

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 Meeting Agenda

March 15, 2021, 7 PM via Zoom

LINK: <https://us02web.zoom.us/j/89293952458>

Or iPhone one-tap :

US: +12532158782,,89293952458# or +13462487799,,89293952458#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 892 9395 2458

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PUBLIC COMMENT

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.

VI. CONSENT AGENDA

- A. Approve Minutes:
[City Council February 22, 2021 Special and Regular Meeting](#)
- B. Authorize the City Manager to Execute Contract No. 21-C2693 with Judha of Lion Landscaping and Services LLC for Right-of-Way Landscape Maintenance
[Agenda Bill - SR522 ROW Landscape Maintenance](#)
[Contract 21-C2693 Juhda of Lion](#)

VII. STUDY SESSION AGENDA

- A. Public Works Site Selection Criteria and Public Involvement Plan, presented by Public Works Operations Manager Jennifer Gordon

[Agenda Bill - Public Works Maintenance and Operations Facility Site Selection Process](#)

[Original Subcommittee Recommendations - Review Process for Identifying PW Facility 9-28-20](#)

- B. Review of Open Public Meetings Act & Public Records Act, presented by City Attorney Dawn Reitan
[OPMA & PRA Presentation - Inslee Best](#)

VIII. BUSINESS AGENDA

- A. December 2020 Financial Report, presented by Finance and Administration Director Leticia Salcido
[Agenda Bill - December 2020 Financial Report](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. ADJOURNMENT

UPCOMING MEETINGS:

March 22, 2021

April 5, 2021 - For the Love of Kenmore Community Workshop



April 12, 2021

April 19, 2021

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
February 22, 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 5:30 p.m. via Zoom.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), for pending and potential litigation, and RCW 42.30.110(1)(b), for consideration of real estate acquisition, the Council will now enter an executive session for approximately 1.5 hours.

POSSIBLE ACTION RELATING TO EXECUTIVE SESSION IN OPEN SESSION

MOTION: Councilmember Srebnik moved to approve the Settlement Agreement relating to the lawsuit filed in King County Superior Court - Cause No. 20-2-16529-8SEA and to authorize the City Manager to sign the settlement agreement and to take all necessary acts to implement the same. Mayor Baker seconded the motion.

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

ADJOURN SPECIAL MEETING

The Special Meeting concluded at 6:45 p.m.

CALL REGULAR MEETING TO ORDER

The Regular meeting began at 7:00 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: Juan Calaf, Sound Transit
Sloan Dawson, Sound Transit
Ariel Taylor, Sound Transit
Sarah Lovell, King County
Kathy Leotta, Sound Transit

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

Councilmember Srebnik requested to add business item “Discussion on Substitute House bill 10-83” to the agenda; the agenda was approved as modified.

PRESENTATION

Potential Transit-Oriented Development Partnership at Kenmore Park and Ride Area (Bus Rapid Transit 522/ NE 145th St. Corridor) involving the City of Kenmore; King County Metro; Sound Transit; and St. Vincent De Paul. Presented by Assistant City Manager Nancy Ousley and guest partners.
[Agenda Bill - TOD King County Metro; Sound Transit](#)
[Attachment 1: Presentation - Kenmore City Council Briefing](#)
[Attachment 2: Kenmore Park and Ride Transit-Oriented Development](#)

PUBLIC COMMENT

John Peeples, a Kenmore resident, spoke in favor of keeping the Squire’s Landing name. He also reiterated his opposition to the current City-wide DEI curriculum and spoke in support of the ability to recite the pledge of allegiance.

Jeremiah Ingersoll, a lieutenant with the Northshore Fire District, was unable to give comments pertaining to a possible upcoming merger ballot measure but was welcomed to attend a future meeting.

Rose Hendrix, requested that the pedestrian infrastructure in the proposed Sound Transit plan be examined.

David Morton, a Redmond resident, expressed his concerns concerning the possibility of diesel or carnosine being added to the asphalt pavement mix at Kenmore’s Cadman Asphalt Plant.

Phyllis Finley, a Kenmore resident, spoke in support of cutting budget costs.

Elizabeth Mooney, a Kenmore resident, affirmed comments made by David Morton. She also thanked the city for their support of House Bill 1057.

Tom Burrow, a Kenmore resident, expressed his desire to see a discussion on the merger of the Northshore and Woodinville Fire Departments at an upcoming agenda.

CONSENT AGENDA

- A. Approve Check #s 46640 through 46732 totaling \$365,882.57 and total Payroll/Taxes/Flexible Spending/ Retirement & Health Savings Account Electronic Deposits Dated 01/29/2021 in the amount totaling \$159,686.56
[Voucher Approval Report Covering 1/23/21 - 02/5/21](#)
- B. Approve Resolution 21-360 Adopting Revised Council Rules and Procedures
[Agenda Bill - Council Rules and Procedures](#)
[Resolution 21-360 Adopting Revised Council Rules and Procedures](#)
- C. Approve 2021 Retreat Report and Adopt 2021-2022 Council Goals
[Agenda Bill - 2021-2022 Council Priorities](#)
[Council Retreat Report, Pendleton Consulting, L.L.C / Uploaded 2/19](#)
- D. Adopt Ordinance 21-0521 amending the Municipal Code to address special Affordable Housing Permit Review Processes
[Agenda Bill - Affordable Housing Review Process](#)
[Ordinance 21-0521 - Relating to Affordable Housing Review](#)
[Exhibit A to Ordinance](#)
[Exhibit B to Ordinance](#)
- E. Authorize the City Manager to execute Amendment 1 with KPFF Consulting Engineers Contract 19-C2098 to increase the contract amount by an additional \$610,000 for work in 2021 and 2022
[Agenda Bill - KPFF Engineering Services Amendment 1](#)
- F. Authorize the City Manager to execute Agreement 19-C2012 Amendment 1 with Osborn Consulting to increase the budget by \$1,283,000 to accommodate upcoming work in 2021 and 2022
[Agenda Bill - Osborn Consulting Amendment 1](#)

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

BUSINESS AGENDA

Discussion on House Bill 1083; concerning relocation assistance for tenants of closed or converted manufactured home parks.

The Council has taken a position on Washington House Bill 1083, concerning relocation assistance for tenants of closed or converted manufactured/mobile home parks.

The City Manager has agreed to communicate with our lobbyists regarding the bill.

STAFF REPORTS

The City manager offered an update on the following topics:

- A. Pandemic Update
Numbers are trending in the right direction
- B. Coronavirus Relief Fund - Next Phase of Federal Funding
- C. Plastic Bag Emergency Proclamation
- D. Public Works Site Selection Update

COUNCIL REPORTS

There was consensus by the Council to place item "Northshore/Woodinville Fire District Merger" on an upcoming agenda.

ADJOURNMENT

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

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract for SR522 Right-of-Way Landscape Maintenance Services Proposed Council Action/Motion: Authorize City Manager to Execute Contract No. 21-C2693 with Judha of Lion Landscaping and Services LLC for Right-of-Way Landscape Maintenance.	For Council Meeting Agenda of: March 15, 2021 Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Manager <u>Initial & Date</u> JG 2.20.21 WL 3.1.21 Mar 3, 2021 By email 3.1.21 Approved by Department Head: Approved by City Attorney: Approved by Finance Director:  Approved by City Manager: Exhibits/Attachments: Contract 21-C2693
<u>INFORMATION/BACKGROUND:</u> The City has been responsible for maintaining right-of-way landscape along the SR522 and NE 153rd PL/NE 155th ST corridors since taking over maintenance after road improvements were completed. This work includes landscape maintenance within the amenity zone along the sidewalk, which has been completed by a contractor since 2013. In an effort to reduce spending in 2020 the landscape along NE 153rd PL/NE 155th ST between Juanita DR NE and 84th AVE NE and the SR522 center medians were removed from the contract. Landscape along 153rd/155th and the SR522 median beds are now maintained by our in-house public works crew. In an ongoing effort to keep spending down in the 2021-2022 biennial budget we decided to continue with a reduction in landscape maintenance performed by a contractor. The scope of work includes routine landscape maintenance services such as weeding, leaf and debris removal, pruning, fertilizing, and mulching along the SR522 corridor and adjoining side streets. The work was recently advertised using the Small Works Roster. Four bids were received ranging from \$37,605 to \$60,550 (not including sales tax). The lowest responsible was Judha of Lion Landscaping and Services LLC. <u>FISCAL CONSIDERATION:</u> This work is budgeted in the 2021-2022 biennial budget. With sales tax, the base cost of the contract for the routine work will cost \$41,415 annually with the potential for additional discretionary work that may include extra planting, pruning or irrigation repair. The contract is good for three years and will not exceed a total of \$149,99 for the term of the entire contract period.	

<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Effective and Efficient Services Enhance Public Safety

Signature: Leticia Salcido
Leticia Salcido (Mar 3, 2021 11:11 PST)
Email: lsalcido@kenmorewa.gov

JG Agenda Bill - Landscape Services

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Anastasiya Warhol (awarhol@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAE0fFCjscl01HyRn8UVbuX8AcfGfiTye

"JG Agenda Bill - Landscape Services" History

-  Document created by Anastasiya Warhol (awarhol@kenmorewa.gov)
2021-03-03 - 6:49:53 PM GMT- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2021-03-03 - 6:51:20 PM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-03-03 - 7:10:35 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2021-03-03 - 7:11:16 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
2021-03-03 - 7:11:16 PM GMT



POWERED BY
Adobe Sign

City of Kenmore Contract No. 21-C2693

SMALL WORKS PUBLIC WORKS CONTRACT WITH WAIVER

This Agreement is entered into by and between the City of Kenmore, Washington, a non-charter optional municipal code city referred to as the "City," and Judha of Lion Landscaping and Services LLC, hereinafter referred to as the "Contractor," whose principal office is located at 20427 SE 281st Street, Kent, Washington 98042.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A," attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "B," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$149,999.

The Contractor shall bill the City via invoice as set forth on Exhibit "C".

The Contractor shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

3. Contractor Budget. The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon signature by both parties and ending March 15, 2024 unless sooner terminated under the provisions hereinafter specified.

5. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City

employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. Indemnification.

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance

limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

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

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

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

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

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

8. Record Keeping and Reporting.

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

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City and any other public agency as otherwise required by law.

10. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

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

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

13. Notices. Notices to the City of Kenmore shall be send to the following address:

Jennifer Gordon, Public Works Operations Manager
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

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

15. Retainage Waived. Pursuant to RCW 39.04.155, the city is waiving retainage requirements on this agreement. The City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

16. Performance and Payment Bond Waived. Pursuant to RCW 39.04.155, the city is waiving performance and payment bond requirements on this agreement. The City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

17. Instructions and Determinations By The City. The City will occasionally provide additional oral or written instructions and determinations to the Contractor concerning the Scope of Work and any other matter concerning the performance and administration of this Contract. Contractor agrees to promptly comply and perform the Scope of Work and all other actions or duties in accord with the City's instructions and determinations at the agreed Unit Prices. If Contractor disagrees with any instructions or other determinations issued by the City, or believes the instructions or determinations are beyond the agreed Scope of Work under this Contract, the Contractor agrees to inform the City in writing

of its disagreement by providing a written protest in the form and in accord with the provisions of Paragraph 19 below.

18. Prevailing Wages. The Contractor shall pay prevailing wages as required by Washington statute and shall comply with RCW 39.12 and RCW 49.28. Washington statute requires that a Notice of Intent to pay prevailing wages and Affidavit of Wages paid must be filed for each year of a unit price contract. **A schedule of prevailing wages applicable to the Project may be found at the following website:**

<https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx>

The Department of Labor and Industries (“L&I”) publishes new rates on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The applicable prevailing wage rate for this Contract shall be the rate in effect on:

1. The date the written quote for the work is received by the City; or
2. Where no bid date has been established, on the date the signed bid is submitted to the City.
3. The Contractor shall update its prevailing wages paid each year and will submit new intents and affidavits of wages paid at the beginning and end of each year of the term of this Contract.

Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers.

