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

City of Kenmore
City Council Regular Council Meeting
7:00 p.m., Monday, March 9, 2020
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

A. Fire District Administration Consolidation - Fire Commissioner David Maehren

B. Recreation Guide and Programming - Rita Moreno, Recreation Coordinator
Memo

C. Introduce Lauren Chomiak, Communications Specialist - Nancy Ousley, Assistant City Manager

VI. CITIZEN COMMENTS

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

VII. CONSENT AGENDA

A. Checks #44393 through #44464 in the amount of $459,721.03. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 2/14/20 in the amount of $155,415.62. Payroll Check #10155 dated 2/14/20 in the amount of $352.26.
Checks

B. January 10-11, 2020 City Council Retreat Report, Including City Council

Priorities
Agenda Item

C. Authorize the Interlocal Agreement with the City of Marysville for the Rental of Outdoor Video Services for Movies at the Square Event Series
Agenda Item

D. Authorize the City Manager to Execute Contract 20-C2137 with Puget Sound Energy for 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project
Agenda Item

E. Authorize the City Manager to Execute Contract 16-C1625 Amendment #4 with HDR Engineering, Inc. for Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project
Agenda Item

F. Authorize the City Manager to Enter Into an Agreement with the Washington State Patrol for the West Sammamish Bridge
Agenda Item

VIII. BUSINESS AGENDA

A. Direction on Rhododendron Park Boathouse Bid Award - Rob Sayre-McCord, Parks Project Manager
Agenda Item

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XI. ADJOURNMENT

Upcoming Meetings:

A. Monday, March 16, 2020 - Regular Council Meeting (6:30 p.m. start for Executive Session)
Monday, March 23, 2020 - Regular Council Meeting - Canceled
March 17, 2020 at 7:00 p.m. Financial Sustainability Plan Public Meeting
Monday, April 6, 2020 - Special Council Meeting for Jurassic Parliament Training - Time to be Determined

City Of Kenmore, Washington

Memorandum

To: Rob Karlinsey, City Manager
From: Rita Moreno, Recreation Coordinator
Date: February 28, 2020
Subject: Recreation Programming

One of the goals of the Recreation Coordinator position is to create and maintain a recreation brochure. On March 9th I will be presenting our new recreation brochure. This brochure features our city parks, trails and hiking, facility rentals, events and more. Another goal is to help nonprofit and for profit organizations develop new recreation programs. Below is a chart with new recreation programming for 2020 as well as returning programs that have decided to expand their offerings in our city.

2020 Recreation Programming	Program description	Location
Camp PlayOut (new)	Outdoor Summer Camp @ Moorlands ages 6-12	Linwood
Nature Friends Outdoor School (new)	Year-round program for ages 3-6, focus on free time and seasonal nature curriculum	Linwood
Incrediflix (New)	Children will work in age appropriate groups and go through all of the steps that Hollywood producers go through from "Action" to "That's a Wrap!" Programs focus on creativity, cooperation, and fun!	Hangar
Preschool Music and Movement (New)	child and parents sing, move, dance, and play instruments	City Hall
Skate Like a Girl (returning)	Youth skate camp	Jack Crawford
Skyhawks Camps (returning)	Outdoor camp @ Rhododendron	Rhododendron
SUP Summer Camp (new)	Stand up paddle board youth camp	Log Boom Park
SUP Yoga (new)	Stand up Paddle board Yoga- need a spot where we can store paddle boards	Squires
Super Tots Soccer (New)	Soccer Camp for ages 18 months - 5yrs, develop motor skills and self-confidence; older classes focus more on developing core soccer skills and personal focus.	Rhododendron
Yoga in the Park (New)	fitness class for all fitness levels	Rhododendron

In 2019 we had over 2,761 youth and adults participate in our recreation programs which included Skate Like A Girl, Skyhawks, WhatsSup, and YMCA Summer Lunch. For 2020 we have added more programming and we are looking forward to another successful summer.

Voucher Certification and Approval

City of Kenmore
DATE RANGE:
02/08/2020-02/21/2020

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 44393 through 44464: $459,721.03

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 2/14/2020: $155,415.62

Payroll Check #10155 dated 02/14/2020: $ 352.26

City Manager / Date

2/21/2020
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
NORTHEND TRUCK EQUIPMENT CO., LLC	44393	02/11/2020	Snow plow replacement parts	1,501.25
NORTHSHORE SCHOOLS FOUNDATION	44394	02/11/2020	Contract 19-C2020 Human Services Funding	1,000.00
PUGET SOUND FINANCE OFFICERS ASSOC	44395	02/12/2020	PSFOA Meeting Registration	80.00
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	44396	02/14/2020	City of Kenmore 401a Loan	16,898.87
ICMA RETIREMENT TRUST 457 / 304745	44397	02/14/2020	ICMA 457 Deferred Comp	5,737.70
STATE OF FLORIDA DISBURSEMENT UNIT	44398	02/14/2020	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	44399	02/14/2020	Employee Charitable Contribution	53.00
A+ CONFERENCING	44400	02/21/2020	Conference Calls	35.52
AGORA REFRESHMENTS	44401	02/21/2020	PW Office Servicing of Filtered Water System	112.64
ALL THINGS HR, LLC	44402	02/21/2020	Jan. HR Consulting	70.00
AMERICAN PLANNING ASSOCIATION	44403	02/21/2020	4/1/20-3/31/21 Bent & Anderson Membership Dues	1,336.00
AURORA RENTS	44404	02/21/2020	Rental for Public Works Yard Drainage Project	145.33
AUTOMATED CONTROLS	44405	02/21/2020	City Hall HVAC Maintenance	1,551.00
BANNER BANK BAKER	44406	02/21/2020	Oyster & Thistle LaConner/Natl. League of Cities	1,714.70
BANNER BANK NO	44407	02/21/2020	Chambermaster/Shutterstock/VCITA/Pagliacci	315.43
BANNER BANK RK	44408	02/21/2020	LaConner Inn/Gourmondo Catering/Hampton Inn	3,219.50
BEST BEST & KRIEGER LLP ATTORNEYS AT LAW	44409	02/21/2020	Jan. Legal Svcs19-C2095 Frontier Franchise	8,558.22
BUREAU VERITAS	44410	02/21/2020	Hangar/Sr. Center/Post Office & CH Bldg Assessment	9,900.00
CALPORTLAND COMPANY	44411	02/21/2020	Sand for Stock	192.70
CAROLYN LAW	44412	02/21/2020	19-C2059 Parks Projects Public Art Svcs	800.00
CHANCERY CIVIC LLC	44413	02/21/2020	Financial Sustainability Mtg. Expense Reimb.	72.60
COMCAST	44414	02/21/2020	Feb. City Hall/Hangar & Incubator Phone Svc.	2,572.63

