



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028

Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City Council Regular Meeting

ON-SITE

MONDAY, OCTOBER 14, 2024 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/81408687431>

ZOOM PASSWORD: 101424

Or One tap Mobile: US: +12532158782,,81408687431#

Or Telephone Dial US: +1 253 205 0468

Webinar ID: 814 0868 7431

ZOOM PASSWORD: 101424

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment

If you have technical difficulties accessing the meeting virtually, please contact the Deputy City Clerk at

mkang@kenmorewa.gov.

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

I. CALL REGULAR MEETING TO ORDER - 7:00 PM

II. ROLL CALL

III. LAND ACKNOWLEDGEMENT

IV. FLAG SALUTE

V. AGENDA APPROVAL

VI. PROCLAMATION

- A. Youth Poet Laureate Day, to be accepted by Elizabeth Wang
[Youth Poet Laureate Day - October 20, 2024](#)

VII. WHERE'S THE FUN?

VIII. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION PROCESS: To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form opens Tuesdays at 12:00 Noon and closes Mondays at 12:00 Noon. You will be confirmed by the City Clerk. If you are having difficulty, please reach out to the City Clerk at awarhol@kenmorewa.gov.

IX. CONSENT AGENDA

- A. Approve Total Check #s 55039 through 55107 totaling \$811,101.02, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 9/20/2024 in the amount totaling \$396,548.85, and EFT Payment #s 1695 through 1710 totaling \$27,226.99.
[Voucher Certification and Approval 9/14/2024 - 9/27/2024](#)
- B. Approve Contract No. 10-C873 Amendment No. 7 with Progressive Animal Welfare Society (PAWS) to extend the contract, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.
[Agenda Bill - Amendment No. 7 to Contract No. 10-C873](#)
[Attachment 1 - Amendment No. 7 to Contract No. 10-C873](#)
- C. Approve Contract No. 19-C2122 Amendment No. 4 with Shannon & Wilson, Inc. to extend the contract, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.
[Agenda Bill - Amendment No. 4 to Contract No. 19-C2122](#)
[Attachment 1 - Amendment No. 4 to Contract No. 19-C2122](#)
- D. Approve Contract No. 20-C2229 Amendment No. 4 with Cascadia Law Group, PLLC to extend the contract, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.
[Agenda Bill - Amendment No. 4 to Contract No. 20-C2229](#)
[Attachment 1 - Amendment No. 4 to Contract No. 20-C2229](#)
- E. Approve Contract No. 21-C2667 Amendment No. 6 with PACE Engineers, Inc. to extend the contract, and authorize the City Manager

to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.

[Agenda Bill - Amendment No. 6 to Contract No. 21-C2667](#)

[Attachment 1 - Amendment No. 6 to Contract No. 21-C2667](#)

- F. Approve Contract No. 23-C2923 Amendment No. 2 with Confluence Environmental Company to extend the contract, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.
[Agenda Bill - Amendment No. 2 to Contract No. 23-C2923](#)
[Attachment 1 - Amendment No. 2 to Contract No. 23-C2923](#)
- G. Authorize the City Manager to execute the Memorandum of Agreement related to Contract No. 23-C2930, between the City of Kenmore, Northshore School District, and the Center for Human Services relating to behavioral health counseling.
[Agenda Bill - Memorandum of Agreement](#)
[Attachment 1 - Contract No. 23-C2930](#)
[Attachment 2 - Memorandum of Agreement](#)
- H. Authorize the City Manager to execute Contract No. 24-C3080 with Armstrong Services for Janitorial Services at City Facilities in an amount not to exceed \$260,000.
[Agenda Bill - Contract No. 24-C3080](#)
[Attachment 1 - RFP No. 24-C3090](#)
[Attachment 2 - Draft Contract No. 24-C3080](#)
- I. Adopt Proposed Ordinance No, 24-0614, 2025-2030 Capital Improvement Program for Parks, Transportation, Surface Water Management, and Facilities. *(added 10/9)*
[Agenda Bill - Capital Improvement Program \(added 10/9\)](#)
[Attachment 1 - Proposed Ordinance No. 24-0614 \(added 10/9\)](#)
[Attachment 2 - Park Capital Improvement Program \(added 10/9\)](#)
[Attachment 3 - Park Narratives \(added 10/9\)](#)
[Attachment 4 - Transportation Capital Improvement Program \(added 10/9\)](#)
[Attachment 5 - Transportation Narratives \(added 10/9\)](#)
[Attachment 6 - Surface Water Capital Improvement Program \(added 10/9\)](#)
[Attachment 7 - SWM Narratives \(added 10/9\)](#)
[Attachment 8 - City Facilities Capital Improvement Program \(added 10/9\)](#)
[Attachment 9 - City Facilities Narratives \(added 10/9\)](#)
[Attachment 10 - REET Fund Projections \(added 10/9\)](#)
[Attachment 11 - Park Impact Fee Fund Projections \(added 10/9\)](#)
[Attachment 12 - Transportation Impact Fee Fund Projections \(added 10/9\)](#)
[Attachment 13 - King County Trail and Park Levy Projections \(added 10/9\)](#)

X. PRESENTATION

- A. New Staff Introduction - Maintenance Worker David Samolyuk, introduced by Public Works Operations Director Jennifer Gordon

XI. BUSINESS AGENDA

- A. November 5, 2024, General Election Washington State Initiative Measure No. 2066
Concerning regulating energy services, including natural gas and electrification
- Informational Presentation by Climate Action Plan Program Manager Nina Rasmussen
 - Questions and Discussion
 - **Public Comment** - Pursuant to RCW 42.17A.555(1), members of the public are afforded an approximately equal opportunity for expression of an opposing view
 - Possible adoption of Resolution No. 24-421 to include language in [support/opposition] of Washington State Initiative Measure No. 2066
- [Agenda Bill - Washington State Initiative Measure No. 2066](#)
[Attachment 1 - Initiative Measure No. 2066 Full Text](#)
[Attachment 2 - Proposed Resolution No. 24-421](#)
[Presentation - Initiative Measure No. 2066 \(added 10/11\)](#)
- B. Northshore Parks and Recreation Service Area (NPRSA) Community Center Site Selection Process Update, presented by Public Works Operations Director Jennifer Gordon, Recreation Program Supervisor Maurita Colburn, and Consultants, *for discussion*
[Agenda Bill - NPRSA Community Center Site Selection Process Status Update](#)
[Attachment 1 - NPRSA Service Area Boundary Map](#)
[Attachment 2 - NPRSA Youth Community Center 1st Survey Results](#)
- C. Budget Presentations: General Fund Revenues, City Council, City Manager's Office, City Clerk's Office, Housing & Human Services, Public Safety, Finance & Administration, Legal, Human Resources, Non-Departmental, Special Projects, and Development Services, presented by Department Heads and Staff
[Agenda Bill - Budget Presentations](#)
[Presentation - Budget Presentations \(updated 10/14\)](#)
- D. City of Kenmore 2025 State Legislative Agenda, presented by City Manager Rob Karlinsey and Gordon Thomas Honeywell State Lobbyist Shelly Helder, *for adoption*
[Agenda Bill - 2025 State Legislative Agenda \(added 10/9\)](#)
[Attachment 1 - 2025 Legislative Agenda \(added 10/9\)](#)
[Attachment 2 - 2025 Policy Statements \(added 10/9\)](#)
[Presentation - Preparing for the 2025 Legislative Session \(added 10/9\)](#)
- E. Service Level Budgeting Results, presented by Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim, *for information only*
[Agenda Bill - Service Level Budgeting \(added 10/10\)](#)

[Attachment 1 - Presentation \(added 10/10\)](#)

[Attachment 2 - Service Level Budgeting Description \(added 10/10\)](#)

[Attachment 3 - Service Level Budgeting Memo \(updated 10/14\)](#)

XII. STAFF REPORTS

- A. DEIA Event Update - Dia de los Muertos by Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim
- B. Other - City Manager Rob Karlinsey

XIII. COUNCILMEMBER REPORTS & COMMENTS

XIV. ADJOURNMENT

UPCOMING MEETINGS

- A. Monday, October 21, 2024 at 6:00 PM - City Council Special and Regular Meeting
Thursday, October 24, 2024 at 7:00 PM - City Council Special Meeting
Monday, October 28, 2024 at 7:00 PM - City Council Regular Meeting
Monday, November 11, 2024 - **HOLIDAY**
Tuesday, November 12, 2024 at 7:00 PM - City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

City of Kenmore, Washington Proclamation

WHEREAS, the Arts of Kenmore is committed to lifting the voices of emerging youth poets, written and spoken word artists, supporting career and college readiness, and engaging youth through civic and community leadership; and

WHEREAS, the Arts of Kenmore conducted a thorough adjudication under the purview of the National Scholastic Competition guidelines; and

WHEREAS, Elizabeth Wang was selected and has accepted the title of “Youth Poet Laureate” to represent the community of Kenmore, Washington, with utmost distinction to the best of her ability throughout her life; and

WHEREAS, Elizabeth will release a selection of her original works to be published by East Point West Press; and

WHEREAS, Elizabeth will create a community service project expanding the reach and platform of Youth Poet Laureate by engaging peers and audiences in the region around an issue and/or theme that holds special significance for her; and

WHEREAS, Elizabeth will promote National Poetry Month in April and participate in a variety of community and regional opportunities and platforms engaging community in accessible poetry, arts, and culture; and

WHEREAS, Elizabeth will dedicate a Year of Service to represent the Kenmore community and her peers from May 2024 through May 2025.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **October 20, 2024**, to be **Youth Poet Laureate Day** throughout the City of Kenmore and encourage our community to engage and support the Art of Poetry

IN WITNESS WHEREOF, signed this 14th day of October 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk



Voucher Certification & Approval

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City of Kenmore

DATE RANGE: 9/14/2024 through 9/27/2024

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 that 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 EFT Payments: #1695 through 1710

27,226.99

Total Checks: #55039 through 55107

811,101.02

Total Payroll EFT & Bank Drafts: Payroll/Taxes/Health Insurance/
FSA/HSA/Retirement/Life Ins.; Dated 9/20/2024

396,548.85

Rob Karlinsey
Rob Karlinsey (Oct 3, 2024 11:19 PDT)

Oct 3, 2024

City Manager / Date

Melinda Merrell
Melinda Merrell (Oct 2, 2024 18:18 PDT)

Oct 2, 2024

Finance Director / Date

Vendor Name	Payment Number	Payment Date	Description	Amount
U.S. BANK PURCHASE CARDS	1695	09/27/2024	Training, Supplies, Weather Svcs, Storage	6,073.26
U.S. BANK PURCHASE CARDS	1696	09/27/2024	Collaboration/Efficiency Consulting	2,572.50
U.S. BANK PURCHASE CARDS	1697	09/27/2024	Training, CH Phones, Tech Supplies, Zoom	4,163.74
U.S. BANK PURCHASE CARDS	1698	09/27/2024	Council Meals, Clerk Training	786.56
U.S. BANK PURCHASE CARDS	1699	09/27/2024	2024 APA WA Conference Registration	425.00
U.S. BANK PURCHASE CARDS	1700	09/27/2024	Floor Sweeper for Police Room	88.15
U.S. BANK PURCHASE CARDS	1701	09/27/2024	Travel, Wix Subc, Supplies, Logo Design	1,489.64
U.S. BANK PURCHASE CARDS	1702-1703	09/27/2024	Uniforms/Supplies/Training/Furniture/Maintenance	6,647.96
U.S. BANK PURCHASE CARDS	1704	09/27/2024	Supplies - event, office, operating; MBP PayPal fee	1,487.20
U.S. BANK PURCHASE CARDS	1705	09/27/2024	Travel, Property Abatement Fees, Supplies	1,488.30
U.S. BANK PURCHASE CARDS	1706	09/27/2024	9/7-10/6/24 Buzzsprout Podcast Host	12.00
U.S. BANK PURCHASE CARDS	1707	09/27/2024	Business Meeting, Travel	565.37
U.S. BANK PURCHASE CARDS	1708	09/27/2024	Training, FM Staff/Vol Treats, Wellness gifts	784.22
U.S. BANK PURCHASE CARDS	1709	09/27/2024	Seattle Times, Training, Supplies	510.37
U.S. BANK PURCHASE CARDS	1710	09/27/2024	Volgistics, Event Staff & Volunteer Meals/Treats	132.72
NATIONAL LIFE INSURANCE CO.	55039	09/20/2024	Life Insurance	37.50
Motorola Solutions, Inc.	55040	09/27/2024	(6) Emergency Radios	8,100.36
1 ALLIANCE GEOMATICS	55041	09/27/2024	Apr-May 2024 Consulting Services Log Boom Park	2,498.85
AABCO BARRICADE COMPANY INC.	55042	09/27/2024	8/15-16 Arrowboard Sign Rental Streets 8/16-9/15/24 VMS Rental for Farmer's Market	796.43
ACF WEST INC	55043	09/27/2024	Surface Water Supplies	1,127.62
ADVANCE TESTING & SERVICE INC	55044	09/27/2024	Hangar Backflow Repair & Retest	418.53
AMERICALL	55045	09/27/2024	Aug 2024 After Hours Call Out Service	162.66
AQUATECHNEX LLC	55046	09/27/2024	Aquatic Weed Maintenance	7,642.38
ARCADIA HOMES LLC	55047	09/27/2024	Refund for MBP Credit Card Fees Charged in Error	72.82
ARTS OF KENMORE	55048	09/27/2024	Sep 2023-Apr 2024 Consultant Hours	3,000.00
ASPECT CONSULTING LLC	55049	09/27/2024	Boyd's Dry Cleaning Consulting thru 8/25/2024	340.00
AURORA RENTS	55050	09/27/2024	Rental Equipment for Surface Water Work	640.69
BCN TELECOM, INC.	55051	09/27/2024	9/15-10/14/24 City Hall Phones	968.88

IX. A. Approve

Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Vendor Name	Payment Number	Payment Date	Description	Amount
CALPORTLAND COMPANY	55052	09/27/2024	Materials for SW W012319-Clear Vegetation	174.33
COMCAST	55053	09/27/2024	Sep 2024 City Hall & Hangar Internet	2,110.12
COMCAST BUSINESS	55054	09/27/2024	9/10-10/9/24 Tl'awh-ah-dees Park Internet	71.95
COMCAST BUSINESS	55055	09/27/2024	9/14-10/13/24 City Hall Internet & Cable	157.67
CONSOLIDATED PRESS	55056	09/27/2024	Fall 2024 Quarterly Newsletter Printing	5,772.42
DANIEL WICK	55057	09/27/2024	Full Permit Fees Refund due to admin error	157.71
DEPARTMENT OF ECOLOGY	55058	09/27/2024	2024 Contribution NPDES Monitoring Program Fees	10,561.00
EBIX, INC.	55059	09/27/2024	2025 Foundation for Wellness	131.14
FIX AUTO KENMORE	55060	09/27/2024	Window Replacement 2011 F-150 Vehicle #314	381.11
FLEMINGS HOLIDAY LIGHTING LLC	55061	09/27/2024	2024 Holiday Lighting Deposit (25%)	1,139.60
GRAINGER	55062	09/27/2024	Marking Paint, Supplies	145.40
HEIDELBERG MATERIALS	55063	09/27/2024	Asphalt for SW W013978 8218 NE Bothell Way	161.22
HILLIS CLARK MARTIN & PETERSON P.S.	55064	09/27/2024	Aug 2024 Legal Fees - Kenmore Village & Lakepointe Property	5,855.00
HONEY BUCKET	55065	09/27/2024	9/16-10/13/24 PW Yard Honey Bucket	167.75
HORIZON DISTRIBUTORS INC	55066	09/27/2024	Park Materials SR24148 Tope Dress Turf & 24146 Town Square Grass	287.98
INSLEE, BEST, DOEZIE & RYDER, P.S.	55067	09/27/2024	Jul 2024 Legal Services	29,863.99
JET CITY PRINTING	55068	09/27/2024	Kenmore windowless envelopes - shared	198.18
KENMORE HERITAGE SOCIETY	55069	09/27/2024	Kenmore Coloring Book Printing reimbursement	192.85
KINDFIRE CREATIVE	55070	09/27/2024	Professional Photography Services	2,400.00
KING COUNTY FINANCE	55071	09/27/2024	Aug 2024 King County Road Services	15,061.06
KING COUNTY FINANCE	55072	09/27/2024	Aug 2024 KC Bridge Inspection Services	3,961.93
KPFF CONSULTING ENGINEERS	55073	09/27/2024	Consulting Services through 7/26/2024	79,971.78
KPFF CONSULTING ENGINEERS	55074	9/27/2024	Void	-
LOUEDGE, INC.	55075	09/27/2024	Oktoberfest Logo Design	150.00
MINUTEMAN PRESS	55076	09/27/2024	Printing 2500 Oktoberfest Passports	2,385.76
NATIONAL BARRICADE CO., LLC	55077	09/27/2024	Arrowboard Rental for SW W013978 Bothell Way Maint	121.39
OLSON BROTHERS PRO VAC LLC	55078	09/27/2024	Catch Basin Cleaning & Vactor Truck	19,187.90
PACE ENGINEERS, INC.	55079	09/27/2024	Aug 2024 On-Call Engineering Services 21-C2667	18,483.00
PACIFIC AIR CONTROL, INC.	55080	09/27/2024	City Hall HVAC Repair Diagnosis	455.13
PARAMETRIX INC	55081	09/27/2024	Jul & Aug 2024 Engineering Consulting	67,583.99
PATRICK O'BRIEN	55082	09/27/2024	Refund of Land Use Fees due to error	134.40
PAWS	55083	09/27/2024	Aug 2024 Animal Sheltering Services	229.00
PREMIER MEDIA GROUP	55084	09/27/2024	Oktoberfest Event Advertising	500.00
PUGET SOUND ENERGY	55085	09/27/2024	City Gas & Electric 8/14-9/13/24 (Parks, Irrigation, Signals, Art, Streetlights, CityHall, Radar)	26,506.31
PUGET SOUND ENERGY	55086	09/27/2024	Jul 23-Jun 24 Utility Tax Overpayment Refund	340,997.74
PUGET SOUND REGIONAL COUNCIL	55087	09/27/2024	2025 Membership Dues	10,159.00
REGIONAL CRISIS RESPONSE AGENCY	55088	09/27/2024	2024 Q3 & Q4 Payments 23-C2903	76,919.50
SAGACITY MEDIA, INC.	55089	09/27/2024	Oktoberfest Advertising in SeattleMet	350.00
SCORE	55090	09/27/2024	Aug 2024 Jail Services	22,580.12
SENTINEL OFFENDER SERVICES, LLC	55091	09/27/2024	Jul & Aug 2024 Electronic Home Monitoring Services	187.00
SIGN CONNEXION LLC	55092	09/27/2024	Banners for Oktoberfest Event	656.41
SMS CLEANING, INC.	55093	09/27/2024	City Hall, Hangar, & PW Office Janitorial Services	6,495.00
SNOHOMISH COUNTY	55094	09/27/2024	Jul & Aug 2024 Drainage Maintenance Disposal	12,082.00
STAPLES	55095	09/27/2024	Parks Maintenance Supplies	775.68
STAPLES	55096	09/27/2024	City Hall Maintenance Supplies	162.95
STATE AUDITOR'S OFFICE	55097	09/27/2024	2023 Audit Services	1,112.80
SWANK MOTION PICTURES, INC.	55098	09/27/2024	Licensing to show DVD at DEIA/Day of Dead Event	320.00
THE ORIGINAL POOP BAGS	55099	09/27/2024	Dog Poop Bag Refills for Parks	1,419.89
TOTAL LANDSCAPE CORP	55100	09/27/2024	Aug & Sep 2024 City Hall & Parks Landscape Services	9,552.79
TRUE NORTH EQUIPMENT INC	55101	09/27/2024	Camera Replacement Parts	145.39
ULINE	55102	09/27/2024	Storage Supplies for Events Closet	2,509.21

IX. A. Approve

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Vendor Name	Payment Number	Payment Date	Description	Amount
WA STATE DEPT OF ENTERPRISE SVCS	55103	09/27/2024	Franklin Covey Tech Tools/Content Subscription	212.69
WESTLAKE HARDWARE WA-153	55104	09/27/2024	Cust. #525009 Tools/Supplies/Materials	335.21
WM CORPORATE SERVICES INC.	55105	09/27/2024	9/11/24 Sweeper Dump Fees	2,952.93
ZESBAUGH, INC.	55106	09/27/2024	City Hall Door Repair	506.92
WAPRO	55107	09/27/2024	Fall 2024 WAPRO Conference Registration - T McAllister	200.00
MISSION SQUARE / 109964	DFT0002240-2243	09/20/2024	City of Kenmore 401a & 401a Loans	28,247.45
MISSION SQUARE 457 / 304745	DFT0002244-2247	09/20/2024	Mission Square 457 Deferred Comp	10,135.50
DRS 457	DFT0002248-2249	09/20/2024	DRS 457 Deferred Comp	766.50
AFLAC	DFT0002250-2251	09/20/2024	Employee Medical/Disability Plans	155.74
AWC EMPLOYEE BENEFIT TRUST	DFT0002252-2256	09/20/2024	Employee Health Insurance	93,822.33
AVIDIA HEALTH	DFT0002257	09/20/2024	Employee Health Savings Contribution	348.08
LINCOLN NATIONAL LIFE INSURANCE	DFT0002258-2259	09/20/2024	Life Ins/ADD & LTD	2,284.01
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0002260-2266	09/20/2024	Public Employees Retirement	38,397.66
AWC EMPLOYEE BENEFIT TRUST	DFT0002267-2268	09/20/2024	Employee Health Insurance	967.08
NAVIA	DFT0002269	09/20/2024	Employee Flexible Spending Account	1,056.84
BANK OF AMERICA 941	DFT0002270	09/20/2024	Federal Taxes	32,800.56
PAYROLL	Electronic Deposit	9/6/2024	Direct Deposit	187,567.10
TOTAL				1,234,876.86

IX. A. Approve
Total Check #s 55039 through 55107 totaling \$811,101.02, ...



Vendor Purchasing Report

For Date Range 01/01/2024 - 09/27/2024

City of Kenmore

<u>Name</u>	<u>Amount</u>	<u>Name</u>	<u>Amount</u>
1 ALLIANCE GEOMATICS	23,103.48	AVIDIA HEALTH	6,613.52
58 STARS TRAVEL	2,088.36	AWC EMPLOYEE BENEFIT TRUST/VIMLY	911,837.82
A & A LIMOUSINE & BUS SERVICE	6,263.00	BANK OF AMERICA 941	620,853.85
AABCO BARRICADE COMPANY INC.	9,957.90	BASTYR UNIVERSITY	250.00
AARTI TANNA	150.00	BCN TELECOM, INC.	8,127.56
ABS VALUATION	2,000.00	BERGER PARTNERSHIP	3,498.75
ACF WEST INC	2,724.90	BIZDIVERSITY	1,750.00
ADVANCE TESTING & SERVICE INC	2,835.08	BOAZ COFFEE	27.00
AFLAC	1,561.56	BOTHELL KENMORE CHAMBER OF COMMERCE	2,100.00
AGORA REFRESHMENTS	1,707.11	BRASS MONKEY INVESTMENTS LLC	7,554.90
ALL AROUND FENCE COMPANY	24,715.12	BRIGHT SPARK EARLY LEARNING SERVICES	900.00
ALPHAGRAPHICS	1,204.46	BROTHER'S FARMS	461.00
ALWAYS ACTIVE SERVICES LLC	664,542.33	BROWNE AND TOASTED	30.00
ALYSSA MONTGOMERY	150.00	BRYAN HAMPSON	165.00
ALYSSA RUSSELL	150.00	BUD CLARY FORD OF MOSES LAKE	54,007.70
AM TEST, INC	4,840.00	BUILDERS EXCHANGE OF WASHINGTON INC	75.10
AMADOR FARMS	262.00	BULGER SAFE & LOCK, INC.	109.25
AMBER CLIFTON	2,260.36	C R COLLINS CONSTRUCTION INC	110.40
AMERICALL	1,643.35	CALICO COOKIES - ERIN CALI	103.00
AMERICAN GENERAL LIFE GPO/400S	1,982.97	CALPORTLAND COMPANY	7,226.73
AMERICAN SOCIETY OF COMPOSERS	500.00	CAMP UNITED WE STAND	1,125.60
AMERICAN TRAFFIC SOLUTIONS INC	127,500.00	CANON FINANCIAL SERVICES, INC.	2,129.84
AMY LINDBLOM	150.00	CAPITAL ONE TRADE CREDIT/MCLENDON	401.08
AMY ZIER	137.60	CASCADE PEST CONTROL	1,507.05
ANCHOR QEA, LLC	4,385.25	CASCADIA COLLEGE	30,000.00
ANDRES TORRES	249.90	CASCADIA LAW GROUP	3,093.75
ANDREY GOLUBOVICH	6,481.96	CEDAR GROVE COMPOSTING, INC.	64.74
ANNA ARNOTT	215.06	CENTER FOR HUMAN SERVICES	82,241.55
ANNIE FOSTER	3,000.00	CENTRICITY GIS, LLC	14,500.00
ANSER ADVISORY CONSULTING, LLC	16,500.00	CHANIN KELLY-RAE CONSULTING LLC	650.00
APPLIED CONCEPTS, INC.	1,845.85	CHASE WALKER	492.19
AQUATECHNEX LLC	20,756.18	CHICAGO TITLE	16.56
ARCADIA HOMES LLC	72.82	CITY OF BELLEVUE	57,861.94
ARCHIVESOCIAL, INC.	4,845.93	CITY OF KENMORE	2,553.80
ARTS OF KENMORE	6,331.10	CITY OF KENT	575.00
ASHWINI HOSADEVARAHADLU	250.00	CITY OF LAKE FOREST PARK	56,187.00
SHIVANANDA		CITYWORKS/AZTECA SYSTEMS LLC	43,832.13
ASPECT CONSULTING LLC	3,122.50	CODE PUBLISHING COMPANY	8,771.20
ASSOCIATION OF WA CITIES	30,600.15	COMCAST	18,976.06
AURORA RENTS	6,184.56		

IX. A. Approve

Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Name	Amount	Name	Amount
COMCAST BUSINESS	2,106.52	FOURTEN CREATIVE	7,945.58
CONFLUENCE ENVIRONMENTAL CO.	32,616.19	FRANKLIN COVEY	26.00
CONSOLIDATED PRESS	19,239.49	FUELCARE	7,643.05
CORE DESIGN, INC.	5,164.86	GAMETIME	84.46
COSTCO	60.00	GARY ULRICH	40.00
COTTAGE COMMUNITY BAKERY	219.00	GAYLYNN BRIEN	420.00
CRAIG OLSON	248.00	GCP WW HOLDCO, LLC	7,123.80
CUBBYHOLE CREATIVE LTD	3,000.00	GOAT AND SEED	374.00
D.P. NICOLI, INC.	469.37	GOOD, MICHAEL J.	300.00
DAHLIA CORONA	445.07	GORDON THOMAS HONEYWELL	36,120.00
DAILY JOURNAL OF COMMERCE	4,587.65	GRAINGER	340.31
DALE KRUEGER	208.65	GRAND EVENT RENTALS	13,131.88
DAMODAR NAGANDLA	4,328.91	GRANICUS	6,825.01
DANIEL WICK	157.71	GSC PRODUCTION	600.00
DANSOUND INC	7,766.00	H.D. FOWLER COMPANY	8,173.27
DAVID ARTHUR	1,213.03	HAGGARD & GANSON LLP	3,857.00
DAVID BAKER	240.39	HAYTON FARMS	40.00
DEPARTMENT OF COMMERCE	105,918.27	HDR ENGINEERING, INC	47,990.63
DEPARTMENT OF ECOLOGY	11,061.00	HEALTH MANAGEMENT ASSOCIATES INC	36,928.75
DEPARTMENT OF L&I	41,006.20	HEIDELBERG MATERIALS	1,769.43
DRS	738,987.04	HERRERA ENVIRONMENTAL CONSULTANTS	16,348.54
DEPT. OF L&I - BOILER SECTION	82.40	HESTON PHOTOGRAPHY	1,644.15
DEVON LEGER	4,500.00	HIGHWIRE	3,317.85
DICK'S TOWING	1,160.25	HILLIS CLARK MARTIN & PETERSON P.S.	40,923.00
DILIGENT CORPORATION	18,834.13	HOLMBERG COMPANY	1,678.63
DRS 457	22,659.00	HOME DEPOT CREDIT SERVICES	5,040.63
DTG RECYCLE	6,945.97	HONEY BUCKET	5,794.50
E SQUARED SYSTEMS, LLC	1,159.74	HORIZON DISTRIBUTORS INC	12,342.71
EBIX, INC.	164.20	HP'S SMOKEHOUSE BBQ	330.00
ELECTRONIC BUSINESS MACHINES	1,998.79	HRA VEBA TRUST	48,892.06
ELIAS M. KAUHANE	1,700.00	HULA O LEHUALANI	900.00
EMC RESEARCH, INC.	71,000.00	HUNTINGTON TECHNOLOGY FINANCE	45,235.36
ENVIRONMENTAL SYSTEMS RESEARCH	15,320.10	HYDROPOINT DATA SYSTEMS, INC.	3,922.93
ENVIROTECH	10,041.75	ICICLE VILLAGE RESORT	8,138.12
ESD - LTC	13,194.33	ICLEI	1,200.00
ESD - PFML	24,264.01	ICMA INTERNATIONAL CITY/CNTY MGMT ASSOC	1,200.00
EVERMARK, LLC	2,559.98	INSIDESOURCE	2,470.64
FARM FRESH NW	148.00	INSLEE, BEST, DOEZIE & RYDER, P.S.	275,546.01
FAST WATER HEATER	187.10	INTERNATIONAL INST OF MUNI CLERKS	375.00
FASTSIGNS	3,915.35	iWORQ SYSTEMS	2,800.00
FERGUSON WATERWORKS #3156	6,715.40	J&E PRODUCE	23.00
FIRE PROTECTION, INC	3,970.65	JADA THOMPSON	156.00
FIRESTONE INVESTMENT LLC	87,576.20	JAMIE MCKEOGH	2,500.00
FIX AUTO KENMORE	3,222.02	JASON CHURCH	7,500.00
FLEMINGS HOLIDAY LIGHTING LLC	3,386.77	JASON RICHARD SPERLING	430.00
FLYNN BEC LP	13,536.97	JAYMARC AV	2,016.66
FLYWAY RETAIL + LIVING	4,945.64	JENNIFER LEIGH DIXON	3,520.00

IX. A. Approve
Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Name	Amount	Name	Amount
JENNIFER SPELHAUG	1,043.12	METROPOLITAN TRANSPORTATION COMM/STREETSAVER	2,000.00
JENSEN TOFFEE	22.00	MICHELLE KANG	415.39
JERRY OWEN	27,732.40	MICHELLE SHAW	150.00
JET CITY PRINTING	1,980.53	MINUTEMAN PRESS	36,589.44
JIM DANDY SEWER & PLUMBING	462.42	MISSION SQUARE / 109964	546,913.05
JOHN BAYS	7,500.00	MISSION SQUARE 457 / 304745	129,899.03
JOHN VICENTE	591.28	MKS PROPERTIES	20,137.00
JOHNSON'S JUNK REMOVAL LLC	19,381.18	MOJO STRATEGIES	5,870.00
JONES BOYS MAINTENANCE CO. INC.	1,414.79	MORGAN SOUND INC	4,443.21
JORDAN STECKS	150.00	MORGAN STANLEY GLOBAL BANKING OPERATIONS	9,166.66
JURASSIC PARLIAMENT	1,899.64	Motorola Solutions, Inc.	9,695.70
KARI HATCHER	150.00	MOTT MACDONALD	20,222.30
KARIM KARMALI	79.92	MR. T'S TROPHIES & AWARDS LLC	28.52
KBA INC.	11,774.27	MSR BEACHWOOD 2 LLC	7,906.55
KCDA PURCHASING COOP	6,834.60	MSR KENMORE CREEK HOMES	7,766.81
KDJ'S THE BAKERIE	31.00	MUNIMANAGE, LLC	10,750.00
KENMORE COMMUNITY CLUB	530.00	NAC INC	44,515.00
KENMORE ELEMENTARY PTA	3,750.00	NAMI EASTSIDE	5,625.00
KENMORE HERITAGE SOCIETY	5,585.85	NARWHAL MET, LLC	2,975.00
KENMORE MIDDLE SCHOOL	5,000.00	NATIONAL BARRICADE CO., LLC	7,408.01
KENMORE SENIOR CENTER	23,437.50	NATIONAL LIFE INSURANCE CO.	770.16
KERRY KAESTNER	150.00	NAVIA	40,840.67
KIMLEY HORN AND ASSOCIATES, INC.	42,144.36	NELSON ELECTRIC, INC.	8,301.57
KINDFIRE CREATIVE	2,400.00	NELSON TRUCK EQUIPMENT CO	9,779.98
KING COUNTY BAR ASSOCIATION	600.00	NIGEL HERBIG	1,274.71
KING COUNTY FINANCE	182,878.86	NIKHIL PATNE	250.00
KING COUNTY RECORDER'S OFFICE	541.50	NINA RASMUSSEN	977.74
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00	NORTH AMERICAN SAFETY, INC.	2,300.50
KING COUNTY SHERIFF	3,054,761.65	NORTHSHORE PARK & REC SERVICE AREA	5,440.00
KING COUNTY TREASURY	103,652.68	NORTHSHORE SCHOOL DISTRICT	352,777.50
KOMPAN, INC	4,238.63	NORTHSHORE SCHOOLS FOUNDATION	2,250.00
KPFF CONSULTING ENGINEERS	395,912.42	NORTHSHORE SENIOR CENTER	12,187.50
LAKE CITY PARTNERS ENDING HOMELESSNESS	17,000.00	NORTHSHORE UTILITY DIST	119,771.63
LAKESIDE INDUSTRIES	1,248.57	NORTHSHORE YOUTH SOCCER ASSOC.	55.00
LANGTON SPIETH, LLC	20,000.00	NORTHWEST ARBORICULTURE LLC	17,682.93
LEIGH ANNE MALAVOTTE	156.00	NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	700.00
LIGHTHOUSE CONSULTING INC	119,006.48	NORTHWEST TROPHY	1,670.40
LINCOLN NATIONAL LIFE INSURANCE	20,805.03	NUHSA	1,000.00
LINKEDIN CORP.	5,730.00	OFFICE DEPOT	4,684.17
LITTLE JACK FLOWER FARM	235.00	OFFICE OF MINORITY & WOMEN'S BUSINESS ENTERPRISES	2,395.47
LOUDEDGE, INC.	1,150.00	OLBRECHTS & ASSOCIATES, PLLC	11,718.50
LUPITA ZAMORA CONSULTING LLC	1,200.00	OLSON BROTHERS PRO VAC LLC	99,192.69
MARINE FLOATS CORPORATION	4,657.77	OLYMPIC ENVIRONMENTAL RESOURCES	29,249.10
MARY MILLER STEPHENS	10,000.00	OLYMPIC NURSERY INC	1,250.10
McGRATH HUMAN RESOURCES GROUP	5,000.00	ONE DIVERSIFIED	25,701.34
MELANIE O'CAIN	453.50	ONTRA MARKETING GROUP	150.00
MELINDA MERRELL	971.69	O'REILLY/FIRST CALL	370.31

IX. A. Approve
Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Name	Amount	Name	Amount
OSBORN CONSULTING INC.	356,167.71	SEATTLE PUMP & EQUIPMENT CO./ JETTERS NORTHWEST	241.29
OUR FAMILY FARM	342.00	SEATTLE TIMES	11,230.30
OUTCOMES BY LEVY, LLC	13,050.00	SEATTLE'S CHILD	700.00
PACE ENGINEERS, INC.	228,070.75	SECURITY SOLUTIONS NW	27,266.00
PACIFIC AIR CONTROL, INC.	17,565.99	SENTINEL OFFENDER SERVICES, LLC	819.50
PACIFIC TOPSOILS	9,725.35	SENZA KENMORE LLC / GOLDSMITH	7,500.00
PACIFICA LAW GROUP LLP	1,716.00	SESAC	581.00
PAO DE QUEIJO	32.00	SHANNON & WILSON, INC.	2,162.50
PARAMETRIX INC	75,214.44	SHANNON TIPPLE-LEEN	173.45
PATRICK O'BRIEN	134.40	SHERWIN WILLIAMS CO.	820.12
PAWS	4,122.00	SHI INTERNATIONAL CORP.	284.67
PENDLETON CONSULTING LLC	10,701.90	SHORELINE FIRE DEPT	1,400.00
PERFORMANCE SYSTEMS INTEGRATION LLC	390.12	SHRED IT, C/O STERICYCLE, INC>	1,008.00
PETROCARD, INC	3,942.42	SIGN CONNEXTION LLC	656.41
PETTY CASH CUSTODIAN	472.08	SISKUN POWER EQUIPMENT	11,623.98
PLYWOOD SUPPLY	1,298.96	SIU SONG	144.80
POLCO	9,000.00	SKYCORP, LTD	43,074.87
PREMIER MEDIA GROUP	1,990.00	SLABJACK NW, LLC	5,031.57
PROGENGO LLC	128.76	SMS CLEANING, INC.	58,455.00
PSR MECHANICAL, LLC	2,250.82	SNO KING WATERSHED COUNCIL	150.00
PUGET SOUND CLEAN AIR AGENCY	23,536.00	SNOHOMISH COUNTY	22,448.00
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	1,209.60	SOFTWAREONE, INC.	21,668.07
PUGET SOUND ENERGY	635,481.27	SOMERSAULT WELLNESS LLC	1,200.00
PUGET SOUND PLANTS	2,705.40	SOUND SAFETY PRODUCTS CO.	763.69
PUGET SOUND REGIONAL COUNCIL	10,159.00	SOVA CONSULTING	7,500.00
QUADIENT LEASING USA, INC.	1,936.72	SPECIALTY DOOR SERVICE, INC.	4,460.61
QUALITY BUSINESS SYSTEMS / WELLS FARGO	58.83	ST OF WA DEPT OF FISH & WILDLIFE	40.00
QUINN PROFFITT	612.20	STAPLES	16,069.43
RAJESH MASKARA	250.00	STATE AUDITOR'S OFFICE	45,500.69
REGIONAL ANIMAL SERVICES OF KC	865.00	STATE OF WA DEPT. OF LICENSING	1.64
REGIONAL CRISIS RESPONSE AGENCY	115,379.25	STEPHAN GMUR	1,775.72
REPUBLIC SERVICES #172	15,204.90	STEPHANIE LUCASH	1,092.00
RICH HARTMAN'S BELLINGHAM FORD LINCOLN	53,089.00	STEWART MACNICHOLS HARMELL, INC.	45,000.00
ROB KARLINSEY	500.00	STOWE DEVELOPMENT & STRATEGIES LLC	10,200.00
RRJ COMPANY, LLC	342,068.79	STRATEGIES 360, INC.	18,416.67
SAGACITY MEDIA, INC.	2,510.00	STRIDER CONSTRUCTION CO., INC.	57,430.84
SAMANTHA LOYUK	146.06	SUMMIT LAW GROUP PLLC	1,500.00
SANDHYA MANICKAVASAGAM	150.00	SUNBELT RENTALS	3,012.67
SARABJIT MANN	7,500.00	SUNRISE LOCAL BERRIES FARM, LLC	222.00
SARAH ROBERTS	40,262.41	SUPERION, LLC	29,098.99
SCENIC 365 LLC	1,295.00	SURYA SKJONSBY	514.93
SCHEMATA WORKSHOP INC.	243.00	SWANK MOTION PICTURES, INC.	1,395.00
SCHINDLER ELEVATOR CORPORATION	4,207.16	T MOBILE USA, INC.	13,638.11
SCORE	113,059.05	TAMBI CORK	243.89
SEATOWN SWEETS	50.00	TAME THE JUNGLE, LLC	3,279.00
SEATTLE & KING COUNTY PUBLIC HEALTH	1,026.00	TASTAD CONSTRUCTION INC	171,479.13
SEATTLE OUT & PROUD FOUNDATION	2,250.00	THE LODGE AT ST. EDWARD PARK	895.56

IX. A. Approve
Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Name	Amount	Name	Amount
THE ORIGINAL POOP BAGS	1,419.89	WA RECREATION & PARK ASSOC.	605.00
THOMCO CONSTRUCTION, INC.	18,882.49	WA STATE DEPARTMENT OF AGRICULTURE	75.00
TILCO VANGUARD INC.	10,534.98	WA STATE DEPT OF ENTERPRISE SVCS	4,329.69
TIM STROUSE	250.00	WA STATE DEPT OF LABOR & INDUSTRIES	284.30
TOASTMASTERS INTERNATIONAL	250.00	WA STATE DEPT OF TRANSPORTATION	7,754.74
TOBIN BENNETT GOLD	711.40	WA STATE DEPT OF TRANSPORTATION	86.34
TOTAL LANDSCAPE CORP	81,254.20	WAGNER ARCHITECTS	113,547.00
TRUE NORTH EQUIPMENT INC	314.35	WAPRO	200.00
TRUGREEN	1,424.44	WASHINGTON AUDIOLOGY SERVICES, INC.	1,114.10
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	1,704.47	WASHINGTON CITY/COUNTY MGMT ASSOC	860.00
TYLER TECHNOLOGIES, INC.	22,850.12	WASHINGTON FEDERAL BANK	2,732.20
U.S. BANK N.A. / CUSTODY	416.00	WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
U.S. BANK PURCHASE CARDS	257,805.40	WASHINGTON STATE FARMERS MARKET ASSOCIATION	350.00
ULINE	9,232.11	WASHINGTON STATE OFFICE CASH MGMT	783.50
UNITED RENTALS NW, INC	2,774.17	WESTERN DISPLAY FIREWORKS, LTD.	15,000.00
UPS STORE KENMORE	692.71	WESTERN ENTRANCE TECHNOLOGY, LLC	1,542.80
URBAN LAND INSTITUTE	25,000.00	WESTLAKE HARDWARE WA-153	2,970.32
US POSTAL SERVICE	9,484.52	WM CORPORATE SERVICES INC.	24,474.43
USPS-POC c/o CITIBANK	3,996.75	WONDERLAND CHILD & FAMILY SERVICES	1,500.00
UTILITIES UNDERGROUND LOCATION CTR	1,250.04	WORKPLACE RESOLUTIONS, LLC	800.00
VALLEY, CHRIS & BETH	2,464.75	XEROX CORPORATION	5,097.98
VERIZON WIRELESS	576.44	YANGFENG YU	150.00
VIDIT JAIN	150.00	YOUNGMIN KIM	150.00
VIJAYARAGHAVAN MAKKAKODE	250.00	YOURMEMBERSHIP.COM, INC	249.00
WA CITIES INSURANCE AUTHORITY	795,456.00	ZEN DEVELOPMENT, LLC	11,266.50
WA FINANCE OFFICERS ASSOCIATION	225.00	ZESBAUGH, INC.	506.92
		ZIPLY FIBER	6,671.52
		ZONAR SYSTEMS	544.07
		ZUMAR	1,989.99

IX. A. Approve
Total Check #s 55039 through 55107 totaling \$811,101.02, ...

Name Amount

Name Amount



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendment of Contract No. 10-C873 with Progressive Animal Welfare Society (PAWS) to extend the contract (renewal). Proposed Council Action/Motion: Approve Contract No. 10-C873, Amendment No. 7, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.	For Council Meeting Agenda of: <u>10/14/2024</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Development Services Director</u> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/26/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 9/30/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/26/24</u></td></tr></tbody></table> Exhibits/Attachments: 1. Contract No. 10-C873 Amendment No. 7		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/26/24</u>	Approved by City Attorney:	<u>DR 9/30/24</u>	Approved by Finance Director:	<u>MM 9/30/24</u>	Approved by City Manager:	<u>RK 9/26/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/26/24</u>										
Approved by City Attorney:	<u>DR 9/30/24</u>										
Approved by Finance Director:	<u>MM 9/30/24</u>										
Approved by City Manager:	<u>RK 9/26/24</u>										
Summary: The agreement needs to be amended to extend the contract (renewal).											
Information/Background: The City and Contractor entered into an agreement on June 29, 2010 for the purpose of providing animal sheltering services for the City of Kenmore. The proposed amendment extends the contract through December 31, 2025.											
Fiscal Consideration: Animal sheltering services are budgeted for as part of the Development Services department budget.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 2025-2026 Preamble: The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances. In addition, achieving the City's 20-year vision as described in the Comprehensive Plan is of high importance.											

CITY OF KENMORE CONTRACT NO. 10-C873
AMENDMENT NO. 7
PAWS Contract

This Amendment No. 7 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Progressive Animal Welfare Society (PAWS) (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on June 29, 2010, for the purpose of providing animal shelter services for the City of Kenmore (“Agreement”).
- B. The Agreement needs to be amended to extend (renew) the contract.
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2024 and ending, December 31, 2025, with an option to renew annually at the City’s discretion, 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.

- 2. **Amendment.** Section 17 of the Agreement is hereby amended to read as follows:

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

Samantha Loyuk, Development Services Director
City of Kenmore
18120 68th Avenue NE
Kenmore, WA 98028-0607

- 3. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

5. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this 14th day of October, 2024.

CONSULTANT: PAWS

CITY OF KENMORE:

BY: _____

BY: _____

Name: Jennifer Convy

Name: Rob Karlinsey

Title Senior Director

Title: City Manager

Address: 15305 44th Ave W
Lynnwood, WA 98087

APPROVED AS TO FORM:

Dawn Reitan 9/30/24

Phone: 425-412-4031

Kenmore City Attorneys' Office

Email: jconvy@paws.org



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendment of Contract No. 19-C2122 with Shannon & Wilson, Inc., to extend the contract (renewal). Proposed Council Action/Motion: Approve Contract No. 19-C2122, Amendment No. 4, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.	For Council Meeting Agenda of: <u>10/14/2024</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Development Services Director</u> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/26/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 9/30/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/26/24</u></td></tr></tbody></table> Exhibits/Attachments: 1. Contract No. 19-C2122, Amendment No. 4		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/26/24</u>	Approved by City Attorney:	<u>DR 9/30/24</u>	Approved by Finance Director:	<u>MM 9/30/24</u>	Approved by City Manager:	<u>RK 9/26/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/26/24</u>										
Approved by City Attorney:	<u>DR 9/30/24</u>										
Approved by Finance Director:	<u>MM 9/30/24</u>										
Approved by City Manager:	<u>RK 9/26/24</u>										
Summary: The agreement needs to be amended to extend the contract (renewal).											
Information/Background: The City and Contractor entered into an agreement on December 17, 2019, for the purpose of providing on-call geotechnical services related to development. The proposed amendment extends the contract through December 31, 2025.											
Fiscal Consideration: Consulting services are budgeted for and used on an as-needed basis as part of the Development Services department budget.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 2025-2026 Priority #1: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation. 2025-2026 Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.											

**CITY OF KENMORE CONTRACT NO. 19-C2122
AMENDMENT NO. 4**

Shannon & Wilson, Inc., Contract

This Amendment No. 4 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Shannon & Wilson, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on December 17, 2019, for the purpose of providing on-call geotechnical services related to development or any other air quality service requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending, December 31, 2025, 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.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other

Amendment No. 4 to Agreement between City of Kenmore and Shannon & Wilson, Inc.
Contract No. 19-C2122

Page 1

Updated 1/2022 IBDR

provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of January 1, 2025.

DATED this 14th day of October, 2024.

CONSULTANT: Shannon & Wilson, Inc.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Mike Harney

Name: Rob Karlinsey

Title Vice President

Title: City Manager

Address: 400 N 34th Street Suite 100

Seattle, WA 98103

APPROVED AS TO FORM:

Dawn Reitan 9/30/24

Phone: 206-632-8020

Kenmore City Attorneys' Office



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendment of Contract No. 20-C2229 with Cascadia Law Group, PLLC, to extend the contract (renewal). Proposed Council Action/Motion: Approve Contract No. 20-C2229, Amendment No. 4, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.	For Council Meeting Agenda of: <u>10/14/2024</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Development Services Director</u> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/26/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 9/30/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/26/24</u></td></tr></tbody></table> Exhibits/Attachments: 1. Contract No. 20-C2229, Amendment No. 4		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/26/24</u>	Approved by City Attorney:	<u>DR 9/30/24</u>	Approved by Finance Director:	<u>MM 9/30/24</u>	Approved by City Manager:	<u>RK 9/26/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/26/24</u>										
Approved by City Attorney:	<u>DR 9/30/24</u>										
Approved by Finance Director:	<u>MM 9/30/24</u>										
Approved by City Manager:	<u>RK 9/26/24</u>										
Summary: The agreement needs to be amended to renew the contract.											
Information/Background: The City and Contractor entered into an agreement on December 4, 2020, for the purpose of providing on-call services for air quality issues related to Cadman Asphalt (DBA Heidelberg Materials) and the Puget Sound Clean Air Agency (PSCAA) or any other air quality service requested by the City. The proposed amendment extends the contract through December 31, 2026.											
Fiscal Consideration: Consulting services are budgeted for and used on an as-needed basis as part of the Development Services department budget.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 2025-2026 Priority #1: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.											

CITY OF KENMORE CONTRACT NO. 20-C2229
AMENDMENT NO. 4
Cascadia Law Group, PLLC., Contract

This Amendment No. 4 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Cascadia Law Group, PLLC., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follow:

RECITALS:

- A. The City and Contractor entered into an agreement on December 4, 2020, for the purpose of providing on-call services for air quality issues related to Cadman Asphalt (DBA Heidelberg Materials) and the Puget Sound Clean Air Agency (PSCAA) or any other air quality service requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

AMENDMENT TO THE AGREEMENT:

- 1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending, December 31, 2026, 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.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments

Amendment No. 4 to Agreement between City of Kenmore and Cascadia Law Group, PLLC.
Contract No. 20-C2229
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conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective Date.** This Amendment shall be effective as of January 1, 2025.

DATED this 14th day of October, 2024.

CONSULTANT: Cascadia Law Group, PLLC.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Josh M. Lipsky

Name: Rob Karlinsey

Title Managing Partner

Title: City Manager

Address: Cascadia Law Group PLLC.

1201 Third Avenue, Suite 320

Seattle, WA 98101

Phone: (206) 292-6300

APPROVED AS TO FORM:

Dawn Reitan 9/30/24

Kenmore City Attorneys' Office

Amendment No. 4 to Agreement between City of Kenmore and Cascadia Law Group, PLLC.

Contract No. 20-C2229

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City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendment of Contract No. 21-C2667 with PACE Engineers, Inc. to extend the contract (renewal). Proposed Council Action/Motion: Approve Contract No. 21-C2667, Amendment No. 6, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.	For Council Meeting Agenda of: <u>10/14/2024</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Development Services Director</u> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/26/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 9/30/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/26/24</u></td></tr></tbody></table> Exhibits/Attachments: 1. Contract No. 21-C2667, Amendment No. 6		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/26/24</u>	Approved by City Attorney:	<u>DR 9/30/24</u>	Approved by Finance Director:	<u>MM 9/30/24</u>	Approved by City Manager:	<u>RK 9/26/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/26/24</u>										
Approved by City Attorney:	<u>DR 9/30/24</u>										
Approved by Finance Director:	<u>MM 9/30/24</u>										
Approved by City Manager:	<u>RK 9/26/24</u>										
Summary: The agreement needs to be amended to extend the contract (renewal).											
Information/Background: The City and Contractor entered into an agreement on February 4, 2021. The City of Kenmore Development Services Department ("City") contracts with PACE Engineering, Inc. ("PACE") for planning and engineering support services on an as-needed basis. Services include review of engineering permits, land use applications, final plat language/survey requirements, and other activities associated with the review, approval, and inspection of development projects within the city. The proposed amendment extends the contract through December 31, 2025.											
Fiscal Consideration: Consulting services are budgeted for and used on an as-needed basis as part of the Development Services department budget.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 2025-2026 Priority #1: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation. 2025-2026 Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness. 2025-2026 Priority #5: Enhance multimodal transportation, including pedestrian and bicycle safety.											

CITY OF KENMORE CONTRACT NO. 21-C2667
AMENDMENT NO. 6
PACE Engineers, Inc., Contract

This Amendment No. 6 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and PACE Engineers, Inc., a Washington corporation (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on February 4, 2021, for the purpose of providing on-call services related to development review, inspections and planning support services or any other engineering/planning services requested by the City (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending, December 31, 2025, 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.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other

provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of January 1, 2025.

DATED this 14th day of October, 2024.

CONSULTANT: PACE, Engineers, Inc.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Kenneth H. Nilsen

Name: Rob Karlinsey

Title Executive Vice President

Title: City Manager

Address: PACE Engineers, Inc.
11255 Kirkland Way, Suite
300

APPROVED AS TO FORM:

Kirkland, WA 98033

Dawn Reitan 9/30/24

Phone: (425) 827-2014

Kenmore City Attorneys' Office



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendment of Contract No. 23-C2923 with Confluence Environmental Company, to extend the contract (renewal). Proposed Council Action/Motion: Approve Contract No. 23-C2923, Amendment No. 2, and authorize the City Manager to execute substantially and materially in the form attached to the October 14, 2024 agenda bill.	For Council Meeting Agenda of: <u>10/14/2024</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Development Services Director</u> <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/26/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 9/30/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 9/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 9/26/24</u></td></tr></tbody></table> Exhibits/Attachments: 1. Contract No. 23-C2923, Amendment No. 2		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/26/24</u>	Approved by City Attorney:	<u>DR 9/30/24</u>	Approved by Finance Director:	<u>MM 9/30/24</u>	Approved by City Manager:	<u>RK 9/26/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/26/24</u>										
Approved by City Attorney:	<u>DR 9/30/24</u>										
Approved by Finance Director:	<u>MM 9/30/24</u>										
Approved by City Manager:	<u>RK 9/26/24</u>										
Summary: The agreement needs to be amended to extend the contract (renewal).											
Information/Background: The City and Contractor entered into an agreement on 5/1/2023 for the purpose of environmental consulting services (e.g., wetland biologist reviews and site visits). The proposed amendment extends the contract through December 31, 2025.											
Fiscal Consideration: Consulting services are budgeted for and used on an as-needed basis as part of the Development Services department budget.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 2025-2026 Priority #1: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation. 2025-2026 Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.											

**CITY OF KENMORE CONTRACT NO. 23-C2923
AMENDMENT NO. 2
CONFLUENCE ENVIRONMENTAL CONSULTANT SERVICES**

This Amendment No. 2 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Confluence Environmental Company (“Consultant”). City and Consultant are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on 5/1/2023 for the purpose of environmental consulting services (“Agreement”).
- B. The Agreement needs to be amended extend the contract (renewal).
- C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending, December 31, 2025, 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.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of January 1, 2025.

DATED this 14th day of October, 2024.

CONSULTANT: Confluence Environmental Co.

CITY OF KENMORE:

BY: _____

BY: _____

Name: Chris Cziesla

Name: Rob Karlinsey

Title: CEO

Title: City Manager

Address: 146 N Canal Street, Suite 111

Seattle, WA 98103-8652

APPROVED AS TO FORM:

Dawn Reitan 9/30/24

Email: ChrisCz@confenv.com

Kenmore City Attorneys' Office



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Special Projects Memorandum of Agreement (MOA) Related to Contract No. 23-C2930 Center for Human Services (CHS)- Mental & Behavioral Health Counseling Proposed Council Action/Motion: Authorize the City Manager to execute the Memorandum of Agreement related to Contract No. 23-C2930	For Council Meeting Agenda of: 10/14/2024 Department: City Manager's Office Prepared by: Garrett Oppenheim, Assistant to the City Manager <table border="0"><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 9/30/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 10/1/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 10/4/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 10/1/24</u></td></tr></tbody></table> Attachments/Exhibits: 1. Contract No. 23-C2930 2. Memorandum of Agreement Between the City of Kenmore, Northshore School District, and Center for Human Services Relating to Behavioral Health Counseling		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 9/30/24</u>	Approved by City Attorney:	<u>DR 10/1/24</u>	Approved by Finance Director:	<u>MM 10/4/24</u>	Approved by City Manager:	<u>RK 10/1/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 9/30/24</u>										
Approved by City Attorney:	<u>DR 10/1/24</u>										
Approved by Finance Director:	<u>MM 10/4/24</u>										
Approved by City Manager:	<u>RK 10/1/24</u>										
Summary: Contract No. 23-C2930 is between the City of Kenmore and Center for Human Services (CHS). The terms of the contract provide for provision of mental and behavioral health counseling at Kenmore Middle School (KMS), a Northshore School District facility. Northshore School District is not a party to the contract so this MOA is designed to outline the rights and obligations of CHS and Northshore School District as they relate to the underlying contract.											
Information/Background: On May 16, 2022, the Kenmore City Council adopted a \$575,000 American Rescue Plan Act (ARPA) Work Program for 2022-2026 that included \$250,000 for Human Services Funding. The City issued a Request for Proposals (RFP) on April 21, 2023, and received multiple responses. After a thorough evaluation, the City selected CHS as its partner on this program. City Council approved the original contract on June 26, 2023 and services were provided at Inglesmoor High School (IHS) during the 2023-24 school year. For the 2024-25 school year, the program will move to Kenmore Middle School. This MOA ensures that CHS has access to facilities at KMS and outlines the rights and responsibilities of each Center											

for Human Services and Northshore School District vis-à-vis one another related to Contract No. 23-C2930 between City of Kenmore and Center for Human Services.

Fiscal Consideration:

None. The contract is unchanged and this MOA merely confirms access for CHS to the Kenmore Middle School facility.

City Council Priority or Budget Objective Being Addressed:

- 3. Finalize, adopt, and implement the Human Services Strategic Plan. (2025-26)
- 8. Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform. (2025-26)
- 5. Implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan. (2024)
- 10. Support the post-pandemic recovery process. (2024)

City of Kenmore Contract #: 23-C2930

Allocated Total Amount: \$225,342

Date Start: 7/1/2023 End: 8/31/2025

CONTRACT FOR PROVISION OF HUMAN SERVICES

THIS AGREEMENT is entered into on this 26th day of July 2023, by and between the CITY OF KENMORE, a Washington municipal corporation (“City”) and Center for Human Services (CHS), a Washington nonprofit organization (“Agency”).

Agency Name:	Center for Human Services
Program Name:	City of Kenmore ARPA Mental & Behavioral Health Counseling
Street Address:	17018 15 th Ave NE
City, State Zip:	Shoreline, WA 98155
Agency Contact:	Beratta Gomillion
Agency Phone Number:	206-362-7282
Email Address:	bgomillion@chs-nw.org

RECITALS:

WHEREAS, the COVID-19 pandemic wreaked untold damage on the mental health of nearly all Americans, and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) and President Biden signed it into law on March 11, 2021, to provide \$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 received approximately \$6.4 million in ARPA funding which must be allocated by the end of 2024 and expended by the end of 2026; and

WHEREAS, the Kenmore City Council, at its May 16, 2022 meeting, approved an ARPA Work Program that included \$250,000 for Human Services Funding; and

WHEREAS, the ARPA Final Rule presumes that the general public was impacted with regard to behavioral health such that all related programs and services are reasonably proportionate responses; and

WHEREAS, the ARPA Final Rule specifically allows for enhanced services in schools to address increased rates of behavioral health challenges for youths; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in April 2023 in search of a community organization to provide mental and behavioral health counseling; and

WHEREAS, the Consultant applied under this RFP and was selected in a competitive process to provide these services; and

WHEREAS, the City desires to have the Agency perform counseling 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:

AGREEMENT:

1. **Scope and Schedule of Services to be Performed by Agency.** The Agency shall perform those services described on Exhibit A which is attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Agency 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 Agency shall request and obtain prior written approval from the City to modify the scope or schedule in any way.
2. **Maximum Compensation and Method of Payment.** The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit invoices every other month, on the form attached as Exhibit "B." The bimonthly amount billed shall be those detailed in the table in Section 5.B of Exhibit A unless other arrangements are made in writing. The total amount to be paid shall not exceed \$112,464 in the first year of the contract's execution. The amount paid will not exceed \$112,877 in the second contract year of contract execution.
3. **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 Agency and shall not be obligated to make payments for services 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.
4. **Agency Budget.** The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement in exchange for the services provided by the Agency as described in Exhibit A. If the Agency desires to amend its budget in any way, it shall request prior written approval from the City.
5. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing July 1, 2023 and ending August 31, 2025. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.

6. **Independent Agency.** Agency and City agree that Agency is an independent Agency 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 Agency nor any employee of Agency 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 Agency, or any employee of the Agency. 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.
7. **Work Performed at the Agency's Risk.** The Agency shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of providing the services hereunder and shall utilize all protection necessary for that purpose. All services shall be provided at the Agency's own risk, and the Agency shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Agency for use in connection with the provision of services.
8. **Indemnification.** The Agency 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's fees, arising out of or in connection with the 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 Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency'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.

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

9. **Insurance Requirements.**

A. **Insurance Term.** The Agency shall procure and maintain insurance, as required in this

Section, without interruption from commencement of the Agreement and such coverage shall remain in effect through the term of the Agreement.

