



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
Special and Regular City Council Meeting Agenda
5:45 p.m., Monday, November 27, 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. CALL MEETING TO ORDER

II. 5:45 p.m. - CALL SPECIAL MEETING TO ORDER

III. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), Litigation or Potential Litigation

IV. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

V. ADJOURN SPECIAL MEETING

VI. 6:30 p.m. RECEPTION FOR OUTGOING COUNCILMEMBERS

- A. Cake, Refreshments and Plaques for Outgoing Councilmembers Laurie Sperry and Allan Van Ness
(Open to the public)

VII. 7:00 p.m. - CALL REGULAR MEETING TO ORDER

VIII. ROLL CALL

IX. FLAG SALUTE

X. AGENDA APPROVAL

XI. PRESENTATION

- A. The Lodge at Saint Edward: Presentation and Update - Kevin Daniels and Trevina Wang, Daniels Real Estate
[Presentation](#)

[Agenda Item](#)

XII. 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.

XIII. CONSENT AGENDA

- A. The Following Checks and Electronic Payments are Approved for Payment:
Total Check #38342 through 38456 in the amount of \$1,438,228.81.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated: 11/10/2017 in the amount of \$104,183.64.
[Checks Vouchers](#)
- B. City Council Meeting Minutes of October 23, 2017 and October 24, 2017
[10 23 2017 Minutes](#)
[10 24 2017 Minutes](#)
- C. Cancel all Regular Council Meetings in the Month of December, 2017
- D. Authorize the City Manager to Amend, Sign and Execute Consultant Services Agreement 17-C1668 with Muni Manage, LLC, in an Amount Not to Exceed \$210,000 through December 31, 2019; and Authorize the City Manager to Enter into an Agreement (Contract No. 17-C1809 as amended) with Muni Manage, LLC for Public Works Consulting Services, not to Exceed \$65,000 through December 31, 2018
[Agenda Item](#)
- E. Authorize the City Manager to Sign and Execute an Agreement with HR&A for Professional Services Relating to the LakePointe Project, Not to Exceed \$175,000
[Agenda Item](#)
- F. Ordinance 17-0451 Amending the Comprehensive Plan Related to School Impact Fees and Neighborhood Business Zoning District
[Agenda Item](#)
- G. Authorize the City Manager to Execute Contract No. 17-C1814 with Northshore School District - Ann Santon, Parks Project Manager
[Agenda Item](#)
- H. Resolution 17-303 Adopting Revised Purchasing Policies and Procedures and Repealing Resolution 11-190, 15-255 and 17-302
[Agenda Item](#)
- I. Motion to Approve Expenditures for Beverages for City Hall Meetings and Guests and City Employees
[Agenda Item](#)
- J. Receive and File the August, 2017 Financial Report for the City of Kenmore

[Financial Report](#)

XIV. PUBLIC HEARING

- A. City of Kenmore's Moratorium on the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)

XV. BUSINESS AGENDA

- A. Discussion of City of Kenmore's Moratorium on the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)
- B. NLC Service Line Warranty Program Update - Rob Karlinsey, City Manager
[Agenda Item](#)
- C. Public Works Service Analysis Project Key Recommendations - Scott Bash, FCS Group
[Agenda Item](#)
- D. Walkways and Waterways Bond Measure - Juanita Drive NE Pedestrian And Bicycle Safety Improvements Project Update - Kent Vaughan, PE, Senior Civil Engineer
[Agenda Item](#)
- E. Walkways and Waterways Bond Measure - 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project - Progress Update and Budget Discussion - Kent Vaughan, PE, Senior Civil Engineer
[Agenda Item](#)
- F. Ordinance 17-0449 Relating to the 2018 Regular Property Tax Levy - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
- G. Ordinance 17-0450 Setting Excess Property Tax Levy for 2018 - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
- H. Ordinance 17-0448 Amending the 2017-2018 Biennial Budget and Approving a 3% Wage Increase and a Salary Plan for 2018 - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
- I. Ordinance 17-0445 Amendments to the Kenmore Municipal Code Related to Billboard Regulations - Bryan Hampson, Development Services Director
[Agenda Item](#)

XVI. STAFF REPORT

XVII. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XVIII. ADJOURNMENT

Upcoming Meetings:

Special Council Meeting the week of December 18, 2017

January 2, 2018 Legislative Send-off, City of Lake Forest Park City Hall

January 5-6, 2018 City Council Retreat

January 8, 2018 - Council Meeting Canceled (Tentative)

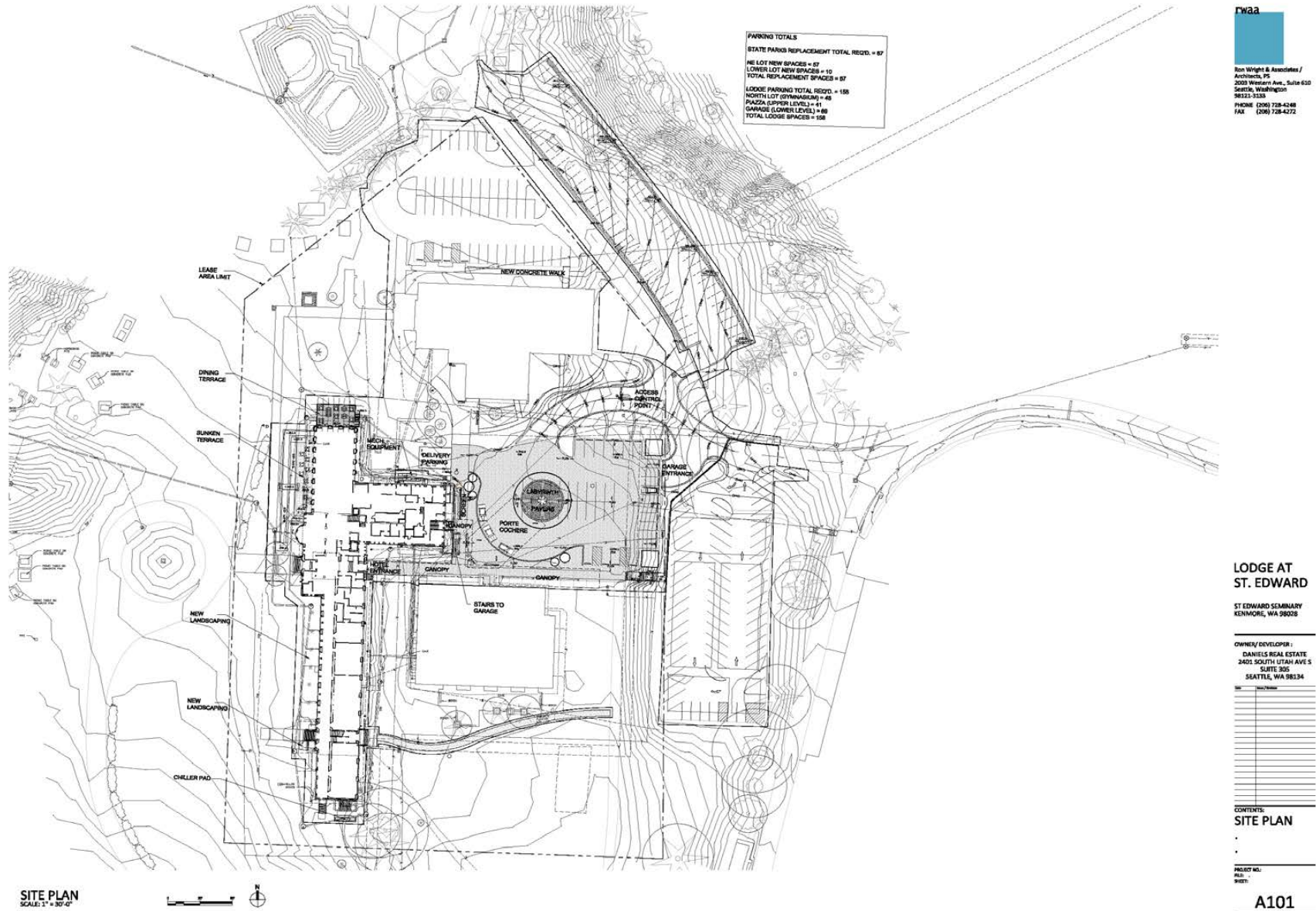
January 16, 2018 - Regular Council Meeting (Due to MLK Holiday)

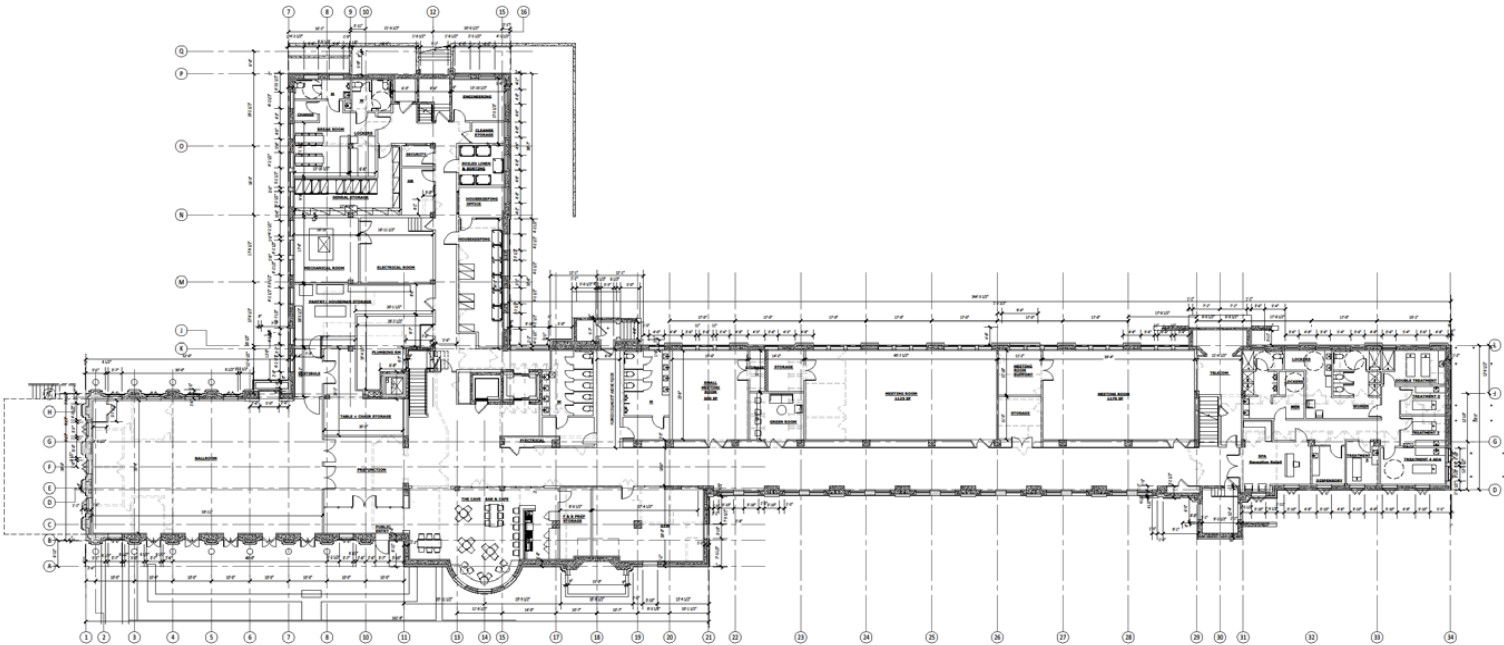
January 22, 2018 - Regular Council Meeting

January 29, 2018 - Special Council Meeting (Tentative)

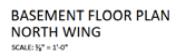






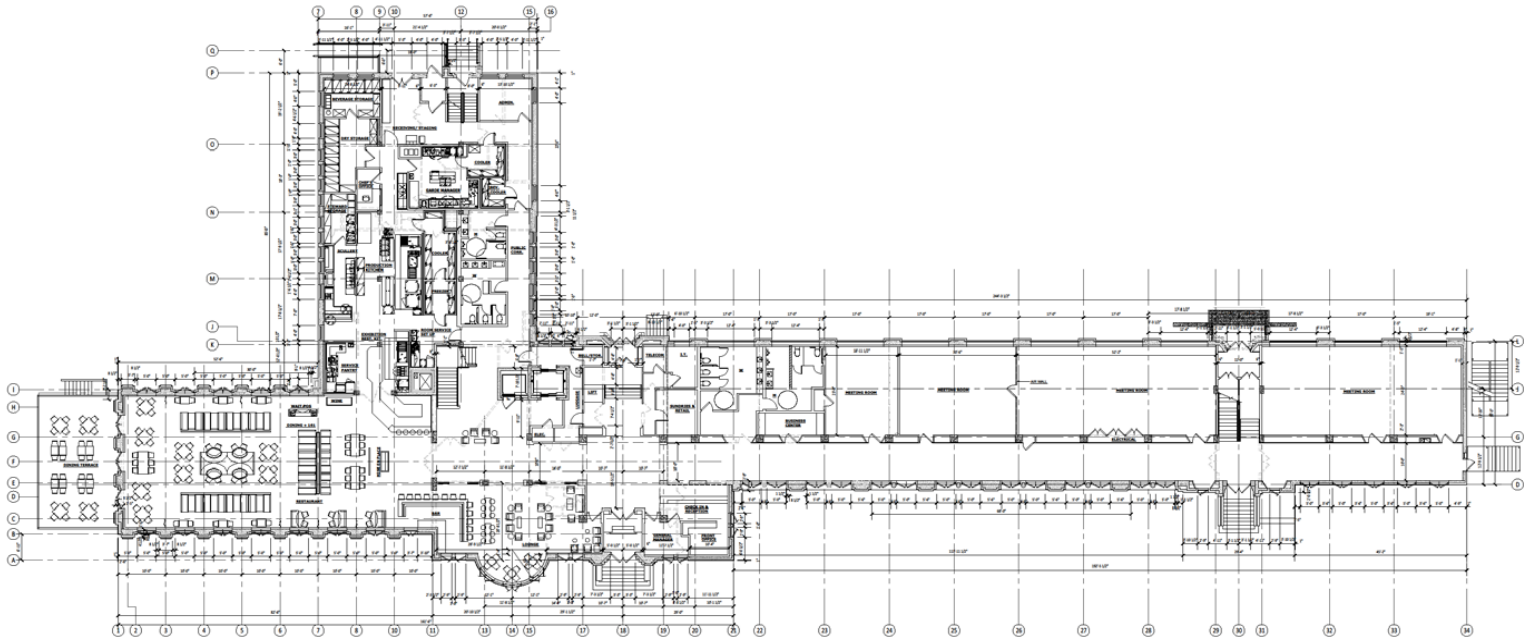


A200





Ron Wright & Associates /
Architects, PS
2003 Western Ave., Suite 610
Seattle, Washington
98121-3133
PHONE (206) 728-4248
FAX (206) 728-4272



LODGE AT
ST. EDWARD

ST EDWARD SEMINARY
KENMORE, WA 98028

OWNER/ DEVELOPER :
DANIELS REAL ESTATE
2401 SOUTH UTAH AVE S
SUITE 305
SEATTLE, WA 98134

[illegible]

CONTENTS:
FIRST
FLOOR PLAN

PROJECT NO.:
FILE: .
SHEET:

A201

Ron Wright & Associates /
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ST EDWARD SEMINARY
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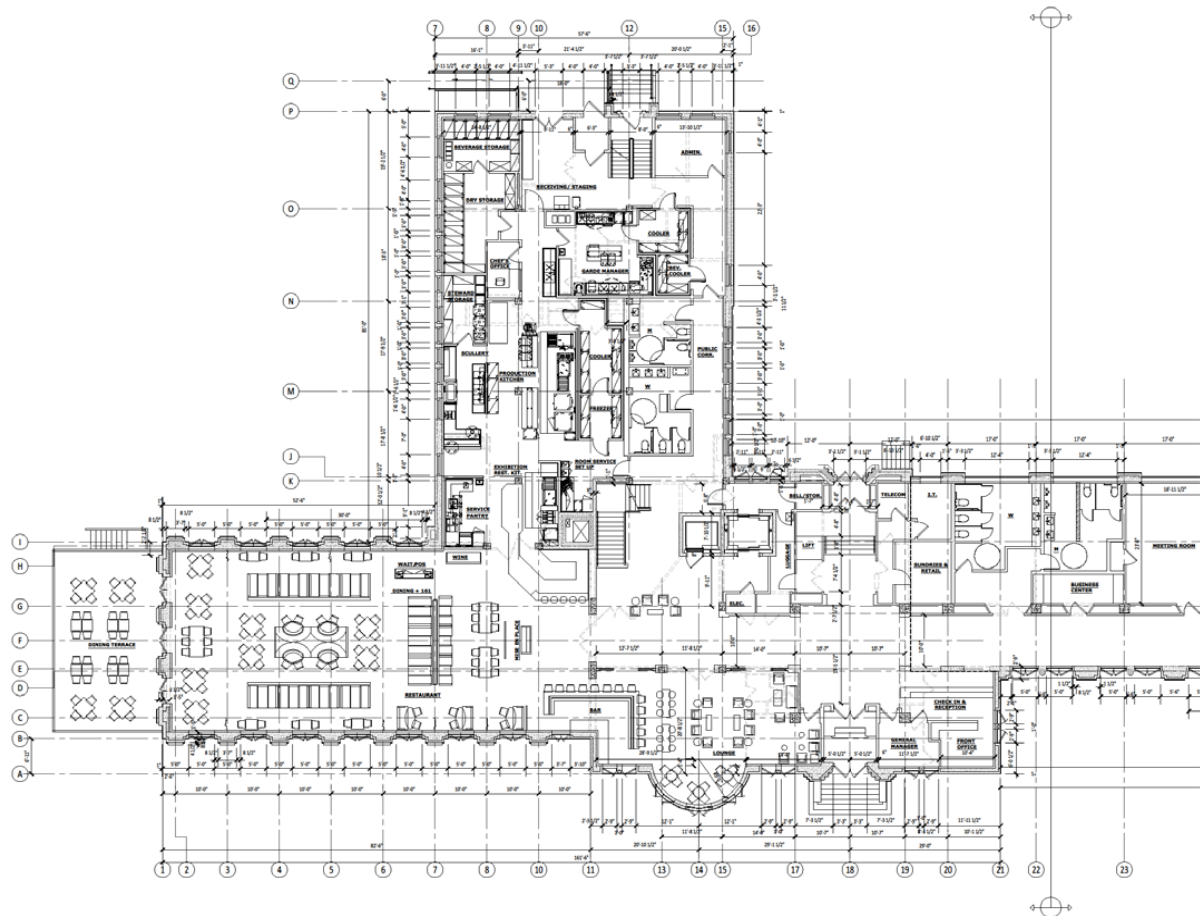
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2401 SOUTH UTAH AVE S
SUITE 305
SEATTLE, WA 98134

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CONTENTS:
FIRST
FLOOR PLAN
NORTH WING

PROJECT NO.:
FILE: .
SHEET:

A202



**FIRST FLOOR PLAN
NORTH WING**
SCALE: $\frac{1}{8}" = 1'-0"$



ST EDWARD SEMINARY
KENMORE, WA 98028

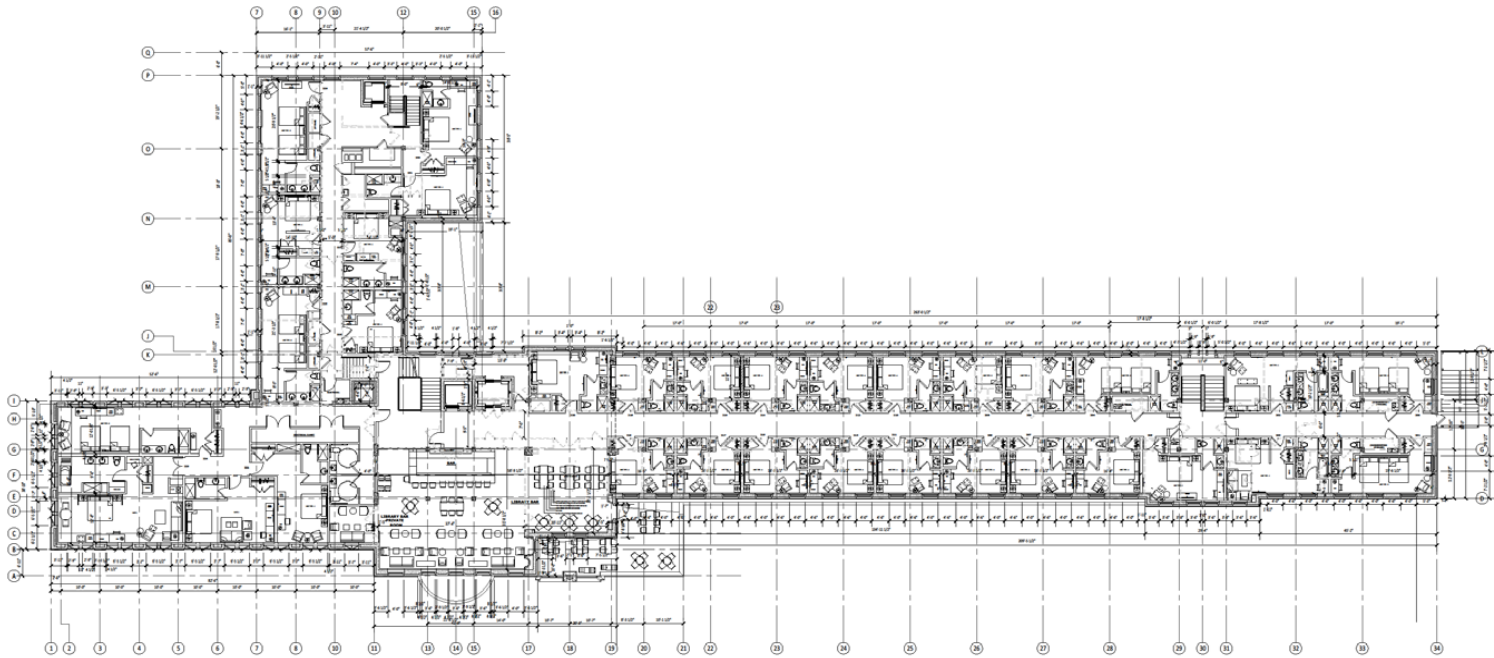
OWNER/ DEVELOPER :
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2401 SOUTH UTAH AVE S
SUITE 305
SEATTLE, WA 98134

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CONTENTS:
SECOND
FLOOR PLAN

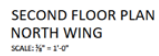
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SECOND FLOOR PLAN





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PROJECT NO.:
FILE:
SHEET:

rwaa
Ron Wright & Associates /
Architects, PS
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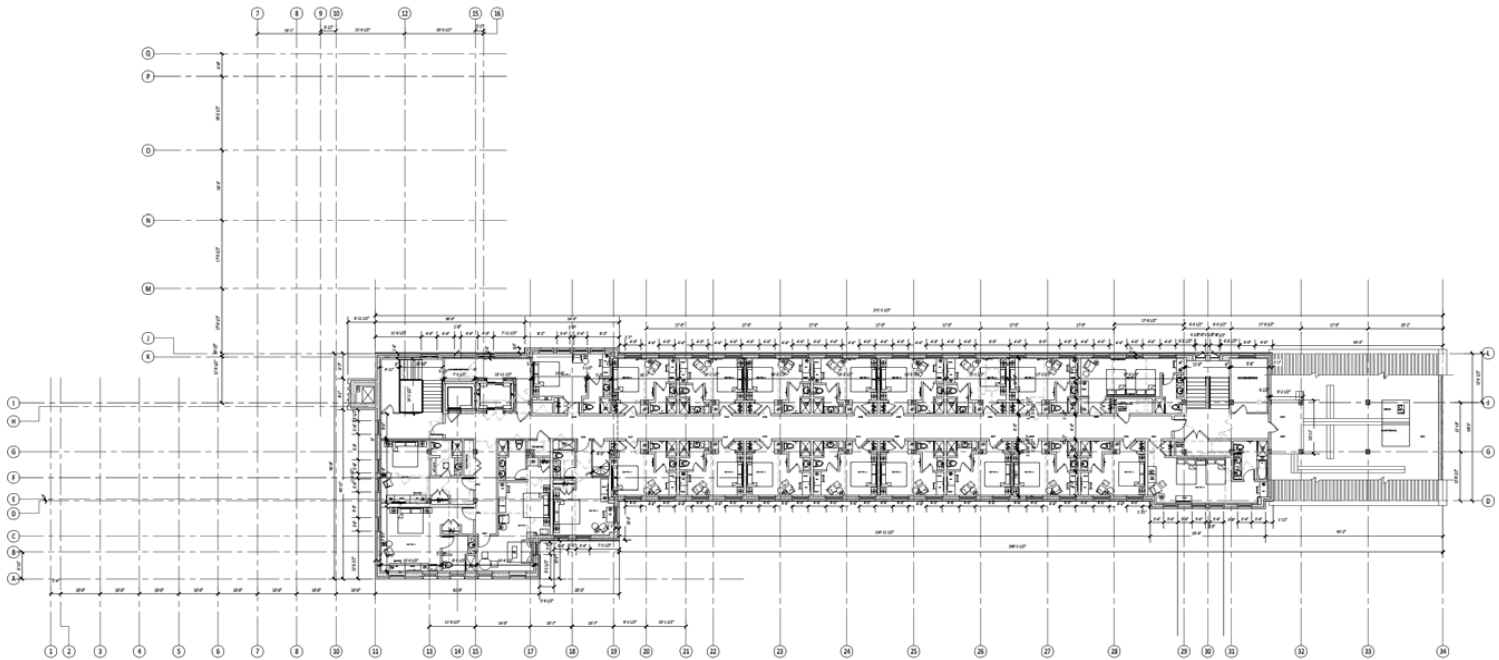
**LODGE AT
ST. EDWARD**
ST EDWARD SEMINARY
KENMORE, WA 98028

OWNER/DEVELOPER:
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2401 SOUTH UTAH AVE S
SUITE 300
SEATTLE, WA 98134

CONTENTS:
**FOURTH
FLOOR PLAN**

PROJECT NO.:
FILE
SHEET:

A204



FOURTH FLOOR PLAN
SCALE: 3/32" = 1'-0"











City of Kenmore

Voucher Certification and Approval

Payment Dates 11/04/2017 through 11/17/2017

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 # 38342 through 38456 \$ 1,438,228.81

Total Payroll/Taxes/Flexible Spending & Health Savings Acct. Electronic Deposits Dated: 11/10/2017 \$ 104,183.64

RO Key 11-17-17
City Manager / Date

Juegny 11-17-17
Finance Director / Date

Vendor Name	Check #	Description	Amount
AWC EMPLOYEE BENEFITS	38342	Employee Health Ins Contributions	679.81
AWC EMPLOYEE BENEFITS	38342	Employee Health Ins Contributions	166.79
AWC EMPLOYEE BENEFITS	38342	Employee Health Ins Contributions	65.53
AWC EMPLOYEE BENEFITS	38342	Employee Health Insurance	38.81
AWC EMPLOYEE BENEFITS	38342	Employee Health Insurance	6.60
AWC EMPLOYEE BENEFITS	38342	Employee Health Insurance	3.93
DEPARTMENT OF LABOR AND	38343	City of Kenmore	146.19
DEPARTMENT OF LABOR AND	38343	City of Kenmore	49.62
DEPARTMENT OF LABOR AND	38343	City of Kenmore	29.88
DEPARTMENT OF LABOR AND	38343	City of Kenmore	568.77
DEPARTMENT OF LABOR AND	38343	City of Kenmore	193.02
DEPARTMENT OF LABOR AND	38343	City of Kenmore	116.24
DEPARTMENT OF LABOR AND	38343	City of Kenmore	93.04
DEPARTMENT OF LABOR AND	38343	City of Kenmore	2.16
DEPARTMENT OF LABOR AND	38343	City of Kenmore	6.06
DEPARTMENT OF LABOR AND	38343	City of Kenmore	168.61
DEPARTMENT OF LABOR AND	38343	City of Kenmore	3.92

DEPARTMENT OF LABOR AND	38343	City of Kenmore	10.96
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	1,624.53
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	14,687.37
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	2,446.22
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	1,388.46
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	804.63
DEPARTMENT OF RETIREMENT	38344	Public Employees Retirement	514.22
DRS 457	38345	DRS 457 Deferred Comp	535.00
ICMA RETIREMENT TRUST 457 - 304745	38346	ICMA 457 Deferred Comp	2,273.07
ICMA RETIREMENT TRUST 457 - 304745	38346	ICMA 457 Deferred Comp	662.26
NATIONWIDE FINANCIAL 401a	38347	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	38347	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	38347	City of Kenmore 401a	10,128.83
NATIONWIDE FINANCIAL 401a	38347	City of Kenmore 401a	1,390.53
NATIONWIDE FINANCIAL 401a	38347	City of Kenmore 401a	789.06
NATIONWIDE RETIREMENT SOLUTIONS	38348	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS	38348	Nationwide 457 Deferred Comp	45.00
STATE OF FLORIDA DISBURSEMENT	38349	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	38350	Employee Charitable Contribution	52.00
UNITED STATES POSTMASTER	38351	Fall Newsletter Postage	1,633.83
A+ CONFERENCING	38352	10/26 Pre-App. Conference Call	13.12
A+ CONFERENCING	38352	10/30 St. Edwards Conference Call	17.82
A-1 LANDSCAPING & CONSTRUCTION,	38353	17-C1650 Oct. Moorland Park Improvements	275,609.02
ANDERSON, LAURI	38354	11/1 Mileage & Parking Reimbursement	80.90
BAKER, BRIDGIT	38355	Mileage/Parking/Meeting Expense	11.98
BAKER, BRIDGIT	38355	Reimbursement	
BAKER, BRIDGIT	38355	Mileage/Parking/Meeting Expense	6.00
BAKER, BRIDGIT	38355	Reimbursement	
BAKER, BRIDGIT	38355	Mileage/Parking/Meeting Expense	12.31
BAKER, BRIDGIT	38355	Reimbursement	
BAKER, BRIDGIT	38355	Mileage/Parking/Meeting Expense	12.30
BAKER, BRIDGIT	38355	Reimbursement	
BAKER, BRIDGIT	38355	Mileage/Parking/Meeting Expense	6.00
BANNER BANK BH	38356	Bluebeam Software Renewal/Licenses	950.40
BANNER BANK CS	38357	Supplies for Teen Dance	442.88
BANNER BANK DB	38358	Plangrid Monthly Fee	53.90
BANNER BANK JG	38359	AWC Webinar Registration	25.00
BANNER BANK LD	38360	Survey Monkey Charges	29.00

BANNER BANK	RK	38361	Subscription/Council Retreat Deposit/Mtg.	130.00
BANNER BANK	RK	38361	Subscription/Council Retreat Deposit/Mtg.	107.77
BANNER BANK	RK	38361	Subscription/Council Retreat Deposit/Mtg.	35.12
BANNER BANK	RK	38361	Subscription/Council Retreat Deposit/Mtg.	19.38
BANNER BANK	SKROGH	38362	Social Media/Supplies/Gift Card	5.50
BANNER BANK	SKROGH	38362	Social Media/Supplies/Gift Card	302.66
BANNER BANK	SKROGH	38362	Social Media/Supplies/Gift Card	161.08
BANNER BANK	SKROGH	38362	Social Media/Supplies/Gift Card	4.99
BANNER BANK	SKROGH	38362	Social Media/Supplies/Gift Card	26.40
BRIEN, GAYLYNN		38363	Oct. Sales Tax Data Management	50.00
BRIGHTEN DEVELOPMENT LLC		38364	Refund Overcharge of Fire Dept. Review	20.00
BROADCAST MUSIC, INC.		38365	Concert Series Music Licensing/Royalty	342.00
CADMAN MATERIALS, INC.		38366	Asphalt for Sidewalk Repair	232.54
CALPORTLAND COMPANY		38367	Sand for Sand Bag Depots	130.95
CENTER FOR HUMAN SERVICES		38368	17-C1695 3rd Qtr Clinical Programs	1,500.00
CENTER FOR HUMAN SERVICES		38369	17-C1696 3rd Qtr Family Support Centers	3,750.00
CITY OF LAKE FOREST PARK		38370	October Public Works Crew & Equipment	18,387.00
CITY OF LAKE FOREST PARK		38370	October Public Works Crew & Equipment	19,122.48
CITY OF LAKE FOREST PARK		38370	October Public Works Crew & Equipment	172.70
CITY OF LAKE FOREST PARK		38370	October Public Works Crew & Equipment	36,038.52
CITY OF LAKE FOREST PARK		38370	October Public Works Crew & Equipment	69.08
CODE PUBLISHING COMPANY		38371	17-0444 Municipal Code Update	70.79
COLUMBIA RIDGE LANDFILL		38372	October Street Sweeper Dump Fees	874.41
COMBINED CONSTRUCTION, INC.		38373	17-C1785 McDonald Highland Ped. Bridge	32,721.58
COMCAST BUSINESS		38374	Maint. 11/10-12/09 Squire's Landing Internet	69.95
COMCAST BUSINESS		38375	11/14-12/13 City Hall Cable & Internet	152.05
CSAT, LLC		38376	Training/Deputy Salter /Advanced Hostage	1,000.00
DEPARTMENT OF ECOLOGY		38377	Rescue Permit for Moorlands Park	670.00
DEVRIES, DENIS		38378	Police Volunteer Mileage Reimbursement	77.58
EARTHWORKS		38379	17-C1780 SR522 153rd-155th ROW	4,722.55
ECONOMIC DEV COUNCIL OF		38380	Landscape Maint. 2018 Public Sector Investment Dues	5,000.00

FEDEX OFFICE	38381	Hangar Signage	148.78
FERGUSON ENTERPRISES INC #1539	38382	Drainage Materials Invoice	11.50
FIRE PROTECTION, INC	38383	City Hall Sprinkler Service	1,322.29
FIRE PROTECTION, INC	38384	Hangar Bldg. Fire Panel Repair	794.75
FLEMINGS HOLIDAY LIGHTING LLC	38385	16-C1652 Christmas Light Installation	5,768.62
FRONTIER	38386	10/28-11/27 City Hall Phone Service	611.09
FRONTIER	38387	10/28-11/27 City Hall Phone Service	445.06
G & H PRINTING	38388	4th of July Poster Printing	319.29
GALLATIN PUBLIC AFFAIRS	38389	Oct. Media Relations/Marketing Services	3,500.00
GALLATIN PUBLIC AFFAIRS	38390	October Redesign of Kenmore Newsletter	1,070.00
GORDON THOMAS HONEYWELL	38391	October Government Affairs Services	4,036.83
HANSEN, COREY	38392	Nov. 1-8 5X Entrepreneur Series	2,150.00
HANSEN, COREY	38393	October 5X Entrepreneur Grant Series	6,800.00
HOME DEPOT CREDIT SERVICES	38394	Propane Tanks/Public Works Supplies	177.49
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Retainer	3,100.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Executive	7,553.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Public Works	926.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Community Dev.	215.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - LakePointe	3,874.46
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Development Svcs	3,851.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - St. Edward Seminary	23.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	38395	Sept. Legal Services - Town Green	713.00
INTERNATIONAL CITY/CNTY MGMT	38396	N. Ousley 2018 Renewal	1,126.76
JET CITY PRINTING	38397	Tree Lighting Poster Printing	169.40
JOYCE ZIKER PARKINSON	38398	September Kenmore Village Legal Advice	645.00
JOYCE ZIKER PARKINSON	38399	October Kenmore Village Legal Advice	562.50
KAMINS CONSTRUCTION INC.	38400	17-C1635 October 62nd Ave Corridor Const.	29,035.69
KCDA PURCHASING COOP	38401	Mats for Moorlands Park	5,359.82
KENMORE SQUARE LLC	38402	Reimburse Credit Card Fees	275.58
KING COUNTY SHERIFF	38403	Police Overtime 8/30 Movies at the Square	262.83
KING COUNTY SHERIFF	38404	8/26 Police Overtime @ #WhyILoveKenmore	800.21
KING COUNTY SHERIFF	38405	October Police Services	276,220.17
KING COUNTY SHERIFF	38406	Sept. School District Police Overtime Chgs	6,532.79

KONICA MINOLTA BUSINESS SOLUTIONS	38407	09/03-10/02 Incubator Copy Charges	4.82
KONICA MINOLTA BUSINESS SOLUTIONS	38408	10/03-11/02 Incubator Copy Charges	17.44
KONICA MINOLTA BUSINESS SOLUTIONS	38409	11/3-12/02 Incubator Copier Lease	212.74
KONICA MINOLTA BUSINESS SOLUTIONS	38410	10/03-11/02 Incubator Copier Lease	212.74
LAW OFFICE OF JOHN RONGERUDE, PS	38411	Conflict Defense Services 11/3/17	300.00
LIGHTHOUSE CONSULTING INC	38412	Sept. IT Services	3,713.71
LIGHTHOUSE CONSULTING INC	38412	September Protection/Web	2,434.58
LIGHTHOUSE CONSULTING INC	38412	Hosting/Archiving	
LIGHTHOUSE CONSULTING INC	38412	September Public Records Requests	50.05
LIGHTHOUSE CONSULTING INC	38412	October IT Services	2,608.43
LIGHTHOUSE CONSULTING INC	38412	October Protection/Web Hosting/Archiving	2,434.58
LIGHTHOUSE CONSULTING INC	38412	October Public Records Requests	125.13
MACLEOD RECKORD	38413	16-C1502 Moorlands Park Oct. Svcs	7,558.33
MR. T'S TROPHIES	38414	Plaques & Name Tags	291.30
MR. T'S TROPHIES	38414	Plaques & Name Tags	113.15
MR. T'S TROPHIES	38414	Plaques & Name Tags	11.83
MUNIMANAGE, LLC	38415	17-C1668 Oct. Lakepointe Consulting	4,690.00
NORTH COAST ELECTRIC COMPANY	38416	Light Bulbs for City Hall	661.47
NORTH COAST ELECTRIC COMPANY	38417	Light Bulbs for City Hall	492.43
NORTH COAST ELECTRIC COMPANY	38418	Light Bulbs for City Hall	405.56
NORTHSHORE PARK & REC SERVICE	38419	2017 Interlocal Contribution 17% NPRSA	2,599.30
NORTHSHORE SENIOR CENTER	38420	17-C1701 3rd Qtr Transportation Funding	1,650.00
NORTHSHORE YMCA	38421	17-C1702 3rd Qtr Human Services Funding	1,625.00
NORTHSHORE YOUTH & FAMILY	38422	17-C1699 3rd Qtr Subsidized Family Svcs	4,000.00
OFFICE TEAM	38423	Temporary Reception Help thru 11/03	383.20
OFFICE TEAM	38424	Temporary Reception Help thru 11/10	167.65
OHNO CONSTRUCTION	38425	17-C1662 Rhododendron Park Waterfront	42,420.00
OHNO CONSTRUCTION	38425	Const.	
OHNO CONSTRUCTION	38425	17-C1662 Rhododendron Park Waterfront	310,855.94
OHNO CONSTRUCTION	38425	Const.	
OUSLEY, NANCY	38426	Mileage & Toll Charge Reimbursement	138.61
OUSLEY, NANCY	38426	Mileage & Toll Charge Reimbursement	128.46

PACIFIC TOPSOILS	38427	Vegetation/Debris Dump 9/27, 9/28, 10/10,	231.00
PAWS	38428	10/16 October Animal Sheltering Services	180.00
PENDLETON, MICHAEL	38429	City Manager Evaluation Project	1,693.85
PERTEET INC.	38430	17-C1688 Oct. 62nd/202nd Const. Mgmt	5,221.30
PERTEET INC.	38430	17-C1688 Oct. 62nd/202nd Const. Mgmt	18,500.10
PERTEET INC.	38431	12-C1082 8/28-10/1 On Call Engineering	214.43
PERTEET INC.	38431	Svcs 12-C1082 8/28-10/1 On Call Engineering	1,176.85
PUGET SOUND ENERGY	38432	Svcs October City Hall Electricity	2,494.13
PUGET SOUND ENERGY	38432	October Juanita/173rd Street Lights	382.85
PUGET SOUND ENERGY	38432	October 61st/181st Street Lights	117.53
PUGET SOUND ENERGY	38432	10/20-10/31 Spencer Square Street Lights	45.55
PUGET SOUND ENERGY	38432	October Multiple Street Lights	9,469.58
QUALITY BUSINESS SYSTEMS INC.	38433	10/02-11/01 2nd Floor Copier Charges	303.87
REACTCS	38434	Refund Room Rental Deposit	250.00
SARAH ROBERTS	38435	October Prosecution Services	10,836.09
SCORE	38436	October Inmate Housing	31,328.64
SEATTLE TIMES	38437	Ad for Ordinance Summray 17-0442	60.21
SKAGIT GARDENS	38438	Plants for City Hall	694.34
SOUND PUBLISHING, INC.	38439	Bothell/Kenmore Reporter October	1,500.00
SOUND PUBLISHING, INC.	38440	Advertising September Bothell/Kenmore Reporter	536.70
SOUND PUBLISHING, INC.	38440	Advertising September Bothell/Kenmore Reporter	425.00
STAPLES ADVANTAGE	38441	Advertising City Hall Maintenance Supplies	109.14
STAPLES ADVANTAGE	38442	City Hall Maintenance Supplies	136.42
STAPLES ADVANTAGE	38443	Hangar Bldg. Maintenance Supplies	216.63
STEWART MACNICHOLS HARMELL, INC.	38444	October Public Defender Service	5,000.00
TELESYSTEMS WEST	38445	Telephone Line Programming	279.12
UNCLE STINKY'S MAGIC	38446	Employee Event Performance	247.50
UPS STORE	38447	October Copy Charges	46.34
US POSTAL SERVICE (HASLER)	38448	PO Box Renewal	356.00
UTILITIES UNDERGROUND LOCATION	38449	October Utility Locate Notifications	225.75
WA STATE DEPT OF TRANSPORTATION	38450	2015-2017 SR522 West A Construction	30,115.55
		Support	

WALTER E. NELSON CO.	38451	Garage Sweeper Repair	1,064.25
WALTER E. NELSON CO.	38452	Floor Scrubbing Machine Parts	138.36
WELLS FARGO FINANCIAL	38453	10/21-11/20 2nd Floor Copier Lease	619.73
WELWEST CONSTRUCTION INC.	38454	17-C1744 Wallace Swamp Crk Pond Maint.	107,927.60
WINTERBOURNE LANDSCAPE	38455	15-C1379 City Hall Green Roof Maintenance	577.51
WONDERLAND DEVELOPMENT	38456	17-C1703 3rd Qtr Human Svcs Program	1,250.00
AVIDIA HEALTH	DFT0000083	Employee Health Savings Contribution	42.30
NAVIA	DFT0000084	Employee Flexible Spending Account	236.53
NAVIA	DFT0000084	Employee Flexible Spending Account	85.00
NAVIA	DFT0000084	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000085	Federal Taxes	749.24
BANK OF AMERICA 941	DFT0000085	Federal Taxes	2,974.80
BANK OF AMERICA 941	DFT0000085	Federal Taxes	12,534.82
BANK OF AMERICA 941	DFT0000085	Federal Taxes	1,130.80
BANK OF AMERICA 941	DFT0000085	Federal Taxes	353.72
BANK OF AMERICA 941	DFT0000085	Federal Taxes	142.30
BANK OF AMERICA 941	DFT0000085	Federal Taxes	1,015.94
BANK OF AMERICA 941	DFT0000085	Federal Taxes	234.02
PAYROLL	11/10/17	Direct Deposit	84,588.02
			<u><u>\$1,542,412.45</u></u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

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	15,750.00
0076	CITY OF BELLEVUE	132,852.75
0083	CITY OF LAKE FOREST PARK	856,128.59
0086	CITY OF SHORELINE	3,617.23
0092	CODE PUBLISHING COMPANY	8,358.52
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	30,901.78
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	9,819.80
0145	FRUHLING SAND & TOPSOIL	3,733.59
0147	FUN RENTALS	710.66
0151	CALPORTLAND COMPANY	911.99
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0169	HERRERA ENVIRONMENTAL CONSULTANTS	18,559.00
0173	HOME DEPOT CREDIT SERVICES	822.32
0182	INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	207,726.32
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	2,526.76
0191	INTERNATIONAL INST OF MUNI CLERKS	225.00
0197	JET CITY PRINTING	3,469.47
0201	KCDA PURCHASING COOP	99,820.71
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.	7,883.80
0229	KING COUNTY OFFICE OF FINANCE	5,853.63
0230	KING COUNTY RADIO COMM SERVICES	899.54
0233	KING COUNTY SHERIFF	2,751,216.14
0235	KING COUNTY TREASURY	25,340.41
0237	FEDEX OFFICE	471.27
0238	BLACKBAUD	7,304.24
0243	KUSTOM SIGNALS, INC.	2,628.76

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0251	LIGHTHOUSE CONSULTING INC	60,817.70
0260	MEEHAN, NANCY	62.60
0261	PENDLETON, MICHAEL	5,439.35
0265	MORGAN SOUND INC	4,828.40
0267	MR. T'S TROPHIES	633.44
0280	NEOPOST USA INC.	247.66
0285	NORTHSHORE FIRE DEPT	2,900.00
0287	NORTHSHORE SENIOR CENTER	23,700.00
0288	NORTHSHORE UTILITY DIST	141,139.38
0289	NORTHSHORE YMCA	4,875.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00
0292	HONEY BUCKET	5,840.31
0299	PERSONAL BEST/ TOPHEALTH	117.74
0300	OFFICE DEPOT	12,787.00
0302	OFFICE TEAM	4,373.27
0303	OGDEN, MURPHY, WALLACE	97.50
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	33,844.92
0310	PACIFIC TOPSOILS	1,640.96
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	161,858.31
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,502.00
0336	CEMEX	2,827.66
0345	SEATTLE TIMES	9,620.25
0350	SIGN UP, SIGN CO, INC	2,495.85
0355	STAPLES ADVANTAGE	8,085.16
0356	STATE AUDITOR'S OFFICE	20,603.07
0357	STEWART MACNICHOLS HARMELL, INC.	55,250.00
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	6,457.62
0375	US POSTAL SERVICE (HASLER)	10,718.80
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	37,195.49
0404	WASHINGTON STATE O.M.W.B.E.	150.00
0412	COLUMBIA RIDGE LANDFILL	7,166.91
0416	WETLANDS & WOODLANDS INC	9,677.06
0419	WONDERLAND DEVELOPMENT	3,750.00
0422	NATIONWIDE FINANCIAL 401a	302,525.97
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	6,335.00
0424	ICMA RETIREMENT TRUST 457 - 304745	78,911.07
0425	DRS 457	10,885.00
0426	AFLAC	4,720.86
0428	BANK OF AMERICA 941	413,899.64
0429	AWC EMPLOYEE BENEFITS	492,284.18
0431	DEPARTMENT OF RETIREMENT SYSTEMS	474,844.12
0432	DEPARTMENT OF LABOR AND INDUSTRIES	32,394.94
0434	UNITED WAY OF KING COUNTY	4,996.00

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

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	2,633.45
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	170,392.48
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	2,364.44
0641	TELESYSTEMS WEST	630.32
0668	BANNER BANK LD	11,500.63
0675	BANNER BANK CS	5,961.23
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	2,562.95
0721	INGALLINAS BOX LUNCH	52.69
0743	BANNER BANK NO	12,452.79
0764	OUSLEY, NANCY	1,638.25
0766	ICOMPASS TECHNOLOGIES, INC.	10,115.00
0772	GROUP FOUR INC.	3,722.20
0781	QUALITY BUSINESS SYSTEMS INC.	10,251.01
0791	NORTHSHORE ROTARY CLUB	624.00
0800	BANNER BANK JG	10,108.74
0817	GRAINGER	1,529.54
0831	NORTHSHORE PARK & REC SERVICE AREA	2,599.30
0833	VAUGHAN, KENT	7,921.81
0834	BANNER BANK KENMORE	30,081.28
0850	UNCLE STINKY'S MAGIC	247.50
0851	EVER-MARK, LLC	6,133.43
0852	GREGORY, JOANNE	2,094.54
0857	EAST JORDAN IRON WORKS	17,405.02
0858	A+ CONFERENCING	416.08
0868	JAYMARC - AV	6,476.41
0869	BANNER BANK JGORDON	10,544.60
0871	GORDON, JENNIFER	150.00
0881	EVERGREEN SAFETY COUNCIL	299.00

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0892	JACOBS ENGINEERING GROUP	405,765.68
0898	ZONAR SYSTEMS	525.33
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	24,273.09
0983	PASSPORT TRAVEL AND TOURS	184.40
0992	CSAT, LLC	2,200.00
0993	KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
0994	GORDON THOMAS HONEYWELL	40,435.36
0996	ANDERSON, LAURI	284.73
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	108,360.90
1052	FIRE PROTECTION, INC	12,017.37
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	9,900.88
1118	FAZZARI MARKETING	803.41
1123	AM TEST, INC	1,575.00
1132	LAW OFFICE OF JOHN RONGERUDE, PS	1,800.00
1140	PAWS	3,600.00
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	6,360.80
1181	BANNER BANK BH	6,337.58
1186	NICK MINZGHOR	4,650.00
1192	HOPKINS, CRAIG	667.69
1193	DEVRIES, DENIS	401.82
1197	MILLER STEPHENS, MARY	12,500.00
1212	MCALLISTER, TERESA	132.77
1215	STATE OF FLORIDA DISBURSEMENT UNIT	6,325.00
1216	ADVANCE TESTING & SERVICE INC	918.00
1257	BROADCAST MUSIC, INC.	342.00
1259	PERTEET INC.	232,540.10
1267	AUTOMATED CONTROLS	3,087.90
1269	KAMINS CONSTRUCTION INC.	708,594.94
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	7,709.50
1327	HWA GEOSCIENCES INC.	16,162.16

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1328	ANCHOR QEA, LLC	2,942.50
1333	WELWEST CONSTRUCTION INC.	759,336.82
1334	BANNER BANK PS	617.09
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	2,307.41
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	2,547.75
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	4,015.66
1414	G & H PRINTING	319.29
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	500.00
1450	ECONOMIC DEV COUNCIL OF SEATTLE/KC	10,000.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	657.88
1457	LANGUAGE LINE SERVICES, INC.	381.67
1459	FLEMINGS HOLIDAY LIGHTING LLC	9,009.89
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	323,093.33
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	1,033,121.55
1544	METROPOLITAN TRANS. COMMISSION	4,000.00
1547	LOYUK, SAMANTHA	528.16
1550	HANSEN, COREY	60,344.00
1552	DENUSKI, STACEY	422.09
1555	LINCOLN NATIONAL LIFE INSURANCE	9,591.98
1577	MUMMA, RYAN	461.02

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
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
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	41,910.00
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.	11,461.36
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	14,781.88
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	47,815.00
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	287.09
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
1801	REACTCS	250.00
1806	RYCO EQUIPMENT, INC.	630.44
1814	YSI INCORPORATED, A XYLEM BRAND	2,038.57
1816	NAVIA	11,541.62
1817	UFF DA LOGISTICS	283.59
1818	GORLIN, LARRY N.	330.00
1823	JET CITY IMPROV	600.00

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
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
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	719.10
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

Vendor Purchasing Report

For Date Range 01/01/2017 - 11/17/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1882	SIGNCO	1,202.30
1884	CADMAN MATERIALS, INC.	1,301.34
1885	NATIONAL BARRICADE CO., LLC	2,579.68
1886	WSAPT	200.00
1887	HIGHCOM SECURITY, INC.	286.40
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	2,067.24
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	714,819.79
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

Vendor Purchasing Report**For Date Range 01/01/2017 - 11/17/2017****Vendor Set: Vendor Set 01**

Vendor	Name	Volume
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
1958	NORTH HILL PROPERTIES, INC.	20,365.60
1959	TLG LEARNING	212.00
1960	WALTER E. NELSON CO.	1,731.94
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	4,196.50
1962	BANNER BANK SKROGH	500.63
1963	COMBINED CONSTRUCTION, INC.	32,721.58
1964	EARTHWORKS	4,722.55
1965	KENMORE SQUARE LLC	275.58
1967	BRIGHTEN DEVELOPMENT LLC	20.00
Vendor Set Vendor Set 01 Total:		17,894,930.60

**City of Kenmore, Washington
City Council Special and Regular Meeting Minutes
October 23, 2017**

CALL SPECIAL MEETING TO ORDER -

The Kenmore City Council special meeting was called to order by Mayor Baker at 6:05 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:05 p.m. to discuss Litigation and Potential Litigation with legal counsel, pursuant to RCW 42.30.110(1)(i). Mayor Baker stated that the executive session will last for approximately 55 minutes.

