



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

**City of Kenmore
City Council Special and Regular Meeting Agenda
5:30 p.m., Monday, October 14, 2019
Northshore Utility District
7:30 p.m. Kenmore City Hall, Council Chambers**

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

I. 5:30 p.m. - CALL SPECIAL MEETING TO ORDER

At Northshore Utility District, 6830 NE 185th Street, Kenmore, Washington 98028

II. JOINT MEETING WITH NORTSHORE UTILITY DISTRICT BOARD

- A. Presentation from Al Nelson, General Manager, Northshore Utility District
[Presentation](#)
- B. West Sammamish Bridge Project Update - John Vicente, City Engineer
- C. Other City Updates - Rob Karlinsey, City Manager

III. 7:30 p.m. - CALL REGULAR MEETING TO ORDER

Return to Kenmore City Hall, 18120 68th Avenue NE, Kenmore, Washington 98028

IV. ROLL CALL

V. FLAG SALUTE

VI. AGENDA APPROVAL

VII. CITIZEN COMMENTS

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

VIII. CONSENT AGENDA

- A. Total Check #s 43284 through 43430 in the amount of \$894,994.79.
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account
Electronic Deposits Dated: 9/13/19 in the amount of \$160,150.08.

[Checks](#)

- B. Approve Amendment No. 2 to Contract 18-C1946 with SkipStone Consulting
[Agenda Item](#)
- C. Authorize the City Manager to Increase the Contract Authority with Jacobs Engineering for Completing the Design and Right of Way Acquisition for the West Sammamish River Bridge Project
[Agenda Item](#)

IX. BUSINESS AGENDA

- A. Authorize the City Manager to Enter into a New City Attorney Agreement with Inslee Best Doezie & Ryder P.S. - Rob Karlinsey, City Manager
[Agenda Item](#)

X. STAFF REPORT

XI. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XII. RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- A. Discussion of Property Acquisition per RCW 42.30.110 (1)(b) and Litigation per RCW 42.30.110 (1)(i). There is no action anticipated.

XIII. ADJOURNMENT

Upcoming Meetings:

- A. Monday, October 21, 2019 - Regular Council Meeting
Monday, October 28, 2019 - Regular Council Meeting - Joint Meeting with the Cities of Shoreline and Lake Forest Park and Executive Session



Welcome City of Kenmore



Northshore Utility Supports Kenmore's
"Upward Trajectory of Becoming"
Through a Strong Supportive
Municipal Partnership

OUR MISSION

To provide necessary services to the community in a safe, reliable, economical, and ecologically responsible manner.

To accomplish this we shall:

- Manage available resources for the *best long-term interest* of our ratepayers;
- Provide our employees with a safe and fair work environment that promotes *teamwork, professional growth* and *excellence in performance*;
- *Protect the environment* through responsible operating practices and public education;
- *Work cooperatively* with the community and other municipal service providers.

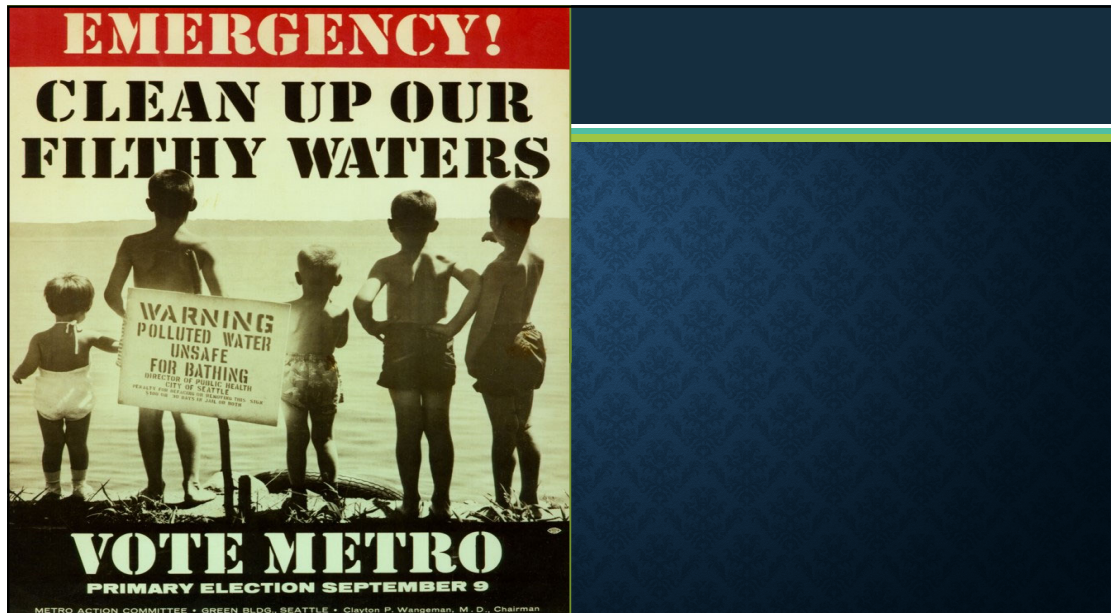
NORTHSHORE UTILITY DISTRICT – 72+ YEARS OF SERVICE PAST, PRESENT AND FUTURE

- Remembering the Past
- Defining Moments in Time
- Opportunities for the Future



1940'S THROUGH 1950'S – THE BEGINNING

1940-47	Sparsely Populated on Private Wells 1942 Kenmore Water Co. installed first two fire hydrants Home fires were a significant problem Growth was a major concern	1952 cont.	Established Early Payment Discount of 50 cents per Bill. (today's discount 5%)
1948	KCWD #79 was Established (90-5 Vote) Elected Officials Initiate Study and Survey	1953	District Office Constructed - (2) FTE (750 Meters, 175,000' of Pipe 4-12")
1949	1 st Water Comp System Plan Completed	1954	Lake Washington Heavily Polluted
1950	(4) ULIDs Created to Fund 1 st Water Main Construction Project (Steel DW Pipe)	1955	Kenmore Sewer District Formed
1952	Seattle Water Main Completed - Tapped Turned on at Kenmore Klondike Festival	1956	Started Bi-Monthly Billing (same today)
1957-58			Major Facilities Constructed (Two Tanks, Pumps., Garage & Transmission Main)
cont.	1 st Board Meeting (rented 2 room log cabin, purchased address machine and typewriter)	1959	Began Installing Asbestos Concrete Pipe



1960 THROUGH 1970'S – GROWING FAST, INFRASTRUCTURE AND FINANCIAL PROBLEMS ON THE RISE

1960	Now 2,255 Metered Connections 12 sq. miles – Grew by 368% in less than 10 years	1968	Field Staff Supplied with Map Books
1961	Joined Washington State Association of Water District (\$114/yr.)	1969	1 st in area to use plastic service lines versus galvanized – (no leaded lines)
1962	3MG Reservoir and Booster Station Constructed in Moorlands (Inglemoor) Neighborhood	1970	Reluctantly Raised Rates - First Time in 14 Years
1963	Tolt River Pipeline Completed. Kenmore Sewer District name changed to NELWSD	1972	Emphasis on staff training to grow skills with advancements in techniques
1965	Metro Sewer Completed Construction new trunk Line between Bothell and Kenmore	1975	24" CCP transmission Main Constructed Crossing Sammamish River (2+mi)
1967	Don Ellis Elected to the Board – (Current President)	1977	Began Installing PVC Water Mains, 3MG Standtank completed on Westhill
cont.	Now 6,000 Metered Connections, 980 hydrants, 3MG Inglemoor Standtank Constructed	1979	KCWD #79 and NELWSD (Kenmore Sewer) Merge to Gain Efficiency and Lower Costs

1980 THROUGH 1990'S – FINANCIAL RECOVERY, GETTING HEALTHY AND REBUILDING INFRASTRUCTURE

1980	Board Hires CPA to Help with Financial Situation (Trouble paying bills + pipes failing)	1990	District Lays-Off Leak Crew (infrastructure improvements) District Prevails Court Ruling for Back Charges
1981	Now ~11,000 Water/Sewer Accounts. 50 year Water Supply Contract with City of Seattle	1991	5 MG Norway Reservoir Constructed and Pump Sta. Completed in 1994
1982	3 MG Kingsgate Standtank and Began 4.2 MG Inglemoor Reservoir Construction	1992	Name Change from NELWSWD to NUD – 1 st District to Exclude Water and Sewer District
1983	1 st Public Works Trust Fund Loan in the State Acquired	1995-6	Began Developing GIS and Implemented New Billing System
1984	Began Steel Watermain Replacement Program (100+ miles)	1997	Employees Unionized (AFSCME)
1987	Migrated to Autocad Drawings, Deployed Centralized Relational Database Concept	1998	New Headquarters Completed (Staff Performed Demolishing for Remodel of 3.2 acre site)
1989	Began A/C Watermain Replacement Program	1999	Began Providing Fleet Service to Northshore Fire District