- B. No Limitation. The Agency's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Agency's required insurance shall be of the types and coverage as stated below:
1. *Automobile Liability* insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. *Commercial General Liability* insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Agency's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. The Agency shall maintain the following insurance limits:
1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Agency Limits.

If the Agency maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

F. Other Insurance Provision. The Agency'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 self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.

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

H. Verification of Coverage. The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agency before commencement of the work. Upon request by the City, the Agency shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance. The Agency shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Agency-provided insurance as set forth herein, except the Agency shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Agency shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation. The Agency shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance. Failure on the part of the Agency 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 Agency 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 Agency from the City.

10. Record Keeping and Reporting.

- A. The Agency 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 Chapter 40.14 RCW and by the City.

11. Audits and Inspections. The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. 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 its agents during the performance of this Agreement.

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

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement 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. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure.

- 14. Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under 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.
- 15. Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment without the prior written consent of the City shall be void.
- 16. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 17. Waiver.** Any waiver by the Agency or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 18. Modification.** This Agreement may only be amended by written agreement signed by both Parties.
- 19. 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.
- 20. Compliance with Laws.** The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
23. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

City of Kenmore
Attn: City Clerk
18120 68th Ave NE
Kenmore, WA 98028
Email: awarhol@kenmorewa.gov Phone: 425-398-8900

B. Notices to the Agency shall be sent to the following address:

Contact Name: Beratta Gomillion
Agency Name: Center for Human Services
Street Address: 17018 15th Ave NE
City, State Zip: Shoreline, WA 98055
Email: bgomillion@chs-nw.org Phone: 206-631-8802

24. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
25. **Public Disclosure.** Agency understands that this Agreement is with a government agency and thus all records that meet the definition of public records may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). The parties

acknowledge that the health care records created between Agency and participants are confidential and shall not be submitted to the City.

Agency agrees to safeguard and preserve public records in accordance with the Act. The City may be required, upon request, to disclose the Agreement and the public records submitted to the City by Agency, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Agency to search its files for responsive records, Agency agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

CITY OF KENMORE, WASHINGTON

AGENCY RECEIVING FUNDS

Stephanie Lucash
Stephanie Lucash (Jun 27, 2023 11:27 PDT)

 Stephanie Lucash, Acting City Manager
 Date: Jun 27, 2023

By: Beratta Gomillion
Beratta Gomillion (Jun 27, 2023 12:04 PDT)

 Name: Beratta Gomillion
 Title: Executive Director
 Date: Jun 27, 2023

APPROVED AS TO FORM

Curtis Chambers
Curtis Chambers (Jun 29, 2023 11:08 PDT)

 Kenmore City Attorney's Office

EXHIBIT A: SCOPE OF WORK

Center for Human Services ("CHS" or "Consultant") shall furnish behavioral health and family support services to residents of the City of Kenmore. All such activities shall be provided in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules, and regulations, as are now in effect or hereafter may be amended.

1. Deliverables.

In accordance with Section 3 of the Agreement and the terms of this Exhibit A, the City shall periodically provide funding to CHS. CHS shall exclusively use such funding to provide the deliverables described below.

A. Behavioral Health Services:

CHS shall use funds to provide **behavioral health services** to residents of the City of Kenmore in the manner described in this subsection.

- "Behavioral health services" is an umbrella term that includes the treatment of mental health conditions and substance use disorders.
- "School-based behavioral health services" is a term to describe behavioral health services that are performed at a school.

CHS shall make the following school-based behavioral health services available to residents of the City of Kenmore, both students and adult members of their families.

- Outreach and engagement: Non-client activities to facilitate services and/or meet individual/family needs to include interactions with students on a drop-in and scheduled basis.
- Collaboration and consultation with school personnel: Where specific client's needs or school services in general are discussed for the purpose of providing effective services.
- Behavioral health assessments: A procedure by which clinicians, using observation, interviews, and psychological tests or screening tools, develop a summary of the client's symptoms and problems which will inform the development of a treatment plan and other decisions.
- Individual/group/family counseling: The provision of therapeutic guidance in resolving personal, social, and/or psychological difficulties using various modalities.
- Social Determinants of Health Screening/Assessments: Identification and evaluation of a person's specific area of needs that influence their outcomes (i.e., housing, food, safety, etc.).
- Case management services: A professional and collaborative process

that assesses, plans, implements, monitors, and evaluates the options and services required to meet a student's social/emotional/health needs.

B. Description of Services

a. Outreach

CHS has ample data from services already being provided to identify the needs of the community. CHS not only will have its own data, but obtains information from various informal needs assessments that have been conducted and the narrative stories heard from school officials, parents, and other sources with whom CHS already has strong relationships. The most important thing is to first learn from the schools what needs they see and want help with from CHS's MH School-Based Therapists. CHS will have a dedicated MH Leadership team for each school district who will initially start conversations at school and district levels to provide schools with options for partnership. The program is designed to meet monthly with districts for ongoing feedback and furthering partnership; CHS can be responsive to the changing needs as the program goes along. CHS's MH Leadership will continue to closely collaborate with school administration and providers to begin rolling out a referral process that works for the particular school. CHS has already begun the process to plan for the fall which includes the onboarding and training of new therapists that will be serving at schools the City of Kenmore wants to prioritize.

b. Operations

Unlike SBIRT services which provide screening, brief intervention (short term therapy), and referral for on-going services, CHS will provide ongoing therapy.

The day-to-day operations would typically comprise a therapist arriving at the school 30 minutes before the bell rings, to collaborate with staff on the schedule or arising needs of the day and ensure the therapist is organized and ready to be efficient for the next 6 hours of school. During the school day, the clinician sees a mix of drop-in support clients (typically identified by a school counselor, admin, teachers, or other support professionals) and ongoing clients who have been identified as having no other resource for therapy. Throughout the day, the therapist checks in with staff for ongoing crisis concerns and case management needs, such as helping families navigate housing, food insecurities, and mental health accommodations recommended at school. At the end of the day, the therapist stays for the last 90 minutes of their 8-hour shift to connect more in-depth with staff while students are not in the building. These connections may be about current students the therapist has seen and concerns arising that the school can help support, or it may be providing more mental health education and consultation to staff who are seeking or need

additional training or information. At times, CHS therapists are invited to meetings for specific students or as a mental health representative in general, such as “student of concern meetings” and IEP meetings. If Kenmore schools allow, this is the model CHS most recommends to best embed mental health in every possible layer of a school system.

In the school program, CHS aims to provide mental health therapy with low or no barriers to service. CHS strives to serve traditionally underserved populations and to bring services to them, with added emphasis on community collaboration. However, CHS has discovered that there are many non-billable hours from the Coordinator and Therapist that are needed to establish a working collaboration and successful school-based program. These non-billable time includes activities such as outreach to both students, their families and school staff; engagement activities (working with a student before they become a client to build rapport); crisis management even if the student is not enrolled as their client; giving access to the entire school professional staff with a licensed Mental Health Professional to consult on any needs that arise; and providing services when there is no funding source. These services are foundational to offering a school-based behavioral health program.

c. Services During Summer Months

During the summer when school is not in session, CHS staff will continue working with students, their families, and other residents. When schools are closed, a CHS therapist will continue to meet with students/families in ongoing therapy services provided at a CHS office or via telehealth. There will not be a break in services due to school buildings being closed. Depending on Northshore School District’s arrangement, if school officials are working during the summer, they will remain in close coordination, however, in absence of school staff, CHS will continue to identify referral channels and give the same support to students/families, and then update school staff once they return.

2. **Locations**

CHS will provide behavioral health services to residents of the City of Kenmore at the designated schools serving residents of the City of Kenmore.

3. **Personnel**

a. Staff Resources

a. Mental Health Therapist

- CHS will hire one FTE to provide embedded services in schools located in Kenmore and identified as having the highest needs.

The overarching goal of the program is to increase access to behavioral health services within the community. Unlike most agencies, our school-based program is its own program, meaning, our master level mental health therapists are trained specifically for and dedicated to working in school-systems. Our therapists are aware of school processes, procedures, and work closely with school staff to provide coordinated care.

b. School-Based MH Manager

- Layal Rassas very capably holds this position at CHS. CHS will dedicate 2 hours of her time per week for oversight and coordination of this project, as well as provide supervision to the clinicians. Layal has a master's degree in clinical social work with specialization in schools and has worked for CHS since 2021.

c. Associate Mental Health Director

- Amanda O'Dell, LMFT, is the CHS Associate Mental Health Director. She will be heavily involved with the development and implementation of this project as well as supervising Layal.

d. The FTE CHS therapist shall provide the behavioral health services described above. The therapist will be supervised by CHS's School-Based Manager, who, with the assistance of the Mental Health Associate Director, will liaison with the schools.

b. Minimum Qualifications of Those Providing Behavioral Health Services

- Any CHS employee providing behavioral health services under this Agreement shall, at the time such services are being provided, have the following minimum qualifications:
 - Licensed by the Washington State Department of Health to perform specific clinical tasks (affiliate license, associate license, or full license).

4. Estimated Schedule

July – August 2023	Plan, hire therapists, on-board and train therapists. Meet with school staff. Establish protocols and processes.
September 2023	Implement outreach strategies. Introduce the program to all staff and students. Begin accepting referrals; conducting screening and assessments; establishing relationships with students.

October 2023 – June 2024	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Keep lines of communication open with school staff.
May 2024	Establish and plan for summer program.
June 2024 – start of 2024-25 school year	Implement summer program. Tweak processes and programming for upcoming school year based on lessons learned.
September 2024	Begin new school year. Transition from summer-based program to school year routine. Implement outreach strategies. Re-establish relationship with students from previous school year who want continued services. Begin accepting new referrals.
September 2024 – June 2025	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Strengthen collaboration.
July 2025 forward	Provide school-based services, primarily using Medicaid funding, if feasible.

5. Payment and Progress Reports.

A. CHS shall submit to the City an invoice and a Progress Report on an every other month basis. Receipt of a fully completed Progress Report is required to receive payment on any invoice. For the purposes of this Agreement, a “reporting period” is a two-month period, with the first quarter beginning on July 1, 2023, and subsequent reporting periods beginning on the day following the end of every other month.

B. Each Progress Report shall include the following information:

- a. The number of unduplicated Kenmore residents served during that period;
- b. The number of unduplicated Kenmore residents served since

- the effective date of this Agreement;
- c. Demographic information, in the aggregate, of unduplicated Kenmore residents served during that time period;
 - d. Demographic information, in the aggregate, of unduplicated Kenmore residents served since the effective date of this Agreement;
 - e. The number of service hours provided during that period;
 - f. The number of service hours provided since the effective date of this Agreement;
 - g. A list of client services provided during that period (e.g., one on one counseling, group work, psych testing, referrals, etc.), including time spent performing each;
 - h. A list of non-client services done during that period (e.g., outreach to both students and school staff, engagement activities with students to build rapport before they become clients, crisis management even if the student is not enrolled as a client, giving access to the entire school professional staff with a licensed Mental Health Professional to consult on any needs that arise, and providing services when there is no funding source), including time spent performing each.

C. In addition to the information contained on all other progress reports, the progress report for the final two months shall include a summary of impact from the services provided under this agreement.

D. The City of Kenmore shall provide payments to CHS in the amounts shown below:

Month	Payment to CHS
September 2023	\$18,744
November 2023	\$18,744
January 2024	\$18,744
March 2024	\$18,744
May 2024	\$18,744
July 2024	\$18,744
September 2024	\$18,813
November 2024	\$18,813
January 2025	\$18,813
March 2025	\$18,813
July 2025	\$18,813
August 2025 FINAL REPORT	\$18,812

EXHIBIT B**Invoice & Service Reporting Form**

Agency Name:

Agency Address:

Agency Email:

Agency Phone Number:

Date of Invoice:

Invoice for Quarter No.

To: **City of Kenmore**18120 68th Avenue NE

Kenmore, Washington 98028

Phone: (425) 398-8900

Email: awarhol@kenmorewa.gov

Measurement	2023 Projected	Current Quarter Actual	2023 Year-to- Date Total

Listed below is the total allocation, and quarterly invoice amounts for 2023-2025 funding.
Invoices received by the City beyond the due date outlined below may not be paid.

Period 1 Invoice DUE 9-15- 23	Period 2 Invoice DUE 11-15- 23	Period 3 Invoice DUE 1-15- 24	Period 4 Invoice DUE 3-15- 24	Period 5 Invoice DUE 5-15- 24	Period 6 Invoice DUE 7-15- 24

Period 7 Invoice DUE 9-15- 24	Period 8 Invoice DUE 11-15- 24	Period 9 Invoice DUE 1-15- 25	Period 10 Invoice DUE 3-15- 25	Period 11 Invoice DUE 7-15- 25	Period 12 Invoice DUE 8-15- 25

CONTRACT SUMMARY:

Total contract award \$

Previous payments \$

Amount requested this invoice \$

Balance remaining \$

E-mail Address:

Authorized signature:

For City of Kenmore Use Only

Account No.

Approved for Payment by: _____ Date: _____

City of Kenmore Human Services Agreement

Page 16 of 16

Updated 12/2022 IBDR

IX. G. Authorize the City Manager to execute the Memorandum of Agreement...

23-C2930 CHS Human Services Contract

6.9.23

Final Audit Report

2023-06-29

Created:	2023-06-27
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATle8iYg7uhmkQUI0X3BcMhleDw1vU-B0

"23-C2930 CHS Human Services Contract 6.9.23" History

-  Document created by Michelle Kang (mkang@kenmorewa.gov)
2023-06-27 - 5:55:50 PM GMT
-  Document emailed to Curtis Chambers (cchambers@insleebest.com) for signature
2023-06-27 - 6:02:06 PM GMT
-  Document emailed to slucash@kenmorewa.gov for signature
2023-06-27 - 6:02:06 PM GMT
-  Document emailed to Beratta Gomillion (bgomillion@chs-nw.org) for signature
2023-06-27 - 6:02:06 PM GMT
-  Email viewed by slucash@kenmorewa.gov
2023-06-27 - 6:26:58 PM GMT
-  Signer slucash@kenmorewa.gov entered name at signing as Stephanie Lucash
2023-06-27 - 6:27:45 PM GMT
-  Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)
Signature Date: 2023-06-27 - 6:27:47 PM GMT - Time Source: server
-  Email viewed by Beratta Gomillion (bgomillion@chs-nw.org)
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-  Document e-signed by Beratta Gomillion (bgomillion@chs-nw.org)
Signature Date: 2023-06-27 - 7:04:32 PM GMT - Time Source: server
-  Email viewed by Curtis Chambers (cchambers@insleebest.com)
2023-06-29 - 6:04:48 PM GMT



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Acrobat Sign



Document e-signed by Curtis Chambers (cchambers@insleebest.com)

Signature Date: 2023-06-29 - 6:08:25 PM GMT - Time Source: server



Agreement completed.

2023-06-29 - 6:08:25 PM GMT



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Acrobat Sign

**Memorandum of Agreement Between the
City of Kenmore, Northshore School District,
And Center for Human Services
Relating to Behavioral Health Counseling**

This is a Memorandum of Agreement (“MOA”) between the City of Kenmore (the “City”), the Northshore School District (the “District”), and Center for Human Services (“CHS”) relating to the provision of mental and behavioral health counseling services at District facilities, as defined in contract 23-C2930 between the City and CHS.

WHEREAS, the COVID-19 pandemic wreaked untold damage on the mental health of nearly all Americans, and

WHEREAS, the Kenmore City Council, at its May 16, 2022 meeting, approved a Work Program that included \$250,000 for Human Services Funding; and

WHEREAS, the COVID-19 pandemic impacted the general public with regard to behavioral health such that all related programs and services are reasonably proportionate responses; and

WHEREAS, the mental health of young people was especially negatively impacted by the effects of the COVID-19 pandemic; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in April 2023 in search of a community organization to provide mental and behavioral health counseling, to which CHS submitted a proposal that was selected in a competitive process to provide these services; and

WHEREAS, on July 26, 2023, the City and CHS entered into contract 23-C2930 for the provision of mental and behavioral health counseling services to students and their families; and

WHEREAS, the District and CHS subsequently came to an agreement to site the program at Inglemoor High School for the 2023-24 school year; and

WHEREAS, the City, the District, and CHS have together determined that the program would be better suited for a middle school for the remainder of the contract term, the 2024-25 and 2025-26 school years;

THEREFORE, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **USE OF FACILITY:** The District shall provide space at Kenmore Middle School (KMS) for CHS to provide services under contract 23-C2930. The District agrees to provide CHS access to the facility for three full predetermined days between Monday and Friday each week during which CHS will provide services to KMS students on-site at the school for at least 2 full days.
2. **SERVICE PROVISION:** CHS will provide ongoing mental and behavioral health counseling services to students identified in collaboration with the District and Kenmore Middle School. District personnel may refer cases to CHS but CHS will be the final arbiter of eligibility and will retain the authority to accept or decline a case based on criteria in the underlying contract 23-C2930 between the City and CHS.
3. **KENMORE RESIDENCY:** So long as the District is also providing on-site counseling services to KMS students two days per week, CHS may serve the entire student body, regardless of client residence in the City of Kenmore.
4. **TERM:** The term of this MOA shall coincide with the District's calendar for the 2024-25 and 2025-26 academic years. Upon written agreement of the Parties, it may be extended for additional school years.
5. **UPDATE MEETINGS:** Personnel from CHS, the District, and the City will meet twice each year to check in and discuss the status of this agreement and ways that it may be improved.
6. **INDEMNIFICATION; LIABILITY:** Each party agrees to defend, indemnify, and hold harmless ("Indemnifying Party") the other parties, and their 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 Indemnifying Party's negligent acts or omissions or wrongful conduct, except for injury or damage caused by the sole negligent acts or willful actions of the other parties. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' 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 District, CHS, and the City. The provisions of this section shall survive the expiration or termination of this MOA.
7. **TERMINATION OF MOA:** Any Party may terminate this agreement with ninety (90) days written notice to the other Parties.

IN WITNESS WHEREOF, the Parties have executed this MOA.

City of Kenmore

Northshore School District

Rob Karlinsey

City Manager

Date: _____

name

title

Date: _____

Center for Human Services

Beratta Gomillion

Executive Director

Date: _____



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Contract for Janitorial Services at City facilities.	For Council Meeting Agenda of: 10/14/2024 Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Director										
Proposed Council Action/Motion: Authorize City Manager to execute Contract No. 24-C3080 with Armstrong Services for Janitorial Services at City Facilities in an amount not to exceed \$260,000.	<table><thead><tr><th></th><th>Initial & Date</th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>JG 10/3/2024</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 10/4/2024</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 10/3/2024</u></td></tr></tbody></table> Attachments/Exhibits: RFP#24-C3080 Draft Contract No. 24-C3080		Initial & Date	Approved by Department Head:	<u>JG 10/3/2024</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 10/4/2024</u>	Approved by City Manager:	<u>RK 10/3/2024</u>
	Initial & Date										
Approved by Department Head:	<u>JG 10/3/2024</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>MM 10/4/2024</u>										
Approved by City Manager:	<u>RK 10/3/2024</u>										
Summary: Maintaining a clean, safe, and professional environment for both our employees and our customers is a top priority. The City is responsible for the day-to-day operation and maintenance of its building facilities including Kenmore City Hall, the Hangar and the Public Works Operations Office. City offices require 5-day a week services and Hangar requires 7-day a week services. Contracting this work makes sense for our organization allowing our internal staff to provide support to both internal and external customers and to focus on more complex maintenance and repair tasks.											
Information/Background: Janitorial services have been contracted out for City facilities for the last eight years. The current contractor has been providing service to the City since 2018 and the contract is expired. Staff developed a new Request for Proposals (RFP) and received six submittals. To improve efficiencies and the quality of services provided to the City we have added new requirements to the contract including: • The contractor will be responsible for supplying all necessary equipment to perform services identified within the scope of work. • Workmanship must meet the defined quality performance standards. • Work will be performed by trained individuals under the direction of a qualified supervisor. • Consistent routine communication with city staff. The City will continue to provide all consumable paper products, green cleaning chemicals and personal protective equipment (PPE).											
IX. H. Authorize the City Manager to execute Contract No. 24-C3080 with ...											

After the evaluation based on criteria set forth in the RFP, staff interviewed three contractors. Staff recommends contracting for janitorial services at city owned facilities with Armstrong Services. The duration of services will be November 1, 2024, through December 31, 2026, with an option for one, 1-year extension.

Fiscal Consideration:

There is an increase in cost over the current contract due to the significant increase in prevailing wage rates since the last contract and the increase in level of service. The cost for annual service for routine janitorial cleaning will be just over \$119,000 per year plus any other discretionary work requested above and beyond what is included in the base contract. These expenditures will be charged to the General Fund and are included in the existing 2023-2024 budget as well as the 2025-2026 budget.

City Council Priority or Budget Objective Being Addressed:

Efficient and effective services maintaining the City's infrastructure.



City of Kenmore

18120 68th Ave NE
Kenmore, WA 98028
(425) 398-8900
www.kenmorewa.gov

**Request for Proposal #24-C3080
Janitorial Services for City Facilities**

Issue Date: Monday, August 5 , 2024

Mandatory Pre-Proposal Site Tours scheduled for:

~~Thursday~~ **Wednesday, August 14, 2024 @ 9:00AM**

**Kenmore City Hall
18120 68th Ave NE
Kenmore, WA 98028**

Electronic Proposals Only to afirsov@kenmorewa.gov

Due Date and Time:

Thursday, August 29, 2024, by 1:00PM PST

Background

The City of Kenmore is located at the north end of Lake Washington a few miles north of Seattle and has a population of just over 24,000. Kenmore has been an established community since the early 1900's and incorporated as a City in 1998; its exceptional location is convenient not only to Seattle but to employment centers on the Eastside and Snohomish County.

Kenmore City Hall was built and completed in 2010. The City Hall houses most City employees as well as the Kenmore Police Department which is staffed by the King County Sherriff. The building has been maintained by a combination of in-house staff and contractors. The City would like to continue with contracted services for the janitorial

City of Kenmore

services supported by City staff. Janitorial services will be required five days a week for the City Hall building.

The City opened a community space called the Hangar at Town Square in 2017. The Hangar building is an indoor public gathering space and a retail space that is currently leased to Diva Espresso. The Town Square is an outdoor public gathering space. Janitorial services are needed for the shared public areas in the Hangar Building seven days a week.

Additionally, the City owns the Kenmore Post Office building where part of the building is dedicated to City operations. There the approximately 1,400sqft. of office space is occupied by our Public Works Operations field staff. Janitorial services are only needed for the City's portion of the building, five days a week.

Description of Work

The City of Kenmore ("City") is seeking proposals from qualified vendors to provide janitorial services at City owned facilities.

Term of Contract

Work under this contract may start on October 1, 2024 and all work will be completed by December 31, 2026. Specific tasks in the scope of work must be performed within the indicated timelines.

Communication

Upon release of this request for proposal (RFP), all vendor communications concerning this information request should be directed in writing to the City Project Manager listed below. 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.

City Project Manager: Aleks Firsov, Facility & Fleet Maintenance Supervisor
Mailing Address: 18120 68th Ave NE, Kenmore, WA 98028
Cell Phone: (425) 971-2637
Email: afirsov@kenmorewa.gov

PROPOSAL SUMITTAL & TIMELINE

Submittals

In order to qualify for the project, bidders must submit all information requested in this RFP. **All submittals must be received electronically** by 1:00PM on Thursday, August 29, 2024. Bidders shall submit their proposal to **Aleks Firsov** afirsov@kenmorewa.gov with the subject line: **CITY OF KENMORE RFP24-C3080 JANITORIAL SERVICES FOR CITY FACILITIES RESPONSE**

Late submittals will not be accepted.

Tentative Timeline

Events	Date & Time
RFP Release via MRSC Small Works Roster	Monday, August 5, 2024
Mandatory Pre-Proposal Site Tour	Wednesday , August 14, 2024 @ 9:00AM PST
Deadline to Submit Questions	Monday, August 19, 2024
Responses to Questions Provided	Wednesday, August 21, 2024
Proposal Responses due	Thursday, August 29, 2024 @ 1:00PM PST
City Council Approval of Contract	September 2024
New Contract in Place	October 1, 2024

Mandatory Pre-Proposal Site Tour will be held on August 14, 2024. Vendors are to meet at Kenmore City Hall, 18120 68th Ave NE, Kenmore, WA 98028 at 9:00AM. Participation in the Mandatory Pre-Proposal Site Tour is required for your proposal to be considered valid.

Questions/Clarifications Regarding RFP

Requests for interpretation/clarification of the RFP document must be made in writing and submitted to the Project Manager via email by Monday, August 19, 2024. All oral communication will be considered unofficial and non-binding on the City. Responses to the questions/clarifications will be emailed to the entire list of proposal packet holders on August 21, 2024.

RFP Addendums

The City reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

Rejections of Proposal

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in the proposal, and to accept any proposal deemed to be in the best interest of the City.

Proposal Modification and Clarifications

The City reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing and executed and submitted in the same form and manner as the original proposal.

Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal, and the content thereof, are valid for 180 calendar days following the submittal deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the City and the successful Contractor.

Proposal Submittal Procedures

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

Proposal Requirements and Format

All costs for developing a response to this RFP are the obligation of the contractor and are not chargeable to the City. The contractor must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the City's project manager. Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

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Complete Proposal

1. **Company Information and Executive Summary (Form #1)** – provide a brief summary of your proposed approach and understanding of this work (as identified in **Attachment “A”**), including company philosophy and experience. Form #1 must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate the place and date of incorporation.
2. **Work Plan & Employee Training Plan** - Provide an overall description of how you propose to organize and perform work to ensure consistency with maintenance frequency (as identified in COST PROPOSAL FORM #2) and an acceptable work product. Describe how employees will be provided initial training and any on-going training that any person working under this contract will receive from Contractor. **Please include the company’s organizational chart and equipment inventory.**
3. **Project Manager & Work Supervision** - Identify the individual you propose to assign as an on-site supervisor/manager and include a statement of qualifications and/or resume for this individual. This individual is also subject to, and the award is contingent upon successful background check. Provide supervisor oversight plan addressing how the work will be monitored, service consistency achieved, and accuracy measured. This person(s) will work directly with the City Project Manager and other personnel assigned to City sites.
4. **Proposal Cost** - Complete and submit pricing in the format outlined in the City’s submittal sheet, **(Form #2)** with your proposal response.
5. **References** –A list of references of at least three (3) completed or current plans/projects within the last four years of this size and nature. Municipal references are desirable but not required. The City reserves the right to contact references without prior notification. Please include examples of past work.

Proposal Submission Checklist

The Contractor’s proposal must include the following items:

- ✓ **Form #1 – Company Information and Executive Summary**, signed by the Contractor representative authorized to bind the proposing firm contractually. Attach to this form documentation showing that the contractor is duly organized and validly existing as a corporation or partnership in good standing.
- ✓ **Contractors Project Manager** - Provide the project manager’s information and credentials that will be responsible for this job, along with the proposed team that will be working in the City under this contract (please describe each person’s professional qualifications and years of applicable experience).
- ✓ **Company Organizational Chart**
- ✓ **Equipment Inventory List**

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- ✓ **Examples of Past Work**
- ✓ **Form #2 – Proposal Cost**
- ✓ **Client References** - Three (3) professional references, including:
 - o Client Name
 - o Client Contact & Title
 - o Client Phone Number
 - o Client Email
 - o Summary of services provided
- ✓ **Attachment C: NON-COLLUSION CERTIFICATE**

Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose a Contractor capable of providing reliable, quality product and service within a reasonable budget.

Evaluations will be based on cost, equipment and suitability, references, experience with similar work, quality of past work, additional materials submitted with proposal, local company offices and ability to perform the work within the necessary timeline.

Evaluation Criteria	Weight
Proposed Fees/Cost	40
Qualifications – Show a comprehensive organizational chart (or similar explanation of team member roles and responsibilities), including summaries of key team members. Team member qualifications, particularly those of the site lead, are important.	20
Relevant Project Experience and Understanding – Overall assessment and demonstration of capability to meet the standards set forth in RFP	20
Experience and Knowledge of Green Cleaning Practices	10
Project References	10
Total	100

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Contractor who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed above). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

Contractor Presentation, Committee Interview and/or Additional Information or Reviews

After the submitted proposals have been evaluated, the Selection Committee will determine whether formal presentations and/or interviews are necessary, and if so, which Contractors will be invited to participate. The City may choose to contact officials from other jurisdictions regarding the Contractor, their prior work experience and their ability to successfully complete the Scope of Services. The City may request clarification or additional information from a specific Contractor in order to assist in the City's evaluation of proposal. Finally, the City may require changes in the Scope of Services as deemed necessary by the City, before execution of any contract.

Apparently Successful Contractor

The combined score of the proposal evaluations and Contractor presentations and interviews (if applicable) will determine the Apparently Successful Contractor.

Final Negotiations

The Apparent Successful Contractor may be asked to meet with the City to negotiate a final Contract. The Apparent Successful Contractor will be expected to enter into a contract (**Attachment "D" Sample Contract**) with the City.

Final Selection

Once negotiations are complete, the Project Manager will formulate a recommendation for the award of the Contract to the City Manager. Depending on the overall cost, the contract may require approval by the City Council before execution.

Contract Award and Execution

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractor can offer.

The City shall not be bound or in any way obligated until both parties have executed the Contract.

The general conditions and specifications of the RFP and the Apparently Successful Contractor's proposal, as amended by Contract between the City and the Apparently Successful Contractor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Contractor representations that appear in the proposal. Failure of a Contractor to perform services as represented may result in elimination of the Contractor from further completion or in the Contract cancellation or termination.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final Contract.

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If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next highest ranked Contractor.

All parties may incur no cost chargeable to the proposed Contract before the date of execution of the Contract.

TERMS AND CONDITIONS

Proposal Signatures

1. An authorized representative must sign proposals, with the Contractor's address, telephone and email information provided. Unsigned proposals will not be considered.
2. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
4. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute the contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as nonresponsive.

Contract Negotiation

City representatives and any one (or more) Contractor may review in detail all aspects of the requirements and the submittal as part of the contract negotiation process prior to any formal approval of a contract or the selection of a Contractor by the City Council or other applicable City authority.

Prevailing Wage

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the [State of Washington Wage and Hour Surveys Schedule, RCW 39.12.020](#).

Wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are

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identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages" on an annual basis. A copy of the Approved Notice of Intent to Pay Prevailing Wages must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement:

"I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected vendor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of each contract year to the City before the last payment of a contract year will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, [RCW 39.12.060](#) and [WAC 296-127-060](#).

Non-Endorsement Certificate

As a result of the selection of a Contractor to supply products and/or services to the City, Contractor agrees not to make any reference to the City in any literature, promotional materials, brochures, sales presentations or the like without the express written consent of the City.

Non-Collusion Certificate

Proposals submitted in response to this RFP shall include the Non-Collusion Certificate (**Attachment "C"**).

Insurance Requirements

The Contractor awarded the Contract shall maintain insurance sufficient to protect the Contractor's business against all applicable risks as set forth in **Attachment "D" Sample Contract**. The Contractor will cause the indemnified parties, to be named as additional insureds on the policy required under the agreement and shall cause its insurance to be primary to any insurance carried by indemnified parties. The Insurance documentation provided to the Contractor will reference the City's contract number.

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Equal Opportunity Requirements

The City is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The Contractor, in performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, physical handicap, or sexual orientation.

Compliance with Laws and Regulations

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded the 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.

Kenmore Business License

The Contractor must obtain a City of Kenmore business license prior to any work performed under the contract.

Ownership of Documents

Any reports, maps, studies, conclusions and summaries prepared by the Contractor shall become property of the City.

Performance Expectations

If the Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or poor performance, and the issue was either (a) non-litigated; or (b) litigated and such litigation determined the Contractor to be in default.

Submit full details of all terminations for default experienced by the Contractor during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate completion of a Contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Contractor response that indicates the requested information will only be provided if and when the Contractor is selected as the apparently successful Contractor is not

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acceptable. Restricting the Contractor's response to include only legal actions resulting in termination for default is also not acceptable. The City reserves the right, but is not obligated to, reject any proposal not including the appropriate performance information per this section.

Qualifications and Minimum Requirements

Contractor Responsibilities - The Contractor's employees must adhere to and follow all City of Kenmore operational expectations and requirements outlined below.

1. The Contractor shall be bonded and insured and have at least five (5) years of successful commercial experience providing the services and equipment described herein.
2. The Contractor shall provide adequate resources (including personnel and equipment) to perform work as described herein including all supervision, labor, cleaning supplies, instruments, cleaning equipment including vacuums, automatic floor scrubbers, floor polishers, burnishers, technical expertise, safety equipment, and service operations to complete services in the scope of work.
3. The Contractor shall perform work as set forth in **Attachment B – Quality Standards of Performance and Workmanship**.
4. All work shall be performed under the supervision of a qualified maintenance supervisor and completed by:
 - a. Cost effective use of manpower, equipment and materials
 - b. Attention to environmentally sound practices and procedures;
 - c. Application of the best management practices to natural resources;
 - d. Providing visible comparable services throughout the facilities.
5. The Contractor shall provide staff who are qualified for unescorted access to the City owned buildings.
 - a. The Contractor is NOT authorized to bring in other vendors or visitors.
 - b. Upon separation of employment or termination of contract, any issued access cards and keys shall be returned to the City of Kenmore.
6. The Contractor shall be required to maintain adequate resources and be capable and able to obtain the required materials and equipment to perform the required services necessary for each project - including sufficient personnel to perform the job requirements to complete the project(s) as scheduled.
7. The Contractor shall provide personnel who are professional, qualified, and well trained to perform the services as requested by the City of Kenmore and who will comply with all the terms and conditions within the Contract.
8. The Contractor's personnel shall be directly employed by the Contractor and possess all required licenses and certifications necessary to perform the required services.
9. The Contractor shall have equipment available to complete the services described herein.

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10. The Contractor shall ensure that employees comply with all City of Kenmore and Washington State Industrial regulations and practices.
11. The Contractor shall provide personnel who can effectively communicate with City staff.
12. The Contractor shall be available via phone and email during normal business hours, Monday through Friday.
13. The Contractor's personnel shall conduct themselves in a workmanlike manner at all times. Personnel shall be courteous, neat in appearance, and wear visible Contractor identification. The Contractor will be required to have staff wear identifiable clothing (company logo wear or similar) while doing work under this contract.
14. All work shall be performed to Kenmore City Code, Chapter 8.05 Noise. The Contractor shall ensure all Contractor personnel comply with all relevant OSHA, WISHA and Labor and Industries worker safety regulations at all times they are on the project site. The work for the Contract shall be completed above ground.
15. By signing **Form #1 – Company Information and Executive Summary**, the Contractor agrees that he/she is familiar with the scope of work requested, the local conditions affecting the performance of the work, the cost of the work at the place where the work is to be done, proposes and agrees with the time stipulated, to provide and furnish any and all labor, materials, tools, expendable equipment and all utility and transportation service necessary to perform the work.

Discretionary Work Requests - A Discretionary Work Request (DWR), **Attachment "D"**, shall be used for any work to be completed above and beyond work included in the executed contract. Work shall be done on a time and materials basis. A DWR must be approved by the City before work may commence. Examples of work that may be done via a DWR could be, but not limited to, window washing, carpet shampooing, high dusting, etc.

City Responsibilities

The City will provide and stock all paper products, soap dispenser cartridges, cleaning chemicals, chemical dilution stations/systems, personal protective equipment (PPE) and can liners. Consumables will be stocked at the City Hall storage rooms, Town Square Hangar storage closet, and Public Works Office storage closet. All products or cleaning chemicals used on any City property shall be approved by the City in writing. If the Contractor and City agree to work outside of the contracted scope, the cleaning chemicals, products, or methods used for the completion of said project shall be pre-approved by the City in writing.

The designated City Project Manager shall have sole authority to approve of all work performed within the agreed upon contracted services including quality of work and shall not authorize payment until in their opinion the work has been satisfactorily completed.

ATTACHMENT "A"

SCOPE OF SERVICES

Location A: **Kenmore City Hall**
18120 68th Ave NE
Kenmore, WA 98028



Routine Cleaning: Kenmore City Hall shall be serviced five (5) days a week; Sunday through Thursday between the hours of 7:00 PM and 2:00 AM.

City Hall Procedures:

- ✓ Sign in with signature at the City Hall's custodial operations binder upon arrival.
- ✓ Sign out with signature at the City Hall's custodial operations binder when all City Hall cleaning duties have been completed.
- ✓ Check binder for City Hall's room schedule and plan cleaning route accordingly so that room occupants are not disturbed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.

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- ✓ Turn off lights in areas of work that are completed.

Main Lobby, Reception, and Hallways

Tasks performed daily:

- ✓ Polished concrete floors-sweep and spot mop.
- ✓ Wash, spot clean interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters and desks.
 - o Black Paperstone counter to be cleaned with water/dish soap mixture, PH neutral cleaner diluted to manufacturer standards, non-abrasive cleaner, or 10:1 water-bleach mixture, or OEM Paperstone cleaner only.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED box, top of fire extinguisher box, picture frames, tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Arrange, straighten, and vacuum fabric club chairs.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Clean and polish drinking fountain bowls, body, and flow button.
- ✓ Clean and polish elevator door and controls.

Main Lobby Public Restrooms

Tasks performed daily:

- ✓ Clean and disinfect toilets, urinals, and flushing devices
- ✓ Clean and disinfect sinks, counter, doors, handles, light switches.
 - o Black Paperstone counter to be cleaned with water/dish soap mixture, PH neutral cleaner diluted to manufacturer standards, non-abrasive cleaner, or 10:1 water – bleach mixture, or OEM Paperstone cleaner only.
- ✓ Clean and disinfect partitions, walls, and ADA grab bars/handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Clean and disinfect baby changing station interior and exterior.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

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Tasks performed 1X per week:

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab handles.
- ✓ Polish metal toilet partitions with stainless steel or other appropriate. Commercially available cleaner to leave a haze-free and stain-free finish.
- ✓ Clean and disinfect subway tile.
- ✓ Clean and polish top of tile trim molding.

Community Meeting Room

Tasks performed daily:

- ✓ Wipe clean all hard furniture horizontal surfaces and edges (tables, end tables, chairs, benches).
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Spot vacuum visible dirt and debris.

Tasks performed 1X per week:

- ✓ Vacuum carpet entirely.

Council Chambers

Tasks performed daily:

- ✓ Wipe clean all hard furniture surfaces and edges (tables, end tables, chairs, benches, council dais).
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wipe clean all door handles and panic bars.
- ✓ Spot vacuum visible dirt and debris.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.

Tasks performed 1X per week:

- ✓ Vacuum carpet entirely.

EOC, Lobby, Kitchen, and Conference Room

Tasks performed daily:

- ✓ Wipe clean all horizontal furniture, work surfaces and edges (tables, end tables, chairs, benches) that are accessible.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Kitchen countertop – wipe clean and sanitize
- ✓ Clean and polish cook top range.
- ✓ Entry foyer area – Sweep and spot clean polished concrete floor.
- ✓ Wipe clean kitchenette sink, faucet, and counter.
- ✓ Spot vacuum visible dirt and debris.

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- ✓ Waste containers: Empty, change liners – spot clean visible stains.

Tasks performed 1X per week:

- ✓ Vacuum carpet entirely
- ✓ Clean and polish exterior of oven and it's controls

EOC Restroom

Tasks performed daily:

- ✓ Clean and disinfect toilet and flush device.
- ✓ Clean and disinfect sink, counter, door, handles, light switch plate.
- ✓ Clean and disinfect walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Staircases & Stairwells

Tasks performed daily:

- ✓ Sweep and vacuum all stair steps and landings.
- ✓ Wipe clean and disinfect the entire length of metal hand rails.
- ✓ Spot mop visible stains.
- ✓ Clean/wash visible stains on glass on doors and relites.
- ✓ Vacuum walk off mats.

Tasks performed 1X per week:

- ✓ Damp or wet mop all stair steps and stair landings.
- ✓ Wipe clean angled stair edge barrier adjacent to stair steps.
- ✓ Wipe clean standing height and reach accessible metal beams.

Elevator Lobby in Parking Garage

Tasks performed daily:

- ✓ Sweep or vacuum concrete floor.
- ✓ Vacuum walk off mat.
- ✓ Clean door handles, elevator call buttons and garnish plates (applies to all elevator stops).
- ✓ Clean/wash visible stains on glass doors and walls (lobby side and garage side).
- ✓ Clean elevator door with stainless steel cleaner or other appropriate commercially available product to leave haze and streak free finish.

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Elevator – Car

Tasks performed daily:

- ✓ Clean all hand rails, panels/walls, door, call buttons, garnish and other high touchpoint areas.
- ✓ Sweep or vacuum elevator car floor and spot clean visible stains.

Taks performed 1X per week:

- ✓ Damp or wet mop the elevator car floor.

Meeting Room 1

Tasks to be performed daily:

- ✓ Wipe clean hard furniture including table, chair back and arm rests.
- ✓ Chair fabric cushion – vacuum visible dirt and debris.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Couch – Vacuum visible dirt and debris.
- ✓ Clean or wash visible stains on glass in space (hall and room sides).
- ✓ Sweep or vacuum floor.
- ✓ Damp or wet mop floor as needed.

1st Floor Administration Offices, Open Workspaces, Hallways, and Work Rooms

Task to be performed daily:

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters, desks, and tops of standing height file cabinets.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener (ADA) buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED boxes, top of fire extinguisher boxes, picture frames, and tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Work room waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Vacuum carpet of visible dirt or debris.

Tasks to be performed 1X per week:

- ✓ Wipe clean or brush vacuum tops of open workstation overhead file cabs.
- ✓ Vacuum entire carpeted area.
- ✓ Wet mop concrete tile flooring.

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- ✓ Office and shared workstation waste containers: Empty, replace liner, spot clean visible stains.

2nd Floor Offices, Open Workspaces, Conference Room 3, Hallways, and Work Room

Tasks to be performed daily:

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters and desks.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED boxes, top of fire extinguisher boxes, picture frames, and tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Work room waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Vacuum carpet of visible dirt or debris.

Tasks to be performed 1X per week:

- ✓ Wipe clean or brush vacuum tops of shared workstation overhead file cabinets.
- ✓ Vacuum entire carpeted area.
- ✓ Wet or damp mop concrete tile flooring.
- ✓ Office and shared workstation waste containers: Empty, replace liner, spot clean visible stains.

1st and 2nd Floor Staff Restrooms and Shower Restroom

Tasks to be performed daily:

- ✓ Clean and disinfect toilets, urinals, and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Tasks performed 1X per week:

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab handles.

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- ✓ Single Stall restrooms: clean subway tile – polish top of tile trim.
- ✓ Shower restroom: Clean subway tile – polish top of tile trim.
- ✓ Shower restroom: Clean and disinfect shower stall, floor, and faucet.

1st Floor Break Room

Tasks to be performed daily:

- ✓ Clean and sanitize all horizontal furniture and surfaces – tables, chairs, bar height counter, counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean and polish cook top range.
- ✓ Clean top and front of microwave oven.
- ✓ Clean and polish stainless steel refrigerator/freezer doors and handles.
- ✓ Concrete tile floor – Vacuum and wet/damp mop floor.
- ✓ Vinyl floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Wash any visible stains on glass of windows, doors, and relites.
- ✓ Refill soap dispensers and restock paper products as necessary.

2nd Floor Break Room

Tasks to be performed daily:

- ✓ Clean and sanitize all horizontal furniture and surfaces – tables, chairs, counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean and polish stainless steel refrigerator/freezer doors and handles.
- ✓ Vinyl floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Clean top and front of microwave oven.
- ✓ Refill soap dispensers and restock paper products as necessary.

Garbage, Recycling, and Waste Removal

Tasks to be performed daily:

- ✓ All garbage, recycling, and waste collected during the completion of duties at City Hall shall be moved to and disposed of in the City owned garbage and recycling containers located across the driveway east of City Hall building.

City of Kenmore

Location B: Town Square – Hangar Building
6728 NE 181st St
Kenmore, WA 98028



Routine Cleaning: The Hangar Building shall be serviced seven (7) days per week; Sunday through Saturday between the hours of 9:00 PM and 5:00 AM.

Hangar Procedures:

- ✓ Sign in with signature at the Hangar's custodial operations binder upon arrival.
- ✓ Sign out with signature at the Hangar's custodial operations binder when all Hangar cleaning duties have been completed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.
- ✓ Turn off lights in areas of work that are completed.

City of Kenmore

Otter and Beaver Room

Tasks to be performed daily:

- ✓ Polished concrete floors – sweep or vacuum.
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wash, spot clean visible stains on both sides of Beaver room glass.
- ✓ Wipe clean standing height accessible ledges of window and “garage” door frames- Garage door horizontal frame to be cleaned are 1st, 2nd, and 3rd row.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal surfaces including counters, ledges, tops of AED box, top of fire extinguisher boxes.
- ✓ Wipe clean all door handles (interior and exterior), exit hardware, push bars, high touch point areas, light switches, automatic door opener (ADA) buttons.
- ✓ Vacuum all walk off entry mats.
- ✓ Arrange, straighten, and vacuum club chairs.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Clean and polish drinking fountain bowls, accessories, and stainless backsplash hardware.
- ✓ Machine clean polished concrete flooring.

Hangar Restrooms

Tasks to be performed daily:

- ✓ Clean and disinfect toilets, urinals, and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors and glass and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.
- ✓ Clean and disinfect baby changing station interior and exterior.

Tasks performed 1X per week:

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab bars.
- ✓ Polish metal toilet partitions with stainless steel or other appropriate commercially available cleaner to leave a haze-free and stain-free finish.

Garbage, Recycling, and Waste Removal

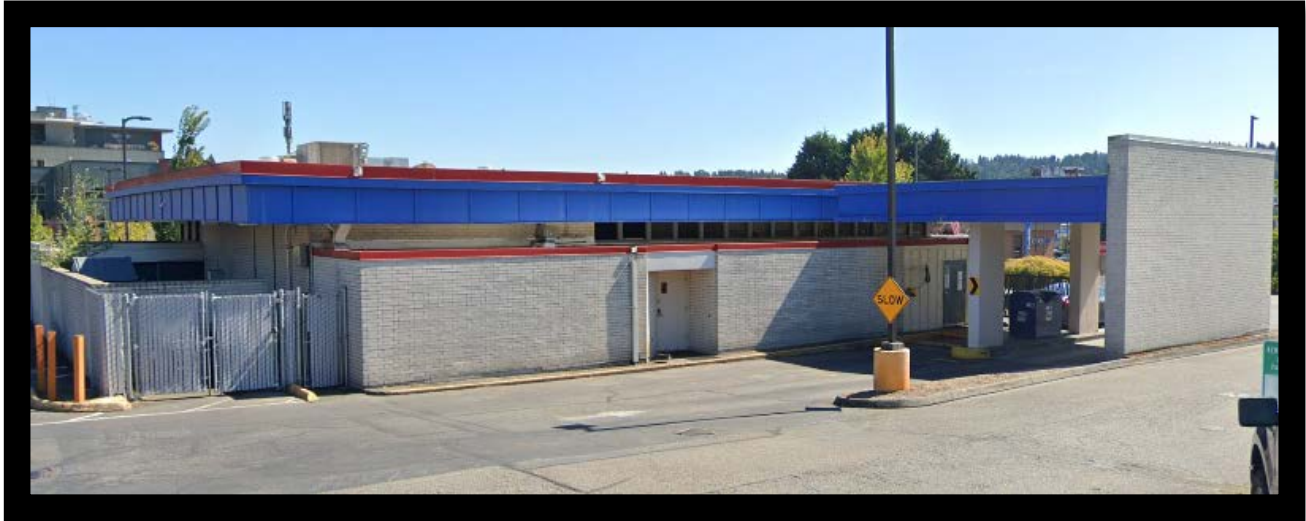
City of Kenmore

Tasks to be performed daily:

- ✓ All garbage, recycling, and waste collected during the completion of duties at the Hangar Building shall be moved to and disposed of in the Flyway buildings' garbage and recycling containers located near Flyway's parking garage entrance.

City of Kenmore

Location C: Kenmore Public Works Office
6700 NE 181st St
Kenmore, WA 98028



Routine Cleaning: The Public Works Office shall be services five (5) days per week; Sunday through Thursday between the hours of 7:00 PM and 2:00 AM

Public Works Office Procedures:

- ✓ Sign in with signature at the Public Works Office custodial operations binder upon arrival.
- ✓ Sign out with signature at the Public Works Office custodial operations binder when all Public Works Office cleaning duties have been completed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.
- ✓ Turn off lights in areas of work that are completed.

Office/Workspace Areas

Tasks to be performed daily:

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean all hard furniture and edges (tables, end tables, chairs, benches).

City of Kenmore

- ✓ Wipe clean all accessible horizontal work surfaces including counters, desks, and tops of standing height file cabinets.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches.
- ✓ Vacuum all walk off entry mats.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Sweep and wet or damp mop hard flooring.

Breakroom & Kitchen

Tasks to be performed daily:

- ✓ Wipe clean and sanitize all horizontal furniture and surfaces – tables, chairs, and counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean top, sides, and face of microwave oven.
- ✓ Clean refrigerator/freezer doors and handles.
- ✓ Hard surface floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, replace liners – spot clean visible stains.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.

Restroom and Shower Room

Tasks to be performed daily:

- ✓ Clean and disinfect toilet and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles/bars.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Tasks to be performed 1X per week:

- ✓ Clean and disinfect shower stall, floor, and faucet.

Garbage, Recycling, and Waste Removal

Tasks to be performed daily:

- ✓ All garbage, recycling, and waste collected during the completion of duties at the Kenmore Public Works Office shall be moved to and disposed of in the City owned garbage and recycling containers located across the driveway east of City Hall building.

ATTACHMENT "B"

Quality Standards of Performance and Workmanship

The intent of this portion of the specifications is to clarify the City's expectation for the level of service and janitorial care of the City of Kenmore facilities. The following statements indicate the general, minimum standards of cleanliness and workmanship to be furnished under the contract however, these standards are not meant to replace or supersede manufacturers' recommendations, or the latest industry standards for the use and application of materials and equipment.

The level of service, as outlined in these specifications, shall be consistently maintained for the duration of the contract.

Entry Areas (including covered exterior entrance areas)

Satisfactory and acceptable entry areas, including exterior foyers, entry ramps, stairways, and interior lobbies, shall be free of dirt, dust, debris, trash and stains. Acceptable entry areas shall present a clean, uniform appearance.

- ✓ All paper, trash, or other discarded materials shall be disposed of in the appropriate recycling or trash container.
- ✓ Vertical surfaces of exterior foyers shall be cleaned as necessary to remove cobwebs, dirt, dust, and other loose or foreign material.
- ✓ Interior and exterior entry areas shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Hard surface floor, carpet, and entry mat stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Entry doors and door glass shall be cleaned inside and out to remove fingerprints, smudges, spots, streaks, etc.
- ✓ Common area Counter tops, desks and tables shall be dusted and wiped down to remove fingerprints, smudges, spots and streaks, etc.
- ✓ Items moved during entry area cleaning operations shall be returned to their original location. The City will provide pre-written notes to place on surfaces deemed too cluttered to clean effectively.

Floor Care (except kitchens, restrooms and elevator car)

Carpet - Satisfactory and acceptable carpet areas shall be free of dirt, dust, debris, litter, spots and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- ✓ Carpeted areas shall be thoroughly vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

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- ✓ Every effort shall be made to remove carpet spots and stains with an appropriate stain-removing product. Stains include, but are not limited to, coffee, grease, gum, oil, and tar.
- ✓ Baseboards shall be cleaned to remove scuffs and smudge marks.

Hard Surface Floors - Satisfactory and acceptable hard surface floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- ✓ Hard surface floors shall be dust mopped or swept to remove dirt, dust, soil, liquids, and debris or other foreign materials prior to damp or wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, other corners and crevices, and tracks and runners.
- ✓ Hard surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

Tile - Satisfactory and acceptable tile and grout floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- ✓ Tile floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Tile surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Grout shall be scrubbed, when necessary, using a brush to prevent build up and discoloration.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

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Interior concrete flooring - Satisfactory and acceptable concrete floors shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains and streaks.

- ✓ Concrete floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet machine scrubbing. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Concrete floors shall be machine scrubbed with water and a stiff nylon bristled scrub disk.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet scrubbing operations.
- ✓ Concrete surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

Glass - Satisfactory and acceptable glass, mirror, or vitreous surfaces shall be free from smears, smudges, fingerprints, spots, and streaks etc. Acceptable glass shall present a clean, clear, uniform appearance. Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.

- ✓ Items moved during glass cleaning operations shall be returned to their original location.
- ✓ Window Spot Cleaning - Satisfactory and acceptable windows shall be free of all dirt, soil, smudges, fingerprints, from smears, spots, and streaks and film or any other foreign substances. Acceptable windows shall present a clean, clear uniform appearance.
- ✓ Window surfaces shall be spot cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Items moved during window cleaning operations shall be returned to their original location.

Dusting - Low dusting (up to 6 feet in height) and high dusting (over 6 feet in height) Satisfactory and acceptable low and high dusting areas shall be free of cobwebs, dirt, dust, smears, smudges, spots, stains, and streaks.

- ✓ Cobwebs, dirt, dust, and other laden airborne matter shall be removed by either chemical, manual, or mechanical means. Devices that merely displace or redistribute matter, such as feather dusters, will not be used unless treated to attract and hold the matter.
- ✓ Surface smears, smudges, spots, stains, and streaks created as a result of dusting activities shall be removed immediately with an appropriate cleaner.

City of Kenmore

- ✓ Ductwork and vents, including ceiling and wall-mounted air diffusers and return air grills, and exposed lighting fixtures shall be dusted and/or “brush vacuumed” as part of high dusting operations.
- ✓ Items moved during low and high dusting operations shall be returned to their original location.
- ✓ Low dusting to be done as indicated on the schedule.
- ✓ High dusting to be done monthly, during the first week of the month.

Window blinds and shades - Satisfactory and acceptable window blinds and shades and room dividers should be free of dirt, dust, debris, and stains. Acceptable window blinds and shades and room dividers shall present a clean, uniform appearance.

- ✓ Blinds shall be vacuumed using tools designed for cleaning blinds.
- ✓ Window shades shall be cleaned in-place whenever possible using an appropriate method. When it is more expeditious, effective, or safer to do so, shades may be removed for cleaning.

Kitchens, kitchenettes, and lunchrooms - Satisfactory and acceptable kitchens, kitchenettes, and lunchrooms shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ All surfaces, including floors, in this section shall be cleaned using a “restaurant grade” or other appropriate disinfectant cleaner.
- ✓ Surfaces shall be damp wiped with appropriate disinfectant cleaning product to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include but are not limited to appliance exteriors (all sides), cabinets, ceilings, countertops, faucets, fixtures, handles, hood fans, sinks, tables and chairs, trash containers, and walls (including the legs of all the above). Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain “wet” for a minimum of 10 minutes or per manufacturer’s recommendation.
- ✓ Sinks shall be scrubbed and cleaned daily to remove any grime and build up around drain.
- ✓ Surfaces shall be free of material containing living bacteria, viruses, or other contaminations that can cause infections.
- ✓ Chrome or stainless appliances and fixtures shall also be polished to remove surface spots, fingerprints, smudges, streaks, and watermarks etc. Surfaces will present a clean, uniform shining appearance free of all soil, marks, smudges, and streaks.
- ✓ Garbage disposals shall be run and rinsed out to remove food debris, grease, grime, spots, stains, and objectionable odors.
- ✓ Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose

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material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

- ✓ Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution. Floor drains shall be clean and rinsed out after mopping.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from appliances, baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Floor stains shall be removed with an appropriate stain removal product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Product dispensers shall be checked and refilled daily. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, tissue, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during kitchen cleaning operations shall be returned to their original locations.

Restrooms and Shower Rooms - Satisfactory and acceptable restrooms and locker rooms shall present an overall clean appearance and be of "hospital" quality for sanitation. [flushing of paper towels is not acceptable] All surfaces, including floors, in this section shall be cleaned using the approved Disinfectant Cleaner. Surfaces shall be damp wiped with quaternary disinfectant cleaning product to remove all foreign materials including debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains.

- ✓ Surfaces include, but are not limited to cabinets, ceilings, countertops, faucets, fixtures, handles, mirrors, product dispensers, shower stalls (including ceilings, curtains, doors and mats, enclosures, fixtures, tile, grout, and walls), sinks, stall doors and partitions, tables and chairs, toilets, trash containers, urinals and walls.
- ✓ Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of 10 minutes or per manufacturer's recommendation.
- ✓ Surfaces shall be free of material containing living bacteria, viruses, or other contaminations that can cause infections.
- ✓ Mirrors, product dispensers, and chrome or stainless fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
- ✓ Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

City of Kenmore

- ✓ Floors shall be wet mopped using a quaternary disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Once a week or as needed floors shall be gently scrubbed with a medium bristle brush.
- ✓ Floor drains shall be wiped clean of hair and other debris.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Product dispensers shall be checked and refilled on a daily basis. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, tissue, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during restroom/locker room cleaning operations shall be returned to their original locations.

Recycling and Trash - Satisfactory and acceptable recycling and trash collection shall be performed daily and result in refuse being deposited into the appropriate collection receptacle and clean trash containers returned to their original locations.

- ✓ Recycling and trash containers shall be cleaned as needed with an appropriate disinfectant to remove dirt, food waste, grease, grime, stains, streaks and objectionable odors.
- ✓ Trash liners shall be replaced on an as needed basis (replaced if soiled with liquid or food debris).
- ✓ Recycling cans shall have transparent liners.
- ✓ Trash cans shall have dark opaque (black) liners.
- ✓ Trash, recycling shall be deposited in the appropriate dumpster or bin.
- ✓ Items moved during recycling and trash collection operations shall be returned to their original locations.

Drinking Fountains - Satisfactory and acceptable Drinking Fountains shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ Surfaces shall be damp wiped with a quaternary disinfectant cleaning product to remove all foreign materials including debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains on all sides and surfaces of the fountain.

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Elevator Cars and Doors - Satisfactory and acceptable elevators shall be free of dirt, dust, debris, and stains. Acceptable elevators shall present a clean, uniform appearance.

- ✓ Interior and exterior vertical elevator cab surfaces shall be cleaned with an appropriate cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Elevator cab floors shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including corners, crevices, and door tracks, and carpeted elevator cab walls.
- ✓ Hard surface floor and carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee grease, gum, heel and scuff marks, oil, and tar.
- ✓ Chrome or stainless appliances and fixtures shall also be polished to remove fingerprints, streaks, and watermarks.

Furniture - Satisfactory and acceptable furniture surfaces shall be free of dirt, dust, debris, marks and film.

- ✓ Furniture and tables shall require dusting and/or damp wiping of surfaces.

Countertops and Sinks - Satisfactory and acceptable countertops and sinks shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ All surfaces, including floors, in this section shall be cleaned using a "restaurant grade" or other appropriate disinfectant cleaner.
- ✓ Surfaces shall be damp wiped with appropriate disinfectant cleaning product to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include, but are not limited to cabinets, ceilings, countertops, faucets, fixtures, handles, sinks, tables and chairs, trash containers, and walls.
- ✓ Chrome or stainless fixtures shall also be polished to remove surface spots, fingerprints, smudges, streaks, and watermarks etc. Surfaces will present a clean, uniform shining appearance free of all soil, marks, smudges, and streaks.
- ✓ Product dispensers shall be checked and refilled daily. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during kitchen cleaning operations shall be returned to their original locations.

City of Kenmore

Additional Contracted Service Options

Carpet Cleaning - Satisfactory and acceptable carpet areas shall be free of cleaning residue, dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- ✓ Carpets shall be cleaned using Steam (hot water) extraction.
- ✓ Carpets shall be cleaned using appropriate products applied according to manufacturers' directions.
- ✓ Items moved during carpet cleaning operations shall be returned to their original locations.
- ✓ Carpets and surrounding flooring shall be left in a dry (depending on next expected time of use) and safe state.

Machine Scrub Hard Surface Floor Cleaning - Satisfactory and acceptable machine scrubbed hard surface floor areas shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains, and streaks. Acceptable machine scrubbed hard surface floors shall present a clean, uniform appearance.

- ✓ Hard surface floors shall be machine scrubbed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during machine scrubbing operations shall be returned to their original locations.
- ✓

Spray buff hard surface floor cleaning (except wood floors) - Satisfactory and acceptable spray buff hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable spray buffed floors shall present a "like new" waxed finish.

- ✓ Hard surface floors shall be spray buffed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during buffing operations shall be returned to their original locations.

Strip, seal, wax, and buff hard surface floor cleaning (except wood floors) - Satisfactory and acceptable stripped, sealed, waxed and buffed hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable floors shall present a glossy new "wet look" finish free of fogging and swirl marks.

- ✓ Hard surface floors shall be stripped, sealed, waxed and buffed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during waxing operations shall be returned to their original locations.

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Window Washing - Satisfactory and acceptable window glass shall be free from smears, spots, smudges, fingerprints, and streaks etc. Acceptable glass shall present a clean, clear, uniform appearance.

