

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 Meeting Agenda

September 13, 2021, 7 PM

VIA ZOOM - LINK: <https://us02web.zoom.us/j/86189107131>

US: US: +12532158782,,86189107131# or +16699009128,,86189107131#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 861 8910 7131

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter a closed executive session to discuss pending or potential litigation. The session is expected to last approximately 30 minutes

VI. PROCLAMATIONS

- A. Hispanic and Latino Heritage Month Proclamation, to be accepted by Carlos Gil on behalf of the Latino Development Organization serving the Monroe Correctional Complex
[Hispanic and Latino Heritage Month Proclamation](#)
- B. Fall Prevention Week Proclamation, to be accepted by Dr. Milton Curtis
[Falls Prevention Awareness Week Proclamation](#)

VII. PRESENTATION

- A. Puget Sound Energy - Report on 2020 System Reliability and Project Activity in Kenmore, presented by Assistant City Manager Nancy Ousley and Puget Sound Energy's Municipal Liaison Julien Loh, *for Briefing and Discussion*
[Agenda Bill - PSE Reliability Report and Briefing](#)
[Puget Sound Energy Reliability Report - Year 2020, dated May 28, 2021](#)
[Historical Agenda Bill - PSE Reliability Report October 12, 2020](#)
[Kenmore Reliability Report Presentation 9.13.2021](#)

VIII. PUBLIC COMMENTS

- A. We want to welcome our community members to the Council's meeting. In this forum, the Council does not 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. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

IX. CONSENT AGENDA

- A. Approve Minutes:
[City Council August 2 2021 Special Meeting Minutes](#)
[City Council August 9 2021 Special Meeting Minutes](#)
[City Council August 16 2021 Regular Meeting Minutes](#)
- B. Approve Total Check #s 47903 through 47997 totaling \$2,793,070.48 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 8/13/2021 in the amount totaling \$182,030.24 and a Wire Transfer to Ticor Title Dated 8/16/21 in the amount of \$3,044,719.41.
[Voucher Approval Report Dated 08/20/21](#)
- C. Authorize the City Manager to enter into Contract 21-C2744 with the Northshore Schools Foundation for the purpose of providing ARPA Direct Cash Assistance to Kenmore Residents
[Agenda Bill - Contract with Northshore Schools Foundation](#)
[RFP #21-2744 City of Kenmore ARPA Direct Cash Assistance Proposal - NSDF](#)
[RFP #21-2744 - Addendum - Northshore Schools Foundation](#)
[Contract 21-C2744 Northshore Schools Foundation - ARPA Direct Cash Assistance to Eligible Kenmore Residents](#)
- D. Authorize the City Manager to execute Contract 21-C2706 with Titan Earthwork LLC in the amount of \$256,656 to construct the Local Road Safety Plan Signing Project, plus a 10% construction contingency for a total contract authorization of \$282,400
[Agenda Bill -Authorization of Contract for Local Road Safety Plan - Signing Project](#)
- E. Authorize the City Manager to Enter into a Water Extension Agreement 21-C2751 with Northshore Utility District (NUD) for the future water and sewer service connection to Squire's Landing (Xw a d i s) Park

[Agenda Bill - NUD Developer Extension Agreement](#)

[Draft NUD Developer Extension Agreement](#)

- F. Authorize the City Manager to enter into Contract No. 21-C2752, Consultant Services Agreement with Gordon Thomas Honeywell through December 31, 2022

[Agenda Bill - Gordon Thomas Honeywell Contract Approval](#)

[Attachment - GTH - Kenmore Contract 2022](#)

- G. Cancel September 20, 2021 Regular Meeting

X. BUSINESS AGENDA

- A. Update from Representatives of the Northshore Fire Commission *and* Firefighters Union Local 2459, *for Information*

[Agenda Bill - Updates from Union and Fire Department](#)

[Board Chair Presentation \(uploaded during meeting\)](#)

- B. Indigenous Story Pole Contract and Presentation, presented by City Manager Rob Karlinsey, Artist Ty Juvinel, and President of the Kenmore Heritage Society Suzanne Greathouse, *for Discussion and Approval*

[Agenda Bill - Town Square Story Pole Agenda Bill](#)

[Town Square Story Pole RFP](#)

[Ty Juvinel's Proposal for Town Square Story Pole](#)

[Town Square Story Pole Artist Contract - Final](#)

[City Council Story Pole Slides](#)

- C. Walkways and Waterways Projects Update, presented by Community Development Director Debbie Bent and Project Manager Maureen Colaizzi, *for Information*

[Agenda Bill - Walkways and Waterways Projects Update](#)

[Attachment 1 - Final Design Site Plans and Public Artworks](#)

- D. Rhododendron Park Boathouse Fundraising and Programming Update, presented by Community Development Director Debbie Bent and Parks Project Manager Rob Sayre-McCord, *for Information*

[Agenda Bill - Rhododendron Boathouse](#)

[Northshore School District - Boathouse Lease](#)

[Kenmore Boathouse Management Agreement](#)

[Fundraising Update Presentation](#)

XI. STAFF REPORT

- A. Bonds Update - Closing and Issuance presented by Finance and Administration Director Leticia Salcido and Financial Advisor Justin Monwai

[City of Kenmore Council Meeting \(uploaded during the meeting\)](#)

XII. COUNCILMEMBER REPORTS & COMMENTS

XIII. ADJOURNMENT

Upcoming Meetings:

- A. September 20, 2021 - Study Session - 6 p.m. (Special Meeting)
September 27, 2021
October 11, 2021

City of Kenmore, Washington

National Hispanic and Latino Heritage Month

PROCLAMATION

WHEREAS, in 1968, Hispanic Heritage Month was originally observed as “Hispanic Heritage Week” to celebrate the extensive histories of the American Latino Community and was subsequently changed to a monthlong commemoration in 1988; and

WHEREAS, many Latino Americans trace their roots to the cultures of the indigenous peoples of the Americas—including the Arawak, the Aztecs, the Incas, the Maya, and the Taino. Some trace their roots to the Spanish explorers, or to the Africans who were brought as slaves to the New World; and

WHEREAS, the term Hispanic or Latino (or Latinx) refers to a person’s culture of origin, those who identify having Mexican, Mexican American, Chicano, Puerto Rican, Cuban, or other Hispanic, Latino or Spanish origin; and

WHEREAS, Hispanic and Latin Americans make our Nation more vibrant through a diversity of cultures, languages, and religions. There is no single story of the the Latin or Hispanic experience, but rather a diversity of contributions that enrich America’s culture and society; and

WHEREAS, we celebrate and honor the invaluable contributions the communities have made to America’s Armed Forces, arts, history, law, science and technology, sports, public service, and extensive farming and other physically demanding labor; and

WHEREAS, Hispanic and Latino Americans continue to enrich our region’s economy, culture, education, politics, arts, history, literature, science, and technological developments despite institutional and systemic injustices that prevent and limit these achievements and contributions; and

WHEREAS, the Kenmore City Council reaffirmed its commitment to Diversity, Equity, and Inclusion by naming it one of its top three priorities of 2021, and

WHEREAS, the City recognizes that the Hispanic and Latino American community accounts for nearly 8% of Kenmore’s resident population and are therefore an invaluable force in shaping this community and its values; and

WHEREAS, the City of Kenmore affirms that Hispanic and Latino Americans make our city stronger, and our experience in Kenmore more enriching.



NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 15 through October 15th as National Hispanic and Latino Heritage Month** in the City of Kenmore and call upon our community to celebrate this month with appropriate programs and activities. **IN WITNESS WHEREOF, signed this 13th day of September 2021.**

Signed: _____
Mayor David Baker

Attested: _____
City Clerk Anastasiya Warhol

City of Kenmore, Washington

Falls Prevention Awareness Week

PROCLAMATION

WHEREAS, every person, regardless of their stage in life, deserves wellness and stability;
and

WHEREAS, in Washington State, more than a quarter of Washington residents over age 65 experience a fall; and

WHEREAS, unintentional fall-related deaths account for more than half of all unintentional injury deaths of Washington residents over age 65; and

WHEREAS, The total number of unintentional fall-related death among Washington residents over age 65 continues to climb; and

WHEREAS, in 2019 alone, non-fatal unintentional fall hospitalization costs exceeded 1.1 billion dollars; and

WHEREAS, Washington has a 27% higher rate of deaths from falls than the United States as a whole: and

WHEREAS, the City of Kenmore wishes to increase public awareness and educate older adults, caregivers, and healthcare providers about risk factors and how to prevent falls; and

WHEREAS, the City supports the National Council on Aging and their Senior Safety (NCOA) recommendations to prevent falls; and

WHEREAS, NCOA's five steps to prevent falls include: Practice a balance or exercise program, talk to your doctor if you've had a fall or are afraid of falling, get your vision and hearing checked annually, keep your home safe, talk with your family and ask for support.

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 20 through September 24 as Falls Prevention Awareness Week** the City of Kenmore and call upon our community to learn the five simple way prevent falls when you age. **IN WITNESS WHEREOF, signed this 13th day of September 2021.**



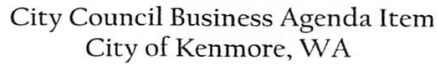
Signed: _____

Attested: _____

Mayor David Baker

City Clerk Anastasiya Warhol

VII. A. Puget Sound Energy - Report on 2020 System Reliability and Proje...

XII. B. Briefing on Puget Sound Energy service levels, presented by Assi...



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-97034
PSE.com

June 5, 2020

Rob Karlinsey
City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Dear Manager Karlinsey,

Please find Puget Sound Energy's (PSE's) reliability report for the City of Kenmore 2019 service year attached. We have included outage history information for 2015 to 2019. Also included is work completed in the last year and planned projects for 2020 and beyond. We look forward to providing these yearly reports and the associated presentations as agreed to in the Performance and Reliability Reporting MOU.

The safety and reliability of our facilities is and will remain our top priority. As you know, we have been working to improve our electric system throughout the City, as well as our communication with the Community. We appreciate the assistance and coordination Kenmore has provided in these efforts.

Please let me know if PSE can provide any additional information, or if there are any questions or concerns about the information in the report. I look forward to presenting the information to Council at a later date.

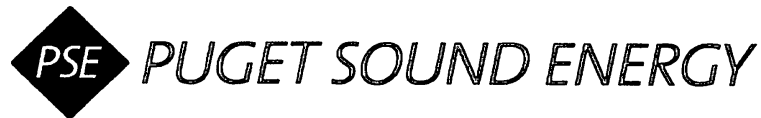
Sincerely,

A handwritten signature in black ink that reads "Patrick Robinson".

Patrick Robinson
Associate Municipal Liaison Manager
425-424-7498
Patrick.Robinson@pse.com

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Puget Sound Energy

2019

City of Kenmore Reliability Report

Overview

PSE offers this report in accordance with the Performance and Reliability Reporting MOU, an addendum to the Franchise agreement.

There are two aspects of providing safe and reliable service to the city of Kenmore. First is proactively addressing issues that impact the physical infrastructure itself. This includes measures to protect against the impacts of vegetation to facilities as well as maintaining the infrastructure itself over time. The second is responding to outages as they occur as safely and quickly as reasonably possible. Response times may be addressed by maintaining adequate access to facilities to locate and repair damages and by the implementation of smart grid technology that helps to localize a given outage and facilitate a prompt response. Historically PSE has had difficulty with various aspects of these measures, namely the impacts of a patchwork of mature tree canopy and easements that made it difficult to quickly access portions of the system. The following report lays out the steps that PSE has taken to improve both the proactive measures to reduce outages and the measures focused on response time when outages occur.

The last two years have seen changes both large and small to the electric system in Kenmore. 2020 also has projects scheduled for construction at a range of scales, including a major upgrade to the Inglewood substation addressing electric system reliability on four of the circuits serving the City of Kenmore. We are proud to present an introduction to this project and more in the document that follows.

PSE has several programs in place to proactively maintain and improve the safety and reliability of its electrical system:

Tree Wire

Trees are one of the major contributing factors of PSE's system outages. We have a large population of trees in our service footprint and Kenmore is no exception. The effects of the Pacific Northwest's wind, rain, and icy conditions create a situation that requires constant

PSE Kenmore 2019 Reliability Report

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monitoring. Tree wire helps reduce the frequency of overhead distribution line outages during storm conditions when tree limbs contact overhead lines.

Vegetation Management

A proactive and rotational vegetation management program helps reduce unplanned outages on both windy and clear sky days. Falling branches from trees can bring down poles and power lines impacting local and regional reliability as well as local safe access. In certain situations, even limbs that simply come in contact with power lines can cause a major power outage. We make every effort to let trees grow naturally, but trees and branches within a 12-foot radius of power lines typically need to be addressed by trimming or removal. For "at-risk" trees outside this radius and on private property, our certified arborists work with communities and property owners to trim or remove these potentially dangerous trees.

To offset tree removal and trimming, we devote about \$500,000 each year to planting new trees. PSE is also a Tree Line USA award recipient from the National Arbor Day Foundation – an honor we have proudly held for more than 18 consecutive years.

Undergrounding

Converting overhead lines to underground is dictated by tariffs overseen by the Washington Utilities and Transportation Commission. While undergrounding removes the issue of falling trees and branches, underground power lines present their own set of challenges and community concerns:

- All trees and vegetation in the area must be uprooted and removed in order to bury the underground cable;
- Moisture, corrosion and other stresses make buried cable vulnerable to failures over time;
- Power outages can be dramatically longer because of the time it takes to locate and repair underground faults; and
- Underground cables cost many times more than overhead lines.

Due to the fact that underground faults take more time to locate and fix, PSE monitors and actively replaces aging underground cable as part of its Cable Remediation Program.

Cable Remediation Program (CRP)

The CRP is a targeted effort to address aging underground cables that have reliability impacts to the customer. This program incorporates historic outages, aging infrastructure, customer concerns, and knowledge from the field to prioritize and update the system.

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Distribution Automation

PSE's Grid Modernization Initiative includes Distribution Automation (DA), technology that provides real-time monitoring and control of our distribution circuits to help detect outages quickly, aiding in faster restoration. In part this technology works to reconfigure the system to isolate the damage, minimizing the total number of customers impacted. This results in restoring power within seconds to most customers, except a small number isolated in the faulted area. Also, by isolating the fault to the smallest section possible, electric crews are able to more quickly locate trouble spots, leading to reduced outage times for customers within a faulted area. Below you will find projects installing SCADA (Supervisory Control and Data Acquisition) reclosers and SMART breakers.

PSE appreciates the opportunity to present this information and the following data. The safety and reliability of the electrical system in Kenmore continues to be a priority for our Company.

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The City of Kenmore is served by the Kenmore substation circuits (KNM-23, -25, -26, -27), as well as circuits from the Inglewood (ING-13, -15, -16, -17), North Bothell (NBO-26), and Wayne (WAY-15) substations. Improvements and outages are described by circuit.

Map of the City of Kenmore showing the proposed location of the Kenmore Substation. The map includes major roads like NE 52nd St, NE 150th St, and NE 165th St. It also shows the location of the North Bothell Substation and the Wayne Substation. The City of Kenmore is outlined, and the Inglewood Golf Course is labeled. A legend indicates that black squares represent substations.

PSE Project Plans on circuit serving the City of Kenmore

Table 1: Highlights of work performed, planned and/or in planning by circuit and year. Project descriptions are listed following this table.

Circuit	2018-2019 Work Performed	2020 Work Planned	Projects In Planning
KNM-23		X	X
KNM-25			
KNM-26	X	X	X
KNM-27	X		
ING-13		X	X
ING-15	X	X	
ING-16		X	
ING-17	X	X	
NBO-26			
WAY-15	X	X	X

2018-2019 Community Projects completed

KNM-26

- Complete Reroute phase 2 of inaccessible distribution feeder section along NE 195th St from 62nd Ave NE to 61st Ave NE and west to a new route along 61st AV NE from NE 195th ST to approximately NE 191st ST. Due to the terrain along 61st AVE NE PSE chose to underground this portion of the rebuild. - \$1.7M

KNM-26/27

- Distribution Automation implementation involves installing 7 SCADA reclosers along both KNM-26 and KNM-27 circuits which would coordinate with each other and the newly installed SMART breakers at the Kenmore substation to isolate any faults along the circuits and restore power to those unaffected sections of the circuit automatically. - \$800k

WAY-15

- NE Bothell Way (SR 522) underground conversion as part of a Public Improvement project for approximately 4,300 feet of feeder - \$1.2M

Cable Remediation Program

Replaced vintage, failing underground cables with new underground cables to improve reliability to affected localized pockets of customers.

ING-15

- Replaced 2 cable runs (740 ft) in the vicinity of 13845 62nd Ave NE - \$45k
- Replaced 1 cable run (515 ft) in the vicinity of NE 146th St & 84th AV NE - \$45k

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ING-17

- Replaced 3 cable runs (662 ft) in the vicinity of 7231 NE 152nd ST - \$53k

Planned Projects**2020 Projects scheduled for construction****Inglewood Substation**

Replace the 4 existing older feeder breakers ING-13, ING-15, ING-16, ING-17 in the substation with new SMART breakers. These new breakers will provide an improved protection scheme for the substation transformer and facilitate supervisory control as well as distribution automation. Replace the vintage runs of underground getaway cables leading to the substation with new underground cables, improving reliability. - \$500k

KNM-26

- Reconnector existing small bare conductor with tree wire along NE 193rd ST from 61st Ave NE to past 55th Ave NE, and along 55th Ave NE going north to NE 204th ST - \$432k

"Reconnector" is a term used by Electric Utilities to refer to the replacement of existing overhead conductors with another type or size of conductor. Reasons for replacement include upgraded conductors for increased capacity, replacement of aging or deteriorated conductors with newer conductors, or replacement with upgraded conductors to provide increased reliability, as in this case with tree wire.

Cable Remediation Program

Replace vintage, failing underground cables with new underground cables to improve reliability to affected localized pockets of customers.

ING-13

- Replace 11 cable runs (4100 ft) in the vicinity of NE 142nd ST & 82nd PL NE - \$395k

KNM-23

- Replace 9 cable runs (1700 ft) in the vicinity of NE 182nd ST & 64th AVE NE - \$112k

Future Projects currently proposed for coming years**Wayne Substation**

Replace the 4 existing older feeder breakers WAY-13, -15, -16 & -17 in the substation with new SMART breakers. These new breakers will provide an improved protection scheme for the substation transformer and facilitate supervisory control as well as distribution automation. Replace vintage runs of underground getaway cables leading to the substation with new underground cables, improving reliability. - \$500k

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KNM-23

- Reconductor existing smaller wire to feeder wire to accommodate reliability and future load growth on NE 175th St from 68th Ave NE to 84th Ave NE. - \$641k

WAY-15

- Install a new SCADA recloser south of underground feeder on NE Bothell Way near 17414 84TH AVE NE Kenmore. - \$70k

KNM-23

- Distribution Automation implementation involves installing 3 SCADA reclosers along KNM-23 circuit and coordinating with SCADA reclosers already installed on ING-17 and ING-13 circuits and the newly installed SMART breaker at the Kenmore substation to isolate any faults along the circuit and restore power to those unaffected sections of the circuit automatically. - \$250k

Cable Remediation Program

Replace vintage, failing underground cables with new underground cables to improve reliability to affected pockets of customers.

KNM-26

- Replace 8 cable runs (2200 ft) in the vicinity of 61st AVE NE & NE 192nd PL - \$257k

WAY-15

- Replace 4 cable run (1500 ft) in the vicinity of NE 170th ST & 70th AVE NE - \$108k

ING-13

- Replace 18 cable runs (6800 ft) in the vicinity of NE 142nd PL & 79th AVE NE - \$490k

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Vegetation Management

Table 2 provides the schedule of trimming for the circuits in the Kenmore area which are on a 4 year tree trimming cycle, with “hot-spotting” consisting of evaluation and minor trimming, completed every 2 years.

Table 2: Kenmore Area Distribution Circuit Trimming.

PSE Trim schedule for circuits serving the City of Kenmore		
Circuit	Year last tree trimmed	Year next scheduled tree trimming
ING-13	2018	2022
ING-15	2016	2021
ING-16	2018	2022
ING-17	2017	2021
KNM-23	2017	2021
KNM-25	2017	2021
KNM-26	2018	2022
KNM-27	2020	2024
NBO-26	2020	2024
WAY-15	2017	2021

Table 3 provides the schedule of trimming the transmission lines in the Kenmore area which are on a 3 year tree trimming schedule, with “hot-spotting” consisting of evaluation and minor trimming, completed every year.

Table 3: Kenmore Area Transmission Trimming Schedule.

Transmission Line Name	Year last tree trimmed	Year next scheduled tree trimming
Sammamish - Moorlands #1	2017	2020
Moorlands - Vitulli	2017	2020
Cottage Brook - Moorlands	2017	2020

Reliability Metrics

SAIDI and SAIFI

The two standard benchmarks the electric utility industry uses to assess the reliability of the electrical system are the SAIDI and SAIFI indices, defined as follows:

SAIDI- System Average Interruption Duration Index

SAIDI indicates the total duration of sustained interruptions per customer on average during a predefined period of time, typically one year. It is commonly measured in minutes.

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In consultation with the WUTC, in 2016 PSE began using the Institute of Electrical and Electronics Engineers (IEEE) Standard 1366-2012 methodology for calculating SAIDI values reported to the WUTC. The IEEE Standard 1366-2012 defines electric power reliability indices and factors that affect their calculations. The switch to the IEEE 1366 methodology returned to the calculation of single year SAIDI values excluding outage events occurring on *Major Event Days*. Eligible outages having durations longer than 5 minutes are included in SAIDI calculations. Detailed discussion of this methodology is contained in PSE's 2016 Service Quality and Electric Service Reliability Report filed with the WUTC. In summary, the IEEE methodology takes this approach:

Major Event - An event, such as a storm, that causes serious reliability performance problems.

Major Event Days - Days when outage events can be excluded from the reliability performance calculation. Types of Major Event Days include:

SAIDI Exclusion Major Event Days - Any day in which the daily system SAIDI exceeds the threshold value for the current year.

5% Exclusion Major Event Days - Days that five percent or more of electric customers are experiencing an electric outage during a 24-hour period and subsequent days when the service to those customers is being restored.

SAIDI =
$$\frac{\text{Sum of the total sustained customer outage minutes divided by the}}{\text{Average annual total electric customer count for the circuit or area}}$$

SAIFI - System Average Interruption Frequency Index

SAIFI indicates the number of sustained interruptions (greater than 1 minute) per customer on average during a predefined period of time, typically one year.

SAIFI =
$$\frac{\text{Sum of the number of customers affected by each sustained outage divided by the}}{\text{Average annual total electric customer count for the circuit or area}}$$

System Performance Overview

Table 4 shows the 2019 list of circuits serving the Kenmore with SAIDI and SAIFI values using the Major Event Day exclusion methodology. To demonstrate the effect of Major Event Day outages on the data, Table 5 shows the same circuits with all outages added in.

Table 6 shows the 2019 list of circuits serving the Kenmore area that exceeded the PSE SAIDI and/or SAIFI SQI metric or the annual average values excluding Major Event Day outages (IEEE-1366 methodology). For 2019 PSE's current benchmarks filed with the WUTC are 155 average minutes per customer for SAIDI and 1.3 average outages per customer for SAIFI companywide,

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Table 7 is the 5 Year Outage Data for Kenmore and the surrounding Municipalities PSE serves using SAIDI and SAIFI data excluding Major Event Day outages (IEEE-1366 methodology).

Table 4: Five year Outage data for the circuits serving the Kenmore area – SAIDI and SAIFI data excluding Major Event Day outages (IEEE-1366 methodology).

Circuit	2019 AVG Mtr Count	2015		2016		2017		2018		2019	
		SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI
ING-13	1865	156	2.3	162	0.6	134	1.3	269	1.9	26	0.2
ING-15	2340	96	0.4	87	0.6	49	0.3	49	1.7	322	1.8
ING-16	1828	72	0.4	46	0.1	90	0.9	217	1.2	224	1.7
ING-17	845	72	1.1	128	0.3	14	0.1	500	7.9	70	0.2
KNM-23	2394	218	0.8	353	0.9	290	2.1	179	1.1	21	0.1
KNM-25	1834	24	0.1	215	1.3	18	0.1	36	0.2	9	0.1
KNM-26	1482	305	2.5	532	3.0	70	0.5	56	0.4	132	1.5
KNM-27	1087	441	2.5	3541	5.1	186	1.4	307	2.3	24	0.1
NBO-26	1400	90	1.1	301	0.9	23	0.2	27	0.1	72	0.3
WAY-13	905	48	1.1	348	1.8	44	0.4	2	0.0	33	0.1
WAY-15	744	112	1.2	95	1.1	66	0.5	208	1.5	161	0.6
Kenmore Distribution	16724	152	1.2	470	1.3	101	0.8	153	1.4	108	0.7
Kenmore Transmission		0	0.0	236	0.7	0	0.0	51	0.4	36	0.3
Kenmore Total		152	1.2	706	2.0	101	0.8	204	1.8	144	1.0

Table 5: Five Year Outage Data for circuits serving the Kenmore area – SAIDI and SAIFI data reflects all outages including Major Event Day outages.

Circuit	2019 AVG Mtr Count	2015		2016		2017		2018		2019	
		SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI
ING-13	1865	3195	8.0	2271	5.3	867	3.2	276	1.9	992	1.5
ING-15	2340	1133	2.1	281	2.8	182	0.5	78	1.7	1799	4.4
ING-16	1828	538	1.5	766	1.1	90	0.9	217	1.2	614	2.1
ING-17	845	1388	3.0	669	0.7	63	0.2	625	8.0	911	1.3
KNM-23	2394	2225	3.8	1283	1.9	1969	3.4	213	1.1	21	0.1
KNM-25	1834	1311	1.0	1074	3.3	19	0.1	37	0.2	9	0.1
KNM-26	1482	3229	4.9	1965	4.1	71	0.5	56	0.4	176	1.7
KNM-27	1087	2074	3.3	3787	5.5	186	1.4	313	2.3	1006	2.4
NBO-26	1400	1705	2.5	1603	1.9	217	0.5	197	1.1	440	0.5
WAY-13	905	1064	2.5	1697	2.8	752	5.3	53	0.1	180	1.2
WAY-15	744	363	1.6	1453	2.1	915	3.3	273	2.5	176	0.6
Kenmore Distribution	16724	1764	3.3	1441	3.0	521	1.6	190	1.6	615	1.5
Kenmore Transmission		4097	5.6	236	0.7	0	0.0	51	0.4	36	0.3
Kenmore Total		5861	8.9	1677	3.6	521	1.6	241	2.0	651	1.3

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Table 6: 2019 list of circuits serving the Kenmore area which exceeded the 2019 PSE SAIDI and/or SAIIFI SQI metric or the annual average values excluding Major Event Day outages (IEEE-1366 methodology).

CIRCUITS THAT EXCEED 2019 PSE SYSTEM SAIDI AND/OR SAIIFI PSE 9Q4 SAIDI = 185 SAIIFI = 1.30 PSE AVERAGE: SAIDI = 136 SAIIFI = 0.99			Notes: SAIDI figures reflect all non Major Event Day outages, scheduled & unscheduled SAIFI figures reflect all non-storm outages, scheduled & unscheduled	
CIRCUIT	SAIDI	SAIFI	2019 Events Comments	Actions & Projects Completed in 2019
ING-15	322.1	1.82	On December 19 th a crew was working in the area with the Substation Breaker's Hot Line Work Switch (HLWS) on for safety when a landslide on Holmes Point DR caused trees to brush OH lines causing breaker to open. This one event contributed 73% of the annual SAIDI metrics and 96% of the annual SAIIFI metrics of this circuit.	No action required
ING-16	234.1	1.72	On November 6 th an animal got into a switch in the UG system causing a circuit outage. This one event contributed 42% of the annual SAIDI metrics and 56% of the annual SAIIFI metrics of this circuit.	The failed switch was replaced.
KNM-26	132.4	1.54	82% of the outages recorded are attributed to planned scheduled outages for various reliability projects under construction this year.	Both 2604E006 KNM-26 NE 195th ST FDR reroute phase 2 and KNM-26 DA with KNM-27 were completed in 2019.
WAV-15	160.5	0.56	Planned outages that were part of a 2018 project to convert to underground the distribution system along NE Bothell Way from 96th Ave NE to about 80th Ave NE accounted for 53% of this SAIDI value.	Project was completed in 2019

Figure exceeding system wide average and Service Quality Index

Table 7: Five Year Outage Data for Kenmore and the surrounding Municipalities PSE serves – SAIDI and SAIIFI data excluding Major Event Day outages (IEEE-1366 methodology).

YEAR	SAIDI				SAIFI			
	Kenmore	Bothell	Kirkland	PSE	Kenmore	Bothell	Kirkland	PSE
2015	152	44	87	150	1.18	0.30	0.86	0.97
2016	706	256	127	148	1.96	1.04	0.64	1.06
2017	101	58	95	175	0.79	0.40	1.19	1.2
2018	204	115	116	145	1.80	0.92	0.93	1.02
2019	144	140	102	136	1.00	0.99	1.25	0.98

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ORDINANCE NO. 19-0486

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, THE NON-EXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, CONSTRUCT, SUPPORT, ATTACH, CONNECT AND STRETCH FACILITIES BETWEEN, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY AND NATURAL GAS FOR POWER, HEAT, LIGHT AND OTHER PURPOSES FOR WHICH ELECTRICAL ENERGY AND NATURAL GAS MAY BE USED.

WHEREAS, RCW 35A.11.020 grants the City authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35.47.040 authorizes the City to "grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy,...for gas..."; and

WHEREAS, Puget Sound Energy, Inc. ("PSE") has requested a franchise for purposes of transmission, distribution, and sale of electrical energy and natural gas for power, heat, light, and any other purpose for which electrical energy and natural gas may be used; and

WHEREAS, on July 25, 2005, the City Council adopted Ordinance No. 05-0233, which granted a franchise to PSE for the construction, operation, maintenance and repair of natural gas and electric transmission and distribution facilities for a ten year period; and

WHEREAS, the original ten-year term of the franchise agreement with PSE ended in August of 2015, and the parties have continued to operate under the terms of such franchise since that time in conjunction with the negotiation of a new franchise; and

WHEREAS, the City of Kenmore and PSE have negotiated a new, mutually acceptable franchise agreement; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of residents of Kenmore to grant a non-exclusive franchise to PSE for the operation of electric distribution, electric transmission, and natural gas distribution systems within the City right-of-way;

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

Section 1. Recitals Incorporated. The Recitals set forth above are herein incorporated by reference as if set forth in full.

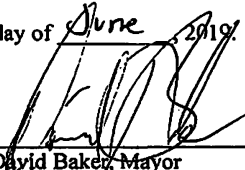
Section 2. Finding of Public Interest. The City Council hereby finds that the non-exclusive franchise agreement with Puget Sound Energy, Inc. attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

Section 3. Franchise Authorized. The City Council hereby approves and authorizes the City Manager to enter into the non-exclusive franchise agreement attached hereto as Exhibit A (the "Franchise") with Puget Sound Energy, Inc., to construct, operate and maintain its utility facilities, as defined in the Franchise, in, across, under, upon, along and over public roads and rights-of-way of the City of Kenmore.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance or the Franchise, or its or their application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance or the Franchise be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or the Franchise, or its or their application to other persons or circumstances.

Section 5. Effective Date. This Ordinance, being in compliance with RCW 35A.47.040, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

APPROVED by the City Council this 10th day of June, 2019.


David Baker, Mayor

ATTEST/AUTHENTICATED:


Kelly Chelin, City Clerk

138814988.1

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APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY ✓
Dawn F. Reitan, Acting City Attorney

FILED WITH THE CITY CLERK: 6/10/19
PASSED BY THE CITY COUNCIL: 6/10/19
PUBLISHED: 6/13/19
EFFECTIVE DATE: 6/10/19
ORDINANCE NO. 19-0486

138814988.1

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EXHIBIT A TO ORDINANCE NO. 19-0486
A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN
THE CITY OF KENMORE AND PUGET SOUND ENERGY, INC.

Section 1. Definitions

Where used in this franchise (the "Franchise") the following terms shall mean:

1.1 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its respective successors and assigns.

1.2 "City" means the City of Kenmore, a municipal corporation of the State of Washington, and its respective successors and assigns. Specifically, the City includes all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto by annexation or other means.

1.3 "City Manager" means the Kenmore City Manager, or his or her designee.

1.4 "Days" means calendar days.

1.5 "Environmental Laws" means any applicable federal, state, or local statute, code, or ordinance or federal or state administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

1.6 "Force Majeure Event" means any fire, explosion, pest damage, power failure, strike or labor dispute, act of God, the elements, war, civil disturbance, act of civil or military authorities or the public enemy, or fuel or energy shortage, or any other extraordinary circumstance or event beyond the reasonable control of the affected party.

1.7 "Franchise" means the grant of non-exclusive rights, privileges and authority embodied in this Ordinance.

1.8 "Franchise Area" means all public rights-of-way including the surface of and space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway and drive within the City as now and as may hereafter be laid out, platted, dedicated, acquired or improved within the present limits of the City and as such limits may be hereafter extended; and all City owned easements used for such rights-of-way and/or dedicated for the placement and location of utilities, provided such easements would allow PSE to fully exercise the rights granted under this Franchise within the area covered by such easements.

1.9 "Facilities" means collectively, any and all:

A. natural gas distribution systems, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures, and communications systems and all necessary facilities and appurtenances thereto, whether the

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same be located over or under ground;

B. electrical transmission and distribution systems, including but not limited to poles (with or without cross arms), including Puget-owned street lighting poles and luminaires, wires, lines, conduits, cables, communication and signal lines, braces, guys, anchors, switches, transformers, ducts, vaults and all necessary facilities and appurtenances thereto, whether the same be located over or under ground.

1.10 "Decommissioned" means Facilities in the Franchise Area that are no longer used by or useful to a regulated service provider and may be removed from service consistent with prudent utility practices and applicable law.

1.11 "Hazardous Substance" means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any applicable Environmental Law.

1.12 "Ordinance" means this Ordinance No. 19-0486, which sets forth the terms and conditions of this Franchise.

1.13 "Permitting Authority" means the head of the City department authorized to process and grant permits required to perform work in the Franchise Area, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.14 "Tariff" means "tariff" as that term is defined in WAC 480-80-030(3), or such similar definition describing rate schedules, rules and regulations relating to charges and service as may hereinafter be adopted by the regulatory authority with jurisdiction, under the laws of the State of Washington, over public service companies.

1.15 "WUTC" means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over public service companies.

Section 2. Grant of Franchise; Facilities within the Franchise Area

2.1 Pursuant to the laws of the state of Washington, including but not limited to RCW 35A.47.040 and 80.32.010, the City hereby grants to PSE the non-exclusive right, privilege, authority and franchise subject to the terms and conditions set forth herein. This Franchise grants PSE the non-exclusive right, privilege, authority and franchise to install, construct, operate, maintain, repair, replace, and use Facilities for electric distribution and transmission and natural gas distribution and transmission systems, in, under, on across, over, through, along or below the Franchise Area, for the transmission, distribution and sale of electrical energy and natural gas power, heat and light, and any other purposes for which electrical energy and natural gas may be used, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

2.2 This Franchise specifically does not authorize PSE to install or use Facilities to provide telecommunications, cable television, point-to-point data communications, or similar services either via wire or wireless technologies regardless of whether these services are provided to any person outside PSE's

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organization. This section does not restrict PSE's ability to utilize wires, wireless technology or telemetric devices to monitor and operate its electric distribution, electric transmission and natural gas distribution systems, to monitor and control the usage of electrical energy and/or natural gas, and/or to operate communications systems supporting its electric and gas operations but which are not used by PSE or any third parties to provide commercial telecommunications services to the general public. The City acknowledges that PSE may have existing or future agreements with third parties regarding the use and sharing of Facilities, such as poles.

2.3 PSE acknowledges the City's desire and intent that City rights-of-way be free of encumbrance by rights held by others, including PSE, and that the City desires and intends that rights-of-way dedicated by property owners to the City be free of such encumbrances. All rights-of-way so dedicated during the term of this Franchise shall be Franchise Area and any new Facilities thereafter installed by PSE therein shall be subject to the terms and conditions of this Franchise except as set forth in Section 2.4.

2.4 In the event PSE has a prior existing easement or other property ownership or lease right not derived from this Franchise within any portion of the Franchise Area dedicated to the City during the term of this Franchise as described in Section 2.3, and PSE desires to install new Facilities within and using such prior easement or other property ownership or lease right, then PSE will provide notice of the same to the City prior to such installation. The City may request that PSE instead install such new Facilities within the Franchise Area pursuant to rights granted by this Franchise. PSE will consider the facts and conditions that bear upon such request and will respond to the City, including meeting with the City to discuss such request, prior to installation of PSE's new Facilities. When reasonably determined by PSE to be consistent with prudent utility practice, PSE will install its new Facilities within the Franchise Area pursuant to rights granted by this Franchise as requested by the City. In all other cases, PSE may install its new Facilities within and using such prior PSE easement or other property ownership or lease right, subject to compliance with any and all permit conditions and other requirements applicable to such work under City codes, ordinances and standards, including any such condition or requirement to repair and restore the Franchise Area consistent with adopted Public Works standards.

2.5 Without limiting PSE's obligation to consider requests made by the City pursuant to Section 2.4, this Franchise shall not govern or apply to Facilities located on and using PSE owned or leased properties or easements inside or outside of the Franchise Area (whether granted by a private or public entity and whether now existing or hereafter acquired), and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

Section 3. Nonexclusive Franchise

This non-exclusive Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any portion of the Franchise Area that do not unreasonably interfere with PSE's rights under this Franchise. PSE acknowledges that the City's grant of a non-exclusive electric or natural gas franchise to another party does not, in and of itself, constitute unreasonable interference so long as the terms of the other franchise do not purport to give the other party priority or preference rights that unreasonably interfere with PSE's rights under this Franchise. This Franchise shall in no way prevent or prohibit the City from using, or affect its jurisdiction over, any portion of the Franchise Area or other City property, and the City shall retain the authority to make necessary changes, relocations, repairs, maintenance, establishment, and improvement to any portion of the Franchise Area or other City property as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new rights-of-way or other public properties of every type

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and description.

Section 4. Term of Franchise/Acceptance

This Franchise is and shall remain in full force and effect for a period of five (5) years from the effective date of the Ordinance. This Franchise may be renewed, at the sole discretion of the Kenmore City Council for one additional five (5) year period upon the written request of PSE, such request to be submitted not less than one hundred eighty days (180) prior to the expiration of the initial five (5) year term. If PSE requests the Franchise to be renewed for an additional five (5) years, as authorized in this Section 4, then the Parties shall also review and determine if the Memorandum of Understanding described in Section 32 of this Franchise ("MOU") shall also be renewed for an additional five (5) year period. This Franchise is granted upon the express condition that PSE, within sixty (60) days after the adoption of this Ordinance, shall (i) file with the clerk of the City a written acceptance of the same; and (ii) jointly with the City, execute and deliver the Memorandum of Understanding. Upon completion of each such step, this Franchise shall constitute a contract between the City and PSE for all the purposes herein set forth. If PSE fails to provide its written acceptance or jointly with the City execute and deliver the Memorandum of Understanding as provided above, this Ordinance and Franchise shall be null and void.

Section 5. Non-Franchise Area City Property

5.1 Except as expressly set forth in Section 5.2, below, nothing contained in this Ordinance shall be construed as granting permission or conveying any right to PSE to install Facilities, use or otherwise go upon any City-owned or leased properties or other public place other than the Franchise Area, and the City reserves the right to require compensation for the use of any such City-owned or leased properties or other public places not located in the Franchise Area, as may be required by the City Council by resolution. Permission to go upon any other property owned, leased or controlled by the City must be sought on a case by case basis from the City. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in PSE, including any fee or leasehold interest or easement rights.

5.2 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements, but which are not within the Franchise Area as defined by this Franchise, may be maintained, operated, repaired and/or replaced in like kind by PSE under the terms of this Franchise. For normal maintenance and repair of such existing Facilities installed or maintained by PSE on public grounds and places, PSE shall notify the City prior to any activity undertaken by or on behalf of PSE that impacts or disrupts the public use of said public grounds or places. Such Facilities, however, may not be modified, enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures. Any request to modify, enlarge, improve or expand such Facilities described in this Section shall also include a detailed map and description of the requested change to said Facilities.

Section 6. Compliance with State and Local Regulations

6.1 PSE shall comply with all federal, state, and (subject to Section 28) local laws or regulations applicable to the exercise of PSE's rights and obligations under this Franchise. Upon written inquiry, PSE shall provide a specific reference to either the federal, state, or local law or the WUTC order or action

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establishing a basis for PSE's actions related to the exercise of such rights and obligations.

6.2 In granting this Franchise the City hereby reserves all lawful powers *and* franchise authority available to it under its general police authority; provided, however, such authority shall be exercised in a manner consistent with the rights, privileges, authority and franchise conferred to PSE by this Franchise.

Section 7. Non-interference of Facilities

7.1 PSE's Facilities shall be located and maintained within the Franchise Area so as not to interfere with the free and safe passage of pedestrian, bicycle and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto, provided, that such ingress or egress (driveways) exists when such Facilities are first installed. The foregoing obligations include, but are not limited to, PSE's compliance with (subject to Section 28) applicable City ordinances, regulations and adopted Public Works Standards, and federal and state laws (such as the standards set forth in the American with Disabilities Act).

7.2 In the event that the City Manager or designee reasonably determines, after providing written notice to PSE and a reasonable opportunity for PSE to respond to the City Manager or designee's concerns, that any one or more of PSE's Facilities within the Franchise Area interfere with the free and safe passage of pedestrian, bicycle and/or vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto that exists when such Facilities are first installed, then PSE shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall fully cooperate with PSE, including, without limitation, allowing changes to or modifications of the Franchise Area, at PSE's expense, if such changes or modifications provide the most effective or economical means of eliminating such interference.

7.3 In the event such interference requires relocation of PSE's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 13 below (any such interference resulting from new development ingress or egress to properties abutting the Franchise Area in proximity to PSE's Facilities existing within the Franchise Area prior to the development shall be subject to Section 13.5).

Section 8. Natural Gas System Integrity and Safety; Dangerous Conditions

8.1 Upon the City's reasonable request, PSE will make available for review and inspection on PSE's premises by the City or City representatives, PSE's annual maintenance, safety and inspection plans and records concerning or related to PSE's natural gas Facilities located in the City of Kenmore.

8.2 Upon the City's reasonable request, PSE will make available for review and inspection on PSE's premises by the City or City's representatives, copies of reports or notices filed with WUTC or Federal Office of Pipeline Safety concerning or related to the integrity or safety of PSE's natural gas Facilities located in the City.

8.3 PSE will provide concurrent notice to the City of any application by PSE for waiver of any state or federal gas safety rule applicable to the integrity or safety of PSE's natural gas Facilities located in the City.

8.4 In the event that any of PSE's Facilities or operations cause or contribute to a condition that

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appears to endanger any person or substantially impair the lateral support of the Franchise Area or public or private property adjacent thereto, the City Manager or designee may direct PSE, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

Section 9. Construction and Maintenance of Facilities in Franchise Area; Permit Required

9.1 Whenever PSE works in the Franchise Area for purposes of traffic control, installation, construction, repair, maintenance, relocation, or removal of its Facilities, it shall apply to the City for all necessary City permits to do such work, in accordance with all ordinances and regulations of the City. Subject to Section 28, PSE shall comply with all requirements and conditions of such permits, including but not limited to location restrictions, traffic control, restoration and repair work to restore the surface of the Franchise Area. In no case shall any such work commence within the Franchise Area without a permit, except as otherwise provided in this Franchise. After the work is completed, PSE shall provide to the City upon request and at no cost, copies of PSE's drawings showing the approximate location of its Facilities affected by such work. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities is shown, such Facilities will be shown in their approximate location. The foregoing is not, however, intended to relieve PSE of its obligations arising under Section 17.3 of this Franchise or under applicable law with respect to determining and disclosing the location of its Facilities within the Franchise Area.

9.2 PSE shall at all times post and maintain proper barricades and traffic control and comply with all applicable safety regulations during any period of construction or maintenance activities within the right-of-way as required by City or state regulations, including RCW 39.04.180, for the construction of trench safety systems.

9.3 In the event of any emergency where any Facilities located in the Franchise Area are broken or damaged, or if PSE's work area within the Franchise Area is in such a condition as to endanger any person or property, PSE may immediately take any necessary emergency measures to repair or remove its Facilities or otherwise make its work area safe without first applying for and obtaining a permit as required by Section 9.1. This provision shall not relieve PSE from later obtaining any necessary permit for the emergency work. PSE shall apply for the required permit the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical.

9.4 In the event PSE proposes to cut or disturb pavement within the Franchise Area for any purpose (except as provided in Section 9.3), PSE shall apply to the City for a permit to make such disturbance in accordance with Section 9. In its application PSE shall identify the specific paving proposed to be disturbed, describe the scope and extent of the proposed disturbance and explain the necessity for such disturbance. PSE shall minimize the extent of such pavement disturbance to that reasonably necessary to perform its work. PSE acknowledges the City's authority and discretion to approve (or not approve) disturbance of such pavement and to condition such approval and require compliance of the pavement restoration to the condition required in Section 10. PSE shall not cut or disturb any pavement within the Franchise Area (except as provided in Section 9.3) without written authorization from the City Manager or designee.

9.5 In the event PSE proposes to replace utility poles within the Franchise Area for any purpose other than a City Project as defined in Section 13.1, and except as provided in Section 9.3, PSE shall apply to the City for a

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permit in accordance with Section 9. PSE shall identify the purpose and scope of said project. If the project results in decommissioned above-ground facilities in the Franchise Area, then PSE shall remove the decommissioned facilities in the manner set forth in Section 10.

Section 10. Restoration of Franchise Area and Decommissioning of Facilities

10.1 PSE shall promptly restore the Franchise Area, at its sole cost and expense, after any installation, construction, relocation, maintenance, repair or removal of its Facilities within the Franchise Area. PSE shall restore the Franchise Area to the same condition existing immediately prior to PSE's work in the Franchise Area in accordance with the City's adopted Public Works Standards and as may be determined by the City Manager or designee, in each case as reasonably necessary to restore the integrity of the paving disturbed by PSE's work. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and City standards and specifications. The City Manager or designee shall have final approval of the condition of the Franchise Area after restoration.

10.2 If it is determined that PSE has failed to restore the Franchise Area in accordance with Section 10, the City shall provide PSE with written notice including a description of actions the City reasonably believes necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, may restore the Franchise Area. PSE shall be responsible for and pay all costs and expenses incurred by the City in restoring the Franchise Area in accordance with this section. PSE shall pay said costs and expenses within thirty (30) days of receipt of the City's billing for such work, including City overhead (provided that in no event shall such overhead exceed 10% of the total costs, fees and expenses). The remedy granted to the City under this section shall be in addition to those otherwise provided by this Franchise.

10.3 In the event PSE permanently ceases use of any above-ground Facilities within the Franchise Area, PSE shall remove said Facilities at no cost to the City. Removal shall occur within ninety (90) days after PSE's permanent cessation of use and all third party attachments have been removed from such Facilities, and when reasonably practicable, prior to the expiration of the required permit. Consistent with PSE's obligations under state law, PSE shall notify any third parties that are known by PSE to have any attachments located on PSE Facilities, that such third party attachments must be removed or relocated. Additional time for removal may be agreed to by the parties provided that if the parties agree upon such additional time, the City shall renew or extend the required permit. PSE may, with written notice to the City, transfer ownership of its permanently discontinued Facilities within the Franchise Area to any third party having attachments on PSE Facilities, for such third party's continued use, and in such event PSE shall not be required to remove such Facilities from the Franchise Area. PSE shall provide such written notice as soon as practicable to the City, but no later than thirty (30) days after the transfer has been completed. In the event the transferred pole(s) were previously designated in the permit application as poles to be removed or relocated, PSE shall include this information in the written notice of transfer of ownership.

10.4 In the event PSE permanently discontinues use of and decommissions any of its underground Facilities within the Franchise Area, PSE may leave such underground Facilities in place subject to the conditions set forth in Sections 10.4 – 10.7. PSE shall notify the City when it permanently discontinues use of and decommissions any of its underground Facilities within the Franchise Area. PSE's written notification to permanently decommission underground Facilities within the Franchise Area shall

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include a mitigation plan for either removing or leaving in place the decommissioned underground Facilities. The mitigation plan shall address how and when the Facilities will be removed and shall include any mitigation measures PSE proposes to address impacts of the decommissioned underground Facilities to the Franchise Area. The mitigation plan shall require that any underground Facilities to be left in place shall be made inert by purging all natural gas from such underground Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such underground Facilities, in compliance with applicable regulation and industry standards. Unless otherwise approved by the City, removal and mitigation should be accomplished within one hundred and eighty (180) calendar days after the Facilities are permanently decommissioned.

10.5 Within thirty (30) calendar days of receiving a mitigation plan submitted by PSE pursuant to Section 10.4, the City will review the mitigation plan and either approve or require changes and resubmittal. The City will not unreasonably withhold approval of PSE's proposed plan, but may require changes if it determines, in its reasonable discretion, that said plan fails to adequately mitigate the impacts of PSE's permanently decommissioned underground Facilities. If PSE's mitigation plan proposes leaving permanently decommissioned underground Facilities in place and the City determines, after consultation with PSE, that the impacts of leaving the Facilities in place cannot be adequately mitigated to the City's reasonable satisfaction, the City may require removal of the underground Facilities. If the City approves leaving permanently decommissioned underground Facilities in place, it may condition such approval upon PSE's agreement to remove the underground Facilities at a later time, such as in conjunction with a subsequent City Project (as defined below) or other project that includes excavation in the area or as reasonably required to ensure the health and safety of the public. Following the City's approval of a mitigation plan, PSE shall promptly and in good faith implement the plan and obtain all required permits for its work in the Franchise Area.

10.6 If the Parties fail to agree upon a mitigation plan, PSE fails to comply with an approved plan, or circumstances require City action prior to approval of a plan, the City may, but is not required to, take such steps as it deems necessary to remove and/or mitigate for the impacts of the permanently decommissioned underground Facilities. Any costs incurred by the City as a result of PSE's failure to comply with its obligations under this Section with respect to permanently decommissioned underground Facilities shall be reimbursed by PSE within thirty (30) calendar days of the City invoicing PSE for such costs.

10.7 All work by PSE pursuant to this Section 10 shall be performed in accordance with the permit issued by the City, together with the laws of the State of Washington and, subject to Section 28 Kenmore Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

10.8 The Parties expressly agree that the provisions of this section shall survive the termination, expiration, or revocation of this Franchise

Section 11. Bonding Requirement

11.1 Pursuant to RCW 35A.47.040, PSE shall, within thirty (30) days after its acceptance of this Franchise, file with the City, and at all times thereafter, maintain in full force and effect for the term of this Franchise, a bond executed by PSE and a corporate surety authorized to do surety business

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in the State of Washington, with an AM Best rating of A XII. The amount shall be as provided in Section 11.3, and shall secure performance of PSE's obligations under Sections 7.1, 7.2, 8.4, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3, 10.4 and 13.1 (the "Bonded Obligations"). The bond shall be in a manner and form reasonably acceptable to the City and secure PSE's faithful performance of the Bonded Obligations and provide recovery on the bond in case of PSE's failure to perform the Bonded Obligations. PSE may meet the obligations of this section with one (1) or more bonds reasonably acceptable to the City. In the event that a bond furnished pursuant to this section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this section.

11.2 In the event PSE shall fail to perform any Bonded Obligations in undertaking any work or other activities within the Franchise Area authorized by this Franchise, and further fails to cure its deficiency within the time period identified in the City's written notice of such deficiency (which may not be less than a reasonable period of time), then the City may recover jointly and severally from PSE and the surety of such bond to ensure performance of the Bonded Obligations. This section shall be a continuing obligation for the duration of this Franchise and thereafter until PSE has discharged all of its Bonded Obligations under this Franchise.

11.3 The bond filed in accordance with the requirements of this Section 11 shall be in the amount of Twenty Thousand Dollars and No/100 (\$20,000.00), but may be increased from time to time by mutual agreement of the parties if the volume of work being undertaken by PSE within the Franchise Area under this Franchise at any given point in time materially increases such that an increase in the bond amount is reasonably necessary to provide adequate protection to the City for the Bonded Obligations covered by such work.

11.4 In the event the City intends to execute on or seek recovery under any bond(s) furnished by PSE pursuant to this Section 11, the City shall promptly provide written notice of same to PSE. If the City successfully executes on any such bond, PSE shall promptly obtain a replacement bond in like amount and/or take such other action as is reasonably necessary to ensure that the bond(s) required by this Section 11 are maintained in full force and effect for the term of this Franchise.

11.5 The rights reserved to the City by this Section 11 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 11 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 12. Underground Installation of Facilities

12.1 PSE acknowledges that the City desires to promote a policy of underground installation of Facilities within the Franchise Area. The City acknowledges that PSE provides electrical and natural gas service on a non-preferential basis subject to and in accordance with applicable Tariffs on file with the WUTC. Subject to such Tariffs, PSE agrees to cooperate with the City in the formulation of policy and development regulations concerning underground installation of PSE's Facilities within the Franchise Area.

12.2 New extensions of electric Facilities that operate at 15,000 volts (15kV) or less constructed by PSE within the Franchise Area during the term of this Franchise shall be located underground subject to and in accordance with applicable Tariffs on file with the WUTC. Provided, however, that extensions

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of existing overhead Facilities of up to five spans or 500 feet (whichever is less) may, subject to the City's prior written consent which shall not be unreasonably withheld, be installed overhead in locations having other existing overhead utilities.

12.3 If, during the term of this Franchise, the City shall direct PSE to replace (convert) its overhead electric distribution Facilities (15kV or less) then existing within the Franchise Area with underground Facilities, such underground conversion shall be arranged and accomplished subject to and in accordance with applicable Tariffs on file with the WUTC. All requests by the City for conversion of overhead Facilities to underground shall comply with applicable law.

12.4 This Section 12 shall govern all matters related to underground installation of PSE Facilities within the Franchise Area.

Section 13. Relocation of Facilities

13.1 If the City undertakes any City-funded (either directly with its own funds or with other public monies obtained by the City) improvement, repair, maintenance or other work within the Franchise Area ("City Project"), or if PSE's Facilities within the Franchise Area interfere with the free and safe passage of pedestrian, bicycle and/or vehicular traffic pursuant to Section 7 above, and such City Project or interference necessitates the relocation of PSE's Facilities then existing within the Franchise Area, then the City shall:

- A. request that PSE provide a list of all known third party occupants with attached facilities on PSE Facilities within a proposed City Project, and PSE shall provide such list to the City within 45 days of the request;
- B. provide written notice to PSE requesting such relocation; provided the City's relocation request is given at least 45 days after request for the list specified in Section 13.1.A and within a reasonable time prior to the commencement of such City Project; and
- C. provide PSE with copies of relevant portions of the City's plans and specifications for such City Project.

No later than one hundred and twenty (120) calendar days (or such shorter or longer period of time as the parties may mutually agree in writing for a given City Project) following receipt of such relocation notice and plans and specifications identified in Sections 13.1.B-C (the "Relocation Deadline"), PSE shall relocate its Facilities within the Franchise Area at no charge to the City. The Relocation Deadline may be extended as reasonably necessary for an additional one hundred twenty (120) calendar days, for a total of two hundred and forty (240) calendar days (or such shorter or longer period of time as the parties may mutually agree in writing for a given City Project), if it would be impossible or impracticable for PSE to complete the relocation work by the original Relocation Deadline due to factors and/or circumstances beyond PSE's reasonable control. Such factors may include PSE's actual inability (despite using best efforts) to obtain materials in a timely manner or PSE's relocation work being dependent on the performance of other work by the City or any third party. PSE shall notify the City of any need to extend the Relocation Deadline within thirty (30) calendar days after PSE's receipt of the City's notice to relocate referenced in Section 13.1.B and the plans and specifications referenced in Section 13.1.C (which are complete to at least 60% of final design as defined by the City) for the City Project. If PSE notifies the City of a need for such extension, the City may object to PSE's notice by

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giving PSE prompt written notice of and reasons for the objection, in which event PSE and the City shall work together in good faith to resolve the dispute in an expeditious manner. PSE shall also notify any third parties that are known by PSE to have equipment located on the PSE Facilities being relocated that they need to remove or relocate the third party's equipment by the Relocation Deadline. If PSE or the City subsequently learn of any third parties having equipment located on the PSE Facilities being relocated that were not previously known to PSE, PSE and the City shall work together in good faith to identify the third parties, notify the third parties and resolve the issue in an expeditious manner.

If, during the construction of any City Project, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of PSE's Facilities within the Franchise Area, the City shall give PSE notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, PSE shall relocate as soon as reasonably feasible the affected Facilities, at no charge to the City.

To accommodate a City Project, following permanent removal of all PSE Facilities and all third party attachments from PSE owned utility poles within the Franchise Area, PSE shall remove pole(s) from the Franchise Area, consistent with the Relocation Deadline. If any third party fails to timely remove its attachments causing PSE to fail to meet the Relocation Deadline, then as set forth in Section 13.8, PSE shall not be responsible for any costs associated with or arising from such third party delays. PSE may, with written notice to the City, transfer ownership of its permanently discontinued Facilities within the Franchise Area to any third party having attachments on PSE Facilities, for such third party's continued use, and in such event PSE shall not be required to relocate such Facilities from the Franchise Area. PSE shall provide such written notice as soon as practicable to the City, but no later than thirty (30) days after the transfer has been completed. In the event the transferred pole(s) were previously designated in the relocation process identified in Section 13.1 as poles to be removed or relocated, PSE shall include this information in the written notice of transfer of ownership.

13.2 The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated Facilities. PSE shall act in good faith and shall use its best efforts to install relocated Facilities in such space within the Franchise Area, consistent with prudent utility practice. If the City and PSE are unable to agree that there is or will be sufficient space for the relocated Facilities in the existing Franchise Area, or PSE reasonably determines that locating such relocated Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, then the City and PSE will proceed in accordance with Section 13.3.

13.3 In order to accommodate a City Project undertaken by the City under this Section 13, PSE may install relocated Facilities on property outside of the Franchise Area, the rights for which shall be obtained by PSE at no expense to the City, if:

A. Notwithstanding the use of best efforts by the City and PSE as outlined above, the City and PSE are unable to agree that there is or will be sufficient space within the Franchise Area for the relocated Facilities, or

B. locating such relocated Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice.

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Nothing in this Section 13 shall limit the rights of the City or PSE with respect to acquisition or use of property rights outside of the Franchise Area.

13.4 If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of the same Facilities pursuant to this Section 13, the City shall reimburse PSE for all costs incurred by PSE in connection such subsequent relocation.

13.5 PSE shall have the right as a condition of any relocation described in this Section 13.5 to require such person or entity other than the City to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities whenever:

A any person or entity, other than the City, requires the relocation of PSE's Facilities to accommodate the work of such person or entity within the Franchise Area, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or

B the City requires any person or entity to undertake work (other than a City Project undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of PSE's Facilities within the Franchise Area.

13.6 Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of PSE's Facilities within the Franchise Area shall be a condition or requirement causing relocation of PSE's Facilities to occur subject to the provisions of Section 13.5 above; provided, however:

A in the event the City reasonably determines and notifies PSE that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a City Project within a segment of the Franchise Area on the City's behalf, and

B such City Project is a funded project that is otherwise reflected in the City's adopted Six-Year Capital Improvement Program; Capital Facilities Plan; Transportation Improvement Program; Transportation Facilities Program or Budget;

Then only those costs and expenses incurred by PSE in connecting such relocated Facilities with PSE's other Facilities shall be paid to PSE by such person or entity, and PSE shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Sections 13.1 through 13.3.

13.7 As to any relocation of PSE's Facilities whereby the cost and expense thereof is to be borne by PSE in accordance with Sections 13.1 through 13.3, PSE may, after receipt of written notice requesting such relocation, submit in writing within thirty (30) days to the City, alternatives to relocation of its Facilities. Upon the City's receipt from PSE of such written alternatives, the City shall evaluate such alternatives and shall advise PSE in writing if one or more of such alternatives is suitable to accommodate the work which would otherwise necessitate relocation of PSE's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by PSE full and fair consideration with due regard to all facts and

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circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by PSE shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, PSE shall relocate its Facilities as otherwise provided in Sections 13.1 through 13.3. Nothing in this section shall be construed to be a waiver of any right of either PSE or the City to contest any claim or assertion by the other of responsibility to pay such costs or expense.

13.8 Subject to the exclusions and requirements set forth below in this Section 13.8, and to the maximum extent provided by law, if PSE breaches its obligations under Section 13.1 with respect to relocating its Facilities within the Franchise Area by the applicable Relocation Deadline in order to accommodate a City Project, and to the extent such breach causes a delay in the work being undertaken by the City's third party contractor(s) on a City Project that results in a claim by the third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option:

13.8.1 tender the Contractor Delay Claim to PSE for defense and indemnification in accordance with Section 20; or

13.8.2 require that PSE reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by PSE under this Section 13.8.2, the City shall first give PSE written notice of the Contractor Delay Claim and give PSE the opportunity to work with the third party contractor(s) to resolve the Contractor Delay Claim for a period of not less than thirty (30) days (or such shorter period of time as the City may have to respond to the Contractor Delay Claim without prejudicing its right to respond, but in no event less than twenty (20) days) prior to the City's payment of the Contractor Delay Claim.