19. Changes. The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within five (5) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor’s costs or time for performance, the City will make an equitable adjustment to the contract costs or time or both. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to provide a change order request within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the City’s proposed equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

19.1 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, a Work Order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within five (5) business days, provide a signed written notice of protest to the City that states the date of the event or circumstance giving rise to the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor’s records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment. If the City determines the protest is partially or wholly unjustified the City will inform the Contractor of its decision in writing within a reasonable period

of time.

19.2 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

19.3 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order or other order, action, determination, decision, or instruction of the City by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. Acceptance of a change order by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

19.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following the claim notice procedures and time limitations as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

20. Claims. The Contractor shall give written notice to the City of all claims other than change orders within five (5) business days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 19 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

If the Contractor has met all claim and notice provisions for protests and claims as provided in this Paragraph 11, any lawsuit by the Contractor to pursue additional compensation, additional time, or other relief related to this Agreement must be filed in King County Superior Court within one hundred (120) calendar days from the date the work is accepted by the City.

21. Termination.

21.1 The City may terminate this Agreement for cause. "Cause" shall include, without limitation, any one or more of the following events:

21.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

21.1.2. The Contractor's failure to complete the work within the time specified in this Agreement.

21.1.3. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

21.1.4. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

21.1.5. The Contractor's filing for bankruptcy or being adjudged bankrupt.

21.1.6. Any other material breach of this Agreement.

If the City terminates this Agreement for cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed in accord with the terms of this Agreement.

21.2 The City may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Contractor for acceptable work performed through the date of termination in accordance with this Agreement. Contractor shall also be entitled to receive any equitable amount for partially completed items of acceptable work (in the event of unit price work) and for the return or disposal of materials. No payment will be made for defective or otherwise unacceptable work. Regardless of whether this Agreement is terminated for cause or for convenience, the Contractor shall have no claim against the City for loss of anticipated profits on work not performed by the Contractor or for consequential damages. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

22. Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred or expended by the City, including legal costs and attorneys' fees and City staff time at normal billed rates, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

23. Environmental Regulations. The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1111 et seq.; and RCW's 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197.11.

24. Safety. The Contractor shall be responsible to comply with all requirements of WAC 296-24 and WAC 296-155 and other applicable safety regulations for the protection of laborers and facilities during the course of the Project work. Violations of safety regulations and related safety standards shall be considered a material breach of this Agreement and a basis for termination of the Agreement for cause.

25. Washington Law/Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit relating to this Agreement shall exist exclusively in King County Superior Court

DATED this 9th day of March, 2021

CONTRACTOR:

CITY OF KENMORE:

BY: _____

BY: _____

Title: _____

Rob Karlinsey

Title: City Manager

Address: _____

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following: (See Attached)

The general scope of work is to include the landscape maintenance of landscapes along the SR522 Right-of-Ways (ROW) and some adjoining side streets within the City of Kenmore. The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, traffic control if needed (traffic control plans along SR 522 will need prior approval from the City and the Washington Department of Transportation) and other items necessary for the complete maintenance and landscaping in accordance with the provisions herein, of the following Rights-of-Way within the City of Kenmore.

1. SR522 North ROW between the 6100 Block and 8400 block (from curb to back of sidewalk);
2. SR522 South ROW between the 6000 Block and the 6800 block;
3. East side of 68th Ave NE between NE 175th ST and NE 185th ST;
4. West side of 68th Ave NE between NE 175th St and NE 181st ST;
5. South sided of NE 181st ST between 67th Ave NE and 68th Ave NE;
6. NE 181st ST between 68th Ave NE and 73rd Ave NE (both sides);and
7. 73rd Ave NE between NE 175t ST and NE 181st ST (both sides)

The maps in **Attachment B** demonstrate the work areas. They are for general information only. Note that SR 522 improvements are complete from 61st to 65th Avenues NE and the aerial map are not up to date for this segment.

- A. The areas to be maintained within the ROW include, but are not limited to landscape beds, trees, shrubs, ground covers, tree squares, and hardscapes including sidewalks, bases of walls, and paved areas.
- B. The Contractor shall replace, at Contractor's own expense, any groundcover, trees, shrubs or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the Contractor shall be of top-quality condition and shall be guaranteed by the Contractor for one year.
- C. Contractor's operations and activities pursuant to a contract awarded from this ITB shall be under the control and supervision of the City's Public Works Operations Manager or designee (City Project Manager).
- D. Prior to beginning work, the Contractor shall submit the work schedule to the City's Project Manager. The schedule must look-ahead at least three months. Any changes to the schedule must be submitted to the City Project Manager at least a week BEFORE the work dates are modified. The Contractor shall establish a routine work schedule such that, to the extent possible, work shall be performed on the same day and time each visit to complete the contract work and shall be included in the proposal. Maintenance activities may be performed between the hours of 7:00 AM and 3:00 PM, Monday through Friday, on the exterior ROW.

Maintenance activities that require traffic control on SR 522 will be limited to the hours between 9:00 AM and 3:00 PM.

- E. If additional work or services is desired either by the City or the Contractor, a Discretionary Work Request Form shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work services. Written approval by the City must be obtained prior to the start of any additional work.
- F. The Contractor will notify the City prior to every visit and provide the City with a documented summary of work completed after each visit. This should be received by the City via email within one week of the work being completed. The summary of work completed shall include:
 - a. Date;
 - b. Arrival Time and Departure Time;
 - c. Staff onsite;
 - d. Detailed report of work completed;
 - e. Notes/Comments (to include any items requiring attention or that may need a discretionary request to have the work completed – property damage, hazards, etc.).

This reporting is a contract requirement. The cost of preparing and submitting the summary is required and payment for this work is incidental to the bid items. The current summary must be submitted in order to be paid for the payment period's work.

The general descriptions of the landscaping and maintenance services to be provided in the contract are as follows.

Landscape Beds

The Contractor shall maintain all trees, shrubs and groundcover of the parks in a healthy, growing condition, by performing the following operations:

Pruning & Shrub Trimming

1. Tree pruning shall be done so as to keep the natural shape of the tree (no shearing or tip cutting). Branches shall be cut back and/or limbed up to keep out of the travelled roadway as well as the pedestrian travelled sidewalk. Thinning cuts may also be made (including removal of suckers) Pruning cuts shall be made back to a lateral or the trunk. Pruning shall be done under the supervision of a certified arborist.
2. The Contractor shall be responsible for notifying the City of any significant tree hazards including, but not limited to: dying or dead trees, significant broken limbs or damage, disease and insect infestation.
3. The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, utility vaults, sidewalks, and roadway. They shall be trimmed at the inside edge of the curb or sidewalk. In order to keep new growth from protruding over the curb or preventing site distance for vehicular traffic, the shrubs will need to be trimmed per the schedule outlined below. All shrubs are to be trimmed per the schedule to maintain the shape of the shrub. Growth of new sprouts, suckers, etc. are to be trimmed

frequently so that each shrub maintains its shape and maintains an ornamental, neat and structured appearance.

4. Major pruning of any deciduous trees shall be done in the dormant season. Minor pruning can be done at any time.

Bed Maintenance

1. Landscape beds and tree squares shall be kept free of weeds, trash, and debris.
2. Weeding shall be done mechanically. Chemical applications may be used on a limited basis. The City reserves the right to limit the use of specific herbicides and/or application of said herbicides. All pesticide applications must be approved by the City prior to any application. All pesticide applications shall be done in compliance with all federal, state, and local laws by a Washington State Department of Agriculture licensed applicator.
3. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner. Where irrigation is available, this will include negligence in failing to provide adequate water supply to support healthy plant growth.
4. The Contractor may need to remove dead or damaged plants and replace with the same plants of equivalent size, condition, and variety after obtaining written approval from the City. This will be done at the expense of the City unless plant damage or death was due to the Contractor's negligence in which place the replacement will be at the Contractors expense. The replacement plant materials supplied by the Contractor shall be of top quality condition and shall be guaranteed by the Contractor for one year.

Mulching

All landscape beds and tree square shall be mulched on an annual basis (February/March). Mulch shall be WSDOT Wood Chip Mulch Specification or approved equal, to be approved by the City Project Manager prior to any application.

Irrigation

Irrigation does exist within the project limits; however, the City of Kenmore will be responsible for all irrigation maintenance and operations except for any damage caused by the maintenance activities of the contractor. The contractor will be expected to report any damage to the City whether at fault or not.

Hard Surfaces

Sidewalks, driveways, wall bases, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown into adjacent property, street surfaces, fence lines, or planting beds.

Traffic Control

Traffic control will be minimal, but if traffic control is necessary to perform any work in the contract, it shall be in accordance with the current issue of the MUTCD (Manual for Uniform Traffic Control Devices) will be required. The Contractor shall submit a traffic control plan to the City. The City shall get Washington State Department of Transportation approval for work along SR 522 before the City will approve and return to the Contractor. The Contractor shall not deviate from the approved traffic control plan. Traffic control shall be included in the service it is needed for.

Personal Protective Equipment

The Contractor shall have staff equipped with all of the necessary personal protective equipment at all times. The Contractor will be required to have staff wear reflective vests while doing any work under the contract.

Discretionary Work Requests

A Discretionary Work Request (DWR), **Attachment A**, shall be used for any work to be completed above and beyond work included in the executed contract. Work shall be done on a time and materials basis. A DWR must be approved by the City before work may commence. Examples of work that may be done via a DWR could be, but not limited to, planting installation, mulching, major irrigation repairs, etc.

EXHIBIT B

Rates for Services to be Provided by Contractor. The Contractor shall furnish the services in accordance with the following rates: (See attached)

SR 522 with connecting side streets

Description of Work	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency (Include Labor & Materials)	Annual Cost
Mulch (WSDOT Spec. Wood Chip Mulch)	1 (February)	# 5,000	\$ 5,000	\$ 5,000
Trees: Pruning/Trimming	4	# 24	\$ 440	\$ 1,800
Shrub trimming	6	# 104	\$ 440	\$ 6,000
Weeding	26	# 91	\$ 225	\$ 5,850
Litter Control	26	# 156	\$ 325	\$ 5,450
Leaf/Debris Cleanup (Weekly in November and December)	12	# 78	\$ 210	\$ 6,400
Hard surfaces (Blowing)	26	# 156	\$ 275	\$ 7,150
Annual Cost for SR522			\$ 37,650	

Discretionary Request Hourly Rates

Irrigation Technician Hourly Rate	\$ 95
Landscape Maintenance Laborer Hourly Rate	\$ 75

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D

(Insert W-9)

EXHIBIT E

Nondiscrimination Agreement.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiations, made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request WSDOT enter into such litigation to protect the interests of the State and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**ATTACHMENT A
DISCRETIONARY WORK REQUEST FORM
SR522 ROW Landscape Maintenance Services**

TO BE COMPLETED BY THE CITY:

Date of Request: _____ **Requester's Name:** _____

Location: _____

Describe Requested Work: _____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action: _____

Cost Estimate: _____

Proposed Schedule: _____

Contractor's Signature

Date

AUTHORATION TO PROCEED: _____
City of Kenmore Signature Date

ATTACHMENT B



SR 522 Corridor 6100 - 6400 blocks





SR 522 Corridor 6400 – 6800/NE 181st St/68th Ave NE





SR 522 Corridor 68th Ave NE – 73rd Ave NE





SR 522 Corridor 7500 block – 80th Ave NE





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: City of Kenmore Public Works Maintenance and Operations Facility Site Selection Criteria Proposed Council Action/Motion: Finalize Site Selection Criteria and Approve the Site Selection Process.	For Council Meeting Agenda of: Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Manager <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></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>JG 3.5.21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>KW via email</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>RGK 3.9.21</u></td></tr> </table> Exhibits/Attachments: Site Selection Criteria and Process_____		<u>Initial & Date</u>	Approved by Department Head:	<u>JG 3.5.21</u>	Approved by City Attorney:	<u>KW via email</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RGK 3.9.21</u>
	<u>Initial & Date</u>										
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Approved by City Attorney:	<u>KW via email</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RGK 3.9.21</u>										
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore had been contracting with the City of Lake Forest Park to provide public works services since the City incorporated in 1998. The contract continued to roll over every year with minimal changes to the contract language itself, with the changes mainly relating to the increase in labor costs. The City continued to grow over the years and in 2016 the City decided to perform a Public Works Services Analysis. The Public Works Services analysis recommended that the City: • Build an organization with City staff as the primary first response team; • Establish sound business practices; • Develop metrics to track effectiveness; and • Evaluate performance and grow the Public Works Department as the City grows The City held multiple meetings during the first half of 2018 with the City of Lake Forest Park representatives in an effort to update the contract for public works service, but on June 1, 2018 the City of Lake Forest Park gave notice to the City that they would not be able to continue to provide public works services to the City of Kenmore past December 31, 2018. Kenmore staff immediately began to work on a transition plan to bring public works services inhouse on January 1, 2019. Staff presented to Council in August of 2018 a transition plan including startup costs, recommendations on number of staff and new equipment needed as well as a proposal for a temporary public works yard and temporary public works office. It was during this time that staff had multiple conversations with the Council about how important it was to find a permanent site for a Public Works Operations and Maintenance Facility to ensure the ongoing success of the											

operations department to deliver the desired level of service and the most cost effective and efficient services to the community.

