	12/18	1%	Sewer basin 40 lining project scoping Q2 2018.
WS711R	Lake Line Access	A. Tonella-Howe	\$150,000	\$0	0%	12/18	0%	Project to evaluate feasibility of and confirm locations for access points into the Lake Line. Work delayed to 2018.
WS712R	Pump Station Access Evaluation	A. Tonella-Howe	\$150,000	\$0	0%	12/18	0%	Project to evaluate access at all pump stations, identify conditions, concerns and needs and prioritize future work for improving access. Work delayed to 2018.
WS713R	SCADA System Upgrade	B. McDaniel	\$150,000	\$74,241	49%	12/18	65%	hardware/software platform for replacement through competitive RFP process. Master plan is expected to complete in 2018 with implementation scheduled to begin in 2019.
WS901D	Sewer System - Pump Station Improvements	B. McDaniel	\$150,000	\$86,142	57%	12/18	50%	Design completed for Pump Station #18 repairs. Project was bid in Q1 2018 with construction anticipated in Q2 2018.
WS901E	Sewer System - Emergency Repairs	B. McDaniel	\$100,000	\$3,702	4%	12/18	N/A	Emergency repairs were captured under WS902D
WS901G	Sewer System - Generator Replacement	B. McDaniel	\$466,700	\$30,014	6%	12/18	1%	Project is currently in design. King County interceptor project will impact pump station 11 replacement. Pump station 18 is scheduled to be completed by Q3 2018.
WS902D	PS 14 Lake Line Cleaning	B. McDaniel	\$0	\$212,051	0%	12/18	95%	Emergency repair to excavate and install emergency clean out in Sewer Lake Line 320 feet south of Pump station #14. Project included design, permitting and construction (completed in September 2017).
WS905C	Sewer Basin 40 Inflow and Infiltration	B. McDaniel	\$0	\$33,338	0%	12/18	50%	Initial flow monitoring study has been completed. Staff completed smoke testing and identified approximately 27 various defects within the basin. Staff will design scope of work for repairs to be completed in 2018.

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STORM WATER UTILITY								
WD104D	Watercourse Condition Assessments	F. Gu	\$40,000	\$172	0%	12/18	10%	Professional Services Agreement was executed in December 2017. Plan is to conduct site visits and revise project cost estimations by mid March 2018.
WD105R	Watercourse Minor Repairs/Maintenance	F. Gu	\$40,000	\$280	1%	12/18	2%	Site selections continues.
WD130R	Street Related Storm Drainage	C. Morris	\$200,000	\$97,343	49%	12/18	50%	Project work in 2017 consisted of drainage pipe repairs and extensions on streets scheduled for repaving under WR101R. Work began in July and was completed in August, ahead of repaving work. Work for 2018 will be of similar scope.
WD301S	Neighborhood Spot Drainage Improvements	C. Morris	\$180,000	\$59,215	33%	12/18	40%	Work in 2017 included installing new drainage pipes on 63rd Avenue in East Seattle to correct historical flooding and eliminate a failing pipe. Work was performed in October and November.
WD320R	Drainage System Emergency Repairs	B. Hartvigson	\$40,000	\$1,123	3%	12/18	N/A	Project identified to replace a collapsed section of 12" storm drain pipe in the 3600 block of WMW. Project planned for completion Fall 2018.
WD321R	Drainage System Video Inspection	C. Morris	\$42,230	\$42,452	101%	1/17	100%	The budget for this project was carried over from 2016. Drainage pipe cleaning and inspections were performed in several neighborhoods in Dec 2016 to Jan 2017 prior to street resurfacing projects.
WD531C	Sub Basin 27a Watercourse	F. Gu	\$288,384	\$235,018	81%	12/18	100%	the highly eroded watercourse. New sewer main is now buried in the east bank and reconnected to additional manholes. The eroded streambed was raised with the use of natural streambed materials.
WD533C	Sub Basin 49b Watercourse	F. Gu	\$292,000	\$16,257	6%	12/18	15%	Design at permit level has been completed. Plan is to apply for environmental permits with State and Federal agencies in winter of 2018, when approved (est. by May 2018), project is to be publicly bided right after.
WD534C	Sub Basin 51a Watercourse	F. Gu	\$197,000	\$9,735	5%	12/18	15%	Design at permit level has been completed. Plan is to apply for environmental permits with State and Federal agencies in winter of 2018, when approved (est. by May 2018), project is to be publicly bided right after.
WD722R	Sub Basin 3b.4 Watercourse	F. Gu	\$15,000	\$273	2%	12/18	2%	Design work to begin in early 2018, construction is planned for 2019
WD723R	Sub Basin 6 Madrona Crest West	C. Morris	\$205,000	\$0	0%	12/18	0%	Project will continue to replace and extend roadway storm drainage along SE 36th and SE 37th Streets and 86th Avenue in the Madrona Crest neighborhood. Design to begin in summer 2018.
WD724R	Sub Basin 29.2 Watercourse	F. Gu	\$25,000	\$0	0%	12/18	0%	Design work to begin in early 2018, construction is planned for 2019
CAPITAL REINVESTMENT PLAN TOTAL			\$26,220,735	\$7,928,603	30.2%			

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CAPITAL FACILITIES PLAN

PARKS, RECREATION AND OPEN SPACE

XP520R	Regional Trail Connections (KC Levy)	A. Sommargren	\$192,729	\$120,175	62%	12/18	0%	\$11k grant from WCIA for bollard removal; new trail in Luther Burbank constructed
WP503R XP710R	Luther Burbank (MI Levy) Improvements	P. West	\$265,584	\$83,851	32%	12/18	30%	Boiler Building Phase I design in process; SEPA and Shoreline Exemption applied; Shoreline Phase III redesigned to reduce scope; off leash shoreline stabilization; tree removals; temp. webcam at BMX area
XG501A	Mural at I-90 and WMW Onramp	D. Mortenson	\$24,914	\$0	0%	12/17	0%	Artist has been selected. Permits have been obtained. Mural will be painted during daytime hours of summer 2018.

STREETS, PEDESTRIAN AND BICYCLE FACILITIES

XR310R	EMW Shoulders - Phase 10	C. Morris	\$309,000	\$47,258	15%	6/18	15%	This project will construct new paved shoulder from SE 71st Street to Clarke Beach in the 7700 block. Design work was completed in fall 2017 and project advertised for bids in November. Contract awarded in December and work scheduled to begin in early January 2018.
XR320R	Safe Routes to School	A. Tonella-Howe	\$345,746	\$9,781	3%	12/18	0%	The project will be packaged with the SE 40th Street (West Leg, WR517R and East Leg WR517S) for construction in 2018.
XR542C	84th Avenue Path	A. Tonella-Howe	\$22,473	\$32,222	143%	12/18	100%	5-foot hard surface path that will be easier to maintain and provides an dedicated walking path. Work began in late October and was completed by December 2017.
XR543C	WMW Roadside Shoulders (7400-8000 Block)	C. Morris	\$324,000	\$353,636	109%	7/17	100%	This project constructed new paved shoulder along east side of roadway. Construction began in January 2017, but poor weather and utility conflicts hampered progress. All work was completed by July 2017.

GENERAL GOVERNMENT

XG118T	Enterprise Asset Management System (Maintenance Management System)	M. Kaser	\$507,940	\$333,378	66%	12/17	77%	Go live has been scheduled for the week of March 5th, 2018. Reporting, configuration tweaks, the public website for reporting problems/issues, and other tasks are still underway.
XG150T	Small Technology and Equipment	C. Corder	\$100,000	\$25,639	26%	12/18	50%	Emergency repairs were made to the City's fiber network during the snow storm in January and at the Reservoir. Repairs were made to Council Chambers projection and sound system. Two electric vehicle charging terminals were installed.
XG152C	Sustainability Projects	R. Freeman	\$25,000	\$0	0%	12/18	0%	A project has not been identified yet for 2017-2018.
XG721P	Light Rail Station Planning	K. Taylor	\$50,000	\$0	0%	12/18	0%	This project will be coordinated with the Aubrey Davis Park Regional Multiuse Corridor Plan (WP700R) and the final design process for the 80th Avenue entrance and bus integration with the Ligh Rail Station.
XG700D	Maintenance Building Addition Design	M. Olson	\$150,000	\$116,187	77%	12/17	90%	Initial plans and cost estimate completed. Conceptual drawings in process.

STORM WATER UTILITY

XD310C	Basin 10 & 32b Dissolved Metals	P. Yamashita	\$80,000	\$81	0%	12/20	2%	MI obtained a \$325K grant from DOE to implement a pilot project to determine the effectiveness of using oyster shells in catch basins to improve water quality with a focus on dissolved metals. Planning to begin in summer 2018 when funds are released. Project completion in 2020.
XD311C	Water Quality Treatment	B. Hartvigson	\$75,000	\$0	0%	12/18	0%	Project identified to install 2 new catch basins and trash racks in the 4400 block of WMW and 4200 Holly Lane. Project completion planned for Fall 2018.
XD701C	Sub Basin 40b Pipe Extension	B. Hartvigson	\$50,000	\$49,792	100%	12/18	100%	Storm water extension added 188 LF of 12" drain pipe and 4 new catch basins along SE 93rd Ave SE. Excavation areas were repaved with hot mix asphalt.

CAPITAL FACILITIES PLAN TOTAL			\$2,522,386	\$1,172,000	46.5%			
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GRAND TOTAL (CRP + CFP)			\$28,743,121	\$9,100,603	31.7%			
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**CITY OF MERCER ISLAND
ORDINANCE NO. 18-03**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
INCORPORATING CERTAIN BUDGET REVISIONS TO THE 2017-2018
BIENNIAL BUDGET AND AMENDING ORDINANCE NOS. 16-17, 17-13, 17-22
AND 17-26.**

WHEREAS, the City Council adopted the 2017-2018 Budget by Ordinance No. 16-17 on December 5, 2016, representing the total for the biennium of estimated resources and expenditures for each of the separate funds of the City; and

WHEREAS, budget adjustments have been approved by the City Council in 2017-2018 in various open public meetings but have not been formally adopted via ordinance, as noted in the following table; and

Fund	Department	Description	Agenda Bill	Budget Year	Amount	Funding Source(s)
General	Non-Dept'l	Disposition of 2017 expenditure savings: Transfer funding to Capital Improvement Fund for Groveland Beach repair & shoreline improvements project	AB 5424, 5/15/18	2018	\$216,800	Unappropriated fund balance
		Disposition of 2017 expenditure savings: Transfer funding to Equipment Rental Fund for soil remediation work at Maintenance Center and adjacent property	AB 5416, 4/17/18	2018	\$141,468	Unappropriated fund balance
Street	Public Works	Increase SE 40 th Street Corridor Improvements project budget by \$733,165 based on bid award	AB 5427, 5/15/18	2018	\$733,165	TIB grants (\$550,000) + unappropriated fund balance (\$183,165 in transportation impact fees)
	City Manager's Office	Six-month rideshare pilot project with Uber & Lyft	AB 5406, 3/20/18	2018	\$20,000	Sound Transit settlement funds
Beautification	Public Works	Develop & design wayfinding signs to direct cyclists, pedestrians, and motorists from I-90 to the Town Center	AB 5342, 9/19/17	2017	\$35,490	Unappropriated fund balance (\$11,830) + Port of Seattle grant (\$23,660)
1% for the Arts	Parks & Recreation	Design, production & installation of Town Center replacement banners	AB 5372, 1/23/18	2018	\$26,500	Unappropriated fund balance
		Increase budget for West Mercer Way/I-90 wall mural project	AB 5384, 2/20/18	2018	\$5,000	Unappropriated fund balance

Fund	Department	Description	Agenda Bill	Budget Year	Amount	Funding Source(s)
Youth & Family Services	Youth & Family Services	Increase Thrift Shop staffing, increasing 0.75 FTE Donation Assistant to 1.0 FTE & adding 1.0 FTE Production Assistant beginning 5/1/18	AB 5397, 4/17/18	2018	\$59,773	Thrift Shop sales
Capital Improvement	Parks & Recreation	Increase Groveland Beach repair & shoreline improvements project budget by \$551,500 based on bid award (funded by redirecting \$179,000 from other budgeted parks CIP projects, using \$70,000 of available fund balance in the Capital Improvement Fund, and using \$302,500 of available fund balance in the General Fund)	AB 5424, 5/15/18	2018	\$372,500	Unappropriated fund balance (\$70,000) + interfund transfer from General Fund (\$302,500)
Technology & Equipment	Police	Appropriate portion of U.S. Treasury reserve to purchase replacement rifles for Police Department	AB 5392, 2/20/18	2018	\$32,000	Unappropriated fund balance (U.S. Treasury reserve)
Equipment Rental	Public Works	Increase budget for soil remediation work at Maintenance Center and adjacent property	AB 5416, 4/17/18	2018	\$282,935	Interfund transfer from General Fund (\$141,468) + WCIA reimbursement (\$141,467)

WHEREAS, budget adjustments are needed that have not been previously approved by the City Council, as noted in the following table;

Fund	Department	Description	Budget Year	Amount	Funding Source(s)
General	Police	Appropriate grants from Washington Traffic Safety Commission (WTSC) and Washington Association of Sheriffs & Police Chiefs (WASPC) to purchase 3 moving radar units and 1 speed feedback sign	2018	\$9,200	WTSC grant (\$3,700) + WASPC grants (\$5,500)
Street	City Manager's Office	Environmental consulting for potential soil remediation cleanup on Tully's site	2018	\$18,000	Interfund transfer from Beautification Fund

Fund	Department	Description	Budget Year	Amount	Funding Source(s)
Beautification	City Manager's Office	Interfund transfer to Street Fund for environmental consulting for potential soil remediation cleanup on Tully's site	2018	\$18,000	Unappropriated fund balance
		Appropriate funding for Stowe Development & Strategies work in Apr-Dec 2018 for the following: 1) public parking on Tully's site, 2) public parking on Freshy's site, and 3) economic development work	2018	\$56,250	Unappropriated fund balance
Sewer	Public Works	Emergency sewer system repairs: 1) inflow & infiltration problems at pump station #25 following heavy rainfall in Feb 2017; and 2) partial blockage of lake line near pump station #14	2017-2018	\$255,000	Unappropriated fund balance
Storm Water	Public Works	Emergency landslide repair at 8410 West Mercer Way in Feb 2017	2017-2018	\$350,000	FEMA grant
		Continuing work on implementation of storm water programs to comply with National Pollutant Discharge Elimination System (NPDES) permit	2018	\$50,000	Department of Ecology NPDES grant

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

Section 1. Amending the 2017-2018 Budget

The 2017-2018 Budget for the City of Mercer Island, as adopted in Ordinance No. 16-17 and amended by Ordinance Nos. 17-13, 17-22, and 17-26 is hereby amended to incorporate increases in resources and expenditures in the following funds for the 2017-2018 biennium:

Fund No.	Fund Name	Resources	Expenditures
001	General	\$367,468	\$367,468
104	Street	771,165	771,165
117	Beautification	109,740	109,740
140	1% for the Arts	31,500	31,500
160	Youth & Family Services	59,773	59,773
343	Capital Improvement	372,500	372,500
345	Technology & Equipment	32,000	32,000
426	Sewer	255,000	255,000
432	Storm Water	400,000	400,000
503	Equipment Rental	282,935	282,935
Totals		\$2,682,081	\$2,682,081

Section 2. Amending Previously Adopted Budget Ordinances

City Ordinance Nos. 16-17, 17-13, 17-22, and 17-26 as previously adopted and as hereby amended, are hereby ratified, confirmed, and continued in full force and effect.

Section 3. Effective Date

This Ordinance shall take effect and be in force 5 days after passage and publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 5TH DAY OF JUNE 2018.

CITY OF MERCER ISLAND

Debbie Bertlin, Mayor

ATTEST:

Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:

Kari Sand, City Attorney

Date of Publication: _____



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

**AB 5433
June 5, 2018
Regular Business**

PURCHASE AND SALE AGREEMENT AND PARKING AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND TWENTY-FOUR ELEVEN, LLC TO DEVELOP LONG-TERM TRANSIT COMMUTER PARKING IN THE TOWN CENTER, INCLUDING DECLARE PART OF PARCEL 7 SURPLUS PROPERTY

Action:
Approve Resolution No. 1543, declaring part of Parcel 7 surplus to the City’s needs and authorizing the City Manager to execute the proposed Purchase and Sale Agreement and Parking Agreement with Twenty Four Eleven, LLC.

- Discussion Only
- Action Needed:
 - Motion
 - Ordinance
 - Resolution

DEPARTMENT OF

City Manager (Julie Underwood)

COUNCIL LIAISON

n/a

EXHIBITS

1. Map of Proposed Commuter Parking Sites
2. Resolution No. 1543 and Exhibits A (PSA) & B (PA) thereto
3. May 10, 2018 Press Release and FAQ

2018-2019 CITY COUNCIL GOAL

1. Prepare for Light Rail/Improve Mobility

APPROVED BY CITY MANAGER

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

SUMMARY

The City Council has the unique opportunity to provide needed, long-term transit commuter parking for Mercer Island use with the proposed action to sell the undeveloped portion of Parcel 7 under this Agenda Bill and buy the “Tully’s property” under a separate agenda bill (AB 5434). Both actions will provide the City with the best opportunity to obtain the most commuter parking for the least cost to Mercer Island taxpayers by utilizing creative public-private partnership approaches. Attached as Exhibit 1 is a map of the proposed commuter parking sites.

BACKGROUND

During the May 15 regular meeting of the Mercer Island City Council, the Council held its initial review and discussion of this proposed surplus and sale of a portion of the Parcel 7 site and the proposed Parking Agreement to provide up to 70 long-term, transit commuter parking in preparation for the future East Link light rail station (see [AB 5417](#)). This initial review included an overview of the proposed Purchase and Sale Agreement (PSA) and the proposed Parking Agreement (PA) with Twenty Four Eleven, LLC for the undeveloped portion of Parcel 7 that is contiguous with the adjoining Freshy’s site that it already owns. (See Exhibit 2). Twenty Four Eleven, LLC intends to build a mixed-use project on the combined site that is anticipated to include residential and retail uses consistent with the vision and regulations of Mercer Island’s

Town Center development code, including land use review and approval and project action SEPA review and determination by City administration (Development Services Group) and the City's Design Commission. Twenty Four Eleven, LLC will grant a perpetual easement to the City on the resulting combined property for long-term, transit commuter parking in exchange for an easement to expand the underground parking that it is planning to construct below the sidewalk to the edge of the street intersection.

To effectuate this proposed transaction, the undeveloped portion of Parcel 7 must be declared surplus to the needs of the City pursuant to RCW 35A.11.010 (see Exhibit 2), and the proceeds of the sale at fair market value must be remitted to WSDOT to lift the deed restrictions that otherwise restrict the use of the property for road and street purposes only. The City has requested that WSDOT reinvest those dollars back onto Mercer Island, possibly for improvements that will be identified in the future Aubrey Davis Park Master Plan. No funds from the Sound Transit Settlement Agreement are proposed for use on this project.

City staff continues to inform the community of this proposal as well as the related proposal involving the Tully's site (see AB 5434). The City issued a formal [press release on May 10, 2018](#) and prepared a Frequently Asked Questions (FAQ) webpage (see Exhibit 3) and will provide on-going updates in the MI Weekly, the City's e-newsletter, and on its social media platforms.

OVERVIEW OF THE MAY 15 COUNCIL PRESENTATION

City Manager Julie Underwood, City Attorney Kari Sand, and outside consultant Bob Stowe of Stowe Development & Strategies, LLC reviewed the key terms of the proposed PSA/PA between the City and Twenty Four Eleven, LLC and addressed various questions from the Council. The Council's questions primarily focused on the protections to the City in the event of a developer default and the future Parking Management and Operations Agreement that has not been negotiated to date but will be during the due diligence period and before closing.

City Remedies in the Event of Default by the Developer:

The developer is obligated to construct 70 public parking spaces for transit commuters by not later than December 31, 2021. Upon recording of the perpetual parking easement against the undeveloped Parcel 7 site and the Freshy's site, which will incorporate by reference the PA and its various remedies in the event of a developer default, the City will secure its priority position against subsequent parties seeking to secure their interests against these properties.

In the event the developer defaults by failing to construct the required public parking by December 31, 2021, the developer will be liable to the City for one of the following remedies: (1) a cash payment as liquidated damages of \$85,000.00 per undelivered parking space, which represents the construction costs to replace the unmet parking obligation; (2) a judgment by confession admitting the amount of the indebtedness owed to the City together with court costs and attorneys' fees, pursuant to RCW 4.60.050 and 4.60.060, entered against the developer with the King County Superior Court or (3) conveyance of the Parcel 7 site and the Freshy's site to the City. (See Exhibit 2, pages 55 through 58), Section 13 (Default by Developer) and Section 14 (Remedies for Developer Default)). Moreover, a daily penalty for failure to satisfy the remedies set forth above in (1), (2) or (3) applies until one of the obligations is satisfied, thereby curing the event of default.

Future Parking Management and Operations Agreement:

The City's position is to pay only its prorated portion of parking management expenses associated with its use of the parking spaces based on the final number of spaces and hours of use (anticipated between 5:30AM and 7:30PM, Monday through Friday). The City's share of parking management expenses will be offset by users and factored into a future study to determine the differentiated pricing models to charge Island residents versus non-residents. A potential "reservation" model will also be explored to provide guaranteed parking, which does not currently exist at the Mercer Island Park and Ride.

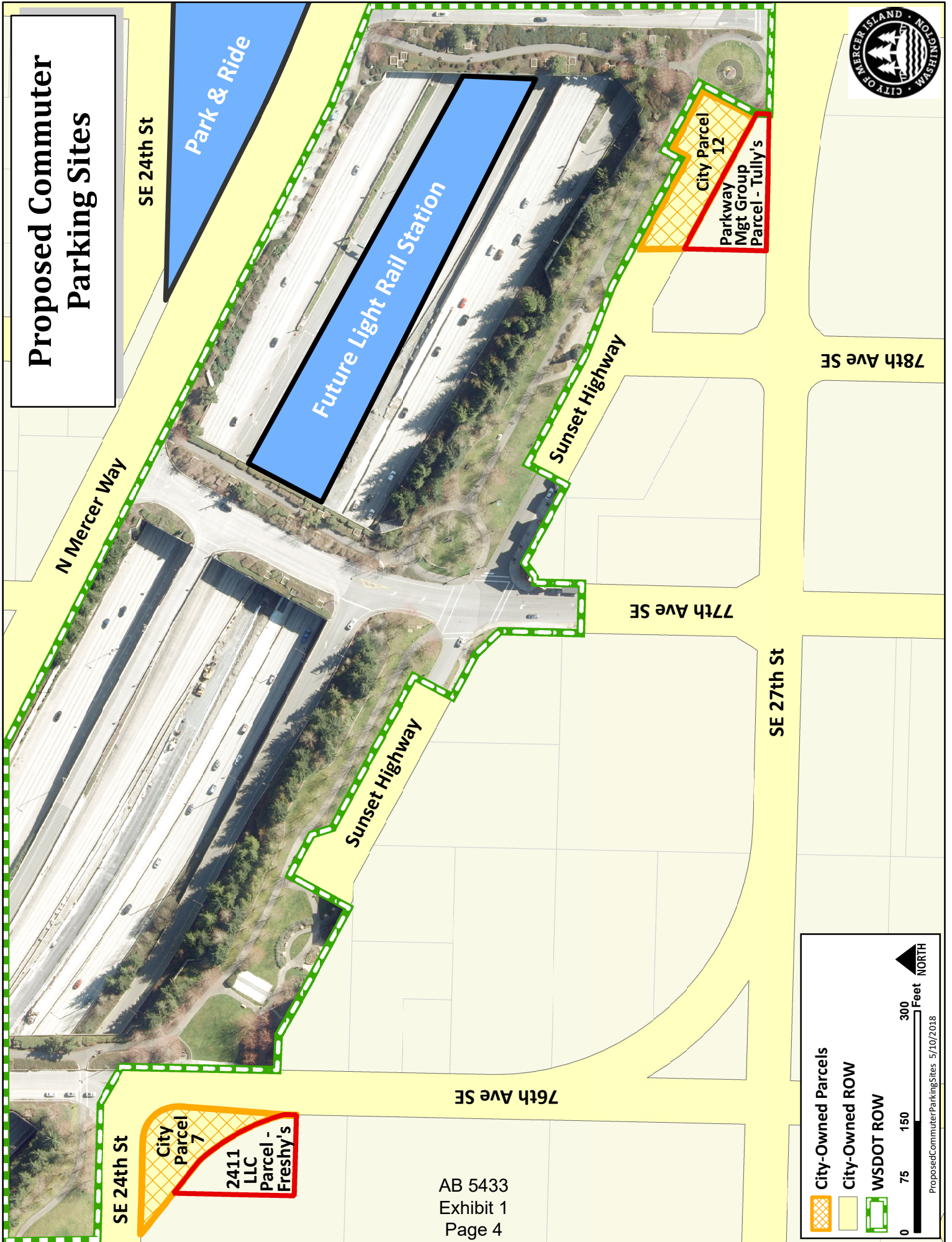
Following the May 15 Council presentation, the City negotiated further revisions to the proposed Access and Parking Easement with Twenty Four Eleven, LLC (see Exhibit 2 at pages 75 through 81; revisions marked in track changes for ease of review and will be replaced with final, clean versions prior to execution and recording). Specifically, the proposed Access and Parking Easement has been revised to now expressly incorporate by reference the related Parking Agreement and all of its terms. Further, Paragraph 3 of the proposed Access and Parking Easement was revised to reflect that the “Grantor (Twenty Four Eleven, LLC) shall congregate the seventy (70) parking spaces together on a single floor within the development to be constructed on Grantor’s Property.” This provision is intended to make future use and management of the transit commuter parking spaces easier and more efficient.

RECOMMENDATION

City Manager

MOVE TO: Approve Resolution No. 1543, declaring Parcel 7 surplus to the needs of the City and authorizing the City Manager to execute the Purchase and Sale Agreement and the Parking Agreement between the City of Mercer Island and Twenty Four Eleven, LLC, in substantially the form attached as Exhibits A and B to Resolution No. 1543.

Proposed Commuter Parking Sites



City-Owned Parcels
City-Owned ROW
WSDOT ROW

0 75 150 300 Feet

ProposedCommuterParkingSites 5/10/2018

NORTH

**CITY OF MERCER ISLAND
RESOLUTION NO. 1543**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND DECLARING A PORTION OF PARCEL 7, LOCATED AT SE 24TH AND 76TH AVENUE SE, SURPLUS TO THE NEEDS OF THE CITY PURSUANT TO RCW 35A.11.010 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND PARKING AGREEMENT WITH TWENTY FOUR ELEVEN, LLC, TO DEVELOP LONG-TERM TRANSIT COMMUTER PARKING ON THE FRESHY'S SITE AND A PORTION OF PARCEL 7 IN THE TOWN CENTER

WHEREAS, in April 2000, the Washington State Department of Transportation (WSDOT) deeded to the City several surplus parcels in Mercer Island as part of its I-90 Turnbacks (Quitclaim Deed, King County Recording No. 20000425001234, recorded on April 25, 2000); and

WHEREAS, included in the WSDOT deed was Parcel 7, a triangular section of land located at the southwest corner of S.E. 24th and 76th Ave S.E; and

WHEREAS, current deed restrictions on Parcel 7 exclude parking as an allowable use if owned by the City; and

WHEREAS, the deed allows for the sale of Parcel 7 to a third-party in exchange for fair market value; and

WHEREAS, the sale of Parcel 7 would remove the WSDOT's deed restrictions to allow for redevelopment, including long-term commuter parking; and

WHEREAS, Parcel 7 has remained undeveloped and is not used for vehicular or pedestrian purposes currently; and

WHEREAS, Twenty Four Eleven, LLC owns property that is contiguous to Parcel 7, commonly known as the Freshy's Seafood Shack; and

WHEREAS, Twenty Four Eleven, LLC has offered to buy, for appraised fair market value, the portion of Parcel 7 that the City is evaluating as a potential site for long-term transit commuter parking; and

WHEREAS, Twenty Four Eleven, LLC also offered to grant a perpetual easement to the City on the resulting combined property, including the City Right-of-Way below the sidewalks bounding the resulting combined property, for long-term transit commuter parking in exchange for an easement to develop future underground parking; and

WHEREAS, the City has been working with Twenty Four Eleven, LLC to develop the proposed Purchase and Sale Agreement (PSA) and the proposed Parking Agreement (PA) for the undeveloped portion of Parcel 7 that is contiguous with the Freshy's site; and

WHEREAS, the proposed development and proposed PSA/PA will provide needed public parking spaces for use by Mercer Island transit commuters for minimal cost as part of a mixed-use development and community enhancement in furtherance of the vibrant downtown envisioned by the adopted Town Center Plan; and

WHEREAS, the proposed purchase and sale agreement is exempt from the State Environmental Policy Act pursuant to WAC 197-11-800(5)(b); and

WHEREAS, proceeds from the sale of the undeveloped portion of Parcel 7, which represent its fair market value, will be transferred to the WSDOT in accordance with the terms of the deed to Parcel 7; and

WHEREAS, the WSDOT transportation project funds will be amplified by the net amount of sale of the portion of Parcel 7 purchased by Twenty Four Eleven, LLC; and

WHEREAS, the proposed PSA/PA represent a public-private partnership that is beneficial for all parties and the citizens of the City of Mercer Island; and

WHEREAS, the City will receive up to seventy (70) commuter parking spaces perpetually on the resulting combined property, which Twenty Four Eleven, LLC will construct at minimal cost to the City;

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

Parcel 7 is declared surplus to the needs of the City pursuant to RCW 35A.11.010. The City Manager is hereby authorized to execute the Purchase and Sale Agreement between the City of Mercer Island and Twenty Four Eleven, LLC in substantially the form attached hereto as Exhibit 1, including the Parking Agreement in substantially the form attached hereto as Exhibit E to Exhibit 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE ____ DAY OF JUNE 2018.

CITY OF MERCER ISLAND

Debbie Bertlin, Mayor

ATTEST:

Allison Spietz, City Clerk

PURCHASE AND SALE AGREEMENT

**by and
between**

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

as “Seller”

and

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

as “Buyer”

Dated: _____, 2018

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List of Exhibits

Exhibit A	Legal Description of Property
Exhibit B	Intentionally Deleted
Exhibit C	Form of Earnest Money Note
Exhibit D	Form of Deed
Exhibit E	Form of Parking Agreement
Exhibit F	List of Reports Delivered to Buyer
Exhibit G	Form of Access Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is 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”). The Parties agree that the “Effective Date” of this Agreement shall defined in Section 31. This Agreement is made with reference to the following recitals:

Recitals

A. Seller owns the Property (as defined below), which is commonly known as “Parcel 7” in the Quitclaim Deed under King County, Washington Recording No. 20000425001234.

B. The Property is currently *vacant*. Buyer desires to purchase the Property (as defined below) to develop it into a mixed-use project consisting of an underground parking garage with both public and private parking, retail and residential uses (the “Project”).

C. Buyer’s Project is consistent with Seller’s goals for the Property. The Parties have deemed it beneficial to enter into a negotiated sale transaction whereby Buyer will acquire and develop the Property.

D. Upon its acquisition of the Property, Buyer intends to develop the Project on the Property in accordance with and subject to the terms and conditions of the Parking Agreement (as defined in Section 3) and the Mercer Island City Code.

E. Pursuant to Resolution No. 1543, Seller has determined that it has no current or future need for the Property, that it would be put to a higher or better use for the community at large if sold to Buyer and thus Seller has declared the Property surplus to its needs and has approved of the sale of the Property to the abutting property owner, subject to the terms and conditions of this Agreement and the exhibits hereto.

