



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, January 25, 2016
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATIONS

- A. Recognition of Community Volunteers
[PowerPoint Presentation](#)
- B. Recognition of Outgoing Planning Commission Member Angela Kugler
[Certificate of Appreciation](#)

VI. CITIZEN COMMENTS

- A. This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VII. CONSENT AGENDA

- A. Adopt Minutes for the January 12, 2016 City Council Joint Special Meeting
[DRAFT 01 12 2016 Minutes](#)
- B. The Following Checks and Electronic Payments are Approved for Payment:
Total Check Numbers 33585 through 33649: \$1,032,084.20
Total Payroll Electronic Deposits Dated 12/24/2015: \$77,685.45
[Checks and Electronic Payments](#)
- C. The Following Checks and Electronic Payments are Approved for Payment:
Total Check Numbers 33650 through 33727: \$1,422,910.47

Total Payroll Electronic Deposits Dated 01/08/2016: \$73,657.87

[Checks and Electronic Payments](#)

- D. Receive and File the November 2015 Financial Report for the City of Kenmore, Washington
[Agenda Bill & Attachment](#)
- E. Adopt Resolution No. 16-271, Granting Final Plat Approval for the Red Hawk Plat
[Agenda Bill & Attachments](#)
- F. Authorize the City Manager to Execute Contract No. 15-C1483 with PACE Engineers, Inc. as Surface Water and Park On-Call Consultant
[Agenda Bill](#)
- G. Authorize the City Manager to Execute Contract No. 15-C1369 with King County to Accept CDBG Sidewalk Grant Funds in the Amount of \$254,960
[Agenda Bill](#)
- H. SR 522 West A Change Orders for Approval
[Agenda Bill & Attachment](#)
- I. Extend On-Call Contract No. 12-C1082 with Perteet, Inc.
[Agenda Bill & Attachment](#)
- J. Extend On-Call Contract No. 12-C1081 with Osborn Consulting, Inc.
[Agenda Bill & Attachment](#)

VIII. BUSINESS AGENDA

- A. Adopt Ordinance No. 15-0414, Establishing a Business & Occupation Tax on Heavy Manufacturing - Joanne Gregory, Finance and Administration Director
[Agenda Bill & Attachments](#)
- B. Town Green Art: Artist Confirmation, Contract Approval, and Appropriation of Funds - Rob Karlinsey, City Manager, and Brennan Jernigan, Management Intern
[Agenda Bill & Attachments](#)
- C. Neighborhood Transportation Plan Program Update - Kris Overleese, Public Works Director/City Engineer, and Brett Schock, Traffic Engineer
[Agenda Bill](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

Upcoming Meetings:

Mon., February 1, 2016 7:00 p.m. City Council Special Meeting

Tues., February 2, 2016 7:00 p.m. Planning Commission Regular Meeting

Mon., February 8, 2016 7:00 p.m. City Council Regular Meeting

Platinum Community Event Sponsor

& Presenting Sponsor of the 2015 Summer Concert Series



Volunteers Making an Impact in 2015 Kenmore



Kenmore Events Team



High School Interns



Park Stewards

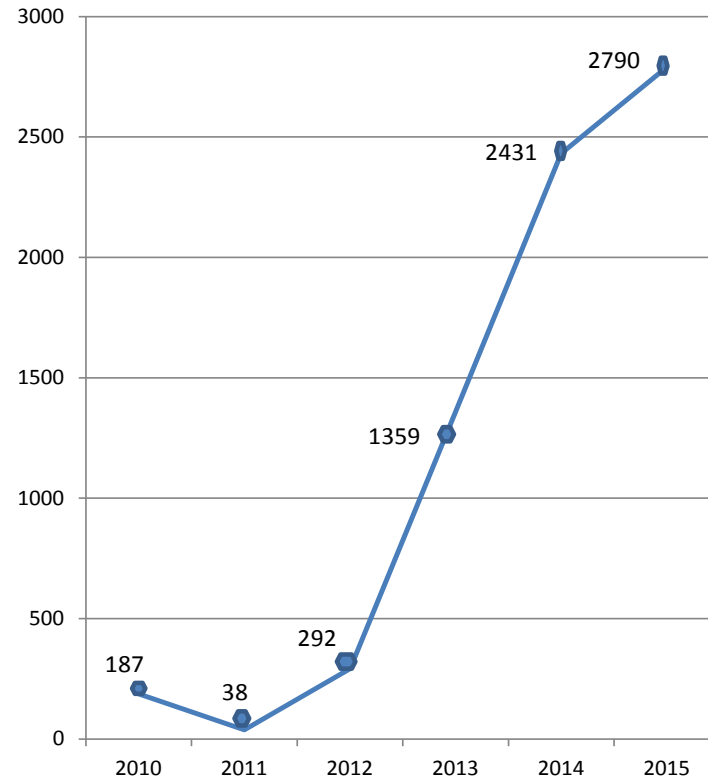
Volunteers

are making a difference in
Kenmore



Volunteer Program is Growing!

Number of Volunteer Hours Per Year



Thank you 2015 KET Members



***290 hours
of service***

***KET helped
produce:***

Fireworks Show

Summer Concerts

***Kenmore
Play Day***

***Christmas Tree
Lighting Festival***



Recognition of KET

**Lonnie Hunt, Lindsey Hunt, Justin Shelton, Nikki Delgado,
Nisha Pradhan, Teresa Schuler, Cindy Rutstein**



Park Stewards: Log Boom Restoration Project

Park Stewards Outcomes in 2015

- 156 Hours Worked
- 556 New Native Plants Planted

Funding & Training

- King Conservation District grant extended from July, 2015 to July, 2016
- Training for volunteers supplied by Washington Native Plant Society



Parks Stewards working on Log Boom Restoration: Carl Golden, Rick Hanson, Sarah Park, Nancy Bowen-Pope, Lisa Wood, Debra Srebnik, and Kier Fisher.



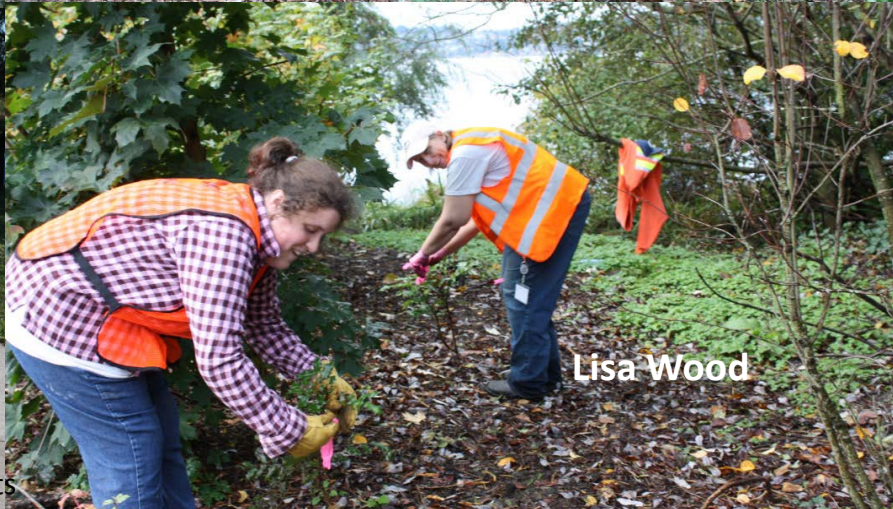
Kier Fisher



Debra Srebnik



Sarah Park, Rick Hanson, and Carl Golden with consultants

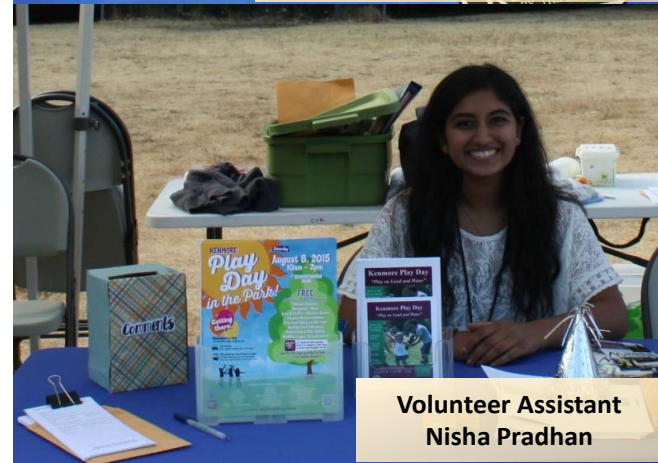


Lisa Wood

Internship Program for High School Seniors

2015 New Internships

- Internship provided students an opportunity to take leadership roles at the City's four major special events
- Interns worked 2 hours per week in planning, marketing, and coordinating with sponsors and volunteers
- Interns contributed 354 hours of volunteer service learning about local government and gaining new skills



Presentation of Internship Program by Nikki Delgado & Nisha Pradhan





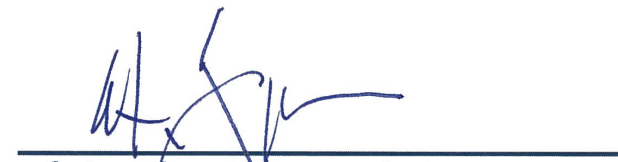
In Appreciation of
Planning Commission Member

Angela Kugler

For her service and dedication to the City of Kenmore
Planning Commission

January 14, 2013 through December 31, 2015


Mayor


Chair, Planning Commission

City of Kenmore, Washington
Joint City Council Special Meeting to Discuss Sound Transit 3
Minutes
January 12, 2016

CALL TO ORDER – The special joint meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:00 p.m.

City of Kenmore Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Stacey Denuski

City of Kenmore Staff present: Rob Karlinsey, City Manager; Kris Overleese, Engineering & Environmental Services Director; Brennan Jernigan, Management Intern; and Patty Safrin, City Clerk

City of Lake Forest Park Councilmembers and staff present: Pete Rose, City Administrator; Jeff Johnson, Mayor; Catherine Stanford, Deputy Mayor; Hilda Thompson, Councilmember; John Wright, Council Member; Phillipa Kassover, Councilmember; Mark Phillips, Councilmember Tom French, Councilmember; and E. John Resha, Councilmember

City of Shoreline Councilmembers and staff present: Debby Tarry, City Manager; Chris Roberts, Mayor; Keith Scully, Councilmember; Will Hall, Councilmember; Doris McConnell, Councilmember; and Jesse Salomon, Councilmember

City of Bothell Councilmembers and staff present: Bob Stowe, City Manager; Andy Rheaume, Mayor; James McNeal, Councilmember; Tris Samberg, Councilmember; and Tom Agnew, Councilmember

City of Woodinville Councilmembers and staff present: Dick Zais, City Manager, and Bernie Talmas, Mayor

BUSINESS AGENDA

Welcome and Introductions - Mayor Baker welcomed and introduced the joint meeting participants.

Sound Transit 3 and SR 522/145th Street Corridor Topic Introduction - Mayor Baker made some comments regarding the topic of the meeting.

Sound Transit Board Members' Perspectives - Sound Transit Board Members Fred Butler and Claudia Balducci were present to comment on behalf of Sound Transit.

Sound Transit 3 Overview and Process - Ric Ilgenfritz, Sound Transit Executive Director of Planning, Environment & Project Development, was present to give a PowerPoint presentation and make some comments.

SR 522/145th Street Corridor Overview and ST3 Candidate Projects N-09, N-10, P-8 Overview and Analysis – Staff of Fehr & Peers were present to give a slide presentation and to review the proposed projects. They were also available to answer any questions.

522 Transit Now! Coalition - Janet Quinn and Mark Abersold were present to make comments on behalf of the 522 Transit Now! Coalition.

Key Messages Discussion - City Manager Karlinsey stated that the hope is the cities can agree on some key messages to help prompt a discussion. Debby Tarry, Shoreline City Manager, reviewed some of the key messages for Projects N-09, N-10 and P-08, which were displayed as a slide and also distributed to participants.

Next Steps – City Manager Karlinsey stated that a joint letter from all the cities needs to be to Sound Transit by January 21st. He noted that each city will probably do individual letters as well.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 8:16 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

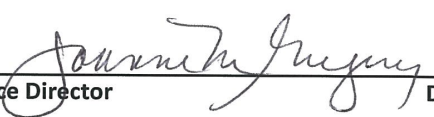
Voucher Certification and Approval

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 Kenmore and that I am authorized to authenticate and certify to said claim.

The following checks and electronic payments are approved for payment:

Total Check numbers: 33585 through 33649 \$ 1,032,084.20

Total Payroll electronic deposits: dated 12/24/15 \$ 77,685.45

 City Manager	1/4/16 Date
 Finance Director	1/4/16 Date

Check #	Vendor Name	Description	Check Amt
33585	CITY OF KENMORE	PERS Retro Reimbursement	26.87
33586	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	9,043.92
33587	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
33588	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,835.43
33589	DRS 457	Deferred Comp Payroll Deduction	1,860.00
33590	AFLAC	Private Medical/ Disability Plans	438.51
33591	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
33592	BANK OF AMERICA 941	Payroll Taxes	16,172.15
33593	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,828.84
33594	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,282.02
33595	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	513.24
33596	NATIONAL LIFE OF VERMONT	Life Insurance	123.17
33597	AMERICAN GENERAL LIFE GPO-400S	Life Insurance	432.17
33598	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
33599	HSA BANK	Employee Health Savings Acct. Contribution	150.00
33600	NORTHWESTERN COLLECTION SERVICE INC	Payroll Deduction	691.90
33601	LINCOLN NATIONAL LIFE INSURANCE	Life/Long Term Disability/AD&D	885.07
33602	AWC EMPLOYEE BENEFITS	Employee Health Insurance	42,991.16
33603	BANNER BANK LD	Tree Lighting, Social Media, & Supplies	805.72
33604	BANNER BANK KENMORE	Training, Bus Mtgs, & Supplies	741.00
33605	BANNER BANK KENMORE	Bus Mtgs, Supplies, & Comp Hardware	746.65
33606	BANNER BANK VAN NESS	NLC Conf. Hotel, Meals, & Registration	1,905.39
33607	BANNER BANK BAKER	Council Travel, Hotel, Meals & Computer	3,938.69
33608	GEOENGINEERS INC	Kenmore Village Prof. Svcs 6/6-12/4/15	200.00

33609	CALPORTLAND COMPANY	Sand for Sand Bags	441.38
33610	INSLEE, BEST, DOEZIE & RYDER, P.S.	November Legal Services	19,957.50
33611	KING COUNTY FINANCE	November Road Svcs/Signs/Signals/Overlay	79,540.25
33612	KING COUNTY FINANCE	2015 Voter Registration Costs	34,012.81
33613	KING COUNTY FINANCE	Adjustment to 2015 Voter Registration Fees	2,226.70
33614	KING COUNTY FINANCE	Nov. Adult/Juv Det. Booking/Work Release	8,774.37
33615	KING COUNTY OFFICE OF FINANCE	Nov. Public Def Indigency Screening	459.08
33616	KING COUNTY SHERIFF	Nov. & Dec. Police Services	519,653.45
33617	LIGHTHOUSE CONSULTING INC	November IT Services/2 Servers/Web Hosting	7,963.33
33618	NORTHSHORE FIRE DEPT	November Fire Marshal Plan Review	460.00
33619	OFFICE DEPOT	Office Supplies	228.75
33620	OFFICE TEAM	Temporary Reception Desk Svcs	162.32
33621	SEATTLE TIMES	Legal Ad SEP2015-0204 12/18/15	202.47
33622	WETLANDS & WOODLANDS INC	Plants for City Hall/ROW/NS Summit Park	3,071.04
33623	WA STATE DEPT OF TRANSPORTATION	10/13-11/20 SR522 West A Inspection Svcs	1,616.60
33624	KONICA MINOLTA BUSINESS SOLUTIONS	Nov. SR522 Project - KBA Copier Chgs	403.23
33625	HDR	9/27-11/28 13-C1214 SR522 West A Prof. Svc	198,758.37
33626	OUSLEY, NANCY	Mileage/Tolling Reimbursement	141.80
33627	VOID	Void	-
33628	A+ CONFERENCING	Hackathon Teleconference Call	31.08
33629	SHRED-IT USA LLC	12/9 Shredding Service	53.46
33630	ALCALDE & FAY	Dec. Government Affairs Consulting	5,000.00
33631	HORIZON DISTRIBUTORS INC	PVC Pipe for Banner Rack	147.83
33632	VOID	Void	-
33633	INTEGRA TELECOM	12/8-1/7 City Hall Phone Service	899.14
33634	PHSI PURE HEALTH SOLUTIONS INC.	City Hall Filtered Water	100.63
33635	HOPKINS, CRAIG	Dec. Police Volunteer Mileage Reimb.	78.20
33636	GREATER BOTHELL CHAMBER OF COMMERCE	Eastside Chambers Legislative Coalition Lunch	45.00
33637	JOYCE ZIKER PARKINSON	Nov. Kenmore Village Legal Advice	2,097.50
33638	OVERLEESE, KRISTEN	Engineering License Reimbursement	116.00
33639	WAGE WORKS	Nov. Flexible Spending Acct. Admin. Fee	50.00
33640	UTILITIES UNDERGROUND LOCATION CTR	November Utility Locates	121.26
33641	OSBORN CONSULTING INC.	Oct. 12-C1081 Simonds Ct/192nd Culvert	18,718.06
33642	SCORE	Aug. & Oct. Health Svcs @ SCORE Facility	3,510.27
33643	A-1 LANDSCAPING & CONSTRUCTION, INC	Nov. Trib. 0057 Channel Relocation Const.	6,156.09
33644	PHSI PURE WATER FINANCE	Incubator Filtered Water	100.62
33645	COMO LLC	74th Ave Short Plat Deposit Release	7,500.00
33646	VOID	Void	-
33647	SOUND PUBLISHING, INC.	November Advertising	2,509.50
33648	TOPIA TECHNOLOGY/ BIS	WevSvc Hosting/Update Template Formatting	520.00
33649	WRIGHT, MARCI	Training 12/11/15 Interaction Style	750.00
12/24/2015	PAYROLL	Direct Deposit	77,685.45
			<u><u>\$ 1,109,769.65</u></u>

2015	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2015
	314 PIE		24.00
	A & A LIMOUSINE & BUS SERVICE		1,710.00
	A+ CONFERENCING		549.29
	A-1 LANDSCAPING & CONSTRUCTION, INC.		7,177.73
	AA ASPHALTING, INC		16,583.78
	AA PARTY RENTALS		3,276.90
	AAA FLAG & BANNER MFG. CO., INC.		7,712.61
	AAA PRINTING		723.80
	AABCO BARRICADE COMPANY INC.		1,046.88
	ACTION ENTERTAINMENT		790.00
	ACTIVE SHOOTER TRAINING LLC		1,334.52
	ADMAN, STACI		150.00
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		4,823.61
	ALCALDE & FAY		55,998.11
	ALEXANDER, JEFF		250.00
	ALL CITY FENCE CO.		12,987.80
	ALL TRAFFIC DATA SERVICES, INC.		1,250.00
	ALLISON & PARTNERS		9,600.00
	ALPHA SUPPORTED LIVING SERVICES		250.00
	ALPHAGRAPHICS US718		1,713.76
	AM TEST, INC		825.00
	AMERICAN GENERAL		4,869.37
	AMERICAN PLANNING ASSOCIATION		2,111.00
	AMERICAN PUBLIC WORKS ASSOCIATION		960.00
	AMERICAN SOCIETY OF COMPOSERS		341.40
	ANCHOR QEA, LLC		11,168.34
	ANDERSON, RICK		300.00
	APBP		85.00
	APPLIED TECHNOLOGIES NW INC.		8,946.63
	ARC - PACIFIC NORTHWEST		675.46
	ARTS OF KENMORE		4,190.25
	ASSOCIATION OF WA CITIES		16,925.94
	ATHENAS		101.00
	AURORA RENTS		1,207.17
	AV CAPTURE ALL		2,757.43
	AWC EMPLOYEE BENEFITS		460,409.87
	BAKER, DAVID		3,661.18
	BANK OF AMERICA 941		384,059.54
	BANNER BANK BAKER		14,817.02
	BANNER BANK BH		3,668.16
	BANNER BANK CS		4,872.64
	BANNER BANK DB		1,397.50
	BANNER BANK JG		6,650.24
	BANNER BANK JGORDON		25,045.26
	BANNER BANK KENMORE		35,898.83
	BANNER BANK LD		10,442.68
	BANNER BANK NO		4,789.81
	BANNER BANK PS		313.82

BANNER BANK	VAN NESS	6,161.90
BASTYR UNIVERSITY		50,200.00
BEARCOM		374.49
BECKER, THEODORE J		1,675.00
BEN & JERRY'S		11.00
BENDZAK, ROBERT		2,048.59
BERK & ASSOCIATES		73,638.44
BILLY-JOE PARK LLC		3,500.00
BLACKBAUD		6,283.89
BOHMAN, BRIAN		300.00
BORROMEO, ALEXANDER		75.00
BOTTLEROCKIT		500.00
BRIEN, GAYLYNN		600.00
BROADCAST MUSIC, INC.		335.00
BUILDERS EXCHANGE OF WASHINGTON INC		183.85
BULGER SAFE & LOCK, INC.		48.83
C. ANDERSON & CO.		808.40
CALPORTLAND COMPANY		2,139.17
CAPITAL ONE COMMERCIAL/ COSTCO		1,522.40
CASCADE PEST CONTROL		1,565.85
CATHOUSE PIZZA		48.00
CEMEX		3,853.01
CENTER FOR HUMAN SERVICES		15,000.00
CENTER FOR PRIORITY BASED BUDGETING		12,500.00
CHAVEZ, FRANCISCO		1,500.00
CHICK'N FIX		48.00
CHINOOK BOOK		1,642.50
CITY OF BELLEVUE		138,226.46
CITY OF KENMORE		509.77
CITY OF KENMORE FS		8,021.04
CITY OF KENT		500.00
CITY OF LAKE FOREST PARK		809,365.70
CITY OF SHORELINE		8,013.16
CITYWORKS/ AZTECA SYSTEMS INC.		20,074.64
CLK CONSTRUCTION LLC		9,811.11
CLOWNS UNLIMITED, INC.		876.00
CLYDE/WEST		3,181.10
COAST & HARBOR ENGINEERING		45,087.55
COASTAL WEAR PRODUCTS INC		2,713.42
COASTWIDE LABORATORIES		8,851.30
COBRA BEC, INC.		526.15
CODE PUBLISHING COMPANY		8,052.69
COFFMAN, JON		224.00
COLUMBIA FORD		72,062.80
COLUMBIA RIDGE LANDFILL		10,576.63
COMCAST		3,915.08
CONSOLIDATED PRESS		9,279.12
CONTECH ENGINEERED SOLUTIONS, INC		17,936.10
CONTOUR FENCE CO. INC.		802.64
CONYERS, JODY		170.63
COUNTINGCARS.COM		1,295.82

CROWN PRODUCTS LLC	2,047.45
CULLEY, AMBERLY	204.33
CUNNINGHAM, ED	710.00
CURTIS, DR. MILTON	1,326.64
DAILY JOURNAL OF COMMERCE	5,487.50
DANSOUND INC	7,568.64
DAY WIRELESS SYSTEMS	1,402.11
DENUSKI, STACEY	756.72
DEPARTMENT OF ECOLOGY	20,592.50
DEPARTMENT OF LABOR AND INDUSTRIES	29,316.16
DEPARTMENT OF RETIREMENT SYSTEMS	378,097.86
DEVRIES, DENIS	416.97
DIGITAL REPROGRAPHICS SERVICES INC.	404.65
DLT SOLUTIONS	1,600.67
DRS 457	25,140.00
DURRANT, JEFF	803.27
EAGLE EYE CONSULTING ENGINEERS	125.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
EMPLOYMENT SECURITY DEPT	22,986.02
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN FIRE AND SAFETY, INC.	337.51
EVERGREEN PRINT SOLUTIONS	781.24
EVERGREEN SAFETY COUNCIL	299.00
EVER-MARK, LLC	1,571.33
FASTSIGNS	1,754.57
FAZZARI MARKETING	3,738.33
FEDDERSEN, RYAN	150.00
FEDEX OFFICE	142.39
FERGUSON ENTERPRISES INC #1539	9,391.56
FINANCIAL CONSULTANTS INT'L INC	108.90
FIRE PROTECTION, INC	9,329.27
FIRST AMERICAN TITLE	466.00
FISHER, ALENE	712.34
FLEMINGS HOLIDAY LIGHTING LLC	5,876.45
FORMS+SURFACES	2,841.53
FRONTIER	12,361.32
FRUHLING SAND & TOPSOIL	5,391.26
FUNRENT	1,367.97
G & H PRINTING	501.19
GA JORGENSEN CO. INC.	253.81
GALLATIN PUBLIC AFFAIRS	40,093.85
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GENERAL ELECTRIC CO	1,183.70
GEOENGINEERS INC	3,292.25
GIP'S DOWN-HOME BBQ	168.00
GOODSELL POWER EQUIPMENT #2 INC.	2,872.78
GORDON THOMAS HONEYWELL	40,899.31
GOREENG	66.00

GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRABER MANUFACTURING, INC.	2,525.00
GRAHAM, JIM	75.00
GRAINGER	2,291.10
GRAKLANOFF, ANNA	75.00
GREATER BOTHELL CHAMBER OF COMMERCE	4,252.09
GREGORY, JOANNE	1,835.87
GRINDLINE SKATEPARKS INC.	268,529.34
HAMPSON, BRYAN	53.55
HANSEN, COREY	37,675.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HARRIS COMPUTER SYSTEMS	7,390.06
HAVESON, CRAIG	7,500.00
HAWTHORNE LANE LLC	7,500.00
HDR	687,053.59
HELMETS R US INC	296.75
HERBIG, NIGEL	383.27
HERMANSON COMPANY, LLP	7,449.96
HESTON VISUAL ARTS	957.03
HEWITT	331,343.81
HOLLY, BRANDAN	100.00
HOME DEPOT CREDIT SERVICES	1,771.76
HONEY BUCKET	5,064.41
HOPELINK	22,750.00
HOPKINS, CRAIG	791.18
HORIZON DISTRIBUTORS INC	912.11
HORTON, JEANINE	280.32
HSA BANK	1,800.00
HYERAN, JENNA LEE	250.00
ICMA RETIREMENT TRUST 457 - 304745	69,834.99
iCOMPASS TECHNOLOGIES, INC.	9,879.20
IDEA DECANter	500.00
INDEPENDENT STATIONERS	4,026.32
INDUSTRIAL PHYSICAL CAPABILITY SVCS	170.00
INGALLINAS BOX LUNCH	150.56
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,700.00
INNOVAC	35,522.21
INSLEE, BEST, DOEZIE & RYDER, P.S.	189,446.72
INTEGRA TELECOM	9,410.44
INTERNATIONAL CODE COUNCIL, INC	56.39
INTERNATIONAL INST OF MUNI CLERKS	220.00
INTERNET DOMAIN NAME SERVICES INC.	180.00
iWORQ SYSTEMS	2,800.00
J&K ASSOCIATES	7,485.42
JACOBS ENGINEERING GROUP	276,833.01
JAYMARC - AV	897.90
JET CITY PRINTING	5,428.89
JOHN E. REID & ASSOCIATES	1,080.00
JOHNSON, BRUCE	150.00

JOHNSON, WES	530.00
JOYCE ZIKER PARKINSON	16,162.50
JSH PROPERTIES, INC.	5,041.67
KARLINSEY, ROB	502.75
KARN, DAVID	166.67
KEEP POSTED INC	276.00
KENMORE CAMERA	1,235.05
KENMORE COMMERCIAL LLC	40,382.00
KENMORE ELEMENTARY PTA	4,500.00
KENMORE JR HIGH SCHOOL	75.00
KIEWIT/GENERAL/MANSON	7,500.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	3,893.00
KING COUNTY DISTRICT COURT	142,660.00
KING COUNTY FINANCE	891,080.98
KING COUNTY FINANCE W.L.R.D.	70,462.65
KING COUNTY FINANCE/ GIS	2,007.19
KING COUNTY FLEET ADMIN	383.18
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	5,899.36
KING COUNTY PARKS	72.41
KING COUNTY RADIO COMM SERVICES	1,134.44
KING COUNTY REAL ESTATE SVCS	500.00
KING COUNTY RECORDER'S OFFICE	259.00
KING COUNTY SHERIFF	2,564,274.82
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	13,507.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	6,083.04
KPFF CONSULTING ENGINEERS	16,860.56
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	2,622.83
LACONNER CHANNEL LODGE	200.00
LAKE CITY PICTURE FRAMING	249.89
LANDSCAPE FORMS, INC.	2,602.82
LANGTON SPIETH, LLC	27,953.74
LANSING HOMES II LLC	55.05
LAW OFFICE OF JOHN RUNGERUDE, PS	3,900.00
LEE BRIANTE	1,000.00
LEGACY FORD	31,111.73
LIGHTHOUSE CONSULTING INC	55,911.88
LINCOLN NATIONAL LIFE INSURANCE	9,724.65
LOYUK, SAMANTHA	1,285.48
MACDONALD MILLER FACILITY SOLUTIONS	8,096.63
MAGEE, SCOTT	2,800.00
MAIL FINANCE	2,812.00
MANTLE INDUSTRIES INC	3,277.34
MARINE FLOATS CORPORATION	10,916.06
MARSHBANK CONSTRUCTION	5,503,919.79
MASTEC NETWORK SOLUTIONS	5,722.86
MCALLISTER, TERESA	65.78

