City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

**City of Kenmore**
**City Council Regular Meeting Agenda**
**7:00 p.m., Monday, February 25, 2019**
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. PROCLAMATION**

A. Proclamation Recognizing Exemplary Efforts of First Responders and Support Staff of Northshore Utility District, NEMCO, City of Kenmore and Kenmore Police Department in the February 2019 Snow Event
Proclamation

**VI. PRESENTATION**

A. Certificates of Recognition and Appreciation to Haakon Lande and Kyle Kellet, Northshore Utility District

B. Introduce New Maintenance Workers - Jennifer Gordon, Public Works Operation Manager

C. Court Olson, Co-Chair, People for Climate Action Coalition
Presentation

**VII. 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.

## VIII. CONSENT AGENDA

A. Total Check #s 41559 through 41575 in the amount of $92,048.01.
Checks

B. Total Check #s 41576 through 41666 in the amount of $718,959.99.
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated: 1/18/19 in the amount of $136,154.94.
Payroll Check #10113, 10114 & 10115 totaling $2,728.46.
Checks

C. Total Check #s 41667 through 41756 in the amount of $321,718.48.
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated: 2/1/19 in the amount of $134,509.05.
Payroll Checks #10116, 10117 & 10118 totaling $4,357.64.
Checks

D. City Council Meeting Minutes of December 10, 2018 and January 14, 2019
12-10-18 Minutes
1-14-19 Minutes

E. Children's Dental Health Month - February 2019
Proclamation

F. Ordinance 19-0477 Amending Kenmore Municipal Code Section 2.30.020 - Planning Commission Rules of Membership
Agenda Item

G. Authorize Amendment No. 9 to Extend Osborn Consulting Contract 12-C1081 and Increase Contract
Agenda Item

H. Approve January 11-12, 2019 City Council Retreat Report Including City Council Goals
Agenda Item

I. Authorize Amendment No. 4 to Contract No. 12-C1083 with Kenmore Commercial LLC for Kenmore Business Incubator Lease
Agenda Item

J. Authorize City Manager to Execute Contract 19-C1992 with King County to Accept 2019-2020 Local Hazardous Waste Management Program Grant Funds
Agenda Item

K. Ordinance 19-0480 Establishing the Surface Water and Stormwater Capital Facilities Charge and Resolution 19-318 Establishing the Current Surface Water and Stormwater Capital Facilities Charge Amounts
Agenda Item

## IX. BUSINESS AGENDA

A. Ordinance 19-0478 Amending Kenmore Municipal Code 20.47.030 Relating to School Impact Fees - Bryan Hampson, Development Services Director
Agenda Item

## X. STAFF REPORT

A. EPA and Army Proposed "Waters of the U.S." Definition Revision - Richard Sawyer, Environmental Services Manager
Memorandum

B. Snow Event Recap - Rob Karlinsey, City Manager and Jennifer Gordon, Public Works Operation Manager

C. Review of State House Bill 1923 an Act Relating to Urban Residential Building Capacity - Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner
Memorandum

## XI. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

## XII. RECESS TO EXECUTIVE SESSION

*(Confidential Session of the Council)*

A. Discussion of Property Acquisition/Potential Litigation per RCW 42.30.110 (1) (b) and RCW 42.30.110 (1) (i).
There will be no action.

## XIII. RECONVENE BACK TO REGULAR SESSION

## XIV. ADJOURNMENT

**Upcoming Meetings:**

A. Monday, March 4, 2019 - Special Council Meeting - Joint School Board Meeting
Monday, March 11, 2019 - Council Meeting
Monday, March 18, 2019 - Council Meeting
Monday, March 25, 2019 - Council Meeting

# City of Kenmore, Washington
# Proclamation

**WHEREAS**, the February 2019 snow event wreaked havoc on roads around the region making it difficult for drivers to get around; and

**WHEREAS**, the work to clear streets is vital to allow medical, fire and police officials to respond to emergencies, community members to travel safely, businesses to be open and accessible to customers and utility services to have access to facilities during weather events; and

**WHEREAS**, this was a unique winter storm that hit the region quickly with multiple and cumulative snow events; however, City Staff and Northshore Utility District Staff responded in helping to keep the roads open and clear; and

**WHEREAS**, the City of Kenmore has a new public works operations team with staff that has been on board for merely a few weeks; and

**WHEREAS**, in November 2018 the City of Kenmore entered into an interlocal agreement with the Northshore Utility District to provide supplemental snow plowing to aid the City in plowing the roads for drivers; and

**WHEREAS**, the Northshore Utility District staff, while new to providing snow plowing services, stepped up to provide support to the City; and

**WHEREAS**, the City of Kenmore values the partnerships with Northshore Utility District, Northshore Emergency Management Coalition (NEMCO), and the Kenmore Police Department as was proven again in this recent weather event; and

**WHEREAS**, the City's response to this event was truly a coordinated effort and would not be possible without these interagency partnerships;

**NOW, THEREFORE,** I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, do hereby recognize the exemplary effort that was collectively put forth by the employees and first responders of Northshore Utility District, NEMCO, City of Kenmore and the Kenmore Police Department in the February 2019 snow event.

IN WITNESS WHEREOF, signed this 25th day of February 2019.

***Signed:*** ______________________________
*David Baker, Mayor*

***Attested*:** ______________________________
*Kelly M. Chelin, City Clerk*

# What can Kenmore do about Climate Change?

By Court Olson

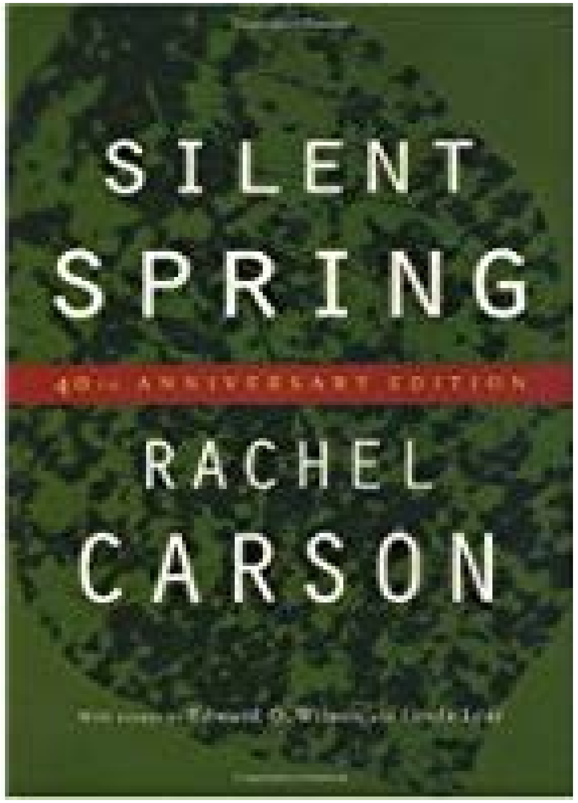
February 25, 2019

# Why this speaker?

A bit of background:

- High school
- Kilimanjaro
- Green buildings

# In high school, I read about environmentalism…





# …and I took speech & debate

# In 2001, I climbed Kilimanjaro

**I saw young Maasai cattle tenders on the way to the mountain**

VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

**And the receding glacier on top of Kilimanjaro**

# "Birth of Green Buildings"

**USGBC LEED rating system was launched in 2000**

VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

**In 2003 I saw this U.S. map if all of the ice melts**

# My climate activism mushroomed from there

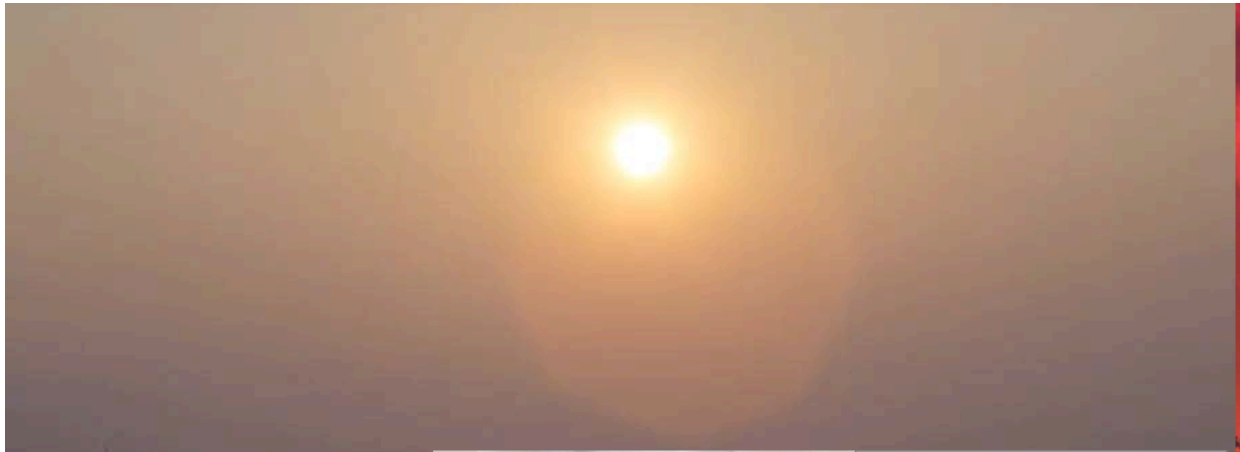
VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

# I'm very focused on building "Green" ever since

# Now back to the Kenmore focus...

## Three key numbers are coming up:

**72%, 70%, 171**



Google shuts down Plus aft
Cantwell, Hutchison talk health care

TUESDAY, OCTOBER 9, 2018

The Seattle Times

WINNER OF 10 PULITZER PRIZES

INDEPENDENT AND LOCALLY OWNED FOR MORE THAN 121 YEARS

$1.50

SEATTLETIMES.COM

# Why half a degree is a big deal

IF THE EARTH WARMS ANY MORE, WE'RE ALL IN PERIL

U.N. report lays out damage at just 1.5, 2 degrees more

ECONOMICS NOBEL winners show need for cooperation to stop warming > A12

By BRAD PLUMER AND NADJA POPOVICH
The New York Times

The Earth has already warmed 1 degree Celsius (1.8 degrees Fahrenheit) since the 19th century. Now, a major new United Nations report has looked at the consequences of jumping to 1.5 or 2 degrees Celsius. Half a degree may not sound like

Tues Oct 9th

## But first, Remember 2018?

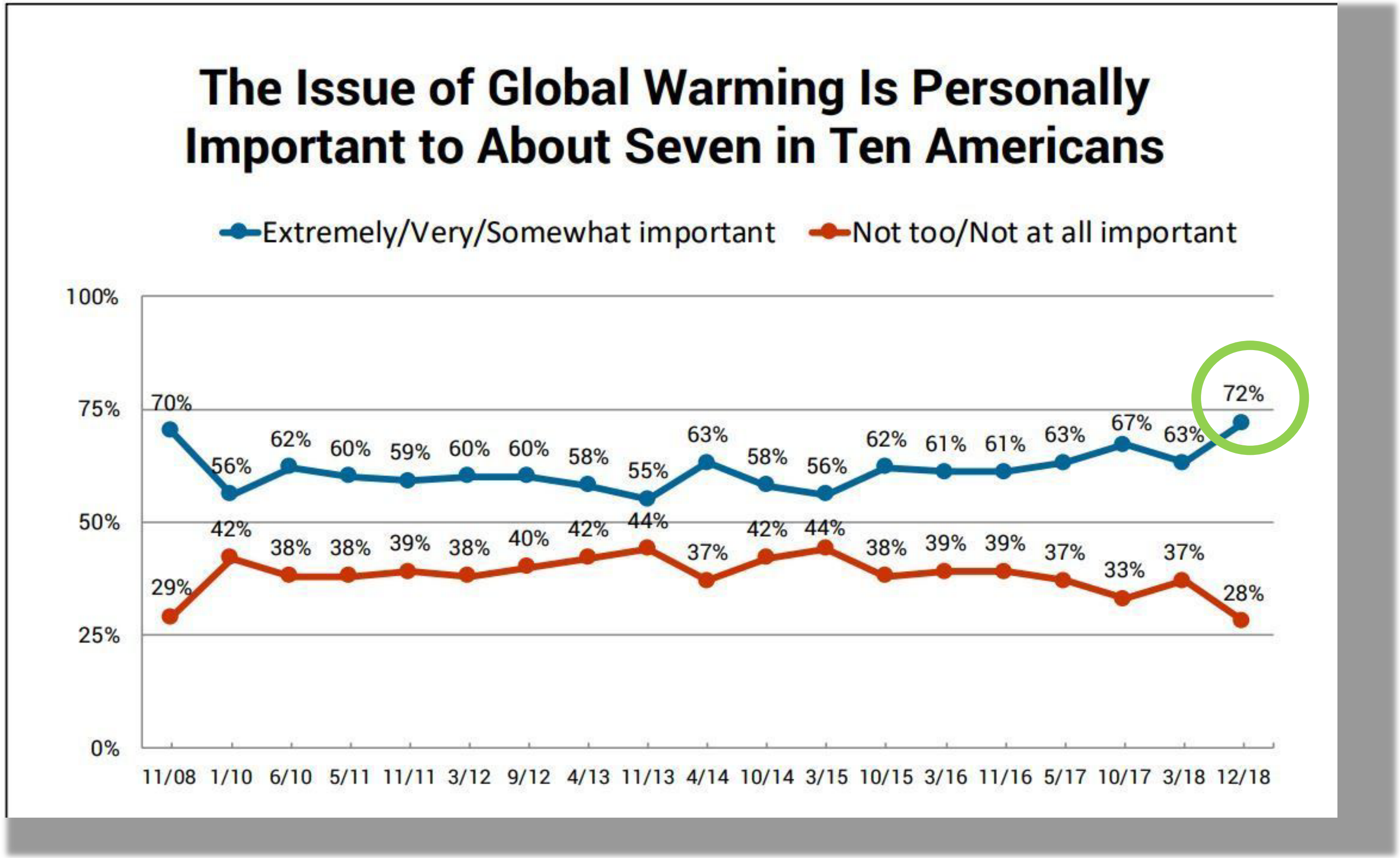
“IF THE EARTH WARMS ANY MORE, WE’RE ALL IN PERIL”
*--2018 UN IPCC Report*

“Yes the prognosis is dire, but treatment is available. There is still time. We can beat this together.”

*UW Climate Research Scientist*
*Oct 12, 2018 Seattle Times Op-Ed*

**Big 2018 shift in U.S. public concern:**

**72%**




YALE PROGRAM ON
Climate Change
Communication

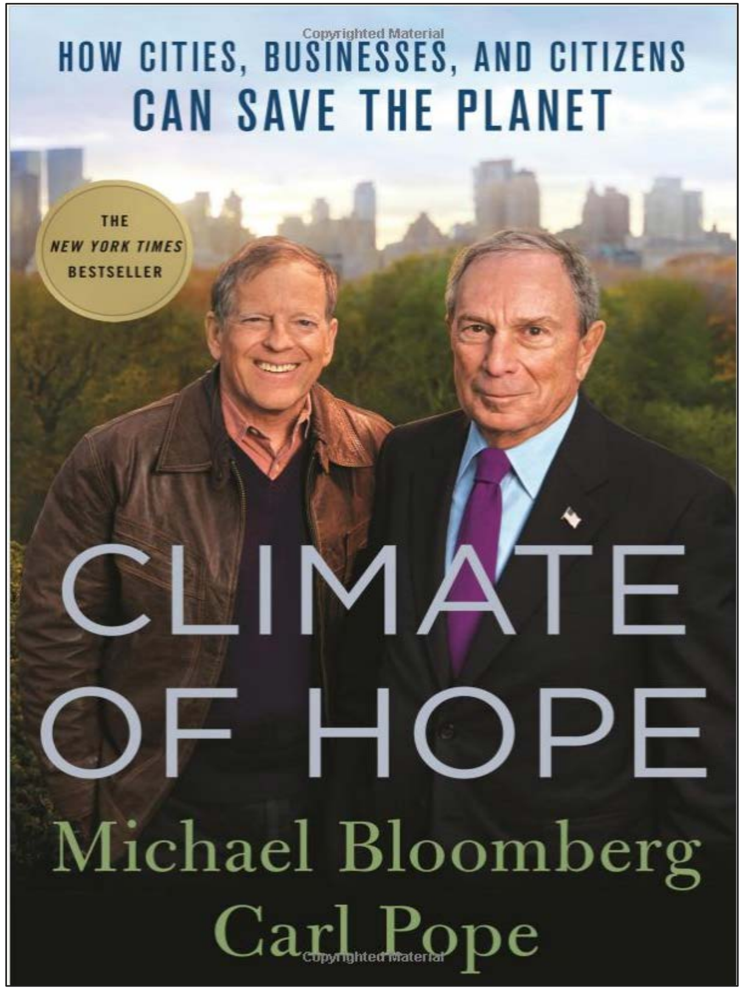
GEORGE MASON UNIVERSITY
CENTER for CLIMATE CHANGE
COMMUNICATION

How important is the issue of global warming to you personally?

December 2018. Base: Americans 18+.

# Action in ***cities*** is critical

**Cities cause 70 % of U.S. greenhouse gases (GHG)**




(2017 Best Seller)

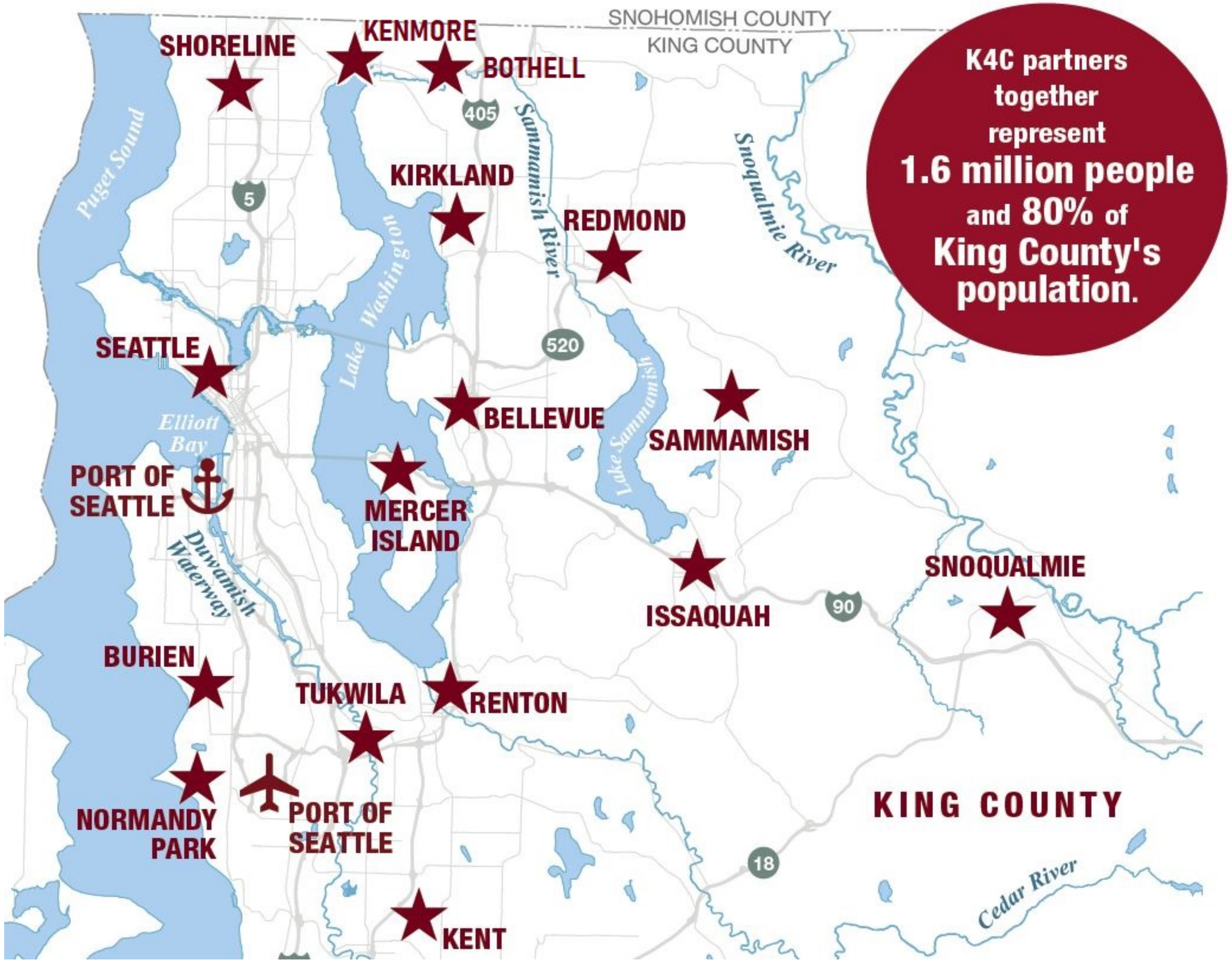
# But what can cities do?

# It's the 4th Quarter and we're behind.

# Time for a serious huddle

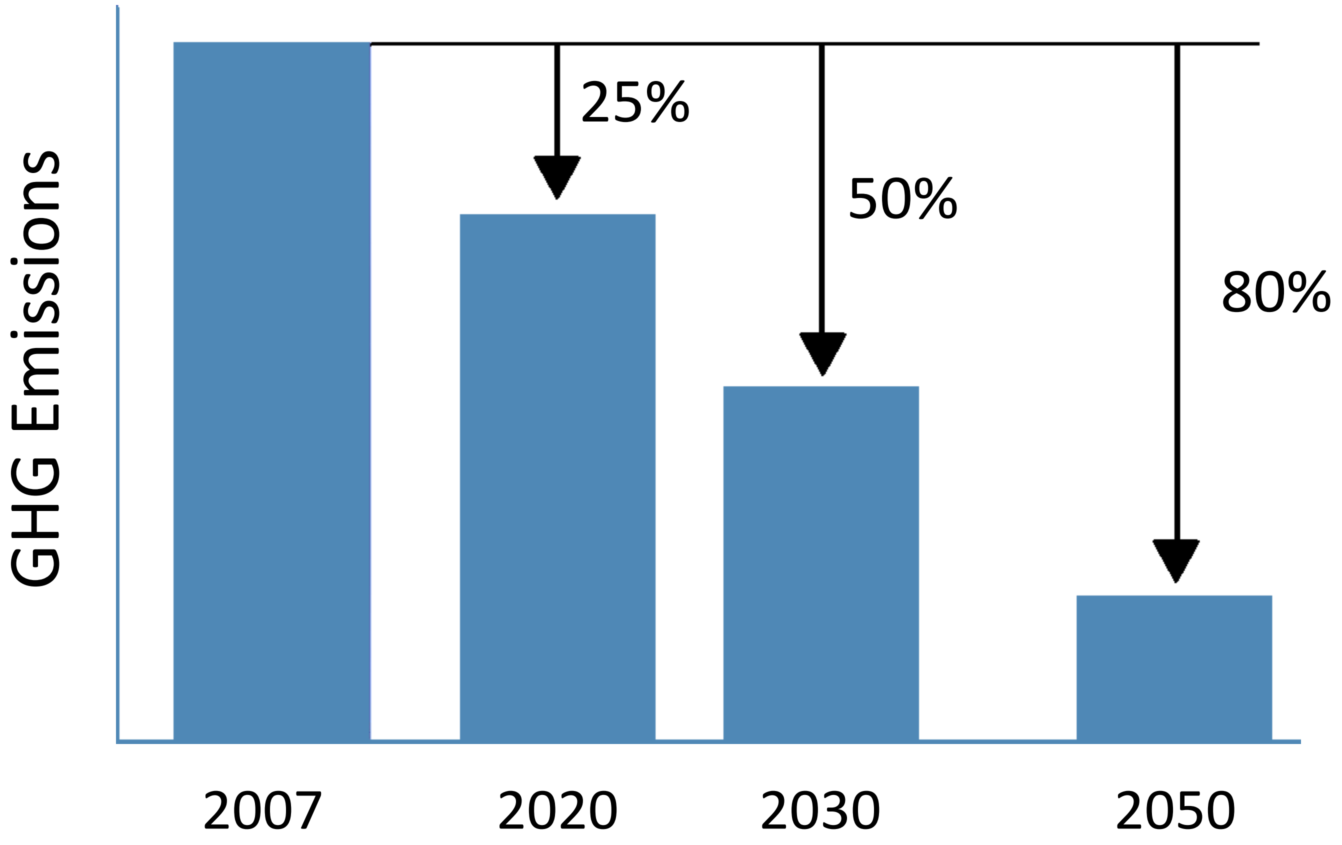
# K4C Cities

(King County Cities Climate Collaboration)

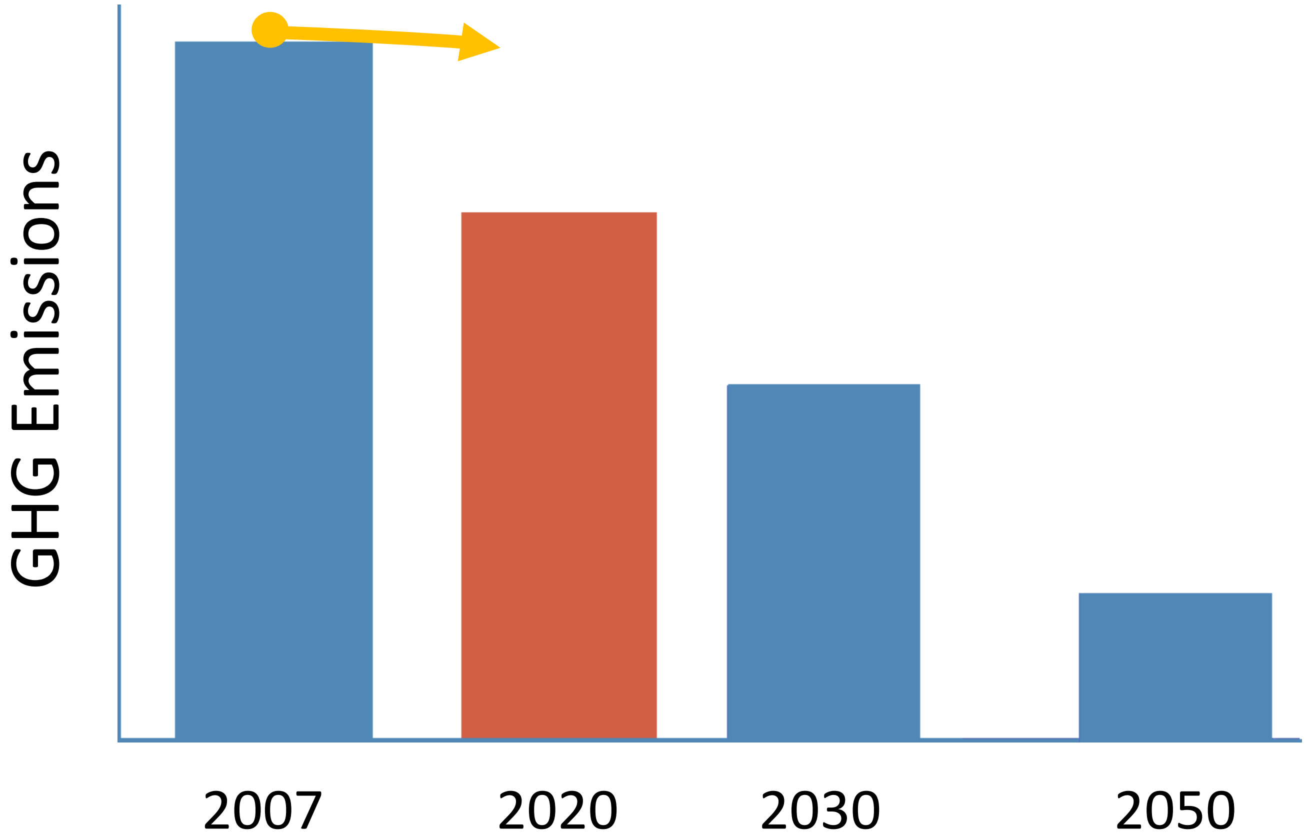


VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

# K4C's 2014 GHG reduction goals

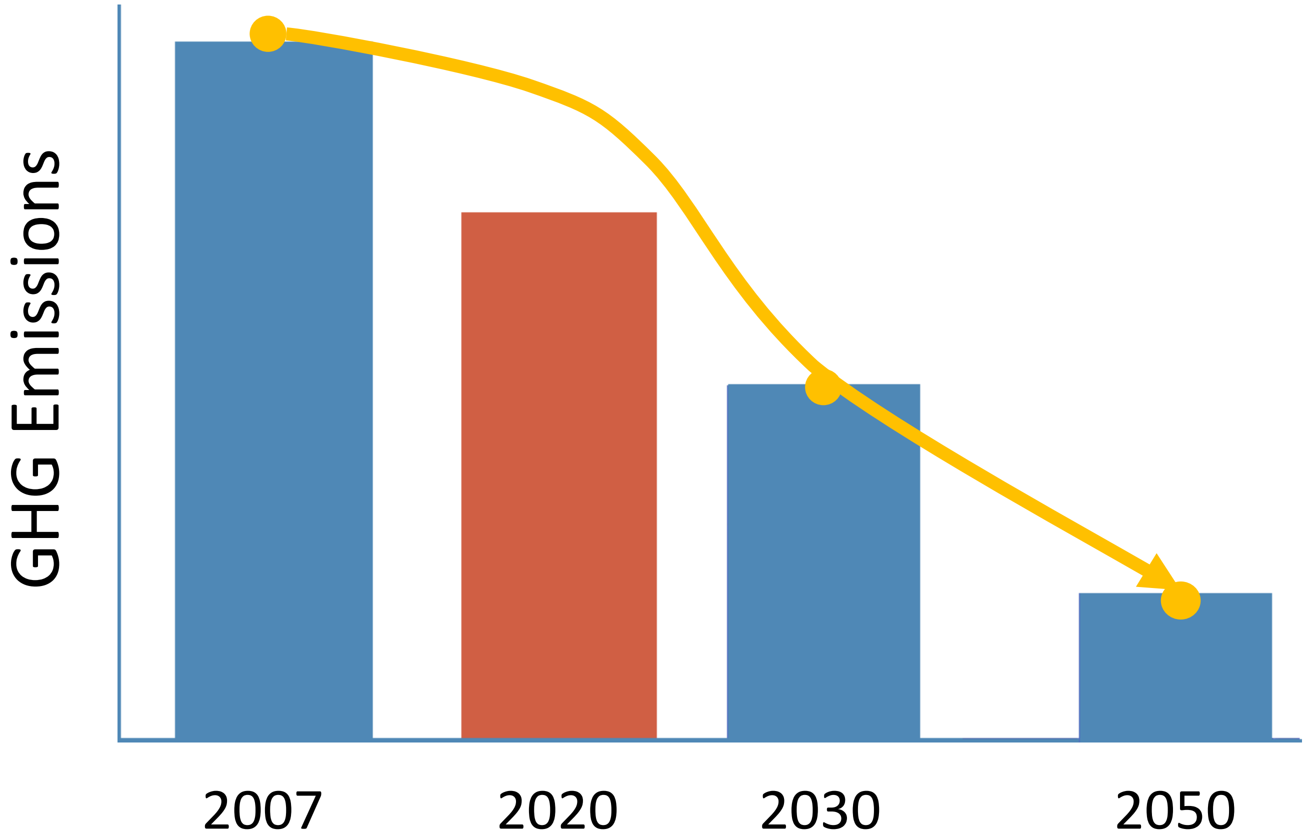


# But, we're not on track for the 2020 goal

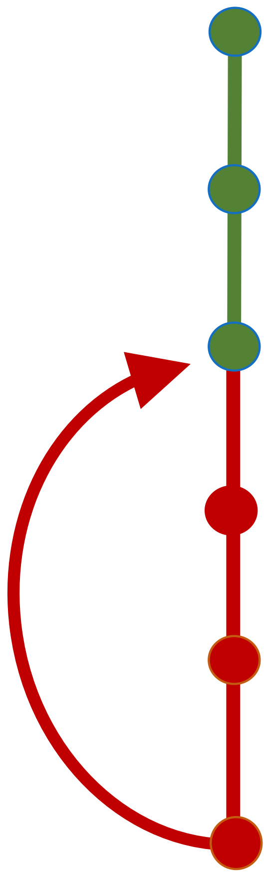


VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

# Robust plans could still achieve 2030 & 2050 goals



# Today, more work is needed!



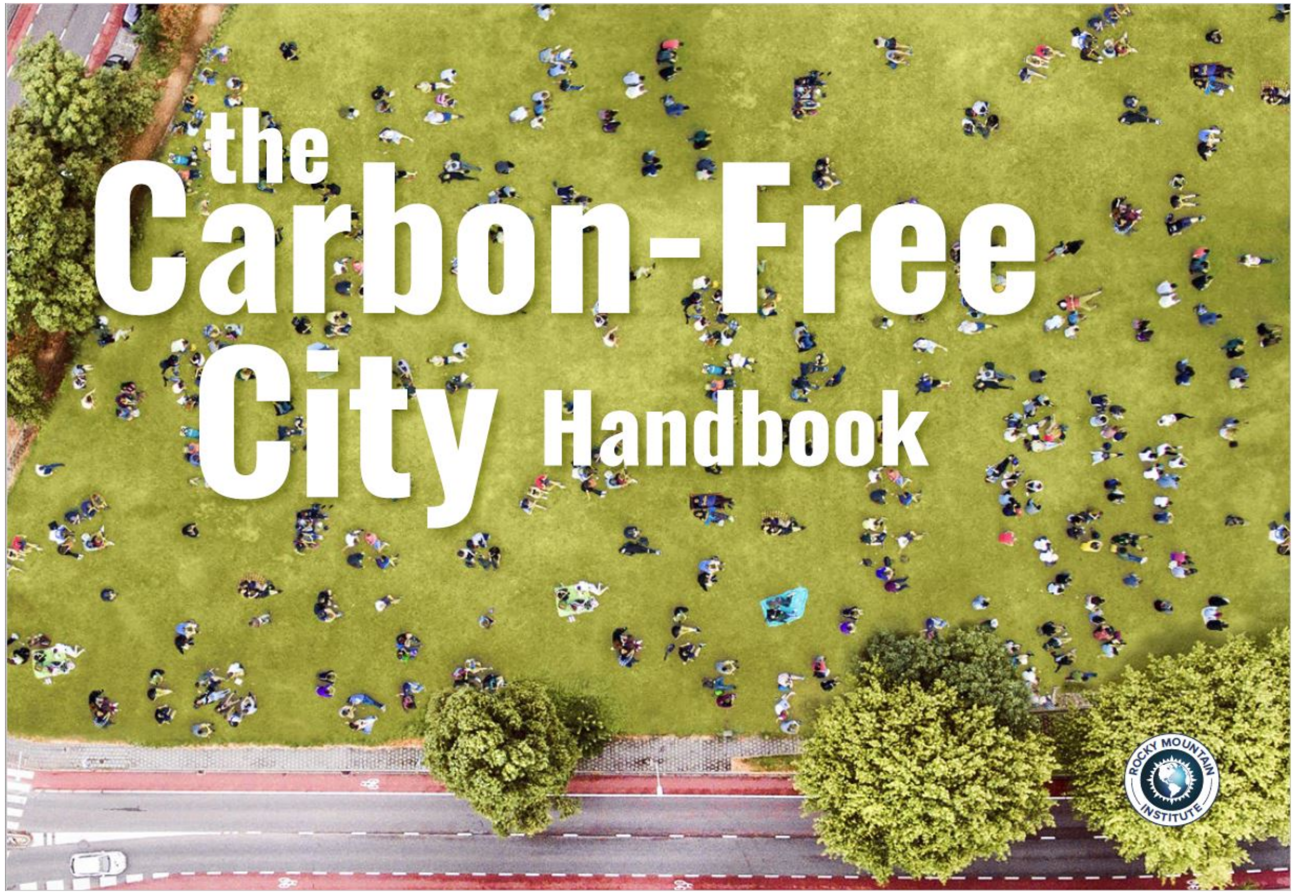
1. We've acknowledged the problem
2. We've set goals
3. We've measured GHG emissions
4. Now, let's plan how goals will be met
5. Then, implement the plan
6. Then, regularly review & adjust plan

# Cities need to focus on two areas:

## Transportation


## Buildings

**There are good resources to help us.**




Rocky Mountain Institute, Sept 2018
Website + handbook – 22 actions for cities.