In December of 2018, the City hired TCF Architecture to perform a space needs assessment for a permanent facility looking out 10-20 years in the future. Staff then developed site selection criteria to determine the best possible options for sites suitable for the permanent Public Works Operations and Maintenance Facility. After analyzing many properties, each site was given a score based on the site selection criteria. Based on the scores, staff made a recommendation to the Council to move forward with the purchase of real property located at 7023 NE 175th Street, Kenmore, Washington, 98028.

The City has determined that it is necessary to acquire and construct a Public Works Maintenance and Operations Facility (“Project”) for the Public Works Department. The Project involves the development of a permanent public works building to serve public purposes, including but not limited to: surface water, streets, and parks maintenance and operations activities.

Under Title 35A RCW, the City of Kenmore is a non-charter optional municipal code city and authorized to acquire title to real property for public purposes pursuant to Chapter 8.12 RCW. Under this authority, the City has determined that it must acquire certain property and/or property rights for the Project.

Ordinance No. 20-0509 to approve the acquisition of real property located at 7023 NE 175th Street, Kenmore, Washington, 98028 was presented to City Council during the July 13, 2020 City Council Meeting. Due to opposition from the property owners and some members of the Kenmore community, the effort to acquire the property was suspended.

The City Council then formed an ad hoc sub-committee to review and amend the site selection criteria. The sub-committee provided the revised site selection criteria to staff in September of 2020 with the intention for staff to interpret the Council sub-committee’s revised criteria and create a new process for selecting a permanent location for the Public Works Maintenance and Operations Facility.

Public Works continues to run day to day maintenance and operations activities from the temporary half-acre yard space located on the corner of SR522 and 67th Ave NE via a temporary use permit and the temporary 1400ft² office space located in the Post Office building at 6700 NE 181st ST. Both locations are considered short-term interim spaces and are inadequate for providing effective and efficient services to the Kenmore Community.

The proposed site selection criteria and process is up for discussion at tonight’s meeting.

FISCAL CONSIDERATION:

The City has allocated funding for this acquisition in the adopted Capital Improvement Plan.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Provide effective and efficient services to the community.

Public Works Facility Property Selection Criteria – Staff Proposal February 2021

Criteria reviewed and proposed by City Council Subcommittee (November 2020):

- Councilmember Milton Curtis
- Councilmember Debra Srebnik
- Councilmember Melanie O’Cain

Public Outreach

Council Check-In/Discussion

Staff interpretation and proposed implementation:

Press Release (Week of March 8, 2021)

Council determination of Public Works Facility site selection criteria (March 15, 2021)

Website Project Page (On-going and updated regularly)

Phase 1

During this phase, all properties in Kenmore will be sorted based on “Absolute Disqualifiers” (AD) and removed from the selection process. AD conditions are listed in Table 1.

Phase 2

During this phase, all properties remaining from Phase 1 will be evaluated using Phase 2 conditions. The top 100 properties continue to Phase 3 evaluation. Phase 2 conditions are listed in Table 2.

Public Open House (prior to Council meeting)

Council check-in(at City Council meeting)

Include designated public comment period in agenda

Phase 3

During this phase, up to 100 properties will be evaluated using Phase 3 conditions. The top 8-12 properties will continue to Phase 4 evaluation. Phase 3 conditions are listed in Table 3.

Public Open House (prior to Council meeting)

Council check in (at City Council meeting)

Include designated public comment period in agenda

Phase 4

During this phase, the properties will be evaluated using Phase 4 conditions, to determine if there is a willing seller. This criteria would create an “Absolute Qualifier”. If more than one property has willing sellers then City will begin evaluation of properties to determine best option, but it will not continue using this process. If no one property is identified as having a willing seller, all properties will then continue on to Phase 5 for further evaluation.

Phase 5 (Council meeting(s) to select final property)

Include designated public comment period in agenda

During this phase, Council will utilize the discussion points listed in in Phase 5 to determine which property they will direct staff to pursue the acquisition of.

Scoring Scale

The Council Subcommittee proposed a new scoring scale based on a 0-6 or 0-3 point spread depending on the criteria. They felt that a 0-25 point scale provided to much range and a single point in the overall score provided little significance as a result. After review, staff replaced the 0-3 point scale in Phase 5 with conversation points. The following table presents the new 0-6 point scoring scale:

6 Point Scoring Score	Comment
0	Many concerns, feasibility issues, many challenges and unlikely to be resolved
1	Concerns, issues and challenges that can only be resolved with extreme solutions
2	Impactful concerns, issues or challenges not “easily” addressed
3	Neutral
4	Increase in number of issues or concerns
5	Minor concerns emerge but “easily” resolved
6	No concerns, feasible, no challenges

Table 1: Phase 1 Criteria (Absolute Disqualifiers)

Criteria	Value	Score	Comment
Useable Property Area	> 1.5 Acres	Qualify	"Useable property area" includes the total acreage of a property minus any known critical area or other unusable area
	< 1.5 Acres	Disqualified	
Property Configuration (Internal)	Yes	Qualify	Property is wide enough to accommodate all set-back requirements appropriate for zoning and still accommodate all other space needs. Property (minus set-backs) is at least xx-feet wide to allow for circulation of vehicles and equipment.
	No	Disqualified	Property can accommodate building of at least 50-feet wide and 13,705 SF (whether existing or designed) Property has 15,000-square feet of accessible area (after considering building placement and vehicle/equipment circulation) for storage of materials and equipment.
Adverse Environmental Conditions	No	Qualify	Adverse environmental conditions include any man-made hazards, severe pollution that cannot be feasibly mitigated due to cost or complexity or property is heavily encumbered with critical area.
	Yes	Disqualified	
Currently Provides Public Service	No	Qualify	Does the property currently provide public services, such as City Hall, Fire Station, Public Utility, Public School, etc...
	Yes	Disqualified	
Located in:	No	Qualify	These areas are specifically identified as not suitable for a Public Works Facility
- Direct connection to SR 522 - Strategic Civic Investment Area - Mobile Home Park (Affordable Housing)	Yes	Disqualified	

Table 2: Phase 2 Criteria (Includes all qualified properties from Phase 1)

Criteria	Value	Score	Comment
Access (External)	Very Flawed	0	Heavily restricted access, narrow road width, 1-way traffic at entrance, large trucks are unable to access, within xx-feet of intersection, heavily shared access from ROW
		1	
		2	
	Neutral	3	Slightly restricted access, narrow road width at entrance, large trucks require special care, but otherwise good, lightly shared access from ROW
		4	
		5	
	Perfect	6	Wide turning radius at entrance for large trucks, 2-way traffic at entrance, not within xx feet of an intersection, sole access from ROW
Cost of Land, Building, Improvements (KC Assessor)	Exceeds current budget	0	Council Subcommittee and Staff understand that KC Assessor values are typically low, however, a starting point is needed and assumption is that low values are applied to all properties.
	95% - 100% of current budget	1	
	90% - 95% of current budget	2	
	85% - 90% of current budget	3	If property has building that may meet facility needs then staff will apply a xx% remodel cost.
	80% - 85% of current budget	4	
	75% - 80% of current budget	5	If property is land only then staff will add \$xxM for construction of new facility. If property requires removal of existing building and construction of new building then staff will add \$xx for demolition and \$xxM for construction of new facility.
	75% or less of current budget	6	

Table 3: Phase 3 Criteria (Includes top 10% from Phase 2 up to 100 properties)

Criteria	Value	Score	Comment
Environmental Impact (i.e. impacts to wetlands, streams, forests, shoreline, etc)	Very Flawed	0	Severe impacts that are not feasible to mitigate
		1	Severe impacts that could be resolved with extreme mitigation
		2	
	Neutral	3	Concerning impacts but moderate mitigation would resolve issues
		4	
		5	Some impacts but easily mitigated
	Perfect	6	No impacts to the environment on the property or adjacent to the property.
Property is part of larger group of properties (i.e. business, residential community, etc..)	Very Flawed	0	Property is one of several properties and mitigation is infeasible.
		1	
		2	
	Neutral	3	Property has interests tied to one or more separate adjacent properties but mitigation is feasible
		4	
		5	
	Perfect	6	Property does not have any interests tied to other adjacent properties.

Table 4: Phase 4 Criteria (Absolute Qualifier - Includes top 10 scores from Phase 3)

Criteria	Value	Score	Comment
Willing Seller	Yes	Qualify	City will consider purchase of property with willing seller(s). If more than one property has willing sellers then City will begin evaluation of properties to determine best option, but it will not continue using this process. This is not an obligation to purchase a property, but merely an opportunity for the City to evaluate the property before moving on to the next phase.
	No	Disqualify	If all properties are not willing sellers then all properties continue to Phase 5.

Table 5: Phase 5 Criteria (Includes all properties from Phase 4)

Criteria	Discussion Points
Zoning	These are the primary zoning designations in Kenmore: • Manufactured Housing Community* • Residential • Downtown Residential • Golf Course • Downtown Commercial • Downtown Corridor • Waterfront Commercial • Special District Overlay • Parks • Neighborhood Business • Community Business • Regional Business** • Public and Semi-Public** *Already exempt with exclusion of mobile home **Zoned for Public Works Facility (all other zones would require comp plan amendment)
Impact on Neighboring Properties including disadvantaged or marginalized communities	Consider impacts on neighboring properties, which would include consideration of impacts to disadvantaged and marginalized communities: • Are there major negative impacts that cannot be mitigated? • Are there impacts that can be mitigated using strategies such as hours of operation, noise limitations, and screening? • If mitigation is required, what is the scale of mitigation needed? • Are there few to no negative impacts on neighboring properties?
Impact on displaced businesses using property	Consider impacts on businesses using the property: • Is there a business (or multiple businesses) utilizing the property? How many? • How many employees does the business or businesses employ that utilize the property?
Relocation Issues	Consider relocation impacts (for existing users of the property): • Is it likely that the user of the property (i.e. business, resident, tenant) can relocate to a location within Kenmore? • Does the user of the property have specific requirements to remain in Kenmore? If so, are there likely to be accommodated in Kenmore? • If relocated, will the user of the property likely be provided a comparable property at similar cost? • Are there multiple or limited options available for relocation? • Is there a new location already available for the user of the property that is

	agreeable?
Non-business Functions that provide benefit to Public	Consider non-business functions/activities (culturally significant gatherings, social groups, non-profit events, etc...) that provide a benefit to the public? • How many people are benefiting from these functions? • Are the benefits primarily provided to the Kenmore community or are they provided to the larger region? • There are no non-business function impacts to the property.

