



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED Special and Regular City Council Meeting Agenda
5:30 p.m., Monday, November 13, 2017
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. 5:30 p.m. - CALL SPECIAL MEETING TO ORDER

II. RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- A. Discussion of Potential Litigation or Litigation per RCW 42.30.110 (1) (i), Property Negotiations per RCW 42.30.110 (1) (b) and Lease Negotiations per RCW 42.30.110 (1) (c) for approximately 90 minutes.

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. RECONVENE BACK TO REGULAR SESSION

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

VIII. PRESENTATION

- A. Gary Zornes, MPO, Retirement

IX. 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.

X. CONSENT AGENDA

- A. The following checks and electronic payments are approved for payment:
Total Check #38081 through #38215 in the amount of \$850,218.78.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic
Deposits Dated: 10/13/2017 in the amount of \$96,041.44.
[Check Vouchers](#)
- B. The following checks and electronic payments are approved for payment:
Total Check #38216 through 38341 in the amount of \$1,184,024.13.
Total Payroll Check #10083 in the amount of \$708.29.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic
Deposits Dated: 10/27/2017 in the amount of \$99,734.89.
[Check Vouchers](#)
- C. City Council Meeting Minutes of October 9, 2017 and October 16, 2017
[10 09 2017 Minutes](#)
[10 16 2017 Minutes](#)
- D. Reappoint Three Existing Planning Commissioners (Carol Baker, Mike
Mulcare and Scott McDonald) to Additional 3-Year Terms
[Agenda Item](#)
- E. Authorize the City Manager to Execute Amendment No. 4 to Contract No. 16-
C1502 with Macleod Reckord for Professional Services in the Amount of
\$13,240.
[Agenda Item](#)
- F. Authorize the City Manager to Execute Agreement 17-C1802 for Surface Water
Management Fee Billing and Revenue Collection Services with King County
[Agenda Item](#)
- G. Approve an Amendment to the City Manager's Employment Agreement
[Agenda Item](#)
- H. Authorize the City Manager to Execute an Interlocal Agreement with the City
of Lake Forest Park for Traffic Engineering Services
[Agenda Item](#)
- I. Cancel the Regular Council Meeting of November 20, 2017

XI. PUBLIC HEARING

- A. Proposed Tax Levies for 2018 - Joanne Gregory, Finance and Administration
Director
[Agenda Item](#)
- B. Mid Biennial Review Amendments to the 2017-2018 Biennial Budget and
Salary Plan for 2018 - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
[Presentation](#)
- C. Revisions to the Zoning Code Addressing "Small Cells" Amendments - Debbie

Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)

- D. Ordinance 17-0445; Amending KMC Sections Related to Billboard Regulations
- Bryan Hampson, Development Services Director
[Agenda Item](#)

XII. BUSINESS AGENDA

- A. Ordinance 17-0446 Amending KMC Sections 18.20.2765 and 18.60.050 for Small Cell Wireless Communication Facilities within the City - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)
- B. Ordinance 17-0445 Amending KMC Sections 18.42.040, 18.42.150 and 18.100.020; Repealing KMC Sections 18.42.160, 18.42.170, 18.42.180, and 18.42.190 and 18.42.200 Related to Billboard Regulations - Bryan Hampson, Development Services Director
[Agenda Item](#)
- C. Review and Discussion of Resolution No. 17-303 Adopting Updated Purchasing Policies and Procedures - Janet Quinn, Management Analyst
[Agenda Item](#)
[Presentation](#)
- D. Walkways and Waterways Park Projects Update - Maureen Colaizzi, Ann Stanton and Debbie Bent - Community Development
[Agenda Item](#)
- E. Comprehensive Plan Amendments Related to School Impact Fees - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)
- F. Authorize the City Manager to Sign and Execute and Amendment to the Commercial Site Development (CSDP) and Transportation Mitigation Agreement (TMA) Extension and Funding Agreement for the Lakepointe Project - Rob Karlinsey, City Manager
[Agenda Item](#)

XIII. STAFF REPORT

XIV. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

Monday, November 20, 2017 Regular City Council Meeting CANCELED

Monday, November 27, 2017 Regular City Council Meeting

January 5-6, 2018 City Council Retreat

January 17, 2018 State of the City Address 11:30 a.m. - Inglewood Golf Course



City of Kenmore

Voucher Certification and Approval

Payment Dates 10/07/2017 - 10/20/2017

Voucher Certification and Approval

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

Total Check # 38081 through 38215 \$ 850,218.78

Total Payroll/Taxes/Flexible Spending & Health Savings Acct. Electronic Deposits Dated: 10/13/2017 \$ 96,041.44

R. L. L. 10-26-17
City Manager / Date

Deanna J. Gregory 10-25-17
Finance Director / Date

Vendor Name	Check #		Description (Pavable)	
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Ins Contributions	790.71
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Ins Contributions	111.35
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Ins Contributions	65.52
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Insurance	42.75
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Insurance	4.62
AWC EMPLOYEE BENEFITS	38081	10/13/2017	Employee Health Insurance	3.94
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	180.14
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	32.86
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	35.28
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	700.87
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	127.82
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	137.26
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	96.34
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	2.19
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	6.31
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	174.52
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	3.97
DEPARTMENT OF LABOR AND INDUSTRIES	38082	10/13/2017	City of Kenmore	11.40
DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	1,674.22
DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	15,861.65
DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	1,587.81
DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	1,371.75

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	804.63
DEPARTMENT OF RETIREMENT SYSTEMS	38083	10/13/2017	Public Employees Retirement	734.60
DRS 457	38084	10/13/2017	DRS 457 Deferred Comp	535.00
ICMA RETIREMENT TRUST 457 - 304745	38085	10/13/2017	ICMA 457 Deferred Comp	2,273.07
ICMA RETIREMENT TRUST 457 - 304745	38085	10/13/2017	ICMA 457 Deferred Comp	662.26
NATIONWIDE FINANCIAL 401a	38086	10/13/2017	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	38086	10/13/2017	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	38086	10/13/2017	City of Kenmore 401a	9,750.65
NATIONWIDE FINANCIAL 401a	38086	10/13/2017	City of Kenmore 401a	902.93
NATIONWIDE FINANCIAL 401a	38086	10/13/2017	City of Kenmore 401a	779.59
NATIONWIDE RETIREMENT SOLUTIONS 457	38087	10/13/2017	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	38087	10/13/2017	Nationwide 457 Deferred Comp	45.00
STATE OF FLORIDA DISBURSEMENT UNIT	38088	10/13/2017	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	38089	10/13/2017	Employee Charitable Contribution	52.00
DEPARTMENT OF LABOR AND INDUSTRIES	38090	10/13/2017	City of Kenmore	1.77
DEPARTMENT OF LABOR AND INDUSTRIES	38090	10/13/2017	City of Kenmore	1.76
DEPARTMENT OF LABOR AND INDUSTRIES	38090	10/13/2017	City of Kenmore	6.87
DEPARTMENT OF LABOR AND INDUSTRIES	38090	10/13/2017	City of Kenmore	6.86
ACTION ENTERTAINMENT	38091	10/20/2017	Entertainment for Kenmore Middle School Dance	600.00
BAKER, DAVID	38092	10/20/2017	Oct. 3rd-16th Mileage Reimbursment	23.01
BAKER, DAVID	38092	10/20/2017	Oct. 3rd-16th Mileage Reimbursment	180.29
BANNER BANK BAKER	38093	10/20/2017	Hotel/Airfare/Meals/Transportation	11.00
BANNER BANK BAKER	38093	10/20/2017	Hotel/Airfare/Meals/Transportation	1,347.03
BANNER BANK BH	38094	10/20/2017	VOID	-
BANNER BANK JGORDON	38095	10/20/2017	VOID	-
BANNER BANK LD	38096	10/20/2017	Survey Monkey Monthly Membership	26.00
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	167.20
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	75.56
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	36.00
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	27.42
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	6.08
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	126.89
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	122.71
BANNER BANK NO	38097	10/20/2017	Parking/Supplies/Meeting Expenses	6.08
BANNER BANK RK	38098	10/20/2017	Supplies/Business Meeting Meals/Parking	8.14
BANNER BANK RK	38098	10/20/2017	Supplies/Business Meeting Meals/Parking	114.13
BANNER BANK RK	38098	10/20/2017	Supplies/Business Meeting Meals/Parking	57.20
BANNER BANK RK	38098	10/20/2017	Supplies/Business Meeting Meals/Parking	59.51
BERRY SIGN SYSTEMS	38099	10/20/2017	17-C1718 Diva Espresso Monument	12,011.58
BRAVO ENVIRONMENTAL , NW INC.	38100	10/20/2017	9/27 Vactor Services	1,796.25
BRAVO ENVIRONMENTAL , NW INC.	38101	10/20/2017	9/26 Vactor Services	1,248.00

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

BRAVO ENVIRONMENTAL , NW INC.	38102	10/20/2017	9/28 Vactor Services	1,447.50
BRAVO ENVIRONMENTAL , NW INC.	38103	10/20/2017	10/2 Vactor Services	1,920.00
BRAVO ENVIRONMENTAL , NW INC.	38104	10/20/2017	10/5 Vactor Services	2,876.71
BRAVO ENVIRONMENTAL , NW INC.	38105	10/20/2017	9/25 Vactor Services	1,104.00
BRAVO ENVIRONMENTAL , NW INC.	38106	10/20/2017	9/29 Vactor Services	3,204.50
BUILDERS EXCHANGE OF WASHINGTON INC	38107	10/20/2017	Sept. Online Projects Publishing	25.00
BUILDERS EXCHANGE OF WASHINGTON INC	38107	10/20/2017	Sept. Online Projects Publishing	25.00
BUILDERS EXCHANGE OF WASHINGTON INC	38107	10/20/2017	Sept. Online Projects Publishing	72.50
CADMAN MATERIALS, INC.	38108	10/20/2017	Asphalt for Pothole Repairs	26.91
CALPORTLAND COMPANY	38109	10/20/2017	Cottonwood Grove Drainage Materials	90.54
CALPORTLAND COMPANY	38110	10/20/2017	Cottonwood Grove Drainage Materials	76.06
CITY OF BELLEVUE	38111	10/20/2017	3rd Qtr My Building Permit Dues	4,075.25
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	466.29
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	18,387.00
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	19,122.48
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	77.72
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	36,038.52
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	34.54
CITY OF LAKE FOREST PARK	38112	10/20/2017	Sept. Public Works Crew Services	552.64
COLUMBIA RIDGE LANDFILL	38113	10/20/2017	Sept. Street Sweeper Debris Disposal	653.13
COMCAST BUSINESS	38114	10/20/2017	10/14-11/13 City Hall Cable/Internet	152.06
COMCAST BUSINESS	38115	10/20/2017	City Hall Phone Services	369.28
COMCAST BUSINESS	38116	10/20/2017	10/10-11/09 Squire's Landing Internet	69.95
COMCAST BUSINESS	38117	10/20/2017	City Hall/Incubator/Hangar Bldg. Internet	788.47
COMCAST BUSINESS	38117	10/20/2017	City Hall/Incubator/Hangar Bldg. Internet	463.52
COMCAST BUSINESS	38117	10/20/2017	City Hall/Incubator/Hangar Bldg. Internet	563.41
DEPARTMENT OF ECOLOGY	38118	10/20/2017	NPDES Phase 2 Permit 7/1/17-6/30/18	15,290.82
EVER-MARK, LLC	38119	10/20/2017	Downtown Plan Signage	1,343.10
EVER-MARK, LLC	38120	10/20/2017	Kenmore Seaplane T-Shirts	885.65
FERGUSON ENTERPRISES INC #1539	38121	10/20/2017	Cottonwood Grove Drainage Materials	32.20
FERGUSON ENTERPRISES INC #1539	38122	10/20/2017	Cottonwood Grove Drainage Materials	37.68
FERGUSON ENTERPRISES INC #1539	38123	10/20/2017	Cottonwood Grove Drainage Materials	791.81
FERGUSON ENTERPRISES INC #1539	38124	10/20/2017	Cottonwood Grove Drainage Materials	583.96
FINANCIAL CONSULTING SOLUTIONS GROU	38125	10/20/2017	Public Works Service Analysis thru 9/22	5,793.75
FIRE PROTECTION, INC	38126	10/20/2017	Fire Alarm Service	860.75
FRONTIER	38127	10/20/2017	9/28-10/27 City Hall Phone Service	443.57
FRONTIER	38128	10/20/2017	9/28-10/27	608.57
FRUHLING SAND & TOPSOIL	38129	10/20/2017	Rhododendron Park Brush Disposal	497.50
GALLATIN PUBLIC AFFAIRS	38130	10/20/2017	Sept. Medial Relations & Marketing Svcs	3,500.00
GOOD TO GO	38131	10/20/2017	Toll Fee-MBP Team Mtg City of Snoqualmie	2.75
GORDON THOMAS HONEYWELL	38132	10/20/2017	Sept. Gov't. Affairs Services	4,009.10

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

GREATER BOTHELL CHAMBER OF COMMERCE	38133	10/20/2017	Business Registration Svcs for Sept.	200.00
HALO BRANDED SOLUTIONS	38134	10/20/2017	Courtesy Is Contagious Stickers	350.64
HERMANSON COMPANY, LLP	38135	10/20/2017	City Hall HVAC Routine Maintenance	1,422.85
HORIZON DISTRIBUTORS INC	38136	10/20/2017	Logboom Park Irrigation Parts	83.96
HORIZON DISTRIBUTORS INC	38137	10/20/2017	ROW Irrigation Parts	5.13
HWA GEOSCIENCES INC.	38138	10/20/2017	17-C1730 Moorlands Park Geotech Svcs	3,827.69
iCOMPASS TECHNOLOGIES, INC.	38139	10/20/2017	iCompass Yearly Renewal Fee	10,115.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	August Legal Svcs - Executive	1,852.58
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Admin & Finance	460.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Public Works	4,432.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Public Works	2,171.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Records Requests	193.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal svcs - LakePointe	760.40
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Robert Daniels	70.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Development Svcs	4,134.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - St. Edward Seminary	253.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38140	10/20/2017	Aug. Legal Svcs - Town Green	2,713.00
JET CITY PRINTING	38141	10/20/2017	Halloween at the Hall Posters	145.75
KCDA PURCHASING COOP	38142	10/20/2017	Moorlands Park Playground Equipment	94,460.89
KING COUNTY FINANCE	38143	10/20/2017	Aug. Adult/Juvenile Detention Community Work Program	1,330.00
KING COUNTY SHERIFF	38144	10/20/2017	September Police Services	276,220.17
KING COUNTY SHERIFF	38145	10/20/2017	July Police Dept. School District Overtime	1,116.98
KING COUNTY SHERIFF	38146	10/20/2017	July Movies at the Square Police Enforcement	288.42
KING COUNTY SHERIFF	38147	10/20/2017	4th of July Police Enforcement	1,612.90
KPFF CONSULTING ENGINEERS	38148	10/20/2017	15-C1484 On Call Prof. Svcs through 8/25/17	517.77
KPFF CONSULTING ENGINEERS	38148	10/20/2017	15-C1484 On Call Prof. Svcs through 8/25/17	15,116.84
KPFF CONSULTING ENGINEERS	38148	10/20/2017	15-C1484 On Call Prof. Svcs through 8/25/17	226.99
KPFF CONSULTING ENGINEERS	38148	10/20/2017	15-C1484 On Call Prof. Svcs through 8/25/17	33.95
KRAZAN & ASSOCIATES, INC.	38149	10/20/2017	17-C1687 62nd/185th-181st Testing & Inspection	830.00
KRAZAN & ASSOCIATES, INC.	38150	10/20/2017	17-C1686 202nd/66th Testing & Inspection Svcs	1,038.00
LAW OFFICE OF JOHN RONGERUDE, PS	38151	10/20/2017	Oct. 5th Conflict Defense Svcs.	300.00
MARSHBANK CONSTRUCTION	38152	10/20/2017	14-C1328 SR522 West A	8,991.38
MCMILLAN, RANDY	38153	10/20/2017	17-C1801 Musicians for KBA Open House	250.00
MIXED BROOD COMICS, LLC	38154	10/20/2017	17-C1747 Hank Heron Design Work 8/20-9/24	1,100.00
MOTT MACDONALD GROUP, INC.	38155	10/20/2017	17-C1657 8/26-9/29 Squire's Landing Design	10,259.21
MOTT MACDONALD GROUP, INC.	38156	10/20/2017	17-C1656 Log Boom Park Preliminary Design	5,586.84
MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	38157	10/20/2017	New Hire Occupational Exam	190.00
MUNIMANAGE, LLC	38158	10/20/2017	17-C1668 Sept. Lakepointe Consulting Svcs	7,590.00
NATIONAL BARRICADE CO., LLC	38159	10/20/2017	Supplies for School Road Closure	1,104.58
NORTHSHORE FIRE DEPT	38160	10/20/2017	September Fire Marshall Review	120.00
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Logboom Park Irrigation	2,138.00
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 ROW 77th/SR522 Irrigation	6,682.30

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Rhododendron Park Restroom	620.73
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Twedt/Squire's Landing	148.79
NORTHSHORE UTILITY DIST	38161	10/20/2017	Water/Sewer 7/31-9/30 Moorlands Park Restroom	132.79
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Irrigation ROW 73rd/SR522	1,625.60
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Logboom Park Restroom	616.36
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Rhododendron Park Irrigation	5,105.00
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 Boat Launch Restroom	191.45
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 61st/SR522 Irrigation	3,288.80
NORTHSHORE UTILITY DIST	38161	10/20/2017	7/31-9/30 moorlands Park Irrigation	138.50
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	22.64
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	236.82
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	58.29
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	1,027.52
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	258.91
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	530.43
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	667.18
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	437.39
NORTHSHORE UTILITY DIST	38162	10/20/2017	September Vehicle Fuel & Maintenance	542.83
NORTHSHORE YOUTH & FAMILY SERVICES	38163	10/20/2017	17-C1699 3rd Qtr Human Services Funding	4,000.00
NORTHWEST LANDSCAPE SERVICES	38164	10/20/2017	Oct. ROW Landscape Maintenance	1,753.09
OFFICE DEPOT	38165	10/20/2017	Check Printer Toner	109.66
OFFICE DEPOT	38166	10/20/2017	Office Supplies	6.31
OFFICE DEPOT	38166	10/20/2017	Office Supplies	4.73
OFFICE DEPOT	38166	10/20/2017	Office Supplies	33.10
OFFICE DEPOT	38166	10/20/2017	Office Supplies	102.25
OFFICE DEPOT	38166	10/20/2017	Office Supplies	14.19
OFFICE DEPOT	38166	10/20/2017	Office Supplies	6.31
OFFICE DEPOT	38166	10/20/2017	Office Supplies	22.07
OFFICE DEPOT	38166	10/20/2017	Office Supplies	12.61
OFFICE DEPOT	38166	10/20/2017	Office Supplies	391.75
OFFICE DEPOT	38166	10/20/2017	Office Supplies	26.80
OFFICE DEPOT	38166	10/20/2017	Office Supplies	13.62
OFFICE DEPOT	38166	10/20/2017	Office Supplies	9.46
OFFICE DEPOT	38166	10/20/2017	Office Supplies	12.60
OFFICE DEPOT	38166	10/20/2017	Office Supplies	9.45
OFFICE DEPOT	38167	10/20/2017	Office Supplies	16.09
OFFICE DEPOT	38167	10/20/2017	Office Supplies	12.07
OFFICE DEPOT	38167	10/20/2017	Office Supplies	16.30
OFFICE DEPOT	38167	10/20/2017	Office Supplies	84.48
OFFICE DEPOT	38167	10/20/2017	Office Supplies	21.82
OFFICE DEPOT	38167	10/20/2017	Office Supplies	36.21
OFFICE DEPOT	38167	10/20/2017	Office Supplies	16.09
OFFICE DEPOT	38167	10/20/2017	Office Supplies	56.31
OFFICE DEPOT	38167	10/20/2017	Office Supplies	32.18
OFFICE DEPOT	38167	10/20/2017	Office Supplies	68.39
OFFICE DEPOT	38167	10/20/2017	Office Supplies	24.14
OFFICE DEPOT	38167	10/20/2017	Office Supplies	32.18
OFFICE DEPOT	38167	10/20/2017	Office Supplies	24.14
OFFICE DEPOT	38168	10/20/2017	First Aid Supplies	5.16
OFFICE DEPOT	38169	10/20/2017	Office Supplies	30.78
OFFICE DEPOT	38169	10/20/2017	Office Supplies	12.09
OLYMPIC ENVIRONMENTAL RESOURCES INC	38170	10/20/2017	Fall Recycling Collection Event Program	14,143.46
OSBORN CONSULTING INC.	38171	10/20/2017	12-C1081 July Surface Water On-Call Svcs	2,174.86

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

OSBORN CONSULTING INC.	38171	10/20/2017	12-C1081 July Surface Water On-Call Svcs	24,491.74
PACIFIC TOPSOILS	38172	10/20/2017	Mulch for ROW	28.33
PAWS	38173	10/20/2017	Sept. Animal Sheltering Services	540.00
PEOPLEREADY	38174	10/20/2017	9/25-9/29 Temporary Maint. Workers	1,879.90
PERTEET INC.	38175	10/20/2017	17-C1688 8/28-10/1 NE 202nd/62nd Const.	20,852.06
PERTEET INC.	38175	10/20/2017	Mgmt 17-C1688 8/28-10/1 NE 202nd/62nd Const.	20,755.75
PUGET SOUND ENERGY	38176	10/20/2017	Mgmt Sept. City Hall Electricity	2,228.75
PUGET SOUND ENERGY	38176	10/20/2017	8/31-9/29 Juanita Dr./173rd Street Lights	382.35
PUGET SOUND ENERGY	38176	10/20/2017	8/31-9/29 Traffic Signals	8.61
PUGET SOUND ENERGY	38176	10/20/2017	8/31-9/29 61st/181st Street Lights	117.42
PUGET SOUND ENERGY	38176	10/20/2017	8/31-9/29 Multiple Location Street Lights	9,424.38
QUALITY BUSINESS SYSTEMS	38177	10/20/2017	10/5-11/4 1st Floor Copier Lease	675.53
QUALITY BUSINESS SYSTEMS INC.	38178	10/20/2017	7/1-9/30 1st Floor Copier Overage Charge	2,119.99
QUALITY BUSINESS SYSTEMS INC.	38179	10/20/2017	9/2-10/1 2nd Floor Copier Lease	336.23
REPUBLIC SERVICES	38180	10/20/2017	Sept. Hangar Bldg. Solid Waste	447.21
REPUBLIC SERVICES	38181	10/20/2017	Sept. Rhododendron Park Solid Waste	631.38
RFI ENTERPRISES INC.	38182	10/20/2017	Garage Door Reader Repair	1,237.50
SARAH ROBERTS	38183	10/20/2017	Sept. Prosecution Services	10,836.09
SCHOCK, BRETT	38184	10/20/2017	Conference Expense Reimbursement	377.26
SCORE	38185	10/20/2017	July Outside Health Services	18.24
SCORE	38186	10/20/2017	September Inmate Housing	29,370.60
SIGN UP, SIGN CO, INC	38187	10/20/2017	#WhyILoveKenmore Sign	27.50
SITTS & HILL ENGINEERS, INC.	38188	10/20/2017	15-C1454 Sept. Squire's Landing Svcs	240.00
SNOHOMISH COUNTY	38189	10/20/2017	Sept. Vector Disposal Charges	2,328.00
STAPLES ADVANTAGE	38190	10/20/2017	City Hall Maintenance Supplies	218.48
STAPLES ADVANTAGE	38191	10/20/2017	City Hall & Hangar Bldg. Supplies	11.65
STAPLES ADVANTAGE	38191	10/20/2017	City Hall & Hangar Bldg. Supplies	11.65
STAPLES ADVANTAGE	38192	10/20/2017	City Hall & Hangar Bldg. Maint. Supplies	13.71
STAPLES ADVANTAGE	38192	10/20/2017	City Hall & Hangar Bldg. Maint. Supplies	13.70
STAPLES ADVANTAGE	38193	10/20/2017	City Hall Maintenance Supplies	18.12
STAPLES ADVANTAGE	38194	10/20/2017	Hangar Bldg. Maintenance Supplies	239.35
STARDOM SERVICES, INC.	38195	10/20/2017	September Incubator Bldg. Janitorial Services	510.00
STEWART MACNICHOLS HARMELL, INC.	38196	10/20/2017	September Public Defender Services	5,000.00
TIM HUNTER CREATIVE SERVICES	38197	10/20/2017	Video Production/Love of Kenmore/Hangar Opening	825.00
TOP TO BOTTOM JANITORIAL, INC.	38198	10/20/2017	September Hangar Bldg. Janitorial	1,475.00
TOP TO BOTTOM JANITORIAL, INC.	38199	10/20/2017	October City Hall Janitorial Services	3,500.00
TOTAL LANDSCAPE CORP	38200	10/20/2017	Surface Water Facility Maintenance	442.20
TOTAL LANDSCAPE CORP	38201	10/20/2017	Cleanup of Ditch by Rhododendron Park	528.00
TOWN CENTER HARDWARE	38202	10/20/2017	Sept. Public Works Supplies Purchased	11.72
TOWN CENTER HARDWARE	38202	10/20/2017	Sept. Public Works Supplies Purchased	172.25
TOWN CENTER HARDWARE	38202	10/20/2017	Sept. Public Works Supplies Purchased	3.37
TOWN CENTER HARDWARE	38202	10/20/2017	Sept. Public Works Supplies Purchased	61.55
TURNSTONE CONSTRUCTION, INC.	38203	10/20/2017	Hangar Bldg Water Feature Winterizing	566.59
U.S. BANK N.A. - CUSTODY	38204	10/20/2017	Monthly Maintenance Charges	80.00

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

UTILITIES UNDERGROUND LOCATION CTR	38205	10/20/2017	September Utility Locate Requests	207.69
VAUGHAN, KENT	38206	10/20/2017	Conference Expense Reimbursement	421.81
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	20.71
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	20.71
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	58.53
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	61.00
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	77.83
VERIZON WIRELESS	38207	10/20/2017	Cell Phones/Data 9/27-10/26	265.21
VICENTE, JOHN	38208	10/20/2017	Conference Expense Reimbursement	481.29
WASHINGTON STATE PATROL	38209	10/20/2017	W. Sammamish Bridge Weight Enforcement	324.21
WHITEMAN, TELA	38210	10/20/2017	Conference Expense Reimbursement	153.00
WHITEMAN, TELA	38210	10/20/2017	Conference Expense Reimbursement	174.78
BANNER BANK BH	38211	10/20/2017	Registration/Lodging/Meeting Exp.	162.19
BANNER BANK BH	38211	10/20/2017	Registration/Lodging/Meeting Exp.	32.90
BANNER BANK BH	38211	10/20/2017	Registration/Lodging/Meeting Exp.	317.49
BANNER BANK BH	38211	10/20/2017	Registration/Lodging/Meeting Exp.	265.99
BANNER BANK BH	38211	10/20/2017	Registration/Lodging/Meeting Exp.	65.20
BANNER BANK	38212	10/20/2017	Training/Safety Vests/Pet Waste Bags	398.89
BANNER BANK	38212	10/20/2017	Training/Safety Vests/Pet Waste Bags	1,980.00
BANNER BANK	38212	10/20/2017	Training/Safety Vests/Pet Waste Bags	58.14
BANNER BANK	38212	10/20/2017	Training/Safety Vests/Pet Waste Bags	58.14
CADMAN MATERIALS,	38213	10/20/2017	Balance of Invoice/Pothole Repair	235.00
KING COUNTY FINANCE	38214	10/20/2017	Aug. Adult/Juvenile Detention ROW CWP	5,985.00
KING COUNTY	38215	10/20/2017	Title Recording Fee BLD01-019 14504	74.00
AVIDIA HEALTH	DFT0000046	10/13/2017	Employee Health Savings Contribution	42.30
NAVIA	DFT0000047	10/13/2017	Employee Flexible Spending Account	85.00
NAVIA	DFT0000047	10/13/2017	Employee Flexible Spending Account	236.53
NAVIA	DFT0000047	10/13/2017	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	2,896.26
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	889.36
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	11,049.93
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	717.43
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	229.70
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	233.10
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	148.80
BANK OF AMERICA 941	DFT0000048	10/13/2017	Federal Taxes	1,013.05
BANK OF AMERICA 941	DFT0000052	10/13/2017	Federal Taxes	14.88
BANK OF AMERICA 941	DFT0000052	10/13/2017	Federal Taxes	3.48
BANK OF AMERICA 941	DFT0000052	10/13/2017	Federal Taxes	3.48
BANK OF AMERICA 941	DFT0000052	10/13/2017	Federal Taxes	14.88
PAYROLL		10/13/2017	Direct Deposit	78,367.11
Grand Total:				946,260.22

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	1,100.00
0014	AMERICAN PLANNING ASSOCIATION	1,065.00
0022	ASSOCIATION OF WA CITIES	20,245.00
0024	BAKER, DAVID	3,063.46
0037	BASTYR UNIVERSITY	50,200.00
0047	BRAVO ENVIRONMENTAL , NW INC.	107,624.72
0050	BRUCE C ALLEN & ASSOC INC	8,750.00
0051	BRUCE DEES & ASSOCIATES	1,419.08
0054	BULGER SAFE & LOCK, INC.	554.77
0064	CASCADE PEST CONTROL	1,285.05
0067	CENTER FOR HUMAN SERVICES	10,500.00
0076	CITY OF BELLEVUE	115,077.75
0083	CITY OF LAKE FOREST PARK	782,338.81
0086	CITY OF SHORELINE	3,617.23
0092	CODE PUBLISHING COMPANY	8,129.66
0099	CONSOLIDATED PRESS	9,490.09
0102	CAPITAL ONE COMMERCIAL/ COSTCO	561.95
0106	CROWN PRODUCTS LLC	1,023.15
0109	DAILY JOURNAL OF COMMERCE	3,161.60
0111	DEPARTMENT OF ECOLOGY	30,231.78
0117	DUNN LUMBER COMPANY	58.08
0121	REPUBLIC SERVICES	8,235.47
0130	EMPLOYMENT SECURITY DEPT	249.00
0134	EVERGREEN PRINT SOLUTIONS	811.59
0137	FERGUSON ENTERPRISES INC #1539	8,658.54
0145	FRUHLING SAND & TOPSOIL	3,698.59
0147	FUN RENTALS	710.66
0151	CALPORTLAND COMPANY	781.04
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0169	HERRERA ENVIRONMENTAL CONSULTANTS	18,559.00
0173	HOME DEPOT CREDIT SERVICES	644.83
0182	INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	187,469.86
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,400.00
0191	INTERNATIONAL INST OF MUNI CLERKS	225.00
0197	JET CITY PRINTING	3,300.07
0201	KCDA PURCHASING COOP	94,460.89
0204	KENMORE COMMUNITY CLUB	250.00
0205	KENMORE HERITAGE SOCIETY	585.00
0212	KING COUNTY FINANCE W.L.R.D.	14,836.00
0213	KING COUNTY ANIMAL SVCS	2,888.00
0218	KING COUNTY FINANCE	2,959.56
0219	KING COUNTY FINANCE	662,026.31
0221	KING COUNTY FLEET ADMIN	464.31
0224	SOUND PUBLISHING, INC.	5,422.10
0229	KING COUNTY OFFICE OF FINANCE	5,853.63
0230	KING COUNTY RADIO COMM SERVICES	899.54
0233	KING COUNTY SHERIFF	2,465,848.85
0235	KING COUNTY TREASURY	25,340.41
0237	FEDEX OFFICE	322.49
0238	BLACKBAUD	7,304.24
0243	KUSTOM SIGNALS, INC.	2,628.76

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0251	LIGHTHOUSE CONSULTING INC	49,451.22
0260	MEEHAN, NANCY	62.60
0261	PENDLETON, MICHAEL	3,745.50
0265	MORGAN SOUND INC	4,828.40
0267	MR. T'S TROPHIES	217.16
0280	NEOPOST USA INC.	247.66
0285	NORTHSHORE FIRE DEPT	2,900.00
0287	NORTHSHORE SENIOR CENTER	15,800.00
0288	NORTHSHORE UTILITY DIST	138,708.58
0289	NORTHSHORE YMCA	3,250.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
0292	HONEY BUCKET	5,625.25
0299	PERSONAL BEST/ TOPHEALTH	117.74
0300	OFFICE DEPOT	12,787.00
0302	OFFICE TEAM	2,756.64
0303	OGDEN, MURPHY, WALLACE	97.50
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	33,844.92
0310	PACIFIC TOPSOILS	1,409.96
0311	PARAMETRIX INC	593.75
0314	PETTY CASH CUSTODIAN	1,215.32
0327	PUGET SOUND CLEAN AIR AGENCY	17,756.00
0328	PUGET SOUND ENERGY	146,488.54
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,502.00
0336	CEMEX	2,827.66
0345	SEATTLE TIMES	9,481.99
0350	SIGN UP, SIGN CO, INC	2,495.85
0355	STAPLES ADVANTAGE	7,436.75
0356	STATE AUDITOR'S OFFICE	17,970.49
0357	STEWART MACNICHOLS HARMELL, INC.	50,250.00
0359	SOUND CITIES ASSOC	14,234.83
0365	TOTAL LANDSCAPE CORP	97,718.28
0370	UNITED RENTALS NW, INC	1,583.60
0371	UNITED STATES POSTMASTER	4,823.79
0375	US POSTAL SERVICE (HASLER)	10,362.80
0382	W.S.S.O. Advanced Training	780.00
0385	WA ASSOC OF BUILDING OFFICIALS	2,450.00
0386	WA ASSOC OF CODE ENFORCEMENT	275.00
0387	WA CITIES INSURANCE AUTHORITY	265,101.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
0401	WA STATE DEPT OF TRANSPORTATION	5,480.96
0404	WASHINGTON STATE O.M.W.B.E.	150.00
0412	COLUMBIA RIDGE LANDFILL	6,292.50
0416	WETLANDS & WOODLANDS INC	9,677.06
0419	WONDERLAND DEVELOPMENT	2,500.00
0422	NATIONWIDE FINANCIAL 401a	277,330.84
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	5,745.00
0424	ICMA RETIREMENT TRUST 457 - 304745	73,040.41
0425	DRS 457	9,815.00
0426	AFLAC	4,324.41
0428	BANK OF AMERICA 941	376,912.32
0429	AWC EMPLOYEE BENEFITS	446,742.99
0431	DEPARTMENT OF RETIREMENT SYSTEMS	430,720.78
0432	DEPARTMENT OF LABOR AND INDUSTRIES	29,463.68
0434	UNITED WAY OF KING COUNTY	4,892.00
0436	NATIONAL LIFE OF VERMONT	1,108.53

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0441	DANSOUND INC	7,834.20
0448	UPS STORE	2,587.11
0449	ACF WEST INC	1,253.23
0450	AURORA RENTS	634.87
0466	BERK CONSULTING	86.86
0473	ARTS OF KENMORE	950.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	1,209.98
0497	DAY WIRELESS SYSTEMS	1,315.04
0501	MACLEOD RECKORD	157,177.32
0515	NATIONAL LEAGUE OF CITIES	1,489.00
0517	VAN NESS, ALLAN	112.37
0542	AMERICAN SOCIETY OF COMPOSERS	344.13
0550	KING COUNTY RECORDER'S OFFICE	462.00
0558	SNOHOMISH COUNTY	8,699.00
0565	SPERRY, LAURIE	1,266.76
0575	FUNRENT	1,171.50
0584	WASHINGTON STATE PATROL	479.23
0586	MAIL FINANCE	2,115.40
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
0594	RANDALL, BRIAN	1,332.70
0596	H.B. JAEGER COMPANY, LLC	1,116.34
0597	ALL TRAFFIC DATA SERVICES, INC.	1,500.00
0600	HARRIS, LESLIE	189.82
0608	OLD ADDRESS KONICA MINOLTA	179.42
0610	WA STATE DEPT OF TRANSPORTATION	657.28
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,146.88
0641	TELESYSTEMS WEST	351.20
0668	BANNER BANK LD	11,471.63
0675	BANNER BANK CS	5,518.35
0685	PACE ENGINEERS, INC.	144,861.26
0689	DIGITAL REPROGRAPHICS SERVICES INC.	144.32
0690	BUILDERS EXCHANGE OF WASHINGTON INC	1,414.15
0692	HDR ENGINEERING, INC	554,245.51
0696	AMERICAN GENERAL LIFE GPO-400S	3,677.91
0699	BANNER BANK DB	2,355.15
0721	INGALLINAS BOX LUNCH	52.69
0743	BANNER BANK NO	12,452.79
0764	OUSLEY, NANCY	1,371.18
0766	ICOMPASS TECHNOLOGIES, INC.	10,115.00
0772	GROUP FOUR INC.	3,722.20
0781	QUALITY BUSINESS SYSTEMS INC.	9,947.14
0791	NORTHSHORE ROTARY CLUB	624.00
0800	BANNER BANK JG	8,845.27
0817	GRAINGER	1,226.32
0833	VAUGHAN, KENT	7,921.81
0834	BANNER BANK KENMORE	26,256.97
0851	EVER-MARK, LLC	6,133.43
0852	GREGORY, JOANNE	2,094.54
0857	EAST JORDAN IRON WORKS	17,405.02
0858	A+ CONFERENCING	385.14
0868	JAYMARC - AV	6,476.41
0869	BANNER BANK JGORDON	10,544.60
0871	GORDON, JENNIFER	150.00
0881	EVERGREEN SAFETY COUNCIL	299.00
0892	JACOBS ENGINEERING GROUP	235,237.26
0898	ZONAR SYSTEMS	525.33
0899	SHRED-IT USA LLC	667.09

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0912	ALCALDE & FAY	46,103.28
0913	KENMORE ELEMENTARY PTA	2,500.00
0924	MAACO	383.25
0928	REDFIELD PROPERTIES LLC	2,500.00
0937	ZUMAR	3,932.19
0968	KOMPAN, INC	2,928.20
0981	COMCAST BUSINESS	23,957.11
0983	PASSPORT TRAVEL AND TOURS	184.40
0992	CSAT, LLC	1,200.00
0993	KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
0994	GORDON THOMAS HONEYWELL	36,398.53
0996	ANDERSON, LAURI	203.83
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	1,434.57
1012	VERSATILE MOBILE SYSTEMS	260.88
1045	HORIZON DISTRIBUTORS INC	1,532.04
1047	SARAH ROBERTS	97,524.81
1052	FIRE PROTECTION, INC	9,900.33
1053	INTERNATIONAL CODE COUNCIL, INC	114.40
1063	MPH INDUSTRIES, INC	100.15
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1079	INTEGRA TELECOM	1,799.53
1114	PHSI PURE HEALTH SOLUTIONS INC.	908.43
1116	FRONTIER	9,455.82
1118	FAZZARI MARKETING	803.41
1123	AM TEST, INC	1,575.00
1132	LAW OFFICE OF JOHN RONGERUDE, PS	1,500.00
1140	PAWS	3,420.00
1148	AGORA NW LLC	336.39
1152	WASHINGTON ENERGY SERVICES CO. LLC	28.00
1161	INDEPENDENT STATIONERS	473.78
1168	SCHINDLER ELEVATOR CORPORATION	1,717.85
1177	WELLS FARGO FINANCIAL	5,741.07
1181	BANNER BANK BH	5,387.18
1186	NICK MINZGHOR	4,650.00
1192	HOPKINS, CRAIG	615.79
1193	DEVRIES, DENIS	324.24
1197	MILLER STEPHENS, MARY	11,250.00
1212	MCALLISTER, TERESA	132.77
1215	STATE OF FLORIDA DISBURSEMENT UNIT	5,775.00
1216	ADVANCE TESTING & SERVICE INC	918.00
1259	PERTEET INC.	207,427.42
1267	AUTOMATED CONTROLS	3,087.90
1269	KAMINS CONSTRUCTION INC.	630,527.67
1291	SCHNEE, CARLA	193.57
1293	THE WATERSHED COMPANY	3,493.56
1299	VERIZON WIRELESS	4,813.50
1308	BANNER BANK VAN NESS	3,610.64
1309	BANNER BANK BAKER	11,009.76
1311	WASHINGTON STATE PATROL	2,465.71
1313	GREATER BOTHELL CHAMBER OF COMMERCE	4,613.11
1322	AABCO BARRICADE COMPANY INC.	3,183.05
1326	JOYCE ZIKER PARKINSON	6,502.00
1327	HWA GEOSCIENCES INC.	13,044.39
1328	ANCHOR QEA, LLC	2,942.50
1333	WELWEST CONSTRUCTION INC.	393,147.61
1334	BANNER BANK PS	617.09
1337	STATE OF WA DEPT. OF LICENSING	30.00

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1339	STATE OF WA DEPARTMENT OF LICENSING	450.00
1342	PETERSON, JANET	800.00
1344	OVERLEESE, KRISTEN	87.40
1353	WAGE WORKS	238.00
1357	KENMORE COMMERCIAL LLC	28,919.25
1358	ALPHAGRAPHS	956.97
1360	GOODSELL POWER EQUIPMENT #2 INC.	55.82
1370	WINTERBOURNE LANDSCAPE	1,729.90
1372	AAA PRINTING	605.11
1377	D.R. HORTON	11,885.43
1378	JSH PROPERTIES, INC.	4,872.24
1383	CHICAGO TITLE	2,697.45
1384	FRONTIER	64,421.28
1385	CITYWORKS/ AZTECA SYSTEMS INC.	21,900.00
1390	UTILITIES UNDERGROUND LOCATION CTR	2,322.00
1395	CUES	33.21
1402	NORTHWEST MARINE TRADE ASSOCIATION	440.00
1403	OSBORN CONSULTING INC.	148,544.52
1407	CONTOUR FENCE CO. INC.	3,087.90
1412	SKAGIT GARDENS	3,321.32
1416	MOBILE MINI, INC.	1,018.65
1419	NORTHWEST LANDSCAPE SERVICES	20,901.49
1420	SAUVE, GAYLEN	400.00
1425	FASTSIGNS	2,502.25
1429	PLANNING ASSOCIATION OF WASHINGTON	160.00
1431	BRIEN, GAYLYNN	450.00
1450	ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	657.88
1457	LANGUAGE LINE SERVICES, INC.	381.67
1459	FLEMINGS HOLIDAY LIGHTING LLC	3,241.27
1471	TRINITY CONTRACTORS, INC.	96,048.01
1476	NEW PIG	1,397.04
1478	HERBIG, NIGEL	532.10
1479	A V CAPTURE ALL	4,718.57
1480	VERTICAL VISUAL SOLUTIONS INC.	28,061.01
1482	HIGHWIRE	1,885.59
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	525.00
1500	MARINE FLOATS CORPORATION	2,194.51
1504	SCORE	291,764.69
1509	MICRONET, INC.	151.12
1521	SPOT HOT DOG & BRATS	90.00
1524	GOVDELIVERY, INC.	11,576.25
1533	314 PIE	90.00
1540	A-1 LANDSCAPING & CONSTRUCTION, INC	757,512.53
1544	METROPOLITAN TRANS. COMMISSION	4,000.00
1547	LOYUK, SAMANTHA	396.90
1550	HANSEN, COREY	47,214.00
1552	DENUSKI, STACEY	422.09
1555	LINCOLN NATIONAL LIFE INSURANCE	8,713.18
1577	MUMMA, RYAN	461.02
1581	STARDOM SERVICES, INC.	4,649.80
1586	APPLIED TECHNOLOGIES NW INC.	29,590.83
1590	HERMANSON COMPANY, LLP	5,896.40
1592	EVERETT INDUSTRIAL PACIFIC REHABILI	1,900.00
1593	A & A LIMOUSINE & BUS SERVICE	480.00
1594	SEXTANT MARKETING GROUP	8,209.22
1606	GALLATIN PUBLIC AFFAIRS	37,340.00

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1607	SCHOCK, BRETT	377.26
1609	MARSHBANK CONSTRUCTION	250,198.09
1612	ALEXANDER, JEFF	250.00
1628	HSA BANK	42.30
1629	WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
1644	PASIFIKA ARTIST NETWORK LLC	2,000.00
1657	STEWART TITLE COMPANY	49,253.55
1661	WHITEMAN, TELA	327.78
1666	LANDSCAPE FORMS, INC.	503.70
1673	KPFF CONSULTING ENGINEERS	268,703.02
1674	PHSI PURE WATER FINANCE	301.86
1678	VICENTE, JOHN	481.29
1689	MOTT MACDONALD GROUP, INC.	235,953.66
1690	SITTS & HILL ENGINEERS, INC.	11,461.36
1692	STATEWIDE RENT-A-FENCE INC.	3,791.76
1693	SKYWARD CONSTRUCTION	58,921.18
1701	THE SEATTLE TIMES NIE	950.00
1704	BANNER BANK RK	14,489.61
1711	SOFTWAREONE, INC.	10,157.42
1714	KRAZAN & ASSOCIATES, INC.	14,693.00
1719	SALTER, JON	685.98
1721	GOOD TO GO	38.25
1731	NORTHWEST ARBORICULTURE LLC	20,249.06
1734	TOP TO BOTTOM JANITORIAL, INC.	34,392.00
1738	MUNIMANAGE, LLC	43,125.00
1749	DEPPA, DOUG	669.02
1754	RFI ENTERPRISES INC.	13,498.10
1758	FUJII, GLORIA	500.00
1759	CORT PARTY RENTAL	708.25
1762	BAKER, BRIDGIT	238.50
1764	REIQUAM, PETER	12,500.00
1772	ARTSITELTD, LLC	3,038.75
1774	OWEN EQUIPMENT COMPANY	1,246.98
1777	EA ENGINEERING SCIENCE & TECHNOLOGY	34,029.79
1778	FINANCIAL CONSULTING SOLUTIONS GROU	47,396.83
1782	SWANK MOTION PICTURES, INC.	1,914.00
1785	ECOSS	1,941.26
1786	TYLER TECHNOLOGIES, INC.	91,249.98
1789	BLUEBEAM, INC.	801.00
1791	PROFFITT, QUINN	150.00
1793	QUINN, JANET	74.68
1795	CABOT DOW ASSOCIATES, INC.	412.50
1798	OLBRECHTS & ASSOCIATES, PLLC	27,089.50
1806	RYCO EQUIPMENT, INC.	630.44
1814	YSI INCORPORATED, A XYLEM BRAND	2,038.57
1816	NAVIA	10,706.26
1817	UFF DA LOGISTICS	283.59
1818	GORLIN, LARRY N.	330.00
1823	JET CITY IMPROV	600.00
1824	URBAN FORESTRY SERVICES, INC.	2,532.12
1825	CANYON VIEW ESTATES	7,561.70
1826	MCCLURE AND SONS, INC.	110,099.30
1827	LENTZ, FLORENCE K.	7,275.00
1828	QUALITY BUSINESS SYSTEMS	6,073.63
1829	SHI INTERNATIONAL CORP.	375.59
1830	CLARK & SONS EXCAVATING INC.	18,260.00
1831	VELLAT, MARC H.	32,050.00
1832	EASTSIDE HOMES, INC.	106,645.57