# Emissions and Recommendations

## For an average city

Note that a wide variety is possible, such as this chart of Lima's emissions, with a much larger proportion in Waste and Transport

### Buildings

1 City Building Retrofits
2 Net-Zero Codes
3 Progressive Codes
4 Smart LED Lighting
5 Benchmarking and Transparency

### Biological Resources

(Not included in standard emissions tracking)

22 Plant-Based Diets

### Transportation

6 Fleet Electrification
7 Combustion Vehicle Reduction
8 Freight Reduction
9 EV Charging
10 Car-Free Downtown
11 Mobility Alternatives
12 Public Transit

### Electricity

13 LED Smart Streetlights
14 Electric Districts
15 Municipal Solar Installations
16 Municipal Renewable Supply

### Waste

20 Organic Waste Diversion

### Industry

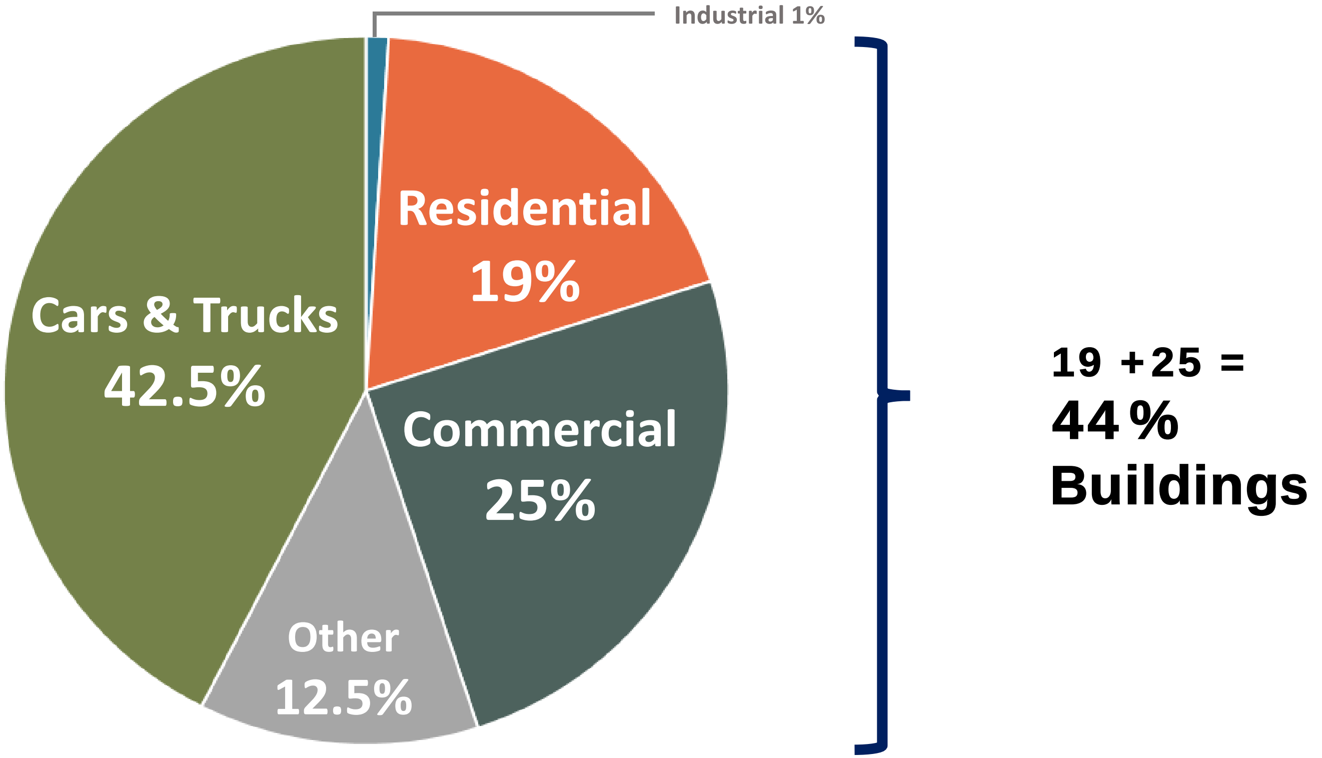
17 Clean Industrial Heat
18 Efficient Motors
19 Operator Training

### Agriculture, Forestry, Other Land Use

21 Urban Forestry

**10** | The Carbon-Free City Handbook

# For example: Bellevue's GHG causes




(Bellevue reported emissions by end use in 2016)

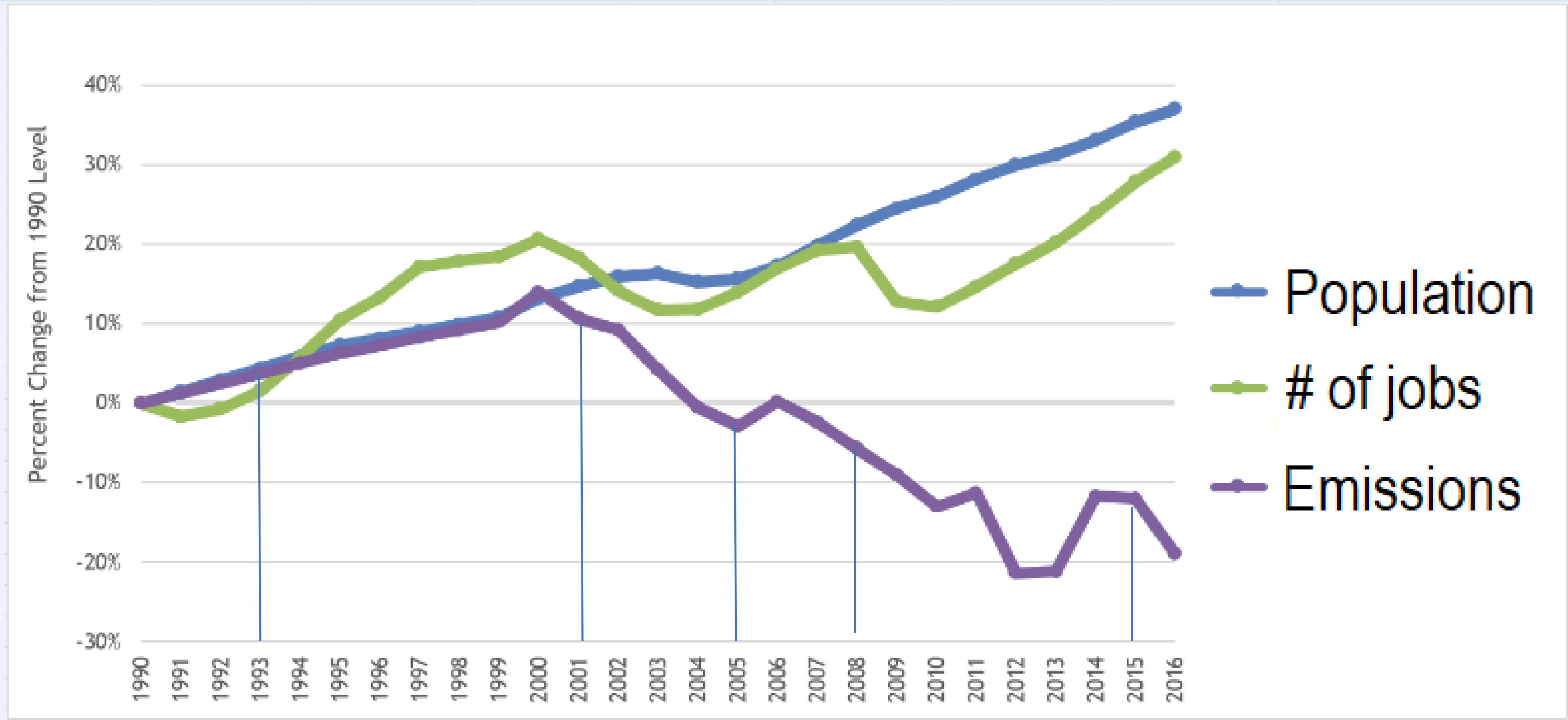
# A few cities already have notable climate action plans

**By 2016, some had shown success:**

- **Portland, OR reduced GHG 20%**
- **Fort Collins, CO reduced GHG 17%**

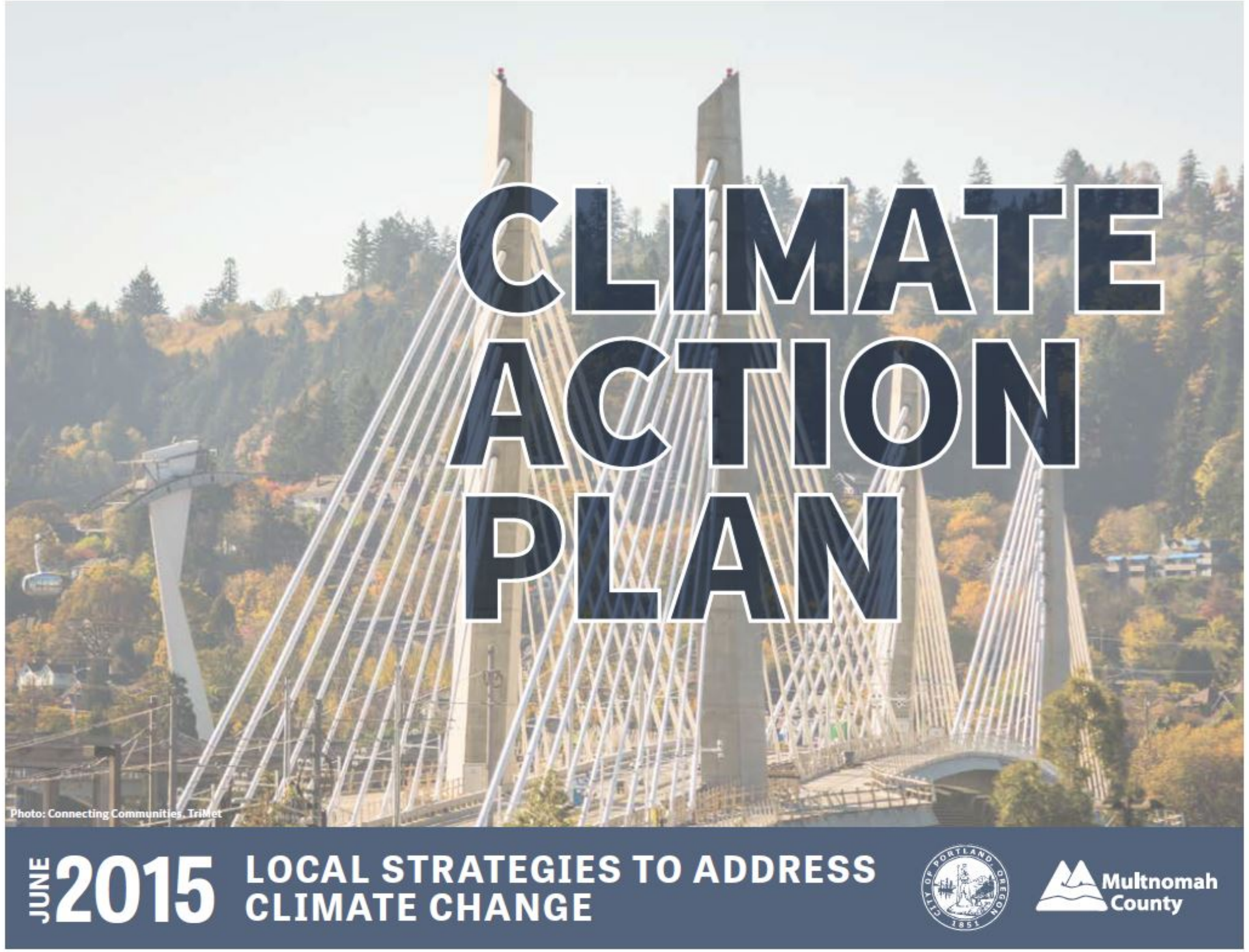
# Portland + Multnomah County Trends

Population and jobs up, carbon emissions down

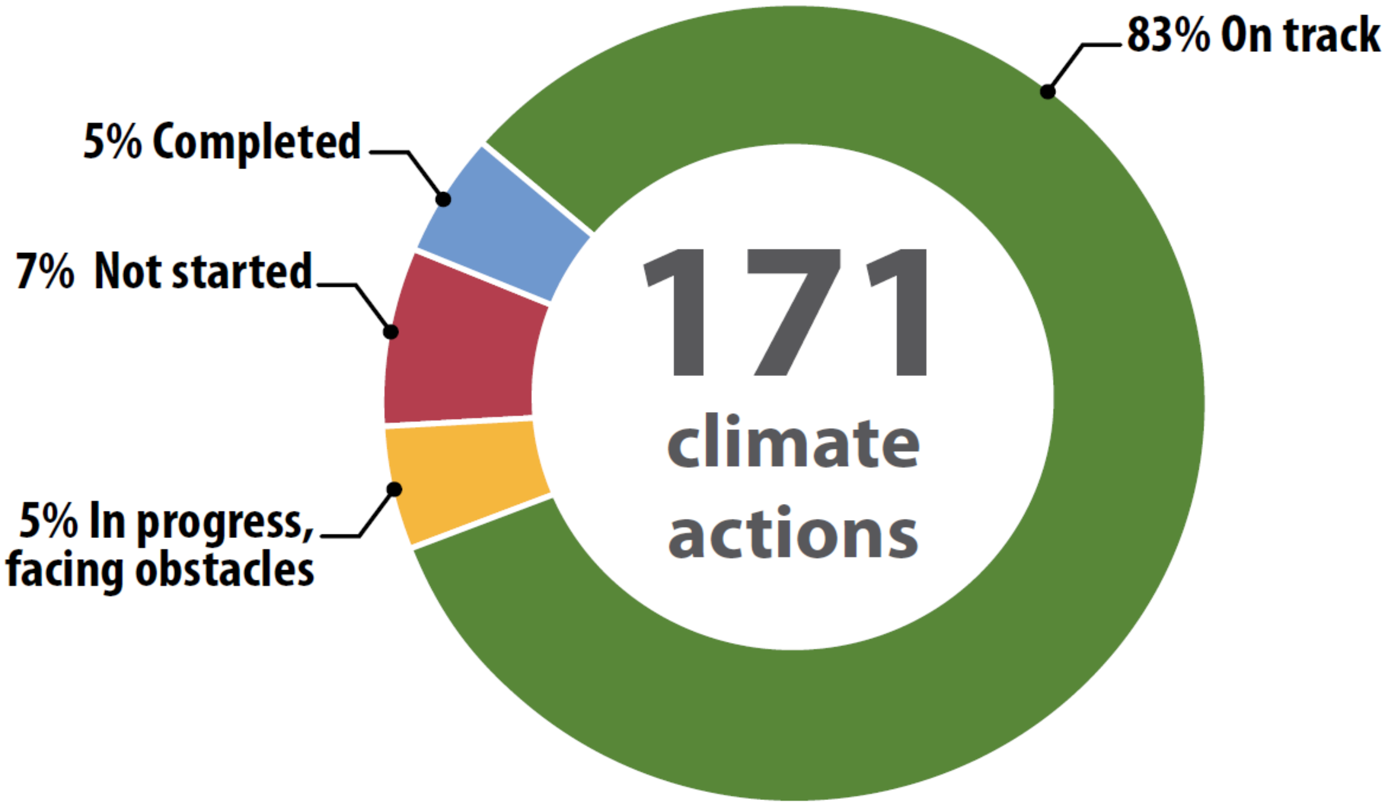



From 2015 Climate Action Plan, with updates from City of Portland

# Portland / Multnomah



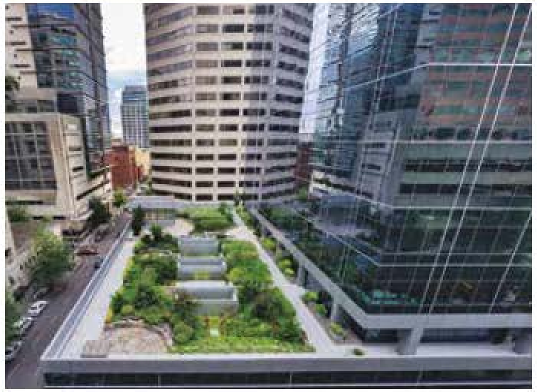
# Portland/Multnomah County tracking progress on 171 climate actions




(From **2017** Climate Action Progress Report)

# Portland/Multnomah Example Actions

CLIMATE ACTION PLAN PROGRESS REPORT



## BENCHMARKING COMMERCIAL ENERGY PERFORMANCE

Portland implemented the first phase of a new policy that requires owners of commercial buildings 20,000 square feet and over to track and report their energy performance, which enables benchmarking against buildings nationally. This policy covers nearly 80 percent of the commercial square footage in Portland, affecting approximately 1,000 buildings. Commercial buildings are one the largest sources of carbon emissions in Portland, and this policy helps building operators track energy use and identify options to improve efficiency, lower energy costs, provide market recognition for the most efficient buildings, and give prospective buyers and tenants information to make informed decisions.

## SCORING HOME ENERGY

Portland adopted a policy that requires the disclosure of home energy information on single-family homes at the time a home is listed for sale. Like a miles-per-gallon label on cars, a home energy score provides an easy-to-understand reference point to compare homes. The home energy score takes a market-based approach to cut household energy bills, create jobs and reduce carbon emissions. Requiring energy disclosure allows homebuyers to factor a home's energy use into their purchasing decision. City staff will spend the next year on program development and rule making with the policy scheduled to take effect January 2018.

(From 2017 Climate Action Progress Report)

# *People for Climate Action*

## city groups
## are advocating for more effective
## King County Cities Climate <u>Collaboration</u>

VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

# We need a climate action planning toolkit

# Understanding the Toolkit concept for Climate Action Planning

A significant reduction of a city's greenhouse gas (GHG) emissions would require many different actions. Some city actions will have greater outcome potential than others.

A "Cities Climate Action Toolkit" (Toolkit) would be useful for any city to develop a comprehensive and measurable Climate Action Plan. The Toolkit would list all possible climate actions that a city could consider adopting. Each potential action in the Toolkit would be explained; the explanation would include an expert developed formula (i.e. an equation with well-defined variables) for estimating the potential GHG emissions savings for that action.

A city could determine the potential GHG reduction impact of any climate action they might consider by inserting their local data into the defined variables of the appropriate Toolkit formula. If a city did this for a multitude of possible actions, the city could rank those possible actions in order of potential GHG reduction impact. Then they could schedule the most impactful actions in their own Climate Action Plan in hopes of hitting the future GHG reduction targets previously set by the King County Cities Climate Collaboration --i.e. 25% by 2020, 50% by 2030, 80% by 2050.

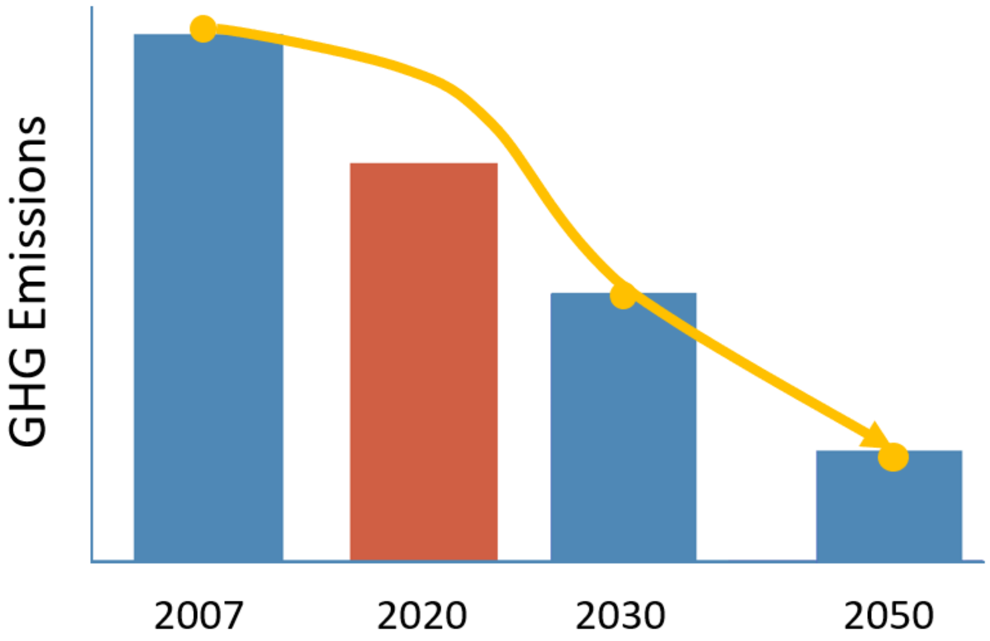
With such a Toolkit, any city could develop a comprehensive and measurable Climate Action Plan. Such a plan would list the city's chosen actions scheduled over time. Using the Toolkit formulae, anticipated GHG reduction outcomes could then be projected on a timeline. That would allow meaningful monitoring of GHG reduction outcomes. If actual outcomes are later found to be short of the needed trajectory toward the GHG reduction targets, the Toolkit could help a city choose new actions to help correct the outcome trajectory.


**BUT, developing that sort of toolkit from scratch would cost a lot of money and take too long.**

**After visiting with Portland staff last Friday, I think we can do it cheaper and faster by using the 2015 Portland/Multnomah plan as a starting point and tweaking it to get us off the ground faster.**

**Last October the IPCC report said that we only have about 12 years to dramatically reduce greenhouse gas emissions.**

**That means by 2030 we need to hit our original K4C target →**




**We therefore need a fast “lift off”.**

VI. C. Court Olson, Co-Chair,
People for Climate Action Coalition

# Will Kenmore join in the K4C climate actions planning huddle to take us there?

# What are those key numbers again?

- **72%** of the public is concerned
- **70%** of GHG emissions are from cities
- **171** possible city/county climate actions

# Questions?

# Voucher Certification and Approval

City of Kenmore
DATE RANGE:
12/31/2018

**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 the 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**

**Total Check #s 41559 through 41575: $92,048.01**

RLKe 1-28-19
City Manager / Date

Joanne M Gregory 1/22/19
Finance Director / Date

| Vendor Name | | Check # | Date | Description | Amount |
|---|---|---|---|---|---|
| SOFTWAREONE, INC. | | 41559 | 12/31/2018 | Office 365 Software Licenses | 46.59 |
| SOFTWAREONE, INC. | | 41560 | 12/31/2018 | Microsoft Office 365 License | 37.44 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 26.39 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 161.28 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 271.29 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 342.35 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 13.00 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 64.46 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 26.31 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 108.90 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 36.86 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 55.00 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 29.40 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 610.00 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 236.10 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 33.99 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 17.96 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 93.50 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 116.26 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 395.98 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 8.79 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 129.37 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Amazon/1000Bulbs/Tyler Forms/All Battery | 212.00 |
| BANNER BANK | KENMORE | 41561 | 12/31/2018 | Void | - |
| CENTER FOR HUMAN SERVICES | | 41563 | 12/31/2018 | Q4 2018 Clinical Programs | 1,500.00 |
| CENTER FOR HUMAN SERVICES | | 41563 | 12/31/2018 | Q4 2018 Family Support Centers | 3,750.00 |
| HANSEN, COREY | | 41564 | 12/31/2018 | Dec. 2018 Incubator Consultant | 4,180.00 |
| KENMORE ELEMENTARY PTA | | 41565 | 12/31/2018 | Q4 2018 Social Service Support | 1,250.00 |

| | | | | |
|---|---|---|---|---|
| KING COUNTY FINANCE | 41566 | 12/31/2018 | Nov. 2018 Community Works Program | 13,154.75 |
| MR. T'S TROPHIES | 41567 | 12/31/2018 | Planning Commision Members Name Plates | 30.69 |
| NORTHSHORE SENIOR CENTER | 41568 | 12/31/2018 | Q4 2018 Senior Center Transportation | 1,650.00 |
| NORTHWEST ARBORICULTURE LLC | 41569 | 12/31/2018 | SWM Facility Maintenance | 7,908.24 |
| NORTHWEST ARBORICULTURE LLC | 41569 | 12/31/2018 | SWM Facility Maintenance | 1,633.24 |
| NORTHWEST ARBORICULTURE LLC | 41569 | 12/31/2018 | SWM Facility Maintenance | 1,527.38 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 28.01 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 21.01 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 147.05 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 63.02 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 28.01 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 98.04 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 56.02 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 119.04 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 42.02 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 56.02 |
| OFFICE DEPOT | 41570 | 12/31/2018 | Misc. Office Supplies | 42.02 |
| SCORE | 41571 | 12/31/2018 | Dec. 2018 Jail Services | 33,480.00 |
| SHANNON & WILSON, INC. | 41572 | 12/31/2018 | Kenmore SMP/Critical Areas Update | 11,216.25 |
| SITTS & HILL ENGINEERS, INC. | 41573 | 12/31/2018 | Nov. 2018 Squires Landing Wetland & Stream Flag | 5,730.00 |
| WONDERLAND DEVELOPMENT | 41574 | 12/31/2018 | Q4 2018 Wonderland Development Center | 1,250.00 |
| OFFICE DEPOT | 41575 | 12/31/2018 | Office Supplies | 6.99 |
| OFFICE DEPOT | 41575 | 12/31/2018 | Office Supplies | 6.99 |
| | | | Total | $ 92,048.01 |

VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

City of Kenmore

# Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 0002 | ACTION ENTERTAINMENT | 500.00 |
| 0014 | AMERICAN PLANNING ASSOCIATION | 1,778.00 |
| 0022 | ASSOCIATION OF WA CITIES | 34,315.40 |
| 0024 | BAKER, DAVID | 4,315.16 |
| 0025 | BAKER, SHERI | 16,307.24 |
| 0037 | BASTYR UNIVERSITY | 50,531.54 |
| 0047 | BRAVO ENVIRONMENTAL , NW INC. | 96.00 |
| 0050 | BRUCE C ALLEN & ASSOC INC | 7,500.00 |
| 0054 | BULGER SAFE & LOCK, INC. | 1,149.22 |
| 0064 | CASCADE PEST CONTROL | 1,716.00 |
| 0067 | CENTER FOR HUMAN SERVICES | 26,250.00 |
| 0076 | CITY OF BELLEVUE | 138,344.00 |
| 0083 | CITY OF LAKE FOREST PARK | 933,265.98 |
| 0086 | CITY OF SHORELINE | 8,796.90 |
| 0092 | CODE PUBLISHING COMPANY | 4,505.94 |
| 0099 | CONSOLIDATED PRESS | 19,314.66 |
| 0103 | COSTCO WHOLESALE MEMBERSHIP | 60.00 |
| 0106 | CROWN PRODUCTS LLC | 3,008.47 |
| 0109 | DAILY JOURNAL OF COMMERCE | 165.60 |
| 0111 | DEPARTMENT OF ECOLOGY | 38,579.96 |
| 0121 | REPUBLIC SERVICES | 15,876.52 |
| 0137 | FERGUSON ENTERPRISES INC #1539 | 2,213.13 |
| 0145 | FRUHLING SAND & TOPSOIL | 4,642.50 |
| 0151 | CALPORTLAND COMPANY | 125,408.14 |
| 0152 | GOVERNMENT FINANCE OFFICERS ASSOC | 190.00 |
| 0173 | HOME DEPOT CREDIT SERVICES | 2,735.11 |
| 0184 | INSLEE, BEST, DOEZIE & RYDER, P.S. | 216,282.90 |
| 0197 | JET CITY PRINTING | 3,755.41 |
| 0201 | KCDA PURCHASING COOP | 16,919.77 |
| 0205 | KENMORE HERITAGE SOCIETY | 5,183.15 |
| 0206 | KENMORE MIDDLE SCHOOL | 9,963.62 |
| 0212 | KING COUNTY FINANCE W.L.R.D. | 37,041.49 |
| 0213 | KING COUNTY ANIMAL SVCS | 4,115.00 |
| 0217 | KING COUNTY DISTRICT COURT | 127,468.00 |
| 0218 | KING COUNTY FINANCE | 4,574.33 |
| 0219 | KING COUNTY FINANCE | 720,661.45 |
| 0224 | SOUND PUBLISHING, INC. | 6,459.70 |
| 0229 | KING COUNTY OFFICE OF FINANCE | 4,408.02 |
| 0230 | KING COUNTY RADIO COMM SERVICES | 1,201.20 |
| 0233 | KING COUNTY SHERIFF | 3,494,399.96 |
| 0235 | KING COUNTY TREASURY | 24,269.72 |
| 0237 | FEDEX OFFICE | 88.84 |
| 0246 | LAKE CITY PICTURE FRAMING | 257.85 |
| 0251 | LIGHTHOUSE CONSULTING INC | 67,859.40 |
| 0261 | PENDLETON CONSULTING LLC | 9,659.35 |
| 0265 | MORGAN SOUND INC | 3,733.95 |
| 0267 | MR. T'S TROPHIES | 417.03 |
| 0285 | NORTHSHORE FIRE DEPT | 8,694.96 |
| 0287 | NORTHSHORE SENIOR CENTER | 33,250.00 |
| 0288 | NORTHSHORE UTILITY DIST | 201,189.86 |
| 0289 | NORTHSHORE YMCA | 6,500.00 |
| 0290 | NORTHSHORE YOUTH & FAMILY SERVICES | 16,000.00 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report**