Review of the Process for Identifying and Evaluating Potential Locations for a New Public Works Facility

Subcommittee members:

- Milton Curtis
- Debra Srebnik
- Melanie O’Cain

DISCUSSION

Presuppositions:

- Public Works is an essential city function. Cities in general and Kenmore specifically needs a Public Works facility to allow them to function at maximum efficiency.
- The split locations on SR 522 and the post office are not ideal for the long term since it is inefficient to work out of 2 locations, it is too small, and it takes valuable SR 522 property which could be better used for a commercial business.
- We want to choose the best location realizing that there probably won’t be a perfect location that meets all of our criteria.
- We will use a process that is as objective as possible using criteria which will be applied to all sites to be considered.
- Ideally there will be high intra-observer reliability where multiple people could apply the criteria to various properties and get a similar if not identical score.
- No set of criteria will be perfect, but we can include those that we already used plus add some suggested by public comments.
- All sites that have been considered should be on the list of compared properties, not just the ones south of 175th Street.
- The process should be transparent and simple to understand by the public.
- The Evaluation Criteria should be fair, open-minded and not designed to get a preferred outcome. Any outcome based on the Criteria and the process should be considered by the Council without a preconceived outcome.
- This set of recommendations provided by the subcommittee of the Council is advisory only and will be reviewed by the City Manager, Public Works Director and Legal Council before it is submitted to the full Council.

Proposed process:

- Evaluate the Evaluation Criteria.
 - Add, subtract or modify Criteria.
 - Evaluate the scoring and weighting system.
 - Propose changes to the scoring system.
 - Create a draft New Evaluation Criteria with new scoring system.
- Review of the Evaluation Criteria and proposed process
 - By the City Manager and staff.

- By legal counsel.
- Present to the Council.
- Communication to the public.
 - Show the new criteria to the public.
 - Consider getting public input on the process before the properties are scored. (Ask Rob and Dawn if this is possible.)
 - Once a score is given to each property people start reacting emotionally if they don't like that answer.
 - Getting input on the criteria will still generate discussion, but at least people will see the logic of our proposal.
 - They may have suggestions which we may incorporate.
 - Add a Question and Answer information sheet to address major issues brought up in public comment. (Wetlands, noise, contamination, impervious surface, etc)
 - Add a comprehensive list of everything PW does, so the public can see the importance and the value the citizens get from the PW department.
- Apply the new Evaluation Criteria and scoring system to EVERY property that has been considered with input from the Council Subcommittee and staff. People need all of the information, so they can see how hard this decision is.
 - The last list just showed the ones on the south side of 175th Street.
 - We need to include the one on 202nd Street, Lake Point, others on the north side of 175th Street and a do-nothing option staying in the present location.

What criteria should be added? Here are some concepts to consider:

- What is the effect on Kenmore businesses?
 - How many businesses would be affected?
 - How many businesses would leave the city?
 - How many employees would be affected?
 - Can those businesses find rent at a similar value?
- What non-business functions are in the building?
 - Examples would be social/cultural events, public service, or education.
 - Can the loss of this space be mitigated by moving the functions to another location?
- Lost opportunity.
 - What uses for the property are being eliminated by using it as a PW facility?
 - Examples would include loss of commercial development on SR 522 or increased difficulty developing a property into a Master Use area if part of the area was used for PW.
- How will it affect the City of Kenmore?
 - Negative impacts: What would the financial impact from loss of taxes be on Kenmore from the loss of these businesses?
 - Positive impacts: Are there presently issues that would be resolved if the business relocated?

What criteria should be deleted?

- Using the King County Assessors Value is not a good predictor of the eventual purchase price of property. They tend to undervalue properties to avoid appeals.

What criteria should be clarified or modified?

- Separate willing seller, useable structure and cost since they are all independent variables.

What criteria could be considered but probably should not be included?

- Race, ethnicity, gender etc of the owner. Any preference for one or exclusion of one could be illegal and put our process at legal risk to be challenged. (Ask Dawn)

Evaluation of the scoring / weighting system:

- A scoring system that varies from 4 to 25 is so wide that it makes a few high value items drive the end result and gives the low value items almost no recognition.
- Each point difference should be meaningful.
 - Is a 1/25th difference significant?
 - If there are 25 points will anyone chose a 12?
 - Is there a meaningful difference between and 11 and a 12?
 - If these small gradations are irrelevant then maybe they should be eliminated.
- Would a 0 to 5 or 0 to 10-point scale be just as meaningful and actually represent the reality of our precision on individual items?
- Items should be scored individually instead of lumped together such as willing seller, useable structure and cost.
- It needs to be clear for each criterion if the range is 0 to X or 1 to X. Zero implies there is an answer that has no positive value. 1 suggests there is some value.
- Items of approximately equal value should have maximal scores that are similar.

PROPOSED CRITERIA

Absolute disqualifiers: If these are present, no further evaluation is needed. If they are discovered during the time of due-diligence, then the process would immediately stop.

- Are there man-made hazards such as severe pollution that cannot be feasibly mitigated due to cost or complexity?
- Are there natural hazards such as significant routine flooding or steep hillsides susceptible to landslides that would severely impact the site and make it unusable?
- Is the lot too small (Maybe < 1.29 acres.) to build a PW facility? (Ask Jennifer Gordon)

Proposed criteria to be considered:

- **Numbering system:**
 - Positive criteria for things we want: 1 to 6 scale
 - Negative criteria due to obstacles or undesirable outcomes: 0 = no positive value

- Some set points are given for reference, but any number within the range can be chosen.
- **High value** (which means these items must be addressed for the property to be considered at this time.) Maximum is 6. Range is 0 to 6. 6 is absolutely perfect. 4 or 5 is really good. 3 is neutral. 1 or 2 presents challenges but still doable. 0 has concerns.
 - Zoning:
 - ❖ 6 if the zoning specifically allows our proposed use.
 - ❖ 3 if it is close and could be a non-conforming but allowable use (Ask Debbie Bent)
 - ❖ 1 if it would require a zoning change using the standard process for amending the Comprehensive Plan.
 - Adequate size for present needs. Useable land (not total lot size):
 - ❖ 6 if > 2 acres
 - ❖ 5 if 1.5 to 1.99 acres
 - ❖ 3 if 1.4 to 1.49 acres
 - ❖ 1 if 1.3 to 1.39 acres
 - ❖ 0 if < 1.29 acres.
 - Proper configuration for buildings and required activities such as adequate parking, enough room to turn large vehicles around, and a place to store materials.
 - ❖ 6 if perfect with no modifications needed.
 - ❖ 5 if good, but minor, inexpensive modifications are required.
 - ❖ 2 still doable but more modifications or expensive modifications are needed to make the site functional.
 - Adequate access to the site. (Ask Jennifer Gordon)
 - ❖ 6 if perfect with wide turning radius at the entrance for large trucks, 2-way traffic at entry and onsite, and wide enough for large trucks to pass another vehicle.
 - ❖ 4 if slightly restricted access where large trucks require special care, but otherwise good.
 - ❖ 1 if narrow right of way with room only for 1 lane of traffic.
 - Cost of the land (estimated value for land only). Use only the one that applies.
 - ❖ 6 if < \$1.5M
 - ❖ 4 if \$1.51 to 1.8M
 - ❖ 3 if \$1.81 to 2.1M
 - Cost of land + useable building and site. Use only the one that applies. (Ask Rob)
 - ❖ 6 if < \$4.5M
 - ❖ 4 if \$4.51 to 4.9M
 - ❖ 3 if \$4.91 to 5.3M
 - Suitability of any present structure.
 - ❖ 5 if it is turn-key with almost no modifications needed.
 - ❖ 4 if minor modifications required costing < \$200 K. (Ask Rob and Jennifer Gordon.)

- ❖ 3 if more modifications required costing \$201 to 400 K
- ❖ 1 if barely workable
- ❖ 0 if teardown and build new building
- Environmental impact if used for a PW facility. Consider impervious surfaces, wetland effects, stormwater management. Environment concerns such as stormwater management will be improved if the City of Kenmore owns the property.
 - ❖ 6 if there are no environmental impacts and no mitigation is needed.
 - ❖ 4 if there are minor environmental impacts and mitigation is possible.
- Willing seller.
 - ❖ 6 If seller reaches out to us to offer a useable site.
 - ❖ 4 if we find a useable site with a willing seller with no encumbrances such as subtenants.
 - ❖ 3 if we find a useable site with a willing seller but with encumbrances.
 - ❖ 0 unwilling seller requiring condemnation process
- **Lower value** (which means they are of some value but the project could proceed if they were not addressed. They would help differentiate properties with similar scores.) Maximum is 3. Range is 0 to 3. 3 is absolutely perfect. 2 is really good. 1 is neutral. 0 has concerns.
 - Single lot and single owner issues.
 - ❖ 3 if there is one owner and one legal lot
 - ❖ 2 if there is more than one owner but all are in agreement to sell, and they have one legal lot
 - ❖ 2 if 2 lots need to be purchased where all owners are all willing sellers.
 - ❖ 1 if 3 or more lots need to be purchased where one or more owners are all willing sellers.
 - Effect on neighboring properties and people in those properties.
 - ❖ 3 if there are only industrial surrounding areas with no impacts on residential or businesses.
 - ❖ 2 if there are minor negative effects that can be easily mitigated using hours of operation, noise limitations, screening, etc.
 - ❖ 1 if there are major effects but they can be mitigated using hours of operation, noise limitations, screening, etc.
 - ❖ 0 if there are major negative effects which cannot be mitigated.
 - Effect on the primary business and tenant businesses
 - ❖ 3 if the primary business would stay in Kenmore and there are no tenant businesses.
 - ❖ 2 if there is only one business that would do well in another city with no tenant businesses.
 - ❖ 1 if there are 2 or 4 businesses total
 - ❖ 0 if there are >or= to 5 businesses total
 - Relocation issues:

- ❖ 3 if a new location is already available for the owner with terms that are agreeable to the owner
- ❖ 2 if there are multiple options for a new location
- ❖ 1 if there seem to be limited locations at a similar rent.
- Presence of non-business functions in the building that involve the public. Examples would be social/cultural events, public service, or education.
 - ❖ 3 if there are no non-business functions.
 - ❖ 2 if there are < 1/mo and the function can easily be moved to another location.
 - ❖ 1 if there are >or=2/mo but where the function can be moved to another location.
 - ❖ 0 if there are >or=2/mo gatherings per month that cannot be moved to another location.
- Lost opportunity. (Uses for the property that are being eliminated by using it as a PW facility. Examples would include loss of commercial development on SR 522 or increased difficulty developing a property into a Master Use area.)
 - ❖ 3 if there are no plans for the property and no adverse consequences.
 - ❖ 2 if there are minor lost opportunities if the property developed according to highest and best use.
 - ❖ 0 if it eliminated future planned density or affordable housing in our downtown core.
- Adequate size for future need
 - ❖ 3 if expected to meet all needs for the next 30 years
 - ❖ 2 if expected to meet all needs for the next 20 years
 - ❖ 1 if expected to meet all needs for the next 10 years
 - ❖ 0 if expected to meet needs for only the next 5 years

Submitted by Milton Curtis, Council Member 8/5/20. Updated 8/29/20 and 9/28/20.

VIII. A. December 2020 Financial Report, presented by Finance and Admini...

Sales Tax revenue generated \$7 million (biennium) which is 113% over the budgeted amount (\$6.2 million) for the biennium. The major increase came from the industries in construction, retail, and services. The following is the increase from the last biennium (2017-2018) to the current biennium (2019-2020):

Industry	Amount	% increase
Construction	\$325,000	32%
Retail	\$376,000	23%
Services	\$220,000	13%

A review of the top 500 sales tax remitters accounting for 89% of total remittances in the month of December, indicates that 22% of the total was generated from internet-based companies. In the retail category approximately 51% of the revenue was from internet sales.

Utility Taxes totaled \$2 million or 82% of the amount budgeted of \$2.5 million. The category of utility tax on cell phones was lower than in previous years.

Development fees & permits revenue was \$2.1 million or 115% of the amount budgeted for the biennium (\$1.9 million).

Expenditures totaled \$28 million for the biennium which is 97% of the budgeted amount of \$28.9 million.

The fund balance as of December 31, 2020 is estimated to be approximately \$4.7 million. This amount may change for any year-end entries that may be pending.

Street Fund:

As of December 2020, biennium revenues totaled \$4.6 million and expenditures totaled \$3.9 million. The ending fund balance in this fund is projected to be approximately \$1.6 million.