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1833	NAZARIYA, ANATOLI	1,566.46
1834	SUMMIT TREE AND LAND, INC.	4,489.50
1835	INC4INC, INC.	7,500.00
1836	BEST HARBOUR DEVELOPMENT LLC	7,500.00
1837	DACO ENTERPRISES, LLC	2,500.00
1838	AVIDIA HEALTH	634.50
1839	PLANTS NORTHWEST, INC.	3,269.30
1840	BERGMANN, SEAN & LINETTE	9,500.00
1841	SEATTLE PHOTO BOOTHS	565.02
1842	SIMONDS COURT LLC	8.36
1843	TUFF SHED, INC	1,872.83
1844	YOM: FULL SERVICE COURT REPORTING	9,055.00
1845	WETHERHOLT & ASSOCIATES, INC	7,855.00
1846	AWCPD	100.00
1847	THE GREENBUSCH GROUP, INC.	8,929.91
1848	STANLEY PATRICK STRIPING COMPANY	38,747.76
1849	TIM HUNTER CREATIVE SERVICES	2,075.00
1850	GOPALAKRISHNAN, ANUSHA	250.00
1851	BLESSINGTON, DEBBIE	611.67
1852	STANTON, ANN	241.18
1853	HALO BRANDED SOLUTIONS	6,620.50
1854	LUTRON SERVICES CO., INC.	487.50
1855	OFFICE DEPOT	1,145.08
1856	ARCADIA HOMES LLC	20.00
1857	NORTHSHORE CHURCH	210.00
1858	SCHARBACH, WAYNE	106.05
1859	IRON CREEK CONSTRUCTION LLC	112,154.37
1860	CASCADE BICYCLE CLUB	40.00
1861	DIVA II LLC	154,266.10
1862	ASHEIA BIAS	1,750.00
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,036.20
1864	INTERNATIONAL SOC. OF ARBORICULTURE	135.00
1865	BENJOEMUSIC, LLC	1,000.00
1866	JEFF SCROGGINS & COLORADO, LLC	1,500.00
1867	TACK PHOTOGRAPHY	8,100.00
1868	FLYNN, ASHLEIGH	1,250.00
1869	LAMBERT-RYAN, SHANNON	1,500.00
1870	CRISP CREPERIE FOOD TRUCK	36.00
1871	ADELMAN, ASHLEY	71.55
1872	BAKKER, DREW	117.48
1873	ENGINEERING/REMEDIATION RES. GROUP	708,628.64
1874	LEGER, DEJAH	600.00
1875	STEWART, THOMAS	212.10
1876	BUSCHKE, ALEXANDRA	200.00
1877	SARREAL, JORDANI	250.00
1878	LWD, LLC	8,188.40
1879	HOLMBERG COMPANY	425.70
1880	TRIMAXX CONSTRUCTION, INC.	115,204.43
1881	MUSIC CENTER OF THE NORTHWEST	250.00
1882	SIGNCO	1,202.30
1884	CADMAN MATERIALS, INC.	897.01
1885	NATIONAL BARRICADE CO., LLC	2,579.68
1886	WSAPT	200.00
1887	HIGHCOM SECURITY, INC.	286.40
1888	PEOPLEREADY	18,154.11
1889	WILLIAMS, KASTNER & GIBBS PLLC	20,520.18
1890	PACIFIC HOMES CONSTRUCTION	7,500.00
1892	HEARTH MUSIC	3,500.00

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1893	YUNUSOV, SURIYA	36.00
1894	KEARNEY, AMANDA	3,387.00
1897	FAVORITE STUDIOS, INC.	546.88
1898	INTEGRITY FURNITURE	2,747.00
1899	KONTAGIOUS PERFORMING CO.	300.00
1900	ASPECT CONSULTING LLC	3,769.22
1901	NORTH COAST ELECTRIC COMPANY	507.78
1902	PHOTOTAINMENT	710.00
1903	PERRONE CONSULTING, INC., P.S.	8,412.98
1904	SHARP, GARY C	212.10
1905	GILLY, DONNA	212.10
1906	COOLEY SMILES	100.00
1907	CHRISTOPHER, MARINA	1,250.00
1908	MIXED BROOD COMICS, LLC	1,550.00
1909	GOHEEN, JOSEPH W.	200.00
1910	BORROMEO, GABRIELLE	800.00
1911	SEATTLE BALLOON DECORATIONS	331.40
1912	TONY LIND PAVING	28,555.00
1914	MCNAMARA SIGNS	647.40
1918	CAIRN BREWING	140.00
1920	BERGER PARTNERSHIP	5,833.35
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	4,200.00
1922	INNOVATIVE DATA ACQUISITIONS LLC	2,550.00
1923	BRIZO, CARLOS A.	604.00
1924	WHIRLWIND SERVICES, INC.	18,268.35
1926	GUARDIAN SECURITY SYSTEMS, INC.	648.00
1928	BANCHERO, ALISON	150.00
1929	NINE YARDS BREWING, CORP.	180.00
1930	T-MOBILE USA, INC.	244.94
1931	TROCANO, LAUREN	250.00
1932	U.S. BANK N.A. - CUSTODY	232.00
1933	VALLEY, CHRIS & BETH	2,593.35
1934	WASHINGTON ASPHALT SEALERS, INC.	23,636.28
1935	YUMMY BOX FOOD TRUCK LLC	252.00
1937	APPLY-A-LINE, INC.	3,911.50
1939	ARCHIVESOCIAL, INC.	2,388.00
1940	CURTIS, MARGARET	123.35
1941	PACIFIC LAMP & SUPPLY COMPANY	70.40
1942	GOURLIE, KYLE & AMANDA	216.00
1943	BALDWIN DESIGN WORKS, LTD.	1,510.47
1944	OHNO CONSTRUCTION	361,543.85
1947	MCMILLAN, RANDY	250.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	190.00
1949	TURNSTONE CONSTRUCTION, INC.	566.59
1950	BERRY SIGN SYSTEMS	12,011.58
Vendor Set Vendor Set 01 Total:		15,237,752.65

X. A. The following checks and electronic payments are approved for payment: Total Check #38081 thro...



City of Kenmore

Voucher Certification and Approval

Payment Dates 10/21/2017 - 11/03/2017

Voucher Certification and Approval

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

Total Check # 38216 through 38341 \$ 1,184,024.13
 Payroll Check # 10083 \$ 708.29

Total Payroll/Taxes/Flexible Spending & Health Savings Acct. Electronic Deposits Dated: 10/27/2017 \$ 99,734.89

RJ Kaj 11-8-17
 City Manager / Date

John D. Gregory 11/3/17
 Finance Director / Date

Vendor Name	Check #	Description	Amount
AFLAC	38216	Employee Medical/Disability Plans	172.38
AFLAC	38216	Employee Medical/Disability Plans	224.07
AMERICAN GENERAL LIFE GPO-400S	38217	Life Insurance	248.68
AMERICAN GENERAL LIFE GPO-400S	38217	Life Insurance	67.37
AMERICAN GENERAL LIFE GPO-400S	38217	Life Insurance	37.63
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	3,295.04
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	436.96
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	319.08
AWC EMPLOYEE BENEFITS	38218	Employee Health Ins Contributions	(0.12)
AWC EMPLOYEE BENEFITS	38218	Employee Health Ins Contributions	679.80
AWC EMPLOYEE BENEFITS	38218	Employee Health Ins Contributions	111.33
AWC EMPLOYEE BENEFITS	38218	Employee Health Ins Contributions	65.55
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	3,630.27
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	29,069.16
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	3,774.35
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	2,625.57
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	38.80
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	4.62
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	3.95
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	429.05
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	54.13
AWC EMPLOYEE BENEFITS	38218	Employee Health Insurance	42.18
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	182.13
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	33.85
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	33.30

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	708.59
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	131.68
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	129.54
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	90.73
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	2.06
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	6.27
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	164.29
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	3.73
DEPARTMENT OF LABOR AND INDUSTRIES	38220	City of Kenmore	11.36
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	1,980.66
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	16,285.83
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	1,587.81
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	1,371.74
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	804.63
DEPARTMENT OF RETIREMENT SYSTEMS	38221	Public Employees Retirement	627.24
DRS 457	38222	DRS 457 Deferred Comp	535.00
ICMA RETIREMENT TRUST 457 - 304745	38223	ICMA 457 Deferred Comp	2,273.07
ICMA RETIREMENT TRUST 457 - 304745	38223	ICMA 457 Deferred Comp	662.26
NATIONAL LIFE OF VERMONT	38224	Life Insurance	123.17
NATIONWIDE FINANCIAL 401a	38225	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	38225	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	38225	City of Kenmore 401a	10,284.46
NATIONWIDE FINANCIAL 401a	38225	City of Kenmore 401a	902.93
NATIONWIDE FINANCIAL 401a	38225	City of Kenmore 401a	779.58
NATIONWIDE RETIREMENT SOLUTIONS 457	38226	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	38226	Nationwide 457 Deferred Comp	45.00
STATE OF FLORIDA DISBURSEMENT UNIT	38227	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	38228	Employee Charitable Contribution	52.00
DEPARTMENT OF LABOR AND INDUSTRIES	38229	815 Volunteer Hours	45.26
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	300.90
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	28.95
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	25.00
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	1.91
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	(46.16)
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	6.16
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	(7.93)
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	10.24
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	8.33
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	1.98
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	462.22

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	3.82
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	42.83
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	3.53
LINCOLN NATIONAL LIFE INSURANCE	38230	Life Ins/ADD & LTD	37.02
SUPERION	38231	License Fees & Svcs for iTRAKiT Software	4,000.00
SUPERION	38231	License Fees & Svcs for iTRAKiT Software	12,500.00
BANNER BANK DB	38232	Advertising & Squire's Landing PlanGrid	100.00
BANNER BANK DB	38232	Advertising & Squire's Landing PlanGrid	53.90
CORT PARTY RENTAL	38233	#WhyILoveKenmore Party Rentals	4,552.71
SUPERION	38234	Tax Due on Invoice	1,250.00
SUPERION	38235	11/1/17-10/31/18 TRACKiT Maintenance	15,361.50
VAUGHAN, KENT	38236	8/20-9/24 Hank Heron Design Work	1,100.00
BANNER BANK JG	38237	Wellness, Job Postings, & Supplies	94.95
BANNER BANK JG	38237	Wellness, Job Postings, & Supplies	60.00
BANNER BANK JG	38237	Wellness, Job Postings, & Supplies	874.53
BANNER BANK JG	38237	Wellness, Job Postings, & Supplies	153.99
BANNER BANK JG	38237	Wellness, Job Postings, & Supplies	55.00
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	153.37
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	12.99
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	108.90
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	290.22
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	48.41
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	13.00
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	325.00
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	461.30
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	888.16
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	97.33
BANNER BANK KENMORE	38238	Bus. Meetings, Supplies Registration	38.43
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	30.00
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	60.48
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	7.70
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	70.40
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	66.85
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	13.00
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	465.00
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	7.00
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	3.00
BANNER BANK KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	7.00

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	62.91
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	117.00
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	7.00
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	9.30
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	93.76
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	43.47
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	17.30
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	70.13
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	71.54
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	15.40
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	64.91
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	15.86
BANNER BANK	KENMORE	38239	Park Supplies, Bus. Mtgs, Registration, & Shipping	68.19
GLASS MASTERS LLC		38241	City Hall & Hangar Bldg. Window Cleaning Quote	2,015.00
AGORA NW LLC		38242	Maintenance on Filtered Water @ Incubator	112.64
AGORA NW LLC		38243	Maintenance on Water Filter Systems @ City Hall	225.28
ALCALDE & FAY		38244	October Government Affairs Consulting	5,017.57
ASSOCIATION OF WA CITIES		38245	Sick Leave Webinar	25.00
BAKER, DAVID		38246	October Mileage Reimbursement	142.31
BAKER, DAVID		38246	October Mileage Reimbursement	98.44
BENT, DEBORAH		38247	Expense Reimbursement/Employee Appreciation	63.30
BERGER PARTNERSHIP		38248	17-C1732 Sept. Twin Springs Inventory/Analysis	9,626.46
BERGQUIST, WILBUR		38249	Refund Permit Fee Applied for in Error	202.00
BERGQUIST, WILBUR		38249	Refund Permit Fee Applied for in Error	6.06
BRAVO ENVIRONMENTAL , NW INC.		38250	Vactor Services	2,481.75
CADMAN MATERIALS, INC.		38251	Asphalt for Shoulder of 62nd/196th	111.29
CADMAN MATERIALS, INC.		38252	Liquid Asphalt for Crack Sealing on NE 169th	60.50
CASCADE PEST CONTROL		38253	Rhododendron Park Monthly Pest Control	143.00
CHILLZ		38254	Volunteer Meal for 8/9 Movie @ the Square	12.00
CITY OF BELLEVUE		38255	3rd Qtr Human Svcs Pooled Program	17,775.00
CODE PUBLISHING COMPANY		38256	Municipal Code Website Updates	158.07
COMCAST BUSINESS		38257	Hangar Building Cable Service	93.98
CONNOR, DARLENE		38258	Room Rental Deposit Refund Rec #00000141	250.00
CONTOUR FENCE CO. INC.		38259	Fence Repair from Vehicle Damage @ 61st Pl.	1,532.30
DAY WIRELESS SYSTEMS		38260	Technical Witness Service 10/4/17	231.00
ENGINEERING/REMEDATION RES. GROUP		38261	17-C1653 NE 192nd Culvert Project	211,871.26
FERGUSON ENTERPRISES INC #1539		38262	Drainage Materials - Cottonwood Grove Project	1,149.76

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

FINANCIAL CONSULTING SOLUTIONS GROUP	38263	16-C1547 Public Works Service Analysis	2,000.00
FRUHLING SAND & TOPSOIL	38264	Asphalt Debris Dumping	35.00
GARZA, WILLIAM	38265	Work Boot Reimbursement	150.00
GRAINGER	38266	Reflective Tape/ROW Materials	166.30
GRAINGER	38267	Caution Tape/ROW Materials	136.92
GREATER BOTHELL CHAMBER OF COMMERCE	38268	Proceeds fro #WILK Summer Party Beer Garden	1,010.00
HANSEN, COREY	38269	October Business Incubator Consulting	4,180.00
HAULAWAY STORAGE CONTAINERS, INC.	38270	9/19-10/2 Logboom Park Storage Rental	95.70
HOLMBERG COMPANY	38271	Recirculating Pump Installation/Hangar Hot Water	955.90
HONEY BUCKET	38272	10/7-11/3 Squire's Landing Rental	215.06
HOPKINS, CRAIG	38273	October Police Volunteer Mileage Reimbursement	51.90
HUIZENGA ENTERPRISES, LLC	38274	17-C1739 10/26 Crack Sealing	7,902.08
HUIZENGA ENTERPRISES, LLC	38275	17-C1739 Crack Sealing	1,251.00
HUIZENGA ENTERPRISES, LLC	38276	17-C1739 10/23 Crack Sealing	17,766.54
HUIZENGA ENTERPRISES, LLC	38277	17-C1739 10/25 Crack Sealing	13,080.38
HWA GEOSCIENCES INC.	38278	17-C1730 Moorlands Park Geo Services	1,586.75
HWA GEOSCIENCES INC.	38279	16-C1766 Rhododendron Soil Compaction Testiing	1,531.02
JACOBS ENGINEERING GROUP	38280	15-C1411 7/29-9/29 W. Sammamish Bridge	170,528.42
KAMINS CONSTRUCTION INC.	38281	17-C1635 62nd Ave Corridor Sept. Const. Svcs	49,031.58
KARLINSEY, ROB	38282	Reimbursement for Employee Recognition Supplies	528.87
KENMORE COMMERCIAL LLC	38283	November Incubator Lease Payment	3,213.25
KENMORE ELEMENTARY PTA	38284	3rd Quarter Human Svcs Funding	1,250.00
KING COUNTY FINANCE	38285	Sept. Adult/Juvenile Detention Community Work Prog	1,995.00
KING COUNTY FINANCE	38286	Sept. Road Svcs - Signs/Signals/Street Maint.	6,921.35
KING COUNTY FINANCE	38286	Sept. Road Svcs - Signs/Signals/Street Maint.	3,464.98
KING COUNTY FINANCE	38286	Sept. Road Svcs - Signs/Signals/Street Maint.	1,270.04
KING COUNTY FINANCE	38287	Sept. Road Svcs - Overlay	14,864.35
KING COUNTY FINANCE	38288	Sept. Road Svcs - Signs/Crosswalks/Traffic Calming	210.91
KING COUNTY FINANCE	38288	Sept. Road Svcs - Signs/Crosswalks/Traffic Calming	2,170.70
KING COUNTY FINANCE	38288	Sept. Road Svcs - Signs/Crosswalks/Traffic Calming	716.31
KING COUNTY FINANCE	38288	Sept. Road Svcs - Signs/Crosswalks/Traffic Calming	510.32
KING COUNTY FINANCE	38289	Sept. Adult/Juvenile Detention Maintenance	543.93
KING COUNTY SHERIFF	38290	August School District Police Overtime	394.37
KING COUNTY SHERIFF	38291	Police Overtime 7/27 & 8/10 Summer Concerts	262.94
KING COUNTY SHERIFF	38292	Police Overtime/Movies @ the Square	893.98
KPFF CONSULTING ENGINEERS	38293	Sept. 15-C1484 Ped/Bike Design T-42	26,772.16
LOYUK, SAMANTHA	38294	Work Boot Reimbursement	131.26
MACLEOD RECKORD	38295	16-C1502 Moorlands Park Sept. Svcs	5,656.83
MARINE FLOATS CORPORATION	38296	Removal of Seasonal Floats @ Logboom	2,159.85
MARSHBANK CONSTRUCTION	38297	16-C1536 8/25-9/25. SR522 Catch Basin Repairs	55,767.94

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

MARSHBANK CONSTRUCTION	38298	16-C1536 5/25-6/25 Catch Basin Repairs	1,665.72
MILLER STEPHENS, MARY	38299	Oct. Public Defense Svcs @ SCORE	1,250.00
NEMES, EUGEN	38300	Grading Variance Deposit Refund	1,765.00
NORTH HILL PROPERTIES, INC.	38301	Refund Deposit to Work in ROW Rec. #25045	10,635.20
NORTH HILL PROPERTIES, INC.	38302	Refund Deposit to Work in ROW Rec. #25046	9,730.40
NORTHSHORE SENIOR CENTER	38303	3rd Quarter Human Services Funding	6,250.00
NORTHSHORE UTILITY DIST	38304	7/31-9/30 Rhododendron Park New Irrigation	190.72
NORTHSHORE UTILITY DIST	38305	15221 84th Ave NE Meter Installations	2,240.08
OFFICE TEAM	38306	Week Ending 10/27 Temporary Reception Help	502.95
OFFICE TEAM	38307	Week Ending 10/20 Temporary Reception Help	562.83
OSBORN CONSULTING INC.	38308	August 12-C1081 On-Call Consulting Svcs	500.00
OSBORN CONSULTING INC.	38308	August 12-C1081 On-Call Consulting Svcs	500.00
OSBORN CONSULTING INC.	38308	August 12-C1081 On-Call Consulting Svcs	6,701.00
OSBORN CONSULTING INC.	38308	August 12-C1081 On-Call Consulting Svcs	28,483.88
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	3,861.67
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	1,530.27
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	860.06
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	2,295.42
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	904.98
PACE ENGINEERS, INC.	38309	15-C1483 Aug. Surface Wtr/Parks On-Call Svcs	398.66
PEOPLEREADY	38310	10/02-10/06 Temporary Maintenance Workers	1,349.67
PEOPLEREADY	38311	10/9-10/13 Temporary Maintenance Workers	1,759.40
PEOPLEREADY	38312	Temporary Maint. Workers 10/16-10/17	674.83
PHSI PURE HEALTH SOLUTIONS INC.	38313	City Hall Filtered Water Systems	101.09
PUGET SOUND ENERGY	38314	9/13-10/13 15252 Simonds Flashing Crosswalk	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 15000 84th School Zone Signs	21.50
PUGET SOUND ENERGY	38314	9/13-10/13 City Hall Gas Chgs	394.14
PUGET SOUND ENERGY	38314	9/13-10/13 Inglemoor Traffic Signal	85.18
PUGET SOUND ENERGY	38314	9/13-10/13 19016 73rd School Zone Signs	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 Incubator Bldg. Electric/Gas	506.88
PUGET SOUND ENERGY	38314	9/13-10/13 Log Boom Park Restroom	30.36
PUGET SOUND ENERGY	38314	9/13-10/13 14500 Juanita Traffic Signa	50.50
PUGET SOUND ENERGY	38314	9/13-10/13 61st/181st Traffic Signal	54.95
PUGET SOUND ENERGY	38314	9/13-10/13 7125 170th Radar Sign	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 14944 Juanita School Zone Signs	21.20
PUGET SOUND ENERGY	38314	9/13-10/13 68th/181st Traffic Signal	97.28
PUGET SOUND ENERGY	38314	9/13-10/13 18048 68th Tree Receptacles	15.64
PUGET SOUND ENERGY	38314	9/13-10/13 6744 Bothell Wy Tree Receptacles	28.94

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

PUGET SOUND ENERGY	38314	9/13-10/13 7016 Bothell Wy Tree Receptacles	26.93
PUGET SOUND ENERGY	38314	9/13-10/13 18120 68th Tree Illumination	12.61
PUGET SOUND ENERGY	38314	9/13-10/13 7232 Bothell Wy Tree Receptacles	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 7211 181st Traffic Signal	106.34
PUGET SOUND ENERGY	38314	9/13-10/13 16450 Juanita Radar Sign	11.41
PUGET SOUND ENERGY	38314	9/13-10/13 16644 Simonds Radar Sign	10.89
PUGET SOUND ENERGY	38314	9/13-10/13 19030 61st Radar Sign	10.81
PUGET SOUND ENERGY	38314	9/13-10/13 18906 61st Radar Sign	10.89
PUGET SOUND ENERGY	38314	9/13-10/13 6656 Arrowhead Radar Sign	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 7504 155th Radar Sign	10.69
PUGET SOUND ENERGY	38314	9/13-10/13 6625 Arrowhead Radar Sign	10.60
PUGET SOUND ENERGY	38314	9/13-10/13 Boat Launch Restroom	17.64
PUGET SOUND ENERGY	38314	9/13-10/13 Squire's Landing Electricity	76.90
PUGET SOUND ENERGY	38314	9/13-10/13 68th/182nd Street Lights	167.67
PUGET SOUND ENERGY	38314	9/13-10/13 6434 Bothell Wy Street Lights	13.63
PUGET SOUND ENERGY	38314	9/13-10/13 6270 Bothell Wy Street Lights	13.63
PUGET SOUND ENERGY	38314	9/13-10/13 6016 Bothell Wy Street Lights	12.61
PUGET SOUND ENERGY	38314	9/13-10/13 Town Square/Hangar Electricity	434.10
PUGET SOUND ENERGY	38314	9/13-10/13 6970 181st Street Lights	13.71
PUGET SOUND ENERGY	38314	9/13-10/13 Town Square/Hangar Gas Chgs	126.36
PUGET SOUND ENERGY	38314	68th/Spencer Square Street Lights	113.80
PUGET SOUND ENERGY	38314	9/13-10/13 Rhododendron Park	299.34
RICHMOND AMERICAN HOMES OF WA	38317	Refund Deposit to Work in ROW Rec. #25424	7,500.00
RICHMOND AMERICAN HOMES OF WA	38318	Refund Deposit to Work in ROW Rec. #25878	7,500.00
SEATTLE TIMES	38319	Espresso Works Public Hearing Notice	78.05
SHRED-IT USA LLC	38320	Shredding Service	61.78
SITTS & HILL ENGINEERS, INC.	38321	15-C1454 Sept. Squire's Landing Prof. Svcs	240.00
SOUND CITIES ASSOC	38322	Nov. 29 SCA Annual Mtg - Mayor Baker	45.00
STAPLES ADVANTAGE	38323	City Hall Maintenance Supplies	39.13
STAPLES ADVANTAGE	38323	City Hall Maintenance Supplies	2.79
STAPLES ADVANTAGE	38323	City Hall Maintenance Supplies	136.42
STAPLES ADVANTAGE	38323	City Hall Maintenance Supplies	7.88
STARDOM SERVICES, INC.	38324	October Incubator Janitorial Services	510.00
STATE AUDITOR'S OFFICE	38325	Accountability Audit Services	2,632.58
TLG LEARNING	38326	Excel Training Class	212.00
TOP TO BOTTOM JANITORIAL, INC.	38327	Hangar Bldg. Oct. Janitorial Svcs	1,524.00
TOTAL LANDSCAPE CORP	38328	Oct. City Hall & Parks Landscaping	5,025.45
TOTAL LANDSCAPE CORP	38329	October NS Summit/Squire's Landing Maint.	1,738.00
TYLER TECHNOLOGIES, INC.	38330	Initial Software Setup	250.00
ULINE	38331	Supplies for Jack Crawford Day	53.69

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

VERTICAL VISUAL SOLUTIONS INC.	38332	14-C1247 Moorlands Park Deposit	9,930.25
WA STATE DEPT OF CORRECTIONS	38333	Block Watch Signs	193.44
WA STATE DEPT OF TRANSPORTATION	38334	Sept. Signal Maint. 68th/175th & 68th/181st	1,598.98
WA TRUST FOR HISTORIC PRESERVATION	38335	2018 Dues	100.00
WALTER E. NELSON CO.	38336	Parts for Floor Scrubbing Machine	289.39
WALTER E. NELSON CO.	38336	Repair of Floor Scrubbing Machine	239.94
WASHINGTON STATE PATROL	38337	Sammamish Bridge Weight Restriction Enforcement	637.19
WELWEST CONSTRUCTION INC.	38338	17-C1636 Sept. Safe Routes to School Const.	158,633.39
WELWEST CONSTRUCTION INC.	38338	17-C1636 Sept. Safe Routes to School Const.	99,628.22
WESTERN ENTRANCE TECHNOLOGY, LLC	38339	Automatic Door Opener Installed @ Hangar	4,196.50
WILLIAMS, KASTNER & GIBBS PLLC	38340	Prof. Svcs through 9/30/Kenmoer v. El-Sharawy	6,585.66
GLASS MASTERS LLC	38341	City Hall & Hangar Bldg. Window Cleaning Quote	1,050.00
AVIDIA HEALTH	DFT0000054	Employee Health Savings Contribution	42.30
NAVIA	DFT0000055	Employee Flexible Spending Account	236.53
NAVIA	DFT0000055	Employee Flexible Spending Account	85.00
NAVIA	DFT0000055	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000056	Federal Taxes	3,009.74
BANK OF AMERICA 941	DFT0000056	Federal Taxes	794.08
BANK OF AMERICA 941	DFT0000056	Federal Taxes	11,705.78
BANK OF AMERICA 941	DFT0000056	Federal Taxes	229.70
BANK OF AMERICA 941	DFT0000056	Federal Taxes	717.44
BANK OF AMERICA 941	DFT0000056	Federal Taxes	148.80
BANK OF AMERICA 941	DFT0000056	Federal Taxes	233.12
BANK OF AMERICA 941	DFT0000056	Federal Taxes	1,013.02
QUINN, JANET	10083	Payroll Check	708.29
NAVIA	10/27/2017	Direct Deposit	81,423.23
Total			<u>1,284,467.31</u>

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	1,100.00
0014	AMERICAN PLANNING ASSOCIATION	1,065.00
0022	ASSOCIATION OF WA CITIES	20,270.00
0024	BAKER, DAVID	3,304.21
0037	BASTYR UNIVERSITY	50,200.00
0047	BRAVO ENVIRONMENTAL , NW INC.	110,106.47
0050	BRUCE C ALLEN & ASSOC INC	8,750.00
0051	BRUCE DEES & ASSOCIATES	1,419.08
0054	BULGER SAFE & LOCK, INC.	554.77
0064	CASCADE PEST CONTROL	1,428.05
0067	CENTER FOR HUMAN SERVICES	10,500.00
0076	CITY OF BELLEVUE	132,852.75
0083	CITY OF LAKE FOREST PARK	782,338.81
0086	CITY OF SHORELINE	3,617.23
0092	CODE PUBLISHING COMPANY	8,287.73
0099	CONSOLIDATED PRESS	9,490.09
0102	CAPITAL ONE COMMERCIAL/ COSTCO	561.95
0106	CROWN PRODUCTS LLC	1,023.15
0109	DAILY JOURNAL OF COMMERCE	3,161.60
0111	DEPARTMENT OF ECOLOGY	30,231.78
0117	DUNN LUMBER COMPANY	58.08
0121	REPUBLIC SERVICES	8,235.47
0130	EMPLOYMENT SECURITY DEPT	249.00
0134	EVERGREEN PRINT SOLUTIONS	811.59
0137	FERGUSON ENTERPRISES INC #1539	9,808.30
0145	FRUHLING SAND & TOPSOIL	3,733.59
0147	FUN RENTALS	710.66
0151	CALPORTLAND COMPANY	781.04
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0169	HERRERA ENVIRONMENTAL CONSULTANTS	18,559.00
0173	HOME DEPOT CREDIT SERVICES	644.83
0182	INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	187,469.86
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,400.00
0191	INTERNATIONAL INST OF MUNI CLERKS	225.00
0197	JET CITY PRINTING	3,300.07
0201	KCDA PURCHASING COOP	94,460.89
0204	KENMORE COMMUNITY CLUB	250.00
0205	KENMORE HERITAGE SOCIETY	585.00
0212	KING COUNTY FINANCE W.L.R.D.	14,836.00
0213	KING COUNTY ANIMAL SVCS	2,888.00
0218	KING COUNTY FINANCE	2,959.56
0219	KING COUNTY FINANCE	694,694.20
0221	KING COUNTY FLEET ADMIN	464.31
0224	SOUND PUBLISHING, INC.	5,422.10
0229	KING COUNTY OFFICE OF FINANCE	5,853.63
0230	KING COUNTY RADIO COMM SERVICES	899.54
0233	KING COUNTY SHERIFF	2,467,400.14
0235	KING COUNTY TREASURY	25,340.41
0237	FEDEX OFFICE	322.49
0238	BLACKBAUD	7,304.24
0243	KUSTOM SIGNALS, INC.	2,628.76

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0251	LIGHTHOUSE CONSULTING INC	49,451.22
0260	MEEHAN, NANCY	62.60
0261	PENDLETON, MICHAEL	3,745.50
0265	MORGAN SOUND INC	4,828.40
0267	MR. T'S TROPHIES	217.16
0280	NEOPOST USA INC.	247.66
0285	NORTHSHORE FIRE DEPT	2,900.00
0287	NORTHSHORE SENIOR CENTER	22,050.00
0288	NORTHSHORE UTILITY DIST	141,139.38
0289	NORTHSHORE YMCA	3,250.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
0292	HONEY BUCKET	5,840.31
0299	PERSONAL BEST/ TOPHEALTH	117.74
0300	OFFICE DEPOT	12,787.00
0302	OFFICE TEAM	3,822.42
0303	OGDEN, MURPHY, WALLACE	97.50
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	33,844.92
0310	PACIFIC TOPSOILS	1,409.96
0311	PARAMETRIX INC	593.75
0314	PETTY CASH CUSTODIAN	1,215.32
0327	PUGET SOUND CLEAN AIR AGENCY	17,756.00
0328	PUGET SOUND ENERGY	149,348.67
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,502.00
0336	CEMEX	2,827.66
0345	SEATTLE TIMES	9,560.04
0350	SIGN UP, SIGN CO, INC	2,495.85
0355	STAPLES ADVANTAGE	7,622.97
0356	STATE AUDITOR'S OFFICE	20,603.07
0357	STEWART MACNICHOLS HARMELL, INC.	50,250.00
0359	SOUND CITIES ASSOC	14,279.83
0365	TOTAL LANDSCAPE CORP	104,481.73
0370	UNITED RENTALS NW, INC	1,583.60
0371	UNITED STATES POSTMASTER	4,823.79
0375	US POSTAL SERVICE (HASLER)	10,362.80
0382	W.S.S.O. Advanced Training	780.00
0385	WA ASSOC OF BUILDING OFFICIALS	2,450.00
0386	WA ASSOC OF CODE ENFORCEMENT	275.00
0387	WA CITIES INSURANCE AUTHORITY	265,101.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
0397	WA STATE DEPT OF CORRECTIONS	193.44
0401	WA STATE DEPT OF TRANSPORTATION	7,079.94
0404	WASHINGTON STATE O.M.W.B.E.	150.00
0412	COLUMBIA RIDGE LANDFILL	6,292.50
0416	WETLANDS & WOODLANDS INC	9,677.06
0419	WONDERLAND DEVELOPMENT	2,500.00
0422	NATIONWIDE FINANCIAL 401a	289,757.68
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	6,040.00
0424	ICMA RETIREMENT TRUST 457 - 304745	75,975.74
0425	DRS 457	10,350.00
0426	AFLAC	4,720.86
0428	BANK OF AMERICA 941	394,764.00
0429	AWC EMPLOYEE BENEFITS	491,322.71
0431	DEPARTMENT OF RETIREMENT SYSTEMS	453,378.69
0432	DEPARTMENT OF LABOR AND INDUSTRIES	31,006.47
0434	UNITED WAY OF KING COUNTY	4,944.00

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0436	NATIONAL LIFE OF VERMONT	1,231.70
0441	DANSOUND INC	7,834.20
0448	UPS STORE	2,587.11
0449	ACF WEST INC	1,253.23
0450	AURORA RENTS	634.87
0466	BERK CONSULTING	86.86
0473	ARTS OF KENMORE	950.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	1,209.98
0497	DAY WIRELESS SYSTEMS	1,546.04
0501	MACLEOD RECKORD	162,834.15
0515	NATIONAL LEAGUE OF CITIES	1,489.00
0517	VAN NESS, ALLAN	112.37
0542	AMERICAN SOCIETY OF COMPOSERS	344.13
0550	KING COUNTY RECORDER'S OFFICE	462.00
0558	SNOHOMISH COUNTY	8,699.00
0565	SPERRY, LAURIE	1,266.76
0575	FUNRENT	1,171.50
0584	WASHINGTON STATE PATROL	479.23
0586	MAIL FINANCE	2,115.40
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
0594	RANDALL, BRIAN	1,332.70
0596	H.B. JAEGER COMPANY, LLC	1,116.34
0597	ALL TRAFFIC DATA SERVICES, INC.	1,500.00
0600	HARRIS, LESLIE	189.82
0608	OLD ADDRESS KONICA MINOLTA	179.42
0610	WA STATE DEPT OF TRANSPORTATION	657.28
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,146.88
0641	TELESYSTEMS WEST	351.20
0668	BANNER BANK LD	11,471.63
0675	BANNER BANK CS	5,518.35
0685	PACE ENGINEERS, INC.	154,712.32
0689	DIGITAL REPROGRAPHICS SERVICES INC.	144.32
0690	BUILDERS EXCHANGE OF WASHINGTON INC	1,414.15
0692	HDR ENGINEERING, INC	554,245.51
0696	AMERICAN GENERAL LIFE GPO-400S	4,031.59
0699	BANNER BANK DB	2,509.05
0721	INGALLINAS BOX LUNCH	52.69
0743	BANNER BANK NO	12,452.79
0764	OUSLEY, NANCY	1,371.18
0766	ICOMPASS TECHNOLOGIES, INC.	10,115.00
0772	GROUP FOUR INC.	3,722.20
0781	QUALITY BUSINESS SYSTEMS INC.	9,947.14
0791	NORTHSHORE ROTARY CLUB	624.00
0800	BANNER BANK JG	10,083.74
0817	GRAINGER	1,529.54
0833	VAUGHAN, KENT	7,921.81
0834	BANNER BANK KENMORE	30,081.28
0851	EVER-MARK, LLC	6,133.43
0852	GREGORY, JOANNE	2,094.54
0857	EAST JORDAN IRON WORKS	17,405.02
0858	A+ CONFERENCING	385.14
0868	JAYMARC - AV	6,476.41
0869	BANNER BANK JGORDON	10,544.60
0871	GORDON, JENNIFER	150.00
0881	EVERGREEN SAFETY COUNCIL	299.00
0892	JACOBS ENGINEERING GROUP	405,765.68
0898	ZONAR SYSTEMS	525.33

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0899	SHRED-IT USA LLC	728.87
0912	ALCALDE & FAY	51,120.85
0913	KENMORE ELEMENTARY PTA	3,750.00
0924	MAACO	383.25
0928	REDFIELD PROPERTIES LLC	2,500.00
0937	ZUMAR	3,932.19
0968	KOMPAN, INC	2,928.20
0981	COMCAST BUSINESS	24,051.09
0983	PASSPORT TRAVEL AND TOURS	184.40
0992	CSAT, LLC	1,200.00
0993	KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
0994	GORDON THOMAS HONEYWELL	36,398.53
0996	ANDERSON, LAURI	203.83
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	1,434.57
1012	VERSATILE MOBILE SYSTEMS	260.88
1045	HORIZON DISTRIBUTORS INC	1,532.04
1047	SARAH ROBERTS	97,524.81
1052	FIRE PROTECTION, INC	9,900.33
1053	INTERNATIONAL CODE COUNCIL, INC	114.40
1063	MPH INDUSTRIES, INC	100.15
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1079	INTEGRA TELECOM	1,799.53
1114	PHSI PURE HEALTH SOLUTIONS INC.	1,009.52
1116	FRONTIER	9,455.82
1118	FAZZARI MARKETING	803.41
1123	AM TEST, INC	1,575.00
1132	LAW OFFICE OF JOHN RONGERUDE, PS	1,500.00
1140	PAWS	3,420.00
1148	AGORA NW LLC	674.31
1152	WASHINGTON ENERGY SERVICES CO. LLC	28.00
1161	INDEPENDENT STATIONERS	473.78
1168	SCHINDLER ELEVATOR CORPORATION	1,717.85
1177	WELLS FARGO FINANCIAL	5,741.07
1181	BANNER BANK BH	5,387.18
1186	NICK MINZGHOR	4,650.00
1192	HOPKINS, CRAIG	667.69
1193	DEVRIES, DENIS	324.24
1197	MILLER STEPHENS, MARY	12,500.00
1212	MCALLISTER, TERESA	132.77
1215	STATE OF FLORIDA DISBURSEMENT UNIT	6,050.00
1216	ADVANCE TESTING & SERVICE INC	918.00
1259	PERTEET INC.	207,427.42
1267	AUTOMATED CONTROLS	3,087.90
1269	KAMINS CONSTRUCTION INC.	679,559.25
1291	SCHNEE, CARLA	193.57
1293	THE WATERSHED COMPANY	3,493.56
1299	VERIZON WIRELESS	4,813.50
1308	BANNER BANK VAN NESS	3,610.64
1309	BANNER BANK BAKER	11,009.76
1311	WASHINGTON STATE PATROL	3,102.90
1313	GREATER BOTHELL CHAMBER OF COMMERCE	5,623.11
1322	AABCO BARRICADE COMPANY INC.	3,183.05
1326	JOYCE ZIKER PARKINSON	6,502.00
1327	HWA GEOSCIENCES INC.	16,162.16
1328	ANCHOR QEA, LLC	2,942.50
1333	WELWEST CONSTRUCTION INC.	651,409.22
1334	BANNER BANK PS	617.09

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1337	STATE OF WA DEPT. OF LICENSING	30.00
1339	STATE OF WA DEPARTMENT OF LICENSING	450.00
1342	PETERSON, JANET	800.00
1344	OVERLEESE, KRISTEN	87.40
1353	WAGE WORKS	238.00
1356	KARLINSEY, ROB	528.87
1357	KENMORE COMMERCIAL LLC	32,132.50
1358	ALPHAGRAPHS	956.97
1360	GOODSELL POWER EQUIPMENT #2 INC.	55.82
1370	WINTERBOURNE LANDSCAPE	1,729.90
1372	AAA PRINTING	605.11
1377	D.R. HORTON	11,885.43
1378	JSH PROPERTIES, INC.	4,872.24
1383	CHICAGO TITLE	2,697.45
1384	FRONTIER	64,421.28
1385	CITYWORKS/ AZTECA SYSTEMS INC.	21,900.00
1390	UTILITIES UNDERGROUND LOCATION CTR	2,322.00
1395	CUES	33.21
1402	NORTHWEST MARINE TRADE ASSOCIATION	440.00
1403	OSBORN CONSULTING INC.	184,729.40
1407	CONTOUR FENCE CO. INC.	4,620.20
1412	SKAGIT GARDENS	3,321.32
1416	MOBILE MINI, INC.	1,018.65
1419	NORTHWEST LANDSCAPE SERVICES	20,901.49
1420	SAUVE, GAYLEN	400.00
1425	FASTSIGNS	2,502.25
1429	PLANNING ASSOCIATION OF WASHINGTON	160.00
1431	BRIEN, GAYLYNN	450.00
1450	ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	657.88
1457	LANGUAGE LINE SERVICES, INC.	381.67
1459	FLEMINGS HOLIDAY LIGHTING LLC	3,241.27
1465	WA TRUST FOR HISTORIC PRESERVATION	100.00
1471	TRINITY CONTRACTORS, INC.	96,048.01
1476	NEW PIG	1,397.04
1478	HERBIG, NIGEL	532.10
1479	A V CAPTURE ALL	4,718.57
1480	VERTICAL VISUAL SOLUTIONS INC.	37,991.26
1482	HIGHWIRE	1,885.59
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	525.00
1500	MARINE FLOATS CORPORATION	4,354.36
1504	SCORE	291,764.69
1509	MICRONET, INC.	151.12
1521	SPOT HOT DOG & BRATS	90.00
1524	GOVDELIVERY, INC.	11,576.25
1533	314 PIE	90.00
1540	A-1 LANDSCAPING & CONSTRUCTION, INC	757,512.53
1544	METROPOLITAN TRANS. COMMISSION	4,000.00
1547	LOYUK, SAMANTHA	528.16
1550	HANSEN, COREY	51,394.00
1552	DENUSKI, STACEY	422.09
1555	LINCOLN NATIONAL LIFE INSURANCE	9,591.98
1577	MUMMA, RYAN	461.02
1581	STARDOM SERVICES, INC.	5,159.80
1583	RICHMOND AMERICAN HOMES OF WA	15,000.00
1586	APPLIED TECHNOLOGIES NW INC.	29,590.83
1590	HERMANSON COMPANY, LLP	5,896.40

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1591	ULINE	53.69
1592	EVERETT INDUSTRIAL PACIFIC REHABILI	1,900.00
1593	A & A LIMOUSINE & BUS SERVICE	480.00
1594	SEXTANT MARKETING GROUP	8,209.22
1606	GALLATIN PUBLIC AFFAIRS	37,340.00
1607	SCHOCK, BRETT	377.26
1609	MARSHBANK CONSTRUCTION	307,631.75
1612	ALEXANDER, JEFF	250.00
1628	HSA BANK	42.30
1629	WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
1644	PASIFIKA ARTIST NETWORK LLC	2,000.00
1657	STEWART TITLE COMPANY	49,253.55
1661	WHITEMAN, TELA	327.78
1666	LANDSCAPE FORMS, INC.	503.70
1673	KPFF CONSULTING ENGINEERS	295,475.18
1674	PHSI PURE WATER FINANCE	301.86
1678	VICENTE, JOHN	481.29
1689	MOTT MACDONALD GROUP, INC.	235,953.66
1690	SITTS & HILL ENGINEERS, INC.	11,701.36
1692	STATEWIDE RENT-A-FENCE INC.	3,791.76
1693	SKYWARD CONSTRUCTION	58,921.18
1701	THE SEATTLE TIMES NIE	950.00
1704	BANNER BANK RK	14,489.61
1711	SOFTWAREONE, INC.	10,157.42
1714	KRAZAN & ASSOCIATES, INC.	14,693.00
1719	SALTER, JON	685.98
1721	GOOD TO GO	38.25
1731	NORTHWEST ARBORICULTURE LLC	20,249.06
1734	TOP TO BOTTOM JANITORIAL, INC.	35,916.00
1738	MUNIMANAGE, LLC	43,125.00
1749	DEPPA, DOUG	669.02
1754	RFI ENTERPRISES INC.	13,498.10
1758	FUJII, GLORIA	500.00
1759	CORT PARTY RENTAL	5,260.96
1762	BAKER, BRIDGIT	238.50
1764	REIQUAM, PETER	12,500.00
1772	ARTSITELTD, LLC	3,038.75
1774	OWEN EQUIPMENT COMPANY	1,246.98
1777	EA ENGINEERING SCIENCE & TECHNOLOGY	34,029.79
1778	FINANCIAL CONSULTING SOLUTIONS GROU	49,396.83
1782	SWANK MOTION PICTURES, INC.	1,914.00
1785	ECOSS	1,941.26
1786	TYLER TECHNOLOGIES, INC.	91,499.98
1791	PROFFITT, QUINN	150.00
1793	QUINN, JANET	74.68
1795	CABOT DOW ASSOCIATES, INC.	412.50
1798	OLBRECHTS & ASSOCIATES, PLLC	27,089.50
1806	RYCO EQUIPMENT, INC.	630.44
1814	YSI INCORPORATED, A XYLEM BRAND	2,038.57
1816	NAVIA	11,123.94
1817	UFF DA LOGISTICS	283.59
1818	GORLIN, LARRY N.	330.00
1823	JET CITY IMPROV	600.00
1824	URBAN FORESTRY SERVICES, INC.	2,532.12
1825	CANYON VIEW ESTATES	7,561.70
1826	MCCLURE AND SONS, INC.	110,099.30
1827	LENTZ, FLORENCE K.	7,275.00
1828	QUALITY BUSINESS SYSTEMS	6,073.63

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1829	SHI INTERNATIONAL CORP.	375.59
1830	CLARK & SONS EXCAVATING INC.	18,260.00
1831	VELLAT, MARC H.	32,050.00
1832	EASTSIDE HOMES, INC.	106,645.57
1833	NAZARIYA, ANATOLI	1,566.46
1834	SUMMIT TREE AND LAND, INC.	4,489.50
1835	INC4INC, INC.	7,500.00
1836	BEST HARBOUR DEVELOPMENT LLC	7,500.00
1837	DACO ENTERPRISES, LLC	2,500.00
1838	AVIDIA HEALTH	676.80
1839	PLANTS NORTHWEST, INC.	3,269.30
1840	BERGMANN, SEAN & LINETTE	9,500.00
1841	SEATTLE PHOTO BOOTHS	565.02
1842	SIMONDS COURT LLC	8.36
1843	TUFF SHED, INC	1,872.83
1844	YOM: FULL SERVICE COURT REPORTING	9,055.00
1845	WETHERHOLT & ASSOCIATES, INC	7,855.00
1846	AWCPD	100.00
1847	THE GREENBUSCH GROUP, INC.	8,929.91
1848	STANLEY PATRICK STRIPING COMPANY	38,747.76
1849	TIM HUNTER CREATIVE SERVICES	2,075.00
1850	GOPALAKRISHNAN, ANUSHA	250.00
1851	BLESSINGTON, DEBBIE	611.67
1852	STANTON, ANN	241.18
1853	HALO BRANDED SOLUTIONS	6,620.50
1854	LUTRON SERVICES CO., INC.	487.50
1855	OFFICE DEPOT	1,145.08
1856	ARCADIA HOMES LLC	20.00
1857	NORTHSHORE CHURCH	210.00
1858	SCHARBACH, WAYNE	106.05
1859	IRON CREEK CONSTRUCTION LLC	112,154.37
1860	CASCADE BICYCLE CLUB	40.00
1861	DIVA II LLC	154,266.10
1862	ASHEIA BIAS	1,750.00
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,131.90
1864	INTERNATIONAL SOC. OF ARBORICULTURE	135.00
1865	BENJOEMUSIC, LLC	1,000.00
1866	JEFF SCROGGINS & COLORADO, LLC	1,500.00
1867	TACK PHOTOGRAPHY	8,100.00
1868	FLYNN, ASHLEIGH	1,250.00
1869	LAMBERT-RYAN, SHANNON	1,500.00
1870	CRISP CREPERIE FOOD TRUCK	36.00
1871	ADELMAN, ASHLEY	71.55
1872	BAKKER, DREW	117.48
1873	ENGINEERING/REMEDIATION RES. GROUP	920,499.90
1874	LEGER, DEJAH	600.00
1875	STEWART, THOMAS	212.10
1876	BUSCHKE, ALEXANDRA	200.00
1877	SARREAL, JORDANI	250.00
1878	LWD, LLC	8,188.40
1879	HOLMBERG COMPANY	1,381.60
1880	TRIMAXX CONSTRUCTION, INC.	115,204.43
1881	MUSIC CENTER OF THE NORTHWEST	250.00
1882	SIGNCO	1,202.30
1884	CADMAN MATERIALS, INC.	1,068.80
1885	NATIONAL BARRICADE CO., LLC	2,579.68
1886	WSAPT	200.00
1887	HIGHCOM SECURITY, INC.	286.40

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1888	PEOPLEREADY	21,938.01
1889	WILLIAMS, KASTNER & GIBBS PLLC	27,105.84
1890	PACIFIC HOMES CONSTRUCTION	7,500.00
1892	HEARTH MUSIC	3,500.00
1893	YUNUSOV, SURIYA	36.00
1894	KEARNEY, AMANDA	3,387.00
1897	FAVORITE STUDIOS, INC.	546.88
1898	INTEGRITY FURNITURE	2,747.00
1899	KONTAGIOUS PERFORMING CO.	300.00
1900	ASPECT CONSULTING LLC	3,769.22
1901	NORTH COAST ELECTRIC COMPANY	507.78
1902	PHOTOTAINMENT	710.00
1903	PERRONE CONSULTING, INC., P.S.	8,412.98
1904	SHARP, GARY C	212.10
1905	GILLY, DONNA	212.10
1906	COOLEY SMILES	100.00
1907	CHRISTOPHER, MARINA	1,250.00
1908	VAUGHAN, KENT	1,550.00
1909	GOHEEN, JOSEPH W.	200.00
1910	BORROMEO, GABRIELLE	800.00
1911	SEATTLE BALLOON DECORATIONS	331.40
1912	TONY LIND PAVING	28,555.00
1914	MCNAMARA SIGNS	647.40
1918	CAIRN BREWING	140.00
1920	BERGER PARTNERSHIP	15,459.81
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	4,200.00
1922	INNOVATIVE DATA ACQUISITIONS LLC	2,550.00
1923	BRIZO, CARLOS A.	604.00
1924	WHIRLWIND SERVICES, INC.	18,268.35
1926	GUARDIAN SECURITY SYSTEMS, INC.	648.00
1928	BANCHERO, ALISON	150.00
1929	NINE YARDS BREWING, CORP.	180.00
1930	T-MOBILE USA, INC.	244.94
1931	TROCANO, LAUREN	250.00
1932	U.S. BANK N.A. - CUSTODY	232.00
1933	VALLEY, CHRIS & BETH	2,593.35
1934	WASHINGTON ASPHALT SEALERS, INC.	23,636.28
1935	YUMMY BOX FOOD TRUCK LLC	252.00
1936	SUPERION	33,111.50
1937	APPLY-A-LINE, INC.	3,911.50
1939	ARCHIVESOCIAL, INC.	2,388.00
1940	CURTIS, MARGARET	123.35
1941	PACIFIC LAMP & SUPPLY COMPANY	70.40
1942	GOURLIE, KYLE & AMANDA	216.00
1943	BALDWIN DESIGN WORKS, LTD.	1,510.47
1944	OHNO CONSTRUCTION	361,543.85
1945	GLASS MASTERS LLC	3,065.00
1947	MCMILLAN, RANDY	250.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	190.00
1949	TURNSTONE CONSTRUCTION, INC.	566.59
1950	BERRY SIGN SYSTEMS	12,011.58
1951	BERGQUIST, WILBUR	208.06
1952	CHILLZ	12.00
1953	CONNOR, DARLENE	250.00
1954	BENT, DEBORAH	63.30
1955	HUIZENGA ENTERPRISES, LLC	40,000.00
1956	GARZA, WILLIAM	150.00
1957	NEMES, EUGEN	1,765.00

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

Vendor Purchasing Report**For Date Range 01/01/2017 - 12/31/2017****Vendor Set: Vendor Set 01**

Vendor	Name	Volume
1958	NORTH HILL PROPERTIES, INC.	20,365.60
1959	TLG LEARNING	212.00
1960	WALTER E. NELSON CO.	529.33
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	4,196.50
Vendor Set Vendor Set 01 Total:		16,438,187.44

X. B. The following checks and electronic payments are approved for payment: Total Check #38216 thro...

**City of Kenmore, Washington
City Council Regular Meeting Minutes
October 9, 2017**

CALL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Mayor Baker at 7:00 p.m.

