



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

City of Kenmore
City Council Special and Regular Meeting Agenda
6:30 p.m., Monday, October 22, 2018
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. 6:30 p.m. CALL SPECIAL MEETING TO ORDER

II. RECESS TO EXECUTIVE SESSION

- A. Discussion of Property Acquisition per RCW 42.30.110 (1) (b)
(Confidential session of the Council - not open to the public)

III. 7:00 p.m. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. CALL REGULAR MEETING TO ORDER

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

VIII. CITIZEN COMMENTS

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

IX. CONSENT AGENDA

- A. The Following Checks and Electronic Payments are Approved for Payment:
Total Check #s 40881 through 40988 in the amount of \$1,164,963.60.
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account
Electronic Deposits Dated: 9/28/18 in the amount of \$129,585.11.
[Checks](#)
- B. Authorize the City Manager to Execute Amendment #1 to Contract 00-C68

Memorandum for the Swamp Creek Basin Projects

[Agenda Item](#)

- C. City Council Meeting Minutes of September 11, 2018
[Minutes](#)
- D. Lease Agreement for Seaplane Restaurant Patio Area on the Town Square
[Agenda Item](#)

X. BUSINESS AGENDA

- A. DRAFT Lakepointe Parameter Agreement - Bryan Hampson, Development Services Director
 - Staff Presentation
 - Opportunity for Public Comment
 - Council Discussion & Direction[Agenda Item](#)
- B. Presentation of 2019-2020 Proposed Biennial Budgets for the Following Departments and Funds: City Clerk, Finance and Administration, Legal, Non-Department, Public Safety, Public Works Engineering, Community Development, Development Services, Impact Fee Funds, Transportation Benefit District and Real Estate Excise Tax Funds - Finance and Administration Director Joanne Gregory; Community Development Director Debbie Bent; City Engineer John Vicente; Police Chief Pete Horvath and Development Services Director Bryan Hampson
[Agenda Item](#)
[Presentation](#)

XI. STAFF REPORT

XII. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XIII. ADJOURNMENT

- A. Upcoming Meetings:
 - Tuesday, October 23, 2018 - 6:00 p.m. Special Executive Session
 - Monday, October 29, 2018 - Special Council Meeting (Joint Dinner with Cities of Shoreline and LFP from 5:30 to 6:45 p.m. then meeting at Kenmore City Hall at 7:30 p.m.)



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

10/06/2018 - 10/19/2018

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

Total Check #s 40881 through 40988: \$1,164,963.60

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 09/28/2018: \$ 129,585.11

RT Koj 10-19-18
City Manager / Date

Joannity Gugay 10/19/18
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
ICMA RETIREMENT TRUST 457 - 304745	40881	10/12/2018	ICMA 457 Deferred Comp	2,717.30
ICMA RETIREMENT TRUST 457 - 304745	40881	10/12/2018	ICMA 457 Deferred Comp	692.08
NATIONWIDE FINANCIAL 401a	40882	10/12/2018	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	40882	10/12/2018	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	40882	10/12/2018	City of Kenmore 401a	10,186.49
NATIONWIDE FINANCIAL 401a	40882	10/12/2018	City of Kenmore 401a	1,362.52
NATIONWIDE FINANCIAL 401a	40882	10/12/2018	City of Kenmore 401a	1,057.62
NATIONWIDE RETIREMENT SOLUTIONS 457	40883	10/12/2018	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	40883	10/12/2018	Nationwide 457 Deferred Comp	75.00
STATE OF FLORIDA DISBURSEMENT UNIT	40884	10/12/2018	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	40885	10/12/2018	Employee Charitable Contribution	74.61
DEPARTMENT OF LABOR AND INDUSTRIES	40886	10/12/2018	3rd Qtr Volunteer Hours	21.20
SARAH ROBERTS	40887	10/15/2018	September Prosecution Services	11,161.17
A+ CONFERENCING	40888	10/19/2018	9/27 Shelter Ordinance Conference Call	7.40
A+ CONFERENCING	40888	10/19/2018	10/11 Navigation Channel Conference Call	11.61
ANCHOR QEA, LLC	40889	10/19/2018	August Environmental Tech Support Svcs	607.50
ANDERSON, LAURI	40890	10/19/2018	Meals/Transportation APA Conference Spokane	129.76
ANDERSON, LAURI	40890	10/19/2018	Meals/Transportation APA Conference Spokane	24.00
AURORA RENTS	40891	10/19/2018	Aerator for Town Square Lawn	75.97
BANNER BANK BAKER	40892	10/19/2018	Bus. Meeting Parking & Meals	108.39
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	8.99
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	40.24
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	249.00
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	295.00
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	86.00
BANNER BANK DB	40893	10/19/2018	Action Registration/WA Recreation/Alaska Air	137.39

BANNER BANK	JG	40894	10/19/2018	Craigslist/Shutterstock/IPMA-HR	78.00
BANNER BANK	JG	40894	10/19/2018	Craigslist/Shutterstock/IPMA-HR	149.00
BANNER BANK	JG	40894	10/19/2018	Craigslist/Shutterstock/IPMA-HR	67.50
BANNER BANK	JG	40894	10/19/2018	Craigslist/Shutterstock/IPMA-HR	67.50
BANNER BANK	JG	40894	10/19/2018	Craigslist/Shutterstock/IPMA-HR	135.00
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	4.24
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	617.63
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	8.00
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	84.70
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	1,800.00
BANNER BANK	JGORDON	40895	10/19/2018	Peoples Storage/JRW/G2 Revolution/Amazon	30.23
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	(39.00)
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	108.90
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	79.00
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	3.00
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	109.61
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	375.00
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	317.49
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	85.78
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	24.19
BANNER BANK	KENMORE	40896	10/19/2018	Icicle Village/ACT APWA/Amazon/Paypal	1,009.64
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	6.40
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	429.53
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	4.80
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	33.59
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	14.40
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	26.84
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	6.40
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	22.39
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	12.80
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	27.19
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	300.15
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	149.59
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	9.60
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	8.00
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	100.05
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	36.74
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	12.80
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	9.59
BANNER BANK	KENMORE	40897	10/19/2018	Cambells Lodge/Costco/PNW-ISA/Acapulco Fresh	26.38
BANNER BANK	KENMORE	40,898.00	10/19/2018	Void	-
BANNER BANK	NO	40899	10/19/2018	NW Trophy/Safeway/GigSalad/Jimmy Johns/Subway	7.00
BANNER BANK	NO	40899	10/19/2018	NW Trophy/Safeway/GigSalad/Jimmy Johns/Subway	686.90
BANNER BANK	NO	40899	10/19/2018	NW Trophy/Safeway/GigSalad/Jimmy Johns/Subway	76.97
BANNER BANK	NO	40899	10/19/2018	NW Trophy/Safeway/GigSalad/Jimmy Johns/Subway	632.60
BANNER BANK	NO	40899	10/19/2018	NW Trophy/Safeway/GigSalad/Jimmy Johns/Subway	155.97
BANNER BANK	SKROGH	40900	10/19/2018	Survey Monkey/VCita/FedEx/Wix.Com	37.00
BANNER BANK	SKROGH	40900	10/19/2018	Survey Monkey/VCita/FedEx/Wix.Com	9.20
BANNER BANK	SKROGH	40900	10/19/2018	Survey Monkey/VCita/FedEx/Wix.Com	69.90
BRIEN, GAYLYNN		40901	10/19/2018	July Sales Tax Data Conversion Svcs	50.00
CADMAN MATERIALS, INC.		40902	10/19/2018	Asphalt for Berm Installation @ 19302 67th	86.35
CALPORTLAND COMPANY		40903	10/19/2018	Drainage Materials for NE 185th Shoulder Repair	308.16
CENTER FOR HUMAN SERVICES		40904	10/19/2018	3rd Qtr Human Svcs - Family Support Centers	3,750.00
CENTER FOR HUMAN SERVICES		40905	10/19/2018	3rd Qtr Human Svcs - Clinical Programs	1,500.00
CITY OF BELLEVUE		40906	10/19/2018	Qtr 3 MyBuildingPermit Surcharge	4,198.25
CITY OF LAKE FOREST PARK		40907	10/19/2018	Sept. Public Works Crew & Equipment	18,387.00
CITY OF LAKE FOREST PARK		40907	10/19/2018	Sept. Public Works Crew & Equipment	19,122.48

CITY OF LAKE FOREST PARK	40907	10/19/2018	Sept. Public Works Crew & Equipment	25.91
CITY OF LAKE FOREST PARK	40907	10/19/2018	Sept. Public Works Crew & Equipment	36,038.52
CITY OF LAKE FOREST PARK	40907	10/19/2018	Sept. Public Works Crew & Equipment	172.70
CLEARWATER LEAK DETECTION, INC.	40908	10/19/2018	Moorlands Park Leak Detection Svcs	825.00
COMCAST BUSINESS	40909	10/19/2018	10/10-11/9/18 Squire's Landing Internet	69.95
COMCAST BUSINESS	40910	10/19/2018	Sept. City Hall Phones	369.81
COMCAST BUSINESS	40911	10/19/2018	Sept. City Hall/Icubator & Hangar Internet	1,101.96
COMCAST BUSINESS	40911	10/19/2018	Sept. City Hall/Icubator & Hangar Internet	545.17
COMCAST BUSINESS	40911	10/19/2018	Sept. City Hall/Icubator & Hangar Internet	563.41
COMCAST BUSINESS	40912	10/19/2018	10/14-11/13 City Hall Cable & Internet	152.11
COMMUNITY ATTRIBUTES INC.	40913	10/19/2018	Economic Development Brochure	1,474.25
DAILY JOURNAL OF COMMERCE	40914	10/19/2018	RFQ for Park Impact Fee Rate Study	165.60
DEPARTMENT OF ECOLOGY	40915	10/19/2018	7/1/18-6/30/19 Stormwater Phase 2 NPDES Permit	16,476.43
DEPARTMENT OF ECOLOGY	40916	10/19/2018	1st Half 2017 Stormwater NPDES Permit	7,073.53
EVER-MARK, LLC	40917	10/19/2018	Utility Box Wrap 73rd & 181st	2,047.32
GEOTERRA, INC.	40918	10/19/2018	18-C1825 2018 Aerial Mapping	1,830.34
HOME DEPOT CREDIT SERVICES	40919	10/19/2018	Public Works Supplies & Equipment	19.78
HOME DEPOT CREDIT SERVICES	40919	10/19/2018	Public Works Supplies & Equipment	32.49
HOME DEPOT CREDIT SERVICES	40919	10/19/2018	Public Works Supplies & Equipment	10.74
HOME DEPOT CREDIT SERVICES	40919	10/19/2018	Public Works Supplies & Equipment	54.95
HONEY BUCKET	40920	10/19/2018	10/06-11/02/18 Squire's Landing	215.05
HORIZON DISTRIBUTORS INC	40921	10/19/2018	Town Square Lawn Maintenance Supplies	144.51
INGLEWOOD SQUARE PARTNERSHIP	40922	10/19/2018	W. Sammamish Bridge Construction Easement	5,700.00
INNOVAC	40923	10/19/2018	10/05 Various Locations Vactor Svcs	1,372.25
INNOVAC	40923	10/19/2018	65th-68th Ave NE Various Storm Drains	1,548.25
INNOVAC	40923	10/19/2018	155th-165th NE Various Storm Drains	3,603.88
INNOVAC	40923	10/19/2018	7108 NE 187th Facility Maintenance	11,655.88
INNOVAC	40923	10/19/2018	8646 & 8468 NE 169th Pl. Facility Maint.	6,894.25
INNOVAC	40923	10/19/2018	7027 NE 153rd Pl. Facility Maint.	1,116.50
INNOVAC	40923	10/19/2018	155th-165th NE Various Storm Drains	2,209.63
INNOVAC	40923	10/19/2018	Arrowhead & 62nd Vactor Svcs	1,321.38
INNOVAC	40923	10/19/2018	10/10/18 Vactor Services	660.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Services - General	3,100.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - Executive	6,407.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Admin & Finance Legal Svcs	23.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - Community Development	299.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - LakePointe	2,167.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - Development Svcs	134.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - Town Green	69.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - David Thompson IV	2,781.32
INSLEE, BEST, DOEZIE & RYDER, P.S.	40924	10/19/2018	Sept. Legal Svcs - Public Works	3,651.00
JOHNSTON GROUP, LLC	40925	10/19/2018	Sept. Government Relations Consulting	2,915.00
JRW ENTERPRISES	40926	10/19/2018	Rhododendron Park Men's Restroom Lock Replaced	1,190.30
JRW ENTERPRISES	40927	10/19/2018	Parts for back entrance door	2,427.81
KBA INC.	40928	10/19/2018	18-C1846 W. Samm. Bridge Review	2,046.88
KENMORE MIDDLE SCHOOL	40929	10/19/2018	3rd Qtr Human Svcs Funding	2,500.00
KING COUNTY FINANCE	40930	10/19/2018	August Overlay Program	285,198.58

KING COUNTY FINANCE	40931	10/19/2018	Adult/Juvenile Detention Sept. Maint. Fees	5,673.30
KING COUNTY FINANCE	40932	10/19/2018	Sept. Disposal Fees	117.08
KING COUNTY FINANCE	40932	10/19/2018	Sept. Disposal Fees	48.50
KING COUNTY FINANCE	40933	10/19/2018	2nd Qtr 2018 Historic Preservation Svcs	316.23
KING COUNTY FINANCE	40934	10/19/2018	August Street/Signs/Signal Maintenance	24,892.84
KING COUNTY FINANCE	40934	10/19/2018	August Street/Signs/Signal Maintenance	3,850.04
KING COUNTY FINANCE	40934	10/19/2018	August Street/Signs/Signal Maintenance	1,514.11
KING COUNTY FINANCE	40935	10/19/2018	Aug. Adult/Juv. Detention Community Work Program	332.50
KING COUNTY FINANCE	40935	10/19/2018	Aug. Adult/Juv. Detention Community Work Program	6,317.50
KING COUNTY RECORDER'S OFFICE	40936	10/19/2018	Temp. Const. Easement/Statutory Warranty Deed	212.00
KING COUNTY SHERIFF	40937	10/19/2018	Sept. Police Services	282,581.33
KONICA MINOLTA BUSINESS SOLUTIONS	40938	10/19/2018	9/3-10/2/18 Incubator Copy Charges	5.16
KONICA MINOLTA BUSINESS SOLUTIONS	40938	10/19/2018	10/03-11/02/18 Incubator Bldg. Copier Lease	212.74
KPFF CONSULTING ENGINEERS	40939	10/19/2018	15-C1484 August On-Call Engineering Svcs	945.03
KPFF CONSULTING ENGINEERS	40939	10/19/2018	15-C1484 August On-Call Engineering Svcs	5,278.99
KPFF CONSULTING ENGINEERS	40939	10/19/2018	15-C1484 August On-Call Engineering Svcs	583.41
KPFF CONSULTING ENGINEERS	40939	10/19/2018	15-C1484 August On-Call Engineering Svcs	14,122.08
KPFF CONSULTING ENGINEERS	40940	10/19/2018	15-C1484 68th Ave NE Ped/Bike Proj. Svcs	58,703.11
LENTZ, FLORENCE K.	40941	10/19/2018	8/31-9/27 St. Edward Landmark Nomination Svcs	750.00
MERIDIAN TERRACE	40942	10/19/2018	Cash Deposit Refund PRJ2006-003/ENG2011-0371	43,066.02
MOTT MACDONALD GROUP, INC.	40943	10/19/2018	17-C1657 Aug. Squire's Landing Prelim. Design	18,962.51
MOTT MACDONALD GROUP, INC.	40944	10/19/2018	17-C1656 Aug Log Boom Waterfrom Prelim Design	1,117.38
MUMMA, RYAN	40945	10/19/2018	Per Diem & Car Rental ICC Conf. Richmond, VA	429.00
MUMMA, RYAN	40945	10/19/2018	Per Diem & Car Rental ICC Conf. Richmond, VA	267.72
MUNIMANAGE, LLC	40946	10/19/2018	17-C1809 Public Works Project Sept. Svcs	6,435.00
MUNIMANAGE, LLC	40947	10/19/2018	17-C1668 Sept. Lakepointe Project Consulting	5,400.00
NORTHSHORE PARK & REC SERVICE AREA	40948	10/19/2018	2018 Interlocal Contribution	2,567.00
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Log Boom Park Irrigation	1,726.40
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 77th/SR522 Irrigation	2,944.30
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Rhododendron Park Restroom	689.33
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Squire's Landing	152.24
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Moorlands Park Restroom	205.38
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 73rd/SR522 Irrigation	2,020.40
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Log Boom Park Restroom	541.96
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Rhododendron Park Irrigation	1,333.40
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Rhododendron Park Irrigation	2,757.20
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Boat Launch Restroom	193.68
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 61st/SR522 Irrigation	2,856.20
NORTHSHORE UTILITY DIST	40949	10/19/2018	7/31-9/30 Moorlands Park Irrigation	9,101.60
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	37.74
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	165.35
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	50.65
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	335.26
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	389.36
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	364.98
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	1,898.02
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	277.60
NORTHSHORE UTILITY DIST	40950	10/19/2018	Sept. Vehicle Fuel & Maintenance	2,625.02
NORTHSHORE YOUTH & FAMILY SERVICES	40951	10/19/2018	3rd Qtr Human Svcs - Family Services	4,000.00