- ✓ Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Items moved during glass cleaning operations shall be returned to their original location

City of Kenmore

Proposal - Form #1
Company Information and Executive Summary

To: City of Kenmore

From: Contractor Name

Contract Signer Authority

Contractor Project Lead

Contractor Address

City, State, Postal Code

Telephone Number

Email Address

1. Response:

In response to the City’s Request for Proposal, we offer the following:

RFP# 24-C3080 Janitorial Services for City Facilities

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City’s Request for Proposal.

3. Executive Summary:

Name:

Signed:

Title:

Dated:

Form #2 – Cost Proposal
RFP# 24-C3080 Janitorial Services for City Facilities

Name of Contractor:

The following price proposal sheet contains a frequency for each specific service. The Contractor shall submit prices based on frequencies listed within the Scope of Services (Attachment "A").

Annual Cost for routine services at City Hall	\$
--	----

Annual Cost for routine services at the Hangar Building	\$
--	----

Annual Cost for routine services at the Public Works Operation Office	\$
--	----

Grand Total Annual Cost for routine services provided at <u>all</u> locations	\$
--	----

Discretionary Request (work outside the included requested services Attachment "A" Scope of Services) Hourly Rates

Hourly Rate	\$
--------------------	----

Attachment "C"

STATE OF _____)
ss.

The undersigned being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

(Name of Firm)

(Authorized Signature)

Sworn to before me this _____ day of _____ 2024.

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ATTACHMENT "D" SAMPLE CONTRACT**City of Kenmore Contract #: 24-CXXX**

Authorized Amount:

Date Start:

Date End:

AGREEMENT FOR SERVICES – CONTRACTOR

[Use for Contractor Services (i.e., Maintenance) that are not part of a public works project/Do not use for Professional/Consultant Services]
[INSERT PROJECT NAME/DESCRIPTION]

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and [Insert Contractor's Company Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:**1. Scope and Schedule of Services to be Performed by Contractor.**

Contractor shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. 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 perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City's exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be

City of Kenmore

performed in accordance with generally accepted professional practices in effect at the time such services are performed

2. **Time of Completion.**

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services [Enter either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.].

3. **Compensation and Method of Payment.**

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "C," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed [SPELL OUT MAXIMUM AMOUNT (\$ _____)], including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. Final Payment: Waiver of Claims. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. **Prevailing Wages.**

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply

City of Kenmore

with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

City of Kenmore

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

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. Limitation of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE

City of Kenmore

THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing [DATE] and ending [DATE] unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor.

Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

City of Kenmore

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

10. Insurance.

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

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

- i. 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.
- ii. 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.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

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

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

City of Kenmore

- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. 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.

13. City's Right of Inspection and Audit.

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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.

City of Kenmore

14. Contractor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. **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 Contractor pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Contractor 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 Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor 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.

17. **Force Majeure.**

City of Kenmore

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement 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. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

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

19. 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. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business,

City of Kenmore

equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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 Contractor shall be sent to the following address:

Phone No.: _____
Email: _____

24. 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.

25. Severability.

City of Kenmore

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

City of Kenmore

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

City of Kenmore

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

City of Kenmore

CITY OF KENMORE
BILLING INVOICE

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

or

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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City of Kenmore

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

Janitorial Services for City Facilities

City of Kenmore

Cat. No. 10231X
Form **W-9** (Rev. 10-201)

City of Kenmore

Nondiscrimination Agreement.

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

1. Compliance with Regulations

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

2. Nondiscrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Noncompliance

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

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

6. Incorporation of Provisions

City of Kenmore

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

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

City of Kenmore

ATTACHMENT "E"
DISCRETIONARY WORK REQUEST – Required Information

TO BE COMPLETED BY THE CITY:

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

Location:_____

Describe Requested Work:_____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action:_____

Cost Estimate:_____

Proposed Schedule:_____

Contractor's Signature

Date

Janitorial Services for City Facilities

City of Kenmore

AUTHORATION TO PROCEED:

City of Kenmore Signature

Date

City of Kenmore Contract #: 24-C3080

Authorized Amount: \$260,000

Date Start: November 1, 2024

Date End: December 31, 2026

**AGREEMENT FOR SERVICES – CONTRACTOR
JANITORIAL SERVICES AT CITY FACILITIES**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Armstrong Services organized under the laws of the State of Washington, located and doing business at 607 SE Everett Mall Way, Suite 28, Everett, Washington 98208 (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Contractor.

Contractor shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. 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 perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City's exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed

2. Time of Completion.

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services between November 1, 2024, and December 31, 2026.

3. Compensation and Method of Payment.

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "C," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed Two Hundred Sixty Thousand dollars (\$260,000), including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. *Defective or Unauthorized Work.* The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. *Final Payment: Waiver of Claims.* CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Prevailing Wages.

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed

by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

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

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. Limitation of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR

CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing [DATE] and ending [DATE] unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor.

Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.**

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

- A. *Minimum Scope of Insurance.* Contractor shall obtain insurance of the types described below:
 - i. 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.
 - ii. 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.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. *Minimum Amounts of Insurance.* Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- C. *Other Insurance Provision.* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they

shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.
- E. *Verification of Coverage.* The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. 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.

13. City's Right of Inspection and Audit.

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement,

the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- B. 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.

14. Contractor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. 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 Contractor pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Contractor 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 Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor 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.

17. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement 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. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

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

19. 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. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

City Clerk
City of Kenmore
18120 68th Ave. NE

Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to the following address:

Ryan Sturgis, President
607 SE Everett Mall Way, Suite 28
Everett, Washington 98208
(425) 778-1700
ryan@armstrong-nw.com

24. 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.

25. Severability.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF KENMORE:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

DRAFT

EXHIBIT A

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

DRAFT

EXHIBIT B

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

DRAFT

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Contract for Services

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Updated 5/2022 IBDR MK 1/2024

IX. H. Authorize the City Manager to execute Contract No. 24-C3080 with ...

EXHIBIT D

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

or
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions

to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those

from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

Cat. No. 10231X
Form **W-9** (Rev. 10-201)

**City of Kenmore**18120 68th Ave NE

Kenmore, WA 98028

(425) 398-8900

www.kenmorewa.gov

Request for Proposal #24-C3080
Janitorial Services for City Facilities

Issue Date: Monday, August 5 , 2024

Mandatory Pre-Proposal Site Tours scheduled for:

Thursday ~~Wednesday~~, August 14, 2024 @ 9:00AM

Kenmore City Hall

18120 68th Ave NE

Kenmore, WA 98028

Electronic Proposals Only to afirsov@kenmorewa.gov

Due Date and Time:

Thursday, August 29, 2024, by 1:00PM PST

Background

The City of Kenmore is located at the north end of Lake Washington a few miles north of Seattle and has a population of just over 24,000. Kenmore has been an established community since the early 1900's and incorporated as a City in 1998; its exceptional location is convenient not only to Seattle but to employment centers on the Eastside and Snohomish County.

Kenmore City Hall was built and completed in 2010. The City Hall houses most City employees as well as the Kenmore Police Department which is staffed by the King County Sherriff. The building has been maintained by a combination of in-house staff and contractors. The City would like to continue with contracted services for the janitorial

City of Kenmore

services supported by City staff. Janitorial services will be required five days a week for the City Hall building.

The City opened a community space called the Hangar at Town Square in 2017. The Hangar building is an indoor public gathering space and a retail space that is currently leased to Diva Espresso. The Town Square is an outdoor public gathering space. Janitorial services are needed for the shared public areas in the Hangar Building seven days a week.

Additionally, the City owns the Kenmore Post Office building where part of the building is dedicated to City operations. There the approximately 1,400sqft. of office space is occupied by our Public Works Operations field staff. Janitorial services are only needed for the City's portion of the building, five days a week.

Description of Work

The City of Kenmore ("City") is seeking proposals from qualified vendors to provide janitorial services at City owned facilities.

Term of Contract

Work under this contract may start on October 1, 2024 and all work will be completed by December 31, 2026. Specific tasks in the scope of work must be performed within the indicated timelines.

Communication

Upon release of this request for proposal (RFP), all vendor communications concerning this information request should be directed in writing to the City Project Manager listed below. 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.

City Project Manager: Aleks Firsov, Facility & Fleet Maintenance Supervisor

Mailing Address: 18120 68th Ave NE, Kenmore, WA 98028

Cell Phone: (425) 971-2637

Email: afirsov@kenmorewa.gov

PROPOSAL SUMITTAL & TIMELINE

Submittals

In order to qualify for the project, bidders must submit all information requested in this RFP. **All submittals must be received electronically** by 1:00PM on Thursday, August 29, 2024. Bidders shall submit their proposal to **Aleks Firsov** afirsov@kenmorewa.gov with the subject line: **CITY OF KENMORE RFP24-C3080 JANITORIAL SERVICES FOR CITY FACILITIES RESPONSE**

Late submittals will not be accepted.

Tentative Timeline

Events	Date & Time
RFP Release via MRSC Small Works Roster	Monday, August 5, 2024
Mandatory Pre-Proposal Site Tour	Wednesday , August 14, 2024 @ 9:00AM PST
Deadline to Submit Questions	Monday, August 19, 2024
Responses to Questions Provided	Wednesday, August 21, 2024
Proposal Responses due	Thursday, August 29, 2024 @ 1:00PM PST
City Council Approval of Contract	September 2024
New Contract in Place	October 1, 2024

Mandatory Pre-Proposal Site Tour will be held on August 14, 2024. Vendors are to meet at Kenmore City Hall, 18120 68th Ave NE, Kenmore, WA 98028 at 9:00AM. Participation in the Mandatory Pre-Proposal Site Tour is required for your proposal to be considered valid.

Questions/Clarifications Regarding RFP

Requests for interpretation/clarification of the RFP document must be made in writing and submitted to the Project Manager via email by Monday, August 19, 2024. All oral communication will be considered unofficial and non-binding on the City. Responses to the questions/clarifications will be emailed to the entire list of proposal packet holders on August 21, 2024.

RFP Addendums

The City reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

Rejections of Proposal

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in the proposal, and to accept any proposal deemed to be in the best interest of the City.

Proposal Modification and Clarifications

The City reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing and executed and submitted in the same form and manner as the original proposal.

Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal, and the content thereof, are valid for 180 calendar days following the submittal deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the City and the successful Contractor.

Proposal Submittal Procedures

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

Proposal Requirements and Format

All costs for developing a response to this RFP are the obligation of the contractor and are not chargeable to the City. The contractor must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the City's project manager. Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

City of Kenmore**Complete Proposal**

1. **Company Information and Executive Summary (Form #1)** – provide a brief summary of your proposed approach and understanding of this work (as identified in **Attachment “A”**), including company philosophy and experience. Form #1 must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate the place and date of incorporation.
2. **Work Plan & Employee Training Plan** - Provide an overall description of how you propose to organize and perform work to ensure consistency with maintenance frequency (as identified in COST PROPOSAL FORM #2) and an acceptable work product. Describe how employees will be provided initial training and any on-going training that any person working under this contract will receive from Contractor. **Please include the company’s organizational chart and equipment inventory.**
3. **Project Manager & Work Supervision** - Identify the individual you propose to assign as an on-site supervisor/manager and include a statement of qualifications and/or resume for this individual. This individual is also subject to, and the award is contingent upon successful background check. Provide supervisor oversight plan addressing how the work will be monitored, service consistency achieved, and accuracy measured. This person(s) will work directly with the City Project Manager and other personnel assigned to City sites.
4. **Proposal Cost** - Complete and submit pricing in the format outlined in the City’s submittal sheet, **(Form #2)** with your proposal response.
5. **References** –A list of references of at least three (3) completed or current plans/projects within the last four years of this size and nature. Municipal references are desirable but not required. The City reserves the right to contact references without prior notification. Please include examples of past work.

Proposal Submission Checklist

The Contractor’s proposal must include the following items:

- ✓ **Form #1 – Company Information and Executive Summary**, signed by the Contractor representative authorized to bind the proposing firm contractually. Attach to this form documentation showing that the contractor is duly organized and validly existing as a corporation or partnership in good standing.
- ✓ **Contractors Project Manager** - Provide the project manager’s information and credentials that will be responsible for this job, along with the proposed team that will be working in the City under this contract (please describe each person’s professional qualifications and years of applicable experience).
- ✓ **Company Organizational Chart**
- ✓ **Equipment Inventory List**

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- ✓ **Examples of Past Work**
- ✓ **Form #2 – Proposal Cost**
- ✓ **Client References** - Three (3) professional references, including:
 - Client Name
 - Client Contact & Title
 - Client Phone Number
 - Client Email
 - Summary of services provided
- ✓ **Attachment C: NON-COLLUSION CERTIFICATE**

Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose a Contractor capable of providing reliable, quality product and service within a reasonable budget.

Evaluations will be based on cost, equipment and suitability, references, experience with similar work, quality of past work, additional materials submitted with proposal, local company offices and ability to perform the work within the necessary timeline.

Evaluation Criteria	Weight
Proposed Fees/Cost	40
Qualifications – Show a comprehensive organizational chart (or similar explanation of team member roles and responsibilities), including summaries of key team members. Team member qualifications, particularly those of the site lead, are important.	20
Relevant Project Experience and Understanding – Overall assessment and demonstration of capability to meet the standards set forth in RFP	20
Experience and Knowledge of Green Cleaning Practices	10
Project References	10
Total	100

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Contractor who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed above). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

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Contractor Presentation, Committee Interview and/or Additional Information or Reviews

After the submitted proposals have been evaluated, the Selection Committee will determine whether formal presentations and/or interviews are necessary, and if so, which Contractors will be invited to participate. The City may choose to contact officials from other jurisdictions regarding the Contractor, their prior work experience and their ability to successfully complete the Scope of Services. The City may request clarification or additional information from a specific Contractor in order to assist in the City's evaluation of proposal. Finally, the City may require changes in the Scope of Services as deemed necessary by the City, before execution of any contract.

Apparently Successful Contractor

The combined score of the proposal evaluations and Contractor presentations and interviews (if applicable) will determine the Apparently Successful Contractor.

Final Negotiations

The Apparent Successful Contractor may be asked to meet with the City to negotiate a final Contract. The Apparent Successful Contractor will be expected to enter into a contract (**Attachment "D" Sample Contract**) with the City.

Final Selection

Once negotiations are complete, the Project Manager will formulate a recommendation for the award of the Contract to the City Manager. Depending on the overall cost, the contract may require approval by the City Council before execution.

Contract Award and Execution

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractor can offer.

The City shall not be bound or in any way obligated until both parties have executed the Contract.

The general conditions and specifications of the RFP and the Apparently Successful Contractor's proposal, as amended by Contract between the City and the Apparently Successful Contractor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Contractor representations that appear in the proposal. Failure of a Contractor to perform services as represented may result in elimination of the Contractor from further completion or in the Contract cancellation or termination.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final Contract.

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If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the City may elect to cancel the award and award the Contract to the next highest ranked Contractor.

All parties may incur no cost chargeable to the proposed Contract before the date of execution of the Contract.

TERMS AND CONDITIONS

Proposal Signatures

1. An authorized representative must sign proposals, with the Contractor's address, telephone and email information provided. Unsigned proposals will not be considered.
2. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
4. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute the contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as nonresponsive.

Contract Negotiation

City representatives and any one (or more) Contractor may review in detail all aspects of the requirements and the submittal as part of the contract negotiation process prior to any formal approval of a contract or the selection of a Contractor by the City Council or other applicable City authority.

Prevailing Wage

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the [State of Washington Wage and Hour Surveys Schedule, RCW 39.12.020](#).

Wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are

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identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected contractor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages” on an annual basis. A copy of the Approved Notice of Intent to Pay Prevailing Wages must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement:

“I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of each contract year to the City before the last payment of a contract year will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, [RCW 39.12.060](#) and [WAC 296-127-060](#).

Non-Endorsement Certificate

As a result of the selection of a Contractor to supply products and/or services to the City, Contractor agrees not to make any reference to the City in any literature, promotional materials, brochures, sales presentations or the like without the express written consent of the City.

Non-Collusion Certificate

Proposals submitted in response to this RFP shall include the Non-Collusion Certificate (**Attachment “C”**).

Insurance Requirements

The Contractor awarded the Contract shall maintain insurance sufficient to protect the Contractor’s business against all applicable risks as set forth in **Attachment “D” Sample Contract**. The Contractor will cause the indemnified parties, to be named as additional insureds on the policy required under the agreement and shall cause its insurance to be primary to any insurance carried by indemnified parties. The Insurance documentation provided to the Contractor will reference the City’s contract number.

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Equal Opportunity Requirements

The City is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The Contractor, in performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, physical handicap, or sexual orientation.

Compliance with Laws and Regulations

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded the 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.

Kenmore Business License

The Contractor must obtain a City of Kenmore business license prior to any work performed under the contract.

Ownership of Documents

Any reports, maps, studies, conclusions and summaries prepared by the Contractor shall become property of the City.

Performance Expectations

If the Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described. "Termination for default" is defined as notice to stop performance due to the Contractor's non-performance or poor performance, and the issue was either (a) non-litigated; or (b) litigated and such litigation determined the Contractor to be in default.

Submit full details of all terminations for default experienced by the Contractor during the past five (5) years, including the other party's name, address and telephone number. Present the Contractor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate completion of a Contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Contractor response that indicates the requested information will only be provided if and when the Contractor is selected as the apparently successful Contractor is not

acceptable. Restricting the Contractor's response to include only legal actions resulting in termination for default is also not acceptable. The City reserves the right, but is not obligated to, reject any proposal not including the appropriate performance information per this section.

Qualifications and Minimum Requirements

Contractor Responsibilities - The Contractor's employees must adhere to and follow all City of Kenmore operational expectations and requirements outlined below.

1. The Contractor shall be bonded and insured and have at least five (5) years of successful commercial experience providing the services and equipment described herein.
2. The Contractor shall provide adequate resources (including personnel and equipment) to perform work as described herein including all supervision, labor, cleaning supplies, instruments, cleaning equipment including vacuums, automatic floor scrubbers, floor polishers, burnishers, technical expertise, safety equipment, and service operations to complete services in the scope of work.
3. The Contractor shall perform work as set forth in **Attachment B – Quality Standards of Performance and Workmanship**.
4. All work shall be performed under the supervision of a qualified maintenance supervisor and completed by:
 - a. Cost effective use of manpower, equipment and materials
 - b. Attention to environmentally sound practices and procedures;
 - c. Application of the best management practices to natural resources;
 - d. Providing visible comparable services throughout the facilities.
5. The Contractor shall provide staff who are qualified for unescorted access to the City owned buildings.
 - a. The Contractor is NOT authorized to bring in other vendors or visitors.
 - b. Upon separation of employment or termination of contract, any issued access cards and keys shall be returned to the City of Kenmore.
6. The Contractor shall be required to maintain adequate resources and be capable and able to obtain the required materials and equipment to perform the required services necessary for each project - including sufficient personnel to perform the job requirements to complete the project(s) as scheduled.
7. The Contractor shall provide personnel who are professional, qualified, and well trained to perform the services as requested by the City of Kenmore and who will comply with all the terms and conditions within the Contract.
8. The Contractor's personnel shall be directly employed by the Contractor and possess all required licenses and certifications necessary to perform the required services.
9. The Contractor shall have equipment available to complete the services described herein.

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10. The Contractor shall ensure that employees comply with all City of Kenmore and Washington State Industrial regulations and practices.
11. The Contractor shall provide personnel who can effectively communicate with City staff.
12. The Contractor shall be available via phone and email during normal business hours, Monday through Friday.
13. The Contractor's personnel shall conduct themselves in a workmanlike manner at all times. Personnel shall be courteous, neat in appearance, and wear visible Contractor identification. The Contractor will be required to have staff wear identifiable clothing (company logo wear or similar) while doing work under this contract.
14. All work shall be performed to Kenmore City Code, Chapter 8.05 Noise. The Contractor shall ensure all Contractor personnel comply with all relevant OSHA, WISHA and Labor and Industries worker safety regulations at all times they are on the project site. The work for the Contract shall be completed above ground.
15. By signing **Form #1 – Company Information and Executive Summary**, the Contractor agrees that he/she is familiar with the scope of work requested, the local conditions affecting the performance of the work, the cost of the work at the place where the work is to be done, proposes and agrees with the time stipulated, to provide and furnish any and all labor, materials, tools, expendable equipment and all utility and transportation service necessary to perform the work.

Discretionary Work Requests - A Discretionary Work Request (DWR), **Attachment "D"**, shall be used for any work to be completed above and beyond work included in the executed contract. Work shall be done on a time and materials basis. A DWR must be approved by the City before work may commence. Examples of work that may be done via a DWR could be, but not limited to, window washing, carpet shampooing, high dusting, etc.

City Responsibilities

The City will provide and stock all paper products, soap dispenser cartridges, cleaning chemicals, chemical dilution stations/systems, personal protective equipment (PPE) and can liners. Consumables will be stocked at the City Hall storage rooms, Town Square Hangar storage closet, and Public Works Office storage closet. All products or cleaning chemicals used on any City property shall be approved by the City in writing. If the Contractor and City agree to work outside of the contracted scope, the cleaning chemicals, products, or methods used for the completion of said project shall be pre-approved by the City in writing.

The designated City Project Manager shall have sole authority to approve of all work performed within the agreed upon contracted services including quality of work and shall not authorize payment until in their opinion the work has been satisfactorily completed.

ATTACHMENT "A"

SCOPE OF SERVICES

Location A: **Kenmore City Hall**
18120 68th Ave NE
Kenmore, WA 98028



Routine Cleaning: Kenmore City Hall shall be serviced five (5) days a week; Sunday through Thursday between the hours of 7:00 PM and 2:00 AM.

City Hall Procedures:

- ✓ Sign in with signature at the City Hall's custodial operations binder upon arrival.
- ✓ Sign out with signature at the City Hall's custodial operations binder when all City Hall cleaning duties have been completed.
- ✓ Check binder for City Hall's room schedule and plan cleaning route accordingly so that room occupants are not disturbed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.

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- ✓ Turn off lights in areas of work that are completed.

Main Lobby, Reception, and Hallways**Tasks performed daily:**

- ✓ Polished concrete floors-sweep and spot mop.
- ✓ Wash, spot clean interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters and desks.
 - Black Paperstone counter to be cleaned with water/dish soap mixture, PH neutral cleaner diluted to manufacturer standards, non-abrasive cleaner, or 10:1 water-bleach mixture, or OEM Paperstone cleaner only.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED box, top of fire extinguisher box, picture frames, tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Arrange, straighten, and vacuum fabric club chairs.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Clean and polish drinking fountain bowls, body, and flow button.
- ✓ Clean and polish elevator door and controls.

Main Lobby Public Restrooms**Tasks performed daily:**

- ✓ Clean and disinfect toilets, urinals, and flushing devices
- ✓ Clean and disinfect sinks, counter, doors, handles, light switches.
 - Black Paperstone counter to be cleaned with water/dish soap mixture, PH neutral cleaner diluted to manufacturer standards, non-abrasive cleaner, or 10:1 water – bleach mixture, or OEM Paperstone cleaner only.
- ✓ Clean and disinfect partitions, walls, and ADA grab bars/handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Clean and disinfect baby changing station interior and exterior.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

City of Kenmore**Tasks performed IX per week:**

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab handles.
- ✓ Polish metal toilet partitions with stainless steel or other appropriate. Commercially available cleaner to leave a haze-free and stain-free finish.
- ✓ Clean and disinfect subway tile.
- ✓ Clean and polish top of tile trim molding.

Community Meeting Room**Tasks performed daily:**

- ✓ Wipe clean all hard furniture horizontal surfaces and edges (tables, end tables, chairs, benches).
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Spot vacuum visible dirt and debris.

Tasks performed IX per week:

- ✓ Vacuum carpet entirely.

Council Chambers**Tasks performed daily:**

- ✓ Wipe clean all hard furniture surfaces and edges (tables, end tables, chairs, benches, council dais).
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wipe clean all door handles and panic bars.
- ✓ Spot vacuum visible dirt and debris.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.

Tasks performed IX per week:

- ✓ Vacuum carpet entirely.

EOC, Lobby, Kitchen, and Conference Room**Tasks performed daily:**

- ✓ Wipe clean all horizontal furniture, work surfaces and edges (tables, end tables, chairs, benches) that are accessible.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Kitchen countertop – wipe clean and sanitize
- ✓ Clean and polish cook top range.
- ✓ Entry foyer area – Sweep and spot clean polished concrete floor.
- ✓ Wipe clean kitchenette sink, faucet, and counter.
- ✓ Spot vacuum visible dirt and debris.

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- ✓ Waste containers: Empty, change liners – spot clean visible stains.

Tasks performed IX per week:

- ✓ Vacuum carpet entirely
- ✓ Clean and polish exterior of oven and it's controls

EOC Restroom**Tasks performed daily:**

- ✓ Clean and disinfect toilet and flush device.
- ✓ Clean and disinfect sink, counter, door, handles, light switch plate.
- ✓ Clean and disinfect walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Staircases & Stairwells**Tasks performed daily:**

- ✓ Sweep and vacuum all stair steps and landings.
- ✓ Wipe clean and disinfect the entire length of metal hand rails.
- ✓ Spot mop visible stains.
- ✓ Clean/wash visible stains on glass on doors and relites.
- ✓ Vacuum walk off mats.

Tasks performed IX per week:

- ✓ Damp or wet mop all stair steps and stair landings.
- ✓ Wipe clean angled stair edge barrier adjacent to stair steps.
- ✓ Wipe clean standing height and reach accessible metal beams.

Elevator Lobby in Parking Garage**Tasks performed daily:**

- ✓ Sweep or vacuum concrete floor.
- ✓ Vacuum walk off mat.
- ✓ Clean door handles, elevator call buttons and garnish plates (applies to all elevator stops).
- ✓ Clean/wash visible stains on glass doors and walls (lobby side and garage side).
- ✓ Clean elevator door with stainless steel cleaner or other appropriate commercially available product to leave haze and streak free finish.

City of Kenmore**Elevator – Car****Tasks performed daily:**

- ✓ Clean all hand rails, panels/walls, door, call buttons, garnish and other high touchpoint areas.
- ✓ Sweep or vacuum elevator car floor and spot clean visible stains.

Taks performed IX per week:

- ✓ Damp or wet mop the elevator car floor.

Meeting Room I**Tasks to be performed daily:**

- ✓ Wipe clean hard furniture including table, chair back and arm rests.
- ✓ Chair fabric cushion – vacuum visible dirt and debris.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Couch – Vacuum visible dirt and debris.
- ✓ Clean or wash visible stains on glass in space (hall and room sides).
- ✓ Sweep or vacuum floor.
- ✓ Damp or wet mop floor as needed.

Ist Floor Administration Offices, Open Workspaces, Hallways, and Work Rooms**Task to be performed daily:**

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters, desks, and tops of standing height file cabinets.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener (ADA) buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED boxes, top of fire extinguisher boxes, picture frames, and tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Work room waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Vacuum carpet of visible dirt or debris.

Tasks to be performed IX per week:

- ✓ Wipe clean or brush vacuum tops of open workstation overhead file cabs.
- ✓ Vacuum entire carpeted area.
- ✓ Wet mop concrete tile flooring.

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- ✓ Office and shared workstation waste containers: Empty, replace liner, spot clean visible stains.

2nd Floor Offices, Open Workspaces, Conference Room 3, Hallways, and Work Room

Tasks to be performed daily:

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean bottom ledge of window frames.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal work surfaces including counters and desks.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches, automatic door opener buttons.
- ✓ Wipe clean all standing height accessible horizontal surfaces including tops of AED boxes, top of fire extinguisher boxes, picture frames, and tops of monitors.
- ✓ Vacuum all walk off entry mats.
- ✓ Work room waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Vacuum concrete tile flooring.
- ✓ Vacuum carpet of visible dirt or debris.

Tasks to be performed IX per week:

- ✓ Wipe clean or brush vacuum tops of shared workstation overhead file cabinets.
- ✓ Vacuum entire carpeted area.
- ✓ Wet or damp mop concrete tile flooring.
- ✓ Office and shared workstation waste containers: Empty, replace liner, spot clean visible stains.

1st and 2nd Floor Staff Restrooms and Shower Restroom

Tasks to be performed daily:

- ✓ Clean and disinfect toilets, urinals, and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Tasks performed IX per week:

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab handles.

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- ✓ Single Stall restrooms: clean subway tile – polish top of tile trim.
- ✓ Shower restroom: Clean subway tile – polish top of tile trim.
- ✓ Shower restroom: Clean and disinfect shower stall, floor, and faucet.

1st Floor Break Room**Tasks to be performed daily:**

- ✓ Clean and sanitize all horizontal furniture and surfaces – tables, chairs, bar height counter, counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean and polish cook top range.
- ✓ Clean top and front of microwave oven.
- ✓ Clean and polish stainless steel refrigerator/freezer doors and handles.
- ✓ Concrete tile floor – Vacuum and wet/damp mop floor.
- ✓ Vinyl floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Wash any visible stains on glass of windows, doors, and relites.
- ✓ Refill soap dispensers and restock paper products as necessary.

2nd Floor Break Room**Tasks to be performed daily:**

- ✓ Clean and sanitize all horizontal furniture and surfaces – tables, chairs, counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean and polish stainless steel refrigerator/freezer doors and handles.
- ✓ Vinyl floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, change liners – spot clean visible stains.
- ✓ Clean top and front of microwave oven.
- ✓ Refill soap dispensers and restock paper products as necessary.

Garbage, Recycling, and Waste Removal**Tasks to be performed daily:**

- ✓ All garbage, recycling, and waste collected during the completion of duties at City Hall shall be moved to and disposed of in the City owned garbage and recycling containers located across the driveway east of City Hall building.

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Location B: Town Square – Hangar Building
6728 NE 181st St
Kenmore, WA 98028



Routine Cleaning: The Hangar Building shall be serviced seven (7) days per week; Sunday through Saturday between the hours of 9:00 PM and 5:00 AM.

Hangar Procedures:

- ✓ Sign in with signature at the Hangar's custodial operations binder upon arrival.
- ✓ Sign out with signature at the Hangar's custodial operations binder when all Hangar cleaning duties have been completed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.
- ✓ Turn off lights in areas of work that are completed.

City of Kenmore**Otter and Beaver Room****Tasks to be performed daily:**

- ✓ Polished concrete floors – sweep or vacuum.
- ✓ Wash, spot clean visible stains on interior windows and glass.
- ✓ Wash, spot clean visible stains on both sides of Beaver room glass.
- ✓ Wipe clean standing height accessible ledges of window and “garage” door frames- Garage door horizontal frame to be cleaned are 1st, 2nd, and 3rd row.
- ✓ Wipe clean all hard furniture (tables, end tables, chairs, benches).
- ✓ Wipe clean all accessible horizontal surfaces including counters, ledges, tops of AED box, top of fire extinguisher boxes.
- ✓ Wipe clean all door handles (interior and exterior), exit hardware, push bars, high touch point areas, light switches, automatic door opener (ADA) buttons.
- ✓ Vacuum all walk off entry mats.
- ✓ Arrange, straighten, and vacuum club chairs.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Clean and polish drinking fountain bowls, accessories, and stainless backsplash hardware.
- ✓ Machine clean polished concrete flooring.

Hangar Restrooms**Tasks to be performed daily:**

- ✓ Clean and disinfect toilets, urinals, and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors and glass and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.
- ✓ Clean and disinfect baby changing station interior and exterior.

Tasks performed IX per week:

- ✓ Thoroughly clean and disinfect all partitions, walls, doors, handles, and ADA grab bars.
- ✓ Polish metal toilet partitions with stainless steel or other appropriate commercially available cleaner to leave a haze-free and stain-free finish.

Garbage, Recycling, and Waste Removal

City of Kenmore

Tasks to be performed daily:

- ✓ All garbage, recycling, and waste collected during the completion of duties at the Hangar Building shall be moved to and disposed of in the Flyway buildings' garbage and recycling containers located near Flyway's parking garage entrance.

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Location C: Kenmore Public Works Office
 6700 NE 181st St
 Kenmore, WA 98028



Routine Cleaning: The Public Works Office shall be services five (5) days per week; Sunday through Thursday between the hours of 7:00 PM and 2:00 AM

Public Works Office Procedures:

- ✓ Sign in with signature at the Public Works Office custodial operations binder upon arrival.
- ✓ Sign out with signature at the Public Works Office custodial operations binder when all Public Works Office cleaning duties have been completed.
- ✓ Check binder for printed notes or communication from the City.
- ✓ Make notes of consumable supplies used that night and/or consumables that are running low on stock in operations binder.
- ✓ Make notes of any emergent repair or maintenance needs.
- ✓ Exterior doors must not be left propped open and unattended at any time.
- ✓ Close any open exterior windows.
- ✓ Verify that exterior entry doors are closed and locked at the end of shift.
- ✓ Turn off lights in areas of work that are completed.

Office/Workspace Areas**Tasks to be performed daily:**

- ✓ Wash, spot clean accessible interior windows and glass.
- ✓ Wipe clean all hard furniture and edges (tables, end tables, chairs, benches).

City of Kenmore

- ✓ Wipe clean all accessible horizontal work surfaces including counters, desks, and tops of standing height file cabinets.
- ✓ Wipe clean all door handles, exit hardware, high touch point areas, light switches.
- ✓ Vacuum all walk off entry mats.
- ✓ Waste containers: Empty, replace liner, spot clean visible stains.
- ✓ Sweep and wet or damp mop hard flooring.

Breakroom & Kitchen**Tasks to be performed daily:**

- ✓ Wipe clean and sanitize all horizontal furniture and surfaces – tables, chairs, and counter tops.
- ✓ Kitchen sink and faucet – wipe clean and sanitize.
- ✓ Clean top, sides, and face of microwave oven.
- ✓ Clean refrigerator/freezer doors and handles.
- ✓ Hard surface floor: Sweep and wet/damp mop.
- ✓ Waste containers: Empty, replace liners – spot clean visible stains.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.

Restroom and Shower Room**Tasks to be performed daily:**

- ✓ Clean and disinfect toilet and flush devices.
- ✓ Clean and disinfect sinks, counters, doors, handles, light switches.
- ✓ Clean and disinfect partitions, walls, and ADA grab handles/bars.
- ✓ Clean and disinfect the exteriors of all dispensers.
- ✓ Refill soap dispensers and restock paper products as required.
- ✓ Clean mirrors, glass, and their frames.
- ✓ Waste container: Empty, replace liner, disinfect trash receptacle.
- ✓ Sweep or vacuum floor.
- ✓ Mop floor with appropriate cleaner and/or disinfectant.
- ✓ Change mop solution or use clean damp mop for each restroom.

Tasks to be performed IX per week:

- ✓ Clean and disinfect shower stall, floor, and faucet.

Garbage, Recycling, and Waste Removal**Tasks to be performed daily:**

- ✓ All garbage, recycling, and waste collected during the completion of duties at the Kenmore Public Works Office shall be moved to and disposed of in the City owned garbage and recycling containers located across the driveway east of City Hall building.

ATTACHMENT "B"**Quality Standards of Performance and Workmanship**

The intent of this portion of the specifications is to clarify the City's expectation for the level of service and janitorial care of the City of Kenmore facilities. The following statements indicate the general, minimum standards of cleanliness and workmanship to be furnished under the contract however, these standards are not meant to replace or supersede manufacturers' recommendations, or the latest industry standards for the use and application of materials and equipment.

The level of service, as outlined in these specifications, shall be consistently maintained for the duration of the contract.

Entry Areas (including covered exterior entrance areas)

Satisfactory and acceptable entry areas, including exterior foyers, entry ramps, stairways, and interior lobbies, shall be free of dirt, dust, debris, trash and stains. Acceptable entry areas shall present a clean, uniform appearance.

- ✓ All paper, trash, or other discarded materials shall be disposed of in the appropriate recycling or trash container.
- ✓ Vertical surfaces of exterior foyers shall be cleaned as necessary to remove cobwebs, dirt, dust, and other loose or foreign material.
- ✓ Interior and exterior entry areas shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Hard surface floor, carpet, and entry mat stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Entry doors and door glass shall be cleaned inside and out to remove fingerprints, smudges, spots, streaks, etc.
- ✓ Common area Counter tops, desks and tables shall be dusted and wiped down to remove fingerprints, smudges, spots and streaks, etc.
- ✓ Items moved during entry area cleaning operations shall be returned to their original location. The City will provide pre-written notes to place on surfaces deemed too cluttered to clean effectively.

Floor Care (except kitchens, restrooms and elevator car)

Carpet - Satisfactory and acceptable carpet areas shall be free of dirt, dust, debris, litter, spots and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- ✓ Carpeted areas shall be thoroughly vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

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- ✓ Every effort shall be made to remove carpet spots and stains with an appropriate stain-removing product. Stains include, but are not limited to, coffee, grease, gum, oil, and tar.
- ✓ Baseboards shall be cleaned to remove scuffs and smudge marks.

Hard Surface Floors - Satisfactory and acceptable hard surface floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- ✓ Hard surface floors shall be dust mopped or swept to remove dirt, dust, soil, liquids, and debris or other foreign materials prior to damp or wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, other corners and crevices, and tracks and runners.
- ✓ Hard surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

Tile - Satisfactory and acceptable tile and grout floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- ✓ Tile floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Tile surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Grout shall be scrubbed, when necessary, using a brush to prevent build up and discoloration.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

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Interior concrete flooring - Satisfactory and acceptable concrete floors shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains and streaks.

- ✓ Concrete floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet machine scrubbing. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- ✓ Concrete floors shall be machine scrubbed with water and a stiff nylon bristled scrub disk.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet scrubbing operations.
- ✓ Concrete surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

Glass - Satisfactory and acceptable glass, mirror, or vitreous surfaces shall be free from smears, smudges, fingerprints, spots, and streaks etc. Acceptable glass shall present a clean, clear, uniform appearance. Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.

- ✓ Items moved during glass cleaning operations shall be returned to their original location.
- ✓ Window Spot Cleaning - Satisfactory and acceptable windows shall be free of all dirt, soil, smudges, fingerprints, from smears, spots, and streaks and film or any other foreign substances. Acceptable windows shall present a clean, clear uniform appearance.
- ✓ Window surfaces shall be spot cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Items moved during window cleaning operations shall be returned to their original location.

Dusting - Low dusting (up to 6 feet in height) and high dusting (over 6 feet in height) Satisfactory and acceptable low and high dusting areas shall be free of cobwebs, dirt, dust, smears, smudges, spots, stains, and streaks.

- ✓ Cobwebs, dirt, dust, and other laden airborne matter shall be removed by either chemical, manual, or mechanical means. Devices that merely displace or redistribute matter, such as feather dusters, will not be used unless treated to attract and hold the matter.
- ✓ Surface smears, smudges, spots, stains, and streaks created as a result of dusting activities shall be removed immediately with an appropriate cleaner.

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- ✓ Ductwork and vents, including ceiling and wall-mounted air diffusers and return air grills, and exposed lighting fixtures shall be dusted and/or “brush vacuumed” as part of high dusting operations.
- ✓ Items moved during low and high dusting operations shall be returned to their original location.
- ✓ Low dusting to be done as indicated on the schedule.
- ✓ High dusting to be done monthly, during the first week of the month.

Window blinds and shades - Satisfactory and acceptable window blinds and shades and room dividers should be free of dirt, dust, debris, and stains. Acceptable window blinds and shades and room dividers shall present a clean, uniform appearance.

- ✓ Blinds shall be vacuumed using tools designed for cleaning blinds.
- ✓ Window shades shall be cleaned in-place whenever possible using an appropriate method. When it is more expeditious, effective, or safer to do so, shades may be removed for cleaning.

Kitchens, kitchenettes, and lunchrooms - Satisfactory and acceptable kitchens, kitchenettes, and lunchrooms shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ All surfaces, including floors, in this section shall be cleaned using a “restaurant grade” or other appropriate disinfectant cleaner.
- ✓ Surfaces shall be damp wiped with appropriate disinfectant cleaning product to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include but are not limited to appliance exteriors (all sides), cabinets, ceilings, countertops, faucets, fixtures, handles, hood fans, sinks, tables and chairs, trash containers, and walls (including the legs of all the above). Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain “wet” for a minimum of 10 minutes or per manufacturer’s recommendation.
- ✓ Sinks shall be scrubbed and cleaned daily to remove any grime and build up around drain.
- ✓ Surfaces shall be free of material containing living bacteria, viruses, or other contaminations that can cause infections.
- ✓ Chrome or stainless appliances and fixtures shall also be polished to remove surface spots, fingerprints, smudges, streaks, and watermarks etc. Surfaces will present a clean, uniform shining appearance free of all soil, marks, smudges, and streaks.
- ✓ Garbage disposals shall be run and rinsed out to remove food debris, grease, grime, spots, stains, and objectionable odors.
- ✓ Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose

City of Kenmore

material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

- ✓ Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution. Floor drains shall be clean and rinsed out after mopping.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from appliances, baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Floor stains shall be removed with an appropriate stain removal product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Product dispensers shall be checked and refilled daily. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, tissue, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during kitchen cleaning operations shall be returned to their original locations.

Restrooms and Shower Rooms - Satisfactory and acceptable restrooms and locker rooms shall present an overall clean appearance and be of “hospital” quality for sanitation. [flushing of paper towels is not acceptable] All surfaces, including floors, in this section shall be cleaned using the approved Disinfectant Cleaner. Surfaces shall be damp wiped with quaternary disinfectant cleaning product to remove all foreign materials including debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains.

- ✓ Surfaces include, but are not limited to cabinets, ceilings, countertops, faucets, fixtures, handles, mirrors, product dispensers, shower stalls (including ceilings, curtains, doors and mats, enclosures, fixtures, tile, grout, and walls), sinks, stall doors and partitions, tables and chairs, toilets, trash containers, urinals and walls.
- ✓ Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain “wet” for a minimum of 10 minutes or per manufacturer’s recommendation.
- ✓ Surfaces shall be free of material containing living bacteria, viruses, or other contaminations that can cause infections.
- ✓ Mirrors, product dispensers, and chrome or stainless fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
- ✓ Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

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- ✓ Floors shall be wet mopped using a quaternary disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- ✓ Once a week or as needed floors shall be gently scrubbed with a medium bristle brush.
- ✓ Floor drains shall be wiped clean of hair and other debris.
- ✓ Warning signs or barriers shall be posted during mopping operations for safety.
- ✓ Splash marks/spots shall be removed from baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
- ✓ Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- ✓ Product dispensers shall be checked and refilled on a daily basis. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, tissue, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during restroom/locker room cleaning operations shall be returned to their original locations.

Recycling and Trash - Satisfactory and acceptable recycling and trash collection shall be performed daily and result in refuse being deposited into the appropriate collection receptacle and clean trash containers returned to their original locations.

- ✓ Recycling and trash containers shall be cleaned as needed with an appropriate disinfectant to remove dirt, food waste, grease, grime, stains, streaks and objectionable odors.
- ✓ Trash liners shall be replaced on an as needed basis (replaced if soiled with liquid or food debris).
- ✓ Recycling cans shall have transparent liners.
- ✓ Trash cans shall have dark opaque (black) liners.
- ✓ Trash, recycling shall be deposited in the appropriate dumpster or bin.
- ✓ Items moved during recycling and trash collection operations shall be returned to their original locations.

Drinking Fountains - Satisfactory and acceptable Drinking Fountains shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ Surfaces shall be damp wiped with a quaternary disinfectant cleaning product to remove all foreign materials including debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains on all sides and surfaces of the fountain.

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Elevator Cars and Doors - Satisfactory and acceptable elevators shall be free of dirt, dust, debris, and stains. Acceptable elevators shall present a clean, uniform appearance.

- ✓ Interior and exterior vertical elevator cab surfaces shall be cleaned with an appropriate cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Elevator cab floors shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including corners, crevices, and door tracks, and carpeted elevator cab walls.
- ✓ Hard surface floor and carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee grease, gum, heel and scuff marks, oil, and tar.
- ✓ Chrome or stainless appliances and fixtures shall also be polished to remove fingerprints, streaks, and watermarks.

Furniture - Satisfactory and acceptable furniture surfaces shall be free of dirt, dust, debris, marks and film.

- ✓ Furniture and tables shall require dusting and/or damp wiping of surfaces.

Countertops and Sinks - Satisfactory and acceptable countertops and sinks shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas (WAC 246-215).

- ✓ All surfaces, including floors, in this section shall be cleaned using a “restaurant grade” or other appropriate disinfectant cleaner.
- ✓ Surfaces shall be damp wiped with appropriate disinfectant cleaning product to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include, but are not limited to cabinets, ceilings, countertops, faucets, fixtures, handles, sinks, tables and chairs, trash containers, and walls.
- ✓ Chrome or stainless fixtures shall also be polished to remove surface spots, fingerprints, smudges, streaks, and watermarks etc. Surfaces will present a clean, uniform shining appearance free of all soil, marks, smudges, and streaks.
- ✓ Product dispensers shall be checked and refilled daily. Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towels, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Contract Administrator. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- ✓ Items moved during kitchen cleaning operations shall be returned to their original locations.

City of Kenmore**Additional Contracted Service Options**

Carpet Cleaning - Satisfactory and acceptable carpet areas shall be free of cleaning residue, dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- ✓ Carpets shall be cleaned using Steam (hot water) extraction.
- ✓ Carpets shall be cleaned using appropriate products applied according to manufacturers' directions.
- ✓ Items moved during carpet cleaning operations shall be returned to their original locations.
- ✓ Carpets and surrounding flooring shall be left in a dry (depending on next expected time of use) and safe state.

Machine Scrub Hard Surface Floor Cleaning - Satisfactory and acceptable machine scrubbed hard surface floor areas shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains, and streaks. Acceptable machine scrubbed hard surface floors shall present a clean, uniform appearance.

- ✓ Hard surface floors shall be machine scrubbed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during machine scrubbing operations shall be returned to their original locations.
- ✓

Spray buff hard surface floor cleaning (except wood floors) - Satisfactory and acceptable spray buff hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable spray buffed floors shall present a "like new" waxed finish.

- ✓ Hard surface floors shall be spray buffed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during buffing operations shall be returned to their original locations.

Strip, seal, wax, and buff hard surface floor cleaning (except wood floors) - Satisfactory and acceptable stripped, sealed, waxed and buffed hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable floors shall present a glossy new "wet look" finish free of fogging and swirl marks.

- ✓ Hard surface floors shall be stripped, sealed, waxed and buffed using appropriate products and equipment as specified by manufacturers' directions.
- ✓ Items moved during waxing operations shall be returned to their original locations.

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Window Washing - Satisfactory and acceptable window glass shall be free from smears, spots, smudges, fingerprints, and streaks etc. Acceptable glass shall present a clean, clear, uniform appearance.

- ✓ Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks, and other foreign substances. All excess cleaners will be removed from surrounding trim and surfaces.
- ✓ Items moved during glass cleaning operations shall be returned to their original location

City of Kenmore

Proposal - Form #I

Company Information and Executive Summary

To: City of Kenmore

From: Contractor Name Armstrong ServicesContract Signer Authority Ryan SturgisContractor Project Lead Elisa SalazarContractor Address 607 SE Everett Mall Way Suite 28City, State, Postal Code Everett Wa 98208Telephone Number 425.778.1700Email Address info@armstrongresponds.com

I. Response:

In response to the City's Request for Proposal, we offer the following:

RFP# 24-C3080 Janitorial Services for City Facilities

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City's Request for Proposal.

3. Executive Summary:

Armstrong Services, with over 20 years of proven expertise in the building service industry, is pleased to present our bid for the City of Kenmore janitorial contract. Our extensive experience and commitment to excellence make us a trusted partner for this vital project.

Company Overview:

Founded on the principles of quality and reliability, Armstrong Services has become a leader in the building service industry. Our team of skilled professionals brings decades of collective experience, ensuring that each project we undertake is executed with precision and care. We specialize in a wide range of services, including building maintenance, janitorial services, day porter services, pressure washing, paint and wall repair, window washing, floor care maintenance.

Key Strengths:

- **Experience:** Over two decades of industry experience, with a portfolio that includes successfully completed contracts for both public and private sector clients.
- **Sustainability:** Committed to offering sustainable solutions and products to ensure minimal environmental impact.
- **Quality Assurance:** A robust quality control process that ensures all services meet the highest standards of excellence.
- **Innovation:** Commitment to adopting the latest industry practices and technologies, enhancing efficiency and service delivery.
- **Client-Centric Approach:** Strong focus on customer satisfaction, with tailored solutions designed to meet the specific needs of each client.

Project Understanding:

We recognize the unique requirements of the City of Kenmore and are well-prepared to deliver a service that aligns with your operational goals. Our approach will ensure minimal disruption to your daily operations while maintaining a safe, clean, and well-maintained environment.

Commitment to Excellence:

At Armstrong Services, we pride ourselves on our dedication to exceeding client expectations. Our team is committed to delivering superior service, on time and within budget, ensuring that your facilities are maintained to the highest standards.

Conclusion:

Armstrong Services is uniquely qualified to provide the building services required by the City of Kenmore. We are confident that our experience, commitment to quality, and client-focused approach make us the ideal partner for this contract. We look forward to the opportunity to collaborate and contribute to the continued success of the City of Kenmore.

City of Kenmore

Name: Ryan Sturgis

Signed: *Ryan Sturgis*

Title: President

Dated: 08/15/2024

Form #2 – Cost Proposal
RFP# 24-C3080 Janitorial Services for City Facilities

Name of Contractor: Armstrong Services

The following price proposal sheet contains a frequency for each specific service. The Contractor shall submit prices based on frequencies listed within the Scope of Services (Attachment “A”).

Annual Cost for routine services at City Hall	\$75,368.28
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Annual Cost for routine services at the Hangar Building	\$26,348.40
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Annual Cost for routine services at the Public Works Operation Office	\$17,313.36
--	-------------

Grand Total Annual Cost for routine services provided at <u>all</u> locations	\$119,030.04
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Discretionary Request (work outside the included requested services Attachment “A” Scope of Services) Hourly Rates

Hourly Rate	\$50.00
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	Sun		Mon		Tues		Wed		Thurs		Fri		Sat	
Location:	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor
City Hall	2x/2hrs	1hr	2x/2hrs		2x/2hrs	1hr	2x/2hrs		2x/3hrs	1.5hrs				
Hangar Building	1hr		1hr	0.5hr	1hr		1hr	0.5hr	1hr	0.5hrs	1hr		1hr	0.5hr
Public Works	1hr		1hr		1hr		1hr		1hr	0.5hrs				

City of Kenmore

Attachment "C"

NON-COLLUSION CERTIFICATE

STATE OF Washington)

ss.

COUNTY OF King)

The undersigned being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

Request for Proposal RFP#24-C3080 Janitorial Services for City Facilities

 Armstrong Maintenance LLC (DBA Armstrong Services)

(Name of Firm)

By: Ryan Sturgis

(Authorized Signature)

Title: PresidentSworn to before me this 15 day of August 2024.

Notary Public

ATTACHMENT "D" SAMPLE CONTRACT**City of Kenmore Contract #: 24-CXXX**

Authorized Amount:

Date Start:

Date End:

AGREEMENT FOR SERVICES – CONTRACTOR

[Use for Contractor Services (i.e., Maintenance) that are not part of a public works project/Do not use for Professional/Consultant Services]
[INSERT PROJECT NAME/DESCRIPTION]

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and [Insert Contractor's Company Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

RECITALS:

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

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:**1. Scope and Schedule of Services to be Performed by Contractor.**

Contractor shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. 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 perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not the City's exclusive provider of these services and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be

City of Kenmore

performed in accordance with generally accepted professional practices in effect at the time such services are performed

2. Time of Completion.

Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services [Enter either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.].

3. Compensation and Method of Payment.

The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit "C," attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed [SPELL OUT MAXIMUM AMOUNT (\$ _____)], including applicable Washington State Sales Tax, for the services contemplated in this Agreement. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

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

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

B. Final Payment: Waiver of Claims. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Prevailing Wages.

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply

City of Kenmore

with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. Changes.

The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in Subsection A through E of the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims.

If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

City of Kenmore

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

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. **Limitation of Actions.**

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE

THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing [10/01/2024] and ending [12/31/2026] unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor.

Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification.

- A. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

City of Kenmore

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

10. Insurance.

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

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

- i. 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.
- ii. 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.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

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

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

City of Kenmore

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- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. 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.

13. City's Right of Inspection and Audit.

- A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. 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.

City of Kenmore**14. Contractor to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

15. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

16. 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 Contractor pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Contractor 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 Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor 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.

17. Force Majeure.

City of Kenmore

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement 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. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

18. Discrimination Prohibited.

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

19. 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. Any assignment made without the prior approval of the City is void.

20. 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.

21. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business,

City of Kenmore

equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to the following address:

17509 Driftwood Dr E

Lake Tapps, Wa 98391

Phone No.: 425.778.1700

Email: info@armstrongresponds.com

24. 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.

25. Severability.

City of Kenmore

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CONTRACTOR:**CITY OF KENMORE:**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kenmore City Attorney's Office

City of Kenmore

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

City of Kenmore

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

City of Kenmore

CITY OF KENMORE
BILLING INVOICE

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: Armstrong Services

Mailing Address: 17509 Driftwood Dr E

Telephone: (425) 778.1700

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

City of Kenmore

Approved for Payment by: _____ Date: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

or

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number									
8	2	-	5	5	0	6	4	1	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

City of Kenmore

Sign Here	Signature of U.S. person ▶	Date ▶
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City of Kenmore

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

Janitorial Services for City Facilities

City of Kenmore

Cat. No. 10231X
Form **W-9** (Rev. 10-201)

City of Kenmore

Nondiscrimination Agreement.

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

1. Compliance with Regulations

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

2. Nondiscrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Noncompliance

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

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

6. Incorporation of Provisions

City of Kenmore

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

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

City of Kenmore

ATTACHMENT "E"
DISCRETIONARY WORK REQUEST – Required Information

TO BE COMPLETED BY THE CITY:

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

Location: _____

Describe Requested Work: _____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action: _____

Janitorial Services for City Facilities

City of Kenmore

Cost Estimate: _____

Proposed Schedule: _____

Contractor's Signature

Date

Janitorial Services for City Facilities

City of Kenmore

AUTHORATION TO PROCEED:

City of Kenmore Signature

Date

Work Plan & Employee Training:

All Armstrong Services team members receive training that consists of the following categories. These online courses are presented by Diversey, Betco and ISSA. Once online courses are completed, there is a minimum of 2 weeks training in the field provided by the supervisor team. Training is ongoing on a quarterly basis unless additional instruction is required sooner. We encourage all teammates to request additional training at any time should they feel necessary.

- Proper restroom cleaning and disinfection
- Daily floor care maintenance
- Bloor borne pathogen
- Daily disinfection and sanitization
- Carpet spotting and maintenance
- Worker Safety
- Slip & Fall Prevention

Project Manager & Work Supervision:

Elisa Salazar has been in the custodial, hospitality and healthcare industry for over a decade. Prior to arriving at Armstrong Services 3 years ago, she was the EVS Lead at Palomar Medical Center in Escondido California. Due to her outstanding dedication to our clients and Armstrong, she was promoted to Director of Operations at Armstrong Services in May of 2023.

We have set forth a supervisor schedule for each location as follows. However, should additional daily support be needed, we can provide additional support for the City of Kenmore and our teammates.

	Sun		Mon		Tues		Wed		Thurs		Fri		Sat	
Location:	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor	Janitor	Supervisor
City Hall	2x/2hrs	1hr	2x/2hrs		2x/2hrs	1hr	2x/2hrs		2x/3hrs	1.5hrs				
Hanger Building	1hr		1hr	0.5hr	1hr		1hr	0.5hr	1hr	0.5hrs	1hr		1hr	0.5hr
Public Works	1hr		1hr		1hr		1hr		1hr	0.5hrs				

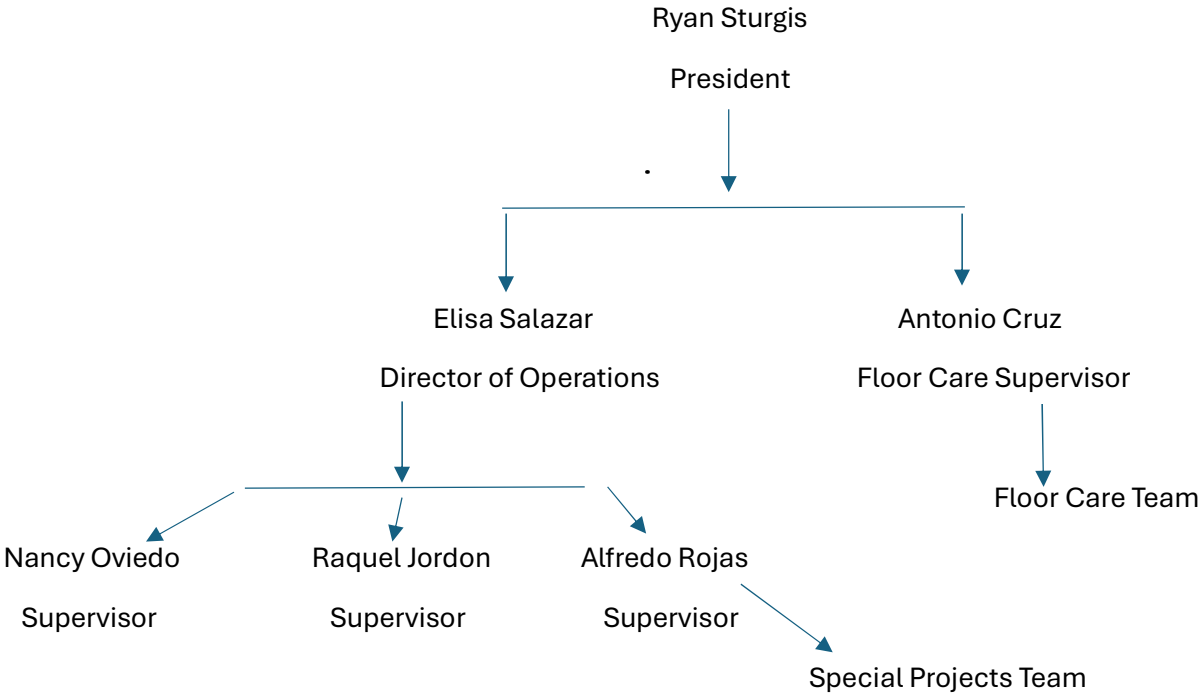
References:

- CBRE/Providence - Hilary Williams 425.417.8732
Hilary.williams@cbre.com
12 Providence Medical Buildings under contract.
- Snohomish County 911 - Marlin Herilaga 425.407.3925
mherolaga@sno911.org
3 Snohomish County 911 buildings under contract.
- JSH/Verdant Health Commission - Jim Forenza 425.679.0525
jimf@jshproperties.com
2 Verdant Health Commission Buildings
- Port of Edmonds – Chris Osterman 425.673.2008
ap@portofedmonds.org

Ryan Sturgis
President

Ryan Sturgis

Organizational Chart:



Each supervisor is assigned accounts in their area of responsibility. We have a supervisor available and on duty from 6am to 3am daily.

Equipment Inventory:

- 4 company vehicles, 2 pickups & 2 vans
- 60 ProTeam backpack vacuums
- 7 auto scrubbers
- 10 floor machines. 17" & 20"
- 3 Square orbital machines
- 5 carpet extractors
- 7 – 3500psi+, pressure washers
- 2 highspeed burnishers
- Cans, carts, trucks, mopping equipment
- 2 Electrostatic Sprayers
- 1 Steam machine

Relevant Project Experience:

- Armstrong Services has been working with government municipalities, property management firms, healthcare facilities and property owners since 1988. We strive to exceed customer expectations every day, and because of this many of our clients have been with us for over 10 years. The following is just some of the clients we partner with today.

Port of Edmonds

Snohomish County 911

Verdant Health Commission

Kruger Medical

Providence Medical

CBRE

JSH

JLL

Sterling Properties

The Evans Company

Baxter Medical

Ember Management Services

Green & Sustainable Cleaning:

- As the world continues to evolve into a more sustainable future, Armstrong Services has tried to stay on the leading edge of sustainability. We have trained with LEED Certified Trainers (Leadership in Energy and Environmental Design certification) to help us continue being a good steward of this community.

Cleaning Chemicals:

- We provide our cleaners sustainable cleaning chemicals certified with any or all of the following certifications. Green Seal, EcoLogo, DFE (Designed for The Environment), Safe Choice. Although there are times when a sustainable product is not the right fit for the task, we will always try to stay within a Green program.

Consumables:

- Armstrong Services will encourage all our clients to go with sustainable consumables. Towel and tissue that are supplied to Armstrong Services are manufactured in Woodland Wa, requiring a very small carbon footprint for freight, and are manufactured FSC Recycled Certified. These products are 100% either post-consumer or pre-consumers recycled content.
- Can Liners. Armstrong Services uses liners that are 100% post-consumer recycled content. We have found these liners to be extremely durable and cost competitive. We can supply compostable liners, however if the contents in the liner are not approved by Cedar Grove as compostable these liners will end up in the waste stream.