Councilmembers present:

Mayor David Baker
Councilmember Laurie Sperry
Councilmember Milton Curtis
Councilmember Nigel Herbig
Councilmember Stacey Denuski
Councilmember Brent Smith

Councilmembers absent:

Deputy Mayor Allan Van Ness

Staff present:

Rob Karlinsey, City Manager
Nancy Ousley, Assistant City Manager
Joanne Gregory, Finance and Administration Director
Debbie Bent, Community Development Director
Lauri Anderson, Senior Planner
Dawn Reitan, City Attorney
Kelly Chelin, City Clerk

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

PRESENTATION

Introduction of Brooke Knight, New Chief Executive Officer, Northshore Senior Center - Rob Karlinsey, City Manager

Ms. Knight addressed the Council as the new CEO of Northshore Senior Center. She is excited to be in her new position.

Distinguished Budget Presentation Award from the Government Finance Officers Association to the City of Kenmore - Rob Karlinsey, City Manager

City Manager Karlinsey recognized Director Gregory and her team for the award.

CITIZEN COMMENTS

Corina Pfeil
(On file)

Ms. Pfeil spoke to the business agenda item to consider options/revisions to the zoning code addressing "small cells."

Kim Allen
113 Cherry Street
Seattle, Washington 98124

Ms. Allen is from the Wireless Policy Group for Verizon, AT&T and T-Mobile. She agrees with staff's recommendation in the packet materials.

Alex Qih
19415 77th Place NE
Kenmore, Washington 98028

Mr. Qih told the Council he just moved here from California. He asked the Council to talk to their legislators about health care issues.

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Councilmember Herbig seconded the motion. The motion passed unanimously.

The consent agenda included the following:

The Following Checks and Electronic Payments are Approved for Payment:

Total Check #37860 through #37972 in the amount of \$1,660,709.91.

Payroll Check #10079 in the amount of \$11,710.55.

Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated 9/15/17 in the amount of \$102,028.94.

City Council Meeting Minutes of September 11, 2017

Authorize the City Manager to Execute a Contract with HDR, Inc. in an Amount not to Exceed \$132,000 to Complete Project Design NE 153rd Place Sidewalk Project

BUSINESS AGENDA

Consider Options/Revisions to the Zoning Code Addressing "Small Cells"- Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Director Bent and Senior Planner Anderson explained that at the Council's September 11 meeting, staff was asked to provide options for addressing the size of "small cells" in the Zoning Code. The wireless carriers—primarily Verizon—expressed concern about the current small cell definition which mandates that all antennas in a small cell facility occupy a space no larger than 3 cubic feet. Being defined as a "small cell" is important to the carriers as it allows a facility to locate on a utility or light pole in the City's single-family zoning districts as an outright permitted use. If not a "small cell," a wireless facility must obtain a conditional use permit in these zones, requiring a public comment period and conformance to review criteria. (Antennas on utility or light poles in the multifamily and most non-residential zones are already an outright permitted use.)

The small cell facilities currently proposed by Verizon for Kenmore occupy a space approximately 2.98 cubic feet per antenna. Given that two or more antennas may be proposed for a facility, the 3 cubic foot limitation prevents these facilities from consideration as small cells. Instead, as described above, they must be considered as regular wireless communication facilities with attendant review processes (typically, a conditional use permit in the City's single-family residential zones). The carriers have requested that the City's definition be amended to reflect the State's small cell definition which would allow each antenna in a small cell facility to be up to 3 cubic feet in size, with no limitation on the number of antennas.

The size of the T-Mobile shroud is 3.16 cubic feet, but it meets the 3-cubic-foot State definition as it includes both the antenna and some primary equipment.

Verizon has stated that their facilities may contain up to 3 antennas, although they have not yet constructed a 3-antenna small cell facility so they could not provide photos. Wireless Policy Group on behalf of Verizon, AT&T and T-Mobile submitted additional information on the small cell issue.

Staff has contacted Puget Sound Energy (PSE) about small cell facilities on their poles. PSE representatives clarified that they might consider allowing more than one carrier on the same utility pole.

Options for Council consideration include:

1. Adopt the State small cell definition with no limitation on the number of antennas on a pole. Staff strongly recommends against this approach given the potential impact to the single-family neighborhoods. With no limitation, the neighbors would have no opportunity to provide public comment on a multiple-antenna facility.
2. Adopt the State small cell definition, but add a limitation on the total number of antennas on a pole. Staff recommends this approach with a 3-antenna limitation. This would allow 3 antennas around a pole or a single antenna on top of the pole and 2 antennas around the pole. Reviewing the photos provided by the carriers, staff believes that the single-family residential neighborhoods should have a voice in the review process for poles with more than 3 antennas.
3. Amend the existing Kenmore definition to establish a total allowable size greater than 3 cubic feet for all antennas. For two antennas, a facility total of 6 cubic feet should meet Verizon's requirements. For three antennas, 9 cubic feet would be needed. Staff recommends against this measurement approach because of the complexity of determining how many square feet are in an "imaginary enclosure" housing more than a single antenna (the Zoning Code standard). Assessing 3 cubic feet per antenna, as in options 1 and 2, would be far easier for permit applicants and permit review staff.

After discussion between the Council and staff, the Council agreed to staff recommendation 2. Staff will proceed with issuing a notice for a public hearing at a future Council meeting.

STAFF REPORT

Recreational Marijuana Home Grows: Response to Request for Input from the Washington State Liquor and Cannabis Board - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Director Bent and Senior Planner Anderson reviewed a draft letter to the Council as follows:

DRAFT LETTER:

Thank you for the opportunity to comment on the three options you are considering in your study of regulatory options for recreational marijuana home grows. The City of Kenmore prefers Option 3 that would prohibit this activity and maintain the status quo. Our city has a recreational marijuana retailer that serves our citizenry, and we share the concerns you have outlined in your published evaluation of this option.

If the Board were to continue in the direction of allowing recreational marijuana home grows, we prefer Option 1 to Option 2. Option 2 would require us to undertake Municipal Code amendments and potentially to set up a new local control system for recreational marijuana home grows—no small undertaking! We assume it would then become our responsibility to address federal concerns. Our police department has expressed serious reservations about both Options 1 and 2.

Council discussed the different options.

MOTION: Councilmember Smith made a motion to send a letter that we don't see Option #2 as being a viable option, Councilmember Herbig seconded the motion. The motion failed 3-3-0 with Councilmember Curtis, Councilmember Sperry and Mayor Baker voting no.

MOTION: Councilmember Curtis made a motion to send the letter as written (and proposed by staff), Councilmember Sperry seconded the motion. The motion passed 4-2-0 with Councilmember Herbig and Councilmember Smith voting no.

City Manager Karlinsey asked the Council if they would like an update at the next meeting from the Lake City Partners on the shelter. The Council agreed to a short, five minute, report at the October 16, 2017 meeting.

COUNCIL REPORTS

Mayor Baker reported that he talked to the Governor about the Saint Edward ballfield project.

ADJOURNMENT

Mayor Baker adjourned the meeting at 7:42 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
City Council Regular Meeting Minutes
October 16, 2017**

CALL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Mayor Baker at 7:00 p.m.

Councilmembers present:

Mayor David Baker
Deputy Mayor Allan Van Ness
Councilmember Laurie Sperry
Councilmember Milton Curtis
Councilmember Nigel Herbig
Councilmember Stacey Denuski
Councilmember Brent Smith

Staff present:

Rob Karlinsey, City Manager
Nancy Ousley, Assistant City Manager
Debbie Bent, Community Development Director
John Vicente, City Engineer
Rod Kaseguma City Attorney
Kelly Chelin, City Clerk
Lauri Anderson, Senior Planner

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

PROCLAMATION

Honor the Life of Priscilla Ann Droge 1923-2017

Mayor Baker read a proclamation honoring the life of Priscilla Ann Droge, a resident of the City of Kenmore.

PRESENTATION

Greater Bothell Chamber of Commerce Update - Nancy Ousley, Assistant City Manager.
The Chamber announced to the Council that they would like to rename the Chamber to Bothell Kenmore Chamber of Commerce. There will be a cost associated with the name change. Council will revisit this expenditure at the mid-biennium budget review.

Outgoing Public Works Director Kris Overleese – Rob Karlinsey, City Manager

City Manager Karlinsey presented outgoing Director Overleese a framed picture and flowers for her service to the City.

October Homeless Shelter Update - Tsukina Blessing, Lake City Partners Ending Homelessness

Ms. Blessing gave an update on the temporary shelter for the month of October.

CITIZEN COMMENTS

Vicki Grayland
20308 73rd Avenue NE
Kenmore, Washington 98028

Ms. Grayland stated that it was good to hear that the shelter was doing well. She also spoke to her concerns with the ballfields.

Corina Pfeil
(on file)

Ms. Pfeil spoke to the zoning amendments and her thoughts about that fact that it did not include wholesale businesses.

John Hendrickson
5919 NE 202nd Lane
Kenmore, Washington 98028

Mr. Hendrickson spoke about road taxes and said the Council denies paying them each year. He asked Councilmember Sperry to consider speaking out before her term ends on the Council.

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Mayor Baker seconded the motion. The motion passed unanimously.

The consent agenda included the following:

The following checks and electronic payments are approved for payment:
Checks #37973 through #38080 in the amount of \$1,580,671.56.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated:
9/29/17 in the amount of \$97,755.15.

BUSINESS AGENDA

Review Recommendations Presented by the Planning Commission on the Neighborhood Business (NB) Zoning District Amendments - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Director Bent and Senior Planner Anderson explained that at the Council's September 18 meeting, the Planning Commission presented their recommendations for amendments to the Neighborhood Business (NB) zoning district. The NB zoning district is located in two places along Juanita Drive—at NE 153rd Place and at NE 170th Street. The City's Comprehensive Plan states that the purpose of the NB zone is to "provide convenient daily retail and personal services for a limited service area, to minimize the impacts of commercial activities on nearby properties, and to provide for limited residential development."

On September 18, Councilmembers had several questions:

1. How is an affordable housing fee-in-lieu calculated?
2. How is an affordable housing fee-in-lieu used?
3. Should the choice of whether or not affordable housing is built or a fee-in-lieu is provided be given to the developer or to the City? (The Planning Commission recommendation is that it be given to the developer.)
4. Where are automotive service uses allowed in the City?
5. Where are automotive sales uses allowed in the City?

Arthur Sullivan with A Regional Coalition for Housing (ARCH) was present to address questions 1 through 3. The requirement to provide affordable housing or a fee-in-lieu is only recommended for the north NB area (at NE 170th Street)—now called the Community Business (CB) Juanita subarea. If a developer wishes to obtain maximum residential density there (36 dwelling units per acre), affordable housing equal to a quarter of the “bonus” units (those over the base density of 24 dwelling units per acre) must be provided. This number can be reduced if housing affordable to low- or very-low income residents is provided. The developer also could choose to pay a fee-in-lieu rather than constructing the units.

The Planning Commission did not recommend an affordable housing incentive for the south NB zone at NE 153rd Place, instead providing a density incentive for mixed use development.

Responses to questions 4 and 5 about automotive sales and service are provided in Attachments 3 and 4. In both the CB Juanita subarea and the revised NB zone, the Planning Commission is recommending that automotive sales continue to be a prohibited use as it is currently. They also recommend that automotive service become a conditional use (rather than an outright permitted use) to allow neighbors to weigh in on any proposals for new automotive service businesses or large expansions of existing businesses.

Senior Planner Anderson explained that once the Council settles on a preferred approach, staff will prepare an ordinance for adoption.

MOTION: Councilmember Curtis made a motion to have staff draft an ordinance with one change that the Council made and everything else stays as the Planning Commission recommended, Councilmember Smith seconded the motion. The motion passed unanimously.

Sound Transit Bus Rapid Transit Project Update; Confirmation of Parking Garage General Location Options; Authorize City Manager to Sign Proposed Concurrence Agreement - Nancy Ousley, Assistant City Manager

Assistant City Manager Ousley explained that the Sound Transit representatives were here tonight to discuss the current and planned work on the Bus Rapid Transit project that will connect future Link Light Rail facilities at NE 145th Street with cities along the SR522 Corridor. This project is part of the Sound Transit 3 ballot measure that was approved in 2016. The project and Bus Rapid Transit service is scheduled to begin service in 2024.

Kenmore community members and City officials advocated for expanded transit services to be included in the ballot measure, and an exceptional five city joint City Council meeting was convened in Kenmore, resulting in the approval of a Resolution urging the Sound Transit Board to include Bus Rapid Transit along the NE 145th Street – SR 522 Corridor.

Current plans show two Bus Rapid Transit stations and a 300-space parking garage in Kenmore. Garage siting, environmental review and conceptual engineering will proceed in 2017-2019, with the Sound Transit Board scheduled to make decisions on the overall project in the 2nd Quarter of 2019.

Staff is looking for an approval of the concurrence agreement that outlines the expected work among the six SR 522 and SR 523 Corridor cities (Bothell, Kenmore, Lake Forest Park, Seattle, Shoreline and Woodinville), Washington State Department of Transportation and Sound Transit. Sound Transit and the City will develop a more detailed Partnership Agreement that will be presented for City Council approval later this year.

The City Council, representatives from Sound Transit and staff engaged in a discussion.

MOTION: Councilmember Herbig made a motion confirming the parking garage general locations (Park and Ride and Lakepointe) and authorize the City Manager to Sign the Proposed Concurrence Agreement, Mayor Baker seconded the motion. The motion passed unanimously.

COUNCIL REPORTS

Deputy Mayor Van Ness stated that he is in transition right now with selling his house. He is living with some friends in Kenmore until he moves to Idaho.

Mayor Baker reported that he met with the Governor about the ballfields. He also reported that he took a tour of Mary's Place and the Evergreen Medical Center will open in November.

ADJOURNMENT

Mayor Baker adjourned the meeting at 9:04 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Planning Commissioner Re-Appointments Proposed Council Action/Motion: Reappoint 3 existing Planning Commissioners to additional 3-year terms	For Council Meeting Agenda of: 11/13/17 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director</u> Initial & Date Approved by Department Head: <u>DA 10/27/17</u> Approved by City Attorney: _____ Approved by Finance Director: <u>DMK 10/30/17</u> Approved by City Manager: <u>DMK 10-30-17</u> Exhibits/Attachments:
Expenditure Required \$0 Amount Budgeted: \$0 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The terms of three current Planning Commissioners (Carol Baker, Mike Mulcare, and Scott McDonald) end this December. All three have expressed interest in being reappointed. Ms. Baker, of course, would not be reappointed if elected to the City Council on November 7. Planning Commissioners serve for a period of three years. Staff recommends that the three Commissioners be reappointed. If Ms. Baker moves to the City Council, staff recommends that a general recruitment be held to fill the Planning Commission vacancy and to create a roster of potential Commissioners. If a recruitment is necessary, it would occur in January. A quorum of only four Commissioners is required to conduct business, so the Commission could continue to operate during the time needed for any recruitment.	
<u>FISCAL CONSIDERATION:</u> None.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Municipal Code Chapter 2.30 creates the Planning Commission to provide guidance and recommendations to the City on policy matters relative to the amendment of the City's Comprehensive Plan and related land use regulations.	



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract Amendment to Contract No. 16-C1502 with Macleod Reckord for the Moorlands Park Improvements project. Proposed Council Action/Motion: Authorize the City Manager to execute Amendment No. 4 to Contract No. 16-C1502 with Macleod Reckord for Professional Services in the amount of \$13,240.	For Council Meeting Agenda of: November 13, 2017 Department: Community Development Prepared by: Ann Stanton, Parks Project Manager <u>Initial & Date</u> Approved by Department Head: <u>AS 11/13/17</u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u>AS 11/13/17</u> Approved by City Manager: <u>AS 11/13/17</u> <u>3 Nov 2017</u> Exhibits/Attachments: Amendment No. 4 to Contract #16-C1502	
Expenditure Required \$13,240.00	Amount Budgeted \$2,190,020	Appropriation Required NA
<u>INFORMATION/BACKGROUND:</u> The Moorlands Park Improvements project is upgrading the athletic field and adding paths, restroom, landscaping, and new playground equipment. The project started on time and is on schedule to be completed this year. Macleod Reckord is the landscape architecture firm assisting with this renovation. On 2/11/16 Council authorized execution of Contract No. 16-C1502 with MacLeod Reckord for an amount not to exceed \$194,990.20 to prepare construction documents and provide construction oversight. Amendment No. 1 authorized an increase of \$32,323.50 on 10/5/16 to add a tree assessment, outfield underdrainage analysis and 30% cost estimate. Amendment No. 2 completed additional surveying, design and permit support services. Amendment No. 3 provided additional permit support services for tree protection coordination and design of new surface water quality treatment requirements required for permit approval. The contractor for this project has required project management assistance from Macleod Reckord substantially beyond that anticipated due to incomplete/noncompliant submittals and deviation from project requirements. Macleod Reckord has been providing review and response documentation and correction of noncompliant work beyond the contracted scope. This proposed Amendment No. 4 is necessary to maintain this increased project support through completion of the project. Staff recommends Council authorize execution of Amendment No. 4 to Contract No. 16-C1502 with Macleod Reckord in the amount of \$13,240.		
<u>FISCAL CONSIDERATION:</u> There is sufficient budget to cover this amendment. On 7/24/17, Council authorized a budget amendment, increasing the project budget to \$2,190,020. If Amendment No. #4 is approved, the total contract amount for Macleod Reckord will be \$256,091.35, or 18% of the estimated cost of construction. RCO grant funding in the amount of \$637,520 is included in this project.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal #6 To continue to implement a Parks Improvement and Financial Plan.		

City of Kenmore
Contract No. 16-C1502
Amendment #4

The following sections of the contract for professional services dated 3/1/2016, between the City of Kenmore ("City") and Macleod Reckord PLLC ("Consultant") is amended to read in its entirety as set forth below or attached. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be performed by Consultant: The Consultant shall perform the additional services described in Attachment A. The Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

Section 2. Compensation and Method of Payment: The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C" in the original contract. The City shall pay Consultant a sum not to exceed \$13,240.00 according to the fees and rates described in Attachment A.

Section 3. Duration of Agreement: This agreement shall be in full force and effect through January 31, 2018. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

Dated this _____.

CONSULTANT

CITY OF KENMORE

By: _____
Connie Reckord
Title: Principal

By: _____
Rob Karlinsey
Title: City Manager

Date: _____

Date: _____

MacLeod Reckord PLLC

Landscape Architecture ■ Planning ■ Urban Design
110 Prefontaine Place South, Suite 600
Seattle, Washington 98104
P 206-323-7919
F 206-323-9242

ATTACHMENT A

Moorlands Park
Contract No. 16-C1502
Amendment #4
October 6, 2017

Scope of Work

8.0 [Increased] Construction Administration Services

8.2 Construction Administration Services

Original scope of services has not changed, however the time expended for submittal review, RFI response, and Change Proposals/Field Directives for the project has expanded well beyond the estimated and allotted hours. This been a result of the following:

- Initial submittal log and numerous submittals were referencing incorrect spec sections or products, requiring significant review and in several cases, request back to the Contractor to resubmit items correctly.
- Numerous submittals were made for products not specified, and usually of inferior quality, requiring additional research and coordination with the contractor/suppliers/vendors to determine whether the product was suitable for use and whether a credit was due.
- Nearly all submittals required multiple responses, as neither original submittals nor resubmittals were complete or responded to the specific request for information. This is highly atypical and seems to be the result of the Contractor looking for cheaper substitutions after the bid, and/or simply refusing to provide the information required.
- Additional RFI response and coordination with subconsultants was required as a result of discovery of unanticipated field conditions regarding utilities, buried foundations and buried sump/tank.

The original allowance for this work was a total of \$3,630.

The approximate total additional amount expended to date for this work is \$7,480.

The estimated additional total anticipated for completion (Oct - Nov) is \$1,360.

8.3 Weekly Construction Progress Meetings

The original scope did not include preparation of agenda or meeting notes, work that was scoped to be done by the City. This was an oversight on the part of MR at the beginning of the project (it was a last minute revision to scope by the previous PM, and is something we typically do), but was noted in July correspondence with the City.

The original allowance for this work was a total of \$0.

The approximate total additional amount expended to date for this work is \$3,460.

The estimated additional total anticipated for completion (Oct - Nov) is \$940.

MACLE
OD·RE
CKORD

The original scope anticipated attendance by the Project Designer (Arielle Farina-Williams) at only 50% of the meetings. Based on a reasonable expectation on the City's part that we would not now be charging more for her time, we are not including time for her attendance at 50% of the meetings.

We are requesting approval of additional services for the work as noted above totaling **\$13,240**. Please let me know if you have questions or require additional information.

Thank you,

A handwritten signature in black ink, appearing to read 'Connie', with a stylized flourish extending to the right.

Connie Reckord, Principal

Moorlands Park**Amendment #4**

MacLeod Reckord Fee Derivation

October 6, 2017

		MacLeod Reckord				
		CR	AFW	SI	CB	SUBTOTAL
Task	SCOPE OF WORK	\$160.00	\$130.00	\$100.00	\$95.00	
8.0	Increased Construction Administration Services					
8.2	Construction Administration Services					\$0
	Increased submittal, RFI, CP and CO review/approval	14	38	3		\$7,480
	Oct-Nov extension of services as noted above	2	8			\$1,360
	Subtotal:	16	46	3	0	\$8,840
8.3	Weekly Construction Progress Meetings					\$0
	Agenda and MN preparation, revision, distribution	3	20		4	\$3,460
	Oct-Nov extension of services as noted above	1	6			\$940
	Subtotal:	0	0	0	0	\$4,400
	Subtotal	16	46	3	0	\$13,240
Direct Expenses:						
SUBTOTAL:						\$13,240

Subject/Topic: Five year agreement between King County and the City for surface water billing services. Proposed Council Action/Motion: Authorize the City Manager to execute agreement 17-C1802 for surface water management fee billing and revenue collection services.	For Council Meeting Agenda of: <u>November 13, 2017</u> Department: <u>Public Works</u> Prepared by: <u>Richard Sawyer</u> Initial & date Approved by Department Head: <u>ES BEHAF OF JV</u> Approved by City Attorney: <u>JA</u> Approved by Finance Director: <u>Aug 11/2/17</u> Approved by City Manager: <u>NKOR RUC 3 NOV 2017</u> Exhibits/Attachments: <u>NA</u>
Expenditure Required \$32,000/yr Amount Budgeted \$14,000/yr Appropriation Required \$18,000/yr	
<u>INFORMATION/BACKGROUND:</u> Chapter 13.40 Kenmore Municipal Code authorizes the City to collect surface water service charges to fund the City's surface water management program. The City, along with many other King County municipalities, utilizes King County's existing property tax billing system in order to collect SWM service charges from Kenmore property owners. The service is provided by two King County departments, including the King County Treasurer and the King County Water and Land Resources Division (WLRD). WLRD collects and manages information provided by City staff and they submit the SWM service charge information to the King County Treasurer. Kenmore property owners receive their SWM service charge as part of their property tax statements and submit payment to the County, who then pass along the applicable SWM service charge portion back to the City. The King County Treasurer automatically deducts a percentage of the City's revenue before transferring funds to the City as a fee for their service and WLRD invoices the City annually using a per parcel fee. The current agreement with the County expires on December 31, 2017. This agreement will start January 1, 2018 and expire December 31, 2022. <u>FISCAL CONSIDERATION:</u> The adopted 2017-2018 biennium budget allocates \$14,000 per year for King County to provide this service, which only includes the WLRD portion of the service invoiced annually. The deduction made by the King County Treasurer (currently totaling \$18,000 per year) is not represented in the adopted budget. The amount requested for this agreement more accurately represents the total cost of the service provided by King County. A budget amendment for this item is also being presented to Council during the budget amendment process. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Provide effective and efficient services. Address watershed issues affecting the City.	



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:	For Council Meeting Agenda of: November 13, 2017
City Manager Employment Agreement	Department: City Manager's Office
Proposed Council Action/Motion:	<u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <u>email R.K</u> Approved by Finance Director: <u>11/7/17</u> Approved by City Manager: <u>N/A</u>
Approve an amendment to the City Manager's employment agreement, effective January 1, 2018.	Exhibits/Attachments: Proposed Amendment No. 1
<u>INFORMATION/BACKGROUND:</u> The City Manager's employment agreement provides for annual performance-based salary increases at the City Council's discretion. The City Council recently evaluated the performance of the City Manager. Based on completion of work plan items and progress toward City Council goals as well as general management and leadership of the City organization, members of the City Council propose to increase the City Manager's base salary in Section 4 of the agreement. The amendment is shown in the attached exhibit. This amendment and salary increase will be effective January 1, 2018.	
<u>FISCAL CONSIDERATION:</u> Employee salaries, including estimated merit increases, are included in the City's adopted budget.	
<u>COUNCIL GOALS ADDRESSED:</u> All City Council Goals	

City of Kenmore Contract No. 16-C1631
Amendment No. 1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER is entered into as of the 13th day of November, 2017, by and between the CITY OF KENMORE, King County, Washington ("City") and ROBERT G. KARLINSEY ("Manager").

RECITALS

- A. The parties entered into an Amended and Restated Employment Agreement for City Manager effective January 1, 2017.
- B. The parties desire to increase the Manager's salary based upon merit in accordance with paragraph 5 of the Agreement.

AMENDMENT

1. Effective January 1, 2018, paragraph 4 of the Agreement is amended as follows:

4. Salary.

The City shall pay the Manager a salary of ~~\$172,190~~ \$179,938 per year, payable in equal installments in accordance with the City's normal payroll schedule. In subsequent years, the Manager's salary shall be increased each January 1 by a cost of living adjustment equal to the cost of living increase for other full-time City employees, if any, or a merit increase in accordance with paragraph 5 of this Agreement, whichever is greater. This Agreement shall be deemed to be automatically amended to reflect any salary increases.

2. Except as expressly set forth in this Amendment, the Agreement shall continue in full force and effect as written.

CITY MANAGER

CITY OF KENMORE

By _____
Robert G. Karlinsey

By _____
David Baker, Mayor

Date: _____

Date: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Consideration of Interlocal Agreement with Lake Forest Park for Traffic Engineering Services. Proposed Council Action/Motion: Authorize the City Manager to Execute an Interlocal Agreement with the City of Lake Forest Park for Traffic Engineering Services.	For Council Meeting Agenda of: November 13, 2017 Department: Public Works Prepared by: Brett Schock, PE <u>Initial & Date</u> @ 11/9/17 Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager: RDK Exhibits/Attachments: Attachment A – Interlocal Agreement with Lake Forest Park for Traffic Engineering Services
<u>INFORMATION/BACKGROUND:</u> The City of Lake Forest Park has, historically, utilized King County for traffic engineering services. In 2017, King County has moved away from providing these services for Cities. The City of Kenmore was proactive in addressing this and hired a traffic engineer in 2015. The City of Lake Forest Park has expressed an interest in using the City of Kenmore's traffic engineer to provide traffic engineering services on a limited, as-needed basis through the interlocal agreement included as Attachment A. Kenmore's traffic engineer would remain a City of Kenmore employee and would prioritize City of Kenmore projects and concerns. City of Kenmore and Lake Forest Park administrators will coordinate to ensure that the needs of both cities are being met through this agreement. Addressing of traffic engineering concerns in Lake Forest Park can have a spillover effect in Kenmore, and concerns or improvements which cross jurisdictional borders can be coordinated easier with this agreement in place. The agreement renews annually and can be terminated by either party with 30 days' written notice.	
<u>FISCAL CONSIDERATION:</u> Lake Forest Park will be charged a full loaded hourly rate of for these services, inclusive of the traffic engineer salary and benefits, plus administrative overhead. This rate, \$80.50 per hour through December 31, 2017, increases annually based on the Consumer Price Index and can be otherwise adjusted by an agreement of administrative personnel at both Cities. Council will be provided with a report on hours spent on Lake Forest Park tasks and revenue generated six months after approval of this interlocal agreement.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel	

Attachment A

Interlocal Agreement for Traffic Engineering Services

INTERLOCAL AGREEMENT

THIS AGREEMENT ("Agreement") is hereby entered into by and between the City of Lake Forest Park, a Washington municipal corporation ("Lake Forest Park") and the City of Kenmore, a Washington municipal corporation ("Kenmore") (individually, the "Party," collectively the "Parties").

RECITALS

WHEREAS, the Parties are authorized to undertake joint and cooperative action pursuant to Chapter 39.34 RCW; and

WHEREAS, Kenmore employs a Traffic Engineer ("Traffic Engineer"); and

WHEREAS, Lake Forest Park requires traffic engineering services, but does not employ a traffic engineer; and

WHEREAS, Kenmore is willing to provide the services of Kenmore's Traffic Engineer to Lake Forest Park, pursuant to the terms in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to provide the services of Kenmore's Traffic Engineer to Lake Forest Park.

2. **Contract Administration.** This Agreement shall be administered jointly by Kenmore's City Manager and Lake Forest Park's City Administrator, or their respective designees (individually, an "Administrator"). The Parties shall identify their respective Administrator by sending written notice thereof to the other Party.

3. **Procedure for Requesting and Approving Services.** If Lake Forest Park desires to use the services of Kenmore's Traffic Engineer, the Lake Forest Park Administrator shall give notice to the Kenmore Administrator, describing the type, extent and schedule of requested traffic engineering services consistent with the scope of services described in Section 4 of this Agreement. The Lake Forest Park Administrator shall also provide promptly any information requested by the Kenmore Administrator with regard to the requested services. The Kenmore Administrator may, in the Administrator's sole and complete discretion, approve, modify, or deny such request ("decision"), promptly give notice of the decision to the Lake Forest Park Administrator. The Lake Forest Park Administrator shall give notice promptly of the Administrator's acceptance, modification or denial of the decision to the Kenmore Administrator. Following the Lake Forest Park Administrator's acceptance of services, the Traffic Engineer shall commence the services.

4. **Scope of Services; Equipment Requirement.** The scope of traffic engineering services to be provided by the Traffic Engineer includes but is not limited to the following:

- a. Gathering traffic speed and volume data from identified locations.

- b. Writing of reports that describe speed and volume data and traffic engineering recommendations based on that data.
- c. Investigating reports of traffic and pedestrian safety concerns and providing written recommendations to address the concerns.
- d. Identifying and marking installation locations for requested new signage, pavement markings and other identified traffic enhancement devices.
- e. Writing requests for contractors to manufacture, install and otherwise implement recommended traffic enhancements derived from investigations and acquired traffic data.
- f. Performing quality control of installations to ensure accuracy of requested traffic enhancement installations.
- g. Informing the Lake Forest Park Administrator of discrepancies or deviations from the requested traffic enhancement installation plan.

("Traffic Engineering Services"). Lake Forest Park shall obtain for use of the Traffic Engineer all equipment or devices determined by the Traffic Engineer or Kenmore Administrator to be necessary to perform Traffic Engineering Services. The Kenmore Administrator's decision shall identify any required equipment or devices; provided, that the Kenmore Administrator or Traffic Engineer may require such equipment or devices following the acceptance of Traffic Engineering Services.

5. Nature of and Obligation to Provide Traffic Engineering Services. Lake Forest Park acknowledges and understands that Kenmore's approval of Traffic Engineering Services under this Agreement is purely voluntary and at the sole discretion of Kenmore and the Kenmore Administrator. If the Traffic Engineer is unable to perform the Traffic Engineering Services as approved, or anticipates a change in such performance, the Traffic Engineer or Kenmore Administrator shall advise promptly the Lake Forest Park Administrator of the scope of and reason for the change. Kenmore shall not be liable to Lake Forest Park for any refusal or inability to provide Traffic Engineering Services, and such refusal or inability shall not be considered a breach or default under this Agreement.

6. Compensation and Payment. Lake Forest Park shall compensate and reimburse Kenmore for the Traffic Engineering Services as stated in **Exhibit A**, attached hereto and incorporated herein. Kenmore shall send monthly invoices in a form and in such detail as is agreed to by the Administrators. Lake Forest Park shall pay the invoice within thirty (30) days of the date of the invoice.

7. Supervision. Lake Forest Park shall supervise the Traffic Engineer during the performance of Traffic Engineering Services.

8. Employment Status. When performing Traffic Engineering Services, the Traffic Engineer shall be an employee of Kenmore.

9. Indemnity and Hold Harmless. The Parties agreed to indemnify, defend, and hold harmless each other, their respective officials, agents, and employees, from and against any and all claims, actions, damages, injuries, liabilities, fines, penalties, costs and expenses

(including reasonable attorneys' fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, and employees acting within the course and scope of their employment), the performance of said Party's obligation under this Agreement, or the exercise of a Party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying Party and the other Party, the indemnity obligation of this Section shall apply only to the extent of the negligence of the indemnifying Party and its actors. The foregoing provisions specifically and expressly intend to constitute a waiver of each Party's immunity under Industrial Insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. **Notice.** Any notices or other communications required or permitted under this Agreement shall be in writing and emailed, hand delivered, sent by United States Mail, postage prepaid to the addresses set forth below:

To Kenmore:	City of Kenmore Attention: Rob Karlinsey, City Manager P.O. Box 82607 Kenmore, WA 98028 Rkarlinsey@kenmorewa.gov
-------------	--

To Lake Forest Park:	City of Lake Forest Park Attention: Pete Rose, City Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155
----------------------	--

11. **Term and Termination.** This Agreement shall take effect upon the date of signature by the last Party signing it and shall remain effect until December 31, 2017, and shall automatically renew thereafter for successive one (1) year terms until terminated in accordance with this Agreement. A Party's participation under this Agreement may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other Party.

12. **Compliance with Law.** Nothing in this Agreement shall be construed as excusing the Parties from compliance with any applicable federal, state, or local laws and regulations. All such requirements and regulations are hereby made a condition of this Agreement. Violation of any such requirement or regulation shall constitute a breach of this Agreement by the Party.

13. **Filing with Auditor and Interlocal Cooperation Act Compliance.** This Agreement shall be listed by subject on each Party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the Parties do not intend to acquire, hold, or dispose of real or personal property for the purposes of this Agreement.

14. No Transfer or Assignment. This Agreement shall not be transferred or assigned in any manner.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought arising out of this Agreement shall be King County Superior Court, King County, Washington.

16. Authority to Enter Agreement. Each Party represents and warrants that it has been fully authorized by resolution to enter into this Agreement, and that the individual executing this Agreement on its behalf is authorized to do so.

17. Entire Agreement. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties. Any agreement or modification of the terms and conditions of this Agreement shall be pursuant to a written document signed by both parties.

AUTHORIZED AND EXECUTED by the Parties as of the dates hereinafter specified.

CITY OF LAKE FOREST PARK

CITY OF KENMORE

City Administrator
Date:

City Manager
Date:

Approved as to form:

Approved as to form:

City Attorney
Date:

City Attorney
Date:

EXHIBIT A

Compensation and Reimbursement

Traffic Engineering services (through 12/31/17) \$80.50 per hour

Traffic Engineering services rate will be adjusted annually on January 1st, at a minimum, by the increase in the Consumer Price Index (CPI) for All Urban Consumers, Seattle, for the current year of billing. Increases other than the CPI will require notice by the Kenmore Administrator to the Lake Forest Park Administrator for approval.

Mileage (through 12/31/17) \$0.535 per mile
(for use of City of Kenmore vehicles)

Mileage rate will be adjusted annually to match the Internal Revenue Service standard mileage rates for the current year of billing



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing On Proposed Tax Levies for 2018		For Council Meeting Agenda of: November 13, 2017											
		Department: Finance and Administration											
		Prepared by: Joanne Gregory											
Proposed Council Action/Motion: Public Hearing on Proposed Tax Levies Necessary to Meet Authorized Tax-Supported Estimated Expenses for the Year 2018. No Council Action is Required.		<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">Jmg 11/1/17</td> </tr> <tr> <td>Approved by City Attorney:</td> <td></td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right">Jmg 11/1/17</td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right">RDK</td> </tr> </table>			<u>Initial & Date</u>	Approved by Department Head:	Jmg 11/1/17	Approved by City Attorney:		Approved by Finance Director:	Jmg 11/1/17	Approved by City Manager:	RDK
	<u>Initial & Date</u>												
Approved by Department Head:	Jmg 11/1/17												
Approved by City Attorney:													
Approved by Finance Director:	Jmg 11/1/17												
Approved by City Manager:	RDK												
Exhibits/Attachments: Powerpoint Presentation													
Expenditure Required None	Amount Budgeted 2018 Property Tax Levy: \$4,740,194 2018 Excess Tax Levy: \$1,250,000	Appropriation Required N/A											
<u>INFORMATION/BACKGROUND:</u> A presentation and public hearing will be held November 13, 2017 regarding the proposed tax levies for 2018.													
<u>FISCAL CONSIDERATION:</u> The 2017 regular property tax levy was \$4,677,083 (the adopted budget was \$4,668,509). The budgeted levy for 2018 is \$4,740,194. The City is allowed to increase its levy by the <u>lesser</u> of one (1) percent or the percentage increase in the July IPD (Implicit Price Deflator). The IPD this year is 1.553% (which is more than 1%). The County Assessor has only released preliminary levy information at this time. Based on what has been received, the proposed property tax levy for 2018 may be \$4,836,070 which includes the allowable 1.0 % increase over 2017 (\$46,770), plus new construction which adds about \$109,657 (or 1.9%) to the tax rolls, and \$2,560 of refunds to be re-levied. This levy will exceed our budgeted levy by \$95,876 which anticipated a 1% increase and only \$25,000 for new construction. It is staff's recommendation to increase the levy by the full 1% which will provide needed resources for operations and maintenance of recent and future capital improvements. The 1.0% increase in the property tax levy will not have a dramatic increase on the tax that a homeowner pays, especially in this era of rising home values. In fact, with the increase in assessed valuation for the entire City, the levy rate will decline from \$1.20 to about \$1.14 for each \$1,000 of assessed value. The preliminary assessed value is \$4,237,297,639, an increase of about 8.5% from last year.													

i:\city clerk\agenda items\finance & administration\2017 council meetings\ab public hearing 2018 tax levy.docx

If the City Council were to approve the increase of 1.00% to the levy for 2018, this would generate additional revenue of \$46,770 which will also provide a compounding revenue benefit in future levies. The City also has "banked capacity" property tax available which is unused levy authority from prior years when the City chose to not take the allowable 1% increase. The City Council did not increase the tax levy by IPD or 1% for 2016 and the City's banked tax capacity is approximately \$590,000.

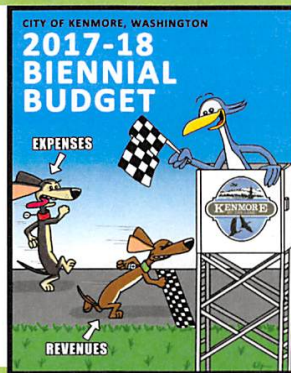
Based on Council's direction, an Ordinance to approve the tax levy and increase for 2018 will be presented at the November 27, 2017 City Council meeting.

Also to be considered is the 2018 excess property tax levy for repayment of the voted Walkways and Waterways bonds. In 2017 the City levied \$1,250,000 (.34/1,000 AV) to cover the debt service payments of \$1,136,503. It is recommended to levy \$1,250,000 in 2018 (.29/1,000 AV) for the debt service payments of \$1,221,750. An Ordinance to approve the excess tax levy for 2018 will also be presented at the November 27, 2017 City Council meeting.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

RCW. 84.55.120 The legislative body must hold a public hearing for the coming year's budget including consideration of possible increases in property tax revenues, before taking action on the property tax levy.

City of Kenmore Public Hearing 2018 Property Tax Levies



City Council Meeting November 13, 2017

Other Key dates...