Agreement

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

Section 1. Purchase and Sale.

1.1 The Property. In consideration of their mutual covenants set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price (as defined in Section 2.1) and on the terms and conditions set forth in this Agreement and the exhibits hereto, the following:

1.1.1 That certain real property more particularly described in Exhibit A attached hereto (the “Land”).

1.1.2 All rights, covenants, interests, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on the Land, all development rights, air rights, water, water rights and water stock relating to the Land, and any and all easements (including but not limited to the below grade, perpetual parking easement between the property lines and curb lines along SE 24th Street and 76th Avenue SE), rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the “Appurtenances”).

1.1.3 Any improvements located on the Land, including, without limitation, any utility systems and monitoring well facilities on the Land (collectively, the “Improvements”).

There is no personal property included in the transaction provided for herein. The Land, the Appurtenances and the Improvements are sometimes collectively referred to as the “Property.”

Section 2. Purchase Price.

2.1 Purchase Price. The purchase price for the Property is Two Million Three Hundred Thousand Dollars and No/100 (\$2,300,000.00) as hereinafter provided, the “Purchase Price”), payable in cash at Closing (as defined in Section 4.2). The Purchase Price shall be confirmed by an appraisal conducted by the City and by a review appraisal conducted by the Washington State Department of Transportation (“WSDOT”). In the event the WSDOT does not consent to the Purchase Price, the Parties shall adjust said Purchase Price consistent with the WSDOT review appraisal during the first 120 days of the Due Diligence Period, as defined below, by written amendment of this Agreement. If an adjustment is made to the Purchase Price, an equivalent adjustment and amendment shall be made to the number of public commuter parking spaces as set forth in Section 10. For example, a Purchase Price adjustment increase of \$430,000 would require a corresponding reduction of 5 public commuter parking spaces valued at \$85,000.00 per space (\$430,000.00 divided by \$85,000.00 per space equals a reduction of 5 parking spaces to offset the increased Purchase Price). Not later than 10:00 a.m., Pacific Time, on the Closing Date (as defined in Section 4.2), Buyer shall deposit with the Escrow Holder (as defined in Section 2.2, via wire transfer, the Purchase Price, less the Deposit, together with Buyer’s share of closing costs and prorations.

2.2 Earnest Money.

2.2.1 Upon execution of this Agreement, Buyer shall execute a Promissory Note in the amount of One Hundred Fifteen Thousand Dollars and No/100 (\$115,000.00) in the form attached hereto as Exhibit C (the “Earnest Money Note”). The Earnest Money Note shall be held by *First American Title Insurance Company, 818 Stewart Street, Suite 800, Seattle, Washington 98101*, as the Escrow Holder hereunder (“Escrow Holder” or the “Title Company”). Within three (3) Business Days after satisfaction of Buyer’s Inspection Condition set forth in Section 5.1.1 below, Buyer shall replace the Earnest Money Note with cash in

the amount of One Hundred Fifteen Thousand Dollars and No/100 (\$115,000.00) to be held as the earnest money deposit hereunder (the “Deposit”).

2.2.2 The Deposit shall be applicable to the Purchase Price. The Deposit shall be nonrefundable, except that the Deposit shall be refunded to Buyer in the event that (i) one of Buyer’s Conditions Precedent (as defined in Section 5 below) is not satisfied within the time period applicable to such condition, or (ii) the transaction fails to close due to a default on the part of Seller and through no fault of the Buyer. The Deposit shall be held in an interest-bearing account, with interest being included with the Deposit and going to the benefit of the Party entitled to the Deposit at Closing or other termination of this Agreement.

Section 3. Parking Agreement. Following Closing, Buyer shall develop or cause the development of the Project on the Land as provided in and subject to the terms and conditions of the Parking Agreement to be entered into by Seller and Buyer at Closing substantially in the form of Exhibit E attached hereto (the “Parking Agreement”). Seller does not object to Buyer applying for permits for the Project described in the Parking Agreement before the Closing.

Section 4. Escrow; Closing.

4.1 Escrow. Buyer and Seller hereby appoint the Escrow Holder to hold the escrow and conduct the Closing under this Agreement. Buyer and Seller shall execute and deliver to Escrow Holder such instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated by this Agreement, provided that they are not inconsistent with the terms of this Agreement.

4.2 Closing; Closing Date. The consummation of the purchase and sale of the Property (the “Closing”) shall take place 60 days following the expiration of the Due Diligence Period (as defined in Section 5.1.1) herein but not later than February 5, 2019 (the “Closing Date”). This Agreement shall automatically terminate if Closing does not occur by February 5, 2019, unless an extension is approved by both Buyer and Seller.

4.3 Buyer’s Deliveries. At or before Closing, Buyer shall deliver into Escrow the following:

4.3.1 funds transmitted by wire transfer in the amount of the Purchase Price (less the amount of the Deposit), together with Buyer’s share of closing costs and prorations pursuant to Section 11.

4.3.2 two executed counterparts of the Parking Agreement (executed by Buyer) and the accompanying Guaranty (executed by Buyer); and

4.3.3 A real estate excise tax affidavit, executed by Buyer.

4.3.4 two executed counterparts of the Easements, if any (as provided in Section 6.3).

4.4 Seller's Deliveries. At or before Closing, Seller shall deliver into Escrow the following:

4.4.1 a bargain and sale deed (the "Deed") to the Property in the form attached hereto as Exhibit D, subject only to the Permitted Exceptions (as defined in Section 6.1), properly executed and acknowledged on behalf of Seller, and an accompanying real estate excise tax affidavit;

4.4.2 duplicate originals of an executed affidavit by Seller to the effect that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

4.4.3 two executed counterparts of the Parking Agreement executed by Seller; and

4.4.4 two executed counterparts of the Easements, if any (as provided for in Section 6.3).

4.5 Proof of Authority. Buyer and Seller each shall deliver such proof of authority and authorization to enter into this Agreement and consummate the transaction contemplated by this Agreement, and such proof of power and authority of the individual(s) executing and delivering any instruments, documents or certificates to act for and bind such Party, as reasonably may be required by the Title Company.

4.6 Other Documents. Buyer and Seller shall deliver such other documents or instruments as are reasonably required to consummate this transaction in accordance with this Agreement, including without limitation instructions from the Escrow Holder and each Party's respective closing statement.

4.7 Possession. Seller shall deliver possession of the Property to Buyer at Closing.

4.8 Disbursement and Other Actions. At the Closing, Escrow Holder promptly shall undertake all of the following in the manner indicated:

4.8.1 Funds. Disburse all funds deposited with Escrow Holder by Buyer as follows:

(a) Disburse the Purchase Price to Seller, net the total amount chargeable to Seller, if any, as the result of prorations and credits pursuant to Section 11.

(b) Disburse the remaining balance of the funds, if any, to Buyer promptly following the Closing.

4.8.2 Recording. Cause the Deed, the Parking Agreement, the Easements (if any) and any other documents that the Parties may mutually direct to be recorded in the Official Records of King County, Washington, and obtain conformed copies thereof for distribution to Buyer and Seller.

4.8.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer pursuant to Section 6.2 hereof.

4.8.4 Disbursement of Documents to the Parties. Disburse to each Party the counterpart documents per the instructions of the Parties.

Section 5. Conditions Precedent to Closing.

5.1 Buyer's Conditions. For Buyer's benefit (and waivable by Buyer, and only Buyer, at any time), the following are conditions precedent to Buyer's obligation to consummate this transaction described in this Agreement ("Buyer's Conditions Precedent") and must be satisfied or waived by the date or within the time period indicated:

5.1.1 Due Diligence.

(a) Due Diligence Period. From the Effective Date through and including [_____, _____] **[the date that is 180 days following the Effective Date]** (such period of time, the "Due Diligence Period"), as such period may be extended by the mutual agreement of the Parties. Buyer, in its sole discretion and at its sole expense, shall have the opportunity to inspect and approve the physical condition and use of the Property, the economic feasibility of the Project and any other matters relating to the Property as Buyer elects to undertake (collectively, the "Inspections"), including without limitation, the availability of financing, access, utility services, zoning, engineering, soils and environmental conditions, status of neighboring projects and a survey (the "Inspection Condition"). The plan for any invasive testing of the Property (including Phase II environmental sampling) shall be subject to Seller's prior review and approval, not to be unreasonably withheld. The Inspection Condition must be satisfied or waived by the end of the Due Diligence Period.

If for any reason whatsoever Buyer determines that the Property is unsuitable for its purposes in its sole and absolute discretion and notifies Seller of such decision before the end of the Due Diligence Period, then this Agreement shall terminate. If Buyer does not provide written notice to Seller of its approval of this condition by the end of the Due Diligence Period, the Inspection Condition shall not be satisfied and this Agreement shall terminate. In the event of either such termination, Escrow Holder shall promptly return the Earnest Money Note to Buyer. If this Agreement does not terminate at the end of the Due Diligence Period, the Inspection Condition shall be considered to have been satisfied, and the Deposit shall not be refundable to Buyer by reason of the Inspection Condition.

(b) Access to Property. Further, until the Closing Date or earlier termination of this Agreement, Buyer and its authorized contractors, engineers, surveyor, appraiser, consultants, employees, lenders and agents shall have the right to enter onto the Property for purposes of undertaking the Inspections. Such entry shall be pursuant to a Site Access Agreement between City and Buyer (the "Access Agreement") in the form attached hereto as Exhibit G (which agreement may have been executed by the Parties before execution of this Agreement). Buyer agrees to indemnify Seller and to hold Seller, Seller's agents and employees harmless from and against any and all losses, costs, damages, claims or liabilities including, but

not limited to, construction, mechanic's and material men's liens and attorneys' fees, to the extent caused by Buyer's entry upon the Property, including the conduct of the Inspections, by Buyer or its contractors, consultants, employees or agents under this Section 5.1.1. This indemnity shall survive Closing or termination of this Agreement.

(c) Reports and Disclosure Statement. Within five (5) days following the Effective Date, Seller shall cause delivery to Buyer copies of all reports about the physical condition of the Property that have been prepared at the request of Seller or that are in Seller's possession, including environmental and soils reports, which reports are listed on Exhibit F hereto (the "Reports"). Seller disclaims any responsibility for the accuracy of any information contained in the Reports, and Buyer acknowledges that it uses the Reports at its own risk. If this Agreement terminates or the purchase and sale fails to close, Buyer promptly shall return the Reports (and all copies thereof) to Seller.

Buyer does not waive its right to receive from Seller a real property disclosure statement provided for in Chapter 64.06 RCW.

5.1.2 Title Policy. On the Closing Date, the Title Company shall be prepared to issue the Title Policy to Buyer as of the Closing Date in accordance with Section 6 of this Agreement.

5.1.3 Representations and Warranties. On the Closing Date, Seller's representations and warranties contained in Section 7.1 are true and correct, as if made as of the Closing Date, except as provided in Section 7.3.

5.1.4 Seller's Performance. Seller has duly and timely performed each and every other material obligation to be performed by Seller under this Agreement before Closing.

5.2 Seller's Conditions. For Seller's benefit (and waivable by Seller, and only Seller, at any time), the following are conditions precedent to Seller's obligation to consummate this transaction ("Seller's Conditions Precedent") and must be satisfied or waived by the date or within the time period indicated:

5.2.1 Buyer's Performance. Buyer has duly and timely performed each and every material obligation to be performed by Buyer under this Agreement prior to Closing.

5.2.2 Buyer's Representations and Warranties. Buyer's representations and warranties set forth in Section 7.2 are true and correct as if made as of the Closing Date, except as provided in Section 7.3.

Section 6. Evidence of Title.

6.1 Commitment. Within five (5) days following the Effective Date, Seller shall cause delivery to Buyer of a preliminary title commitment for a standard ALTA owner's policy of title insurance ("Commitment"), together with the underlying documents forming the basis of the exceptions, issued by the Title Company. Seller shall

obtain an ALTA/ACSM survey of the Property (the “Survey”) during the Due Diligence Period and provide said Survey to Buyer. Buyer shall have until thirty (30) days after the Effective Date to object to any matter disclosed in the Commitment or the Survey by giving written notice (the “Title Defect Notice”) of the objection to Seller. If, after the initial issuance of the Commitment and giving of the initial Title Defect Notice, the Title Company amends the Commitment by adding a new exception thereto, or the Survey reveals any new matters affecting title, Buyer shall be entitled to give a Title Defect Notice to such exception within five (5) Business Days after receipt of the amendment. Any matters not referenced in a timely Title Defect Notice shall be deemed approved by Buyer and are referred to herein as “Permitted Exceptions.” Within five (5) Business Days after receiving a Title Defect Notice, Seller shall notify Buyer in writing of any disapproved exception(s) that Seller declines to cure. Thereafter Buyer shall have three (3) Business Days to either waive the exception Seller has declined to cure (which thereafter shall constitute a Permitted Exception) or to terminate this Agreement.

Anything to the contrary in this Agreement notwithstanding, Seller shall have no affirmative obligation to expend any funds or incur any liabilities to cause any title exceptions to be removed from the Commitment (or any update thereto) or insured over, except that Seller shall pay or discharge any lien or encumbrance voluntarily created, permitted or assumed by Seller (except current taxes and assessments) and not created by or resulting from the acts of Buyer or other parties not related to Seller.

- 6.2 Issuance of Policy. At Closing, the Title Company shall be prepared to issue an extended 2006 ALTA owner’s title insurance policy (“Title Policy”) in the amount of the Purchase Price insuring Buyer and subject only to (a) a lien for real property taxes, not then delinquent; (b) Permitted Exceptions approved or deemed approved by Buyer; (c) matters affecting the condition of title to the Property resulting from the actions or activities of Buyer or created by or with the written consent of Buyer; and (d) the Parking Agreement and the Easements, if any.
- 6.3 Utility Easements. To the extent that there are existing utilities that cross the Property for which Seller requires an easement to serve other property or that crosses other property owned by Seller adjacent to the Property (excluding adjacent streets) for which Buyer requires an easement to serve the Property, Buyer and Seller will enter into utility easements therefor at Closing (the “Easements”). Each Party will notify the other of the need, if any, for such utility easements within 45 days after the Effective Date and Buyer shall provide a copy of the survey it obtains during the Due Diligence Period promptly upon receipt to facilitate this review. If such utility easements are needed, Seller shall provide its form of utility easement for Buyer’s review. If the Parties cannot agree on the forms of such utility easements before the end of the Due Diligence Period, then Buyer shall be entitled to exercise its rights to terminate this Agreement under Section 5.1.1(a).

Section 7. Representations and Warranties.

7.1 Seller. Seller represents and warrants that as of the Effective Date of this Agreement:

7.1.1 Seller has the legal power, right and authority to enter into this Agreement and all documents required to be executed by Seller under this Agreement and to consummate the transaction contemplated by this Agreement.

7.1.2 To Seller's actual knowledge, there are no pending or threatened (in writing) actions, suits, arbitrations, claims or proceedings, at law or in equity, adversely affecting the Property or to which Seller is a party by reason of Seller's ownership of the Property, including any eminent domain proceeding.

7.1.3 Except for any matters shown on the Commitment, Seller has not entered into any oral or written leases, subleases, rental agreements licenses, service or maintenance agreements or other contracts or agreements (written or oral) with respect to the ownership, operation, maintenance, use or occupancy with respect to the Property or any portion thereof that would encumber the Property or bind Buyer after Closing.

7.1.4 Except for notice with respect to the matters listed on Exhibit F attached hereto, Seller has not received any notices from any governmental authority with respect to any violation of any statute, ordinance or regulation applicable (or alleged to be applicable) to the Property.

7.1.5 The Reports listed on Exhibit F are all of the reports in Seller's possession regarding the physical condition of the Property.

Seller shall promptly notify Buyer of any new event or circumstance of which Seller has actual knowledge that occurs or arises after the date hereof and that makes any representation or warranty of Seller under this Agreement untrue in any respect that would materially affect Buyer's development of the Property.

In reference to the Seller, the term "actual knowledge" as used herein means the knowledge of the Mercer Island City Manager. The foregoing representations and warranties shall be deemed made as of Closing except to the extent modified by a certificate delivered by Seller at Closing notifying Buyer of any changes arising prior to Closing.

7.2 Buyer. Buyer represents and warrants that as of the date it executes this Agreement and as of Closing:

7.2.1 Buyer has the legal power, right and authority to enter into this Agreement and the documents required to be executed by Buyer under this Agreement, and to consummate the transactions contemplated by this Agreement.

7.2.2 All requisite action (corporate, partnership, limited liability company or otherwise) has been taken by Buyer in connection with entering into

this Agreement and the documents required hereby to be executed by Buyer and the consummation of the transactions contemplated hereby.

- 7.3 Changes in Representations and Warranties. The foregoing representations and warranties are to be made by the Parties as of the Effective Date of this Agreement and as of the Closing Date. If after the Effective Date and before the Closing Date, a Party making a representation and warranty (the “Representing Party”) becomes aware of facts that would cause such representation and warranty to be untrue or incomplete, the Representing Party shall notify the other Party (the “Nonrepresenting Party”) in writing within five (5) Business Days after discovery of the new facts, and include copies of documents or materials, if any, related to such new facts (the “Change Notice”). If a representation and warranty can no longer be accurately made by the Representing Party and this is (i) due to a state of facts first arising after the Effective Date, (ii) not intentionally caused by the Representing Party, (iii) such new state of facts materially and adversely affects a right, remedy or obligation of the Nonrepresenting Party under this Agreement, prevents a Party from performing as required herein, or, in the case of Buyer, the materially increases the costs associated with Buyer’s intended use of the Property or materially decreases value of the Property, then the Nonrepresenting Party may by written notice to the Representing Party elect to terminate this Agreement. In such event, Escrow Holder shall promptly return the Earnest Money Note or Deposit, whichever is applicable, to Buyer and neither Party shall have any further obligations hereunder (except as provided in Section 5.1.1). Such election must be exercised within five (5) Business Days after the Nonrepresenting Party receives a Change Notice. During such five (5) day period, however, the Parties shall negotiate in good faith about possible solutions to address the change in facts (e.g., proposals for courses of actions to cure the issue or price adjustments).

Section 8. As Is. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN NEGOTIATED TO REFLECT THE CURRENT CONDITION OF THE PROPERTY “AS IS” AND “WHERE IS.” BUYER REPRESENTS AND WARRANTS TO SELLER THAT:

(a) BUYER WILL HAVE DILIGENTLY EXAMINED AND INVESTIGATED TO BUYER’S FULL SATISFACTION THE PHYSICAL CONDITION OF THE PROPERTY, SELLER’S DISCLOSURE DOCUMENTATION (IF ANY) AND ALL OTHER MATTERS THAT IN BUYER’S JUDGMENT AFFECT BUYER’S USE OF THE PROPERTY AND BUYER’S WILLINGNESS TO ENTER INTO THIS AGREEMENT PRIOR TO CLOSING.

(b) EXCEPT AS SET FORTH IN THIS AGREEMENT AND ANY EXHIBITS ATTACHED, NEITHER SELLER NOR ANY REAL ESTATE BROKER, AGENT OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THIS TRANSACTION OR ANY FACT RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL CONDITION OF THE PROPERTY, ACCESS, ZONING LAWS, ENVIRONMENTAL MATTERS, UTILITIES, OR ANY OTHER

MATTER AFFECTING THE PROPERTY OR THE USE THEREOF. BUYER IS RELYING AND WILL RELY SOLELY ON SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 7.1, SECTION 28, IN THE DEED AND BUYER'S OWN INSPECTIONS, TESTS, AUDITS, STUDIES AND INVESTIGATIONS.

(c) BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, ITS USE, COMPLIANCE WITH LAW OR OTHERWISE RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, EXCEPT THE REPRESENTATIONS AND WARRANTIES OF SELLER AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE DEED.

(d) IF BUYER HAS NOT EXERCISED ITS RIGHT TO TERMINATE THIS AGREEMENT AS PROVIDED HEREIN, BUYER SHALL ACCEPT THE PROPERTY "AS IS" AND "WHERE IS" WITH ALL FAULTS AT CLOSING AND, EXCEPT AS SET FORTH IN SECTION 7.1, SECTION 28 IN THE DEED, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY OF ANY KIND WHATSOEVER BY SELLER, ANY REAL ESTATE BROKER, AGENT OR OTHER REPRESENTATIVES OF SELLER. IF BUYER PURCHASES THE PROPERTY UNDER THIS AGREEMENT, THEN BUYER SHALL BE DEEMED TO HAVE AGREED TO ACCEPT TITLE TO THE PROPERTY SUBJECT TO ANY ENVIRONMENTAL CONTAMINATION DISCOVERED ON THE PROPERTY BEFORE OR AFTER CLOSING AND TO HAVE WAIVED AND RELEASED ITS RIGHT TO RECOVER FROM SELLER, AND ITS ELECTED OFFICIALS, OFFICERS, ATTORNEYS, EMPLOYEES, AND AGENTS OF SELLER AND FROM ANY REAL ESTATE BROKERS OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT SELLER, ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES WHATSOEVER (INCLUDING ATTORNEYS' FEES AND COSTS) AND CLAIMS THEREFOR, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY LAW, ORDINANCE, OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTIONS 9601 ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTIONS 6901 ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. SECTIONS 466 ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. SECTIONS 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. SECTIONS 1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. SECTIONS 2601-2629), AND THE MODEL TOXICS CONTROL ACT (RCW 70.105D). SUCH WAIVER AND RELEASE SHALL NOT APPLY WITH RESPECT TO ANY RELEASE OF HAZARDOUS SUBSTANCES OR DAMAGE TO THE PROPERTY CAUSED BY SELLER, SELLER'S EMPLOYEES, OFFICERS, COUNCIL MEMBERS OR AGENTS THAT OCCURS AFTER CLOSING AND AFFECTS THE PROPERTY.

Section 9. Environmental Issues.

9.1 Contamination. The Property may have Hazardous Substances within its boundaries and/or emanating from the Property, including contamination that has not yet been discovered or is otherwise unknown as to nature and extent, and it may be potentially subject to contamination in the future from offsite sources (the “Contamination”). Pursuant to Section 5.1.1, Buyer will be conducting investigations to determine whether it is satisfied with the environmental condition of the Property.

The Parties intend that, as between Buyer and Seller, Buyer or its successors will be solely responsible for undertaking any and all remediation of the Contamination after Closing to the extent required by law. Seller will not enter into any agreements before Closing with the state or federal environmental regulatory agencies that would bind Buyer or the Property with regard to any remedial action of Hazardous Substances on the Property or compliance of the Property with Environmental Laws.

The term “Hazardous Substance(s)” as used in this Agreement means any hazardous waste or other substances listed, defined, designated or classified as hazardous, dangerous, radioactive, toxic, solid waste or a pollutant or contaminant in any Environmental Law, including without limitation (a) petroleum products and petroleum byproducts; (b) polychlorinated biphenyls; and (c) chlorinated solvents. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances, including without limitation the Washington Model Toxics Control Act, chapter 70.105D RCW and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. The term “Release” means any intentional or unintentional entry of any Hazardous Substance into the environment, including but not limited to the abandonment or disposal of containers of Hazardous Substances unless permitted by applicable regulations.

9.2 Buyer’s Release and Waiver of Claims. Effective as of Closing, Buyer shall be deemed to have released and forever discharged Seller, Seller’s employees, elected officials, council members and agents from any claim or cause of action that Buyer has or may have that is related to the Contamination or the presence or alleged presence of Hazardous Substances at, below, or emanating from the Property. Except as provided in Section 5.1.1 or the Access Agreement, Buyer shall have no duty to defend or indemnify Seller or any employees, elected officials or agents of Seller from any claims, causes of actions or liabilities whatsoever asserted against Seller by a third party, including but not limited to claims by a private party or governmental entity alleging loss or seeking contribution or any other relief under any Environmental Law or common law.

9.3 Seller’s Release and Waiver of Claims. Effective as of Closing, Seller shall be deemed to have released and forever discharged Buyer and its employees, directors, partners, members, shareholders, agents, successors and assigns, from any claim or cause of action that Seller has or may have related to the Contamination or the presence or alleged presence of Hazardous Substances at, below, or emanating from

the Property as of the Closing Date. This release of claims shall not apply with respect to any Release of Hazardous Substances by Buyer, Buyer's employees, directors, partners, members, managers, shareholders, agents, successors or assigns that occurs after Closing and affects property owned by Seller adjacent to or in the vicinity of the Property. Seller shall have no duty to defend or indemnify Buyer from any claims, causes of actions or liabilities whatsoever asserted against Buyer by a third party, including but not limited to claims by a private party or governmental entity alleging loss or seeking contribution or any other relief under any Environmental Law or common law.

- 9.4 Rights Reservation. Notwithstanding the foregoing provisions of this Section 9, upon Closing, Buyer and Seller reserve all their rights and defenses against any non-parties to this Agreement, including but not limited to the right to seek cost recovery or contribution under any Environmental Law, statute or common law, regarding the presence, investigation or cleanup of any Hazardous Substance on, at, under, around or migrating from the Property. In addition, notwithstanding the foregoing, the waivers and releases contained in this Section 9 shall not apply to the extent of third-party claims brought against one Party alleging an action in violation of an Environmental Law with respect to the Property by the other Party.

Section 10. Underground Public Parking. As part of the development of the Project, Buyer agrees to construct seventy (70) underground public parking spaces at Buyer's sole cost and expense on or before December 31, 2021 (the "Underground Public Parking"). The City may also purchase additional underground public parking spaces at \$85,000.00 per space from the Buyer at its sole discretion following Closing and prior to December 31, 2021, provided the total number of public parking spaces does not exceed Seventy-Five (75). The management, operation and use of the Underground Public Parking shall be determined solely by the City. The Parking Operations and Management Agreement to be executed by Seller and Buyer at Closing will provide the specific agreements concerning the Underground Public Parking.

Section 11. Costs and Expenses. Seller shall pay (a) the premium for the standard portion of the Title Policy, (b) one-half (1/2) of all escrow fees and costs, (c) Seller's share of prorations and (d) the costs of the Survey. Buyer shall pay for (e) the premiums for the extended coverage portion or additional title insurance coverage or endorsements, (f) all recording charges, (g) one-half (1/2) of all escrow fees and costs, and (h) Buyer's share of prorations. Because Seller is a public entity, no excise tax will be due on the Sale. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants. The Property is currently exempt from property taxes, so there are no taxes to prorate. All property taxes and assessments arising from and after Closing shall be the sole responsibility of Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the City of Mercer Island, County of King, and State of Washington. If the transaction is terminated by either Party on account of default by the other, the defaulting Party shall pay all escrow and title costs billed by the Escrow Holder.

Section 12. Condemnation. If before the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of all of the Property, then this Agreement shall terminate. Seller agrees not to initiate any condemnation or eminent domain

proceedings regarding the Property. If such proceeding proposes to take less than all of the Property, and the portion of the Property to be taken (i) has a value in excess of \$200,000, (ii) would take any right of access to the Property, or (iii) is necessary for the development of the Project and the Project cannot be reasonably and economically reconfigured (each, a “Material Taking”), Buyer may:

(a) terminate this Agreement by written notice to Seller whereupon the Parties shall proceed in accordance with Section 14 for a termination that is not the fault of either party; or

(b) proceed with the Closing, in which event Seller shall assign to Buyer in writing all of Seller’s right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

Seller shall immediately notify Buyer in writing of the commencement or occurrence of any condemnation or eminent domain proceedings. If such proceedings would result in a Material Taking of any of the Property, Buyer shall then notify Seller, within ten (10) days of Buyer’s receipt of Seller’s notice, whether Buyer elects to exercise its rights under clause (a) or clause (b) of this Section 12. Closing shall be delayed, if necessary, until the later to occur of (i) the Closing Date or (ii) five (5) Business Days after the expiration of the 10-day period. If Buyer fails to timely elect to proceed under this Section 12, then Buyer will be deemed to have elected clause (b) above. If a taking is not a Material Taking, the Parties shall proceed in accordance with clause (b) above.

Section 13. Legal and Equitable Enforcement of this Agreement.

13.1 Default by Seller. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller refuses or fails without legal excuse to convey the Property to Buyer as required by this Agreement, or otherwise defaults in its obligations hereunder, and provided that Buyer is not in default in its obligations hereunder, Buyer shall have the right to elect one of the following remedies: (a) specific performance of this Agreement; or, alternatively, (b) to terminate this Agreement upon written notice to Seller and receive a return of the Deposit, in which case neither Party shall have any further obligations to the other hereunder, except that Seller shall be responsible to reimburse Buyer for one-half (50%) of Buyer’s due diligence expenses (e.g., architectural, engineering and environmental fees and costs) up to a maximum amount of Fifty Thousand Dollars and No/100 (\$50,000.00) and except for the indemnities expressly stated to survive hereunder and Section 30 concerning attorney’s fees.

13.2 Default by Buyer. If Buyer fails without legal excuse to complete the purchase of the Property, the Deposit shall be forfeited to Seller as liquidated damages and payment by Buyer of any attorney’s fees and enforcement costs due under Section 30 below, is the sole and exclusive remedy against Buyer available to Seller for Buyer’s failure to complete the purchase of the Property as required under this Agreement. In no event shall Seller be entitled to specific performance against Buyer for such failure. If the Closing fails to occur by reason of Buyer’s default, the Parties agree that the damages that Seller would suffer thereby are difficult or

If to Buyer:

Twenty Four Eleven, Limited Liability Company
9219 SE 33rd Place
Mercer Island, WA 98040
Attention: Leon Cohen
E-mail: leon@leongcs.com
Phone: (206) 714-8237

With a copy to:

Jerome O. Cohen, Attorney at Law
4554 California Avenue SW
Seattle, WA 98116
E-mail: Jeromecohen@msn.com
Phone: (206) 621-9095

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, (c) sent by facsimile transmission to the party and its counsel, receipt of which has been confirmed by telephone, and by regular mail, in which case notice shall be deemed delivered on the next Business Day following confirmed receipt, or (d) hand delivered, in which case notice shall be deemed delivered on the date of the hand delivery. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 16; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 16. Time of Essence. Time is of the essence of this Agreement.

Section 17. Governing Law; Jurisdiction. The construction, validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to the jurisdiction in the King County Superior Court for the State of Washington or in the United States District Court for the Western District of Washington.

Section 18. Counterparts; Transmissions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that executed counterparts may be transmitted by facsimile or as a digital document by electronic mail and such transmitted, executed counterparts shall be treated as an executed original counterpart.

Section 19. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 20. Assignability. Buyer shall not assign its rights under this Agreement without Seller's prior written consent. Such consent will not be unreasonably withheld.

Section 21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

Section 22. Modifications; Waiver. No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

Section 23. Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

Section 24. Fair Construction; Severability. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that any ambiguities are to be construed against the drafting party shall be inapplicable in the interpretation of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions contained herein in order to achieve the objectives and purposes of this Agreement. If any term, provision, covenant, clause, sentence or any other portion of the terms and conditions of this Agreement or the application thereof to any person or circumstances shall apply, to any extent, become invalid or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable to most nearly retain the intent of the Parties, and if such modification is not possible, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation or unenforceability.

Section 25. Survival. The representations and warranties in this Agreement shall survive the Closing of this transaction for a period of ninety (90) days following Closing, and written notice of any claim by a Party for a breach thereof must be delivered to the other Party within such time period. In addition, the indemnities and agreements contained in Section 5.1.1(b) (Access to Property), Section 9 (Environmental), Section 28 (Brokers) and Section 30 (Attorneys' Fees) shall survive the termination or expiration of this Agreement and shall survive the Closing. Except for the foregoing provisions, all other agreements of the Parties contained in this Agreement shall terminate upon Closing.

Section 26. No Personal Liability of Officers or Directors.

