

City of Kenmore



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

City Council Regular Meetings Agenda

March 08, 2021, 7 PM via Zoom

LINK: <https://us02web.zoom.us/j/88687516239>

Or iPhone one-tap :

US: +12532158782,,88687516239# or +16699009128,,88687516239#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 886 8751 6239

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATION

- A. Women's History Month
[Women's History Month Proclamation](#)

VI. CITIZEN COMMENTS

- A. We want to welcome our community members to the Council's meeting. In this forum, the Council cannot engage or dialogue with the public; the primary role of the Council is to listen. All comments must be addressed to the Mayor and City Council. Please use the "raise hand" feature if you wish to speak. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name, city of residence for the record and keep your comments to the allotted time. Your time cannot be granted to another and your clock time will not be reset unless there are extenuating circumstances *and* the Presiding Officer has expressly allowed it. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. This meeting is being recorded. Thank you for taking the time to express your comments.

VII. CONSENT AGENDA

- A. Approve Total Check #46733 through 46794 in the amount of \$2,040,607.47. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated: 2/12/2021 in the Amount of \$158,630.98. Electronic Funds Transfer dated 1/22/2021 in the amount of \$1,000,073.89 and Electronic

Funds Transfer dated 1/25/2021 in the amount of \$1,066,483.24.

[Voucher Approval Report](#)

- B. Approve Minutes:
[City Council January 25, 2021 Special and Regular Meeting Minutes](#)
[City Council February 8, 2021 Meeting Minutes](#)
- C. Approve November 2020 Financial Report
[Agenda Bill -November 2020 Financial Report](#)
- D. Authorize City Manager to execute contract 21-C2694 with King County to accept 2021-2022 Local Hazardous Waste Management Program Grant Funds
[Agenda Bill - Local Hazardous Waste Management Program Grant](#)
[Contract 21-C2694 PHSKC Local Hazardous Waste Management Program Grant](#)
- E. Authorize the City Manager to grant and execute an easement to Puget Sound Energy for the installation of electric service connection to the Rhododendron Park Boathouse
[Agenda Bill PSE - Easement for Rhododendron Boathouse](#)
[Sketch showing PSE easement area](#)

VIII. BUSINESS AGENDA

- A. Proclamations Calendar and Draft Policy, presented by City Clerk Anastasiya Warhol, *for Discussion and/or Action*
[Agenda Bill - Proclamations Calendar and Policy](#)
[Proclamations Calendar 2021](#)
[Kenmore DEI Proclamations 2021](#)
[Proclamations Policy](#)
[Proclamations Request Form C-01-21](#)
[Three-Year Proclamation history](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. ADJOURNMENT

XII. UPCOMING MEETINGS

- A. Upcoming Meetings:
March 15, 2021
March 22, 2021
April 12, 2021

City of Kenmore, Washington

Proclamation

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our City, State, and Nation in countless recorded and unrecorded ways;

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation;

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation;

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

WHEREAS, American women have served our country courageously in the military;

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim March as Women's History Month in the City of Kenmore. The City makes this proclamation to celebrate all women and as an affirmation of the City's commitment to honor the contributions of all women in the past, and to support the women who contribute to our future.



N WITNESS WHEREOF, signed this 8th day of March 2021.

Signed: _____

Mayor David Baker

Attested: _____

City Clerk Anastasiya Warhol



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

02/06/2021 - 02/19/2021

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 <u>46733</u> through <u>46794</u> :	<u>\$2,040,607.47</u>
Electronic Funds Transfer - 1/22/2021:	<u>\$1,000,073.89</u>
Electronic Funds Transfer - 1/25/2021:	<u>\$1,066,483.24</u>
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 02/12/2021:	<u>\$158,630.98</u>
TOTAL	<u>\$ 4,265,795.58</u>

Rob Karlinsey

Rob Karlinsey (Feb 23, 2021 09:13 PST)

City Manager / Date

Leticia Salcido

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
CITY OF KENMORE	46733	02/12/2021	Wages Overpayment Reimbursement	50.00
ICMA RETIREMENT C/O ALLFIRST BANK	46734	02/12/2021	City of Kenmore 401a	18,213.32
ICMA RETIREMENT TRUST 457/304745	46735	02/12/2021	ICMA 457 Deferred Comp	7,329.45
STATE OF FLORIDA DISBURSEMENT UNIT	46736	02/12/2021	Employee Deduction	275.00
WASHINGTON STATE DEPT OF REVENUE	46737	02/18/2021	Q1 2020 Leasehold Excise Tax Payment	801.79
AGORA REFRESHMENTS	46738	02/19/2021	Feb. 2021 City Hall Filtered Water	50.59
ALL AROUND FENCE COMPANY	46739	02/19/2021	NS Summit Park Fence Repair	990.90
AM TEST, INC	46740	02/19/2021	Swamp Creek TMDL Testing	200.00
BANNER BANK BAKER	46741	02/19/2021	NLC Conference Reg. & Zoom Charges	159.54
BANNER BANK NO	46742	02/19/2021	Hangar Website and Business Directory	102.39
BANNER BANK RK	46743	02/19/2021	Zoom Subscriptions	236.59
CADMAN MATERIALS, INC.	46744	02/19/2021	Surface Water Project Asphalt Repairs	85.55
CASCADE PEST CONTROL	46745	02/19/2021	Rhododendron Park Pest Control	143.00
CECCANTI, INC.	46746	02/19/2021	Jan. 2021 W. Samm Bridge Construction	1,541,854.99
CITY OF SHORELINE	46747	02/19/2021	2020 SET Charges & Facility Rental Fees	2,794.00
COMCAST	46748	02/19/2021	City Hall Phone Services	382.01
CONSOLIDATED PRESS	46749	02/19/2021	Winter Newsletter Printing	4,296.81
CONVERGINT TECHNOLOGIES	46750	02/19/2021	City Hall Fire Alarm Service	1,568.93
DAILY JOURNAL OF COMMERCE	46751	02/19/2021	Comp Plan Survey Legal Notice	305.30

VII. A. Approve Total Check #46733 through 46794 in the amount of \$2,040...

GRAINGER	46752	02/19/2021	Confined Space Mask Filters	67.45
GRANICUS LLC	46753	02/19/2021	City of Kenmore Website Customizations	1,440.00
HDR ENGINEERING, INC	46754	02/19/2021	Jan 2021 Juanita Dr. NE Project	8,869.71
HERRERA ENVIRONMENTAL CONSULTANTS	46755	02/19/2021	Jan. 2021 Kenmore 2020 IAVMP Update	1,114.89
HIGHWIRE	46756	02/19/2021	Damaged Fence Repair	543.12
HOME DEPOT CREDIT SERVICES	46757	02/19/2021	PW Equipment & Supplies	326.01
JOYCE ZIKER PARKINSON	46758	02/19/2021	Jan. 2021 Misc. Attorney Services	487.50
KIMLEY HORN AND ASSOCIATES, INC.	46759	02/19/2021	Jan. 2021 Pavement Evaluation	4,850.00
KING COUNTY FINANCE	46760	02/19/2021	King County Road Services	13,418.10
KING COUNTY FINANCE	46761	02/19/2021	Installation of Gridsmart at Simonds Traffic Signal	1,342.97
KPFF CONSULTING ENGINEERS	46762	02/19/2021	Jan. Ped/Bike Project & Pavement Sealing	16,760.19
KPFF CONSULTING ENGINEERS	46763	02/19/2021	Nov. 2020 68th Ave. NE Ped & Bike Project	1,753.69
LIGHTHOUSE CONSULTING INC	46764	02/19/2021	Jan. 2021 Web Hosting/Backup/Protection/Archiving	8,898.73
LIGHTHOUSE CONSULTING INC	46765	02/19/2021	Jan. 2021 IT Consulting	2,052.05
NORTHSHORE UTILITY DIST	46766	02/19/2021	Parks Water/Sewer, ROW Irrigation, Restrooms	2,282.56
NORTHSHORE UTILITY DIST	46767	02/19/2021	Jan. 2021 Fleet Fuel & Maintenance	5,183.32
NORTHWEST ARBORICULTURE LLC	46768	02/19/2021	Emergency Tree Removal	792.72
OLYMPIC ENVIRONMENTAL RESOURCES INC	46769	02/19/2021	Spring Recycling Event Admin	1,015.00
OSBORN CONSULTING INC.	46770	02/19/2021	Jan. 2021 Surface Water Consulting	3,899.39
PACIFIC AIR CONTROL, INC.	46771	02/19/2021	City Hall HVAC Upgrades	6,648.40
PACIFIC AIR CONTROL, INC.	46772	02/19/2021	City Hall HVAC Quarterly Maintenance	2,329.99
PUGET SOUND ENERGY	46773	02/19/2021	City Hall Electric Bill	2,434.86
PUGET SOUND ENERGY	46774	02/19/2021	City Street Lighting	8,829.81
QUALITY BUSINESS SYSTEMS/WELLS FARGO	46775	02/19/2021	City Hall 1st Floor Photocopier Lease	676.14
QUALITY WATER FINANCIAL	46776	02/19/2021	PW Office Filtered Water	66.00
QUALITY WATER FINANCIAL	46777	02/19/2021	City Hall Filtered Water	50.59
REPUBLIC SERVICES	46778	02/19/2021	City Hall Trash Services	603.05
REPUBLIC SERVICES	46779	02/19/2021	Rhododendron Park Trash Services	389.26
SCORE	46780	02/19/2021	Jan. 2021 Inmate Housing & Medical	4,619.00
SEATTLE TIMES	46781	02/19/2021	Legal Notice Posting	51.61
SERVICE ELECTRIC CO. INC.	46782	02/19/2021	SR 522 Lighting Electrical Troubleshooting	743.18
SHRED IT USA LLC	46783	02/19/2021	Monthly Shredding Services	168.33
STAPLES ADVANTAGE	46784	02/19/2021	Hangar & City Hall Maintenance Supplies	12.44
THOMCO CONSTRUCTION, INC.	46785	02/19/2021	Jan. 2021 Juanita Drive NE Construction	343,365.05
TOTAL LANDSCAPE CORP	46786	02/19/2021	Jan. 2021 Parks Landscape Maintenance Services	2,257.05

VII. A. Approve Total Check #46733 through 46794 in the amount of \$2,040...

TOWN CENTER HARDWARE	46787	02/19/2021	PW Supplies & Equipment	183.30
TRANSCO GROUP USA INC.	46788	02/19/2021	Jan. 2021 Kenmore Citywide Safety Projects	3,219.62
TRC ENVIRONMENTAL CORPORATION	46789	02/19/2021	Dec. 2020 Cadman PSCAA Consulting	3,294.69
UNITED PRINT SIGNS GRAPHICS	46790	02/19/2021	Safe Place Stickers Printing	385.35
VARITECH INDUSTRIES INC.	46791	02/19/2021	Deicer Truck Replacement Equipment	2,812.85
VERIZON WIRELESS	46792	02/19/2021	Staff Cell Phones & Data Plans	286.70
WASHINGTON STATE PATROL	46793	02/19/2021	Jan. 2021 Bridge Weight Limit Enforcement	1,107.35
ZIPLY FIBER	46794	02/19/2021	City Hall Phone Services	1,135.29
DRS 457	DFT0000919-920	02/12/2021	DRS 457 Deferred Comp	1,075.99
AVIDIA HEALTH	DFT0000921	02/12/2021	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000922-927	02/12/2021	Public Employees Retirement	32,114.79
NAVIA	DFT0000928	02/12/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0000929	02/12/2021	Federal Taxes	17,799.49
PAYROLL	Electronic Dep.	2/12/2021	Direct Deposit	107,024.17
Electronic Funds Transfer	EFT	1/22/2021	Investment Purchase Wire	1,000,073.89
Electronic Funds Transfer	EFT	1/25/2021	Investment Purchase Wire	1,066,483.24
TOTAL				<u>\$ 4,265,795.58</u>

VII. A. Approve Total Check #46733 through 46794 in the amount of \$2,040...

02-19-2021 a-p batch-signed Is

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxEOKZCsQw8yCluwXQRwDrvG1MVB7FIIdf

"02-19-2021 a-p batch-signed Is" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
 2021-02-23 - 5:00:06 PM GMT - IP address: 50.235.209.34

-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
 2021-02-23 - 5:02:51 PM GMT

-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
 2021-02-23 - 5:11:50 PM GMT - IP address: 24.22.167.111

-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
 Signature Date: 2021-02-23 - 5:13:42 PM GMT - Time Source: server- IP address: 24.22.167.111

-  Agreement completed.
 2021-02-23 - 5:13:42 PM GMT



POWERED BY
Adobe Sign

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
January 25, 2021**

Commented [AW1]:

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the meeting to order at 6:00 p.m. via Zoom.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the Council entered a closed executive session to discuss pending and potential litigation. It was announced that the session would last approximately one hour. At 7 p.m., Mayor Baker announced that the executive session will be extended by 5 minutes.