At 7:00 p.m., the executive session was extended to 7:10 p.m.

At 7:10 p.m., the executive session was extended to 7:15 p.m.

The meeting reconvened to regular session at 7:15 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 (He participated in the executive session via phone)

Staff present:

Rob Karlinsey, City Manager
Nancy Ousley, Assistant City Manager
Debbie Bent, Community Development Director
Bryan Hampson, Development Services Director
John Vicente, City Engineer
Rod Kaseguma City Attorney
Kelly Chelin, City Clerk

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

CITIZEN COMMENTS

Rick Verlinda
19017 62nd Avenue NE
Kenmore, Washington 98028

Mr. Verlinda stated that he is running for a Northshore Fire Commissioner position. He also invited the Council and staff to visit his house for Halloween. His house has been entered into a King 5 contest for best decorated.

John Hendrickson
5919 NE 202nd
Kenmore, WA 98028

Mr. Hendrickson spoke about the annual road tax. He will be submitting a public records request for more information.

CONSENT AGENDA

MOTION: Councilmember Sperry made a motion to approve the consent agenda, Mayor Baker seconded the motion. The motion passed 6-0.

The consent agenda included the following:

City Council Meeting Minutes of September 18, 2017 and September 25, 2017

Resolution 17-300 Authorizing the Establishment of the Health Reimbursement Arrangement Voluntary Employees' Beneficiary Association (HRA VEBA) Plan

Authorize the City Manager to Execute Contract 17-C1780 with Earthworks Landscape Services, Inc. for Right-of-Way Landscape Maintenance

Authorize the City Manager to Execute Amendment 4 to Contract 10-C873 with PAWS for Animal Sheltering Services

PUBLIC HEARING

Deliberation to Allow "Drive-Through-Service" as a Temporary Use for Another Year Located at 6532 NE Bothell Way in the Downtown Commercial Zone - Bryan Hampson, Development Services Director

Director Hampson explained that "Drive-through services" are defined in KMC 18.20.785 and only allowed as an accessory use when meeting certain criteria in the Downtown Commercial (DC) zone. Stand alone drive-through services, such as espresso stands, are prohibited in the DC zone.

However, a temporary use permit is a mechanism by which the City may permit a use otherwise not permitted in the zone that can be made compatible for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council (KMC 18.100.100).

Espresso Works is currently located at 6532 NE Bothell Way. Council approved the temporary use permit at this location for the first year on November 24, 2014, beginning from the first date of business opened at the new location, which was November 19, 2015. Council approved the temporary use at this location for a second year for 2016-17. The current temporary use permit will expire on November 19, 2017.

In accordance with KMC 18.100.125, a temporary use permit shall demonstrate that: A) The proposed temporary use will not be materially detrimental to the public welfare; B) The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation; and C) Adequate public off-street and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner.

Staff believes the espresso stand will not be detrimental to the public welfare, is generally compatible with the existing land uses on NE Bothell Way in the immediate vicinity which consist of restaurants and commercial services, and the use will provide adequate vehicle access for customers visiting the site.

Development Services staff recommends the temporary use be allowed for an additional year.

Mayor Baker opened the public hearing at 7:26 p.m.

Tom Hermann
6244 NE 182nd Street
Kenmore, WA 98028

Mr. Hermann spoke in favor of the temporary use. He believes the Council should extend the temporary use now and each year thereafter.

William Leak
15102 64th Court NE
Kenmore, Washington 989028

Mr. Leak said he couldn't agree more with Mr. Hermann.

BUSINESS AGENDA

"Drive-Through-Service" as a Temporary Use for Another Year in the Downtown Commercial Zone - Bryan Hampson, Development Services Director

MOTION: Councilmember Herbig made a motion to allow "drive-through service" as a temporary use for another year located at 6532 NE Bothell Way in the Downtown Commercial Zone, Councilmember Curtis seconded the motion. The motion passed 6-0.

Resolution 17-302 Establishing a Federal Procurement Policy and Guidelines - Joanne Gregory, Finance and Administration Director and Janet Quinn - Management Analyst

Director Gregory explained that during the 2016 audit, the auditors noted the City needed a written federal procurement policy and conflict of interest policy for expenditures of federal awards. This was due to new federal requirements issued December 26, 2013 known as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule, also known as 2 CFR 200 "Uniform Guidance".

In September of 2016, in response to this new requirement, the City began work on a Council Code of Ethics and Conflict of Interest policy, which was required by auditors and adopted by Council on April 10, 2017 as a component of the City of Kenmore Council Rules and

Procedures. The City also began studying and working on the federal procurement policy along with a revision to the City's overall purchasing and contracting policies. The staff deems it prudent to establish written federal procurement standards as soon as possible. These will be incorporated into the broader revised Purchasing and Contracting Policy when that project is complete.

Even though the City lacked a written policy, it should be noted that all staff involved in procurement involving federal awards (grants), primarily the Public Works Engineering staff, have complied with the new federal guidelines because they have also been incorporated into the LAG (Local Agency Guidelines) manual utilized by WSDOT.

MOTION: Mayor Baker made a motion to approve Resolution 17-302 Establishing a Federal Procurement Policy and Guidelines, Councilmember Denuski seconded the motion. The motion passed 6-0.

Ordinance 17-0442: Amending Noise Chapter 8.05 KMC, Amending Junk Vehicle Chapter 8.25, Amending Public Nuisances Chapter 8.35, and Amending Special Events Chapter 8.40 - Debbie Blessington, Building and Code Inspector

Director Hampson explained that this was previously presented and discussed with Council on July, 17, 2017, at a regular Council Meeting. Revisions and edits have been made based on Council direction.

The major changes and modifications to Title 8 of the Kenmore Municipal Code are:

Chapter 8.05, Noise;

8.05.015 & .020 – New section that adopts State noise levels in WAC 173-60.

8.05.030- New section requiring construction sites to post the construction hours. This may help with enforcing the noise hours. Construction workers, neighbors and citizens will have a better understanding of the acceptable noise hours.

8.05.040- New section allowing noise variances for special circumstances.

Chapter 8.25, Junk Vehicles;

8.25.020- Amendments to these sections allow us to enforce public nuisances visible from Lake Washington or public access easements, not considered public right-of-way.

Chapter 8.35, Public Nuisances;

8.35.010- Amendments to these sections allow us to enforce public nuisances visible from Lake Washington or public access easements, not considered public right-of-way.

Rest of Chapter - Clean-up and reorganized.

Chapter 8.40, Special Events;

8.40.015- added language that allows public agencies to apply for special event permit.

Special Event Definition – revised the language for events occurring on streets and within a park, where anything that interferes with the normal or usual use requires a special event permit; added rentals or sales on public property may be processed through a special events permit.

8.40.090 Insurance- Revised to align with our insurance company's insurance and indemnity requirements.

MOTION: Councilmember Smith made a motion to approve Ordinance 17-0442 Amending Noise Chapter 8.05 KMC, Amending Junk Vehicle Chapter 8.25, Amending Public Nuisances Chapter 8.35, and Amending Special Events Chapter 8.40, Councilmember Herbig seconded the motion. The motion passed unanimously.

Resolution 17-301 Kenmore's 2018 Fee Schedule - Bryan Hampson, Development Services Director

Director Hampson explained that annually the City of Kenmore's fee schedule is reviewed and updated as provided for in Ordinance 02-0139.

The fees and fee structures have generally not changed or been studied since the City incorporated in 1998. In 2016 and 2017, Development Services conducted a fee study on the planning and building fees. The review of the different fees also presented the City with an opportunity to evaluate the fees and fee structures to determine if they were still applicable.

The study evaluated both the entire fee category and individual fee services in each category based on 2015 projects. Individual fee services apply for a specific service, such as a water heater replacement. New project's fall into the entire fee category method, such as valuations or flat fees. Revenues for building services were high in 2015, mainly, if not entirely, because of a couple large projects including MainStreet's projects. The cost recovery for individual fee services are all over the board, ranging from single digits to over 100%. Typical cost recoveries range from 80%-100% for building and 50%-100% for planning. Planning is usually lower, or less than 100% because land-use activities tend to have a mix of public and private benefits that might be supported by a combination of fees and General Fund.

The City Staff is proposing the following revisions and additions to the 2018 Fee Schedule:

- #1. To increase the Development Services fees by the Consumer Price Index (CPI), 3%, including impact fees;
- #2. Set the cost recovery for Building Services to 90%;
- #3. Set the cost recovery for Planning Services to 80%; and
- #4. Delete fees and fee structures that are not applicable.

MOTION: Councilmember Sperry made a motion to approve Resolution 17-301 Kenmore's 2018 Fee Schedule, Councilmember Denuski seconded the motion. The motion passed unanimously.

Update on Target Zero and the Neighborhood Transportation Plan Program - Brett Schock, Traffic Engineer

The first goal of the City of Kenmore Council for 2017-2018 remains, as it has been since mid-2014, to focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicyclist, and other means of travel. The City Council adopted a Target Zero resolution in 2014 in support of this goal, aiming for zero serious injuries and fatalities among non-motorized transportation users by 2025. This report provides an update on the status of work towards Target Zero, the improvements to bicycle and pedestrian infrastructure that have occurred since the last update in June of 2016, and a program wrap-up for the Neighborhood Transportation Plan Program (NTPP).

The NTPP has been a critical component of the City's work towards Target Zero, providing an opportunity to address concerns for pedestrian and bicycle safety on residential roads with proactive outreach and dedicated project funding. In total, the NTPP completed ninety projects across the City of Kenmore, addressing striping, signage, street lighting, crosswalk distances and traffic calming. The City has been recognized as a Bronze-level Walk Friendly City and received a \$500,000 grant as an "Implementer" of Complete Streets by the Washington State Transportation Improvement Board. In recognizing the City for both awards, the NTPP was cited as a significant contributor to the City's efforts to improve bicycle and pedestrian safety and facilities.

STAFF REPORTS

City Manager Karlinsey reminded the Council about the special Council meeting tomorrow night. He also told that Council that when he came to the City five years ago, there were 800 citizen action requests each year and now the City is now over 1300. He stated that social media has helped engage with citizens.

COUNCIL REPORTS

Councilmember Denuski reminded Council that Kenmore Elementary will be doing a Secret Santa program again this year.

Councilmember Curtis reported that he visited the temporary shelter in town at the Lutheran Church. He believes providing the shelter in the City was the right decision.

Mayor Baker reported on various meetings he has attended including National League of Cities and a meeting with the Governor regarding Saint Edward park. Lastly, he reported that the ribbon cutting for 192nd is scheduled for tomorrow.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:31 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting Minutes
October 24, 2017**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Mayor Baker at 5:30 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

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 5:30 p.m. to discuss Personnel, pursuant to RCW 42.30.110(1)(g). Mayor Baker stated that the executive session will last for approximately 1 hour.

At 6:30 p.m., the executive session was extended to 7:30 p.m.

At 7:30 p.m., the executive session was extended to 8:00 p.m.

At 8:00 p.m., the executive session was extended to 8:45 p.m.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:45 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Lakepointe Project Consultant Services and Public Works Consulting Services Move to: Authorize the City Manager to amend, sign and execute consultant services agreement 17-C1668 with Muni Manage, LLC, in an amount not to exceed \$210,000 through December 31, 2019; and Authorize the City Manager to enter into an agreement (Contract No. 17-C1809 as amended) with Muni Manage, LLC for Public Works consulting services, not to exceed \$65,000 through December 31, 2018.	For Council Meeting Agenda of: November 27, 2017 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: Information about Muni Manage, LLC and its Principal/Founder, Ben Yazici
INFORMATION/BACKGROUND: <u>Lakepointe Project Consultant Services</u> In December of 2016, the City of Kenmore and Lakepointe, Inc. (including Weidner and Pioneer Towing) entered into a Commercial Site Development Permit (CSDP) extension agreement. In return for the CSDP extension, Lakepointe agreed to certain obligations. Among those obligations included Lakepointe's requirement to reimburse the City for up to \$150,000 of the City's project-related consultant fees in the year 2017, and \$250,000 per year in 2018 and 2019, subject to CSDP extension conditions and completed milestones. The current consultant agreement with Muni Manage, LLC provides Lakepointe project management services for the City. Muni Manage (the Consultant), on behalf of the City, performs services necessary to assist, facilitate, and manage the progression of the Lakepointe Project, as well as represent the interests of the City. Consultant's services include drafting, editing, and reviewing documents, studies, and reports; attending and running meetings; corresponding; managing other consultants; interfacing and negotiating with other agencies and lawmakers; meeting and communicating with residents, businesses, and other stakeholders; meeting with and presenting to the Kenmore City Council; and other services pertaining to the Lakepointe Project. The Consultant also serves as a point of contact for the Lakepointe Project. At a City Council meeting in March, the City Council authorized up to \$70,000 for services performed by Muni Manage. This Council action authorizes the City Manager to amend the Muni Manage agreement for Lakepointe services for an additional \$70,000 per year for two more years (through 2019), subject to the CSDP Extension Agreement reimbursement provisions and subject to whether CSDP milestones are met and result in annual extensions of the CSDP. As provided for in the CSDP Extension Agreement, the City will bill Lakepointe for Muni Manage services (the City will pay Muni Manage directly, and then the City will obtain reimbursement from Lakepointe).	

City staff intend to provide a Lakepointe project status update to the City Council the first quarter of 2018.

Public Works Consulting Services

The city has also been utilizing the consulting services of Muni Manage to assist in Public Works. The City's Public Works Director position is currently vacant, and Muni Manage is providing assistance with the following:

- 1) Review the recently completed Public Works Services analysis and provide recommendations and assistance in creating a plan for next steps and options, including the possibility of bringing Public Works services in-house.
- 2) Assist with renegotiating the public works services interlocal agreement with Lake Forest Park.
- 3) Assist the City Manager with a departmental organizational analysis and interface with other departments. Provide recommendations on structuring the Public Works department as well as processes, flow of work, and interactions between Public Works and other departments.
- 4) In the temporary absence of a Public Works Director, consultant may provide a physical presence at City Hall approximately one day per week as needed for the purposes of mentoring, guiding, training, and consulting with Public Works and other city employees.
- 5) Assist the City Manager or designated department in managing implementing selected capital improvement project(s).
- 6) Assist the City with any other work assigned by the City Manager.

The city plans on utilizing Muni Manage for Public Works consulting services over the next year, and salary savings from the vacant Public Works Director position as well as savings in other areas of the budget will be utilized to fund these consulting services.

Ben Yazici
Principal/Founder, Munimanage

During his 14 years as City Manager, Ben Yazici has facilitated – and witnessed – tremendous change in the lakeside community of Sammamish, Washington. Appointed by the City Council in 2001, less than two years after incorporation, Ben has steadily implemented the city's vision of better roads, parks, and trails, and challenged his staff to deal creatively with the complex forces of growth.

The city had the lowest per capita income among similar size cities in the region. Yet, its limited financial resources were well managed. He had implemented more than \$240 Million worth of capital improvement projects and left the city with no debt and with \$40 Million reserve funds. The city's excellent financial management and its results were proved when it received the highest bond rating (AAA) from SP 500.

The city of Sammamish has become one of the most influential and well respected city in Washington State. It has received many awards and recognition, including the recognition by the Money Magazine and CNN as one of America's "best places to live."

Since his retirement from the city management in February 2016, Ben has been providing consulting services to cities in municipal finance, organization, human resources and project management areas. He is also serving as a Senior Advisor for the Washington City Management Association (WCMA) and as well as the International City Management Associations (ICMA).

Ben earned his master's degree in civil engineering at the University of Washington. He is a licensed Professional Civil Engineer. Before Sammamish, Ben worked in Gig Harbor, Bothell, University Place, and with the Washington State Department of Transportation. During his career, he has served as a transportation engineer, public works director, finance director, and assistant city manager, among other things.

Over the years, Ben has also taken on other community and regional responsibilities – serving terms as President of the Sammamish Chamber of Commerce, President of the Sammamish Rotary Club, and President of the Washington City/County Management Association. He has also served as Chairman of the Affordable Housing Coalition Executive Board, as a member of the Suburban Cities Executive Board and the Association of Washington Cities Board.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Professional Services Agreement for Lakepointe financial feasibility and market impacts analysis Move to: Authorize the City Manager to sign and execute an agreement with HR&A for professional services relating to the Lakepointe project, not to exceed \$175,000.	For City Council Meeting Agenda of: Nov. 27, 2017 Department: City Manager's Office Prepared by: Rob Karlinsey <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;"></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"></td> </tr> </table> Exhibits/Attachments: HR&A Firm Profile		<u>Initial & Date</u>	Approved by Department Head:		Approved by City Attorney:		Approved by Finance Director:		Approved by City Manager:	
	<u>Initial & Date</u>										
Approved by Department Head:											
Approved by City Attorney:											
Approved by Finance Director:											
Approved by City Manager:											
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, with the understanding that if the developer obtains permit approval and moves forward with the project, those reimbursed costs will be credited to the developer against future city revenues such as permit fees and increased tax revenue that result from the project. 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. At the November 13, 2017 City Council meeting, the City approved an amendment to the CSDP extension agreement, that moves the deadline for item 3.d, the general agreement requirement, to April 30, 2018 and also provides for a financial pro forma and gap analysis to be completed. To complete the financial pro forma and gap analysis, the city manager proposes to contract with HR&A, a firm that specializes in large, complex projects such as Lakepointe. HR&A will conduct a market scan and a financial feasibility pro forma analysis. The study will include project development and operational costs, as well as capital and operating revenues in a multi-year financial model that can analyze different scenarios. Financial and operational impacts of the Lakepointe project to the City will also be included. In addition, HR&A will conduct a multi-year economic impact analysis and financial model for the project. The City will contract directly with HR&A for the services, and the Lakepointe developer will reimburse the City for the costs of the services, per the CSDP extension agreement (see first paragraph above). The City will likely contract with a Seattle-area real estate financing consultant who will review the work conducted by HR&A and may provide additional analysis and other assistance. The City will bear the cost of these services to be provided by the Seattle-area consultant, estimated not to exceed \$45,000. The City may also contribute financially to the analysis provided by HR&A, but the total amount contributed by the City for HR&A's services and supplemental review by the Seattle-area consultant shall not exceed \$45,000.											

I:/City Clerk/Agenda Items/Templates

The work to be conducted by HR&A will help the City and the developer more fully understand the scope and costs associated with the Lakepointe project, and will help the parties determine the right size and scope of the project, subject to additional environmental, traffic, and other studies, as well as input from the community and affected stakeholders.

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.



FIRM PROFILE

“We founded this firm to continue the reinvention of the American city into vibrant urban centers that offer jobs and sustain a high quality of life for diverse communities.”

– John H. Alschuler, Chairman

HR&A Advisors, Inc. (HR&A) is an industry-leading real estate, economic development and public policy consulting firm.

We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad for over thirty years. We understand the importance of linking accretive private investment with public resources to support investors and communities’ responsibilities and aspirations.

We have offices in New York, Los Angeles, Dallas, and Washington D.C., a presence that allows us to serve clients all over the world.

From Southern California to Brooklyn, and London to Hong Kong, we have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets.

We have served a range of clients – real estate owners and investors, hospitals and universities, cultural institutions, community development organizations and governments – since 1976.





AWARDS AND RECOGNITION

HR&A's work has been recognized by numerous prestigious industry organizations.

American Society of Landscape Architects (ASLA), Award of Excellence in Analysis and Planning, Penn's Landing Redevelopment Feasibility Study, Philadelphia, PA, 2015.

American Society of Landscape Architects (ASLA), Honor Award in General Design, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Mesa City Center in Mesa, AZ, 2015

American Society of Landscape Architects (ASLA) Arizona Chapter, Honor Award in Analysis and Planning, Hance Park in Phoenix, AZ, 2015

American Institute of Architects, Small Project Award, Massachusetts Convention Center Authority's The Lawn on D, Boston, MA, 2015

American Planning Association, National Planning Achievement Award in Environmental Planning, Arlington County's Community Energy Plan, Arlington, VA, 2014

American Road & Transportation Builders Association, Globe Award, First Place in Public Transit, New York Rising Community Construction Program, NY, 2014

American Planning Association New York, Meritorious Achievement Award, Brooklyn Tech Triangle Strategic Plan, Brooklyn, NY, 2013

American Planning Association Missouri, Outstanding Planning Award, St. Louis Zoo Expansion Framework Plan, St. Louis, MO, 2013

PowerGrid International Magazine Best Energy Efficiency and Demand Response Project Award, Duke Energy's Smart Energy Now Program Design and Management, Charlotte, NC, 2012

American Institute of Architects Honor Award for Regional and Urban Design, Master Plan for the Central Delaware Riverfront, Philadelphia, PA, 2012

Rudy Bruner Award for Urban Excellence, Silver Medal, Brooklyn Bridge Park, Brooklyn, NY, 2011

International Economic Development Council Neighbourhood Development Prize, High Line Park Transformation, New York, NY, 2010

Society for College and University Planning Excellence in Planning for a District or Campus Component, Merit Award, The Aga Khan University for the AKU Faculty of Arts and Sciences University Village Land Use Plan, Karachi, Pakistan, 2010

American Society of Landscape Architects Honor Award, Brooklyn Bridge Park, Brooklyn, NY, 2009

International Economic Development Council Partnership Award, Cincinnati Center City Development Corporation (3CDC) Creation, Cincinnati, OH, 2009

Urban Land Institute Award for Excellence, Daniel Island Redevelopment, Charleston, SC, 2007

American Institute of Architects Honor Award for Regional and Urban Design, Anacostia Waterfront Initiative Framework Plan, Washington D.C., 2005

Rudy Bruner Award for Urban Excellence, Silver Medal, New Jersey Performing Arts Center, Newark, NJ, 2001



SELECT CLIENT LIST

Public Sector Clients

Amtrak, USA
 Brooklyn Bridge Park Development Corporation, NY
 Boston Redevelopment Authority, MA
 Center City Development Corporation, CCDC, San Diego, CA
 Centro Partnership of San Antonio, TX
 City of Austin, TX
 City of Cincinnati, OH
 City of Greensboro, NC
 City of Houston, TX
 City of Los Angeles, CA
 City of Minneapolis, MN
 City of Phoenix, AZ
 City of Rochester, NY
 City of San Antonio, TX
 City of San Diego, CA
 City and County of San Francisco, CA
 City of Seattle, WA
 Connecticut Department of Transportation, CT
 County of Los Angeles Dept. of Mental Health, CA
 Daniel Island Development Corporation, SC
 Delaware River Waterfront Corporation, PA
 District of Columbia, Housing Authority, DC
 District of Columbia, Office of Planning, DC
 Empire State Development, NY
 Invest Atlanta (Atlanta Development Authority), GA
 Maryland National Capital Park and Planning Commission, MD
 Massachusetts Convention Center Authority, MA
 Minneapolis Parks and Recreation Board, MN
 New York City Department of City Planning
 New York City Department of Transportation
 New York City Housing Authority
 New York City Mayor's Office of Long Term Planning and Sustainability
 New York City Economic Development Corporation, NY
 New York Metropolitan Transportation Authority, NY
 New York State Energy Research and Development Authority, NY
 New Jersey Transit, NJ
 Olympic Park Legacy Company, London, UK
 Philadelphia Redevelopment Authority, PA
 Port Authority of New York and New Jersey, NY & NJ
 Portland Development Commission
 Southern California Association of Governments, CA
 Transport for London, UK
 Union Station Redevelopment Corporation, DC
 U.S. Department of Housing and Urban Development, DC
 Waterfront Toronto, Canada

Developers & Private Sector Clients

Airbnb
 Boeing Realty Corporation
 Brookfield Properties
 Catellus Development Corporation
 Citicorp Real Estate, Inc.
 Delta Air Lines, Inc.
 Disney Development Corporation
 Duke Energy
 Forest City Ratner Companies
 General Growth Properties
 Hanjin International
 Home Depot Company
 Hostelling International USA
 Jamestown Properties
 Kushner Companies
 LCOR, Inc.
 MGM Resorts International
 Macerich Company
 Macy's
 Madison Square Garden
 Major League Soccer
 Montparnasse 56
 New York Times Company
 NRG Energy
 Paramount Pictures

ProLogis, Inc.
 The Related Companies
 S.L. Green Realty Corporation
 Skanska
 Target Corporation
 Tishman Speyer Properties
 Trammell Crow Company
 Triple Five Worldwide
 Verizon
 Walmart
 Westfield Corporation, Inc.
 Young Woo & Associates

Education & Healthcare Clients

City University of New York
 Columbia University
 Kaiser Permanente
 Los Angeles Unified School District
 Memorial Sloan-Kettering Cancer Center
 New York Academy of Medicine
 New York Blood Center
 New York-Presbyterian Hospital
 The College of New Jersey
 University of California, Los Angeles
 University of North Carolina at Greensboro
 University of Pennsylvania
 University of Texas at Austin
 Washington University in St. Louis

Arts & Culture Clients

American Museum of Natural History
 Brooklyn Academy of Music
 Harry Frank Guggenheim Foundation
 La Plaza Cultura y Artes
 Lincoln Center for the Performing Arts
 Menil Foundation
 Motion Picture Association of America
 NBC Universal
 New Jersey Performing Arts Center
 Newseum
 New York Public Library
 North Carolina Museum of Art
 Paramount Pictures
 The Walt Disney Company
 The Whitney Museum

Civic & Other Not-for-Profit Clients

92nd Street Y
 100 Resilient Cities
 Association for a Better New York
 Brooklyn Community Services
 Common Ground Community
 Design Trust for Public Space
 Deutsche Bank Americas Foundation
 Downtown Brooklyn Partnership
 The Enterprise Foundation
 Friends of the High Line
 The JPB Foundation
 Living Cities
 Los Angeles River Revitalization Corp.
 Open Society Foundations
 Research Triangle Foundation
 Rockefeller Foundation
 Rose Kennedy Greenway Conservancy
 Times Square Alliance
 The Trust for Public Land
 Trinity Wall Street
 Urban Green Council
 World Bank Group

New York's High Line Park: An Example of Successful Economic Development

by John Rainey

The High Line at the Rail Yards, which opened to the public on September 21, is the third and northernmost section of the High Line Park in New York City. Referred to as the High Line, it is a unique ribbon of parkland and civic amenities winding through the city, built on a refurbished, elevated rail line dating from the 1930s that had long been scheduled for demolition.

Now, a decade after a committed group of visionary neighbors and city officials started planning the innovative park, the High Line is one of the city's most popular tourist attractions. This "thin green line" runs for 1.5 miles near the Hudson River on Manhattan's Lower West Side and has been called "one of the most innovative and people-pleasing urban reclamation projects in modern history."



Image Credit: Angel Chevestt via the New York Post

The opening of the High Line at the Rail Yards is the culmination of the project's original vision: to transform the derelict elevated freight line into an oasis of beauty and peace for all to enjoy. The High Line enables visitors to walk all the way from Gansevoort Street to 34th Street, and with the opening of the Rail Yards, people will all be able to walk the entire length of the High Line

- traversing 22 city blocks, uninterrupted, 30 feet in the air, with expansive views of New York City and the Hudson River.

GREENPLAY LLC

The Leading Edge In Parks, Recreation,
And Open Space Consulting

From the **The LEADING EDGE Newsletter** — Fall/Winter 2014

In addition to its unique views of the river and skyline, the High Line features lush gardens and horticulture including hundreds of varieties of flowers, shrubs, and trees; and an abundance of amenities including artworks, sunbathing decks made of reclaimed teak, seasonal food vendors, and an amphitheater for community programming.

The High Line, whose first phase was completed in 2009, came about as a partnership of neighborhood activists, a supportive civic administration, and a public-private funding alliance. The High Line is owned by the City of New York and is operated under the jurisdiction of the NYC Department of Parks & Recreation. The structure was donated to the City by CSX Transportation, Inc. The land beneath the High Line is owned in parcels by New York State, New York City, and more than 20 private property owners.

An Economic Dynamo

The Friends of the High Line is the group chiefly responsible for the park. The Friends lobbied city hall for the decaying rail line's preservation and transformation with an argument that, according to its estimates, a park in the sky at that location would boost the city's tax revenues by approximately \$250 million over 20 years, due to increased local real estate values. It also argued that a novel park about three stories above ground would attract some 400,000 tourists.

The Friends underestimated on both counts. Today, the High Line attracts about four million tourist visits per year, many by visitors from abroad, making it one of New York's most popular outdoor attractions. And the city now puts tax revenues from the impact of the High Line at about \$900 million — not bad for a rehabilitation project that cost the city and individual and business donors about \$260 million to build.



A garden transforms this formerly run-down rail line into a tranquil urban oasis.

Image Credit: Flickr user bettyx1138 via Creative Commons for Flickr.

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In addition to the soaring real estate values that have boosted cash-strapped Gotham's tax base, **some \$2 billion in new economic activity is attributed to the High Line.** The High Line district (including the Chelsea neighborhood), long back-on-its-heels, is now one of the hottest markets for upscale residential, retail, and office-center development.

The High Line is a triumph of neighborhood organizing, a **visionary civic administration**, and a **public-private-sector alliance in financing a world-class amenity.** It is also a civic jewel that came about with considerable speed: less than a decade elapsed between the founding of Friends of the High Line and the ribbon cutting for its completed first phase.

For a comprehensive overview of the High Line, go to their website at: www.thehighline.org. Also, there is a wonderful PBS documentary on the High Line entitled "The thin green line: Investing in urban parks." You can view that online by clicking [here](#).

References: Friends of the High Line, PBS, the *New York Times*, the *Toronto Star*, *National Geographic Magazine*, and Wikipedia.



City Council Business Agenda Item

City of Kenmore, WA

Subject/Topic: Consideration and potential adoption of the 2017 Comprehensive Plan Amendments, Ordinance 17-0451. Proposed Council Action/Motion: Adopt Ordinance 17-0451, amending the Comprehensive Plan.	For Council Meeting Agenda of: November 27, 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>DA 11/9/17</u> Approved by City Attorney: <u>JS, email, 11/1/17</u> Approved by Finance Director: <u>mg 11/15/17</u> Approved by City Manager: <u>fst</u> Exhibits/Attachments: 1. Draft Ordinance 17-0451
<u>INFORMATION/BACKGROUND:</u> The attached ordinance would adopt Comprehensive Plan amendments related to two 2017 projects: consideration of school impact fees and review of the Neighborhood Business (NB) zoning district. As you know, the Comprehensive Plan may be amended only once per year and all amendments are considered together so that any cumulative effects of the proposals can be determined. (No cumulative effects have been identified.) Council reviewed the draft school impact fee amendments on 11/13/2017 and the NB zoning district amendments on 9/18 and 10/16/17 and authorized preparation of the adopting ordinance.	
<u>FISCAL CONSIDERATION:</u> None at this time.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> - Comprehensive Plan Goal 2: "Provide for orderly development." - Comprehensive Plan Goal PS-4: "Support the provision of quality educational opportunities to the Kenmore community."	

I:/City Clerk/Agenda Items/Templates

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0451**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RELATING TO THE COMPREHENSIVE
PLAN; AMENDING THE PUBLIC SERVICES ELEMENT
OF THE COMPREHENSIVE PLAN; AMENDING THE
CAPITAL FACILITIES ELEMENT OF THE
COMPREHENSIVE PLAN; AMENDING THE LAND USE
ELEMENT OF THE COMPREHENSIVE PLAN,
INCLUDING THE LAND USE PLAN MAP; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, over the past year, the City's Planning Commission has reviewed and recommended an update to the Public Services Element of the Comprehensive Plan to address school impact fees; and

WHEREAS, over the past year, the City's Planning Commission has reviewed and recommended an update to the Capital Facilities Element of the Comprehensive Plan to address school impact fees; and

WHEREAS, over the past year, the City's Planning Commission has reviewed and recommended an update to the Land Use Element of the Comprehensive Plan, including the Land Use Plan Map, to revise the vision, land uses and development expectations for the Neighborhood Business land use designation; and

WHEREAS, throughout these update and revision processes, a concerted effort has been made to generate public involvement, including holding public open houses; creating a comprehensive and regularly-updated web page; and sending mailings to all property owners, tenants and neighbors of the existing Neighborhood Business land use designation; and

WHEREAS, the Planning Commission held a public hearing on the Public Services and Capital Facilities amendments on March 21, 2017, and on the Land Use Element amendments on July 18, 2017; and

WHEREAS, on September 18, 2017 and November 13, 2017, the Planning Commission's preliminary recommendations for the proposed Comprehensive Plan amendments were presented to the City Council, and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act has issued determinations of non-significance for these proposals; and

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

WHEREAS, the City Council finds that the proposed amendments meet the criteria found in KMC Section 19.20.090; and

WHEREAS, the City Council desires to adopt updated Public Services and Capital Facilities Elements of the City of Kenmore Comprehensive Plan to address school impact fees; and

WHEREAS, the City Council desires to adopt an updated Land Use Element of the City of Kenmore Comprehensive Plan, including the Land Use Plan Map, to change the Neighborhood Business land use designation;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Amendments to the Public Services Element of the City of Kenmore Comprehensive Plan. The City Council amends certain sections of the Public Services Element of the City of Kenmore Comprehensive Plan as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 3. Amendments to the Capital Facilities Element of the City of Kenmore Comprehensive Plan. The City Council amends certain sections of the Capital Facilities Element of the City of Kenmore Comprehensive Plan as set forth in Exhibit B, attached hereto and incorporated by reference.

Section 4. Amendments to the Land Use Element of the City of Kenmore Comprehensive Plan. The City Council amends certain sections of the Land Use Element of the City of Kenmore Comprehensive Plan, including the Land Use Plan Map, as set forth in Exhibit C, attached hereto and incorporated by reference.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____TH DAY OF _____, 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:

EXHIBIT A

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 sixseven 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:

EXHIBIT A

- 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	23-22
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.

EXHIBIT A

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	91110%
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 #17. 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.

EXHIBIT A

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 21,579 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 Strive for communication with citizens, business owners, property owners, and others by:
- 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.

EXHIBIT A

- 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.

EXHIBIT A

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.

EXHIBIT A

- 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:

EXHIBIT A

- 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.

EXHIBIT A

- 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>.

EXHIBIT B

Capital Facilities Element

* * *

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."

* * *

EXHIBIT C

Land Use Element

* * *

OBJECTIVE 2.1 Implement the Comprehensive Plan Land Use Map.

Policy LU-2.1.1 Designate the proposed general distribution, general location and extent of the uses of land, where appropriate, for housing, commerce, recreation, open spaces, public utilities, public facilities, and other land uses. The official Comprehensive Plan Land Use Map is included as **Figure LU-3**.

Policy LU-2.1.2 Implement a range of residential, commercial, and public land use classifications:

- a. Table of Districts and Densities. Utilize the following table to establish land use districts and basic and maximum densities allowed in the City.

LAND USE/ZONE DISTRICT	BASE DENSITY/ MAXIMUM
Residential 1 Dwelling Unit Per Acre (R-1)	1 (4) ¹
Residential 4 Dwelling Units Per Acre (R-4)	4 (6)
Residential 6 Dwelling Units Per Acre (R-6)	6 (9)
Residential 8 Dwelling Units Per Acre (R-8)	8 (12)
Residential 12 Dwelling Units Per Acre (R-12)	12 (18)
Residential 18 Dwelling Units Per Acre (R-18)	18 (27)
Residential 24 Dwelling Units Per Acre (R-24)	24 (36)
Downtown Residential	48 to 72 (72)
Neighborhood Business (NB)	8 (12) (24)
Community Business (CB)	24 (36)
Waterfront Commercial (WC)	48 (72)
Urban Corridor (UC)	48 (72)
Regional Business (RB)	48 (72)
Downtown Commercial	48 to 72 (72)
Public and Private Facilities (PPE)	n/a
Special Study Area	Special District

¹ In the R-1 zone, the base density of 1 unit per acre may be transferred onsite to less constrained property. The bonus indicated in parentheses may only be transferred off-site to a density receiving area such as the Downtown. Bonus criteria are subject to requirements of the Kenmore Municipal Code.

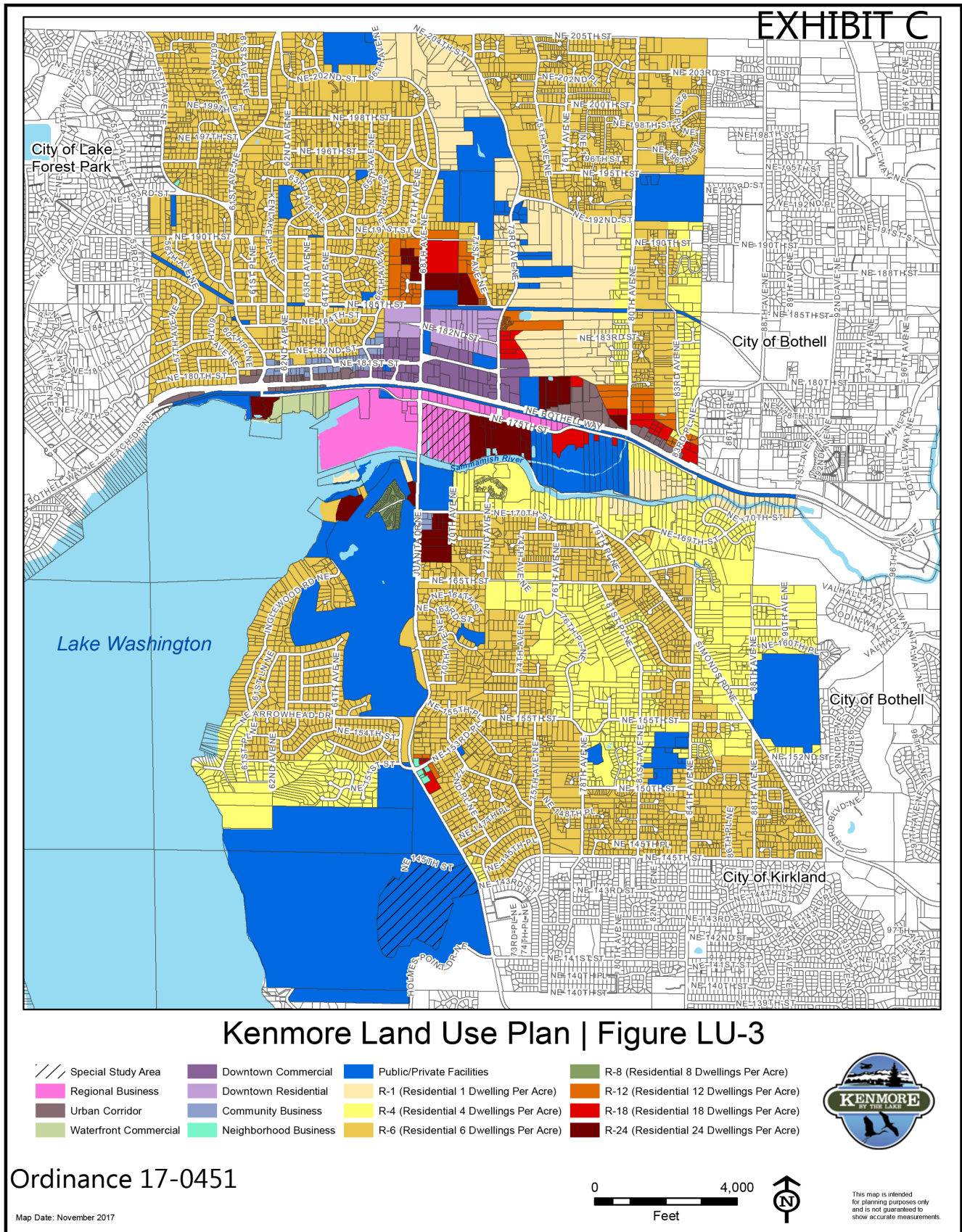
- b. District Descriptions. Utilize the following purpose statements to distinguish the land use districts.