MEEHAN, NANCY	355.26
MIGHTY BISON BOOKING	3,500.00
MILLER STEPHENS, MARY	12,500.00
MILLS, VIC	250.00
MINZGHOR, NICHOLAS	416.69
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MOBILE MINI, INC.	2,961.81
MODERN ENTERPRISES, LLC	1,750.00
MOORLANDS ELEMENTARY	100.00
MORGAN SOUND INC	4,274.34
MR. T'S TROPHIES	3,562.86
MRSC ROSTERS	360.00
MUMMA, RYAN	1,105.97
MUNSON, JOSHUA	12.73
NARANCIC, SHEILA	3,250.00
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	1,466.59
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	274,231.79
NATIONWIDE RETIREMENT SOLUTIONS 457	6,840.00
NEEMA'S COMFORT	55.92
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	6,842.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	1,226.00
NORTHSHORE SCHOOL DISTRICT	7,500.00
NORTHSHORE SENIOR CENTER	21,450.00
NORTHSHORE UTILITY DIST	98,727.22
NORTHSHORE YMCA	4,875.00
NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	15,229.93
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST TROPHY	189.44
NORTHWESTERN COLLECTION SERVICE INC	1,383.80
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	11,747.50
OFFICE MAX	6,119.24
OFFICE TEAM	10,173.87
OfficeMax Workplace Interiors	9,871.11
OLYMPIC ENVIRONMENTAL RESOURCES INC	37,599.97
OSBORN CONSULTING INC.	170,665.33
OUSLEY, NANCY	1,443.13
OVERLEESE, KRISTEN	162.31
PACIFIC TOPSOILS	7,342.44
PARADISE AMUSEMENTS	100.00
PARISI, NICK	44.00
PART WORKS INC	461.93
PARTNER CONSTRUCTION PRODUCTS	189.70
PASIFIKA ARTIST NETWORK LLC	2,250.00

PAT'S TREES AND LANDSCAPE INC.	19,485.94
PAWS	3,211.00
PENDLETON, MICHAEL	4,816.59
PEOPLES STORAGE	2,552.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	226,765.08
PETERSON, JANET	1,175.00
PETTY CASH CUSTODIAN	1,250.38
PHAM, CHOUNG	98.54
PHSI PURE WATER FINANCE	1,630.03
PIEDMONT DIRECTIONAL	2,896.68
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PREPARE NORTHWEST	500.00
PRINTWEST	492.75
PROTECTION TECHNOLOGIES, INC	577.45
PRO-VAC	21,563.84
PUBLIC AGENCY TRAINING COUNCIL	700.00
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	204,382.31
PUGET SOUND REGIONAL COUNCIL	15,270.00
PURE WATER TECHNOLOGY OF PUGET SOUND	448.52
QUALITY BUSINESS SYSTEMS	10,060.93
RANDALL, BRIAN	234.31
REDMOND, MICHAEL	61.25
REFINO HOMES OF WASHINGTON LLC	7,500.00
REPUBLIC SERVICES	9,773.46
REVEL CREATIVE GROUP	950.00
RICHMOND AMERICAN HOMES OF WA	60.00
RM HOMES LLC	412.01
ROAD CONSTRUCTION NW, INC.	87,043.22
RODGERS, DEUTSCH & TURNER PLLC	70,600.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	101.35
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	2,368.75
SARA CAHOONE	750.00
SARAH ROBERTS	115,588.44
SAUVE, GAYLEN	700.00
SAWYER, RICHARD	1,433.31
SCHAUFFLER, CYNTHIA	65.65
SCHINDLER ELEVATOR CORPORATION	2,676.05
SCHOCK, BRETT	227.04
SCORE	556,122.62
SEATTLE TIMES	17,050.97
SECRETARY OF STATE	107.60
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00

SETH, CLIFFORD	62.83
SETON IDENTIFICATION PRODUCTS	29.99
SEXTANT MARKETING GROUP	6,940.61
SHANE-KULMER, SEAN P.	465.00
SHELTON, CINDY	42.55
SHERWIN-WILLIAMS CO. #8099	154.79
SHRED-IT	636.77
SIGN UP, SIGN CO, INC	2,250.23
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SITTS & HILL ENGINEERS, INC.	4,633.00
SKYWARD CONSTRUCTION	130,792.69
SNOHOMISH COUNTY	10,150.00
SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOCRATA, INC.	9,198.00
SOLODVNIK, EUGENE & TATYANA	57.50
SOUND CITIES ASSOC	12,798.49
SOUND LAW CENTER	23,401.00
SOUND PUBLISHING, INC.	11,991.43
SOUTHWEST PLUMBING	34.51
SPERRY, LAURIE	91.95
SPORTWORKS NORTHWEST, INC.	597.17
SPOT HOT DOG & BRATS	97.00
SREBNIK, DEBRA	57.90
ST OF WA DEPT OF FISH & WILDLIFE	500.00
STARDOM SERVICES, INC.	5,560.00
STATE AUDITOR'S OFFICE	33,660.96
STATE OF FLORIDA DISBURSEMENT UNIT	6,600.00
STATE OF WA DEPT. OF LICENSING	30.00
STATEWIDE RENT-A-FENCE INC.	2,108.48
STEWART MACNICHOLS HARMELL, INC.	65,533.08
STEWART TITLE COMPANY	4,818.00
STOPTECH, LTD.	4,544.25
STUDIO 3 SIGNS	2,299.50
SUNGARD PUBLIC SECTOR INC.	59,625.00
SUSSMAN/PREJZA & CO, INC	6,355.00
TALPALATSKI, IGOR	166.67
TELESYSTEMS WEST	2,219.85
TERREBONNE LIMITED	337.34
THE DOWNTOWN MOUNTAIN BOYS	1,000.00
THE KIPLINGER LETTER	99.00
THOMAS, MICHAEL	327.18
TIKOR CONSULTING	52.79
TOPIA TECHNOLOGY/ BIS	4,090.00
TOTAL LANDSCAPE CORP	115,832.55
TOWN CENTER HARDWARE	2,283.56
TREE SOLUTIONS, INC.	855.00
TRINITY CONTRACTORS, INC.	63,088.52
TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	800.00
ULINE	1,544.27
UNITED RENTALS NW, INC	1,829.67

UNITED STATES POSTMASTER	5,127.84
UNITED WAY OF KING COUNTY	6,158.88
UPS STORE	2,316.28
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	8,673.58
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	1,874.37
V2WORKS	3,544.42
VAN NESS, ALLAN	2,354.51
VAUGHAN, KENT	116.00
VERIZON WIRELESS	13,273.48
VERTICAL VISUAL SOLUTIONS INC.	27,624.90
VICENTE, JOHN	303.85
W.S.S.O. Advanced Training	500.00
WA ASSOC OF BUILDING OFFICIALS	1,045.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	190.00
WA CITIES INSURANCE AUTHORITY	212,966.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	800.00
WA STATE CONSOLIDATED TECH SVCS	875.00
WA STATE DEPT OF CORRECTIONS	230.50
WA STATE DEPT OF ENTERPRISE SVCS	175.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	32,602.58
WA TRUST FOR HISTORIC PRESERVATION	100.00
WAGE WORKS	550.00
WALL, JOHN	596.78
WALTERS, GEORGE	206.00
WASHINGTON CITY/COUNTY MGMT ASSOC	365.00
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON STATE PATROL	3,029.69
WASHINGTON TREE SERVICE INC	3,066.00
WAYNE'S ROOFING INC.	75,922.70
WELLS FARGO FINANCIAL	12,751.93
WELWEST CONSTRUCTION INC.	4,868.03
WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
WETLANDS & WOODLANDS INC	1,452.35
WHITEMAN, TELA	50.60
WINTER, KENDL	750.00
WINTERBOURNE LANDSCAPE	574.88
WONDERLAND DEVELOPMENT	3,750.00
YOUNG, PAUL	166.67
ZONAR SYSTEMS	749.68
ZORNES, GARY	600.00
ZUMAR	4,331.02
	<u>18,088,658.73</u>

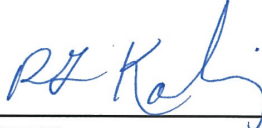
Voucher Certification and Approval

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 Kenmore and that I am authorized to authenticate and certify to said claim.

The following checks and electronic payments are approved for payment:

Total Check numbers: 33650 through 33727 \$ 1,422,910.47

Total Payroll electronic deposits: dated 01/08/2016 \$ 73,657.87

 1-16-16

City Manager Date

 1-15-16

Finance Director Date

Check #	Vendor Name	Description	Check Amt
33650	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,088.54
33651	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	445.00
33652	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,935.43
33653	DRS 457	Deferred Comp Payroll Deduction	1,860.00
33654	CITY OF KENMORE FS	Flexible Spending Medical Plans	196.38
33655	BANK OF AMERICA 941	Payroll Taxes	14,656.73
33656	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,498.59
33657	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
33658	HSA BANK	Employee Health Savings Acct. Contribution	80.76
33659	NORTHWESTERN COLLECTION SERVICE INC	Payroll Deduction	691.90
33660	UNITED STATES POSTMASTER	Kenmore Winter Newsletter Postage	1,616.02
33661	ESA ADOLFSON	Svcs. 11/30-12/11 St. Edwards Ballfield Project	1,260.00
33662	BULGER SAFE & LOCK, INC.	Extra Vehicle Keys	142.37
33663	CENTER FOR HUMAN SERVICES	Qtr 4 Human Svcs Clinical Prog/Family Support	5,000.00
33664	COASTWIDE LABORATORIES	Incubator & City Hall Janitorial Supplies	725.49
33665	REPUBLIC SERVICES	Dec. Rhod. Park & City Hall Garbage/Recycling	628.18
33666	HOPELINK	Qtr 4 Emergency Food/Housing/Financial Svcs	7,500.00
33667	KING COUNTY ANIMAL SVCS	Pet Licenses & Renewals	485.00
33668	KING COUNTY FINANCE	Road Svcs - W. Sammamish Bridge Monitoring	10,012.21
33669	KING COUNTY FINANCE	Nov Adult/Juv Detention Community Work Prog.	7,040.00
33670	LIGHTHOUSE CONSULTING INC	Dec. IT Consulting Svcs/Web Hosting/Protection	6,399.73
33671	PENDLETON, MICHAEL	Council Retreat Consulting Services	2,076.05
33672	MR. T'S TROPHIES	Sponsor Appreciation Plaque	57.98
33673	NEOPOST NORTHWEST	Postage Machine Supplies	347.03
33674	NORTHSHORE SCHOOL DISTRICT	Qtr 4 15-C1395 Human Svcs Program	2,500.00
33675	NORTHSHORE SENIOR CENTER	Qtr 4 Human Services Programs	7,150.00
33676	NORTHSHORE YMCA	Qtr 4 15-C1397 Human Services Program	1,625.00
33677	NORTHSHORE YOUTH & FAMILY SERVICES	Qtr 4 Human Services Program	4,000.00
33678	OFFICE DEPOT	Office Supplies	416.00

33679	PACIFIC TOPSOILS	Parks Materials & Green Waste Disposal	417.04
33680	PUGET SOUND ENERGY	11/12-12/14 Gas/Electric/Signals/Street Lights	2,967.30
33681	CEMEX	Asphalt - Road Repair Supplies	471.25
33682	SEATTLE TIMES	Legal Advertising	608.82
33683	TOTAL LANDSCAPE CORP	Dec. Squires Landing/NS Summit Landscaping	865.05
33684	WA STATE DEPT OF TRANSPORTATION	Nov. Signal Maint. 68th/175th & 68th/181st	2,528.10
33685	COLUMBIA RIDGE LANDFILL	December Street Sweeper Dump Fees	1,292.48
33686	WONDERLAND DEVELOPMENT	4th Qtr Early Intervention Human Svcs Program	1,250.00
33687	UPS STORE	December Copying Charges	41.97
33688	BERK & ASSOCIATES	Nov. & Dec. Parks & Transportation Consulting	26,566.10
33689	VAN NESS, ALLAN	December Mileage Reimbursement	48.30
33690	KING COUNTY PARKS	2015 3rd Qtr Historic Preservation Services	96.55
33691	SOUND LAW CENTER	Hearing Examiner/Gish Business License Appeal	983.50
33692	HDR	11/29-12/31 13-C1214 SR522 West A Prof. Svcs	93,979.57
33693	QUALITY BUSINESS SYSTEMS INC.	12/2/15-1/1/16 1st & 2nd Floor Xerox Copiers	783.47
33694	JACOBS ENGINEERING GROUP	Oct. - Dec. W. Samm. Bridge & Swamp Crk Svcs	121,601.18
33695	OfficeMax Workplace Interiors	Electric Stand Up Desks	1,709.95
33696	KENMORE ELEMENTARY PTA	Qtr 4 Human Services Social Svcs Crisis Support	1,500.00
33697	COASTAL WEAR PRODUCTS INC	Street Sweeper Brooms	265.87
33698	PASSPORT TRAVEL AND TOURS	2015 Airfare Bookings	2,572.50
33699	GORDON THOMAS HONEYWELL	Dec. Gov't Affairs Consulting	3,783.96
33700	TOWN CENTER HARDWARE	December Tools & Supplies Purchased	290.20
33701	SARAH ROBERTS	December Prosecution Charges	10,508.04
33702	PROTECTION TECHNOLOGIES, INC	City Hall Access Door Repairs	231.24
33703	LAW OFFICE OF JOHN RUNGERUDE, PS	Conflict Defender Legal Service	300.00
33704	PAWS	December Animal Sheltering Service	1,014.00
33705	INDEPENDENT STATIONERS	Office Supplies	186.26
33706	WELLS FARGO FINANCIAL	12/21/15-1/20/16 1st & 2nd Floor Copier Leases	1,041.25
33707	DEVRIES, DENIS	12/7-12/28 Police Volunteer Mileage	39.10
33708	PERTEET INC.	9/28-12/31 12-C1082 Engineering On-Call Svcs	106,762.73
33709	HWA GEOSCIENCES INC.	11/30-12/31 Town Green Services	11,873.67
33710	GOODSELL POWER EQUIPMENT #2 INC.	Parks Supplies - Oil for Equipment	32.72
33711	INNOVAC	Vactor Services	848.11
33712	UTILITIES UNDERGROUND LOCATION CTR	December Utility Locates	135.45
33713	OSBORN CONSULTING INC.	Nov/Dec 12-C1081 On-Call Engineering Consult.	15,165.51
33714	LANGUAGE LINE SERVICES, INC.	Interpreter Services	155.00
33715	CLK CONSTRUCTION LLC	Electrical Repairs @ City Hall	6,455.03
33716	SCORE	December Inmate Housing	30,725.10
33717	HANSEN, COREY	December Incubator Consulting Service	3,425.00
33718	STARDOM SERVICES, INC.	December Incubator Janitorial Service	510.00
33719	GALLATIN PUBLIC AFFAIRS	December Media Relations & Marketing Services	3,500.00
33720	MARSHBANK CONSTRUCTION	14-C1328 Dec. SR522 W. A Construction Fees	569,330.60
33721	SUNGARD PUBLIC SECTOR INC.	Trakit Conversion from CityView	5,000.00
33722	LANGTON SPIETH, LLC	Nov. & Dec. 15-C1445 Community Engagment	5,500.00
33723	KPFF CONSULTING ENGINEERS	15-C1414 10/31-12/31 62nd Ave Corridor Impr.	18,411.85
33724	COBRA BEC, INC.	City Hall Gutter Repair	526.15
33725	SITTS & HILL ENGINEERS, INC.	Nov. Squires Landing Park Engineering Services	1,548.50
33726	SKYWARD CONSTRUCTION	15-C1462 Dec. Town Green Construction Chgs	253,352.61
33727	THE SEATTLE TIMES NIE	SWM Public Education Outreach/8-Page Ad	2,000.00
1/8/2016	PAYROLL	Direct Deposit	73,657.87
			<u>1,496,568.34</u>

Subject/Topic:
November 2015 Financial Report

Initial & Date

Approved by Department Head: _____
Approved by City Attorney: _____
Approved by Finance Director: _____
Approved by City Manager: _____

Exhibits/Attachments:
November 2015 Financial Report for the City of
Kenmore, Washington.

Appropriation Required N/A

The November 2015 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2015-2016 adopted biennial budget. The budget was adopted on December 8, 2014. It also provides an opportunity to identify any potential variances or fluctuations from the budget. The mid-biennium budget review process has been completed and the November monthly report reflects the amended budgets approved by the City Council on November 23, 2015.

November is the 11th month (46%) of the 24 month 2015-2016 biennium. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity. Development revenues, real estate excise taxes, impact fees and sale tax from construction continue to trend better than budget and expenditures in the General Fund are in line with budget expectations.

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: January 14, 2016
RE: November 2015 Financial Reports for the City of Kenmore, Washington

November 2015 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Other Funds Monthly Activity
- Schedule of Investments
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Report for Transportation Benefit District

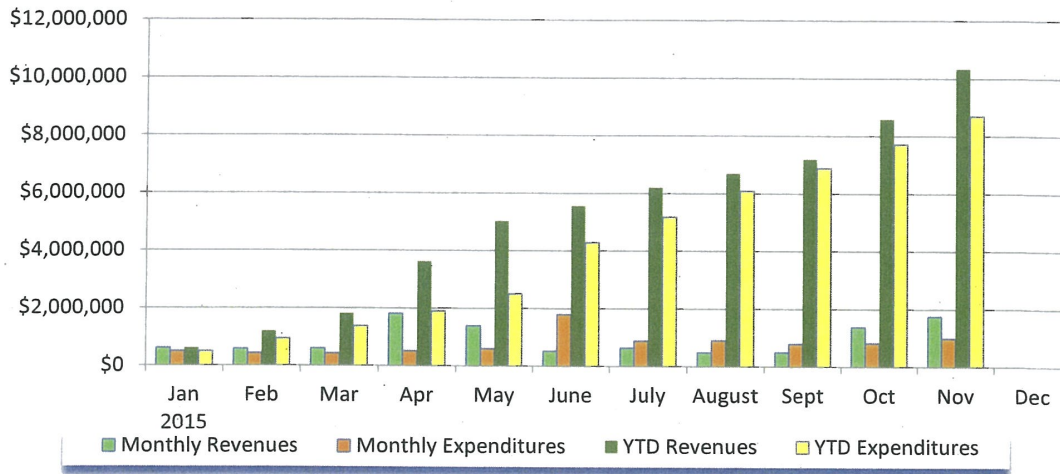
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, November is the eleventh month (46%) of the 2015-2016 biennial budget period. For the month of November, revenues exceeded expenditures in the General Fund by \$760,504. Biennium revenues exceed expenditures by \$1,630,625.

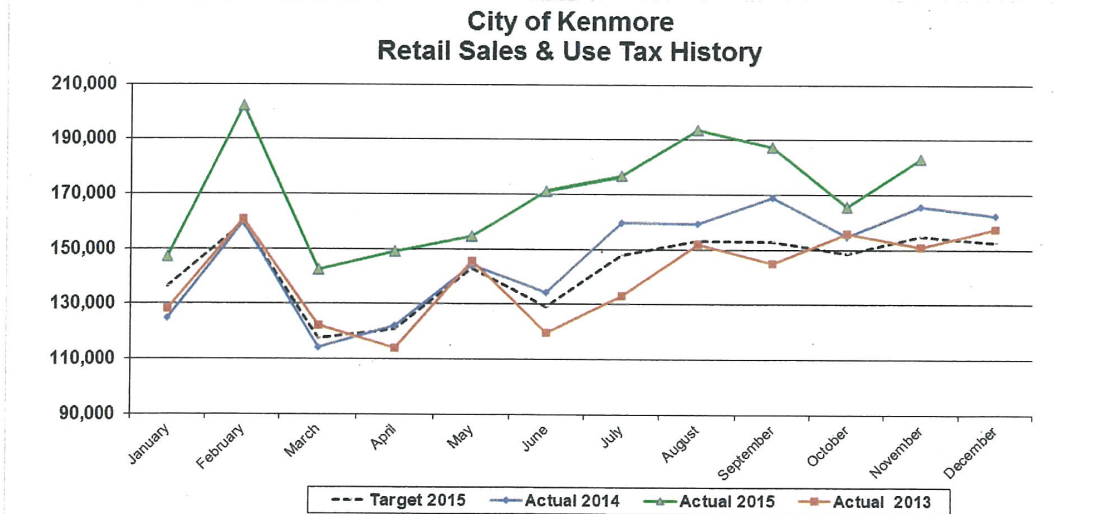
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through November 2015.

City of Kenmore, Washington
Monthly Financial Report
November 2015



Total **revenues** for the month were **\$1,750,495**. Biennium to date revenues are \$10,335,257, which is 49% of the amended budgeted revenues of \$21,048,270. Primary sources of revenue for the month included property taxes in the amount of \$1,240,440, development fees & permits in the amount of \$55,245, retail sales and use taxes in the amount of \$183,083, and utility taxes in the amount of \$85,890.

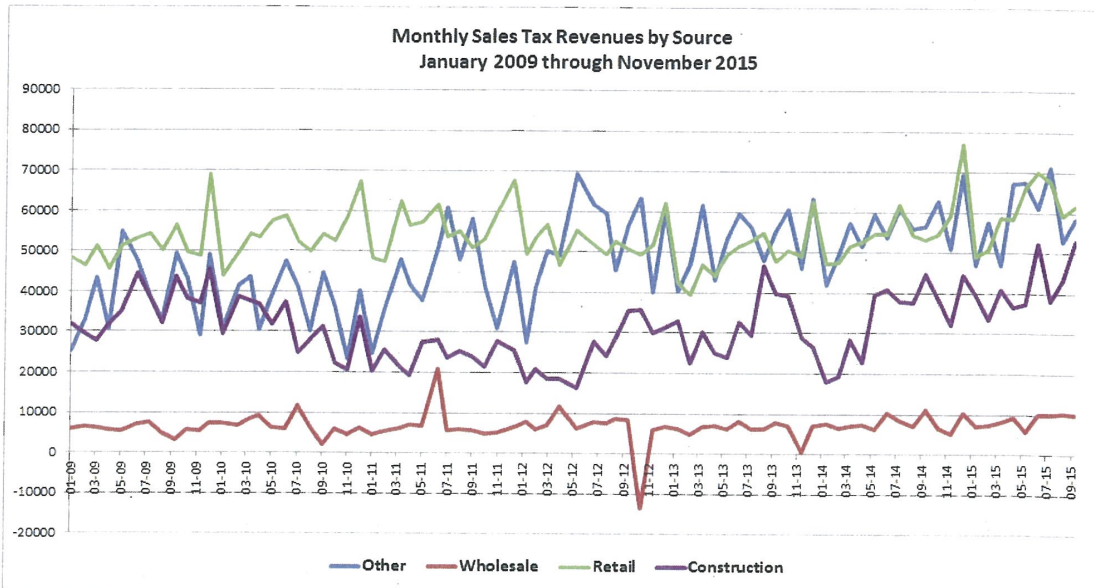
A summary of sales tax revenues received in November is attached. These receipts are based on September sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2015 line is a monthly average of actual receipts during 2012, 2013, and 2014. The green line (triangle) represents 2015 actual receipts, which are \$265,623 above 2014, and ahead of 2015 target by \$311,254.



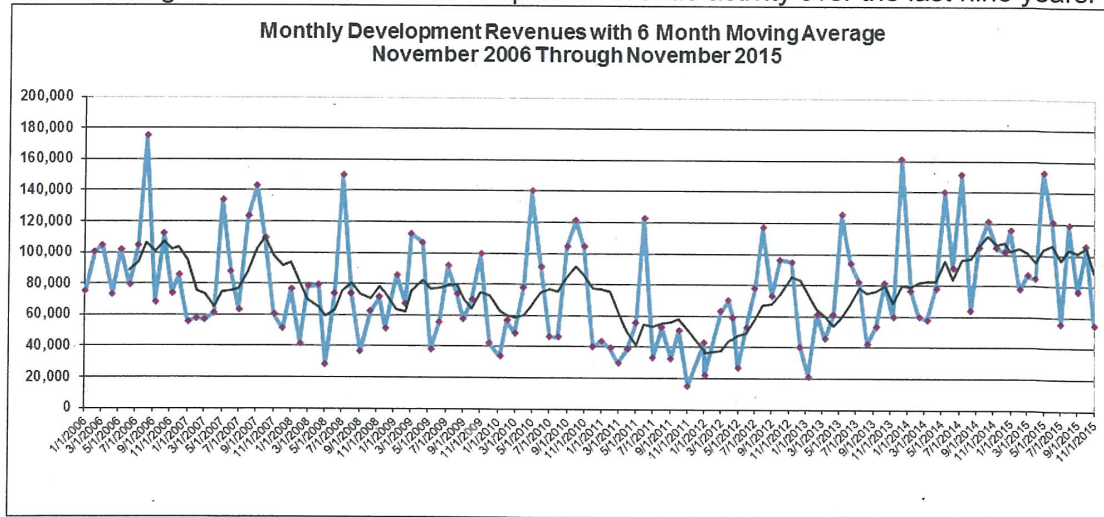
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through November 2015.

F:\Admin & Finance\Monthly Reports\2015\Nov.docx

City of Kenmore, Washington
Monthly Financial Report
November 2015



The following chart illustrates the development revenue activity over the last nine years.



November 2015 expenditures were **\$989,991**. Biennium to date expenditures are \$8,704,632, which is 38% of the amended biennial budget expenditures of \$22,772,720.

Total City cash (\$9,741,294) and long term investments (\$11,839,801), at the end of November, totaled \$21,581,095. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

City of Kenmore, Washington
Monthly Financial Report
November 2015

Total non-General Fund revenues were \$833,723 and total non-General Fund expenditures were \$1,303,681.

In the **Street Fund** revenue from gas tax distributions was \$37,498. \$80,245 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$744,081 for SR 522 West A construction. There was also \$30,528 in Sidewalk Program expenditures during the month. The fund also received \$33,684 in grant reimbursements related to SR 522 West A project, \$16,181 in reimbursements related to the Sammamish Bridge replacement project, and \$41,244 in reimbursements related to Sidewalk Projects.

The **Park Impact Fee** fund received \$5,074 in revenues during the month.

There was \$16,868 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$120,907 of real estate excise taxes (REET) in November from sales activity that occurred in October. 46 transactions were reported this month. Biennial to date revenue exceeds the 2015-16 target by \$530,688.

The **Transportation Benefit District** Fund received \$27,067 in vehicle license fees during October.