NORTHWEST ARBORICULTURE LLC	40952	10/19/2018	Hazardous Tree Work 145th/Juanita	2,029.43
NORTHWEST ARBORICULTURE LLC	40952	10/19/2018	Cut Down Leaning Willow 179th Pl/80th NE	491.80
NORTHWEST ARBORICULTURE LLC	40952	10/19/2018	161st/Juanita Retention Pond Maint.	9,387.53
OFFICE DEPOT	40953	10/19/2018	Office Supplies	14.99
OFFICE DEPOT	40953	10/19/2018	Office Supplies	11.24
OFFICE DEPOT	40953	10/19/2018	Office Supplies	78.71
OFFICE DEPOT	40953	10/19/2018	Office Supplies	33.73
OFFICE DEPOT	40953	10/19/2018	Office Supplies	14.99
OFFICE DEPOT	40953	10/19/2018	Office Supplies	52.47
OFFICE DEPOT	40953	10/19/2018	Office Supplies	29.98
OFFICE DEPOT	40953	10/19/2018	Office Supplies	63.71
OFFICE DEPOT	40953	10/19/2018	Office Supplies	22.49
OFFICE DEPOT	40953	10/19/2018	Office Supplies	29.98
OFFICE DEPOT	40953	10/19/2018	Office Supplies	22.50
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	1.30
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	0.97
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	6.80
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	2.92
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	1.30
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	4.53
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	2.59
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	5.51
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	1.94
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	2.59
OFFICE DEPOT	40954	10/19/2018	Kitchen Supplies	1.94
OFFICE DEPOT	40955	10/19/2018	Tape Measure	41.24
OFFICE DEPOT	40956	10/19/2018	Flash Drives	38.49
OLBRECHTS & ASSOCIATES, PLLC	40957	10/19/2018	16-C1588 Sept. Hearing Examiner Services	360.50
PACIFIC TOPSOILS	40958	10/19/2018	8/27-9/25 Vegetation & Gravel Disposal	441.00
PACIFIC TOPSOILS	40958	10/19/2018	8/27-9/25 Vegetation & Gravel Disposal	141.90
PERTEET INC.	40959	10/19/2018	Sept. On-Call Prof. Engineering Svcs	406.10
PUGET SOUND ENERGY	40960	10/19/2018	9/1-9/30 City Hall Electricity	2,070.60
PUGET SOUND ENERGY	40960	10/19/2018	8/31-10/1 Street Light Collective	9,240.08
QUALITY BUSINESS SYSTEMS INC.	40961	10/19/2018	7/1-9/30 1st Floor Copier Overage Charges	2,351.12
QUALITY BUSINESS SYSTEMS INC.	40961	10/19/2018	9/2-10/1 2nd Floor Copier Overage Charge	247.97
REPUBLIC SERVICES	40962	10/19/2018	Sept. Hangar Bldg. Solid Waste	512.48
SCORE	40963	10/19/2018	Sept. Inmate Housing	32,400.00
SEATTLE TIMES	40964	10/19/2018	9/27 Ad - Ordinance #18-0468	57.98
SEATTLE TIMES	40964	10/19/2018	9/27 Ad - Public Hrg Mobile Home Park Moratorium	111.50
SEATTLE TIMES	40964	10/19/2018	10/4 Ad - RFQ for Park Impact Rate Study	120.42
SHANNON & WILSON, INC.	40965	10/19/2018	18-C1850 Critical Areas/SMP Updates Prof. Svcs	17,448.14
SKAGIT GARDENS	40966	10/19/2018	Plants for Fall	1,196.91
SOUND PUBLISHING, INC.	40967	10/19/2018	Sept. Bothell/Kenmore Reporter Advertising	850.00
SOUND PUBLISHING, INC.	40967	10/19/2018	Sept. Bothell/Kenmore Reporter Advertising	675.00
STATE AUDITOR'S OFFICE	40968	10/19/2018	Sept. Audit Services	8,361.68
STEWART MACNICHOLS HARMELL, INC.	40969	10/19/2018	Sept. Public Defender Services	5,000.00
STEWART TITLE COMPANY	40970	10/19/2018	Juanita Drive ROW	2,200.00
STEWART TITLE COMPANY	40971	10/19/2018	68th Ave Ped/Bike Project	440.00
STEWART TITLE COMPANY	40972	10/19/2018	Juanita Drive ROW	6,050.00
SUPERION, LLC	40973	10/19/2018	TRAKiT Annual Fees 11/1/18-10/31/19	18,879.58
THORSON BARNETT & MCDONALD, P.C.	40974	10/19/2018	Revised ICMA Agreement	412.50

T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	48.75
T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	8.50
T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	74.25
T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	40.83
T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	40.83
T-MOBILE USA, INC.	40975	10/19/2018	Cell Phones/Internet	59.50
TOTAL LANDSCAPE CORP	40976	10/19/2018	Sept. NS Summit/Squire's/Moorlands Landscaping	4,510.00
TOWN CENTER HARDWARE	40977	10/19/2018	Sept. Public Works Supplies/Materials Purchased	46.17
TOWN CENTER HARDWARE	40977	10/19/2018	Sept. Public Works Supplies/Materials Purchased	37.11
TOWN CENTER HARDWARE	40977	10/19/2018	Sept. Public Works Supplies/Materials Purchased	3.28
U.S. BANK N.A. - CUSTODY	40978	10/19/2018	3rd Qtr Custody Charges	160.00
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	76.05
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	142.15
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	969.20
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	811.02
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	12.01
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	1,127.72
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	150.74
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	1,551.66
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	336.45
US POSTAL SERVICE (HASLER)	40979	10/19/2018	Postage Meter Refill	113.61
VAUGHAN, KENT	40980	10/19/2018	APWA Conference Expense Reimbursement	201.48
VAUGHAN, KENT	40980	10/19/2018	APWA Conference Expense Reimbursement	166.77
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	112.44
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	92.71
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	20.69
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	118.34
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	40.01
VERIZON WIRELESS	40981	10/19/2018	9/27-10/26 Cell Phones/Data	343.70
WA TRUST FOR HISTORIC PRESERVATION	40982	10/19/2018	Annual Membership Renewal	100.00
WELWEST CONSTRUCTION INC.	40983	10/19/2018	17-C1636 7/1-9/30/18 202nd Safe Routes to School	2,148.81
WETLANDS & WOODLANDS INC	40984	10/19/2018	Plants for City Hall & ROW	136.88
WETLANDS & WOODLANDS INC	40984	10/19/2018	Plants for City Hall & ROW	1,182.60
WETLANDS & WOODLANDS INC	40984	10/19/2018	Plants for City Hall & ROW	657.00
WHITE FIR DESIGN	40985	10/19/2018	Void	-
WHITEMAN, TELA	40986	10/19/2018	WSAPT Conference Expense Reimbursement	112.37
WHITEMAN, TELA	40986	10/19/2018	WSAPT Conference Expense Reimbursement	169.71
WILCOX, ROBERTA	40987	10/19/2018	Advance Travel Per Diem for Conference	106.50
WONDERLAND DEVELOPMENT	40988	10/19/2018	3rd Qtr Human Svcs Funding	1,250.00
DRS 457	DFT0000194	10/12/2018	DRS 457 Deferred Comp	755.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000195	10/12/2018	Public Employees Retirement	1,895.14
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000196	10/12/2018	Public Employees Retirement	15,820.18
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000196	10/12/2018	Public Employees Retirement	1,675.86
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000196	10/12/2018	Public Employees Retirement	1,447.91
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000197	10/12/2018	Public Employees Retirement	651.48
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000197	10/12/2018	Public Employees Retirement	377.23
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000198	10/12/2018	Public Employees Retirement	136.23
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000199	10/12/2018	Public Employees Retirement	862.68
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000200	10/12/2018	Public Employees Retirement	1,813.03
NAVIA	DFT0000201	10/12/2018	Employee Flexible Spending Account	153.85
NAVIA	DFT0000201	10/12/2018	Employee Flexible Spending Account	173.50
NAVIA	DFT0000201	10/12/2018	Employee Flexible Spending Account	85.38
NAVIA	DFT0000201	10/12/2018	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	3,026.66

BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	934.00
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	9,515.61
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	346.58
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	916.17
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	269.06
BANK OF AMERICA 941	DFT0000202	10/12/2018	Federal Taxes	614.73
PAYROLL	ACH Transaction	10/12/2018	Direct Deposit	88,018.68
				<u>\$ 1,294,548.71</u>

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2065	AMY'S ARTISTIC EXPRESSIONS	200.00
2066	COUSINEAU, NICK	131.63
2067	CRAWFORD, KRISTIN	121.21
2068	DITCH MAINTENANCE SERVICES	18,743.70
2069	EMERSON, DEVIN	76.99
2070	GREEN SOLUTIONS HEATING & COOLING	255.15
2071	GRETTE ASSOCIATES LLC	2,177.64
2072	GRAPPONE, RAYMOND	1,750.00
2073	HOOPSMILES	237.00
2074	KATO, CATHERINE	142.60
2075	LANDEZA, PATRICK	2,200.00
2076	THE CHEESE PIT	78.00
2077	THEO'S GYROS	216.00
2078	WA RECREATION & PARK ASSOC.	580.00
2079	ZESBAUGH, INC.	275.00
2080	PLAYOUT FOUNDATION	1,886.50
2081	SHANNON & WILSON, INC.	54,466.65
2082	FRELARD TAMALES	72.00
2083	THE 12TH DAWG MOBILE FOOD TRUCK	114.00
2084	Lakeland Restoration Services, LLC	51,892.50
2086	BOND, STEPHANIE	59.95
2087	BOYER, ANDREW	170.64
2088	DCI PLUMBING	1,736.70
2089	DRUMMOND, NICHOLAS D.	1,000.00
2090	SARA SOLUM HAYASHI	1,500.00
2091	MCDONALD, DON & BEVERLY	265.33
2092	PETERSON, DAVID A.	300.00
2093	THE WARREN G. HARDINGS	1,500.00
2094	THORSON BARNETT & MCDONALD, P.C.	3,675.00
2095	TRANSPO GROUP USA INC.	3,220.00
2096	TUPLING, SANDRA	56.90
2097	ROBINSON NOBLE	19,081.78
2098	A & G PROPERTY, LLC	54,300.00
2099	INGLEWOOD GOLF CLUB	6,750.00
2100	HOPKINS, CRAIG R.	22,800.00
2101	PENINSULA FINANCIAL CONSULTING	5,664.24
2102	CHG SF LLC	10,128.90
2103	WILLIAMS, MARLA J.	40.00
2104	INGLEWOOD CONDOMINIUM ASSOCIATION	100.00
2105	LEGACY HOMES	7,500.00
2107	BOTHELL SKI & BIKE	94.54
2108	DAMAGE RECOVERY	124.50
2109	SEATOWN DEVELOPMENT GROUP	7,869.50
2110	WILLIAM GARZA CREATIVE	800.00
2111	TYE FOUR, LLC	5,000.00
2112	TRANSPORTATION SOLUTIONS, INC.	1,350.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2115	INGLEWOOD SQUARE PARTNERSHIP	5,700.00
2116	WHITE FIR DESIGN	500.00
2117	WILCOX, ROBERTA	106.50
2118	MERIDIAN TERRACE	43,066.02
Vendor Set Vendor Set 01 Total:		13,202,983.63

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2002	GHORBANI, FARIBA	472.00
2003	INNOVATIVE COMFORT SYSTEMS, INC.	255.15
2004	RED BARN ENGINEERING, INC.	291.77
2005	VAN DYK, JOE	850.00
2006	SOMOL HAMASAKI, KRIS	36.75
2007	HYDROPOINT DATA SYSTEMS, INC.	517.01
2008	MEAD GILMAN & ASSOCIATES	40.00
2009	O'CONNOR CONSULTING GROUP, LLC	25,000.00
2010	JUDHA OF LION LANDSCAPING	356,378.27
2011	PLAN TO PERMIT, LLC	4,235.00
2012	DDK DESIGNS, LLC	35.38
2013	THE POTTING SHED	1,787.50
2015	INGLEWOOD VILLAGE III CONDOMINIUMS	13,111.20
2017	DARRELL THOMSON	5,781.00
2018	LAKE HARRISON ESTATES	7,500.00
2019	EMERALD CITY STATEWIDE	2,046.00
2020	KELLY ATKINSON	1,180.00
2021	GEOTERRA, INC.	5,951.48
2022	JA BRENNAN ASSOCIATES, PLLC	2,274.00
2023	HR&A ADVISORS, INC	175,000.00
2024	DFR LAW GROUP, LLC	3,600.00
2025	LOCAL PROS PAINTING	8,789.00
2026	HEAT FLOW MECHANICAL LLC	113.40
2027	MERIT HOMES, INC.	7,747.90
2028	PRIDE ELECTRIC INC.	12,358.13
2029	HAWTHORNE GLEN 12, LLC	7,500.00
2030	ZEP SALES & SERVICE	869.44
2031	ANDREW POGUE PHOTOGRAPHY LLC	2,050.00
2032	DOOR PROS INC.	971.85
2033	DUGAN, GERALD & GAIL	3,000.00
2034	GEO GROUP NORTHWEST INC.	10.60
2035	JURASSIC PARLIAMENT	1,458.35
2037	PRO-LONG ROOF CARE & GUTTERS	1,097.80
2038	SKEFFINGTON, ELAINE	300.00
2039	ATTORNEY & NOTARY SUPPLY, INC.	80.30
2040	SEAPLANE LLC	96.25
2041	LAKE UNION SEA RAY	14,740.15
2042	CRITERION PICTURES USA	940.00
2043	LIGHTING GROUP NORTHWEST	2,431.19
2044	THE PART WORKS, INC.	67.12
2045	PERFORMANCE JOURNEYS, INC.	9,000.00
2047	PUGET SOUND PLANTS	34,832.05
2048	SMS CLEANING, INC.	28,500.00
2049	SUNBELT RENTALS	952.39
2050	NORCAN-OSINT	280.00
2051	PANTAC, LLC	128.57
2052	J. A. BRENNAN ASSOCIATES, PLLC	26,293.00
2053	WINDOW COVERINGS USA	1,463.00
2054	BLUE FLAME HEATING, AIR & ELECTRIC	255.15
2055	WESTERN CENTURIES	1,250.00
2056	J3 ARCHITECTS LLC	850.00
2057	WIRTHLIN CONSULTING GROUP LLC	4,489.00
2058	FLAMENCO SEATTLE LLC	500.00
2059	JARRETT, WINSTON	1,300.00
2060	LEVA, VIVIAN	1,750.00
2061	SQUIRREL BUTTER LLC	250.00
2062	YOGOMAN	1,000.00
2063	French Touchup LLC	4,608.00

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1828	QUALITY BUSINESS SYSTEMS - WELLS FARGO	4,913.44
1829	SHI INTERNATIONAL CORP.	351.81
1843	TUFF SHED, INC	6,046.70
1848	STANLEY PATRICK STRIPING COMPANY	23,417.50
1852	STANTON, ANN	57.77
1855	OFFICE DEPOT	1,326.39
1859	IRON CREEK CONSTRUCTION LLC	1,820.63
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,227.60
1864	INTERNATIONAL SOC. OF ARBORICULTURE	185.00
1873	ENGINEERING/REMEDIATION RES. GROUP	60,140.25
1879	HOLMBERG COMPANY	12,575.10
1884	CADMAN MATERIALS, INC.	2,362.56
1889	WILLIAMS, KASTNER & GIBBS PLLC	23,760.22
1892	DEVON LEGER	3,600.00
1893	YUNUSOV, SURIYA	36.00
1900	ASPECT CONSULTING LLC	3,619.57
1901	NORTH COAST ELECTRIC COMPANY	1,119.15
1907	CHRISTOPHER, MARINA	1,300.00
1908	VAUGHAN, KENT	700.00
1913	GRAND EVENT RENTALS	4,109.03
1914	MCNAMARA SIGNS	440.40
1920	BERGER PARTNERSHIP	12,270.82
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	2,800.00
1926	GUARDIAN SECURITY SYSTEMS, INC.	339.91
1930	T-MOBILE USA, INC.	1,232.25
1932	U.S. BANK N.A. - CUSTODY	624.00
1935	YUMMY BOX FOOD TRUCK LLC	612.00
1936	SUPERION, LLC	21,437.95
1942	THE VET CHEF LLC	120.00
1944	OHNO CONSTRUCTION	68,801.92
1946	FALL PROZ INC	3,886.00
1953	CONNOR, DARLENE	250.00
1955	HUIZENGA ENTERPRISES, LLC	115,904.13
1960	WALTER E. NELSON CO.	554.75
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	605.00
1962	BANNER BANK SKROGH	9,489.17
1963	COMBINED CONSTRUCTION, INC.	26,947.25
1964	EARTHWORKS	47,225.50
1969	CAPITOL ASSET & PAVEMENT SERVICES INC.	3,460.00
1970	CROSSROAD SIGN	4,769.60
1975	COMMUNITY ATTRIBUTES INC.	34,119.37
1979	MSPT VI, LLC	7,500.00
1980	HRA VEBA TRUST	27,675.00
1982	CRAWFORD ELECTRIC	366.55
1985	CONTRACT LAND STAFF LLC	5,699.35
1987	KITSAP CONFERENCE CENTER	124.69
1989	WA TRAFFIC SAFETY COMMISION	103.49
1990	GLOCK PROFESSIONAL, INC.	500.00
1991	WASHINGTON STATE TREASURER	6,570.28
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	5,222.80
1996	SEQUOYAH ELECTRIC LLC	7,477.80
1997	BARCLAY DEAN ARCHITECTURAL PRODUCTS, LLC	610.50
1998	JOHNSTON GROUP, LLC	24,462.50
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	20.00
2000	WILLIAMS MECHANICAL, INC.	2,931.50
2001	PETERSEN BROTHERS, INC.	1,994.16

Vendor Purchasing Report

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Vendor Set: Vendor Set 01

Vendor	Name	Volume
1555	LINCOLN NATIONAL LIFE INSURANCE	9,334.11
1577	MUMMA, RYAN	1,155.87
1580	NORTHWEST TROPHY	566.19
1581	STARDOM SERVICES, INC.	4,590.00
1584	STUDIO 3 SIGNS	1,178.07
1590	HERMANSON COMPANY, LLP	7,339.75
1591	ULINE	1,008.65
1596	NW ENVIRONMENTAL TRAINING CENTER	700.00
1598	HELMETS R US INC	208.97
1606	GALLATIN PUBLIC AFFAIRS	35,580.00
1607	SCHOCK, BRETT	829.47
1609	MARSHBANK CONSTRUCTION	31,952.47
1629	WESTERN DISPLAY FIREWORKS, LTD.	18,000.00
1634	SREBNIK, DEBRA	314.42
1655	CATHOUSE PIZZA	30.00
1657	STEWART TITLE COMPANY	17,095.10
1661	WHITEMAN, TELA	682.51
1667	PRINTWEST	545.60
1673	KPFF CONSULTING ENGINEERS	335,521.58
1678	VICENTE, JOHN	522.07
1689	MOTT MACDONALD GROUP, INC.	376,525.46
1690	SITTS & HILL ENGINEERS, INC.	5,756.47
1704	BANNER BANK RK	8,123.23
1711	SOFTWAREONE, INC.	8,925.18
1715	THE WIDE FORMAT COMPANY	770.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1719	SALTER, JON	1,202.40
1721	GOOD TO GO	50.80
1726	UNITED STATES TREASURY	30.30
1731	NORTHWEST ARBORICULTURE LLC	29,718.18
1732	PERFORMANCE SYSTEMS INTEGRATION LLC	973.50
1733	BELMARK, LLC	7,832.80
1734	TOP TO BOTTOM JANITORIAL, INC.	21,447.00
1738	MUNIMANAGE, LLC	137,325.00
1739	FIX AUTO	2,875.38
1754	RFI ENTERPRISES INC.	9,603.00
1759	CORT PARTY RENTAL	541.87
1762	BAKER, BRIDGIT	149.16
1774	OWEN EQUIPMENT COMPANY	1,591.70
1782	SWANK MOTION PICTURES, INC.	1,128.60
1785	ECOSS	7,183.50
1786	TYLER TECHNOLOGIES, INC.	17,341.50
1789	BLUEBEAM, INC.	891.00
1791	PROFFITT, QUINN	150.00
1794	CLEARWATER LEAK DETECTION, INC.	825.00
1795	CABOT DOW ASSOCIATES, INC.	2,929.25
1796	EXPONENT, INC.	6,027.50
1798	OLBRECHTS & ASSOCIATES, PLLC	3,019.50
1806	RYCO EQUIPMENT, INC.	1,155.00
1810	ABBEEY PARTY RENTS OF WA, INC.	2,318.68
1814	YSI INCORPORATED, A XYLEM BRAND	1,417.82
1816	NAVIA	16,111.48
1818	GORLIN, LARRY N.	907.50
1819	COSTTREE, LLC	3,000.00
1822	ECO-COUNTER	840.00
1824	URBAN FORESTRY SERVICES, INC.	842.47
1826	MCCLURE AND SONS, INC.	5,794.00
1827	LENTZ, FLORENCE K.	750.00