DEBO, ALEXANDER	44415	02/21/2020	Refund Hangar Deposit for Susan Harrison 12/23/19	150.00
DFR LAW GROUP, LLC	44416	02/21/2020	December Conflict Counsel	600.00
GALLATIN PUBLIC AFFAIRS	44417	02/21/2020	Feb. Media Relations/Marketing Svcs	3,500.00
GRAINGER	44418	02/21/2020	Sandbags & Marking Paint	155.03
HOME DEPOT CREDIT SERVICES	44419	02/21/2020	Park Materials & Vehicle Maintenance	233.66
HYAS GROUP, LLC	44420	02/21/2020	19-C2088 457b & 401a Plan Consulting Svcs	3,750.00
iWORQ SYSTEMS	44421	02/21/2020	Annual Franchise Utility Permit Software	2,800.00
JET CITY PRINTING	44422	02/21/2020	City Logo "Thank You" Cards	201.85
KARLINSEY, ROB	44423	02/21/2020	January Mileage Reimbursement	150.08
KEIM, JEANNIE	44424	02/21/2020	Refund of Hangar Reservation Deposit	150.00
KENMORE COMMERCIAL LLC	44425	02/21/2020	March Incubator Bldg. Lease Payment	3,367.04
KENMORE ELEMENTARY PTA	44426	02/21/2020	4th Qtr Human Svcs Funding	1,250.00
KING COUNTY FINANCE	44427	02/21/2020	Jan. Adult/Juv. Detention Maint/Work Release	4,562.90
KING COUNTY SHERIFF	44428	02/21/2020	December School District & Town Green Overtime	12,584.56
LAKEPOINTE, INC.	44429	02/21/2020	Prop. Acquisition for W. Samm. Bridge Proj.	24,000.00
LAKESIDE INDUSTRIES	44430	02/21/2020	EZ Street Cold Patch Asphalt	914.10
LIGHTHOUSE CONSULTING INC	44431	02/21/2020	Jan. Back-Up/Web Hosting/Archiving/Protection/IT	10,003.40
MCNAMARA SIGNS	44432	02/21/2020	Logboom/Marina Access Sign	1,420.29
MINUTEMAN PRESS	44433	02/21/2020	Bridge & Parks Signs/Postcards & Postage	9,295.98
MORUP SIGNS, INC.	44434	02/21/2020	Bridge Sign	456.51
MUNIMANAGE, LLC	44435	02/21/2020	17-C1809 Jan. Public Works Consulting Svcs	3,960.00
NORTHSHORE UTILITY DIST	44436	02/21/2020	11/30-1/31 Water/Sewer/Irrigation Charges	2,164.93
NORTHSHORE UTILITY DIST	44437	02/21/2020	Snow Removal 1/14-1/15/20	3,338.88
NORTHSHORE UTILITY DIST	44438	02/21/2020	Jan. Fleet Fuel & Maintenance	5,127.22
OFFICE DEPOT	44439	02/21/2020	Notebooks	35.84
OFFICE DEPOT	44440	02/21/2020	Misc. Office Supplies	608.66
OFFICE DEPOT	44441	02/21/2020	Misc. Office Supplies	92.31
OFFICE DEPOT	44442	02/21/2020	Office Supplies	44.18
OFFICE TEAM	44443	02/21/2020	Front Desk Temp. Svc. Week Ending 9/20/19	72.60
PIONEER TOWING COMPANY	44444	02/21/2020	Prop. Aquisition/W. Sammamish Bridge Project	138,000.00
PIXELEYES GRAPHICS & DESIGN	44445	02/21/2020	19-C2107 Winter 2020 Newsletter	780.00
PRECISION PLUMBING AND HEATING	44446	02/21/2020	Cancelled Permit PLU20-0080	165.90
PUGET SOUND ENERGY	44447	02/21/2020	12/13/19-1/14/20 City Hall Electricity & Street Lts.	11,606.26
REPUBLIC SERVICES	44448	02/21/2020	Jan. Hangar Bldg. Solid Waste Svc.	592.59
RESOURCE EXPLORATION, LLC	44449	02/21/2020	PBB Annual Renewal	20,000.00
SARAH ROBERTS	44450	02/21/2020	January Prosecution Services	11,759.54
SEATTLE TIMES	44451	02/21/2020	Ad for Bids - Simonds Overlay & Legal Notice of Appl.	372.41
SHRED IT USA LLC	44452	02/21/2020	Monthly Shredding Service	80.80
SMS CLEANING, INC.	44453	02/21/2020	City Hall/Hangar Bldg. & PW Office Janitorial Svc	6,495.00

STAPLES ADVANTAGE	44454	02/21/2020	Maintenance Supplies	213.77
STEWART MACNICHOLS HARMELL, INC.	44455	02/21/2020	January Public Defense Services	5,000.00
THE WATERSHED COMPANY	44456	02/21/2020	19-C2061 EIS Consulting for St. Edward Ballfields	9,287.50
TOTAL LANDSCAPE CORP	44457	02/21/2020	December Parks' Landscape Maintenance	2,255.00
TOWN CENTER HARDWARE	44458	02/21/2020	PW Materials Purchased in January	100.16
UPS STORE KENMORE	44459	02/21/2020	Shipping Charges for Hard Drive 1/22/20	13.44
UTILITIES UNDERGROUND LOCATION CTR	44460	02/21/2020	January Utility Locates	167.70
VSS INTERNATIONAL INC.	44461	02/21/2020	19-C2033 Slurry Seal Project - 10/1/19-1/10/20	72,923.00
YSI INCORPORATED, A XYLEM BRAND	44462	02/21/2020	Stream Monitoring Equipment Calibration	1,699.78
EARTHCAM	44463	02/21/2020	Construction Camera Installation & Web Hosting	15,715.73
SOFTWAREONE, INC.	44464	02/21/2020	2020 Microsoft Office 365 Software Licenses	11,360.34
DRS 457	DFT0000607	02/14/2020	DRS 457 Deferred Comp	263.91
DRS 457	DFT0000608	02/14/2020	DRS 457 Deferred Comp	1,645.00
AVIDIA HEALTH	DFT0000609	02/14/2020	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000610-15	02/14/2020	Public Employees Retirement	30,824.84
NAVIA	DFT0000616	02/14/2020	Employee Flexible Spending Account	416.15
BANK OF AMERICA 941	DFT0000617	02/14/2020	Federal Taxes	17,488.81
MILLIGAN, ROBERT	10155	2/14/2020	Payroll	352.26
PAYROLL	**Electronic Dep.**	**2/14/2020**	**Direct Deposit**	104,676.91
TOTAL				**$ 615,488.91**

City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2020 - 02/21/2020

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1,336.00
0054	BULGER SAFE & LOCK, INC.	54.50
0064	CASCADE PEST CONTROL	143.00
0076	CITY OF BELLEVUE	13,236.25
0083	CITY OF LAKE FOREST PARK	48,111.00
0092	CODE PUBLISHING COMPANY	442.30
0111	DEPARTMENT OF ECOLOGY	18,077.85
0121	REPUBLIC SERVICES	1,605.90
0130	EMPLOYMENT SECURITY DEPARTMENT	1,849.87
0151	CALPORTLAND COMPANY	783.49
0173	HOME DEPOT CREDIT SERVICES	233.66
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	11,374.11
0197	JET CITY PRINTING	375.10
0205	KENMORE HERITAGE SOCIETY	25.00
0213	KING COUNTY ANIMAL SVCS	875.00
0216	KING COUNTY FINANCE	500.00
0219	KING COUNTY FINANCE	13,959.30
0233	KING COUNTY SHERIFF	12,584.56
0251	LIGHTHOUSE CONSULTING INC	19,681.48
0261	PENDLETON CONSULTING LLC	4,200.70
0285	NORTHSHORE FIRE DEPT	200.00
0286	NORTHSHORE SCHOOL DISTRICT	95,157.00
0287	NORTHSHORE SENIOR CENTER	8,400.00
0288	NORTHSHORE UTILITY DIST	12,249.10
0290	NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
0292	HONEY BUCKET	383.90
0300	OFFICE DEPOT	2,132.55
0310	PACIFIC TOPSOILS	440.05
0314	PETTY CASH CUSTODIAN	400.31
0327	PUGET SOUND CLEAN AIR AGENCY	18,889.00
0328	PUGET SOUND ENERGY	27,533.19
0329	PUGET SOUND FINANCE OFFICERS ASSOC	130.00
0345	SEATTLE TIMES	666.19
0355	STAPLES ADVANTAGE	850.26
0357	STEWART MACNICHOLS HARMELL, INC.	10,000.00
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	7,280.45
0371	UNITED STATES POSTMASTER	1,817.64
0375	US POSTAL SERVICE (HASLER)	4,422.83
0385	WA ASSOC OF BUILDING OFFICIALS	70.00
0387	WA CITIES INSURANCE AUTHORITY	329,569.00
0401	WA STATE DEPT OF TRANSPORTATION	143.26
0405	WASHINGTON STATE OFFICE CASH MGMT	483.00
0412	COLUMBIA RIDGE LANDFILL	2,596.50
0424	ICMA RETIREMENT TRUST 457 / 304745	23,109.73
0425	DRS 457	7,630.36
0426	AFLAC	360.00
0428	BANK OF AMERICA 941	70,864.16
0429	AWC EMPLOYEE BENEFITS	60,541.72
0431	DEPARTMENT OF RETIREMENT SYSTEMS	124,034.13
0432	DEPARTMENT OF LABOR AND INDUSTRIES	4,487.30
0434	UNITED WAY OF KING COUNTY	212.00