SUMMARY

This concludes the financial report for the City of Kenmore as of **November 30, 2015**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
November 30, 2015



	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	November 2015	2015-2016	BUDGET	2015-2016	November 2013	2013-2014	BUDGET	2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		4,221,475				5,525,153
Property Taxes	1,240,440	4,486,759	50.1%	8,948,766	462,852	4,260,870	49.9%	8,542,053
Sales and Use Taxes	233,087	2,375,143	50.5%	4,700,532	193,121	1,954,079	49.3%	3,960,331
Utility Taxes	85,890	1,086,432	39.3%	2,763,390	98,380	1,234,330	41.9%	2,942,395
Other Taxes	10,079	56,687	50.3%	112,720	4,812	49,619	80.9%	61,300
Development Fees & Permits	55,245	1,051,700	53.9%	1,951,432	59,507	727,491	49.7%	1,465,185
Franchise Fees	80,428	802,881	56.5%	1,422,160	5,848	303,218	30.6%	992,405
Intergovernmental and Grants	264	324,892	45.9%	707,370	0	303,762	47.5%	639,866
Investment Interest	36,408	96,368	190.1%	50,700	3,470	103,141	176.6%	58,400
Fines and Forfeitures	-724	-4,158	0.0%	0	-86	-1,112	n/a	0
Transfers and Other Revenues	9,379	58,553	15.0%	391,200	1,606	128,697	22.5%	572,536
Total Revenues	1,750,495	10,335,257	49.1%	21,048,270	829,510	9,064,094	47.1%	19,234,471
Total Revenues & Beginning Fund Balance		14,568,825		25,269,745				24,759,624

	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	November 2015	2015-2016	BUDGET	2015-2016	November 2013	2013-2014	BUDGET	2013-2014
EXPENDITURES								
Cost Center								
City Council	8,387	141,199	43.0%	328,435	9,919	95,729	44.0%	217,644
City Manager	99,853	1,303,236	41.1%	3,173,222	103,272	1,038,360	57.8%	1,796,600
City Clerk	7,992	129,458	46.6%	277,683	9,687	96,123	17.9%	536,261
Finance	35,529	680,441	50.7%	1,342,155	33,904	294,450	46.1%	639,213
Legal	19,015	148,621	33.8%	440,000	13,983	257,138	52.0%	494,285
Non-Departmental *	0	0	0.0%	0	48,846	729,118	47.6%	1,532,818
Interfund Transfers	0	0	0.0%	3,202,671	0	3,316,000	212.0%	1,564,000
Public Safety	578,787	3,509,684	43.5%	8,076,115	291,703	3,158,293	44.0%	7,179,563
Engineering & Environmental Services	97,657	914,702	59.9%	1,527,950	66,546	575,640	55.0%	1,045,741
Community Development	28,554	369,509	44.5%	830,030	50,701	443,327	62.2%	712,632
Developmental Services	64,790	787,891	48.6%	1,620,050	69,640	573,135	38.2%	1,501,147
Parks & Facility Maintenance	49,428	719,892	36.8%	1,954,409	49,793	581,330	34.3%	1,695,042
Total Expenditures	989,991	8,704,632	38.2%	22,772,720	747,995	11,158,644	59.0%	18,914,946
Ending Fund Balance		5,864,192		2,497,025			0.0%	5,844,678
Total Expenditures and Ending Fund Balance		14,568,825		25,269,745				24,759,624

*Non-Departmental expenditures have been moved to other General Fund Cost Centers

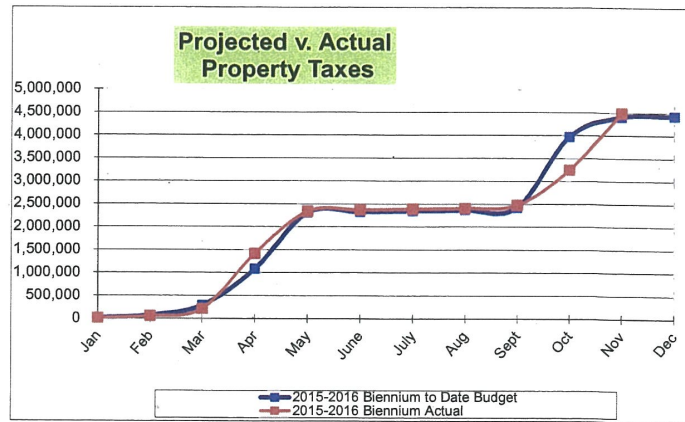
**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2015**

PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	17,139	12,908
Feb	74,507	57,705
Mar	290,770	216,020
Apr	1,086,108	1,418,413
May	2,309,669	2,336,148
June	2,326,027	2,370,268
July	2,352,486	2,390,712
Aug	2,370,314	2,407,804
Sept	2,431,283	2,480,714
Oct	3,974,382	3,246,319
Nov	4,406,741	4,486,759
Dec	4,427,247	

Year To Date
Actual v. Projected

102%

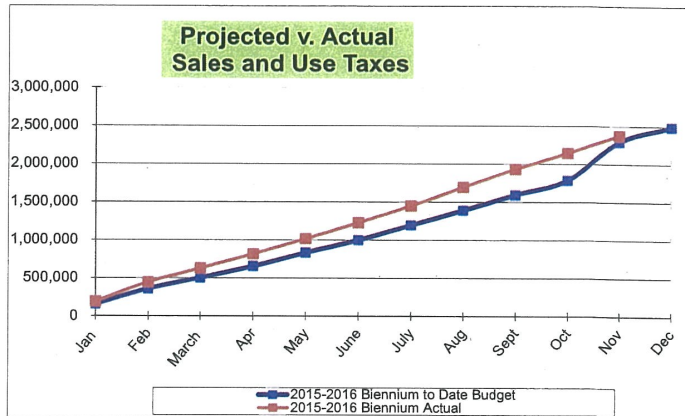


SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	157,906	188,575
Feb	359,267	444,278
March	504,776	626,312
Apr	656,687	814,216
May	834,808	1,014,214
June	1,002,181	1,226,864
July	1,195,463	1,446,891
Aug	1,392,737	1,692,760
Sept	1,597,816	1,929,399
Oct	1,789,295	2,142,056
Nov	2,293,635	2,375,143
Dec	2,491,685	

Year To Date
Actual v. Projected

104%

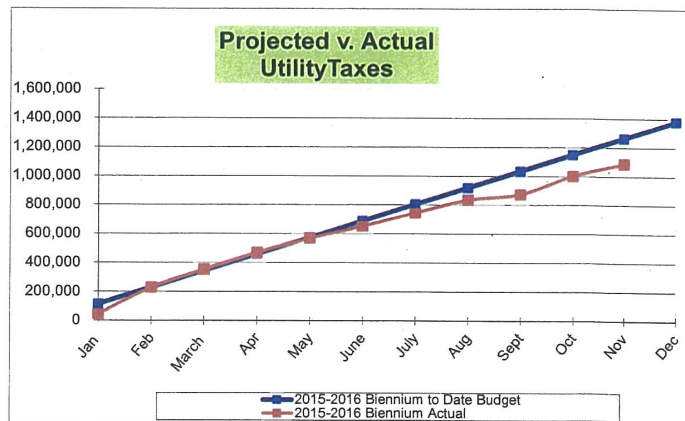


UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	115,141	43,746
Feb	230,283	228,713
March	345,424	351,937
Apr	460,565	469,798
May	575,706	569,488
June	690,848	653,353
July	805,989	744,277
Aug	921,130	833,228
Sept	1,036,271	873,423
Oct	1,151,413	1,000,542
Nov	1,266,554	1,086,432
Dec	1,381,695	

Year To Date
Actual v. Projected

86%



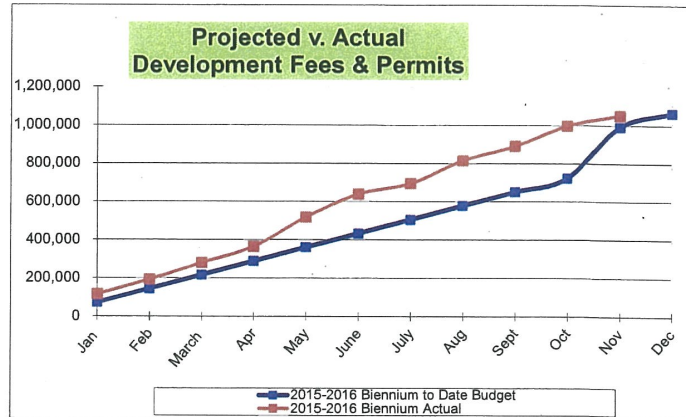
**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2015**

DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	72,467	115,397
Feb	144,934	193,365
March	217,402	280,112
Apr	289,869	365,040
May	362,336	518,133
June	434,803	639,220
July	507,270	694,641
Aug	579,737	814,203
Sept	652,205	890,511
Oct	724,672	996,456
Nov	992,139	1,051,700
Dec	1,064,606	

Year To Date
Actual v. Projected

106%

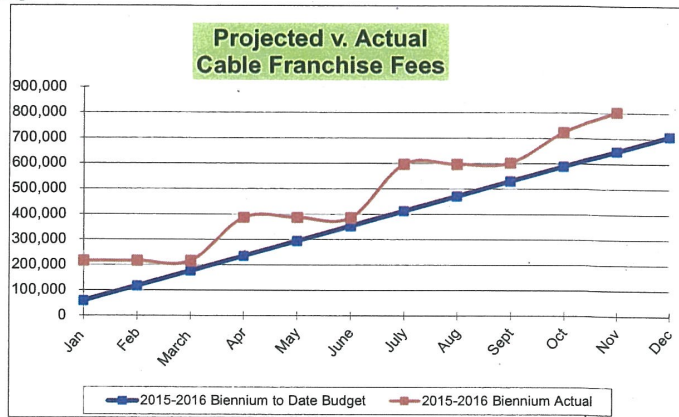


CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	59,000	215,597
Feb	118,000	215,597
March	177,000	215,597
Apr	236,000	386,005
May	295,000	386,005
June	354,000	386,005
July	413,000	595,889
Aug	472,000	595,889
Sept	531,000	602,189
Oct	590,000	722,453
Nov	649,000	802,881
Dec	708,000	

Year To Date
Actual v. Projected

124%

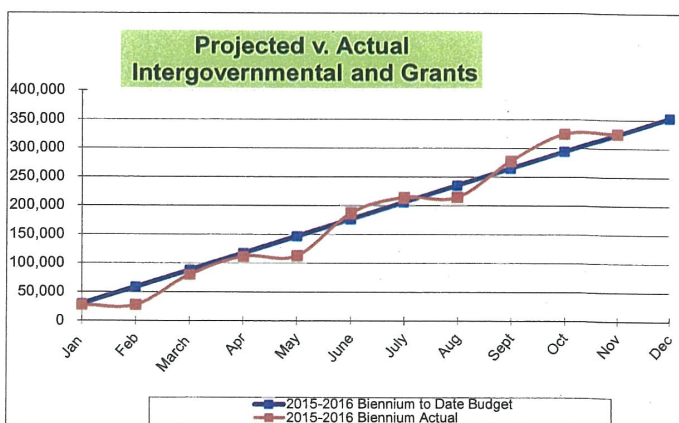


INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	29,474	27,218
Feb	58,948	27,436
March	88,421	80,262
Apr	117,895	111,592
May	147,369	112,807
June	176,843	187,122
July	206,316	214,100
Aug	235,790	214,470
Sept	265,264	277,673
Oct	294,738	324,628
Nov	324,211	324,892
Dec	353,685	

Year To Date
Actual v. Projected

100%



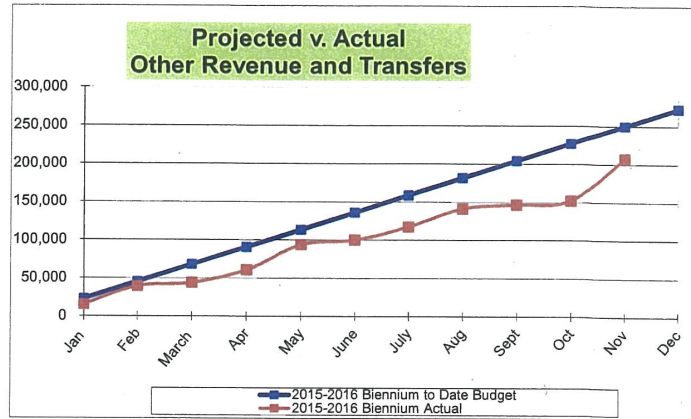
**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2015**

OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	22,734	15,307
Feb	45,468	39,274
March	68,203	43,782
Apr	90,937	60,796
May	113,671	93,749
June	136,405	100,060
July	159,139	117,459
Aug	181,873	141,229
Sept	204,608	146,581
Oct	227,342	152,309
Nov	250,076	207,450
Dec	272,810	

Year To Date
Actual v. Projected

83%

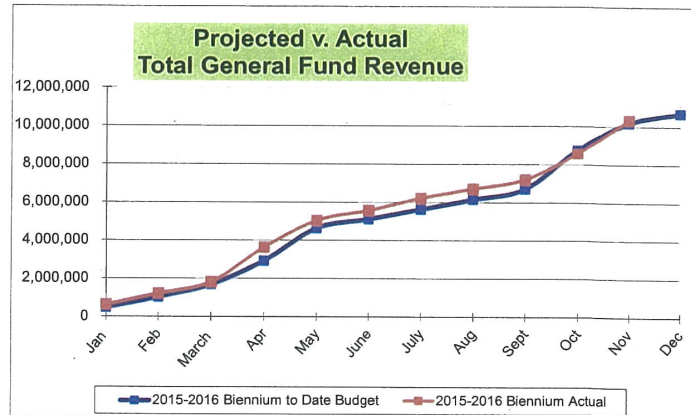


TOTAL GENERAL FUND REVENUE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	473,861	618,747
Feb	1,031,406	1,206,368
March	1,691,995	1,814,022
Apr	2,938,060	3,625,860
May	4,638,558	5,030,544
June	5,121,106	5,562,892
July	5,639,663	6,203,968
Aug	6,153,582	6,699,583
Sept	6,718,446	7,200,491
Oct	8,751,840	8,584,762
Nov	10,182,356	10,335,257
Dec	10,699,728	

Year To Date
Actual v. Projected

102%

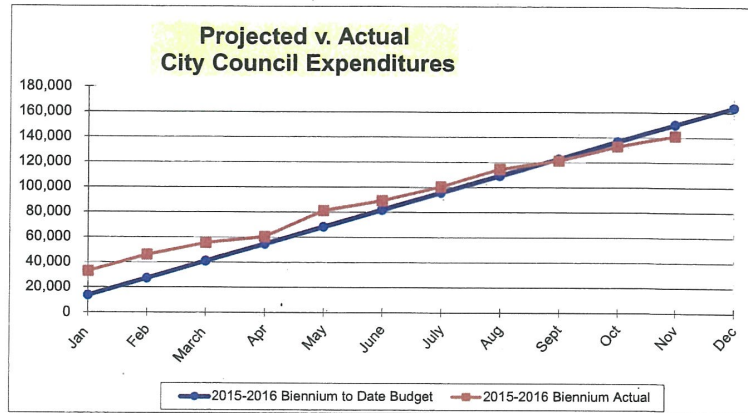


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2015**

CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,666	32,767
Feb	27,332	45,956
March	40,997	55,353
Apr	54,663	60,496
May	68,329	81,215
June	81,995	89,141
July	95,660	100,541
Aug	109,326	114,586
Sept	122,992	121,443
Oct	136,658	132,812
Nov	150,323	141,199
Dec	163,989	

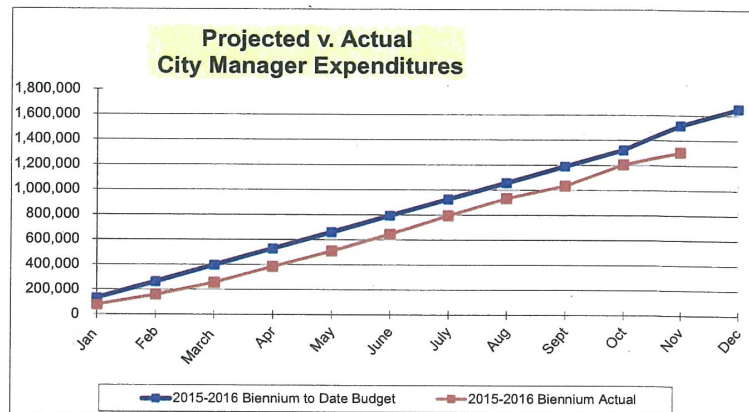
Year To Date
Actual v. Projected 94%



CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	132,317	76,658
Feb	264,635	155,562
March	396,952	255,138
Apr	529,269	381,774
May	661,587	507,284
June	793,904	643,231
July	926,221	791,641
Aug	1,058,539	929,913
Sept	1,190,856	1,032,215
Oct	1,323,173	1,203,383
Nov	1,520,491	1,303,236
Dec	1,652,808	

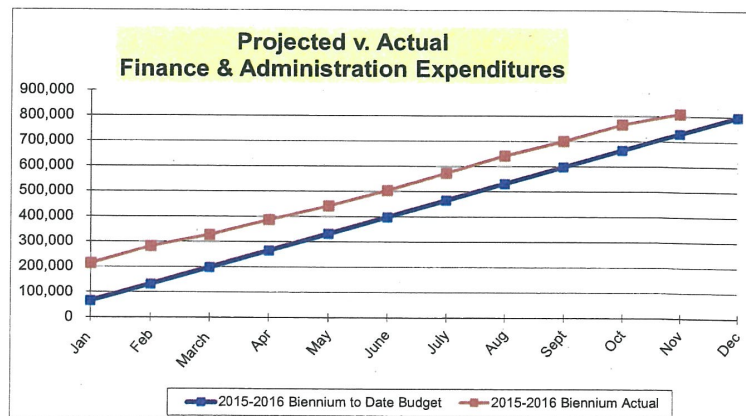
Year To Date
Actual v. Projected 86%



FINANCE & ADMINISTRATION

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	66,530	213,423
Feb	133,061	280,981
March	199,591	326,975
Apr	266,121	385,652
May	332,651	441,461
June	399,182	503,496
July	465,712	572,282
Aug	532,242	642,021
Sept	598,772	699,954
Oct	665,303	766,378
Nov	731,833	809,898
Dec	798,363	

Year To Date
Actual v. Projected 111%

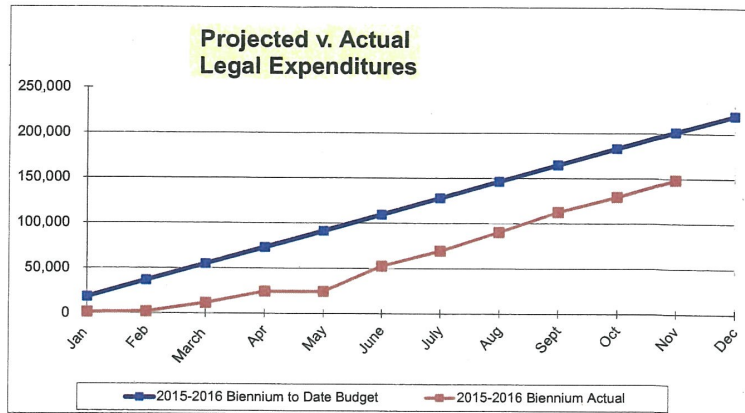


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2015**

LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	18,333	1,163
Feb	36,667	1,695
March	55,000	11,466
Apr	73,333	24,461
May	91,667	24,461
June	110,000	52,727
July	128,333	69,593
Aug	146,667	90,404
Sept	165,000	112,760
Oct	183,333	129,607
Nov	201,667	148,621
Dec	220,000	

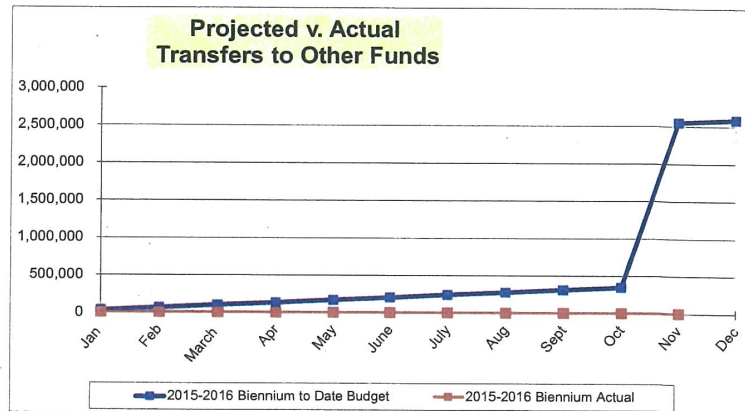
Year To Date
Actual v. Projected 74%



TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	35,000	0
Feb	70,000	0
March	105,000	0
Apr	140,000	0
May	175,000	0
June	210,000	0
July	245,000	0
Aug	280,000	0
Sept	315,000	0
Oct	350,000	0
Nov	2,553,786	0
Dec	2,588,786	

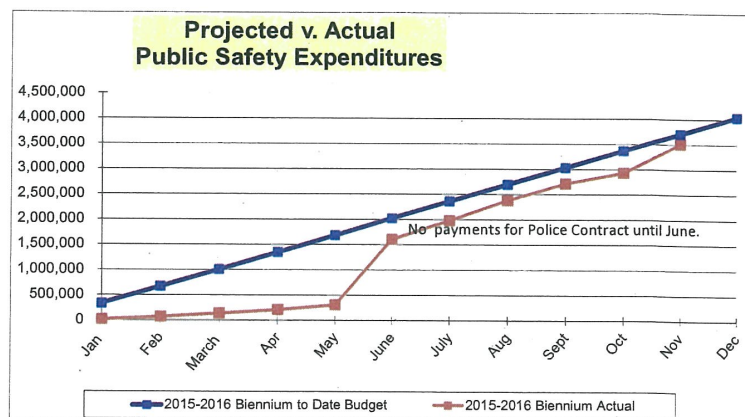
Year To Date
Actual v. Projected 0%



PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	337,598	14,009
Feb	675,196	66,499
March	1,012,794	136,946
Apr	1,350,392	207,056
May	1,687,990	304,186
June	2,025,589	1,602,637
July	2,363,187	1,979,333
Aug	2,700,785	2,381,269
Sept	3,038,383	2,715,990
Oct	3,375,981	2,930,897
Nov	3,713,579	3,509,684
Dec	4,051,177	

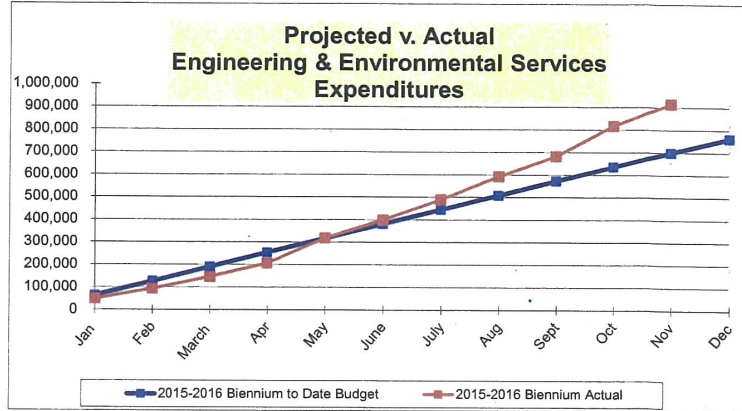
Year To Date
Actual v. Projected 95%



City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2015
ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	63,594	47,876
Feb	127,188	93,035
March	190,782	146,499
Apr	254,376	206,113
May	317,970	318,451
June	381,565	399,375
July	445,159	489,945
Aug	508,753	592,453
Sept	572,347	681,511
Oct	635,941	817,045
Nov	699,535	914,702
Dec	763,129	

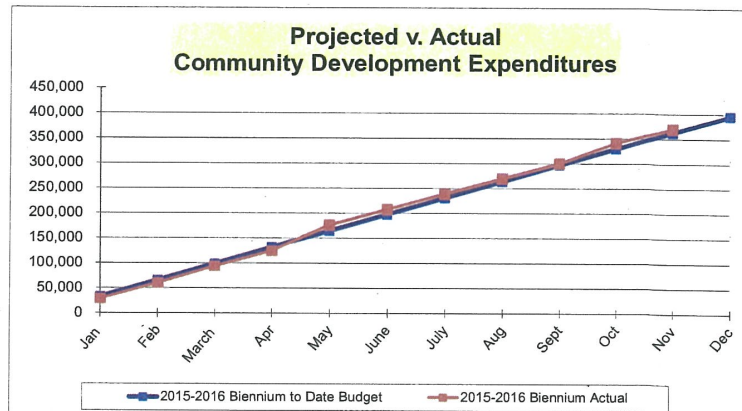
Year To Date
 Actual v. Projected 131%



COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	32,986	28,737
Feb	65,972	60,625
March	98,959	94,305
Apr	131,945	125,079
May	164,931	176,071
June	197,917	207,619
July	230,903	238,923
Aug	263,889	269,466
Sept	296,876	299,945
Oct	329,862	340,955
Nov	362,848	369,509
Dec	395,834	

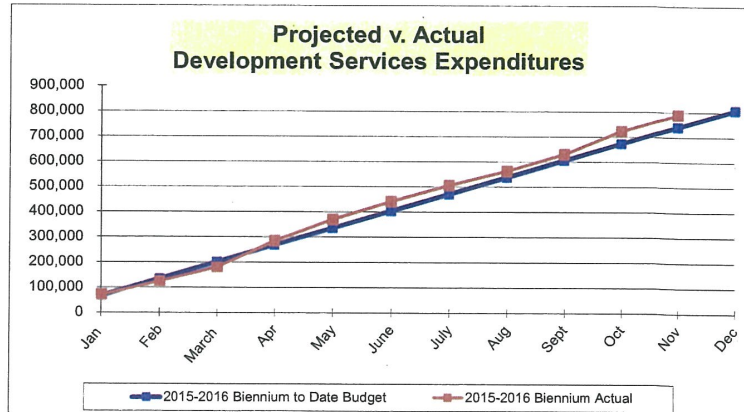
Year To Date
 Actual v. Projected 102%



DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	67,375	70,605
Feb	134,749	125,016
March	202,124	180,184
Apr	269,499	285,010
May	336,873	369,779
June	404,248	441,217
July	471,623	506,447
Aug	538,997	563,323
Sept	606,372	630,059
Oct	673,747	723,101
Nov	741,121	787,891
Dec	808,496	

Year To Date
 Actual v. Projected 106%

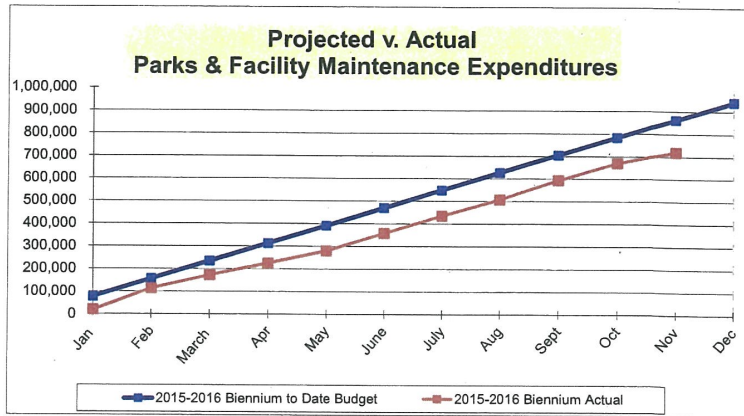


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2015**

PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	78,452	18,648
Feb	156,905	113,289
March	235,357	172,433
Apr	313,809	225,225
May	392,261	280,628
June	470,714	358,840
July	549,166	435,270
Aug	627,618	508,093
Sept	706,070	594,233
Oct	784,523	670,464
Nov	862,975	719,892
Dec	941,427	

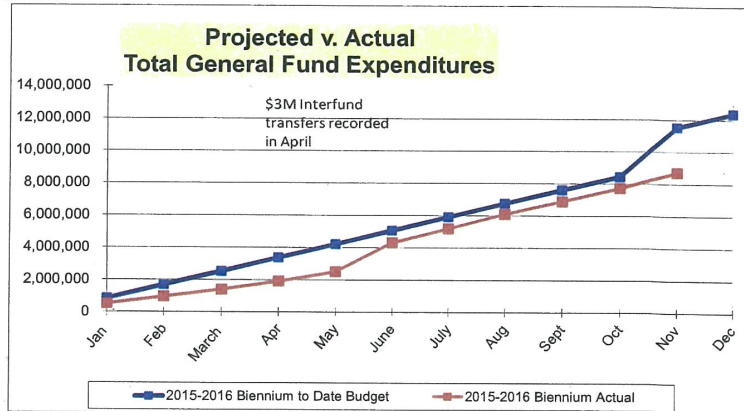
Year To Date
Actual v. Projected 85%



TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	845,852	503,885
Feb	1,691,704	942,657
March	2,537,556	1,379,298
Apr	3,383,408	1,900,866
May	4,229,260	2,503,536
June	5,075,112	4,298,282
July	5,920,963	5,183,974
Aug	6,766,815	6,091,527
Sept	7,612,667	6,888,111
Oct	8,458,519	7,714,642
Nov	11,538,157	8,704,632
Dec	12,384,009	