Surface Water Management Fund:

As of December 2020, biennium to date revenues totaled \$5.1 million or 124% of the budgeted amount (\$4.1 million). Biennium expenditures as of December 2020 were \$3.6 million or 82% of the biennial budget amount of \$4.4 million.

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 18, 2020
RE: December 2020 Financial Reports for the City of Kenmore, Washington

December 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

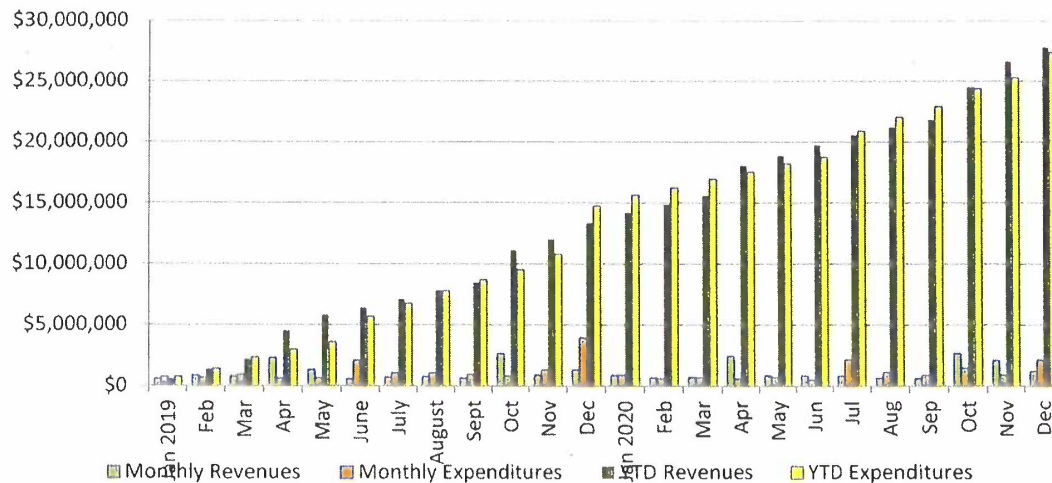
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, December is the twenty-fourth (100%) of the 2019-2020 biennial budget period. For the month of December, expenditures exceeded revenues in the General Fund by \$928,455. Biennium to date, expenditures exceeded revenues by \$216,397.

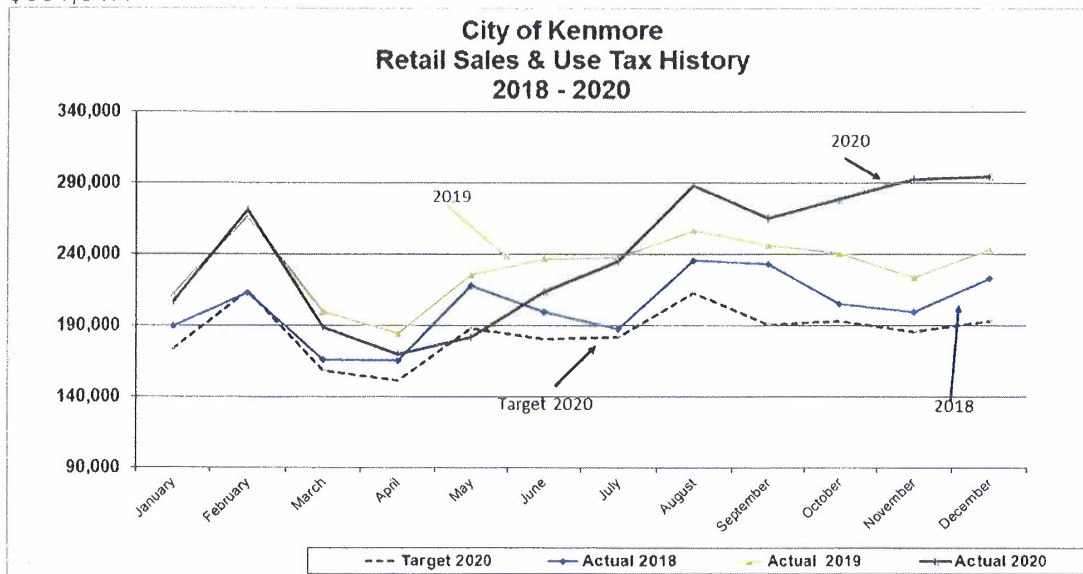
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through December 2020.

City of Kenmore, Washington
Monthly Financial Report
December 2020



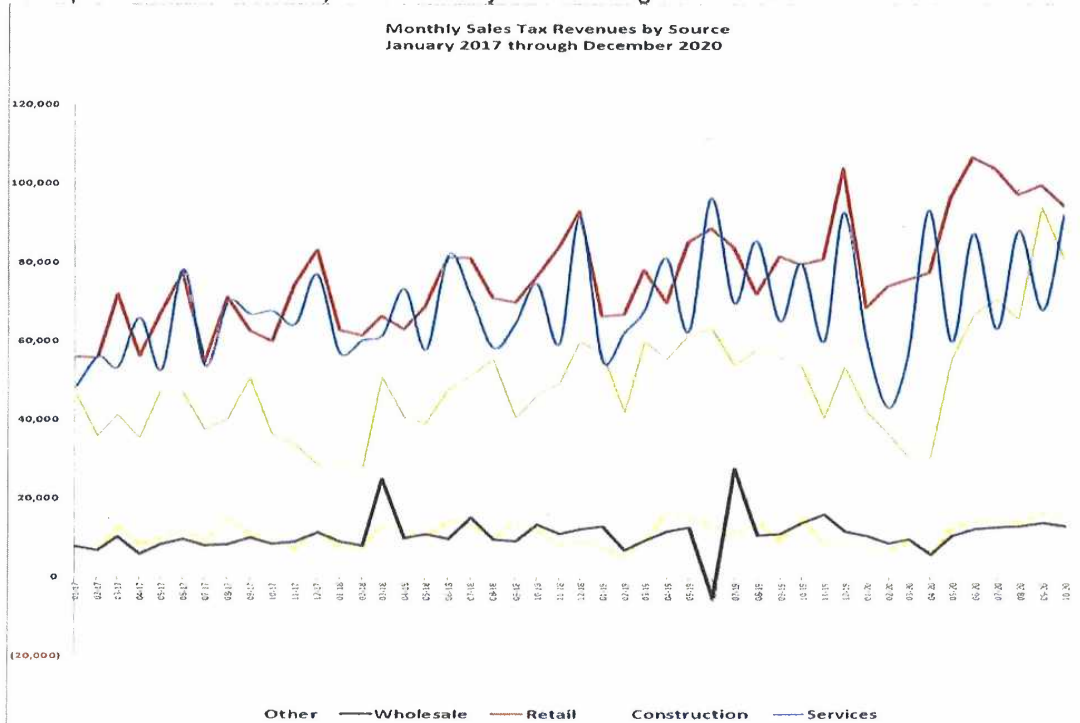
Total **revenues** for the month were **\$1,201,066**. Biennium to date revenues are \$27,817,268 which is 102% of the amended budgeted revenues of \$27,163,249. Primary sources of revenue for the month included property taxes in the amount of \$27,627, development fees & permits in the amount of \$46,884, retail sales and use taxes in the amount of \$294,835, grants in the amount of 52,642, and utility taxes in the amount of \$130,639.

A summary of sales tax revenues received in **December** is attached. These receipts are based on **October** 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 \$113,664 above 2019 and ahead of the 2020 target by \$661,847.



City of Kenmore, Washington
Monthly Financial Report
December 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 2017 through December 2020.



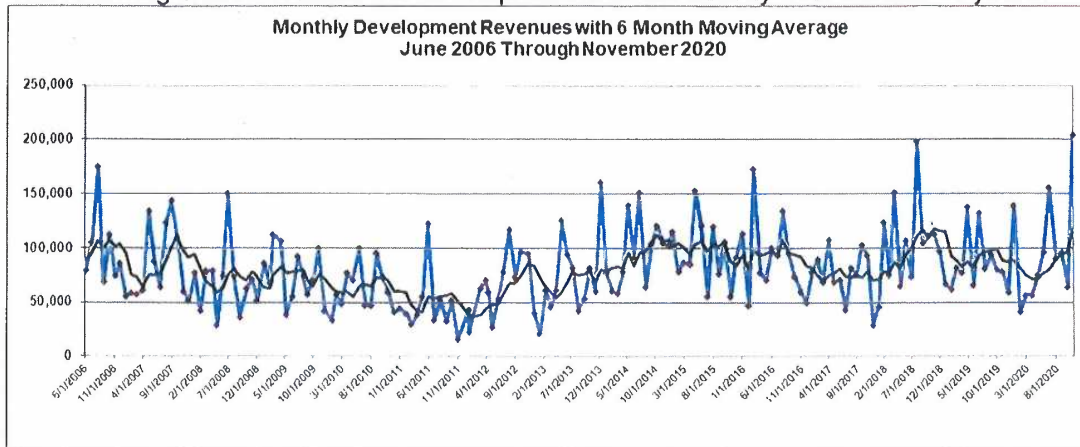
In December, the top 506 sales tax remitters, accounting for 89% or \$262,549 of total remittances, were reviewed for internet sales activity.

Of the \$262,549 of sales tax remitted by these companies in December, \$56,567 (22% 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 December	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	\$73,068	\$37,360	51%
Information	7,670	2,134	28%
Services	75,961	14,885	20%
Wholesale	9,765	2,188	22%
		\$56,567	

City of Kenmore, Washington
Monthly Financial Report
December 2020

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



December 2020 expenditures were **\$2,129,521**. Biennium to date expenditures are \$27,413,711, which is 96% of the amended biennial budget expenditures of \$28,543,158.

Total City cash (\$16,284,592) and long-term investments (\$6,003,961), at the end of December, totaled \$22,288,553. 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 \$7,532,236 and total non-General Fund expenditures were \$10,283,825.

In the **Street Fund** revenue from gas tax distributions were \$42,430. \$106,808 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$1,291,960 on pedestrian safety projects & street maintenance.

The **Sammamish Bridge Replacement Fund** had \$1,829,988 in expenditures during the month. The fund received \$1,297,960 in bridge grant reimbursements during the month.

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

There were \$10,115 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$229,329 of real estate excise taxes (REET) in December from sales activity that occurred in November. 57 transactions were reported

City of Kenmore, Washington
Monthly Financial Report
December 2020

during the month. The 2020 year to date revenue is higher than the 2019 revenue by \$190,671 and \$78,102 higher than the 2020 target.

The **Park Capital** fund had \$773,502 in Park improvement expenditures during the current month.

The **Walkways & Waterways Debt Service** Fund collected \$2,526 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,788,674.

The **Transportation Benefit District** Fund received \$28,037 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **December 31, 2020**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.