**November 13,
2017**

- Public Hearing on
- 2017-2018 Mid Biennial Budget Adjustments
- 2018 Regular Property Tax Levy and Excess Levy

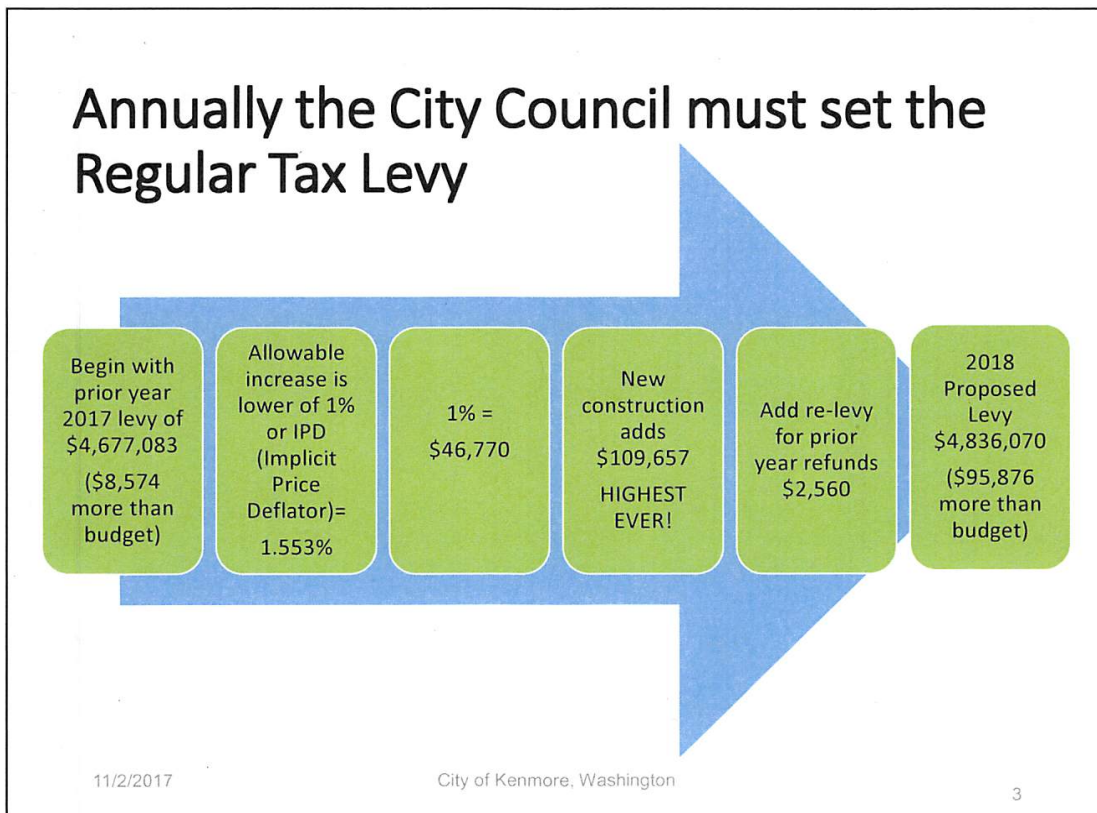
**November 27,
2017**

- Adopt 2017-2018 Mid Biennial Budget Amendment Ordinance
- Adopt 2018 Property Tax Levy Ordinance
- Adopt 2018 Excess Property Tax Levy Ordinance

11/2/2017

City of Kenmore, Washington

2



**Property
taxes and
assessed
valuation**

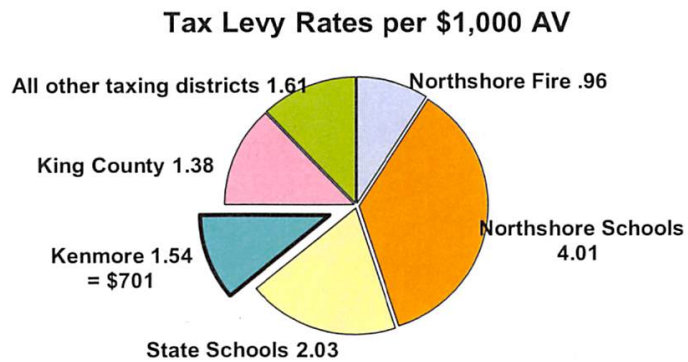
- **Proposed 2018 tax levy = \$4,836,070**
- 3.40% increase over last year levy
 - New construction would add:
 - \$109,657 to levy
 - From \$91,528,896 AV (prelim)
 - Plus re-levy prior refunds = \$2,560
 - 1% increase adds \$46,770
- **Budgeted 2018 tax levy = \$4,740,194**
 - Assumed 1% increase + \$25K new construction
 - Proposed > budget by **\$95,876**
- Total 2018 **Assessed Valuation (AV)**:
 - \$4,237,297,639 includes new construction
 - 8.5% **increase in AV** from 2017
 - tax rate projected at **1.14/\$1,000 AV** (doesn't include voted bond levy)
 - decrease from 1.20 in 2017

11/2/2017

City of Kenmore, Washington

4

Illustration of the 2017 Property Tax Distribution for a \$456,000 Home*



* 2017 Kenmore Median Residence Value

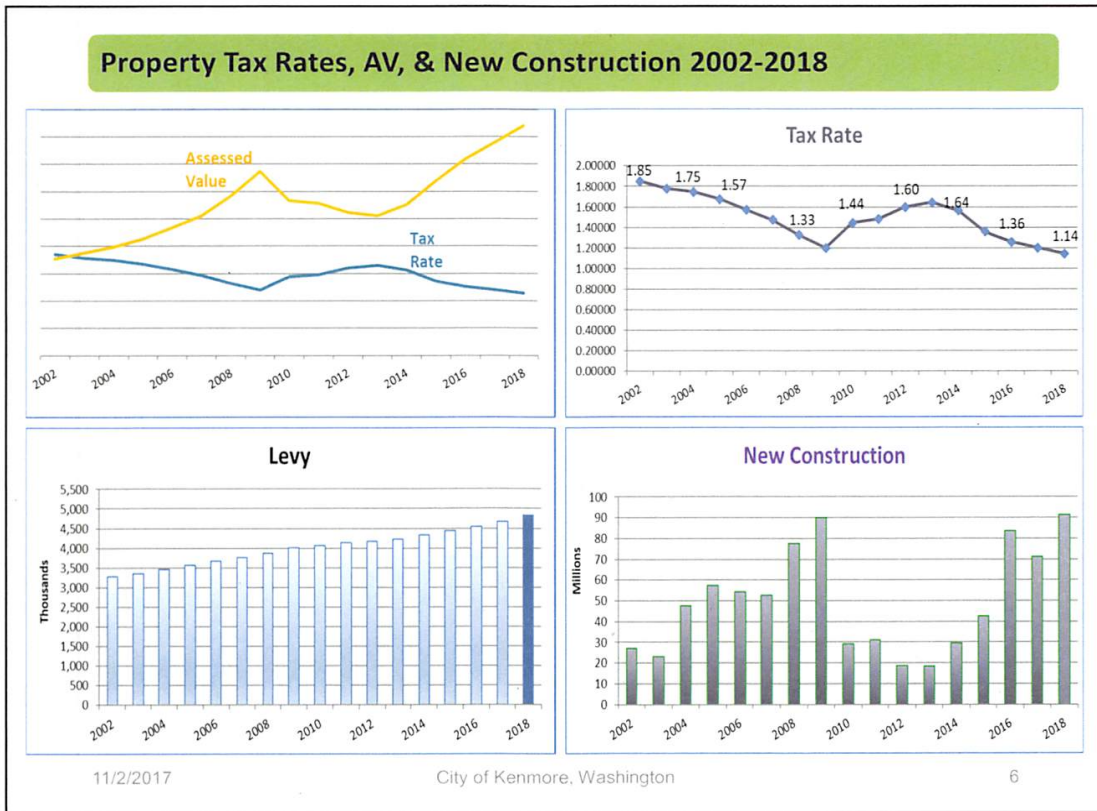
Estimated total tax bill of \$5,257

Percentages of total tax bill are based on tax rates for the various jurisdictions (total \$11.53/1000)

11/2/2017

City of Kenmore, Washington

5



Excess
Property
Tax Levy
for
Walkways
&
Waterways
Bonds

- **Tax payer voted \$9.2M bond issue**
 - First repayment of debt in 2017
 - \$845,000 Principal
 - \$291,503 Interest
 - Excess tax levy requested = \$1,250,000 (about .34/1,000 AV)
- Second repayment of debt in 2018
 - \$930,000 Principal
 - \$291,750 Interest
- Excess tax levy recommended = \$1,250,000 (about .29/1,000 AV)
- **Total levy rate for 2018 would be about \$1.43, a decrease of \$.10 from 2017**

11/2/2017

City of Kenmore, Washington

7

This concludes the presentation portion of the Public Hearing on the 2018 Property Tax Levies

The next actions on the will be:

- November 27:
 - Ordinance to set the 2018 Regular Property Tax Levy
 - Ordinance to set the 2018 Excess Property Tax Levy

THANK YOU!

Open for Questions and Public Comment

11/2/2017 City of Kenmore, Washington 8



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

Subject/Topic: Public Hearing on Mid Biennial Review Amendments to the 2017-2018 Biennial Budget and Salary Plan for 2018		For Council Meeting Agenda of: November 13, 2017 Department: Finance and Administration Prepared by: Joanne M. Gregory	
Proposed Council Action/Motion: Public Hearing on Mid Biennial Review Amendments to the 2017-2018 Biennial Budget and Salary Plan for 2018		Initial & Date Approved by Department Head: <u>JMG 11-8-17</u> Approved by City Attorney: Approved by Finance Director: <u>JMG 11-8-17</u> Approved by City Manager: <u>ROK</u> Exhibits/Attachments: October 30, 2017 Memorandum with attachments Draft 2018 Pay Ranges	
Expenditure Required	Amount Budgeted (First Amendment)	Appropriation Required	
N/A	\$71,803,400 All Funds Revenue \$70,974,705 All Funds Expenditures	\$72,000 Adjustment to Revenues \$191,700 Adjustment to Expenditures	

INFORMATION/BACKGROUND:

On December 12, 2016, the City of Kenmore adopted the 2017-2018 biennial budget. The city wide budget includes revenue (\$54,396,768) and expenditure (\$56,711,949) estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates. The budget was subsequently amended on July 24, 2017.

At this time the mid biennial review of the biennial budget as prescribed by State law is complete. Per RCW 35A.34.130, cities that budget on a biennial basis must adopt an ordinance providing for a mid biennial review and any modifications of the biennial budget. This must occur no sooner than eight months after the start (September 1, 2017) and no later than the end of the first year of the biennium (December 31, 2017). Another requirement of the mid biennial review process is a public hearing at a City Council meeting, which is to be held on November 13, 2017.

Funds affected include the General Fund and the Surface Water Management Fund as described on the attached Memorandum.

Also included for Council consideration is an update to the Salary Plan. The CPI-W as of June was 3%. This is the index typically used by the City for wage adjustments. The pay ranges in the attached Salary Plan have been updated and increased by 3% which would allow for a 3% wage adjustment for all employees on January 1, 2018.

Several staff positions are at the top of their pay range and will not be eligible for a merit increase during 2018. The wage adjustment increase should not have a negative impact on the salary and benefit budgets.

There are two other recommended actions for Council consideration. One is a request for Council approval to change the Traffic Engineer position from a limited four-year term to a regular position. No change in salary is proposed.

The second request is approval of a new position known as Communications Specialist (pay range \$5,086 - \$7,019) to replace the former Community Relations Manager/Policy Analyst position (pay range \$6,277 - \$8,662). This position would be responsible for strategic direction and implementation of the City's communications, including website, publications, and social media. Assignments may also include representing the city on interjurisdictional groups for regional service contracts and conducting policy or management analysis. Given current staffing and consulting resources for media relations/marketing, events and volunteer management, this new classification can accomplish communication priorities and provide some budget efficiencies.

If acceptable to the City Council, an ordinance will be presented for adoption at the City Council meeting on November 27, 2017 which will include the budget amendments, the revised Salary Plan for 2018 with a 3% increase, and authorization of a regular Traffic Engineer position (no longer limited term) and a Communications Specialist position.

FISCAL CONSIDERATION:

See attached October 30, 2017 Memorandum for detail of proposed revenue and expenditure adjustments.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Per RCW 35A the budget is the legal authority to expend public funds and controls those expenditures by setting the amount of the appropriation at the fund level by ordinance.

i:\admin & finance\budget\2017-2018\amendment #2 mid biennium and 2018 levy\ab 2017-2018 mid bi budget amend .docx



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Mayor, Members of the City Council

FROM: Rob Karlinsey, City Manager;
Joanne Gregory, Finance Director

DATE: October 30, 2017

RE: Recommended 2017-2018 Mid Biennium Budget Amendments

On December 12, 2016, the City of Kenmore adopted the 2017-2018 biennial budget. The city wide budget included revenue (\$54,396,768) and expenditure (\$56,711,949) estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates.

A budget amendment was approved July 24, 2017 which pertained primarily to budgets for capital projects, carryovers, and related funding sources. Those adjustments resulted in an amended city-wide revenue budget of \$71,803,400 and expenditure budget of \$70,974,705.

The 2017-2018 mid biennium review would be the second amendment for the current biennium. Adjustments are recommended for the General Fund and the Surface Water Fund and are displayed in the tables below. City Council direction is requested for funding requests in the General Fund expenditure table.

Green shading represents revenue accounts and pink shading represents expenditure accounts. These adjustments would result in an amended city-wide revenue budget of \$71,875,400 and expenditure budget of \$71,166,405.

The net effect of budget amendments are shown as a net adjustment to the budgeted ending fund balance at the end of each table.

Description	2017-2018 Current Budget	Proposed Increase (Decrease)	2017-2018 Amended Budget	Explanation
General Fund				
Revenues:				
Intergovernmental Revenue	\$0	\$27,000	\$27,000	Estimate of reimbursement from Department of Natural Resources for removal of derelict boat

November 2017 Budget Amendment

Other Reimbursements	\$0	\$41,000	\$41,000	Applicant paid for St Edward Lodge EIS
Fines and Forfeitures	\$0	\$45,000	\$45,000	Code enforcement recoveries from prior years
Total Additional Resources		\$72,000		

Description	2017-2018 Current Budget	Proposed Increase (Decrease)	2017-2018 Amended Budget	Explanation
General Fund				
Expenditures:				
Donation to Kenmore Waterfront Activities Center (see attachment 1 memo from KWAC)	\$0	\$36,100	\$36,100	Request for the following: 5 Training Ergs \$7,500 1 Double Rowing Shell 4,000 1 Dragon Boat 7,500 2 Trainer Kayaks 4,000 3 Racing Kayaks 7,500 1 K2 Kayak 3,500 7 Racing Paddles 2,100
Greater Bothell Chamber of Commerce (see attachment 2)	\$0	\$6,600	\$6,600	50% of estimated cost to add Kenmore to Chamber name, graphics & website
Code Enforcement	\$0	\$30,000	\$30,000	Derelict boat removal costs, 90% to be reimbursed by Dept. of Natural Resources
Hearing Examiner	\$20,000	\$30,000	\$50,000	Lodge @ St Edward Appeal resulted in hearing costs of \$36,000
Lodge @ St Edward EIS	\$0	\$41,000	\$41,000	EIS costs, reimbursed by applicant
Computer Software	\$5,000	\$12,000	\$17,000	Mobile version of TrakIt permitting software for field use. Permitting revenues set aside for technology improvements cover this cost.
Total Additional Expenditures		\$155,700		
Ending Fund Balance	\$3,153,637	(\$83,700) Net change	\$3,069,937	

November 2017 Budget Amendment

Description	2017-2018 Current Budget	Proposed Increase (Decrease)	2017-2018 Amended Budget	Explanation
Surface Water Management Fund				
Expenditures:				
King County Surface Water Admin Fee	\$28,000	\$36,000	\$64,000	To recognize full cost of King County charges for billing, collecting, and remitting Kenmore surface water fees which include an estimate of charges from the Water & Land Resources Division (\$14,000) and the Treasurer's Division (\$36,000)
Ending Fund Balance	\$498,795	(\$36,000) Net change	\$462,795	

SUMMARY OF ALL FUNDS

The proposed revenue adjustments represent an increase of \$72,000 from the 2017-2018 amended revenue budget of \$71,803,400 bringing the total adjusted revenues, for all funds, to \$71,875,400. There are no inter-fund transactions proposed.

The proposed expenditure adjustments, for all funds, represent an increase of \$191,700 to the 2017-2018 amended biennial expenditure budget of \$70,974,705 bringing the total amended expenditure budget to \$71,166,405.

If approved by the City Council, an Ordinance will be presented to the City Council on November 27, 2017 to adopt the recommended budget amendment.

Please let me know if there are questions that can be addressed prior to the November 13, 2017 City Council meeting.

Request for Financial Support from City of Kenmore

Kenmore Waterfront Activities Center

August 2017

Executive Summary

To better support the mutually-aligned goal of KWAC and City of Kenmore, to connect people to the water, we respectfully submit a request for financial assistance for equipment procurement in 2017.

The total request is for \$36,100 of equipment funding to help connect more people to the water.

Any such purchased equipment would be dedicated for primary use within Kenmore, with occasional temporary use at event sites (e.g., races) as reasonably warranted.

Background

Development of the sub-organizations ("club") within KWAC presents a series of unique challenges. Each club is aligned with KWAC's overall goal, and pursue it in their own way with their unique paddling sport needs. In keeping with KWAC's non-profit status and the City's commitment to public-access, Clubs are not profit centers, and raise few funds (which might suffice only to pay for contracted coaches). Annual dues are minimal, and not sufficient to purchase equipment. KWAC does provide "scholarships" to help at-need families or members participate in the various clubs and pay such dues. KWAC's fund-raising capabilities are limited and insufficient to provide the equipment necessary for the individual Clubs.

In short, in order to grow, KWAC must rely largely on donations.

Kenmore Rowing Club

KRC requests training equipment and an additional shell:

Equipment	Est. Cost	Qty	Total
Training Ergs	\$1,500	5	\$7,500
"Double" shell (used)	\$4,000	1	\$4,000
Subtotal			\$11,500

Ergs - Training ergs are a type of rowing machine for training while on land. Use of ergs are particularly essential for youth and adults new to the sport. Five ergs would allow training sessions that supports the team size; this would support youth rowing camps with 10 students (alternating rowing with rest/observation). In summer 2017, we had youth camps and expect to increase the capacity. For the adult masters' program, ergs provide a way to train in inclement weather, dark, and (potentially) during the winter. Ergs would allow us to hold three more practices per month during the April-Sept rowing season (i.e., 18 more practices) and potentially additional practices during the "off-season".

Double rowing shell – KRCU currently has two rowing shells that accommodate five people each ('straight 4s' which take four rowers and a coxswain) - for a total of 10 people. Since the number of attendance during training sessions may not be divisible by five, frequently rowers have to 'sit out' for half of the session and share. A double shell will help accommodate members in such cases, allowing two additional people on the water for each practice.

Moving forward, KRC anticipates larger sharing shells with the Inglemoor High School rowing program, which will have "4s" and "8s" that it is willing to share with the Kenmore Rowing club. Nonetheless, the "double" fills a specific need not covered elsewhere.

Seattle Flying Dragon Boats Club – Kenmore

SFDBCK request a single, 10-person racing dragon boat, to be matched with a similar boat provided to the Kenmore club by.

Equipment	Est. Cost	Qty	Total
10-Person dragon boat ("Champion")	\$7,500	1	\$7,500
Subtotal			\$7,500

SFDBC is obtaining a new large (40') dragon boat for use by the Kenmore branch, and is also willing to commit a 10-person racing dragon boat. This will obviously support more people for training concurrently, and allow for internal competitions.

Due to their size and weight, dragon boats themselves are not usually transported to intra-regional races, and host-clubs usually provide them for multiple teams. Consequently, having a second matching 10-person boat (funded by Kenmore) would allow the Kenmore club to host dragon boat races. With proper development and marketing, this can have a positive impact and "put Kenmore on the map" for dragon boat racing over future years.

Canoe & Kayak Club

To support a reasonable number of new students, a minimum number of boats is needed, in at least two different configurations (beginner and intermediate).

Equipment	Est. Cost	Qty	Total
"Trainer" kayaks	\$2,000	2	\$4,000
Racing kayaks	\$2,500	3	\$7,500
"K2" kayak	\$3,500	1	\$3,500
Racing paddles	\$300	7	\$2,100
Subtotal			\$17,100

Standard racing kayaks are individual equipment, matching one-per-athlete. Further, they are size-dependent, and skill-level dependent – beginning "trainer" kayaks are substantially different than actual competitive racing kayaks. KWAC does have an inventory currently of some kayaks; in fact, KWAC recently purchased a trainer kayak and paddle. However, to take a student-athlete through a training regimen to the point of being competitive, several kayaks are required. Further, to make efficient use of a coach's time, a minimum of four trainer kayaks are needed; it is simply not a productive use of time to support only two students at once. This equipment plan will support up to twelve athletes of different ages – four in trainers, eight in competitive sprint kayaks.

Finally, the remaining equipment requests include a two-person "K2" kayak, which is needed to train teamed athletes competitively (K2 style races are standard sprint races), and winged racing paddles which are required for racing (alternatives simply are not competitive).

Conclusion

KWAC and the City of Kenmore continue to mutually support each other in many ways, in time and talent. We at KWAC believe we have been good stewards of the equipment we have, which is placed at the services of citizens of Kenmore; more is needed to help provide even more services to more people.

We sincerely appreciate your consideration of our request.

A handwritten signature in black ink, appearing to read "Paul Flynn". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Flynn".

Paul Flynn

President, Northshore Canoe & Kayak Club (dba KWAC)

ATTACHMENT 2

Bothell Kenmore Chamber Conversion Cost Estimate	
Re-Branding	\$7,075
Logo Re-Design	
Website	
Domain / Hosting	
Emails	
Graphic Design for business cards/stationary/etc.	
Chamber Master Integration (\$600)	
Letterhead, Envelopes, TY Notes, Etc.	\$600
Membership Flyers/Brochures	\$500
Business Cards	\$300
Office Signage	\$1,000
Name Tags	\$72
Tablecloth (Chamber/KBA)	\$300
Event Banners/Signs	\$1,075
A-Boards	
Sponsor Banners (3)	
Podium Plaque	
Event Check In/Sales Signs	
Membership Decals	\$500
Social Media Conversion	\$100
Staff Time	\$1,000
Updates to KBA logo/website/business cards	\$250
Contingency	\$500
Total Estimated Cost:	\$13,272

City of Kenmore

EXHIBIT A ORDINANCE

Proposed 2018 Pay Ranges - **DRAFT**

Position	2018 Proposed Monthly Pay Ranges	
	Low	High
Assistant City Manager	9,783	13,500
Finance & Administration Director	9,097	12,554
Public Works Director/City Engineer	9,097	12,554
Community Development Director	8,974	12,385
Development Services Director	8,974	12,385
Public Works Operations Manager	7,185	9,916
Capital/Parks Project Manager	6,555	9,045
Senior Engineer	6,555	9,045
Surface Water Program Manager	6,555	9,045
Traffic Engineer	6,555	9,045
Senior Planner	6,423	8,864
Community Relations Manager/Policy Analyst	6,277	8,662
Civil Engineer	6,117	8,442
City Clerk	5,989	8,265
Building Inspector/Plans Examiner	5,582	7,703
Associate Planner	5,349	7,382
Accountant	5,086	7,019
Building Inspector/Code Compliance	5,086	7,019
Communications Specialist	5,086	7,019
Management Analyst	4,996	6,894
Executive Assistant	4,966	6,852
ROW Inspector	4,878	6,732
Surface Water Technician	4,584	6,325
Assistant Planner	4,504	6,215
Volunteer & Events Supervisor	4,280	5,905
Permit & Administrative Specialist	4,081	5,632
Public Records Officer/Administrative Assistant	4,081	5,632
Payroll & Accounting Specialist	4,081	5,632
Maintenance Worker	4,049	5,587
Administrative Assistant	3,858	5,324
Facility Maintenance Technician	3,629	5,008
Receptionist	3,391	4,679
Maintenance Custodian	3,208	4,428
Seasonal Maintenance Worker	15.45	19.57
Intern or Temp Office Aide	15.45	22.66
Mayor*	936.36	936.36
Councilmembers*	832.32	832.32
*Per Salary Commission, increase is 2% annually from 2017-2021		

11/8/2017 2:26 PM

City of Kenmore Public Hearing Mid Biennial Amendments to the 2017-2018 Budget

City Council Meeting November 13, 2017

Amendments to 2017-2018 Budget

- \$72,000 revenue adjustments to General Fund
- \$155,700 expenditure adjustments to General Fund
- \$36,000 expenditure adjustments to SWM Fund

Updates to 2018 Salary Plan

- June CPI W Seattle Index increased 3%
- Recommend 3% adjustment to salary ranges and adjust wages as of January 1, 2018

Two Personnel Actions

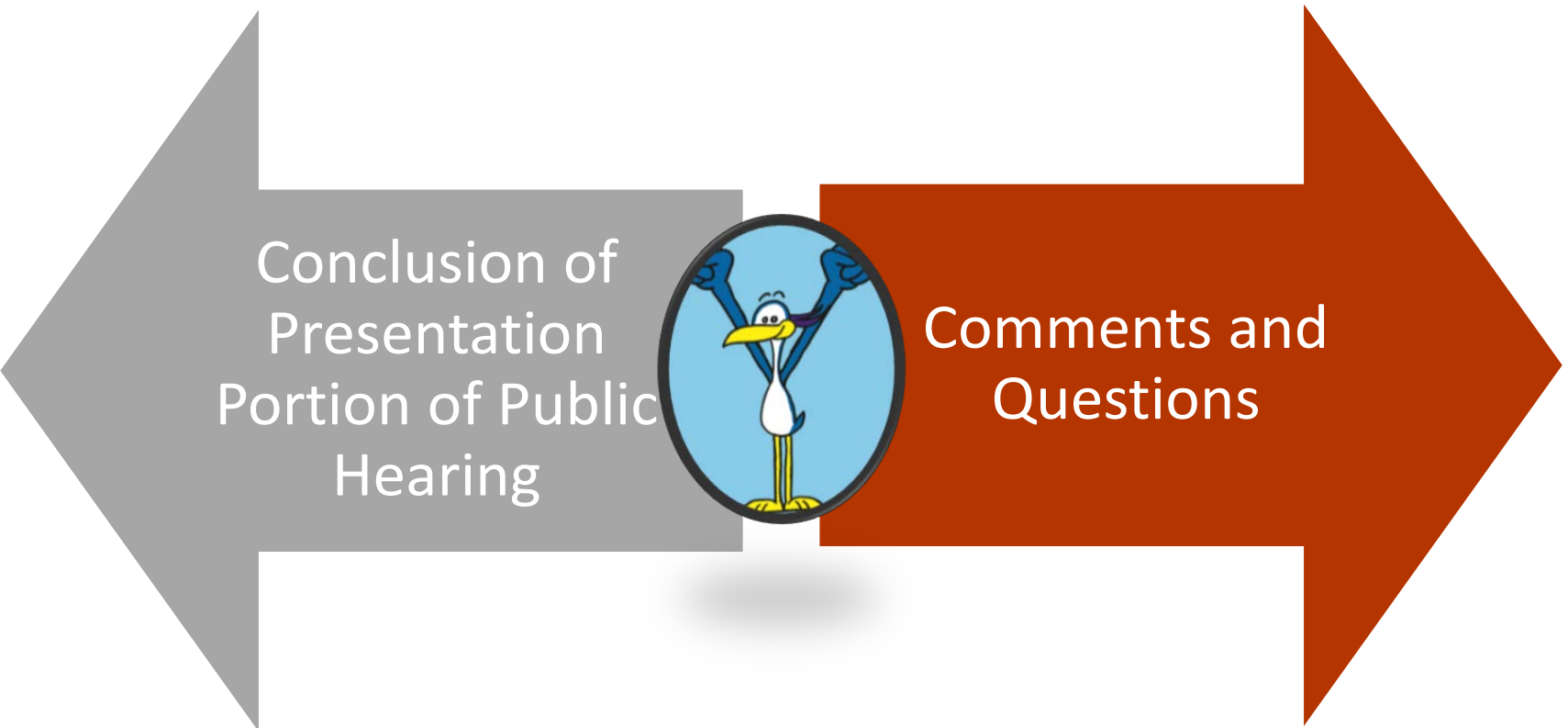
- Request to change status of Traffic Engineer from limited four year term to regular position
- Request to add new position and fill Communications Specialist

If amendments
acceptable to City
Council

- Amendment Ordinance will be presented on November 27, 2017

If Salary Plan and
Personnel
Changes
acceptable to City
Council

- Ordinance will include Amended Salary Plan for 2018 on November 27, 2017





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public hearing on proposed revisions to the Zoning Code addressing "small cells," followed by potential ordinance adoption.

Proposed Council Action/Motion:

Hold a public hearing on the proposed "small cell" amendments. After the public hearing, consider adoption of draft ordinance 17-0446.

For Council Meeting Agenda of: 11/13/17

Department: Community Development

Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Initial & Date

Approved by Department Head: CS, 10/24/17

Approved by City Attorney: DB, email, 10/24/17

Approved by Finance Director: ✓ [Signature], 10/30/17

Approved by City Manager: [Signature], 10-30-17

Exhibits/Attachments:

1. Draft ordinance 17-0446

Expenditure Required \$0 Amount Budgeted: \$0 Appropriation Required \$0

INFORMATION/BACKGROUND: At your October 9 meeting, you asked staff to revise the City's Zoning Code to adopt the Washington State definition of "small cell" and to add language in the Code limiting the number of small cell antennas that could be placed on a utility or light pole without a conditional use permit in some zoning districts. Staff has drafted the amendments for input at a public hearing and for your consideration (see draft ordinance 17-0446, Attachment 1).

In drafting the amendments, a question arose about whether the 3-antenna limitation also should apply to rooftop and façade antennas in the single-family residential zones. Currently, small cells (with the existing 3-cubic foot size limitation) are permitted on rooftops and facades without a conditional use permit—the same allowance as on a utility or light pole. Staff concluded that, in keeping with the utility and light pole changes, small cells on rooftops and facades also should be restricted in number. The draft ordinance reflects this staff recommendation.

Background: As you recall, the wireless carriers—primarily Verizon—have expressed concern about the current small cell definition which mandates that all antennas in a small cell facility occupy a space no larger than 3 cubic feet. Being defined as a "small cell" is important to the carriers as it allows a facility to locate on a utility or light pole in the City's single-family zoning districts (and areas where views are addressed—the Urban Corridor west, Waterfront Commercial and Community Business zones) as an outright permitted use. If not a "small cell," a wireless facility must obtain a conditional use permit in these zones, requiring a public comment period and conformance to review criteria. (Antennas on utility or light poles in the multifamily and most non-residential zones are already an outright permitted use.) The carriers have requested that the City's definition be amended to reflect the State's small cell definition which would allow each antenna in a small cell facility to be up to 3 cubic feet in size, with no limitation on the number of antennas.

On October 9, staff recommended that the State definition be adopted, but that a 3-antenna limit be placed on each utility or light pole rather than allowing an unlimited number of antennas to be placed on a pole in the single-family and "view" zoning districts with no public input. Puget Sound Energy (PSE) has stated

I:/City Clerk/Agenda Items/Templates

that they might consider allowing more than one carrier on the same utility pole, which, without the specific Zoning Code limitation, could result in facilities of more than 3 antennas.
<u>FISCAL CONSIDERATION:</u> None at this time.
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Comprehensive Plan Policy U-3.1.7, "Encourage state of the art telecommunication services to mitigate the transportation impacts of development and growth through such means as telecommuting and videoconferencing. Comprehensive Plan Policy U-3.4.5, "Minimize impacts of personal wireless services, telecommunication facilities, and towers on adjacent land uses through careful siting and design."

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0446**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADDRESSING KENMORE MUNICIPAL CODE REGULATIONS FOR SMALL CELL WIRELESS COMMUNICATION FACILITIES WITHIN THE CITY; AMENDING SECTION 18.20.2765, TECHNICAL TERMS AND LAND USE DEFINITIONS; AMENDING SECTION 18.60.050, WIRELESS COMMUNICATION FACILITIES; ADOPTING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, between September 2017 and November 2017, the City Council reviewed and recommended amendments to the Kenmore Municipal Code to address small cell wireless communication facilities; and

WHEREAS, on November 13, 2017, the City Council held a public hearing on the proposed amendments to obtain public input before making their final recommendations; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act (SEPA) has issued an addendum to the Determination of Non-significance (SEP2016-0052), issued for the previously adopted Wireless Communications Regulations (Chapter 18.60 KMC), for the proposed amendments; and

WHEREAS, the Washington State Department of Commerce was notified of the proposed amendments pursuant to RCW 36.70A.106; and

WHEREAS, Section 19.20.090 of the Kenmore Municipal Code sets forth the decision criteria for the amendment of development regulations; and

WHEREAS, the proposed amendments are consistent with the Growth Management Act and the countywide planning policies through planning for infrastructure growth while protecting a high quality of life; and

WHEREAS, the proposed amendments are beneficial to the City as a whole and will not adversely affect public health, safety, and welfare through balancing the desire to provide wireless communication services with protection of the community; and

WHEREAS, the proposed amendments are consistent with the policies, objectives, and goals of the Comprehensive Plan, including the 20-Year Vision Statement, Policy LU-1.2.3, Policy U-3.1.1, Policy U-3.1.7, Policy U-3.4.5, Policy U-3.4.6, Policy U-3.4.7, and the Comprehensive Plan Implementation Strategy that states, "New programs, rules, or regulations may be needed to address updated communication facility regulations addressing co-location, alternate siting, and view corridors," and do not create an inconsistency within the Plan; and

WHEREAS, amendments to two chapters of the municipal code are proposed to eliminate inconsistencies and ensure that the proposed amendments do not duplicate or conflict with other portions of the Kenmore Municipal Code; and

WHEREAS, the proposed amendments also address changed circumstances by adopting regulations that specifically address small cell technology; and

WHEREAS, the City Council desires to adopt revised regulations to address small cell wireless communication facilities in ways that balance the needs of the wireless carriers with the community's goals, objectives and policies as set forth in the City's Comprehensive Plan and other adopted City policies;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of this Ordinance. The City Council hereby finds that decision criteria set forth in KMC 19.20.090, for the amendment of development regulations, have been met. This finding is based on the incorporated recitals and the record created before the City Council.

Section 2. Amendments to Chapter 18.20 of the Kenmore Municipal Code. The City Council amends Section 18.20.2765, Technical Terms and Land Use Definitions, of the Kenmore Municipal Code to read as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 3. Amendments to 18.60.050 of the Kenmore Municipal Code. The City Council amends Section 18.60.050, Wireless Communication Facilities, of the Kenmore Municipal Code to read as set forth in Attachment B, attached hereto and incorporated herein by reference.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF NOVEMBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

ATTACHMENT A

Amendments to Chapter 18.20, Technical Terms and Land Use Definitions

18.20.2765 Small Cell.

"Small cell" means a wireless communication facility that meets both of the following qualifications:

- A. Each antenna are located inside an antenna enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
- (b) Primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside the primary equipment enclosure and if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecomm demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

ATTACHMENT B

AMENDMENTS TO CHAPTER 18.60, WIRELESS COMMUNICATION FACILITIES

18.60.050 Wireless communication facility review processes and maximum allowable heights.

P – Permitted Use

C – Conditional Use – reviewed through Type 2 process outlined in KMC 19.25.020.

X – Prohibited Use⁵

Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, and NB	Nonresidential zones UC west, WC, and CB (view zones)	Other non-residential zones PSP, P, and GC
Antenna collocation on an existing conforming tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower
Rooftop antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	X	P Maximum height: 15' above the roof height at the antenna location
Façade antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: May not extend above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall
Amateur (ham) radio facilities	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height: 35'	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location
Antennas on utility or light poles. (Nearest abutting zone is	C ² , P ⁷ Maximum height: 55'	P Maximum height: 55'	P Maximum height: 55'	C ² , P ^{7,8} Maximum height: up to	P Maximum height: 55'

used to determine process if in the right-of-way.)				the building height limit as specified in the underlying zoning district	
Satellite dish	C ² if no more than 2 meters (6.6') in diameter; otherwise X Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 1 dish per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 3 dishes per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if ground-mounted; otherwise X Maximum height: Ground-mounted dishes - 15'	C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location
Tower ⁶	X	X	X in the DC zone; otherwise C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district	X	C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district

¹If on a nonresidential building such as a *religious institution*, school, or utility facility, or on a multifamily or mixed use building.

²In addition to satisfying the criteria listed in KMC 18.115.040, the *conditional use permit* shall be granted by the city only if the *applicant* also demonstrates that:

- A. Alternative sites, or facilities with less impact to the community have been considered and have been determined to be not feasible per KMC 18.60.080; and
- B. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

³*Amateur (ham) radio facilities* exceeding 65' in height may be permitted only through a conditional use permit. In addition to satisfying the criteria listed in KMC 18.115.040, the conditional use permit shall be granted by the city only if the applicant also demonstrates that:

- A. The proposal in the proposed location is necessary to support *emergency* radio operations in Kenmore; and
- B. Smaller facilities, with less impact to the community have been considered and have been determined to be infeasible per KMC 18.60.080; and
- C. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

⁴Prohibited on properties within the jurisdiction of the Shoreline Management Act as set forth in KMC Title 16, Division 1.

⁵Unless a major adjustment has been granted pursuant to KMC 18.60.200.

⁶*Lattice towers* shall not be permitted.

⁷*Small cells* only, limited to a maximum of 3 antennas per utility/light pole, façade or rooftop. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, façade or rooftop, including any additional requirements in applicable footnotes.

⁸*Small cells* only, limited to a maximum of 3 antennas per utility/light pole. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, including the additional requirements in the applicable footnote.

Subject/Topic: Public Hearing, Deliberation, and Action Relating to Amendments to Billboard Regulations Proposed Council Action/Motion: Motion to Adopt Ordinance No. 17-0445; Amending KMC Sections 18.42.040, 18.42.150, and 18.100.020; Repealing KMC Sections 18.42.160, 18.42.170, 18.42.180, 18.42.190, and 18.42.200	For Council Meeting Agenda of: <u>November 13, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Initial & Date Approved by Department Head: <u>BA 11/2/17</u> Approved by City Attorney: <u>✓ RL via email</u> Approved by Finance Director: <u>[Signature] 11/2/17</u> Approved by City Manager: <u>NKD/RK</u> <u>3 NOV 2017</u> Exhibits/Attachments: Ordinance No. 17-0445 Attachment #1- Billboard Inventory	
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> At incorporation, the City Council enacted land-use regulations which limited billboards to the CB, UC, WC and RB zones, regulated billboards located in those zones, regulated the alteration or relocation of billboards, and codified the billboard regulations in KMC 18.42.150. KMC 18.42.150 currently allows billboards to be altered, relocated, or replaced. Ordinance No. 17-0445 would categorize billboards as a prohibited sign, declare all existing billboards in Kenmore to be nonconforming and not allow them to be altered, replaced or relocated to another location. This Ordinance also states that if a nonconforming billboard deteriorates and becomes unsafe then it must be removed. Currently, there are 10 billboards within the City (see Attachment #1). Only one of the billboards (Billboard identified as # 10 in Attachment #1) is not within the jurisdiction of the Washington Scenic Vistas Act, which is 660 feet of the SR 522 right-of-way. This particular billboard will be discontinued and removed at the end of a 10-year amortization period. We know that the Scenic Vista Act requires compensation for the removal of signs within its jurisdiction. MRSC has informally stated that amortization is not a form of compensation.		
<u>FISCAL CONSIDERATION:</u> NA		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to implement the Council's vision of providing a safe and secure community; sustainable, healthy environment; and a desirable place to work and live.		

ORDINANCE NO. 17-0445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON; RELATING TO THE REGULATION OF BILLBOARDS IN THE CITY; AMENDING SECTIONS 18.42.040, 18.42.150 AND 18.100.020 OF THE KENMORE MUNICIPAL CODE; REPEALING SECTIONS 18.42.160, 18.42.170, 18.42.180, 18.42.190 AND 18.42.200 OF THE KENMORE MUNICIPAL CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under Chapters 35A.11 and 35A.63 RCW, the City Council of the City of Kenmore has the authority to adopt ordinances relating to the use of real property located within the City; and

WHEREAS, from time to time, it is appropriate to amend the City's land use and development regulations in order to improve efficiency and provide for effective application of regulations enacted by the City Council; and

WHEREAS, the City Council previously enacted land use regulations limited billboards to the CB, UC, WC and RB zones, regulated billboards located in those zones, regulated the alteration or relocation of billboards, and codified the billboard regulations at KMC 18.42.150 et seq.; and

WHEREAS, KMC 18.20.280 defines a "billboard" as "a sign, including both the supporting structural framework and attached billboard faces, used principally for advertising a business activity, use, product, or service unrelated to the primary use or activity of the property on which the billboard is located; excluding off-premises directional or temporary real estate signs"; and

WHEREAS, City Council has determined that it is appropriate to prohibit new billboards in the City, and to regulate and limit the alteration of existing billboards; and

WHEREAS, the State Scenic Vistas Act, Chapter 47.42 RCW, provides certain protections to billboards located within the jurisdiction of that Act; and

WHEREAS, the City Council after due consideration finds that the regulations contained in this ordinance are consistent with and implement the City's Comprehensive Plan, are consistent with applicable state law, and will benefit the public health, safety and general welfare;

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

Section 1. Revision and Amendment. Section 18.42.040 of the Kenmore Municipal Code is revised and amended to read as follows:

18.42.040 Prohibited signs.

Except as indicated by this chapter, the following *signs* or displays are prohibited:

- A. *Portable signs* including, but not limited to, mobile readerboard *signs*, but excluding A-frame and sandwich board *signs* and other *signs* permitted under KMC 18.42.080 and 18.42.140;
- B. *Private signs* on utility poles;
- C. *Signs* which, by reason of their size, location, movement, content, coloring or manner of illumination, may be confused with traffic control *signs* or signals;
- D. *Signs* located in the public right-of-way, except where permitted in this chapter or otherwise by law;
- E. Posters, pennants, banners, strings of lights, blinking lights, balloons, searchlights and other displays of a carnival nature; except as architectural features, or on a limited basis as seasonal decorations or as provided for in KMC 18.42.140 as grand opening displays; and
- F. *Changing message center signs*, where the message changes more frequently than every three minutes; and
- G. *Billboards*.

Section 2. Revision and Amendment. Section 18.42.150 of the Kenmore Municipal Code is revised and amended to read as follows:

18.42.150 ~~Noneonforming Billboards~~Billboards – Location and height standards.

A. ~~All billboard alterations or relocations shall comply with the following location and design standards:~~

- 1. ~~Billboards shall only be located on sites zoned CB, UC, WC, or RB;~~
- 2. ~~No more than five billboard faces shall be oriented toward and visible from the same direction of travel within one mile of the proposed relocation site as measured along the adjacent roadway;~~
- 3. ~~Billboards shall be located at least 100 feet from any other billboard, provided side by side, v type and back to back billboard faces shall be considered one billboard for purposes of this subsection only;~~
- 4. ~~The zoning on the opposite side of the street from a proposed relocation site must also permit billboards;~~
- 5. ~~Type II billboards shall be at least 100 feet from any residential zone. Type I billboards shall be at least 330 feet from any residential zone;~~
- 6. ~~No billboard shall extend beyond the property line of the billboard site;~~
- 7. ~~No billboard shall be located more than 100 feet from any adjacent arterial;~~
- 8. ~~Billboards shall observe the same street setback as all buildings within 50 feet of the proposed billboard location;~~
- 9. ~~Type I billboard faces shall only be located adjacent to arterials developed with at least two primary travel lanes in each direction. In all other locations, billboards shall be limited to Type II billboard faces; and~~
- 10. ~~No single billboard structure shall support a total of more than two Type I billboard faces or the equivalent, and no single billboard structure shall orient more than one Type I billboard face or the equivalent in any single direction.~~

~~B. Height. Billboards located in the CB, UC, WC, or RB zone shall not exceed 15 feet above the average height of all buildings within 330 feet of the billboard or 35 feet, whichever is less.~~

A. Any billboard which was legally in existence on the effective date of this section, which is _____, 2017, is declared to be a nonconforming billboard and may remain, subject to the provisions of this section and any other applicable regulations.

1. A nonconforming billboard shall not be increased in height, size or elevation, or enlarged in any other manner. The billboard face(s) on a nonconforming billboard shall not be increased in size or number.

2. A nonconforming billboard shall not be relocated or moved to another location, including other locations on the same property.

3. A nonconforming billboard shall not be replaced with another billboard.

4. Installation of electronic changing message or reader boards on nonconforming billboards is prohibited.

5. Notwithstanding any other provision of this chapter or other applicable law or regulation, no billboard owner or his agent shall remove, cut, or otherwise alter any vegetative screening on public property or private landscaping required by code as a condition of permit approval in order to improve the visibility of a nearby billboard.

6. If the structural components of a nonconforming billboard deteriorate and the billboard becomes an unsafe structure, then the nonconforming billboard shall be removed within 30 days of the date that the City issues a notice and order to do so. Replacement or reinstallation of a billboard removed under this subparagraph shall not be allowed.

B. Notwithstanding any other provision of this chapter, a nonconforming billboard that is not located within the jurisdiction of the Washington Scenic Vistas Act, Chapter 47.42 RCW, shall be discontinued and removed within ten (10) years from the effective date of this section, in order to allow the owner to amortize the value of the billboard over the ten year period. Upon the expiration of this ten (10) year amortization period, the billboard shall be removed immediately.

Section 3. Revision and Amendment. Section 18.100.020 of the Kenmore Municipal Code is revised and amended to read as follows:

Nonconformance – Applicability.

A. All nonconformances shall be subject to the provisions of this chapter, except for nonconforming billboards, which shall be subject to KMC 18.42.150.

B. The provisions of this chapter do not supersede or relieve a property owner from compliance with:

1. The requirements of the International Building and Fire Codes; or
2. The provisions of this code beyond the specific *nonconformance* addressed by this chapter.

Section 4. Repealer. Sections 18.42.160, 18.42.170, 18.42.180, 18.42.190 and 18.42.200 of the Kenmore Municipal Code are repealed.

Section 5. Publication/Effective Date. This Ordinance, or a summary thereof consisting of the title, shall be published in the official newspaper of the City. It shall take effect and be in full force five (5) days after the date of the publication.

APPROVED by the City Council this ____ day of _____, 2017.