Year To Date
Actual v. Projected 75%



**City of Kenmore, Washington
Street Fund Summary Report
November 30, 2015**



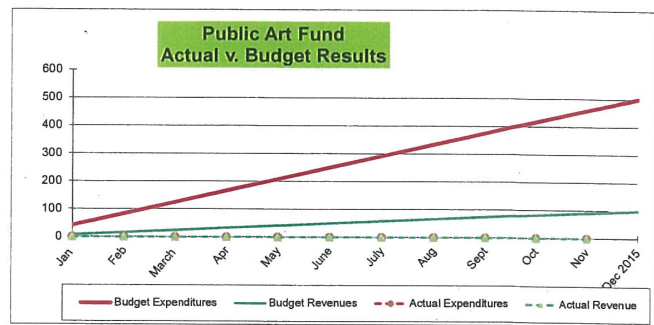
	<u>Month</u> <u>November 2015</u>	<u>BIENNIUM TO DATE</u> <u>2015-2016</u>	<u>% of</u> <u>BUDGET</u>	<u>BUDGET</u> <u>2015-2016</u>
REVENUES				
Beginning Fund Balance		901,073		
Fuel Tax	37,498	405,017	46.5%	871,531
Miscellaneous	300	1,260	-	0
ROW Permit Fees/Inspections	22,170	111,530	62.0%	180,000
Transfer from General Fund	0	0	0.0%	833,000
Transfer from TBD	0	0	0.0%	475,000
Total Revenues	59,968	517,807	21.9%	2,359,531
Total Revenues & Beginning Fund Balance		1,418,880		2,359,531

	<u>Month</u> <u>November 2015</u>	<u>BIENNIUM TO DATE</u> <u>2015-2016</u>	<u>% of</u> <u>BUDGET</u>	<u>BUDGET</u> <u>2015-2016</u>
EXPENDITURES				
Salary and Benefits	23,142	189,907	32.9%	577,783
Maintenance & Operations	80,245	610,258	34.7%	1,760,494
Capital	3,971	31,441	95.3%	33,000
Transfer to Transportation Capital	0	0	0.0%	400,000
Total Expenditures	107,359	831,606	30.0%	2,771,277
Ending Fund Balance		587,273		-411,746
Total Expenditures and Ending Fund Balance		1,418,880		2,359,531

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2015**

PUBLIC ART FUND

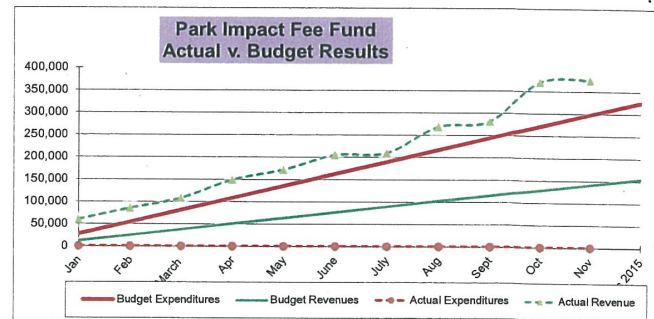
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	42	0	8	0
Feb	83	0	17	0
March	125	0	25	0
Apr	167	0	33	0
May	208	0	42	0
June	250	0	50	0
July	292	0	58	0
Aug	333	0	67	0
Sept	375	0	75	0
Oct	417	0	83	0
Nov	458	0	92	0
Dec 2015	500	0	100	0
2015-16	1,000		200	
Total Actual to Date vs Total Budget		0%		0%



This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

PARK IMPACT FEE FUND

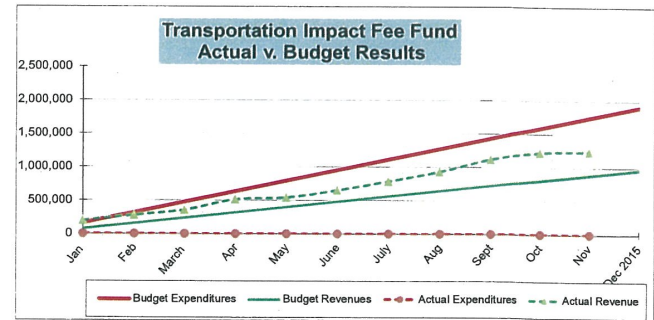
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	27,083	0	12,907	60,986
Feb	54,167	0	25,813	86,356
March	81,250	0	38,720	109,189
Apr	108,333	0	51,626	149,781
May	135,417	0	64,533	172,614
June	162,500	0	77,439	205,595
July	189,583	0	90,346	210,669
Aug	216,667	0	103,252	269,313
Sept	243,750	0	116,159	281,998
Oct	270,833	0	129,065	370,989
Nov	297,917	0	141,972	376,063
Dec 2015	325,000		154,878	
2015-16	703,416		234,063	
Total Actual to Date vs Total Budget		0%		161%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

TRANSPORTATION IMPACT FEE FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	158,732	0	81,271	201,539
Feb	317,463	0	162,543	285,879
March	476,195	0	243,814	361,785
Apr	634,927	0	325,086	520,381
May	793,658	0	406,357	548,161
June	952,390	0	487,629	657,803
July	1,111,122	0	568,900	792,060
Aug	1,269,853	0	650,171	935,777
Sept	1,428,585	0	731,443	1,124,259
Oct	1,587,317	0	812,714	1,229,246
Nov	1,746,048	0	893,986	1,246,114
Dec 2015	1,904,780		975,257	
2015-16	2,760,000		1,397,257	
Total Actual to Date vs Total Budget		0%		89%

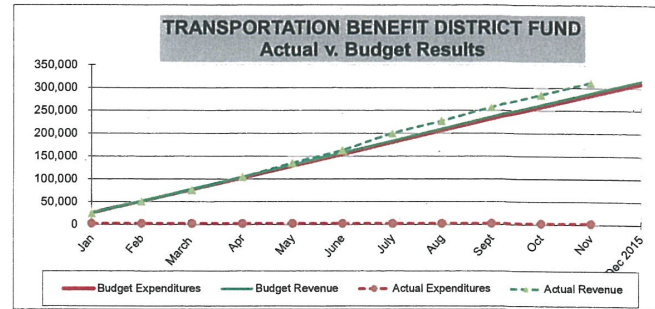


This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2015**

TRANSPORTATION BENEFIT DISTRICT FUND

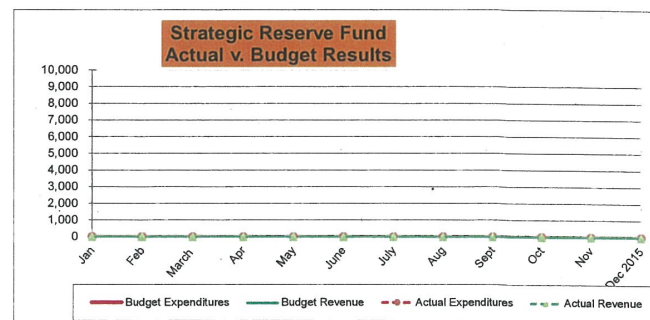
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	25,792	2,500	26,258	25,166
Feb	51,583	2,500	52,517	51,441
March	77,375	2,500	78,775	76,666
Apr	103,167	2,500	105,033	104,722
May	128,958	2,500	131,292	135,333
June	154,750	2,500	157,550	163,324
July	180,542	2,500	183,808	200,497
Aug	206,333	2,500	210,067	227,642
Sept	232,125	2,500	236,325	257,738
Oct	257,917	2,500	262,583	285,201
Nov	283,708	2,500	288,842	312,268
Dec 2015	309,500		315,100	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		0%		50%



The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

STRATEGIC RESERVE FUND

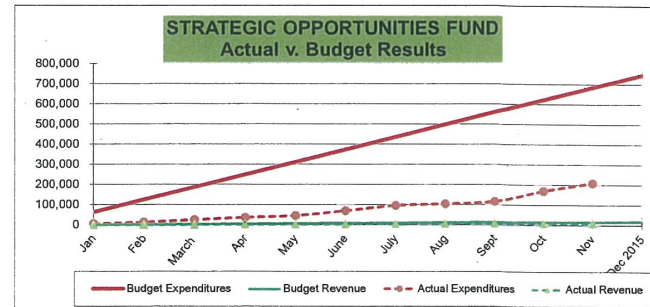
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec 2015	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



This fund was created to serve as the City's emergency reserve fund. Per State Statute, the fund cannot exceed \$.375 per \$1,000 of the City's assessed value and is fully funded at \$1,264,464 for 2011. No expenditures are anticipated or have been budgeted at this time.

STRATEGIC OPPORTUNITIES FUND

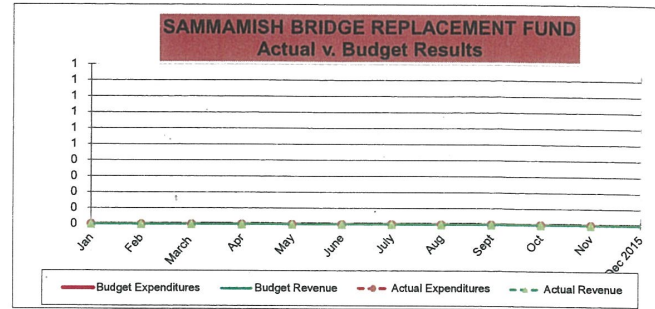
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	62,183	4,565	1,745	780
Feb	124,367	12,302	3,491	1,380
March	186,550	24,857	5,236	2,880
Apr	248,733	36,127	6,981	3,795
May	310,917	45,647	8,726	4,320
June	373,100	69,319	10,472	5,120
July	435,283	96,051	12,217	7,170
Aug	497,467	104,291	13,962	8,995
Sept	559,650	116,575	15,707	10,095
Oct	621,833	169,157	17,453	11,350
Nov	684,017	209,436	19,198	13,425
Dec 2015	746,200		20,943	
2015-16	1,571,200		1,217,946	
Total Actual to Date vs Total Budget		13%		1%



The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2015-16, the Business Incubator expenditures are budgeted in this fund.

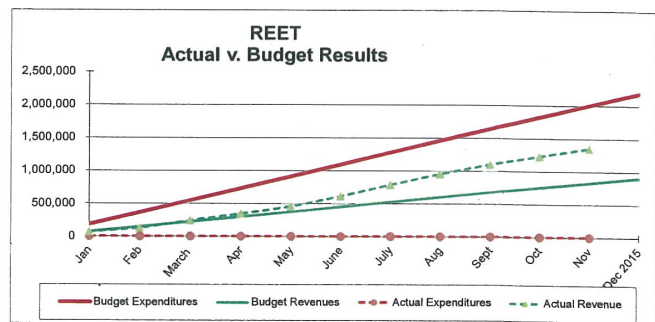
**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2015**

SAMMAMISH BRIDGE REPLACEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec 2015	0	0	0	0
2015-16	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



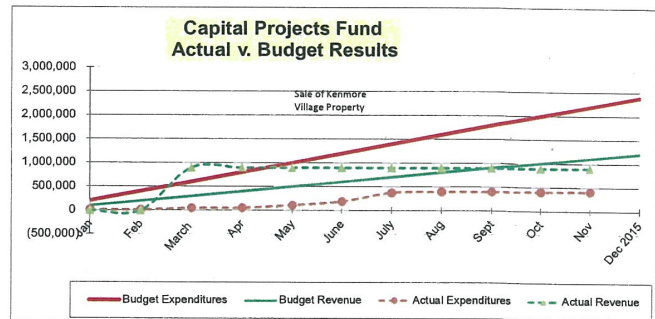
The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,604	0	76,167	74,259
Feb	365,208	0	152,333	135,329
March	547,813	0	228,500	246,666
Apr	730,417	0	304,667	350,945
May	913,021	0	380,833	463,873
June	1,095,625	0	457,000	620,211
July	1,278,229	0	533,167	793,306
Aug	1,460,833	0	609,333	959,957
Sept	1,643,438	0	685,500	1,107,625
Oct	1,826,042	0	761,667	1,237,303
Nov	2,008,646	0	837,833	1,358,210
Dec 2015	2,191,250		914,000	
2015-16	3,987,306		1,827,000	
Total Actual to Date vs Total Budget		0%		74%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements.

KENMORE VILLAGE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	199,125	8,042	101,600	0
Feb	398,250	8,042	203,200	0
March	597,375	43,717	304,800	901,302
Apr	796,500	49,778	406,400	901,861
May	995,625	108,500	508,000	901,861
June	1,194,750	187,343	609,600	902,407
July	1,393,875	369,776	711,200	902,407
Aug	1,593,000	393,205	812,800	902,407
Sept	1,792,125	394,667	914,400	902,407
Oct	1,991,250	401,957	1,016,000	902,548
Nov	2,190,375	405,852	1,117,600	907,590
Dec 2015	2,389,500		1,219,200	
2015-16	4,631,169		2,246,900	
Total Actual to Date vs Total Budget		9%		40%

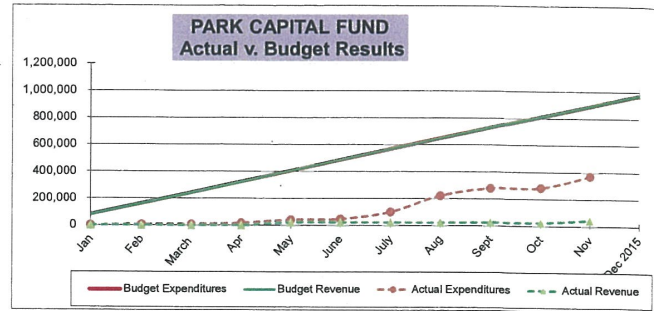


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2015**

PARK CAPITAL FUND

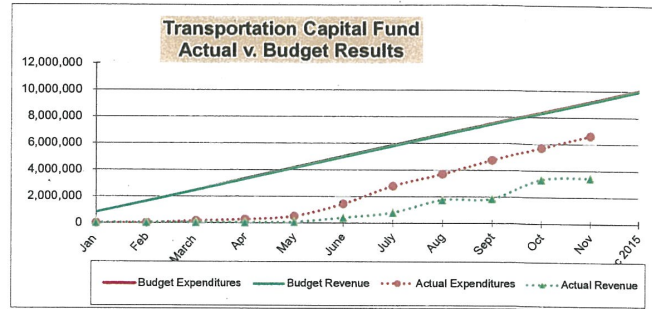
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	81,167	2,087	81,267	2,161
Feb	162,333	7,298	162,533	2,161
March	243,500	8,971	243,800	2,161
Apr	324,667	18,183	325,067	2,161
May	405,833	41,418	406,333	23,804
June	487,000	48,026	487,600	23,804
July	568,167	100,544	568,867	23,804
Aug	649,333	222,389	650,133	23,804
Sept	730,500	279,692	731,400	28,042
Oct	811,667	285,095	812,667	28,042
Nov	892,833	373,278	893,933	47,989
Dec 2015	974,000		975,200	
2015-16	1,691,233		1,605,174	
Total Actual to Date vs Total Budget		22%		3%



The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be received into this fund

TRANSPORTATION CAPITAL FUND

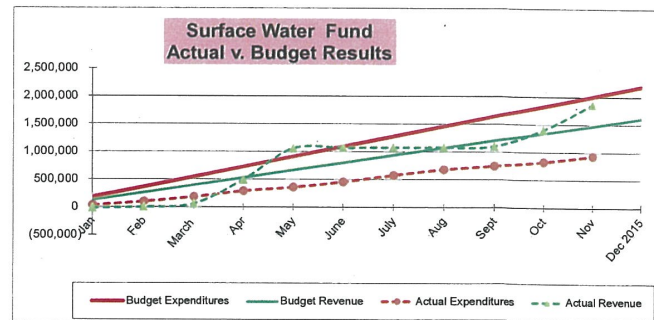
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	836,651	61	832,443	42,708
Feb	1,673,302	18,952	1,664,885	73,426
March	2,509,953	161,877	2,497,328	73,426
Apr	3,346,603	268,570	3,329,770	73,426
May	4,183,254	514,488	4,162,213	101,205
June	5,019,905	1,440,184	4,994,655	430,160
July	5,856,556	2,788,448	5,827,098	816,069
Aug	6,693,207	3,687,328	6,659,540	1,778,012
Sept	7,529,858	4,752,129	7,491,983	1,886,310
Oct	8,366,508	5,704,344	8,324,425	3,355,087
Nov	9,203,159	6,626,209	9,156,868	3,471,961
Dec 2015	10,039,810		9,989,310	
2015-16	21,842,377		21,850,956	
Total Actual to Date vs Total Budget		30%		16%



The Transportation Capital Fund accounts for capital improvements to the City's streets and SR 522, funded by various grants plus City resources from real estate excise tax and transportation impact fees. All phases of improvements to SR 522 are now accounted for in this fund. There is a time lag between project expenditures and reimbursements from grants; this accounts for the lower revenues compared to the expenditures.

SURFACE WATER MANAGEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,359	33,733	135,000	(5,221)
Feb	364,718	99,852	270,000	10,469
March	547,077	183,818	405,000	69,011
Apr	729,436	291,141	540,000	502,497
May	911,795	357,577	675,000	1,067,343
June	1,094,154	454,447	810,000	1,077,973
July	1,276,513	574,968	945,000	1,083,462
Aug	1,458,872	678,641	1,080,000	1,088,143
Sept	1,641,231	747,457	1,215,000	1,109,207
Oct	1,823,590	826,352	1,350,000	1,413,101
Nov	2,005,949	933,752	1,485,000	1,872,672
Dec 2015	2,188,308		1,620,000	
2015-16	3,965,776		3,540,000	
Total Actual to Date vs Total Budget		24%		53%

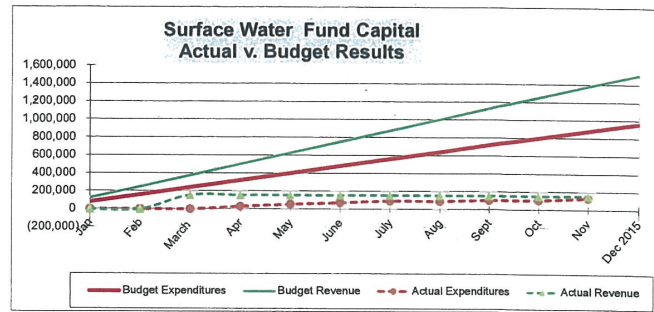


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2015

SURFACE WATER CAPITAL FUND

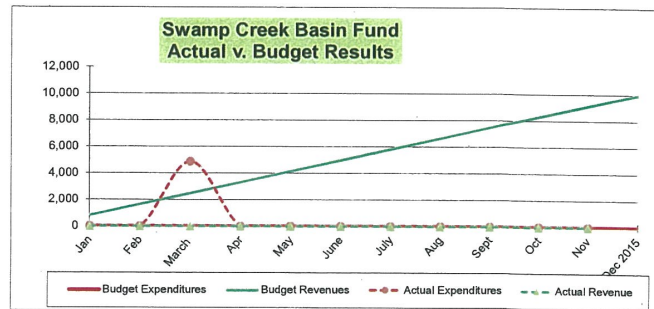
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	80,051	0	125,522	0
Feb	160,102	0	251,044	0
March	240,153	0	376,567	157,000
Apr	320,204	27,959	502,089	157,000
May	400,255	53,304	627,611	157,000
June	480,306	71,226	753,133	157,000
July	560,356	92,035	878,655	157,000
Aug	640,407	92,035	1,004,177	157,000
Sept	720,458	104,256	1,129,700	157,000
Oct	800,509	108,692	1,255,222	157,000
Nov	880,560	132,581	1,380,744	157,000
Dec 2015	960,611		1,506,266	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		6%		7%



This fund accounts for the expenditures for Surface Water Capital Improvements. Revenue sources for this fund include a variety of federal, state, or local grants, surface water management fees transferred from the Surface Water Management Fund and real estate excise taxes.

SWAMP CREEK BASIN FUND

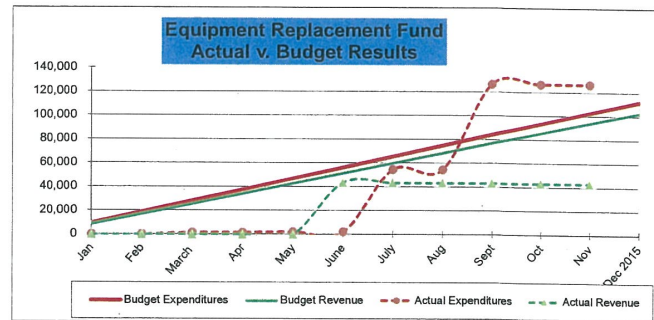
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	833	0
Feb	0	0	1,667	0
March	0	4,868	2,500	0
Apr	0	0	3,333	0
May	0	0	4,167	0
June	0	0	5,000	0
July	0	0	5,833	0
Aug	0	0	6,667	0
Sept	0	0	7,500	0
Oct	0	0	8,333	0
Nov	0	0	9,167	0
Dec 2015	0		10,000	
2015-16	0		20,000	
Total Actual to Date vs Total Budget		0%		0%



This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

EQUIPMENT REPLACEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	9,333	0	8,583	0
Feb	18,667	0	17,167	0
March	28,000	1,347	25,750	0
Apr	37,333	1,347	34,333	0
May	46,667	1,904	42,917	0
June	56,000	1,904	51,500	43,543
July	65,333	54,292	60,083	43,543
Aug	74,667	54,292	68,667	43,543
Sept	84,000	126,403	77,250	43,543
Oct	93,333	126,403	85,833	43,543
Nov	102,667	126,546	94,417	43,543
Dec 2015	112,000		103,000	
2015-16	358,375		206,000	
Total Actual to Date vs Total Budget		35%		21%



This fund is used to maintain a reserve for future replacement of equipment, including, but not limited to furniture, computers and vehicles. Payments are received from various operating departments and funds that benefit from or use the assets.

City of Kenmore, Washington
Cash and Investment Report
November 30, 2015



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,104,386	\$1,750,495	\$989,991	5,864,890
Street	633,189	59,968	107,359	585,798
Transportation Capital	-1,357,079	116,873	921,865	(2,162,070)
Public Art	67,301	0	0	67,301
Park Impact Fee	1,128,419	5,074	0	1,133,493
Transportation Impact Fee	2,505,345	16,868	0	2,522,213
Swamp Creek Basin	1,397,662	0	0	1,397,662
Transportation Benefit District	291,632	27,067	0	318,698
Sammamish Bridge Replacement	514	0	0	514
Real Estate Excise Tax	2,662,773	120,907	0	2,783,680
Kenmore Village	2,888,626	5,042	3,895	2,889,773
Park Capital	-256,486	19,947	88,183	(324,722)
Surface Water Management	2,070,915	459,571	107,400	2,423,086
Surface Water Capital	31,959	0	23,889	8,070
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	1,989,080	2,075	40,279	1,950,876
Equipment Replacement	371,814	0	143	371,671
Trust & Agency	493,393	333	10,669	483,057
Totals	\$21,287,906	\$2,584,218	\$2,293,672	\$21,578,452

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	-\$375,996	\$6,254,802	5,878,806
Street	-264,203	850,000	585,797
Transportation Capital	-3,153,851	0	(3,153,851)
Public Art	52,301	15,000	67,301
Park Impact Fee	198,836	930,000	1,128,836
Transportation Impact Fee	2,492,215	30,000	2,522,215
Swamp Creek Basin	-2,337	1,400,000	1,397,663
Transportation Benefit District	318,695	0	318,695
Sammamish Bridge Replacement	513	0	513
Real Estate Excise Tax	3,772,423	0	3,772,423
Kenmore Village	2,437,985	450,000	2,887,985
Park Capital	-324,721	0	(324,721)
Surface Water Management	1,911,299	510,000	2,421,299
Surface Water Capital	8,069	0	8,069
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	1,950,876	0	1,950,876
Equipment Replacement	-78,329	450,000	371,671
Trust & Agency	383,056	100,000	483,056
Totals	\$9,741,296	\$11,839,802	\$21,581,097

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City of Kenmore, Washington
Investment Schedule
November 30, 2015



Report by Security	Investment #	Type	Average Yield to Maturity-Securities				Possible Call Date	Overall Average Yield Principal or Balance	0.59% Yield Equivalents
			Maturity Date	Purchase Date	Rate	Yield			
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
Time Value Investments									
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	4/26/2016	998,326.00	13,477.40
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	2/25/2014	985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	2/25/2014	989,691.00	12,865.98
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%		999,114.48	11,489.82
	3134G43V8	FHLB	5/15/2018	7/23/2014	1.36%	1.36%	8/15/2014	988,450.00	13,462.69
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%	7/28/2014	984,270.00	15,689.26
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								6,945,069.56	89,164.21
Banner Bank CD's									
	5740005425	CD	2/6/2016	2/6/2014	0.32%	0.32%		1,000,000.00	3,200.00
Total Banner Bank CD's								1,000,000.00	3,200.00
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								1,000,000.00	8,000.00
Opus Bank CD's									
	11495975	CD	8/10/2015	2/10/2014	0.35%	0.35%		1,000,000.00	3,500.00
	11527322	CD		6/30/2015				1,000,000.00	-
Total Cascade Bank CD's								2,000,000.00	3,500.00
TOTAL ALL SECURITIES								\$ 11,839,801.44	\$ 114,001.53
Banner Checking and Savings								0.07% Banner	3,986,832.98
Cash									1,005.00
Local Government Investment Pool								0.17% LGIP	5,753,456.28
Total Accounts								\$ 21,581,095.70	126,440.86

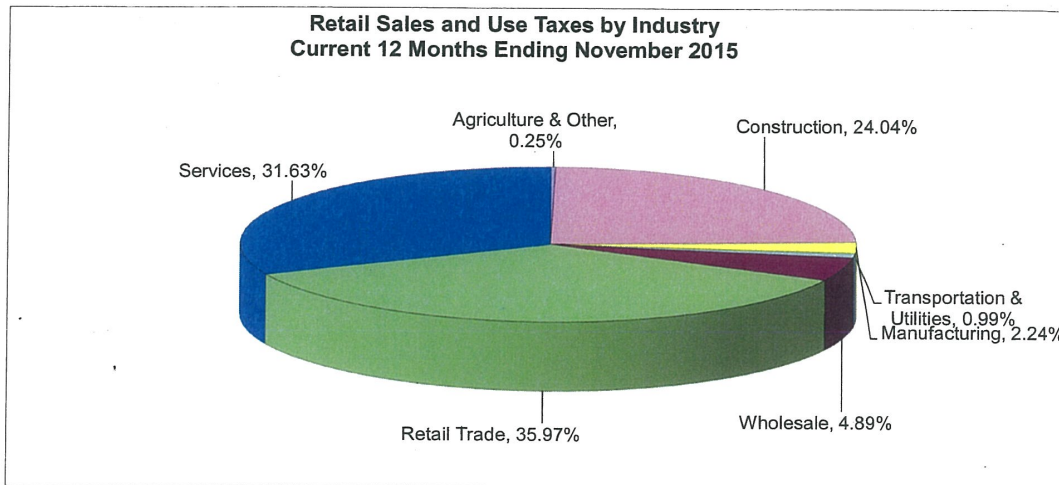
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 November 2015

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	177.38	0.00	177.38	0.1%
CONSTRUCTION	51,305.72	1,599.66	52,905.38	28.9%
MANUFACTURING	4,594.02	15.30	4,609.32	2.5%
TRANSPORTATION & UTILITIES	1,308.05	772.29	2,080.33	1.1%
WHOLESALE	9,738.20	147.70	9,885.90	5.4%
RETAIL TRADE	61,509.42	194.65	61,704.07	33.7%
SERVICES	39,575.30	1,018.59	40,593.89	22.2%
INFORMATION	7,925.52	92.89	8,018.40	4.4%
PUBLIC SERVICES	32.19	3,076.14	3,108.32	1.7%
	<u>176,165.79</u>	<u>6,917.21</u>	<u>183,083.00</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
November 30, 2015