ADJOURN SPECIAL MEETING

The Special Meeting concluded at 7:05 p.m.

CALL REGULAR MEETING TO ORDER

The Regular meeting began at 7:05 p.m.

PRESENT:

Councilmembers: Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Melanie O'Cain
Councilmember Angela Kugler

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Principal Planner Lauri Anderson

Speaking Guests: David VanderZee, King County
Lauren Craig, King County
John Peeples, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
David Morton, Redmond Resident
Elizabeth Mooney, Kenmore Resident
Rose Hendrix, Kenmore Resident

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

PRESENTATION:

King County North Link Connections Mobility Project with guests Local
Government Relations and Partnership Lead Lauren Craig, and Project
Manager for Northlink Connections David VanderZee

[Agenda Bill Presentation King County North Link Connections Mobility Project
Kenmore City Council Presentation \(uploaded 1/25\)](#)

PUBLIC COMMENT:

Tracy Banaszynski, a Kenmore resident, advocated for the reimplementaion of the plastic bag ban.

John Peeples, a Kenmore resident, restated his objection to the City's DEI training.

David Morton, a Redmond resident, restated his concerns over potentially hazardous toxic chemicals emitted by the local Cadman Asphalt Plant, and the limited monitoring in place to measure and assess emissions.

Elizabeth Mooney, a Kenmore resident and member of PERK (People for an Environmentally Responsible Kenmore), supported the comments of both Tracy Banaszynski and David Morton.

Rose Hendrix, a Kenmore resident, expressed disappointment over the loss of some transit routes, as referenced in the presentation provided by King County Metro representatives.

CONSENT AGENDA

- A. Approve Check #s 46447 through 46520 in the amount of \$371,740.05 plus payroll check #10162 dated 12/31/20 totaling \$3,475.87. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 12/31/2020 in the amount of \$171,140.67.

[Voucher Approval Report - December 31, 2020](#)

- B. Approve Check #s 46521 through 46592 in the amount of \$1,462,593.25 plus payroll check #10163 dated 1/15/21 totaling \$407.66. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 1/15/2021 in the amount of \$200,085.94.

[Voucher Approval Report - January 15, 2021](#)

- C. Adopt Ordinance 21-0520, Amending Section 6 of Ordinance No. 20-0518 Relating to the Effective Date of Uniform Construction Codes and Establishing an Effective Date

[Agenda Bill- Kenmore 2018 Code Adoption with Amended Effective Date](#)
[Attachment 1- Ordinance No. 20-0518 Adopting 2018 International Building Code](#)
[Attachment 2- Ordinance No. 21-0520 Amendment to Ordinance No 20-0518 - 2018 International Building Code Adoption](#)

- D. Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$3,433,334 for providing additional engineering services during the construction of the West Sammamish River Bridge Project.

[Agenda Bill - West Sammamish River Bridge - Request Additional Services](#)

MOTION: Councilmember O’Cain moved to approve the consent agenda as presented, including the items listed above. Mayor Baker seconded the motion.
VOTE: 6 Yes, 0 No, 0 Abstain. MOTION CARRIED.

BUSINESS AGENDA

A. 2021 Planning Commission Docket Work Program, presented by City Principal Planner Lauri Anderson

Principal Planner Lauri Anderson addressed the Council. She explained that City staff recommend that the Council assign three projects to the Planning Commission:

- 2024 Comprehensive Plan Update: Land Use and Housing Elements, including an evaluation of the Transit-Oriented Development District (TOD)
- Housing Strategy Plan: opportunities for “Missing Middle” housing
- Capital Facilities Element Update

MOTION: Councilmember Pfeil moved to authorize the City and Planning Commission to proceed with the presented 2021 Planning Commission Docket. Councilmember Srebnik seconded the Motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

STAFF REPORTS

Plastic Bag Ban Moratorium Update

MOTION: Councilmember Srebnik moved to lift the rescinding of the plastic bag proclamation *if* the City Attorney determines that we are not preempted by state law. Councilmember O'Cain seconded the Motion.

AMENDMENT: Deputy Mayor Herbig moved to amend the original motion to add a 60-day notice to residents and businesses before implementation. Mayor Baker seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. AMENDMENT CARRIED.

MOTION: Authorize the City Manager to rescind the plastic bag ban moratorium if the City Attorney determines that we aren't preempted by state law in this manner, and if the lift is viable, give a 60-day notice to businesses and residents before implementation.

VOTE: 6 Yes, 1 No, 0 Abstain. MOTION CARRIED.

COUNCIL REPORTS

The Council selected Councilmember Kugler to serve on the Eastside Transportation Partnership. In addition, the Council selected Councilmember Pfeil to serve as the Alternate.

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 8:38 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
February 8, 2021**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the meeting to order at 7:00 p.m. via Zoom.

PRESENT:

Councilmembers:

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Melanie O'Cain
Councilmember Angela Kugler

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Staff:

City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Curtis Chambers

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Speaking Guests:

Russell Joe, Republic Services
Natalie Caulkins, Republic Services
Lindsay Masters, ARCH
Brooke Knight, Northshore Senior Center
Pascha Mohajerjasbi, Northshore Senior Center
Stacey Valenzuela, Kenmore Resident
Janet Hays, Kenmore Resident
David Morton, Redmond Resident
John Peeples, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Rose Hendrix, Kenmore Resident

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nda was approved as presented.

PROCLAMATION:

[Black History Month February 2021 to be accepted by Community Leader Maurice Leary](#)

Maurice Leary, Director of Step It Up Camp in Kenmore, accepted the City's Proclamation in honor of Black History Month.

PRESENTATION

Republic Services Winter 2021 Update with guest Russell Joe, Municipal Relationship Manager, and representative Natalie Caulkins offered a brief presentation of the activity and progress of Republic Services in the City of Kenmore.

PUBLIC COMMENT:

John Peeples, a Kenmore resident, spoke against the City-wide DEI program material.

David Morton, a Redmond resident, expressed concerns over Kenmore's Cadman Asphalt Plants emissions possible hazardous fumes.

Janet Hays, a Kenmore resident, expressed gratitude for the lighting at the Lakepointe property. She also expressed gratitude for Council support on House Bill 10-57.

Stacey Valenzuela, a Kenmore resident, requested that Republic Services share resources available to elderly and disabled residents for garbage/recycling programs. She also expressed support for Kenmore's petitions on behalf of House Bill 10-57.

Pascha Johnson, a representative of the Northshore Senior Center, introduced herself and thanked the Council for their regular financial support.

Elizabeth Mooney, a Kenmore resident, expressed gratitude toward municipal representative support on House Bill 10-57. She expressed her desire to be known as the "healthiest, green city in the State of Washington."

Rose Hendrix, a Kenmore resident, expressed gratitude for the City's support of housing accessibility through A Regional Coalition for Affordable Housing (ARCH).

CONSENT AGENDA

- A. Minutes:
[City Council January 19, 2021 Meeting](#)
- B. Approve Check #s 46593 through 46639 in the amount of \$1,477,086.66.
[Voucher Approval Report dated 1-16-21](#)
- C. Ratify the Amended Pandemic and Public Health Emergency Response and Recovery Proclamation 20-02.3
[Agenda Bill - Family First Coronavirus Response Act Extension](#)
[Amendment - Pandemic Policy Proclamation 20-02.3 - \(December 2020\)](#)
- D. Authorize City Manager to execute Contract No. 21-C2677 with King County to accept 2021-2022 Waste Reduction & Recycling Grant Funds
[Agenda Bill -King County Waste Reduction & Recycling Grant](#)
[Draft KCWRR Agreement 21-C2677](#)

- E. Cancel February 16, 2021, Council Meeting

MOTION: Councilmember Pfeil moved to approve the consent agenda as presented, including the items listed above. Deputy Mayor Herbig seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

BUSINESS AGENDA

- A. A Regional Coalition for Housing (ARCH) 2021 Work Program & Budget; 2021 Housing Trust Fund Projects, presented by Nancy Ousley and ARCH Representative, *for Approval*
[Agenda Bill - ARCH](#)
[ARCH Budget and Work Program](#)
[ARCH Housing Trust Fund Recommendation Amended 2.2.21 \(uploaded 2.3.21\)](#)
[2020 HTF Recommendations Presentation \(uploaded 2.4.21\)](#)

A Regional Coalition for Affordable Housing (ARCH) Representative Lindsay Masters offered a brief presentation on program initiatives. She sought approval for the 2021 Budget and Work Program and Trust Fund Recommended Projects.

MOTION: Councilmember Pfeil moved to authorize approve the ARCH 2021 Budget and Work Program. Councilmember O’Cain. Seconded the Motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

MOTION: Councilmember Pfeil moved to approve the ARCH Trust Fund Recommendations. Councilmember O’Cain seconded the Motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 8:23 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

Street Fund:

As of November 2020, biennium to date revenues totaled \$870,352 or 87% of the amount budgeted for the biennium in the amount of \$1 million. The amount received in 2020 is approximately 10% lower than the amount received in 2019.

Expenditures as of November 2020 were 89% of the amended biennial budget.

Surface Water Management Fund:

As of November 2020, biennium to date revenues totaled \$5 million or 121% of the amount budgeted (\$4.1 million). Expenditures as of November 2020 were 63% of the biennial budget amount. This amount is low as the journal entries for transfers to capital projects were made in the month of December 2020.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date.

Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short term and long range analysis that enhances vision and planning.



18120 68TH AVE. NE
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Leticia Salcido, Finance Director
DATE: February 9, 2020
RE: November 2020 Financial Reports for the City of Kenmore, Washington

November 2020 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Report for Transportation Benefit District

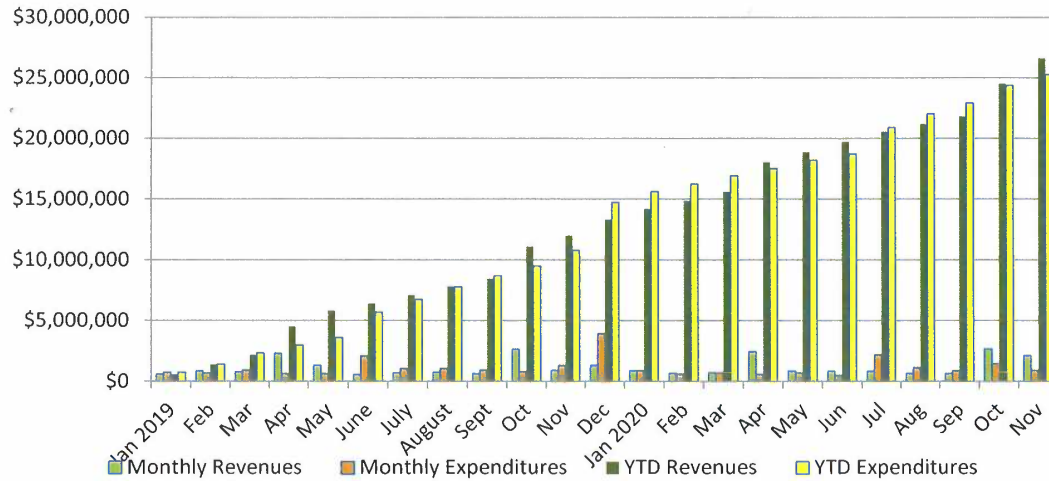
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, November is the twenty-third (96%) of the 2019-2020 biennial budget period. For the month of November, revenues exceeded expenditures in the General Fund by \$1,215,340. Biennium to date, revenues exceed expenditures by \$1,332,012.

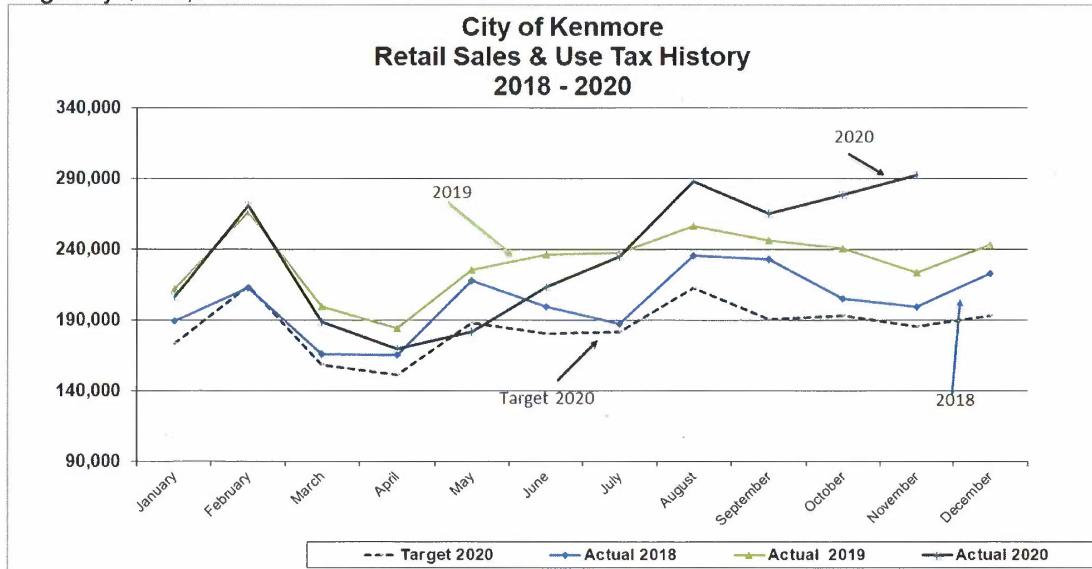
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through November 2020.