GENERAL FUND

City of Kenmore, Washington
General Fund Summary Report
December 31, 2020



	CURRENT PERIOD 2019-2020				PREVIOUS PERIOD 2017-2018			
	MONTH 12/2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	BIENNIUM BUDGET 2019-2020	MONTH 12/2019	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	27,627	10,329,993	101.0%	10,224,205	18,996	9,479,714	99.9%	9,491,704
Sales and Use Taxes	354,124	7,054,781	113.6%	6,212,000	284,727	6,020,092	101.9%	5,906,291
Utility Taxes	130,639	2,028,321	82.2%	2,466,355	89,072	2,375,561	87.4%	2,717,485
Other Taxes	11,269	241,640	132.9%	181,868	5,238	181,601	83.3%	218,113
Development Fees & Permits	46,884	2,138,032	115.3%	1,854,042	96,934	2,172,030	105.9%	2,050,518
Franchise Fees	0	1,719,915	93.9%	1,831,835	0	1,731,286	99.3%	1,743,476
Intergovernmental and Grants **	52,642	2,234,886	104.3%	2,142,292	58,498	982,674	116.8%	841,615
Investment Interest	-47,358	129,680	136.1%	95,300	-94,034	125,116	240.6%	52,000
Fines and Forfeitures	0	5,102	n/a	0	3,973	16,791	0.0%	0
Transfers and Other Revenues	625,241	1,934,919	89.8%	2,155,352	1,123,390	2,106,834	131.6%	1,600,972
Total Revenues	1,201,066	27,817,268	102.4%	27,163,249	1,586,794	25,191,699	102.3%	24,622,174
Total Revenues & Beginning Fund Balance		32,751,637		32,097,617		28,330,613		27,753,861

** includes corona virus relief funds in 2020

City of Kenmore, Washington
General Fund Summary Report
December 31, 2020



	CURRENT PERIOD 2019-2020				PREVIOUS PERIOD 2017-2018			
	MONTH 12/2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	BIENNIUM BUDGET 2019-2020	MONTH 12/2019	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018
EXPENDITURES								
<u>Cost Center</u>								
City Council	13,129	335,201	99.7%	336,208	26,311	351,467	106.7%	329,426
City Manager	262,554	3,303,387	104.2%	3,170,520	192,014	3,314,168	99.6%	3,328,297
City Clerk	482,225	743,121	80.8%	919,466	11,920	474,950	111.7%	425,368
Finance	94,414	1,891,012	98.2%	1,925,756	50,427	1,757,967	105.1%	1,672,775
Legal	75,162	658,561	100.6%	654,782	15,479	525,190	105.0%	500,000
Interfund Transfers	-	3,226,484	100.0%	3,226,484	122,681	1,198,406	85.4%	1,403,228
Coronavirus relief fund expenditures **	64,399	1,005,406	92.7%	1,084,615	-	-	0.0%	-
Public Safety	651,734	8,558,973	95.4%	8,967,044	692,198	8,340,562	94.7%	8,806,304
Engineering & Environmental Services	70,783	1,275,048	82.0%	1,555,790	88,754	1,416,078	100.1%	1,415,011
Community Development	75,267	1,508,883	95.4%	1,580,826	108,901	1,445,670	84.3%	1,715,510
Developmental Services	183,806	2,523,835	111.0%	2,273,069	88,733	2,372,019	111.3%	2,131,288
Parks & Facility Maintenance	156,048	3,003,754	92.5%	3,247,606	118,790	2,203,157	77.2%	2,854,489
Total Expenditures	2,129,521	28,033,665	96.9%	28,942,166	1,516,207	23,399,634	95.2%	24,581,696
Revenues over expenditures	-928,455	-216,397		-1,778,917	70,586	1,792,065		40,478
Ending Fund Balance		4,717,972		3,155,451		4,930,979		3,172,165
Total Expenditures and Ending Fund Balance		32,751,637		32,097,617		28,330,613		27,753,861

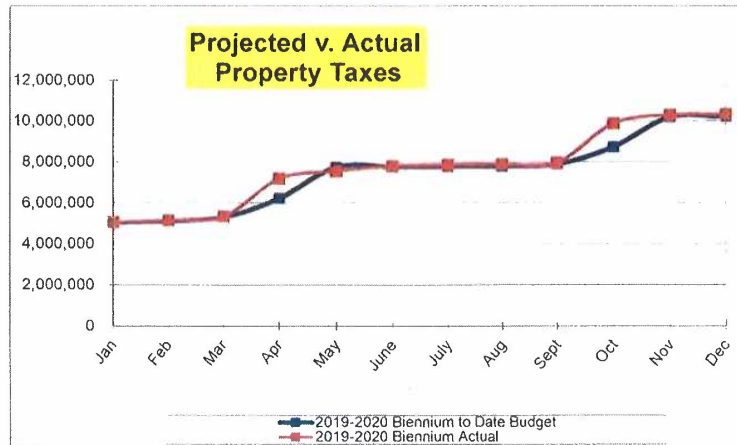
*Non-Departmental expenditures have been moved to other General Fund Cost Centers

** \$43,994 of coronavirus relief fund exp in fund 101, 401, 501
total expenses coronavirus relief all funds = \$1,049,400

**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2020**

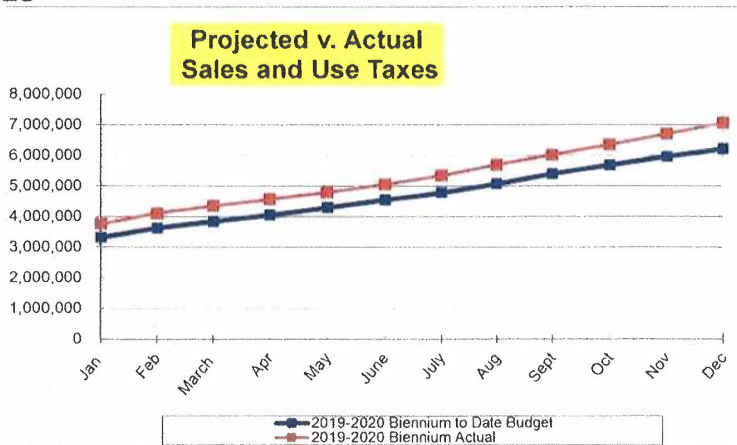
PROPERTY TAXES

	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	10,329,993
2019-20	10,224,205	
Year To Date		
Actual v. Projected		101%



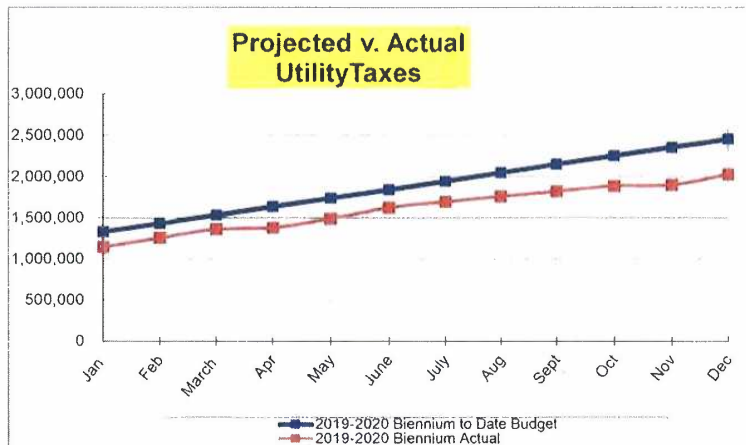
SALES, USE, CRIM JUSTICE TAXES

	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	7,054,781
2019-20	6,212,000	
Year To Date		
Actual v. Projected		114%



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	2,028,321
2019-20	2,466,355	
Year To Date		
Actual v. Projected		83%

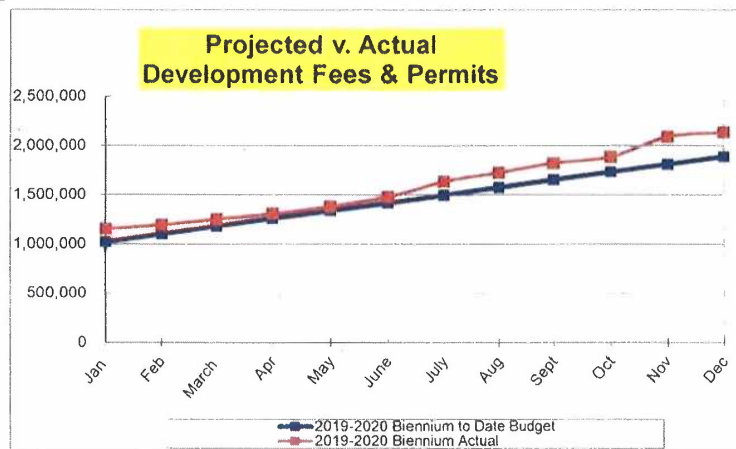


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**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2020**

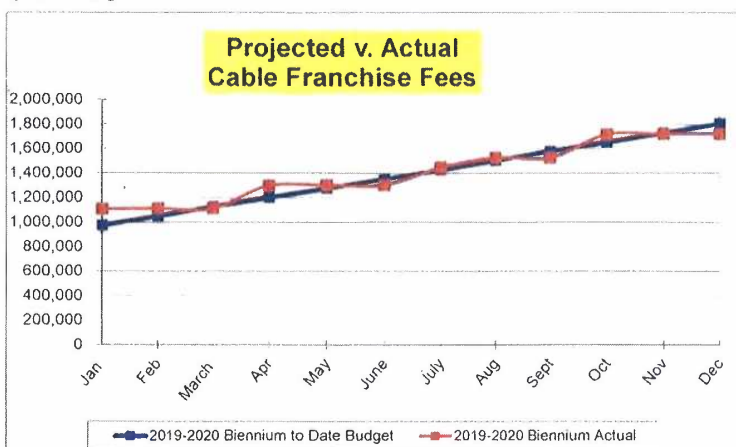
DEVELOPMENT FEES & PERMITS

	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	2,138,032
2019-20 Year To Date	1,854,042	
Actual v. Projected		113%



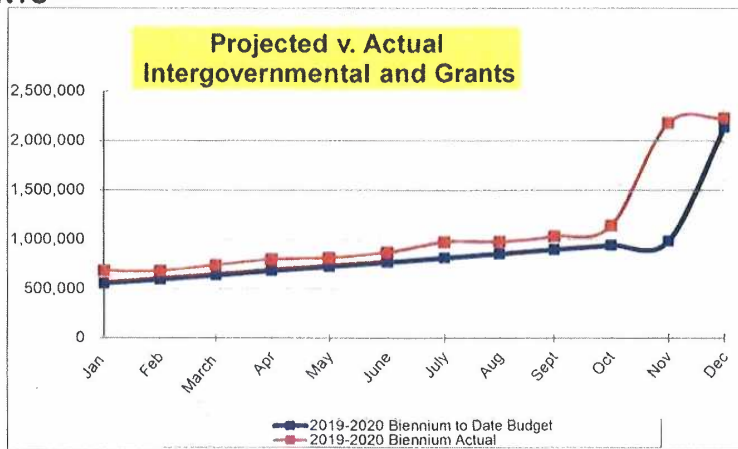
CABLE/WATER/SEWER FRANCHISE FEES

	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	1,719,915
2019-20 Year To Date	1,831,835	
Actual v. Projected		95%



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
Nov	988,331	2,182,244
Dec	2,142,292	2,234,886
2019-20 Year To Date	2,142,292	
Actual v. Projected		104%

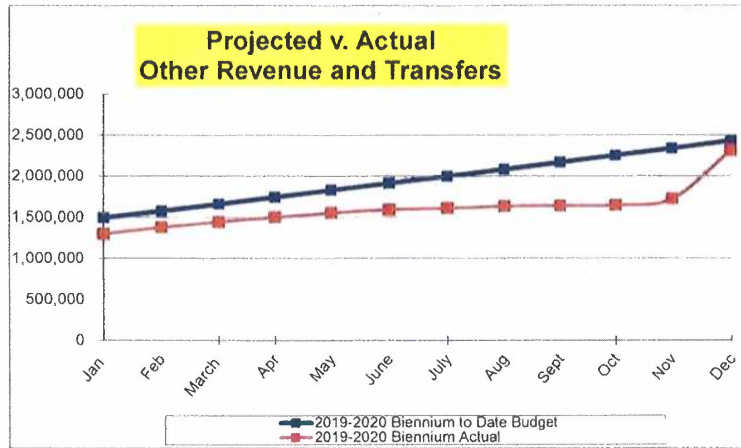


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**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2020**

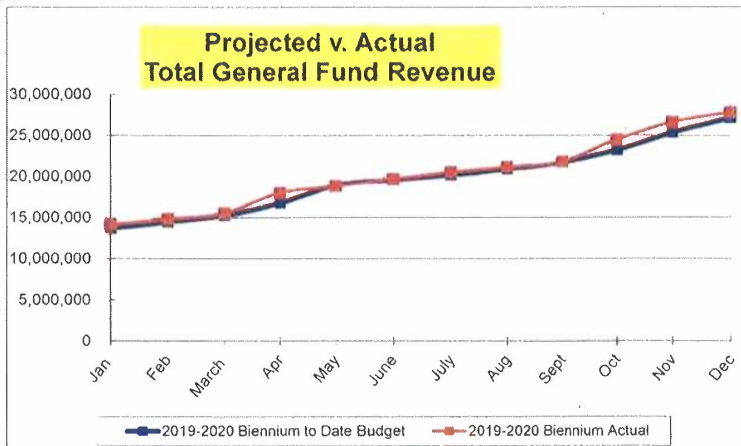
OTHER REVENUES AND TRANSFERS

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,410,444	1,234,739
Jan	1,494,711	1,297,287
Feb	1,578,978	1,378,460
March	1,663,246	1,444,730
Apr	1,747,513	1,502,044
May	1,831,780	1,554,138
June	1,916,047	1,594,506
July	2,000,314	1,610,810
Aug	2,084,581	1,634,103
Sept	2,168,849	1,639,627
Oct	2,253,116	1,646,336
Nov	2,337,383	1,722,190
Dec	2,432,520	2,311,341
2019-20	2,432,520	
Year To Date		
Actual v. Projected		95%