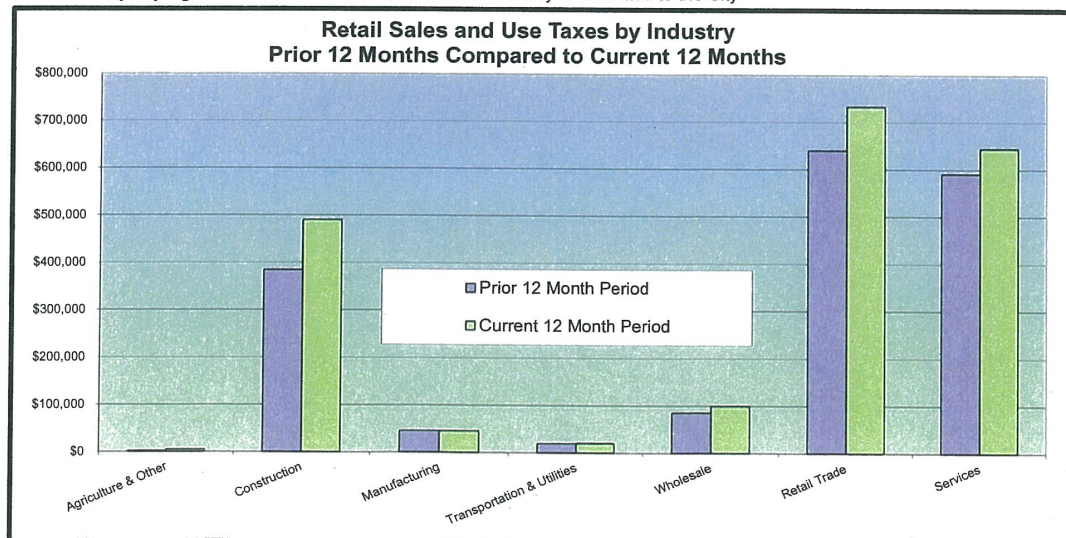


<u>Industry</u>	<u>Prior 12 Months ending November 2014</u>	<u>Current 12 Months ending November 2015</u>	<u>% Increase/ (Decrease)</u>	<u>% of Total</u>
Agriculture & Other (Landscaping, Animal Hospitals)	\$2,044	\$5,074	148.26%	0.25%
Construction	383,864	489,691 *	27.57%	24.04%
Manufacturing (Printing, Publishing, Other Manuf.)	45,532	45,605	0.16%	2.24%
Transp/Comm/Utilities (Telecomm., Air Transport.)	19,520	20,130	3.12%	0.99%
Wholesale (Lumber, Other Wholesale)	85,230	99,545	16.80%	4.89%
Retail Trade (Eating, Merchandise, Food Stores)	639,795	732,834	14.54%	35.97%
Services (Auction, Recreation, Auto Repair, Financial)	590,636	644,270	9.08%	31.63%
Totals	\$1,766,621	\$2,037,148	15.31%	100%
Increase/(Decrease)		\$270,527	15.31%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



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**City of Kenmore, Washington
Real Estate Excise Tax Report
November 30, 2015**



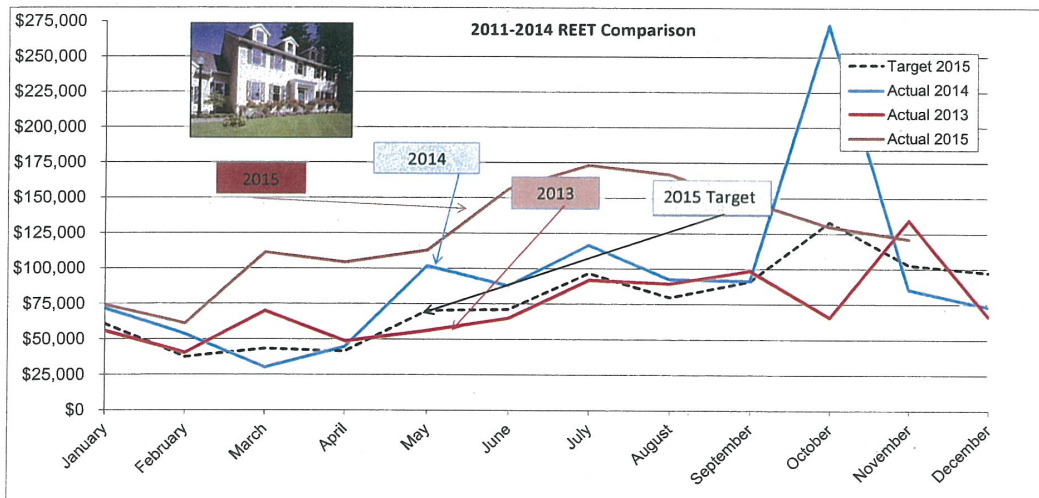
Real Estate Excise Taxes (REET) 2012 - 2015 Monthly Receipts					
	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Target 2015
January	54,359	55,801	72,106	74,259	60,756
February	18,064	40,281	54,038	61,070	37,461
March	29,691	69,946	30,426	111,337	43,354
April	30,662	48,671	45,118	104,280	41,484
May	52,575	56,178	102,257	112,927	70,337
June	60,408	64,938	88,070	156,338	71,139
July	81,316	91,779	116,858	173,095	96,651
August	56,626	89,496	92,932	166,651	79,685
September	82,785	98,573	91,812	147,668	91,057
October	60,265	65,596	272,842	129,678	132,901
November	88,057	134,286	85,748	120,907	102,697
December	152,262	66,342	73,582		97,395
	\$767,070	\$881,886	\$1,125,790	\$1,358,210	\$924,916

2682689

For 2015, REET is \$306,002
more than the same period
last year and more than the 2015
target by \$530,688

* NOTE THE 2015 target
is computed on a 3 year average
(2012-2014) of actual receipts

Real Estate Excise Taxes (REET)								
2012 - 2015 Property Sales > \$500,000								
The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue								
Taxes from > \$500,000 Sale Amounts								
	2012	2013	2014	2015	2012	2013	2014	2015
January	5,515,283	3,380,165	4,699,850	7,418,000	27,301	16,732	23,264	36,719
February	1,152,000	3,417,500	3,930,920	6,807,900	5,702	16,917	19,458	32,709
March	750,000	3,514,000	2,175,430	7,874,934	3,713	17,394	10,768	38,981
April	870,000	1,570,450	4,266,725	14,291,370	4,307	7,774	21,120	70,742
May	2,796,250	3,634,210	12,347,730	14,068,904	13,841	17,989	61,121	69,641
June	1,215,000	2,761,500	7,353,999	20,361,466	6,014	13,669	36,402	100,789
July	4,196,500	8,478,706	15,071,601	25,571,387	20,773	41,970	74,604	126,578
August	1,756,200	6,131,455	5,882,306	22,614,538	8,693	30,351	29,117	111,942
September	4,859,500	10,911,500	8,437,700	18,821,380	24,055	54,012	41,767	93,166
October	3,087,500	5,568,400	44,456,605	16,519,240	15,283	27,564	220,060	81,770
November	8,334,960	18,620,230	8,922,100	14,736,156	41,258	92,170	44,164	72,944
December	23,033,200	4,606,450	7,142,900		114,014	22,802	35,357	0
	\$57,566,393	\$72,594,566	\$124,687,866	\$168,885,275	284,954	359,344	617,202	835,981



I:\Admin & Finance\Monthly Reports\2015\NovREET

City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
November 30, 2015



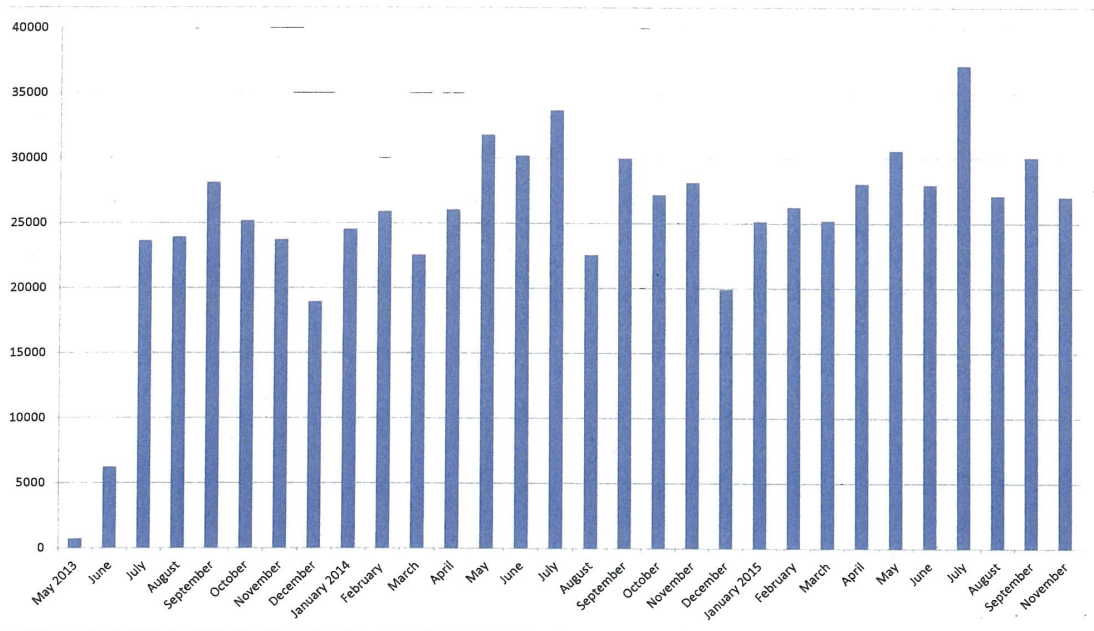
<u>Revenues</u>	<u>November 2015</u>	<u>Biennium-to-Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	5,042	5,042	67,000
Investment Interest	0	0	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	0	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	0	1,246	2,400
Total Revenues	5,042	907,590	1,326,900
<u>Expenditures</u>			
6700 Building Improvements	0	72,028	0
Downtown Plan Services	0	50,286	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	2,349	0
Repairs, Maintenance, Other Services	3,895	11,198	133,240
Surface Water and Fire Benefit Fees	0	4,896	0
Kenmore Village Public Square	0	265,096	3,365,000
Total Expenditures	3,895	405,853	3,517,240
 Net Income (Loss)	 1,147	 501,737	 -2,190,340

NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

**Kenmore Transportation Benefit District
Monthly Report
November 30, 2015**



Revenues	November 2015	Biennium-to- Date	Biennium Budget
Vehicle Fees	27,067	312,269	630,200
Total Revenues	<u>\$27,067</u>	<u>\$312,269</u>	<u>\$630,200</u>
Expenditures			
WCIA Insurance		2,500	5,000
Reimbursement to Street Fund		0	475,000
Overlay		0	150,000
Total Expenditures	<u>0</u>	<u>2,500</u>	<u>630,000</u>
Net Income (Loss)	\$27,067	\$309,769	\$200



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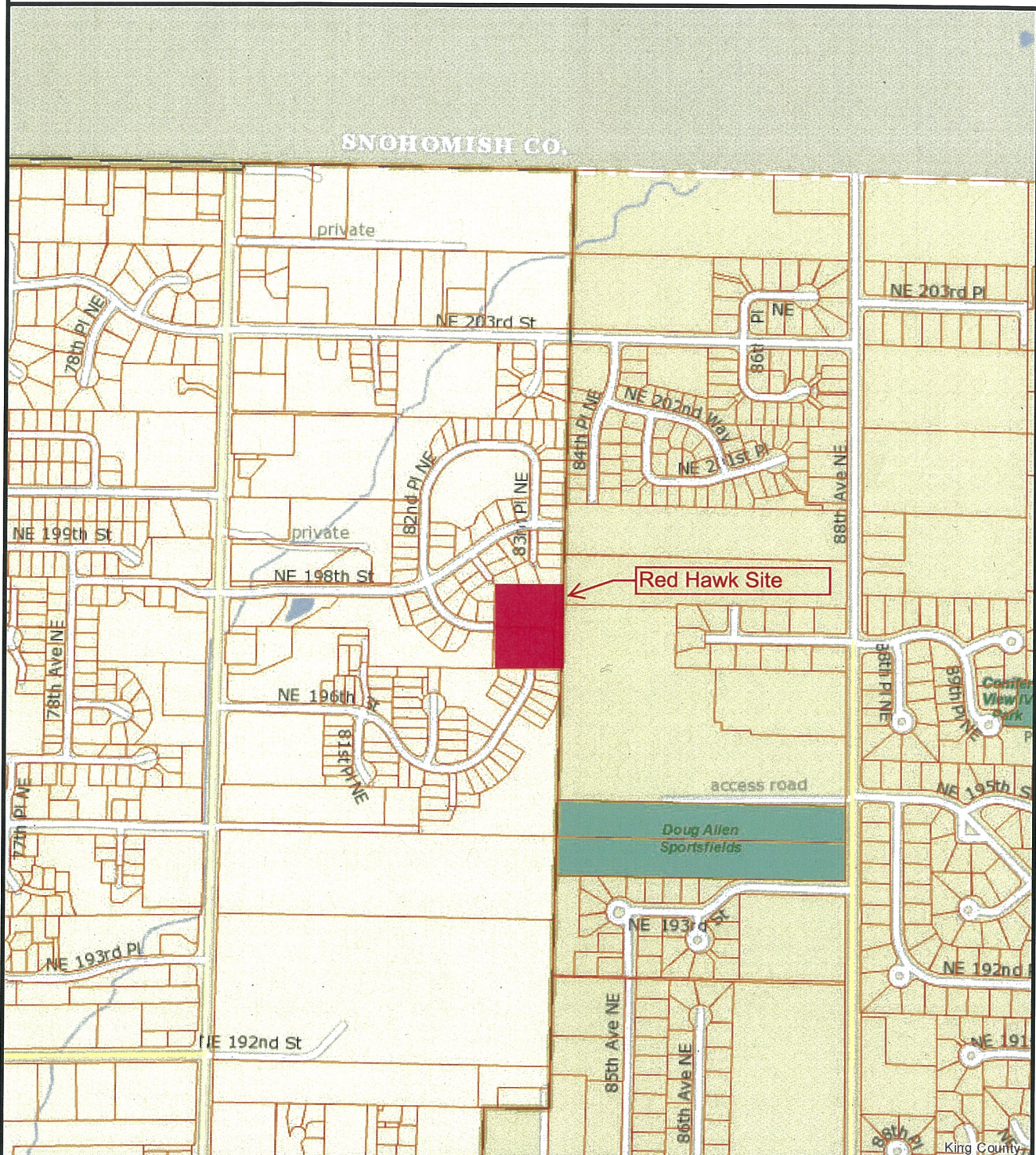


**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: The Red Hawk Final Plat – Resolution No. 16-271	For Council Meeting Agenda of: January 25, 2016										
Proposed Council Action/Motion: Adopt Resolution No. 16-271 Granting Final Plat Approval for Plat of Red Hawk	Department: Development Services Prepared by: Andrew Bauer, Planner <table border="0"> <tr> <td></td> <td align="right"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td align="right">[Signature] 1/6/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right">NA [Signature]</td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right">[Signature] 1/11/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right">[Signature]</td> </tr> </table> Exhibits/Attachments: 1. Vicinity Map 2. Resolution 16-271 3. Red Hawk Final Plat Map		<u>Initial & Date</u>	Approved by Department Head:	[Signature] 1/6/16	Approved by City Attorney:	NA [Signature]	Approved by Finance Director:	[Signature] 1/11/16	Approved by City Manager:	[Signature]
	<u>Initial & Date</u>										
Approved by Department Head:	[Signature] 1/6/16										
Approved by City Attorney:	NA [Signature]										
Approved by Finance Director:	[Signature] 1/11/16										
Approved by City Manager:	[Signature]										
Expenditure Required \$0	Amount Budgeted \$ N/A Appropriation Required \$ N/A										
<u>INFORMATION/BACKGROUND:</u> The Red Hawk final plat is ready to record. The Hearing Examiner granted conditional preliminary plat approval of the plat on June 13, 2006. Conditions of preliminary plat approval have been satisfied and required financial guarantees have been submitted. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. Red Hawk is a 12 lot single-family residential development on a 2.0 acre site zoned R-6 (residential 6 dwelling units per acre). All of the lots will access from the new public road serving the plat. The new road connects to the plat of East Creek Village on the south and the plat of Bridlepath on the west. Tract A contains an underground stormwater vault with above ground recreation space and will be owned by the Red Hawk Homeowner's Association, with an easement granted to the City for maintenance and inspection of the stormwater vault. Permanent maintenance responsibilities of the new road and stormwater vault will be taken over by the City after a two-year maintenance period is completed by the applicant. Tract B is a sensitive area tract and will provide protection of a portion of a wetland originating off site and contiguous with a separate tract associated with the plat of Bridlepath. Tract B will be owned by the Red Hawk Homeowner's Association. The applicant has posted the required financial guarantees for maintenance of roadways, drainage, and critical area mitigation. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot. <u>FISCAL CONSIDERATION:</u> Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide clear, accurate, and predictable permitting services in a timely and efficient manner.											

Red Hawk Plat Vicinity

ATTACHMENT 1



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 12/30/2015

Notes:

King County
GIS CENTER

ATTACHMENT 2

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 16-271

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR
THE PLAT OF RED HAWK (File FLP2004-140)**

WHEREAS, the City Council desires to grant final plat approval for the plat of Red Hawk;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE,
WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Red Hawk have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Red Hawk, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Red Hawk and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 25TH DAY OF JANUARY 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

VOLUME/PAGE



LEGAL DESCRIPTION

EXCEPT THE EAST 30 FEET THEREOF.

PARCEL B:

EXCEPT THE EAST 30 FEET THEREOF.

PARCEL C:

DEDICATION

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADWAY WITHIN THIS SUBDIVISION. PROVIDED THAT THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS A RELEASING CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY OF KENMORE, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS, AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS:


LENNAR NORTHWEST INC.
A DELAWARE CORPORATION
BY: WILLIAM SACRISTE
ITS: VICE PRESIDENT

ACKNOWLEDGMENT

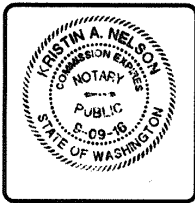
STATE OF Washington SS

COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT WILLIAM SACRISTE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF LENNAR NORTHWEST INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 15th DAY OF December, 2015.


 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT Federal Way
 PRINTED NAME Kristin A. Nelson
 COMMISSION EXPIRES 09-09-2016



KING COUNTY APPROVALS

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__.

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 012604-9125 & 012604-9126

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL, THIS _____ DAY OF _____, 20__.

MANAGER, FINANCE DIVISION

DEPUTY

CITY OF KENMORE APPROVALS

DEVELOPMENT SERVICES

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__.

DEVELOPMENT SERVICES DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY MANAGER

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__.

CITY CLERK

JOB NO. 15912



Barghausen
Consulting Engineers, Inc.
 Civil Engineering, Land Planning, Surveying, Environmental Services
 18215 72nd Avenue South Kent, WA 98032
 Telephone: (425) 251-6222 Fax: (425) 251-8782

CITY OF KENMORE FILE NO. FLP2004-140

FILE: P:\5000s\15912\survey\plots\15912plot1.dwg LAYOUT: Sheet 2 Date/Time: 12/14/2015 6:44 AM Scale: 1" = 1' KANDERSON Xref: -----

VOLUME/PAGE

EASEMENTS AND RESERVATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, PUGET SOUND ENERGY, INC., FRONTIER, COMCAST AND NORTHSHORE UTILITY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS, LYING PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTS, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT ACCESSORIES, INCLUDING BUT NOT LIMITED TO, TELEPHONE, CABLE TELEVISION, PUBLIC AND PRIVATE UTILITY SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, CABLE TELEVISION, PUBLIC AND PRIVATE UTILITY DRAINAGE, PRIVATE WATER SERVICES, SIDE SEWER STUBS AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT TO A BUILDING.

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET ALONG THE REAR LOT LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURE OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

PUBLIC DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO CITY OF KENMORE, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY CITY OF KENMORE, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN.

NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY CITY OF KENMORE, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER. THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM CITY OF KENMORE, AND ANY REQUIRED PERMITS FROM THE CITY OF KENMORE FOR ACTIVITIES SUCH AS PLACEMENT OF STRUCTURES, CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

TITLE NOTES:

PER PLAT CERTIFICATE PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 0048014-06 DATED AUGUST 12, 2015, SUPPLEMENTAL NO. 1 DATED SEPTEMBER 16, 2015, SUPPLEMENTAL NO. 2 DATED OCTOBER 20, 2015 AND SUPPLEMENTAL NO. 3 DATED OCTOBER 23, 2015.

1. RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. (NOT PLOTTABLE)

2-3. INTENTIONALLY DELETED

4. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

RECORDING DATE: JULY 2, 1913 AND APRIL 21, 1917 RECORDING NO: 877029 AND 1129477 (NOT
PLOTTABLE)
AS FOLLOWS: THERE SHALL NEVER BE SOLD UPON THIS LAND BY ANY PERSONS WHOSEVER, INTOXICATING
LIQUORS, SPIRITUOUS OR MALT, OF ANY KIND OR CHARACTER, EXCEPT SUCH AS A PHYSICIAN MAY PRESCRIBE.

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENT THERE TO, AS GRANTED IN A
DOCUMENT
GRANTED TO: EAST CREEK VILLAGE HOMEOWNERS ASSOCIATION
PURPOSE: STORM DRAINAGE SYSTEM WITH ALL OTHER NECESSARY APPURTENANCES
RECORDING DATE: MAY 13, 2014 RECORDING NO: 20140513001504 (PLOTTED HEREON)

6. RECIPROCAL WALL MAINTENANCE AND EASEMENT RESERVATION AND THE TERMS AND PROVISIONS THEREOF:
EXECUTED BY: LENNAR NORTHWEST INC., A DELAWARE CORPORATION AND EAST CREEK VILLAGE HOMEOWNERS
ASSOCIATION, A WASHINGTON NON-PROFIT CORPORATION
RECORDING DATE: SEPTEMBER 30, 2004 RECORDING NO.: 20140930002096 (PLOTTED HEREON)

DESTRUCTION OF A SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF KENMORE, TO LEAVE UNDISTURBED THE NATIVE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THE NATIVE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED, FILLED, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF KENMORE OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW.

NO BUILDING FOUNDATIONS ARE ALLOWED WITHIN THE REQUIRED 15-FOOT BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: NORTHSORE UTILITY DISTRICT
PURPOSE: WATER LINES WITH NECESSARY APPURTENANCES
RECORDING DATE: MARCH 13, 2015 RECORDING NO.: 20150313000822 (PLOTTED HEREON)

ALL BUILDING DOWNSPOUTS, VENTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF KENMORE, OR ITS SUCCESSOR AGENCY. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH THE PLANS ON FILE. ALL INDIVIDUAL STUB-OUTS AND INFILTRATION SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER.

8. INTENTIONALLY DELETED.

9-13. NOT APPLICABLE TO BE SHOWN ON SURVEY.

IMPERVIOUS SURFACE ALLOWANCES:
 LOTS 1- 7 & 12: 70% OR 4,000 S.F. MAX
 LOTS 8-11: 65% MAX

15. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: NORTHSORE UTILITY DISTRICT
PURPOSE: WATER LINES WITH NECESSARY APPURTENANCES
RECORDING DATE: MARCH 13, 2015 RECORDING NO.: 20150313000783 (PLOTTED HEREON)

16. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: NORTHSORE UTILITY DISTRICT
PURPOSE: SANITARY SEWER WITH NECESSARY APPURTENANCES
RECORDING DATE: MARCH 13, 2015 RECORDING NO.: 20150313000998 (PLOTTED HEREON)

JOB NO. 15912

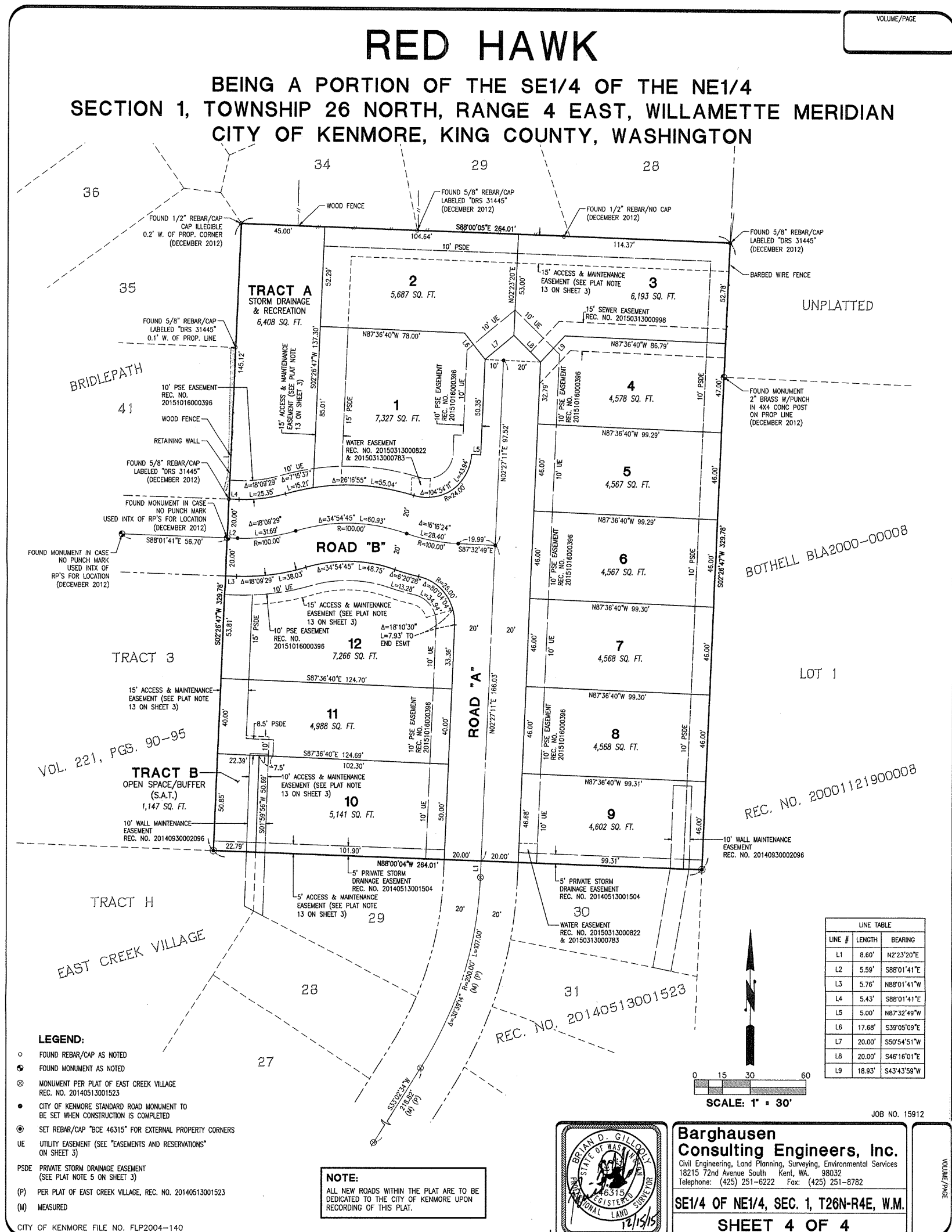


Barghausen
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 Civil Engineering, Land Planning, Surveying, Environmental Services
 18215 72nd Avenue South Kent, WA 98032
 Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NE1/4, SEC. 1, T26N-R4E, W.M.
SHEET 3 OF 4

CITY OF KENMORE FILE NO. FLP2004-140

VOLUME/PAGE



Subject/Topic: Surface Water and Park On-call Consultant Selection

Department: Public Works

Prepared by: Zack Richardson, Capital Projects Manager

Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 15-CI483 for \$720,000 with PACE Engineers, Inc.

Initial & Date
Approved by Department Head: KLO 1/12/16
Approved by City Attorney: _____
Approved by Finance Director: Jmg 1/12/16
Approved by City Manager: AK

Exhibits/Attachments: None

Expenditure Required \$ 720,000

Amount Budgeted \$ 720,000

Appropriation Required \$0

The City utilizes consultants for surface water and parks projects, environmental evaluation and permitting, and planning. For the previous three years the City has utilized Osborn Consulting to meet this need. With the current contract set to expire at the end of January, staff has selected PACE Engineers, Inc. to serve in this role beginning February of this year.

The City advertised in both the Seattle Times and Daily Journal of Commerce for Statements of Qualifications (SOQ) from potential new surface water/parks on-call firms. Staff reviewed the SOQs before selecting 4 firms to interview. After conducting interviews, staff selected the multi-discipline, multi-firm team gathered by PACE Engineers, Inc as the best team to meet the City's needs.

The term of the agreement will be for two years, with the opportunity to extend up to two more years at the City's discretion.

The referenced agreement with PACE Engineers, Inc. will expire January 31, 2018 with the option to administratively extend (by the City Manager or designee) up to two more years. The cumulative contract value is estimated to be \$720,000 over the entire two year period. No retainer is paid for on-call consultants. Individual "task orders" are written to identify specific scopes and budgets for individual projects/tasks completed within the overall contract; no money is authorized to be spent until a task order is agreed to and signed by the City.