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1193	DEVRIES, DENIS	226.20
1197	MILLER STEPHENS, MARY	12,500.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	5,775.00
1216	ADVANCE TESTING & SERVICE INC	1,188.00
1222	OLSON BROTHERS PRO-VAC	25,191.10
1259	PERTEET INC.	74,075.81
1266	AAA FLAG & BANNER MFG. CO., INC.	3,022.34
1269	KAMINS CONSTRUCTION INC.	8,802.72
1291	SCHNEE, CARLA	661.96
1299	VERIZON WIRELESS	5,011.56
1309	BANNER BANK BAKER	11,128.05
1311	WASHINGTON STATE PATROL	2,514.99
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	4,100.00
1322	AABCO BARRICADE COMPANY INC.	1,848.00
1326	JOYCE ZIKER PARKINSON	692.50
1327	HWA GEOSCIENCES INC.	1,120.44
1328	ANCHOR QEA, LLC	607.50
1331	KBA INC.	20,422.32
1333	WELWEST CONSTRUCTION INC.	4,297.62
1337	STATE OF WA DEPT. OF LICENSING	7.72
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	350.00
1356	KARLINSEY, ROB	868.64
1357	KENMORE COMMERCIAL LLC	29,703.35
1358	ALPHAGRAPHICS	1,469.29
1360	GOODSELL POWER EQUIPMENT #2 INC.	1,656.82
1363	INNOVAC	105,301.63
1370	WINTERBOURNE LANDSCAPE	1,836.47
1377	D.R. HORTON	7,500.00
1383	CHICAGO TITLE	50,000.00
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1390	UTILITIES UNDERGROUND LOCATION CTR	2,024.01
1402	NORTHWEST MARINE TRADE ASSOCIATION	450.00
1403	OSBORN CONSULTING INC.	46,323.84
1411	INTERNATIONAL BUSINESS INNOVATION	525.00
1412	SKAGIT GARDENS	4,356.88
1416	MOBILE MINI, INC.	959.75
1420	SAUVE, GAYLEN	400.00
1431	BRIEN, GAYLYNN	500.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	863.50
1457	LANGUAGE LINE SERVICES, INC.	22.61
1459	FLEMINGS HOLIDAY LIGHTING LLC	5,768.62
1465	WA TRUST FOR HISTORIC PRESERVATION	100.00
1478	HERBIG, NIGEL	64.25
1479	A V CAPTURE ALL	4,740.12
1480	VERTICAL VISUAL SOLUTIONS INC.	11,811.25
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	350.00
1500	MARINE FLOATS CORPORATION	4,074.40
1504	SCORE	268,572.61
1521	SPOT HOT DOG & BRATS	12.00
1533	314 PIE	48.00
1540	A-1 LANDSCAPING AND CONSTRUCTION, INC	137,299.73
1541	HEWITT	2,255.00
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	HANSEN, COREY	45,320.00
1552	DENUSKI, STACEY	46.70

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0617	KING COUNTY FINANCE	527.05
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,242.14
0641	TELESYSTEMS WEST	137.51
0675	BANNER BANK CS	612.44
0685	PACE ENGINEERS, INC.	319,799.91
0689	DIGITAL REPROGRAPHICS SERVICES INC.	396.45
0690	BUILDERS EXCHANGE OF WASHINGTON INC	90.00
0692	HDR ENGINEERING, INC	553,232.31
0696	AMERICAN GENERAL LIFE GPO-400S	2,956.07
0699	BANNER BANK DB	1,532.65
0743	BANNER BANK NO	12,131.13
0764	OUSLEY, NANCY	1,763.29
0781	QUALITY BUSINESS SYSTEMS INC.	11,974.61
0785	FINANCIAL CONSULTANTS INT'L INC	196.02
0788	CURTIS, DR. MILTON	175.52
0791	NORTHSHORE ROTARY CLUB	716.00
0800	BANNER BANK JG	17,235.71
0817	GRAINGER	1,596.99
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0833	VAUGHAN, KENT	403.13
0834	BANNER BANK KENMORE	33,864.93
0851	EVER-MARK, LLC	5,735.94
0852	GREGORY, JOANNE	404.60
0858	A+ CONFERENCING	478.66
0868	JAYMARC - AV	11,485.16
0869	BANNER BANK JGORDON	12,516.01
0892	JACOBS ENGINEERING GROUP	850,967.79
0898	ZONAR SYSTEMS	527.73
0899	SHRED-IT USA LLC	942.70
0912	ALCALDE & FAY	45,470.16
0913	KENMORE ELEMENTARY PTA	2,500.00
0937	ZUMAR	508.99
0981	COMCAST BUSINESS	25,838.15
0983	PASSPORT TRAVEL AND TOURS	2,487.99
0994	GORDON THOMAS HONEYWELL	35,854.35
0996	ANDERSON, LAURI	184.73
1000	JRW ENTERPRISES	6,635.54
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	1,601.66
1032	SAWYER, RICHARD	614.30
1034	EMERALD FIRE LLC	393.80
1045	HORIZON DISTRIBUTORS INC	2,373.16
1047	SARAH ROBERTS	100,450.53
1052	FIRE PROTECTION, INC	12,852.83
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1114	PHSI PURE HEALTH SOLUTIONS INC.	938.82
1116	FRONTIER	9,529.48
1118	FAZZARI MARKETING	898.56
1123	AM TEST, INC	1,775.00
1131	SUSSMAN/PREJZA & CO, INC	2,850.00
1140	PAWS	2,604.00
1148	QUALITY WATER FINANCIAL LLC	324.21
1152	WASHINGTON ENERGY SERVICES CO. LLC	36.75
1161	INDEPENDENT STATIONERS	166.01
1168	SCHINDLER ELEVATOR CORPORATION	3,715.82
1177	WELLS FARGO FINANCIAL	5,704.81
1181	BANNER BANK BH	6,054.81
1192	HOPKINS, CRAIG	546.12

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0300	OFFICE DEPOT	7,654.69
0302	OFFICE TEAM	15,274.47
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	15,680.08
0310	PACIFIC TOPSOILS	3,453.46
0314	PETTY CASH CUSTODIAN	766.98
0327	PUGET SOUND CLEAN AIR AGENCY	18,341.00
0328	PUGET SOUND ENERGY	147,658.82
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,616.00
0345	SEATTLE TIMES	7,272.69
0346	SECRETARY OF STATE	5,115.40
0350	SIGN UP, SIGN CO, INC	979.00
0355	STAPLES ADVANTAGE	7,995.48
0356	STATE AUDITOR'S OFFICE	29,200.02
0357	STEWART MACNICHOLS HARMELL, INC.	50,000.00
0359	SOUND CITIES ASSOC	45.00
0365	TOTAL LANDSCAPE CORP	107,703.55
0370	UNITED RENTALS NW, INC	905.61
0371	UNITED STATES POSTMASTER	9,883.33
0374	URBAN LAND INSTITUTE	440.00
0375	US POSTAL SERVICE (HASLER)	10,299.47
0386	WA ASSOC OF CODE ENFORCEMENT	280.00
0387	WA CITIES INSURANCE AUTHORITY	274,303.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
0401	WA STATE DEPT OF TRANSPORTATION	3,869.25
0412	COLUMBIA RIDGE LANDFILL	5,592.17
0416	WETLANDS & WOODLANDS INC	1,976.48
0419	WONDERLAND DEVELOPMENT	5,000.00
0422	NATIONWIDE FINANCIAL 401a	279,075.63
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	6,825.00
0424	ICMA RETIREMENT TRUST 457 - 304745	85,062.66
0425	DRS 457	12,285.00
0426	AFLAC	2,943.90
0428	BANK OF AMERICA 941	335,804.73
0429	AWC EMPLOYEE BENEFITS	420,175.35
0431	DEPARTMENT OF RETIREMENT SYSTEMS	485,753.50
0432	DEPARTMENT OF LABOR AND INDUSTRIES	32,244.80
0434	UNITED WAY OF KING COUNTY	1,566.81
0436	NATIONAL LIFE OF VERMONT	1,108.53
0448	UPS STORE	199.96
0449	ACF WEST INC	1,113.75
0450	AURORA RENTS	335.32
0473	ARTS OF KENMORE	5,900.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	4,758.60
0494	SECRETARY OF STATE	3,818.83
0497	DAY WIRELESS SYSTEMS	76.79
0501	MACLEOD RECKORD	12,332.49
0542	AMERICAN SOCIETY OF COMPOSERS	352.38
0550	KING COUNTY RECORDER'S OFFICE	1,951.00
0558	SNOHOMISH COUNTY	4,179.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	120.00
0575	FUNRENT	1,532.30
0586	MAIL FINANCE	2,118.60
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00
0594	RANDALL, BRIAN	2,746.19



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	500.00
0014	AMERICAN PLANNING ASSOCIATION	1,778.00
0022	ASSOCIATION OF WA CITIES	17,772.40
0024	BAKER, DAVID	3,600.66
0025	BAKER, SHERI	12,000.00
0037	BASTYR UNIVERSITY	200.00
0047	BRAVO ENVIRONMENTAL , NW INC.	96.00
0050	BRUCE C ALLEN & ASSOC INC	3,000.00
0054	BULGER SAFE & LOCK, INC.	997.66
0064	CASCADE PEST CONTROL	1,287.00
0067	CENTER FOR HUMAN SERVICES	21,000.00
0076	CITY OF BELLEVUE	116,370.75
0083	CITY OF LAKE FOREST PARK	785,427.37
0086	CITY OF SHORELINE	8,796.90
0092	CODE PUBLISHING COMPANY	4,114.24
0099	CONSOLIDATED PRESS	15,802.86
0106	CROWN PRODUCTS LLC	2,106.12
0109	DAILY JOURNAL OF COMMERCE	165.60
0111	DEPARTMENT OF ECOLOGY	37,961.96
0121	REPUBLIC SERVICES	11,958.41
0137	FERGUSON ENTERPRISES INC #1539	1,946.93
0145	FRUHLING SAND & TOPSOIL	4,302.50
0151	CALPORTLAND COMPANY	1,311.09
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	2,326.33
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	174,982.16
0197	JET CITY PRINTING	3,233.46
0201	KCDA PURCHASING COOP	16,919.77
0205	KENMORE HERITAGE SOCIETY	4,933.15
0206	KENMORE MIDDLE SCHOOL	9,963.62
0212	KING COUNTY FINANCE W.L.R.D.	22,283.75
0213	KING COUNTY ANIMAL SVCS	3,170.00
0218	KING COUNTY FINANCE	3,019.71
0219	KING COUNTY FINANCE	545,678.75
0224	SOUND PUBLISHING, INC.	5,786.90
0229	KING COUNTY OFFICE OF FINANCE	2,370.19
0230	KING COUNTY RADIO COMM SERVICES	900.90
0233	KING COUNTY SHERIFF	2,628,524.28
0235	KING COUNTY TREASURY	24,269.72
0237	FEDEX OFFICE	88.84
0246	LAKE CITY PICTURE FRAMING	257.85
0251	LIGHTHOUSE CONSULTING INC	54,788.77
0261	MICHAEL PENDLETON	6,038.50
0265	MORGAN SOUND INC	3,733.95
0267	MR. T'S TROPHIES	324.96
0285	NORTHSHORE FIRE DEPT	6,934.96
0287	NORTHSHORE SENIOR CENTER	23,700.00
0288	NORTHSHORE UTILITY DIST	152,142.25
0289	NORTHSHORE YMCA	4,875.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00
0292	HONEY BUCKET	4,210.50
0299	EBIX, INC./ TOPHEALTH	118.27



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Amendment #1 to Contract 00-C68, Memorandum of Agreement for the Swamp Creek Basin Projects Proposed Council Action/Motion: Motion authorizing the City Manager to execute Amendment #1 to Contract 00-C68, Memorandum of Agreement for the Swamp Creek Basin Projects.	For Council Meeting Agenda of: 10/22/18 Department: Community Development Prepared by: Debbie Bent, Community Development Director Initial & Date Approved by Department Head: <u>DS 10/9/18</u> Approved by City Attorney: <u>email 10/4/18</u> Approved by Finance Director: <u>[Signature] 10/11/18</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Amendment #1 to Memorandum of Agreement
<u>INFORMATION/BACKGROUND:</u> On 10/22/18 Staff requests that Council pass a motion authorizing the City Manager to execute Amendment #1 to Contract 00-C68, Memorandum of Agreement for the Swamp Creek Basin Projects. The amendment gives the City authority to use funds (approximately \$1.4 million set aside in a permanent maintenance fund) for acquiring and restoring land for flood prevention, open space and wildlife habitat in the Swamp Creek Basin. <u>Background:</u> In the late 1990's the County's regional wastewater conveyance facilities that transported wastewater from the Swamp Creek Basin in Snohomish County to the Northshore Utility District's connecting wastewater system had reached capacity. To alleviate this problem the County proposed to construct a 36-inch diameter trunk line, among other facilities in the City's Swamp Creek Basin. The City concluded, and the County confirmed that the County projects would cause adverse environmental impacts in the Swamp Creek Basin, some of which would be increased flooding and overflows of the system. In June 2000 the County and City entered into a Memorandum of Agreement (MOA) regarding the County's construction of improvements. The County paid the City \$10.75 million for the City to construct three projects that would mitigate the impacts of the County projects and protect the County's wastewater system infrastructure from damage and system failure caused by flooding. The three projects were: 1. An overflow bypass and box culvert on NE 192nd; 2. Swamp Creek channel widening upstream and downstream of the bridge on 73rd Ave; and 3. A woody debris structure near the bridge. The three projects have been constructed. The MOA also allowed the City to set aside up to 12% of the County funds in a "permanent trust fund" with the principal and interest to be used for operation and maintenance of the City projects. In January 1999 the City created the fund. There is currently \$1.4 million in this fund. The purposes of the MOA include: 1. Addressing the flooding that has been increasing in severity over time; 2. Protecting the County's existing and contemplated sewer system infrastructure; 3. To provide additional floodwater protection in the ... Swamp Creek Basin; and 4. To make the County's existing and contemplated ... system infrastructure... as secure as reasonably possible from potential damages associated with flooding in the Kenmore Area. In July 2018 the City sent a letter to the County noting that the purposes of the MOA can be met by construction of flood protection projects in and around Swamp Creek; but they also can be met by acquisition of land in the Swamp Creek Basin, which if used as open space and wildlife habitat, will dissipate Swamp Creek flood waters and slow the rate of Swamp Creek during flood events, thereby reducing damage to the County's wastewater system and buildings, structures and property in the vicinity of Swamp Creek. The City requested that the fund balance could be used to acquire and restore land for flood prevention as well as open space and wildlife habitat in the Swamp Creek Basin.	
<u>FISCAL CONSIDERATION:</u> None related to approval of the amendment.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal 8 to protect and enhance the water, air and forest environment. Priority Based Budget (PBB) result "sustainable, healthy environment and the preservation of natural resources".	

Amendment to Memorandum of Agreement

This Amendment to Memorandum of Agreement ("Amendment") is made by and between King County a Home rule charter county and political subdivision of the State of Washington (the "County") and the City of Kenmore an optional municipal code city of the State of Washington (the "City").

RECITALS:

A. In June 2000 the County and the City entered into a Memorandum of Agreement (the "MOA") regarding the County's construction of improvements to the Swamp Creek Trunk system and other activities affecting the lower Swamp Creek basin within the City (collectively, the "County Projects"), as described in the 2000 MOA.

B. In order to mitigate the environmental impacts of the County Projects and pursuant to the terms of the MOA the County paid to the City \$10,750,000 for the City to construct three specific City projects, together with any other public health and safety control projects that would mitigate the impacts of the County Projects and protect the County's wastewater system infrastructure from damage and system failure caused by flooding (collectively, the "City Projects").

C. The MOA required the City to spend the mitigation funds for public purposes on capital improvements to, or acquisition of, real property. The MOA also allowed, but did not require, the City to set aside up to 12% of the mitigation funds in a permanent trust fund to be used for operation and maintenance of the capital improvements constructed with the mitigation funds (the "Permanent Maintenance Fund"). The terms of the MOA require that any mitigation funds contributed to the Permanent Maintenance Fund be retained therein as a permanent source of income for maintenance and operation of the City Projects.

D. The MOA states that its purposes include (1) addressing the "flooding that has been increasing in severity over time," (2) protecting the County's existing and contemplated sewer system infrastructure in the City, (3) providing "additional floodwater protection in the ... Swamp Creek Basin," and (4) making the County's existing and contemplated ... system infrastructure ... as secure as reasonably possible from potential damages associated with flooding in the Kenmore area." The City and the County agree that these purposes can be met by the City's acquisition of land in the Swamp Creek Basin, which if used as open space and wildlife habitat, will dissipate Swamp Creek flood waters and slow the rate of Swamp Creek during flood events, thereby reducing damage to the County's wastewater system and buildings, structures and property in the vicinity of Swamp Creek.

E. In accordance with section 10.10 of the MOA the County and the City desire to amend the terms and conditions of the MOA as set forth herein.