TOTAL GENERAL FUND REVENUE

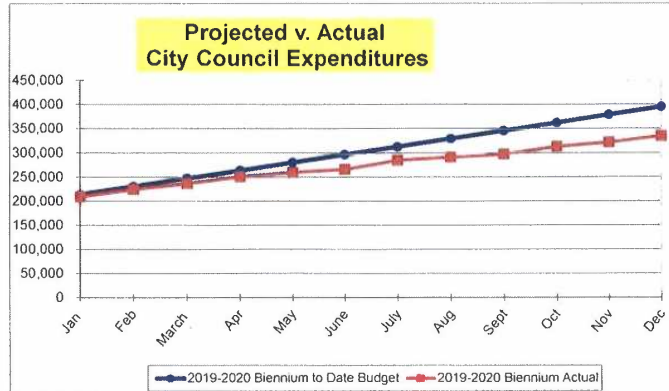
	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
Jan	13,740,311	14,209,494
Feb	14,494,425	14,874,728
March	15,286,968	15,596,006
Apr	16,812,445	18,039,262
May	18,947,596	18,881,949
June	19,597,700	19,718,978
July	20,230,354	20,553,219
Aug	20,919,820	21,193,262
Sept	21,736,060	21,823,177
Oct	23,243,658	24,503,016
Nov	25,374,417	26,616,202
Dec	27,160,933	27,817,268
2019-20	27,163,249	
Year To Date		
Actual v. Projected		102%



**City of Kenmore, Washington
General Fund Expenditure Graphs*
December 31, 2020**

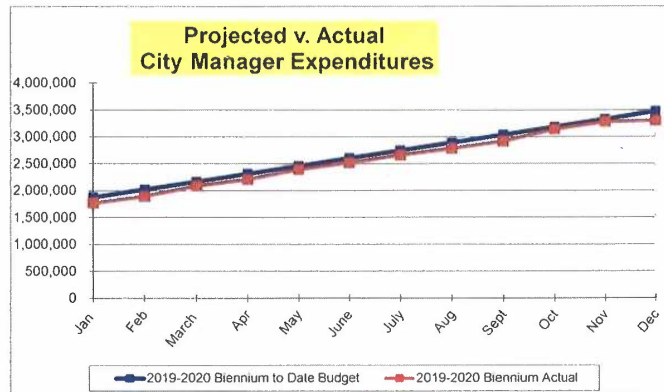
CITY COUNCIL

	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	335,201
2019-20	336,208	
Year To Date		
Actual v. Projected		85%



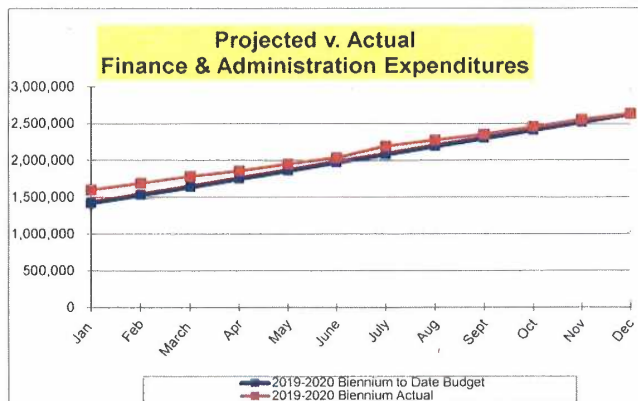
CITY MANAGER

	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	3,303,387
2019-20	3,170,520	
Year To Date		
Actual v. Projected		95%



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	2,634,134
2019-20	2,845,222	
Year To Date		
Actual v. Projected		100%



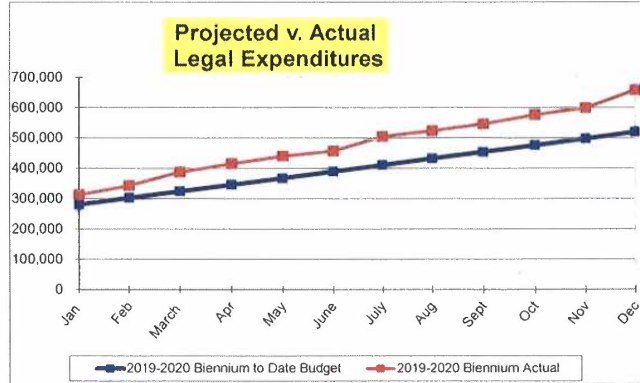
* The Blue Budget lines do not reflect the COVID19 reductions taken in April

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City of Kenmore, Washington
General Fund Expenditure Graphs*
December 31, 2020

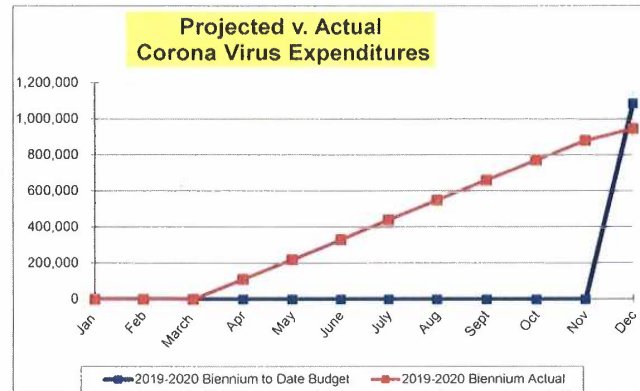
LEGAL

	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	658,561
2019-20	654,782	
Year To Date		
Actual v. Projected		127%



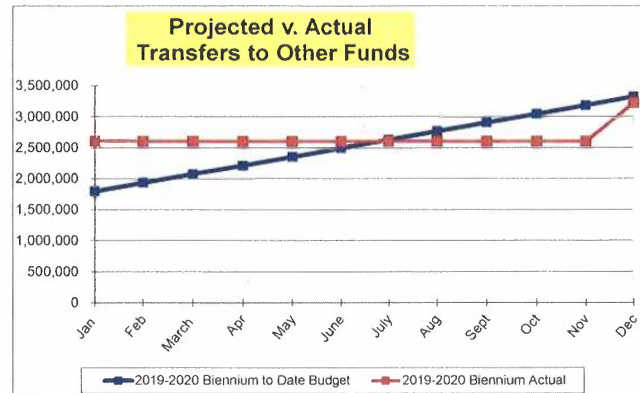
Coronavirus Relief

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	0	0
Jan	0	0
Feb	0	0
March	0	0
Apr	0	110,211
May	0	220,422
June	0	330,633
July	0	440,844
Aug	0	551,055
Sept	0	661,266
Oct	0	771,477
Nov	0	881,692
Dec	1,084,615	946,091
2019-20	1,084,615	
Year To Date		
Actual v. Projected		87%



TRANSFERS TO OTHER FUNDS

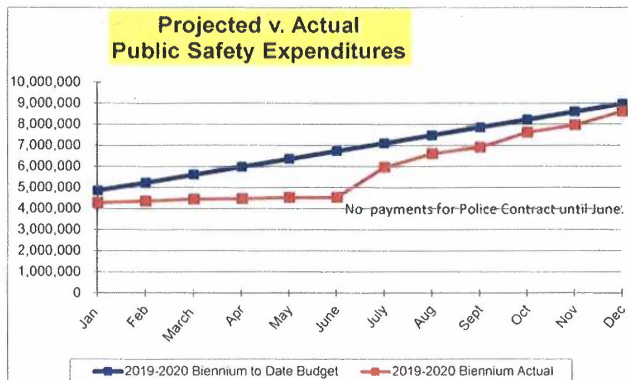
	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,663,897	2,606,529
Jan	1,802,555	2,606,529
Feb	1,941,213	2,606,529
March	2,079,871	2,606,529
Apr	2,218,529	2,606,529
May	2,357,187	2,606,529
June	2,495,846	2,606,529
July	2,634,504	2,606,529
Aug	2,773,162	2,606,529
Sept	2,911,820	2,606,529
Oct	3,050,478	2,606,529
Nov	3,189,136	2,606,529
Dec	3,327,794	3,226,484
2019-20	3,226,484	
Year To Date		
Actual v. Projected		97%



**City of Kenmore, Washington
General Fund Expenditure Graphs*
December 31, 2020**

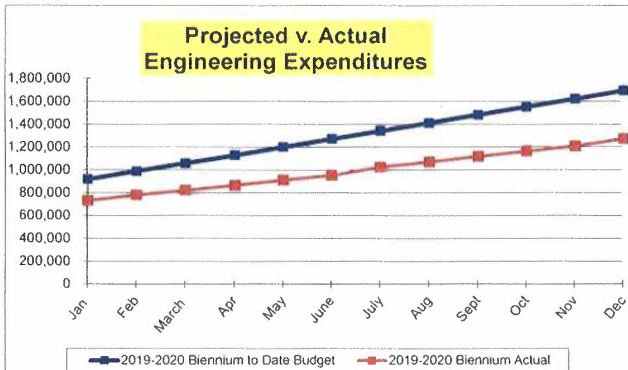
PUBLIC SAFETY

	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	8,618,288
2019-20	8,967,044	
Year To Date		
Actual v. Projected		96%



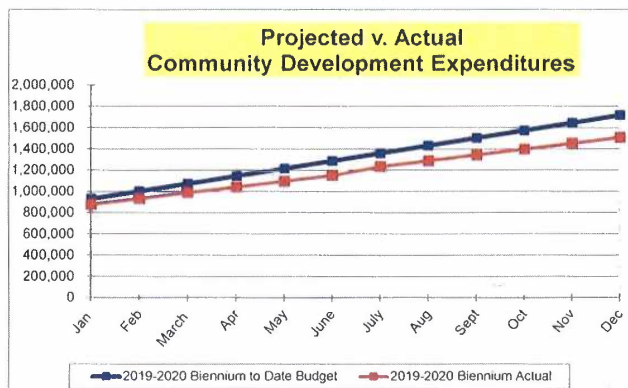
ENGINEERING

	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	1,275,048
2019-20	1,555,790	
Year To Date		
Actual v. Projected		75%



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	1,508,883
2019-20	1,580,826	
Year To Date		
Actual v. Projected		88%



City of Kenmore, Washington
General Fund Expenditure Graphs*
December 31, 2020

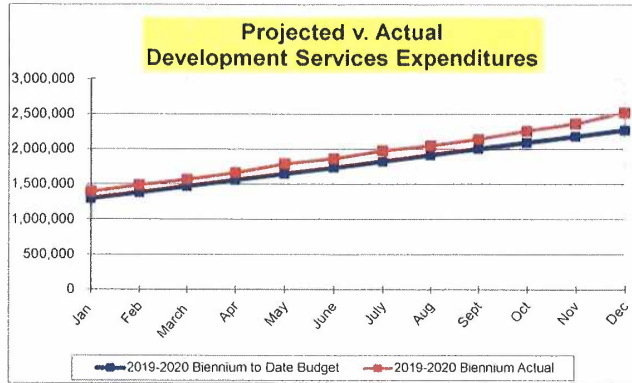
DEVELOPMENT SERVICES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
2019	1,208,200	1,227,207
Jan	1,296,952	1,396,571
Feb	1,385,705	1,491,445
March	1,474,457	1,571,648
Apr	1,563,210	1,663,786
May	1,651,962	1,795,904
June	1,740,715	1,868,299
July	1,829,467	1,981,782
Aug	1,918,219	2,051,915
Sept	2,006,972	2,142,007
Oct	2,095,724	2,262,339
Nov	2,184,477	2,366,661
Dec	2,273,229	2,523,835
2019-20	1,874,061	