Vendor Purchasing Report **For Date Range 01/01/2020 - 02/21/2020**

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0436	NATIONAL LIFE OF VERMONT	123.17
0448	UPS STORE KENMORE	13.44
0450	AURORA RENTS	1,685.33
0685	PACE ENGINEERS, INC.	6,689.50
0690	BUILDERS EXCHANGE OF WASHINGTON INC	174.30
0692	HDR ENGINEERING, INC	60,046.14
0696	AMERICAN GENERAL LIFE GPO/400S	279.92
0699	BANNER BANK DB	333.99
0743	BANNER BANK NO	3,091.38
0764	OUSLEY, NANCY	86.08
0781	QUALITY BUSINESS SYSTEMS INC.	1,418.26
0791	NORTHSHORE ROTARY CLUB	231.00
0817	GRAINGER	1,782.19
0851	EVER MARK, LLC	310.20
0858	A+ CONFERENCING	86.11
0892	JACOBS ENGINEERING GROUP	17,252.24
0899	SHRED IT USA LLC	80.80
0912	ALCALDE & FAY	5,018.67
0913	KENMORE ELEMENTARY PTA	1,250.00
0981	COMCAST BUSINESS	369.34
0994	GORDON THOMAS HONEYWELL	4,008.67
1003	iWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	100.16
1047	SARAH ROBERTS	23,322.51
1114	PHSI PURE HEALTH SOLUTIONS INC.	101.09
1116	FRONTIER	1,231.77
1123	AM TEST, INC	225.00
1140	PAWS	384.00
1148	AGORA REFRESHMENTS	112.64
1197	MILLER STEPHENS, MARY	2,500.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	1,100.00
1267	AUTOMATED CONTROLS	1,551.00
1269	KAMINS CONSTRUCTION INC.	7,047.24
1293	THE WATERSHED COMPANY	9,287.50
1299	VERIZON WIRELESS	526.66
1309	BANNER BANK BAKER	1,714.70
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2,100.00
1331	KBA INC.	2,045.44
1339	STATE OF WA DEPARTMENT OF LICENSING	0.44
1356	KARLINSEY, ROB	150.08
1357	KENMORE COMMERCIAL LLC	10,101.12
1358	ALPHAGRAPHICS	265.36
1372	AAA PRINTING	922.14
1385	CITYWORKS/ AZTECA SYSTEMS INC.	4,100.00
1390	UTILITIES UNDERGROUND LOCATION CTR	167.70
1403	OSBORN CONSULTING INC.	46,720.42
1431	BRIEN, GAYLYNN	50.00
1452	CITY OF KENT	500.00
1459	FLEMINGS HOLIDAY LIGHTING LLC	5,174.70
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	25.00
1504	SCORE	35,334.77
1555	LINCOLN NATIONAL LIFE INSURANCE	1,357.81
1581	STARDOM SERVICES, INC.	555.00
1606	GALLATIN PUBLIC AFFAIRS	3,500.00
1657	STEWART TITLE COMPANY	258,326.30
1673	KPFF CONSULTING ENGINEERS	46,334.35
1689	MOTT MACDONALD GROUP, INC.	103,181.53
1704	BANNER BANK RK	3,853.46

Vendor Purchasing Report **For Date Range 01/01/2020 - 02/21/2020**

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1711	SOFTWAREONE, INC.	11,360.34
1718	RESOURCE EXPLORATION, LLC	20,000.00
1738	MUNIMANAGE, LLC	5,280.00
1814	YSI INCORPORATED, A XYLEM BRAND	1,699.78
1816	NAVIA	8,164.60
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	675.53
1838	AVIDIA HEALTH	400.00
1889	WILLIAMS, KASTNER & GIBBS PLLC	11,226.71
1901	NORTH COAST ELECTRIC COMPANY	867.96
1908	VAUGHAN, KENT	400.00
1914	MCNAMARA SIGNS	1,420.29
1930	T MOBILE USA, INC.	770.28
1960	WALTER E. NELSON CO.	408.87
1964	EARTHWORKS	4,722.55
1980	HRA VEBA TRUST	18,182.55
1985	CONTRACT LAND STAFF LLC	4,467.91
1993	HYAS GROUP, LLC	3,750.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	12,062.50
2009	O'CONNOR CONSULTING GROUP, LLC	14,000.00
2024	DFR LAW GROUP, LLC	600.00
2048	SMS CLEANING, INC.	6,495.00
2081	SHANNON & WILSON, INC.	5,885.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2119	PIONEER TOWING COMPANY	138,000.00
2120	LAKEPOINTE, INC.	24,000.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	68,846.48
2143	ERIK D PLUMBER LLC	165.00
2156	ASSOCIATED PETROLEUM PRODUCTS INC.	1,536.49
2161	BENNETT GOLD, TOBIN	4,035.47
2167	APWA/WA CHAPTER	1,500.00
2175	ELECTRONIC BUSINESS MACHINES	459.37
2176	CANON FINANCIAL SERVICES, INC.	265.84
2209	MORUP SIGNS, INC.	456.51
2211	PRECISION FUEL SOLUTIONS	1,237.50
2214	CAROLYN LAW	6,312.50
2221	O'REILLY/FIRST CALL	58.27
2222	GRADE, INC.	1,030.24
2236	COMCAST	5,145.26
2242	MARY'S PLACE	7,334.00
2249	KING COUNTY BAR ASSOCIATION	250.00
2253	CHANCERY CIVIC LLC	11,208.60
2254	U.S. BANK PURCHASE CARDS	8,227.56
2259	MINUTEMAN PRESS	9,941.08
2270	LAKESIDE INDUSTRIES	914.10
2283	VSS INTERNATIONAL INC.	72,923.00
2285	QUALITY WATER FINANCIAL	131.90
2295	ALL THINGS HR, LLC	70.00
2311	BEST BEST & KRIEGER LLP ATTORNEYS AT LAW	9,019.72
2313	MANAGEMENT PARTNERS	6,530.00
2318	PIXELEYES GRAPHICS & DESIGN	780.00
2333	NORTHEND TRUCK EQUIPMENT CO., LLC	1,062.33
2334	NORTHSHORE YOUTH SOCCER ASSOC.	44.00
2335	DEBO, ALEXANDER	150.00
2336	CHRISTEN ESTATES, LLC	15,000.00
2337	HUANG, ANGELINA	7,500.00
2339	EE-NA ENTERPRISES, LLC	1,147.75
2340	MOJO STRATEGIES	10,125.00

Vendor Purchasing Report **For Date Range 01/01/2020 - 02/21/2020**

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2341	ALLIANCEONE RECEIVABLES MGMT INC	350.93
2342	RAINBOW TOWING	302.50
2344	DZHENKOV, PETAR	275.00
2345	DEOL, GUR RAJ	275.00
2346	DILLON, MARGARET	550.00
2347	HOUSING AUTHORITY OF KING COUNTY WA	3,525.00
2348	ARROWHEAD PARK VISTA CONDOMINIUM ASSOCIATI(	2,150.00
2349	SSI & MHA CORPORATION	9,755.00
2352	EARTHCAM	15,715.73
2353	NORTHSHORE SCHOOLS FOUNDATION	1,000.00
2355	BUREAU VERITAS	9,900.00
2356	KEIM, JEANNIE	150.00
2359	PRECISION PLUMBING AND HEATING	165.90
	Vendor Set Vendor Set 01 Total:	**2,257,735.51**

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: January 10-11, 2020 City Council Retreat Report, including City Council Priorities	For Council Meeting Agenda of: March 9, 2020 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager
Move to: Approve January 10-11, 2020 City Council Retreat Report, including City Council Priorities for 2020-2021	Initial & Date Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: RK Exhibits/Attachments: January 10-11, 2020 City Council Retreat Report, including City Council Priorities for 2020-2021.

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

INFORMATION/BACKGROUND:

The Kenmore City Council held its annual retreat on January 10 and 11, 2020. At the retreat, the City Council discussed updates to its priorities for 2020-2021. These priorities are found in the attached retreat report and shown as follows:

Council Priorities for 2020-2021

1. **Focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.**
   -Implement the Sidewalk Plan
   -Target Zero
2. **Increase and preserve the options for affordable housing stock.**
3. **Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration.**
4. **Implement the Walkways and Waterways projects.**
5. **Create and implement a Financial Stability Plan.**
6. Support Bus Rapid Transit on 522.

7. Implement the Economic Development Plan, with an emphasis on the following key points:
    - Advance Public's Access to Water
    - Create a vibrant walkable downtown
    - Attract new businesses and support existing businesses
    - Promote the Image of Kenmore
8. Foster and create a welcoming, diverse, affirming community celebrating culture and fun.
9. Engage and educate the community on growth and development in Kenmore.
10. Continue to implement a Parks Capital Improvement Plan.
11. Continue to seek opportunities to complete a successful Lakepointe Project.

PENDLETON CONSULTING, L.L.C.

MICHAEL R. PENDLETON Ph.D.