City of Kenmore, Washington
Monthly Financial Report
November 2020



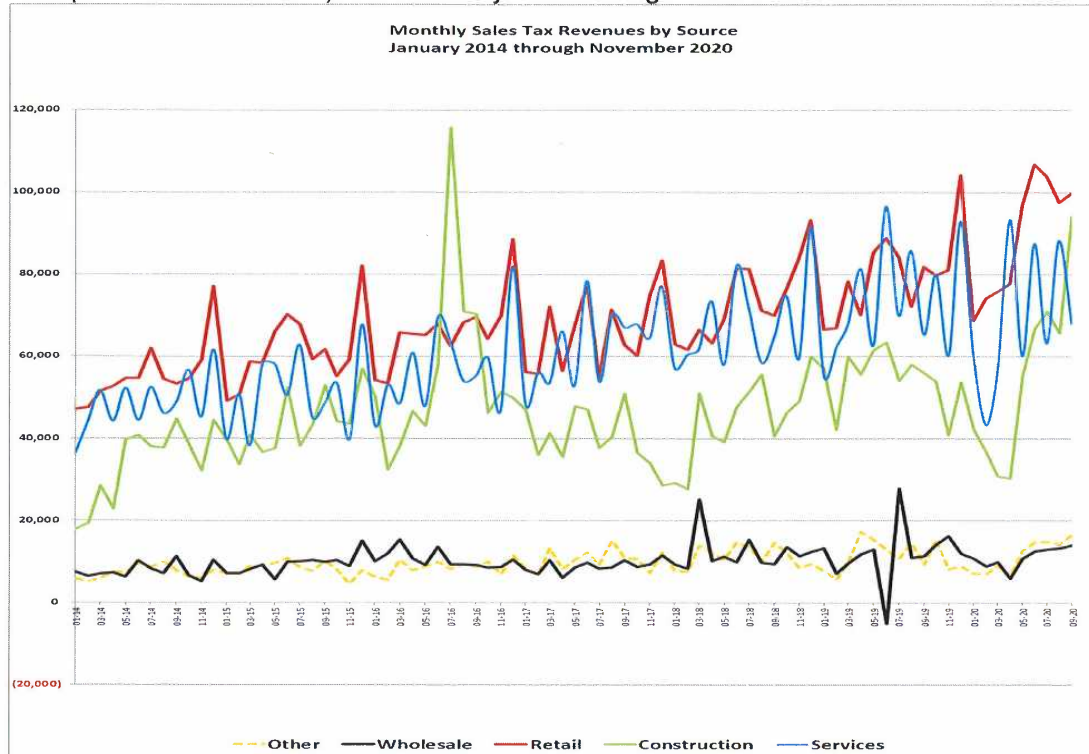
Total **revenues** for the month were **\$2,113,187**. Biennium to date revenues are \$26,616,202 which is 102% of the amended budgeted revenues of \$26,078,634. Primary sources of revenue for the month included property taxes in the amount of \$426,362, development fees & permits in the amount of \$204,684, retail sales and use taxes in the amount of \$292,554, Grants in the amount of 1,036,698, and utility taxes in the amount of \$14,113.

A summary of sales tax revenues received in **November** is attached. These receipts are based on **September** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2020 line is a monthly average of actual receipts during 2017, 2018, and 2019. The black line represents 2020 actual receipts, which are \$61,904 above 2019 and ahead of the 2020 target by \$560,096.



City of Kenmore, Washington
Monthly Financial Report
November 2020

The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2014 through November 2020.



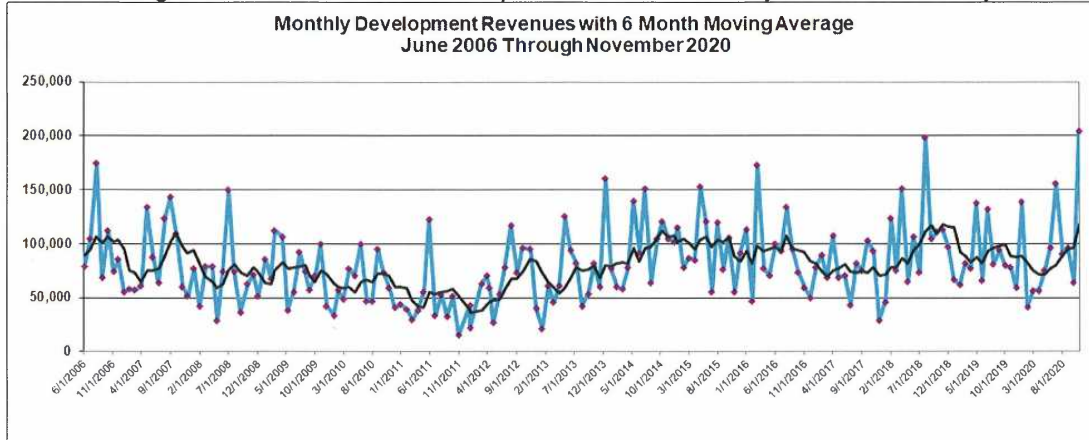
In November, the top 505 sales tax remitters, accounting for 87% or \$254,189 of total remittances, were reviewed for internet sales activity.

Of the \$254,189 of sales tax remitted by these companies in November, \$53,571 (21% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sale tax in the major segments that include it:

	Total Sales Tax Remitted in November	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	\$73,497	\$36,481	50%
Information	7,681	2,511	33%
Services	49,576	12,886	26%
Wholesale	10,580	1,693	16%
		\$53,571	

City of Kenmore, Washington
 Monthly Financial Report
 November 2020

The following chart illustrates the development revenue activity over the last 14 years.



November 2020 expenditures were **\$897,847**. Biennium to date expenditures are \$25,284,190, which is 92% of the amended biennial budget expenditures of \$27,458,543.

Total City cash (\$19,954,770) and long-term investments (\$6,003,961), at the end of November, totaled \$25,958,731. Proposition 1 levy funds are included in this cash balance. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2019-2020 biennial budget.

Total non-General Fund revenues were \$2,173,593 and total non-General Fund expenditures were \$3,299,666.

In the **Street Fund** revenue from gas tax distributions were \$38,643. \$527,014 was expended for maintenance and operations during the month, which included a \$470,981 expenditure for the pavement sealing project.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$464,628 on pedestrian safety projects & street maintenance.

The **Sammamish Bridge Replacement Fund** had \$1,805,265 in expenditures during the month. The fund received \$1,208,601 in bridge grant reimbursements during the month.

The **Park Impact Fee** fund received \$3,885 in revenues during the month.

There were \$142,140 in revenues for the **Transportation Impact Fee** fund during the month.

City of Kenmore, Washington
Monthly Financial Report
November 2020

The **Real Estate Excise Tax** Fund received \$182,954 of real estate excise taxes (REET) in November from sales activity that occurred in October. 57 transactions were reported during the month. The 2020 year to date revenue is higher than the 2019 revenue by \$88,815 and \$22,520 lower than the 2020 target.

The **Park Capital** fund had \$261,981 in Park improvement expenditures during the current month. The fund received \$40,392 in park capital grant reimbursements during the month

The **Walkways & Waterways Debt Service** Fund collected \$42,210 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,786,148.

The **Transportation Benefit District** Fund received \$34,630 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **November 30, 2020**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
November 30, 2020



	CURRENT PERIOD 2019-2020				PREVIOUS PERIOD 2017-2018			
	MONTH Nov. 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	BIENNIUM BUDGET 2019-2020	MONTH Nov. 2018	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018
REVENUES								
Beginning Fund Balance		4,934,368		4,934,368		3,138,914		3,131,687
Property Taxes	426,362	10,302,366	100.8%	10,224,205	422,498	9,460,718	99.7%	9,491,704
Sales and Use Taxes	352,142	6,700,658	107.9%	6,212,000	260,268	5,735,365	97.1%	5,906,291
Utility Taxes	14,113	1,897,681	76.9%	2,466,355	75,526	2,286,489	84.1%	2,717,485
Other Taxes	22,999	230,371	126.7%	181,868	15,048	176,364	80.9%	218,113
Development Fees & Permits	204,684	2,091,149	112.8%	1,854,042	113,140	2,075,095	101.2%	2,050,518
Franchise Fees	3,336	1,719,915	93.9%	1,831,835	203,897	1,731,286	99.3%	1,743,476
Intergovernmental and Grants	1,036,698	2,182,244	206.3%	1,057,677	49,992	924,175	109.8%	841,615
Investment Interest	11,156	177,038	185.8%	95,300	25,963	219,150	421.4%	52,000
Fines and Forfeitures	0	5,102	n/a	0	48	12,819	0.0%	0
Transfers and Other Revenues	41,699	1,309,678	60.8%	2,155,352	9,384	983,445	61.4%	1,600,972
Total Revenues	2,113,187	26,616,202	102.1%	26,078,634	1,175,764	23,604,905	95.9%	24,622,174
Total Revenues & Beginning Fund Balance		31,550,571		31,013,002		26,743,819		27,753,861

City of Kenmore, Washington
General Fund Summary Report
November 30, 2020



	CURRENT PERIOD 2019-2020				PREVIOUS PERIOD 2017-2018			
	MONTH Nov. 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	BIENNIUM BUDGET 2019-2020	MONTH November	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018
<u>EXPENDITURES</u>								
Cost Center								
City Council	8,455	322,136	95.8%	336,208	17,428	325,156	98.7%	329,426
City Manager	138,351	3,282,427	103.5%	3,170,520	157,353	3,122,154	93.8%	3,328,297
City Clerk	32,692	683,891	74.4%	919,466	28,100	463,030	108.9%	425,368
Finance	67,483	1,873,516	97.3%	1,925,756	52,268	1,707,540	102.1%	1,672,775
Legal	23,215	599,845	91.6%	654,782	35,714	509,711	101.9%	500,000
Interfund Transfers	0	2,606,529	80.8%	3,226,484	0	1,075,725	76.7%	1,403,228
Public Safety	338,212	7,966,556	88.8%	8,967,044	494,871	7,648,364	86.9%	8,806,304
Engineering & Environmental Services	43,969	1,209,584	77.7%	1,555,790	36,545	1,327,323	93.8%	1,415,011
Community Development	53,898	1,452,346	91.9%	1,580,826	81,910	1,336,769	77.9%	1,715,510
Developmental Services	104,322	2,366,661	126.3%	1,874,061	68,853	2,283,286	107.1%	2,131,288
Parks & Facility Maintenance	87,248	2,920,701	89.9%	3,247,606	193,512	2,084,367	73.0%	2,854,489
Total Expenditures	897,847	25,284,190	92.1%	27,458,543	1,166,554	21,883,427	89.0%	24,581,696
Revenues over expenditures	1,215,340	1,332,012		-1,379,909	9,210	1,721,479		40,478
Ending Fund Balance		6,266,381		3,554,459		4,860,393		3,172,165
Total Expenditures and Ending Fund Balance		31,550,571		31,013,002		26,743,819		27,753,861

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

**City of Kenmore, Washington
General Fund Revenue Graphs**

November 30, 2020

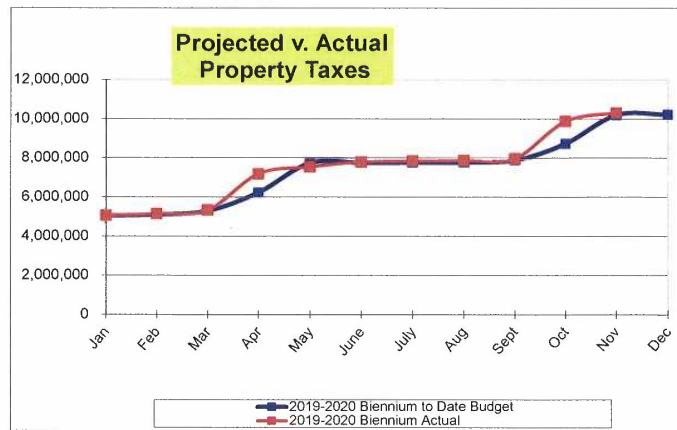
PROPERTY TAXES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	5,024,414	5,050,864
Jan	5,041,120	5,061,216
Feb	5,105,461	5,142,142
Mar	5,296,524	5,334,145
Apr	6,228,071	7,185,633
May	7,737,751	7,545,693
June	7,752,286	7,795,717
July	7,766,698	7,843,737
Aug	7,782,013	7,880,564
Sept	7,886,618	7,966,745
Oct	8,730,684	9,876,005
Nov	10,194,653	10,302,366
Dec	10,224,205	
2019-20	10,224,205	