26.1 Seller. Buyer acknowledges that this Agreement is entered into by Seller as a municipal corporation and Buyer agrees that no individual officer, council member, employee or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

26.2 Buyer. Seller acknowledges that this Agreement is entered into by Buyer as a limited liability company and Seller agrees that no individual officer, director, member, manager or representative of Buyer shall have any personal liability under this Agreement. Nothing shall preclude personal liability under the guaranties described in the Parking Agreement.

Section 27. No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. No term or provision of this Agreement shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, except as may be otherwise expressly provided herein. Nothing in this Section 27 is intended to modify the restrictions on assignment contained in Section 20 hereof.

Section 28. Brokers. Seller and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property. Seller agrees to indemnify and hold Buyer harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Buyer as a result of any claim arising out of the acts of Seller for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with Seller. Buyer agrees to indemnify and hold Seller harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Seller as a result of any claim arising out of the acts of Buyer for a commission, finder's fee or similar compensation or made by any broker, finder or any party who claims to have dealt with Buyer. The indemnities contained in this Section 28 shall survive the Closing or the termination of this Agreement.

Section 29. Business Days; Computation of Time. The term "Business Day" as used herein means any day on which banks in Mercer Island, Washington are required to be open for business, excluding Saturdays and Sundays. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. If any deadline hereunder falls on a day that is not a Business Day, then the deadline will be deemed extended to the next following Business Day.

Section 30. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless), or because of an alleged dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

Section 31. Effective Date. The Effective Date of this Agreement shall be the day and year last written by the signatures below. Until this Agreement has been signed by all Parties, it shall not be legally binding.

BUYER:

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

By: Leon Cohen
Name: Leon Cohen
Its: Managing Member

Date: May 10, 2018

SELLER:

CITY OF MERCER ISLAND, a Washington
municipal corporation

By: _____
Name: Julie Thuy Underwood
Title: City Manager

Date: _____

EXHIBIT A

Legal Description of Property

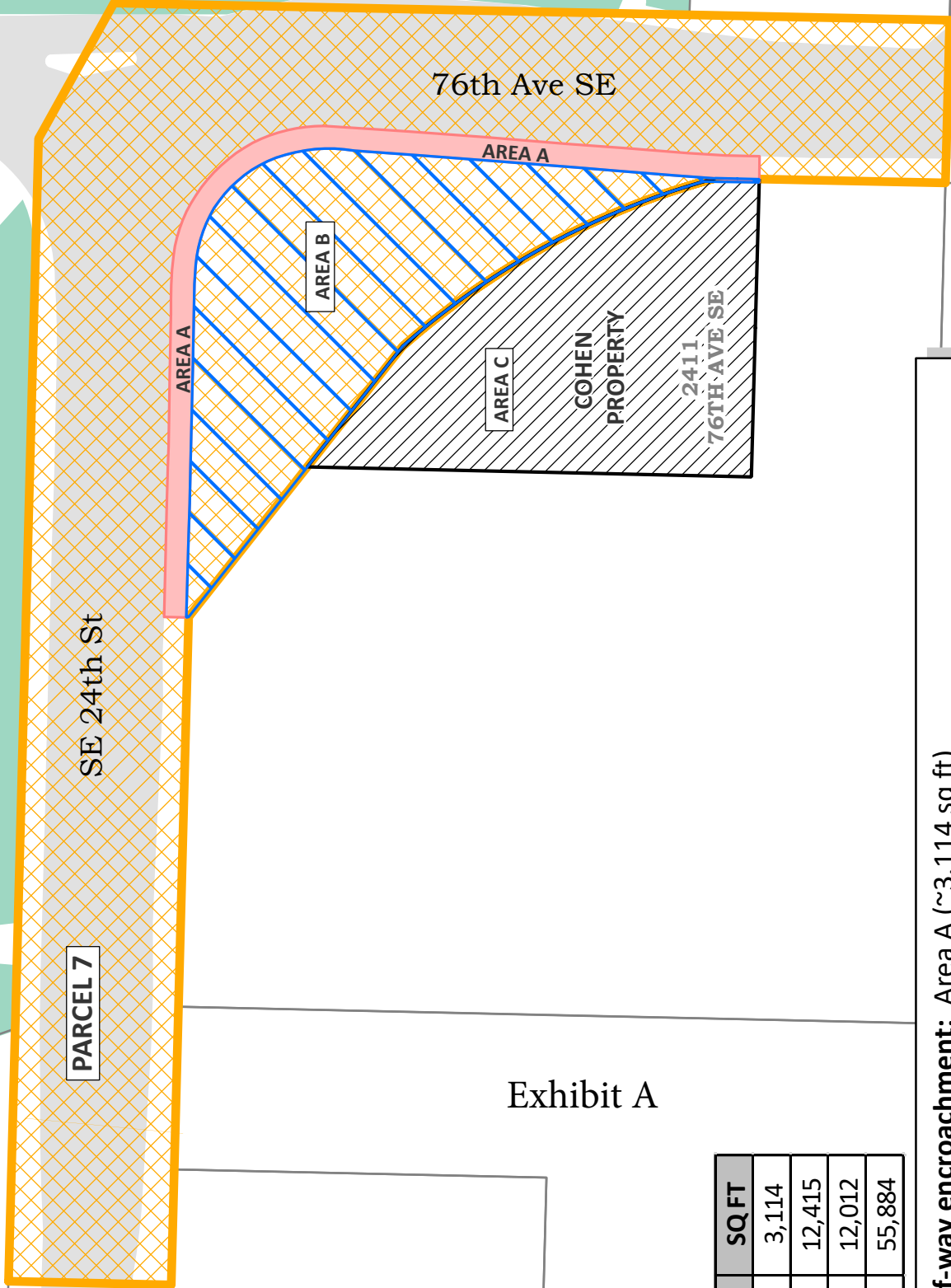


Exhibit A

AREA	SQ FT
A	3,114
B	12,415
C	12,012
Parcel 7	55,884

Right-of-way encroachment: Area A (~3,114 sq ft)
Property conveyance from Mercer Island to Cohen: Area B (~12,415 sq ft)
Total public parking easement: Areas A + B + C (~27,542 sq ft)
Percentage of Parcel 7 proposed for conveyance: 22%



EXHIBIT B

Intentionally Deleted

EXHIBIT C

Form of Earnest Money Note

PROMISSORY NOTE

\$115,000.00

Dated: _____, 2018

FOR VALUE RECEIVED, TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY, a Washington limited liability company (“Maker”), promises to pay to the order of *FIRST AMERICAN TITLE INSURANCE COMPANY* (“Holder”), 818 Stewart Street, Suite 800, Seattle, WA 98101, the principal sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100 (\$115,000.00), as the Earnest Money Note in accordance with Section 2.2 of that certain Purchase and Sale Agreement between Maker, as Buyer, and City of Mercer Island, a Washington municipal corporation, as Seller, dated [_____, ____] (the “Agreement”). This Note shall be payable within three (3) Business Days after satisfaction of Buyer’s Inspection Condition under Section 5.1.1 the Agreement.

Maker’s failure to pay the Earnest Money if required by the terms of the Agreement shall constitute a default by Maker under both the Agreement and this Note.

Maker promises to pay all costs, expenses and attorneys’ fees incurred by Holder in the exercise of any remedy (with or without litigation) under this Note in any proceeding for the collection of the debt evidenced by this Note, or in any litigation or controversy arising from or connected with this Note.

Delay in exercising any of the Holder’s rights or options hereunder shall not constitute a waiver thereof, and waiver of any right or option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The provisions of this Note shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

This Note shall be construed according to the laws of the State of Washington and pursuant to the terms and conditions of the Agreement.

Time is of the essence of this Note and each and every term and provision hereof.

MAKER:

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

[Do Not Sign – Exhibit Only]

By: _____

Name: Leon Cohen

Title: Managing Member

EXHIBIT D

Form of Deed

After Recording Return To:

Attn: _____

BARGAIN AND SALE DEED

GRANTOR: City of Mercer Island, a Washington municipal corporation

GRANTEE: Twenty Four Eleven, Limited Liability Company, a Washington limited liability company

Legal Description:

Abbreviated Form:

Additional legal on Page ____

Assessor's Tax Parcel ID#:

THE GRANTOR, CITY OF MERCER ISLAND, a Washington municipal corporation, for and in consideration of ten dollars (\$10) in hand paid, bargains, sells and conveys to the Grantee, Twenty Four Eleven, Limited Liability Company, a Washington limited liability company, the following described real estate, situated in the County of King, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____, 2018.

CITY OF MERCER ISLAND,
a Washington municipal corporation

[Do Not Sign – Exhibit Only]

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Julie Thuy Underwood is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she as authorized to execute the instrument and acknowledged it as the City Manager of City of Mercer Island to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
Residing in _____
My commission expires _____

EXHIBIT A TO DEED

Legal Description

EXHIBIT B TO DEED

Exceptions

(to be added)

EXHIBIT E

Form of Parking Agreement

After Recording Return To:

City of Mercer Island
Attn: City Attorney's Office
9611 SE 36th Street
Mercer Island, WA 98040

PARKING AGREEMENT

GRANTOR: Twenty Four Eleven, Limited Liability Company, a Washington limited liability company

GRANTEE: City of Mercer Island, a Washington municipal corporation

LEGAL DESCRIPTION:

Abbreviated form:
Additional legal on Exhibit A

ASSESSOR'S TAX PARCEL NO(S):

RELATED:

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PARKING AGREEMENT

THIS PARKING AGREEMENT (this “Agreement”) is dated as of _____, 2018, between the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”), and TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY, a Washington limited liability company (“Developer”) (individually a “Party” and collectively, “the Parties”).

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement dated [_____, 2018] between City, as seller, and Developer, as buyer (the “Sale Agreement”), concurrently herewith Developer has acquired that certain real property legally described in Exhibit A attached hereto (the “Property”). As part of such acquisition, the Parties are executing this Agreement as required by the Sale Agreement.

B. Developer proposes a mixed-use retail and residential project in the Mercer Island Town Center to encompass the Property that is consistent with City’s goals for the Property and the City, including the Mercer Island City Code (“MICC”) and the City of Mercer Island Comprehensive Plan.

C. As described in the Sale Agreement, City will receive seventy (70) public parking spaces to accommodate Mercer Island commuter parking for transit and light rail.

D. The conceptual plan for development described in this Agreement may result in applications that will be subject to appropriate and subsequent development and site-specific State Environmental Policy Act, land use, development, public, and other applicable review prior to commencement of any construction under this Agreement. In addition to submitting plans to the City in its regulatory capacity as the permitting authority, Developer intends to submit plans to enable the City’s approval/confirmation regarding access, location and design of the public parking spaces.

E. The Project is a private undertaking to be contracted, constructed and operated by Developer with Developer’s resources (except as to City’s obligations with respect to any gate and payment system that may be installed by the City for access to the public parking areas of the Project and the collection of revenue as described herein) and will provide a significant development of the Property with accompanying public amenities and economic redevelopment benefits to the public. The Parties intend by this Agreement to set forth their mutual agreement and undertakings with regard to the public parking spaces.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertaking and promises contained herein, and the benefits to be realized by each Party and in future consideration of the benefit to the general public by the creation and operation of the Project upon the Property, and as a direct

benefit to City and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

“Business Day” means any day on which banks in Mercer Island, Washington are required to be open for business, excluding Saturdays and Sundays.

“Certificate of Performance” means a certificate issued by City to Developer pursuant to Section 8 of this Agreement and as set forth in Exhibit B.

“City Approvals” means the approvals of all Plans pursuant to Section 4.4, performed by City in its capacity as the approving party under this Agreement. The City Approvals shall not constitute any of the regulatory approvals required under the applicable Legal Requirements to construct the Project.

“City Default” shall have the meaning given in Section 15.

“Closing” means the close of the sale of the Property pursuant to the Sale Agreement.

“Commencement of Construction” and “Commence Construction” means that vertical construction of the building portion of the Project has begun, following excavation and foundation work and issuance of a building permit therefor. Performance of site preparation work alone shall not constitute “Commencement of Construction.”

“Concept Design Documents” means an architectural or artist’s rendering that illustrates the scope of the Project, its location within the Property, and the relationship of the Project to its surroundings, consistent with the Design Standards and the scope of development. The intent of the Concept Design Documents is to provide, visually and in text, an idea as to the nature and density of the Project and its proposed mix of uses.

“Construction Documents” means, collectively, all construction documentation that Developer is required to submit to City as part of the process to obtain building permits for the Project and upon which Developer and Developer’s contractors will rely in building the Project. These documents are based on the Design Development Documents.

“Construction Schedule” means the schedule for construction of the Improvements approved as part of the Construction Documents.

“Construction Start Date” means on or before July 1, 2020, unless an extension is approved by both Buyer and Seller, subject to extension for Force Majeure.

“Design Development Documents” means plans and specifications for the Project based on the Concept Design Documents and Schematic Design Documents. The Design Development Documents illustrate and describe the refinement of the design of the Project, establishing the scope, relationship, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major material and systems and establish in general their quality levels.

“Design Standards” means, collectively, the City of Mercer Island Comprehensive Plan, the Mercer Island City Codes, and other Legal Requirements that affect the Project and the Property.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“Event(s) of Default” has the meaning given in Section 13 herein.

“Force Majeure” has the meaning given in Section 17.18 herein.

“Governmental Authorities” means any board, bureau, commission, department or body of any local, municipal, county, state or federal governmental or quasi-governmental unit, or any subdivision thereof, or any utility provider serving the Property, having, asserting, or acquiring jurisdiction over or providing utility service to the Project, the Property and/or the management, operation, use, environmental cleanup or improvement thereof.

“Hazardous Substances” has the meaning set forth in Section 6 herein.

“Improvements” means the portion of the parking garage for public parking for transit and light rail commuters (described herein), buildings, structures, improvements and fixtures to be constructed in, under or upon the Property as part of the Project, and all accessways, pedestrian areas, public amenities, utility distribution facilities, lighting, signage and other infrastructure improvements to be built by Developer on the Property as part of the Project. For purposes of the City Manager’s, or her designee’s, review of Project design and improvements in Section 4.4, such review and approval is limited to the access, location and design of the public parking spaces. Overall Project review and approval shall be in accordance with Sections 4.2 and 4.3, and the City Manager’s, or her designee’s, overall Project review feedback beyond the access, location and design of the public parking spaces is advisory only.

“Legal Requirements” means all local, county, state and federal laws, ordinances and regulations and other rules, orders, requirements and determinations of any Governmental Authorities now or hereafter in effect, whether or not presently contemplated, applicable to the Property, the Project or its ownership, operation or possession, including (without limitation) all those relating to parking restrictions, building codes, zoning or other land use matters, The Americans With Disabilities Act of 1990, as amended (as interpreted and applied by the public agencies with jurisdiction over the Property), life safety requirements and environmental laws with respect to the handling, treatment, storage, disposal, discharge, use and transportation of Hazardous Substances.

“Material Modification” shall have the meaning given in Section 4.4.

“Mortgagee” means the holder of a first mortgage or deed of trust (“Mortgage”) encumbering Developer’s interest in any portion of the Property, the proceeds of which are used to finance or refinance the construction of Improvements.

“Opening Date” means a date that is on or before December 31, 2021 subject to extension for Force Majeure or as mutually agreed upon.

“Plans” means, collectively, the Concept Design Documents, the Schematic Design Documents, the Design Development Documents and the Construction Documents, which documents have been approved by City pursuant to Section 4.

“Project” means the development of the Property to construct the Improvements consisting of a mixed-use building with retail and residential uses and an underground parking garage for both public and private use (the “Project”) pursuant to Section 4 of this Agreement. For purposes of the City Manager’s, or her designee’s, review of Project design and improvements in Section 4.4, such review and approval is limited to the access, location and design of the public parking spaces. Overall Project review and approval shall be in accordance with Sections 4.2 and 4.3, and the City Manager’s, or her designee’s, overall Project review feedback beyond the access, location and design of the public parking spaces is advisory only.

“Project Documents” means this Agreement and the Sale Agreement and all exhibits thereto.

“Project Schedule” means the schedule for construction of the Project, which schedule shall provide for such construction of the Project to commence by the Construction Start Date and be substantially complete by the Opening Date.

“Sale Agreement” has the meaning given in Recital A.

“Schematic Design Documents” means:

- (i) Site plans showing the Improvements as applicable, in relation to the Property, with all proposed connections to existing or proposed roads, utilities and services, including trash and recycling areas and loading docks;
- (ii) Plans, elevations, typical cross-sections and typical wall sections of all building areas and a calculation of gross building area;
- (iii) Elevations of each building to determine the sight lines and the specific configuration and relationship of design elements of the building exterior in relationship to streets;
- (iv) A preliminary exterior finish schedule;

- (v) A preliminary landscaping and open space plan;
- (vi) Preliminary plans for a gateway serving as an entry into the Town Center from the west and north; and
- (vii) Other schematic plans, details and information determined necessary by the City to document compliance with this Parking Agreement.

“Substantial Completion” or “Substantially Complete” means that all of the following have occurred: (i) the Improvements required to be developed by this Agreement are complete according to approved Plans, except for punchlist items that do not substantially prevent the use of the Improvements for their intended purposes; and (ii) the City has issued a temporary or final certificate of completion or certificate of occupancy for all of the building portions of the Improvements.

Section 2. Intent and Relations.

2.1 Generally.

Developer will construct the Project in a manner that is consistent in all material respects with the Plans and in accordance with the terms and conditions of this Agreement. Development on the Property will comply with all Legal Requirements. The Improvements and their construction will conform to the Design Standards and Project Schedule, and Developer will submit its Plans to City for confirmation that the Plans and construction schedule for the Project remain consistent with the Design Standards and Project Schedule. This Agreement is intended by the Parties to establish the design, development, and performance criteria for the Project. The Parties agree that Developer has sole responsibility for construction, obtaining all necessary permits and approvals and complying with all Legal Requirements as they relate to ownership, construction and operation of the Project.

Developer shall at its own cost furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for completion of the Project. City has entered into this Agreement relying on Developer’s agreement that it will design and construct the Project in accordance with this Agreement.

2.2 Standards.

Developer shall perform the terms of this Agreement according to the following standards:

2.2.1 All construction of the Project by Developer shall comply with, and be performed in accordance with, the Design Standards, the Plans, this Agreement, and all Legal Requirements.

2.2.2 Commencing with the Effective Date, Developer agrees to promptly begin and thereafter with diligence and commercially reasonable efforts design, construct, and

complete the Project pursuant to the Plans, in accordance with the Project Schedule and with the requirements of City's process for permitting the Project and in a good and workmanlike manner and of good quality.

2.2.3 Developer has the obligation to inform its architect and general contractor of necessary sections of this Agreement pertinent to their work.

Section 3. General Terms of Conveyance.

Conveyance and ownership of the Property shall remain subject to the provisions of this Agreement during the term hereof. This Agreement shall be recorded prior to the recording of any Mortgage on the Property and all subsequent owners and lessees of all or any portion of the Property shall take subject to this Agreement during its term.

Section 4. Development.

4.1 Generally.

Developer shall hereafter prepare the Plans for the development of the Project and submit them to the City Manager or her designee for the City's review and approval pursuant to Section 4.4. Such submittal shall be in addition to and shall not substitute for any regulatory permit and / or land use review required by Applicable Law. If, in City's reasonable judgment, the Plans submitted provide for the construction of the Project in accordance with this Agreement, the City shall approve them per Section 4.4. Any approval by City of the Plans hereunder is in its capacity as the approving party under this Agreement and shall not constitute any of the regulatory approvals required under the applicable Legal Requirements to obtain the land use approvals and permits necessary to construct the Project. Developer shall submit the Plans in a timely manner to permit commencement of construction to occur by the Construction Start Date.

Developer shall construct seventy (70) underground public parking spaces at its sole cost and expense for the exclusive use of the City on or before the Project's Opening Date (December 31, 2021). Developer will provide a perpetual, exclusive easement, in the form attached hereto as Exhibit D, to the City for said public parking use between the hours of 5:30 am and 7:30 pm, Monday through Friday. The below grade, perpetual parking easement area shall not extend under the paved roadway surface of either 76th Avenue SE or SE 24th Street and may extend from the private property line to the curb line. Developer and City will negotiate a separate public parking management and operations agreement prior to expiration of the Due Diligence Period for the use of the public parking spaces, including but not limited to, use by the Developer after the identified public parking hours and any electronic access gate and payment system that may be installed by the City for access and the collection of parking revenue. Said public parking management and operations agreement shall provide that the City shall be responsible for maintenance, insurance and repair and replacement of said equipment and of its pro-rata share of maintenance of the parking garage.

Developer shall construct and complete Improvements on the Property in a manner that is consistent in all material respects with the Project Plans, such that the Improvements are built in accordance with the Design Standards. Developer shall commence construction of the Project by the Construction Start Date and shall substantially complete the Project by the Opening Date. Developer will not start construction prior to satisfaction of the conditions set forth in Section 4.2 below. Developer agrees that once any construction work has begun, Developer will thereafter with diligence and commercially reasonable efforts proceed with such construction until the Project has been completed (subject to extensions for Force Majeure).

4.2 Conditions Precedent to Commencement of Construction.

The following conditions shall be satisfied before commencing construction on the Property:

4.2.1 Compliance with Agreement. Developer shall be in material compliance with this Agreement, including but not limited to all contracting requirements and receipt of permits for construction described in Section 4.2.4.

4.2.2 Approval. Developer shall obtain all City Approvals pursuant to Section 4.4.

4.2.3 Conveyance. Fee title to the Property shall transfer to Developer.

4.2.4 Permits. Developer shall obtain all land use approvals, permits, and other regulatory approvals for each phase of construction of the Project from City and any other applicable Governmental Authority, including but not limited to the building permit(s) for the Improvements.

4.3 Construction Obligations and Development Fees.

4.3.1 In General.

Obtaining necessary land use approvals and permits for the Improvements will be the Developer's responsibility. Developer shall submit the necessary complete applications to the applicable Governmental Authorities.

Developer is responsible for all excavation and disposal of soils and other materials it removes from the Property in accordance with all Legal Requirements.

4.3.2 Development and Other Fees. Developer is responsible for payment of all impact, development, utility, hookup, capacity, permit, plan check, SEPA and other fees, charges and surcharges required by City in its regulatory capacity for the construction of the Project. At the times required by the City in its regulatory capacity, Developer shall pay all fees and development charges required in connection with the issuance of the Project permits. These include, but are not limited to, the following: (i) a pre-application fee, required to be paid before the initial coordination meeting between City and

Developer's architect and engineering representatives; (ii) fees for design review and SEPA review; (iii) building permit, plan check and fire plan check fees; (iv) school, parks and transportation impact fees; and (v) certain fees as provided below.

4.4 City Approval Process.

For purposes of the City Manager's, or her designee's, review of Project design and improvements in this section, such review and approval is limited to the access, location and design of the public parking spaces. Overall Project review and approval shall be in accordance with Sections 4.2 and 4.3, and the City Manager's, or her designee's, overall Project review feedback beyond the access, location and design of the public parking spaces is advisory only.

Developer shall submit for review to the City Manager, or her designee, the Concept Design Plan, Schematic Design Plan, Design Development Plan and Construction Plan (collectively, "Plans") in a timely manner to permit commencement of construction by the Construction Start Date. These Plans shall be submitted to the City Manager, or her designee, for review for conformance with the Design Standards prior to the Developer's participation in a Study Session with the Mercer Island Design Commission. The City Manager's review under this Section 4.4 is to evaluate the Plans for consistency with the Design Standards, and this review and approval is advisory only, except as to the access, location and design of the public parking spaces, and is in addition to, and separate from, the normal City regulatory review and permitting process. City Approvals under this Section 4.4 shall not be considered approvals required under City's regulatory and permitting process, except as to the access, location and design of the public parking spaces. City shall undertake its review and response expeditiously, and Developer shall likewise respond expeditiously to comments and requests for changes and further information. The City Manager, or her designee, shall use reasonable efforts to notify Developer of City's approval or disapproval in writing, as to the access, location and design of the public parking spaces, within fifteen (15) Business Days after submission. If the City disapproves of any portion of the public parking plan, it shall state in writing the specific reasons for such disapproval, which reasons shall be based on inconsistencies between the Plans and the Design Standards.

Developer's request for City Approvals as to the access, location and design of the seventy (70) public parking spaces shall be in writing and shall include sufficient information and such other information as may be reasonably required to permit the City to make an informed decision with respect thereto. City Approvals under this Section 4.4 shall not be unreasonably withheld or delayed. Such process of submittal, review, comment and re-submittal by Developer shall continue until such time as the submitted materials have been approved by City.

Approval shall not be required for any modification, replacement, alteration or addition (but excluding any relocation) to any previously approved submission, unless there is a Material Modification from the previously approved submission. For any Material Modifications thereto proposed by Developer, the procedure shall be as described in this section. As used in this Agreement, a "Material Modification" shall be one that would (i) conflict with any Design

Standards or Project Documents; or (ii) cause the Project not to be developed in accordance with the Design Standards or Project Documents or otherwise in accordance with this Agreement. Any Material Modification of any Plan shall be submitted to City for prior written approval and, if not approved by City, the previously approved Plan shall continue to control. City shall have the right to disapprove any modifications that are not consistent with the Design Standards or the Project Documents.

4.4.1 Concept Design Plan. Developer and City will use best efforts to agree on a “Concept Design Plan” for the development of the Property in sufficient time for Developer to timely submit the land use and permit applications to comply with the Project Schedule.

4.4.2 The Concept Design Plan to be submitted by Developer for approval shall be consistent with the following: Developer shall develop the Project, all in accordance with the Design Standards, to be as described in this Parking Agreement. Developer shall ensure that the Property has parking for the Project with a sufficient number of parking spaces to satisfy the Design Standards in addition to the seventy (70) public parking spaces for the City’s use.

4.4.3 Schematic Design Plan. Developer and City will use best efforts to agree on a “Schematic Design Plan” for the Improvements in sufficient time for Developer to submit the permit applications in accordance with the Project Schedule. City shall review the Schematic Design Plans for consistency with the Design Standards.

4.4.4 Design Development Plan. Developer and City will use best efforts to agree on a “Design Development Plan” for the Improvements in sufficient time for Developer to submit the permit applications to allow construction of the Project to be in accordance with the Project Schedule.

4.4.5 Construction Plans. Developer and City will use best efforts to agree on “Construction Plans” for the Improvements in sufficient time for Developer to apply for the building and other construction permits in accordance with the Plans and Permit Application Schedule. The Construction Plans shall be based upon the approved Concept Design Plan, the Schematic Design Plan, the Design Development Plan and the Design Standards for such Improvements. The Construction Plans will include a construction schedule (which shall include the Construction Start Date) (the “Construction Schedule”).

4.5 Governmental Approvals.

Developer shall apply, at its sole cost, to the appropriate Governmental Authorities or third parties for, and shall diligently pursue and obtain, all permits, licenses, permissions, consents or approvals required in connection with the construction of the Improvements.

Section 5. Disclaimer of Liability, Indemnity.

5.1 Preparation of Site; Utilities.

City shall not be responsible for any demolition or site preparation in connection with the Project or any existing Improvements on the Property. City makes no representations as to the availability or capacity of utility connections or service to the Property. Developer shall make arrangements for utility services directly with utility service providers (including City). Any costs of installation, connection, relocating or upgrading utilities shall be paid by Developer.

5.2 AS IS.

City makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property or structures thereon for any Improvements to be constructed or rehabilitated by Developer, and Developer warrants that it has not relied on representations or warranties, if any, made by City as to the physical or environmental condition of the Property or the structures thereon for any Improvements to be constructed or rehabilitated by the Developer.

5.3 Approvals and Permits.

Approval by City of any item in its capacity as seller pursuant to the Sale Agreement or the City Approvals pursuant to Section 4.4 of this Agreement shall not constitute a representation or warranty by City that such item complies with Legal Requirements and City assumes no liability with respect thereto. Developer acknowledges that City has not made any representation or warranty with respect to Developer's ability to obtain any permit or approval, or to meet any other requirements for development of the Property or Project. Nothing in this Agreement is intended or shall be construed to require that City exercise its discretionary authority under its regulatory ordinances to approve the required permits for the Project or grant regulatory approvals. City is under no obligation or duty to supervise the design or construction of the Improvements pursuant to this Agreement. City's approval of the Plans under this Agreement shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or any obligation on City to ensure that work or materials are in compliance with the Plans or any building requirements imposed by any governmental entity (including City in its regulatory capacity). City is under no obligation or duty, and disclaims any responsibility, to pay for the cost of construction of the Improvements, the cost of which shall at all times remain the sole liability of Developer.

5.4 Indemnification.

Developer shall indemnify, defend and hold City, its employees, officers, officials, volunteers and agents harmless from and against any and all claims, injuries, damages, losses or suits (including reasonable attorneys' fees, court costs, and amounts paid in settlements and judgment) arising out of or in connection with Developer's performance of this Agreement or in development of the Project or operation of the Property, including any act or omission of

Developer or its members, agents, employees, representatives, contractors, subcontractors, successors or assigns on or with respect to the Property, except for injuries and damages caused by the sole negligence of City.

Promptly following receipt of notice, an indemnitee hereunder shall give Developer written notice of any claim for which Developer has indemnified it hereunder, and Developer shall thereafter vigorously defend such claim, at its sole cost, on behalf of such indemnitee. Failure to give prompt notice to Developer shall not constitute a bar to the indemnification hereunder unless such delay has prejudiced Developer in the defense of such claim. If Developer is required to defend any action or proceeding pursuant to this section to which action or proceeding an indemnitee is made a party, such indemnitee shall be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing. To the extent an indemnitee is indemnified under this section, Developer shall bear the cost of the indemnitee's defense, including reasonable attorneys' fees and costs. No settlement of any non-monetary claim shall be made without City's written approval, which shall not be unreasonably withheld.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Developer and City, its officers, officials, employees and volunteers, Developer's liability hereunder shall be only to the extent of Developer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this Section 5.4 shall survive the expiration or termination of this Agreement.

Section 6. Environmental Issues.

6.1 Contamination.

The Property may have environmental contamination within its boundaries and/or emanating from the Property that has not yet been discovered or is otherwise unknown as to nature and extent, and it may be potentially subject to contamination in the future from sources off of the Property. The Parties intend that, as between Developer and City, Developer or its successors will be solely responsible for undertaking any and all remediation of the Property to the extent required by applicable law.

The term "Contamination" means Hazardous Substances within the boundaries and/or emanating from the Property, including contamination that has not yet been discovered or is otherwise unknown as to nature and extent, and future contamination from offsite sources. The term "Hazardous Substance(s)" as used in this Agreement means any hazardous waste or other substances listed, defined, designated or classified as hazardous, dangerous, radioactive, toxic,

solid waste or a pollutant or contaminant in any Environmental Law, including (a) petroleum products and petroleum byproducts; (b) polychlorinated biphenyls; and (c) chlorinated solvents. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances, including without limitation the Washington Model Toxics Control Act, RCW 70.105B RCW et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. The term “Release” means any intentional or unintentional entry of any Hazardous Substance into the environment, including but not limited to the abandonment or disposal of containers of Hazardous Substances unless permitted by applicable regulations.

6.2 Developer’s Release, and Waiver of Claims.

Developer hereby releases and forever discharges City, City’s employees, officers, council members and agents from any claim or cause of action that Developer has or may have that is related to the Contamination or the presence or alleged presence of Hazardous Substances at, below, or emanating from the Property. Except as provided in Section 5.1.1 and 9.2 of the Sale Agreement, Developer shall have no duty to defend or indemnify City or any officers, officials, employees, volunteers or agents of City from any claims, causes of actions or liabilities whatsoever asserted against City by a third party, including but not limited to claims by a private party or governmental entity alleging loss or seeking contribution or any other relief under any Environmental Law or common law.