David Baker, Mayor

ATTEST/AUTHENTICATED:

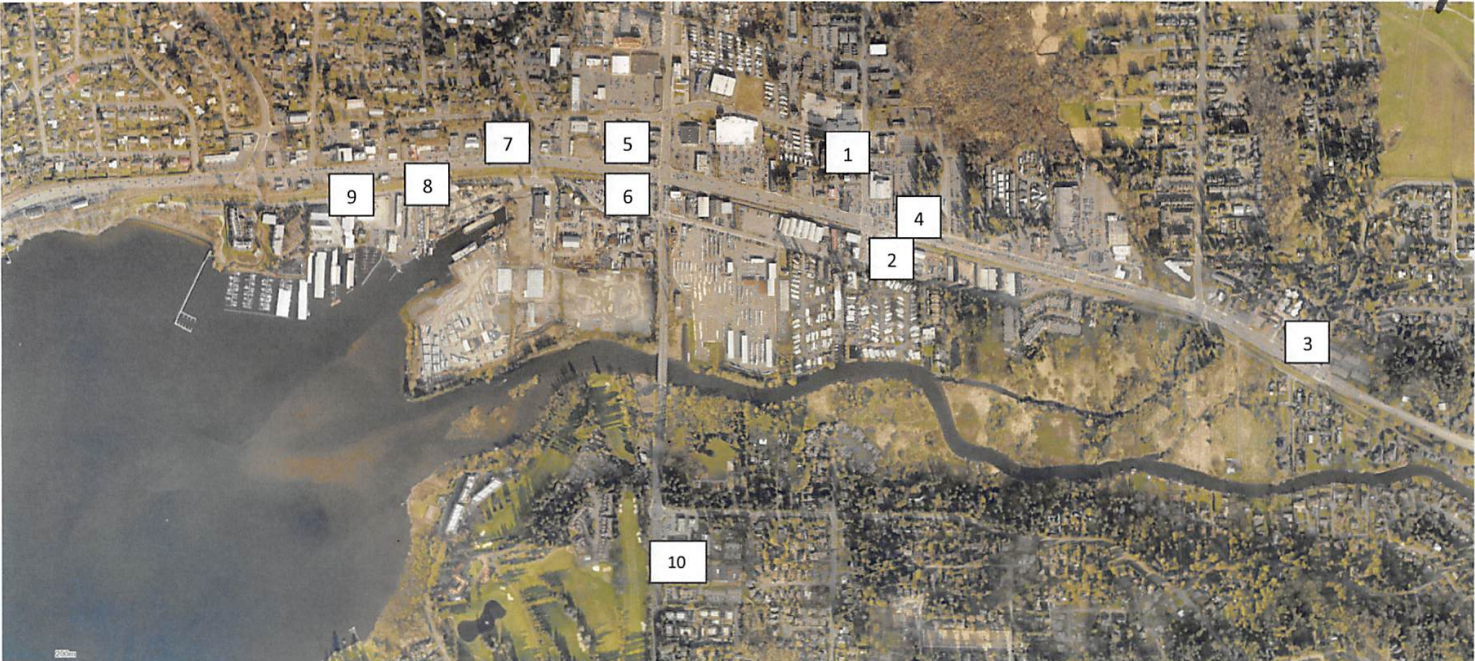
Kelly Chelin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK: September ___, 2017
PASSED BY THE CITY COUNCIL: _____, 2017
ORDINANCE NO. 17-_____
PUBLISHED:
EFFECTIVE DATE:

ATTACHMENT #1 Billboard Inventory



Billboard #1 7211 NE 181 st Street Parcel 0114100660	Owner: Clear Channel Clear Channel Site: 7780 Height: 28'
 2011/06/22 12:22	 2011/06/22 13:23
North Face Size: 12'x24' Panel: 8818	South Face

Billboard #2 7304 NE 175 th Street Parcel 4164100135	Owner: Clear Channel Clear Channel Site: 7800 Height: 29'
 A photograph showing the back of a large billboard structure. The billboard is made of several vertical panels and is mounted on a metal frame. In the background, there are trees and a building with a white roof. A timestamp "2011/06/22 12:24" is visible in the bottom right corner of the image.	 A photograph showing the front of a billboard. The billboard features a colorful advertisement for "ADD Wild TO YOUR Life" with images of a goat, a sheep, and a mountain. The text "NORTHWEST WILDLIFE" and "nwtwild.org" are also visible. The billboard is mounted on a metal frame. In the background, there are trees and a yellow building. A timestamp "2011/06/22 12:30" is visible in the bottom right corner of the image.
West Face	East Face Size: 12'x24' Panel: 8838

Billboard #3 8218 NE Bothell Way Parcel 0114101211	Owner: Clear Channel Clear Channel Site: 7820 Height: 30'
	
West Face Size: 12'x24' Panel: 8858	East Face Size: 12'x24' Panel: 8859

Billboard #4 7110 NE Bothell Way Parcel 0114100670	Owner: Clear Channel Clear Channel Site: 7760 Height: 36'
 A photograph of the west face of a billboard. The billboard has a red background with white text that reads: "Want a really smart route to savings? Visit YourTrafficAlerts.com for agent info and traffic updates." The State Farm logo is in the bottom right corner. The billboard is mounted on a metal structure and is surrounded by trees. A timestamp "2011/06/22 13:20" is visible in the bottom right corner of the image.	 A photograph of the east face of a billboard. The billboard has a yellow background with black text that reads: "Homeowners and renters insurance, too." The GEICO logo and a cartoon gecko are in the bottom right corner. The billboard is mounted on a metal structure and is surrounded by trees. A timestamp "2011/06/22 12:31" is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8797	East Face Size: 12'x24' Panel: 8798

Billboard #5 6720 NE Bothell Way Parcel 7946300120	Owner: Clear Channel Clear Channel Site: 7680 Height: 51'
	
West Face Size: 14'x48' Panel: 8713	East Face Size: 14'x48' Panel: 8714

Billboard #6 6725 NE 175 th Street Parcel 1126049118	Owner: Clear Channel Clear Channel Site: 7660 Height: 43'
	
West Face Size: 12'x24' Panel: 8693	East Face Size: 12'x24' Panel: 8692

Billboard #7 6440 NE Bothell Way Parcel 7946300250	Owner: Owner Site: Height:
 A photograph showing the west face of a billboard. The billboard is dark red and white, featuring the 'usbank' logo, 'Five Star Service Guaranteed', and 'Free Internet Bill Pay' text. To the right of the billboard is a yellow sign for 'KIDD valley' with a logo and the text 'hamburgers and shakes' and 'TRY OUR MINI MENU'. The background shows a cloudy sky and some trees. A timestamp '2011/06/22 12:35' is visible in the bottom right corner.	 A photograph showing the east face of the billboard. It features the 'usbank' logo, 'Five Star Service Guaranteed', and 'Free Internet Bill Pay' text. Below the main text, it says 'With any U.S. Bank personal checking account. Think Free. Bank Smart.' and 'Member FDIC'. The background shows a cloudy sky and some trees. A timestamp '2011/06/22 12:35' is visible in the bottom right corner.
West Face Size: Panel:	East Face Size: Panel:

Billboard #8 6319 NE Bothell Way Parcel 7946300055	Owner: Clear Channel Clear Channel Site: 7640 Height: 34'
 A photograph showing the west face of a billboard. The billboard features an advertisement for 'PEAK 2 PEAK GONDOLA' with a scenic image of a gondola. Below the billboard, there are storefronts for 'Nails' and 'Nails Spa & Salon'. A timestamp '2011/06/22 12:38' is visible in the bottom right corner of the image.	 A photograph showing the east face of a billboard. The billboard features an advertisement for 'PRICE-LOCK PROMISE' with a large '5 YEARS' graphic and a price of '\$59.95'. It also mentions 'Internet + Unlimited Nationwide Call'. The Clear Channel logo is visible at the bottom. A timestamp '2011/06/22 12:38' is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8672	East Face Size: 14'x48' Panel: 8671

Billboard #9 6215 NE Bothell Way Parcel 7947300005	Owner: Clear Channel Clear Channel Site: 7620 Height: 36'
 A photograph of the west face of a billboard. The billboard is white with a black border. It features the Qwest logo on the left and the CenturyLink logo on the right. The text "Qwest is becoming CenturyLink." is centered. Below the text is the website "centurylink.com/link". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:39" is visible in the bottom right corner of the image.	 A photograph of the east face of a billboard. The billboard is white with a black border. It features the text "MBAs are not CREATED EQUAL." in large, bold letters. Below this text is smaller text that reads "The better way to measure success" and "Nationally ranked, globally recognized". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:37" is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8651	East Face Size: 12'x24' Panel: 8650

Billboard #10 16734 Juanita Dr NE Parcel 5634500855	Owner: Clear Channel Clear Channel Site: 7700 Height: 34'
 A photograph of the north face of a billboard. The billboard is red and features a large image of a McDonald's McCafé fruit smoothie with a straw. The text on the billboard reads "real fruit smoothies, blended just for you." and includes the McDonald's logo with the slogan "I'm lovin' it". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:42" is visible in the bottom right corner of the photo.	 A photograph of the south face of the billboard. The billboard is partially obscured by trees and foliage. The visible text on the billboard reads "Don't wa". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:48" is visible in the bottom right corner of the photo.
North Face Size: 12'x24' Panel: 8734	South Face Size: 12'x24'?? Panel:



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public hearing on proposed revisions to the Zoning Code addressing “small cells,” followed by potential ordinance adoption.

Proposed Council Action/Motion:

Hold a public hearing on the proposed “small cell” amendments. After the public hearing, consider adoption of draft ordinance 17-0446.

For Council Meeting Agenda of: 11/13/17

Department: Community Development

Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Initial & Date

Approved by Department Head: CS, 10/24/17

Approved by City Attorney: DR, email, 10/24/17

Approved by Finance Director: ✓ [Signature], 10/30/17

Approved by City Manager: [Signature], 10-30-17

Exhibits/Attachments:

1. Draft ordinance 17-0446

Expenditure Required \$0 Amount Budgeted: \$0 Appropriation Required \$0

INFORMATION/BACKGROUND: At your October 9 meeting, you asked staff to revise the City’s Zoning Code to adopt the Washington State definition of “small cell” and to add language in the Code limiting the number of small cell antennas that could be placed on a utility or light pole without a conditional use permit in some zoning districts. Staff has drafted the amendments for input at a public hearing and for your consideration (see draft ordinance 17-0446, Attachment 1).

In drafting the amendments, a question arose about whether the 3-antenna limitation also should apply to rooftop and façade antennas in the single-family residential zones. Currently, small cells (with the existing 3-cubic foot size limitation) are permitted on rooftops and facades without a conditional use permit—the same allowance as on a utility or light pole. Staff concluded that, in keeping with the utility and light pole changes, small cells on rooftops and facades also should be restricted in number. The draft ordinance reflects this staff recommendation.

Background: As you recall, the wireless carriers—primarily Verizon—have expressed concern about the current small cell definition which mandates that all antennas in a small cell facility occupy a space no larger than 3 cubic feet. Being defined as a “small cell” is important to the carriers as it allows a facility to locate on a utility or light pole in the City’s single-family zoning districts (and areas where views are addressed—the Urban Corridor west, Waterfront Commercial and Community Business zones) as an outright permitted use. If not a “small cell,” a wireless facility must obtain a conditional use permit in these zones, requiring a public comment period and conformance to review criteria. (Antennas on utility or light poles in the multifamily and most non-residential zones are already an outright permitted use.) The carriers have requested that the City’s definition be amended to reflect the State’s small cell definition which would allow each antenna in a small cell facility to be up to 3 cubic feet in size, with no limitation on the number of antennas.

On October 9, staff recommended that the State definition be adopted, but that a 3-antenna limit be placed on each utility or light pole rather than allowing an unlimited number of antennas to be placed on a pole in the single-family and “view” zoning districts with no public input. Puget Sound Energy (PSE) has stated

I:/City Clerk/Agenda Items/Templates

that they might consider allowing more than one carrier on the same utility pole, which, without the specific Zoning Code limitation, could result in facilities of more than 3 antennas.

FISCAL CONSIDERATION:

None at this time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Comprehensive Plan Policy U-3.1.7, "Encourage state of the art telecommunication services to mitigate the transportation impacts of development and growth through such means as telecommuting and videoconferencing.

Comprehensive Plan Policy U-3.4.5, "Minimize impacts of personal wireless services, telecommunication facilities, and towers on adjacent land uses through careful siting and design."

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0446**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, ADDRESSING KENMORE MUNICIPAL CODE REGULATIONS FOR SMALL CELL WIRELESS COMMUNICATION FACILITIES WITHIN THE CITY; AMENDING SECTION 18.20.2765, TECHNICAL TERMS AND LAND USE DEFINITIONS; AMENDING SECTION 18.60.050, WIRELESS COMMUNICATION FACILITIES; ADOPTING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, between September 2017 and November 2017, the City Council reviewed and recommended amendments to the Kenmore Municipal Code to address small cell wireless communication facilities; and

WHEREAS, on November 13, 2017, the City Council held a public hearing on the proposed amendments to obtain public input before making their final recommendations; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act (SEPA) has issued an addendum to the Determination of Non-significance (SEP2016-0052), issued for the previously adopted Wireless Communications Regulations (Chapter 18.60 KMC), for the proposed amendments; and

WHEREAS, the Washington State Department of Commerce was notified of the proposed amendments pursuant to RCW 36.70A.106; and

WHEREAS, Section 19.20.090 of the Kenmore Municipal Code sets forth the decision criteria for the amendment of development regulations; and

WHEREAS, the proposed amendments are consistent with the Growth Management Act and the countywide planning policies through planning for infrastructure growth while protecting a high quality of life; and

WHEREAS, the proposed amendments are beneficial to the City as a whole and will not adversely affect public health, safety, and welfare through balancing the desire to provide wireless communication services with protection of the community; and

WHEREAS, the proposed amendments are consistent with the policies, objectives, and goals of the Comprehensive Plan, including the 20-Year Vision Statement, Policy LU-1.2.3, Policy U-3.1.1, Policy U-3.1.7, Policy U-3.4.5, Policy U-3.4.6, Policy U-3.4.7, and the Comprehensive Plan Implementation Strategy that states, "New programs, rules, or regulations may be needed to address updated communication facility regulations addressing co-location, alternate siting, and view corridors," and do not create an inconsistency within the Plan; and

WHEREAS, amendments to two chapters of the municipal code are proposed to eliminate inconsistencies and ensure that the proposed amendments do not duplicate or conflict with other portions of the Kenmore Municipal Code; and

WHEREAS, the proposed amendments also address changed circumstances by adopting regulations that specifically address small cell technology; and

WHEREAS, the City Council desires to adopt revised regulations to address small cell wireless communication facilities in ways that balance the needs of the wireless carriers with the community's goals, objectives and policies as set forth in the City's Comprehensive Plan and other adopted City policies;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of this Ordinance. The City Council hereby finds that decision criteria set forth in KMC 19.20.090, for the amendment of development regulations, have been met. This finding is based on the incorporated recitals and the record created before the City Council.

Section 2. Amendments to Chapter 18.20 of the Kenmore Municipal Code. The City Council amends Section 18.20.2765, Technical Terms and Land Use Definitions, of the Kenmore Municipal Code to read as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 3. Amendments to 18.60.050 of the Kenmore Municipal Code. The City Council amends Section 18.60.050, Wireless Communication Facilities, of the Kenmore Municipal Code to read as set forth in Attachment B, attached hereto and incorporated herein by reference.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF NOVEMBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

ATTACHMENT A

Amendments to Chapter 18.20, Technical Terms and Land Use Definitions

18.20.2765 Small Cell.

"Small cell" means a wireless communication facility that meets both of the following qualifications:

- A. Each antenna are located inside an antenna enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
- (b) Primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside the primary equipment enclosure and if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecomm demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

ATTACHMENT B

AMENDMENTS TO CHAPTER 18.60, WIRELESS COMMUNICATION FACILITIES**18.60.050 Wireless communication facility review processes and maximum allowable heights.**

P – Permitted Use

C – Conditional Use – reviewed through Type 2 process outlined in KMC 19.25.020.

X – Prohibited Use⁵

Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, and NB	Nonresidential zones UC west, WC, and CB (view zones)	Other non-residential zones PSP, P, and GC
Antenna collocation on an existing conforming tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower
Rooftop antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	X	P Maximum height: 15' above the roof height at the antenna location
Façade antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: May not extend above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall
Amateur (ham) radio facilities	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location	P Maximum height: 35'	P Maximum height ³ : Ground-mounted facility - 65'. Rooftop facility - 30' above the roof height at the antenna location
Antennas on utility or light poles. (Nearest abutting zone is	C ² , P ⁷ Maximum height: 55'	P Maximum height: 55'	P Maximum height: 55'	C ² , P ^{7,8} Maximum height: up to	P Maximum height: 55'

used to determine process if in the right-of-way.)				the building height limit as specified in the underlying zoning district	
Satellite dish	C ² if no more than 2 meters (6.6') in diameter; otherwise X Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 1 dish per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 3 dishes per site; otherwise C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location	P if ground-mounted; otherwise X Maximum height: Ground-mounted dishes - 15'	C ² Maximum height: Ground-mounted dishes - 15'. Rooftop dishes - 15' above the roof height at the dish location
Tower ⁶	X	X	X in the DC zone; otherwise C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district	X	C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district

¹If on a nonresidential building such as a *religious institution*, school, or utility facility, or on a multifamily or mixed use building.

²In addition to satisfying the criteria listed in KMC 18.115.040, the *conditional use permit* shall be granted by the city only if the *applicant* also demonstrates that:

- A. Alternative sites, or facilities with less impact to the community have been considered and have been determined to be not feasible per KMC 18.60.080; and
- B. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

³*Amateur (ham) radio facilities* exceeding 65' in height may be permitted only through a conditional use permit. In addition to satisfying the criteria listed in KMC 18.115.040, the conditional use permit shall be granted by the city only if the applicant also demonstrates that:

- A. The proposal in the proposed location is necessary to support *emergency* radio operations in Kenmore; and
- B. Smaller facilities, with less impact to the community have been considered and have been determined to be infeasible per KMC 18.60.080; and
- C. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

⁴Prohibited on properties within the jurisdiction of the Shoreline Management Act as set forth in KMC Title 16, Division 1.

⁵Unless a major adjustment has been granted pursuant to KMC 18.60.200.

⁶*Lattice towers* shall not be permitted.

⁷*Small cells* only, limited to a maximum of 3 antennas per utility/light pole, façade or rooftop. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, façade or rooftop, including any additional requirements in applicable footnotes.

⁸*Small cells* only, limited to a maximum of 3 antennas per utility/light pole. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, including the additional requirements in the applicable footnote.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing, Deliberation, and Action Relating to Amendments to Billboard Regulations Proposed Council Action/Motion: Motion to Adopt Ordinance No. 17-0445; Amending KMC Sections 18.42.040, 18.42.150, and 18.100.020; Repealing KMC Sections 18.42.160, 18.42.170, 18.42.180, 18.42.190, and 18.42.200	For Council Meeting Agenda of: <u>November 13, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Approved by Department Head: <u>BA 11/2/17</u> Approved by City Attorney: <u>✓ RL via email</u> Approved by Finance Director: <u>me 11/2/17</u> Approved by City Manager: <u>AKO RK</u> <u>3 NOV 2017</u> Exhibits/Attachments: Ordinance No. 17-0445 Attachment #1- Billboard Inventory			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$0</td> <td style="width: 33%; border: none;">Amount Budgeted \$0</td> <td style="width: 33%; border: none;">Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0		
<u>INFORMATION/BACKGROUND:</u> At incorporation, the City Council enacted land-use regulations which limited billboards to the CB, UC, WC and RB zones, regulated billboards located in those zones, regulated the alteration or relocation of billboards, and codified the billboard regulations in KMC 18.42.150. KMC 18.42.150 currently allows billboards to be altered, relocated, or replaced. Ordinance No. 17-0445 would categorize billboards as a prohibited sign, declare all existing billboards in Kenmore to be nonconforming and not allow them to be altered, replaced or relocated to another location. This Ordinance also states that if a nonconforming billboard deteriorates and becomes unsafe then it must be removed. Currently, there are 10 billboards within the City (see Attachment #1). Only one of the billboards (Billboard identified as # 10 in Attachment #1) is not within the jurisdiction of the Washington Scenic Vistas Act, which is 660 feet of the SR 522 right-of-way. This particular billboard will be discontinued and removed at the end of a 10-year amortization period. We know that the Scenic Vista Act requires compensation for the removal of signs within its jurisdiction. MRSC has informally stated that amortization is not a form of compensation.				
<u>FISCAL CONSIDERATION:</u> NA				
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to implement the Council's vision of providing a safe and secure community; sustainable, healthy environment; and a desirable place to work and live.				

ORDINANCE NO. 17-0445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON; RELATING TO THE REGULATION OF BILLBOARDS IN THE CITY; AMENDING SECTIONS 18.42.040, 18.42.150 AND 18.100.020 OF THE KENMORE MUNICIPAL CODE; REPEALING SECTIONS 18.42.160, 18.42.170, 18.42.180, 18.42.190 AND 18.42.200 OF THE KENMORE MUNICIPAL CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under Chapters 35A.11 and 35A.63 RCW, the City Council of the City of Kenmore has the authority to adopt ordinances relating to the use of real property located within the City; and

WHEREAS, from time to time, it is appropriate to amend the City's land use and development regulations in order to improve efficiency and provide for effective application of regulations enacted by the City Council; and

WHEREAS, the City Council previously enacted land use regulations limited billboards to the CB, UC, WC and RB zones, regulated billboards located in those zones, regulated the alteration or relocation of billboards, and codified the billboard regulations at KMC 18.42.150 et seq.; and

WHEREAS, KMC 18.20.280 defines a "billboard" as "a sign, including both the supporting structural framework and attached billboard faces, used principally for advertising a business activity, use, product, or service unrelated to the primary use or activity of the property on which the billboard is located; excluding off-premises directional or temporary real estate signs"; and

WHEREAS, City Council has determined that it is appropriate to prohibit new billboards in the City, and to regulate and limit the alteration of existing billboards; and

WHEREAS, the State Scenic Vistas Act, Chapter 47.42 RCW, provides certain protections to billboards located within the jurisdiction of that Act; and

WHEREAS, the City Council after due consideration finds that the regulations contained in this ordinance are consistent with and implement the City's Comprehensive Plan, are consistent with applicable state law, and will benefit the public health, safety and general welfare;

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

Section 1. Revision and Amendment. Section 18.42.040 of the Kenmore Municipal Code is revised and amended to read as follows:

18.42.040 Prohibited signs.

Except as indicated by this chapter, the following *signs* or displays are prohibited:

- A. *Portable signs* including, but not limited to, mobile readerboard *signs*, but excluding A-frame and sandwich board *signs* and other *signs* permitted under KMC 18.42.080 and 18.42.140;
- B. *Private signs* on utility poles;
- C. *Signs* which, by reason of their size, location, movement, content, coloring or manner of illumination, may be confused with traffic control *signs* or signals;
- D. *Signs* located in the public right-of-way, except where permitted in this chapter or otherwise by law;
- E. Posters, pennants, banners, strings of lights, blinking lights, balloons, searchlights and other displays of a carnival nature; except as architectural features, or on a limited basis as seasonal decorations or as provided for in KMC 18.42.140 as grand opening displays; and
- F. *Changing message center signs*, where the message changes more frequently than every three minutes; and
- G. *Billboards*.

Section 2. Revision and Amendment. Section 18.42.150 of the Kenmore Municipal Code is revised and amended to read as follows:

18.42.150 ~~Noneonforming Billboards~~Billboards – Location and height standards.

~~A. All billboard alterations or relocations shall comply with the following location and design standards:~~

- ~~1. Billboards shall only be located on sites zoned CB, UC, WC, or RB;~~
- ~~2. No more than five billboard faces shall be oriented toward and visible from the same direction of travel within one mile of the proposed relocation site as measured along the adjacent roadway;~~
- ~~3. Billboards shall be located at least 100 feet from any other billboard, provided side by side, v type and back to back billboard faces shall be considered one billboard for purposes of this subsection only;~~
- ~~4. The zoning on the opposite side of the street from a proposed relocation site must also permit billboards;~~
- ~~5. Type II billboards shall be at least 100 feet from any residential zone. Type I billboards shall be at least 330 feet from any residential zone;~~
- ~~6. No billboard shall extend beyond the property line of the billboard site;~~
- ~~7. No billboard shall be located more than 100 feet from any adjacent arterial;~~
- ~~8. Billboards shall observe the same street setback as all buildings within 50 feet of the proposed billboard location;~~
- ~~9. Type I billboard faces shall only be located adjacent to arterials developed with at least two primary travel lanes in each direction. In all other locations, billboards shall be limited to Type II billboard faces; and~~
- ~~10. No single billboard structure shall support a total of more than two Type I billboard faces or the equivalent, and no single billboard structure shall orient more than one Type I billboard face or the equivalent in any single direction.~~

B. Height. *Billboards* located in the CB, UC, WC, or RB zone shall not exceed 15 feet above the average height of all *buildings* within 330 feet of the *billboard* or 35 feet, whichever is less.

A. Any *billboard* which was legally in existence on the effective date of this section, which is _____, 2017, is declared to be a nonconforming *billboard* and may remain, subject to the provisions of this section and any other applicable regulations.

1. A nonconforming *billboard* shall not be increased in height, size or elevation, or enlarged in any other manner. The *billboard face(s)* on a nonconforming *billboard* shall not be increased in size or number.

2. A nonconforming *billboard* shall not be relocated or moved to another location, including other locations on the same property.

3. A nonconforming *billboard* shall not be replaced with another billboard.

4. Installation of electronic changing message or reader boards on nonconforming *billboards* is prohibited.

5. Notwithstanding any other provision of this chapter or other applicable law or regulation, no *billboard* owner or his agent shall remove, cut, or otherwise alter any vegetative screening on public property or *private landscaping* required by code as a condition of permit approval in order to improve the visibility of a nearby *billboard*.

6. If the structural components of a nonconforming *billboard* deteriorate and the *billboard* becomes an unsafe structure, then the nonconforming *billboard* shall be removed within 30 days of the date that the City issues a notice and order to do so. Replacement or reinstallation of a *billboard* removed under this subparagraph shall not be allowed.

B. Notwithstanding any other provision of this chapter, a nonconforming *billboard* that is not located within the jurisdiction of the Washington Scenic Vistas Act, Chapter 47.42 RCW, shall be discontinued and removed within ten (10) years from the effective date of this section, in order to allow the owner to amortize the value of the *billboard* over the ten year period. Upon the expiration of this ten (10) year amortization period, the *billboard* shall be removed immediately.

Section 3. Revision and Amendment. Section 18.100.020 of the Kenmore Municipal Code is revised and amended to read as follows:

Nonconformance – Applicability.

A. All *nonconformances* shall be subject to the provisions of this chapter, except for nonconforming billboards, which shall be subject to KMC 18.42.150.

B. The provisions of this chapter do not supersede or relieve a property owner from compliance with:

1. The requirements of the International Building and Fire Codes; or
2. The provisions of this code beyond the specific *nonconformance* addressed by this chapter.

Section 4. Repealer. Sections 18.42.160, 18.42.170, 18.42.180, 18.42.190 and 18.42.200 of the Kenmore Municipal Code are repealed.

Section 5. Publication/Effective Date. This Ordinance, or a summary thereof consisting of the title, shall be published in the official newspaper of the City. It shall take effect and be in full force five (5) days after the date of the publication.

APPROVED by the City Council this ____ day of _____, 2017.

David Baker, Mayor

ATTEST/AUTHENTICATED:

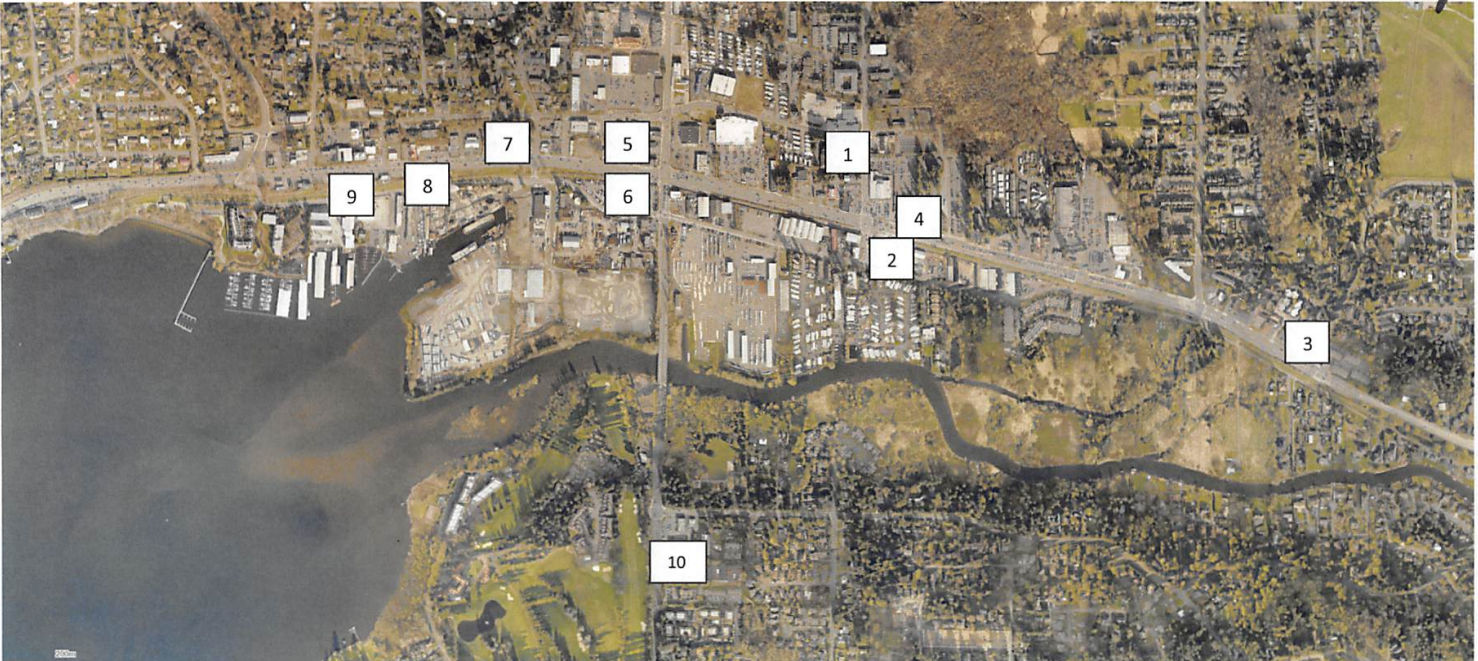
Kelly Chelin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK: September ____, 2017
PASSED BY THE CITY COUNCIL: _____, 2017
ORDINANCE NO. 17-_____
PUBLISHED:
EFFECTIVE DATE:

ATTACHMENT #1 Billboard Inventory



Billboard #1 7211 NE 181 st Street Parcel 0114100660	Owner: Clear Channel Clear Channel Site: 7780 Height: 28'
 2011/06/22 12:22	 2011/06/22 13:23
North Face Size: 12'x24' Panel: 8818	South Face

Billboard #2 7304 NE 175 th Street Parcel 4164100135	Owner: Clear Channel Clear Channel Site: 7800 Height: 29'
 A photograph showing the back of a large billboard structure. The billboard is made of several vertical panels and is mounted on a metal frame. In the background, there are trees and a building with a white roof. A timestamp "2011/06/22 12:24" is visible in the bottom right corner of the image.	 A photograph showing the front of the billboard. The billboard features a colorful advertisement for "ADD Wild TO YOUR Life" with images of a goat, a sheep, and a mountain. The text "NORTHWEST WILDLIFE" and "nwtwild.org" are also visible. The billboard is mounted on a metal frame. In the background, there are trees and a yellow building. A timestamp "2011/06/22 12:30" is visible in the bottom right corner of the image.
West Face	East Face Size: 12'x24' Panel: 8838

Billboard #3 8218 NE Bothell Way Parcel 0114101211	Owner: Clear Channel Clear Channel Site: 7820 Height: 30'
	
West Face Size: 12'x24' Panel: 8858	East Face Size: 12'x24' Panel: 8859

Billboard #4 7110 NE Bothell Way Parcel 0114100670	Owner: Clear Channel Clear Channel Site: 7760 Height: 36'
 A photograph of the west face of a billboard. The billboard has a red background with white text that reads: "Want a really smart route to savings? Visit YourTrafficAlerts.com for agent info and traffic updates." The State Farm logo is in the bottom right corner. The billboard is mounted on a metal structure and is surrounded by trees. A timestamp "2011/06/22 13:20" is visible in the bottom right corner of the image.	 A photograph of the east face of a billboard. The billboard has a yellow background with black text that reads: "Homeowners and renters insurance, too." The GEICO logo and a cartoon gecko are in the bottom right corner. The billboard is mounted on a metal structure and is surrounded by trees. A timestamp "2011/06/22 12:31" is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8797	East Face Size: 12'x24' Panel: 8798

Billboard #5 6720 NE Bothell Way Parcel 7946300120	Owner: Clear Channel Clear Channel Site: 7680 Height: 51'
	
West Face Size: 14'x48' Panel: 8713	East Face Size: 14'x48' Panel: 8714

Billboard #6 6725 NE 175 th Street Parcel 1126049118	Owner: Clear Channel Clear Channel Site: 7660 Height: 43'
	
West Face Size: 12'x24' Panel: 8693	East Face Size: 12'x24' Panel: 8692

Billboard #7 6440 NE Bothell Way Parcel 7946300250	Owner: Owner Site: Height:
 A photograph showing the west face of a billboard. The billboard is dark red and white, featuring the 'usbank' logo, 'Five Star Service Guaranteed', and 'Free Internet Bill Pay:'. Below this, it says 'With any U.S. Bank personal checking account. Think Free. Bank Smart.' To the right of the billboard is a yellow sign for 'KIDD valley' with a logo and the text 'hamburgers and shakes' and 'TRY OUR MINI MENU'. The background shows a cloudy sky and some trees. A timestamp '2011/06/22 12:35' is visible in the bottom right corner.	 A photograph showing the east face of the billboard. It features the 'usbank' logo, 'Five Star Service Guaranteed', and 'Free Internet Bill Pay:'. Below this, it says 'With any U.S. Bank personal checking account. Think Free. Bank Smart.' To the left of the billboard is a yellow sign for 'KIDD valley' with a logo and the text 'hamburgers and shakes' and 'TRY OUR MINI MENU'. The background shows a cloudy sky and some trees. A timestamp '2011/06/22 12:35' is visible in the bottom right corner.
West Face Size: Panel:	East Face Size: Panel:

Billboard #8 6319 NE Bothell Way Parcel 7946300055	Owner: Clear Channel Clear Channel Site: 7640 Height: 34'
 A photograph showing the west face of a billboard. The billboard features an advertisement for 'PEAK 2 PEAK GONDOLA' with a scenic image of a gondola. Below the billboard, there are storefronts for 'Nails' and 'Nails Spa & Salon'. A timestamp '2011/06/22 12:38' is visible in the bottom right corner of the image.	 A photograph showing the east face of a billboard. The billboard features an advertisement for 'PRICE-LOCK PROMISE' with a large '5 YEARS' graphic and a price of '\$59.95'. It also mentions 'Internet + Unlimited Nationwide Call'. Below the billboard, there is a storefront for 'BUY-SELL-CONSIGN TRUCKS & TRAILERS'. A timestamp '2011/06/22 12:38' is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8672	East Face Size: 14'x48' Panel: 8671

Billboard #9 6215 NE Bothell Way Parcel 7947300005	Owner: Clear Channel Clear Channel Site: 7620 Height: 36'
 A photograph of the west face of a billboard. The billboard is white with a black border. It features the Qwest logo on the left and the CenturyLink logo on the right. The text "Qwest is becoming CenturyLink." is centered. Below the text is the website "centurylink.com/link". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:39" is visible in the bottom right corner of the image.	 A photograph of the east face of a billboard. The billboard is white with a black border. It features the text "MBAs are not CREATED EQUAL." in large, bold letters. Below this text is smaller text that reads "The better leaders of tomorrow. Nationally ranked, globally recognized." and the Foster logo. The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:37" is visible in the bottom right corner of the image.
West Face Size: 12'x24' Panel: 8651	East Face Size: 12'x24' Panel: 8650

Billboard #10 16734 Juanita Dr NE Parcel 5634500855	Owner: Clear Channel Clear Channel Site: 7700 Height: 34'
 A photograph of the north face of a billboard. The billboard is red and features a large image of a McDonald's McCafé fruit smoothie with a straw. The text on the billboard reads "real fruit smoothies, blended just for you." and includes the McDonald's logo with the slogan "I'm lovin' it". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:42" is visible in the bottom right corner of the photo.	 A photograph of the south face of the billboard. The billboard is partially obscured by trees and foliage. The visible text on the billboard reads "Don't wa". The billboard is mounted on a metal structure. A timestamp "2011/06/22 12:48" is visible in the bottom right corner of the photo.
North Face Size: 12'x24' Panel: 8734	South Face Size: 12'x24'?? Panel:



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution No. 17-303 Adopting Updated Purchasing and Contracting Policies and Procedures and Repealing Resolution No. 09-173, 11-190, 15-255, and 17-302. Proposed Council Action/Motion: Review and Discussion of Resolution No. 17-303 Adopting Updated Purchasing Policies and Procedures.	For Council Meeting Agenda of: November 13, 2017 Department: Finance & Administration Prepared by: Joanne Gregory/Janet Quinn <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <u>via email 11/1/17</u> Approved by Finance Director: _____ Approved by City Manager: <u>JK</u> Exhibits/Attachments: Revised Purchasing and Contracting Policies and Procedures Redlined version that shows changes Resolution Nos. 09-173, 11-190, 15-255, 17-302
Expenditure Required \$ N/A Amount Budgeted \$ N/A Appropriation Required \$ N/A	
<u>INFORMATION/BACKGROUND:</u> Current policy is more restrictive than the law requires, and City Staff spends time on processes that are not always efficient or effective. The policy has been revised to provide for greater flexibility within the law, while still maintaining proper oversight. The Mission Statement contained within the revised policy is "To establish sound purchasing, procurement, and public works construction practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds." Significant changes to the policy are outlined here: 1) Mission and Goals added. 2) Because this is a Policy and Procedure document, authority is given to the City Manager to make changes provided that a) they do not increase purchasing limits or authority; and b) all changes are distributed to City Council and Department Directors and filed with the City Clerk. 3) For approval authority dollar thresholds and bid processes, Washington State sales tax (WSST) is excluded. 4) Some approval authorities have been changed (see tables), and authorization to designate authority has been added in some cases. 5) For interlocal agreements (cooperative purchasing), City Council delegates authority to City Manager for approval of interlocal agreements within approval limits set by the policy. 6) Simplifies bid process, allowed within the law. 7) Adds an On Call and Ongoing Contracts for Repair and Maintenance section. 8) Changes approval authority for Change Orders. 9) Incorporates Resolution 17-302 Federal Procurement Policy/Guidelines already approved by Council. 10) Adds Cooperative Purchasing option under Architectural and Engineering Services section.	
<u>FISCAL CONSIDERATION:</u> N/A	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>	

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 17-303

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, ADOPTING UPDATED PURCHASING AND CONTRACTING POLICIES AND PROCEDURES; AND REPEALING RESOLUTION NOS. 09-173, 11-190, AND 15-255, AND 17-302.

WHEREAS, the City of Kenmore adopted purchasing and contracting policies by Resolution 01-147 to ensure efficient and cost-effective procurement of goods and services; and

WHEREAS, the City amended said policies by Resolution 06-114; and

WHEREAS, the City again amended said policies by Resolution 11-190, which also repealed Resolution No. 01-147 and 06-114; and

WHEREAS, The City's current Purchasing and Contracting Policies and Procedures is contained in Resolution No. 11-190, which includes amendments made by Resolution No. 15-255 and 17-302; and

WHEREAS, The City Council, as the authorizing authority for intergovernmental cooperative purchasing agreements wishes to delegate authority to the City Manager or Designee to execute interlocal agreements within approval limits set by this policy; and

WHEREAS, The City Council wishes to contain all Purchasing and Contracting Policies and Procedures in one document;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Purchasing and Contracting Policies and Procedures. The City Council hereby adopts the City of Kenmore Purchasing and Contracting Policies and Procedures attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Repealer. Resolution Nos. 11-190, 15-255, and 17-302 are hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

CITY OF KENMORE

***PURCHASING and CONTRACTING
POLICIES and PROCEDURES***

Adopted November 27, 2017

City of Kenmore Purchasing Policies and Procedures

TABLE OF CONTENTS

CHAPTER	TITLE	PAGE #
I.	Mission, Goals, Policy Statement and General Guidelines	4
A.	Mission	4
B.	Goals	4
C.	Policy Statement	4
D.	City Manager Authority	4
E.	Local Businesses	4
F.	Compliance by City Employees	4
G.	Basis	5
H.	Grant Funds	5
I.	Solicitations	5
J.	Washington State Sales Tax	5
K.	Capitalized Terms	5
II.	Regulations and Reference	5
A.	Code City	5
B.	RCW References	5
III.	Purchases of Supplies, Materials and Equipment Not Related to Public Works	7
A.	Approval Authority and Procedure	7
B.	Process	7
C.	Cooperative Purchasing	8
D.	Leases of Equipment without Option to Purchase	9
E.	Other Purchases	9
IV.	Public Works Projects	9
A.	Approval Authority	10
B.	Bid Process	11
C.	On Call and Ongoing Contracts for Repair and Maintenance	11
D.	Small Works Roster	12
E.	Competitive Bidding Exceptions	13
F.	Change Orders	13
V.	Federal Procurement Policy/Guidelines	14
A.	Purpose	14
B.	Internal Controls	14
C.	Certification	14
D.	Advance Payments and Reimbursements	15
E.	Allowable Costs	15
F.	Procurement	15
G.	Single Audit Act	17
H.	Closure	17
I.	Code of Conduct for Use of Federal Funds	18
VI.	Contracts for Architectural and Engineering Services	18
A.	Approval Authority	18
B.	Process	18
C.	Cooperative Purchasing	19

City of Kenmore Purchasing Policies and Procedures

VII.	Other Professional and Service Contracts	20
	A. Approval Authority	20
	B. Process	20
VIII.	Code of Ethics	20
IX.	Definitions	21
X.	Exhibit A Formal, Competitive Sealed Bids for a Public Works Project	24
XI.	RCW References	27
	RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products	
	RCW 35.23.352 Public works – Contracts – Bids – Small works roster – Purchasing requirements, recycled or reused materials or products	
	RCW 35A.40.200 General law relating to public works and contracts (for code cities)	
	RCW 39.04 Public Works Complete Chapter Headings	
	RCW 39.04.155 Small works roster contract procedures – Limited public works process – Definition	
	RCW 39.04.280 Competitive bidding requirements – Exemptions	
	RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria	
	RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization of architectural or engineering services – Financing of joint projects	
	WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works	

City of Kenmore Purchasing Policies and Procedures

I. MISSION, GOALS, POLICY STATEMENT, AND GENERAL GUIDELINES

- A. **Mission:** To establish sound purchasing, procurement, and public works construction practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.
- B. **Goals:** The City is focused on achieving the following purchasing, procurement, and public works construction goals:
 - Purchase or procurement of materials, equipment, supplies, and services in a timely and cost effective manner, while meeting all legal obligations;
 - Use of Requests for Proposals (RFP), invitations to bid (ITB), Requests for Qualifications (RFQ) when appropriate to achieve competitive pricing from responsive and responsible vendors and contractors;
 - Utilization of public rosters for small works, limited public works, consulting services, and vendor lists (for purchases not related to public works) when appropriate; and
 - Fair and transparent contract negotiation, review and evaluation.
- C. **Policy Statement:** It is the policy of the City to use consistent procedures for all Departments to purchase or procure goods and services for City operations and construct public works. This consistency should facilitate the most efficient and cost-effective manner of purchasing, procuring and constructing in compliance with applicable laws and regulations, and in accordance with best practices. All purchases and procurement of materials, equipment, supplies, and services, and all construction of public works, are to be made within budgetary limitations and for the purpose of meeting the goals and objectives approved in the City's budget. Purchases, procurements and construction which cause a fund to exceed budget authority shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases, procurements and public works construction made by the City shall be subject to approval by the City Council through the voucher approval process.
- D. **City Manager Authority:** The City Manager has the authority to modify this policy as necessary for the effective and efficient conduct of City business, except in matters of increased purchasing limits or authority, which will be approved by the City Council. All changes will be distributed to the City Council and Department Directors, and filed with the City Clerk.
- E. **Local Businesses:** For purchases and procurements, the City encourages participation by vendors with business locations within the City and will try to include appropriate City vendor(s) when seeking price quotations for the purchase or procurement of goods and services.
- F. **Compliance by City Employees:** All employees must follow these Purchasing Policies for purchase and procurement of materials, equipment, supplies, and services and construction of public works.

City of Kenmore Purchasing Policies and Procedures

- G. **Basis:** These Purchasing Policies are based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City Council, which may be more restrictive than the RCW; and guidelines from the State Auditor's Office and the Municipal Research and Services Center.
- H. **Grant Funds:** If grant funds are involved in the proposed purchase, procurement or construction, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than or different from these Purchasing Policies. If federal funds will be expended, additional requirements outlined in 2 CFR 200.318 through 2 CFR 200.326 must be complied with, as outlined in these Purchasing Policies under Section V. Federal Procurement Standards/Guidelines.
- I. **Solicitations:** Local Agencies must be in compliance with the LAG manual and their Title VI Agreement for all advertisements. Specific Title VI language must be included in the advertisement when soliciting for consultant services and construction contractors. See the LAG manual for Title VI language that must be included in the advertisement.
- J. **Washington State Sales Tax:** Washington State sales tax (WSST) shall be included when defining purchase price, except in the case of public works projects. According to RCW Chapters 35.22.620 and 35.23.352, the cost of a public works project includes the costs of materials, equipment, supplies, and labor. For the purposes of bid authority and process, WSST need not be included in cost estimates.
- K. **Capitalized Terms:** Capitalized terms in these Purchasing Policies are defined in Section IX.

II. REGULATIONS AND REFERENCE

- A. **Code City:** The City is a code city under Chapter 35A RCW, with a population exceeding 20,000. As a code city, Kenmore is governed by the following:
- B. **RCW References** (Note: These Purchasing Policies were adopted on _____, 2017. When purchasing or procuring goods or services and constructing public works, check amendments to the RCW since that date.)

RCW 35A.40.200 General law relating to public works and contracts (attached)

Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter [39.04](#) RCW, relating to public works; (2) Chapter RCW [35.23.352](#) relating to construction of public works or improvements, including materials, supplies and equipment; (3) Chapter RCW [9.18.120](#) and [9.18.150](#) relating to suppression of competitive bidding; (4) Chapter [60.28](#) RCW relating to liens for materials and labor performed; (5)

City of Kenmore Purchasing Policies and Procedures

Chapter [39.08](#) RCW relating to contractor's bonds; (6) Chapters [39.12](#) and [43.03](#) RCW relating to prevailing wages; (7) Chapter [49.12](#) RCW relating to hours of labor; (8) Chapter [51.12](#) RCW relating to workers' compensation; (9) Chapter [49.60](#) RCW relating to antidiscrimination in employment; (10) Chapter [39.24](#) RCW relating to the use of Washington commodities; and (11) Chapter [39.28](#) RCW relating to emergency public works.

RCW 35A.40.210 Public work or improvement -- Procedures – Purchases (attached)

Because the City is a “code city,” procedures for public works or improvements are governed by RCW [35.23.352](#).

Because the City is a “code city” with a population of 20,000 or more, procedures for purchases are governed by RCW [35.22.620](#).

Attached for reference:

RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products.

RCW 35.23.352 Public works -Contracts - Bids - Small works roster - Purchasing requirements, recycled or reused materials or products

RCW 35A.40.200 General law relating to public works and contracts (for code cities)

RCW 39.04 Public Works Complete Chapter headings

RCW 39.04.155 Small works roster contract procedures - Limited public works process - Definition

RCW 39.04.280 Competitive bidding requirements-Exemptions

RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria

RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization of architectural or engineering services – Financing of joint projects

WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works

City of Kenmore Purchasing Policies and Procedures

III. PURCHASES OF SUPPLIES, MATERIALS AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority and Procedure (for Supplies, Materials and Equipment Not Related to Public Works):

Dollar Limit	Approval Required	Procedure
Up to \$50	Petty cash custodian	Petty cash system receipt or invoice
\$50 to < \$2,000	Budget authority AND Dept. Director/Designee	Invoice
\$2,000 to < \$10,000	Budget authority AND Department Director/Designee	Direct purchase or quotes purchase order or contract
\$10,000 to \$50,000	Budget authority AND City Manager/Designee	3 quotes (verbal* or written) Purchase order or contract
Over \$50,000	City Manager AND City Council	Competitive bid and contract

***Verbal quotes must be documented in writing**

B. Process:

NOTE: Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and these Purchasing Policies.

1. Generally

The City is not required to purchase materials, equipment, and supplies by competitive bidding, and has flexibility in determining how to solicit competition in purchasing materials, equipment, and supplies (See RCW 35A.40.210 and 35.22.620). The City may, but is not required to, use the vendor list process of RCW 39.04.190 to award contracts for the purchases of materials, equipment, and supplies. If the City uses the vendor list process, it must establish vendor lists either by publishing at least twice per year, in a newspaper of general circulation in the City, a notice of the existence of vendor lists and solicit the names of vendors for the lists, or use vendor lists of another agency or nonprofit corporation, such as MRSC. If the City uses a vendor list, the City must secure telephone or written quotations, or both, from at least 3 vendors whenever possible to assure that a competitive price is established and for awarding purchase contracts to the lowest responsible bidder as defined in Chapter 39.26 RCW. A bidder is an individual or entity who submits a quotation. RCW 39.26.010. The term "lowest responsible" is not defined in Chapter 39.26 RCW. The awarded contract does not need to be advertised.