Year To Date

Actual v. Projected

101%



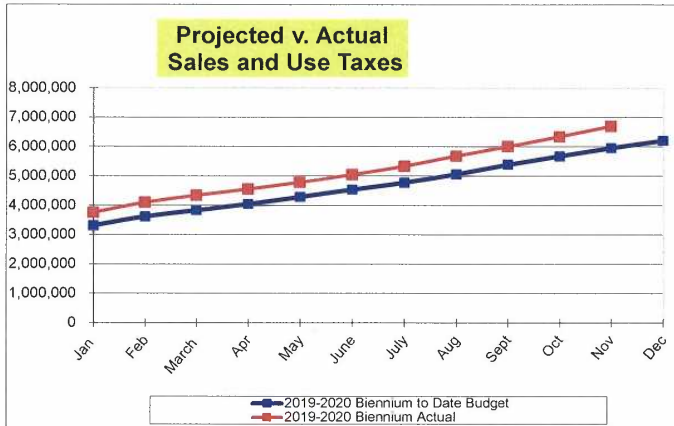
SALES, USE, CRIM JUSTICE TAXES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	3,102,000	3,493,551
Jan	3,314,653	3,759,238
Feb	3,620,942	4,101,432
March	3,838,937	4,346,349
Apr	4,049,383	4,562,020
May	4,291,368	4,789,674
June	4,543,454	5,049,140
July	4,778,211	5,340,419
Aug	5,068,877	5,687,486
Sept	5,397,027	6,011,842
Oct	5,677,075	6,348,515
Nov	5,960,380	6,700,658
Dec	6,212,000	
2019-20	6,212,000	

Year To Date

Actual v. Projected

112%



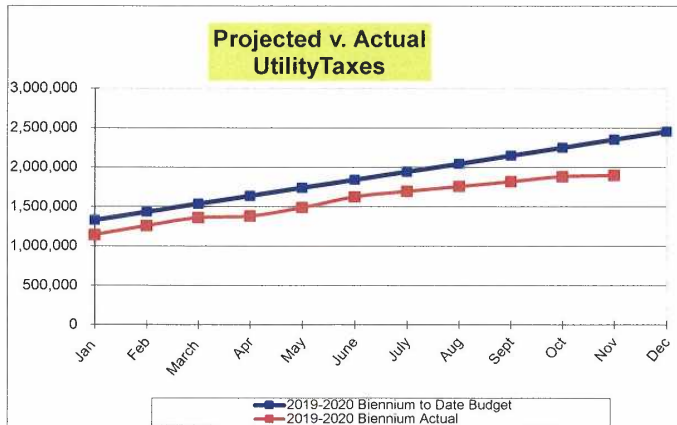
UTILITY TAXES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,227,000	1,029,975
Jan	1,329,250	1,143,328
Feb	1,431,500	1,257,030
March	1,533,750	1,360,425
Apr	1,636,000	1,380,122
May	1,738,250	1,488,191
June	1,840,500	1,623,719
July	1,942,750	1,695,949
Aug	2,045,000	1,758,328
Sept	2,147,250	1,820,025
Oct	2,249,500	1,883,569
Nov	2,351,750	1,897,681
Dec	2,454,000	
2019-20	2,466,355	

Year To Date

Actual v. Projected

81%



**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2020**

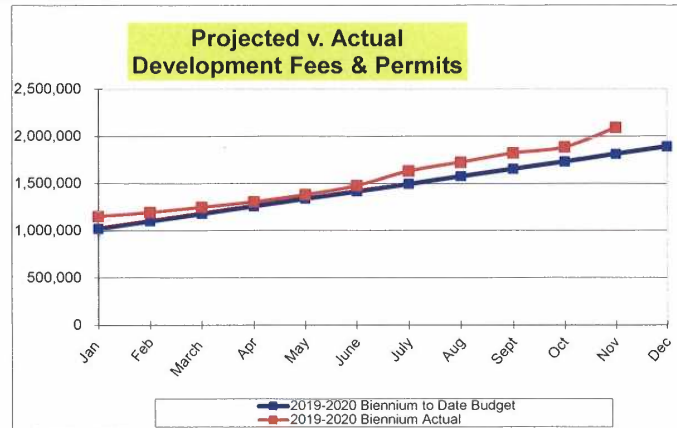
DEVELOPMENT FEES & PERMITS

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	945,576	1,014,896
Jan	1,024,374	1,153,770
Feb	1,103,172	1,195,109
March	1,181,970	1,251,405
Apr	1,260,768	1,307,950
May	1,339,566	1,382,812
June	1,418,364	1,479,076
July	1,497,162	1,635,134
Aug	1,575,960	1,725,933
Sept	1,654,758	1,822,217
Oct	1,733,556	1,886,465
Nov	1,812,354	2,091,149
Dec	1,891,152	
*2019-20	1,854,042	

Year To Date

Actual v. Projected

115%



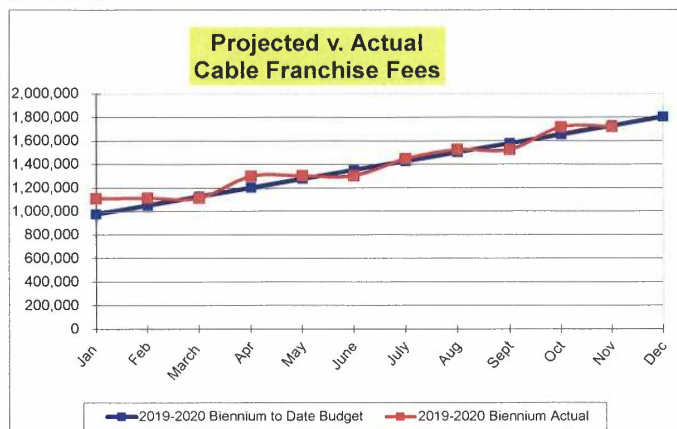
CABLE/WATER/SEWER FRANCHISE FEES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	902,382	874,872
Jan	977,581	1,110,153
Feb	1,052,779	1,114,341
March	1,127,978	1,114,341
Apr	1,203,176	1,300,350
May	1,278,375	1,304,237
June	1,353,573	1,304,237
July	1,428,772	1,449,163
Aug	1,503,970	1,525,829
Sept	1,579,169	1,525,829
Oct	1,654,367	1,716,579
Nov	1,729,566	1,719,915
Dec	1,804,764	
*2019-20	1,831,835	

Year To Date

Actual v. Projected

99%



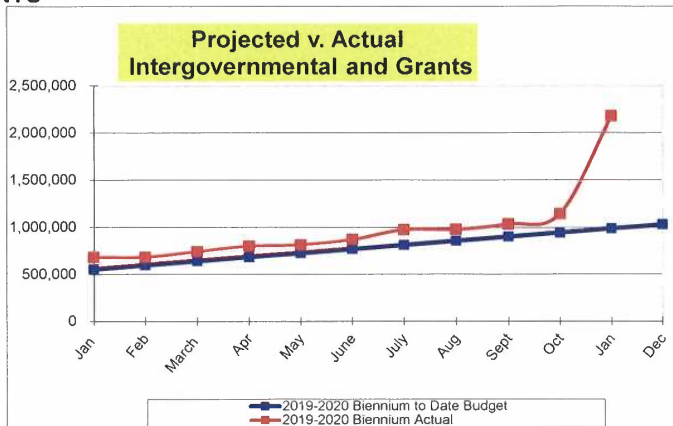
INTERGOVERNMENTAL & GRANTS

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	515,651	627,769
Jan	558,622	684,503
Feb	601,593	686,213
March	644,564	744,611
Apr	687,535	801,143
May	730,506	817,203
June	773,477	872,583
July	816,447	978,007
Aug	859,418	981,020
Sept	902,389	1,036,893
Oct	945,360	1,145,546
Jan	988,331	2,182,244
Dec	1,031,302	
*2019-20	1,057,677	

Year To Date

Actual v. Projected

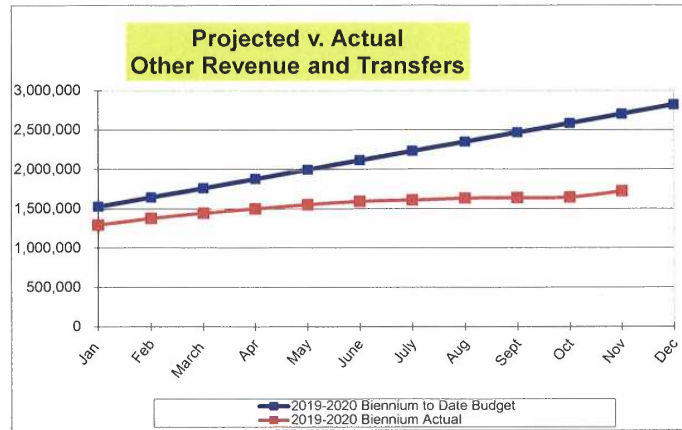
221%



**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2020**

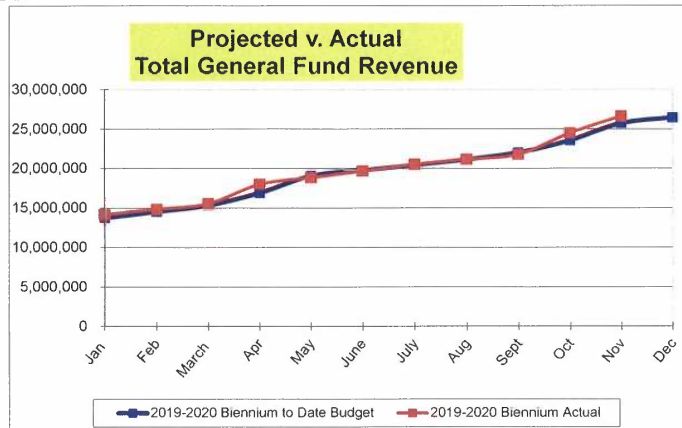
OTHER REVENUES AND TRANSFERS

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,410,444	1,234,739
Jan	1,527,981	1,297,287
Feb	1,645,518	1,378,460
March	1,763,055	1,444,730
Apr	1,880,592	1,502,044
May	1,998,129	1,554,138
June	2,115,666	1,594,506
July	2,233,203	1,610,810
Aug	2,350,740	1,634,103
Sept	2,468,277	1,639,627
Oct	2,585,814	1,646,336
Nov	2,703,351	1,722,190
Dec	2,820,888	
2019-20	2,831,758	
Year To Date		
Actual v. Projected		64%



TOTAL GENERAL FUND REVENUE

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
Jan	13,773,581	14,209,494
Feb	14,560,965	14,874,728
March	15,386,777	15,596,006
Apr	16,945,525	18,039,262
May	19,113,945	18,881,949
June	19,797,319	19,718,978
July	20,463,243	20,553,219
Aug	21,185,979	21,193,262
Sept	22,035,488	21,823,177
Oct	23,576,356	24,503,016
Nov	25,740,386	26,616,202
Dec	26,438,311	
2019-20	26,477,872	
Year To Date		
Actual v. Projected		103%



City of Kenmore, Washington
General Fund Expenditure Graphs*
November 30, 2020

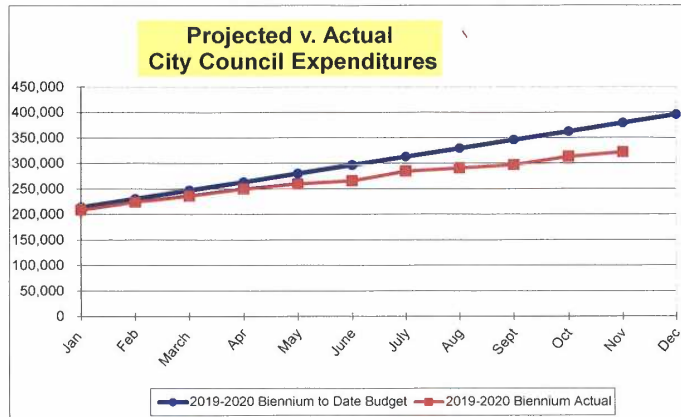
CITY COUNCIL

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	197,953	166,557
Jan	214,449	209,570
Feb	230,945	224,551
March	247,441	236,851
Apr	263,937	250,761
May	280,433	259,920
June	296,930	266,298
July	313,426	285,096
Aug	329,922	291,361
Sept	346,418	297,557
Oct	362,914	313,681
Nov	379,410	322,136
Dec	395,906	
2019-20	400,337	