Year To Date

Actual v. Projected

111%



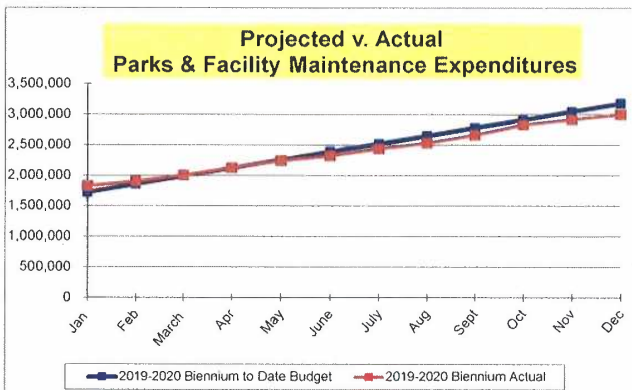
PARKS & FACILITY MAINTENANCE

	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	3,003,754
2019-20	3,247,606	

Year To Date

Actual v. Projected

94%



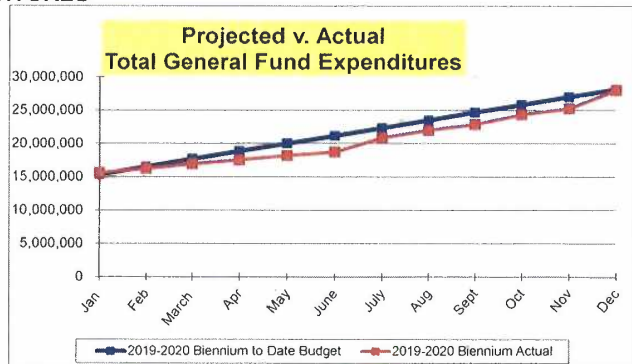
TOTAL GENERAL FUND EXPENDITURES

	2019-2020 Biennium to Date Budget	2019-2020 Biennium Actual
Jan	15,346,451	15,633,185
Feb	16,515,934	16,237,147
March	17,685,417	16,942,423
Apr	18,854,900	17,532,133
May	20,024,383	18,232,604
June	21,193,867	18,730,311
July	22,363,350	20,903,912
Aug	23,532,833	22,033,860
Sept	24,702,316	22,920,052
Oct	25,871,799	24,386,343
Nov	27,041,282	25,284,190
Dec	28,210,765	28,033,667
2019-20	28,543,158	

Year To Date

Actual v. Projected

98%





STREET FUND

**City of Kenmore, Washington
Street Fund Summary Report
December 31, 2020**



	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>December 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	42,430	912,782	90.7%	1,006,385
Investment Interest	3,258	25,044	500.9%	5,000
Miscellaneous	0	16,054	802.7%	2,000
ROW Permit Fees/Inspections	11,812	262,799	109.5%	240,000
Multimodal Transportation	7,947	63,519	101.0%	62,910
Transfer from General Fund	619,955	2,602,484	100.0%	2,602,484
Transfer from TBD	358,000	716,000	100.0%	716,000
Total Revenues	1,043,402	4,598,683	99.2%	4,634,779
Total Revenues & Beginning Fund Balance		5,525,645		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	72,748	1,346,265	101.9%	1,320,880
Maintenance & Operations	106,808	2,413,105	85.0%	2,838,406
Capital	4,433	159,950	351.8%	45,463
Total Expenditures	183,989	3,919,320	93.2%	4,204,749
Net Revenues	859,413	679,363		
Ending Fund Balance		1,606,325		1,356,992
Total Expenditures and Ending Fund Balance		5,525,645		5,561,741

H:\budget\YTD\Comparisons ytd-3-1-21Street Fund



CASH & INVESTMENTS

**City of Kenmore, Washington
Cash and Investment Report
December 31, 2020**



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$6,266,380	\$1,201,066	\$2,129,521	5,337,925
Street	745,911	423,447	183,989	985,369
Transportation Capital	-2,402,743	1,050,897	1,291,960	(2,643,807)
Public Art	68,889	135,144	0	204,032
Park Impact Fee	800,372	5,035	467,000	338,406
Transportation Impact Fee	3,675,631	18,413	1,216,663	2,477,381
Swamp Creek Basin	1,088,552	3,629	0	1,092,181
Transportation Benefit District	456,408	28,478	358,000	126,886
Sammamish Bridge Replacement	-2,620,761	2,158,976	1,829,988	(2,291,773)
Walkways & Waterways Debt Service	594,233	2,526	407,325	189,434
Real Estate Excise Tax	3,429,605	238,039	1,060,000	2,607,644
Kenmore Village	3	0	0	3
Park Capital	-1,611,036	2,580,000	867,975	100,989
Walkways & Waterways Bond	6,433,886	1,103	553,000	5,881,989
Surface Water Management	3,258,114	21,860	833,246	2,446,729
Surface Water Capital	67,321	675,950	513,912	229,359
Public Works Shop Fund	-3,818	0	-3,818	0
Strategic Reserve	1,340,827	4,470	0	1,345,297
Strategic Opportunities	3,051,688	168,534	660,000	2,560,222
Equipment Replacement	495,035	1,603	14,261	482,376
Trust & Agency	823,851	14,134	30,322	807,663
Totals	\$25,958,349	\$8,733,303	\$12,413,346	\$22,278,306

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$4,479,214	\$868,961	5,348,175
Street	135,369	850,000	985,369
Transportation Capital	-2,643,807	0	(2,643,807)
Public Art	189,032	15,000	204,032
Park Impact Fee	-591,591	930,000	338,409
Transportation Impact Fee	2,447,383	30,000	2,477,383
Swamp Creek Basin	-307,818	1,400,000	1,092,182
Transportation Benefit District	126,886	0	126,886
Sammamish Bridge Replacement	-2,291,773	0	(2,291,773)
Walkways & Waterways Debt Service	189,433	0	189,433
Real Estate Excise Tax	2,607,642	0	2,607,642
Kenmore Village	0	0	0
Park Capital	100,989	0	100,989
Walkways & Waterways Bond	5,881,989	0	5,881,989
Surface Water Management	1,936,730	510,000	2,446,730
Surface Water Capital	229,359	0	229,359
Public Works Shop Fund	0	0	0
Strategic Reserve	495,298	850,000	1,345,298
Strategic Opportunities	2,560,223	0	2,560,223
Equipment Replacement	32,376	450,000	482,376
Trust & Agency	707,658	100,000	807,658
Totals	\$16,284,592	\$6,003,961	\$22,288,553

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

City of Kenmore, Washington
Investment Schedule
December 31, 2020



		Average Yield to Maturity-Securities					Overall	
							Average Yield	0.45%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Principal or Balance	Yield 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	FNMA	7/10/2023	11/9/2020	0.20%	0.20%	1,501,588.50	3,003.18
	3133EMHL9	FFCB	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	1,362,974.57	408.89
Pacific Premier Savings						0.17% Pacific Premier	3,153,520.04	5,499.74
LGIP - Primary Account						0.16% LGIP	3,442,800.58	5,370.77
LGIP - Bond Proceeds Account						0.16% LGIP	8,325,296.87	12,987.46
Total Accounts							\$ 22,288,552.74	99,558.04

**City of Kenmore, Washington
Investment Schedule
December 31, 2020**





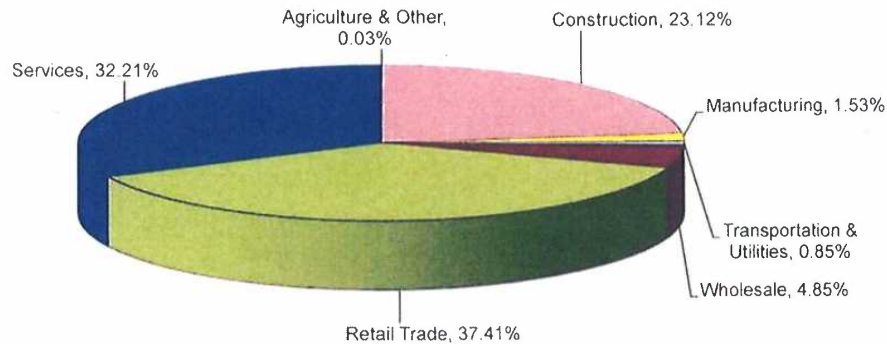
SALES TAX

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
December 31, 2020



Industry	Prior 12 Months ending December 2019	Current 12 Months ending December 2020	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$581	\$744	28.06%	0.03%
Construction	670,666	667,533	-0.47%	23.12%
Manufacturing (Printing, Publishing, Other Manuf.)	47,385	44,151	-6.82%	1.53%
Transp/Comm/Utilities (Telecomm., Air Transport.)	32,377	24,633	-23.92%	0.85%
Wholesale (Lumber, Other Wholesale)	137,295	140,013	1.98%	4.85%
Retail Trade (Eating, Merchandise, Food Stores)	951,359	1,080,397	13.56%	37.41%
Services (Auction, Recreation, Auto Repair, Financial)	934,428	930,286	-0.44%	32.21%
Totals	\$2,774,091	\$2,887,757	4.10%	100%
Increase/(Decrease)		\$113,666	4.10%	

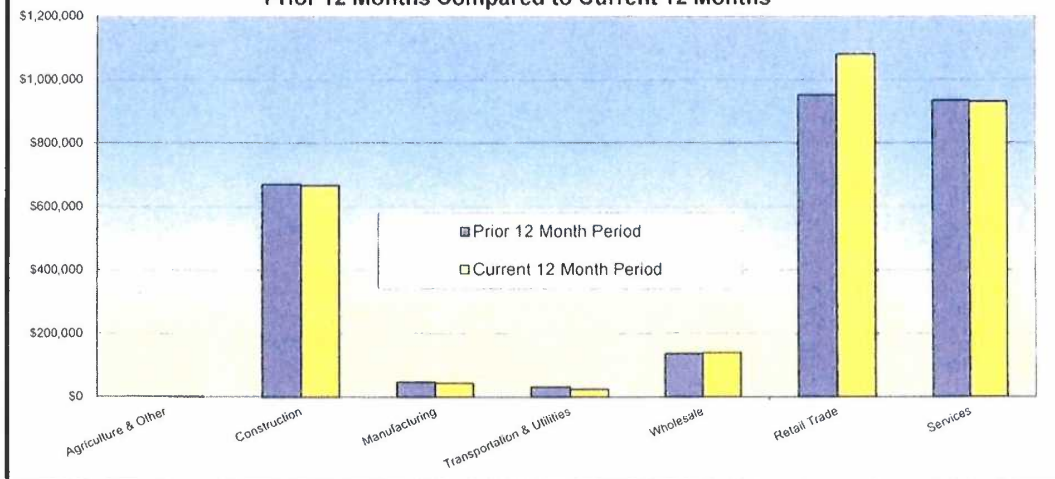
Retail Sales and Use Taxes by Industry
Current 12 Months Ending December 2020



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

Retail Sales and Use Taxes by Industry
Prior 12 Months Compared to Current 12 Months



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

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	32.35	0.00	32.35	0.0%
CONSTRUCTION	78,287.49	2,518.61	80,806.10	27.4%
MANUFACTURING	5,832.16	22.92	5,855.08	2.0%
TRANSPORTATION & UTILITIES	1,681.17	206.19	1,887.37	0.6%
WHOLESALE	12,878.27	246.45	13,124.72	4.5%
RETAIL TRADE	93,949.21	388.02	94,337.23	32.0%
SERVICES	80,544.34	2,799.71	83,344.05	28.3%
INFORMATION	8,598.98	384.22	8,983.19	3.0%
PUBLIC SERVICES	6.99	6,458.12	6,465.11	2.2%
	<u>281,810.97</u>	<u>13,024.24</u>	<u>294,835.21</u>	<u>100.0%</u>

Signature: Rob Karlinsey
Rob Karlinsey (Mar 3, 2021 11:08 PST)

Email: rkarkinsey@kenmorewa.gov