Nothing in this Section 13.8 or otherwise will require PSE to bear or be responsible for any cost, expense or damage, or to defend or indemnify the City against any claim, that results from a delay in meeting the Relocation Deadline for a City Project, to the extent the delay is caused by the City, any third party that is not an agent, subcontractor or vendor of PSE, or any Force Majeure Event. Provided, however, if such a delay is caused by a third party that is not an agent, subcontractor or vendor of PSE, or any Force Majeure Event, then PSE's performance shall only be excused for the time period equal to such delay. Therefore, if this Franchise specifies a time period for performance of an obligation by PSE, the time period during which PSE is excused from performance shall only be for the period of any delay in such performance caused by said third party or Force Majeure Event. PSE shall immediately communicate the circumstance of the event to the City and take all commercially reasonable steps within its control to satisfy its duties and obligations under this Franchise and mitigate the effects of the delay.

13.9 Nothing in this Section 13 shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other property ownership or lease rights, regardless of whether such easement or other property ownership or lease rights is on public or private property and regardless of whether this Franchise co-exists with such easement or other property ownership or lease rights. Nothing in this Section 13.9 is intended to preclude the City from properly exercising its powers of eminent domain in accordance with applicable law.

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13.10 The provisions of this Section 13 shall survive the expiration or termination of this Franchise during such time as PSE continues to operate and maintain Facilities in the Franchise Area. Additionally, the provisions of this Section 13 are applicable only so long as the Franchise Area is owned and/or controlled by the City.

Section 14. Coordination/Shared Excavations

14.1 PSE and the City shall each exercise best reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to inform the other party and other utilities within the Franchise Area of its intent to undertake such construction work. PSE and the City shall further exercise best reasonable efforts to minimize delay or hindrance to construction work undertaken by themselves and other utilities within the Franchise Area.

14.2 PSE shall maintain adequate staffing levels and provide the City with one constant point of contact during construction of a City Project to provide responsive customer service. To initiate such construction coordination, the City shall contact PSE's customer construction services hotline department (as may be amended) to obtain a project number and be added to PSE's construction services system.

14.3 If, at any time or from time to time, either PSE or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

Section 15. City Use of Facilities

15.1 During the term of this Franchise, and with respect to poles which are Facilities and which are (a) wholly owned by PSE and (b) within the Franchise Area, the City, subject to PSE's prior written consent which shall not be unreasonably withheld, may install and maintain City-owned overhead cables, routers, antennas, wires and other PSE-approved equipment upon such poles for police, fire, traffic control, WiFi/Internet, weather and air quality monitoring and other noncommercial municipal communications purposes. The foregoing rights of the City to install and maintain such facilities are further subject to the following:

A Such installation and maintenance shall be done by the City at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as PSE may specify from time to time (including, without limitation, requirements accommodating PSE's Facilities or the facilities of other parties having the right to use PSE's Facilities);

B PSE shall have no obligation arising under the indemnity and insurance provisions of this Franchise as to any circumstances directly or indirectly caused by or related to such City-owned wires or the installation or maintenance thereof; and the City shall indemnify, defend and hold harmless PSE in connection with the City's use of PSE's Facilities; and

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C PSE shall not charge the City a fee for the use of such poles in accordance with this Section 15 as a mean of deriving revenue therefrom (such as a rental or lease fee); provided, however, nothing herein shall require PSE to bear any cost or expense in connection with such installation and maintenance by the City.

Section 16. Moving Buildings Within the Franchise Area.

If any person or entity other than the City obtains permission in the form of a permit from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall endeavor, prior to granting such permission, to require such person or entity to make any necessary arrangements with PSE for the temporary adjustment of PSE's wires to accommodate the moving or removal of such building or other object to allow PSE and other party to make necessary arrangements.

Section 17. Records of Installation and Planning

17.1 Upon the City's request, PSE shall promptly provide to the City copies of available maps and plans of imminent planned improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such maps or plans so submitted shall be for informational purposes only and shall not obligate PSE to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

17.2 Upon the City's reasonable request, PSE shall provide to the City copies of available drawings in use by PSE showing the approximate location of PSE's Facilities at specific locations within the Franchise Area. Further, PSE shall, upon the City's reasonable request, discuss and explore ways in which PSE and the City may cooperate and coordinate activities with respect to the development of drawing file layers compatible with the City's Geographic Information System ("GIS") which show PSE's Facilities at specific locations in the Franchise Area. Notwithstanding the foregoing, PSE does not warrant the accuracy or sufficiency of any such drawings, drawing file layers or other information provided by PSE, and PSE shall not be liable to the City or others for any errors or defects in the same.

17.3 PSE shall further provide, upon the City's reasonable request in connection with the design of a City Project, field marking of PSE's underground Facilities within the Franchise Area at the location of the City Project, if such Facilities can be so field marked with reasonable accuracy using devices designed to respond to the presence of PSE's underground Facilities. In addition, PSE shall, upon the reasonable request of the City in connection with the design of any City Project, verify the actual location of its underground Facilities within the Franchise Area at the location of a City Project by excavating, including pot holing, at no expense to the City.

17.4 The parties acknowledge that PSE is subject to and must comply with applicable federal and state laws and regulations that apply to attachments of wires, devices and other equipment ("Attachments") owned by third parties to PSE's poles within the Franchise Area. As of the date of this Franchise, PSE and third parties having attachments of wires, devices and other equipment to PSE's poles within the Franchise Area use the National Joint Utilities Notification System (NJUNS) as the means of providing official notice between them of actions required to be taken and reporting of actions taken by such third parties with respect to such Attachments. To the extent consistent with applicable federal and state laws and regulations and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS in place from time to time) include the City as an

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interested party to any notification tickets submitted by PSE in NJUNS with respect to any of PSE's poles within the Franchise Area that are permanently no longer in use by PSE and which contain third party attachments. The City may monitor activity associated with such third party attachments through NJUNS and engage directly with such third party to compel completion of such third party transfers under any applicable City authority.

17.5 Notwithstanding the foregoing, nothing in this Section 17 is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining and disclosing the location of utility facilities.

Section 18. Vegetation Management

18.1 PSE shall on an annual basis perform vegetation review throughout the City and identify areas that need vegetation management for the reliable and safe operation of PSE Facilities. PSE shall notify the City during the second annual quarter of planned or performed maintenance trimming. The City may accompany PSE or its consultants, in the review of vegetation in the Franchise Area, at its discretion. PSE shall on an annual basis identify those areas targeted for accelerated, or "hot spot," tree trimming and vegetation management and provide the City a written list and maps of locations within the Franchise Area at which PSE anticipates performing vegetation management activities for that year; provided that such list shall not limit PSE's right under this Franchise to cut, trim or otherwise remove vegetation at any time within the Franchise Area which, due to proximity to PSE's facilities, pose an imminent threat to public safety or the reliable operation of PSE's facilities. On an annual basis, the City and PSE shall meet to review PSE's and the City's plans for vegetation management within the Franchise Area, and to the extent practicable, shall attempt to coordinate vegetation management work planned for the same or overlapping areas within the Franchise Area. PSE agrees to work with the City on PSE's trimming plans to review for overlap with the City's trimming plans and avoid unnecessary duplication and expenditure of funds in advance of PSE planned trimming. PSE shall perform general trimming and vegetation management in the Franchise Area at least every 4 years.

18.2 PSE shall, in coordination with the City, identify vegetation species appropriate for location in proximity to PSE's facilities and shall cooperatively act with the City to promote use of such identified species within and adjacent to the Franchise Area.

18.3 PSE shall apply for and obtain a franchise utility right-of-way permit, with traffic control plan, for all vegetation management within the City. PSE shall not commence non-emergency vegetation management work without notice to abutting private property owners or occupants at least ten (10) working days in advance of the work to be performed, including a general time frame and description of work, and a contact name and telephone number at PSE. In performing vegetation management work, PSE shall comply with ANSI 300 pruning standards. PSE shall notify the City at least ten (10) calendar days prior to any vegetation management work being conducted within City limits; except that emergency work can be done the same day providing the City is contacted either by phone or email as soon as feasible. A knowledgeable PSE representative will stay in close communication with the City while vegetation management work is performed within the City. PSE shall conduct periodic performance reviews at the request of the City.

18.4 At the request of an abutting private property owner, PSE shall employ or consult with a certified

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arborist to assess the type of pruning proposed to be done and/or shall provide the abutting owner with alternatives to the type of pruning proposed to be done. PSE will reasonably consider alternatives proposed by the abutting property owner and any certified arborist hired by the property owner.

18.5 Nothing in this Franchise is intended to absolve PSE from any liability resulting from damage caused by trees that are severely pruned or topped by PSE and subsequently fall as a result of such pruning or topping.

18.6 PSE or its contractors should trim trees according to species growth habits. Crew foremen will be educated of different tree species and understand their corresponding growth habits.

18.7 In the event trees need to be trimmed within and/or adjacent to the Franchise Area, PSE shall notify the City in writing at least ten (10) days ahead of time. The City shall have final determination of whether a tree needs to be removed in the Franchise Area, and replacement trees shall be negotiated between the City and PSE of their contractor on a case by case basis.

18.8 All debris associated with line clearance tree trimming and/or removal work within or adjacent to the Franchise Area will be chipped and removed by PSE or its contractor from the site at no cost to the City. "Drop and Scatter" practices will require prior written approval from the City.

18.9 When trees are heavily trimmed or removed from or adjacent to the Franchise Area, PSE shall perform the work in such a way as to avoid damage to other trees within that area. If additional trees are accidentally damaged during such work, PSE, or its contractor, will use its best efforts to appropriately prune any such damaged trees. The City is to be contacted immediately in the event of any unplanned damage to City owned trees.

18.10 Climbing trees with gaffs or spikes is strongly discouraged on any deciduous, hardwood or thin bark tree species unless the tree is to be removed.

18.11 PSE shall commit to responding to all vegetation management inquiries:

- A. Within 24 hours of being contacted by a customer in response to planned vegetation management work on or near their residence; and
- B. Within 2 weeks of receipt of all general vegetation management inquiries.

18.12 The parties shall endeavor to resolve disputes arising under this section in good faith.

Section 19 Condemnation.

The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or a portion of PSE's Facilities within the Franchise Area.

Section 20 Indemnification

20.1 PSE shall indemnify, defend and hold harmless the City, its officials, officers, employees agents and representatives, from any and all third party claims or suits, and any damages, costs, judgments, awards

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or liability resulting from such claims or suits, (a) for injury or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of PSE, its agents, servants, officers or employees in the performance of this Franchise and any rights granted hereunder, or (b) to the extent such claim or demand is caused by PSE's unlawful release of Hazardous Substances into the Franchise Area in violation of any Environmental Laws in its operation of the Facilities within the Franchise Area and exercise of any rights granted hereunder. The indemnity under Section 20.1(b) includes each of the following to the extent the same is caused by PSE's unlawful release of Hazardous Substances into the Franchise Area in violation of applicable Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such release by PSE of Hazardous Substances; (ii) damages to natural resources caused by such release by PSE of Hazardous Substances, including the reasonable costs of assessing such damages; (iii) liability for any other person's costs of responding to such release by PSE of Hazardous Substances; and (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by such release by PSE of Hazardous Substances. Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, officials officers, contractors or subcontractors. The indemnity under Section 20.1(a) includes, but is not limited to any Contractor Delay Claim that the City properly elects to tender to PSE pursuant and in accordance with Section 13.8.1 of the Franchise.

20.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance by PSE of any of its obligations under this Section 20. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with PSE's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

20.3 Solely to the extent required to enforce the indemnification provisions of this Section 20, PSE waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. The foregoing waiver under this Section 20.3 has been mutually negotiated by the parties hereto, and PSE acknowledges that the City would not enter into this Franchise without PSE's waiver thereof.

20.4 In the event any matter (for which the City intends to assert its rights under this Section 20) is presented to or filed with the City, the City shall promptly notify PSE thereof and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter as it pertains to PSE's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees. In the event any suit or action be started against the City based upon any such matter, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to PSE's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees.

20.5 The provisions of this Section shall survive the expiration and termination of this Franchise.

Section 21. Insurance

21.1 PSE shall procure and maintain for the duration of the Franchise, insurance, or in lieu thereof provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in

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connection with the exercise of the rights, privileges and authority granted hereunder to PSE, its agents, representatives or employees. Coverage shall include the City, its officers, elected officials, agents, employees, representatives, and volunteers as additional insureds. PSE shall provide a certificate of insurance and/or evidence of self-insurance to the City for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. Such certificate(s) of insurance and/or evidence of self-insurance shall evidence the following minimum coverages:

- A. Commercial general liability insurance or excess liability insurance, including coverage for premises-operations, explosion, collapse and underground hazards (XCU), pollution liability, and products-completed operations, with limits not less than:
 - (i) \$5,000,000 per occurrence; and
 - (ii) \$5,000,000 in the aggregate.
- B. Automobile liability for owned, non-owned and hired vehicles with a \$2,000,000 combined single limit.
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000.

If coverage is purchased on a "claims made" basis, then PSE shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of termination of this Franchise, and/or conversion from a "claims made" form to an "occurrence" coverage form.

PSE's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of PSE to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

21.2 PSE shall maintain the liability insurance policies required by this Section 21 throughout the term of this Franchise. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. The insurance certificate required by this Section 21 shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

21.3 PSE's insurance shall be primary insurance with respect to the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers. Any insurance maintained by the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers shall be in excess of PSE's insurance and shall not contribute with it.

21.4 Should any of the required insurance policies be cancelled or limits reduced below the limits described herein, PSE shall provide the City notice 30-days prior to such cancellation or reduction.

21.5 In the event any of the insurance required by this Section 21 is canceled or otherwise not renewed during the term of this Franchise, PSE shall promptly acquire replacement insurance or shall utilize

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self-insurance to restore and maintain the amount of coverage required by this Section 21 and shall promptly provide to the City certificate(s) of insurance or evidence of self-insurance as provided in this Section 21 as may be applicable.

Section 22. Default

22.1 If PSE shall fail to materially comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon PSE a written order to so comply within thirty (30) days from the date such order is received by PSE. If PSE is not in material compliance with this Franchise after expiration of said thirty (30) day period, the City may declare an immediate forfeiture of this Franchise, provided, however, if any failure to materially comply with this Franchise by PSE cannot be corrected with due diligence within said thirty (30) day period then the time within which PSE may so comply may be extended for a period of time as may be reasonably necessary and as agreed upon by the parties, so long as PSE commences promptly and diligently to effect such material compliance.

22.2 Notwithstanding PSE's obligation to comply and to proceed with due diligence to correct any default, the City recognizes that unavoidable delays and events beyond PSE's control may occur. In such event the parties agree that PSE shall make a good faith effort to expeditiously remedy the default. In the event of a declaration of forfeiture, should either party commence litigation against the other to appeal (in the case of PSE) or enforce (in the case of the City) such declaration of forfeiture, each party in any such litigation shall be responsible for their own costs and attorneys' fees.

Section 23. Reimbursement of Administrative Costs

23.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE.

23.2 As provided in RCW 35.21.860, PSE shall reimburse and pay to the City's administrative expenses and costs incurred by the City that are directly related to: (a) receiving and approving a permit, license or this Franchise, (b) inspecting plans and construction, or (c) preparing a detailed statement, as may be required by Chapter 43.21C RCW. PSE acknowledges and agrees that it shall pay such actual administrative expenses incurred by the City, relating to the receipt, review and approval of this Franchise under Subsection 23.2(a).

23.3 As such expenses are incurred by the City, the City shall invoice PSE for all administrative expenses and costs to be reimbursed by PSE hereunder including an itemized statement showing such expenses and costs. PSE shall promptly remit payment to the City within thirty (30) days of receipt of such invoice. Notwithstanding any other provision of this Franchise, no acceptance by PSE of this Franchise shall be effective if PSE fails to pay the City's initial invoice for administrative expenses and costs properly reimbursable under Section 23.2(a) that are incurred by the City in receiving and approving this Franchise.

23.4 If PSE disputes any expense or cost included on the City's invoice, PSE shall promptly notify the City thereof and shall otherwise promptly remit payment for any and all undisputed expense and costs included on the City's invoice. As to any expense or cost disputed by PSE, PSE shall promptly provide written identification of such disputed amount(s) together with its written justification for such dispute to the City for the City's consideration. PSE and the City shall work together in good faith to resolve any disputed amount(s), including provision by either or both parties of such further information and documentation supporting or refuting

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such disputed amount(s) as may reasonably and practically be provided. Until any such dispute is resolved by the Parties the City may, at its sole discretion, suspend work being performed by the City or Puget and/or withhold City issued permits or City approvals related to such disputed amount(s). Except as set forth in this Section 23, such dispute will not otherwise effect any other obligation of the parties under this Franchise.

Section 24. Utility Tax

PSE acknowledges that the City is authorized under the laws of Washington State to impose certain taxes upon PSE. Nothing in this Franchise shall exempt (nor shall be construed to exempt) PSE from payment of any and all such taxes lawfully imposed by Kenmore Municipal Code, as may hereafter be lawfully amended or superseded, and due from PSE; provided, nothing in this Section 25 shall be construed in any way as a waiver of PSE's rights to contest the validity of any such tax or the amount of any tax due. If payment of such taxes is not made by PSE in a timely manner, the City reserves the right, at its sole option, to inter alia suspend the rights granted to PSE by this Franchise until such time that PSE pays such taxes or PSE and the City otherwise resolve any matter concerning payment thereof.

Section 25. Emergency Management

Annually, upon the request of the City, PSE will meet with the City Fire/Emergency Preparedness personnel to coordinate emergency management operations and, at least twice a year, at the request of the City, PSE personnel will actively participate with either the Northshore Emergency Management Coalition or City Emergency Personnel in emergency preparedness drills or planning sessions.

Section 26. Assignment of Franchise

All of the provisions, conditions and requirements herein contained shall be binding upon PSE and the City. PSE may not assign or otherwise transfer its rights, privileges, authority and franchise herein conferred without the prior written authorization and approval of the City, which such authorization and approval shall not be unreasonably withheld. The City hereby authorizes and approves PSE to mortgage its rights, privileges, authority and franchise in and under this Franchise to the Trustee for its bondholders.

Section 27. Severability and Survival

27.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of the sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

27.2 All provisions, conditions and requirements of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive the termination or expiration of the Franchise. Subject to Section 6 above, the parties' respective rights and interests under this Franchise shall inure to the benefit of their respective successors and assigns.

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Section 28. Amendments to Franchise.

28.1 This Franchise may be amended only by mutual agreement thereto, set forth in writing in the form of a City ordinance, signed by both parties, which specifically states that it is an amendment to this Franchise. The Parties acknowledge and agree that City's adopted code, regulations and standards ("Regulations") are intended to complement and supplement this Franchise. In the event of any direct conflict or inconsistency between the provisions of this Franchise and Regulations of the City, whether now existing or hereafter adopted by the City, the provisions of this Franchise will govern and control. Without limiting the generality of the foregoing, this Franchise (including, without limitation the Sections addressing indemnification and insurance) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all of its rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

- A. references this Franchise; and
- B. states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of a direct conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

28.2 This Franchise is subject to the provisions of applicable Tariffs on file with and accepted by the WUTC. In the event of any conflict or any inconsistency between the provisions of this Franchise and any such Tariff, the provisions of such Tariff shall control. Nothing in this Franchise shall be deemed to waive, prejudice, or otherwise limit any right or authority of the City to challenge or contest the validity of the Tariff or its application to the City before a court or regulatory agency having subject matter jurisdiction, and nothing in this Franchise will be deemed or construed as a contractual commitment or agreement by the City to accept the application of a Tariff if the City is successful in such challenge or contest of the validity of the Tariff.

28.3 The parties agree to renegotiate the terms of this Franchise, if, during the term of this Franchise there becomes effective any change in federal or state law which:

- A. Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not, prior to such change, have been consistent with federal or state law; or
- B. Pre-empt or otherwise renders null and void any term or condition of this Franchise which has been negotiated in good faith;

Then, in such event, either party may, within one hundred eighty (180) days of the effective date of such change in federal or state law request in writing to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiations on any other term or condition of this Franchise.

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Within thirty (30) days from and after receipt of such written request, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the City and acceptance of such Ordinance by PSE, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

Section 29. No Third Party Beneficiary

Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the parties. No action may be commenced or prosecuted against any party by any third party claiming as a third party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either party.

Section 30. Notice of Tariff Changes

PSE shall, when making application for any changes in Tariffs affecting the provisions of the Franchise, notify the City in writing of the application and provide the City Manager with a copy of the submitted application within thirty (30) days of filing with the WUTC. PSE shall further provide the City Manager or designee with a copy of any approved Tariff change affecting the provisions of this Franchise.

Section 31. Force Majeure

Any prevention, delay or inability to perform the duties and obligations under this Franchise due to a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Franchise specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. Provided, however, that the party has communicated the circumstance of the Force Majeure Event to the other party and has taken all commercially reasonable steps within its control to satisfy its duties and obligations under this Franchise and mitigate the effects of the Force Majeure Event.

Section 32. Memorandum of Understanding

The parties have separately entered into, and shall maintain in effect for the term of this Franchise, a Memorandum of Understanding ("MOU") that details their respective expectations and obligations for the reporting of certain performance and reliability measures regarding electrical service to PSE customers within the City. The parties agree that the MOU is an integral part of this Franchise, and may be enforced under the terms and conditions set forth in this Franchise.

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CITY OF KENMORE

By: R. H. Karling

Its: City Manager

Dated: June 19, 2019

PUGET SOUND ENERGY, INC.

By: Catherine Koel

Its: Director Flanning

Dated: July 11, 2019

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ACCEPTANCE OF FRANCHISE

The provisions of this franchise ordinance are agreed to and hereby accepted. By accepting this franchise ordinance, PSE covenants and agrees to perform and be bound by each and every term and condition of this franchise ordinance. PSE agrees to send to the City PSE's written acceptance of this Franchise via certified mail, unless otherwise hand-delivered to an employee of the City at City Hall during regular working hours.

Dated: July 11, 2019

PUGET SOUND ENERGY, INC.

By: Catherine Koch
 Printed Name: CATHERINE KOCH
 Its: DIRECTOR PLANNING

ATTEST
 PUGET SOUND ENERGY, INC.

By: _____
 Printed Name: _____
 Its: _____

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**Memorandum of Understanding
Performance and Reliability Reporting**

Contract No.19-C2043

This Memorandum of Understanding (this "**MOU**") is entered into by and between the City of Kenmore (the "**City**") and Puget Sound Energy, Inc. ("**PSE**"), also referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the City and PSE recognize the value of enhancing their working relationship through cooperation, planning, communication and coordination; and

WHEREAS, the reliability of electrical services provided by PSE in the City was presented as a serious concern by the community and City leadership in 2015; and

WHEREAS, a 2016 independent technical analysis commissioned by the City stated that nine of the of the ten electrical circuits serving the City were in the lowest 40% of electrical circuits within PSE's entire system with respect to reliability and seven of those nine performed in the lowest 25% of all circuits in the PSE system with respect to reliability; and

WHEREAS, the City and PSE have been working together to improve electrical reliability within the City as a whole, and PSE initiated improvements for certain electrical circuits serving the City in 2016 and 2017 that are designed to improve reliability; and

WHEREAS, the City and PSE desire to establish mutually agreed provisions for the reporting of certain performance and reliability measures for PSE's electric service;

NOW, THEREFORE, it is hereby agreed between the Parties as follows:

1. This MOU may be amended from time to time only by mutual written agreement of the Parties. Any amendments must be set forth in writing, signed by both Parties, and specifically state that it is an amendment to this MOU.
2. This MOU, as from time to time amended, will remain in full force and effect for a period of five (5) years from the date of this MOU as set forth below, unless sooner terminated or extended by mutual agreement of the Parties.
3. The performance of the Parties under this MOU is subject to all applicable regulations of the Washington Utilities and Transportation Commission ("WUTC"), and any such regulation shall govern and control over any inconsistent provision of this MOU. As of the effective date of this MOU, the parties acknowledge that the provisions set forth in this MOU are consistent with existing WUTC regulations and tariffs.

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4. PSE will use good faith efforts to maintain and improve the reliability of the electrical service provided by PSE to all of its electric customers in the City. In furtherance of this objective, PSE will undertake to do the following:

(a) On an annual basis, provide a written report to the City detailing the System Average Interruption Frequency Index ("SAIFI") and the System Average Interruption Duration Index ("SAIDI") for PSE's electric service within the City for a period that covers each of the previous five (5) years, including SAIFI and SAIDI information by individual PSE circuit serving the City that is calculated using the standard IEEE method; however, such reporting may use separate tables for transmission and substation outages and exclude outages without material customer impact (e.g., a substation being taken off-line for repair while maintaining electric service to customers within the City). PSE shall also provide an annual comparison of its service reliability within the City against its service reliability within cities that border the City and are within PSE's electric service territory, as well as a written comparison of its service reliability within the City against its service reliability across PSE's entire service area; and

(b) On an annual basis, identify and provide a written report to the City identifying any PSE circuits serving the City having a SAIFI and/or SAIDI, for the previous twelve (12) months, that is greater than the PSE system SAIFI and/or SAIDI for the same period and identify any corrective actions that may be taken by PSE to improve any such circuits. PSE shall include, in the report, annual outage data by circuit within the City, and each report shall be submitted by May 31st of each year with outage data for the immediately preceding calendar year; and

(c) On an annual basis, provide a written report to the City concerning all non-scheduled outages (and resulting service interruptions to customers) within the City during the previous twelve (12) months that involve electric service interruption to customers within the City (or such other threshold number of customers as the parties may agree upon from time to time), identifying the individual circuit, cause, equipment, duration and number of customers affected by the outage. Upon the City's reasonable request, PSE also will provide information regarding non-scheduled outages during the previous twelve (12) months that involved electric service interruption to any individual neighborhood within the City that lasted more than two (2) times the average community restoration time for other neighborhoods within the City.

(d) At a minimum annually, but more often as mutually agreed upon by the Parties, PSE shall present a report to the City Council at a public meeting, on a date mutually agreed upon by the Parties, summarizing the following:

(i) information contained in the written reports submitted by PSE pursuant to subsections (a) through (c) for the previous twelve (12) months;

(ii) PSE's processes and efforts for restoring electric service to its customers in the City during outages over the previous twelve (12) months, and identifying the steps necessary to expedite power restoration;

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(iii) PSE's processes and methods for notifying and coordinating with the City during outage and storm, and emergency response, including designated PSE emergency contact information to report PSE equipment issues that compromise, or potentially could compromise, public safety or traffic movement in the right-of-way, and staff members designated by PSE to communicate with City leadership or designated staff when outages occur and to report on areas affected, remedies planned or underway and estimated restoration times;

(iv) system enhancements made by PSE over the previous twelve (12) months that show progress toward meeting system enhancement goals outlined by the City in its Kenmore Comprehensive Plan Utilities Element or other applicable system plans;

(v) projects that PSE anticipates undertaking during the next three (3) years to improve the reliability of its electric service in the City, including but not limited to smart grid alternatives or other innovative power measures; and

(vi) other matters mutually agreed upon by the Parties.

At the time PSE presents its report to the City, PSE also will give an update on PSE's plans and efforts for decreasing fossil fuel-generated electricity system wide, in addition to related information that is in PSE's reports to the WUTC or other government entities.

5. The information provided by PSE to the City under this MOU shall be provided to facilitate further inquiry by the City to PSE concerning the performance and reliability of PSE's electric service within the City. If the reports required by this MOU show that any individual circuit serving the City has a SAIFI and/or SAIDI for the preceding year that is greater than the PSE system SAIFI and/or SAIDI for the same period, then PSE will meet at the City's request and seek to resolve the issue in good faith. The provision of such information shall not otherwise create or imply any other commitment or obligation of PSE. The City will not provide such information to any third party without prior notice to PSE of the City's intention to do so.

6. The parties acknowledge that the City's goal is to have all circuits in the City operating at the PSE system average or better with respect to frequency and duration of outages, excluding major storm event related outages. Recognizing PSE project investments undertaken in 2016-2018 and presuming that comparable investments will continue throughout the Franchise term, the parties acknowledge that substantial progress toward that goal should be evident by Year 2 of the Franchise Agreement term, particularly for Circuits with 2016-2018 investments such as: Inglewood 17, Kenmore 25, Kenmore 26*, Kenmore 27*, Inglewood 13*, Kenmore 23*, Wayne 15* and Inglewood 15*.¹ Any of those circuits previously in the lowest reliability quartile (starred) should at minimum be operating at 40% or higher by Year 3. North Bothell 26 is expected to maintain or improve its performance (at 35% for rolling average for 2010-2014). The City

¹ *Circuits in lowest quartile rolling 5 year average (2010-2014) as reported in Exponent's 2016 report

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will expect reliability investments during the Franchise Term to Inglewood 16th Circuit. The parties will rely on the yearly data on Frequency and Duration of outages as reported pursuant to Section 4b of the MOU.

7. As part of the parties' collaboration efforts under Sections 4 - 6 above, the City and PSE may give particular focus in their discussions to:

(a) measures for further improving the reliability of any individual electrical circuits serving the City that performed below PSE's system wide average reliability for the current and past three (3) years, such as accelerated vegetation management activities after a power outage, pole replacement, tree wire insulation, and/or sectionalizing switches at specific locations to minimize faulted regions and restore power to un-faulted regions of the electrical circuits serving the City; and

(b) measures to implement through PSE's improvement planning smart grid technology that provides smart, automated systems and switches to provide reliability, redundancy and resiliency in the electrical circuits serving the City, both as to existing circuits and those in new development areas.

8. Upon the City's reasonable request, but in no event more frequently than once each year, PSE will report to the City on the following:

(a) PSE's process and method (as made available) for providing its customers with information regarding filing claims for restitution for damages caused by power outages and/or obtaining available rebates relating to non-storm power outage events exceeding the duration of neighboring areas;

(b) PSE's efforts to establish a mechanism for communicating with property owners who have PSE Facilities located on or near their property that PSE may need to access for maintenance or service restoration of such PSE Facilities; and

(c) PSE's process and method (as made available) for allowing residential and commercial customers within the City to install grid-tie technology, which allows the customer to net meter their electricity based on power generated on site via solar, wind, or other renewable source.

9. PSE and the City will work together and collaborate in good faith on Comprehensive Plan Utilities Element updates and service planning to help facilitate meeting planned development projections.

10.

a) The parties acknowledge that PSE submitted a proposal in October, 2018 to the Washington Utilities and Transportation Commission (WUTC) for Expanded Education and Charging Stations for Electric Vehicles (EV) (Filing UE 180877) ("EV Charging Station Tariff"). The WUTC approved the tariff on December 13, 2018. The parties also acknowledge that discussions and drafts of the MOU and Franchise have consistently included concepts and language for partnership between the City and PSE in EV Charging Station installation /operation in Kenmore, which, until November 2018

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had no public EV charging stations. In November, 2018, the City installed one EV Charging Station in downtown Kenmore; PSE has no involvement in this station's installation or operation.

b) Pursuant to the proposal in the EV Charging Station Tariff, PSE has established a two year pilot program for improving access to charging infrastructure by installing/operating EV charging stations in a mix of user categories, including Public Charging, Workplace, and Multi-Family. The pilot program will be conducted in accordance with the tariff. Pursuant to its obligations under the tariff, PSE will evaluate the City on the same set of criteria and an equal basis with other jurisdictions when selecting sites for the program, and the Parties agree that if a Kenmore site is selected for installation of an EV Charging Station, the Parties will collaborate in public education and awareness, and installation of the station.

11. The City acknowledges that it will consider proposing issues of mutual interest to be added to the state or federal legislative agenda.

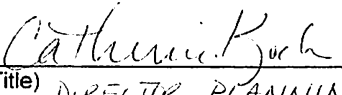
Agreed and Accepted this 11th day of July, 2019.

CITY OF KENMORE

PUGET SOUND ENERGY, INC.



City Manager



(Title) DIRECTOR, PLANNING

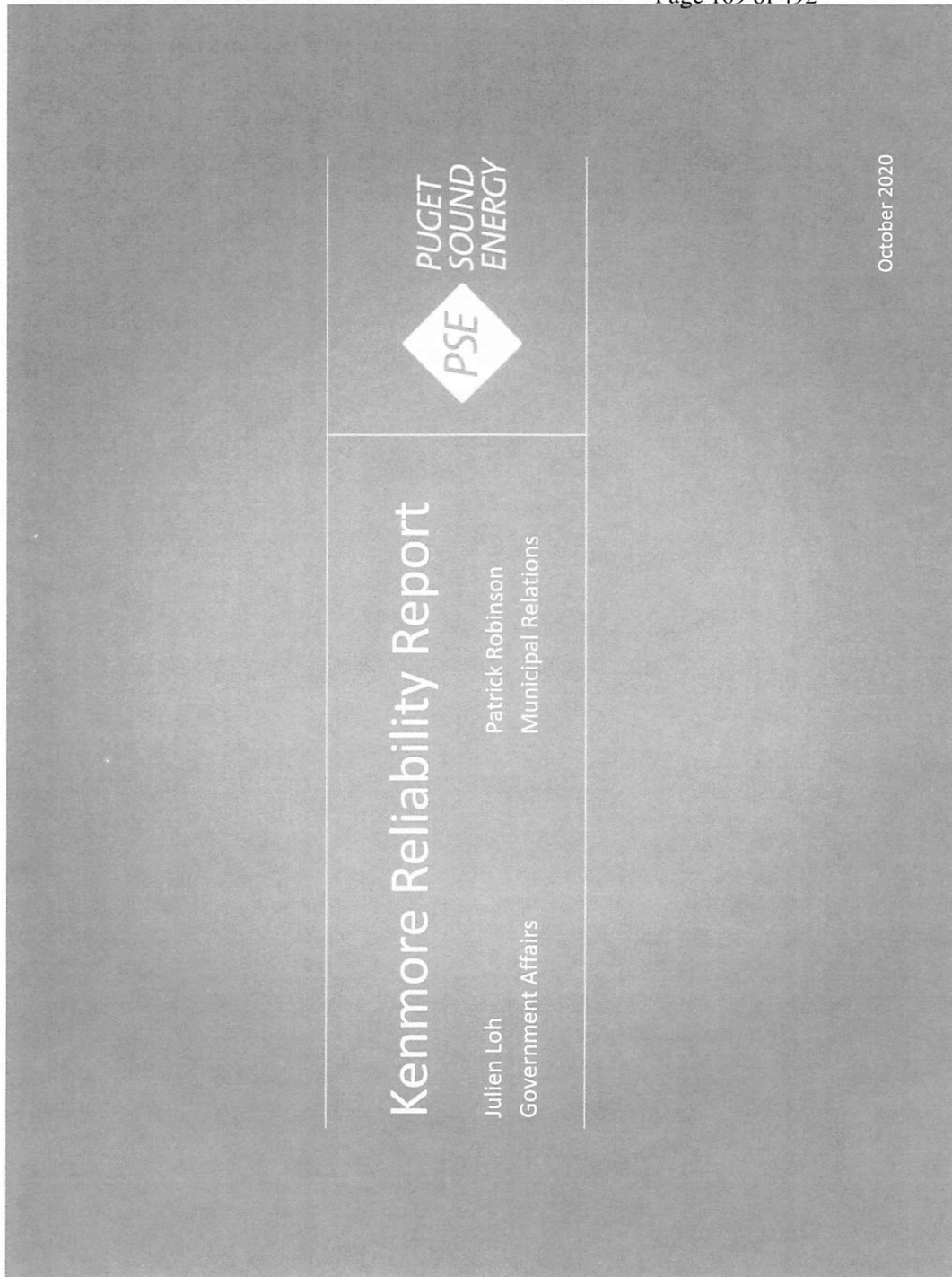
Approved as to form:



City Attorney

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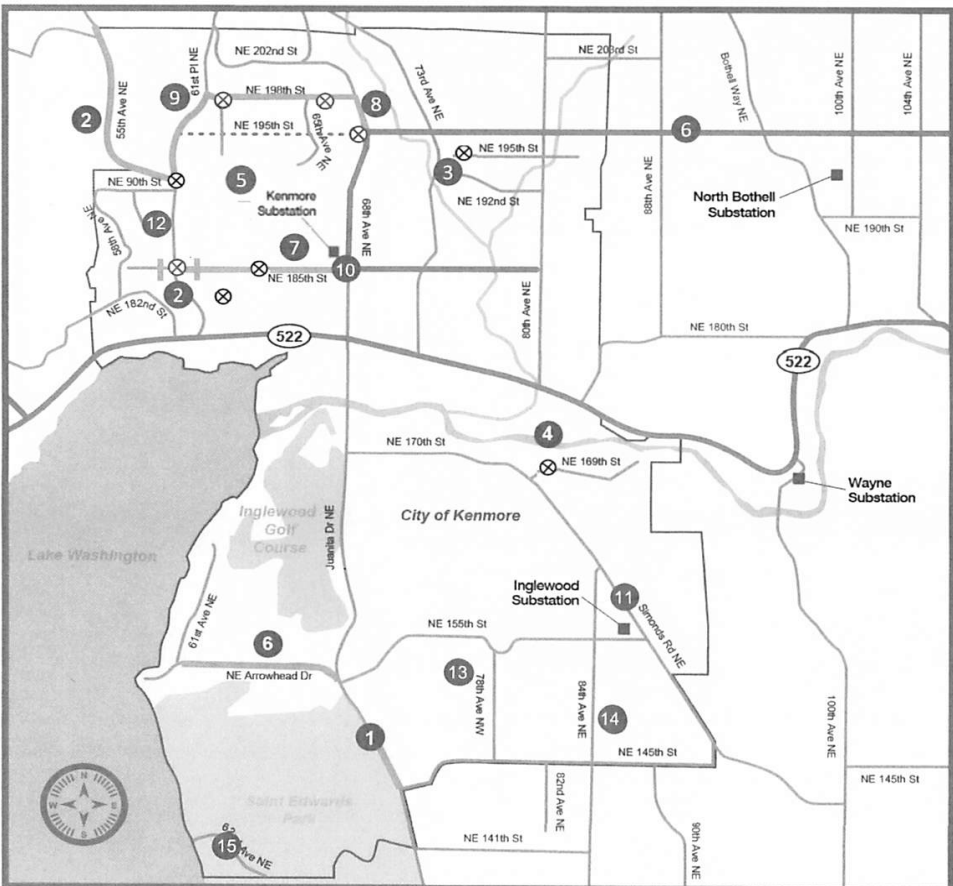
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Reliability Investments 2016 to 2020



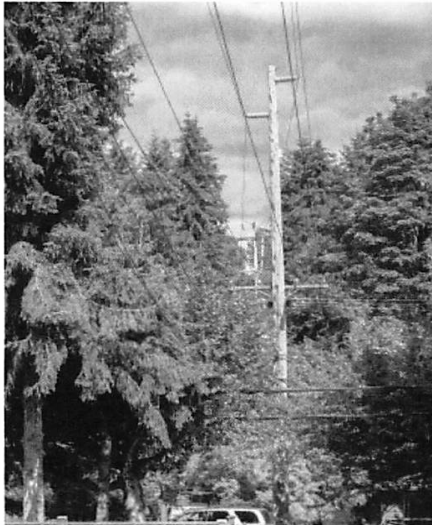
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Circuit Upgrades



New Smart Recloser



Former Kenmore-26 Route



Current Kenmore-26 Route

Tree Wire

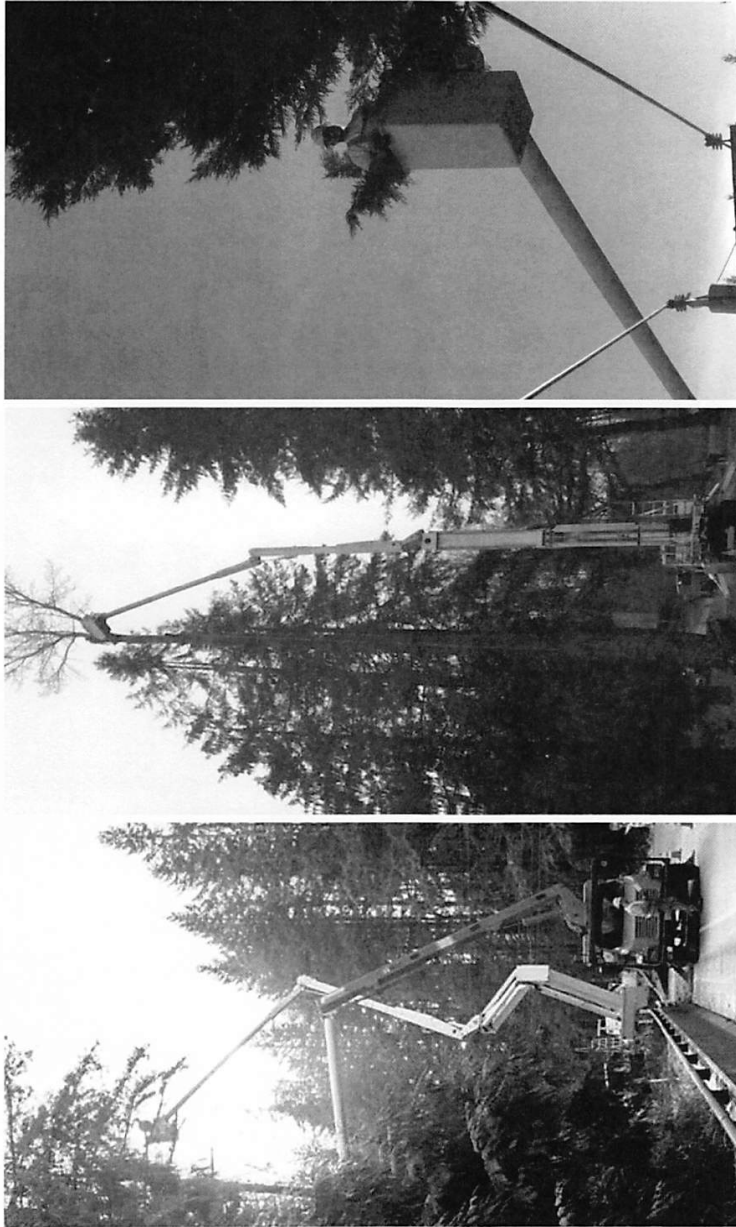


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Vegetation Management in Kenmore



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Inglewood Substation



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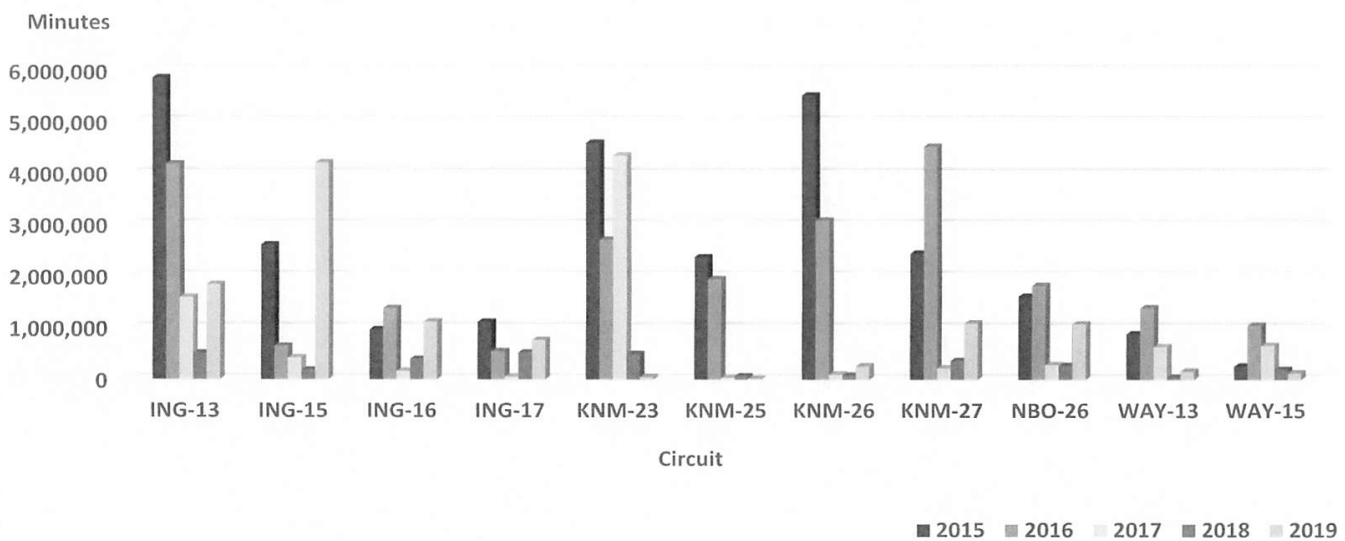
VII. A. Puget Sound Energy - Report on 2020 System Reliability and Proje...

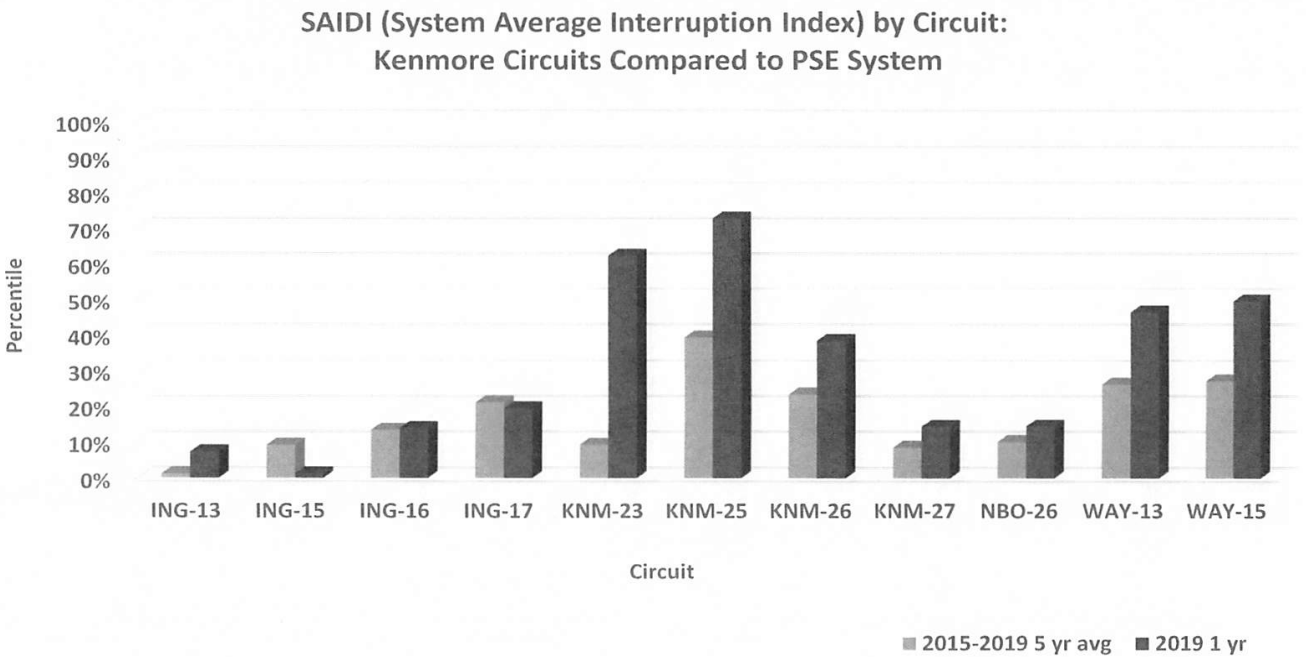
Reliability Snapshot

- Reliability in Kenmore has improved significantly over the last couple of years.
- Kenmore was within 8 minutes of the PSE system average for outage duration in 2019.
- Continued improvements are expected with the additional planned work in 2021 & 2022.



**Customer Minutes Interrupted (CMI) for All Outages (includes storms)
for Kenmore Circuits by year 2015-2019**





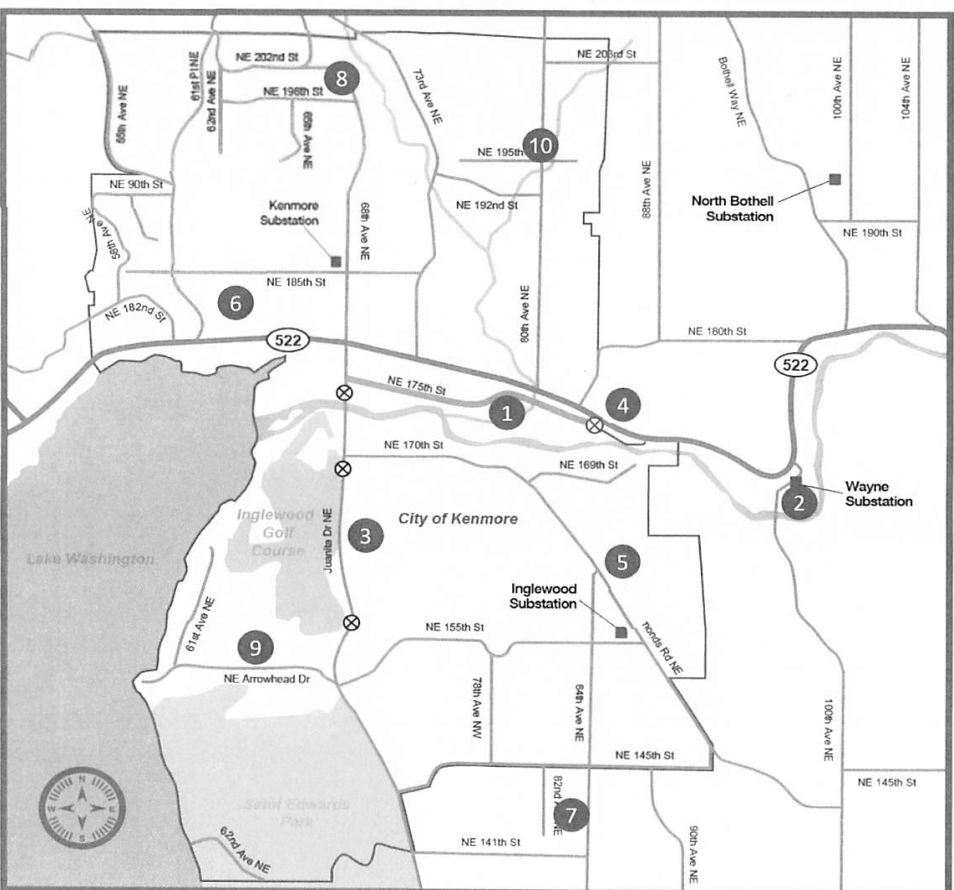
Total Investments

- Capital:
 - \$23.6 Million in capital improvements 2016 – present
 - Rebuild of Moorlands-Vitulli transmission line
 - Kenmore and Inglewood Substation upgrades
 - Distribution rebuilds along KNM-23, KNM-26, & KNM-27
 - Replacement of 77 underground cable runs
- Vegetation Management work 2017 - present:
 - ~91 circuit miles trimmed for \$692,000



- 1 **Feeder reconductor**
 - Reconductor with larger wire to accommodate future load growth and reliability
- 2 **Wayne substation upgrades**
 - The project will upgrade four aging circuit breakers with new smart technology
 - The new equipment will improve how outages on the systems are identified and managed remotely
 - We'll also replace aging underground cables to improve reliability
- 3 **Distribution automation project**
 - Installation of three reclosers in various locations
 - Will automatically detect damage and restore customers within seconds
- 4 **Distribution automation project**
 - Installation of one recloser on NE 175th St
 - Will automatically detect damage and restore customers within seconds
- 5 **Distribution automation project**
 - Installation of ten reclosers in various locations
 - Will automatically detect damage and restore customers within seconds
- 6 **Replace 3 poor performing cable runs with new underground cable**
- 7 **Replace 11 poor performing cable runs with new underground cable**
- 8 **Fuse Saver Projects**
 - Automatic restoration of power after temporary interruptions

⊗ = Recloser



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Up & Go Electric Program



Workplace: City Hall



Multifamily: Inglewood Shores



Key Elements of the Clean Energy Transformation Act

- Requires all electric utilities to:
 - Eliminate costs of coal power from rates by 2025
 - Supply 80% emissions free generation and carbon-neutral electricity by 2030
 - Set a goal of 100% carbon-free energy delivery by 2045 and file action plans to meet it.
- New power purchase agreements announced in 2020
 - Bonneville Power Administration
 - Avangrid, Golden Hills Wind Farm
- Rulemaking



Storm Preparedness/Bill Payment Assistance

- MyPSE smart phone application
 - Search for “Puget Sound Energy”
- www.pse.com/outagemap
- Call 1-888-CALL PSE
- Social Media
 - Facebook
 - Twitter
 - Flickr
 - PSE TV on YouTube
- PSE Bill Payment Assistance
 - PSE HELP (Home Energy Lifeline Program)
 - LIHEAP (Low-Income Home Energy Assistance Program)
 - Long-term Payment Arrangements



Questions?

Patrick Robinson
Municipal Relations
patrick.robinson@pse.com
425-424-7498



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ATTACHMENT
1



Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

May 28, 2021

Rob Karlinsey
City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Dear Manager Karlinsey,

Please find Puget Sound Energy's (PSE's) reliability report for the City of Kenmore 2020 service year attached. As outlined in the Performance and Reliability Reporting MOU you will find included the outage history information for 2016 to 2020, the work completed this past year, and planned projects over the next three years.

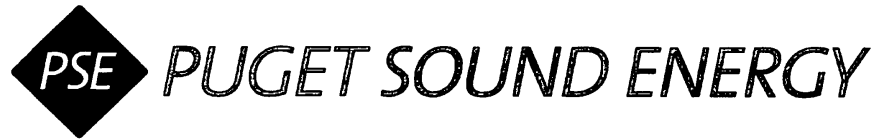
The safety and reliability of our facilities is and will remain our top priority. As you know, we have been working to improve our electric system throughout the City, as well as our communication with the Community. We appreciate the assistance and coordination Kenmore has provided in these efforts.

Please let me know if PSE can provide any additional information, or if there are any questions or concerns about the information in the report. I look forward to presenting the information to Council at a later date.

Sincerely,

A handwritten signature in black ink that reads "Patrick Robinson". The signature is written in a cursive, flowing style.

Patrick Robinson
Municipal Liaison Manager
425-424-7498
Patrick.Robinson@pse.com



Puget Sound Energy
2020
City of Kenmore Reliability Report

Overview

PSE offers this report in accordance with the Performance and Reliability Reporting MOU, an addendum to the Franchise agreement.

There are two aspects of providing safe and reliable service to the city of Kenmore. First is proactively addressing issues that impact the physical infrastructure itself. This includes measures to protect against the impacts of vegetation to facilities as well as maintaining the infrastructure itself over time. The second is responding to outages as they occur as safely and quickly as reasonably possible. Response times may be addressed by maintaining adequate access to facilities to locate and repair damages and by the implementation of smart grid technology that helps to localize a given outage and facilitate a prompt response. Historically PSE has had difficulty with various aspects of these measures, namely the impacts of a patchwork of mature tree canopy and easements that made it difficult to quickly access portions of the system. The following report lays out the steps that PSE has taken to improve both the proactive measures to reduce outages and the measures focused on response time when outages occur.

The last two years have seen changes both large and small to the electric system in Kenmore. 2020 also has projects scheduled for construction at a range of scales, including a major upgrade to the Inglewood substation addressing electric system reliability on four of the circuits serving the City of Kenmore. We are proud to present an introduction to this project and more in the document that follows.

PSE has several programs in place to proactively maintain and improve the safety and reliability of its electrical system:

Tree Wire

Trees are one of the major contributing factors of PSE's system outages. We have a large population of trees in our service footprint and Kenmore is no exception. The effects of the

Pacific Northwest's wind, rain, and icy conditions create a situation that requires constant monitoring. Tree wire helps reduce the frequency of overhead distribution line outages during storm conditions when tree limbs contact overhead lines.

Vegetation Management

A proactive and rotational vegetation management program helps reduce unplanned outages on both windy and clear sky days. Falling branches from trees can bring down poles and power lines impacting local and regional reliability as well as local safe access. In certain situations, even limbs that simply come in contact with power lines can cause a major power outage. We make every effort to let trees grow naturally, but trees and branches within a 12-foot radius of power lines typically need to be addressed by trimming or removal. For "at-risk" trees outside this radius and on private property, our certified arborists work with communities and property owners to trim or remove these potentially dangerous trees.

To offset tree removal and trimming, we devote about \$500,000 each year to planting new trees. PSE is also a Tree Line USA award recipient from the National Arbor Day Foundation – an honor we have proudly held for more than 18 consecutive years.

Undergrounding

Converting overhead lines to underground is dictated by tariffs overseen by the Washington Utilities and Transportation Commission. While undergrounding removes the issue of falling trees and branches, underground power lines present their own set of challenges and community concerns:

- All trees and vegetation in the area must be uprooted and removed in order to bury the underground cable;
- Moisture, corrosion and other stresses make buried cable vulnerable to failures over time;
- Power outages can be dramatically longer because of the time it takes to locate and repair underground faults; and
- Underground cables cost many times more than overhead lines.

Due to the fact that underground faults take more time to locate and fix, PSE monitors and actively replaces aging underground cable as part of its Cable Remediation Program.

Cable Remediation Program (CRP)

The CRP is a targeted effort to address aging underground cables that have reliability impacts to the customer. This program incorporates historic outages, aging infrastructure, customer concerns, and knowledge from the field to prioritize and update the system.

Distribution Automation

PSE's Grid Modernization Initiative includes Distribution Automation (DA), technology that provides real-time monitoring and control of our distribution circuits to help detect outages quickly, aiding in faster restoration. In part this technology works to reconfigure the system to isolate the damage, minimizing the total number of customers impacted. This results in restoring power within seconds to most customers, except a small number isolated in the faulted area. Also, by isolating the fault to the smallest section possible, electric crews are able to more quickly locate trouble spots, leading to reduced outage times for customers within a faulted area. Below you will find projects installing SCADA (Supervisory Control and Data Acquisition) reclosers and SMART breakers.

PSE appreciates the opportunity to present this information and the following data. The safety and reliability of the electrical system in Kenmore continues to be a priority for our Company.

The City of Kenmore is served by the Kenmore substation circuits (KNM-23, -25, -26, -27), as well as circuits from the Inglewood (ING-13, -15, -16, -17), North Bothell (NBO-26), and Wayne (WAY-15) substations. Improvements and outages are described by circuit.

PSE Project Plans on circuit serving the City of Kenmore

Table 1: Highlights of work performed in planning by circuit and year. Project descriptions are listed following this table.

Circuit	2018-2020 Work Performed	2021-2023 Projects in Planning
KNM-23	X	X
KNM-25		
KNM-26	X	X
KNM-27	X	
ING-13	X	X
ING-15	X	
ING-16	X	
ING-17	X	
NBO-26		X
WAY-15	X	X

2020 Community Projects completed

Inglewood Substation

Replace the 4 existing older feeder breakers ING-13, ING-15, ING-16, ING-17 in the substation with new SMART breakers. These new breakers will provide an improved protection scheme for the substation transformer and facilitate supervisory control as well as distribution automation. Replace the vintage runs of underground getaway cables leading to the substation with new underground cables, improving reliability. - \$500k

KNM-26

- Reconductor existing small bare conductor with tree wire along NE 193rd ST from 61st Ave NE to past 55th AVE NE, and along 55th Ave NE going north to NE 204th ST - \$432k

“Reconductor” is a term used by Electric Utilities to refer to the replacement of existing overhead conductors with another type or size of conductor. Reasons for replacement include upgraded conductors for increased capacity, replacement of aging or deteriorated conductors with newer conductors, or replacement with upgraded conductors to provide increased reliability, as in this case with tree wire.

KNM-23

- Distribution Automation implementation involves installing 3 SCADA reclosers along KNM-23 circuit and coordinating with SCADA reclosers already installed on ING-17 and ING-13 circuits and the newly installed SMART breaker at the Kenmore substation to isolate any faults along the circuit and restore power to those unaffected sections of the circuit automatically. - \$250k

Planned Projects

2021-2023 projects

Wayne Substation

Replace the 4 existing older feeder breakers WAY-13, -15, -16 & -17 in the substation with new SMART breakers. These new breakers will provide an improved protection scheme for the substation transformer and facilitate supervisory control as well as distribution automation. Replace vintage runs of underground getaway cables leading to the substation with new underground cables, improving reliability. - \$500k

KNM-23

- Reconductor existing smaller wire to feeder wire to accommodate reliability and future load growth on NE 175th St from 68th Ave NE to 84th Ave NE. - \$641k

WAY-15

- Install a new SCADA recloser south of underground feeder on NE Bothell Way near 17414 84TH AVE NE Kenmore. - \$70k

KNM-23

- Install 3 fusesavers at Arrowhead Dr and 64th Ave NE. - \$31k

Fusesavers are reclosing devices installed with overhead fuses that, when sensing fault current, will trip open prior to downstream fuses engaging. After an adjustable period of time (approximately 5 seconds) the device will reclose and stay closed. If the cause of the fault remains, the appropriate downstream fuse will open just like it typically would without the Fusesaver present.

KNM-26

Install 3 fusesavers at 68 AVE NE & NE 199 ST. - \$31k

NBO-26

Install 2 fusesavers at 80 AVE NE & NE 195 ST. - \$31k

Cable Remediation Program

Replace vintage, failing underground cables with new underground cables to improve reliability to affected pockets of customers.