**For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 0292 | HONEY BUCKET | 4,640.60 |
| 0299 | EBIX, INC./ TOPHEALTH | 118.27 |
| 0300 | OFFICE DEPOT | 10,727.56 |
| 0302 | ACCOUNTEMPS | 16,611.30 |
| 0304 | OLYMPIC ENVIRONMENTAL RESOURCES INC | 27,586.94 |
| 0310 | PACIFIC TOPSOILS | 4,770.11 |
| 0314 | PETTY CASH CUSTODIAN | 1,172.72 |
| 0327 | PUGET SOUND CLEAN AIR AGENCY | 18,341.00 |
| 0328 | PUGET SOUND ENERGY | 179,969.36 |
| 0329 | PUGET SOUND FINANCE OFFICERS ASSOC | 50.00 |
| 0331 | PUGET SOUND REGIONAL COUNCIL | 8,616.00 |
| 0345 | SEATTLE TIMES | 13,081.93 |
| 0346 | SECRETARY OF STATE | 8,629.06 |
| 0350 | SIGN UP, SIGN CO, INC | 979.00 |
| 0355 | STAPLES ADVANTAGE | 9,534.87 |
| 0356 | STATE AUDITOR'S OFFICE | 30,236.54 |
| 0357 | STEWART MACNICHOLS HARMELL, INC. | 60,000.00 |
| 0359 | SOUND CITIES ASSOC | 45.00 |
| 0365 | TOTAL LANDSCAPE CORP | 131,992.40 |
| 0370 | UNITED RENTALS NW, INC | 905.61 |
| 0371 | UNITED STATES POSTMASTER | 11,540.01 |
| 0374 | URBAN LAND INSTITUTE | 440.00 |
| 0375 | US POSTAL SERVICE (HASLER) | 10,299.47 |
| 0385 | WA ASSOC OF BUILDING OFFICIALS | 140.00 |
| 0386 | WA ASSOC OF CODE ENFORCEMENT | 280.00 |
| 0387 | WA CITIES INSURANCE AUTHORITY | 274,303.00 |
| 0389 | WASHINGTON CITY/COUNTY MGMT ASSOC | 630.00 |
| 0390 | WA FINANCE OFFICERS ASSOCIATION | 150.00 |
| 0391 | WASHINGTON MUNICIPAL CLERKS ASSOC | 75.00 |
| 0400 | WASHINGTON STATE DEPT OF REVENUE | 2,043.00 |
| 0401 | WA STATE DEPT OF TRANSPORTATION | 5,000.33 |
| 0405 | WASHINGTON STATE OFFICE CASH MGMT | 2,207.50 |
| 0412 | COLUMBIA RIDGE LANDFILL | 11,237.54 |
| 0416 | WETLANDS & WOODLANDS INC | 2,340.13 |
| 0419 | WONDERLAND DEVELOPMENT | 6,250.00 |
| 0422 | NATIONWIDE FINANCIAL 401a | 328,015.43 |
| 0423 | NATIONWIDE RETIREMENT SOLUTIONS 457 | 8,125.00 |
| 0424 | ICMA RETIREMENT TRUST 457 - 304745 | 103,641.55 |
| 0425 | DRS 457 | 16,619.90 |
| 0426 | AFLAC | 3,925.20 |
| 0428 | BANK OF AMERICA 941 | 413,622.59 |
| 0429 | AWC EMPLOYEE BENEFITS | 571,745.23 |
| 0431 | DEPARTMENT OF RETIREMENT SYSTEMS | 610,630.43 |
| 0432 | DEPARTMENT OF LABOR AND INDUSTRIES | 41,422.50 |
| 0434 | UNITED WAY OF KING COUNTY | 1,939.86 |
| 0436 | NATIONAL LIFE OF VERMONT | 1,478.04 |
| 0441 | DANSOUND INC | 7,834.20 |
| 0448 | UPS STORE | 322.98 |
| 0449 | ACF WEST INC | 1,396.73 |
| 0450 | AURORA RENTS | 335.32 |
| 0473 | ARTS OF KENMORE | 7,800.00 |
| 0480 | WASHINGTON TREE SERVICE INC | 1,540.00 |
| 0484 | CITY WIDE FENCE COMPANY, INC | 13,467.30 |
| 0494 | SECRETARY OF STATE | 3,818.83 |
| 0497 | DAY WIRELESS SYSTEMS | 395.79 |
| 0501 | MACLEOD RECKORD | 12,332.49 |
| 0542 | AMERICAN SOCIETY OF COMPOSERS | 352.38 |
| 0550 | KING COUNTY RECORDER'S OFFICE | 2,400.00 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 0558 | SNOHOMISH COUNTY | 4,179.00 |
| 0564 | AMERICAN PUBLIC WORKS ASSOCIATION | 1,485.00 |
| 0575 | FUNRENT | 1,532.30 |
| 0584 | WASHINGTON STATE PATROL | 620.09 |
| 0586 | MAIL FINANCE | 2,828.10 |
| 0588 | ENVIRONMENTAL SYSTEMS RESEARCH INST | 5,720.00 |
| 0594 | RANDALL, BRIAN | 2,746.19 |
| 0610 | WA STATE DEPT OF TRANSPORTATION | 175.00 |
| 0611 | KD CANOPY | 3,173.00 |
| 0617 | KING COUNTY FINANCE | 527.05 |
| 0639 | KONICA MINOLTA BUSINESS SOLUTIONS | 2,689.46 |
| 0641 | TELESYSTEMS WEST | 137.51 |
| 0675 | BANNER BANK CS | 612.44 |
| 0685 | PACE ENGINEERS, INC. | 405,329.26 |
| 0689 | DIGITAL REPROGRAPHICS SERVICES INC. | 396.45 |
| 0690 | BUILDERS EXCHANGE OF WASHINGTON INC | 90.00 |
| 0692 | HDR ENGINEERING, INC | 609,792.20 |
| 0696 | AMERICAN GENERAL LIFE GPO-400S | 3,880.88 |
| 0699 | BANNER BANK DB | 1,923.57 |
| 0743 | BANNER BANK NO | 15,034.31 |
| 0764 | OUSLEY, NANCY | 3,450.67 |
| 0766 | iCOMPASS TECHNOLOGIES, INC. | 17,304.00 |
| 0781 | QUALITY BUSINESS SYSTEMS INC. | 13,506.04 |
| 0785 | FINANCIAL CONSULTANTS INT'L INC | 196.02 |
| 0788 | CURTIS, DR. MILTON | 175.52 |
| 0791 | NORTHSHORE ROTARY CLUB | 974.00 |
| 0800 | BANNER BANK JG | 22,270.50 |
| 0817 | GRAINGER | 1,596.99 |
| 0831 | NORTHSHORE PARK & REC SERVICE AREA | 2,567.00 |
| 0833 | VAUGHAN, KENT | 519.13 |
| 0834 | BANNER BANK KENMORE | 38,846.24 |
| 0851 | EVER-MARK, LLC | 8,318.44 |
| 0852 | GREGORY, JOANNE | 614.36 |
| 0858 | A+ CONFERENCING | 575.41 |
| 0868 | JAYMARC - AV | 15,514.67 |
| 0869 | BANNER BANK JGORDON | 15,539.40 |
| 0892 | JACOBS ENGINEERING GROUP | 1,307,762.81 |
| 0898 | ZONAR SYSTEMS | 527.73 |
| 0899 | SHRED-IT USA LLC | 1,153.46 |
| 0912 | ALCALDE & FAY | 60,867.49 |
| 0913 | KENMORE ELEMENTARY PTA | 5,000.00 |
| 0937 | ZUMAR | 1,516.02 |
| 0981 | COMCAST BUSINESS | 31,756.22 |
| 0983 | PASSPORT TRAVEL AND TOURS | 2,487.99 |
| 0994 | GORDON THOMAS HONEYWELL | 48,000.91 |
| 0996 | ANDERSON, LAURI | 184.73 |
| 1000 | JRW ENTERPRISES | 6,635.54 |
| 1003 | iWORQ SYSTEMS | 2,800.00 |
| 1010 | TOWN CENTER HARDWARE | 2,380.96 |
| 1032 | SAWYER, RICHARD | 614.30 |
| 1034 | EMERALD FIRE LLC | 393.80 |
| 1045 | HORIZON DISTRIBUTORS INC | 2,484.48 |
| 1047 | SARAH ROBERTS | 122,772.87 |
| 1052 | FIRE PROTECTION, INC | 13,188.33 |
| 1068 | WA STATE DEPT OF LABOR & INDUSTRIES | 141.60 |
| 1114 | PHSI PURE HEALTH SOLUTIONS INC. | 1,242.07 |
| 1116 | FRONTIER | 12,716.24 |
| 1118 | FAZZARI MARKETING | 898.56 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 1123 | AM TEST, INC | 2,225.00 |
| 1131 | SUSSMAN/PREJZA & CO, INC | 2,850.00 |
| 1140 | PAWS | 2,790.00 |
| 1148 | AGORA NW LLC | 568.75 |
| 1152 | WASHINGTON ENERGY SERVICES CO. LLC | 36.75 |
| 1161 | INDEPENDENT STATIONERS | 166.01 |
| 1168 | SCHINDLER ELEVATOR CORPORATION | 5,489.50 |
| 1177 | WELLS FARGO FINANCIAL | 7,564.00 |
| 1181 | BANNER BANK BH | 7,542.86 |
| 1186 | NICK MINZGHOR | 175.00 |
| 1192 | HOPKINS, CRAIG | 715.62 |
| 1193 | DEVRIES, DENIS | 226.20 |
| 1197 | MILLER STEPHENS, MARY | 16,250.00 |
| 1215 | STATE OF FLORIDA DISBURSEMENT UNIT | 7,150.00 |
| 1216 | ADVANCE TESTING & SERVICE INC | 1,248.00 |
| 1222 | OLSON BROTHERS PRO-VAC | 79,153.80 |
| 1226 | CONTECH ENGINEERED SOLUTIONS, INC | 990.00 |
| 1257 | BROADCAST MUSIC, INC. | 349.00 |
| 1259 | PERTEET INC. | 76,415.92 |
| 1266 | AAA FLAG & BANNER MFG. CO., INC. | 3,022.34 |
| 1269 | KAMINS CONSTRUCTION INC. | 11,995.36 |
| 1291 | SCHNEE, CARLA | 661.96 |
| 1299 | VERIZON WIRELESS | 5,868.25 |
| 1309 | BANNER BANK BAKER | 11,191.83 |
| 1311 | WASHINGTON STATE PATROL | 2,514.99 |
| 1313 | BOTHELL KENMORE CHAMBER OF COMMERCE | 12,236.00 |
| 1322 | AABCO BARRICADE COMPANY INC. | 1,848.00 |
| 1326 | JOYCE ZIKER PARKINSON | 692.50 |
| 1327 | HWA GEOSCIENCES INC. | 1,120.44 |
| 1328 | ANCHOR QEA, LLC | 900.00 |
| 1331 | KBA INC. | 28,179.10 |
| 1333 | WELWEST CONSTRUCTION INC. | 6,446.43 |
| 1337 | STATE OF WA DEPT. OF LICENSING | 7.72 |
| 1339 | STATE OF WA DEPARTMENT OF LICENSING | 30.00 |
| 1342 | PETERSON, JANET | 1,050.00 |
| 1356 | KARLINSEY, ROB | 1,946.17 |
| 1357 | KENMORE COMMERCIAL LLC | 36,286.67 |
| 1358 | ALPHAGRAPHICS | 2,278.46 |
| 1359 | EVERGREEN FIRE AND SAFETY, INC. | 161.15 |
| 1360 | GOODSELL POWER EQUIPMENT #2 INC. | 1,656.82 |
| 1363 | INNOVAC | 147,032.90 |
| 1370 | WINTERBOURNE LANDSCAPE | 1,836.47 |
| 1372 | AAA PRINTING | 7,699.34 |
| 1377 | D.R. HORTON | 7,500.00 |
| 1383 | CHICAGO TITLE | 50,000.00 |
| 1385 | CITYWORKS/ AZTECA SYSTEMS INC. | 22,000.00 |
| 1389 | SELECT AIR SVCS DBA GREENWOOD HEATING | 396.90 |
| 1390 | UTILITIES UNDERGROUND LOCATION CTR | 2,460.03 |
| 1402 | NORTHWEST MARINE TRADE ASSOCIATION | 450.00 |
| 1403 | OSBORN CONSULTING INC. | 66,451.84 |
| 1411 | INTERNATIONAL BUSINESS INNOVATION | 525.00 |
| 1412 | SKAGIT GARDENS | 4,356.88 |
| 1416 | MOBILE MINI, INC. | 959.75 |
| 1420 | SAUVE, GAYLEN | 400.00 |
| 1431 | BRIEN, GAYLYNN | 650.00 |
| 1437 | VOLGISTICS, INC | 540.00 |
| 1452 | CITY OF KENT | 500.00 |
| 1456 | HESTON VISUAL ARTS | 1,133.00 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 1457 | LANGUAGE LINE SERVICES, INC. | 48.83 |
| 1459 | FLEMINGS HOLIDAY LIGHTING LLC | 11,507.64 |
| 1465 | WA TRUST FOR HISTORIC PRESERVATION | 100.00 |
| 1478 | HERBIG, NIGEL | 897.01 |
| 1479 | A V CAPTURE ALL | 4,740.12 |
| 1480 | VERTICAL VISUAL SOLUTIONS INC. | 11,811.25 |
| 1485 | WA ASSOC OF PUBLIC RECORDS OFFICERS | 475.00 |
| 1500 | MARINE FLOATS CORPORATION | 34,574.96 |
| 1504 | SCORE | 372,740.11 |
| 1521 | SPOT HOT DOG & BRATS | 12.00 |
| 1533 | 314 PIE | 48.00 |
| 1540 | A-1 LANDSCAPING AND CONSTRUCTION, INC | 144,961.23 |
| 1541 | HEWITT | 2,255.00 |
| 1544 | METROPOLITAN TRANS. COMMISSION | 1,500.00 |
| 1550 | HANSEN, COREY | 53,680.00 |
| 1552 | DENUSKI, STACEY | 46.70 |
| 1555 | LINCOLN NATIONAL LIFE INSURANCE | 12,696.19 |
| 1563 | SHANE-KULMER, SEAN P. | 300.00 |
| 1577 | MUMMA, RYAN | 1,328.82 |
| 1580 | NORTHWEST TROPHY | 566.19 |
| 1581 | STARDOM SERVICES, INC. | 6,120.00 |
| 1584 | STUDIO 3 SIGNS | 2,609.37 |
| 1590 | HERMANSON COMPANY, LLP | 10,405.27 |
| 1591 | ULINE | 1,062.67 |
| 1596 | NW ENVIRONMENTAL TRAINING CENTER | 700.00 |
| 1598 | HELMETS R US INC | 208.97 |
| 1606 | GALLATIN PUBLIC AFFAIRS | 46,080.00 |
| 1607 | SCHOCK, BRETT | 829.47 |
| 1609 | MARSHBANK CONSTRUCTION | 31,952.47 |
| 1629 | WESTERN DISPLAY FIREWORKS, LTD. | 18,000.00 |
| 1634 | SREBNIK, DEBRA | 314.42 |
| 1655 | CATHOUSE PIZZA | 30.00 |
| 1657 | STEWART TITLE COMPANY | 17,095.10 |
| 1661 | WHITEMAN, TELA | 712.51 |
| 1667 | PRINTWEST | 545.60 |
| 1673 | KPFF CONSULTING ENGINEERS | 428,537.47 |
| 1678 | VICENTE, JOHN | 522.07 |
| 1689 | MOTT MACDONALD GROUP, INC. | 461,483.89 |
| 1690 | SITTS & HILL ENGINEERS, INC. | 11,486.47 |
| 1704 | BANNER BANK RK | 12,121.19 |
| 1711 | SOFTWAREONE, INC. | 9,009.21 |
| 1715 | THE WIDE FORMAT COMPANY | 770.00 |
| 1718 | RESOURCE EXPLORATION, LLC | 20,000.00 |
| 1719 | SALTER, JON | 1,202.40 |
| 1721 | GOOD TO GO | 50.80 |
| 1726 | UNITED STATES TREASURY | 30.30 |
| 1731 | NORTHWEST ARBORICULTURE LLC | 40,787.04 |
| 1732 | PERFORMANCE SYSTEMS INTEGRATION LLC | 973.50 |
| 1733 | BELMARK, LLC | 7,832.80 |
| 1734 | TOP TO BOTTOM JANITORIAL, INC. | 21,447.00 |
| 1738 | MUNIMANAGE, LLC | 168,990.00 |
| 1739 | FIX AUTO | 2,875.38 |
| 1754 | RFI ENTERPRISES INC. | 9,603.00 |
| 1759 | CORT PARTY RENTAL | 541.87 |
| 1762 | BAKER, BRIDGIT | 149.16 |
| 1774 | OWEN EQUIPMENT COMPANY | 2,530.55 |
| 1782 | SWANK MOTION PICTURES, INC. | 1,128.60 |
| 1785 | ECOSS | 7,183.50 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** | **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 1786 | TYLER TECHNOLOGIES, INC. | 17,341.50 |
| 1788 | LITTLE, ERIK | 4,387.20 |
| 1791 | PROFFITT, QUINN | 150.00 |
| 1794 | CLEARWATER LEAK DETECTION, INC. | 825.00 |
| 1795 | CABOT DOW ASSOCIATES, INC. | 2,929.25 |
| 1796 | EXPONENT, INC. | 6,027.50 |
| 1798 | OLBRECHTS & ASSOCIATES, PLLC | 3,393.50 |
| 1806 | RYCO EQUIPMENT, INC. | 1,155.00 |
| 1810 | ABBEY PARTY RENTS OF WA, INC. | 2,797.54 |
| 1814 | YSI INCORPORATED, A XYLEM BRAND | 1,417.82 |
| 1816 | NAVIA | 18,655.88 |
| 1818 | GORLIN, LARRY N. | 907.50 |
| 1819 | COSTTREE, LLC | 3,000.00 |
| 1822 | ECO-COUNTER | 840.00 |
| 1824 | URBAN FORESTRY SERVICES, INC. | 842.47 |
| 1826 | MCCLURE AND SONS, INC. | 5,794.00 |
| 1827 | LENTZ, FLORENCE K. | 750.00 |
| 1828 | QUALITY BUSINESS SYSTEMS - WELLS FARGO | 6,940.03 |
| 1829 | SHI INTERNATIONAL CORP. | 351.81 |
| 1843 | TUFF SHED, INC | 6,046.70 |
| 1848 | STANLEY PATRICK STRIPING COMPANY | 23,417.50 |
| 1852 | STANTON, ANN | 57.77 |
| 1855 | OFFICE DEPOT | 2,083.92 |
| 1859 | IRON CREEK CONSTRUCTION LLC | 1,820.63 |
| 1863 | HAULAWAY STORAGE CONTAINERS, INC. | 1,241.26 |
| 1864 | INTERNATIONAL SOC. OF ARBORICULTURE | 185.00 |
| 1873 | ENGINEERING/REMEDIATION RES. GROUP | 69,344.72 |
| 1879 | HOLMBERG COMPANY | 12,575.10 |
| 1884 | CADMAN MATERIALS, INC. | 2,563.01 |
| 1886 | WSAPT | 35.00 |
| 1889 | WILLIAMS, KASTNER & GIBBS PLLC | 32,714.93 |
| 1892 | DEVON LEGER | 3,600.00 |
| 1893 | YUNUSOV, SURIYA | 36.00 |
| 1900 | ASPECT CONSULTING LLC | 3,619.57 |
| 1901 | NORTH COAST ELECTRIC COMPANY | 1,119.15 |
| 1907 | CHRISTOPHER, MARINA | 1,300.00 |
| 1908 | VAUGHAN, KENT | 700.00 |
| 1913 | GRAND EVENT RENTALS | 4,109.03 |
| 1914 | MCNAMARA SIGNS | 440.40 |
| 1920 | BERGER PARTNERSHIP | 12,270.82 |
| 1921 | CITY OF MARYSVILLE PARKS, CULTURE & RECREATION | 2,800.00 |
| 1926 | GUARDIAN SECURITY SYSTEMS, INC. | 2,056.80 |
| 1930 | T-MOBILE USA, INC. | 2,758.98 |
| 1932 | U.S. BANK N.A. - CUSTODY | 624.00 |
| 1935 | YUMMY BOX FOOD TRUCK LLC | 612.00 |
| 1936 | SUPERION, LLC | 26,598.95 |
| 1939 | ARCHIVESOCIAL, INC. | 2,388.00 |
| 1942 | THE VET CHEF LLC | 120.00 |
| 1944 | OHNO CONSTRUCTION | 73,775.10 |
| 1945 | GLASS MASTERS LLC | 1,050.00 |
| 1946 | FALL PROZ INC | 3,886.00 |
| 1948 | MULTICARE CENTERS OF OCCUPATIONAL MEDICINE | 210.00 |
| 1953 | CONNOR, DARLENE | 250.00 |
| 1955 | HUIZENGA ENTERPRISES, LLC | 115,904.13 |
| 1960 | WALTER E. NELSON CO. | 554.75 |
| 1961 | WESTERN ENTRANCE TECHNOLOGY, LLC | 605.00 |
| 1962 | BANNER BANK SKROGH | 11,273.34 |
| 1963 | COMBINED CONSTRUCTION, INC. | 26,947.25 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 1964 | EARTHWORKS | 56,670.60 |
| 1968 | ALEXANDER PARTY RENTALS | 924.69 |
| 1969 | CAPITOL ASSET & PAVEMENT SERVICES INC. | 3,460.00 |
| 1970 | CROSSROAD SIGN | 4,769.60 |
| 1975 | COMMUNITY ATTRIBUTES INC. | 39,334.12 |
| 1979 | MSPT VI, LLC | 7,500.00 |
| 1980 | HRA VEBA TRUST | 27,675.00 |
| 1982 | CRAWFORD ELECTRIC | 366.55 |
| 1985 | CONTRACT LAND STAFF LLC | 10,244.00 |
| 1987 | KITSAP CONFERENCE CENTER | 124.69 |
| 1989 | WA TRAFFIC SAFETY COMMISION | 103.49 |
| 1990 | GLOCK PROFESSIONAL, INC. | 500.00 |
| 1991 | WASHINGTON STATE TREASURER | 13,260.56 |
| 1993 | HYAS GROUP, LLC | 7,500.00 |
| 1994 | LAKE CITY PARTNERS ENDING HOMELESSNESS | 2,000.00 |
| 1995 | REY TRANSLATIONS | 5,775.69 |
| 1996 | SEQUOYAH ELECTRIC LLC | 7,477.80 |
| 1997 | BARCLAY DEAN ARCHITECTURAL PRODUCTS, LLC | 610.50 |
| 1998 | JOHNSTON GROUP, LLC | 30,292.50 |
| 1999 | KING COUNTY POLICE CHIEFS ASSOCIATION | 20.00 |
| 2000 | WILLIAMS MECHANICAL, INC. | 2,931.50 |
| 2001 | PETERSEN BROTHERS, INC. | 1,994.16 |
| 2002 | GHORBANI, FARIBA | 472.00 |
| 2003 | INNOVATIVE COMFORT SYSTEMS, INC. | 255.15 |
| 2004 | RED BARN ENGINEERING, INC. | 291.77 |
| 2005 | VAN DYK, JOE | 850.00 |
| 2006 | SOMOL HAMASAKI, KRIS | 36.75 |
| 2007 | HYDROPOINT DATA SYSTEMS, INC. | 517.01 |
| 2008 | MEAD GILMAN & ASSOCIATES | 40.00 |
| 2009 | O'CONNOR CONSULTING GROUP, LLC | 25,000.00 |
| 2010 | JUDHA OF LION LANDSCAPING | 388,965.49 |
| 2011 | PLAN TO PERMIT, LLC | 4,235.00 |
| 2012 | DDK DESIGNS, LLC | 35.38 |
| 2013 | THE POTTING SHED | 1,787.50 |
| 2015 | INGLEWOOD VILLAGE III CONDOMINIUMS | 48,661.20 |
| 2017 | DARRELL THOMSON | 5,781.00 |
| 2018 | LAKE HARRISON ESTATES | 7,500.00 |
| 2019 | EMERALD CITY STATEWIDE | 2,829.75 |
| 2020 | KA CREATIVE SERVICES | 1,180.00 |
| 2021 | GEOTERRA, INC. | 5,951.48 |
| 2023 | HR&A ADVISORS, INC | 175,000.00 |
| 2024 | DFR LAW GROUP, LLC | 3,600.00 |
| 2025 | LOCAL PROS PAINTING | 8,789.00 |
| 2026 | HEAT FLOW MECHANICAL LLC | 113.40 |
| 2027 | MERIT HOMES, INC. | 7,747.90 |
| 2028 | PRIDE ELECTRIC INC. | 13,245.54 |
| 2029 | HAWTHORNE GLEN 12, LLC | 7,500.00 |
| 2030 | ZEP SALES & SERVICE | 869.44 |
| 2031 | ANDREW POGUE PHOTOGRAPHY LLC | 2,050.00 |
| 2032 | DOOR PROS INC. | 971.85 |
| 2033 | DUGAN, GERALD & GAIL | 3,000.00 |
| 2034 | GEO GROUP NORTHWEST INC. | 10.60 |
| 2035 | JURASSIC PARLIAMENT | 1,458.35 |
| 2037 | PRO-LONG ROOF CARE & GUTTERS | 1,097.80 |
| 2038 | SKEFFINGTON, ELAINE | 300.00 |
| 2039 | ATTORNEY & NOTARY SUPPLY, INC. | 80.30 |
| 2040 | SEAPLANE LLC | 96.25 |
| 2041 | LAKE UNION SEA RAY | 14,740.15 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 2042 | CRITERION PICTURES USA | 940.00 |
| 2043 | LIGHTING GROUP NORTHWEST | 2,431.19 |
| 2044 | THE PART WORKS, INC. | 67.12 |
| 2045 | PERFORMANCE JOURNEYS, INC. | 24,000.00 |
| 2047 | PUGET SOUND PLANTS | 34,832.05 |
| 2048 | SMS CLEANING, INC. | 45,600.00 |
| 2049 | SUNBELT RENTALS | 952.39 |
| 2050 | NORCAN-OSINT | 280.00 |
| 2051 | PANTAC, LLC | 128.57 |
| 2052 | J. A. BRENNAN ASSOCIATES, PLLC | 28,567.00 |
| 2053 | WINDOW COVERINGS USA | 1,463.00 |
| 2054 | BLUE FLAME HEATING, AIR & ELECTRIC | 255.15 |
| 2055 | WESTERN CENTURIES | 1,250.00 |
| 2056 | J3 ARCHITECTS LLC | 850.00 |
| 2057 | WIRTHLIN CONSULTING GROUP LLC | 4,489.00 |
| 2058 | FLAMENCO SEATTLE LLC | 500.00 |
| 2059 | JARRETT, WINSTON | 1,300.00 |
| 2060 | LEVA, VIVIAN | 1,750.00 |
| 2061 | SQUIRREL BUTTER LLC | 250.00 |
| 2062 | YOGOMAN | 1,000.00 |
| 2063 | French Touchup LLC | 4,608.00 |
| 2064 | Bud Clary Dodge/Chevrolet | 31,975.29 |
| 2065 | AMY'S ARTISTIC EXPRESSIONS | 200.00 |
| 2066 | COUSINEAU, NICK | 131.63 |
| 2067 | CRAWFORD, KRISTIN | 121.21 |
| 2068 | DITCH MAINTENANCE SERVICES | 18,743.70 |
| 2069 | EMERSON, DEVIN | 76.99 |
| 2070 | GREEN SOLUTIONS HEATING & COOLING | 255.15 |
| 2071 | GRETTE ASSOCIATES LLC | 10,389.72 |
| 2072 | HIPBONE RECORDS | 1,750.00 |
| 2073 | HOOPSMILES | 237.00 |
| 2074 | KATO, CATHERINE | 142.60 |
| 2075 | LANDEZA, PATRICK | 2,200.00 |
| 2076 | THE CHEESE PIT | 78.00 |
| 2077 | THEO'S GYROS | 216.00 |
| 2078 | WA RECREATION & PARK ASSOC. | 2,415.00 |
| 2079 | ZESBAUGH, INC. | 275.00 |
| 2080 | PLAYOUT FOUNDATION | 1,886.50 |
| 2081 | SHANNON & WILSON, INC. | 128,368.94 |
| 2082 | FRELARD TAMALES | 72.00 |
| 2083 | THE 12TH DAWG MOBILE FOOD TRUCK | 114.00 |
| 2084 | Lakeland Restoration Services, LLC | 51,892.50 |
| 2086 | BOND, STEPHANIE | 59.95 |
| 2087 | BOYER, ANDREW | 170.64 |
| 2088 | DCI PLUMBING | 1,736.70 |
| 2089 | DRUMMOND, NICHOLAS D. | 1,000.00 |
| 2090 | SARA SOLUM HAYASHI | 1,500.00 |
| 2091 | MCDONALD, DON & BEVERLY | 265.33 |
| 2092 | PETERSON, DAVID A. | 300.00 |
| 2093 | THE WARREN G. HARDINGS | 1,500.00 |
| 2094 | THORSON BARNETT & MCDONALD, P.C. | 4,612.50 |
| 2095 | TRANSPO GROUP USA INC. | 8,265.00 |
| 2096 | TUPLING, SANDRA | 56.90 |
| 2097 | ROBINSON NOBLE | 21,931.78 |
| 2098 | A & G PROPERTY, LLC | 54,300.00 |
| 2099 | INGLEWOOD GOLF CLUB | 6,750.00 |
| 2100 | HOPKINS KENMORE LLC | 22,800.00 |
| 2101 | PENINSULA FINANCIAL CONSULTING | 11,890.98 |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

**Vendor Purchasing Report** **For Date Range 01/01/2018 - 12/31/2018**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 2102 | CHG SF LLC | 10,128.90 |
| 2103 | WILLIAMS, MARLA J. | 40.00 |
| 2104 | INGLEWOOD CONDOMINIUM ASSOCIATION | 100.00 |
| 2105 | LEGACY HOMES | 7,500.00 |
| 2106 | Pacific Golf & Turf | 14,252.24 |
| 2107 | BOTHELL SKI & BIKE | 94.54 |
| 2108 | DAMAGE RECOVERY | 124.50 |
| 2109 | SEATOWN DEVELOPMENT GROUP | 7,869.50 |
| 2110 | WILLIAM GARZA CREATIVE | 800.00 |
| 2111 | TYE FOUR, LLC | 5,000.00 |
| 2112 | TRANSPORTATION SOLUTIONS, INC. | 1,350.00 |
| 2113 | WA ASSOC. OF SHERIFFS & POLICE CHIEFS | 180.00 |
| 2115 | INGLEWOOD SQUARE PARTNERSHIP | 5,700.00 |
| 2117 | WILCOX, ROBERTA | 335.48 |
| 2118 | MERIDIAN TERRACE | 43,066.02 |
| 2119 | PIONEER TOWING COMPANY | 403,000.00 |
| 2120 | LAKEPOINTE, INC. | 77,000.00 |
| 2121 | W. DEAN WEIDNER | 106,000.00 |
| 2122 | W. DEAN WEIDNER | 3,700.00 |
| 2123 | GREATER SEATTLE PARTNERS | 1,000.00 |
| 2124 | ALEXANDER'S STONE ART INC. | 330.00 |
| 2126 | SCHWARZWALTER, MARK | 272.16 |
| 2128 | SUNDANCE ENERGY SERVICES | 36.75 |
| 2129 | CHELIN, KELLY | 86.40 |
| 2130 | CGINI | 11,060.53 |
| 2131 | ADOPT A STREAM FOUNDATION | 660.00 |
| 2132 | FUELCARE | 3,122.35 |
| 2133 | LEE, JENNA | 250.00 |
| 2135 | AMERICAN SOLUTIONS FOR BUSINESS | 1,254.38 |
| 2137 | ECIVIS, INC. | 3,000.00 |
| 2138 | HORVATH, PETER | 34.00 |
| 2139 | VALENTINE ROOFING INC. | 208.10 |
| 2140 | VENIS, ROSALIND | 30.00 |
| 2141 | STERLING, ERNIE | 9,995.61 |
| 2142 | ICMA RETIREMENT C/O ALLFIRST BANK - 109964 | 11,235.68 |
| 2143 | ERIK D PLUMBER LLC | 330.00 |
| 2144 | MODUS TECHNOLOGY, INC. | 1,472.79 |
| 2145 | NORTHWEST ELECTRIC AND SOLAR | 8,076.28 |
| 2146 | NOVA SOLUTIONS | 3,000.00 |
| 2147 | SOD SPOT LLC | 15,600.00 |
| 2149 | CLIFTON, CURTIS | 113.06 |
| 2150 | ENFORT HOMES LLC | 71.40 |
| 2151 | TENG, BING & KATHRYN | 857.85 |
| 2153 | URBAN RECLAMATIONS, INC. | 1,342.00 |
| 2154 | VOLCANIC MANUFACTURING LLC | 4,377.10 |
| 2155 | WESTAR DEVELOPMENT CO, INC. | 2,377.30 |
| 2156 | ASSOCIATED PETROLEUM PRODUCTS INC. | 1,642.36 |
| 2157 | SOUND SAFETY PRODUCTS CO. | 348.36 |
| | **Vendor Set Vendor Set 01 Total:** | **17,762,912.99** |