6.3 City’s Release and Waiver of Claims.

City hereby releases and forever discharges Developer and its members, employees, agents, successors and assigns, from any claim or cause of action that City has or may have related to the Contamination or the presence or alleged presence of Hazardous Substances at, below, or emanating from the Property as of the Closing Date. This release of claims shall not apply with respect to any release of Hazardous Substances by Developer, Developer’s members, employees, or agents that occurs after Closing and affects property owned by City adjacent to or in the vicinity of the Property. City shall have no duty to defend or indemnify Developer from any claims, causes of actions or liabilities whatsoever asserted against Developer by a third party, including but not limited to claims by a private party or governmental entity alleging loss or seeking contribution or any other relief under any Environmental Law or common law.

6.4 Rights Reservation.

Notwithstanding the foregoing, Developer and City reserve all their rights and defenses against any non-parties to this Agreement, including but not limited to the right to seek cost recovery or contribution under the Washington Model Toxics Control Act, RCW 70.105D *et seq.*, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 USC § 9601 *et seq.*, or any other Environmental Law, statute or common law, regarding the presence, investigation or cleanup of any Hazardous Substance on, at, under, around or migrating from the Property. In addition, notwithstanding the foregoing, the waivers and releases contained in this

Section 6 shall not apply to the extent of third party claims brought against one party alleging an action in violation of an Environmental Law with respect to the Property by the other party.

Section 7. Guaranty of Completion.

Contemporaneously with the execution of this Agreement, Developer shall furnish an irrevocable and unconditional guaranty of performance by TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY (the “Developer”) in the form of Exhibit C attached hereto, guaranteeing the full and faithful performance of Developer’s obligations under this Agreement. If City approves of a transfer of Property pursuant to Section 12, City will not unreasonably withhold its request for a termination of this guaranty, provided that a substitute guarantor satisfactory to City in its sole discretion is provided. This guaranty shall terminate upon issuance by City of the Certificate of Performance described in Section 8 or repurchase of the Property pursuant to Section 4.6 or Section 15.1. Neither the provisions of this Section nor any guaranty accepted by City pursuant hereto, shall be construed to excuse faithful performance by Developer or to limit liability of Developer under this Agreement.

Section 8. Certificate of Performance.

8.1 When Developer Entitled to Certificate of Performance.

Upon substantial completion of the Project in accordance with this Agreement and satisfaction of the other conditions of this Section 8, City will furnish Developer with a recordable Certificate of Performance, substantially in the form attached hereto as Exhibit B hereto. Notwithstanding the foregoing, City shall not be required to issue the Certificate of Performance if Developer is not then in material compliance with the terms of this Agreement. In addition, if punchlist items remain when Developer requests the Certificate of Performance, City may require as a condition to the issuance thereof that Developer post a bond or provide other financial assurance reasonably satisfactory to City to insure completion of the punchlist items, and Developer agrees to proceed with all reasonable diligence to complete the punchlist items related to the seventy (70) public parking spaces.

8.2 Effect of Certificate of Performance; Termination of Agreement.

Issuance by City of a Certificate of Performance shall terminate this Agreement and each of its provisions except for the provisions described in Section 14.5 below that expressly survive termination of this Agreement. No party acquiring or leasing any portion of the Property after issuance of the Certificate of Performance shall (because of such purchase or lease) have any obligation whatsoever under this Agreement.

Section 9. Liens.

NOTICE IS HEREBY GIVEN THAT CITY WILL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO DEVELOPER OR ANYONE HOLDING AN INTEREST IN THE PROPERTY (OR ANY PART THEREOF) THROUGH OR UNDER DEVELOPER.

Section 10. Insurance.

The requirements of this Section 10 shall apply until the Certificate of Performance is recorded unless otherwise noted in this Section.

10.1 Insurance Requirements.

Developer shall procure and maintain insurance, as required in this Section, covering the Project, without interruption from Commencement of Construction through the term of this Agreement and for thirty (30) days after Substantial Completion, unless otherwise indicated herein.

10.1.1 Builders Risk. Upon Commencement of Construction, Builders Risk insurance covering interests of City, Developer, its contractor, subcontractors, and sub-subcontractors in the Project work. Builders Risk insurance shall be on a special perils policy form (and may be in a separate policy or included in the property insurance policy) and shall insure against the perils of fire and extended coverage and physical loss or damage including flood (if the buildings on the Property are located in a special flood hazard area and flood insurance is available), earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the Project work will have a deductible of not more than \$5,000 for each occurrence, which will be Developer's responsibility. Higher deductibles for flood (if applicable) and earthquake perils may be accepted by City upon written request by Developer and written acceptance by the City. Any increased deductibles accepted in writing by City will remain the Developer's responsibility. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions. The Builders Risk insurance shall be maintained until City issues the Certificate of Performance.

10.1.2 Commercial General Liability. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and a \$2,000,000 general aggregate limit. The Commercial General Liability insurance shall be written on Insurance Services Office (ISO) form CG 00 01 (or equivalent form) and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Developer's Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising

from explosion, collapse or underground property damage. City shall be named as an additional insured under Developer's Commercial General Liability insurance policy with respect to work performed for City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

10.1.3 Automobile Liability. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 0 01.

10.1.4 Workers' Compensation. Workers' compensation coverage shall be provided as required by the Industrial Insurance laws of the State of Washington.

10.2 Insurance Policies.

Insurance policies required herein:

10.2.1 Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

10.2.1.1 The companies shall have an A.M. Best rating of at least A VII and be licensed in the State of Washington.

10.2.1.2 Developer's insurance coverage shall be primary insurance as respects City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of the Developer's and Contractor's insurance and shall not contribute with it.

10.2.2 Each such policy or certificate of insurance mentioned and required in this Section 10 shall have attached thereto (1) an endorsement that such policy shall not be canceled without at least thirty (30) days prior written notice to Developer and City; (2) an endorsement to the effect that the insurance as to any one insured shall not be invalidated by any act or neglect of any other insured; (3) an endorsement pursuant to which the insurance carrier waives all rights of subrogation against the parties hereto; and (4) an endorsement pursuant to which this insurance is primary and noncontributory.

10.2.3 The certificates of insurance and insurance policies shall be furnished to Developer and City before Commencement of Construction under this Agreement. The certificate(s) shall clearly indicate the insurance and the type, amount and classification, as required under this Section 10.

10.2.4 Cancellation of any insurance or non-payment by Developer of any premium for any insurance policies required by this Agreement shall constitute an immediate Event of Default under Section 13 of this Agreement, without cure or grace period. In addition to any other legal remedies, City at its sole option after written notice

may obtain such insurance and pay such premiums for which, together with costs and attorneys' fees, Developer shall be liable to City.

10.2.5 Developer shall cause each and every Contractor and Subcontractor to provide insurance coverage or, subject to City approval which shall not be unreasonably withheld, Developer may provide this coverage with an OCIP policy that complies with all applicable requirements of the Developer-provided insurance as set forth in this Section 10, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by Contractors and Subcontractors. Developer shall ensure that City is an additional insured on each and every Contractor's and Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO Additional Insurance endorsement CG 20 38 04 13 and provide the City evidence thereof.

Section 11. Destruction or Condemnation.

11.1 Total or Partial Destruction.

If the Improvements are totally or partially destroyed at any time during the term of this Agreement, Developer shall reconstruct or repair the damage consistent with the Design Standards and Project Documents. In any event, Developer shall at its cost secure the Property, clear the debris and generally make the Property as safe and attractive as practical given the circumstances.

If for any reason the Improvements are not reconstructed as provided above, without limiting any other rights or remedies that City has, no further development of the Property can occur without the prior approval of City. This Agreement shall continue to restrict future development of the Property and Developer or any successor of Developer shall obtain City's approval of the development plan before the Property is developed.

11.2 Condemnation.

If during the term of this Agreement the whole or any substantial part of the Property is taken or condemned in the exercise of eminent domain powers (or by conveyance in lieu thereof), such that Developer can no longer materially meet its obligations under this Agreement, this Agreement shall terminate upon the date when possession of the Property or portion thereof so taken shall be acquired by the condemning authority. As used herein, "substantial" shall be defined as reasonably preventing the operation of the Project and conduct of Developer's activities as contemplated hereby. If a taking occurs that is not substantial, this Agreement shall continue in full force and effect as to the part of the Property not taken.

Section 12. Right to Assign or Otherwise Transfer.

Developer represents that Developer's purchase of the Property is intended for development and not for speculation. During the term of this Agreement, any transfers of the

Property pursuant to the following sections shall be made expressly subject to the terms, covenants and conditions of this Agreement.

12.1 Transfers Before Certificate of Performance.

12.1.1 During the term of this Agreement, Developer will not transfer the Property or any part thereof without the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, transfers to a Mortgagee shall be permitted. Further, City shall not unreasonably withhold its consent to a transfer of the Property to a transferee entity that is controlled by Developer and whose day-to-day management is controlled by employees of Developer.

“Transfer” as used herein includes any sale, conveyance, transfer, ground lease or assignment, whether voluntary or involuntary, of any interest in the Property and includes transfer to a trustee in bankruptcy, receiver or assignee for the benefit of creditors, any merger, consolidation, liquidation or dissociation of Developer. In addition, “Transfer” includes any sale or any transfer of direct or indirect interests in Developer or any of its constituent entities, other than transfers of minority interest that do not individually or in the aggregate result in the change of control or management of Developer, the Property or the Project or transfers of equity interests.

12.1.2 If City approves of a transfer under Section 12.1, Developer shall deliver to City (a) a copy of the document evidencing the implementation of such transfer, including a suitable estoppel agreement(s), and (b) an assumption of all obligations of Developer under this Agreement in form reasonably satisfactory to City.

12.1.3 The transferee (and all succeeding and successor transferees) shall succeed to and assume all rights and obligations of Developer under this Agreement, including any unperformed obligations of Developer as of the date of such transfer. No transfer by Developer, or any successor, shall release Developer, or such successor, from any such unperformed obligations without the express written consent and release by City.

12.2 Transfers After Certificate of Performance.

After issuance of the Certificate of Performance by City pursuant to Section 8, this Agreement shall not restrict any transfers.

Section 13. Default by Developer.

Developer’s failure to keep, observe, or perform any of its duties or obligations under this Agreement shall be a default hereunder, including, without limitation, any of the following specific events:

(a) The failure of Developer to substantially comply with the standards of performance for the Project as set forth in Section 2 of this Agreement, including without

limitation submission of Plans and permit applications for approval as required herein, commencement of construction of the Project by the Construction Start Date.

(b) The failure of Developer to submit and obtain approval as to any modifications of the Plans as required in Section 4.4.

(c) The failure of Developer to construct the Project substantially in accordance with this Agreement.

(d) Conversion of any portion of the Property or the Improvements to any use other than the uses permitted in this Agreement.

(e) The failure of Developer to comply with Section 10 (Insurance) of this Agreement.

(f) The making by Developer or Guarantor of an assignment for the benefit of creditors or filing a petition in bankruptcy or of reorganization under any bankruptcy or insolvency law or filing a petition to effect a composition or extension of time to pay its debts.

(g) The appointment of a receiver or trustee of all or any of the property of Developer or Guarantor, which appointment is not vacated or stayed within sixty (60) days, or the filing of a petition in bankruptcy against Developer or for its reorganization under any bankruptcy or insolvency law which not dismissed or stayed by the court within sixty (60) days after such filing.

(h) Any sale, assignment or other transfer in violation of Section 12 of this Agreement.

(i) The failure of Developer to provide and maintain any security required under this Agreement.

(j) Any default in the performance of any other obligations of Developer hereunder.

(k) The failure of Developer to commence construction of the Project by the Construction Start Date;

The happening of any of the above described events shall be an “Event of Default” hereunder. Notwithstanding the foregoing, except in the case of Sections 13(f), (g), and (h) above as to which notice but no cure period shall apply, Developer shall have sixty (60) days following written notice from City to cure such default (or if such default cannot reasonably cured within 60 days, if Developer fails to commence such cure within 60 days and thereafter diligently pursues such cure to completion within one hundred twenty (120) days).

Section 14. Remedies for Developer Default.

14.1 Intentionally Deleted.

14.2 Default After Commencement of Construction.

If an Event of Default occurs after the time that Developer commences construction on the Property, and such Event of Default is not cured within any applicable time period under Section 13 or under Section 14.4, City shall have one of the following remedies:

14.2.1 Liquidated Damages in the Event of Developer's Failure to Construct Public Parking. In the event Developer does not provide the seventy (70) public parking spaces and the perpetual easement for public parking use to City, as set forth in this Agreement, by December 31, 2021, or the mutually agreed upon Completion Date, Developer shall be liable to City for liquidated damages in the amount of Eighty-Five Thousand Dollars and No/100 (\$85,000.00) per undelivered parking space, payable to the City within sixty (60) days following December 31, 2021, or the mutually agreed upon Completion Date, except in the event of a cause beyond the control or without the fault of Developer (a "Force Majeure" as defined in Section 17.18 of this Agreement). In the event of Developer's default and if Developer is unable to tender to the City the cash payment as liquidated damages, Developer agrees to execute a judgment by confession admitting the amount of the indebtedness owed to the City, pursuant to RCW 4.60.050 and 4.60.060, and Developer authorizes City to enter judgment against Developer with the King County Superior Court for a specified amount equal to the number of undelivered parking spaces multiplied by \$85,000.00 per space, together with courts costs and attorneys' fees.

14.2.2 Property Conveyance in the Event of Developer's Failure to Construct Public Parking. If Developer has not made the required cash payment to the City or delivered the signed judgment by confession to the City within sixty (60) days after the Developer's failure to provide the seventy (70) public parking spaces and the perpetual easement for public parking use to the City, as set forth in Section 14.2.1 above, then the City shall have the right to require the Developer to convey title to the City of (1) the Property and (2) the adjacent Freshy's site (2411 76th Street, SE, Mercer Island, Washington 98040); provided that, the Developer's actions have not diminished the value of the aforementioned properties. Such conveyance will be in lieu of payment of liquidated damages in cash or entry of a judgment by confession.

14.2.3 Daily Penalty in the Event of Developer's Default. If Developer defaults on its obligation to provide the aforementioned cash payment or judgment by confession as liquidated damages (Section 14.2.1) or the conveyance to the City of both the Property and the adjacent Freshy's site (Section 14.2.2) within sixty (60) days following December 31, 2021, or the mutually agreed upon Completion Date, then Developer shall pay to the City additional liquidated damages in the amount of \$1,000 per day until either (1) the cash payment is tendered to City, or (2) the judgment by confession is entered with the King County Superior Court or (3) the Property and the adjacent Freshy's site is conveyed to City. Upon the happening of any one of the foregoing

remedies (1), (2) or (3), the Developer's default will be deemed cured, and there will be no more obligations between the City and Developer.

14.2.4 Specific Performance. City shall be entitled to specific performance of Developer's obligations in the Event of Default under this Agreement, as set forth in Section 14.2, without any requirement to prove or establish that City does not have an adequate remedy at law. Developer hereby waives the requirement of any such proof and acknowledges that City would not have an adequate remedy at law for Developer's commission of an Event of Default hereunder.

14.2.5 Injunction. City shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of an Event of Default and to obtain a judgment or order specifically prohibiting a violation or breach of this Agreement without, in either case, being required to prove or establish that City does not have an adequate remedy at law. Developer hereby waives the requirement of any such proof and acknowledges that City would not have an adequate remedy at law for Developer's commission of an Event of Default hereunder.

14.2.6 Guaranty and Damages. City shall be entitled to draw upon, enforce, commence an action for equitable or other relief, and/or proceed against Developer and Guarantor for all monetary damages, costs and expenses arising from the Event of Default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

14.3 Copy of Notice of Default to Mortgagee.

Whenever City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, City shall at the same time forward a copy of such notice or demand to each Mortgagee approved by City or that provides a written request for such notice to City, in each case at the last address of such holder shown in the records of City.

14.4 Mortgagee's Option to Cure Defaults.

After any default in or breach of this Agreement by Developer or its successor in interest, each Mortgagee shall (insofar as the rights of City are concerned) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after the Developer's failure to cure said default or breach prior to the expiration of an applicable cure period, and if permitted by its loan documents, to add the cost thereof to the mortgage debt and the lien of its Mortgage. If the breach or default is with respect to construction of the Improvements, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the Improvements, provided that the Mortgagee notifies City in writing of its intention to complete the Project according to the approved final Construction Documents. Any Mortgagee who shall properly complete the Project shall be entitled, upon written request made to City, to issuance of a Certificate of Performance in accordance with Section 8 above.

14.5 Provisions Surviving Termination.

Upon termination of this Agreement, the Indemnification obligation set forth in Section 5.4 (Indemnification) shall remain with the parties then obligated thereunder, and such obligation shall not be assumed or deemed assumed by any subsequent owner of all or any portion of the Property.

Section 15. Default by City.

City's failure to keep, observe, or perform any of its duties or obligations under this Agreement shall be a default hereunder (a "City Default"). City shall have thirty (30) days following written notice from Developer to cure such City Default (or if such City Default cannot reasonably be cured within thirty (30) days, if City fails to commence such cure within thirty (30) days and thereafter diligently pursue such cure to completion within one hundred twenty (120) days).

If a City Default occurs and is not cured within any applicable cure period, Developer shall have all cumulative rights and remedies under law or in equity, including damages incurred by Developer by reason of the City Default (except that City shall not be liable for consequential damages incurred by Developer), and specific performance of the obligations of City under this Agreement without any requirement to prove or establish that Developer does not have an adequate remedy at law. City hereby waives the requirement of any such proof and acknowledges that Developer would not have an adequate remedy at law for City's commission of a City Default hereunder.

Section 16. Representations and Warranties.

Each Party hereby represents and warrants to the other that (a) it has full right, power and authority to enter into this Agreement and perform in accordance with its terms and provisions; (b) the individuals signing this Agreement on its behalf have the authority to bind and to enter into this transaction; and (c) it has taken all requisite action to legally authorize the execution, delivery, and performance of this Agreement.

Section 17. Miscellaneous.

17.1 Estoppel Certificates.

City and Developer shall at any time and from time to time, within fifteen (15) days after written request by the other, execute, acknowledge and deliver, to the Party requesting same or to any prospective mortgagee, assignee or subtenant designated by Developer, a certificate stating that (i) this Agreement is in full force and effect and has not been modified, supplemented or amended in any way, or if there have been modifications, identifying such modifications; and if this Agreement is not in force and effect, the certificate shall so state; and (ii) to its knowledge, all conditions under the Agreement have been satisfied by City or Developer, as the case may be, and that no defenses or offsets exist against the enforcement of this Agreement by the other

party, or, to the extent untrue, the certificate shall so state. The Party to whom any such certificate shall be issued may rely on the matters therein set forth and thereafter the Party issuing the same shall be estopped from denying the veracity or accuracy of the same.

17.2 Inspection.

Until the Certificate of Performance is recorded as to the seventy (70) public parking spaces, the City shall have the right at all reasonable times to inspect the Property, including any construction work and activity thereon, to determine compliance with the provisions of this Agreement.

17.3 Entire Agreement.

This Agreement, the Project Documents and any documents attached as exhibits thereto contain the entire agreement between the Parties as to the subject matter hereof and supersedes all prior discussions and understandings between them with reference to such subject matter.

17.4 Modification.

This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized representative of each Party hereto in the same manner as such Party has authorized this Agreement.

17.5 Successors and Assigns; Joint and Several.

This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of each of the Parties hereto except that there shall be no transfer of any interest by Developer except pursuant to the express terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor or assign of such Party who has acquired its interest in compliance with the terms of this Agreement, or under law. The obligations of Developer, and of any other party who succeeds to their interests hereunder or in the Property, shall be joint and several.

17.6 Notices.

All notices which may be or are required to be given pursuant to this Agreement shall be in writing and delivered to the Parties at the following addresses:

To City: City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040-3732
Attention: Julie Underwood, City Manager
Phone: 206-275-7600
Email: julie.underwood@mercergov.org

With a copy to: Kari Sand, City Attorney
9611 SE 36th Street
Mercer Island, Washington 98040-3732
Phone: 206-275-7650
E-mail: kari.sand@mercergov.org

To Developer: Twenty Four Eleven, Limited Liability Company
9219 SE 33rd Place
Mercer Island, Washington 98040
Attention: Leon Cohen, Managing Member
E-mail: leon@leongcs.com
Phone: 206-714-8237

With a copy to: Jerome O. Cohen, Attorney at Law
4554 California Avenue SW
Seattle, WA 98116
E-mail: jeromecohen@msn.com
Phone: (206) 621-9095

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, or (c) sent by electronic mail to the Party and its counsel, receipt of which has been confirmed by electronic mail, or (d) hand delivered, in which case notice shall be deemed delivered when actually delivered. Any notice given by counsel to a Party shall have the same effect as if given by the Party represented by such counsel. The above addresses and phone numbers may be changed by written notice to the other Party from time to time; provided, however, such change is delivered in accordance with the terms of this Section and no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

17.7 Counterparts; Transmissions.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that transmissions of a signed counterpart by facsimile or as a digital document by electronic mail shall be treated as a signed original counterpart.

17.8 Waiver.

No waiver by any Party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing by the Party granting the waiver; and no such waiver shall be construed to be a continuing waiver. The waiver by one Party of the performance of any

covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

17.9 Rights and Remedies Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall be at its own election and shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other Party.

17.10 Governing Law; Jurisdiction.

This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to jurisdiction in the King County Superior Court for the State of Washington or in the United States District Court for the Western District of Washington.

17.11 No Joint Venture.

Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between City and Developer.

17.12 No Third-Party Rights.

The Parties intend that the rights, obligations, and covenants in this Agreement and the collateral instruments shall be exclusively enforceable by City and Developer, their successors and assigns. No term or provision of this Agreement shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, except as may be otherwise expressly provided herein. Nothing in this section is intended to modify the restrictions on assignment contained in Section 12 hereof.

17.13 Consents.

Whenever consent or approval by City is required under the terms of this Agreement, all such consents or approvals, if given, shall be given in writing from the City Manager of City.

17.14 Conflict of Interest.

No member, official, or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any

decision relating to this Agreement that affects his/her/their personal interests or the interest of any corporation, partnership, or association in which he/she/they is/are, directly or indirectly, interested. No member, official, or employee of City shall be personally liable to Developer or any successor in interest upon the occurrence of any default or breach by City or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement.

17.15 Non-Discrimination.

Developer, for itself and its successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, marital status, handicap, national origin or any other unlawful reason.

17.16 Attorneys' Fees.

If any legal action or other proceeding is brought for the enforcement of this Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless), or because of an alleged dispute or default in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

17.17 Captions; Exhibits.

The headings and captions of this Agreement and the Table of Contents preceding the body of this Agreement are for convenience of reference only and shall be disregarded in constructing or interpreting any part of the Agreement. All exhibits and appendices annexed hereto at the time of execution of this Agreement or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

17.18 Force Majeure.

Whenever a period of time for performance of an action to be performed by either Party is prescribed in this Agreement, the period of time for performance shall be extended by the number of days that the performance is actually delayed due to war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation (including suits filed by third parties concerning or arising out of this Agreement), weather or soils conditions which necessitate delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other party, including but not limited to the delay of issuance of permits or approvals and appeals thereof not the fault of the Developer, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform; provided that the lack of

funds or financing of Developer is not independently a cause beyond the control or without the fault of Developer (“Force Majeure”). For any Force Majeure delay that will cause substantial completion of the Project to be delayed more than ten (10) days, Developer will keep City informed about the cause and nature of such delay and the progress in achieving such substantial completion including, but not limited to, responding within 24 hours after an update is requested by the City. Times of performance under this Agreement may also be extended in writing by City and Developer.

17.19 Fair Construction; Severability.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require. The Parties hereby acknowledge and agree that each was properly represented by legal counsel, and this Agreement was negotiated and drafted at arms’ length so that the judicial rule of construction to the effect that any ambiguities are to be construed against the drafting party shall be inapplicable in the interpretation of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions contained herein in order to achieve the objectives and purposes of this Agreement. If any term, provision, covenant, clause, sentence or any other portion of the terms and conditions of this Agreement or the application thereof to any person or circumstances shall apply, to any extent, become invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation or unenforceability.

17.20 Time of the Essence.

In all matters under this Agreement, the Parties agree that time is of the essence.

17.21 Computation of Time.

In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. If any deadline hereunder falls on a day that is not a Business Day, then the deadline will be deemed extended to the next following Business Day.

IN WITNESS WHEREOF, the Parties hereto have executed this document as of the day and year first above written.

CITY OF MERCER ISLAND, a Washington
municipal corporation

TWENTY FOUR ELEVEN, a Washington
limited liability company

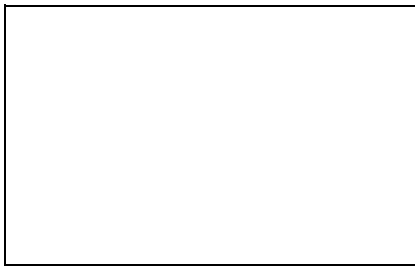
By: _____
Name: Julie Thuy Underwood
Title: City Manager

By: _____
Name: Leon Cohen
Title: Managing Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Julie Thuy Underwood is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the City Manager of the City of Mercer Island to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2018.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
Residing in _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Leon Cohen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2018.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
Residing in _____
My commission expires _____

EXHIBIT A - Legal Description of Property

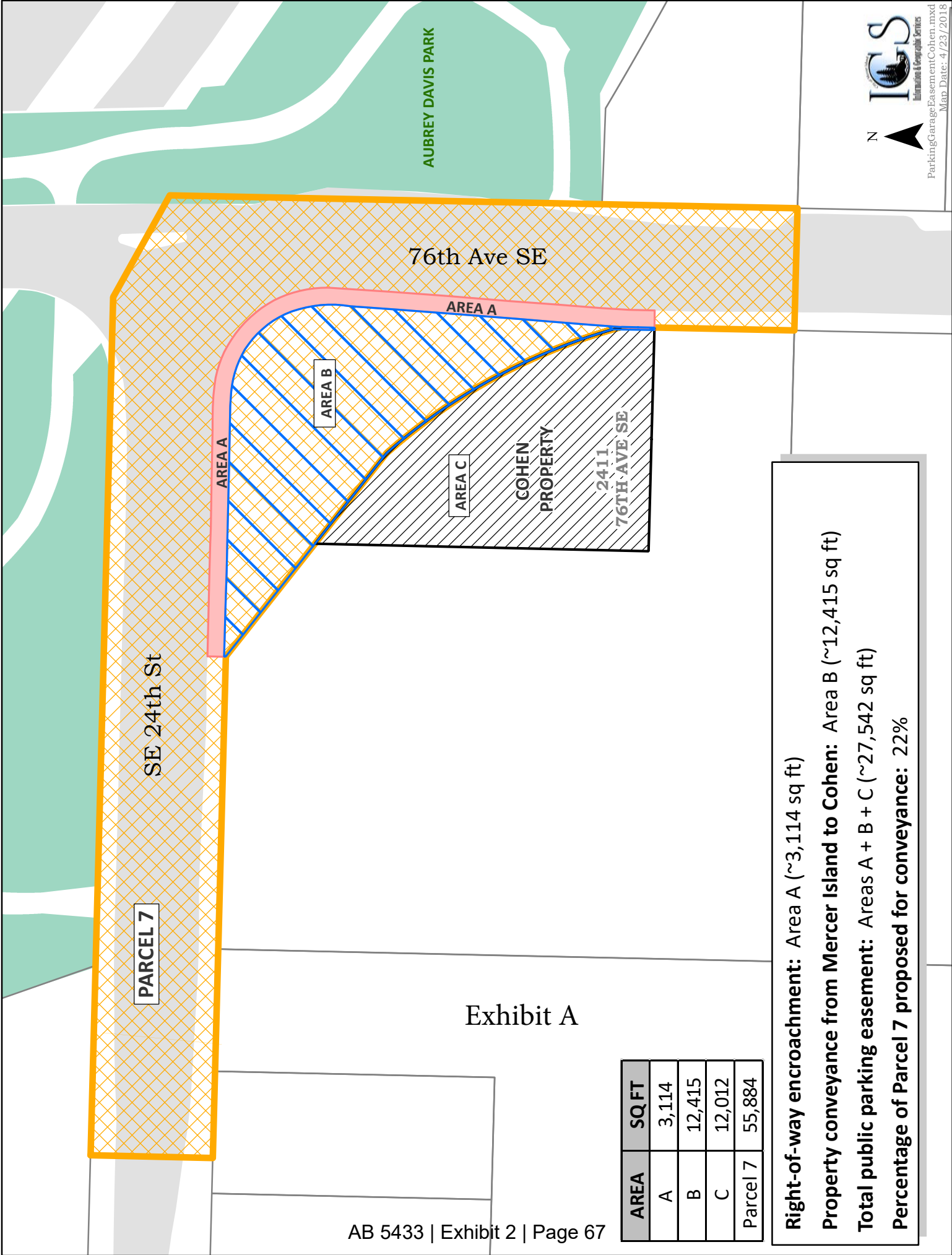


Exhibit A

AREA	SQ FT
A	3,114
B	12,415
C	12,012
Parcel 7	55,884

Right-of-way encroachment: Area A (~3,114 sq ft)
Property conveyance from Mercer Island to Cohen: Area B (~12,415 sq ft)
Total public parking easement: Areas A + B + C (~27,542 sq ft)
Percentage of Parcel 7 proposed for conveyance: 22%

EXHIBIT B - Form of Certificate of Performance

After recording return to:

CERTIFICATE OF PERFORMANCE

GRANTOR: CITY OF MERCER ISLAND

GRANTEE: TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY

Abbreviated Legal Description
(Full legal description on Ex. A): _____

Assessor’s Tax Parcel No(s): _____

Related Document: Parking Agreement (Doc. No. _____)

The CITY OF MERCER ISLAND, a Washington municipal corporation (“City”), hereby certifies that TWENTY FOUR ELEVEN, LIMITED LIABILITY COMPANY, a Washington limited liability company (“Developer”), has satisfactorily completed construction of the Improvements on the Property described on Exhibit A attached hereto (the “Property”), as such Improvements are described in the Parking Agreement dated _____, 2018 (the “Agreement”), which was recorded in the Records of the King County Auditor, Washington, as Document No. _____, on _____, 20__.

This Certificate of Performance is and shall be a conclusive determination that the Developer has satisfied, or City has waived, each of the agreements, covenants and conditions contained in the Agreement as to the development of the Improvements pursuant to Section 4 of the Agreement.

Notwithstanding this Certificate of Performance, Section 8 of the Agreement provides for the survival of certain covenants as between City and Developer, and nothing in this Certificate of Performance affects such survival.

EXHIBIT C - Form of Performance Guaranty

GUARANTY OF COMPLETION

(_____)

This Guaranty of Completion is made as of _____, 2018, by TWENTY FOUR ELEVEN, L.L.C., a Washington Limited Liability Company (“Guarantor”), in favor of the City of Mercer Island, a Washington municipal corporation (“City”), with reference to the following facts.

RECITALS

A. Contemporaneously herewith, Twenty Four Eleven, Limited Liability Company (“Developer”), is purchasing the property in Mercer Island, Washington commonly known as “Parcel 7” (portions of SE 24th Street and 76th Avenue SE), depicted on Sheet 5 of 6 in Plan Section 1 in the Quitclaim Deed, page 4 of 15, under King County, Washington Recording No. 20000425001234 (the “Property”).

B. As part of the closing of the purchase of the Property, Developer and City are entering into a Parking Agreement of even date herewith (the “Parking Agreement”) that provides for the development of the Property. The terms and conditions of the Parking Agreement are incorporated herein by reference and require that Guarantor provides this Guaranty to City. Capitalized terms not otherwise defined herein shall have the meaning given them in the Parking Agreement.