Ryan Sturgis
President





City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Adopt Ordinance No. 24-0614, 2025-2030
Capital Improvement Program for Parks,
Transportation, Surface Water
Management and City Facilities

Proposed Council Action/Motion:

Adopt Ordinance No. 24-0614, 2025-2030
Capital Improvement Program for Parks,
Transportation, Surface Water
Management and City Facilities

For Council Meeting Agenda of: 10/14/2024

Departments: City Manager, Finance and Admin,
Engineering, Environmental Services, Public Works,
Community Development

Prepared by:

Julie Yinger, Accountant
Melinda Merrell, Finance & Admin Director
John Vicente, City Engineer
Richard Sawyer, Environmental Services Director
Jennifer Gordon, Operations Director
Debbie Bent, Community Development Director

Initial & Date

Approved by Department Head:	<u>MM 10/2/24</u>
Approved by City Attorney:	<u>NA</u>
Approved by Finance Director:	<u>MM 10/2/24</u>
Approved by City Manager:	<u>RK 10/2/24</u>

Exhibits/Attachments:

Attachment 1: Proposed Ordinance No. 24-0614
Proposed Capital Improvement Program (CIP),
including Exhibit A (Capital Improvement Program)
Attachment 2: Park Capital Improvement Program
Attachment 3: Park Narratives
Attachment 4: Transportation Capital Improvement
Program
Attachment 5: Transportation Narratives
Attachment 6: Surface Water Management Program
Attachment 7: Surface Water Management Narratives
Attachment 8: City Facilities Capital Improvement
Program
Attachment 9: City Facilities Narratives
Attachment 10: REET Fund Projections
Attachment 11: Park Impact Fee Fund Projections
Attachment 12: Transportation Impact Fee Fund
Projections
Attachment 13: King County Parks Levy Projections

Summary:

Adoption of the Ordinance No. 24-0614 is to occur at the October 14, 2024 City Council meeting. The proposed CIP was presented for the City Council's review and discussion on September 30, 2024. A Public Hearing was held to receive public comment on the Proposed 2025-2030 Capital Improvement Program (CIP) on October 7, 2024.

Information/Background:

The current 2023-2028 Six-Year Capital Improvement Program (CIP) was adopted by [Ordinance 23-0594](#) on September 11, 2023, and [Ordinance 23-0598](#) on November 13, 2023.

The 2025-2030 Capital Improvement Program (CIP) has been updated to reflect the addition of new Parks, Transportation and Surface Water Management projects, as well as increases and decreases to existing projects based on updated estimates for completion. The first two years of this proposed CIP (2025 and 2026) will be incorporated into the Biennial Budget.

Complete proposed Park, Transportation, Surface Water Management and City Facility Capital Improvement Programs are illustrated with cash flow projections for Park Impact Fees, Transportation Impact Fees, Real Estate Excise Tax (REET), and the King County Parks Levy.

Projects added/substantially changed to the 2025-2030 CIP include the following:

PARKS

- **P 32 Moorlands Athletic Field Turf Replacement.** Project costs of \$775,000 have been pushed out from 2025-2027 to 2028-2030.
- **P 34 Accessible Playground Feasibility Study.** This new project adds \$60,000 over 2025 and 2026 and is funded from Park Impact Fees.

TRANSPORTATION

- **T 8 Burke Gilman Trail/SR522 Accessibility Project.** \$240,500 in Connecting WA funding added to the 2025 CIP.
- **T 27 Pedestrian Facilities Program.** Project pushed out to start in 2027.
- **T 44 61st AVE Sidewalk Replacement Project (Phase 1).** \$304,738 in REET and \$2,500,000 in a pending TIB Grant are added to this project.
- **T 276 61st AVE Sidewalk Replacement Project (Phase 2).** Additional REET funds of \$304,738 have been added to the 2025 CIP and new pending FEMA Grant for \$1,500,000.
- **T-xxx Juanita Drive Tree Removal/Replacement.** This new project is funded by \$200,000 in REET.
- **T 252 ADA Transition Program.** Funding increased by \$150,000 in REET.
- **T 253 NE 181st Sidewalk Project.** This new project is funded by \$1,485,000 from Sound Transit, \$176,500 from REET and \$100,819 from Transportation Impact Fees.

- **T 260 80th AVE NE Sidewalk Project.** This new project adds \$2.5M to the CIP and is funded by \$2.1M from WSDOT and additional funds from REET and Transportation Impact Fees.
- **T 261 NE 192nd ST Sidewalk Project.** This new project adds \$1.1M to the CIP and is funded by \$740,900 from WSDOT Safe Routes to Schools and additional funds from REET and Transportation Impact Fees.
- **T 262 Arrowhead Project.** This new project adds \$2.3M to the CIP and is funded by \$1.9M from WSDOT Safe Routes to Schools and additional funds from REET.
- **T 266 84th AVE NE Sidewalks.** This new project adds \$3.4M to the CIP and is funded by \$3.1M from Move Ahead WA and additional funds from REET and Transportation Impact Fees.
- **T-xxx 66th/196th Slope Stability Project.** This new project adds \$1M to the CIP and is funded by Transportation Impact Fees.

SURFACE WATER MANAGEMENT

- **SW 8 190th ST Fish Passage Culvert Debt Payments.** Loan payments increasing in 2025 and beyond due to additional \$837K draw on construction loan.
- **SW 274 Little Swamp Creek Relocation.** This project is being pushed out to start in 2027.
- **Future Stormwater Facility Retrofits.** This new project adds \$1.2M to the CIP and is funded by Surface water management service charge revenues, capital facility charge revenues and additional grant funds.
- **SW 261 192ND SC Trib Fish Passage Culvert Replacement.** This project adds \$765,000 to the CIP and has been pushed out 2 years.
- **SW 268 175TH Trib 0056 Fish Passage Culvert Replacement.** This project adds \$2.9M to the CIP and is funded by grants.
- **SW 278 Thomas Property Acquisition.** This new project adds \$625,000 to the CIP and a King County Conservation Futures Grant will be applied for to fund this project.
- **SW 282 Swamp Creek Property Acquisition.** This new project adds \$850,000 to the CIP and a King County Conservation Futures Grant will be applied for to fund this project.

CITY FACILITIES

- **Public Works Operations Center (PWOC).** This project will begin the Design & Construction phase in 2025. Limited Tax General Obligation Bonds for \$4.6M was obtained in 2024. Additional Limited Tax General Obligation Bonds for \$12.6M are projected to be obtained in late 2024 or early 2025. Repayment of the debt will come from the SWM Fund and REET.

Fiscal Consideration:

The City's goal is to adopt and maintain a fiscally balanced Capital Improvement Program that can be used by staff to prioritize and pursue projects. The CIP balances City resources including Park and Transportation Impact Fees, Real Estate Excise Tax, General Fund revenues, Surface Water Utility fees, King County Park Levy funds, and grant funds. While a project may show need in future years

for grant funds to complete, the project and budget is considered "balanced" and provides a tool to pursue outside funding. The CIP should be considered a programming document with the City of Kenmore adopted budget being the document that appropriates funds for project expenditures.

The adopted Capital Improvement Program includes 43 individual projects which total \$105,885,212 over the six-year planning horizon. The project costs and funding sources are displayed in Attachments 2, 4, 6 and 8. Also attached are projections of Real Estate Excise Taxes, Park Impact Fees, Transportation Impact Fees and King County Park Levy which are Attachments 10, 11, 12 and 13.

City Council Priority or Budget Objective Being Addressed:

The Capital Improvement Program is consistent with Council Goals, specifically:

- Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.
- Enhance multimodal transportation, including pedestrian and bicycle safety.
- Continue to seek opportunities to activate the Lakepointe property.
- Promote sustainable economic development.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0614**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADOPTING A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a Proposed 2025-2030 Six-Year Capital Improvement Program was submitted to the City Council and the City Clerk on September 30, 2024; and

WHEREAS, the City Council scheduled and held a Public Hearing on the Proposed 2025-2030 Six-Year Capital Improvement Program on October 7, 2024.

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

Section 1. Adoption of City of Kenmore, Washington Capital Improvement Program. The City of Kenmore hereby adopts a new City of Kenmore, Washington, Capital Improvement Program, attachment as Exhibit "A."

Section 2. City of Kenmore, Washington, Capital Improvement Program. To the extent the City of Kenmore, Washington, Capital Improvement Program ("Capital Improvement Program") is different from the Capital Facilities Element of the City's Comprehensive Plan, including but not limited to the Capital Facilities Plan portion thereof ("Capital Facilities Element"), the Capital Improvement Program shall supersede and amend the Capital Facilities Element accordingly.

Section 3. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance 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 the publication.

ADOPTED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 14th DAY OF October 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

**CITY OF KENMORE, WASHINGTON
CAPITAL IMPROVEMENT PROGRAM
PROPOSED FOR THE YEARS 2025-2030**

EXPENDITURES	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
PARKS						
P 18 Rhododendron Park - Sign Replacement	-	-	28,000	-	-	-
P 27 'a d i s Park Waterfront	60,000	60,000	60,000	60,000	60,000	60,000
P 28 Log Boom Park Waterfront Access & Mitigation	50,000	50,000	50,000	50,000	50,000	50,000
P 30 Rhododendron Park Boathouse Pavilion	3,200	3,200	-	-	-	-
P 32 Moorlands Athletic Field Turf Replacement	-	-	-	30,000	15,000	730,000
P 34 Accessible Playground Feasibility Study	30,000	30,000	-	-	-	-
Total Parks	\$143,200	\$143,200	\$138,000	\$140,000	\$125,000	\$840,000
TRANSPORTATION						
T 8 Burke Gilman Trail/SR522 Accessibility Project	240,500	1,424,075	75,925	-	-	-
T 27 Pedestrian Facilities Program	-	-	425,000	425,000	425,000	425,000
T 35 Pavement Preservation	625,000	1,100,000	225,000	1,100,000	225,000	1,100,000
T 37 West Sammamish River Bridge Replacement	-	-	-	-	-	-
T 38 Lower Swamp Creek Bridge Replacement	646,864	634,801	3,028,257	288,200	-	-
T 41 Juanita DR Pedestrian & Bicycle Safety Improvements	25,000	-	-	-	-	-
T 44 61st Ave Sidewalk Replacement Project (Phase 1)	2,864,489	893,329	-	-	-	-
T 276 61st Ave Sidewalk Replacement Project (Phase 2)	230,372	561,866	3,063,090	1,409,410	50,000	50,000
T xxx Juanita Dr Tree Removal/Replacement	200,000	-	-	-	-	-
T 252 ADA Transition Program	400,000	150,000	650,000	650,000	650,000	650,000
T 253 NE 181st St Sidewalk Project	278,500	149,403	1,219,416	115,000	-	-
T 260 80th Ave NE Sidewalk Project	389,542	2,080,373	-	-	-	-
T 261 NE 192nd St Sidewalk Project	217,752	171,582	628,936	112,150	-	-
T 262 Arrowhead Project	345,228	1,759,553	163,499	-	-	-
T 266 84th Ave NE Sidewalks	50,000	315,000	425,000	2,612,000	30,000	-
T-xxx 66th/196th Slope Stability Project	-	-	-	350,000	700,000	-
Legal Expenses for Claims	100,000	100,000	100,000	100,000	100,000	100,000
Project Management	145,000	150,000	156,000	163,000	170,000	170,000
Total Transportation	\$6,758,247	\$9,489,982	\$10,160,123	\$7,324,760	\$2,350,000	\$2,495,000
SURFACE WATER MANAGEMENT						
SW 8 190th St. Fish Passable Culvert Debt Payments	95,000	95,000	95,000	95,000	95,000	95,000
SW 0274 Little Swamp Creek Relocation	-	-	1,000,000	471,660	471,660	3,773,280
SW 0280 2025 Small Works Project	79,500	-	-	-	-	-
SW 0281 2026 Small Works Project	-	83,500	-	-	-	-
2027 Small Works Project	-	-	86,800	-	-	-
2028 Small Works Project	-	-	-	89,000	-	-
2029 Small Works Project	-	-	-	-	91,200	-
2030 Small Works Project	-	-	-	-	-	93,500
SW 0275 Infiltration Tank Retrofit at 61st Ave NE/NE 196th St	530,000	-	-	-	-	-
Future Stormwater Facility Retrofits	-	-	578,800	-	608,100	-
SW 0283 Blueberry Creek Culvert Removal	125,000	125,000	-	-	-	-
SW 0254 Muck Creek Restoration Project	1,250,000	-	-	-	-	-
Future Restoration Projects (Land Acquisition, Demo, Restoration)	-	46,100	810,300	830,500	851,300	872,600
SW 0261 192ND SC Trib Fish Passage Culvert Replacement	350,000	350,000	1,800,000	-	-	-
SW 0273 163RD Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	25,000	358,080	1,732,320	-
SW 0272 76TH Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	25,000	316,420	1,565,680	-
SW 0270 74TH Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	451,800	2,007,200	-	-
SW 0271 74TH Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	449,660	1,998,640	-	-
SW 0267 169TH Samm Trib Fish Passage Culvert Replacement	226,410	226,410	1,811,280	-	-	-
SW 0268 175TH Trib 0056 Fish Passage Culvert Replacement	957,630	957,630	6,050,740	-	-	-
SW 0278 Thomas Property Acquisition	625,000	-	-	-	-	-
SW 0282 Property Acquisition (Conservation/Restoration)	-	850,000	-	-	-	-
Fish Passage Culvert Projects Debt Payments	-	30,000	150,000	500,000	650,000	800,000
Total Surface Water Management	\$4,338,540	\$2,863,640	\$13,334,380	\$6,666,500	\$6,065,260	\$5,634,380
CITY FACILITIES						
Public Works Operations Center Design & Construction	\$8,000,000	\$8,075,000	\$0	\$0	\$0	\$0
Debt Repayment	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
Total City Facilities	\$9,800,000	\$9,875,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
TOTAL EXPENDITURES	\$21,039,987	\$22,371,822	\$25,432,503	\$15,931,260	\$10,340,260	\$10,769,380

**CITY OF KENMORE, WASHINGTON
CAPITAL IMPROVEMENT PROGRAM
PROPOSED FOR THE YEARS 2025-2030**

REVENUES	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
PARKS						
Park Impact Fees	\$50,000	\$50,000	\$20,000	\$50,000	\$35,000	\$180,000
City Swamp Creek Basin Funds	40,000	40,000	40,000	40,000	40,000	40,000
King County Park Levy	53,200	53,200	50,000	50,000	50,000	50,000
Carryover Funds	-	-	28,000	-	-	-
Sports Leagues	-	-	-	-	-	220,000
Other Grants (Applied or Awarded)	-	-	-	-	-	350,000
Total Parks	\$143,200	\$143,200	\$138,000	\$140,000	\$125,000	\$840,000
TRANSPORTATION						
Transportation Impact Fees	\$375,000	\$350,000	\$356,000	\$713,000	\$970,000	\$270,000
Real Estate Excise Taxes	826,133	829,840	1,257,396	1,732,036	1,155,000	1,125,000
Real Estate Excise Taxes-Sammamish Bridge	-	-	-	-	-	-
KAPE	625,000	1,100,000	225,000	1,100,000	225,000	1,100,000
Connecting WA	240,500	1,424,075	73,820	-	-	-
Move Ahead WA	273,372	845,366	1,945,590	3,535,672	-	-
Sound Transit	220,000	87,903	1,177,097	-	-	-
BRAC Grant	646,864	634,801	3,028,257	244,052	-	-
WSDOT Safe Routes to Schools	327,347	1,674,864	596,963	-	-	-
WSDOT Ped/Bike Funds	1,224,031	2,043,133	-	-	-	-
FEMA (Applied or Awarded)	-	-	1,500,000	-	-	-
TIB (Applied or Awarded)	2,000,000	500,000	-	-	-	-
Total Transportation	\$6,758,247	\$9,489,982	\$10,160,123	\$7,324,760	\$2,350,000	\$2,495,000
SURFACE WATER MANAGEMENT						
Bond Proceeds for Fish Passage Culvert Projects	\$ -	\$ 508,619	\$ 3,781,655	\$ 1,960,125	\$ 1,564,285	\$ 1,002,330
Grant KCFCF (SW 0254)	620,500	-	-	-	-	-
Grant KCFCF (SW 0261)	350,000	350,000	-	-	-	-
Grant Delbene Community Project (SW 0261)	-	-	1,300,000	-	-	-
Grant FHA AOP (SW 0268)	-	-	5,000,000	-	-	-
Grand Funds (Applied or Awarded)	-	100,000	1,680,000	2,500,000	2,500,000	2,500,000
General Facility Charge	225,000	250,000	248,400	261,800	270,200	275,000
Transfer from Surface Water Management Fund	-	1,017,521	716,600	1,321,700	1,092,300	1,202,600
Conservation Grant (Property Acquisition)	468,750	637,500	607,725	622,875	638,475	654,450
2024 Carryover Funds	2,674,290	-	-	-	-	-
Total Surface Water Management	\$ 4,338,540	\$ 2,863,640	\$ 13,334,380	\$ 6,666,500	\$ 6,065,260	\$ 5,634,380
FACILITIES						
Transfer from SWM	900,000	900,000	900,000	900,000	900,000	900,000
Transfer from REET	900,000	900,000	900,000	900,000	900,000	900,000
Total City Facilities	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
TOTAL REVENUES	\$13,039,987	\$14,296,822	\$25,432,503	\$15,931,260	\$10,340,260	\$10,769,380

IX. Appendix C
Proposed Capital Improvement Program
CITY OF KENMORE, WASHINGTON
PARK CAPITAL IMPROVEMENT PROGRAM
PROPOSED FOR THE YEARS 2025-2030

Project Description	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
P18 Rhododendron Park - Sign Replacement	\$ -	\$ -	\$ 28,000	\$ -	\$ -	\$ -
P27 Alaskan Park Waterfront	60,000	60,000	60,000	60,000	60,000	60,000
P28 Log Boom Park Waterfront Access & Mitigation	50,000	50,000	50,000	50,000	50,000	50,000
P30 Rhododendron Park Boathouse Pavilion	3,200	3,200	-	-	-	-
P32 Moorlands Athletic Field Turf Replacement	-	-	-	30,000	15,000	730,000
P34 Accessible Playground Feasibility Study	30,000	30,000	-	-	-	-
Total Project Costs	\$ 143,200	\$ 143,200	\$ 138,000	\$ 140,000	\$ 125,000	\$ 840,000

Funding As Proposed:	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
Park Impact Fees	\$ 50,000	\$ 50,000	\$ 20,000	\$ 50,000	\$ 35,000	\$ 180,000
Carryover Funds			\$ 28,000			
Real Estate Excise Taxes	-	-	-	-	-	-
City Swamp Creek Basin Funds	40,000	40,000	40,000	40,000	40,000	40,000
King County Park Levy	53,200	53,200	50,000	50,000	50,000	50,000
Sports Leagues	-	-	-	-	-	220,000
Other Grants (Applied or Awarded)	-	-	-	-	-	350,000
Total Project Funding	\$ 143,200	\$ 143,200	\$ 138,000	\$ 140,000	\$ 125,000	\$ 840,000



City of Kenmore Capital Improvement Program
Rhododendron Park – Sign Replacement
Project P-18

Project Location: Rhododendron Park, 6910 NE 170th Street, Kenmore WA.

Project Manager: Community Development Director

Project Description: Replace the two aging park entry signs.

Background: The boardwalk/trail project was one of the projects approved on the November 2016 Walkways & Waterways ballot measure. The new boardwalk/trail completed in 2017 connects the existing park improvements through the wetland to the Sammamish River. The access driveway was also improved to provide additional parking.





**City of Kenmore Capital Improvement Program
Waterfront & Natural Open Space Access Project
at Ł' a ẁ a d i s Park (pronounced TI' awh-ah-dees)**

Project P-27

Project Location: 7515 and 7353 NE 175th Street, Kenmore WA

Project Manager: Community Development Director

Project Description: Ongoing monitoring and maintenance of mitigation areas for compliance with permit requirements. Coordination of volunteer events to support maintenance. Consultant contract in place.

Background: In 2015 a conceptual plan was developed for approximately 7 acres to enhance public access to the Sammamish River. This project was included on the November 2016 ballot measure for Walkways & Waterways. Permits were received August 2021. Construction began December 21, 2021. Construction closeout May 2024. Project improvements included new elevated walkways, trails, viewpoints as well as natural open space and other environmental enhancements. The project added new boating facilities including docks, ramps, and staging areas for hand-powered watercraft; parking; a restroom and public art.





Log Boom Park Waterfront Access Project Project P-28

Project Location: Log Boom Park (NE 175th St west of 61st Ave NE) 17415 61st Ave NE, Kenmore.

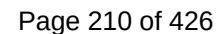
Project Manager: Community Development Director

Project Description: Ongoing monitoring and maintenance of mitigation areas for compliance with permit requirements. Coordination of volunteer events to support maintenance. Consultant contract in place.

Background: In 2015 a conceptual plan was developed for improvements at Log Boom Park to enhance public access to Lake Washington. This project was included on the November 2016 ballot measure for Walkways & Waterways. Permits were received in March 2021. Construction began July 26, 2021. Construction closeout June 2022.

Project improvements included beach expansion, new trails and viewpoints, picnic areas, waterfront pavilion, environmental and ecological enhancements, kayak concession building, and access for hand-powered watercraft.







**City of Kenmore Capital Improvement Program
Moorlands Park - Athletic Field Turf Replacement
Project P-32**

Project Location: Moorlands Park, 15221 84th Ave NE, Kenmore, WA.

Project Manager: Community Development Director

Project Description: Replacing athletic field grass with turf (using organic fill). Assessing the feasibility of the current field drainage system to support turf. If feasible, the project will only move forward if funding is obtained including grants and contributions from youth athletic leagues.

Background: In July of 2018 park improvements were completed including renovated athletic field, new picnic shelter, restrooms, playground, landscaping and pathways. A new interlocal agreement with the Northshore School District regarding park use was authorized in December 2017.





City of Kenmore Capital Improvement Program
City Hall – Accessible/Inclusive Playground
Project P-34

Project Location: City Hall, 18120 68th Ave NE, Kenmore, Wa

Project Manager: Assistant to the City Manager

Project Description: Assessing the feasibility for constructing an accessible and/or inclusive playground and other required site improvements on the City Hall site north of the City Hall building and south of the skate park.

- **Accessible:** Any playground that can be entered or reached without challenge, making it open to any and every child. For example, a wheelchair-accessible playground is designed to allow wheelchairs to easily maneuver between pieces of equipment so anyone in a wheelchair can access all the playground features without issue.
- **Inclusive:** An inclusive playground helps children of all backgrounds and abilities feel a sense of belonging by ensuring every child can fully engage with the equipment without limitations. An inclusive playground enriches play for everyone by providing a variety of sensory experiences that children of all abilities can enjoy.

Background: Results from the December 2021-March 2022 Balancing Act prioritization tool for use of ARPA funds ranked development of a city hall playground/sport court as one of the top priorities.

CITY OF KENMORE, WASHINGTON

TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM

PROPOSED FOR THE YEARS 2025-2030

ATTACHMENT 4

Project Description	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
P8 Burke Gilman Trail/SR522 Accessibility Project	\$ 240,500	\$ 1,424,075	\$ 75,925	\$ -	\$ -	\$ -
P27 Pedestrian Facilities Program	-	-	425,000	425,000	425,000	425,000
P35 Pavement Preservation	625,000	1,100,000	225,000	1,100,000	225,000	1,100,000
P38 Lower Swamp Creek Bridge Replacement	646,864	634,801	3,028,257	288,200	-	-
P41 Juanita DR Pedestrian & Bicycle Safety Improvements	25,000	-	-	-	-	-
P44 61st Ave Sidewalk Replacement Project (Phase 1)	2,864,489	893,329	-	-	-	-
P276 61st Ave Sidewalk Replacement Project (Phase 2)	230,372	561,866	3,063,090	1,409,410	50,000	50,000
Txxx Juanita Dr Tree Removal/Replacement	200,000	-	-	-	-	-
P252 ADA Transition Program	400,000	150,000	650,000	650,000	650,000	650,000
P253 NE 181st St Sidewalk Project	278,500	149,403	1,219,416	115,000	-	-
P260 80th Ave NE Sidewalk Project	389,542	2,080,373	-	-	-	-
P261 NE 192nd St Sidewalk Project	217,752	171,582	628,936	112,150	-	-
P262 Arrowhead Project	345,228	1,759,553	163,499	-	-	-
P266 84th Ave NE Sidewalks	50,000	315,000	425,000	2,612,000	30,000	-
Pxxx 66th/196th Slope Stability Project	-	-	-	350,000	700,000	-
Legal Expenses for Claims	100,000	100,000	100,000	100,000	100,000	100,000
Project Management	145,000	150,000	156,000	163,000	170,000	170,000
Total Project Costs	\$ 6,758,247	\$ 9,489,982	\$ 10,160,123	\$ 7,324,760	\$ 2,350,000	\$ 2,495,000

Funding as Proposed:	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
Transportation Impact Fees	\$ 375,000	\$ 350,000	\$ 356,000	\$ 713,000	\$ 970,000	\$ 270,000
Real Estate Excise Taxes	826,133	829,840	1,257,396	1,732,036	1,155,000	1,125,000
KAPE	625,000	1,100,000	225,000	1,100,000	225,000	1,100,000
Connecting WA	240,500	1,424,075	73,820	-	-	-
Move Ahead WA	273,372	845,366	1,945,590	3,535,672	-	-
Sound Transit	220,000	87,903	1,177,097	-	-	-
BRAC Grant	646,864	634,801	3,028,257	244,052	-	-
WSDOT Safe Routes to Schools	327,347	1,674,864	596,963	-	-	-
WSDOT Ped/Bike Funds	1,224,031	2,043,133	-	-	-	-
FEMA (Applied or Awarded)	-	-	1,500,000	-	-	-
TIB (Applied or Awarded)	2,000,000	500,000	-	-	-	-
Total Project Funding	\$ 6,758,247	\$ 9,489,982	\$ 10,160,123	\$ 7,324,760	\$ 2,350,000	\$ 2,495,000



City of Kenmore Transportation Capital Improvement Program

Project Name: Burke Gilman Trail/SR522 Accessibility Project

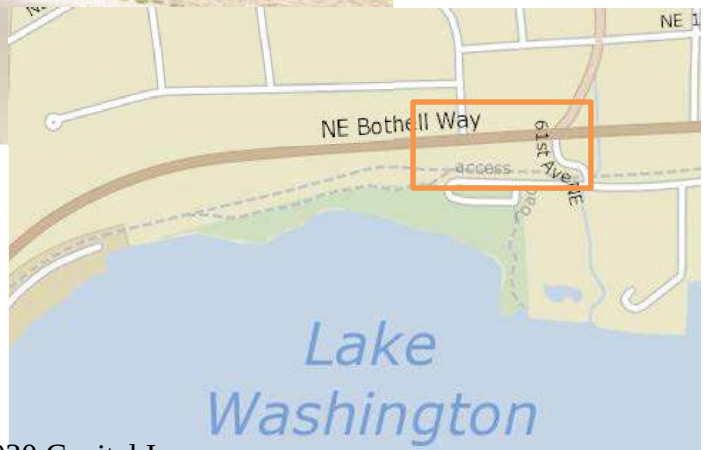
Project No. T-8

Project Location: Burke Gilman Trail to SR 522 at 61st Avenue NE

Project Description: This project will provide an American's with Disabilities Act (ADA) connection to the Burke Gilman Trail/Log Boom Park, close the left turn access to 60th Ave NE, and remove the eastbound to southbound right turn pocket on 61st Ave NE. Work also includes updating the gateway sign entering Kenmore at the west border.

Background: Since its incorporation, the City of Kenmore has completed improvements to SR 522 (Bothell Way) between 61st Avenue NE and the east city limits to increase safety, improve transit reliability, and ease congestion. Improvements included adding new traffic signals, street lighting and sidewalks, widening SR 522 for Business Access and Transit lanes, enhancing the corridor with new landscaping and medians to improve access management, replacing the Swamp Creek Bridge, undergrounding utilities, and more.

The final segment, SR 522 West B (61st Ave NE to the western city limits) was originally scoped to include new sidewalk with buffer, utility undergrounding, adding a dual left turn lane at 61st Ave NE, and closing off left turn access to 60th Ave NE. After re-evaluating priorities and with funding reduced for this project, the scope was modified to focus on accessibility to the Burke Gilman Trail and Log Boom Park. The above description reflections these changes to the project.





City of Kenmore Transportation Capital Improvement Program

Project Name: Pedestrian Facilities Program

Project No.: T-27

Project Location(s): Citywide

Project Description: This program is intended to provide matching funds for pedestrian improvements identified in the Pedestrian Facilities Plan. Projects would consist of extending existing sidewalks, filling gaps, or adding new facilities to connect to existing networks. Typical projects include new 6-foot-wide sidewalk with 4-foot amenity strip but each site will be evaluated independently for the most appropriate pedestrian facility improvement. If no grant funds are secured, these funds would be consolidated and used to build small sections of sidewalk identified in the Pedestrian Facilities Plan.

Background: In 2022, the City completed an update to its Pedestrian Facilities Plan (previously known as the Sidewalk Priority Plan). This Plan includes a priority list for completing sidewalk projects within the City. Staff will utilize this plan to determine where to fund projects and where to focus resources on grant applications.



Figure A

City of Kenmore Transportation Capital Improvement Program

Project Name: Pavement Preservation Program

Project No.: T-35

Project Location: Citywide.

Project Description: This program includes grind and overlay of selected streets within the City. Typically grind and overlay projects are completed on roadways with pavement ratings between 60 and 70 while pavement seal operations are completed on roadways with ratings above 70. As part of any pavement overlay, curb ramps within the project limits are upgraded to comply with the American's with Disabilities Act (ADA). In addition, pavement overlay may also include major pavement repairs, utility adjustments and revised or restored pavement markings.

Background: The City of Kenmore Comprehensive Plan promotes a fiscally constrained Transportation Element that prioritizes operation and maintenance of existing facilities within the City. There are 3 goals listed in the Comprehensive Plan that support this program:

1. Provide a complete transportation network serving local and regional circulation needs, safely accommodating all users (Goal 1);
2. Promote a transportation system that contributes to fiscal and environmental sustainability (Goal 3);
3. Facilitate freight mobility and economic prosperity (Goal 6).





City of Kenmore Transportation Capital Improvement Program

Project Name: West Sammamish River Bridge Replacement Project

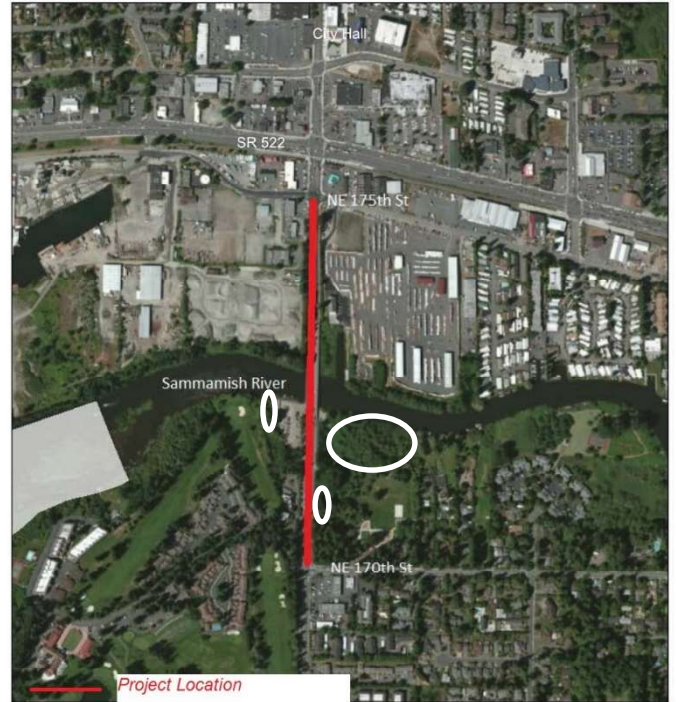
Project No: T-37

Project Location: 68th Avenue NE between NE 170th Street and NE 175th Street

Project Description: Replace the West Sammamish River Bridge (southbound traffic) that crosses the Sammamish River on 68th Avenue NE. The project will also include new sidewalk and bike path, landscaping, lighting, and utility undergrounding on 68th Avenue NE between NE 170th Street and NE 175th Street.

Background: The West Sammamish River Bridge was constructed in the 1930's and is at the end of its life. It is considered to be structurally obsolete. To date, the City has completed an alternatives analysis, a scour analysis, a load rating analysis, and has applied load restrictions on the bridge (weight limits went into effect in 2014). The bridge continues to be monitored during the design of the new bridge.

2025-2026 Activities: During 2025-2026, project work will consist of monitoring and reporting on permit related wetland mitigation work done as part of the bridge replacement project. In addition, funds are set aside to reconcile remaining costs associated with work done to underground the utilities.



Project Location (Mitigation Areas Circled)



Completed Bridge



City of Kenmore Transportation Capital Improvement Program

Project Name: Lower Swamp Creek Bridge Replacement

Project No.: T-38

Project Location: NE 175th Street/Swamp Creek Crossing

Project Description: Replacement of the existing bridge over Swamp Creek.

Background: The bridge over Swamp Creek at NE 175th Street is aging and is in need of replacement. This structure is on NE 175th Street, adjacent to the Burke Gilman Trail and crosses Swamp Creek. This structure currently is wide enough for two way vehicle traffic. The existing structure is routinely evaluated by the King County Bridge Engineering group. Maintenance is provided to the structure as needed. King County recommended evaluation of the structure for rehabilitation vs. replacement. A study and alternatives analysis was performed in 2016 and revised in 2023 that recommended replacement of the bridge.



Figure A: Existing Bridge

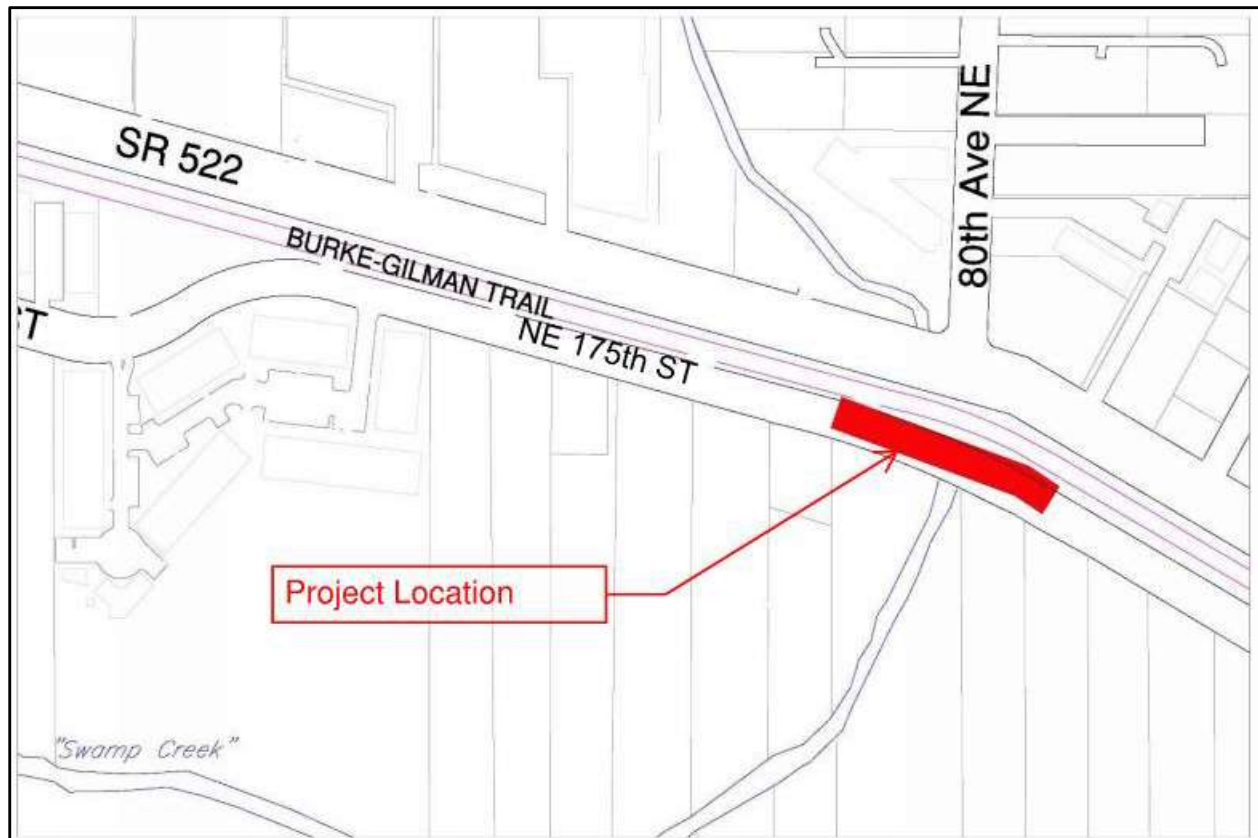


Figure B: Project Location



City of Kenmore Capital Improvement Program

Project Name: Juanita Drive NE Pedestrian and Bicycle Improvements

Project No. T-41

Project Location: Juanita Drive NE (NE 143 Street to NE 170 Street)

Project Description: This project provides continuous ADA accessible sidewalk and buffered bike lanes on Juanita Drive NE between NE 143 Street and NE 170 Street. Specific project components include:

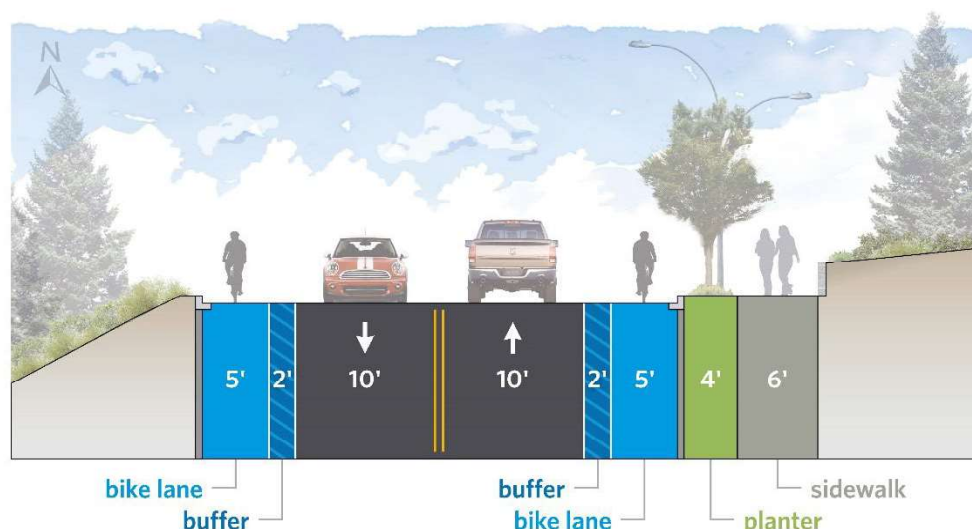
- Sidewalk along the east side of Juanita Drive NE where residential neighborhoods are located. Sidewalk improvements and pedestrian crossings on west side of street will be limited to bus stops only.
- Bike lanes with buffer on the east and west side of Juanita Drive NE;
- Additional or extensions of left turn lanes where warranted;
- Pedestrian crossing treatments to improve nonmotorized safety, connectivity, and comfort;
- Improved storm drainage, LED street lighting, landscaping and aesthetics and;
- Utility relocation and/or retaining structures, where necessary.
- Speed reduction to 30 MPH.

Background: Juanita Drive NE serves as a north-south critical link to the City's Downtown, SR 522 Corridor, Burke-Gilman Trail, Bastyr University, Kenmore Senior Center, Parks, and Arrowhead Elementary School for thousands of local residents and is part of the Lake Washington Loop, one of the region's most popular recreational cycling routes. Juanita Drive NE is an existing minor arterial roadway with mostly one travel lane in each direction and asphalt shoulders. The posted speed is 35 mph. This roadway experiences a high number of accidents per year and contains several geometric deficiencies including lack of continuous sidewalks and bicycle lanes. Up to 250 bicycles and 15,000 vehicles use this corridor daily.

Funding Status: This project is funded through the Walkways and Waterways bond measure, WSDOT Pedestrian and Bicycle Safety Program, Sound Transit System Access Fund, WA State Department of Ecology, WA State Department of Commerce, Northshore Utility District, and local City dollars.

Project Delivery Status: Construction was completed in 2023. Funding for this fiscal period will address construction claim issues.

Typical Section – two lanes *(Looking North)*





City of Kenmore Transportation Capital Improvement Program

Project Name: 61st Avenue Sidewalk Replacement Project, Phase 1 Project No. T-44

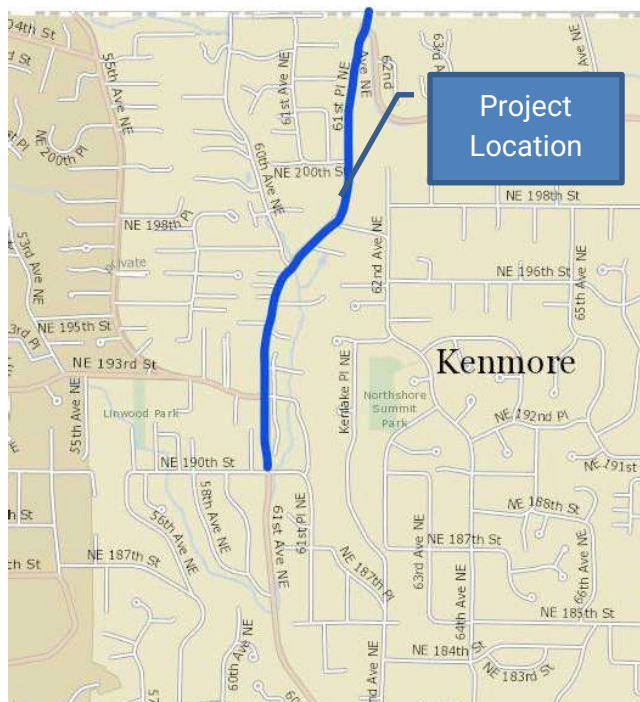
Project Location: 61st Ave/Pl NE (NE 190th Street north to 62nd Ave NE)

Project Description:

Through an extensive alternatives analysis which included possible scenarios for sidewalk replacement and tree retention, the sidewalk will be replaced on the east side of 61st Avenue NE between NE 190th St and 60th Avenue NE with new sidewalk relocated to preserve as many trees as possible. Sidewalk panels on 61st Place NE from 60th Avenue NE to the northern city limits will be replaced. In addition to replacing sidewalk panels, the following will also be included in the project:

- A 2-inch grind and HMA overlay
- New bike lanes.
- On-street parking will be removed within this section
- Right turn pockets at NE 193rd St, 60th Ave NE, and 62nd Ave NE will be removed
- Rectangular Rapid Flashing Beacon (RRFB) at 193rd St, 60th Ave, and 200th St Intersections.
- Intersection improvements at 193rd St and 60th Ave NE
- Permanent closure of the NE 193rd "slip lane" onto 61st Ave NE

Background: 61st Avenue/Place NE is an arterial that runs north to south (north of SR 522). The intersection with NE 193rd Street is a major intersection that could utilize additional control. The sidewalks north of NE 190th Street do not meet American with Disability Act (ADA) compliance with many location having gaps or uplift issues. Over 70 locations along this corridor are experiencing sidewalk uplift due to nearby trees and several other panels have shifted and pedestrians with accessibility issues are sometimes forced into the existing shoulder/travel lane.





City of Kenmore Transportation Capital Improvement Program

Project Name: 61st Avenue Sidewalk Replacement Project, Phase 2 Project No. T-276

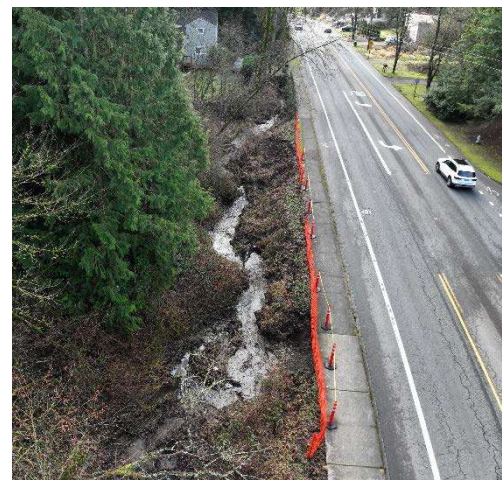
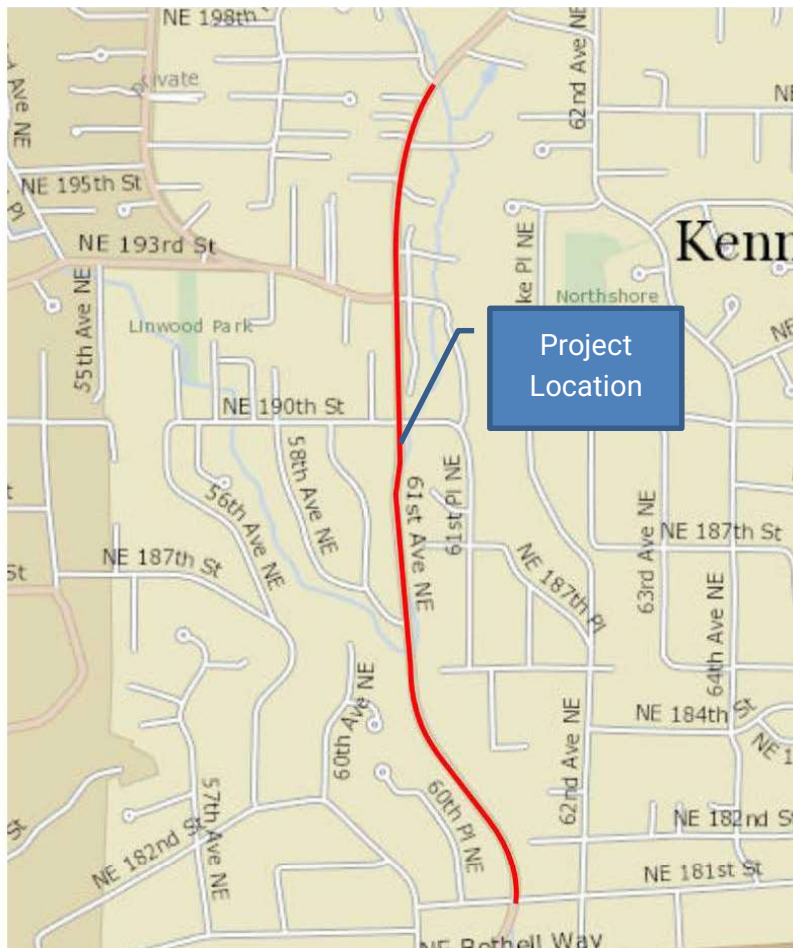
Project Location: 61st Ave NE (NE 181st St to 60th Ave NE)

Project Description:

This project will replace the non-ADA sidewalk panels on the west side of 61st Avenue NE between NE 193rd St and 60th Ave NE and relocate the sidewalk on the east side of 61st Ave NE between NE 181st St and NE 190th St away from Cha Thl Creek (Tributary 0056). In addition to replacing sidewalk panels, the following will also be included in the project:

- A 2-inch grind and HMA overlay south of NE 190th St
- Center two-way left turn lane will be removed
- Rectangular Rapid Flashing Beacon (RRFB) at 61st Ave NE and 58th Ave NE Intersection.
- Stream corridor improvements (increased stream buffer, removal of invasive species, buffer plantings)

Background: 61st Avenue is an arterial that runs north to south (north of SR 522) to the city limits. Cha Thl Creek runs parallel to 61st Ave NE with minimal buffer. The roadway/sidewalk in the section has a history of damage from the creek and other issues involving the creek have caused erosion along the channel. The sidewalks north of NE 190th Street do not meet American with Disability Act (ADA) compliance with many location having gaps or uplift issues. Over 70 locations along this corridor are experiencing sidewalk uplift due to nearby trees and several other panels have shifted and pedestrians with accessibility issues are sometimes forced into the existing shoulder/travel lane. Phase 1 of this project replaces the panels on the east side of 61st north of NE 190th Street.





City of Kenmore Transportation Capital Improvement Program

Project Name: Juanita Dr. Tree Removal/Replacement

Project Location: Juanita Drive – NE 143rd -

Project Description: Remove potentially hazardous trees from the slope adjacent to sidewalk between NE 153rd St and NE 155th Pl. Add new trees with temporary irrigation along sloped area. Install additional trees along corridor where possible within planting buffer between sidewalk and curb/gutter.

Background: With the completion of the Juanita Drive Ped/Bike project, trees along the slope were noted as potentially hazardous and removal is a proactive measure to avoid possible damage to the right of way. Also with the completion of the project, an opportunity exists to install additional trees where gaps between newly planted trees is wide enough to accommodate another.

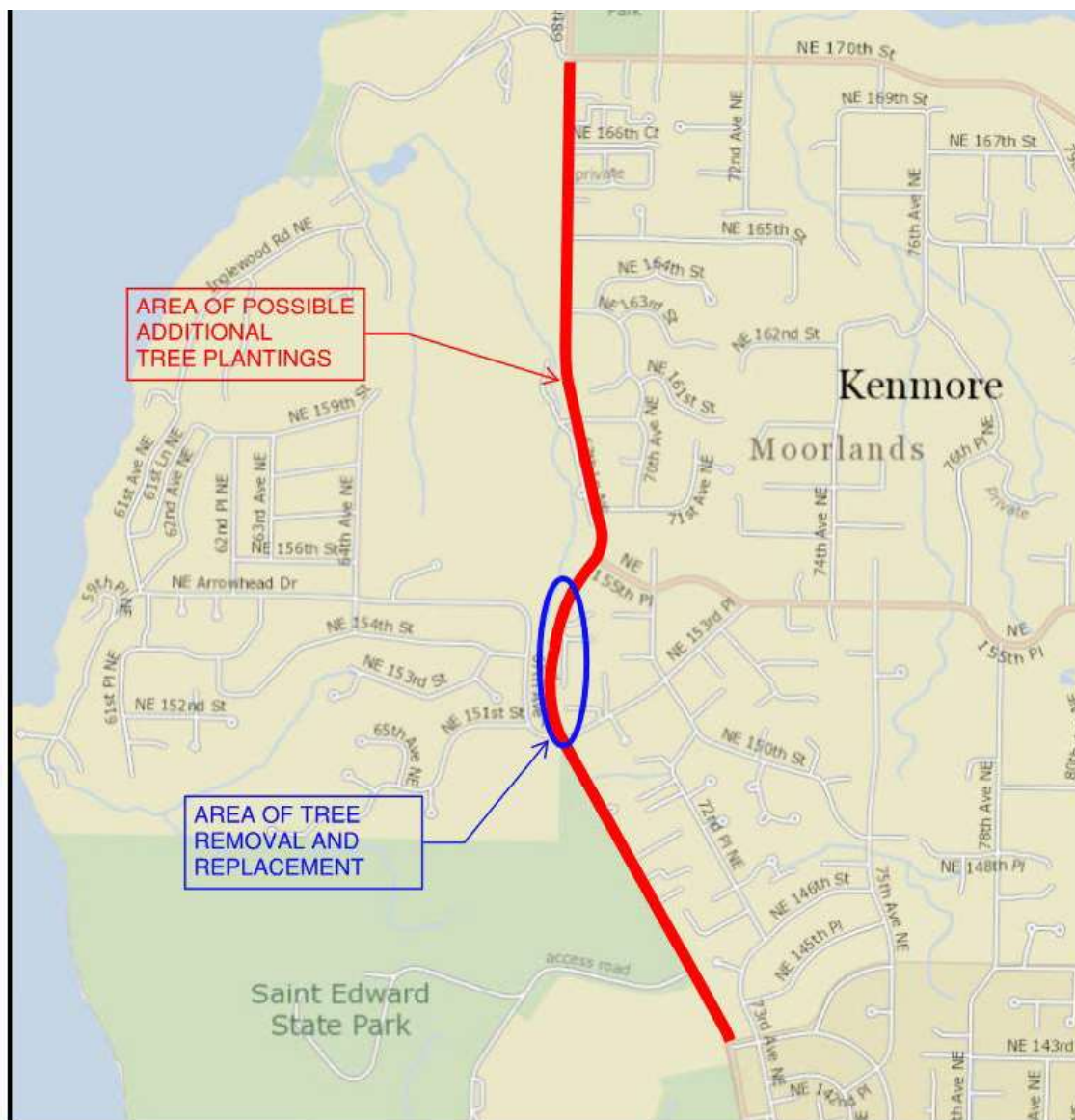


Figure A



City of Kenmore Transportation Capital Improvement Program

Project Name: ADA Transition Program

Project No.: T-252

Project Location(s): Citywide

Project Description: This program is intended to replace curb ramps, sidewalks, crosswalks, pedestrian push buttons and marked on-street parking that are not compliant with ADA guidelines with ADA compliant facilities per the ADA Transition Plan.

Background: The City completed an inventory and assessment of its pedestrian facilities within the right of way. Several locations were identified as not being compliant with the American with Disabilities Act (ADA) standards. The ADA Transition Plan was adopted in June 2022 and contains a list of all facilities that are out of compliance and the approximate cost to replace those facilities. The ADA Transition Plan is a living document that will updated regularly when changes are made to the City's infrastructure.





City of Kenmore Transportation Capital Improvement Program

Project Name: NE 181st St Sidewalks (61st Ave – 63rd Ave)

Project No.: T-253

Project Location: NE 181st Street between 61st Avenue NE and 63rd Avenue NE.

Project Description: This project builds approximately 615 LF of new sidewalks on south side of NE 181st Street from 61st Ave to 63rd Ave.

Background: There are limited sidewalks and pedestrian facilities along this section of NE 181st. Adding sidewalk would provide sidewalk connections along NE 181st to existing sidewalk on 62nd Ave NE and 61st Ave NE. This sidewalk is located in a community business zone and is being constructed in coordination with Sound Transit and their Bus Rapid Transit project for SR522.





City of Kenmore Transportation Capital Improvement Program

Project Name: 80th Ave NE Ped/Bike Project (SR522 – NE 185th St)

Project No.: T-260

Project Location: 80th Ave NE between SR522 and NE 185th St (Tolt line).

Project Description: This project builds approximately 1,175 LF of new sidewalks on both sides of 80th Ave NE between NE 179th Pl and NE 185th St (the Tolt water line corridor) with buffered bike lanes on both sides. This project also includes a flashing crosswalk at NE 177th Pl, NE 179th Pl, and NE 182nd Pl. All on-street parking will be eliminated within the project limits. This project will also add bicycle crossing features at State Route 522 and connect the bike lanes on 80th Ave NE to the Burke Gilman Trail.

Background: Sidewalk exists at sporadic location along 80th Ave NE within the project limits. This project will close gaps and create continuous sidewalk and bike lanes on both sides of the street connecting to SR522.





City of Kenmore Transportation Capital Improvement Program

Project Name: NE 192nd St Sidewalks (73rd Ave – 75th Ave)

Project No.: T-261

Project Location: NE 192nd Street between 73rd Ave NE and 75th Avenue NE.

Project Description: This project builds approximately 275 LF of new sidewalks on north side of NE192nd Street from 73rd Ave – 75th Ave and approximately 75 LF of sidewalk on the east side of 75th Ave NE to close the sidewalk gap. This project will also install a new school zone sign just west of the 75th Ave NE/NE 192nd St intersection.

Background: Sidewalk exists on NE 192nd Street at 73rd Avenue NE and terminates approximately 240 feet from 75th Ave NE. Approximately 500 LF of sidewalks were installed east of 75th Ave NE as part of private development. Sidewalk also exists along the east side of 75th Ave NE. This project will close gaps and improve sidewalk connectivity to Kenmore Elementary in this area. NE 192nd St is a designated walking route for Kenmore Elementary School students. Sidewalks at this location are identified as a high priority sidewalk in the Pedestrian Facilities Program.





City of Kenmore Transportation Capital Improvement Program

Project Name: NE Arrowhead Drive Sidewalks

Project No.: T-262

Project Location: NE Arrowhead Drive between NE 151st Street and 64th Avenue NE.

Project Description: This project builds approximately 2,050 LF of new sidewalks on the west side/south side of NE Arrowhead drive from NE 151st St to 64th Ave NE. On-street parking adjacent to new sidewalk will be removed. The project will also include one rectangular rapid flashing beacon (RRFB), narrowing of street crossings, additional school zone signage, and several traffic calming features such as chicanes or speed humps.

Background: NE Arrowhead Drive varies from 3-foot wide to 5-foot wide shoulder with two way traffic. NE Arrowhead Drive is a designated walking route for Arrowhead Elementary School students. Sidewalks along this road were identified as a high priority during the neighborhood meetings held for this area as part of the Neighborhood Transportation Program Plan and is listed as a high priority sidewalk in the Pedestrian Facilities Program.





City of Kenmore Transportation Capital Improvement Program

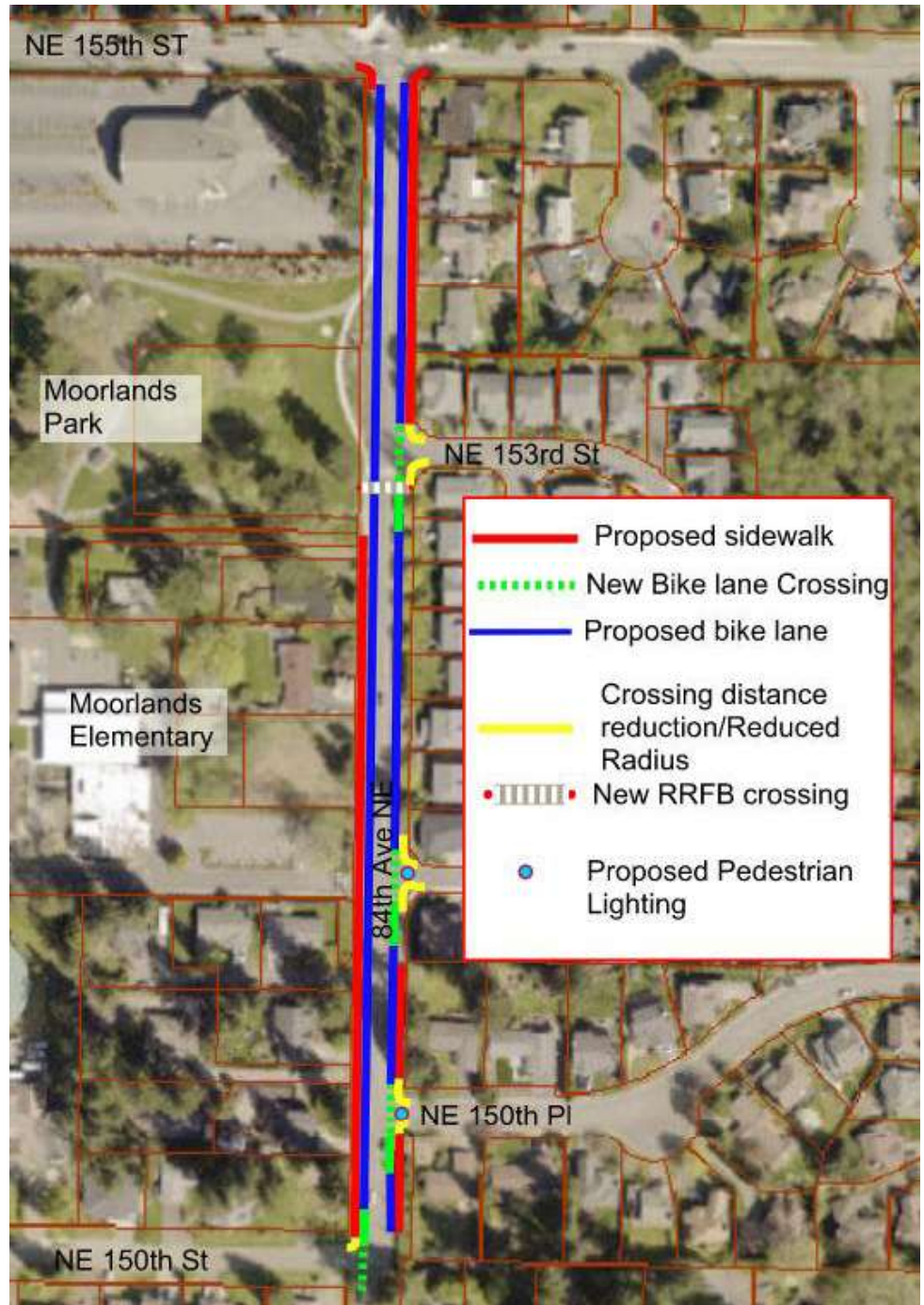
Project Name: 84th Ave NE Sidewalks (150th St – 155th St)

Project No.: T-266

Project Location: 84th Ave NE between 150th St and 155th St.

Project Description: This project builds approximately 742 LF of new sidewalks on west side of 84th Ave NE and 715 LF of new sidewalk on the east side of 84th Ave NE from NE 150th St – NE 155th St. Project will also include buffered bike lanes on both sides of the street, curb bulbs to reduce the crossing distances on side streets, and a new rectangular rapid flashing beacon (RRFB) at NE 151st Place.