Year To Date

Actual v. Projected

85%



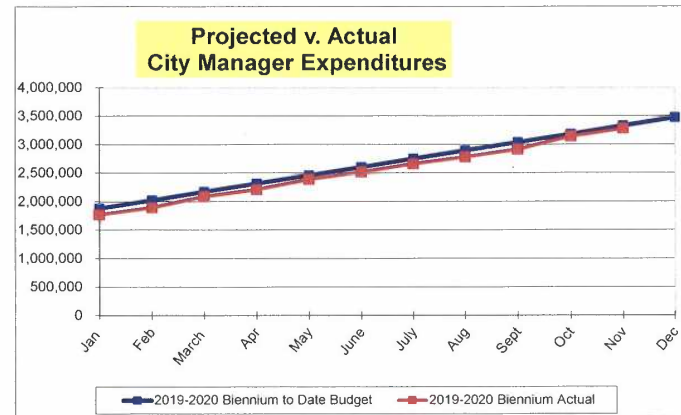
CITY MANAGER

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,738,841	1,651,429
Jan	1,883,744	1,773,645
Feb	2,028,648	1,897,149
March	2,173,551	2,091,116
Apr	2,318,455	2,213,470
May	2,463,358	2,393,013
June	2,608,262	2,521,658
July	2,753,165	2,664,260
Aug	2,898,068	2,784,467
Sept	3,042,972	2,918,166
Oct	3,187,875	3,144,076
Nov	3,332,779	3,282,427
Dec	3,477,682	
2019-20	3,471,467	

Year To Date

Actual v. Projected

98%



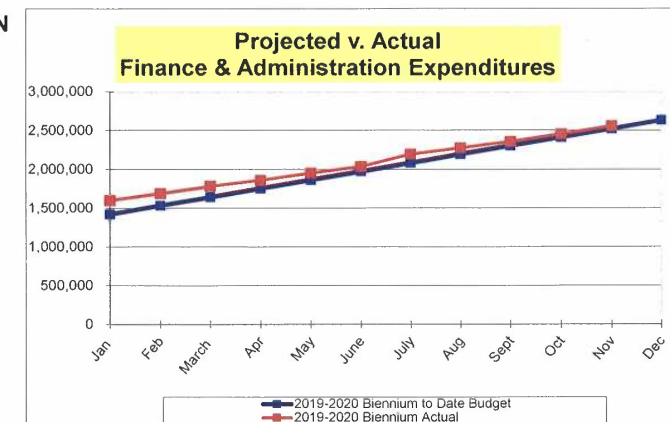
FINANCE & ADMINISTRATION

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,316,827	1,248,548
Jan	1,426,563	1,603,856
Feb	1,536,298	1,691,479
March	1,646,034	1,785,191
Apr	1,755,769	1,859,291
May	1,865,505	1,953,314
June	1,975,241	2,036,998
July	2,084,976	2,194,391
Aug	2,194,712	2,277,831
Sept	2,304,447	2,356,245
Oct	2,414,183	2,457,231
Nov	2,523,918	2,557,406
Dec	2,633,654	
2019-20	2,708,853	

Year To Date

Actual v. Projected

101%



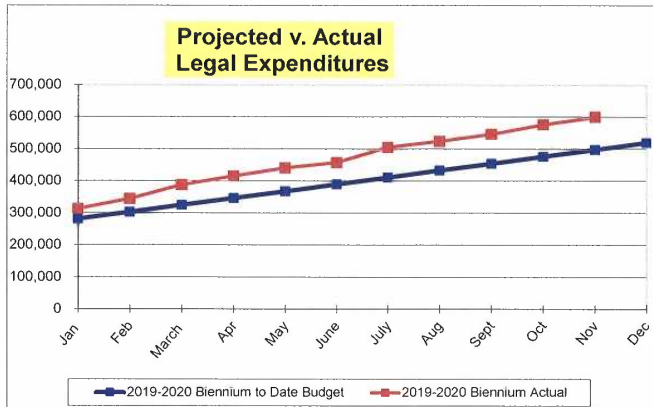
* The Blue Budget lines do not reflect the COVID19 reductions taken in April

I:\Admin & Finance\Monthly Reports\2020\Nov 2020-2\General Fund Exp Graphs

City of Kenmore, Washington
General Fund Expenditure Graphs*
November 30, 2020

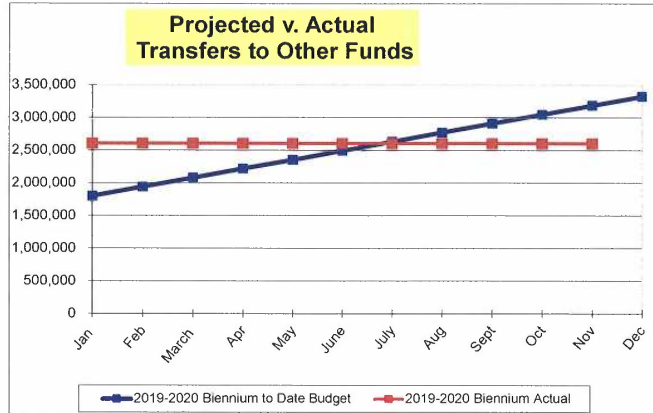
LEGAL

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	260,000	312,722
Jan	281,667	313,184
Feb	303,333	344,327
March	325,000	387,838
Apr	346,667	415,988
May	368,333	440,916
June	390,000	457,584
July	411,667	505,287
Aug	433,333	523,982
Sept	455,000	546,923
Oct	476,667	576,630
Nov	498,333	599,845
Dec	520,000	
2019-20	530,000	
Year To Date		
Actual v. Projected		120%



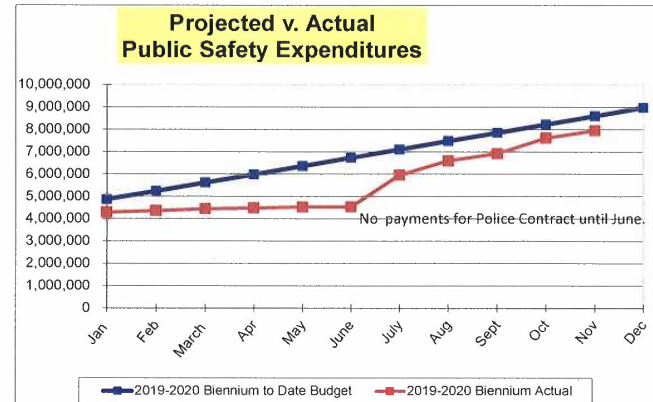
TRANSFERS TO OTHER FUNDS

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,663,897	2,606,529
Jan	1,802,555	2,606,529
Feb	1,941,213	2,606,529
March	2,079,871	2,606,529
Apr	2,218,529	2,606,529
May	2,357,187	2,606,529
June	2,495,846	2,606,529
July	2,634,504	2,606,529
Aug	2,773,162	2,606,529
Sept	2,911,820	2,606,529
Oct	3,050,478	2,606,529
Nov	3,189,136	2,606,529
Dec	3,327,794	
2019-20	3,226,484	
Year To Date		
Actual v. Projected		82%



PUBLIC SAFETY

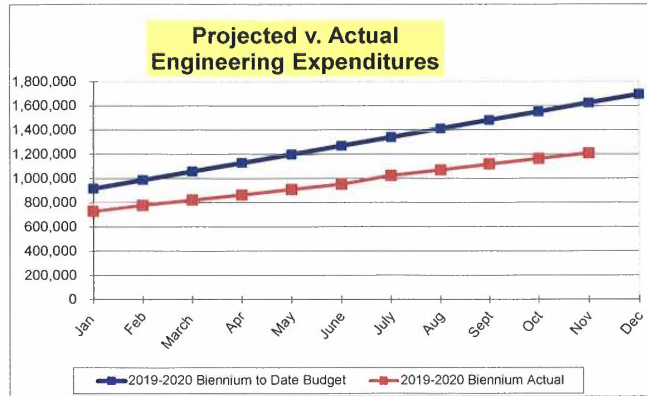
	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	4,492,575	4,282,065
Jan	4,866,956	4,291,016
Feb	5,241,338	4,362,349
March	5,615,719	4,448,594
Apr	5,990,100	4,485,997
May	6,364,481	4,531,349
June	6,738,863	4,544,392
July	7,113,244	5,968,981
Aug	7,487,625	6,604,199
Sept	7,862,006	6,926,337
Oct	8,236,388	7,628,344
Nov	8,610,769	7,966,556
Dec	8,985,150	
2019-20	9,133,991	
Year To Date		
Actual v. Projected		93%



City of Kenmore, Washington
General Fund Expenditure Graphs*
November 30, 2020

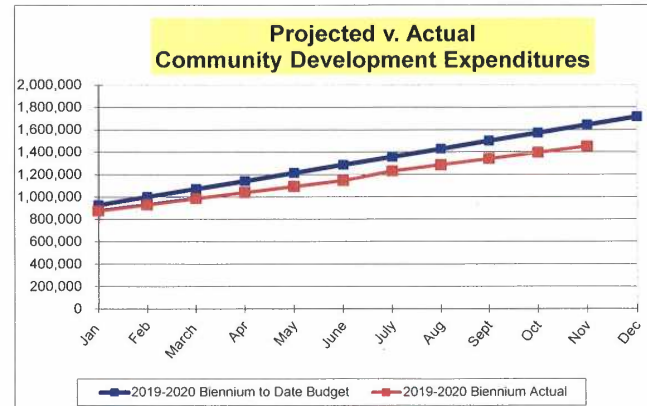
ENGINEERING

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	847,685	674,259
Jan	918,325	731,841
Feb	988,966	780,295
March	1,059,606	823,596
Apr	1,130,247	867,066
May	1,200,887	910,748
June	1,271,528	954,142
July	1,342,168	1,025,202
Aug	1,412,808	1,071,507
Sept	1,483,449	1,119,723
Oct	1,554,089	1,165,614
Nov	1,624,730	1,209,584
Dec	1,695,370	
2019-20	1,658,620	
Year To Date		
Actual v. Projected		74%



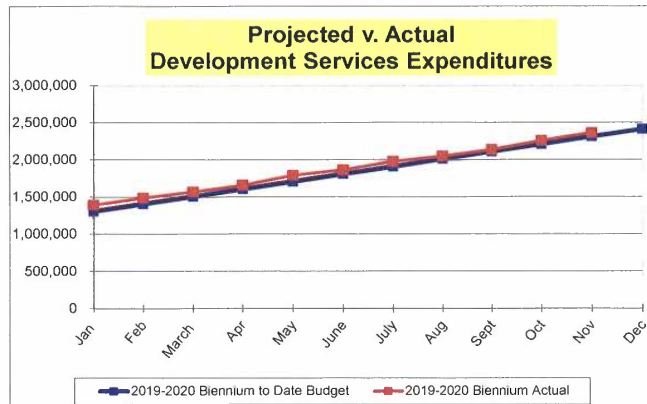
COMMUNITY DEVELOPMENT

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	858,610	798,613
Jan	930,161	878,279
Feb	1,001,712	933,626
March	1,073,263	988,218
Apr	1,144,813	1,041,906
May	1,216,364	1,095,708
June	1,287,915	1,149,550
July	1,359,466	1,233,806
Aug	1,431,017	1,288,892
Sept	1,502,568	1,343,682
Oct	1,574,118	1,398,448
Nov	1,645,669	1,452,346
Dec	1,717,220	
2019-20	1,698,893	
Year To Date		
Actual v. Projected		88%



DEVELOPMENT SERVICES

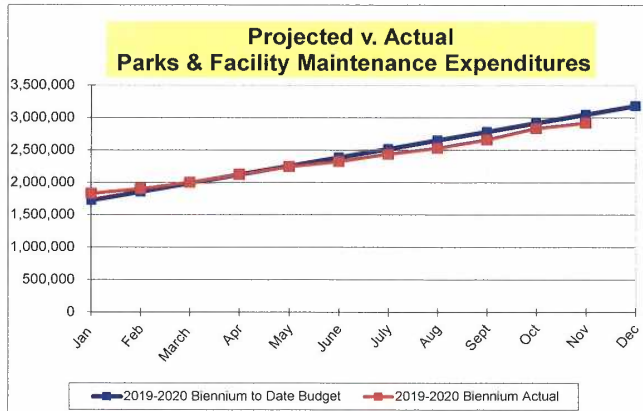
	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,208,200	1,227,207
Jan	1,308,883	1,396,571
Feb	1,409,567	1,491,445
March	1,510,250	1,571,648
Apr	1,610,933	1,663,786
May	1,711,617	1,795,904
June	1,812,300	1,868,299
July	1,912,983	1,981,782
Aug	2,013,667	2,051,915
Sept	2,114,350	2,142,007
Oct	2,215,033	2,262,339
Nov	2,315,717	2,366,661
Dec	2,416,400	
2019-20	2,461,502	
Year To Date		
Actual v. Projected		102%