2000 TO 2017'S – INNOVATION, TECHNOLOGICAL ADVANCES AND BUSINESS MATURITY

2000	Installed GPS Tracking System in District Vehicles w/CDL Inspection Logs	2010	Employees Decertified Union
2002	Fanny Yee Appointed to General Manager	2011-12	AMR In-house Deployment of 22,000 Meters Completed in 16 months
2003	Began providing Fleet Service to the Cities of Kenmore and Lake Forest Park	2013-14	EOC Building, Pump House, Turbine Pump & Tank Farm Rehabilitation Project Completed
2004	60yr Water Supply Contract negotiated by Fanny Yee and executed Jan 1, 2005	2014	Deployed Mobile Applications for Field Maintenance Personnel
2006	SCADA PLC and Radio Conversion Project (Completed In-House)	2015	HQ Recoated, Decant Facility, New Fuel Island Completed
2007	Developed Performance/Asset Management - Established Measures, Targets and Goals	2016-17	Staffed Emergency Management Services For LFP, Kenmore and NSF (Birth of NEMCo)
2008	Initiated NUD Stimulus – Ramped up Capital Construction Efforts in Down Economy	2018-19	New GM. IT infrastructure and CIS Upgrade, Solar Panel, HQ Improvements

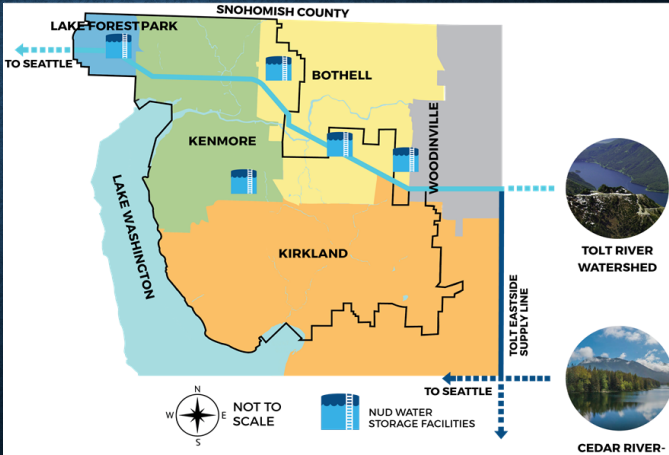


NORTHSHORE UTILITY DISTRICT TODAY

- 17.5 Square Miles
- 53 Full Time Employees
- AAA Bond Rating (currently no bond debt)
- 23,000 Water Connections + 22,785 Sewer
 - 4,000 in Process
 - +10,000 Projected
- 5.4 Average MGD with 9.3 MGD peak
- <3% Unaccountable Water Loss
- Inventory .025% shrinkage

SERVICE AREA TODAY

- **Kenmore 33%**
(100% of City)
- **Bothell 12%**
(~25% of City)
- **Kirkland 50%**
(~50% of City)
- **Lake Forest Park 5%**
(~33% of City)
- **Woodinville 1%**
(~13% of City)
- ~76,000 residents served in total



PROJECT OF INTEREST

Automated Meter Reading System (AMR) (Deployment March 9, 2011 to July 9, 2012)

- Project cost of \$3.6 million
- In-house deployment
- Benefits Reverse Flow Alarms
- Historical Data Extraction
- Leak Data
- Project paying for itself
(11yr ROI)



THE GREEN NEW DEAL?

- 1) Turbine Driven Pump (non-electric) - installed 5 years ago, this technology takes advantage of water flow that turns a turbine connected to a pump which fills a water storage tank. This innovation saves approximately \$14,000 a year in electrical power pumping costs.
- 2) Solar Panel Project - the District is currently in the process of installing 190 solar panels at District Headquarters. Received first grant check in the amount \$58,796.



EMERGENCY PREPAREDNESS COORDINATION

- NEMCo (Northshore Emergency Management Coalition)
- ShakeAlert (Early Earthquake Warning System)
- Water Supply Contingency Plan (Emergency Water Distribution Sites)



COMMITMENT TO AFFORDABILITY

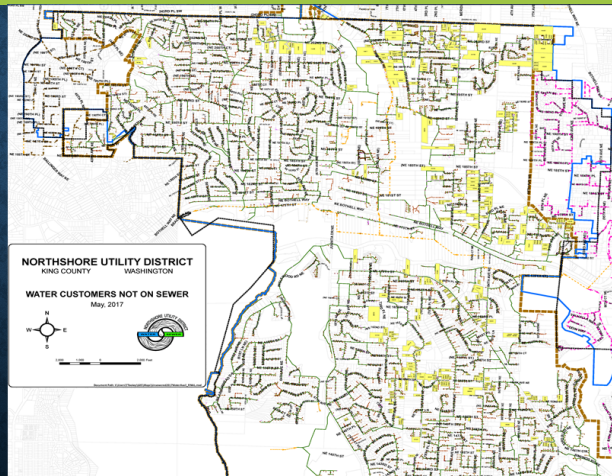
- 1) **Low Income Discount Program (LIDP)** - this program offers reduced rates for individuals in the lower income brackets, as defined by King County. (More information can be found at www.nud.net/LIDP).
- 2) **Auxiliary Dwelling Units (ADU) or Detached Auxiliary Structures (DAS)** - this policy, revised in 2017, is one of the most flexible in the industry, which enables one additional building structure to be served from a single-family meter.



ENVIRONMENTAL STEWARDSHIP (SEWER BUILD-OUT CATALOGUE)

District created design manual that offers sewer service to every property. The following list the number customers currently on septic:

- Bothell: 91
- Kenmore: 273
- Kirkland: 412
- LFP: 11



STEWARDSHIP CONTINUED (SEWER CONNECTION PROGRAM)

- 2018-19 - District planned to update connection charges. Sent notices towards the end of 2017 regarding the upcoming changes to our connection charges, so customers were not surprised.
- 790 notices were sent to customers who were on septic but had sewer available.
- Many customers unsure how to proceed.
- District provided 80 construction estimates.
- 15 customers requested District staff to perform their connections.
- 103 customers have connected.



PLANNING AND DEVELOPMENT

Infrastructure Planning to Accommodate Development Needs:

- Totem Lake Urban Center - (~ \$11,000,000)
- City of Kenmore - Walkways & Waterways - (~\$6,000,000)
- 100th Ave NE Improvements - (~\$500,000)
- SR522 - City of Bothell - (~\$500,000)

TOTEM LAKE MALL REDEVELOPMENT



March 2015, the City Council, approved Resolution R-5109 which authorized the City Manager to sign the 'Agreement to Extend and Amend the Redevelopment Agreement' for Totem Lake Mall to facilitate the sale and redevelopment of the property by CenterCal Properties, LLC

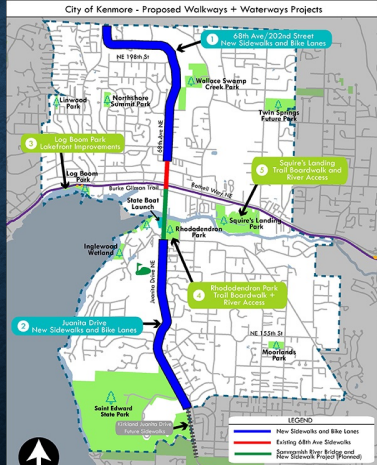
TOTEM LAKE BEFORE & WHAT IS TO COME...



walkways & waterways



- Working together to provide a safe corridor that enhances the community and improve surface water quality.
- This initiative results in relocation of newer utility infrastructure. In this case, its an additional ~\$6 million cost to our municipal rate payers.



YOUR WATER AND SEWER UTILITY

We highly value our collaborative municipal partnership that promotes safe, reliable, and cost effective service for our citizens.