AGREEMENT

Now therefore, in consideration of the parties' mutual assent to the revision of Section 6.5 of the MOA regarding the Permanent Maintenance Fund, the parties agree as follows:

1. The last sentence of Section 6.5 of the MOA shall be revised, beginning with the last sentence, to read as follows:

“Except as set forth herein, the Disbursements contributed to the fund shall be retained therein as a permanent source of income for maintenance and operation of such capital improvements. The City may extinguish the Permanent Maintenance Fund subject to the following conditions: (a) that all Disbursements contributed to the fund, together with any and all interest earned on the moneys contributed to the fund, be used by the City solely for the purposes of acquiring and restoring land for flood prevention, open space and wildlife habitat in the Swamp Creek Basin and (b) that the City provide the County with a complete accounting of the City's use of any and all such moneys.”

2. The Parties agree, except as otherwise provided in this Amendment, that all other terms of the MOA shall remain unchanged and unaltered, and that the MOA is otherwise in full force and effect pursuant to the terms of the MOA.

3. Each individual executing this Amendment represents and warrants that he or she has the authority to execute this Amendment on behalf of the party for which that individual signs.

IN WITNESS WHEREOF, the County and the City have executed this Amendment as of the latter date of signature below.

CITY OF KENMORE

KING COUNTY

By:

By:

Print Name

Print Name

Title

Title

Date

Date

**City of Kenmore
City Council Special Meeting
Minutes
September 11, 2018**

CALL TO ORDER - Mayor David Baker called the meeting to order at 6:00 p.m.

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

RECESS TO EXECUTIVE SESSION

The meeting recessed to executive session at 6:00 p.m. to discuss Potential Litigation per RCW 42.30.110(1)(i) for approximately 60 minutes.

RECONVENE BACK TO REGULAR SESSION

The meeting reconvened to regular session at 7:00 p.m.

ROLL CALL

FLAG SALUTE

AGENDA APPROVAL

The agenda was approved.

STUDY SESSION AGENDA

Lakepointe Update:

- Introduction Update - Rob Karlinsey, City Manager
- Lakepointe Feasibility & Benefits Study Report - HR&A Advisors
- Comments from Dean Weidner, President of Weidner Apartment Homes
- City Council Discussion and Next Steps

On August 13, 2018, HR&A Advisors (HR &A) presented the Feasibility & Benefits Findings to the City Council. At the August 13th Council meeting, HR&A, Dean Weidner and city staff presented and discussed the findings with City Council. HR&A's findings concluded that there is a defined and quantitative financial gap. Public financial participation

City of Kenmore - City Council Meeting Minutes
September 11, 2018

will likely be needed to help close the gap and would need to be in return for public infrastructure and benefit.

At this meeting, HR&A, Dean Weidner and his team, and the city staff presented the Feasibility & Benefits Findings to the City Council for a second round of questions and discussions.

As authorized by Council and the Extension and Funding agreement pertaining to the Lakepointe site Commercial Site Development Permit (CSDP), the City contracted with HR&A Advisors (HR&A) to analyze the economic, impacts that may result from the proposed Lakepointe project, The City consulted with other experts to review, analyze and provide additional input on the materials and study prepared by HR&A. Brian O'Connor, with O'Connor Consulting Group, LLC,, assisted with the market analyses, valuations and rates. Adam Wirthlin, with Wirthlin Consulting Group, assisted with the horizontal and infrastructure costs.

The Feasibility & Benefits Study analyzed three development scenarios:

1. The existing CSDP project with 1,200 residential units, 175,000 sf of office, 277,000 sf of retail, 150 room hotel, marina and 3,532 parking spaces;
2. Weidner's proposed project with 2,000 residential units, 600,000 sf office, 126,000 sf retail, 150 room hotel, and 5,003 parking spaces, includes three 25-story high rise buildings;
3. HR&A Alternative with 1,650 residential units, 357,000 sf office, 126,000 retail, no hotel, and 3,284 parking spaces, with only one 25-story high rise building for office.

With the exception of the undercrossing of SR-522 at 67th Ave the analyses did not include off-site transportation mitigation costs.

The Feasibility & Benefits Study conducted by HR&A demonstrated a financial gap. The next steps for both the City and the developer is to negotiate a general parameter agreement and evaluate ways to potentially reduce the financial gap. For example, the developer can review alternative phasing, or the City could investigate financial tools available to help reduce the gap.

BUSINESS AGENDA

Possible Action to Accept HR&A Advisors Feasibility and Benefits Study and Direction on a Parameter Agreement with Weidner Apartment Homes on a new Lakepointe Project - Bryan Hampson, Development Services Director

Council gave their comments to staff in order to negotiate a parameter agreement with Weidner. The parameter agreement will come back to the Council at a future meeting.

City of Kenmore - City Council Meeting Minutes
September 11, 2018

ADJOURNMENT

The meeting adjourned at 8:49 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Lease Agreement for Seaplane Restaurant Patio Area on the Town Square Proposed Council Action/Motion: Approve lease agreement	For Council Meeting Agenda of: Oct. 22, 2018 Department: City Manager's Office Prepared by: Rob Karlinsey <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td></td> </tr> <tr> <td>Approved by City Attorney:</td> <td></td> </tr> <tr> <td>Approved by Finance Director: ✓</td> <td style="text-align: center;">RK VIA EMAIL 10/11/18</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">RK</td> </tr> </table> Exhibits: Lease Agreement		<u>Initial & Date</u>	Approved by Department Head:		Approved by City Attorney:		Approved by Finance Director: ✓	RK VIA EMAIL 10/11/18	Approved by City Manager:	RK
	<u>Initial & Date</u>										
Approved by Department Head:											
Approved by City Attorney:											
Approved by Finance Director: ✓	RK VIA EMAIL 10/11/18										
Approved by City Manager:	RK										
When the City and MainStreet Property Group entered into a purchase and sale agreement and development agreement for the property at the west end of the Town Square and directly in front of (south of) Kenmore Camera, the City required that development on the property include a "sit-down" restaurant. MainStreet has complied with this provision by constructing a building for a restaurant tenant and entering into a lease with the Seaplane Kitchen and Bar, soon to open later this year. Section 8.4(c) of the development agreement allows for the restaurant's outdoor seating to occupy a portion (about 460 square feet) of area at the Town Square's west end: (i) Use of Town Green. In the future the City and Developer may agree, pursuant to the terms of a separate agreement or program to be negotiated and agreed to by City and Developer, to allow outdoor restaurant seating on a portion of the Town Green. If such agreement is reached, then the City agrees to waive the permit fees and permit application requirements associated with such outdoor restaurant seating and related uses, except that Developer shall not be exempt from the requirement to provide to the City an insurance certificate showing that the City has been named as an additional insured. In keeping with the above paragraph, the City and Mainstreet have negotiated a patio lease agreement, attached. The agreement includes a term of 10 years with the ability to terminate with twelve months' notice after the 48th full calendar months of the term. The use will be solely for outdoor seating for a restaurant. The tenant will be responsible for maintenance and upkeep of the leased outdoor seating area. As envisioned, outdoor seating at the restaurant will serve as a complimentary use to and help activate the Town Square. Council Goal #5: Create a vibrant, walkable downtown											

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective _____, 2018 (the "Effective Date"), by and between the CITY OF KENMORE, a Washington municipal corporation ("Landlord") and MSPT XXIV LLC, a Washington limited liability company ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. Landlord is the owner of certain real property and improvements located at 6728 NE 181st Street, Kenmore, Washington, which property is legally described on Exhibit A attached hereto ("Landlord's Property"). Landlord's Property is commonly referred to as Kenmore Town Square.

B. Tenant is the owner of real property adjoining Landlord's Property located at 6704 NE 181st Street, Kenmore, Washington, which property is legally described on Exhibit B attached hereto ("Tenant's Property").

C. Tenant intends to construct certain improvements on Tenant's Property, including a space (the "Restaurant Space") for a full service, sit-down restaurant (the "Restaurant"). As used herein, the term "Restaurant" shall mean only a full service, sit-down restaurant and no other form of eatery or establishment serving food or beverages. Without limitation of the foregoing, "Restaurant" does not include (i) a restaurant that operates any kind of drive-through, (ii) a "fast food" restaurant, or (iii) a bar that serves people over solely over the age of twenty-one (21) without an affiliated sit-down restaurant.

D. As more fully set forth herein, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of Landlord's Property to serve as an outdoor seating area for the Restaurant operation on Tenant's Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Premises. Subject to the terms hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain outdoor area comprising approximately 459 square feet identified as the "Patio Area" on Exhibit C hereto (the "Premises").

2. Term. The term of this Lease shall be approximately ten (10) years, commencing on the earlier of (a) the date that a temporary certificate of occupancy shall be issued for operation of a Restaurant in the Restaurant Space, or (b) September 15, 2018 (the "Commencement Date") and terminating on the last day of the one hundred twentieth (120th) full calendar month thereafter (the "Termination Date"), unless sooner terminated pursuant to the provisions hereof. Notwithstanding the foregoing, either Party may, upon at least twelve (12) months' prior written notice given to the other at any time after the 48th full calendar month of the term, elect to terminate this Lease, in which event this Lease shall terminate on the effective

date of termination set forth in the terminating Party's notice, as if such date were originally set forth as the termination date in this Lease

3. Damages. Upon expiration of this Lease, Tenant agrees to be responsible for any cost associated with the restoration of property that is above and beyond normal wear and tear consistent with restaurant use up to a maximum cost of \$2,500. City consented improvements shall be exempt from restoration.

4. Use and Operation. Tenant shall use or cause the Premises to be used solely for outdoor seating for a Restaurant in the Restaurant Space, and for no other purpose without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

a. Music; Entertainment. Tenant acknowledges that certain events, concerts, and entertainment at Kenmore Town Square may be scheduled by Landlord throughout the year. Landlord agrees to provide or make available to Tenant prior notice of the schedule for such events and activities as is reasonably practicable. If requested by Landlord reasonably in advance of any such events and activities, Tenant agrees not to engage in or to allow any activity on Tenant's Property, including, without limitation, the playing or performing of outdoor music or other amplified performances that would, as reasonably determined by Landlord, disrupt or interfere with any events, concerts or other entertainment occurring at Kenmore Town Square.

b. Control Over Patrons. Tenant agrees to use reasonable efforts to ensure that, while patronizing the Restaurant, Tenant's customers remain within Tenant's Property and the Premises, and do not enter into other portions of Landlord's Property.

c. Furniture and Equipment. Tenant shall furnish the Premises with such furnishings and equipment as is reasonably appropriate for an outdoor seating area for the Restaurant. All such furnishings and equipment shall be kept and maintained in good order, condition, and repair.

d. Compliance With Laws. Tenant agrees to comply with all applicable laws, rules, regulations, and ordinances, including, without limitation, the requirements of the Washington State Liquor and Cannabis Control Board, relating to its use or occupancy of the Premises throughout the term of this Lease.

e. Barrier. IF City determines there is a reasonable need for a physical barrier to exist between leased property and Town Square then landlord can request tenant to provide a physical barrier that is suitable with theme of restaurant and not burdensome financially.

5. Maintenance and Repairs, and Alterations. Tenant has inspected the Premises and accepts the same in their current "AS IS" condition. Tenant shall be solely responsible for maintaining and repairing the Premises, at Tenant's sole cost, throughout the Term of this Lease. Without limitation of the foregoing, Tenant shall keep the Premises in a neat and sanitary

condition and shall promptly repair any damage to any portion of the Premises—including all concrete or paved surfaces, and all lighting, electrical and any other utility installations on or serving the Premises—which occurs during the Term hereof. Tenant shall keep all landscaping on the Premises properly watered, weeded, and pruned.

6. Alterations. Tenant shall not make any alterations, changes or improvements to the Premises without first obtaining Landlord's written consent, which consent Landlord may condition or withhold in its sole discretion.

7. Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed by Tenant on or about the Premises.

8. Hazardous Materials. Tenant shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the Premises by Tenant or any Tenant Party, as defined in paragraph 9, below, without first obtaining Landlord's written consent. If hazardous substances are used, stored, generated or disposed of on or in the Premises or if the Premises become contaminated in any manner for which Tenant or any Tenant Party is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Premises, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term as a result of that contamination by Tenant or any Tenant Party. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance on the Premises that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such hazardous substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of Washington, or the United States government. "Hazardous substance" includes any and all material or substances that are currently defined or may at any time be defined during the term of the Lease as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal or local governmental law or regulation. "Hazardous substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.

9. Indemnity. Tenant shall indemnify and hold Landlord, and its elected or appointed officers, officials, employees, agents and volunteers (individually a "Landlord Party" and collectively "Landlord Parties") harmless from and against any and all claims, actions, damages, liability and expenses, including, without limitation, reasonable attorneys' fees and expenses of litigation, arising from or out of Tenant's use of the Premises or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises or Landlord's Property. Tenant shall further indemnify and hold Landlord and Landlord Parties harmless from any and all claims arising from any breach or default in the performance of any

obligation on Tenant's part to be performed under the terms of the Lease, or from any negligence or willful misconduct of Tenant, or any officer, agent, employee, contractor, invitee, licensee or sublessee of Tenant (individually a "Tenant Party" and collectively "Tenant Parties"), and from all costs, damages, attorneys' fees and liabilities incurred in defense of any action or proceeding brought thereon, including any action or proceeding brought against Landlord or any of Landlord Parties by reason of such claim.

Notwithstanding the foregoing, if a court determines that this Lease is subject to the terms of RCW 4.24.115, 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 Tenant or any Tenant Party on the one hand and Landlord or any Landlord Party on the other, Tenant's liability under this paragraph shall be limited to the extent of Tenant's or the Tenant Party's negligence, including their proportional share of costs, attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage. Landlord and Tenant specifically agree that the provisions of this paragraph also apply to any claim of injury or damage to the persons or property of Tenant's employees. Tenant acknowledges and agrees that, as to such claims, Tenant, with respect to Landlord, hereby waives any right of immunity that Tenant may have under industrial insurance (Title 51 RCW as amended and under any substitute or replacement statute). This waiver was specifically negotiated by Landlord and Tenant, is solely for the benefit of Landlord and Tenant and their respective successors and assigns, and is not intended as a waiver of Tenant's right of immunity under industrial insurance for any other purpose.

10. Insurance. Tenant shall, from and after the date that Landlord delivers possession of the Premises to Tenant, and at all times during the term hereof, at its expense, carry and maintain insurance policies in the amounts and in the form hereafter provided:

a. Commercial General Liability Insurance: Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence insuring against any and all liability of the insured for bodily injury, personal injury, sickness or death, and property damage or arising from the maintenance, use or occupancy of the Premises, and umbrella coverage of not less than Three Million Dollars (\$3,000,000.00). All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and loss of or damage to property contained in paragraph 9 hereof. Such insurance shall name Landlord as an additional insured, and shall provide that Landlord, although named as an insured, shall nevertheless be entitled to recovery thereunder for any loss suffered by Landlord, its elected or appointed officers, officials, employees, agents or volunteers by reason of Tenant's negligence. Said insurance shall be primary insurance as respects Landlord and such parties and not participating with any other available insurance.

b. Liquor Liability Insurance: If alcoholic beverages are to be sold by Tenant or any sublessee or licensee of Tenant, Tenant's indemnification obligations under this Lease shall extend to damage resulting from risks insurable by liquor liability insurance. In such event, the commercial liability insurance required by this Lease shall

include liquor liability insurance.

c. Worker's Compensation. Workers' compensation in form and amounts required by law.

d. Policy Form. All insurance to be carried by Tenant hereunder shall be in companies authorized to conduct business in Washington and rated A-/VII or better in Best's Insurance Guide, and on forms and with loss payable clauses satisfactory to Landlord. Copies of such policies or certificates evidencing such insurance in form satisfactory to Landlord shall be delivered to Landlord prior to delivery of possession of the Premises to Tenant and within thirty (30) days prior to the expiration date of each policy. No such policy shall be cancellable except after advance written notice, as required under RCW 48.18.290 and RCW 48.53.040, to Landlord. Tenant shall have the right to maintain required insurance under blanket policies, provided that Landlord is named therein as an additional insured as herein provided and that the coverage afforded Landlord will not be reduced or diminished by reason thereof.

If Tenant fails to procure and maintain any insurance policy required herein, Landlord may, but shall not be required to, procure the same on Tenant's behalf, and the cost of the same, together with interest at 12% per annum, shall be due and payable to Landlord upon demand. Interest shall be assessed from the date Landlord pays such insurance premium until the date Tenant reimburses Landlord for such cost.

11. Assignment or Sublease – Consent Required. Tenant shall not voluntarily, involuntarily, or by operation of law assign, transfer, hypothecate, or otherwise encumber this Lease or Tenant's interest therein, and shall not sublet or permit the use by others of the Premises without first obtaining Landlord's written consent. Notwithstanding the foregoing, Landlord consents to Tenant licensing the Premises to Tenant's current Restaurant tenant, Seaplane LLC, a Washington limited liability company. If Tenant desires to assign this Lease or sublease the Premises, Tenant shall give prior written notice to Landlord, specifying the name and address of the proposed assignee or sublessee, the terms of such proposed assignment or sublease, and the use to which the Premises would be put. Tenant shall provide such additional information as may reasonably be requested by Landlord to determine the financial responsibility and character of the proposed assignee or subtenant, including, with respect to a sublease of the Premises to the operator of a Restaurant, a reasonably detailed description of the Restaurant proposed to be operated in the Restaurant Space by the sublessee. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred in connection with the processing and documentation of any requested assignment, transfer, or hypothecation of this Lease or any sublease of the Premises.

Landlord's consent to a sublease of the Premises for the operation of a Restaurant shall not be unreasonably withheld, conditioned, or delayed. Landlord's consent to any other assignment, sublease, hypothecation, or transfer of this Lease or any sublease of the Premises may be withheld in Landlord's sole and absolute discretion. If consent is once given by Landlord to any assignment, transfer, hypothecation or subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment,

transfer, hypothecation or sublease. Any such assignment or transfer without Landlord's consent shall be void and shall, at Landlord's option, constitute a material breach of this Lease. Approval by Landlord of any assignment or subletting shall not eliminate Tenant's liability for the performance of all obligations of Tenant throughout the Lease Term.

12. Signs. Tenant shall place no signs on or about the Premises without the prior written approval of Landlord. Any such signs so approved must comply with applicable sign ordinances and regulations. At the expiration or sooner termination of this Lease, Tenant shall remove all such signs and repair any damage caused by such removal.

13. Access. Landlord may enter the Premises at reasonable times to inspect the Premises or to perform any repairs or maintenance deemed necessary by Landlord. Any entry onto the Premises shall be performed in a manner so as to avoid unreasonable interference with Tenant's Restaurant operations.

14. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. Any change in the use of the Restaurant Space from that of a Restaurant;
- b. The failure of Tenant to comply with the provisions of paragraph 4.a above, where Landlord shall have delivered written notice of such failure to Tenant two or more times during any 12-month period during the Term;
- c. The failure of Tenant to comply with the provisions of paragraph 4.b, above, where Landlord shall have delivered written notice of such failure to Tenant two or more times during any 12-month period during the Term;
- d. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than as described in paragraphs 14.a, 14.b, or 14.c above, where such failure shall continue for a period of ten (10) business days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) business days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences the cure within said ten (10) business-day period and thereafter diligently prosecutes the cure to completion.

15. Remedies. In the event of any default or breach by Tenant, Landlord may at any time thereafter with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the cost of recovering possession of the Premises, the cost

of any necessary repairs or restoration of the Premises, and Landlord's reasonable attorney's fees and expenses of litigation; or

b. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Washington.

Landlord shall also have the right to enter the Premises and remove all property therefrom, and any such property may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Tenant shall fail to pay or reimburse such costs to Landlord within 30 days following removal of the property from the Premises, Landlord may destroy or otherwise dispose of such property without liability to Tenant.

16. Right of Landlord to Perform. If Tenant fails to perform any of its obligations hereunder and such failure continues beyond any applicable grace period set forth in paragraph 14, above, Landlord may (but shall not be obligated to), and without relieving Tenant of any of its obligations, perform any such obligation on Tenant's behalf. The amounts of any costs incurred in performing such obligations, together with interest at 12% per annum, shall be payable upon Landlord's written demand therefor.

17. Surrender. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises in as good condition as when received, reasonable wear and tear from the permitted use alone excepted, broom clean and free of trash and rubbish, and, subject to Landlord's election set forth in paragraph 6 above, with all alterations, changes, additions and improvements which may have been made or installed by Tenant on or about the Premises.

18. Holding Over. If Tenant shall hold over after the expiration or sooner termination of this Lease with the express written consent of Landlord, Tenant shall remain bound by all the covenants and agreements contained herein, except that the tenancy shall be from month-to-month. If Tenant shall hold over after the expiration or sooner termination of this Lease without the express written consent of Landlord, Landlord shall immediately have available to it all rights and remedies available at law or in equity.

19. Attorney's Fees. Should either Party hereto institute any action or proceeding to enforce any provision of this Lease, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to court costs, such amount as the court may adjudge reasonable as attorney's fees and expenses of litigation, and such amounts may be made part of the judgment against the non-prevailing Party.

20. Notices. Any notices required or permitted to be given between the Parties shall be set forth in writing and shall either be delivered by nationally recognized overnight courier service, or sent by certified U.S. Mail, postage prepaid and return receipt requested, to the Parties at the following addresses:

LANDLORD: CITY OF KENMORE
Attn: City Manager
18120 – 68th Avenue NE
Kenmore, WA 98028

WITH A COPY TO: Inslee Best Doezie & Ryder, P.S.
Attn: Rod P. Kaseguma
P. O. Box 90016
Bellevue, WA 98009

TENANT: MSPT XXIV LLC
Attn: Kelly Price
12332 NE 115th Place
Kirkland, WA 98033

WITH A COPY TO:

Either Party may change its address for notices by written notice to the other Party.

21. Waiver. Any waiver of any breach or default shall not be a waiver of any other breach or default. Either Party's consent to or approval of any act of the other requiring such Party's consent or approval shall not be deemed a waiver of any required consent or approval of any subsequent or similar act by such Party.

22. Authority. The person signing this Lease on behalf of Tenant represents and warrants to Landlord that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms.

23. Recording. Neither this Lease nor a memorandum of this Lease shall be recorded.

24. Time for Performance. Time is of the essence with respect to the performance of each of the covenants and agreements in this Lease.

25. Governing Law and Venue. This Lease shall be construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Lease shall be King County, Washington.

26. Recitals; Exhibits. The Recitals shall be deemed a part of this Lease. The exhibits to this Lease are incorporated herein by reference.

27. Paragraph Headings. The headings used herein are for convenience only and shall not be used to construe this Lease.

28. Counterparts. This Lease may be executed in multiple counterparts, any or all of which may contain the signature of either of the Parties, and all of which, when taken together, will constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF KENMORE,
a Washington municipal corporation

TENANT:

MSPT XXIV LLC,
a Washington limited liability company

By _____
Print Name: _____
Its: _____

By _____
Print Name: _____
Its: _____

Landlord Notary:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF KENMORE, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Print Name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My appointment expires _____

Tenant Notary:

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of MSPT XXIV LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Print Name) _____
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at _____
 My appointment expires _____

EXHIBIT A

Landlord's Property

Parcel G, City of Kenmore Binding Site Plan, according to the plat thereof, as recorded in Volume 268 of Plats, Page 54, King County Recording Number 20150206000972, records of King County, Washington.

Situate in the County of King, State of Washington.

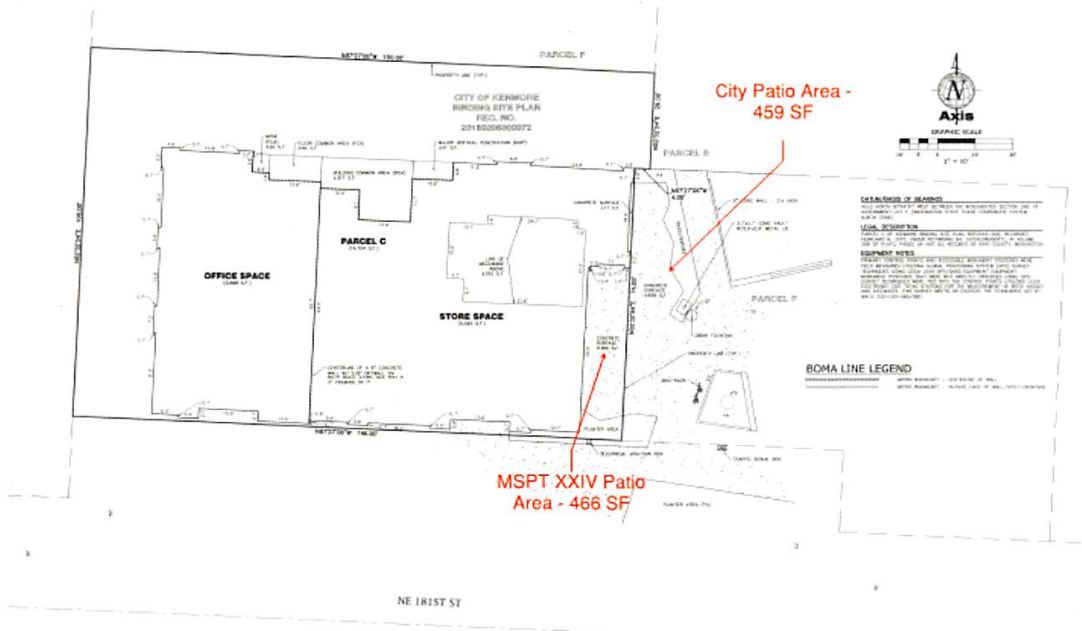
EXHIBIT B

Tenant's Property

Parcel C of Kenmore binding Site Plan, BSP2015-002 recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

EXHIBIT C

Depiction of Premises





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

Subject/Topic: Draft Lakepointe Project Parameter Agreement Proposed Council Action/Motion: No Action Requested at this time. Council Discussion and Direction.	For Council Meeting Agenda of: <u>October 22, 2018</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson & Rob Karlinsey</u> <table border="0"> <tr> <td></td> <td align="right"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td align="right">_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right"><u>PK</u></td> </tr> </table> Exhibits/Attachments: Attachment #1: Extension and Funding Agreement Attachment #2: Draft Project Parameter Agreement Attachment #3: Council Comment Timing Matrix		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	<u>PK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	<u>PK</u>										
<u>INFORMATION/BACKGROUND:</u> For the last 3½ years, the City has been in discussions with developer Dean Weidner and the Kenmore community about a potential new development at the 45-acre Lakepointe property at the mouth of the Sammamish River and on Lake Washington. This undeveloped property is the last of its size and kind on the Lake and has languished as an underutilized industrial property since a previous developer abandoned development plans for the site in the early 2000s. The process with Weidner and the community continues to move slowly, with a pre-application “parameter agreement” as a next step to allow the City and the developer to study and explore a range of potential development options for the site. Any new development on this unique property will be burdened with extraordinary costs, chief among which are pile driving costs to account for the site’s soil conditions, as well as mitigation improvements needed for potential traffic impacts. These costs have created a gap in the financial feasibility of the project, as confirmed by a third-party analysis provided to the Kenmore City Council in August and September. To help offset some of the extraordinary costs and incentivize development, the City may consider, among other incentives, crediting a portion of future new revenues from the site to help pay for public benefits and infrastructure such as roads, utilities, and parks. This type of incentive is not new and has been used in other cities in the State. In exchange for development incentives, the City will require the developer to provide public benefits and amenities, examples of which are in the attached draft parameter agreement. Such public benefits and amenities may include: • Dedication of more than a half mile of the Lakepointe shoreline for public access. This shoreline is currently privately owned by the property owner and off-limits to the public. This shoreline access for the public would include new viewing and direct access points to the water.											

- Providing approximately 8-10 acres of new park land for the public, including the shoreline access, a public amphitheater, and a “main park.”
- Wildlife habitat restoration along the Sammamish River.
- Restaurant(s), hotel, shopping, and office space.
- Affordable housing units.
- Integration and coordination with public transit, including future bus rapid transit.

In addition to public amenities and benefits, and despite the financial gap for the developer, the financial analysis concluded a long-term net financial benefit to the City due to the Lakepointe project’s addition to the City’s tax base. Other taxing districts would also see new revenues such as growth impact fees and property tax over the long term.

Lakepointe is in the City’s urban core and has been zoned for commercial (office and retail) as well as high density residential zoning. This zoning is in compliance with the State Growth Management Act’s requirement for cities to accept their share of regional growth and to concentrate growth in downtown urban areas with access to transit and other alternate modes of transportation.

As stated previously, the parameter agreement will provide a framework for the developer and the City to study and explore a range of options in order to assess whether a range of residential units (1,000 to 1,600 in the current draft), commercial uses (see section 3D and 3E of the draft parameter agreement), and proposed public amenities may be a good fit for the site and the community.

The attached parameter agreement is in draft form and has not yet been negotiated with the developer. As a result, the attached draft will likely change as negotiations proceed and progress. At the October 22nd City Council meeting, the City Council will review the draft parameter agreement and provide additional guidance to staff on the content of the draft. (The attached draft is based on guidance provided by the City Council at the September 11, 2018 City Council meeting.)

There will be additional opportunity for public participation as the parameter agreement progresses. The parameter agreement and subsequent permit applications will require the developer to study potential impacts such as traffic, schools, and parking. This process is regulated under the State Environmental Policy Act (SEPA) and will likely require a full Environmental Impact Statement (EIS).

The EIS will, through a public process, identify potential impacts to the project and accompanying requirements to address those impacts. The attached draft parameter agreement discusses the need to study impacts and provide mitigations, including impacts and mitigations for affected neighboring businesses as well as traffic.

The Lakepointe project is still in its early stages and has not yet been designed or studied. Full detailed design and studies will be required by the State, the City and other agencies. Eventually, if the project exploration progresses, the developer may apply for a land use application for the site, perhaps as soon as late 2019. This application process will require all of the traffic, environmental, parking, and other studies necessary for project consideration, as well as more public participation and input.

The draft parameter agreement does not commit the City or the developer to a number of residential units or commercial square footage. Instead, the parameter agreement, when approved, will provide the City and the developer a path forward to study and explore different development scenarios and determine whether those scenarios make sense and can be appropriately mitigated.

As mentioned above, on September 11, 2018, the City Council accepted HR&A Advisors Feasibility & Benefits Findings (HR&A Study), which is required by Section 3, as amended, of the Extension and Funding Agreement between the City and Weidner Apartment Homes (Weidner) (Agreement) (The Extension and Funding

Agreement, as amended, is Attachment #1). Section 3 of the Agreement requires the HR&A Study as part of the preparation of a general agreement (aka “parameter agreement”) between the City and Weidner, which is supposed to generally define “the parameters of the redevelopment of the Project (range of residential units, commercial square footage, natural and public open space, etc.), working relationship with the City, and path forward, including timelines for developing the Property” (parameter agreement). Consequently, after the City Council had accepted the HR&A Study, it directed the City Manager to prepare a draft of the project parameter agreement and present it to the City Council prior to distributing it to Weidner for review. The draft parameter agreement is attached (Attachment #2). The attached draft parameter agreement is a first draft and subject to change.

The City Council also asked the City Manager to clarify the most appropriate timing for some specific requests and aspects of the Project (i.e., parameter Agreement, development agreement, and permitting/SEPA), (Attachment #3).

The City Council should consider and comment on the draft parameter agreement. Before City Council review of the draft project parameter agreement, the City Council may accept public comment on the draft Agreement. After City Council consideration of and comments on the draft Agreement, the City Manager will send a draft Agreement to Weidner for Weidner’s review and discussion with the City. After discussions with the developer, staff will bring forward the parameter agreement to the City Council for review and consideration (at a future date yet to be determined).

FISCAL CONSIDERATION:

The Lakepointe Project’s fiscal considerations are still being determined.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #3: To continue to seek opportunities to complete a successful Lakepointe Project.

ATTACHMENT 1

Contract No. 16-C1627

EXTENSION AND FUNDING AGREEMENT CITY OF KENMORE AND WEIDNER APARTMENT HOMES

THIS AGREEMENT is made and entered into by and between the CITY OF KENMORE, WASHINGTON (City), LAKEPOINTE, INC. (Lakepointe), PIONEER TOWING CO. (Pioneer), and WEIDNER APARTMENT HOMES (Weidner) (individually a "Party" and collectively the "Parties").

RECITALS

A. Lakepointe and Pioneer are the owners of approximately 45 acres of land in the City along the shoreline of Lake Washington (Property).

B. King County approved, and the City has extended, a Commercial Site Development Permit (CSDP) and related Transportation Mitigation Agreement (TMA) for the Property. The CSDP and TMA provide for development of the Property as a mixed-use residential, commercial and entertainment urban village.

C. Weidner has entered into an agreement with Lakepointe and Pioneer to purchase the Property, subject to certain conditions.

D. On September 29, 2015, Lakepointe, Pioneer and Weidner (collectively, "Lakepointe Group") requested the City to extend the CSDP and TMA beyond December 31, 2015.

E. By letter to the Lakepointe Group dated December 15, 2015, the City extended the CSDP and TMA through June 30, 2016, upon satisfaction of two conditions (2015 Extension Letter). The Lakepointe Group was required to satisfy the first condition by December 31, 2015. If the Lakepointe Group satisfied the first condition by December 31, 2015, then the Lakepointe Group was required to satisfy the second condition by January 31, 2016. If the Lakepointe Group failed to satisfy the second condition by January 31, 2016, then the CSDP and TMA would terminate on February 1, 2016. If the Lakepointe Group satisfied both conditions by January 31, 2016, then the extension was effective until June 30, 2016. The City agreed to extend the CSDP and TMA from June 30, 2016 to December 31, 2016, upon satisfaction by the Lakepointe Group of two additional conditions. Finally, both extensions (to June 30, 2016 and to December 31, 2016), were subject to thirteen (13) conditions that were carried forward from previous extensions.

F. The Lakepointe Group satisfied all of the conditions for extending the CSDP and TMA to June 30, 2016 and then to December 31, 2016.

G. The 2015 Extension Letter recognized that redevelopment of the Property (Project), whether through the CSDP and TMA or new permits and approvals, will be a complex, multi-year effort requiring significant advance planning. The 2015 Extension Letter anticipated that Weidner may request additional extensions of the CSDP and TMA. The 2015 Extension Letter required Weidner to request an extension of the CSDP and TMA prior to

Contract No. 16-C1627

their expiration, so that the City and Weidner would be able to discuss whether sufficient progress toward the Project had occurred during the extension period and whether further extension should be subject to conditions.

H. The Lakepointe Group requested an extension of the CSDP and TMA beyond December 31, 2016 in a timely manner. The Parties have determined that sufficient progress toward the Project has occurred during the extension period through December 31, 2016, including but not limited to:

- meeting the conditions for the two six-month extensions through December 31, 2016;
- making reasonable efforts to acquire adjacent properties for future transportation and Project needs;
- identifying permits and process for Project development; and
- producing a report on project transportation trip generation and methodology.

The parties acknowledge that certain conditions should be imposed on further extension(s) of the CSDP and TMA, in order to facilitate the Project, whether pursuant to the CSDP and TMA or other permits and approvals. The Parties have agreed that an extension of the CSDP and TMA to December 31, 2017 is appropriate to continue progress toward and facilitate implementation of the Project.

I. On March 10, 2016, the City and Weidner entered into a Consultant Funding Agreement (Funding Agreement), which acknowledged that implementation of the Project will be a complex, multi-year endeavor requiring City involvement in feasibility studies, infrastructure planning, coordination with local, state and federal entities, and project-specific review. The Funding Agreement observed that the hiring of a dedicated project manager (Project Manager) would be beneficial, given the scope of the Project. Consequently, the City and Weidner agreed on a scope of work for the Project Manager, and Weidner agreed to reimburse the City for one-half of the City's cost for the Project Manager, up to a maximum amount. The Funding Agreement was effective through December 31, 2016.

J. To continue the progress toward and facilitate the implementation of the Project, the City and Weidner desire to enter into a new consultant funding agreement to cover additional services of the dedicated Project Manager during the extension of the CSDP and TMA to December 31, 2017.

AGREEMENT

In consideration of the following terms and conditions, the City, Lakepointe, Pioneer and Weidner agree as follows:

1. One-year Extension of CSDP and TMA. The CSDP and TMA are hereby extended through December 31, 2017. The CSDP and TMA will be extended for additional one-year periods upon compliance with the requirements and conditions in the Sections below.

Contract No. 16-C1627

2. Conditions of All Extensions. The one-year extension through December 31, 2017 and any additional one-year extensions are subject to the conditions stated in **Exhibit A**, attached hereto, which are restatements of the thirteen (13) conditions of the 2015 Extension Letter to the Lakepointe Group, extending the CSDP and TMA to December 31, 2016, modified as necessary to apply to the one-year extension. The City, in its discretion, may waive compliance with any condition.