EXHIBIT C

* * *

- Neighborhood Business: The purposes of the Neighborhood Business District are 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.
- Community Business: The purpose of the Community Business District is to provide pedestrian-friendly, mixed-use development that both supports larger mixed-use and commercial areas with its residential development, and provides small-scale retail, office, educational, and personal services uses, and offices, for the local community. Allowable uses include a wide range of retail, professional, governmental, and personal services than are found in Neighborhood Business districts, as well as limited small-scale office uses, and mixed-use (housing and retail/service) developments. Commercial uses with extensive outdoor storage or auto-related and industrial uses would be discouraged in the Community Business District.

* * *





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Authorize execution of interlocal agreement with Northshore School District for shared uses at Moorlands Park and Moorlands Elementary School. Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 17-C1814 with Northshore School District.	For Council Meeting Agenda of: November 27, 2017 Department: Community Development Prepared by: Ann Stanton, Parks Project Manager <table border="0"> <thead> <tr> <th></th> <th><u>Initial & Date</u></th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td>_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td>_____ N/A _____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td>_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td>_____ <i>PAK</i> _____</td> </tr> </tbody> </table> Exhibits/Attachments: Moorlands Park Interlocal Agreement		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____ N/A _____	Approved by Finance Director:	_____	Approved by City Manager:	_____ <i>PAK</i> _____
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____ N/A _____										
Approved by Finance Director:	_____										
Approved by City Manager:	_____ <i>PAK</i> _____										
<u>INFORMATION/BACKGROUND:</u> The Northshore School District has maintained Moorlands Park since execution of an interlocal agreement with King County in 1994. This interlocal has continued between Kenmore and the District upon transfer of Moorlands Park to the city following Kenmore's incorporation eighteen years ago. The school abuts the park and relies upon park facilities to provide outdoor recess and other school activities. In exchange for these benefits, the District has performed all maintenance on the park since 1994. Substantial renovations of the park this year include upgrading the ballfield to game-quality condition and addition of typical park amenities such as picnic shelter, restroom, benches and walking paths. The attached agreement will authorize the city to assume control of park maintenance and thereby ensure quality playing conditions on the field and overall maintenance of the improved park facilities. The District agrees to participate in 55% of the cost of park maintenance. This participation includes permitting park users to utilize the eastern 23-stall parking lot at Moorlands School outside of school hours. The agreement will commence on January 1, 2018 and will continue indefinitely until either party gives one year notice. The attached agreement has the support of District staff and is anticipated to be authorized by the Northshore School Board in December for execution by the School Superintendent. <u>Recommendation:</u> Staff recommends Council authorize execution of Contract No. 17-C1814 with Northshore School District provided that final terms are substantially consistent with the attached document.											
<u>FISCAL CONSIDERATION:</u> City staff has prepared an estimate of maintenance expenses for a renovated Moorlands Parks of \$73,500 per year. The participation fee paid to the City shall be adjusted annually by the Consumer Price Index (Urban) for the Seattle-Tacoma-Bremerton area. The maintenance estimate anticipates a new 0.25 FTE worker and includes utility, operational and supplies expenditures.											

The District substantially utilizes the park for 180 weekdays per year, from September through June. While this calculates out to 27% of annual daylight hours, the District agrees to pay 55% of park maintenance expenses based on percentage of days per year in recognition of the value received by the school.

The proposed agreement credits the District \$500 per month in exchange for access to the school's eastern parking area to ensure adequate parking for ball game and other public activities at the park.

The agreement establishes a monthly payment of \$2,868 (participation fee), based upon 12 payments per year for total annual revenues of \$34,425. The agreement also assigns field rental revenues to the City; in the past, these have been collected by the District. Actual field revenues depend on City determination of rental rates and field availability but are currently estimated to be approximately \$20,000 per year. (To maintain a quality field, there will typically be "rest times" where no use is permitted.)

Total annual income to the city under this agreement is anticipated to be approximately \$50,000, which will help offset the \$75,000 increase needed in the Park Operations budget beginning in 2018.

Staff recommends execution of the agreement. It will maintain a mutually-beneficial partnership with the Northshore School District while establishing City control in providing game-quality conditions on the only field owned by the City. City maintenance will help ensure that Moorlands Park will offer quality recreation and open space opportunities for the residents of Kenmore.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal #6 To continue to implement a Parks Improvement and Financial Plan.

Comprehensive Park Recreation and Open Space Plan Policies:

Policy 4.1.1.2 Update the adopted Master Plan and complete development of Moorlands Park.

Policy 7.1.3 Utilize funding opportunities emphasizing a regional approach, such as coordinating and/or partnering with special service districts.

Upon Recording, Please Return To:
City of Kenmore
PO Box 82607
Kenmore, WA 98028
Attn: City Clerk

Contract 17-C1814

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE COOPERATIVE USE, MAINTENANCE AND DEVELOPMENT OF
MOORLANDS PARK**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE COOPERATIVE USE, MAINTENANCE AND DEVELOPMENT OF MOORLANDS PARK ("Agreement"), is made this _____, 20__, by and between Northshore School District No. 417, a Washington State school district ("District"), and the City of Kenmore, a Washington municipal corporation, successor in interest to King County ("City"). The District and the City are referenced herein individually as "Party" and collectively as the "Parties."

RECITALS

1. The District and the City are parties to that certain Interlocal Agreement for the Cooperative Use, Maintenance and Development of Moorlands Park, dated June 13, 1994, attached hereto as **Exhibit A** and incorporated herein by this reference ("1994 Interlocal Agreement"), amended by that certain Assignment of Interlocal Agreement and Consent to Assignment, mutually accepted on March 19, 2001, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, "Interlocal Agreement").

2. The City, successor in interest to King County, owns certain real property commonly known as Moorlands Park, located in the City of Kenmore, and legally described in **Exhibit C**, attached hereto and incorporated herein by this reference ("Moorlands Park"). The City acknowledges that funding assistance for the purpose of providing public outdoor recreation at this site has been provided by Washington State. Use of such funds shall be limited to the purposes authorized in executed funding agreements, including Recreation and Conservation Office Agreement #14-1290D.

3. The District owns certain real property commonly known as Moorlands Elementary School, located adjacent to Moorlands Park in the City, and legally described in **Exhibit D**,

attached hereto and incorporated herein by this reference ("Moorlands Elementary School."). The District maintained Moorlands Park until June 2017.

4. The Parties desire to amend and restate the Interlocal Agreement to provide for City improvements to Moorlands Park, transfer maintenance responsibilities for Moorlands Park from the District to the City, provide for both City and District use of Moorlands Park, and provide for City use of certain parking areas owned by the District at Moorlands Elementary School, all according to terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the mutual benefits to the District, the City, and the public, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and the District hereby agree as follows:

1. **AMENDMENT.** The terms of this Agreement shall supersede and replace the terms of the Interlocal Agreement in its entirety.
2. **AUTHORITY.** This Agreement is entered into pursuant to the following: Chapter 39.34 RCW, Interlocal Cooperation Act; RCW 39.33.010, Intergovernmental Disposition of Property Act; City action of _____; and, District action of _____.
3. **MOORLANDS PARK.** The City leases to the District, and the District leases from the City, upon and subject to the terms, covenants, provisions and conditions of this Agreement, the real property and improvements commonly known as Moorlands Park (hereafter, collectively "Moorlands Park"), and located approximately as depicted in **Exhibit E**, attached hereto and incorporated herein by this reference, subject to easements and encumbrances of record. Not included herein are any rights to remove any valuable materials including minerals, timber, water, or other materials, except as specifically granted herein.
4. **DISTRICT PARKING SPACES.** The District leases to the City, and the City leases from the District, upon and subject to the terms, covenants, provisions and conditions of this Agreement, twenty-three (23) parking spaces on the Moorlands Elementary School property, and located approximately as indicated and depicted on the map attached hereto as **Exhibit E**, subject to easements and encumbrances of record ("Parking Spaces").
5. **TERM.** The initial term of this Agreement shall be perpetual, commencing on January 1, 2018 ("Commencement Date") unless earlier terminated pursuant to any of the conditions or covenants of this Agreement or pursuant to law. Either Party may unilaterally terminate this Agreement upon providing at least one (1) year's prior written notice to the other Party.
6. **PARTICIPATION FEE AND OTHER PAYMENTS.**

6.1 **Participation Fee.** In exchange for the benefits derived by the District and the public from use, operation and maintenance of Moorlands Park, the District agrees to pay to the City \$34,425 per year, in increments of \$2868 per month. The District's monthly participation fee shall be paid to the City in advance on the first day of each calendar month during the term of this Agreement without notice or demand, and without any abatement, deduction or setoff for any reason whatsoever, except as may be expressly provided for in this Agreement. No District payment, or acceptance by the City, of an amount less than the correct participation fee shall be deemed to be other than a payment on account and shall not prejudice the City's right to recover any outstanding balance. The participation fee shall be paid by transmitting the fee as follows, or as the City may designate from time to time by written notice to the District:

Payment Instructions: Deliver to City of Kenmore, PO Box 82607, Kenmore, WA 98028.

6.2 **Participation Fee Adjustment.** At the beginning of each calendar year of this Agreement, the participation fee shall be increased by the Consumer Price Index (Urban) for the Seattle-Tacoma-Bremerton area over the preceding 12-month period ending June of the preceding year.

6.3 **Late Payments.** Late payments shall accrue a late penalty of three percent (3%) of the amount due if paid more than thirty (30) days after the due date, and late interest at the rate of five percent (5%) per annum until paid in full.

7. USE OF MOORLANDS PARK

7.1 **Permitted Use.** The District may use Moorlands Park for recreation, education, and related activities and for no other purpose without the prior written consent of the City. The District agrees to abide by rules, regulations and policies regarding use and operation of Moorlands Park, as set forth in **Exhibit F**, attached hereto and incorporated herein by this reference, which rules, regulations and policies may be amended by the City, in its reasonable discretion, from time to time. The District must obtain permission in advance from the City to use loudspeakers or amplification devices, or to hold group assemblies, in Moorlands Park.

7.2 **Hours.** The right of the District to occupy and use Moorlands Park shall be limited to (1) school hours, (2) Curriculum Night, Track and Field Days and Community Partners Day, and (3) such additional occupancy and use as the District may request and the City may consent to from time to time, in the sole discretion of the City. The City may amend this occupancy and use, and the hours and priority of thereof, in its reasonable discretion from time to time by amendments to the Permitted Use and Operation of Moorlands Park exhibit, attached hereto as **Exhibit F**; provided that any such amendment shall not materially alter the District's priority use of the ballfield as set forth in **Exhibit F**.

7.3 **Easements.** The City reserves the right to grant easements, permits, licenses and other rights ("Easements") over, under, above, and across Moorlands Park, and to authorize Easement holders to enter upon Moorlands Park at all reasonable times, including during school

hours, to inspect, maintain, repair, and install improvements and facilities in Moorlands Park. Such rights shall be exercised in such a manner so as to minimize any disruption to the District.

7.4 Public Use. As set forth in Section 20 of the 1994 Interlocal Agreement, Moorlands Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk. The athletic field shall be available for scheduled reserved use described in 20.2, 20.3 and 20.4 except that field scheduling shall be controlled by the City according to Section 1.4 of Exhibit F.

7.5 Access. The City reserves the right to enter, inspect, operate, maintain, repair, and improve Moorlands Park at all reasonable times, including during school hours, for the purpose of determining and securing compliance with the terms of this Agreement and exercising its rights. The City reserves the right to prohibit use of portions of Moorlands Park, including the ballfield, during school hours for the purpose exercising its rights. Such rights shall be exercised in such a manner so as to minimize any disruption to the District.

7.6 Rules and Regulations. The District shall comply with all governmental laws, ordinances and rules, including the City's rules and policies, as set forth in **Exhibit F** and as amended from time to time, relating to the use and occupancy of Moorlands Park. The District shall not permit any objectionable action which would constitute a nuisance or commit any waste upon Moorlands Park.

7.7 Maintenance. The City shall maintain Moorlands Park in good condition and repair including, without limitation, control of noxious weeds, litter, dust, and erosion, and provision of janitorial services, including regular removal of all garbage and recycling from Moorlands Park.

7.8 Improvements. The District shall not make any alterations to Moorlands Park without the prior written consent of the City. All improvements left by the District upon Moorlands Park after termination of this Agreement shall become the sole property of the City, or if not accepted by the City, may either be removed by the City at the District's expense or required by the City of the District to be removed by the District at the District's expense. All personal property shall remain the property of the Party which supplied it.

7.9 Cooperation with Grants. The District agrees to cooperate with the City to support the City's efforts to obtain State grants or other public or private funding to assist in financing any improvements to Moorlands Park.

7.10 Relocation Assistance. The District acknowledges that this Agreement does not at any time entitle the District to assistance under the Uniform Relocation and Real Property Acquisition Policy pursuant to Chapter 8.26 RCW.

8. USE OF PARKING SPACES

8.1 Permitted Use. The City and the public may use the Parking Spaces on a non-exclusive basis for daytime parking and for no other purpose without the prior written consent of the District.

8.2 Hours. The right of the City and the public to occupy and use the Parking Spaces shall be limited to off-school hours, and to such additional time as the City may request and the District may consent to from time to time at the sole discretion of the District.

8.3 Easements. The District reserves the right to grant easements, permits, licenses, and other rights ("Easements") over, under, above, and across the Parking Spaces and to authorize Easement holders to enter upon the Parking Spaces at all reasonable times to inspect, maintain, repair, and install improvements and facilities. Such rights shall be exercised in such a manner so as to minimize any disruption to the City or the public.

8.4 Access. The District reserves the right to enter, inspect, maintain, repair and improve the Parking Spaces at all reasonable times for the purpose of determining and securing compliance with the terms of this Agreement and exercising its rights. The District reserves the right to prohibit use of portions of the Parking Spaces for the purpose of exercising its rights. Such rights shall be exercised in such a manner so as to minimize any disruption to the City or the public.

8.5 Rules and Regulations. The City shall comply with all governmental laws, ordinances and rules, including the District's rules and policies, relating to the use and occupancy of the Parking Spaces. The City shall not permit any objectionable action which would constitute a nuisance or commit any waste upon the Parking Spaces.

8.6 Maintenance. The District shall maintain the Parking Spaces in good condition and repair at its sole cost.

8.7 Improvements. The City shall not make any alterations to the Parking Spaces without the prior written consent of the District. All improvements left by the City upon the Parking Spaces after termination of this Agreement shall become the sole property of the District, or if not accepted by the District, may either be removed by the District at the City's expense or required by the District of the City to be removed by the City at the City's expense. All personal property shall remain the property of the Party which supplied it.

8.8 Relocation Assistance. The City acknowledges that this Agreement does not at any time entitle the City to assistance under the Uniform Relocation and Real Property Acquisition Policy pursuant to Chapter 8.26 RCW.

9. DISTRICT AND CITY INDEMNIFICATION AND INSURANCE

9.1 District Indemnification. The District shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from the failure to comply by the District, its

employees or its agents with any duty or obligation undertaken by them under this Agreement, or any negligence or willful misconduct of the District, its employees or agents in carrying out their duties and obligations under this Agreement.

9.2 City Indemnification. The City shall protect, save harmless, indemnify and defend, at its own expense, the District, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from the failure to comply by the City, its employees or its agents with any duty or obligation undertaken by them under this Agreement, or any negligence or willful misconduct of the City, its employees or agents in carrying out their duties and obligations under this Agreement.

9.3 Agreement Liability. No liability shall be attached to either party by reason of entering into or performing this Agreement except as otherwise expressly provided herein.

9.4 Waiver of Immunity. It is further specifically and expressly understood that each party's indemnification provided herein constitutes each party's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

9.5 Survival. The provisions of sections 9.1 through 9.5 shall survive the expiration or termination of this Agreement.

9.6 District's Insurance Requirements. The District shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained during the entire term of this Agreement, the insurance described in this Section 9, issued by an insurance company or companies licensed to do business in the state of Washington and deemed satisfactory by the City. The District shall procure and maintain the following:

a Commercial General Liability Insurance. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent including contractual liability covering all claims with respect to injuries or damages to persons or property sustained in, or about the Moorlands Park, and the appurtenances thereto, including the sidewalks and alleyways adjacent thereto, with the City named as an additional insured. Such insurance must have liability limits of not less than \$5,000,000 in respect to injury or death to any one person, not less than \$5,000,000 in respect to any one occurrence or accident, and not less than \$500,000 for property damage, with a maximum deductible amount of \$5,000. Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this Section 9 for Moorlands Park.

b Worker's Compensation Insurance. The District must maintain State of Washington worker's compensation insurance, as applicable, with respect to any work by District employees on or about Moorlands Park.

9.7 Insurance Certificates. On or before the Commencement Date, the District shall provide the City with certificates evidencing the aforesaid insurance coverage, and renewal certificates must be furnished to the City at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

9.8 District Pool Membership. The City acknowledges that the District is a member of the Washington Schools District Risk Management Pool, a self-insured governmental risk pool. Such membership satisfies all conditions set forth in this Section 9.

9.9 City's Insurance Requirements. The City shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained during the entire Term, the insurance described in this Section 9, issued by an insurance company or companies licensed to do business in the state of Washington and deemed satisfactory by the District. The City shall procure and maintain the following:

a. Commercial General Liability Insurance. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent including contractual liability covering all claims with respect to injuries or damages to persons or property sustained in, or about the Parking Spaces, and the appurtenances thereto, including the sidewalks and alleyways adjacent thereto, with the District named as an additional insured. Such insurance must have liability limits of not less than \$5,000,000 in respect to injury or death to any one person, not less than \$5,000,000 in respect to any one occurrence or accident, and not less than \$500,000 for property damage, with a maximum deductible amount of \$5,000. Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this Section 9 for the Parking Spaces.

b. Worker's Compensation Insurance. The City must maintain State of Washington worker's compensation insurance, as applicable, with respect to any work by City employees on or about the Parking Spaces.

9.10 Insurance Certificates. On or before the Commencement Date, the City shall provide the District with certificates evidencing the aforesaid insurance coverage, and renewal certificates must be furnished to City at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

9.11 City Pool Membership. The District acknowledges that the City is a member of the Washington Cities Insurance Authority, a self-insured governmental risk pool. Such membership satisfies all conditions set forth in this Section 9.

10. SUBROGATION. Each Party agrees to have included in its insurance policy a waiver of the insurer's right of subrogation against the other Party during the term of this Agreement or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible

for a casualty covered by the policy before the casualty or (ii) any other form of permission for the release of the other Party. Each Party hereby releases the other Party, with respect to any claim (including a claim for negligence) that it might otherwise have against the other Party, for loss, damage or destruction with respect to its property occurring during the term of this Agreement to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability. Nothing contained in this Section 10 shall be deemed to relieve either Party of any duty imposed elsewhere in this Agreement to repair, restore or rebuild.

11. ENVIRONMENTAL REQUIREMENTS.

11.1 Deleterious Material. The District shall not make, or suffer to be made, any filling of Moorlands Park or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Moorlands Park, except as approved in writing by the City. If the District fails to remove all non-approved fill material, refuse, garbage, wastes or any other of the above materials from Moorlands Park, the District agrees that the City may, but is not obligated to, remove such materials and charge the District for the cost of removal and disposal.

11.2 Hazardous, Toxic, or Harmful Substances. The District shall not keep, use, generate, treat, store or dispose of on or about Moorlands Park any Hazardous Substance. The District shall undertake all preventive, investigatory, or remedial actions (including emergency response, removal, and containment) that are either: (a) required by any applicable Environmental Law or governmental authority; or (b) necessary to prevent or minimize property damage, personal injury, damage to the environment, or the threat of any such damage or injury, arising from the presence of Hazardous Substances. The District shall:

- a. Immediately notify the City of (i) all spills, releases or disposal of any Hazardous Substance, or imminent threat thereof, on Moorlands Park or any properties adjacent to Moorlands Park, (ii) all failures or potential failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of Moorlands Park by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances or Environmental Law and Moorlands Park, (iv) all regulatory orders, complaints, lawsuits or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party relating to Hazardous Substances or Environmental Law and to Moorland's Park or to the District's operations; and
- b. On request, provide copies to the City of any and all correspondence, pleadings, and/or reports received by or required of the District.

If the District fails to perform any of its obligations under this Section 11, the City may perform such obligations at the District's expense.

11.3 Definitions. For purposes of this Section 11, the following definitions apply:

“Environmental Law” means any federal, state, or local law, regulation or ordinance governing any substances that could cause actual or suspected harm to human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. 9601 et seq. and Washington’s Model Toxics Control Act (“MTCA”), RCW 70.105D.010 et seq.

“Hazardous Substance” means any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous material, hazardous waste, toxic substance, or contaminant under any Environmental Law.

11.4 No Representations or Warranties.

THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF MOORLANDS PARK OR WITH RESPECT TO COMPLIANCE WITH ANY ENVIRONMENTAL LAW. THE DISTRICT ACKNOWLEDGES THAT THE DISTRICT HAS FULLY INSPECTED MOORLANDS PARK AND IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE CITY OR THE CITY’S AGENTS WITH RESPECT TO THE CONDITION OF MOORLANDS PARK, AND THE DISTRICT ASSUMES THE RESPONSIBILITY AND RISKS OF THE SAME, INCLUDING ANY DEFECTS OR CONDITIONS THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

11.5 Survival. This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. DAMAGE OR DESTRUCTION-MOORLANDS PARK. If Moorlands Park shall be damaged by fire or other casualty, the City shall use available insurance proceeds to repair Moorlands Park to the condition as it existed on the Commencement Date, except that the City shall not be required to repair or replace any alterations or improvements made by the District after the Commencement Date, unless insurance proceeds are payable on account of same. The City shall not be liable for any inconvenience or annoyance to the District or its visitors resulting in any way from such damage or the repair thereof. Notwithstanding the foregoing to the contrary, the City may elect to terminate this Agreement if Moorlands Park is damaged by fire or other casualty or cause such that: (a) more than fifty percent (50%) of Moorlands Park is affected by the damage; (b) the damage occurs less than one year prior to the end of the Term; or (c) in the City’s reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed fifty percent (50%) of the replacement value of Moorlands Park. In any such case, the City may terminate this Agreement by notice to the District within sixty (60) days after the date of damage.

13. DAMAGE OR DESTRUCTION-DISTRICT PARKING LOT. If the Parking Spaces shall be damaged by fire or other casualty, the District shall use available insurance proceeds to repair the Parking Spaces to the condition as it existed on the Commencement Date, except that the District shall not be required to repair or replace any alterations or improvements made by the City after the Commencement Date, unless insurance proceeds are payable on account of same. The District shall not be liable for any inconvenience or annoyance to the City or its visitors resulting in any way from such damage or the repair thereof. Notwithstanding the foregoing to the contrary, the District may elect to terminate this Agreement if the Parking Spaces are damaged

by fire or other casualty or cause such that: (a) more than fifty percent (50%) of the Parking Spaces are affected by the damage; (b) the damage occurs less than one year prior to the end of the Term; or (c) in the District's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed fifty percent (50%) of the replacement value of the Parking Spaces. In any such case, the District may terminate this Agreement by notice to the City within sixty (60) days after the date of damage.

14. DEFAULT. The City shall provide the District a notice of default ("Default Notice") in writing thirty (30) days before exercising the rights set forth herein. A default in monetary obligations, such as payment of Participation Fee, must be cured within thirty (30) days of the date of the Default Notice. In the event of any material breach of any provision of this Agreement by the District, the City shall be entitled to terminate this Agreement and to seek any other remedies set forth in this Agreement or otherwise available at law or equity. The City shall not terminate this Agreement if the breach pertains to a matter other than the payment of any monies due under this Agreement, and the District promptly commences to cure the breach and shall cure the breach within forty-five (45) days of the Default Notice. If such breach is non-monetary in nature, and, as determined by the City, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), the District shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If the District fails to cure a material breach, all District owned improvements shall at the option of the City, be removed by the District, be removed by the City at the District's cost, or become the property of the City. Waiver or acceptance of any default of the terms of this Agreement by the City shall not operate as a release of the District's responsibilities for any prior or subsequent default.

15. GENERAL PROVISIONS.

15.1 Nondiscrimination. Each Party, for itself, its successors and assigns as part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and antidiscrimination requirements, including, but not limited to Chapter 49.60 RCW.

15.2 Assignment. Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred, whether voluntarily or involuntarily, or by operation of law or otherwise, without the prior written consent of the Parties. In the event that the District allows others to use any portion of Moorlands Park, whether by written or verbal agreement without the City's prior written approval, the City, in addition to or in lieu of terminating this Agreement for default, and in addition to any damages it may experience, may demand a share of any revenue generated by such unauthorized use. The City shall set the amount of said share and its decision shall be final and binding. The City may demand such share at any time during the term of this Agreement. The District shall pay said share to the City within thirty (30) days of demand. The District agrees to pay said share retroactively to the date the unauthorized third-party use of Moorlands Park commenced. Furthermore, such unauthorized assignment shall not relieve the District hereunder from all of its obligations under this Agreement, including but not limited to, payment of Rent and maintenance of insurance.

15.3 Limitation of Liability. The District shall look only to the City's interest in Moorlands Park for the satisfaction of the District's remedies, for the collection of a judgment (or other judicial process) requiring payment of money by the City in the event of any default by the City hereunder, and no other property or assets of the City shall be subject to levy, execution or other enforcement procedure for the satisfaction of the District's remedies under or with respect to this Agreement, the relationship of the City and District hereunder or the District's use or occupancy of Moorlands Park.

15.4 Force Majeure. The Parties shall not be required to perform any of their respective obligations under this Agreement, nor be liable for loss or damage for failure to do so, where such failure arises from or through Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire and casualty, legal requirements, shortages or inability to obtain materials or equipment, energy shortage, or causes beyond the reasonable control of the Parties.

15.5 Liens. The District shall not suffer or permit any mechanic's liens or materialman's liens to be filed against Moorland Park or against the District's leasehold interest in Moorlands Park.

15.6 Modifications. This Agreement contains all the agreements and conditions made between the Parties pertaining to the lease of Moorlands Park and the Parking Spaces and may not be modified orally or in any other manner other than by a written agreement signed by the Parties. The receipt of the Participation Fee by the City, with knowledge of any breach of this Agreement by the District, and/or with knowledge of any default on the part of the District, shall not be deemed to be a waiver of any provision of this Agreement. Failure on the part of the City to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of the City to enforce the same in the event of any subsequent breach or default.

15.7 Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the City except to the extent that the same are expressed in the Agreement.

15.8 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only, and shall have no effect on the construction or interpretation of any part hereof.

15.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.10 Attorneys' Fees. In the event of controversy, claim, or dispute arising out of this Agreement, each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

15.11 Venue. The Parties agree that the venue of any action or suit concerning this Agreement shall be in the King County Superior Court, and all actions or suits thereon shall be brought therein, unless applicable law provides otherwise.

15.12 Notices. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the Parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other Party.

If to City: City of Kenmore
 Attn: City Manager
 18120 68th Avenue NE
 P.O. Box 82607
 Kenmore, WA 98028
 Ph: (425) 398-8900
 Fax: (425) 481-3236

If to District: Northshore School District
 Attn: _____
 22105 23rd Drive SE
 Bothell, WA 98021
 Ph: (425) _____
 Fax: (425) _____

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date first written above.

CITY:
CITY OF KENMORE
A WASHINGTON STATE MUNICIPAL CORPORATION

By: _____

Name: Rob Karlinsey_

Title: City Manager

APPROVED AS TO FORM:

ROD KASEGUMA
CITY ATTORNEY

DISTRICT:
NORTHSHORE SCHOOL DISTRICT NO. 417
A WASHINGTON STATE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

CITY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **CITY OF KENMORE**, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 20____.

Printed _____
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

DISTRICT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the Northshore School District No. 417 that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 20____.

Printed: _____
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

EXHIBIT A

**INTERLOCAL AGREEMENT FOR THE COOPERATIVE USE,
MAINTENANCE AND DEVELOPMENT OF
MOORLANDS PARK
JUNE 13, 1994**

01/16/00 12:01 FAX 206 203 3363
02/10/2000 12:26 FAX 206 203 3363

KING COUNTY PARKS

48002

Attachment to Contract No.

**INTERLOCAL AGREEMENT
FOR THE COOPERATIVE USE, MAINTENANCE AND DEVELOPMENT OF
MOORLANDS PARK**

THIS AGREEMENT is made on this 13 day June of 1994, by NORTHSHORE SCHOOL DISTRICT NO. 417 ["District"] and KING COUNTY ["County"], collectively referred to in this Agreement as "Parties" or "Parties to the Agreement."

RECITALS

1. The District owns certain real property known as Moorlands Elementary School which is located adjacent to the County's Moorlands Park.
2. The County owns certain real property known as Moorlands Park where the District has expressed an interest to make certain improvements to, use and maintain the park, including the baseball field and backstop, and to manage the site for public parks and recreation and school purposes.
3. The District and the County have determined that the public interest would be best served with the least expenditure of public funds by a two party agreement authorizing the District to make improvements to the field facilities and assume responsibility to schedule the use of and maintain the property for public parks and recreation and school purposes.
4. The District and the County therefore enter into this three part agreement; Part I General Terms, Part II Execution of Improvements and Part III Use of Improvements.
5. It is the hope and intent of the parties to the agreement to renegotiate and extend the term of this agreement upon the conclusion of the initial 10 year term.

GENERAL TERMS

6. **AUTHORITY.** This Agreement is entered pursuant to Washington Statute Chapter 39.34 RCW (Interlocal Cooperation Act).
7. **TIME PERIOD.** The term of this Agreement is ten (10) years. The Agreement shall be renewed automatically for succeeding periods of five (5) years each. Either Party may decline to renew or further renew by so notifying the other Party in writing. Such notices must be delivered to the other Party no less than eighteen (18) months before the date of the expiration of the agreement.
8. **OWNERSHIP.** The real property and fixtures shall remain the property of County. Any personal property stored on the property (e.g., lawn mowers) will remain the property of the Party which supplied it.
9. **GENERAL MAINTENANCE.** The District will perform all routine and special maintenance, repairs, field preparations and cleanup necessary for the public's and school use of the Moorland Park property. Disputes concerning maintenance and

01/12/00 12:01 FAX 4040000000
02/10/2000 12:26 FAX 106 203 5385

NSD CAR FROM
KING COUNTY PARKS

0000
0000

repair work shall be resolved through the Dispute Resolution process described Section 22, *infra*.

10. **ALTERATIONS TO PROPERTY.** Written permission to make alterations to the park must be requested and obtained in advance from the Parks Division. This includes improvement projects performed by volunteers using donated materials.

11. **USE OF LOUDSPEAKERS.** Permission to use loudspeakers, or amplification or hold group assemblies must be obtained in advance from the Parks Division.

12. **INDEMNIFICATION.** Both Parties to the Agreement agree in the case of all third party claims, actions or causes of actions of whatsoever kind or nature made or asserted against either or all of them and arising out of the improvements, use of operation of the property, each will be liable to the other only to the extent of each Party's fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of a party to this agreement, such Party shall have the duty to defend, save and hold harmless, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other parties to this agreement in defense of any such third party claims or actions.

13. **HAZARDOUS SUBSTANCES.** The District shall not, without first obtaining the County's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic in accordance with applicable federal, state, and local laws and regulations in any reportable quantities ("Hazardous Substances") in, on or about the Facility. In the event, and only in the event, the County approves such Release of Hazardous Substances on the Facility, the District agrees that such Release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. The District shall indemnify, hold harmless and defend the County from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees arising out of or in any way related to the Release by the District, or any of its agents, representatives, or employees or the presence of such Hazardous Substances in, on or about the Facility occurring at any time after the Commencement Date to the full extent of the District's liability therefore.

14. **ASSIGNMENT.** The District will not assign or sublet its rights or responsibilities under this Agreement without the written authorization of the County.

15. **SEVERABILITY.** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.

16. **TERMINATION.** Pursuant to the terms and conditions of this agreement, this agreement may be terminated upon written mutual agreement between the parties hereto. Either party may terminate the agreement unilaterally after giving one year prior written notice to the other party.

01/16/00 11:06 FAX 200 200 3300
02/10/2000 12:27 FAX 200 200 3300

NOV 01 1999
NORTH SHORE SCHOOL DISTRICT

17. **INTEGRATION.** This writing contains all terms of this Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each Party's representative.

EXECUTION OF IMPROVEMENTS

18. **FINANCING OF IMPROVEMENTS:** Improvements may be constructed by either Party. For each such improvement the Parties shall agree on which Party shall be responsible for costs. The District shall be responsible for all costs related to maintenance and repairs made to the property.

The County shall have the right to review and approve the District's improvement proposals prior to submission of the proposal for competitive construction bids; which approval shall not be unreasonably withheld. For improvements contemplated by the County, the County shall consult with the District. All improvements shall serve public parks and recreation purposes, and may also serve school purposes.

19. **CONSTRUCTION OF IMPROVEMENTS:**

A. **Supervision and Compliance:** The Party responsible for constructing improvements shall perform the duties of the "Owner" as defined in the contract documents and specifications. In the construction of the improvements to the property, the Party responsible for construction shall comply with all applicable laws, statutes, rules, regulations and ordinances applicable to the Parties to the agreement, including, without limitation, all necessary governmental permits and approvals.

B. **License to Enter Property:** The County agrees to grant to the District such licenses to enter upon its real property as may be necessary for the exercise of the rights and obligations set forth herein and for the implementation of the Facility.

USE OF FIELD

20. **PRIORITIES OF USE.**

20.1 It is understood the park shall remain open and available to the public for recreational purposes at all times, during normal park hours from dawn to dusk. The athletic field shall be available for scheduled reserved use described in 20.2, 20.3 and 20.4. *Infra*.

20.2 During the regular school term and usual hours of operation when students are on site, weekdays from approximately August 25 to June 15, except school holidays, the District shall have first priority for scheduled use of the athletic field. Use by the District shall consist of the District's students, personnel and guests at school sponsored activities within the time reserved for the District.

20.3 Kenmore Little League shall receive first priority for scheduled use of the ballfield after the school day and weekends, during Little League season.

01/16/99 12:04 FAX 206 203 3345
02/16/2000 12:27 FAX 206 203 3345

KING COUNTY PARKS

02/16/2000 12:27 FAX 206 203 3345

At all other times priorities shall be: the County, the District, other scheduled users and finally unscheduled users. Such use and user groups shall be controlled by the District.

20.4 The Parties agree that all uses scheduled or permitted by either of them shall be reasonably appropriate.

21. DISPUTE RESOLUTION MEETINGS. The Parties' representatives shall meet as necessary to discuss any issues either wishes to raise concerning use, maintenance and repair, including, but not limited to, allocation of responsibility and quality of past performance.

22. USER FEES. The District shall not assess fees for the use of property without prior written approval of King County Parks Division.

NORTHSHORE SCHOOL DISTRICT

By: Karen A. Forys
Karen A. Forys
Title: Superintendent
Date: 12/6/94

KING COUNTY

By: Gary Lichten
Gary Lichten
Title: Executive
Date: 6/13/95

APPROVED FOR ENTRY

By: Linda Dougherty
Linda Dougherty
Title: Manager, Parks Division
Date: 12/9/94

APPROVED AS TO FORM:

By: Paula
Paula
Title: ORA
Date: 5-18-95

EXHIBIT B

**ASSIGNMENT OF INTERLOCAL AGREEMENT AND
CONSENT TO ASSIGNMENT
MARCH 19, 2001**

Contract No. 00-C88

**ASSIGNMENT OF INTERLOCAL AGREEMENT AND CONSENT TO
ASSIGNMENT**

ASSIGNMENT. FOR VALUE RECEIVED, and by mutual agreement, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, (the "ASSIGNOR"), hereby assigns its June 13th 1994 Interlocal Agreement with NORTHSORE SCHOOL DISTRICT NO. 417, a municipal corporation of the State of Washington, (the "DISTRICT"), for the cooperative use, maintenance and development of Moorlands Park, to the CITY OF Kenmore, a political subdivision of the State of Washington, (the "ASSIGNEE"). As consideration for this Assignment and for the Consent of the DISTRICT, the ASSIGNEE hereby fully assumes and agrees to perform and be bound by any and all covenants, conditions, terms, stipulations, duties, and agreements contained in the June 13th 1994 Interlocal Agreement. As further consideration, the ASSIGNEE hereby agrees to fully defend, indemnify, and hold harmless the ASSIGNOR for any and all liabilities, costs, and attorney fees whatsoever, associated with, or arising from the June 13th 1994 Interlocal Agreement, and/or any use of Moorlands Park.

CONSENT TO ASSIGNMENT: The DISTRICT hereby fully consents to this Assignment of the June 13th 1994 Interlocal Agreement from the ASSIGNOR to the ASSIGNEE. The DISTRICT hereby fully releases the ASSIGNOR from any and all covenants, conditions, terms, stipulations, duties, and agreements contained in the June 13th 1994 Interlocal Agreement, and from any liability arising out of said Interlocal Agreement, and/or the use of Moorlands Park.

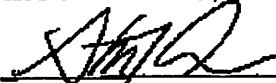
IN WITNESS WHEREOF, the parties have executed this Assignment and Consent of Assignment.

ASSIGNOR:
KING COUNTY, WASHINGTON

ASSIGNEE:
CITY OF KENMORE, WASHINGTON



King County Parks Director



City Manager



Date

December 11, 2000

Date

RECEIVED

MAR 30 2001

Department of Parks
and Recreation

EXHIBIT C

**MOORLANDS PARK
LEGAL DESCRIPTION**

Parcel A:

South 100 feet of the North 330 feet of the East 480 feet of the NE 34 of the southeast quarter of Section 13, Township 26 North, Range 4 East, W.M., in King County, Washington;

Except portion thereof conveyed to King County for road by deed recorded under recording number 2828743;

(Being known as Tract 3, Block A, Moorland Heights, according to the unrecorded plat thereof).

Parcel B:

South 200 feet of the North 530 feet of the West 200 feet of the East 480 feet of the northeast quarter of the southeast quarter of Section 13, Township 26 North, Range 4 East, W.M., in King County, Washington, Also the South 16 feet of the North 530 feet of the West 250 feet of the East 280 feet of the northeast quarter of the southeast quarter of said Section 13;

(Being known as the West 200 feet of Lots 4 & 5, Block A, together with the South 16 feet of the East 250 feet of Lot 5, Block A, Moorland Heights, an unrecorded plat).

Parcel C:

The West 200 feet of the East 680 feet of the South 300 feet of the North 530 feet of the northeast quarter of the southeast quarter of Section 13, Township 26 North, Range 4 East, W.M, in King County, Washington, Also the South 16 feet of the North 530 feet of the West 250 feet of the East 930 feet of said northeast quarter of the southeast quarter in said Section 13;

(Being known as the East 200 feet of Tracts 20, 21 & 22, Block A, together with the South 16 feet of the West 250 feet of Tract 20, Block A, Moorland Heights, according to the unrecorded plat thereof).

Parcel D:

The South 184.00 feet of the North 514.00 feet of the East 280.00 feet of the northeast quarter of the southeast quarter of Section 13, Township 26 North, Range 4 East, W.M., in King County, Washington;

Except the East 30.00 feet thereof conveyed to King County for road by deed recorded under recording number 2828743, records of King County, Washington

(Being known as the East 250.00 feet of Lot 4, Block A, and the East 250 00 feet of the North 84.00 feet of Lot 5, Block A, Moorland Heights, according to an unrecorded plat thereof).

EXHIBIT D

**MOORLANDS ELEMENTARY SCHOOL
LEGAL DESCRIPTION**

The West 250 feet of Lots 7 and 8, all of Lots 9 and 16, and the East 250 feet of Lots 17, 18 and 19, the West 150 feet of Lot 6, and the North 15 feet of the East 300 feet of Lot 6 in Block "A" of Moorland Heights, an unrecorded plat, situate in the County of King, State of Washington.

EXHIBIT E

MAP OF MOORLANDS PARK AND MOORLANDS SCHOOL

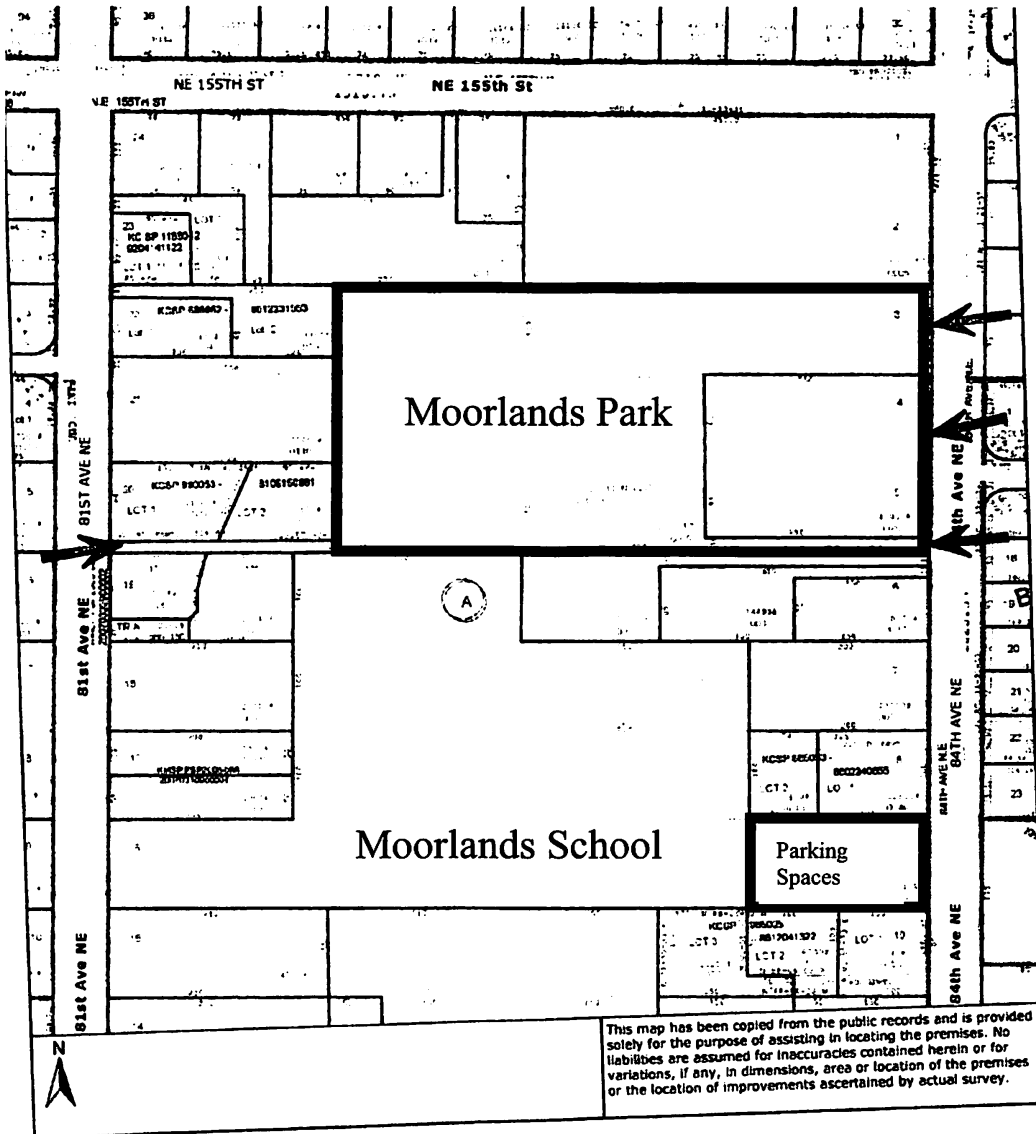


EXHIBIT F

PERMITTED USE AND OPERATION OF MOORLANDS PARK AND MOORLANDS SCHOOL PARKING SPACES

1. Operations.

1.1 Operating Protocol.

Within one-hundred twenty (120) days of final completion of the improvements to Moorlands Park planned by the City, including improvements to the ballfield, representatives from the City and the District shall meet to create more specific operating protocols and procedures, including but not limited to scheduling coordination, repair and maintenance activities, and other operating procedures. Representatives of the City and the District shall meet annually between January 1 and June 30 to review use of Moorlands Park and the Parking Spaces, related maintenance needs, physical improvements, repair and maintenance activities, scheduling questions, and any other common interests and matters which may arise concerning the park and parking facilities. The representatives shall cooperate in good faith in discussing and recommending resolutions to any issues which may arise under this Agreement.

1.2 Disputes.

In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten (10) working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing within seven (7) working days, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.

1.3 Hours.

The City shall establish and post reasonable hours of operation. Field access may be limited temporarily when necessary, in the sole judgement of the City, to protect the condition of the grass. The ballfield shall be available for scheduled reserved use. During the regular school term and usual hours of operation when students are on site, which are weekdays from approximately August 25 to June 15 (as amended from time to time), except school holidays, the District shall have first priority for scheduled use of the ballfield unless closed due to weather or field condition. Use by the District shall consist of the District's students, personnel and guests at school-sponsored activities within the time reserved for the District. At all other times, use and user groups shall be controlled by the City. The Parties agree that all uses scheduled or permitted by either party shall be reasonably appropriate.

1.4 Scheduling.

The City shall be responsible for the operation and scheduling of the ballfield, whether performed by the City directly or caused to be performed through use of third parties.