The Public Works Director will manage the overall agreement for compliance and parks, operations, surface water, and engineering staff will manage “task orders” as needed. The Public Works Director will approve all task order assignments and task order amendments. The funds to pay for the work in the agreement are within individual projects budgets and line items. Potential tasks to be completed with this agreement may include:

- 61st Ave NE Sidewalk Embankment 30% design (culvert & headwall replacement at NE 190th St)
- 61st Ave NE Sidewalk Embankment full project assistance (pending funding)
- Arrowhead Storm Drain Replacement
- Moorlands Park Improvements
- Twin Springs Interim Use Plan
- Miscellaneous small works projects
- Other projects identified through the “Imagine Kenmore” process
- Surface water & geotechnical investigation support
- Grant Writing

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The consultant team will work on Parks projects and Surface Water projects. The work they do will potentially support:

Council Goal 4: To advance the public access and connection to the waterfront.

Council Goal 8: To continue to implement a Parks Improvement and Financial Plan

Council Goal 11: Address watershed issues affecting the City.

Subject/Topic: King County Community Development Block Grant (CDBG) Acceptance.	For Council Meeting Agenda of: January 25, 2015 Department: Public Works Prepared by: Kent Vaughan To Be Presented By: NA
Proposed Council Action/Motion: Authorize the City Manager to execute an agreement with King County to accept CDBG sidewalk grant funds in the amount of \$254,960.	Initial & Date KMO 1/21/16 Jmg 1/21/16 RJK Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: Exhibits/Attachments:
Expenditure Required \$220,040 Amount Budgeted \$220,040 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> This contract provides the basis for collaboration with King County in implementing the construction of approximately 700 linear feet of sidewalk on the south side of NE 181st Street between 68th Avenue NE and 73rd Avenue NE. Construction would include curb, gutter, and sidewalk, storm drainage, street and pedestrian illumination, and street trees, consistent with the City's downtown design standards and existing improvements. The program's goal is to make CDBG funds available for high priority improvement needs such as public infrastructure, water, sewer, sidewalks, etc., park facility needs and accessibility improvements, in a range of low to moderate income areas. Under this program, the City of Kenmore's NE 181st Street sidewalk (south) project ranked 1st in the North/East region, and was awarded \$254,960. The grant award requires a City match of \$220,040. The grant must be expended by November 15, 2016. Staff is currently working with Perteet to finalize the project design and anticipates that the NE 181st Street sidewalk (south) project will be advertised in February-March 2016.	
<u>FISCAL CONSIDERATION:</u> To accept the CDBG grant funds in the amount of \$254,960, the City is required to provide a match of \$220,040. The City match is budgeted in the amended 2015-16 biennium budget, as a transfer from the Street Fund.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel. Council goal 4: To create a vibrant, walkable downtown.	



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic:

SR 522 West A Change Orders

Proposed Council Action/Motion(s):

Receive and File SR West A Change Orders 10 – 17 in the amount of \$127,161 and;

Authorize the City Manager to execute a change order in an amount not to exceed \$355,000 for additional traffic control labor.

For Council Meeting Agenda of: 01/25/2016

Department: EngineeringPrepared by: Kent VaughanTo Be Presented By: N/A

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & DateKMO 1/12/16NA1/11/16[Signature]

Exhibits/Attachments:

Attachment A. Resolution No. 15-255 Change Order Policy

Expenditure Required:

\$482,161 (\$127,161+\$355,000)

Amount Budgeted

\$1,003,000.00

Appropriation Required

\$0

INFORMATION/BACKGROUND:

Overall Picture: The SR 522 West A project is currently projecting to be completed on schedule. Through December 2015, there were 116 working days remaining in the construction contract and the project is on track to be completed this summer, weather permitting.

The project is currently projected to be completed within budget. At this time, staff estimates that the project will be completed within a range of approximately \$70,000 - \$250,000 remaining in the \$1M contingency. The latest cost to complete estimate includes all known change orders to date, projected bid item overruns, additional franchise utility costs, and construction management costs. Staff is monitoring several force account bid items built into the bid (totaling approximately \$180k) that could produce additional savings if not used.

Below is an accounting of actual and projected contingency costs to date that were used to develop the latest cost to complete estimate:

Change Orders: Since the last receive and file report, change orders 10 through 17 were executed, totaling \$127,161. As a result of the executed change orders to date, 9 working days have been added to the construction contract (revised total = 289). The following table lists all change orders executed to date:

Ref No	Change Order (CO) Title	CO Amount
CO1	Force Account Resolution - Schedule B Utility Conflicts	\$9,855
CO2	Trench Patch Hot Mix Asphalt	\$25,028
CO3	Verizon/MCI metro - Added Joint Utility Trench (JUT) work	\$79,140
CO4	Bid Quantity Reduction Credit (JUT items)	(\$56,625)
CO5	Native Borrow Backfill Credit -(JUT)	(\$28,412)
CO6	Native Borrow Backfill Credit-(Storm Drainage)	(\$13,548)

devices) was estimated at 1,000 hours. This quantity is projected to double by project completion.

The bid item over / under projections are summarized into categories in the table below and will be reconciled by change order at a later date.

Bid Item Category	Projected Cost Overrun
Traffic Control Bid Items (Flaggers and Other Traffic Control Labor)	\$355,000
Force Account Bid Items – Joint Utility Trench (Potholing Existing Utilities, Resolving Utility Conflicts in Field)	\$127,000
Gravel Material Bid Items (Crushed Surfacing Base Course, Gravel Borrow)	\$149,500
Retaining Wall Bid Items (Increased Quantities due to Wall Height)	\$75,000
All Other Bid Items	(\$29,400)
Total	\$677,100

Construction Management Contract: Through November 2015, HDR is projecting a savings of approximately \$115,000 in their construction management services contract. This cost savings is mostly attributable to KBA personnel changes (the construction management sub-consultant to HDR) that were implemented early in the project, at the request of City staff.

STAFF RECOMMENDATION:

At this time, Staff is recommending that City Council authorize the City Manager to execute a change order in an amount not to exceed \$355,000 to add flagger and other traffic control labor hours into the contract to cover projected quantity overruns and lock in the unit bid prices. Marshbank has been working with the City and has expressed willingness to reduce the unit prices for traffic control labor moving forward, which should bring the final change order amount below the requested amount.

FISCAL CONSIDERATION: All change orders were executed in accordance with the City's SR 522 project change order policy adopted by Council on April 20, 2015 (Attachment A) and are within the project's budgeted construction contingency. At this time, staff estimates that the project will be completed within a range of approximately \$70,000 - \$250,000 remaining in the \$1M contingency due to potential savings in budgeted force account items (examples: Hazardous Material Handling and Disposal, Private Property Restoration, Roadside Cleanup etc.) and Asphalt Cost Price Adjustment bid item.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

CO7	Impact Attenuator Replacements	\$20,455
CO8	Non-Skid 25 TA Vault Lids	\$980
CO9	Add'l 62nd Drainage System	\$22,555
Change Orders Executed Since Last Receive and File Report (9/14/2015):		
C10	ITS Credit	(\$11,879)
C11	Wall 5 Revision	\$95,283
C12	61st Traffic Loops	\$3,886
C13	Wall 4 PGA Revision	\$5,600
C14	Ductile Iron Storm Sewer 18 in Diam	\$8,123
C15	Offset Illumination Foundations	\$7,920
C16	Cottonwood Tree Removal - 61 st	\$14,323
C17	Wall 4 Access	\$3,905
Total		\$186,589

Puget Sound Energy (PSE) Change Estimates: PSE has issued the following change estimates to the City's project agreement to account for temporary work performed by their crews and additional costs incurred to accommodate constructing the project. The construction management team and PSE do not anticipate much, if any, additional temporary work needed moving forward. Once the utility conversions are completed, City and PSE staff will meet to review the estimates and reconcile actual project costs.

Ref No	PSE Change Estimate (CE) Title	CE Amount	Responsibility		
			City	NUD	PSE
CE1	Increased 2015 Labor Rates	\$16,359	\$6,544		\$9,815
CE2	Temp Jack in the Box Service	\$10,761	\$10,761		
CE3	De-Energize 62nd for Wall Constr.	\$4,609	\$4,609		
CE4	Temp Passport Travel Service	\$4,290	\$4,290		
CE5	Completing CE3 at night (OT)	\$7,664	\$7,664		
CE6	Transfer Services from old to new pole - Tai Ho	\$6,843	\$6,843		
CE7	Transfer Services from old to new pole - Sherwin Williams / Les Schwab	\$8,874	\$8,874		
CE8	Additional inspection time (original est. based on 75 feet of JUT per day)	\$9,223	\$3,689		\$5,534
CE9	Relocate 62nd Ave NE pole (property owner request approved by Council)	\$19,075	\$19,075		
CE10	Wall 4 equip clearance (moving lines over)	\$8,384	\$8,384		
CE11	Relocating 61 st pole and guy wire for water main installation	\$5,533		\$5,533	
CE12	Final True-Up Inspection Hours	\$46,073	\$18,429		\$27,644
Total		\$147,688	\$99,162	\$5,533	\$42,993

Projected Bid Item Over/Unders: In the cost to complete estimate, several bid items are projected to overrun. The most significant projected overrun is traffic control labor. The bid quantity for *Flaggers* was estimated at 4,500 hours (which equates to roughly 2 flaggers per 8-hour shift for 280 working days). The construction management team estimates that the *Flaggers* quantity will overrun by 227% (on average 4.5 flaggers a day). It became evident during construction of the north side that additional traffic control labor would be needed to accommodate the highly traveled business driveways, and cross streets within the project limits to maintain project safety. *Other Traffic Control Labor* bid item (which pays for labor to set up / breakdown traffic control

Attachment A

CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 15-255

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, AMENDING THE CITY'S PURCHASING AND CONTRACTING POLICIES ADOPTED UNDER RESOLUTION NO. 11-190 TO AUTHORIZE CHANGE ORDER AMOUNTS FOR THE SR 522 WEST A PROJECT WITHIN APPROVED BUDGET AND REPEALING RESOLUTION NO. 09-173.

WHEREAS, RCW 35A.11.010 and RCW 35A.11.020 authorize the City Council to contract and purchase on behalf of the City; and

WHEREAS, in 2009 the City Council adopted Resolution No. 09-173, authorizing certain change order amounts for capital construction projects; and

WHEREAS, in 2011 the City Council adopted Resolution No. 11-190, which updated and adopted the City's purchasing and contracting policies, and which also authorized change order amounts for capital construction projects; and

WHEREAS, the City Council desires to repeal Resolution No. 09-173, as it has been updated and superseded by Resolution No. 11-190,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Amendment. That portion of Section IV.A. of Resolution No. 11-190, entitled "Change Orders," is amended to read as follows:

Change Orders:

- A. Except as provided in Section B below, the City Council authorizes the City Manager and the City Engineer to approve changes to work or contract for capital construction projects in the following amounts not to exceed in the aggregate the approved project budget:

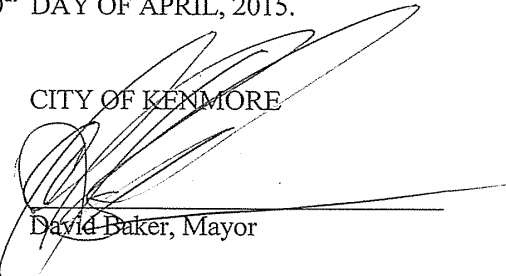
City Manager:	\$50,000
City Engineer/Public Works Director:	\$25,000
- B. The City Council authorizes the City Manager, City Engineer/Public Works Director and Project Manager to approve changes to work or contract for the SR 522 West A project, in the following amounts not to exceed in the aggregate the approved project budget:

Project Manager:	\$10,000
City Engineer/Public Works Director:	\$50,000
City Manager or Designee:	\$150,000

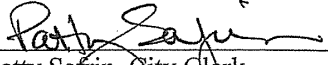
Section 2. Repealed. Resolution No. 09-173 is hereby repealed

ADOPTED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 20th DAY OF APRIL, 2015.

CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Patty Safin, City Clerk

FILED WITH THE CITY CLERK: April 14, 2015
PASSED BY THE CITY COUNCIL: April 20, 2015
RESOLUTION NO. 15-255



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: On-Call Contract 12-C1082 with Perteet, Inc. Proposed Council Action/Motion: Extend On-Call Contract 12-C1082 with Perteet, Inc. through December 31, 2017	For Council Meeting Agenda of: 01/25/2016 Department: <u>Engineering</u> Prepared by: <u>Kent Vaughan</u> To Be Presented By: <u>N/A</u> <u>Initial & Date</u> Approved by Department Head: <u>KMO 1/12/16</u> Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature] 1/14/16</u> Approved by City Manager: <u>AK</u> Exhibits/Attachments: Attachment A. Amendment No. 5	
Expenditure Required: \$0	Amount Budgeted \$1,272,500	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> In late 2012, the City advertised for professional engineering services to complete various transportation and parks capital projects. The contract was awarded to Perteet, Inc. and was planned for a two-year commitment (2013-14) with an option to renew for a third year (2015). The City exercised the 2015 option, and the contract is set to expire on January 29, 2016. The contracted amount is \$1,272,500. There are several task orders awarded under this contract that have not been completed to date. On-going tasks include: <u>TASK ORDER 6: Tolt Trail Project</u> - This project is expected to be constructed in 2016. As Perteet is the engineer of record, the City will contract with Perteet to provide as needed support services during construction in order to respond to contractor RFIs, potential design issues, and review material submittals. <u>TASK ORDER 15: Log Boom Pedestrian Bridge</u> - This project is expected to be constructed in 2016. As Perteet is the engineer of record, the City will contract with Perteet to provide as needed support services during construction in order to respond to contractor RFIs, potential design issues, and review material submittals. <u>TASK ORDER 25: NE 181st Street NORTH Sidewalk</u> - Design is at 60% completion. Design was temporarily placed on hold to allow the City an opportunity to discuss possible angled parking options on NE 181st Street with the property owner of the vacant parcel next to Public Storage. The City held several discussions in 2015 with the property owner and it appears that re-development is likely several years out. The City intends to resume design in 2016 as planned without angled parking for construction in 2017. As Perteet is the engineer of record, the City will contract with Perteet to provide as needed support services during construction in order to respond to contractor RFIs, potential design issues, and review material submittals. <u>TASK ORDER 27: NE 181st Street SOUTH Sidewalk</u> - Design is currently at 100% and is being finalized for advertisement in February 2016. As Perteet is the engineer of record, the City will contract with Perteet to provide as needed support services during construction in order to respond to contractor RFIs, potential design		

issues, and review material submittals.

TASK ORDER 28: Americans with Disabilities Act (ADA) Assessment – Remaining work under this task order includes completion of the ADA procedures manual for the City, and finalizing data gathering with the device rented from Perteet, Inc.

TASK ORDER 30: NE 202nd Street Safe Routes to Schools – Design is underway and construction is expected in 2017. As Perteet is the engineer of record, the City will contract with Perteet to provide as needed support services during construction in order to respond to contractor RFIs, potential design issues, and review material submittals.

STAFF RECOMMENDATION: In order to complete existing task orders awarded under this contract, additional time and services are needed. Staff recommends that this contract be extended through the end of 2017 to complete the above tasks.

FISCAL CONSIDERATION:

Through October 2015, \$942,575 of the \$1,272,500 in contract authority has been expended, leaving a balance of \$329,924 in unspent contract authority to complete the remaining tasks above.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

CONTRACT FOR CONSULTANT SERVICES
CONTRACT NO. 12-C1082
AMENDMENT NO. 5

The Contract for Consultant Services, Contract No. 12-C1082, between the City of Kenmore and Perteet Inc., dated January 29, 2013 ("Contract"), is amended as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Section 3, titled "Duration of Agreement", is amended to read as follows:

The Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ___th day of January, 2016.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Rob Karlinsey

Title: _____

Title: City Manager

Address: _____



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: On-Call Contract 12-C1081 with Osborn Consulting Incorporated	For Council Meeting Agenda of: 01/25/2016 Department: <u>Public Works</u> Prepared by: <u>Kris Overleese, PE</u> To Be Presented By: <u>N/A</u>											
Proposed Council Action/Motion: Extend On-Call Contract 12-C1081 with Osborn Consulting Incorporated through December 31, 2017	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Initial & Date</td> <td></td> </tr> <tr> <td style="text-align: right;">Approved by Department Head:</td> <td><u>KV for KO</u></td> </tr> <tr> <td style="text-align: right;">Approved by City Attorney:</td> <td><u>NA</u></td> </tr> <tr> <td style="text-align: right;">Approved by Finance Director:</td> <td><u>[Signature] 1/19/16</u></td> </tr> <tr> <td style="text-align: right;">Approved by City Manager:</td> <td><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: Attachment A. Amendment 4 with Osborn Consulting		Initial & Date		Approved by Department Head:	<u>KV for KO</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>[Signature] 1/19/16</u>	Approved by City Manager:	<u>[Signature]</u>
Initial & Date												
Approved by Department Head:	<u>KV for KO</u>											
Approved by City Attorney:	<u>NA</u>											
Approved by Finance Director:	<u>[Signature] 1/19/16</u>											
Approved by City Manager:	<u>[Signature]</u>											
Expenditure Required: \$307,000	Amount Budgeted \$1,006,000	Appropriation Required \$0										
<u>INFORMATION/BACKGROUND:</u> In late 2012, the City advertised for professional engineering services to complete various surface water and parks capital projects. The contract was awarded to Osborn Consulting, Incorporated (Osborn) and was planned for a two-year commitment (2013-14) with an option to renew for a third year (2015). The City exercised the 2015 option, and the contract is set to expire on January 29, 2016. The contracted amount is currently \$1,006,000. There are several task orders awarded under this contract that have not been completed to date. On-going tasks/projects include (but may not be limited to): <u>TASK ORDER 7: Rhododendron Park Phase 1</u> - Osborne staff helped prepare the conceptual plan for the boardwalk and boat shed at Rhododendron Park. Their team also prepared all of the environmental permitting documents for the project. Continuing to use the same team throughout the development of this project will help ensure continuity in the permitting and construction documents. <u>TASK ORDER 14: NE 192nd Drainage Project</u> - This project is expected to be constructed in 2016 assuming permitting and fish window agreements can be made with permit agencies. As Osborn is the engineer of record, the City will contract with Osborn to provide as needed support services during construction in order to respond to contractor RFIs, potential design issues, and review material submittals. <u>STAFF RECOMMENDATION:</u> In order to complete existing task orders awarded under this contract, additional time and services are needed. Staff recommends that this contract be extended through the end of 2017 to complete the above tasks. No new projects will be given to Osborn and new work will be given to the new consultant selected for on-call work.												
<u>FISCAL CONSIDERATION:</u> Through October 2015, \$699,000 of the \$1,006,000 in contract authority has been expended, leaving a balance of \$307,000 in unspent contract authority to complete the remaining tasks above.												
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council goal 15: To address watershed issues affecting the City												

CONTRACT FOR CONSULTANT SERVICES
CONTRACT NO. 12-C1081
AMENDMENT NO. 4

The Contract for Consultant Services, Contract No. 12-C1082, between the City of Kenmore and Osborn Consulting Incorporated, dated January 29, 2013 ("Contract"), is amended as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Section 3, titled "Duration of Agreement", is amended to read as follows:

The Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this __th day of January, 2016.

CONSULTANT:

BY: _____

Title: _____

Address: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

Title: City Manager _____

TAX RATE

The statutory tax rate cannot exceed 0.002 unless the increase is voter approved (and unless grandfathered due to an effective date prior to January 1, 1982). The first \$20,000 of gross receipts are exempt from tax unless a higher level is desired by the City. There are no restrictions on the manner in which city B&O tax revenues may be used and these taxes will be credited to the General Fund. As a new B&O tax, it is subject to referendum procedure (RCW 35.21.706).

ADMINISTRATION

The B&O tax at the City level is not administered by the Washington State Department of Revenue. The City would create its own reporting form and determine the frequency of filing and paying. The City would be responsible for any audit, refunds, assessment of penalties or interest in case of late or non-payment (ie: enforcement). Administrative provisions would be determined by the City and enacted through an additional model ordinance. Due to the number of decisions and other considerations that need to be resolved regarding administration of the tax, the administrative ordinance has not yet been completed but will be brought to the City Council in the first quarter of 2016.

FISCAL CONSIDERATION:

There is no direct expenditure required as a result of this action; costs incurred include City Attorney and staff time.

Due to confidentiality restrictions regarding taxpayer identification and taxable receipts, no information on potential revenue is provided.

COUNCIL VISION OBJECTIVES BEING ADDRESSED:

See Kenmore's Vision Statement in the Comprehensive Plan adopted in 2015.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0414**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, ESTABLISHING A BUSINESS AND
OCCUPATION TAX ON HEAVY MANUFACTURING IN THE
CITY; ADDING A NEW CHAPTER 3.75 TO THE KENMORE
MUNICIPAL CODE; PROVIDING FOR SEVERABILITY,
REFERENDUM PROCEDURES, AND AN EFFECTIVE DATE.**

WHEREAS, the Washington Constitution, Article XI, Section 12 allows the legislature to grant municipalities the power to assess and collect taxes for municipal purposes; and

WHEREAS, in RCW 35A.11.020 and RCW 35A.82.020 the legislature has authorized code cities, such as the City of Kenmore, to license for revenue and to enact a tax on the gross receipts of a business; and

WHEREAS, in accordance with RCW 35.21.710, the taxing authority granted to cities for taxes upon business activities measured by gross receipts or gross income from sales shall not exceed a rate of 0.0020; and

WHEREAS, in Chapter 35.102 RCW, and legislature directed that a model business and occupation tax ordinance be developed and prepared, and requires that any city seeking to impose a business and occupation tax must adopt the mandatory provisions of the model ordinance; and

WHEREAS, the provisions of this Ordinance meet the requirements of Chapter 35.102 RCW; and

WHEREAS, the City Council has determined that imposing a business and occupation tax on the value of the products of heavy manufacturing in the City is in the best interests of the City, and will serve the health, safety and general welfare of the general public; and

WHEREAS, businesses engaged in heavy manufacturing, which includes the mechanical, physical or chemical transformation of materials, substances, or components into new products, are likely to generate noise, lighting and odor that adversely affect the health, safety and welfare of the residents and citizens of the City; and

WHEREAS, the City has prohibited new heavy manufacturing uses in all business and commercial zones of the City; and

WHEREAS, despite such use prohibition, heavy manufacturing businesses are currently located and operating in some business and commercial zones of the City; and

WHEREAS, existing City ordinances have not adequately protected the residents and citizens of the City from the adverse effects of heavy manufacturing noise, lighting and odor; and

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

Section 1. A new Chapter 3.75 entitled "Business and Occupation Tax" is hereby enacted to read as follows:

CHAPTER 3.75 BUSINESS AND OCCUPATION TAX

3.75.010 Purpose. This section implements Washington Constitution Article XI, Section 12, and RCW 35A.82.020 and 35A.11.020, which give municipalities the authority to license for revenue. In the absence of a legal or constitutional prohibition, municipalities have the power to define taxation categories as they see fit in order to respond to the unique concerns and responsibilities of local government. It is intended that this chapter be as uniform as possible among the various municipalities and consistent with the mandatory requirements of Chapter 35.102 RCW for municipalities. Uniformity with provisions of state tax laws should not be presumed, and references in this section to statutory or administrative rule changes do not mean state tax statutes or rules promulgated by the Department of Revenue.

3.75.020 Exercise of revenue license power. The provisions of this chapter shall be deemed an exercise of the power of the City to license for revenue. The provisions of this chapter are subject to periodic statutory or administrative rule changes or judicial interpretations of the ordinances or rules. The responsibility rests with the licensee or taxpayer to reconfirm tax computation procedures and remain in compliance with the City code.

3.75.028 Administrative Provisions. The administrative provisions contained in chapter 3.80 shall be fully applicable to the provisions of this chapter except as expressly stated to the contrary herein.

3.75.030 Definitions. In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

- A. "Business."** "Business" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.
- B. "Business and occupation tax."** "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.
- C. "Commercial or industrial use."** "Commercial or industrial use" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

- (1) Any use as a consumer; and
- (2) The manufacturing of articles, substances or commodities.

D. "Delivery." "Delivery" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (Title 62A RCW) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

E. "Digital automated service," "digital code," and "digital goods" have the same meaning as in RCW 82.04.192.

F. "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

G. "Eligible gross receipts tax." "Eligible gross receipts tax" means a tax which:

- (1) Is imposed on the act or privilege of engaging in business activities within section 3.75.050; and
- (2) Is measured by the gross volume of business, in terms of gross receipts and is not an income tax or value added tax; and
- (3) Is not, pursuant to law or custom, separately stated from the sales price; and
- (4) Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
- (5) Is a tax imposed by a local jurisdiction, whether within or without the State of Washington, and not by a Country, State, Province, or any other non-local jurisdiction above the County level.

H. "Engaging in business."

(1) "Engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to register and obtain a business license or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1) above. If an activity is not listed, whether it constitutes engaging in

business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and may subject them to pay City business and occupation tax.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(q) Accepting or executing a contract with the City, irrespective of whether goods or services are delivered within or without the City, or whether the person's office or place of business is within or without the City.

(4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license and pay tax.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4) above.

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

I. "Extracting." "Extracting" is the activity engaged in by an extractor and is reportable under the extracting classification.

J. "Extractor." "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of farmer.

K. "Extractor for Hire" "Extractor for hire" means a person who performs under contract necessary labor or mechanical services for an extractor.

L. "Gross income of the business." "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest,

discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

M. "Gross proceeds of sales." "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

N. "Heavy Manufacturing." "Heavy Manufacturing" as defined in Kenmore Municipal Code 18.20.1676 means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is likely to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, radiation, poisons, pesticides, or other hazardous materials, fire or explosion hazards, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Heavy manufacturing facilities use larger quantities of raw materials and may require significant outdoor storage. Examples include concrete manufacture, asphalt batch plants, mass production of commercial or recreational vehicles or large machinery, production of industrial organic and inorganic chemicals, animal slaughtering, and refining, extruding, rolling, or drawing of ferrous or nonferrous metals.

O. "Manufacturing." "Manufacturing" means the activity conducted by a manufacturer and is reported under the manufacturing classification.

P. "Manufacturer," "to manufacture."

(1) "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer.

(2) "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- (a) The production of special made or custom made articles;
- (b) The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- (c) Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- (d) The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other

than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

Q. "Person." "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise and the United States or any instrumentality thereof.

R. "Retailing." "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

S. "Retail Service." "Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(1) Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.

(2) Abstract, title insurance, and escrow services;

(3) Credit bureau services;

(4) Automobile parking and storage garage services;

(5) Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;

(6) Service charges associated with tickets to professional sporting events; and

(7) The following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, turkish bath services, escort services, and dating services.

(8) The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

T. "Sale," "casual or isolated sale."

(1) "Sale" means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

(2) "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

U. "Sale at retail," "retail sale."

(1) "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

(a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

(b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

(c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.

(f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (7) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

(2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under 3.75.050(1), at such time as the City imposes a business and occupation tax on retail sales under that section.

(3) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall

also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;

(f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

(g) The installing, repairing, altering, or improving of digital goods for consumers;

(h) The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(4) "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

(5) (a) "Sale at retail" or "retail sale" shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (5)(a), the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten

computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

The term "sale at retail" or "retail sale" does not include the sale of or charge made for:

- (i) Custom software; or
- (ii) The customization of prewritten software.

(b)(i) The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(ii)(A) The service described in (b)(i) of this subsection 5 includes the right to access and use prewritten software to perform data processing.

(B) For purposes of this subsection (b)(ii) "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(6) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

(7) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(9) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. [This should be reported under the service and other classification.]

(10) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. [This should be reported under the service and other classification.]

(11) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

- (a) Sales in which the seller has granted the purchaser the right of permanent use;
- (b) Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- (c) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- (d) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

A retail sale of digital goods, digital codes, or digital automated services under this subsection (11) includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(12) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

V. "Sale at wholesale," "wholesale sale." "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in [insert reference to "sale at retail" section 5(b)(i)], which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

W. "Services." "Services" mean those activities that do not fall within one of the other tax classifications defined by this Chapter.

X. "Taxpayer." "Taxpayer" means any "person", as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

Y. "Value proceeding or accruing." "Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

Z. "Value of products."

(1) The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale

or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

(2) Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the City, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The Director may prescribe rules for the purpose of ascertaining such values.