34225 BRIDGEVIEW DR. N.E.
KINGSTON, WASHINGTON 98346
Phone (360) 638-1179
Fax (360) 638-1779
Cell (360) 271-0359
e-mail: mpendleton@telebyte.com
pendletonconsultingllc@msn.com
www.pendleton-consulting.com

THE

KENMORE CITY COUNCIL

ANNUAL RETREAT

January 10th and 11th
2020

Summary Report

Introduction

The Kenmore City Council annual retreat was held on January 10th and 11th, 2020 at the La Conner Country Inn in La Conner, Washington. The retreat is located and structured to provide an uninterrupted forum for in-depth discussion of selected issues. The purpose of this retreat was to discuss, key projects and policy issues identified by the participants during a pre-retreat interview to establish the agenda. In addition, this retreat focused on establishing goals and objectives for 2020 and 2021. The following agenda guided the discussions during this council retreat:

1. 2020 Department Work Plans-Overview
2. St. Edward Ballfield
3. Fiscal Topics
4. West Sammamish Bridge
5. Environment
6. Affordable Housing
7. Lakepointe
8. Transportation and Downtown
9. Aquatic Center
10. City Council Rules and Procedures
11. General City Issues
12. Council Priorities for 2020 and 2021

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

2020 Department Work Plans

The retreat opened with a review and brief discussion of the 2020 work plans for the various city departments. The City Manager noted that the decision to bring the Public Works Department "in house" has improved the quality of work, responsiveness to emerging events and increased the amount of work accomplished. A full spread sheet of detailed work plans for each department was provided for participants review.

St. Edward Ball Field

The participants next discussed current status of the St. Edward ball field project. The costs associated with the project were briefly reviewed noting that the total cost of an EIS assessment and other costs is expected to reach $361,000.

Several participants noted the high level of public interest in the project and their appreciation for the interest. The pros and cons of proceeding with the project were discussed including the need for ball fields, the environmental impacts of proceeding with the build of a ball field, the total costs of the project and other key elements. It was noted that this issue will be discussed further at meeting set for February 3rd, 2020.

Fiscal Topics

Updated 6-year forecast. This session opened with a presentation by the City Manager and Finance Director updating the six-year budget forecast. It was noted that expenses will exceed revenues (lines crossing) within in the next couple of years so it will be imperative to adopt a financial sustainability plan soon.

Financial Sustainability Plan. The next session focused upon the results of a survey conducted within the Kenmore community concerning fiscal issues. A representative from Management Partners presented the findings of an independent six-year financial forecast.

West Sammamish Bridge

The participants next discussed West Sammamish Bridge project. The importance of various alternative approaches to construction and the project were noted. It was noted that due to a variety of influences, project costs have gone up significantly and bids came in higher than expected. A memo provided by Public Works Engineering was provided to the participants and reviewed. Included in the memo is a proposed strategy to proceed with the project. The "additive alternate in the bid package was discussed, including whether to award it now or perhaps later in the project. The importance of this project to the community cannot be overstated and the participants are committed to its completion.

Environment

The participants next discussed a number of key issues related to the environment and the importance of environmental protection and stewardship.

Climate Action Plan. Participants first discussed the nature and importance of creating a Kenmore Climate Action Plan. A proposal for the plan was presented and discussed. The proposal drew upon other climate action plans from other jurisdictions. A number of possible elements for the plan were

discussed including building energy use, transportation, trees, salmon habitat, and various programs such as a city "Green Purchasing Policy". The creation of a "Kenmore version" of a climate action plan was endorsed by the participants as a possible Council priority (see below).

Green Initiatives. Participants next discussed the nature and value of a "Green Initiatives Program". Such initiative might include ways to take more cars off the road, seeking funding for habitat restoration and tree planting. It was also noted the existing "plug and play" programs could be utilized to being initiatives to the city. Finally, it was noted that community involvement and stakeholder participation would be essential to implementing green initiatives.

Watershed and Salmon. The participants next discussed the importance of watershed and salmon protection. Staff provided an update on a meeting about Forterra and the need to restart that discussion. It was noted that student involvement at the university level could be a valuable resource for habitat restoration.

Tree Planting. Participants next discussed the importance of tree protection and replanting. Soil erosion, stormwater runoff and planting the correct type of trees were discussed. Staff provided a copy of the tree canopy assessment for review and discussion. The value of tree mitigation areas linked to development was discussed along with the need for a "stewardship program" for trees. The importance of tree maintenance after planting was discussed and it was noted that there is substantial and ongoing care necessary for newly planted trees. It was noted that some communities identify and name old growth trees to create a sense of community ownership and pride in tree preservation.

Storm water runoff. The importance of managing stormwater runoff was discussed by participants. It was noted that a "storm drain marking program" involving the local schools has been successful in other communities.

Adopt a Stream Foundation Tour. It was noted that the Adopt A Stream Foundation has offered to give a tour for City Council Members and City Staff if there is an interest.

Affordable Housing

The participants next discussed the need and nature of affordable housing in Kenmore. It was suggested that ADU's need to address the impacts on the tree canopy. It was noted that more affordable housing is needed for seniors and the

disabled who strive to live independently. The participants discussed the need for city codes and ordinances to not be so limiting on ADU's. It was noted that it is important to define "what is affordable"? It was noted that the Planning Commission has done a lot of work on this issue and that the Planning Commissions's ADU recommendations would be presented at the next City Council meeting.

Lakepointe

The participants next discussed the status of the Lakepointe project. It was suggested it might be time to do something different with the project. It was also suggested that the city might want to work with owners to take ownership of the setbacks to get citizens access to the water. The idea would be to put the setbacks to work now. It was also suggested that it might be time to make the project simple to get rid of all the P-suffixes. One idea was to create a Recreation Center at Lakepointe to include ball fields and a swimming pool. It was noted that there is a project in Tacoma that turned a cement plant into salmon habitat. Finally, it was noted that is important to engage developers of projects to create water access.

Transportation and Downtown

Mixed use front 181st street. The participants discussed the need for improvements and mixed use on 181st street. Participants are interested in knowing what can be done to improve and encourage development that is compatible with the downtown and a walkable city? Participants also wanted to know if there is a plan for this area if the city were to get control of a property? Staff noted that they have been in regular contact with the property owners in this area. It was noted that property owners are not ready to do anything with these areas, and it might be important for the city to put some improvements in this area to "set the table" for development. Finally it was noted that staff are working on some ideas for this area. After a discussion the participants agreed to the following:

Agreement One. Staff will come to the City Council with some ideas on how to promote redevelopment and vibrancy on 181St.

Hangar Bulletin Board. Participants briefly discussed improvement of the bulletin board in the Hangar building in city center. The City Manager will discuss ways to expand the current bulletin board.

Walkable City. Participants discussed the need for more sidewalks particularly on 61st street, 181st and other areas that do not seem safe for walking. Staff provided an update on sidewalks and sidewalk panel replacements. The review touched on grinding and trip hazard evaluation to inform improvements. It was noted that trees buckle the sidewalks and to remove them conflicts with preserving the trees in Kenmore. Finally one idea was mentioned that it might be time to look at lighted crosswalks on 181st.

Station 54. Participants next discussed the future use of Fire Station 54 in the Finn Hill neighborhood at the intersection of 70th Avenue and 153rd Street. The City does not own this property—it is owned by the Northshore Fire District. It was suggested by one participant that it might be time to think of the vacant station differently and consider a rezone. Should the station be retained for emergency use? The usefulness of having something in the vacant station that would draw walkers was noted. Finally it was noted that it would be nice to place "Way Finding Signs" in the downtown area that would detail direction and mileage to key areas. After a discussion the participants agreed to the following:

Agreement Two: Staff will see if there is a map of trails in the downtown city area.

Agreement Three: Staff will talk to the Fire District about their plans for Station 54 and a possible rezone.

Agreement Four: Staff will research what other cities have done with downtown wayfinding signs.

Up Lake In and Outs. Participants next discussed the possibility and value of changing the dedicated turn lanes on State Highway 522 at 61st street. It was noted that while the state controls 522 the city has a good relationship with WSDOT and might have a say in adjusting turn pockets. It was noted that a signal adjustment at 61st and 181st might also help. After a discussion the participants agreed to the following:

Agreement Five: Staff will talk with WSDOT about 522 and 60th right in and outs and the timing of the two light signals at 61st/522 and 181st/522. Also will discuss a U Turn sign at 61st and 522.