City of Kenmore, Washington
General Fund Expenditure Graphs*
November 30, 2020

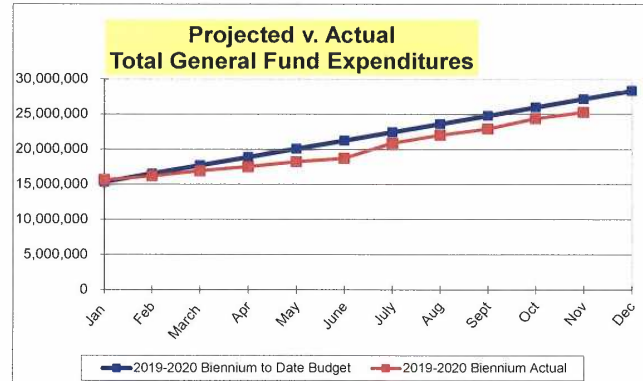
PARKS & FACILITY MAINTENANCE

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,592,380	1,760,364
Jan	1,725,078	1,828,695
Feb	1,857,777	1,905,398
March	1,990,475	2,002,841
Apr	2,123,173	2,127,339
May	2,255,872	2,245,201
June	2,388,570	2,324,861
July	2,521,268	2,438,579
Aug	2,653,967	2,533,177
Sept	2,786,665	2,662,885
Oct	2,919,363	2,833,452
Nov	3,052,062	2,920,701
Dec	3,184,760	
2019-20	3,236,725	
Year To Date		
Actual v. Projected		96%



TOTAL GENERAL FUND EXPENDITURES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
Jan	15,358,382	15,633,185
Feb	16,539,796	16,237,147
March	17,721,210	16,942,423
Apr	18,902,624	17,532,133
May	20,084,038	18,232,604
June	21,265,452	18,730,311
July	22,446,866	20,903,912
Aug	23,628,280	22,033,860
Sept	24,809,694	22,920,052
Oct	25,991,108	24,386,343
Nov	27,172,522	25,284,190
Dec	28,353,936	
2019-20	28,526,872	
Year To Date		
Actual v. Projected		93%



**City of Kenmore, Washington
Street Fund Summary Report
November 30, 2020**



	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>November 2020</u>	<u>2019-2020</u>	<u>BUDGET</u>	<u>2019-2020</u>
<u>REVENUES</u>				
Beginning Fund Balance		926,962		926,962
Fuel Tax	38,643	870,352	86.5%	1,006,385
Investment Interest	52	21,786	435.7%	5,000
Miscellaneous	188	16,054	802.7%	2,000
ROW Permit Fees/Inspections	0	250,987	104.6%	240,000
Multimodal Transportation	0	55,572	88.3%	62,910
Transfer from General Fund	0	1,982,529	76.2%	2,602,484
Transfer from TBD	0	358,000	50.0%	716,000
Total Revenues	38,883	3,555,281	76.7%	4,634,779
Total Revenues & Beginning Fund Balance		4,482,243		5,561,741
		BIENNIUM TO DATE	% of	BUDGET
		<u>2019-2020</u>	<u>BUDGET</u>	<u>2019-2020</u>
<u>EXPENDITURES</u>				
Salary and Benefits	49,800	1,273,517	96.4%	1,320,880
Maintenance & Operations	527,014	2,306,297	81.3%	2,838,406
Capital	0	155,517	342.1%	45,463
Total Expenditures	576,814	3,735,331	88.8%	4,204,749
Ending Fund Balance		746,912		1,356,992
Total Expenditures and Ending Fund Balance		4,482,243		5,561,741

City of Kenmore, Washington
Cash and Investment Report
November 30, 2020



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$5,051,040	\$2,113,187	\$897,847	6,266,380
Street	1,283,842	38,883	576,814	745,911
Transportation Capital	-1,938,115	0	464,628	(2,402,743)
Public Art	69,151	5	268	68,889
Park Impact Fee	796,429	3,943	0	800,372
Transportation Impact Fee	3,533,224	142,407	0	3,675,631
Swamp Creek Basin	1,088,473	79	0	1,088,552
Transportation Benefit District	421,746	34,662	0	456,408
Sammamish Bridge Replacement	-2,024,097	1,208,601	1,805,265	(2,620,761)
Walkways & Waterways Debt Service	552,023	42,210	0	594,233
Real Estate Excise Tax	3,246,411	183,194	0	3,429,605
Kenmore Village	3	0	0	3
Park Capital	-1,389,448	40,392	261,981	(1,611,036)
Walkways & Waterways Bond	6,432,784	1,102	0	6,433,886
Surface Water Management	3,018,804	362,901	123,591	3,258,114
Surface Water Capital	-11,159	89,600	11,120	67,321
Public Works Shop Fund	-3,818	0	0	(3,818)
Strategic Reserve	1,340,730	97	0	1,340,827
Strategic Opportunities	3,051,467	221	0	3,051,688
Equipment Replacement	494,999	36	0	495,035
Trust & Agency	854,592	25,260	56,000	823,851
Totals	\$25,869,082	\$4,286,780	\$4,197,513	\$25,958,349

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$5,397,794	\$868,961	6,266,755
Street	-104,089	850,000	745,911
Transportation Capital	-2,402,743	0	(2,402,743)
Public Art	53,888	15,000	68,888
Park Impact Fee	-129,626	930,000	800,374
Transportation Impact Fee	3,645,634	30,000	3,675,634
Swamp Creek Basin	-311,447	1,400,000	1,088,553
Transportation Benefit District	456,408	0	456,408
Sammamish Bridge Replacement	-2,620,761	0	(2,620,761)
Walkways & Waterways Debt Service	594,232	0	594,232
Real Estate Excise Tax	3,429,603	0	3,429,603
Kenmore Village	0	0	0
Park Capital	-1,611,036	0	(1,611,036)
Walkways & Waterways Bond	6,433,886	0	6,433,886
Surface Water Management	2,748,116	510,000	3,258,116
Surface Water Capital	67,321	0	67,321
Public Works Shop Fund	-3,818	0	(3,818)
Strategic Reserve	490,828	850,000	1,340,828
Strategic Opportunities	3,051,689	0	3,051,689
Equipment Replacement	45,035	450,000	495,035
Trust & Agency	723,847	100,000	823,847
Totals	\$19,954,761	\$6,003,961	\$25,958,722

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
November 30, 2020

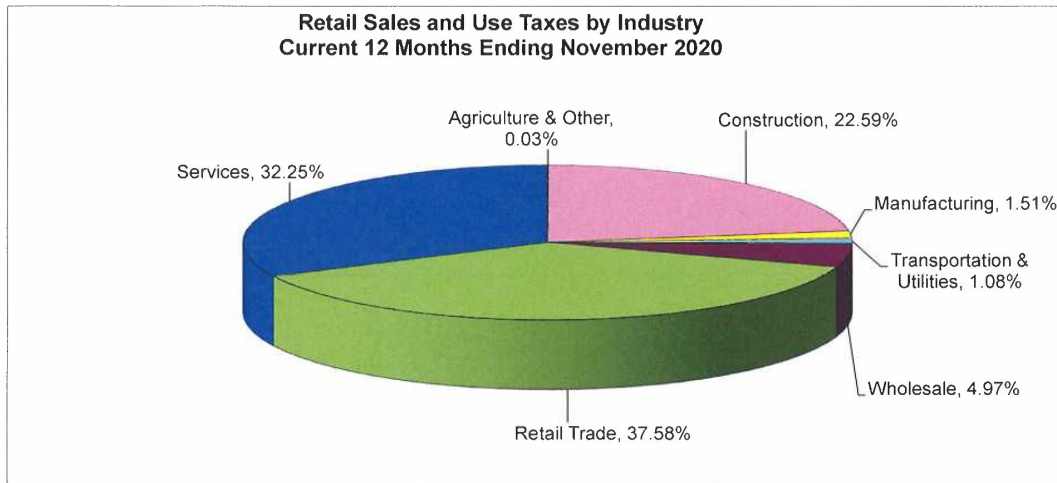


Average Yield to Maturity-Securities							Overall	
							Average Yield	0.39%
							Principal or	Yield
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Balance	Equivalents
Morgan Stanley								
Total Morgan Stanley Purchases							0.00	0.00
Time Value Investments								
	3130AHV83	FHLB	1/22/2024	1/22/2020	1.78%	1.78%	1,001,154.00	17,820.54
	3135G05G4	FM	7/10/2023	11/9/2020	0.20%	0.20%	1,501,588.50	3,003.18
	3133EMHL9	FFC	11/30/2023	11/24/2020	0.30%	0.30%	1,501,500.00	4,504.50
	76116FAG2	RFCSP	1/15/2021	5/31/2018	2.50%	2.50%	999,718.18	24,992.95
Total TVI Purchases							5,003,960.68	50,321.17
Pacific Premier CD's								
	11495975	CD	8/10/2020	8/10/2019	2.50%	2.50%	1,000,000.00	24,970.00
Total Cascade Bank CD's							1,000,000.00	24,970.00
TOTAL ALL SECURITIES							\$ 6,003,960.68	\$ 75,291.17
Banner Checking and Savings						0.03% Banner	5,035,178.38	1,510.55
Pacific Premier Savings						0.20% Pacific Premier	3,153,054.25	6,306.11
LGIP - Primary Account						0.16% LGIP	3,442,344.40	5,545.62
LGIP - Bond Proceeds Account						0.16% LGIP	8,324,193.75	13,410.28
Total Accounts							\$ 25,958,731.46	102,063.73

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
November 30, 2020

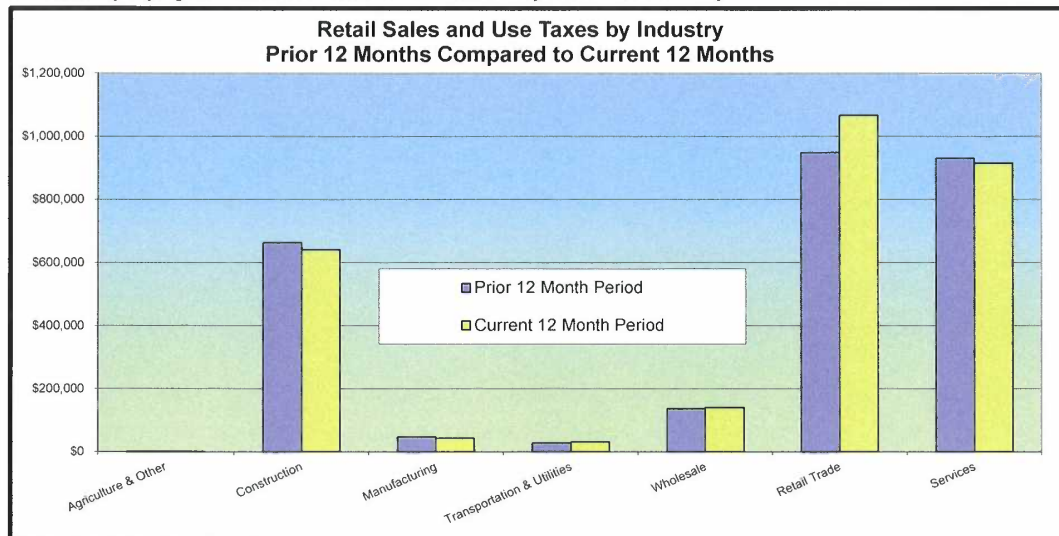


Industry	Prior 12 Months ending November 2019	Current 12 Months ending November 2020	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$606	\$718	18.48%	0.03%
Construction	663,111	640,549	-3.40%	22.59%
Manufacturing (Printing, Publishing, Other Manuf.)	47,758	42,838	-10.30%	1.51%
Transp/Comm/Utilities (Telecomm., Air Transport.)	27,446	30,525	11.22%	1.08%
Wholesale (Lumber, Other Wholesale)	136,751	140,962	3.08%	4.97%
Retail Trade (Eating, Merchandise, Food Stores)	948,175	1,065,828	12.41%	37.58%
Services (Auction, Recreation, Auto Repair, Financial)	930,433	914,577	-1.70%	32.25%
Totals	\$2,754,280	\$2,835,997	2.97%	100%
Increase/(Decrease)		\$81,717	2.97%	



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

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



City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 November 2020

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	34.55	0.00	34.55	0.0%
CONSTRUCTION	90,039.78	4,124.83	94,164.61	32.2%
MANUFACTURING	4,858.76	9.73	4,868.49	1.7%
TRANSPORTATION & UTILITIES	3,064.62	223.49	3,288.10	1.1%
WHOLESALE	13,941.81	77.57	14,019.38	4.8%
RETAIL TRADE	99,313.71	465.40	99,779.11	34.1%
SERVICES	58,655.92	225.69	58,881.60	20.1%
INFORMATION	9,003.81	144.94	9,148.75	3.1%
PUBLIC SERVICES	7.35	8,362.31	8,369.66	2.9%
	278,920.29	13,633.96	292,554.25	100.0%

Signature: Rob Karlinsey
Rob Karlinsey (Feb 17, 2021 20:37 PST)

Email: rkalinsey@kenmorewa.gov

Agenda bill - financial report scan 11-20

Final Audit Report

2021-02-18

Created:	2021-02-18
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAD7uNvdJKnNBwneTZE2IqNJOuXFP3IGv6

"Agenda bill - financial report scan 11-20" History



Document created by Leticia Salcido (lsalcido@kenmorewa.gov)

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Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature

2021-02-18 - 2:39:26 AM GMT



Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)

2021-02-18 - 4:18:36 AM GMT- IP address: 24.22.167.111



Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)

Signature Date: 2021-02-18 - 4:37:17 AM GMT - Time Source: server- IP address: 24.22.167.111



Agreement completed.