(3) Notwithstanding subsection (2) above, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (2) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

AA. "Wholesaling." "Wholesaling" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

3.75.050 Imposition of the tax - tax or fee levied.

A. Except as provided in subsection (2) of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the City, whether the person's office or place of business is within or without the City. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

(1) Commencing on April 1, 2016, upon every person engaging within the City in business as a heavy manufacturer, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of 0.002. The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the City.

B. The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the City during any calendar year is equal to or less than \$20,000, or is equal to or less than \$5,000 during any quarter if on a quarterly reporting basis.

3.75.070 Multiple activities credit when activities take place in one or more cities with eligible gross receipt taxes.

A. Persons who engage in business activities that are within the purview of two or more subsections of KMC 3.75.050 shall be taxable under each applicable subsection, if at any time there are two or more subsections of KMC 3.75.050.

B. Notwithstanding anything to the contrary herein, if imposition of the City's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the City's tax, and still apply the City tax to as much of the taxpayer's activities as may be subject to the City's taxing authority.

C. To take the credit authorized by this section, a taxpayer must be able to document that the amount of tax sought to be credited was paid upon the same gross receipts used in computing the tax against which the credit is applied.

D. Credit for persons that sell in the City products that they extract or manufacture. Persons taxable under the heavy manufacturing classification with respect to selling products in this City shall be allowed a credit against those taxes for any eligible gross receipts taxes paid (1) with respect to the manufacturing of the products sold in the City, and (2) with respect to the extracting of the products, or the ingredients used in the products, sold in the City. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products.

E. Credit for persons that manufacture products in the City using ingredients they extract. Persons taxable under the heavy manufacturing classification with respect to manufacturing products in this City shall be allowed a credit against those taxes for any eligible gross receipts tax paid with respect to extracting the ingredients of the products manufactured in the City. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the manufacturing of those products.

F. Credit for persons that sell within the City products that they print, or publish and print. Persons taxable under the heavy manufacturing classification with respect to selling products in this City shall be allowed a credit against those taxes for any eligible gross receipts taxes paid with respect to the printing, or the printing and publishing, of the products sold within the City. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products.

3.75.075 Deductions to prevent multiple taxation of manufacturing.

Person manufacturing products within and without. A person manufacturing products within the City using products manufactured by the same person outside the City may deduct from the measure of the manufacturing tax the value of products manufactured outside the City and included in the measure of an eligible gross receipts tax paid to the other jurisdiction with respect to manufacturing such products.

3.75.076 Assignment of gross income derived from intangibles.

Gross income derived from the sale of intangibles such as royalties, trademarks, patents, or goodwill shall be assigned to the jurisdiction where the person is domiciled (its headquarters is located).

3.75.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.

Gross income, other than persons subject to the provisions of chapter 82.14A RCW, shall be allocated and apportioned as follows:

A. Gross income derived from all activities shall be allocated to the location where the activity takes place.

B. In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

C. In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

(1) The seller's place of business if the purchaser receives the digital product at the seller's place of business;

(2) If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;

(3) If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;

(4) If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and

(5) If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW 82.04.050(2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

D. If none of the methods in subsection C for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections C.1 through C.5, then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection D. The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections C.1 through C. 5 are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.

E. For purposes of subsections C.1 through C.5 above, "receive" has the same meaning as in RCW 82.32.730.

F. Gross income derived from activities taxed as services and other activities (city does not tax retail services) shall be apportioned to the city by multiplying apportionable income by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

(1) The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:

(a) The individual is primarily assigned within the city;

(b) The individual is not primarily assigned to any place of business for the tax period and the employee performs fifty percent or more of his or her service for the tax period in the city; or

(c) The individual is not primarily assigned to any place of business for the tax period, the individual does not perform fifty percent or more of his or her service in any city and the employee resides in the city.

(2) The service income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if:

(a) The customer location is in the city; or

(b) The income-producing activity is performed in more than one location and a greater proportion of the service-income-producing activity is performed in the city than in any other location, based on costs of performance, and the taxpayer is not taxable at the customer location; or

(c) The service-income-producing activity is performed within the city, and the taxpayer is not taxable in the customer location.

(3) If the allocation and apportionment provisions of this subsection do not fairly represent the extent of the taxpayer's business activity in the city or cities in which the taxpayer does business, the taxpayer may petition for or the tax administrators may jointly require, in respect to all or any part of the taxpayer's business activity, that one of the following methods be used jointly by the cities to allocate or apportion gross income, if reasonable:

(a) Separate accounting;

(b) The use of a single factor;

(c) The inclusion of one or more additional factors that will fairly represent the taxpayer's business activity in the city; or

(d) The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer's income.

G. The definitions in this subsection apply throughout this section.

(1) "**Apportionable income**" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

(2) "**Compensation**" means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual's gross income under the federal internal revenue code.

(3) "**Individual**" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

(4) "**Customer location**" means the city or unincorporated area of a county where the majority of the contacts between the taxpayer and the customer take place.

(5) "**Primarily assigned**" means the business location of the taxpayer where the individual performs his or her duties.

(6) "**Service-taxable income**" or "**service income**" means gross income of the business subject to tax under either the service or royalty classification.

(7) "**Tax period**" means the calendar year during which tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once per year, taxpayers shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the

reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.

(8) "**Taxable in the customer location**" means either that a taxpayer is subject to a gross receipts tax in the customer location for the privilege of doing business, or that the government where the customer is located has the authority to subject the taxpayer to gross receipts tax regardless of whether, in fact, the government does so.

H. Assignment or apportionment of revenue under this Section shall be made in accordance with and in full compliance with the provisions of the interstate commerce clause of the United States Constitution where applicable.

3.75.090 Exemptions.

A. **Public utilities.** This chapter shall not apply to any person in respect to a business activity with respect to which tax liability is specifically imposed.

B. **Investments - dividends from subsidiary corporations.** (a) This chapter shall not apply to amounts derived by persons, other than those engaging in banking, loan, security, or other financial businesses, from investments or the use of money as such, and also amounts derived as dividends by a parent from its subsidiary corporations.

C. **Insurance business.** This chapter shall not apply to amounts received by any person who is an insurer or their appointed insurance producer upon which a tax based on gross premiums is paid to the state pursuant to RCW 48.14.020, and provided further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to gross income derived from the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

D. **Employees.**

(1) This chapter shall not apply to any person in respect to the person's employment in the capacity as an employee or servant as distinguished from that of an independent contractor. For the purposes of this subsection, the definition of employee shall include those persons that are defined in the Internal Revenue Code, as hereafter amended.

(2) A booth renter is an independent contractor for purposes of this chapter.

E. **Amounts derived from sale of real estate.** This chapter shall not apply to gross proceeds derived from the sale of real estate. This, however, shall not be construed to allow an exemption of amounts received as commissions from the sale of real estate, nor as fees, handling charges, discounts, interest or similar financial charges resulting from, or relating to, real estate transactions. This chapter shall also not apply to amounts received for the rental of real estate if the rental income is derived from a contract to rent for a continuous period of thirty (30) days or longer.

F. **Mortgage brokers' third-party provider services trust accounts.** This chapter shall not apply to amounts received from trust accounts to mortgage brokers for the payment of third-party costs if the accounts are operated in a manner consistent with RCW 19.146.050 and any rules adopted by the director of financial institutions.

G. **Amounts derived from manufacturing, selling or distributing motor vehicle fuel.** This chapter shall not apply to the manufacturing, selling, or distributing motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW 82.36.010 and exempt under RCW 82.36.440, provided that any fuel not subjected to the state fuel excise tax, or any other applicable deduction or exemption, will be taxable under this chapter.

H. **Amounts derived from liquor, and the sale or distribution of liquor.** This chapter shall not apply to liquor as defined in RCW 66.04.010 and exempt in RCW 66.08.120.

I. **Casual and isolated sales.** This chapter shall not apply to the gross proceeds derived from casual or isolated sales.

J. **Accommodation sales.** This chapter shall not apply to sales for resale by persons regularly engaged in the business of making retail sales of the type of property so sold to other persons similarly engaged in the business of selling such property where (1) the amount paid by the buyer does not exceed the amount paid by the seller to the vendor in the acquisition of the article and (2) the sale is made as an accommodation to the buyer to enable the buyer to fill a bona fide existing order of a customer or is made within fourteen days to reimburse in kind a previous accommodation sale by the buyer to the seller.

K. **Taxes collected as trust funds.** This chapter shall not apply to amounts collected by the taxpayer from third parties to satisfy third party obligations to pay taxes such as the retail sales tax, use tax, and admission tax.

3.75.100 Deductions. In computing the license fee or tax, there may be deducted from the measure of tax the following items:

A. **Receipts from tangible personal property delivered outside the State.** In computing tax, there may be deducted from the measure of tax under retailing or wholesaling amounts derived from the sale of tangible personal property that is delivered by the seller to the buyer or the buyer's representative at a location outside the State of Washington.

B. **Cash discount taken by purchaser.** In computing tax, there may be deducted from the measure of tax the cash discount amounts actually taken by the purchaser. This deduction is not allowed in arriving at the taxable amount under the extracting or manufacturing classifications with respect to articles produced or manufactured, the reported values of which, for the purposes of this tax, have been computed according to the "value of product" provisions.

C. **Credit losses of accrual basis taxpayers.** In computing tax, there may be deducted from the measure of tax the amount of credit losses actually sustained by taxpayers whose regular books of account are kept upon an accrual basis.

D. **Constitutional prohibitions.** In computing tax, there may be deducted from the measure of the tax amounts derived from business which the City is prohibited from taxing under the Constitution of the State of Washington or the Constitution of the United States.

E. **Receipts From the Sale of Tangible Personal Property and Retail Services Delivered Outside the City but Within Washington.** Amounts included in the gross receipts reported on the tax return derived from the sale of tangible personal property delivered to the buyer or the buyer's representative outside the City but within the State of Washington may be deducted from the measure of tax under the retailing, retail services, or wholesaling classification.

F. **Professional employer services.** In computing the tax, a professional employer organization may deduct from the calculation of gross income the gross income of the business derived from performing professional employer services that is equal to the portion of the fee charged to a client that represents the actual cost of wages and salaries, benefits, workers' compensation, payroll taxes, withholding, or other assessments paid to or on behalf of a covered employee by the professional employer organization under a professional employer agreement.

G. **Interest on investments or loans secured by mortgages or deeds of trust.** In computing tax, to the extent permitted by Chapter 82.14A RCW, there may be deducted from the measure of tax by those engaged in banking, loan, security or other financial businesses, amounts

derived from interest received on investments or loans primarily secured by first mortgages or trust deeds on non-transient residential properties.

3.75.120 Tax part of overhead.

It is not the intention of this chapter that the taxes or fees herein levied upon persons engaging in business be construed as taxes or fees upon the purchasers or customer, but that such taxes or fees shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the cost of doing business of such persons.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Referendum Procedure. The provisions of this Ordinance are subject to the referendum procedure as follows:

A. A referendum petition seeking to repeal this Ordinance shall be filed with the City Clerk, who shall be designated the person to receive petitions of all types, within seven days of the passage by the City Council of this Ordinance.

B. Within ten days, the City Clerk shall confer with the petitioner concerning the form and style of the petition, issue an identification number for the petition, and cause to be written a ballot title for the measure.

C. The ballot title shall be posed as a question, so that an affirmative answer to the question and an affirmative vote on the measure results in the tax being imposed, and a negative answer to the question and a negative vote on the measure results in the tax not being imposed. The petitioner shall be notified of the identification number and ballot title within this ten-day period.

D. After notification of the identification number and ballot title, the petitioner shall have thirty days in which to secure on petition forms the signatures of not less than fifteen percent of the registered voters of the City as of the last municipal general election, and to file the signed petitions with the City Clerk.

E. Each petition form shall contain the ballot title and the full text of the measure to be referred. The City Clerk shall verify the sufficiency of the signatures on the petitions. If sufficient valid signatures are properly submitted, the City Clerk shall cause the referendum measure to be submitted to the City voters at the next election within the City or at a special election as provided pursuant to RCW 35.17.260(2).

Section 4. Exclusive Procedure. Pursuant to RCW 35.21.706, the referendum procedure set forth in Section 3 above, shall be the exclusive referendum procedure for the

business and occupation tax imposed herein, and shall supersede the procedures, to the extent applicable, under Chapters 35.17 and 35A.11 RCW and all other statutory provisions for initiative or referendum which might otherwise apply.

Section 5. **Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

APPROVED by the City Council this 25th day of January, 2016.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

City Business (B&O) Tax Rates
Effective January 1, 2015

City	County	Phone #	Manufacturing Rate	Retail Rate	Services Rate	Wholesale Rate
Aberdeen	Grays Harbor	(360) 533-4100	0.002	0.003 e	0.00375 e	0.003 e
Algona	King	(253) 833-2897	0.00045	0.00045	0.00045	0.00045
Bainbridge Island*	Kitsap	(206) 780-8668	0.001	0.001	0.001	0.001
Bellevue	King	(425) 452-6851	0.001496	0.001496	0.001496	0.001496
Bellingham	Whatcom	(360) 778-8010	0.0017	0.0017	0.0044 e	0.0017
Bremerton	Kitsap	(360) 473-5311	0.0016	0.00125	0.002	0.0016
Burien*	King	(206) 241-4647	0.001	0.001	0.001	0.001
Cosmopolis	Grays Harbor	(360) 532-9230	0.001487	0.001487	0.001487	0.001487
Darrington	Snohomish	(360) 436-1131	0.00075	0.00075	0.00075	0.00075
Des Moines	King	(206) 878-4595	0.002	0.002	0.002	0.002
DuPont	Pierce	(253) 964-8121	0.001	0.001	0.001	0.001
Everett	Snohomish	(425) 257-8601	0.001	0.001	0.001	0.001
Everson	Whatcom	(360) 966-3411	0.002			0.002
Granite Falls	Snohomish	(360) 691-6441	0.002			0.002
Hoquiam	Grays Harbor	(360) 532-5700	0.002	0.002	0.002	0.002
Ilwaco	Pacific	(360) 642-3145	0.002	0.002	0.002	0.002
Issaquah	King	(425) 837-3054	0.0012	0.0012	0.0015	0.0012
Kelso	Cowlitz	(360) 423-0900	0.001	0.001	0.002	0.001
Kent*	King	(253) 856-6266	0.00046	0.00046	0.00152	0.00152
Lacey	Thurston	(360) 491-3214		0.001	0.002	
Lake Forest Park	King	(206) 368-5440	0.002	0.002	0.002	0.002
Long Beach	Pacific	(360) 642-4421	0.002	0.002	0.002	0.002
Longview	Cowlitz	(360) 442-5000	0.001	0.001	0.002	0.001
Mercer Island *	King	(206) 275-7783	0.001	0.001	0.001	0.001
North Bend	King	(425) 888-1211	0.002	0.002	0.002	0.002
Ocean Shores	Grays Harbor	(360) 289-2488	0.002	0.002	0.002	0.002
Olympia	Thurston	(360) 753-8327	0.001	0.001	0.002	0.001
Pacific	King	(253) 929-1100	0.002	0.002	0.002	0.002
Port Townsend	Jefferson	(360) 379-4409	0.002	0.002	0.002	0.002
Rainier	Thurston	(360) 446-2265	0.002	0.002	0.002	0.002
Raymond	Pacific	(360) 942-3451	0.002	0.002	0.002	0.002
Roy	Pierce	(253) 843-1113	0.001	0.002	0.002	0.001
Ruston	Pierce	(253) 759-3544	0.0011	0.00153	0.002	0.00102
Seattle	King	(206) 684-8300	0.00215 v	0.00215 v	0.00415 v	0.00215 v
Shelton	Mason	(360) 426-4491	0.001	0.001	0.001	0.001
Snoqualmie	King	(425) 888-1555	0.0015	0.0015	0.0015	0.0015
Tacoma	Pierce	(253) 591-5252	0.0011	0.00153	0.004 e	0.00102
Tenino	Thurston		0.002	0.002	0.002	0.002
Tumwater	Thurston	(360) 754-5855	0.001	0.001	0.002	0.001
Westport	Grays Harbor	(360) 268-0131	0.0025 e	0.005 e	0.005 e	0.0025 e
Yelm	Thurston	(360) 458-3244	0.001	0.002	0.002	0.001

Average

0.00149

0.00160

0.00200

0.00153

(v) = voter approved increase above statutory limit

(e) = rate higher than statutory limit because rate was effective prior to January 1, 1982 (i.e., grandfathered).

* For Bainbridge Island and Mercer Island, only gross receipts in excess of \$150,000 are subject to the tax. For Burien, only gross receipts in excess of \$200,000 are subject to the tax. For Kent, only gross receipts in excess of \$250,000 are subject to the tax.

NOTES:

Tax rates may apply to businesses categories other than those above. Exemptions, deductions, or other exceptions may apply in certain circumstances. Contact the city finance department for more information.

Renton enacted a B&O tax effective January 1, 2016. Black Diamond repealed its B&O tax effective January 1, 2008. Buckley repealed its B&O tax effective January 1, 2007.

Issaquah rate increase effective April 1, 2015.

Subject/Topic: Town Green Art: Artist Confirmation, Contract Approval, and Appropriation of Funds	For Council Meeting Agenda of: January 25 th , 2016	
	Department: City Manager's Office	
	Prepared by: Brennan Jernigan	
	Initial & Date Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager:  	
Proposed Council Action/Motion: Confirm selection of Peter Reiquam as the artist for the Town Green sculpture	Exhibits/Attachments: Attachment A: Contract for Artistic Design/Proposal Development Services (No. 15-C1472) Attachment B: Call to Artists (No. 15-C1472) Attachment C: Peter Reiquam Artist's Bio Attachment D: PowerPoint Presentation	
Approve the contract for artistic design/proposal development		
Appropriate \$120,000 for the project		
Expenditure Required \$120,000	Amount Budgeted see "Fiscal Consideration"	Appropriation Required \$120,000
<u>INFORMATION/BACKGROUND:</u> Ever since planning began for the Town Green, we have envisioned it as a place where residents and visitors could engage with and enjoy public art. Over time, it became clear that this "bulls-eye" of our downtown would be the perfect spot for an iconic sculptural piece that would be emblematic of our community. In response to this desire for a piece of iconic artwork, staff prepared a "Call to Artists" in consultation with the City Manager and with feedback from City Council members. This request for qualifications identified key expectations for the artwork— <i>be iconic and memorable, connect thematically to Kenmore, and make people smile</i> —and asked artists to submit letters of intent, resumes, and samples of past work . We published the call on our website and through 4Culture, the <i>Seattle Times</i> , and a number of web repositories for artist calls. We officially issued the call on September 28 th , 2015, and kept it open through October 26 th , 2015. During that time, we received applications from 26 artists residing in the Pacific Northwest. To help identify the best artist for the project, we put together an artist selection panel composed of Council members, the City Manager, art professionals, and members of the project's architectural design team. The panel first met on November 12 th and narrowed the pool of artists down to 4 finalists. Then, on December 10 th , the panel convened again to interview these four finalists. After in-depth interviews and deliberation, the panel demonstrated overwhelming support in favor of selecting Peter Reiquam as its final recommendation to Council. Peter Reiquam has 30 years of experience in public art and likes to create beautiful and iconic sculptures with a touch of humor. He has a passion for getting to know a community intimately before deciding on the imagery to include in his sculptures. In his application letter of intent, Peter wrote, "I approach the development of a new project in much the same way that an author begins a novel, by spending time in a place, walking its streets and boulevards, exploring its cultural offerings and eating in its cafes." We are confident that he will get to know our Kenmore community well and produce an enduring sculptural piece that will serve as an icon for Kenmore and contribute to the City's vibrant downtown center.		

The artist selection panel, in conjunction with City staff, will present Peter Reiquam as its recommendation for this project at the January 25th Council meeting, where Council will have an opportunity to approve the panel's selection.

If Council confirms the selection, the City will enter into a contract for design proposal services with the artist. Under this preliminary contract, the artist will be paid 20 percent of the art project's total budget to work through the research, conceptual proposal, and final design phases of the artwork. If the artist produces a proposal that meets the City's needs and expectations, the City will then enter into a contract for artwork implementation.

Project Timeline:

Artist design contract issued	January 2016
Research and idea generation	February-March 2016
Initial design development & approval	March-April 2016
Final design proposal & approval	April-May 2016
Artist implementation contract issued	May-June 2016
Artwork completion & installation	By June 2017

FISCAL CONSIDERATION:

While the contract currently under consideration only requires \$24,000 for research, conceptual proposal, and final design, the overall budgeted expenditure for the artwork is \$120,000.

Possible funding sources for this project include the following:

- *Public Art Fund:* Currently has a budgeted, unallocated fund balance of \$66,331
- *Kenmore Village Fund:* Funds may be available in the Kenmore Village fund, depending on the Town Green project costs, other operating costs, and income from the Post Office lease and the potential sale of the restaurant pad parcel. More will be known about the status of this fund toward the end of this year.
- *General Fund or Strategic Opportunities Fund*

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2. To continue to implement the Economic Development Plan with an emphasis on the following key points:

- Promote the image of Kenmore
- Create a vibrant walkable downtown

Priority-Based Budgeting Objective:

Collaboratively encourages and supports opportunities to focus on the arts, advance cultural enrichment, cultivate historic preservation, offer community events and provide life-long learning opportunities

CONTRACT FOR ARTISTIC DESIGN/PROPOSAL DEVELOPMENT SERVICES

B. The Artist expressly reserves every right available to him at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the artwork proposal, except as those rights are limited by this agreement. The Artist authorizes the City or its assigns to photograph, digitally and graphically reproduce by any and all means and media now or hereafter known, reproductions of the artwork proposal without prior consent of or additional compensation due to the Artist if such reproductions are for non-commercial, informational or educational uses, including but not limited to advertising, brochures, informational documents, and similar material.

C. The City shall assure that all reproductions by the City contain a credit to the Artist and a copyright notice substantially in the following form: "Copyright, Artist's name, all rights reserved, date," in such a manner and location as shall comply with the U.S. Copyright Laws.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Independent Contractor. The Artist and the City agree that the Artist is an independent contractor with respect to the services provided pursuant to this Agreement. The Artist will be solely responsible for its acts and for the acts of its agents, employees, sub-contractors or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Artist shall protect, defend, indemnify and save harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Artist in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. The City shall protect, defend, indemnify and save harmless the Artist, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Artist, its officers, officials, employees, agents and volunteers.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Artist shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

A. Minimum Scope of Insurance.

Artist shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Artist's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Visual Artists do NOT require professional liability insurance; however, in the event that services delivered as a part of this Contract require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional, such as structural review or engineering.

B. Minimum Amounts of Insurance.

Artist shall maintain the following insurance limits:

1. Automobile Liability insurance with limits no less than the minimum coverage as required by the State of Washington.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Artist's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. The Artist shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Artist before commencement of the work.

F. Notice of Cancellation. The Artist shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. **Failure to Maintain Insurance.** Failure on the part of the Artist to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Artist to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Artist from the City.

H. **No Limitation.** Artist's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Artist to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. **Record Keeping and Reporting.**

A. The Artist shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Artist shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. **Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, copies of all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Artist pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Artist shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Artist's insurance coverage is canceled for any reason, or if the Artist is unable to perform the services called for by this Agreement.

D. The Artist reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Artist shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Artist under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status,

presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Artist shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Artist represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Artist is asked to perform services for a project with which it may have a conflict, Artist will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Artist in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Artist shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Artist and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Artist shall be sent to the following address:

Peter Reiquam
6251 Carleton Ave. S
Seattle, WA 98108

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Artist, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

ARTIST

CITY OF KENMORE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services to be Provided by Artist. The Artist shall furnish services including, but not limited to, the following:

SCOPE OF SERVICE

CONTRACT FOR ARTISTIC DESIGN/PROPOSAL DEVELOPMENT SERVICES

Peter Reiquam ("Artist") has been selected to develop a conceptual artwork proposal ("Proposal") for the Kenmore Town Green ("Project"), in accordance with established policies and procedures of the City of Kenmore ("City"), based upon his creative skills and abilities.

The Artist agrees that an essential element of this agreement is the skill and creativity of the Artist. The Artist, therefore, shall not assign the creative or artistic portions of the work to another party without the consent of the City.

Background:

The City of Kenmore has selected the Artist to create a Proposal for a singular, iconic piece of outdoor sculptural artwork for the City's new Town Green, as defined in Attachment A, "Call for Artists (No. 15-C1472)". To complement the Town Green in design and purpose, the commissioned art piece is expected to *be iconic and memorable, connect to Kenmore in a recognizable way, and make people smile.*

The recommended location for the artwork is roughly trapezoidal in shape, approximately 110 square feet in area, and located on the northern edge of the Town Green. It is bounded by a short staircase to the east, turf and landscaping to the west, and a concrete seat wall to the south. While there is no specific height restriction, the nearby community building pavilion will be approximately 22 feet high, and the artwork should complement rather than overpower its surroundings. Other locations on the Town Green, as well as other dimensions, for the artwork may be discussed as the Artist works through the research and proposal design phases. The final location of the artwork and its specifications shall be determined by the City.

The City has allocated a budget for the development and design of the artwork and the Artist's participation with the City, through representatives or committees as determined by the City, that will not exceed \$24,000 payable as outlined in the Scope of Work.

In addition to this Proposal, the maximum allocated implementation budget for the artwork is \$96,000, for a combined total budget of \$120,000.

Section 1 - Scope of Work

I. Parties

The following consists of relevant parties pursuant to the Contract for Artistic Design/Proposal Development Services, City of Kenmore Contract No. 15-C1472 ("Agreement"). With the exception of the Artist, the relevant parties listed hereunder may be modified by the City at any time in its sole discretion. The parties hereunder are named to assist and promote the completion of the Proposal.

- a. "Artist" means Peter Reiquam;

- b. "Director of Community Development" means Debbie Bent;
- c. "Art Coordinator" means Brennan Jernigan;
- d. "Design Lead" means Matthew Porteous, Landscape Architect at Hewitt Architects;
- e. "Project Manager" means John Vicente;
- f. "General Contractor" means the general contractor for the Project.

II. Teams

The following defines teams and committees formed or to be formed by the City in order to effectuate the Agreement. The teams, committees, its members, and its actions may be amended, modified, and changed by the City and its relevant personnel at any time in its sole discretion.

- a. "Project Team" may include the following: Art Coordinator, Project Manager, Director of Community Development, Design Lead, or a combination of such.
- b. "Stakeholder Committee" may include a combination of City staff, City Council members, and community representatives.
- c. "Design Review Committee" may include art, design, and engineering professionals compiled by the City in its sole discretion for the purpose of reviewing the Proposal.