E-Ferry. Participants next discussed placing an "E-Ferry" on Lake Washington in Kenmore. It was noted that the state may have electric ferries and there is an interest in King County government to place ferries on Lake Washington. It was noted that this issue has been studied since 2007, and that City efforts to advocate for a passenger-only ferry for Kenmore has been making progress in recent years, including the County appropriating funding to creating a feasibility and business plan for a ferry route to Kenmore. This County study and business plan is in progress.

Community Upkeep. The participants discussed the importance of neighborhood beautification and upkeep. It was noted that there are some areas where residents have not been keeping weeds and trash in check. It was noted that the city has an ordinance that speaks to this issue. After a discussion the participants agreed to the following:

Agreement Six: Staff will send letters to the Simonds Road property owners about maintaining their road side vegetation.

Aquatic Center

Participants next discussed the need and nature of a swimming pool in Kenmore. An update was provided on activities to date to explore ways to obtain a swimming pool. Contacts have been made with surrounding cities, King County and the school district. Not all participants agreed there is a need for pool in Kenmore siting the existing pools in surrounding areas and cost of maintaining and operating a pool. It was noted that citizens have been expressing a desire for a pool. It was noted that the school board seems "indifferent" to the idea of a pool. It was noted that Kenmore needs a partner to successfully establish and operate a pool. It was noted that land acquisition and funding are important as well as recognizing that providing a pool is an "equity issue" for those that cannot afford to travel to learn to swim. Participants noted that there are environmental impacts to having a pool. Finally, it was noted that a pool is a necessity not a luxury and is important to seniors and low income kids as a means to learn to swim and recreation. After a long discussion the participants agreed to the following:

Agreement Seven: Staff will ask the Aqua club if there is a way for the public to gain use to their pool.

City Council Rules and Procedures

The participants next discussed the City Council Rules and Procedures. It was noted that a sub committee of the council who authored for approval the current rules and procedures. It was noted that the role of the City Council is policy not administration and operations. It was noted that the Council has only one staff person--the City Manager--and that there is a process to be followed to get work to the staff that flows through the City Manager. It was noted that it requires four Council Members to require action on items. It was noted that it might be time to revisit and/or revise and update the Council Rules and Procedures. Participants agreed to the following:

Agreement Eight: A subcommittee of Milton Curtis, Nigel Herbig, and Joe Marshall will convene and draft suggested revisions to the City Council Rules and Procedures for Council approval.

Two Touch Public Rule. Participants next discussed the nature and pros/cons of a rule that requires two public readings of topics, particularly ordinances that come before the City Council. It was noted that this rule would allow for a time for review and study prior to voting. It was noted that this rule would slow down the working processes of the City Council. It was noted that other cities have such a rule. After a discussion the participants agreed to the following:

Agreement Nine: Staff will get a copy of the City of Gig Harbors policy on 1st and 2nd readings of ordinances.

General City Issues

The participants next discussed an array of general issues.

Website. Staff updated the participants on the new city website. The website is scheduled to launch in Spring of 2020.

Open data portals. Participants discussed the merits of placing as many city documents (i.e. building permits) on line for direct access by citizens. It was noted that the new website will make city documents more accessible such as contracts. It was also noted that some documents require redaction. After a discussion, participants agreed to the following:

Agreement Ten: Staff will report back to the City Council on open portals after the spring launch of the city website.

Rename Squire's Landing Park. Participants discussed the merits of renaming of Squire's Landing Park. It was noted that the park was named after an individual that was associated with discriminatory opinions and speech. It was noted that names matter and that the discriminatory traits associated with the individual is inconsistent with the values of Kenmore. It was noted that a public process was used to originally name the park, and some disagree with the "re-writing of history". It was noted that a new process should be used to rename the park, one that would ensure that indigenous people were a part of the naming process. After a discussion the participants agreed to the following:

Agreement Eleven: Staff will approach the Historical Society to lead a re-naming process that would include Tribal input and participation. This effort should be timed to coincide with the Walkways and Waterways improvement completion.

Memorial Plaque. The participants next discussed the merits of placing a Memorial Plaque for Veterans. After a discussion, participants agreed to the following:

Agreement Twelve: Staff will reach out to former City Council Member Brent Smith to see if he would lead a community effort to create and place a Memorial Plaque for Veterans.

Food Truck. Participants next discussed encouraging food trucks to come to Kenmore. It was noted that food trucks must be within a certain proximity to restrooms. It was noted that food trucks do come to Kenmore and often locate with the Brew District. It was noted that there might be a farmer's market coming to Kenmore in the Town Square. Participants were supportive of a farmer's market and after further discussion agreed to the following:

Agreement Thirteen: Staff will again reach out to a citizen affiliated with the farmers market to research and encourage location in Kenmore.

Human Services and The Arts. The participants next discussed if there is a need for the City of Kenmore to do more in the Human Services and Arts areas. It was noted that the city could become a satellite location for existing county programs. There was little support from participants to provide staff time and/or funds in these areas at this time. It was noted the Evergreen Health

organization is located in the community and is a designated public health organization. It was further noted that there are several programs offered from Evergreen that citizens can access. The participants discussed the nature and need for a sharps needle disposal site. It was noted that more information was needed on the Sharps programs.

Participants discussed the role of the city in supporting the arts. It was noted that the city can do more when arts and artists are linked with the Economic Development Strategy. It was noted that the Arts of Kenmore is a great resource in the community.

Grade Separation Study. Participants discussed the need for an update on the Crossing Study. It was pointed out that if the Lakepointe project went forward there would be a need for a pedestrian crossing. It was noted that there is little time at the staff level to complete such a study and participants agreed that the City should return the $500,000 grant for a grade-separated crossing to the state.

Parks and School Partnership. Participants discussed the value and history of a partnership with the school district on park and ballfields. It was noted that King County has funds to support parks and school projects. Participants discussed various park and field areas, the value of adding lights, and the importance of maintenance of these grounds. It was noted that it might be possible to work with other cities to get cheaper access for Kenmore citizens to their parks and recreation programs. After a discussion the participants agreed to the following:

Agreement Fourteen: Staff will explore a Parks and School Partnership for improving School District Ball Fields that includes the following features:

1. Place the topic on the joint meeting with the School Board set for February 10th, 2020.

2. Look into installing lights for Moorlands Park.

3. Talk with Executive Constantine's office and Councilmember Dembowski's office re: parks and schools partnership funding.

4. Learn from other cities about how they partnered with school districts to improve fields.

5. Ask Kirkland if there's a way for Kenmore leagues to get priority use on Kirkland's fields.

City Council Priorities

Participants discussed changing the Council Goals title to priorities and agreed to the change. The participants next reviewed and discussed the City Council priorities established at last year's retreat. The participants then revised the priorities based upon completion and other factors. Next the participants nominated new priorities for consideration. Finally, the participants used a Paired Comparison Methodology to select their priorities for 2020-21. See the below.

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

Council Priorities for 2020-2021

1. **Focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel. (62 points)**
   -Implement the Sidewalk Plan
   -Target Zero
2. **Increase and preserve the options for affordable housing stock. (61 points)**
3. **Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration. (46 points)**
4. **Implement the Walkways and Waterways projects. (45 points)**
5. **Create and implement a Financial Stability Plan. (42 points)**
6. Support Bus Rapid Transit on 522. (34 points)
7. Implement the Economic Development Plan, with an emphasis on the following key points: (32 points)
   - Advance Public's Access to Water
   - Create a vibrant walkable downtown
   - Attract new businesses and support existing businesses

- Promote the Image of Kenmore

8. Foster and create a welcoming, diverse, affirming community celebrating culture and fun. (23 points).

9. Engage and educate the community on growth and development in Kenmore (17 points).

10.Continue to implement a Parks Capital Improvement Plan. (13 points).

11. Continue to seek opportunities to complete a successful Lakepointe Project (9 points).

Appendix One
Retreat Participants

Mayor
David Baker

Deputy Mayor
Nigel Herbig

Councilmember
Milton Curtis

Councilmember
Joe Marshall

Councilmember
Melanie O'Cain

Councilmember
Corina Pfeil

Councilmember
Debra Srebnik

City Manager
Rob Karlinsey

Assistant City Manger
Nancy Ousley

Finance and Administration Director
Joanne Gregory

Community Development Director
Debbie Bent

Development Services Director
Bryan Hampson

City Clerk
Kelly Chelin

City Engineer
John Vicente

Public Works Operations Manager
Jennifer Gordon

Environmental Services Manager
Richard Sawyer

Facilitator
Michael Pendleton

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Interlocal Agreement with the City of Marysville for the rental of outdoor video services for Movies at the Square event series	**For Council Meeting Agenda of:** March 9, 2020 **Department:** Executive **Prepared by:** Stephanie Brown, Volunteer & Events Supervisor Initial & Date **Approved by Department Head:** _____ **Approved by City Attorney:** _____ **Approved by Finance Director:** _____ **Approved by City Manager:** RJK **Exhibits/Attachments:** Interlocal Agreement
Proposed Council Action/Motion: For a five-year period (2020-2024) authorize the City Manager to sign annual Interlocal Agreements with City of Marysville for the rental of outdoor video services for Movies at the Square events to be held in the Town Square, not to exceed $5,000 per year.	