2021-02-18 - 4:37:17 AM GMT



POWERED BY
Adobe Sign

Subject/Topic: 2021-2022 King County Local Hazardous Waste Management Program Grant Proposed Council Action/Motion: Authorize City Manager to execute contract 21-C2694 with King County to accept 2021-2022 Local Hazardous Waste Management Program grant funds	For Council Meeting Agenda of: March 8, 2021 Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Manager <u>Initial & Date</u> Approved by Department Head: JG 2/11/21 Approved by City Attorney: N/A Approved by Finance Director: N/A Approved by City Manager: RK via email 2/11 Exhibits/Attachments: Contract 21-C2694
<u>INFORMATION/BACKGROUND:</u> The Local Hazardous Waste Management Plan (LHWMP) 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 LHWMP. The City is an active and valued partner in the regional Local Hazardous Waste Management Program. Kenmore's portion of the LHWMP grant funding is \$23,480.29. The City will use grant funding to organize four citywide household hazardous waste collection and recycling events during 2021 and 2022. At these events, the following materials will be collected and recycled: batteries, CFC appliances, and other hazardous materials if determined to be cost effective.	
<u>FISCAL CONSIDERATION:</u> 100% grant funding; no local City funds will be used to support the residential recycling events.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Environmental Stewardship	

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT		PHSKC Agreement # 6147 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 City of Kenmore			RECIPIENT FEDERAL TAX ID # 91-1912254										
RECIPIENT ADDRESS 18120 68th Avenue NE, Kenmore, WA 98028-2701			RECIPIENT CONTACT & EMAIL ADDRESS Jennifer Gordon; jgordon@kenmorewa.gov										
PHSKC DIVISION EHS		PROJECT TITLE Local Hazardous Waste Management Program											
AGREEMENT START DATE January 01, 2021		AGREEMENT END DATE December 31, 2022		AGREEMENT MAXIMUM AMOUNT \$23,480.29									
FUNDING DETAILS <table border="0"> <tr> <td><u>Funding Source</u></td> <td><u>PHSKC Contract #</u></td> <td><u>Amount</u></td> <td><u>Effective Dates</u></td> </tr> <tr> <td>King County Local Hazardous Waste Management Program</td> <td>NA</td> <td>\$23,480.29</td> <td>Jan 01 2021 TO Dec 31 2022</td> </tr> </table>						<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>	King County Local Hazardous Waste Management Program	NA	\$23,480.29	Jan 01 2021 TO Dec 31 2022
<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>										
King County Local Hazardous Waste Management Program	NA	\$23,480.29	Jan 01 2021 TO Dec 31 2022										
FUNDING SUMMARY FEDERAL: \$0.00		COUNTY: \$23,480.29		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. If the signature date of this Agreement occurs after the Start Date listed on page 1, the Recipient may seek compensation for activities performed as of the Start Date, provided that such activities and expenses are identified in the Scope of Work and Budget and that such compensation is compliant with all other terms of this Agreement.
- E. 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.
- F. 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 reprogramming of under expenditures.
- G. 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. Internal Control and Accounting System

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

4. Debarment and Suspension Certification

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.E., 2.G., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 27, 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. Counterparts and Signatures by Fax or Email

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

27. 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

**Agreement # 6147 EHS
EXHIBIT A
SCOPE OF WORK**

**CITY OF KENMORE
1/1/2021-12/31/2022**

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 Agreement 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 hazardous materials if determined to be appropriate by the City and the Program’s Contract Administrator.

If an event occurs outside of the City’s control that prevents a hazardous waste collection event from occurring, the City will notify the Program’s Contract Administrator. Upon agreement by both parties, the City may opt to provide hazardous waste education instead of the collection event.

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 Agreement 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 Agreement. 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 Agreement, 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
201 S Jackson St, Ste. 600
Seattle, WA 98104
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

Agreement # 6147 EHS

EXHIBIT B

2021-2022 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	2021-2022 Budget	Total
Household Hazardous Waste Activities	\$23,480.29	\$23,480.29
TOTAL	\$23,480.29	\$23,480.29

Footnote: The 2021-2022 budget can be partly or totally spent in either 2021 and/or 2022 but cannot exceed the budget total in these two years.

City of Kenmore

VII. D. Authorize City Manager to execute contract 21-C2694 with King Co...

**INVOICE**

Agreement # 6147 EHS

Exhibit C

Period of Performance: 1/1/21-12/31/22

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 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
Agreement 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	2021-22 Budget	Previously Billed	Current	Cumulative	Balance
HHW Activities	\$23,480.29				\$23,480.29
Total	\$23,480.29				\$23,480.29

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 appliances	
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 Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Granting an Easement to Puget Sound Energy (PSE) for Installation of Electric Service Connection to the Rhododendron Park Boathouse Proposed Council Action/Motion: Motion to grant an easement to PSE to install a power connection for the Rhododendron Boathouse, and authorize the City Manager to sign the easement in a form acceptable to the City Attorney	For Council Meeting Agenda of: 3/8/2021 Department: Community Development Prepared by Rob Sayre-McCord, Parks Project Manager <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>DB 2/25/21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>easement in review</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>N/A</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK 2/25/21</u></td></tr> <tr> <td colspan="2">Exhibits/Attachments:</td></tr> <tr> <td colspan="2">1) Sketch of Easement Location</td></tr> </table>		<u>Initial & Date</u>	Approved by Department Head:	<u>DB 2/25/21</u>	Approved by City Attorney:	<u>easement in review</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 2/25/21</u>	Exhibits/Attachments:		1) Sketch of Easement Location	
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Exhibits/Attachments:															
1) Sketch of Easement Location															
<u>INFORMATION/BACKGROUND:</u> At the 3/8/21 Council meeting, staff recommends that council pass a motion giving authority to the City Manager to grant and execute an easement to PSE. The perpetual easement gives PSE the right to access the easement area to construct utility facilities needed to provide electric service connection to the Rhododendron Park boathouse and access for maintenance of such facilities. Easement language provided by PSE is under review by the City attorney. The City Manager will only sign the easement language once approved by the City attorney. Attachment #1 shows a sketch of the easement location. Staff is continuing to explore options with PSE that may not require an easement from the City to complete the work. As of 2/25/21 no other options have been found. PSE has committed to install utility facilities for electric service connection on or before 3/22/21, contingent on the granting of this easement. Staff recommends that Council grant the City Manager the authority to approve the easement to avoid further delays in completing the boathouse project. PSE is requiring an easement from the city because the conduit carrying the power connection for the boathouse branches off the right-of-way along 68th Ave and down onto city park property. PSE does not require easements for conduit running in the right-of-way but does require them for work on public/private property. The approximately thirty-foot easement will extend from the existing conduit along the eastern edge of 68th Ave and run down the embankment, just south of the 68th Ave bridge, terminating at a newly installed PSE vault to the west of the boathouse access road (see Attachment #1). The conduit will be installed in a manner protecting the existing stormwater culvert. The easement runs through a bare dirt embankment. Any future PSE actions within the easement are unlikely to impact Rhododendron Park and its users. <u>FISCAL CONSIDERATION:</u> PSE has committed to a power install date on or before 3/22/21, contingent on the granting of this easement. If this installation date is delayed the City will continue to incur costs of approximately \$500/week in site security and contractor expenses until the power is connected. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> On 2/22/21 Council adopted 2021—2022 Council Priorities: Council Priority #9 – Implement the Economic Development Plan Council Priority #10 Foster and Create More Fun															



Yellow Line = preexisting conduit

Orange Line = 30' easement area

The easement extends down off 68th Ave to just west, where the connection branches onto park property.

Subject/Topic:

Proclamations in Kenmore

Prepared by: Anastasiya Warhol, City Clerk

Approved by City Manager:

RGK

Exhibits/Attachments:

1. Proclamation Calendar
2. Proclamations Supporting Diversity, Equity and Inclusion (DEI) Reference
3. Proclamations Policy
4. Proclamations Form C-01-21 Sample
5. 3-Year Proclamation History

The City would like to support the Council in determining what kinds of proclamations should be formalized and give Staff a framework to help prepare proclamations in a reasonable and organized manner.

The Challenge: How does the City handle proclamations in a way that

- a) Reflects a current community need or goal
- b) Aligns with Adopted Council goals for the year
- c) Uses Staff and Council time most efficiently

On November 16th, the Council agreed to adopt a Proclamations Calendar. The Council has not had an opportunity to discuss additions or changes to the calendar; the Council is encouraged to do so at this meeting. Also, the Council may choose to adopt a policy that helps the City handle requests for proclamations outside of the adopted calendar. Notably, the proposed policy excludes all emergency proclamations.

A few specific actions are suggested for this evening:

1. Discussion of the current calendar and any additions/consolidations/removals.
2. Discussion and/or decision on adopting a brief proclamations policy.

FISCAL CONSIDERATION:

Staff time and workload is impacted by the number of proclamations heard in the year, as well as the number of unscheduled proclamations.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

A cohesive and collaborative approach to proclamations will aid in aligning proclamations to Council Goals.

Signature: RGK
RGK (Feb 10, 2021 16:47 PST)

Email: rkarkinsey@kenmorewa.gov

20210210163702

Final Audit Report

2021-02-11

Created:	2021-02-11
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABKIg3ZGImBCFhOze--xRnbv3wqgZxbc9

"20210210163702" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-02-11 - 0:43:29 AM GMT - IP address: 50.235.209.34
-  Document emailed to RGK (rkarinsey@kenmorewa.gov) for signature
2021-02-11 - 0:45:23 AM GMT
-  Email viewed by RGK (rkarinsey@kenmorewa.gov)
2021-02-11 - 0:45:39 AM GMT - IP address: 24.22.167.111
-  Document e-signed by RGK (rkarinsey@kenmorewa.gov)
Signature Date: 2021-02-11 - 0:47:46 AM GMT - Time Source: server- IP address: 24.22.167.111
-  Agreement completed.
2021-02-11 - 0:47:46 AM GMT



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 2021 CALENDAR Proclamations Calendar 2021												
COUNCIL GOAL/ PRIORITY	January	February	March	April	May	June	July	August	September	October	November	December
Affordable Housing					Affordable Housing							
Diversity, Equity, and Inclusion (DEI)		Black History Month	Women's History Month			Pride Month, Juneteenth			National Hispanic Heritage Month	Indigenous Peoples' Day	Honoring Veterans, Native American Heritage	
Environmental Sustainability				Arbor Day, Earth Day								
Health and Safety				Sexual Assault Awareness, Child Abuse Prevention	Safe Boating and Paddling Week	National Gun Violence Awareness			National Recovery Month, Fall Prevention Awareness	Domestic Violence Awareness	Hunger and Homeless Awareness	
Multimodal Transportation					Pedestrian and Bike Month							
Celebrating Community and Culture					Kids To Parks		Kenmore Incorporation Celebration Month					
Appreciation and Recognition					Peace Officers Memorial Day							

Proposed Schedule of 2021 Proclamations Promoting DEI and Supporting a Safe, Inclusive, and Welcoming Community

Date	Acknowledgement	Notes	Currently Scheduled as a Kenmore Proclamation?
JANUARY			
18 th of January	MLK Jr. Day of Service	The Martin Luther King Jr. holiday on Jan. 18, 2021, is the 26th anniversary of the day of service that celebrates the Civil Rights leader's life and legacy. Observed each year on the third Monday in January as "a day on, not a day off," MLK Day is the only federal holiday designated as a national day of service to encourage all Americans to volunteer to improve their communities. AmeriCorps has been charged to lead this effort for the last quarter century.	No
19 th of January	National Acknowledgement of Racial Healing	The National Day of Racial Healing was established on January 17, 2017 by the W.K. Kellogg Foundation and is observed every year on the Tuesday following Martin Luther King, Jr. Day. It is a time for communities to come together and take collaborative action on how to heal from the impacts of racism.	No
FEBRUARY			
All Month	Black History Month	Founded in 1926 by Dr. Carter G. Woodson, to encourage the study and preservation of African American history. Black History Month is an important opportunity to acknowledge that Black History is American history, and to honor the accomplishments of influential African Americans.	Yes
MARCH			
All Month	Women's History Month	The first Presidential Proclamation for Women's History Month occurred in 1988. Women's History Month highlights the contributions of women of all races, ethnicities, religious affiliations, and sexual orientations to events in history and contemporary society.	Yes
APRIL			
TBD	YWCA Stand Against Racism Day	Stand Against Racism Day aims to create safe spaces for hard conversations that compel change. Hoping to build an inclusive, welcoming community through collaboration, education and discussion.	No
All Month	Sexual Assault Awareness Month (SAAM)	In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime. The risk is even higher for people of color, refugees, immigrants, LGBTQ and other marginalized community members. SAAM is a time to raise public awareness on this issue.	Yes