Voucher Certification and Approval

City of Kenmore
DATE RANGE:
09/07/2019-09/20/2019

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

Total Check #s 43284 through 43430: \$894,994.79

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 09/13/2019: \$160,150.08

RS King 9-23-19
City Manager / Date

Juanita Gregory 9-20-19
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AWC EMPLOYEE BENEFITS	43284	09/13/2019	Employee Health Insurance	1,672.38
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	43285	09/13/2019	City of Kenmore 401a	16,014.90
ICMA RETIREMENT TRUST 457 / 304745	43286	09/13/2019	ICMA 457 Deferred Comp	6,411.09
STATE OF FLORIDA DISBURSEMENT UNIT	43287	09/13/2019	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	43288	09/13/2019	Employee Charitable Contribution	68.50
AMERICAN PUBLIC WORKS ASSOCIATION	43289	09/20/2019	APWA Conference	7,570.00
EMERALD PAVING, INC	43290	09/20/2019	Pavement Rehab	5,544.00
GLASS MASTERS LLC	43291	09/20/2019	Hangar Window Cleaning	1,050.00
ALCALDE & FAY	43292	09/20/2019	August Government Affairs Consulting	5,014.00
ALPHAGRAPHICS	43293	09/20/2019	Business Cards	201.77
AM TEST, INC	43294	09/20/2019	June Swamp Creek TMDL Testing	225.00
AM TEST, INC	43295	09/20/2019	August Swamp Creek TMDL Testing	250.00
AMERICAN PUBLIC WORKS ASSOCIATION	43296	09/20/2019	Fee for T-Mobile Park Tour	10.00
AMERICAN SOLUTIONS FOR BUSINESS	43297	09/20/2019	Target Zero Booth Items	1,224.64
ARCHIVESOCIAL, INC.	43298	09/20/2019	17-C1798 Website & Social Media Archiving	2,388.00
AURORA RENTS	43299	09/20/2019	Compactor Rental for 193rd Ditch Project	468.08
AURORA RENTS	43300	09/20/2019	Excavator for NE 193rd Ditch Project	2,030.99
BANNER BANK BAKER	43301	09/20/2019	SoundCitiesAssoc/AWC/IPM Norton/Goat Hill Garage	93.00
BANNER BANK DB	43302	09/20/2019	American Planning Assoc. Registration	305.00
BANNER BANK JGORDON	43303	09/20/2019	Ferguson/Peoples Storage/USA Clean	913.97
BANNER BANK KENMORE	43304	09/20/2019	APA/Costco/ONLC Training Ctr/WACE/All Battery	1,253.02
BANNER BANK KENMORE	43305	09/20/2019	Void	-
BANNER BANK NO	43306	09/20/2019	Safeway/Jimmy Johns/OTC Brands/VCITA	878.90
BANNER BANK RK	43307	09/20/2019	Bothell Chamber Luncheon Registration	25.00
BANNER BANK SKROGH	43308	09/20/2019	Wix.Com Subscription	4.99
BIELENBERG, TERRI	43309	09/20/2019	Boot Reimbursement	76.43
BOTHELL KENMORE CHAMBER OF COMMERCE	43310	09/20/2019	KBA Monthly Support ServicesJune	300.00
BOTHELL KENMORE CHAMBER OF COMMERCE	43311	09/20/2019	Membership Dues	600.00
BRUCE C ALLEN & ASSOC INC	43312	09/20/2019	Twedt Property Appraisal	3,300.00
CANON FINANCIAL SERVICES, INC.	43313	09/20/2019	Sept. 2nd Floor Copier Lease	265.84
CHANCERY CIVIC LLC	43314	09/20/2019	Customer Service Handbook/Aug. Consulting	3,864.00
CITY OF BELLEVUE	43315	09/20/2019	ARCH Annual Contribution	40,000.00
COMCAST	43316	09/20/2019	City Hall Phones Svc.	372.79
COMCAST	43317	09/20/2019	City Hall/Hangar Bldg. & Incubator Internet	2,238.59
COMCAST BUSINESS	43318	09/20/2019	9/14-10/13/19 City Hall Internet/Cable	152.20
COMCAST BUSINESS	43319	09/20/2019	9/10-10/09/19 Squire's Landing Internet	69.95
CONTRACT LAND STAFF LLC	43320	09/20/2019	17-C1795 6/23-7/20 Squire's Landing Acquisition	1,639.19
CONTRACT LAND STAFF LLC	43321	09/20/2019	19-C2077 7/21-8/17 PW Facility Prop. Acquisition	1,459.50

CONTRACT LAND STAFF LLC	43322	09/20/2019	19-C2077 6/23-7/20 PW Facility Prop. Acquisition	4,051.58
CONTRACT LAND STAFF LLC	43323	09/20/2019	17-C1795 5/26-6/22 Squire's Landing Acquisition	2,377.68
CORNERSTONE ARCHITECTUAL GROUP	43324	09/20/2019	18-C1926 PW Office Remodel	54.00
DAY WIRELESS SYSTEMS	43325	09/20/2019	Police Radar Calibrations	1,023.00
DAY WIRELESS SYSTEMS	43326	09/20/2019	2 Lidar SMD Laser Calibrations	153.72
DEPARTMENT OF ECOLOGY	43327	09/20/2019	Aquatic Weed Control Permit 7/1/19-6/30/20	647.00
DFR LAW GROUP, LLC	43328	09/20/2019	August Conflict Counsel Services	600.00
EARTHCORPS	43329	09/20/2019	18-C1927 July Rhod. Park Boardwalk Prof. Svcs	1,837.00
EARTHCORPS	43330	09/20/2019	18-C1927 Aug. Rhod. Park Boardwalk Prof. Svcs	2,860.00
EARTHCORPS	43331	09/20/2019	18-C1928 Aug. Squire's Landing Float Replacement	1,743.50
EARTHWORKS	43332	09/20/2019	Monthly SR522 & 153rd ROW Landscaping	4,722.55
ELECTRONIC BUSINESS MACHINES	43333	09/20/2019	Aug. 2nd Floor Copier Overage Charges	347.48
FERGUSON ENTERPRISES INC #3011	43334	09/20/2019	Materials for 8412 NE 193rd Ditch Repair	548.08
FERGUSON ENTERPRISES INC #3011	43335	09/20/2019	Catch Basins/Pipe for Surface Water Project	3,665.53
FRUHLING SAND & TOPSOIL	43336	09/20/2019	Dump Fees/Materials 8412 193rd & Juanita Pond	5,227.90
FRUHLING SAND & TOPSOIL	43337	09/20/2019	Dump Fees & Materials for 18431 61st Proj.	541.75
GALLATIN PUBLIC AFFAIRS	43338	09/20/2019	Sept. Media Relations/Marketing	3,500.00
GALLATIN PUBLIC AFFAIRS	43339	09/20/2019	Aug. Media Relations/Marketing	3,500.00
GRADE, INC.	43340	09/20/2019	19-C2060 Small Works Drainage Repairs	95,950.00
GRAHAM BABA ARCHITECTS	43341	09/20/2019	Hangar Shade Design	1,222.50
GRAINGER	43342	09/20/2019	Public Works Safety Glasses	281.82
GRAINGER	43343	09/20/2019	Laser Level Charger	39.28
GRAINGER	43344	09/20/2019	SWM Suction Hose	127.14
GRAINGER	43345	09/20/2019	Caution Tape	173.18
HDR ENGINEERING, INC	43346	09/20/2019	6/30-8/3 Juanita Drive Ped/Bike Prof. Svcs	38,279.02
HENLEY USA	43347	09/20/2019	Refund Deposit PRJ2012-044/ENG13-0294	22,483.30
HERC RENTALS INC.	43348	09/20/2019	8/19-9/9/19 Dump Truck Rental	3,987.53
HIGHWIRE	43349	09/20/2019	Playground Equipment Repairs	762.12
HOME DEPOT CREDIT SERVICES	43350	09/20/2019	Tools & Materials	591.22
HONEY BUCKET	43351	09/20/2019	9/7-10/4/19 Squire's Landing Rental	431.75
JACOBS ENGINEERING GROUP	43352	09/20/2019	15-C1411 5/25-7/26 W. Samm. Bridge Svcs	27,474.91
JET CITY PRINTING	43353	09/20/2019	Business Networking Open House Printing	173.25
JUDHA OF LION LANDSCAPING AND SERVICES LLC	43354	09/20/2019	19-C2027 8/17-9/11 Parallel Curb Ramps Const.	4,678.52
KENMORE COMMUNITY CLUB	43355	09/20/2019	10/31 Room Rental - Employee Appreciation Lunch	470.00
KING COUNTY ANIMAL SVCS	43356	09/20/2019	New Pet Licenses & Renewals	225.00
KING COUNTY FINANCE	43357	09/20/2019	Aug. Adult/Juvenile Detention	8,084.79
KING COUNTY FINANCE	43358	09/20/2019	Aug. Road Svcs - Signs	1,257.72
KING COUNTY FINANCE	43359	09/20/2019	Aug. Dump Fees	204.50
KING COUNTY FINANCE	43360	09/20/2019	July Public Defense Indigency Screening	251.00
KING COUNTY FINANCE	43361	09/20/2019	Aug. Public Defense Indigency Screening	251.00
KING COUNTY FINANCE	43362	09/20/2019	Aug. Road Svcs - Signs/Street Maint./Signals	10,723.05
KING COUNTY SHERIFF	43363	09/20/2019	August Police Services	293,373.00
KINGS HEATING	43364	09/20/2019	Refund Duplicate MEC19-0581/0585	264.60
KPFF CONSULTING ENGINEERS	43365	09/20/2019	6/29-7/26 On-Call Professional Svcs	46,709.75
LAKESIDE INDUSTRIES	43366	09/20/2019	Cold Patch Asphalt for Stock	914.10
MILLER STEPHENS, MARY	43367	09/20/2019	Aug. Public Defense Svcs @ SCORE	1,250.00
MINUTEMAN PRESS	43368	09/20/2019	PROS Plan Update Flyer Printing/Mailing	1,800.14
MINUTEMAN PRESS	43369	09/20/2019	PROS Plan Update Flyer Postage	1,655.32
MOTT MACDONALD GROUP, INC.	43370	09/20/2019	17-C1656 June Log Boom Water Access Proj. Svcs	7,257.64
MR. T'S TROPHIES	43371	09/20/2019	Employee Name Tags	30.69
MUMMA, RYAN	43372	09/20/2019	Reimbursement for Electrical Code Book	53.85
NATIONAL BARRICADE CO., LLC	43373	09/20/2019	"Sidewalk Closed" Sign	35.10
NATIONAL BARRICADE CO., LLC	43374	09/20/2019	"Local Access Only" Signs	121.66
NORTHSHORE FIRE DEPT	43375	09/20/2019	City Hall Annual Fire Permit	200.00
NORTHSHORE SCHOOL DISTRICT	43376	09/20/2019	August 2019 School Impact Fee Remittance	10,573.00
NORTHSHORE UTILITY DIST	43377	09/20/2019	August Fuel & Fleet Maintenance	4,215.23
NORTHWEST TROPHY	43378	09/20/2019	Kenmore Bumper Stickers	351.03
OFFICE DEPOT	43379	09/20/2019	Office Supplies	25.62
OFFICE DEPOT	43380	09/20/2019	Folders	19.03
OFFICE DEPOT	43381	09/20/2019	Calculator/Toner	90.29
OLBRECHTS & ASSOCIATES, PLLC	43382	09/20/2019	February-July Hearing Examiner Services	132.00
O'REILLY/FIRST CALL	43383	09/20/2019	Motor Oil for Generator	8.24
O'REILLY/FIRST CALL	43384	09/20/2019	Glass Cleaner	5.49
OSBORN CONSULTING INC.	43385	09/20/2019	August Consulting Svcs/Boatshed Design	32,222.96
OSBORN CONSULTING INC.	43386	09/20/2019	July Consulting Svcs/Boatshed Design	17,816.70
OUSLEY, NANCY	43387	09/20/2019	Meal Reimbursements	212.87
PACE ENGINEERS, INC.	43388	09/20/2019	July On-Call Consulting Svcs	4,687.58
PACIFIC TOPSOILS	43389	09/20/2019	Dump Fees & Mulch/Wood Chips Purchased	1,108.66
PRIDE ELECTRIC INC.	43390	09/20/2019	City Hall Lighting Repair	286.00
PUGET SOUND ENERGY	43391	09/20/2019	Aug. City Hall Electricity Charges	2,227.00
PUGET SOUND ENERGY	43392	09/20/2019	August Street Light Charges	9,069.57
QUALITY BUSINESS SYSTEMS / WELLS FARGO	43393	09/20/2019	9/5-10/4/19 1st Floor Copier Lease	675.53
QUALITY WATER FINANCIAL LLC	43394	09/20/2019	Incubator Bldg. Filtered Water System	65.95
QUALITY WATER FINANCIAL LLC	43395	09/20/2019	Public Works Office Filtered Water System	65.95