III. Artist's Scope of Work

1. Phase 1: Research and Preliminary Idea Generation

- a. Attend kickoff meeting with Project Team and designated City staff, as required by the Project Team and City.
- b. Participate in weekly check-ins with Art Coordinator, as required by the Art Coordinator.
 - i. Check-ins consist of communication with the Art Coordinator which may involve exchange of ideas, plans, and answering questions between the Artist and the Art Coordinator and City.
- c. Visit the Project site to identify important aspects of the built or cultural environment.
- d. Take necessary steps to become familiar with the community and to ensure a good working understanding of the Project's scope, impacts, context, and constituents.
- e. Attend meetings with Project Team, as required by the Project Team and/or City, to discuss integration of artwork into project site and possibility of adapting design/construction elements to better integrate the artwork.
 - i. It is expected that the Artist will work closely with the Project Team and the City, under the general direction of the Project Team.
- f. Conduct independent research as necessary to develop concepts and opportunities for artwork.
- g. Develop preliminary ideas for artwork.
- h. Attend a meeting with the Art Coordinator and Stakeholder Committee, as required by the Art Coordinator and Stakeholder Committee, to share work and preliminary ideas to date (including sketches and plans) and to receive feedback and direction.
- i. Consider and respond to concerns and feedback of the City, Project Team, Stakeholder Committee, and community regarding art concepts and ideas.
- j. **PAYMENT 1 RECEIVED AT THIS POINT. The applicable payment amount is reflected in Exhibit B. Terms of payment will be determined by the City in Exhibit B.**

2. Phase 2: Proposal Development and Presentation

- a. Participate in weekly check-ins with Art Coordinator, as required by the Art Coordinator.
- b. Attend ongoing meetings with Project Team, as required by the Project Team and/or City, to discuss integration of proposed artwork into the Project site and the possibility of adapting design/construction elements to better integrate the artwork.
- c. Attend meeting(s) with and receive feedback from the community or community representatives/user groups during the formulation of the Proposal, as required or approved by the City.
- d. Develop a complete and detailed Proposal that shall include but is not limited to the following:
 - i. Detailed design drawing(s) and/or model(s) of the proposed artwork, clearly indicating the scale and including at least one elevation.
 - ii. Indication of the placement of the artwork on a site plan.
 - iii. Artwork concept shown in the context of the site.
 - iv. Written description of the artwork that describes how it complements the mission and function of the City and the Project.
 - v. Description of the proposed materials and finishes, along with a description of their appropriateness for use in the Project environment. As part of this description, the Artist will explain how these materials may need to be maintained over time.
 - vi. If applicable, designation of any elements to be integrated into the Project's reconciled construction documents ("Construction Documents"). Each element must be clearly listed and identified in a written document. (Any work-order changes expected to be completed by the General Contractor will have been identified and determined in consultation with the Project Team prior to inclusion in the Proposal.)
 - vii. Budget for total artwork implementation not to exceed \$96,000. This amount is all inclusive. The budget shall include, but not be limited to, the following line items: all applicable state and federal taxes including Washington State Sales/Use Tax (9.5%); labor; materials; Artist's compensation; travel; transportation and installation of artwork; required insurance; and a minimum 10% project contingency.
- e. Attend a meeting with the Design Review Committee, as required by the Design Review Committee, to present the Proposal for approval and feedback.
 - i. It is anticipated that this meeting will occur in April 2016 but may be changed in the City's discretion.
 - ii. The Artist will be responsible for securing the support of the Art Coordinator and/or Project Team regarding the Proposal and for investigating and confirming the feasibility of the Proposal before presenting to the Design Review Committee.
- f. **PAYMENT 2 RECEIVED AT THIS POINT. The applicable payment amount is reflected in Exhibit B. Terms of payment will be determined by the City in Exhibit B.**

3. **Phase 3: Final Design**

- a. Participate in weekly check-ins with Art Coordinator, as required by the Art Coordinator.
- b. Attend ongoing meetings with Project Team, as required by the Project Team and/or City, to discuss integration of proposed artwork into the Project site and to coordinate

- the adaptation of design/construction elements to better integrate the artwork, if applicable.
- c. Ensure that Construction Documents are updated to reflect any Project elements that require modification to accommodate and integrate the artwork, as requested or approved by the Project Team and/or City.
 - i. Detailed drawing(s) of the artwork elements to be fabricated and included in the Project's Construction Documents may be required and the Artist will be expected to generate the necessary renderings and/or provide information to the architectural/engineering team for incorporation into its drawings and specifications in the City's sole discretion.
 - ii. All necessary Construction Document information must be provided by the deadline determined by the City.
 - d. Develop a complete and detailed final design proposal for the artwork ("Final Design") that shall incorporate any modifications based on input from the Design Review Committee. The Final Design will include but is not limited to the following:
 - i. Written description of the artwork that describes how it complements the mission and function of the City and/or the Project.
 - ii. If applicable, designation of any elements to be integrated into the Construction Documents and confirmation that those elements have been included in the Construction Documents (copy of Construction Documents).
 - iii. Detailed maintenance requirements.
 - iv. Detailed final budget for artwork implementation not to exceed \$96,000, with the limitations and line items as outlined above. The budget should include cost estimates from any additional fabricators, manufacturers, and installers. The Artist shall ensure that estimates for work include the appropriate estimate for escalation.
 - v. Schedule for development, fabrication, completion, and installation of the proposed artwork, with firm deadlines for completing each milestone. (This schedule will become part of the Artist's *Contract for Commissioned Artwork*.)
 - vi. List of all sub-contractors to be used for fabrication, manufacturing, and installation.
 - vii. Artwork construction/engineering documents that include technical specifications, construction/fabrication methods, thickness and gauge of materials to be used in the creation of all artwork elements, mounting techniques and requirements, and engineering documents or other consultant documents as necessary. If an engineering review is required for elements fabricated by the Artist or the Artist's sub-contractors, the Artist shall be responsible for securing independent engineering reviews and paying for those reviews.
 - e. Submit Final Design to the City for final approval to move forward with implementation.
 - f. **PAYMENT 3 RECEIVED AT THIS POINT. The applicable payment amount is reflected in Exhibit B. Terms of payment will be determined by the City in Exhibit B.**

Section 2 - General Guidelines for Artwork Design Development

- 1. In general, the design must be of a durable nature and the Artist must conform to safety, material and code standards. The Artist may be required to hire consultants to ensure that these standards are met. The Artist may also be responsible for hiring, and paying fees associated

with, consultants for any extraordinary engineering, lighting, or technical requirements resulting from the proposed artwork design. In the event that the proposed artwork does not conform to safety, material and code standards, the Artist may be required to make the necessary changes at the Artist's own expense.

2. The Artist will research and assist in the preparation of cost estimates working closely with the City. The Artist will be prepared to modify the artwork, its plans, drafts, and implementation procedures, among others, or seek alternatives in order to realize the Project within the established budget as requested by the City.
3. The City reserves the right to reject the artwork proposal at any stage and not to proceed to the implementation phase.
4. The City reserves the right to exhibit Proposal materials at its discretion. All Proposal materials will be held by the City for the purpose of display for a period of time to be agreed upon with the Artist. Models and original drawings will be returned to the Artist. All other Proposal materials will become the property of the City.
5. Artist's Proposal and related materials shall not contain any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, or otherwise objectionable in the City's sole discretion ("Objectionable Matter"). Artist shall agree that the City may request revisions without charge to the City if the Proposal and related materials contain any Objectionable Matter and the Artist will indemnify, defend, and hold the City harmless from any and all actions and/or suits related to any Objectionable Matter.
6. Artist's Proposal shall not contain any hazardous material.

Section 3. Schedule

1. The schedule is subject to change; however, at the time of the signing of this agreement, the following schedule for completion of project milestones is in place.

Research and Preliminary Idea Generation	February-March 2016
Proposal Development and Presentation	March-April 2016
Final Design	April-May 2016
Artwork Complete and Installed	By June 2017

EXHIBIT B

Rates for Services to be Provided by Artist. The Artist shall furnish the services in accordance with the following rates:

The Artist shall be paid \$24,000 for the Scope of Work in Exhibit A. This amount includes payment of any and all applicable taxes. Payments will be made at three times, based upon the Artist's completion of the corresponding phases of work (see Exhibit A), as set forth in the table below:

Payment 1 Phase 1: Research and Preliminary Idea Generation	\$8,000 via check
Payment 2 Phase 2: Proposal Development and Presentation	\$11,500 via check
Payment 3 Phase 3: Final Design	\$4,500 via check

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Artist: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE

P.O. Box 82607

Kenmore, WA 98028

Phone: (425) 398-8900

Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation

_____ Partnership

_____ Government Artist

_____ Individual/Proprietor

_____ Other
(explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

CALL TO ARTISTS (No. 15-C1472)

ICONIC OUTDOOR PUBLIC ART FOR KENMORE TOWN GREEN

ARTWORK BUDGET

\$120,000 (inclusive of design, engineering, fabrication, installation, travel costs, and applicable WA sales/use tax)

ELIGIBILITY

Open to professional artists or artist teams residing in the Pacific Northwest (Washington, Oregon, and British Columbia)

APPLICATION

Application materials must be submitted digitally using a Dropbox shared folder link (instructions provided hereafter)

DEADLINE

October 26, 2015, by 5:00 p.m. Pacific Standard Time; no application materials received after this time will be considered

ARTWORK OPPORTUNITY

The City of Kenmore, Washington, seeks an artist or artist team to create a singular, iconic piece of outdoor sculptural artwork for the City's new Town Green. The Town Green begins construction in October/November of this year and is scheduled for completion in summer 2016.

To complement the Town Green in design and purpose, the commissioned art piece is expected to do the following:

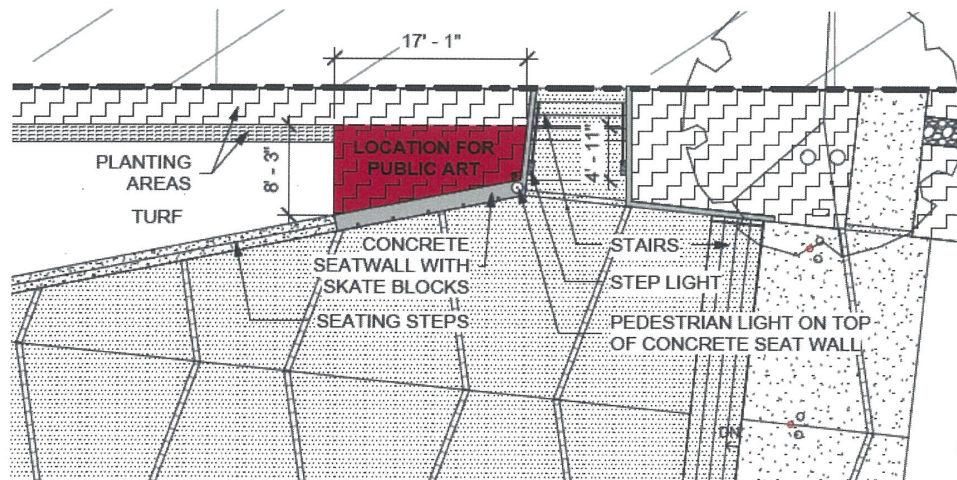
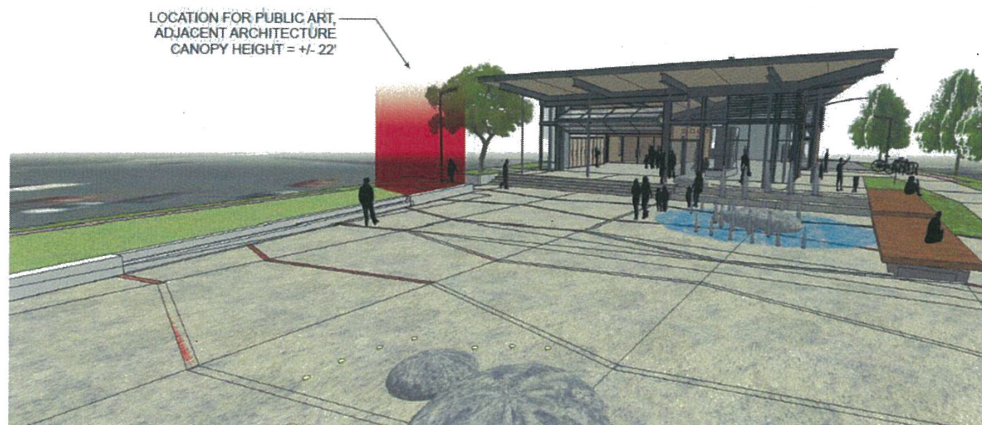
- *Be iconic and memorable.* The commissioned art piece will be one that visitors to the Town Green notice, remember, and associate with Kenmore thereafter.
- *Connect to Kenmore.* The commissioned art piece will connect thematically to Kenmore in a recognizable way.
- *Make people smile.* The commissioned artwork will engage and delight visitors of all ages who visit the Town Green. Art that is interactive or kinetic in nature is welcomed.

The recommended location for the artwork is roughly trapezoidal in shape, approximately 110 square feet in area, and located on the northern edge of the Town Green. It is bounded by a short staircase to the east, turf and landscaping to the west, and a concrete seat wall to the south. While there is no specific height restriction, the nearby community building pavilion will be approximately 22 feet high, and the artwork should complement rather than overpower its surroundings.

Other locations on the Town Green, as well as other dimensions, may be negotiated for the artwork once an artist/artist team is selected and enters into the research and design phases.

RENDERINGS

Recommended Location for Artwork



BACKGROUND

The Kenmore Town Green is a key component in the City's vision of creating a vibrant, walkable downtown center. The Town Green's construction, along with the development and construction taking place all around it, represents a huge milestone in Kenmore's growth as a community. Residents want to have a recognizable city center and to establish a sense of place—and the Town Green is one of the many elements coming together to make that happen.

The final Town Green design is the result of an involved community engagement process, in which residents were asked to express their desires for the new space in a series of community open houses. Hewitt Architects, the landscape architecture firm that has designed the Town Green, used this public input and feedback in its design process. The end result is an artfully crafted public space that reflects the values and needs of the Kenmore community.

The artist selected for this opportunity will work to understand Kenmore, the Town Green, the history of the Kenmore Village property where the Town Green is located, the City's overarching vision for this new downtown area, and the technical and physical requirements of the space.

RESEARCH RESOURCES

- [Town Green Intended Uses](#)
- [Town Green Renderings](#)
- [Town Green Fly Through Video](#)
- [Recommended Public Art Location, Diagrams from Architect](#)
- [“Story of Kenmore” Survey Responses](#)
- www.kenmorewa.gov
- www.downtownkenmore.org

ARTIST SELECTION SCHEDULE*

Deadline for Entry	October 26, 2015
Selection Panel Meeting	Early-Mid November 2015
Finalist Notification	Late November 2015
Finalist Orientation [†]	Late Nov-Early Dec 2015
Finalist Interviews [†]	Late Nov-Early Dec 2015

ARTWORK PROJECT SCHEDULE*

Artist contract issued	January 2016
Initial design development & approval [†]	February 2016
Final design proposal & approval [‡]	March/April 2016
Artwork installation	By July 2017

* Schedules are subject to change.

[†] Finalists will be notified of exact dates for meetings at least two weeks in advance.

[‡] The City of Kenmore reserves the right not to proceed with implementation if design approval by the art selection committee and by City Council is not received.

ARTIST SELECTION PROCESS

SELECTION PROCESS

The artist/artist team for this commission will be selected through an open call process. A selection panel, comprised of art and design professionals, city staff and council members, and residents will review applicant materials received from this open call and select up to 5 finalists to interview.

All finalists are expected to remotely or in person attend a Finalist Orientation and Interviews in late November or early December. The selection panel will identify one artist/artist team to recommend to City Council for final confirmation.

All applicants will receive notification of the selection process results via email. The panel reserves the right to make no selection from the submitted applications or interviews.

SELECTION CRITERIA

Finalists will be selected based foremost on the following criteria:

- Quality and strength of past work as demonstrated in the submitted application materials
- Evidence of experience working in outdoor sculptural art with a meaningful connection to place
- Interest in creating outdoor sculptural art that is iconic and memorable, connects to Kenmore in a recognizable way, and makes people smile
- Availability to begin work immediately and complete artwork design by March/April 2016

ELIGIBILITY

This project is open to professional artists residing in the Pacific Northwest (Washington, Oregon, and British Columbia).

City of Kenmore employees, project personnel, selection panel members, and immediate family members of all of the above are not eligible to apply.

REQUIRED APPLICATION MATERIALS AND INSTRUCTIONS

ARTISTS APPLYING FOR THIS PROJECT MUST SUBMIT THE FOLLOWING MATERIALS DIGITALLY THROUGH DROPBOX, USING THE INSTRUCTIONS INCLUDED LATER IN THIS DOCUMENT:

PROFILE: Artist contact information.

RÉSUMÉ: Two-page (maximum) résumé that outlines your professional accomplishments as an artist. Artist teams should include résumés for all members as one document (up to three pages). Keep the formatting as simple as possible. Submit PDF files only.

STATEMENT OF INTEREST: 300 words (or less) responding to the following questions:

1. What perspective and experience, unique to you or your team, would you bring to this project?
2. How might you approach creating an iconic art piece that contributes to a sense of place for a small and growing city?
3. What is your experience working collaboratively with a public agency to create artwork that resonates with a community and its residents?
4. What is your availability in the next five months to develop artwork design?

If submitting as a team, include a description of relevant past collaborative work and note how your team would work together on this project.

WORK SAMPLES: Submit 10 total work samples. Up to 3 of your samples may be video files, with a cumulative run time of up to 3 minutes. You are encouraged to submit samples of past work that best illustrate your qualifications for this project.

Up to 10 Digital Images: Submit up to 10 digital images. Images will be projected one at a time during the selection committee's first meeting to decide on finalists. If applying as a team, the team submits up to 10 images total. Please save all images as JPG files only; images must be 1920 pixels on the longest side and at least 72 dpi. Files should be less than 2MB in size.

Up to 3 Video Files: Video samples must be submitted via Vimeo, with the specific URL (e.g., vimeo.com/3876277) noted on your "Work Sample Description" page. Timed excerpts for a cumulative runtime of up to 3 minutes are preferred, but longer samples may be submitted with notation in the "Work Sample Description" of specific start and stop time, also for a cumulative run time of up to 3 minutes.

Work sample submissions in excess of 10 will not be reviewed.

WORK SAMPLE DESCRIPTION: The "Work Sample Description" document must list each of the 10 work samples. Each listed sample must include the following information: file name as saved in Dropbox (or Vimeo URL), the title of the artwork/project, completion date, location, medium, dimensions, and (if a commissioned project) the commission budget. Please provide a brief description (75 words or less) for each work sample. Additional information—such as project

partners (architecture, engineering, and/or landscape architecture firms, etc.), photo credit, and copyright owner—is encouraged.

REFERENCES: Provide three professional references with complete name, email address, telephone number, and up to 50 words describing your professional relationship. Submit a PDF file only.

DROPBOX SUBMISSION INSTRUCTIONS

1. If you do not already have a Dropbox account, please create one by signing up at www.dropbox.com.
2. Once you have a Dropbox account set up, create a new folder titling it with your first and last name (e.g., “Pablo Picasso”).
3. Upload copies of all your submission materials to the folder. When you click in your folder, you will see you can drag and drop files directly into the browser window to upload them. (Please use obvious naming conventions for files, such as “Work Sample 1” or “Resume.”)
4. Once all documents are uploaded, you will need to share the folder with us. To do so, first go to the main page in Dropbox (where you can see all of your folders listed) and hover the cursor over your art submission folder. You will then see a button appear to the right of your folder labeled “Share.” Click on that button.
5. A dropdown will appear giving you two options for sharing. Choose the “Send link...” option.
6. A small window will open and provide you with a “Link to Folder.”
7. Copy and paste the link into an email, and send it to cityhall@kenmorewa.gov with subject line “TOWN GREEN ART.”

Upon receiving your Dropbox link, we will visit your folder and download all the application materials. Once we have downloaded all files, **we will email you and let you know that your materials have been received.** At that point, you are free to delete the folder so you can free up space on your Dropbox account.

DEADLINE: REQUIRED MATERIALS MUST BE RECEIVED VIA A DROPBOX SHARED FOLDER LINK BY 5:00 P.M. ON OCTOBER 26, 2015.

QUESTIONS

APPLICATION-RELATED QUESTIONS

Brennan Jernigan
bjernigan@kenmorewa.gov
425-398-8900, ext. 6228

TOWN GREEN PROJECT-RELATED QUESTIONS

Rob Karlinsey, City Manager
rkarlinsey@kenmorewa.gov
425-398-8900, ext. 6170

Peter Reiquam
6251 Carleton Ave. S
Seattle, WA 98108

206-768-9656
preiquam@hotmail.com

PETER REIQUAM
Artist's Bio

Peter has been creating interactive, site-specific public artworks for thirty years in a variety of civic venues including fire stations, libraries, parks and transit sites throughout the Puget Sound region and as far away as Juneau, Alaska, Los Angeles, California and Albuquerque, New Mexico. Each project is a unique response to the special character of a given site, inspired by its history, culture, architecture and surrounding landscape. Ranging from sculptural seating to narrative panels, rocket ships to giant stalks of corn, they often serve as iconic, contemporary site markers. Reiquam strives to create durable, well-crafted and meaningful works that speak to the uniqueness of each one's site and to do so with a balance of humor, elegance and sophistication. The works are made from a variety of materials including various metals, concrete, granite, glass and light.

Several of Peter's recent projects have been recognized by the *Americans for the Arts - Public Art Network* as outstanding public art projects nationwide. These include a project for a Seattle fire station entitled "Nine Lives", inspired by the iconic Everready Battery logo and a 2014 project in Juneau, Alaska entitled "The Empty Chair" which serves as a memorial to the Japanese and Japanese Americans from the Juneau area who were incarcerated during World War II.

Reiquam's studio, *New Art Projects Co.* specializes in the design, fabrication and installation of his own work as well as that of architects, designers and other artists and he is experienced in working with a variety of stakeholders on many complex projects. He has taught extensively and served for six years as a commissioner on the King County Public Art Commission (now 4Culture).



KENMORE TOWN GREEN PUBLIC ART SCULPTURE

PREPARATION & CALL TO ARTISTS

- Consultation with City Manager, City Council, 4Culture, and others
- 3 Artwork Expectations
 - Be iconic and memorable
 - Connect to Kenmore
 - Make people smile
- Budget: \$120,000

GETTING THE CALL OUT

- 4Culture website and Local Arts Agency network
- Other arts websites
- Public artists and foundries
- Received **26 artist applications from PNW**

ARTIST SELECTION

- Panel of Council Members, City Manager, arts professionals, and members of project design team
- 1st meeting: narrowed down to 4 finalists
- 2nd meeting: interviewed and made selection











COUNCIL ACTION

- Confirm artist selection panel's recommendation
- Appropriate \$120,000 for public art project
- Approve design contract



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Update on Neighborhood Transportation Plan Program Proposed Council Action/Motion: None	For Council Meeting Agenda of: January 25, 2016 Department: Public Works Prepared by: Brett Schock, PE <table style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td> <td style="width: 30%; text-align: right;"><u>Initial & Date</u> KMO 1/12/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">[Signature] 1/12/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">[Signature]</td> </tr> </table> Exhibits/Attachments: None	Approved by Department Head:	<u>Initial & Date</u> KMO 1/12/16	Approved by City Attorney:		Approved by Finance Director:	[Signature] 1/12/16	Approved by City Manager:	[Signature]
Approved by Department Head:	<u>Initial & Date</u> KMO 1/12/16								
Approved by City Attorney:									
Approved by Finance Director:	[Signature] 1/12/16								
Approved by City Manager:	[Signature]								
Expenditure Required \$350,000	Amount Budgeted \$350,000	Appropriation Required \$0							
<u>Program Review</u> Since September of 2015, public meetings have been held as part of the Neighborhood Transportation Plan (NTP) program. These meetings gather citizen feedback for proactive changes to address residential roadway traffic, multi-modal accessibility and mobility concerns. The meetings are held in a collaborative setting with neighbors and city staff gathered around maps to discuss locations of concern and potential solutions. Comments are drawn on neighborhood maps and priorities are identified with dot stickers. The city of Kenmore was divided into fifteen neighborhoods for the NTP program. These divisions are based on a combination of the City arterials and collectors, as well as terrain. The fifteen neighborhoods have been further divided into three groups. Each group is offered a series of three meetings. The first two meetings for each group are to gather feedback and identify priorities for improvements under the program. The third meeting for each group is to present the City's engineered plan for participant approval prior to project implementation. Group A included five neighborhoods and met for the first time in September of 2015. Group B, consisting of four neighborhoods, met for the first time in November of 2015. Group C, consisting of the remaining six neighborhoods, will begin meetings in March, 2016. <u>Communication</u> Outreach and advertising of the program is different for each meeting. All meetings are advertised on the project website, City calendar, and City social media feeds. For each neighborhood's first meeting, a half-page, full-color postcard is sent to all neighborhood addresses, in addition to the electronic sources. The second meeting is advertised by yard signs placed in the neighborhood. The third meeting is only advertised by email invitation to previous participants. The third meeting is to approve the final plan by previous participants, and is not intended to be soliciting further feedback on concerns from the neighborhood. The second meeting for the "Blue North" neighborhood included outreach efforts to non-English speaking communities in Kenmore. Door-to-door invitations were presented to community leaders in multi-family developments, and Spanish language translators were on-hand for the meeting. We did get participation from non-English speakers at this meeting.									

Participation Levels

Group A neighborhoods, over the first two meetings, had a varied level of participation. Attendance varied from zero, to 21 people. Group B neighborhoods have only had one meeting as of this report. Group B had a lower level of participation, with a range of one to seven attendees. Online participation has gathered an additional 12 comments, spread evenly between the neighborhoods.

When looked at from a city-wide perspective, the participation rates seem low. When compared to the number of households in each neighborhood, the participation rates are in line with the Imagine Kenmore community participation.

At the rollout of the program, a higher level of participation was anticipated. The participation thresholds had to be revisited after the first round of meetings. Rather than using total number of participants, a percentage of neighborhood households and a judgment of the geographical spread of feedback is used to determine how a neighborhood will advance in the program.

- A neighborhood with 2% or more participation and a wide geographical spread of comments will advance to the end of the program, likely using the full budget and all project types to address concerns.
- A neighborhood with 1-2% of participation or limited geographical spread will advance to the end of the program, but will be limited to signing, striping and other “low cost” improvements. These neighborhoods will be revisited in autumn of 2016 to attempt to increase participation before larger projects would be implemented.
- Neighborhoods with less than 1% participation will not be advanced at this time. These neighborhoods may be revisited in autumn of 2016.

What We Are Hearing

The comments from all neighborhoods have focused on traffic speeds and pedestrian facilities on residential roads. The intersection of residential roadways with arterials is a concern in most neighborhoods. Visibility, non-local traffic, vehicle speeds and pedestrian safety is a concern at these intersections.

- There have been a number of noted speeding concerns, but few are on streets where the City has existing speed data. With the approach of the program, data is not the only measure of assessing a concern. Consideration is being given to making changes that are likely to be the most effective and appropriate for the type of speed problem being reported.
 - Some speeding concerns have focused on specific violators or are in closed neighborhoods with little pass-through traffic. Making changes that benefit many citizens within a neighborhood are being prioritized over these specific concerns.
- A number of comments have been made about speeding around sharp bends. In many cases, these bends have poor visibility due to geometry, hillsides, walls and vegetation. The concerns with these bends are for both pedestrian safety and vehicle safety in negotiating the turn.
- Requests for sidewalks along stretches of residential roads up to 1/4 mile have been made. The per capita budget for each neighborhood is unable to place sidewalks in these areas. Walkways, enhanced markings, and traffic calming to create a safer pedestrian environment are being proposed in response to these comments.
- On-street parking is a concern in areas where there is a larger amount of multi-family housing.
- Pass-through commuter traffic is a concern throughout the City.
- There have been a number of requests for improved lighting, especially for pedestrian facilities. The City will be working with PSE to accommodate these requests.

A number of known locations of concern have been reiterated in the program comments. The “curve” of Arrowhead Drive and the intersection of 84th Avenue and Simonds Road were locations identified as a high priority for improvements to calm traffic and improve the safety of pedestrian facilities.

Projects in Development

Many of the solutions identified by both citizens and staff will require only small changes to the roadway environment. New signs, pavement markings, vegetation trimming and upgraded lighting are being proposed in many locations. Group A neighborhoods are in the engineering development phase and will meet for participant approval of projects throughout January. The projects that will be presented to Group A have been designed and evaluated by City staff. Projects on the final plan presented for approval are estimated to be within per capita budgets, and address participant priority concerns. Some larger projects under development for Group A neighborhoods include;

- Widened pavement on the curve in Arrowhead Drive near Inglewood Golf Course to tighten the vehicle turning radius (calming effect) and expand the available walkway
- Curb extensions at the crosswalk at NE 182nd Street and 73rd Avenue to shorten crossing distance, improve visibility for vehicles and calm turning traffic speeds
- Reshaping the intersection of 84th Avenue and Simonds Road using curbing and markings to square the approaches from the south and north, shorten pedestrian crossing distance, improve visibility for vehicles and calm turning traffic speeds

Large projects which exceed the neighborhood per capita budget, but are identified by citizens as high priority, will be discussed with the City Manager's office. Group B neighborhoods will enter the engineering development phase in February with participant approval of projects in March.

Summary

The NTP program has succeeded in gathering meaningful feedback from neighborhood residents across Kenmore. Citizens and staff have worked together to identify solutions which are able to be accomplished within the program budget. Citizens have been appreciative of the proactive approach and praised the City's outreach efforts to address these concerns. Projects will be implemented in the early Spring and continue through 2016.

FISCAL CONSIDERATION:

Approximately \$2,700 of the program budget of \$350,000 has been used to advertise and conduct neighborhood meetings. The remaining budget is allocated to each neighborhood on a per-capita basis, determined by neighborhood households. Each neighborhood's final project list will be completed with their per capita budget.

Projects that exceed the neighborhood per capita budget, but which are identified as a high priority, will be discussed with the City Manager's office.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.