Furthermore, Lakepointe, Pioneer, and Weidner agree to not allow future SR 520 bridge work pertaining to "The Rest of the West" (Interstate 5 to Lake Washington) to occur on the Lakepointe site as long as the CSDP is still active and approved. For purposes of this paragraph, "bridge work" pertains to construction, fabrication, staging, storage, equipment and material transport, barging, trucking, and demolition work. This condition only applies to SR 520 "Rest of the West" work and has been voluntarily agreed to by Lakepointe, Pioneer, and Weidner. This condition shall not be construed to waive or limit, or set a precedent for waiver or limitation of, other uses to which the property may legally be put.

3. Requirements and Conditions for First Additional One-Year Extension. If the Lakepointe Group desires to extend the CSDP and TMA for another year beyond December 31, 2017 to December 31, 2018, the Lakepointe Group must submit an extension notice, including the period of extension, on or before November 30, 2017. To justify an extension through December 31, 2018, the Lakepointe Group must have satisfied or reached the following milestones by November 30, 2017:

- a. Conduct a multidisciplinary work session (aka "charrette") to further determine the scope of the Project, including number of residential units, commercial square footage, and natural and public spaces.
- b. Develop an outreach and public input plan for communicating with the public on the Project's progress and future.
- c. Further develop, in coordination with the City, a site concept to visually depict natural and public spaces, roads, residential, commercial, and mixed use buildings of the Project.
- d. Enter into a general agreement with the City that generally defines the parameters of the Project (number of residential units, commercial square footage, natural and public open space, etc.), working relationship with the City, and path forward, including timelines for developing the Property.
- e. Coordinate with Washington State Department of Transportation to receive feedback on traffic modelling and potential transportation improvements related to the Project.
- f. Coordinate with Washington State Department of Ecology to receive preliminary feedback and/or guidance on environmental issues related to the Project.

The City, in its discretion, may waive compliance with any milestone.

4. Requirements and Conditions for Second Additional One-Year Extension. If

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the Lakepointe Group desires to extend the CSDP and TMA for another year beyond December 31, 2018 to December 31, 2019, the Lakepointe Group must submit an extension notice, including the period of extension, on or before November 30, 2018. To justify an extension through December 31, 2019, the Lakepointe Group must have satisfied or reached the following milestones by November 30, 2018:

- a. Implement the outreach and public input plan, the development of which was a requirement for the first additional one-year extension.
- b. Make satisfactory progress toward Project development.
- c. Submit complete permit applications and required documentation for Property development, including but not limited to an application for an amendment to the TMA and/or CSDP or for a new site development permit and an application for a shoreline substantial development permit; and sign appropriate documents to commence preparation of a Draft Environmental Impact Statement.
- d. Resolve the question between the Parties as to whether the Lakepointe Property Utilization Agreement between Glacier Northwest, Inc. and Pioneer Towing Co. and Lakepointe, Inc. dated April 7, 2004 (Recording No. 20040414002559) (2004 Utilization Agreement) requires the owner of Lot B to allow construction and operation of Lakepointe Way or any other transportation and other infrastructure improvements on Lot B, and whether a boundary line adjustment is necessary to accommodate the location of Lakepointe Drive or other necessary project infrastructure.

The City, in its discretion, may waive compliance with any milestone.

5. Further Extension. If the CSDP and TMA have been extended through December 31, 2019 pursuant to Section 4 of this Agreement, and the Lakepointe Group has satisfied Section 4.c of this Agreement, prior to December 31, 2019, the CSDP and TMA shall be extended until the City has processed such applications to completion or until December 31, 2020, whichever shall occur first. The City, in its discretion, may extend this date.

6. Project Manager Hiring and Reimbursement for City Expenses.

A. The City will enter into a professional services agreement with a person or firm who will serve as a dedicated project manager (Project Manager) for the development of the Project during all of the extension periods of this Agreement. The professional services agreement shall require the Project Manager to submit monthly invoices for services performed in the previous month, which invoices shall include a reasonable description of the services rendered. The scope of work for the Project Manager for the services of the Project Manager is stated at **Exhibit B**, attached hereto and incorporated herein. Prior to entering into this Agreement, the City will advise Weidner of the identity and qualifications of the Project Manager. Weidner shall not be responsible for third-party costs incurred by the Project Manager.

Contract No. 16-C1627

B. Subject to the limitations herein, Weidner shall reimburse the City for all of the services and expenses of the Project Manager during all of the extension periods in this Agreement. Weidner also shall reimburse the City for all of the services and expenses of the City's attorneys, traffic engineers, architects/landscape architects, financial consultants and environmental consultants (Consultants) that are related to the Project, the CSDP and TMA, and this Agreement and that are rendered and incurred between January 1, 2017 and Weidner's submittal of a completed site development application. The maximum amount of reimbursement shall be \$150,000 for calendar year 2017 and \$250,000 for each of calendar years 2018 and 2019. The Parties agree that Weidner, and not Lakepointe and Pioneer, shall be responsible for reimbursement of the services and expenses of the Project Manager and the Consultants.

C. Upon payment of an invoice from the Project Manager and the Consultants, the City shall promptly send a copy to Weidner. Weidner shall reimburse the City for the amount of an invoice within thirty (30) days of receipt of the invoice. All delinquent reimbursement amounts shall accrue interest at the rate of twelve percent (12%) per annum. If Weidner develops the Project, Weidner may use any or all reimbursement payments as credits toward eligible City fees and charges for the Project, or receive reimbursement from revenues received by the City from the Project to the extent that credits from City fees and charges are not eligible, feasible, and/or are exceeded. This credit option shall be available to Weidner only if Weidner commences development of the Project on or before December 31, 2020; provided that if a third party files a challenge to or appeal from this Agreement or any act related to this Agreement, this credit option deadline shall be extended by the period of such challenge or appeal. Commencement of development of the Project shall occur upon 1) the City's issuance of the first permit or approval for a major component of the Project, such as a building permit for a commercial or residential building, or a grading or similar permit for a major street serving the Project; and 2) actual site mobilization and breaking ground.

7. Effective Date and Term. This Agreement shall be effective on January 1, 2017, and shall terminate on the last day of the last one-year extension period for which the Lakepointe Group qualifies; provided, that Section 4(C) of this Agreement shall be effective until the terms of that section have been satisfied and completed. If a third party files a challenge to or appeal from this Agreement or any act related to this Agreement, the Parties agree to discuss the impacts of such challenge or appeal on this Agreement.

8. Notices. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested. If to the City, the notice shall be sent to:

City Manager's Office
City of Kenmore
18120 68th Ave NE / PO Box 82607
Kenmore, WA 98028

or to such other person or place as the City shall furnish to the Parties in writing. If to the Parties, the notice shall be sent to:

Contract No. 16-C1627

Kyran Hynes-Weidner Apartment Homes
9157 NE Juanita Dr, #300
Kirkland, WA 98034

or to such other person or place as the Parties shall furnish to the City in writing. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

9. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

10. Entire Agreement; Amendment. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

11. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the Parties.

12. No Third Party Rights. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

13. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other Party.

14. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

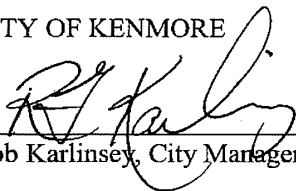
15. Enforcement; No Waiver; Prevailing Party Costs. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party. If any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against another Party, all such fees, costs and expenses shall be recoverable by the prevailing Party. The failure of a Party to exercise any right or enforce any provision of this Agreement shall not be considered a waiver of such right or enforcement remedy.

16. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

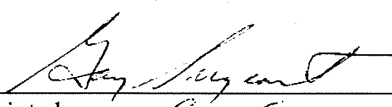
Contract No. 16-C1627

CITY OF KENMORE


Rob Karlinsey, City Manager

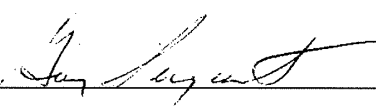
Date: 12-29-2016

LAKEPOINTE, INC.


Printed name: Gary Sergeant
Its: President

Date: 12/29/16

PIONEER TOWING CO.


Printed Name: Gary Sergeant
Its: President

Date: 12/29/16

WEIDNER APARTMENT HOMES


Printed Name: W. Dean Weidner
Its: President

Date: 12/29/2016

Contract No. 16-C1627

EXHIBIT A

ADDITIONAL CONDITIONS FOR EXTENSION OF CSDP AND TMA

Contract No. 16-C1627

ADDITIONAL CONDITIONS FOR EXTENSION OF CSDP AND TMA

1. The Lakepointe Group, or its component entities or successors in interest (Applicant), must provide adequate evidence to the City, prior to the City's issuance of construction permits for the Project, that the Applicant has obtained necessary consents and authorizations from owners of all property on which such construction and operation is proposed, particularly in light of the 2004 Utilization Agreement, the effect of which is in dispute between the Parties.
2. The Applicant, prior to the City's issuance of construction permits for the Project, must amend the TMA as necessary for the Project and as required by the City. If required by the City, the owners of Lot B must approve such amendment to the TMA. The City represents (and Lakepointe and Pioneer understand) that the City is unlikely to approve the deletion of Sections 3.17 and 3.19 of the TMA.
3. The City will not accept a building permit application or permit application to construct other site improvements within the 200-foot shoreline jurisdiction without an approved Shoreline Substantial Development Permit. The CSDP (including the master plan) and building permit applications must be amended to comply with conditions of shoreline permit approval.
4. The Applicant must submit a building permit application or permit application to construct other site improvements in accordance with the City's adopted surface water regulations in effect at the time of the Application.
5. The Applicant need not comply with the City's Critical Area Ordinance (CAO) if development occurs under the CSDP. However, if the Applicant seeks a minor modification of the CSDP, such modifications shall be designed (i) not to increase any nonconformity with the CAO, and (ii) where reasonably feasible, to achieve a higher level of conformance with the CAO, as compared to the vested Project, without impairing the functionality or integrity of the development plan or imposing significant new development costs. All major modifications of the CSDP will require conformance with the CAO.
6. The Applicant must submit a building permit application or permit in accordance with Building and Construction regulations per Kenmore Municipal Code Title 15 in effect at the time of permit application.
7. The Applicant must submit an updated traffic analysis with a building permit application or permit application to construct other site improvements. The Applicant may submit this updated traffic analysis before submitting such applications. The traffic analysis must include additional AM and PM peak hour turning movement traffic counts taken at the intersections of 68th Avenue NE and SE522, NE 170th Street and Juanita Drive NE and 61st Ave NE and SR522. In addition a three-day twenty-four (24) hour roadway count must be taken on SR522 west of 61st Avenue NE and

Contract No. 16-C1627

west of 68th Avenue NE south of NE 175th Street NE. The counts must be taken between March and October. The purpose of the counts is to provide an assessment of traffic levels adjacent to the Lakepointe site compared to the counts collected in 1997 documented in the Environmental Impact Statement. If this updated traffic analysis demonstrates additional adverse environmental impacts, such as increased traffic levels, the City shall conduct additional SEPA review, and may require additional mitigation a necessary.

8. The Applicant must pay traffic and park impact fees in accordance with impact fees in effect at the time of building permit application.

Contract No. 16-C1627

EXHIBIT B

SCOPE OF WORK--PROJECT MANAGER

Contract No. 16-C1627

SCOPE OF WORK—PROJECT MANAGER

The Project Manager will perform services necessary to assist, facilitate, and manage the progression of the Lakepointe Project, as well as represent the interests of the City. The Project Manager's services will include, but not be limited to, drafting, editing and reviewing documents, attending meetings, corresponding, traveling to meetings, managing other consultants, interfacing and negotiating with other agencies and lawmakers, and performing other services pertaining to the Lakepointe Project. The Project Manager shall be the point of contact for the Lakepointe Project, and shall coordinate and facilitate City department and consultant involvement in the Lakepointe Project.

ATTACHMENT 1

AMENDMENT TO EXTENSION AND FUNDING AGREEMENT CITY OF KENMORE AND WEIDNER APARTMENT HOMES

This Amendment amends the "Extension and Funding Agreement City of Kenmore and Weidner Apartment Homes," executed by the City of Kenmore (City), Lakepointe, Inc. (Lakepointe), Pioneer Towing Co. (Pioneer), and Weidner Apartment Homes (Weidner), on December 29, 2016 (Agreement) (collectively, the "Parties"), as set forth in this Amendment.

RECITALS

- A. Lakepointe and Pioneer are the owners of approximately 45 acres of land in the City along the shoreline of Lake Washington (Property).
- B. Weidner has entered into an agreement with Lakepointe and Pioneer to purchase the property, subject to certain conditions. Weidner intends to redevelop the Property (Project), which will be a complex, multi-year effort requiring significant advance planning.
- C. On December 29, 2016, the Parties entered into the Agreement, which required Weidner to reimburse the City for the cost of services and expenses of a dedicated Project manager and the cost of services and expenses of the City's attorneys, traffic engineers, architects/landscape architects, financial consultant and environmental consultants related to the Project.
- D. The Agreement also extended the Commercial Site Development Permit (CSDP) and related Transportation Mitigation Agreement (TMA) for the Property through December 31, 2017, subject to certain conditions, through December 31, 2018 upon satisfaction of certain conditions, and provided for possible further extensions upon satisfaction of certain conditions.
- E. All of the conditions to further extension of the CSDP have been satisfied, except one:

Enter into a general agreement with the City that generally defines the parameters of the Project (number of residential units, commercial square footage, natural and public open space, etc.), working relationship with the City, and path forward, including timelines for developing the Property.

The parties are actively working in good faith on the negotiation of this agreement (the "Parameters Agreement") and have determined that some additional time is necessary to complete and execute the Parameters Agreement.

AMENDMENT

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

Requirements and Conditions for First Additional One-Year Extension. If the Lakepointe Group desires to extend the CSDP and TMA for another year beyond December 31, 2017 to December 31, 2018, the Lakepointe Group must submit an extension notice, including

the period of extension, on or before November 30, 2017. To justify an extension through December 31, 2018, the Lakepointe Group must have satisfied or reached the following milestones by November 30, 2017:

- a. Conduct a multidisciplinary work session (aka "charrette") to further determine the scope of the Project, including number of residential units, commercial square footage, and natural and public spaces.
- b. Develop an outreach and public input plan for communicating with the public on the Project's progress and future.
- c. Further develop, in coordination with the City, a site concept to visually depict natural and public spaces, roads, residential, commercial, and mixed use buildings of the Project.
- d. Coordinate with Washington State Department of Transportation to receive feedback on traffic modelling and potential transportation improvements related to the Project.
- e. Coordinate with Washington State Department of Ecology to receive preliminary feedback and/or guidance on environmental issues related to the Project.

In addition, the following milestone shall be satisfied by April 30, 2018:

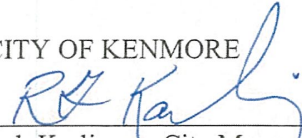
- f. Enter into a general agreement with the City that generally defines the parameters of the Project (range of residential units, commercial square footage, natural and public open space, etc.), working relationship with the City, and path forward, including timelines for developing the Property. Pro Forma and Financial Gap Analysis studies for both the Lakepointe development and the City will be conducted as part of developing and negotiating the general agreement. Weidner and the city manager will agree on a cost sharing arrangement for the Pro Forma and Gap Analysis studies.

The city manager, in his/her discretion, may extend the deadline or waive compliance with any milestone.

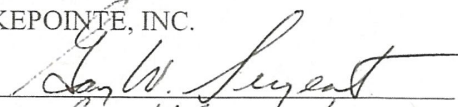
2. Effect on Agreement. Except as modified by this Amendment, the terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below, to be effective on January 1, 2018:

CITY OF KENMORE

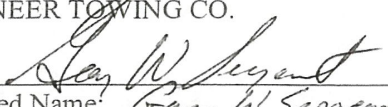

Rob Karlinsey, City Manager

LAKEPOINTE, INC.


Printed name: Gary W. Sergeant
Its: President

Date: 11-15-17

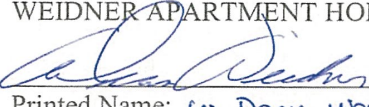
PIONEER TOWING CO.


Printed Name: Gary W. Sergeant
Its: President

Date: 11/29/17

Date: _____

WEIDNER APARTMENT HOMES


Printed Name: W. Dean Weidner
Its: President

Date: 11/15/2017



ATTACHMENT 1

City of Kenmore, Washington

April 30, 2018

John C. McCullough
McCullough Hill Leary, PS
701 Fifth Avenue, Suite 6000
Seattle, WA 98104

Dear Jack,

Thank you for your letter dated March 27, 2018 requesting an extension of the milestone codified in Section 3(f) of the Amendment to Extension and Funding Agreement ("Amendment"), which was signed by the parties in November 2017 and became effective on January 1, 2018.

The Extension and Funding Agreement ("Agreement") extended the Commercial Site Development Permit (CSDP) and Transportation Mitigation Agreement (TMA) through December 31, 2017, and allowed for a one-year extension to December 31, 2018 if the Lakepointe Group satisfied certain milestones by November 30, 2017. The Amendment recognized that all but one of the milestones listed in the Agreement were timely completed. In addition, the Amendment stated that the following milestone shall be satisfied by April 30, 2018:

- f. Enter into a general agreement with the City that generally defines the parameters of the Project (range of residential units, commercial square footage, natural and public open spaces, etc.), working relationship with the City, and path forward, including timelines for developing the Property. Pro Forma and Financial Gap Analysis studies for both the Lakepointe development and the City will be conducted as part of developing and negotiating the general agreement. Weidner and the city manager will agree on a cost sharing arrangement for the Pro Forma and Gap Analysis studies.

The City of Kenmore ("City") has executed a contract with HR&A Advisors, Inc. to provide the Pro Forma and Gap Analysis, along with economic consultant Brian O'Conner to peer review HR&A's work. The parties are cooperating in good faith and have made progress on accomplishing the requirements set forth in the Amendment. However, it is anticipated that the

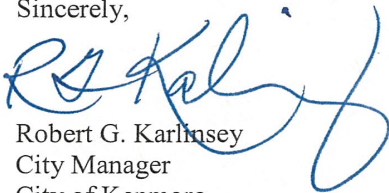
18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028
Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov
www.kenmorewa.gov

Amendment requirements will not be completed by the April 30, 2018 deadline. The parties have therefore requested an extension of the deadline for the general agreement to July 31, 2018.

The City agrees that an extension of the milestone is appropriate given the circumstances. However, it is the City's position that the deadline should be extended to December 31, 2018, so that City officials and staff have time to review the general agreement and its supporting studies.