VIII. A. Total Check #s 41559 through 41575 in the amount of $92,048.01.

## Voucher Certification and Approval

City of Kenmore
DATE RANGE:
01/05/2019-01/25/2019

**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 the 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**

**Total Check #s 41576 through 41666: $718,959.99**

**Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 01/18/2019: $ 136,154.94**

**Payroll Check # 10113, 10114 & 10115 totaling: $ 2,728.46**

1-28-19
City Manager / Date

1/28/19
Finance Director / Date

| Vendor Name | Check # | Date | Description | Amount |
|---|---|---|---|---|
| AFLAC | 41576 | 01/18/2019 | Employee Medical/Disability Plans | 172.38 |
| AFLAC | 41576 | 01/18/2019 | Employee Medical/Disability Plans | 154.72 |
| AMERICAN GENERAL LIFE GPO-400S | 41577 | 01/18/2019 | Life Insurance | 203.27 |
| AMERICAN GENERAL LIFE GPO-400S | 41577 | 01/18/2019 | Life Insurance | 71.76 |
| AMERICAN GENERAL LIFE GPO-400S | 41577 | 01/18/2019 | Life Insurance | 37.63 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 39.21 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 9.12 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 10.18 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 3,432.59 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 655.94 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 592.12 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 20.82 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 4.83 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 5.52 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Ins Contributions | 1,121.75 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Ins Contributions | 245.45 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Ins Contributions | 240.16 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 3,354.59 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 0.28 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 31,551.55 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 6,152.79 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 6,055.14 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 5.24 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 0.67 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 0.77 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 438.84 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 82.81 |
| AWC EMPLOYEE BENEFITS | 41578 | 01/18/2019 | Employee Health Insurance | 77.18 |
| AWC EMPLOYEE BENEFITS | 41579 | 01/18/2019 | Void | - |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 115.68 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 43.10 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 32.10 |

| | | | | |
|---|---|---|---|---|
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 446.26 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 166.30 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 123.85 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 71.08 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 2.72 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 1.86 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 125.30 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 4.76 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 3.38 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 139.89 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 51.37 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 69.36 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 539.62 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 198.16 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 267.54 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 90.13 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 3.08 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 1.96 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 158.93 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 5.44 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41580 | 01/18/2019 | City of Kenmore | 3.46 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 41581 | 01/18/2019 | Void | - |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 249.28 |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 38.92 |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 25.08 |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 264.40 |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 37.81 |
| EMPLOYMENT SECURITY DEPT | 41582 | 01/18/2019 | Paid Family & Medical Leave | 36.99 |
| HRA VEBA TRUST | 41583 | 01/18/2019 | HRA VEBA - Employer | 81.44 |
| HRA VEBA TRUST | 41583 | 01/18/2019 | HRA VEBA - Employer | 81.44 |
| HRA VEBA TRUST | 41583 | 01/18/2019 | HRA VEBA - Employer | 162.89 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | 41584 | 01/18/2019 | City of Kenmore 401a Loan | 240.68 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | 41584 | 01/18/2019 | City of Kenmore 401a Loan | 219.19 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | 41584 | 01/18/2019 | City of Kenmore 401a | 11,556.55 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | 41584 | 01/18/2019 | City of Kenmore 401a | 1,700.66 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | 41584 | 01/18/2019 | City of Kenmore 401a | 1,666.65 |
| ICMA RETIREMENT TRUST 457 - 304745 | 41585 | 01/18/2019 | ICMA 457 Deferred Comp | 80.83 |
| ICMA RETIREMENT TRUST 457 - 304745 | 41585 | 01/18/2019 | ICMA 457 Deferred Comp | 3,492.29 |
| ICMA RETIREMENT TRUST 457 - 304745 | 41585 | 01/18/2019 | ICMA 457 Deferred Comp | 95.00 |
| ICMA RETIREMENT TRUST 457 - 304745 | 41585 | 01/18/2019 | ICMA 457 Deferred Comp | 714.50 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 356.10 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 68.26 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 56.30 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (1.83) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (11.72) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (3.29) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (6.22) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (6.68) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (34.10) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (23.28) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 551.33 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (33.38) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 84.30 |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | (37.56) |
| LINCOLN NATIONAL LIFE INSURANCE | 41586 | 01/18/2019 | Life Ins/ADD & LTD | 81.97 |
| NATIONAL LIFE OF VERMONT | 41587 | 01/18/2019 | Life Insurance | 123.17 |
| STATE OF FLORIDA DISBURSEMENT UNIT | 41588 | 01/18/2019 | Employee Deduction | 275.00 |
| UNITED WAY OF KING COUNTY | 41589 | 01/18/2019 | Employee Charitable Contribution | 85.61 |
| UNITED WAY OF KING COUNTY | 41589 | 01/18/2019 | Employee Charitable Contribution | 71.39 |

| | | | | |
|---|---|---|---|---|
| CITY WIDE FENCE COMPANY, INC | 41590 | 01/24/2019 | Temporary PW Shop Site Fencing | 11,638.00 |
| KCDA PURCHASING COOP | 41591 | 01/24/2019 | Park Bench | 2,377.06 |
| SOFTWAREONE, INC. | 41592 | 01/24/2019 | 2019 Office 365 Software Licenses | 10,622.57 |
| TRAILER BOSS | 41593 | 01/24/2019 | Public Works Trailer | 8,181.90 |
| ALLWEST UNDERGROUND INC. | 41594 | 01/25/2019 | Public Works Equipment | 1,980.60 |
| AM TEST, INC | 41595 | 01/25/2019 | Swamp Creek Water Sample Testing | 225.00 |
| AM TEST, INC | 41595 | 01/25/2019 | Swamp Creek Water Sample Testing | 225.00 |
| AM TEST, INC | 41595 | 01/25/2019 | Swamp Creek Water Sample Testing | 225.00 |
| ASPECT CONSULTING LLC | 41596 | 01/25/2019 | Stream Monitoring | 690.56 |
| ASSOCIATION OF WA CITIES | 41597 | 01/25/2019 | 2019 Safety Alliance Program | 1,313.81 |
| ASSOCIATION OF WA CITIES | 41598 | 01/25/2019 | 2019 Drug/Alcohol Consortium Fee | 180.00 |
| AURORA RENTS | 41599 | 01/25/2019 | Rental Equipment for PW Temporary Shop Set Up | 121.11 |
| AURORA RENTS | 41599 | 01/25/2019 | Power Tools Purchased for PW Shop | 2,675.15 |
| AURORA RENTS | 41599 | 01/25/2019 | Rental Equipment for PW Temporary Shop Set Up | 147.53 |
| BANNER BANK JG | 41600 | 01/25/2019 | GFOA/WA Board of Accountancy/Craigslist | 29.00 |
| BANNER BANK JG | 41600 | 01/25/2019 | GFOA/WA Board of Accountancy/Craigslist | 149.09 |
| BANNER BANK JG | 41600 | 01/25/2019 | GFOA/WA Board of Accountancy/Craigslist | 230.00 |
| BANNER BANK JG | 41600 | 01/25/2019 | GFOA/WA Board of Accountancy/Craigslist | 420.00 |
| BANNER BANK JG | 41600 | 01/25/2019 | GFOA/WA Board of Accountancy/Craigslist | 90.00 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 213.40 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 123.55 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 70.99 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 958.44 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 1,347.77 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 36.86 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 174.93 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 70.99 |
| BANNER BANK JGORDON | 41601 | 01/25/2019 | Dell/American PW/Peoples Storage/Car Wash En | 1,347.77 |
| BANNER BANK RK | 41602 | 01/25/2019 | MRSC/Independent Publishers/Seattle Times | 120.86 |
| BANNER BANK RK | 41602 | 01/25/2019 | MRSC/Independent Publishers/Seattle Times | 43.00 |
| BANNER BANK RK | 41602 | 01/25/2019 | MRSC/Independent Publishers/Seattle Times | 315.00 |
| BANNER BANK RK | 41602 | 01/25/2019 | MRSC/Independent Publishers/Seattle Times | 165.43 |
| BANNER BANK RK | 41602 | 01/25/2019 | MRSC/Independent Publishers/Seattle Times | 70.00 |
| BANNER BANK SKROGH | 41603 | 01/25/2019 | MODA Seating/VCITA/Community Newspapers | 38.00 |
| BANNER BANK SKROGH | 41603 | 01/25/2019 | MODA Seating/VCITA/Community Newspapers | 37.00 |
| BANNER BANK SKROGH | 41603 | 01/25/2019 | MODA Seating/VCITA/Community Newspapers | 95.00 |
| BANNER BANK SKROGH | 41603 | 01/25/2019 | MODA Seating/VCITA/Community Newspapers | 722.60 |
| BANNER BANK SKROGH | 41603 | 01/25/2019 | MODA Seating/VCITA/Community Newspapers | 69.90 |
| BASTYR UNIVERSITY | 41604 | 01/25/2019 | 2019 Athletic Field Rent | 50,000.00 |
| BENNETT-GOLD | 41605 | 01/25/2019 | Hotel/Meal/Mileage Reimbursement | 282.17 |
| CITY OF LAKE FOREST PARK | 41606 | 01/25/2019 | 2019 Kenmore Share of NEMCo Fees | 46,325.00 |
| COMCAST BUSINESS | 41607 | 01/25/2019 | City Hall, Incubator & Hangar Internet | 1,074.65 |
| COMCAST BUSINESS | 41607 | 01/25/2019 | City Hall, Incubator & Hangar Internet | 545.17 |
| COMCAST BUSINESS | 41607 | 01/25/2019 | City Hall, Incubator & Hangar Internet | 563.41 |
| COMCAST BUSINESS | 41608 | 01/25/2019 | 1/14-2/13 City Hall Cable/Internet | 152.11 |
| COMCAST BUSINESS | 41609 | 01/25/2019 | City Hall Phone Services | 370.11 |

| | | | | |
|---|---|---|---|---|
| COMCAST BUSINESS | 41610 | 01/25/2019 | Squire's Landing Internet 1/10-2/9/19 | 69.95 |
| DEPARTMENT OF ECOLOGY | 41611 | 01/25/2019 | 2019 W. Sammamish Bridge Permit | 453.25 |
| EARTHWORKS | 41612 | 01/25/2019 | 17-C1780 SR522/155th Landscaping | 4,722.55 |
| ESWO, LLC | 41613 | 01/25/2019 | Espresso Works Building Purchase | 7,500.00 |
| ESWO, LLC | 41613 | 01/25/2019 | Espresso Works Building Purchase | 7,500.00 |
| GOVDELIVERY, LLC | 41614 | 01/25/2019 | GovDelivery Communications Cloud 2019 | 13,005.91 |
| GRAINGER | 41615 | 01/25/2019 | Lock Box for Hangar Bldg. | 36.38 |
| HAMPSON, BRYAN | 41616 | 01/25/2019 | Council Retreat Mileage Reimbursement | 70.18 |
| HERBIG, NIGEL | 41617 | 01/25/2019 | Council Retreat Mileage Reimbursement | 70.18 |
| HOLMBERG COMPANY | 41618 | 01/25/2019 | Temporary PW Site Backflow Installation | 3,628.70 |
| HONEY BUCKET | 41619 | 01/25/2019 | 12/29/18-1/25/19 Squire's Landing Rental | 215.05 |
| INC4INC, INC. | 41620 | 01/25/2019 | Refund Deposit PRJ15-004/ENG2015-0764 | 7,500.00 |
| INNOVAC | 41621 | 01/25/2019 | Vactor Services | 2,204.13 |
| KENMORE HERITAGE SOCIETY | 41622 | 01/25/2019 | History Book Sale | 25.00 |
| KING COUNTY FINANCE | 41623 | 01/25/2019 | Dec. Adult/Juvenile Detention Work Release | 3,921.68 |
| KING COUNTY FINANCE | 41624 | 01/25/2019 | Nov. Road Svcs/Overlay Program | 1,581.44 |
| KING COUNTY FINANCE | 41625 | 01/25/2019 | Vegetation Clean Up NE 147th St. | 194.00 |
| KING COUNTY FINANCE | 41626 | 01/25/2019 | Nov. Road Svcs/Signs/Signals/Maint. | 1,202.91 |
| KING COUNTY FINANCE | 41626 | 01/25/2019 | Nov. Road Svcs/Signs/Signals/Maint. | 3,178.69 |
| KING COUNTY FINANCE | 41626 | 01/25/2019 | Nov. Road Svcs/Signs/Signals/Maint. | 251.21 |
| KING COUNTY POLICE CHIEFS ASSOCIATION | 41627 | 01/25/2019 | 2019 Association Dues | 50.00 |
| KONICA MINOLTA BUSINESS SOLUTIONS | 41628 | 01/25/2019 | Incubator Bldg. Copier Chgs 12/3-1/2 | 4.54 |
| KONICA MINOLTA BUSINESS SOLUTIONS | 41628 | 01/25/2019 | 1/3-2/2/19 Incubator Copier Lease | 212.74 |
| KPFF CONSULTING ENGINEERS | 41629 | 01/25/2019 | 15-C1484 On-Call Prof. Svcs | 2,670.21 |
| KPFF CONSULTING ENGINEERS | 41629 | 01/25/2019 | 15-C1484 On-Call Prof. Svcs | 769.79 |
| KPFF CONSULTING ENGINEERS | 41629 | 01/25/2019 | 15-C1484 On-Call Prof. Svcs | 3,824.20 |
| KPFF CONSULTING ENGINEERS | 41629 | 01/25/2019 | 15-C1484 On-Call Prof. Svcs | 3,545.59 |
| MAIL FINANCE | 41630 | 01/25/2019 | 1/27-4/26/19 Postage Meter Rental | 709.50 |
| MEEHAN, NANCY | 41631 | 01/25/2019 | Reimbursement for PW Group Lunches | 290.27 |
| MORGAN SOUND INC | 41632 | 01/25/2019 | Tree Lighting Sound Services | 1,532.08 |
| MOTT MACDONALD GROUP, INC. | 41633 | 01/25/2019 | 17-C1656 Dec. Log Boom Park Project | 14,495.01 |
| MOTT MACDONALD GROUP, INC. | 41634 | 01/25/2019 | 17-C1657 Dec. Squire's Landing Project | 38,388.22 |
| NORTHSHORE SCHOOL DISTRICT | 41635 | 01/25/2019 | 2018 School Impact Fee | 10,573.00 |
| NW ENVIRONMENTAL TRAINING CENTER | 41636 | 01/25/2019 | Erosion & Sediment Control Training | 3,225.00 |
| OFFICE DEPOT | 41637 | 01/25/2019 | Planner | 31.89 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 12.44 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 9.33 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 65.30 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 27.99 |

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|---|---|---|---|---|
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 12.44 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 43.54 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 24.88 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 52.86 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 18.66 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 24.88 |
| OFFICE DEPOT | 41638 | 01/25/2019 | Office Supplies | 18.65 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 2.59 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 22.22 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 1.94 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 13.60 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 5.83 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 2.59 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 9.07 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 5.18 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 11.01 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 3.89 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 5.18 |
| OFFICE DEPOT | 41639 | 01/25/2019 | Office Supplies | 3.90 |
| OFFICE DEPOT | 41640 | 01/25/2019 | Rechargeable Batteries | 14.62 |
| PACE ENGINEERS, INC. | 41641 | 01/25/2019 | 15-C1483 October On-Call Services | 5,204.90 |
| PACE ENGINEERS, INC. | 41641 | 01/25/2019 | 15-C1483 October On-Call Services | 266.14 |
| PACE ENGINEERS, INC. | 41641 | 01/25/2019 | 15-C1483 October On-Call Services | 59.85 |
| PACE ENGINEERS, INC. | 41641 | 01/25/2019 | 15-C1483 October On-Call Services | 609.23 |
| PACE ENGINEERS, INC. | 41641 | 01/25/2019 | 15-C1483 October On-Call Services | 693.13 |
| PAWS | 41642 | 01/25/2019 | December Animal Sheltering Svcs | 372.00 |
| PUGET SOUND CLEAN AIR AGENCY | 41643 | 01/25/2019 | 2019 Clean Air Assessment Fee | 18,505.00 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | 12/12/18-1/11/19 City Hall Gas Chgs | 871.44 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | 11/12-12/12/18 City Hall Electricity | 2,773.27 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | 12/12/18-1/11/19 Incubator Bldg. Electric/Gas | 568.04 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | 12/12/18-1/11/18 Hangar Bldg. Electricity | 527.93 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | 12/12/18-1/11/19 Town Square/Hangar Bldg Gas | 163.91 |
| PUGET SOUND ENERGY | 41644 | 01/25/2019 | December Street Light Charges | 9,319.69 |
| QUALITY WATER FINANCIAL LLC | 41645 | 01/25/2019 | January Incubator Filtered Water Chg | 65.95 |
| REPUBLIC SERVICES | 41646 | 01/25/2019 | Dec. Hangar Bldg. Solid Waste | 534.22 |
| SEATTLE TIMES | 41647 | 01/25/2019 | RFQ for Fireworks Display | 46.83 |
| SITEIMPROVE, INC. | 41648 | 01/25/2019 | Website Link Reporting | 3,353.90 |
| SOUND CITIES ASSOC | 41649 | 01/25/2019 | 20019 Dues | 15,017.45 |
| SOUND SAFETY PRODUCTS CO. | 41650 | 01/25/2019 | Work Clothing | 75.47 |
| SOUND SAFETY PRODUCTS CO. | 41651 | 01/25/2019 | Work Clothing/Boots | 199.40 |
| STAPLES ADVANTAGE | 41652 | 01/25/2019 | Biohazard Spill Kits | 17.21 |
| STAPLES ADVANTAGE | 41652 | 01/25/2019 | Biohazard Spill Kits | 17.21 |
| STAPLES ADVANTAGE | 41653 | 01/25/2019 | Biohazard Spill Kits | 6.38 |
| STAPLES ADVANTAGE | 41653 | 01/25/2019 | Biohazard Spill Kits | 6.37 |
| STAPLES ADVANTAGE | 41654 | 01/25/2019 | Biohazard Spill Kits | 24.75 |
| STAPLES ADVANTAGE | 41654 | 01/25/2019 | Biohazard Spill Kits | 24.74 |
| STAPLES ADVANTAGE | 41655 | 01/25/2019 | City Hall Maintenance Supplies | 245.18 |
| STAPLES ADVANTAGE | 41656 | 01/25/2019 | Hangar Bldg. Maintenance Supplies | 26.62 |

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| STAPLES ADVANTAGE | 41657 | 01/25/2019 | Hangar Bldg. Supplies | 8.32 |
| STAPLES ADVANTAGE | 41657 | 01/25/2019 | Hangar Bldg. Supplies | 35.74 |
| STAPLES ADVANTAGE | 41658 | 01/25/2019 | Biohazard Spill Kits | 8.25 |
| STAPLES ADVANTAGE | 41658 | 01/25/2019 | Biohazard Spill Kits | 8.24 |
| TOTAL LANDSCAPE CORP | 41659 | 01/25/2019 | December Parks Landscape Maintenance | 2,255.00 |
| U.S. BANK N.A. - CUSTODY | 41660 | 01/25/2019 | Custody Charges | 116.00 |
| UTILITIES UNDERGROUND LOCATION CTR | 41661 | 01/25/2019 | December Utility Locates | 127.71 |
| VICENTE, JOHN | 41662 | 01/25/2019 | Training Class Reimbursement | 1,367.00 |
| VOLGISTICS, INC | 41663 | 01/25/2019 | Volunteer Software Renewal | 540.00 |
| WA ASSOC. OF SHERIFFS & POLICE CHIEFS | 41664 | 01/25/2019 | 2019 Dues - Chief Peter Horvath | 180.00 |
| WA CITIES INSURANCE AUTHORITY | 41665 | 01/25/2019 | 2019 Insurance Coverage | 220,499.00 |
| WA CITIES INSURANCE AUTHORITY | 41665 | 01/25/2019 | 2019 Insurance Coverage | 34,129.00 |
| WA CITIES INSURANCE AUTHORITY | 41665 | 01/25/2019 | 2019 Insurance Coverage | 35,392.00 |
| WASHINGTON STATE DEPT OF REVENUE | 41666 | 01/25/2019 | Use Tax Due from Dec. Credit Card Purchases | 27.13 |
| WASHINGTON STATE DEPT OF REVENUE | 41666 | 01/25/2019 | Use Tax Due from Dec. Credit Card Purchases | 6.45 |
| DRS 457 | DFT0000280 | 01/18/2019 | DRS 457 Deferred Comp | 246.87 |
| DRS 457 | DFT0000281 | 01/18/2019 | DRS 457 Deferred Comp | 805.00 |
| NAVIA | DFT0000282 | 01/18/2019 | HSA - Employer | 2,250.00 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000283 | 01/18/2019 | Public Employees Retirement | 1,697.82 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000283 | 01/18/2019 | Public Employees Retirement | 82.90 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000283 | 01/18/2019 | Public Employees Retirement | 94.74 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000284 | 01/18/2019 | Public Employees Retirement | 16,358.78 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000284 | 01/18/2019 | Public Employees Retirement | 2,161.87 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000284 | 01/18/2019 | Public Employees Retirement | 2,367.68 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000285 | 01/18/2019 | Public Employees Retirement | 672.59 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000285 | 01/18/2019 | Public Employees Retirement | 429.57 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000286 | 01/18/2019 | Public Employees Retirement | 146.78 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000287 | 01/18/2019 | Public Employees Retirement | 890.64 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000288 | 01/18/2019 | Public Employees Retirement | 1,763.71 |
| NAVIA | DFT0000289 | 01/18/2019 | Employee Flexible Spending Account | 136.23 |
| NAVIA | DFT0000289 | 01/18/2019 | Employee Flexible Spending Account | 175.00 |
| NAVIA | DFT0000289 | 01/18/2019 | Employee Flexible Spending Account | 56.92 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 3,037.50 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 417.88 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 9,527.94 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 432.64 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 1,140.16 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 423.96 |
| BANK OF AMERICA 941 | DFT0000290 | 01/18/2019 | Federal Taxes | 1,012.13 |
| REGINALD BAUTISTA | 10113 | 01/18/2019 | Payroll | 1,818.95 |
| PAULA HALALILO | 10114 | 01/18/2019 | Payroll | 813.05 |
| SHIRLEY LAM | 10115 | 01/18/2019 | Payroll | 96.46 |
| PAYROLL | ACH Trans. | 01/04/2019 | Direct Deposit | 89,825.63 |
| | | | Totals | 857,843.39 |

VIII. B. Total Check #s 41576 through 41666 in the amount of $718,959.99...

# Voucher Certification and Approval

City of Kenmore
DATE RANGE:
01/26/2019-02/08/2019

**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 the 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 #s 41667 through 41756: $321,718.48**

**Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 02/01/2019: $ 134,509.05**

**Payroll Check # 10116, 10117 & 10118 totaling: $ 4,357.64**

RG Karlin 2-13-2019
City Manager / Date

Joanna M Megrey 2-14-19
Finance Director / Date

| Vendor Name | | Check # | Date | Description | Amount |
|---|---|---|---|---|---|
| DEPARTMENT OF LABOR & INDUSTRIES | | 41667 | 1/28/2019 | 4th Qtr 2018 Volunteer Hours | 22.37 |
| BANNER BANK | BAKER | 41668 | 01/29/2019 | Parking/United Airlines/National League of Cities | 20.00 |
| BANNER BANK | BAKER | 41668 | 01/29/2019 | Parking/United Airlines/National League of Cities | 680.00 |
| BANNER BANK | BAKER | 41668 | 01/29/2019 | Parking/United Airlines/National League of Cities | 276.00 |
| KENMORE COMMERCIAL LLC | | 41669 | 01/29/2019 | February Incubator Bldg. Lease Payment | 3,291.66 |
| KENMORE COMMERCIAL LLC | | 41669 | 01/29/2019 | January Incubator Bldg Lease Payment | 3,291.66 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | | 41670 | 02/01/2019 | City of Kenmore 401a Loan | 240.68 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | | 41670 | 02/01/2019 | City of Kenmore 401a Loan | 219.19 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | | 41670 | 02/01/2019 | City of Kenmore 401a | 11,664.04 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | | 41670 | 02/01/2019 | City of Kenmore 401a | 1,771.40 |
| ICMA RETIREMENT C/O ALLFIRST BANK-10996 | | 41670 | 02/01/2019 | City of Kenmore 401a | 1,731.85 |
| ICMA RETIREMENT TRUST 457 - 304745 | | 41671 | 02/01/2019 | ICMA 457 Deferred Comp | 81.12 |
| ICMA RETIREMENT TRUST 457 - 304745 | | 41671 | 02/01/2019 | ICMA 457 Deferred Comp | 3,652.29 |
| ICMA RETIREMENT TRUST 457 - 304745 | | 41671 | 02/01/2019 | ICMA 457 Deferred Comp | 145.00 |
| ICMA RETIREMENT TRUST 457 - 304745 | | 41671 | 02/01/2019 | ICMA 457 Deferred Comp | 716.98 |
| STATE OF FLORIDA DISBURSEMENT UNIT | | 41672 | 02/01/2019 | Employee Deduction | 275.00 |
| ALCALDE & FAY | | 41673 | 02/08/2019 | Jan. 2019 Government Affairs | 5,020.63 |
| ALPHAGRAPHICS | | 41674 | 02/08/2019 | New Employee Business Cards | 63.39 |
| ALPHAGRAPHICS | | 41674 | 02/08/2019 | New Employee Business Cards | 63.39 |
| ALPHAGRAPHICS | | 41674 | 02/08/2019 | New Employee Business Cards | 63.39 |
| APWA-WA CHAPTER | | 41675 | 02/08/2019 | Training Registration/Curtis Clifton | 1,500.00 |
| ASSOCIATION OF WA CITIES | | 41676 | 02/08/2019 | AWC GIS Consortium | 22,400.00 |
| BANNER BANK | NO | 41677 | 02/08/2019 | Meeting Supplies, Bus. Reg. Software, & Training | 199.63 |
| BANNER BANK | NO | 41677 | 02/08/2019 | Meeting Supplies, Bus. Reg. Software, & Training | 24.19 |
| BANNER BANK | NO | 41677 | 02/08/2019 | Meeting Supplies, Bus. Reg. Software, & Training | 79.20 |
| BANNER BANK | NO | 41677 | 02/08/2019 | Meeting Supplies, Bus. Reg. Software, & Training | 140.85 |

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| BANNER BANK NO | 41677 | 02/08/2019 | Meeting Supplies, Bus. Reg. Software, & Training | 50.00 |
| BARKER MARTIN, P.S. | 41678 | 02/08/2019 | Inglewood Village III Assoc. Legal Fees | 3,717.50 |
| BENNETT-GOLD, TOBIN | 41679 | 02/08/2019 | Hotel/Meal/Mileage Reimbursement | 282.17 |
| BOTHELL KENMORE CHAMBER OF COMMERCE | 41680 | 02/08/2019 | January Business Alliance Support Svcs | 300.00 |
| BRIEN, GAYLYNN | 41681 | 02/08/2019 | Nov. 2018 Sales Tax Data Conversion Svcs | 50.00 |
| BULGER SAFE & LOCK, INC. | 41682 | 02/08/2019 | Keys for PW Site Shack & Trailer | 64.85 |
| CHELIN, KELLY | 41683 | 02/08/2019 | Reimbursement for Wellness Supplies | 84.87 |
| CITY OF KENMORE | 41684 | 02/08/2019 | Perfect Financial Incubator Sec. Dep. Refund | 600.00 |
| CITY OF KENT | 41685 | 02/08/2019 | Yearly Fee/Kenmore Share Human Svc Share1Ap | 500.00 |
| CODE PUBLISHING COMPANY | 41686 | 02/08/2019 | Maintenance Shop Code Books | 316.14 |
| CODE PUBLISHING COMPANY | 41687 | 02/08/2019 | Municipal Code Update/Supplement | 707.63 |
| COMCAST BUSINESS | 41688 | 02/08/2019 | 1/19-2/18 Hangar Cable TV/Music | 141.28 |
| CONTRACT LAND STAFF LLC | 41689 | 02/08/2019 | Squires Landing Land Conversion | 1,974.37 |
| CONTRACT LAND STAFF LLC | 41689 | 02/08/2019 | Squires Landing Land Conversion | 505.00 |
| CORNERSTONE ARCHITECTUAL GROUP | 41690 | 02/08/2019 | Temporary Office Space Design | 10,460.00 |
| DAILY JOURNAL OF COMMERCE | 41691 | 02/08/2019 | Annual DJC Subscription kenmorewa | 210.00 |
| ECOSS | 41692 | 02/08/2019 | 7/8-12/18/18 SWM Education/Outreach Svcs | 604.12 |
| ETC INSTITUTE | 41693 | 02/08/2019 | 18-C1956 PROS Plan Community Interest Survey | 13,731.90 |
| EVERGREEN PRINT SOLUTIONS | 41694 | 02/08/2019 | Check Stock | 215.06 |
| FERGUSON ENTERPRISES INC #3011 | 41695 | 02/08/2019 | Street Asphalt for Stock | 322.45 |
| FERGUSON ENTERPRISES INC #3011 | 41695 | 02/08/2019 | Street Asphalt for Stock | 349.32 |
| FLEMINGS HOLIDAY LIGHTING LLC | 41696 | 02/08/2019 | Holiday Lighting Installation | 5,739.02 |
| FRED PRYOR SEMINARS | 41697 | 02/08/2019 | Training Registration/ C. Schnee | 149.00 |
| FRONTIER | 41698 | 02/08/2019 | 1/28-2/27/19 City Hall Phone Svc | 615.94 |
| FRONTIER | 41699 | 02/08/2019 | 1/28-2/27/19 City Hall Phone Svc | 447.90 |
| FUELCARE | 41700 | 02/08/2019 | City Hall Generator Fuel Maintenance | 660.00 |
| GORDON THOMAS HONEYWELL | 41701 | 02/08/2019 | Jan. 2019 Government Affair Services | 4,114.37 |
| GRAINGER | 41702 | 02/08/2019 | Public Works Supplies/Tools | 724.69 |
| GRAINGER | 41702 | 02/08/2019 | Wheel Chocks for Trailers | 206.62 |
| GREATER SEATTLE PARTNERS | 41703 | 02/08/2019 | 2019 Investment Contribution | 5,000.00 |
| HONEY BUCKET | 41704 | 02/08/2019 | 1/26-2/22/19 Squire's Landing Rental | 215.05 |
| HOPKINS, CRAIG | 41705 | 02/08/2019 | Jan. 2019 Police Volunteer Mileage Reimb. | 89.32 |
| JOHNSTON GROUP, LLC | 41706 | 02/08/2019 | Dec. 2018 Government Relations | 2,915.00 |
| KING COUNTY FINANCE | 41707 | 02/08/2019 | 2018 Voter Registration | 60,674.85 |
| KING COUNTY FINANCE | 41708 | 02/08/2019 | Dec. 2018 Adult/Juv. Detention Community Work | 7,345.00 |

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| KING COUNTY OFFICE OF FINANCE | 41709 | 02/08/2019 | Dec. 2018 Public Defense Indigency Screening | 689.00 |
| KING COUNTY OFFICE OF FINANCE | 41710 | 02/08/2019 | Apr&Nov '18 Public Defense Indigency Screening | 1,378.00 |
| LAKE CITY PARTNERS ENDING HOMELESSNES | 41711 | 02/08/2019 | 2018 Shelter Funding | 2,000.00 |
| LIGHTHOUSE CONSULTING INC | 41712 | 02/08/2019 | January IT Services | 2,932.93 |
| LIGHTHOUSE CONSULTING INC | 41712 | 02/08/2019 | Jan. IT Protection/Backup/Web Hosting/Archiving | 2,536.33 |
| MCALLISTER, TERESA | 41713 | 02/08/2019 | Mileage Reimbursement for Class @ Bellevue CC | 19.62 |
| MILLER STEPHENS, MARY | 41714 | 02/08/2019 | January Public Defense Svcs @ SCORE | 1,250.00 |
| MUNIMANAGE, LLC | 41715 | 02/08/2019 | January Public Works Consulting | 16,995.00 |
| NORTHSHORE ROTARY CLUB | 41716 | 02/08/2019 | Q4 2018 Northshore Rotary Dues & Meals | 144.00 |
| NORTHSHORE ROTARY CLUB | 41716 | 02/08/2019 | Q4 2018 Northshore Rotary Dues & Meals | 60.00 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 City Hall Irrigation | 138.50 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 City Hall Water/Sewer | 574.63 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 68th/SR522 ROW Irrigation | 69.25 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 83rd/SR522 ROW Irrigation | 115.00 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 Water Fill Station | 27.25 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 Northshore Summit Park Irr. | 27.70 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 67th/181st ROW Irrigation | 35.10 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 Hangar Water/Sewer | 416.85 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 68th-73rd & 181st ROW Irr. | 87.75 |
| NORTHSHORE UTILITY DIST | 41717 | 02/08/2019 | 11/15/18-1/15/19 Hangar Irrigation | 95.15 |
| OFFICE DEPOT | 41718 | 02/08/2019 | Waterproof Notebooks | 71.02 |
| OLBRECHTS & ASSOCIATES, PLLC | 41719 | 02/08/2019 | 16-C1558 Jan. Hearing Examiner Services | 2,255.50 |
| OLYMPIC ENVIRONMENTAL RESOURCES INC | 41720 | 02/08/2019 | Spring Recycling Event Admin. Svcs | 1,785.00 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Nov. On-Call Engineering Svcs | 7,400.40 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Nov. On-Call Engineering Svcs | 84.75 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Nov. On-Call Engineering Svcs | 1,138.44 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Nov. On-Call Engineering Svcs | 2,059.41 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 6,680.53 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 3,921.88 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 3,227.20 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 1,931.06 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 2,903.23 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 169.61 |
| PACE ENGINEERS, INC. | 41721 | 02/08/2019 | 15-C1483 Dec. 2018 Engineering On-Call Svcs | 1,861.58 |
| PACIFIC TOPSOILS | 41722 | 02/08/2019 | 12/26/18-1/25/19 Mulch Purchased & Dump Fees | 113.30 |
| PACIFIC TOPSOILS | 41722 | 02/08/2019 | 12/26/18-1/25/19 Mulch Purchased & Dump Fees | 232.35 |
| PENDLETON CONSULTING LLC | 41723 | 02/08/2019 | City Council Retreat Consulting | 4,046.80 |
| PERSONAL BEST | 41724 | 02/08/2019 | Wellness Publication Subscription | 118.27 |
| PHSI PURE HEALTH SOLUTIONS INC. | 41725 | 02/08/2019 | Feb. City Hall Filtered Water Systems | 101.09 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/31/18-1/14/19 Public Works Site Shack | 16.79 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/12/18-1/11/19 Parks Electicity Chgs | 707.94 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/12/18-1/11/19 Traffic Signals | 413.89 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/12/18-1/11/19 School Crosswalks | 71.87 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/12/18-1/11/19 Radar Speed Signs | 83.23 |
| PUGET SOUND ENERGY | 41726 | 02/08/2019 | 12/12/18-1/11/19 Tree Receptacles | 110.16 |
| PUGET SOUND FINANCE OFFICERS ASSOC | 41727 | 02/08/2019 | 2019 Membership | 50.00 |
| QUALITY BUSINESS SYSTEMS - WELLS FARGO | 41728 | 02/08/2019 | 1/5-2/4/19 1st Floor Copier Lease | 675.53 |

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| QUALITY WATER FINANCIAL LLC | 41729 | 02/08/2019 | Jan. Incubator Bldg. Filtered Water System | 65.95 |
| RANKIN, BRUCE | 41730 | 02/08/2019 | Partial Refund of MEC18-0913 | 399.00 |
| RANKIN, BRUCE | 41730 | 02/08/2019 | Partial Refund of MEC18-0913 | 19.95 |
| REPUBLIC SERVICES | 41731 | 02/08/2019 | Jan. Rhododendron Park Solid Waste | 644.93 |
| REPUBLIC SERVICES | 41732 | 02/08/2019 | January City Hall Solid Waste Svcs | 415.42 |
| RESOURCE EXPLORATION, LLC | 41733 | 02/08/2019 | Annual PBB Software Subscription | 20,000.00 |
| SEATTLE TIMES | 41734 | 02/08/2019 | 1/20 Ad - Website RFQ #19-C1985 | 80.10 |
| SEATTLE TIMES | 41735 | 02/08/2019 | 1/25 Legal Notice SEPA18-0200 | 436.70 |
| SHRED-IT USA LLC | 41736 | 02/08/2019 | City Hall Shredding Services | 162.59 |
| SITTS & HILL ENGINEERS, INC. | 41737 | 02/08/2019 | Wetland Survey | 3,438.00 |
| SMS CLEANING, INC. | 41738 | 02/08/2019 | Monthly City Hall & Hangar Bldg. Janitorial Svc | 3,900.00 |
| SMS CLEANING, INC. | 41738 | 02/08/2019 | Monthly City Hall & Hangar Bldg. Janitorial Svc | 1,800.00 |
| SOD SPOT LLC | 41739 | 02/08/2019 | January Economic Development Svcs | 4,350.00 |
| SOUND PUBLISHING, INC. | 41740 | 02/08/2019 | Kenmore Reporter Advertisements | 247.80 |
| SOUND PUBLISHING, INC. | 41740 | 02/08/2019 | Kenmore Reporter Advertisements | 425.00 |
| SOUND PUBLISHING, INC. | 41740 | 02/08/2019 | Kenmore Reporter Advertisements | 425.00 |
| SOUND SAFETY PRODUCTS CO. | 41741 | 02/08/2019 | Public Works Work Gear | 284.56 |
| STAPLES ADVANTAGE | 41742 | 02/08/2019 | Parks Maintenance Supplies | 94.51 |
| STAPLES ADVANTAGE | 41743 | 02/08/2019 | Parks Maintenance Supplies | 26.73 |
| STARDOM SERVICES, INC. | 41744 | 02/08/2019 | Jan. Incubator Janitorial Svcs | 555.00 |
| STEWART MACNICHOLS HARMELL, INC. | 41745 | 02/08/2019 | Dec. 2018 Public Defense Services | 5,000.00 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 48.75 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 49.33 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 74.25 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 122.24 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 184.84 |
| T-MOBILE USA, INC. | 41746 | 02/08/2019 | Staff Cell Phones & Data Plans | 138.24 |
| VERIZON WIRELESS | 41747 | 02/08/2019 | 1/27-2/26/19 Cell Phones/I-Pads | 97.25 |
| VERIZON WIRELESS | 41747 | 02/08/2019 | 1/27-2/26/19 Cell Phones/I-Pads | 37.78 |
| VERIZON WIRELESS | 41747 | 02/08/2019 | 1/27-2/26/19 Cell Phones/I-Pads | 20.82 |
| VERIZON WIRELESS | 41747 | 02/08/2019 | 1/27-2/26/19 Cell Phones/I-Pads | 30.02 |
| VERIZON WIRELESS | 41747 | 02/08/2019 | 1/27-2/26/19 Cell Phones/I-Pads | 97.82 |
| WA ASSOC OF BUILDING OFFICIALS | 41748 | 02/08/2019 | T. Whiteman Training Registration | 125.00 |
| WELLS FARGO FINANCIAL | 41749 | 02/08/2019 | 1/21-2/20/19 2nd Floor Copier Lease | 619.73 |
| WILLIAMS, KASTNER & GIBBS PLLC | 41750 | 02/08/2019 | El-Sharawy Legal Bills | 9,551.00 |
| YSI INCORPORATED, A XYLEM BRAND | 41751 | 02/08/2019 | Supplies for Stream Monitoring Equip. Calibration | 1,738.55 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 5.73 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 4.30 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 30.07 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 12.89 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 5.73 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 20.05 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 11.45 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 24.34 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 8.59 |

| | | | | |
|---|---|---|---|---|
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 11.45 |
| OFFICE DEPOT | 41752 | 02/08/2019 | Breakroom Supplies | 8.58 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 9.61 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 7.21 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 50.44 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 21.62 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 9.61 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 33.63 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 19.22 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 40.82 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 14.41 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 19.22 |
| OFFICE DEPOT | 41753 | 02/08/2019 | Office/Breakroom Supplies | 14.40 |
| OFFICE DEPOT | 41754 | 02/08/2019 | Chair for Reception Desk | 164.99 |
| Town and Country Fence Inc. | 41755 | 02/08/2019 | Fence repair for 61st Ave NE/Accident | 2,337.51 |
| ZUMAR | 41756 | 02/08/2019 | Temporary Traffic Control for PW Shop | 9,585.53 |
| DRS 457 | DFT0000292 | 02/01/2019 | DRS 457 Deferred Comp | 241.11 |
| DRS 457 | DFT0000293 | 02/01/2019 | DRS 457 Deferred Comp | 850.00 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000294 | 02/01/2019 | Public Employees Retirement | 1,702.68 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000294 | 02/01/2019 | Public Employees Retirement | 81.73 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000294 | 02/01/2019 | Public Employees Retirement | 93.41 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000295 | 02/01/2019 | Public Employees Retirement | 16,508.87 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000295 | 02/01/2019 | Public Employees Retirement | 2,286.02 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000295 | 02/01/2019 | Public Employees Retirement | 2,510.67 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000296 | 02/01/2019 | Public Employees Retirement | 674.94 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000296 | 02/01/2019 | Public Employees Retirement | 406.85 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000297 | 02/01/2019 | Public Employees Retirement | 146.78 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000298 | 02/01/2019 | Public Employees Retirement | 893.75 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0000299 | 02/01/2019 | Public Employees Retirement | 1,781.37 |
| NAVIA | DFT0000300 | 02/01/2019 | Employee Flexible Spending Account | 175.00 |
| NAVIA | DFT0000300 | 02/01/2019 | Employee Flexible Spending Account | 136.23 |
| NAVIA | DFT0000300 | 02/01/2019 | Employee Flexible Spending Account | 56.92 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 396.96 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 3,059.94 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 9,662.20 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 450.60 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 1,160.99 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 440.58 |
| BANK OF AMERICA 941 | DFT0000301 | 02/01/2019 | Federal Taxes | 1,026.02 |
| BRYAN HAMPSON | 10116 | 02/01/2019 | Payroll | 3,509.32 |
| SHIRLEY LAM | 10117 | 02/01/2019 | Payroll | 57.88 |
| CHASE WALKER | 10118 | 02/01/2019 | Payroll | 790.44 |
| PAYROLL | ACH Trans. | 02/01/2019 | Direct Deposit | 89,765.43 |
| | | | Totals | 460,585.17 |