15 Maintenance.

The City shall maintain or cause to be maintained Moorlands Park as set forth in Section 7.7 of the Agreement. The District shall maintain or cause to be maintained the Parking Spaces as set forth in Section 8.6 of the Agreement.

1.5 User Fees.

The City may establish fees for scheduling, preparation and use of the ballfield outside of school hours. Such fees shall be established solely by the City, consistent with any applicable requirements with grant funding agencies.

1.6 Signage.

The City may post signage near the District Parking Spaces indicating their availability for public use by park visitors and include directional information to the park entry.

1.7 Gate.

A secondary gate may be installed by the District to control school access beyond the Parking Spaces. This secondary gate will be operated by the District. Unless otherwise agreed to, the existing primary gate located at 84th Avenue NE will be closed by the City at dusk and opened by the District at the start of each school day. At all other times, the City will be responsible for closing and opening the primary gate.



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

Subject/Topic: Resolution No. 17-303 Adopting Updated Purchasing and Contracting Policies and Procedures Proposed Council Action/Motion: Approve Resolution No. 17-303 Adopting Revised Purchasing Policies and Procedures and Repealing Resolution No. 11-190, 15-255, and 17-302.	For Council Meeting Agenda of: November 27, 2017 Department: Finance & Administration Prepared by: Joanne Gregory/Janet Quinn <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: <u>Janet 11/17/17</u> Approved by City Manager: <u>Joanne</u> Exhibits/Attachments: Resolution No. 17-303 Revised Purchasing and Contracting Policies and Procedures
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INFORMATION/BACKGROUND:

The proposed revisions to the Purchasing and Contracting Policies and Procedures were presented to the City Council for review at the November 13, 2017 Council meeting.

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.

Resolution No. 17-303 would provide for adoption of the revised Purchasing and Contracting Policies and Procedures.
<u>FISCAL CONSIDERATION:</u> N/A
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Efficient and Effective Services

**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. 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 27th DAY OF NOVEMBER, 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 restrictive</i> \$3,000 federal threshold	\$3,000 or less <i>Must use more restrictive</i> \$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 more restrictive:</i> City threshold or \$150,000 Federal threshold	<i>Must use more restrictive:</i> 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 more restrictive:</i> 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 more restrictive:</i> 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/Designee	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/Designee	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 Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Approve Beverages for City Hall Meetings and Guests and City Employees	For Council Meeting Agenda of: November 27, 2017 Department: Finance and Administration Prepared by: Joanne Gregory <u>Initial & Date</u> Approved by Department Head: <u>JWG 11-17-17</u> Approved by City Attorney: _____ Approved by Finance Director: <u>JWG 11-17-17</u> Approved by City Manager: <u>JWG</u>
Proposed Council Action/Motion: Motion to Approve City Expenditures for Beverages for City Hall Meetings and Guests and City Employees	Exhibits/Attachments: None
<u>INFORMATION/BACKGROUND:</u> In November 2013, at the conclusion of the 2011 and 2012 audits, the State Auditor provided a recommendation that, if the City were to provide coffee to employees, the City should develop a policy to do so. The City Council is asked to approve this action, recognizing it is an additional employee benefit of a de minimis nature. The motion requested above would approve the use of City expenditures to provide coffee and other beverages to guests at City Hall for business and meetings, as well as for use by City employees during the work day and evening hours; the benefit to the City and employees being to support employee productivity and satisfaction. The motion, if approved, will be incorporated into future updates to personnel benefits and expenditure reimbursement policies.	
<u>FISCAL CONSIDERATION:</u> Expenditures will be held to a reasonable level and will not negatively impact the budget.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To recognize that the City's employees are the organization's most important asset and resource for providing quality public services to the citizens of Kenmore per Resolution No. 16-288.	

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Subject/Topic:
August 2017 Financial Report

Prepared by: Joanne Gregory

pk

Exhibits/Attachments:	
August 2017 Financial Report for the City of Kenmore, Washington.	

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.



PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: November 16, 2017
RE: August 2017 Financial Reports for the City of Kenmore, Washington

August 2017 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Investment Schedule
- Cash and Investment Report
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Report for Transportation Benefit District

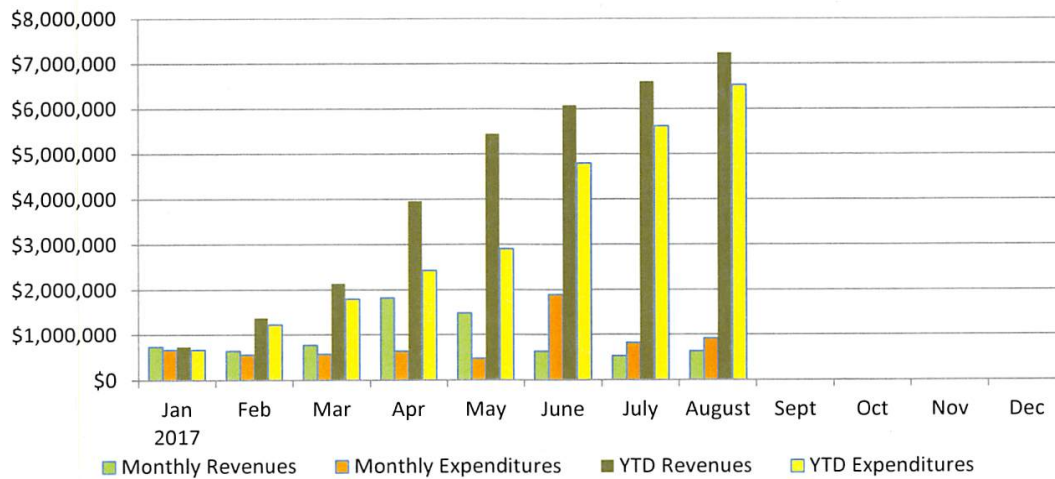
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, August is the eighth month (32%) of the 2017-2018 biennial budget period. For the month of August, expenditures exceeded revenue in the General Fund by \$277,614. During the biennium revenues exceed expenditures by \$710,050.

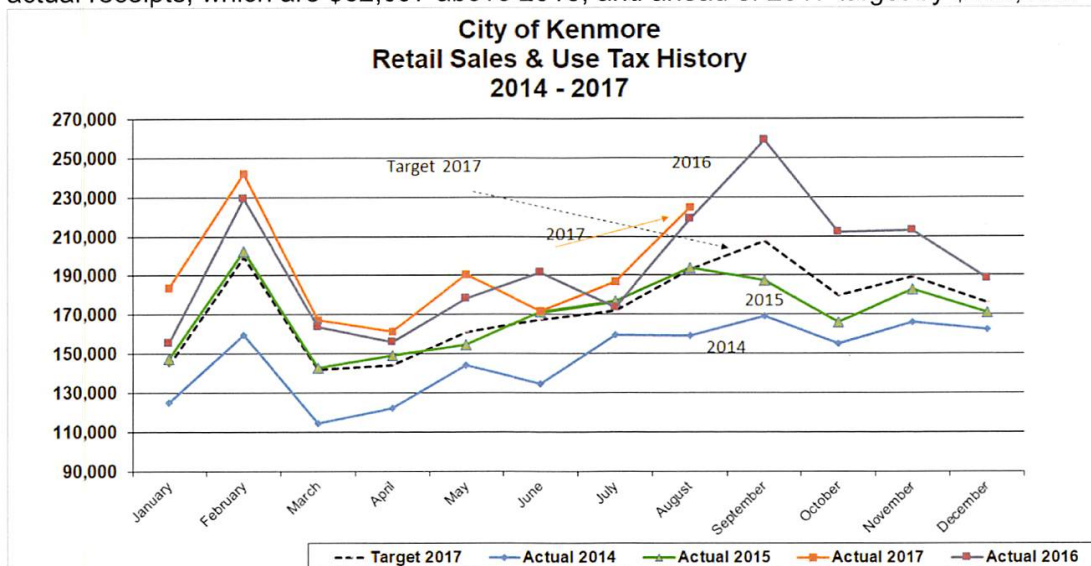
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through August 2017.

City of Kenmore, Washington
Monthly Financial Report
August 2017



Total **revenues** for the month were **\$631,154**. Biennium to date revenues are \$7,236,181, which is 30% of the budgeted revenues of \$23,533,174. Primary sources of revenue for the month included property taxes in the amount of \$18,630, development fees & permits in the amount of \$81,551, retail sales and use taxes in the amount of \$225,046, franchise fees in the amount of \$153,964, and utility taxes in the amount of \$78,537

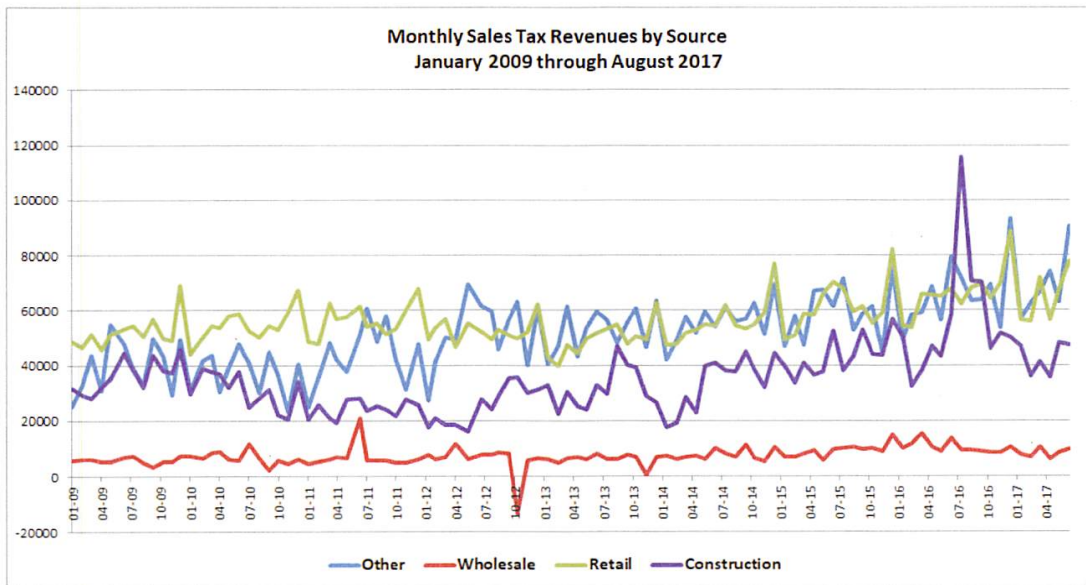
A summary of sales tax revenues received in August is attached. These receipts are based on June sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2017 line is a monthly average of actual receipts during 2014, 2015, and 2016. The orange line represents 2017 actual receipts, which are \$62,597 above 2016, and ahead of 2017 target by \$206,938.



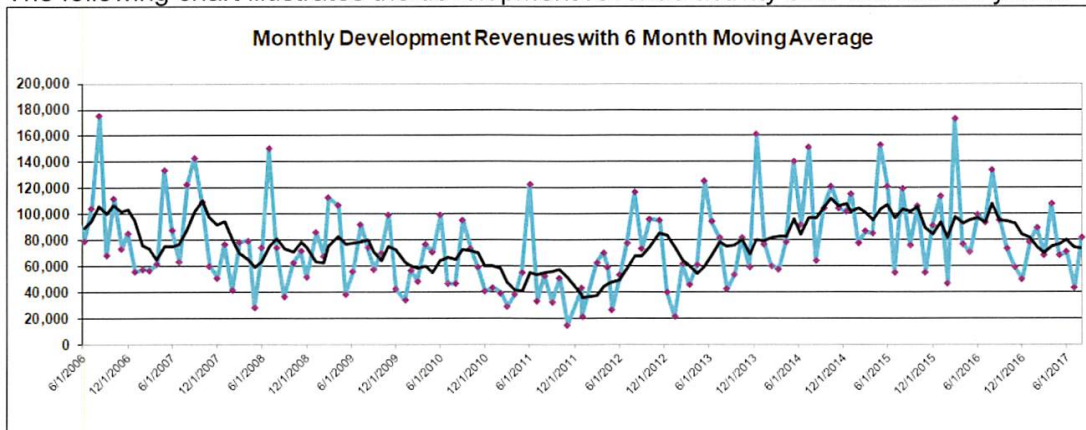
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through August 2017.

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City of Kenmore, Washington
Monthly Financial Report
August 2017



The following chart illustrates the development revenue activity over the last ten years.



August 2017 expenditures were **\$908,768**. Biennium to date expenditures are \$6,526,131, which is 28% of the amended biennial budget expenditures of \$23,535,546.

Total City cash (\$17,128,212) and long term investments (\$11,860,625), at the end of August, totaled \$29,988,837. Proposition 1 levy funds of \$9.8M are included in this cash balance. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

Total non-General Fund revenues were \$313,016 and total non-General Fund expenditures were \$1,413,780.

City of Kenmore, Washington
Monthly Financial Report
August 2017

In the **Street Fund** revenue from gas tax distributions was \$41,961. \$61,575 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$533,630 for all projects. The fund had Sidewalk and other pedestrian & bike safety projects expenditures of \$508,081 during the month.

The **Park Impact Fee** fund received \$5,130 in revenues during the month.

There was \$18,982 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$114,754 of real estate excise taxes (REET) in August from sales activity that occurred in July. 35 transactions were reported this month. The 2017 year to date revenue exceeds the 2016 revenue by \$119,677 and the 2017 Target by \$316,549.

The **Kenmore Village** Fund expended \$60,758 during the month for the Town Green project.

The **Walkways & Waterways Debt Service** Fund collected \$4,791 in property taxes related to the Prop 1 Bond.

The **Transportation Benefit District** Fund received \$25,488 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **August 31, 2017**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
August 31, 2017



	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2016			
	MONTH August 2017	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018	MONTH August 2015	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016
REVENUES								
Beginning Fund Balance		2,981,035		3,131,687				
Property Taxes	18,630	2,532,303	26.9%	9,408,704	17,093	2,407,804	26.5%	9,075,766
Sales and Use Taxes	282,493	1,931,738	35.9%	5,376,291	245,869	1,692,760	33.9%	5,000,532
Utility Taxes	78,537	894,394	32.9%	2,717,485	88,952	833,228	30.2%	2,763,390
Other Taxes	13,794	60,178	27.6%	218,113	14,761	43,155	38.3%	112,720
Development Fees & Permits	81,551	607,355	34.4%	1,764,518	119,562	814,203	37.8%	2,151,432
Franchise Fees	153,964	655,518	39.3%	1,668,476	0	595,889	36.7%	1,622,160
Intergovernmental and Grants	0	292,059	34.7%	841,615	370	214,470	30.3%	707,370
Investment Interest	-4,622	87,634	168.5%	52,000	6,265	56,543	111.5%	50,700
Fines and Forfeitures	-323	-958	0.0%	0	-328	-2,547	n/a	0
Transfers and Other Revenues	7,130	175,960	11.8%	1,485,972	3,072	44,077	8.1%	541,200
Total Revenues	631,154	7,236,181	30.7%	23,533,174	495,616	6,699,583	30.4%	22,025,270
Total Revenues & Beginning Fund Balance		10,217,217		26,664,861				22,025,270

	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2016			
	MONTH August	BIENNIUM TO DATE 2017-2018	% of BUDGET	BUDGET 2017-2018	MONTH August 2015	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016
EXPENDITURES								
<u>Cost Center</u>								
City Council	7,875	117,178	35.6%	329,426	14,045	114,586	34.9%	328,435
City Manager	150,908	999,570	30.0%	3,328,297	138,272	929,913	28.8%	3,233,222
City Clerk	10,287	157,178	37.0%	425,368	8,448	98,995	35.7%	277,683
Finance	85,451	662,051	39.6%	1,672,775	61,292	543,026	36.4%	1,490,155
Legal	39,454	171,567	34.3%	500,000	20,810	90,404	12.9%	700,000
Interfund Transfers	0	0	0.0%	1,328,228	0	0	0.0%	3,552,671
Public Safety	343,654	2,319,390	26.3%	8,806,304	401,936	2,381,269	29.2%	8,160,115
Engineering & Environmental Services	81,453	451,218	31.9%	1,415,011	102,508	592,453	34.0%	1,743,950
Community Development	49,717	367,246	21.4%	1,715,510	30,543	269,466	32.5%	830,030
Developmental Services	71,147	685,004	33.1%	2,071,288	56,876	563,323	32.1%	1,755,050
Parks & Facility Maintenance	68,822	595,730	30.7%	1,943,339	72,823	508,093	25.0%	2,029,409
Total Expenditures	908,768	6,526,131	27.7%	23,535,546	907,553	6,091,527	25.3%	24,100,720
Ending Fund Balance		3,691,085		3,129,315			0.0%	-2,075,450
Total Expenditures and Ending Fund Balance		10,217,217		26,664,861				22,025,270

*Non-Departmental expenditures have been moved to other General Fund Cost Centers

**City of Kenmore, Washington
General Fund Revenue Graphs
August 31, 2017**

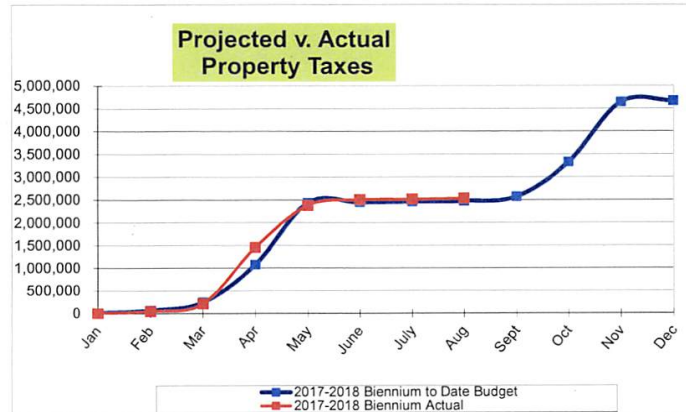
PROPERTY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	14,999	7,159
Feb	72,766	52,998
Mar	244,307	216,659
Apr	1,080,675	1,458,691
May	2,436,106	2,381,369
June	2,449,155	2,502,483
July	2,462,094	2,513,673
Aug	2,475,845	2,532,303
Sept	2,569,762	
Oct	3,327,586	
Nov	4,641,977	
Dec	4,668,509	

Year To Date

Actual v. Projected

102%



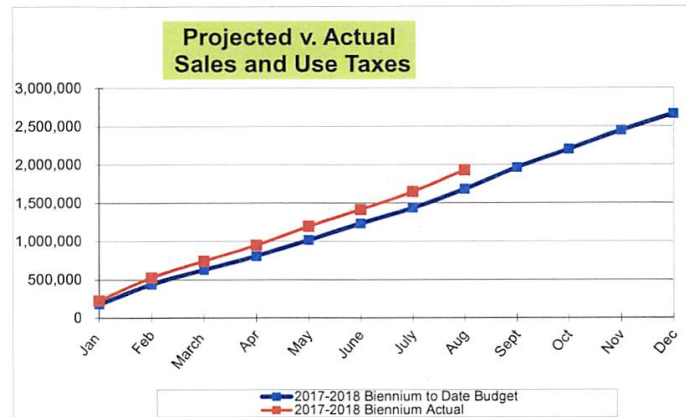
SALES, USE, CRIM JUSTICE TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	181,988	230,735
Feb	444,109	532,573
March	630,669	745,832
Apr	810,768	950,976
May	1,017,858	1,195,423
June	1,233,592	1,414,459
July	1,434,497	1,649,245
Aug	1,683,249	1,931,738
Sept	1,964,078	
Oct	2,203,743	
Nov	2,446,195	
Dec	2,661,530	

Year To Date

Actual v. Projected

115%



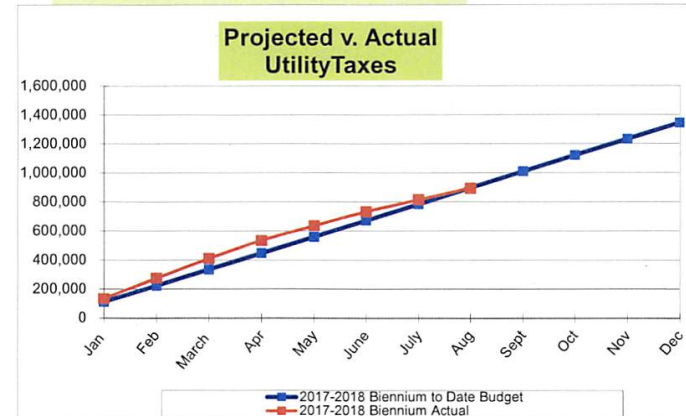
UTILITY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	112,108	135,701
Feb	224,215	276,651
March	336,323	411,873
Apr	448,430	536,574
May	560,538	637,705
June	672,645	734,068
July	784,753	815,857
Aug	896,860	894,394
Sept	1,008,968	
Oct	1,121,075	
Nov	1,233,183	
Dec	1,345,290	

Year To Date

Actual v. Projected

100%

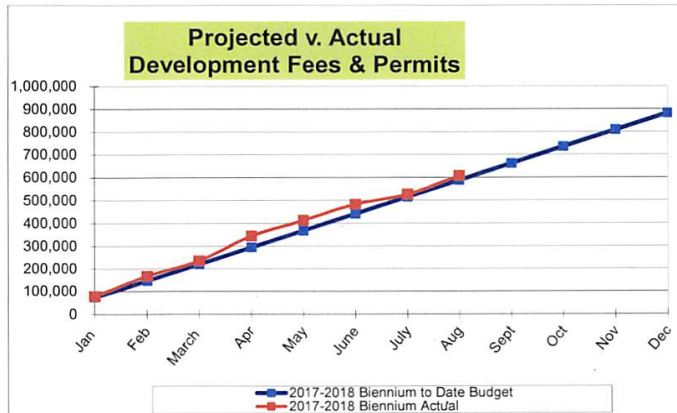


**City of Kenmore, Washington
General Fund Revenue Graphs
August 31, 2017**

DEVELOPMENT FEES & PERMITS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	73,522	78,185
Feb	147,043	167,832
March	220,565	235,930
Apr	294,086	343,704
May	367,608	412,106
June	441,130	482,823
July	514,651	525,803
Aug	588,173	607,355
Sept	661,694	
Oct	735,216	
Nov	808,737	
Dec	882,259	

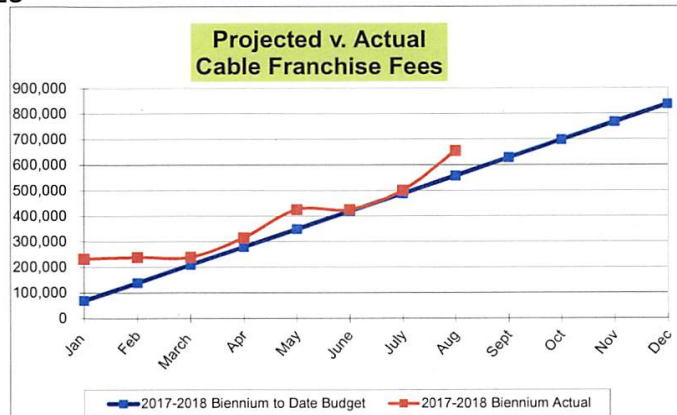
Year To Date
Actual v. Projected 103%



CABLE/WATER/SEWER FRANCHISE FEES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	69,791	232,484
Feb	139,582	239,162
March	209,374	239,162
Apr	279,165	315,423
May	348,956	425,607
June	418,747	425,607
July	488,538	501,554
Aug	558,329	655,518
Sept	628,121	
Oct	697,912	
Nov	767,703	
Dec	837,494	

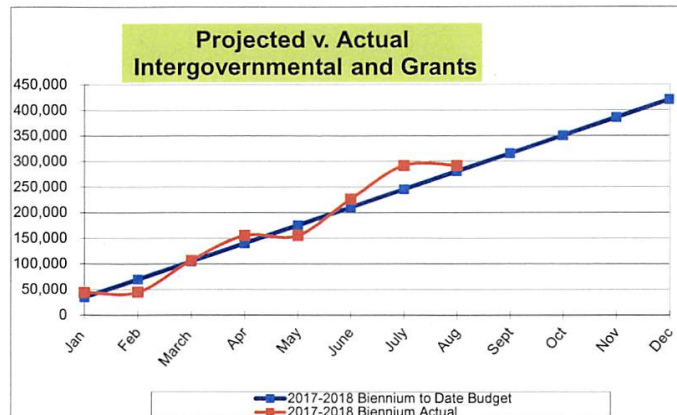
Year To Date
Actual v. Projected 117%



INTERGOVERNMENTAL & GRANTS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	35,067	44,456
Feb	70,135	45,189
March	105,202	107,311
Apr	140,269	155,316
May	175,337	155,316
June	210,404	226,540
July	245,471	292,059
Aug	280,539	292,059
Sept	315,606	
Oct	350,673	
Nov	385,741	
Dec	420,808	

Year To Date
Actual v. Projected 104%



**City of Kenmore, Washington
General Fund Revenue Graphs
August 31, 2017**

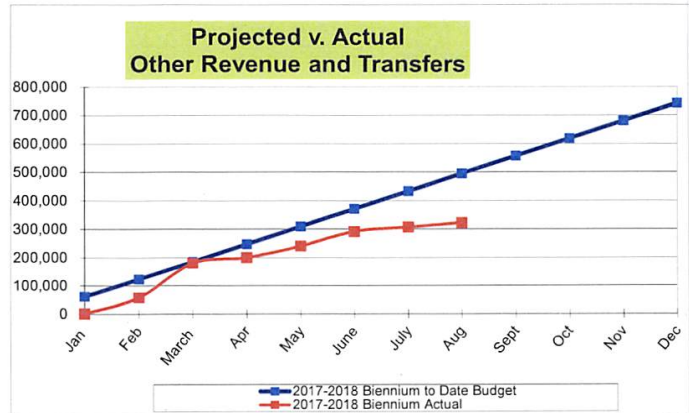
OTHER REVENUES AND TRANSFERS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,916	999
Feb	123,831	58,260
March	185,747	181,032
Apr	247,662	200,565
May	309,578	240,545
June	371,493	291,769
July	433,409	306,836
Aug	495,324	322,815
Sept	557,240	
Oct	619,155	
Nov	681,071	
Dec	742,986	

Year To Date

Actual v. Projected

65%



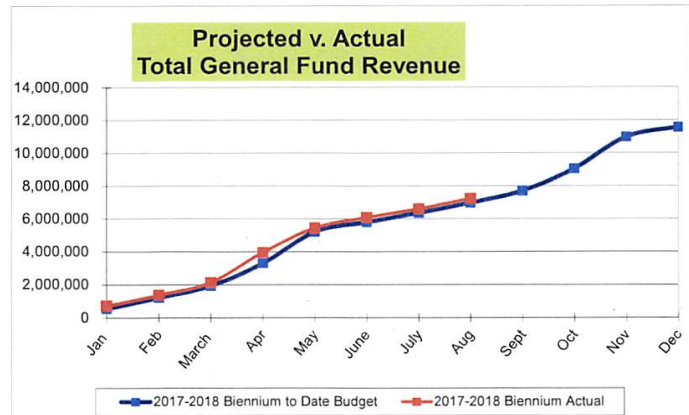
TOTAL GENERAL FUND REVENUE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	549,390	729,719
Feb	1,221,682	1,372,665
March	1,932,185	2,137,799
Apr	3,301,055	3,961,250
May	5,215,979	5,448,071
June	5,797,166	6,077,749
July	6,363,413	6,605,027
Aug	6,978,318	7,236,181
Sept	7,705,468	
Oct	9,055,360	
Nov	10,964,605	
Dec	11,558,876	

Year To Date

Actual v. Projected

104%

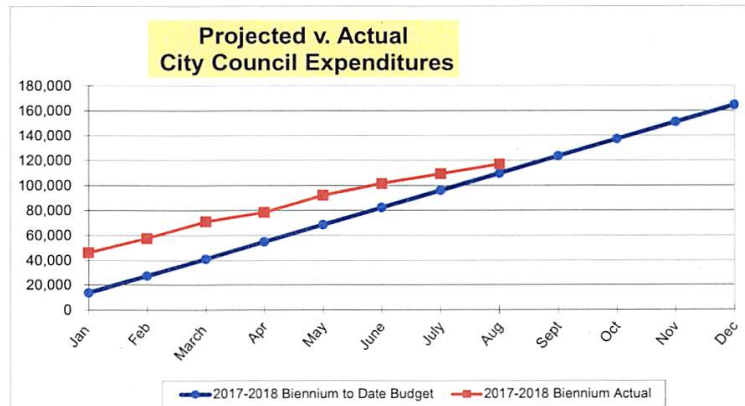


**City of Kenmore, Washington
General Fund Expenditure Graphs
August 31, 2017**

CITY COUNCIL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	13,726	46,414
Feb	27,452	57,756
March	41,178	71,061
Apr	54,904	78,512
May	68,630	92,211
June	82,357	101,705
July	96,083	109,302
Aug	109,809	117,178
Sept	123,535	
Oct	137,261	
Nov	150,987	
Dec	164,713	

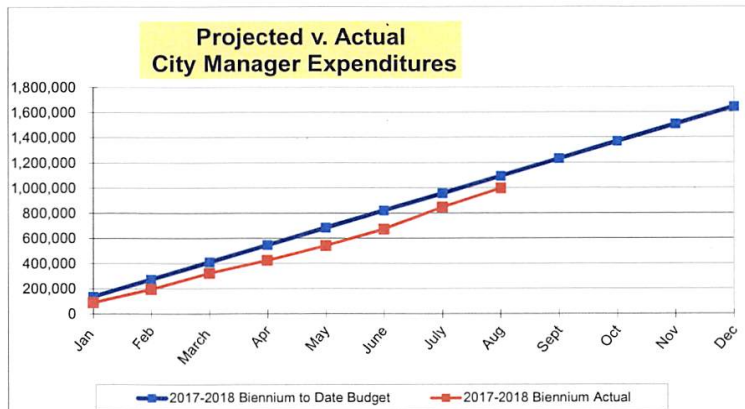
Year To Date
Actual v. Projected 107%



CITY MANAGER

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	136,941	90,835
Feb	273,882	194,928
March	410,822	323,868
Apr	547,763	425,830
May	684,704	542,534
June	821,645	674,090
July	958,585	848,662
Aug	1,095,526	999,570
Sept	1,232,467	
Oct	1,369,408	
Nov	1,506,348	
Dec	1,643,289	

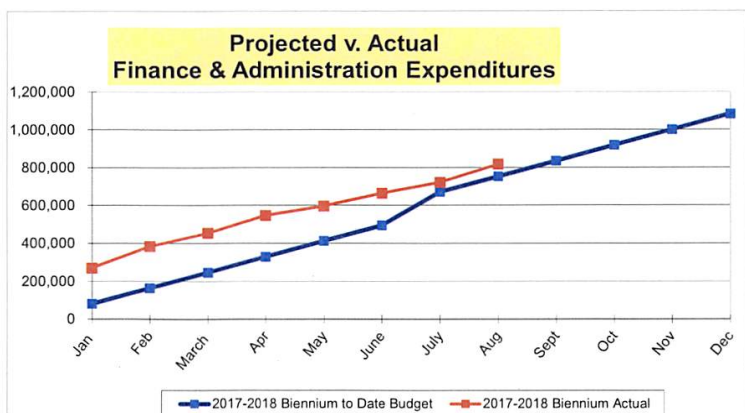
Year To Date
Actual v. Projected 91%



FINANCE & ADMINISTRATION

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	82,497	271,806
Feb	164,993	384,964
March	247,490	454,949
Apr	329,987	548,666
May	412,483	598,014
June	494,980	665,107
July	671,402	723,491
Aug	753,898	819,229
Sept	836,395	
Oct	918,892	
Nov	1,001,388	
Dec	1,083,885	

Year To Date
Actual v. Projected 109%

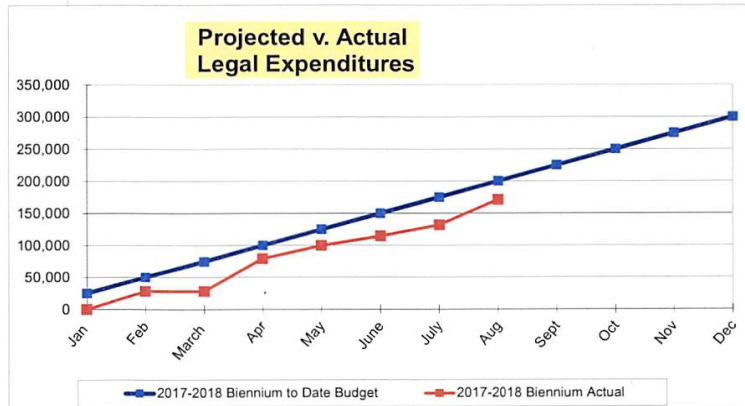


**City of Kenmore, Washington
General Fund Expenditure Graphs
August 31, 2017**

LEGAL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	25,000	0
Feb	50,000	27,989
March	75,000	27,989
Apr	100,000	79,303
May	125,000	99,777
June	150,000	114,760
July	175,000	132,113
Aug	200,000	171,567
Sept	225,000	
Oct	250,000	
Nov	275,000	
Dec	300,000	

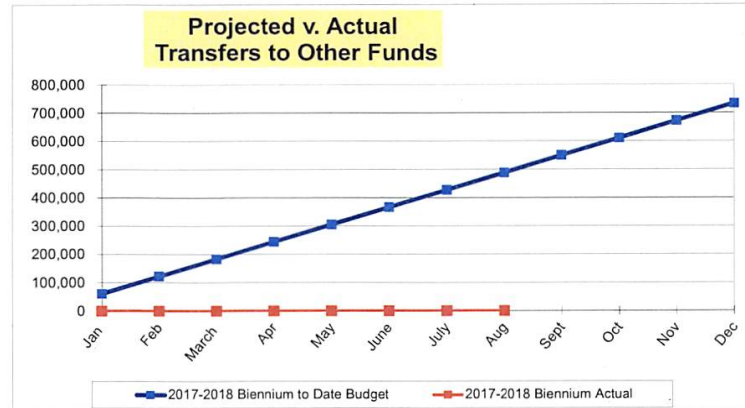
Year To Date
Actual v. Projected 86%



TRANSFERS TO OTHER FUNDS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,096	0
Feb	122,192	0
March	183,288	0
Apr	244,384	0
May	305,480	0
June	366,576	0
July	427,671	0
Aug	488,767	0
Sept	549,863	
Oct	610,959	
Nov	672,055	
Dec	733,151	

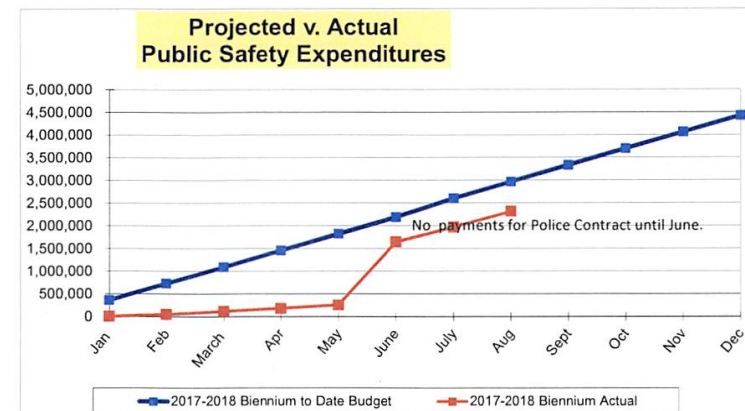
Year To Date
Actual v. Projected 0%



PUBLIC SAFETY

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	364,846	14,595
Feb	729,692	55,395
March	1,094,538	123,579
Apr	1,459,384	183,567
May	1,824,230	256,351
June	2,189,076	1,647,260
July	2,603,922	1,975,736
Aug	2,968,768	2,319,390
Sept	3,333,614	
Oct	3,698,460	
Nov	4,063,306	
Dec	4,428,152	

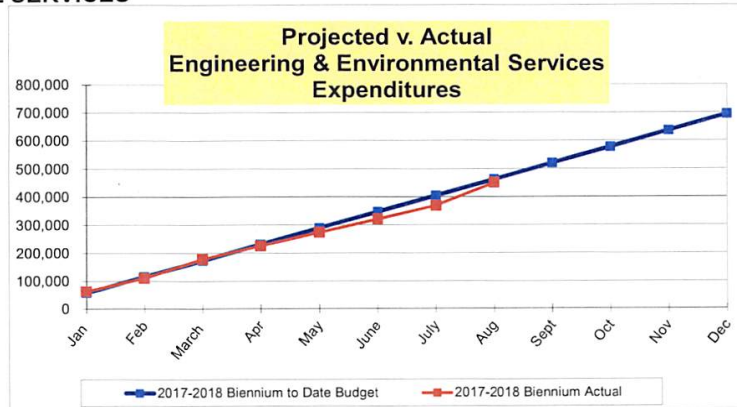
Year To Date
Actual v. Projected 78%



City of Kenmore, Washington
General Fund Expenditure Graphs
August 31, 2017
ENGINEERING & ENVIRONMENTAL SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	57,834	63,600
Feb	115,668	110,964
March	173,503	179,003
Apr	231,337	225,551
May	289,171	274,037
June	347,005	320,683
July	404,839	369,766
Aug	462,673	451,218
Sept	520,508	
Oct	578,342	
Nov	636,176	
Dec	694,010	

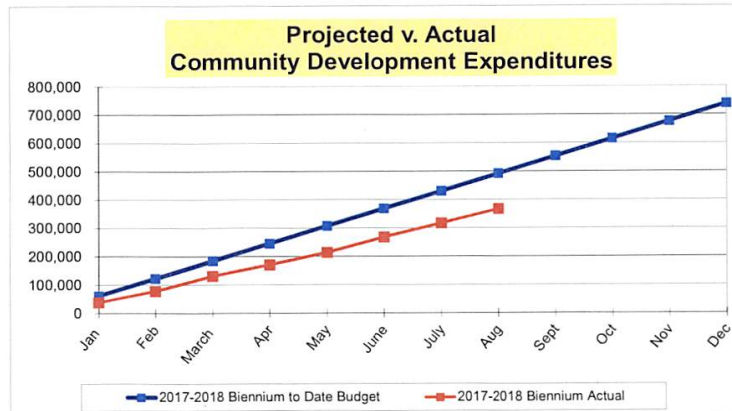
Year To Date
 Actual v. Projected 98%



COMMUNITY DEVELOPMENT

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,496	38,519
Feb	122,992	78,385
March	184,488	131,963
Apr	245,984	170,919
May	307,480	214,335
June	368,976	268,408
July	430,471	317,529
Aug	491,967	367,246
Sept	553,463	
Oct	614,959	
Nov	676,455	
Dec	737,951	

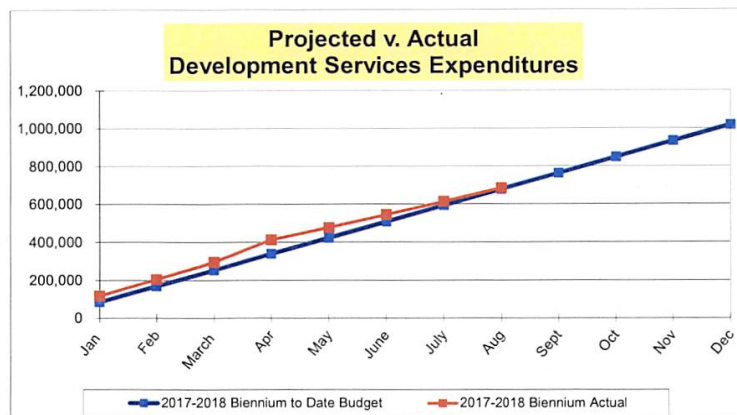
Year To Date
 Actual v. Projected 75%



DEVELOPMENT SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	84,805	117,098
Feb	169,611	206,499
March	254,416	296,791
Apr	339,221	414,588
May	424,027	478,600
June	508,832	545,646
July	593,637	613,857
Aug	678,443	685,004
Sept	763,248	
Oct	848,053	
Nov	932,859	
Dec	1,017,664	

Year To Date
 Actual v. Projected 101%

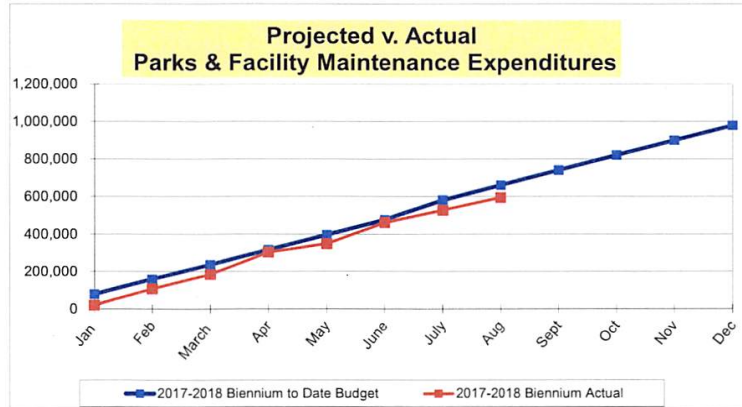


**City of Kenmore, Washington
General Fund Expenditure Graphs
August 31, 2017**

PARKS & FACILITY MAINTENANCE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	79,476	21,351
Feb	158,951	106,851
March	238,427	185,322
Apr	317,902	304,281
May	397,378	350,322
June	476,853	462,101
July	581,329	526,908
Aug	660,804	595,730
Sept	740,280	
Oct	819,755	
Nov	899,231	
Dec	978,706	

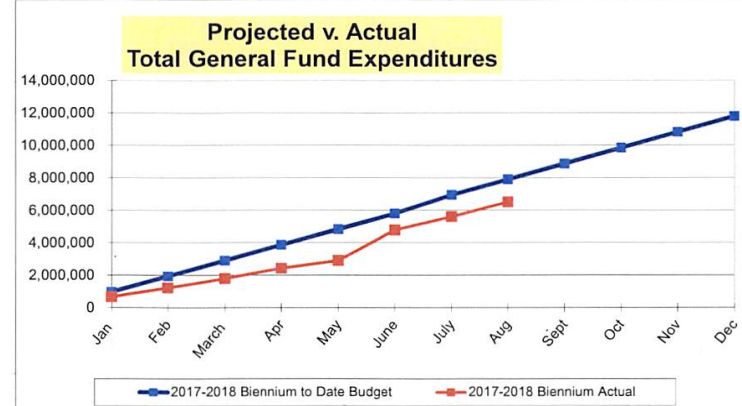
Year To Date
Actual v. Projected 90%



TOTAL GENERAL FUND EXPENDITURES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	967,716	664,218
Feb	1,935,433	1,223,732
March	2,903,149	1,794,525
Apr	3,870,865	2,431,218
May	4,838,582	2,906,179
June	5,806,298	4,799,760
July	6,942,939	5,617,363
Aug	7,910,656	6,526,131
Sept	8,878,372	
Oct	9,846,088	
Nov	10,813,805	
Dec	11,781,521	

Year To Date
Actual v. Projected 82%



**City of Kenmore, Washington
Street Fund Summary Report
August 31, 2017**



	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>August 2017</u>	<u>2017-2018</u>	<u>BUDGET</u>	<u>2017-2018</u>
<u>REVENUES</u>				
Beginning Fund Balance		790,989		861,602
Fuel Tax	41,961	308,280	31.8%	969,604
Investment Interest	162	162	-	6,000
Miscellaneous	850	4,680	-	1,500
ROW Permit Fees/Inspections	0	37,779	17.2%	220,000
Multimodal Transportation	0	7,470	16.2%	46,200
Transfer from General Fund	0	0	0.0%	1,000,000
Transfer from TBD	0	0	0.0%	669,000
Total Revenues	42,973	358,370	12.3%	2,912,304

Total Revenues & Beginning Fund Balance	1,149,359	3,773,906
--	------------------	------------------

	BIENNIUM TO DATE	% of	BUDGET
	<u>2017-2018</u>	<u>BUDGET</u>	<u>2017-2018</u>
<u>EXPENDITURES</u>			
Salary and Benefits	28,289	282,127	30.1%
Maintenance & Operations	61,575	520,960	27.0%
Capital	38,051	90,382	226.0%
Total Expenditures	127,915	893,469	30.7%

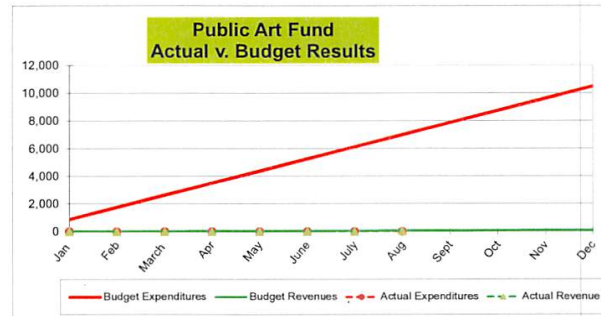
Ending Fund Balance	255,890	864,897
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Total Expenditures and Ending Fund Balance	1,149,359	3,773,906
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City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017

PUBLIC ART FUND

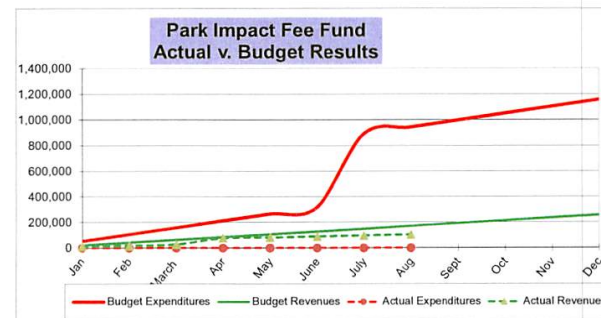
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	875	0	6	0
Feb	1,750	0	13	0
March	2,625	0	19	0
Apr	3,500	0	25	0
May	4,375	0	31	0
June	5,250	0	38	0
July	6,125	0	44	0
Aug	7,000	0	50	51
Sept	7,875		56	
Oct	8,750		63	
Nov	9,625		69	
Dec	10,500		75	
2017-18	11,000		150	
Total Actual to Date vs Total Budget		0%		34%



This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

PARK IMPACT FEE FUND

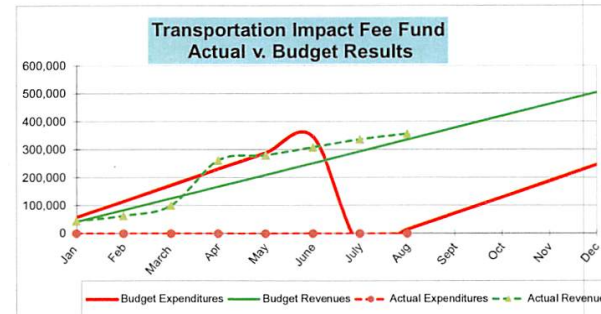
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	53,292	0	21,417	12,825
Feb	106,583	0	42,833	17,955
March	159,875	0	64,250	28,215
Apr	213,167	0	85,667	77,244
May	266,458	0	107,083	82,374
June	319,750	0	128,500	90,069
July	890,418	0	149,917	97,764
Aug	943,709	0	171,333	103,859
Sept	997,001		192,750	
Oct	1,050,293		214,167	
Nov	1,103,584		235,583	
Dec	1,156,876		257,000	
2017-18	1,271,876		412,000	
Total Actual to Date vs Total Budget		0%		25%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

TRANSPORTATION IMPACT FEE FUND

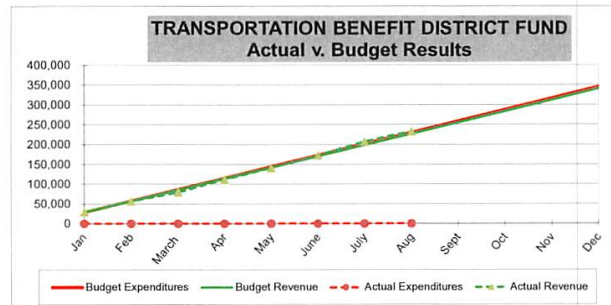
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	57,884	0	41,958	44,829
Feb	115,768	0	83,917	63,470
March	173,651	0	125,875	100,752
Apr	231,535	0	167,833	262,204
May	289,419	0	209,792	280,845
June	347,303	0	251,750	308,806
July	43,129	0	293,708	336,767
Aug	14,755	0	335,667	356,881
Sept	72,639		377,625	
Oct	130,523		419,583	
Nov	188,406		461,542	
Dec	246,290		503,500	
2017-18	533,783		905,500	
Total Actual to Date vs Total Budget		0%		39%



This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.