REPUBLIC SERVICES	43396	09/20/2019	August Rhododendron Park Solid Waste	731.68
REPUBLIC SERVICES	43397	09/20/2019	August Hangar Bldg. Solid Waste Svcs	581.53
REPUBLIC SERVICES	43398	09/20/2019	August City Hall Solid Waste Svcs	525.82
SCORE	43399	09/20/2019	August Inmate Housing	34,596.00
SEATTLE TIMES	43400	09/20/2019	9/3 SEPA Notice/ Saranga Goswami	180.63
SEATTLE TIMES	43401	09/20/2019	9/3 SEPA Notice/ Michael Romano Centurion	238.61
SEATTLE TIMES	43402	09/20/2019	SEPA Notice/ Kenmore Link LLC	227.46
SEATTLE TIMES	43403	09/20/2019	8/29 SEPA Notice/ Chicago 75 LLC	182.86
SHRED IT USA LLC	43404	09/20/2019	Monthly Shredding Services	79.44
SISKUN POWER EQUIPMENT	43405	09/20/2019	Blower Repair	110.99
SOUND PUBLISHING, INC.	43406	09/20/2019	National Night Out Advertising	425.00
STAPLES ADVANTAGE	43407	09/20/2019	Paper Towels	24.81
STAPLES ADVANTAGE	43408	09/20/2019	City Hall Maintenance Supplies	134.37
STAPLES ADVANTAGE	43409	09/20/2019	Parks Maintenance Supplies	129.43
STAPLES ADVANTAGE	43410	09/20/2019	Parks Dept. Office Supplies	10.44
STAPLES ADVANTAGE	43411	09/20/2019	City Hall & Hangar Bldg. Maint. Supplies	125.38
STAPLES ADVANTAGE	43412	09/20/2019	Paper Towels for Hangar Bldg.	112.13
STAPLES ADVANTAGE	43413	09/20/2019	Desk Calendar	13.19
STATE AUDITOR'S OFFICE	43414	09/20/2019	August Auditing Services	23,944.08
STEWART MACNICHOLS HARMELL, INC.	43415	09/20/2019	August Public Defense Services	5,000.00
TACK PHOTOGRAPHY	43416	09/20/2019	Aug. 8th Summer Concert Photography	400.00
THE EVP GROUP	43417	09/20/2019	August Incubator Consulting Svcs	2,362.50
THE EVP GROUP	43418	09/20/2019	July Incubator Consulting Svcs	3,220.00
THE STORYMAKERS	43419	09/20/2019	Aerial Photos	875.00
THE WIDE FORMAT COMPANY	43420	09/20/2019	Plotter Repairs	649.00
TOTAL LANDSCAPE CORP	43421	09/20/2019	August Parks' Landscape Maintenance	4,510.00
TOTAL LANDSCAPE CORP	43422	09/20/2019	Sept. City Hall & Parks Landscape Maintenance	5,025.45
TOWN CENTER HARDWARE	43423	09/20/2019	August Materials & Equipment Purchased	214.87
U.S. BANK PURCHASE CARDS	43424	09/20/2019	Purchases 8/16-9/16/19	5,367.07
U.S. BANK PURCHASE CARDS	43425	09/20/2019	Void	-
UTILITIES UNDERGROUND LOCATION CTR	43426	09/20/2019	August Utility Locates	188.34
VERIZON WIRELESS	43427	09/20/2019	7/27-8/26 Cell Phones/Data Chgs	263.53
WASHINGTON TREE SERVICE INC	43428	09/20/2019	Rhododendron Park Annual Pest Control Application	1,606.00
WILLIAMS, KASTNER & GIBBS PLLC	43429	09/20/2019	6/3-7/19 Professional Svcs/Special Counsel	1,550.25
ZUMAR	43430	09/20/2019	Logboom Park Signs	110.29
DRS 457	DFT0000480-481	09/13/2019	DRS 457 Deferred Comp	891.11
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000482-487	09/13/2019	Public Employees Retirement	30,110.43
NAVIA	DFT0000488	09/13/2019	Employee Flexible Spending Account	368.15
BANK OF AMERICA 941	DFT0000489	09/13/2019	Federal Taxes	18,619.87
PAYROLL	Direct Deposit	9/13/2019	Payroll	110,160.52
			Total	<u>1,055,144.87</u>



City of Kenmore

Vendor Purchasing Report

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Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	550.00
0014	AMERICAN PLANNING ASSOCIATION	1,818.00
0022	ASSOCIATION OF WA CITIES	22,400.00
0024	BAKER, DAVID	2,523.66
0037	BASTYR UNIVERSITY	50,000.00
0050	BRUCE C ALLEN & ASSOC INC	15,550.00
0054	BULGER SAFE & LOCK, INC.	7,303.37
0064	CASCADE PEST CONTROL	1,144.00
0067	CENTER FOR HUMAN SERVICES	5,250.00
0076	CITY OF BELLEVUE	120,153.21
0081	CITY OF KENMORE	600.00
0083	CITY OF LAKE FOREST PARK	120,373.83
0092	CODE PUBLISHING COMPANY	1,503.77
0099	CONSOLIDATED PRESS	8,688.74
0106	CROWN PRODUCTS LLC	985.25
0109	DAILY JOURNAL OF COMMERCE	1,998.90
0111	DEPARTMENT OF ECOLOGY	11,948.00
0121	REPUBLIC SERVICES	13,919.51
0130	EMPLOYMENT SECURITY DEPT	9,752.81
0134	EVERGREEN PRINT SOLUTIONS	215.06
0137	FERGUSON ENTERPRISES INC #3011	17,694.24
0145	FRUHLING SAND & TOPSOIL	6,150.27
0147	FUN RENTALS	902.25
0151	CALPORTLAND COMPANY	2,700.77
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	10,377.77
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	191,810.33
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,400.00
0197	JET CITY PRINTING	3,013.73
0201	KCDA PURCHASING COOP	2,377.06
0204	KENMORE COMMUNITY CLUB	470.00
0205	KENMORE HERITAGE SOCIETY	125.00
0206	KENMORE MIDDLE SCHOOL	8,000.00
0212	KING COUNTY FINANCE W.L.R.D.	7,936.00
0213	KING COUNTY ANIMAL SVCS	2,998.00
0216	KING COUNTY REAL ESTATE SVCS	2,500.00
0218	KING COUNTY FINANCE	4,636.79
0219	KING COUNTY FINANCE	242,366.54
0224	SOUND PUBLISHING, INC.	4,519.65
0229	KING COUNTY OFFICE OF FINANCE	6,096.61
0230	KING COUNTY RADIO COMM SERVICES	900.90
0233	KING COUNTY SHERIFF	2,357,170.42
0235	KING COUNTY TREASURY	31,017.97
0251	LIGHTHOUSE CONSULTING INC	58,068.34
0260	MEEHAN, NANCY	576.83
0261	PENDLETON CONSULTING LLC	4,046.80
0265	MORGAN SOUND INC	2,146.10
0267	MR. T'S TROPHIES	255.43
0280	NEOPOST USA INC.	197.99
0285	NORTHSHORE FIRE DEPT	2,020.00
0286	NORTHSHORE SCHOOL DISTRICT	52,865.00
0287	NORTHSHORE SENIOR CENTER	23,050.00