C. Guarantor is the Managing Member of the Developer and will benefit from the purchase of the Property by Developer. Guarantor understands that development of the Property is crucial to mission and goals of City and that City would not sell the Property to Developer without this Guaranty.

GUARANTY AGREEMENT

NOW, THEREFORE, in consideration of the sale of the Property to Developer and as required by the Parking Agreement, Guarantor unconditionally and irrevocably guarantees to City the full, faithful, timely and complete performance by Developer of Developer’s obligations under the Parking Agreement. Guarantor further agrees to pay all costs and expenses, including attorneys’ fees, that may be incurred by City in enforcing this Guaranty. The obligations of Guarantor under this paragraph are called the “Obligations.”

If for any reason there is an Event of Default by Developer under the Parking Agreement then, in any such event, Guarantor, upon receipt of notice from City, agrees to cure such default and to perform, or cause Developer to perform, all of Developer’s obligations under the Parking Agreement.

If Guarantor fails to cure or cause cure of Developer’s default as provided above (such cure by Guarantor in any event commence not later than 30 days after notice to Guarantor from

City and thereafter proceed diligently and continuously), City, at City's option, shall have the right (but not the obligation) to complete the Project. City's rights to complete the Project shall be subject to the rights of the Developer's construction lender to the Project to also complete the Project, such that if such lender is undertaking the construction of the Project, City shall not interfere with such construction activity (provided that such construction activity is in compliance with the Parking Agreement). The amount of all expenditures reasonably incurred by City in curing the default shall be immediately due and payable by Guarantor to City.

Guarantor shall be responsible and liable to City for any losses, costs or expenses that City may suffer or incur as a result of any breach by Guarantor of any of the terms of this Guaranty or in the event that any of the representations or warranties made in writing by Guarantor to City are or were incorrect. If Guarantor defaults under this Guaranty, City may enforce this Guaranty against any or all persons liable hereunder and pursue any rights and remedies available at law or in equity, including without limitation actions for damages and specific performance (without posting a bond). Guarantor agrees that, given the unique nature of the proposed development on the Property, City may not be in a position to complete the development and that specific performance is an appropriate remedy hereunder. In the event of any default under this Guaranty or in any action to enforce this Guaranty, City shall be entitled to recover all reasonable costs and expenses, including experts, accountants and attorney's fees and costs and including any such fees in any bankruptcy and appellate proceedings.

Guarantor agrees that its liability shall not be impaired or affected by (i) any renewals or extensions of the time for performance under the Parking Agreement; (ii) any enforcement of or any forbearance or delay in enforcing the Parking Agreement against Developer; (iii) any modifications of the terms or provisions of the Parking Agreement; (iv) any settlement, release or compromise with Developer (except to the extent that the same are in a writing signed by Developer and City); (v) any lack of notice to Guarantor from City except that expressly provided for herein; or (vi) any impairment, modification, change, release, defense or limitation of the liability of Borrower or its estate in bankruptcy resulting from the operation of any present or future provision of the U.S. Bankruptcy Code, or similar statute, or from the decision of any court. City has no obligation to resort for payment to Developer or to any other person or entity or their properties, or to resort to any security, property, rights or remedies whatsoever, before enforcing this Guaranty.

Any other provisions hereof notwithstanding, this Guaranty shall terminate upon the issuance by City of a Certificate of Performance for the Project or repurchase of the Property by City pursuant to the Parking Agreement. However, prior to such termination Guarantor agrees that any indebtedness of Developer now or hereafter held by Guarantor is hereby subordinated to the Guarantor's liability to the City under this Guaranty (the "Subordinated Indebtedness"), and the Subordinated Indebtedness, if the City so requests after Developer's default of the Parking Agreement that has not been cured within the applicable cure period of the Guarantor's default of this Guaranty, shall be collected, enforced and received by Guarantor, as trustee for the City, and paid over to City, without reduction or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

All diligence in collection, protection, or enforcement and all presentment, demand, protest and notice, as to anyone and everyone, whether Developer, Guarantor or others, of dishonor or default, the creation and existence of the Obligations, the acceptance of this Guaranty or any extensions of credit and indulgence hereunder, are hereby expressly waived. The payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any rights by way of subrogation or otherwise against Developer unless and until the full amount owing to City on the Obligations has been paid and the Obligations have been fully performed.

Upon the occurrence of an Event of Default under the Parking Agreement that is not cured within any applicable cure period under the Parking Agreement, City may exercise any right or remedy it may have at law or in equity against Developer under the Parking Agreement. No such action by City will release or limit the liability of Guarantor to City, if the effect of that action is to deprive Guarantor of the right to collect reimbursement from Developer for any sums paid to City.

Guarantor assumes full responsibility for keeping fully informed of the financial condition of Developer and all other circumstances affecting Developer's ability to perform its obligations to City and agrees that City will have no duty to report to Guarantor any information that City receives about Developer's financial condition or any circumstances bearing on its ability to perform.

All notices which may be or are required to be given pursuant to this Guaranty shall be in writing and delivered to the parties at the following addresses:

To City: City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040-3732
Attention: Julie Thuy Underwood, City Manager
Email: julie.underwood@mercergov.org
Phone: 206-275-7600

With a copy to: Kari L. Sand, City Attorney
9611 SE 36th Street
Mercer Island, WA 98040
Email: kari.sand@mercergov.org
Phone: 206-275-7650

To Guarantor: Twenty Four Eleven, Limited Liability Company
9219 SE 33rd Place
Mercer Island, Washington 98040
Attention: Leon Cohen
E-mail: leon@leongcs.com
Phone: 206-714-8237

With a copy to:

Jerome O. Cohen, Attorney at Law
4554 California Avenue SW
Seattle, WA 98116
E-mail: jeromecohen@msn.com
Phone: (206) 621-9095

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, or (c) sent by electronic mail to the party and its counsel, receipt of which has been confirmed, or (d) hand delivered, in which case notice shall be deemed delivered when actually delivered. The above addresses and phone numbers may be changed by written notice by a party from time to time with notice to the other party in accordance with the terms of this paragraph; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

This Guaranty shall be binding upon Guarantor, and upon the successors and assigns of Guarantor. This Guaranty shall run for the benefit of City, its successors and assigns. This Guaranty may only be changed by an instrument in writing signed by the party against whom enforcement hereof is sought.

Guarantor acknowledges that the transactions contemplated hereby have been negotiated in the State of Washington, that Guarantor is to perform its obligations hereunder in the State of Washington and that after due consideration and consultation with counsel Guarantor and City have elected to have the internal laws of Washington apply hereto. Accordingly, this Guaranty shall be deemed made under and shall be construed in accordance and governed by the internal laws of the State of Washington without regard to principles of conflicts of laws. Guarantor hereby consents to the nonexclusive jurisdiction of the state courts located in King County, Washington and the federal courts in the Western District of Washington. Guarantor waives the defense of forum non conveniens in any such action and agrees that this Guaranty may be enforced in any such court.

NOTICE IS HEREBY GIVEN THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, MODIFY LOAN TERMS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Notwithstanding any provision of this Guaranty to the contrary, Guarantor shall have no obligation hereunder on account of any Event of Default under the Parking Agreement that occurs prior to commencement of construction on the Property pursuant to the Parking Agreement. City's sole remedy on account of any such Event of Default shall be to repurchase the Property in accordance with the terms of the Parking Agreement.

TWENTY FOUR ELEVEN, a Washington limited liability company

By: _____

Name: Leon Cohen

Title: Managing Member

Exhibit D - Form of Access and Parking Easement

RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

City of Mercer Island
Attention: City Attorney's Office
9611 SE 36th Street
Mercer Island, WA 98040

ACCESS AND PARKING EASEMENT

Grantor: Twenty Four Eleven, LLC, a Washington Limited Liability Company

Grantee: City of Mercer Island, a Washington municipal corporation

Legal Descriptions:

Complete legal description on Exhibit A

Assessor's Tax Parcel ID#:

Reference # (If applicable):

ACCESS AND PARKING EASEMENT

This Access and Parking Easement Grant Agreement (this "**Easement Agreement**") is dated this ____ day of _____, 2018, by and between Twenty Four Eleven, LLC, a Washington limited liability company ("**Grantor**"), and City of Mercer Island, a Washington municipal corporation ("**Grantee**").

RECITALS

- A. Grantor is the current owner of that certain property located in Mercer Island, Washington, which is more particularly described in the attached Exhibit A (the "**Grantor's Property**").
- B. Grantor desires to grant to Grantee for the use by certain commuters and vehicle drivers and passengers, as determined and controlled by Grantee at its sole discretion, a permanent and perpetual access and parking easement upon Grantor's Property pursuant to the terms of this Easement Agreement and related Parking Agreement between the Grantor and Grantee in the attached Exhibit B (the "**Parking Agreement**").

NOW, THEREFORE, for and in consideration of the sum of Seventy and No/100 Dollars (\$70.00) and other mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and hereby incorporated as though fully set forth herein.
2. Access & Parking Easements. Effective as of the date hereof, Grantor hereby grants to Grantee a non-exclusive permanent and perpetual easements for vehicular and pedestrian ingress and egress and an exclusive parking easement for seventy (70) vehicles on Grantor's Property during Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays of every week between the hours of 5:30 AM to 7:30 PM Pacific Standard Time, or when applicable, Pacific Daylight Savings Time, consistent with the Parking Agreement in Exhibit B.
3. Designation of Access Points and Parking Spaces. Grantor shall be solely responsible for the design, designation and construction of the access points to Grantor's Property and the parking spaces thereon that are exclusively, under the terms of this Easement Agreement, for Grantee and those drivers and passengers designated by Grantee as referenced in the recitals, provided that Grantor shall congregate the seventy (70) parking spaces together on a single floor within the development to be constructed on Grantor's Property. Such design and designation shall be subject to the approval of Grantee. Grantor shall also repair as needed and perpetually maintain the access points and parking spaces in good condition and in compliance with all applicable laws and regulations.
4. Reasonable Use. Grantee, in exercising its rights granted herein, shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property. Grantor hereby reserves the right to use Grantor's Property so long as such use does not impede the rights granted to Grantee hereunder, and in no event shall Grantor construct any structures, improvements, fences, gates, walls or barriers within the Grantor's Property that have the effect of blocking thereon access or parking by Grantee and those drivers and passengers designated by Grantee as referenced in the recitals.
5. Binding Effect. The benefits and burdens of this Easement Agreement and related Parking Agreement in Exhibit B attached hereto and expressly incorporated herein by reference shall run with the land and shall be binding upon the heirs, executors, administrators, personal representatives, transferees, or successors in interest or assigns of the parties hereto. The rights and obligations set forth herein shall not be extinguished by nonuse or abandonment, by the doctrine of merger, or by transfer of any interest in the affected properties.
6. Amendment. This Easement Agreement may not be modified or amended without the prior written approval of both parties hereto, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement and related Parking Agreement to be executed effective as of the day and year first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

GRANTOR:

TWENTY FOUR ELEVEN, LLC,
a Washington limited liability company

By: _____
Name: Leon Cohen
Title: Managing Member
Date: _____

GRANTEE:

CITY OF MERCER ISLAND, a Washington
municipal corporation

By: _____
Name: Julie Thuy Underwood
Title: City Manager
Date: _____

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Leon Cohen is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Managing Member of Twenty Four Eleven, LLC to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

COUNTY OF KING

| ss.

I certify that I know or have satisfactory evidence that Julie Underwood is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the City of Mercer Island, Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

Exhibit A

Legal Description of Grantor Property

Exhibit B

Parking Agreement between Grantor and Grantee

EXHIBIT G

Form of Access Agreement

SITE ACCESS AGREEMENT

This SITE ACCESS AGREEMENT (the “Agreement”) dated as of _____, _____, is by and between Twenty Four Eleven, Limited Liability Company, a Washington limited Liability Company (“Buyer”), and City of Mercer Island, a Washington municipal corporation (“City”) with reference to the following:

RECITALS

A. Buyer is under contract to purchase certain property (the “Property”) described on Exhibit A attached hereto from the City pursuant to a Purchase and Sale Agreement dated [_____, _____, 2018] (the “Purchase Agreement”). Buyer desires to purchase the Property to redevelop it into a mix use project consisting of an underground public parking garage, retail and residential uses (the “Project”).

B. Under the Purchase Agreement, Buyer has the right to enter onto the Property and conduct its due diligence investigations to determine whether the Project is feasible and to engage in planning for the Project.

C. Buyer wishes to retain or permit its potential lender(s) to retain certain third-party consultants (“Consultants”) to perform the investigations and Project planning, including a surveyor, environmental consultant and geotechnical consultant. As provided in the Purchase Agreement City wishes to cooperate in this investigation by granting to Buyer and Consultants a license to conduct such an investigation subject to the terms of this Agreement.

AGREEMENT

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

1. City grants to Buyer and Consultants a temporary non-exclusive license, subject to terms hereof, to enter upon the Property for the purpose of conducting activities on the Property to investigate the condition thereof and the feasibility of the Project as well as planning for the Project (the “Investigation Activities”). Employees of Buyer and Consultant may enter onto the Property pursuant to this License. In no event shall any drilling, penetrations or other invasive testing or inspections be done without the written approval of City.

The license granted herein shall continue in force from the date hereof and terminate upon the earlier to occur of (i) the closing of Buyer’s acquisition of the Property under the Purchase Agreement, or (ii) the earlier termination of the Purchase Agreement for any reason.

2. Buyer shall or shall cause its Consultants to remove all equipment, materials and debris used in or resulting from the Investigation Activities before the end of the license period specified above unless Buyer purchases the Property pursuant to the Purchase Agreement. If City approves of any invasive testing, all samples derived from the Investigation Activities when removed from the Property shall be transported and disposed of by Buyer or Consultants in accordance with applicable law.

3. All persons who enter the Property pursuant to this Agreement assume the risk of doing so. Buyer waives any claims against City and releases City from any liability for any loss, damage or injury to Buyer, its Consultants or their property arising from the Investigation Activities, excluding those claims to the extent arising out of the negligence or willful misconduct of City, its employees, agents and contractors. City shall not be responsible for the safety of Buyer or its Consultants in their conduct of the Investigation Activities. Except as expressly provided in the Purchase Agreement, City has no responsibility or liability whatsoever for the condition of the Property. Buyer and its Consultants must comply with any reasonable instructions and directions of City with regard to the Investigation Activities. Buyer will repair and restore the Property to at least as good condition as existed before Buyer's or its Consultant's entry onto the Property. Buyer and its Consultants shall be responsible for any damage done to the Property by Buyer or its Consultants. While on the Property pursuant to this Agreement, Buyer will comply and will cause all Consultants to comply with all applicable government laws and regulations concerning the Investigation Activities on the Property. Buyer will not suffer or permit to be enforced against the Property any mechanics, materialmen's or contractors liens or any claim for damage arising from the work of any survey, tests, investigation, repair, restoration, replacement or improvement performed by Buyer or its Consultants as part of the Investigation Activities, and Buyer shall pay or cause to be paid all claims or demands with respect to the same before any action is brought to enforce the same against the Property.

Buyer will indemnify, protect, defend and hold City, its officers, council members and employees harmless from any loss, damage, injury, accident, fire or other casualty, liability, claim, lien, cost or expense (including attorneys' fees) of any kind or character to the extent arising from or caused by (a) entry on the Property by Buyer or its Consultants pursuant to this Agreement, (b) any act or omission of Buyer or any of its Consultants in the conduct of the Investigation Activities, (c) a violation or alleged violation by Buyer or its Consultants of any law or regulation in their conduct of the Investigation Activities, or (d) violation of this Agreement by Buyer or any of its Consultants. City's right of indemnity under this section shall not limit or waive any other legal claim or defense City may have outside of this Agreement.

IN CONNECTION WITH THIS INDEMNITY, BUYER WAIVES ANY IMMUNITY IT MAY HAVE UNDER INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER WAS MUTUALLY NEGOTIATED.

4. Buyer shall, during the term of this Agreement, maintain commercial general liability insurance, with the coverage of not less than \$1,000,000 for each occurrence and a \$2,000,000 general aggregate limit, on an occurrence basis from a reputable insurer licensed to do business in Washington, and shall, upon request, furnish to City certificates of insurance evidencing such coverage. City will be named as an additional insured under the policy.

5. All of the covenants of Buyer and indemnities permitted by Buyer hereunder shall survive termination of the license granted hereunder.

6. All Investigation Activities shall be performed solely at Buyer's expense, and neither Buyer nor Consultants shall look to City for reimbursement of or contribution for all or any part of those expenses.

7. All notices hereunder shall be delivered by a recognized overnight courier service or by certified mail, return receipt requested, to the addresses set forth below or to such other addresses of a party as are set forth in a notice by that party to the other parties:

If to City:

City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040-3732
Attention: Julie Thuy Underwood, City Manager
Fax No.: (206) 575-7663
Phone: (206) 275-7600
E-mail: julie.underwood@mercergov.org

If to Buyer:

Twenty Four Eleven, Limited Liability Company
9219 SE 33rd Place
Mercer Island, Washington 98040
Attention: Leon Cohen
Fax No.: (206) 275-0999
Phone: (206) 714-8237
E-mail: leon@leongcs.com

With a copy to:

Jerome O. Cohen, attorney at Law
4554 California Avenue SW
Seattle, WA 98116
Jeromeocohen@msn.com
Fax No.: (206) 382-2904
Phone: (206) 621-9095
E-mail: jeromeocohen@msn.com

8. This Agreement may be executed in one or more counterparts, but all of which together shall constitute one and the same instrument. The Parties agree that executed counterparts may be transmitted by facsimile or as a digital document by electronic mail and such transmitted executed counterparts shall be treated as an executed original counterpart.

9. The Parties agree that this Agreement shall be governed by the laws of the State of Washington.

IN WITNESS HEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

CITY:

CITY OF MERCER ISLAND,
a Washington municipal corporation

[Do Not Sign – Exhibit Only]

By: _____

Name: Julie Thuy Underwood

Title: City Manager

Date: _____

BUYER:

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

[Do Not Sign – Exhibit Only]

By: _____

Name: Leon Cohen

Title: Managing Member

EXHIBIT A to Site Access Agreement

Legal Description of Property



News Release • May 10, 2018
CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street • Mercer Island, WA 98040-3732
www.mercergov.org

Contact: Ross Freeman (206) 275-7662
Sustainability & Communications Manager

For immediate release

City Council takes action to create commuter parking for Islanders

*Public-Private Partnerships Create Solutions and
Leverage Sound Transit Settlement Funds*

May 10, 2018 (Mercer Island, WA) -- The City of Mercer Island is considering a pair of landmark projects to create up to 200 parking spaces in Town Center as part of its commitment to Islanders made during mitigation negotiations with Sound Transit and the Washington State Department of Transportation (WSDOT). In a move that brings together Sound Transit funding, City-owned properties, and private partnerships, the City will secure new parking within walking distance of the new light rail station scheduled to open in 2023.

The two properties involved ([map](#)) are located near each end of the future East Link light rail station. One is the former Tully's Coffee site at 7810 SE 27th Street, south of the Mercer Island Park & Ride, which the City is planning to purchase and combine with adjacent property it already owns. This property is projected to support over 100 underground parking spaces with potential mixed-use development above.

The [settlement agreement](#) with Sound Transit called for a 51% match by the City for any expenditure of Sound Transit funds. The \$2.0 million purchase price is eligible for reimbursement by Sound Transit, and the adjacent existing City property will be Mercer Island's 51% contribution to the deal. This significantly reduces the financial impact to taxpayers for property acquisition. The City plans to leverage the value of the property to attract private investment to construct the parking.

The second property is a small parcel of land next to Freshy's Seafood Shack, at the southwest corner of SE 24th Street and 76th Avenue SE, which the City is selling for \$2.3 million to the adjacent landowner who will consolidate and redevelop both parcels. As part of the sale agreement, the property owner commits to provide an additional 65-70 underground commuter parking spaces for use by Mercer Island residents during peak commute hours. The commuter parking, which will come at minimal cost to the City, is valued at approximately \$6.0 million, and once constructed, will be controlled by the City between the hours of 5:30am and 7:30pm, Monday through Friday.

“Mercer Island is taking a forward-looking approach to addressing our transportation facilities and advancing solutions that meet the needs of our community. The Council is excited to deliver what our residents have been asking for – commuter parking,” said Mayor Debbie Bertlin. “We have the opportunity to leverage Sound Transit funds to create innovative partnerships that will advance Islander interests.”

Frequent feedback during the mitigation negotiations and the subsequent public outreach process highlighted the need for more commuter parking and improved accessibility to the coming light rail. By creating two new, separate parking facilities, the City Council intends to accomplish two important objectives. First, parking serving Island residents is intended to mitigate the full lot many people experience at the existing Mercer Island Park & Ride. Second, the commuter parking opportunity sites are dispersed across three locations to create greater mobility in Town Center.

“What you see today is a City Council who thought boldly about the future mobility needs of Islanders,” said Salim Nice, Deputy Mayor. “Our goal is to provide parking while enhancing our Town Center retail core and creating a new gateway for Mercer Island just steps away from the future East Link light rail service.”

“What I love about what we’re undertaking is that these redevelopment opportunities present an incredibly elegant solution,” said Councilmember Dave Wisenteiner. “We’re able to use Sound Transit dollars combined with a public-private partnership, combined with existing land the City already owns next to Tully’s, all in pursuit of fulfilling our commitment to residents without additional financial burden on citizens.”

The City Council will review the proposed purchase and sale agreements for the two property transactions at its May 15 meeting. The final purchase and sale agreements are scheduled for discussion and possible approval at the June 5 meeting. If approved, an extensive due diligence period will follow, and the closing will be scheduled to occur early next year.

Additional information

Webpage and FAQ www.mercergov.org/CommuterParking
Map of sites http://www.mercergov.org/files/Map_ProposedParkingSites_May2018.pdf
Contact Ross Freeman, Sustainability and Communications Mgr, City of Mercer Island
ross.freeman@mercergov.org or (206) 275-7662

#



Commuter Parking Proposal

FAQ Updated: 10 May 2018

When will these decisions be made and how can the community weigh in on these proposals?

The City Council will review purchase and sale agreements (PSA) for the two property transactions at its May 15, 2018 meeting, followed by a period of community input. The final purchase and sale agreements are scheduled for City Council action on June 5, 2018. If they are approved, then an extensive due diligence period will follow, and closing would occur by late 2018 or early 2019. The Council welcomes the community's input on these two proposed PSAs.

What happens during the due diligence period?

A Due Diligence period allows a buyer to fully investigate property prior to closing (or finalizing the acquisition) to ensure that it is suitable for the buyer's desired development or use. Due diligence periods allow a buyer to withdraw from a purchase and sale agreement if something is discovered about the property that does not meet expectations. In the case of the City purchasing the former Tully's site, the City will have six months to investigate and evaluate the property in detail before making a final decision to purchase the property and proceed to closing. This is similar to a home inspection when purchasing a new home.

When will the commuter parking spaces be ready?

Parking spaces on both properties are expected to be available by 2023, in time for the scheduled opening of the East Link light rail service on Mercer Island.

Why is the City creating parking at this time?

The lack of available parking at the MI Park & Ride is a growing problem for Island residents. The facility is generally full by 7:00am on weekdays and about half of all Park & Ride parking spaces are used by non-Islanders. Island residents have consistently asked for additional parking, and the demand is expected to grow when light rail opens and increased numbers of residents seek to use predictable train transit.

Will the parking be exclusively for use by Island residents?

The City is exploring a tiered pricing scheme, similar to what it uses for its Parks and Recreation programs, or a comparable mechanism, to ensure Island residents have preferential access to the new parking spaces.

How much will it cost residents to use the additional parking?

There will be ongoing maintenance costs for the new commuter parking facility, and the City will need to share the maintenance cost with users. The City plans to research and develop an operational plan and pricing models before the parking facility is operational. Likewise, a "reservation" model could provide guaranteed parking, which does not currently exist at the Mercer Island Park and Ride.

How much will constructing these new commuter parking garages cost Island taxpayers?

Due to the unique public-private partnerships proposed, both commuter parking sites will deliver parking facilities for Mercer Island for the least possible cost by leveraging the City's current and proposed land assets. For the Tully's site, the City's actual contribution, if any, for parking facilities is not yet known and will be further defined over the next six months as the City evaluates the property during its Due Diligence period. In the case of the Freshy's

site, the developer has agreed to provide between 65 to 70 public parking spaces to the City during commuting hours in exchange for the City's sale of Parcel 7. This arrangement leverages the value of the land, thereby alleviating the financial burden on taxpayers.

At the former Tully's Coffee site: The City plans to purchase the former Tully's property located at 7810 SE 27th Street from Parkway Management Group, for a purchase price of \$2 million, using a portion of the Sound Transit Settlement funds. The parcel could then be combined with adjacent property (Parcel 12) that the City already owns at Sunset Highway, and which could serve as a match for the ST funds in keeping with the ST Settlement Agreement. The City plans to construct over a 100 underground parking spaces. The City anticipates creating a public-private partnership with a developer to bring in the expertise and necessary funding to complete the project.

At the Freshy's site: The City is selling a small parcel (City Parcel 7) at the southwest corner of SE 24th Street and 76th Avenue SE in Town Center, for an estimated \$2.3 million to Twenty Four Eleven LLC (Twenty Four Eleven). WSDOT deeded the triangular parcel to the City in 2000 for limited, specific uses, and will be the ultimate recipient of sale proceeds under the terms of the deed. The triangular property is adjacent to land owned by the buyer, where Freshy's Seafood Shack operates today. Twenty Four Eleven plans to build a mixed use project on the combined properties, to include 65-70 underground parking stalls for transit commuters that will be dedicated to the City of Mercer Island's perpetual use between the hours of 5:30 am and 7:30 pm, Monday thru Friday.

Why does WSDOT get the money for the sale of Lot 7 if it's City land?

WSDOT deeded the triangular parcel to the City in 2000 for limited, specific uses, and WSDOT will be the ultimate recipient of sale proceeds under the terms of the deed. The City will receive compensation in the form of dedicated commuter parking provided by the developer: at today's construction costs of \$85,000 per underground parking stall, this is valued at approximately \$6M.

How can the City afford to buy property when it's facing budget deficits?

The Tully's property purchase will use a portion of the ST Settlement funds which are restricted to parking use only and cannot be used for other City budget needs.

Is parking the only use considered for the former Tully's site?

The Tully's site combined with a small parcel adjacent to the site (City Parcel 12) could be assembled to create a mix-used project. As a consideration, if the adjacent parcel is rezoned to match the Tully's zone – Town Center (TC) – the City could leverage private investment and reduce the financial burden on taxpayers. The Council will be considering this during the due diligence period.

Will residents have an opportunity to comment on the future project proposal?

Absolutely. The Council is pleased to help develop a project that meets demands for more commuter parking and that also "creates a vibrant, healthy Town Center serving the City's business, social, cultural and entertainment center" (Town Center Plan). Citizen input will be welcomed and critical to ensuring a successful project.

What are the public amenity requirements for these projects?

Under the City's Town Center Development and Design Standards, a new project at either location must provide a variety of public amenities.

What will happen to the Greta Hackett Sculpture Garden next to the Tully’s site?

The City Council and the community value the Greta Hackett Outdoor Sculpture Garden and the City will preserve and enhance it with better connectivity to the new transit station, thereby creating a welcoming entry to the Town Center. The details of how any proposed project relates to the sculpture garden will be developed in consultation with the Mercer Island Arts Council.

What happens to any trees that must be removed for construction?

Any trees that are removed, even on City-owned land, must be replaced according to the updated rules in the [City's tree code](#). In addition, a minimum of 25% of each site must be landscaped.

What will happen to the Freshy’s Seafood Shack?

Discussions are underway between the land developer and the owner of Freshy’s about a suitable space in the new proposed building.

How will these proposed projects interface with the new light rail station?

The City plans to design a welcoming pedestrian flow from Town Center to the light rail station. The community’s input on the design will be critical.

I’ve heard the Tully’s site is contaminated, how is the City going to handle this?

Environmental contamination at the Tully’s site, caused by a gas station that once operated there, will be cleaned up. The City and Parkway Mgmt Group are negotiating to seek reimbursement for the site cleanup from outside entities, including from the previous owners responsible for the contamination.

#

Learn more at: www.mercergov.org/CommuterParking



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

**AB 5434
June 5, 2018
Regular Business**

**PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND
AND PARKWAY MANAGEMENT GROUP
ET AL. TO DEVELOP LONG-TERM
TRANSIT COMMUTER PARKING IN THE
TOWN CENTER**

Actions:
(1) Approve Resolution No. 1544,
authorizing the City Manager to
execute the proposed Purchase and
Sale Agreement with Parkway
Management Group et al.

(2) Approve Resolution No. 1545,
initiating a proposed, out of cycle
Comprehensive Plan amendment to
change the land use designation and
zoning of part of Parcel 12 from Public
Institution (P) to Town Center (TC)
with a five-story height limit.

- Discussion Only
- Action Needed:
 - Motion
 - Ordinance
 - Resolution

DEPARTMENT OF	City Manager (Julie Underwood)
COUNCIL LIAISON	n/a
EXHIBITS	<ol style="list-style-type: none"> Map of Proposed Commuter Parking Sites Resolution No. 1544 and Exhibit A (PSA) Resolution No. 1545 and Exhibit A (Map of Proposed Zoning Change) May 10, 2018 Press Release and FAQ
2018-2019 CITY COUNCIL GOAL	1. Prepare for Light Rail/Improve Mobility
APPROVED BY CITY MANAGER	

AMOUNT OF EXPENDITURE	\$ 2,000,000
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 2,000,000

SUMMARY

The City Council has the unique opportunity to provide needed transit commuter parking for Mercer Island use with the proposed action to buy the "Tully's property" under this Agenda Bill and sell Parcel 7 under a separate agenda bill (AB 5433). Both actions will provide the City with the best opportunity to obtain the most commuter parking for the least cost to Mercer Island taxpayers by utilizing creative public-private partnership approaches. Attached at Exhibit 1 is a map of the proposed commuter parking sites.

BACKGROUND

During the May 15 regular meeting of the Mercer Island City Council, the Council held its initial review and discussion of this proposed 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 owns at Sunset Highway, known as Parcel 12. These properties could be developed through a public-private partnership to build an underground parking garage and potential mixed-use development (see [AB 5418](#)). Attached at Exhibit 2 is the proposed PSA, and the initial review during the May 15th City Council presentation included an overview of its the key terms.

To leverage private investment, thereby reducing the City’s financial share, the City is further considering maximizing the value of Parcel 12 through a Comprehensive Plan amendment and rezone and changing the land use designation and zoning from Public Institution (P) to Town Center (TC). While parking is currently allowed in the P zone, by rezoning to match the adjacent Tully’s parcel, which is TC, the City desires to attain the greatest redevelopment flexibility. The City Council needs to initiate the Comprehensive Plan amendment and rezone processes by adopting a Resolution (see Exhibit 3). This will come before the Planning Commission and City Council as a separate item in the future.

City staff continues to inform the community of this proposal as well as the proposal involving the Freshy’s site (see AB 5433). The City issued a formal [press release on May 10, 2018](#) and prepared a Frequently Asked Questions (FAQ) webpage (see Exhibit 4) and will provide on-going updates in the MI Weekly, the City’s e-newsletter, and on its social media platforms.

OVERVIEW OF MAY 15 COUNCIL PRESENTATION

The proposed 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. During the May 15 Council presentation, City Manager Julie Underwood, City Attorney Kari Sand, and outside consultant Bob Stowe of Stowe Development & Strategies, LLC reviewed the key terms of the proposed PSA between the City and Parkway Management Group et al. and fielded various questions from the Council.