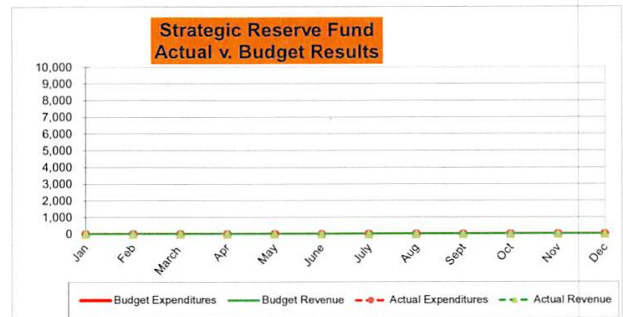
**City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017**

TRANSPORTATION BENEFIT DISTRICT FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	28,750	0	28,367	29,680
Feb	57,500	0	56,733	56,430
March	86,250	0	85,100	79,992
Apr	115,000	0	113,467	111,336
May	143,750	0	141,833	140,838
June	172,500	0	170,200	172,300
July	201,250	0	198,567	207,088
Aug	230,000	0	226,933	232,576
Sept	258,750		255,300	
Oct	287,500		283,667	
Nov	316,250		312,033	
Dec	345,000		340,400	
2017-18	669,000		680,800	
Total Actual to Date vs Total Budget		0%		34%



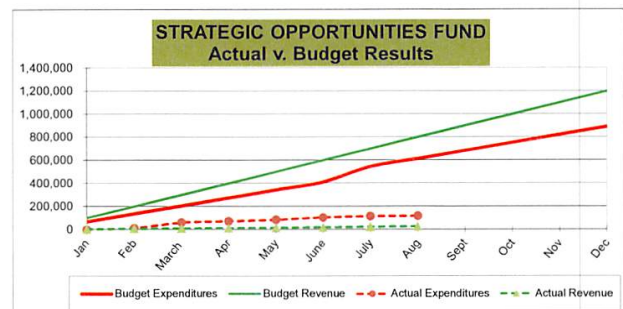
The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

STRATEGIC RESERVE FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2017-18	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



This fund was created to serve as the City's emergency reserve fund. Per State Statute, the fund cannot exceed \$.375 per \$1,000 of the City's assessed value and is fully funded at \$1,264,464 for 2011. No expenditures are anticipated or have been budgeted at this time.

STRATEGIC OPPORTUNITIES FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	68,750	193	99,750	3,525
Feb	137,500	13,476	199,501	6,525
March	206,250	61,884	299,251	9,375
Apr	275,000	73,327	399,001	12,075
May	343,750	85,704	498,751	15,230
June	412,500	105,921	598,502	18,510
July	544,950	116,212	698,252	22,810
Aug	613,700	118,477	798,002	26,541
Sept	682,450		897,752	
Oct	751,200		997,503	
Nov	819,950		1,097,253	
Dec	888,700		1,197,003	
2017-18	1,634,900		1,217,946	
Total Actual to Date vs Total Budget		7%		2%

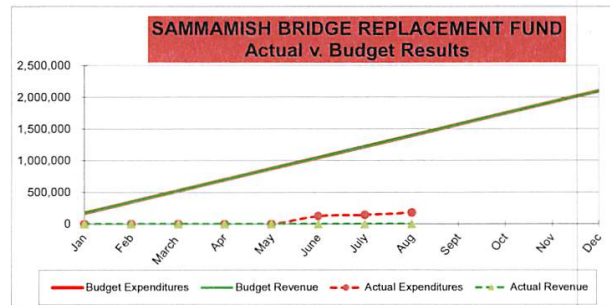


The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2015-16, the Business Incubator expenditures are budgeted in this fund.

City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017

SAMMAMISH BRIDGE REPLACEMENT FUND

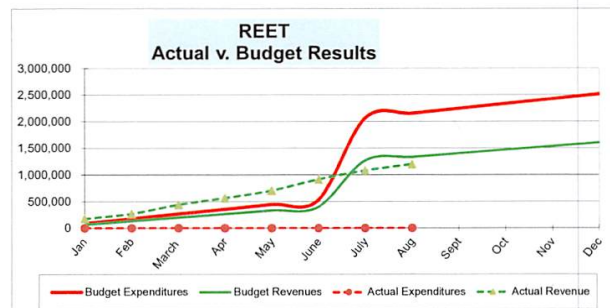
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	174,914	0	174,914	0
Feb	349,827	0	349,827	0
March	524,741	0	524,741	0
Apr	699,654	0	699,654	0
May	874,568	0	874,568	0
June	1,049,481	126,094	1,049,481	0
July	1,224,395	145,376	1,224,395	0
Aug	1,399,308	180,995	1,399,308	0
Sept	1,574,222		1,574,222	
Oct	1,749,135		1,749,135	
Nov	1,924,049		1,924,049	
Dec	2,098,962		2,098,962	
2017-18	3,009,961		3,009,961	
Total Actual to Date vs Total Budget		6%		0%



The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND

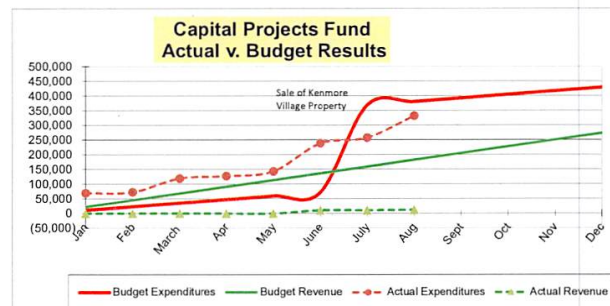
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	89,596	0	66,833	176,657
Feb	179,193	0	133,667	270,792
March	268,789	0	200,500	440,878
Apr	358,385	0	267,333	567,123
May	447,982	0	334,167	706,544
June	537,578	0	401,000	917,974
July	2,065,104	0	1,267,833	1,061,112
Aug	2,154,701	0	1,334,667	1,198,562
Sept	2,244,297		1,401,500	
Oct	2,333,893		1,468,333	
Nov	2,423,490		1,535,167	
Dec	2,513,086		1,602,000	
2017-18	3,622,825		2,203,000	
Total Actual to Date vs Total Budget		0%		54%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements.

KENMORE VILLAGE FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	12,096	70,105	22,779	0
Feb	24,192	72,838	45,559	0
March	36,288	119,626	68,338	0
Apr	48,384	127,948	91,117	27
May	60,480	144,017	113,896	27
June	72,576	239,277	136,676	10,821
July	369,237	258,282	159,455	10,821
Aug	381,333	332,743	182,234	12,342
Sept	393,429		205,013	
Oct	405,525		227,793	
Nov	417,621		250,572	
Dec	429,717		273,351	
2017-18	576,794		424,628	
Total Actual to Date vs Total Budget		58%		3%

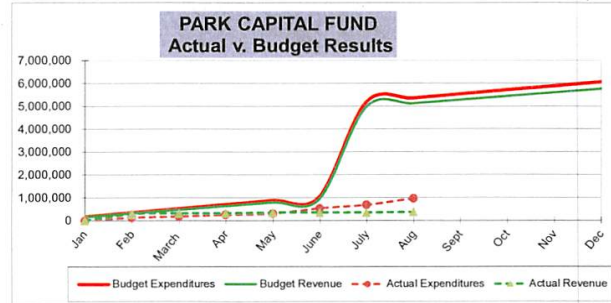


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017

PARK CAPITAL FUND

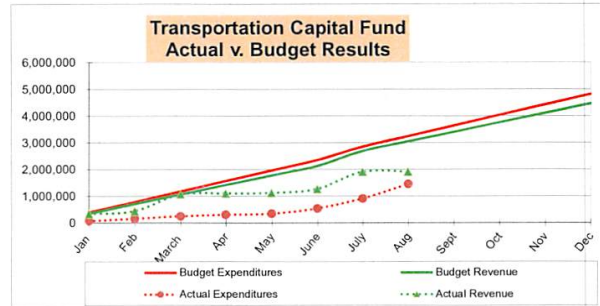
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	176,003	1,170	158,341	0
Feb	352,005	133,385	316,683	288,046
March	528,008	187,325	475,024	326,050
Apr	704,010	261,037	633,365	326,050
May	880,013	308,011	791,706	353,859
June	1,056,016	540,453	950,048	353,859
July	5,184,894	689,496	4,967,265	353,859
Aug	5,360,897	968,179	5,125,606	374,767
Sept	5,536,899		5,283,947	
Oct	5,712,902		5,442,289	
Nov	5,888,904		5,600,630	
Dec	6,064,907		5,758,971	
2017-18	8,446,832		8,190,896	
Total Actual to Date vs Total Budget		11%		5%



The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be receipted into this fund

TRANSPORTATION CAPITAL FUND

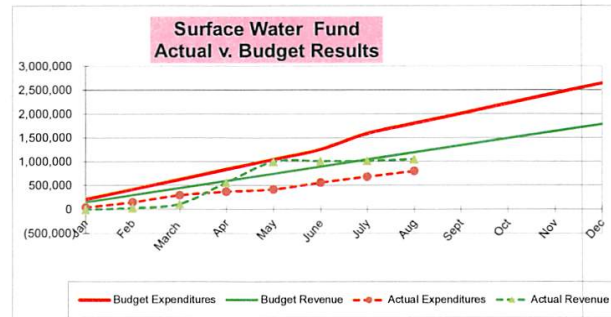
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	392,880	81,707	354,697	340,478
Feb	785,760	161,860	709,393	444,924
March	1,178,640	256,638	1,064,090	1,067,839
Apr	1,571,520	314,233	1,418,787	1,101,573
May	1,964,400	352,349	1,773,483	1,123,091
June	2,357,280	546,266	2,128,180	1,266,260
July	2,852,605	915,095	2,689,992	1,908,336
Aug	3,245,485	1,448,725	3,044,688	1,908,336
Sept	3,638,365		3,399,385	
Oct	4,031,245		3,754,082	
Nov	4,424,125		4,108,778	
Dec	4,817,005		4,463,475	
2017-18	9,529,005		9,316,326	
Total Actual to Date vs Total Budget		15%		20%



The Transportation Capital Fund accounts for capital improvements to the City's streets and SR 522, funded by various grants plus City resources from real estate excise tax and transportation impact fees. All phases of improvements to SR 522 are now accounted for in this fund. There is a time lag between project expenditures and reimbursements from grants; this accounts for the lower revenues compared to the expenditures.

SURFACE WATER MANAGEMENT FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	209,955	44,444	148,867	(3,295)
Feb	419,909	151,830	297,733	30,960
March	629,864	300,057	446,600	113,869
Apr	839,819	374,351	595,467	556,020
May	1,049,773	421,948	744,333	996,212
June	1,259,728	563,736	893,200	1,010,840
July	1,594,683	685,815	1,042,067	1,015,847
Aug	1,804,637	801,345	1,190,933	1,048,689
Sept	2,014,592		1,339,800	
Oct	2,224,547		1,488,667	
Nov	2,434,501		1,637,533	
Dec	2,644,456		1,786,400	
2017-18	4,854,487		3,543,400	
Total Actual to Date vs Total Budget		17%		30%

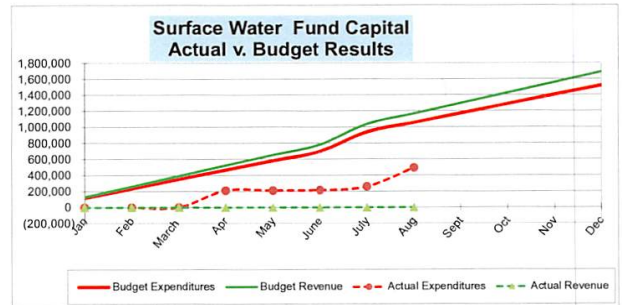


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017

SURFACE WATER CAPITAL FUND

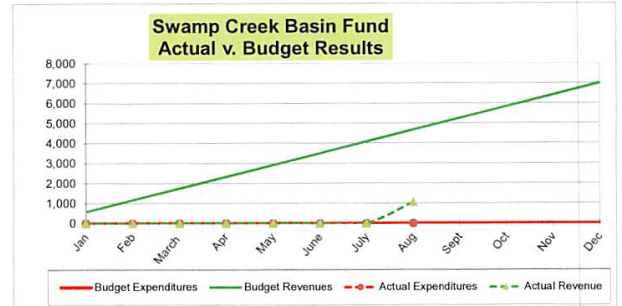
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	116,303	0	130,220	0
Feb	232,606	0	260,439	0
March	348,909	1,195	390,659	0
Apr	465,211	209,700	520,878	0
May	581,514	209,700	651,098	0
June	697,817	215,213	781,317	0
July	939,120	258,495	1,036,537	0
Aug	1,055,423	493,282	1,166,756	0
Sept	1,171,726		1,296,976	
Oct	1,288,028		1,427,195	
Nov	1,404,331		1,557,415	
Dec	1,520,634		1,687,634	
2017-18	3,583,634		3,750,634	
Total Actual to Date vs Total Budget		14%		0%



This fund accounts for the expenditures for Surface Water Capital Improvements. Revenue sources for this fund include a variety of federal, state, or local grants, surface water management fees transferred from the Surface Water Management Fund and real estate excise taxes.

SWAMP CREEK BASIN FUND

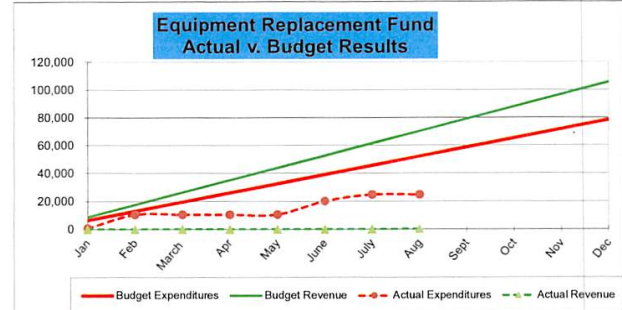
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	583	0
Feb	0	0	1,167	0
March	0	0	1,750	0
Apr	0	0	2,333	0
May	0	0	2,917	0
June	0	0	3,500	0
July	0	0	4,083	0
Aug	0	0	4,667	1,065
Sept	0		5,250	
Oct	0		5,833	
Nov	0		6,417	
Dec	0		7,000	
2017-18	0		14,000	
Total Actual to Date vs Total Budget		0%		8%



This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

EQUIPMENT REPLACEMENT FUND

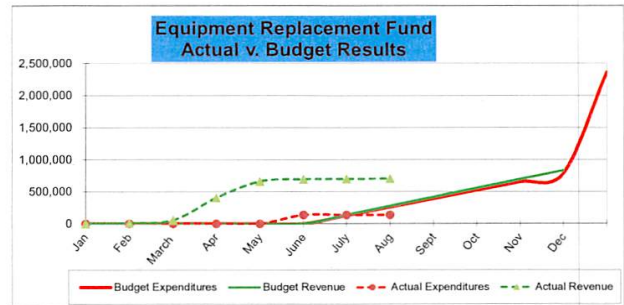
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	6,542	756	8,791	0
Feb	13,083	10,587	17,582	0
March	19,625	10,587	26,373	0
Apr	26,167	10,587	35,164	0
May	32,708	10,717	43,955	0
June	39,250	20,250	52,747	0
July	45,792	24,882	61,538	0
Aug	52,333	24,882	70,329	271
Sept	58,875		79,120	
Oct	65,417		87,911	
Nov	71,958		96,702	
Dec	78,500		105,493	
2017-18	119,000		210,986	
Total Actual to Date vs Total Budget		21%		0%



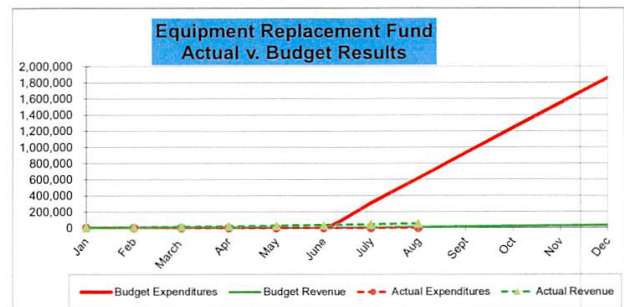
This fund is used to maintain a reserve for future replacement of equipment, including, but not limited to furniture, computers and vehicles. Payments are received from various operating departments and funds that benefit from or use the assets.

City of Kenmore, Washington
Other Funds Monthly Activity
August 31, 2017

WALKWAYS & WATERWAYS DEBT SERVICE FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	11,393
March	0	0	0	54,321
Apr	0	0	0	403,389
May	0	0	0	662,042
June	0	137,178	0	695,841
July	131,014	137,178	138,889	698,800
Aug	262,028	137,178	277,778	703,591
Sept	393,042		416,667	
Oct	524,056		555,556	
Nov	655,070		694,444	
Dec	786,084		833,333	
2017-18	2,358,253		2,500,000	
Total Actual to Date vs Total Budget		6%		28%



WALKWAYS & WATERWAYS BOND PROCEEDS FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	0	4,776
Feb	0	0	0	9,514
March	0	0	0	15,347
Apr	0	0	0	22,025
May	0	0	0	29,267
June	0	0	0	37,181
July	309,722	0	5,556	46,142
Aug	619,444	0	11,111	55,419
Sept	929,167		16,667	
Oct	1,238,889		22,222	
Nov	1,548,611		27,778	
Dec	1,858,333		33,333	
2017-18	5,575,000	0%	100,000	55%
Total Actual to Date vs Total Budget				



City of Kenmore, Washington
Cash and Investment Report
August 31, 2017



<u>Fund</u>	<u>Beg. Cash & Inv.</u> <u>from Prev. Mo.</u>	<u>Monthly</u> <u>Revenues</u>	<u>Monthly</u> <u>Expenditures</u>	<u>End. Cash & Inv.</u> <u>Current Month</u>
General	\$4,417,275	\$631,154	\$908,768	4,139,661
Street	447,390	42,973	127,915	362,448
Transportation Capital	787,721	0	533,630	254,091
Public Art	67,608	51	0	67,658
Park Impact Fee	1,269,603	6,095	0	1,275,698
Transportation Impact Fee	1,457,150	20,114	0	1,477,264
Swamp Creek Basin	1,415,361	1,065	0	1,416,426
Transportation Benefit District	234,885	25,488	0	260,373
Sammamish Bridge Replacement	-125,574	0	35,619	(161,194)
Walkways & Waterways Debt Service	558,663	4,791	0	563,454
Real Estate Excise Tax	3,416,051	117,450	0	3,533,501
Kenmore Village	246,780	1,521	74,461	173,840
Park Capital	72,977	20,908	278,683	(184,798)
Walkways & Waterways Bond	9,898,461	9,276	0	9,907,737
Surface Water Management	2,366,315	32,842	115,530	2,283,627
Surface Water Capital	-250,589	0	234,788	(485,377)
Strategic Reserve	1,273,849	959	0	1,274,808
Strategic Opportunities	2,085,274	3,731	2,265	2,086,739
Equipment Replacement	365,103	271	0	365,374
Trust & Agency	594,218	25,479	10,887	608,810
Totals	\$30,598,521	\$944,170	\$2,322,548	\$29,220,143

<u>Fund</u>	<u>Cash, Savings,</u> <u>Local Govt Investment Pool</u>	<u>(> One Year)</u> <u>Fixed</u> <u>Investments</u>	<u>Total</u>
General	-\$2,423,527	\$6,275,625	3,852,098
Street	-593,144	850,000	256,856
Transportation Capital	527,337	0	527,337
Public Art	52,658	15,000	67,658
Park Impact Fee	353,393	930,000	1,283,393
Transportation Impact Fee	1,475,226	30,000	1,505,226
Swamp Creek Basin	16,426	1,400,000	1,416,426
Transportation Benefit District	295,161	0	295,161
Sammamish Bridge Replacement	-180,475	0	(180,475)
Walkways & Waterways Debt Service	566,414	0	566,414
Real Estate Excise Tax	3,696,638	0	3,696,638
Kenmore Village	-295,165	450,000	154,835
Park Capital	-333,840	0	(333,840)
Walkways & Waterways Bond	9,916,699	0	9,916,699
Surface Water Management	1,656,556	510,000	2,166,556
Surface Water Capital	-528,658	0	(528,658)
Strategic Reserve	424,808	850,000	1,274,808
Strategic Opportunities	2,080,746	0	2,080,746
Equipment Replacement	-89,258	450,000	360,742
Trust & Agency	512,958	100,000	612,958
Totals	\$17,130,951	\$11,860,625	\$28,991,576

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City of Kenmore, Washington
Investment Schedule
August 31, 2017



			Average Yield to Maturity-Securities				Overall Average Yield		0.81%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
Morgan Stanley									
	3134G9GR2	FHLB	44061	42954	1.60%	1.60%	8/18/17	999,500.00	15,992.00
	3130AB3N4	FHLB	10/29/2017	4/28/2017	1.55%	1.55%		1,000,750.00	15,511.63
Total Morgan Stanley Purchases								2,000,250.00	31,503.63
Time Value Investments									
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%		999,114.48	11,489.82
	31771EAQ4	FHLB	11/2/2018	11/23/2016	1.08%	1.08%		999,868.36	10,798.58
	3130A7RL1	FHLB	4/19/2021	1/26/2017	1.80%	1.80%		992,893.00	17,872.07
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%		985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%		989,691.00	12,865.98
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	4/26/2016	998,326.00	13,477.40
Total TVI Purchases								5,965,642.84	80,087.49
Sound Community Bank CD's									
	18299229	CD	2/11/2018	2/14/2016	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								1,000,000.00	8,000.00
Opus Bank CD's									
	11495975	CD	2/10/17	6/10/15	0.35%	0.35%		1,000,000.00	3,500.00
	11539715	CD	3/29/18	3/30/16	0.85%	0.85%		1,000,000.00	8,500.00
Total Cascade Bank CD's								2,000,000.00	12,000.00
TOTAL ALL SECURITIES								\$ 11,860,624.72	\$ 110,224.80
Banner Checking and Savings						0.07% Banner		2,473,481.94	1,731.44
Opus Savings						0.83% Opus		3,021,833.38	25,081.22
Cash								1,005.00	-
LGIP - Primary Account						0.83% LGIP		1,783,627.17	14,804.11
LGIP - Bond Proceeds Account						0.83% LGIP		9,848,264.93	81,740.60
Total Accounts								\$ 28,988,837.14	233,582.16

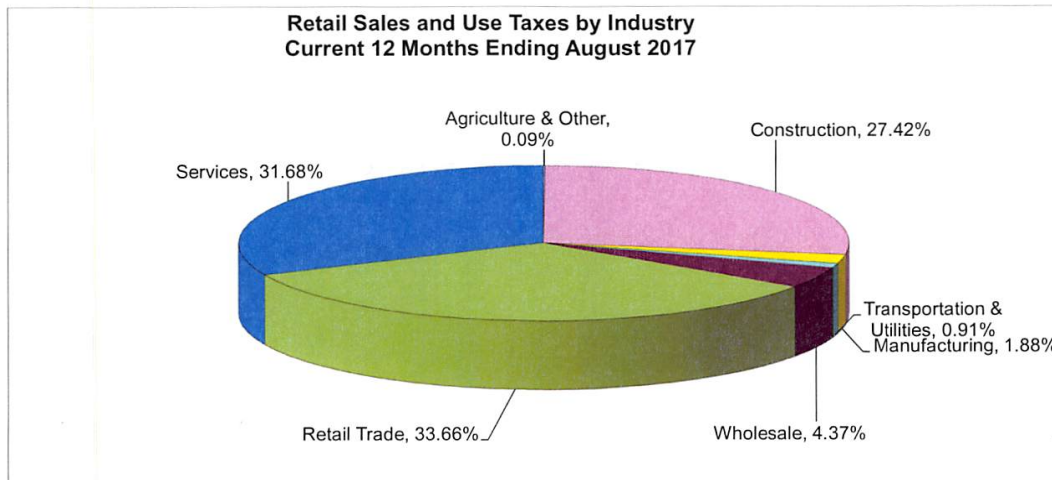
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 August 2017

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	137.55	0.00	137.55	0.1%
CONSTRUCTION	46,491.49	541.81	47,033.31	20.9%
MANUFACTURING	4,484.36	17.34	4,501.70	2.0%
TRANSPORTATION & UTILITIES	1,056.09	1,032.44	2,088.53	0.9%
WHOLESALE	9,651.72	113.00	9,764.73	4.3%
RETAIL TRADE	77,518.40	127.14	77,645.54	34.5%
SERVICES	69,550.75	352.79	69,903.54	31.1%
INFORMATION	8,374.63	118.48	8,493.12	3.8%
PUBLIC SERVICES	12.06	5,465.67	5,477.74	2.4%
	<u>217,277.07</u>	<u>7,768.68</u>	<u>225,045.75</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
August 31, 2017

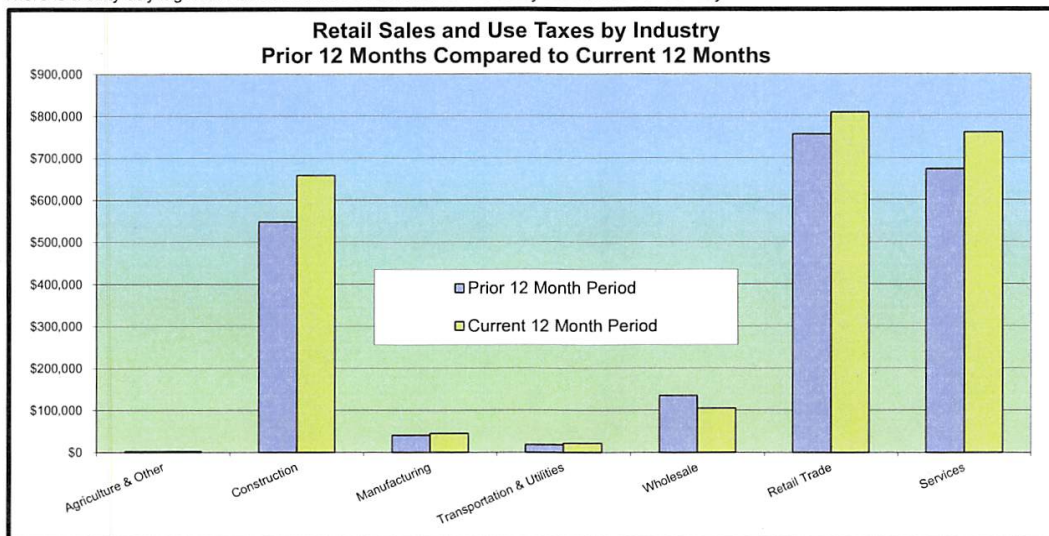


Industry	Prior 12 Months ending August 2016	Current 12 Months ending August 2017	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$2,581	\$2,132	-17.39%	0.09%
Construction	547,490	658,710 *	20.31%	27.42%
Manufacturing (Printing, Publishing, Other Manuf.)	40,593	45,150	11.23%	1.88%
Transp/Comm/Utilities (Telecomm., Air Transport.)	18,452	21,923	18.81%	0.91%
Wholesale (Lumber, Other Wholesale)	135,090	105,011	-22.27%	4.37%
Retail Trade (Eating, Merchandise, Food Stores)	756,804	808,647	6.85%	33.66%
Services (Auction, Recreation, Auto Repair, Financial)	673,661	761,077	12.98%	31.68%
Totals	\$2,174,672	\$2,402,651	10.48%	100%
Increase/(Decrease)		\$227,979	10.48%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



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**City of Kenmore, Washington
Real Estate Excise Tax Report
August 31, 2017**



**Real Estate Excise Taxes (REET)
2012 - 2016 Monthly Receipts**

	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Target 2017
January	72,106	74,259	122,819	176,657	89,728
February	54,038	61,070	70,146	94,134	61,751
March	30,426	111,337	110,066	170,086	83,943
April	45,118	104,280	133,161	126,245	94,186
May	102,257	112,927	129,599	139,422	114,928
June	88,070	156,338	167,575	211,430	137,328
July	116,858	173,095	177,426	163,138	155,793
August	92,932	166,651	165,397	114,754	141,660
September	91,812	147,668	136,176		125,219
October	272,842	129,678	150,786		184,435
November	85,748	120,907	124,437		110,364
December	73,582	96,566	131,651		100,600
	\$1,125,790	\$1,454,776	\$1,619,239	\$1,195,866	\$1,399,935

For 2017, REET is \$119,677 more than the same period last year and more than the 2016 target by \$316,549

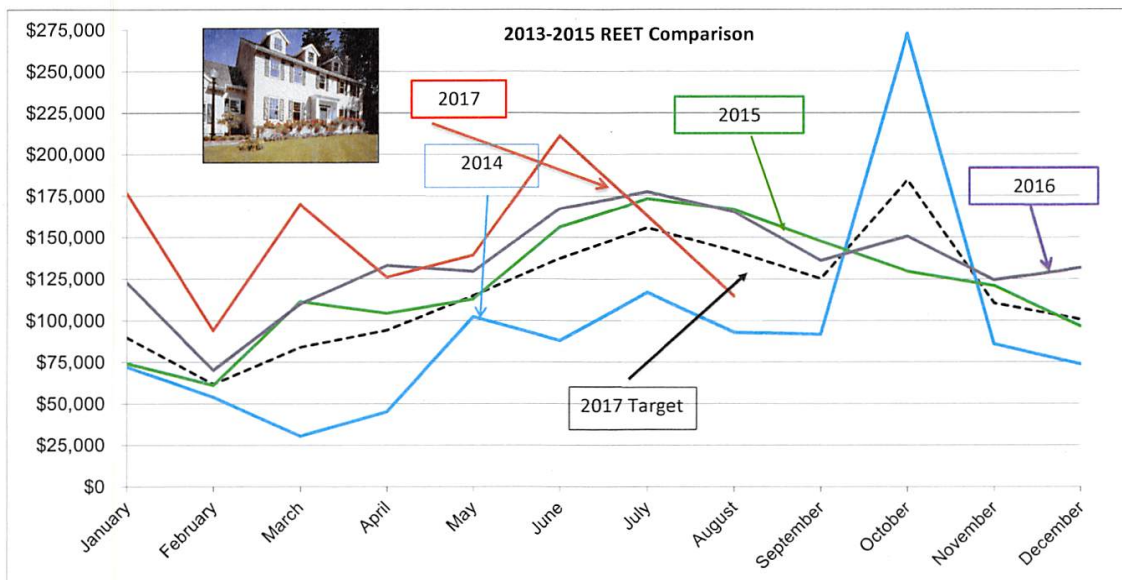
* NOTE THE 2017 target is computed on a 3 year average (2014-2016) of actual receipts

**Real Estate Excise Taxes (REET)
2012 - 2016 Property Sales > \$500,000**

(The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)

Taxes from > \$500,000 Sale Amounts

	2014	2015	2016	2017	2014	2015	2016	2017
January	4,699,850	7,418,000	18,590,517	27,548,430	23,264	36,719	92,023	136,365
February	3,930,920	6,607,900	9,701,034	19,017,050	19,458	32,709	48,020	94,134
March	2,175,430	7,874,934	15,147,174	29,692,641	10,768	38,981	74,979	146,979
April	4,266,725	14,291,370	21,160,913	19,953,544	21,120	70,742	104,747	98,770
May	12,347,730	14,068,904	19,813,122	24,277,456	61,121	69,641	98,075	120,173
June	7,353,999	20,361,466	26,065,161	36,414,050	36,402	100,789	129,023	180,250
July	15,071,601	25,571,387	24,020,546	28,779,145	74,604	126,578	118,902	142,457
August	5,882,306	22,614,538	21,648,781	18,859,991	29,117	111,942	107,161	93,357
September	8,437,700	18,821,380	16,950,242		41,767	93,166	83,904	0
October	44,456,605	16,519,240	21,157,409		220,060	81,770	104,729	0
November	8,922,100	14,736,156	16,916,011		44,164	72,944	83,734	0
December	7,142,900	13,187,535	20,607,695		35,357	65,278	102,008	0
	\$124,687,866	\$182,072,810	\$231,778,605	\$204,542,307	617,202	901,259	1,147,305	\$1,012,485



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
August 31, 2017



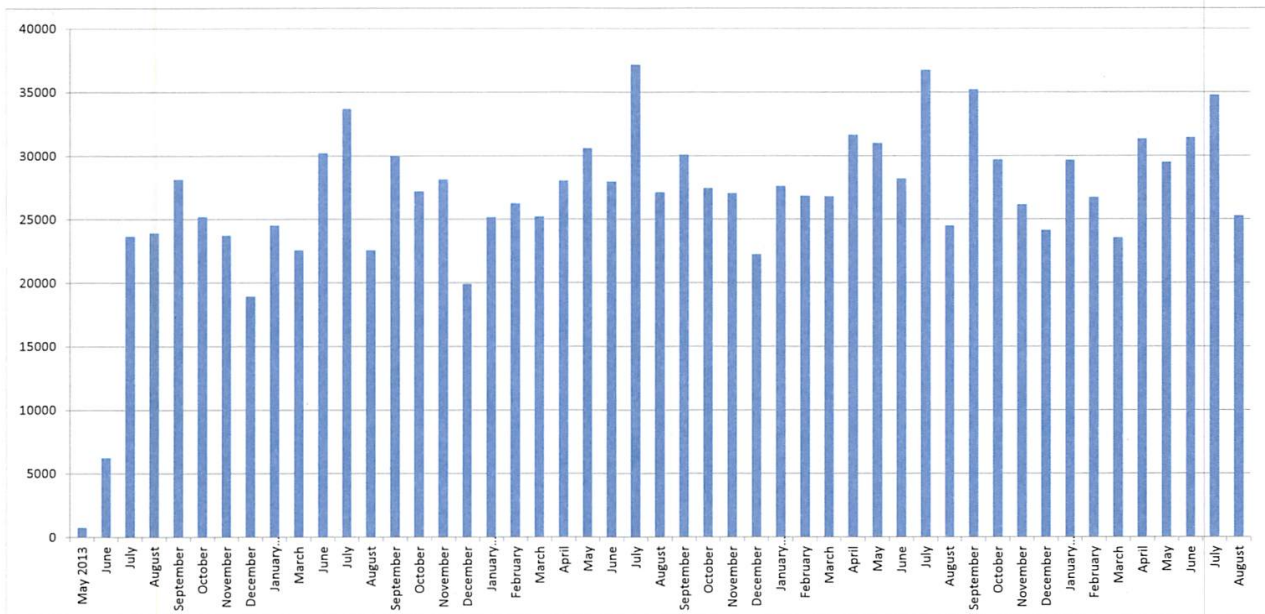
Revenues	August 2017	Biennium-to- Date	Biennium Budget
Lease Income (USPS & Kenmore Village)	0	0	89,000
Investment Interest	116	116	5,000
Transfer From General Fund	0	0	328,228
Misc. Revenues	1,330	12,090	0
Leasehold Excise Returned	75	136	2,400
Total Revenues	1,521	12,342	424,628
Expenditures			
Salaries/Wages/Benefits	0	761	60,000
Downtown Plan Services	0	6,482	0
Events & Misc.	6,067	9,868	44,000
Utilities and Insurance - Kenmore Village	7,636	15,729	64,200
Repairs, Maintenance, Other Services	0	4,665	84,600
Surface Water and Fire Benefit Fees	0	3,557	0
Computer Software	0	0	20,000
Improvements	0	0	8,000
Kenmore Village Public Square	60,758	291,680	0
Total Expenditures	74,461	332,743	292,228
Net Income (Loss)	-72,940	-320,401	132,400

NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

**Kenmore Transportation Benefit District
Monthly Report
August 31, 2017**



Revenues	August 2017	Biennium-to- Date	Percent of Budget	Biennium Budget
Vehicle Fees	25,285	232,373	34.17%	680,000
Investment Interest	203	203	25.41%	800
Total Revenues	\$25,488	\$232,576	\$1	\$680,800
Expenditures				
Reimbursement to Street Fund	0	0	0.00%	669,000
Total Expenditures	0	0	0.00%	669,000
Net Income (Loss)	\$25,488	\$232,576		\$11,800



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City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Public Hearing on Kenmore's Moratorium on the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks Proposed Council Action/Motion: Hold a public hearing to receive input on the mobile home park moratorium put in place by the City Council through adoption of Ordinance No. 17-0453 on November 13, 2017. After the public hearing, the City Council may consider adopting additional or revised findings justifying the moratorium.	For Council Meeting Agenda of: 11/27/17 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>DA 11/15/17</u> Approved by City Attorney: <u>[Signature] 11/15/17</u> Approved by Finance Director: <u>[Signature] 11/15/17</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Ordinance 17-0453
<u>INFORMATION/BACKGROUND:</u> On November 13, 2017, the City Council adopted Ordinance 17-0453 establishing a moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks, as defined in KMC 18.20.1760. Excepted from this moratorium are applications for repair or maintenance of mobile home parks and any other applications necessary for public health and safety as determined by the development services director. The City's Comprehensive Plan recognizes that the City is one of the few communities in east King County with any significant number of mobile and manufactured homes, that overall availability of mobile and manufactured housing has been decreasing in King County as parks are redeveloped with other uses, and that mobile and manufactured housing has offered a relatively affordable form of housing and is being replaced with more expensive housing. The City Council concluded that the moratorium is necessary to preserve and retain the existing stock of affordable mobile and manufactured housing while City officials and staff continue their review, analysis, and potential enactment of policies related to preserving existing affordable housing. The moratorium was adopted from the November 13, 2017 effective date of the Ordinance through May 11, 2018. The moratorium automatically expires on May 11, 2018 unless it is repealed, modified or extended after a public hearing and entry of findings. The Ordinance acknowledges that the Planning Commission currently is researching and analyzing techniques to preserve existing affordable housing, including the mobile home parks. State law requires that the city hold a public hearing on the moratorium within 60 days of the passage of the Ordinance. Ordinance 17-0453 established the November 27th Public Hearing date. As provided for in Section 3 of the Ordinance, after the public hearing the City Council may consider adopting further findings justifying the moratorium. City staff does not recommend revising the findings or adopting additional findings. If the City Council decides to revise the findings or adopt additional findings, it should give direction to staff regarding such findings. Staff would prepare a new ordinance addressing the findings for City Council adoption. Any new ordinance must be passed within 60 days of the passage of Ordinance 17-0453, or by January 12, 2018. City staff does not recommend adopting a new ordinance.	
<u>FISCAL CONSIDERATION:</u> None at this time. Staff time presently is being used to review the issues surrounding preserving existing affordable housing with the Planning Commission.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Comprehensive Plan Objective H-3.1: "Encourage retention of the existing housing stock in Kenmore as a source of affordable housing."	

I:/City Clerk/Agenda Items/Templates

Comprehensive Plan Policy H-3.2.1: "Support efforts of private developers, both for-profit and not-for-profit, to preserve or develop affordable housing, including housing with on site services, for very low-, low- and moderate-income families..."

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0453**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, ADOPTING A MORATORIUM ON
DEVELOPMENT PERMITS RELATING TO MOBILE
HOME PARKS; SETTING A DATE FOR A PUBLIC
HEARING ON THE MORATORIUM; PROVIDING FOR
SEVERABILITY; AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to the Growth Management Act, Chapter 36.70A RCW, the City has the authority and the obligation to plan for the orderly and effective growth and development of property within the City, which planning processes include the adoption of a Comprehensive Plan and other planning documents for the City; and

WHEREAS, under Chapters 35A.11 and 35A.63 RCW, and the Growth Management Act, the City has the authority to adopt ordinances regulating the use and development of property within the City, consistent with the policies and provisions of the City's Comprehensive Plan; and

WHEREAS, the City has adopted a Comprehensive Plan and other planning documents in accordance with the Growth Management Act's requirements; and

WHEREAS, the City's Comprehensive Plan recognizes that the City is one of the few communities in east King County with any significant number of mobile and manufactured homes, that overall availability of mobile and manufactured housing has been decreasing in King County as parks are redeveloped with other uses, and that mobile and manufactured housing has offered a relatively affordable form of housing and is being replaced with more expensive housing; and

WHEREAS, H-3.1 and H-3.2.1 of the Housing Element of the City's Comprehensive Plan specifically encourage the retention and preservation of the City's existing housing stock as a source of affordable housing; and

WHEREAS, in April 2016, the City Council directed the Planning Commission to draft and recommend a Housing Strategy Plan, in accordance with the implementation strategies of the Comprehensive Plan Housing Element, to emphasize affordable housing strategies in the City; and

WHEREAS, on March 20, 2017, the City Council considered and adopted the Housing Strategy Plan, which includes consideration of preserving existing mobile and manufactured housing as an important source of affordable housing, and suggests potential amendments to the Kenmore Municipal Code and other City action, which require more time for City officials and staff to review, analyze, and potentially enact; and

WHEREAS, since adoption of the Housing Strategy Plan, the Planning Commission has been studying the various options articulated therein, including at the October 3, 2017 and October 17, 2017 Planning Commission meetings where the commissioners and staff received input from the Rental Housing Association of Washington and A Regional Coalition for Housing on strategies for preserving affordable housing in the City; and

WHEREAS, a moratorium is necessary to preserve and retain the existing stock of affordable mobile and manufactured housing, given the identified trend in King County of redeveloping mobile and manufactured homes and parks into more expensive housing, while City officials and staff continue their review, analysis, and potential enactment of policies described in the Housing Strategy Plan; and

WHEREAS, the regulation of zoning and land use are valid exercises of City police powers under Article XI, Section 11 of the State Constitution; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium on development or land use for six-months, and hold a public hearing on the moratorium within sixty (60) days of the initial adoption of the moratorium; and

WHEREAS, to preserve the integrity of the City's development regulations while City officials and staff are reviewing, analyzing, and potentially enacting the policies described in the Housing Strategy Plan, the City should preclude temporarily the filing and acceptance of development permits as described in Section 2 below;

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

Section 1. Findings. The City Council adopts the recitals set forth above, which are incorporated herein by reference, as findings in support of the moratorium imposed by this Ordinance. The City Council may, in its discretion, adopt additional or revised findings at the conclusion of the public hearing referenced in Section 3 below.

Section 2. Moratorium. Pursuant to the City's police powers under Article XI, Section 11 of the State Constitution and RCW 35A.63.220 and RCW 36.70A.390, the City Council hereby adopts and enacts a moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks, as defined in KMC 18.20.1760. For purposes of this moratorium, "development permits" mean: permits as defined in KMC 18.20.735 (any permit issued by the City, or other authorized agency, for construction, land use, or the alteration of land); variances; conditional use permits; special use permits; zone reclassification permits; or any other permits the development services director is authorized to receive, including for demolition pursuant to KMC 15.30.135. Excepted from this moratorium are applications for repair or maintenance of mobile home parks and any other applications necessary for public health and safety as determined by the development services director.

Section 3. Public Hearing. As provided in RCW 35A.63.220 and RCW 36.70A.390, the City Council hereby sets a public hearing on this Ordinance and moratorium for November 27, 2017 at 7:00 p.m., or as soon thereafter as the business of the City Council shall

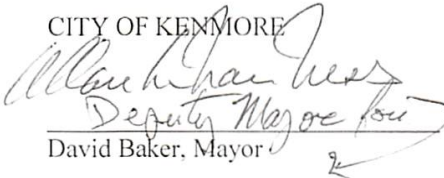
permit, in order to take public testimony and consider adopting findings of fact to support the moratorium.