INFORMATION/BACKGROUND:

The City of Kenmore would like to enter into an Interlocal Agreement with City of Marysville for rental of outdoor video services for the Movies at the Square event series in summer of 2020. Movies at the Square will consist of four family-friendly movies shown in the Town Square on July 8, July 22, August 5, and August 19. As part of the agreement, City of Marysville would provide video and audio equipment, including a movie screen, personnel, and vehicles to transport the equipment to Kenmore.

The mission of the Town Square and Hangar is to mold and activate signature downtown public spaces where Kenmore area residents, visitors, and business people can gather, interact, meet some of their daily needs, and have an authentic local sense of place. Movies at the Square will activate the space several times during the summer, bringing Kenmore area residents and visitors together for a free, family-friendly movie. This event brought in over 1,400 attendees in 2019 and is highly anticipated amongst families and teens in the community.

Guests will be encouraged to begin arriving up to two hours before the event begins to utilize the space for interacting and enjoying food from featured food vendors, Diva Espresso, or surrounding Kenmore restaurants. Entertaining and educational activities directly related to the movie will be available to guests before the movie begins to encourage interaction with others in the community and the space.

City staff is seeking City Council to authorize the City Manager to sign an Interlocal Agreement with City of Marysville for the services listed above.

In additional, for efficiency reasons would like to authorize the City Manager to have signature authority for this Interlocal Agreement with City of Marysville for a five-year period. Not to exceed the amount of $5,000 a year.

FISCAL CONSIDERATION: As part of the Interlocal Agreement, City of Kenmore will pay City of Marysville $750.00 per event for the use of employees, equipment, and vehicles for a total of $3,000 for four events.
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: - Create a vibrant, walkable downtown - To build community and create fun

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KENMORE
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective February 7, 2020 between the City of Kenmore, a Washington municipal corporation, herein after referred to as "KENMORE" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of KENMORE is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of KENMORE and presented on July 8, July 22, August 5, August 19; and

WHEREAS, the City of KENMORE is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of KENMORE desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of KENMORE to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, KENMORE and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to KENMORE as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of KENMORE at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to KENMORE.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

KENMORE. MARYSVILLE personnel will operate the video equipment and vehicles.

B. KENMORE will provide the following:

1. An authorized location.

2. Two (2) 20 amp circuits for event power.

3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Wednesday, July 8, 2020
2. Wednesday, July 22, 2020
3. Wednesday, August 5, 2020
4. Wednesday, August 19, 2020

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that KENMORE staff providing services pursuant to this Agreement are acting in their official capacity as employees of KENMORE and shall be under the exclusive direction and control of KENMORE.

F. KENMORE and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. KENMORE, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on KENMORE'S behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

A. KENMORE will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of $750.00 per date.

B. KENMORE will pay MARYSVILLE 25% of the event fee in the event KENMORE cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill KENMORE and KENMORE shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. KENMORE will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of KENMORE in performance under this agreement.

2. MARYSVILLE will at all times indemnify and hold harmless and defend KENMORE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.

3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, KENMORE, or other person and all property owned or claimed by MARYSVILLE, KENMORE, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or KENMORE, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51

2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

5. INSURANCE

A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.

C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between KENMORE and MARYSVILLE or any of KENMORE'S or MARYSVILLE's agents or employees.

KENMORE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by KENMORE pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of KENMORE a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded KENMORE or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a KENMORE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.

B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.

B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

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

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this

Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:
Name: Chris Taylor, Cultural Arts Supervisor
Phone Number: 360-363-8408

KENMORE:
Name: Nicole Suarez, Seasonal Event Assistant
Phone Number: 425-984-6166

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within KENMORE under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

JON NEHRING Mayor

Date:

Attest:

TINA BROCK Deputy City Clerk

Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

CITY OF KENMORE

ROB KARLINSEY City Manager

Date:

Attest:

KELLY CHELIN City Clerk

Approved as to form:

DAWN REITAN City Attorney
Attorney for City of KENMORE
(Contracted through Inslee Best)

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: 68th Avenue NE Street Lighting Upgrades	**For Council Meeting Agenda of:** March 9, 2020 **Department:** Public Works **Prepared by:** Kent Vaughan **To Be Presented By: NA**
Proposed Council Action/Motion: Authorize the City Manager to execute Contract 20-C2137 with Puget Sound Energy (PSE) to convert thirty-six (36) existing High-Pressure sodium (HPS) streetlights to Light-Emitting Diode (LED) and add LED streetlights at nine (9) new locations as part of the 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project.	**Initial & Date** **Approved by Department Head:** @ 2/20/2020 **Approved by City Attorney:** N/A **Approved by Finance Director:** ✓ 2/24/20 **Approved by City Manager:** PK **Exhibits/Attachments:** Exhibit A - Contract No. 20-C2137 PSE Schedule 53 agreement

INFORMATION/BACKGROUND: As part of the 68th Avenue NE Pedestrian and Bicycle Safety Improvements project, the City is proposing to upgrade the existing streetlighting system along 68th Avenue NE. Upgrades include replacing 36 existing High-Pressure sodium (HPS) streetlights with Light-Emitting Diode (LED) and adding streetlights at 9 new locations along the corridor to improve coverage. LED streetlights are more efficient and have a longer life expectancy than HPS, which are now considered obsolete.

PSE currently maintains the existing streetlighting system in Kenmore. Once the new streetlights are installed, PSE will own, operate and maintain the lighting system as regulated under the City's franchise agreement with PSE.

RECOMMENDATION: Authorize the City Manager to execute Contract 20-C2137 with Puget Sound Energy (PSE) to convert thirty-six (36) existing High-Pressure sodium (HPS) streetlights to Light-Emitting Diode (LED) and add LED streetlights at nine (9) new locations as part of the 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project.

FISCAL CONSIDERATION:
PSE estimates the upfront installation cost for the upgrades will be $25,775. These installation costs are accounted for in the 68th Avenue NE project budget.

Currently the City is being charged a monthly rate of between $13.19 and $17.31 for each HPS streetlight.

New LED streetlight costs will range from $10.43 to $11.52 monthly. An estimated monthly sum of $505.32 (total) will be charged to the City for the forty-five (45) LED streetlights along 68th Avenue NE.

Although the operating cost of LED lights are less, the City expects to see a small increase in the monthly PSE billing with the addition of 9 new LED lighting locations. This additional maintenance cost will be absorbed into the existing Street fund budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

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PUGET SOUND ENERGY

EXHIBIT A

Form of Custom Street Lighting Order

PROJECT NAME: 68th Ave NE – Kenmore Order #: 105092293 /101120881
LOCATION: 68th Avenue NE (NE 182nd Street to 61 Place NE), Kenmore

CUSTOM STREET LIGHTING ORDER – SCHEDULE 53

This Custom Street Lighting Order (this "Order"), dated 2/14/2020, is made and entered into by and between PUGET SOUND ENERGY, INC. ("PSE") and City of Kenmore ("Customer") (each a "Party," and collectively the "Parties") under and pursuant to the terms of that certain Master Lighting Services Agreement No. 0006, dated 11/1/2018, between the Parties (the "Agreement"). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE's Schedule 53, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The installation charge of the listed lighting units was estimated to be $25,775.06. Payment will be required after construction. Estimate good for 30 days.

Description:
Change-out (6) 100W and (31) 150W HPS Cobrahead fixtures with the (4) new 39W Type II , (31) new 71W Type II, and (1) new 71W LED Type III LED 4000K Cobrahead fixtures, all on existing arms and wood poles. In addition, install (7) new 39W Type II, (1) 47W Type III, and (1) 71W LED Type II LED 4000K Cobrahead fixtures on new 12' arms on existin wood poles and (5) new 30' Class 3 poles. This estimate includes new overhead triplex, permitting and flagging for the present construction scope. See work sketch for further detail.