VIII. C. Total Check #s 41667 through 41756 in the amount of $321,718.48...

# Vendor Purchasing Report

City of Kenmore

For Date Range 01/01/2019 - 02/08/2019

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 0022 | ASSOCIATION OF WA CITIES | 22,400.00 |
| 0037 | BASTYR UNIVERSITY | 50,000.00 |
| 0054 | BULGER SAFE & LOCK, INC. | 64.85 |
| 0076 | CITY OF BELLEVUE | 17,775.00 |
| 0081 | CITY OF KENMORE | 600.00 |
| 0083 | CITY OF LAKE FOREST PARK | 120,373.83 |
| 0092 | CODE PUBLISHING COMPANY | 1,023.77 |
| 0109 | DAILY JOURNAL OF COMMERCE | 210.00 |
| 0121 | REPUBLIC SERVICES | 1,060.35 |
| 0130 | EMPLOYMENT SECURITY DEPT | 652.48 |
| 0134 | EVERGREEN PRINT SOLUTIONS | 215.06 |
| 0137 | FERGUSON ENTERPRISES INC #3011 | 671.77 |
| 0201 | KCDA PURCHASING COOP | 2,377.06 |
| 0205 | KENMORE HERITAGE SOCIETY | 50.00 |
| 0206 | KENMORE MIDDLE SCHOOL | 2,500.00 |
| 0213 | KING COUNTY ANIMAL SVCS | 410.00 |
| 0219 | KING COUNTY FINANCE | 71,941.53 |
| 0229 | KING COUNTY OFFICE OF FINANCE | 2,067.00 |
| 0251 | LIGHTHOUSE CONSULTING INC | 9,774.66 |
| 0260 | MEEHAN, NANCY | 290.27 |
| 0261 | PENDLETON CONSULTING LLC | 4,046.80 |
| 0285 | NORTHSHORE FIRE DEPT | 280.00 |
| 0286 | NORTHSHORE SCHOOL DISTRICT | 10,573.00 |
| 0287 | NORTHSHORE SENIOR CENTER | 6,250.00 |
| 0288 | NORTHSHORE UTILITY DIST | 1,587.18 |
| 0289 | NORTHSHORE YMCA | 1,625.00 |
| 0290 | NORTHSHORE YOUTH & FAMILY SERVICES | 4,000.00 |
| 0292 | HONEY BUCKET | 215.05 |
| 0299 | PERSONAL BEST | 118.27 |
| 0300 | OFFICE DEPOT | 1,063.86 |
| 0304 | OLYMPIC ENVIRONMENTAL RESOURCES INC | 1,785.00 |
| 0310 | PACIFIC TOPSOILS | 345.65 |
| 0327 | PUGET SOUND CLEAN AIR AGENCY | 18,505.00 |
| 0328 | PUGET SOUND ENERGY | 15,060.12 |
| 0329 | PUGET SOUND FINANCE OFFICERS ASSOC | 50.00 |
| 0345 | SEATTLE TIMES | 516.80 |
| 0355 | STAPLES ADVANTAGE | 121.24 |
| 0357 | STEWART MACNICHOLS HARMELL, INC. | 5,000.00 |
| 0359 | SOUND CITIES ASSOC | 15,017.45 |
| 0385 | WA ASSOC OF BUILDING OFFICIALS | 125.00 |
| 0387 | WA CITIES INSURANCE AUTHORITY | 290,020.00 |
| 0405 | WASHINGTON STATE OFFICE CASH MGMT | 628.50 |
| 0424 | ICMA RETIREMENT TRUST 457 - 304745 | 13,335.68 |
| 0425 | DRS 457 | 3,180.71 |
| 0426 | AFLAC | 327.10 |
| 0428 | BANK OF AMERICA 941 | 46,861.17 |
| 0429 | AWC EMPLOYEE BENEFITS | 55,675.28 |
| 0431 | DEPARTMENT OF RETIREMENT SYSTEMS | 78,237.76 |
| 0432 | DEPARTMENT OF LABOR AND INDUSTRIES | 2,687.70 |
| 0434 | UNITED WAY OF KING COUNTY | 157.00 |
| 0436 | NATIONAL LIFE OF VERMONT | 123.17 |
| 0448 | UPS STORE | 35.78 |

**Vendor Purchasing Report** **For Date Range 01/01/2019 - 02/08/2019**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 0450 | AURORA RENTS | 2,943.79 |
| 0484 | CITY WIDE FENCE COMPANY, INC | 11,638.00 |
| 0617 | KING COUNTY FINANCE | 750.00 |
| 0639 | KONICA MINOLTA BUSINESS SOLUTIONS | 217.28 |
| 0685 | PACE ENGINEERS, INC. | 20,695.09 |
| 0692 | HDR ENGINEERING, INC | 20,236.47 |
| 0696 | AMERICAN GENERAL LIFE GPO-400S | 312.66 |
| 0743 | BANNER BANK NO | 493.87 |
| 0781 | QUALITY BUSINESS SYSTEMS INC. | 2,525.72 |
| 0788 | CURTIS, DR. MILTON | 91.02 |
| 0791 | NORTHSHORE ROTARY CLUB | 204.00 |
| 0800 | BANNER BANK JG | 918.09 |
| 0817 | GRAINGER | 967.69 |
| 0834 | BANNER BANK KENMORE | 2,989.19 |
| 0869 | BANNER BANK JGORDON | 4,344.70 |
| 0892 | JACOBS ENGINEERING GROUP | 44,747.70 |
| 0899 | SHRED-IT USA LLC | 162.59 |
| 0912 | ALCALDE & FAY | 5,020.63 |
| 0937 | ZUMAR | 9,585.53 |
| 0981 | COMCAST BUSINESS | 2,916.68 |
| 0994 | GORDON THOMAS HONEYWELL | 4,114.37 |
| 1047 | SARAH ROBERTS | 11,161.17 |
| 1116 | FRONTIER | 1,063.84 |
| 1123 | AM TEST, INC | 450.00 |
| 1140 | PAWS | 372.00 |
| 1148 | QUALITY WATER FINANCIAL LLC | 131.90 |
| 1177 | WELLS FARGO FINANCIAL | 619.73 |
| 1192 | HOPKINS, CRAIG | 89.32 |
| 1197 | MILLER STEPHENS, MARY | 1,250.00 |
| 1212 | MCALLISTER, TERESA | 19.62 |
| 1215 | STATE OF FLORIDA DISBURSEMENT UNIT | 825.00 |
| 1248 | KENMORE AIR | 3,037.40 |
| 1299 | VERIZON WIRELESS | 283.69 |
| 1304 | HAMPSON, BRYAN | 70.18 |
| 1309 | BANNER BANK BAKER | 976.00 |
| 1313 | BOTHELL KENMORE CHAMBER OF COMMERCE | 600.00 |
| 1331 | KBA INC. | 6,959.21 |
| 1357 | KENMORE COMMERCIAL LLC | 6,583.32 |
| 1358 | ALPHAGRAPHICS | 190.17 |
| 1363 | INNOVAC | 2,204.13 |
| 1403 | OSBORN CONSULTING INC. | 7,345.88 |
| 1431 | BRIEN, GAYLYNN | 50.00 |
| 1437 | VOLGISTICS, INC | 540.00 |
| 1452 | CITY OF KENT | 500.00 |
| 1459 | FLEMINGS HOLIDAY LIGHTING LLC | 5,739.02 |
| 1478 | HERBIG, NIGEL | 70.18 |
| 1504 | SCORE | 33,480.00 |
| 1550 | THE EVP GROUP | 4,180.00 |
| 1555 | LINCOLN NATIONAL LIFE INSURANCE | 1,040.20 |
| 1581 | STARDOM SERVICES, INC. | 555.00 |
| 1596 | NW ENVIRONMENTAL TRAINING CENTER | 3,225.00 |
| 1673 | KPFF CONSULTING ENGINEERS | 51,357.44 |
| 1678 | VICENTE, JOHN | 1,367.00 |
| 1689 | MOTT MACDONALD GROUP, INC. | 52,883.23 |
| 1690 | SITTS & HILL ENGINEERS, INC. | 3,438.00 |
| 1704 | BANNER BANK RK | 714.29 |
| 1711 | SOFTWAREONE, INC. | 10,622.57 |
| 1718 | RESOURCE EXPLORATION, LLC | 20,000.00 |

**Vendor Purchasing Report** **For Date Range 01/01/2019 - 02/08/2019**

**Vendor Set: Vendor Set 01**

| Vendor | Name | Volume |
|---|---|---|
| 1738 | MUNIMANAGE, LLC | 31,185.00 |
| 1787 | M M COMFORT SYSTEMS | 36.75 |
| 1798 | OLBRECHTS & ASSOCIATES, PLLC | 2,255.50 |
| 1814 | YSI INCORPORATED, A XYLEM BRAND | 1,738.55 |
| 1816 | NAVIA | 9,104.45 |
| 1828 | QUALITY BUSINESS SYSTEMS - WELLS FARGO | 675.53 |
| 1835 | INC4INC, INC. | 7,500.00 |
| 1879 | HOLMBERG COMPANY | 3,628.70 |
| 1889 | WILLIAMS, KASTNER & GIBBS PLLC | 9,551.00 |
| 1900 | ASPECT CONSULTING LLC | 690.56 |
| 1930 | T-MOBILE USA, INC. | 617.65 |
| 1948 | MULTICARE CENTERS OF OCCUPATIONAL MEDICINE | 95.00 |
| 1962 | BANNER BANK SKROGH | 962.50 |
| 1964 | EARTHWORKS | 4,722.55 |
| 1978 | GOVDELIVERY, LLC | 13,005.91 |
| 1980 | HRA VEBA TRUST | 15,707.55 |
| 1985 | CONTRACT LAND STAFF LLC | 505.00 |
| 1994 | LAKE CITY PARTNERS ENDING HOMELESSNESS | 2,000.00 |
| 1998 | JOHNSTON GROUP, LLC | 2,915.00 |
| 1999 | KING COUNTY POLICE CHIEFS ASSOCIATION | 50.00 |
| 2048 | SMS CLEANING, INC. | 5,700.00 |
| 2081 | SHANNON & WILSON, INC. | 11,216.25 |
| 2113 | WA ASSOC. OF SHERIFFS & POLICE CHIEFS | 180.00 |
| 2129 | CHELIN, KELLY | 84.87 |
| 2132 | FUELCARE | 660.00 |
| 2142 | ICMA RETIREMENT C/O ALLFIRST BANK - 109964 | 45,187.95 |
| 2147 | SOD SPOT LLC | 4,350.00 |
| 2148 | Town and Country Fence Inc. | 2,337.51 |
| 2157 | SOUND SAFETY PRODUCTS CO. | 559.43 |
| 2159 | TRAILER BOSS | 8,181.90 |
| 2160 | ALLWEST UNDERGROUND INC. | 1,980.60 |
| 2161 | BENNETT-GOLD, TOBIN | 282.17 |
| 2162 | ESWO, LLC | 15,000.00 |
| 2163 | CORNERSTONE ARCHITECTUAL GROUP | 10,460.00 |
| 2164 | RANKIN, BRUCE | 418.95 |
| 2166 | BARKER MARTIN, P.S. | 3,717.50 |
| 2167 | APWA-WA CHAPTER | 1,500.00 |
| 2168 | FRED PRYOR SEMINARS | 149.00 |
| 2169 | ETC INSTITUTE | 13,731.90 |
| | **Vendor Set Vendor Set 01 Total:** | **1,484,527.69** |



VIII. C. Total Check #s 41667 through 41756 in the amount of $321,718.48...

# City of Kenmore
# City Council Regular Meeting
# Minutes
# December 10, 2018

**CALL TO ORDER -** Mayor David Baker called the meeting to order at 6:00 p.m.

**ROLL CALL**
Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

**FLAG SALUTE**

**AGENDA APPROVAL**

**PLANNING COMMISSION INTERVIEWS**
Senior Planner Anderson explained that eight individuals have submitted applications for the Planning Commissioner position that will become vacant on January 1 (Jennifer Alderman, Torren Arnesen, Natalie Gordon, Suzanne Greathouse, David Lange, Nathan Loutsis, Richard Owen, and Maelyn Plessas). Interviews will be held, followed by Council's appointment of two candidates to fill the vacant seat and creation of a pool of candidates to fill future vacancies.

Planning Commissioners must be Kenmore residents. According to the Municipal Code, "The city council shall attempt, but shall not be obligated, to appoint planning commission members so that all geographic areas of the City are represented." At your meeting on November 26, the Council asked that "broad demographic representation" also be considered.

Current Planning Commissioners (Carol Baker, Scott McDonald, Mike Mulcare, Mark Ohrenschall, Dennis Olson, and Mike Vanderlinde) live in the northwest and southwest areas of the City. No current Commissioners live in northeast Kenmore (east of 68th Avenue NE), Downtown or in southeast Kenmore (east of 72nd Avenue NE). The Commission includes five men and one woman. Information on other demographic characteristics of the existing Commissioners (age, race, ethnicity, income level, etc.) has not been collected.

Council conducted 10 minutes interviews with each of the applicants.

**BUSINESS AGENDA**
Appoint Two Candidates to the Planning Commission and Create a Pool of Candidates for Future Vacancies - Lauri Anderson, Senior Planner

**MOTION:** **Councilmember Curtis made a motion to appoint Nathan Loutsis to a 2-year term on the Planning Commission, Suzanne Greathouse to a 3-year term and Jennifer Alderman as first alternate, Maelyn Plessas as second alternate and Natalie Gordon as third alternate, Councilmember Srebnik seconded the motion. The motion passed unanimously.**

**CITIZEN COMMENTS**
John Hendrickson
Kenmore, Washington 98028

Mr. Hendrickson made some follow-up comments on the last Council meeting.

**CONSENT AGENDA**
Deputy Mayor Herbig asked for *Amendment No. 4 of Contract 10-C862 for Prosecution Services and Domestic Violence Coordinator Services with the Law Office of Sarah Roberts* to be pulled from the consent agenda for further discussion.

**MOTION:** **Deputy Mayor Herbig made a motion to approve the consent agenda, Councilmember Srebnik seconded the motion. The motion passed unanimously.**

The consent agenda included the following:

The following checks and electronic payments are approved for payment:
Total check #s 41193 through #41270 in the amount of $500,663.16.

Total payroll/taxes/flexible spending/retirement & health savings account electronic deposits dated 11/23/18 in the amount of $129,886.49.

Approve Amendment No. 1 to Contract 18-C1946 with Skip Stone, LLC to Develop a Plan and Framework for Commercial Development

Approve Amendment No. 6 to Contract 14-C1322 with Corey Hansen for Kenmore Business Incubator Consulting Services

Approve Amendment No. 1 to Contract 18-C1834 with Exponent, Inc. for Assistance with the Puget Sound Energy Franchise Agreement

Approve Amendment No. 8 to Contract 12-C1081 with Osborn Consulting for On-Call Engineering Services

Per Section 5.12 and Appendix B of the City's Information Technology Policy, Authorize a Cell Phone Stipend for the City Manager

Approve Amendment No. 3 to Contract 18-C1832 with the Johnston Group for Consulting Services related to the Sound Transit Board

Authorize the City Manager to Enter into an Agreement for Public Works and Municipal Consulting Services with MuniManage LLC

Authorize the City Manager to Enter into an Interlocal Agreement to Join and Participate in the King County Cities Climate Collaboration (K4C)

Approve Amendment No. 7 to Contract 15-C1409 with Gallatin Public Affairs

Approve Amendment No. 1 to Contract 17-C1685 with Alcalde & Fay Government and Public Relations Consultants

City Council Meeting Minutes of November 5, November 13, November 19 and November 26, 2018

**BUSINESS AGENDA**
Amendment No. 4 of Contract 10-C862 for Prosecution Services and Domestic Violence Coordinator Services with the Law Office of Sarah Roberts

Deputy Mayor Herbig stated that he could not vote in favor of this contract due to a decision that was made by Ms. Roberts in the death of a child in 2014.

Council engaged in a brief discussion.

**MOTION:** **Councilmember Smith made a motion to approve Amendment No. 4 of Contract 10-C1862 for Prosecution Services and Domestic Violence Coordinator Services with the Law Office of Sarah Roberts, Councilmember Curtis seconded the motion. The motion passed 6-1-0 with Deputy Mayor Herbig opposed.**

**STAFF REPORT**
Review of New iCompass Video Module for Public Meetings - Kelly Chelin, City Clerk

**COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES**

**RECESS TO EXECUTIVE SESSION**
The meeting recessed to executive session to discuss Litigation per RCW 42.30.110 (1) (i) at 8:55 p.m. for approximately 15 minutes. There will be no action.

**ADJOURNMENT**

The meeting adjourned at 9:10 p.m.

______________________________
David Baker, Mayor

ATTEST:

______________________________
Kelly M. Chelin, City Clerk

# City of Kenmore
# City Council Regular Meeting
# Minutes
# January 14, 2019

**CALL TO ORDER –** Deputy Mayor Herbig called the meeting to order at 7:00 p.m.

**ROLL CALL**

Mayor David Baker (Excused)
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski (Excused)
Councilmember Brent Smith

**FLAG SALUTE**

**AGENDA APPROVAL**

**PRESENTATION**

Certificates to Outgoing Planning Commission Members Douglas Nugent and Scott McDonald - Mayor David Baker

Introduction of New City Police Officers: Jayms Harris, Vadarien Sapp, and Marty Malone - Chief Horvath

King County Lifesavers Award to Officer Derek Arnold - Chief Horvath

**CITIZEN COMMENTS**

There were no public comments.

**CONSENT AGENDA**

Check #41271 through 41373 in the amount of $745,262.38.
Total Payroll/Taxes/Flexible Spending/Retirement and Health Savings Account Electronic Deposits Dated: 12/7/18 in the amount of $130,119.57.

Payroll Check #10110 in the amount of $947.60.
Bond Principal & Interest Payment Dated: 12/3/18 in the amount of $1,075,875.00.

Check #41374 through #41444 in the amount of $1,004,869.34.
Total Payroll/Taxes/Flexible Spending/Retirement and Health Savings Account Electronic Deposits dated: 12/21/2018 in the amount of $132,652.16.
Payroll Check #10111 in the amount of $130.72.

Authorize the City Manager to Enter into a Construction Contract with Bunting Inc. for the Remodel of a Portion of the City-Owned Post Office Building

Receive and File November 2018 Financial Report for the City of Kenmore, Washington

Authorize the City Manager to Execute Interlocal Agreement 18-C1967 with the Northshore Utility District for Installation of Underground Pipe at Rhododendron Park to Serve the Future Boathouse Pavilion

Authorize the City Manager to Enter Into a New City Attorney Agreement with Inslee Best Doezie & Ryder P.S.

Resolution 18-316, Providing for the Disposition of Certain Surplus Property

**Mayor Baker noted that the consent agenda was adopted with no objections.**

**BUSINESS AGENDA**

Reallocation of King County Grant Funds for the St. Edward Ballfield Project to Rhododendron Park Boathouse - Debbie Bent, Community Development Director and Ann Stanton, Park Projects Manager

Manager Stanton explained that at the November 26, 2018 meeting, Kenmore City Council directed staff to meet with King County on potential reallocation of the King County Youth and Amateur Sports funding for the Saint Edward Ballfields project. The Council's preferred project was to complete City Hall Park improvements. King County, however, considers the regional impact of the boathouse to be a better fit with the goals of the grant program.

This additional funding for the boathouse will support construction of the preferred 40'x70' building. Staff presented a project status report on the boathouse at the 10/15/18 council meeting. The direction at the 10/15/18 meeting was to proceed with design of a 20' x 70' building with no add-ons or tenant improvements but including a 40'x 70' concrete foundation building slab (total project cost estimate $530,000). The current total estimated project cost (design, permitting, construction etc.) for the 40’x70’ building with all add-ons is $850,000This includes an increase in site work from the 9/5/2018 estimate in order to add conduit under the park driveway now and avoid trenching through new asphalt. However, using the City Manager’s “experience factor” (adding 50% to the project cost), an additional $425,000 may be needed, giving a total project estimate of $1,275,000 to complete the project.

Proposed Northshore School District participation in the boathouse construction has been determined to only be available for tenant improvements. Funding for tenant improvements is not otherwise secured. Available funding now breaks down as follows:

The facility that can be constructed with this allocation of funds will fulfill the original design concept and provides the physical elements needed for a thriving rowing program to serve both youth and adults.  However, if the total cost to complete the project exceeds available funding, reductions in scope and/or additional outside (non-city) funding will need to be secured.

| Funding Source | Current 2019-2024 Budget | Proposed Building Budget | All Potential Funds | Application of Funds |
|---|---|---|---|---|
| **Washington State** | 242,500 | 242,500 | 242,500 | Building and Site Work |
| **King County** | 0 | 611,000 | 611,000 | Building and Site Work |
| **City of Kenmore** | 7,500 | 7,500 | 7,500 | Building and Site Work |
| **Northshore School District** | 255,000 | 0 | 250,000 | Tenant Improvements |
| **TOTAL** | **$505,000** | **$861,000** | **$1,111,000** | |

While every effort will be made to construct this project in 2019, construction may be delayed from 2019 to 2020 due to recent schedule delays and additions in scope for interior finish design. Construction of Log Boom Park improvements is not scheduled to begin until August 2020 at the earliest, therefore the rowing program is anticipated to have continuous access to the water throughout this time period.

**MOTION:** **Councilmember Srebnik made a motion to direct staff to seek re-allocation of King County Youth and Amateur Sports Grant Funding to the Rhododendron Park Boathouse Project, Councilmember Curtis seconded the motion.  The motion passed 5-0.**

**MOTION:** **Councilmember Curtis made a motion to use the allocated funds for the full. 40’ x 70’ boathouse, Councilmember Smith seconded the motion. The motion passed 5-0.**

Amendment to City of Kenmore 2019-2021 State Legislative Agenda to Include Lake Washington Loop Trail Improvements on Juanita Drive NE

Assistant City Manager Ousley explained that the City Council approved the State Legislative Agenda for the 2019-2021 Session in October 2018. Subsequently, City staff and Gordon Thomas Honeywell, state government relations consultants for the City, have identified the potential for a state role in completing pedestrian and bike improvements to Juanita Drive NE, which is part of the designated Lake Washington Loop Trail. Staff have briefed members of the 46th District Delegation on the project.

This project is part of the Walkways and Waterways bond measure, which will provide $5 Million for the project. The project features a landscaped walkway on the east side of the street, buffered bike lanes in both directions and improved lighting, which will, along with other improvements, enhance the safety for pedestrians and bicyclists on this key regional route.

The proposed amendment to the State Legislative Agenda identifies the potential for $2 Million in State funds to complete this project to improve a regional bike thoroughfare.

**MOTION: Councilmember Curtis made a motion to approve the amended Legislative Agenda, Councilmember Srebnik seconded the motion. The motion passed unanimously.**

**RECESS TO EXECUTIVE SESSION**

The meeting recessed to executive session at 7:43 p.m. to discuss Litigation or Potential Litigation per RCW 42.30.110 (1)(i) for approximately 15 minutes. There will be no action.

**ADJOURNMENT**

The meeting adjourned at 7:58 p.m.

________________________________
David Baker, Mayor

ATTEST:

________________________________
Kelly M. Chelin, City Clerk

# City of Kenmore, Washington
# Proclamation

**WHEREAS,** the future is, to a large measure, dependent on the good health of our children and families; and

**WHEREAS,** good health can be achieved in part through good dental habits and oral health care learned early and reinforced throughout life; and

**WHEREAS**, good oral health contributes to better nutrition, improved ability to concentrate and improved school attendance; and

**WHEREAS,** the City of Kenmore is dedicated to a strong commitment to all children in our community through many early childhood and school programs; and

**WHEREAS,** the American Dental Association has observed February as National Children's Dental Health Month since 1949 to raise awareness about the importance of good oral health; and

**WHEREAS,** last year, the Center for Pediatric Dentistry at the University of Washington's School of Dentistry welcomed children from throughout Washington for free preventive dental care at an event called "Give Kids a Smile" that included an oral exam, teeth cleaning, X-rays, and fluoride application, and the Center hopes to hold such an event this year as well;

**BE IT RESOLVED,** that I, Mayor David Baker of the City of Kenmore, thereby proclaim the month of February 2019 as:

## "Children's Dental Health Month"

in the City of Kenmore, and I urge all citizens and community organizations to join with the City Council in this observance.


IN WITNESS WHEREOF, signed this 11th day of February 2019.

***Signed:*** ______________________________
*David Baker, Mayor*

***Attested***: ______________________________
*Kelly M. Chelin, City Clerk*

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

| | |
|---|---|
| **Subject/Topic:** Ordinance 19-0477, Planning Commission Rules of Membership<br><br>**Proposed Council Action/Motion:** Adopt Ordinance 19-0477 amending Kenmore Municipal Code Section 2.30.020, Planning Commission Membership | **For Council Meeting Agenda of:** 2/11/19<br><br>**Department:** Community Development<br><br>**Prepared by:** Debbie Bent, Community Development Director<br><br>**Initial & Date**<br>**Approved by Department Head:** LA for DB, 1/25/19<br>**Approved by City Attorney:** CA email, 1/21/19<br>**Approved by Finance Director:** ✓ Jane 1/28/19<br>**Approved by City Manager:** RGK<br><br>**Exhibits/Attachments:**<br>Attachment 1: Ordinance 19-0477 |

**INFORMATION/BACKGROUND:**

At the November 19, 2018 meeting, the Council gave direction to amend the Planning Commission membership standards as follows:

- If possible, provide broad demographic representation on the Commission.
- Limit the term of the Planning Commission chair to 36 months in every 48 consecutive months.

The attached ordinance makes those changes.

**FISCAL CONSIDERATION:**

None.

**COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:**

Municipal Code Chapter 2.30 creates the Planning Commission to provide guidance and recommendations to the City on policy matters relative to the amendment of the City's Comprehensive Plan and related land use regulations.

I:/City Clerk/Agenda Items/Templates

# CITY OF KENMORE
## WASHINGTON
## ORDINANCE NO. 19-0477

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO PLANNING COMMISSION MEMBERSHIP; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the standards for Planning Commission membership are outlined in Kenmore Municipal Code Section 2.30.020; and

WHEREAS, on November 19, 2018, the City Council discussed these standards and standards from several neighboring jurisdictions; and

WHEREAS, the City Council wishes to make adjustments to the Kenmore Planning Commission's membership standards;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Amendment of Municipal Code Section 2.30.020. The City Council adopts revisions to KMC Section 2.30.020 as follows:

**2.30.020 Membership.**

A. Number of Members. The planning commission shall consist of seven voting members, each of whom shall serve for a period of three years. The city council, when making initial appointments, may select some members for two- or three-year terms to stagger appointments.

B. Appointment. All members of the planning commission shall be appointed by, and serve at the pleasure of, a majority of the city council. All planning commission members shall serve without compensation. All members of the planning commission shall be Kenmore residents. The city council shall attempt, but shall not be obligated, to appoint planning commission members so that all geographic areas of the City are represented and the commission has broad demographic representation.

C. Vacancies. Vacancies shall be filled by the city council.

D. Chair and Vice Chair. For the first year, the city council shall appoint from among the planning commission members a chair who shall preside at all meetings and a vice chair who shall preside in the absence of the chair. Thereafter, members of the planning commission shall nominate and vote for the chair and vice chair positions. Service as commission chair is limited to 36 months in every 48 consecutive months.

Section 3. 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.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___TH DAY OF ____________, 2019.

CITY OF KENMORE

______________________________
David Baker, Mayor

ATTEST/AUTHENTICATED:

______________________________
Kelly Chelin, City Clerk

Approved as to form:

______________________________
Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

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

| | |
|---|---|
| **Subject/Topic:** Amendment No. 9 to Osborn Consulting Contract #12-C1081. | **For Council Meeting Agenda of:** 2/25/2019 |
| | **Department: Community Development** |
| | **Prepared by: Ann Stanton** |
| | Initial & Date |
| | Approved by Department Head: RD. 2/14/19 |
| | Approved by City Attorney: N/A |
| | Approved by Finance Director: ✓ [signature] 2/14/19 |
| **Proposed Council Action/Motion:** Authorize Amendment No. 9 to extend Osborn Consulting contract #12-C1081 and increase contract amount to $1,243,066. | Approved by City Manager: [signature] |
| | **Exhibits/Attachments:** Contract Amendment No. 9 |

**INFORMATION/BACKGROUND:**

Osborn Consulting have provided on-call engineering consulting services to the City since 2012, supporting surface water and parks capital improvement projects. Contract Amendment No. 9 includes funds for engineering services to support permitting, design and development of construction documents for the Rhododendron Boatshed Project. The boathouse is the only remaining active project in Contract 12-C1081. The amendment will extend the contract through 2021. Staff recommends approval of Amendment No. 9 to Contract 12-C1081.

The adopted 2019-2024 CIP approves project P30 funding in the amount of $505,000. At its January 14, 2019 meeting, City Council authorized city staff to proceed with design of a 40'x70' boathouse (estimated project cost $861,000) and request reallocation of King County Youth Athletic Facilities grant funding ($611,000) awarded for Saint Edward ballfields improvements to this boathouse project.

**FISCAL CONSIDERATION:**

This proposed amendment to Contract 12-C1081 includes a total funding increase in the amount of $87,066 for a new total contract authorization of $1,243,066.

$78,297 of the total is requested to complete permitting, design and bidding for the 40'x70' Rhododendron boatshed project.

$8,769 is requested to correct a recently-identified shortfall in the total contract amount. Work currently authorized in Rhododendron Park Task Order 20 Amendment 4, when completed, will exceed the current total contract amount of $1,156,000 by $8,769. Work completed to date under this amendment has not yet exceeded the total contract amount.

**COUNCIL GOAL/BUDGET OBJECTIVES BEING ADDRESSED:**

5. Advance Public Access to Water.
6. To continue to implement a Parks Improvement Plan.
9. To build community and create fun.

**CITY OF KENMORE CONTRACT NO. 12-C1081**
**AMENDMENT NO. 9**

The Contract for Consultant Services, Contract No 12-C1081 between the City of Kenmore and Osborn Consulting, Inc., dated 1/29/2013 (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 2. titled "Compensation and Method of Payment" is amended to increase the maximum compensation from $1,156,000 (the amount authorized by Amendment no. 6 to the Contract) to $1,243,066.

2. 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, 2021, 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 day of , 2019.

| | |
|---|---|
| CONSULTANT: Osborn Consulting Inc. | CITY OF KENMORE: |
| BY: ______________________ | BY: ______________________ |
| Tarelle Osborn, PE | Rob Karlinsey |
| Title: Principal | Title: City Manager |

Address: 1800 112th Avenue NE, Suite 220E

Bellevue, WA 98004

Phone: 425-451-4009 x 1

City Council Business Agenda Item
City of Kenmore, WA

| | |
|---|---|
| Subject/Topic:<br><br>January 11-12, 2019 City Council Retreat Report, including City Council Goals<br><br>Move to:<br><br>Approve January 11-12, 2019 City Council Retreat Report, including City Council Goals | For Council Meeting Agenda of: February 25, 2019<br><br>Department: City Manager's Office<br><br>Prepared by: Rob Karlinsey<br><br>Initial & Date<br>Approved by Department Head: ______<br>Approved by City Attorney: ______<br>Approved by Finance Director: ______<br>Approved by City Manager: RK<br><br>Exhibits/Attachments:<br><br>1. 2019-2020 Kenmore City Council Goals<br>2. January 11-12, 2019 City Council Retreat Report, including City Council Goals. |

Expenditure Required N/A | Amount Budgeted N/A | Appropriation Required N/A

INFORMATION/BACKGROUND:

The Kenmore City Council held its annual retreat on January 11 and 12, 2019. At the retreat, the City Council discussed updates to its Goals for 2019-2020. These goals are found on the first attachment to this Agenda Bill and also in the retreat report.