The Council’s questions primarily focused on the Washington State Department of Transportation (WSDOT) deed restriction on Parcel 12 that limits its use to road and street purposes; however, thanks in part to the efforts of retiring State Representative Judy Clibborn on behalf of the City, WSDOT obtained from the State Legislature a supplemental budget proviso through June of 2019 that will lift the deed restriction, provided the vertical development of the property includes transit commuter parking as a significant use of the property. The City is working with WSDOT to secure a more permanent commitment from WSDOT consistent with the budget proviso.

City Manager Underwood explained that during the six-month due diligence period following execution of the PSA, the City will conduct a Phase 2 environmental site investigation to determine the vertical and horizontal extent of the contamination and will also engage 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 Council discussion also highlighted the City’s need to comply with numerous federal requirements given the City’s intent to utilize Sound Transit settlement funds for this site development. Consistent with the Sound Transit Settlement Agreement, the City has until December 31, 2025 to submit reimbursement requests to Sound Transit.

FUNDING THE PROPERTY PURCHASE

The City will purchase the property by temporarily using \$1.0 million of the Beautification Fund balance and \$1.0 million of the Contingency Fund balance. Subsequently, the City will seek full reimbursement from Sound Transit, which is available through the Settlement Agreement up to approximately \$4.41 million for the development of long-term, transit commuter parking. The Settlement Agreement limits Sound Transit’s

contribution to a minority share (49 percent) of the overall development costs, meaning the City is responsible for the remaining costs (51 percent) of the parking facility. The City intends to use the value of Parcel 12 at Sunset Highway as its match against the Sound Transit funds.

FUTURE PARKING FACILITY / REQUEST FOR QUALIFICATIONS

The City plans to construct an underground parking facility with approximately 100 or more parking spaces, which is estimated in today's construction dollars to cost approximately \$85,000 per parking space.

The City further anticipates engaging in a Request for Qualifications (RFQ) process to solicit and identify interested, experienced and capable developers to form a public-private partnership whereby the City leverages its current land on Sunset Highway, future acquisition of the Tully's property, and offers the development rights on these combined parcels to a developer in efforts to reduce the City's cash contribution that would otherwise be required to support transit commuter parking construction costs in excess of the City's land contribution and Sound Transit's funding contribution. For example, the City contemplates owning the underground parking spaces to be built by a developer, and the developer would own and operate the above-ground, mixed-use development based on the City's Town Center vision and regulations and public input. Note that a RFQ process differs from a Request for Proposals (RFP) process insofar as the initial focus is on the qualifications of the potential developers, not on the developer's detailed proposal or price, and then the City will negotiate with that firm. Going forward, the City will be soliciting public input to encourage the highest and best use of the site and to provide much-needed, additional parking and to ensure the site, as developed, will be an integrated gateway connection between the City's Town Center and the new light rail station's east entrance off 80th Avenue SE.

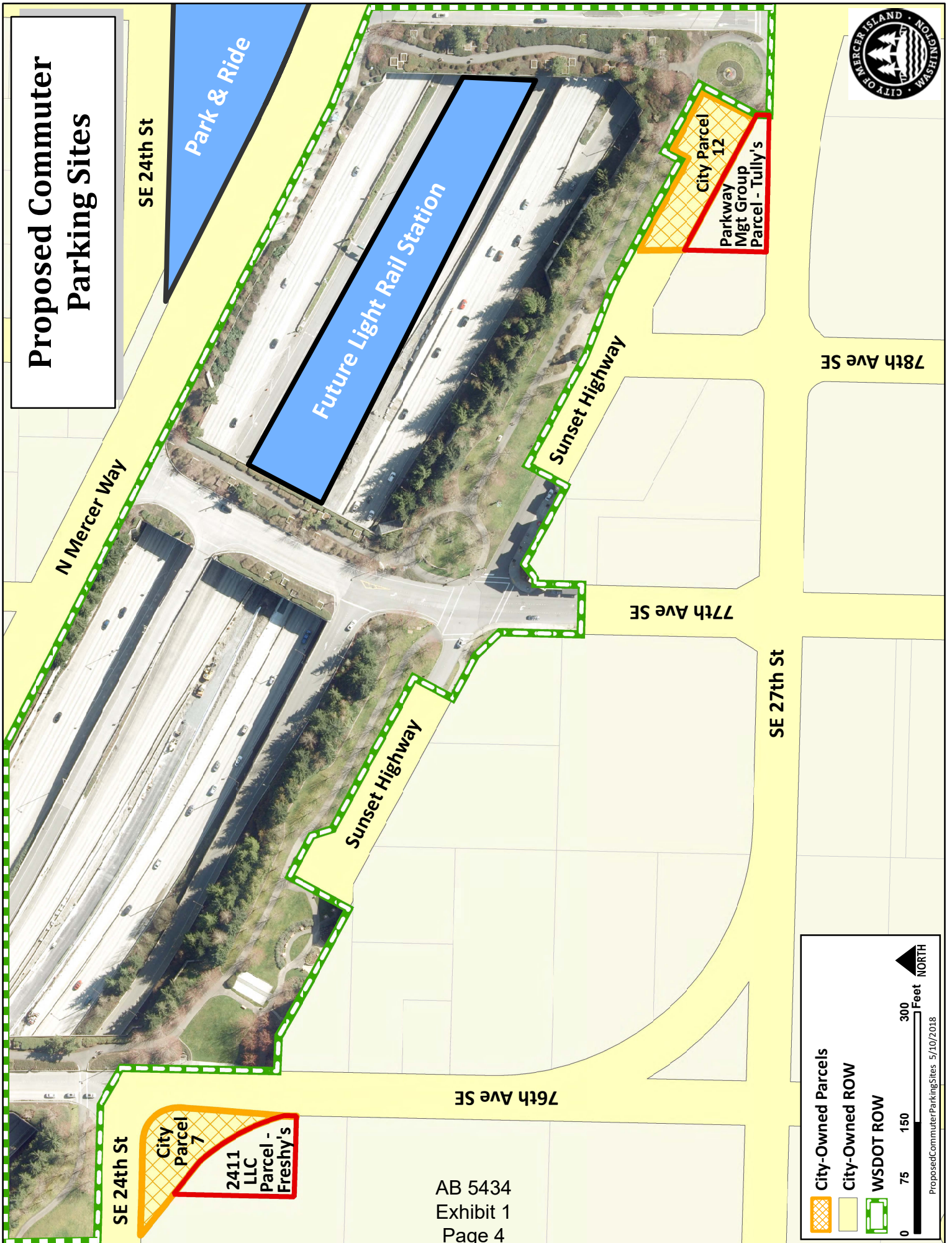
This public-private partnership presents an opportunity to significantly reduce a City contribution of funds (other than the Sound Transit contribution) by utilizing City-owned land in a key geographic location that supports long-term, transit commuter parking for Mercer Island. Any public-private partnership agreement will be a future agenda item subject to Council consideration and approval and is mentioned in this Agenda Bill as supporting contextual information. Any future project permit applications resulting from a public-private partnership will have additional opportunity for a public process, including public comment, following Council authorization of the public-private partnership. Staff is tentatively planning to discuss the RFQ criteria and process at Council's June 19th meeting. Ideally, a qualified developer is selected in time to assist the City during the due diligence process.

RECOMMENDATION

City Manager

- MOVE TO:
- (1) Approve Resolution No. 1544, authorizing the City Manager to execute the Purchase and Sale Agreement between the City of Mercer Island and Parkway Management Group, et al. in substantially the form attached as Exhibit A to Resolution No. 1544.
 - (2) Approve Resolution No. 1545, initiating a proposed, out of cycle Comprehensive Plan amendment to change the land use designation and zoning of a portion of the land known as Parcel 12 from Public Institution (P) to Town Center (TC) with a five-story height limit.

Proposed Commuter Parking Sites



Legend

- City-Owned Parcels
- City-Owned ROW
- WSDOT ROW

Scale

0 75 150 300 Feet

North Arrow

ProposedCommuterParkingSites 5/10/2018

**CITY OF MERCER ISLAND
RESOLUTION NO. 1544**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCER ISLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND
SALE AGREEMENT WITH PARKWAY MANAGEMENT GROUP ET AL. TO
PURCHASE THE REAL PROPERTY AT 7810 SE 27TH STREET, MERCER
ISLAND, WASHINGTON**

WHEREAS, Parkway Management Group and various tenants in common (collectively, the Owners) own the real property located at 7810 SE 27th Street, Mercer Island, Washington (the Property), commonly known as the Tully's site; and

WHEREAS, the City is evaluating the Property as a potential site for long-term, transit commuter parking; and

WHEREAS, the City has offered to buy the Property from the Owners for appraised fair market value; and

WHEREAS; the Property is in close proximity to the future East Link light rail station at Mercer Island; and

WHEREAS, to purchase the Property, the City plans on utilizing the funds provided by Sound Transit in accordance with the Settlement Agreement approved by the City Council on October 17, 2017 (AB 5346), which allows reimbursement of up to \$4.41 million towards the development of long-term, transit commuter parking; and

WHEREAS, the proposed purchase and sale agreement is exempt from the State Environmental Policy Act pursuant to WAC 197-11-800(5)(a);

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

The City Manager is hereby authorized to execute the Purchase and Sale Agreement between the buyer, City of Mercer Island, and seller, Parkway Management Group and the Tenant in Common Owners of the real property at 7810 SE 27th Street, Mercer Island, Washington (commonly known as the "Tully's site"), in substantially the form attached hereto as Exhibit 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON THE 5TH DAY OF JUNE 2018.

CITY OF MERCER ISLAND

Debbie Bertlin, Mayor

ATTEST:

Allison Spietz, City Clerk

PURCHASE AND SALE AGREEMENT

**by and
between**

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

as “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, collectively as “Seller”

Dated: _____, 2018

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List of Exhibits

Exhibit A	Legal Description of Property
Exhibit B	Form of Earnest Money Note
Exhibit C	Form of Deed
Exhibit D	List of Reports Delivered to Buyer
Exhibit E	Form of Access Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is by and among the CITY OF MERCER ISLAND, a Washington municipal corporation (the “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, the “Seller”) (hereinafter individually a “Party” or collectively the “Parties”). The Parties agree that the “Effective Date” of this Agreement shall be defined in Section 30. This Agreement is made with reference to the following recitals:

Recitals

- A. Seller owns the Property (as defined below), which is commonly known as the Tully’s site located at 7810 SE 27th Street, Mercer Island, Washington 98040.
- B. Buyer desires to purchase the Property to primarily develop it for transit commuter parking and other complementary uses determined by the Buyer (the “Project”).
- C. The Parties have deemed it beneficial to enter into a negotiated sale transaction whereby Buyer will acquire and develop the Property.

Agreement

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

Section 1. Purchase and Sale.

1.1 The Property. In consideration of their mutual covenants set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price (as defined in Section 2.1) and on the terms and conditions set forth in this Agreement and the exhibits hereto, the following:

1.1.1 That certain real property more particularly described in Exhibit A attached hereto (the “Land”).

1.1.2 All rights, covenants, interests, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on the Land, all development rights, air rights, water, water rights and water stock relating to the Land, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the “Appurtenances”).

1.1.3 Any improvements and fixtures located on the Land, including, without limitation, the retail building and any utility systems and environmental

investigation and remediation equipment on the Land (collectively, the “Improvements”).

1.1.4 No tangible personal property is included in the sale and Seller may remove all such Property before the Closing Date (as defined in Section 3.2); provided that, any tangible personal property remaining on the Property after Closing (as defined in Section 3.2) shall be considered abandoned by the Seller and may be removed by Buyer.

Section 2. Purchase Price.

2.1 Purchase Price. The purchase price for the Property is Two Million Dollars and No/100 (\$2,000,000.00) as hereinafter provided (the “Purchase Price”), payable in cash at Closing. Not later than 10:00 a.m., Pacific Time, on the Closing Date, Buyer shall deposit with the Escrow Holder (as defined in Section 2.2), via wire transfer, the Purchase Price, less the Deposit, Due Diligence Premium and the application of rent equivalent, if any, described in Section 4.1.2, together with Buyer’s share of closing costs and prorations.

2.2 Earnest Money.

2.2.1 Upon execution of this Agreement, Buyer shall execute a Promissory Note in the amount of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) in the form attached hereto as Exhibit B (the “Earnest Money Note”). The Earnest Money Note shall be held by *First American Title Insurance Company, 818 Stewart Street, Suite 800, Seattle, Washington 98101*, as the Escrow Holder hereunder (“Escrow Holder” or the “Title Company”). Within three (3) Business Days after satisfaction of Buyer’s Inspection Condition set forth in Section 4.1.1 below, Buyer shall replace the Earnest Money Note with cash in the amount of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) to be held as the earnest money deposit hereunder (the “Deposit”).

2.2.2 The Deposit shall be applicable to the Purchase Price. The Deposit shall be nonrefundable, except that the Deposit shall be refunded to Buyer in the event that (i) one of Buyer’s Conditions Precedent (as defined in Section 5 below) is not satisfied within the time period applicable to such condition, or (ii) the transaction fails to close due to a default on the part of Seller and through no fault of the Buyer. The Deposit shall be held in an interest-bearing account, with interest being included with the Deposit and going to the benefit of the Party entitled to the Deposit at Closing or other termination of this Agreement.

Section 3. Escrow; Closing.

3.1 Escrow. Buyer and Seller hereby appoint the Escrow Holder to hold the escrow and conduct the Closing under this Agreement. Buyer and Seller shall execute and deliver to Escrow Holder such instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated by

this Agreement, provided that they are not inconsistent with the terms of this Agreement.

- 3.2 Closing; Closing Date. The consummation of the purchase and sale of the Property (the “Closing”) shall take place sixty (60) days following the expiration of the Due Diligence Period (as defined in Section 4.1.1) (the “Closing Date”).

At the Seller’s option, in order to provide adequate time for the Seller to find an appropriate property to execute a Section 1031 Exchange, the Seller may extend the Closing Date up to one hundred eighty (180) days by giving Buyer notice of the Seller’s exercise of this option at least thirty (30) days prior to the Closing Date described in the immediately preceding paragraph. If Seller exercises its option to extend the Closing Date, one hundred percent (100%) of any rent equivalent paid by Buyer pursuant to Section 4.1.2 below, after what would have been the Closing Date except for the Seller exercising its option to extend the Closing Date, shall apply to the Purchase Price. Regardless of the Closing Date, the Seller shall provide the Buyer with a 30-day notice of intent to close.

- 3.3 Buyer’s Deliveries. At or before Closing, Buyer shall deliver into Escrow the following:

3.3.1 funds transmitted by wire transfer in the amount of the Purchase Price (less the amount of the Deposit, Due Diligence Premium and the amount of rent applied to the Purchase Price, if any, as described in Section 2.2), together with Buyer’s share of closing costs and prorations pursuant to Section 10;

3.3.2 a real estate excise tax affidavit, executed by Buyer; and

3.3.3 two executed counterparts of the Easements, if any, as defined and provided in Section 5.3.

- 3.4 Seller’s Deliveries. At or before Closing, Seller shall deliver into Escrow the following:

3.4.1 a bargain and sale deed (the “Deed”) to the Property in the form attached hereto as Exhibit C, subject only to the Permitted Exceptions (as defined in Section 5.1), properly executed and acknowledged on behalf of Seller;

3.4.2 a real estate excise tax affidavit executed by Seller;

3.4.3 duplicate originals of an executed affidavit by Seller to the effect that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

3.4.4 two executed counterparts of the Easements, if any, as provided for in Section 5.3; and

3.4.5 the certificate described in Section 6.1.

- 3.5 Proof of Authority. Buyer and Seller each shall deliver such proof of authority and authorization to enter into this Agreement and consummate the transaction contemplated by this Agreement, and such proof of power and authority of the individual(s) executing and delivering any instruments, documents or certificates to act for and bind such Party, as reasonably may be required by the Title Company.
- 3.6 Other Documents. Buyer and Seller shall deliver such other documents or instruments as are reasonably required to consummate this transaction in accordance with this Agreement, including without limitation instructions from the Escrow Holder and each Party's respective closing statement.
- 3.7 Possession. Seller shall deliver possession of the Property to Buyer at Closing.
- 3.8 Disbursement and Other Actions. At the Closing, Escrow Holder promptly shall undertake all of the following in the manner indicated:
- 3.8.1 disburse all funds deposited with Escrow Holder by Buyer as follows:
- (a) disburse the Purchase Price to Seller, net the total amount chargeable to Seller, if any, as the result of prorations and credits pursuant to Section 10;
- (b) disburse the remaining balance of the funds, if any, to Buyer promptly following the Closing;
- 3.8.2 cause the Deed, the Easements (if any) and any other documents that the Parties may mutually direct to be recorded in the Official Records of King County, Washington, and obtain conformed copies thereof for distribution to Buyer and Seller;
- 3.8.3 direct the Title Company to issue the Title Policy to Buyer pursuant to Section 5.2 hereof; and
- 3.8.4 disburse to each Party the counterpart documents per the instructions of the Parties.

Section 4. Conditions Precedent to Closing.

- 4.1 Buyer's Conditions. For Buyer's benefit (and waivable by Buyer, and only Buyer, at any time), the following are conditions precedent to Buyer's obligation to consummate this transaction described in this Agreement ("Buyer's Conditions Precedent") and must be satisfied or waived by the date or within the time period indicated:

4.1.1 Due Diligence.

(a) Due Diligence Period. From the Effective Date through and including [_____, _____] **[the date that is 120 days following the Effective Date]** (such period of time, the “Due Diligence Period”), as such period may be extended by: (1) the mutual agreement of the Parties; and/or (2) for a period of up to sixty (60) days by Buyer, provided, however, Buyer gives Seller written notice of its election to extend the Due Diligence Period prior to the expiration of the 120-day Due Diligence Period and pays Seller a daily fee as defined in Section 4.1.3 (“Due Diligence Premium”). Buyer in its sole discretion and at its sole expense, shall have the opportunity to inspect and approve the physical condition and use of the Property, the economic feasibility of the Project and any other matters relating to the Property as Buyer elects to undertake (collectively, the “Inspections”), including without limitation, the availability of financing, access, utility services, zoning, engineering, soils and environmental conditions, ability to develop upon the adjacent property known as Parcel 12, status of neighboring projects and a survey (the “Inspection Condition”). The plan for any invasive testing of the Property (including Phase II environmental sampling) shall be subject to Seller’s prior review and approval, not to be unreasonably withheld, conditioned, or delayed. The Inspection Condition must be satisfied or waived by the end of the Due Diligence Period.

If for any reason whatsoever Buyer determines that the Property is unsuitable for its purposes in its sole and absolute discretion and notifies Seller of such decision before the end of the Due Diligence Period, then this Agreement shall terminate. If Buyer does not provide written notice to Seller of its approval of this condition by the end of the Due Diligence Period, the Inspection Condition shall not be satisfied, and this Agreement shall terminate. In the event of either such termination, Escrow Holder shall promptly return the Earnest Money Note to Buyer after Seller’s receipt of copies of environmental due diligence materials developed by Buyer. If this Agreement does not terminate at the end of the Due Diligence Period, the Inspection Condition shall be considered to have been satisfied, and the Deposit shall not be refundable to Buyer by reason of the Inspection Condition.

(b) Access to Property. Further, until the Closing Date or earlier termination of this Agreement, Buyer and its authorized contractors, engineers, surveyor, appraiser, consultants, employees, lenders and agents shall have the right to enter onto the Property for purposes of undertaking the Inspections. Such entry shall be pursuant to a Site Access Agreement between the Seller and Buyer (the “Access Agreement”) in the form attached hereto as Exhibit E (which agreement may have been executed by the Parties before execution of this Agreement). Buyer agrees to indemnify Seller and to hold Seller, Seller’s agents and employees harmless from and against any and all losses, costs, damages, claims or liabilities including, but not limited to, construction, mechanic’s and material men’s liens and attorneys’ fees, to the extent caused by Buyer’s entry upon the Property, including the conduct of the Inspections, by Buyer or its contractors, consultants, employees

or agents under this Section 4.1.1. This indemnity shall survive Closing or termination of this Agreement.

(c) Reports and Disclosure Statement. Seller has previously delivered to Buyer copies of all reports about the physical condition of the Property that have been prepared at the request of Seller or that are in Seller's possession or under its control, including environmental and soils reports, which reports are listed on Exhibit D hereto (the "Reports"). Seller disclaims any responsibility for the accuracy of any information contained in the Reports, and Buyer acknowledges that it uses the Reports at its own risk. If for any reason whatsoever Buyer determines that the environmental contamination on the Property is unsuitable for its purposes before the end of the Due Diligence Period, then Buyer shall be entitled to exercise its rights to terminate this Agreement under Section 4.1.1(a). If this Agreement terminates or the purchase and sale fails to close, Buyer promptly shall return the Reports (and all copies thereof) to Seller.

Seller shall provide a real property transfer disclosure statement as provided for in chapter 64.06 RCW (the "Seller Disclosure Statement") to Buyer within 5 days after the Execution Date. Nothing in the Seller Disclosure Statement creates a representation or warranty by Seller, nor does it create any rights or obligations in the Parties except as set forth in chapter 64.06 RCW, as amended. Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, subject to the terms of this Agreement, and Seller may not have knowledge of defects that careful inspection might reveal.

(d) Negotiation with Past Owners/Operators; Assignment of Claims. During the Due Diligence Period, and as further set forth in Section 9, Buyer shall have reached (a) a settlement and/or remediation agreement with BP/ARCO in a form mutually acceptable to Seller and Buyer which includes but is not limited to an indemnification as to Seller, Buyer and future owners and; (b) a mutually acceptable assignment of Seller's entire interest and/or rights in claims against past owners, operators and/or insurance to Buyer.

4.1.2 Rent. In consideration to the Seller for not renting or re-renting the Property during the time Parties spent negotiating this Agreement (the "Purchase and Sale Negotiation Period" (defined below), the Due Diligence Period and the time between the expiration of the Due Diligence Period and Closing (the "Closing Period"), the Buyer agrees to pay the Seller \$4,000 rent equivalent per month for each month and/or partial month during the Purchase and Sale Negotiation Period, Due Diligence Period and Closing Period starting the beginning of the month the Letter of Intent (dated March 19, 2018) between the Parties (the "LOI") was executed. In the event of Closing as contemplated in Section 3.2 and without an extension for purposes of a Section 1031 Exchange, then fifty percent (50%) of these rent payments shall be applicable to the Purchase Price at Closing. If the Seller requests an extension for purposes of a Section 1031 Exchange as contemplated in Section 3.2, then one hundred percent (100%) of these rent

payments after the 60-day period and the Due Diligence Period shall be applicable to the Purchase Price at Closing.

4.1.3 Due Diligence Premium. If the Buyer wishes to extend the Due Diligence Period, as provided in Section 4.1.1(a), the Buyer shall pay the Seller an additional \$100 per day for each day beyond the agreed 120-day Due Diligence Period. These payments shall be made to the Seller by the first of each month. These funds shall be nonrefundable to the Buyer.

4.1.4 Title Policy. On the Closing Date, the Title Company shall be prepared to issue the Title Policy to Buyer as of the Closing Date in accordance with Section 5 of this Agreement.

4.1.5 Representations and Warranties. On the Closing Date, Seller's representations and warranties contained in Section 6.1 are true and correct, as if made as of the Closing Date, except as provided in Section 6.3.

4.1.6 Seller's Performance. Seller has duly and timely performed each and every other material obligation to be performed by Seller under this Agreement before Closing.

4.2 Seller's Conditions. For Seller's benefit (and waivable by Seller, and only Seller, at any time), the following are conditions precedent to Seller's obligation to consummate this transaction ("Seller's Conditions Precedent") and must be satisfied or waived by the date or within the time period indicated:

4.2.1 Buyer's Performance. Buyer has duly and timely performed each and every material obligation to be performed by Buyer under this Agreement prior to Closing.

4.2.2 Buyer's Representations and Warranties. Buyer's representations and warranties set forth in Section 6.2 are true and correct as if made as of the Closing Date, except as provided in Section 6.3.

4.2.3 BP/ARCO Settlement and Assignment of Claims. During the Due Diligence Period (a) a settlement and/or remediation agreement with BP/ARCO in a form acceptable to Seller which includes but is not limited to an indemnification as to Seller, Buyer and future owners and; (b) an acceptable assignment of Seller's entire interest and/or rights in claims against past owners, operators and/or insurance to Buyer.

Section 5. Evidence of Title.

5.1 Commitment. Within five (5) days following the Effective Date, Seller shall cause delivery to Buyer of a preliminary title commitment for a standard ALTA owner's policy of title insurance ("Commitment"), together with the underlying documents forming the basis of the exceptions, issued by the Title Company. Buyer may also obtain an ALTA/ACSM survey of the Property (the "Survey") during the Due

Diligence Period. Buyer shall have until fifteen (15) days after the Effective Date to object to any matter disclosed in the Commitment or the Survey by giving written notice (the "Title Defect Notice") of the objection to Seller. If, after the initial issuance of the Commitment and giving of the initial Title Defect Notice, the Title Company amends the Commitment by adding a new exception thereto, or the Survey reveals any new matters affecting title, Buyer shall be entitled to give a Title Defect Notice to such exception within ten (10) Business Days after receipt of the amendment. Any matters not referenced in a timely Title Defect Notice shall be deemed approved by Buyer and are referred to herein as "Permitted Exceptions." Within ten (10) Business Days after receiving a Title Defect Notice, Seller shall notify Buyer in writing of any disapproved exception(s) that Seller declines to cure. Thereafter Buyer shall have five (5) Business Days to either waive the exception Seller has declined to cure (which thereafter shall constitute a Permitted Exception) or to terminate this Agreement. In the event of such termination, Escrow Holder shall promptly return the Earnest Money Note to Buyer.

Anything to the contrary in this Agreement notwithstanding, Seller shall have no affirmative obligation to expend any funds or incur any liabilities to cause any title exceptions to be removed from the Commitment (or any update thereto) or insured over, except that Seller shall pay or discharge any lien or encumbrance voluntarily created, permitted or assumed by Seller (except current taxes and assessments) and not created by or resulting from the acts of Buyer or other parties not related to Seller.

- 5.2 Issuance of Policy. At Closing, the Title Company shall be prepared to issue an extended 2006 ALTA owner's title insurance policy ("Title Policy") in the amount of the Purchase Price insuring Buyer and subject only to (a) a lien for real property taxes, not then delinquent; (b) Permitted Exceptions approved or deemed approved by Buyer; (c) matters affecting the condition of title to the Property resulting from the actions or activities of Buyer or created by or with the written consent of Buyer.
- 5.3 Utility Easements. To the extent that there are existing utilities that cross the Property for which Seller requires an easement to serve other property or that crosses other property owned by Seller adjacent to the Property (excluding adjacent streets) for which Buyer requires an easement to serve the Property, Buyer and Seller will enter into utility easements therefor at Closing (the "Easements"). Each Party will notify the other of the need, if any, for such utility easements within 45 days after the Effective Date and Buyer shall provide a copy of the survey it obtains during the Due Diligence Period promptly upon receipt to facilitate this review. If such utility easements are needed, Seller shall provide its form of utility easement for Buyer's review. If the Parties cannot agree on the forms of such utility easements before the end of the Due Diligence Period, then Buyer shall be entitled to exercise its rights to terminate this Agreement under Section 4.1.1(a).

Section 6. Representations and Warranties.

- 6.1 Seller. Except as known or disclosed to Buyer prior to Closing, Seller represents and warrants that as of the Effective Date of this Agreement:

6.1.1 Seller has the legal power, right and authority to enter into this Agreement and all documents required to be executed by Seller under this Agreement and to consummate the transaction contemplated by this Agreement.

6.1.2 To Seller's actual knowledge, except for a potential unlawful detainer action which may be filed against Global Baristas (dba Tully's Coffee), there are no pending or threatened (in writing) actions, suits, arbitrations, claims or proceedings, at law or in equity, adversely affecting the Property or to which Seller is a party by reason of Seller's ownership of the Property, including any eminent domain proceeding; further, Seller has not received any notices from any governmental authority with respect to any violation of any statute, ordinance or regulation applicable (or alleged to be applicable) to the Property.

6.1.3 Except for any matters shown on the Commitment, Seller has not entered into any oral or written leases, subleases, rental agreements licenses, service or maintenance agreements or other contracts or agreements (written or oral) with respect to the ownership, operation, maintenance, use or occupancy with respect to the Property or any portion thereof that would encumber the Property or bind Buyer after Closing.

6.1.4 Seller disclosed and the Buyer acknowledged that the Property is a commercial property, has been operated as a gasoline station, and that Hazardous Substances (as defined in Section 9) are present in the soils and groundwater at and/or emanating from the Property. Seller provided the Buyer with all copies of the environmental reports that are in Seller's possession or under its control relative to the Property.

6.1.5 The Reports listed on Exhibit D are all of the reports in Seller's possession or under its control regarding the physical condition of the Property.

Seller shall promptly notify Buyer of any new event or circumstance of which Seller has actual knowledge that occurs or arises after the date hereof and that makes any representation or warranty of Seller under this Agreement untrue in any respect that would materially affect Buyer's development of the Property. The foregoing representations and warranties shall be deemed made as of Closing except to the extent modified by a certificate delivered by Seller at Closing, notifying Buyer of any changes arising prior to Closing.

6.2 Buyer. Buyer represents and warrants that as of the date it executes this Agreement and as of Closing:

6.2.1 Buyer has the legal power, right and authority to enter into this Agreement and the documents required to be executed by Buyer under this Agreement, and to consummate the transactions contemplated by this Agreement.

6.2.2 All requisite action (City Council approval) has been taken by Buyer in connection with entering into this Agreement and the documents required hereby to be executed by Buyer and the consummation of the transactions contemplated hereby.

6.3 Changes in Representations and Warranties. The foregoing representations and warranties are to be made by the Parties as of the Effective Date of this Agreement and as of the Closing Date. If after the Effective Date and before the Closing Date, a Party making a representation and warranty (the “Representing Party”) becomes aware of facts that would cause such representation and warranty to be untrue or incomplete, the Representing Party shall notify the other Party (the “Nonrepresenting Party”) in writing within five (5) Business Days after discovery of the new facts, and include copies of documents or materials, if any, related to such new facts (the “Change Notice”). If a representation and warranty can no longer be accurately made by the Representing Party and this is (i) due to a state of facts first arising after the Effective Date, (ii) not intentionally caused by the Representing Party, (iii) such new state of facts materially and adversely affects a right, remedy or obligation of the Nonrepresenting Party under this Agreement, prevents a Party from performing as required herein, or, in the case of Buyer, the materially increases the costs associated with Buyer’s intended use of the Property or materially decreases value of the Property, then the Nonrepresenting Party may by written notice to the Representing Party elect to terminate this Agreement. In such event, Escrow Holder shall promptly return the Earnest Money Note or Deposit, whichever is applicable, to Buyer and neither Party shall have any further obligations hereunder (except as provided in Section 4.1.1). Such election must be exercised within five (5) Business Days after the Nonrepresenting Party receives a Change Notice. During such five (5) day period, however, the Parties shall negotiate in good faith about possible solutions to address the change in facts (e.g., proposals for courses of actions to cure the issue or price adjustments).

Section 7. As Is.