ING-13

- Replace 11 cable runs (4100 ft) in the vicinity of NE 142nd ST & 82nd PL NE - \$395k

KNM-23

- Replace 9 cable runs (1700 ft) in the vicinity of NE 182nd ST & 64th AVE NE - \$112k

KNM-26

- Replace 8 cable runs (2200 ft) in the vicinity of 61st AVE NE & NE 192nd PL - \$257k

WAY-15

- Replace 4 cable run (1500 ft) in the vicinity of NE 170th ST & 70th AVE NE - \$108k

ING-13

- Replace 18 cable runs (6800 ft) in the vicinity of NE 142nd PL & 79th AVE NE - \$490k

Vegetation Management

Table 2 provides the schedule of trimming for the circuits in the Kenmore area which are on a 4 year tree trimming cycle, with “hot-spotting” consisting of evaluation and minor trimming, completed every 2 years.

Table 2: Kenmore Area Distribution Circuit Trimming.

PSE Trim schedule for circuits serving the City of Kenmore		
Circuit	Year last tree trimmed	Year next scheduled tree trimming
ING-13	2018-2019	2023
ING-15	2016	2021
ING-16	2018	2022
ING-17	2017	2021
KNM-23	2017-2018	2022
KNM-25	2017	2021
KNM-26	2018-2019	2023
KNM-27	2020	2024
NBO-26	2020	2024
WAY-15	2017	2021

Table 3 provides the schedule of trimming the transmission lines in the Kenmore area which are on a 3 year tree trimming schedule, with “hot-spotting” consisting of evaluation and minor trimming, completed every year.

Table 3: Kenmore Area Transmission Trimming Schedule.

Transmission Line Name	Year last tree trimmed	Year next scheduled tree trimming
Sammamish - Moorlands #1	2020	2023
Moorlands - Vitulli	2020	2023
Cottage Brook - Moorlands	2020	2023

Reliability Metrics

SAIDI and SAIFI

The two standard benchmarks the electric utility industry uses to assess the reliability of the electrical system are the SAIDI and SAIFI indices, defined as follows:

SAIDI- System Average Interruption Duration Index

SAIDI indicates the total duration of sustained interruptions per customer on average during a predefined period of time, typically one year. It is commonly measured in minutes.

In consultation with the WUTC, in 2016 PSE began using the Institute of Electrical and Electronics Engineers (IEEE) Standard 1366-2003 methodology for calculating SAIDI values reported to the WUTC. The IEEE Standard 1366-2003 defines electric power reliability indices and factors that affect their calculations. The switch to the IEEE 1366 methodology returned to the calculation of single year SAIDI values excluding outage events occurring on *Major Event Days*. Eligible outages having durations longer than 5 minutes are included in SAIDI calculations. Detailed discussion of this methodology is contained in PSE's 2016 Service Quality and Electric Service Reliability Report filed with the WUTC. In summary, the IEEE methodology takes this approach:

Major Event - An event, such as a storm, that causes serious reliability performance problems.

Major Event Days - Days when outage events can be excluded from the reliability performance calculation. Types of Major Event Days include:

SAIDI Exclusion Major Event Days - Any day in which the daily system SAIDI exceeds the threshold value for the current year.

5% Exclusion Major Event Days - Days that five percent or more of electric customers are experiencing an electric outage during a 24-hour period and subsequent days when the service to those customers is being restored.

SAIDI =
$$\frac{\text{Sum of the total sustained customer outage minutes divided by the}}{\text{Average annual total electric customer count for the circuit or area}}$$

SAIFI - System Average Interruption Frequency Index

SAIFI indicates the number of sustained interruptions (greater than 1 minute) per customer on average during a predefined period of time, typically one year.

SAIFI =
$$\frac{\text{Sum of the number of customers affected by each sustained outage divided by the}}{\text{Average annual total electric customer count for the circuit or area}}$$

System Performance Overview

Table 4 shows the 2020 list of circuits serving the Kenmore with SAIDI and SAIFI values using the Major Event Day exclusion methodology. To demonstrate the effect of Major Event Day outages on the data, Table 5 shows the same circuits with all outages including Major Event Days.

Table 6 shows the 2020 list of circuits serving the Kenmore area that exceeded the PSE SAIDI and/or SAIFI Service Quality Index (SQI) metric or the annual average values excluding Major Event Day outages (IEEE-1366 methodology). For 2020 PSE's current benchmarks filed with the WUTC are 155 average minutes per customer for SAIDI and 1.3 average outages per customer for SAIFI companywide,

Table 7 is the 5 Year Outage Data for Kenmore and the surrounding Municipalities PSE serves using SAIDI and SAIFI data excluding Major Event Day outages (IEEE-1366 methodology).

Table 4: Five year Outage data for the circuits serving the Kenmore area – SAIDI and SAIFI data excluding Major Event Day outages (IEEE-1366 methodology).

		2016		2017		2018		2019		2020	
Circuit	2020 AVG Mtr Count	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI
ING-13	1878	162	0.6	134	1.3	269	1.9	26	0.2	171	0.5
ING-15	2364	87	0.6	49	0.3	49	1.7	322	1.8	54	0.5
ING-16	1832	46	0.1	90	0.9	217	1.2	224	1.7	6	0.0
ING-17	848	128	0.3	14	0.1	500	7.9	70	0.2	2	0.0
KNM-23	2433	363	0.9	290	2.1	179	1.1	21	0.1	254	3.0
KNM-25	1852	215	1.3	18	0.1	36	0.2	9	0.1	35	0.2
KNM-26	1544	532	3.0	70	0.5	56	0.4	132	1.5	162	0.7
KNM-27	1029	3541	5.1	186	1.4	307	2.3	24	0.1	8	0.0
NBO-26	1415	301	0.9	23	0.2	27	0.1	72	0.3	23	0.1
WAY-13	918	348	1.8	44	0.4	2	0.0	33	0.1	88	0.4
WAY-15	754	95	1.1	66	0.5	208	1.5	161	0.6	30	0.1
Kenmore Distribution	16867	470	1.3	101	0.8	153	1.4	108	0.7	91	0.7
Kenmore Transmission		236	0.66	0	0.00	51	0.38	36	0.31	197	1.17
Kenmore Total		706	1.96	101	0.79	204	1.80	144	1.00	287	1.90

Table 5: Five Year Outage Data for circuits serving the Kenmore area – SAIDI and SAIFI data reflects all outages including Major Event Day outages.

Circuit	2020 AVG Mtr Count	2016		2017		2018		2019		2020	
		SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI	SAIDI	SAIFI
ING-13	1878	2271	5.3	867	3.2	276	1.9	992	1.5	172	0.5
ING-15	2364	281	2.8	182	0.5	78	1.7	1799	4.4	68	0.5
ING-16	1832	766	1.1	90	0.9	217	1.2	614	2.1	6	0.0
ING-17	848	669	0.7	63	0.2	625	8.0	911	1.3	7	0.0
KNM-23	2433	1283	1.9	1969	3.4	213	1.1	21	0.1	254	3.0
KNM-25	1852	1074	3.3	19	0.1	37	0.2	9	0.1	169	0.3
KNM-26	1544	1965	4.1	71	0.5	56	0.4	176	1.7	187	0.8
KNM-27	1029	3787	5.5	186	1.4	313	2.3	1006	2.4	10	0.1
NBO-26	1415	1603	1.9	217	0.5	197	1.1	440	0.5	23	0.1
WAY-13	918	1697	2.8	752	5.3	53	0.1	180	1.2	92	0.4
WAY-15	754	1453	2.1	915	3.3	273	2.5	176	0.6	46	0.1
Kenmore Distribution	16867	1441	3.0	521	1.6	190	1.6	615	1.5	112	0.7
Kenmore Transmission		236	0.7	0	0.0	51	0.4	36	0.3	197	1.2
Kenmore Total		1677	3.6	521	1.6	241	2.0	651	1.8	309	1.9

Table 6: 2020 list of circuits serving the Kenmore area which exceeded the 2020 PSE SAIDI and/or SAIFI Service Quality Index (SQI) metric or the annual average values excluding Major Event Day outages (IEEE-1366 methodology).

CIRCUITS THAT EXCEED 2020 PSE SYSTEM SAIDI AND/OR SAIFI PSE SQI: SAIDI = 155 SAIFI = 1.30 PSE AVERAGE: SAIDI = 166 SAIFI = 1.24			Notes: SAIDI figures reflect all non-med. scheduled & unscheduled SAIFI figures reflect all non-storm outages. scheduled & unscheduled	
CIRCUIT	SAIDI	SAIFI	2020 Events Comments	Actions & Projects Completed in 2020
ING-13	171.1	0.56	Planned outages associated with a pole relocation project for the City of Kenmore contributed 76% of the SAIDI minutes recorded. The SAIDI value without scheduled outages is 41.1, which shows the circuit as operating better than the PSE SQI of 155.	No action required
KNM-23	253.6	3.05	Three outage events dropped the circuit and contributed 55% of SAIDI minutes and 74% of SAIFI values recorded. One occurred when limbs were blown into the overhead feeder, and the other two were caused by construction crews getting equipment into the overhead wires.	A Distribution Automation Project was completed in the end of 2020 that will reduce the impact of future events.
KNM-26	162.2	0.74	Planned outages associated with two reliability projects contributed 83% of the SAIDI minutes recorded. The SAIDI value without scheduled outages is 27.6, which shows the circuit as operating better than the PSE SQI of 155.	No action required

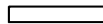
 Figure exceeding system wide average and Service Quality Index.

Table 7: Five Year Outage Data for Kenmore and the surrounding Municipalities PSE serves – SAIDI and SAIFI data excluding Major Event Day outages (IEEE-1366 methodology).

YEAR	SAIDI				SAIFI			
	Kenmore	Bothell	Kirkland	PSE	Kenmore	Bothell	Kirkland	PSE
2016	706	256	127	148	1.96	1.04	0.64	1.06
2017	101	58	95	175	0.79	0.40	1.19	1.2
2018	204	115	116	145	1.80	0.92	0.93	1.02
2019	144	140	102	136	1.00	0.99	1.25	0.98
2020	287	200	108	165	1.90	1.41	1.10	1.24

Outage List for 2020 (excluding scheduled outages)

Date	Circuit	Customer Count	Duration (min)	Cause	Equipment
1/5/2020	ING-15	4	331	equipment failure	overhead secondary connector
1/7/2020	ING-15	1	372	tree	overhead line fuse / fuse link
1/11/2020	ING-15	11	1533	tree	overhead arrester
1/13/2020	KNM-26	1	468	tree	overhead service
1/13/2020	KNM-27	7	1613	tree	overhead service
1/21/2020	KNM-23	2425	143359	tree	overhead conductor
1/21/2020	KNM-23	18	4337	equipment failure	padmount j-box
1/23/2020	ING-16	1	477	unknown	underground service
1/28/2020	ING-13	1	94	equipment failure	overhead conductor
1/30/2020	NBO-26	56	25215	car pole	overhead pole
2/1/2020	KNM-26	55	15186	tree	underground primary cable
2/1/2020	KNM-26	55	15186	tree	underground primary cable
2/3/2020	ING-13	1	282	equipment failure	overhead service
2/5/2020	ING-15	1	665	equipment failure	underground service
2/7/2020	ING-13	1	604	tree	overhead transformer fuse
2/10/2020	ING-13	1	166	equipment failure	underground service
2/19/2020	WAY-15	16	7904	equipment failure	underground primary cable
2/20/2020	ING-13	3	163	equipment failure	underground service
2/23/2020	ING-15	1	786	tree	overhead transformer
2/28/2020	ING-13	41	4863	equipment failure	underground submersible transformer
3/1/2020	NBO-26	1	285	equipment failure	underground service
3/12/2020	ING-16	7	1066	equipment failure	underground service
3/16/2020	WAY-13	1	235	equipment failure	underground service
3/24/2020	KNM-23	1	168	equipment failure	underground padmount transformer
4/2/2020	ING-13	6	2502	equipment failure	underground submersible elbow
4/7/2020	KNM-27	33	6111	equipment failure	underground submersible elbow
4/10/2020	KNM-23	1180	71115	car pole	overhead conductor
4/15/2020	KNM-23	1	223	equipment failure	overhead service
4/15/2020	KNM-26	5	331	tree	overhead conductor
4/19/2020	KNM-26	41	2818	bird or animal	overhead conductor
4/20/2020	WAY-13	67	1098	bird or animal	overhead line fuse / fuse link
4/21/2020	KNM-23	5	1258	equipment failure	overhead service
4/25/2020	ING-13	1	162	tree	overhead secondary connector
4/25/2020	ING-15	6	3533	equipment failure	overhead cut-out
4/25/2020	ING-13	1	66	tree	overhead secondary connector
4/30/2020	KNM-27	2	809	equipment failure	underground padmount transformer

5/5/2020	KNM-26	62	1197	outage while working	overhead conductor
5/11/2020	ING-13	1	143	tree	overhead conductor
5/14/2020	ING-13	3	169	equipment failure	overhead transformer fuse
5/19/2020	KNM-27	1	136	equipment failure	underground service
5/21/2020	ING-16	1	163	tree	overhead secondary connector
5/21/2020	ING-13	1	327	equipment failure	underground secondary cable
5/26/2020	KNM-26	3	289	equipment failure	overhead service
5/27/2020	KNM-27	3	927	tree	overhead service
5/30/2020	ING-13	1	7	tree	overhead conductor
5/30/2020	ING-13	147	19607	tree	overhead conductor
5/30/2020	ING-13	13	661	tree	overhead conductor
5/30/2020	ING-13	276	18554	tree	overhead conductor
5/31/2020	ING-15	2	245	equipment failure	overhead transformer fuse
6/3/2020	KNM-26	110	11491	bird or animal	overhead transformer fuse
6/7/2020	KNM-25	1	237	equipment failure	overhead transformer fuse
6/7/2020	KNM-23	1	287	equipment failure	underground service
6/8/2020	KNM-27	1	292	lightning	underground padmount transformer
6/8/2020	KNM-27	4	269	lightning	underground padmount transformer
6/11/2020	ING-16	4	2	equipment failure	underground padmount transformer
6/12/2020	ING-16	4	915	equipment failure	underground padmount transformer
6/12/2020	ING-15	1000	96750	tree	overhead conductor
6/16/2020	ING-15	2	171	dig up (underground)	underground service
6/18/2020	KNM-26	4	609	equipment failure	overhead service
6/22/2020	ING-15	54	7428	equipment failure	underground submersible transformer
6/26/2020	KNM-23	1	69	equipment failure	padmount meter point
6/29/2020	KNM-23	43	5280	tree	overhead conductor
7/4/2020	KNM-26	16	2053	bird or animal	overhead conductor
7/5/2020	WAY-13	5	463	bird or animal	overhead line fuse / fuse link
7/5/2020	KNM-25	17	967	bird or animal	underground outdoor termination
7/6/2020	WAY-13	5	1156	bird or animal	overhead transformer fuse
7/8/2020	ING-13	3	909	equipment failure	overhead transformer
7/8/2020	KNM-25	5	479	equipment failure	overhead conductor
7/9/2020	ING-16	1	113	equipment failure	overhead secondary connector
7/10/2020	ING-13	8	1749	equipment failure	underground submersible transformer
7/13/2020	ING-15	4	450	bird or animal	overhead line fuse / fuse link
7/16/2020	ING-15	7	1704	equipment failure	underground submersible transformer
7/17/2020	ING-16	1	323	equipment failure	underground service
7/17/2020	ING-15	3	968	equipment failure	overhead transformer
7/17/2020	ING-13	120	18423	equipment failure	overhead transformer
7/20/2020	KNM-26	3	210	equipment failure	overhead transformer
7/29/2020	KNM-27	1	73	bird or animal	overhead line fuse / fuse link

7/31/2020	KNM-25	73	20405	equipment failure	overhead line fuse / fuse link
8/4/2020	KNM-23	1870	122709	car pole	overhead conductor
8/6/2020	ING-15	2	868	tree	overhead conductor
8/6/2020	ING-13	1	122	equipment failure	overhead service
8/6/2020	KNM-23	489	65782	equipment failure	overhead conductor
8/6/2020	KNM-23	489	65715	equipment failure	overhead conductor
8/7/2020	KNM-23	355	43236	equipment failure	overhead conductor
8/7/2020	KNM-23	355	43236	equipment failure	overhead conductor
8/16/2020	ING-15	17	2451	equipment failure	underground terminal fuse
8/17/2020	NBO-26	49	3748	tree	overhead conductor
8/17/2020	NBO-26	2	825	tree	overhead conductor
8/19/2020	WAY-15	29	13830	accident	overhead pole
8/27/2020	ING-15	30	291	faulty installation	overhead jumper wire
8/29/2020	KNM-23	10	1024	bird or animal	overhead line fuse / fuse link
9/5/2020	ING-15	4	440	bird or animal	underground outdoor termination
9/7/2020	KNM-26	61	7170	tree	overhead conductor
9/7/2020	ING-16	2	586	tree	overhead conductor
9/8/2020	ING-15	1	344	equipment failure	underground padmount transformer
9/8/2020	ING-15	1	1	equipment failure	underground padmount transformer
9/10/2020	ING-16	1	295	equipment failure	overhead transformer
9/14/2020	KNM-26	3	1250	equipment failure	underground primary cable
9/18/2020	WAY-15	10	544	tree	overhead conductor
9/19/2020	ING-15	8	640	tree	overhead conductor
9/23/2020	ING-15	3	372	equipment failure	overhead transformer fuse
9/23/2020	ING-15	1	295	tree	overhead service
9/24/2020	ING-15	2	207	tree	overhead cut-out
9/25/2020	ING-13	92	8188	tree	overhead line fuse / fuse link
9/25/2020	ING-13	1	26	tree	overhead conductor
9/30/2020	ING-16	11	3796	equipment failure	underground primary cable
10/2/2020	NBO-26	1	184	faulty installation	overhead service
10/3/2020	KNM-26	1	246	equipment failure	underground secondary cable
10/4/2020	ING-15	1	89	equipment failure	underground service
10/4/2020	ING-15	3	166	bird or animal	overhead transformer fuse
10/10/2020	KNM-25	103	16938	equipment failure	underground primary cable
10/10/2020	KNM-23	4	609	lightning	overhead transformer fuse
10/11/2020	ING-17	1	57	tree	overhead conductor
10/13/2020	WAY-15	48	12288	tree	overhead conductor
10/13/2020	ING-13	1	26	tree	overhead conductor
10/13/2020	KNM-25	80	142599	tree	overhead conductor
10/13/2020	WAY-13	3	3821	tree	overhead transformer fuse
10/13/2020	ING-15	47	31961	tree	overhead conductor

10/13/2020	KNM-25	201	106791	tree	overhead conductor
10/13/2020	ING-17	5	3924	tree	overhead conductor
10/15/2020	WAY-13	3	448	equipment failure	overhead secondary connector
10/16/2020	KNM-23	88	18652	tree	overhead arrester
10/18/2020	KNM-26	4	431	equipment failure	overhead transformer fuse
10/21/2020	ING-17	5	368	bird or animal	overhead transformer fuse
11/3/2020	KNM-26	1	164	equipment failure	padmount meter point
11/3/2020	NBO-26	3	1367	equipment failure	underground primary cable
11/3/2020	ING-13	1	158	equipment failure	overhead transformer fuse
11/3/2020	ING-16	1	133	accident	underground service
11/9/2020	KNM-23	10	657	unknown	overhead line fuse / fuse link
11/24/2020	ING-15	5	421	tree	overhead transformer fuse
12/6/2020	KNM-23	3	484	equipment failure	overhead transformer fuse
12/11/2020	ING-15	4	2177	car pole	overhead pole
12/13/2020	ING-16	25	2432	equipment failure	padmount switch fuse
12/17/2020	ING-16	1	625	equipment failure	underground service
12/18/2020	ING-15	3	920	equipment failure	underground secondary cable
12/19/2020	ING-15	6	2120	equipment failure	overhead transformer
12/21/2020	ING-13	1	727	equipment failure	underground secondary cable
12/21/2020	KNM-26	1	156	equipment failure	underground service
12/27/2020	NBO-26	1	188	equipment failure	overhead service
12/27/2020	ING-15	1	93	equipment failure	underground service

ATTACHMENT
2

Outage List for 2019 (excluding scheduled outages)

Date	Circuit	Customer Count	Duration (min)	Cause	Equipment
1/2/2019	ING-15	1	280	equipment failure	overhead crossarm
1/6/2019	ING-17	8	15500	tree	overhead line fuse/ fuse link
1/6/2019	NBO-26	97	182926	tree	overhead line fuse/ fuse link
1/6/2019	NBO-26	49	45656	tree	overhead conductor
1/6/2019	ING-13	1180	739978	tree	overhead conductor
1/6/2019	ING-15	2	3138	tree	overhead transformer fuse
1/6/2019	KNM-27	3	7962	tree	overhead conductor
1/6/2019	KNM-27	3	7244	tree	overhead transformer fuse
1/6/2019	ING-17	14	12809	tree	overhead transformer fuse
1/6/2019	ING-15	1	2596	tree	overhead service
1/7/2019	ING-13	1	1567	tree	overhead service
1/8/2019	ING-15	64	18977	equipment failure	overhead conductor
1/11/2019	ING-15	4	654	equipment failure	overhead secondary connector
1/13/2019	ING-17	2	175	bird or animal	overhead transformer fuse
1/26/2019	KNM-26	1	77	unknown	overhead meter point
2/2/2019	KNM-23	2	176	bird or animal	overhead transformer fuse
2/9/2019	KNM-27	1144	537260	tree	overhead conductor
2/9/2019	ING-15	2	697	tree	overhead line fuse/ fuse link
2/9/2019	KNM-26	3	2650	tree	overhead service
2/9/2019	KNM-23	1	589	equipment failure	underground service
2/9/2019	ING-13	1	36	tree	overhead conductor
2/11/2019	WAY-13	918	118606	tree	overhead conductor
2/11/2019	ING-17	3	1368	tree	overhead transformer fuse
2/11/2019	KNM-26	3	869	tree	overhead transformer fuse
2/11/2019	KNM-26	86	17482	tree	overhead line fuse/ fuse link
2/11/2019	KNM-27	1144	320678	tree	overhead conductor
2/11/2019	ING-15	75	120096	tree	overhead conductor
2/11/2019	ING-17	654	118876	tree	overhead recloser
2/11/2019	ING-13	2	7474	tree	overhead conductor
2/11/2019	KNM-26	23	12333	tree	overhead conductor
2/11/2019	WAY-15	3	11382	tree	overhead conductor
2/11/2019	ING-13	62	162360	tree	overhead conductor
2/11/2019	WAY-13	4	15138	tree	overhead conductor
2/11/2019	ING-17	127	350069	tree	overhead conductor
2/11/2019	ING-15	5884	3121672	tree	overhead conductor
2/12/2019	ING-17	59	150946	tree	overhead conductor
2/12/2019	ING-16	715	711886	tree	overhead conductor

2/12/2019	ING-17	4	12859	equipment failure	overhead conductor
2/12/2019	NBO-26	48	121430	tree	overhead conductor
2/12/2019	ING-13	684	313455	tree	overhead conductor
2/12/2019	NBO-26	54	165221	tree	overhead conductor
2/12/2019	KNM-27	110	191662	tree	overhead conductor
2/12/2019	KNM-26	86	29434	unknown	overhead conductor
2/12/2019	KNM-26	1	1719	tree	overhead service
2/12/2019	ING-17	3	8929	tree	overhead conductor
2/12/2019	ING-15	89	126092	tree	overhead conductor
2/12/2019	ING-15	55	77653	tree	overhead conductor
2/12/2019	ING-13	216	309204	tree	overhead conductor
2/12/2019	ING-17	25	39543	tree	overhead transformer fuse
2/12/2019	ING-13	160	170920	tree	overhead conductor
2/12/2019	ING-13	68	68077	tree	overhead conductor
2/12/2019	ING-13	17	28760	tree	overhead transformer fuse
2/12/2019	ING-13	1	994	tree	overhead conductor
2/12/2019	ING-15	2	3600	tree	overhead conductor
2/12/2019	KNM-27	47	2224	tree	overhead conductor
2/13/2019	WAY-13	5	3766	tree	overhead conductor
2/13/2019	KNM-27	1	1843	tree	overhead service
2/13/2019	ING-15	3	4206	tree	overhead transformer fuse
2/13/2019	WAY-15	5	8676	tree	overhead conductor
2/13/2019	KNM-23	1	3	tree	overhead service
2/13/2019	ING-13	160	22635	equipment failure	overhead conductor
2/13/2019	ING-13	3	4435	tree	overhead transformer fuse
2/13/2019	KNM-27	2	386	tree	overhead conductor
2/13/2019	ING-16	1	192	tree	overhead conductor
2/13/2019	KNM-25	5	5499	tree	overhead transformer fuse
2/14/2019	NBO-26	2	202	tree	overhead conductor
2/14/2019	NBO-26	2	733	tree	overhead transformer fuse
2/14/2019	ING-17	14	1289	tree	overhead transformer fuse
2/14/2019	ING-16	3	911	tree	overhead transformer fuse
2/14/2019	ING-16	1	188	tree	overhead service
2/14/2019	WAY-13	1	541	tree	overhead service
2/14/2019	KNM-27	47	14468	tree	overhead line fuse/ fuse link
2/15/2019	NBO-26	97	37402	car pole	overhead pole
2/15/2019	ING-13	2	814	tree	overhead transformer fuse
2/15/2019	ING-13	6	2267	tree	overhead transformer fuse
2/16/2019	WAY-13	5	735	tree	overhead transformer fuse
2/17/2019	KNM-26	1	181	unknown	overhead service
2/19/2019	ING-15	3	182	tree	overhead service

3/7/2019	ING-13	1	43	accident	overhead meter point
3/9/2019	ING-15	74	29753	equipment failure	overhead cut-out
3/18/2019	KNM-23	1	449	unknown	underground service
3/21/2019	KNM-23	1	121	unknown	overhead secondary connector
3/21/2019	KNM-26	6	559	bird or animal	overhead transformer fuse
3/21/2019	KNM-26	41	4118	outside disturbance	overhead line fuse/ fuse link
3/25/2019	KNM-23	4	670	equipment failure	overhead secondary connector
3/27/2019	ING-17	17	734	equipment failure	overhead arrester
4/6/2019	KNM-26	1	98	tree	overhead service
4/9/2019	KNM-27	1	75	equipment failure	underground service
4/11/2019	KNM-27	2	182	bird or animal	overhead transformer fuse
4/12/2019	KNM-25	35	890	equipment failure	underground padmount transformer
4/14/2019	ING-13	62	6938	bird or animal	overhead transformer
4/20/2019	KNM-26	1	123	equipment failure	overhead service
4/28/2019	KNM-23	6	483	bird or animal	overhead transformer fuse
4/29/2019	KNM-27	1	111	equipment failure	underground service
4/29/2019	KNM-26	86	11349	tree	overhead conductor
4/29/2019	ING-16	798	88857	tree	overhead conductor
4/29/2019	WAY-15	8	4256	tree	overhead conductor
4/29/2019	KNM-26	4	347	unknown	overhead transformer fuse
5/1/2019	ING-16	4	581	equipment failure	underground handhole - secondary
5/13/2019	ING-13	2	112	bird or animal	overhead transformer fuse
5/14/2019	ING-15	8	658	tree	overhead transformer fuse
5/14/2019	ING-15	1	183	equipment failure	overhead service
5/17/2019	KNM-23	5	489	outside disturbance	overhead transformer fuse
5/30/2019	NBO-26	1	234	equipment failure	underground service
5/30/2019	NBO-26	1	42	outside disturbance	overhead jumper wire
5/31/2019	KNM-26	6	493	equipment failure	overhead transformer fuse
6/1/2019	ING-13	2	94	bird or animal	overhead transformer fuse
6/1/2019	WAY-15	7	373	bird or animal	overhead cut-out
6/4/2019	KNM-26	6	582	bird or animal	overhead line fuse/ fuse link
6/5/2019	KNM-26	7	829	bird or animal	overhead transformer fuse
6/5/2019	KNM-23	11	1112	outside disturbance	overhead transformer fuse
6/12/2019	KNM-27	2	75	bird or animal	overhead transformer fuse
6/14/2019	ING-15	14	973	bird or animal	overhead transformer fuse
6/18/2019	KNM-27	33	4149	bird or animal	overhead line fuse/ fuse link
6/19/2019	KNM-23	3	176	bird or animal	overhead transformer fuse
6/20/2019	ING-16	1	1	equipment failure	underground service
6/23/2019	ING-15	1	158	equipment failure	underground service
7/4/2019	ING-15	21	1527	bird or animal	overhead transformer
7/6/2019	ING-15	17	2857	bird or animal	overhead cut-out

7/9/2019	ING-16	1	125	equipment failure	underground service
7/10/2019	KNM-23	4	1001	bird or animal	overhead transformer fuse
7/10/2019	KNM-23	6	1758	unknown	overhead secondary connector
7/10/2019	ING-15	2	230	tree	overhead conductor
7/13/2019	KNM-23	43	5744	bird or animal	overhead line fuse/ fuse link
7/14/2019	KNM-26	7	1058	bird or animal	overhead transformer fuse
7/17/2019	WAY-15	3	1369	tree	overhead conductor
7/18/2019	KNM-26	6	1556	bird or animal	overhead cut-out
7/22/2019	KNM-23	1	158	bird or animal	overhead transformer fuse
7/22/2019	ING-15	47	3661	tree	overhead conductor
7/23/2019	ING-17	14	1418	bird or animal	overhead transformer fuse
7/28/2019	KNM-26	4	910	accident	overhead service
8/1/2019	ING-15	3	312	equipment failure	overhead transformer fuse
8/3/2019	KNM-25	1	587	tree	overhead cut-out
8/5/2019	KNM-25	55	7280	bird or animal	underground outdoor termination
8/5/2019	WAY-13	1	42	bird or animal	overhead transformer fuse
8/6/2019	ING-15	4	439	bird or animal	overhead transformer fuse
8/10/2019	KNM-26	7	419	bird or animal	overhead cut-out
8/14/2019	ING-15	5	456	bird or animal	overhead transformer fuse
8/14/2019	ING-15	10	23	bird or animal	overhead transformer fuse
8/16/2019	KNM-26	24	6711	equipment failure	underground primary cable
8/19/2019	NBO-26	1	127	equipment failure	overhead service
8/21/2019	WAY-13	1	85	equipment failure	overhead service
8/25/2019	KNM-25	10	2591	equipment failure	underground primary cable
8/26/2019	KNM-23	1	93	outside disturbance	overhead meter point
9/3/2019	ING-13	2	162	bird or animal	overhead transformer fuse
9/9/2019	ING-17	127	47246	tree	overhead conductor
9/10/2019	NBO-26	98	29470	tree	overhead conductor
9/13/2019	KNM-26	22	5205	equipment failure	underground primary cable
9/30/2019	WAY-15	4	675	equipment failure	overhead transformer fuse
9/30/2019	WAY-15	1	248	tree	overhead service
9/30/2019	NBO-26	1	141	equipment failure	underground service
10/2/2019	ING-16	122	17895	unknown	padmount switch fuse
10/2/2019	ING-15	2	122	tree	underground terminal fuse
10/6/2019	ING-16	1754	172623	bird or animal	underground padmount switch
10/8/2019	WAY-15	75	21906	equipment failure	overhead jumper wire
10/11/2019	ING-13	62	5761	equipment failure	underground primary cable
10/15/2019	ING-17	15	1867	equipment failure	overhead crossarm
10/15/2019	ING-16	131	47116	bird or animal	underground padmount switch
10/21/2019	ING-15	75	41815	tree	overhead conductor
10/22/2019	ING-16	1	61	equipment failure	underground service

10/24/2019	KNM-26	7	690	equipment failure	overhead transformer fuse
10/25/2019	KNM-27	24	1924	equipment failure	overhead cut-out
10/25/2019	ING-15	95	49649	lightning	overhead line fuse/ fuse link
10/25/2019	KNM-27	3	1970	lightning	overhead transformer
10/26/2019	ING-15	2	420	unknown	overhead transformer fuse
10/26/2019	ING-15	3	440	equipment failure	overhead transformer fuse
10/26/2019	KNM-23	6	580	equipment failure	overhead transformer fuse
10/31/2019	KNM-23	4	1190	equipment failure	underground service
11/7/2019	NBO-26	4	500	equipment failure	overhead transformer fuse
11/12/2019	WAY-15	6	327	bird or animal	overhead line fuse/ fuse link
11/16/2019	NBO-26	49	5955	tree	overhead line fuse/ fuse link
11/18/2019	ING-15	47	11991	tree	overhead conductor
11/23/2019	WAY-15	48	11846	unknown	overhead conductor
11/27/2019	ING-17	1	141	equipment failure	underground service
12/1/2019	ING-15	4	335	bird or animal	overhead transformer fuse
12/12/2019	ING-17	14	5666	tree	overhead conductor
12/14/2019	KNM-27	1	135	equipment failure	underground service
12/15/2019	ING-13	1	147	equipment failure	underground service
12/18/2019	ING-15	1	163	tree	overhead service
12/19/2019	ING-13	23	952	no record	elbow
12/19/2019	ING-13	23	1095	no record	elbow
12/19/2019	ING-15	3694	548127	tree	overhead conductor
12/20/2019	ING-16	94	16314	equipment failure	padmount transformer fuse
12/20/2019	ING-16	94	29631	equipment failure	underground submersible transformer
12/21/2019	KNM-23	34	35278	equipment failure	underground elbow
12/22/2019	ING-15	2	610	tree	overhead transformer fuse
12/23/2019	ING-15	34	32119	equipment failure	overhead pole
12/24/2019	ING-15	24	1071	equipment failure	overhead insulator
12/25/2019	ING-17	1	431	equipment failure	underground service
12/25/2019	ING-15	4	442	equipment failure	underground outdoor termination
12/28/2019	KNM-23	4	548	equipment failure	overhead transformer

Kenmore Reliability Report

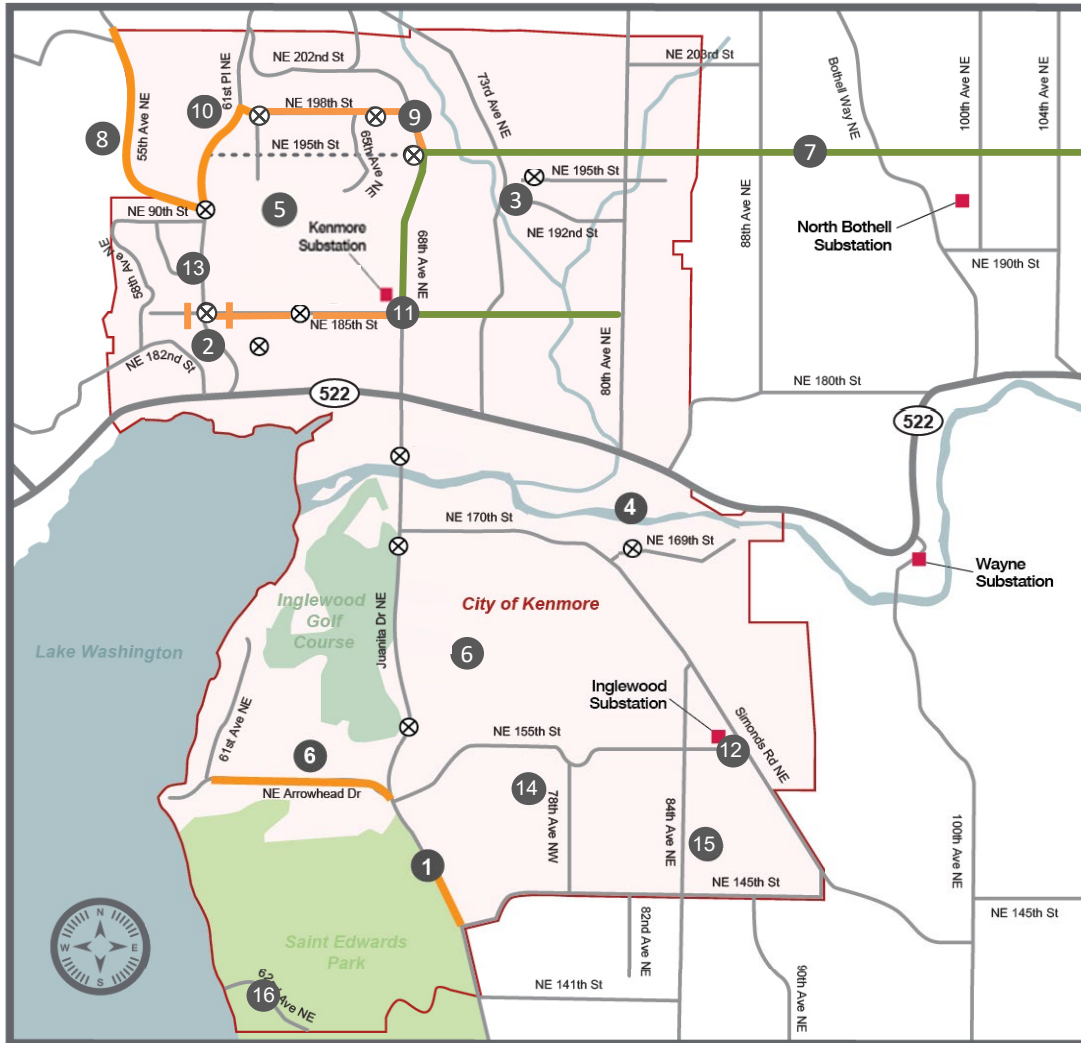
Julien Loh
Government Affairs

Patrick Robinson
Municipal Relations



September 13, 2021

Reliability Investments 2016 - 2020



- 1 **Distribution automation project**
 - PSE Test Project
 - Automatically detect damage and restore customers within seconds
- 2 **New overhead switches on NE 185th St**
 - Allow servicemen to reconfigure a distribution circuit to restore customers faster
- 3 4 **Distribution automation projects**
 - Reduces the number of customers experiencing an outage
 - Tests circuit automatically to quickly restore power if there isn't permanent damage
 - Sectionalizes damage to reduce restoration time
- 7 **Moorlands-Vitulli transmission line upgrade**
 - Rebuilt existing 5 mile line between the Moorlands and Vitulli substations
- 8 **Feeder reconductor with tree wire**
 - Tree wire is insulated conductor that is less likely to go out due to tree branches
- 9 10 **Feeder reroute and reconductor with tree wire**
 - Reroute due to access issues
 - Tree wire is insulated conductor that is less likely to go out due to tree branches
- 11 12 **Substation upgrades**
 - Upgraded four aging circuit breakers with smart breakers
 - The new equipment will improve how outages on systems are identified and managed remotely
 - Replaced aging underground getaway cables
- 13 14 **Replaced underground power lines**
 - Replaced poor performing underground cable runs in various locations to improve reliability project designed to resolve the access issues with the existing overhead powerline that has previously impacted reliability.

⊗ = Recloser

Vegetation Management in Kenmore



Inglewood Substation



New smart breakers:
Allow for remote supervision
and control

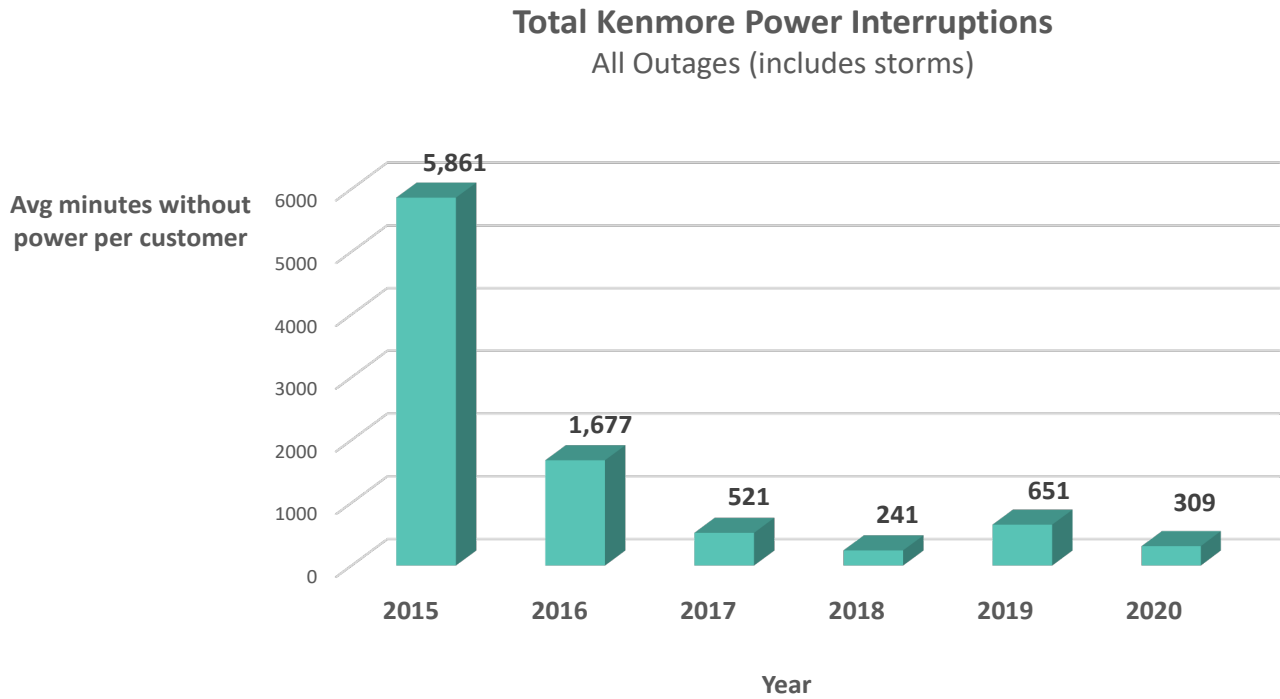


New Smart Recloser KNM-23

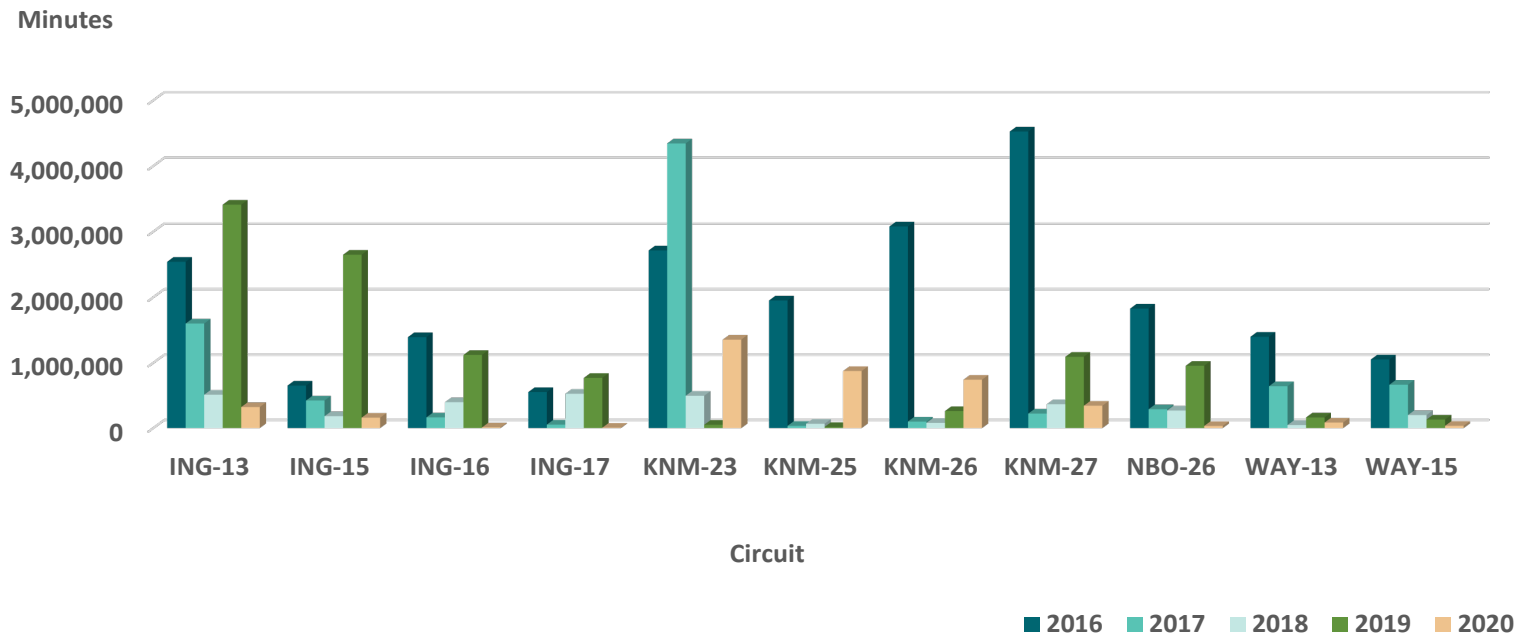


Reliability Snapshot

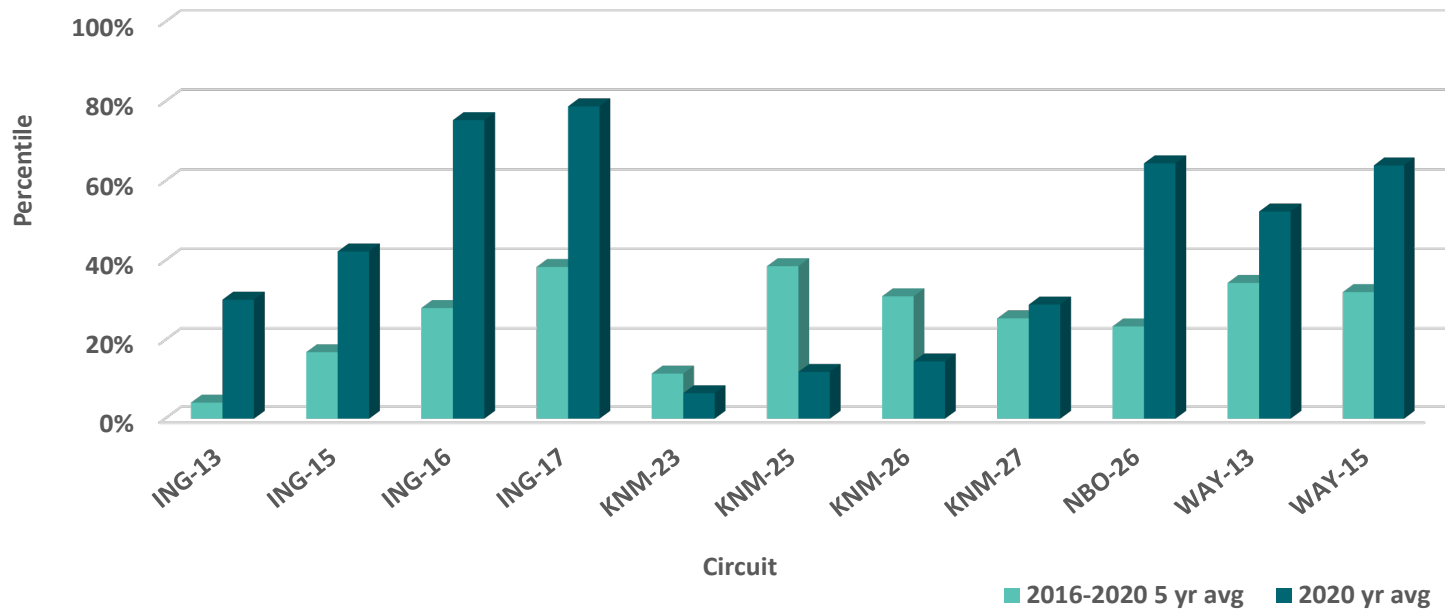
- Overall reliability in Kenmore continues to improve over the last couple of years.
- In 2020 Kenmore's average outage duration exceeded PSE's system average.
 - Driven by transmission outage to Kenmore substation.
 - 2020 outage duration is much improved compared to 2016.
- Continued improvements are expected with additional work planned in 2021-2023.
 - Distributed automation
 - Tree wire
 - Cable Remediation Program
 - Substation upgrades



**Customer Minutes Interrupted (CMI) for All Outages (includes storms)
for Kenmore Circuits by year 2016-2020**



Reliability for 2020 and a Rolling 5 Year Average Kenmore Circuits Compared to PSE System with Customer Minutes Interrupted (CMI)



*A higher percentile means higher reliability relative to all other PSE circuits

Total Investments

- Capital:
 - \$25.6 Million in capital improvements 2016 – present
 - Rebuild of Moorlands-Vitulli transmission line
 - Kenmore and Inglewood Substation upgrades
 - Distribution rebuilds along KNM-23, KNM-26, & KNM-27
 - Replacement of 77 underground cable runs
- Vegetation Management work 2017 - present:
 - ~110 circuit miles trimmed for \$1,017,000

Planned Reliability Investments 2021 - 2023



- 1 **Feeder reconductor**
 - Reconductor with larger wire to accommodate future load growth and reliability
- 2 **Wayne substation upgrades**
 - The project will upgrade four aging circuit breakers with new smart technology
 - The new equipment will improve how outages on the systems are identified and managed remotely
 - We'll also replace aging underground cables to improve reliability
- 3 **Distribution automation project**
 - Installation of one recloser on NE 175th St
 - Will automatically detect damage and restore customers within seconds
- 4 **Distribution automation project**
 - Installation of ten reclosers in various locations
 - Will automatically detect damage and restore customers within seconds
- 5 **Replace 9 poor performing cable runs with new underground cable**
- 6 **Replace 11 poor performing cable runs with new underground cable**
- 7 **Replace 8 poor performing cable runs with new underground cable**
- 8 **Replace 4 poor performing cable runs with new underground cable**
- 9 **Replace 13 poor performing cable runs with new underground cable**
- 10 **Fuse Saver Projects**
- 11 **Automatic restoration of power after temporary interruptions**
- 12

Vehicle Electrification



Workplace: City Hall

NEW IN 2021

Expanded transportation electrification program approved by UTC

PSE coordinating with Kenmore staff on the Park and Ride project

Clean Energy Transformation Act - Implementation Continues

- Requires all electric utilities to:
 - Eliminate costs of coal power from rates by 2025
 - Supply 80% emissions free generation and carbon-neutral electricity by 2030
 - Set a goal of 100% carbon-free energy delivery by 2045 and file action plans to meet it.
- New power purchase agreements announced in 2021
 - Bonneville Power Administration
 - Avangrid, Golden Hills Wind Farm
 - NextEra, Montana
- Equity Advisory Group convening now

Storm Preparedness/Bill Payment Assistance

- MyPSE smart phone application
 - Search for “Puget Sound Energy”
- www.pse.com/outagemap
- Call 1-888-CALL PSE
- Social Media
 - Facebook
 - Twitter
 - Flickr
 - PSE TV on YouTube
- PSE Bill Payment Assistance
 - COVID Bill Payment Assistance
 - PSE HELP (Home Energy Lifeline Program)
 - LIHEAP (Low-Income Home Energy Assistance Program)
 - Long-term Payment Arrangements



Questions?



**City of Kenmore
City Council Meeting
Special Meeting Minutes
August 2, 2021**

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

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the virtual meeting to order at 5 :00 p.m.

EXECUTIVE SESSION:

Pursuant to RCW 43.30.110 (b), the Council will now enter a closed session to consider real estate acquisition. The session lasted one hour. No final action was taken.

PRESENT:

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

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Human Resources Manager Leonora Palaña
Public Works Operations Manager Jennifer Gordon
Environmental Services Manager Richard Sawyer

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Pursuant to RCW 43.30.110 (b), the Council entered a closed session to consider real estate acquisition. The session lasted approximately one hour. No final action was taken in closed session.

BUSINESS AGENDA

- A. Purchase of Properties for a Future Public Works Facility, presented by Public Works Operations Manager Jennifer Gordon, and Environmental Services Manager Richard Sawyer, *for Discussion and Action*
[Agenda Bill - Public Works Shop](#)
[PSA 6506 6520 202ND June 7 2021](#)
[PSA 6450 202ND June 18 2021](#)

City Manager Rob Karlinsey briefly introduced the agenda topic. Public Works Operations Manager Jennifer Gordon and Environmental Services Manager Richard Sawyer answered questions raised during the two previous open houses held on the subject.

MOTION: Councilmember Kugler moved Authorize the City Manager to purchase the property 6450 NE 202ND ST for the price of \$3,200,000 plus applicable closing costs per conditions set forth in the Purchase and Sale Agreement dated June 18, 2021. Councilmember Pfeil seconded the motion.

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

MOTION: Councilmember Srebnik moved to Authorize the City Manager to purchase the properties 6506 & 6520 NE 202ND ST for the price of \$2,500,000 plus applicable closing costs and relocation assistance payments to tenants per conditions set forth in the Purchase and Sale Agreement dated June 7, 2021. Deputy Mayor Herbig seconded the motion.

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

CONSENT AGENDA

- A. Approve Minutes:
[City Council July 19, 2021 Special Meeting Minutes](#)
[City Council July 19, 2021 Regular Meeting Minutes](#)
[City Council July 26, 2021 Special Meeting Minutes](#)
- B. Approve Total Check #s 47697 through 47802 totaling \$2,187,659.51 and payroll check # 10174 dated 7/16/2021 totaling \$145.75 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 07/16/2021 in the amount totaling \$178,064.58 and ACH Payment to Thomco Construction in the amount of \$736,845.57
[Voucher Approval Report dated 7/23/2021](#)
- C. Approve Resolution 21-369, Repealing Certain Covid -19 Emergency Rules and 2021 Proclamation Rescinding Certain Emergency Proclamations, presented by City Manager Rob Karlinsey and City Attorney Dawn Reitan
[City Council Agenda Bill - Rescinding Resolutions and Proclamations](#)
[2021 Proclamation Rescinding Certain Emergency Proclamations](#)
[Resolution 21-369 Repealing Certain Covid-19 Emergency Rules](#)
[Table of Covid-19 Emergency Proclamations & CC Resolutions](#)

MOTION: Councilmember Pfeil moved to approve the consent agenda, minus item C (Resolution 21-369), listed above. Councilmember Marshall seconded the motion.

VOTE: Motion PASSED by unanimous consent.

Consent Item C:

- C. Approve Resolution 21-369, Repealing Certain Covid -19 Emergency Rules and 2021 Proclamation Rescinding Certain Emergency Proclamations,

presented by City Manager Rob Karlinsey and City Attorney Dawn Reitan
[City Council Agenda Bill - Rescinding Resolutions and Proclamations](#)
[2021 Proclamation Rescinding Certain Emergency Proclamations](#)
[Resolution 21-369 Repealing Certain Covid-19 Emergency Rules](#)
[Table of Covid-19 Emergency Proclamations & CC Resolutions](#)

The City Attorney explained that directives have changed since the drafting of the resolution. She proposed adding additional language to Resolution 21-369 to better align with future “Health Officer” directives.

MOTION: Councilmember Srebnik moved to approve consent item C (Resolution 21-369) as amended to include the following additional underlined language:

Section 4. Repealer:

The City Council hereby repeals its ratification of the City Manager’s Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by the Public Health- Seattle King County Local Health Officer (“Health Officer”). [City Council encourages all Kenmore residents and visitors to comply with the Health Officer’s masking directives, as may be amended in the future.](#)

Councilmember Pfeil seconded the motion.

VOTE: Motion PASSED by unanimous consent.

STAFF REPORT

A. School Zones and Arterial Speeds Update

City Engineer John Vicente updated the Council on the City’s efforts to evaluate speeds at arterials. In addition, he explained that Simonds Road is a candidate for school zone signage/markings; the City is pursuing the project.

ADJOURNMENT

Mayor Baker adjourned the meeting at 6:36 pm.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
August 9, 2021**

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

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the virtual meeting to order at 5 :00 p.m.

PRESENT:

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

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Staff: City Manager Rob Karlinsey
Assistant City Manager Stephanie Lucash
City Clerk Designee Tela Gardner
Human Resources Manager Leonora Palana
City Attorney Dawn Reitan

- A. *Rescinding the cancellation and reinstating the City Council Regular Meeting Scheduled for Monday, August 16, 2021 at 7 pm.*

MOTION: Councilmember Pfeil moved to rescind the cancellation and reinstate the City Council regular Meeting scheduled for Monday, August 16th, 2021. The motion was seconded by Councilmember Kugler.

VOTE: Motion PASSED by Unanimous consent.

ADJOURNMENT

Mayor Baker adjourned the meeting at 5:02 pm.

David Baker, Mayor

ATTEST:

Tela Gardener, City Clerk Designee

**City of Kenmore
City Council Meeting
Special Meeting Minutes
August 16, 2021**

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

CALL MEETING TO ORDER:

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

PRESENT:

Councilmembers:	Mayor David Baker Councilmember Joe Marshall Councilmember Debra Srebnik Councilmember Corina Pfeil Councilmember Angela Kugler Councilmember Melanie O'Cain Deputy Mayor Nigel Herbig - <i>Excused</i>	
Staff:	City Manager Rob Karlinsey Assistant City Manager Nancy Ousley ARPA Administrator/ Assistant City Manager Stephanie Lucash City Clerk Anastasiya Warhol City Attorney Dawn Reitan City Planner Lauri Anderson Human Resources Manager Leonora Palaña Finance and Administration Director Leticia Salcido Development Services Director Bryan Hampson	<u>FL</u> <u>AG</u> <u>SA</u> <u>LU</u> <u>TE</u> Ma yor Ba ker led the fla g sal ute. <u>EX</u>
Speaking Guests:	David Morton, Redmond Resident Elizabeth Mooney, Kenmore Resident Stacey Valenzuela, Kenmore Resident Janet Hays, Kenmore Resident Vicki Grayland, Kenmore Resident Nancy Hansen, Kenmore Resident Alex Buchen, "Phyllis" Kenmore Resident	

EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(i), the City Council will now enter a closed executive session to discuss pending or potential litigation. The session lasted approximately 40 minutes.

POSSIBLE ACTION RELATING TO EXECUTIVE SESSION:

MOTION: Councilmember Pfeil moved to CR2A Settlement Agreement Between Ridout and the City of Kenmore (relating to City of Kenmore vs. Ridout, et al. King County Superior Court Consolidated Cause Nos 19-2-31074-0 SEA/ NO. 20-2-08268-6 SEA) and authorize the City Manager to sign the agreement. Councilmember Kugler seconded the motion.

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

AGENDA APPROVAL

MOTION: Councilmember Pfeil moved to add to the Agenda under Sec. VIII. Business Agenda, as Item 1 for Council consideration and potential adoption of Ordinance 21-0530, an ordinance of the City of Kenmore, Washington, adopting a six-month moratorium on the application for, intake of, review or issuance of any development permit or approval for the establishment, location and/or construction of any development within the Transit Oriented Development (TOD) District Overlay area; setting a date for a public hearing on the moratorium; declaring an emergency; and establishing an immediate effective date. Councilmember Srebnik seconded the motion.

VOTE: Motion PASSED by unanimous consent.

PUBLIC COMMENT

The Council took comments from the public from approximately 7:45 pm to 8:04pm.

Timestamped link included here: https://youtu.be/_vt6zfFK78?t=2731

BUSINESS AGENDA

- A. (Added to the Agenda by motion during the meeting following the Executive Session):

Ordinance 21-0533 - TOD Moratorium, for *Discussion and Action*

[Ordinance 21-0533 TOD Moratorium \(002\)](#)

MOTION: Councilmember Pfeil moved to adopt Ordinance 21-0530, an ordinance of the City of Kenmore, Washington, adopting a six-month moratorium on the application for, intake of, review or issuance of any development permit or approval for the establishment, location and/or construction of any development within the Transit Oriented Development (TOD) District Overlay area; setting a date for a public hearing on the moratorium; declaring an emergency; and establishing an immediate effective date. Councilmember Kugler seconded the motion.

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

The Council agreed to add a review of the Council's budget to an upcoming agenda. City Manager Rob Karlinsey explained that this is also done during the mid-year budget adjustments discussion.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:19 pm.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

08/07/2021 - 08/20/2021

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 47903 through 47997: \$2,793,070.48

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 08/13/2021: \$182,030.24

Wire Transfer-Ticor Title Dated 8/16/21 \$ 3,044,719.41

Rob Karlinsky
Rob Karlinsky (Aug 23, 2021 15:50 PDT)

Aug 23, 2021

City Manager / Date

Leticia Salcido
Leticia Salcido (Aug 23, 2021 15:45 PDT)

Aug 23, 2021

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AMERICAN GENERAL LIFE GPO/40 OS	47903	08/13/2021	Life Insurance	279.92
CITY OF KENMORE	47904	08/13/2021	Wages Overpayment Reimbursement	50.00
ICMA RETIREMENT C/O ALLFIRST BANK/109964	47905	08/13/2021	City of Kenmore 401a	19,625.85
ICMA RETIREMENT TRUST 457/304745	47906	08/13/2021	ICMA 457 Deferred Comp	7,678.90
STATE OF FLORIDA DISBURSEMENT UNIT	47907	08/13/2021	Employee Deduction	275.00
ALPHAGRAPHICS	47908	08/20/2021	Business Cards for 7 Employees	341.23
AM TEST, INC	47909	08/20/2021	Log Boom Park Fecal Coliform Testing	100.00
AURORA RENTS	47910	08/20/2021	Rental Equipment for 61st Ave Drainage Proj.	649.45
AURORA RENTS	47911	08/20/2021	Excavator/Trailer Rental for 61st Ave Proj.	4,692.24
AURORA RENTS	47912	08/20/2021	Chipping Hammer/Driver Rental for 61st Ave Proj.	345.74
AURORA RENTS	47913	08/20/2021	Rental Equipment for 61st Ave. Drainage Project	625.14
BAKER, BRIDGIT	47914	08/20/2021	WACE Conference Per Diem/Lodging	333.77
BANNER BANK BAKER	47915	08/20/2021	Harvard Gov't Training/United Air/Zoom	1,332.33
BANNER BANK NO	47916	08/20/2021	Hootsuite Media Annual Renewal/Gift Cards	1,012.39
BCN TELECOM, INC.	47917	08/20/2021	8/15-9/14 City Hall Phone Lines	388.43
BROWN, STEPHANIE	47918	08/20/2021	8/12 Band & Volunteer Grocery Reimbursement	96.17
CALPORTLAND COMPANY	47919	08/20/2021	Quarry Spalls for 61st Ave Drainage Proj.	174.59
CALPORTLAND COMPANY	47920	08/20/2021	Ecology Blocks for 61st Ave Drainage Proj.	99.09
CASCADE PEST CONTROL	47921	08/20/2021	Monthly Rhododendron Park Pest Control	154.58
CECCANTI, INC.	47922	08/20/2021	July 19-C1977 W. Sammamish Bridge Construction	1,375,374.47
CHICAGO TITLE	47923	08/20/2021	18115 62nd Ave NE Mailing Labels	3.86

COMCAST BUSINESS	47924	08/20/2021	8/10-9/6 Squire's Landing Internet	69.95
COMCAST BUSINESS	47925	08/20/2021	8/14-9/13 City Hall Cable & Internet	152.10
CONSOLIDATED PRESS	47926	08/20/2021	Summer Newsletter	4,659.35
D.P. NICOLI, INC.	47927	08/20/2021	61st Ave Drainage Project Materials	352.87
D.P. NICOLI, INC.	47928	08/20/2021	61st Ave Drainage Project Materials	1,284.63
DAILY JOURNAL OF COMMERCE	47929	08/20/2021	HSIP 2018 Road Safety Signing	498.80
DANSOUND INC	47930	08/20/2021	Concert Series Audio Engineer Svcs.	1,761.60
EPIC EVENTS AND PROMOTION, INC.	47931	08/20/2021	AV Company for 8/18 Drive-In Movie	3,192.90
FERGUSON ENTERPRISES INC #3011	47932	08/20/2021	Materials for 61st Ave Drainage Proj.	879.00
FERGUSON ENTERPRISES INC #3011	47933	08/20/2021	Cement for 61st Ave Drainage Proj.	225.09
FLYNN BEC LP	47934	08/20/2021	City Hall Roof Repairs	3,479.16
FRUHLING SAND & TOPSOIL	47935	08/20/2021	Crushed Rock & Concrete Dumping 61st Drainage Proj	187.89
GORDON THOMAS HONEYWELL	47936	08/20/2021	July Governmental Affairs Consulting	3,900.00
GRAINGER	47937	08/20/2021	Banding Brackets for Parks	155.15
HAULAWAY STORAGE CONTAINERS, INC.	47938	08/20/2021	7/9-8/5 Rhododendron Park Container Rental	95.79
HOME DEPOT CREDIT SERVICES	47939	08/20/2021	61st Drainage Materials, Parks & Hangar Tools	617.30
HONEY BUCKET	47940	08/20/2021	8/7-9/3 Squire's Landing Rental	240.35
HORIZON DISTRIBUTORS INC	47941	08/20/2021	Irrigation Supplies	308.69
INSLEE, BEST, DOEZIE & RYDER, P.S.	47942	08/20/2021	July Legal Svcs	22,802.65
JACOBS ENGINEERING GROUP	47943	08/20/2021	4/3-7/2/21 W. Sammamish Bridge Proj.	23,354.46
JOYCE ZIKER PARKINSON	47944	08/20/2021	7/27-7/28 Boyd's Dry Cleaner Atty. Fees	562.50
KING COUNTY DISTRICT COURT	47945	08/20/2021	2020 District Court Svcs Contract Reconciliation	32,134.00
KING COUNTY FINANCE	47946	08/20/2021	July Road Svcs - Bridge Inspection	382.46
KING COUNTY FINANCE	47947	08/20/2021	July Road Services - Signs	758.08
KING COUNTY FINANCE	47948	08/20/2021	July Road Svcs - Signs/Signals	3,642.83
KING COUNTY FINANCE	47949	08/20/2021	July Dump Fees	130.60
KING COUNTY SHERIFF	47950	08/20/2021	July Police Services	310,986.83
KLB CONSTRUCTION, INC.	47951	08/20/2021	20-C2143 July 68th Ave Ped/Bike Project	805,569.54
LIGHTHOUSE CONSULTING INC	47952	08/20/2021	July IT Consulting Svcs.	4,202.92
LIGHTHOUSE CONSULTING INC	47953	08/20/2021	July Web Hosting/Backup/Protection/Archiving	9,340.61
LOUEDGE, INC.	47954	08/20/2021	"Walk Run Roll" Scavenger Hunt Designs	1,537.50
LOUEDGE, INC.	47955	08/20/2021	"Fly Away" Tshirt Artwork	150.00
LOUEDGE, INC.	47956	08/20/2021	Summer Concert & Drive-in-Movie Poster Designs	1,160.00
LOUEDGE, INC.	47957	08/20/2021	"Kenmore Air" Banners - Graphic Design	1,425.00
LOUEDGE, INC.	47958	08/20/2021	"For the Love of Kenmore" Flag Design	500.00
LOUEDGE, INC.	47959	08/20/2021	"Back to Business" Logo Designs	800.00

MIKE FOLDEN PRODUCTIONS	47960	08/20/2021	Boathouse Event Video/Music	2,000.00
MILLER STEPHENS, MARY	47961	08/20/2021	July Public Defense Svcs @ SCORE	1,250.00
NATIONAL BARRICADE CO., LLC	47962	08/20/2021	Arrowboard for 61st Ave Drainage Project	441.00
NORTHSHORE UTILITY DIST	47963	08/20/2021	July Fleet Maintenance & Fuel	3,734.49
NORTHSHORE UTILITY DIST	47964	08/20/2021	5/31-7/31 Water/Sewer & Irrigation Charges	14,609.38
NW PAVEMENT MANAGEMENT ASSOCIATION	47965	08/20/2021	Tobin Bennett-Gold Fall Conf. Registration	150.00
OFFICE DEPOT	47966	08/20/2021	Misc. Office Supplies	12.50
OFFICE DEPOT	47967	08/20/2021	Sheet Protectors/Notebooks	33.35
OFFICE DEPOT	47968	08/20/2021	Misc. Office Supplies	27.38
OFFICE DEPOT	47969	08/20/2021	Misc. Office Supplies	64.98
OFFICE DEPOT	47970	08/20/2021	Void	-
OFFICE DEPOT	47971	08/20/2021	Misc. Office Supplies	133.51
PACE ENGINEERS, INC.	47972	08/20/2021	21-C2667 July On-Call Engineering Svcs	190.00
PAWS	47973	08/20/2021	July Animal Sheltering Svcs.	200.00
PETERSEN BROTHERS, INC.	47974	08/20/2021	Guadrail Repair NE 163rd & 74th Ave NE	2,392.36
PUGET SOUND ENERGY	47975	08/20/2021	July Street Lights	39,938.28
PUGET SOUND ENERGY	47976	08/20/2021	July City Hall Electricity	2,327.27
QUALITY WATER FINANCIAL	47977	08/20/2021	2nd Floor Breakroom Water Filter System	50.59
QUALITY WATER FINANCIAL	47978	08/20/2021	Public Works Office Water Filter System	66.00
QUALITY WATER FINANCIAL	47979	08/20/2021	1st Floor Breakroom Water Filter System	66.00
REPUBLIC SERVICES	47980	08/20/2021	6532 NE Bthl Wy SWM Facility Dumpster	168.86
RFI ENTERPRISES INC.	47981	08/20/2021	7/1/21-6/30/22 Access Control Contract	1,321.20
RFI ENTERPRISES INC.	47982	08/20/2021	40 New Keycards	1,730.11
RFI ENTERPRISES INC.	47983	08/20/2021	7/1/21-6/30/22 Access Control Svc Agreement	3,468.15
SCORE	47984	08/20/2021	July Inmate Housing/Medical	16,089.00
SEATTLE TIMES	47985	08/20/2021	July Legal Notices	828.37
SNOHOMISH COUNTY	47986	08/20/2021	July Solid Waste Drainage Maint. Disposal	1,248.00
STATE AUDITOR'S OFFICE	47987	08/20/2021	2020 Audit Services	16,362.35
STEWART MACNICHOLS HARMELL, INC.	47988	08/20/2021	July Public Defense Services	5,000.00
T MOBILE USA, INC.	47989	08/20/2021	6/21-7/20 Cell Phone Charges	1,060.26
THE EVP GROUP	47990	08/20/2021	2021 Business Acceleration Program	17,125.89
TRADE ROOT MUSIC GROUP LLC	47991	08/20/2021	21-C2710 Concert Series - Booking Agent	2,200.00
TRUGREEN	47992	08/20/2021	Moorlands Field Lawn Service	302.78
ULINE	47993	08/20/2021	Beach Clean Up Supplies	594.34
UTILITIES UNDERGROUND LOCATION CTR	47994	08/20/2021	July Utility Locates	260.58
WASHINGTON STATE TREASURER	47995	08/20/2021	St. Edward State Park Concert Permit Fees	1,246.50
WILLIAM GARZA CREATIVE	47996	08/20/2021	Design of Wellness Logo	165.15

IX. B. Approve Total Check #s 47903 through 47997 totaling \$2,793,070.48...

SOFTWAREONE, INC.	47997	08/20/2021	Remote Desktop Server Licenses	1,078.10
DRS 457	DFT0001070-71	08/13/2021	Public Employees Retirement	1,100.99
AVIDIA HEALTH	DFT0001072	08/13/2021	Employee Flexible Spending Account	100.00
DEPT. OF RETIREMENT SYSTEMS	DFT0001073-78	08/13/2021	Public Employees Retirement	28,692.32
NAVIA	DFT0001079	08/13/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0001080	08/13/2021	Federal Taxes	23,470.75
PAYROLL	Electronic Dep.	08/13/2021	Direct Deposit	128,149.64
				<u><u>\$ 2,975,100.72</u></u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1,232.00
0022	ASSOCIATION OF WA CITIES	3,200.00
0024	BAKER, DAVID	745.00
0037	BASTYR UNIVERSITY	50,000.00
0054	BULGER SAFE & LOCK, INC.	94.35
0064	CASCADE PEST CONTROL	1,167.68
0067	CENTER FOR HUMAN SERVICES	14,550.00
0076	CITY OF BELLEVUE	42,995.67
0081	CITY OF KENMORE	650.00
0083	CITY OF LAKE FOREST PARK	49,950.00
0092	CODE PUBLISHING COMPANY	4,445.86
0099	CONSOLIDATED PRESS	13,589.43
0106	CROWN PRODUCTS LLC	514.20
0109	DAILY JOURNAL OF COMMERCE	2,244.75
0111	DEPARTMENT OF ECOLOGY	10,561.00
0121	REPUBLIC SERVICES	7,068.34
0130	EMPLOYMENT SECURITY DEPARTMENT	10,140.34
0137	FERGUSON ENTERPRISES INC #3011	2,004.77
0145	FRUHLING SAND & TOPSOIL	1,502.54
0151	CALPORTLAND COMPANY	2,279.51
0169	HERRERA ENVIRONMENTAL CONSULTANTS	11,235.89
0173	HOME DEPOT CREDIT SERVICES	3,309.97
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	178,002.90
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	2,765.48
0191	INTERNATIONAL INST OF MUNI CLERKS	210.00
0197	JET CITY PRINTING	1,192.04
0205	KENMORE HERITAGE SOCIETY	100.00
0206	KENMORE MIDDLE SCHOOL	8,050.00
0212	KING COUNTY FINANCE W.L.R.D.	3,765.86
0217	KING COUNTY DISTRICT COURT	32,134.00
0218	KING COUNTY FINANCE	3,364.73
0219	KING COUNTY FINANCE	65,548.11
0230	KING COUNTY RADIO COMM SERVICES	601.14
0233	KING COUNTY SHERIFF	2,054,112.63
0235	KING COUNTY TREASURY	41,217.28
0251	LIGHTHOUSE CONSULTING INC	93,023.24
0261	PENDLETON CONSULTING LLC	3,200.00
0267	MR. T'S TROPHIES & AWARDS LLC	105.84
0285	NORTHSHORE FIRE DEPT	1,960.00
0286	NORTHSHORE SCHOOL DISTRICT	326,773.00
0287	NORTHSHORE SENIOR CENTER	27,400.00
0288	NORTHSHORE UTILITY DIST	105,905.72
0292	HONEY BUCKET	3,021.42
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	2,689.62
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	17,099.07
0310	PACIFIC TOPSOILS	5,616.83
0327	PUGET SOUND CLEAN AIR AGENCY	19,396.00
0328	PUGET SOUND ENERGY	189,182.39
0345	SEATTLE TIMES	3,511.38
0346	SECRETARY OF STATE	20.00
0355	STAPLES ADVANTAGE	8,692.64

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0356	STATE AUDITOR'S OFFICE	18,680.90
0357	STEWART MACNICHOLS HARMELL, INC.	40,000.00
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	57,780.65
0371	UNITED STATES POSTMASTER	5,486.58
0375	US POSTAL SERVICE (HASLER)	3,688.02
0385	WA ASSOC OF BUILDING OFFICIALS	2,000.00
0386	WA ASSOC OF CODE ENFORCEMENT	20.00
0387	WA CITIES INSURANCE AUTHORITY	382,432.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	325.00
0390	WA FINANCE OFFICERS ASSOCIATION	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	801.79
0401	WA STATE DEPT OF TRANSPORTATION	13,495.81
0405	WASHINGTON STATE OFFICE CASH MGMT	1,150.00
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	16,271.25
0424	ICMA RETIREMENT TRUST 457 / 304745	127,083.39
0425	DRS 457	17,364.59
0426	AFLAC	1,513.33
0428	BANK OF AMERICA 941	326,087.16
0429	AWC EMPLOYEE BENEFIT TRUST	493,642.34
0431	DEPARTMENT OF RETIREMENT SYSTEMS	523,119.29
0432	DEPARTMENT OF LABOR AND INDUSTRIES	28,076.24
0434	UNITED WAY OF KING COUNTY	888.45
0436	NATIONAL LIFE OF VERMONT	862.19
0441	DANSOUND INC	1,761.60
0448	UPS STORE KENMORE	565.25
0450	AURORA RENTS	11,005.01
0484	CITY WIDE FENCE COMPANY, INC	825.75
0497	DAY WIRELESS SYSTEMS	153.72
0542	AMERICAN SOCIETY OF COMPOSERS	367.00
0558	SNOHOMISH COUNTY	3,341.00
0586	QUADIENT LEASING USA, INC.	1,420.28
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	6,017.79
0610	WA STATE DEPT OF TRANSPORTATION	27,465.77
0617	KING COUNTY FINANCE	13,787.15
0685	PACE ENGINEERS, INC.	10,081.50
0689	DIGITAL REPROGRAPHICS SERVICES INC.	984.50
0690	BUILDERS EXCHANGE OF WASHINGTON INC	196.70
0692	HDR ENGINEERING, INC	463,096.67
0696	AMERICAN GENERAL LIFE GPO/400S	2,239.36
0743	BANNER BANK NO	1,962.60
0781	QUALITY BUSINESS SYSTEMS INC.	1,916.38
0791	NORTHSHORE ROTARY CLUB	180.00
0817	GRAINGER	1,092.10
0831	NORTHSHORE PARK & REC SERVICE AREA	2,720.00
0892	JACOBS ENGINEERING GROUP	106,192.32
0898	ZONAR SYSTEMS	528.21
0899	SHRED IT, C/O STERICYCLE, INC>	1,052.23
0913	KENMORE ELEMENTARY	2,500.00
0981	COMCAST BUSINESS	2,033.60
0994	GORDON THOMAS HONEYWELL	27,308.80
1003	iWORQ SYSTEMS	2,800.00
1010	WESTLAKE HARDWARE WA-153	1,644.14
1034	EMERALD FIRE LLC	517.47
1045	HORIZON DISTRIBUTORS INC	2,893.91
1052	FIRE PROTECTION, INC	12,183.34
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1123	AM TEST, INC	1,875.00

IX. B. Approve Total Check #s 47903 through 47997 totaling \$2,793,070.48...

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1140	PAWS	200.00
1148	AGORA REFRESHMENTS	252.84
1152	WASHINGTON ENERGY SERVICES CO. LLC	268.80
1168	SCHINDLER ELEVATOR CORPORATION	9,513.58
1197	MILLER STEPHENS, MARY	8,750.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	4,400.00
1216	ADVANCE TESTING & SERVICE INC	1,626.00
1222	OLSON BROTHERS PRO VAC	26,247.17
1267	ALBIREO ENERGY, LLC	762.00
1299	VERIZON WIRELESS	1,659.34
1309	BANNER BANK BAKER	7,143.34
1311	WASHINGTON STATE PATROL	1,107.35
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	3,600.00
1326	JOYCE ZIKER PARKINSON	1,650.00
1331	KBA INC.	594,897.45
1337	STATE OF WA DEPT. OF LICENSING	0.40
1339	STATE OF WA DEPARTMENT OF LICENSING	20.00
1342	PETERSON, JANET	350.00
1345	SHERWIN WILLIAMS CO. #8099	391.95
1358	ALPHAGRAPHS	674.54
1359	EVERGREEN FIRE AND SAFETY, INC.	466.95
1372	AAA PRINTING	412.87
1383	CHICAGO TITLE	250,015.44
1385	CITYWORKS/ AZTECA SYSTEMS INC.	33,030.00
1387	ST OF WA DEPT OF FISH & WILDLIFE	40.00
1390	UTILITIES UNDERGROUND LOCATION CTR	1,489.95
1403	OSBORN CONSULTING INC.	146,909.17
1431	BRIEN, GAYLYNN	350.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	358.15
1457	LANGUAGE LINE SERVICES, INC.	2.55
1459	FLEMINGS HOLIDAY LIGHTING LLC	2,547.71
1482	HIGHWIRE	543.12
1492	MACDONALD MILLER FACILITY SOLUTIONS	13,728.96
1500	MARINE FLOATS CORPORATION	3,456.20
1504	SCORE	59,318.86
1524	GRANICUS LLC	20,140.46
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	THE EVP GROUP	17,125.89
1555	LINCOLN NATIONAL LIFE INSURANCE	10,255.67
1580	NORTHWEST TROPHY	165.00
1591	ULINE	594.34
1644	PASIFIKA ARTIST NETWORK LLC	1,000.00
1673	KPFF CONSULTING ENGINEERS	324,340.63
1689	MOTT MACDONALD GROUP, INC.	184,373.05
1701	THE SEATTLE TIMES NIE	256.45
1704	BANNER BANK RK	489.46
1708	APPLIED CONCEPTS, INC.	3,512.19
1711	SOFTWAREONE, INC.	13,003.73
1712	SITEIMPROVE, INC.	3,356.95
1731	NORTHWEST ARBORICULTURE LLC	792.72
1739	FIX AUTO	1,259.22
1754	RFI ENTERPRISES INC.	8,684.03
1762	BAKER, BRIDGIT	333.77
1763	REID, JAMES FALCONER	6,772.50
1786	TYLER TECHNOLOGIES, INC.	19,697.87
1789	BLUEBEAM, INC.	349.00
1791	PROFFITT, QUINN	220.10

IX. B. Approve Total Check #s 47903 through 47997 totaling \$2,793,070.48...

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1800	NORTHWEST PRECISION BUILDERS	60,004.22
1814	YSI INCORPORATED, A XYLEM BRAND	1,403.12
1816	NAVIA	21,264.64
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	5,695.52
1829	SHI INTERNATIONAL CORP.	1,400.87
1838	AVIDIA HEALTH	1,600.00
1863	HAULAWAY STORAGE CONTAINERS, INC.	477.84
1874	LEGER, DEVON	25.00
1884	CADMAN MATERIALS, INC.	750.12
1885	NATIONAL BARRICADE CO., LLC	2,418.24
1889	WILLIAMS, KASTNER & GIBBS PLLC	43,172.40
1900	ASPECT CONSULTING LLC	1,912.75
1914	MCNAMARA SIGNS	5,325.08
1927	GAMETIME	2,614.88
1930	T MOBILE USA, INC.	6,142.34
1932	U.S. BANK N.A. / CUSTODY	248.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	220.00
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	655.10
1964	EARTHWORKS	13,360.72
1970	CROSSROAD SIGN	2,538.91
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	4,000.00
1980	HRA VEBBA TRUST	39,157.26
1991	WASHINGTON STATE TREASURER	1,246.50
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,250.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2001	PETERSEN BROTHERS, INC.	2,392.36
2004	RED BARN ENGINEERING, INC.	80,530.99
2007	HYDROPOINT DATA SYSTEMS, INC.	2,072.00
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	4,734.30
2024	DFR LAW GROUP, LLC	900.00
2035	JURASSIC PARLIAMENT	1,600.00
2047	PUGET SOUND PLANTS	2,382.38
2048	SMS CLEANING, INC.	45,465.00
2079	ZESBAUGH, INC.	638.58
2081	SHANNON & WILSON, INC.	7,790.50
2095	TRANSPOR GROUP USA INC.	13,182.55
2096	TUPLING, SANDRA	146.50
2097	ROBINSON AND NOBLE, INC.	2,850.00
2109	SEATOWN DEVELOPMENT GROUP	7,500.00
2110	WILLIAM GARZA CREATIVE	165.15
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	305,671.50
2145	NORTHWEST ELECTRIC AND SOLAR	536.74
2157	SOUND SAFETY PRODUCTS CO.	1,060.70
2159	TRAILER BOSS	9,032.10
2175	ELECTRONIC BUSINESS MACHINES	1,377.92
2176	CANON FINANCIAL SERVICES, INC.	1,862.56
2183	SISKUN POWER EQUIPMENT	5,882.75
2184	DIVERSIFICATION INC.	2,855.55
2209	MORUP SIGNS, INC.	5,273.80
2211	PRECISION FUEL SOLUTIONS	1,684.53
2221	O'REILLY/FIRST CALL	254.77
2224	BROWN, STEPHANIE	128.15
2226	QUANTUM HOMES	7,500.00
2227	EARTHCORPS	1,838.67
2236	COMCAST	16,097.22
2242	MARY'S PLACE	23,500.00

IX. B. Approve Total Check #s 47903 through 47997 totaling \$2,793,070.48...

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2249	KING COUNTY BAR ASSOCIATION	500.00
2250	NAMI EASTSIDE	750.00
2252	TRUGREEN	1,326.72
2254	U.S. BANK PURCHASE CARDS	86,630.06
2256	FLYNN BEC LP	3,479.16
2259	MINUTEMAN PRESS	14,407.83
2262	DILIGENT CORPORATION	17,220.25
2270	LAKESIDE INDUSTRIES	914.10
2285	QUALITY WATER FINANCIAL	1,262.72
2288	NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	150.00
2298	WAPRO	145.00
2318	PIXEYES GRAPHICS & DESIGN	780.00
2327	PACIFIC AIR CONTROL, INC.	8,696.19
2340	MOJO STRATEGIES	1,562.50
2353	NORTHSHORE SCHOOLS FOUNDATION	750.00
2362	CHASEWEST VENTURES, INC.	2,175.00
2379	JENNIFER DIXON	8,473.00
2382	FOCUS TOOLS & ENGINEERING, INC.	11,723.40
2385	TACOMA SCREW PRODUCTS, INC.	47.75
2386	CECCANTI, INC.	11,557,084.88
2392	DEPARTMENT OF COMMERCE	21,885.05
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHWEST	1,304.69
2396	ZIPLY FIBER	6,002.87
2402	PACIFIC OFFICE AUTOMATION	594.12
2403	AMERICALL	1,118.16
2411	STELL ENVIRONMENTAL ENTERPRISES, INC	6,824.10
2413	ICLEI	1,200.00
2416	KIERA CONDON	1,600.00
2419	MIKE FOLDEN PRODUCTIONS	2,400.00
2421	SIGNARAMA	418.45
2425	THOMCO CONSTRUCTION, INC.	3,286,004.89
2434	PSR MECHANICAL	24,665.15
2437	LOUDEDGE, INC.	5,572.50
2459	NELSON ELECTRIC, INC.	18,989.64
2464	D.P. NICOLI, INC.	1,637.50
2468	DAVIDSON MACRI SWEEPING, INC.	10,393.44
2473	THE ROOT OF US LLC	2,000.00
2482	KIMLEY HORN AND ASSOCIATES, INC.	22,410.00
2486	CASCADIA LAW GROUP	16,962.75
2489	THE ORIGINAL POOP BAGS	2,223.79
2508	SERENITY DILLAWAY	100.00
2511	SALCIDO, LETICIA	1,016.68
2512	CARASOFT TECHNOLOGY CORPORATION	3,630.00
2513	DGR DEVELOPMENT, INC.	7,500.00
2514	STAN YAO	7,804.00
2517	CLEARVIEW NURSERY, INC.	392.12
2518	CYSTIC FIBROSIS FOUNDATION	100.00
2519	HAMBELL	375.00
2520	KING COUNTY FINANCE	15.00
2521	UNITED PRINT SIGNS GRAPHICS	385.35
2522	TRC ENVIRONMENTAL CORPORATION	13,145.24
2523	ALL AROUND FENCE COMPANY	990.90
2524	VARITECH INDUSTRIES INC.	3,855.02
2525	SERVICE ELECTRIC CO. INC.	743.18
2526	CONVERGINT TECHNOLOGIES	5,259.61
2527	SHOC NETWORKS	8,222.78
2528	HIATT PARK LLC	16,306.20
2529	FORCE AMERICA DISTRIBUTING LLC	440.40

Vendor Purchasing Report

For Date Range 01/01/2021 - 08/20/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2530	CASCADIA CONSULTING GROUP, INC.	46,781.25
2531	BCN TELECOM, INC.	2,606.46
2532	BIO CLEAN, INC.	1,596.45
2533	JAMES R. WAGNER JR.	500.00
2535	BRASS MONKEY INVESTMENTS LLC	54.90
2536	JOHNSON ELECTRIC, INC.	7,727.92
2537	HUNTINGTON TECHNOLOGY FINANCE	47,388.75
2538	SHAWN PECKHAM	50.90
2539	C + C INC.	1,000.00
2540	CHILD CARE RESOURCES	375.00
2541	TOWN CENTER HARDWARE	115.26
2542	DEERE & COMPANY	9,074.74
2543	FOSTER GARVEY PC	28,028.00
2544	ACTION SERVICES CORPORATION	1,456.00
2545	KLB CONSTRUCTION, INC.	2,943,889.85
2546	1901 WLD KENMORE 68TH LLC	31.50
2547	OSW EQUIPMENT & REPAIR, LLC	4,980.85
2548	CAMP UNITY EASTSIDE	6,400.00
2549	DAVID EVANS	192.33
2550	THOMAS & MARIANNE IVEY	7,500.00
2551	MICHAEL O'LEARY	171.68
2552	WEINSTEIN AU LLC	8,616.05
2553	TICOR TITLE	250,000.00
2554	ECONOMY FENCE CENTER	9,459.11
2555	VTO SCULPTURE	18,786.50
2557	NOVA BUILD INC	7,500.00
2558	FOREMOST PROMOTIONS	1,171.90
2559	KING COUNTY DEPT OF ADULT & JUVENILE DETENTION	736.53
2561	PRR, INC	15,498.36
2562	ABS VALUATION	3,000.00
2563	BELMONT HOMES	7,500.00
2564	DAVID CHAMBLISS	496.65
2565	KNOCKOUT PLUMBING & MECHANICAL LLC	235.20
2566	AMERICAN CITY BUSINESS JOURNALS, INC.	135.00
2569	FUN TIMES ICE CREAM	300.00
2570	H.D. FOWLER COMPANY	2,590.33
2571	AJ LEE & BLUE SUMMIT	1,000.00
2572	TIMBERLAND CONSTRUCTION	421.40
2573	WHISTLE WORKWEAR	173.71
2574	WANKER PRODUCTIONS	2,500.00
2575	EPIC EVENTS AND PROMOTION, INC.	3,192.90
2576	TRADE ROOT MUSIC GROUP LLC	2,200.00
Vendor Set Vendor Set 01 Total:		27,466,931.74

08-20-2021

Final Audit Report

2021-08-23

Created:	2021-08-23
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAQ64mguh2Y7p3ze8DcEaBBYueo2v7Xvm

"08-20-2021" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
2021-08-23 - 10:22:45 PM GMT- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2021-08-23 - 10:27:14 PM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-08-23 - 10:44:48 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2021-08-23 - 10:45:04 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
2021-08-23 - 10:45:06 PM GMT
-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
2021-08-23 - 10:50:37 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2021-08-23 - 10:50:53 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
2021-08-23 - 10:50:53 PM GMT



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Adobe Sign



City Council Consent Agenda Item

City of Kenmore, WA

Subject/Topic:

Direct Cash Assistance Contract with the Northshore Schools Foundation

Proposed Council Action/Motion:

Authorize the City Manager to enter into a \$1 million contract (plus \$13,000 contingency) with the Northshore Schools Foundation to provide direct cash assistance to eligible Kenmore residents using American Rescue Plan Act funds.

For Council Meeting Agenda of: September 13, 2021

Department: City Manager

Prepared by: Stephanie Lucash, ACM/ARPA Administrator

Initial & Date

Approved by Department Head:	SL, 8/23/21
Approved by City Attorney:	DR, 9/1/21
Approved by Finance Director:	LS 8/23/21
Approved by City Manager:	RGK, 9/3/21

Exhibits/Attachments:

- Northshore Schools Foundation RFP submittal
- Northshore Schools Foundation RFP budget addendum
- Proposed Contract with Northshore Schools Foundation

American Rescue Plan Act (ARPA) - \$1 Million Contract for Direct Cash Assistance to Eligible Kenmore Residents

BACKGROUND

The American Rescue Plan Act (ARPA) is a \$1.9 trillion federal law that was signed into effect on March 11, 2021 to help the U.S. respond to and recover from the COVID-19 pandemic. These funds include \$350 billion in formula grants to be given to state, local, tribal and territory governments. These local funds will provide an infusion of resources to address economic fallout from the pandemic, support individuals, businesses, and essential workers, replace lost government revenues and make investments to ensure a strong and equitable response to - and recovery from - the pandemic.

The City of Kenmore will receive \$6.4 million in funds in two payments: half to be received in mid-2021 and the remainder to be received in mid-2022. All funds have to be allocated by the end of 2024 and spent by the end of 2026.

DIRECT CASH ASSISTANCE CONTRACT

The Kenmore City Council voted on May 24, 2021 to allocate \$1 million in direct cash assistance to Kenmore residents at or below 30% area median income (AMI) and who have been most affected by the COVID-19 pandemic. City staff released a Request for Proposals (RFP) to solicit a partner agency to lead this work in our

community. Through this competitive process, the selection team chose the Northshore Schools Foundation to carry out this work for the City of Kenmore.

The contract with the Northshore Schools Foundation includes \$130,000 for outreach, intake, verification, marketing, translation services and supplies and \$870,000 for direct cash assistance.

In addition, city staff are proposing to include a contingency of \$13,000 to cover any unanticipated expenses needed to complete this work. We estimate there are 2,600 Kenmore residents who will be eligible for this direct cash assistance. If our estimate turns out to be low, we want to make sure there are sufficient funds available to provide direct cash assistance to additional eligible residents; our goal is to make sure no one is turned away who meets the eligibility criteria. We will know more about the level of effort that will be needed to locate eligible residents, encourage them to apply, assist with their applications and eligibility verifications, overcome trust in government issues, and utilize translation services once the work is underway.

FISCAL CONSIDERATION:

On June 28, 2021, the City Council established by ordinance a special revenue fund known as the “ARPA Fiscal Recovery Fund.” The City has already received \$3,223,740 of its \$6,453,779 ARPA allocation and placed those dollars in the ARPA Fiscal Recovery Fund. The City is proposing to use \$1 million of those funds for this contract.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #4: Respond to the Pandemic. The purpose of Kenmore’s ARPA funds are to help the City respond to and recover from the COVID-19 pandemic.

July 23, 2021

City of Kenmore
Attn: City Manager's Office, Finance & Administration
Rob Karlinsey
18120 68th Ave. NE
Kenmore, WA 98028

Dear Mr. Karlinsey:

Thank you for reading this Letter of Interest for RFP #21-2744, City of Kenmore, ARPA Direct Cash Assistance Proposal.

We are the Northshore Schools Foundation (NSDF). We serve all students, teachers and families in the Northshore School District communities of Bothell, Kenmore, and Woodinville. (See Attachment D for Demographics served.) Our work drives resources to help students reach the promise of their potential. Since our founding in 1995, we have granted over \$2.9 million to schools, teachers and students. The Northshore community makes this possible.

Typically, the Foundation funds programs that implement personalized student support and remove barriers to student learning that can otherwise not be funded by public dollars. Needed resources are offered to students experiencing economic challenges and crises. Our programs include School Supplies, Homeless Student Services, Basic Needs Aid, School Lunch Support, and the Opportunity Fund that provides resources to students during times of economic challenges and life-crises.

During the pandemic, we sprang into action and rapidly expanded our Basic Needs Aid program, which provides a \$200 gift card for gas and food to a family in crisis. This program was activated on March 18, 2020, 5 days before Washington State Governor, Jay Inslee, placed Washington on a statewide stay-at-home order.

We also immediately initiated our District & Community Response Fund to collect funds to support emergent needs during the crisis. Our first gift was received February 28th. These funds allowed us to commit to paying for childcare for families who couldn't afford this expense when our school buildings closed in March. Ultimately, with this gift, we were able to fund 80 weeks of free childcare for families in need.

As learning moved from the classroom to at-home, we found that students needed at-home school supplies. We quickly activated our Backpacks for Kids program and provided 400 families with school supplies last spring, which added to the 800 requests we received in fall 2019. Since last fall, we fulfilled 1647 requests and provided supplies to students for the remainder of the school year at an average cost of \$21 per student.

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

Our interest in RFP #21-2744, City of Kenmore, ARPA Direct Cash Assistance project is based on our desire to help alleviate the impact of the COVID-19 pandemic on our community.

Since the pandemic, our organization has seen the number of families/students who are supported by our Basic Needs program increase exponentially due to the economic fallout from this global event. We've needed to serve far more people with crisis response in the last year, from 1,000 households in 2019 to 3,000 households in 2020, as many families have found one or both parents unemployed and/or have had their household income drastically reduced due to the pandemic. We know our community needs help, and we want to offer it. (See Attachment F for Testimonials.)

The scope of the project, at a 3-month contract, currently exceeds our ability to complete the project. We do however believe that if the timeline can be extended, that our organization would be a strong partner to the City of Kenmore. In the event we are chosen to administer this grant we would like to negotiate a tiered payout system that honors actual work done and reflects the number of residents served.

We are hopeful that the City would consider further conversations before finalizing this contract. It would be our privilege to serve the residents of Kenmore in this way.

Thank you for considering our proposal.

PROPOSAL

Experience and Readiness

The Northshore Schools Foundation has extensive experience in distributing needed funds, gift cards, school supplies, etc. quickly and efficiently to families in our district who request services. These items are distributed either directly to the student at their individual school or to their homes, whichever is most effective. In most cases deliveries are made within 48 hours of the request.

All Northshore School District (NSD) staff members who identify a family with a need can make the referral for our Basic Needs Aid and Opportunity Fund services, by contacting their Care Team members, family liaisons or administrators at each school. These staff utilize an online Request for Services form.

Our Backpacks for Kids/School Supplies Program is accessible to NSD families through an online request form, which can automatically be translated into many languages and accessible to all.

Our Removing Barriers Coordinator is available beginning September 1 to coordinate and oversee the activities required to carry out the grant. We have identified potential bi-lingual staff members to serve on our outreach and intake teams.

Approach

For purposes of this project, we plan to adapt our current online request form to be available for requesting direct cash assistance funds. The form will be accessible from a link on our website and available for use on the City's website. We have purchased the domain, **kenmorecares.org**, to create an easily accessible landing page for Kenmore residents.

The online form will allow applicants to upload verification of address and income forms. Verification forms can also be received through a dedicated email address and in person during office hours held at City Hall.

Outreach will be managed by 2-3 staff members. These staff members will visit identified low-income communities to spread the word and answer resident questions. These same staff members will also be available on-site at City Hall for office hours from 6 – 10 hours a week, including evenings and weekends.

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

We will verify Kenmore residency by zip code by asking for an applicant's most recent utility bill (preferred). To verify income, we will request their last 3 paychecks or government assistance checks. Alternative forms of proof of residency or income would include driver's license or rental agreement, disability award letter, child support receipts or a bank statement showing deposits from Social Security. Designated staff members will be authorized to accept alternative proof of residency and/or income as appropriate.

See Attachment A for a draft of the required signed statement sample.

Our plan for Outreach, budget permitting, include:

- Post card mailing to all Kenmore residents
- Text campaign to families that the Foundation has served in Kenmore over the last 16 months.
- Provide announcements and press releases to all churches and non-profits in Kenmore asking them to spread the word.
- Arrange visits to low-income areas in the community with trained family advocates.
- Social Media campaign written in the key languages represented in Kenmore.
- Work with the Foundation's Care Team members at each Kenmore school to disseminate information to families.
- Partner with the City of Kenmore to get word out to residents.

For record keeping, we will be using Microsoft forms and Excel spread sheets to document disbursements. See Attachment B for a sample of the record keeping we have been managing for Basic Needs Aid.

Once all the record keeping requirements of this funding are identified, we will produce a draft application and an updated version of the record keeping documents.

If we are awarded this grant, we will manage the funds from a bank account separate from our regular operating funds. This bank will have an accessible Kenmore location.

To determine the amount of funds to be distributed, we propose making an amendment to our current Basic Needs Aid Model which allocates \$200 per family experiencing a crisis. We envision allotting \$200 per household and \$50 for each additional member of the household after 2 people. (Example: 1 household member \$200; 2 household members \$200; 5 household members \$350)

Recipients will receive disbursement checks for the amount allotted. Banking with a local Kenmore bank will ensure that all residents have access to the funds.

If assessment and impact studies are to be included in this project, we would plan to conduct those within 2 months after the last dollar is distributed.

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

Our request would be to receive 1/3rd of the budget up front to be able to ramp up our staff and systems, and the remaining payouts to be determined in relationship to the number of residents served.

See Attachment C for Proposed Budget.

Personnel

In spring of last year, the Foundation qualified and distributed funds to 653 families and nearly 300 hours were dedicated to the task. We learned that clarification about the program and time explaining the application process far exceeded the time expected. We also learned that the number of applications grows as more people hear about the program. By assessing that service, we have determined that 5,650 staff hours are required to serve the estimated 2,600 household that may be eligible to receive these funds. We believe that the workload will start small and will increase over the duration of the project.

We do not believe we can complete this work in the contracted time. However, we believe we could complete the scope of the grant with an extended timeline that relates to the number of residents served.

We anticipate that we can successfully bring on 2-6 staff members over 9 months to complete this work with the intention of communicating the earnestness of the City Council's desire to serve their residents and of reaching qualifying residents as quickly as possible.

The project would be managed by our Removing Barriers Program Manager in partnership with the Foundation's Executive Director.

Outreach would be performed by 1-2 people (preferably bi-lingual).

Verification of eligibility would be performed by 2-3 staff members.

Distribution would be performed by 1-2 staff members.

Some roles may overlap depending on staff availability.

The Removing Barriers Coordinator would be responsible for reporting to the City fund distribution and final reporting once the project ends in December.

We would request that this contract timeline be extended to up to 9 months, with the understanding that the program can ramp down if all residents are served sooner.

Other ways that we can see the City of Kenmore being of assistance include possibly providing office space and staff time to assist with the project, and/or help identifying potential employees.

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

Estimated Schedule (with extended timeline)
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Task	Date
Hiring of necessary staff	9/1-9/20/2021
Modify online application on NSDF website, provide link to City of Kenmore, includes translation into various languages	9/16/2021
Begin Outreach	9/20/2021
Press Release to Kenmore residents where they can apply for funds	10/1/2021
Direct Cash Assistance funds begin to be distributed	10/15/2021
Mid project report to City of Kenmore	12/15/2021, 3/15/2022
Last Disbursement	6/30/2022
Evaluation reporting	8/30/2022
Final report to City of Kenmore	9/30/2022

Challenges

As stated earlier, we do not believe that we could manage the breadth of staff required to manage this program effectively over a three-month period.

While we have experience getting funds to families quickly, if all 2,600 Kenmore families engage, our estimate is that distribution could take up to 5,650 hours. We believe that as the number of participants becomes more known, we could better accurately predict the hours of service needed. We are open to a discussion on how best to meet the needs of this grant.

We are also concerned about our ability to build trust with Kenmore residents enough that they would share their private documents with us since they may not know about the Northshore Schools Foundation or expect our organization would be facilitating the distribution of funds for people like them.

We are unclear currently as to the reporting requirements and are aware that the more complicated the reporting, the more time it will take. We are also unclear as to the Council's desired outcomes from the funds and how they would like to measure effectiveness. We would want to be diligent in proving that the investment in the community was a sound one.

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

References

Catherine Jansen
Executive Assistant to the City Manager
City of Bothell
catherine.jansen@bothellwa.gov
(425) 806-6145

Rita Moreno
Recreation Coordinator
City of Kenmore
rmoreno@kemorewa.gov
Tel: (425) 398-8900 | Mobile: (206) 255-2532

Rick Ferrell
Director of Student Services
Northshore School District
rferrell@nsd.org
(425) 588-5908

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

ATTACHMENT A

Draft statement to be signed upon application

I _____ attest that my family has been negatively affected by the COVID-19 pandemic over the last 2 years.

I further attest that our family meets income guidelines of 30% of Area Median Income for this grant and that I reside at the following Kenmore address with the following family members

Address:

Household Members:

Name_____Date of Birth_____

Name_____DOB_____

Name_____DOB_____

Name_____DOB_____

I swear and affirm, under penalty of perjury, the statements contained in this document are true and correct to the best of my knowledge

SIGNATURE:_____ **DATE:**_____

ATTACHMENT B

Sample of record keeping for Northshore Schools Foundation Basic Needs Aid.

SCHOOL	SUM OF ALLOTTED AMOUNT
ADULT TRANSITIONING PROGRAM	200
BOTHELL HS	1000
CANYON PARK MS	200
COTTAGE LAKE ELEMENTARY	600
EAST RIDGE ELEMENTARY	200
INGLEMOOR HS	200
KENMORE ELEMENTARY	200
LEOTA MS	400
MAYWOOD HILLS ELEMENTARY	800
NORTHCREEK HS	600
NORTHSHORE FAMILY PARTNERS	400
SECONDARY ACADEMY FOR SUCCESS	600
SKYVIEW MS	400
SUNRISE ELEMENTARY	200
WOODINVILLE HS	400
WOODMOR ELEMENTARY	600
Grand Total	7000

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

IX. C. Authorize the City Manager to enter into Contract 21-C2744 with t...

ATTACHMENT C

Budget

Budget Item	Total Cost
Marketing:	
• Postcard • Text campaign • Social Media & Press campaign	• \$17,000 • \$500 • \$1,500
Office Supplies	\$500
Staffing:	
5,650 total hours @\$40/hour	\$226,000
• Outreach & Onsite staff • Intake & Verification staff • Trouble shooting/follow up for verification • Distribution	
Evaluation (80 hours @\$40/hour)	\$3,200
Translation Services	\$3,000
Subtotal	\$251,700
Oversight & Management	\$25,170
Total Budget	\$276,870

ATTACHMENT D

Demographics Served

Northshore School District families served include 44.1% of their demographic being people of color. This number includes Black (2.1%), Hispanic (12.4%), Pacific Islander (.2%), Asian (20.3%), Native American (.3%) and students who claim 2 or more races (8.8%). In the District, 94 languages are spoken, the top 3 of which are English, Spanish and Chinese.

Roughly 2,200 students are on free and reduced lunch, and 200 are documented as experiencing homelessness. As we are currently a City of Kenmore grant recipient to serve those families experiencing homelessness, our most recent report documents 27 Kenmore families who currently meet this criterion.

Northshore Schools Foundation services are available to all, regardless of background and ability.

ATTACHMENT F

Testimonials

"What a wonderful surprise! I received gift cards in the mail today. Thank you so much for filling out the basic need form for us. You are just wonderful!"

The Northshore school district has really been a life saver for us. Thank you from the bottom of our hearts!

THANK YOU!!! THANK YOU! THANK YOU!!

Stay safe and healthy"

--Northshore School District Family

"Good day to you, Ms. Foy.

I have received the mail and gift cards that you send. On behalf of my niece, Dianne, and my entire family, we extend our great appreciation for the kindness you extended to us. We are extremely grateful to you and to all the Northshore School District, even when we all are experiencing difficulties during this time of the pandemic you have granted us your charity and support that will be remembered for a lifetime.

I wish good health and thank you, very much. "

Sincerely,

Agpalo Family

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

Attachment F – Page 2

"I received the gift cards today. Thank you very much for the continued support, and for thinking of us during this time!"

"Thank you so much!!! We appreciate it so much!! This has been a very hard time on everyone and we are so blessed to have you think of us. Thank you!!"

"Just received the gift cards in the mail today and wanted to tell you THANK YOU! What an unexpected gift! Thank you for caring for my family so much.

Words cannot describe just how wonderful the Northshore School Foundation is!

I am grateful that you filled out the form for my family to receive this financial support. It will greatly help with groceries.

Again, Thank you so much!"

--Northshore School District Family

"Dear Northshore Schools Foundation,

I just wanted you to know how much my family and I appreciate the unexpected financial support you sent us in the form of 4 gift cards. This will really help to supply my family with food in the coming weeks.

THANK YOU! THANK YOU! THANK YOU! for the most generous gift!

You are the BEST!"

--Northshore School District Family

RFP#21-2744, City of Kenmore, ARPA Proposal – Northshore Schools Foundation

August 18, 2021

City of Kenmore
Attn: City Manager's Office, Finance & Administration
Stephanie Lucash
18120 68th Ave. NE
Kenmore, WA 98028

Dear Ms. Lucash:

Thank you for taking time to meet with us today regarding RFP #21-2744.

It was so helpful to speak with you and find out more about the Kenmore City Council's intention of providing support to their community during this tumultuous time.

After speaking with your team, we would like to submit an updated budget for your review as well as, an adjustment to the allocation and the second page of our Attachment B from the proposal.

BUDGET

The overall bid now totals \$130,020.00

The following adjustments were made

- The cost of the postcard mailing has been adjusted to reflect the bid from your sources
- The workforce hours have been adjusted to serve 1300 families, based on an average of 2 people per household.

We believe these changes are reflective of our conversation.

If the City of Kenmore can provide staff support in the form of information processors or translators, the workforce hours would be decreased further. Workforce hours may also be reduced if volunteers get involved in the project.

There is an expense that has been added for additional office supplies to cover secured computers for processing of the information. After the meeting, our team developed several questions about the level of security needed to keep information safe. Additional funds would allow us to purchase 2 new computers that would be solely dedicated to this project, as well as an account with DocuSign which would provide us a better option for retaining secured information. If you do not believe that this is necessary to process the granting, or if you are able to set up a secure portal, then these costs

Budget

Based on the assumption that 2600 individuals will be receiving funds.

Marketing

Post card	\$	3,900.00	*
Text campaign	\$	500.00	
Social media & press release	\$	1,500.00	

Staffing

Outreach and onsite staff

Intake & verification staff

Trouble shooting / follow up for verification

Distribution

	1300	2600	hours	\$40	\$	104,000.00
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Evaluation	45	hours	\$40	\$	1,800.00
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Translation services				\$	3,000.00
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Office supplies				\$	3,500.00
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Sub- total				\$	118,200.00
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Oversite & Management				\$	11,820.00
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Total Bid				\$	130,020.00
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ALLOCATION TO RESIDENTS

We would like to alter our proposal to allocate \$375 per verified resident.

ATTACHMENT B

Please accept this new Attachment B to better demonstrate our record keeping, The previously submitted Attachment B was page 2 of our record keeping process that summarizes what is now attached.

Thank you again for the opportunity to be considered for this partnership. Please don't hesitate to reach out if you have any additional questions.

Best Wishes,

Carmin Dalziel

Northshore Schools Foundation Executive Director

carmin@nsdfoundation.org

425-408-7680/ 206-409-3507

City of Kenmore Contract No. 21-C2744

**CITY OF KENMORE CONTRACT FOR SERVICES
Northshore Schools Foundation – ARPA Direct Cash Assistance to Eligible Kenmore Residents**

This Agreement is entered into by and between the City of Kenmore, Washington, a noncharter optional municipal code city referred to as the “City,” and the Northshore Schools Foundation, hereinafter referred to as the “Contractor.”

WHEREAS, the American Rescue Plan Act (ARPA) was signed by President Biden on March 11, 2021, providing \$1.9 trillion in COVID-19 response and recovery funds across the United States including \$350 million for local, state, tribal and territorial governments; and

WHEREAS, the City of Kenmore is to receive \$6.4 million in ARPA funding, to be allocated in two payments with the first payment received in July 2021 and the second payment expected in summer 2022; and

WHEREAS, the City of Kenmore and its residents have been adversely impacted by the COVID-19 pandemic, especially residents whose income is at or below 30% of the Area Median Income (AMI); and

WHEREAS, the Kenmore City Council, at its May 24, 2021 meeting, voted to use \$1 million in ARPA funds for direct cash assistance to Kenmore residents whose income is at or below 30% of AMI in order to provide financial relief to those residents most impacted by the COVID-19 pandemic; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in July 2021 in search of a community organization to partner with the City in the distribution of this \$1 million in direct cash assistance to eligible Kenmore residents; and

WHEREAS, the Contractor applied under this RFP and was selected in a competitive process to provide these 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. The Contractor shall submit signed hard copy originals of monthly invoices, using Exhibit “B,” attached. The monthly amount billed shall be for expenses incurred, unless other arrangements are made in writing, including an initial payment as needed to begin services. Invoices received by the City beyond the due date on Exhibit “B” may not be paid. The total amount to be distributed to Contractor under this Agreement shall not exceed One Million Thirteen Thousand and No/100 (\$1,013,000), which shall then be distributed and paid as follows: i) Contractor shall disperse and pay \$870,000 in direct cash payments to

qualified recipients, ii) Contractor shall receive an amount not to exceed \$130,000 for services performed under this Agreement, which shall include administrative costs, and iii) there shall be a \$13,000 contingency as needed to cover unanticipated expenses, which require written approval from the City prior to expenditure. 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.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing September 14, 2021 and ending on March 31, 2022 or when all funds have been disbursed to eligible residents. If needed, a proposal from the Contractor midway through the contract to add a second allocation or adjust income eligibility requirements may be submitted for consideration and approval by the Kenmore City Council. This Agreement may be terminated at any time, pursuant to the provisions hereinafter specified.

5. Independent Contractor.

A. The Contractor and City agree that the 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 the Contractor nor any employee of the 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.

B. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.

6. Indemnification.

A. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the acts, omissions or willful misconduct of the Contractor, its officers, employees and agents in performing this Agreement.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 this 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.
4. Professional Liability insurance appropriate to the Contractor's profession.

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, \$1,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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.

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.

C. Documents that shall be retained by the Contractor for determination of residency eligibility (proof of residency in Kenmore) for each recipient are to include a copy of one or more of the following:

1. Rental or lease agreements with the signature of the owner/landlord
2. Deeds or titles to residential real property
3. Mortgage bills
4. Home utility bills (including cellular phone)
5. Medical or employee documents

If a resident cannot provide any of the documents outlined above, an alternate document that will meet federal audit and reporting requirements may be substituted with mutual agreement between the City and the Contractor.

A. Documents that shall be retained by the Contractor for determination of income eligibility (proof that recipient is at or below 30% of the Area Median Income) are to include a copy of one or more of the following:

1. W2 form
2. Earnings statement on a payroll stub
3. Bank statement
4. 1099 form
5. Benefit award letter
6. Retirement benefit letter

If a resident cannot provide any of the documents outlined above, an alternate document that will meet federal audit and reporting requirements may be substituted with mutual agreement between the City and the Contractor.

B. A signed attestation documenting negative impacts of the COVID-19 pandemic on the recipient's household shall be signed (including electronic signature as needed) by each recipient and a copy of each of these documents shall be retained by the Contractor.

9. Contact Person. The Contractor shall appoint a liaison/contact person as well as one or more representatives who shall be authorized to sign reimbursement requests.

A. The primary contact for this contract will be Carmin Dalziel, Executive Director, Northshore Schools Foundation

- B. The secondary contact for this contract will be Heather Erickson, Removing Barriers Program Manager, Northshore Schools Foundation

10. 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 or State Auditor's office, or federal or other state agencies to verify expenditures and compliance with ARPA during the performance of this Agreement.

11. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products or services on schedule may result in termination of this Agreement. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person applying for direct cash assistance established by this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. The Parties acknowledge that Contractor anticipates using up to four contract employees to assist Contractor's work under this Agreement. Contractor agrees that, except for what is provided herein, no other subcontracting of services contemplated by this Agreement shall occur without the written consent of the City.

14. Public Information.

A. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as those cities providing funding as listed in the Scope of Work.

B. Contractor acknowledges that this Agreement and any other information provided by it to the City and/or relevant to the project(s) described in Exhibit A, Scope of Work, are subject to the Washington State Public Records Act, Chapter 42.56 RCW.

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

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

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

City of Kenmore

City Manager
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607
(425) 398-8900

Contractor

Northshore Schools Foundation
Attn: Carmin Dalziel
13110 NE 177th Place, B101-103
Woodinville, WA 98072
425-408-7680

With a copy to the City Clerk, City of Kenmore, P.O. Box 82607, Kenmore, WA 98028.

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 14th day of September 2021.

CONTRACTOR:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Rob Karlinsey
Title: City Manager

Phone No.: _____



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

Subject/Topic:
Local Road Safety Plan-Signing Project
Construction Contract Award

Proposed Council Action/Motion:

Authorize the City Manager to execute Contract 21-C2706 with Titan Earthwork LLC in the amount of \$256,656 to construct the Local Road Safety Plan-Signing Project, plus a 10% construction contingency for total contract authorization of \$282,400.

For Council Meeting Agenda of: 09/13/2021
Department: Engineering

Prepared by: Kent Vaughan

To Be Presented By: N/A

Initial & Date

Approved by Department Head: NV

Approved by City Attorney:

Approved by Finance Director: LS

Approved by City Manager: KVK

Exhibits/Attachments:
N/A

INFORMATION/BACKGROUND:

SCOPE: The Local Road Safety Plan-Signing Project consists of installing 12 solar powered speed feedback signs along arterial streets (80th, 73rd, 192nd, Juanita and Simonds), one set of solar powered RRFB signs at existing NE 151st Street and Simonds Road NE crosswalk, solar powered LED lit yield and supplemental warning signs at Burke Gilman Trail street crossings (61st, 65th) and solar powered LED lit stop signs at the existing 4-way stop controlled NE 145th Street and 84th Avenue NE intersection.

STATUS: The Local Road Safety Plan-Signing Project was advertised for bids on July 28, 2021. Bids were opened on August 18, 2021. The city received 4 bids. The apparent low bid was submitted by Titan Earthwork LLC in the amount of \$256,656. Please refer to Table 1 below for the bid results.

Bid Position	Contractor	Total Bid Amount
1	Titan Earthwork	\$256,656
2	Road Construction NW	\$277,325
3	Transportation Systems	\$310,948
4	American Electrical Services	\$323,852
Engineer's Estimate (EE)		\$204,750
Amount Exceeding EE		\$51,906

Staff has reviewed the low bid proposal and deemed the bid responsive and has reviewed the Contractor's qualifications and deemed the Contractor responsible.

SCHEDULE: In accordance with the contract documents, the City has 45 calendar days after the bid opening to award the project. Once the contract is executed, construction will take up to 30 working days and be complete in Q4 of 2021.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute Contract 21-C2706 with Titan Earthwork LLC in the amount of \$256,656 to construct the Local Road Safety Plan-Signing Project (T-48), plus a 10% construction contingency for total contract authorization of \$282,400.

FISCAL CONSIDERATION:

The Local Road Safety Plan-Signing Project is mostly funded by Highway Safety Improvement Program (HSIP) federal funds administered by WSDOT. The project's budgeted revenue sources are listed below:

TOTAL REVENUES		
Funding Description	Amount	Phase
City of Kenmore Local Funds	\$ 13,800	Design/Construction
WSDOT Highway Safety Improvement Program (HSIP)	\$ 346,000	Design/Construction
	\$ 359,800	

The project has sufficient budget to cover the contract plus an additional 4% contingency (-10K). A contingency of 10% is typically requested for construction. To be conservative, we have requested authorization of the bid amount + 10% construction contingency. This award will require an appropriation of additional local funds at a later date in the amount of \$15,800 if the project requires the full 10% construction contingency. Fortunately, the project is relatively straight forward so we do not anticipate any significant changes will occur during construction.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 6: Focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

Signature: 
John Vicente (Aug 30, 2021 08:43 PDT)

Email: jvicente@kenmorewa.gov

Signature: 
Leticia Salcido (Aug 31, 2021 11:40 PDT)

Email: lsalcido@kenmorewa.gov

Signature: 
Rob Karlinsey (Aug 31, 2021 13:53 PDT)

Email: rkarlinsey@kenmorewa.gov

9/13 Consent Agenda Item-Authorization of Contract for LRSP Signing Project

Final Audit Report

2021-08-31

Created:	2021-08-30
By:	Kent Vaughan (kvaughan@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbjVU97mTTtb2_mpEWuoEH9jtqi-aKdyt

"9/13 Consent Agenda Item-Authorization of Contract for LRSP Signing Project" History

-  Document created by Kent Vaughan (kvaughan@kenmorewa.gov)
2021-08-30 - 3:21:47 PM GMT- IP address: 50.235.209.34
-  Document emailed to John Vicente (jvicente@kenmorewa.gov) for signature
2021-08-30 - 3:22:45 PM GMT
-  Email viewed by John Vicente (jvicente@kenmorewa.gov)
2021-08-30 - 3:42:03 PM GMT- IP address: 50.235.209.34
-  Document e-signed by John Vicente (jvicente@kenmorewa.gov)
Signature Date: 2021-08-30 - 3:43:13 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2021-08-30 - 3:43:14 PM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-08-30 - 4:20:46 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2021-08-31 - 6:40:53 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
2021-08-31 - 6:40:54 PM GMT
-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
2021-08-31 - 8:51:06 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
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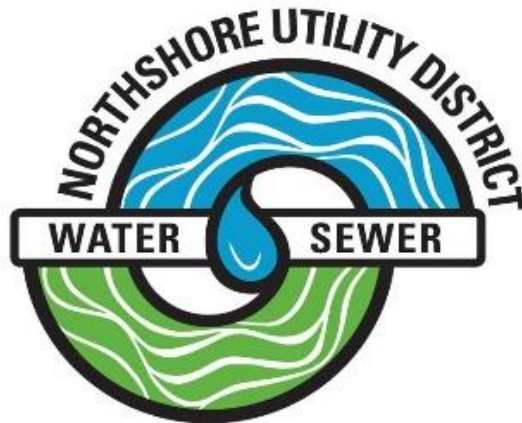
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**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Authorizing the City Manager to enter into a Water Extension Agreement with Northshore Utility District (NUD) for the future water and sewer service connection to Squire's Landing Park (renamed Squire's Landing Park). Proposed Council Action/Motion: Motion authorizing the City Manager to execute Contract 21-C2751, a Developer Extension Agreement with NUD for the future water and sewer service connection to Squire's Landing Park (renamed Squire's Landing Park).	For Council Meeting Agenda of: 9/13/2021 Department: Community Development Prepared by Maureen Colaizzi, Parks Project Manager <u>Initial & Date</u> Approved by Department Head: <u>DB 8/26/21</u> Approved by City Attorney: _____ Approved by Finance Director: <u>N/A</u> Approved by City Manager: <u>RGK</u> Attachment: 1) Draft Contract 21-C2751: NUD Developer Extension Agreement
<u>INFORMATION/BACKGROUND:</u> At the September 13, 2021 Council meeting, staff recommends Council pass a motion authorizing the City Manager to execute a Developer Extension Agreement with NUD for the future water and sewer service connection to Squire's Landing Park (renamed Squire's Landing Park). On July 12, 2021 Council passed a motion to grant a utility easement to the Northshore Utility District (NUD) or (District) and give authority to the City Manager to execute an easement agreement for future water service to the Park. The Developer Extension Agreement is the legal document that outlines the terms for the construction of extension(s) to Northshore Utility District facilities by the City of Kenmore (Developer) for water and sewer service to the Park. The document establishes the following terms: design submittal; District review and approval of the design and design drawings; fees and connection charges; coordination of installation; establishes requirements for the easement and easement agreement; water meter and side sewer connection requirements; and conditions of final acceptance of installation. The draft Developer Extension Agreement provided by NUD (see Attachment #1) will be reviewed by the City Attorney. The City Manager will sign the agreement once approved by the City Attorney. <u>FISCAL CONSIDERATION:</u> There is no budget consideration for entering into the Developer Extension Agreement. The utility service installation will occur during construction of the Walkways and Waterways project. Utility connection costs are assumed within the project's construction budget. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council 2021-2022 Priority # 5: Implement the Walkways and Waterways projects.	