*City of Kenmore*
*Washington*

# 2019 - 2020
# City Council Goals

1. **Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.**
   - **Implement the Sidewalk Plan**

TARGET ZERO
A SAFER KENMORE

2. **Implement the Walkways and Waterways projects.**
3. **Increase and preserve the options for affordable housing stock.**
4. **Create and implement a Financial Sustainability Plan.**
5. **Support Bus Rapid Transit on 522.** STRIDE
6. Continue to seek opportunities to complete a successful Lakepointe project.
7. Implement the Economic Development Plan, with an emphasis on the following key points:
   - Advance Public's Access to Water
   - Create a vibrant walkable downtown
   - Attract new businesses and support existing businesses
   - Promote the Image of Kenmore
8. Continue to implement a Parks Improvement Plan.
9. Build community, celebrate diversity and create fun.
10. Protect and enhance the climate, water, air and forest environment.

*PENDLETON CONSULTING, L.L.C.*

MICHAEL R. PENDLETON Ph.D.

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# THE

# KENMORE CITY COUNCIL

# ANNUAL RETREAT

**January 11th and 12th**
**2019**

**Summary Report**

## Introduction

The Kenmore City Council annual retreat was held on January 11th and 12th, 2019 at the La Conner Country Inn in La Conner, Washington. The retreat is located and structured to provide an uninterrupted forum for in-depth discussion of selected issues. The purpose of this retreat was to discuss, in depth, key projects and policy issues identified by the participants during a pre-retreat interview to establish the agenda. In addition, this retreat focused on establishing goals and objectives for 2019 and 2020. The following agenda guided the discussions during this council retreat:

1. 2018 Accomplishments
2. Financial Sustainability
3. Walkways and Waterways
4. Transportation
5. Affordable Housing
6. Downtown
7. Ball Fields
8. Transportation
9. Lakepointe
10. Water Issues
11. General City Issues
12. Goals for 2019 and 2020

The following report is a summary of the discussions and outcomes of the retreat (a complete recording of this retreat was made and is retained by City officials):

## 2018 Accomplishments

The retreat opened with a listing of key accomplishments that have occurred within the city during the last year. See Appendix Two.

## Financial Sustainability

The participants first discussed the financial outlook for the city. It was quickly noted that the revenue and expenditure lines are projected to cross in 2021 and currently there is little room for adjusting that projection (see summary in retreat packet). It was noted that it is time to establish a specific plan for addressing the coming fiscal challenges. Participants discussed the value of looking at what other cities have done to address this challenge with an emphasis on cities that compare in size to Kenmore. It was noted that a fuller use of the Priority Based Budgeting tool would be useful. It was also noted that avoiding other cities use of the "levy" approach to revenue enhancement should be avoided.

**Agreement One: Use the Priority Based Budgeting tool along with an analytical process to review other cities to establish a fiscal sustainability plan. Invite other nearby cities to come and present what they have done towards financial sustainability.**

### Walkway and Waterways

The participants next discussed recent and future Walkways and Waterways projects. Projects that affect Juanita Drive were discussed at length with a particular focus on the need for more funding to complete projects in this area. The role of both the state and funding from King County were discussed.

### Transportation

**Pavement Plan.** The participants discussed the recent pavement rating study and the importance of keeping roads maintained. The various advantages to "slurry vs. chip seal" road maintenance approaches were discussed. It was noted that chip seal is not viewed favorably by citizens. Other issues such as restricted driveway access, and the importance of public outreach were discussed. It was noted that it is important to make certain that developers replace roads they damage to City standards. It was noted that King County was originally going to contract with the city to oversee asphalt overlay projects but have recently said they will not be able to do so. Finally, the participants discussed the cost of repair and replacement and the importance of making sure pavement repair is included within the Financial Sustainability Plan.

**Sammamish River Bridge.** Participants next discussed the recent closure of the bridge and its impact on travel within the community. It was noted that there is really no plan if the bridge is closed or taken out by a disaster. More specifically it was noted that there is a need for an emergency plan. Participants discussed the importance of an "after action" review of the recent closure and need to see the results of such a review. It was further noted that while an emergency plan is important there needs to be a plan that would address the need for a longer term "routine traffic" need. After a discussion the participants agreed to the following:

**Agreement Two: Staff will review various elements of a plan for a bridge closure and come back to the City Council with suggestions on how to proceed.**

**Local Roads Safety Plan.** The participants next discussed road safety and the status of various projects and other efforts to promote road safety. Such topics as crossings on the bike trail, the need for road striping on 73rd street and the importance of messaging the community on efforts that are underway. Participants discussed the need for more funding and the importance to recognize the role of maintenance and the costs associated with maintenance. Finally, participants noted and discussed the importance of sweeping arterials to making pedestrian and bike paths safe.

**Sidewalks.** Participants next reviewed and discussed the sidewalk improvement efforts within the city. It was noted that the $100,000 dollars set aside for sidewalk gaps in the budget really limits the amount of sidewalk improvements possible. Sidewalk repair and installation is very expensive. Participants had a lengthy discussion of the impact of trees on sidewalks and the pros and cons of removing trees to preserve sidewalks. After this long discussion the participants agreed to the following:

**Agreement Three: Staff will prepare a long-term plan that addresses trees, storm systems, and sidewalks on 61st Avenue.**

**Bus Rapid Transit.** Participants next discussed the various facets of Bus Rapid Transit and current proposals and options that affect Kenmore. Such features as a parking garage next to a park and ride stop, the importance of a pedestrian bridge across 522, and the importance of keeping a focus on speed and reliability were discussed.

## Affordable Housing

Participants next discussed at length a number of topics associated with affordable housing and other housing issues. Such topics included the role of zoning and density, stackable units, Accessory Dwelling Units, townhouses within residential areas, School district impact fees, winter shelters and the role of tax exemptions.

**Zoning and Density.** The participants discussed the role of zoning in developing affordable housing. Staff reviewed a handout entitled Housing Strategy Plan that addresses a number of issues of interest to the City Council. The importance of having a plan that is "common" across various cities was discussed and generally accepted as a sound approach. The pros and cons of smaller houses to increase density was discussed. The importance of a suite of options was noted that would address the importance of ADU's and other ways to address the need. After a long discussion the participants agreed to the following:

**Agreement Four: For 2020, make item A1.C a Tier 1 item in the Housing Strategy Plan (design guidelines that allow flexibility in single family neighborhoods for small scale housing.)**

**Developer Involvement.** In the context of the housing discussion the role of the Developer Community was discussed. It was noted that it is important to create incentives for developers to create the housing options that are needed. After a discussion the participants agreed to the following:

**Agreement Five: Staff will put together a Developer Panel on what works and what doesn't to create incentives for housing options. This panel will speak to a joint session of the City Council and Planning Commission sometime in 2019.**

**Church Backlot Property.** The participants discussed, briefly, a large tract of property owned by a local church. The owner of the Church Property has approached the city with a desire to help with the affordable housing issue. The participants agreed to the following:

**Agreement Six: Staff will reach out to the pastor of the church to get a better understanding of the interests of the church as it relates to affordable housing and report back to the City Council.**

**Stackable Units.** The participants next discussed the nature and role of stackable living units. It was noted that a business creates modular stackable units that are high quality and used to create affordable housing. The pros and cons of bringing stackable units within the city were discussed. The participants agreed to the following:

**Agreement Seven: Staff will research the codes and regulations to see if the current codes would allow Stackable Units within the city.**

**Less Expensive Housing Stock.** Participants discussed the importance of an inventory of affordable housing stock. The participants agreed to the following:

**Agreement Eight: The staff will ask ARCH to produce a 'dashboard' on the number of affordable housing units within the city.**

**Townhouses within Residential Areas.** The participants next discussed the role, and pros-cons of townhouses located within residential areas. In particular participants discussed the role of limitations on townhouses within residental areas. It was noted that townhomes can only be located within areas that zoned for multifamily structures.

**School District Impact Fees.** The participants next discussed the recent indication by the School District that they would like school impact fees to be raised. After a discussion the participants agreed to the following:

**Agreement Nine: Staff will schedule the School District officials to come to the City Council in 2019 to discuss School Impact Fees.**

**Winter Shelter.** The participants next discussed the importance of winter shelter for homeless and the role and pros-cons of low barrier housing. It was noted that the current city code does not allow for low barrier housing. Several participants noted they are comfortable with the current policy affecting winter housing.

**Involvement of Community Group.** The participants next discussed the role and nature of the North Urban Human Services Alliance (NUHSA). It was noted that this group was meeting at city hall and were concerned about affordable housing. After a discussion the participants agreed to the following:

**Agreement Ten: Staff will meet with NUHSA to learn more about their focus on housing and if it might be useful for this group to come to a City Council session to discuss their interest in this important topic.**

**12 Year Multi-Family Tax Exemption Ordinance.** Staff reviewed a memo concerning the Council's possible interest in changing the level of affordability of the 12-year tax exemption. The participants discussed the various advantages and disadvantages to changing the policy including the importance of profit making for developers and the difference between 8 years and the current 12 year policy. After a discussion it was noted that this issue will be coming before the Council within the next month.

## Downtown

**Walkability and Dead Zones.** Participants discussed the current vision of a "Walkable Downtown" and the importance of working with property owners to develop a more walkable focus within the downtown. Various issues were discussed such as the importance of outreach to property owners, financial incentives and the role of the free market in setting development priorities. After a discussion the participants agreed to the following:

**Agreement Eleven. The City Manager will organize a "State of 181st" meeting with the property owners to discuss and share mutual interests and ways to work together to create walkable options and promote redevelopment.**

## Ball Fields

Participants next discussed the multiple efforts to secure more ball field access in working both with the School District and St. Edward State Park. It was noted that it is important to message more fully to the community the vast nature of the efforts to date to acquire more capacity. This messaging should include a spot on the city website and other means. It seems clear to several participants that the community is unaware of these vast efforts. The participants discussed the value of pursuing both sources (School District and St. Edward) simultaneously or sequentially. Most participants felt it would be important to pursue St. Edward first then the school district (sequentially).

**Lakepointe**

The participants discussed, at length the current state of the Lakepointe project and possible courses of action. It appears that the project with the current developer may not go forward, although staff have been making efforts to bring the developer back to the table. Participants discussed various ways to proceed on the assumption that the current developer will pull out of the project. Participants discussed the pros and cons of a new public process to determine the next course of action. Additional topics such as the role of financial incentives, the role of the current property owner, the role of the city, the nature and role of P suffixes, and other aspects of the project. After a very long discussion the participants agreed to the following:

**Agreement Twelve: If the current developer does not move forward, the City Manager will draft a public process that approximates one utilized in past years for the downtown and bring it back to the City Council for review and approval.**

**Water Issue and Topics**

**Water Quality.** The participants reviewed the Swamp Creek restoration efforts. It was noted that it would be very important to tell the story of this restoration and the on-going efforts to monitor the quality of the creek. After a discussion the participants agreed to the following:

**Agreement Thirteen: Staff will prepare a brief "story report" on the Swamp Creek Restoration and prepare a City Council Proclamation recognizing the volunteer groups that have performed the great work done and ongoing with Swamp Creek.**

**Aquatic Management Plan: A Review Cycle.** Participants quickly discussed the value of an on-going review cycle for the Aquatic Management Plan. All agreed to the following:

**Agreement Fourteen: Create an annual or biannual review of the Aquatic Management Plan.**

**Public Access to Waterway Still A Priority?** The City Manager requested a quick check in with the City Council on the level of priority of public access to the waterways. The participants all agreed this is still a high priority while recognizing that significant public access to the water projects have been recently completed or are underway.

**Swimming Pool.** The participants next discussed regional efforts near the city to build a swimming pool. The possibility of a county bond issue ear marking funds for a north end pool were discussed including ways to register support for this effort. The efforts of other cities and the pros and cons of joining forces were discussed. It was noted that the real cost of a pool is in the operation and maintenance, and funds for O and M must be included within any effort. Future meetings were noted and need for additional information was noted especially before formal support by the city of a north end effort could be given.

## General City Issues

**City Website.** Participants discussed the value of a website redo and the importance of a mobile device interface with the website.

**Climate.** The participants discussed the importance of the City doing as much as they can on the climate issue. A group known as K4C addresses this issue and is supposed to be developing a "tool kit" for ways to address climate related behaviors and policies. It was also noted that there is a new book called Climate of Hope by Michael Bloomberg and Carl Pope that would be useful to read, and having Court Olson with People for Climate Action give a brief presentation would also be useful.After a discussion the participants agreed to the following:

**Agreement Fifteen: Ask the K4C group and also Court Olson to come before the City Council with the tool kit for addressing climate issues.**

**Improve Customer Service.** The City Manager did a brief presentation on a customer service initiative with the city staff. He presented the "chain reaction of excellence" model (Jeff Kober) which features Leadership, Internal Customer Service, External Customer Service and "Happy Customers", as well as the

Customer Compass (Jeff Kober) and the Service Vision and Values of the organization.

**Where is the fun?** Participants next discussed various aspects of the many community events and ways to enhance the events. Such topics included a food truck court, parking, and other changes that might further the success of city events. The following shifts were to be researched: possibly changing the times to more evening hours, shifting the farmers market to the town square and expanding the farmers market to actually include more farm products such a produce etc.

**Arts.** Participants next discussed the local arts group known as the Arts of Kenmore. The wonderful work that this group has done was quickly and universally noted by the participants. Ways to support this group and the role of a formal designation as a local arts agency was discussed. In addition, the expansion of this group to include performing arts was discussed. After a discussion the participants agreed to the following:

**Agreement Sixteen: Staff will research the process and implications of formally designating the Arts of Kenmore as a local arts agency and report back to the City Council.**

**20th Anniversary:** Participants next discussed if there will be any other events associated with the 20th Anniversary? Several topics were discussed including the possibility of holding a "city turns 21" event that features the brew district. Ways to tie the events together in a theme (example: "Where's the Fun?") were discussed along with the logistics such as stage building associated with events.

**B and O tax on Heavy Industry.** Participants next discussed the major negative impacts of non-conforming business on the city such as damage to roads, damage to the climate and the fact they pay little tax to off set these impacts. The pros and cons of going to the voters to raise the B and O tax on these industries to offset impacts, raise citizen awareness and awareness of the owners of these businesses were discussed.

**Agreement 17: Staff will report back what heavy manufacturing regulations the City has adopted and what additional regulations could be adopted.**

**City Council Goals**

The participants next reviewed and discussed the City Council goals established at last year's retreat. The participants then revised the goals based upon completion and other factors. Next the participants nominated new goals for consideration. Finally, the participants used a Paired Comparison Methodology to select their goals for 2019-20. See the below.

The top five goals will comprise a portion of the City Manager's annual performance review. Goals will be addressed to generally reflect their priority; however, opportunity and/or necessity may require an emphasis on selected goals outside the priority listed in this report.

**Council Goals**
**2019-2020**

1. **Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel. (57 points)**
   **-Implement the Sidewalk Plan**
2. **Implement the Walkways and Waterways projects. (52 points)**
3. **Increase and preserve the options for affordable housing stock. (42 points)**
4. **Create and implement a Financial Sustainability Plan. (41 points)**
5. **Support Bus Rapid Transit on 522. (39 points)**
6. Continue to seek opportunities to complete a successful Lakepointe project. (25 points)
7. Implement the Economic Development Plan, with an emphasis on the following key points: (21 points)
   - Advance Public's Access to Water
   - Create a vibrant walkable downtown
   - Attract new businesses and support existing businesses
   - Promote the Image of Kenmore
8. Continue to implement a Parks Improvement Plan. (14 points)
9. Build community, celebrate diversity and create fun. (11 points)
10. Protect and enhance the climate, water, air and forest environment. (11 points)

**Appendix One**
**Retreat Participants**

Mayor
David Baker

Deputy Mayor
Nigel Herbig

Councilmember
Milton Curtis

Councilmember
Stacey Denuski

Councilmember
Joe Marshall

Councilmember
Brent Smith

Councilmember
Debra Srebnik

City Manager
Rob Karlinsey

Assistant City Manger
Nancy Ousley

Finance and Administration Director
Joanne Gregory

Community Development Director
Debbie Bent

Development Services Director
Bryan Hampson

City Clerk
Kelly Chelin

Transportation
John Vicente

Public Works
Jennifer Gordon

Surface Water Program Manager
Richard Sawyer

Facilitator
Michael Pendleton

**Appendix Two**
**2018 Accomplishments**

1. Mobile Home Park
2. Bringing Public Works "In House"
3. Passed a "tough" Budget
4. Local Road Safety Plan
5. First Pride Declaration
6. Lakepointe Feasibility Study
7. Rhododendron Park Improvements
8. Sea Plane Restaurant Opening
9. Funding for basketball hoops
10. Significant design on Walkways and Waterways
11. Funding for boat shell house
12. Amazing art shows in townhall
13. Homeless shelter ordinance
14. Major progress on Sammamish Bridge planning and final design
15. Completed one Walkways and Waterways project
16. Target Zero Sidewalk improvements near Middle School
17. St. Edward Lodge construction permitting
18. State Parks' fulfillment of purchase of Macdonald property
19. Ball field analysis
20. Car charging station
21. Negotiated Mainstreet real estate agreement
22. Passed a plastic bag ordinance
23. Surface Water Management station
24. Twentieth Anniversary Celebration
25. Install lawn at City Hall
26. Culvert improvements at Swamp Creek and 192$^{nd}$

27. First full year of Hangar- over 1,000 reservations
28. Update to the Economic Development Strategy
29. Music, movie, fireworks-events
30. Passed the 1,000 mark in registered businesses
31. Completed the pavement rating study

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

Subject/Topic:

Amendment No. 4 to Contract No. 12-C1083 with Kenmore Commercial LLC for Kenmore Business Incubator Lease

For Council Meeting Agenda of: ~~11~~ 25 February 2019

Department: Executive

Prepared by: Nancy Ousley, Assistant City Manager

| | Initial & Date |
|---|---|
| Approved by Department Head: | NKO 1 FEB 2019 |
| Approved by City Attorney: | ✓ |
| Approved by Finance Director: | |
| Approved by City Manager: | |

Proposed Council Action/Motion:

Motion to Approve Amendment No. 4 to Contract No. 12-C1083 with Kenmore Commercial, LLC

Exhibits/Attachments:

1. Proposed Amendment No. 4
2. Contract No. 12-C1083 as previously amended

INFORMATION/BACKGROUND:

The proposed contract amendment extends the lease for Kenmore Business Incubator office space through December, 2020 and applies a 2.8% increase to the base rent, based on CPI-U for the Seattle Metro area. The underlying lease provides for termination of the lease by either party with a 90 day notice.

The City has leased this space since 2013, and Incubator client fees have equaled or exceeded the base rent amount each year since 2016.

FISCAL CONSIDERATION:

The adopted budget accommodates the projected expenditures in the proposed Amendment.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Implement the Economic Development Plan: attract new businesses and support existing businesses.

ATTACHMENT
1

**City of Kenmore Contract No. 12-C1083**
**FOURTH AMENDMENT TO LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment") effective January 1, 2019, is by and between KENMORE COMMERCIAL, LLC, a Washington limited liability company, as Landlord, and CITY OF KENMORE, a Washington municipal corporation, as Tenant.

**R E C I T A L S:**

A. Pursuant to Lease Agreement effective December 3, 2012 (the "Lease"), Landlord leased to Tenant that approximately 3,000 square foot space commonly referred to as Building A, Suite B, 7204 NE 175th Street, Kenmore, Washington (the "Premises"). The Premises are located on the real property legally described on Exhibit A hereto.

B. The term of the Lease was thirty-six (36) months, commencing January 1, 2013 and terminating December 31, 2015.

C. Pursuant to First Amendment to Lease Agreement dated July 8, 2015 (the "First Amendment"), the term of the Lease was extended by a period of twelve (12) months, commencing January 1, 2016 and terminating December 31, 2016.

D. Pursuant to Second Amendment to Lease effective December 30, 2016 (the "Second Amendment") the term of the Lease was further extended for a period of twenty-four (24) additional months, commencing January 1, 2017 and terminating December 31, 2018;

E. Pursuant to the Third Amendment to Lease effective January 1, 2018, the Base Rent amount was increased from $2,613.75 per month to $2,692.16 per month.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Extension of Term. The term of the Lease shall be extended by twenty-four (24) months, commencing January 1, 2019 and terminating December 31, 2020 (the "Seventh Lease Year" and "Eighth Lease Year").

2. Base Rent. Tenant's obligation for Base Rent for the period commencing January 1, 2019 and terminating December 31, 2020 (the "Seventh Lease Year" and "Eighth Lease Year") shall increase from $2,692.16 per month to the sum of Two Thousand Seven Hundred Sixty-Seven and 54/100 Dollars ($2,767.54) per month.

3. Recitals; Capitalized Terms. The Recitals shall be deemed a part of this Amendment. Unless otherwise defined herein, capitalized terms in this Amendment shall have the meanings assigned to them in the Lease.

4. No Other Modifications. Except as expressly set forth herein, the parties' Lease, as previously amended, shall be unmodified and shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**LANDLORD:**

Kenmore Commercial, LLC,
a Washington limited liability company

By____________________________
Mobeen Butte, its Member

Date:__________________________

**TENANT:**

City of Kenmore,
a Washington municipal corporation

By____________________________
Rob Karlinsey, its City Manager

Date:__________________________

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Mobeen Butte** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Member of **Kenmore Commercial, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ____________________________

______________________________________

______________________________________
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

______________________________________

My appointment expires:_______________

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Rob Karlinsey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the City Manager of the **City of Kenmore**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ____________________________

______________________________________

______________________________________
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

______________________________________

My appointment expires:_______________

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, Ptn. Lot 1, Lakewood Villa Tracts
Situate in the County of King, State of Washington.

ATTACHMENT 2

**City of Kenmore Contract No. 12-C1083**
**THIRD AMENDMENT TO LEASE AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") effective January 1, 2018, is by and between KENMORE COMMERCIAL, LLC, a Washington limited liability company, as Landlord, and CITY OF KENMORE, a Washington municipal corporation, as Tenant.

**RECITALS:**

A. Pursuant to Lease Agreement effective December 3, 2012 (the "Lease"), Landlord leased to Tenant that approximately 3,000 square foot space commonly referred to as Building A, Suite B, 7204 NE 175th Street, Kenmore, Washington (the "Premises"). The Premises are located on the real property legally described on Exhibit A hereto.

B. The term of the Lease was thirty-six (36) months, commencing January 1, 2013 and terminating December 31, 2015.

C. Pursuant to First Amendment to Lease Agreement dated July 8, 2015 (the "First Amendment"), the term of the Lease was extended by a period of twelve (12) months, commencing January 1, 2016 and terminating December 31, 2016.

D. Pursuant to Second Amendment to Lease effective December 30, 2016 (the "Second Amendment") the term of the Lease was further extended for a period of twenty-four (24) additional months, commencing January 1, 2017 and terminating December 31, 2018;

E. Tenant desires that Landlord perform certain improvements to the Premises, and Landlord is willing to accommodate Tenant's requests, subject to and in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Improvements to Premises. Landlord agrees, at a time mutually convenient for Landlord and Tenant, but in no event later than April 1, 2018, to repaint, as reasonably necessary, the interior walls of the Premises.

2. Base Rent. In consideration of Landlord's agreements set forth hereinabove, Tenant's obligation for Base Rent for the period commencing January 1, 2018 and terminating December 31, 2018 (the "Sixth Lease Year") shall increase from $2,613.75 per month to the sum of Two Thousand Six Hundred Ninety- Two and 16/100 Dollars ($2692.16) per month.

3. Recitals; Capitalized Terms. The Recitals shall be deemed a part of this Amendment. Unless otherwise defined herein, capitalized terms in this Amendment shall have the meanings assigned to them in the Lease.

4. No Other Modifications. Except as expressly set forth herein, the parties' Lease, as previously amended, shall be unmodified and shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**LANDLORD:**

Kenmore Commercial, LLC,
a Washington limited liability company

By Mobeen Butte
Mobeen Butte, its Member

Date: 3-1-18

**TENANT:**

City of Kenmore,
a Washington municipal corporation

By RJ Kalj
Rob Karlinsey, its City Manager

Date: 2-15-18

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Mobeen Butte** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Member of **Kenmore Commercial, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ______________________

______________________________

______________________________
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

______________________________

My appointment expires:____________

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Rob Karlinsey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the City Manager of the **City of Kenmore**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ______________________

______________________________

______________________________
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

______________________________

My appointment expires:____________

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, Ptn. Lot 1, Lakewood Villa Tracts
Situate in the County of King, State of Washington.

**Contract No. 12-C1083**
**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") effective December 30, 2016, is by and between KENMORE COMMERCIAL, LLC, a Washington limited liability company, as Landlord, and CITY OF KENMORE, a Washington municipal corporation, as Tenant.

**RECITALS:**

A. Pursuant to Lease Agreement effective December 3, 2012 (the "Lease"), Landlord leased to Tenant that approximately 3,000 square foot space commonly referred to as Building A, Suite B, 7204 NE 175th Street, Kenmore, Washington (the "Premises"). The Premises are located on the real property legally described on Exhibit A hereto;

B. The term of the Lease was thirty-six (36) months, commencing January 1, 2013 and terminating December 31, 2015.

C. Pursuant to First Amendment to Lease Agreement dated July 8, 2015 (the "First Amendment"), the term of the Lease was extended by a period of twelve (12) months, commencing January 1, 2016 and terminating December 31, 2016.

D. Tenant has caused to be installed, at Tenant's cost, fiber improvements for high speed internet service to the Premises, which fiber improvements have added value to the Premises;

E. The parties desire to extend the Lease term by twenty-four (24) additional months, and otherwise to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Extension of Term. The term of the Lease shall be extended by twenty-four (24) months, commencing January 1, 2017 and terminating December 31, 2018 (the "Fifth Lease Year" and "Sixth Lease Year").

2. Base Rent. In consideration for the fiber improvements to the Premises, Tenant's obligation for Base Rent during the Fifth Lease Year and Sixth Lease Year shall continue to be Two Thousand Six Hundred Thirteen and 75/100 Dollars ($2,613.75) per month.

3. Operating Expenses. The third and fourth sentences of Paragraph 7.b of the Lease, "PAYMENT: TRIPLE NET," as amended by Paragraph 3 of the First Amendment, shall be replaced with the following provisions:

> In no event will the amount of Tenant's Pro Rata Share of Operating Costs (excluding taxes, insurance premiums and common area utility costs) increase by

more than three percent (3%) (the "cap") during each of months 13 – 24 (the "Second Lease Year"), months 25 – 36 (the "Third Lease Year") months 37 – 48 (the "Fourth Lease Year"), months 49 – 60 (the "Fifth Lease Year"), or months 61 – 72 (the "Sixth Lease Year") of the Lease term. Landlord shall also provide Tenant, as soon as possible following the beginning of each of Lease Year of the term, a good faith estimate of Tenant's annual Pro Rata share of Operating Costs for such Lease Year.

4. Recitals; Capitalized Terms. The Recitals shall be deemed a part of this Amendment. Except as otherwise defined herein, capitalized terms in this Amendment shall have the meanings assigned to them in the Lease.

5. No Other Modifications. Except as expressly set forth herein, the parties' Lease shall be unmodified and shall continue in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment.

| **LANDLORD:** | **TENANT:** |
|---|---|
| Kenmore Commercial, LLC,<br>a Washington limited liability company | City of Kenmore,<br>a Washington municipal corporation |
| By Mobeen Butte<br>Mobeen Butte, its Member | By RL Karlinsey<br>Rob Karlinsey, its City Manager |
| Date: 1-24-17 | Date: 1-24-17 |

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, Ptn. Lot 1, Lakewood Villa Tracts
Situate in the County of King, State of Washington.

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Mobeen Butte** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Member of **Kenmore Commercial, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 24 2017

KELLY M. CHELIN COMMISSION EXPIRES NOTARY PUBLIC 11-19-17 STATE

Kelly M. Chelin
(Print name)
NOTARY PUBLIC in and for the State of Washington, residing at Everett, WA

My appointment expires: 11-19-17

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Rob Karlinsey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the City Manager of the **City of Kenmore**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 24, 2017

KELLY M. CHELIN COMMISSION EXPIRES NOTARY PUBLIC 11-19-17 STATE OF WASHINGTON

Kelly Chelin
(Print name)
NOTARY PUBLIC in and for the State of Washington, residing at Everett, WA

My appointment expires: 11-19-17

**City of Kenmore Contract No.12-C1083**

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") dated ~~June~~ July 8, 2015, is by and between KENMORE COMMERCIAL LLC, a Washington limited liability company, as Landlord, and CITY OF KENMORE, a Washington municipal corporation, as Tenant.

**RECITALS:**

A. Pursuant to Lease Agreement effective December 3, 2012 (the "Lease"), Landlord leased to Tenant that approximately 3,000 square foot space commonly referred to as Building A, Suite B, 7204 NE 175th Street, Kenmore, Washington (the "Premises"). The Premises are located on the real property legally described on Exhibit A hereto;

B. The term of the Lease was thirty-six (36) months, commencing January 1, 2013 and terminating December 31, 2015.

C. The parties desire to extend the Lease term by twelve (12) additional months, in accordance with the provisions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Extension of Term. The term of the Lease shall be extended by twelve (12) months, commencing January 1, 2016 and terminating December 31, 2016 (the "Fourth Lease Year").

2. Base Rent. Tenant's obligation for Base Rent during the Fourth Lease Year shall be Two Thousand Six Hundred Thirteen and 75/100 Dollars ($2,613.75) per month.

3. Operating Expenses. The third and fourth sentences of Paragraph 7.b of the Lease, "PAYMENT: TRIPLE NET," shall be replaced with the following provisions:

> In no event will the amount of Tenant's Pro Rata Share of Operating Costs (excluding taxes, insurance premiums and common area utility costs) increase by more than three percent (3%) (the "cap") during each of months 13 – 24 (the "Second Lease Year"), months 25 – 36 (the "Third Lease Year") and months 37 – 48 (the "Fourth Lease Year") of the Lease term. Landlord shall also provide Tenant, as soon as possible following the beginning of each of the Second, Third and Fourth Lease Years, a good faith estimate of Tenant's annual Pro Rata share of Operating Costs for such Lease Year.

4. Landlord's Preparation Work. The parties acknowledge that, notwithstanding extension of the term set forth in Paragraph 1, above, Tenant shall have paid in full, no later than

December 31, 2015, the sum of $7,200.00 set forth in Paragraph 36 of the Lease toward the cost of the bamboo flooring installation portion of Landlord's Preparation Work.

5. Recitals; Capitalized Terms. The Recitals shall be deemed a part of this Amendment. Except as otherwise defined herein, capitalized terms in this Amendment shall have the meanings assigned to them in the Lease.

6. No Other Modifications. Except as expressly set forth herein, the parties' Lease shall be unmodified and shall continue in full force and effect.

7. Counterparts. This Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment.

| | |
|---|---|
| **LANDLORD:** | **TENANT:** |
| Kenmore Commercial LLC,<br>a Washington limited liability company | City of Kenmore,<br>a Washington municipal corporation |
| By [signature]<br>Mobeen Butte, its Member | By [signature]<br>Rob Karlinsey, its City Manager |
| Date: 7-7-15 | Date: 7-7-15 |

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Mobeen Butte** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the ________________ of **Kenmore Commercial LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 7, 2015

Kathleen R. Hicks
Kathleen R. Hicks
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at
King County, Kenmore
My appointment expires: 1/1/2017

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I CERTIFY that I know or have satisfactory evidence that **Rob Karlinsey** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the City Manager of the **City of Kenmore**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 8, 2015

Patty Safrin
Patty Safrin
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at
Lake Forest Park
My appointment expires: 08-01-16

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot 2, Ptn. Lot 1, Lakewood Villa Tracts**
**Situate in the County of King, State of Washington.**

**City of Kenmore Contract No. 12-C1083**

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), effective ~~November~~ December 3, 2012 (the "Effective Date"), is by and between **Kenmore Commercial LLC**, a Washington limited liability company, as "Landlord," and **City of Kenmore**, a municipal corporation, as "Tenant."

**WITNESSETH:**

A. Landlord is the owner of the real property and improvements located at **7204 NE 175th Street, Kenmore, King County, Washington**, which property is legally described on Exhibit A hereto, and depicted on the Site Plan attached as Exhibit B hereto (the "Property").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, that approximately 3,000 square foot space comprising the entire second floor of building A located on the Property (the "Building"), which space is commonly referred to as Building A, Suite B, 7204 NE 175th Street, Kenmore, Washington (the "Premises"). The Premises are shown in cross-hatching on Exhibit B hereto.

NOW, THEREFORE, in consideration of the mutual covenants and provisions hereof, the parties agree as follows:

**1: PREMISES:** Landlord, in consideration of the rents, covenants and agreements hereinafter set forth to be paid and performed by the Tenant does hereby lease the Premises to the Tenant, and Tenant, in consideration of the lease of the Premises to Tenant and the performance of Landlord's covenants and agreements hereinafter set forth, does hereby lease the Premises from Landlord, subject to and in accordance with the provisions of this Lease.

**2: TERM; EARLY TERMINATION:** The term of this Lease shall be approximately thirty-six (36) months, commencing on the date that is five (5) days after Tenant's receipt of written notice from Landlord confirming that Landlord has completed "Landlord's Preparation Work" described in Paragraph 36, below (the "Commencement Date") and terminating on the last day of the thirty-sixth (36th) full month following the Commencement Date (the "Termination Date"). The anticipated Commencement Date is January 1, 2013.

Notwithstanding the foregoing, in the event that Tenant's City Council elects to terminate or relocate Tenant's pilot, business incubator project, described in Paragraph 32 below, Tenant may, upon at least ninety (90) days' prior written notice ("Tenant's Termination Notice"), given to Landlord at any time after the first twenty-four (24) months of the Lease term, elect to terminate this Lease, in which event this Lease shall terminate on the termination date set forth in Tenant's Termination Notice, as if such date were originally set forth as the Termination Date in this Lease.

**3: RENT:** Tenant covenants and agrees to pay Landlord, **c/o Mobeen A. Butte, Managing Partner, 8002 N.E. Bothell Way, Kenmore, WA 98028**, or to such other party or at such other place as Landlord may hereafter designate, monthly Base Rent in the following amounts:

**Months 1* – 12** **Two thousand one hundred twenty-five dollars ($2,125.00)**
***including any partial month at the beginning of the term**

**Months 13 – 36** **Two thousand five hundred fifty dollars ($2,550.00)**

Monthly Base Rent shall be payable in advance, on the first (1st) day of each month of the Lease term. Tenant agrees to pay as additional rent 1/12 (one-twelfth) of its prorated share of annual estimated operating expenses as outlined in Paragraph #7 in advance on the first (1st) day of each month of the Lease term. Rent for any partial month during the term shall be prorated.