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Vendor	Name	Volume
0288	NORTHSHORE UTILITY DIST	158,807.70
0289	NORTHSHORE YMCA	4,125.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
0292	HONEY BUCKET	5,675.27
0299	PERSONAL BEST	118.27
0300	OFFICE DEPOT	7,991.93
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	21,282.00
0310	PACIFIC TOPSOILS	7,727.06
0314	PETTY CASH CUSTODIAN	765.66
0327	PUGET SOUND CLEAN AIR AGENCY	18,505.00
0328	PUGET SOUND ENERGY	127,914.27
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	9,002.00
0345	SEATTLE TIMES	10,886.23
0350	SIGN UP, SIGN CO, INC	1,342.00
0355	STAPLES ADVANTAGE	12,648.99
0356	STATE AUDITOR'S OFFICE	25,445.58
0357	STEWART MACNICHOLS HARMELL, INC.	45,000.00
0359	SOUND CITIES ASSOC	15,017.45
0365	TOTAL LANDSCAPE CORP	77,926.55
0370	UNITED RENTALS NW, INC	1,115.05
0371	UNITED STATES POSTMASTER	3,612.24
0375	US POSTAL SERVICE (HASLER)	3,779.16
0385	WA ASSOC OF BUILDING OFFICIALS	125.00
0386	WA ASSOC OF CODE ENFORCEMENT	40.00
0387	WA CITIES INSURANCE AUTHORITY	290,060.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	315.00
0401	WA STATE DEPT OF TRANSPORTATION	13,949.04
0405	WASHINGTON STATE OFFICE CASH MGMT	1,719.50
0412	COLUMBIA RIDGE LANDFILL	13,152.33
0416	WETLANDS & WOODLANDS INC	5,073.20
0419	WONDERLAND DEVELOPMENT	750.00
0424	ICMA RETIREMENT TRUST 457 / 304745	95,058.87
0425	DRS 457	16,528.44
0426	AFLAC	2,616.80
0428	BANK OF AMERICA 941	336,394.14
0429	AWC EMPLOYEE BENEFITS	456,716.40
0431	DEPARTMENT OF RETIREMENT SYSTEMS	535,981.47
0432	DEPARTMENT OF LABOR AND INDUSTRIES	36,825.16
0434	UNITED WAY OF KING COUNTY	1,391.50
0436	NATIONAL LIFE OF VERMONT	985.36
0441	DANSOUND INC	8,400.00
0448	UPS STORE KENMORE	143.47
0450	AURORA RENTS	9,807.45
0473	ARTS OF KENMORE	3,032.54
0480	WASHINGTON TREE SERVICE INC	1,606.00
0484	CITY WIDE FENCE COMPANY, INC	28,765.00
0497	DAY WIRELESS SYSTEMS	1,176.72
0501	MACLEOD RECKORD	5,783.82
0510	AA ASPHALTING, INC	8,343.52
0515	NATIONAL LEAGUE OF CITIES	1,533.67
0542	AMERICAN SOCIETY OF COMPOSERS	362.64
0550	KING COUNTY RECORDER'S OFFICE	234.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	7,580.00
0575	FUNRENT	250.00
0586	MAIL FINANCE	1,419.00
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00
0594	RANDALL, BRIAN	1,209.99

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Vendor	Name	Volume
0610	WA STATE DEPT OF TRANSPORTATION	5,591.58
0617	KING COUNTY FINANCE	1,950.00
0639	KONICA MINOLTA BUSINESS SOLUTIONS	659.38
0641	TELESYSTEMS WEST	761.75
0685	PACE ENGINEERS, INC.	181,927.36
0689	DIGITAL REPROGRAPHICS SERVICES INC.	1,109.04
0690	BUILDERS EXCHANGE OF WASHINGTON INC	681.60
0692	HDR ENGINEERING, INC	558,019.29
0696	AMERICAN GENERAL LIFE GPO/400S	2,764.72
0699	BANNER BANK DB	6,114.58
0743	BANNER BANK NO	9,094.90
0764	OUSLEY, NANCY	1,511.77
0781	QUALITY BUSINESS SYSTEMS INC.	8,148.96
0788	CURTIS, DR. MILTON	193.68
0791	NORTHSHORE ROTARY CLUB	498.00
0800	BANNER BANK JG	11,555.69
0817	GRAINGER	11,996.49
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0834	BANNER BANK KENMORE	26,081.78
0837	INGLEWOOD GOLF COURSE	5.20
0851	EVER MARK, LLC	1,810.24
0852	GREGORY, JOANNE	385.18
0858	A+ CONFERENCING	231.34
0864	COLUMBIA FORD	130,979.72
0868	JAYMARC AV	646.25
0869	BANNER BANK JGORDON	24,789.64
0892	JACOBS ENGINEERING GROUP	174,243.43
0898	ZONAR SYSTEMS	527.73
0899	SHRED IT USA LLC	761.28
0912	ALCALDE & FAY	40,484.82
0913	KENMORE ELEMENTARY PTA	2,500.00
0937	ZUMAR	10,870.07
0964	J&K ASSOCIATES	28,263.40
0981	COMCAST BUSINESS	18,345.54
0983	PASSPORT TRAVEL AND TOURS	208.60
0994	GORDON THOMAS HONEYWELL	28,177.10
1000	JRW ENTERPRISES	2,150.59
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	2,926.81
1032	SAWYER, RICHARD	217.80
1045	HORIZON DISTRIBUTORS INC	1,474.49
1047	SARAH ROBERTS	92,101.96
1052	FIRE PROTECTION, INC	5,574.85
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1114	PHSI PURE HEALTH SOLUTIONS INC.	808.72
1116	FRONTIER	9,389.64
1123	AM TEST, INC	2,025.00
1140	PAWS	2,484.00
1148	QUALITY WATER FINANCIAL LLC	1,173.44
1161	INDEPENDENT STATIONERS	261.24
1168	SCHINDLER ELEVATOR CORPORATION	2,407.09
1177	WELLS FARGO FINANCIAL	1,859.19
1192	HOPKINS, CRAIG	307.98
1197	MILLER STEPHENS, MARY	10,000.00
1212	MCALLISTER, TERESA	19.62
1215	STATE OF FLORIDA DISBURSEMENT UNIT	5,225.00
1216	ADVANCE TESTING & SERVICE INC	1,512.00
1222	OLSON BROTHERS PRO VAC	5,667.75

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Vendor	Name	Volume
1248	KENMORE AIR	3,037.40
1258	SESAC	470.85
1267	AUTOMATED CONTROLS	3,639.68
1269	KAMINS CONSTRUCTION INC.	386,758.68
1299	VERIZON WIRELESS	2,147.76
1304	HAMPSON, BRYAN	103.67
1309	BANNER BANK BAKER	7,947.98
1311	WASHINGTON STATE PATROL	6,130.48
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	4,500.00
1331	KBA INC.	27,752.90
1333	WELWEST CONSTRUCTION INC.	519,751.57
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	750.00
1345	SHERWIN WILLIAMS CO. #8099	291.11
1356	KARLINSEY, ROB	994.00
1357	KENMORE COMMERCIAL LLC	30,303.36
1358	ALPHAGRAPHS	1,298.24
1359	EVERGREEN FIRE AND SAFETY, INC.	96.80
1363	INNOVAC	4,182.65
1364	KINGS HEATING	529.20
1372	AAA PRINTING	1,398.72
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1390	UTILITIES UNDERGROUND LOCATION CTR	1,612.50
1402	NORTHWEST MARINE TRADE ASSOCIATION	460.00
1403	OSBORN CONSULTING INC.	88,524.49
1412	SKAGIT GARDENS	2,920.28
1420	SAUVE, GAYLEN	400.00
1425	FASTSIGNS	910.80
1431	BRIEN, GAYLYNN	400.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	506.00
1457	LANGUAGE LINE SERVICES, INC.	9.85
1459	FLEMINGS HOLIDAY LIGHTING LLC	5,739.02
1478	HERBIG, NIGEL	86.66
1482	HIGHWIRE	762.12
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	375.00
1500	MARINE FLOATS CORPORATION	2,422.73
1504	SCORE	305,611.98
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	THE EVP GROUP	44,833.81
1555	LINCOLN NATIONAL LIFE INSURANCE	9,972.34
1577	MUMMA, RYAN	390.43
1580	NORTHWEST TROPHY	461.03
1581	STARDOM SERVICES, INC.	4,440.00
1584	STUDIO 3 SIGNS	165.15
1590	HERMANSON COMPANY, LLP	401.59
1591	ULINE	2,642.59
1596	NW ENVIRONMENTAL TRAINING CENTER	3,225.00
1605	ALL CITY FENCE CO.	14,412.20
1606	GALLATIN PUBLIC AFFAIRS	31,500.00
1629	WESTERN DISPLAY FIREWORKS, LTD.	18,000.00
1647	MASTEC NETWORK SOLUTIONS	1,523.55
1657	STEWART TITLE COMPANY	958.13
1661	WHITEMAN, TELA	519.17
1673	KPFF CONSULTING ENGINEERS	378,533.15
1678	VICENTE, JOHN	2,434.00
1686	GRAHAM BABA ARCHITECTS	1,222.50