City of Kenmore Purchasing Policies and Procedures

2. Purchases less than \$2,000

Purchases may be made for less than \$2,000 by Department Directors or their designees, within budgetary authority and with a supporting invoice; a purchase order is not required.

3. Purchases between \$2,000 and less than \$10,000

Purchases may be made for \$2000 up to \$10,000 by using direct purchase or quotes, using a purchase order or contract to designate what budget authority is being expended. Best practice purchasing applies, meaning that competitive relationships with vendors / suppliers / contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and good service.

4. Purchases from \$10,000 up to and including \$50,000:

Three or more documented (verbal or written) quotations are required. A purchase order or contract approved by the City Manager or designee is required.

NOTE: City Manager may delegate spending authority for dollar amounts up to and including \$50,000.

4. Purchases over \$50,000:

A Competitive sealed bid process resulting in a contract is required. The City Manager or designee shall determine the competitive bidding procedure for any particular purchase. The City Manager may execute the contract after the City Council has awarded the bid and approved the purchase.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for materials, equipment, and supplies by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal purchasing agreements). The City Council is the authorizing body for all intergovernmental cooperative purchasing agreements, except the City Manager/Designee may authorize intergovernmental cooperative purchasing agreements within approval limits set by this policy.
2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. When the City has entered into an intergovernmental cooperative purchasing agreement, the City may make purchases from the other agency's vendor contract if the vendor has agreed to such participation. A separate contract or purchase order between the City and the vendor is necessary, but no separate bid is required. When purchasing under the other agency's contract, the City is responsible for compliance with statutes (including bid limits) governing purchases by or on behalf of itself. Before making a purchase under such an agreement, the City must ensure that:

City of Kenmore Purchasing Policies and Procedures

- a. The other agency complied with its own statutory requirements for awarding the bid, proposal, or contract. The other agency either i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or ii) provided an access link on the state's web portal to the notice (RCW 39.34.030 (5) (b)); and
- b. The request for bids allows for the contract to be used by more than one local government.

D. Leases of Equipment without Option to Purchase

Leases of equipment without an option to purchase are not subject to competitive bid limits and do not need to be competitively bid. Department Directors may negotiate lease agreements for equipment when an outright purchase is not the preferred alternative. All leases shall adhere to the approval authority schedule (dollar amounts equal **total** lease payments.)

E. Other Purchases

1. Federal Government – RCW 39.32.070-.090 authorizes cities to enter into contracts with the federal government or any agency thereof to purchase equipment, supplies, materials, or other property (real or personal), without regard to laws requiring advertising, giving of notices, inviting or receiving bids, or requiring the delivery of purchases before payment. To implement this authorization, the City Council must designate a City employee to enter a bid on behalf of the City at any sale of equipment, supplies, materials or other property owned by the federal government or any agency thereof, and to make any down payment, or payment in full, required in connection with the bid.
2. Surplus Property from another government – The City may purchase or lease surplus real or personal property from the State or any local government, the federal government, or federally recognized Indian tribe, on such terms and conditions as may be mutually agreed upon by the two governments (RCW 39.33.010.) The transfer must be at true and fair value (RCW 43.09.210).

IV. PUBLIC WORKS PROJECTS (RCW 35A.40.210, RCW 35.23.352)

A. Approval Authority:

Dollar Amount	Approval Required
Up to \$25,000	Department Director/Designee
\$50,000 and under*	City Manager/Designee
Over \$50,000	City Council

*The City Manager or designee has approval authority up to and including \$50,000, and a Department Director/Designee has approval authority up to \$25,000 unless increased authority is designated by City Manager.

City of Kenmore Purchasing Policies and Procedures

B. Bid Process:

Amount	Bid Process
0 to \$10,000	Direct Negotiation
\$10,000 to < \$40,000 (single craft)	3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)
\$10,000 to < \$65,000 (multi-craft)	3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)
\$40,000 to < \$300,000 (single craft)	At least 5 competitive written quotes (competitive bidding or small works roster process required); contract
\$65,000 to < \$300,000 (multi-craft)	At least 5 competitive written quotes (competitive bidding or small works roster process required); contract
\$300,000 +	Formal competitive bidding: Advertising, sealed bids, public bid opening

1. The term "Public Works" is defined in Section IX.
2. To determine if a public works project must be competitively bid based on bid limit dollar amounts, the total cost of each project or purchase must be estimated using the costs of materials, equipment, supplies, and labor. This estimate need not include Washington State sales tax (WSST).
3. The City may use employees to construct public works projects by contract or day labor without calling for bids whenever the estimated cost of the public works, including the cost of materials, equipment, supplies, and labor does not exceed \$40,000 for a single craft or trade or \$65,000 for multiple crafts or trades (RCW 35.23.352). If the public works project exceeds these amounts, but is \$300,000 or less, the City may use the small works roster process of RCW 39.04.155 (attached) (RCW 35A.40.210 and 35.23.352). The City cannot divide the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project (RCW 35.23.352).
4. Projects over \$300,000 must be competitively bid per RCW 35A.40.210, 35.23.352, and 39.04.155.
5. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions for the small works roster process or limited public works process (RCW 39.04.155(4)).
6. RCW 47.24.050 and 35.77.020 govern construction or repairs of streets or bridges. These statutes authorize the City Council by resolution or ordinance

City of Kenmore Purchasing Policies and Procedures

to contract with King County for repair or construction of any or all the City's streets, sidewalks, traffic control devices, drainage systems or bridges. No bidding requirements apply to such projects.

7. For all public works contracts, bidders must be Responsible Bidders.
8. Note: RCW 39.34.280 authorizes the City to waive competitive bidding for the reasons stated in Section VI.F.

C. On Call and Ongoing Contracts for Repair and Maintenance:

Amount	Process
Up to \$10,000	Direct Negotiation
\$10,000 to < \$40,000 (single craft)	2-3 verbal or written quotes* (competitive bidding, small works roster process, and limited public works process not required and optional)
\$10,000 to < \$65,000 (multi-craft)	2-3 verbal or written quotes* (competitive bidding, small works roster process, and limited public works process not required and optional)

* May further negotiate terms and scope with low bidder (see C.2. below)

1. On call contracts and ongoing contracts (on call contracts) are considered a "public work" as described above. They are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. Most typically, these types of contracts are used for repair, renovation, and maintenance of City facilities. When a specific scope of work is identified, individual work orders are authorized based on either a "not-to-exceed" time and materials basis or a negotiated lump sum amount, using unit prices bid by the contractor.
2. On call contracts should be used only for contracts where the estimated amount of work will be \$65,000 or less where more than one craft or trade is involved, and will be \$40,000 or less where a single craft or trade is involved or where the project involves street signalization or street lighting.
3. During a contract there may be occasions when the original unit/lump sum bid items will not cover work to be accomplished. In such situations, new line items may be added by change orders or the work may be accomplished under a time and materials work order, provided the total contract amount is not exceeded.
4. Multi-year contracts and contract extensions for on call contracts will be limited to a maximum of 3 years.

City of Kenmore Purchasing Policies and Procedures

D. Small Works Roster

The City or another city or nonprofit corporation with whom the City contracts shall maintain the small works roster. The City currently uses the MRSC small works roster.

1. Small Works Roster Process--Generally

Department Directors or designees, and the City Manager or designee, may use the small works roster process of RCW 39.04.155 for public works projects with an estimated cost of \$300,000 or less. In using the Small Work Roster process at RCW 39.04.155, the Department Directors or designees shall secure telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that competitive prices are established and to award contracts to the lowest Responsible Bidders. The invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the invitation. Quotations may be invited from all contractors on the appropriate small works roster, but quotations also may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. Whenever possible, the City shall invite at least one quotation from a minority or woman contractor who shall otherwise qualify (RCW 35.23.352). If the estimated cost is from \$150,000 to \$300,000, the process of Subsection 2 below must be followed.

2. Small Works Roster Process--\$150,000 through \$300,000

Where the estimated cost is from \$150,000 to \$300,000, and the Department Directors or designees elect to solicit quotations from less than all contractors on the appropriate small works roster, the Department Directors or designees must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The Department Directors or designees may elect one of the following methods of providing notice: i) publishing notice in the City's newspaper; ii) mailing notice to these contractors; or iii) sending notice to these contractors by facsimile or other electronic means.

3. Limited Public Works Process--Less than \$35,000

Department Directors or designees, and the City Manager or designee, may use the limited public works process set forth in RCW 39.04.155(3), where the estimated is less than \$35,000. In this process, the Department Directors or designees must solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest Responsible Bidder. After contract award, the quotations must be open to public inspection and available by electronic request. The Department Directors and designees must attempt to distribute opportunities for these limited public works projects equitably among

City of Kenmore Purchasing Policies and Procedures

contractors willing to perform in the general geographic area of the City. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. The Department Director or designee may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, with the consequences and rights described in RCW 39.04.155(3). This limited public works process can be used to solicit and award small works roster contracts only for small businesses that are registered contractors with gross revenues under \$1,000,000 annually as reported on their federal tax return.

4. Projects \$300,000 and over

For public works projects estimated to cost over \$300,000, formal, competitive, sealed bids, as noted above, are required pursuant to RCW 35A.40.210 and 35.23.620.

E. Competitive Bidding Exemptions (Purchases and Public Works)

1. Competitive bidding requirements for purchases and public works may be waived as authorized in RCW 39.04.280 for:
 - a. Purchases that are clearly and legitimately limited to a single source of supply;
 - b. Purchases involving special facilities or market conditions;
 - c. Purchases in the event of an Emergency (see below);
 - d. Purchases of insurance or bonds; and
 - e. Public works in the event of an Emergency.
2. If a Department Director or designee desires to waive the competitive bidding requirements for a purchase, the Department Director or designee shall submit a request to the Finance Director or the City Manager, who, after consultation with the City Attorney, if determined to be necessary by the Finance Director or City Manager, will determine whether the waiver should be utilized.. Immediately after award of a contract, the contract and the factual basis for the waiver must be recorded and open to public inspection.
3. If an Emergency exists in the opinion of a Department Director or designee, the Department Director or designee may declare an Emergency, waive competitive bidding requirements for the public work due to the Emergency, and award necessary contracts to address the Emergency. Thereafter, the Department Director or designee must enter a written finding of the existence of the Emergency and enter it of record no later than two weeks following award of the contract or contracts.

F. Change Orders:

1. The City Council authorizes the City Manager and the City Engineer to approve changes to work or contract for capital construction projects in the following amounts not to exceed in the aggregate the approved project budget.

City of Kenmore Purchasing Policies and Procedures

2. Approval authority limitations refer to total cumulative dollar values. For instance, Project/Program Managers are authorized to approve multiple change orders per project providing that the total change order dollars expended are below the \$10,000 threshold in the aggregate.

Dollar Limits	Approval Authority
Up to \$10,000	Project/Program Manager
Up to \$50,000	City Engineer/Department Director/Designee
Up to \$150,000 or as approved by City Council	City Manager/Designee
Exceeding budget authority or exceeding original contract amount including contingency	City Council

*The contract approval requests are required to include contingency amounts.

V. FEDERAL PROCUREMENT POLICY/GUIDELINES

A. Purpose

To establish and maintain internal controls that provide assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Integrated Framework Principles.

B. Internal Controls

The City will maintain effective internal control over the Federal award, which will provide reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award:

1. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
2. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

C. Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and*

City of Kenmore Purchasing Policies and Procedures

accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

D. Advance Payments and Reimbursements

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

1. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
2. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

E. Allowable Costs

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

1. Be necessary and reasonable for the performance of the Federal award;
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
3. Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City;
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
5. Be determined in accordance with generally accepted accounting principles (GAAP);
6. Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period; and
7. Be adequately documented.

F. Procurement

When procuring property and services under a Federal award, the City will follow either 2 Code of Federal Regulations (CFR) §200.318 General procurement standards through §200.326 Contract provisions or City

City of Kenmore Purchasing Policies and Procedures

purchasing procedures, whichever is more restrictive. The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	\$3,000 or less <i>Must use more</i> restrictive \$3,000 federal threshold	\$3,000 or less <i>Must use more</i> restrictive \$3,000 federal threshold
Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$3,000 - \$40,000 (Single trade) \$3,000 - \$65,000 (Multi trade) \$3,000 - \$50,000 (Non-Public works projects)	\$3,000 - \$40,000 (Single trade) \$3,000 - \$65,000 (Multi trade) \$3,000 - \$50,000 (Non-Public works projects)
	<i>Must use</i> more restrictive: City threshold or \$150,000 Federal threshold	<i>Must use</i> more restrictive: City threshold or \$150,000 Federal threshold
Sealed Bids / Competitive Bids (Formal)	\$40,000 or more (Single trade) \$65,000 or more (Multi trade) \$50,000 or more (Non-Public works projects) <i>Must use</i> more restrictive: City threshold or \$150,000 Federal threshold	\$40,000 or more (Single trade) \$65,000 or more (Multi trade) \$50,000 or more (Non-Public works projects) <i>Must use</i> more restrictive: City threshold or \$150,000 Federal threshold

City of Kenmore Purchasing Policies and Procedures

Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. • Must publicize in City's official publication(s) a request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to responsible firm whose proposal is most advantageous to the program
Non-competitive proposals	Appropriate only when: • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City; or • After soliciting a number of sources, competition is deemed inadequate.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts and sub-grants of amounts in excess of \$150,000 require that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
3. The City will monitor procurements to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.
4. The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.

G. Single Audit Act

The City, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501, as well as all applicable Federal and State statutes and regulations.

H. Closure

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

City of Kenmore Purchasing Policies and Procedures

I. Code of Conduct for use of Federal Funds

1. Purpose – The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.
2. Application - This Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.
3. Requirements - No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
 - a. The City employee, elected official, or agent; or
 - b. Any member of their immediate family; or
 - c. Their partner; or
 - d. An organization which employs, or is about to employ any of the above.
4. No Solicitations/Gratuities - The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.
5. Remedies - To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

VI. CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES

A. Approval Authority

Amount	Approval Authority	Process
Less than \$2,000	City Engineer/Department Director or Designee	Negotiated Contract from A&E List
Less than \$10,000	City Engineer/Department Director	Negotiated Contract from A&E List
\$50,000 or less	City Manager/Designee	Negotiated Contract from A&E List
More than \$50,000	City Council	Request for Qualifications Negotiated Contract

B. Process

1. Chapter 39.80 RCW requires the City to utilize a Request for Qualification (RFQ) selection process for A&E Professional Services and to negotiate a

City of Kenmore Purchasing Policies and Procedures

contract with the most highly qualified firm. The City must announce its need for such Services by publishing an announcement on each occasion when such Services are required, or announcing generally to the public its projected requirements for any category or type of such Services.

2. Negotiated Contracts \$50,000 or less

For A&E Professional Services estimated to cost \$50,000 or less, the City Engineer, Department Director or designee, or the City Manager or designee may either use a shared public roster that is obtained through compliance with the general announcement provisions of RCW 39.80.030, or a City roster obtained through general announcement. If the City does not wish to use the firms on either roster, the City may prepare and publish a Request for Qualifications (RFQ) for the specific Services.

3. Negotiated Contracts for more than \$50,000

For A&E Professional Services estimated to cost more than \$50,000, the City Engineer, Department Director or designee, or the City Manager or designee shall prepare a Request for Qualifications (RFQ) and publish it in the City's official newspaper, in advance of the Department's requirements for such Services. This requirement shall apply whether the announcement is for category or type of Services, or for a specific need for Services. The City will strive to obtain at least three statements of qualifications for any contract.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for architectural or engineering services by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal purchasing agreements). The City Council is the authorizing body for all intergovernmental cooperative purchasing agreements, except the City Manager/Designee may authorize intergovernmental cooperative purchasing agreements within approval limits set by this policy.
2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. The agency contracting with the architectural or engineering firm must comply with requirements as outlined under Chapter 39.80 RCW.
4. The services to be provided for any agency utilizing an interlocal agreement must be related to, and within the general scope of, the services the architectural or engineering firm was selected to perform, and any agreement must be executed for a scope of work specifically detailed in the agreement.
5. The interlocal agreement must be entered into prior to commencement of the procurement of any such services.

City of Kenmore Purchasing Policies and Procedures

VII. OTHER PROFESSIONAL AND SERVICE CONTRACTS

A. Approval Authority

Amount	Approval Authority	Process
Less than \$2,000	City Engineer/Department Director or Designee	Purchase Order/Contract Roster
Less than \$15,000	City Engineer/Department Director	Purchase Order/Contract Roster
\$50,000 or less	City Manager/Designee	Request for Proposal or Negotiated Contract from Roster
Over \$50,000	City Council	Request for Proposal Negotiated Contract

B. Process

1. Contracts for non A&E Professional Services, such as specialized attorney services, computer programmers, actuarial consultants, planners, bond counsel, etc., shall be procured through a purchase order or negotiated contract with a firm or individual on a shared public roster or by an advertised Request for Proposal (RFP). City contract templates should be used for all contracts, unless the services involved highly technical services, such as computer software application licensing and maintenance, in which case the form contract of the firm or company may be used, after review by the Department Director or designee, in consultation with the City Attorney.

2. Purchase Orders or Contracts of \$50,000 or Less

For non A&E Professional Services estimated to cost \$50,000 or less, the City Engineer, Department Director or designee, or City Manager or designee, may select firms or individuals from the shared public roster. The Department Director may issue a purchase order or contract for such Services; however, if the purchase order or contract is for over \$15,000, it must be approved by the City Manager.

3. Contracts Over \$50,000

The initiating Department or City Manager shall prepare a Request for Proposal (RFP) for contracts over \$50,000, and shall publish it in the City's official newspaper in advance of the department's requirements for the services. A RFP may also be used if there are no firms on the shared public roster with sufficient and specialized experience. The City will strive to obtain at least three proposals for any services. A contract in an amount over \$50,000 must be approved by the City Council.

VIII. CODE OF ETHICS

City of Kenmore Administrative Policy and Directive 1. Code of Ethics and City of Kenmore Council Rules and Procedures Section 5. B. shall apply in all circumstances.

City of Kenmore Purchasing Policies and Procedures

IX. DEFINITIONS

A&E Professional Services - Those professional services rendered by any person, other than as an employee of the City, within the scope of the general definition of professional practice in Chapters 18.08, 18.43, or 18.96 RCW. These general definitions include, but are not limited to, the practice of architecture, engineering, landscape architecture, and land surveying.

Best Practice Purchasing - Whenever formal written quotes/bids or telephone quotes are not required, competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and service.

Budget Authority - Person(s) authorized to spend funds up to amounts as budgeted on behalf of the City.

Competitive Sealed Bid - Notice to bidders is advertised and sealed bids are required. Usually, the bid document is very detailed and specific.

Emergency – Unforeseen circumstances beyond the control of the City that either i) presents a real, immediate threat to the proper performance of essential functions; or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken (RCW 39.34.280(3)).

Non A&E Professional Services- An occupation wherein the labor and skill involved is predominantly mental or intellectual rather than physical or manual. Examples of occupations included in this category are: Accountants, artists, attorneys, bond brokers, computer programmers/consultants, insurance brokers, economists, financial analysts, planners, real estate appraisers, and codifiers of municipal ordinances.

Procurement – The purchase of materials, equipment, supplies, or services.

Proposal – A response of a consultant that describes key personnel, technical approaches, experience of the consultant, and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.

Public Works – RCW 39.04.010 defines “public work” as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. The term “ordinary maintenance” is not defined by RCW 39.04.010, which is part of the “Public Works” Chapter of the RCW. Ordinary maintenance” is defined by WAC 296-127-010, which defines “public work” for purposes of Chapter 39.12 RCW, relating to prevailing wages on public works. Chapter 39.12 RCW provides insight into the definition of “public work” in RCW 39.04.010, because RCW 39.04.010 states that all public works, including

City of Kenmore Purchasing Policies and Procedures

maintenance when performed by contract, shall comply with Chapter 39.12 RCW. WAC 296-127-010(7)(a) defines “public work” as all work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the City. This regulation also states that a public work includes maintenance, except “ordinary maintenance.” This regulation defines “ordinary maintenance” as work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken, as well as work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Thus, all maintenance work performed by contract and all regularly schedule work that is required to maintain an asset but that is not performed pursuant to a contract is a “public work,” which must comply with these Purchasing Policies as they relate to public works.

Responsible Bidder - A bidder on a public works contract who meets the responsibility criteria of RCW 39.04.350 prior to award of a public works contract. See **RCW 39.04.350** attached.

Request for Bid (RFB) - A process through which written or electronic bids are solicited from contractors on an agency’s small public works roster for public works contracts in which price is the primary basis for consideration and contract award.

Request for Proposal (RFP) - A solicitation sent to known vendors or consultants, usually prepared by a department head or designee, which indicates in a general manner the work or type of service which the city desires to contract. RFPs generally solicit qualifications, approach, price, and ideas from experienced and knowledgeable vendors and consultants.

Request for Qualifications (RFQ) – A method of soliciting competitive proposals that considers and evaluates companies based on a basis of demonstrated competency and qualification rather than price. This process is typically used for A&E services where price is not a consideration. An RFQ will generally result in a negotiated contract.

Shared Public Roster – A system of rosters established by the Municipal Research Services Center (MRSC) as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals.

Small Works Roster - A process for awarding contracts for public works estimated to cost \$300,000 or less, in lieu of competitive bidding, pursuant to RCW 39.04.155 (applied to the City through RCW 35A.40.210, 35.23.352 and 39.04.155). This process involves creation of small works rosters for specialties or categories of work, placement of responsible contractors on the roster list, issuance of invitations for quotes to contractors on the list, securing of quotes from contractors on the list to assure establishment of a competitive price is established, and award of contracts to the lowest Responsible Bidder.

City of Kenmore Purchasing Policies and Procedures

Statement of Qualifications - A response to a Request for Qualifications (RFQ) wherein the prospective consultant provides information relating to the consultant's qualifications to perform the type(s) of work and services being sought, and may include brochures, resumes of key personnel, descriptions of work completed in other places, references, etc. Price may not be used as an evaluation criterion in requesting Statements of Qualifications in response to an RFQ for architectural, engineering, landscape architectural, and land surveying services.

City of Kenmore Purchasing Policies and Procedures

EXHIBIT A. Formal, Competitive Sealed Bids for a Public Works Project

Note: Federal regulations may conflict with or be different from the following. In the case of conflict, Federal regulations take precedence for projects utilizing Federal Funds.

An advertisement or Request for Bid of a Public Works project should include the following information:

- Title of the project.
- Brief description of the nature and scope of work, including the materials and equipment to be furnished.
- Location where detailed plans, specifications, and contract documents are available for review or purchase.
- Date, place, and time that the bids are due.
- Notice that bids received after the scheduled bid submittal deadline will not be considered.
- Notice of the requirement of a bid proposal deposit in the amount of 5% of the amount of the bid in the form of a cashier's check, certified check, money order, or surety bond in favor of the City, which must accompany the bid.
- Notice that the City reserves the right to reject any and all bids and to waive minor irregularities in the bids.
- Date, time and place of bid opening.
- Name and telephone number of a City contact person.
- Notice that the successful bidder will be required to pay prevailing wages for the work to be performed.
- Statement that the City is an equal opportunity employer and invites responsive bids from all qualified Responsible Bidders.
- Notice that all bid documents are public records and subject to disclosure.

The advertisement for Bid must be posted in City Hall or on the City Web Site and published in a newspaper of general circulation by the City Clerk once a week for two consecutive weeks with the last publication being at least 13 days prior to the last date upon which bids will be received.

Detailed Plans and Specifications

Detailed plans and specifications of public works project will be prepared at the direction of the requesting Department Director, along with an estimate of the cost of such work. The plans and specifications will be approved by the City Engineer or Department Director and a certified copy filed with the City Clerk. The plans and specifications will be posted on an on-line Plan Center.

Any changes or clarifications to the contract documents, specifications, or design drawings made after advertising and before the bid submittal deadline, should be issued to all document holders as numbered and dated addenda. A copy of the addenda must be filed with the City Clerk.

City of Kenmore Purchasing Policies and Procedures

Bid Log

The City Clerk must prepare a log (this is a formal public record) containing the following information:

- a. The name, address and phone number of every person and company who received a copy of the detailed plans and specifications for the project and the date and time they were provided.
- b. If communications with prospective bidders occur during the bid period, a record of the substance of the communication.

Bid Opening

The City Clerk will be present at all bid openings to verify the date and time of bid submittals; open each bid proposal; announce the bids of each submitter; record the unit prices, sales tax, delivery charge if applicable, and total cost of each bid proposal. The City Clerk will prepare a tabulation of bid results, which will be available to the public immediately following the formal bid opening.

Bid Award

The requesting Department will evaluate the bids for responsiveness, the presence of unbalanced bids, and price. The requesting Department will also determine and document that the bidder submitting the lowest responsive bid meets the Responsible Bidder criteria of RCW 39.04.350(1) and any supplemental bidder responsibility criteria established and included in the bidding documents, consistent with RCW 39.04.350(2). The requesting Department shall then prepare a contract, reviewed as to form by the City Attorney, and submit the documentation to the City Manager for approval per these Purchasing Policies.

All bid proposal deposits must be returned to unsuccessful bidders. The 5% bid bond of the successful bidder will be retained until a contract is entered into and a payment and performance bond for the work is furnished, with surety satisfactory to the Risk Manager or City Attorney. If the successful bidder fails to enter into the contract in accordance with the bid and fails to furnish a payment and performance bond within 20 days from the date of being notified of award, the 5% guaranty will be forfeited to the City.

Bid Protest

A party may protest bid solicitations. The City must receive a written protest at least three business days prior to the bid submittal deadline.

Per **RCW 39.04.105**, if the City receives a written protest from a bidder for a public works project which is the subject of competitive bids, the City shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the City's intent to execute a contract for the project; provided that the protesting bidder must submit notice in writing of its protest no later than two full business days following bid opening (not counting intermediate Saturdays, Sundays, and legal holidays).

City of Kenmore Purchasing Policies and Procedures

Public Record

Immediately after opening of the bids, the original of every bid proposal and a copy of the bid log will be filed with the City Clerk for retention; the bids are a public record. A copy of the proposal of the successful bidder should remain with the initiating Department until completion of the project.

Rejection of Bids

Based on the evaluation of bids, the initiating Department may recommend that all bids be rejected. The City Council may also reject any or all bids when the public interest will be served. If bids are rejected, the initiating Department will inform the bidders in writing. A rejection of bids may occur and is not limited to the following reasons:

1. The bids exceed the engineering estimate and or the amount that the City has available for the project,
2. The bidder(s) does not meet the Responsible Bidder criteria of RCW 39.04.350 (1) or any supplemental bidder responsibility criteria established in the bidding documents.

Any contact by the bidder with a member of the City Council that regards the Request for Bid may be grounds for bid rejection.

CITY OF KENMORE, ~~WASHINGTON~~

*PURCHASING and CONTRACTING POLICIES and
PROCEDURES*

~~*ADOPTED JULY, 2001*~~

~~*AMENDED FEBRUARY, 2006*~~

~~*AMENDED OCTOBER, 2011*~~

Adopted November 27, 2017

TABLE OF CONTENTS

CHAPTER	TITLE	PAGE #
I.	Mission, Goals, Policy Statement and General Guidelines	4
A.	Mission	4
B.	Goals	4
C.	Policy Statement	4
D.	City Manager Authority	4
E.	Local Businesses	4
F.	Compliance by City Employees	4
G.	Basis	5
H.	Grant Funds	5
I.	Solicitations	5
J.	Washington State Sales Tax	5
K.	Capitalized Terms	5
II.	Regulations and Reference	5
A.	Code City	5
B.	RCW References	5
III.	Purchases of Supplies, Materials and Equipment Not Related to Public Works	7
A.	Approval Authority and Procedure	7
B.	Process	7
C.	Cooperative Purchasing	8
D.	Leases of Equipment without Option to Purchase	9
E.	Other Purchases	9
IV.	Public Works Projects	9
A.	Approval Authority	9
B.	Bid Process	10
C.	On Call and Ongoing Contracts for Repair and Maintenance	11
D.	Small Works Roster	12
E.	Competitive Bidding Exceptions	13
F.	Change Orders	13
V.	Federal Procurement Standards/Guidelines	14
A.	Purpose	14
B.	Internal Controls	15
C.	Certification	15
D.	Advance Payments and Reimbursements	15
E.	Allowable Costs	16
F.	Procurement	16
G.	Single Audit Act	18
H.	Closure	18
I.	Code of Conduct for Use of Federal Funds	18
VI.	Contracts for Architectural and Engineering Services	19
A.	Approval Authority	19
B.	Process	19
C.	Cooperative Purchasing	20
VII.	Other Professional and Service Contracts	20
A.	Approval Authority	20
B.	Process	21

VIII.	Code of Ethics	21
IX.	Definitions	21
X.	Exhibit A Formal, Competitive Sealed Bids for a Public Works Project	24
XI.	RCW References	27
	<u>RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products</u>	
	<u>RCW 35.23.352 Public works – Contracts – Bids – Small works roster – Purchasing requirements, recycled or reused materials or products</u>	
	<u>RCW 35A.40.200 General law relating to public works and contracts (for code cities)</u>	
	<u>RCW 39.04 Public Works Complete Chapter Headings</u>	
	<u>RCW 39.04.155 Small works roster contract procedures – Limited public works process – Definition</u>	
	<u>RCW 39.04.280 Competitive bidding requirements – Exemptions</u>	
	<u>RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria</u>	
	<u>RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization of architectural or engineering services – Financing of joint projects</u>	
	<u>WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works</u>	

I. MISSION, GOALS, POLICY STATEMENT, AND GENERAL GUIDELINES

- A. Mission:** To establish sound purchasing, procurement, and public works construction practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.
- B. Goals:** The City is focused on achieving the following purchasing, procurement, and public works construction goals:
- Purchase or procurement of materials, equipment, supplies, and services in a timely and cost effective manner, while meeting all legal obligations;
 - Use of Requests for Proposals (RFP), invitations to bid (ITB), Requests for Qualifications (RFQ) when appropriate to achieve competitive pricing from responsive and responsible vendors and contractors;
 - Utilization of public rosters for small works, limited public works, consulting services, and vendor lists (for purchases not related to public works) when appropriate; and
 - Fair and transparent contract negotiation, review and evaluation.
- C. Policy Statement:** It is the policy of the City to use consistent procedures for all Departments to purchase or procure goods and services for City operations and construct public works. This consistency should facilitate the most efficient and cost-effective manner of purchasing, procuring and constructing in compliance with applicable laws and regulations, and in accordance with best practices. All purchases and procurement of materials, equipment, supplies, and services, and all construction of public works, are to be made within budgetary limitations and for the purpose of meeting the goals and objectives approved in the City's budget. Purchases, procurements and construction which cause a fund to exceed budget authority shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases, procurements and public works construction made by the City shall be subject to approval by the City Council through the voucher approval process.
- D. City Manager Authority:** The City Manager has the authority to modify this policy as necessary for the effective and efficient conduct of City business, except in matters of increased purchasing limits or authority, which will be approved by the City Council. All changes will be distributed to the City Council and Department Directors, and filed with the City Clerk.
- E. Local Businesses:** For purchases and procurements, the City encourages participation by vendors with business locations within the City and will try to include appropriate City vendor(s) when seeking price quotations for the purchase or procurement of goods and services.
- F. Compliance by City Employees:** All employees must follow these Purchasing Policies for purchase and procurement of materials, equipment, supplies, and services and construction of public works.
- G. Basis:** These Purchasing Policies are based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City Council, which may be more restrictive than the RCW; and guidelines from the State Auditor's Office and the Municipal Research and Services Center.
- H. Grant Funds:** If grant funds are involved in the proposed purchase, procurement or construction, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than or different from these Purchasing Policies. If federal funds will be expended, additional requirements outlined in 2 CFR 200.318 through 2 CFR 200.326 must be complied with, as outlined in these Purchasing Policies under Section V. Federal Procurement Standards/Guidelines.
- I. Solicitations:** Local Agencies must be in compliance with the LAG manual and their Title VI Agreement for all advertisements. Specific Title VI language must be included in the advertisement when soliciting

for consultant services and construction contractors. See the LAG manual for Title VI language that must be included in the advertisement.

J. Washington State Sales Tax: Washington State sales tax (WSST) shall be included when defining purchase price, except in the case of public works projects. According to RCW Chapters 35.22.620 and 35.23.352, the cost of a public works project includes the costs of materials, equipment, supplies, and labor. For the purposes of bid authority and process, WSST need not be included in cost estimates.

K. Capitalized Terms: Capitalized terms in these Purchasing Policies are defined in Section IX.

II. REGULATIONS AND REFERENCE

A. Code City: The City is a code city under Chapter 35A RCW, with a population exceeding 20,000. As a code city, Kenmore is governed by the following:

B. RCW References (Note: These Purchasing Policies were adopted on _____, 2017. When purchasing or procuring goods or services and constructing public works, check amendments to the RCW since that date.)

RCW 35A.40.200 General law relating to public works and contracts (attached)

Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter 39.04 RCW, relating to public works; (2) Chapter RCW 35.23.352 relating to construction of public works or improvements, including materials, supplies and equipment; (3) Chapter RCW 9.18.120 and 9.18.150 relating to suppression of competitive bidding; (4) Chapter 60.28 RCW relating to liens for materials and labor performed; (5) Chapter 39.08 RCW relating to contractor's bonds; (6) Chapters 39.12 and 43.03 RCW relating to prevailing wages; (7) Chapter 49.12 RCW relating to hours of labor; (8) Chapter 51.12 RCW relating to workers' compensation; (9) Chapter 49.60 RCW relating to antidiscrimination in employment; (10) Chapter 39.24 RCW relating to the use of Washington commodities; and (11) Chapter 39.28 RCW relating to emergency public works.

RCW 35A.40.210 Public work or improvement -- Procedures -- Purchases (attached)

Because the City is a "code city," procedures for public works or improvements are governed by RCW 35.23.352.

Because the City is a "code city" with a population of 20,000 or more, procedures for purchases are governed by RCW 35.22.620.

Attached for reference:

RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products.

RCW 35.23.352 Public works -Contracts - Bids - Small works roster - Purchasing requirements, recycled or reused materials or products

RCW 35A.40.200 General law relating to public works and contracts (for code cities)

RCW 39.04 Public Works Complete Chapter headings

RCW 39.04.155 Small works roster contract procedures - Limited public works process - Definition

RCW 39.04.280 Competitive bidding requirements-Exemptions

RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria

RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization of architectural or engineering services – Financing of joint projects

WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works

III. PURCHASES OF SUPPLIES, MATERIALS AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority and Procedure (for Supplies, Materials and Equipment Not Related to Public Works):

I. Policy Statement

H. Regulations and Reference

HD. Purchases of Supplies, Materials and Equipment Not Related to Public Works

<u>A Dollar Limit</u>	<u>Approval Authority Required</u>	<u>5 Procedure</u>
<u>B. Up to \$50</u>	<u>Processes Petty cash custodian</u>	<u>5 Petty cash system receive invoice</u>
<u>C. \$50 to < \$2,000</u>	<u>Cooperative Purchasing Budget authority AND Dept. Director/Designee</u>	<u>6 Invoice</u>
<u>\$2,000 to < \$10,000</u>	<u>Budget authority AND Department Director/Designee</u>	<u>Direct purchase or purchase order or contract</u>
<u>D. E. \$10,000 to \$50,000</u>	<u>Leases of Equipment Without Option to Purchase Other Purchases</u> <u>Federal Government Budget authority AND City Manager/Designee</u>	<u>6 3 quotes (verbal* or written Purchase order or contract)</u>
<u>Over \$50,000</u>	<u>Surplus Property from another government City Manager AND City Council</u>	<u>6 Competitive bid and contract</u>

IV. Public Works Projects	7
A. Approval Authority	8
Change Orders	
B. Procedures	8
C. Competitive Bidding Exceptions	8
D. Emergency Purchases	9
E. Small Works Roster	9
V. Architectural, Landscape Architectural, Engineering Services and Land Surveying	10
A. Approval Authority	10
B. Process	10
VI. Professional Service Contracts	10
A. Approval Authority	10
B. Process	11
VII. Code of Ethics	11
Conflict of Interest Solicitations and Donations (gifts and gratuities)	
VIII. Definitions	12

~~I. — POLICY STATEMENT~~

~~It is the policy of the City to use consistent procedures for all departments to procure goods and services for City operations. This consistency should facilitate the most efficient and cost-effective manner of procurement in compliance with applicable laws and regulations, and in accordance with best practices. All procurement of goods and services shall provide the City with the best quality for the best price. All purchases of supplies, materials, equipment and services are to be made within budgetary limitations and for the purpose of the goals and objectives approved in the City's budget. Purchases which cause a fund to exceed budgetary limits shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases made by the City shall be ultimately approved by the City Council through the voucher approval process.~~

~~The City Manager and Finance Director will oversee the procurement and contracting procedures of the City and may amend the procedures and attached Exhibits as needed. This responsibility includes developing, recommending, implementing, and monitoring policies and procedures that ensure the fiscal responsibility of the City in expending revenues as it relates to the procurement of goods and services for City operations.~~

~~Local Businesses: The City encourages participation by vendors with business locations within Kenmore and will try to contact an appropriate Kenmore vendor when seeking price quotations for the procurement of goods and services.~~

~~Compliance by City Employees: All employees must follow established policies and procedures for procurement of equipment, materials, supplies, and services (including purchased services, consultant services, and construction services).~~

~~Basis:~~

~~The procurement policies and procedures of the City shall be based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City of Kenmore City Council, which may be more restrictive than the RCW; guidelines from the State Auditor's Office; and the Municipal Research and Services Center.~~

~~If grant funds are involved in the proposed procurement, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.~~

~~II. REGULATIONS AND REFERENCE~~

~~The City of Kenmore is an optional Code City under Chapter 35A RCW, with a population exceeding 20,000. *Verbal quotes must be documented in writing~~

B. Process:

~~A. As a code city, Kenmore is governed by the following:~~

RCW 35A.40.200

General law relating to public works and contracts (attached)

~~Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter 39.04 RCW relating to public works; (2) RCW 35.23.352 relating to competitive bidding for public works, materials and supplies; (3) RCW 9.18.120 and 9.18.150 relating to suppression of competitive bidding; (4) chapter 60.28 RCW relating to liens for materials and labor performed; (5) chapter 39.08 RCW relating to contractor's bonds; (6) chapters 39.12 and 43.03 RCW relating to prevailing wages; (7) chapter 49.12 RCW relating to hours of labor; (8) chapter 51.12 RCW relating to workers' compensation; (9) chapter 49.60 RCW relating to antidiscrimination in employment; (10) chapter 39.24 RCW relating to the use of Washington commodities; and (11) chapter 39.28 RCW relating to emergency public works.~~

RCW 35A.40.210

Public work or improvement – Procedures – Purchases (attached)

~~Procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352.~~

~~Purchases for code cities with twenty thousand population or more shall be governed by RCW 35.22.620. Purchases for code cities with under twenty thousand population shall be governed by RCW 35.23.352. (Note: Kenmore population is more than 20,000).~~

Attached for reference:

~~Chapter 39.04 RCW Public Works~~

~~RCW 39.04.155 Small works roster contract procedures – Limited public works process – Definition~~

~~RCW 39.04.280 Competitive bidding requirements – Exemptions~~

~~RCW 39.04.350 Bidder responsibility criteria – Supplemental criteria~~

~~RCW 35.22.620 Public works or improvements – Limitations on work~~

~~by public employees – Small works roster – Purchase of reused or recycled~~

~~materials or products RCW 35.23.352 Public works – Contracts – Bids –~~

~~Small works roster – Purchasing requirements, recycled or reused materials or~~

~~products~~

III. PURCHASES OF SUPPLIES, MATERIALS AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority:

Amount	Approval Authority	Purchase Procedure Requirements
\$0 less than \$50	Petty Cash Custodian	Petty Cash System Receipt or Invoice
\$50 less than \$2,000	Budget Authority; and Department Director or Designee	Invoice
\$2,000 less than \$10,000	Department Director	3 Quotes Purchase Order or Contract
\$10,000 less than \$50,000	City Manager	3 Quotes Purchase Order or Contract
\$50,000 and more	City Manager Approves City Council Awards	Competitive Bid Contract

B. Processes:

NOTE: Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and Citythese Purchasing Policies.

1. Generally

The City is not required to purchase materials, equipment, and supplies by competitive bidding, and has flexibility in determining how to solicit competition in purchasing materials, equipment, and supplies (See RCW 35A.40.210 and 35.22.620). The City may, but is not required to, use the vendor list process of RCW 39.04.190 to award contracts for the purchases of materials, equipment, and supplies. If the City uses the vendor list process, it must establish vendor lists either by publishing at least twice per year, in a newspaper of general circulation in the City, a notice of the existence of vendor lists and solicit the names of vendors for the lists, or use vendor lists of another agency or nonprofit corporation, such as MRSC. If the City uses a vendor list, the City must secure telephone or written quotations, or both, from at least 3 vendors whenever possible to assure that a competitive price is established and for awarding purchase contracts to the lowest responsible bidder as defined in Chapter 39.26 RCW. A bidder is an individual or entity who submits a quotation. RCW 39.26.010. The term "lowest responsible" is not defined in Chapter 39.26 RCW. The awarded contract does not need to be advertised.

12. Purchases less than \$2,000

Purchases ~~can~~may be made for less than \$2,000 by Department Directors or their ~~designee~~ designees, within budgetary authority and with a supporting invoice; a purchase order is not required.

23. Purchases between \$2,000 and less than \$10,000

Purchases may be made for \$2000 up to \$10,000 by using direct purchase or quotes, using a purchase order or contract to designate what budget authority is being expended. Best practice purchasing applies, meaning that competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and good service.

4. Purchases from \$10,000 up to and including \$50,000:

Three or more documented (verbal or written) quotations are required to assure that the City obtains quality goods at reasonable prices. A purchase order approved by the Department Director is required.

3. Purchases between \$10,000 and less than 50,000:

Three documented quotations are required. A purchase order or contract approved by the City Manager or designee is required.

NOTE: City Manager may delegate spending authority for dollar amounts up to and including \$50,000.

4. Purchases over \$50,000 and more:

A Competitive ~~Bid Process~~sealed bid process resulting in a contract is required. The City Manager or designee shall determine the competitive bidding procedure for any particular purchase. The City Manager may execute the contract after the City Council has awarded the bid and approved the purchase.

C. Cooperative Purchasing (Piggybacking) under ~~RCW~~Chapter 39.34 RCW

The City may join in cooperative purchasing arrangements with other public agencies for ~~supplies, materials and~~ equipment, and supplies by entering ~~into written Intergovernmental Cooperative Purchasing Agreements~~intergovernmental cooperative purchasing agreements (also known as interlocal purchasing agreements). The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.

1. Several agreements have been approved by is the Kenmore authorizing body for all intergovernmental cooperative purchasing agreements, except the City Council and include: KCDA, City of Tacoma (supplies), US Communities, Thurston County Manager/Designee may authorize intergovernmental cooperative purchasing agreements within approval limits set by this policy.

2. When ~~state~~ State of Washington contracts are used through the Washington State Office of State Procurement (OSP), there are no further additional bidding requirements ~~are needed~~.

3. ~~Public agencies which have filed~~ When the City has entered into an Intergovernmental Cooperative Purchasing Agreement with each other intergovernmental cooperative purchasing agreement, the City may make purchases from ~~each other's procurements and the other agency's vendor~~ contract if the ~~Vendor~~ vendor has agreed to such participation. A separate contract or purchase order between the City of Kenmore and the vendor is necessary, but no separate bid is required. When purchasing under ~~another agency's~~ the other agency's contract, the City ~~of Kenmore~~ is responsible for compliance with statutes (including bid limits) governing purchases by or on behalf of itself. Before making a purchase under such an agreement, the City must ensure that: except to the extent identified by RCW 39.34.030.

Before making a purchase under such an agreement, the City must ensure that:

- a. 1) The other agency advertised in accordance with its own statutory procurement requirements and policies; 2) for awarding the bid, proposal, or contract; The other agency either i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or ii) provided an access link on the state's state's web portal to the notice (RCW 39.34.030 -(5) -(b); and 3) The request for bids allows for the contract to be used by more than one local government.); and
- b. The request for bids allows for the contract to be used by more than one local government.

D. Leases of Equipment without Option to Purchase

Leases of equipment without an option to purchase are not subject to competitive bid limits and do not need to be competitively bid. Department ~~heads~~ Directors may negotiate lease agreements for ~~materials, supplies, and~~ equipment when an outright purchase is not the preferred alternative. All leases shall adhere to the approval authority schedule (dollar amounts equal **total** lease payments.)

E. Other Purchases

1. Federal Government — RCW 39.32.070-.090 authorizes cities to enter into contracts with the federal government or any agency thereof to purchase equipment, supplies and, materials from the federal government. There is no requirement for, or other property (real or personal), without regard to laws requiring advertising or, giving of notices, inviting or receiving bids. However, an ordinance or resolution must be passed, or requiring the delivery of purchases before purchase is made payment. To implement this authorization, the City Council must designate a City employee to enter a bid on behalf of the City at any sale of equipment, supplies, materials or other property owned by the federal government or any agency thereof, and to make any down payment, or payment in full, required in connection with the bid.
2. Surplus Property from another government — The City may purchase or lease surplus property from another government without regard to bid laws real or personal

property from the State or any local government, the federal government, or federally recognized Indian tribe, on such terms and conditions as may be mutually agreed upon by the two governments (RCW 39.33.010.) The transfer must be at true and fair value (RCW 43.09.210).

~~IV.~~
IV. PUBLIC WORKS PROJECTS (RCW 35A.40.210, RCW 35.22.62023.352)

A. Approval Authority:

<u>Dollar Amount</u>	<u>Approval Required</u>
<u>Up to \$25,000</u>	<u>Department Director/Designee</u>
<u>\$50,000 and under*</u>	<u>City Manager/Designee</u>
<u>Over \$50,000</u>	<u>City Council</u>

*The City Manager or designee has approval authority up to and including \$50,000, and a Department Director/Designee has approval authority up to \$25,000 unless increased authority is designated by City Manager.