**4: LATE FEE AND INTEREST:** Any rental payments received five (5) or more days after the beginning date of each month will be subject to late fee of five percent (5%). In addition, all sums past due from Tenant shall bear interest at one percent (1%) per month or any fraction thereof.

**5: FIRST MONTH'S BASE RENT AND SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant paid to Landlord the sum of $2,125.00, the amount of the first month's Base Rent. In addition, Tenant has deposited with Landlord the sum of $2,550.00 (the "security deposit") to be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in the amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under the Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in the Lease, Landlord shall transfer said deposit to Landlord's successor-in-interest.

Tenant will at all times maintain with the Landlord on deposit a sum equal to one (1) month's current rent as the security deposit for the purposes of this paragraph. Landlord hereby acknowledges receipt of Two Thousand One Hundred Twenty-Five Dollars ($2,125.00) applicable to the first month's Base Rent, and the sum of Two Thousand Five Hundred Fifty Dollars ($2,550.00) for the security deposit, for a total deposit of Four Thousand Six Hundred Seventy-Five Dollars ($4,675.00).

**6: UTILITIES AND FEES:** Tenant agrees to pay all charges for electricity, gas, water, sewer, garbage, drainage, metro and all other utilities and services serving the Premises during the full term of this Lease. Tenant acknowledges that utility charges for gas, water and sewer are billed to the entire building in which the Premises are located, and that Tenant's pro rata share of such charges is 38%. Tenant agrees to pay Landlord for Tenant's pro rata share of such costs within fifteen (15) days following receipt from Landlord of a copy of the utility provider's billing therefor. Tenant shall pay, directly to the utility provider, the costs of electrical service separately metered to the Premises. Tenant shall also establish its own account for garbage collection and pay the utility provider directly for such service.

**7: OPERATING EXPENSES:**

a. DEFINITION. As used herein, "Operating Costs" shall mean all reasonable costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to: real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles; water, sewer and all other utility charges (other than utilities serving only and paid directly by Tenant or other tenants); janitorial and all other cleaning services for any common areas of the Building or the Project; refuse and trash removal; refurbishing and repainting; routine air conditioning, heating, ventilation service costs; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs, not to exceed 10% of Operating Costs, excluding insurance and taxes); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; amortization (in accordance with generally accepted accounting principles) of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing Operating Costs, to the extent such improvements actually reduce Operating Costs (the useful life of which improvements shall be a reasonable period of time as determined by Landlord); and reasonable costs of legal service (except any costs related to any specific tenant or Landlord's violation of any Laws); accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not ninety percent (90%) occupied during any calendar year, on a monthly average, then the Operating Costs shall be increased to reflect the Operating Costs of the Building as though it were ninety percent (90%) occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted; provided, however, that this adjustment shall apply only to Operating Costs that are variable and therefore increase as the occupancy of the Project increases. Operating Costs shall not include: Landlord's income tax or general corporate overhead, depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls and roof) or other improvements not described in this paragraph; or any costs regarding the operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building.

b. PAYMENT: TRIPLE NET. As additional Rent, Tenant shall pay to Landlord on the first of each month with payment of Tenant's base rent, one-twelfth of Tenant's Pro Rata Share of estimated Operating Costs, as scheduled in Paragraph #3, "Rent", above. Tenant's share of said expenses is 22% (twenty two percent). Landlord's good faith estimate and calculation of Operating Costs for the first twelve (12) full calendar months (the "First Lease Year"), is attached as Exhibit C hereto. Tenant's Pro Rata Share of such estimated Operating Costs would be $531.00 per month for the first twelve months. In no event will the amount of Tenant's Pro Rata Share of Operating Costs (excluding taxes, insurance premiums and common area utility costs) increase by more than three percent (3%) (the "cap") during each of months 13 – 24 (the "Second Lease Year") and months 25 – 36 of the Lease term (the "Third Lease Year"). Landlord shall also provide to Tenant, as soon as possible following the beginning of each of the Second and Third

Lease Years, a good faith estimate of Tenant's annual Pro Rata share of Operating Costs for such Lease Year. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any Lease Year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding Lease Year until the estimate for the current Lease Year has been provided to Tenant. At such time as the estimate for the current Lease Year is received, Tenant shall then pay any shortfall, subject to the cap, or receive a credit for any surplus for the preceding months of the current Lease Year and shall, thereafter, make the monthly installment payment in accordance with the current estimate, subject to the cap.

As soon as reasonably possible following the end of Lease Year (and in no event later than sixty (60) days thereafter), Landlord shall determine and provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such Lease Year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such Lease Year, Tenant shall pay to Landlord the difference (subject to the cap) within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of such installments exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or refunded to Tenant within thirty (30) days following the expiration or sooner termination of this Lease, as applicable.

**8: COMMON AREAS:** If the Premises are part of a building occupied by other tenants, Tenant agrees to conform to Landlord's reasonable rules and regulations pertaining to the parts of the building that are in common use by tenants; provided, however, that in the event of any conflict or inconsistency between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control.

**9: REPAIRS AND MAINTENANCE:**

**A. Tenant's Obligations.** The Premises have been inspected and are accepted by Tenant in their present condition, subject to completion of Landlord's Preparation Work, described in Paragraph 36, below, and subject to Landlord's maintenance and repair obligations set forth in Paragraph 9B, below. Tenant shall, at its own expense and at all times, keep the Premises neat, clean, in a sanitary condition, clear of hazards and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities (collectively "Laws") (provided that, as to any required modifications to the Premises, such Laws apply to Tenant's specific use of the Premises and not to tenanted real estate in general). Tenant shall permit no waste, damage or injury to the Premises. Tenant shall keep all drains within the Premises free and open; protect water, heating, gas and other pipes within the Premises to prevent freezing or clogging; and shall replace all glass in windows and doors within the Premises which may become cracked or broken. Tenant shall not make any color changes to the building exterior without Landlord's prior written consent.

**B. Landlord's Obligations.** Except for those portions of the Premises which are the obligation of the Tenant to maintain and repair, Landlord shall at all times keep the Premises, the Building and the Property in good, commercially reasonable condition, and in compliance with all

Laws. Landlord's obligations shall include maintenance and repair of the Building's roof and roof membrane; walls; foundation and all structural elements; heating, ventilation, and air conditioning system; all pipes and plumbing; stairwells; and exterior windows, doors and entries. Landlord further agrees to maintain in a good, safe and operable condition all exterior portions of the Project, including exterior lighting and other utilities. Landlord's obligations shall include any necessary patching or resurfacing of the parking areas, driveways, and sidewalks adjoining the Premises, and removal from such areas of ice, snow and obstructions and debris. Landlord further agrees to keep and maintain in good condition and repair all kitchen appliances, fixtures and equipment, and all lighting in the Premises (including replacing bulbs, when necessary).

Tenant acknowledges that the eastern portion of the Premises is served by both electric heaters and an air conditioning system, and that the western portion of the Premises is served by a gas wall furnace and a gas fireplace, but no air conditioning system. Landlord shall ensure that, when required, the air conditioning system shall at all times maintain a comfortably cool temperature in the eastern portion of the Premises for Tenant's occupants, and that, when required, the Building's electric heaters and gas heating system shall likewise maintain a comfortably warm temperature in the entire Premises for Tenant's occupants.

If in Tenant's reasonable judgment, exercised in good faith and based on "ASHRAE 55-2004: Thermal Environmental Conditions for Human Occupancy" or similar LEED comfort criteria, the western portion of the Premises is, despite natural ventilation and the use of portable fans, uncomfortably warm for Tenant's occupants, Tenant may elect, upon written notice to Landlord (the "Election Notice") to install such window unit or comparable air conditioners (and perform such modifications to the Premises required for installation and venting) in the western portion of the Premises as Tenant reasonably deems required (the "Air Conditioning Work") to ensure a comfortable temperature for use by Tenant's occupants. Without limitation of other reasonable bases for Tenant's determination, Tenant may perform such air conditioning work if the temperature in the Premises has reached 80° F on five or more days during any calendar year of the term. Tenant agrees to maintain reasonable records of its temperature readings in the Premises and to make the same available for Landlord's review upon request.

Tenant's Election Notice shall include for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, a description of the equipment, method of installation, and any modifications to the Premises proposed by Tenant for the Air Conditioning Work, and Landlord shall, within ten (10) days thereafter, provide Tenant with written notice of its approval or disapproval of the same. Landlord's failure to respond to the proposal contained in Tenant's Election Notice within such 10-day period shall be deemed approval thereof. In the event of Landlord's disapproval, Landlord shall set forth in detail any reasonable modifications to Tenant's proposal required to obtain Landlord's approval, and the parties shall thereafter work together diligently and in good faith to reach final agreement on the equipment, method of installation and any alterations to the Premises required for the Air Conditioning Work.

Upon completion of the Air Conditioning Work, Tenant shall submit to Landlord invoices or other reasonable evidence reflecting the costs thereof, and Landlord shall, within fifteen (15) days thereafter, pay to Tenant fifty percent (50%) of the total of such costs; provided, however, that Landlord's 50% share of the costs shall not exceed $3,000.00, plus applicable Washington State sales tax. Tenant shall have the right to control separately the thermostats for the Premises' heat and air conditioning systems.

**10: SIGNS:** All signs or symbols placed by Tenant in windows and doors of the Premises, or upon any exterior part of the building or on the property, shall be subject to Landlord's prior written approval. Landlord may demand the removal of signs which are not so approved, and Tenant's failure to comply with said request within three (3) business days following Tenant's receipt of Landlord's written demand will constitute a breach of this paragraph allowing Landlord to cause the sign to be removed and the Building repaired at the sole expense of the Tenant. Any freestanding sign installed, as new or a replacement, on the property by the Tenant will become the property of the Landlord. At the termination of this Lease, at Landlord's sole option and request, Tenant will remove any sign placed by it upon the Premises and will repair any damage caused by such removal at Tenant's expense. All signs must comply with sign ordinances and be placed in accordance with required permits.

**11: ALTERATIONS:** After prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, Tenant may, in addition to those alterations permitted under paragraph 9B above, make alterations, additions and improvements in said Premises, at Tenant's sole cost and expense. In the performance of such work, Tenant agrees to comply with all Laws applicable to Tenant's work, and to hold Landlord harmless from damage, loss or expense caused by any negligence or willful misconduct of Tenant in connection therewith. At the time of Landlord's approval of any alterations, additions or improvements proposed by Tenant, Landlord shall identify in writing to Tenant which, if any, of any such alterations, additions or improvements Tenant shall be required to remove upon the expiration of the Lease term. No later than the Lease Termination Date, Tenant shall remove, at Tenant's sole cost and expense, any such alterations, additions or improvements previously so identified by Landlord for removal. Tenant shall have no obligation to remove any other alterations, additions or improvements. Tenant shall at all times have the right, however, to remove from the Premises Tenant's moveable trade fixtures, fixtures and equipment.

**12: CONDEMNATION:** In the event a substantial part of the Premises is taken or damaged by the right of eminent domain, or purchased by the condemnor, in lieu thereof, so as to render the remaining Premises economically untenantable, then this Lease shall be cancelled as of the time of taking at the option of either party. In the event of a partial taking, which does not render the Premises economically untenantable, the Base Rent and Operating Costs shall be reduced in direct proportion to the leased property taken. Tenant shall have no claim to any portion of the compensation for the taking or damaging of the land or building. Nothing herein contained shall prevent the Tenant from its entitlement to negotiate, with a third party, for his own moving costs and leasehold improvements.

**13: PARKING:** Tenant understands that parking is apportioned in conformity with controlling zoning ordinances and that Landlord shall have the right to make such regulations as Landlord deems desirable for the control of parking automobiles on the real property described in Exhibit A or property under Landlord's control, including the right to designate certain areas for parking by Tenant, employees of Tenant, Tenant's invitees, and other tenants of the Project. Notwithstanding the foregoing, Landlord shall at all times make available and designate for exclusive use by Tenant and its invitees at least three (3) parking stalls within the area identified as "Tenant's Parking Area" on Exhibit B attached hereto. Tenant may make its own arrangements with the adjacent Kenmore Community Club located at 7304 NE 75th Street, Kenmore, Washington for any additional parking needs.

**14: HAZARDOUS MATERIALS:**

(a) Landlord and the person executing this Lease on Landlord's behalf represents and warrants to the Tenant that to the best of the knowledge of Landlord's members, partners and managers: (i) the Property is in full compliance with all applicable Environmental Laws; (ii) there are no Hazardous Materials stored, located or present on the Property; and (iii) the Property is not the subject of any Environmental Action.

(b) Tenant has conducted, at Tenant's expense, such environmental site assessments ("ESA") of the Property, if any, as Tenant desired to conduct to evaluate the environmental conditions of the Property. Tenant shall promptly deliver to Landlord a copy of each ESA made by Tenant. Nothing in this subsection (b), including but not limited to Tenant's failure to conduct an ESA or raise any issue pertaining to environmental matters contained in an ESA obtained by Tenant, shall in any way constitute a waiver of, diminish or limit the provisions of Landlord's indemnities in subsection (e), below.

(c) Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord hereby consents to Tenant's use, storage and disposal on the Property of petroleum and cleaning products that qualify as hazardous materials in quantities consumed during the normal course of its business, provided that such use, storage and disposal shall be in full compliance with applicable law, including but not limited to Environmental Laws. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any underground storage tanks on the Property.

(d) Tenant shall defend, indemnify and hold harmless Landlord from and against any Environmental Liabilities and Costs arising out of (i) any release or threatened release of Hazardous Materials at or from the Property caused by Tenant's operations and (ii) any violations of Environmental Laws that are caused by Tenant's operations. "Tenant's operations" include but are not limited to the act or omission of any of Tenant's employees, invitees, licensees, agents and contractors. Tenant shall defend Landlord at Tenant's expense with counsel reasonably acceptable to Landlord. The obligations under this subsection shall survive expiration or earlier termination of this Lease.

(e) Landlord shall defend, indemnify and hold harmless Tenant from and against any Environmental Liabilities and Costs arising out of: (i) any release of Hazardous Materials that occurred at or from the Property prior to Landlord's delivery of the Premises to Tenant pursuant to this Lease; (ii) any violations of Environmental Laws or Environmental Actions at or from the Property that are attributable to the acts or omissions of Landlord or its employees, invitees, licensees, agents and contractors; (iii) any breach of any representation or covenant of Landlord in this Lease regarding environmental matters; and (iv) any releases or threatened releases of Hazardous Materials at or from the Property not caused by Tenant, its employees, agents, invitees, licensees, agents and contractors. Landlord shall defend Tenant at Landlord's expense with counsel reasonably acceptable to Tenant. The obligations under this subsection shall survive expiration or earlier termination of this Lease.

(f) As used in this Lease:

(i) The term "Environmental Actions" refers to any complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, or judgment by or in favor of any third party, including any governmental authority, involving a violation or alleged violation of any Environmental Law.

(ii) The term "Environmental Law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C., 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251, et seq., as amended, the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. 655 et seq., as amended; the Washington Model Toxics Control Act, RCW Chapter 70.105D, as amended; the Washington Industrial Safety and Health Act ("WISHA"), RCW Chapter 49.17, as amended; the rules and regulations adopted under any of the preceding; and any other applicable federal, state, local or municipal laws, statutes, regulations, rules or ordinances regulating the use, handling, disposal, transportation, storage and other activities concerning substances determined to be hazardous, dangerous or toxic to the environment and/or public health.

(iii) The term "Environmental Liabilities and Costs" means any monetary obligations, losses, liabilities (including strict liability), damages, punitive damages, consequential damages, treble damages, reasonable costs and expenses (including reasonable fees, disbursements and expenses of attorneys, expert and consulting fees, and reasonable costs of environmental site assessments, remedial investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any Environmental Action.

(iv) The term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any Environmental Law, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

**15: LIENS AND INSOLVENCY:** Tenant shall keep the Premises freed from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall hold Landlord harmless against the same. In the event Tenant becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, Landlord may cancel this Lease at its option.

**16: SUBLETTING OR ASSIGNMENT:** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed. This Lease shall not be assignable by operation of law.

**17: ACCESS:** Tenant shall have access to the Premises 24 hours per day, 7 days per week. Landlord shall have the right to enter the Premises at all reasonable times, upon not less than 24 hours' prior written notice, for the purpose of inspection or of making repairs, additions or alterations, and to show the Premises to prospective tenants and/or to put "For Lease" signs on the Premises for ninety (90) days prior to the expiration of the Lease term. Landlord shall use best efforts to minimize interference with Tenant's business operations in connection with any entry into the Premises, and shall coordinate with Tenant the scheduling of any non-emergency alterations or repairs. Landlord shall have at all times emergency access to the Premises.

**18: POSSESSION:** If for any reason Landlord is unable to deliver possession of the Premises to Tenant on or before January 1, 2013, Tenant may give Landlord written notice of its intention to cancel this Lease if possession not delivered within thirty (30) days after receipt of such notice by Landlord. Landlord shall not be liable for any damage caused by delay, and Tenant shall not be liable for any rent until such times as Landlord delivers possession. If Landlord offers possession of the Premises prior to the Commencement Date of this Lease, and if Tenant accepts such early possession, then both parties shall be bound by all of the covenants and terms contained herein including the rent during such period of early possession.

**19: SECURITY MEASURES:** Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of security measures and that Landlord shall have no obligation whatsoever to provide same. Subject to Landlord's performance of its obligations set forth herein, including maintenance and repair of the Premises and the Project and Landlord's compliance with applicable Laws, Tenant assumes all responsibility for the protection of Tenant, its employees, customers, agents, invitees and its property from acts of third parties.

**20: DAMAGE OR DESTRUCTION:** In the event the Premises are rendered untenantable in whole or in part by fire, the elements, or other casualty, Landlord may elect, at its option, not to restore or rebuild the Premises and shall notify Tenant, in which event Tenant shall vacate the Premises and this Lease shall be terminated; or, in the alternative Landlord shall notify Tenant, within thirty (30) days after the notice of such casualty, that Landlord will undertake to rebuild or restore the Premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent, and Tenant may elect, at its option to terminate this Lease. If Landlord is unable to restore or rebuild the Premises within the said one hundred eighty (180) days, and Tenant did not earlier elect to terminate, then the Lease may be terminated at Tenant's option by written 10-day notice to Landlord. During the period of untenantability, the rent (including Base Rent and Operating Costs) shall abate in the same ration as the portion of the Premises rendered untenantable bears to the whole of the Premises.

**21: ACCIDENTS AND LIABILITY; INSURANCE.**

**A. Tenant's Indemnity**. Landlord or its agent shall not be liable for, and Tenant agrees to indemnify, defend and hold Landlord and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Premises by any person, firm, or corporation, except to the extent caused by the negligence or willful misconduct of Landlord, its members, agents, employees, contractors, or invitees, or by the breach of Landlord's obligations under this Lease.

**B. Landlord's Indemnity**. Tenant shall not be liable for, and Landlord agrees to indemnify, defend and hold Tenant harmless from any claim, loss, liability, action, costs and expenses, including reasonable attorney's fees and expenses of litigation, for damages to property or injury to persons suffered or alleged to be suffered on or about the Property by any person, firm, or corporation, except to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees, contractors or invitees, or by the breach of Tenant's obligations under this Lease.

**C. Tenant's Insurance.** Tenant agrees to maintain a policy of commercial general liability insurance for bodily injury and property damage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate, which insurance shall assure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property as provided for herein. All of such insurance shall be primary and noncontributing with any insurance, which may be carried by Landlord. Tenant shall furnish Landlord a certificate indicating that the insurance policy is in full force and effect.

**D. Landlord's Insurance.** Landlord shall obtain and keep in force and effect during the term of this Lease, a policy of all risk property insurance in an amount equal to 100% of the replacement cost of all buildings and improvements located on the Property, and a policy of commercial general liability insurance, insuring for bodily injury and property damage with limits comparable to those carried by responsible landlords of properties similar to the Property, but in no event less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate. Landlord's commercial general liability insurance shall assure the performance by Landlord of the indemnity agreement as to liability for injury or death of persons and injury or damage to property, as provided herein, and further shall insure against any and all liability of the insured arising from Landlord's ownership, use, maintenance and operation of the buildings and the Property. All insurance shall be in responsible companies authorized to do business in the State of Washington.

**22: SUBROGATION WAIVER:** Any insurance carried by either party with respect to the Premises, building, and the property contained therein shall include a clause or endorsement denying the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of the injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby releases and relieves the other, and waives its entire right of recovery against the other, for loss or damages arising out of or incident to the perils covered by insurance containing such clause or endorsement.

**23: DEFAULT AND REENTRY:**

a. If Tenant shall fail to pay the rent when due and such failure continues for three (3) business days after written notice from Landlord, or

b. If Tenant shall fail to keep and perform any of the covenants and agreements herein contained, and such failure continues for thirty (30) days after written notice from Landlord, unless appropriate action has been taken by Tenant in good faith to cure such failure, then, Landlord may terminate this Lease and reenter the Premises, or Landlord may, without terminating this Lease, reenter said Premises, and sublet the whole or any part thereof for the account of the Tenant upon as favorable terms and conditions as the market will allow, for the balance of the term of this Lease and Tenant covenants and agrees to pay to Landlord any deficiency arising from a reletting of the Premises at a lesser amount than herein agreed to. Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. However, the ability of Landlord to reenter and sublet shall not impose upon

**Landlord the obligation to do so. Landlord agrees in any event to use reasonable efforts to mitigate its damages in the event of any default by Tenant hereunder.**

**24: REMOVAL OF PROPERTY: In the event Landlord lawfully reenters the Premises as provided herein, Landlord shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Tenant.**

**25: LANDLORD'S DEFAULT: Landlord shall be in default hereunder if Landlord fails to perform obligations required of Landlord within a reasonable time, but in any event within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default hereunder, Tenant may pursue any remedy provided for elsewhere herein or as may now or hereafter be available to Tenant under the laws or judicial decisions of the State of Washington.**

**26: COST AND ATTORNEY'S FEES: In the event that either party hires an attorney to enforce any provisions of this Lease, then in that event the other, defaulting party, agrees to pay the enforcing party's reasonable attorney's fee and costs. In any legal proceeding to enforce the terms of this Lease, the prevailing party shall be entitled to an award of reasonable attorney's fee and costs. The venue of any legal proceeding shall be brought in the Superior Court for the State of Washington in King County, Washington.**

**27: SUBORDINATION: Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on the Property, provided that in the event of foreclosure, if Tenant is not then in default and agrees to attorney to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall assume Landlord's obligations under this Lease and recognize Tenant's right of possession for the term of the Lease.**

**28: NO WAIVER OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.**

**29: SURRENDER OF PREMISES: Tenant agrees, upon termination of this Lease, to peacefully quit and surrender the Premises without notice, leave the Premises neat and clean and to deliver all keys to the Premises to Landlord.**

**30: HOLDING OVER: If Tenant, with the implied or express consent of Landlord, shall hold over after the expiration of the term of this Lease, Tenant shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month. Tenant agrees to pay a monthly rental of 1.20% of the rent herein specified for the last twelve months of the Lease.**

**31: BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto except as hereinabove provided.**

**32: USE:** The Premises may be used for general office, meeting, presentation and educational purposes related primarily to Tenant's pilot, business incubator program, and accordingly may be occupied by Tenant, its agents, employees, consultants, contractors and invitees, including program participants. Landlord acknowledges that, notwithstanding any participation or use fees paid to Tenant, no use or occupancy of the Premises by Tenant's program participants shall be deemed a sublease requiring Landlord's consent under this Lease.

**33: QUIET ENJOYMENT:** Landlord agrees that Tenant, upon the full and timely performance of Tenant's obligations hereunder, have the quiet and undisturbed possession of the Premises throughout the Lease term.

**34: NOTICE:** Any notice required or permitted to be given by either party to the other shall given in writing and personally delivered, or deposited in the United States mail, postage prepaid, addressed to the Landlord **c/o Mobeen A. Butte 8002 N.E Bothell Way, Kenmore, WA 98028** or to the Tenant at City of Kenmore, Attn: City Manager, 18120 68th Ave NE , P. O. Box 82607, Kenmore, Washington 98028, or at such other address as either party may designate to the other in writing from time to time. Notices shall be deemed effective upon the earlier of personal delivery or three (3) business days following deposit in the mail, as aforesaid.

**35: TIME:** TIME IS OF THE ESSENCE OF THIS LEASE.

**36: LANDLORD'S PREPARATION WORK:** To prepare the Premises for Tenant's use and occupancy, Landlord agrees to (a) repaint the interior walls of the Premises, using paint and color reasonably approved in advance by Tenant, (b) replace two (2) damaged overhead light fixtures, and (c) replace throughout the Premises, the Premises' current carpeting and flooring with bamboo flooring selected by Tenant (collectively, "Landlord's Preparation Work"). Landlord shall bear all costs associated with Landlord's Preparation Work; provided, however, that Tenant shall pay a total of $7,200.00 toward the cost of the bamboo flooring installation. Such amount shall be payable in equal monthly installments of $200 per month over the term of the Lease; provided, however, that in the event that Tenant exercises its early termination right set forth in Paragraph 2, above, the entire unpaid balance of such excess bamboo flooring costs shall be paid with the last installment of monthly Base Rent. Landlord shall give Tenant prompt written notice of completion of Landlord's Preparation Work. Landlord and Tenant shall thereupon conduct a walk-through, "punch-list" inspection of the Premises, and Landlord shall promptly correct any items set forth on the parties' punch list.

**37: ARBITRATION:** Any and all disputes, claims, or controversies between the parties hereto ("parties" specifically including, but not being limited to, any assignee of a party) arising out of or relating to this Lease that are not resolved by their mutual agreement shall be submitted to final and binding arbitration before JAMS, or its successor, at JAMS' office in Seattle, Washington (or, if none, at JAMS' office in the United States which is closest to Seattle, excluding any in Alaska), pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. Either party may commence the arbitration process by filing a written demand for arbitration with JAMS at the designated office and concurrently sending a copy to the other party or parties. The arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures as in effect when the demand is filed. The parties to the dispute, claim, or controversy will cooperate with JAMS and each other in selecting an arbitrator from JAMS' panel of neutrals and in scheduling the arbitration proceedings. The costs and fees of JAMS and of the arbitrator shall be borne equally by the parties to the dispute, claim, or controversy. The provisions of this Section are specifically enforceable by any court with subject matter jurisdiction sitting in King County, Washington. The party or parties seeking such enforcement shall be entitled to an award of all reasonable costs, fees, and expenses (including but not limited to attorneys fees) of such enforcement action against the party or parties, jointly and severally, against whom the court enters an order enforcing this Section.

**38: ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of Landlord and Tenant and supersedes all oral and written agreements and understandings made and entered into by the parties hereto prior to the date hereof. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord and Tenant unless reduced to writing and signed by each of them.

**39: SEVERABILITY:** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**40: COUNTERPARTS:** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

**LANDLORD:**

**Kenmore Commercial LLC,**
a Washington limited liability company

By: Mobeen Butte
Mobeen Butte, its partner

Date: 12-3-12

**TENANT:**

**City of Kenmore,**
a municipal corporation

By: Rob Karlinsey
Rob Karlinsey, its City Manager

Date: 12/3/12

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that mobeen Akhtar Butte is the person who appeared before me, and said person acknowledged that Mobeen Akhtar Butte signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the ________________ of **Kenmore Commercial LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-3-2012

KATHLEEN R. HICKS COMMISSION EXPIRES NOTARY PUBLIC 1-01-13 STATE OF WASHINGTON

Kathleen R. Hicks
(Print name)
Notary public in and for the State of Washington,
residing at Kenmore, King County
My appointment expires: 1/01/2013

STATE OF WASHINGTON )
)ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Rob Karlinsey is the person who appeared before me, and said person acknowledged that ________________ signed this instrument, on oath stated that ________________ was authorized to execute this instrument and acknowledged it as the City Manager of the **City of Kenmore**, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-3-2012

KATHLEEN R. HICKS COMMISSION EXPIRES NOTARY PUBLIC 1-01-13 STATE OF WASHINGTON

Kathleen R. Hicks
(Print name)
Notary public in and for the State of Washington,
residing at Kenmore, King County
My appointment expires: 1/01/2013

# EXHIBIT A

## LEGAL DESCRIPTION

The property of this leasing agreement is the property situated at 7204 Northeast 175$^{th}$ Street, Kenmore, Washington 98028.

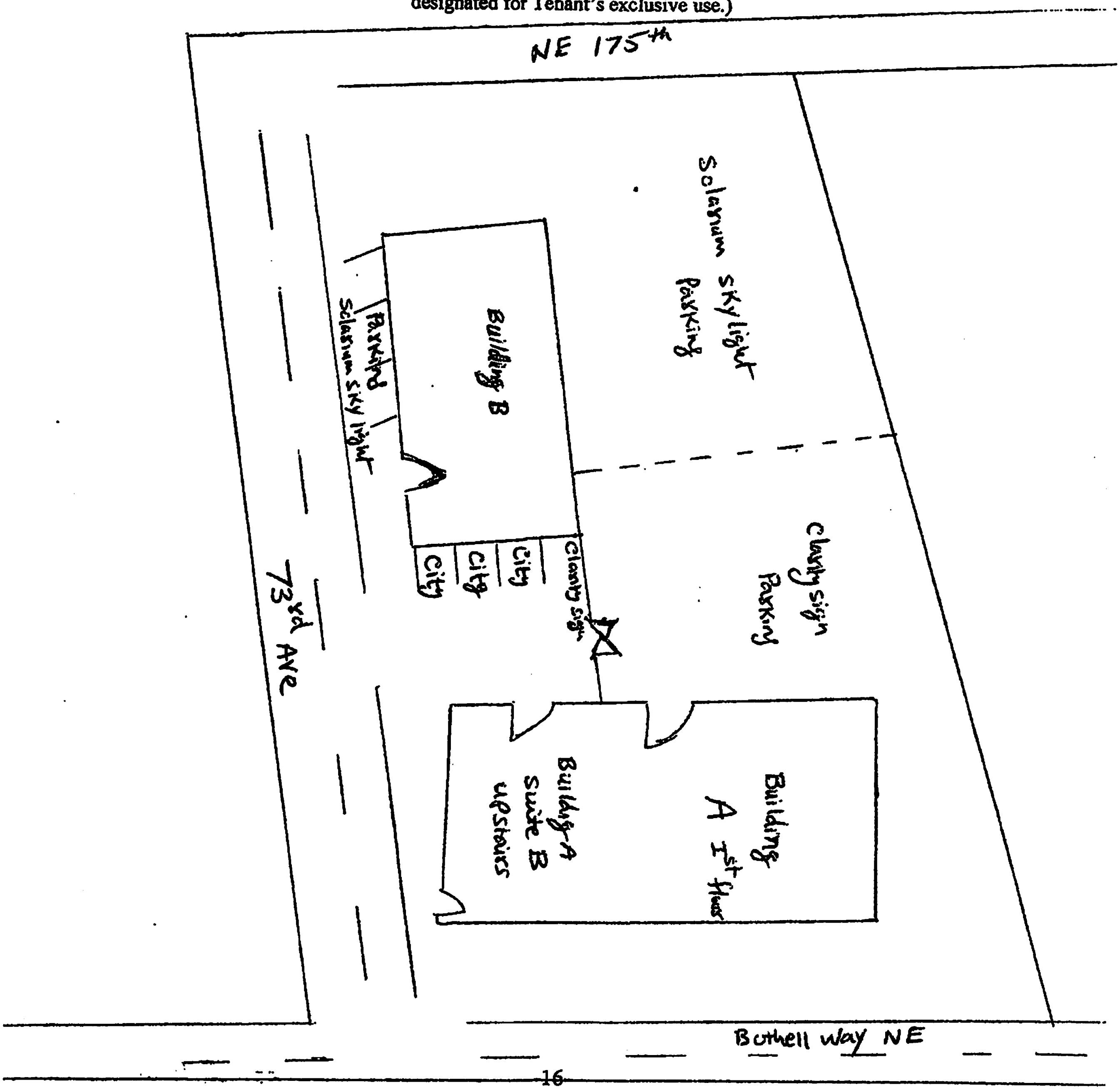
And is further described as follows:

Lot 2, Ptn Lot 1, Lakewood Villa Tracts
Situate in the County of King, State of Washington.

**EXHIBIT B**

**SITE PLAN**

**(Specifically identify Premises and parking areas designated for Tenant's exclusive use.)**



# EXHIBIT C

## OPERATING EXPENSE BUDGET

| | |
|---|---|
| Property Taxes Paid in 2012 | $23,797 |
| Building Insurance 8/25/2012 to 8/25/2013 | $ 3,835 |
| Miscellaneous<br>Small Repairs<br>Lot Cleaning | $ 1,300 |
| TOTAL FOR 2012 | $28,932 |

City Council Business Agenda Item
City of Kenmore, WA

| | |
|---|---|
| Subject/Topic:<br><br>2019-2020 King County Local Hazardous Waste Management Program Grant | For Council Meeting Agenda of: February ~~11~~ 25, 2019<br><br>Department: Public Works<br><br>Prepared by: Jennifer Gordon, Public Works Operations Manager |
| Proposed Council Action/Motion:<br>Authorize City Manager to execute contract 19-C1992 with King County to accept 2019-2020 Local Hazardous Waste Management Program grant funds | Initial & Date<br>Approved by Department Head: 2/5/19<br>Approved by City Attorney: ____<br>Approved by Finance Director: 2/5/19<br>Approved by City Manager: RK<br><br>Exhibits/Attachments:<br>Contract 19-C1992 |

INFORMATION/BACKGROUND:

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division and Public Health - Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The City will organize four citywide household hazardous waste collection and recycling events during 2019 and 2020. At these events the following materials will be collected and recycled: batteries, CFC appliances and other materials if determined to be cost effective.

FISCAL CONSIDERATION:
100% grant funding; no local City funds will be used to support the residential recycling events.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Effective and efficient services.