Section 4. Duration. The moratorium established in Section 2 of this Ordinance shall be in effect through May 11, 2018, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 5. 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 6. Emergency; Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn.App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the recitals set forth above, which are adopted by reference.

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

CITY OF KENMORE

 Deputy Mayor for
 David Baker, Mayor

ATTEST/AUTHENTICATED:


 Kelly Chelin, City Clerk

Approved as to form:


 Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK: 11/13/17
 PASSED BY THE CITY COUNCIL: 11/13/17
 ORDINANCE NO.: 17-0453
 DATE OF PUBLICATION: 11/16/17
 EFFECTIVE DATE: 11/13/17 (immediately)



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Public Hearing on Kenmore's Moratorium on the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks Proposed Council Action/Motion: Hold a public hearing to receive input on the mobile home park moratorium put in place by the City Council through adoption of Ordinance No. 17-0453 on November 13, 2017. After the public hearing, the City Council may consider adopting additional or revised findings justifying the moratorium.	For Council Meeting Agenda of: 11/27/17 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>DA 11/15/17</u> Approved by City Attorney: <u>[Signature] 11/15/17</u> Approved by Finance Director: <u>[Signature] 11/15/17</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Ordinance 17-0453
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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0453**

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DEVELOPMENT PERMITS RELATING TO MOBILE
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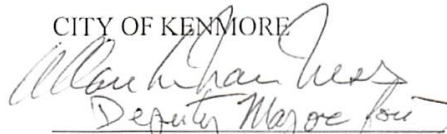
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PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF NOVEMBER, 2017.

CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Kelly Chelin, City Clerk

Approved as to form:


Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK: 11/13/17
PASSED BY THE CITY COUNCIL: 11/13/17
ORDINANCE NO.: 17-0453
DATE OF PUBLICATION: 11/16/17
EFFECTIVE DATE: 11/13/17 (immediately)



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:
NLC Service Line Warranty Program
Update

For Council Meeting Agenda of:
November 27, 2017

Department: Executive

Prepared by: Kelly Chelin, City Clerk for Rob
Karlinsky, City Manager

Proposed Council Action/Motion:
Discuss concerns from citizens about the
NLC Service Line Warranty Program

Initial & Date

Approved by Department Head: _____
 Approved by City Attorney: _____
 Approved by Finance Director: _____
 Approved by City Manager: KC [Signature]
Per approval

Exhibits/Attachments:

- Agenda Bill and Attachments from May 8, 2017
- FAQ Sheet from National League of Cities
(Edited by the City of Kenmore)

INFORMATION/BACKGROUND:

On May 8, 2017, the City Council authorized the City Manager to execute a Marketing Agreement Contract I7-CI680 with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA").

This insurance is optional and the City did not and will not receive any compensation. In fact, the agreement that was presented to the Council in May, allowed for the City to receive a royalty payment of fifty cents (\$.50) per subscription in consideration of the use of the City's name and logo. However, the Council voted to forgo the royalty and apply a reduction to the homeowners cost. The materials from that meeting are attached to this agenda bill. This program is offered to residents at no cost to the City and could potentially save a resident the high cost of repairing broken or leaking water or sewer line.

The National League of Cities ("NLC") recognized homeowner water/sewer line warranty services as something many homeowners have expressed an interest in. It came to their attention that several state leagues had already endorsed and were already working with SLWA. For this reason, they carefully reviewed SLWA and determined Service Line Warranties of America to be the best option of those companies providing these types of warranties.

Once the mailer hit mailboxes the week of November 20, residents started to call the City to inquire about the legitimacy of the mailer. Staff posted a FAQ sheet to the City's website and social media (also attached).

Below are a few answers to questions:

- Did the City or any city official receive compensation as a result of this utility line warranty program coming to Kenmore? No. (See above)
- What was the process by which this company was selected to offer utility line warranty program?

The NLC recognized the need for these warranties and realized that there were economies of scale that could be achieved through the aggregation of potential homeowners that would result in a lower cost to the homeowner. They also realized that warranties are only as good as the company offering them and after a careful review of providers, it was determined that SLWA had the history and proven track record of providing the superior customer service required for this program.

- What is the National League of Cities and what is its purpose?

The NLC is an organization dedicated to helping city leaders build better communities. Working in partnership with the 49 state municipal leagues, the NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents.

- Under what conditions would the City allow a company to use the City's logo in the company's advertising materials?

The City would allow such an arrangement through a written agreement between the City and that business; and the company's use of the City logo would need to be in return for a municipal-related public benefit—in this case, a warranty program for utility lines. The company would also need to be vetted through a trustworthy source—in this case, the National League of Cities.

- Do other cities participate in this particular program?

Kenmore is the first city in Washington to participate in this specific program through the National League of Cities. Nationwide, NLC states that over 400 municipalities participate in the program.



NLC SERVICE LINE WARRANTY PROGRAM



City Stakeholder Frequently Asked Questions



An NLC Enterprise Programs Partner

Service Line Warranty Program Frequently Asked Questions

Table of Contents

■ SLWA & NLC Background	3
■ City Participation	3
■ Marketing Letters	4
■ Warranty Products	5
Utility Line Responsibility	5
Coverage	5
Eligible Dwelling Types	7
Repairs	7
Contractors	7
■ Billing	8
■ Additional Questions?	8

Service Line Warranties of America ("SLWA") & National League of Cities ("NLC") Background

■ Who is Service Line Warranties of America?

SLWA is a private company that provides optional water and/or sewer service line warranties to homeowners. SLWA is proud to have been selected by the NLC as an Enterprise Programs Partner. The NLC, representing over 218 million Americans, is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. After almost a decade in business, SLWA has an A+ rating with the Better Business Bureau.

The program is offered at no cost to the City and no public funds are used to promote or operate the program. Importantly, SLWA is solely responsible for the administration and service of the warranty programs.

■ Who is the NLC?

The NLC is an organization dedicated to helping city leaders build better communities. Working in partnership with the 49 state municipal leagues, the NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents.

■ Why did the NLC select a single company to introduce these warranties?

The NLC recognized the need for these warranties and realized that there were economies of scale that could be achieved through the aggregation of potential homeowners that would result in a lower cost to the homeowner. They also realized that warranties are only as good as the company offering them and after a careful review of providers, it was determined that SLWA had the history and proven track record of providing the superior customer service required for this program.

■ Is SLWA a member of the Better Business Bureau?

Yes. SLWA has been a member of the Better Business Bureau since 2003 and they are very proud of their exemplary record. SLWA is also approved by the appropriate state regulatory body to operate in the states where it provides coverage.

■ What happens if Service Line Warranties of America goes out of business? What happens to money paid in premiums?

All of SLWA's contracts are month to month and SLWA must legally maintain adequate reserves to satisfy all claims filed. Furthermore, SLWA has filed an application and received state approval in all states in which it operates. Each state has different requirements to ensure consumer protection and SLWA is compliant in maintaining the legally required financial reserves in the form of bonds, funded cash reserves or other financial security depending on the jurisdiction's requirements. Should some unforeseeable event cause undue financial hardship on the company, the rules established by the various state agencies ensures that SLWA's customers are provided with adequate protection that their claims would be paid.

■ Where can I go to find out more about this program?

Please visit SLWA's website at www.SLWofA.com or call them directly at 1-866-922-9006.

City Participation

■ Is this really a letter from the City?

Yes, the City worked with Service Line Warranties of America to make you aware of a program that could potentially save you a lot of money.

■ Why is my City sending this letter to me?

The National League of Cities recognized homeowner water/sewer line warranty services as something many homeowners have expressed an interest. It came to their attention that several state leagues had already endorsed and were already working with SLWA. For this reason, they carefully reviewed SLWA and determined Service Line Warranties of America to be the best option of those companies providing these types of warranties.

Your City Council simply wanted to share the results of the NLC research with its homeowners. So, letters were mailed out by SLWA for the sole purpose of providing program information. Homeowners who wish to learn more about this program or want to enroll are encouraged to contact SLWA directly at the number provided in your letter. Homeowners who are not interested in these services may disregard the letter entirely.

If you choose to enroll in this program, please do so with the understanding that your City in no way warrants or is liable for the work or performance of Service Line Warranties of America. We are only making you aware of the availability of this product since water and sewer line repairs can be very expensive.

■ **Why is the City endorsing this program?**

In these difficult economic times, the City felt it was important to educate residents that they are responsible for the service lines on their property and to also inform you that there was a program offered through a reputable company that could potentially save you a lot of money.

■ **Why is the City working with Service Line Warranties of America for this program?**

This program was brought to the City through an Enterprise Program of the National League of Cities administered by Service Line Warranties of America. SLWA was selected by the NLC because of their high customer service and quality ratings. SLWA has been in business for nearly 10 years and has an A+ rating from the Better Business Bureau. In addition, SLWA was also unanimously selected by the North Central Texas Council of Governments as a shared service provider after a careful review and full vetting by a panel of member cities.

■ **Did the City pay for this mailing?**

No. SLWA pays for all aspects of the program including marketing, customer service and repairs.

■ **Does anyone in my City have an ownership position in SLWA or benefit personally from this program?**

No. SLWA is independently owned and operated and no City official, employee or relative receives any personal compensation whatsoever. In other words, no one in your City is participating for personal gain.

■ **What is in this Program for the City?**

This program provides several benefits for the City. First, it educates residents of their service line responsibility. Secondly, SLWA only uses qualified local contractors so repair dollars stay within the community, which helps us all. Lastly, the City can be assured that all repairs are performed to code and that all appropriate permitting is pulled. This saves the City money because it encourages residents to report water and sewer leaks in a timely manner. Timely water line repairs conserve water and reduce water loss for the City. Timely sewer line repairs minimize wastewater pollution.

■ **Is the City receiving any compensation from SLWA?**

SLWA does offer the City itself compensation for allowing the use of the City seal on the letter. Why? The support of the City alerts residents of the legitimacy of the program resulting in more enrollments, which in turn allows SLWA to offer a lower price to the City's residents because of the increased participation. However, Kenmore declined this compensation and instead directed SLWA to reduce the premium to residents.

■ **Is there a minimum participation necessary for a City to stay in the program?**

No, there is no minimum participation required.

Marketing Letters

■ **A resident is upset because they did not receive the letter. Why didn't they?**

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Infogroup is an active member of the Direct Marketing Association ("DMA") and adheres to all industry guidelines and government laws regarding responsible use and distribution of personal information. Therefore, the resident may have at one time requested they be placed on a "Do Not Solicit" list which both Infogroup and SLWA would have to honor. Conversely, the US post office enforces that each address be registered as deliverable – the resident may have fallen off the list during the USPS "cleansing" which occurs before the letter can be put in the mail.

■ **A resident is upset that the letter arrived in the name of their deceased spouse. Why did this happen?**

SLWA purchases a list of city homeowners based on the city boundary map from an independent list vendor, Infogroup. Chances are that the source files used by this vendor have not been updated yet to reflect this change. If the resident elects to enroll, all future correspondence from SLWA to the resident will be corrected. SLWA cannot legally submit the requested name change to the DMA, which is a national, nonprofit organization, due to privacy laws.

■ **A resident does not want to receive any solicitations. How can this be accomplished?**

Contacting SLWA at 1-866-922-9006 will ensure that SLWA will not contact this resident again (keep in mind however that if the request comes in before the 2nd letter is sent, the customer will in fact receive the second letter because there is not an opportunity to pull it from the post office). If the customer does not want to receive any solicitations from anyone ever again, they will need to go directly to the Direct Mail Association, which is a national, non-profit organization which keeps a national repository of "DNS" requests. Neither SLWA nor Infogroup is legally allowed to submit the residents name to the DMA due to privacy laws.

■ **What should a resident do if they want more information and did not get the letter?**

The resident can call SLWA directly at 1-866-922-9006 to request information or get a copy of the letter sent to them. They can also visit SLWA's website at www.SLWofA.com to view the details and enroll.

Warranty Products

Utility Line Responsibility

■ **Isn't my City or utility company responsible for my lines? If not, doesn't my Homeowner's Insurance cover this type of Repair?**

Typically no. Most homeowners are surprised to learn that they are responsible for the repair and replacement of their broken or leaking utility lines, and most homeowners policies will pay to repair the damage created by failed utility lines but not for the repair itself. We encourage you to call your insurance company to determine your actual coverage. If you live in a condominium or duplex dwelling, we encourage you to contact your homeowners association to determine if you need this coverage prior to enrollment.

■ **What part of my water or sewer line am I responsible for maintaining?**

Homeowner responsibility varies greatly across the U.S. In some areas, the utility is responsible for the sewer lateral that runs from the main line to the right-of-way, property line or sewer clean-out near the curb. In other areas, the utility is not responsible for any portion of the lateral line that runs beyond the main line. For water service lines, the utility generally only covers the portion of the line from the main to the curb stop valve or water meter at the edge of the property. Regardless of these local differences, SLWA will provide coverage for the portion of the service line for which you are responsible.

In the City of Kenmore, for sewer, the responsibility is up to the property line. For water, the responsibility is up to the back of the meter.

Coverage

■ **What causes cracks, holes or leaks in utility lines?**

Time: Wear and tear over time. It can be that simple. Over time, fittings can fail, pipes can corrode and your house can shift and settle. A small crack or pinhole develops and leads to a leak. Next thing you know, your utility line has failed.

Weather: Freezing, thawing; rain, snow; each change of seasons brings with it a different challenge to your utility lines, and the potential for cracks and leaks.

Landscaping: We all admire the beauty of a landscape graced with trees and shrubbery, but tree roots are not friends of your utility lines. Wrapping themselves around your lines, they will eventually cause cracks, leaks and clogs.

■ **What items are included as part of the warranty?**

The external water and/or sewer line warranty covers the underground service line from the foundation of your home to the point where the line becomes the utility's responsibility. If any part of the line is broken and/or leaking, SLWA will repair or replace the line in order to restore the service (including clearing tree roots from the water or sewer line).

■ **What items are excluded as part of the warranty?**

The water line warranty does not cover the costs of repairs to the meter or meter vault nor does it cover branch lines to sprinklers, pools, hot tubs, etc. The sewer line warranty does not cover septic systems. The warranties are designed to ensure that the homeowner has utility service to the primary residence for purposes of drinking, cooking and cleaning. Repairs for damages caused by the homeowner, a third party, natural disaster, act of God or by other insurable causes are also not covered. Complete Terms and Conditions for your residence can be viewed by visiting www.SLWofA.com. You will be asked to enter your zip code to ensure the correct version is displayed.

■ **Does the warranty include the inside of the house?**

No. The external water and sewer line warranties do not provide coverage for inside the house.

■ **Who replaces landscaping if damaged?**

SLWA will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces.

■ **Is soil movement due to ground shifting covered?**

Yes, ground shifting is one of the major causes for water and sewer line breaks. If the line is broken and leaking, the repair is covered under the warranty.

■ **Is tree root damage covered?**

Yes, invasive tree roots are another major cause for water and sewer line failures. If the line is broken, leaking or clogged, the repair is covered under the warranty.

■ **Will the company inspect the lines for residents?**

While SLWA reserves the right to inspect lines for pre-existing conditions, they generally do not inspect lines for residents to look for leaks or other problems. SLWA responds to customers who report a claim for a line leak, clog or other failure from normal wear and tear.

■ **When does my warranty start?**

Coverage begins 30 days after enrollment unless otherwise noted through a promotional letter.

■ **The Coverage Cap looks adequate but does SLWA have an annual or lifetime restriction on how much they will pay to repair?**

No. Unlike some other warranties available, SLWA provides you with the full coverage per incident. They will pay up to your coverage amount each and every time you need them. SLWA does not deduct prior repair expenses from your coverage cap or limit the amount they will pay annually.

■ **What are the event caps for the warranty? What are the annual caps per household?**

Coverage caps listed in the Terms & Conditions are per occurrence as follows:

Water — \$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

Sewer — \$4,000 plus an additional \$4,000 for public street cutting, if necessary

There are no annual or lifetime caps for coverage. Coverage is provided on a per incident basis and all work is warranted for one year. It has been SLWA's experience that these coverage caps will more than adequately provide coverage 99.9% of the time. In the rare instance that the repair is greater than the coverage provided, SLWA will work closely with the contractor to provide the homeowner the additional work at SLWA's discounted cost. ***Please note – if your city has special coverage situations, please refer your citizens to the actual Terms & Conditions which can be found at www.SLWofA.com.***

■ **If more than \$4,000 is required for repairs or public street cutting, does the resident cover the cost?**

In the rare case that the repair exceeds \$4,000 the resident will be responsible for the difference. SLWA works very closely

with its local contractors to avoid this situation and in the unlikely event this should occur, the customer enjoys pricing that would not otherwise be available from the contractor. **Please note – if your city has special coverage situations, please refer your citizens to the actual Terms & Conditions which can be found at www.SLWofA.com.**

■ **I cannot find my Terms and Conditions. How can I get another copy?**

You may either call SLWA at 1-866-922-9006 to request another copy or visit www.SLWofA.com and follow the navigation prompts under “Manage Account” to log in. Once logged-in, select “View Terms & Conditions” from the home screen. The warranty product(s) that are active on your account will be displayed. Once you make your selection, your Terms & Conditions will display as a .pdf. You can print or save them at this time in addition to viewing them online.

Eligible Dwelling Types

■ **Is the program just for residents, or can businesses participate?**

This program is only available for residential dwellings.

■ **I live in a condominium. Am I responsible for my water or sewer line?**

Please contact your homeowners association to determine if you are personally responsible for your water or sewer service line. If you are responsible and you have a single service line serving your dwelling, you are eligible to enroll. If you are served by a shared line, please contact SLWA at 1-866-922-9006 to determine eligibility.

■ **Can my condominium association enroll in this program?**

Yes. Because coverage issues can vary widely between associations, please call 1-866-922-9006 to speak with an employee who specializes in this custom coverage program.

Repairs

■ **What do I do if I need a repair?**

Simply call SLWA’s 24-hour hotline number at 1-866-922-9006 to speak with one of their claim representatives. There are no forms or paperwork for you to complete. Once you report a claim, their contractor must call you within an hour to schedule an onsite visit, which typically occurs within 24 hours, but on a rare occasion could take as much as 48 hours - including holidays and weekends.

The vast majority of repairs are completed within 1–2 days of receiving the claim. Claims taking longer than a day are those which usually require utility line marking to prevent accidental damage to other lines on the property. At the completion of your repair, you will be sent a satisfaction survey. Results of these surveys are used to continually improve SLWA service levels and processes. SLWA has consistently enjoyed a 96% customer satisfaction rating (excellent and good categories).

■ **What codes will SLWA adhere to? The current code? The original code at the time of installation?**

If the line is broken and leaking, SLWA will repair or replace the leaking portion of the line according to the current code.

■ **Who will do the repair work?**

SLWA only employs qualified contractors from the local area who have the desire and ability to meet the high standards established by SLWA.

Contractors

■ **How selective is SLWA when choosing contractors to conduct repairs?**

SLWA is very particular when it comes to selecting contractors into their network. SLWA’s objective is to provide the highest levels of customer service, and all SLWA contractors understand the importance of their role. SLWA works with local contractors that have both the desire and ability to meet their high customer service standards.

■ **How many plumbers is SLWA going to work with in my City?**

The number of plumbers depends on the number of households in the City. Generally, SLWA starts with a minimum of two contractors for the smallest cities, and adds one additional contractor for each 10,000 households of population.

■ **What if the plumber does poor work?**

SLWA screens local contractors to ensure that they have the desire and ability to meet the high standards established. All work is guaranteed for one year. Any work that fails to meet the warranty or quality standards will be re-performed by the contractor or another contractor at no cost to the homeowner.

Billing

■ **How will I be billed?**

The choice is yours. SLWA can invoice you monthly, charge your card or deduct the monthly amount automatically from your checking account. You can make payments monthly or annually.

■ **Is this a long-term commitment?**

No. The contract is monthly and you may cancel your warranty at any time. If you have prepaid your contract and decide to cancel before the end of the term, you will be refunded the unused portion of your premium.

■ **Am I able to pay my bill online?**

Yes. Simply login to SLWA's website at www.SLWofA.com and follow the navigation prompts under "Manage Account" to log in. Once logged-in, if you have already received an invoice, you can go online to pay your bill. Select "Make a Payment" from the home screen. You can choose to pay by credit card or bank draft, and you can choose to make a onetime payment or set your account up for recurring charges or drafts. You will receive an electronic receipt in your email after your transaction is complete. If you have not yet received your first invoice but would like to prepay on your warranty service, please call Customer Service at 1-866-922-9006 to assist you.

■ **Can I set up recurring payments online?**

Yes. Please visit www.SLWofA.com and follow the navigation prompts under "Manage Account" to log in. Once logged-in, select "Update Payment Method" from the home screen. You will select the warranty products that you want to set up on a recurring payment method on the next screen. Follow the prompts to choose your new payment method (you can choose between Recurring Credit Card, Recurring Bank Account Withdrawal, and if you are already set up on a recurring payment method, you can also switch back to Invoice) and to provide the details on that payment method. You will receive an electronic receipt in your email after your transaction is complete.

Additional Questions?

This document contains answers to the most commonly asked questions you may encounter regarding the National League of Cities Service Line Warranty Program introduction. However, rest assured that Utility Service Partners is available to assist you at any time. For assistance, simply call toll-free at 1-866-922-9006 or email us at Partnerships@utilitysp.net and we will be happy to help.



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

Subject/Topic: Authorize City Manager to execute Utility Service Providers (USP) Marketing Agreement Contract 17-CI680	For Council Meeting Agenda of: May 8, 2017 Department: Finance and Administration Prepared by: Joanne Gregory										
Proposed Council Action/Motion: Authorize City Manager to execute Marketing Agreement Contract 17-CI680 with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA") and provide direction on use of \$.50 royalty payments	<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"><u>[Signature]</u> 4-28-17</td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right">DR</td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right"><u>[Signature]</u> 4-28-17</td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right"><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: Draft Marketing Agreement Letter from National League of Cities (NLC) dated August 12, 2013 NLC Service Line Warranty Program Powerpoint slides		<u>Initial & Date</u>	Approved by Department Head:	<u>[Signature]</u> 4-28-17	Approved by City Attorney:	DR	Approved by Finance Director:	<u>[Signature]</u> 4-28-17	Approved by City Manager:	<u>[Signature]</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>[Signature]</u> 4-28-17										
Approved by City Attorney:	DR										
Approved by Finance Director:	<u>[Signature]</u> 4-28-17										
Approved by City Manager:	<u>[Signature]</u>										
Expenditure Required N/A	Amount Budgeted N/A	Appropriation Required N/A									
<u>INFORMATION/BACKGROUND:</u> The National League of Cities (NLC) has partnered with Utility Service Providers (USP) to make available a water/sewer service line warranty program for homeowners. This program is offered to residents at no cost to the City and could potentially save a resident the high cost of repairing broken or leaking water or sewer line. The City became aware of this program in 2013 but USP was unable to offer it in the State of Washington at that time. This has now been resolved and the program can be offered here in Washington. USP was selected by NLC based on the recommendations of an Evaluation Committee and review of its financial strength, experience in the marketplace, business plan, and the regulatory environment. More information about the organization can be found on the website at http://www.utilitysp.net Dawn Reitan of the City Attorney's office will complete a review of the agreement prior to execution.											
<u>FISCAL CONSIDERATION:</u> This program is offered at no cost to the City. An agreement between the provider and the City of Kenmore provides for a royalty payment to the City of Fifty Cents (\$.50) per subscription in consideration of the use of the City's name and logo. The royalty payment can be applied as a reduction of the homeowners cost if the Council wishes to forgo the payment to the City. Council direction is requested on the matter of the royalty payment.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide effective and efficient services.											

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MARKETING AGREEMENT

DRAFT

This MARKETING AGREEMENT ("Agreement") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of Kenmore, Washington ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

DRAFT

Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor David Baker
City of Kenmore
18120 68th Ave NE
P.O. Box 82607
Kenmore, WA 98028-0607
Phone: (425) 398-8900

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

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7. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. Assignment. This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. Counterparts/Electronic Delivery; No Third Party Beneficiary. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Washington. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF KENMORE

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name:

Title:

Name:

Title:

Exhibit A
NLC Service Line Warranty Program
City of Kenmore
Term Sheet
April 7, 2017

DRAFT

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$8.49 per month; \$97.00 annually)
- b. External water line warranty (initially, \$6.49 per month; \$73.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the property line until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the meter and/or curb box until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines.
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.



2013 Officers

President
Marie Lopez Rogers
Mayor
Avondale, Arizona

First Vice President
Chris Coleman
Mayor
Saint Paul, Minnesota

Second Vice President
Ralph E. Becker
Mayor
Salt Lake City, Utah

Immediate Past President
Ted Ellis
Mayor
Bluffton, Indiana

Executive Director
Clarence E. Anthony

August 12, 2013

Joanne M. Gregory, CPA
Director of Finance & Administration
City of Kenmore
Washington

Dear: Ms. Gregory

Thank you for your inquiry into the selection process for the NLC Service Line Warranty Program. Below you will find information about the program, including the selection process:

About the NLC Service Line Warranty Program

Many homeowners are unaware that they are responsible for the repair and replacement of water and sewer lines, until there is a problem. Residents often turn to the city or utility provider for assistance and are informed that the lines are the responsibility of the homeowner. NLC understood this challenge, confirmed with member groups the need for a warranty program for residents and began exploring options.

The NLC Service Line Warranty Program is an affordable home protection solution that helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. The NLC Service Line Warranty Program provides residents access to a low cost warranty that will provide repairs without costly deductibles or service fees.

There is no cost to cities that elect to participate in the program, and some cities chose to receive a share of the revenues collected. Implementation is easy with no fees for all required services. There is a 24/7 staffed repair hotline for residents, 365 days a year. The repair work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim.

Program Development

In 2009, Jim Hunt, councilmember of Clarksburg, West Virginia, and NLC past president, suggested that NLC explore the service line warranty program offered by the West Virginia Municipal League through Utility Service Providers (USP) that had been well received by member cities and city residents. Lisa Dooley, executive director, West Virginia Municipal League, shared the organization's satisfaction with the program, especially the ease of implementation, program affordability and quality customer service. In exploring the viability of the program on a national basis, NLC learned that USP had a similar sponsorship agreement with the Oklahoma Municipal League.

Simultaneous to NLC's exploration process, the North Central Texas Council of Governments (NCTCOG) selected USP as the provider of a service line warranty program in the Dallas/Fort



Worth area, which includes 230 cities with a population of 6.5 million. This selection process included a competitive bid process. NLC spoke with Mike Eastland, NCTCOG's Executive Director to confirm the evaluation process, which was comprised of several member cities and NCTCOG staff, and later reviewed the interlocal agreement that allows local governments to access the master contract held by NCTCOG. USP was unanimously selected by the Evaluation Committee over three competing service providers.

Several factors lead NLC to partner with USP to market and promote the NLC Service Line Warranty Program, including the partner's financial strength and experience in the marketplace. NLC staff reviewed the most recent financial audit, which had an unqualified opinion by the accounting firm PricewaterhouseCoopers LLP. A review of USP's business plan provided information about their business structure and relationship with the parent company; the proposed implementation strategy; and a review of the regulatory environment that prompts USP's entry into the market.

Additionally, USP had experience working with municipalities, including smaller municipalities that have populations of fewer than 50,000. It also had experience working with membership associations, like NLC and state leagues, and a willingness to share revenues with program participants.

Experience to Date

NLC is committed to the partnership with USP through September 2018. USP has rolled the program out to 46 of the 48 continental/contiguous states and is working hard to have coverage in all 48. As was the case prior to our partnership, USP has an exceptionally low denial rate and an A+ Better Business Bureau rating with zero complaints over the three year reporting period. There are more than 170 cities participating in the program as of May 2013.

I hope you will find this information helpful. Please do not hesitate to contact me if you have additional questions.

Sincerely,



Clarence Anthony
Executive Director



NATIONAL LEAGUE of **CITIES**



Service Line Warranty Program

Dennis Lyon
dlyon@utilitysp.net
724-749-0301

Administered by
**Utility
Service**
Partners, Inc.

Building Peace of Mind, One Community at a Time



Service Line Warranty Program



Why you should partner with Utility Service Partners

- Partnership with the National League of Cities
- Offers Solution
- Experience
- Reputation





Service Line Warranty Program



National League of Cities (NLC)



“Our goal at the National League of Cities (NLC) is to be a resource and advocate for your city and its residents. NLC recognized the growing problem of aging infrastructure and the dire need to find a solution for not only cities, but for its residents.

As a result, NLC and Utility Service Partners created the NLC Service Line Warranty Program to help city residents save money, ease the frustration over utility line failures and introduce a new service offering to your community. The National League of Cities is proud to partner with Utility Service Partners because we’ve found it to be the most reputable and reliable program – one that will educate your residents on their water and sewer line responsibilities.”

– **Clarence E. Anthony**,
Executive Director, NLC



Service Line Warranty Program



National League of Cities (NLC)

- NLC is the nation's oldest and largest organization advocating for cities.
- After thorough vetting, NLC selected USP to administer the NLC Service Line Warranty Program.
- NLC endorsement adds another layer of oversight, which further protects the city brand.





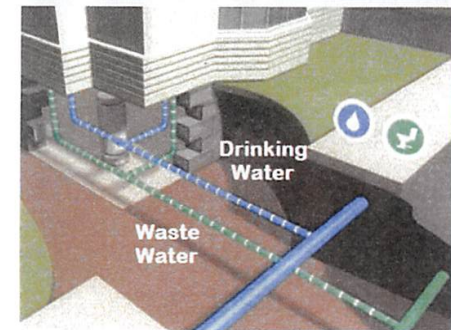
Infrastructure Challenges ... *a National Problem*

- ❑ American Society of Civil Engineers gave our national public infrastructure a **D+ rating** in 2013.
- ❑ **EPA** estimates over the next 20 years **\$77 billion** will be spent on repair/replacement of public water distribution systems, \$10 billion on wastewater collection system upgrades, **\$22 billion** for new sewer construction and **\$45 billion** for controlling combined sewer overflows.
- ❑ Municipalities will spend **\$7 billion** to control municipal storm water.
- ❑ More than **850** water main breaks occur **every day** across the country



Challenges for Homeowners

- ❑ Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- ❑ Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- ❑ Failed lines waste thousands of gallons of water and present an environmental hazard.
- ❑ Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.





Service Line Warranty Program



Municipality Solution for Homeowners

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to \$4,000 coverage per repair incident.
- Additional allowance for public street (\$4,000) and public sidewalk (\$500) repair.
- No annual or lifetime limits.
- No deductibles, service fees, forms, or paperwork.
- 24/7/365 availability.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.



Service Line Warranty Program



Municipality Solution for Homeowners

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits.
- 24/7/365 availability
- No deductibles, service fees, forms, or paperwork.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.



Service Line Warranty Program



Experience

- **Utility Service Partners is the administrator for the National League of Cities Service Line Warranty Program**
 - ❖ Nearly 400 cities are participating in the program
 - ❖ Invested more than \$64 million in private infrastructure repairs
 - ❖ Returned nearly \$4 million to cities through revenue sharing component
- **Management team that has provided these types of services for over 15 years**
- **USP is a solution provider**
 - ❖ Educate homeowners about their responsibility
 - ❖ Provide an affordable repair solution
- **Keep our promise to your homeowners**
 - ❖ 97% claim approval rating
 - ❖ 95% customer satisfaction rating



Service Line Warranty Program



Nearly 400 Partners in 37 States

- | | | | |
|---------------|------------------|----------------|------------------|
| ▪ Alabama | ▪ Indiana | ▪ Nebraska | ▪ South Carolina |
| ▪ Arkansas | ▪ Kansas | ▪ New Jersey | ▪ South Dakota |
| ▪ Arizona | ▪ Kentucky | ▪ New Mexico | ▪ Texas |
| ▪ California | ▪ Maryland | ▪ Nevada | ▪ Utah |
| ▪ Colorado | ▪ Maine | ▪ New York | ▪ Virginia |
| ▪ Connecticut | ▪ Michigan | ▪ Ohio | ▪ Washington |
| ▪ Florida | ▪ Minnesota | ▪ Oklahoma | ▪ West Virginia |
| ▪ Georgia | ▪ Missouri | ▪ Oregon | ▪ Wisconsin |
| ▪ Iowa | ▪ North Carolina | ▪ Pennsylvania | ▪ Wyoming |
| ▪ Illinois | | | |



Reputation

- Brand stewardship
 - ❖ 2013 BBB Torch Award for Marketplace Ethics
 - ❖ A+ Accredited BBB rating
- Commitment to local government
 - ❖ Only service line warranty provider that will never market to consumers without the consent and support of the City
- Respect for homeowner's privacy
 - ❖ Limited mailings to residents



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

Closing

- USP's Partnership with NLC + **Experience + Reputation = Trust** for you and your residents
- USP will keep its promise to our customers
- USP has proven that a company committed to providing exceptional service and a valuable product at a fair-market price can successfully partner with local government





Service Line Warranty Program



Program Administrator

City Official Comments

"The program has already paid out over \$1 million in repairs and replacements for our homeowner's lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program."

- Felicia Moore, City Councilwoman - Atlanta GA



"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs."

- James C. Hunt, past NLC President and former Council Member - Clarksburg, WV

"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines."

- Jon Brodsky, Public Information Officer - Phoenix, AZ





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Works Services Analysis Project Key Recommendations Presented by FCS Group: Scott Bash Proposed Council Action/Motion: None	For Council Meeting Agenda of: November 27, 2017 Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Manager <i>[Signature]</i> <u>Initial & Date</u> Approved by Department Head: <i>[Signature]</i> 11/17/17 Approved by City Attorney: <i>[Signature]</i> 11-17-17 Approved by Finance Director: <i>[Signature]</i> Approved by City Manager: <i>[Signature]</i> Exhibits/Attachments: Power Point Presentation: Key Recommendations
Expenditure Required \$ n/a Amount Budgeted \$ n/a Appropriation Required \$ n/a	
<u>INFORMATION/BACKGROUND:</u> The City entered into an agreement with the FCS group in September of 2016 to conduct the Public Works Services Analysis, with the following outcome goals: - Currently we have a large number of contracts to manage; look at streamlining and improving efficiency of contract management. Identify ways to save money and reduce costs. - Evaluate existing Public Works (PW) contracts and determine whether we are getting fair value for dollars paid. - Improve local control, predictability, and flexibility of our service delivery. - Improve cost control, accountability, reporting, and ability to audit the contracts and services provided. - Gain a better understanding of expected level of service vs. actual level of service, and whether there is a gap between the two. - Evaluate workload generated by our level of service expectations and determine whether they match up with available resources. - Longer term, evaluate the need to plan for and/or acquire future PW infrastructure assets, such as a property for a future PW shop facility.	

Staff returned to Council on November 14, 2016 for a Level of Service(LOS) Workshop. As discussed, LOS will be used to provide a clear way to communicate public works service delivery expectations for internal and external stakeholders as part of the Public Works Services Analysis Project.

After gathering and analyzing data, staff came back to Council on November 6, 2017 to provide an update on LOS and discuss the draft LOS developed by FCS Group. Council provided feedback that has been incorporated into the recommendations for improving performance.

Tonight, we will focus on how we may provide services in the future and the key recommendations developed by FCS Group. FCS Group is recommending that the City continue to provide service with a combination of in-house staff and contracted services. FCS Group recommends the following to help improve our overall public works service delivery:

- Build an organization with City staff as the primary first response team;
- Establish sound business practices;
- Develop metrics to track effectiveness; and
- Evaluate performance and grow the Public Works Department as the City grows.

FCS Group will be submitting a final report by the end of 2017. Next steps will be to take the information from the key recommendations and the final report to develop an implementation plan. Ben Yazici of MuniManage, LLC. has been retained as a consultant to assist the City Manager and the Public Works Department in developing an implementation plan.

FISCAL CONSIDERATION: To be determined as implementation plan is further developed.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
Effective and efficient services.



Public Works Services Analysis



Key Recommendations

Scott Bash, FCS GROUP
November 27, 2017



Project Overview

- ◆ **Levels of Service (LOS)**
- ◆ **Evaluation of Contracts**
 - Lake Forest Park
 - King County
 - Bravo
 - Total Landscaping
 - Building and Facilities
- ◆ **Resources Analysis**



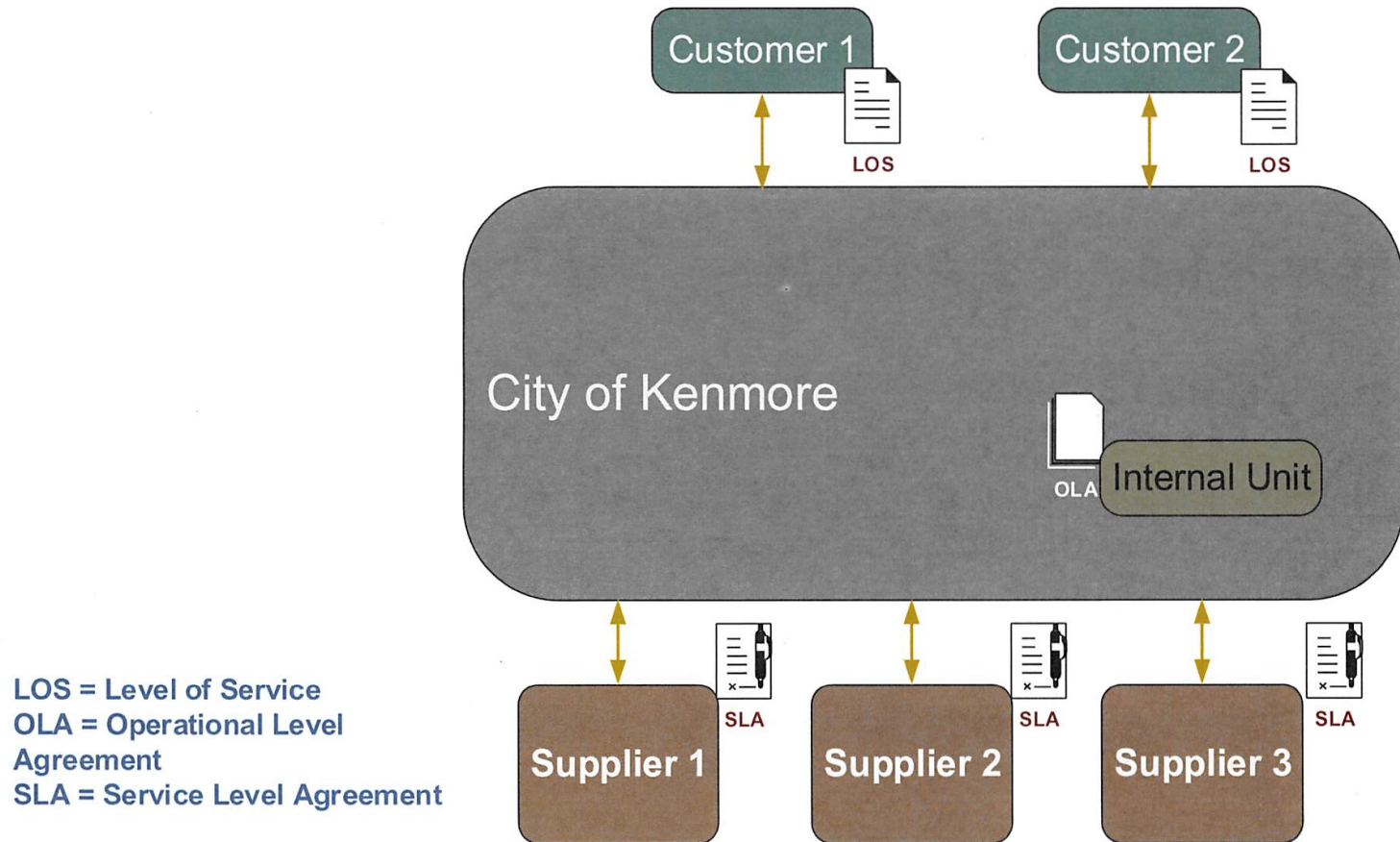
Levels of Service

- 1. Proactively plan and manage surface water for effective flood and sediment control to ensure environmental quality**
- 2. Provide reliable safe and well maintained street and road infrastructure assets**
- 3. Be well prepared to promptly respond to emergencies other disaster situations and calls for service in a timely and effective manner**
- 4. Maintain access and use of the City's facilities, waterfront, parks, trails, and open spaces that are safe, attractive, and clean**
- 5. Comply with policies and regulatory requirements for facilities, surface water, streets, and parks**

Current Situation

- ◆ **Not getting what the City is paying for with contract service providers**
 - Lake Forest Park below contracted production target
 - King County losing available skills and capabilities
 - Low in responsiveness
- ◆ **Large backlog of work, and growing**
- ◆ **Not enough specifics in the current contract language to effectively manage work performance**
- ◆ **Difficult to align cost of service with levels of service**
- ◆ **Competing priorities of service providers negatively impacts customer service response time and resolution time**
- ◆ **Lack of asset data; asset condition, reliability, and life cycle cost**

Current Service Delivery Configuration



Service Delivery Alignment

LOS - Level of Service  LOS	• Must state the commitment to the customer • Identifies the customer and customer type • Defines the targets for levels of services that will be provided
OLA - Operational Level Agreement  OLA	• Defines the interdependent relationships in support of the LOS • Describes the roles and responsibilities • Document the business processes and timeline for delivery of service
SLA - Service Level Agreement  SLA	• Improve the underpinning contract between provider and City • Specify the requirements for good working relationships • Sets boundaries and expectations

Considered Alternatives

- A. Keep existing model with better contract language**
- B. Set up managed competition of complete services**
- C. Move all services in-house**
- D. Create a combination of in-house staff and contracted services**

Alternative D

- Build an organization with City staff as primary first response team
- Establish sound business practices
- Develop metrics to track effectiveness
- Evaluate performance and grow Public Works Organization as City grows

Moving Service Delivery Staff In-House

Pros	Cons
• More control and direction of work • Quality and standards are under the City's direct management • Expected gains in cost efficiency • Increases access to skills by adding to the City workforce • Closer interaction with the crews • Shorter communication path with staff • City has dedicated staff to take on more capacity • Better cost control • Better reporting and analysis capabilities • Current contracts are unfavorable • Better control over City growth response • Directly responsible for performance data	• Additional cost to procure the necessary equipment • Less staff flexibility when not able to share resources • Additional Human resources and management issues • Start-up effort distractions • Impact on Overhead such as admin, office, space, etc. • No place to put extra staff • Less flexibility to maintain an 24 hour on-call service • Learning curve due to lack of internal knowledge



Key Recommendations

1. Update existing contracts for Lake Forest Park now
2. Reconcile money from LFP for 2016 and 2017
3. Develop a plan for bringing front line staff in-house and contracted services for repairs and maintenance
4. Create a plan for establishing a Public Works shop and yard facility
5. Plan for staff growth over time and always maintain some level of contracts to allow for flexibility in workload
6. Configure the information systems to support service delivery
7. Re-write all contracts and include more specifics as a service level agreement (SLA) and City Level of Service Goals



Service Delivery Recommendations

Service Management Governance

Service Delivery Process

Work Control Process

Resolution Processes

Relationship
Processes

Scott Bash
President
scottb@fcsgroup.com

Contact FCS GROUP:
(425) 615-6236
www.fcsgroup.com





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project Update Proposed Council Action/Motion: N/A	For Council Meeting Agenda of: November 27, 2017 Department: Public Works/Engineering Prepared by: Kent Vaughan, PE, Senior Civil Engineer Approved by Department Head: <u>Initial & Date</u> Approved by City Attorney: <u>NA</u> Approved by Finance Director: <u>me 11/15/17</u> Approved by City Manager: <u>FGK</u> <u>Exhibits/Attachments:</u> Exhibit A: Walkways & Waterways roadway section Exhibit B: Project cost / funding strategy
<u>INFORMATION/BACKGROUND:</u> Project Scope: The Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project (Project) is included as part of the City's Walkways and Waterways (W&W) Bond Measure. The improvements are planned along Juanita Drive NE (NE 143rd Street to NE 170th Street). The Project scope includes widening the existing roadway to accommodate sidewalk on one side of the street and buffered bike lanes on both sides of the street. Other project components include storm drainage, retaining walls, horizontal curve re-alignment, additional left turn storage, landscaping, re-striping, utility relocation, and right-of-way/easement acquisition. The total project length is approximately 7,700 feet (1.46 miles). Progress Update: Staff contracted with HDR, Inc. Engineers to begin design of the project in late February 2017. To date, the project team has completed field reconnaissance, surveying and base mapping, draft environmental documentation, design of several preliminary conceptual layouts, 30% Plans, Specifications and Estimate, preliminary discipline reports, cost estimating and grant preparation (3). Highlights of the 30% project design include: - Improved roadway: - Road widening to achieve desired Walkways & Waterways roadway section, which consists of a 6-foot wide sidewalk, 4-foot wide landscaped amenity strip, two 0.5 foot curbs, two 5-foot wide bike lanes with 2-foot buffers, and two 10-foot travel lanes (see Exhibit A);	

- Safety improvements:
 - Reduced super-elevation cross slopes in the S-curves;
 - Additional southbound left turn storage at intersections and along existing multi-family developments near NE 170th Street. NOTE: Southbound left turns at NE 155th Street in the S-curves will be restricted. This intersection will be right-in, right-out only to improve motorist and bicycle safety and keep improvements within existing right-of-way to avoid impacts to the golf course;
- Cost-saving measures:
 - Asphalt overlay only in areas with numerous lateral trench cuts;
 - Elimination of amenity strip across from NE 145th Street to avoid replacement of the existing recently installed rock wall.