Background: Sidewalk exists on the west side of 84th Ave NE at NE 155th St. and terminates approximately 500 feet south of NE 155th St and on the east side of 84th Ave NE between NE 151st Pl and NE 153rd St. This project will extend the sidewalk south and create a continuous sidewalk between NE 150th St and NE 155th St. 84th Ave NE is a designated walking route for Moorlands Elementary School students.





City of Kenmore Transportation Improvement Program

Project Name: 66th/196th Slope Stability Project

Project Location: 66th Ave NE between NE 196th St and NE 196th Pl

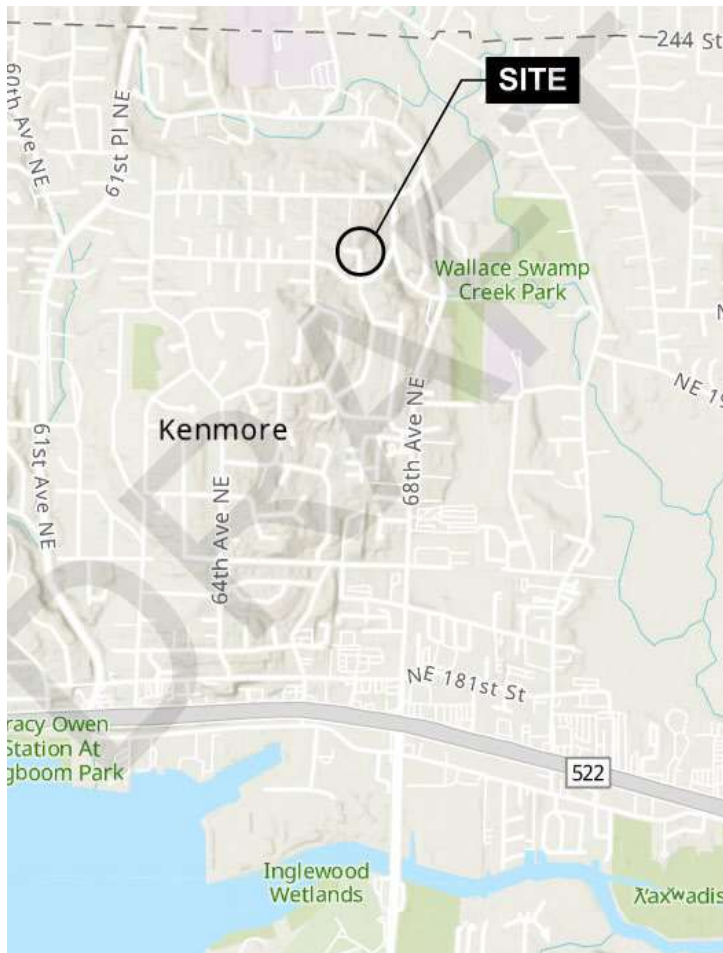
Project Description: Stabilize the slope east of 66th Ave NE

Background: Pavement along the northeast corner of the intersection of 66th Avenue NE and NE 196th Place has experienced noticeable horizontal and vertical displacement, visible in the form of tension cracks in the pavement surface and a vertical offset between pavement on either side of the tension crack.

Several previous evaluations have been performed for the project, dating back to initial observations of pavement cracking observed and documented in 2013. Since that time, the slope has been monitored for changes. Subsequent evaluations in 2017 and in 2022 showed an increase in movement (crack length and width). In 2017, the affected area was 40-feet long and in 2022 had grown to 55 feet long. In 2024, the crack displacement had grown 1 inch since 2017 (0.5 inch since 2022).

The most recent report performed in 2024 indicated

Engineering studies have recommended stabilization of the slope with either spiralnails or a retaining wall.



CITY OF KENMORE, WASHINGTON
SURFACE WATER CAPITAL IMPROVEMENT PROGRAM
PROPOSED FOR THE YEARS 2025-2030

ATTACHMENT 6

Project Description	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
SW 028 190th St. Fish Passable Culvert Debt Payments	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
SW 0274 Little Swamp Creek Relocation	-	-	1,000,000	471,660	471,660	3,773,280
SW 0280 2025 Small Works Project	79,500	-	-	-	-	-
SW 0281 2026 Small Works Project	-	83,500	-	-	-	-
2027 Small Works Project	-	-	86,800	-	-	-
2028 Small Works Project	-	-	-	89,000	-	-
2029 Small Works Project	-	-	-	-	91,200	-
2030 Small Works Project	-	-	-	-	-	93,500
SW 0275 Infiltration Tank Retrofit at 61st Ave NE/NE 196th St	530,000	-	-	-	-	-
Future Stormwater Facility Retrofits	-	-	578,800	-	608,100	-
SW 0283 Blueberry Creek Culvert Removal	125,000	125,000	-	-	-	-
SW 0254 Muck Creek Restoration Project	1,250,000	-	-	-	-	-
Future Restoration Projects (Land Acquisition, Demo, Restoration)	-	46,100	810,300	830,500	851,300	872,600
SW 0261 192ND SC Trib Fish Passage Culvert Replacement	350,000	350,000	1,800,000	-	-	-
SW 0273 163RD Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	25,000	358,080	1,732,320	-
SW 0272 76TH Trib 0057 Fish Passage Culvert Replacement	25,000	25,000	25,000	316,420	1,565,680	-
SW 0270 74TH Trib 0057 Fish Passage Culvert Replacement (D)	25,000	25,000	451,800	2,007,200	-	-
SW 0271 74TH Trib 0057 Fish Passage Culvert Replacement (U)	25,000	25,000	449,660	1,998,640	-	-
SW 0267 169TH Samm Trib Fish Passage Culvert Replacement	226,410	226,410	1,811,280	-	-	-
SW 0268 175TH Trib 0056 Fish Passage Culvert Replacement	957,630	957,630	6,050,740	-	-	-
SW 0278 Thomas Property Acquisition	625,000	-	-	-	-	-
SW 0282 Property Acquisition (Conservation/Restoration)	-	850,000	-	-	-	-
Fish Passage Culvert Projects Debt Payments	-	30,000	150,000	500,000	650,000	800,000
Total Project Costs	\$ 4,338,540	\$ 2,863,640	\$ 13,334,380	\$ 6,666,500	\$ 6,065,260	\$ 5,634,380

Funding As Proposed:	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
Bond Proceeds for Fish Passage Culvert Projects		\$ 508,619	\$ 3,781,655	\$ 1,960,125	\$ 1,564,285	\$ 1,002,330
Grant KCFCD (SW 0254)	620,500	-	-	-	-	-
Grant KCFCD (SW 0261)	350,000	350,000	-	-	-	-
Grant Delbene Community Project (SW 0261)	-	-	1,300,000	-	-	-
Grant FHA AOP (SW 0268)	-	-	5,000,000	-	-	-
Grant Funds (Applied or Awarded)	-	100,000	1,680,000	2,500,000	2,500,000	2,500,000
General Facility Charge	225,000	250,000	248,400	261,800	270,200	275,000
Transfer from Surface Water Management Fund	-	1,017,521	716,600	1,321,700	1,092,300	1,202,600
Conservation Grant (Property Acquisition)	468,750	637,500	607,725	622,875	638,475	654,450
2024 Carryover Funds	2,674,290	-	-	-	-	-
Total Project Funding	\$ 4,338,540	\$ 2,863,640	\$ 13,334,380	\$ 6,666,500	\$ 6,065,260	\$ 5,634,380

SWM CIP ID:	SW-0274
Project:	Little Swamp Creek Relocation
Location:	80 TH AVE NE & NE 195 TH ST
Basin:	Swamp Creek
Cost Estimate:	\$5,716,600
Summary:	Relocate Little Swamp Creek from roadside ditch to natural stream, remove/replace four culverts, install separate roadside drainage.
Updated:	September 2024

NARRATIVE

Little Swamp Creek (LSC) flows north to south along 80th Ave NE before turning west on NE 192ND ST and connecting with Swamp Creek. LSC crosses from the east side of 80TH AVE NE to the west side just south of NE 198TH ST. LSC is confined to a roadside ditch from this location until just north of NE 193RD PL.

In addition to lack of proper stream function and habitat, during rainy months, LSC reaches full capacity in the roadside ditch and overflows the culvert at NE 195TH ST and floods the roadway. Culvert inlet capacity issues and debris clogging structures have been observed contributing to the flooding problems.

This project was identified by City Council in 2002 and Resolution 02-061 required developers to leave one hundred feet along the west side of 80TH AVE NE open and make it available to the City so that a project could eventually separate the stream from the roadside ditch and relocate it in a proper stream corridor.

The project requires acquisition of property and/or easements on three properties identified as hatched areas in the location photo below. No agreements on property acquisition have been secured to date.

CONCEPTUAL DESIGN

- Restore 1,100 feet of stream corridor along the west side of 80TH AVE NE (additional floodplain, woody debris, meandering channel centered along dedicated 100-foot stream buffer)
- Eliminate sharp stream bend at NE 193RD PL
- Install fish passable culvert for the LSC at NE 195TH ST
- Upgrade the existing stormwater system along 80TH AVE NE to meet current conveyance capacity requirements.

CONSIDERATIONS FOR IMPLEMENTATION

- Project will require environmental review, including SEPA, WDFW HPA, and possibly USACOE permit.
- Kenmore Resolution 02-061 includes frontage improvement requirements funded through property owner reimbursement or Local Improvement District.
- Easement and/or ROW acquisition required. Currently, not all owners are willing sellers.
- Downstream analysis needed. Adverse impacts are not anticipated.
- Temporary stream bypass and fish exclusion shall be used during construction.
- Traffic control will be needed.
- Flow control and water quality facilities needed along the west side of 80TH AVE NE depending on scope of frontage improvements.

PROJECT LOCATION



PROJECT COST ESTIMATE

Estimates are at conceptual stage only. Including property acquisition, cost is estimated to be approximately \$5,716,600.

SCHEDULE

2026/2027 – Preliminary design, focus on property/ROW acquisition
2028/2029 – Design, permits
2029/2030 – Final design, plans, specifications, estimates, advertise, construction

SWM CIP ID:	SW-0280
Project:	2025 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$79,500
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$79,500 for 2025.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	SW-0281
Project:	2026 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$83,500
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$83,500 for 2026.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	Small Works Program
Project:	2027 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$86,800
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$86,800 for 2027.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	Small Works Program
Project:	2028 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$89,000
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$89,000 for 2028.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	Small Works Program
Project:	2029 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$91,200
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$91,200 for 2029.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	Small Works Program
Project:	2030 Surface Water Small Works Program
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$93,500
Summary:	Construct stormwater maintenance/improvement projects too large for City crews.
Updated:	September 2024

NARRATIVE

The annual small works projects consist of an evolving list of projects. New problem areas will be identified each year and evaluated accordingly. Typical small works projects exceed the scope in-house maintenance capabilities but are within the range of small works as defined by RCW 39.04.

CONCEPTUAL DESIGN

City crews may be able to perform components of the work, but a contractor is typically required to complete these projects. Small Works projects may also require design or technical evaluation by the City's on-call engineering consultant.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA typically not needed.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

Estimate is \$93,500 for 2030.

SCHEDULE
Projects are identified annually and construction typically occurs during summer months.

SWM CIP ID:	SW-0275
Project:	Drainage Facility P1976-01 Retrofit
Location:	61 ST AVE NE and NE 196 TH ST
Basin:	Tributary 0056
Cost Estimate:	\$530,000
Summary:	Replace aged 1970's drainage facility with modern facility.
Updated:	September 2024

NARRATIVE

Kenmore Lane is a neighborhood developed in the 1970s and contains the City's oldest public drainage facility (P1976-01). The infiltration tank is in poor condition and needs complete reconstruction. Adjacent conveyance systems carry runoff from NE 197TH ST and NE 196TH ST and erosion has been observed in the open portions of those systems.

The existing drainage facility is located within an easement on private property and access from 61ST AVE NE is through a private road. Access for inspection and maintenance is difficult.

The City has designed an option to replace the system at its current location, which would make access for inspection and maintenance easier as well as enhance the performance of the existing facility to near current standards. The design includes moving this facility into the right-of-way and altering adjacent conveyance systems to minimize private property impacts and reduce erosion.

CONCEPTUAL DESIGN

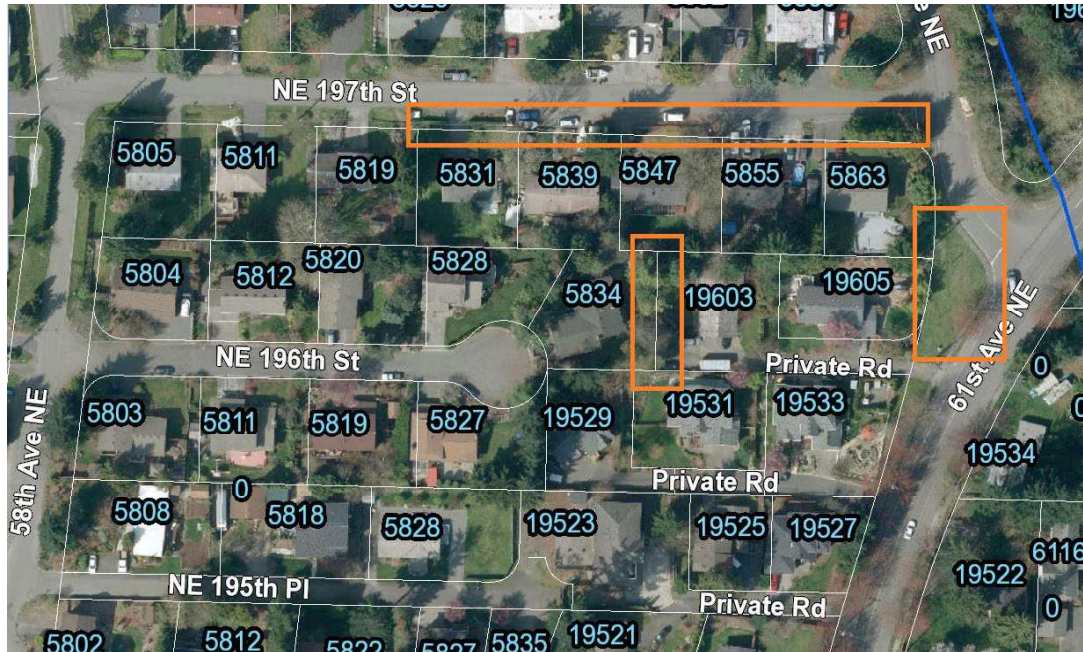
- Remove existing infiltration drainage facility located within easement on private property
- Install new facility in adjacent right-of-way location
- Modify adjacent conveyance systems to reduce private property impacts and erosion issues
- Utilize low impact development best management practices

CONSIDERATIONS FOR IMPLEMENTATION

- No critical area permits needed.
- Temporary construction easements needed.
- Utility location considerations.
- Traffic control will be needed.
- Erosion and sediment controls needed.

PROJECT LOCATION

61ST AVE NE and NE 196TH ST/NE 197TH ST.



PROJECT COST ESTIMATE

Preliminary estimate is \$530,000.

SCHEDULE

2024/2025 – Finalize design, advertise.
2025 – Construction

SWM CIP ID:	Surface Water Facility Retrofit Program
Project:	Future Stormwater Facility Retrofit Projects
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$1,186,900
Summary:	Provide stormwater facility retrofit projects where needed.
Updated:	September 2024

NARRATIVE

Existing City operated stormwater facilities require replacement when they reach the end of their serviceable lifespan. Additionally, areas of the City's right-of-way may have been developed prior to modern stormwater management regulations and do not have any facilities treating those areas. Staff annually inspect drainage facilities and identify existing facilities or new areas for retrofit or reconstruction.

At a minimum, retrofits will meet the existing performance of the facility, however, whenever possible staff will attempt to update the flow control and/or water quality treatment capabilities of the facility to current standards using the best available technology.

CONCEPTUAL DESIGN

Stormwater facilities will be designed and constructed to the City's current design standards.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review and permitting.
- Temporary construction easements may be needed.
- Erosion and sediment controls may be needed.
- Stream bypass system may be needed.
- Traffic control may be needed.

PROJECT LOCATION

Citywide.

PROJECT COST ESTIMATE

\$1,186,900 for 2027 through 2030.

SCHEDULE

2027 through 2030.

SWM CIP ID:	SW-0283
Project:	Blueberry Creek Culvert Mitigation
Location:	68 TH AVE NE and NE 202 ND ST
Basin:	Blueberry Creek (Swamp Creek)
Cost Estimate:	\$250,000
Summary:	Remove fish passage blocking culvert from Blueberry Creek.
Updated:	September 2024

NARRATIVE

Impacts resulting from a failed culvert conveying Blueberry Creek under NE 202ND ST during construction of the 68TH AVE NE Improvement Project resulted in mitigation requirements for Blueberry Creek. As mitigation, the City is removing a fish blocking culvert from the stream and restoring the creek in that area. This fish barrier is the downstream most barrier known to exist in the creek and will open access to fish to Swamp Creek.

CONCEPTUAL DESIGN

- Remove existing 12-inch culvert from stream. Access restrictions will likely require hand removal of the culvert in pieces.
- Restoration work surrounding culvert will likely have to be done by hand due to access issues and to minimize adverse impacts to critical area.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Difficult access to project location. Manual work likely required.
- Erosion and sediment controls needed.
- Stream bypass system needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

Preliminary estimate is \$250,000.

SCHEDULE

2025/2026 – Finalize design, permits, advertise
2026 – Construction

SWM CIP ID:	SW-0254
Project:	Muck Creek Restoration
Location:	18727 73 RD AVE NE
Basin:	Muck Creek (Swamp Creek)
Cost Estimate:	\$1,250,000
Summary:	Remove structures from City owned property and restore habitat.
Updated:	September 2024

NARRATIVE

The city acquired, with assistance from a King County Conservation Futures grant, a property adjacent to Muck Creek on 73RD AVE NE. The property had a long history of flooding and the existing structures are located within the stream buffers and flood plain. The City plans to remove all structures and impervious areas from the property and restore the stream and adjacent habitat back to natural conditions.

CONCEPTUAL DESIGN

- Remove existing structures and impervious area (e.g. driveway, patios, etc...).
- Realign the stream to utilize available area and add complexity to stream
- Restore adjacent habitat

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

Design, permits and construction estimate is \$1,250,000.
Land acquisition was \$680,000. Conservation Futures provided \$510,000.

SCHEDULE

2024/2025 – Finalize design, obtain permits and advertise
2025 – Construction

SWM CIP ID:	Acquisition (Conservation/Restoration) Program
Project:	Future Property Acquisition (Conservation/Restoration) Projects
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$3,410,800
Summary:	Acquire critical area property for conservation and restoration.
Updated:	September 2024

NARRATIVE

As part of the City's overall goal to acquire, protect and restore high value critical area habitat, the city allocated funds to acquire property and conduct projects that support this goal. The City's 2023 adopted Rapid Progress+ funding program is designed to provide funds for restoration and conservation projects, like this one, and include expenses associated with land acquisition, demolition of existing structures and impervious areas, restoration of property to natural conditions, and grant matches.

The City may also leverage King County Conservation Futures (CFT) grant funds to increase the city's ability to purchase additional property.

CONCEPTUAL DESIGN

Once a property is identified, a plan is developed depending on the conditions of the property. Factors such as presence of existing structures, contamination issues, and restoration needs will dictate the design needed for the project.

CONSIDERATIONS FOR IMPLEMENTATION

- Property appraisal
- Standard property purchase process
- A King County Conservation Futures (CFT) grant will be applied for
- Demolition, cleanup, restoration, if needed

PROJECT LOCATION

Citywide

PROJECT COST ESTIMATE

\$3,410,800 covering years 2026 through 2030. King County Conservation Futures (CFT) grant award can potentially cover up to 75% of the purchase cost, if awarded.
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SCHEDULE

2026 through 2030.

SWM CIP ID:	SW-0261
Project:	Swamp Creek Tributary Fish Passage Culvert Replacement
Location:	NE 192 ND ST & 73 RD AVE NE
Basin:	Unnamed Tributary (Swamp Creek)
Cost Estimate:	\$2,300,000 - \$2,500,000
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	April 2024

NARRATIVE

An unnamed tributary to Swamp Creek flows north to south under NE 192ND ST just east of 73RD AVE NE. The existing culvert is an identified fish passage barrier and is prioritized as one of the top culverts for replacement of the City's known 230+ stream culverts. The tributary provides approximately 0.11 miles of upstream habitat north of the culvert and flows approximately 0.2 miles downstream of NE 192ND ST to its confluence with Swamp Creek. There are no known fish passage barriers downstream of this culvert to Swamp Creek and Lake Washington. WDFW has documented salmon use in Swamp Creek, including chinook (*Oncorhynchus tshawytscha*), steelhead trout (*Oncorhynchus mykiss*), sea run cutthroat (*Oncorhynchus clarkii*), sockeye (*Oncorhynchus nerka*), coho (*Oncorhynchus kisutch*), and resident trout (WDFW, 2019). The tributary to Swamp Creek meets the physical use criteria for these species as well.

CONCEPTUAL DESIGN

- Remove existing 24-inch fish passage barrier culvert.
- Install 12-foot span, 4-foot rise fish passable box culvert.
- Restore adjacent stream habitat.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$2,300,000 - \$2,500,000 based on similar recently completed culvert projects.

The City was awarded \$1,300,000 in Community Project Funds through Congresswoman DelBene's office in 2024. The City hopes to find an additional \$700,000 in grant funds and will cover the remaining \$300,000-\$500,000 with City SWM funds.

SCHEDULE

2022 – 2024: Conceptual design, secure funding.

2024 – 2026: Design, permitting, acquisition.

2026 – 2027: Final plans, specifications, estimates, advertise, and Construction.

SWM CIP ID:	SW-0273
Project:	0057 Fish Passage Culvert Replacement (163 RD)
Location:	7531 NE 163 RD ST
Basin:	Tributary 0057
Cost Estimate:	\$2,165,400
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	September 2024

NARRATIVE

The existing culvert crossing at the intersection of Tributary 0057 and NE 163rd St was identified by WDFW as a full barrier to fish passage July 22, 2021. The existing crossing consists of two 18-inch corrugated metal pipe culverts with approximately 7.5 feet of roadway fill at the downstream end. The City has identified this crossing as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental benefits. The project will result in a fish habitat gain of 20,800 square feet for many potential species including sockeye salmon, cutthroat trout, bull trout, resident trout, steelhead trout, and coho salmon.

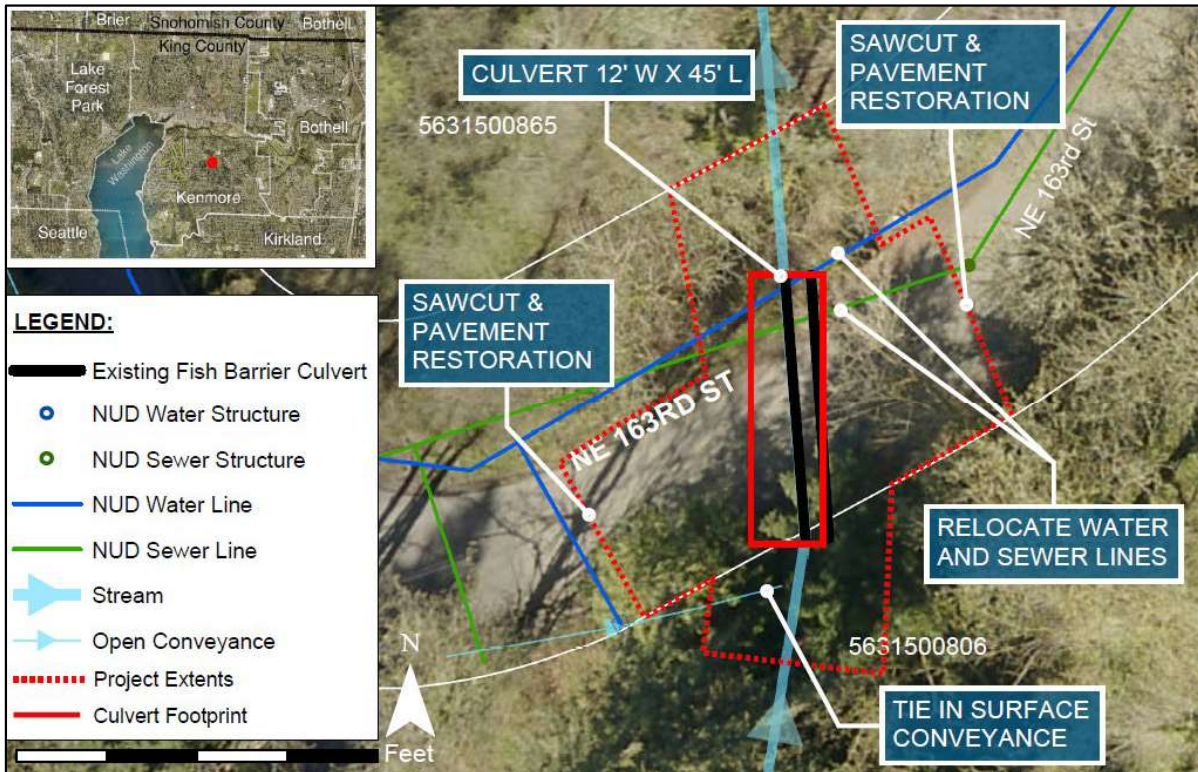
CONCEPTUAL DESIGN

The concept design for the replacement culvert is based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines published in 2013. The concept design bankfull width for the site is 8.0 feet based on field measurements taken near the stream crossing. The bankfull width and the existing crossing length were used to determine concept design culvert dimensions of 12-feet wide by 45-feet long. The culvert depth is expected to be standard based on the stream profile relative to the roadway. For this concept level design it was assumed that the existing slope through the crossing would be adequate for flood conveyance and fish passage, which keeps the project area small. The existing crossing ends near the upstream ROW, so an easement will be required for construction. The sewer and water utility systems near this project are expected to require standard relocation or replacement.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$2,165,400.
Staff will be applying for grants to cover at least 50% of construction costs.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring. As of September 2024, grants for SW-0268 will place that project sooner in the 2025-2030 CIP schedule, if awarded.

2025/2026 – Preliminary design
2027/2028 – Design, permits, acquisition
2029 – Construction

SWM CIP ID:	SW-0272
Project:	Tributary 0057 Fish Passage Culvert Replacement (76 TH)
Location:	7531 NE 163 RD ST
Basin:	Tributary 0057
Cost Estimate:	\$1,957,100
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	October 2023

NARRATIVE

The existing culvert crossing at the intersection of Tributary 0057 and 76th Ave NE was identified by WDFW as a partial barrier to fish passage July 1, 2021. The existing crossing consists of a 24-inch concrete culvert with approximately 3.5 feet of roadway fill. The City has identified this crossing as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental benefits. The project will result in a fish habitat gain of 13,480 square feet for many potential species including sockeye salmon, cutthroat trout, bull trout, resident trout, steelhead trout, and coho salmon.

CONCEPTUAL DESIGN

The concept design for the replacement culvert is based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines published in 2013. The concept design bankfull width for the site is 7.0 feet based on field measurements taken near the stream crossing. The bankfull width and the existing crossing length were used to determine concept design culvert dimensions of 11-feet wide by 45-feet long. The culvert depth is expected to be standard based on the stream profile relative to the roadway. For this concept level design it was assumed that the existing slope through the crossing would be adequate for flood conveyance and fish passage, which keeps the project area small and ROW acquisition limited. The sewer and water utility systems near this project are expected to require standard relocation or replacement.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$1,957,100. Staff will be applying for grants to cover at least 50% of construction costs.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring. As of September 2024, grants for SW-0268 will place that project sooner in the 2025-2030 CIP schedule, if awarded.

2025/2026 – Preliminary design
2027/2028 – Design, permits, acquisition
2029 – Construction

SWM CIP ID:	SW-0270
Project:	Tributary 0057 Fish Passage Culvert Replacement (74 TH Downstream)
Location:	16527 74 TH AVE NE
Basin:	Tributary 0057
Cost Estimate:	\$2,509,000
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	October 2023

NARRATIVE

The existing culvert crossing at the intersection of Tributary 0057 and a private driveway off of 74th Ave NE was identified by WDFW as a partial barrier to fish passage on August 19, 2021. The existing crossing consists a 48-inch concrete culvert with approximately 2 feet of roadway fill. The City has identified this crossing as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental benefits. The project will result in a fish habitat gain of 31,248 square feet for many potential species including sockeye salmon, cutthroat trout, resident trout, steelhead trout, and coho salmon and bull trout.

CONCEPTUAL DESIGN

The concept design for the replacement culvert is based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines published in 2013. The concept design bankfull width for the site is 7.0 feet based on field measurements taken near the stream crossing. The bankfull width and the existing crossing length were used to determine concept design culvert dimensions of 11-feet wide by 25-feet long. The culvert depth is expected to be standard based on the stream profile relative to the roadway. For this concept level design it was assumed that the existing slope through the crossing would be adequate for flood conveyance and fish passage, which keeps the project area small. The stream and crossing are located on private property, so an easement will be required.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$2,509,000. Staff will be applying for grants to cover at least 50% of construction costs.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring. As of September 2024, grants for SW-0268 will place that project sooner in the 2025-2030 CIP schedule, if awarded.

- 2025/2026 – Preliminary design
- 2027/2028 – Design, permits, acquisition
- 2028/2029 – Construction

SWM CIP ID:	SW-0271
Project:	Tributary 0057 Fish Passage Culvert Replacement (74 TH Upstream)
Location:	16527 74 TH AVE NE
Basin:	Tributary 0057
Cost Estimate:	\$2,498,300
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	October 2023

NARRATIVE

The existing culvert crossing at the intersection of Tributary 0057 and 74th Ave NE was identified by WDFW as a partial barrier to fish passage August 19, 2021. The existing crossing is a 24-inch concrete culvert with approximately 4.0 feet of roadway fill at the downstream end. The City has identified this crossing as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental and community benefits. The project will result in a fish habitat gain of 29,500 square feet for many potential species including sockeye salmon, cutthroat trout, bull trout, resident trout, steelhead trout, and coho salmon.

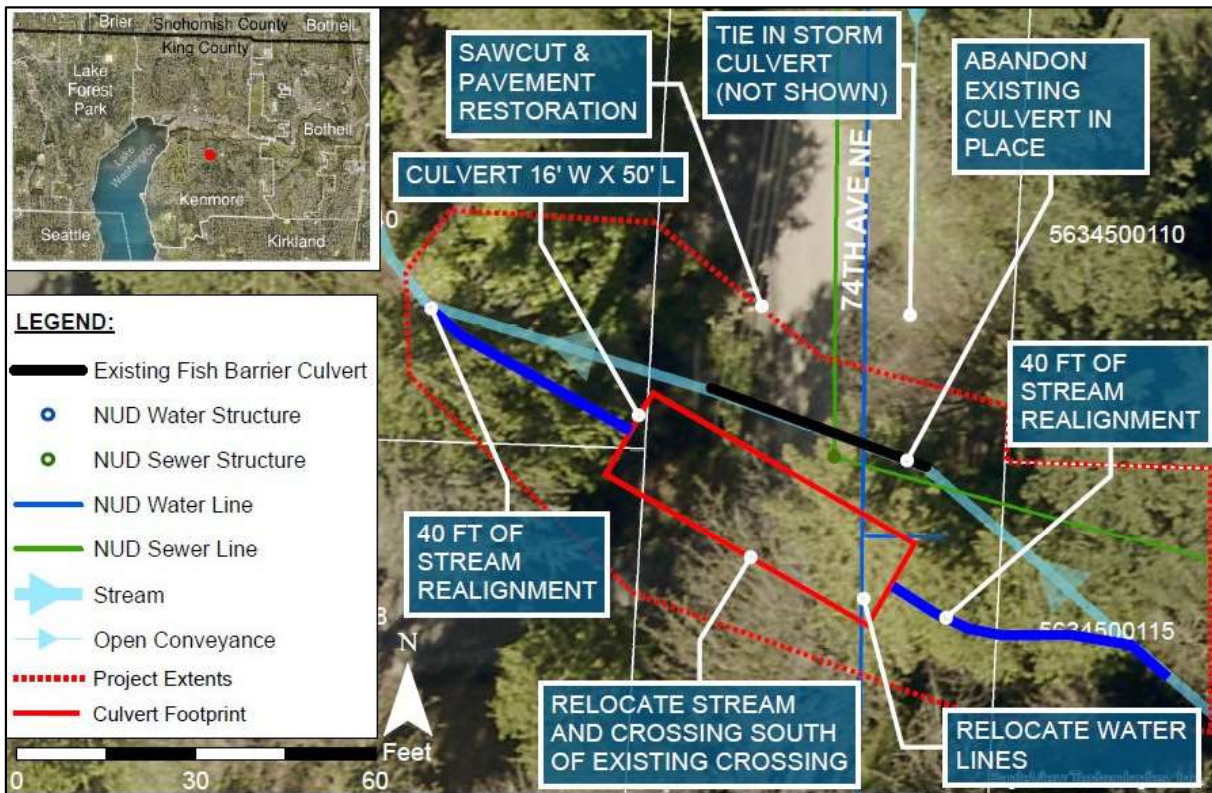
CONCEPTUAL DESIGN

The concept design for the replacement culvert is based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines published in 2013. The concept design bankfull width for the site is 11.0 feet based on field measurements taken near the stream crossing. The bankfull width and the existing crossing length were used to determine the concept design culvert dimensions of 16-feet wide by 50-feet long. The culvert depth is expected to be standard based on the stream profile relative to the roadway. The existing crossing is near a sewer manhole. Installing the fish passable culvert at the existing culvert location may require extensive sewer realignment and installation of additional manholes. This concept design proposes relocating the crossing to the south of the sewer line to avoid this conflict.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.

PROJECT LOCATION



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$2,498,300.
Staff will be applying for grants to cover at least 50% of construction costs.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring. As of September 2024, grants for SW-0268 will place that project sooner in the 2025-2030 CIP schedule, if awarded.

2025/2026 – Preliminary design
2027/2028 – Design, permits, acquisition
2028/2029 – Construction

SWM CIP ID:	SW-0267
Project:	Samm Trib Fish Passage Culvert Replacement (169 TH)
Location:	8122 NE 169 TH ST
Basin:	Sammamish River Tributary
Cost Estimate:	\$2,264,100
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	October 2023

NARRATIVE

The existing culvert crossing at the intersection of Sammamish Tributary 1 and NE 169th St was identified by WDFW as a full barrier to fish passage July 26, 2021. The existing crossing is a 24-inch concrete culvert with approximately 5.0 feet of roadway fill at the downstream end. The City has identified this crossing as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental benefits. The project will result in a fish habitat gain of 7,140 square feet for many potential species including sockeye salmon, cutthroat trout, bull trout, resident trout, steelhead trout, and coho salmon.

CONCEPTUAL DESIGN

The concept design for the replacement culvert is based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines published in 2013. The concept design bankfull width for the site is 11.0 feet based on field measurements taken near the stream crossing. The bankfull width and the existing crossing length were used to determine concept design culvert dimensions of 16-feet wide by 35-feet long. The culvert depth is expected to be standard based on the stream profile relative to the roadway. The stream invert elevation drops significantly downstream of the crossing, so the restoration project will need to extend further up or down stream to fully remove the fish barrier. This will require the acquisition of an easement for construction. The water utility systems near this project is expected to require standard relocation or replacement.

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA and WDFW HPA needed.
- Temporary construction easements needed.
- Erosion and sediment controls needed.
- Stream bypass system needed.
- Traffic control needed.



PROJECT COST ESTIMATE

The preliminary design level estimate for the project is \$2,264,100.
Staff will be applying for grants to cover at least 50% of construction costs.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring.

2025/2026 – Design, permits, acquisition
2027 – Final plans, specifications, estimates, advertise, construction

SWM CIP ID:	SW-0268
Project:	Tributary 0056 Fish Passage Culvert Replacement (175 TH)
Location:	NE 175 TH ST & 61 ST AVE NE
Basin:	Tributary 0056
Cost Estimate:	\$7,966,000
Summary:	Replace existing fish passage barrier culvert with new culvert.
Updated:	September 2024

NARRATIVE

The existing culvert crossing at the intersection of Tributary 0056 and NE 175th St is connected to a privately owned culvert downstream and a King County culvert directly upstream. The crossings were evaluated by WDFW on March 29, 2006, but a barrier status was not determined. The city owned portion of the crossing consists of two 42-inch culverts. The City has identified this group of crossings as a high priority for replacement using the Culvert Prioritization Spreadsheet due to its significant environmental benefits. The project will result in a fish habitat gain of 75,760 square feet for many potential species including resident trout, steelhead trout, and coho salmon. As of September 2024, the City has coordinated with Washington State Department of Transportation (WSDOT) to jointly apply for federal funds to pay for a significant portion of this project. WSDOT is currently preparing to replace their upstream culvert under SR 522 and daylight the stream north through the existing Jack in the Box property located on the north side of SR 522. The city is also coordinating with King County and downstream property owners to design the project.

CONCEPTUAL DESIGN

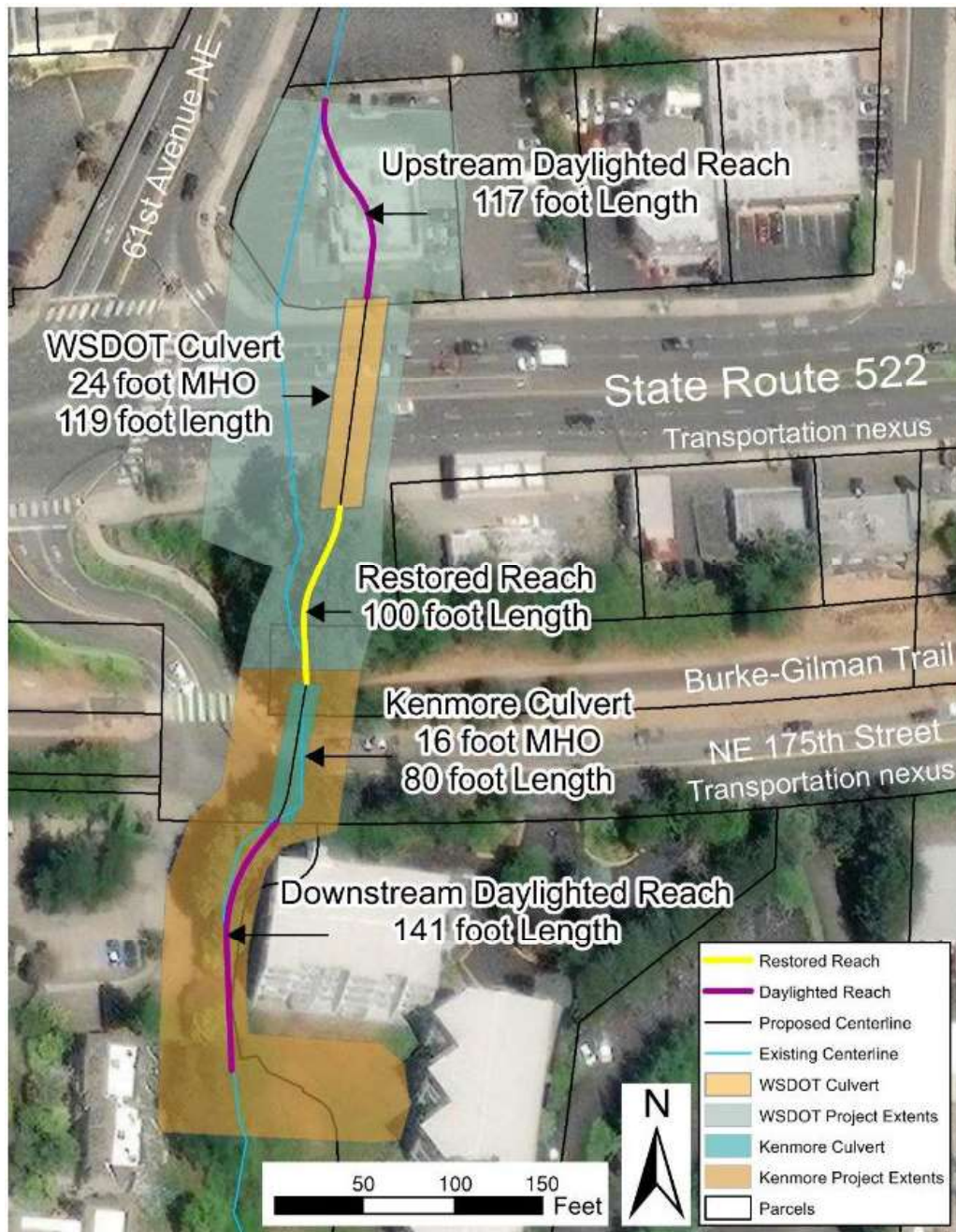
Conceptual designs for the replacement culvert are based on stream simulation culvert design, as described in WDFW's Water Crossing Design Guidelines. Following these guidelines, the city is proposing to install a box culvert 80 feet long with a span of 16 feet and rise of 6.8 feet under NE 175TH ST and to remove the existing downstream culvert, daylighting this reach of stream. The box culvert will tie into the upstream reach restored by WSDOT as part of their SR 522 culvert replacement project (2027).

CONSIDERATIONS FOR IMPLEMENTATION

- Environmental review including SEPA, NEPA (federal funds), WDFW HPA and USACOE
- Coordination with WSDOT, King County, private property owners
- Easements and property agreements needed

- Erosion and sediment controls needed
- Stream bypass system needed, fish window work
- Traffic control needed
- Grant funding needed

PROJECT LOCATION



PROJECT COST ESTIMATE

30% design level total project cost estimate is \$7,966,000. This estimate accounts for construction in 2027.

The City jointly applied with WSDOT for a federal grant offered by the Federal Highway Administration. The City portion of the request is \$5M. If awarded, this leaves approximately \$3M for the City to match.

SCHEDULE

Schedule is contingent on what grants the city is successful in acquiring.

2025/2026 – Design, permits, ROW, utilities, property negotiations

2027/2028 – Final design, plans, specifications, estimates, advertise, construction

SWM CIP ID:	SW-0278
Project:	Thomas Property Acquisition (Conservation/Restoration)
Location:	16425 76 TH AVE NE
Basin:	Tributary 0057
Cost Estimate:	\$625,000
Summary:	Acquire critical area property for conservation and restoration.
Updated:	September 2024

NARRATIVE

As part of the City's overall goal to acquire, protect and restore high value critical area habitat, this property was identified as an ideal property to acquire to avoid development through reasonable use exception regulations. The City's 2023 adopted Rapid Progress+ funding program is designed to provide funds for restoration and conservation projects, like this one, and include expenses associated with land acquisition, demolition of existing structures and impervious areas, restoration of property to natural conditions, and grant matches.

CONCEPTUAL DESIGN

This property is currently undeveloped, but has an approved development plan, which required a reasonable use exception to accommodate one single family residence. The owner is a willing seller and upon acquisition of the property some invasive plant management is currently planned. The property will be conserved as is.

CONSIDERATIONS FOR IMPLEMENTATION

- Property appraisal
- Standard property purchase process
- A King County Conservation Futures (CFT) grant will be applied for

PROJECT LOCATION



PROJECT COST ESTIMATE

Estimated \$625,000 based on 2024 appraisal. King County Conservation Futures (CFT) grant award can potentially cover up to 75%, or \$468,750, of the purchase cost, if awarded.

SCHEDULE

2024 – Appraisal, apply for King County Conservation Futures (CFT) grant
2025 – Purchase property, inspect and clean up as needed

SWM CIP ID:	SW-0282
Project:	Property Acquisition (Conservation/Restoration)
Location:	Citywide
Basin:	Citywide
Cost Estimate:	\$850,000
Summary:	Acquire critical area property for conservation and restoration.
Updated:	September 2024

NARRATIVE

As part of the City's overall goal to acquire, protect and restore high value critical area habitat, the city allocated funds to acquire property and conduct projects that support this goal. The City's 2023 adopted Rapid Progress+ funding program is designed to provide funds for restoration and conservation projects, like this one, and include expenses associated with land acquisition, demolition of existing structures and impervious areas, restoration of property to natural conditions, and grant matches.

As of September 2024, the City has identified one potential property in Swamp Creek with a willing seller and may identify others during the 2025-2026 biennium budget. The City may also leverage King County Conservation Futures (CFT) grant funds to increase the city's ability to purchase additional property.

CONCEPTUAL DESIGN

This project has not made a final decision on a specific property as of September 2024. Once identified, a plan is developed depending on the conditions of the property. Factors such as presence of existing structures, contamination issues, and restoration needs will dictate the design needed for the project.

CONSIDERATIONS FOR IMPLEMENTATION

- Property appraisal
- Standard property purchase process
- A King County Conservation Futures (CFT) grant will be applied for
- Demolition, cleanup, restoration, if needed

PROJECT LOCATION

Citywide

PROJECT COST ESTIMATE

Estimated \$850,000 based on average property costs. King County Conservation Futures (CFT) grant award can potentially cover up to 75%, or \$637,500, of the purchase cost, if awarded.

SCHEDULE

2025 – Appraisal, apply for King County Conservation Futures (CFT) grant
2026 – Purchase property, inspect, demolition and clean up as needed

IX. City of Kenmore, Washington
City Facilities Capital Improvement Program
Proposed for the Years 2025-2030

Project Description	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
Public Works Operations Center Design & Construction	8,000,000	8,075,000	-	-	-	-
Debt Repayment	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Total Project Costs	\$ 9,800,000	\$ 9,875,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000

Funding As Proposed:	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed
Transfer from SWM	900,000	900,000	900,000	900,000	900,000	900,000
Transfer from REET	900,000	900,000	900,000	900,000	900,000	900,000
Total Project Funding	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000



City of Kenmore Facilities Improvement Program

Project Name: Public Works Operations Center

Project No. F-1

Project Location: 6500 Block of NE 202nd ST

Project Description:

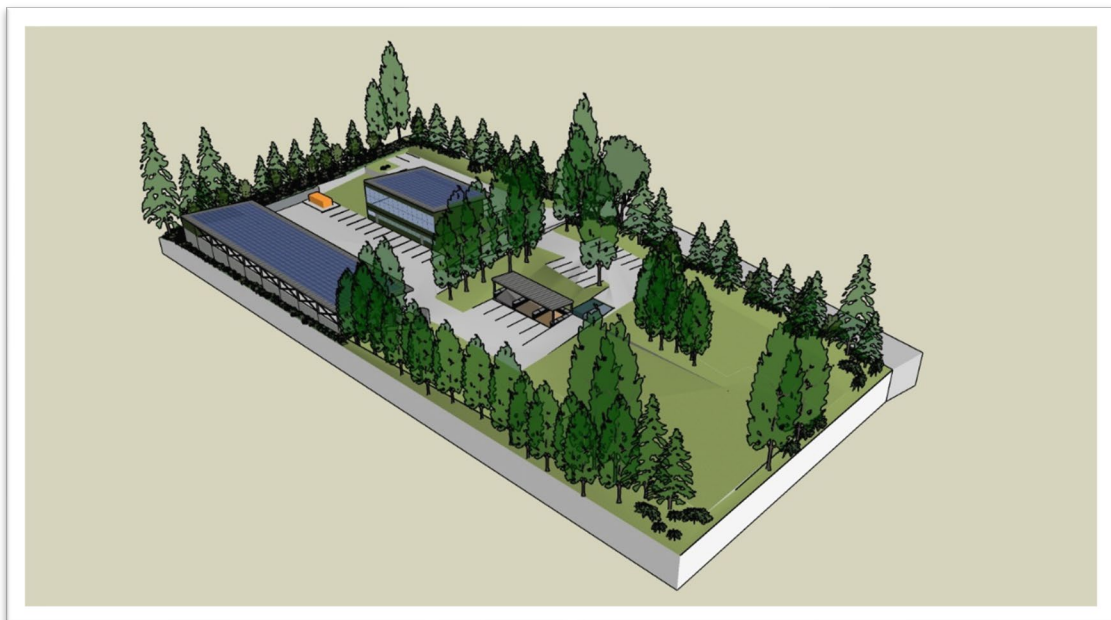
New Public Works Operation Center including an administrative building and a public works maintenance yard. The facility will provide office and yard space for Public Works Operations and Environmental Services.

Background: For nearly twenty years, the City provided public works services with an Interlocal Agreement (ILA) with the City of Lake Forest Park. The two cities parted ways after Lake Forest Park gave notice to end the ILA in 2018. In January of 2019, the City began operating its own in-house public works operations department and based its operations in two temporary locations: a portion of the US Post Office building for office space and the half acre vacant lot at the northwest corner of 67th Avenue NE and NE Bothell Way. After several unsuccessful attempts, the City secured and purchased a property in 2021 on NE 202nd St adjacent to Kenmore Middle School.

Funding Sources:

This project will be funded with a combination of Real Estate Excise Tax, Surface Water Utility Fees, and grant funds to build the initial phase of the project.

Existing Conditions: The property was previously zoned as residential but was rezoned as public/semi-public in the 2022 Comprehensive Plan Update. Three of four residential homes were demolished on the site in 2024.





City of Kenmore Facilities Improvement Program

Project Name: Public Works Operations Center

Project No. F-1

CURRENT DOLLARS

Year	Prior Years	2025	2026	2027	2028	2029	2030	Total
Expenses								
Acquisition	\$ 6,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,100,000
Design & Construction	\$ 337,458	\$ 8,000,000	\$ 8,075,000			\$ -	\$ -	\$ 16,412,458
Total	\$ 6,437,458	\$ 8,000,000	\$ 8,075,000					\$ 22,512,458
Revenue								
REET	\$ 1,151,539	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 6,551,539
SWM Fund	\$ 1,140,603	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 6,540,603
Street Fund	\$ 54,682		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,682
General Fund	\$ 28,780		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,780
Grant Funds		TBD	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 2,375,604	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 13,175,604

SCHEDULE

	2021				2022				2023				2024				2025				2026			
Project Timeline	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Acquisition																								
Rezoning & CUP																								
Design																								
Construction																								
Closeout																								

CITY OF KENMORE, WASHINGTON
REET Fund Projections
For The Years 2025-2030

DESCRIPTION	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030
Beginning Cash	\$1,291,200	\$1,505,067	\$1,713,227	\$1,497,011	\$809,517	\$702,604
Revenues:						
REET 1	900,000	909,000	918,090	927,271	936,544	945,909
REET 2	900,000	909,000	918,090	927,271	936,544	945,909
Investment Interest	140,000	120,000	105,000	90,000	75,000	60,000
Total Revenues	\$1,940,000	\$1,938,000	\$1,941,180	\$1,944,542	\$1,948,087	\$1,951,818
Transfers Out for Transportation:						
T27 Pedestrian facilities plan	-	-	425,000	425,000	425,000	425,000
T 38 Lower Swamp Creek Bridge Replacement	-	-	-	44,148	-	-
T 41 Juanita Dr Pedestrian & Bicycle Safety	25,000	-	-	-	-	-
T 44 61st Ave Sidewalk Replacement Project (Phase 1)	-	53,553	-	-	-	-
T 252 ADA Transition Program	400,000	150,000	650,000	650,000	650,000	650,000
Transfer to Transportation Capital Fund	175,000	-	-	-	-	-
T 253 NE 18st ST Sidewalk Project	-	61,500	-	115,000	-	-
T 260 80th Ave NE Sidewalk Project	-	277,016	-	-	-	-
T 261 NE 192nd ST Sidewalk Project	73,447	130,450	-	112,150	-	-
T 262 Arrowhead Project	120,686	125,821	163,499	-	-	-
T 266 84th Ave NE Sidewalks	5,000	31,500	18,897	123,000	30,000	-
T 276 61st Ave Sidewalk Replacement Project (Phase 2)	2,000	-	-	262,738	50,000	50,000
T xxx Juanita Dr Tree Removal/Replacement	25,000	-	-	-	-	-
Subtotal - Transfers for Transportation	\$ 826,133	\$ 829,840	\$ 1,257,396	\$ 1,732,036	\$ 1,155,000	\$ 1,125,000
Transfers Out for Facilities:						
Public Works Operations Center (PWOC)	900,000	900,000	900,000	900,000	900,000	900,000
Subtotal - Transfers for Facilities	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000
Subtotal - Expenditures/Transfers Out	\$ 1,726,133	\$ 1,729,840	\$ 2,157,396	\$ 2,632,036	\$ 2,055,000	\$ 2,025,000
Net Income/(Loss)	\$ 213,867	\$ 208,160	\$ (216,216)	\$ (687,494)	\$ (106,913)	\$ (73,182)
Ending Cash Balance	\$1,505,067	\$1,713,227	\$1,497,011	\$809,517	\$702,604	\$629,422

IX. CITY OF KENMORE, WASHINGTON
Park Impact Fee Fund Projections
for the Years 2025-2030
Proposed
Ordinance
No. 24-0014
025-2030
Capital
Improvement...

CITY OF KENMORE, WASHINGTON
Park Impact Fee Fund Projections
for the Years 2025-2030

DESCRIPTION	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030
Beginning Cash	\$397,625	\$200,125	\$452,625	\$690,625	\$897,625	\$1,093,625
Revenues:						
Investment Interest	10,000	10,000	8,000	7,000	6,000	5,000
Park Impact Fees	292,500	292,500	250,000	250,000	225,000	225,000
Total Revenues	\$ 302,500	\$ 302,500	\$ 258,000	\$ 257,000	\$ 231,000	\$ 230,000
Transfers Out for Parks:						
P 27 W a d i s Park Waterfront	20,000	20,000	20,000	20,000	20,000	20,000
P 32 Moorlands Athletic Field Turf Replacement	-	-	-	30,000	15,000	160,000
P 34 Accessible Playground Feasibility Study	30,000	30,000	-	-	-	-
Transfer to Park Capital	450,000	-	-	-	-	-
Subtotal - Transfers to Park Capital	\$ 500,000	\$ 50,000	\$ 20,000	\$ 50,000	\$ 35,000	\$ 180,000
Net Income/(Loss)	\$ (197,500)	\$ 252,500	\$ 238,000	\$ 207,000	\$ 196,000	\$ 50,000
Ending Cash Balance	\$200,125	\$452,625	\$690,625	\$897,625	\$1,093,625	\$1,143,625

CITY OF KENMORE, WASHINGTON

Transportation Impact Fee Fund Projections
For The Years 2025-2030

DESCRIPTION	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030
Beginning Cash	\$1,533,849	\$1,438,849	\$1,513,849	\$1,845,954	\$1,820,954	\$1,540,954
Revenues:						
Investment Interest	40,000	35,000	30,000	25,000	20,000	15,000
Transp. Impact Fees	390,000	390,000	400,000	400,000	400,000	400,000
Total Revenues	\$430,000	\$425,000	\$430,000	\$425,000	\$420,000	\$415,000
Transfers Out for Transportation:	-	-	-	-	-	-
8 Burke Gilman Trail/SR522 Accessibility Project	-	-	2,105	-	-	-
253 NE 181st St Sidewalk Project	58,500	-	42,319	-	-	-
260 80th Ave NE Sidewalk Project	-	100,000	-	-	-	-
261 NE 192nd St Sidewalk Project	41,500	-	31,973	-	-	-
266 84th Ave NE Sidewalks	-	-	23,603	100,000	-	-
-xxx 66th/196th Slope Stability Project	-	-	-	350,000	700,000	-
Transfer to Transportation Capital Fund	275,000	250,000	-	-	-	-
Transfer to W Sammamish Bridge Fund	150,000	-	-	-	-	-
Subtotal	\$525,000	\$350,000	\$97,895	\$450,000	\$700,000	\$0
Net Income/(Loss)	(\$95,000)	\$75,000	\$332,105	(\$25,000)	(\$280,000)	\$415,000
Ending Cash Balance	\$1,438,849	\$1,513,849	\$1,845,954	\$1,820,954	\$1,540,954	\$1,955,954

CITY OF KENMORE, WASHINGTON

King County Trail and Park Levy Projections
For the Years 2025-2030

DESCRIPTION	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030
Beginning Cash	\$109,454	\$121,254	\$133,054	\$148,054	\$163,054	\$178,054
Revenues:						
Levy Revenues- Park	190,000	190,000	190,000	190,000	190,000	190,000
Total Revenues	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000
To be Transferred Out for Parks:						
P 28 Log Boom Park	50,000	50,000	50,000	50,000	50,000	50,000
P30 Rhododendron Park	3,200	3,200	-	-	-	-
Transfer to General Fund for Operations	125,000	125,000	125,000	125,000	125,000	125,000
Subtotal - Transfers for Parks	\$178,200	\$178,200	\$175,000	\$175,000	\$175,000	\$175,000
Net Income/(Loss)	\$11,800	\$11,800	\$15,000	\$15,000	\$15,000	\$15,000
Ending Cash Balance	\$121,254	\$133,054	\$148,054	\$163,054	\$178,054	\$193,054



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

November 5, 2024, General Election
Washington State Initiative Measure No. 2066
Concerning regulating energy services, including natural gas and electrification.

Proposed Council Action/Motion:

Pursuant to RCW 42.17A.555(1), members of the public and council will be afforded an approximately equal opportunity for expression of an opposing view.

Council may make a formal statement in support or in opposition to the initiative measure.

Motion:

Move to approve Resolution 24-421 to include language in [Support/Opposition*] of Washington State Initiative Measure 2066 which concerns regulating energy services, including natural gas and electrification.

*Council to select option

For Council Meeting Agenda of: 10/14/2024

Department: Environmental Services

Prepared by: Nina Rasmussen, Climate Action Plan Program Manager

Initial & Date

Approved by Department Head:	<u>RS 10/1/24</u>
Approved by City Attorney:	<u>DFR 9/30/24</u>
Approved by Finance Director:	<u>N/A</u>
Approved by City Manager:	<u>RK 10/1/24</u>

Attachments/Exhibits:

1. Initiative Measure 2066 Full Text
2. Resolution 24-421, expressing support/opposition for this ballot measure.

Summary:

Initiative Measure No. 2066 (Initiative 2066) would repeal and prohibit certain laws and regulations that discourage natural gas use and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers. The full text of the measure is set forth in Exhibit 1.

The proposed Resolution 24-421 (Exhibit 2) includes language in Support/Opposition* of proposed Initiative 2066, which will be on the ballot for the November 5, 2024 General Election.

(*Council to select option.)

Information/Background:

The Explanatory Statement for Initiative 2066 states:

The Law as it Presently Exists

Earlier this year, the Washington Legislature passed a law that regulates Puget Sound Energy (PSE), a large utility that provides gas and electricity to customers. That law is known as the “Washington Decarbonization Act.”

The Decarbonization Act consolidates PSE’s numerous reporting and planning requirements into a single plan, which must be submitted to the Washington Utilities and Transportation Commission (UTC). The plan must forecast customer energy demand and provide proposals for reducing greenhouse gas emissions from its operations. PSE’s plan must explain how it will transition from natural gas to electricity in a cost-effective way and how it will coordinate with local utilities when it targets an area for further electrification. In deciding whether to accept or reject the plan, the UTC must consider whether it reduces greenhouse emissions, meets energy efficiency targets, and results in a reasonable cost to customers.

The Decarbonization Act also sets requirements for how the UTC determines rates for PSE customers. For example, it would change how the UTC must calculate the depreciation of gas plants when determining rates.

The Effect of the Proposed Measure if Approved

If approved, Initiative Measure No. 2066 would repeal or amend certain provisions of the Decarbonization Act. Specifically, Initiative Measure No. 2066 would prohibit PSE rate plans that restrict access to gas service and any planning requirements that render gas service cost-prohibitive. It would allow PSE to offer rebates to purchase natural gas appliances or equipment and PSE would not be required to educate customers about the benefits of electrification or the availability of rebates for energy efficient appliances. It would also remove requirements that PSE target certain areas for electrification and coordinate with local utilities to further electrification.

The measure would also require gas utilities and local governments to provide natural gas to customers who demand it, even if other energy services or energy sources are available. It would further prohibit local governments, air pollution control agencies, and the State Building Code Council from prohibiting, penalizing, or discouraging the use of gas.

The Fiscal Impact Statement for Initiative 2066 states the initiative would require the State Building Code Council to amend various energy and building codes that limit the use of natural gas. The full Fiscal Impact Statement for Initiative 2066 is located at: [WashingtonVIP \(votewa.gov\)](https://www.washingtonvip.org/votewa.gov). The Arguments For and Against Initiative 2066 are located at: [WashingtonVIP \(votewa.gov\)](https://www.washingtonvip.org/votewa.gov). State law authorizes the City Council to take action to express a collective decision, or to actually vote upon a motion, proposal, or ordinance, or to support or oppose a ballot measure so long as:

(a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) . . . members of the . . . council, . . . or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

RCW 42.17A.555(1). Consistent with state law, the agenda includes the title and number of the ballot proposition, and members of the public and councilmembers are afforded an approximately equal opportunity to express their view.

Fiscal Consideration:

N/A

City Council Priority or Budget Objective Being Addressed:

2. Implement the adopted Climate Action Plan and promote environmental stewardship, including air, forest, and habitat restoration and preservation.