All Month	Celebrate Diversity Month	Celebrate Diversity Month honors and celebrates other cultures and populations and encourages residents to take time to recognize the diversity in their workplace, school, home and communities.	No
MAY			
All Month	National Asian American and Pacific Islander Heritage Month	Asian American and Pacific Islander Heritage Month recognizes the contributions and influence of Asian Americans and Pacific Islander Americans to the history, culture, and achievements of the United States.	No
All Month	Older Americans Month	Every May, the Administration for Community Living, part of the United States Department of Health and Human Services, leads our nation's observance of Older Americans Month. The theme for 2021 is "Communities of Strength." Building on this theme, this will focus on the power of connection and engagement in building strong communities for older members of all races, ethnicities, religious affiliations and sexual orientation.	No
JUNE			
All Month	Pride Month	Lesbian, Gay, Bisexual and Transgender Pride Month (LGBT Pride Month) is celebrated annually in June to honor the 1969 Stonewall riots, and works to achieve equal justice and equal opportunity for lesbian, gay, bisexual, transgender, and questioning (LGBTQ) Americans. Staff recommend expanding the related acronym to LGBTQIA+ to be as inclusive as possible.	Yes
19 th of June	Juneteenth	Juneteenth celebrates the emancipation of those who had been enslaved in the United States.	Yes
26 th of July	Americans with Disabilities Act Signed "Disability Independence Day"	National Disability Independence Day commemorates the signing of the Americans with Disabilities Act (ADA). The ADA was signed into law on July 26, 1990, opening the door and breaking down barriers faced every day by individuals with disabilities of all races, ethnicities, religious affiliations and sexual orientations.	No
AUGUST			
SEPTEMBER			
September 15 through October 15	National Hispanic Heritage Month	National Hispanic Heritage Month recognizes the contributions and influence of Hispanic Americans to the history, culture, and achievements of the United States.	Yes
OCTOBER			
11 th of October, 2021	Indigenous Peoples' Day	Indigenous Peoples' Day is a holiday that celebrates and honors Native American peoples and is an official city and state holiday in various localities. As an alternative naming of the U.S. federal holiday of Columbus Day, which honors Italian explorer Christopher Columbus, Indigenous Peoples' Day recognizes that Native people are the first inhabitants of the Americas and	Yes

		commemorates their histories and cultures.	
NOVEMBER			
20 th of November	Transgender Day of Remembrance (TDOR)	TDOR is an annual observance on November 20 that honors the memory of the transgender people whose lives were lost in acts of anti-transgender violence. It is a day to hold vigil for those lost and advocate for transgender rights.	No
27 th of November	Native American Heritage Day	In 2009 President Barack Obama signs “The Native American Heritage Day Resolution,” making the Friday immediately following the fourth Thursday in November as Native American Heritage Day. Staff recommend adopting this proclamation in accordance with <u>RCW 1.16.050</u> which states, “the Friday immediately following the fourth Thursday in November, to be known as Native American Heritage Day.”	Yes
DECEMBER			
10 th of December Or All Month	International Human Rights Day Or Universal Human Rights Month	Human Rights Day on December 10 remembers the day the General Assembly of the UN adopted and proclaimed the Universal Declaration of Human Rights in 1948. It is the most translated document around the world and is available in over 500 languages. It has inspired countries and people alike to start treating every person with the right to life, liberty, property, and the pursuit of happiness. This month is a reminder that the United Nations General Assembly codified the basic human rights of every person. It’s also a time to reflect on the way we treat others, and to do what we can in the fight for equality.	No



CITY OF KENMORE

PROCLAMATIONS POLICY

Introduction

This policy is intended to provide guidance regarding City adopted proclamations. Emergency proclamations do not pertain to this policy and are governed separately under state and local laws. As set forth in more detail below, the City Council will adopt an **annual proclamations calendar**. To the extent possible, the annual proclamation calendar should include only those proclamations that will be read during that year. However, additional proclamations may be requested, and the Mayor, at her/his discretion, may consider requests for additional proclamations when they pertain to a City of Kenmore event, person, organization, or cause with local implications, and meet the applicable policies below.

Policies for City Proclamations

1. The Council will adopt an annual proclamation calendar each year. The calendar of proclamations should comprise most, if not all, of the proclamations that will be read during that year. The calendar is intended to both align yearly proclamations with current Council goals and to improve workload predictability and efficiency. The calendar will be filed with the City Clerk.
2. If a proclamation or its intended cause is not included in the adopted calendar, a person(s) or organization may request to add such proclamation by submitting a completed form "C-01-21" to the City Clerk's office at least three weeks in advance of the requested Council meeting. The City Clerk will serve as the point of contact for all proclamation requests.
3. The Mayor and City Manager (or staff designee) will determine if the proposed proclamation, or certificate of recognition:
 - a. meets the intent of this policy
 - b. is not already addressed in word or spirit by the annual proclamation calendar
 - c. is timely and aligned with the City's mission and the City Council's goals and priorities

4. Proposed proclamations shall not impose a significant workload on City staff. The requestor will submit a completed proclamation using a City template when required by the City Clerk. The requester shall perform the necessary research to verify that any claims, information, or data in the proclamation are accurate. Because information changes, City staff shall not accept a proclamation from a prior year as a completed submittal—the requestor is still required to perform the necessary research and update the proposed proclamation to be current.
5. The City retains the right to approve and determine if the proclamation or certificate of recognition will or will not be issued.
6. If approved, the requested proclamation will be under “Proclamations” on the City Council agenda *if* the requestor (or designated representative) is present at the City Council meeting to receive the proclamation. The requestor must confirm with the City no later than five calendar days before the meeting that they or their designated representative will be attending the meeting. The Mayor will read the proclamation and may allow the requestor to say a few words (no more than three minutes) about the proclamation. If the requester or designated representative cannot attend the City Council meeting to receive the proclamation (or if the City Clerk does not receive confirmation of attendance by the deadline stated above), the Mayor or City Manager may choose to place the proclamation on the Consent Agenda as “Receive and File.”
7. The City is not obligated to publish the proclamation via a press release or other media channel.
8. While a proclamation may be associated with a specific event, a proclamation signed by the City does not imply City participation in, endorsement, or sponsorship of the event or any activities associated with the event; nor is the City responsible for any statements or claims made in the proclamation.
9. The City retains the right to modify, edit, or otherwise amend the proposed proclamation.
10. Once approved, the proclamation will be included on the appropriate Council agenda.
11. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.

REFERENCE:

Current Proclamations Calendar

DRAFT

	01-21	FORM C-	PROCLAMATION REQUEST
TOPIC OF PROCLAMATION (EVENT, PERSON, CAUSE BEING RECOGNIZED): 			
PLEASE DESCRIBE YOUR REASONS FOR REQUESTING THIS PROCLAMATION: 			
PURPOSE OF PROCLAMATION: ☐ Recognize Community Member(s) or Organization ☐ Ask for Community Support for Local Cause ☐ Announce Local Event			
INDIVIDUAL, AGENCY, OR ORGANIZATION SPONSORING THE REQUEST: 			
COUNCIL MEETING DATE REQUESTED: _____			
DO YOU REQUEST THE DOCUMENT BE? ☐ Read at a City Council Meeting ☐ Mailed to the Address Below ☐ Held for Pick up at City Hall			
INDIVIDUAL OR REPRESENTATIVE ATTENDING COUNCIL MEETING TO RECEIVE THE DOCUMENT: 			
Name	Title	Phone	
REQUESTED BY:			
Name	Email		
Address	Phone		
Please attach copy of your proposed proclamation to this application and email the City Clerk at awarhol@kenmorewa.gov. Requests Proclamations must be submitted three (3) weeks prior to the requested Council Meeting date.			
For Office Use Only Date Request Received: _____ Approved: _____ Not Approved: _____ Applicant Notified: _____ Council Meeting Date: _____			

PROCLAMATIONS			
Council Meeting	Date	Date Signed	Effective Date(s)
	18-04-23	May 19-25, 2018	Safe Boating and Paddling Week - May 19-25, 2018
	18-09-24	September 24-30, 2018	Diaper Need Awareness Week - September 23-29, 2019
	18-01-29	February, 2018	Childrens Dental Health Month - February 2019
	18-02-26	March 5 - 9, 2018	Principal Vicki L. Sherwood Week
	18-03-19	April, 2018	Sleep Awareness Month
	18-03-26	April, 2019	Sexual Assault Awareness Month
	18-04-23	May, 2018	Bike Month
	18-05-01	May 14-18, 2019	Affordable Housing Week - May 14-18, 2018
	18-05-19	18-05-14	Kids to Parks Day - May 19, 2018
	18-06-18	June 24-30, 2018	Pride Week
	18-09-10	September, 2018	National Recovery Month
	18-09-24	October 1-6, 2018	Seaplane Week
	18-10-08	October, 2018	Domestic Violence Awareness Week
	19-02-11	February, 2019	Childrens Dental Health Month - February 2019
	19-02-12	April, 2019	Sexual Assault Awareness Month - April 2019
	19-02-25	February, 2019	Thank you to NUD, NEMCO, City and Police
	19-05-13	May 13-17, 2019	Affordable Housing Week - May 13-17, 2019
	19-05-13	May 18, 2019	Kids to Parks Day - May 18, 2019
	19-05-13	May 18-24, 2019	Safe Boating and Paddling Week - May 18-24, 2019
	19-05-20	June 14, 2019	National Gun Violence Awareness Day - Friday, June 7, 2019
	19-06-10	June 08, 2019	Ted Christensen Day - June 14, 2019
	19-06-17	June 24-30, 2019	Pride Month June 2019
	19-07-01	All of 2019	Inglewood Gold Club - 100 Year Anniversary
	19-09-16	September 23-29, 2019	Diaper Need Awareness Week - September 23-29, 2019
	19-09-16	September, 2019	National Recovery Month - September 2019
	19-09-23	October, 2019	Domestic Violence Awareness Week - October, 2019
	19-09-23	October, 2019	Northshore Schools Foundation - All in for Kids Month - October, 2019
	19-11-12	Present and Future	Recognizing Sno-King Watershed Council
	20-02-24	February, 2020	Black History Month February 2020
	20-02-24	March, 2020	Women's History Month March 2020
	20-03-05		20-01 Declaring an Emergency
	20-03-05		20-02 Pandemic and Public Health Emergency Response and Recovery Policy
	20-03-05		Emergency Proclamation COVID-19
	20-03-11	May 16-22, 2020	Kenmore Safe Boating and Paddling Week
	20-03-15		20-07 Face Covering Directive
	20-03-16		20-02.1 Amendment to Pandemic and Public Health Emergency Response and Recovery
	20-03-16		20-03 Temporary Moratorium on Residential Evictions
	20-03-23		20-04 Temporary Suspension of Plastic Bag Policy
	20-03-26	June 02, 2020	National Gun Violence Awareness Day - June 2, 2020
	20-03-26	June, 2020	Pride Month
	20-04-08		20-03.1 Temporary Moratorium on Residential Evictions to May 4
	20-04-08		20-05 Temporary Suspension of City in Person Rules and Requirements
	20-04-09		20-04.1 Temporary Suspension of Plastic Bag Policy to May 4
	20-04-13	April 24, 2020	Arbor Day April 24, 2020
	20-04-13	April 22, 2020	Earth Day - April 22, 2020
	20-04-13	April, 2020	Sexual Assault Awareness Month - April, 2020
	20-04-13		20-06 Temporary Moratorium on Small Business and Non Profit Evictions to May 4
	20-04-27		20-03.02 Temporary Moratorium on Residential Evictions to June 4
	20-04-27		20-06.1 Temporary Moratorium on Small Business and Non Profit Evictions to June 4th
	20-06-03		20-05.1 Suspension of In Person Rules until August 1
	20-06-03		20-04.2 Temporary Suspension of Plastic Bag until August 1
	20-06-03		20-05.1 Suspension of In Person Rules until August 1
	20-06-03		20-06.2 Temporary Moratorium on Small Business until August 1
	20-06-03		20-03.3 Temporary Moratorium on Residential Evictions until August 1
	20-06-08	June 19, 2020	Juneteenth - June 19, 2020
	20-07-27	Future	Gold Proclamation
	20-07-27	Present	19th Amendment Proclamation
	20-07-31		20-06.3 Temporary Moratorium on Small Business & Non Profit Evictions per Gov's Proc 20-19
	20-07-31		20-05.2 In-Person Meetings and Gatherings Rules and Requirements (OPMA & PRA)
	20-07-31		20-03.4 Temporary Moratorium on Residential Evictions to coincide with future Gov's Proc 20-19
	20-07-31		20-02.2 Amendment to Pandemic and Public Health Emergency Response and Recovery Policy
	20-07-31		20-04.3 Temporary Suspension of Plastic Bag Extended
	20-07-31		20-06.3 Temporary Moratorium on Small Business & Non Profit Evictions per
	20-10-05	October, 2020	Proclamation for Domestic Violence Awareness Month October 2020
	20-10-12	October 12-16, 2020	Proclamation for Affordable Housing Week October 2020