B. Bid Process:

<u>Amount</u>	<u>Bid Process</u>
<u>0 to \$10,000</u>	<u>Direct Negotiation</u>
<u>\$10,000 to < \$40,000 (single craft)</u>	<u>3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)</u>
<u>\$10,000 to < \$65,000 (multi-craft)</u>	<u>3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)</u>
<u>\$40,000 to < \$300,000 (single craft)</u>	<u>At least 5 competitive written quotes (competitive bidding or small works roster process required); contract</u>
<u>\$65,000 to < \$300,000 (multi-craft)</u>	<u>At least 5 competitive written quotes (competitive bidding or small works roster process required); contract</u>
<u>\$300,000 +</u>	<u>Formal competitive bidding; Advertising, sealed bids, public bid opening</u>

~~The RCW 39.04.010 defines the term "public works" as all work, construction, alteration, repair or improvement, other than ordinary maintenance, executed at the cost of the City. Ordinary maintenance is work performed by employees of the City. Maintenance when performed by contract should be considered public works for purposes of prevailing wages and bid laws. See WAC 296-127-010 (7)(a) for further definition of public works (attached).~~

1. term "Public Works" is defined in Section IX.

2. To determine if a public works project must be competitively bid based on bid limit dollar amounts, the total cost of each project or purchase must be estimated. Materials using the costs of materials, equipment, supplies, equipment and labor on the construction of that project and applicable sale and use taxes are to be included. This estimate need not include Washington State sales tax (WSST).

3. The City may use employees to ~~perform~~construct public ~~work~~works projects ~~with-by~~ contract or day labor without calling for bids whenever the estimated ~~costs~~cost of the public works, including the cost of materials, supplies, and equipment, does not ~~exceeding \$45~~exceed \$40,000 for a single craft or trade or ~~\$9065~~,000 for multiple crafts or trades (RCW 35.22.620~~23~~.352). If the public works project exceeds these amounts, but is \$300,000 or less, the City may use the small works roster process of RCW 39.04.155 (attached) (RCW 35A.40.210 and 35.23.352). The City cannot divide the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project (RCW 35.23.352).
4. Projects over \$300,000 must be competitively bid per RCW 35A.40.210, 35.23.352, and 39.04.155.
5. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.~~(RCW 35.22.620-)~~ for the small works roster process or limited public works process (RCW 39.04.155(4)).
6. ~~RCWs~~RCW 47.24.050 and ~~RCW~~ 35.77.020 govern construction or repairs of streets or bridges. These statutes authorize ~~cities~~the City Council by resolution or ordinance to contract with ~~the county in which they reside~~King County for repair or construction of any or all the ~~City's~~City's streets, sidewalks, traffic control devices, drainage systems or bridges. No bidding requirements apply to such projects.
- ~~A. Approval Authority~~For all public works contracts, bidders
7. ~~Projects over \$300,000 must be competitively bid per~~Responsible Bidders.
8. Note: RCW 39.04.155~~34.280~~ authorizes the City to waive competitive bidding for the reasons stated in Section VI.F.

~~If the estimated project cost is \$300,000 or less, the City is authorized to use the small public works roster procedures set forth in RCW 39.04.155 (attached).~~

C. On Call and Ongoing Contracts for Repair and Maintenance :

Amount	Approval Authority	
0-\$250,000		Department Director or Design Negotiation
\$250,000 -less than \$250,000 < \$40,000 (single craft)	Department Director	Quotes from SWR Purchase Order (competitive bidding, small works process no
\$25,000 -less than \$50,000		City Manager
\$50,000 -less than \$65,000 (multi-craft)	City Council	2-3 verbal or written quotes* (cc process, and limited public optional)Small Works Roster
More than \$300,000		City Council

* May further negotiate terms and scope with low bidder (see C2 below)

1. On call contracts and ongoing contracts (on call contracts) are considered a “public work” as described above. They are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. Most typically, these types of contracts are used for repair, renovation, and maintenance of City facilities. When a specific scope of work is identified, individual work orders are authorized based on either a “not-to-exceed” time and materials basis or a negotiated lump sum amount, using unit prices bid by the contractor.
2. On call contracts should be used only for contracts where the estimated amount of work will be \$65,000 or less where more than one craft or trade is involved, and will be \$40,000 or less where a single craft or trade is involved or where the project involves street signalization or street lighting.
3. During a contract there may be occasions when the original unit/lump sum bid items will not cover work to be accomplished. In such situations, new line items may be added by change orders or the work may be accomplished under a time and materials work order, provided the total contract amount is not exceeded.
4. Multi-year contracts and contract extensions for on call contracts will be limited to a maximum of 3 years.

D. Small Works Roster

The City or another city or nonprofit corporation with whom the City contracts shall maintain the small works roster. The City currently uses the MRSC small works roster.

1. Small Works Roster Process--Generally

Department Directors or designees, and the City Manager or designee, may use the small works roster process of RCW 39.04.155 for public works projects with an estimated cost of \$300,000 or less. In using the Small Work Roster process at RCW 39.04.155, the Department Directors or designees shall secure telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that competitive prices are established and to award contracts to the lowest Responsible Bidders. The invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the invitation. Quotations may be invited from all contractors on the appropriate small works roster, but quotations also may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. Whenever possible, the City shall invite at least one quotation from a minority or woman contractor who shall otherwise qualify (RCW 35.23.352). If the estimated cost is from \$150,000 to \$300,000, the process of Subsection 2 below must be followed.

2. Small Works Roster Process--\$150,000 through \$300,000

Where the estimated cost is from \$150,000 to \$300,000, and the Department Directors or designees elect to solicit quotations from less than all contractors on the appropriate small works roster, the Department Directors or designees must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The Department Directors or designees may elect one of the following methods of providing notice: i) publishing notice in the City's newspaper; ii) mailing notice to these contractors; or iii) sending notice to these contractors by facsimile or other electronic means.

3. Limited Public Works Process--Less than \$35,000

Department Directors or designees, and the City Manager or designee, may use the limited public works process set forth in RCW 39.04.155(3), where the estimated is less than \$35,000. In this process, the Department Directors or designees must solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest Responsible Bidder. After contract award, the quotations must be open to public inspection and available by electronic request. The Department Directors and designees must attempt to distribute opportunities for these limited public works projects equitably among contractors willing to perform in the general geographic area of the City. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. The Department Director or designee may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, with the consequences and rights described in RCW 39.04.155(3). This limited public works process can be used to solicit and award small works roster contracts only for small businesses that are registered contractors with gross revenues under \$1,000,000 annually as reported on their federal tax return.

4. Projects \$300,000 and over

For public works projects estimated to cost over \$300,000, formal, competitive, sealed bids, as noted above, are required pursuant to RCW 35A.40.210 and 35.23.620.

E. Competitive Bidding Exemptions (Purchases and Public Works)

1. Competitive bidding requirements for purchases and public works may be waived as authorized in RCW 39.04.280 for:

- a. Purchases that are clearly and legitimately limited to a single source of supply;
- b. Purchases involving special facilities or market conditions;
- c. Purchases in the event of an Emergency (see below);
- d. Purchases of insurance or bonds; and

e. Public works in the event of an Emergency.

2. If a Department Director or designee desires to waive the competitive bidding requirements for a purchase, the Department Director or designee shall submit a request to the Finance Director or the City Manager, who, after consultation with the City Attorney, if determined to be necessary by the Finance Director or City Manager, will determine whether the waiver should be utilized.. Immediately after award of a contract, the contract and the factual basis for the waiver must be recorded and open to public inspection.
3. If an Emergency exists in the opinion of a Department Director or designee, the Department Director or designee may declare an Emergency, waive competitive bidding requirements for the public work due to the Emergency, and award necessary contracts to address the Emergency. Thereafter, the Department Director or designee must enter a written finding of the existence of the Emergency and enter it of record no later than two weeks following award of the contract or contracts.

F. Change Orders:

1. Per City of Kenmore Resolution No. 09-173, The City Council authorizes the City Manager and the City Engineer to approve changes to work or contract for capital construction projects in the following amounts not to exceed in the aggregate the approved project budget.
 City Manager: \$50,000
 City Engineer: \$25,000

B. Procedures

Limited Public Works Process for Contracts Less than \$35,000

The City shall follow the procedures set forth in RCW 39.04.155(3), which provides among other things that electronic or written quotations from a minimum of three contractors on the appropriate

2. Small Works Roster is required. In the alternative, the City may opt to bid the project under the Small Works Roster procedures or Advertise for Bids. Approval authority limitations refer to total cumulative dollar values. For instance, Project/Program Managers are authorized to approve multiple change orders per project providing that the total change order dollars expended are below the \$10,000 threshold in the aggregate.

Projects \$35,000 to Less than \$150,000

The City may advertise for bids or follow the small works roster procedures set forth in RCW 39.04.155 by inviting telephonic, written or electronic quotations from all appropriate contractors on the Small Works Roster. In the alternative, the City may invite telephonic, written or electronic quotations from at least five (5) contractors who are on the appropriate Small Works Roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among

~~the contractors on the appropriate roster. Equitably distribute means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.~~

~~Projects \$150,000 to \$300,000~~

~~The City may advertise for bids or follow the small works roster procedures set forth in RCW 39.04.155 by inviting telephonic, written or electronic quotations from all appropriate contractors on the Small Works Roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the City chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster, the City shall notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by: 1) publishing notice in a legal newspaper in general circulation in the area where the work is to be done; 2) mailing a notice to these contractors; or 3) sending a notice to these contractors by facsimile or other electronic means.~~

~~Projects Over \$300,000~~

~~Formal, competitive sealed bids are required pursuant to RCW 35.22.620.~~

~~C. Competitive Bidding Exceptions~~~~Competitive bidding requirements may be waived as authorized in RCW 39.04.280 for:~~

- ~~(a) Purchases that are clearly and legitimately limited to a single source of supply;~~
- ~~(b) Purchases involving special facilities or market conditions;~~
- ~~(c) Purchases in the event of an emergency (see below);~~
- ~~(d) Purchases of insurance or bonds; and~~
- ~~(e) Public works in the event of an emergency~~

~~In non-emergency situations, written documentation demonstrating the appropriateness of the competitive bidding exception purchase shall be submitted to the Finance Department in advance of the purchase. The Finance Director or the City Manager, (and the City Attorney, when needed) will determine whether a vendor or procurement can be defined as a sole source.~~

~~In emergency situations, the contract and the basis for the exception from competitive procurement shall be recorded and open to public inspection immediately after the award of the contract in accordance with RCW 39.04.280.~~

~~D. Emergency Contracts~~

~~If an emergency exists, as declared by the City Manager, or other person or persons designated by the City Council to act in the event of an emergency may:~~

- ~~(a) waive competitive bidding requirements;~~
- ~~(b) award all necessary contracts on behalf of the City to address the emergency situation.~~

~~If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made and entered into the public record for public inspection with the contract no later than two weeks following the award of the contract. The City Council shall approve such contracts within 30 days of the declaration of the emergency.~~

- ~~(c) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.~~
- ~~(d) Before awarding a contract, verification must be provided that the contractor meets the responsibility criteria of RCW 39.04.350 attached.~~

~~E. Small Works Roster~~

~~The City of Kenmore or another city, through an interlocal agreement, shall maintain the Small Works Roster. The City's small works roster is the eCityGov roster as of November 30, 2007 accessed through the Shared Procurement Portal.~~

~~V. ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING SERVICES, & LAND SURVEYING~~

~~A. Approval Authority~~

Amount <u>Dollar Limits</u>	Approval Authority <u>Authority</u>	Process
Up to \$210,000	Department Director or Designee <u>Project/Program Manager</u>	Negotiated Contract from A&E List
\$2Up to \$50,000 less than \$10,000	City Engineer/Department Director/Designee	Negotiated Contract from A&E List
\$10,000 less than \$50,000 <u>Up to \$150,000 or as approved by City Council</u>	City Manager/Designee	Negotiated Contract from A&E List
\$50,000 or more <u>Exceeding budget authority or exceeding original contract amount including contingency</u>	City Council	Request for Qualifications Negotiated Contract

~~*The contract approval requests are required to include contingency amounts.~~

V. FEDERAL PROCUREMENT STANDARDS/GUIDELINES

A. Purpose

To establish and maintain internal controls that provide assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Integrated Framework Principles.

B. Internal Controls

The City will maintain effective internal control over the Federal award, which will provide reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award:

1. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
2. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

C. Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

D. Advance Payments and Reimbursements

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

1. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
2. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

E. Allowable Costs

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

1. Be necessary and reasonable for the performance of the Federal award;
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
3. Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City;
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;

5. Be determined in accordance with generally accepted accounting principles (GAAP);
6. Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period; and
7. Be adequately documented.

Procurement

B. Process

~~RCW 39.80 requires the City to utilize a Request for Qualification (RFQ) selection process for architectural and engineering (A&E) services and to negotiate a contract with the most highly qualified firm. Notification to consultants may be done through either an annual advertisement or a project specific advertisement.~~

Negotiated Contracts Less Than \$50,000

~~The City uses the A&E roster maintained by eCityGov, who will conduct the required annual advertisement inviting firms to submit a statement of qualifications and performance data. The City may also create a list advertised in accordance with RCW~~

- F. 39.80. If there are no consultants on the roster or the City's lists, then the City will prepare a Request For Qualifications advertisement for the specific project

When procuring property and services under a Federal award, the City will follow either 2 Code of Federal Regulations (CFR) §200.318 General procurement standards through §200.326 Contract provisions or City purchasing procedures, whichever is more restrictive. The following table outlines procurement requirements when using Federal funds.

4.

~~Negotiated Contracts~~ **for \$50,000 or more**

~~The initiating department shall prepare a Request for Qualifications (RFQ) and publish it in the City's official newspaper, in advance of the department's requirements for professional services. An RFQ may also be used if there are no firms on the roster with sufficient and specialized experience. The RFQ and its publication are intended to reach those potentially interested consultants that can provide the services required within the established time frame. The city will strive to obtain at least three statements of qualifications for any project.~~

VI. OTHER PROFESSIONAL AND SERVICE CONTRACTS

A. Approval Authority

Amount Procurement	Approval Authority Goods	Services	Process
Up to \$2,000 <u>Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to</u>	Department Director <u>\$3,000 or less</u>	Purchase Order/Contract Roster <u>\$3,000 or less</u>	
	<u>Must use more restrictive \$3,000 federal threshold</u>	<u>Must use more restrictive \$3,000 federal threshold</u>	

<u>\$2,000 less than \$15,000 Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable</u>	<u>Department Director \$3,000 - \$40,000 (Single trade)</u> <u>\$3,000 - \$65,000 (Multi trade)</u> <u>\$3,000 - \$50,000 (Non-Public works projects)</u>	<u>Purchase Order/Contract Roster \$3,000 - \$40,000 (Single trade)</u> <u>\$3,000 - \$65,000 (Multi trade)</u> <u>\$3,000 - \$50,000 (Non-Public works projects)</u>
	<u>Must use more restrictive: City threshold or \$150,000</u>	<u>Must use more restrictive: City threshold or \$150,000 Federal threshold</u>
<u>\$15,000 less than \$50,000 Sealed Bids / Competitive Bids (Formal)</u>	<u>City Manager \$40,000 or more (Single trade)</u> <u>\$65,000 or more (Multi trade)</u> <u>\$50,000 or more (Non- Public works projects)</u> <u>Must use more restrictive: City threshold or</u>	<u>Request for Proposal or Negotiated Contract from Roster \$40,000 or more (Single trade)</u> <u>\$65,000 or more (Multi trade)</u> <u>\$50,000 or more (Non- Public works projects)</u> <u>Must use more restrictive: City threshold or \$150,000 Federal threshold</u>
<u>Over \$50,000 Competitive proposals</u>	<u>City Council</u>	<u>Request Used when conditions are not appropriate for Proposal-Negotiated-the use of sealed bids.</u> <u>• Must publicize in City's official publication(s) a request for proposals soliciting from an adequate number of qualified sources</u> <u>• Maintain written method for conducting technical evaluations</u>
<u>Non-competitive proposals</u>	<u>Appropriate only when:</u> <u>• Available only from a single source; or</u> <u>• Public emergency; and</u> <u>• Expressly authorized by awarding or pass-through agency in response to written request from the City ; or</u> <u>• After soliciting a number of sources, competition is deemed inadequate.</u>	

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts and sub-grants of amounts in excess of \$150,000 require that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
3. The City will monitor procurements to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.
4. The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.

G. Single Audit Act

The City, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501, as well as all applicable Federal and State statutes and regulations.

H. Closure

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

I. Code of Conduct for use of Federal Funds

1. Purpose – The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.
2. Application - This Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.
3. Requirements - No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
 - a. The City employee, elected official, or agent; or
 - b. Any member of their immediate family; or
 - c. Their partner; or
 - d. An organization which employs, or is about to employ any of the above.

4. No Solicitations/Gratuities - The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.
5. Remedies - To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

VI. CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES

A. Approval Authority

<u>Amount</u>	<u>Approval Authority</u>	<u>Process</u>
<u>Less than \$2,000</u>	<u>City Engineer/Department Director or Designee</u>	<u>Negotiated Contract from A&E List</u>
<u>Less than \$10,000</u>	<u>City Engineer/Department Director</u>	<u>Negotiated Contract from A&E List</u>
<u>\$50,000 or less</u>	<u>City Manager/Designee</u>	<u>Negotiated Contract from A&E List</u>
<u>More than \$50,000</u>	<u>City Council</u>	<u>Request for Qualifications Negotiated Contract</u>

B. Process

1. Chapter 39.80 RCW requires the City to utilize a Request for Qualification (RFQ) selection process for A&E Professional Services and to negotiate a contract with the most highly qualified firm. The City must announce its need for such Services by publishing an announcement on each occasion when such Services are required, or announcing generally to the public its projected requirements for any category or type of such Services.

Negotiated Contracts

B. Process**2. Contracts for other (non A&E) professional services \$50,000 or less**

For A&E Professional Services estimated to cost \$50,000 or less, the City Engineer, Department Director or designee, or the City Manager or designee may either use a shared public roster that is obtained through compliance with the general announcement provisions of RCW 39.80.030, or a City roster obtained through general announcement. If the City does not wish to use the firms on either roster, the City may prepare and publish a Request for Qualifications (RFQ) for the specific Services.

3. Negotiated Contracts for more than \$50,000

For A&E Professional Services estimated to cost more than \$50,000, the City Engineer, Department Director or designee, or the City Manager or designee shall prepare a Request for Qualifications (RFQ) and publish it in the City's official newspaper, in advance of the Department's requirements for such Services. This requirement shall apply whether the announcement is for category or type of Services, or for a specific need for Services. The City will strive to obtain at least three statements of qualifications for any contract.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for architectural or engineering services by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal purchasing agreements). The City Council is the authorizing body for all intergovernmental cooperative purchasing agreements, except the City Manager/Designee may authorize intergovernmental cooperative purchasing agreements within approval limits set by this policy.
2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. The agency contracting with the architectural or engineering firm must comply with requirements as outlined under Chapter 39.80 RCW.
4. The services to be provided for any agency utilizing an interlocal agreement must be related to, and within the general scope of, the services the architectural or engineering firm was selected to perform, and any agreement must be executed for a scope of work specifically detailed in the agreement.
5. The interlocal agreement must be entered into prior to commencement of the procurement of any such services.

VII. OTHER PROFESSIONAL AND SERVICE CONTRACTS**A. Approval Authority**

<u>Amount</u>	<u>Approval Authority</u>	<u>Process</u>
---------------	---------------------------	----------------

<u>Less than \$2,000</u>	<u>City Engineer/Department Director or Designee</u>	<u>Purchase Order/Contract Roster</u>
<u>Less than \$15,000</u>	<u>City Engineer/Department Director</u>	<u>Purchase Order/Contract Roster</u>
<u>\$50,000 or less</u>	<u>City Manager/Designee</u>	<u>Request for Proposal or Negotiated Contract from Roster</u>
<u>Over \$50,000</u>	<u>City Council</u>	<u>Request for Proposal Negotiated Contract</u>

B. Process

1. Contracts for non A&E Professional Services, such as specialized attorney services, computer programmers, actuarial consultants, planners, bond counsel, etc., ~~may~~shall be procured through a purchase order or negotiated contract with a firm or individual on ~~the ECityGov~~ shared public roster or by an advertised Request for Proposal (RFP). ~~All City contract templates should be used for all contracts must be reviewed, unless the services involved highly technical services, such as computer software application licensing and approved maintenance, in which case the form contract of the firm or company may be used, after review by the Department Director or designee, in consultation with the City Attorney.~~

2. Negotiated ~~Purchase Orders or Contracts Less Than of~~ \$50,000 or Less

~~The For non A&E Professional Services estimated to cost \$50,000 or less, the City Engineer, Department Director or designee, or City Manager or designee, may use the eCityGov roster to select firms or individuals. A from the shared public roster. The Department Director may issue a purchase order or contract for such Services; however, if the purchase order or contract is for over \$15,000, it must be approved by the City Manager.~~

3. Negotiated ~~Contracts for~~ Over \$50,000 or more

The initiating ~~department~~ Department or City Manager shall prepare a Request for Proposal (RFP) for contracts over \$50,000, and shall publish it in the City's ~~City's~~ official newspaper, in advance of the ~~department's~~ department's requirements for the services. ~~An A~~ A RFP may also be used if there are no firms on the shared public roster with sufficient and specialized experience. ~~The city~~ City will strive to obtain at least three proposals for any project services. A contract ~~of~~ in an amount over \$50,000 ~~or more~~ must be approved by the City Council.

~~yn.~~

VIII. CODE OF ETHICS

See

City of Kenmore Administrative Policy and Directives Directive 1. Code of Ethics ~~for additional discussion of the following areas:~~

CONFLICT OF INTEREST

~~No City employee shall engage in any act which is in conflict with or creates an appearance of conflict with, the performance of official duties. Any potential conflicts should be reported to the City Manager.~~

~~SOLICITATIONS OF DONATIONS~~

~~The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing relationship.~~

~~GIFTS AND GRATUITIES~~

~~No~~**and City employee of Kenmore Council Rules and Procedures Section 5 B shall**
~~solicit, accept or seek anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the City;~~**apply in all circumstances.**

~~VIII.~~ **IX. DEFINITIONS**

A&E Professional Services - Those ~~services~~ professional services rendered by any person, other than as an employee of the City, within the scope of the general definition of professional practice in Chapters 18.08, 18.43, or 18.96 RCW. These general definitions include, but are not limited to, the practice of architecture, engineering, landscape architecture, ~~or~~ and land surveying.

Best Practice Purchasing - Whenever formal written quotes/bids or telephone quotes are not required, competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and service.

Budget Authority - Person(s) authorized to spend funds up to amounts as budgeted on behalf of the ~~city~~ City.

Competitive Sealed Bid - Notice to bidders is advertised and sealed bids are required. Usually, the bid document is very detailed and specific.

Emergency ~~—A situation which results from—~~ Unforeseen circumstances beyond the occurrence or control of the City that either i) presents a disaster, such as, but not limited to, real, immediate threat to flood, hurricane, riot, power outage, disease, or a situation which may lead to the impairment of the health, safety, proper performance of essential functions; or ii) will likely result in material loss or welfare damage to property, bodily injury, or loss of the public life if immediate action is not immediately attended to.

Lowest Responsible Bidder ~~—Before award of a public works contract, a bidder must meet certain responsibility criteria. See taken (RCW 39.04.350 attached. 34.280(3)).~~

Procurement ~~—Procurement is the purchase of materials, supplies, or equipment. It also includes obtaining services supported by a contract.~~

Proposal ~~—The consultant's proposal describing key personnel, technical approach, experience and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.~~

Non A&E Professional Services ~~(other than A&E)~~ - An occupation wherein the labor and skill involved is predominantly mental or intellectual rather than physical or manual. Professions. Examples of occupations included in this category are: Accountants, artists, attorneys, bond brokers, computer programmers/consultants, insurance brokers, economists,

financial analysts, planners, real estate appraisers, and ~~codification of~~ codifiers of municipal ordinances.

Procurement – The purchase of materials, equipment, supplies, or services.

Proposal – A response of a consultant that describes key personnel, technical approaches, experience of the consultant, and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.

Public Works – ~~Means~~ RCW 39.04.010 defines “public work” as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. ~~All~~ The term “ordinary maintenance” is not defined by RCW 39.04.010, which is part of the “Public Works” Chapter of the RCW. Ordinary maintenance” is defined by WAC 296-127-010, which defines “public work” for purposes of Chapter 39.12 RCW, relating to prevailing wages on public works. Chapter 39.12 RCW provides insight into the definition of “public work” in RCW 39.04.010, because RCW 39.04.010 states that all public works, including maintenance when performed by contract, shall comply with ~~chapter 39.12 RCW Prevailing Wages on Public Works~~ Chapter 39.12 RCW. WAC 296-127-010(7)(a) defines “public work” as all work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the City. This regulation also states that a public work includes maintenance, except “ordinary maintenance.” This regulation defines “ordinary maintenance” as work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken, as well as work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Thus, all maintenance work performed by contract and all regularly schedule work that is required to maintain an asset but that is not performed pursuant to a contract is a “public work,” which must comply with these Purchasing Policies as they relate to public works.

Responsible Bidder - A bidder on a public works contract who meets the responsibility criteria of RCW 39.04.350 prior to award of a public works contract. See **RCW 39.04.350 attached**.

Request for Bid (RFB) - A process through which written or electronic bids are solicited from contractors on an ~~agency's~~ agency's small public works roster for public works contracts in which price is the primary basis for consideration and contract award.

Request for Proposal (RFP) - A solicitation sent to known vendors or consultants, usually prepared by a department head or designee, which indicates in a general manner the work or type of service which the city desires to contract. RFPs generally solicit qualifications, approach, price, and ideas from experienced and knowledgeable vendors and consultants.

Request for Qualifications (RFQ) - A method of soliciting competitive proposals that considers and evaluates companies based on a basis of demonstrated competency and qualification rather than price. This process is typically used for A&E services where price is not a consideration. An RFQ will generally result in a negotiated contract.

~~**Roster - Small Public Works** - A process through which there is competition for public works contracts following notification, normally through a request for bids (RFB), to some or all public works contractors who have requested placement on a roster kept by the local government agency for projects \$300,000 or less.~~

~~**ECityGov Shared Shared Public Roster** - A system of rosters established by the Municipal Research Services Center (MRSC) **Procurement Portal** - A system of rosters established by the **eCityGov Alliance** as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals. **Authorized through an interlocal agreement, this is the City of Kenmore's official Small Public Works and A&E Roster.**~~

Small Works Roster - A process for awarding contracts for public works estimated to cost \$300,000 or less, in lieu of competitive bidding, pursuant to RCW 39.04.155 (applied to the City through RCW 35A.40.210, 35.23.352 and 39.04.155). This process involves creation of small works rosters for specialties or categories of work, placement of responsible contractors on the roster list, issuance of invitations for quotes to contractors on the list, securing of quotes from contractors on the list to assure establishment of a competitive price is established, and award of contracts to the lowest Responsible Bidder.

Statement of Qualifications - A response to a Request for Qualifications (RFQ) wherein the prospective consultant provides information relating to the ~~proposer's~~ consultant's qualifications to perform the type(s) of work and services being sought, and may include brochures, resumes of key personnel, descriptions of work completed in other places, references, etc. Price may not be used as an evaluation criterion in requesting Statements of Qualifications in response to an RFQ for architectural, engineering, landscape architectural, and land surveying services.

~~**Telephone Quote** - Soliciting prices and other terms from vendors by phone wherein records of each contact are maintained.~~

~~**Written Quotation** - A written record of prices and other terms provided by prospective vendors in response to written solicitation sent to the prospective vendors by the City.~~

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 09-173**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KENMORE, WASHINGTON, ESTABLISHING A
CHANGE ORDER POLICY FOR CAPITAL
CONSTRUCTION PROJECTS.**

WHEREAS, RCW 35A.11.010 and RCW 35A.11.020 authorize the City Council to contract and purchase on behalf of the City; and

WHEREAS, during the construction of capital projects changes to the work or contract may be required because of unforeseen conditions, changed conditions, or insufficient detail in the plans and specifications; and

WHEREAS, a Goal of the City of Kenmore City Council is to "Continue to improve the effectiveness and efficiency of City service"; and

WHEREAS, the City Council approves the construction budget for each capital project; and

WHEREAS, timely approvals of changes to the work or contract are required to avoid significant construction delays and additional costs to construction projects; and

WHEREAS, in Resolution No. 01-047, as amended by Resolution No. 06-114, the City Council established the City's purchasing policies, including policies for public works projects;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

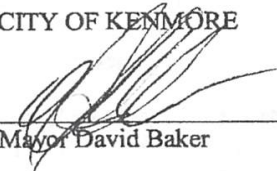
The City's Purchasing Parameters and Policies, attached as Exhibit A to Resolution No. 01-047, as amended by Resolution No. 06-114, are amended by the addition of a new paragraph to Section II .A, to read as follows:

The City Council authorizes the City Manager and the City Engineer to approve changes to work or contract for capital construction projects in the following amounts not to exceed in the aggregate the approved project budget.

City Manager:	\$50,000
City Engineer:	\$25,000

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 28th DAY OF SEPTEMBER 2009.

CITY OF KENMORE



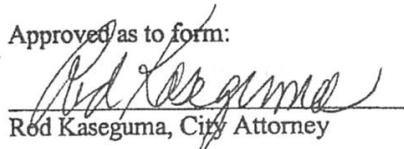
Mayor David Baker

ATTEST/AUTHENTICATED:



Lynn Batchelor, City Clerk

Approved/as to form:



Rod Kaseguma, City Attorney

CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 11-190

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON,
ADOPTING UPDATED PURCHASING AND CONTRACTING
POLICIES AND PROCEDURES; AND REPEALING RESOLUTION
NOS. 01-147 AND 06-114.**

WHEREAS, the City of Kenmore adopted purchasing and contracting policies by Resolution 01-147 to ensure efficient and cost-effective procurement of goods and services; and

WHEREAS, the City amended said policies by Resolution 06-114 to conform to an amendment to RCW 39.04.105; and

WHEREAS, the City has determined that it is necessary and appropriate to update the current purchasing and contracting policies; and

WHEREAS, the City desires to also amend the purchasing and contracting policies to conform to a 2009 legislative amendment to RCW 39.04.155 which increased the small public works limit from \$200,000 to \$300,000; and

WHEREAS, the City Council desires to repeal Resolution No. 01-147 and Resolution No. 06-114;

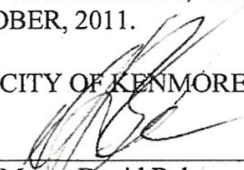
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
DOES RESOLVE AS FOLLOWS:

Section 1. Purchasing and Contracting Policies and Procedures. The City Council hereby adopts the City of Kenmore Purchasing and Contracting Policies and Procedures attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Repealer. Resolution Nos. 01-147 and 06-114 are hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF ON THE 24th DAY OF OCTOBER, 2011.

CITY OF KENMORE



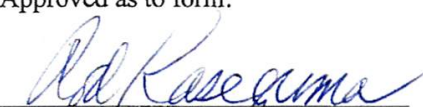
Mayor David Baker

ATTEST/AUTHENTICATED:



Lynn Suskin, City Clerk

Approved as to form:



Rod Kaseguma, City Attorney

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 15-255**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, AMENDING THE CITY'S PURCHASING
AND CONTRACTING POLICIES ADOPTED UNDER
RESOLUTION NO. 11-190 TO AUTHORIZE CHANGE ORDER
AMOUNTS FOR THE SR 522 WEST A PROJECT WITHIN
APPROVED BUDGET AND REPEALING RESOLUTION NO.
09-173.**

WHEREAS, RCW 35A.11.010 and RCW 35A.11.020 authorize the City Council to contract and purchase on behalf of the City; and

WHEREAS, in 2009 the City Council adopted Resolution No. 09-173, authorizing certain change order amounts for capital construction projects; and

WHEREAS, in 2011 the City Council adopted Resolution No. 11-190, which updated and adopted the City's purchasing and contracting policies, and which also authorized change order amounts for capital construction projects; and

WHEREAS, the City Council desires to repeal Resolution No. 09-173, as it has been updated and superseded by Resolution No. 11-190,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Amendment. That portion of Section IV.A. of Resolution No. 11-190, entitled "Change Orders," is amended to read as follows:

Change Orders:

A. Except as provided in Section B below, the City Council authorizes the City Manager and the City Engineer to approve changes to work or contract for capital construction projects in the following amounts not to exceed in the aggregate the approved project budget:

City Manager:	\$50,000
City Engineer/Public Works Director:	\$25,000

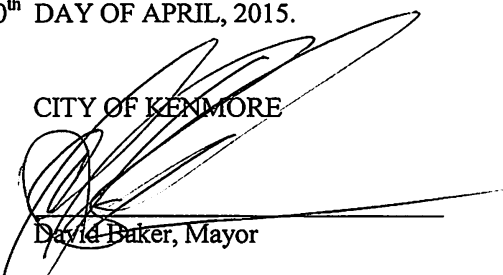
B. The City Council authorizes the City Manager, City Engineer/Public Works Director and Project Manager to approve changes to work or contract for the SR 522 West A project, in the following amounts not to exceed in the aggregate the approved project budget:

Project Manager:	\$10,000
City Engineer/Public Works Director:	\$50,000
City Manager or Designee:	\$150,000

Section 2. Repealed. Resolution No. 09-173 is hereby repealed

ADOPTED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 20th DAY OF APRIL, 2015.

CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Patty Saffin, City Clerk

FILED WITH THE CITY CLERK: April 14, 2015
PASSED BY THE CITY COUNCIL: April 20, 2015
RESOLUTION NO. 15-255

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 17-302**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ESTABLISHING A FEDERAL
PROCUREMENT POLICY FOR THE CITY OF KENMORE.**

WHEREAS, the City of Kenmore wishes to establish a Federal Procurement Policy in alignment with Uniform Guidance Procurement Standards covered by Code of Federal Regulations 2 (CFR) 200.317 through 200.326; and

WHEREAS, Kenmore City Council has previously approved Ethics and Conflicts of Interest Policies for Councilmembers and Employees required by 2 CFR 200.318; and

WHEREAS, the guiding principles for entering into contracts with or without the use of Federal Funds are to use responsible administrative practices and sound business judgment for the wise expenditure of public funds; and

WHEREAS, the City Manager and Finance Director provide oversight over procurement and contracting procedures of the City,

WHEREAS, City of Kenmore Purchasing Policies are intended to facilitate the most efficient and cost-effective manner of procurement in compliance with applicable laws and regulations, in accordance with best practices;

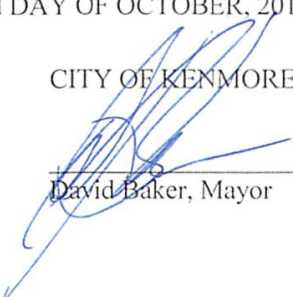
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Policy Adopted. The City of Kenmore Federal Procurement Policy/Guidelines, attached as Exhibit A and incorporated by this reference, is approved and adopted.

Section 2. Effective Date. This Federal Procurement Policy/Guidelines Resolution shall be added to the existing City of Kenmore Purchasing and Contracting Policy and shall take effect and be in force immediately.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF OCTOBER, 2017.

CITY OF KENMORE



David Baker, Mayor

ATTEST/AUTHENTICATED:



Kelly Chelin, City Clerk

APPROVED AS TO FORM:



Rod Kaseguma, City Attorney



City of
Kenmore

Purchasing and Contracting Policies and Procedures - Revisions

Janet Quinn, Management Analyst
Joanne Gregory, Finance & Administration Director
November 13, 2017



City of
Kenmore

Repealing Resolutions

Repeal:

Resolution No. 09-173 Establishing a Change Order Policy for Capital Construction Projects

Resolution No. 11-190 Adopting Updated Purchasing and Contracting Policies and Procedures

Resolution No. 15-255 Amending the City's Purchasing and Contracting Policies adopted under Resolution No. 11-190 to Authorize Change Order amounts for the SR 522 West A Project

Repeal and Incorporate:

Resolution No. 17-302 Establishing a Federal Procurement Policy



City of
Kenmore

Mission Statement

“To establish sound purchasing, procurement, and public works construction practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.”

Key phrases:

- Sound purchasing, procurement, and public works construction practices
- Flexibility allowed under the law
- Accountability to taxpayers



City of
Kenmore

Changes Highlighted

1. Mission and Goals added (self-explanatory)
2. Authority given to City Manager to make necessary changes for effectiveness and efficiency. Rather than coming to Council for every procedural change, this gives the City Manager authority to make changes that don't impact approval authority purchasing limits. All changes to be distributed to City Council and Department Directors and filed with the City Clerk.
3. Clarifies when Washington State sales tax needs to be factored into cost estimates:
 - Included for purchase of Supplies, Materials and Equipment NOT related to Public Works.
 - NOT included when estimating the cost of public works projects (RCW requires inclusion of the costs of materials, equipment, supplies and labor).
4. Purchases of Supplies, Materials and Equipment not related to Public Works
 - Dollar Limits remain the same; allows Department Directors and City Manager to designate authority.
 - Allows a direct purchase option up to \$10,000.



City of
Kenmore

Public Works

Current

Amount	Approval Authority	Process
0 - \$2,000	Department Director or Designee	Quotes from SWR Purchase Order or Contract
\$2,000 -less than \$25,000	Department Director	Quotes from SWR Purchase Order or Contract
\$25,000 -less than \$50,000	City Manager	Quotes from SWR Contract
\$50,000 - \$300,000	City Council	Small Works Roster Bids or Advertisement for Bids Contract
More than \$300,000	City Council	Advertised Competitive Bid Contract

Dollar Amount	Approval Required
Up to \$25,000	Department Director/Designee
\$50,000 and under*	City Manager/Designee
Over \$50,000	City Council

Proposed New

Amount	Bid Process
0 to \$10,000	Direct Negotiation
\$10,000 to < \$40,000 (single craft)	3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)
\$10,000 to < \$65,000 (multi-craft)	3 verbal (documented) or written quotes (competitive bidding, small works roster process, and limited public works process not required and optional)
\$40,000 to < \$300,000 (single craft)	At least 5 competitive written quotes (competitive bidding or small works roster process required); contract
\$65,000 to < \$300,000 (multi-craft)	At least 5 competitive written quotes (competitive bidding or small works roster process required); contract
\$300,000 +	Formal competitive bidding: Advertising, sealed bids, public bid opening



City of
Kenmore

On Call and Ongoing Contracts

Amount	Process
Up to \$10,000	Direct Negotiation
\$10,000 to < \$40,000 (single craft)	2-3 verbal or written quotes* (competitive bidding, small works roster process, and limited public works process not required and optional)
\$10,000 to < \$65,000 (multi-craft)	2-3 verbal or written quotes* (competitive bidding, small works roster process, and limited public works process not required and optional)

*May further negotiate terms and scope with low bidder



City of
Kenmore

Change Orders

- All contracts over \$50,000 require Council approval
- Contracts include contingency amounts (usually 10%)
- This proposed change to policy provides authority to expend those contingency funds without coming back to Council for approval
 - Saves time
 - Will never exceed budget authority or contingency amounts already approved by Council

Dollar Limits	Approval Authority
Up to \$10,000	Project/Program Manager
Up to \$50,000	City Engineer/Department Director/Designee
Up to \$150,000 or as approved by City Council	City Manager/Designee
Exceeding budget authority or exceeding original contract amount including contingency	City Council

Contract approval requests are required to include contingency amounts.



City of
Kenmore

Federal Policy

Incorporates Federal Procurement Policy/Guidelines approved under Resolution 17-302 with minimal editing changes:

- Adds “and the Committee of Sponsoring Organizations of the Treadway Commission’s (COSO) Internal Control Integrated Framework Principles” to the end of “Purpose” paragraph one.
- Under paragraph V. F. Procurement. 2: changes “requires” to “require.”
- Under V. C. Certification: adds the actual certification clause language.
- Removes “of Kenmore” throughout, and simply refers to the City.



City of
Kenmore

A&E and Other Professional Services

- Adds Cooperative purchasing option to Architectural & Engineering Services.
- Adds /Designee (should be in all Approval Authority fields—add to “Less than \$10,000 category)



City of
Kenmore

Questions and Next Step

Presented for review and discussion tonight

On November 27, 2017 agenda for adoption

Questions?



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Walkways and Waterways Park Projects Update

Proposed Council Action/Motion:

No Action. This item is a status update on three Walkways and Waterways projects: Rhododendron Park, Log Boom Park and Squire's Landing Park.

For Council Meeting Agenda of: November 13, 2017

Department: Community Development

Prepared by: Maureen Colaizzi, Ann Stanton, Debbie Bent

Initial & Date

Approved by Department Head: DA 10/26/17

Approved by City Attorney:

Approved by Finance Director: One 10/26/17

Approved by City Manager: KJB

Exhibits/Attachments:

1. Concept plans for Rhododendron Park, Log Boom Park, and Squire's Landing Park
2. Photograph of walkway installation at Rhododendron Park

INFORMATION/BACKGROUND: Proposition 1 Walkways & Waterways bond measure was approved by voters November 2016. This report provides a status update on the three waterfront improvement projects included in the bond measure located at Rhododendron, Log Boom and Squire's Landing Parks.

The City has over seven miles of shoreline on Lake Washington and the Sammamish River but limited opportunities for public access. Kenmore residents' desire to connect to the waterfront has been strongly expressed over the years and was confirmed through the Imagine Kenmore community engagement process. The waterfront projects that were approved by the bond measure include:

1. **Rhododendron Park Waterfront and Natural Open Space Access**
The concept plan shows proposed waterfront improvements (see Attachment #1) which include improving public access to the Sammamish River by constructing a new trail and boardwalk (waterwalk) to connect the existing playfield through the natural open space to the riverfront and future dock (See Attachment #2). Other improvements include: providing parking along the access road from 68th Ave NE; removal of invasive plants; additional native species planting; and connecting the pathway from 68th Ave NE to the boardwalk. Council authorized award of a construction contract to Ohno Construction in July of this year and construction is almost complete. Installation of a new dock at Rhododendron Park and a replacement dock at Squires Landing are separately funded (i.e. not funded with bond funds) but included with the Ohno Construction contract. Installation of the docks will begin in November during the approved fish windows.
2. **Log Boom Park Waterfront Access and Viewing**
The concept plan shows proposed improved waterfront access to Lake Washington (see Attachment #1) including: beach expansion; new trails and viewpoints; picnic areas; waterfront pavilion; environmental enhancements; and access for hand-powered watercraft including a structure for storing and renting watercraft. The feasibility of including a log boom and converting the seasonal float off the pier to a permanent facility are also being explored. Staff and the City's consultant team (Mott MacDonald) have met with agencies including the Army Corps, WDFW, Ecology, the Muckleshoot Tribe and King County to hear preliminary feedback on the concepts with respect to their areas of regulatory control.

Based on this feedback, the consultant team is conducting additional environmental and design analysis to refine the concept plan and answer questions from regulators. A follow-up meeting with regulators is anticipated late November/early December. The refined 30% project level design drawings and updated cost estimates are anticipated to be presented to Council in the first quarter of 2018 prior to a public meeting. Land use permits

(including SEPA and Shoreline Permit) are estimated to be submitted spring/summer 2018. Staff is also exploring potential grant opportunities including Recreation and Conservation Office (RCO) grant submittal in 2018. As stated during the Walkways & Waterways bond measure, construction is anticipated in 2023.

3. Squire's Landing Park Waterfront and Natural Open Space Access

The concept plan shows proposed waterfront access improvements (see Attachment #1). Eleven acres of new park development enhance public access to the Sammamish River. Natural open space restoration, trails, boardwalks, and viewing points will connect the park to the river and adjacent Burke-Gilman Trail along NE 175th Street. The project will also add new docks, plaza, parking and a restroom. Staff and the City's consultant team (Mott MacDonald) have met with agencies including the Army Corps, WDFW, Ecology, the Muckleshoot Tribe and King County to hear preliminary feedback on the concepts and with respect to their areas of regulatory control.

Based on this feedback, the consultant team is conducting additional environmental and design analysis to refine the concept plan and answer questions from regulators. A follow-up meeting with regulators is anticipated late November/early December. The refined 30% project level design drawings and updated cost estimates are anticipated to be presented to Council in the first half of 2018 prior to a public meeting. Land use permits (including SEPA and Shoreline Permit) are estimated to be submitted mid to late 2018. Staff is also exploring potential grant opportunities including RCO grant submittal in 2018.

This project will also require land acquisition to release deed restrictions on three parcels bought by King County in 1990. These parcels were purchase with RCO's Urban Wildlife Habitat grant funding. This land conversion is necessary because the deed restricts the kinds of more intensive active recreation uses that this project poses. Staff will be seeking Conservation Futures Trust (CFT) grant funding for this land acquisition. Also, the City will need to mitigate for areas where the design improvements directly impact existing habitat restoration conducted by the Sno-King Watershed Council for an existing RCO Salmon Recovery Board grant conducted in 2015-16. Mitigation must be completed by the end of 2018 to meet the grant agreement requirements. As stated during the Walkways & Waterways bond measure, construction is anticipated in 2023.

FISCAL CONSIDERATION: The total budget is almost \$10 million for all three projects. The Rhododendron Boardwalk, Log Boom Park and Squire's Landing Park and Log Boom Park waterfront improvement projects are funded by bond funds from the 2017 Proposition 1 Walkways & Waterways bond measure.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: City Council Goal 2, Implement Economic Development Plan by advancing public's access to water, City Council Goal 5, Implement Parks Improvement plan. Implement Voter Approved Walkways and Waterways Projects.

Walkways and Waterways Park Projects Status Update
Attachment 1: Concept Plans

Rhododendron Park Waterfront and Natural Open Space Access Project Concept Plans



Walkways and Waterways Park Projects Status Update
Attachment 1: Concept Plans

Squire's Landing Park Waterfront and Natural Open Space Access



Walkways and Waterways Park Projects Status Update
Attachment 2: Photograph of walkway installation at Rhododendron Park

Rhododendron Park Waterfront and Natural Open Space Access Project



Waterwalk under construction in early October.



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Comprehensive Plan Amendments related to School Impact Fees. Proposed Council Action/Motion: Review Planning Commission's recommendations. Provide direction to staff on any changes needed before ordinance preparation.	For Council Meeting Agenda of: November 13, 2017 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>DS 10/30/17</u> Approved by City Attorney: Approved by Finance Director: <u>Chris 10/30/17</u> Approved by City Manager: <u>ROK 10-31-17</u> Exhibits/Attachments: 1. Letter from the Northshore School District 2. Recommended Comprehensive Plan amendments – Public Services Element 3. Other Comprehensive Plan sections addressing school impact fees, and recommended amendments 4. Questions for future Council consideration			
<table style="width: 100%; border: none;"> <tr> <td style="text-align: left; border: none;">Expenditure Required \$0</td> <td style="text-align: center; border: none;">Amount Budgeted: \$0</td> <td style="text-align: right; border: none;">Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted: \$0	Appropriation Required \$0
Expenditure Required \$0	Amount Budgeted: \$0	Appropriation Required \$0		
INFORMATION/BACKGROUND: In response to a January 2017 request for impact fees from the Northshore School District (see Attachment 1), the City Council assigned related Comprehensive Plan amendments to the Planning Commission as part of the 2017 docket. Current language in the Plan states that the District is not eligible to collect any impact fees for growth. Although the Council will address whether and how school impact fees are assessed, the Planning Commission's task has been to "set the table" to make the City Council's decision on school impact fees, whichever way it goes, consistent with the Comprehensive Plan. The Planning Commission's recommended amendments to the Public Services Element are found in Attachment 2. Attachment 3 includes other Comprehensive Plan sections that address schools and impact fees, along with recommended amendments highlighted in yellow. As the Comprehensive Plan can only be updated once per year, the school impact fee amendment recommendations made by the Planning Commission last March have been held until the Neighborhood Business Zone Comprehensive Plan amendments could be finalized. As requested by the Planning Commission, staff will review the recommended amendments at your November 13 meeting. If the Council is comfortable with the recommendations, they will be incorporated into the annual Comprehensive Plan amendment ordinance, scheduled to be before the Council on November 27. If the City Council approves these Comprehensive Plan changes, the school district hopes the City Council will adopt a school impact fee ordinance, establishing actual school impact fees, in 2018. As part of their review, the Planning Commission also developed some questions for Council to consider during 2018 deliberations on school impact fees (see Attachment 4).				
FISCAL CONSIDERATION: None at this time.				
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: • Comprehensive Plan Policy PS-4.1.2: "Coordinate and communicate with the appropriate school districts on issues of mutual interest including school facility location/expansion, impacts of new development, impacts of school facilities and activities on the community, parks and recreation programs, population and growth projections, and school involvement in the community."				