City of Kenmore Contract No. 19-C1992

| Public Health Seattle & King County | COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT | PHSKC Agreement # 3748 EHS |
|---|---|---|

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

| RECIPIENT NAME | RECIPIENT FEDERAL TAX ID# |
|---|---|
| City of Kenmore | 91-1912254 |
| **RECIPIENT ADDRESS** | **RECIPIENT CONTACT & EMAIL ADDRESS** |
| PO Box 82607<br>18120 68th Avenue NE, Kenmore, WA 98028-0607 | Jennifer Gordon; jgordon@kenmorewa.gov |

| PHSKC DIVISION | PROJECT TITLE |
|---|---|
| EHS | Local Hazardous Waste Management Program |

| AGREEMENT START DATE | AGREEMENT END DATE | AGREEMENT MAXIMUM AMOUNT |
|---|---|---|
| Jan 01 2019 | Dec 31 2020 | $22,930.96 |

**FUNDING DETAILS**

| Funding Source | PHSKC Contract# | Amount | Effective Dates |
|---|---|---|---|
| King County Local Hazardous Waste Fund | NA | $22,930.96 | Jan 01 2019 TO Dec 31 2020 |

| FUNDING SUMMARY<br>FEDERAL: $0.00 | COUNTY: $22,930.96 | STATE: $0.00 | OTHER: $0.00 |
|---|---|---|---|

IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No

**EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:**
Exhibit A-Scope of Work; Exhibit B-Budget; Exhibit C-Invoice template.

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

| RECIPIENT SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
|---|---|---|
| | | |
| **PHSKC SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE SIGNED** |
| | | |

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
(This form is available in alternate formats for people with disabilities upon request.)

## KING COUNTY TERMS AND CONDITIONS

**1. Agreement Term and Termination**

A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

**2.** Compensation and Method of Payment

A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.

B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.

D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. **<u>Internal Control and Accounting System</u>**

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. **<u>Debarment and Suspension Certification</u>**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. **Maintenance of Records/Evaluations and Inspections**

A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

7. **Audits**

A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

**8. Corrective Action**

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach;

The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;

D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

**9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

**10. Hold Harmless and Indemnification**

A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

**11. Insurance Requirements**

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

**12. Assignment/Sub-agreements**

A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.

D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

**13. Nondiscrimination and Equal Employment Opportunity**

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; Recipients shall read and certify compliance.

**14. Conflict of Interest**

A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's

Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

**15. Equipment Purchase, Maintenance, and Ownership**

A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

**16. Proprietary Rights**

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

**20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

**21. Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

**22. Notices**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. Electronic Processing and Signatures**

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

**EXHIBIT A**
**SCOPE OF WORK**

**CITY OF KENMORE**
**1/1/2019-12/31/2020**

**Background**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the relationship associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Contract further defines the responsibilities of the City and Public Health – Seattle and King County with respect to the transfer of Program monies.

**Scope of Work**

The City of Kenmore will organize four citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: batteries, CFC appliances and other materials if determined to be cost effective.

**Responsibilities of the Parties**

**The City**

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.

2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:

    a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.

    b) A brief description of activity accomplished and funds expended in accordance with the scope of work.

c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid and a check or warrant number.

d) A legible copy of the Hazardous Waste Manifest.

3. The City shall submit to the Contract Administrator no later than December 5th a final invoice or estimate for activities completed in that calendar year.

4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.

6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.

7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

8. This project shall be administered by Jennifer Gordon at the City of Kenmore, 18120 68th Ave NE, Kenmore at (425) 398-8900, (jgordon@kenmorewa.gov) or her designee.

9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

**Seattle-King County Department of Public Health**

1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.

2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended.

The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

**Program Contacts**

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

Joy Carpine-Cazzanti
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-0365
jcarpine@kingcounty.gov

**EXHIBIT B**

**2019-2020 BUDGET**

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

| Component Description | 2019-2020 Budget | Total |
|---|---|---|
| Household Hazardous Waste Education | | |
| Household Hazardous Waste Collection | $22,930.96 | **$22,930.96** |
| **TOTAL** | $22,930.96 | **$22,930.96** |

**Footnote:** The 2019-2020 budget can be partly or totally spent in either 2019 and/or 2020 but cannot exceed the budget total in these two years.

**Public Health**
**Seattle & King County**

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

| King County Accounts Payable Information | |
|---|---|
| Purchase Order # | |
| Supplier Name | City of Kenmore |
| Supplier # | 3477 |
| Supplier Pay Site | City of Kenmore |
| Remit to Address | 18120 68th Ave NE |
| | PO Box 82607 |
| | Kenmore, WA 98028 |
| Invoice Date | |
| Invoice # | |
| Amount to be Paid | |
| PH Program name/phone | Kristin Painter (206) 477-5470 |

# INVOICE

Contract Number: 3748 EHS
Exhibit: C
Contract Period of Performance: 1/1/19-12/31/20

**City of Kenmore**
18120 68th Ave NE, PO Box 82607
Kenmore, WA 98028
Invoice Processing Contact: Jennifer Gordon
(425) 398-8900
jgordon@kenmorewa.gov

***Submit signed hardcopy invoice to:***
Joy Carpine-Cazzanti
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104
jcarpine@kingcounty.gov

**Invoice for services rendered under this contract for the period of:**

| Start Date | End Date |
|---|---|
| | |

MM/DD/YY

| Project | Organization | Expend Acct | Task | CPA | Amount |
|---|---|---|---|---|---|
| 1114016 | 860000 | 53105 | 001 | | |

*Attach sheet for multiple POETAs*

| Expenditure Item | 2019-20 Budget | Previously Billed | Current | Cumulative | Balance |
|---|---|---|---|---|---|
| HHW Education | | | | | |
| HHW Collection | $22,930.96 | | | | $22,930.96 |
| **Total** | **$22,930.96** | | | | **$22,930.96** |

**Materials and quantities collected:**

| | |
|---|---|
| Gallons of motor oil | |
| Number of motor oil filters | |
| Gallons of mixed fuel | |
| Gallons of antifreeze | |
| Pounds of lead acid batteries | |
| Pounds of dry batteries | |
| Number of CFC apliances | |
| Other (please specify) | |

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Recipient Signed Date

PH Authorization / Approval Date

Print Name

## INVOICE DETAIL

| Salaries & Wages- List by Employee | Hours | Rate of Pay/ Hr | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|---|---|
| Subtotal | | | $ - | $ - | $ - | $ - | $ - |

| Fringe Benefits | Base | Rate | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|---|---|
| Subtotal | | | $ - | $ - | $ - | $ - | $ - |

| Consultant Costs- Itemize by consultant below | Unit of measure | Rate | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|---|---|
| | | | $ - | $ - | $ - | $ - | $ - |
| | | | $ - | $ - | $ - | $ - | $ - |
| | | | $ - | $ - | $ - | $ - | $ - |
| | | | $ - | $ - | $ - | $ - | $ - |
| Subtotal | | | $ - | $ - | $ - | $ - | $ - |

| Supplies- Please detail below | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|
| Subtotal | $ - | $ - | $ - | $ - | $ - |

| Travel | | | | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|---|---|---|
| In State Travel | | Total # of Miles | Rate | | | | | |
| Out of State Travel | | # of People | Rate | | | | | |
| Per Diem and Lodging | # of People | # of Units | Unit Cost | | | | | |
| Subtotal | | | | $ - | $ - | $ - | $ - | $ - |

| Other Costs- Please detail below | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|
| | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| Subtotal | $ - | $ - | $ - | $ - | $ - |

| Overhead Costs- Please detail below | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|
| | | $ - | $ - | $ - | $ - |
| | $ - | $ - | $ - | $ - | $ - |
| | $ - | $ - | $ - | $ - | $ - |
| Subtotal | $ - | $ - | $ - | $ - | $ - |

| | Budget | Previously Billed | Current Expenditure | Cumulative (Previous + Current) | Balance (Budget less Cumulative) |
|---|---|---|---|---|---|
| Direct Costs Total | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| Grand Total | $ - | $ - | $ - | $ - | $ - |

Notes regarding this Invoice

# City Council Consent Agenda Item
## City of Kenmore, WA

**Subject/Topic:** City of Kenmore Stormwater Capital Facilities Charge.

**Proposed Council Action/Motion:** Adopt Ordinance 19-0480, which establishes the stormwater capital facilities charge in Kenmore Municipal Code, and adopt Resolution No. 19-318, which establishes the amount of the stormwater capital facilities charge.

**For Council Meeting Agenda of:** February 25, 2019

**Department:** Public Works

**Prepared by:** Richard Sawyer

| | Initial & Date |
|---|---|
| **Approved by Department Head:** | |
| **Approved by City Attorney:** | |
| **Approved by Finance Director:** | 2/19/18 |
| **Approved by City Manager:** | NKO for RK 20 Feb 2019 |

**Exhibits/Attachments:**
Ordinance No. 19-0480
Resolution No. 19-318

INFORMATION/BACKGROUND:
In 2018, with the assistance of a utility rates consultant (Peninsula Financial Consultants), staff prepared a surface water management rate study. The study included an analysis and recommendation for implementing a general facilities charge (also known as a capital facilities charge). A capital facilities charge (sometimes referred to as a "hookup fee" or "connection fee") is a one-time fee assessed on new development or re-development. The capital facilities charge ensures that property owners expecting to utilize the stormwater system bear their equitable share of the system's costs.

The study concluded that the City should consider a capital facilities charge up to $2.84 per square foot of new and replaced impervious surface on a project. For a typical single-family residential property of 2,500 square feet of impervious area (referred to as an equivalent residential unit or ERU), this results in a maximum amount of $7,100.00 for a capital facilities charge. At the October 30, 2018 Council meeting, Council authorized staff to implement a $3,500 per ERU capital facilities charge. On November 19, 2018, staff held a public hearing to receive public comment on the proposed capital facilities charge and received no additional comment.

FISCAL CONSIDERATION:
The capital facilities charge is critical for maintaining long-term fiscal viability and fund solvency for the surface water management fund and surface water capital fund. Additionally, applicable surface water components of current transportation and parks capital projects would be appropriately funded by the surface water capital fund, which otherwise may not have sufficient surface water management funds.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Implement the Walkways and Waterways Projects.
Continue to implement a Parks Improvement Plan.
Protect and enhance the climate, water, air and forest environment.
Priority Based Budgeting Result: A sustainable, Healthy Environment and the Preservation of Natural Resources.

# CITY OF KENMORE
## WASHINGTON
## ORDINANCE NO. 19-0480

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ESTABLISHING A STORMWATER CAPITAL FACILITIES CHARGE FOR ALL DEVELOPMENT IN THE CITY; AND ADDING A NEW SECTION 13.40.085 TO AND AMENDING SECTION 13.40.040(M) OF THE KENMORE MUNICIPAL CODE.**

WHEREAS, in 2018, the City prepared a study of the surface water service charge, and contracted with Peninsula Financial Consultants to prepare a report for a possible surface water (stormwater) general facilities charge; and

WHEREAS, on October 30, 2018, City staff presented to the City Council the surface water service charge study and the Peninsula Financial Consultants report ("GFC Report"), recommending that the service charge formula be retained, that the service charge be increased, and that a general facilities charge ("GFC") be established; and

WHEREAS, on October 30, 2018, after considering the service charge study, the GFC Report and City staff's recommendations, the City Council passed a motion to increase the service charge by 15% in 2019 and 2020 and 4% thereafter, and requested City staff to present to the City Council at a subsequent meeting a Resolution increasing the service charge accordingly; and

WHEREAS, on November 19, 2018, the City Council held a public hearing on Resolution No. 18-315, which would increase the service charge consistent with the City Council's October 30, 2018 motion, and also held a public hearing on establishment of a GFC as discussed in the GFC Report and recommended by City staff; and

WHEREAS, on November 26, 2018, the City Council adopted Resolution No. 18-315, which increased the service charge; and

WHEREAS, RCW 35.67.010, 35.67.020 and 35.92.025 authorize cities to charge to property owners seeking to connect to a surface water system, as a condition to granting the right to connect (in addition to the cost of the connection), a reasonable connection charge so that these property owners bear their equitable share of the cost of the system; and

WHEREAS, the GFC Report summarized the statutory basis for and requirements of a GFC and stated that any GFC should be comprised of an equitable share of the cost of the existing system (existing facility component) and an equitable share of the cost of facilities planned in the next ten years (future facility component); and

WHEREAS, the GFC Report concluded that the City's GFC should not include a future facility component because the City is planning to use a combination of service charge revenue and debt to finance a majority of planned facilities; and

WHEREAS, the GFC Report determined that a City GFC should be $2.84 per square foot of impervious surface area; and

WHEREAS, the GFC Report recommended that a City GFC should be based on the assumed impervious surface area for an average a single-family residence, which is 2,500 square feet of impervious surface area; and

WHEREAS, using a dollar amount of $2.84 per square foot of impervious surface area, the GFC Report determined that a GFC for a new single-family residence should be $7,100 (2,500 square feet multiplied by $2.84); and

WHEREAS, on October 30, 2018 and November 19, 2018, consistent with the GFC Report and the increased service charge, City staff recommended that for purposes of calculating a GFC, a single-family residential parcel should be one equivalent residential unit ("ERU") (2,500 square feet of impervious surface area), and a commercial or multi-family parcel should be one or more ERU's, depending on the square feet of impervious surface area; and

WHEREAS, City staff further recommended that the GFC for a new single-family residential parcel be $3,500 instead of $7,100, and that the GFC for a new commercial and multi-family parcel be $3,500 multiplied by the number of ERU's for the parcel; and

WHEREAS, on November 19, 2018, City staff advised the City Council that City staff would present to the City Council in early 2019 an ordinance establishing a surface water (stormwater) general facilities charge; and

WHEREAS, the City Council desires to adopt a GFC as recommended by City staff, and to designate the GFC as the "stormwater capital facilities charge";

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

Section 1. A new Section 13.40.085 is added to Chapter 13.40 KMC to read as follows:

**13.40.085 Stormwater Capital Facilities Charge**

A. There is hereby established a "stormwater capital facilities charge" for all development, as defined in KMC 13.32.160, that will create impervious surface, as defined in KMC 13.32.340. The charge shall be applied to each parcel, as defined in KMC 13.32.590. If the charge was paid for development of a parcel, and an applicant, as defined in KMC 13.32.040, proposes additional development or re-development of the parcel, the charge shall apply only to new impervious surface, as defined in KMC 13.32.530. The City Council shall establish the stormwater capital facilities charge by resolution.

B. The stormwater capital facilities charge shall be based upon equivalent residential units (ERU) applicable to the parcel. An ERU shall be 2,500 square feet of impervious surface, which is the assumed square feet of impervious surface for a single-family residential parcel. A single-family residential parcel shall be one ERU. A commercial or multi-family parcel shall be the number of ERU's calculated by dividing the total square feet of impervious surface (rounded down to the nearest whole square foot) by 2,500 (the quotient rounded to the nearest tenth). A commercial or multi-family parcel shall be a minimum of one ERU.

C. There is established a stormwater capital fund into which shall be paid all stormwater capital facility charges collected under this section.

D. The public works department shall establish a system for recording payments of stormwater capital facilities charges so that credit may be recorded and given for stormwater capital facilities charges paid by applicants in connection with development.

E. The owners of all property within the city being improved or developed shall be responsible for the installation of an adequate surface water and stormwater management system within the property in conformity with city standards and the city surface water master plan. Payment of stormwater capital facilities charges shall not relieve property owners and developers from installation of such systems or from construction of improvements to downstream surface water or water facilities as may be necessary to convey surface water or stormwater from the property to receiving waters or to a regional surface water or stormwater facility without downstream flooding.

F. The following development shall be exempt from payment of the stormwater capital facilities charge:

1. Development located within city right-of-way or city-owned property.
2. Alteration or expansion of a single detached dwelling unit, as defined in KMC 18.20.840, on a single family residential parcel.
3. Construction of a shelter for temporary placement, as defined in KMC 18.20.2540, or a low-income housing project that serves low-income persons, as determined by the city manager.
4. Any development determined to be appropriate for exemption by the city manager.

Section 2. Section 13.40.040(M) of the Kenmore Municipal Code is amended to read as follows:

**13.40.040 Policy.**

M. The program will maintain long-term fiscal viability and fund solvency for all of its related funds. All required capital and operating expenditures will be covered by service charges, stormwater capital facilities charges, and other revenues generated or garnered by the program. The program will pay all current operating expenses from current revenues and will maintain an operating reserve to minimize service impacts due to revenue or expenditure variances from plan during a fiscal year. This reserve will be calculated based on the historic variability of revenue and expenditures. The program will adopt a strategic financial planning approach which recognizes the dynamic nature of the program's fiscal operating environment. Long-term projections will be updated in the program's adopted strategic plan. One-time revenues will be dedicated to one-time-only expenditures and will not be used to support ongoing requirements. The program's approach to financial reporting and disclosure will be comprehensive, open, and accessible.

Section 4. 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 the publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF FEBRUARY, 2019.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED

Kelly Chelin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

**FILED WITH THE CITY CLERK:** February 19, 2019
**PASSED BY THE CITY COUNCIL:** February 25, 2019
**ORDINANCE NO. 19-0480**
**DATE OF PUBLICATION:**
**EFFECTIVE DATE:**

# CITY OF KENMORE

## WASHINGTON

**RESOLUTION NO. 19-318**

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**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, ESTABLISHING THE STORMWATER GENERAL FACILITIES CHARGE.**

WHEREAS, by Ordinance No. 19-0480, the City Council established a stormwater capital facilities charge for all development in the City through the adoption of a new section KMC 13.40.085; and

WHEREAS, KMC 13.40.085 provides that the City Council shall establish the amount of the stormwater capital facilities charge by resolution; and

WHEREAS, KMC 13.40.085, combined with the recitals of Ordinance No. 19-0480, provides guidance and requirements for the amount of the stormwater capital facilities charge; and

WHEREAS, having considered KMC 13.40.085, the recitals of Ordinance No. 19-0480, and the GFC Report referenced in the recitals, the City Council desires to establish the stormwater capital facilities charge as set forth herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE as follows:

Section 1. The City Council adopts the City of Kenmore stormwater capital facilities charge as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25TH DAY OF FEBRUARY, 2019.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

**Exhibit A**

| Stormwater Capital Facilities Charge | |
|---|---|
| Single family residential development on a single parcel (includes townhouses, as defined in KMC 18.20.835, on a single parcel) | $3,500 |
| All other development | Square feet of impervious area of the parcel (rounded down to the nearest whole square foot), divided by 2,500 (quotient rounded to nearest tenth), and multiplied by $3,500. The minimum ERU shall be 1.0. |

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

| | |
|---|---|
| **Subject/Topic:** Ordinance No. 19-0478, Relating to School Impact Fees. | **For Council Meeting Agenda of:** February 11, 2019<br><br>**Department:** Development Services<br><br>**Prepared by:** Bryan Hampson |
| **Proposed Council Action/Motion:** Motion to Adopt Ordinance No. 19-0478, Amending Section 20.47.030 of the Kenmore Municipal Code, Addressing Severability and Establishing an Effective Date | **Initial & Date**<br>**Approved by Department Head:** BD 1/31/19<br>**Approved by City Attorney:** KRK<br>**Approved by Finance Director:** JMG<br>**Approved by City Manager:** RBK<br><br>**Exhibits/Attachments:**<br><br>Attachment #1; Ordinance No. 19-0478 |

INFORMATION/BACKGROUND:

On May 14, 2018, Kenmore City Council passed Ordinance No. 18-0463, adopting school impact fees for the Northshore School District. Ordinance No. 18-0463 considered townhouses, as defined in KMC 18.20.835, as single-family residential development for purposes of school impact fees.

The City Council now wishes to consider townhouses, as defined in KMC 18.20.835, as multi-family residential development for purposes of school impact fees to align with the Northshore School District's 2018-2024 Capital Facilities Plan, adopted on June 25, 2018. The Northshore School District's 2018-2024 Capital Facilities Plan includes an impact fee schedule only for "single-family" and "multi-family (2+ Bedroom)" housing types, it does not address townhomes or townhouses. The 2018-2024 Capital Facilities Plan (when compared to the 2017 Capital Facilities Plan) implies that townhome and townhouse are to be considered as a "multi-family (2+ Bedroom)" housing type.

The impact fee categories and amounts in the fee schedule will be amended during the mid-year fee schedule changes. The fee schedule does not need to be amended now because Ordinance No. 19-0478 is clear that townhouses will be treated as multi-family.

FISCAL CONSIDERATION: There is no fiscal impact to the City of Kenmore. The school impact fees collected by the City are remitted to the Northshore School District. The current school impact fee in the City of Kenmore is $10,573 for single-family and $0 for multi-family.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

NA

# CITY OF KENMORE
## WASHINGTON
**ORDINANCE NO. 19-0478**

---

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO SCHOOL IMPACT FEES; AMENDING SECTION 20.47.030 OF THE KENMORE MUNICIPAL CODE; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.100; and

WHEREAS, the Kenmore City Council, by Ordinance No. 18-0463, passed on May 14, 2018, adopted school impact fees for the Northshore School District; and

WHEREAS, Ordinance No. 18-0463 considers townhouses, as defined in KMC 18.20.835, as single-family residential development for purposes of school impact fees; and

WHEREAS, Ordinance No. 18-0463 references Northshore School District's 2017 Capital Facilities Plan, which included an impact fee schedule for housing types "single family," "townhome," "multi-family," and "multi-family (2+ Bedroom); and

WHEREAS, the impact fee schedule in the District's 2017 Capital Facilities Plan establishes the same school impact fee for single-family and townhome housing types, and no school impact fee for multi-family and multi-family (2+ bedroom) housing types; and

WHEREAS, Northshore School District's 2018-2024 Capital Facilities Plan, adopted on June 25, 2018, includes an impact fee schedule only for "single-family" and "multi-family (2+ Bedroom)" housing types; and

WHEREAS, because Northshore School District's 2018-2024 Capital Facilities Plan does not address townhomes or townhouses, the 2018-2024 Capital Facilities Plan (when compared to the 2017 Capital Facilities Plan) implies that townhome and townhouse are to be considered as a "multi-family (2+ Bedroom)" housing type; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of February 11, 2019; and

WHEREAS, the City Council wishes to consider townhouses, as defined in KMC 18.20.835, as multifamily residential development for purposes of school impact fees;

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

Section 1. Findings Adopted; Townhouses. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full. Specific to townhouses, the City will consider townhouses, as defined in KMC 18.20.835, as multifamily residential development for purposes of school impact fees.

Section 2. Amendments to Section 20.47.030 of the City of Kenmore Municipal Code. The City Council amends Section 20.47.030, as set forth in Exhibit 1, attached hereto and incorporated by reference.

Section 3. Applicability. It is the intent of the City Council that school impact fees for townhouses shall not be collected from applicants who appealed the City's assessment of the fees to the hearing examiner, and the appeal hearing has not been held before the passage of this Ordinance.

Section 4. 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 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.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11 TH DAY OF FEBRUARY, 2019.

CITY OF KENMORE

______________________________
David Baker, Mayor

ATTEST/AUTHENTICATED:

______________________________
Kelly Chelin, City Clerk

Approved as to form:

______________________________
Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 19-0478
Date of Publication:
Effective Date:

Exhibit 1

**20.47.030 Assessment of impact fees.**

A. The City shall collect *impact fees*, based on the rates in Article II of this chapter, from any applicant seeking *development approval* from the City for any *development activity* within the City, where such *development activity* requires the issuance of a *building permit*. The City also may collect an application fee as established by the *council* by resolution to cover the City's reasonable costs of administration of the *impact fee* program.

B. For mixed use developments, *impact fees* shall be imposed for the proportionate share of each land use based on the applicable measurement in the *impact fee* rates set forth in Article II of this chapter.

C. For purposes of school *impact fees*, townhouses, as defined in KMC 18.20.835, shall be considered ~~single-family~~multifamily ~~residences~~development.

D. The payment of a *parks impact fee*, consistent with this chapter, shall be the preferred method of meeting *park* space requirements for all new development.

E. *Impact fees* shall be calculated at the time the complete application for a *building permit* is submitted using the *impact fee* rates then in effect. Except as provided in subsection H of this section, *impact fees* shall be paid at the time the permit is issued by the City.

F. Applicants that have been awarded credits pursuant to KMC 20.47.050 prior to the submittal of the complete *building permit* application shall submit, along with the complete *building permit* application, a copy of the letter or certificate prepared by the *city manager* pursuant to KMC 20.47.050 setting forth the dollar amount of the credit awarded. Except as provided in subsection H of this section, *impact fees*, as determined after the application of appropriate credits, shall be collected from the *feepayer* at the time the *building permit* is issued.

G. Except as provided in subsection H of this section, the *city manager* shall not issue the required permit unless and until the *impact fees* set forth in Article II of this chapter have been paid in the amount that exceeds exemptions or credits provided pursuant to KMC 20.47.040 or 20.47.050.

H. An applicant for a *building permit* for a single-family detached or attached residence may request a deferral of the full *impact fee* payment, deferring collection of the *impact fee* payment until issuance of a certificate of occupancy or equivalent certification and subject to this subsection H. The certificate of occupancy or equivalent certification shall not be issued until the *impact fees* have been paid in full. The amount of *impact fees* that may be deferred must be determined by the fees in effect at the time the permit application is deemed complete. The term of an *impact fee* deferral under this subsection may not exceed 18 months from the date of *building permit* issuance. An applicant seeking a deferral under this subsection must grant and record a deferred *impact fee* lien against the property in favor of the City in the amount of the deferred *impact fee*. The deferred *impact fee* lien, which must include the legal description, tax account number, and address of the property, must also be:

1. In a form approved by the City;

2. Signed and notarized by all *owners* of the property, with all signatures acknowledged as required for a deed, and recorded in the county where the property is located;

3. Binding on all successors in title after the recordation; and

4. Junior and subordinate to any mortgage or deed of trust for the purpose of construction upon the same real property granted by the person who applied for the deferral of *impact fees*.

If the deferred *impact fees* are not paid in accordance with a deferral authorized by this subsection, and in accordance with the term provisions established in this subsection, the City may institute foreclosure proceedings in accordance with Chapter 61.12 RCW. Upon receipt of final payment of all deferred *impact fees* for a property, the City must execute a release of deferred *impact fee* lien for the property. The property *owner* at the time of the release, at his or her expense, is responsible for recording the lien release. The extinguishment of a deferred *impact fee* lien by the foreclosure of a lien having priority does not affect the obligation to pay the *impact fees* as a condition of final inspection, certificate of occupancy, or equivalent certification. Each applicant for a single-family *residential* construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this subsection for the first 20 single-family *residential* construction *building permits* per city. A nonrefundable fee, as set forth in a fee resolution adopted by the *council*, associated with implementing this subsection shall accompany the request.

# City Of Kenmore, Washington

## Memorandum

**Date:** January 31, 2019

**To:** Rob Karlinsey
City Manager

**From:** Richard Sawyer
Public Works, Environmental Services Manager

**Subject:** EPA and Army Proposed "Waters of the U.S." Definition Revision

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On February 28, 2017, President Trump signed an Executive Order directing the EPA and the Army to revise the definition of "waters of the United States" in the Clean Water Act (CWA) to align with Justice Scalia's plurality opinion in *Rapanos v. United States*, 547 U.S. 715 (2006), which narrows the definition of "waters of the United States" so that relatively isolated waters, such as wetlands and ponds, are jurisdictional under the CWA only if they are permanently connected to navigable waters of the United States. The proposed rule change is not final until a public hearing is held and a 60 day public comment period is completed, which was originally scheduled for January 23rd. However, due to the recent government shut down, the public hearing originally scheduled on January 23rd is being postponed until further notice. As of January 31st, the EPA and Army have not announced the new public hearing or public comment dates.

In Washington State, the EPA has delegated the authority to administer requirements of the CWA to the Washington State Department of Ecology (Ecology). For the purposes of administering CWA requirements in Washington State, Ecology and other state and local regulators refer to the Washington State definition of "waters of the state", which states that the term shall be construed to include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses within the jurisdiction of the state of Washington. The proposed revised definition of the "waters of the United States" will not change the Washington State definition and therefore will not have any impact to the application of how the state and other local jurisdictions regulate these waters. For instance, shoreline regulations, critical area regulations, State Environmental Policy Act (SEPA) review, and Hydraulic Permit Approval (HPA) permits all fall under the state definition of "waters of the state" and activities that fall under any of these regulations will continue to be handled the same at the state and local level regardless of the federal definition revision.

Two common local activities that overlap local and federal regulation of "waters of the state" and "waters of the United States" include any work conducted within wetlands and dredging of navigable waters, which include Lake Washington and Sammamish River. Staff have identified that one potential impact could be in situations where a project requires both local and federal regulation of wetlands. If the revised federal definition results in some wetlands no longer being considered as "waters of the United States" then activities in those wetlands would no longer trigger an Army permit to work in those wetlands. However, state and local regulations would still be in effect and any local applicable permits would still be required. Staff do not necessarily consider this a negative impact since current levels of environmental protection would continue, but with less redundant regulatory oversight and permitting required.

# City Of Kenmore, Washington

## Memorandum

**Date:** **February 19, 2019**

**To:** **Rob Karlinsey**

**From:** **Debbie Bent, Community Development Director and**
**Lauri Anderson, Principal Planner** DA .

**Subject:** **House Bill 1923**

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At your request, we have reviewed House Bill 1923 and have several comments. The intent of the bill is to address both housing capacity and housing affordability. Affordable housing is defined as housing for those at 60% of median family income.

Housing Capacity

To increase residential capacity, the bill requires that Cities planning under Growth Management with a population of 10,000 take two or more actions from the following list by December 31, 2022. The bill would apply to the City of Kenmore. Those actions, and a staff response to each, are provided below:

1. Authorize development of at least 50 residential units per acre in locations that are located within one-half mile of a fixed guideway transit station. Assuming Bus Rapid Transit (BRT) is included within the definition of fixed guideway transit, Staff's main concern is that this ½ mile area, whether it would surround only the Park and Ride or include the other two potential BRT stops in Kenmore, includes single-family zoning at densities ranging between 1 and 6 dwelling units per acre. In particular, the Swamp Creek drainage is zoned R-1 (1 dwelling unit per acre) to ensure environmental protection. Too, the manufactured housing communities would be included in this area and although they are targeted for preservation to provide more affordable housing in the community, the densities are too low to be acceptable under this bill action.

   As an alternative, staff would recommend the density increase be applied to multifamily zones that are within the ½ mile area, if they are not already targeted for preservation to protect existing affordable housing. Kenmore already has zoned densities from 36 to 72 dwelling units per acre in most of the area. Too, the bill should recognize local efforts beyond the prescriptive action. For example, Kenmore's TOD area (at up to 150 dwelling units per acre) should be considered a capacity action. Further, allowing flexibility within the ½ mile area for inclusion/exclusion of areas so that the total acres and density are considered overall.

2. Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more single-family residential zones unless specific infrastructure of physical constraint that makes this requirement unfeasible for a particular parcel is documented. Staff's concern is that these changes could result in a conflict with the City's Comprehensive Plan which states that Kenmore's vision is to support the character of its single family residential neighborhoods.

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·www.kenmorewa.gov

3. Require no more than one on-site parking space per two dwelling units in multifamily zones that are located within one-half mile of the fixed guideway transit station. Staff is less concerned with this action than with the others. Already, parking reductions in areas near transit have been put in place. This degree of reduction, however, would impact much of Kenmore's downtown and would require major code amendments.

4. Authorize accessory dwelling units on all lots located in single-family residential zoning districts. Staff has no concerns with this action as the City has already taken it. The concern will be whether or not the State would consider past actions adequate to meet the new standards.

5. Adopted a planned action pursuant to RCW 43.21C.420, except an environmental impact statement (EIS) is not required. This applies to adoption of an optional element of the Comprehensive Plan and optional development regulations that apply within a specified subarea of the city, that is either: (1) designated as mixed-use or urban center in a land use or transportation plan adopted by a regional transportation planning organization (PSRC); or (2) within one-half mile of a major transit stop that is zoned to have an average minimum density of fifteen dwelling units or more per gross acre. Although no Environmental Impact Statement (EIS) would be required, undertaking a planned action would be a significant planning effort. Too, the 15 dwelling unit per acre minimum would be problematic for some portions of the City.

6. Adopt a planned action pursuant to RCW 43.21C.440, except that an environmental impact statement (EIS) is not required. This applies for mixed use or residential development in an area that is within one-half mile of a major transit stop. Again no EIS would be required. However, as with action 5, undertaking a planned action would be a significant planning effort.

7. Adapt the maximum feasible number of SEPA categorical exemptions to RCW 43.21C.229 for single-family and multifamily development. Kenmore has raised the SEPA exemption levels in the past several years; however, to increase those levels further would require preparation of an EIS.

As an alternative to these actions, staff recommends building on the comprehensive work of the regional affordable housing efforts. For example, incorporating the goals, strategies and actions of the King County Regional Affordable Housing Task Force study completed December 2018 (https://www.kingcounty.gov/initiatives/affordablehousing.aspx). Further, including in the bill a menu of possible actions (transit-oriented development, ADUs, cottage housing, for example) that local governments could choose to implement given the unique characteristics of their community and local priorities. Rather than providing the $100,000 grant after a community has completed their housing capacity and affordability actions as described in the bill, the $100,000 could be given to local governments to allow the planning to accomplish some of the desired actions.

Housing Affordability

The bill also requires the city to take two or more actions in order to increase housing affordability by December 31, 2022. Only two actions are provided in the bill. Those actions, and a staff response, are:

1. Adopt an inclusionary zoning program, in which 25% of the new housing capacity directed by the act would consist of affordable housing. Staff's concern is that Kenmore's most likely action related to density would be furtherance of ADU development. We are not certain how a 25% affordable unit standard could be applied to ADUs. Too, in past efforts, A Regional Coalition of Housing (ARCH) has advised the City that a 10% threshold may be appropriate given local market conditions to make an affordable housing project pencil out.

2. Take some other action to address affordability for very low-income households (30% of median). Kenmore's Transit Oriented Overlay District (TOD) does require provision of very low-income units, but the TOD is voluntary and not all projects would be required to achieve that level of affordability. Direct assistance is generally required to reach the very low-income affordability level.

Rather than mandatory inclusionary housing, we think consideration should be given to a new dedicated funding source for affordable housing, particularly for very-low income affordable housing. One-quarter percent Real Estate Excise Tas (REET) for example or an annual per unit fee would provide money for local governments to preserve existing affordable housing or contribute to new affordable housing development.

Alternative to Compliance

Under the bill, if the City cannot accomplish the actions required for housing capacity and affordability by December 31, 2021, the alternative is to amend the Housing Element of Kenmore's Comprehensive Plan to address the capacity and affordability issues. Some of the new provisions of the bill would require the City to collect information on housing and household characteristics, including housing stock conditions, overcrowding, and comparison of level of payment with ability to pay. Staff is uncertain how this information could be gathered without creating significant privacy concerns for residents.

Too, the Element would have to include programs to conserve and preserve existing private market affordable housing, a zone where emergency shelters are permitted without a discretionary review process, and an 8-year schedule of programs and actions to accommodate the planned housing units, including incentives and funding for affordable housing.

Commerce would have to review and approve the Housing Element.