The Amendment and Agreement authorize the City Manager, in my discretion, to extend the deadline for any milestone. Such extension does not alter the term of the CSDP or TMA, or waive any other requirements. Therefore, consistent with the Amendment and the Agreement, to justify an extension of the CSDP and TMA through December 31, 2018, the Lakepointe Group must satisfy the milestone described in Section 3(f) of the Amendment by December 31, 2018.

Sincerely,



Robert G. Karlinsky
City Manager
City of Kenmore

Cc: Rod Kaseguma, City Attorney
Garry Sergeant, Property Owner
Weidner Apartment Homes
Project File

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ATTACHMENT 2

**PROJECT PARAMETER AGREEMENT
CITY OF KENMORE, WEIDNER, LAKEPOINTE AND PIONEER TOWING
LAKEPOINTE PROPERTY**

THIS AGREEMENT is made and entered into this ___ day of _____, 2018 by and between the CITY OF KENMORE, WASHINGTON (City), LAKEPOINTE, INC. (Lakepointe), PIONEER TOWING CO. (Pioneer), and WEIDNER APARTMENT HOMES (Weidner), (individually a “Party” and collectively the “Parties”).

BACKGROUND AND CONTEXT

A. Lakepointe and Pioneer are the owners of approximately 45 acres of land in the City along the shoreline of Lake Washington, which is depicted on **Exhibit A**, attached hereto and incorporated herein (Property). Weidner has entered into an agreement with Lakepointe and Pioneer to purchase the Property, subject to certain conditions. Weidner is in the process of determining the feasibility of developing the Property. In this Agreement, development of the Property will be referred to as the “Project.”

B. Weidner has purchased approximately 5 acres adjacent to the Property (Additional Property), which is depicted on **Exhibit A** and labeled “Additional Property.” The Additional Property is not subject to the P-suffix conditions that apply to the Property. Weidner is authorized but not required to use the Additional Property as part of the Project.

C. The Property is subject to a Site Plan Review and a Master Plan approval process.

D. The Property also is subject to an existing, previously approved, Commercial Site Development Permit (CSDP), Master Plan, and accompanying Transportation Mitigation Agreement (TMA). These were approved by King County in 1998 and have remained in place through extensions under the authority of KMC 18.105.060(c), which allows the City Manager to grant extensions to site plans under certain requirements and conditions.

E. On December 29, 2016, the City, Lakepointe, Pioneer and Weidner entered into the Extension and Funding Agreement, City of Kenmore and Weidner Apartment Homes (Kenmore Contract No. 16-C1627, Extension Agreement), which in Section 3(d) required Lakepointe, Pioneer, and Weidner (collectively the “Lakepointe Group”) to “enter into a general agreement with the City that generally defines the parameters of the Project (range of residential units, commercial square footage, natural and public open space, etc.), working relationship with the City, and path forward, including timelines for developing the Property” on or before November 30, 2017 (Parameter Agreement). In November 2017, the City and the Lakepointe Group entered into an Amendment to the Extension Agreement (Amendment), which amended Section 3 of the Extension Agreement to require the Lakepointe Group to enter into the Parameter Agreement by April 30, 2018. The Amendment authorized the City Manager to extend the deadline for the Parameter Agreement. By letter dated April 30, 2018, the City Manager extended the deadline for the Parameter Agreement to December 31, 2018, (City

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ATTACHMENT 2

Manager Extension). The Extension and Funding Agreement, Amendment and City Manager Extension are attached hereto and incorporated herein by reference as **Exhibit B**.

F. Weidner has represented to the City that the characteristics of the Property will result in extraordinary Project costs and expenses, including but not limited to the design and installation of pilings. According to Weidner, these costs and expenses present a substantial financial challenge for the Project.

G. The Amendment required the Lakepointe Group and the City to prepare Pro Forma and Financial Gap Analysis studies as part of the development and negotiation of the Parameter Agreement, in order to analyze the economic impacts that may result from the Project.

H. The City contracted with HR&A Advisors (HR&A) to conduct the analysis for the Parameter Agreement (Study). In the Study, HR&A analyzed three development scenarios: the existing CSDP, Weidner's proposed Project, and an HR&A alternative. HR&A did not analyze a reduced project scope below the CSDP alternative and the City may choose to do so.

I. The Parties desire to enter into this Agreement to satisfy the requirement of the Amendment to enter into a general agreement that generally defines the parameters of the Project and to facilitate progress toward redevelopment of the Property and implementation of the Project.

AGREEMENT

In consideration of mutual promises, benefits and obligations set forth herein, the City, Lakepointe, Pioneer and Weidner agree as follows:

1. Purpose and Scope of Agreement. This Agreement is the "general agreement" for defining the parameters of the Project that is referenced in amended Section 3 of the Extension Agreement, as set forth in the Amendment. Thus, this Agreement is related to the CSDP and the TMA and is not related to or connected with any permits or approvals for development of the Property or implementation of the Project, including but not limited to a development agreement pursuant to Kenmore Municipal Code Chapter 18.110.

2. Review and Consideration of Project. The Study prepared by HR&A has demonstrated there is a significant financial feasibility gap in all three scenarios analyzed. Moreover, the Study suggests that a project developed under the previously approved CSDP is financially infeasible. The City understands that any redevelopment of the Property to a mixed-use, transit-supported residential and commercial urban development will likely require several amendments to City Code provisions and development regulations, or to P-suffixes which are property specific development regulations (Development Amendments). The Development Amendments would be considered through a development agreement process concurrently with related permit applications, such as a site plan, a shoreline development permit and comprehensive plan amendments.

3. Project Parameters and Assumptions. The following description of the Project is intended to meet the goals and intent of both the P-suffix conditions and the Comprehensive

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ATTACHMENT 2

Plan, is conceptual in nature, and may be modified in the permitting and approval process for development of the Project, including but not limited to a development agreement process pursuant to Chapter 18.110 KMC (Project Parameters):

- A. Mixed-use, transit-supportive residential and commercial community;
- B. Buildings up to seven or eight stories in height;
- C. Range from 1,000 to 1,600 residential dwelling units, including affordable housing units as currently required in the City's P-suffix development regulations;
- D. Range from 550,000 to 650,000 square feet of office/commercial;
- E. Range from 100,000 to 150,000 square feet of retail, including waterfront restaurant(s);
- F. Hotel;
- G. Marina (though any marina in or adjacent to the Kenmore Navigation Channel would be a limited-size marina for larger or commercially operated vessels);
- H. Park and other public open spaces totaling approximately ten (10) acres, or 20% of the Property area, in locations throughout the Property, including trails, waterfront, shoreline buffer, and passive enjoyment areas therein;
- I. Waterfront amphitheater;
- J. Wharf, within the navigational channel, consisting of hardscape to the water's edge;
- K. Natural southern edge along the Sammamish River, consisting of restored native shoreline with substantial riparian habitat restoration and enhanced ecological functions, together with areas for public access to the water and passive enjoyment activities;
- L. Boat house for hand powered watercraft with docks;
- M. Waterfront promenades;
- N. Bicycle access network and connections connecting to the Burke Gilman Trail and 68th Ave NE;
- O. Street system with pedestrian amenities, such as sidewalks, lighting, seating, landscaping, and furnishings;
- P. Structured parking, surface parking, public parking, on-street parking, and other transportation facilities for the Project;
- Q. Public restrooms;
- R. Development of new facilities and improvement of existing facilities for multimodal transportation, including transit and non-motorized user facilities;
- S. Utilities; and
- T. All other improvements needed to support and complete the Project, including both on-site and off-site improvements.

4. Weidner Representations and Requests. In discussions between Weidner and the City, Weidner has represented to the City that the characteristics of the Property will result in extraordinary Project costs and expenses, including but not limited to the design and installation of pilings throughout much of the Property. According to Weidner, these costs and expenses present a substantial feasibility challenge for the Project. Consequently, Weidner has requested the City to consider Development Amendments; changes to the infrastructure improvements in the CSDP and TMA; amendments to or repeals or waivers of fees, charges and taxes; City support for state and federal funding; and City participation in public infrastructure

10/17/2018 version – DRAFT

ATTACHMENT 2

improvements, in order to help reduce or close the feasibility gap (collectively, the “Requested Changes”).

5. City Requests. The City will require Weidner to provide public benefits as consideration for approval of all or some Requested Changes. These public benefits can occur on or involve the Additional Property, in the event that Weidner elects to use all or a portion of the Additional Property in the Project. These public benefits may include but are not limited to:

A. Excess Project Components: Provide any Project components that are in excess of the requirements of City Code provisions, development regulations and P-suffixes.

B. Open Space: Provide open space including a main park at the west end of Lakepointe that offers views of Lake Washington and that is of sufficient size (approximately 3 acres) to develop a variety of recreational opportunities (passive and active) for the residents of the Project area and the public.

C. View Corridors. Provide significant view corridors from within and through the Project.

D. Boat house and docks: Provide a location of sufficient size to accommodate a shell house and related facilities for a public rowing and paddling program.

E. Passenger Ferry: Provide a sufficiently sized location to accommodate facilities for a passenger ferry terminal.

F. Parking Garage: Partner and coordinate with Sound Transit on the ST3 Bus Rapid Transit project to provide a location of sufficient size in phase one of the Project to accommodate a parking structure and transit station/stop that will meet the transit demands of ST3 and the Project.

G. Affordable Housing: Work with housing agencies (e.g. ARCH) to obtain subsidies to help bring affordable housing units to 30% of average King County median income and coordinate with an affordable housing developer, Sound Transit to provide affordable housing on-site in conjunction with a parking garage for the Sound Transit ST3 Bus Rapid Transit project, and/or other agencies.

H. Interactive public art: Provide locations for and design and install public art taking into consideration opportunities for interactive art.

I. Public Events and Activities: Partner with the City to sponsor activities, events, and entertainment at the main park, the amphitheater, and other locations. Examples are a parade, fireworks viewing, farmers market, live music, etc.

J. Indoor Aquatic Recreation Facility: Contribute financially or in-kind to the development, construction, and operation of a public indoor aquatic recreation facility on the Property and/or the Additional Property.

K. Monitoring of Industrial Emissions: Prior to and after completion of the Project, install air quality monitoring devices to monitor the emissions from neighboring industrial operations. Continually evaluate the potential effects of such industrial emissions on the Project inhabitants, workers, and visitors.

6. Weidner Commitment. In addition to the provision of public benefits, as described in Section 5 of this Agreement, Weidner commits to: revisiting the Project’s phasing plan; analyzing a project reduced in density and/or scale, in order to reduce the financial gap

10/17/2018 version – DRAFT

ATTACHMENT 2

further; and revisiting the standard assumptions used in the HR&A Study, notably the land acquisition price and the projected internal rate of return (IRR).

7. City Consideration. If Weidner provides public benefits as discussed in Section 5 of this Agreement, the City will consider the following:

- A. Establishing a residential targeted area, to provide for multi-family tax exemptions as authorized by Chapter 84.14 RCW and Chapter 3.65 KMC.
- B. Crediting Weidner with appropriate transportation and park impact fees when Weidner builds Project transportation mitigation improvements that are in the City's Transportation Plan and Transportation Impact Fee Program and provide City-wide benefits, and when Weidner builds park improvements that are in the City's Park Impact Fee Program and provide City-wide benefits. Note: when the P-suffix conditions were developed and the accompanying CSDP was approved, the City was not incorporated. Since the City's incorporation, the City has developed a Comprehensive Plan, including a Comprehensive Transportation Element, Parks Recreation and Open Space Plan, and Transportation, Park, and School Impact Fee programs.
- C. Entering into a separate development agreement, as authorized by Chapter 36.70B.170 RCW and Chapter 18.110 KMC.
- D. Entering into a separate expedited permitting agreement.
- E. Lobbying the State Legislature to apply construction sales taxes rebate to the Project and provide other assistance to the Project.
- F. Establishing a community facilities district as authorized by Chapter 36.145 RCW.
- G. Advocating for Federal assistance for the Project, such as Environmental Protection Agency (EPA) brownfield grants.

8. Public Participation. As required by Section 3.b of the Amendment, Weidner must develop the outreach and public input plan by December 31, 2018 and implement it in 2019. Weidner will implement the outreach and public input plan by communicating with the public during development of the plan and before permit submittal.

9. Acknowledgement of Extension Agreement Requirement. The Parties acknowledge that the third milestone for extending the CSDP and TMA from December 31, 2018 through December 31, 2019, contained in Section 4.c of the Extension Agreement, shall remain a requirement of the Project. This provision states that:

The Lakepointe Group must have satisfied or reached the following milestones by November 30, 2018: . . . c. Submit complete permit applications and required documentation for Property development, including but not limited to an application for an amendment to the TMA and/or CSDP or for a new site development permit and an application for a shoreline substantial development permit; and sign appropriate documents to commence preparation of a Draft Environmental Impact Statement.

Given the added time requirements for review under this Agreement, the compliance date

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ATTACHMENT 2

set forth under Section 4.c of the Extension Agreement is hereby extended to December 31, 2019, provided that this Agreement is signed and executed by December 31, 2018.

10. Traffic Analysis. Prior to conducting further design of the Project, Weidner must conduct a traffic analysis based on the Project Parameters. This analysis must identify potential traffic mitigation projects, both on-site and off-site. The analysis must consider how specific uses (e.g. residential, office, and retail) influence traffic capacity, travel time, levels of service and safety. Examples of off-site improvements are: intersection improvements at 65th Ave NE and SR522; NE 175th St and 61st Ave NE; SR522 and 61st Ave NE; underpass at 67th Ave NE (or other location) that provides a north-south vehicular and pedestrian connection between the Property and downtown north of SR 522; and underpass at NE 175th St that provides an east-west vehicular and pedestrian connection between the Property and 175th St, east of 68th Ave NE.

11. Project Studies and Documents. Weidner agrees to provide the City with all studies, plans, documents and information prepared to develop the proposed Project analyzed in the HR&A Study and all subsequent information used to develop the proposed Project. Such information includes but is not limited, to the geotechnical report and other information used to calculate piling costs. The City agrees to provide Weidner with all studies, plans, documents and information prepared in support of proposed Project review.

12. Timeline for Development. The Parties are making a good faith effort to break ground and begin construction on the first phase of the Project by the third quarter of 2022, with an anticipated substantial completion date of the first phase by the end of 2024. Project phases will commence according to a flexible schedule to be determined in a development agreement.

13. Project Work Group. To facilitate redevelopment of the Property and implementation of the Project, the Parties agree to establish a project development group (Project Group) comprised of the City Manager, City Director of Development Services, Project Manager (described in the Extension Agreement), Weidner representatives, Project architect, and Project civil engineer. The Project Group shall monitor compliance with and progress under this Agreement and the Extension Agreement, with the goal of facilitating redevelopment of the Property and implementation of the Project as expeditiously as possible. The Work Group shall identify and implement a process, possibly through an expedited permitting agreement, to expedite the review of permit applications for the Project. The Work Group shall meet at least once a month, and more frequently on a case-by-case basis if agreed to by the City Manager and a Weidner representative.

14. Project Impact on Neighboring Properties and Businesses. The Parties acknowledge that SEPA review and permitting processes will acknowledge, review, and address potential environmental and other impacts associated with the Project. The Parties agree to reasonably conduct studies of the effect and impact of the Project on nearby businesses and property, such as the effect and impact of the Project on nearby seaplane operations as recognized by the Federal Aviation Administration, and to adequately address the effects and impacts to such businesses and property that may be identified in such studies. Size and locations of buildings must be sensitive to and not interfere with Kenmore Air seaplane flight path operations.

10/17/2018 version – DRAFT

ATTACHMENT 2

15. Relationship to Extension Agreement. The terms and conditions of the Extension Agreement shall continue to apply to the Property and the Project, except as superseded by this Agreement. In the event of a conflict between this Agreement and the Extension Agreement, this Agreement shall prevail.

16. Effective Date and Term. This Agreement shall be effective on January 1, 2019 and shall terminate on December 31, 2020 or the date of commencement of construction of phase 1 of the Project, whichever occurs first; provided, that if the City and Weidner enter into a development agreement before the termination of this Agreement, this Agreement shall terminate on the effective date of the development agreement.

17. Notices. All notices and other communications under this Agreement shall be in writing by email, facsimile, regular U.S. mail or certified mail, return receipt requested. If to the City, the notice shall be sent to:

City of Kenmore
Attn: Bryan Hampson, Development Services Director
18120 68th Avenue NE
Kenmore, Washington 98028

or to such other person or place as the City shall furnish to the Parties in writing. If to Weidner, the notice shall be sent to:

Weidner Apartment Homes
Attn: _____, Acquisition and Land Development Director
9757 NE Juanita Drive, #300
Kirkland, Washington 98034

or to such other person or place as Weidner shall furnish to the City in writing. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

18. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

19. Entire Agreement; Amendment. This Agreement contains the entire written agreement of the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by both Parties.

20. Successors and Assigns. All the provisions, conditions, regulations and requirements contained in this Agreement shall not be binding on successors and assigns.

21. No Third-Party Rights. This Agreement is solely for the benefit of the Parties and gives no right to any other party or person.

10/17/2018 version – DRAFT

ATTACHMENT 2

22. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other Party.

23. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

24. Enforcement; No Waiver; Prevailing Party Costs. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party. If any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against another Party, all such fees, costs and expenses shall be recoverable by the prevailing Party. The failure of a Party to exercise any right or enforce any provision of this Agreement shall not be considered a waiver of such right or enforcement remedy.

25. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

CITY OF KENMORE

LAKEPOINTE, INC.

Rob Karlinsey, City Manager

Printed name: _____

Its: _____

Date: _____

Date: _____

PIONEER TOWING CO.