I:/City Clerk/Agenda Items/Templates

Attachment 1

Capital Projects



22105 23rd Drive SE
Bothell, WA 98021
(425)408-7850

January 5, 2017

Deborah Bent, AICP
Community Development Director
18120 68th Ave NE
P.O. Box 82607
Kenmore, WA 98028

RE: Comprehensive Plan Docket Request – Adoption of the Northshore School District's Capital Facilities Plan and school impact fees

Dear Ms. Bent:

The Northshore School District (the "District") requests that the City of Kenmore (the "City") adopt the District's Capital Facilities Plan (the "CFP") by reference in the Capital Facilities element of the City's Comprehensive Plan and re-implement the collection of school impacts at the rates set forth in the District's CFP. The GMA identifies schools as within the public facilities necessary to support development. RCW 36.70A.020(12) and RCW 36.70A.030(12) and (13). New development benefits from the provision of adequate school capacity and should pay a share of the growth-related costs. School impact fees, while just one component of the capacity funding need, represent a vital component of the funding that the existing community expects will be fairly distributed to new growth.

As you know, the City previously collected school impact fees on behalf of the District. The District has not requested school impact fee collection since 2002, however, due to declining/stable enrollment and available capacity. The District has continued to update the CFP each year to monitor growth and capacity needs. In the last several years, the District has experienced continuing growth in student population and identified related school capacity needs in the 2016 CFP. The District's K-12 student population grew by approximately 8.4% between the years 2010 and 2015. The District projects continued growth of over 2,200 students over the six year planning period. Elementary enrollment (K-5) is predicted to grow from 9,265 FTE in October 2015 to 10,292 FTE by October 2021. While a portion of this growth reflects the implementation of full-day kindergarten, the District also projects enrollment growth from new development at this grade level. The 2016 CFP includes planned capacity at the elementary level to serve new growth and is the basis for the District's recommended school impact fees.

The school impact fee formula, by law, determines a per residential dwelling unit impact cost of building new capacity needed to serve new growth. The formula used to calculate the school impact fee is consistent with the requirements of Chapter 82.02 RCW and adopted as a part of the municipal codes of King County and Snohomish County (jurisdictions collecting impact fees currently on behalf of the District). The formula uses a student generation rate, derived from actual student enrollment data, to determine the per dwelling unit cost of the new capacity. The District applies the student generation rate to an architect's construction cost estimate of the identified growth-related capacity project to determine an initial cost per dwelling unit. The formula calculates a credit for state funding assistance that the District expects to receive toward the capacity project and the estimated tax dollars that a new homeowner will pay toward a school bond to fund the project. These credits are then deducted from the calculated cost per dwelling unit to identify the "unfunded need." The District, pursuant to the terms of the adopted ordinances, applies a fifty

percent reduction to the unfunded need only after these credits are applied. The resulting discounted fee is the amount requested of each jurisdiction.

Different fees are calculated for single family residential units and multi-family residential units to reflect the differences in impacts between the two unit types. A separate student generation rate for each unit type is calculated based upon the actual number of students enrolled in new homes built in the school district in the preceding five year period. The student generation rate, by ordinance, looks separately at single family dwelling units and multi-family dwelling units to determine, on average, the number of students that each type of dwelling units generates to the school system. In the Northshore School District, the 2016 student generation rate study shows the following:

	Single Family Dwelling Units	Multi-Family Dwelling Units
Number of New Units (Five Year Period)	2,933	1,477
Number of Students from Those Units Enrolled in NSD Schools	1,571	62

See *Northshore School District Capital Facilities Plan, Appendix B*. This chart demonstrates that multi-family units in the Northshore School District produce very few students. When the resulting student generation rate for multi-family units is used in the school impact fee formula, the resulting impact fee is \$0. The District updates its CFP (including the student generation rate study) annually and will make adjustments in the future to reflect updated information.

The District appreciates the City's consideration of this request. We are happy to provide additional information as necessary.

Sincerely,

Karen W. Mooseker

Karen Mooseker
Director, Capital Projects

Cc Laurie Anderson, City of Kenmore
Denise Stiffarm, Pacifica Law Group

PUBLIC SERVICES ELEMENT

INTRODUCTION

The Public Services Element focuses upon citizen participation and communication, efficient municipal services, emergency services, education, and human services. Public services and facilities are a key determinant in the community's quality of life and the capacity of the City to address future development.

Growth Management Act Requirements

A goal of the Growth Management Act (GMA) is to ensure that those public facilities and services necessary to support development are adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Countywide Planning Policies

The King County Countywide Planning Policies overarching goal for public services is that residents have access to the services needed in order to advance public health and safety, protect the environment, and carry out the Regional Growth Strategy. Coordination between jurisdictions and service providers should result in providing residents with a full range of services.

EXISTING CONDITIONS/FORECAST OF FUTURE NEEDS

Overview

Multiple agencies and districts provide services in the Kenmore City limits, including a fire district and two school districts. Several governmental buildings that house special district and City functions are located in the City. Governmental facilities are located on **Figure PS-1**. This Element focuses on City services, human services, emergency services, and education. Parks and recreation are more fully addressed in the **Parks, Recreation and Open Space Element**, and water and sewer services are addressed in the **Utilities Element**.

...

Schools

The Northshore School District primarily serves ~~six~~seven jurisdictions: King County, Snohomish County, the City of Bothell, the City of Brier, the City of Kenmore, the City of Kirkland, and the City of Woodinville. The District boundaries are shown in **Figure PS-3**.

Lake Washington School District serves King County and the Cities of Kirkland and Redmond. The northern boundary of this District bisects St. Edward State Park in Kenmore. Refer to **Figure PS-4**. As there is no residential population living with school-age children in this area, no additional information on the Lake Washington School District is included in the Element. The Northshore School District is addressed below.

Northshore School District

Five schools are located within Kenmore City limits, including three elementary schools, one junior high school and one high school:

- Arrowhead Elementary
- Kenmore Elementary
- Moorlands Elementary
- Kenmore Junior High School
- Inglemoor High School

Schools in the immediate vicinity of the City include Sorenson Early Childhood Center, Westhill, Lockwood, and Shelton View Elementaries; Canyon Park and Northshore Junior Highs; and Bothell High School. These nearby schools serve a portion of Kenmore residents.

Attendance boundaries for the high schools show that the greater part of Kenmore is within the Inglemoor High School attendance boundaries. Students on the northeast side of Kenmore, east of 80th Avenue NE, are within the Bothell High School attendance boundaries.

The Northshore School District will open a new high school, North Creek, in north Bothell off 35th Avenue between 188th and 192nd streets in Snohomish County and implement grade reconfiguration (move to K-5 elementary, 6-8 middle and 9-12 high schools) in the fall of 2017 to provide greater academic and other opportunities for students. Boundary adjustments will also be made in fall 2017 to create a service area and feeder pattern for North Creek High School and to help balance districtwide enrollment.

School Classroom Size, Capacities, and Deficiencies

The Northshore School District establishes its level of service by defining class size goals. Refer to **Table PS-C**. The student capacity of a school is determined by the classroom size goal as well as the building area.

**TABLE PS-C
NORTHSHORE SCHOOL DISTRICT
STANDARD OF SERVICE**

CLASSROOM TYPE	AVERAGE STUDENTS PER CLASSROOM
ELEMENTARY (K-6)	
Kindergarten	2322
Regular, alternative, gifted EAP	24
Special education, mid-level	12
Special education, functional skills & academics	8
Integrated regular & special education	21
JUNIOR HIGH (7-9)	
Regular, alternative, gifted	27
Special education, mid-level	12
Special education, functional skills & academics	8
SENIOR HIGH (10-12)	
Regular, alternative, gifted	27
Special education, mid-level	12
Special education, functional skills & academics	8
Vocational education	27

Source: 20142016 Capital Facilities Plan, Northshore School District 417

The design capacity and scheduled capacity of the schools within Kenmore and outside of Kenmore, which serve Kenmore residents, are shown in **Table PS-D**. To provide planning time and space for teacher preparation, and meet required instructional needs, some facilities will only support a design capacity utilization of 85%. Scheduled capacity reflects the specific programs that take place in each room.

Capacity information includes portables at the school. To optimize instructional program flexibility and maximum service levels in the most cost-effective way possible, the District maintains 10-15% of its total design capacity in portables.

**TABLE PS-D
NORTHSHORE – SCHOOL STUDENT CAPACITIES AND ENROLLMENT**

SCHOOL	DESIGN CAPACITY	2016 SCHEDULED CAPACITY ¹	OCTOBER 2013 2016 ENROLLMENT (FTEs)	% UTILIZED SCHEDULED CAPACITY ¹
ELEMENTARY				
Arrowhead	597	454453	367423	7693%
Kenmore	646	526571	475561	8198%
Lockwood	669	609561	484612	94110%
Moorlands	765	693704	592787	91112%
Shelton View	574	550503	468527	96105%
Westhill	598	526527	472493	8894%
JUNIOR HIGH				
Canyon Park	1,258	1,0931,063	799809	8776%
Kenmore	1,054	928940	682623	8866%
Northshore	1,195	9701,066	675737	8169%
SENIOR HIGH				
Inglemoor	2,125	1,8071,873	1,5461,350	8572%
Bothell	2,251	1,9181,960	1,4931,638	8584%

¹Source: 2014-2016 Capital Facilities Plan, Northshore School District 417. Reflects¹Percentage reflects design, scheduled and utilized capacities, reflecting the different types of school spaces (classrooms, gym, music room, etc.) and programmatic requirements that may limit number of students per class.

Figure PS-3
Northshore School District

(Existing map to be inserted)

Figure PS-4
Lake Washington School District

(Existing map to be inserted)

Future Growth

To determine planned improvements, the District projects student enrollment at the elementary, junior and senior high levels. Increases in enrollment at the elementary level continue to drive capacity challenges, particularly in the north half of the district (Northshore School District 417, 2014 Capital Facilities Plan). Projected enrollment in 2025 is 21,57922,798 FTE, compared with a projected enrollment of 19,753 FTE in 2015.

Improvements planned for schools in the District that may impact Kenmore include:

- Construction of the new North Creek comprehensive high school;
- Construction of a new elementary school in the north end of the district;
- Improvements to existing District facilities including but not limited to mechanical systems, flooring, building controls, roofing, boilers, circulation, security, casework and seismic upgrades;
- Improvements to District facilities to meet current ADA requirements;
- Energy efficiency improvements; and
- Upgrades to playfields and gymnasiums, including tracks, tennis courts, athletic fields, and artificial turf.

Impact Fees

Impact fees are calculated based upon the District's cost per dwelling unit and can be used to purchase land for school sites, make site improvements, construct schools and purchase/install temporary facilities (portables).

Currently, the District is not eligible to collect any impact fees for growth. Along with the opening of North Creek High School and grade reconfiguration, The District is making several boundary line adjustments in 2017 to increase District-wide facility utilization and accommodate planned growth. They also have identified the need for a new elementary school in the northern part of the District. After future evaluations of these changes, the District may request impact fees if enrollment increases resulting from new development affect eligibility and require new facility construction.

...

GOALS, OBJECTIVES, AND POLICIES

Following are the public services goals, objectives and policies.

GOAL PS-1. ENSURE THAT CITY GOVERNMENT REMAINS OPEN AND RESPONSIVE TO ITS INFORMED CITIZENRY.

OBJECTIVE PS-1.1 Strengthen communication between government and the people.

- | | |
|-----------------|---|
| Policy PS-1.1.1 | <p>Strive for communication with citizens, business owners, property owners, and others by:</p> <ul style="list-style-type: none"> • Providing a newsletter to the general public and working with local newspapers to provide information about the City, public meetings, plans, programs, policies, and regulations. • Using signage, as appropriate, to alert citizens to City meetings and events. |
|-----------------|---|

- Using the City web site and social media to provide information about the City, its elected officials, public meetings, plans, programs, policies and regulations.
- Using other methods of communication, such as focus groups, advisory committees, and consultations to inform the community, business, and development community about City plans, programs, policies, and regulations.
- Coordinating with public and private schools to involve youth in the City's plans and programs, such as park and recreation plans, volunteer programs, and other aspects of City plans and programs that would benefit from youth involvement.

Policy PS-1.1.2 Prior to action on City plans and regulations, seek and integrate public input through public workshops, meetings, and hearings.

Policy PS-1.1.3 Support community engagement techniques that will encourage a diversity of voices.

OBJECTIVE PS-1.2 Actively seek public involvement.

Policy PS-1.2.1 Encourage City staff and elected officials to regularly attend civic and community organization meetings.

Policy PS-1.2.2 Seek broad representation on boards, commissions, and advisory groups.

Policy PS-1.2.3 Work with civic organizations to educate the general public on the responsibilities of government and their participation.

OBJECTIVE PS-1.3 Encourage and facilitate charitable giving, community service and volunteerism.

Policy PS-1.3.1 Provide for recruiting, training, organization, and recognition of volunteers within the community to address appropriate public needs.

GOAL PS-2. PROVIDE EFFICIENT MUNICIPAL SERVICES THAT MEET THE NEEDS OF THE COMMUNITY.

OBJECTIVE PS-2.1 When appropriate, contract with public agencies and private providers for the cost-efficient delivery of quality municipal services.

Policy PS-2.1.1 Establish clear level of service standards, and regularly evaluate alternatives for the cost-effective delivery of services.

Policy PS-2.1.2 On a regular basis, evaluate contracts for the delivery of service.

OBJECTIVE PS-2.2 Provide sufficient resources, staffing, and procedures to provide quality City-managed services to the community.

Policy PS-2.2.1 Prepare an annual report on the achievement of Comprehensive Plan goals, objectives and policies, as well as progress towards implementing functional and capital facility plans. Determine through the budget review process if resources and staffing are sufficient to meet desired outcomes.

OBJECTIVE PS-2.3 Develop and implement permit processes that are timely, predictable, and fair to all affected parties.

- Policy PS-2.3.1 Review development regulations to ensure they are necessary and directly relate to implementation of the Comprehensive Plan and other State and Federal mandates. Eliminate duplicative and unnecessary regulations.
- Policy PS-2.3.2 Provide procedures to process permits in a timely fashion.
- Policy PS-2.3.3 Implement uniform application, public notice, permit review, and appeal procedures.
- Policy PS-2.3.4 Strive to involve the public in the permit process such that their comments may be heard and considered:
 - a. Provide public notice of major development proposals;
 - b. Encourage, and facilitate where possible, early communication between developers and neighbors about the project and its impacts; and,
 - c. Educate the citizens about development rules and help them effectively participate in the development and land use regulation process. Reports and documents should be made available in advance and available on the City's website, at City Hall, the library, and other appropriate locations.

GOAL PS-3. SUPPORT AND PROVIDE A HIGH LEVEL OF POLICE PROTECTION, FIRE SUPPRESSION, AND EMERGENCY SERVICES.

OBJECTIVE PS-3.1 Provide and maintain a police system sufficient to meet the community's public safety needs.

- Policy PS-3.1.1 Provide community crime education programs. Provide or encourage those programs or activities that stimulate neighborhood cohesiveness such as Neighborhood Watch programs, community clubs, and others.
- Policy PS-3.1.2 Include "Crime Prevention through Environmental Design" components in site design guidelines for new development as discussed in the Land Use Element.

OBJECTIVE PS-3.2 Support the fire service provider in its efforts to provide a Fire Prevention, Fire Suppression and Emergency Medical Services response system sufficient to meet the community's public safety needs.

- Policy PS-3.2.1 Continue to coordinate review of development plans with the Northshore Fire Department and the Northshore Utility District to ensure Uniform Fire Code and fire flow requirements are met.
- Policy PS-3.2.2 Continue to coordinate efforts to maintain an effective fire code inspection program with the Northshore Fire Department, to ensure that all commercial, multifamily, and public facilities developments provide safe environments for citizens to live, work and visit.

OBJECTIVE PS-3.3 Establish an emergency management office and system.

- Policy PS-3.3.1 Establish emergency management procedures for the City in consultation with the Northshore Utility District, the Northshore Fire Department, adjacent jurisdictions, King County, Snohomish County, and the State.
- Policy PS-3.3.2 Participate in regional emergency management programs.
- Policy PS-3.3.3 Work with the community to educate citizens about emergency preparedness and encourage citizens to be prepared for natural disasters.

GOAL PS-4. SUPPORT THE PROVISION OF QUALITY EDUCATIONAL OPPORTUNITIES TO THE KENMORE COMMUNITY.

OBJECTIVE PS-4.1 Support public and private education providers in providing the best education for members of the community.

- Policy PS-4.1.1 Inventory public and private education facilities.
- Policy PS-4.1.2 Coordinate and communicate with the appropriate school districts on issues of mutual interest including, school facility location/expansion, impacts of new development, impacts of school facilities and activities on the community, parks and recreation programs, population and growth projections, and school involvement in the community.

OBJECTIVE PS-4.2 Encourage diverse and continuing education opportunities.

- Policy PS-4.2.1 Inventory public and private education programs that serve Kenmore.
- Policy PS-4.2.2 Recognize Bastyr University as an important institution providing higher education in the region. Establish regular communication with the University regarding traffic and circulation, parks and recreation, and other areas of community concern.
- Policy PS-4.2.3 Support continuing education programs offered by the University of Washington – Bothell campus, Bastyr University, Shoreline and Cascadia College, the King County Library System, and other providers.

OBJECTIVE PS-4.3 Provide adequate library services in the community.

- Policy PS-4.3.1 In partnership with the King County Library System, encourage increased local library services to the Kenmore community.

GOAL PS-5. SUPPORT THE PROVISION OF EFFECTIVE AND ACCESSIBLE HUMAN SERVICES THAT ADDRESS COMMUNITY CONCERNS

OBJECTIVE PS-5.1 Coordinate with existing human service providers to make the most effective use of resources committed to human services including family, senior, youth, health, etc. in the Kenmore community.

- Policy PS-5.1.1 Increase coordination among providers of services with the aim of expanding services to Kenmore residents. Work with the talent base already available in the service provider community to develop comprehensive approaches to meet the needs of residents. Consider the following roles for active City involvement:

- a. Convene meeting(s) of providers serving Kenmore to develop plans for increased or more focused services in Kenmore.
- b. Improve community information on services available to Kenmore residents. City Hall should continue to be a central source for information on services available to Kenmore residents.

OBJECTIVE PS-5.2 Make health and human services more accessible to the Kenmore community.

Policy PS-5.2.1 Help make health and human services more accessible and less subject to the barriers of inadequate transportation and facilities space. Consider the following roles for active City participation:

- a. Facilitating improved transportation services for Kenmore residents. The City should meet with Metro transportation services and Sound Transit staff to develop increased transit service within Kenmore and routes between Kenmore and neighboring communities.
- b. Supporting partnerships between schools and local service agencies for space to operate youth programs and services at school sites.

Policy PS-5.2.2 Support the efforts of the Kenmore Senior Program, and the Northshore Senior Center, to provide a variety of recreational, social, educational, and wellness programs to the Kenmore Community.

Policy PS-5.2.3 Help prevent obesity through programs that make Kenmore a healthy place to live, learn and thrive.

OBJECTIVE PS-5.3 Recognize the City's limited resources by applying municipal funds to fill gaps in services or to leverage federal, state or regional funding received.

Policy PS-5.3.1 Encourage agencies and human services providers to update information on community needs and available services, with recommendations on how providers might reduce or eliminate gaps in service for Kenmore residents.

Policy PS-5.3.2 Utilize Federal and State funding, or other grant funding, to help expand programs to fill gaps in services.

IMPLEMENTATION STRATEGIES

These Public Services policies would require new or increased commitments of City resources to prepare new regulations, review/amend existing regulations, create educational or incentive programs, or coordinate with adjacent jurisdictions.

New programs, rules, or regulations would be needed to address:

- Preparation of an annual report on the status of Comprehensive Plan goals, objectives, and policies, and implementing plans
- Inventorying educational facilities and programs serving Kenmore.

- Encouraging agencies and human services providers to update information on community needs and available services, with recommendations on how providers might reduce or eliminate gaps in service for Kenmore residents.
- Development of a recreational guide to promote locations and opportunities for physical activity.

Additional or continuing efforts would need to be made to coordinate with adjacent jurisdictions or participate in regional programs, including:

- Coordinate with the Northshore Fire Department in their development review and inspection programs
- Participate in regional emergency management systems
- Coordinate with school districts and Bastyr University
- Coordinate with the Library District
- Facilitate meeting(s) with human service providers.

REFERENCES

Bastyr University website: <http://www.bastyr.edu/>.

City of Kenmore (2013). Annual Police Service Highlights and Data (2013), Kenmore, WA.

City of Kenmore website: <http://www.kenmorewa.gov/>.

King County Library System (February 2015). Personal communication from Karen Hardiman to Lauri Anderson, Senior Planner.

King County Library System website: <http://www.kcls.org/>.

King County Sheriff's Office (February 2015). Personal communication from Police Chief Cliff Sether to Lauri Anderson, Senior Planner.

Northshore Fire Department (February 2015). Personal communications from Fire Chief Jim Torpin to Lauri Anderson, Senior Planner.

Northshore Fire Department website: <http://www.northshorefire.com/>.

Northshore School District 417 (2013). 20142016 Capital Facilities Plan, Bothell, WA.

Northshore School District 417 (April 2015). Personal communications from Leanna Albrecht, Communications Director, to Lauri Anderson, Senior Planner.

Northshore School District website: <http://wwwnew.nsd.org/site/default.aspx?PageID=1>.

Attachment 3

Vision Statement

"In 2035, we see Kenmore as a fun, vibrant waterfront community that supports and encourages education and quality schools"

Land Use Element

Policy LU-2.7.2 "Prepare functional plans to identify City facility and service needs and define ways to fund these needs consistent with the land use plans and service and finance strategy. Independent special districts and other public agencies should also prepare functional plans which should be considered by Kenmore. The capital facility plans and capital improvement programs prepared by all other agencies which provide services to Kenmore should be consistent with the Kenmore Comprehensive Plan."

Downtown Sub-Element

Policy LU-4.4.4 "Encourage innovative, quality development and redevelopment through a variety of regulatory, incentive, and program strategies. Possible approaches include:...

- c. Impact mitigation fee structures that favor infill or redevelopment"

Economic Development Sub-Element

Policy LU-25.1.4 "Develop and maintain accurate and up-to-date capital facility plans for transportation, surface water, and parks."

Capital Facilities Element

Growth Management Act Requirements: "The Growth Management Act (GMA) establishes many of the requirements of the capital facilities element. It establishes an overall goal to "ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards." The GMA requires that the capital facilities element include an inventory of existing publicly owned capital facilities, a forecast of the future needs for new or expanded facilities, and a six-year plan to indicate from what sources the identified future facilities will be financed. The GMA defines public facilities to include roadways, street lighting, traffic signals, sidewalks, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools. Public services are defined to include fire protection, law enforcement, public health, education, recreation, environmental protection, and other government services. The Capital Facilities Element is intended to provide a general assessment of major public services which impact land use issues, rather than a detailed analysis of every service provided by government."

Concurrency, Level of Service and Impact Fees: "Concurrency refers to the timely provision of public facilities and services relative to the need for them, especially for transportation improvements. WAC 365-196-210 states, "Concurrency means that adequate public facilities are available when the impacts of development occur, or within a specified time thereafter." The City maintains a 6-year capital improvement program that identifies needed improvements and the funds to pay for them. Longer-term facilities plans are described in individual Comprehensive Plan elements and summarized in this element, along with estimates of future costs.

Level of service standards provide the baseline by which the impacts of new development are measured. WAC 365-196-210 states, "Level of service means an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need. Level of service standards are synonymous with locally established minimum standards." For transportation facilities, if growth will reduce the level of service below the City's adopted standards, development permits cannot be issued until facilities are provided. The Transportation Element discusses level of service standards for multimodal transportation facilities.

The City's impact fee requirements are in place to maintain desired levels of service by providing funding from new development for needed improvements. Impact fees are available as a funding mechanism for transportation facilities, parks, fire protection facilities, and schools. While the City requires impact fees for transportation facilities and parks, if the Northshore School District presently is not collecting, determines that impact fees for schools are needed, they may request that the City collect school impact fees on their behalf. The need for additional fire protection facilities was not identified in the Public Services Element."

Inventory/Forecast of Future Needs – General: "The inventory and forecast of needs required in the Capital Facility Element have been met in other Elements as follows:

- Existing and future needs for transportation facilities, Chapter 6, Transportation Element
- Domestic water systems, storm and sanitary sewer systems, Chapter 10, Utilities Element
- Parks and recreational facilities, Chapter 7, Parks, Recreation and Open Space Element
- Government services including City, fire, police, human, library, and school services, Chapter 9, Public Services Element

Levels of service analyses, where appropriate, also are discussed in these other Elements.

The focus of the Capital Facilities Element is to identify the capital facility costs and timeframes for at least 6 years to support the Comprehensive Plan."

Capital Facilities Planning: "This section addresses short and long-term improvement plans for City facilities including parks and recreation, surface water and transportation. Tables CF-A through CF-C are the Capital Facilities Plans through 2035 from the Parks, Recreation and Open Space Element, the Surface Water Element and the Transportation Element. Table CF-D is the City's current Capital Improvement Program, showing the 6-year plans for capital facilities with forecasts of expenditures and revenues. Cost estimates and revenue projections are most accurate for the current biennium and least accurate for the long-term assessments. Projects and schedules in the Capital Facilities Element of the Comprehensive Plan will be updated annually as part of the City's budget process.

The Element also incorporates by reference the 6-year capital facility plans for the special districts that provide water, wastewater services, fire protection and school services: the Northshore Utility District, the Northshore Fire Department and the Northshore School District. Agencies or special districts, in accordance with the provisions of the Growth Management Act, may need to update their Comprehensive Plans and/or 6-year capital improvement plans in order to be consistent with the City's Comprehensive Plan."

Policy CF-3.1.1 "Coordinate with non-City providers of public facilities about maintaining adopted levels of service standards, funding, and construction of capital improvements. Work in partnership with non-City public facility providers to prepare functional plans consistent with the City of Kenmore Comprehensive Plan as provided in Objective 2.7 and associated policies in the Land Use Element."

Policy CF-4.1.3 "Maintain the Capital Improvement Program as follows:

- a. Provide for annual review of the Capital Improvement Program contained in this Capital Facilities Element by the City Council and incorporate a citizen participation process.
- b. Ensure that the Capital Improvement Program:
 - Is consistent with the overall Comprehensive Plan
 - Defines the projects' need and links to levels of service and facility plans
 - Includes construction costs, timing, and funding sources, and considers operations and maintenance impacts where appropriate
 - Establishes priorities for capital project development
 - Adopts by reference annual updates of the Northshore School District Capital Facilities Plan, Lake Washington School District Capital Facilities Plan if appropriate, Northshore Utility District water and sewer plans, and Northshore Fire District 16 (Northshore Fire Department) facility plans if any.

Attachment 4

School impact fee issues for City Council consideration

1. Will there be an unintended consequence of encouraging multifamily development and discouraging new single-family development in the city with this strategy?
2. How will the eventual State school funding formula impact this proposal?



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Commercial Site Development (CSDP) and Transportation Mitigation Agreement (TMA) extension and funding agreement for the Lakepointe project. Move to: Authorize the City Manager to sign and execute an amendment to the CSDP and TMA extension and funding agreement No.16-C1627 for the Lakepointe Project, similar to and substantial to the form attached in Exhibit A	For City Council Meeting Agenda of: Nov. 13, 2017 Department: City Manager's Office Prepared by: Rob Karlinsey <table style="width: 100%;"> <thead> <tr> <th style="text-align: left; width: 80%;"></th> <th style="text-align: center; width: 20%;"><u>Initial & Date</u></th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;"><u>RRK</u> _____</td> </tr> </tbody> </table> Exhibits/Attachments: Exhibit A: Amendment to the Extension and Funding Agreement, similar to and substantial to the form attached hereto Exhibit B: Draft site concept as required in Section 3.c of the CSDP Extension Agreement Exhibit C: December 29, 2016 Agenda Bill and accompanying exhibits		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	<u>RRK</u> _____
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	<u>RRK</u> _____										
INFORMATION/BACKGROUND: At the December 29, 2016 meeting, the Kenmore City Council authorized the City Manager to sign and execute an Extension and Funding agreement pertaining to the Lakepointe site Commercial Site Development Permit (CSDP) and Transportation Mitigation Agreement (TMA). The agreement grants extensions to the CSDP under certain conditions and provides for the City to be reimbursed for certain predevelopment costs that the City may incur during extension periods. This agreement was signed and executed. The developer has made progress and completed all but item 3.d of the milestones for the first extension. We propose that the deadline for item 3.d, the general agreement requirement, be delayed until April 30, 2018 and modified as shown in the attached exhibit. Section 3.c of the CSDP Extension Agreement requires the developer to produce a site concept for Lakepointe. Weidner provided this concept to the City earlier this year. The City did not participate in producing the site concept, the City has not fully reviewed or provided comments on the site concept, nor has the public been given an opportunity to review and provide input on the developer's site plan concept. The developer's public participation plan will provide for public review and input. As the pro forma analysis is produced, as studies and further site investigation are completed, and as the City and the public provide input, the site concept will likely further evolve. Important to remember and consider is the project's potential impact on neighboring businesses and properties, including seaplane operations next door. We acknowledge that the State Environmental Policy Act will require the developer and the City to identify and analyze the environmental impacts of the Project, particularly on uses of nearby land and operation of nearby businesses, such as Kenmore Air Harbor, Inc. We also acknowledge that											

other laws and regulations may require Weidner and/or the City to identify and analyze similar or other impacts of the Project. Further studies, design, and analysis will be needed to identify and address impacts.

Additional Background Information:

The Lakepointe Commercial Site Development Permit (CSDP) was approved in 2001. Since then, the CSDP and accompanying Transportation Mitigation Agreement (TMA) have remained in place through extensions under of the authority of Kenmore Municipal Code 18.105.060(c). This section of the Code allows the City Manager to grant extensions to site plan expiration dates under certain conditions.

The Lakepointe CSDP and TMA are currently scheduled to expire on December 31, 2017. The City's prior extensions of the CSDP and TMA were granted to allow the City and Pioneer Towing Company (property owner) additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions. The latest executed extension through December of this year allowed the potential developer, Weidner Apartment Homes (Weidner) to conduct additional site investigation work and meet certain milestones as described in the CSDP Funding and Extension Agreement. With the exception of 3.d described above, Weidner has satisfactorily completed those milestones.

About three years ago, Weidner contracted with Pioneer Towing Company to purchase the Lakepointe property. Weidner is still conducting site feasibility and evaluating development options. As a result, Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes have requested additional extensions to the CSDP and TMA expirations. A path forward for these extensions, with accompanying milestones, is set forth in the CSDP Funding and Extension Agreement.

The Lakepointe team has continued to demonstrate a good-faith effort and project-level planning in moving the Lakepointe project forward. Weidner has assembled a team of architects, engineers, and other consultants who have been reviewing site and permit conditions and conducting planning, engineering, and other analysis to determine the best course for Lakepointe.

City staff have been actively engaged with the Lakepointe team, and the two teams have been meeting to discuss and address project opportunities and challenges. Given its size, location, and possibilities, Lakepointe is a critical component of Kenmore's image, downtown, and waterfront development and will play a significant role in Kenmore's upward transformation trajectory.

Potential future impacts of the Lakepointe project to neighboring properties and businesses must be carefully reviewed and addressed. While it is still early and no new SEPA process has yet begun, it is important for the City and the developer to communicate frequently with stakeholders, including Kenmore Air Harbor.

Exhibit A: Amendment to the Extension and Funding Agreement

**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

LAKEPOINTE, INC.

Rob Karlinsey, City Manager

Printed name: _____
Its: _____

Date: _____

PIONEER TOWING CO.

Printed Name: _____

Its: _____

Date: _____

Date: _____

WEIDNER APARTMENT HOMES

Printed Name: _____

Its: _____

Date: _____

Exhibit B: Draft Site Concept

DRAFT



ILLUSTRATIVE SITE PLAN

Masterplan Design Proposal
Weidner Apartment Homes | 08.31.2017

WEIDNER APARTMENT HOMES GGLO 01



**Exhibit C: December 29, 2016 Agenda Bill and
Accompanying Exhibits**



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Commercial Site Development (CSDP) and Transportation Mitigation Agreement (TMA) extension agreement for the Lakepointe project. Move to: Authorize the City Manager to sign and execute the CSDP and TMA extension agreement No.16-C1627 for the Lakepointe Project, substantial to the form attached in Exhibit A	For Council Special Meeting Agenda of: December 29, 2016 Department: City Manager's Office Prepared by: Rob Karlinsey Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RLK 12-29-16</u> Exhibits/Attachments: Exhibit A: Extension and Funding Agreement, substantial to the form attached hereto Exhibit B: December 12, 2016 Agenda Bill and accompanying exhibits
---	--

INFORMATION/BACKGROUND:

At the December 12, 2016 meeting, the Kenmore City Council authorized the City Manager to sign and execute an Extension and Funding agreement pertaining to the Lakepointe site Commercial Site Development Permit (CSDP) and Transportation Mitigation Agreement (TMA). The agreement grants extensions to the CSDP under certain conditions and provides for the City to be reimbursed for certain predevelopment costs that the City may incur during extension periods. This agreement has not yet been signed and executed.

Since December 12, the City Manager has been in discussions with Lakepointe representatives regarding potential future SR 520 bridge work on the Lakepointe site. As a result of these discussions, the following additional language is proposed to be added to Section 2 (or other relevant section) of the CSDP Extension and Funding Agreement:

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.

Additional Background Information:

The Lakepointe Commercial Site Development Permit (CSDP) was approved in 2001. Since then, the CSDP and accompanying Transportation Mitigation Agreement (TMA) have remained in place through extensions under of

I:/City Clerk/Agenda Items/Templates

the authority of Kenmore Municipal Code 18.105.060(c). This section of the Code allows the City Manager to grant extensions to site plan expiration dates under certain conditions.

The Lakepointe CSDP and TMA are currently scheduled to expire on December 31, 2016. The City's prior extensions of the CSDP and TMA were granted to allow the City and Pioneer Towing Company (property owner) additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions. The latest executed extension through December of this year allowed the potential developer, Weidner Apartment Homes (Weidner) to conduct site investigation work and meet certain milestones. Weidner has satisfactorily completed those milestones.

About two years ago, Weidner contracted with Pioneer Towing Company to purchase the Lakepointe property. Weidner is still conducting site feasibility and evaluating development options. As a result, Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes have requested additional extensions to the CSDP and TMA expirations.

The Lakepointe team has continued to demonstrate a good-faith effort and project-level planning in moving the Lakepointe project forward. Weidner has assembled a team of architects, engineers, and other consultants who have been reviewing site and permit conditions and conducting planning, engineering, and other analysis to determine the best course for Lakepointe. The City Manager concurs that the Lakepointe team needs additional time to conduct further planning, assess options, and arrive at a feasible project that can move forward and help achieve the City's downtown goals. In keeping with KMC Code 18.105.060(c), the attached agreement between the City and the "Parties" (Lakepointe, Inc., Pioneer Towing Co., and Weidner Apartment Homes), extends the CSDP and TMA expiration dates for several one-year periods up to December 31, 2020 with key required milestones each year included (see Exhibit A to this Agenda Bill). Also included in the agreement, Weidner agrees to reimburse the City for the City's consultant fees relating to the project, up to \$150,000 in 2017 and up to \$250,000 in each of 2018 and 2019. In return, Weidner would be paid back via reduced development fees and/or future city revenue resulting from the project and only if Weidner commences construction prior to December 31, 2020.

City staff have been actively engaged with the Lakepointe team, and the two teams have been meeting regularly to discuss and address project opportunities and challenges. Given its size, location, and possibilities, Lakepointe is a critical component of Kenmore's image, downtown, and waterfront development and will play a significant role in Kenmore's upward transformation trajectory.

Exhibit A:
Extension and Funding Agreement,
substantial to the form attached hereto

**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 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.

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 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.

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:

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:

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.

CITY OF KENMORE

Rob Karlinsey, City Manager

LAKEPOINTE, INC.

Printed name: _____
Its: _____

Date: _____

Date: _____

PIONEER TOWING CO.

WEIDNER APARTMENT HOMES

Printed Name: _____

Its: _____

Date: _____

Printed Name: _____

Its: _____

Date: _____

EXHIBIT A
ADDITIONAL CONDITIONS FOR EXTENSION OF CSDP AND TMA

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. A 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 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.

EXHIBIT B

SCOPE OF WORK--PROJECT MANAGER

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.

Exhibit B:
December 12, 2016 Agenda Bill
and accompanying exhibits



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Commercial Site Development (CSDP) and Transportation Mitigation Agreement (TMA) extension agreement for the Lakepointe project. Move to: Authorize the City Manager to sign and execute the CSDP and TMA extension agreement No.16-C1627 for the Lakepointe Project, substantial to the form attached in Exhibit A	For Council Meeting Agenda of: December 12, 2016 Department: City Manager's Office Prepared by: Rob Karlinsey <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RJK</u> Exhibits/Attachments: Exhibit A: Extension and Funding Agreement, substantial to the form attached hereto Exhibit B: CSDP and TMA Extension Letter
INFORMATION/BACKGROUND: The Lakepointe Commercial Site Development Permit (CSDP) was approved in 2001. Since then, the CSDP and accompanying Transportation Mitigation Agreement (TMA) have remained in place through extensions under of the authority of Kenmore Municipal Code 18.105.060(c). This section of the Code allows the City Manager to grant extensions to site plan expiration dates under certain conditions. The Lakepointe CSDP and TMA are currently scheduled to expire on December 31, 2016. The City's prior extensions of the CSDP and TMA were granted to allow the City and Pioneer Towing Company (property owner) additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions. The latest extension through December of this year allowed the potential developer, Weidner Apartment Homes (Weidner) to conduct site investigation work and meet certain milestones as shown in the CSDP/TMA extension letter dated December 15, 2015, as Exhibit B to this Agenda Bill. Weidner has satisfactorily completed the milestones described in the letter. About two years ago, Weidner contracted with Pioneer Towing Company to purchase the Lakepointe property. Weidner is still conducting site feasibility and evaluating development options. As a result, Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes have requested additional extensions to the CSDP and TMA expirations. The Lakepointe team has continued to demonstrate a good-faith effort and project-level planning in moving the Lakepointe project forward. Weidner has assembled a team of architects, engineers, and other consultants who have been reviewing site and permit conditions and conducting planning, engineering, and other analysis to determine the best course for Lakepointe. The City Manager concurs that the Lakepointe team needs additional time to conduct further planning, assess options, and arrive at a feasible project that can move forward and help achieve the City's downtown goals. In keeping with KMC Code 18.105.060(c), the attached agreement between the City and the "Parties" (Lakepointe, Inc., Pioneer Towing Co., and Weidner Apartment Homes), extends the CSDP and TMA expiration dates for several one-year periods up to December 31, 2020 with key required milestones each year included (see Exhibit A to this Agenda Bill). Also included in the agreement, Weidner	

I:/City Clerk/Agenda Items/Templates

agrees to reimburse the City for the City's consultant fees relating to the project, up to \$150,000 in 2017 and up to \$250,000 in each of 2018 and 2019. In return, Weidner would be paid back via reduced development fees and/or future city revenue resulting from the project and only if Weidner commences construction prior to December 31, 2020.

City staff have been actively engaged with the Lakepointe team, and the two teams have been meeting regularly to discuss and address project opportunities and challenges. Given its size, location, and possibilities, Lakepointe is a critical component of Kenmore's image, downtown, and waterfront development and will play a significant role in Kenmore's upward transformation trajectory.

I:/City Clerk/Agenda Items/Templates

Exhibit A
Extension and Funding Agreement

**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 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.

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.

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 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.

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:

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:

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.

CITY OF KENMORE

LAKEPOINTE, INC.

Rob Karlinsey, City Manager

Printed name: _____
Its: _____

Date: _____

Date: _____

PIONEER TOWING CO.

WEIDNER APARTMENT HOMES

Printed Name: _____
Its: _____

Printed Name: _____
Its: _____

Date: _____

Date: _____

EXHIBIT A
ADDITIONAL CONDITIONS FOR EXTENSION OF CSDP AND TMA

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. A 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 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.

EXHIBIT B
SCOPE OF WORK--PROJECT MANAGER

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.

Exhibit B
CSDP and TMA Extension Letter
Dated December 15, 2015



City Of Kenmore, Washington

COPY

December 15, 2015

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

Dear Jack,

Thank you for your letter dated September 29, 2015 requesting an extension of the Commercial Site Development Permit (CSDP) and Transportation Mitigation Agreement (TMA) for the Lakepointe project to July 31, 2017. You have made this request on behalf of Lakepointe, Inc., Pioneer Towing Company, and Weidner Apartment Homes (collectively referred to in this letter as Weidner). Both the CSDP and TMA are set to expire on December 31, 2015.

The City's prior extensions of the CSDP and TMA were granted to allow the City, Lakepointe, Inc., and Pioneer Towing Company additional time to develop a work program, schedule and process for modifying the Lakepointe project requirements and conditions. Your letter states that Weidner Apartment Homes has recently contracted to purchase the Lakepointe property and Weidner is conducting site feasibility and evaluating development options.

To allow Weidner to continue the feasibility assessment, the City will grant a six-month extension of the CSDP and TMA through June 30, 2016 upon satisfaction of the following condition:

1. On or before December 31, 2015, Phase I of a transportation access charrette must be held to conduct a multimodal infrastructure needs assessment. Weidner has contracted, with the City's concurrence, the Cedar River Group to act as facilitator for the charrette. Weidner must pay for the costs of Weidner's charrette consultants, the charrette facilitator, and up to \$10,000 of the City's charrette consultant costs that exceed \$20,000. The first \$20,000 of the City's charrette consultant costs will come from the \$10,000 contribution from Pioneer Towing Company, Inc. that was required under Section V.B.2 in the Pioneer Towing Site Restoration Shoreline Substantial Development Exemption, Grading Permit, and SEPA Determination dated December 19, 2011 (File# PRJ2011-095) as well as the City's match required in that same permit condition. The City's charrette consultant costs, for the purposes of this condition, are for both phases of the charrette (also see #3 below) and will be related to preparing for, attendance at, and follow up from the charrette. Costs will still be billed and

18120 68th Ave NE

PO Box 82607

Kenmore, WA 98028

Office: (425) 398-8900

Fax: (425) 481-3236

cityhall@kenmorewa.gov

www.kenmorewa.gov

allocated as described in this condition. Note: Phase I of the charrette occurred on December 2, 2015 and thus met this condition.

If Weidner satisfies condition #1 above and the City grants the extension of the CSDP and TMA, the extension will terminate on February 1, 2016 unless Weidner satisfies the following condition on or before January 31, 2016:

2. Weidner must submit a signed letter of agreement that (1) commits Weidner to pay for ongoing City project manager and consultant costs related to the Lakepointe project and incurred during the CSDP/TMA extension periods, and (2) establishes a maximum amount of payment for such costs that is agreed to by Weidner and the City. These costs shall be in addition to charrette costs described in condition #1 above and #3 below. If Weidner fails to submit this letter of agreement by the deadline, the City Manager may, in his sole discretion, authorize additional time to comply with this condition. The City and Weidner teams will review the City's consultant costs, tasks, and accomplishments quarterly.

If Weidner satisfies conditions #1 and 2 above and the extension is effective through June 30, 2016, the City will grant a second six-month extension to December 31, 2016 if Weidner satisfies the following two conditions:

3. The City and Weidner teams must jointly complete the second phase of the transportation access charrette (or otherwise agreed upon process) by January 31, 2016. The goal of this second phase is to identify proposed locations and configuration(s) of Lakepointe multimodal transportation infrastructure as well as other potential multimodal transportation improvements that will improve downtown Kenmore circulation and connection between Lakepointe and Kenmore's downtown on the north side of SR 522.
4. On or before June 15, 2016 Weidner must provide the following information to the City:
 - a. A conceptual site plan for a proposed Lakepointe development.
 - b. A draft timeline for project development, including permitting, development agreement negotiations (if needed), commencement of construction, and construction phasing.

The two extensions described above also are subject to the nine conditions of the City's May 19, 2011 extension letter to you and the four conditions of the City's June 14, 2013 extension letter to you, both of which are related to the CSDP and the TMA.

The City recognizes that this is a complex, multi-year project requiring significant advance planning. Accordingly, it is anticipated that Weidner may request additional extensions of the CSDP and TMA. As a result, additional CSDP and TMA extension(s) may be requested but are neither granted nor guaranteed at this time.

If Weidner requests additional extension(s), such requests must be submitted before the extension terms expire, and the City and Weidner will discuss additional progress and

18120 68th Ave NE PO Box 82607 Kenmore, WA 98028

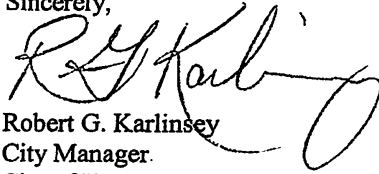
Office: (425) 398-8900 Fax: (425) 481-3236 cityhall@kenmorewa.gov
www.kenmorewa.gov

conditions required for any further extension(s). Examples of demonstrated progress needed during the next 12 months to justify additional extension(s) may include:

- Identification of permits and process needed for project development.
- Provision of a comparison of current permitted Lakepointe project conditions to potential permit conditions of the upcoming development proposal, particularly highlighting where any requirements or conditions may need to be modified.
- Obtaining of a written agreement from the owner of Lot B (Glacier property) with respect to (1) construction and operation of Lakepointe Way and other transportation and other infrastructure improvements on or impacting Lot B (see condition 1 of May 19, 2011 letter to you), and (2) any proposed amendments to the TMA.
- Commencement of development agreement negotiations.

The City is committed to facilitating a successful development project, and we look forward to continuing working with you. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Robert G. Karlinsey
City Manager
City of Kenmore

18120 68th Ave NE

PO Box 82607

Kenmore, WA 98028

Office: (425) 398-8900

Fax: (425) 481-3236

cityhall@kenmorewa.gov

www.kenmorewa.gov