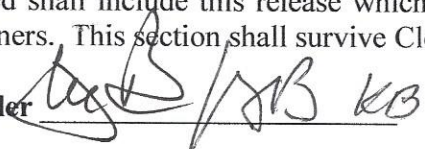
Buyer acknowledges and agrees that Buyer knows and is aware that: the Property is a commercial property that was operated as a gasoline station; Hazardous Substances (as defined in Section 9) are located in the soils and groundwater in, on, at and emanating from the Property; and, Buyer is purchasing the Property “as is where is” in its present condition. Except for the warranty of title set forth in the deed or in any other document executed by Seller at Closing, Seller makes no representations or warranties, express or implied, with respect to, and shall have no liability for: (a) the condition of the Property or any buildings, structures or improvements thereon or the suitability of the Property for Buyer’s intended use; (b) any applicable building, zoning or fire laws or regulations or with respect to compliance therewith or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (c) the availability or existence of any water, sewer or utilities, any rights thereto, or any water, sewer or utility districts; (d) access to any public or private sanitary sewer or drainage system; or (e) the past, present or future presence of any Hazardous Substances (as defined in Section 9) in, on, at or emanating from or to the Property or in any improvements on the Property. Without limiting the generality of the foregoing, except as expressly set forth in the deed, or in any other document executed by Seller at closing, Seller shall have no liability with respect to the condition of the Property under common law, or any federal, state, or local law or regulation including, without limitation, environmental laws, or for the presence of any hazardous materials or substances. Buyer acknowledges that Buyer is given the opportunity under this Agreement to fully access

and inspect the Property and documentation in Seller's possession, and Buyer assumes the responsibility and risks of all defects and conditions, including, without limitation, such defects and conditions, if any, that cannot be observed by casual inspection. This section shall survive Closing. Buyer is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the property, and Buyer has or will have adequate opportunity to complete all physical and financial examinations relating to the acquisition of the Property hereunder it deems necessary, and will acquire the same solely on the basis of and in reliance upon such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller (other than as expressly provided in this Agreement, the deed or in any other document executed by Seller at Closing).

Section 8. Environmental Release.

Following the Closing, Buyer waives and releases Seller and Seller's officers, trustees, members, managers, agents, heirs, successors, assigns, executors, or personal representatives, and forever releases and discharges Seller and Seller's officers, trustees, members, managers, heirs, successors, assigns, executors, or personal representatives, from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses or rights of contribution whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, that may arise on account of or in any way connected with the physical condition of the Property or any property owned by Buyer and affected or impacted in any way by Hazardous Substances (as defined in Section 9) originating at the Property including, without limitation, the presence of hazardous materials or substances in, on, at under, or emanating from or to the Property, or noncompliance with any law or regulation applicable thereto, under common law, or any federal, state, or local law or regulation, including but not limited to environmental laws. Buyer acknowledges that the presence of Hazardous Substances may increase Buyer's cost of ownership, liability and development and that this release applies to any incremental development costs. The deed shall include this release which shall run with the land and be binding on all subsequent owners. This section shall survive Closing.

Seller



Buyer

Section 9. Environmental Indemnification, Assignments, and Claims.

9.1 Indemnification and Hold Harmless. Buyer hereby agrees to indemnify, defend and hold Seller and Seller's members, trustees, officers, members, managers, agents, heirs, successors, assigns, executors, or personal representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "Damages"), suffered or incurred by any of the Indemnified Parties as a result of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies.

Buyer's liability under this Section 9.1 includes the following:

and inspect the Property and documentation in Seller's possession, and Buyer assumes the responsibility and risks of all defects and conditions, including, without limitation, such defects and conditions, if any, that cannot be observed by casual inspection. This section shall survive Closing. Buyer is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the property, and Buyer has or will have adequate opportunity to complete all physical and financial examinations relating to the acquisition of the Property hereunder it deems necessary, and will acquire the same solely on the basis of and in reliance upon such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller (other than as expressly provided in this Agreement, the deed or in any other document executed by Seller at Closing).

Section 8. Environmental Release.

Following the Closing, Buyer waives and releases Seller and Seller's officers, trustees, members, managers, agents, heirs, successors, assigns, executors, or personal representatives, and forever releases and discharges Seller and Seller's officers, trustees, members, managers, heirs, successors, assigns, executors, or personal representatives, from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses or rights of contribution whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, that may arise on account of or in any way connected with the physical condition of the Property or any property owned by Buyer and affected or impacted in any way by Hazardous Substances (as defined in Section 9) originating at the Property including, without limitation, the presence of hazardous materials or substances in, on, at under, or emanating from or to the Property, or noncompliance with any law or regulation applicable thereto, under common law, or any federal, state, or local law or regulation, including but not limited to environmental laws. Buyer acknowledges that the presence of Hazardous Substances may increase Buyer's cost of ownership, liability and development and that this release applies to any incremental development costs. The deed shall include this release which shall run with the land and be binding on all subsequent owners. This section shall survive Closing.

Seller VCU, Dea

Buyer _____

Section 9. Environmental Indemnification, Assignments, and Claims.

9.1 Indemnification and Hold Harmless. Buyer hereby agrees to indemnify, defend and hold Seller and Seller's members, trustees, officers, members, managers, agents, heirs, successors, assigns, executors, or personal representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "Damages"), suffered or incurred by any of the Indemnified Parties as a result of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies.

Buyer's liability under this Section 9.1 includes the following:

and inspect the Property and documentation in Seller's possession, and Buyer assumes the responsibility and risks of all defects and conditions, including, without limitation, such defects and conditions, if any, that cannot be observed by casual inspection. This section shall survive Closing. Buyer is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the property, and Buyer has or will have adequate opportunity to complete all physical and financial examinations relating to the acquisition of the Property hereunder it deems necessary, and will acquire the same solely on the basis of and in reliance upon such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller (other than as expressly provided in this Agreement, the deed or in any other document executed by Seller at Closing).

Section 8. Environmental Release.

Following the Closing, Buyer waives and releases Seller and Seller's officers, trustees, members, managers, agents, heirs, successors, assigns, executors, or personal representatives, and forever releases and discharges Seller and Seller's officers, trustees, members, managers, heirs, successors, assigns, executors, or personal representatives, from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses or rights of contribution whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, that may arise on account of or in any way connected with the physical condition of the Property or any property owned by Buyer and affected or impacted in any way by Hazardous Substances (as defined in Section 9) originating at the Property including, without limitation, the presence of hazardous materials or substances in, on, at under, or emanating from or to the Property, or noncompliance with any law or regulation applicable thereto, under common law, or any federal, state, or local law or regulation, including but not limited to environmental laws. Buyer acknowledges that the presence of Hazardous Substances may increase Buyer's cost of ownership, liability and development and that this release applies to any incremental development costs. The deed shall include this release which shall run with the land and be binding on all subsequent owners. This section shall survive Closing.

Seller SB

Buyer _____

Section 9. Environmental Indemnification, Assignments, and Claims.

9.1 Indemnification and Hold Harmless. Buyer hereby agrees to indemnify, defend and hold Seller and Seller's members, trustees, officers, members, managers, agents, heirs, successors, assigns, executors, or personal representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "Damages"), suffered or incurred by any of the Indemnified Parties as a result of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies.

Buyer's liability under this Section 9.1 includes the following:

(a) Any costs of, or liability for, investigation, cleanup, removal, treatment, remediation or monitoring of any Hazardous Substance;

(b) Any damages resulting from the diminution in value or unmarketability of the Property or any other real or personal property; and

(c) Any fines, penalties, assessments, judgments or other liabilities resulting from any claim, judgment or finding concerning the violation of any Environmental Law.

Buyer's liability under this Section 9.1 expressly excludes:

(d) Damages to the extent caused by the Indemnified Parties' willful misconduct;

(e) Any consequential or punitive Damages suffered or incurred by any Indemnified Parties.

9.2 Buyer's Defense and Indemnity. Buyer's defense and indemnity under Section 9.1 is expressly conditioned on the Indemnified Parties' agreement to:

(a) Reasonably and timely tender all claims for defense and/or indemnity to Buyer;

(b) Not settle or compromise defenses to any claims for defense and/or indemnity, or take any action prejudicial to Buyer;

(c) Mutual selection of legal counsel regarding any claims for defense and/or indemnity.

9.3 Pursuit of Potentially Responsible Parties. Seller shall work cooperatively with Buyer to obtain from past owners and operators a fully executed settlement and/or remediation agreement for Seller's and Buyer's respective benefit, the form of which is acceptable to Buyer and Seller and which may expressly include an indemnification as to Seller, Buyer, and future owners.

9.4 Environmental Remediation Claims. Except as addressed under Section 9.3, Seller agrees to assign to Buyer the Seller's entire interest and/or rights in environmental remediation claims against past owners and/or insurance. Buyer does not waive, and expressly reserves, all claims Buyer may have against any and all third parties (i.e. persons or entities other than Seller and/or Indemnified Parties) relating to the presence of Hazardous Substances at, on, under, or migrating from the Property, provided that to the extent Buyer pursues claims against such third parties, and such third parties consequently pursue claims against any Seller Parties, Buyer shall defend, indemnify, and hold harmless such Seller Parties from any such claim.

9.4.1 Seller agrees to seek recovery against applicable insurance, when allowed by law, for liability associated with any property damage on the Property. Buyer is hereby irrevocably appointed and constituted the Seller's agent and attorney-in-fact to make demand and commence legal action, arbitration or administrative proceedings, as Buyer deems fit, to tender, pursue and collect any all such money, proceeds or insurance claims or other third-party claims in the name of Seller and to receive any such money or proceeds in the name of the Seller of otherwise; and

9.4.2 To the extent allowable by law, Seller assigns and transfers to the Buyer any all claims and causes of action now existing and in the future arising under, against or relating to any and all insurance policies issued to, insuring and/or covering Seller in connection with current and future liabilities associated with the Property. This assignment includes all claims for defense, indemnity and bad faith including (without limitation) those relating to the liability.

9.4.3 In the situations identified in Sections 9.4.1 and 9.4.2 above,

(a) Buyer shall pay all fees and costs in pursuing insurance and third parties.

(b) Buyer has the exclusive right to appoint attorneys and consultants to pursue this insurance and any other third parties.

(c) Buyer shall have the exclusive right to decide and determine whether such legal action, arbitration or administrative proceedings shall be made, or commenced, settled, compromised, tried, appealed or withdrawn and to execute in the name of the Buyer or the Seller any documents that may be appropriate thereto.

(d) Buyer shall have the exclusive right to decide and determine whether any claim, demand, liability or suit made by the Buyer shall or shall not be settled, compromised, defended, tried or appealed, and the Buyer's decision thereon, if made in good faith, shall be conclusive and binding.

(e) Seller shall fully cooperate with Buyer in the pursuit of these claims at no cost to Seller.

9.4.4 Definitions. For purposes of this Section 9.4, the following definitions shall apply:

(a) "causes of action" means choses in action, causes of action, claims, privileges, rights, title and interest.

(b) "policies" means all insurance policies, known and unknown, issued to or insuring Seller as an "insured," "assured," "named insured" or "additional named insured" (collectively referred to as the "policies").

9.5 Definitions.

9.5.1 “Hazardous Substance” as used herein, shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment (“Environmental Law”). The term “Hazardous Substance” specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

9.5.2 “Environmental Law” as used herein, shall mean all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, relating to the regulation or protection of human health, safety, the environment and natural resources, including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70.105D RCW) (“MTCA”) and the Hazardous Waste Management Act (Chapter 70.105 RCW.)

9.6 Reservation of Rights. Buyer does not waive, and expressly reserves, all claims Buyer may have against Seller to enforce Section 9.

9.7 Successors and Assignment. The provisions of Section 9 shall extend to, bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Buyer may assign its rights hereunder in whole or part to any party that accepts the Buyer’s responsibility under Section 9. Seller may not assign or transfer its rights or obligations under Section 9 without Buyer’s prior written consent, which may not be unreasonably withheld.

Section 10. Costs and Expenses.

Seller shall pay (a) the premium for the standard portion of the Title Policy, (b) one-half (1/2) of all escrow fees and costs, and (c) Seller’s share of prorations. Buyer shall pay for (d) the premiums for the extended coverage portion or additional title insurance coverage or endorsements, (e) the costs of the Survey, (f) all recording charges, (g) one-half (1/2) of all escrow fees and costs, and (h) Buyer’s share of prorations. Because Buyer is a public entity, no excise tax will be due on the Sale. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants. All property taxes and assessments arising from and after Closing shall be the sole responsibility of Buyer. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the City of Mercer Island, County of King,

and State of Washington. If the transaction is terminated by either Party on account of default by the other, the defaulting Party shall pay all escrow and title costs billed by the Escrow Holder.

Section 11. Condemnation.

If before the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of all of the Property, then this Agreement shall terminate. If such proceeding proposes to take less than all of the Property, and the portion of the Property to be taken (i) has a value in excess of \$200,000, (ii) would take any right of access to the Property, or (iii) is necessary for the development of the Project and the Project cannot be reasonably and economically reconfigured (each, a "Material Taking"), Buyer may:

(a) terminate this Agreement by written notice to Seller whereupon the Parties shall proceed in accordance with Section 14 for a termination that is not the fault of either party; or

(b) proceed with the Closing, in which event Seller shall assign to Buyer in writing at Closing all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

Seller shall immediately notify Buyer in writing of the commencement or occurrence of any condemnation or eminent domain proceedings. If such proceedings would result in a Material Taking of any of the Property, Buyer shall then notify Seller, within ten (10) days of Buyer's receipt of Seller's notice, whether Buyer elects to exercise its rights under clause (a) or clause (b) of this Section 11. Closing shall be delayed, if necessary, until the later to occur of (i) the Closing Date or (ii) five (5) Business Days after the expiration of the 10-day period. If Buyer fails to timely elect to proceed under this Section 11, then Buyer will be deemed to have elected clause (b) above. If a taking is not a Material Taking, the Parties shall proceed in accordance with clause (b) above. This Section 11 shall not apply to any condemnation initiated by Buyer.

Section 12. Lease & Property Management Matters.

The Seller shall continue to have full responsibility for property management until the Buyer waives its Inspection Contingency and the Deposit becomes nonrefundable, at which time the Buyer shall assume said responsibilities and have access to the Property. Seller shall not approve any new leases, extensions or renewals during the Due Diligence Period, unless otherwise approved by the Buyer.

The Property would be conveyed at Closing free and clear of any and all leases and all contracts for the furnishing of goods, labor, construction or other services to the Property, unless otherwise approved by Buyer.

Section 13. Legal and Equitable Enforcement of this Agreement.

13.1 Default by Seller. This Agreement pertains to the conveyance of the Property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller refuses or fails without legal excuse to convey the Property to Buyer as

required by this Agreement, or otherwise defaults in its obligations hereunder, and provided that Buyer is not default in its obligations hereunder, Buyer shall have the right to elect one of the following remedies: (a) specific performance of this Agreement; or, alternatively, (b) to terminate this Agreement upon written notice to Seller and receive a return of the Deposit, in which case neither Party shall have any further obligations to the other hereunder, except for those duties and obligations stated in the Agreement that expressly survive hereunder and Section 29 concerning attorney's fees. In no event shall Seller be liable to Buyer for any damages to Buyer, other than the return of the Deposit if Buyer elects to proceed under *clause (b)* above.

13.2 Default by Buyer. If Buyer fails without legal excuse to complete the purchase of the Property, the Deposit shall be forfeited to Seller as liquidated damages and payment by Buyer of any attorney's fees and enforcement costs due under Section 29 below, is the sole and exclusive remedy against Buyer available to Seller for Buyer's failure to complete the purchase of the Property as required under this Agreement. In no event shall Seller be entitled to specific performance against Buyer for such failure. If the Closing fails to occur by reason of Buyer's default, the Parties agree that the damages that Seller would suffer thereby are difficult or impossible to determine. Accordingly, the Parties agree that the Deposit is a reasonable estimate of such damages and shall be and constitute valid liquidated damages, and not a penalty, considering all circumstances that exist on the date of this Agreement, including: (1) the relationship of the foregoing sum to the range of harm to Seller that could reasonably be anticipated; and (2) the anticipation that proof of actual damages would be impracticable or extremely difficult to determine. This provision is not intended to apply to obligations that survive a termination of this Agreement, including but not limited to the provisions of Section 4.1.1 or the Access Agreement (Exhibit E), and Seller shall be entitled to receive amounts due thereunder in addition to the Deposit.

Section 14. Termination for Failure of Condition.

If any of the conditions set forth herein are not satisfied or waived by the date provided in such condition, the Party entitled to benefit of such condition shall have the right to terminate this Agreement and the escrow provided for herein by giving written notice of such termination to the other Party and to Escrow Holder. In the event of such termination, all escrow and title charges shall be divided equally between the Parties and this Agreement will be of no further force and effect and the Parties shall have no further liability except as expressly set forth in this Agreement for matters expressly stated to survive termination of this Agreement and in the Access Agreement (Exhibit E). All documents delivered to Escrow Holder shall be returned to the depositing party, the Deposit shall be returned to Buyer and Buyer shall return to Seller all due diligence items delivered by Seller to Buyer (and all copies thereof) that are in the Buyer's possession or under its control within five (5) business days after such termination.

Section 15. Notice.

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following addresses:

If to Buyer: City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732
Attention: Julie Thuy Underwood, City Manager
E-mail: julie.underwood@mercergov.org
Phone: 206-275-7600

With a copy to: City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040-3732
Attention: Kari Sand, City Attorney
E-mail: kari.sand@mercergov.org
Phone: (206) 275-7650

If to Seller: Frank M. Buty, Partner
Parkway Center Management Group
1150 Alki Ave SW, Apt. 4
Seattle, WA 98116
E-mail: fmbuty@gmail.com
Phone: (206) 719-0601

AND

Shelley Burton, Partner
Parkway Center Management Group
3820 NE 155th Place. #101
Lake Forest Park, WA 98155
E-mail: slb2012@q.com
Phone: 206-367-3221

With a copy to: John Houlihan
Houlihan Law, P.C.
100 N 35th Street
Seattle, WA 98103
E-mail: john@houlihan-law.com
Phone: (206) 547-5052

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, (c) sent by electronic mail to the party and its counsel, return receipt required, in which case notice shall be deemed

delivered on the next Business Day following confirmed receipt, or (d) hand delivered, in which case notice shall be deemed delivered on the date of the hand delivery. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 15; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 16. Time of Essence.

Time is of the essence of this Agreement.

Section 17. Governing Law; Jurisdiction.

The construction, validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Washington without regard to its conflict of law principles. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to the jurisdiction in the King County Superior Court for the State of Washington or in the United States District Court for the Western District of Washington.

Section 18. Counterparts; Transmissions.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that executed counterparts may be transmitted by facsimile or as a digital document by electronic mail and such transmitted, executed counterparts shall be treated as an executed original counterpart.

Section 19. Captions.

The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 20. Assignability.

Buyer shall not assign its rights under this Agreement without Seller's prior written consent, which may be withheld for any reason within the Seller's sole discretion. Any assignment of this Agreement shall not release the assigning party of its obligations under Sections 7, 8, and 9.

Section 21. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

Section 22. Modifications; Waiver.

No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

Section 23. Entire Agreement.

This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written including, but not limited to the LOI, are superseded hereby.

Section 24. Fair Construction; Severability.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that any ambiguities are to be construed against the drafting party shall be inapplicable in the interpretation of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions contained herein in order to achieve the objectives and purposes of this Agreement. If any term, provision, covenant, clause, sentence or any other portion of the terms and conditions of this Agreement or the application thereof to any person or circumstances shall apply, to any extent, become invalid or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable to most nearly retain the intent of the Parties, and if such modification is not possible, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation or unenforceability.

Section 25. Survival.

The representations and warranties in this Agreement shall survive the Closing of this transaction for a period of ninety (90) days following Closing, and written notice of any claim by a Party for a breach thereof must be delivered to the other Party within such time period. In addition, the indemnities and agreements contained in Section 4.1.1(b) (Access to Property), Section 7 (As Is), Section 8 (Environmental Release), Section 9 (Environmental Indemnification, Assignments, and Claims), Section 27 (Brokers) and Section 29 (Attorneys' Fees) shall survive the termination or expiration of this Agreement and shall survive the Closing. Except for the foregoing provisions, all other agreements of the Parties contained in this Agreement shall terminate upon Closing.

Section 26. No Third-Party Rights.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or

by reason of this Agreement. No term or provision of this Agreement shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, except as may be otherwise expressly provided herein. Nothing in this Section 26 is intended to modify the restrictions on assignment contained in Section 20 hereof.

Section 27. Brokers.

Seller and Buyer represent each to the other that each has had no dealings with any broker, finder or other party concerning Buyer's purchase of the Property. Seller agrees to indemnify and hold Buyer harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Buyer as a result of any claim arising out of the acts of Seller for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with Seller. Buyer agrees to indemnify and hold Seller harmless from all loss, cost, damage or expense (including reasonable attorney's fees) incurred by Seller as a result of any claim arising out of the acts of Buyer for a commission, finder's fee or similar compensation or made by any broker, finder or any party who claims to have dealt with Buyer. The indemnities contained in this Section 27 shall survive the Closing or the termination of this Agreement.

Section 28. Business Days; Computation of Time.

The term "Business Day" as used herein means any day on which banks in Mercer Island, Washington are required to be open for business, excluding Saturdays and Sundays. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. If any deadline hereunder falls on a day that is not a Business Day, then the deadline will be deemed extended to the next following Business Day.

Section 29. Attorneys' Fees.

If any legal action or other proceeding is brought for the enforcement of this Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless), or because of an alleged dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

Section 30. Effective Date.

The Effective Date of this Agreement shall be the day and year last written by the signatures below. Until this Agreement has been signed by all Parties, it shall not be legally binding.

//

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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: May 19, 2018

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

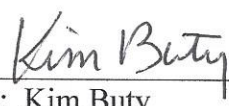
By:  _____

Printed Name: Steve Buty

Title: General Partner

Date: 5-19-2018

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

By:  _____

Printed Name: Kim Buty

Title: General Partner

Date: 5/19/18

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: _____

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**

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

By: _____

Printed Name: Frank M. Buty

Title: General Partner

By: _____

Printed Name: Steve Buty

Title: General Partner

Date: _____

Date: _____

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

SHELLEY LYNN BURTON TRUST

By: _____

Printed Name: Kim Buty

Title: General Partner

By: Shelley L. Burton

Printed Name: Shelley L. Burton

Title: Trustee

Date: _____

Date: May 18, 2018

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

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

By: Shelley L. Burton

Printed Name: Shelley Burton

Title: Successor Trustee

By: Shelley L. Burton

Printed Name: Shelley L. Burton

Title: Trustee

Date: May 18, 2018

Date: May 18, 2018

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

MELISSA MARY BURTON TRUST

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

By: _____
Printed Name: Kristina C. Udall
Title: Trustee

Date: May 18, 2018

Date: _____

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

MELISSA MARY BURTON TRUST

By: _____
Printed Name: Shelley L. Burton

By: Kristina C. Udall, Jr
Printed Name: Kristina C. Udall
Title: Trustee

Date: _____

Date: 5-19-2018

EXHIBIT A

Legal Description of Property

EXHIBIT B

Form of Earnest Money Note

PROMISSORY NOTE

\$150,000.00

Dated: _____, 2018

FOR VALUE RECEIVED, CITY OF MERCER ISLAND, a Washington municipal corporation (“Maker”), promises to pay to the order of *FIRST AMERICAN TITLE INSURANCE COMPANY* (“Holder”), 818 Stewart Street, Suite 800, Seattle, WA 98101, the principal sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$150,000.00), as the Earnest Money Note in accordance with Section 2.2 of that certain Purchase and Sale Agreement between Maker, as Buyer, and _____, a Washington _____, as Seller, dated [_____, _____] (the “Agreement”). This Note shall be payable within three (3) Business Days after satisfaction of Buyer’s Inspection Condition under Section 4.1.1 the Agreement.

Maker’s failure to pay the Earnest Money if required by the terms of the Agreement shall constitute a default by Maker under both the Agreement and this Note.

Maker promises to pay all costs, expenses and attorneys’ fees incurred by Holder in the exercise of any remedy (with or without litigation) under this Note in any proceeding for the collection of the debt evidenced by this Note, or in any litigation or controversy arising from or connected with this Note.

Delay in exercising any of the Holder’s rights or options hereunder shall not constitute a waiver thereof, and waiver of any right or option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The provisions of this Note shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

This Note shall be construed according to the laws of the State of Washington and pursuant to the terms and conditions of the Agreement.

Time is of the essence of this Note and each and every term and provision hereof.

MAKER:

CITY OF MERCER ISLAND,
a Washington municipal corporation

[Do Not Sign – Exhibit Only]

By: _____

Name: Julie Thuy Underwood

Title: City Manager

EXHIBIT C

Form of Deed

After Recording Return To:

City of Mercer Island
Attention: City Attorney's Office
9611 SE 36th Street
Mercer Island, Washington 98040

BARGAIN AND SALE DEED

GRANTORS:

GRANTEE: City of Mercer Island, a Washington municipal corporation

Legal Description:

Abbreviated Form:
Additional legal on Page ____

Assessor's Tax Parcel ID#:

THE GRANTORS, _____, for and in consideration of ten dollars (\$10) in hand paid, bargains, sells and conveys to the Grantee, City of Mercer Island, a Washington municipal corporation, the following described real estate, situated in the County of King, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____, 2018.

GRANTORS

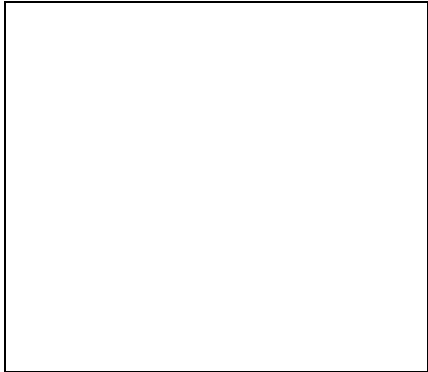
[Do Not Sign – Exhibit Only]

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she as authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A TO DEED

Legal Description

EXHIBIT B TO DEED

Exceptions

(to be added)

EXHIBIT D

List of Reports Delivered to Buyer

[to come]

EXHIBIT E

Form of Access Agreement

SITE ACCESS AGREEMENT

This SITE ACCESS AGREEMENT (the “Agreement”) dated as of _____, _____, is by and between _____, (“Seller”), and City of Mercer Island, a Washington municipal corporation (“Buyer”) with reference to the following:

RECITALS

A. Buyer is under contract to purchase certain property (the “Property”) described on Exhibit A attached hereto from the Seller pursuant to a Purchase and Sale Agreement dated [_____, _____, 2018] (the “Purchase Agreement”).

B. Under the Purchase Agreement, Buyer has the right to enter onto the Property and conduct its due diligence investigations to determine whether the Project is feasible and to engage in planning for the Project.

C. Buyer or its consultants and their respective employees, contractors and agents (collectively the “Consultants”) desires to perform the investigations and Project planning, including a surveyor, environmental consultant and geotechnical consultant on the Property. As provided in the Purchase Agreement, Seller wishes to cooperate in this investigation by granting to Buyer and Consultants a license to conduct such an investigation subject to the terms of this Agreement.

AGREEMENT

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

1. Seller grants to Buyer and Consultants a temporary non-exclusive license, subject to terms hereof, to enter upon the Property for the purpose of conducting activities on the Property to investigate the condition thereof and the feasibility of the Project as well as planning for the Project (the “Investigation Activities”). Buyer and Consultant may enter onto the Property pursuant to this License. In no event shall any drilling, penetrations or other invasive testing or inspections be done without the written approval of Seller, whose approval shall not be unreasonably withheld, conditioned or delayed.

The License granted herein shall continue in force from the date hereof and terminate upon the earlier to occur of (i) the closing of Buyer’s acquisition of the Property under the Purchase Agreement, or (ii) the earlier termination of the Purchase Agreement for any reason (the “Term”).

2. Buyer shall or shall cause its Consultants to remove all equipment, materials and debris used in or resulting from the Investigation Activities before the end of the Term unless Buyer purchases the Property pursuant to the Purchase Agreement. If Seller approves of any invasive testing, all samples and investigation residuals derived from the Investigation Activities

when removed from the Property shall be transported and disposed of by Buyer or Consultants in accordance with applicable law.

3. All persons who enter the Property pursuant to this Agreement assume the risk of doing so. Buyer waives any claims against Seller and releases Seller from any liability for any loss, damage or injury to Buyer, its Consultants or their property arising from the Investigation Activities, excluding those claims to the extent arising out of the negligence or willful misconduct of Seller, its employees, agents and contractors. Seller shall not be responsible for the safety of Buyer or its Consultants in their conduct of the Investigation Activities. Except as expressly provided in the Purchase Agreement, Seller has no responsibility or liability whatsoever for the condition of the Property. Buyer will repair and restore the Property to at least as good condition as existed before Buyer's or its Consultant's entry onto the Property (normal wear and tear excepted). Buyer and its Consultants shall be responsible for any damage done to the Property by Buyer or its Consultants. While on the Property pursuant to this Agreement, Buyer will comply and will cause all Consultants to comply with all applicable government laws and regulations concerning the Investigation Activities on the Property. Buyer will not suffer or permit to be enforced against the Property any mechanics, materialmen's or contractor's liens or any claim for damage arising from the work of any survey, tests, investigation, repair, restoration, replacement or improvement performed by Buyer or its Consultants as part of the Investigation Activities, and Buyer shall pay or cause to be paid all claims or demands with respect to the same before any action is brought to enforce the same against the Property.

Buyer will indemnify, protect, defend and hold Seller, its officers, and employees harmless from any loss, damage, injury, accident, fire or other casualty, liability, claim, lien, cost or expense (including attorneys' fees) of any kind or character to the extent arising from or caused by (a) entry on the Property by Buyer or its Consultants pursuant to this Agreement, (b) any act or omission of Buyer or any of its Consultants in the conduct of the Investigation Activities, (c) a violation or alleged violation by Buyer or its Consultants of any law or regulation in their conduct of the Investigation Activities, or (d) violation of this Agreement by Buyer or any of its Consultants. Seller's right of indemnity under this section shall not limit or waive any other legal claim or defense Seller may have outside of this Agreement.

IN CONNECTION WITH THIS INDEMNITY, BUYER WAIVES ANY IMMUNITY IT MAY HAVE UNDER INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER WAS MUTUALLY NEGOTIATED.

4. Buyer shall, during the term of this Agreement, maintain commercial general liability insurance, with the coverage of not less than \$1,000,000 for each occurrence and a \$2,000,000 general aggregate limit, on an occurrence basis from a reputable insurer licensed to do business in Washington, and shall, upon request, furnish to Seller certificates of insurance evidencing such coverage. Seller will be named as an additional insured under the policy.

5. All of the covenants of Buyer and indemnities permitted by Buyer hereunder shall survive termination of the license granted hereunder.

6. All Investigation Activities shall be performed solely at Buyer's expense, and neither Buyer nor Consultants shall look to Seller for reimbursement of or contribution for all or any part of those expenses.

7. All notices hereunder shall be delivered by a recognized overnight courier service or by certified mail, return receipt requested, to the addresses set forth below or to such other addresses of a party as are set forth in a notice by that party to the other parties:

If to Buyer: City of Mercer Island
9611 SE 36th Street
Mercer Island, Washington 98040-3732
Attention: Julie Thuy Underwood, City Manager
E-mail: julie.underwood@mercergov.org
Phone: 206-275-7600

If to Seller: Frank M. Buty, Partner
Parkway Center Management Group
1150 Alki Ave SW, Apt. 4
Seattle, WA 98116
E-mail: fmbuty@gmail.com
Phone: (206) 719-0601

AND

Shelley Burton, Partner
Parkway Center Management Group
3820 NE 155th Place. #101
Lake Forest Park, WA 98155
E-mail: slb2012@q.com
Phone: 206-367-3221

With a copy to: John Houlihan
Houlihan Law
100 N 35th Street
Seattle, WA 98103
E-mail: john@houlihan-law.com
Phone: (206) 547-5052

8. This Agreement may be executed in one or more counterparts, but all of which together shall constitute one and the same instrument. The Parties agree that executed counterparts may be transmitted by facsimile or as a digital document by electronic mail and such transmitted executed counterparts shall be treated as an executed original counterpart.