Schedule: The current milestone completion schedule for this project is provided below. The schedule assumes that the right-of-way phase can be completed in one year (2018). Although staff intends to bid and construct the improvements as one project when grant funding is secured, the construction timeline accounts for the possibility that the project may be phased and constructed in segments over a 5-year period (this assumes that all project funding is secured):

Public Open House:	1 st Quarter 2018
Environmental/Permitting:	2 nd Quarter 2018
Final Design:	4 th Quarter 2018
Right of Way Acquisition:	4 th Quarter 2018
Construction:	2019 -2023

FISCAL CONSIDERATION:

The desired Walkways and Waterways project would cost \$13.6 million, which is higher than the original bond measure estimate of \$12.7 million.

NOTE: Estimated project costs above reflect the recent surge in the region's construction costs and includes a 35% contingency and 6% inflation over 2 years (total 12%). Typically, 30%-40% is the standard contingency placed on a project at this level of design. However, staff has taken a more conservative approach in estimating the project cost due to the uncertainty of the bidding climate and inflation as construction is planned for over a year away and the uncertainty of other project requirements related to permitting conditions. As design progresses, the overall project cost will be refined and contingency may be reduced.

With the Walkways and Waterways bond measure, the Juanita Drive project was always assumed to be only partially funded with the remainder to be funded through grants. The current revenue for the project (\$5.5 million) consists of W&W bond measure funds (\$5 million) and the secured WSDOT Ped/Bike grant (\$0.5 million). Based on the preliminary design estimate, there is an estimated \$8.1 million in additional funding needs to be secured.

To fully fund and complete the project, staff proposes the following steps:

1. Continue to seek grant funding in 2018;
2. Increase City contribution from such sources as the City's traffic impact fee fund and Real Estate Excise Tax;
3. Phase project delivery, if needed.

Staff recommends continuing with Step 1. Staff applied for three grants in 2017 including the TIB Urban Arterial Program (UAP)-2017 (\$6.4M- announcement in late November 2017), PSRC TAP (\$0.9M-not selected) and

DOE (\$1.4M-announcement in January 2018) totaling \$8.7M. NOTE: the DOE grant would not reduce the project budget but would offset City cost to build an enhanced drainage system exceeding City standards that would treat more existing impervious area upstream of Lake Washington / Sammamish River to improve water quality and downstream erosion issues.

Other funding sources to be released in early 2018 include the WSDOT Highway Safety Improvement Program (HSIP), PSRC Surface Transportation Program (STP), WSDOT Pedestrian and Bicycle Program-2018, and TIB Urban Arterial Program (UAP)-2018. Staff recommends applying for these grants in 2018 and revisiting steps 2 and 3 if necessary as success in applying for grants becomes known.

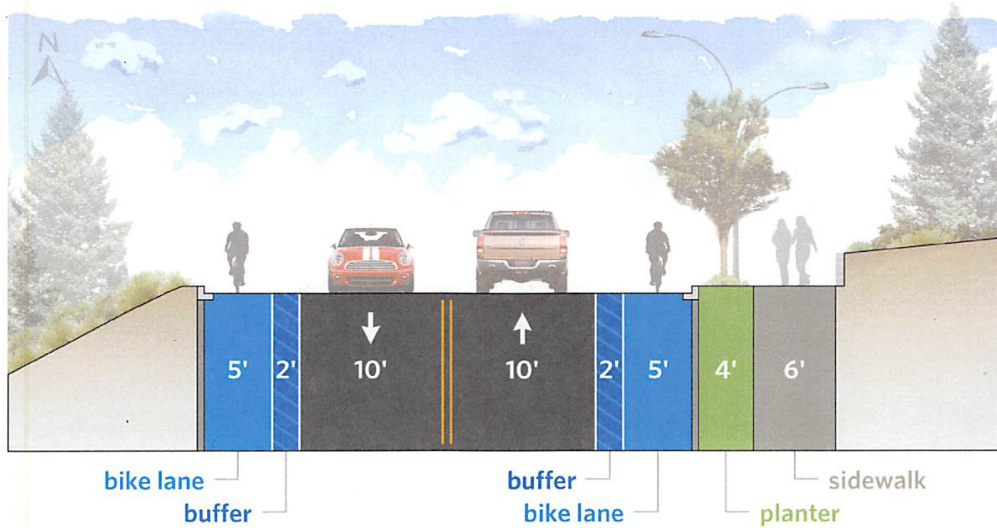
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

Exhibit A

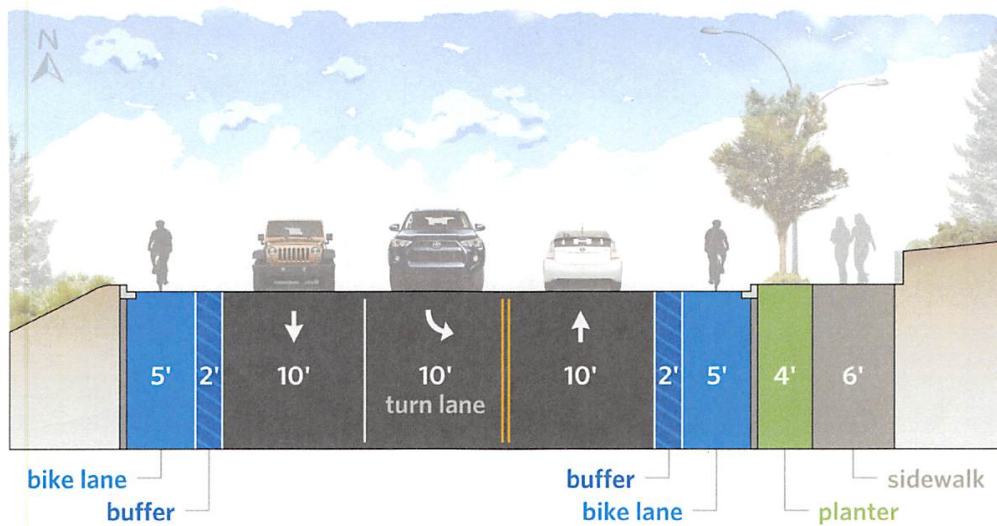
Typical Section – two lanes

looking North



Typical Section – two lanes with turn pocket

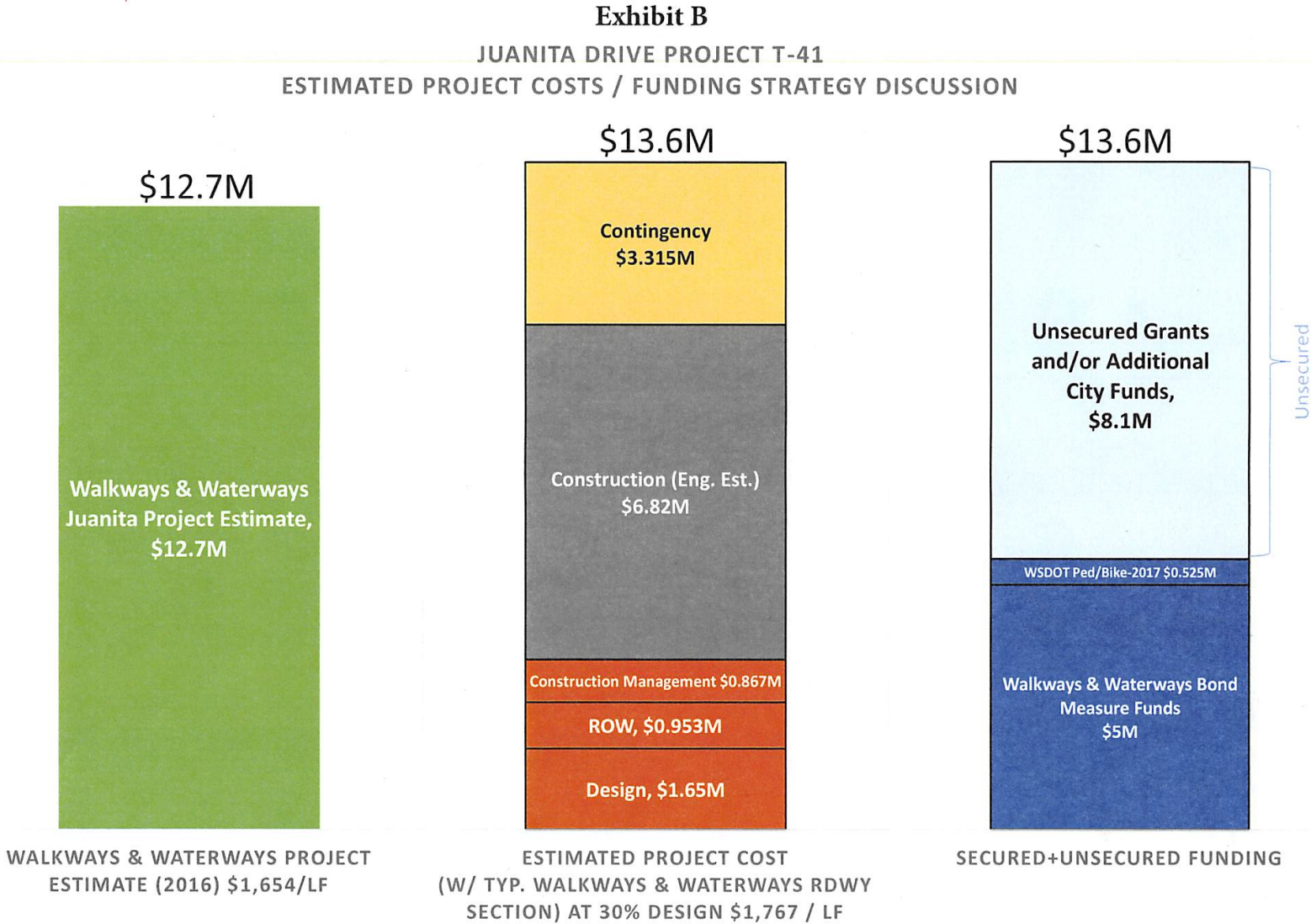
looking North



Typical Cross-sections

Juanita Drive NE Complete Streets

DOLLARS (IN MILLIONS)





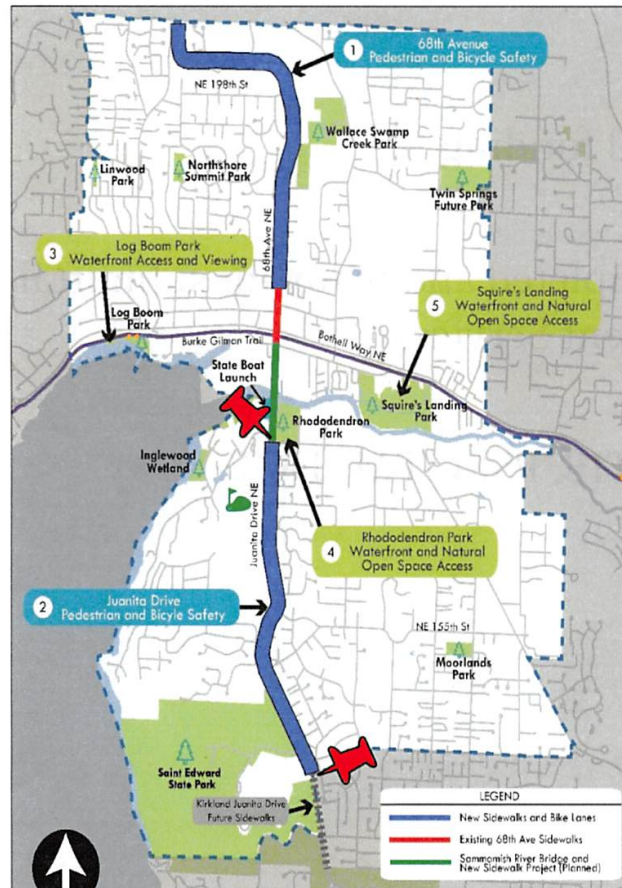
Walkways & Waterways Juanita Drive NE Pedestrian and Bicycle Improvements Project Update

Kent Vaughan, Senior Civil Engineer
John Vicente, Acting City Engineer
Stephanie Forman, HDR Engineering
Paul Ferrier, HDR Engineering

WHY ARE WE HERE TONIGHT

- Juanita Drive status and schedule
- Discussion of project Cost and proposed funding strategy

Juanita Drive Project Scope

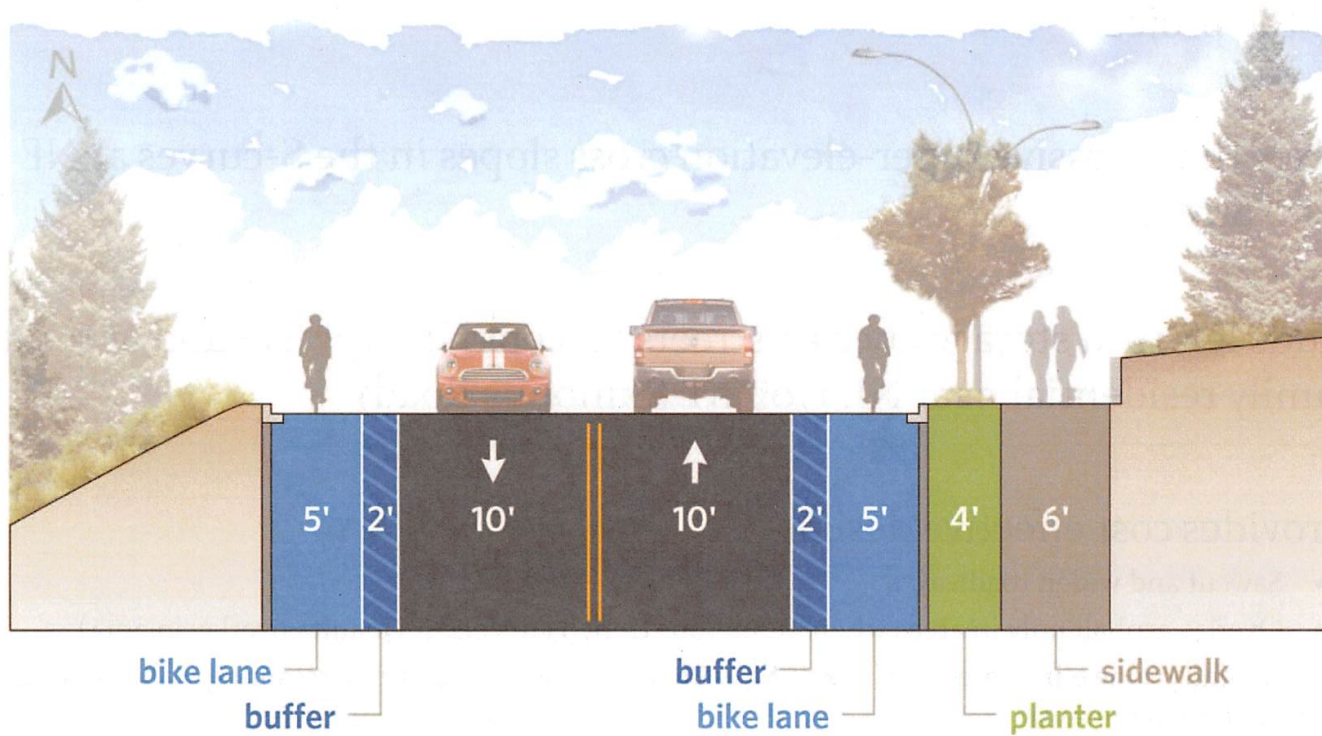


- Improve roadway:
 - Sidewalk on one side of the street
 - Buffered bike lanes on both sides
- Project limits:
 - Juanita Drive NE - NE 143rd Street (Kirkland border) to NE 170th Street (Simonds Road)
- Other project components:
 - Storm drainage
 - Retaining walls
 - Additional left turn storage
 - Landscaping
 - Re-striping
 - Utility relocation
 - Right-of-way/easement acquisition
- Total project length:
 - Approximately 7,700 feet (1.46 miles)

Current Progress

- 30% level design completed
- Added NEPA to be eligible for federal funding
- Draft environmental documents completed and ready for submittal to WSDOT, FHWA and City Development Services
- Three (3) grants submitted in 2017: TIB, PSRC TAP, DOE

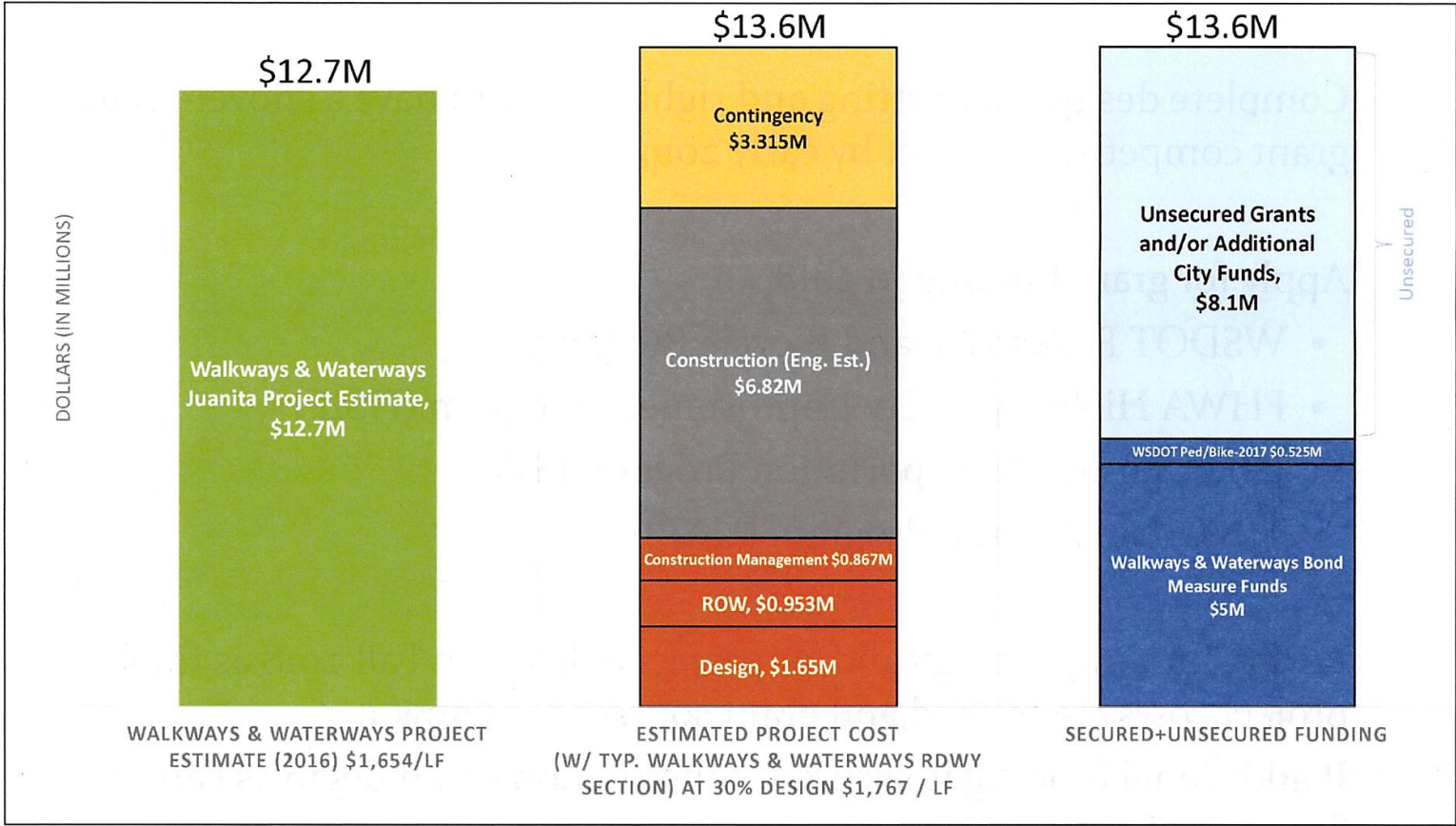
30% Design Typical Roadway Section



Design Highlights

- Incorporates desired Walkways & Waterways roadway section (buffered bikes lanes, amenity zone and sidewalk on one side of street) for most of the project
- Fixes the excessive super-elevation cross slopes in the S-curves at NE 155th Street
- Adds left turn storage at cross streets (except NE 155th ST) and at multi-family residential near NE 170th ST (Simonds Road)
- Provides cost effective design
 - Sawcut and widen roadway
 - Overlay asphalt only in areas where numerous trench cuts occur (Juanita overlay in 2014)
 - Amenity zone eliminated at NE 145th Street to avoid costly soldier pile retaining wall (existing rockery to remain)
 - No traffic signal improvements
 - Southbound left turn restricted at NE 155th Street to improve safety and avoid road widening that would result in right-of-way impacts to golf course and costly retaining walls

Project Cost / Funding Strategy



Next Steps

- Public open house planned for January 2018 (after holidays)
- Complete design, permitting and right-of-way to have a shovel-ready, grant competitive project by early 2019
- Apply for grant funding in 2018
 - WSDOT Pedestrian and Bicycle Program
 - FHWA Highway Safety Improvement Program (HSIP)
 - PSRC Surface Transportation Program (STP)
 - TIB Urban Arterial Program (UAP)
- Revisit funding strategy and/or project delivery in Fall 2018 as final project costs are refined and grant sources are known.
- If additional funding is secured, construction could begin as early as Summer of 2019.



Questions/Comments?



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project – Progress Update and Budget Discussion

For Council Meeting Agenda of: November 27, 2017

Department: Public Works/Engineering

Prepared by: Kent Vaughan, PE, Senior Civil Engineer

Proposed Council Action/Motion:

Authorize the City Manager to move forward with a reduced 68th Avenue NE roadway section design as necessary to minimize tree, stream and property impacts and project costs.

Initial & Date
Approved by Department Head: Q 11/16/17
Approved by City Attorney: NA
Approved by Finance Director: Q 11/16/17
Approved by City Manager: PK 11-17-17

Exhibits/Attachments:

Exhibit A: Reduced roadway section

Exhibit B: Downtown roadway section

Exhibit C: Project cost summary

INFORMATION/BACKGROUND:

Project Scope: The 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project (Project) is included as part of the City's Walkways and Waterways Bond Measure. The improvements are planned along 68th Avenue NE (NE 182nd Street to NE 198th Street, west side), 68th Avenue NE (NE 185th Street to NE 187th Street, east side), and NE 202nd Street (66th Avenue NE to 61st Place NE, north side). The Project scope includes widening the existing roadway to accommodate sidewalk on one side of the street and buffered bike lanes on both sides of the street. Other project components include storm drainage, retaining walls, landscaping, re-striping, utility relocation, and temporary construction easement acquisition. The total project length is approximately 7,000 feet (1.32 miles).

Progress Update: Staff contracted with KPFF Engineers to begin design of the project in late February 2017. To date, the project team has completed field reconnaissance, surveying and base mapping, draft environmental documentation, design and evaluation of several preliminary conceptual layouts, cost estimating and grant preparation (3).

Schedule: The current milestone completion schedule for this project is provided below. The schedule assumes that the right-of-way phase can be completed in 2018. Although staff intends to bid and construct the improvements as one project in 2019-2020, the construction timeline accounts for the possibility that the project may be phased and constructed in segments over a 5-year period:

Public Open House:	1 st Quarter 2018
Environmental/Permitting:	2 nd Quarter 2018
Final Design:	4 th Quarter 2018
Right of Way Acquisition:	4 th Quarter 2018
Construction:	2019 -2023

Council Discussion: The 68th Avenue NE corridor north of the downtown between NE 190th Street and NE 198th Street is forested with large trees and the terrain slopes steeply from west to east. Additionally, there is a type 2 stream (Blueberry Creek) that parallels the existing roadway alignment from 61st Place NE to 66th Avenue NE. Due to these existing site conditions and anticipated tree, stream, and property impacts, and associated increase in construction cost, the project team is requesting authorization to implement a reduced Walkways & Waterways roadway section (36.5 feet) north of downtown, which consists of a 6-foot wide sidewalk, 0.5-foot curb, two 5-foot wide bike lanes, and two 10-foot travel lanes (see Exhibit A). With the reduced roadway section, the project team would preserve as much of the existing trees and vegetation as possible. As design progresses, landscaped amenity zone or bike buffer will be strategically added north of downtown, and if feasible in locations where retaining walls are not needed, and where tree/stream impacts will not occur. In the Downtown area, the roadway section will include the 4-foot wide planter strip between the back of curb and sidewalk on both sides of the street (Exhibit B) or a combination of planter strip and bike buffer.

In addition to the reduced roadway section, staff is seeking Council authorization to use shared lanes with bike sharrows where road widening will conflict with the existing stream from 61st Place NE to 63rd Avenue NE. Without further reducing the roadway section width in this area, the project would need to extend the culvert carrying the stream, which would result in the replacement of the existing culvert with a fish-passable culvert. Based on similar installations, this would add upwards of \$1M to the project cost.

Over the last 6 months, staff has met with and heard from several residents along the corridor who are concerned that the Walkways and Waterways project would have significant impacts along their property and will result in the removal of a significant number of large trees along the corridor. Staff believe the above design revisions are consistent with the bond measure to improve the overall multi-modal safety of the corridor for all users, while minimizing cost and environmental and property impacts.

Recommendation: Staff recommends that City Council authorize the City Manager to move forward with a reduced 68th Avenue NE roadway section design as necessary to minimize tree, stream and property impacts and project costs.

FISCAL CONSIDERATION:

The reduced Walkways and Waterways project would cost \$7.5 million.

NOTE: Estimated project costs above includes a 35% contingency and 6% inflation over 2 years (total 12%). Typically, 30%-40% is the standard contingency placed on a project at this level of design. However, staff has taken a more conservative approach in estimating the project cost due to the uncertainty of the bidding climate and inflation as construction is planned for over a year away and the uncertainty of other project requirements related to permitting conditions.

The total revenue for the project consists of W&W bond measure funds (5.1 million). With Council authorization to implement the reduced Walkways and Waterways project, there is an estimated budget difference of approximately \$2.4 million (\$1.9 million of which is contingency and inflation).

To fully fund and complete the project, staff proposes the following steps:

1. Continue to seek grant funding in 2018;
2. Increase City contribution, if needed.

Staff recommends proceeding with Step 1. At the time of this writing, staff has applied for three grants from the TIB Sidewalk Program (\$600k-announcement in late November 2017), PSRC TAP (\$2.5M-not selected) and DOE (\$1M-announcement in January 2018) totaling \$4.1 M. NOTE: the DOE grant would not reduce the project budget but would offset City cost to build an enhanced drainage system exceeding City standards that would treat more existing impervious area upstream of Swamp Creek to improve water quality and downstream flooding issues.

Other possible funding sources in 2018 include the WSDOT Safe Route to Schools, WSDOT Pedestrian and Bicycle and TIB Sidewalk programs. Staff recommends applying for these grants in 2018.

As design progresses, the overall project cost will be refined and contingency will be reduced as possible. If the proposed grant funding strategy is not successful, staff will return to Council to request an appropriation of additional City funds as part of the 2019-2020 budget cycle, if necessary.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

EXHIBIT A

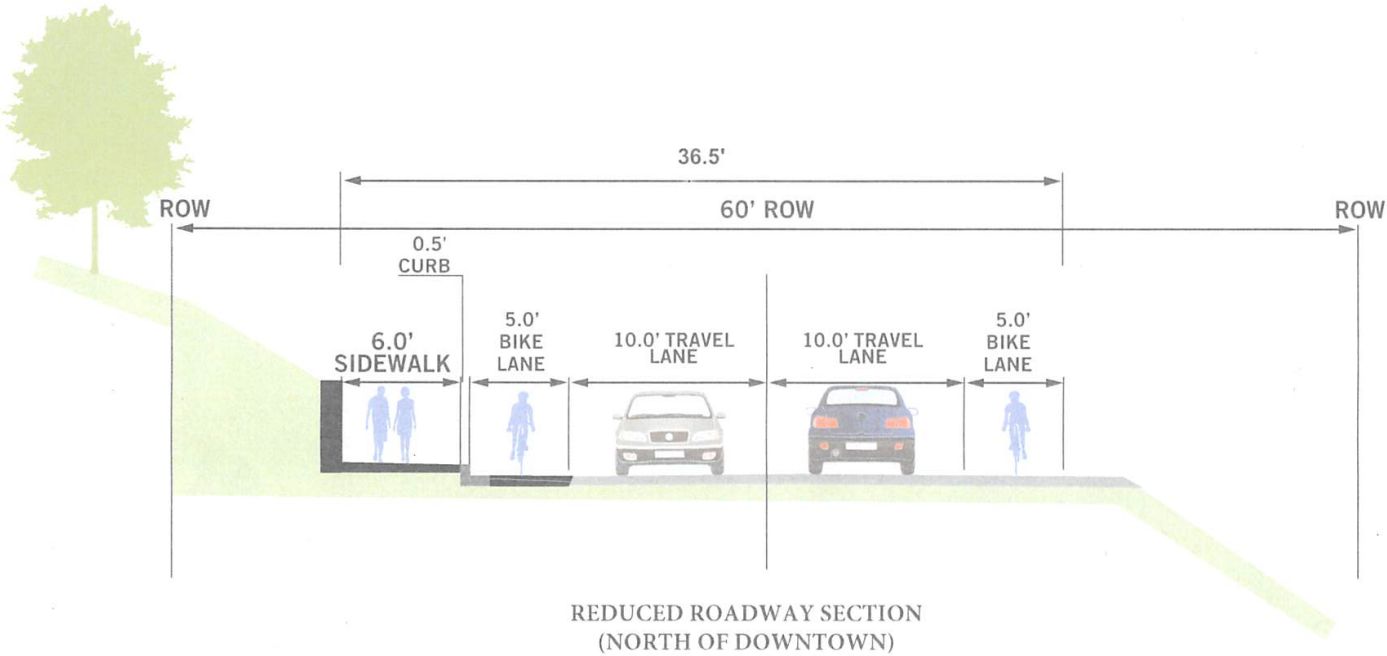
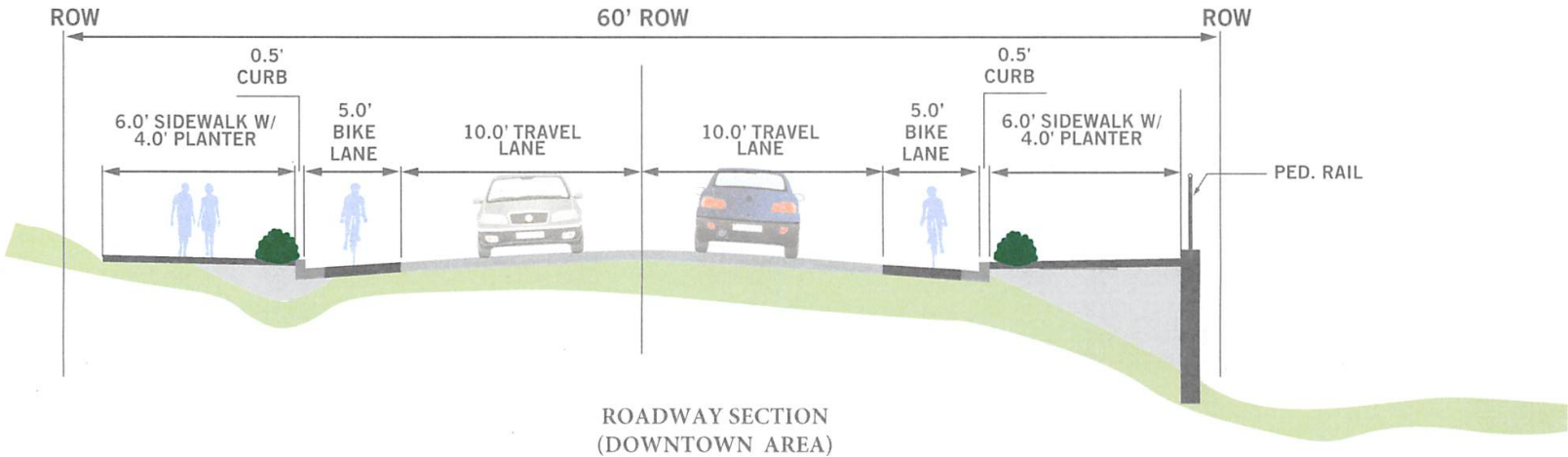


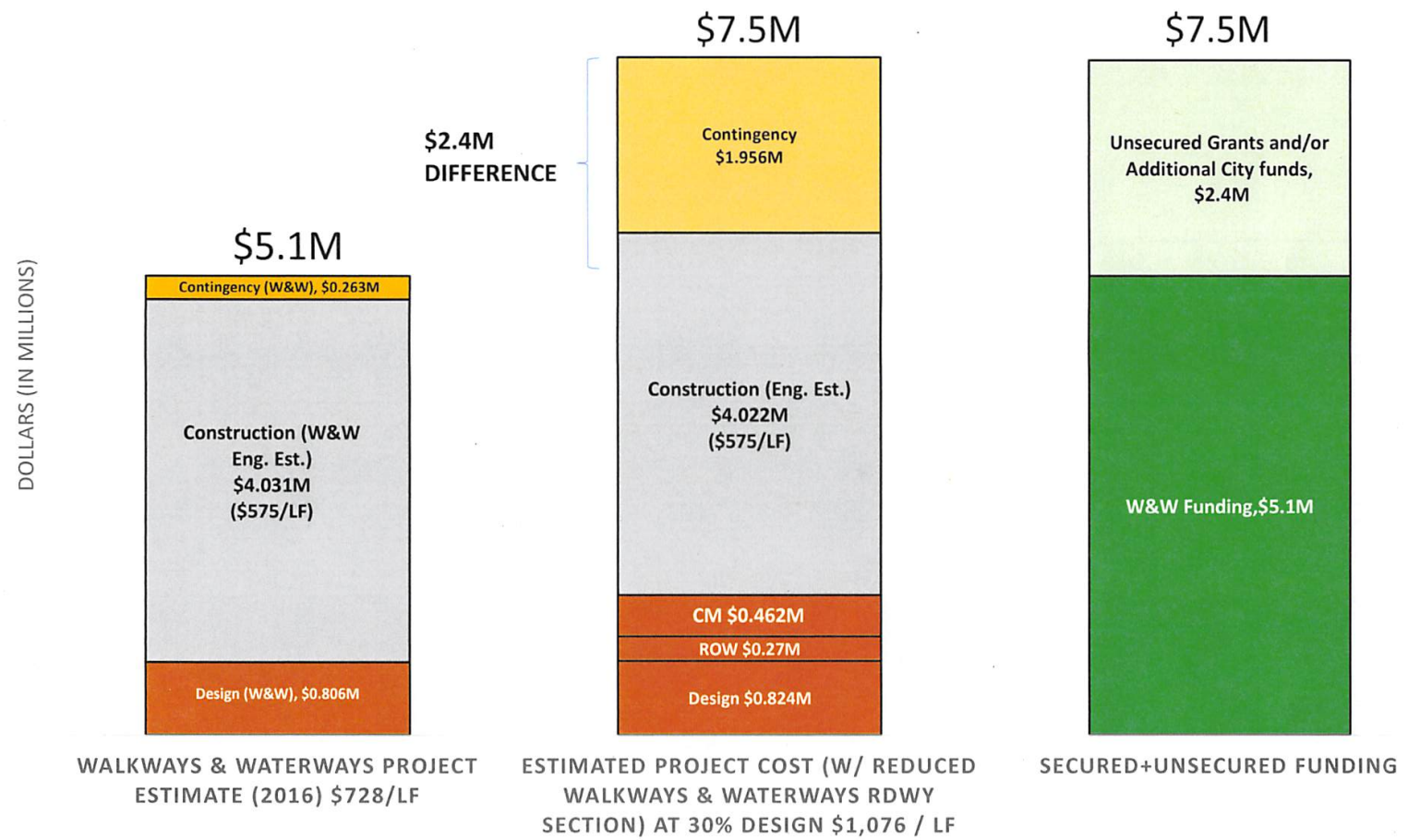
EXHIBIT B



***Option: combination of reduced sidewalk or planter width, and inclusion of bike buffers.**

Exhibit C

68TH AVENUE NE PROJECT T-42
ESTIMATED PROJECT COSTS / FUNDING STRATEGY DISCUSSION





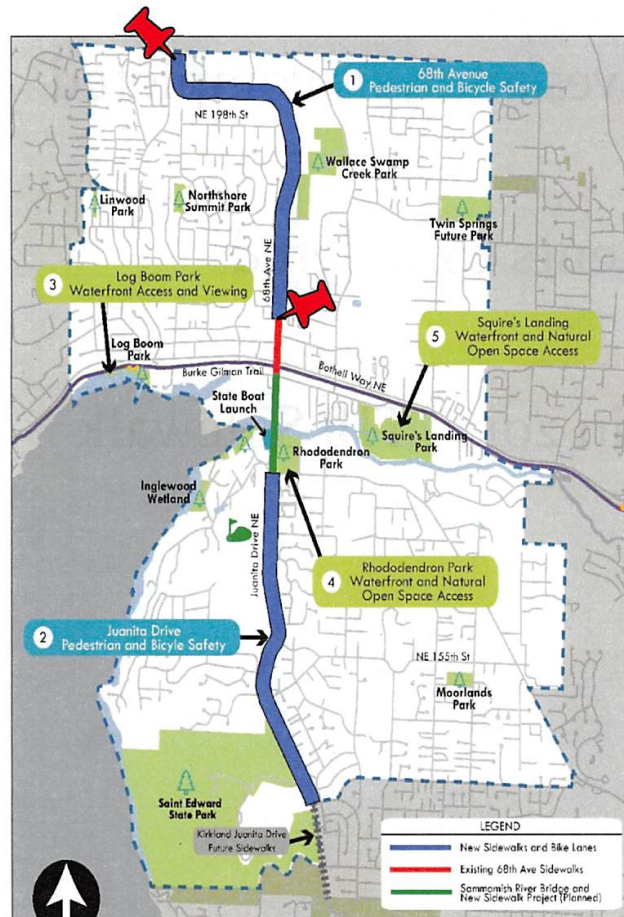
Walkways & Waterways 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project Update

Kent Vaughan, Senior Civil Engineer
John Vicente, Acting City Engineer
Nathan Anderson, KPFF Engineers

WHY ARE WE HERE TONIGHT

- 68th Avenue NE scope, status and schedule
- Existing conditions and project constraints
- Recommended design
- Project cost and funding strategy
- Council action

68th Avenue Project Scope



- Improve roadway:
 - Sidewalk on one side of the street
 - Bike lanes on both sides
- Project limits:
 - 68th Avenue NE (both sides in Downtown area)
 - 68th Avenue NE up to NE 198th Street, west side
 - NE 202nd Street (66th Avenue NE to 61st Place NE; north side)
- Other project components:
 - Storm drainage
 - Retaining walls
 - Landscaping
 - Re-striping
 - Utility relocation
 - Temporary Construction Easement acquisition
- Total project length:
 - Approximately 7,000 feet (1.32 miles)

Current Progress

- Preliminary design alternatives analysis completed
- Draft environmental documents completed
- Three (3) grants completed in 2017: TIB Sidewalk Program, PSRC TAP, DOE

Existing Conditions

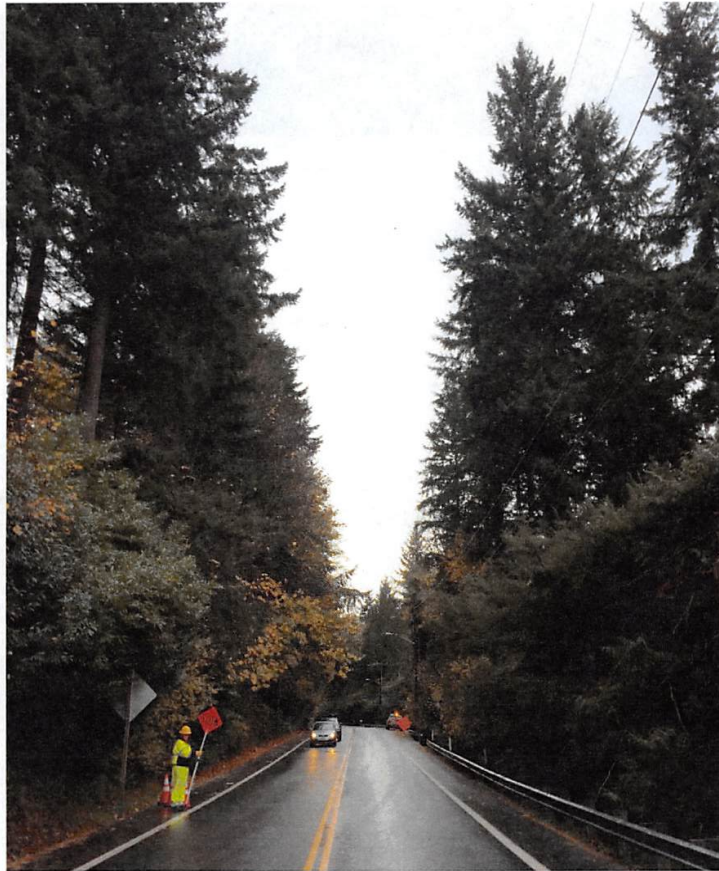
Location	Existing Pavement Widths
68 th Ave NE	28' - 32'
NE 202 nd ST	25' - 27'

Notes:

1. Large trees and steep slopes exist between NE 190th ST and NE 198th Street.
2. Stream parallels roadway between 61st Place NE and 63rd Ave NE.
3. Pavement conditions are good; asphalt overlay completed in 2015.