WEIDNER APARTMENT HOMES

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT #3

Draft – 10/1/2018

Lakepointe				
Council Comments and Requests from September 11, 2018 Council Meeting				
Comment/Request	Council Member	Appropriate Timing		
		Parameter Agreement	Development Agreement	SEPA/ Permitting
High-level traffic and parking analysis	Mayor Baker	X		
View corridors from off-site	CM Srebnik	X	X	X
Traffic mitigation include future transit improvements	Deputy Mayor Herbig	X		
Traffic mitigation include access to Burke Gilman Trail	Deputy Mayor Herbig	X		
Traffic Mitigation include passenger only ferry	Mayor Baker	X		
Project to coordinate with ST3	CM Curtis	X		
Project renderings	CM Denuski		X	X
Range of contribution to indoor aquatic recreation facilities	CM Marshall	X		
Range of impacts and or mitigation measures for lake traffic to include boating and aerospace traffic	CM Marshall			X
Range for potential monitoring emissions from neighboring industry and potential effects of proposed inhabitants of this project	CM Marshall	X		
Range of study for potential impacts on salmon passage related to increased marine traffic from the project	CM Marshall			X
How the increased density will relate to the traffic, in all 3 components of the plan, residential retail and office	CM Smith	X		
Community benefit called out as a significant component	CM Smith	X	X	
As a public benefit, the Project should provide enhanced open space that is over and above what's already required in the p-suffix'	CM Smith	X		
View corridors	CM Smith	X	X	X
Callout that diminished retail component is a diminished public benefit	CM Smith		X	
There is public benefit having more owner-occupied units	CM Smith		X	
Scale of open space relative to the project	CM Smith		X	
Address impacts to increasing any development scale above and beyond what	CM Smith			X

Lakepointe
Council Comments and Requests Cont.
Page 2 of 2

Lakepointe				
Council Comments and Requests from September 11, 2018 Council Meeting				
Comment/Request	Council Member	Appropriate Timing		
		Parameter Agreement	Development Agreement	SEPA/ Permitting
the CSDP approval was, specific impacts to neighboring properties whether its residential or business				
Recognize heavy manufacturing has been terminated on the site, that heavy manufacturing is a legal non-conforming use, which has already terminated on major portion of site, and the site has been rezoned	CM Smith		X	
Have flexibility with definitive metrics so that if we shift from one component to another as we go forward we all are on the same page	CM Smith		X	
Like to see clearly defined parking, whatever it is. Not saying what you need to do to deviate from it but we all understand precisely when we deviate from it how does that impact the overall program	CM Smith		X	
Project renderings and visuals	CM Smith		X	X
Workables as far as the revenue side and what helps close the feasibility gap- everything that was called out in the analysis all appear to be relatively reasonable workables	CM Smith	X		
Different phasing process rather than having everything completed up front	CM Smith	X		
Boating safety	CM Curtis			X
Affordable housing at 30-50% ami	Mayor Baker	X		



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

Presentation of 2019-2020 Proposed Biennial Budgets for the following departments and funds: City Clerk, Finance and Administration, Legal, Non Department, Public Safety, Public Works Engineering, Community Development, Development Services, Impact Fee Funds, Transportation Benefit District and Real Estate Excise Tax Funds.

Proposed Council Action/Motion:

Presentation of 2019-2020 Proposed Biennial Budgets for the following departments and funds: City Clerk, Finance and Administration, Legal, Non Department, Public Safety, Public Works Engineering, Community Development, Development Services, Impact Fee Funds, Transportation Benefit District and Real Estate Excise Tax Funds.

For Council Meeting Agenda of: October 22, 2018

Departments: Finance and Administration
Director Joanne Gregory; Community Development
Director Debbie Bent; City Engineer John Vicente;
Police Chief Pete Horvath, Development Services
Director Bryan Hampson

Prepared by: Joanne Gregory, Finance and
Administration Director

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

Joanne Gregory 10-19-18

John Vicente 10-19-18

Debbie Bent 10-19-18

Exhibits/Attachments:

Presentation to be uploaded by October 19, 2018

INFORMATION/BACKGROUND:

The 2019-2020 proposed biennial budget discussions will continue with presentations for the following departments and funds: City Clerk, Finance and Administration, Legal, Non Department, Public Safety, Public Works Engineering, Community Development, Development Services, Impact Fee Funds, Transportation Benefit District and Real Estate Excise Tax. A power-point and staff presentation will be provided.

FISCAL CONSIDERATION:

The 2019-2020 preliminary budget book includes Department and Fund budget details for the following:

City Clerk	page 103
Finance and Administration	page 103
Legal	page 111
Non Department	page 114
Public Safety	page 116
Public Works Engineering	page 120

Community Development	page 126
Development Services	page 135
Transportation Benefit District Fund	page 166
Impact Fee Funds	page 185
Real Estate Excise Tax Fund	page 174



**City Council
Meeting
October 22, 2018**

**City of Kenmore,
Washington
2019-2020
Proposed Budget**

**Review of General Fund
Departments:
City Clerk, Finance and
Administration,
Legal, Non Department,
Public Safety,
PW Engineering,
Community
Development,
Development Services,
Impact Fee Funds,
Transportation Benefit
District,
REET**



City Clerk

- Council support, agenda preparation, meeting minutes, Municipal Code, archives, Human Services contracts

Preliminary Budget

- Total \$864,966
 - 103% increase over 2017-2018
- 3.3% of General Fund

% Increase

- Transferred Human Services Contract from City Manager Dept \$346,681
- Voter Registration and Election Expense \$157,000



City Clerk

Budget Highlights and Changes

- **Human Services Contracts**
 - Now managed by the City Clerk
 - Formula: Per capita is \$7.53 with a population of 22,290.
 - Budget is \$172,588 per year.
 - 48 applications received for \$408,701 in funding requests.
 - Recommendation is to fund 28 programs totaling \$172,545.
- **Voter Registration**
 - Unfunded mandate.
 - Voter registration costs have gone up 76% between 2011 and 2017. Per voter, the voter registration cost for Kenmore has gone up 57% over the same period.

Finance and Administration

- Budget, Financial and Accounting Services, Personnel Services, Risk Management, Information Technology

Preliminary Budget

- Total \$1,911,887
 - 14.29% increase over 2017-2018
- 7.4% of General Fund

FTE's

- 4 FTEs:
- Finance and Administration Director, Accountant, Accounting Technician, City Clerk

Budgeting and Financial Reporting

- Biennial Budget Preparation and Monitoring
- Monthly Financial Reports
- Financial and Accountability Audits
- Capital Improvement Planning
- Long Range Financial Planning
- Debt Management
- Investments

Human Resource Management

- Recruitments
- Employee Benefits including Health, Retirement,
- Salary Studies
- Risk Management
- Personnel Policies

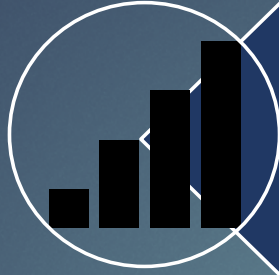
Information Technology

- Financial System Maintenance
- Network and Workstation Maintenance and Upgrades
- Software Upgrades and Enhancements
 - Secure Share and Sharepoint coming soon!

Finance and Administration Budget Highlights and Changes

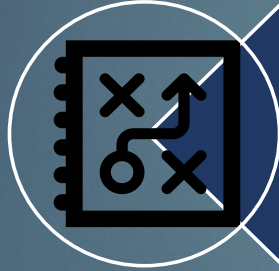
- **Liability Insurance** increased \$142,900
 - Increased worker hours and claims
- **GIS** capabilities \$100,000
 - City has very limited resources and demand is increasing
- **Telephone System** \$35,000
 - 20 years old
 - Reached expansion limit, some equipment cannot be replaced

Top PBB Programs By Score



Budget Monitoring/Amendments

- Personnel = \$18,535
- Non Personnel = \$465



CIP Development

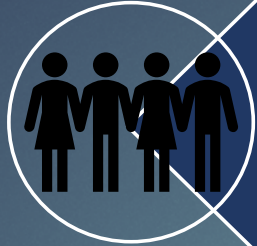
- Personnel = \$39,322
- Non Personnel = \$965



Biennial Budget Development

- Personnel = \$87,656
- Non Personnel = \$5,152

Top PBB Programs By \$\$ Value



Risk Management (Quartile 2)

- Personnel = \$3,707
- Non Personnel = \$461,995 (Liability & Property Premiums)



Council Mtg Management, Support (Quartile 1)

- Personnel = \$87,017
- Non Personnel = \$117,403 (Elections, Icompass, Voter Reg)



Administration (Quartile 4)

- Personnel = \$173,648
- Non Personnel = \$20,445

Legal

- Land use advice, contracts and intergovernmental agreements, and drafting ordinances and resolutions, attends City Council meetings.
- Services are provided by contract.

Preliminary Budget

- \$530,000
 - 5% increase over 2017-2018
- 2% of General Fund Budget

Top PBB Programs

Legal Support
and Advisement
\$166,670
Quartile 2

Council Meeting
Support
\$125,000
Quartile 2

Contracts and
Agreements (Q1)
Executive Session
Support (Q1)
Policy and Procedure
Development (Q1)
Public Records
Requests (Q2)
Special Counsel (Q4)
Total - \$208,330

Non Department

- General Fund ending fund balance
- Transfers from the General Fund to other funds

Preliminary Budget

- Transfers:
 - \$1,174,969 to Street Fund
 - 2020 Projected Ending Fund Balance = \$3,823,626 (29% of 2020 expenditure budget)



Public Safety

- Provides: police, jail, court, prosecution and public defense services.
- Police and court services are provided through contracts with King County
- Jail services are provided through a contract with South Entity (SCORE) and King County.

Preliminary Budget

- Total 2019-2020 Budget \$9,183,991
 - 4.29% increase over 2017-2018 Budget
- 33% of General Fund

FTE's

- Chief, Detective, 12 Officers (14 contracted positions)

Budget Highlights

- Police contract \$7,412,180 (2 yrs)
 - 2020 Budget \$3,782,680 (4% from 2019, plus SET costs)
 - 2019 Budget \$3,629,500 (5% from 2018, plus retro, plus SET costs)
 - 2018 Contract = \$3,390,976

Budget Highlights

- School Resource Officer funds: \$50,000 per year, w/\$31K from Northshore School District; added additional day at the school
- Court \$260,000 (2 yrs) = 4.26% decrease
- Jail contracts \$900,000 (2 yrs) =19.87% decrease

Total \$8,806,304



Priority Based Budgeting



▶ Police Patrol Services	\$4,047,130
▶ Traffic Enforcement	\$1,164,810
▶ Eight Grade Drug & Alcohol Education	\$142,324
▶ High School DUI Re-enactment Drill	\$103,559
▶ Junior High Dance Sponsorship	\$25,110
▶ Sixth Grade Drug Awareness & Safety	\$22,893



Public Works Engineering

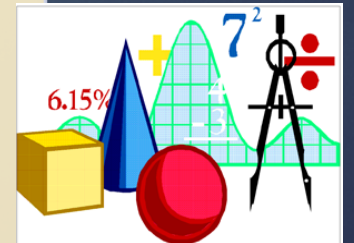
- The Engineering Division of Public Works is responsible for Capital Project Management, Engineering Development Review and Inspection, Franchise Utility Permits, and maintenance of right of way standards.

Preliminary Budget

- Total 2019-2020 Budget \$1,788,570
 - 20% increase from 2017-2018 budget
 - Addition of Public Works Director Consultant (2019)
 - PW Admin – 0.4 FTE
 - Peak Period Assistance with Development Review
- 6.9% of Total General Fund

FTEs

- FTEs: 5.40
- City Engineer
 - Permit and Administrative Specialist (0.4 FTE)
 - Senior Civil Engineer
 - Civil Engineer (Development Review)
 - Civil Engineer (Capital Projects)
 - Senior Engineering Technician



2019- 2020 Budget Highlights

- Add new administrative assistant position
- Continuation of project manager position (West Sammamish River Bridge)
- General Consulting budget includes:
 - Part time Public Works Director,
 - development review and traffic engineering assistance,
 - assistance with engineering service needs not associate with a Capital Project.

Priority Based Budgeting High Score Programs

Capital Projects

CIP Project Construction
Management/Insp. (1)*

CIP Project Design/Environmental (1)

CIP Project Grant

Applications/Funding Management
(1)

CIP Project Right of Way Acquisition
(1)

Traffic Safety

Target Zero (1)

Local Road Safety Plan (2)

Traffic Accident (Crash) Data (3)

Traffic Counts (3)

Engineering Development Review

Development Review (1)

Development Inspections (1)

* Quartile Rating

Community Development

- Long-range strategic planning and policy development
- Comprehensive Plan development and implementation
- Park planning and development
- Project management and grant management

Preliminary Budget

- Total 2019-2020 Budget \$1,748,893
- 1.9% increase over 2017-2018 budget
- 6.8% percent of General Fund

FTEs

- 4.5 FTE's
 - Community Development Director
 - Senior Planner
 - Two Park Project Manager positions
 - 1/2 FTE Administrative Assistant (shared with Development Services)



2019-2020 Budget Highlights Planning

- Develop regulations for Preservation of Existing Affordable Housing, Mobile Home Park project (docket item 2018, complete 2019).
- Develop regulations for the Critical Area Regulation and Shoreline Master Program updates (docket item 2018, complete 2019).
- Support the Planning Commission and Council on the 2019 and 2020 docket related to Comprehensive Plan and development regulation amendments. Council approves the docket annually in January (estimate 6-8 docket items).

2019-2020 Budget Highlights Parks

- Manage the 10 park capital projects adopted in the Park Capital Improvement Program.
- Update the Park Recreation and Open Space Plan (last updated 2013).
- Update the rate study (adopted 2001) and develop recommendations related to Park Impact fees.
- Manage grant contracts for awarded funding for the park capital projects (estimate 8 grant contracts).
- Apply for grants to support park capital projects (estimate 6 applications).

2019-2020 Budget Highlights

- \$155k Planning Support: Consultant support related to: updating the PROS plan and Rate Study for Park Impact Fees (\$100k); Grant and other support (\$55k).
- \$120k Park Support: Consultant support related to comprehensive plan amendments and implementation.

PBB Highlights

Parks:

\$282,661 - Parks Project Management: Design & Permitting (Q1)

\$114,562 - Parks Project Management: Construction Inspection (Q2)

\$105,336 - Parks Grant Preparation & Administration (Q2)

Planning:

\$149,140 – Comprehensive Plan Implementation (Q1)

\$115,732 – Comprehensive Plan Amendments Preparation (Q1)

\$111,991 – Affordable Housing (Q3)

Development Services

- The Development Services Department is responsible for oversight of land and building development throughout the City. The Department's mission is to implement the City Council's vision of providing a safe and secure community; sustainable, healthy environment; and a desirable place to work and live.

Preliminary Budget

- Total 2019-2020 Budget = \$2,184,288
 - 5% increase over 2017-2018
- 8.4% of General Fund

FTEs

- 5.5 FTEs: Development Services Director, Associate Planner, Building Inspector/Plans Examiner, Building Inspector/Code Enforcement, Permit & Administrative Specialist, ½ FTE Admin Assistant
- Plus Temporary Building Inspector/Plans Examiner

Development Activities

- While the number of new single-family applications continue be low, multi-family townhomes are expected to increase.
- Complete and issue Certificate of Occupancies for The Flyway.
- Assist with the Lakepointe property development negotiations and process the associated permits and agreements.
- Continue to provide inspections and services for the rehabilitation of the existing Saint Edward Seminary building.

2019-2020 Budget Highlights

- This period should be a pivotal period for the Lakepointe project. Expected to receive a site plan application and accompanying environmental and secondary applications.
- No new programs. Focus on refining current programs.

Permit Intake and Management

- Development Review Team Meetings: occur at pivotal points of development; pre-application; permit review; and pre-occupancy.

Permit Review

- There are up to six separate review functions that may apply to a single project:
 - (1) Zoning and Land-use;
 - (2) Environmental;
 - (3) Clearing and Grading;
 - (4) Storm and Surface Water;
 - (5) Traffic and Parking; and
 - (6) Building and Structures



Construction Inspections and Monitoring Projects after Completion

- There are inspections that occur throughout the building process as well as a monitoring period for improvements that the City will inherit, or associated with mitigation for a critical area other site improvement activities as required.

Other Programs

- Code Enforcement
- Emergency Management
- Lakepointe Planning
- Mybuildingpermit.com
- Training and Conferences

Park Impact Fees

- Revenues from new development activity that creates additional demand and need for public parks.
- The 2018 park impact fee is \$2,642 for a single-family residence, \$1,727 for a multi-family unit and \$821 for a mobile home.
- Transfers from this fund support the City's Park Capital Improvement Program which includes acquisition and improvements to parks and trails.

Preliminary Budget

- 2019-2020 Projected Impact Fee Revenue
Plus Investment Interest \$491,864
- 2019-2020 Transfers to the Park Capital Fund \$347,000
 - Twin Springs Interim Use Plan (\$100,000)
 - Rhododendron Park Float Mitigation (\$4,000)
 - Squires Float Mitigation (\$8,000)
 - Rhododendron Park Boathouse (\$10,000)
 - St. Edward Ballfield EIS (\$225,000)
- 2020 Budgeted Ending Fund Balance \$478,795



Transportation Impact Fees

- City-imposed transportation impact fees received from new development activity that creates additional demand and need for transportation improvements.
- The 2018 transportation impact fee for a single-family residence is \$9,600 and \$7,113 for an apartment unit.
- Expenditures for planning, land acquisition, improvements, construction, engineering, architectural, permitting, financing and administrative expenses, applicable impact or mitigation costs and any other transportation expenses which can be capitalized.

Preliminary Budget

2019-2020 Projected Impact Fee Revenue
(Plus Investment Interest) \$1,981,991

- 2019-2020 Total Preliminary Expenditures \$1,216,663
Transfers to Transportation Capital Fund:
Sidewalk projects (\$320,887)
68th Ped. And Bike Safety (\$500,000)
W. Samm Bridge Fund (\$395,776)
- 2020 Budgeted Ending Fund Balance \$2,779,215



Transportation Benefit District

- Accounts for \$20 vehicle fee.
- The purpose of the fee is to support transportation improvements and road preservation efforts.

Preliminary Budget

• 2019-2020 Projected Revenue	\$718,000
• Vehicle License Fees and Investment Interest	
• 2019-2020 Total Preliminary Expenditures	\$716,000
• Transferred to the Street Fund	
• 2020 Budgeted Ending Fund Balance	\$109,234



Real Estate Excise Tax

- Accounts for the collections and appropriation of the two, one-quarter percent (total of .5%) real estate excise tax revenues (REET) levied by the City.
- Can only be used for capital expenditures following adoption of a Capital Facilities Plan (CFP).

Preliminary Budget

- 2019-2020 Projected Revenue \$2,665,916
 - Taxes and Investment Interest
- 2019-2020 Total Preliminary Expenditures \$5,205,050
 - Transfers to Repay Strategic Opp Fund \$ 360,000
 - Transfers to Park Capital Fund \$ 900,000
 - Transfers to Transportation Capital Fund \$3,945,050
- 2020 Budgeted Ending Fund Balance \$64,609



**Next Week: City
Council Meeting
October 29, 2018**

**City of Kenmore,
Washington
2019-2020
Proposed Budget**

**Department
Presentations:
Public Works
Maintenance, Street
Fund, Strategic
Reserve Fund,
Strategic
Opportunities Fund,
Public Art Fund, 2016
Bond Fund, W&W**