CONSTRUCTION SERVICES DESCRIPTION:
The following are conditions that may be required before construction of this system:
1. The City has approved the lighting design.
2. PSE will provide and install all arms, luminaires, and circuitry.
3. If additional Permits or Flaggers are required for present construction, it is your responsibility to reimburse PSE these costs.

BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 53, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

The basis of the monthly energy charge for the Lighting Services as currently constituted under Rate Schedule 53 is as follows:

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Units and Wattage breakdown:
(12) 39-47W LED @ $10.43 a month each.
(33) 71W LED @ $11.52 a month each.

The total monthly charge for this installation is as follows:

Total monthly charge: $505.32

For Construction Services and Costs, these costs will be billed as follows:

At the initiation of the Agreement, PSE will provide the Customer with an invoice for the estimated Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice. If the actual Construction Costs either exceed, or are below, the estimated Construction Costs, the Customer will be billed or credited the difference between the estimated Construction Costs and the actual Construction Costs.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of twenty five (25) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.

2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

   Are non-standard components included in this Order? Yes ☒ No ☐

3. The monthly billing party for the energy and maintenance will be: City of Kenmore

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 53.

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Customer: **City of Kenmore**

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company: **Puget Sound Energy, Inc.**

Signature: DocuSigned by: Brynja Almazan 1D864ADE32E84D3... Date: 2/14/2020

Printed Name: Brynja Almazan

Title: Account Sales Manager

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project – Construction Management Services Contract

For Council Meeting Agenda of: March 9, 2020

Department: Public Works

Prepared by: Kent Vaughan

To Be Presented By: NA

Proposed Council Action/Motion:
Authorize the City Manager to execute 16-C1625 Amendment #4 with HDR Engineering Inc. in the amount of $1,541,500 to provide construction management services for the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project.

	Initial & Date
Approved by Department Head:	2/18/2020
Approved by City Attorney:	NA
Approved by Finance Director:	
Approved by City Manager:	

Exhibits/Attachments:
N/A

INFORMATION/BACKGROUND:
In February 2017, the City executed Contract 16-C1625 with the HDR project team to complete the design of the Juanita Drive NE Pedestrian and Bicycle Safety Improvements project. The original contract and contract amendments to date are summarized below:

Contract No.	Date Executed	Scope of Work	Contract Amount	Contract Cumulative Budget Total
Original 16-C1625 Contract	Feb 28, 2017	Complete project design and Plans, Specifications & Estimate (PS&E) preparation	$1,485,384	$1,485,384
16-C1625 Supp. #1	Aug 16, 2017	Added NEPA Permitting in the event federal funding was secured	$45,464	$1,530,848
16-C1625 Supp. #2	Nov 20, 2018	Added supplemental design and right-of-way acquisition services to contract	$395,444	$1,926,292
16-C1625 Supp. #3	Nov 26, 2019	Extended contract duration through April 30, 2020	N/A	$1,926,292

Discussion:
Design is under final review and the right of way phase is complete for the Juanita Drive NE Pedestrian and Bicycle Safety Improvements project. This project is scheduled to be advertised for bids in March 2020.

Contract Amendment #4 with HDR extends the contract through December 2021. Amendment #4 includes additional consultant fee for city directed re-design work and construction management services for the duration of construction phase. Construction is estimated to begin in May 2020 and continue through October 2021.

The core construction management consultant team consists of HDR, KBA and Enviroissues.

HDR, Inc. will provide engineering support during construction including submittal review, request for information (RFI) response and design assistance during construction as needed.

KBA will provide the day-to-day construction management, inspection, and material testing for the project. KBA's project staff will include a Resident Engineer, an Office Engineer and a Project Administrator, all of whom will split time with providing construction management for the 68th Avenue NE project to increase efficiencies and reduce costs. Two field inspectors will be assigned to the Juanita Drive project providing coverage for 1.5-miles of corridor. KBA's project staff will reside in rented offices located in the Morrison Building in Kenmore (SW corner of NE 175th Street and 68th Avenue NE) together with the West Sammamish River Bridge Replacement project team.

EnviroIssues will provide the public outreach for the construction project and will serve as the liaison between the City and the businesses and property owners within the project limits. EnviroIssues will manage a project website for the Juanita Drive project (which is integrated with the 68th Avenue NE and the West Sammamish Bridge Replacement projects) to provide coordinated construction updates to the public and will monitor a 24-hour a day project hotline to field calls from the public and business owners.

Staff Recommendation:
Staff has negotiated the terms of Contract Amendment #4 with HDR to provide construction management services for the Juanita Drive NE project and recommends Council approval of the contract amendment at this time.

FISCAL CONSIDERATION:
Construction management consultant services are included in the approved Juanita Drive NE Pedestrian and Bicycle Safety Improvements project budget and equate to roughly 14% of the estimated construction contract, which is industry standard for this type of corridor project.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Council goal 1: Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.
Council goal 4: Implement the Walkways and Waterways projects.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Interlocal Agreement with Washington State Patrol for enforcement of West Sammamish Bridge Weight Limits **Proposed Council Action/Motion:** Authorize the City Manager to Enter Into An Agreement with the Washington State Patrol to Enforce Weight Limits on the West Sammamish River Bridge for $15,000.	**For Council Meeting Agenda of:** March 9, 2020 **Department:** Public Works/Engineering **Prepared by:** John Vicente, PE Initial & Date **Approved by Department Head:** 2/20/2020 **Approved by City Attorney:** NA **Approved by Finance Director:** 2/24/20 **Approved by City Manager:** **Exhibits/Attachments:** N/A

INFORMATION/BACKGROUND:

The weight restriction on the West Sammamish River Bridge began in March 2014. Washington State Patrol (WSP) has provided enforcement since the posting. Additional enforcement is needed through construction until the existing bridge is no longer in use. WSP requires a new agreement and payment for the additional enforcement through construction. Enforcement occurs typically once or twice a month but may vary depending upon the number of violations.

Staff will have the flexibility to increase or decrease the frequency of monitoring depending on compliance rates. The agreement is for $15,000 and would expire at the end of 2021. The half day cost of enforcement would be approximately $400.

FISCAL CONSIDERATION:
Cost for the enforcement will be covered by the existing Services-ROW budget under the Street Fund.

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to enter into a new agreement with the Washington State Patrol to enforce the weight limits on the West Sammamish River Bridge for an amount of $15,000.

COUNCIL GOAL/PBB OBJECTIVE BEING ADDRESSED:

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

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Rhododendron Park Boathouse Bid Award (Bid# 19-C2112)	**For Council Meeting Agenda of:** 3/9/2020 **Department:** Community Development **Prepared by:** Rob Sayre-McCord, Parks Project Manager Initial & Date Approved by Department Head: DA 2/27/20 Approved by City Attorney: N/A Approved by Finance Director: _____ Approved by City Manager: RJK
Proposed Council Action/Motion: Direction on how to proceed with received bids for the Rhododendron Boathouse Project	**Exhibits/Attachments:** 1) Bid Tabulation Sheet 2) Construction cost estimates

INFORMATION/BACKGROUND: At the 3/9/20 Council meeting staff is seeking Council direction on how to proceed with the bids received 2/6/20 for the Rhododendron Boathouse project. The deadline for awarding a bid is 4/6/20. If Council direction is to proceed with a bid award, and based on Council direction on options, then staff would bring back a request for Council authorization to award a bid at the 3/16/20 Council meeting.

On 10/7/19 Council direction was to solicit bids for two boathouse construction options. The two options along with construction cost estimates and budget estimates were presented to Council and are updated in Attachment #2. Construction Alternate 1 for the site work, foundation and building shell only (i.e. no mezzanine level, balcony area, stairs, lift, interior restroom, or boatracks) with a total construction cost estimate of $774,565.00. The base bid for the full boathouse, including all elements, with a construction cost estimate of $887,425.00.

At the 10/7/19 Council meeting, staff noted the budget shortfall was estimated at $85,965. Council direction was to not allocate any additional city funds but to fund the shortfall from non-city funds such as non-profit fundraising or other private funding source. A fundraising committee has been formed and has initiated a campaign to raise $100,000. To date, the committee has secured $50,000 in matching funds from the George Pocock Rowing Foundation and is working on other potential funding sources and donors. The committee estimates that a $100,000 could be raised by year end.

Bids were received for the Rhododendron Boathouse project on February 6th. Every bid received was higher than the project's construction budget. The apparent low bidder (GenCap Construction) for the project bid a total of $1,195,826 for the full boathouse construction (-$400,000 above project budget) and $937,089 (-$250,000 above) for the alternate, building shell option. Staff may be able to reduce construction management costs by up to $55,000 by combining management services with the concurrent West Sammamish Bridge construction project.

Staff is seeking council direction on options.

1) Should the Council move forward with the project and award a bid?
    a. If Council direction is to not award a bid and reject all bids, there are pros and cons to consider. The Shoreline permit for the project expires on 4/28/21. For construction to be completed by the April permit deadline, the project would need to be rebid immediately and so there is unlikely to be any cost savings or lower bids. Therefore, a new shoreline permit would have to be obtained which results in additional design/permitting costs and a delay up to 24 months before the project is ready to go out for bid again. If the current competitive regional construction climate continues along with construction cost increases (e.g. tariffs), then a delay is likely to result in additional project costs. However, a delay would give the non-profit rowing community additional time to raise funds, but the amount would also likely be higher.

    b. If Council direction is to award a bid, then direction is also needed on which option, the full boathouse or the boathouse shell.

        If Council direction is the boathouse shell option, then the budget gap is $191,000 (assuming construction management savings of $55,000 and projecting $138,000 in applicable NSD funds). As there are fewer tenant improvements then not all of the $250,000 NSD funds can be used, as these funds are specifically for tenant improvements. Building the mezzanine improvements at a future date would also likely result in higher costs than constructing them as part of the original project.

        If Council direction is to construct the full boathouse then the budget gap is $340,000 (assuming construction management savings of $55,000 and projecting $250,000 in applicable NSD funds).

        These gaps will be further lowered by $100,000 once the funds being raised by the fundraising committee are secured.

Staff Recommendation: If Council direction is to go forward with the project, staff recommends the full boathouse project with the budget gap of $340,000 entirely funded from fundraising by the fundraising committee. The committee is comprised of members from the George Pocock Rowing Foundation, Kenmore Rowing Club and Northshore School District Athletic Booster Clubs. As noted above, the committee, have raised $50,000 and would need until approximately August 2021 to raise the full amount. Staff recommends that the fundraising committee submit a Memorandum of Intent (MOI) to the City outlining their commitment to raise the funds and commitment to provide regular reports to the Council on the status of fundraising efforts. Staff recommends that the City uses $340,000 of Strategic Opportunity Funds, to fund the budget at the time of bid award, to be paid back with the funds raised by the fundraising committee. The Strategic Opportunity fund budgeted 2020 end-fund balance is $3,200,363.

FISCAL CONSIDERATION:

Ordinance No. 19-0947 adopted 9/9/19 amended the 2019-2024 Capital Improvement Program (CIP). $1,185,019 is allocated to the Rhododendron Boathouse Project, giving a total project cost of $1,245,018 ($56,800 spent prior to 2019). Funding sources in the 2019-2020 CIP include the following:

State Capital Budget S1889 – $242,500
Northshore School District (confirmed upon signing of this Lease) – $250,000 towards tenant improvements
King County Youth Sports Grant (awaiting confirmation) – $611,000. (Council direction 1/14/19 to request King County reallocation from the St. Edward ballfield project)
Recreation and Conservation Office ALEA Grant 12-1963 – $22,625
City Park Impact Fees – $23,469
City Real Estate Excise Tax – $12,800

The city is preparing to go out to bid on a number of projects including four walkways and waterways projects and staff expectation, based on bids received by the city in the last 6 months, is that bids for these projects will come in high as well. When council is considering whether to increase city funding or by how much, staff offers a reminder to keep these upcoming projects in mind.
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: 2019 adopted Council goals: Council Goal #2 - Walkways and Waterways Council Goal #7 - Advance public's access to water/Promote image of Kenmore Council Goal #8 – Implement parks improvement plan Council Goal #9 – Build community & create fun

ATTACHMENT
1

	CITY OF KENMORE - Rhododendron Boat House - BID NO. 19-C2112 - BID OPENING - February 6, 2020		
	CONTRACTOR	BASE BID	BASE BID ITEM 1 + ITEM 3 + ALT 1
		Full Boathouse	Boathouse Shell
	Engineer's Estimate	$887,425.00	$774,565.00
1	GenCap	$1,195,826.00	$937,089.00
2	A-1 Landscaping	$1,277,870.00	$589,677.00
3	McClure & Sons	$1,291,126.10	$943,526.10
4	Grenlar Holdings Inc	$1,320,000.00	$1,061,500.00
5	SeaCon	$1,325,500.00	$1,325,500.00
6	JH Kelly	$1,380,648.46	$1,231,268.00
7	Razz Construction	$1,358,720.00	$1,050,170.00
Apparent Low Bidder			
Request to withdraw bid granted on 02/07/2020			

ATTACHMENT 2

CIP Project P-30 Kenmore Boathouse

Project Budget Worksheet - Base Bid

City CIP Budget Need: 1,270,984

Estimated Balance/Shortfall (City) **-85,965**

Option 2B-Summary	Total	Low Bid	City	District Est.
Total Estimated Expenditures:	**1,270,984**	w/o wsst	1,018,683	252,301
Budget:	**1,185,019**	1,185,019	935,019	250,000
Balance (- indicates shortfall)	**-85,965**		-83,664	-2,301

Item	City	District	Total	Construction Costs Only	Notes
Estimated Construction Costs					
Building & Foundation	367,630	201,800	**569,430**	569,430	
Site Work	237,320	0	**237,320**	237,320	
10% WSST	60,495	20,180	**80,675**		
Subtotal Construction Costs	665,445	221,980	**887,425**		
City Costs					
Building Signage (By Others)	10,000		10,000		
1% for Art	8,068	0	8,068		
Permits	20,000	5,000	25,000		
Printing and Bidding	3,200		3,200		
Consultant Amend 4 Eng. Fee	107,085		107,085		
Consultant Amend 5 Eng. Fee	52,976	25,321	78,297		
Consultant Amend 6 Eng. Fee	8,909		8,909		
Construction Management	55,000	0	55,000		
Sewer - NUD Facilities Fee	15,000		15,000		
NUD Conduit Sleeve Invoice	7,000	0	7,000	7,000	
City Staff Time	40,000		40,000		
Mitigation Planting Maint (Yrs 2-5)	16,000		16,000		1st yr maintenance included in construction contract
Misc. Project Contingency	10,000		10,000		
Total Expenditures					
	1,018,683	252,301	**1,270,984**	813,750	
Funding Available	935,019	250,000	**1,185,019**		
Balance (- indicates shortfall)	-83,664	-2,301	**-85,965**		

Date Printed: 2/20/2020

CIP Project P-30 Kenmore Boathouse

Project Budget Worksheet - Alternate 1

City CIP Budget Need: 1,268,757

Estimated Balance/Shortfall (City) **-83,738**

Option 2B-Summary	Total	Low Bid	City	District Est.
Total Estimated Expenditures:	**1,157,098**	w/o wsst	1,018,757	138,341
Budget:	**1,185,019**	1,185,019	935,019	250,000
Balance (- indicates shortfall)	27,922		-83,738	111,659

Item	City	District	Total	Construction Costs Only	Notes
Estimated Construction Costs					
Building & Foundation	368,630	98,200	**466,830**	466,830	
Site Work	237,320	0	**237,320**	237,320	
10% WSST	60,595	9,820	**70,415**		
Subtotal Construction Costs	666,545	108,020	**774,565**		
City Costs					
Building Signage (By Others)	10,000		10,000		
1% for Art	7,042	0	7,042		
Permits	20,000	5,000	25,000		
Printing and Bidding	3,200		3,200		
Consultant Amend 4 Eng. Fee	107,085		107,085		
Consultant Amend 5 Eng. Fee	52,976	25,321	78,297		
Consultant Amend 6 Eng. Fee	8,909		8,909		
Construction Management	55,000	0	55,000		
Sewer - NUD Facilities Fee	15,000		15,000		
NUD Conduit Sleeve Invoice	7,000	0	7,000	7,000	
City Staff Time	40,000		40,000		
Mitigation Planting Maint (Yrs 2-5)	16,000		16,000		1st yr maintenance included in construction contract
Misc. Project Contingency	10,000		10,000		
Total Expenditures					
	1,018,757	138,341	**1,157,098**	711,150	
Funding Available	935,019	250,000	**1,185,019**		
Balance (- indicates shortfall)	-83,738	111,659	**27,922**		

Date Printed: 2/20/2020