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Vendor	Name	Volume
1689	MOTT MACDONALD GROUP, INC.	200,262.13
1690	SITTS & HILL ENGINEERS, INC.	5,730.00
1693	SKYWARD CONSTRUCTION	33,000.00
1698	WRIGHT, MARCI	1,000.00
1704	BANNER BANK RK	8,033.66
1711	SOFTWAREONE, INC.	11,052.93
1715	THE WIDE FORMAT COMPANY	649.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1731	NORTHWEST ARBORICULTURE LLC	9,707.28
1738	MUNIMANAGE, LLC	78,045.00
1759	CORT PARTY RENTAL	55.00
1762	BAKER, BRIDGIT	740.36
1774	OWEN EQUIPMENT COMPANY	1,305.30
1782	SWANK MOTION PICTURES, INC.	2,213.20
1786	TYLER TECHNOLOGIES, INC.	17,853.40
1787	M M COMFORT SYSTEMS	36.75
1789	BLUEBEAM, INC.	493.90
1798	OLBRECHTS & ASSOCIATES, PLLC	3,342.00
1811	CAMPBELL SCIENTIFIC	624.00
1814	YSI INCORPORATED, A XYLEM BRAND	2,885.98
1816	NAVIA	20,744.85
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	6,676.38
1829	SHI INTERNATIONAL CORP.	882.20
1832	EASTSIDE HOMES, INC.	1,670.10
1835	INC4INC, INC.	11,500.00
1846	AWCPD	100.00
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,124.20
1867	TACK PHOTOGRAPHY	400.00
1879	HOLMBERG COMPANY	3,628.70
1885	NATIONAL BARRICADE CO., LLC	1,950.19
1889	WILLIAMS, KASTNER & GIBBS PLLC	27,771.44
1892	HEARTH MUSIC	3,850.00
1900	ASPECT CONSULTING LLC	1,749.54
1901	NORTH COAST ELECTRIC COMPANY	157.91
1913	GRAND EVENT RENTALS	3,039.02
1914	MCMANARA SIGNS	440.40
1927	GAMETIME	6,225.01
1930	T MOBILE USA, INC.	5,927.05
1932	U.S. BANK N.A. / CUSTODY	268.00
1933	VALLEY, CHRIS & BETH	7,500.00
1944	OHNO CONSTRUCTION	5,454.03
1945	GLASS MASTERS LLC	4,465.00
1946	FALL PROZ INC	896.50
1947	MCMILLAN, RANDY	500.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	1,290.00
1955	HUIZENG ENTERPRISES, LLC	5,857.22
1960	WALTER E. NELSON CO.	1,233.87
1962	BANNER BANK SKROGH	2,511.76
1964	EARTHWORKS	42,502.95
1970	CROSSROAD SIGN	2,074.60
1978	GOVDELIVERY, LLC	33,005.91
1979	MSPT XXII, LLC	10,954.00
1980	HRA VEBB TRUST	32,640.87
1981	U.S. BANK	300.00
1985	CONTRACT LAND STAFF LLC	21,007.76
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	220.00

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Vendor	Name	Volume
1998	JOHNSTON GROUP, LLC	23,320.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	45,195.00
2007	HYDROPOINT DATA SYSTEMS, INC.	705.00
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	55,391.12
2019	EMERALD CITY STATEWIDE	727.10
2021	GEOTERRA, INC.	9,220.00
2024	DFR LAW GROUP, LLC	1,500.00
2028	PRIDE ELECTRIC INC.	1,573.00
2048	SMS CLEANING, INC.	47,567.75
2054	BLUE FLAME HEATING, AIR & ELECTRIC	264.60
2063	French Touchup LLC	5,929.00
2064	Bud Clary Dodge/Chevrolet	66,956.52
2065	AMY LUCK	200.00
2073	HOOPSMILES	275.00
2078	WA RECREATION & PARK ASSOC.	85.00
2081	SHANNON & WILSON, INC.	56,484.20
2095	TRANSPO GROUP USA INC.	85.00
2097	ROBINSON AND NOBLE, INC.	2,850.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2114	NC Machinery	112,126.05
2126	SCHWARZWALTER, MARK	54.68
2128	SUNDANCE ENERGY SERVICES	766.27
2129	CHELIN, KELLY	84.87
2130	CGINI	4,925.00
2132	FUELCARE	660.00
2135	AMERICAN SOLUTIONS FOR BUSINESS	1,224.64
2138	HORVATH, PETER	185.25
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	305,240.91
2144	MODUS TECHNOLOGY, INC.	2,996.58
2147	SOD SPOT LLC	17,700.00
2148	Town and Country Fence Inc.	2,337.51
2157	SOUND SAFETY PRODUCTS CO.	2,025.74
2159	TRAILER BOSS	8,181.90
2160	ALLWEST UNDERGROUND INC.	1,980.60
2161	BENNETT GOLD, TOBIN	282.17
2162	ESWO, LLC	15,000.00
2163	CORNERSTONE ARCHITECTUAL GROUP	13,160.00
2164	RANKIN, BRUCE	418.95
2166	BARKER MARTIN, P.S.	9,505.50
2167	APWA/WA CHAPTER	1,500.00
2168	FRED PRYOR SEMINARS	149.00
2169	ETC INSTITUTE	18,750.00
2171	BELRED ENERGY SOLUTIONS	329.28
2172	TCF ARCHITECTURE	2,500.00
2173	TRI COUNTY LAND SURVEYING	3,800.00
2174	TUCKER, NATHAN	300.00
2175	ELECTRONIC BUSINESS MACHINES	1,899.90
2176	CANON FINANCIAL SERVICES, INC.	2,126.72
2177	ELYSIUM DEVELOPMENT, LLC	7,500.00
2178	STRIPE A LOT	2,822.88
2179	NC CAT RENTAL	3,553.00
2180	BUNTTING INC.	131,302.62
2181	CONNER HOMES AT SOLIRE LLC	187,241.00
2182	CUZ CONCRETE PRODUCTS	909.13
2183	SISKUN POWER EQUIPMENT	8,802.18
2184	DIVERSIFICATION INC.	1,866.70
2185	CRIMINAL JUSTICE TRAINING COMMISSION	1,450.00

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Vendor	Name	Volume
2187	CORAL SALES CO.	9,553.50
2188	DIJULIO DISPLAYS, INC	5,174.98
2189	OFFICE TEAM	31,954.56
2190	PACIFIC INDUSTRIAL SUPPLY	984.39
2192	STEWART TITLE	103,308.00
2193	FENCING COMPANY, LLC	1,265.00
2194	CONFLUENCE ENVIRONMENTAL COMPANY	10,470.00
2195	CITY SOURCED	3,600.00
2196	Engaged Public	6,500.00
2197	BEST PARKING LOT CLEANING INC.	12,599.40
2198	CITY OF BOTHELL	50,000.00
2199	HALALILLO, PAULA	34.56
2200	CHASE WALKER	209.75
2201	WA CHAPTER AMERICAN SOCIETY OF LANDSCAPE ARC	75.00
2202	ROGER WIGGINS	7,500.00
2203	KENMORE CLEANERS	36.30
2204	KING COUNTY	200.00
2205	MUNICIPAL MANAGEMENT SERVICES	5,000.00
2206	CHECK RIDE	6,900.00
2207	APA Washington	100.00
2208	FLUENT LANGUAGE SOLUTIONS	395.59
2209	MORUP SIGNS, INC.	913.02
2210	PACWEST MACHINERY	300.00
2211	PRECISION FUEL SOLUTIONS	1,452.00
2212	WEDENIG, MARK	7,500.00
2213	HELEN C. FORBES FAMILY TRUST	1,623.30
2215	INTERSECTION MEDIA, LLC	1,000.00
2216	SEVERSON, ROBERT	13,732.35
2217	TOURNESOL SITEWORKS, LLC	473.02
2218	NORTH CREEK ROOFING, INC.	215.45
2219	C.R. CONTRACTING	105,800.00
2220	SAFETY SOURCE LLC	2,765.00
2221	O'REILLY/FIRST CALL	150.06
2222	GRADE, INC.	227,715.97
2223	JAIN, VAIBHAV	250.00
2224	BROWN, STEPHANIE	385.85
2225	THE COLOR GROUP, INC.	563.31
2226	QUANTUM HOMES	47,510.50
2227	EARTHCORPS	18,108.75
2229	ALIA PRODUCTIONS	2,000.00
2230	COMPASS NORTHWEST, INC	30,800.00
2231	A WORKSAFE SERVICE, INC	110.00
2232	DANNY BARNES INC.	1,500.00
2233	GARY HALEAMAU	2,425.00
2234	BRETT BENTON	250.00
2235	CEDRIC BURNSIDE	2,350.00
2236	COMCAST	7,834.14
2237	CREATIVE HOUSE BRANDING	1,031.17
2238	EVENT EXPERIENCE	500.00
2239	THE STORYMAKERS	1,125.00
2240	TAMAR LLANA & VENTANAS	1,900.00
2241	VIBE INC.	3,517.94
2242	MARY'S PLACE	7,333.00
2244	NGSSA	132.00
2245	JULIET HOWARD	1,250.00
2246	LYDIA RAMSEY	250.00
2247	EMERALD PAVING, INC	5,544.00
2248	INTERNATIONAL PUBLIC MGT ASSOC FOR HUMAN RES	149.00

Vendor Purchasing Report**For Date Range 01/01/2019 - 09/20/2019****Vendor Set: Vendor Set 01**

Vendor	Name	Volume
2249	KING COUNTY BAR ASSOCIATION	500.00
2250	NAMI EASTSIDE	500.00
2252	TRUGREEN	605.00
2253	CHANCERY CIVIC LLC	5,424.00
2254	U.S. BANK PURCHASE CARDS	9,807.09
2255	ANNA ARNOTT	114.25
2256	FLYNN BEC LP	3,014.00
2257	ALTATERRA CONSULTING LLC	3,200.00
2258	STRONG TOWNS	300.00
2259	MINUTEMAN PRESS	7,567.46
2260	WESTERN ENGINEERS & SURVEYORS	225.75
2261	NEDOROSCIK, TAMMORA	42.83
2262	DILIGENT CORPORATION	6,160.00
2263	INTOXIMETERS, INC.	992.75
2264	SWOFFORD EXCAVATING	24,919.11
2265	TURNING CIRCLES LLC	60.00
2266	WA STATE PARKS & RECREATION COMMISSION	4,271.25
2269	HERC RENTALS INC.	3,987.53
2270	LAKESIDE INDUSTRIES	914.10
2271	HENLEY USA	22,483.30
2272	BIELENBERG, TERRI	76.43
Vendor Set Vendor Set 01 Total:		12,029,821.32

Subject/Topic: Amendment No. 2 to Contract No. 18-CI946 with SkipStone Consulting Proposed Council Action/Motion: Approve Amendment No. 2 to Contract No.18-CI946 with SkipStone Consulting	For Council Meeting Agenda of: 14 October 2019 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <u>NKO 3 OCT 2019</u> Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature] 10/21/19</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Amendment No. 2 2. Contract No. 18-CI946
<u>INFORMATION/BACKGROUND:</u> The City is working with SkipStone to position the City for commercial office development, an early implementation measure following the completion of the Economic Development Strategy Update in 2018. The proposed contract amendment extends the contract term to December 2020 and amount to complete the next phase of the work, which includes collaborating on potential development scenarios for Lakepointe.	
<u>FISCAL CONSIDERATION:</u> Funds are available in the 2019-2020 Budget to complete this work. The contract amendment increases the not to exceed amount from \$55,000 to \$70,000, and to date \$36,300 has been spent on the contract. The Port of Seattle Economic Development Partnership Grant is funding part of the work.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal 5: Update and continue to implement the Economic Development Plan: attract new businesses and support existing businesses.	

ATTACHMENT

1

**CITY OF KENMORE CONTRACT NO. 18-C1946
AMENDMENT NO. 2**

The following section of the consulting services contract dated November 14, 2018, between the City of Kenmore and SkipStone/ Sod Spot, LLC is amended to read in its entirety as set forth below and in attachment. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Work. The Consultant's Scope of Work is amended as described in Attachment A.

Section 2. Compensation and Method of Payment

The contract agreement not to exceed amount is modified from \$55,000 to the new contract amount of \$70,000.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 8, 2018 and ending December 31, 2020 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.

DATED this ____ day of _____, 20__.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Title: _____

Rob Karlinsey
City Manager

Address: _____

Phone No.: _____

EXHIBIT A

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

Amended Scope of Work to Include:

Map of employment space opportunities in Kenmore, including notes of considerations that could incentivize change of use, reinvestment or redevelopment

Brief Kenmore senior staff on Phase 1 conclusions and continue discussions with the group as requested

Development Incentives: Work with Kenmore senior staff on prioritizing potential land use actions to incentivize office development, analyzing the potential benefits of various options, and reviewing draft code language. Be available for presentation or discussion of real estate development considerations and potential incentives with Planning Commission and/or Council.

Identify project opportunities and a plan to attract several cycles of capital to projects, in addition to meaningful incentives that can support the desired investments.

Collaborate with the Real Estate Financial Consultant retained by the City of Kenmore to examine options for Lakepointe redevelopment and contribute to written report(s) and/or briefings as requested.

ATTACHMENT

2

**CITY OF KENMORE CONTRACT NO. 18-C1946
AMENDMENT NO. 1**

The following section of the Consultant Services contract dated November 14, 2018, between the City of Kenmore and SkipStone, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment

The City shall pay Consultant:

☐ According to the rates set forth in Exhibit B

☒ A sum not to exceed \$55,000

☐ Other

The Consultant 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 Consultant for services rendered within ten (10) days after City Council voucher approval.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 8, 2018 and ending June 30, 2019 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.

DATED this 17th day of December, 2018

CONSULTANT:

BY: [Signature]

Title: President

Address: 6753 2nd Ave NW

Seattle, WA

98117

Phone No.: 857-891-1663

CITY OF KENMORE:

BY: [Signature]

Rob Karlinsey

City Manager

City of Kenmore Contract No. 18-C1946

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and SkipStone, ("Consultant") whose principal office is located at 6753 2nd Avenue NW, Seattle, Washington 98117.

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.

2. 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]

☐ According to the rates set forth in Exhibit "B."

☐ x A sum not to exceed \$23,000

☐ Other (describe): _____

The Consultant 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 Consultant 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 November 8, 2018 and ending December 31, 2018 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 Consultant. The Consultant and the City agree that the Consultant is an independent Consultant 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. Consultant 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 negligent acts, errors or omissions of the Consultant 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 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 Consultant 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 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 Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant'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 Consultant's profession.

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 \$300,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
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 Provision. The Consultant'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 Consultant's insurance and shall not contribute with it.

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

E. Verification of Coverage. The 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.

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

G. Failure to Maintain Insurance. Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

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

8. Record Keeping and Reporting.

A. The 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. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of 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 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, 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 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. 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 Consultant shall be sent to the following address:

SkipStone A-P Hurd
6753 2nd Avenue NW
Seattle, WA 98117

Phone No.: 857-891-1663

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.

CONSULTANT

By: 

Title: President

Date: 11/14/18

CITY OF KENMORE

By: 

Title: City Manager

Date: 11/9/18

EXHIBIT A

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



September 20, 2018

Commercial Development Strategy Project Outline

Questions we are trying to answer:

1. What types of commercial development would be most likely to attract investment in Kenmore, and what can the City do to accelerate that investment?
2. What are the 'seed amenities' or unique advantages that can attract commercial development, and how can we cultivate these even more?
3. How do we let the right kind of developer know that we are "open for business"?
4. How could re-purposing existing buildings lead to increased supply of attractive office space?
5. How do initial projects or clusters contribute to longer-term commercial growth?
6. Are the incentives that can accelerate development or make the City more attractive to companies, or more 'sticky' for growing companies?
7. What is the role/opportunity for co-working as part of this strategy?

High Level Project Plan

Initial Contract:

Phase 1: November through December 31, 2018: Develop a map of the as-is state and define areas of opportunity.

1. Meet with City, review existing Comp Plan and strategy documents and develop detailed project plan. (20 hours)
2. Tour existing space inventory and locations of opportunity. (10 hours)
3. Meet with existing businesses and developers with current/recent local projects (e.g. Main Street, Daniels, Weidner) to understand challenges and opportunities. (20 hours)
4. Deliverable: Develop a summary document of key learnings, connections and opportunities. (25 hours)

Phase 1: 75 hours x hourly rate (\$300) = \$22,500

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Preliminary Scope for Future Contract Amendment

Phase 2: January – April 2019: Develop a plan and framework for new commercial development.

1. Identify barriers to success in areas of opportunity—for instance, what are the cost barriers to re-purposing existing buildings. (25 hours)
2. Create a draft strategy around how to generate demand for (and supply of) commercial space (working with City staff) and test it with developers and business people. (25 hours)
3. Craft incentives (or eliminate barriers) that can help the plan happen. (25 hours)
4. Deliverable: Identify project opportunities, a plan to attract several cycles of capital to projects and incentives that can support the desired investments. (25 hours)

Phase 2: 100 hours x hourly rate (\$300) = \$30,000

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EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

\$300 per hour



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: West Sammamish River Bridge design and right-of-way acquisition Contract Amendment Proposed Council Action/Motion: Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$2,876,149 for completing the design and right of way acquisition for the West Sammamish River Bridge Project.	For Council Meeting Agenda of: 10/14/2019 Department: <u>PW Engineering</u> Prepared by: <u>John Vicente, P.E.</u> Initial & Date Approved by Department Head: <u>[Signature] 9/23/19</u> Approved by City Attorney: <u>NA</u> Approved by Finance Director: <u>[Signature] 10/2/19</u> Approved by City Manager: <u>[Signature] 10/3/19</u> Exhibits/Attachments: NA
<u>INFORMATION/BACKGROUND:</u> Background: On April 13, 2015, City Council authorized the City Manager to execute a contract with Jacobs Engineering (Jacobs) to provide design services for the W Sammamish River Bridge Project for an amount not to exceed \$2,460,054. On January 16, 2018, Council authorized an amendment to the Jacob's contract to provide for additional design services for an amount not to exceed \$2,776,149. With the government shut down in January 2019 and the inability to obtain the necessary permits, the project was delayed by one year. To meet the goal of advertising in the fall of 2019, an additional \$100,000 is needed to complete the design efforts by Jacobs: 1. Additional environmental coordination with National Marine and Fisheries Service (NMFS) and additional engineering reporting necessary to secure the Biological Opinion 2. Additional Historical and Cultural documentation needed as a result of comments received during the permitting process with NMFS 3. Revising and re-issuing the project plans and specifications 4. Additional Right of Way acquisitions not previously known Design Status: Design is complete and the project is expected to be advertised for construction the week of October 14th. Bids are expected to be opened late November.	
<u>RECOMMENDATION:</u> Staff recommends Council Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$2,876,149 for completing the design and right of way acquisition for the West Sammamish River Bridge Project.	

FISCAL CONSIDERATION:

The total budget for the Project is \$37.86 Million of which almost \$35 Million is covered by grant funds or by utility contributions. Typical costs for engineering design consultants ranges from 10%-20% of the construction amount depending on the complexity and cost of construction. The total contract amount is approximately 11% of the construction estimate which falls within the expected percentage range.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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



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

Subject/Topic: City Attorney Agreement Proposed Council Action/Motion: Authorize the City Manager to enter into a new City Attorney Agreement with Inslee Best Doezie & Ryder P.S.	For Council Meeting Agenda of: October 14, 2019 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"><i>DR via email</i></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"><i>Qm</i></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><i>RJK 10/3/19</i></td> </tr> </table> Attachment(s): 1: Proposed New City Attorney Agreement 2: Current City Attorney Agreement		<u>Initial & Date</u>	Approved by Department Head:		Approved by City Attorney:	<i>DR via email</i>	Approved by Finance Director:	<i>Qm</i>	Approved by City Manager:	<i>RJK 10/3/19</i>
	<u>Initial & Date</u>										
Approved by Department Head:											
Approved by City Attorney:	<i>DR via email</i>										
Approved by Finance Director:	<i>Qm</i>										
Approved by City Manager:	<i>RJK 10/3/19</i>										

The City has contracted with the law firm of Inslee Best Doezie & Ryder P.S. for municipal legal (i.e. city attorney) services since the mid 2000s. In 2011, the contract was amended to adjust hourly rates charged by the firm. Rates were adjusted again in early 2019 under a new agreement.

Over the summer the City conducted a Request for Proposals for City Attorney services. The City received proposals from four law firms, including a proposal from Inslee Best Doezie & Ryder P.S. After a selection process including panel interviews with the City's management team, Mayor Baker, and Planning Commission Chair Mark Ohrenschall; as well as reference checks and follow up interviews with finalists, the City Manager is recommending that the City continue with Inslee Best Doezie & Ryder P.S. Dawn Reitan, a member of the firm, will serve as City Attorney.

Dawn Reitan has represented municipalities (mainly cities) for over 26 years and has been with Inslee Best since 2000. Ms. Reitan is currently the City Attorney for the cities of Newcastle and Brier (and will continue in these roles) and has served as the Acting City Attorney for the City of Kenmore since Rod Kaseguma's retirement earlier this year.

Ms. Reitan has advised cities on a wide range of municipal issues, including land use and zoning, development agreements, subdivision approvals, growth management, impact fees, building codes, annexations, public works bidding and contracting, appearance of fairness doctrine, conflicts of interest, open public meetings, and public records disclosure. Ms. Reitan is also experienced in drafting ordinances and resolutions on a wide range of city issues, and she has negotiated both large and small development agreements, franchise agreements, and other agreements. She has also represented municipal clients at numerous administrative hearings and defended them in Superior Court and the Court of Appeals.

In addition to Dawn Reitan, Inslee Best will provide access to experienced attorneys in other legal specialties, including personnel, real property, public works bidding and construction, purchasing and procurement, eminent domain, nuisance abatement, and litigation.

The City Manager proposes to continue city attorney services with Inslee Best under a new contract with the following proposed terms (see Attachment 1 for the full agreement):

- The term of the new Agreement is from October 1, 2019 through December 31, 2021 with automatic annual one-year renewals. Renewal beyond six (6) years will require City Council reauthorization. At any time during the term of this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.
- Hourly rates for legal services are set forth in Exhibit A of the proposed agreement.
- The new Agreement continues the practice of not charging for time spent traveling to and from City Hall.
- The new Agreement provides for City Attorney office hours (currently assuming approximately two hours on regular City Council meeting days), as mutually agreed upon by the City Manager and the City Attorney.

FISCAL CONSIDERATION:

\$530,000 is budgeted for legal services for the 2019-2020 biennium.

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made as of this ____ day of October, 2019 between the City of Kenmore ("City") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

II. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the City Manager or designee. Dawn Reitan, or an attorney of the Firm approved by the City Manager, will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement.

III. QUALITY OF SERVICES

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. DESCRIPTION AND DELIVERY OF SERVICES

At the request or with the concurrence of the City Manager or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;
- (2) Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;
- (3) Consult with and advise the City Manager, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend City Council meetings (and work sessions during such meetings); and
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.
- (6) Attend office hours ~~on the Monday of each Regular City Council Meeting (2nd, 3rd and 4th Mondays of the month) from 3pm to 5pm, or such time as may be necessary~~ as mutually agreed upon by the City Manager and the City Attorney. The City will provide work space at City Hall for City Attorney office hours.

When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney, an estimate of the response date, and the mutually agreed upon deliverable(s).

The City may request the City Attorney to be available by cell phone, at times and in a manner agreed upon by the City Manager and the City Attorney.

The parties acknowledge the Firm is subject to and bound by the Washington State Court Rules: Rules of Professional Conduct (RPC”), including but not limited to RPC 1.7 Conflict of Interest: Current Clients. The Firm shall follow said RPCs, including but not limited to, client representation involving a concurrent conflict of interest as defined in RPC 1.7(a).

V. FEES AND COSTS

The legal services shall be billed at the hourly rates set forth on Exhibit A. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City’s behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

The Firm will not charge the City for travel time or mileage costs incurred for trips to and from City Hall. Travel time and mileage costs for trips to locations other than City Hall will be reimbursed at the hourly rates for the attorneys.

VI. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. A service charge shall accrue at the rate of twelve percent (12%) per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VII. TERM

This Agreement shall be in effect from October 1, 2019 through December 31, 2021, with automatic annual one-year renewals. Renewal beyond six (6) years will require City Council reauthorization. At any time during the term of this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

VIII. INSURANCE

The Firm 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 Firm, its agents, representatives, or employees.

No Limitation

The Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

The Firm shall obtain insurance of the types and coverage description below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Firm's profession.

Minimum Amounts of Insurance

The Firm shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability insurance shall be written with limits no less than \$4,000,000 per claims and \$4,000,000 policy aggregate limit.

Other Insurance Provision

The Firm's Automobile Liability and Professional 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 self-insured pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

The Firm 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 Firm before commencement of the work.

Notice of Cancellation

The Firm shall provide the City Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

IX. INDEMNIFICATION/HOLD HARMLESS

The Firm shall defend, indemnify and hold the City, its officers, officials, employees 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 Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competition 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 Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm'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. The provisions of this section shall survive the expiration or termination of this Agreement.

CITY OF KENMORE

By _____
Rob Karlinsey, City Manager

INSLEE, BEST, DOEZIE & RYDER, P.S.

By _____
Dawn Reitan, Shareholder

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, P.S.
*2019 through 2021 Attorney Billing Rates**

Municipal Partners	Hourly Rates**
Dawn Reitan	\$265
Rosemary Larson	\$265
Kathy Weber	\$265
William Linton	\$265
Kay Brossard	\$265
Kinnon Williams	\$265
Municipal Group Associates	Hourly Rates***
Charlotte Archer	\$245
Curtis Chambers	\$245
Christopher Pirnke	\$245
Desiree Phair	\$245
Paralegals and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually. These rates shall not exceed the lowest Municipal Group Associate rate.
Other firm partners (if approved in advance by City Manager)	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually.

*The Firm's Attorney Billing Rates are subject to change on January 1, 2022, based on the mutual consent of the City Manager and Firm.

*The 2021 Rates for the Municipal Partners shall be increased on January 1, 2021 by the 2018 Seattle CPI-W (W=urban wage earners and clerical workers).

**If a Municipal Group Associate becomes a Partner in 2020 or 2021, then the Municipal Group Partner rate of \$265 shall apply.

19-C1994 Attachment 2

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made as of this 14th day of January, 2019 between the City of Kenmore ("City") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

II. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the City Manager or designee. Rod Kaseguma, or an attorney of the Firm approved by the City Manager, will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement.

III. QUALITY OF SERVICES

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. DESCRIPTION AND DELIVERY OF SERVICES

At the request or with the concurrence of the City Manager or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;
- (2) Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;
- (3) Consult with and advise the City Manager, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;
- (4) Attend City Council meetings (and work sessions during such meetings); and
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of confirming on the same day. The confirmation shall identify the assigned attorney and estimate the response date.

The City may request the City Attorney to be available by cell phone, at times and in a manner agreed upon by the City Manager and the City Attorney.

V. FEES AND COSTS

The legal services shall be billed at the hourly rates set forth on Exhibit A. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City's behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

The Firm will not charge the City for travel time or mileage costs incurred for trips to and from City Hall. Travel time and mileage costs for trips to locations other than City Hall will be reimbursed at the hourly rates for the attorneys.

VI. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. A service charge shall accrue at the rate of twelve percent (12%) per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VII. TERM

This Agreement shall be in effect from January 1, 2019 through December 31, 2020; provided, that either party shall have the right to terminate this Agreement upon thirty (30) days written notice.

VIII. INSURANCE

The Firm shall procure and maintain for the duration of this Agreement professional liability insurance with limits of four million dollars (\$4,000,000) per claim and four million dollars (\$4,000,000) policy aggregate.

IX. INDEMNIFICATION/HOLD HARMLESS

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

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 Firm and the City, its officers, officials, employees and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Attachment 2

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

CITY OF KENMORE

By 
Rob Karlinsey, City Manager

INSLEE, BEST, DOEZIE & RYDER, P.S.

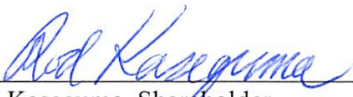
By 
Rod Kaseguma, Shareholder

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, P.S.
2019 and 2020 Attorney Billing Rates

Municipal Partners	2019 RATES*
Rod P. Kaseguma	\$300
John W. Milne	\$295
Kinnon W. Williams	\$290
Kathy F. Weber	\$280
William A. Linton	\$280
Dawn F. Reitan	\$275
Rosemary A. Larson	\$275
Eric C. Frimodt	\$270
Kay L. Brossard	\$270
Other Municipal Partners (if added)	Minimum of \$270 and maximum of \$300, depending on experience.
Associates, paralegals and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually. These rates shall not exceed the lowest Municipal partner rate.
Other firm partners (if approved in advance by City Manager)	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually.

*The 2020 Rates for the Municipal Partners shall be increased on January 1, 2020 by the 2018 Seattle CPI-W (W=urban wage earners and clerical workers).