Initiative Measure No. 2066

Filed April 5, 2024

Page 284 of 426

AN ACT Relating to promoting energy choice by protecting access to gas for Washington homes and businesses; amending RCW 80.28.110, 35.92.050, 80.28.425, 80.--.---, 19.27A.020, 19.27A.025, and 19.27A.045; adding a new section to chapter 35.21 RCW; adding a new section to chapter 36.01 RCW; adding a new section to chapter 70A.15 RCW; creating a new section; repealing RCW 80.--.---, 80.--.---, and 80.--.---; and repealing 2024 c 351 ss 1 and 21 (uncodified).

BE IT ENACTED BY THE PEOPLE OF THE STATE OF WASHINGTON:

NEW SECTION. **Sec. 1.** (1) The people find that having access to natural gas enhances the safety, welfare, and standard of living of all people in Washington. The people further find that preserving Washington's gas infrastructure and systems will promote energy choice, security, independence, and resilience throughout the state. Natural gas is a convenient and important necessity because it: Serves as a backup source of energy during emergencies; provides consumers with more options for heating, sanitation, cooking and food preparation, and other household activities, helping to control their costs; and sustains essential businesses, such as restaurants.

(2) Unfortunately, due to recent policy and corporate decisions, the people's ability to make choices about their energy sources is at risk. Therefore, the people determine that access to gas and gas appliances must be preserved for Washington homes and businesses, by strengthening utilities' obligation to provide natural gas to customers who want it, and by preventing regulatory actions that will limit access to gas.

Sec. 2. RCW 80.28.110 and 2024 c 348 s 6 are each amended to read as follows:

(1) Every gas company, electrical company, wastewater company, or water company, engaged in the sale and distribution of gas, electricity, or water, or the provision of wastewater company services, shall, upon reasonable notice, furnish to all persons and corporations who may apply therefor and be reasonably entitled thereto, suitable facilities for furnishing and furnish all available gas, electricity, wastewater company services, and water as demanded, except that: ~~((+1))~~ (a) A water company may not furnish water contrary to the provisions of water system plans approved under chapter 43.20 or 70A.100 RCW; ~~((+2))~~ (b) wastewater companies may not provide services contrary to the approved general sewer plan; and ~~((+3))~~ (c) exclusively upon petition of a gas company, and subject to the commission's approval, a gas company's obligation to serve gas to customers that have access to the gas company's thermal energy network may be met by providing thermal energy through a thermal energy network.

(2) Every gas company or large combination utility shall provide natural gas to all persons and corporations in their service area or territory that demand, apply for, and are reasonably entitled to receive, natural gas under this section, even if other energy services or energy sources may be available.

Sec. 3. RCW 35.92.050 and 2022 c 292 s 405 are each amended to read as follows:

(1) A city or town may also construct, condemn and purchase, purchase, acquire, add to, alter, maintain, and operate works, plants, facilities for the purpose of furnishing the city or town and its inhabitants, and any other persons, with gas, electricity, green electrolytic hydrogen as defined in RCW 54.04.190, renewable hydrogen as defined in RCW 54.04.190, and other means of power and facilities for lighting, including streetlights as an integral utility service incorporated within general rates, heating, fuel,

and power purposes, public and private, with full authority to regulate and control the use, distribution, and price thereof, together with the right to handle and sell or lease, any meters, lamps, motors, transformers, and equipment or accessories of any kind, necessary and convenient for the use, distribution, and sale thereof; authorize the construction of such plant or plants by others for the same purpose, and purchase gas, electricity, or power from either within or without the city or town for its own use and for the purpose of selling to its inhabitants and to other persons doing business within the city or town and regulate and control the use and price thereof.

(2) A city or town that furnishes natural gas shall provide natural gas to those inhabitants that demand, apply for, and are reasonably entitled to receive, natural gas under this section, even if other energy services or energy sources may be available.

Sec. 4. RCW 80.28.425 and 2024 c 351 s 18 are each amended to read as follows:

(1) Beginning January 1, 2022, every general rate case filing of a gas or electrical company must include a proposal for a multiyear rate plan as provided in this chapter. The commission may, by order after an adjudicative proceeding as provided by chapter 34.05 RCW, approve, approve with conditions, or reject, a multiyear rate plan proposal made by a gas or electrical company or an alternative proposal made by one or more parties, or any combination thereof. The commission's consideration of a proposal for a multiyear rate plan is subject to the same standards applicable to other rate filings made under this title, including the public interest and fair, just, reasonable, and sufficient rates. In determining the public interest, the commission may consider such factors including, but not limited to, environmental health and greenhouse gas emissions reductions, health and safety concerns, economic development, and equity, to the extent such factors affect the

rates, services, and practices of a gas or electrical company regulated by the commission.

(2) The commission may approve, disapprove, or approve with modifications any proposal to recover from ratepayers up to five percent of the total revenue requirement approved by the commission for each year of a multiyear rate plan for tariffs that reduce the energy burden of low-income residential customers including, but not limited to: (a) Bill assistance programs; or (b) one or more special rates. For any multiyear rate plan approved under this section resulting in a rate increase, the commission must approve an increase in the amount of low-income bill assistance to take effect in each year of the rate plan where there is a rate increase. At a minimum, the amount of such low-income assistance increase must be equal to double the percentage increase, if any, in the residential base rates approved for each year of the rate plan. The commission may approve a larger increase to low-income bill assistance based on an appropriate record.

(3) (a) If it approves a multiyear rate plan, the commission shall separately approve rates for each of the initial rate year, the second rate year and, if applicable, the third rate year, and the fourth rate year.

(b) The commission shall ascertain and determine the fair value for rate-making purposes of the property of any gas or electrical company that is or will be used and useful under RCW 80.04.250 for service in this state by or during each rate year of the multiyear rate plan. For the initial rate year, the commission shall, at a minimum, ascertain and determine the fair value for rate-making purposes of the property of any gas or electrical company that is used and useful for service in this state as of the rate effective date. The commission may order refunds to customers if property expected to be used and useful by the rate effective date when the commission approves a multiyear rate plan is in fact not used and useful by such a date.

(c) The commission shall ascertain and determine the revenues and operating expenses for rate-making purposes of any gas or electrical company for each rate year of the multiyear rate plan.

(d) In ascertaining and determining the fair value of property of a gas or electrical company pursuant to (b) of this subsection and projecting the revenues and operating expenses of a gas or electrical company pursuant to (c) of this subsection, the commission may use any standard, formula, method, or theory of valuation reasonably calculated to arrive at fair, just, reasonable, and sufficient rates.

(e) If the commission approves a multiyear rate plan with a duration of three or four years, then the electrical company must update its power costs as of the rate effective date of the third rate year. The proceeding to update the electrical company's power costs is subject to the same standards that apply to other rate filings made under this title.

(4) Subject to subsection (5) of this section, the commission may by order establish terms, conditions, and procedures for a multiyear rate plan and ensure that rates remain fair, just, reasonable, and sufficient during the course of the plan.

(5) Notwithstanding subsection (4) of this section, a gas or electrical company is bound by the terms of the multiyear rate plan approved by the commission for each of the initial rate year and the second rate year. A gas or electrical company may file a new multiyear rate plan in accordance with this section for the third rate year and fourth rate year, if any, of a multiyear rate plan.

(6) If the annual commission basis report for a gas or electrical company demonstrates that the reported rate of return on rate base of the company for the 12-month period ending as of the end of the period for which the annual commission basis report is filed is more than .5 percent higher than the rate of return authorized by the commission in the multiyear rate plan for such a company, the company shall defer all revenues that are in excess of .5 percent higher than the rate of return authorized by the

commission for refunds to customers or another determination by the commission in a subsequent adjudicative proceeding. If a multistate electrical company with fewer than 250,000 customers in Washington files a multiyear rate plan that provides for no increases in base rates in consecutive years beyond the initial rate year, the commission shall waive the requirements of this subsection provided that such a waiver results in just and reasonable rates.

(7) The commission must, in approving a multiyear rate plan, determine a set of performance measures that will be used to assess a gas or electrical company operating under a multiyear rate plan. These performance measures may be based on proposals made by the gas or electrical company in its initial application, by any other party to the proceeding in its response to the company's filing, or in the testimony and evidence admitted in the proceeding. In developing performance measures, incentives, and penalty mechanisms, the commission may consider factors including, but not limited to, lowest reasonable cost planning, affordability, increases in energy burden, cost of service, customer satisfaction and engagement, service reliability, clean energy or renewable procurement, conservation acquisition, demand side management expansion, rate stability, timely execution of competitive procurement practices, attainment of state energy and emissions reduction policies, rapid integration of renewable energy resources, and fair compensation of utility employees.

(8) Nothing in this section precludes any gas or electrical company from making filings required or permitted by the commission.

(9) The commission shall align, to the extent practical, the timing of approval of a multiyear rate plan of an electrical company submitted pursuant to this section with the clean energy implementation plan of the electrical company filed pursuant to RCW 19.405.060.

(10) The provisions of this section may not be construed to limit the existing rate-making authority of the commission.

(11) The commission may require a large combination utility as defined in RCW 80.--.--- (section 2, chapter 351, Laws of 2024) to incorporate the requirements of this section into an integrated system plan established under RCW 80.--.--- (section 3, chapter 351, Laws of 2024).

(12) The commission shall not approve, or approve with conditions, a multiyear rate plan that requires or incentivizes a gas company or large combination utility to terminate natural gas service to customers.

(13) The commission shall not approve, or approve with conditions, a multiyear rate plan that authorizes a gas company or large combination utility to require a customer to involuntarily switch fuel use either by restricting access to natural gas service or by implementing planning requirements that would make access to natural gas service cost-prohibitive.

Sec. 5. RCW 80.--.--- and 2024 c 351 s 3 are each amended to read as follows:

(1) The legislature finds that large combination utilities are subject to a range of reporting and planning requirements as part of the clean energy transition. The legislature further finds that current natural gas integrated resource plans under development might not yield optimal results for timely and cost-effective decarbonization. To reduce regulatory barriers, achieve equitable and transparent outcomes, and integrate planning requirements, the commission may consolidate a large combination utility's planning requirements for both gas and electric operations, including consolidation into a single integrated system plan that is approved by the commission.

(2)(a) By July 1, 2025, the commission shall complete a rule-making proceeding to implement consolidated planning requirements for gas and electric services for large combination utilities that may include plans required under: (i) RCW 19.280.030; (ii) RCW 19.285.040; (iii) RCW 19.405.060; (iv) RCW 80.28.380; (v) RCW

80.28.365; (vi) RCW 80.28.425; and (vii) RCW 80.28.130. The commission may extend the rule-making proceeding for 90 days for good cause shown. The large combination utilities' filing deadline required in subsection (4) of this section will be extended commensurate to the rule-making extension period set by the commission. Subsequent planning requirements for future integrated system plans must be fulfilled on a timeline set by the commission. Large combination utilities that file integrated system plans are no longer required to file separate plans that are required in an integrated system plan. The statutorily required contents of any plan consolidated into an integrated system plan must be met by the integrated system plan.

(b) In its order adopting rules or issuing a policy statement approving the consolidation of planning requirements, the commission shall include a compliance checklist and any additional guidance that is necessary to assist the large combination utility in meeting the minimum requirements of all relevant statutes and rules.

(3) Upon request by a large combination utility, the commission may issue an order extending the filing and reporting requirements of a large combination utility under RCW 19.405.060 and 19.280.030, and requiring the large combination utility to file an integrated system plan pursuant to subsection (4) of this section if the commission finds that the large combination utility has made public a work plan that demonstrates reasonable progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and achieving equity goals. The commission's approval of an extension of filing and reporting requirements does not relieve the large combination utility from the obligation to demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets approved in its most recent clean energy implementation plan. Commission approval of an extension under this section fulfills the large combination ~~((utilities))~~ utility's statutory filing deadlines under RCW 19.405.060(1).

(4) By January 1, 2027, and on a timeline set by the commission thereafter, large combination utilities shall file an integrated system plan demonstrating how the large combination utilities' plans are consistent with the requirements of this chapter and any rules and guidance adopted by the commission, and which:

(a) Achieve the obligations of all plans consolidated into the integrated system plan;

(b) Provide a range of forecasts, for at least the next 20 years, of projected customer demand that takes into account econometric data and addresses changes in the number, type, and efficiency of customer usage;

(c) Include scenarios that achieve emissions reductions for both gas and electric operations equal to at least their proportional share of emissions reductions required under RCW 70A.45.020;

(d) Include scenarios with emissions reduction targets for both gas and electric operations for each emissions reduction period that account for the interactions between gas and electric systems;

(e) Achieve two percent of electric load annually with conservation and energy efficiency resources, unless the commission finds that a higher target is cost-effective. However, the commission may accept a lower level of achievement if it determines that the requirement in this subsection (4)(e) is neither technically nor commercially feasible during the applicable emissions reduction period;

(f) Assess commercially available conservation and efficiency resources, including demand response and load management, to achieve the conservation and energy efficiency requirements in (e) of this subsection, and as informed by the assessment for conservation potential under RCW 19.285.040 for the planning horizon consistent with (b) of this subsection. Such an assessment may include, as appropriate, opportunities for development of combined heat and power as an energy and capacity resource, demand response and load management programs, and currently employed and new policies and programs needed to obtain the conservation and efficiency resources.

The value of recoverable waste heat resulting from combined heat and power must be reflected in analyses of cost-effectiveness under this subsection;

(g) Achieve annual demand response and demand flexibility equal to or greater than 10 percent of winter and summer peak electric demand, unless the commission finds that a higher target is cost-effective. However, the commission may accept a lower level of achievement if it determines that the requirement in this subsection (4)(g) is neither technically nor commercially feasible during the applicable emissions reduction period;

~~(h) ((Achieve all cost-effective electrification of end uses currently served by natural gas identified through an assessment of alternatives to known and planned gas infrastructure projects, including nonpipeline alternatives, rebates and incentives, and geographically targeted electrification;~~

~~(i))~~ Include low-income electrification programs that must:

(i) Include rebates and incentives to low-income customers and customers experiencing high energy burden for the deployment of high-efficiency electric-only heat pumps in homes and buildings currently heating with wood, oil, propane, electric resistance, or gas;

(ii) Provide demonstrated material benefits to low-income participants including, but not limited to, decreased energy burden, the addition of air conditioning, and backup heat sources using natural gas or energy storage systems, if necessary to protect health and safety in areas with frequent outages, or improved indoor air quality;

(iii) Enroll customers in energy assistance programs or provide bill assistance;

~~(iv) ((Provide dedicated funding for electrification readiness;~~

~~(v))~~ Include low-income customer protections to mitigate energy burden, if electrification measures will increase a low-income participant's energy burden; and

~~((vi))~~ (v) Coordinate with community-based organizations in the ~~((gas or electrical company's))~~ large combination utility's service territory including, but not limited to, grantees of the department of commerce, community action agencies, and community-based nonprofit organizations, to remove barriers and effectively serve low-income customers;

~~((j))~~ (i) Accept as proof of eligibility for energy assistance enrollment in any means-tested public benefit, or low-income energy assistance program, for which eligibility does not exceed the low-income definition set by the commission pursuant to RCW 19.405.020;

~~((k) Assess the potential for geographically targeted electrification including, but not limited to, in overburdened communities, on gas plant that is fully depreciated or gas plant that is included in a proposal for geographically targeted electrification that requires accelerating depreciation pursuant to RCW 80.---.--- (1) (section 7(1), chapter 351, Laws of 2024) for the gas plant subject to such electrification proposal;~~

~~(l))~~ (j) Assess commercially available supply side resources, including a comparison of the benefits and risks of purchasing electricity or gas or building new resources;

~~((m) Assess nonpipeline alternatives, including geographically targeted electrification and demand response, as an alternative to replacing aging gas infrastructure or expanded gas capacity. Assessments must involve, at a minimum:~~

~~(i) Identifying all known and planned gas infrastructure projects, including those without a fully defined scope or cost estimate, for at least the 10 years following the filing;~~

~~(ii) Estimating programmatic expenses of maintaining that portion of the gas system for at least the 10 years following the filing; and~~

~~(iii) Ranking all gas pipeline segments for their suitability for nonpipeline alternatives;~~

~~(n))~~ (k) Assess distributed energy resources that meets the requirements of RCW 19.280.100;

~~((+e))~~ (l) Provide an assessment and 20-year forecast of the availability of and requirements for regional supply side resource and delivery system capacity to provide and deliver electricity and gas to the large combination utility's customers and to meet, as applicable, the requirements of chapter 19.405 RCW and the state's greenhouse gas emissions reduction limits in RCW 70A.45.020. The delivery system assessment must identify the large combination utility's expected needs to acquire new long-term firm rights, develop new, or expand or upgrade existing, delivery system facilities consistent with the requirements of this section and reliability standards and take into account opportunities to make more effective use of existing delivery facility capacity through improved delivery system operating practices, conservation and efficiency resources, distributed energy resources, demand response, grid modernization, nonwires solutions, and other programs if applicable;

~~((+p))~~ (m) Assess methods, commercially available technologies, or facilities for integrating renewable resources and nonemitting electric generation including, but not limited to, battery storage and pumped storage, and addressing overgeneration events, if applicable to the large combination utility's resource portfolio;

~~((+q))~~ (n) Provide a comparative evaluation of supply side resources, delivery system resources, and conservation and efficiency resources using lowest reasonable cost as a criterion;

~~((+r))~~ (o) Include a determination of resource adequacy metrics for the integrated system plan consistent with the forecasts;

~~((+s))~~ (p) Forecast distributed energy resources that may be installed by the large combination utility's customers and an assessment of their effect on the large combination utility's load and operations;

~~((+t))~~ (q) Identify an appropriate resource adequacy requirement and measurement metric consistent with prudent utility practice in implementing RCW 19.405.030 through 19.405.050;

~~((w))~~ (r) Integrate demand forecasts, resource evaluations, and resource adequacy requirements into a long-range assessment describing the mix of supply side resources and conservation and efficiency resources that will meet current and projected needs, including mitigating overgeneration events and implementing RCW 19.405.030 through 19.405.050, at the lowest reasonable cost and risk to the large combination utility and its customers, while maintaining and protecting the safety, reliable operation, and balancing of the energy system of the large combination utility;

~~((v))~~ (s) Include an assessment, informed by the cumulative impact analysis conducted under RCW 19.405.140, of: Energy and nonenergy benefits and the avoidance and reductions of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits, costs, and risks; and energy security and risk;

~~((w))~~ (t) Include a 10-year clean energy action plan for implementing RCW 19.405.030 through 19.405.050 at the lowest reasonable cost, and at an acceptable resource adequacy standard;

~~((x))~~ (u) Include an analysis of how the integrated system plan accounts for:

(i) Model load forecast scenarios that consider the anticipated levels of zero emissions vehicle use in a large combination utility's service area, including anticipated levels of zero emissions vehicle use in the large combination utility's service area provided in RCW 47.01.520, if feasible;

(ii) Analysis, research, findings, recommendations, actions, and any other relevant information found in the electrification of transportation plans submitted under RCW 80.28.365; and

(iii) Assumed use case forecasts and the associated energy impacts, which may use the forecasts generated by the mapping and forecasting tool created in RCW 47.01.520;

~~((y))~~ (v) Establish that the large combination utility has:

(i) Consigned to auction for the benefit of ratepayers the minimum required number of allowances allocated to the large

combination utility for the applicable compliance period pursuant to RCW 70A.65.130, consistent with the climate commitment act, chapter 70A.65 RCW, and rules adopted pursuant to the climate commitment act; and

(ii) Prioritized, to the maximum extent permissible under the climate commitment act, chapter 70A.65 RCW, revenues derived from the auction of allowances allocated to the utility for the applicable compliance period pursuant to RCW 70A.65.130, first to programs that eliminate the cost burden for low-income ratepayers, such as bill assistance, or nonvolumetric credits on ratepayer utility bills, ~~((or electrification programs,))~~ and second to ~~((electrification))~~ programs benefiting residential and small commercial customers;

~~((+z))~~ (w) Propose an action plan outlining the specific actions to be taken by the large combination utility in implementing the integrated system plan following submission; and

~~((+aa))~~ (x) Report on the large combination utility's progress towards implementing the recommendations contained in its previously filed integrated system plan.

(5) ~~((In evaluating the lowest reasonable cost of decarbonization measures included in an integrated system plan, large combination utilities must apply a risk reduction premium that must account for the applicable allowance ceiling price approved by the department of ecology pursuant to the climate commitment act, chapter 70A.65 RCW. For the purpose of this chapter, the risk reduction premium is necessary to ensure that a large combination utility is making appropriate long-term investments to mitigate against the allowance and fuel price risks to customers of the large combination utility.~~

~~(+6))~~ The clean energy action plan must:

(a) Identify and be informed by the large combination utility's 10-year cost-effective conservation potential assessment as determined under RCW 19.285.040, if applicable;

(b) Establish a resource adequacy requirement;

(c) Identify the potential cost-effective demand response and load management programs that may be acquired;

(d) Identify renewable resources, nonemitting electric generation, and distributed energy resources that may be acquired and evaluate how each identified resource may be expected to contribute to meeting the large combination utility's resource adequacy requirement;

(e) Identify any need to develop new, or expand or upgrade existing, bulk transmission and distribution facilities and document existing and planned efforts by the large combination utility to make more effective use of existing transmission capacity and secure additional transmission capacity consistent with the requirements of subsection (4) ~~((4))~~ (1) of this section; and

(f) Identify the nature and possible extent to which the large combination utility may need to rely on alternative compliance options under RCW 19.405.040(1)(b), if appropriate.

~~((7))~~ (6) A large combination utility shall consider the social cost of greenhouse gas emissions, as determined by the commission pursuant to RCW 80.28.405, when developing integrated system plans and clean energy action plans. A large combination utility must incorporate the social cost of greenhouse gas emissions as a cost adder when:

(a) Evaluating and selecting conservation policies, programs, and targets;

(b) Developing integrated system plans and clean energy action plans; and

(c) Evaluating and selecting intermediate term and long-term resource options.

~~((8))~~ (7) Plans developed under this section must be updated on a regular basis, on intervals approved by the commission.

~~((9))~~ (8) (a) To maximize transparency, the commission may require a large combination utility to make the utility's data input files available in a native format. Each large combination utility shall publish its final plan either as part of an annual report or

as a separate document available to the public. The report may be in an electronic form.

(b) Nothing in this subsection limits the protection of records containing commercial information under RCW 80.04.095.

~~((10))~~ (9) The commission shall establish by rule a cost test for emissions reduction measures achieved by large combination utilities to comply with state clean energy and climate policies. The cost test must be used by large combination utilities under this chapter for the purpose of determining the lowest reasonable cost of decarbonization and low-income electrification measures in integrated system plans, at the portfolio level, and for any other purpose determined by the commission by rule.

~~((11))~~ (10) The commission must approve, reject, or approve with conditions an integrated system plan within 12 months of the filing of such an integrated system plan. The commission may for good cause shown extend the time by 90 days for a decision on an integrated system plan filed on or before January 1, 2027, as such date is extended pursuant to subsection (2)(a) of this section.

~~((12))~~ (11) In determining whether to approve the integrated system plan, reject the integrated system plan, or approve the integrated system plan with conditions, the commission must evaluate whether the plan is in the public interest, and includes the following:

(a) The equitable distribution and prioritization of energy benefits and reduction of burdens to vulnerable populations, highly impacted communities, and overburdened communities;

(b) Long-term and short-term public health, economic, and environmental benefits and the reduction of costs and risks;

(c) Health and safety concerns;

(d) Economic development;

(e) Equity;

(f) Energy security and resiliency;

(g) Whether the integrated system plan:

(i) Would achieve a proportional share of reductions in greenhouse gas emissions for each emissions reduction period on the gas and electric systems;

(ii) Would achieve the energy efficiency and demand response targets in subsection (4) (e) and (g) of this section;

~~(iii) ((Would achieve cost-effective electrification of end uses as required by subsection (4) (h) of this section;~~

~~(iv))~~ Results in a reasonable cost to customers, and projects the rate impacts of specific actions, programs, and investments on customers;

~~((v))~~ (iv) Would maintain system reliability and reduces long-term costs and risks to customers;

~~((vi))~~ (v) Would lead to new construction career opportunities ~~((and prioritizes a transition of natural gas and electricity utility))~~ for workers to perform work on construction and maintenance of new and existing renewable energy infrastructure; and

~~((vii))~~ (vi) Describes specific actions that the large combination utility plans to take to achieve the requirements of the integrated system plan.

(12) The commission shall not approve, or approve with conditions, an integrated system plan that requires or incentivizes a large combination utility to terminate natural gas service to customers.

(13) The commission shall not approve, or approve with conditions, an integrated system plan that authorizes a large combination utility to require a customer to involuntarily switch fuel use either by restricting access to natural gas service or by implementing planning requirements that would make access to natural gas service cost-prohibitive.

Sec. 6. RCW 19.27A.020 and 2018 c 207 s 7 are each amended to read as follows:

(1) The state building code council in the department of enterprise services shall adopt rules to be known as the Washington state energy code as part of the state building code.

(2) The council shall follow the legislature's standards set forth in this section to adopt rules to be known as the Washington state energy code. The Washington state energy code shall be designed to:

(a) Construct increasingly energy efficient homes and buildings ~~((that help achieve the broader goal of building zero fossil fuel greenhouse gas emission homes and buildings))~~ by the year 2031;

(b) Require new buildings to meet a certain level of energy efficiency, but allow flexibility in building design, construction, and heating equipment efficiencies within that framework; and

(c) Allow space heating equipment efficiency to offset or substitute for building envelope thermal performance.

(3) The Washington state energy code may not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

(4) The Washington state energy code shall take into account regional climatic conditions. One climate zone includes: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Klickitat, Lincoln, Okanogan, Pend Oreille, Skamania, Spokane, Stevens, Walla Walla, Whitman, and Yakima counties. The other climate zone includes all other counties not listed in this subsection ~~((+3))~~ (4). The assignment of a county to a climate zone may not be changed by adoption of a model code or rule. Nothing in this section prohibits the council from adopting the same rules or standards for each climate zone.

~~((+4))~~ (5) The Washington state energy code for residential buildings shall be the 2006 edition of the Washington state energy code, or as amended by rule by the council.

~~((45))~~ (6) The minimum state energy code for new nonresidential buildings shall be the Washington state energy code, 2006 edition, or as amended by the council by rule.

~~((46))~~ (7) (a) Except as provided in (b) of this subsection, the Washington state energy code for residential structures shall preempt the residential energy code of each city, town, and county in the state of Washington.

(b) The state energy code for residential structures does not preempt a city, town, or county's energy code for residential structures which exceeds the requirements of the state energy code and which was adopted by the city, town, or county prior to March 1, 1990. Such cities, towns, or counties may not subsequently amend their energy code for residential structures to exceed the requirements adopted prior to March 1, 1990.

~~((47))~~ (8) The state building code council shall consult with the department of enterprise services as provided in RCW 34.05.310 prior to publication of proposed rules. The director of the department of enterprise services shall recommend to the state building code council any changes necessary to conform the proposed rules to the requirements of this section.

~~((48))~~ (9) The state building code council shall evaluate and consider adoption of the international energy conservation code in Washington state in place of the existing state energy code.

~~((49))~~ (10) The definitions in RCW 19.27A.140 apply throughout this section.

Sec. 7. RCW 19.27A.025 and 2024 c 170 s 4 are each amended to read as follows:

(1) The minimum state energy code for new and renovated nonresidential buildings, as specified in this chapter, shall be the Washington state energy code, 1986 edition, as amended. The state building code council may, by rule adopted pursuant to chapter 34.05 RCW, RCW 19.27.031, and RCW 19.27.---, 19.27.---, and 19.27.---

(sections 6, 7, and 8, chapter 170, Laws of 2024), amend that code's requirements for new nonresidential buildings provided that:

(a) Such amendments increase the energy efficiency of typical newly constructed nonresidential buildings; and

(b) Any new measures, standards, or requirements adopted must be technically feasible, commercially available, and developed to yield the lowest overall cost to the building owner and occupant while meeting the energy reduction goals established under RCW 19.27A.160.

(2) In considering amendments to the state energy code for nonresidential buildings, the state building code council shall establish and consult with a technical advisory group in accordance with RCW 19.27.--- (section 7, chapter 170, Laws of 2024) including representatives of appropriate state agencies, local governments, general contractors, building owners and managers, design professionals, utilities, and other interested and affected parties.

(3) Decisions to amend the Washington state energy code for new nonresidential buildings shall be made prior to December 15th of any year and shall not take effect before the end of the regular legislative session in the next year. Any disputed provisions within an amendment presented to the legislature shall be approved by the legislature before going into effect. A disputed provision is one which was adopted by the state building code council with less than a two-thirds vote of the voting members. Substantial amendments to the code shall be adopted no more frequently than every three years except as allowed in RCW 19.27.031 and RCW 19.27.--- (section 6, chapter 170, Laws of 2024).

(4) When amending a code under this section, the state building code council shall not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

Sec. 8. RCW 19.27A.045 and 2024 c 170 s 5 are each amended to read as follows:

(1) The state building code council shall maintain the state energy code for residential structures in a status which is consistent with the state's interest as set forth in section 1, chapter 2, Laws of 1990. In maintaining the Washington state energy code for residential structures, beginning in 1996 the council shall review the Washington state energy code every three years. After January 1, 1996, by rule adopted pursuant to chapter 34.05 RCW, RCW 19.27.031, and RCW 19.27.---, 19.27.---, and 19.27.--- (sections 6, 7, and 8, chapter 170, Laws of 2024), the council may amend any provisions of the Washington state energy code to increase the energy efficiency of newly constructed residential buildings. Decisions to amend the Washington state energy code for residential structures shall be made prior to December 1st of any year and shall not take effect before the end of the regular legislative session in the next year.

(2) When amending a code under this section, the state building code council shall not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

NEW SECTION. **Sec. 9.** A new section is added to chapter 35.21 RCW to read as follows:

A city or town shall not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

NEW SECTION. **Sec. 10.** A new section is added to chapter 36.01 RCW to read as follows:

A county shall not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

NEW SECTION. **Sec. 11.** A new section is added to chapter 70A.15 RCW to read as follows:

An authority shall not in any way prohibit, penalize, or discourage the use of gas for any form of heating, or for uses related to any appliance or equipment, in any building.

NEW SECTION. **Sec. 12.** The following acts or parts of acts are each repealed:

- (1) 2024 c 351 s 1 (uncodified);
- (2) RCW 80.--.--- and 2024 c 351 s 7;
- (3) RCW 80.--.--- and 2024 c 351 s 8;
- (4) RCW 80.--.--- and 2024 c 351 s 10; and
- (5) 2024 c 351 s 21 (uncodified).

NEW SECTION. **Sec. 13.** If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

--- END ---

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-421**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, IN [SUPPORT/OPPOSITION] OF WASHINGTON
STATE BALLOT INITIATIVE 2066 CONCERNING REGULATING
ENERGY SERVICES, INCLUDING NATURAL GAS AND
ELECTRIFICATION.**

WHEREAS, Washington State has placed a ballot measure before the voters, and the official ballot measure title is “Initiative Measure No. 2066 concerns regulating energy services, including natural gas and electrification”; and

WHEREAS, the Office of the Secretary of State Elections Division has completed and certified signature verification for the Initiative; and

WHEREAS, Initiative 2066 is scheduled to go to the voters at the Washington General Election on November 5, 2024; and

WHEREAS, Initiative 2066 reads as follows: This measure would repeal or prohibit certain laws and regulations that discourage natural gas use, and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers; and

WHEREAS, RCW 42.17A.555(1) authorizes the City Council to take action to express a collective decision, or to actually vote upon a motion, proposal, or ordinance, or to support or oppose a ballot measure so long as (a) the agenda includes the title and number of the ballot proposition, and (b) members of the public and councilmembers are afforded an approximately equal opportunity to express an opposing view; and

WHEREAS, consistent with the procedural mandates of RCW 42.17A.555, the City Council considered a resolution in [support/opposition] of Initiative 2066 at its October 14, 2024 Regular Meeting, and during said meeting, the City Council afforded members of the public and Council and approximately equal opportunity for expression of a supporting or opposing view on Initiative 2066; and

WHEREAS, with this resolution the City Council desires to [support/oppose] Initiative 2066.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Kenmore City Council adopts this resolution to express its official position in [support/opposition] of Initiative 2066 concerning regulating energy services, including natural gas and electrification.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 14th DAY OF OCTOBER, 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

Initiative Measure No. 2066

Background & Impact

October 14, 2024



Initiative 2066



Washington Initiative 2066 concerning regulating energy services, including natural gas and electrification, is on the ballot as an Initiative to the Legislature on November 5, 2024.

This action allows City Council an opportunity to make a formal statement regarding the initiative.

Staff have prepared a brief presentation providing a summary of the Initiative.

The Law as it Exists



Washington Decarbonization Act

- Consolidates PSE's reporting and planning requirements into a single plan to submit to Utilities and Transportation Commission (UTC)
- Plan must forecast customer energy demand, provide proposals for reducing greenhouse gas (GHG) emissions from operations
- Plan must explain how PSE will transition from natural gas to electricity in a cost-effective way
- UTC must consider whether plan reduces GHG emissions, meets energy efficiency targets, and results in a reasonable cost to consumers before approving
- Prohibits PSE from offering customers rebates or incentives to buy appliances that use natural gas

Proposed Changes



Changes to Washington Decarbonization Act

Prohibit PSE rate plans that restrict access to gas service, planning requirements that render gas service cost-prohibitive

Allow PSE to offer rebates to purchase gas appliances or equipment

PSE not required to educate customers about the benefits of electrification or availability of rebates for energy efficient appliances

Require gas utilities and local governments to provide natural gas to customers who demand it, even if other energy sources are available

- Disallow local governments, air pollution control agencies, and the State Building Code Council from prohibiting, penalizing, or discouraging the use of gas

Local Implications



- To achieve GHG emissions reduction goals required by Growth Management Act (GMA), cities and counties have been assuming phase out of natural gas
- Can no longer assume phasing out of natural gas to achieve emissions goals
- GMA planning work completed by cities and counties on GHG emissions goals may need to be revised

Questions?





City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Northshore Park and Recreation Service Area (NPRSA) Community Center Site Selection Process Status Update Proposed Council Action/Motion: For discussion only.	For Council Meeting Agenda of: 10/14/2024 Department: Public Works Prepared by: Maurita Colburn, PW, Recreation Program Supervisor Jennifer Gordon, PW, Operations Director <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>JG 10/4/24</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>MM 10/4/24</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RGK, 10/4/24</u></td></tr> </table> Attachments/Exhibits: NPRSA – Service Area Map NPRSA: Youth Community Center 1st Survey Results		<u>Initial & Date</u>	Approved by Department Head:	<u>JG 10/4/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 10/4/24</u>	Approved by City Manager:	<u>RGK, 10/4/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>JG 10/4/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>MM 10/4/24</u>										
Approved by City Manager:	<u>RGK, 10/4/24</u>										
Summary: The Northshore Parks & Recreation Service Area (NPRSA) is undertaking a year-long study - formally called a needs assessment and feasibility study - to determine potential options for a new community center within the district. A community center could provide a place for youth and visitors of all ages to build community and develop life skills through athletics, academic opportunities, and the arts. The study is being conducted by ARC Architects and is expected to be completed in January 2025. Currently NPRSA's consultant is in the process of scoring potential sites for the location of the proposed future Community Youth Center that would be potentially supported through a future levy. Potential sites were submitted by Kenmore, Woodinville and Bothell. Secondly, NPRSA is moving forward to hire a levy consultant to advise on and assist in developing a levy renewal measure for the November 2025 ballot regarding the Northshore Senior Center. They are currently receiving Requests for Proposals (RFP) for this through the end of October. Supporting NPRSA in its efforts to build a Community Youth Center aligns with the City Council's goals and is supported within the 2020 Parks, Recreation & Open Space Plan (PROS Plan). Community survey results identified a community/recreation center as a high priority.											
Information/Background: The NPRSA is a special tax district established by voters in 1988 and expanded in 2001. The purpose of the NPRSA is to levy taxes and use the revenue to develop, build, and maintain parks and recreation facilities to serve the residents of Bothell, Kenmore, Woodinville, King and Snohomish Counties. It is											

overseen by a governing board of (1) representative from each jurisdiction and shares its boundaries with the Northshore School District. Councilmember Debra Srebnik currently represents the City of Kenmore on the board, and is also the NPRSA Board Chair, and councilmember Nathan Loutsis serves as an alternate.

Current NPRSA board positions include City of Bothell (2 positions), City of Kenmore, City of Woodinville, King County (2 positions) and Snohomish County.

The NPRSA Administration staff, Christine Scotton, NPRSA Program Manager, Executive Department and Barbara Glass, NPRSA Public Records Officer, are housed at the City of Bothell.

NPRSA currently owns and maintains the Northshore Senior Center and the Health & Wellness and Adult Day Health Center facilities located in Bothell. Programming at both facilities is provided by the Northshore Senior Center.

The NPRSA is conducting levy-funded capital repairs at its two Senior Center facilities, as well as conducting a Needs Assessment and Feasibility Study for a Youth Community Center.

As part of the Youth Community Center study, NPRSA requested the City to submit a list of potential sites in Kenmore for a new Community Youth Center to be evaluated as part of their site selection process. Although it was not clear what amenities the facility would include, the City did provide a list of potential sites including:

- Kenmore's Interim Public Works Yard located at 6532 NE Bothell Way.
- The property located at 6215 NE Bothell Way (former Cozy Inn site).
- Rhododendron Park located at 6910 NE 170th ST (per the park master plan an improved/expanded Community/Senior Center is identified).
- King County owned property, the former Kenmore Police Precinct (most recently used by Mary's Place) located at 18118 73rd Ave NE.
- Lakepointe

The City recognized that without predetermined site specifications this list of properties may or may not be feasible for the type of facility desired by the community and further due diligence and vetting would be necessary for any of these sites to be more seriously considered.

Both the cities of Bothell and Woodinville have submitted potential properties as well. According to NPRSA, the City of Woodinville has submitted a letter of intent of their plan to explore the possibilities of a future aquatic facility combined with a community center in collaboration with NPRSA. The City of Bothell is not interested in developing a community center with NPRSA at this time but support the consideration of developing a facility within Woodinville or Kenmore.

NPRSA 1st Survey: Key Findings and Recommendations

- Type of facilities and programming desired: Aquatic Center (38%), Indoor Recreation (19%), Youth & Education (19%)

Aquatic Center Options	Indoor Recreation Options	Youth & Education Options
Leisure/recreation pool (80%)	Group exercise classes (72%)	Arts & crafts classes (82%)

Instructional/therapy pool (66%)	Indoor sport courts (65%)	Life skills classes (76%)
Lap pool (65%)	Fitness gym & equipment (55%)	Personal development (61%)
Spa/sauna (49%)	Indoor track (55%)	Music lessons & producing (53%)
	Dance lessons (51%)	Science, tech, & math (47%)
	Indoor field sports (46%)	Computer skills (44%)

- Desired age groups served: Youth Pre-K to 8th grades 38%, Teen Youth 9th-12th grades 22% for a combined total of youth k-12 60% and Multigenerational 19%.

The relationship between cities and specific program offerings was not statistically significant. However, results showed a statistically significant relationship between city and program priority rankings:

- Kenmore residents ranked Outdoor Recreation higher than the overall ranking of all respondents.
- Bothell residents ranked Aquatic Recreation lower than the overall ranking of all respondents.
- Woodinville residents ranked Aquatic Recreation higher than the overall ranking of all respondents. They ranked Outdoor Recreation lower.
- Residents from indeterminate zip codes ranked Community and Culture higher than the overall ranking of all respondents.

Based on the results of the first survey, the size of the city-owned Kenmore sites listed above may not be appropriate for a facility that serves the three-city service area but could accommodate a smaller satellite location similar to the Kenmore Senior Center.

Fiscal Consideration:

N/A

City Council Priority or Budget Objective Being Addressed:

Foster community engagement, participation, and fun.

Kenmore Parks, Recreation, & Open Space Plan



Northshore Parks & Recreation Service Area Boundary Map

Northshore Parks and Recreation Service Area: Youth Community Center

Survey 1 Report

June 21, 2024

Key Findings and Recommendations

The survey received a total of 915 responses with 720 complete responses.

Demographics

- Most survey respondents (95%) live in the NPRSA area.
- Respondents aged 35-44 make up 40% of the sample and respondents aged 45-64 make up 39% of the sample.
- Respondents identifying as white make up 75% of the sample, with other minority races and ethnicities lower than census data (e.g. Hispanic at 5% and Asian American at 12% in our current sample). In the sample, 92% speaks English at home, 6% speaks Chinese and 5% speaks Spanish.
- Three quarters of the sample rarely or never use public transit.

Key Findings

- Aquatic center was the top choice for the community center focus (given the first rank by 38% of respondents), followed by indoor recreation (19% of respondents gave first rank) and youth and education (19% of respondents gave first rank).
- Youth (Pre-K to 8th grade) was the top choice (37% of respondents) for who would benefit the most from the community center, followed by multigenerational (34% of respondents) and youth (9th -12th grade) (22% of respondents). However, youth (9th – 12th grade) got the second highest overall ranking score, still lower than overall ranking score of youth (Pre-K to 8th grade but higher than overall ranking score of multigenerational).
- Among aquatic center options, respondents preferred the following items: (n=721)
 - leisure/recreation pool (80%)
 - instructional/therapy pool (66%)
 - lap pool (65%)
 - spa/sauna (49%)
- Among indoor recreation options, respondents preferred the following items: (n=737)
 - group exercise classes (72%)
 - indoor court sports (65%)
 - fitness gym with cardio and weightlifting equipment (55%)

- indoor walking and jogging on an indoor track (55%)
- dance lessons (51%)
- indoor field sports (46%)
- Among youth and education options, respondents preferred the following items: (n=723)
 - arts and crafts classes (82%)
 - life skills classes (76%)
 - personal development classes (61%)
 - music lessons and producing (53%)
 - science, technology, and math programs (47%)
 - computer skills (44%)
- In the open-ended answers, respondents asked for accessible location, affordable programming for multigenerational age groups, need for teen programs and social gatherings, dog parks, indoor pool and outdoor spaces for youth. There was also a strong sentiment that there is no need to build a new community center to avoid more taxation and spending, that current existing parks and buildings should be utilized to expand programming, with better maintenance.
- 73% of respondents plan to use the new community center at least once a week.

Recommendations

- There is strong demand and support for an aquatic center among NPRSA residents.
- Youth (Pre-K to 8th grade) is the most preferred age group to benefit from the community center, youth (9th – 12th grade) also received large proportion of second place rankings and a high overall ranking score. Multigenerational programming is also preferred and should be considered to balance different demands.
- Because the survey sample skewed white, people who speak English at home, mid-age groups (35-44 and 45-64, more likely to be parents) and people who rarely or never use public transit, future survey recruitment should include more outreach to underrepresented residents.
- Adding an incentive for the survey might encourage more responses and a higher completion rate.

Detailed Findings

Survey fielding period

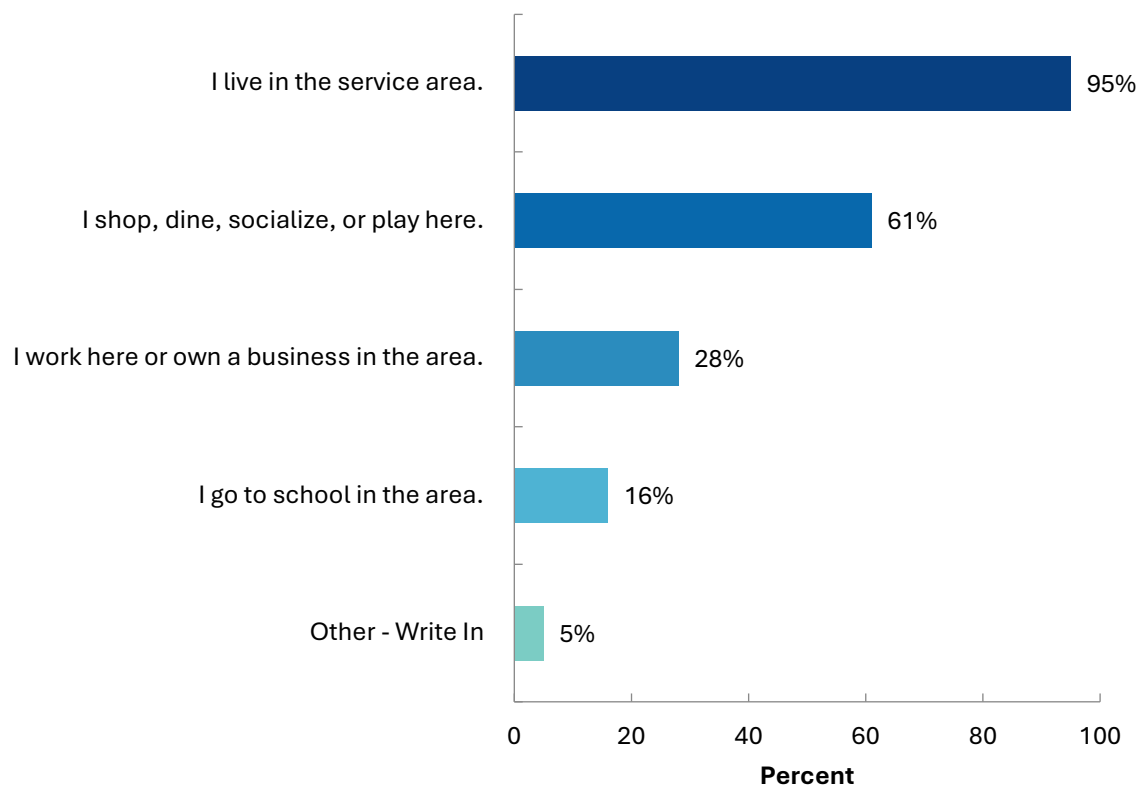
May 20 to June 10.

Survey Responses

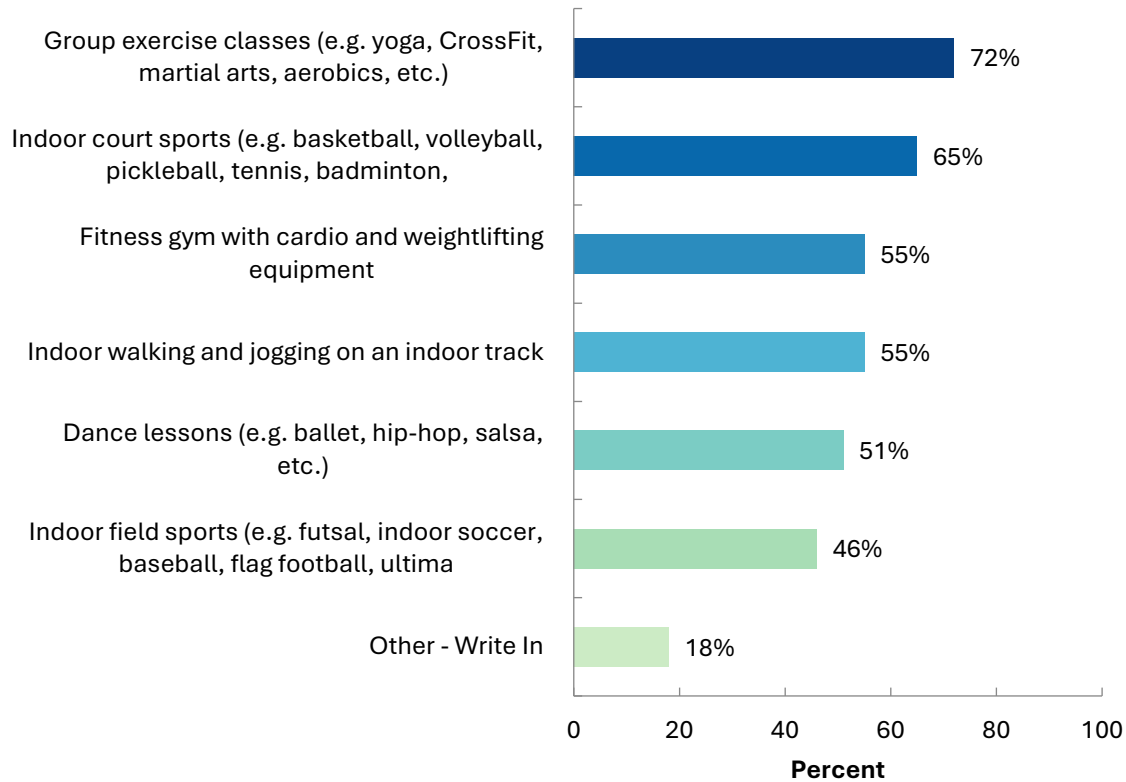
Total responses 915, complete responses 720, completion rate is 78.7%.

The NPRSA service area boundaries match the Northshore School District boundaries. Which best applies to you? (Please choose all that apply) (n = 779)

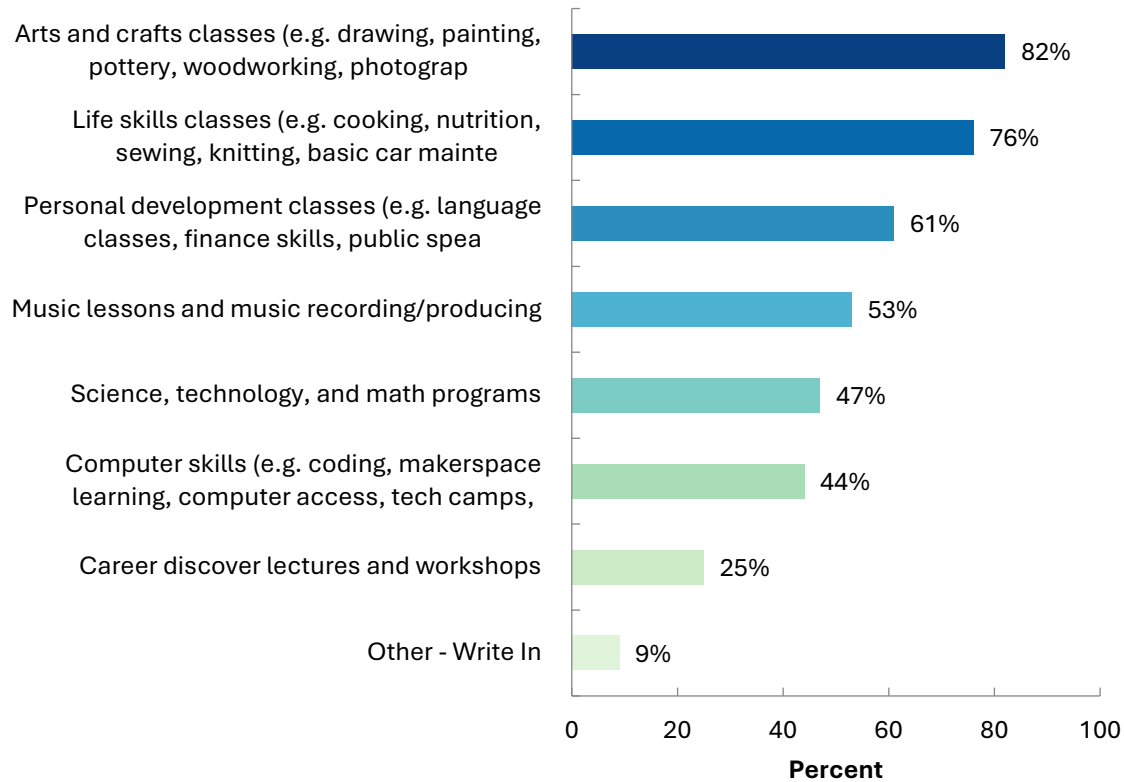
Most write-in responses said their children go to school or daycare in the area.



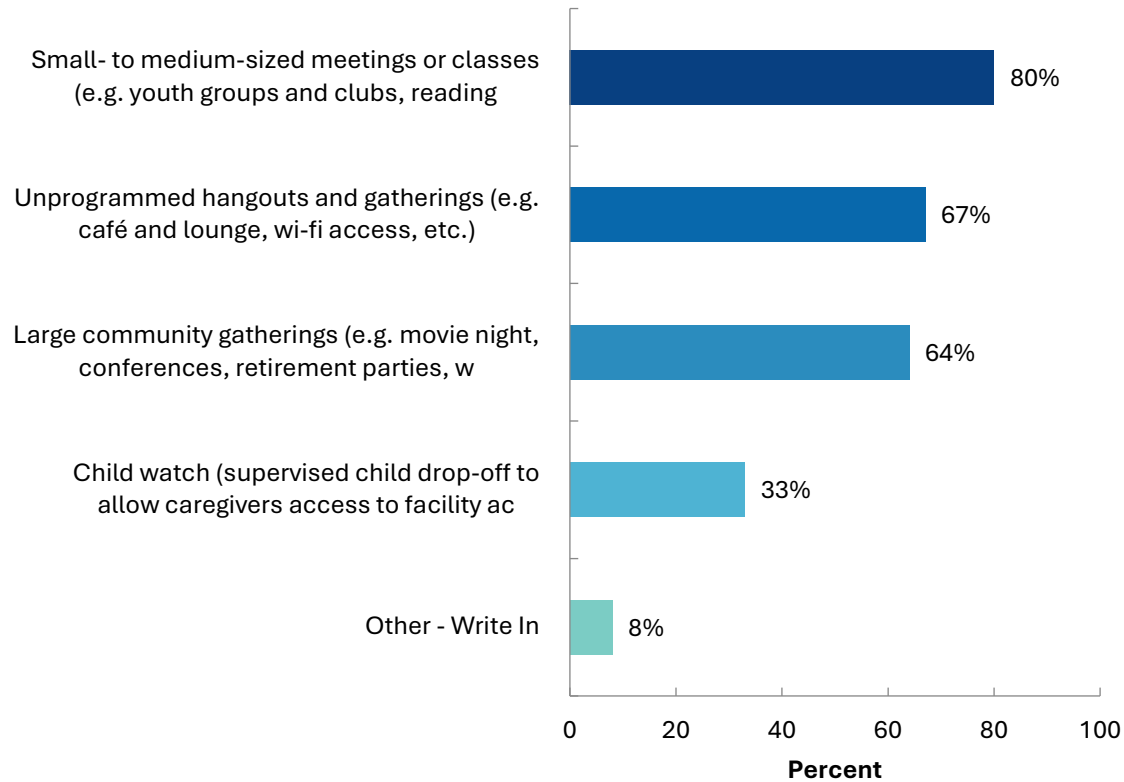
Regarding possible programming for a future community center, which of the following indoor recreation offerings would you or your household use? Please select all that apply. (n = 737)



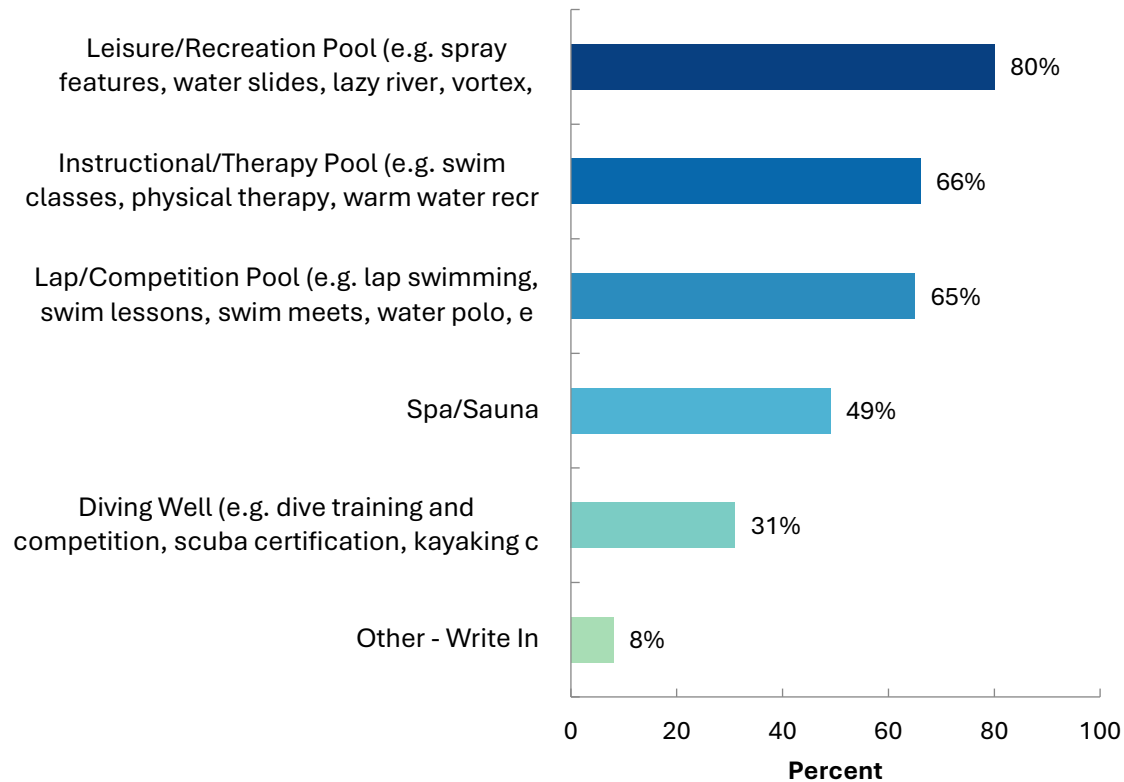
Regarding possible programming for a future community center, which of the following educational or enrichment offerings would you or your household participate in? Please select all that apply. (n = 723)



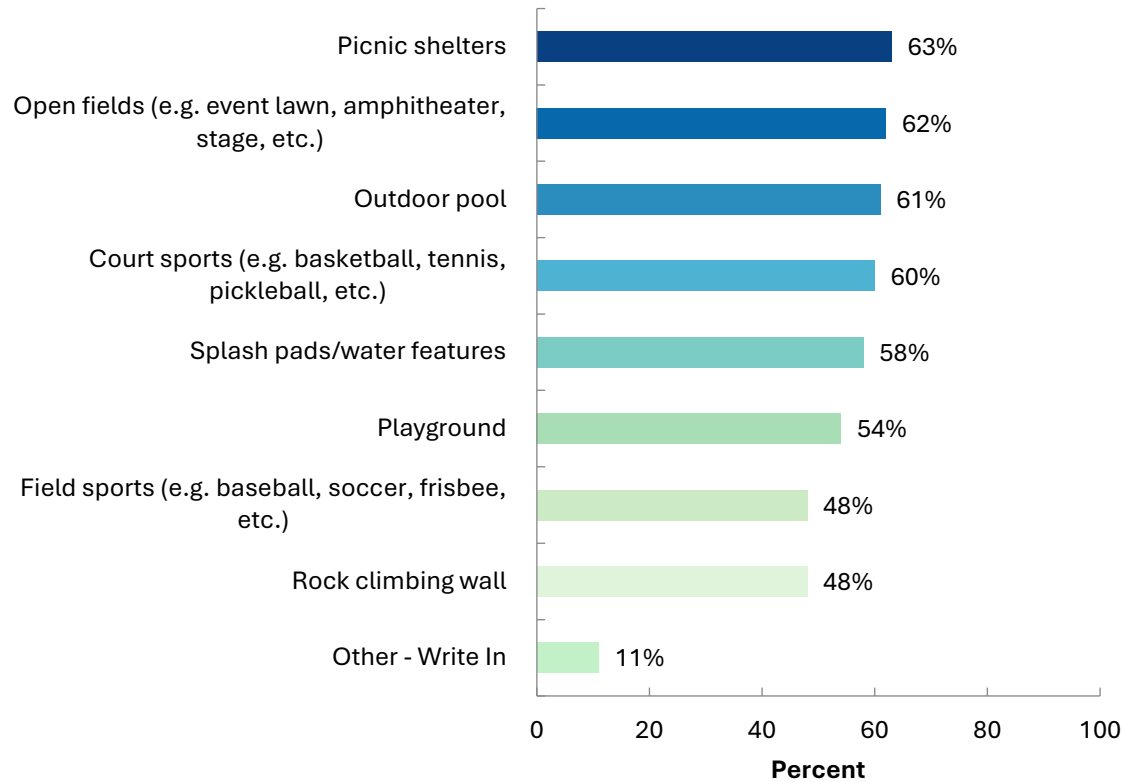
Regarding possible programming for a future community center, which of the following community and cultural activities would you or your household participate in? Please select all that apply. (n = 723)



Regarding possible programming for a future community center, which of the following aquatic recreation facilities would you or your household use? Please select all that apply. (n = 721)

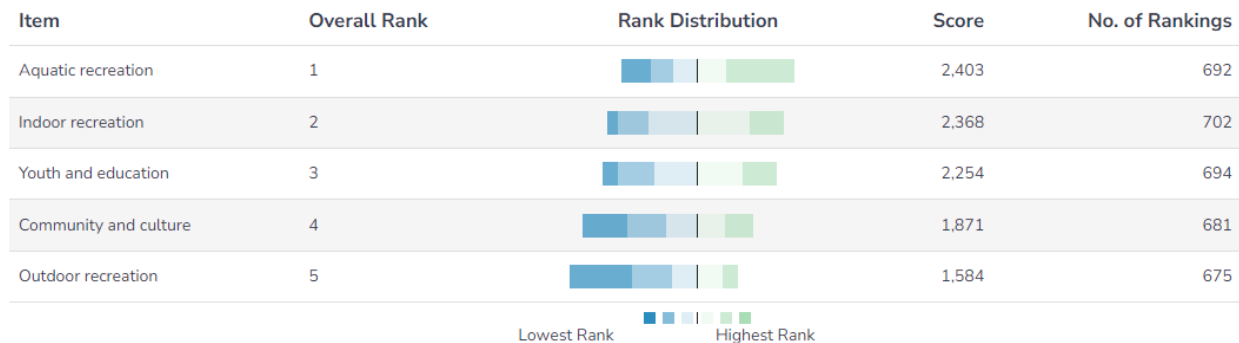


Regarding possible programming for a future community center, which of the following outdoor recreation offerings would you or your household use? Please select all that apply. (n = 743)



What should the community center or facility in our service area be most focused on? Please rank the following items from 1 to 5 according to your preference, with 1 being the most preferred and 5 being the least preferred.
(n = 702)

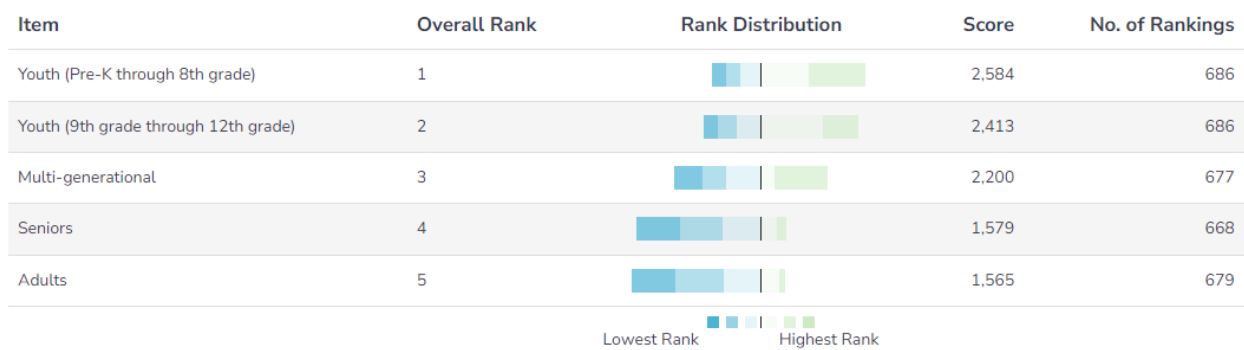
Aquatic center is the top choice for the community center focus, followed by indoor recreation and youth and education. As shown in the chart and table below, aquatic center received the highest number of first rankings and the highest total ranking score.



Rankings	1	2	3	4	5
Aquatic center	267 (38%)	117 (17%)	98 (14%)	96 (14%)	114 (16%)
Indoor recreation	134 (19%)	206 (29%)	196 (28%)	120 (17%)	46 (7%)
Youth and education	136 (19%)	178 (25%)	170 (24%)	142 (20%)	68 (10%)
Community and culture	116 (17%)	106 (15%)	126 (18%)	156 (22%)	177 (25%)
Outdoor recreation	61 (9%)	100 (14%)	103 (15%)	159 (23%)	252 (36%)

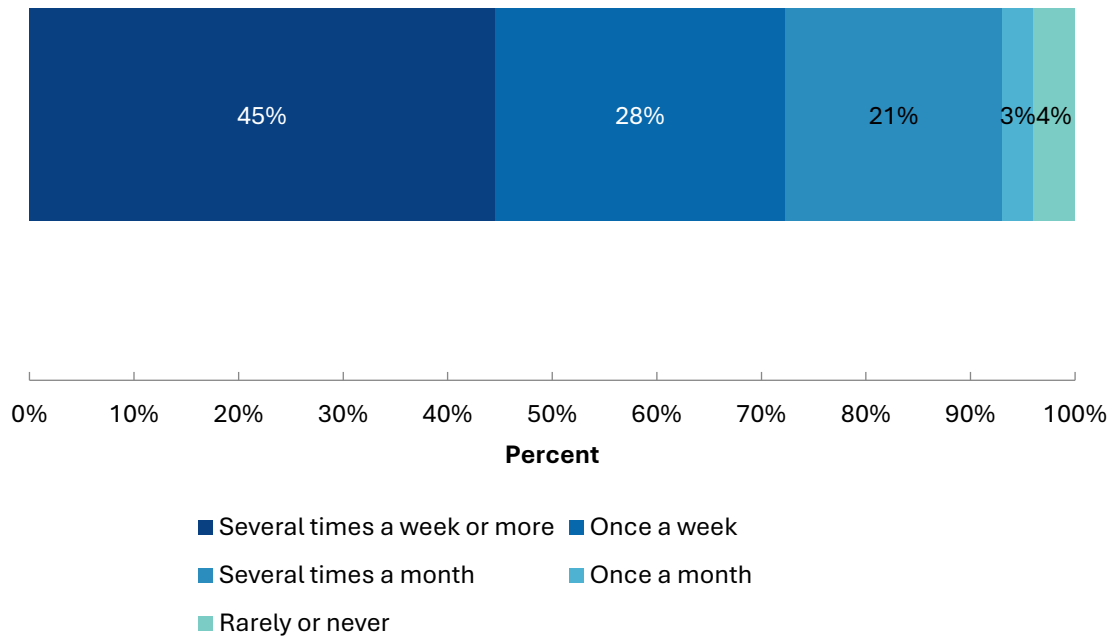
Who do you think would benefit the most from a community center in our service area? Please rank the following items from 1 to 5 according to your preference, with 1 being the most preferred and 5 being the least preferred. (n = 686)

Respondents think youth (Pre-K to 8th grade) would benefit the most from the community center in terms of both the number of first ranking and the total ranking score. However, total ranking score of youth (9th -12th grade) was the second highest in terms of overall ranking scores, and multigenerational was the second highest in terms of number of first rankings. Youth (9th – 12th grade) also received a large proportion of second rankings (40%).



Rankings	1	2	3	4	5
Youth (Pre-K - 8th grade)	253 (37%)	210 (31%)	95 (14%)	66 (10%)	62 (9%)
Multi-generational	234 (34%)	58 (8%)	155 (23%)	103 (15%)	127 (19%)
Youth (9th - 12th grade)	152 (22%)	273 (40%)	107 (16%)	86 (13%)	68 (10%)
Seniors	42 (6%)	74 (11%)	166 (24%)	189 (28%)	197 (29%)
Adults	30 (4%)	76 (11%)	160 (23%)	218 (32%)	195 (28%)

If the new community center is in a convenient location (where you can access it within 15 minutes) and has programs that you are interested in, how often would you plan to visit? (n = 731)



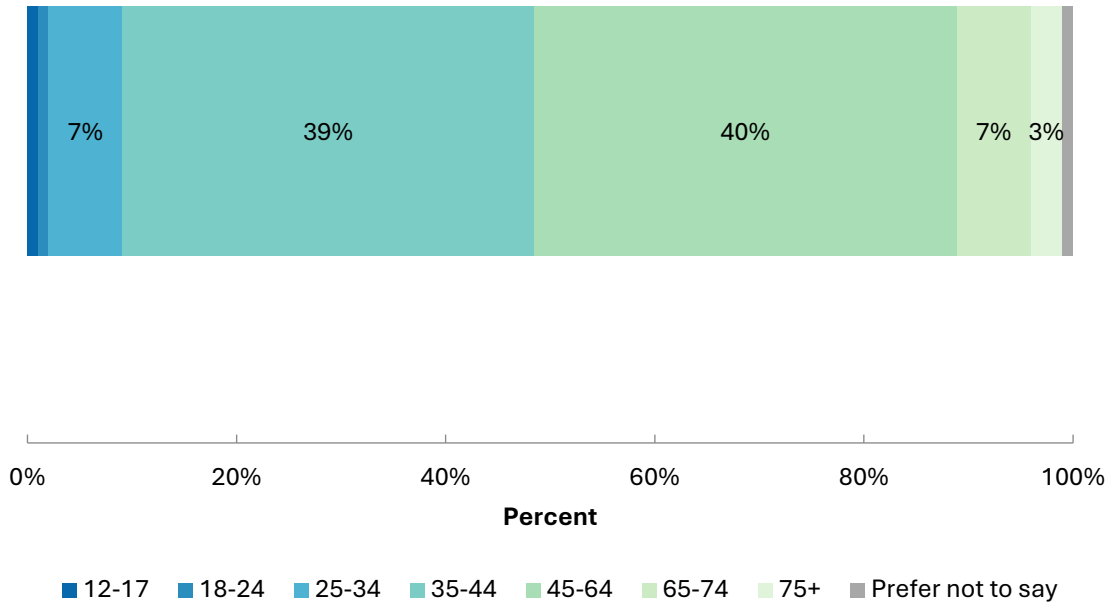
Open-ended question: what do you think are the top community center needs in the Northshore Parks and Recreation Service Area that we haven't already asked about?

Comment themes:

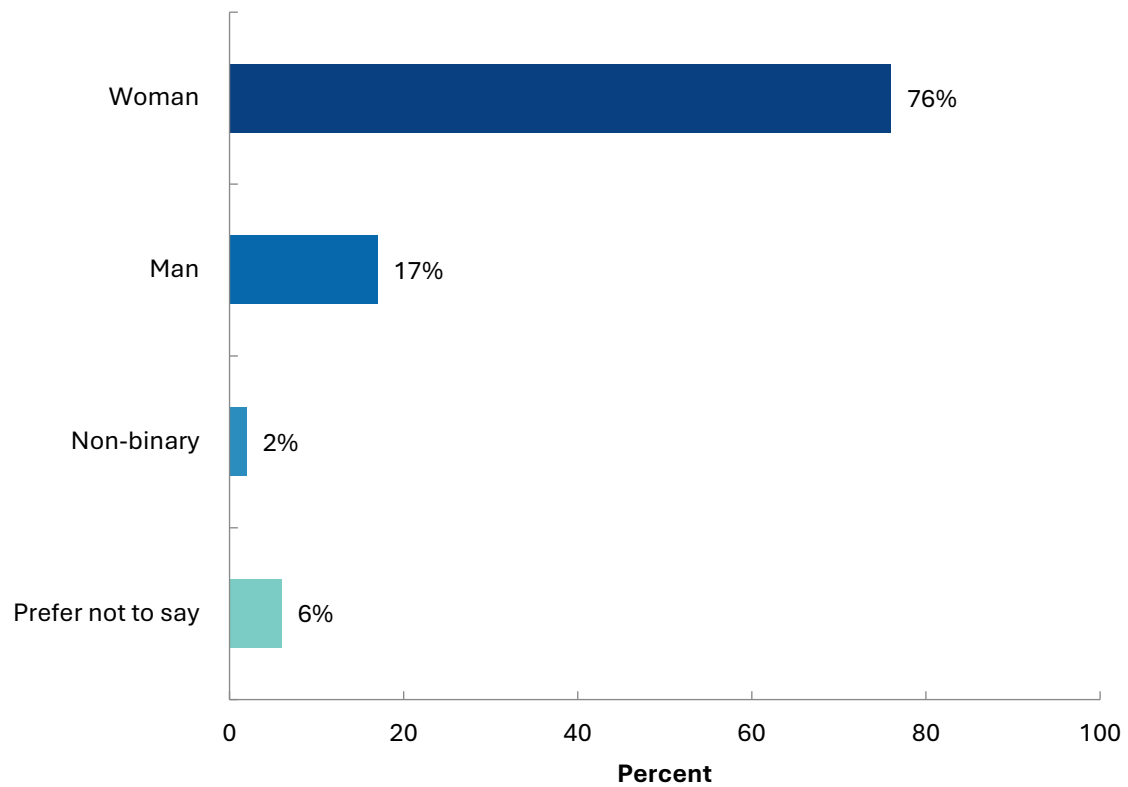
- accessible location by public transit or bike
- family recreation hub to build community and offer amenities to residents, that allows families to spend time together
- indoor pool for year-round recreation and lessons and swim team practices
- youth sports fields, work with schools, afterschool care, summer camps
- splash pad
- affordable senior programs, multigenerational programs
- community gathering spaces, especially for teens, youth programs and activities
- dog parks, off-leash areas
- pickleball courts
- no need for a new community center, use current parks/buildings to expand programs, maintain current facilities first, no more taxes or increased spending, use grants or donations

Who We Heard From

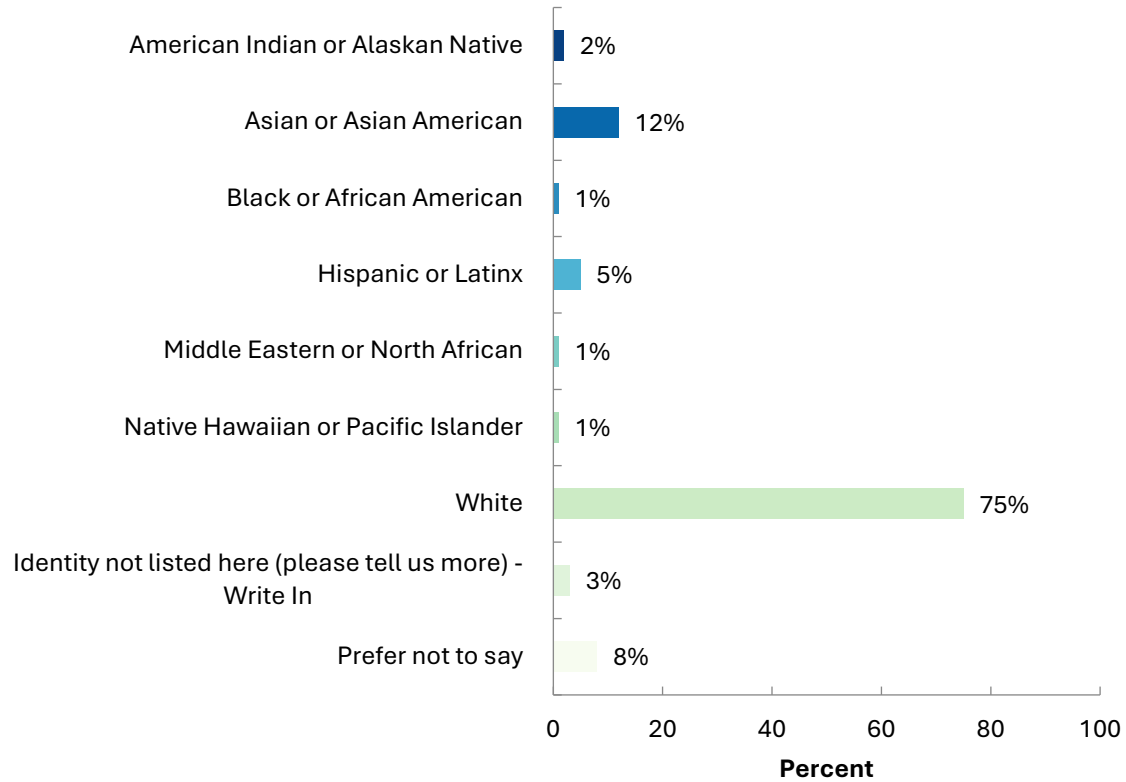
How old are you? (n = 714)



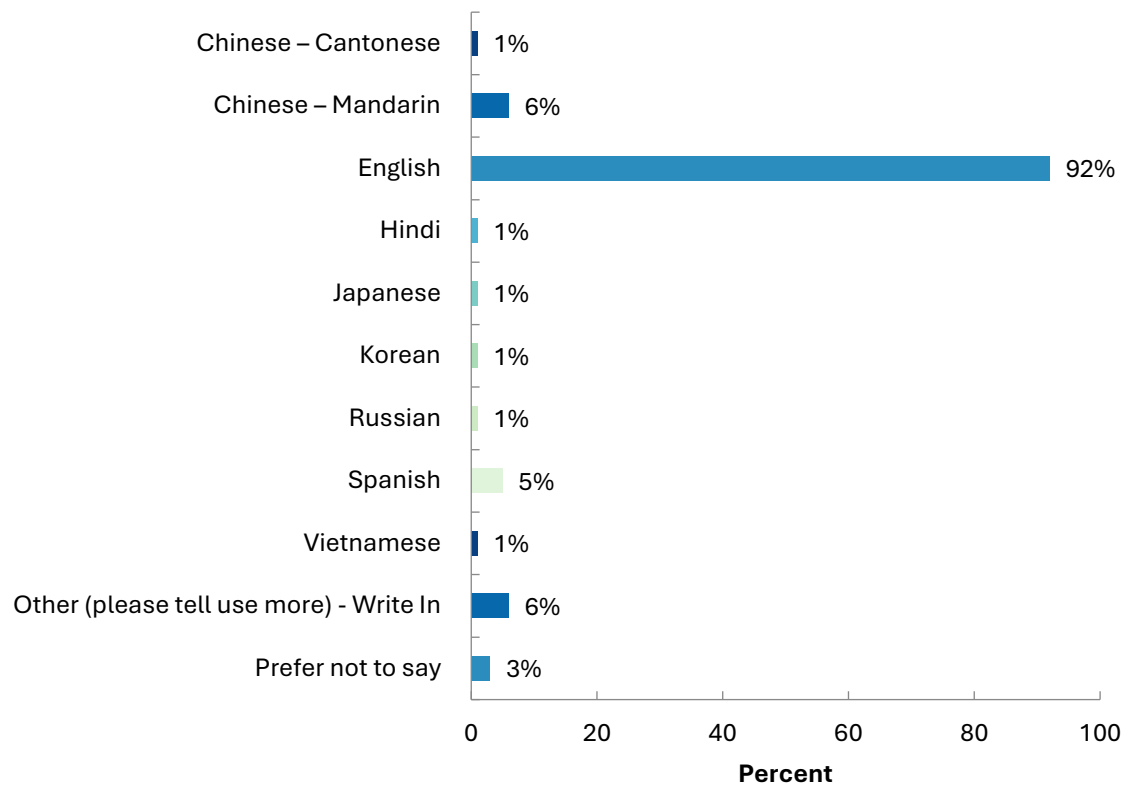
How do you identify? Please select all that apply. (n = 699)



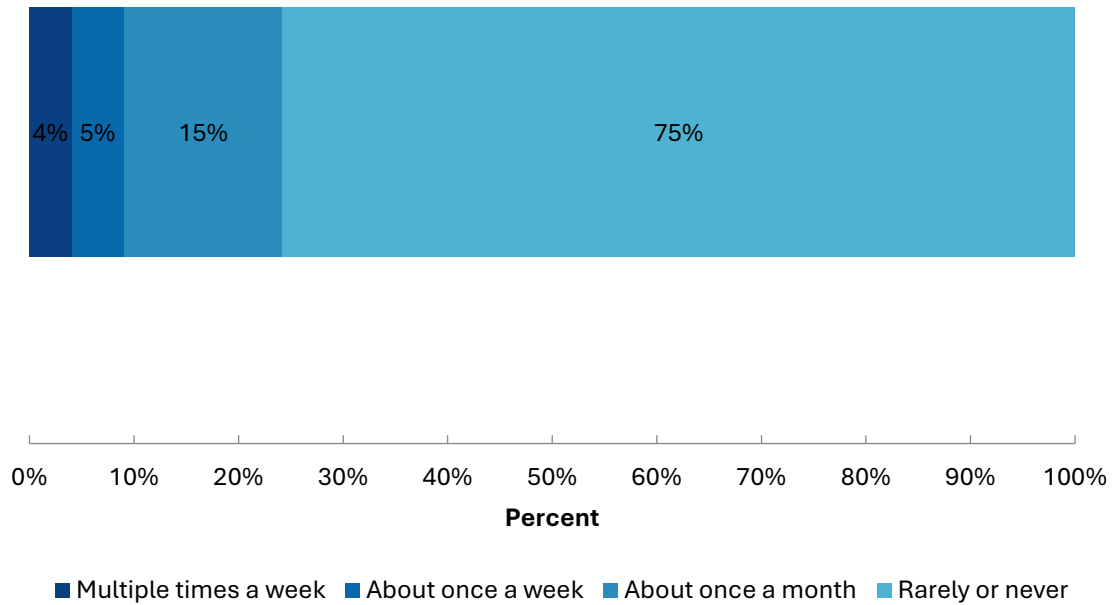
How do you identify? Please select all that apply. (n = 694)



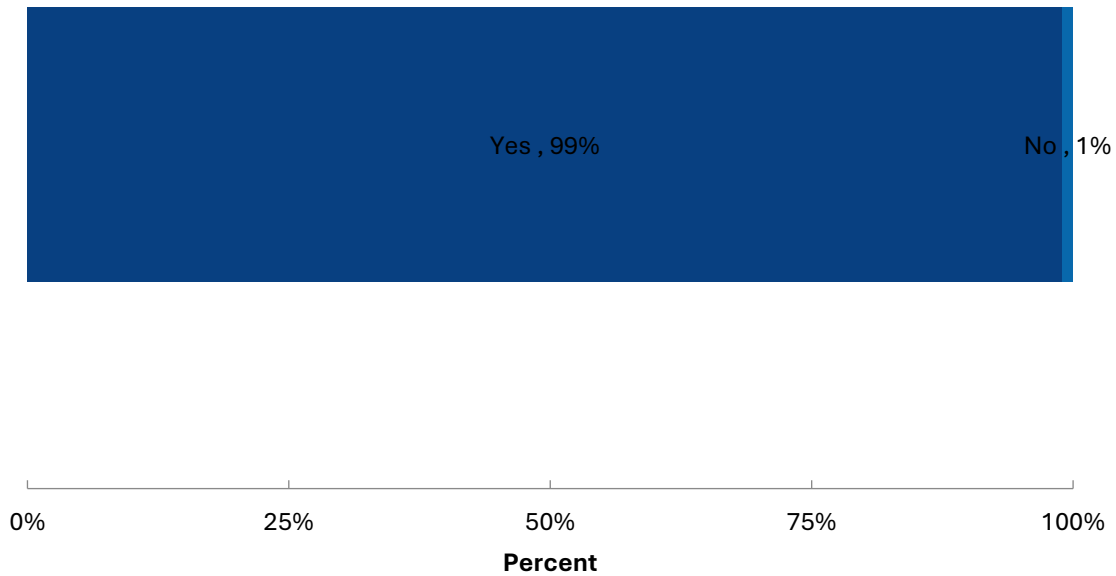
What languages do you speak at home? Please select all that apply. (n = 689)



How often do you ride public transit? Please do not include trips on school buses. (n = 707)



Do you currently own or have regular access to a vehicle? (n = 706)



NPRSA Youth Community Center Survey 1 Trends

Northshore Parks and Recreation Service Area | August 2024

OVERVIEW

The table below shows ranked program preferences by region.

Rankings by city	Bothell	Kenmore	Woodinville	Indeterminate (zip code overlap)	All respondents
#1 (top ranked)	Indoor recreation	Aquatic recreation	Aquatic recreation	Youth and education	Aquatic recreation
#2	Youth and education	Indoor recreation	Indoor recreation	Aquatic recreation	Indoor recreation
#3	Aquatic recreation	Youth and education	Youth and education	Community and culture	Youth and education
#4	Community and culture	Outdoor recreation	Community and culture	Indoor recreation	Community and culture
#5 (lowest ranked)	Outdoor recreation	Community and culture	Outdoor recreation	Outdoor recreation	Outdoor recreation

METHODS

PRR analyzed the relationship between a respondent's city and preferences related to programming.

We determined city based on respondent zip code. The variable took the values of: Bothell, Kenmore, Woodinville; or (where zip codes overlapped with city boundaries) indeterminate.

We gathered information about preferences for specific program offerings using the following survey questions:

- Regarding possible programming for a future community center, which of the following **indoor recreation offerings** are you interested in?

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1501 Fourth Ave. Ste. 550, Seattle, WA 98101



- Regarding possible programming for a future community center, which of the following **youth and educational offerings** are you interested in?
- Regarding possible programming for a future community center, which of the following **community and cultural offerings** are you interested in?
- Regarding possible programming for a future community center, which of the following **aquatic recreation offerings** are you interested in?
- Regarding possible programming for a future community center, which of the following **outdoor recreation offerings** are you interested in?

We measured programming priorities using the following survey question:

- Which kind of facility would you want to see in our service area? Please rank the following items from 1 to 5 according to your preference, with 1 being the most preferred and the 5 being the least preferred.
 - Aquatic recreation
 - Outdoor recreation
 - Indoor recreation
 - Community and culture
 - Youth and education

We used a Chi-square test to determine whether there was a statistically significant relationship between a respondent's city and their programming preferences. When something is statistically significant, it is highly unlikely to be the result of random chance. All reported differences are statistically significant at the .05 level (95% confidence level).

RESULTS

The relationship between city and specific program offerings (indoor recreation offerings, youth and educational offerings, etc.) was not statistically significant. However, we found a **statistically significant relationship** between city and program priority rankings:

- **Bothell** residents ranked **Aquatic Recreation lower** than the overall ranking of all respondents.
- **Kenmore** residents ranked **Outdoor Recreation higher** than the overall ranking of all respondents.
- **Woodinville** residents ranked **Aquatic Recreation higher** than the overall ranking of all respondents. They ranked **Outdoor Recreation lower**.
- Residents from **indeterminate zip codes** ranked **Community and Culture higher** than the overall ranking of all respondents.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Presentation of 2025-2026 Proposed Biennial Budgets for the following department cost centers: General Fund Revenues City Council, City Manager, City Clerk, Housing & Human Services, Public Safety, Finance & Administration, Legal, Human Resources, Non-Department, Special Projects, Development Services Proposed Council Action/Motion: Presentation of 2025-2026 Proposed Biennial Budgets for the following department cost centers: General Fund Revenues City Council, City Manager, City Clerk, Housing & Human Services, Public Safety, Finance & Administration, Legal, Human Resources, Non-Department, Special Projects, Development Services	For Council Meeting Agenda of: 10/14/2024 Departments: City Manager, Finance and Admin, Engineering, Environmental Services, Public Works, Community Development Prepared by: Melinda Merrell, Finance & Admin Director Stephanie Lucash, Assistant City Manager Samantha Loyuk, Development Services Director <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">MM 10/4/24 NA</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">MM 10/4/24</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK 10/4/24</td></tr> </table> Exhibits/Attachments: Presentation to be uploaded the week of October 7, 2024	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	MM 10/4/24 NA	Approved by Finance Director:	MM 10/4/24	Approved by City Manager:	RK 10/4/24
Approved by Department Head:	<u>Initial & Date</u>								
Approved by City Attorney:	MM 10/4/24 NA								
Approved by Finance Director:	MM 10/4/24								
Approved by City Manager:	RK 10/4/24								
Summary: Department presentations to be shared in conjunction with the 2025-2026 proposed preliminary biennial budget.									
Information/Background: The following 2025-2026 proposed budgets will be presented to the City Council for review and discussion: General Fund Revenues, City Council, City Manager, City Clerk, Housing & Human Services, Public Safety, Finance & Administration, Legal, Human Resources, Non-Department, Special Projects, and Development Services. A staff presentation will be provided.									
Fiscal Consideration: The 2025-2026 preliminary budget book includes an estimation of General Fund revenues and Department expenditure budget details for the following Departments which will be reviewed at the meeting: The City Manager's Office will present the City Council, City Manager, City Clerk, Housing & Human Services and Public Safety proposed budgets.									

Finance & Administration will present the General Fund revenues, Finance & Administration, Legal, Human Resources, Non-Department and Special Projects proposed budgets.

Development Services will present the Development Services revenues and proposed expenditure budgets.

City Council Priority or Budget Objective Being Addressed:

RCW 35A.33.055 Prior to the final hearing on the budget, the legislative body shall schedule hearings on the budget or parts thereof and may require the presence of department heads to give information regarding estimates and programs.

BUDGET PRESENTATIONS

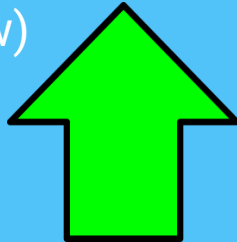
2025 - 2026

General Fund Revenues & Expenditures, Development Services,
Environmental Services, City Council, City Manager, City Clerk,
Housing & Human Services, Public Safety, Finance &
Administration, Legal, Human Resources, Non-Departmental,
Special Projects

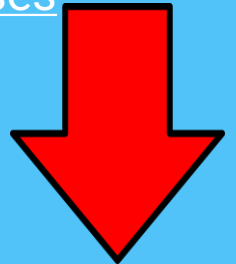
TOTAL GENERAL FUND REVENUES 2023-2024

2023-2024 Amended Budget - \$32,967,258

- Adopted Budget \$31,305,131
- Mid-Biennium Amendment increases
 - \$781K Solid Waste Utility Tax (new)
 - \$245K Gas Utility Tax
 - \$165K Surface Water Utility Tax
 - \$233K Investment Earnings
 - \$275K Plan Review and other
 - \$100K Water/Sewer Franchise



- Adopted Budget \$31,305,131
- Mid-Biennium Amendment decreases
 - (\$311K) Sales & Use Taxes
 - (\$166K) Cable Utility Tax



2023-2024 Projection - \$34,592,846

- \$452K Affordable Housing in lieu fees
- \$350K Interfund Transfer
- \$200K Building Permits
- \$200K Investment Earnings
- \$200K Inspect/Investigation Fees

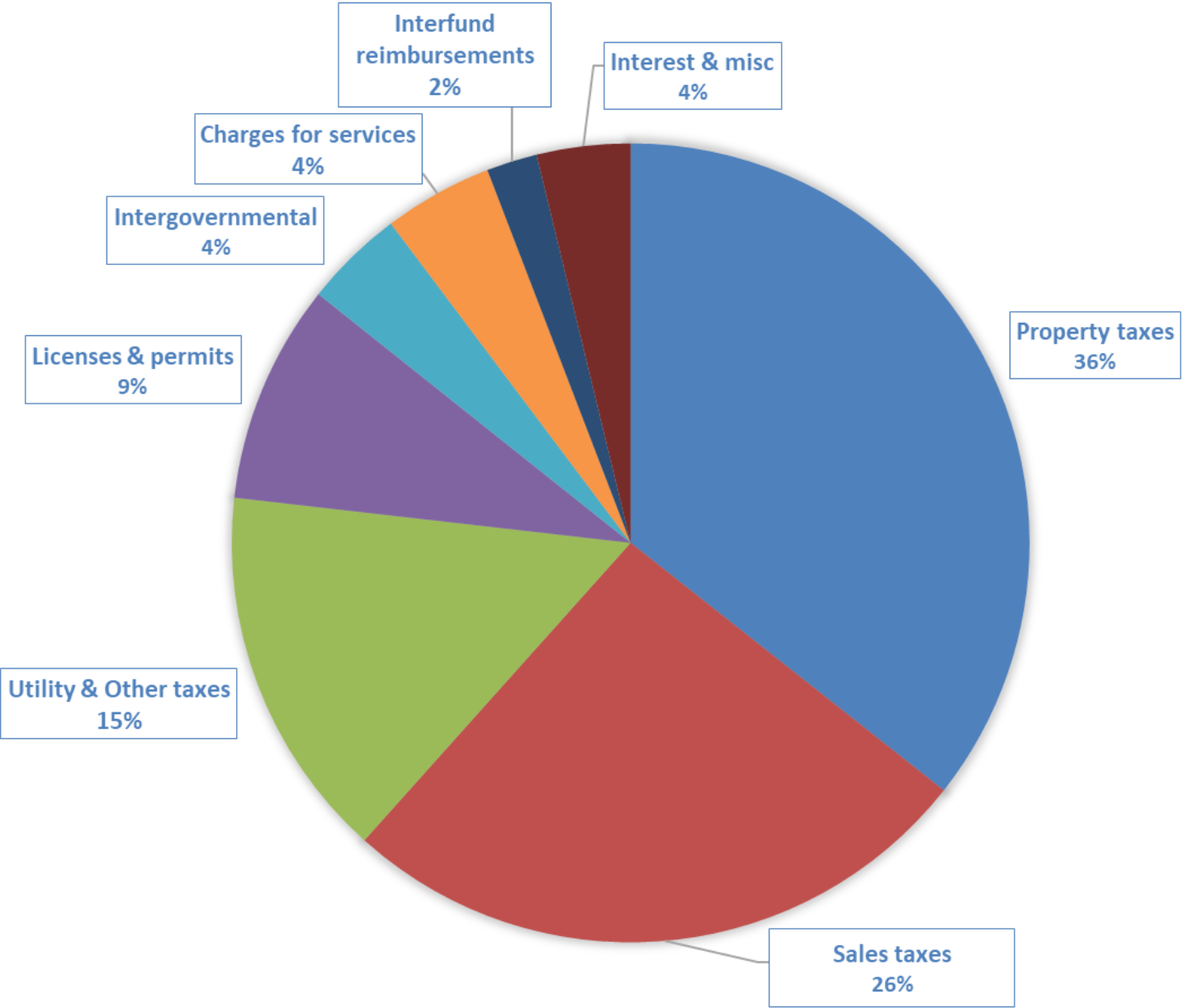


TOTAL GENERAL FUND REVENUES 2025-2026

2025-2026 Proposed Budget - \$35,075,364

- Assumptions
 - 1.9% property tax levy increase plus \$130,000 in banked capacity for both 2025 and 2026
 - Sales taxes up 3% in 2025 and 1.5% in 2026
 - New Surface Water and Solid Waste Utility Taxes introduced in 2023 are expected to bring in approximately \$1.77 million or 47.5% more than the prior (initial) biennium
 - Telephone and Cable Utility Taxes down 3% to 5% each year
 - Lower interest income in 2025 (16.7%) and 2026 (20%) anticipated
 - Development revenues down 8.9% over the prior biennium

GENERAL FUND REVENUES 2025-2026



TOTAL GENERAL FUND EXPENDITURES 2023-2024

2023-2024 Amended Budget - \$32,736,301

- Adopted Budget \$31,252,425
- Mid-Biennium Amendment increases
 - \$573K New Environmental Svcs Cost Center
 - \$551K New Housing & Human Svcs Cost Ctr
 - \$614K New Admin/Fin Svcs Manager Position in Finance + Incr in WCIA Insurance
 - \$290K for Police Services Contract
- Adopted Budget \$31,252,425
- Mid-Biennium Amendment decreases
 - (\$480K) Reduce Street Fund transfer
 - (\$63K) Reduce transfer to PWOC Fund



2023-2024 Projection - \$28,730,280

- \$4.6 million from ARPA used for Police costs offset by
- \$650K anticipated to be transferred to Lakepointe Fund



TOTAL GENERAL FUND EXPENDITURES 2025-2026

2025-2026 Proposed Budget - \$37,711,676

- Increase of 15% from 2023-2024 amended budget (\$5.0 million)
- Assumptions
- Use of \$2.0 million of GF reserves for Special Projects
- \$650K for Lakepoint
- \$240K to build up building preservation reserves
- \$350K increase in WCIA premiums
- \$1.0 million increase in Public Safety costs
- \$266K increase in ARCH and human services contributions
- \$416K for new/increased positions including salary and benefits



TOTAL GENERAL FUND EXPENDITURES 2025-2026

2025-2026 Proposed New/Increased Positions

General Fund Cost Center	New/Increased Position	2025 Salary + Benefits	2026 Salary + Benefits	2025-2026 Biennium Total
Development Services	Increase Building Official from 30 to 40 hours per week:	\$67,003	\$70,353	\$137,356
Development Services	Increase Permit Coordinator from 25 to 40 hours per week:	\$46,819	\$49,160	\$95,979
City Manager	New - Business & Community Engagement Coordinator:	\$121,835	\$127,927	\$249,762
	Less: 50% of Exec Assistant monies	(\$74,000)	(\$77,700)	(\$151,700)
Engineering	New - Right-of-Way Inspector, 25%	\$37,154	\$39,012	\$76,166
Engineering	New - Civil Engineer, 25%	\$41,250	\$43,313	\$84,563
	Total General Fund Impact	\$240,061	\$252,064	\$492,125

2025-2026 NEW POSITION SUMMARY – ALL FUNDS

Fund/Cost Center	New/Increased Position	2025 Salary + Benefits	2026 Salary + Benefits	2025-2026 Biennium Total
GF: Development Services	Increase Building Official from 30 to 40 hours per week:	\$67,003	\$70,353	\$137,356
GF: Development Services	Increase Permit Coordinator from 25 to 40 hours per week:	\$46,819	\$49,160	\$95,979
GF: City Manager	New - Business & Community Engagement Coordinator:	\$121,835	\$127,927	\$249,762
	Less: 50% of Exec Assistant monies	(\$74,000)	(\$77,700)	(\$151,700)
GF: Engineering	New - Right-of-Way Inspector, 25%	\$37,154	\$39,012	\$76,166
GF: Engineering	New - Civil Engineer, 25%	\$41,250	\$43,313	\$84,563
	Total General Fund Impact	\$240,061	\$252,064	\$492,125
Transportation Capital Fund	New - Right-of-Way Inspector, 50%	\$74,308	\$78,023	\$152,331
Transportation Capital Fund	New - Civil Engineer, 25%	\$41,250	\$43,313	\$84,563
	Total Transportation Capital Fund Impact	\$115,558	\$121,336	\$236,894
KAPE Fund	New - Right-of-Way Inspector, 25%	\$37,154	\$39,012	\$76,166
KAPE Fund	New - Civil Engineer, 50%	\$82,500	\$86,625	\$169,125
	Total Kenmore Automated Photo Enforcement (KAPE) Fund Impact	\$119,654	\$125,637	\$245,291
Lakepointe Fund	New - Capital Project Manager	\$183,000	\$192,150	\$375,150
Lakepointe Fund	New - Senior Planner, 2 yr limited term	\$157,000	\$164,850	\$321,850
	Total Lakepointe Fund Impact	\$340,000	\$357,000	\$697,000
	Total Impact of all position changes	\$815,273	\$856,037	\$1,671,310

DEVELOPMENT SERVICES

DEPARTMENT DESCRIPTION

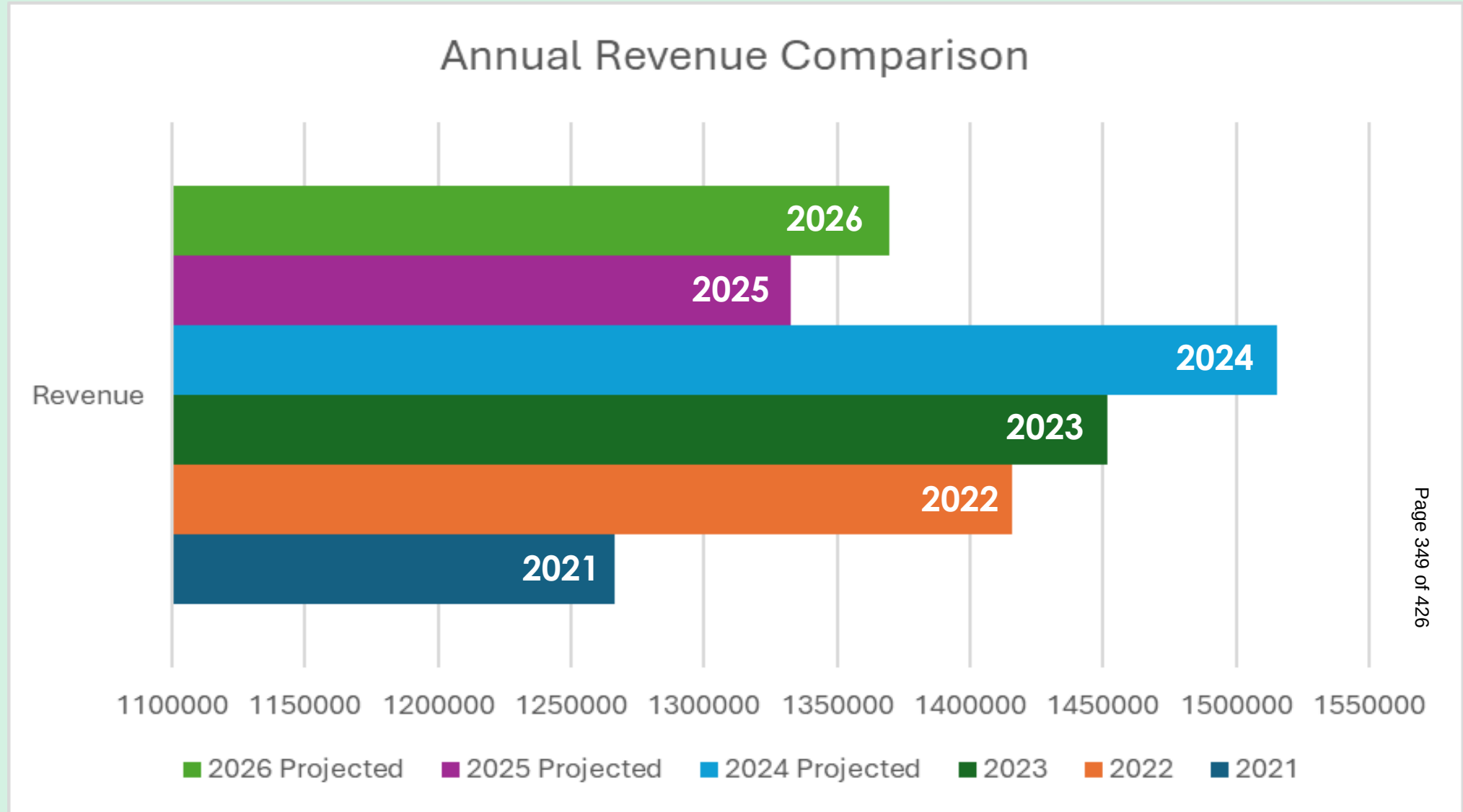
- Responsible for oversight of land and building development throughout the city
- Reviews projects for compliance with local, state, and federal regulations
- Responsible for code enforcement
- Inspects projects for compliance with approved plans, adopted codes, safety regulations, and best management practices
- Implement new policies, standards, and code requirements
- Engages with the public to gather input on development projects
- Serves as a resource to property owners, residents, builders, and developers, to navigate complex codes and regulations
- Facilitates economic development and encourages investment

PROPOSED BUDGET

2025-2026

- \$3.8M budget

DEVELOPMENT SERVICES



HIGHLIGHTS
AND
CHANGES

DEVELOPMENT SERVICES

SB 5290 permit processing timelines effective January 1, 2025

New Programs

- Animal sheltering/services (program transferred from CMO)
- Business registration contractor verification

Challenges

- Increased regulations create longer review and inspection times
- Meanwhile, SB 5290 requires review times to decrease
- TRAKiT functionality issues
- Small staff

Strategy

- Internal process improvement measures to streamline permit processing and plan review
- TRAKiT fixes (ongoing)
- Mybuildingpermit.com (MBP) Front-end upgrades
- MBP new back-end system (TRAKiT replacement)

HIGHLIGHTS AND CHANGES

DEVELOPMENT SERVICES

PROJECTS 2025-2026

Development Projects

- Kenmore Urban
- Larus Apartments
- Hiatt Springs
- 25 Degrees
- The Approach (Holt)
- Kenmore Elementary
- Inglemoor High School
- Public Works Operations Center
- Inglewood Golf Club

Code Amendments

- Trees & Middle Housing Collaboration
- Annual fee resolution

Customer Service

- Forms update
- Video tutorials

SB 5290 ★

- Implementation
- Reporting

Process Improvements

- Procedures & efficiencies
- Franchise utility ROW permits

Systems

- MBP back-end system (new)
- MBP front-end upgrade
- TRAKiT & MBP code compliance integration
- TRAKiT fixes

Records Management

- Scanning paper files

DEVELOPMENT SERVICES

STAFFING

2025-2026 Changes

- Building Official from 0.75 PTE to 1.0 FTE
- Permit Coordinator from 0.625 PTE to 1.0 FTE

Ideally, the department would hire 3-4 FTEs to meet the new SB 5290 review timelines. However, this is not financially sustainable.

ENVIRONMENTAL SERVICES

DEPARTMENT DESCRIPTION

- Environmental Services oversees the implementation of the City's Climate Action Plan.
- Decrease greenhouse gas emissions 50% by 2030, 75% by 2040, and achieve net zero by 2050.
- Increase resiliency of the city's natural environment and community to impacts of climate change.

PROPOSED BUDGET

- 2025 proposed budget \$308,572
- 2026 proposed budget \$319,337
- Biennium proposed budget \$627,909

ENVIRONMENTAL SERVICES

HIGHLIGHTS AND CHANGES

- Addition of an intern is proposed to assist the Climate Action Program Manager.
- Focus on programs that target building and energy issues, which account for 60% of emissions.
 - Electrification
 - Solarization
 - Weatherization
- Focus on programs that target transportation and land use, which account for 30% of emissions.
 - Electrification
 - Infrastructure
- Urban Forest Management
 - Increase Forest Canopy
 - Carbon Sequestration
- Education and Outreach
 - Every program has component of community engagement and education
- Incentives & Financial Support
 - Proposed budget to support city incentive programs that increase program adoption
 - Proposed budget to support adoption of programs through financial assistance to overburdened community members

ENVIRONMENTAL SERVICES

PROJECTS 2025-2026

- Urban Forest Management Plan
 - Complete June 2025
 - Implement Actions (TBD)
- Electric Vehicle Infrastructure Plan
 - Complete June 2025
 - Implement Actions (TBD)
- Electrification/Weatherization Programs
- Climate Action Advisory Committee
- Education & Outreach Programs
- City Streetlight Replacement
- Public Works Operations Center
- Waste Management/Recycling
- Grants

ENVIRONMENTAL SERVICES

STAFFING

General Fund

- Climate Action Program Manager
 - Implement CAP
 - Develop/Manage Programs
 - Contracts
 - Grants
- Administrative Specialist
 - Administrative Support
 - Project Assistance
 - Education/Outreach
 - Website
- Environmental Services Intern
 - Project Assistance
 - Education/Outreach

Surface Water Fund

- Environmental Services Director
 - Implement CAP
 - Develop Programs
 - Manage Budget/Resources
- GIS Analyst
 - Mapping/GIS Support
 - Education/Outreach
- Environmental Services Technicians
 - Project Assistance
 - Education/Outreach

CITY COUNCIL

DEPARTMENT DESCRIPTION

- Seven elected Councilmembers
- Mayor and Deputy Mayor selected by the Council for two-year terms
- Legislative branch of City government
- Policy-making body
- Sets City vision and priorities
- Adopts budget
- Enacts ordinances and resolutions
- Adopts policies and regulations
- Approves contracts
- Sets rates and fees for City services
- City Manager reports to the City Council

PROPOSED BUDGET

2025-2026
\$427,000 budget

CITY COUNCIL

COUNCIL PRIORITIES 2025-2026

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances. In addition, achieving the City's 20-year vision as described in the Comprehensive Plan is of high importance. With this context, the City Council can emphasize certain initiatives or address specific problems through its priority-setting process each year. These priorities are described as follows:

1. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.
2. Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.
3. Finalize, adopt, and implement the Human Services Strategic Plan.
4. Promote sustainable Economic Development Strategies that enhance downtown and attract residents, small businesses, and visitors.
5. Enhance multimodal transportation, including pedestrian and bicycle safety.
6. Continue to seek opportunities to activate the Lakepointe property.
7. Broaden community engagement and foster fun.
8. Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform.
9. Explore opportunities to expand Parks and Recreation.

CITY MANAGER'S OFFICE

- City Clerk's Office
- Citywide Communications, Community Engagement and Marketing
- Economic Development and Tourism
- Citywide Research and Development Projects
- Housing and Human Services
- Regional Partnerships and Cooperation
- Diversity, Equity, Inclusion and Accessibility Plan Implementation
- Public Records Program
- Citywide Front Desk Reception
- Special Projects
- Leadership of the Organization and Organizational Health
- Public Safety/Judicial Branch Support

2025-2026
\$3.46M budget

**DEPARTMENT
DESCRIPTION**

**PROPOSED
BUDGET**

CITY MANAGER'S OFFICE

- New community engagement and social media management tools to combat misinformation and disinformation and streamline communications efforts
- Continue DEIA Strategic Plan Implementation
- New economic development efforts including Hank Heron mascot sponsorship program, tourism efforts, and restaurant and retail study
- Holt property development
- Implement Human Services Strategic Plan and Advisory Group
- Continue to partner on the Regional Crisis Response Agency and Crisis Care Center
- Expanded use of Community Court and associated Resource Center
- Implementation of projects funded by one-time Special Projects funds
- Continued work on Lakepointe development, including communications and outreach
- New Community and Business Engagement Coordinator position to assist with ever-growing communications, community engagement, business outreach and tourism programs

2025-2026 HIGHLIGHTS AND PROJECTS

CITY MANAGER'S OFFICE CITY CLERK'S OFFICE

DEPARTMENT DESCRIPTION

The City Clerk's Office, part of the City Manager's department, manages City Code updates, ensuring compliance with the Open Public Meetings Act (OPMA) and Public Records Act (PRA). It supports City Council by preparing agendas, recording meetings, and producing minutes. The Clerk oversees the Kenmore Municipal and Administrative Codes, processes official documents like ordinances and contracts, and ensures accurate records of City operations, including support for committees and commissions.

PROPOSED BUDGET

2025-2026
\$1M budget

- First biennium with 2.0 FTEs: City Clerk, Deputy City Clerk
- Programs: Hybrid-OPMA Meetings , Work Study program (DEIA Plan)

HIGHLIGHTS & CHANGES

CITY MANAGER'S OFFICE HOUSING AND HUMAN SERVICES

DEPARTMENT DESCRIPTION

The Housing and Human Services program is a part of the City Manager's Office and reflects the City Council's commitment to fostering a stable and supportive City where all community members have the opportunity to thrive. Based on the City Council priorities, the workplan items prioritize affordable housing initiatives, human services strategic planning, and investment in regional human services providers.

PROPOSED BUDGET

2025-2026
\$1.38M Budget

HIGHLIGHTS & CHANGES

- Continue implementation of the recommendations in the Human Services Needs Assessment by facilitating the term-limited Human Services Advisory Group and formalizing a six-year strategic plan and 2025-2026 human services workplan.
- Continue work with Imagine Housing and partners to develop a project timeline with deliverables, including purchase and sale agreement and application to housing trust fund.

CITY MANAGER'S OFFICE

STAFFING

- 9.95 FTEs
 - City Manager
 - Deputy City Manager
 - City Clerk
 - Deputy City Clerk
 - Public Records Officer
 - Receptionists (two part-time FTEs)
 - Assistant To the City Manager/Diversity, Equity, Inclusion and Accessibility Coordinator (0.33 in CMO / 0.67 in Special Projects)
 - Housing and Human Services Manager
 - Communications and Tourism Manager
 - Community and Business Engagement Coordinator
 - Executive Assistant (0.5)
- Repurposing the vacant Executive Assistant to a new Community and Business Engagement Coordinator while adding a 0.5 FTE Executive Assistant (a net overall increase of 0.5 FTE)

PUBLIC SAFETY

DEPARTMENT DESCRIPTION

Most costs associated with public safety services are provided through ongoing contracts with entities that have served Kenmore for many years:

- Police Services - contract with King County Sheriff's Office
- Behavioral health alternative response – contract with Regional Crisis Response (RCR) Agency
- Court Services - contract with King County District Court
- Public Defense - contract with Stewart, McNichols, & Harmell
- Prosecutor Services - contract with Sarah Roberts
- Jail Housing - contract with SCORE

PROPOSED BUDGET

2025-2026

- Police Services Contract: \$9,840,000
- Regional Crisis Response: \$435,000
- Court Services: \$150,000
- Public Defense: \$130,000
- Prosecutor: \$330,000
- Jail Services: \$330,000

PUBLIC SAFETY

HIGHLIGHTS AND CHANGES

- No changes proposed to personnel or staffing
- No new programs added
- RCR funded separately
- Maintains funding for community outreach programs, including:
 - *Nurturing Trust* Workshops
 - National Night Out
- Increased costs within the police contract due to:
 - Body worn camera program
 - Increased labor costs
 - Increased liability insurance

PUBLIC SAFETY

- Maintaining current 911 call response
- Investigative services
- Support to automated enforcement (KAPE)

- *Nurturing Trust* Workshops
- Traffic Safety Grant Management
- Support of RCR, and continued emphasis on increased utilization

**PROJECTS
2025-2026**

PUBLIC SAFETY

STAFFING

- Maintains current police services staffing levels:
 - 14 FTE, including:
 - 1 Chief
 - 1 Detective
 - 12 Patrol Officers
- Specialty services continuing thru KCSO
 - Major Crimes/Special Assault
 - Major Accident Reconstruction
 - Marine Unit
 - SWAT
 - Fire Investigation
- Support Services continuing thru KCSO
 - Communications Center (911)
 - Internal Investigations/Office of LE Oversight
 - Human Resources
 - Advanced Training

FINANCE & ADMINISTRATION

- Finance, Accounting, Budget, Financial Reporting, Human Resources, Risk Mgmt, IT
 - Budget Prep & Oversight
 - Forecasting & Financial Planning
 - Treasury, Debt & Investment Mgmt
 - Audit & Internal Controls
 - Financial Reporting
 - Payroll, Benefits, Accounts Payable
 - Leave Administration
 - Accounting/Purchasing
 - Fixed Asset Tracking
 - Technology/Network Support



DEPARTMENT DESCRIPTION

PROPOSED BUDGET

- | | |
|---|---------------|
| ■ Total 2025-2026 Budget | \$3.7 million |
| ■ Percent of General Fund | 9.8% |
| ■ % Increase/(decrease) from 2023-2024 Budget | 17.3% |
| ■ FTE's | 4 |

FINANCE & ADMINISTRATION

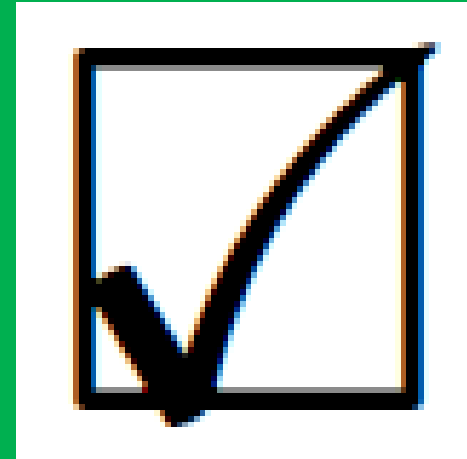
HIGHLIGHTS AND CHANGES

- Unqualified (clean) audit report for 2022
- Updated the Service Level Budgeting data for consideration in development of the 2025-2026 biennial budget
- Managed development of six-year Financial Sustainability Plan
- Implemented new HR recruitment form
- Maintained City's status as a Well City (17th year), saving 2% in medical insurance costs (over \$20,000)
- 2024 Salary Study to be completed before yearend
- Technology inventory completed
- IT committee reconvened and new work plan developed
- Began converting staff computers to Windows 11
- New Finance Director onboarded in early 2023
- New Administrative/Financial Services Manager hired in April 2023 (this was an internal promotion)
- New Payroll/Accounting Coordinator hired June 2023
- New Accountant hired in May 2024

FINANCE & ADMINISTRATION

PROJECTS 2025-2026

- Maintain unqualified audit opinion with no findings
- Manage the six-year financial sustainability plans & implement elements of the plans
- Update/obtain AAA rating from S&P rating agency
- Issue \$12.5 million in bonds for Public Works Operations Center
- Develop financing plan for development of Lakepointe property



FINANCE & ADMINISTRATION

STAFFING

- Finance & Administration Director, 1.0 FTE
(hired Feb 2023)
- Administrative/Financial Services Manager, 1.0 FTE
(promoted April 2023)
- Accountant, 1.0 FTE
(hired May 2024)
- Payroll & Accounting Coordinator, 1.0 FTE
(hired June 2023)



LEGAL

DEPARTMENT DESCRIPTION

- City Attorney services to Council and City Administration
- Services include guidance and support, advice on policy matters, attendance at Council meetings
- Provided by contract with Inslee, Best, Doezie & Ryder, P.S.
- Specialized legal counsel from other firms used as needed

PROPOSED BUDGET

- | | |
|---|-----------|
| ▪ Total 2025-2026 Budget | \$900,000 |
| ▪ Percent of General Fund | 2.4% |
| ▪ % Increase/(decrease) from 2023-2024 Budget | 28.6% |
| ▪ FTE's (provided through contract) | 0 |

HUMAN RESOURCES

- Talent Acquisition (via City Clerk's office)
- Career Development (via City Clerk's office)
- Employee Relations
- Employee Benefits & Compensation
- On/Off Boarding
- Workers' Compensation
- Leave Management
- Performance Review Oversight

- | | |
|---|-----------|
| ▪ Total 2025-2026 Budget | \$172,000 |
| ▪ Percent of General Fund | 0.5% |
| ▪ % Increase/(decrease) from 2023-2024 Budget | (66.3%) |
| ▪ FTE's | 0 |

HUMAN RESOURCES

HIGHLIGHTS AND CHANGES

- Adoption & Implementation of DEIA Strategic Plan
- DEIA Advisory Committee meetings held quarterly
- Rolled out mandatory training series
- Continued highly successful Wellness Program with ability to earn extra floating holiday
- Employee appreciation events held throughout the year
- Implemented new HR Recruitment Form
- Employee Salary & Equity Study in 2024
- DEIA work moves to City Manager's Office in 2025



HUMAN RESOURCES

PROJECTS 2025-2026

- Move DEIA work to the City Manager's Office
- Finalize & implement new Onboarding process
- Conduct employee engagement survey
- Continue new training program



NON-DEPARTMENTAL

- Only transfers from the General Fund to other funds are accounted for in the Non-Departmental cost center such as:
 - Street Fund
 - PW Operations Center
 - Equipment Replacement Fund

▪ Total 2025-2026 Budget	\$890,000
▪ Percent of General Fund	2.3%
▪ % Increase/(decrease) from 2023-2024 Budget	(36.7%)
▪ FTE's	0

DEPARTMENT
DESCRIPTION

PROPOSED
BUDGET

SPECIAL PROJECTS

DEPARTMENT DESCRIPTION

- Special Projects funding indirectly made possible by the former American Rescue Plan Act (ARPA) funding
- A portion of ARPA funds were used to pay for police services in 2023 which made available just over \$2.0 million in General Fund monies
- For 2025-2026, these one-time/pilot Special Projects are proposed to be used to assist with the climate action plan, human services and local business assistance

PROPOSED BUDGET

- | | |
|---|-----------------|
| ▪ Total 2025-2026 Budget | \$2.0 million |
| ▪ Percent of General Fund | 5.4% |
| ▪ % Increase/(decrease) from 2023-2024 Budget | new cost center |
| ▪ FTE's | .67 |

SPECIAL PROJECTS

PROJECTS 2025-2026

	2025	2026	Totals
CAP & Environment			
CAP Incentive Programs	100,000	150,000	250,000
EVIP Implementation	50,000	100,000	150,000
UFMP Implementation	150,000	150,000	300,000
Subtotal	300,000	400,000	700,000
Human Services			
HHS Navigator Program	155,000	155,000	310,000
HHS Utility Assistance Program	200,000	200,000	400,000
Cascadia College Catch Up Learning	50,000	0	50,000
Center for Human Services - Student Mental Health	56,439	37,625	94,064
Lake City Partners - Homeless Assistance	4,500	0	4,500
YMCA Swimming Lessons for Low Income Youth	15,000	15,000	30,000
Subtotal	480,939	407,625	888,564
Economic Development			
In House Pitch Competition	0	30,000	30,000
Small Business Expo - for home based businesses	20,000	0	20,000
Restaurant and Retail Study	50,000	0	50,000
Other E.D. Effort (TBD) to Boost Local Businesses	15,000	15,000	30,000
Subtotal	85,000	45,000	130,000
Special Projects Management			
ATCM Position (2/3)	150,000	157,500	307,500
Totals	1,015,939	1,010,125	2,026,064

TIMELINE: NEXT STEPS

BUDGET PRESENTATIONS

10/14: Tonight's Presentation

10/21: Community Development, Public Works, Engineering, Events, Volunteer & Recreation, Parks, Facilities & Fleet, Street Fund, Parks Capital Fund, Transportation Capital Fund, Art Fund, Lakepointe Fund

10/28: Surface Water Management, Surface Water Management Capital, Facility Capital Fund, Impact Fee Funds, Transportation Benefit District Benefit Fund, Other Funds

PUBLIC HEARINGS

11/12: Preliminary Biennial Budget Public Hearing

11/25: Final Biennial Budget Public Hearing and Possible Adoption

THANK YOU

QUESTIONS AND COMMENTS

Melinda Merrell
Finance & Administration Director
mmerrell@kenmorewa.gov



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: City of Kenmore 2025 State Legislative Agenda Proposed Council Action/Motion: Approve the proposed City of Kenmore 2025 State Legislative Agenda and Policy Statements	For Council Meeting Agenda of: Oct. 14, 2024 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th> <th style="text-align: left; border-bottom: 1px solid black;">Initial & Date</th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td style="border-bottom: 1px solid black;">RGK</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="border-bottom: 1px solid black;">RGK</td> </tr> </tbody> </table> Exhibits/Attachments: 1. 2025 Legislative Agenda 2. 2025 Policy Statements		Initial & Date	Approved by Department Head:	RGK	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RGK
	Initial & Date										
Approved by Department Head:	RGK										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RGK										
Information/Background: Each year, the Kenmore City Council approves a Legislative Agenda prior to each state legislative session that outlines priority requests the City and its government relations consultants will put forward during the legislative session. The proposed 2025 Legislative Agenda for Kenmore is attached to this agenda bill. In addition, Policy Statements are attached to this agenda bill for City Council consideration. These Policy Statements are intended to be more internal and guide staff and the City's lobbyist in expressing City support for or opposition to legislative proposals. Gordon Thomas Honeywell represents the City in State Legislative matters and will advocate for the City's priorities during the legislative session.											
Fiscal Consideration: The funding requests in the proposed 2025 Legislative Agenda, if approved by the State Legislature, will improve the financial viability and therefor the likelihood of completion of the capital projects listed therein.											
City Council Priority or Budget Objective Being Addressed: Effective advocacy at the State Legislature supports all City Council goals.											



2025 State Legislative Agenda

Lakepointe

The City is poised to transform the 40+ acre Lakepointe property, which is currently a languishing industrial site on Lake Washington, into a walkable urban village with over 3,000 lineal feet of restored shoreline habitat and a landmark waterfront park. The City is moving forward to perform thorough due diligence and coordination with regulatory agencies before fully committing to purchase approximately 15 acres of the property for the park and shoreline habitat restoration. Due diligence includes testing for pollutants and contaminants to ensure that the land is safe. This process is costly and while the City has pursued grants to support this work, there is still a \$650,000 gap in funding. Development of Lakepointe will be a multi-year effort and require support from all levels of government. The City requests the state's initial support of \$650,00 and future support to make this vision a reality.

Ped/Bike Projects in Kenmore

Pedestrian and bicyclist safety is a City priority. The City is committed to achieving zero pedestrian and bicyclist fatalities and serious injuries by 2025 through project improvements, education and enforcement. The City requests state funding to deliver the following projects:

- 61st Avenue Sidewalk and Stream Enhancements: \$3.5M was included in the Move Ahead WA package and then mistakenly swept in the 2024 transportation budget. The City requests the \$3.5M be restored in the 25-27 budget.
- 80th Avenue: There is a \$750,000 funding gap to close sidewalk gaps and create continuous sidewalk, buffered bike lanes, and enhanced crossings on both sides of the street connecting to SR522.
- Burke Gilman Trail/ SR 522 Accessibility: There is a \$1M gap to provide an ADA connection from the Burke Gilman Trail to SR 522 and the BRT stop.
- Arrowhead Drive: There is a \$500,000 gap to build sidewalks, install a flashing crossing sign and several traffic calming features to improve safety for this school route.
- NE 181st – There is a \$500,000 gap to construct new sidewalks on the south side of NE 181st connecting the BRT stop.

Digital Permitting System Upgrades

As a member of the eCityGov Alliance, we request \$2.7 million from the 2025-27 State budget for the development of a digital permitting solution that will help cities comply with SB 5290 and improve the responsiveness, efficiency, and overall management of the permitting process for local governments.

This is an internal document designed to provide guidance to city staff and the city's lobbyist. The policy statements in this document allow the city to quickly take positions on legislation. It is not all-inclusive of all policy positions that the city may take throughout a session, and the following items are listed alphabetically, not in order of priority.

Affordable Housing Near Fixed Route Transit

Kenmore supports setting affordability goals for transit-oriented development and providing local flexibility and planning resources to help communities achieve those goals.

Climate Change and Environmental Stewardship

The City supports statewide policies and programs that respond to climate change and protect and promote clean air, clean water, and clean energy. The City's Climate Action Plan establishes a goal of a 50% reduction in greenhouse gas emissions by 2030. A key component to meeting that goal is the enforcement of new state building and energy code requirements. The City also supports state sharing of Climate Commitment Act revenues, grant funding for energy retrofits of public buildings, and incentives for property owners transitioning to clean energy. Other environmental efforts the City supports are product stewardship programs to reduce waste at the source and promote a circular economy; eliminating salmon-killing rubber tire dust (i.e. 6PPD-quinone); the removal of PFAS from the environment, including food and water supplies; and increased environmental remediation funding through MTCA and other programs.

Co-Responder Support

Kenmore is a member of the Regional Crisis Response (RCR) agency, which provides person-centered and immediate crisis response, de-escalation, resource referral, and follow-up tailored to the specific needs of those experiencing behavioral health challenges. This approach has proven to be effective and is increasingly important to combat the behavioral health epidemic. Kenmore supports ongoing, stable funding for co-responder programs as well as standardized training and certification.

Criminal Justice

The City supports reforms that address the disparate impacts of systems and institutions on communities of color. As part of this, the City calls on the Legislature to advance criminal justice transformation policies to provide greater safety for communities that historically have not been well-served by existing systems. The City also supports state funding for increased costs resulting from police, court, and other criminal justice reforms. As part of this, the city supports state funding for body camera programs and resources to offset the rising cost of police services, including but not limited to liability insurance.

Culvert & Stormwater Funding for Salmon Habitat Restoration

Kenmore encourages the State to invest in state and local culvert, floodplain, and fish habitat projects to restore habitat for salmon on a watershed basis. The city owns approximately dozens of fish blocking culverts and is committed to removing these barriers to improve fish passage but has limited resources to accomplish this task.

Firearms

The City supports proposals that regulate firearms to curb gun violence.

Fiscal Sustainability—Lifting the 1% Cap on Property Tax

As a residential community, property tax is Kenmore's largest source of operating revenue. The city has a limited retail tax base and is constrained from generating additional revenue to maintain city services, the costs of which are increasing at a rate greater than the State-imposed property tax growth limit of 1% per year. The City of Kenmore supports lifting the 1% cap on property tax increases and other actions to create a sustainable fiscal structure for cities.

The Lodge at St. Edward State Park

The City supports policy changes and funding solutions to promote the long-term success of The Lodge at St. Edward State Park.

Housing Crisis

The City of Kenmore feels the urgency in addressing the housing crisis and is committed to doing what it can to increase the supply of housing, especially affordable units. The City welcomes the State's partnership via grant programs, like the Housing Trust Fund, and other funding tools to increase the number of housing units. The City supports policies and incentives that increase housing construction, including but not limited to reducing legal liability for condominium developers.

Mental Health Crisis Care Facilities

The City supports state funding and legislative changes to increase the availability of 24/7 mental health crisis care facilities throughout the state.

Mobile Home Communities

The City supports legislation that recognizes that mobile homes represent an important affordable housing option throughout the state. Topics such as: ensuring individuals considering purchasing a mobile home are informed about laws and regulations limiting the transport of mobile homes; lease increase notice and other guidelines; tenant protections; and requiring that sellers notify purchasers if a home cannot be moved, are examples of potential legislation that could help protect mobile homeowners' investments and provide greater predictability.

Passenger Only Ferry

The City supports efforts to explore passenger only ferry service from Kenmore to Seattle and the east side of Lake Washington. The City closely monitored the legislatively directed Puget Sound Regional Council's Passenger Only Ferry Study and supports legislative action to advance findings from the study.

Racial Equity

In accordance with the City's Diversity, Equity, Inclusion and Accessibility (DEIA) policy, it will continue to look for ways to break the racial caste system that still exists in our society, including but not limited to striking from the record any racial based restrictive covenants. As the city makes changes at the local level, we support and expect the state to make systemic changes to improve equity for all members of society.

Real Estate Excise Tax (REET) as a Funding Tool for Affordable Housing

The City of Kenmore supports new and flexible funding options for local jurisdictions to address the need for affordable housing, such as a local option Real Estate Excise Tax (REET). Such options should be progressively structured to best meet the needs of low and moderate income households.

Reproductive Healthcare

The City supports amendments to the Washington State Constitution to codify an individual's right to comprehensive, safe, and accessible reproductive healthcare.

Tax Structure Reform

Kenmore encourages the state to identify reforms to the tax system that provide progressive, equitable, stable, and reliable revenue sources for both state and local government.

Zoning and Land Use

The City supports the state establishing housing goals and allowing local jurisdictions discretion in accomplishing those goals through zoning and land use decisions.

CITY OF KENMORE

PREPARING FOR THE 2025 LEGISLATIVE SESSION

SHELLY HELDER

GORDON THOMAS HONEYWELL
GOVERNMENT RELATIONS

OCTOBER 14, 2024



OVERVIEW

2025 Legislative
Session
Expectations

Draft 2025
Legislative
Agenda

Draft 2025
Policy
Statements

Next Steps

2025 LEGISLATIVE SESSION EXPECTATIONS



First year of the two-year biennium, 105-day session

Tasks

- Develop 2025-27 Operating, Capital, and Transportation budgets
- Consider and adopt policy bills

Budget Context

- September 2024 revenue forecast projected a decrease of \$500M in the current biennium
- Transportation budget will continue to be constrained, discussions about a package
- Capital budget is not expected to increase in size like it has in recent years

Political Context

- Three initiatives on the November ballot have impacts on the state budgets if passed
- Not likely to have a shift in political majorities but there will be many new members
- Committee on committees to determine new committee assignments and Chairs

KENMORE'S LEGISLATIVE DOCUMENTS

Legislative Agenda

- 3-5 high priority issues for the City
- Funding request or specific request for a change to state law
- Purpose: Focus City resources (staff time & legislator's time) on the areas that will most directly benefit the City

Policy Statements

- List of policy areas that impact City business where legislation may be introduced
- Purpose: Allow for timely engagement on issues that could have a significant positive or negative impact on the City

DRAFT 2025 LEGISLATIVE PRIORITIES

Lakepointe

Ped/Bike Projects in Kenmore

Digital Permitting System Upgrades

DRAFT 2025 POLICY STATEMENTS

- Updated Statements:
 - Climate Change & Environmental Stewardship
 - Culvert & Stormwater Funding for Salmon Habitat Restoration
 - Fiscal Sustainability
 - REET as a Funding Tools for Affordable Housing
- New Statement:
 - The Lodge at St. Edward State Park

NEXT STEPS



City of Kenmore

Council approval of Legislative Agenda & Policy Statements

Meet with 1st District Legislators to discuss the City's Legislative Agenda

Meet with other state legislators as needed

WA State

November General Election

House & Senate Committee on Committees

Legislative Committee Days: December 9th – 13th

2025 Legislative Session begins on January 13th

QUESTIONS?

Shelly Helder
360-209-3338
shelder@gth-gov.com



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Service Level Budgeting

For Council Meeting Agenda of: 10/14/2024

Department: City Manager's Office

Prepared by: Garrett Oppenheim, Assistant to the
City Manager

Proposed Council Action/Motion:

No action requested; presentation and discussion about Service Level Budgeting method for the 2025-2026 biennial budget.

Initial & Date

Approved by Department Head:

SL 10/4/24

Approved by City Attorney:

N/A

Approved by Finance Director:

MM 10/4/24

Approved by City Manager:

RGK 10/4/24

Attachments/Exhibits:

1. Service Level Budgeting Workshop Slide Deck
2. Service Level Budgeting Description
3. Service Level Budgeting Memo

Summary:

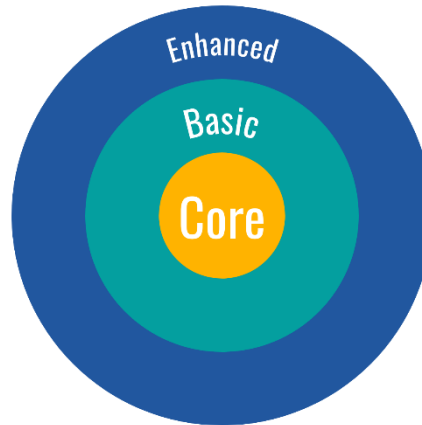
Staff used the Service Level Budgeting (SLB) method to assemble a budget for the 2025-2026 biennium. SLB is a bespoke budgeting method unique to the City of Kenmore that calls for programs to be identified and then categorized as Core, Basic, and Enhanced, depending on whether they are required by state law or essential for public safety; they are an inherent part of what cities traditionally do; or they are entirely discretionary and/or the same or similar service is provided by other entities. This presentation will explain the SLB process.

Information/Background:

For the 2025-2026 Biennial Budget process, the City of Kenmore has used the Service Level Budgeting (SLB) method. This method utilizes the better attributes from other off-the-shelf budgeting methods, such as scoring programs by how well they advance City Council's priorities, while discarding components of those methods that did not work for the City's purposes, such as operating under an assumption that any program could be cut in any given year.

SLB is a method to build the budget through the lenses of service levels and priorities, beginning with classifying programs as "core," "basic," or "enhanced." SLB recognizes that programs and services are not all created equal and that some are more essential for public safety and order or are required by state law, while other programs are more discretionary or are fulfilled by other service providers. SLB identifies, costs, and scores programs according to how well they advance goals and priorities, but before scoring programs, SLB separates the nondiscretionary programs in the budget from discretionary programs and only the discretionary or "enhanced" programs are scored.

In creating an SLB budget, services and programs are placed into three service level categories, Core, Basic, and Enhanced:



Core level includes those services and programs essential to public order and to maintaining life safety as well as those mandated by state or federal law that are the sole responsibility of the city. Examples of Core services include road maintenance, police patrol, criminal investigations, jail, and municipal court.

Basic level services are not necessarily required for public safety and are not mandated by state or federal law, but they are considered elemental or inherent to what cities do, such that it would be difficult not to do them. Examples of basic programs include public parks, capital project management, traffic safety programs (above a core or minimum level of service), and nuisance code enforcement.

Enhanced services add to quality of life, are more discretionary for a city to provide and are not assumed to be an inherent city function. They often augment what other public, nonprofit, and private sector entities already provide. Examples of enhanced programs and services include human services funding, recreation programs, affordable housing, city events, economic development programs, maintenance of irrigated landscape beds on city arterials, and the Regional Crisis Response co-responder program.

SLB does not attempt to answer the question, “what services are important and which ones are not important?” If our services were not important, we would not be providing them. Instead, SLB distinguishes between what Kenmore inherently or mandatorily should provide as a city and what services and programs are more discretionary for a city to provide. A service that may be discretionary for a city may be a core mission of another organization.

SLB applies to three funds in the City’s budget: the General Fund, Street Fund, and Surface Water Management Fund. Surface Water Management is fee-supported and self-sustaining, so its programs do not get compared to General Fund and Street Fund programs.

The steps in the process to build a Service Level Budget are 1) identify each department’s programs, 2) categorize all programs as core, basic, and enhanced, 3) assign costs to the programs, 4) score the programs, 5) make budget recommendations, and 6) present the budget to City Council and the Community.

Fiscal Consideration:

SLB has been created and implemented by city staff. There are no consultant or subscription costs to this program.

City Council Priority or Budget Objective Being Addressed:

All City Council priorities.

SERVICE LEVEL BUDGETING

An Overview

ALTERNATIVE BUDGETING METHODS

- Priority Based Budgeting
- Budgeting for Outcomes
- Zero-Based Budgeting
- Target Based Budgeting
- Program Budgeting
- Performance Budgeting
- Participatory Budgeting

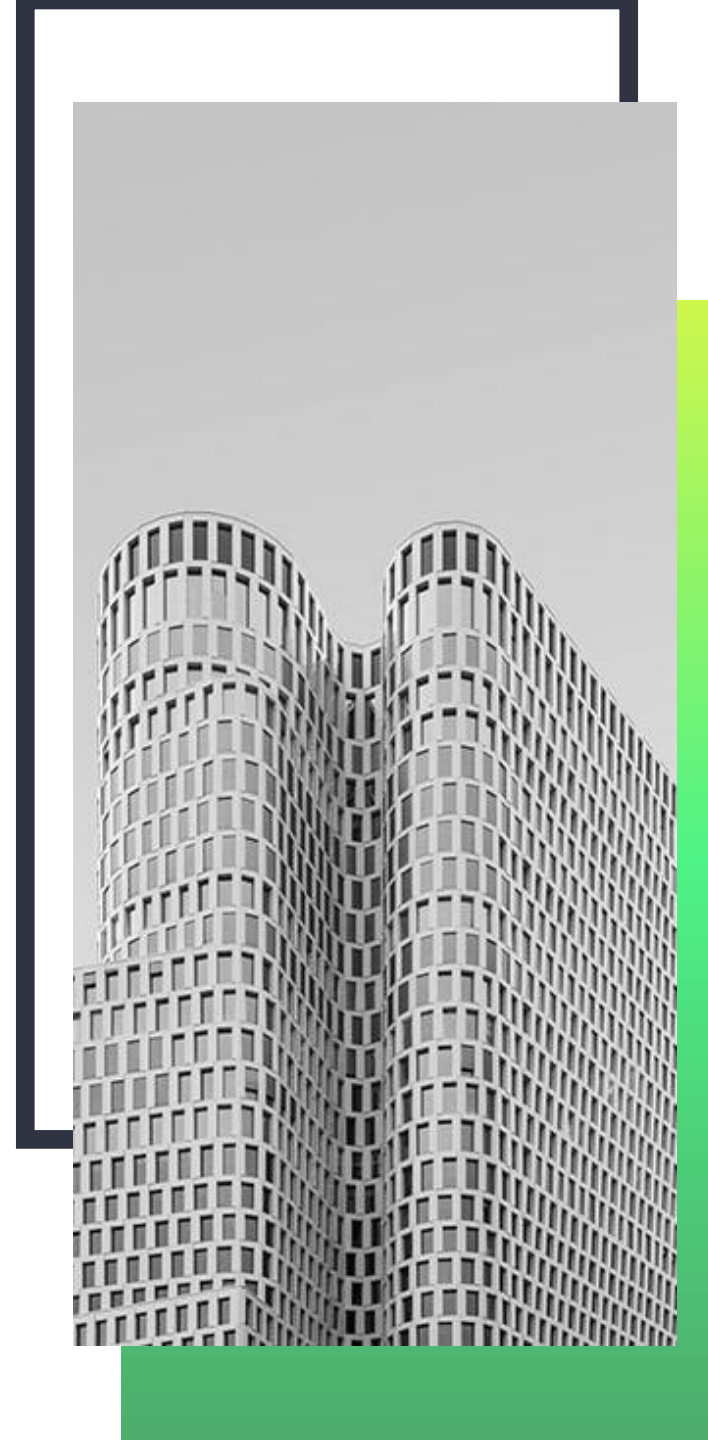
PITFALLS OF OTHER METHODS

Priority Based Budgeting

- Evaluates programs as if they are all discretionary, when in fact many are mandated by state or federal law or are necessary to maintain public order and safety.

Performance Budgeting

- Linking funding to results in terms of outputs or outcomes is problematic in the public sector where goals are long-term and difficult to quantify.



Zero-Based Budgeting

- Tries to build the budget up from the start every year as if any service could be subject to elimination but in truth, mandated and essential programs cannot be eliminated.

Participatory Budgeting

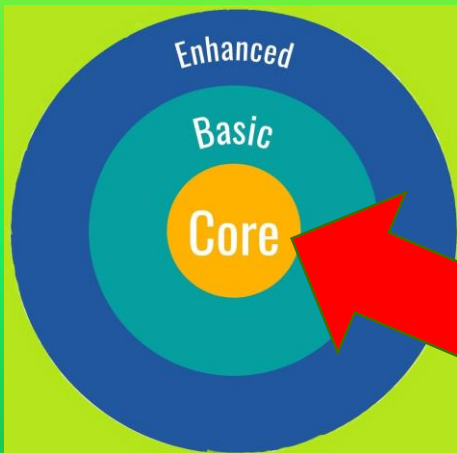
- Disproportionately amplifies the voices of those who have the time to become involved in the budget process.

SERVICE LEVEL BUDGETING

An Introduction

- Programs and services are not all created equal: some are more *municipally* essential while others are more discretionary when it comes to what cities are required, equipped, or expected to do (a discretionary service for a city may be a core mission for another organization)
- SLB distinguishes nondiscretionary and discretionary programs and only scores the latter based on how well they advance goals and priorities
- Services & programs fall into 3 level categories: Core, Basic, & Enhanced

LEVELS OF SERVICE



CORE

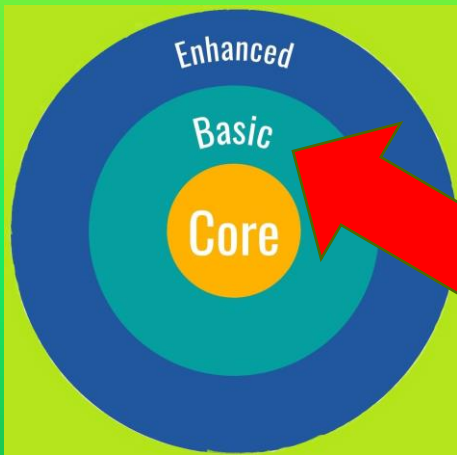
Services and programs essential to public order and maintaining life safety. Or required by state law.

Core services provided at a level beyond that required are categorized as basic or enhanced.

Examples:

- Services mandated by state or federal law that are the sole responsibility of the city
- Road maintenance
- Police patrols & investigations
- Administrative functions like City Council governance, financial accounting, and record keeping
- Courts
- Emergency Management

LEVELS OF SERVICE



BASIC

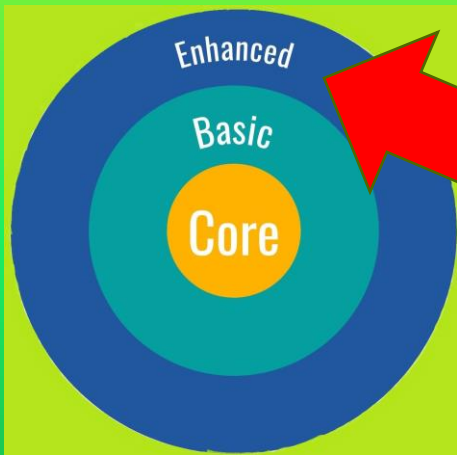
Services considered elemental or inherent to what cities do such that it would be difficult to not provide these services.

Basic services provided at a level beyond that typically provided are categorized as enhanced.

Examples:

- Public park maintenance
- Nuisance Code Enforcement
- Capital project management
- Administrative functions like employee trainings, website management (above and beyond what state law requires), and information technology services
- Front desk reception

LEVELS OF SERVICE



ENHANCED

Services that provide added quality of life, are more discretionary, and are not assumed to be an inherent city function. Enhanced services are often provided by other entities than just the City.

May augment what other public, nonprofit, or private entities already provide.

Examples:

- Recreation programs
- Human services funding
- Events
- Economic development programs
- Affordable housing
- State and federal lobbying
- Farmers Market
- Rhodie Boat House
- The Hangar & Town Square

PROCESS

1. Identify Main Programs
2. Categorize Programs as Core, Basic, and Enhanced
3. Assign Costs (Including Staff Time) and Dedicated Revenues to Programs
4. Score the Programs
5. Make Budget Recommendations
6. Build the Budget and Present It to City Council and the Community



1. PROGRAM IDENTIFICATION

The first step is to identify the services and programs the City provides.

- It is key to find the balance between defining programs too broadly or narrowly.
- Once they have been identified, each program and service is assigned to the City department responsible for its provision.

2. CATEGORIZE PROGRAMS

Is the program at the minimum level to comply with state and federal law or the minimum level needed to maintain public order?

Yes

The program is CORE

No, the program goes beyond legal requirements.

Is the program or service a function inherent to being a city even if it is not required?

Yes

The program is BASIC

No, the program adds to quality of life but is more discretionary or provided by another entity.

The program Is ENHANCED

3. ASSIGN COSTS

All of the expenses associated with a program are assigned to it on Costing Worksheet spreadsheets.

If a program exists across different service levels, then the costs are broken up according to the service level at which they are expended.

Name of Position	FTE Allocated to this Program	FTE by Service Level		
		Core	Basic	Enhanced
Administrative Specialist	0.65	0.25	0.20	0.20
Personnel Costs by Service Level:				
	Core	Basic	Enhanced	Total
FTE	0.25	0.20	0.20	0.65
Salary & Benefits	\$15,750.00	\$12,600.00	\$12,600.00	\$40,950.00
Other Line Item Costs Associated with this Program:				
Line Item	Core Expenditures	Basic Expenditures	Enhanced Expenditures	Total
Office & Operating Supplies		\$250.00		\$250.00
Advertising			\$2,500.00	\$2,500.00
Printing & Postage		\$500.00	\$1,750.00	\$2,250.00
Telecommunications		\$2,950.00		\$2,950.00
Media Relations/Marketing			\$5,500.00	\$5,500.00
Equipment Maintenance		\$1,500.00	\$500.00	\$2,000.00
Equipment Replacement		\$1,500.00		\$1,500.00
Facility Maintenance	\$5,000.00		\$1,075.00	\$1,075.00
Utilities	\$25,000.00		\$9,000.00	\$34,000.00
Subscriptions	\$500.00	\$884.00	\$475.00	\$1,859.00
				\$53,884.00

4. SCORE PROGRAMS

Once programs have been identified, categorized, and costed, a committee made up of city employees scores them, guided by the following:

- **ENHANCED** services are scored on a 1-7 scale, based on how well they advance:
 - City Council Priorities,
 - The Comprehensive Plan 20-Year Vision Statement, and
 - The Service Vision and Values.
- **BASIC** services automatically receive a 7 rating.
- **CORE** services are not subject to scoring because they are essential to public order and life safety.

Enhanced programs are then ranked into quartiles based on their scores and the City Manager finalizes the results.

5. BUDGET RECOMMENDATIONS

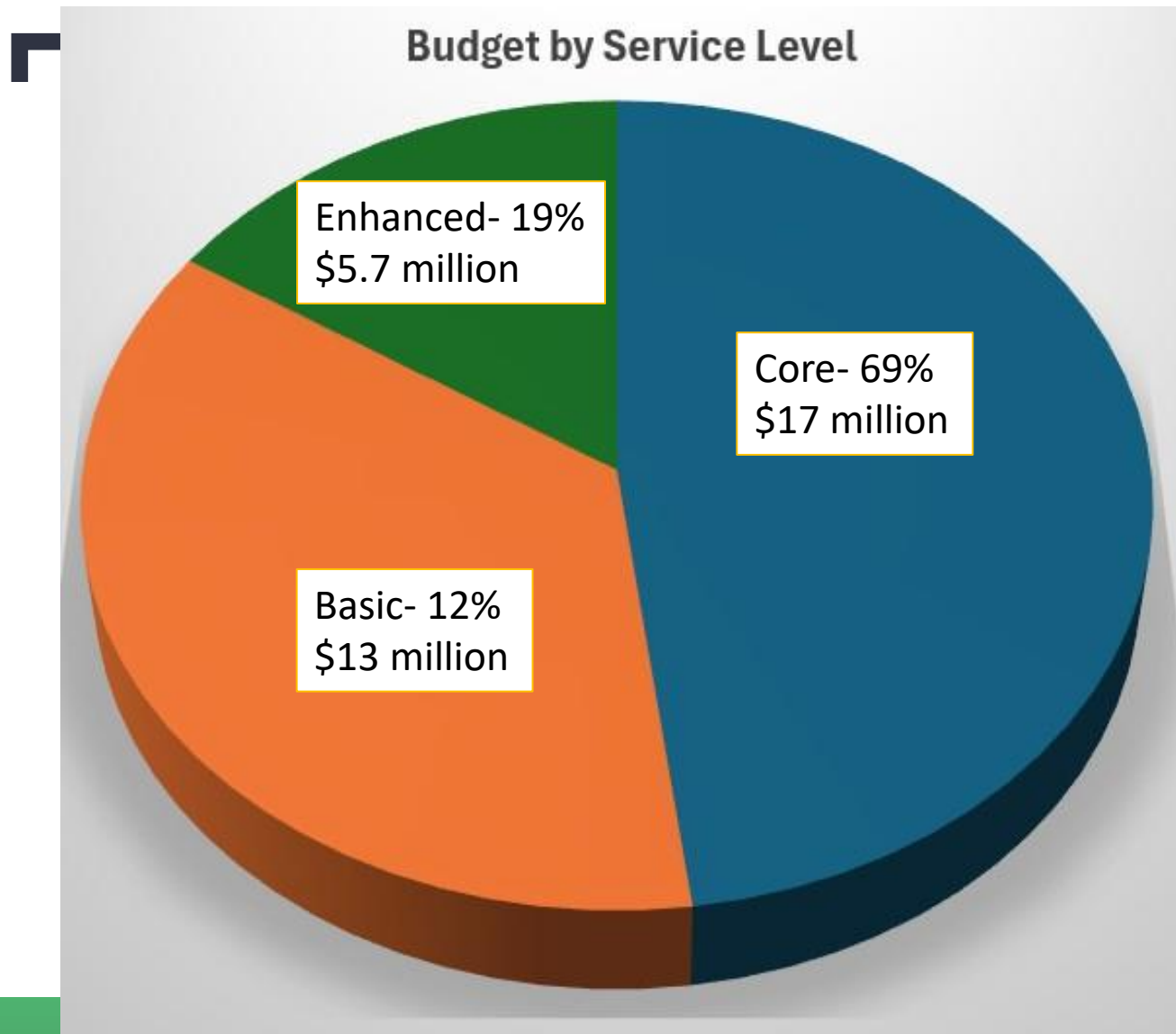
The City Manager and Finance Director work together to recommend which programs to include in the preliminary budget proposal and at what service levels.

If there are not sufficient resources to fund all programs, the City Council and staff evaluate whether lower scoring programs can be reduced, eliminated, made more efficient, provided by another entity, or supported through a new revenue source.

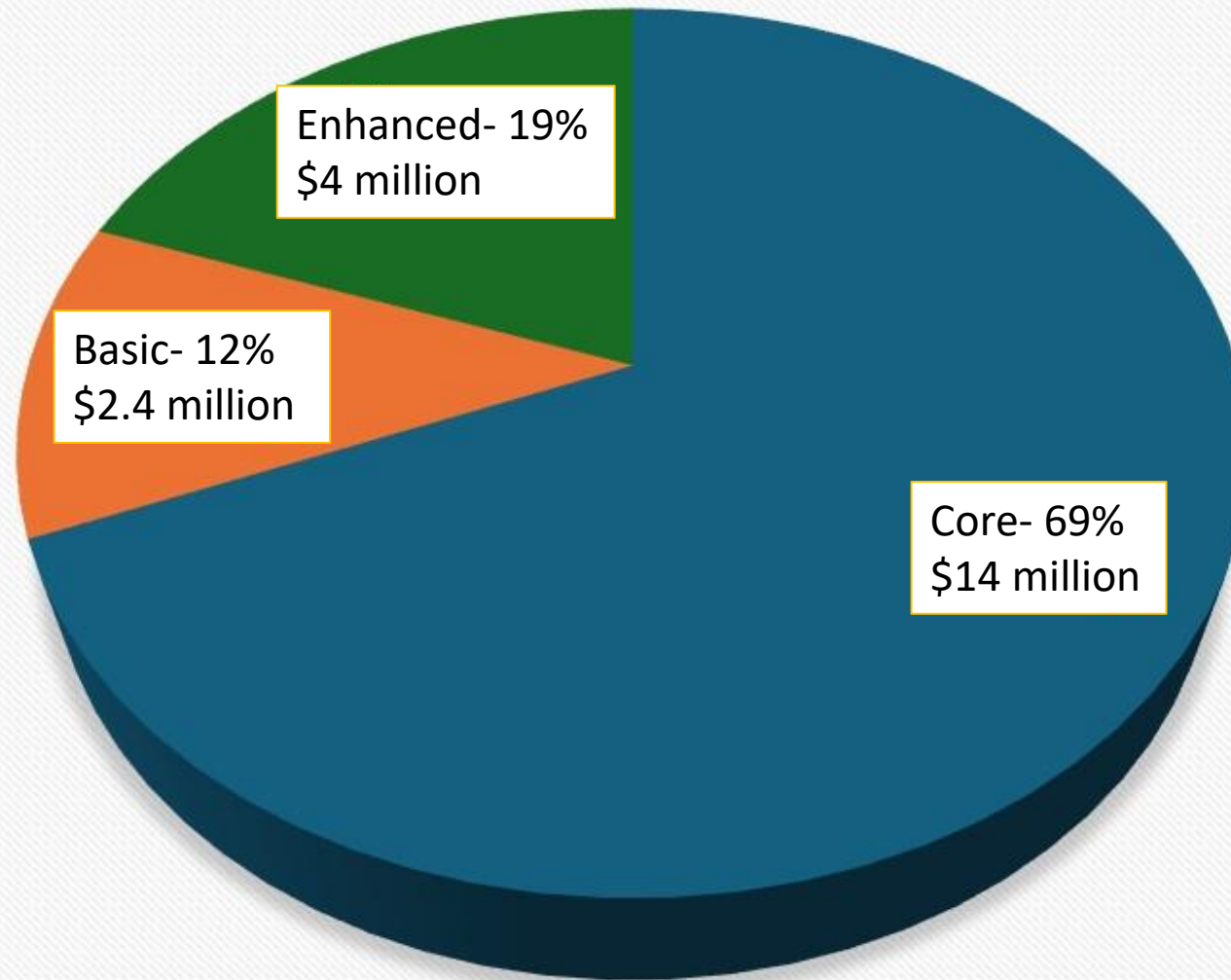
6. BUILD AND PRESENT THE BUDGET

All the decisions made in Step 6 are written out into the budget document.

The City Manager presents the proposed budget to City Council and the Community via the process set forth in State law.



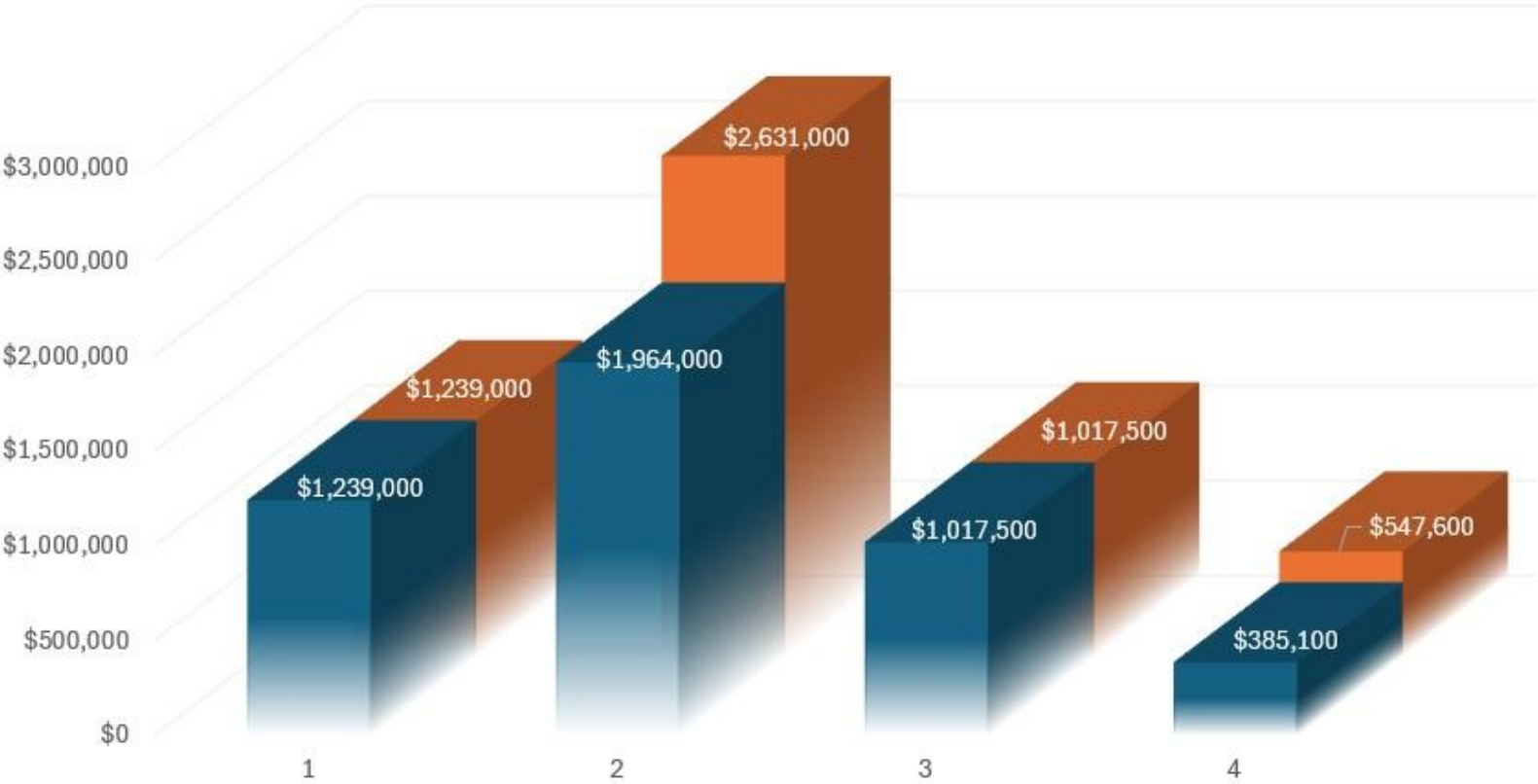
Budget by Service Level (Minus Surface Water & Capital Expenditures)



ENHANCED PROGRAM COSTS BY QUARTILE RANKING

Ongoing
&
Proposed

Ongoing
Only



QUESTIONS?

We will now answer
any questions you
have.



Service Level Budgeting Description and Instructions

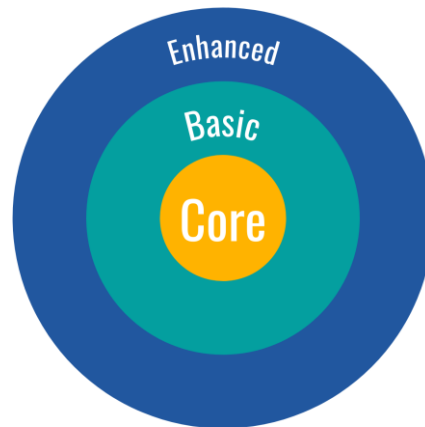
Service Level Budgeting (SLB) is a method to approach and build a city budget through the lenses of service levels and priorities, beginning with classifying programs as “core,” “basic,” or “enhanced.” SLB recognizes that programs and services are not all created equal and that some programs are more essential for public safety and order, while other programs are more discretionary.

SLB is similar to Priority Based Budgeting in that programs are identified, costed, and scored according to how well they advance goals and priorities. However, before going to the work of scoring programs, SLB separates the nondiscretionary programs in the budget from those that are discretionary. Only the discretionary programs are scored.

While other budgeting methods score or evaluate programs as if they were all discretionary (e.g. Priority Based Budgeting) or try to build the budget from the bottom up as if any service could be eliminated every year (e.g. Zero Based budgeting), SLB recognizes that there are some essential and basic programs and services that are not going to go away and that there are discretionary services that are more subject to budget limitations or that lend themselves to separate, dedicated funding sources.

SLB does not attempt to answer the question, “what services are important and which ones are not important?” If our services were not important, we would not be providing them. Instead, SLB distinguishes between what Kenmore inherently or mandatorily should provide as a city and what services and programs are more discretionary for a city to provide. A service that may be discretionary for a city may be a core mission of another organization. At the same time, SLB does not dismiss the need for continuous improvement, improved efficiency, and evaluation on how services are delivered and by whom. In addition, within each program or service, varying levels of service can be evaluated regardless of how essential or discretionary the program.

In creating a SLB budget, services and programs are placed into three service level categories: Core, Basic, and Enhanced:



Core, basic, and enhanced service levels are described as follows:

Core

Core level services include those services and programs that are essential to public order and to maintain life safety. Examples include road maintenance, police patrol, criminal investigations, jail, court, emergency management. Core level services also include services that are mandated by state or federal law and where those services are the sole responsibility of the city. Examples include land use and building permit processing, planning under the Growth Management Act, and complying with state and federal stormwater permit requirements.

Some administrative functions also fall under core service levels. Examples include City Council governance, record keeping, financial accounting, and some personnel functions.

Note that a core service may be provided at level that is above what is necessary for public order and life safety; or above what is mandated by federal or state law. For example, police patrol staffing may exceed the minimum level necessary to maintain safe response times and police presence. The portion of core services that exceeds the minimum level shall be categorized as basic or enhanced.

Basic

Basic level services are not necessarily required for public order, nor are they mandated by state or federal law, but they are considered elemental or inherent to what cities do, and it would be difficult to do without these services. Basic services are the sole responsibility of the city and do not fall under the responsibility of any other public or private entity. Examples of basic city services include public park maintenance, streetscape maintenance, capital project management, and traffic enforcement.

On the administrative side, examples of basic services and programs include employee training and development, employee benefits, website management, and information technology services.

Similar to core services, portions of a basic service may be provided at level that is higher than what is considered to be basic and inherent to what cities do. For example, parks landscaping that provides golf course-quality lawn maintenance and manicured topiary bushes would be above the basic level. The portion of basic services that exceeds what cities inherently provide or is above industry standard shall be categorized as enhanced.

Enhanced

Enhanced services are for added quality of life, are more discretionary, and are not assumed to be an inherent city function. Enhanced services and programs may augment what other public, nonprofit, and private sector entities already provide.

Examples of enhanced programs and services include affordable housing, human services funding, recreation programs, city events, economic development programs, the Regional Crisis Response co-responder program, state and federal lobbying, and some communications services such as social media management.

Affected Budgets

Service Level Budgeting will only apply to three of the City's funds: General Fund, Street Fund, and Surface Water Management Fund. All departments that are funded by one or more of these three funds will be part of the SLB process. Capital project funds and other funds will not be included in the SLB process.

The Surface Water Management Fund is a fee-supported, self-sustaining utility fund; therefore, its services and programs will not be grouped and compared with General Fund and Street Fund programs.

Because the General Fund and Street Fund are interconnected (the General Fund subsidizes the Street Fund), programs from these two funds will be considered and scored as if they are all part of the same fund.

Steps to Building a Service Level Based Budget

Step 1: Identify the Main Programs for Each Department

The first step in building a budget based on service levels is to identify the services and programs the city provides. When identifying programs or services, the key is to find the

right balance between being too broad and too granular. A program that would be too broad would be “police services.” On the other hand, something too specific would be “DUI enforcement.”

Rather than focusing on tasks, identify programs in terms of key services with outputs under departments. For example, street signs, street lights, traffic signals, road striping, and pavement repair would all fall under the “street maintenance” program.

Administrative functions within a department that support the department’s key programs should not be identified as programs. For example, processing service requests is in support other programs (parks, streets, code enforcement, etc.) and not a program in and of itself.

Another example of an administrative function is web page maintenance. The work done within a department on its web pages is not a program but is rather in support of the department’s main programs.

Some programs are not confined to one department. A department’s list of programs should not include cross-departmental programs unless:

- 1) the department plays the lead role for that program (example: Development Services should list Emergency Management as a program), or
- 2) one or more employees in the department spend at least 20% of their time on that program.

Step 2: Assign Staff Time to Programs

Once the department’s key programs are identified, the next step is to assign staff time to programs in increments of 0.20 FTE or greater. As a result of the 0.20 FTE minimum increment, some programs may not have staff assigned to them, but these programs will have other costs assigned to them such as professional or intergovernmental services (see step 4). Also due to the minimum 0.20 FTE increment rule, do not assign staff to training in a department’s budget.

Completion of Steps 1 and 2 will result in the creation of a Staffing Allocation by Program table for each department, using the *Staffing Allocation by Program* worksheet. A template of this worksheet is shown as follows:

Department X Staffing Allocation by Program

Program	Position A	Position B	Position C	Position D	Position E	Total
Program 1	0.40	0.20	0.50			1.10
Program 2		0.20		0.25		0.45
Program 3	0.20	0.20		0.25	1.00	1.65
Program 4	0.20	0.20		0.50		0.90
Program 5	0.20	0.20	0.50			0.90
Training (including training-related travel)	-	-	-	-	-	-
Total	1.00	1.00	1.00	1.00	1.00	5.00

Step 3: Categorize Programs: Core, Basic, and Enhanced

Now categorize the department's programs into the three levels of service: core, basic, and enhanced. Complete the *SLB Categorization Worksheet* for each program.

If a service or program is identified as core, determine whether it is being provided at the minimum level to comply with state and federal law and/or the minimum level needed to maintain public order and safety. If portions of a core service are being provided above the minimum level, identify which portions of the program are basic or enhanced.

Similarly, if portions of a basic service are being provided at a level that is above what cities inherently do or above industry standard, identify that portion above the basic level as enhanced. The *SLB Categorization Worksheet* will guide this process.

Step 4: Assign Costs to the Programs

Using the *SLB Costing Worksheet*, assign costs to each program using the current year's estimated expenditures. The Finance Department will assign staff costs based on the staff allocation table that was created in Step 3.

The costs of supervisors and department heads need to be assigned to the programs within their departments. Overhead costs such as finance and human resources will be accounted for as separate programs in the administrative departments.

Step 5: Score the programs

After programs and services are identified, categorized, and costed, score and prioritize them using the following guidance:

- Core services provided at a minimum necessary level are off limits and not subject to scoring
- Basic services automatically receive a high priority rating

- Enhanced services are scored on a 1-7 scale, based on how well they advance City Council priorities, the comprehensive plan 20-year vision statement, and the service vision and values.

A committee of employees will score the services and programs. The leadership team will review the scoring and may rank order the programs based on their scoring. The city manager will finalize the results.

Step 6: Make budget decisions

Based on steps 1-3, work with the city manager and finance director to decide what programs and services will be included in the budget and at what level. If there are not enough resources in the budget to fund all programs, evaluate whether lower scoring programs can be:

- reduced or eliminated,
- made more efficient through Lean or other methods,
- provided by another entity, or
- supported with a new revenue source

Any proposed new or increases in programs and services will need to go through all six steps.

Step 7: Build the budget and present it to the City Council and the Community.

Incorporate the budget decisions into the written budget document. Present the proposed budget to the City Council and the Community via the process required and outlined in state law.

SLB Timeline

By May 27

- Each department to identify the list of programs and submit it to the city manager

By June 7

- Each department to complete the Department Staffing Allocation Worksheet and submit it to the city manager

By June 17

- Each department to complete the SLB Program Categorization Worksheet for each program and submit them to the city manager
- New program and/or new resources requests due

By July 11

- SLB Scoring Committee is Formed

By July 22

- Each department to complete the SLB Program Costing Worksheet for each program and submit them to the finance department

By July 22

- SLB Scoring Committee Completes Scoring of All Enhanced Programs

By August 1

- Finance department reviews and finalizes costing worksheets for all programs

By August 2

- The Leadership Team reviews the program scoring completed by the Scoring Committee

By August 9

- A list of all programs, including their assigned department, categorization, cost, and score is provided to the city manager



City of Kenmore, Washington

Memorandum

Date: October 9, 2024

To: City Council

From: Garrett Oppenheim, Assistant to the City Manager

Regarding: Service Level Budgeting

Purpose: City staff used the Service Level Budgeting method to prepare the proposed 2025-26 biennial budget for City Council to consider over the next several weeks.

Background: City staff used the Service Level Budgeting (SLB) method for the first time during the development of the budget for the current biennium. This year marks the second time we have used this bespoke tool.

The six steps of the SLB method are:

1. Identify Main Programs
2. Categorize Programs as Core, Basic, and Enhanced
3. Assign Costs (Including Staff Time) and Dedicated Revenues to Programs
4. Score the Programs
5. Make Budget Recommendations
6. Build the Budget and Present It to City Council and the Community

During the Summer of 2024, staff began implementing the first step in the process, program identification. For the most part, programs identified in 2022 for the current biennium carried over because programming has not changed very much in two years.

The second step, categorizing programs as Core, Basic, and Enhanced, requires an examination by the departments responsible for each program to determine how best to classify them. Once programs have been identified and categorized, Step 3 adds in the costs for each program, including staff time and broken out by those associated with Core aspects, or if appropriate, Basic or Enhanced aspects of the program.

The full lists of Core and Basic programs with all of their associated costs can be seen in the following tables.

CORE PROGRAMS				
Department	Program	Core Annual Program Cost	Core Non-Staff Cost	Core Staff Cost
City Council	City Council	\$235,218	\$130,287	\$104,931
Finance & Administration	City Clerk	\$506,859	\$200,664	\$306,195
City Manager's Office	Communications, Community Engagement, and Marketing	\$123,256	\$29,000	\$94,256
City Manager's Office	Public Records Requests	\$88,960	\$37,072	\$51,888
City Manager's Office	Leadership of the Organization, Organizational Health, and General Administration	\$345,487	\$26,084	\$319,403
Community Development	Comp Plan & Land Use	\$439,901	\$166,791	\$273,110
Community Development	Emergency Management	\$113,891	\$53,474	\$60,417
Development Services	Permitting & Inspections	\$1,663,441	\$339,900	\$1,323,541
Development Services	Code Enforcement	\$113,863	\$26,600	\$87,263
Finance & Administration	Financial Services	\$746,217	\$127,465	\$618,752
Finance & Administration	IT	\$244,790	\$164,800	\$79,990
Finance & Administration	Risk Management	\$795,456	\$795,456	\$0
Justice Services	Public Defense	\$91,500	\$91,500	\$0
Justice Services	Court	\$75,000	\$75,000	\$0
Justice Services	Jail	\$222,500	\$222,500	\$0
Justice Services	Prosecutor	\$150,000	\$150,000	\$0
Legal	Legal Services	\$300,000	\$300,000	\$0
Police Department	Patrol	\$4,857,054	\$4,857,054	\$0
Public Works- Engineering	ROW Use Management	\$201,820	\$6,300	\$195,520
Public Works- Engineering	Traffic Safety & Operations	\$269,710	\$105,060	\$164,650
Public Works- Engineering	Transportation Planning & Engineering	\$203,122	\$105,560	\$97,562
Public Works- Environmental Services	Surface Water Management	\$3,224,714	\$2,013,336	\$1,211,378
Public Works- Operations	Facilities & Fleet	\$849,543	\$558,700	\$290,843
Public Works- Operations	Streets Maintenance	\$1,416,545	\$1,008,250	\$408,295
TOTAL		\$17,278,847	\$11,590,853	\$5,687,994

BASIC PROGRAMS				
Department	Program	Basic Annual Program Cost	Basic Non-Staff Cost	Basic Staff Cost
City Manager's Office	Communications, Community Engagement, and Marketing (Target Zero, social media, staff time spent on those)	\$157,926	\$8,905	\$149,021
City Manager's Office	Diversity, Equity, Inclusion, and Accountability	\$48,704	\$3,750	\$44,954
City Manager's Office	Front Desk Reception	\$87,555	\$7,950	\$79,605
City Manager's Office	Leadership of the Organization, Organizational Health, and General Administration	\$79,643	\$20,842	\$58,801
City Manager's Office	Regional Partnerships and Cooperation (Community Court, other court services, EHM)	\$511,911	\$426,000	\$85,911
Community Development	Parks CIP	\$57,830	\$8,496	\$49,334
Community Development	Special Initiatives	\$7,600	\$7,600	\$0
Development Services	Code Enforcement	\$72,181	\$0	\$72,181
Development Services	Code Development	\$43,093	\$0	\$43,093
Human Resources	Human Resources	\$89,800	\$89,800	\$0
Police Department	Training (Above and Beyond KCSO Requirements)	\$6,150	\$6,150	\$0
Police Department	Crime Prevention	\$6,600	\$6,600	\$0
Public Works- Engineering	ROW Use Management	\$116,089	\$11,310	\$104,779
Public Works- Engineering	Traffic Safety & Operations	\$279,738	\$98,433	\$181,305
Public Works- Engineering	Transportation Planning & Engineering	\$5,914	\$5,914	\$0
Public Works- Engineering	Capital Projects Management	\$10,644,135	\$9,795,030	\$849,105
Public Works- Operations	Parks (General Maintenance)	\$851,093	\$464,875	\$386,218
TOTAL		\$13,065,962	\$10,961,655	\$2,104,307

Scoring programs is the fourth step. Core programs are not subject to scoring because they are all either mandated by state or federal law or essential to public order and life safety. Basic programs all receive the maximum possible score and are thus not considered by the scoring committee either.

That leaves the enhanced programs for the scoring committee to evaluate. A committee composed of one staff member from each department convenes to rate the enhanced programs based on how well they advance the City Council's priorities, the Comprehensive Plan 20-Year Vision Statement, and the Customer Handbook's Service Vision and Values.

Department	Program	Enhanced Annual Program Cost	Enhanced Non-Staff Cost	Enhanced Staff Cost
City Manager's Office	Communications, Community Engagement, and Marketing (Quarterly newsletter, Engagement HQ, media relations,	\$84,204	\$82,594	\$1,610
City Manager's Office	Diversity, Equity, Inclusion, and Accessibility (Events)	\$7,100	\$7,100	\$0
City Manager's Office	Economic Development and Tourism (Consultant, restaurant study, business registration, directory, etc)	\$534,950	\$332,400	\$202,550
City Manager's Office	Housing and Human Services	\$477,408	\$282,800	\$194,608
City Manager's Office	Leadership of the Organization, Organizational Health, and General Administration	\$140,400	\$140,400	\$0
City Manager's Office	Public Safety Programs, such as RCR, Community Court,	\$450,834	\$392,033	\$58,801
City Manager's Office	Research and Development	\$117,602	\$0	\$117,602
Community Development	Comp Plan Elements Not Required by State Law	\$43,470	\$0	\$43,470
Community Development	Lakepointe Development: Shoreline Restoration, Park, and Urban Village	\$667,500	\$325,000	\$342,500
Legal	Legal Services in Support of Enhanced Programming	\$90,000	\$90,000	\$0
Police Department	Crime Prevention	\$5,000	\$5,000	\$0
Public Works- Engineering	ROW Use Management- creating maps and addressing code compliance of non-safety related issues	\$15,072	\$210	\$14,862
Public Works- Engineering	Traffic Safety and Operations- on-street parking management	\$68,148	\$29,525	\$38,623
Public Works- Engineering	Transportation Planning and Engineering- regional committee participation and alternative transportation policy development activities	\$1,515	\$1,515	\$0
Public Works- Environmental Services	Surface Water Special Programs	\$1,709,095	\$1,493,900	\$215,195
Public Works- Environmental Services	Climate Action Plan	\$508,188	\$339,150	\$169,038
Public Works- Operations	Parks Maintenance (PT and Seasonal Maintenance Workers)	\$55,645	\$0	\$55,645
Public Works- Operations	Park Buildings, such as Rhodie Boathouse, Kayak Concession Building, Xaxadis Boating Facilities, etc	\$175,832	\$90,000	\$85,832
Public Works- Operations	Streets- Supplemental Snow Removal, Holiday Lighting, Event Support, and Farmers Market Street Closure	\$72,000	\$72,000	\$0
Public Works- Operations	Events, Volunteers, and Recreation	\$478,308	\$203,500	\$274,808
TOTAL		\$5,702,271	\$3,887,127	\$1,815,144

Broken out into quartiles, the scoring for the enhanced programs can be seen in the following tables where Quartile 1 programs received the highest scores and Quartile 4 programs received the lowest. The programs shaded blue are newly proposed, whereas all others are ongoing from the last biennium.

ENHANCED PROGRAMS- QUARTILE 1			Scoring Scale of 1 to 7; 1 = low, 7 = high			Average Weighted Score
Department		Program	Comp Plan Vision Statement	Council Priorities	Service Vision & Values	
City Manager's Office	Leadership of the Organization, Organizational Health, and General Administration	Lobbying - State & Federal	7	7	4	6.4
Community Development	Comp Plan & Land Use Regs	Comp Plan Elements Not Required By State Law	7	6	6	6.4
Legal Services	Legal Services	Legal Services in Support of Enhanced Programs (tenant protections/affordable housing, Lakepointe, etc.)	6	7	6	6.4
City Manager's Office	Housing & Human Services	Affordable Housing (ARCH; Active role in on-the ground projects)	7	7	5	6.6
City Manager's Office	Housing & Human Services	Human Services	7	7	6	6.8
Environmental Services	Surface Water Management	Stream Monitoring & Assessment (above what's required by state law)	7	7	7	7
Environmental Services	Climate Action Program	Climate Action Plan Implementation	7	7	7	7

ENHANCED PROGRAMS- QUARTILE 2			Scoring Scale of 1 to 7; 1 = low, 7 = high			Average Weighted Score
Department		Program	Comp Plan Vision Statement	Council Priorities	Service Vision & Values	
Community Development	Special Initiatives	Lakepointe Development: Shoreline Restoration, Park, and Urban Village	6	4	5	5
PW Operations	Events, Volunteers, & Recreation	City Events (concerts, movies, fireworks, etc.)	5	5	6	5.2
Environmental Services	Climate Action Program	Residential Recycling Program Event	7	4	4	5.2
PW Engineering	Traffic Safety & Operations	Traffic Safety: Photo Enforcement & responses to citizens, coordinate w/police dept. and prosecutor's office as needed.	5	6	5	5.4
Development Services	Code Development	Code Development - At higher level than most cities, e.g. tree regulations	6	6	4	5.6
City Manager's Office	Regional Partnerships and Cooperation (includes Public Safety & Judicial Branch Support)	Regional Partnerships & Cooperation - included 24/7 Crisis Center, AWC, PSRC, Sound Cities, Sound Transit, KC, Ecitygov, etc.	5	6	7	5.8
Environmental Services	Surface Water Management	Some components of Capital Projects, Small Works, O & M (Aquatic Weed Control)	6	6	5	5.8
Environmental Services	Surface Water Management	Rapid Progress+ Culvert Replacement Program	5	7	5	5.8
Community Development	Special Initiatives	Special Initiatives (Downtown Plan; Affordable Housing Regs; Tenant Protections)	6.5	5.5	5.5	5.9

ENHANCED PROGRAMS- QUARTILE 3			Scoring Scale of 1 to 7; 1 = low, 7 = high			Average Weighted Score
Department		Program	Comp Plan Vision Statement	Council Priorities	Service Vision & Values	
PW Operations	Streets	Streetscapes (irrigated landscape maintenance; street tree lighting; art maint.)	4	3.5	4	3.8
PW Operations	Events, Volunteers, & Recreation	Recreation Programs	3	4	5	3.8
PW Operations	Events, Volunteers, & Recreation	Special (non-City) Event Support at Parks & Facilities	3	4	5	3.8
PW Operations	Facilities & Fleet	Hangar & Town Square: All Operations	3.5	4.5	4.5	4.1
Development Services	Code Enforcement	Code Enforcement (Garbage Housing Vouchers; KC Housing Repair Program)	4.5	3.5	5.5	4.3
City Manager's Office	Regional Partnerships and Cooperation (includes Public Safety & Judicial Branch Support)	Public Safety Enhanced (Community Court, RCR, Electronic Home Monitoring)	3.7	4.7	5.0	4.4
PW Engineering	Transportation Planning & Engineering	Transportation Planning (ADA/Sidewalk Mapping, Regional Mtgs; Alt Modes)	4.3	4.7	4.3	4.5
City Manager's Office	Economic Development and Tourism	Economic Development / Tourism, KBA Directory	5	4	5	4.6
City Manager's Office	Research & Development Projects	Citywide Research and Policy Analysis	5	4	5	4.6
PW Operations	Events, Volunteers, & Recreation	Volunteer Program	5	4	5	4.6

ENHANCED PROGRAMS- QUARTILE 4			Scoring Scale of 1 to 7; 1 = low, 7 = high			
Department		Program	Comp Plan Vision Statement	Council Priorities	Service Vision & Values	Average Weighted Score
Community Development	Special Initiatives	Arts of Kenmore: City Hall Art Gallery Financial Support	2	1	3	1.8
City Manager's Office	Communications, Community Engagement, and Marketing	Communications Consulting and Services, Branding, Graphic Design, Prof. Photography, Videography for large or complicated projects	2	3	3	2.6
City Manager's Office	Communications, Community Engagement, and Marketing	Communications & Community Engagement - Quarterly Printed Newsletter	2	3	4	2.8
PW Engineering	Capital Projects Management	CIP: Public Art Management	4	2	3	3
PW Engineering	Cross-Program	CIP: Full Service Inspection Services	4	3	2	3.2
City Manager's Office	Economic Development and Tourism	Financial Contribution Kenmore Heritage Society	4	2	4	3.2
PW Operations	Parks	Enhanced Park Maintenance (special turf fertilization; extra mulching, etc.)	4	3	3	3.4
PW Engineering	Cross-Program	GIS & Mapping - bike lanes, sidewalks, ADA upgrades, crosswalks, St. parking, signals, asset management	4	3	4	3.6
PW Operations	Facilities & Fleet	City Hall Rentals	4	3	4	3.6
PW Operations	Facilities & Fleet	Enhanced Park Features (Log Boom Pier & Temp Float, Kayak Concession Building; Rhodie Boathouse; Memorial Bench Program; *adis Park boating facilities)	4	3	4.2	3.6

In Step 5, the City Manager and Finance Director collaborate to determine which programs to include in the preliminary budget and to make cuts if there are not sufficient resources to fund all programs. The sixth step is to take the recommendations from Step 5 and build a budget document and present it to City Council and the Community, as began with the October 1 City Council meeting when the City Manager read the budget message and will continue until the City Council adopts a final budget for the biennium.