DEVELOPER EXTENSION
AGREEMENT
COK Contract No. 21-C2751
λ' a Xw a d i s Park



Squire's Landing Waterfront Access Project

D2107

Intersection of 7353 NE 175th St, Kenmore, WA



**NORTHSHORE UTILITY DISTRICT
DEVELOPER EXTENSION AGREEMENT**

This agreement is entered into for the construction of extension(s) to Northshore Utility District facilities for the following Project:

Project Title: Squire's Landing Waterfront Access Project

Location: 7353 NE 175th St, Kenmore, WA 98028

Parties to the Agreement

Developer/Owner:	District
City of Kenmore 18120 68 th Ave NE Kenmore, WA 98028	Northshore Utility District PO Box 82489 Kenmore, WA 98028-0489
Developer's Authorized Representative: Name: Maureen Colaizzi Phone: (425) 984-6157 Fax: N/A E-Mail: mcolaizzi@kenmorewa.gov	Project Coordinator: Aparna Khanal Phone: (425) 521-3716 Fax: (425) 398-4430 E-Mail: akhanal@nud.net

Type of Development and Extension(s)

Type of Development: ☐ Single Family Residential ☐ Short Plat ☐ Long Plat Number of new units: _____ Number of existing units: _____ ☐ Multi-Family Total Number of Residential Units to be Served: _____ ☐ Mixed Residential/Commercial ☒ Public Agency	☐ Water Extension Approximately <u>190</u> LF Special Appurtenances ☐ PRV & Vault ☐ Pump Station ☐ Sewer Extension Approximately _____ LF Special Appurtenances ☐ Lift Station ☐ Other _____
Term of Contract: Construction Starts within <u>12 Months</u> from execution of this agreement.	District Financial Participation Commitment: ☐ Yes – See Exhibit “C” ☐ None
Developer Deposit Account No.:	Project W/O No.:

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NORTHSHORE UTILITY DISTRICT DEVELOPER EXTENSION AGREEMENT

1. Parties

The Northshore Utility District ("District"), a Washington municipal corporation and the Developer named on page one of this Agreement ("Developer") enter into this Developer Extension Agreement ("Agreement") on the date set forth below for the purpose of constructing a water system extension and/or a sewer system extension, (collectively known as the "Project" or the "Extension") to the District's system(s) as indicated on page one and more fully described in Exhibit "A".

If Developer is not the current, legal owner of the Property described in Section 3 below, then the "Property Owner Authorization" form in Exhibit "G-1" or "G-2" must be executed along with this agreement.

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

2. Location, Type of Development and Description of Extension(s)

2.1 Property Being Developed

The Project will be installed within existing and proposed street rights-of-way and easements as a requirement for the development of the property legally described in Exhibit "B" ("Property").

2.2. Type of Development

The type of development to be served by the Project and the number of units within the development shall be as described on page one of this Agreement and in Exhibit "A".

2.3 Description of Extension(s)

The Project will consist of the approximate length(s) of water and sewer pipe and appurtenances, and "special appurtenances" indicated on page one of this Agreement and described in Exhibit "A", and shall be installed in accordance with this Agreement and in conformance with drawings and specifications approved by District.

3. Warranty and Delegation of Authority

Developer, as an individual, a partnership or a corporation, warrants that Developer is:

- the current legal owner of Property, or
- has been authorized by the owners of Property in writing (Exhibit "G-1" or "G-2") to enter into this Agreement on their behalf.

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Developer warrants that the Developer's Authorized Representative indicated on page 1 of this Agreement shall have full authority to act on behalf of Developer in all matters pertaining to this Agreement, which may subject Developer to costs and/or liens on Property.

4. Principal Contacts

Developer, or the Developer's Authorized Representative, shall serve as the primary contact with District for all matters pertaining to this Agreement. The District's Project Coordinator listed on page one shall serve as the primary contact with Developer for all matters pertaining to this Agreement. Other District staff will be available to assist and guide Developer through administrative aspects of the Agreement; however, guidance by other District staff shall not be binding upon District until confirmed by the District's Project Coordinator or the Project Coordinator's supervisor.

5. Developer Solely Responsible for All Project Fees and Expenses, Including Design, Administration, and Construction Costs

Developer shall be solely responsible for payment of all fees and expenses associated with the Project, including all design, administration and construction expenses. Any cash payment to Developer by District as financial participation in the project, if any, will be made AFTER final acceptance of the Project and under the terms stated in Exhibit "C".

5.1 Developer Solely Responsible for All Project Administration and Costs

Developer shall be solely responsible for all aspects of project administration and payment of all associated costs, including all contractor activities, all liens filed and other expenses associated with the Project.

5.2 Fees and Expenses Payable to the District

Fees and costs payable to District include:

- Developer Extension Agreement Application Fee – A \$2,000 non-refundable fee to be paid at the time of application for a Developer Extension Agreement that covers District costs for preliminary design review and consultations, and administrative set-up activities such as project account and files. (This fee has been paid prior to entering into this Agreement.)
- Survey costs for survey work performed by District
- Engineering design costs for design work performed by District
- Technical design review costs
- Right-of-way permit fees *
- Outside agency inspection costs*
- Construction engineering and inspection costs including video recording of sewer mains
- All legal expenses associated with Project

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- Connection Charges
 - All other expenses incurred by District in relation to the project.
- * These fees and charges are typically billed by outside agencies up to six (6) months after final acceptance of the Project by District.

All fees and costs, with the exception of the Application Fee, and the Connection Charges (which are established by Resolution of the District's Board of Commissioners), will be charged on an actual cost plus overhead basis.

5.3 District Not Authorized to Extend Credit: Developer to Maintain Adequate Deposit Account Balance

District is not authorized to extend credit to Developer at any time. At the time of application for a Developer Extension Agreement, District will establish a Developer's Deposit Account (DDA) for handling all financial transactions between Developer and District. Failure of Developer to maintain an adequate credit balance in the DDA to cover anticipated costs, or to reimburse District in a timely manner for outstanding costs, will be handled in accordance with Section 21 of this Agreement.

5.4 Deposits Required

Deposits shall be made to the DDA by Developer in advance of incurring anticipated costs to avoid causing District to extend credit. Developer is required to make the following minimum deposits:

Purpose of Required Deposit	Deposit Amount	Deposit Timing
Application Fee – Non-Refundable Project Processing Charge	\$2,000	To be paid at time of Application.
Water Technical Review Deposit (Actual Cost Plus Overhead Basis)	\$1,400	To be paid Prior to Agreement signing.
Sewer Technical Review Deposit (Actual Cost Plus Overhead Basis)	\$1,400	To be paid Prior to Agreement signing.
Water Construction Administration Deposit (Actual Cost Plus Overhead Basis)	\$5,000	To be paid prior to pre-construction meeting.
Sewer Construction Administration Deposit (Actual Cost Plus Overhead Basis)	\$5,000	To be paid prior to pre-construction meeting.
Close-Out Deposit (Actual Cost Plus Overhead Basis)	\$1,500	Paid – cash payment or remaining credit - prior to Project Acceptance.

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If actual expenses exceed the amount in the DDA, Developer shall pay, within 10 days of notification by District, the deficit, the outstanding amount plus the amount projected by District as necessary to cover anticipated remaining expenses. Payment within 10 days will be considered as maintaining the DDA in a "current" status. Failure to make payment within 10 days will be considered as failure to keep the DDA current.

The above deposit amounts have been established with the intent to approximate the expenses typically incurred for processing and administering a well-designed and effectively carried out project. They include no allowance for unusual costs incurred by District. Unusual costs include:

- Property surveys;
- Hydraulic modeling;
- Changes in design or Project layout;
- Excessive construction inspections due to difficult construction conditions or contractor performance issues;
- Project coordination problems beyond the control of the District;
- Errors or omissions by the Developer, its engineer, contractor or agents;
- Unusual negotiations necessary to resolve issues related to the Project;
- Legal expenses, or;
- Any other unanticipated Project related costs.

All unusual costs will be billed to Developer on an actual cost plus overhead basis.

5.5 Connection Charges – Developer Responsibility for Single-family Residential Developments

The Connection Charges listed in Exhibit "E" are based upon the submitted drawings for the development and the assumption that each parcel will be served by a ¾-Inch water meter unless other sizes are specifically identified for the calculation. If interior sprinkler systems are required by the local jurisdiction's Fire Marshall, a minimum one-inch water meter will be installed and the Connection Charges will be determined based on the size(s) of meter(s) required by the applicable plumbing code.

The total Connection Charges shown in Exhibit "E" shall be the responsibility of Developer, and are due before District accepts and transfers ownership of the mains.

5.6 Connection Charges – Developer Responsibility for Non-Single family Residential Developments

The Connection Charges listed in Exhibit "E" are based upon the submitted drawings for the development and the size(s) of the water meter(s) identified on the drawings or specified by Developer's Engineer. Final Connection Charges will be adjusted if changes in meter size(s) are made to conform to the applicable plumbing code. Fire Protection Charges listed in Exhibit "E" are based upon the required fire flows as determined by the local jurisdiction's Fire Marshall. The total Connection Charges

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shown in Exhibit "E" shall be the responsibility of Developer, and are due before District accepts the Project and transfer of ownership for the Project.

6. Design Engineering

Unless otherwise indicated in EXHIBIT "D", engineering design for the extension(s) shall be the responsibility of Developer and shall be performed by the Developer's Engineer. Nothing contained in this Agreement creates any contractual rights or obligations between District and the Developer's Engineer. Developer's Engineer shall be a Registered Professional Engineer in the State of Washington.

6.1. Authority of Developer's Engineer

Developer's Engineer identified in Exhibit "D" shall be the Engineer of Record for the design and shall have the full authority of Developer to perform the design and produce drawings for the extension(s) as well as respond to the questions and comments from District pertaining to the design, the drawings and construction issues. Except in cases of emergency, or for minor field changes that have no bearing upon the overall function or integrity of the design, the Developer's Engineer will be contacted and shall respond to any questions or address all changes to the design that are found to be needed at any point in the progress of the Project.

6.2 Preparation of the Design and Design Drawings

Developer shall ensure the design and drawings prepared by Developer's Engineer conform to District standards. Standards for preparation and submittal of the drawings are presented in Exhibit "F".

6.3 Submittal, District Review, and Approval of the Design and Design Drawings

Developer shall submit drawings for review and approval by District. District will review the Project design and drawings for conformance with District standards and sound engineering practices. Developer shall have Developer's Engineer correct all noted errors, omissions or discrepancies in the design or drawings identified by District in its review. Failure of District to discover or note errors, omissions or discrepancies in the design or drawings at any point in the review process shall not relieve Developer of the responsibility to make any necessary corrections and implement the required changes at Developer's expense. District may, at its sole discretion, approve, request modifications to, or reject the design as presented in the drawings. Upon preliminary approval by District, Developer shall submit final drawings and AutoCAD files. Requirements for preparation and submittal of drawings are presented in Exhibit "F."

Drawing approval by District staff is required before the pre-construction conference will be scheduled and before construction may begin. District approval of the drawings will be noted on the final drawings by signature of the authorized District representative in the "Approved by Northshore Utility District" signature block. After approval, District will prepare all copies for use by the District. Developer shall be responsible for producing all copies required for Developer's needs.

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It is the responsibility of the Developer or Developer's Engineer to notify the District if information related to the project changes or impacts the review and approval of the design drawings or developer extension agreement. Approval is based on information submitted by the Developer or Developer's Engineer during the review process. If changes occur or additional information is submitted after approval, the District may elect to have new design drawings submitted for approval and the agreement modified, amended or re-executed.

6.4 Coordination for Review and Approval by Other Agencies

Developer shall be responsible to provide for all reviews, approvals, and certifications required by all agencies having jurisdiction over the Project. Developer shall submit copies of the approved drawings to the appropriate approving agencies for necessary permits, approvals, and certifications, except that District shall obtain right-of-way permits from the appropriate jurisdiction. District will provide Developer with a list of all water and sewer related permits required for the Project. Should changes to the drawings be required to obtain permits, approvals and certifications, Developer shall have the required changes made and resubmit revised drawings to District for approval. Copies of all determinations issued that require changes shall be provided to District for verification of the need for design changes and construction modifications.

6.5 Coordination of Utility Installations

Developer and the Developer's Engineer shall be responsible for coordination of locations of all utilities within the Project or otherwise affecting the Project.

7. Easements

All easements shall be obtained by Developer and submitted on District forms without cost to District. All easements shall be reviewed and approved by District prior to obtaining the Grantor(s)' signature(s) and approval. **Executed** (signed and notarized) **originals of all easement documents shall be delivered to District at least two weeks prior to scheduling of the preconstruction conference** to allow for recording of the easements.

All easements shall conform to the District's easement policy and standards concerning description, width, access, other utilities that may be located within the District easement and protective features. This may include the existing easements being re-written and re-recorded. Developer shall provide District with supporting data to verify the location of all easements and conformance with District policy. Easement descriptions shall be clearly written so that the easement can be plotted from the description. Developer shall, upon request, provide satisfactory title insurance insuring, without exception, the District's interest in all easements conveyed to District.

In situations where an existing water or sewer easement is present on site, District may, at its sole discretion, require the existing easement(s) be re-written to incorporate the additional needed easement. District will record the new easement and release the former easement(s).

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Permanent easements shall be conveyed to District free of any permanent structures or other structures that interfere with District maintenance, repair, and replacement responsibilities as identified in the easement documents. Developer agrees not to construct or install any structures on the easement after District has accepted the Project. Structures that are constructed on the easement may be removed by the District and costs incurred charged to the Developer. Excess fill material placed with easements may require the Developer to provide calculations necessary for the District to determine impacts.

All general utility easements designated upon the face of the Plat Drawings shall include Northshore Utility District as a named Grantee and reference "water meters" and "sewer stubs" where applicable.

All easements granted to District, or existing easements previously obtained by the District and in which work is to be performed, shall be field staked by Developer prior to beginning, and maintained during, construction of the Project.

All work within an off-site easement(s) will require the Developer to obtain the property owner's signature(s) on a Restoration Release Form for each parcel within which work is performed. The necessary form is included as Exhibit "H".

8. Indemnifications

Developer shall indemnify, defend and hold District, its elected officials, employees and representatives, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Project, except for injuries and damages caused by the sole negligence of District.

Developer shall indemnify, defend and hold District harmless from any liability or expense, including attorney fees, incurred by District by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility, or any easement granted by a private party to District for the purpose of enabling Developer to undertake construction within any right-of-way or on off-site private property. Developer further agrees that if any official or easement grantor complains to District that Developer is violating the District's franchise, permit or easement in any respect, or if Developer damages any infrastructure facilities, then District shall give Developer reasonable notice to comply with the franchise or permit or to make repairs or restoration. If District deems it necessary to make any repairs or restoration (emergency or otherwise), then Developer shall, in addition to the indemnification provisions, reimburse District for the cost thereof.

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 Developer, or Developer's agents, and District, its elected officials, employees, and representatives, Developer's liability hereunder shall be only to the extent of Developer's or Developer's agent's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under the Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE

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PARTIES. Developer further agrees to indemnify, defend and hold District harmless against all liabilities associated with any of the Developer's agent's failure, or refusal, to waive immunity under Industrial Insurance, Title 51 RCW. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Liability Insurance

Developer shall be responsible, either as Developer or through the Developer's Engineer, or Contractor, to procure from insurance companies that have an A.M. Best rating of "A VII" or better, and maintain insurance coverage's of the types and in the amounts listed below against claims which may arise from or in connection with the performance of the work hereunder by Developer, the Developer's Engineer, the Developer's contractor and any subcontractors and any other agent of Developer. District, its elected officials, employees and representatives shall be named as additional insured's under the commercial general liability policy.

Proof of the existence of the Commercial General Liability and Automobile Liability insurance policies shall be provided to District with Certificates of Insurance for each policy accompanied by a certified copy of all amendatory endorsements applicable solely to this Project, including the endorsement naming District, its elected officials, employees and representatives as additional insured's, prior to the pre-construction conference.

Insurance Type	Coverage per Occurrence	Aggregate Coverage
Commercial General Liability – Covering all liabilities arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability for liability arising from explosion, collapse or underground property damage.	\$1,000,000.00* **	\$2,000,000.00* ** plus \$2,000,000.00 products-completed aggregate limit
Automobile Liability – All owned, non-owned, hired and leased vehicles	\$1,000,000.00	\$2,000,000.00
Worker's Compensation	As Required by State Law	As Required by State Law

* The Commercial General Liability policy shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

** The aggregate provisions of the Commercial General Liability policy shall be amended to show that the aggregate limit of the policy applies separately to this project.

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The insurance policies shall not contain a deductible or self-insured retention in excess of \$10,000 unless approved by District. Providing coverage in the stated amounts shall not be construed to relieve Developer from liability in excess of the stated limits.

All policies shall be kept in force until District accepts or terminates the Project, whichever is earlier. District shall be deemed as having been given written notice of cancellation, non-renewal, material reduction or modification of coverage upon receipt of notice at least 30 days prior to the effective date of the change. Certificates of Insurance containing a clause indicating that the Insurer will "...endeavor to mail..." notification, but that "...failure to mail notification shall impose no obligation or liability of any kind upon the company, its agent or representatives" will not be accepted and shall not relieve Developer of responsibility for maintaining the required insurance coverage's.

The coverage provided by the insurance policies are to be primary to any insurance maintained by District, except with respect to losses attributable to the sole negligence of District. Any insurance maintained by District that might cover this Agreement shall be in excess of Developer's or Developer's contractor's insurance.

10. Technical Specifications and Standard Details

The Northshore Utility District Specifications and Standard Details for Water and Sewer Construction applicable at the time of construction of the project improvements shall be used.

11. Performance Bond

Not Applicable.

12. Early Use of the System Extension(s)

12.1 Prior to Final Paving – Fire Protection Use

District may, at its sole discretion, allow Developer to utilize the extension(s) to obtain fire protection service (activation of fire hydrants) only, prior to the final paving of streets within the development, subject to the following:

- Authorization of early use of the system for fire protection service is not considered final approval and shall not constitute the date of final acceptance.
- All other work related to the extension(s), covered by this Agreement, has been completed and tested and is ready for final acceptance.
- All subgrade work is complete and at least two inches of asphalt or asphalt treated base (ATB) are in place and have been approved by the local jurisdiction authorizing the development.
- All outstanding balances in the DDA have been paid.
- A deposit to the DDA, in the amount determined using the table in Section 12.2, has been made to cover the cost of all uncompleted manhole, valve box, and meter box adjustments necessary upon completion of final paving and grading.

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12.2 Early and Temporary Water Meter Installations and Side Sewer Connections

No water meter installations will be authorized or side sewer permits issued until after final acceptance of the extension(s) and transfer of ownership to District with the following exceptions:

- District may, at its sole discretion in a multi-family development, and subject to the above requirements plus payment of all Connection Charges for the development, allow installation of one temporary water service with a ¾-inch meter and issuance of one corresponding side sewer permit prior to the final paving of streets within the development for the express purpose of providing temporary water and sewer service to a model unit. The decision to allow temporary service shall not be interpreted as having provided permanent service to the unit and the meter may be removed at any time at the sole discretion of District.
- District, at its sole discretion, may, in a single-family residential development, allow installation of water meters and issue side sewer permits prior to the final paving of streets within the development subject to the above requirements for fire protection use plus the following:
 - All requirements for acceptance and transfer of ownership have been met, including payment of all Connection Charges.
 - All outstanding balances in the DDA have been paid.
 - A cash deposit (performance guarantee), over and above the Close-Out Deposit, has been made to the DDA in the amounts below to cover the cost of all work yet to be completed in conjunction with the final paving and repair of meter boxes and setters. This deposit shall remain on deposit with District until final paving is completed and all adjustments and repairs to the extensions have been completed.

Manholes	\$ 500.00 per Manhole
Valve Boxes	\$ 250.00 per Valve Box
Meter Boxes	\$ 100.00 per Meter Box

13. Limitation of Period of Acceptance

Developer shall diligently pursue and complete all of Developer's obligations under this Agreement. Failure of Developer to complete all obligations under the Agreement, including attainment of the construction and formal acceptance milestone within 18 months from the date of execution of this Agreement, shall relieve District of any obligation to accept the Project and transfer of ownership from Developer.

Extension of this agreement, or the construction completion and final acceptance milestone, may be allowed only upon Developer's written request and by mutual agreement in principle between Developer and District **PRIOR TO EXPIRATION**, as applicable, of the Agreement or the construction completion and final acceptance milestone. Any extension or new agreement necessary by reason of failure to obtain an extension prior to expiration, will be at District's sole discretion and will be subject to any

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new or amended resolutions, policies, standards and specifications, connection charges, potentially revised District financial participation calculations, payment of required deposit amounts and policies adopted or established after the execution of this Agreement.

14. Final Acceptance

Final acceptance by District shall be defined as the formal action of the Board of Commissioners of Northshore Utility District to accept the Developer's obligations for construction of the specified extension(s) and appurtenances, under the terms of this Agreement, as complete and to accept the transfer of ownership of the extension(s) from Developer to District by Bill of Sale.

14.1 Conditions of Final Acceptance

The following conditions shall be met prior to final acceptance and provision of service to the real property described in this Agreement:

- All terms and conditions of this Agreement, the Drawings and Specifications and other District requirements have been complied with.
- All easement issues have been resolved and easement documents have been submitted to and accepted by District.
- All construction activities have been completed, inspected, and approved by District.
- All Restoration Release forms (if required) have been signed by the property owners affected by the Project and submitted to District.
- The required Maintenance Bond has been provided to District. (See Section 17.1) All fees, Connection Charges and outstanding financial obligations due to the District have been paid in full, with consideration being allowed for any credits for prior payments and District financial participation in the project.
- The required Close Out Deposit amount has been paid or remains in the DDA.
- The completed as-built surveys and Surveyor's stamped, marked-up drawings have been submitted.
- One copy of the Final Plat drawings that have, or are to be, submitted to the land use jurisdiction, have been submitted to District.
- The minimum sewer outlet elevations (if required to be set) are documented on the face of the plat drawings.
- All documents required for transfer of ownership of the Extension(s) have been submitted, including the following documents required to be executed by Developer:

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- The Bill of Sale, Affidavit of No Liens and Exhibit "A" (the Project Description form) detailing all components of the facilities to be transferred. The Bill of Sale will be prepared by the District for the Developer's signature.
- The Certificate of Cost stating the actual cost of the Extension(s) being transferred to District.
- All warranties and guarantees specifically required in this Agreement have been obtained with District identified as the Owner/beneficiary, and submitted.

14.2 District Not Obligated to Accept Extensions Under Certain Conditions

District shall not be obligated to accept title to the Extension(s) or to provide service to the property described in this Agreement if any of the following conditions applies:

- Any one, or more, of the conditions stated in Section 14.1 has not been met.
- Any facility or project not associated with this Project, but necessary to provide service to the benefiting property described in this Agreement, and being constructed by Developer, District, or by third parties, has not been completed and ownership transferred to District.
- Any fee or Connection Charges, or portions thereof, remain unpaid.

14.3 District Not Obligated to Provide Service Until After Final Acceptance

District shall not be obligated to allow service connections to its system(s) within the benefiting properties or along exterior lines constructed as part of the project, until after final acceptance of the Project and transfer of ownership.

15. Date of Final Acceptance

The date of final acceptance shall be the date upon which the Board of Commissioners of Northshore Utility District takes formal action to accept the project and the transfer of ownership.

16. Effect of Final Acceptance

Acceptance of the extension(s) by District's Board of Commissioners commences the "Warranty Period" and transfers ownership of the extension(s) to District for operation as a public system subject to District rules and regulations, conditions of service, and service charges.

17. Developer Is Responsible for Repair or Replacement of Defective Materials and Workmanship - Maintenance Bond Required

Developer shall be responsible for any deficiencies or failures in materials or workmanship, including road settlement or pavement damage, during the Warranty

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Period. The Warranty Period shall be a period of two (2) years after date of final acceptance of the Extension, with a Warranty Period extension to provide two (2) years of additional coverage upon acceptance of any item(s) requiring repair or replacement during the initial Warranty Period.

17.1 Maintenance Bond Required

Prior to final acceptance by District, Developer shall provide District with a Maintenance Bond (cash or surety) as a guarantee of Developer's performance to replace or repair any and all deficiencies or failures that occur during the Warranty Period. The Bond shall be on the bonding company's standard form and shall guarantee Developer and/or the bonding company will correct the deficiencies or failures that arise in the Extension(s) within the Warranty Period. All deficiencies or failures corrected shall extend the Warranty Period for the corrected item(s) for two (2) years, unless otherwise directed by the District, from the date of acceptance of the repairs by District. The expiration date of the Maintenance Bond shall be a minimum of four (4) years after the date of final acceptance of the Project to allow for necessary extensions. If subsequent deficiencies or failures of corrected items occur that will result in the Warranty Period extending beyond the four-year expiration period, a separate bond will be required. Upon completion of the Warranty Period, or extended maintenance period if required, with no failures noted, District will release the Bond in writing. A precondition of District's release of the Maintenance Bond shall be payment by Developer of all outstanding expenses incurred by District.

The amount of the Maintenance Bond shall be determined in accordance with the following table:

	Performance Bond Amount Required	Required Maintenance Bond Amount
1	\$ 0.00 to \$25,000	\$7,500
2	\$25,001 to \$50,000	\$10,000
3	Greater Than \$50,000	20% of Performance Bond Amount

17.2 Correction of Defects Occurring Within Warranty Period

When defects in the extension(s) are discovered within the Warranty Period, Developer shall start work to remedy any defects within fourteen (14) calendar days of receipt of notice from District and shall complete the work within the timeframe established by District. In emergencies, where damages may result from delay or where loss of service may result, or if Developer does not commence and/or accomplish corrections within the time specified, District may make the necessary corrections and Developer shall reimburse District for the cost thereof. The amount of Developer's reimbursement to District shall include the costs of repairing all damages, deficiencies or failures and all expenses incurred by District resulting from all damages, deficiencies or failures in Developer's work, including, but not limited to, costs of materials, labor, engineering, inspection, testing and supervision by District or the District's Engineer, and all claims resulting from the failure of the Extension(s) and/or Developer's failure to respond within the time period specified in the notification.

18. Contracting Out Construction

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Developer may contract or subcontract out construction work to install the Extensions subject to the following:

District has a substantial interest in determining that the Extensions are constructed and connected to District's existing system in a good, workmanlike manner. Therefore, Developer agrees to submit the names of all contractors, subcontractors, materialmen and suppliers to District no later than 14 days before the commencement of construction. District reserves the right to approve or disapprove same, which approval by District shall not be unreasonably withheld. In determining whether contractors, subcontractors, materialmen, and suppliers are acceptable, District may take into consideration prior work performed by same in District, available manpower and equipment, financial ability, and prior experience performing work similar to that to be performed pursuant to this Agreement. If any contractor, subcontractor, materialmen, or supplier is unacceptable, District shall give notice of same to Developer no later than 7 days before the commencement of construction. Developer agrees that construction of the Extensions shall not commence until all contractors, subcontractors, materialmen, and suppliers are accepted by District.

Developer shall be fully responsible for the acts and omissions of Developer, as well as Developer's employees and agents, Developer's contractors or subcontractors and persons employed, directly or indirectly, by Developer's contractors or subcontractors. District reserves the right to require Developer to replace any of Developer's contractors, subcontractors, materialmen, or suppliers upon a finding of continued unsatisfactory materials, workmanship, superintendence, or progress. Developer agrees to require Developer's contractor or subcontractor to make all changes necessary to correct unsatisfactory materials, workmanship, superintendence and progress and to replace Developer's contractors, subcontractors, materialmen, or suppliers upon failure to implement the needed changes.

If Developer fails to replace any of Developer's contractors, subcontractors, materialmen, or suppliers with a satisfactory substitute within 10 days of notice from the District to remove any such contractors, subcontractors, materialmen, or suppliers, then District may terminate this Agreement under Section 27.

If Developer utilizes a separate contractor or subcontractor to perform any of the work pursuant to this Agreement, the Developer shall insure that the contractor or the subcontractor complies with all terms and conditions of this Agreement. References to Developer and Contractor or Subcontractor in the Construction Provisions and Engineering Specifications attached to this Agreement shall be construed to mean any person or entity responsible for performing the construction activities necessary to build the project.

District shall have no right of control (actual or implied) over the execution of the work undertaken by any contractors or subcontractors retained by Developer. Developer shall be solely responsible for the acts or omissions of such contractors and subcontractors. Any inspection, review or observance by District concerning the progress or execution of the work is solely for the purchase of monitoring compliance with the terms and conditions of the Agreement.

19. No Assignment Without District Approval

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This Agreement, and Developer's rights and responsibilities resulting from this Agreement, may not be assigned without the prior written consent of District.

20. No Third Person Shall Have any Rights Hereunder

This Agreement is made only for the benefit of the owner of Property, Developer, District, and their successors in interest. No third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

21. Remedies Available to District - Unpaid Accounts to Become Liens Against Property

It is agreed by the parties to this Agreement that if Developer fails to pay, when due, any fees or charges, or to reimburse District for any expenses incurred as a result of District entering into this Agreement, then the outstanding amount shall be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition to other remedies, Developer specifically authorizes District to:

- File a lien against the Property identified in this Agreement (benefiting property) at any time this Project has an amount owing that has not been paid in full within 30 days of notification by District that the account is in arrears, and;
- Commence foreclosure proceedings in the manner established by RCW 57.08.081.

District may also stop work on the Project upon failure of Developer to reimburse District in a timely manner, or if unusual costs are incurred that exceed the amount remaining in the DDA. All work performed by Developer during a period of work stoppage by District due to an insufficient account balance shall be subject to full inspection, or re-inspection, including exposing all buried facilities upon resumption of activity on the project by District.

22. Laws to Be Observed

Developer and all contractors and subcontractors shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work that is the subject of this Agreement. Developer shall pay all expenses incurred for complying with applicable laws, ordinances and regulations.

23. Governing Law/Forum

This Agreement shall be construed and enforced in accordance with the law of the State of Washington. Any suit to enforce the provisions of the Agreement shall be brought in the Superior Court of King County, Washington.

24. Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Developer and District shall be referred for determination in the following steps:

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24.1 Dispute Resolution

Participation. In the event that any dispute arises between the parties as to the interpretation or application of any term of this agreement, or as to the validity of any claim made by either party against the other as a result of this agreement, and the parties are unable to resolve the dispute through negotiations, the parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other party.

Selection of Mediator. Upon the giving of notice by either party as provided above, the parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the parties cannot agree on any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either party may terminate the dispute resolution process or the parties may, by agreement, seek other means of resolution.

Conflicts of Interest. Each party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both parties agree in writing.

Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each party shall bear its own costs and expenses.

Mediation Session. The mediation session is intended to provide each party with an opportunity to present its best case and position to the other party and the neutral mediator and for the parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues, and generate options for settlement. The neutral mediator shall also discuss with each party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that party's position. The terms of any settlement made by the parties as the result of the mediation shall be set out in a written addendum to this agreement.

Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation. The parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either party.

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Reservation of Rights. In the event that the parties are unable to resolve the dispute through the dispute resolution process established in this paragraph, the parties reserve any and all other rights and remedies available to each of them regarding such dispute.

Jurisdiction and Venue. The jurisdiction and venue of any action arising out of this agreement shall be King County Washington Superior Court, Seattle Division.

25. Costs of Litigation

If either District or Developer commences any legal action relating to the provisions of this agreement, it is agreed that each party shall bear all of their own costs of litigation, including but not limited to costs, witness, expert and attorneys' fees. In any litigation arising out of this Agreement or related to this project, to which District is not a party, Developer shall reimburse District for all of its costs and expenses, including witness, attorney's and engineer's fees, that are reasonably and necessarily incurred as a result of litigation.

26. Notice

Unless otherwise notified, any notice required by this Agreement, and any other correspondence, shall be given at the address identified on page one of this Agreement.

27. Termination of the Agreement by the District

District may terminate this Agreement under any of the following conditions:

- Failure To Commence Construction Within 12 Months From Date Of Execution Of The Agreement By The District.
- Failure of Developer to fulfill any obligation of Developer under this Agreement.
- Failure of Developer to replace any of Developer's contractors, subcontractors, materialmen, or suppliers within 10 days of notice from the District to remove any such contractors, subcontractors, materialmen, or suppliers as provided in Section 18.

27.1 Form of Notice of Termination

Notification of termination by District will be in writing to Developer's authorized representative.

27.2 Effect of Termination at Various Stages of the Project

The effect of termination shall vary with the stage of completion of a project. Termination under this Agreement shall result in the following actions being taken:

The Agreement will be terminated and Developer shall forfeit all amounts remaining in the DDA. If the DDA has a negative balance, satisfaction of the deficit shall be in accordance with Section 21 of this Agreement.

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- District will call upon the Performance Bond to gain completion of any unfinished utility installation work deemed necessary by District to be completed.
- District will call upon the Performance Bond to gain restoration of all off-site work areas disturbed by Developer.
- District will call upon the Performance Bond to gain stabilization of all on-site utility work areas required by the entity having jurisdiction over the development to be stabilized.

Developer shall forfeit all amounts remaining in the DDA. If the DDA has a negative balance, satisfaction of the deficit shall be in accordance with Section 21 of this Agreement.

28. Complete Agreement

This Agreement, its exhibits, and its attachments represent the entire integrated Agreement between Developer and District, superseding all prior negotiations, representations or agreements, written or verbal. This Agreement may be modified, amended, or added to, only by written instrument properly signed by the parties hereto.

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

29. Execution and Acceptance

This Agreement is being simultaneously executed in several counterparts, each of which shall be deemed an original having identical legal effect. Developer ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the application and the supporting material submitted by Developer, and accepts the Agreement and agrees to all of its terms.

30. Instructions for Developer Signing of Agreement

If Developer is a corporation, this Agreement must be executed by its duly authorized representative and Developer warrants the signing party is its authorized representative.

If Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity.

If Developer is a joint venture, one separate signature page of this Agreement must be executed by a duly authorized representative of each joint venture, and be notarized for each party to the joint venture. One may sign on behalf of the others pursuant to proper power(s) of attorney.

Developer shall provide District the appropriate documents that warrant their authority to sign the Agreement, easements etc., such as Statutory Warranty Deeds, Purchase & Sale Agreements etc. to reflect its ownership of the Property or have the current, legal owner(s) of Property execute Exhibit "G-1" or Exhibit "G-2" as is appropriate.

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31. Designation of Authorized Representative

Developer hereby designates

Name: _____

Address: _____
as authorized representative to act on behalf of, and bind Developer to, any and all terms and/or obligations contained in this Agreement including but not limited to District's right to lien the property in the event of non-payment or breach of this Agreement.

32. Signatures

Developer: _____, a

☐ Corporation ☐ Partnership ☐ Joint Venture
☐ Sole Proprietorship ☐ LLC ☐ Individual Ownership

By signing this Agreement, Developer confirms that Developer has read and understand all provisions of the Agreement, including all Exhibits included with the Agreement.

_____ Signature	_____ Signature
By: _____ Print Name	By: _____ Print Name
Its: _____ Print Title	Its: _____ Print Title
Date Signed: _____	Date Signed: _____

Signature authorization must be provided for individuals signing for a corporation, partnership, LLC or joint venture.

District:

Alan G. Nelson, General Manager
Northshore Utility District
Date Signed: _____

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EXHIBIT "A"
Project Description

Project Name:	Squire's Landing Waterfront Access Project		
Developer/City Name:	Maureen Colaizzi		
Developer/City Address:	18120 68 th Ave NE		
City, State, Zipcode	Kenmore	WA	98028
City Phone:	425	984	6157
City E-mail:	mcolaizzi@kenmorewa.gov		
Project Location:	7353 NE 175 th Street, Kenmore WA 98028		

Type of Development:

- ☐ Single Family Residential Long-plat with _____ total parcels
☐ Single Family Residential Short-plat with _____ total parcels
☐ Multi-Family Residential with _____ total residential units
☐ Mixed Commercial/Residential Use with _____ total residential units and _____ buildings with _____ total water services and _____ sewer connections
☐ Commercial Development
☒ Public Agency
☐ Other (Describe) _____

Type(s) of Extension(s): ☐ **Water** ☐ **Sewer**

Lengths and Sizes of Mains to be Installed:

Within the Property being Developed: Water _____ LF Sewer _____ LF
 Within Off-site Properties in Easements: Water 190 LF Sewer _____ LF
 Within Public Rights-of-way: Water _____ LF Sewer _____ LF

Services to Be Installed: Water 1 EA Sewer _____ EA

Special Appurtenances to Be Installed:

Water:

Sewer:

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EXHIBIT "B"
Description of Property Being Developed

Legal Owners of Parcel(s) Being Developed:

Parcel Number	Current Property Owner	Current Owner's Address	Binding Sales/Purchase Agreement Signed and Copy to District- Yes/No
4164100216	City of Kenmore	18120 68 th Ave NE Kenmore, WA 98028	YES
4164100195	City of Kenmore	18120 68 th Ave NE Kenmore, WA 98028	YES
4164100200	City of Kenmore	18120 68 th Ave NE Kenmore, WA 98028	YES
4164100205	City of Kenmore	18120 68 th Ave NE Kenmore, WA 98028	YES
4164100210	City of Kenmore	18120 68 th Ave NE Kenmore, WA 98028	YES

Legal Description – see next page

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Legal Description(s) of The Parcel(s) Incorporated in Development:

PLAT LOT 16 PLAT BLOCK 3 LAKEWOOD VILLA TRS PP ACT 37950995
MOBILE HOME POR LY S OF LN 407 FT S OF & PLT SLY MGN OF NE 175TH
ST
PLAT LOT 12 PLAT BLOCK 3 LAKEWOOD VILLA TRS
PLAT LOT 13 PLAT BLOCK 3 LAKEWOOD VILLA TRS
PLAT LOT 14 PLAT BLOCK 3 LAKEWOOD VILLA TRS
PLAT LOT 15 PLAT BLOCK 3 LAKEWOOD VILLA TRS

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EXHIBIT "C"
District Financial Participation Terms

- ☒ Northshore Utility District (District) has made no commitment of financial participation in this project.
- ☐ Northshore Utility District (District) commits to financial participation in this project under the following terms:

Purpose(s):

- ☐ Compensation for extension(s) of water main(s) within dedicated public right(s)-of-way.
- ☐ Compensation for extension(s) of sewer main(s) within dedicated public right(s)-of-way.
- ☐ Compensation for extension(s) of water main(s) within the development to the "far property line" for extension(s) over and above the first extension to the far property line.
- ☐ Compensation for "oversizing" of the water main extension(s) directed by the District to be larger than 8-inch diameter within the development.
- ☐ Compensation for extension(s) of sewer main(s) within the development to the "far property line" for extension(s) over and above the first extension to the far property line.
- ☐ Compensation for "oversizing" of the sewer main extension(s) directed by the District to be larger than 8-inch diameter within the development.
- ☐ Compensation for Developer constructing/installing facilities identified in the District's current Comprehensive Plan(s) and required for operation of the District's system(s) but not specifically associated solely with the Development.

Form of Compensation:

- ☐ **A cash payment** in the amount eligible for compensation. Not to exceed

Developer's Cost Records for Compensation-eligible Facilities and Their Retention for Inspection

Developer, Developer's consultants and sub-consultants, and Developer's contractors and subcontractors shall maintain cost records and related information for the Project as a whole and separate records for all compensation-eligible facilities. These records shall include all invoices and records of payments. All records shall be kept available for inspection by District, or its representatives, for a period of three years after District makes the final payment to Developer. The one exception to the duration of required retention is when any litigation, claim or audit arising out of, in connection with, or related to, this Agreement is initiated before the expiration of the three-year period. All cost records and accounts shall be retained for three years or until any litigation, claim, or audit involving the records is completed, whichever is longer.

Developer's Authorization to Audit and Review All Records

Developer, by entering into this Agreement and agreeing to accept compensation from District for compensation-eligible facilities, authorizes District or its representatives to have access to all records, financial statements, and bank records in relation to the Project and the development in the event of any dispute related to the compensation or compensation amount.

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EXHIBIT "D"
Designation of Developer's Engineer

Developer designates the following firm and individual as the Engineer-of-Record for this Project with full authority to represent Developer in all matters pertaining to the design of the sewer and/or water extension(s) to be constructed under this Agreement.

Engineer of Record:	Steve Roberts
Firm Name:	Davido Consulting Group
Address:	9706 4 th Ave NE, Suite 300
City, Zipcode	Seattle 98115
Telephone Number:	206-523-0024
Email:	steve@dcgengr.com

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EXHIBIT "E"
Connection Charges

SEE ATTACHED IF APPLICABLE

Sewer Connection Charges	\$32,351.00
Water Connection Charges	\$9,009.00
Fire Protection Charges	0.00
Irrigation Charges	\$8,200.00
Estimated Total	\$49,560.30

Note: The connection charges listed above are preliminary only. Connection charges may be adjusted prior to District acceptance of the project in order to reflect any changes in the final number of services or the actual water meter size(s) installed. Connection charges are calculated as set forth in the District's current policy. If the Project is sold or the Developer Extension Agreement is terminated, the connection charges may be adjusted to reflect the current policy.

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EXHIBIT "F"
**District Standards for Preparation and
Submittal of Drawings**

General Drawing Requirements

- 1. Submittal Information and Supporting Documents** - The following shall be submitted for Application Review of the proposed Project:
 - One set each of water and sewer plans in pdf format
 - One (1) copy of the preliminary plat drawing(s) prior to construction.
 - One (1) copy of supporting drawing(s) if applicable: site grading plans, storm drainage plans and profiles, road profiles, typical road cross sections and landscaping plans.
 - One (1) copy of supporting drawing(s) for non-single family structures if applicable: architectural, mechanical and plumbing plans including building elevations.
 - One (1) copy of the site topography plan with adjacent surface features shown a minimum of 25 feet beyond proposed site. Site topography plan to be stamped and signed by a Professional Land Surveyor (PLS). Topography plan datum in NAVD 88.
 - One (1) copy of geotechnical report, wetland studies, mitigation plans, hydraulic project approval (HPA) or other special reports associated with the proposed development if applicable.
 - All proposed general utility easements designated on the face of the plat drawings must show Northshore Utility District as a named Grantee.
 - Approved fire hydrant location and fire flow requirements from the local jurisdiction's Fire Marshall.
 - Proposed water meter sizes and supporting calculations for non-single family structures.
 - The minimum sewer outlet elevation documented on the face of the plat drawings.
 - Minimum sewer outlet elevations for houses or structures where specified or where potential sewer service to houses or structures is a controlling factor.
 - Access road clearly labeled and identified as public or private.
- 2. Drawing Criteria** – Drawings shall conform to the following standards:
 - Sheet size shall be standard "D" size drawings (22 inches by 34 inches).
 - Scale:
 - Plan – Acceptable plan scales are 1"=20' and 1"=30'.
 - Profiles – Acceptable profile scale is 1"=5'.
 - Drawing sheet organization: combined water and sewer sheets will not be accepted. If either plan set (water or sewer) contains 2 or more sheets, provide a cover sheet. Do not include a cover sheet if less than 2 sheets.
 - Drawing Layout:
 - Plan views shall be oriented with north to the top of the sheet or to the left on the sheet.
 - Standard plan and profile sheets shall have the plan in the upper half of the sheet and the profile in the lower half of the sheet.
 - Profiles will be oriented to show slope in the same general direction as plan view.
 - Profiles shall show all existing finished floor elevations and all critical and specified future minimum sewer outlet elevations.

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- General Drawing Requirements:
 - Quarter -section, Township and Range shown on all sheets.
 - Legal description of project being developed.
 - Table of contents if more than two sheets.
 - Title block with typical project information.
 - Legend, vicinity map, north arrow and drawing scales.
 - Vertical Datum: NAVD 88. Location and elevation of permanent benchmarks and benchmarks used for establishing local project control.
 - Horizontal Datum: Washington State Plane Coordinate System, NAD 83/91.
 - An approval signature block for District signature located in the lower right corner of the sheet.
 - Existing features shall be screened or shown as half-toned in order to clearly distinguish existing features from proposed improvements.
 - Drawings shall include District name, Developer and Engineering firm who prepared the drawings, Owner, Surveyor and other utilities and shall include contact information for each.
 - Preliminary drawing shall contain the Engineer's Professional Stamp and be marked "Preliminary Drawings – Not for Construction" or similar wording.
 - Final Drawings shall contain the Engineer's Professional Stamp and be signed and dated by the Engineer of Record.
 - If topographic mapping and property boundary lines are provided in a separate base topographic and property line drawing, this drawing shall contain the Professional Land Surveyor's Professional Stamp and signature. If topographic and property line information is not provided in a separate base topographic and property line drawing, all drawings containing topographic and property line information shall contain the PLS professional stamp and signature in addition to the Engineer's stamp and signature.
 - Standard details shall not be shown on the drawings. Reference the appropriate District Standard Details.
- Plan views shall show:
 - Right of way lines.
 - Centerline of right of way.
 - Lot lines.
 - Lot numbers.
 - Street names (identify if public or private street).
 - All easements.
 - All improvements – existing or proposed.
 - Current District sewer and water general notes.
 - Water lines shall be shown screened or half-toned on sewer plan views for reference only.
 - Sewer lines shall be shown screened or half-toned on water plan views for reference only.
 - Contours shall be shown at 2-foot intervals with 10-foot contours in bold and elevations labeled. Contours shall extend 25 feet beyond property lines.
 - Rockeries with top of wall and toe of wall indicated (with elevation).
- Profiles shall show:
 - Profiles shall show all existing finished floor elevations and all critical and specified future minimum sewer outlet elevations.
 - All utility crossings, including storm, shall be shown on the profile view at crossings of the sewer.

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- All utility crossings, including storm, shall be shown on the profile view at crossings of the water line. Note: The District may require that a profile be shown for the water line if multiple utility crossings occur. Please verify with the District if water line profile is required.
- Unusual subsurface conditions and the ground water table identified in applicable geotechnical report(s) shall be shown on the profile view.

3. Final Drawing Submittal Requirements – When the drawings are ready for District approval, the following submittal shall be supplied to the District:

- One set each of water and sewer plans in pdf format containing the Engineer's stamp and signature.
- One pdf of all other plat drawings containing the Engineer's stamp and signature.
- One pdf the final plat drawing(s) upon completion of construction.
- Non-rasterized (no bitmaps) current drawing file(s) on compact disk or emailed in AutoCAD version R2000 or newer including all externally referenced or linked data and drawings (Xref's), externally referenced font files, scripts and any attached blocks including the paper space (if applicable) title block, revision block and vicinity map.
- Final as-built drawings. As-built drawing requirements and instructions will be provided by the district upon completion of the construction.
- Drawing files may be submitted via e-mail to tclark@nud.net.

Squire's Landing Waterfront Access Point
Account # 261728

EXHIBIT "G -1"
Property Owner's Authorization - Individual Ownership

I/we, _____,
the legal owner(s) of the real property located at:

_____,

and legally described as:

do hereby authorize _____
(Name of Developer)

to act on my/our behalf, for the application for water and/or sewer service(s) from Northshore Utility District, by entering into this Developer Extension Agreement and for all terms and/or obligations contained therein, including but not limited to Northshore Utility District's right to lien and foreclose upon the above-described property in the event of non-payment or breach of said agreement.

Both spouses must sign where applicable:

Signature
By: _____
(Print Name)
Date Signed: _____

Signature
By: _____
(Print Name)
Date Signed: _____

Squire's Landing Waterfront Access Point
Account # 261728

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed
this instrument, on oath stated it to be his/her/their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

Residing at: _____

Squire's Landing Waterfront Access Point
Account # 261728

EXHIBIT "H"
Property Owner's Approval of Restoration

I/We, the undersigned owner(s) of property identified as:

Address: _____

Property Legal Description or Tax Lot Number: _____

do hereby approve and accept the restoration work done on, over and across my/our,
property by:

(Name of the Contractor)

(Both spouses must sign where applicable)

_____	Signature
By: _____	(Print Name)
Date Signed: _____	

_____	Signature
By: _____	(Print Name)
Date Signed: _____	



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Consultant Services Agreement with Gordon Thomas Honeywell. Proposed Council Action/Motion: Authorize the City Manager to enter into Contract No. 21-C2752, Consultant Services Agreement with Gordon Thomas, through December 31, 2022.	For Council Meeting Agenda of: September 13, 2021 Department: City Manager's Office <table> <tr> <td></td><td><u>Initial & Date</u></td></tr> <tr> <td>Approved by City Attorney:</td><td>N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td>LS 9/3/21</td></tr> <tr> <td>Approved by City Manager:</td><td>RGK 9/3/21</td></tr> </table> Attached: Contract No. 21-C2752 with proposed changes.		<u>Initial & Date</u>	Approved by City Attorney:	N/A	Approved by Finance Director:	LS 9/3/21	Approved by City Manager:	RGK 9/3/21
	<u>Initial & Date</u>								
Approved by City Attorney:	N/A								
Approved by Finance Director:	LS 9/3/21								
Approved by City Manager:	RGK 9/3/21								
<u>BACKGROUND:</u> Gordon Thomas Honeywell (GTH) is a governmental affairs firm that specializes in helping cities advocate for funding and policies at the State level. The City of Kenmore has utilized the services of GTH over the last decade and has seen the benefits of such services in the form of state funding and policies. This agreement continues the relationship between the City of Kenmore and GTH another year through 2022. The 2021 contract is \$3,900/month and ends on December 31. GTH has not raised its rates since 2016 and is proposing a 5 year cost of living adjustment. With this adjustment the proposed new rate would be \$4,300/month (plus annual expenses not to exceed \$3,000). GTH will continue to advocate for the City of Kenmore's adopted state legislative agenda leading up to and during the State Legislature's 2021 Legislative Session.									
<u>FISCAL CONSIDERATION:</u> The City has adequately budgeted for this annual contract amount of in the upcoming biennium.									
<u>COUNCIL POLICIES ADDRESSED</u> All City Council Goals									

Contract No. 21-C2752

CONTRACT FOR CONSULTANT SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Gordon Thomas Honeywell, whose principal office is located at Tacoma, WA ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.
1. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit A

___ A sum not to exceed \$

___ Other: _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

Gordon Thomas Honeywell

Contract No. 21-C2752

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 1, 202~~24~~²¹ and ending December 31, 202~~24~~²¹ unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any -records, -files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced -by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

6. Indemnification.

A. The Consultant shall protect, defend, indemnify -and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

The Consultant shall procure and maintain for the duration of this 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 Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant 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.

Consultant 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, \$1,000,000 general aggregate.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

Consultant 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 Consultant before commencement of the work.

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

1201 Pacific Avenue, Suite 2100
Tacoma, WA 98401

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

and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, 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.

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____

By: _____

Rob Karlinsey

Briahna Murray

Title: City Manager

Title: Vice President

Date: _____

Date: _____

ATTEST AS TO FORM:

Dawn Reitan, City Attorney

Gordon Thomas Honeywell

Contract No. 21-C2752

EXHIBITS A/B

Kenmore 2024¹² Scope of Work For State Legislative Services:

1. Work with the City of Kenmore to develop and refine a legislative agenda, including but not limited to pursuing transportation funding, incentives to advance economic development opportunities within the city, increased regulatory authority around certain local businesses, and pursuing capital funding.
2. Develop policy papers and other informational materials on priority legislative agenda items.
3. Identify and track all relevant legislation introduced to the Washington State Legislature.
4. Continually meet with legislators on behalf of the City of Kenmore, including the legislative delegation, committee and party leadership, and others. Identify opportunities for the Mayor to engage in the legislative process, and travel to Olympia.
5. Provide the City with weekly reports and tracking lists during the legislative session and provide the City with monthly reports during the legislative interim.
6. Participate in the Association of Washington Cities on behalf of the City of Kenmore.
7. Participate in the Washington Highway Users Federation on behalf of the City of Kenmore.
8. Attend all relevant legislative hearings, meetings, and stakeholder groups.
9. Coordinate City officials to testify at relevant legislative hearings and to meet with the City's legislative delegation in Olympia and during the interim.
10. Lobby to amend, defeat, or pass legislation or budgets that affect the City of Kenmore's interests.
11. Coordinate with the City's federal lobbyists to provide reasonable levels of assistance with the Washington State Congressional delegation as requested.

Manager Arrangement:

Briahna Murray, Vice President of Gordon Thomas Honeywell Governmental Affairs, will serve as both the contract and project manager for the City of Kenmore. She will be assisted by additional governmental affairs consultants as needed.

Fees:

Gordon Thomas Honeywell

Contract No. 21-C2752

Gordon Thomas Honeywell Governmental Affairs will provide the above scope of work for a monthly fee of \$~~3,900~~4,300 for an annual amount of \$~~46,800~~51,600.

Expenses

In addition to the fee above, Gordon Thomas Honeywell Governmental Affairs will expense for communication expenses not to exceed \$3,000.

Term:

The duration of the contract between the City of Kenmore and Gordon Thomas Honeywell Governmental Affairs will be from January 1, 202~~2~~4 through December 31, 202~~4~~2.

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
6700NE 181st
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attached itemized description of services provided.

Specific Program: _____

Authorized Signature

For Department Use Only

BUDGET SUMMARY

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

| Gordon Thomas Honeywell

Contract No. 21-C2752

Approved for Payment by: _____

Date: _____

EXHIBIT D
CITY OF KENMORE
6700 NE 181st
Street
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Gordon Thomas Honeywell

Contract No. 21-C2752

Date: _____ Authorized Signature _____

| Gordon Thomas Honeywell

Contract No. 21-C2752

IX. F. Authorize the City Manager to enter into Contract No. 21-C2752, C...



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Update from Northshore Fire Commission Representative and Update from Union Local 2459 Representative Proposed Council Action/Motion: <i>For Information Only.</i>	For Council Meeting Agenda of: September 13, 2021 Department: Finance & Administration – City Clerk <u>Initial & Date</u> Approved by Department Head: <u>LS</u> Approved by City Attorney: <u>LS</u> Approved by Finance Director: <u>LS</u> Approved by City Manager: <u>RSK</u> Attached: No Attachments.
<u>BACKGROUND:</u> On August 27, 2021, the City received a request from Matt Hochstein Representing the Northshore Firefighters Local 2459 Union, wishing to give the City Council a brief update on current developments and challenges. On August 28, 2021, the City received a similar request from Rick Webster, Fire Commissioner with the Northshore Fire Department. The City Council has agreed to honor the requests allow brief updates from each party. There is no action recommended for this agenda bill.	
<u>FISCAL CONSIDERATION:</u> N/A	
<u>COUNCIL POLICIES ADDRESSED</u> N/A	

Signature: *Dawn Reitan*
Dawn Reitan (Sep 3, 2021 15:59 PDT)
Email: dreitan@insleebest.com

Signature: *Leticia Salcido*
Leticia Salcido (Sep 3, 2021 15:21 PDT)
Email: lsalcido@kenmorewa.gov

Signature: *Rob Karlinsey*
Rob Karlinsey (Sep 3, 2021 15:12 PDT)
Email: rkarlinsey@kenmorewa.gov

ABOUT ▾

INFORMATION ▾

PERMITTING ▾



EDUCATION ▾

NEWS

COVID-19

🔍

51

SERVING THE COMMUNITIES OF
KENMORE AND LAKE FOREST PARK

MEETINGS INFO

Board of Commissioners Meetings.

CAREERS

View Career Opportunities and

SERVICE CONTRACT

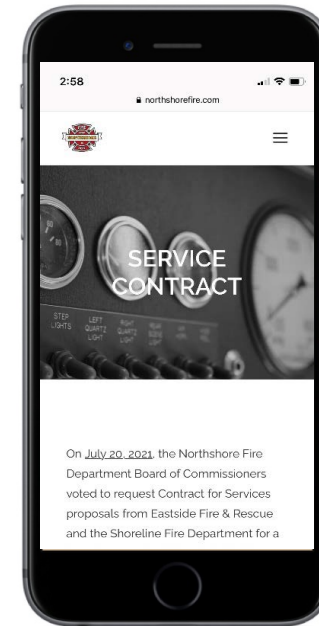
Information

PERMITTING

Permitting Information and Requests.

What is on the website

- PUBLIC INPUT
- KEY DATES
- FAQs (Coming Soon)
- SCOPE OF WORK
- CRITERIA FOR EVALUATING PROPOSALS
- EASTSIDE FIRE & RESCUE PROPOSAL (Due 9/15)
- SHORELINE FIRE DEPARTMENT PROPOSAL (Due 9/15)
- CURRENT NORTHSORE FIRE DEPARTMENT ORGANIZATIONAL CHART



Public Input

The Board of Commissioners values input from the citizens and stakeholders of Lake Forest Park and Kenmore. There are several ways to provide input regrading Contract for Services.

- ✓ Attend the September 28th Virtual Open House at 7PM via Zoom
- ✓ Complete this public survey (Coming Soon)
- ✓ Email questions and comments to the Board Secretary at boardsecretary@northshorefire.com.
- ✓ Stay connected! We're on [Facebook](#), [Instagram](#), and [LinkedIn](#)

Why now?

This is not an effort to circumvent the public rejection of the merger vote.

2019:

- Contracted with Woodinville for Fire Chief Services
- We contracted with Bothell for Fire Marshall Services
- Prior to the merger vote NFD consolidated Administration functions with Woodinville

NFD was run well at considerable cost savings for our taxpayers

NFD has held open the Fire Chief and Fire Marshall positions in anticipation of consolidation

Woodinville have contracted for Fire Services with Eastside Fire and Rescue

October 1st, Our ILA for Fire Chief and shared administrative services ends

The contract for Fire Marshall with Bothell is month to month

The Board Has Explored Our Options

We looked at Interim Fire Chief and Fire Marshal.

We looked at hiring a new Fire Chief and Fire Marshal.

We do not believe these are viable options.

We initially planned to advertise a RFP for Fire Service Contract.

We instead made direct requests to Shoreline and Eastside F&R.

- Our research showed these agencies were the only viable options

Responses from these agencies are due September 15th.

The time to make consolidation progress is now.

Why a contract for service? How is this different from a merger?

We have learned some things after decade of consolidation exploration–

- **2014/15 Facilitated Regional Fire Authority (RFA) effort with Bothell, Northshore and Woodinville**
- **2019 Fire Chief Services – Woodinville and subsequent administrative integration**
- **2021 Fire Merger Election process**
- **Examined Other Fire Department Consolidations - And there are a lot of them.**
- **We know consolidation works because we seen proof in real life models**

Merger Election April of 2021

The Woodinville and Northshore boards and the firefighters locals supported a full merger and the ballot measure was placed on the April ballot. Unfortunately there was a falling out with labor. We did learn some lessons.

Fire Service Consolidation Is Real

King County

- Valley Regional Fire
- Puget Sound RFA
- South King County Fire & Rescue
- Renton RFA
- Eastside Fire & Rescue

Snohomish County

- South Snohomish RFA -
- Snohomish County Fire District 7
- North Snohomish County Fire Authority

Regional Fire Agencies

<https://mrsc.org/Home/Explore-Topics/Public-Safety/Fire-Protection/Local-Government-Fire-Protection-Service-Providers.aspx>

Local Government Fire Protection Service Providers

Jurisdictions Listed by County

Adams | Asotin | Benton | Chelan | Clallam | Clark | Columbia | Cowlitz | Douglas | Ferry | Franklin | Garfield | Grant | Grays Harbor | Island | Jefferson | **King** | Kitsap | Kittitas | Klickitat | Lewis | Lincoln | Mason | Okanogan | Pacific | Pend Oreille | Pierce | San Juan | Skagit | Skagit | Snohomish | Spokane | Stevens | Thurston | Wahkiakum | Walla Walla | Whatcom

[▲ Back to top](#)

There are dozens more throughout Washington State

Regionalization and Consolidation

A proven tool to improve efficiencies and service provision.

- ✓ **Consistent Training**
- ✓ **Special Skills**
 - Technical Rescue, Water Rescue, HazMat teams
- ✓ **Enhanced Opportunities for Firefighters**
 - Specialty assignments, promotional opportunities,
- ✓ **Administrative Expertise and specialization**
- ✓ **More attractive hiring environment**



We Heard the Voters!

Advantages of Consolidation vs. Merger

- ✓ **Retention of Local Control**
- ✓ **Keep the Fire District and Locally Elected Board of Commissioners**
- ✓ **Keep control of the level of service**
- ✓ **Keep control of the tax rate**
- ✓ **Retain ownership of our assets:**
 - Buildings**
 - Apparatus & Equipment**
 - Reserve Funds**



Consolidation Support

For the past decade Fire Administration, the Board, and Labor have supported the concept of consolidation.

- ✓ **Expanded Capabilities**
- ✓ **Efficiencies:**
 - Fewer Chief and administrative positions**
 - More efficient operations**
- ✓ **Fewer Administrative Support Positions**
- ✓ **Single IT**



Cost Savings Are Not the Primary Reason for Consolidation...but it certainly helps

Proven Cost Savings

- ✓ Savings can be returned to taxpayers
- ✓ Used to enhance services
- ✓ Combination of the two



Mutual Aid and Borders

Services come from your local Fire Stations.

MUTUAL AID Ensures reliable response capability

Currently all King County Fire Agencies Utilize Mutual Aid Agreements.

MUTUAL AID Continues with a Contract for Service

Only Administrative Services are Consolidated

**Your fire service response
will not change!**



Community Outreach is important

We have heard the community message.

What we have done

These presentations

Community Survey

FAQ's

Info on NFD Website

Virtual Open House

Consistently involving labor in our discussions



Process Timeline

☒ July 6, 2021	Board reviewed draft RFP
☒ July 20, 2021	Requests made to Eastside Fire & Rescue and Shoreline Fire for Service Contract Proposals
☒ August 25, 2021	Board Retreat. Developed draft criteria for evaluating proposals
☒ September 7, 2021	Board meeting to finalize criteria and public outreach plan
☒ September 8, 2021	Website for service contract materials
☒ September 9, 2021	Board Chair Presentation at Lake Forest Park City Council Meeting
☒ September 13, 2021	Board Chair Presentation at Kenmore City Council Meeting
☐ September 14, 2021	Board of Commissioners Special Meeting. Finalize public survey and FAQs
☐ September 15, 2021	Deadline to Submitting Contract for Services Proposals
☐ September 17, 2021	Proposed Special Meeting to discuss proposals
☐ September 20, 2021	Discussion with Lake Forest Park City Council's Meeting of the Whole
☐ September 21, 2021	Presentations by Eastside Fire & Rescue and Shoreline Fire Department (<i>Invited</i>)
☐ September 28, 2021	Virtual Open House
☐ October 5, 2021	Additional Information and/or Interview with Shoreline and Eastside Fire Departments
☐ October 15, 2021	Notification of Agency Chosen
☐ November 15, 2021	Execution of the Agreement
☐ January 1, 2022	Initiation of Services

Conclusion

We have done our homework
We believe you can trust us



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

Subject/Topic: Indigenous Story Pole at the Town Square Proposed Council Action/Motion: Authorize the City Manager to enter into an agreement with Ty Juvinel to create an indigenous-based story pole sculpture at the Town Square, in an amount not to exceed \$72,000 plus Washington State Sales Tax, substantially in the form attached hereto.	For Council Meeting Agenda of: September 13, 2021 Department: City Manager's Office Prepared by: Rob Karlinsey <table style="width: 100%;"> <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;">_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">___RGK___</td> </tr> </table> Exhibits/Attachments: Artist Contract with Ty Juvinel Mr. Juvinel's Proposal The City's Request for Proposals		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	___RGK___
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	___RGK___										
<u>INFORMATION/BACKGROUND:</u> A sculpture has been intended for the Town Square since before it was constructed in 2017. The City recently published a request for proposals for an indigenous story pole. One artist responded to the RFP, Ty Juvinel. The story pole will be located at the east end of the lawn of the Town Square and will be approximately 11-15 feet tall. Mr. Juvinel may involve several other indigenous artists in creating this piece. The cost of sculpture is \$70,000, plus the cost of commercial liability insurance for the artist (not to exceed \$2,000), plus Washington State Sales Tax. Approximately \$40,000 from the 1% for art fund is available, and the remaining amount can come from unanticipated one-time construction sales tax to the City or American Rescue Plan Act Funding (to be determined in the near future as part of the public outreach process). The City will be responsible for providing the footing, mounting, and installation of the sculpture. We are thrilled that Mr. Juvinel submitted this proposal. Mr. Juvinel is uniquely qualified. A sculpture such as this is rich in indigenous heritage and should be produced by a member of local native tribe who is connected with their native ancestors. Mr. Juvinel meets this qualification and has spent time advising the Heritage Society and the City as well as getting to know how Kenmore history connects with its local native history. He has also successfully produced similar pieces in nearby communities. This project is iterative and requires back and forth discussion, research, and incremental evolution. This process is included in Mr. Juvinel's proposal and gives him the context he needs to make the connection between his native heritage, ancestors, and Kenmore's unique history and culture. Mr. Juvinel and Suzanne Greathouse of the Kenmore Heritage Society will be present at the September 13 City Council meeting to provide more information on this proposal, including Mr. Juvinel's experience in producing indigenous art.											



City of Kenmore Request for Proposals (RFP) Native American Story Pole at the Kenmore Town Square

RFP Number: 21-2743

RFP Title: City of Kenmore Public Art: Proposal for a Native American Story Pole for the Kenmore Town Square

Date Issued: July 13, 2021

Proposals Due: July 30, 2021
Proposals shall be delivered electronically no later than July 30, 2021 or by postal mail postmarked no later than July 30, 2021.

Proposals shall be marked and referenced as RFP #21-2743, City of Kenmore Public Art Proposal. Proposals submitted after the deadline date will not be accepted.

Proposers are encouraged to submit electronically. For electronic proposals, proposers should request confirmation that the proposal has been received.

Publication Dates: Seattle Times
Tuesday, July 13, 2021

Proposal Addresses:

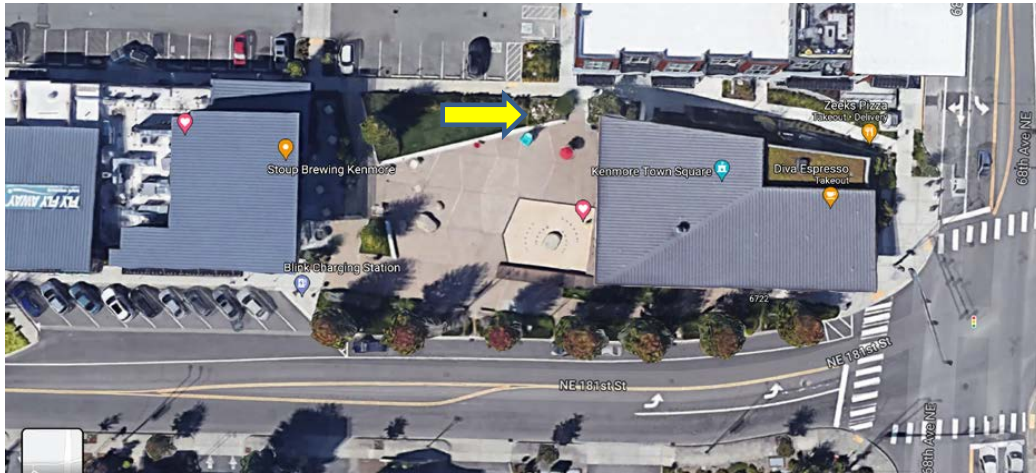
Electronic Address: bids@kenmorewa.gov

Mailing Address: City of Kenmore
Attn: City Clerk
18120 68th Ave. NE
Kenmore, WA 98028

The City of Kenmore is seeking a proposal from an artist from a local indigenous tribe to complete the design and fabrication of a signature outdoor wood carved story pole to be located at the Kenmore Town Square.

- Kenmore stands on the lands of the Coast Salish Peoples. The primary purpose of the story pole is to provide a meaningful representation and honor the history of Sts'ahp-absh - a subgroup of both the Duwamish and Sammamish Native American tribes – who inhabited the banks of the Sammamish River (known to them as Sts'-ahp). At the confluence of the Sammamish River and Lake Washington, the Sts'ahp-absh established the village of Tl' awh-ah-dees, which they used primarily as their winter quarters. In 1855, tribal leaders signed the Point Elliot Treaty, which relinquished most of their lands in northwest Washington in exchange for cash, relocation to reservations, and access to traditional hunting and fishing grounds. Most of the Sts'ahp-absh left the Sammamish River region, and their villages soon disappeared.
- The story pole will be made from wood and is expected to be between 11 feet and 15 feet tall.
- The story pole must be durable given its outdoor location.
- The story pole will be authentic to the heritage of the Coast Salish Peoples. It will include features in the artwork that reflect the City's strong connection to the land and natural environment.
- The piece may also provide elements of playfulness and fun, continuing the “Love of Kenmore” theme to foster beauty and art and connect people together.

TOWN SQUARE LOCATION FOR PUBLIC ART: The City owned Town Square is located adjacent to the northwest intersection of 68th Ave NE and NE 181st Street. The Town Square is a central community gathering space at the heart of Kenmore's downtown. The Town Square was completed in 2017 with a location identified for a signature public art piece. The location for the story pole is indicated by the yellow arrow on the aerial below and it is approximately 20 sq. ft in size:



BUDGET: The estimated budget for this story pole will be \$60,000 - \$70,000, not including sales tax or the cost of delivery and installation.

DURATION OF CONTRACT:

Once an artist is selected, the City will negotiate and execute a professional services contract with the artist for the design and fabrication of the story pole. The term of the Contract will be from approximately fall of 2021 to fall of 2022. The Contract resulting from this RFP shall remain in effect until completion and final payment of the services described in the Contract, unless terminated earlier in accordance with the City's contractual policies.

PROCESS:

Soon after the due date for proposals, the City will review the proposals and select one or more for further consideration, including an interview of potential artists. After interviews and reference checks, the City will negotiate an agreement with the selected final artist. The selected artist will meet the City Council in September, and at that same meeting the City Council will consider whether to approve the agreement. Upon execution of the agreement, the artist will proceed with the design of the story pole, and completion is expected by the fall of 2022.

BRIEF SCOPE OF SERVICES:

The scope of work for this project shall include the following: Completing a conceptual and final design for the proposed artwork. Procuring the lumber and other materials. Fabricating the story pole to final completion. Subcontracting for any work involved in the design and fabrication.

The City will be responsible for delivery of the story pole as well as designing the foundation, obtaining necessary permits, and installing the story pole to the foundation.

QUALIFICATIONS: The City supports diversity, equity and inclusion and encourages applications from artists of local indigenous tribes. As the primary purpose of the artwork is to represent and honor Native American Tribes, Native American artists local to the area are strongly encouraged to apply.

This project will require the artist to have the following qualifications:

- Familiarity with the City of Kenmore including its historical context.
- Demonstrated expertise and experience in designing and fabricating wood sculptures, including sculptures for outdoor public spaces.
- Documentation of past performance and references.
- Capability to meet schedule and budget constraints.

PROPOSAL REQUIREMENTS AND FORMAT:

Responses to this RFP must include the following:

Letter of Interest. A letter or email expressing interest in the project and describing the artist's experience in designing and fabricating indigenous wood sculptures that are authentic to Coast Salish art. The letter should also include the artist's experience or familiarity with Kenmore and its historical context. Photos of the artist's previous wood sculptures are encouraged.

Budget Estimate and Timeline: Provide a budget estimate for design and fabrication of the story pole. Include timeline expectations that reflect your experience in what is practical.

Client References: Please provide two references who are familiar with your work as an artist and ability to undertake and complete comparable projects. Include contact names, titles, and contact information.

Required Number of Proposals: 1 electronic copy (.pdf); 1 hard copy if submitting by mail.

EVALUATION PROCESS:

Proposals will be evaluated by a Selection Committee. The Selection Committee will consider the completeness of an artist's proposal and the artist's qualifications.

QUESTIONS:

Questions regarding this project may be directed to the Kenmore City Clerk via e-mail at awarhol@kenmorewa.gov. Please place "City of Kenmore Public Art RFP Question" in the subject line. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city.

Any questions will be answered in writing and posted on the City's website at <https://www.kenmorewa.gov/government/departments/finance-administration/working-with-the-city/requests-for-proposals>. It is the responsibility of the artist to check the website for any amendments or Q & A's to this RFP.

All proposals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the act or is otherwise privileged. Qualifications submitted under the RFP process shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

OTHER TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Consultant(s) must comply with the City of Kenmore equal opportunity requirements. The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation.

TITLE VI: It is the City of Kenmore's policy to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Consultant(s) shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

INDEMNIFICATION: The selected Consultant will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

BUSINESS REGISTRATION AND TAXATION: The Consultant(s) awarded the contract will be subject to City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

NON-ENDORSEMENT: As a result of the selection of a consultant to supply products and/or services to the City, Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

NON-COLLUSION: Proposal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Consultant(s) ultimately awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions, and summaries prepared by the Consultant shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Kenmore Coast Salish Art Letter of Interest;

Currently the world is mending the shortcomings of history. History is being told and understood as it really was, the good, bad and ugly. And with more understanding, the more people realize that native american groups have been systematically targeted; yet we remain. This is why I find it extremely important to work on projects that will be displayed for public viewing. Many times we are thought of as mascots and written off in history books with the trail of tears chapter as extinct. Anytime I am able to team up with an organization, city, or municipality I jump at the opportunity. I truly believe these projects help to serve the community. As a friend told me, art is an introduction to conversation, and with tribal art I get to help represent all my people, and our history.

So much of Kenmore's indigenous heritage was rolled over by urban sprawl and development, the proper diligence and blessing will definitely help ease any ancestors who used to call Kenmore home. But Kenmore is taking all the right steps to understand our history.

Thank you and I hope to work with you all soon.

Ty Juvinel,

Coast Salish Artist

juv5510@gmail.com

Ty Juvinel

425-346-8518



Ty Juvinel

Zu Waq' Sub Waq'Waq'

(Lightning Frog, Lushootseed)

Tulalip Tribes Tribal Member

Zu Waq Sub Waq'Waq' Bio

With the traditional name of Zu Waq' Sub Waq'Waq' (*Lightning frog*), The Tulalip Tribes Artist Ty Juvinel has been submerged in his culture, for as long as he can remember. Raised around his Grandmother Grace Goedel, Ty Juvinel was always influenced with his Native heritage. Ty Juvinel grew up watching Grace Godel help bring the lushootseed language back to the reservation and beyond. This is where Ty gets his can do attitude,

Ty established his creative outlet at a young age with drawing and painting graffiti. Later in life he discovered Coast Salish art and carving. He became a graphic designer for the Tulalip tribes until earning the spot as an Apprentice Carver.

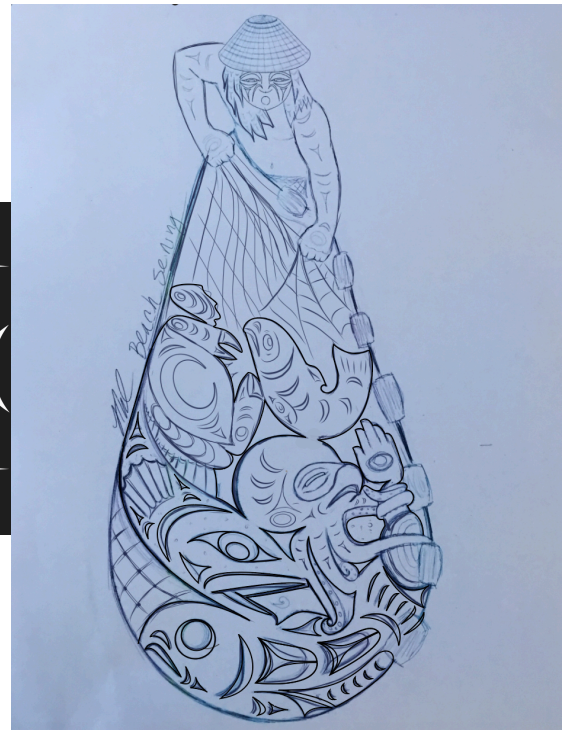
Over time, Ty Juvinel has perfected his craft and expanded his artist reach. From Children's books which he writes and illustrates, to carvings of paddles, masks, house posts, panels and much more. Ty looks towards a bright future sharing his gift with those around him.

Ty has worked with Seattle Children's Museum, UW Burke, Seattle Library, Tulalip Hibulb Museum, Edmonds Historical Museum, City of Edmonds, City of Olympia, MOHAI, and art for the recent Bernie Sanders rally.

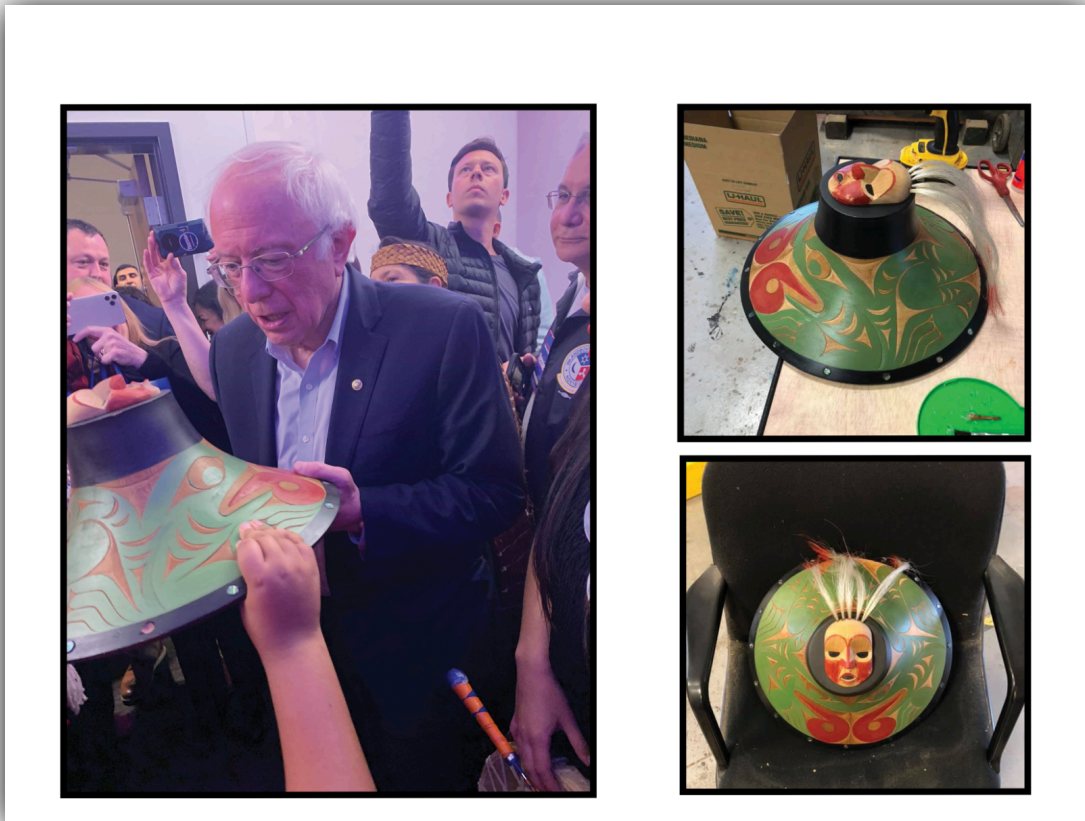
juv5510@gmail.com

Ty Juvinel

425-346-8518



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“Frog Spirit”

Growing up our elders would tell us, you must learn to live in two worlds. Our world, and the white mans world.

Frog spirit is a spiritual object which was created to honor the power and strength of frog.

I felt that our Future President Bernie Sanders carry’s many powers as Frog does. Both Frog and Bernie work with in many different worlds. The work of President Bernie Sanders can be traced through time in all the different ethnic worlds. President Bernie works in the Native American world, African American world, Hispanic American world, Asian American world, and Caucasian American world.

All these different worlds under one hat... An American hat!

juv5510@gmail.com

Ty Juvinel

425-346-8518



Billy Frank Jr Low Income Apartment building

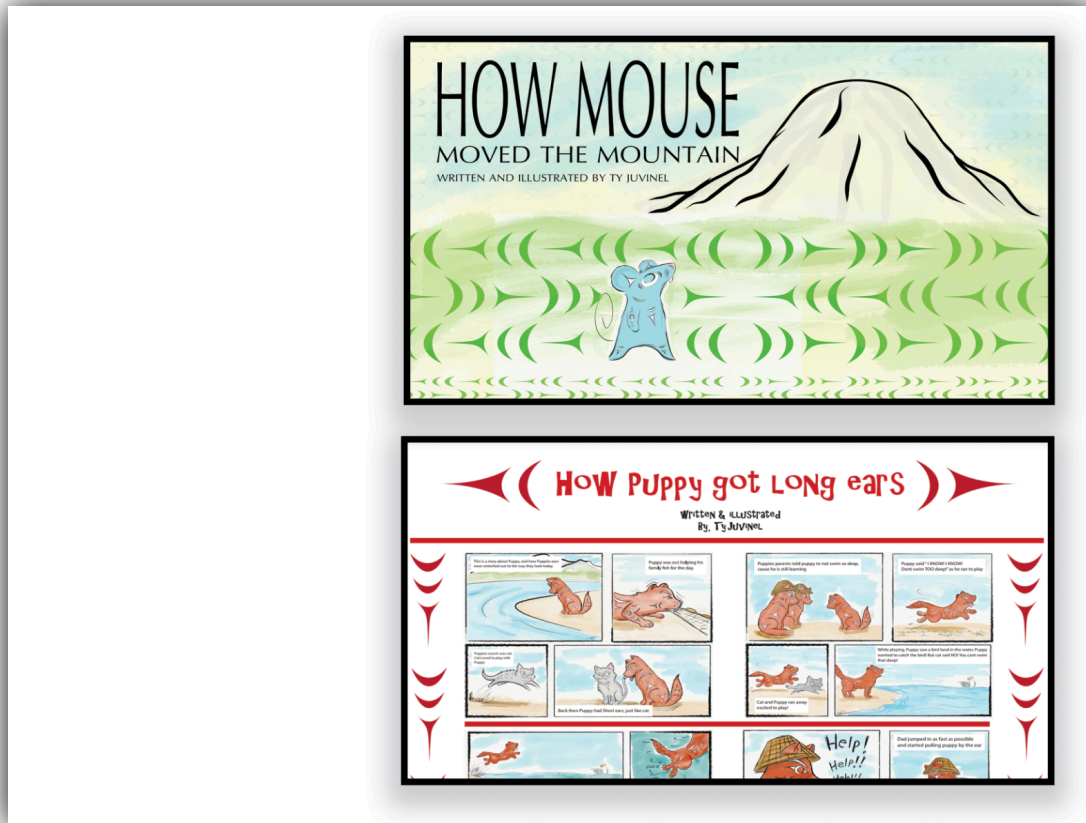
Ty Juvinel teamed up with Low Income Housing Institute to create artworks for the whole Billy Frank Jr building, a 3ft Cedar Spindle titled "Salmon Transformation" which is a representation of Billy Frank Jr and his legacy of work towards salmon preservation. The building also had a moon mask, titled "Harvest moon". And on each floor of the three story building Ty painted coast Salish designs.

, Page 4

juv5510@gmail.com

Ty Juvinel

425-346-8518



Children's stories, and books

How Mouse moved the mountain, is a book the Burke uses for their Burke Mobile. How Puppy got long ears, is a story on display at the Tribal Tales exhibit at the Seattle Children's museum.

Ty tells stories across Western Washington with many organizations like UW Burke Museum, Seattle Public Library, King County Library system, Seattle Children's Museum, and countless schools throughout Western Washington. All the stories have lessons and morals. And Ty tries his best to be gender neutral as Ty has both a boy and girl child and wants them to be inspired by all heroes.

juv5510@gmail.com

Ty Juvinel

425-346-8518



Edmonds historical museum Marsh panel 6ftx3ft 4”thick

The Edmonds Historical Museum were looking for a panel that shows the bio diversity of the marsh, and how peoples used to live in these different ecosystems. Edmonds used to reside on a marsh until it was back filled. This is a reminder of how important bio diverse ecosystems can be. It was due to be on display this summer. But because of the pandemic it is on hold till further notice.

juv5510@gmail.com

Ty Juvinel

425-346-8518



Tiny homes of Seattle's Low Income Housing Institute

Seattle has been working to combat the homeless problem that has been plaguing the city. One way they have tackled the problem is with Tiny homes, Ty had the opportunity to donate his time and effort to garnish these new Tiny homes with his Coast Salish art. Ty loved the idea of painting doors because all change starts with stepping thru a new door. Tiny home Villages can be found peppered throughout Seattle.

juv5510@gmail.com

Ty Juvinel

425-346-8518



National Indian Gaming Association Art

These pieces of aluminum art were donated by the Tulalip Tribes to the NIGA building in Washington DC. The spindle whorl on the left is called "Gill net" and depicts a person gill netting some salmon. The spindle on the right is titled "Thunder moon" and depicts a thunderbird during a stormy night. Both were 3ft in size.

juv5510@gmail.com

Ty Juvinel

425-346-8518



Tribal Tales Seattle children's museum

Two carved house posts, Washington map, puppets and much more were done by Ty to help this Tribal tales project, he helped with the initial concepts and designs. Tribal Tales is on permanent display within the Seattle Children's Museum.

juv5510@gmail.com

Ty Juvinel

425-346-8518



Tulalip Clinic Panel, Title, "Cascades"

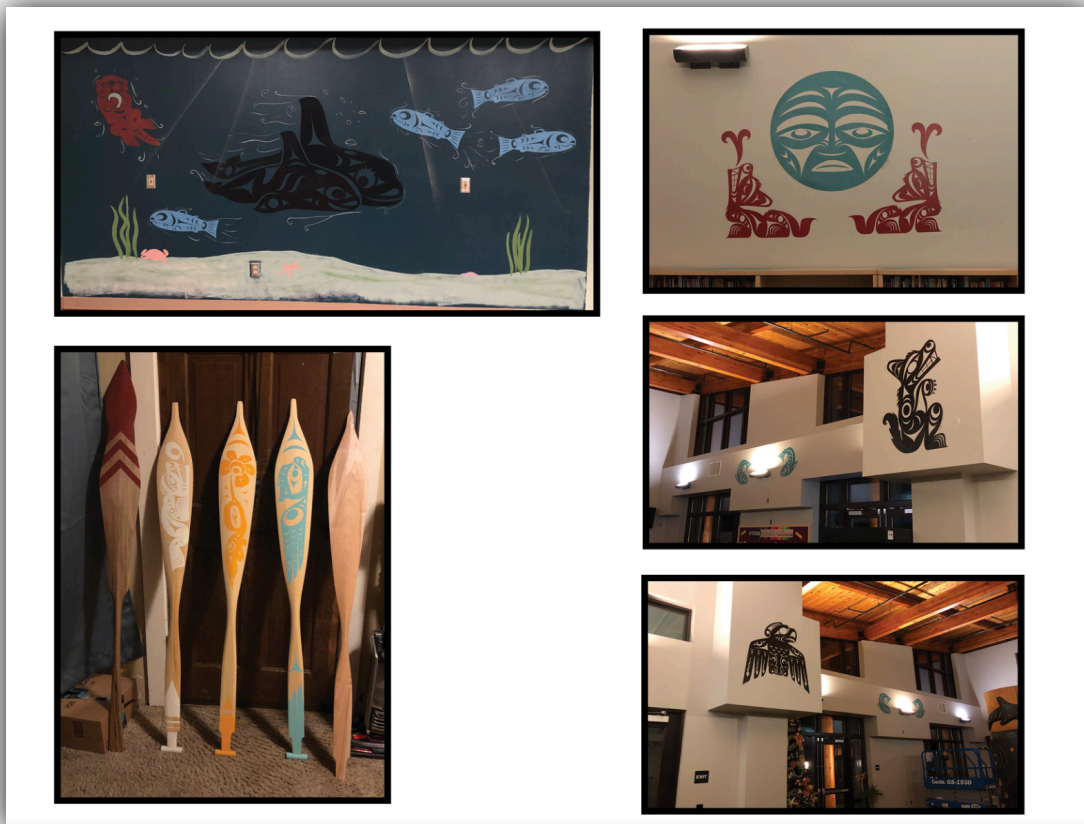
Ty Juvinel designed this depiction of a canoe pulling into shore asking the locals for safe landing and passage. In the background is the cascades with an eagle, wolf, and killer whale within the mountains. This is on display at the Tulalip Health clinic.

, Page 10

juv5510@gmail.com

Ty Juvinel

425-346-8518



Tulalip Tribes Youth Center

The Tulalip Tribes youth Center was renovated, walls painted with designs, and paddles carved and painted throughout the large building. They wanted new fresh ideas, with different colors to appeal to younger demographics. This is on display at the Tulalip Tribes Youth Center.

juv5510@gmail.com

Ty Juvinel

425-346-8518



Tulalip Mariners Suite

The Tulalip tribes has a mariners suite that needed some wonderful paddles and a mask to match, the paddles were yellow cedar, and the mask was made of red alder.

juv5510@gmail.com

Ty Juvinel

425-346-8518

Contacts

Devin Leatherman, Burke Museum / Seattle Children's Museum -
425-229-8359

Jim Landers, Edmonds Historical Museum - 202-431-5617

Tessa Campbell, Hibulb Cultural Center Senior Curator - 206-618-3776

Mary Jane Topash Burke Museum Education outreach- 425-244-4447

Personal Website:

<https://lightningwaqwaq.myportfolio.com>

Story poles

Story poles are used to tell a story. As western civilization likes to record stories in pages of a book, many cultures preserve their stories through carvings. This is exactly what we would be doing. Carving a story pole, about kenmores people, and possibly their



Breakdown cost for a story pole will cost \$70,000. Currently we are still dealing with shortages with supplies, lumber, and materials, it has become very competitive sourcing lumber as Canadian lumber has been hit by bark beetles and lack of workers. And our other source of lumber, Alaska has a new ban on shipping what's called unmilled lumber. Meaning a log must be milled before it can be shipped out of state, essentially making it hard to impossible to source from Alaska. Currently it comes down to getting a budget and first payment approved to start asking around local dealers.

The way I like to break down a budget is, first initial payment of half. Currently the most important part of this is acquiring a log for carving. Once a log is acquired then we can figure out what limitations may be posed by the log, from there we make a concept that reflects Kenmores history, peoples, past, and present.

As for a timeline, I would say minimum a year, at best. And that's if everything works perfectly no hiccups, but with covid things can change daily as we have all experienced. But typically a year to year and a half is very possible.

City of Kenmore Contract No. 21-2743

**ARTIST CONTRACT
TOWN SQUARE STORY POLE**

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Ty Juvenil, ("Artist") whose principal office is located at 3116 mission Beach Rd, Marysville, WA 98271.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Artist to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Artist. The Artist shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Artist shall comply with all federal, state and local laws and regulations applicable to the services. The Artist shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Artist shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Artist:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "B."

☒ A sum not to exceed \$70,000.00 plus applicable sales tax, plus the Artist's cost of maintaining commercial liability insurance (not to exceed \$2,000). The City will pay \$35,000.00 plus the cost of commercial liability insurance upon execution of this agreement to assist the Artist with the procurement of supplies and materials. The City will pay the remaining amount of \$35,000.00 plus applicable sales tax upon final completion of the Story Pole to the City's satisfaction.

The Artist 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 Artist for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on September 14, 2021 and ending March 15, 2023 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Independent Artist. The Artist and the City agree that the Artist is an independent contractor with respect to the services provided pursuant to this Agreement. The Artist will be solely

responsible for its acts and for the acts of its agents, employees, subcontractors (including other wood carvers/artists assisting with this story pole) or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

5. Indemnification.

A. Artist 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 Artist 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 Artist and the City, its officers, officials, employees, and volunteers, the Artist's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Artist's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Artist'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 Artist shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

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

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Artists and personal injury and advertising injury. The City shall be named as an insured under the Artist's Commercial General Liability insurance policy with respect to the work performed for the City.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Artist shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1 million each occurrence, \$1 million general aggregate.

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

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

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

Ty Juvinel

Phone No.: 425-346-8518

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

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

ARTIST

CITY OF KENMORE

By: _____

By: _____

Title: _____

Title: City Manager

Date: _____

Date: _____

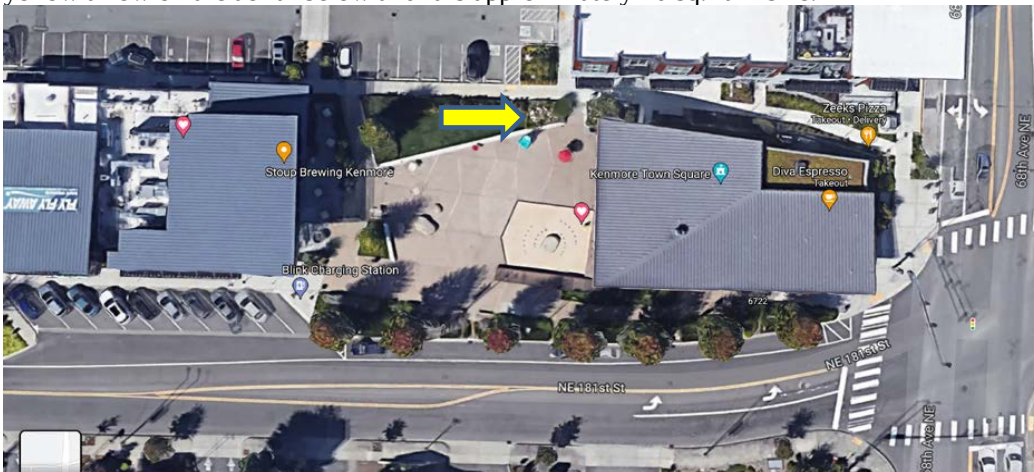
EXHIBIT A

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

The City of Kenmore is seeking a proposal from an artist from a local indigenous tribe to complete the design and fabrication of a signature outdoor wood carved story pole to be located at the Kenmore Town Square.

- o Kenmore stands on the lands of the Coast Salish Peoples. The primary purpose of the story pole is to provide a meaningful representation and honor the history of Sts'ahp-absh - a subgroup of both the Duwamish and Sammamish Native American tribes – who inhabited the banks of the Sammamish River (known to them as Sts'-ahp). At the confluence of the Sammamish River and Lake Washington, the Sts'ahp-absh established the village of Tl' awh-ah-dees, which they used primarily as their winter quarters.
- o The story pole will be made from wood and is expected to be between 11 feet and 15 feet tall.
- o The story pole must be durable given its outdoor location.
- o The story pole will be authentic to the heritage of the Coast Salish Peoples. It will include features in the artwork that reflect the City's strong connection to the land and natural environment.
- o The piece may also provide elements of playfulness and fun, continuing the "Love of Kenmore" theme to foster beauty and art and connect people together.

Town Square Location for the Story Pole: The City owned Town Square is located adjacent to the northwest intersection of 68th Ave NE and NE 181st Street. The Town Square is a central community gathering space at the heart of Kenmore's downtown. The Town Square was completed in 2017 with a location identified for a signature public art piece. The location for the story pole is indicated by the yellow arrow on the aerial below and it is approximately 20 sq. ft in size:



Prior to carving the story pole, the Artist will produce a conceptual and final design for the proposed artwork and present it to the City. The Artist is responsible for procuring the lumber and other materials. The Artist is also responsible for fabricating the story pole to final completion and subcontracting for any work involved in the design and fabrication.

The City will be responsible for delivery of the story pole as well as designing the foundation, obtaining necessary permits, installing the foundation, and installing the story pole to the foundation.

EXHIBIT B

Rates for Services to be Provided by Artist. The Artist shall furnish the services in accordance with the following rates: N/A – See Section 2 of the Agreement.

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

Invoice Number: _____ Date of Invoice: _____

Artist: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount \$ _____

Previous payments \$ _____

Current request \$ _____

Balance remaining \$ _____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

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 Identification
 Number and
 Certification

**Give Form to
 the
 requester.
 Do not send
 to the IRS.**

S e e S p e c i f i c I n s t r u c t i o n s	P r i n t C o n t r o l l e d	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
		2 Business name/disregarded entity name, if different from above	
		3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶ C Corporation S Partnership Trust/estate single-member	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting c o d e (i f a n y) <i>(Applies to accounts maintained outside the U.S.)</i>
		5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
		6 City, state, and ZIP code	

o n s o n p a g e 2 .	7 List account number(s) here (optional)																			
Part I	Taxpayer Identification Number (TIN)																			
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EXHIBIT D



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Walkways and Waterways Park Projects Update: Log Boom Park Waterfront Access & Viewing Project & Squire's Landing Park (renamed X' a X'w a d i s Park) Waterfront & Natural Open Space Access Project Proposed Council Action/Motion: No Action.	For Council Meeting Agenda of: September 13, 2021 Department: Community Development Prepared by: Maureen Colaizzi, Parks Project Manager <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"></th><th style="text-align: right;"><u>Initial & Date</u></th></tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>DB 8/26/21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>n/a</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>n/a</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK</u></td></tr> </tbody> </table> Exhibits/Attachments: 1. Final Design Site Plans & Public Artworks		<u>Initial & Date</u>	Approved by Department Head:	<u>DB 8/26/21</u>	Approved by City Attorney:	<u>n/a</u>	Approved by Finance Director:	<u>n/a</u>	Approved by City Manager:	<u>RK</u>
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Approved by City Attorney:	<u>n/a</u>										
Approved by Finance Director:	<u>n/a</u>										
Approved by City Manager:	<u>RK</u>										

INFORMATION/BACKGROUND: Proposition 1 Walkways & Waterways bond measure was approved by voters November 2016. The City has over seven miles of shoreline on Lake Washington and the Sammamish River but limited opportunities for public access. Kenmore residents' desire to connect to the waterfront has been strongly expressed over the years and was confirmed through the Imagine Kenmore community engagement process.

On September 13th, staff will provide an update on the Walkways and Waterways projects at Log Boom Park and Squire's Landing Park (renamed X' a X'w a d i s Park) including 100% level design, updated budget and schedule. Attachment 1 shows the final project site plans and public art images. The final site plans are consistent with the conceptual designs developed with public input as part of the 2016 Bond Measure. Plans have been refined including the addition of the public artworks.

Project Updates to Council:

- July 27, 2020 (Final 90% Design, Minor Refinements from 60% Design, Public Art)
- June 22, 2020 (Public Art Design Approval)
- February 10, 2020 (60% Design Refinements from 30% Design including Final Material Selection, Public Art)
- March 19, 2018, and February 12, 2018 (30% Design Refinements from Concept Design, Environmental Enhancements)
- November 13, 2017 (Concept Design)

Public open house events :

- February 26, 2020 (60% Design Refinements, Materials Selection to set final 90% Design, Public Art)
- March 22, 2018 (30% Design Refinements from Concept Level Design and Environmental Enhancements)
- 2015-16 Imagine Kenmore events (Concept Plan Development)

Log Boom Park Waterfront Access & Viewing Project: Log Boom Park is 3.9 acres in size. The project encompasses 1.5 acres of the park area. The project goals include enhancing public access to Lake Washington and protecting and enhancing existing wetlands and shoreline.

Project Description: Attachment #1 shows proposed site improvements and public artworks. Improvements include: an ADA accessible path network; a new picnic shelter; seating; a small boat rental building for hand-carry watercraft; and the "Flume Sculpture" artwork. The Project will improve public access to Lake Washington in the following ways: the existing water access for hand-powered boat launching is improved; the public beach area is expanded; and there is a new shore access point in the western part of the park. Finally, the Project will provide environmental protection, restoration, and habitat enhancement in the following ways: protecting wetlands from public access; removing invasive plant species; installing aquatic native plants in the existing wetlands and shoreline areas; installing habitat logs; the planting of 111 new

upland native plants including 30 large conifer trees, 17 large and 64 small deciduous trees; and planting over a thousand shrubs. Of the eight (8) trees identified to be removed, only five(5) were removed for this project, resulting in the net increase of 106 trees. The other three (3) will be protected during construction. Some of the felled trees will be reused as “habitat Logs” along the shoreline.

Project Schedule Update: May 4th, the City advertised the project for bidders. Bids were opened on June 8, 2021. On June 28, 2021, Council authorized the City Manager to execute Contract 21-C2669 with Road Construction Northwest, Inc (RCNW). Notice of Award was issued on June 30, 2021. On June 26th, RCNW began project construction. The park is closed to the public during construction, but the pier will still be accessible. Construction is anticipated to be complete by the end of June 2022.

Project Budget Update: On June 28, 2021, Council authorized a budget increase of \$784,427 which includes: a \$29,330 carry over from unspent 2020 bond funds; \$475,085 in the project’s unallocated bond fund proceeds; \$106,012 in Park Impact Fees, and \$60,000 in King County Trail Levy Funds. This increase allowed for bid award to RCNW in the amount of \$2,264,055.66 plus 10% construction contingency of \$225,405.57 for a total contract authorization of \$2,490,461.33. The budget adjustment increases the total project budget in the 2021-2026 Capital Improvement Program (CIP) from \$3,658,345 to \$4,413,442. An additional \$255,000 of expenditures beyond 2026 is assumed for monitoring required project mitigation which results in a total project budget of \$4,668,442.

Squire’s Landing (renamed X' a X' a d i s) Park Waterfront & Natural Open Space Access Project: The park is 40.5 acres in size. The 7.3 acre project area is located at the western portion of the park.

Project Description: Attachment #1 shows proposed site improvements and public artworks. Project improvements include: 4.5 acres of protection and enhancement improvements; 1.5 acres of park infrastructure improvements; preserving the remaining 1.3 acres. The project goal is balancing improving environmental protection and enhancement with improved public access to the Sammamish River.

Environmental Protection & Enhancement Improvements: Protection & enhancement improvements include wetland and wetland buffer creation and enhancement; maintenance of existing stream bank stabilization; lagoon shoreline restoration; upland, and riparian plantings including planting 5,048 new native trees; in-water habitat benches along Swamp Creek; aquatic weed removal; and retention of 209 of the existing 271 existing trees within the 7.3-acre project area.

Proposed environmental protection & enhancement improvements will:

- 1-Enhance a total of 4.5 acres of degraded habitat to benefit known wildlife rearing, foraging and migration.
- 2-Remove invasive plant species including English ivy (*Hedera helix*), reed canarygrass, and Himalayan blackberry from 3 ¼ acres of upland, riparian, and wetland habitat.
- 3-Plant approximately 15,350 total Washington native plant species including 5,048 trees and 10,305 shrubs from over 33 different plant species such as beaked hazelnut (*Corylus cornuta*), cascara (*Rhamnus purshiana*), western red cedar, tall Oregon grape (*Mahonia aquifolium*), and mock orange (*Philadelphus lewisii*) of Washington to improved habitat values.
- 4-Create ¼ acre wetland and ¼ mile stream habitat benches by regrading slopes along Swamp Creek to restore habitat functions and wetland formation.
- 5-Stabilize streambanks and control aquatic weeds to improve water quality.
- 6-Protect over 6 acres of riparian and aquatic habitat with pedestrian barrier fence and open grated boardwalk.
- 7-Improve shading and incremental reduction of stream temperatures and improve refuge and cover for salmon.
- 8-Install large woody debris along Swamp Creek streambanks to promote pooling and habitat diversity for juvenile salmon.

Of the existing 271 trees within the project area, 200 trees closest to proposed construction were inventoried by an ISA certified arborist in 2018. 62 trees will be removed during construction of this project. Seven (7) trees are being removed due to site conditions to accommodate this project. The remaining 55 trees are being removed due to poor or fair health reported by the arborist. A total of 5,048 new native trees are being planted. After construction, there will be a total of 5,195 trees within the 7.3-acre project area: a net increase of 4,986 trees.

Park improvements are designed to avoid and/or minimize impacts to sensitive areas and habitat or located close to the existing man-made lagoon to avoid impacts to Swamp Creek and the Sammamish River. For example, the parking lot location is outside of the wetland buffer and more tree dominant western portion of the park. The hand-carry floats and gangways are located within the man-made lagoon to avoid impacts along the Sammamish River. Even though many impacts are avoided or minimized through project design refinements, there will be impacts to critical areas. However, the project impacts will be fully mitigated through enhancement of existing wetlands and buffers, creation of wetlands, creation of habitat benches along Swamp Creek, and shoreline restoration along the man-made lagoon as shown in Table 1.

Table 1. Project Impact and Mitigation Summary

Impact Habitat	Impact Area (SF)	Mitigation Type	Mitigation Ratio	Mitigation Area (SF)	Habitat Values and Functions
Wetlands	9,120	Wetland Creation	1:1	9,120	- High-quality, properly functioning water quality function - High-quality, properly functioning hydrology - High-quality, properly functioning wildlife habitat
		Wetland Enhancement	6:1	54,820	
Buffer*	16,630	Buffer Enhancement	1:1	16,630	- Supports the wetland functions - Provides filtration prior to surface flows to the adjacent wetland, Swamp Creek, or Sammamish River
Overwater	2,810	Habitat Benches**	1:1	2,810	- Provides high quality, channel habitat for juvenile salmonid migration or other resident fish - Increases shaded habitat for cool water refugia for migrating salmonids or other resident fish - Reduces erosion and increases habitat complexity
In-Water	5,825	Lagoon Shoreline Restoration	1:1	5,825	- Increases shaded habitat for cool water refugia for migrating salmonids or other resident fish - Increases habitat complexity and source of prey resources for migrating salmonids or other fish
Total	32,710			89,205	

SF = square feet

*Based on older Kenmore code buffer areas, prior to Ordinance Number 19-0488.

**An additional 5,000 SF of habitat benches will be enhanced to mitigate for overwater impacts from the Log Boom Park Improvement

A Habitat Conservation and Stewardship Plan (HCSP) is being developed to ensure long-term (10+ years) monitoring and maintenance of restoration improvements is successful. Stewardship efforts will include volunteer work parties and environmental education opportunities. In 2022, the City will issue a request for qualifications/proposals to seek a conservation and stewardship organization to assist with monitoring, maintenance, and volunteer stewardship opportunities.

Public Access Improvements: The public Access improvements include ADA accessible parking lot; pedestrian paths; elevated boardwalks, viewing decks and bridges; restroom; picnic shelter and seating; watercraft wash-down station; and public artworks including the signature “Bird Blinds” located at the viewing decks. The project also includes water-dependent recreation facilities including the floats, gangways and hand-carry boat access as well as widening the lagoon entrance to create sufficient access to the confluence of Swamp Creek and the Sammamish River.

Proposed public access improvements will provide:

- 1- Needed ADA accessible park infrastructure facilities throughout the park.
- 2- Water dependent recreation facilities for hand-powered watercraft.
- 3- An elevated walkway system to connect the park to the river for public viewing and passive recreation use.
- 4- Interpretive signage and public art features including the “Bird Blinds” for viewing and raising awareness of the park’s natural resources.
- 5- Maintenance and operation access to the areas of the park that are currently separated by water.

1.5 acres of the total 7.3-acre project includes the proposed plaza, walkway, restroom and parking lot. The City received approval from the Washington State Recreation and Conservation Office (RCO) to allow development “conversion” of this area and remove the restrictive covenant for wildlife habitat and passive recreation. The City purchased 4.8 acres of equivalent land for wildlife habitat and passive recreation within the Swamp Creek Watershed basin located at 7637 NE 192nd to meet the RCO conversion process requirement. RCO required the City to complete a scientific wildlife habitat assessment of the conversion area property and replacement property to ensure they were equivalent in habitat value. Public comment was received in April-May 2019 prior to RCO approving the City’s land conversion request in June 2019. The property acquisitions were completed in January 2020 and the City held a public hearing in September 2020 before the restrictive covenant was removed.

Staff has recently received questions from the public asking about the selection of parking lot surfacing materials. The parking lot surfacing was reviewed between 30-60% for the ability to implement Low Impact Development (LID) components into the project design including pervious pavement options. Borings completed by the project geotechnical engineer showed a high groundwater table at about 5’ below grade. Given vertical separation requirements (3’) plus adequate coverage for vehicle traffic (2’), this would prohibit using infiltration facilities which are necessary for impervious surface options. The high groundwater table could be due to low soil permeability or the site’s vicinity to the shoreline. The parking lot also needs to support large vehicle loads including emergency vehicles. An asphalt pavement material was selected versus gravel as it requires less long-term maintenance. Both materials are considered impervious and would need to be documented in the permitting process. A breakdown summarizing the size of pervious and impervious improvements within the project site area for both the existing and developed conditions is shown in Table 2.

TABLE 2. Size of Improvements within Project Site Area

	Areas			
	Existing		Developed	
	SF	Acres	SF	Acres
Impervious Surfaces:				
Roof Areas above Structures	3,000	0.07	1,141	0.03
Gravel Parking Lot (PGIS)	4,000	0.09	4,000	0.09
Asphalt Parking Lot (PGIS)	-	-	17,502	0.40
Asphalt, Crushed Aggregate, and Concrete Surfaces	-	-	18,736	0.43
Pervious Surfaces:				
Landscaping (Lawn, Forested Area, Dirt Trails)	310,988	7.14	267,379	6.23
Elevated Boardwalks, Docks, and Pedestrian Bridges	-	-	9,230	0.21
Total:	317,988	7.30	317,988	7.30

Project Schedule Update: After four years of agency consultations, permit applications and responses to reviewer comments, Staff is anticipating receiving the final permit approval from Northshore Utility District for the water-sewer service connection in early September. A Shoreline Permit and SEPA application were submitted to the City in April 2019 and a City decision was issued May 2020. The Department of Ecology issued a final decision on the Shoreline Permit June 19th, 2020. Permit applications were also submitted in 2019 to other regulatory agencies including the US Army Corps of Engineers, Washington State Department of Fish & Wildlife and King County. These permits were issued in late 2020/early 2021. City permits (engineering and building permits) are required and permit applications were submitted in August 2020, Permit approval was received on July 9, 2021.

After bid documents are finalized, the project may be ready to bid in mid-late October. Assuming a bid is awarded, construction could start as early as late December 2021 through fall 2023. An 18-month to two-year construction cycle is assumed. However, construction timing may need to be adjusted based on the July and November fish windows to complete in-water construction. As timing is uncertain, the official project end date, consistent with the bond measure approval, remains at the end of 2023.

Project Budget Update: The 2021-2026 CIP project budget is \$6,714,695 and adding prior year expenditures of \$1,494,039 gives a total project budget of \$8,208,734. The current construction cost estimate is \$5,131,583. This new estimate represents an increase of approximately 30% from the 90% construction cost estimate of \$3,942,695 and total project budget of \$8,208,734 presented to Council on July 27, 2020.

Based on the current engineer's estimate for construction costs, an estimated \$450,000 or more in revenues may be needed to balance the estimated increase in expenditures. The increase in costs can be attributed to recent material price increases for steel, concrete, wood, plastics, plants, and environmental controls. Suppliers have stated that prices are fluctuating and, in some cases, appear to be reducing compared to highs earlier this year. The construction estimate could change because of the fluctuating prices which makes it difficult to predict the low bid as it is uncertain if costs will reduce later this year. A budget adjustment may be needed in November assuming a bid is awarded.

FISCAL CONSIDERATION: Council approved Ordinance No. 21-0526 on July 12, 2021, which amended the 2021-2026 Capital Improvement Program for the two Walkways and Waterways projects as described below:

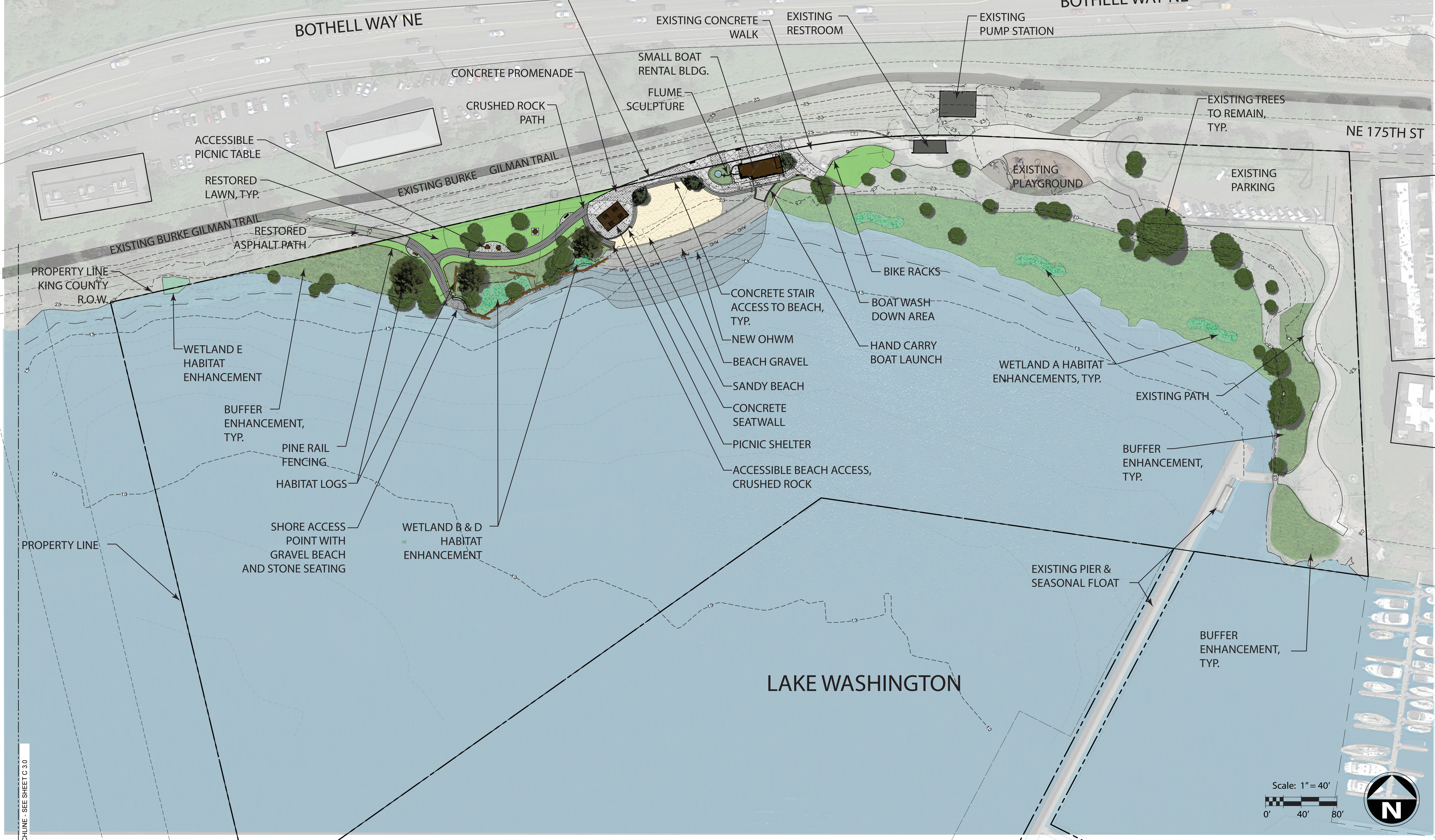
P28 Log Boom Park Waterfront and Mitigation Project: This project had a previous CIP (2021-2026) expense allocation of \$2,873,916. The source of funds included bond proceeds, RCO Grant, KC park levy, Public Art Fund and Park Impact Fees. The allocation from bond proceeds was \$3.2 million for the project however the previous CIP reflected only \$2,635,585 leaving \$784,427 which includes a \$29,330 carry over from unspent 2020 bond funds.

P27 Squire's Landing Park Waterfront and Mitigation Project: The source and revenue allocation changed as follows: increase in revenue from grants in the amount of \$855,000 which allowed for reduction in the allocation from City funds (park impact fees, bond proceeds, Swamp Creek Basin Fund, and Public Art Fund). The net increase is \$11,339. The grants included State appropriation, King County grant, RCO grant.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council 2021-2022 Priority #5: Implement the Walkways & Waterways Projects.

Attachment 1: Final Site Plans

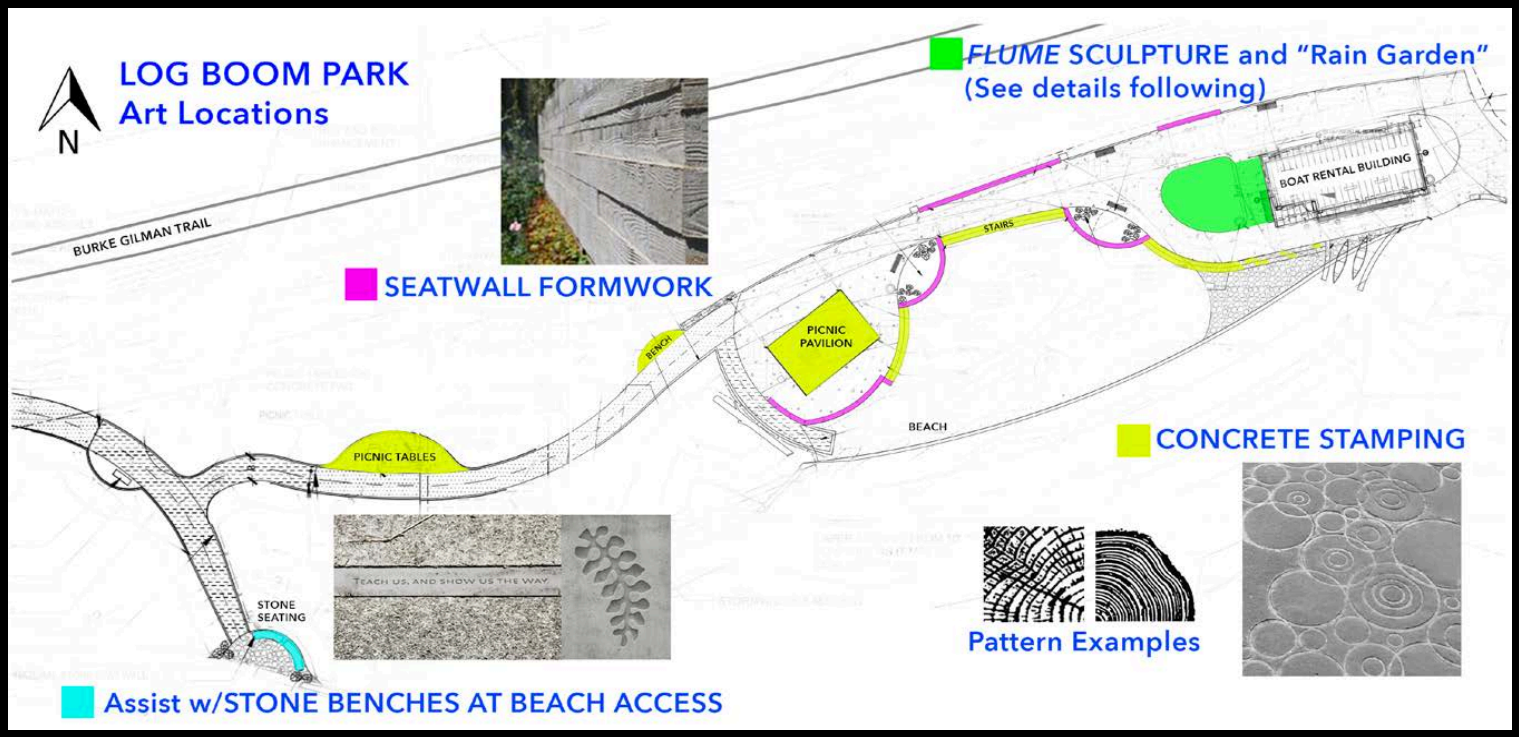


Log Boom Park 100% Design

Final Site Plan

07/19/2021







Attachment 1: Final Site Plan



Squire's Landing Park (renamed X' a X^w a d i s Park)

100% Final Site Plan

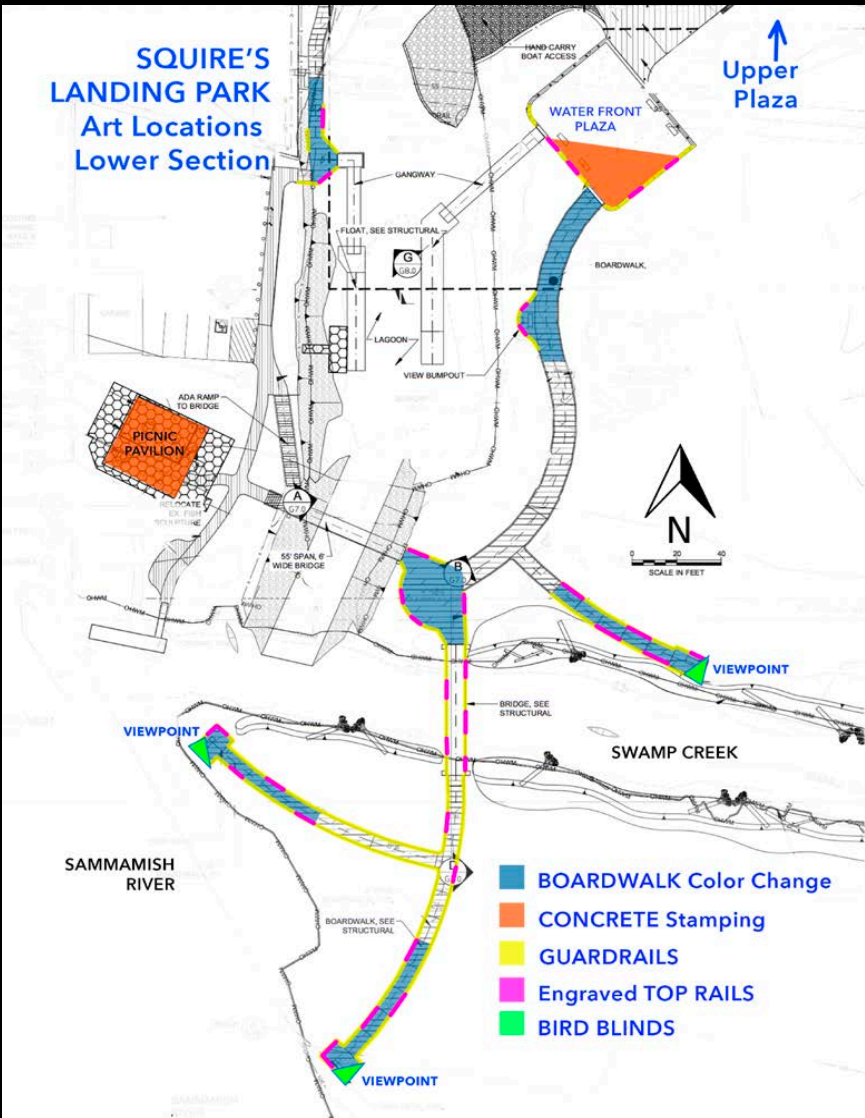
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CONFLUENCE
ENVIRONMENTAL COMPANY

07/19/2021

j.a. brennan
associates PLLC





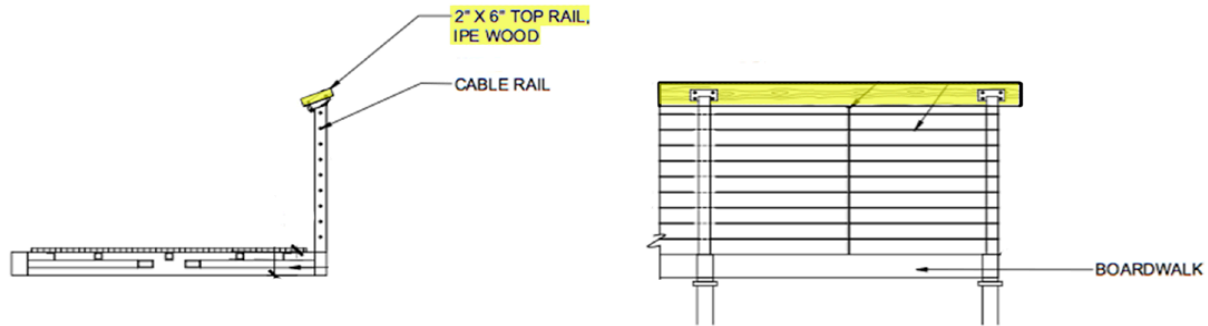
SQUIRE'S LANDING PARK

Guardrail Ipe' Top Rail

36 top rails with text



← 10' →
Text etched into ipe' top rail and set intermittently along boardwalk to create a rhythm and backward/forward storypoem





Subject/Topic: Rhododendron Park Boathouse Fundraising and Programming Update

Prepared by: Rob Sayre-McCord, Parks Project Manager

Exhibits/Attachments:

- 1) Fundraising Committee Presentation
- 2) Lease between the City and Northshore School District (Contract 21-C2701)

The fundraising committee is comprised of members from the George Pocock Rowing Foundation (GPRF), Kenmore Rowing Club (KRC) and Northshore School District Athletic Booster Clubs. The committee disbanded during the pandemic but has reformed and is in the process of formulating a fundraising strategy. The

effects of the pandemic have been far-reaching on the philanthropic scene and so the fundraising campaign has been delayed and the fundraising strategy is being reconfigured to address the current landscape more appropriately. The committee had previously targeted October 2021 to raise the \$340,000 but will provide an updated timeline at the 9/13/21 meeting for raising the \$560,000. The fundraising committee's Memorandum of Intent (MOI) to the City outlines their commitment to raise the funds and commitment to provide regular reports to the Council on the status of fundraising efforts (see Attachment #1). The committee held their first fundraising event, a Pint Night at Cairn Brewing, on 8/26/21.

Boathouse Lease and Management

On 1/27/20, Council authorized the City Manager to execute an agreement leasing the boathouse to the Northshore School District (NSD) for a period of five years, with the option of renewing for two additional five-year periods. This lease was signed on 2/4/21 (see Attachment #3) and commenced on 7/1/21. The boathouse lease stipulates the District sign a management agreement with an experienced boathouse management organization to oversee daily boathouse operations. The District has hired the GPRF as the boathouse manager. As part of this agreement, the GPRF will train the KRC to eventually take over the role of boathouse manager when the organization is ready to do so. The management agreement outlines the following responsibilities for the boathouse manager:

- Day-to-day management of the Building, including necessary staffing, when the Building is open to the public
- Schedule management for community rowing groups and members of the public who wish to use the Building
- Providing publicly available equipment, to be reasonably determined based on need
- Shared shell and other equipment management
- Maintenance services for Tenant and community rowing groups
- Establishment and management of youth and adult programming, in conjunction with and to augment existing community programs
- Orientation and training for coaches and users for use of Facility and equipment, including serving as a resource for best practices regarding safety, facility and equipment use, and rowing team and rowing club management
- Providing janitorial services for the Building
- A commitment to diversity, equity, and inclusion to make Kenmore rowing programs available and accessible to all
- Creation of scholarship opportunities for youth who receive free or reduced-price lunch through school programs
- Annual activity reporting including an annual review of jointly used equipment
- Providing monthly safety audits of the Facility
- Setting dues and fees and other costs for usage for public users at or below typical Puget Sound rates for similar services
- Carrying a minimum of \$5 million in liability insurance and a waiver of responsibility for the City for all items stored within the Building

Additionally, the management agreement will give the city the right to institute a monthly or quarterly rent if the Fundraising Committee is not on pace to replenish the budget funds after a predetermined amount of time.

Rowing Programming

The KRC began conducting rowing activities in July, as soon as the management agreement and lease commenced. The KRC operated several youth camps, masters learn-to-row classes and additional masters programming through Labor Day. The KRC is planning on building on their initial summer offerings with expanded fall opportunities. The District began fall rowing practices at the end of August and will be having their first scholastic rowing season since the pandemic began.

FISCAL CONSIDERATION: March 2020, the City committed \$340,000 of Strategic Opportunity Funds, to fund the budget gap at the time of bid award to be paid back with the funds raised by the fundraising committee. This amount has grown to approximately \$500,000. The Strategic Opportunity fund budgeted 2020 end-fund balance is \$3,200,363. An additional \$160,000 of Strategic Opportunity Funds is needed to temporarily fill the budget gap.

The amended six-year CIP budget (approved 9/9/19 Ordinance 19-0487) for the years 2019-2024 for the boathouse included \$1,185,019 including the following primary funding sources. Prior year expenditures of \$56,800 gave a total project budget of \$1,245,018.

State Capital Budget S1889 – \$242,500
 Northshore School District – \$250,000 towards tenant improvements
 King County Youth Sports Grant – \$611,000
 City Park Impact Fees – \$14,500
 City Real Estate Excise Tax – \$12,800

The six-year CIP budget approved CIP (ordinance 20-0512) 10/12/20 includes \$16,000 of King County park levy funds for the cost of the required 5-year mitigation monitoring costs.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2021—2022 Council Priorities:
 Council Priority #9 – Implement the Economic Development Plan
 Council Priority #10 Foster and Create More Fun

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”), effective as of the latter of the signature dates below (the “**Effective Date**”), is made and entered into by and between the CITY OF KENMORE, a Washington municipal corporation (“**Landlord**”) and NORTSHORE SCHOOL DISTRICT NO. 417, a Washington school district (“**Tenant**”) (individually a “**Party**” and collectively the “**Parties**”).

In consideration of the mutual covenants and agreements set forth herein, Landlord and Tenant agree as follow:

1. Lease Data and Exhibits. The following terms shall have the meanings provided in this Section 1 unless otherwise specifically modified herein:

(a) Facility. “**Facility**” as used in this Lease means the approximately 2,800 sf boat house (the “**Building**”) constructed by Landlord on real property located at 6910 NE 170th St., Kenmore, Washington and commonly known as Rhododendron Park (the “**Park**”). “**Facility**” also includes the existing watercraft staging area (the “**Staging Area**”) and the under-bridge storage area (the “**Storage Area**”), all as depicted on the site plan attached as Exhibit A hereto (the “**Site Plan**”). The Park is located on the real property owned by Landlord and legally described on Exhibit A-1 hereto (the “**Property**”).

(b) Premises. “**Premises**” as used in this Lease means the Building and the Storage Area. The Building shall be constructed substantially in accordance with the plans and specifications attached as Exhibit B hereto.

2. Lease of Premises; Limited Exclusive Use Rights. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to and in accordance with the terms and conditions of this Lease.

(a) The Parties acknowledge that due to Covid-19 restrictions in effect as of the Effective Date, Tenant could not conduct its Fall 2020 rowing program and the date on which Tenant may recommence its rowing program is unknown. Tenant agrees to provide prompt written notice to Landlord (the “**Tenant Notice**”) when Tenant has received notice of a date that Tenant may recommence its district rowing program in accordance with Washington Interscholastic Activities Association (WIAA) guidelines, and with all applicable Requirements, as defined in Section 9(d). The period between date of the Tenant Notice and the Commencement Date, as defined in Section 3, below, is referred to herein as the “**Interim Period**.”

(b) During the Interim Period, (i) Tenant’s only obligation to Landlord shall be payment of the Construction Contribution, as defined in Section 4(a), below, and (ii) Landlord shall retain possession of and right to use the Premises, and may enter into temporary licenses with third parties, including, but not limited to Manager, as defined in Section 4(c), below, for use of the Storage Area (the “**Temporary Licenses**”).

(c) Tenant shall take possession of the Premises and assume all of its rights and obligations under the Lease on the Commencement Date. In the event any licensee under one of the Temporary Licenses has not vacated the Storage Area as of the Commencement Date, Tenant will work cooperatively with Landlord and such licensee for the first thirty (30) days of the Term to complete such occupancy transition.

(d) *Notwithstanding any other provision of this Lease*, following the Commencement Date Tenant shall have the exclusive use of the Premises only during those days and hours set forth in Section 9(b), below; the Premises and Facility shall otherwise be open to and available for use by

Landlord, Community Partners (as defined in Section 4(c) below), other community rowing groups and members of the public. Tenant shall have the right, pursuant to the terms and conditions hereof, to use the Staging Area in conjunction with its Permitted Use of the Premises, and shall have the non-exclusive right to use those portions of the Park which are from time to time open to the public, including, but not limited to, the Bridge, the Dock, the boardwalk (as identified on the Site Plan) and any parking stalls or spaces in the Park that are not specifically reserved for another use.

(e) Subject to availability, after the Commencement Date Tenant may also use City Hall meeting rooms no more than once monthly and no longer than three (3) hours in duration for each meeting for board, membership, team, and promotional meetings; provided however, City meetings shall take priority over Tenant meetings, regardless of whether the Tenant meeting was previously scheduled. Tenant must schedule its use of the City Hall meeting rooms through the City Manager or his/her designee.

3. Term. The initial term of this Lease (the “**Initial Term**”) shall commence on the date (the “**Commencement Date**”) that is the later of (i) the thirtieth (30th) day following effective date of the Tenant Notice, or (ii) the tenth (10th) day following Landlord’s substantial completion of the Building, or such earlier or later date as may be mutually agreed upon by the Parties. Subject to Tenant’s right to exercise the Extension Options, as defined in Section 8, below, the Initial Term shall expire on the last day of the sixtieth (60th) calendar month after the Commencement Date (the “**Expiration Date**”), unless sooner terminated as provided herein. This Lease shall be effective on the Effective Date, and the Interim Period shall not be construed as a mere right, agreement or option to lease in the future. Landlord and Tenant agree that the concept of the Initial Term is employed solely to facilitate the determination of the period during which Tenant shall commence and may continue to occupy the Premises and Facility. “**Term**,” as used herein, shall mean the Initial Term and the exercised Extension Options, if applicable.

If Tenant has not delivered the Tenant Notice to Landlord within the later of (a) 365 days following the Completion Date, as defined in Section 6.b, below, or (b) sixty (60) days following the date that Tenant is permitted to resume its rowing program in accordance with WIAA guidelines and applicable Requirements, including any proclamations of the governor of the State of Washington, then Landlord shall have the right, upon thirty (30) days’ prior written notice given to Tenant at any time thereafter, to terminate this Lease; provided, however, that Landlord’s termination notice shall be void if Tenant delivers the Tenant Notice to Landlord within such 30-day notice period. Upon Landlord’s termination hereunder, Landlord shall retain the Construction Contribution, and neither Party shall have any further liability to the other thereafter.

4. Rent. The term “**Rent**” as used in this Lease shall include the following Construction Contribution, Tenant’s performance of the following Programs and Activities, and any other amount payable by Tenant to Landlord under this Lease.

(a) Construction Contribution. Tenant shall deliver to Landlord, upon the Parties’ mutual execution of this Lease, the sum of Two Hundred Fifty and No/100 Dollars (\$250,000.00) (the “**Construction Contribution**”) toward the cost of constructing tenant improvements within the Facility.

(b) Programs and Activities. No later than one hundred twenty (120) days following the Commencement Date, Tenant shall provide, or cause to be provided through the Management Agreement, as defined below, certain programs, activities, and resources to develop and support the local rowing community, including:

- Day-to-day management of the Building, including necessary staffing, when the Building is open to the public;

- Schedule management for community rowing groups and member of the public who wish to use the Building;
- Providing publicly available equipment, to be reasonably determined based on need;
- Shared shell and other equipment management;
- Maintenance services for Tenant and community rowing groups (for a reasonable fee to be set forth in the Management Agreement);
- Establishment and management of youth and adult programming, in conjunction with and to augment existing community programs;
- Orientation and training for coaches and users for use of Facility and equipment;
- Providing janitorial services for the Building and performance of Tenant's maintenance obligations, as set forth in Section 12(b) of this Lease;
- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs;
- Management of gasoline storage;
- Annual activity reporting;
- Providing an annual review of jointly used equipment;
- Providing monthly safety audits of the Facility;
- Serving as a resource for best practices regarding safety, Facility and equipment use; and rowing team and rowing club management;
- Providing assistance in procuring rowing coaches;
- Providing marketing and advertising materials and platforms for City of Kenmore activities

(the “**Programs and Activities**”).

(c) Management Agreement. Concurrently with the delivery of the Tenant Notice, Tenant shall enter into a Management Agreement substantially in the form attached as **Exhibit C** hereto (the “**Management Agreement**”) with George Pocock Rowing Foundation, or with a Community Partner, as defined below, mutually acceptable to the Parties (herein “**Manager**” or “**GPRF**”) for the management and operation of the Facility in accordance with the Programs and Activities. Tenant shall provide Landlord with a complete copy of the Management Agreement upon its execution. The Manager shall undertake its obligations with respect to the Programs and Activities no later than the date that is one hundred twenty (120) days following the Commencement Date. Except for any period of time related to the hiring and/or replacement of the Manager, which Tenant shall complete without delay using commercially reasonable efforts, Tenant agrees to keep the Management Agreement in full force and effect throughout the Term, and Tenant shall not modify or amend the same without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Except for four (4) crew scull boats reserved by Tenant for Tenant's exclusive use, all scull boats owned by Tenant will be stored at the Facility and made available for use by the Manager in accordance with the Programs and Activities no later than the Commencement Date. Tenant will share such scull boats and other rowing equipment with Manager, and with the Kenmore Rowing Club and other recognized community rowing groups reasonably approved by Landlord (each a “**Community Partner**” and collectively, the “**Community Partners**”); and

(d) Payment of Assessments to Manager. To enable Manager to perform Tenant's Maintenance Obligations, as more fully set forth in Section 12(b), below, and to provide the Programs and Activities, Tenant shall pay assessments to the Manager annually in an initial minimum amount equal to One Hundred Fifty Dollars (\$150.00) per student in the Northshore School District (“**NSD**”) rowing program, per semester, but in no event less than Thirty Thousand and No/100 Dollars (\$30,000.00) nor more than Fifty Thousand and No/100 Dollars (\$50,000.00) (“**Assessments**”) per school year, as more

fully set forth in the Management Agreement. Assessments payable for any partial school year at the beginning or end of the Term shall be prorated.

(e) Extension Option Rent. Rent for each Extension Option shall be as follows:

(i) Programs and Activities. Tenant shall continue to provide, or cause to be provided, the Programs and Activities, including, but not limited to sharing rowing equipment with Community Partners, as discussed above in this Lease; and

(ii) Payment of Assessments to Manager. Tenant shall continue to pay Assessments to the Manager annually in an amount not less than Thirty Thousand and No/100 Dollars (\$30,000.00) and not more than Fifty Thousand and No/100 Dollars (\$50,000.00) per school year to enable Manager to perform Tenant's Maintenance Obligations as set forth in Section 12(b) herein and to provide the Programs and Activities.

5. Permitted Use. The Facility shall be used during the Term solely for the purpose of conducting activities, programs, and services reasonably related to the Northshore School District's rowing programs; for community rowing activities conducted by Manager through its Programs and Activities, as a boathouse, for storage of hand-powered watercraft and all equipment and supplies related thereto in the Storage Area and no other location in the Park, and for incidental uses reasonably related to the foregoing (the "**Permitted Use**").

6. Construction of Building.

(a) Construction Period. Landlord has commenced construction of the Building, and subject to events of Force Majeure, as defined in Section 29(e), below, Landlord estimates it will substantially complete construction of the Building on or before December 31, 2020 (the "**Estimated Completion Date**"). Landlord shall provide Tenant with written notice of any anticipated change in the Estimated Completion Date and shall provide prompt written notice to Tenant of the date the Building is substantially complete (the "**Completion Date**"). Landlord shall deliver the Premises to Tenant, and Tenant shall accept delivery of the Premises on the Commencement Date. As used herein, "substantially complete" or "substantial completion" means that construction of the Building has been completed in compliance with the Plans, as certified by Landlord's contractor or architect, except for minor punch-list items, and a temporary certificate of occupancy has been issued by the City of Kenmore for the Building. "Punch-list items" include any necessary touch-up work, repairs and minor completion items as are necessary for final completion of the Building, but which do not materially interfere with Tenant's use of the Building. Within ten (10) days following Landlord's notice to Tenant of the Completion Date, the Parties shall conduct a joint walk-through of the Building and remainder of the Facility to identify any such punch-list items, and Landlord shall cause any such items so identified promptly to be repaired or completed thereafter.

(b) Tenant's Remedy for Late Delivery. If the Completion Date has not occurred by the date that is twelve (12) months after the Estimated Completion Date (such date, the "**Outside Completion Date**"), then as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease by delivery of a notice of termination to Landlord after the Outside Completion Date and prior to Landlord's substantial completion of the Building. Within thirty (30) days following receipt of Tenant's notice of termination, Landlord shall refund to Tenant the Construction Contribution, and neither Party shall have any further liability to the other thereafter. For purposes of this Section 6(b), the Outside Completion Date shall be adjusted forward (i.e., to a later date) by one (1) day for each day Substantial Completion of is delayed due to events of Force Majeure.

7. Rent; Reporting. Except with respect to the Programs and Activities component of Rent, which shall commence in accordance with Section 4(b), Tenant shall pay, or perform its obligations constituting Rent, from and after the Commencement Date and throughout the Term. On or before February 15th of each calendar year following the Commencement Date, Tenant shall submit to Landlord an annual report, which shall provide relevant information about the Program and Activities conducted on the Premises and the amount of Assessments paid to Manager under the Management Agreement for the prior calendar year, including, but not limited to, data on number of youth participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in each of the classes and programs, and number of discounted memberships and classes for low income youth and families (the “**Reporting Obligation**”). Tenant shall have the right to delegate the preparation of the Reporting Obligation to its Manager.

8. Options to Extend. Provided that Tenant is operating the Premises for the Permitted Use and no Default by Tenant exists as of the date Tenant exercises an Extension Option (hereafter defined) or on the date an Option Period would otherwise commence, Tenant will have the option (an “**Extension Option**”) to extend this Lease for two (2) additional terms of five (5) years each (each an “**Option Period**” or collectively the “**Option Periods**”). The first Option Period will commence on the day following the Expiration Date, and the second Option Period will commence on the day following expiration of the first Option Period. The terms and conditions of this Lease will remain the same during the Options Periods, except that Rent for each Option Period shall be adjusted as set forth in Section 4(e), above. Exercise of an Extension Option shall be by written notice given by Tenant to Landlord not later than one hundred eighty (180) days or more than three sixty-five (365) days prior to expiration of the then current Term; provided, however, that if Tenant does not give such notice, Tenant’s right to exercise such Extension Option shall continue until thirty (30) days after Landlord gives Tenant written notice of Tenant’s failure to exercise such Extension Period.

9. Use.

(a) Permitted Use. Throughout the Term, the Premises shall be used only for the Permitted Use and for no other purpose. Landlord represents and warrants that the Permitted Use is an allowed use within the Park.

(b) Operating Hours and Periods of Exclusive Use Rights. Tenant covenants and agrees that, other than in the event of Excused Periods, as defined in subsection (c), below, it will conduct or cause to be conducted the Permitted Use in the Premises during the Fall and Spring Scholastic Rowing Seasons of the Northshore School District, as published from time to time on the District’s website but generally occurring mid-August through mid-November, and mid-March through mid-May of each year; and Manager’s obligations under the Management Agreement shall be continuously performed throughout the entire Lease Term. Tenant, for its use by the Northshore School District crew students shall have the exclusive right to use the Premises from 3:30 to 5:30 p.m. Monday through Friday, and Saturday morning from 7:00 a.m. to 9:00 a.m. during the Scholastic Rowing Season. Tenant may operate no earlier than 5:00 a.m. and no later than 9:00 p.m. each day and will not operate on Sundays. Tenant shall at all times operate in a quiet manner and be courteous to neighbors. During all hours of operation, Tenant or its Manager shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

(c) Operation Cessation. If Tenant ceases to conduct the Permitted Use of the Facility for more than fourteen (14) consecutive days during the Scholastic Rowing Season, except by reason of an Excused Period, or if the Management Agreement should at any time during the Term cease to be in effect for ten (10) days or more, Landlord shall have the option of terminating this Lease by delivering written notice of termination to Tenant (a “**Termination Notice**”) prior to the date Tenant recommences operations at the Premises or the Management Agreement is reinstated and Tenant has

resumed performance of its obligations thereunder. This Lease shall terminate fifteen (15) days after Landlord gives Tenant a Termination Notice; provided, however, if prior to the expiration of such 15-day period Tenant resumes the Permitted Use or reinstates and continues to perform its obligations under the Management Agreement, as required under this Lease, the Termination Notice shall be null and void and this Lease shall remain in full force and effect. As used herein, the term “**Excused Periods**” shall mean any of the following cessations of business in the Premises for the following reasons: (i) events of Force Majeure, as defined in Section 29(e); (ii) repair or remodeling of the Premises; or (iii) repair or restoration following a Casualty, as set forth in Section 18(d).

(d) Compliance With Laws. Tenant shall use the Facility in compliance with all applicable laws, rules, regulations, and requirements of governmental authorities having jurisdiction (collectively “**Requirements**”) and shall keep and maintain the Premises in a clean and safe condition. Tenant shall procure all licenses and permits necessary for the Permitted Use, including a City of Kenmore business registration, if required. Tenant acknowledges that Tenant is not authorized to act on behalf of Landlord in any capacity, including, without limitation, enforcement of laws and Park rules. If Tenant or any of its participants or staff believe a member of the public is violating a law or Park rule in the Park, Tenant shall notify Landlord or the police.

(e) Use of Park. Tenant’s use of the Park shall be non-exclusive. During Tenant’s Permitted Use of the Facility and provision of classes, programs, and events, the public shall be welcome to use the Park, including but not limited to the boardwalk, dock, and Staging Area, and Tenant members, staff, and coaches shall not treat the public as if they are not welcome to use the Park for picnics, launching from the Dock, and other activities that maximize the full use and enjoyment of the Park. Tenant, Manager and Tenant’s students, members, staff, and coaches shall endeavor to be courteous and friendly to all those who use the Park. Prices and membership fees charged by Tenant or Manager to participants of Park programs for hand-powered watercraft must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar membership programs. Subject to the terms of this Lease, Landlord may at any time temporarily close all or any part of the Park or the Facility to make repairs or changes and may do such other acts in and to the Park as in its judgment may be desirable to improve the convenience thereof. The exercise of the foregoing rights shall be made with as little inconvenience to Tenant’s permitted use of the Premises as practicable. Except in the event of an emergency, Landlord shall give reasonable advance notice to Tenant of any closure of the Park, and in the event of an emergency, Landlord shall give notice to Tenant of such closure as soon as is possible under the circumstances.

(f) Safety. Tenant must operate the Programs and Activities and use the Park and Dock according to USA Rowing standards. No fewer than two Tenant or Manager staff and/or volunteers (for example, one coach and a parent/guardian) must supervise the Activities at any given time when youth are on the water. All adult staff, volunteers, and parents who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults must successfully pass a Washington State Patrol criminal background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). Tenant shall comply with all Washington State and U.S. Coast Guard water safety laws. Tenant must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, Tenant and Manager staff must be First Aid and CPR-certified, and Tenant or Manager must provide First Aid kits on site and accessible to staff and members. The standards and requirements of this section have been promised to Landlord by Tenant, according to standards that are known to and understood by Tenant. Landlord shall not be required to enforce these standards and requirements and shall not be responsible for Tenant’s adherence (or lack of adherence) to them. When youth are in a scull or other watercraft on the water, Tenant or Manager shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a

watercraft that can follow youth and allow the adult supervisor to keep youth within view and respond to their needs.

10. Hazardous Materials

(a) Environmental Laws; Tenant's Indemnity. Tenant, its Manager, and their employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Premises, or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials in the Premises or the Park, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. The terms "**Hazardous Substances**" or "**Toxic Materials**" as used in this Lease shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "**Environmental Laws**" as used in this Lease shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminates. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the Effective Date and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) Tenant's violation of any Environmental Laws. Tenant shall have no obligation to indemnify Landlord for Tenant's mere discovery of a pre-existing Hazardous Substance or Toxic Material on the Premises that was not caused by Tenant or that was Released prior to the Effective Date. Notwithstanding anything to the contrary in this Lease, Tenant shall not be responsible for any Hazardous Substances or Toxic Materials present in the Premises on or before the Commencement Date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the Commencement Date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by Landlord or Landlord's agents, employees or contractors. Tenant's obligations under this Section 10(a) shall survive the expiration or sooner termination of this Lease.

(b) Landlord's Warranties; Release and Indemnity. As of the Effective Date, Landlord has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Premises, the Bridge or the Dock of any Hazardous Substances or Toxic Material in violation of any Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, taxes and expenses (including litigation costs and reasonable attorneys' fees) resulting from the introduction of Hazardous Substances or Toxic Materials in the Premises in violation of applicable Environmental Laws by Landlord or Landlord's employees, agents or contractors. Landlord's indemnification obligations set forth in this Section 10(b) shall survive the expiration or earlier termination of this Lease.

(c) Complete Agreement. This Section 10 constitutes the entire agreement of Landlord and Tenant regarding Hazardous Substances or Toxic Materials.

11. Programs and Activities. Prices charged by the Tenant or Manager to public participants for the Programs and Activities in the Park must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar Programs and Activities in city parks. For at least the first twelve (12) months following the Effective Date of this Agreement, the participant costs and

fees for those rowing programs and services offered by Tenant shall be as specified in Exhibit D, Participant Costs. Additionally, Programs offered by the Tenant shall include discounted/free scholarships, on a first-come, first-served basis, to families whose household income is at or below the King County median household income level. The scholarships will be available throughout the Term of this Lease. In its brochures and marketing materials, Tenant shall advertise and make the scholarships known to potential participants.

12. Maintenance and Repair Obligations.

(a) Landlord's Maintenance Obligations. Landlord shall maintain the exterior of the Building, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the Staging Area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 18, below), and restoring the components of the same when necessary. Landlord shall be responsible for janitorial services in the public bathrooms. In addition, Landlord shall maintain and repair the Park, including the boardwalk, paths, the Bridge, Dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal.

(b) Tenant's Maintenance Obligations. Tenant shall maintain or cause the Manager to maintain the Facility in good order and condition at all times during the Term, and shall maintain, repair and replace (when necessary) the interior portions of the Building, including, (a) the systems exclusively serving the Building, including, without limitation; electricity for lighting and power usage, sewer, security system, mechanical, cooling, heating and ventilation (including the related equipment located outside the Premises), (b) Tenant's personal property, trade fixtures, furniture, and equipment (collectively, "**Tenant's Personal Property**"), (c) the windows, plate glass, and doors and entryways to the Building, and (d) any Alterations (as defined in Section 16), made by Tenant.

13. Assignment, Subletting, and Management.

(a) Landlord's Consent Required. Tenant shall not (i) assign or otherwise transfer this Lease or the leasehold estate hereby granted; or (ii) sublet all or part of the Premises; or (iii) permit any business to be operated in or from the Premises by any concessionaire or licensee other than those Programs and Activities permitted to be conducted by the Manager pursuant to the Management Agreement (each of the foregoing being hereinafter referred to as a "**Transfer**"), without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Further, Tenant shall not enter into a Management Agreement with any party other than GPRF, or a Community Partner mutually agreed to by the Parties, it being understood that it is the intention of the Parties to have a third-party serve as Manager during the Term. Landlord's consent shall not be unreasonably withheld to replacement of a Manager if the Manager: (x) fails to cure a material default under the Management Agreement within any applicable cure period set forth therein; (y) dissolves, becomes insolvent or seeks bankruptcy protection; or (z) declines to extend the Management Agreement after the initial 5-year Term

(b) Governing Provisions. If Tenant desires to effect any such Transfer, it shall send its written request to Landlord (the "**Transfer Request**") at least sixty (60) days prior to the effective date of the proposed Transfer. The Transfer Request shall identify the proposed assignee, subtenant, or management licensee (a "**Transferee**"). As a condition to Landlord's consideration of any proposed Transfer, Tenant shall not be in Default under this Lease, either at the time of delivery of the Transfer Request Tenant shall pay to Landlord all legal fees and any other out-of-pocket expenses incurred by Landlord in evaluating any such proposed Transfer, up to \$2,500 per proposed Transfer. In addition, as a condition to Landlord's consideration of a change in the Manager, Tenant shall deliver to Landlord with its Transfer Request, for its review and approval prior to execution, the proposed form of Management Agreement with the proposed replacement Manager. A Transfer to which Landlord consents is referred

to in this Lease as an “**Approved Transfer**” and the subject assignee, subtenant, or management licensee is an “**Approved Transferee**.”

14. Utilities. Landlord shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Premises. Landlord shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, but Landlord shall use commercially reasonable efforts to cause such utility service to be restored.

15. Surrender of Possession. Upon expiration or earlier termination of the Term of this Lease, or upon re-entry by Landlord (including any holdover period), Tenant shall at its expense: (1) remove Tenant’s Personal Property; (2) deliver the Premises to Landlord with any permitted Alterations (unless such Alterations required by Landlord to be removed by Tenant at the end of the Term) in a “broom-clean” and sanitary condition, reasonable wear and tear excepted; and (3) promptly and peacefully surrender the Premises. Any of Tenant’s Personal Property not removed by Tenant prior to the Expiration Date or sooner termination of this Lease shall, at Landlord’s option, either become Landlord’s property or may be disposed of or stored by Landlord at Tenant’s risk and expense.

16. Alterations.

(a) Consent Required. Except as set forth below, Tenant shall not make any improvements (including Tenant’s Improvements), alterations, changes or additions (collectively, “**Alterations**”) to the Building or any other portion of the Premises without Landlord’s prior written consent, which Landlord may grant or withhold in its sole discretion; *provided*, however, that Landlord shall not unreasonably withhold or delay its consent to interior, non-structural alterations to the Building which (i) do not affect any mechanical, plumbing, electrical or other utility system or equipment serving the building, (ii) are in conformity with all applicable Requirements, and (iii) cost \$100,000.00 or less in the aggregate per Alteration or related series of Alterations.

(b) Plans and Specifications. As a condition to Landlord’s consent, Tenant shall deliver to Landlord for its review complete plans and specifications for the proposed Alterations, together with any other information as Landlord may reasonably require in connection therewith. Upon completion of any approved Alterations, Tenant shall provide Landlord with as-built plans or a description describing said Alterations, as Landlord may direct. Landlord shall be entitled to inspect the Alterations at any time during the performance, and after completion, thereof, in order to determine whether the same are being or have been performed in accordance with its consent and specifications and all applicable Requirements. If required by Landlord, Tenant shall remove any such Alterations from the Premises upon the expiration or sooner termination of this Lease.

(c) Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall indemnify and hold Landlord harmless against the same.

17. Entry and Inspection. Landlord may enter the Premises at any time for the purpose of inspecting the Premises, and upon reasonable prior notice, may enter the Premises to make minor repairs or to perform such maintenance work as may be required under this Lease; provided, however, in the event of an emergency, Landlord may immediately enter the Premises under all circumstances without notice. Except in the event of an emergency, and provided that Tenant is open and operating from the Premises, Landlord shall notify Tenant in writing at least ten (10) days prior to the commencement of any alterations, construction or repairs that would have a material adverse effect on Tenant’s operations in the Premises and shall coordinate the performance and timing thereof with Tenant (with both Landlord and Tenant acting reasonably).

18. Damage or Destruction.

(a) Insured Damage and Repair to the Premises. If during the Term all or any portion of the Premises is damaged or destroyed by fire or other casualty (a “**Casualty**”) Tenant shall give immediate notice to Landlord. If this Lease is not terminated pursuant to subsection (b) below and the Casualty is covered by Landlord’s casualty insurance policy, Landlord shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by Landlord; *provided*, however, that unless Landlord so elects, Landlord shall have no responsibility for the repair or restoration of any Alterations made by Tenant.

(b) Termination by Landlord. If, in Landlord’s reasonable determination, the Premises are damaged or destroyed by any Casualty covered by Landlord’s casualty insurance policy to such an extent as to render the same untenable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Premises during the last twelve (12) months of the Term, or if the Landlord’s insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Premises will exceed nine (9) months from the date of the Casualty, then Landlord may, at Landlord’s option, either (i) repair such damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within ninety (90) days after the date of the Casualty, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(b) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(c) Uninsured Damage. If during the Term the Premises are damaged and such damage was caused by a casualty not covered under Landlord’s casualty insurance policy, Landlord may, at its option, either (i) repair such damage as soon as reasonably possible at Landlord’s expense, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within sixty (60) days after the date of occurrence of such damage, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(c) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(d) All Other Damage and Repair. If any portion of the Facility or the improvements in the Park which is reasonably required for Tenant’s rowing program is damaged or destroyed, then during any period during the Term that by reason of such damage or destruction Tenant is unable to conduct its normal operations on a reasonable basis, Tenant shall not be obligated to operate or conduct Programs and Activities as required under this Lease until the damaged area has been restored.

(e) Tenant’s Restoration. In no event shall Landlord be responsible for repair or restoration of Tenant’s Personal Property or Alterations. Unless this Lease is terminated, Tenant shall, upon Landlord’s substantial completion of any repair or restoration hereunder, promptly repair and restore its Personal Property in the Facility, and, if desired by Tenant, any Alterations approved by Landlord.

19. Indemnification; Liability.

(a) Tenant Indemnity. Throughout the Term, Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Tenant’s use of Premises, Tenant’s the conduct of Tenant’s business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord. It is further

specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

(b) Public Restrooms. Except to the extent caused by Tenant's or Manager's negligence or willful misconduct, or either of their agents, employees, contractors, or business invitees, Tenant shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Premises.

(c) Survival. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

20. Insurance.

(a) Tenant's Liability Insurance. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect, a policy of commercial general liability insurance on an occurrence form insuring Tenant's and Manager's activities upon, in or about the Premises, the Facility, and the Park against claims of bodily injury, death or property damage or loss with limits no less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate (per policy year) and shall include premises operations, products/completed operations, and a contractual liability endorsement covering Tenant's obligations under Section 19. In addition, Tenant shall, and its sole cost and expense, keep and maintain an umbrella liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. All such liability insurance shall name Landlord as an additional insured, using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage and shall be primary and noncontributory with any insurance carried by Landlord.

(b) Tenant's Property Insurance and Alterations. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect what is commonly referred to as "all risk" or "special form" coverage insurance or its equivalent (but excluding earthquake) on Tenant's Alterations and Tenant's Personal Property, in an amount not less than 90% replacement value thereof. In the event the property damage insurance known as of the date of this Lease as "special form" ceases to exist in the future, Tenant shall maintain that form of property damage insurance that provides coverage against the same causes of loss as "special form" property damage insurance does as of the date of this Lease, to the extent that such coverage is available.

(c) Tenant's Insurance Policy Requirements. All insurance required under this Section shall be with companies licensed to issue policies in the State of Washington and rated A- VIII or better in the current edition of Best's Insurance Guide. Tenant shall provide Landlord with written notice of any policy cancellation within two (2) business days of Tenant's receipt of such notice. Tenant shall deliver to Landlord prior to the Commencement Date, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Section. Landlord reserves the right to require reasonable additional coverage and increase limits as industry standards change. The insurance required to be carried pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations so long as the coverage required hereunder is not affected thereby; provided, however, in all other respects each of such policies shall comply with the provisions of this Section 20.

(d) Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, (a) a policy of commercial general liability insurance naming Landlord as an additional insured and affording protection to the limit, for each occurrence, of not less than One Million Dollars (\$1,000,000); and (b) worker's

compensation or similar insurance in form and amounts required by law, or such other insurance or in such other amounts as is reasonably required by Landlord from time to time for contractors doing work in the Facility.

(e) Landlord's Property Insurance. Landlord shall require its contractor to carry builder's risk insurance during construction of the Building. Upon substantial completion of the Building, Landlord agrees to add the Building to the Landlord's property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to Landlord's membership in the Washington Cities Insurance Authority (WCIA) risk pool.

(f) Waiver of Subrogation. Notwithstanding any other term or provision hereof, Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Building or Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. Advertising. Throughout the Term, Landlord shall promote and advertise rowing classes, programs and events at least once yearly in Landlord's Newsletter, provided that the Landlord shall determine the timing and space allocated to such advertising in its sole discretion. Landlord shall also include a link on Landlord's website to Tenant and Manager's websites. From time to time Landlord may announce Tenant and Manager's programs, classes, and events through Landlord's various communications outlets.

(a) Tenant's Signage: Windows. Throughout the Term, Tenant shall have the right to place on the interior of any window in the Building, or any part of the interior of the Building visible from the exterior thereof, signs, notices or decorations, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to changes in City's sign code, Tenant may place one sign on the water (northern) side of the Park near the Dock. The sign shall be no more than five square feet in size and must meet City's sign code requirements. The look, content and location of the sign shall be approved in writing and in advance by the City Manager. The sign's location shall not interfere with public use and enjoyment of the Park. Also subject to changes in City's sign code, Tenant may also place one A-frame sign on the Park (not in the right-of-way) near and visible from NE 170th Street. Current City code (subject to change) allows an A-frame sign no larger than six square feet. The look, content and location of the A-frame sign shall be approved in writing and in advance by the City Manager. Tenant shall not place any other type of signage or advertisement of its use and activities on the Park without written permission from Landlord and, if such permission is granted, not until appropriate permits, licenses and approvals are obtained.

(b) Landlord's Signage. To maximize the use of the Dock for the launching of hand powered watercraft, City may post "No Fishing from Dock" signs. Tenant and its Manager, staff and coaches shall not monopolize the Dock or boat ramp and shall keep the Dock and boat ramp reasonably clear for other boats. Depending on usage and conflicts that may arise, City may adopt additional rules regarding use and public enjoyment of the dock and boat ramp.

22. Default.

(a) Tenant's Default. The occurrence of any one or more of the following events shall constitute a Default by Tenant:

(i) The failure by Tenant to make any payment or perform any monetary obligation constituting Rent or to pay any other monetary amount required to be paid by Tenant hereunder, within five (5) business days following written notice from Landlord that the same is past due.

(ii) The failure by Tenant to observe or perform any of its covenants and obligations within such notice and cure periods as may be set forth elsewhere in this Lease, including, without limitation, Section 9(d) hereof; or

(iii) The failure by Tenant to observe and perform any other covenant or obligation required hereunder within thirty (30) days of written notice of such failure; provided, however, that as to any default, which by its nature, cannot reasonably be cured within such 30-day period, Tenant shall not be deemed in default hereunder if it commences cure within such 30-day period and thereafter diligently prosecutes the cure to completion.

(b) Landlord's Remedies. In the event of any Default by Tenant, Landlord may elect to (i) cancel and terminate this Lease; (ii) to sue for all damages suffered by Landlord as a result of such Default; (iii) terminate Tenant's right to possession only without terminating the Lease; and/or (iii) pursue any other remedy available at law or equity. Upon any election by Landlord to terminate this Lease, then Tenant shall immediately (if it has not already done so), quit and surrender the Premises to Landlord as required herein.

(c) Landlord's Right to Perform. Notwithstanding anything herein contained to the contrary, if Tenant is in default in the performance of any of the terms or provisions of this Lease and if Landlord gives Tenant notice in writing of such default specifying the nature thereof, and if Tenant fails to cure such default within the time provided herein or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be Rent and shall be paid by Tenant within thirty (30) days invoice of the same.

(d) Landlord's Default. The following shall constitute a Default by Landlord: if Landlord fails to observe or perform any covenant or provision of this Lease to be performed or observed by Landlord, within thirty (30) days after written notice from Tenant specifically setting forth the nature of such failure; provided that respect to any such default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if Landlord commences to cure within such 30-day period and diligently prosecutes the cure to completion.

(e) Tenant's Remedies. In the event of a Default by Landlord, Tenant shall have all remedies available at law or equity.

(f) Remedies Cumulative. Except as expressly set forth in this Lease, all rights and remedies of Landlord and Tenant herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

23. Holdover. If the Premises are not surrendered to Landlord upon the Expiration Date or sooner termination of this Lease in the condition required hereunder, such holding over shall not be deemed to extend the term or renew this Lease, and Tenant shall be deemed a tenant-at-sufferance. In such event, Tenant shall pay Landlord additional Rent in the amount of \$35.00 per day until Tenant shall have vacated and surrendered the Premises to Landlord in the condition required hereunder, and shall indemnify, defend, and hold Landlord harmless from any claims, losses, and liabilities resulting from Tenant's holding over in the Premises in violation of this Lease.

24. Costs and Attorney's Fees. If Tenant or Landlord shall bring any action arising out of this Lease, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, and such attorneys' fees shall be deemed to have accrued on commencement of such action.

25. Non-Waiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant's quiet possession of the Premises shall not be disturbed by Landlord or others claiming through Landlord.

27. Landlord's Warranties and Covenants. Landlord represents, warrants and covenants as of the Effective Date and Commencement Date:

(a) Landlord's Title and Power to Lease. Landlord holds fee title to the Facility and has full right, power and authority to lease the Premises to Tenant. Landlord is not a party to any agreement or litigation that would constitute a default under this Lease.

(b) Authority. The person signing this Lease on behalf of Landlord is duly authorized to sign this Lease.

28. Tenant's Warranties and Covenants. Tenant and the person(s) executing and delivering this Lease on Tenant's behalf each represent and warrant that (a) they are duly authorized to so act; (b) that Tenant is duly organized and qualified to do business in the State of Washington, is in good standing under the laws of the State of Washington, and has the power and authority to enter into this Lease; and (c) that all action required to authorize Tenant to enter into this Lease and for such person(s) to execute into this Lease has been duly taken.

29. General.

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. Subject to the prohibitions against assignment, subletting, and other transfers, as set forth in Section 13, above, the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, administrators, successors, and assigns.

(c) Entire Agreement; Exhibits. This Lease and the Exhibits attached hereto contain all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. The following Exhibits are an integral part of this Lease and are incorporated herein by this reference:

Exhibit A	-	Site Plan for the Facility
Exhibit A-1	-	Legal Description of the Park
Exhibit B	-	Plans and Specifications
Exhibit C	-	Form of Management Agreement
Exhibit D	-	Participant Cost for the First 12 Months

No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Force Majeure. Time periods for performance under any provisions of this Lease shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("**Force Majeure**"); provided, however, that, (i) there shall be no such extensions of time for any provision of this Lease requiring the payment of money including, but not limited to, Rent, and (ii) there shall be no extension until Landlord or Tenant, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).

(f) Waiver of Jury Trial. THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF THE PARTIES AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(g) Governing Law; Venue; Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant hereby irrevocably agree that any legal action or proceeding arising out of or relating to this Lease shall only be brought in the Superior Court of King County, Washington. By execution and delivery of this Lease, Landlord and Tenant hereby irrevocably accept and submit generally and unconditionally to the jurisdiction of such court, and hereby waive any defenses based on jurisdiction, venue or forum non-conveniens.

(h) Notices. All notices, requests, demands, approvals, consents, or other communications required or permitted hereunder or required by law shall be in writing and given by personal delivery, or by mailing the same, certified U.S. mail, return receipt requested, postage prepaid, or by a reliable overnight courier service providing for delivery against receipt (such as Federal Express), postage or delivery charges prepaid, at the addresses set forth below, and the same shall be deemed given upon receipt or upon first attempted delivery thereof, in the case of notices personally delivered or sent by overnight courier service, or upon the third business day following mailing by U.S. mail, as aforesaid. The addresses set forth below may be changed or supplemented by notice given by such party to the other in accordance with this Section 29(h).

To Landlord: City of Kenmore
Attn: City Manager
18120 68th Avenue NE
Kenmore, WA 98028
Email: rKarlinsky@kenmorewa.gov
Phone: (425) 398-8900

With a copy to: Inslee Best Doezie & Ryder
Attn: Dawn F. Reitan
10900 NE 4th Street, Suite 1500
Bellevue, WA 98004
Email: dreitan@insleebest.com
Phone: (425) 455-1234

To Tenant: Northshore School District
Support Services Center
22105 23rd Dr. S.E.
Bothell, WA 98021-4409
Attn: Dr. Joseph Paperman, Chief Operating Officer
Email: jpaperman@nsd.org
Phone: 425-408-7806

With a copy to: Perkins Coie LLP
1201 Third Ave., Suite 4900
Seattle, WA 98101-3099
Attn: Serena Carlsen
Email: SCarlsen@perkinscoie.com
Phone: 206-359-3324

(i) Time of the Essence. Time is of the essence as to the dates and timeframes set forth in this Lease.

(j) No Partnership. Nothing herein contained shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being agreed that no provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant, or cause Landlord to be responsible in any way for any acts, debts or obligations of Tenant.

(k) No Offer. The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

(l) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, Landlord hereby assures that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under Landlord's programs, activities, or services. In addition, the selected organization, with regard to the work performed during the contract, shall affirmatively support non-discrimination practices, including in the selection and retention of subcontractors and in the procurement of material and equipment.

(m) Business Day Defined. Any reference to "business day" means any day that is not a Saturday or Sunday on which commercial banks are generally open for business in the state in which the Premises is located.

(n) Recordation. Tenant shall not record this Lease or any short form memorandum hereof without Landlord's prior written consent.

(o) Counterparts. This Lease may be executed in counterparts, and each of such executed counterparts, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease.

LANDLORD:

TENANT:

City of Kenmore,
a Washington municipal corporation

Northshore School District,
a Washington School District

By: RJK
Name: City Manager Rob Karlinsg
Title: City Manager

By: M. C. Rial
Name: Michelle C. Rial
Title: Superintendent

LANDLORD

STATE OF Wash.)
COUNTY OF King) ss.

On this 4th day of Feb., 2021, before me, a Notary Public in and for the State of Washington, personally appeared Rob Raslinsey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City manager of the City of Kenmore, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Signature of Notary Public
Nancy Meehan
(Print Name)

NOTARY PUBLIC in and for the State
of Washington, residing at Woodinville
My appointment expires 3/8/22

TENANT

[illegible]

On this 28th day of January, 2021, before me, a Notary Public in and for the State of Washington, personally appeared Dr. Michelle Reid, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Superintendent of Northshore School District to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Signature of Notary Public
Toni M. Damiron
(Print Name)

NOTARY PUBLIC in and for the State
of Washington, residing at Bothell WA
My appointment expires 07/29/2023

EXHIBIT A

SITE PLAN

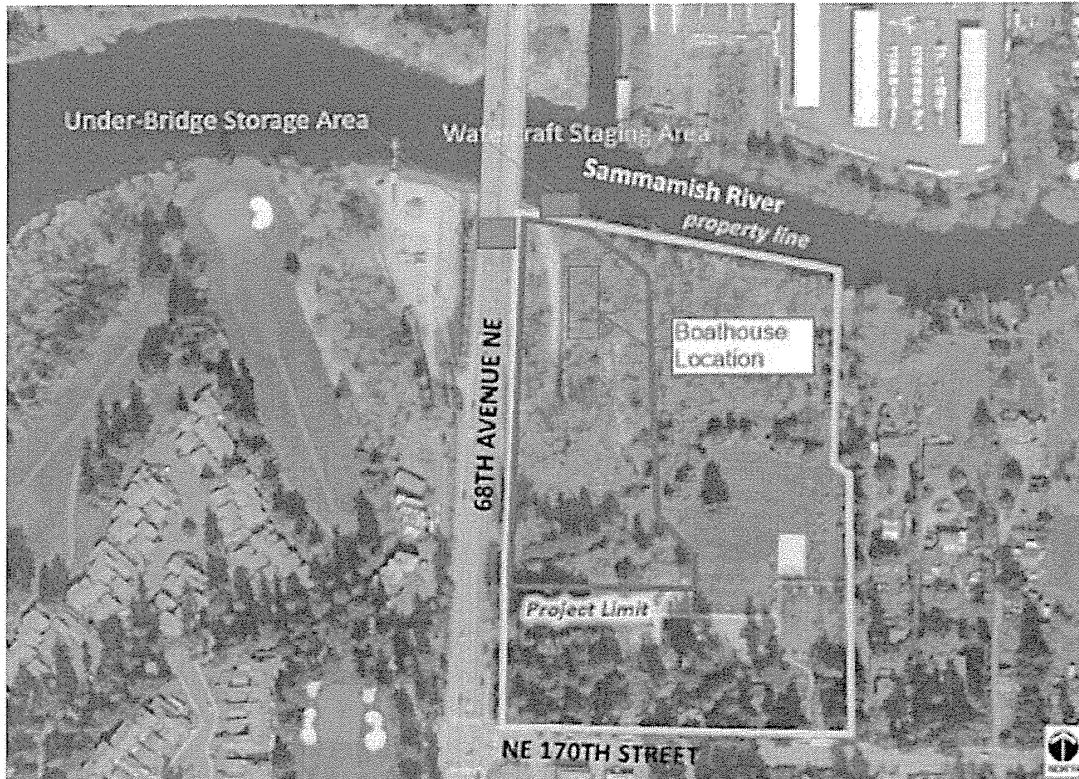


EXHIBIT A-1

LEGAL DESCRIPTION OF PARK

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,350 FEET NORTH AND 30 FEET EAST OF THE S.W. CORNER OF SAID SECTION 12;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 628.12 FEET;
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT;
THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT 30 FEET EAST OF THE WEST LINE OF SAID SECTION;
THENCE SOUTH TO THE POINT OF BEGINNING;

TOGETHER WITH SECOND CLASS SHORE LANDS ADJOINING AND LYING BETWEEN THE EAST AND WEST LINES OF THE ABOVE DESCRIBED TRACT OF LAND PRODUCED NORTH (BEING KNOWN AS TRACTS 42 & 43, THE MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH WATER RIGHTS AS DESCRIBED IN CERTIFICATE OF WATER RIGHT ISSUED BY THE STATE OF WASHINGTON ON NOVEMBER 10, 1930.

EXHIBIT B
PLANS AND SPECIFICATIONS

SHEET INDEX

OWNER:

ARCHITECT:

CIVIL ENGINEER:

STRUCTURAL ENGINEERS:

SURVEYOR:

**ENVIRONMENTAL
CONSULTANT:**

ACCEPTED BY:

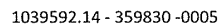
CITY OF KENMORE _____ DATE _____

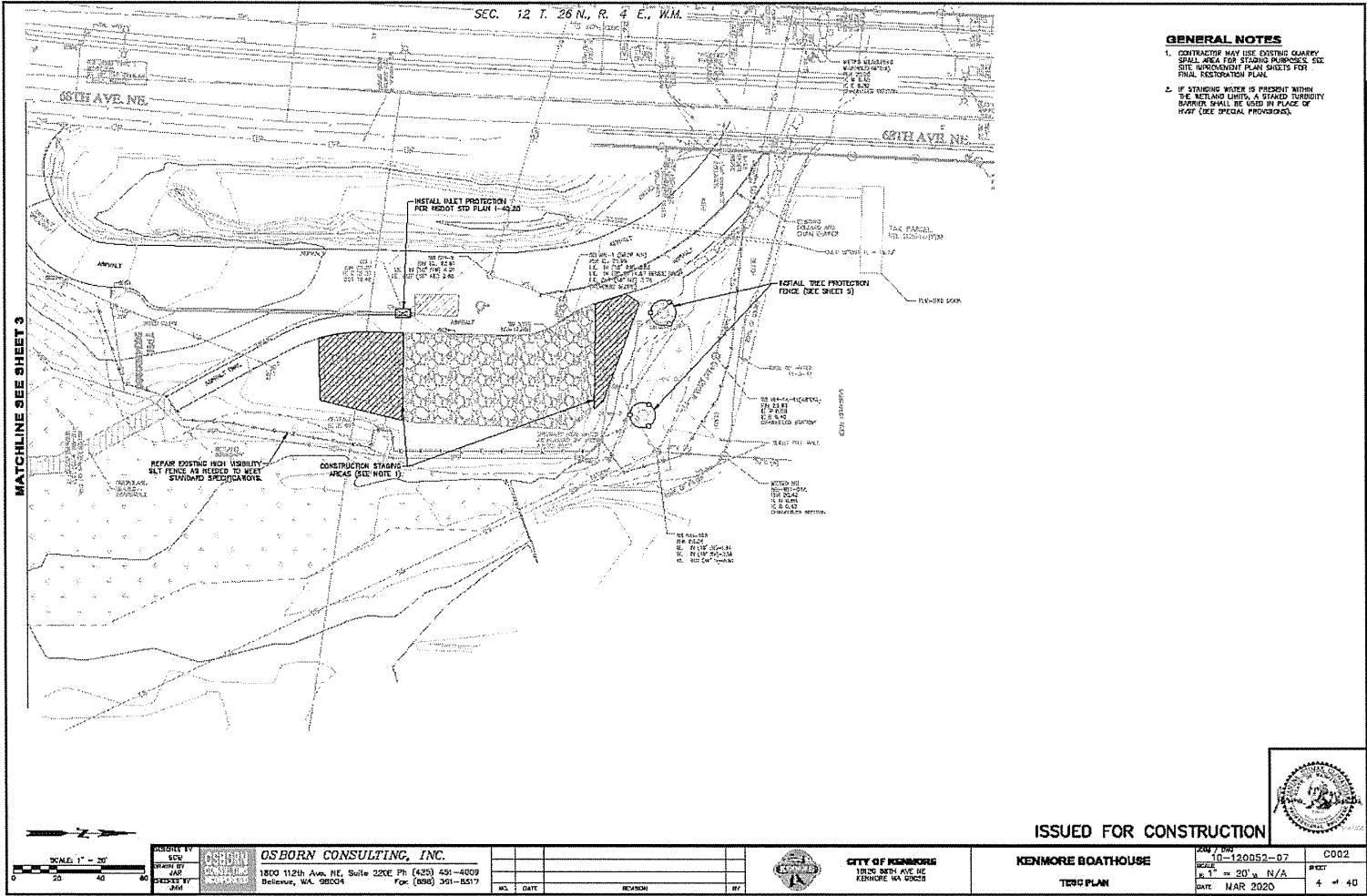
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Call before you dig.

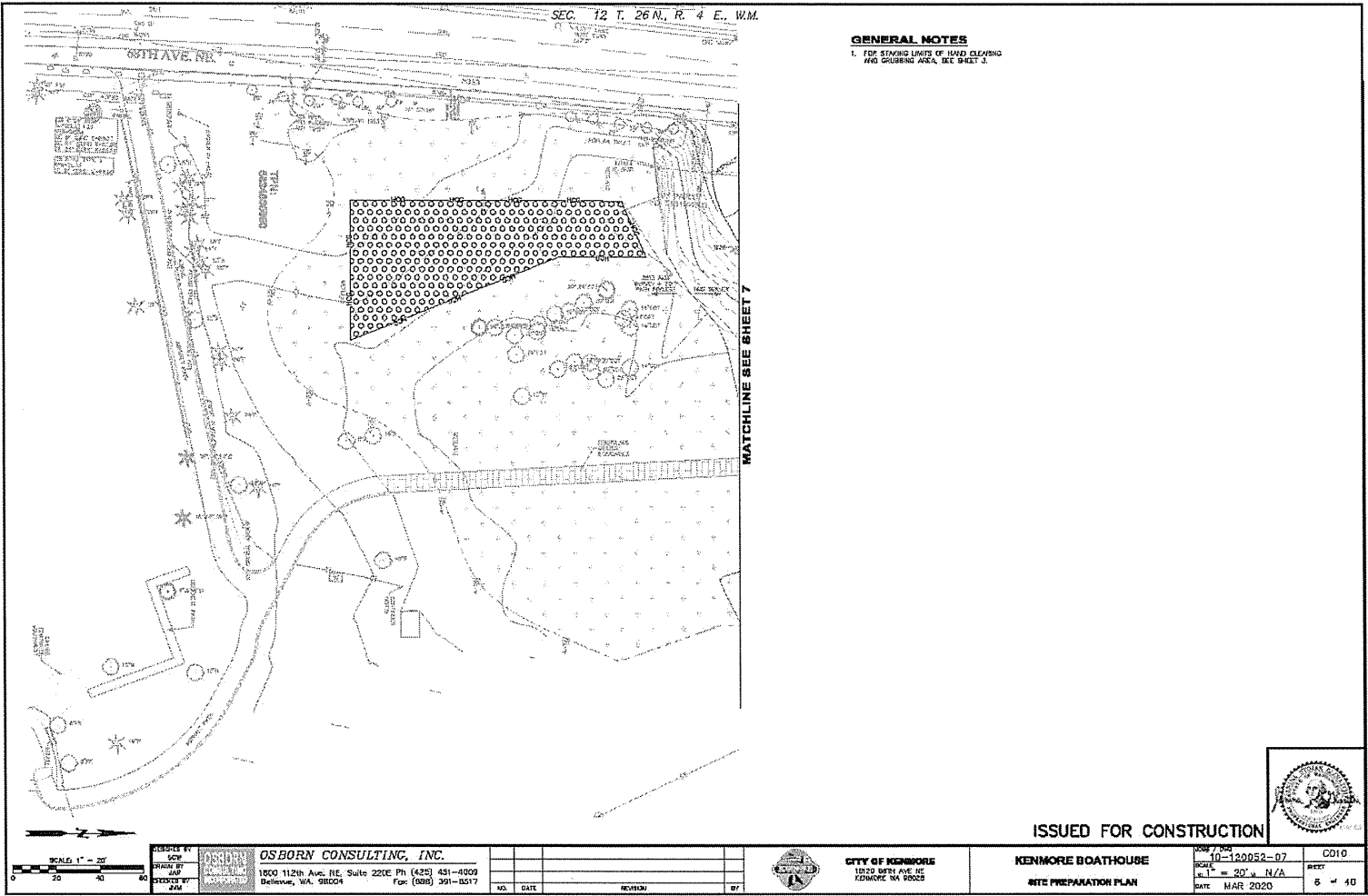
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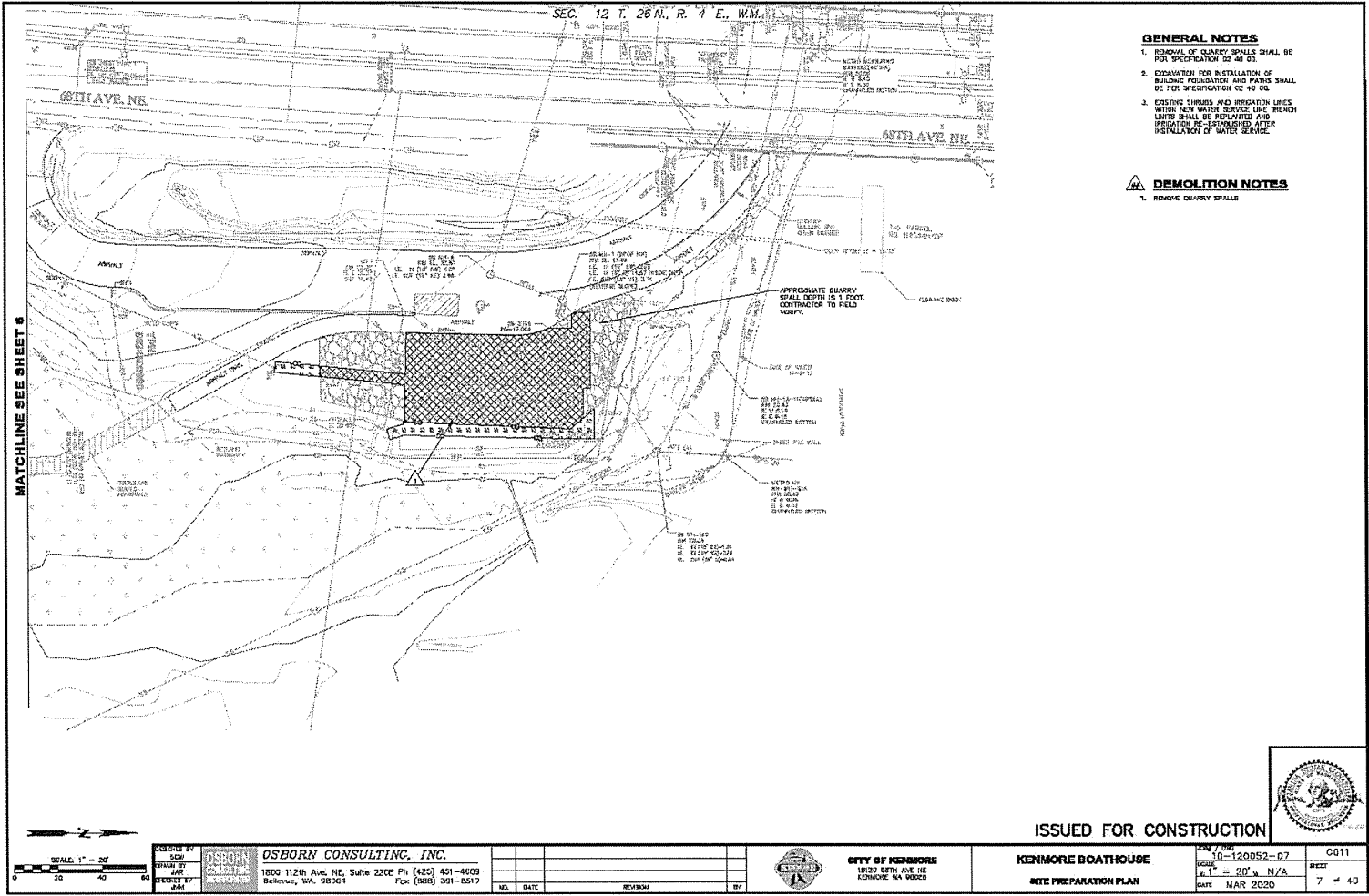
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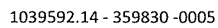
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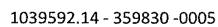


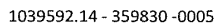


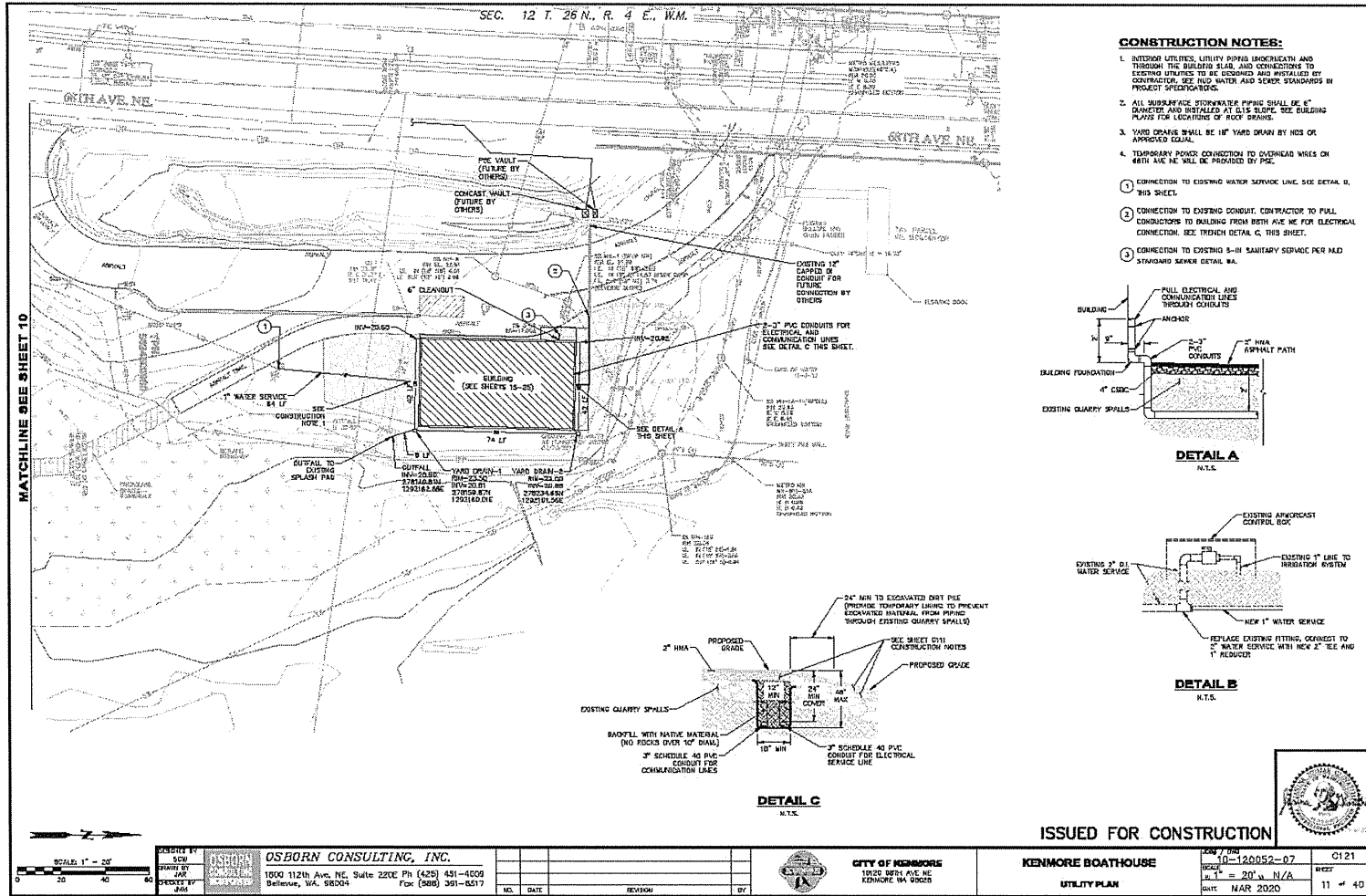


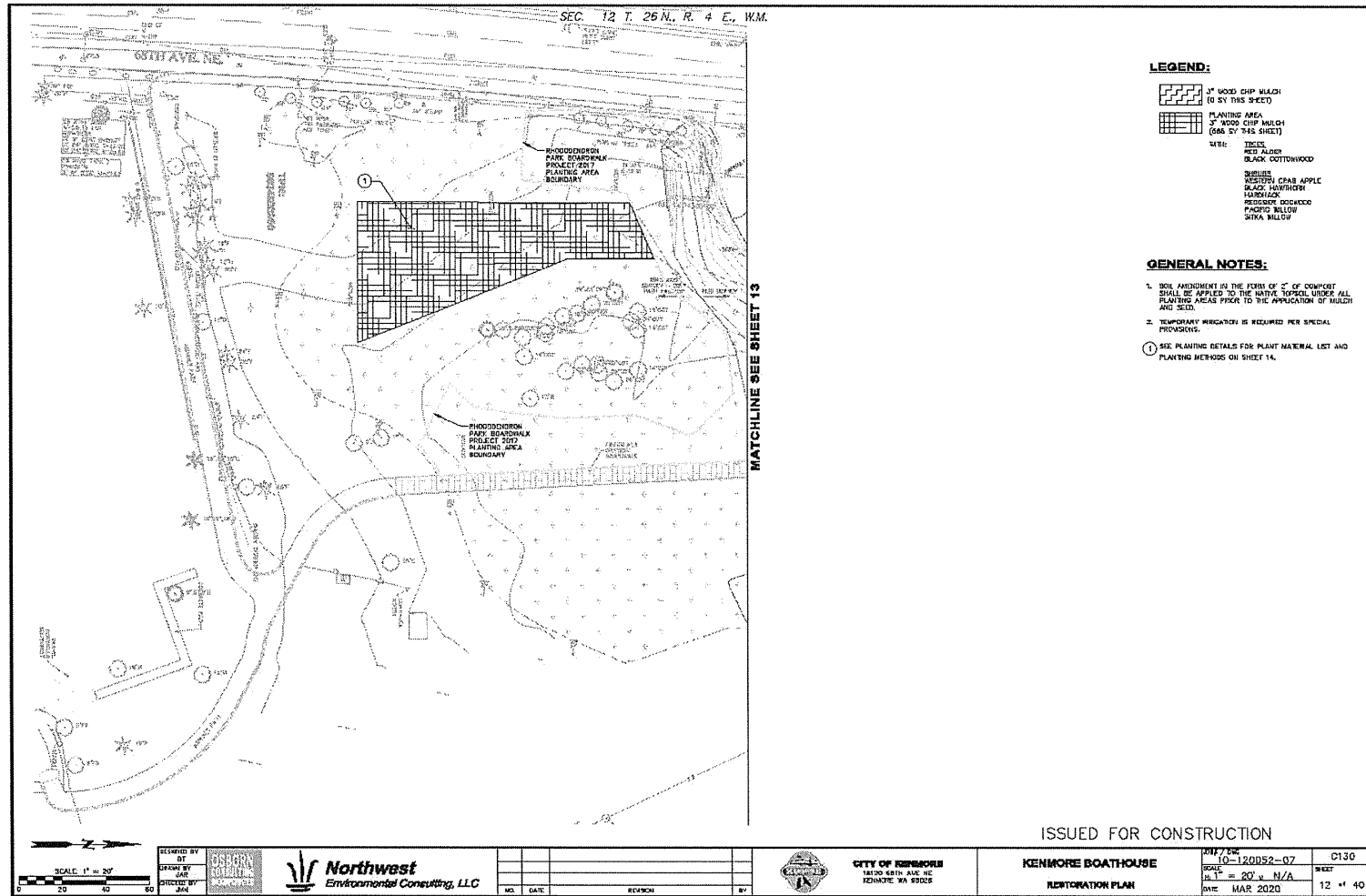


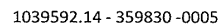












TYPICAL PLANT SPACING
X - REFER TO PLANTING MATERIAL LIST

S = SHRUB
T = TREE

PLANTING MATERIAL LIST					
COMMON NAME	SCIENTIFIC NAME	TYPE	MIN. HEIGHT	SPACING	TOTAL QTY
TREES					
RED ALDER	ALNUS RUBRA	CONTAINER	18"	5'	25
BLACK COTTONWOOD	POPULUS BALSAMIFERA	CONTAINER	18"	5'	5
				TOTAL	30
SHRUBS					
WESTERN DOG APPLE	AMALUS FLORIDA	CONTAINER	12"	5'	5
BLACK HAWTHORN	CRATAEGUS DOUGLASSII	CONTAINER	12"	5'	5
HARDY HONEYSUCKLE	LONICERA DOUGLASSII	CONTAINER	12"	5'	10
REDOWEN DOGWOOD	CORNUS SCUTELLARIA	CONTAINER	12"	5'	25
PACIFIC WILLOW	SAULX LUCIDA	LIVE STAKE	36"	3'	75
BITCH WILLOW	SAULX BICOLOR	LIVE STAKE	36"	3'	75
				TOTAL	195

GENERAL NOTES:

1. PLANTING AREA INCLUDES ENTIRE GROUND SURFACE REGARDLESS OF SURFACE COVER BETWEEN PLANTS.
2. VERIFY RI-WATER WORK RESTRICTIONS WITH THE CITY OF KENMORE PRIOR TO PLANTING.
3. INTERMIX PLANT SPECIES GROUPS FOR NATURAL APPEARANCE.
4. PLANT MATERIAL SHALL CONFORM TO ANNUAL STANDARD FOR NURSERY STOCK (AND 2001-2004) FOR PLANT SIZE AND CONDITION FOR SPECIFIED MATERIAL.
5. PLANT MATERIAL SHALL BE LOCALLY GROWN (PLANT SOUND RECORD) AND SHALL BE IN HEALTHY AND MODERATE GROWING CONDITION.
6. THE CONTRACTOR SHALL SUBMIT DOCUMENTATION SPECIFYING THE QUANTITY AND SPECIES OF PLANTS WITH NAMES OF SUPPLIERS, ADDRESSES, AND PHONE NUMBERS.
7. PLANTS WILL BE INSPECTED WHEN THEY ARRIVE ON SITE TO VERIFY THEY MEET NURSERY STOCK STANDARDS. THE INSPECTOR RESERVES THE RIGHT TO REFUSE ANY AND ALL MATERIAL IF IT IS DETERMINED THAT PLANT MATERIAL DOES NOT MEET SPECIFICATION.
8. SUBSTITUTIONS OF PLANT SPECIES OR SIZES MAY BE PERMITTED BASED ON PLANT AVAILABILITY, BUT ONLY WITH PRIOR APPROVAL BY THE MITIGATION CONSTRUCTION MONITOR.

PLANTING SEQUENCE:

1. WORK VEGETATION WITHIN CLEARING AND DRAINAGE LIMITS. HAND CLEARING AND GRUBBING SHALL BE REQUIRED FOR PLANT ESTABLISHMENT WITHIN SETBACK LIMITS.
2. PRE-SPROUTING GLASS-SCREENED AND REED CANOPY GRASS WILL BE TREATED WITH HERBICIDE AFTER MOWING 2 WEEKS AFTER RE-SPROUTING OF VEGETATION OCCURS WITHIN MOWED OR OTHER APPROVED AGRICULTURAL HERBICIDE.
3. SPREAD TWO INCHES OF COMPOST AROUND THE PLANTING AREA.
4. FINE WOOD MULCH SHALL BE PLACED OVER PLANTING AREA TO A DEPTH OF THREE INCHES. THE SOIL SHALL BE NOT VISIBLE THROUGH THE WOOD MULCH.
5. PLANT WITHIN PLANTING AREAS AS INDICATED IN THE PLANTING SCHEDULE. PULL BACK MULCH AND DIG A PLANT FOR EACH PLANT THAT IS TWICE THE SIZE OF THE ROOT BALL OR PLANT CONTAINER. REMOVE LARGE ROCKS AND OTHER DEBRIS INCLUDING ROOTS FROM PIT. SOAK PIT WITH WATER BEFORE PLANTING. BARK MULCH SHALL NOT BE USED TO BACK FILL THE PLANTING HOLE.
6. PULL BACK MULCH FROM PLANTINGS TO CREATE A MOUND RING AROUND PLANTS.
7. PLANTINGS SHALL BE WATERED THROUGHOUT THE SUMMER MONTHS.

DECIDUOUS AND EVERGREEN TREE AND SHRUB PLANTING
N.T.S.

LIVE STAKE INSTALLATION DETAIL
N.T.S.

DESIGNED BY
BT

DRIVEN BY
JAF

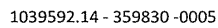
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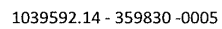
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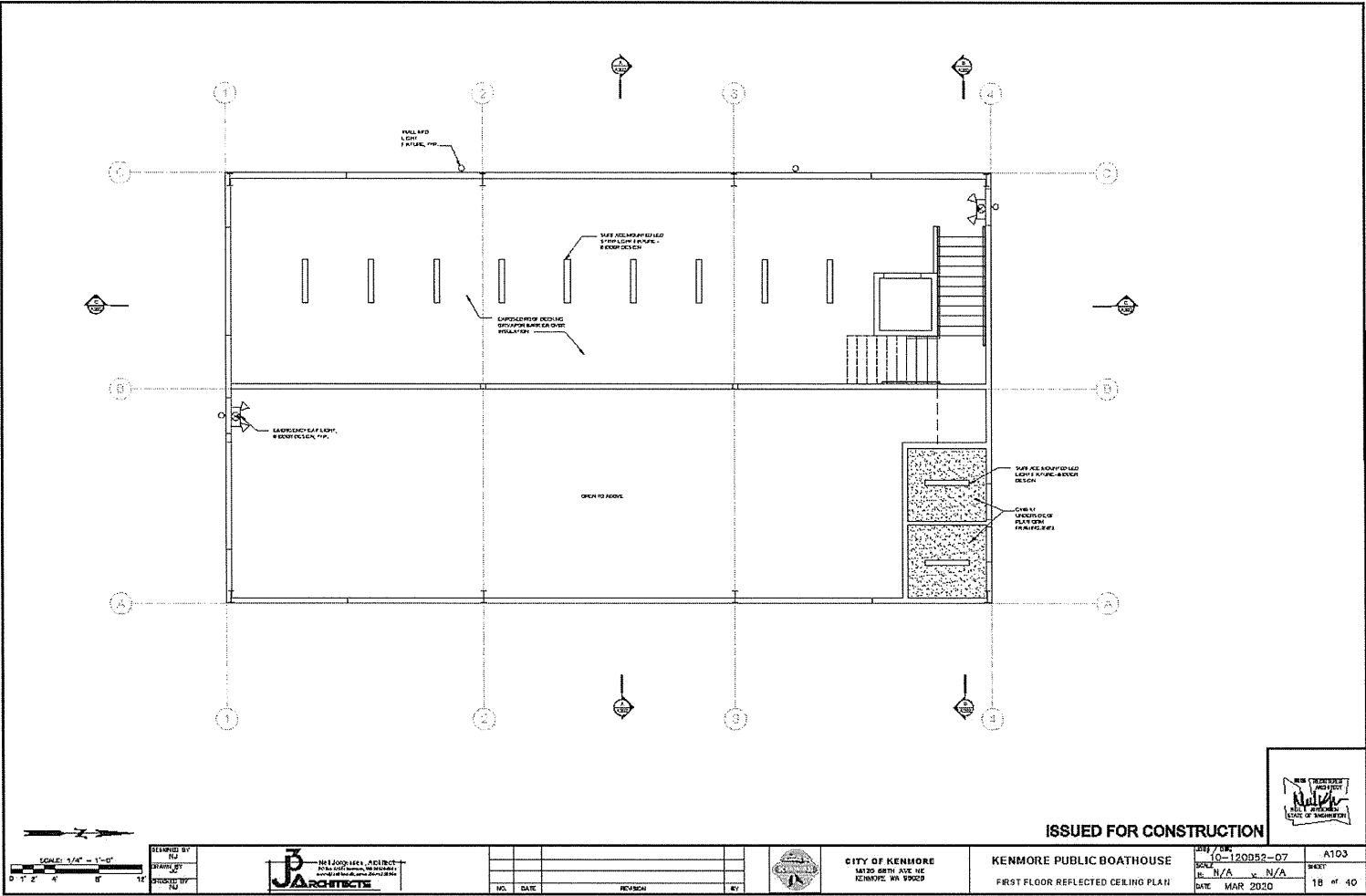
CITY OF KENMORE
1825 BETH AVE W
KENMORE WA 98023

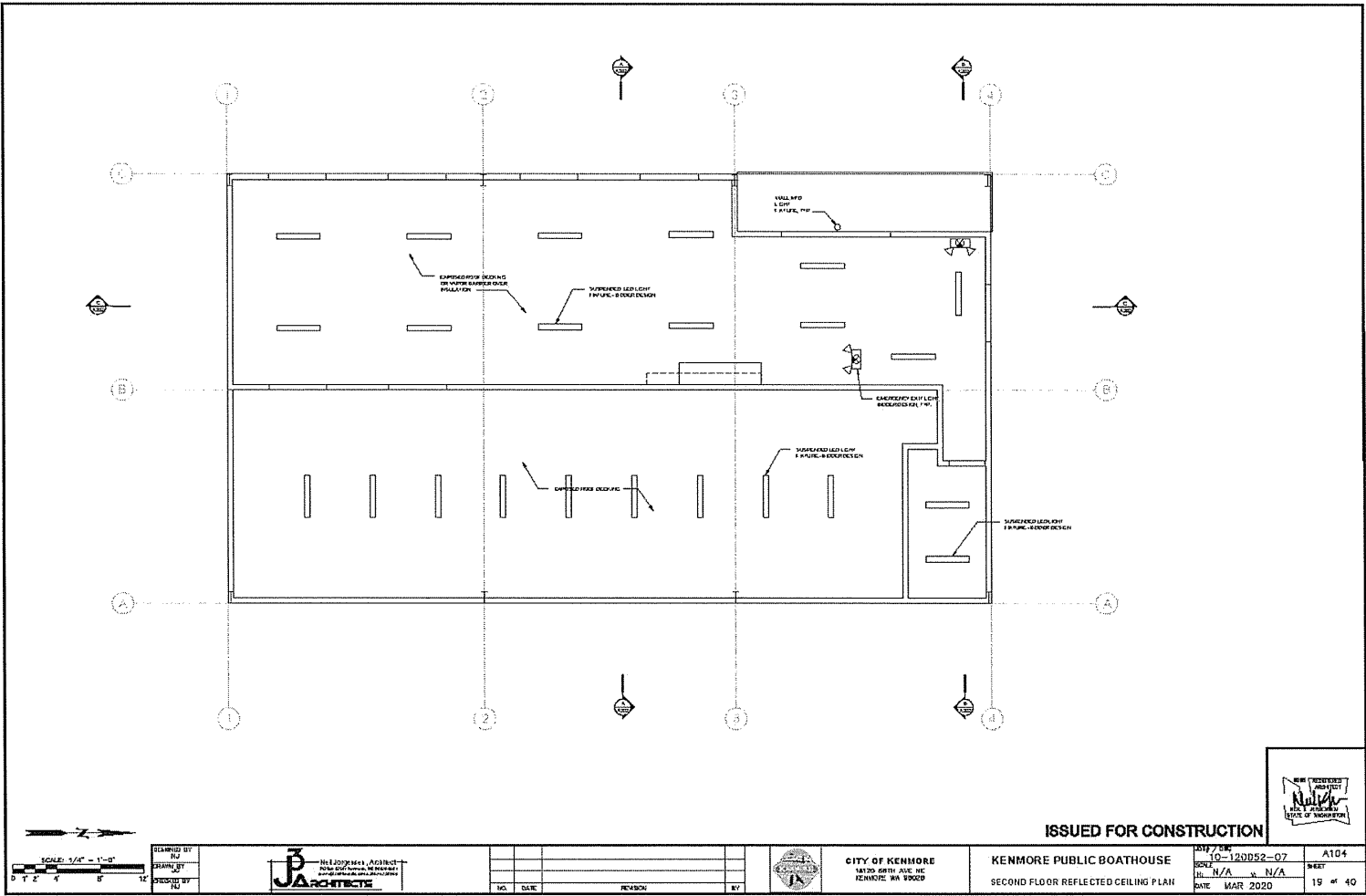
KENMORE BOATHOUSE
PLANTING DETAILS

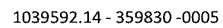
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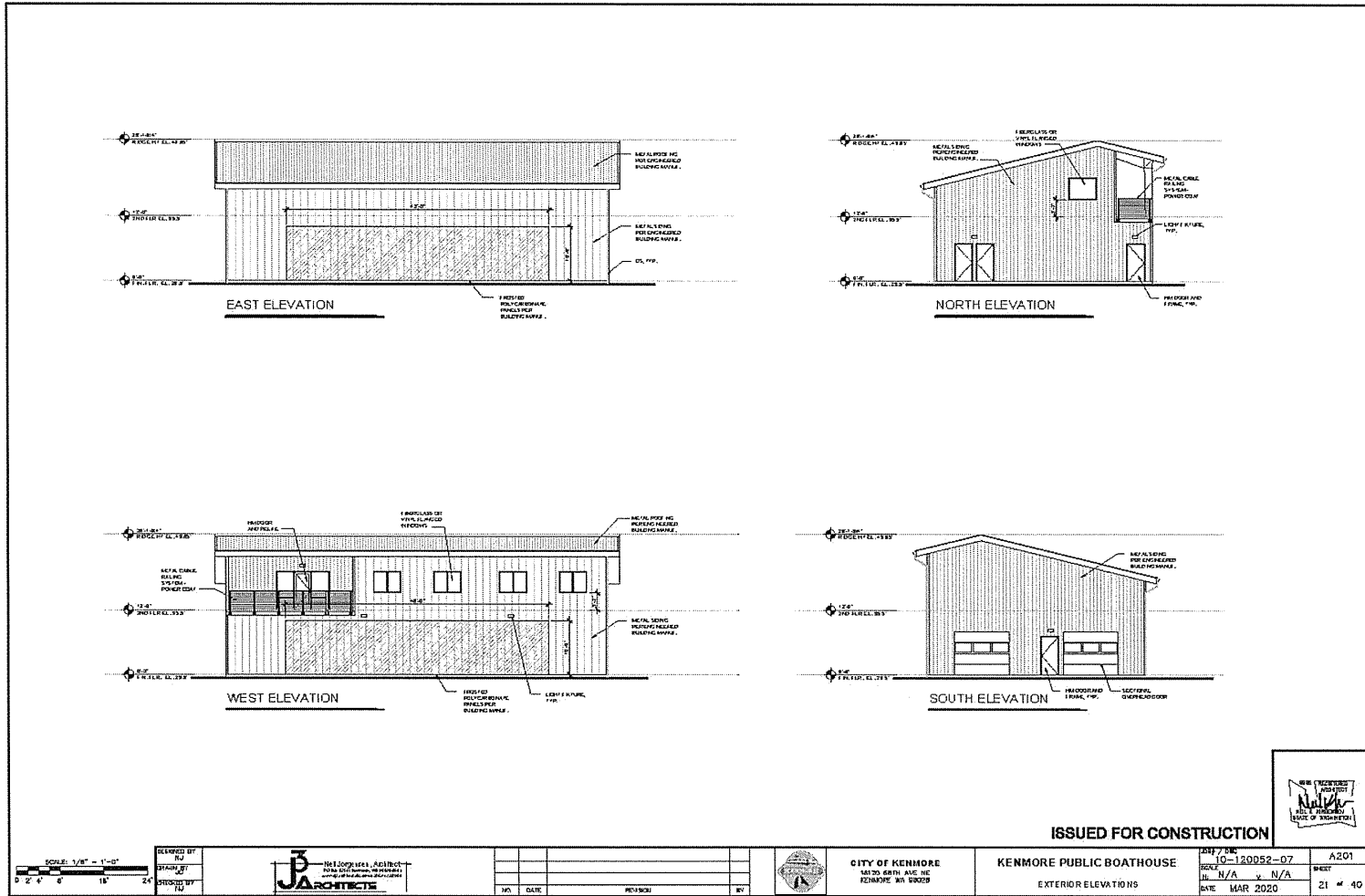


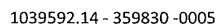


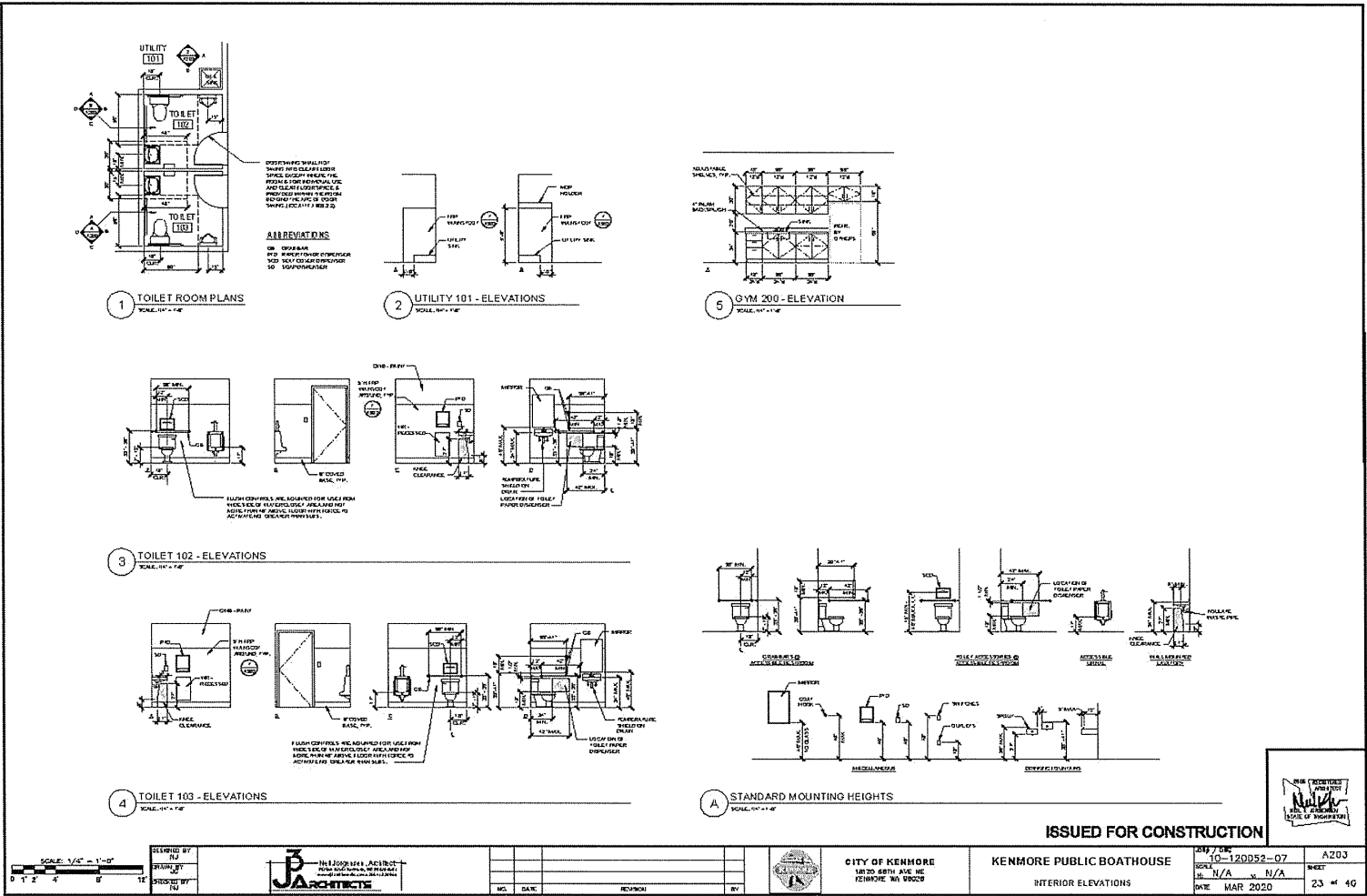


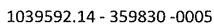


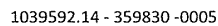






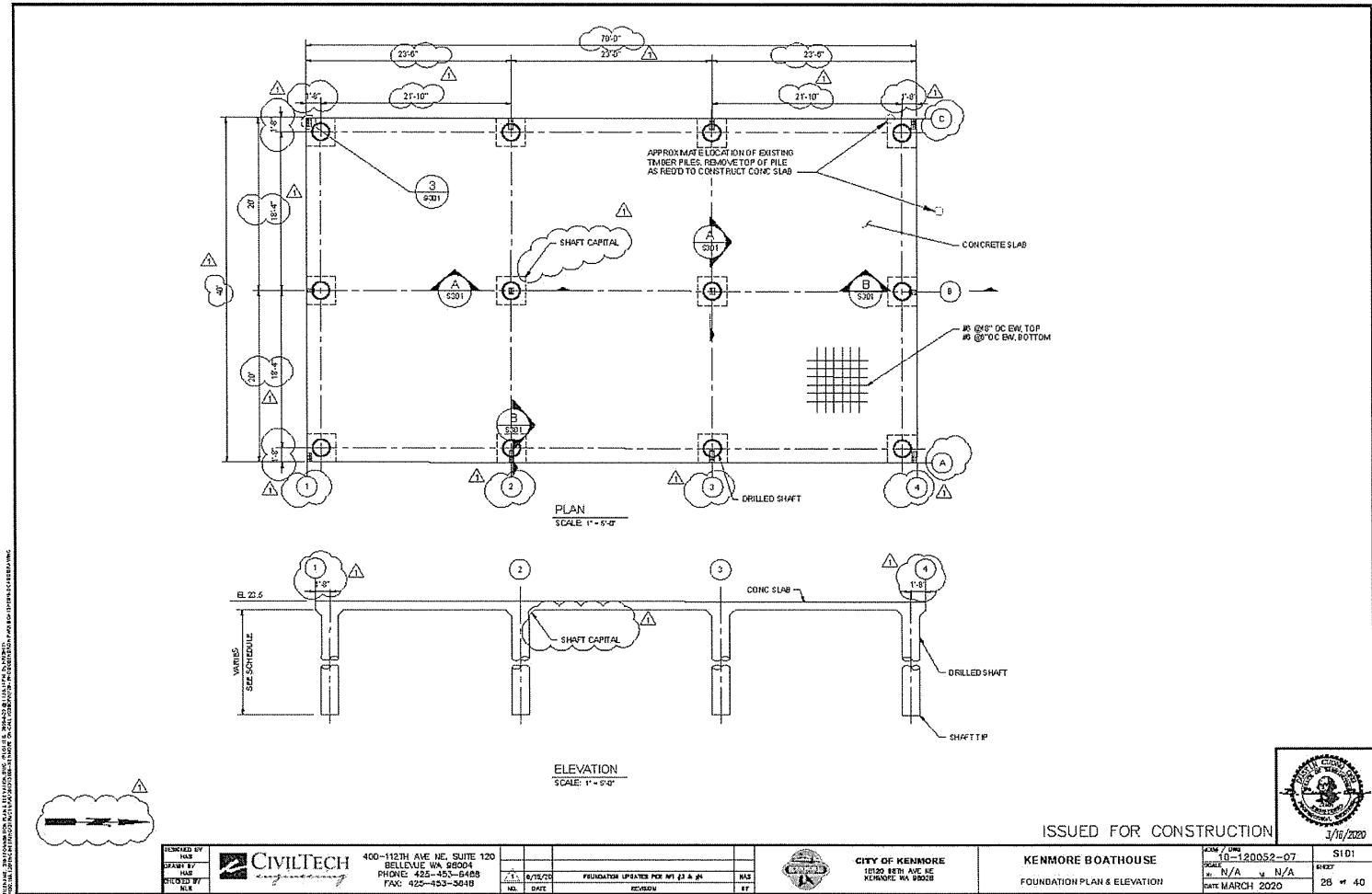






GENERAL NOTES								
GENERAL PROVISIONS:								
1. ALL MATERIAL AND WORK SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, 2018 EDITION.								
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE PLANS AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES PRIOR TO COMMENCEMENT WITH ANY WORK. INCONVENIENCES SHALL BE RESOLVED AS NOTED BELOW.								
3. "VERIFY" MEANS THAT THE CONTRACTOR SHALL READ AND COMPARE TO THOSE DIMENSIONS AND ELEVATIONS SHOWN IN THE PLANS WITH OTHER SPECIFIED WORK IN THAT LOCATION, AND SHALL EVALUATE THE CONSISTENCY OF THIS INFORMATION.								
4. DISCREPANCIES AND/OR INCONVENIENCES WHERE THE CONTRACTOR OBSERVES SHALL BE REPORTED TO THE ENGINEER WITHIN TWO WORKING DAYS.								
5. TYPICAL AND STANDARD DETAILS USED IN THE PLANS MAY BE SPECIFICALLY REFERENCED. THESE DETAILS SHALL APPLY TO PROJECT CONDITIONS THAT ARE SIMILAR TO THOSE INDICATED IN THE DETAILS. THE APPLICATION OF THIS INFORMATION TO THE PROJECT SHALL BE DONE BY THE CONTRACTOR, AND/OR AS DIRECTED BY THE ENGINEER.								
6. INCONVENIENCES IN THE CONTRACTOR DOCUMENTS SHALL BE RESOLVED AS INDICATED IN THE STANDARD SPECIFICATIONS. INCONSISTENT INFORMATION IS WORK THAT IS, AS DETERMINED BY THE ENGINEER, INCOMPATIBLE AND IS NOT ABLE TO EXIST IN ITS FINAL FORM OR BE INSTALLED AS DOCUMENTED. INCONVENIENCES SHALL BE RESOLVED USING THE ORDER OF PRECEDENCE NOTED IN THE CONTRACT PROVISIONS.								
7. WORK SHOWN IN THE SAME OR DIFFERENT PORTIONS OF THE CONTRACT DOCUMENTS WHICH IS DIFFERENT, VARIOUS, OR IS DISSIMILAR SHALL BE RESOLVED IN WRITING WITH THE ENGINEER, USING REQUESTS FOR INFORMATION SUBMITTED BY THE CONTRACTOR, TO THE ENGINEER, OR OTHER SIMILAR FORM OF RESOLUTION.								
8. CHANGES IN WORK RESULTING FROM EITHER INCONVENIENCES OR DIFFERENT INFORMATION SHALL CONFORM TO THE REQUIREMENTS NOTED IN CHANGES IN WORK, IN THESE PLANS.								
9. SEALED AND SIGNED MODIFICATIONS SHALL BE SENT TO THE ENGINEER OF RECORD.								
10. THE CONTRACTOR'S WORK PLAN SHALL INCLUDE PROVISIONS FOR SYSTEM TEMPORARY STRUCTURES.								
GENERAL STRUCTURAL NOTES:								
1. DESIGN CODES								
A. IRC 2015								
B. ASCE / SEI 7-10								
C. AASHTO 18								
D. AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (AASHTO LRFD, CUSTOMARY U.S. UNITS, 8TH EDITION, 2017)								
2. SUPPLEMENTAL CODES AND MANUALS								
A. WASHINGTON STATE DEPARTMENT OF TRANSPORTATION BRIDGE DESIGN MANUAL (BDM), 2018-01-16, 2018 TRANSPORTATION, BRIDGE DESIGN MANUAL (BDM), 2018-01-16, 2018								
3. UNITS								
A. ALL DIMENSIONS ARE IN ENGLISH UNITS.								
B. ALL ELEVATIONS ARE IN FEET.								
4. LOAD PATH								
A. VERTICAL LOADS ARE DISTRIBUTED FROM THE BUILDING COLUMNS INTO THE CONCRETE SLAB, SLAB TO PILES, PILES TO SOIL IN FROCTION AND END BEARING.								
B. LATERAL LOADS ARE DISTRIBUTED THROUGH THE SLAB ACTING AS A DIAPHRAGM TO PILES, PILES TO SOIL IN LATERAL FROCTION.								
5. LOAD COMBINATIONS								
A. ASCE / SEI 7-10 SECTION 2.3								
6. DEAD LOADS								
A. DC - DEAD LOAD OF STRUCTURAL COMPONENTS NONSTRUCTURAL ATTACHMENTS								
B. DW - DEAD LOAD OF UTILITIES								
7. LIVE LOADS								
A. LL1 - UNIFORM LIVE LOAD								
+ 100 PSF TYPICAL								
+ 250 PSF AT ADA ELEVATOR								
8. OTHER LOADS								
A. BUILDING REACTIONS, SEE TABLE ON DWG 8008								
EARTHQUAKE:								
1. DESIGN LEVEL EARTHQUAKE (DLE)								
DEFINITION								
A. IBC 2015								
BASED ON A REER-TARGETED MAXIMUM CONSIDERED EARTHQUAKE (MCE), APPROXIMATELY A 2.75-YEAR RETURN PERIOD. USE 23 FOR INERTIAL EFFECTS.								
MATERIALS:								
1. MATERIALS SHALL BE AS DERIVED IN THE SPECIFICATIONS AND AS SHOWN OR NOTED IN THE PLANS.								
2. ANCHOR BOLTS AND TENSILE RODS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A193, GRADE 8.								
3. ALL BOLTS SHALL BE HOT-DIPPED GALVANIZED.								
4. ALL STEEL AND FASTENERS SHALL BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS. FIELD REPAIR OF AREAS OF THE COATING DAMAGED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS.								
5. WHERE THE STEEL TYPE, GRADE, OR STRENGTH IS NOT INDICATED, NOTIFY THE ENGINEER AND USE A MATERIAL WITH THE LOWEST CE AVAILABLE AND WITH A YIELD STRENGTH OF 50 KSI.								
6. ALL REINFORCING STEEL SHALL BE ASTM A706 GRADE 60.								
7. 8000 PSI STRENGTH CONCRETE SHALL BE USED FOR SLAB.								
8. 8000 PSI STRENGTH CONCRETE SHALL BE USED FOR DRILLED SHAFTS.								
9. ITEMS EMBEDDED IN CONCRETE SHALL BE HOT-DIPPED GALVANIZED, UNLESS NOTED OTHERWISE.								
WELDING:								
1. WELDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: GENERAL CARBON STEEL - AWS D1.1								
2. WELDING MAY BE DONE IN THE SHOP OR IN THE FIELD WHERE NOTED, AT THE CONTRACTOR'S OPTION.								
3. INSPECTION OF SHOP AND FIELD WELDING SHALL BE PERFORMED AS NOTED IN THE PLANS AND SPECIFICATIONS.								
4. WELDING OF GALVANIZED STEEL AND AREAS DAMAGED BY WELDING, FLAME-CUTTING, OR HANDLING SHALL BE REPAIRED. THIS REPAIR SHALL BE A COLD ORGANIC GALVANIZING COMPOUND, HAVING AT LEAST 94% ZINC DUTY IN THE DRY FILM, ACHIEVE 8 MIL THICKNESS. ALTERNATE REPAIR MAY BE MADE ACCORDING TO ASTM A706, ANNEX A1 OR ANNEX A2.								
5. WELDING SHALL BE AS NOTED IN THE PLANS AND SPECIFICATIONS. IF NOT NOTED OR SHOWN, USE A 3/16" CONTINUOUS FILLET WELDING OF ALL EDGES OF CONNECTING MATERIAL.								
6. WELDING PROCEDURES SHALL BE SUBMITTED AND APPROVED PRIOR TO SUBMITTAL OF SHOP PLANS OR SHOP DRAWINGS.								
7. USE E70XX ELECTRODES AND THE SHIELDED ARC WELDING METHOD, WHERE OTHER FILLER METALS AND PROCEDURES HAVE NOT BEEN INDICATED.								
FABRICATION:								
1. FABRICATION SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A588 UNLESS NOTED OTHERWISE.								
2. WHERE THE COATING HAS NOT BEEN NOTED, FURNISH HOT-DIP GALVANIZING OF 5 MILS. THE CONTRACTOR MAY REQUEST AN ALTERNATE COATING MATERIAL.								
3. SHOP PLANS OR SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STEEL WORK SHOWN.								
4. ALL MEMBERS AND CONNECTIONS NOT SPECIFICALLY NOTED, SHALL BE DETAIL AND SUBMITTED IN THE FORM OF SHOP PLANS, TO THE ENGINEER FOR APPROVAL. SEE GENERAL NOTES AND SPECIAL PROVISIONS REGARDING SHOP DRAWING APPROVAL.								
5. THE CONTRACTOR SHALL REPAIR ALL COSTS ASSOCIATED WITH REWORK AS A RESULT OF PROCEEDING WITH WORK ON SHOP PLANS THAT ARE NOT APPROVED.								
6. STEEL SURFACES IN CONTACT WITH BASE PLATES SHALL BE MILLED / FINISHED TO BEAR.								
 ISSUED FOR CONSTRUCTION 3/16/2020								
<table border="1" style="width: 100%;"><tr><td style="width: 20%;">DESIGNED BY N/A</td><td style="width: 20%;">DRAWN BY N/A</td><td style="width: 20%;">CHECKED BY N/A</td><td style="width: 20%;">DATE N/A</td><td style="width: 20%;">REVISION N/A</td></tr></table>				DESIGNED BY N/A	DRAWN BY N/A	CHECKED BY N/A	DATE N/A	REVISION N/A
DESIGNED BY N/A	DRAWN BY N/A	CHECKED BY N/A	DATE N/A	REVISION N/A				
<table border="1" style="width: 100%;"><tr><td style="width: 30%;">CIVILTECH 400-1127H AVE NE, SUITE 120 BELLEVUE, WA 98004 PHONE: 425-453-6488 FAX: 425-453-6548</td><td style="width: 30%; text-align: center;"></td><td style="width: 30%; text-align: center;">CITY OF KENMORE 1800 14TH AVE NE KENMORE WA 98028</td><td style="width: 10%; text-align: center;">KENMORE BOATHOUSE STRUCTURAL GENERAL NOTES - 1</td></tr></table>				CIVILTECH 400-1127H AVE NE, SUITE 120 BELLEVUE, WA 98004 PHONE: 425-453-6488 FAX: 425-453-6548		CITY OF KENMORE 1800 14TH AVE NE KENMORE WA 98028	KENMORE BOATHOUSE STRUCTURAL GENERAL NOTES - 1	
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<table border="1" style="width: 100%;"><tr><td style="width: 30%;">REV. 7/2019 10-120052-07 SCALE: N/A DATE: MARCH 2020</td><td style="width: 30%;">SHEET 26 of 40</td></tr></table>				REV. 7/2019 10-120052-07 SCALE: N/A DATE: MARCH 2020	SHEET 26 of 40			
REV. 7/2019 10-120052-07 SCALE: N/A DATE: MARCH 2020	SHEET 26 of 40							

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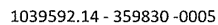


EXHIBIT C
FORM OF MANAGEMENT AGREEMENT

EXHIBIT D

PARTICIPANT COST - FIRST 12 MONTHS

[To be inserted Prior to Commencement date]

Kenmore Boathouse Memorandum of Understanding
June, 2021

The **Boathouse Manager**, the George Pocock Rowing Foundation will provide, through a single point of contact, on a service contract:

- **Facility Services**

- Manage user access (ie door codes) for the building on agreed upon days and times
- Maintain list of authorized persons with access to the facility
- Annual activity reporting to the City of Kenmore and other stakeholders, with the understanding that the Kenmore Rowing Club, city and the Northshore School District provides data for said reports
- Management of gasoline storage
- Management of rack assignments for shells
- Creation of annual budget for common facility management expenses
- Maintain office and cleaning supplies for common use.
- Commitment to cross-promotion of the programs, services and activities of the City of Kenmore.

- **Safety / Launch Services**

- Creation or approval of safety policies and procedures for users.
- Execute monthly safety audits of the facility and operation.
- Leadership at monthly safety, equipment and facilities meetings.
- Maintenance of facility safety equipment.
- Maintenance of safety launches, whether owned by the NSD or KRC
- Purchasing of gasoline for all use of safety launches.

- **Rowing Equipment Services**

- Maintenance of rowing equipment subject to shared use agreement
- Documentation of all maintenance efforts
- Provide an annual review of jointly used equipment.
- Creation of annual budget for common equipment maintenance expenses
- Lead an annual review of equipment maintenance

- **Fiduciary Services**

- Collection of assessments for management services and common expenses.
- Reporting on use of funds for common expenses
- Pay hourly staff engaged in facility, safety, launch and equipment maintenance services.

Based on the number of athlete-hours using the facility and equipment, the Boathouse Manager will be reimbursed by the Kenmore Rowing Club and Northshore School District for these services. Manager services will be invoiced to the KRC and NSD monthly, following the month of services provided. Invoices will be payable by the 20th of the month following.

If all options are exercised and the facility is at maximum capacity, we estimate that this contract will be worth, in total, \$30-50,000 per year.

The GPRF will provide a grant of the following professional services :

- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs. Athletes apply directly to the GPRF for support in covering their rowing fees.
- At minimum, for the next 12 months, we will provide on average 5 hours a week of consultation services in the following critical functional areas:
 - Strategic and governance decisions
 - Best practices regarding safety, facility and equipment use
 - Rowing team and rowing club management
 - Facility management planning and task management
 - Program and facility & equipment management budgets and priorities
 - Creation of a boathouse culture that facilitates the communal benefit of both the Kenmore Rowing Club and Northshore School District.
 - Provide assistance with hiring and training processes for coaching staff.
- Access to the knowledge base and human resources of the GPRF, including operations, fundraising and diversity specialists.
- Access to coach and board training in support of Diversity, Equity and Inclusion.
- Support for the creation and a management of the Boathouse Management Budget through 2022.
- At minimum, between Sept 1, 2021 and August 30, 2022, the GPRF will provide on average 5 hours a week of consultation, leadership, mentorship, assistance and guidance with fundraising activities from our development staff.
- Inclusion on GPRF social media and news feeds.
- Pending available funds and eligibility, the Kenmore boathouse will be encouraged to apply for Boathouse Incubation funds from the GPRF in 2022.

In total, these in-kind services are being offered as a grant from the GPRF to the City of Kenmore, the Northshore School District and the Kenmore Rowing Club, valued at approximately \$25,000 per year.

The Kenmore Rowing Club will provide:

- Insurance coverage for rowing and safety equipment and operations of the Kenmore Rowing Club.

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Maintenance of licenses, taxes and legal responsibilities.
- Safety, facility and equipment orientation and oversight of Kenmore Rowing Club operations.
- Programming that meets the diverse needs of the community of the City of Kenmore.
- Design and execution of adult programs, membership and classes.
- Design and execution of introductory and summer programs that complement, but do not conflict with Northshore School District Programming.
- Recruitment, training, hiring, supervision and evaluation of coaches for adult programming.
- Registration, waiver and fee collection for all KRC programs and classes.
- Marketing and promotion of KRC classes and programs.
- Access to safety launches and specified rowing equipment to the School District as agreed upon.
- Representatives to serve on monthly safety, equipment and facilities committees.
- Volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- A single point of contact for the organization to work with the Boathouse Manager.
- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

The Northshore School District will provide:

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Recruitment, training, hiring, supervision and evaluation of coaches for school-based youth programming.
- All athlete registration and waiver collection for youth, school-based programming.
- Repairs to non-NSD-owned launches should the coaches from the NSD damage said launches.
- Insurance coverage for all their own rowing and safety equipment and operations.
- Safety, facility and equipment orientation and oversight of Northshore School District operations.
- Access to safety launches and specified rowing equipment to the Kenmore Rowing as agreed upon.
- Will provide volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- Representatives to serve on monthly safety, equipment and facilities committees.
- A single point of contact for the organization to work with the Boathouse Manager.

- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

As detailed in the lease agreement between the City of Kenmore and the Northshore School District, the City of Kenmore will provide:

- Insurance against loss of the building.
- Utilities (power, water, sewer, trash collection) for the use of the building.
- Cross-promotion of programs and activities of the Kenmore Rowing Club and Northshore School District.
- Maintenance of the exterior and major systems of the building.
- Groundskeeping for the exterior of the building and parking lots.

All parties will:

In best faith effort, work to close the fundraising gap needed to close the gap on the construction of the facility over the next three years. If needed, we understand that rent may need to be charged to tenants in future years.

Commitment to Diversity, Equity and Inclusion

All parties express their commitment to creating an inclusive space that invites, welcomes and supports racial and socio-economically diverse athletes to the sport of rowing and the Rhododendron Park Boathouse.

Equipment Use Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the specific details of shared equipment. All parties agree to share equipment in good faith, with the understanding that:

- Repairs to shared equipment due to normal wear and tear or accidental damage will be paid for by the Boathouse Manager.
- Each party may identify up to 3 boats each season as exempt from the sharing agreement.
- Each party may identify up to 3 sets of 8 sweep oars or 3 sets of 4 pairs of sculling oars as exempt from this agreement.
- Coaching launches are not exempt from this agreement.
- Electronic items such as cox boxes and speed coaches will not be shared and are the sole responsibility of each party.
- Equipment will be left in good condition and orderly fashion after use
- Damage to shared equipment will be reported promptly to the Boathouse Manager.

Facility Scheduling Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the access schedule for the boathouse. All parties agree to participate in good faith, with the understanding that

Northshore School District activities have priority use of the facility during the spring and fall rowing seasons. All parties agree to the following terms and conditions:

Usage will not overlap between parties

The facility will be left in orderly fashion after use



Date 06 / 25 / 2021

[Suzanna Blahna](#), Executive Director, Kenmore Rowing Club



Date 07 / 01 / 2021

Michelle Reid, Superintendent, Northshore School District



Date 06 / 25 / 2021

Jennifer Gibbons, Executive Director, George Pocock Rowing Foundation

Date _____

Jennifer Gordon, Public Works Director, City of Kenmore



Audit Trail

TITLE	Kenmore Boathouse MOU Terms
FILE NAME	Kenmore Boathouse MOU Terms.docx
DOCUMENT ID	8c18d2247a184855cfbedc72b5dcdbd56621734df
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	06 / 25 / 2021 17:46:23 UTC	Sent for signature to Suzanna Blahna (suzanna@kenmorerowing.org), Michelle Reid (superintendent@nsd.org) and Jennifer Gibbons (jenn@pocockfoundation.org) from director@kenmorerowing.org IP: 73.254.231.9
 VIEWED	06 / 25 / 2021 17:49:36 UTC	Viewed by Suzanna Blahna (suzanna@kenmorerowing.org) IP: 73.254.231.9
 SIGNED	06 / 25 / 2021 17:50:45 UTC	Signed by Suzanna Blahna (suzanna@kenmorerowing.org) IP: 73.254.231.9
 VIEWED	06 / 25 / 2021 19:59:55 UTC	Viewed by Jennifer Gibbons (jenn@pocockfoundation.org) IP: 65.140.39.92
 SIGNED	06 / 25 / 2021 23:24:16 UTC	Signed by Jennifer Gibbons (jenn@pocockfoundation.org) IP: 174.204.79.8



Audit Trail

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IP: 50.35.231.206



07 / 01 / 2021
16:50:09 UTC

Signed by Michelle Reid (superintendent@nsd.org)
IP: 152.157.76.191



07 / 01 / 2021
16:50:09 UTC

The document has been completed.



The Boathouse Community:

George Pocock Rowing Foundation

- Jenn Gibbons, Exec. Director
- Nell Aiello, Development & Comm.

Northshore School District

- Bruce Skowyra, Support Services

Kenmore Rowing Club

- Matt Lacey, Board Member
- Suzanna Blahna, Exec. Director



Where were we?

March 2020: Snapshot

Fundraising Goal:
\$340,000
Pledges Made:
\$50,000

Remaining Goal:
\$290,000

Community Size and Engagement

Inglemoor:	60
Bothell:	36
North Shore:	34
Woodinville:	0
Kenmore Rowing Club:	



Community: Size and Engagement

151 Users has been building engagement for years

- Excitement about the boathouse
- Support systems for fundraising (Boosters, Community Events)
- Need and sense of urgency was clear



March 2020: GPRF convened the Community Fundraising Committee

- Over 40 individuals present
- Leadership from the GPRF
- Leadership from the KRC
- Leadership from NSD Booster Clubs
- Parents of youth athletes
- Members of the rowing community

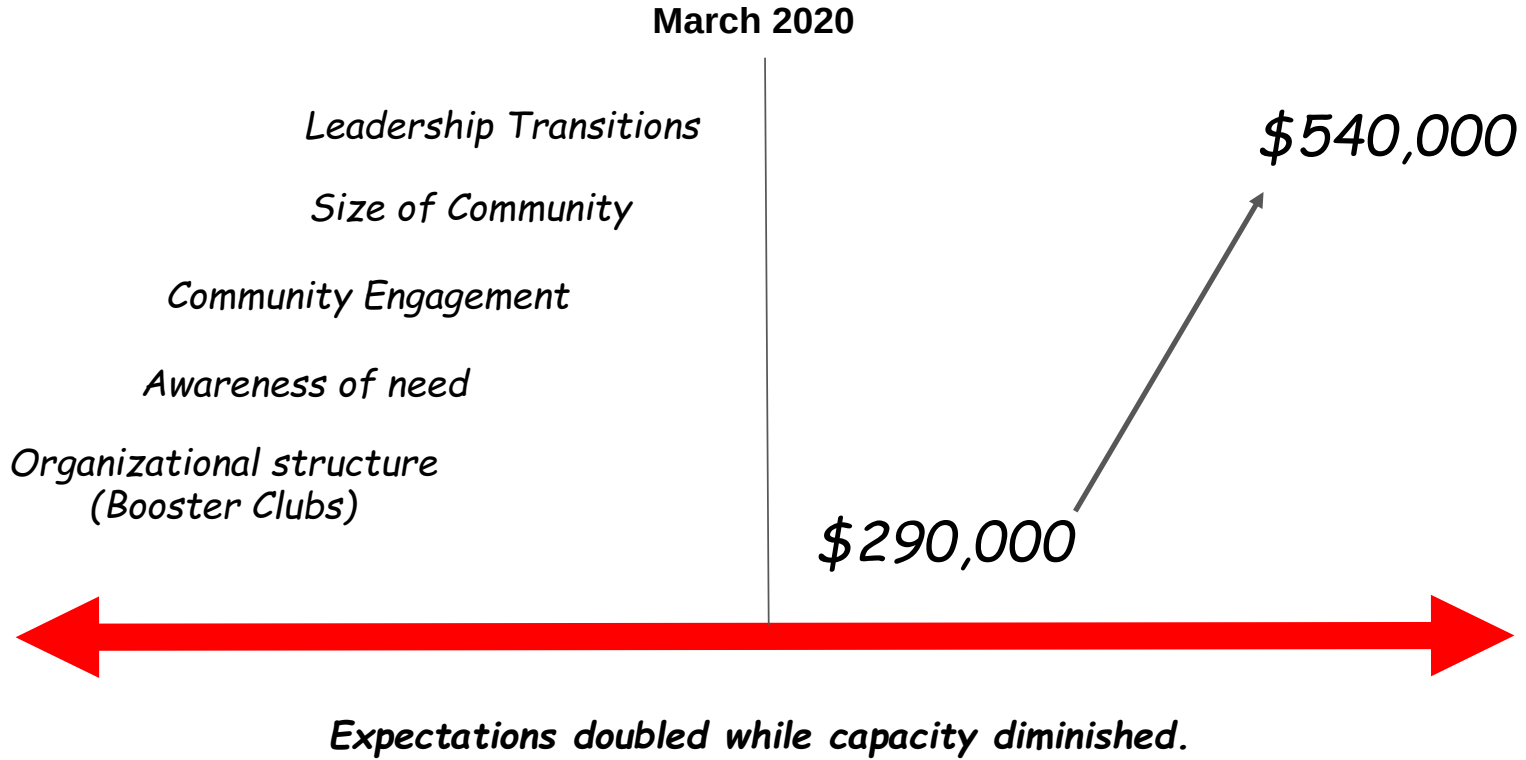
A Development Plan was presented:

- 18 Months to raise \$290,000
- Key elements for a capital campaign
 - Major donor identification & solicitation
 - Grants
 - Community & 'Grass Roots' engagement for smaller gifts (>\$500).



Then the Pandemic hit.

- Participation for both NSD & KRC dropped to almost zero.
 - What took 4 years to build was gone in months.
- Leadership team transitions at both GPRF and KRC.
- Boathouse was completed June 18, 2021
 - Awareness for youth participation occurred during their first practice...in September of 2021.
- Funding gap and expectations have almost doubled to \$540,000.





We need to build back to where we were in March of 2020.

- Timeline needs to be revised, 5+ Years
- Community engagement and awareness need to be re-built.
- Strategy needs to be updated post-COVID
 - Positive - Relief Programs
 - Greater focus on Grants
- NSD Engagement?



Strategic Fundraising Plan

- **GPRF Intro**
 - Mission & Vision
- **2021 Fundraising Plan and beyond**
 - Individual Giving
 - Community Engagement Events
 - Grants
 - School District (PTA & Booster) Development
 - Membership & Rental Dues



City of Kenmore

Bond Sale Results

Justin Monwai

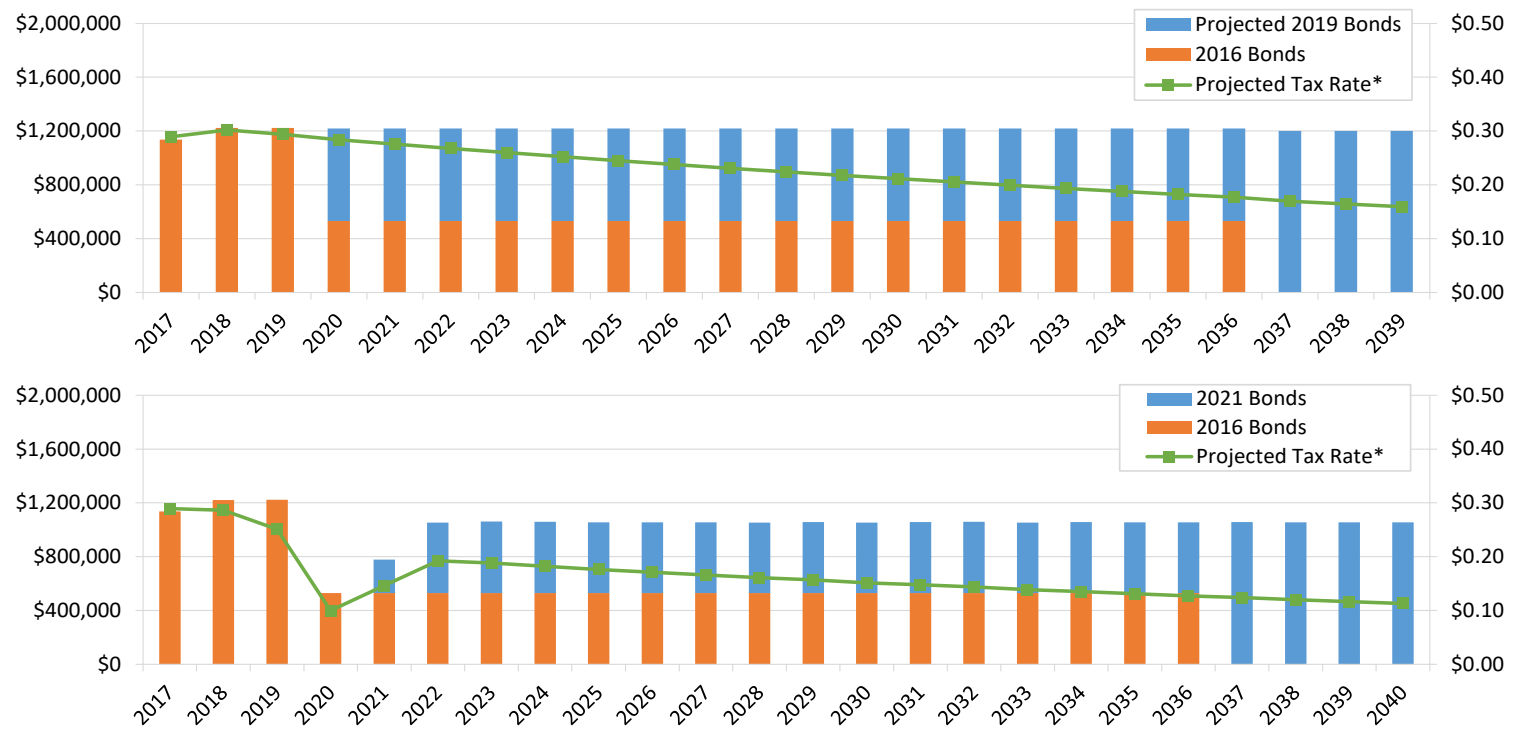
SENIOR VICE PRESIDENT

Tel: +1 206-628-2899

Email: justin.monwai@psc.com

Bond Sale Results

- True Interest Cost
 - 2016 Bonds: 2.96%
 - 2021 Bonds: 1.89%
- Total Debt Service of 2021 Bonds
 - Projected in 2016: \$15,300,000
 - Actual: \$12,361,104
- Projected Tax Rate for 2022
 - Projected in 2016: \$0.27
 - Projected in 2021: \$0.19



* Assumes 3% annual assessed value growth.