9. The Parties agree that this Agreement shall be governed by the laws of the State of Washington without regard to its conflict of law principles.

10. All defined terms used in this Agreement shall have the same meaning that they have in the Purchase and Sale Agreement unless expressly stated otherwise.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

BUYER:

CITY OF MERCER ISLAND, a Washington municipal corporation

[Do Not Sign – Exhibit Only]

By: _____

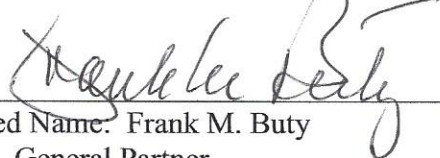
Name: Julie Thuy Underwood

Title: City Manager

Date: _____

SELLERS:

BUTY LIMITED PARTNERSHIP, a Washington limited partnership

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

Date: May 22, 2018

BUTY LIMITED PARTNERSHIP, a Washington limited partnership

By: 
Printed Name: Steve Buty
Title: General Partner

Date: 5-22-2018

BUTY LIMITED PARTNERSHIP, a Washington limited partnership

By: 
Printed Name: Kim Buty
Title: General Partner

Date: 5-22-18

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: Shelley L. Burton
Printed Name: Shelley Burton
Title: Successor Trustee

Date: May 18, 2018

SHELLEY LYNN BURTON TRUST

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

Date: May 18, 2018

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

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

Date: May 18, 2018

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

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

Date: May 18, 2018

MELISSA MARY BURTON TRUST

By: _____
Printed Name: Kristina C. Udall
Title: Trustee

Date: _____

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: _____
Printed Name: Shelley Burton
Title: Successor Trustee

Date: _____

SHELLEY LYNN BURTON TRUST

By: _____
Printed Name: Shelley L. Burton
Title: Trustee

Date: _____

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

By: _____
Printed Name: Shelley L. Burton

Date: _____

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

By: _____
Printed Name: Shelley L. Burton
Title: Trustee

Date: _____

MELISSA MARY BURTON TRUST

By: Kristina C. Udall, see
Printed Name: Kristina C. Udall
Title: Trustee

Date: 5-19-2018

EXHIBIT A to Site Access Agreement

Legal Description of Property

**CITY OF MERCER ISLAND
RESOLUTION NO. 1545**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON,
INITIATING A PROPOSED, OUT OF CYCLE COMPREHENSIVE PLAN
AMENDMENT AND REZONE OF THE LAND KNOWN AS PARCEL 12 FROM
PUBLIC INSTITUTION TO TOWN CENTER**

WHEREAS, on June 5, 2018, the Mercer Island City Council approved Resolution No. 1544, authorizing the City Manager to execute a purchase and sale agreement with Parkway Management Group et al. to purchase the real property at 7810 SE 27th Street (“Tully’s Property”); and

WHEREAS, the City is evaluating the Tully’s Property as a potential site for long-term, transit commuter parking; and

WHEREAS, to purchase the Tully’s Property, the City plans on utilizing the funds provided by Sound Transit in accordance with the Settlement Agreement approved by the City Council on October 17, 2017 (AB 5346), which allows reimbursement of up to \$4.41 million towards the development of long-term, transit commuter parking; and

WHEREAS, the Settlement Agreement requires the City to fund 51% of the cost to construct up to 200 of such parking stalls; and

WHEREAS, contribution of City land qualifies as a cost contribution; and

WHEREAS, in April 2000, the Washington State Department of Transportation (WSDOT) deeded to the City several surplus parcels in Mercer Island as part of its I-90 Turnbacks (Quitclaim Deed, King County Recording No. 20000425001234, recorded on April 25, 2000); and

WHEREAS, included in the WSDOT deed was Parcel 12, an elongated section of land generally running east-west to the north of the Tully’s Property containing a portion of Sunset Highway and a portion of the Greta Hackett Outdoor Sculpture Gallery as approximately shown on Exhibit 1 (“City’s Property”); and

WHEREAS, the City’s Property and the adjoining WSDOT property is currently designed “Public Institution” on both the City’s Comprehensive Plan Land Use Map and the Zoning Map; and

WHEREAS, amending both the City’s Comprehensive Plan Land Use Map and the Zoning Map to change the City’s Property from “Public Institution” to “Town Center” provides increased flexibility in the use of the City’s Property for long-term, transit commuter parking, and for other uses and improvements allowed in the Town Center that are necessary to support such parking; and

WHEREAS, Mercer Island City Code 19.15.050(C) and Revised Code of Washington (RCW) 36.70A.130(2) allow the City to amend the Comprehensive Plan no more frequently than once every calendar year; and

WHEREAS, the final docket of proposed amendments for 2018 was established by the Mercer Island City Council by Resolution No. 1534 on November 6, 2017; and

WHEREAS, the next annual docket cycle is in 2019, concluding by the end of 2019; and

WHEREAS, RCW 36.70A.130(2)(b) allows the City to adopt amendments or revisions to its comprehensive plan more frequently than once per year whenever an emergency exists; and

WHEREAS, the Tully's Property purchase and sale agreement requires closing by December 2, 2018; and

WHEREAS, the City Council requires the re-designation and re-zone of the City's Property to Town Center, prior to closing on the Tully's Property; and

WHEREAS, a decision on the proposed re-designation and re-zone of Parcel 12 in the next annual amendment cycle in 2019 would occur on the 4th quarter of 2019, nearly a year after the Tully's Property closing date; and

WHEREAS, consideration of, and a decision on, the proposed re-designation and re-zone of the City's Property in 2019 would delay completion of the long-term, transit commuter parking until sometime in 2024, a year after the East Link Light Rail Station is scheduled to open for service; and

WHEREAS, based on the foregoing, the City Council determines it is necessary to expedite the consideration of, and a decision on, the proposed re-designation and re-zone of the City's Property, and potentially a portion of the adjoining WSDOT property, to promote timely completion of a long-term, transit commuter parking facility within the City of Mercer Island's Town Center near the East Link Light Rail Station while still ensuring early and continuous public participation; and

WHEREAS, MICC 19.15.050(C)(3) allows the City Council to consider amendments more frequently than once per calendar year if the Council specifies the scope of the amendment, identifies the projected completion date and, if necessary, funds resources necessary to accomplish the work;

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

The City Council directs City staff and the Planning Commission to analyze, study, and make recommendations to the City Council by September 18, 2018 on the proposed, out of cycle Comprehensive Plan amendment and rezone of the portion of land known as Parcel 12 (the City's Property) from Public Institution to Town Center as approximately shown on Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS REGULAR MEETING ON THE 5th DAY OF JUNE 2018.

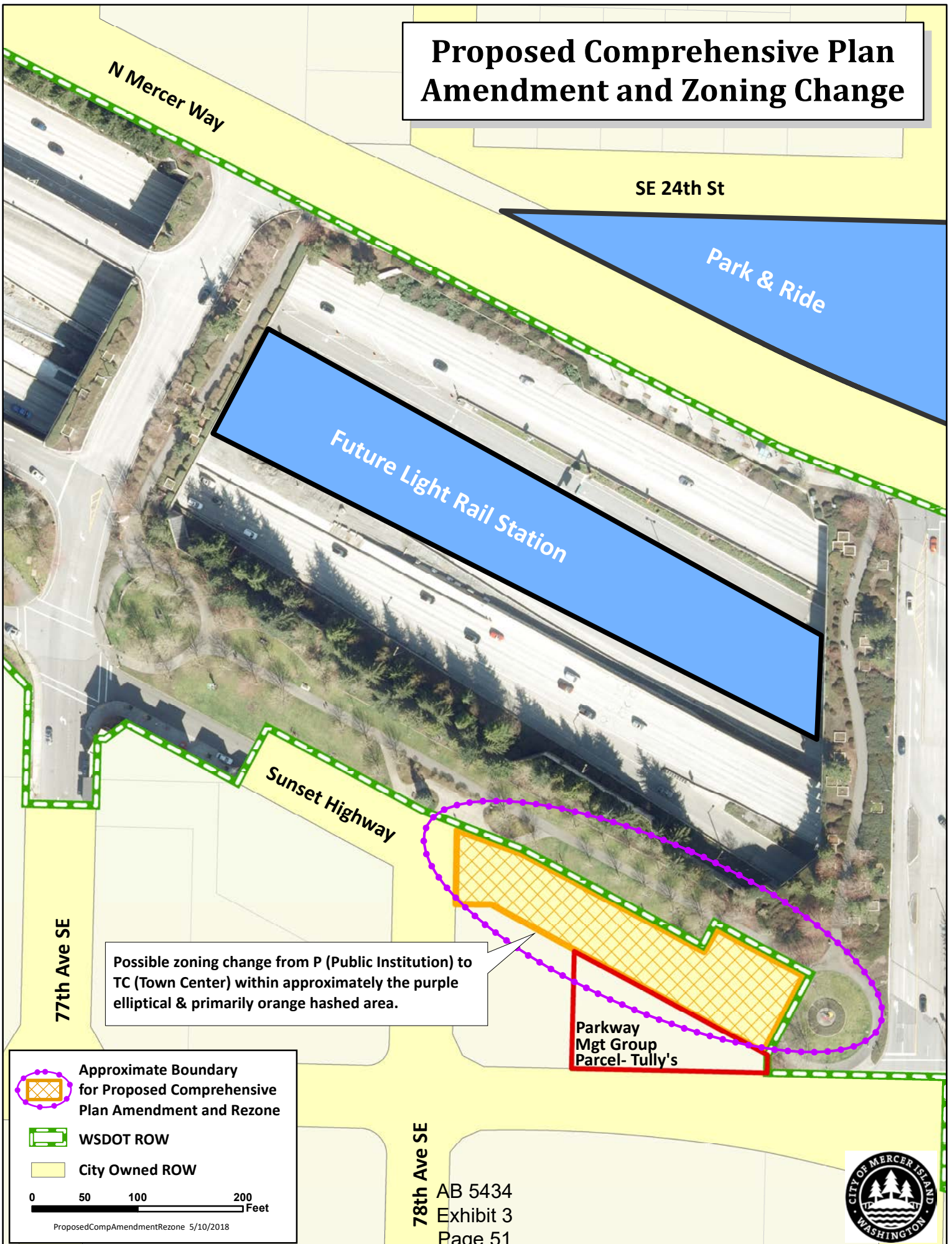
CITY OF MERCER ISLAND

Debbie Bertlin, Mayor

ATTEST:


Allison Spietz, City Clerk


Proposed Comprehensive Plan Amendment and Zoning Change




Possible zoning change from P (Public Institution) to TC (Town Center) within approximately the purple elliptical & primarily orange hashed area.

Parkway Mgt Group Parcel- Tully's

 Approximate Boundary for Proposed Comprehensive Plan Amendment and Rezone

 WSDOT ROW

 City Owned ROW

0 50 100 200 Feet

ProposedCompAmendmentRezone 5/10/2018





News Release • May 10, 2018
CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street • Mercer Island, WA 98040-3732
www.mercergov.org

Contact: Ross Freeman (206) 275-7662
Sustainability & Communications Manager

For immediate release

City Council takes action to create commuter parking for Islanders

*Public-Private Partnerships Create Solutions and
Leverage Sound Transit Settlement Funds*

May 10, 2018 (Mercer Island, WA) -- The City of Mercer Island is considering a pair of landmark projects to create up to 200 parking spaces in Town Center as part of its commitment to Islanders made during mitigation negotiations with Sound Transit and the Washington State Department of Transportation (WSDOT). In a move that brings together Sound Transit funding, City-owned properties, and private partnerships, the City will secure new parking within walking distance of the new light rail station scheduled to open in 2023.

The two properties involved ([map](#)) are located near each end of the future East Link light rail station. One is the former Tully's Coffee site at 7810 SE 27th Street, south of the Mercer Island Park & Ride, which the City is planning to purchase and combine with adjacent property it already owns. This property is projected to support over 100 underground parking spaces with potential mixed-use development above.

The [settlement agreement](#) with Sound Transit called for a 51% match by the City for any expenditure of Sound Transit funds. The \$2.0 million purchase price is eligible for reimbursement by Sound Transit, and the adjacent existing City property will be Mercer Island's 51% contribution to the deal. This significantly reduces the financial impact to taxpayers for property acquisition. The City plans to leverage the value of the property to attract private investment to construct the parking.

The second property is a small parcel of land next to Freshy's Seafood Shack, at the southwest corner of SE 24th Street and 76th Avenue SE, which the City is selling for \$2.3 million to the adjacent landowner who will consolidate and redevelop both parcels. As part of the sale agreement, the property owner commits to provide an additional 65-70 underground commuter parking spaces for use by Mercer Island residents during peak commute hours. The commuter parking, which will come at minimal cost to the City, is valued at approximately \$6.0 million, and once constructed, will be controlled by the City between the hours of 5:30am and 7:30pm, Monday through Friday.

“Mercer Island is taking a forward-looking approach to addressing our transportation facilities and advancing solutions that meet the needs of our community. The Council is excited to deliver what our residents have been asking for – commuter parking,” said Mayor Debbie Bertlin. “We have the opportunity to leverage Sound Transit funds to create innovative partnerships that will advance Islander interests.”

Frequent feedback during the mitigation negotiations and the subsequent public outreach process highlighted the need for more commuter parking and improved accessibility to the coming light rail. By creating two new, separate parking facilities, the City Council intends to accomplish two important objectives. First, parking serving Island residents is intended to mitigate the full lot many people experience at the existing Mercer Island Park & Ride. Second, the commuter parking opportunity sites are dispersed across three locations to create greater mobility in Town Center.

“What you see today is a City Council who thought boldly about the future mobility needs of Islanders,” said Salim Nice, Deputy Mayor. “Our goal is to provide parking while enhancing our Town Center retail core and creating a new gateway for Mercer Island just steps away from the future East Link light rail service.”

“What I love about what we’re undertaking is that these redevelopment opportunities present an incredibly elegant solution,” said Councilmember Dave Wisenteiner. “We’re able to use Sound Transit dollars combined with a public-private partnership, combined with existing land the City already owns next to Tully’s, all in pursuit of fulfilling our commitment to residents without additional financial burden on citizens.”

The City Council will review the proposed purchase and sale agreements for the two property transactions at its May 15 meeting. The final purchase and sale agreements are scheduled for discussion and possible approval at the June 5 meeting. If approved, an extensive due diligence period will follow, and the closing will be scheduled to occur early next year.

Additional information

Webpage and FAQ www.mercergov.org/CommuterParking
Map of sites http://www.mercergov.org/files/Map_ProposedParkingSites_May2018.pdf
Contact Ross Freeman, Sustainability and Communications Mgr, City of Mercer Island
ross.freeman@mercergov.org or (206) 275-7662

#



Commuter Parking Proposal

FAQ Updated: 10 May 2018

When will these decisions be made and how can the community weigh in on these proposals?

The City Council will review purchase and sale agreements (PSA) for the two property transactions at its May 15, 2018 meeting, followed by a period of community input. The final purchase and sale agreements are scheduled for City Council action on June 5, 2018. If they are approved, then an extensive due diligence period will follow, and closing would occur by late 2018 or early 2019. The Council welcomes the community's input on these two proposed PSAs.

What happens during the due diligence period?

A Due Diligence period allows a buyer to fully investigate property prior to closing (or finalizing the acquisition) to ensure that it is suitable for the buyer's desired development or use. Due diligence periods allow a buyer to withdraw from a purchase and sale agreement if something is discovered about the property that does not meet expectations. In the case of the City purchasing the former Tully's site, the City will have six months to investigate and evaluate the property in detail before making a final decision to purchase the property and proceed to closing. This is similar to a home inspection when purchasing a new home.

When will the commuter parking spaces be ready?

Parking spaces on both properties are expected to be available by 2023, in time for the scheduled opening of the East Link light rail service on Mercer Island.

Why is the City creating parking at this time?

The lack of available parking at the MI Park & Ride is a growing problem for Island residents. The facility is generally full by 7:00am on weekdays and about half of all Park & Ride parking spaces are used by non-Islanders. Island residents have consistently asked for additional parking, and the demand is expected to grow when light rail opens and increased numbers of residents seek to use predictable train transit.

Will the parking be exclusively for use by Island residents?

The City is exploring a tiered pricing scheme, similar to what it uses for its Parks and Recreation programs, or a comparable mechanism, to ensure Island residents have preferential access to the new parking spaces.

How much will it cost residents to use the additional parking?

There will be ongoing maintenance costs for the new commuter parking facility, and the City will need to share the maintenance cost with users. The City plans to research and develop an operational plan and pricing models before the parking facility is operational. Likewise, a "reservation" model could provide guaranteed parking, which does not currently exist at the Mercer Island Park and Ride.

How much will constructing these new commuter parking garages cost Island taxpayers?

Due to the unique public-private partnerships proposed, both commuter parking sites will deliver parking facilities for Mercer Island for the least possible cost by leveraging the City's current and proposed land assets. For the Tully's site, the City's actual contribution, if any, for parking facilities is not yet known and will be further defined over the next six months as the City evaluates the property during its Due Diligence period. In the case of the Freshy's

site, the developer has agreed to provide between 65 to 70 public parking spaces to the City during commuting hours in exchange for the City's sale of Parcel 7. This arrangement leverages the value of the land, thereby alleviating the financial burden on taxpayers.

At the former Tully's Coffee site: The City plans to purchase the former Tully's property located at 7810 SE 27th Street from Parkway Management Group, for a purchase price of \$2 million, using a portion of the Sound Transit Settlement funds. The parcel could then be combined with adjacent property (Parcel 12) that the City already owns at Sunset Highway, and which could serve as a match for the ST funds in keeping with the ST Settlement Agreement. The City plans to construct over a 100 underground parking spaces. The City anticipates creating a public-private partnership with a developer to bring in the expertise and necessary funding to complete the project.

At the Freshy's site: The City is selling a small parcel (City Parcel 7) at the southwest corner of SE 24th Street and 76th Avenue SE in Town Center, for an estimated \$2.3 million to Twenty Four Eleven LLC (Twenty Four Eleven). WSDOT deeded the triangular parcel to the City in 2000 for limited, specific uses, and will be the ultimate recipient of sale proceeds under the terms of the deed. The triangular property is adjacent to land owned by the buyer, where Freshy's Seafood Shack operates today. Twenty Four Eleven plans to build a mixed use project on the combined properties, to include 65-70 underground parking stalls for transit commuters that will be dedicated to the City of Mercer Island's perpetual use between the hours of 5:30 am and 7:30 pm, Monday thru Friday.

Why does WSDOT get the money for the sale of Lot 7 if it's City land?

WSDOT deeded the triangular parcel to the City in 2000 for limited, specific uses, and WSDOT will be the ultimate recipient of sale proceeds under the terms of the deed. The City will receive compensation in the form of dedicated commuter parking provided by the developer: at today's construction costs of \$85,000 per underground parking stall, this is valued at approximately \$6M.

How can the City afford to buy property when it's facing budget deficits?

The Tully's property purchase will use a portion of the ST Settlement funds which are restricted to parking use only and cannot be used for other City budget needs.

Is parking the only use considered for the former Tully's site?

The Tully's site combined with a small parcel adjacent to the site (City Parcel 12) could be assembled to create a mix-used project. As a consideration, if the adjacent parcel is rezoned to match the Tully's zone – Town Center (TC) – the City could leverage private investment and reduce the financial burden on taxpayers. The Council will be considering this during the due diligence period.

Will residents have an opportunity to comment on the future project proposal?

Absolutely. The Council is pleased to help develop a project that meets demands for more commuter parking and that also "creates a vibrant, healthy Town Center serving the City's business, social, cultural and entertainment center" (Town Center Plan). Citizen input will be welcomed and critical to ensuring a successful project.

What are the public amenity requirements for these projects?

Under the City's Town Center Development and Design Standards, a new project at either location must provide a variety of public amenities.

What will happen to the Greta Hackett Sculpture Garden next to the Tully’s site?

The City Council and the community value the Greta Hackett Outdoor Sculpture Garden and the City will preserve and enhance it with better connectivity to the new transit station, thereby creating a welcoming entry to the Town Center. The details of how any proposed project relates to the sculpture garden will be developed in consultation with the Mercer Island Arts Council.

What happens to any trees that must be removed for construction?

Any trees that are removed, even on City-owned land, must be replaced according to the updated rules in the [City's tree code](#). In addition, a minimum of 25% of each site must be landscaped.

What will happen to the Freshy’s Seafood Shack?

Discussions are underway between the land developer and the owner of Freshy’s about a suitable space in the new proposed building.

How will these proposed projects interface with the new light rail station?

The City plans to design a welcoming pedestrian flow from Town Center to the light rail station. The community’s input on the design will be critical.

I’ve heard the Tully’s site is contaminated, how is the City going to handle this?

Environmental contamination at the Tully’s site, caused by a gas station that once operated there, will be cleaned up. The City and Parkway Mgmt Group are negotiating to seek reimbursement for the site cleanup from outside entities, including from the previous owners responsible for the contamination.

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Learn more at: www.mercergov.org/CommuterParking



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.

JUNE 5		DUE TO:	5/25 D/P	5/28 FN	5/28 CA	5/29 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
STUDY SESSION (6:00-7:00 pm)						
60	Solid Waste Contract RFP			Jason Kintner		Julie
CONSENT CALENDAR						
--	Summer Celebration Fireworks Display Permit			Steve Heitman		Ali
--	2018 Arterial and Residential Chip Seals Bid Award			Clint Morris		Ali
--	Adoption of 6-Year Transportation Improvement Program			Patrick Yamashita		Julie
REGULAR BUSINESS						
20	King County Metro Service Changes and Community Connections Program Performance Updates			Kirsten Taylor		Julie
45	City's Financial Challenges: Final Citizen Survey Results and Council Follow-Up Items			Julie Underwood		Chip
45	2017 Year-End Financial Status Report & Budget Adjustments			Chip Corder		Julie
30	Purchase and Sale Agreement between the City of Mercer Island and Twenty Four Eleven, LLC to Develop Long-Term Transit Commuter Parking in the Town Center, Including Declaring Part of Parcel 7 Surplus Property			Julie Underwood		Julie
30	Purchase and Sale Agreement between the City of Mercer Island and Parkway Management Group et al. to Develop Long-Term Transit Commuter Parking in the Town Center			Julie Underwood		Julie

JUNE 9 (SPECIAL MEETING)						
2018 MINI-PLANNING SESSION (Council Chambers) 8:30 am – 4:00 pm						

JUNE 19		DUE TO:	6/8 D/P	6/11 FN	6/11 CA	6/12 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
5	Parks and Recreation Month & Summer Celebration! Proclamation			Diane Mortenson		
10	KCLS Executive Director Lisa Rosenblum Introduction			Kirsten Taylor		
CONSENT CALENDAR						
PUBLIC HEARING						
90	City's Financial Challenges: Review City Manager's Recommendation (1 st Reading?)			Julie Underwood		Chip
REGULAR BUSINESS						
30	First/Last-Mile Solutions: Dockless Bike Share Pilot Proposal			Ross Freeman		

15	1st Quarter 2018 Financial Status Report & Budget Adjustments	Chip Corder	Julie
EXECUTIVE SESSION			

JUNE 26 (SPECIAL MEETING)		DUE TO:	6/15 D/P	6/18 FN	6/18 CA	6/19 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
SPECIAL BUSINESS (6:00 PM)						
45	Zoning Code Cleanup Code Amendments (1st Reading)				Andrew Leon	
90	2019-2024 Capital Improvement Program Preview				Chip Corder	Julie
90	City's Financial Challenges: Review City Manager's Recommendation (2 nd Reading?)				Julie Underwood	Chip

JULY 3						
CANCELED						

JULY 10 (SPECIAL MEETING)		DUE TO:	6/22 D/P	6/25 FN	6/25 CA	6/26 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
SPECIAL BUSINESS (6:00 PM)						
90	City's Financial Challenges: Review City Manager's Recommendation (3 rd Reading?)				Julie Underwood	Chip

JULY 17		DUE TO:	7/6 D/P	7/9 FN	7/9 CA	7/10 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
5	National Night Out Proclamation				Jennifer Franklin	
CONSENT CALENDAR						
--	Zoning Code Cleanup Code Amendments (2nd Reading & Adoption)				Andrew Leon	
PUBLIC HEARING						
REGULAR BUSINESS						
60	Code Compliance Ordinance (1st Reading)				Alison Van Gorp	
60	Procedural Zoning Code Amendments (1st Reading)				Nicole Gaudette	
EXECUTIVE SESSION						

AUGUST 7		DUE TO:	7/27 D/P	7/30 FN	7/30 CA	7/31 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
NATIONAL NIGHT OUT (5:00-7:00 pm)						
120	National Night Out Party (City Hall Police Carport)					
SPECIAL BUSINESS (7:00 pm)						
5	Women's Equality Day Proclamation					
CONSENT CALENDAR						
PUBLIC HEARING						
REGULAR BUSINESS						
30	Code Compliance Ordinance (2nd Reading)			Alison Van Gorp		
30	Procedural Zoning Code Amendments (2nd Reading)			Nicole Gaudette		
EXECUTIVE SESSION						

AUGUST 21						
CANCELED						

SEPTEMBER 4		DUE TO:	8/24 D/P	8/27 FN	8/27 CA	8/28 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
5	National Recovery Month Proclamation			Cindy Goodwin		
5	Emergency Preparedness Month Proclamation			Jennifer Franklin		
5	Day of Concern for the Hungry Proclamation			Cindy Goodwin		
CONSENT CALENDAR						
PUBLIC HEARING						
REGULAR BUSINESS						
30	2nd Quarter 2018 Financial Status Report & Budget Adjustments (include Thrift Store Revenue/Expenditure Update)			Chip Corder		
EXECUTIVE SESSION						

SEPTEMBER 18		DUE TO:	9/7 D/P	9/10 FN	9/10 CA	9/11 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
10	International Peace Day Proclamation			Diane Mortenson		
CONSENT CALENDAR						
PUBLIC HEARING						
REGULAR BUSINESS						
90	2018 Comprehensive Plan Amendments (1st Reading)			Evan Maxim		
20	Aubrey Davis Park Master Plan Update			Paul West		
EXECUTIVE SESSION						

OCTOBER 2		DUE TO:	9/21 D/P	9/24 FN	9/24 CA	9/25 Clerk
ITEM TYPE TIME TOPIC				STAFF		SIGNER
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
5	Domestic Violence Action Month Proclamation			Cindy Goodwin		
5	National Community Planning Month Proclamation			Scott Greenberg		
CONSENT CALENDAR						
PUBLIC HEARING						
60	2019-2020 Preliminary Budget: Budget Message Presentation & Distribution			Julie Underwood & Chip Corder		Julie
REGULAR BUSINESS						
45	2018 Comprehensive Plan Amendments (2nd Reading)			Evan Maxim		
30	Transportation Concurrency Ordinance (3rd reading)			Scott Greenberg		
EXECUTIVE SESSION						

OCTOBER 16		DUE TO:	10/5 D/P	10/8 FN	10/8 CA	10/9 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
CONSENT CALENDAR						
PUBLIC HEARING						
180	2019-2020 Preliminary Budget: Operating Budget Review			Chip Corder		Julie
REGULAR BUSINESS						
EXECUTIVE SESSION						

OCTOBER 23 (6:00PM – SPECIAL MEETING)		DUE TO:	10/12 D/P	10/15 FN	10/15 CA	10/16 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
SPECIAL BUSINESS						
180	2019-2020 Preliminary Budget: Operating Budget Review			Chip Corder		Julie

NOVEMBER 6		DUE TO:	10/26 D/P	10/29 FN	10/29 CA	10/30 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
5	Veteran’s Day Proclamation					
CONSENT CALENDAR						
PUBLIC HEARING						
180	2019-2020 Preliminary Budget: Capital Improvement Program Review			Chip Corder		Julie
REGULAR BUSINESS						
EXECUTIVE SESSION						

NOVEMBER 20		DUE TO:	11/9 D/P	11/12 FN	11/12 CA	11/13 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
CONSENT CALENDAR						
PUBLIC HEARING						
90	2019-2020 Preliminary Budget: Finalize Changes to Budget, Pass 2019 NORCOM Budget Resolution, Adopt 2019 Property Tax Ordinances, and Pass 2019 Utility Rate Resolutions			Chip Corder		Julie
REGULAR BUSINESS						
60	Private Community Facilities Code Amendment (1st Reading)			Evan Maxim		
EXECUTIVE SESSION						

DECEMBER 4		DUE TO:	11/23 D/P	11/26 FN	11/26 CA	11/27 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						
SPECIAL BUSINESS (7:00 pm)						
CONSENT CALENDAR						
PUBLIC HEARING						
REGULAR BUSINESS						
30	2019-2020 Final Budget Adoption			Chip Corder		Julie
15	3rd Quarter 2018 Financial Status Report & Budget Adjustments			Chip Corder		Julie
45	Private Community Facilities Code Amendment (2nd Reading)			Evan Maxim		
EXECUTIVE SESSION						

DECEMBER 18		DUE TO:	12/7 D/P	12/10 FN	12/10 CA	12/11 Clerk
ITEM TYPE TIME TOPIC			STAFF		SIGNER	
STUDY SESSION (6:00-7:00 pm)						

SPECIAL BUSINESS (7:00 pm)			
CONSENT CALENDAR			
PUBLIC HEARING			
REGULAR BUSINESS			
EXECUTIVE SESSION			

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
- Code of Ethics – K. Sand & A. Spietz
- Citizen of the Year Criteria – A. Spietz
- YTN Update – J. Underwood

COUNCILMEMBER ABSENCES:

- June 26: Weiker, Wisenteiner, Underwood
- July 10: Acker
- August 7: Wong
- October 16: Bassett

MISD BOARD JOINT MEETING DATES:

- TBD



Memorandum

Mercer Island City Council

TO: Councilmembers Tom Acker, Wendy Weiker, David Wisenteiner, and Benson Wong

FROM: Mayor Debbie Bertlin and Deputy Mayor Salim Nice

DATE: May 31, 2018

RE: 2018 Boards and Commissions Appointments

Attached are the recommended appointments to the City's Boards and Commissions for 2018, submitted to you for confirmation. These appointments fill the vacancies and terms expiring on May 31, 2018.

You will notice that we have not made recommendations for appointments to the Community Advisory Board (CAB). YFS staff are currently reviewing the mission and duties of the Community Advisory Board (CAB) and at their request, appointments to this board have been put on hold. The Council will discuss the CAB at the Mini-Planning Session on June 9 as part of a larger discussion on the City's advisory boards and commissions. All CAB applicants and current members (whose terms are expiring) have been informed about this hold on appointments to the CAB.

In the past week, we have received two resignations (one on Arts Council and one on Planning Commission). Because of this timing, we are leveraging the current recruitment process and have added those vacancies to these appointment recommendations.

We appreciate the input we have received regarding these appointments. We recommend this strong group of talented and diverse citizens to the whole Council for confirmation.

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

2018 Boards and Commissions Appointments

BOARD OR COMMISSION	POS #	CURRENT MEMBER	MAYOR & DEPUTY MAYOR RECOMMENDATION	NEW TERM
Arts Council	2	Vacant	Candace Chuck	2019
	3	Vacant	Gaylene Vaden	2019
	9	Vacant	Erik Gordon	2022
	10	Joy Liechty	Damian Schwiethale	2022
	11	Xixi Shakes	Xixi Shakes	2022
Design Commission	7	Colin Brandt	Colin Brandt	2022
Open Space Trust	2	Robin Christy	Carol Lynn Berseth	2022
	4	Rory Westberg	Rory Westberg	2022
Planning Commission	2	Vacant	Craig Reynolds	2019
	6	Jennifer Mechem	Jennifer Mechem	2022
	7	Ted Weinberg	Ted Weinberg	2022
Utility Board	6	Brian Thomas	Brian Thomas	2022
	7	Tom DeBoer	Tom DeBoer	2022