Project Constraints

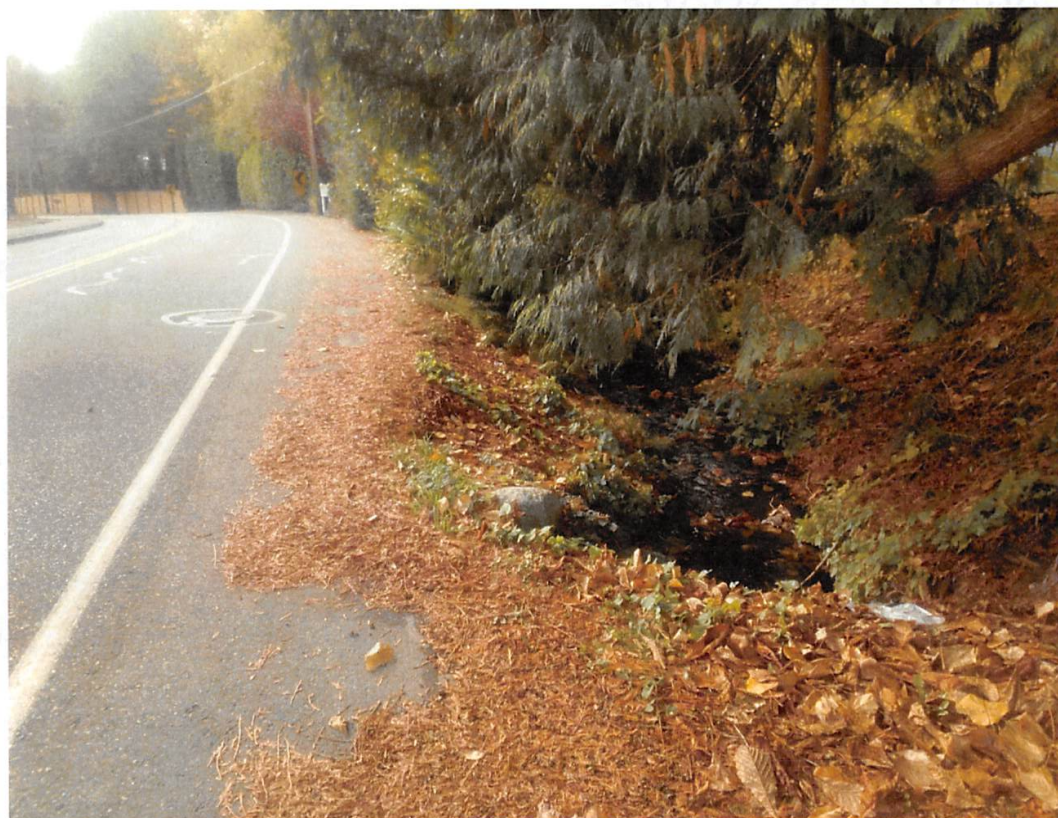
- Large Trees
- Steep Slopes



Looking North on 68th Avenue from NE 195th ST

Project Constraints (Cont'd)

- Existing stream (Blueberry Creek)



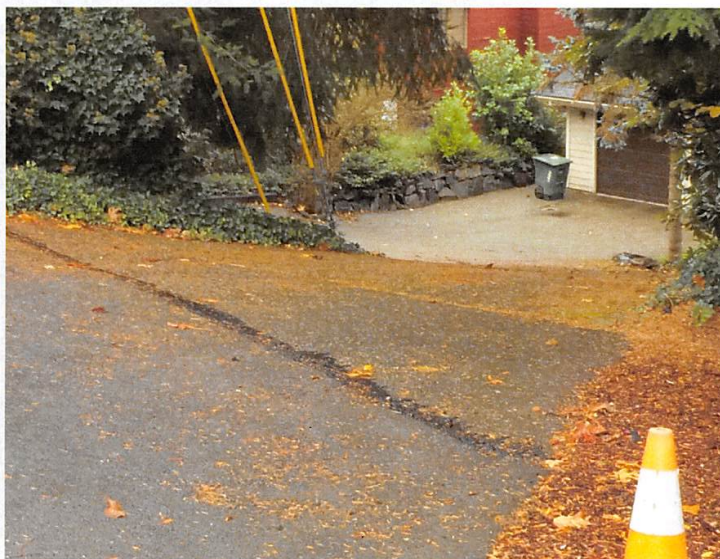
Parallels roadway from 61st Place NE to 63rd Avenue NE

Project Constraints (Cont'd)

- Driveway Transitions



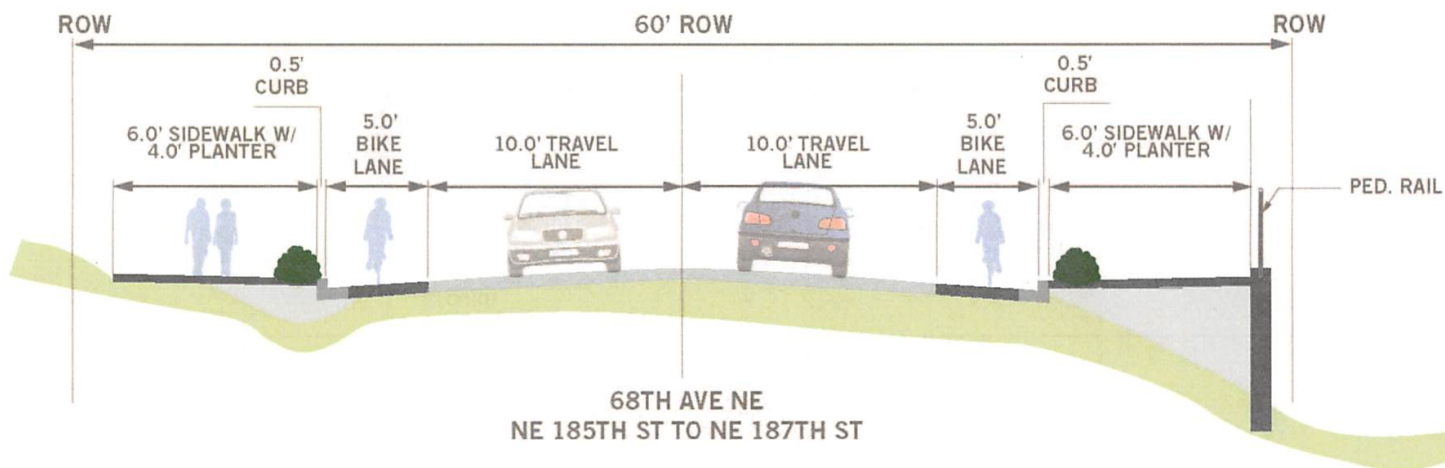
Uphill on West Side



Downhill on East Side

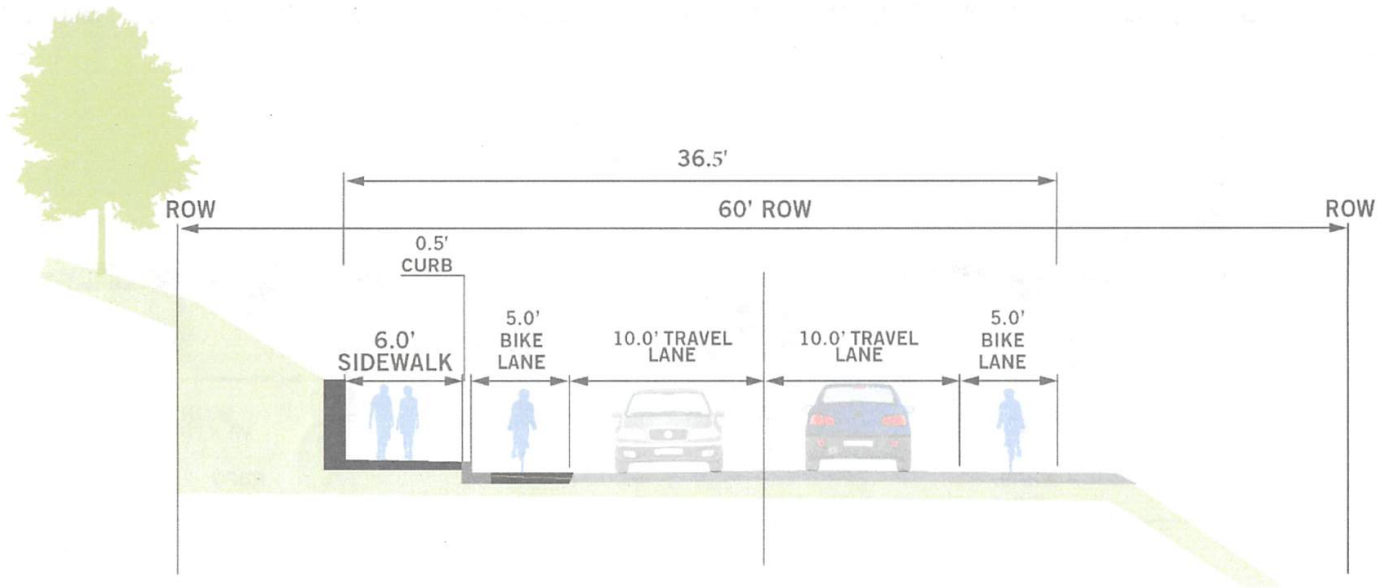
Recommended Design

(Downtown area up to NE 187th ST)



*Option: combination of reduced sidewalk or planter width, and inclusion of bike buffers

Recommended Design (North of Downtown)

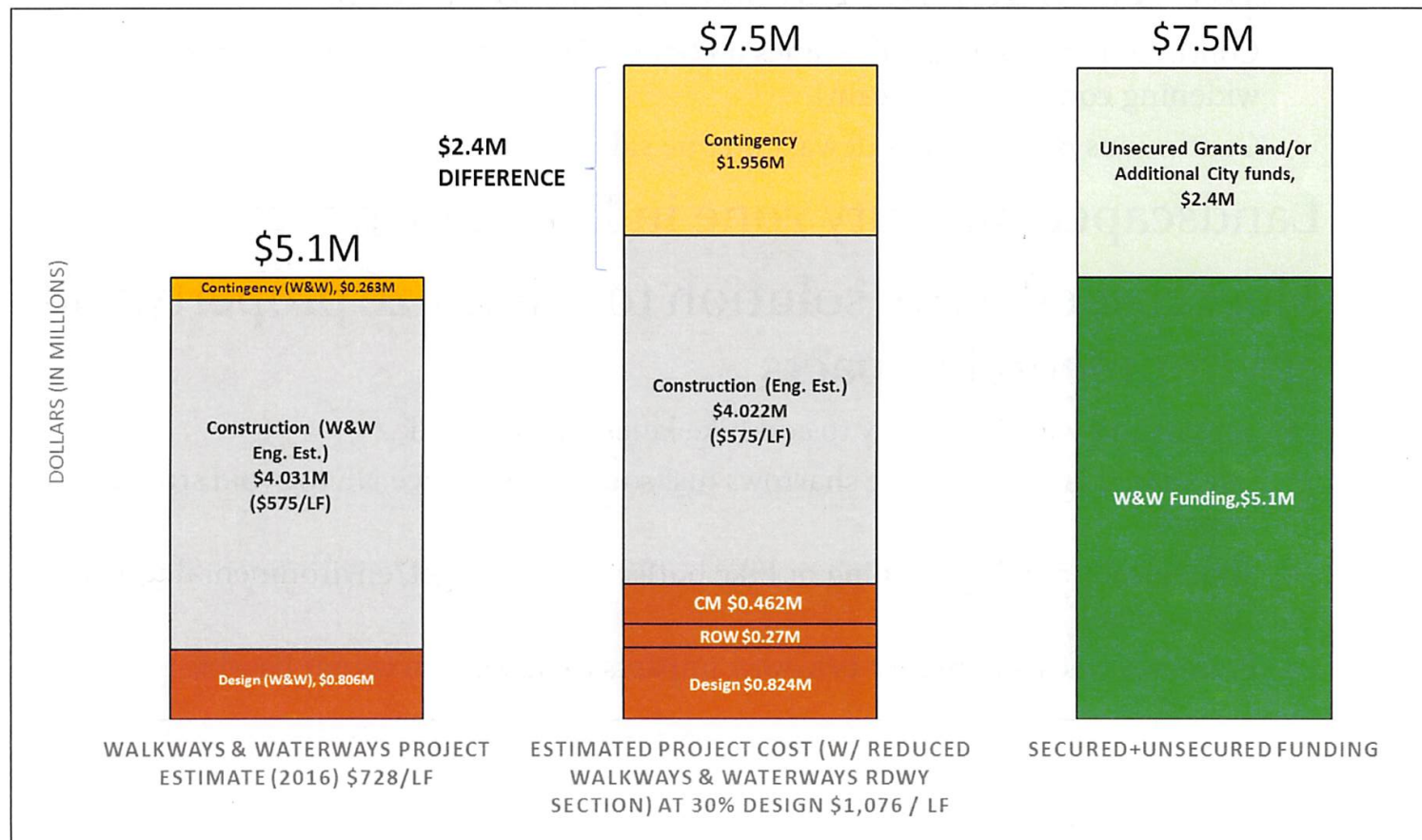


Reduced Typical Roadway Section (36.5' minimum)

Design Highlights

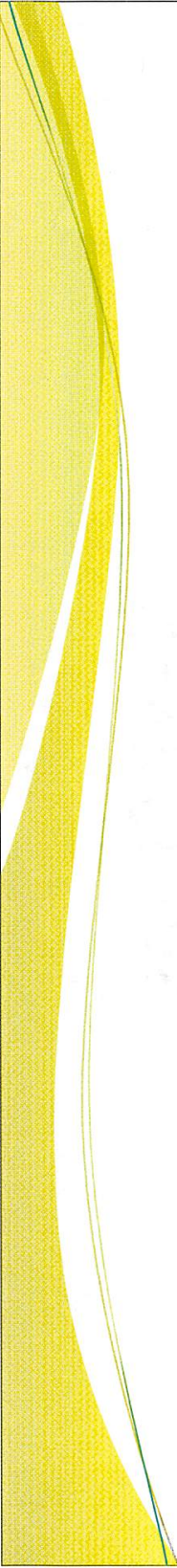
- Improves multi-modal safety for all users
 - Continuous 5-foot wide bike lanes on both sides of street (except where road widening conflicts w/ stream)
 - Continuous 6-foot wide sidewalk on one side of street
- Landscaped amenity zone in Downtown area
- Most cost effective solution to minimize property and environmental impacts
 - Sawcut and widen roadway to add bike lanes and sidewalk
 - Use shared lanes with bike sharrows just south of 61st Place NE to avoid stream impact
 - Strategically add landscaping or bike buffer where budget/environmental impacts are minimal
 - Preserves trees and reduce driveway impacts to maximum extent feasible

Project Cost / Funding Strategy



Next Steps

- Public open house planned for January 2018 (after holidays)
- Complete design, permitting and right-of-way to have shovel ready, grant competitive project by early 2019
- Apply for grant funding in 2018
 - WSDOT Pedestrian and Bicycle Program
 - WSDOT Safe Route to School Program (SRTS)
 - TIB Sidewalk Program (SP)
- Revisit funding strategy and/or project delivery in fall 2018 as final project costs are refined and grant funding sources are known to determine if additional City funds are needed
- If additional funds are secured, construction could begin as early as Summer 2019.



Staff Recommendation

- Authorize the City Manager to move forward with a reduced 68th Avenue NE roadway section as necessary to minimize tree, stream and property impacts and project costs

Questions/Comments?



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: 2018 Regular Property Tax Levy	For Council Meeting Agenda of: November 27, 2017 Department: Finance and Administration Prepared by: Joanne Gregory <u>Initial & Date</u> Approved by Department Head: <u>Joanne 11-16-17</u> Approved by City Attorney: _____ Approved by Finance Director: <u>Joanne 11-16-17</u> Approved by City Manager: <u>[Signature]</u> Proposed Council Action/Motion: Adopt Ordinance No. 17-0449 Relating to the 2018 Regular Property Tax Levy
Exhibits/Attachments: Ordinance No. 17-0449 11/13/17 Powerpoint Presentation (slide 8 updated)	Proposed Council Action/Motion: Adopt Ordinance No. 17-0449 Relating to the 2018 Regular Property Tax Levy

INFORMATION/BACKGROUND:

A presentation and public hearing was held November 13, 2017 regarding the proposed regular property tax levy for 2018.

FISCAL CONSIDERATION:

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 lesser 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. Without the 1% increase, the levy rate would be about \$1.13 per \$1,000 of assessed value. The preliminary assessed value is \$4,237,297,639, an increase of about 8.5% from last year.

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.

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

<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>
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
WASHINGTON
ORDINANCE NO. 17-0449**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
RELATING TO THE 2018 REGULAR PROPERTY TAX LEVY;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Kenmore, Washington, has met and considered its biennial budget for calendar years 2017-2018; and

WHEREAS, the City Council held a Public Hearing on November 13, 2017 to consider the City's general fund revenue sources pursuant to RCW 84.55.120; and

WHEREAS, after a Public Hearing, and after duly considering all relevant evidence and testimony presented, the City Council determined that the City of Kenmore requires an estimated regular tax levy in the amount of \$4,836,070 which includes a 1.0% increase from the previous year and amounts resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest (the actual levy to be calculated by the King County Assessor's Office once the City's assessed value is certified by the Assessor);

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

Section 1. Regular Tax Levy. An increase in the regular property tax levy is hereby authorized for the 2018 levy in the amount of \$46,770 which is a 1.0 percent (1.0%) increase from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

Section 2. Transmittal. The City Clerk is directed to transmit a certified copy of this Ordinance to the Office of the Auditor of the State of Washington, Division of Municipal Corporations, to the King County Assessor, to the Clerk of the King County Council, and to any other agency required by law to receive a copy of this Ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
27th DAY OF NOVEMBER 2017.

CITY OF KENMORE

David Baker, Mayor

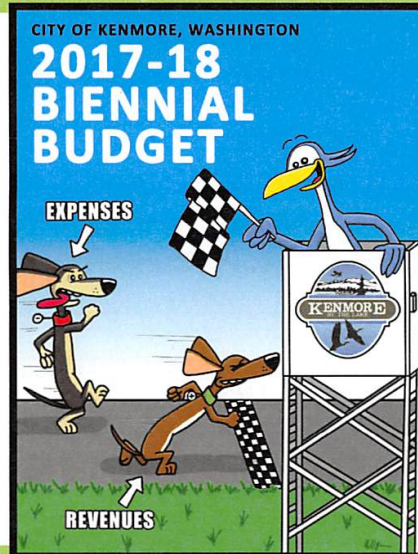
ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Rod P. Kaseguma

City of Kenmore Public Hearing on Revenue Sources and 2018 Property Tax Levies



City Council Meeting November 13, 2017

Purpose of Tonight's Public Hearing

- **Per RCW 84.55.120**
- The legislative body must hold a public hearing on revenue sources for the coming year's budget including consideration of possible increases in property tax revenues, prior to the ad valorem/property tax certification deadline, which is November 30. After the hearing, a city may choose to pass an ordinance at the same meeting authorizing a property tax increase in terms of dollars and percent to comply with Referendum 47.

Key dates...

**November 13,
2017**

- Public Hearings on
 - 2018 Revenue Sources, Regular Property Tax Levy and Excess Levy
 - 2017-2018 Mid Biennial Budget Adjustments

**November 27,
2017**

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

2017-2018 General Fund biennial budget was based on revenues of \$23,533,174

These are explained in detail on pages 80 - 97 of the budget document

The 2017-2018 budgeted revenues are 4% greater than prior biennium

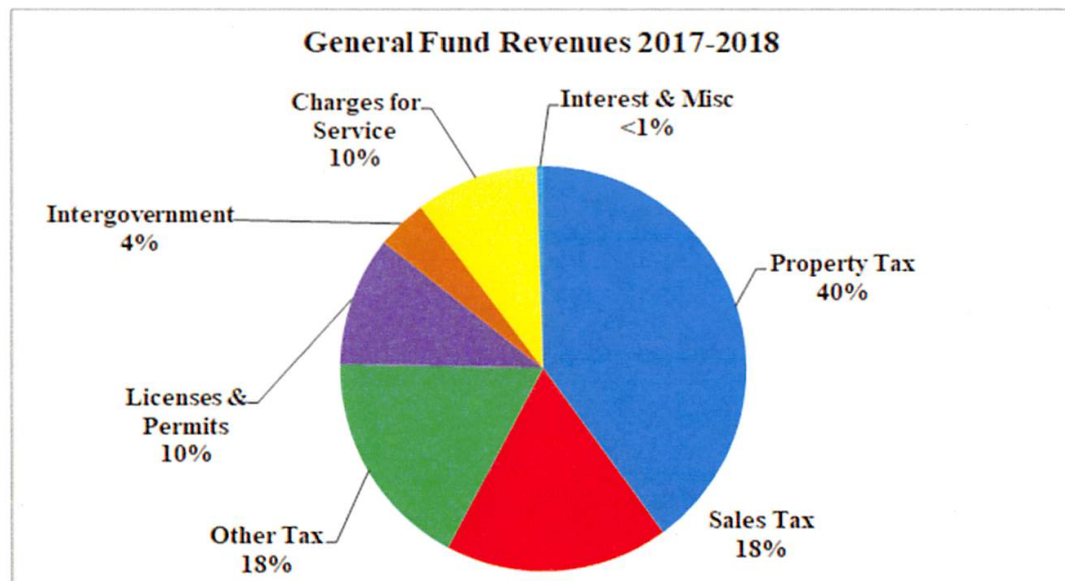
Projected increases in property taxes & charges to other funds for operating overhead

Other revenues: sales taxes & development revenue conservatively assumed to be stable

or experience a slight decrease due to less new construction

Property tax is the most significant general fund resource = 40% of the budgeted revenues

More stable than sales taxes and development revenues, which can fluctuate with economic conditions



Retail Sales Tax

11% **lower** than same period 2016

Criminal Justice Funding

20% **lower** than same period 2016

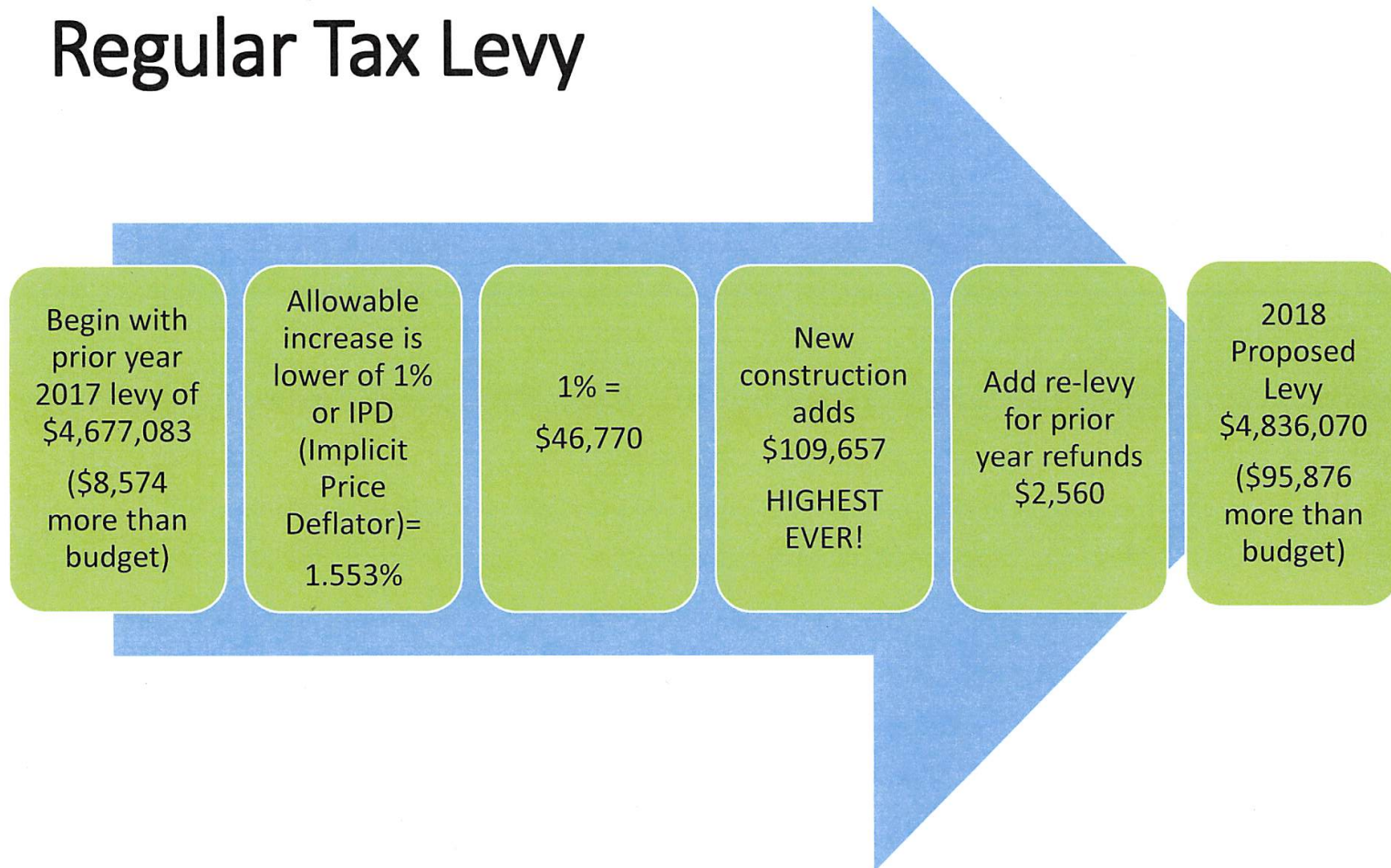
Building Permits, Plan Review, Land Use

38% **lower** than same period 2016

Utility taxes

4% **higher** than same period 2016

Annually the City Council must set the Regular Tax Levy

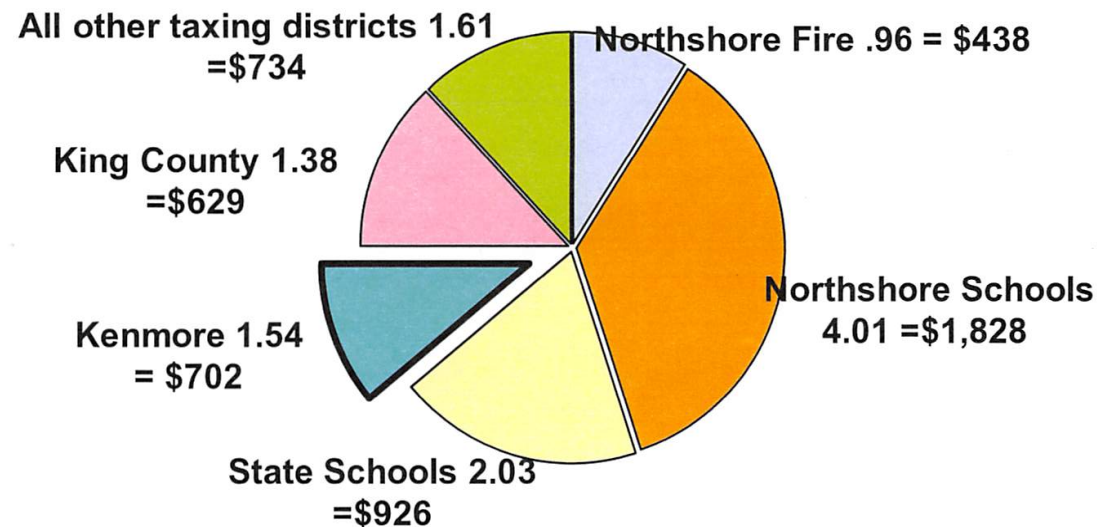


Property taxes and assessed valuation

- **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

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

Tax Levy Rates per \$1,000 AV

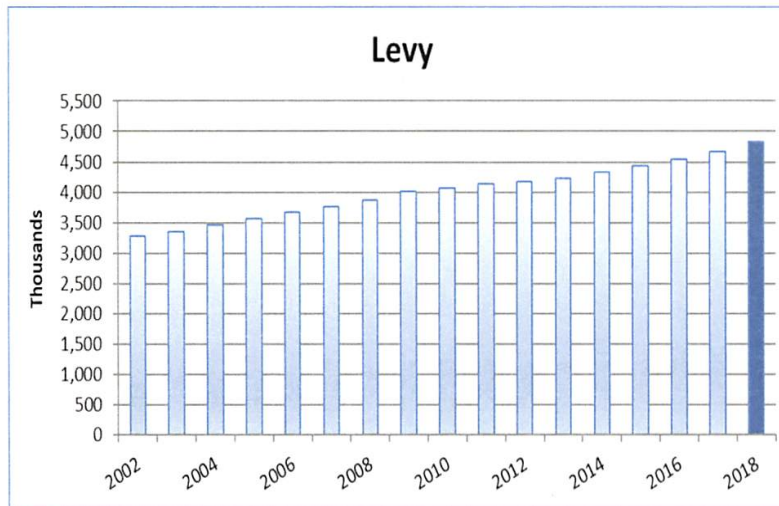
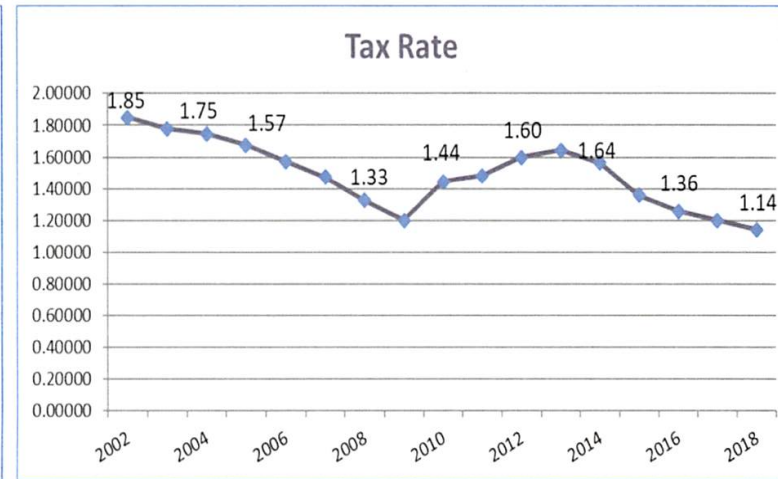
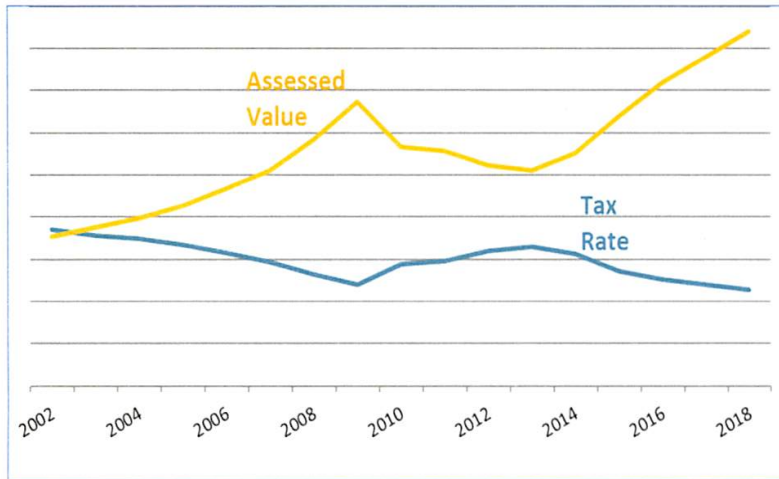


* 2017 Kenmore Median Residence Value

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)

Property Tax Rates, AV, & New Construction 2002-2018



**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**

This concludes the presentation
portion of the Public Hearing on
the 2018 Revenues &
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

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0450**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
LEVYING AN EXCESS PROPERTY TAX LEVY FOR THE
PURPOSE OF PAYING DEBT SERVICE ON THE CITY'S
UNLIMITED TAX GENERAL OBLIGATION BONDS ISSUED IN
2016; PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, at an election held in the City of Kenmore, Washington (the "City") on November 8, 2016, the City submitted the question to the qualified electors of the City of whether the City shall issue unlimited tax general obligation bonds in the aggregate principal amount of not to exceed \$19,750,000 ("Bond Authorization") to provide the funds to construct, develop, equip, upgrade, acquire, and improve arterial walkways and waterfront access in the City, including the acquisition of property, as identified in Exhibit A attached to Ordinance No. 16-0422 (the "Election Ordinance") passed by the City Council on June 13, 2016 (the "Project"); and

WHEREAS, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of the Bond Authorization and the election results were certified by King County Elections, as *ex officio* supervisor of elections in King County, Washington, on November 29, 2016; and

WHEREAS, the City, pursuant to Bond Ordinance No. 16-0434, adopted by the City Council on November 21, 2016, has authorized the issuance and sale of \$9,220,000 principal amount of Unlimited Tax General Obligation Bonds, 2016 (the "Bonds"), and has determined that to provide the money necessary to pay the debt service requirement on the Bonds in the year 2018 an excess property tax levy in the amount of \$1,250,000 for the Bonds must be levied for collection in 2018;

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

Section 1. Voter Approved Excess Tax Levy for Unlimited General Obligation Bonds. A tax is hereby levied to raise revenue for the purpose of debt service payments on the voter-approved unlimited tax general obligation bonds for the fiscal year of 2018 in the amount of \$1,250,000 on all taxable property in the City of Kenmore, Washington,

Section 2. Transmittal. The City Clerk is directed to transmit a certified copy of this Ordinance to the Office of the Auditor of the State of Washington, Division of Municipal Corporations, to the King County Assessor, to the Clerk of the King County Council, and to any

other agency required by law to receive a copy of this Ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
27th DAY OF NOVEMBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Rod P. Kaseguma

**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**



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

Subject/Topic: Mid Biennial Amendments to the 2017-2018 Biennial Budget and Salary Plan for 2018	For Council Meeting Agenda of: November 27, 2017 Department: Finance and Administration Prepared by: Joanne M. Gregory <u>Initial & Date</u> Approved by Department Head: <u>Jan 11-17-17</u> Approved by City Attorney: <u>Jan 11-17-17</u> Approved by Finance Director: <u>Jan 11-17-17</u> Approved by City Manager: <u>RBK</u>	
Proposed Council Action/Motion: Adopt Ordinance No. 17-0448 Amending the 2017-2018 Biennial Budget and Approving a 3% Wage Increase and a Salary Plan for 2018	Exhibits/Attachments: Ordinance No. 17-0448 with Exhibit A: 2018 Pay Ranges October 30, 2017 Memorandum with attachments Powerpoint Presentation 11/13/2017	
Expenditure Required N/A	Amount Budgeted (As Previously Amended) \$71,803,400 All Funds Revenue \$70,974,705 All Funds Expenditures	Appropriation Required \$72,000 Adjustment to Revenues \$191,700 Adjustment to Expenditures
<u>INFORMATION/BACKGROUND:</u> 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 was 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 pay ranges. 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.

Ordinance No. 17-0448 is presented for adoption to amend the 2017-2018 budget, approve a 3% wage adjustment effective January 1, 2018, approve the Salary Plan for 2018 which includes a 3% increase over 2017 in the pay ranges, and also includes a regular Traffic Engineer position (no longer limited term) and a Communications Specialist position.

FISCAL CONSIDERATION:

See attached October 30, 2017 Memorandum and November 13, 2017 Powerpoint Presentation 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.

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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0448**

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE 2017-2018 BUDGET; AMENDING THE 2017-2018 BUDGET, TO ADJUST REVENUES AND APPROPRIATIONS FOR THE GENERAL FUND AND THE SURFACE WATER MANAGEMENT FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Kenmore, Washington, (the "City"), is required by applicable State law to finalize its biennial budget prior to the commencement of the first fiscal year of the biennium; and

WHEREAS, the amount of revenue and expenditures can only be estimated at the time of finalization of the budget; and

WHEREAS, by Ordinance No. 16-0429, the City Council adopted the 2017-2018 Biennial Budget on December 12, 2016; and

WHEREAS, by Ordinance No. 17-0443, the City Council amended the 2017-2018 Biennial Budget on July 24, 2017; and

WHEREAS, the City Council scheduled and held a Public Hearing on the mid biennial proposed amendments to the 2017-2018 Biennial Budget on November 13, 2017; and

WHEREAS, the City Council finds it in the best interest of the City to adjust revenues and expenditures in the General Fund and the Surface Water Management Fund;

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

Section 1. Funds Appropriated. The 2017-2018 Biennial Budget, as amended, is further amended by fund to reflect the adjustments to revenues and appropriations as shown below:

	2017-2018	2017	2017-2018
	Amended Revenue	Mid Biennium	Amended Revenue
FUND	Budget	Amendments	Budget
General Fund	\$ 23,533,174	\$ 72,000	\$ 23,605,174
Street Fund	2,912,304	0	2,912,304
Public Art Fund	150	0	150
Park Impact Fee Fund	412,000	0	412,000
Transportation Impact Fee Fund	905,500	0	905,500
Transportation Benefit District	680,800	0	680,800
Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	280,000	0	280,000
Sammamish River Bridge Fund	3,009,961	0	3,009,961
Real Estate Excise Tax Fund	2,203,000	0	2,203,000
Kenmore Village Fund	424,628	0	424,628
UTGO 2016 Bond Fund	2,500,000	0	2,500,000
Walkways & Waterways Bonds	9,915,641	0	9,915,641
Park Capital Fund	8,190,896	0	8,190,896
Transportation Capital Fund	9,316,326	0	9,316,326
Surface Water Management Fund	3,543,400	0	3,543,400
Surface Water Capital Fund	3,750,634	0	3,750,634
Swamp Creek Basin Fund	14,000	0	14,000
Equipment Replacement Fund	210,986	0	210,986
Total Budget	\$71,803,400	\$72,000	\$71,875,400

	2017-2018	2017	2017-2018
	Amended Expenditure	Mid Biennium	Amended Expenditure
FUND	Budget	Amendments	Budget
General Fund	\$ 23,535,546	\$ 155,700	\$ 23,691,246
Street Fund	2,909,009	0	2,909,009
Public Art Fund	11,000	0	11,000
Park Impact Fee Fund	1,271,876	0	1,271,876
Transportation Impact Fee Fund	533,783	0	533,783
Transportation Benefit District	669,000	0	669,000
Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	368,700	0	368,700
Sammamish River Bridge Fund	3,009,961	0	3,009,961
Real Estate Excise Tax Fund	3,622,825	0	3,622,825
Kenmore Village Fund	576,794	0	576,794
UTGO 2016 Bonds	2,358,253	0	2,358,253
Walkways & Waterways Bonds	5,575,000	0	5,575,000
Park Capital Fund	8,446,832	0	8,446,832
Transportation Capital Fund	9,529,005	0	9,529,005
Surface Water Management Fund	4,854,487	36,000	4,890,487
Surface Water Capital Fund	3,583,634	0	3,583,634
Swamp Creek Basin Fund	0	0	0
Equipment Replacement Fund	119,000	0	119,000
Total Budget	\$70,974,705	\$191,700	\$71,166,405

The City Manager is hereby authorized and instructed to effectuate the necessary changes to the 2017-2018 Biennial Budget and to make any necessary and appropriate line item entries and adjustments in order to reflect the amendments of this ordinance.

Section 2. Wage Adjustment. The amended 2017-2018 Biennial Budget includes a 3% wage adjustment for City employees, effective January 1, 2018.

Section 3. Positions and Salary Schedules. The various positions and salary ranges for City employees for 2018 are attached to this Ordinance as Exhibit A.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF NOVEMBER, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

**City of Kenmore
2018 Pay Ranges**

EXHIBIT A ORDINANCE No. 17-0448

Position	2018 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

11/17/2017 10:43 AM



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.

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

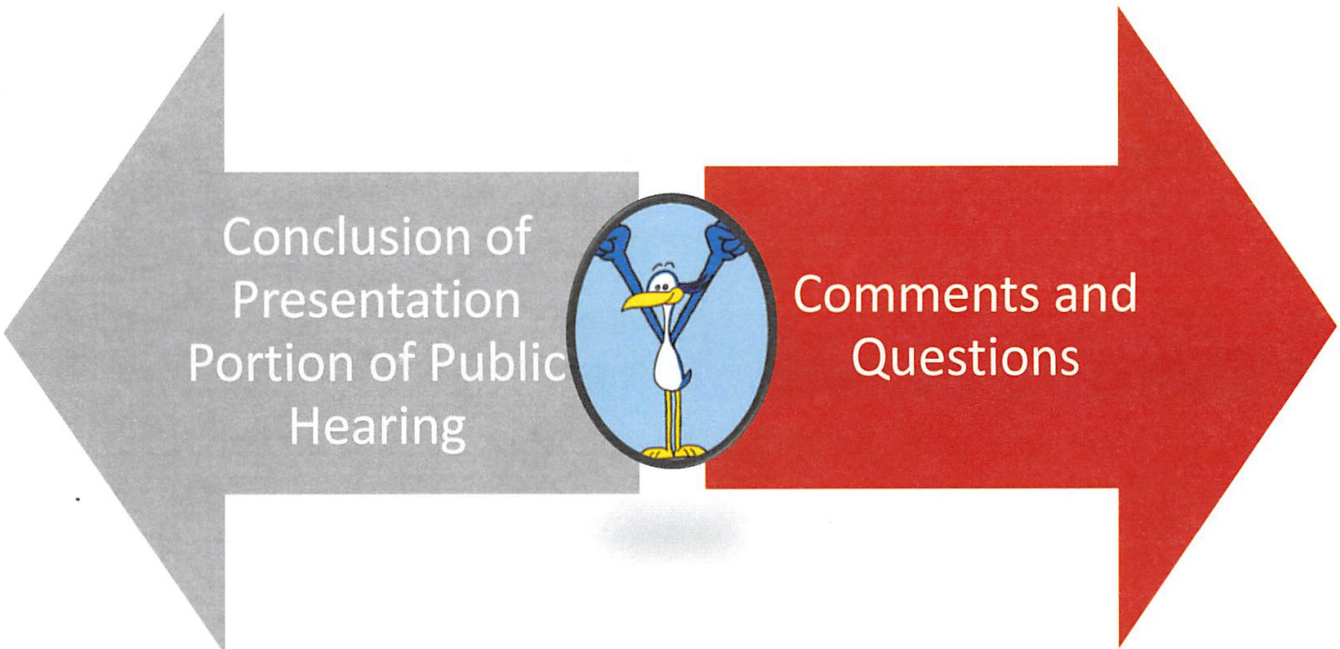
- Request to change status of Traffic Engineer from limited four year term to regular position
- Request to add new position and fill Communications Specialist

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: 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 27, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;"><u>BD 11-17-17</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;"><u>✓ R.L.</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;"><u>✓ Jme 11-17-17</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;"><u>DK</u></td> </tr> </table> Exhibits/Attachments: Attachment #1- Ordinance No. 17-0445 Attachment #2- Billboard Inventory		<u>Initial & Date</u>	Approved by Department Head:	<u>BD 11-17-17</u>	Approved by City Attorney:	<u>✓ R.L.</u>	Approved by Finance Director:	<u>✓ Jme 11-17-17</u>	Approved by City Manager:	<u>DK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>BD 11-17-17</u>										
Approved by City Attorney:	<u>✓ R.L.</u>										
Approved by Finance Director:	<u>✓ Jme 11-17-17</u>										
Approved by City Manager:	<u>DK</u>										
<u>INFORMATION/BACKGROUND:</u> On November 13, 2017, City Council held a public hearing and discussed amendments to the billboard regulations. 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 relocated to another location within the city or replaced, unless it was damaged by fire, weather event, or other act of god or by another means beyond the owner's control, such as a vehicle collision. This Ordinance also states that if a nonconforming billboard deteriorates and becomes unsafe then it must be removed. However, it allows owners to make necessary repairs. 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. 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 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 ~~Nonconforming 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 in the city, including other locations on the same property.

3. A nonconforming *billboard* shall not be replaced with another *billboard*; provided, that a nonconforming *billboard* may be replaced or reconstructed if the *billboard* is damaged or destroyed by fire, weather event, or other act of god or by another means beyond the owner's control, such as a vehicle collision.

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 or her 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.

7. Nothing in this subsection A shall be construed to prohibit a *billboard* owner or his or her agent from making repairs to a *billboard*.

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

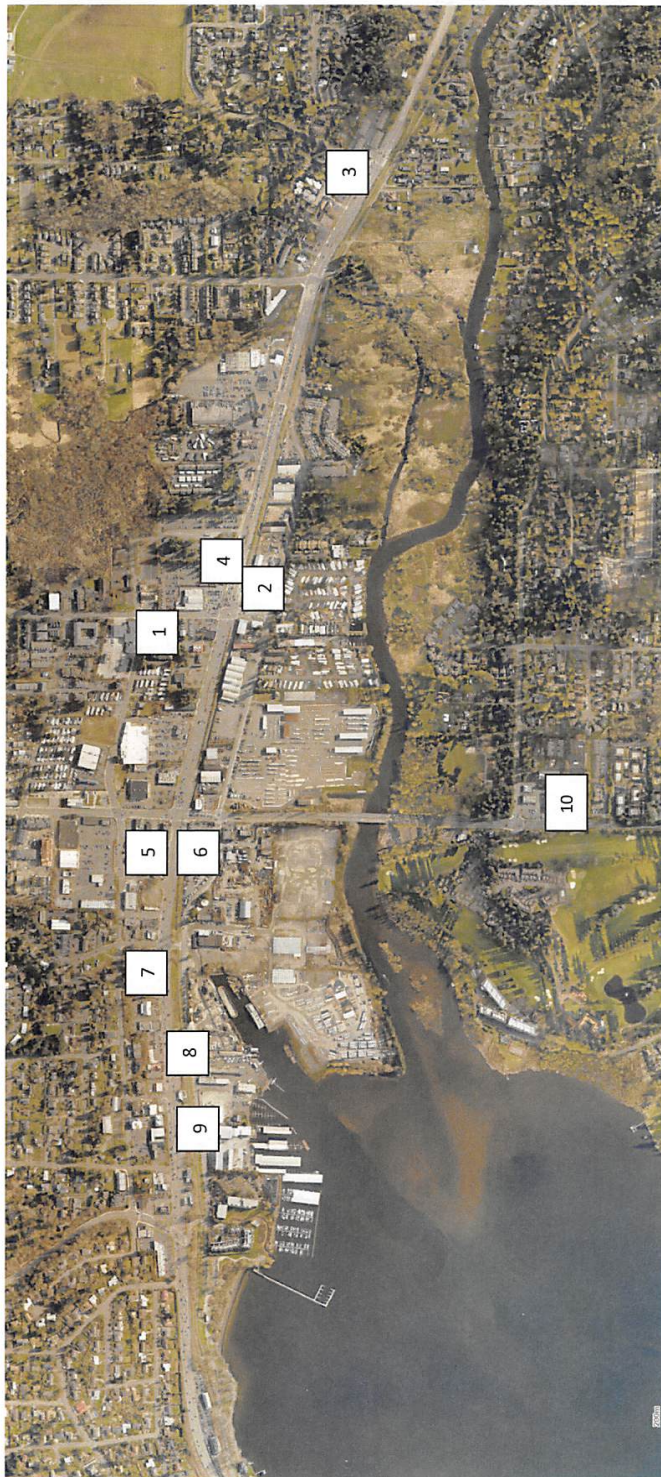
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: _____
ORDINANCE NO. 17-0445
PUBLISHED:
EFFECTIVE DATE

ATTACHMENT #2

BILLBOARD INVENTORY



Billboard #1 7211 NE 181 st Street Parcel 0114100660	Owner: Clear Channel Clear Channel Site: 7780 Height: 28'
 A photograph of the north face of a billboard. The billboard is for 'DOUBLE D BAR & GRILL' and features a man and a woman smiling. Text on the billboard includes 'Good Menu!' and 'Specials!'. A timestamp '2011/06/22 12:22' is visible in the bottom right corner of the photo.	 A photograph of the south face of the billboard, showing its back and the building it is attached to. A timestamp '2011/06/22 13:23' is visible in the bottom right corner of the photo.
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 horizontal 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 graphic with the text "ADD Wild TO YOUR Life" and "NORTHWEST Wildlife". Below the text, there are images of various wildlife animals. 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 12:29" is visible in the bottom right corner of the photo.	 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 photo.
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 of the west face of Billboard #7. The billboard is a large, rectangular structure with a red and white color scheme. It features the 'usbank' logo in white on a red background, followed by the text '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 main billboard is a smaller, 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 12:36' is visible in the bottom right corner of the image.	 A photograph of the east face of Billboard #7. The billboard is a large, rectangular structure with a red and white color scheme. It features the 'usbank' logo in white on a red background, followed by the text '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 main billboard is a smaller, 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 of the image.
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 is mounted on a tall metal structure. The main advertisement is for 'PEAK 2 PEAK GONDOLA' with a blue background and white text. Below the main ad, there are smaller signs for 'Nails' and 'BUY-SELL-CONSIGN TRUCKS & TRAILERS'. A timestamp '2011/05/22 12:38' is visible in the bottom right corner of the photo.	 A photograph showing the east face of a billboard. The billboard is blue with white text. The main advertisement is for 'PRICE-LOCK PROMISE' with a large '5 YEARS' in the center. To the right, it says '\$19.95 Internet + Unlimited Nationwide Call'. Below that, it says 'west.com/promise'. A timestamp '2011/05/22 12:38' is visible in the bottom right corner of the photo.
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 Clear Channel logo is in the top right corner. A timestamp "2011/06/22 12:39" is in the bottom right corner. The billboard is mounted on a metal structure.	 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 the text "THE FOSTER SCHOOL OF BUSINESS" and "Nationally ranked, globally recognized". The Foster logo is in the bottom right corner. The Clear Channel logo is in the top right corner. A timestamp "2011/06/22 12:37" is in the bottom right corner. The billboard is mounted on a metal structure.
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 with a white border. It features a large image of a red smoothie cup with a straw. To the right of the cup, the text reads "real fruit smoothies, blended just for you." Below the cup is the McCafe logo. In the bottom right corner is the McDonald's logo with the tagline "I'm Lovin' It". A small "CLEARCHANNEL" logo is in the top left corner. A timestamp "2011/06/22 12:42" is in the bottom right corner. A small number "08734" is visible on the billboard frame.	 A photograph of the south face of the billboard. The billboard is partially obscured by trees and a fence. The visible part shows a blue background with the text "Don't wa". A timestamp "2011/06/22 12:48" is in the bottom right corner.
North Face Size: 12'x24' Panel: 8734	South Face Size: 12'x24'?? Panel: