City of Kenmore

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

City Council Special & Regular Meeting

ON-SITE

MONDAY, APRIL 10, 2023 - 6:15 PM

In addition, we try to provide access to the meeting virtually:
ZOOM LINK: https://kenmorewa-gov.zoom.us/j/89342655175

Or One tap Mobile: US: +12532158782,,89342655175#
Or Telephone Dial US: +1 253 215 8782
Callers please dial *9 to raise and lower hand
Webinar ID: 893 4265 5175

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

I. CALL SPECIAL MEETING TO ORDER - 6:15 PM

II. EXECUTIVE SESSION

A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss pending or potential litigation.
EXECUTIVE SESSION HELD

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

A. **ACTION TAKEN. MOTION PASSED 7-0**
(Motion Added 4/10) Motion to authorize the City Manager and City's Attorney Office to proceed with filing a lawsuit against Ziply Fiber for damages and costs incurred by the City in the Juanita Drive NE Pedestrian and Bicycle Improvement Project No. T41 (20-C2144), resulting from conflicts with Ziply Fiber's facilities, and to take all other steps necessary to implement this motion.

IV. ADJOURN SPECIAL MEETING

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

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. PRESENTATION

A. Introduce New Staff

- Development Services Construction Inspector Miguel Kelley, introduced by Development Services Director Samantha Loyuk

PRESENTED

X. WHERE'S THE FUN?

XI. PUBLIC COMMENTS

A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

XII. CONSENT AGENDA

CONSENT AGENDA APPROVED

A. Approve City Council Special and Regular Meeting Minutes from March 13, 2023.

City Council Special and Regular Meeting Minutes from March 13, 2023

B. Approve Total Check #s 51652 through 51713 totaling $587,068.04 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 03/10/2023 in the amount totaling $205,294.38 and ACH Payment to Washington Federal Bank in the amount of $4,851.73, and Payroll Check #10208 in the amount of $208.82, and Payroll Check #10209 in the amount of $2,492.65.

Voucher Certification and Approval 03/04/23 - 03/17/23

C. Receive and file the November 2022 Monthly Financial Report.

November 2022 Monthly Financial Report

D. Receive and file the December 2022 Monthly Financial Report.

December 2022 Monthly Financial Report

E. Adopt Ordinance No. 23-0572, amending Title 3 of the Kenmore Municipal Code to adopt a new Chapter 3.90 KMC establishing an affordable housing fund as presented.

Agenda Bill - Affordable Housing Fund
Attachment 1 - Proposed Ordinance No. 23-0572

F. Authorize the City Manager to sign and execute Contract No. 23-C2896 for Federal Government Relations in an amount not to exceed $80,000 per year.
Agenda Bill - Contract No. 23-C2896 Federal Government Relations
Attachment 1 - Contract No. 23-C2896

G. Authorize the City Manager to execute Amendment #1 to Contract No. 22-C2845 with PRR, Inc. to increase the contract by $17,000 to a total contract of $167,000 for scope related to middle housing analysis, public engagement, and racial equity report.
Agenda Bill - Amendment #1 to Contract 22-C2845
Attachment 1 - Contract 22-C2845 PRR Consultant Services Agreement
Attachment 2 - Amendment #1 to Contract 22-C2845

XIII. BUSINESS AGENDA

A. Veterans Memorial Proposal for City Hall, presented by Acting City Manager Stephanie Lucash, Community Development Director Debbie Bent, and Public Works Operations Director Jennifer Gordon, *for Review and Recommendation*
THREE RECOMMENDATIONS FROM STAFF PASSED BY COUNCIL
Agenda Bill - Veterans Memorial Proposal
Attachment 1 - Veterans Memorial Submittal, Review, and Selection Criteria
Attachment 2 City's Donation Policy Ordinance No 19-0942
Attachment 3a - Email from the Kenmore Historical Society
Attachment 3b - Kenmore Historical Society Veterans Memorial Proposal
Attachment 4a - Email from Stacey Valenzuela Veterans Tribute for Kenmore Proposal
Attachment 4b - Image of Veterans Memorial
Attachment 4c - Image of Veterans Memorial
Attachment 4d - Image of City Hall Location

B. Facility Alternatives for Westbound 170th Street between Juanita Dr / 68th Ave and 72nd Ave, presented by Engineering Director John Vicente and Traffic Engineer Tobin Bennett-Gold, *for Discussion and Direction*
DISCUSSED AND DIRECTION GIVEN
Agenda Bill - Facility Alternatives
Attachment A – Scope Diagram
Attachment B – Westbound Buffered Bike Lane Conceptual Diagram
Presentation - Facility Alternatives

C. Ordinance No. 23-0573 regarding the use of personal flotation devices on waterways in the City of Kenmore while using human-powered watercraft, presented by Police Chief Brandon Moen, *for Discussion and Direction*
DISCUSSED AND DIRECTION GIVEN
Agenda Bill - Personal Flotation Device Ordinance No. 23-0573
Attachment 1 - Draft Ordinance No. 23-0573
Exhibit 1 - KMC 8.17

Attachment 2 - Map of Lake Washington Marine Patrol Districts
Presentation - Personal Flotation Device

XIV. STAFF REPORTS

NO STAFF REPORTS

XV. COUNCILMEMBER REPORTS & COMMENTS

XVI. ADJOURNMENT

XVII. UPCOMING MEETINGS

A. Kenmore City Council Regular Meeting of Monday, April 17, 2023 at 7:00 PM
Kenmore City Council Special Meeting of Monday, April 24, 2023 at 6:30 PM
Kenmore City Council Special Meeting of Monday, May 1, 2023 at 6:00 PM
Kenmore City Council Regular Meeting of Monday, May 8, 2023 at 7:00 PM

XVIII. NOTICE OF POTENTIAL QUORUMS

Click here for information about Potential Quorums of the City Council. Now found on the City website under City Council Meetings.

City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
Monday, March 13, 2023

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Angela Kugler
Councilmember Debra Srebnik
Councilmember Corina Pfeil

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
Acting City Clerk Michelle Kang
Co-Clerk Brian Randall
Engineering Director John Vicente
Finance & Administration Director Melinda Merrell
Community Development Director Debbie Bent
Principal Planner Lauri Anderson
Human Resources Manager Leonora Palaña
Recreation Program Manager Rita Moreno
Management Analyst (ARPA) Janet Quinn

Speaking Guests: Leonardo Flor, King County Department of Community and Human Services Director
Michael Reading, King County Behavioral Health & Recovery Division Chief of Crisis Systems & Services
Chanin Kelly-Rae, Diversity, Equity, Inclusion, and Accessibility Consultant

King County Proposition No. 1 Crisis Care Centers Levy Public Comments Speaking Guests:
Ryan Johnson, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

Public Comments Speaking Guests:

Stacey Valenzuela, Kenmore Resident
David Dorrian, Kenmore Resident
Victoria Grayland, Kenmore Resident

Public Hearing (Proposed Ordinance No. 23-0575) Speaking Guests:
Ryan Johnson, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

Public Hearing (Proposed Ordinance No. 23-0574) Speaking Guests:
Stacey Valenzuela, Kenmore Resident

CALL SPECIAL MEETING TO ORDER
Mayor Herbig called the special meeting to order at 6:15 PM.

EXECUTIVE SESSION
Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss pending or potential litigation. Mayor Herbig announced the executive session was to last 45 minutes.

ADJOURN SPECIAL MEETING
Mayor Herbig adjourned the special meeting at approximately 7:00 PM.

CALL REGULAR MEETING TO ORDER
Mayor Herbig called the regular meeting to order at 7:00 PM.

FLAG SALUTE
Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL
The agenda was approved as presented.

PRESENTATIONS

A. City Manager Rob Karlinsey introduced the new Finance and Administration Director, Melinda Merrell, to Council. Melinda Merrell spoke to the Council.

B. Community Development Director Debbie Bent introduced the presentation of honoring Principal Planner Lauri Anderson for her fourteen years at the City of Kenmore. Mayor Herbig and the rest of the Council honored Lauri Anderson with a few words about her accomplishments throughout the years.

BUSINESS AGENDA
King County
Proposition No. 1
Crisis Care Centers Levy

The King County Council passed Ordinance 19572 concerning funding for mental health and substance use disorder services.

If approved, this proposition would fund behavioral health services and capital facilities, including a countywide crisis care centers network, increased residential treatment; mobile crisis care; post-discharge stabilization; and workforce supports. It would authorize an additional nine-year property tax levy for collection beginning in 2024 at $0.145 per $1,000 of assessed valuation, with the 2024 levy amount being the base for calculating annual increases in 2025-2032 under chapter 84.55 RCW, and exempt eligible seniors, veterans, and disabled persons under RCW 84.36.381. Should this proposition be:

Approved

Rejected

Agenda Bill - King County Proposition No. 1 Crisis Care Centers Levy
Attachment 1 - Proposed Resolution 23-395
Presentation - King County Crisis Care Centers Levy

Presentation. King County Department of Community and Human Services Director Leonardo Flor and King County Behavioral Health & Recovery Division Chief of Crisis Systems & Services Michael Reading presented to the Council on the King County Proposition No. 1 Crisis Care Centers Levy ballot measure. Neither speaking guest spoke in favor or opposed the ballot measure, but instead, provided information both as to the basis for the proposal and then the contents of the proposal.

Some information provided by Leonardo Flor and Michael Reading include:

- Behavioral health encompasses both mental health and substance use disorder.
- There is currently no walk-in behavioral health “urgent care.”
- It takes people to treat people. Sometimes finding the building is the easiest part. The difficult part is identifying training and funding a workforce that can work within it.
- The proposal 1) creates five new regional crisis care centers; 2) preserves and restores the dramatic loss of residential treatment beds; and 3) grows the behavioral health workforce pipeline.
- There will be at least one center in the four crisis response zones: North Zone, Central Zone, East Zone, and South Zone. Kenmore is part of the North Zone.
- There will be at least one center that specializes in serving children.
- Crisis Care Centers would be operated by provider agencies under contract to DCHS’s Behavioral Health and Recovery Division.
- Crisis Care Centers would be sited by providers proposing sites with host jurisdiction support through an RFP or a similar procurement process.
- The proposed property tax levy would cost $0.145 per $1,000 of Assessed Value.
- The ballot measure is going to the voters during the April 25th Special Election.

Questions and Comments from Councilmembers.

- Would this proposal make it less or more likely that people would have to be detained under the Involuntary Treatment Act?
  - We believe that when crisis care becomes widely available, the number of people whose crisis escalates to the point of invoking the Involuntary Treatment Act will decrease.
- There is a concern that there is only one center dedicated to youth.
- If upon assessment, a person has met the involuntary treatment criteria, is there a place for them there or will they be transported elsewhere?
  - The ballot measure is silent on this. We are currently researching best practices. In the research, there are facilities that do have a room that can be secure for temporary purposes, but the ultimate purpose of this facility is primarily for voluntary treatment.
- Confirmation that Kenmore is part of the North Crisis Zone.

Public Comment. Pursuant to RCW 42.17A.555(1), members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

Timestamped Link: https://www.youtube.com/live/Zvth7Sn9oxE?feature=share&t=5385

Proposed Resolution No. 23-395.

MOTION: Councilmember Baker moved to approve Resolution No. 23-395. Councilmember Pfeil seconded the motion.
VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

WHERE'S THE FUN?

City Manager Rob Karlinsey highlighted two fun things happening in Kenmore.

1. Suite Surrender by Michael McKeever playing from March 16th through April 2nd at the Kenmore Community Club
2. Love Note: Dog Library near NE 166th St and Simonds Road NE

PUBLIC COMMENTS

The City Council took comments from the public.
Timestamped link here: https://www.youtube.com/live/Zvth7Sn9oxE?feature=share&t=5774

CONSENT AGENDA

A. Cancel the City Council Regular Meeting of Monday, March 27, 2023.

B. Approve the City Council Mini Retreat Report from January 20, 2023.
Agenda Bill - January 20, 2023 City Council Retreat Report
Attachment 1 - Retreat Report

C. Approve City Council Special and Regular Meeting Minutes from February 13, 2023.
City Council Special and Regular Meeting Minutes from February 13, 2023

D. Approve City Council Regular Meeting Minutes from February 27, 2023.
City Council Regular Meeting Minutes from February 27, 2023

E. Approve Total Check #s 51467 through 51562 totaling $562,577.15 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 02/10/2023 in the amount totaling $191,122.15 and ACH Payment to Washington Federal Bank in the amount of $10,647.20, and Payroll Check #10204 dated 02/10/2023 in the amount of $2,176.71.
Voucher Certification and Approval 02/04/23 - 02/17/23

F. Adopt Resolution No, 23-394 to reduce the speed limit on SR 522 (NE Bothell Way) from MP 6.5 to east City limits from 40 MPH to 35 MPH.
Agenda Bill - Resolution 23-394
Attachment A - Proposed Resolution 23-394
Attachment B - Reduced Speed Limit Extents Map

G. Join and Approve the Distributor Opioid Settlement Agreements and Allocation Agreements and Authorize the City Manager to execute said documents and take all steps necessary for Kenmore to join the Washington Settlement with Opioid Distributors (Teva, Allergan, Walgreens, Walmart, and CVS). *(Added on 3/6)*
Agenda Bill - Distributor Opioid Washington Settlement

H. Authorize the City Manager to execute Contract No. 22-C2866 with the Northshore Canoe and Kayak Club (NCKC) to provide public programming at ƛ̓ax̌ʷadis (Tl' awh-a-dees) Park, substantial as to the form attached hereto and upon final review and approval by the City Attorney.
Agenda Bill - Proposed Contract No. 22-C2866
Attachment 1 - Proposed Contract No. 22-C2866 (corrected 3/8)

I. Authorize the City Manager to execute a contract with RRJ, LLC. for an amount up to $1,912,708 which includes 10% construction contingency for the 2023 Pavement Overlay and Sidewalk repair project.
Agenda Bill - 2023 Pavement Overlay and Sidewalk Repair Project Construction Award

J. Authorize the City Manager to execute Contract 23-C2916 with Chanin Kelly-Rae Consulting, LLC in an amount not to exceed $24,475, substantially in the form attached hereto. *(Added 3/9)*
Agenda Bill - Contract 23-C2916 Chanin Kelly-Rae Consulting, LLC
Attachment 1- Contract 23-C2916 Chanin Kelly-Rae Consulting, LLC

MOTION: Councilmember Baker moved to approve the consent agenda minus Item B. Councilmember Pfeil seconded the motion.
VOTE: Consent Agenda minus Item B was approved by UNANIMOUS CONSENT.

MOTION: Councilmember Srebnik moved to approve Consent Item B. Deputy Mayor O'Cain seconded the motion.
VOTE: Consent Agenda was approved.

PUBLIC HEARINGS

A. Proposed Ordinance No. 23-0575 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR 522 and 80th Ave NE, presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Public Hearing*
Agenda Bill - Amending and Extending Interim Regulations
Attachment 1 - Proposed Ordinance 23-0575
Attachment 2 - Ordinance No. 23-0569
Attachment 3 - Ordinance No. 22-0555
Attachment 4 - Ordinance No. 22-0543

Community Development Director Debbie Bent explained to the Council that the reason for the proposed ordinance to amend and extend interim regulations is because of needed additional time to work on TOD regulations that address the carve out area for certain parcels next to Swamp Creek. The additional time will allow for a study of Swamp Creek and a channel restoration assessment.

Mayor Herbig opened the Public Hearing at approximately 8:09 PM.
The City Council received testimony from the public.
Timestamped link here: https://www.youtube.com/live/Zvth7Sn9oxE?feature=share&t=6878
Mayor Herbig closed the Public Hearing at approximately 8:13 PM.

B. Proposed Ordinance No. 23-0574 amending the Kenmore Municipal Code and the official Kenmore Zoning Map related to Transit-Oriented Development, presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Public Hearing*
Agenda Bill - Proposed Ordinance No. 23-0574
Attachment 1 - Proposed Ordinance No. 23-0574
Exhibit A to Proposed Ordinance No. 23-0574
Exhibit B to Ordinance No. 23-0574 Zoning Map

Principal Planner Lauri Anderson explained to the Council what this proposed ordinance consists of:
- Zoning code amendments
- The Official Kenmore zoning map related to Transit-Oriented Development

The two major changes from the Planning Commission Recommendation include:
- The carve out parcels along Swamp Creek
- Requiring non-residential uses on the ground floor of multi-family developments with street frontage along SR 522

Mayor Herbig opened the Public Hearing at approximately 8:15 PM.
The City Council received testimony from the public.
Timestamped link here: https://www.youtube.com/live/Zvth7Sn9oxE?feature=share&t=7193
Mayor Herbig closed the Public Hearing at approximately 8:22 PM.

BUSINESS AGENDA (continued)

A. Proposed Ordinance No. 23-0575 amending and extending interim regulations for an additional six-months for certain parcels close to Swamp Creek in proximity to SR 522 and 80th Ave NE, presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Adoption*
Agenda Bill - Amending and Extending Interim Regulations
Attachment 1 - Proposed Ordinance No. 23-0575
Attachment 2 - Ordinance No. 23-0569
Attachment 3 - Ordinance No. 22-0555
Attachment 4 - Ordinance No. 22-0543

Councilmembers had no questions or comments for staff.

MOTION: Councilmember Baker moved to approve Ordinance No. 23-0575. Councilmember Kugler seconded the motion.
VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

B. Proposed Ordinance No. 23-0574 amending the Kenmore Municipal Code and the official Kenmore Zoning Map related to Transit-Oriented Development, presented by Community Development Director Debbie Bent and Principal Planner Lauri Anderson, *for Adoption*
Agenda Bill - Proposed Ordinance No. 23-0574
Attachment 1 - Ordinance No. 23-0574
Exhibit A to Proposed Ordinance No. 23-0574
Exhibit B to Proposed Ordinance 23-0574 Zoning Map

Councilmembers had no questions or comments for staff.

MOTION: Deputy Mayor O'Cain moved to approve proposed Ordinance No. 23-0574. Mayor Herbig seconded the motion.
VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

C. Diversity, Equity, Inclusion, and Accessibility (DEIA) Toolkit, presented by Human Resources Manager Leonora Palaña and Consultant Chanin Kelly-Rae, *for Discussion and Direction*
Agenda Bill - DEIA Toolkit
Attachment 1 - DEIA Toolkit

Human Resources Manager Leonora Palaña and Consultant Chanin Kelly-Rae presented to the Council an Equity Framework tool to be used to identify and address systemic and structural barriers that perpetuate inequality within the City. The tool is also used to promote equity and reduce disparities among Kenmore's residents and visitors. The self-reflection questions ask the individual to consider bias and assumptions, understand impacted groups, consider marginalized populations, and mitigate unintended consequences.

The Equity Framework tool asks thirteen questions. Consultant Chanin Kelly-Rae went through each question with the Council in an exercise where Councilmembers reviewed the Kenmore Political Signs Policy.

STAFF REPORTS

A. Support for Step It Up, presented by Recreation Program Manager Rita Moreno
   Memo - Support for Step It Up

Recreation Program Manager Rita Moreno reported back to Council about Kenmore's efforts in supporting the Step It Up program, run by Maurice Leary. Kenmore has been helping the program since 2019 by providing free facility space, storage cabinets, promotion via social medial channels, establishing connections and partnerships with other organizations, and more.

Councilmembers have expressed a desire to learn more about what the Step It Up program needs, which may include financial assistance, if needed. Councilmembers have asked Rita Moreno to return with additional information about what Maurice Leary may need.

B. American Rescue Plan Act (ARPA) Updates on Business Assistance and Catch-Up Learning Programs, presented by Management Analyst Janet Quinn
   Presentation - ARPA Updates

Management Analyst Janet Quinn updated the Council on two ARPA programs: Business Assistance and Catch-Up Learning.

Business Assistance - $250,000:
- Pandemic recovery: to prevent economic collapse from the pandemic and to ensure compliance with public health guidelines. There must be a clear nexus between giving of grants and public health and welfare.
- Commercial, home-based businesses, and nonprofits are eligible.
- DEIA committee will advise on outreach at the March 16, 2023, advisory committee meeting.
- Application is being developed now. Application period to close two weeks after Spring Quarterly newsletter is delivered.

Catch-Up Learning - $100,000:
- Ongoing conversations with Northshore School District and colleges.
- The timeline is dependent upon staffing availability and student engagement windows.
- This program will begin once the Business Assistance application is launched.

C. Kenmore Affordable Housing Update, presented by Deputy City Manager Stephanie Lucash
   Presentation - Kenmore Affordable Housing Update

Deputy City Manager Stephanie Lucash updated the Council on Kenmore's Affordable Housing efforts.

Previous Shell Property:
- In the process of securing funding. We have a $5 million Legislative Ask for the remaining funding.
- The goal is to break ground in 2023 and occupy it in late 2024.
- 100 housing units, all those units at 30% AMI
- Bastyr Community Wellness Clinic and Apothecary

Previous Holt Property:
- Physical Address – 7010 NE 181st, just behind Safeway
- Currently working on an RFP with our affordable housing group; tentative timeline is to release in the spring.

Other updates:
- Creating an affordable housing fund to provide transparency to the public and support future affordable housing efforts. The ordinance is to come in front of the Council soon.
- The job posting for the Housing and Human Services Manager is closing on March 17th.

D. Sound Transit Open House for Stride Bus Rapid Transit (BRT), presented by City Manager Rob Karlinsey

   City Manager Rob Karlinsey reported that one of the Sound Transit Open Houses for Stride BRT is going to be held at Kenmore City Hall on Tuesday, March 28, 2023, from 4:00 PM to 8:00 PM.

E. Press Conference announcing the location of the 24/7 crisis center in Kirkland, presented by Deputy City Manager Stephanie Lucash

   Deputy City Manager Stephanie Lucash reported that on Wednesday, March 8th, Kirkland held a press conference to announce the location of the 24/7 regional crisis center.

<u>COUNCILMEMBER REPORTS & COMMENTS</u>

<u>ADJOURNMENT</u>

Mayor Herbig adjourned the meeting at approximately 9:55 PM.

____
Nigel Herbig, Mayor

____
Michelle Kang, Acting City Clerk

Voucher Certification and Approval

City of Kenmore
DATE RANGE:
03/04/23 - 03/17/23

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

Total Check #s 51652 through 51713: **$587,068.04**

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 03/10/2023 **$205,294.38**

ACH Payment-Washington Federal Bank: **$4,851.73**

Payroll Check #10208 dated 03/10/2023 **$259.82**

Payroll Check #10209 dated 03/10/2023 **$2,492.65**

Rob Karlinsey
Rob Karlinsey (Mar 21, 2023 15:36 PDT) Mar 21, 2023
City Manager / Date

Melinda Merrell
Melinda Merrell (Mar 21, 2023 15:22 PDT) Mar 21, 2023
Finance & Administrative Services Director / Date

Vendor Name	Check #	Date	Description	Amount
WASHINGTON FEDERAL BANK	1329 - ACH	03/17/2023	Retainage for Strider Const. - Squire's Landing Proj.	4,851.73
AMERICAN GENERAL LIFE GPO/400S	51652	03/10/2023	Life Insurance	250.52
MISSION SQUARE / 109964	51653	03/10/2023	City of Kenmore 401a	22,973.51
MISSION SQUARE 457 / 304745	51654	03/10/2023	ICMA 457 Deferred Comp	5,299.52
AMERICALL	51655	03/17/2023	Feb. After Hours Call Out Service	151.96
APPLEONE EMPLOYMENT SERVICES	51656	03/17/2023	Temporary Archiving Svc - Week Ending 3/4/23	1,801.60
AURORA RENTS	51657	03/17/2023	3/1-3/3 Parks Chipper Rental	974.80
BAKER, DAVID	51658	03/17/2023	May 2022 & Feb. 2023 Mileage Reimbursement	412.66
BALDWIN DESIGN WORKS, LTD.	51659	03/17/2023	Bollards/Bases for Wallace Swamp Creek Parking Lot	1,469.00
BUILDERS EXCHANGE OF WASHINGTON INC	51660	03/17/2023	Project Publishing - 2023 Overlay	82.80
CASCADIA CONSULTING GROUP, INC.	51661	03/17/2023	22-C2859 1/26-2/25 Climate Action Project	13,780.00
CECCANTI, INC.	51662	03/17/2023	19-C1977 Feb. W. Sammamish Bridge Proj.	35,955.95
CHANIN KELLY-RAE CONSULTING LLC	51663	03/17/2023	February DEI Consulting Services	4,895.00
COMCAST	51664	03/17/2023	March City Hall & Hangar Internet	2,090.62
COMCAST BUSINESS	51665	03/17/2023	3/14-4/13 City Hall Internet & Cable	157.40

COMCAST BUSINESS	51666	03/17/2023	3/10-4/9 Squires Landing Internet	71.95
DAILY JOURNAL OF COMMERCE	51667	03/17/2023	Feb. Aquatic Feasibility Postings	240.00
DIGITAL REPROGRAPHICS SERVICES INC.	51668	03/17/2023	Budget Book Section Tabs	126.27
ELECTRONIC BUSINESS MACHINES	51669	03/17/2023	Canon Copier Feb. B/W & Color Overage Chgs	119.40
FERGUSON ENTERPRISES INC #3011	51670	03/17/2023	Service Charge for Jan. Invoice	2.11
GAMES2U	51671	03/17/2023	Deposit for 8/16 Movie @ Town Square	572.50
HOME DEPOT CREDIT SERVICES	51672	03/17/2023	Feb. ROW/Parks Materials, Hangar & Facility Maint.	644.56
HONEY BUCKET	51673	03/17/2023	3/6-3/31 Public Works Yard Rental	156.75
HUNTINGTON TECHNOLOGY FINANCE	51674	03/17/2023	Apr. 2023-Mar. 2024 AV Equipment Lease	44,525.18
INSLEE, BEST, DOEZIE & RYDER, P.S.	51675	03/17/2023	January Attorney Services	39,682.98
J. A. BRENNAN ASSOCIATES, PLLC	51676	03/17/2023	Log Boom Park Irrigation Drawings	1,083.25
J. A. BRENNAN ASSOCIATES, PLLC	51677	03/17/2023	22-C2865 1/27-2/24 Tl' awh-ah-dees Signage	3,251.75
KING COUNTY FINANCE	51678	03/17/2023	Feb. Road Svcs - Signs/Signals/Striping	11,021.46
KING COUNTY FINANCE	51679	03/17/2023	Feb. Dump Disposal Fees	483.42
KING COUNTY FINANCE	51680	03/17/2023	Feb. Road Svcs - Signs/Sammamish Bridge Proj.	1,331.55
KING COUNTY RADIO COMM SERVICES	51681	03/17/2023	1/31-4/28/23 Emergency Radio Communications	319.84
KING COUNTY TREASURY	51682	03/17/2023	Property Taxes for 29 Separate City Owned Parcels	6,141.46
KING COUNTY TREASURY	51683	03/17/2023	Void	-
KLB CONSTRUCTION, INC.	51684	03/17/2023	20-C2143 Feb. 68th Ave Ped/Bike Proj.	161,160.23
LIGHTHOUSE CONSULTING INC	51685	03/17/2023	Feb. Protection/Archiving/Web Hosting/Backup	10,292.42
LIGHTHOUSE CONSULTING INC	51686	03/17/2023	February IT Services	2,563.89
LOYUK, SAMANTHA	51687	03/17/2023	Advance Travel Per Diem - Philadelphia APA Conf.	513.50
MILLER STEPHENS, MARY	51688	03/17/2023	Feb. Public Defense Services @ SCORE	1,250.00
MOTT MACDONALD GROUP, INC.	51689	03/17/2023	17-C1657 Feb. Tl' awh-ah-dees Design & Permitting	7,607.20
MR. T'S TROPHIES & AWARDS LLC	51690	03/17/2023	Nametags/Council Dais Plates/Table Tent Plates	248.99
NORTHSHORE UTILITY DIST	51691	03/17/2023	Feb. Fleet Fuel & Maintenance	13,194.93
OFFICE DEPOT	51692	03/17/2023	Misc. Office Supplies	157.51
PACIFIC AIR CONTROL, INC.	51693	03/17/2023	City Hall HVAC Repair	1,226.51
PREMIER MEDIA GROUP	51694	03/17/2023	E-News Advertising	1,000.00
PUGET SOUND ENERGY	51695	03/17/2023	Feb. City Hall Electricity	3,186.22
PUGET SOUND ENERGY	51696	03/17/2023	2/2-3/2 Street Lights	11,449.86
QUALITY WATER FINANCIAL	51697	03/17/2023	Feb. & Mar. City Hall & PW Filtered Water Systems	365.18
REPUBLIC SERVICES	51698	03/17/2023	Feb. City Hall & PW Shop Solid Waste	931.96
REPUBLIC SERVICES	51699	03/17/2023	Feb. Rhododendron Park Solid Waste	770.93

SCORE	51700	03/17/2023	Feb. Inmate Housing/Booking/Medical	11,249.08
SEATTLE PRIDE	51701	03/17/2023	2023 Parade & Government Vehicle Registration	2,000.00
SEATTLE TIMES	51702	03/17/2023	Feb. Legal Ads	1,378.93
STAPLES ADVANTAGE	51703	03/17/2023	Public Works Office Supplies	224.08
STATE AUDITOR'S OFFICE	51704	03/17/2023	2022 Audit Services	192.15
STRIDER CONSTRUCTION CO., INC.	51705	03/17/2023	21-C2670 Feb. Tl' awh-ah-dees Construction	101,983.34
T MOBILE USA, INC.	51706	03/17/2023	Staff Cell Phones & Data Plans	1,382.08
TOTAL LANDSCAPE CORP	51707	03/17/2023	Northshore Summit/Squires/Moorlands Landscaping	2,257.05
UPS STORE KENMORE	51708	03/17/2023	Sign Laminating	4.57
UTILITIES UNDERGROUND LOCATION CTR	51709	03/17/2023	Feb. Utility Locates	150.93
VERIZON WIRELESS	51710	03/17/2023	Staff Cell Phones & Data Plans	80.08
WAGNER ARCHITECTS	51711	03/17/2023	Public Works Facility Planning Nov. - Feb.	49,354.00
WESTLAKE HARDWARE WA-153	51712	03/17/2023	1/19-2/6 Materials/Supplies/Tools	151.80
ZIPLY FIBER	51713	03/17/2023	2/28-3/27 City Hall Phones	670.85
DRS 457	DFT0001529	03/10/2023	DRS 457 Deferred Compensation	555.00
AVIDIA HEALTH	DFT0001530	03/10/2023	Employee Health Savings Contribution	142.30
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001531-37	03/10/2023	Public Employees Retirement	33,366.40
NAVIA	DFT0001538	03/10/2023	Employee Flexible Spending Account	996.48
BANK OF AMERICA 941	DFT0001539	03/10/2023	Federal Taxes	26,767.95
COLBURN, MAURITA	10208	03/10/2023	Payroll Check	259.82
MERRELL, MELINDA	10209	03/10/2023	Payroll Check	2,492.65
PAYROLL	Electronic Dep.	03/10/2023	Direct Deposit	143,466.25
TOTAL				$ 799,966.62

Vendor Purchasing Report

City of Kenmore

For Date Range 01/01/2023 - 03/17/2023

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0022	ASSOCIATION OF WA CITIES	21369.16
0024	BAKER, DAVID	412.66
0064	CASCADE PEST CONTROL	309.16
0067	CENTER FOR HUMAN SERVICES	5550
0076	CITY OF BELLEVUE	15576
0083	CITY OF LAKE FOREST PARK	54026
0092	CODE PUBLISHING COMPANY	155.25
0099	CONSOLIDATED PRESS	5807.71
0109	DAILY JOURNAL OF COMMERCE	535.9
0121	REPUBLIC SERVICES	3363.1
0130	EMPLOYMENT SECURITY DEPARTMENT	6164.21
0137	FERGUSON ENTERPRISES INC #3011	1022.62
0151	CALPORTLAND COMPANY	617
0173	HOME DEPOT CREDIT SERVICES	858.16
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	66260.73
0191	INTERNATIONAL INST OF MUNI CLERKS	225
0197	JET CITY PRINTING	526.28
0213	KING COUNTY ANIMAL SVCS	200
0219	KING COUNTY FINANCE	109089.64
0230	KING COUNTY RADIO COMM SERVICES	319.84
0235	KING COUNTY TREASURY	31214.41
0251	LIGHTHOUSE CONSULTING INC	26246.64
0261	PENDLETON CONSULTING LLC	2534.73
0267	MR. T'S TROPHIES & AWARDS LLC	248.99
0286	NORTHSHORE SCHOOL DISTRICT	15312
0287	NORTHSHORE SENIOR CENTER	13750
0288	NORTHSHORE UTILITY DIST	34280.48
0289	NORTHSHORE YMCA	10000
0292	HONEY BUCKET	470.25
0300	OFFICE DEPOT	983.79
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	7339
0310	PACIFIC TOPSOILS	2416.57
0311	PARAMETRIX INC	29279.51
0314	PETTY CASH CUSTODIAN	357.66
0328	PUGET SOUND ENERGY	102632.65
0329	PUGET SOUND FINANCE OFFICERS ASSOC	75
0345	SEATTLE TIMES	2063.84
0355	STAPLES ADVANTAGE	1673.24
0356	STATE AUDITOR'S OFFICE	1623.3
0357	STEWART MACNICHOLS HARMELL, INC.	10000
0365	TOTAL LANDSCAPE CORP	14574.14
0371	UNITED STATES POSTMASTER	2122.85
0375	US POSTAL SERVICE (HASLER)	3617.59
0385	WA ASSOC OF BUILDING OFFICIALS	720
0387	WA CITIES INSURANCE AUTHORITY	643692
0390	WA FINANCE OFFICERS ASSOCIATION	150
0400	WASHINGTON STATE DEPT OF REVENUE	22770.22
0401	WA STATE DEPT OF TRANSPORTATION	1914.9
0405	WASHINGTON STATE OFFICE CASH MGMT	385.5
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	7475.51
0424	MISSION SQUARE 457 / 304745	25731.67
0425	DRS 457	2675

Vendor	Name	Volume
0426	AFLAC	418.08
0428	BANK OF AMERICA 941	125270.46
0429	AWC EMPLOYEE BENEFIT TRUST	166915.96
0431	DEPARTMENT OF RETIREMENT SYSTEMS	157574.17
0432	DEPARTMENT OF LABOR AND INDUSTRIES	8723.42
0434	UNITED WAY OF KING COUNTY	80
0436	NATIONAL LIFE OF VERMONT	246.34
0448	UPS STORE KENMORE	83.52
0450	AURORA RENTS	974.8
0473	ARTS OF KENMORE	4750
0484	CITY WIDE FENCE COMPANY, INC	11158.64
0494	SECRETARY OF STATE	292.86
0542	AMERICAN SOCIETY OF COMPOSERS	420
0558	SNOHOMISH COUNTY	3765
0610	WA STATE DEPT OF TRANSPORTATION	153.68
0685	PACE ENGINEERS, INC.	1790
0689	DIGITAL REPROGRAPHICS SERVICES INC.	126.27
0690	BUILDERS EXCHANGE OF WASHINGTON INC	82.8
0692	HDR ENGINEERING, INC	90719.72
0696	AMERICAN GENERAL LIFE GPO/400S	751.56
0781	QUALITY BUSINESS SYSTEMS INC.	1333.94
0817	GRAINGER	2662.55
0851	EVERMARK, LLC	264.86
0892	JACOBS ENGINEERING GROUP	10862.55
0899	SHRED IT, C/O STERICYCLE, INC>	1016.78
0913	KENMORE ELEMENTARY	1250
0937	ZUMAR	1650.95
0981	COMCAST BUSINESS	708.04
0994	GORDON THOMAS HONEYWELL	9030
1003	iWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	1852.47
1052	FIRE PROTECTION, INC	2543.31
1123	AM TEST, INC	440
1140	PAWS	220
1197	MILLER STEPHENS, MARY	2500
1267	AUTOMATED CONTROLS/ALBIREO ENERGY	1079.64
1297	GOVERNMENT FINANCE RESEARCH GROUP	1995
1299	VERIZON WIRELESS	160.14
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2100
1331	KBA INC.	61818.57
1337	STATE OF WA DEPT. OF LICENSING	2.16
1383	CHICAGO TITLE	394.48
1385	AZTECA SYSTEMS, LLC/CITYWORKS	605.55
1390	UTILITIES UNDERGROUND LOCATION CTR	334.11
1403	OSBORN CONSULTING INC.	93885.98
1431	BRIEN, GAYLYNN	100
1452	CITY OF KENT	500
1459	FLEMINGS HOLIDAY LIGHTING LLC	1598.51
1482	HIGHWIRE	2059.7
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	25
1504	SCORE	37867.9
1544	METROPOLITAN TRANS. COMMISSION	2000
1547	LOYUK, SAMANTHA	513.5
1555	LINCOLN NATIONAL LIFE INSURANCE	3484.71
1629	WESTERN DISPLAY FIREWORKS, LTD.	6875
1634	SREBNIK, DEBRA	538.8
1673	KPFF CONSULTING ENGINEERS	64273.79
1689	MOTT MACDONALD GROUP, INC.	23311.08

Vendor	Name	Volume
1711	SOFTWAREONE, INC.	16135.49
1731	NORTHWEST ARBORICULTURE LLC	7491.2
1763	REID, JAMES FALCONER	3995
1816	NAVIA	12228.25
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	1352.28
1838	AVIDIA HEALTH	661.5
1884	HEIDELBERG MATERIALS	1119.09
1914	MCNAMARA SIGNS	2235.03
1930	T MOBILE USA, INC.	2764.16
1943	BALDWIN DESIGN WORKS, LTD.	1469
1960	WALTER E. NELSON CO.	1393.38
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	1500
1980	HRA VEBA TRUST	20545.92
1991	WASHINGTON STATE TREASURER	4451
1993	HYAS GROUP, LLC	3750
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	1125
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2004	RED BARN ENGINEERING, INC.	10778
2048	SMS CLEANING, INC.	12990
2052	J. A. BRENNAN ASSOCIATES, PLLC	16465.5
2137	ECIVIS, INC.	4000
2142	MISSION SQUARE / 109964	107962.18
2175	ELECTRONIC BUSINESS MACHINES	209.41
2176	CANON FINANCIAL SERVICES, INC.	532.16
2183	SISKUN POWER EQUIPMENT	416.57
2210	PACWEST MACHINERY	1976.31
2221	O'REILLY/FIRST CALL	157.34
2236	COMCAST	6271.86
2249	KING COUNTY BAR ASSOCIATION	250
2250	NAMI EASTSIDE	750
2254	U.S. BANK PURCHASE CARDS	34315.31
2262	DILIGENT CORPORATION	17736.86
2270	LAKESIDE INDUSTRIES	1185.78
2284	ENVIROTECH	7973.66
2285	QUALITY WATER FINANCIAL	547.77
2327	PACIFIC AIR CONTROL, INC.	1226.51
2334	NORTHSHORE YOUTH SOCCER ASSOC.	55
2338	58 STARS TRAVEL	1232.8
2360	O'CAIN, MELANIE	295.5
2361	BFI 4 LLC	2000
2369	MARIA SZABLYA RIVAS	150
2386	CECCANTI, INC.	401677.46
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHW	457.47
2396	ZIPLY FIBER	1647.7
2403	AMERICALL	298.62
2425	THOMCO CONSTRUCTION, INC.	464262.29
2459	NELSON ELECTRIC, INC.	2329.17
2468	DAVIDSON MACRI SWEEPING, INC.	4157.38
2484	LUKASZ LISOWSKI	322.64
2486	CASCADIA LAW GROUP	3150
2489	THE ORIGINAL POOP BAGS	1319.89
2503	NORTH AMERICAN SAFETY, INC.	3098.5
2530	CASCADIA CONSULTING GROUP, INC.	18691.25
2531	BCN TELECOM, INC.	814.96
2537	HUNTINGTON TECHNOLOGY FINANCE	44525.18
2540	CHILD CARE RESOURCES	375
2545	KLB CONSTRUCTION, INC.	186696.85
2561	PRR, INC	20827.83

Vendor	Name	Volume
2570	H.D. FOWLER COMPANY	491.43
2577	APPLEONE EMPLOYMENT SERVICES	4684.16
2578	CENTRICITY GIS, LLC	375
2579	CHANIN KELLY-RAE CONSULTING LLC	9790
2589	ABRACADABRA PRINTING	1350.56
2598	WAGNER ARCHITECTS	49354
2617	STRIDER CONSTRUCTION CO., INC.	614825.81
2618	STEPHANIE LUCASH	291.66
2641	VENTILATION POWER CLEANING, INC.	1265
2660	WASHINGTON FEDERAL BANK	15498.93
2661	JASON RICHARD SPERLING	200
2667	CREATION ORGANICS, LLC	2182.38
2691	E SQUARED SYSTEMS, LLC	132.12
2692	PREMIER MEDIA GROUP	1000
2707	ONTRA MARKETING GROUP	225
2728	NARWHAL MET, LLC	800
2736	PAUL LEE	28684
2737	THERESA TIMMES KING	150
2738	JULIANA FISHER	150
2745	HOME COMFORT ALLIANCE	228.48
2747	CHRISTINE CABATIT	298.49
2748	GOURAV MITRA	250
2750	MID SOUND FISHERIES	250
2751	MERANDA DIRECTO	311.85
2752	MEADOWDALE MARINA LLC	7500
2755	CITY OF KIRKLAND	41049.69
2756	DIVYA GATTU	150
2757	KAT ZUO	100
2758	ALEXA'S CATERING INC.	1531
2759	SAID HAMOOD	150
2761	KARA VAN LUCHENE	150
2762	APPLIANCE REPAIR MM LLC	78.73
2763	LA CONNER INN	758
2764	RHOMAR INDUSTRIES, INC.	42.96
2765	TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESC	4433.02
2767	GAMES2U	572.5
2768	SEATTLE PRIDE	2000
	Vendor Set Vendor Set 01 Total:	**4487377.99**

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: November 2022 Financial Report **Proposed Council Action/Motion:** Receive & file: November 2022 Financial Report for the City of Kenmore Washington	For Council Meeting Agenda of: April 10, 2023 **Department**: Finance & Administration **Prepared by**: Melinda Merrell, Director of Finance & Administration Initial & Date Approved by Department Head: MM 3/23/23 Approved by City Attorney: ___N/A___ Approved by Finance Director: MM 3/23/23 Approved by City Manager: RK 3/28/23 **Exhibits/Attachments**: November 2022 Financial Report for the City of Kenmore, Washington

INFORMATION/BACKGROUND:

The November 2022 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2021-2022 adopted biennial budget. The budget was adopted on November 23, 2020.

FISCAL CONSIDERATION:

November 2022 is the 23rd month of the 2021-2022, biennium budget period with 96% of the biennium elapsed.

General Fund:

The General Fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Activities within the General Fund include Public Safety, Public Works Engineering, Community Development, Development Services, Parks, Facility Maintenance, and administrative services such as City Manager, Legal, Finance, City Clerk and City Council.

Revenues:

As of November 30, 2022, biennium to date, revenues exceeded expenditures by $3.1 million. Revenues totaled $30.6 million while expenditures totaled $27.5 million. Revenues are trending at 96% of the amended budgeted revenues of $31.8 million. Major revenue sources in the General Fund include property taxes, sales taxes, utility taxes, franchise fees, building related fees and other.

Property tax which is the major revenue source for the City generated $10.8 million through November 30, 2022. This represents 99% of the biennium budget amount. The budget for the biennium for this revenue source is $10.9 million.

Sales Tax revenue generated $7.1 million through November 30, 2022 (23 months). This represents 106% of the amended biennium budget amount of $6.8 million.

Sales Tax revenues for the eleven months of 2022 were $3.6 million. This is 8% higher than the amount received in 2021 for the same period.

A review of the top 506 sales tax remitters accounting for 84% of total remittances in the month of November indicates that 20% of the total was generated from internet-based companies. In the retail category, approximately 39% of the revenue was from internet sales.

Utility Taxes totaled $2.0 million or 84% of the amount budgeted of $2.4 million.

Development fees & permits revenue was $2.6 million or 150% of the amount budgeted for the biennium ($1.7 million).

Expenditures:
Expenditures totaled $27.5 million for the first twenty months of the biennium. This is 85% of the budgeted amount of $32.4 million.

Fund Balance:
The ending fund balance for the General fund, as of November 30, 2022, was $5.9 million.

Street Fund:
As of November 30, 2022, the year-to-date revenues totaled $2.4 million or 65% of total budgeted revenues in the amount of $3.8 million. Expenditures for the same time totaled $2.8 million or 59% of total budget expenditures in the amount of $4.8 million. The ending cash balance in this fund as of November 30, 2022, was $1.2 million.

Surface Water Management Fund:
As of November 30, 2022, biennium to date revenues totaled $6.0 million or 96% of the amended budgeted amount ($6.2 million). Expenditures during the same time-period, totaled $4.1 million or 52% of the amended biennial budgeted amount of $7.8 million. Expenditures are lower during this time of the year as the transfer out (expense) to the Surface Water Management Capital Fund will be made at the end of the year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
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.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short-term and long-range analysis that enhances vision and planning.

18120 68TH AVE. NE
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Melinda Merrell, Finance Director
DATE: March 6, 2023
RE: November 2022 Financial Reports for the City of Kenmore, Washington

November 2022 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

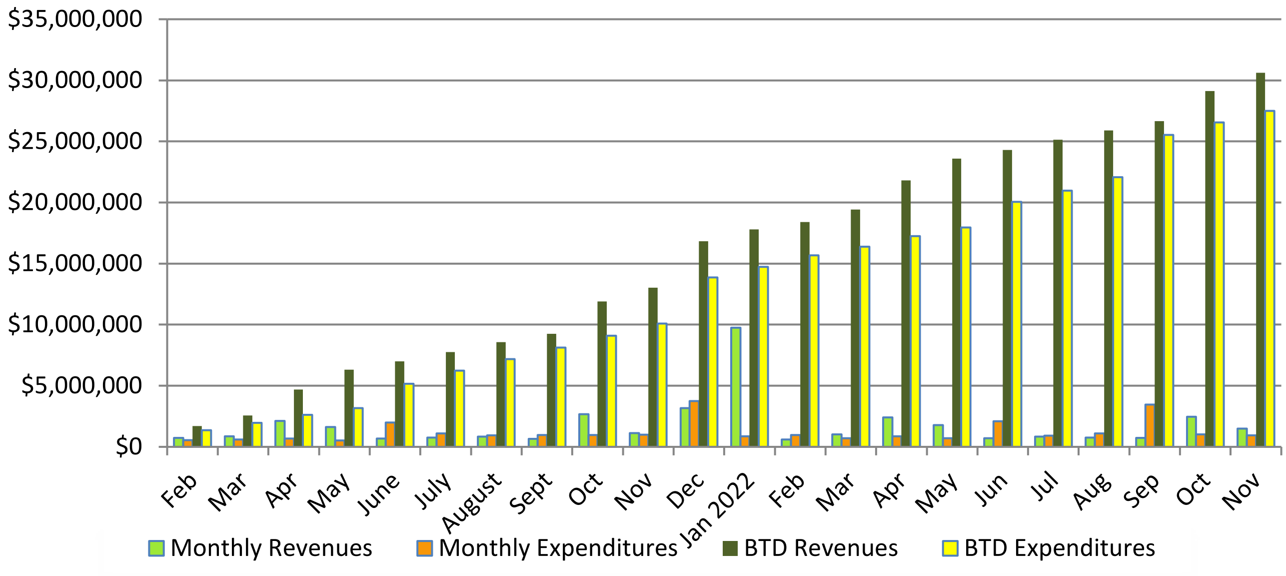
- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution

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

GENERAL FUND

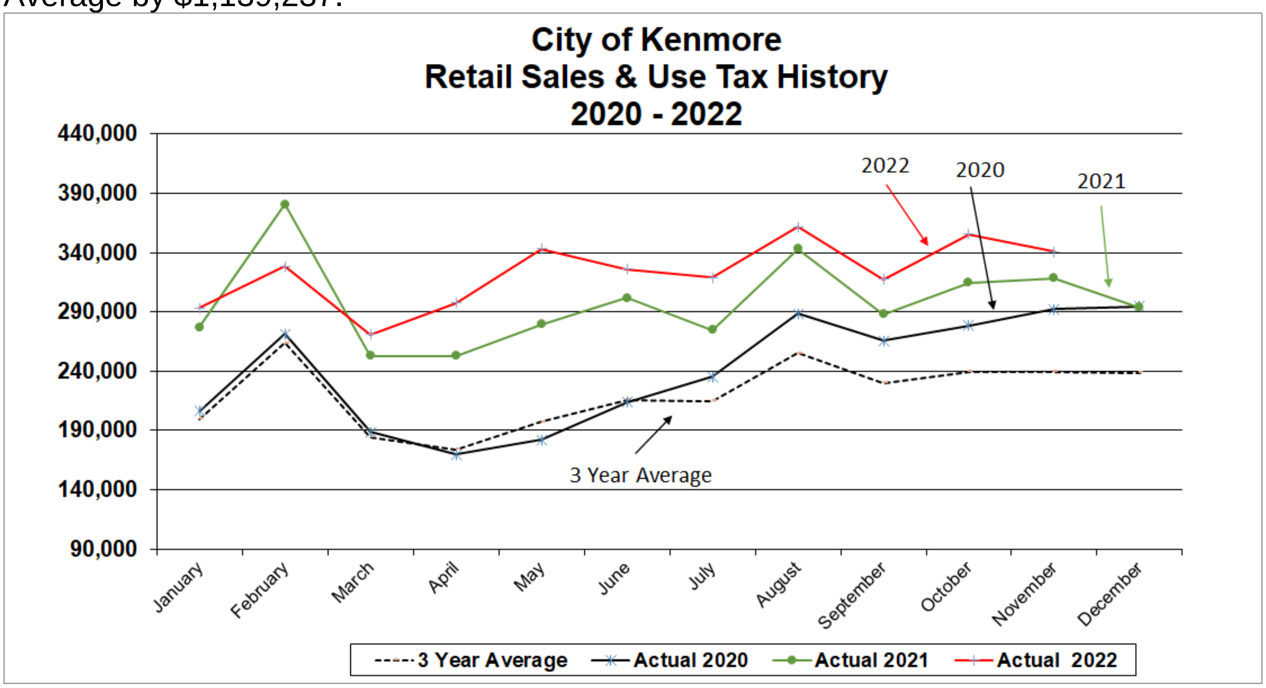
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, November is the twenty-third month (96%) of the 2021-2022 biennial budget period. For the month of November, revenues exceeded expenditures in the General Fund by $553,487. Biennium to date, revenues exceed expenditures by $3,123,758.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through November 2022.



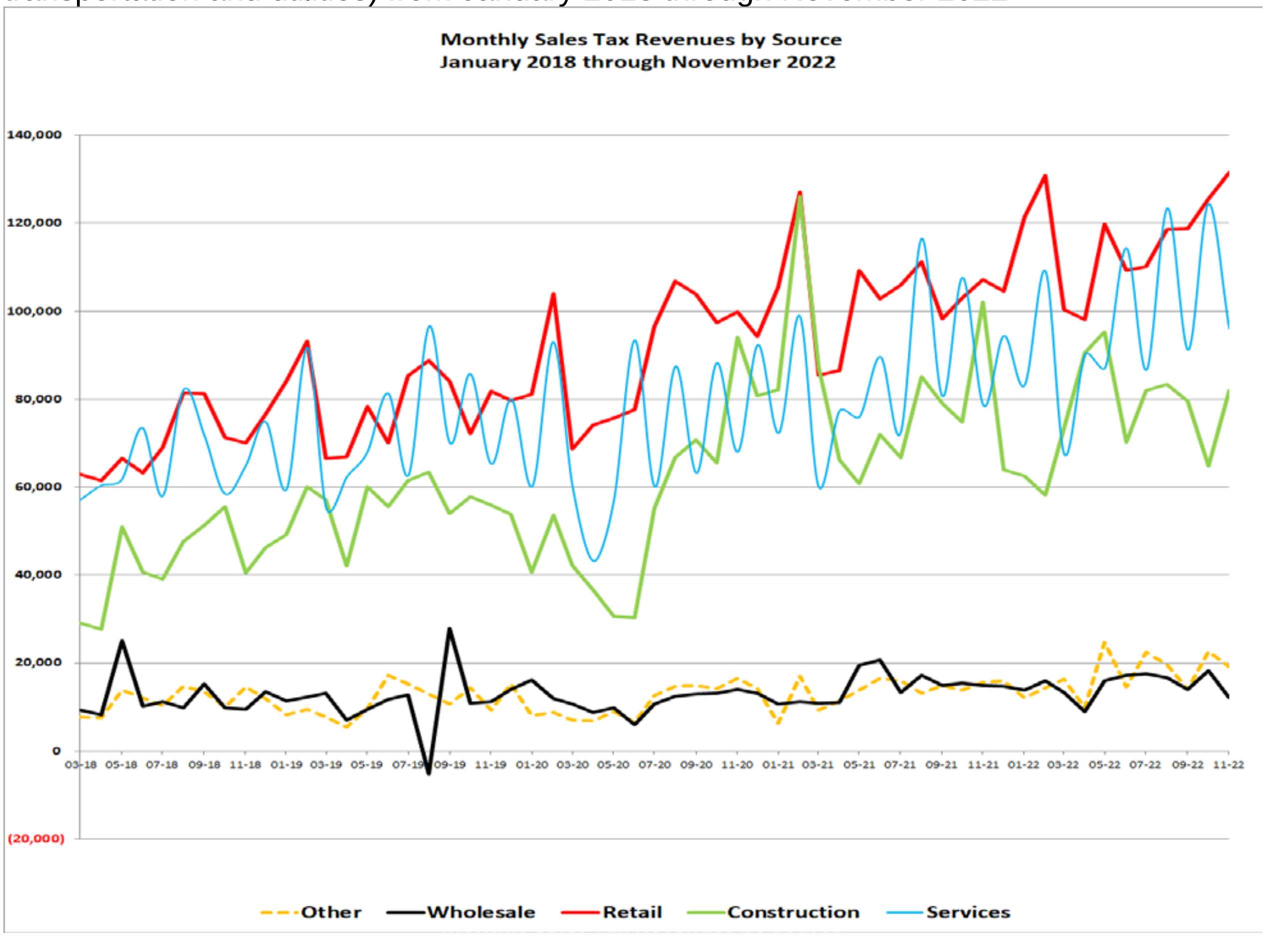
Total **revenues** for the month were **$1,492,448.** Biennium to date revenues are $30,613,048 which is 96% of the amended budgeted revenues of $31,839,770. Primary sources of revenue for the month included property taxes in the amount of $836,643, development fees & permits in the amount of $96,423, retail sales and use taxes in the amount of $340,848, intergovernmental & grants in the amount of $86,385, franchise fees in the amount of $2,285, and utility taxes in the amount of $96,735.

A summary of sales tax revenues received in **November** is attached. These receipts are based on **September** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted 3 Year Average line is a monthly average of actual receipts during 2019, 2020, and 2021. The red line represents 2022 actual receipts, which are $271,182 above 2021 and ahead of the 3 Year Average by $1,139,237.



XII. C. Receive and file the November 2022 Monthly Financial Report.

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 2018 through November 2022.

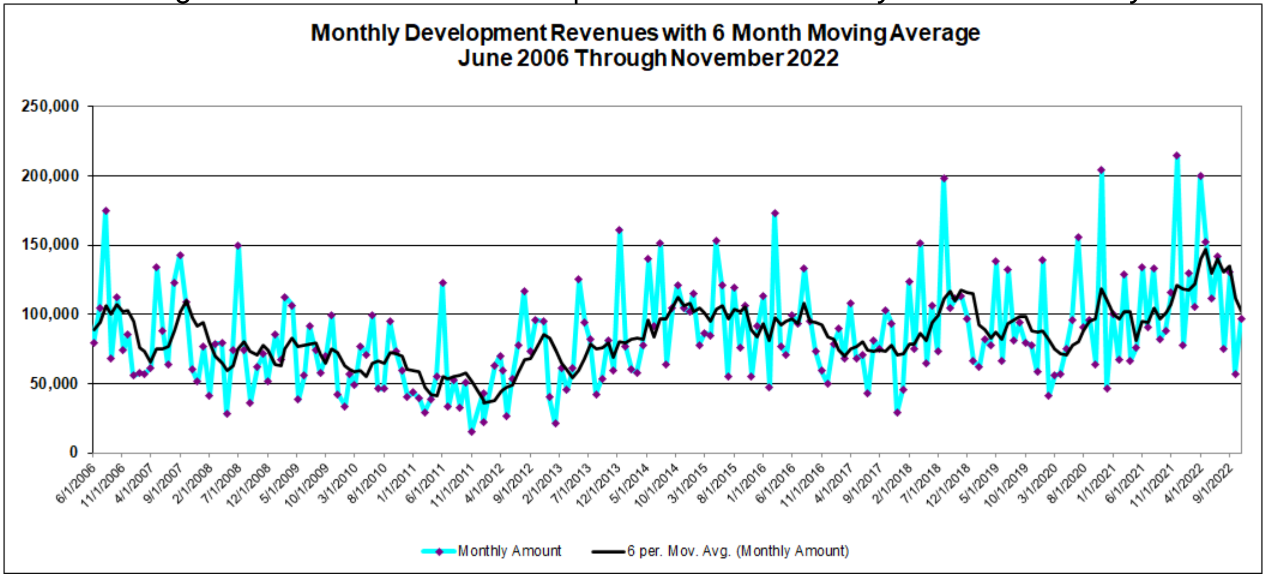


In November, the top 506 sales tax remitters, accounting for 84% or $287,477 of total remittances, were reviewed for internet sales activity.

Of the $287,477 of sales tax remitted by these companies in November, $56,567 (20% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sales tax in the major segments that include it:

	Total Sales Tax Remitted in November	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	$95,439	$37,583	39%
Information	9,737	2,429	25%
Services	71,006	14,443	20%
Wholesale	7,993	1,380	17%
Other	103,302	732	0%
	$287,477	$56,567	

The following chart illustrates the development revenue activity over the last 15 years.



November 2022 expenditures were **$938,961.** Biennium to date expenditures were $27,489,290, which is 85% of the amended biennial budget expenditures of $32,379,582.

Total City cash, $24,855,648, and long-term investments, $6,563,118, at the end of November, totaled $31,418,766. Proposition 1 levy funds and ARPA Recovery Funds are included in this cash balance.

Total non-General Fund revenues were $2,535,863 and total non-General Fund expenditures were $1,942,635.

In the **Street Fund,** revenues from gas tax distributions were $32,693. $59,174 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund,** there were expenditures in the amount of $505,037 on pedestrian safety projects & street maintenance. The fund received $142,136 in grant reimbursements during the month.

The **Sammamish Bridge Replacement Fund** had $393,403 in expenditures during the month. The fund received $334,424 in bridge grant reimbursements during the month.

The **Park Impact Fee Fund** received $2,162 in revenues during the month.

There were $5,215 in revenues for the **Transportation Impact Fee Fund** during the month.

The **Real Estate Excise Tax Fund** received $183,339 of real estate excise taxes (REET) in November from sales activity that occurred in October. Forty (40) transactions were reported during the month. The 2022 year to date revenue is lower than the 2021 revenue by $517,556.

The **Park Capital Fund** had $52,804 in Park improvement expenditures during the month. The fund received $1,100,314 in grant reimbursements during the month.

The **Walkways & Waterways Debt Service Fund** collected $161,979 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of $1,817,673.

The **Transportation Benefit District Fund** received $28,872 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **November 30, 2022.** 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
November 30, 2022

	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH Nov. 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022	MONTH Nov. 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	AMENDED BIENNIUM BUDGET 2019-2020
REVENUES								
Beginning Fund Balance		**2,748,005**		**2,748,005**		**4,934,368**		**4,934,368**
Property Taxes	836,643	10,756,615	99.0%	10,865,654	426,362	10,302,366	100.8%	10,224,205
Sales and Use Taxes	340,848	7,131,713	105.6%	6,754,280	352,142	6,700,658	107.9%	6,212,000
Utility Taxes	96,735	2,020,262	84.2%	2,399,290	14,113	1,897,681	76.9%	2,466,355
Other Taxes	16,425	226,464	124.3%	182,200	22,999	230,371	126.7%	181,868
Development Fees & Permits	96,423	2,574,393	149.7%	1,720,003	204,684	2,091,149	112.8%	1,854,042
Franchise Fees	2,285	1,715,386	98.2%	1,746,569	3,336	1,719,915	93.9%	1,831,835
Intergovernmental and Grants	86,385	2,786,345	96.0%	2,902,594	1,036,698	2,182,244	101.9%	2,142,292
Investment Interest	8,227	60,686	91.9%	66,000	11,156	177,038	185.8%	95,300
Fines and Forfeitures	0	2,341	0.0%	0	0	5,102	0.0%	0
Transfers and Other Revenues	8,476	3,338,843	64.2%	5,203,180	41,699	1,309,678	60.8%	2,155,352
Total Revenues	1,492,448	30,613,048	96.1%	31,839,770	2,113,187	26,616,202	98.0%	27,163,249

V:\Admin and Finance\Monthly Reports\2022\November 2022General Fund

City of Kenmore, Washington
General Fund Summary Report
November 30, 2022

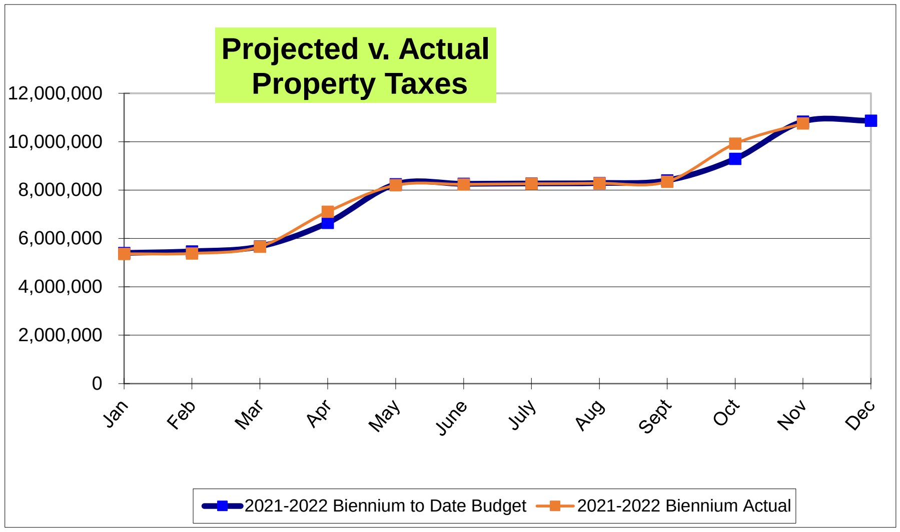
	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH Nov. 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022	MONTH Nov. 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	AMENDED BIENNIUM BUDGET 2019-2020
EXPENDITURES								
Cost Center								
City Council	9,943	328,043	98.6%	332,711	8,455	322,136	95.8%	336,208
City Manager	112,965	3,056,687	97.9%	3,121,846	138,351	3,282,427	103.5%	3,170,520
City Clerk	29,154	918,769	98.0%	937,052	32,692	683,891	74.4%	919,466
Finance	52,523	2,030,882	91.8%	2,212,820	67,483	1,873,516	97.3%	1,925,756
Human Resources	12,829	292,142	0.0%	319,432		0	0.0%	0
Legal	1,042	950,920	168.3%	565,000	23,215	599,845	91.6%	654,782
Interfund Transfers/Non Department	0	4,459,090	65.3%	6,830,617	0	2,606,529	80.8%	3,226,484
Public Safety	413,425	7,112,588	77.7%	9,152,371	338,212	7,966,556	88.8%	8,967,044
Engineering & Environmental Services	89,980	1,507,254	89.2%	1,689,574	43,969	1,209,584	77.7%	1,555,790
Community Development	63,210	1,612,237	95.1%	1,695,828	53,898	1,452,346	91.9%	1,580,826
Developmental Services	99,327	2,588,595	91.0%	2,845,428	104,322	2,366,661	126.3%	1,874,061
Parks & Facility Maintenance	54,564	2,632,084	98.3%	2,676,904	87,248	2,920,701	89.9%	3,247,606
Total Expenditures	938,961	27,489,290	84.9%	32,379,582	897,847	25,284,190	88.6%	28,543,158
Revenues over Expenditures	553,487	3,123,758		(539,812)	1,215,340	1,332,012		(1,379,909)
Ending Fund Balance		**5,871,763**		**2,208,193**		**6,266,381**		**3,554,460**

V:\Admin and Finance\Monthly Reports\2022\November 2022General Fund

City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2022

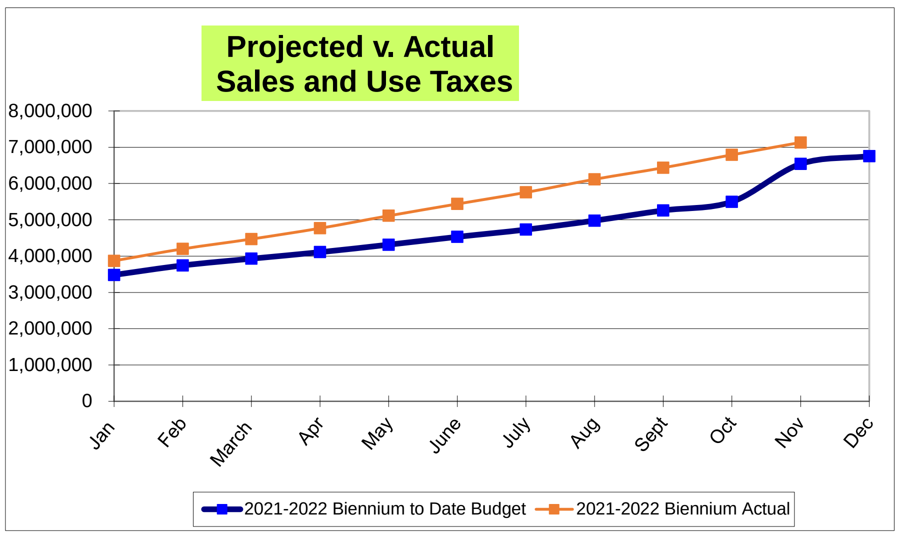
PROPERTY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	5,383,410	5,347,981
Jan	5,401,023	5,365,476
Feb	5,468,860	5,381,481
Mar	5,670,301	5,661,041
Apr	6,652,450	7,109,637
May	8,244,136	8,200,961
June	8,259,460	8,236,543
July	8,274,655	8,260,399
Aug	8,290,802	8,280,645
Sept	8,401,090	8,349,842
Oct	9,291,005	9,919,973
Nov	10,834,497	10,756,615
Dec	10,865,654	
2021-22	10,865,654	
Year To Date		
Actual v. Projected		99%



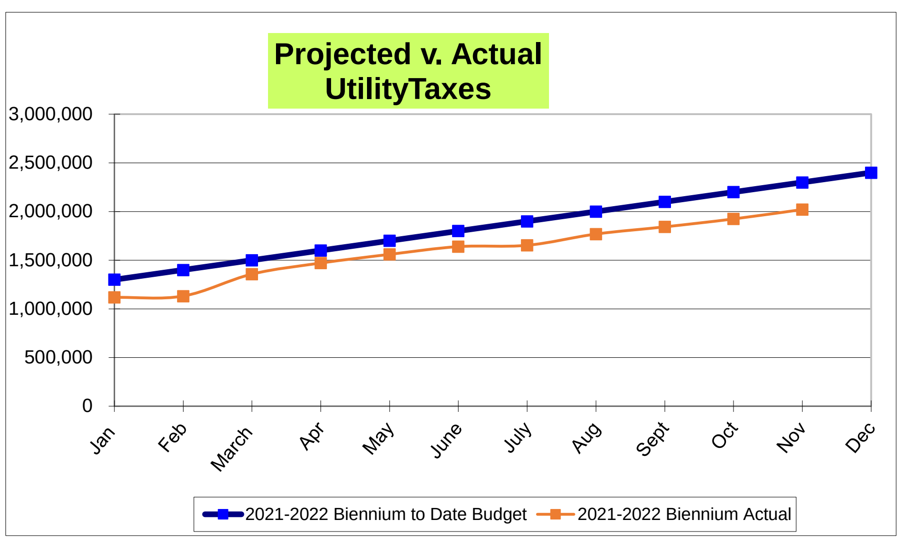
SALES & USE TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	3,300,000	3,577,108
Jan	3,481,493	3,870,242
Feb	3,742,900	4,198,660
March	3,928,951	4,469,848
Apr	4,108,559	4,767,637
May	4,315,086	5,110,898
June	4,530,232	5,436,740
July	4,730,589	5,755,733
Aug	4,978,663	6,117,536
Sept	5,258,728	6,435,200
Oct	5,497,740	6,790,868
Nov	6,539,531	7,131,716
Dec	6,754,280	
2021-22	6,754,280	
Year To Date		
Actual v. Projected		109%



UTILITY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,199,640	933,662
Jan	1,299,611	1,117,517
Feb	1,399,582	1,131,117
March	1,499,553	1,356,930
Apr	1,599,523	1,470,394
May	1,699,494	1,559,515
June	1,799,465	1,639,261
July	1,899,436	1,652,680
Aug	1,999,407	1,768,400
Sept	2,099,378	1,842,194
Oct	2,199,348	1,923,527
Nov	2,299,319	2,020,262
Dec	2,399,290	
2021-22	2,399,290	
Year To Date		
Actual v. Projected		88%



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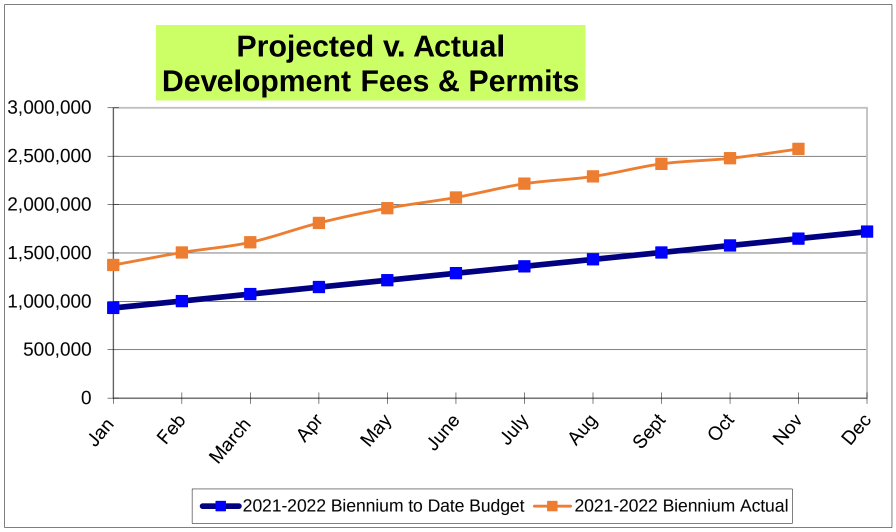
XII. C. Receive and file the November 2022 Monthly Financial Report.

City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2022

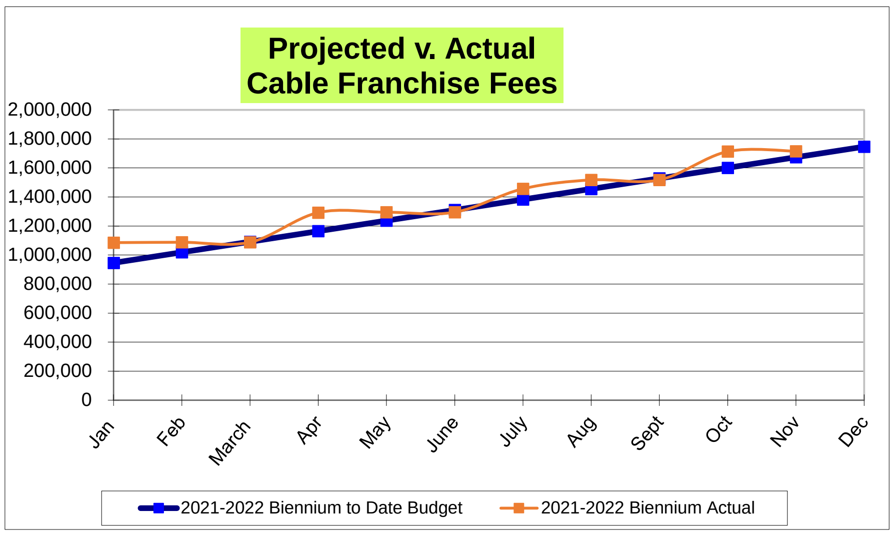
DEVELOPMENT FEES & PERMITS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	860,004	1,297,301
Jan	931,671	1,375,004
Feb	1,003,337	1,504,765
March	1,075,004	1,609,951
Apr	1,146,670	1,809,930
May	1,218,337	1,962,323
June	1,290,004	2,073,729
July	1,361,670	2,215,243
Aug	1,433,337	2,290,074
Sept	1,505,003	2,420,861
Oct	1,576,670	2,477,969
Nov	1,648,336	2,574,392
Dec	1,720,003	
'2021-22	1,720,003	
Year To Date		
Actual v. Projected		156%



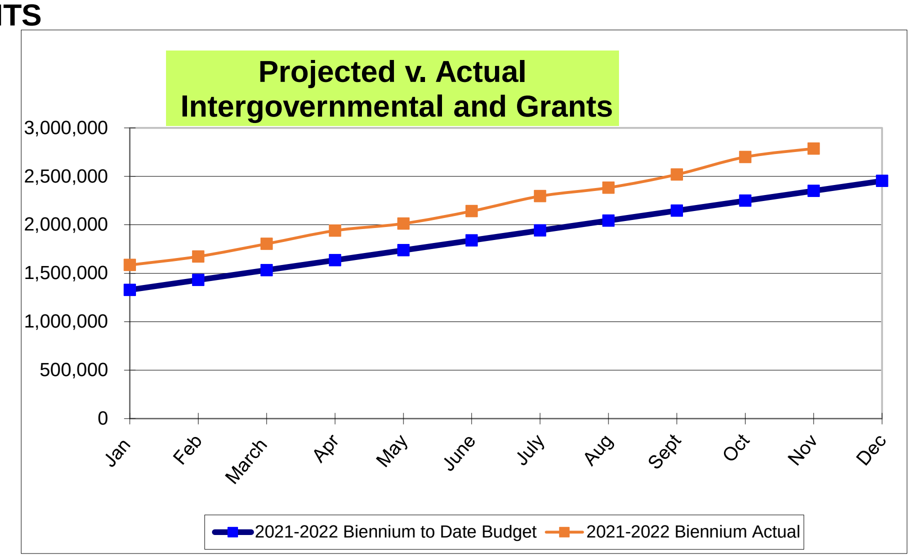
CABLE/WATER/SEWER FRANCHISE FEES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	873,288	848,118
Jan	946,061	1,085,513
Feb	1,018,835	1,088,169
March	1,091,608	1,088,169
Apr	1,164,382	1,292,413
May	1,237,155	1,295,037
June	1,309,929	1,295,037
July	1,382,702	1,456,622
Aug	1,455,475	1,517,719
Sept	1,528,249	1,517,719
Oct	1,601,022	1,713,100
Nov	1,673,796	1,715,386
Dec	1,746,569	
'2021-22	1,746,569	
Year To Date		
Actual v. Projected		102%



INTERGOVERNMENTAL & GRANTS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,226,292	1,433,882
Jan	1,328,484	1,584,645
Feb	1,430,676	1,672,962
March	1,532,868	1,803,507
Apr	1,635,059	1,940,022
May	1,737,251	2,012,887
June	1,839,443	2,141,112
July	1,941,635	2,295,990
Aug	2,043,827	2,383,288
Sept	2,146,019	2,519,437
Oct	2,248,210	2,699,960
Nov	2,350,402	2,786,345
Dec	2,452,594	
'2021-22	2,452,594	
Year To Date		
Actual v. Projected		119%



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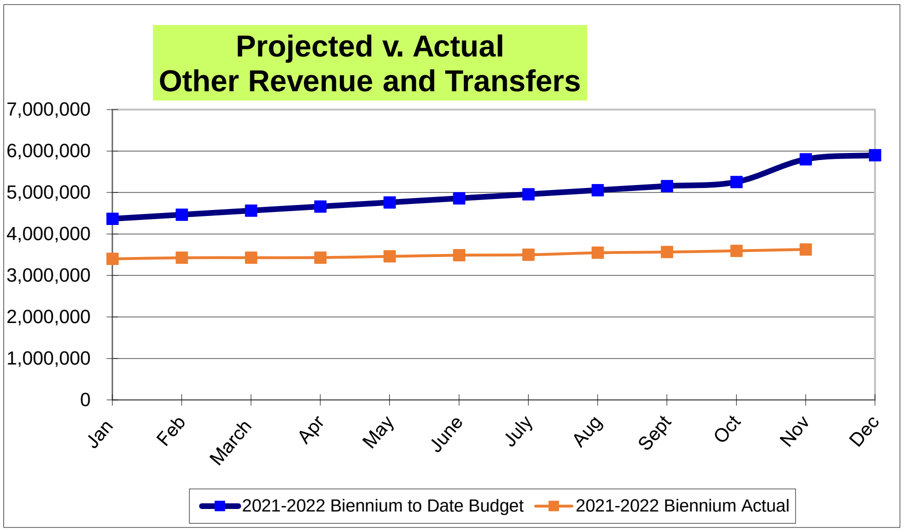
City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2022

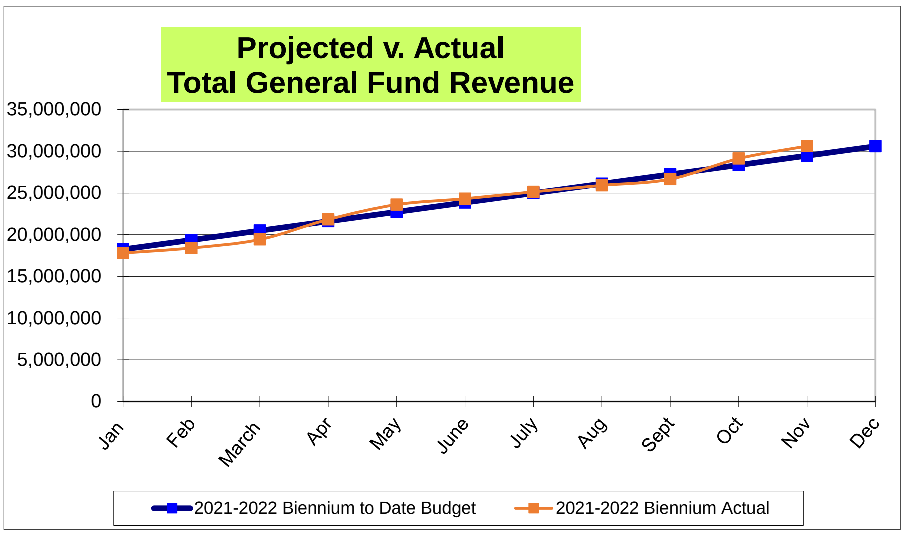
OTHER REVENUES AND TRANSFERS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,269,442	3,385,984
Jan	4,367,937	3,400,357
Feb	4,466,432	3,427,124
March	4,564,927	3,429,241
Apr	4,663,421	3,431,875
May	4,761,916	3,460,320
June	4,860,411	3,488,661
July	4,958,906	3,499,238
Aug	5,057,401	3,547,845
Sept	5,155,896	3,565,352
Oct	5,254,390	3,595,202
Nov	5,802,885	3,628,331
Dec	5,901,380	
'2021-22	5,901,380	
Year To Date		
Actual v. Projected		69%



TOTAL GENERAL FUND REVENUE

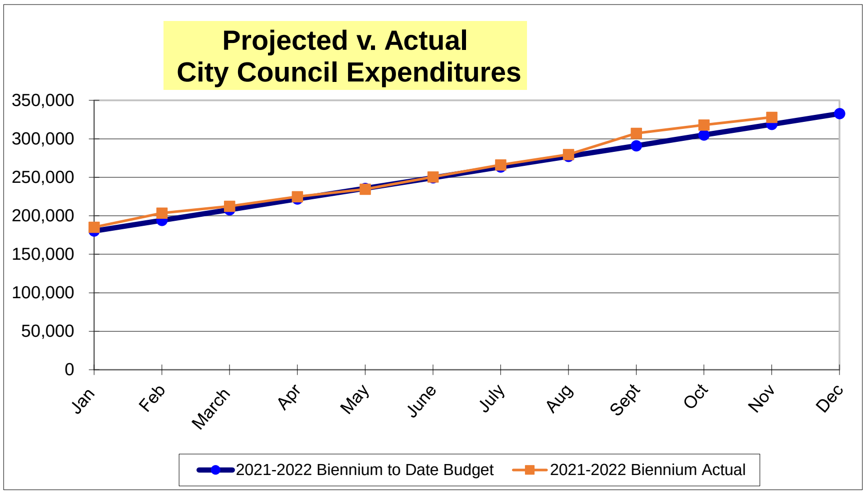
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	17,112,076	16,824,033
Jan	18,235,217	17,798,754
Feb	19,358,358	18,404,278
March	20,481,500	19,418,687
Apr	21,604,641	21,821,909
May	22,727,782	23,601,942
June	23,850,923	24,311,083
July	24,974,064	25,135,905
Aug	26,097,205	25,905,508
Sept	27,220,347	26,650,604
Oct	28,343,488	29,120,600
Nov	29,466,629	30,613,048
Dec	30,589,770	
'2021-22	31,839,770	
Year To Date		
Actual v. Projected		104%



City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2022

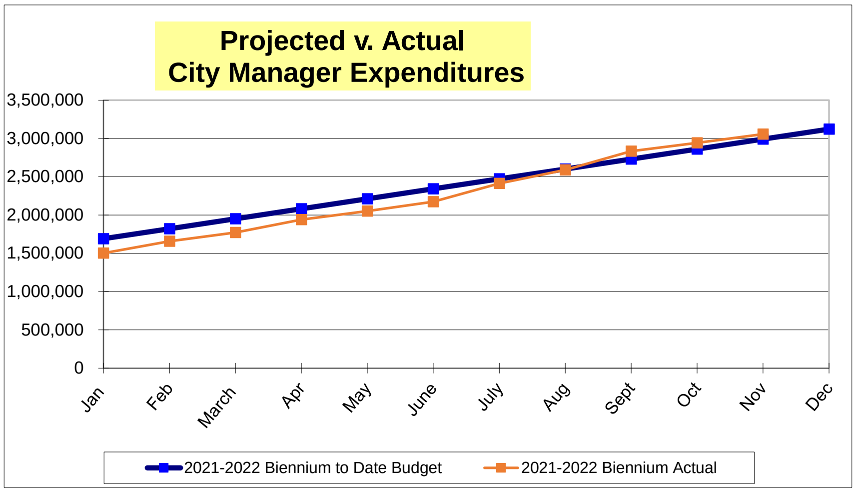
CITY COUNCIL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	166,356	141,202
Jan	180,219	185,182
Feb	194,082	203,467
March	207,945	212,391
Apr	221,808	224,965
May	235,671	234,504
June	249,534	250,518
July	263,396	266,142
Aug	277,259	279,563
Sept	291,122	307,304
Oct	304,985	318,101
Nov	318,848	328,043
Dec	332,711	
2021-22	332,711	
Year To Date		
Actual v. Projected		103%



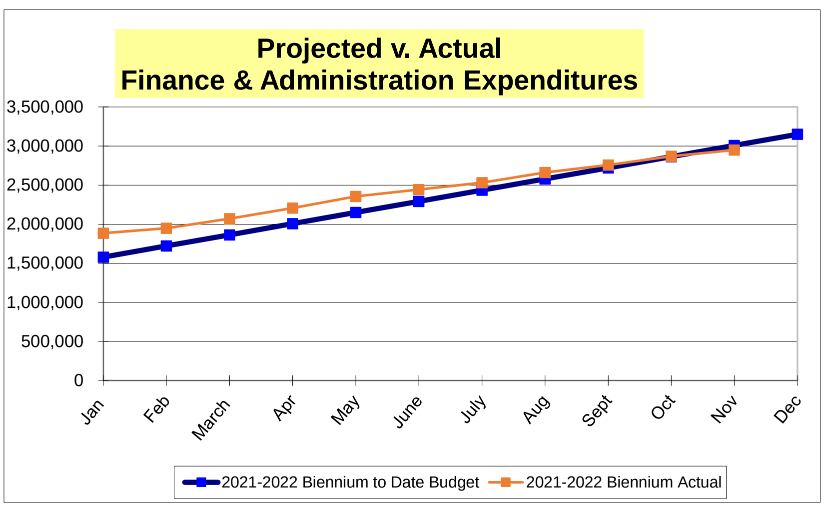
CITY MANAGER

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,560,924	1,405,465
Jan	1,691,001	1,501,723
Feb	1,821,078	1,658,675
March	1,951,155	1,771,082
Apr	2,081,231	1,941,316
May	2,211,308	2,052,733
June	2,341,385	2,173,994
July	2,471,462	2,413,970
Aug	2,601,539	2,590,065
Sept	2,731,616	2,834,006
Oct	2,861,692	2,943,722
Nov	2,991,769	3,056,687
Dec	3,121,846	
2021-22	3,121,846	
Year To Date		
Actual v. Projected		102%



FINANCE & ADMINISTRATION

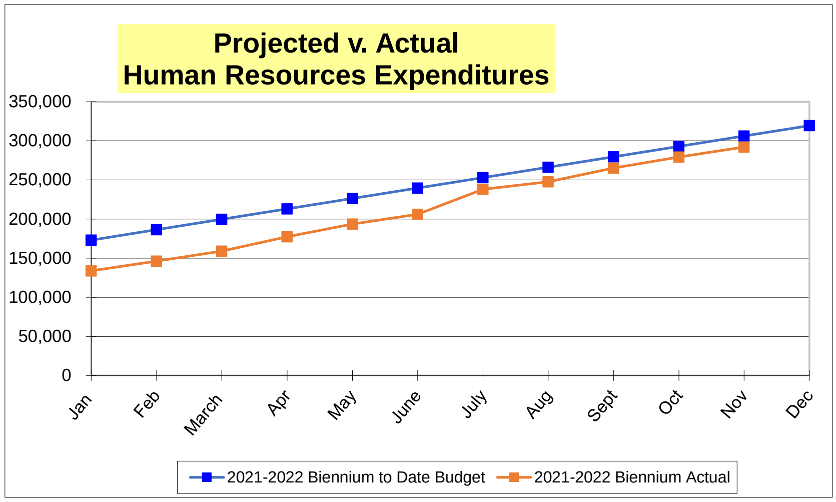
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,436,124	1,466,725
Jan	1,578,936	1,885,672
Feb	1,721,749	1,949,745
March	1,864,561	2,069,996
Apr	2,007,373	2,205,757
May	2,150,185	2,355,440
June	2,292,998	2,443,231
July	2,435,810	2,531,864
Aug	2,578,622	2,660,696
Sept	2,721,434	2,758,338
Oct	2,864,247	2,867,974
Nov	3,007,059	2,949,650
Dec	3,149,871	
2021-22	3,149,871	
Year To Date		
Actual v. Projected		98%



City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2022

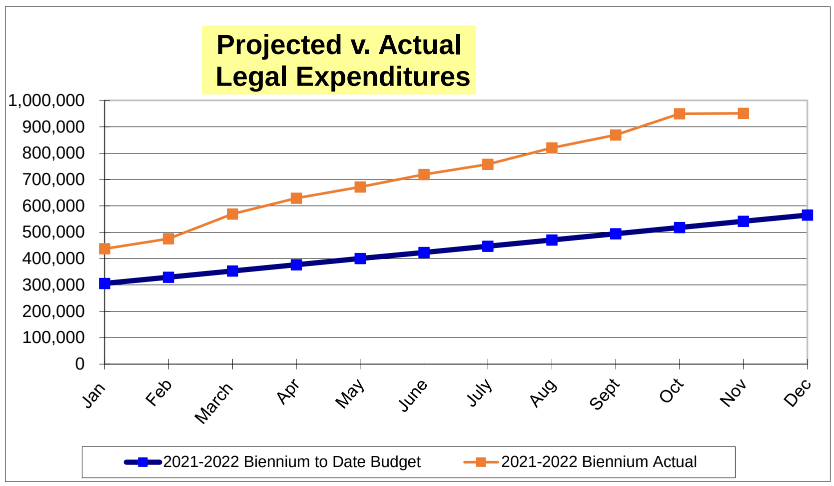
HUMAN RESOURCES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	159,720	121,298
Jan	173,029	133,802
Feb	186,339	146,326
March	199,648	159,020
Apr	212,957	177,441
May	226,267	193,603
June	239,576	206,236
July	252,885	238,150
Aug	266,195	247,635
Sept	279,504	265,304
Oct	292,813	279,312
Nov	306,123	292,141
Dec	319,432	
2021-22	319,432	
Year To Date		
Actual v. Projected		95%



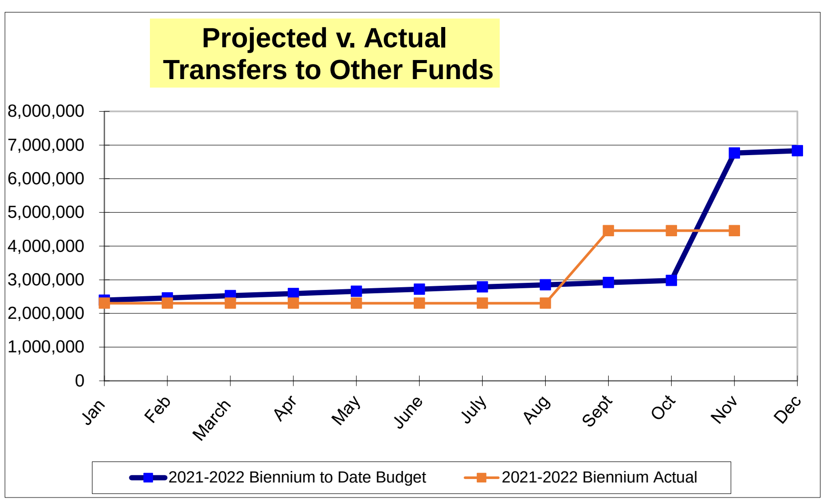
LEGAL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	282,504	437,313
Jan	306,045	437,313
Feb	329,587	475,661
March	353,128	569,513
Apr	376,669	629,027
May	400,211	672,191
June	423,752	718,925
July	447,293	758,039
Aug	470,835	820,079
Sept	494,376	869,175
Oct	517,917	949,879
Nov	541,459	950,920
Dec	565,000	
2021-22	565,000	
Year To Date		
Actual v. Projected		176%



TRANSFERS TO OTHER FUNDS

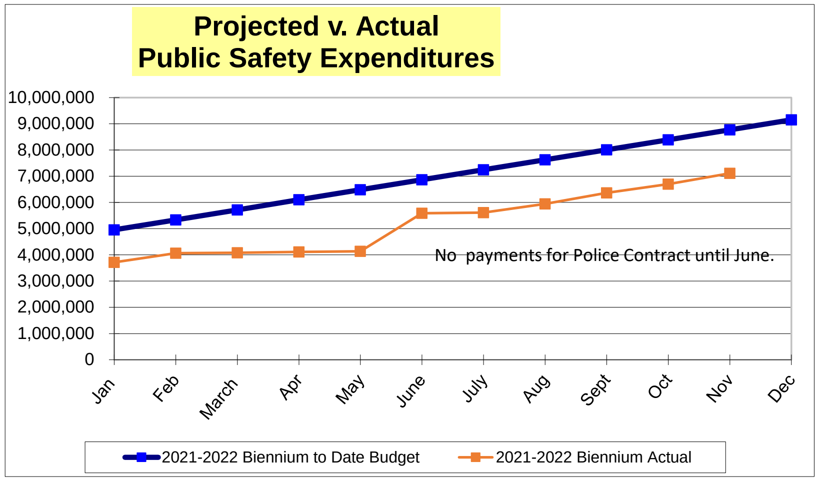
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	2,330,312	2,303,405
Jan	2,395,337	2,303,405
Feb	2,460,363	2,303,405
March	2,525,388	2,303,405
Apr	2,590,414	2,303,405
May	2,655,439	2,303,405
June	2,720,465	2,303,405
July	2,785,490	2,303,405
Aug	2,850,515	2,303,405
Sept	2,915,541	4,459,090
Oct	2,980,566	4,459,090
Nov	6,765,592	4,459,090
Dec	6,830,617	
2021-22	6,830,617	
Year To Date		
Actual v. Projected		66%



City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2022

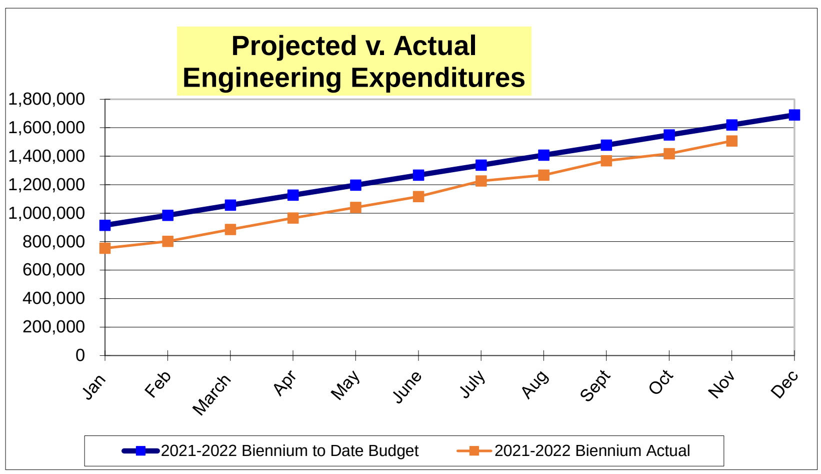
PUBLIC SAFETY

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,576,188	3,716,797
Jan	4,957,537	3,716,847
Feb	5,338,885	4,062,529
March	5,720,234	4,081,910
Apr	6,101,582	4,116,629
May	6,482,931	4,141,525
June	6,864,280	5,586,432
July	7,245,628	5,609,870
Aug	7,626,977	5,945,240
Sept	8,008,325	6,368,240
Oct	8,389,674	6,699,163
Nov	8,771,022	7,112,588
Dec	9,152,371	
2021-22	9,152,371	
Year To Date		
Actual v. Projected		81%



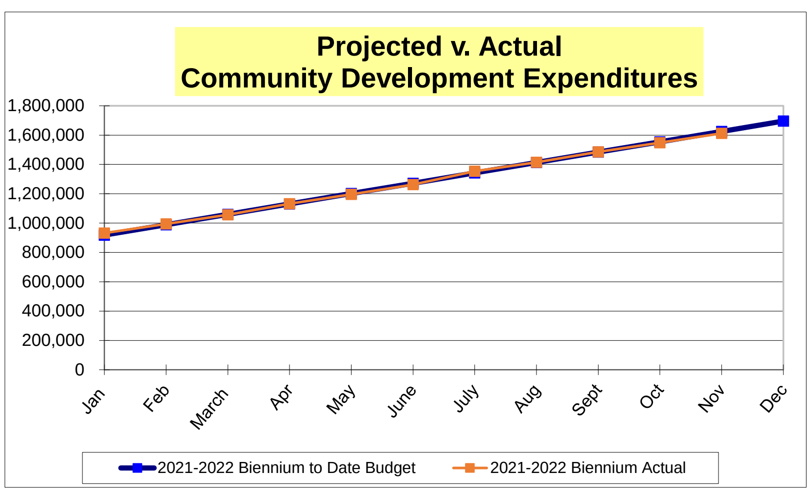
ENGINEERING

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	844,788	701,750
Jan	915,187	754,024
Feb	985,586	802,031
March	1,055,985	884,917
Apr	1,126,383	966,480
May	1,196,782	1,041,010
June	1,267,181	1,116,924
July	1,337,580	1,225,519
Aug	1,407,979	1,267,470
Sept	1,478,378	1,368,410
Oct	1,548,776	1,417,274
Nov	1,619,175	1,507,253
Dec	1,689,574	
2021-22	1,689,574	
Year To Date		
Actual v. Projected		93%



COMMUNITY DEVELOPMENT

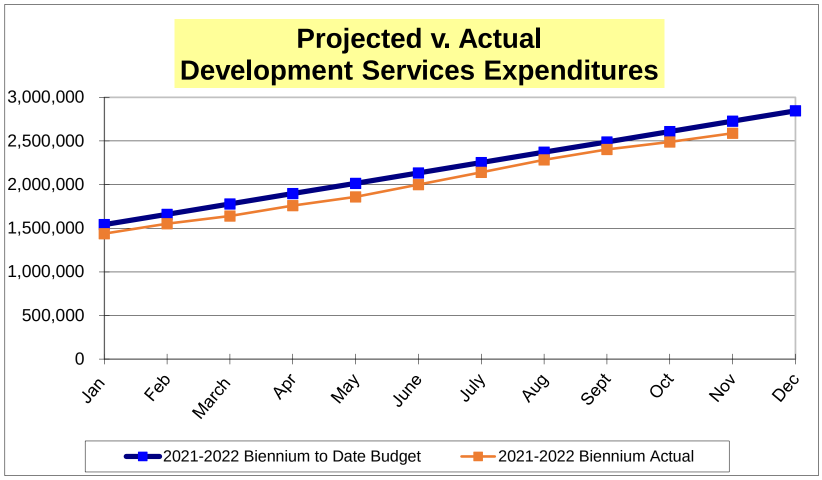
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	847,908	869,569
Jan	918,568	931,860
Feb	989,228	994,326
March	1,059,888	1,056,562
Apr	1,130,548	1,131,778
May	1,201,208	1,196,383
June	1,271,868	1,262,679
July	1,342,528	1,353,562
Aug	1,413,188	1,414,869
Sept	1,483,848	1,485,220
Oct	1,554,508	1,549,027
Nov	1,625,168	1,612,238
Dec	1,695,828	
2021-22	1,695,828	
Year To Date		
Actual v. Projected		99%



City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2022

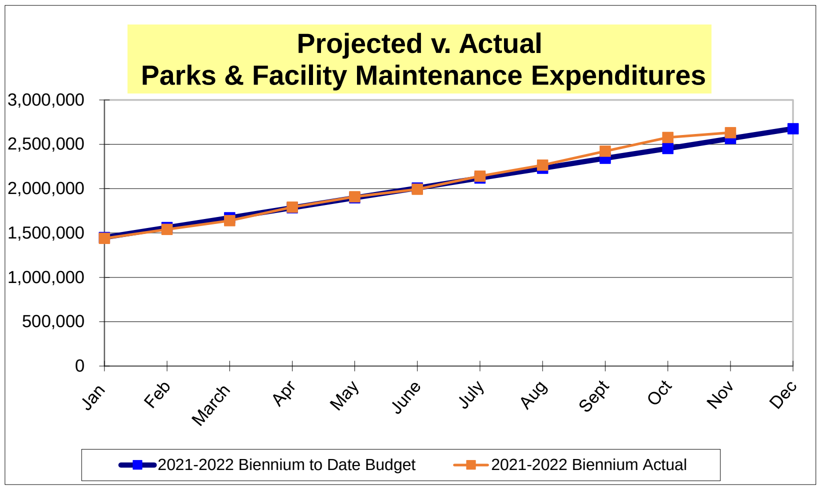
DEVELOPMENT SERVICES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,422,708	1,297,449
Jan	1,541,268	1,437,972
Feb	1,659,828	1,551,087
March	1,778,388	1,639,536
Apr	1,896,948	1,760,198
May	2,015,508	1,859,989
June	2,134,068	2,000,509
July	2,252,628	2,140,996
Aug	2,371,188	2,284,524
Sept	2,489,748	2,402,221
Oct	2,608,308	2,489,268
Nov	2,726,868	2,588,595
Dec	2,845,428	
2021-22	2,845,428	
Year To Date		
Actual v. Projected		95%



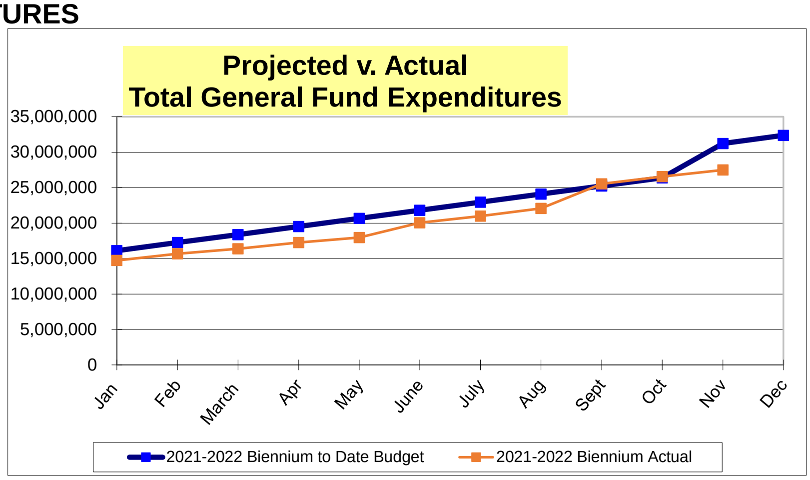
PARKS & FACILITY MAINTENANCE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,338,456	1,392,427
Jan	1,449,993	1,439,239
Feb	1,561,531	1,540,936
March	1,673,068	1,638,478
Apr	1,784,605	1,792,556
May	1,896,143	1,908,215
June	2,007,680	1,993,504
July	2,119,217	2,141,403
Aug	2,230,755	2,266,322
Sept	2,342,292	2,421,968
Oct	2,453,829	2,577,520
Nov	2,565,367	2,632,084
Dec	2,676,904	
2021-22	2,676,904	
Year To Date		
Actual v. Projected		103%



TOTAL GENERAL FUND EXPENDITURES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	14,965,988	13,853,401
Jan	16,107,121	14,727,038
Feb	17,248,254	15,688,188
March	18,389,387	16,386,810
Apr	19,530,519	17,249,552
May	20,671,652	17,958,998
June	21,812,785	20,056,357
July	22,953,918	20,982,921
Aug	24,095,051	22,079,869
Sept	25,236,184	25,539,278
Oct	26,377,316	26,550,328
Nov	31,238,449	27,489,289
Dec	32,379,582	
2021-22	32,379,582	
Year To Date		
Actual v. Projected		88%



City of Kenmore, Washington
Street Fund Summary Report
November 30, 2022

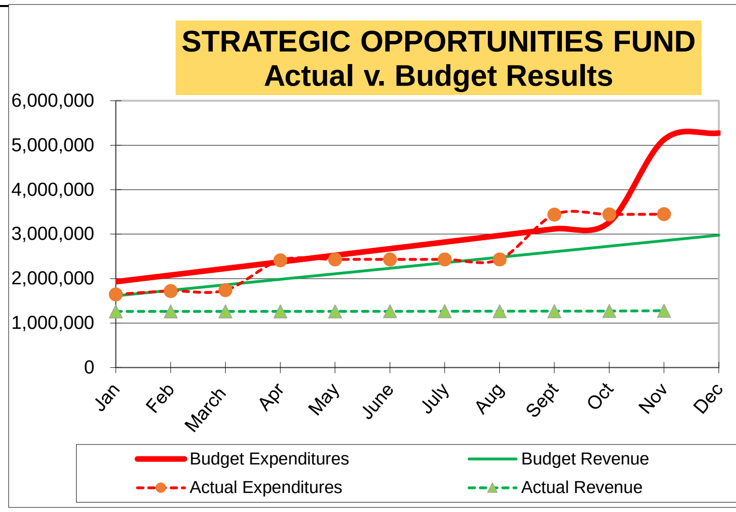
	2021 - 2022			
	MONTH November 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	BUDGET 2021-2022
REVENUES				
Beginning Fund Balance		**1,605,323**		**1,311,996**
Fuel Tax	32,693	822,111	87.6%	938,058
Investment Interest	2,400	19,181	618.8%	3,100
Miscellaneous	0	26,554	372.4%	7,131
ROW Permit Fees/Inspections	0	277,523	94.6%	293,460
Multimodal Transportation	0	55,306	87.6%	63,160
MVA Transpo City	0	41,511	0.0%	0
Transfer from General Fund	0	753,405	48.3%	1,560,617
Transfer from REET	0	100,000	50.0%	200,000
Transfer from TBD	0	350,000	50.0%	700,000
Total Revenues	35,092	2,445,591	64.9%	3,765,526

	2021 - 2022			
	MONTH November 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	BUDGET 2021-2022
EXPENDITURES				
Salary and Benefits	59,562	1,298,256	95.8%	1,355,214
Maintenance & Operations	59,174	1,437,816	43.2%	3,327,953
Capital	945	68,739	68.7%	100,000
Total Expenditures	119,681	2,804,811	58.6%	4,783,167
Revenues over Expenditures	(84,588)	(359,220)		(1,017,641)
Ending Fund Balance		**1,246,103**		**294,355**

City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2022

STRATEGIC OPPORTUNITIES FUND

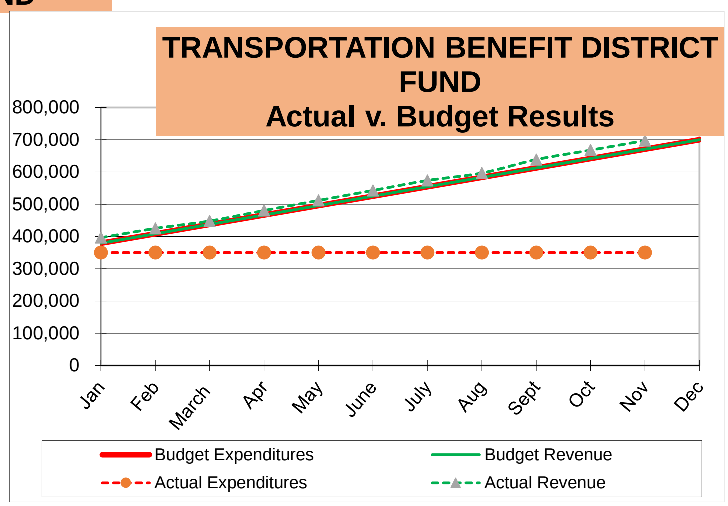
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,781,748	1,645,707	1,488,360	1,262,308
Jan	1,930,228	1,645,707	1,612,390	1,262,699
Feb	2,078,707	1,722,451	1,736,420	1,262,808
March	2,227,187	1,739,571	1,860,450	1,262,981
Apr	2,375,666	2,413,909	1,984,480	1,263,190
May	2,524,146	2,432,087	2,108,510	1,263,674
June	2,672,626	2,432,567	2,232,540	1,264,704
July	2,821,105	2,432,567	2,356,570	1,265,580
Aug	2,969,585	2,432,567	2,480,600	1,267,414
Sept	3,118,064	3,437,699	2,604,630	1,268,639
Oct	3,266,544	3,442,689	2,728,660	1,269,692
Nov	5,125,023	3,447,714	2,852,690	1,278,402
Dec	5,273,503		2,976,718	
2021-22	5,273,503		2,976,718	
Total Actual to Date vs Total Budget		65%		43%



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.

TRANSPORTATION BENEFIT DISTRICT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	350,004	350,000	350,004	369,121
Jan	379,171	350,000	379,171	396,139
Feb	408,338	350,000	408,338	424,939
March	437,505	350,000	437,505	448,008
Apr	466,672	350,000	466,672	480,535
May	495,839	350,000	495,839	511,698
June	525,006	350,000	525,006	542,681
July	554,173	350,000	554,173	573,632
Aug	583,340	350,000	583,340	596,695
Sept	612,507	350,000	612,507	638,428
Oct	641,674	350,000	641,674	667,720
Nov	670,841	350,000	670,841	697,512
Dec	700,000		699,998	
2021-22	700,000		700,000	
Total Actual to Date vs Total Budget		50%		100%

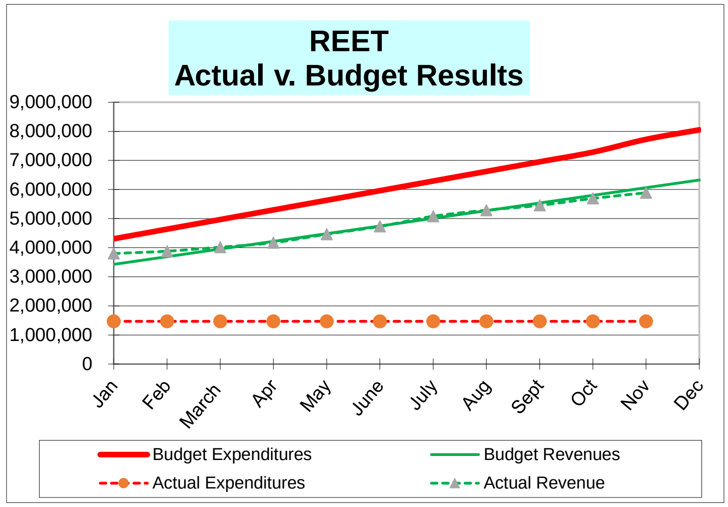


The Transportation Benefit District fund accounts for the $20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2022

REAL ESTATE EXCISE TAX FUND

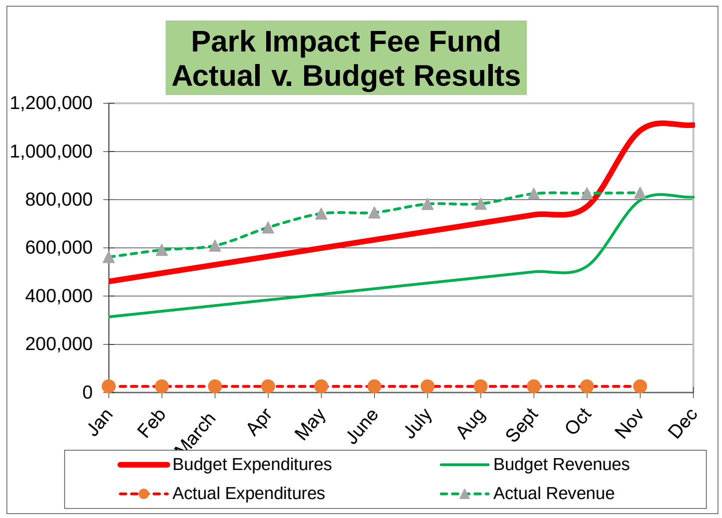
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,970,056	1,467,680	3,163,080	3,671,216
Jan	4,305,478	1,467,680	3,426,670	3,800,239
Feb	4,636,316	1,467,680	3,690,271	3,879,280
March	4,967,154	1,467,680	3,953,861	4,017,276
Apr	5,297,992	1,467,680	4,217,451	4,171,010
May	5,628,830	1,467,680	4,481,041	4,463,826
June	5,959,668	1,467,680	4,744,631	4,730,489
July	6,290,506	1,467,680	5,008,221	5,080,777
Aug	6,621,344	1,467,680	5,271,811	5,288,535
Sept	6,952,182	1,467,680	5,535,401	5,454,748
Oct	7,283,020	1,467,680	5,798,991	5,692,659
Nov	7,723,858	1,467,680	6,062,581	5,887,939
Dec	8,050,122		6,326,171	
2021-22	8,050,122		6,326,171	
Total Actual to Date vs Total Budget		18%		93%



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.

PARK IMPACT FEE FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	414,708	25,358	280,212	561,886
Jan	460,949	25,358	313,980	562,009
Feb	495,508	25,358	337,331	591,591
March	530,067	25,358	360,682	609,548
Apr	564,626	25,358	384,033	685,076
May	599,185	25,358	407,384	742,415
June	633,744	25,358	430,735	746,929
July	668,303	25,358	454,086	782,028
Aug	702,862	25,358	477,437	783,185
Sept	737,421	25,358	500,788	825,008
Oct	771,980	25,358	524,139	826,713
Nov	1,086,907	25,358	797,490	828,875
Dec	1,109,780		810,422	
2021-22	1,109,780		810,422	
Total Actual to Date vs Total Budget		2%		102%

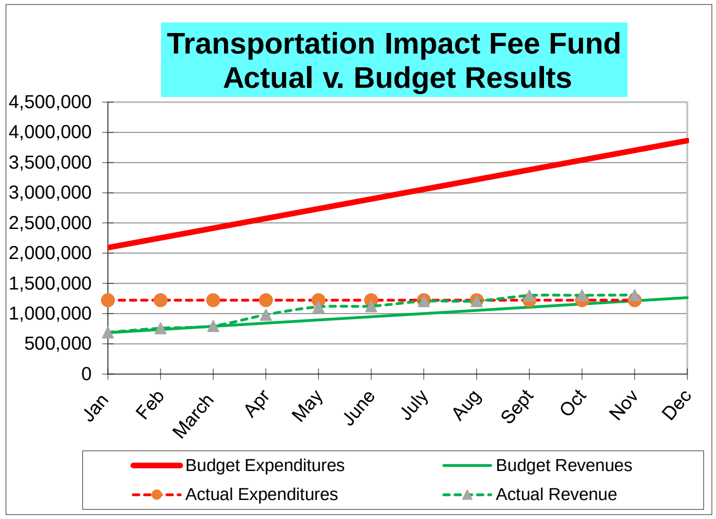


This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2022

TRANSPORTATION IMPACT FEE FUND

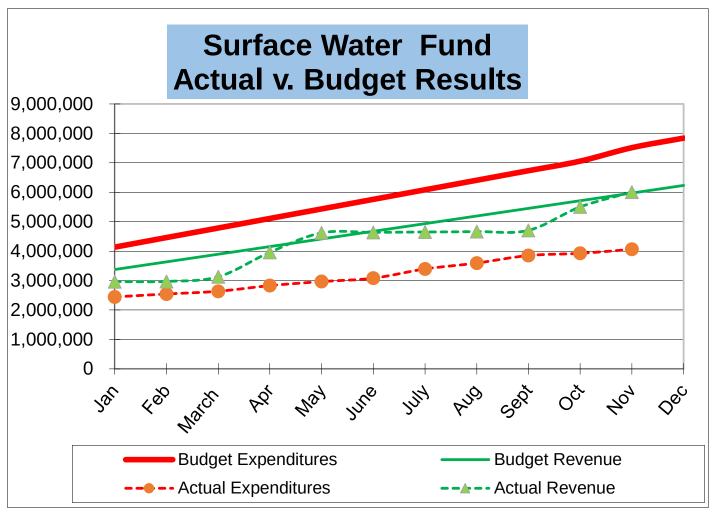
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,931,268	1,222,440	632,352	690,105
Jan	2,092,207	1,222,440	685,048	690,476
Feb	2,253,146	1,222,440	737,744	758,649
March	2,414,085	1,222,440	790,440	796,547
Apr	2,575,024	1,222,440	843,136	981,888
May	2,735,963	1,222,440	895,832	1,112,896
June	2,896,902	1,222,440	948,528	1,124,535
July	3,057,841	1,222,440	1,001,224	1,206,425
Aug	3,218,780	1,222,440	1,053,920	1,209,227
Sept	3,379,719	1,222,440	1,106,616	1,299,736
Oct	3,540,658	1,222,440	1,159,312	1,303,849
Nov	3,701,597	1,222,440	1,212,008	1,309,063
Dec	3,862,547		1,264,695	
2021-22	3,862,547		1,264,695	
Total Actual to Date vs Total Budget		32%		104%



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

SURFACE WATER MANAGEMENT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,811,740	2,314,112	3,116,172	2,958,871
Jan	4,136,330	2,444,737	3,375,853	2,965,041
Feb	4,460,920	2,544,319	3,635,534	2,971,877
March	4,785,510	2,636,895	3,895,215	3,128,738
Apr	5,110,100	2,828,697	4,154,896	3,960,684
May	5,434,690	2,966,068	4,414,577	4,620,664
June	5,759,280	3,080,746	4,674,258	4,636,433
July	6,083,870	3,394,904	4,933,939	4,650,587
Aug	6,408,460	3,594,948	5,193,620	4,664,568
Sept	6,733,050	3,851,183	5,453,301	4,705,647
Oct	7,057,640	3,925,326	5,712,982	5,503,149
Nov	7,515,230	4,061,754	5,972,663	6,005,807
Dec	7,839,812		6,232,337	
2021-22	7,839,812		6,232,337	
Total Actual to Date vs Total Budget		52%		96%



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
Cash and Investment Report
November 30, 2022

Fund	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	$4,478,324	$1,506,844	$947,161	5,038,007
Street	1,332,023	35,092	119,681	1,247,435
Transportation Capital	-5,057,287	142,136	505,037	(5,420,187)
Public Art	119,225	232	0	119,456
Park Impact Fee	1,112,775	2,162	0	1,114,937
Transportation Impact Fee	2,684,009	5,215	0	2,689,224
Swamp Creek Basin	773,053	1,502	0	774,555
Transportation Benefit District	444,606	29,792	0	474,398
ARPA Fiscal Recovery Fund	5,083,096	0	33,236	5,049,860
Sammamish Bridge Replacement	1,341,849	334,424	393,403	1,282,870
Walkways & Waterways Debt Service	815,901	161,979	0	977,881
Real Estate Excise Tax	6,136,970	195,280	0	6,332,250
Park Capital	-5,692,270	1,100,314	52,804	(4,644,760)
Walkways & Waterways Bond	6,273,946	19,415	0	6,293,360
Surface Water Management	4,171,325	502,659	136,429	4,537,555
Surface Water Capital	312,263	0	656,727	(344,465)
Public Works Shop Fund	2,393,832	0	40,068	2,353,764
Strategic Reserve	1,359,495	2,641	0	1,362,137
Strategic Opportunities	687,226	1,325	5,025	683,527
Equipment Replacement	687,651	1,336	0	688,987
Trust & Agency	807,704	358	225	807,836
Totals	$30,265,716	$4,042,707	$2,889,796	$31,418,627

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	$3,610,028	$1,428,118	5,038,147
Street	397,435	850,000	1,247,435
Transportation Capital	-5,420,187	0	(5,420,187)
Public Art	104,456	15,000	119,456
Park Impact Fee	184,937	930,000	1,114,937
Transportation Impact Fee	2,659,224	30,000	2,689,224
Swamp Creek Basin	-625,445	1,400,000	774,555
Transportation Benefit District	474,398	0	474,398
ARPA Fiscal Recovery Fund	5,049,859	0	5,049,859
Sammamish Bridge Replacement	1,282,870	0	1,282,870
Walkways & Waterways Debt Service	977,880	0	977,880
Real Estate Excise Tax	6,332,250	0	6,332,250
Park Capital	-4,644,760	0	(4,644,760)
Walkways & Waterways Bond	6,293,360	0	6,293,360
Surface Water Management	4,027,555	510,000	4,537,555
Surface Water Capital	-344,465	0	(344,465)
Public Works Shop Fund	2,353,764	0	2,353,764
Strategic Reserve	512,137	850,000	1,362,137
Strategic Opportunities	683,527	0	683,527
Equipment Replacement	238,986	450,000	688,986
Trust & Agency	707,836	100,000	807,836
Totals	$24,855,648	$6,563,118	$31,418,766

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
November 30, 2022

			Overall	0.55%
Average Yield to Maturity-Securities			Average Yield	2.53%

Time Value Investments	Investment #	Type	Purchase Date	Maturity Date	Rate	Yield	Principal or Balance	Yield Equivalents
	3135G05G4	FNMA	11/9/2020	7/10/2023	0.20%	0.20%	1,501,588.50	3,003.18
	3133EMHL9	FFCB	11/24/2020	11/30/2023	0.30%	0.30%	1,501,500.00	4,504.50
	3133EMMN9	FFCB	1/25/2021	1/11/2024	0.19%	0.19%	1,000,000.00	1,900.00
	3130AQTT0	FHLB	3/2/2022	2/28/2025	1.67%	1.67%	1,494,768.00	24,962.63
	9128286Z8	US TREAS	1/25/2021	6/30/2024	0.18%	0.18%	1,065,261.38	1,917.47
Total TVI Purchases							**6,563,117.88**	**36,287.77**

CD's								
								-
Total CD's							**0.00**	**0.00**

TOTAL ALL SECURITIES		**$ 6,563,117.88**	**$ 36,287.77**
Banner Checking and Savings	**0.02%**	**4,066,841.06**	813.37
Pacific Premier Savings	**3.03%**	**3,189,066.46**	96,469.26
LGIP - Primary Account	**3.76%**	**11,292,385.83**	424,887.31
LGIP - Bond Proceeds Account	**3.76%**	**6,307,354.79**	237,320.53
Total Accounts		**$ 31,418,766.02**	**795,778.24**

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City of Kenmore, Washington

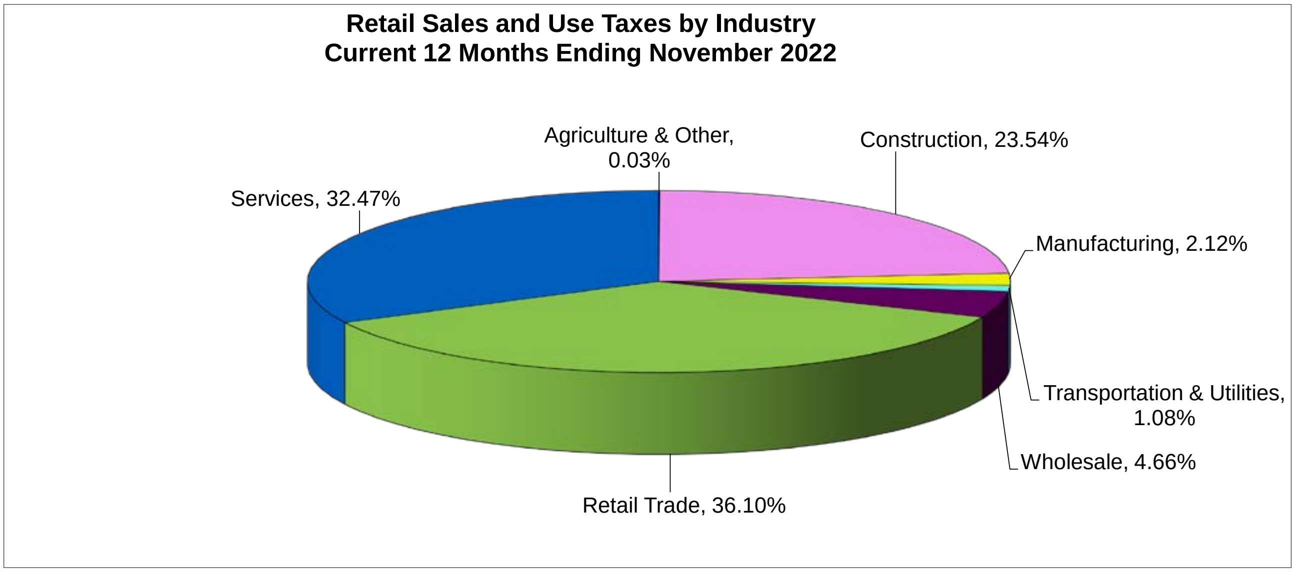
SALES TAX RECEIPTS BY BUSINESS TYPE

November 2022

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	191.12	0.00	191.12	0.1%
CONSTRUCTION	81,368.96	596.83	81,965.78	24.0%
MANUFACTURING	7,180.16	12.01	7,192.17	2.1%
TRANSPORTATION & UTILITIES	3,268.64	1,419.17	4,687.80	1.4%
WHOLESALE	12,142.14	49.92	12,192.06	3.6%
RETAIL TRADE	131,301.93	258.40	131,560.33	38.6%
SERVICES	82,917.88	986.59	83,904.47	24.6%
INFORMATION	11,929.28	124.34	12,053.62	3.5%
PUBLIC SERVICES	10.54	7,090.14	7,100.68	2.1%
	330,310.63	10,537.40	340,848.03	100.0%

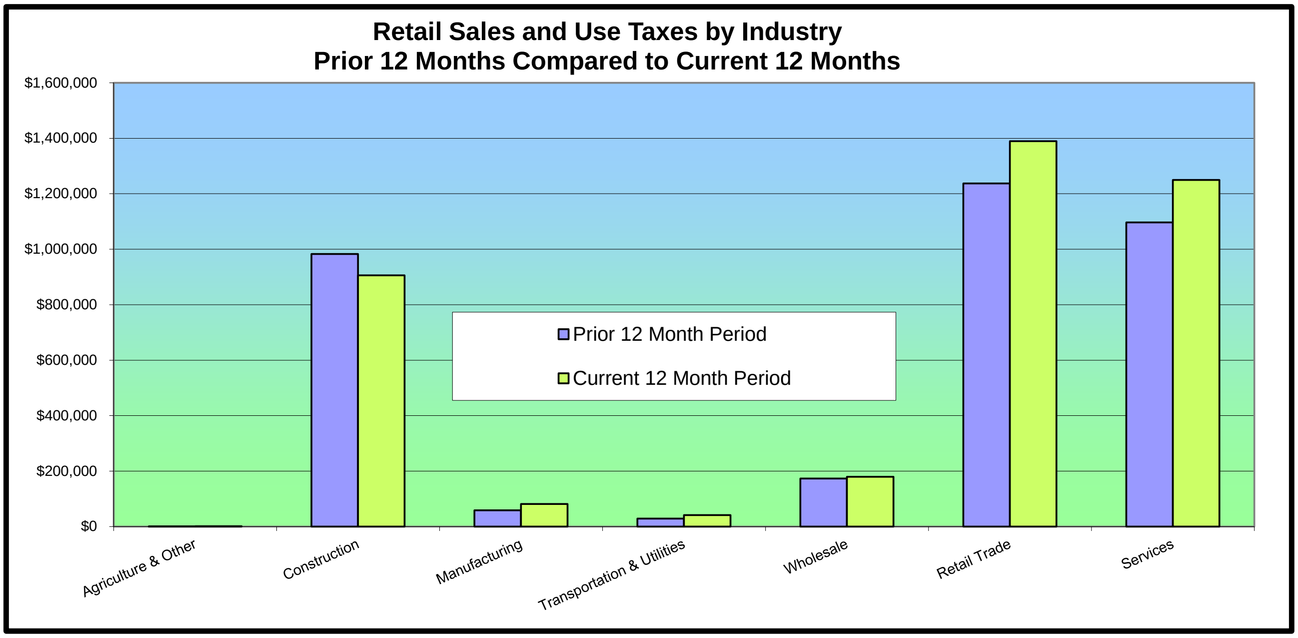
City of Kenmore, Washington
Retail Sales and Use Tax Distribution
November 30, 2022

Industry	Prior 12 Months ending November 2021	Current 12 Months ending November 2022	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	$935	$1,029	10.08%	0.03%
Construction	983,039	906,073	-7.83%	23.54%
Manufacturing (Printing, Publishing, Other Manuf.)	58,912	81,487	38.32%	2.12%
Transp/Comm/Utilities (Telecomm., Air Transport.)	28,724	41,593	44.80%	1.08%
Wholesale (Lumber, Other Wholesale)	173,151	179,244	3.52%	4.66%
Retail Trade (Eating, Merchandise, Food Stores)	1,237,033	1,389,327	12.31%	36.10%
Services (Auction, Recreation, Auto Repair, Financial)	1,096,466	1,249,535	13.96%	32.47%
Totals	$3,578,261	$3,848,288	7.55%	100%
Increase/(Decrease)		$270,027	7.55%	



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



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:
December 2022 Financial Report

For Council Meeting Agenda of: April 10, 2023

Department: Finance & Administration
Prepared by: Melinda Merrell, Director of Finance & Administration

	Initial & Date
Approved by Department Head:	MM 3/23/23
Approved by City Attorney:	N/A
Approved by Finance Director:	MM 3/23/23
Approved by City Manager:	RK 3/28/23

Proposed Council Action/Motion:
Receive & file:
December 2022 Financial Report
for the City of Kenmore Washington

Exhibits/Attachments:
December 2022 Financial Report
for the City of Kenmore, Washington

INFORMATION/BACKGROUND:

The December 2022 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2021-2022 adopted biennial budget. The budget was adopted on November 23, 2020.

FISCAL CONSIDERATION:
December 2022 is the 24th month of the 2021-2022, biennium budget period with 100% of the biennium elapsed.

General Fund:
The General Fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Activities within the General Fund include Public Safety, Public Works Engineering, Community Development, Development Services, Parks, Facility Maintenance, and administrative services such as City Manager, Legal, Finance, City Clerk and City Council.

Revenues:
As of December 31, 2022, biennium to date, revenues exceeded expenditures by $2.0 million. Revenues totaled $31.6 million while expenditures totaled $29.5 million. Revenues are trending at 99% of the amended budgeted revenues of $31.8 million. Major revenue sources in the General Fund include property taxes, sales taxes, utility taxes, franchise fees, building related fees and other.

Property tax which is the major revenue source for the City generated $10.8 million through December 31, 2022. This represents 99% of the biennium budget amount. The budget for the biennium for this revenue source is $10.9 million.

Sales Tax revenue generated $7.4 million through December 31, 2022 (24 months). This represents 110% of the amended biennium budget amount of $6.8 million.

Sales Tax revenues for the twelve months of 2022 were $3.9 million. This is 8% higher than the amount received in 2021 for the same period.

A review of the top 506 sales tax remitters accounting for 87% of total remittances in the month of December indicates that 22% of the total was generated from internet-based companies. In the retail category, approximately 45% of the revenue was from internet sales.

Utility Taxes totaled $2.1 million or 89% of the amount budgeted of $2.4 million.

Development fees & permits revenue was $2.7 million or 156% of the amount budgeted for the biennium ($1.7 million).

Expenditures:
Expenditures totaled $29.5 million which is 91% of the biennium budgeted amount of $32.4 million.

Fund Balance:
The ending fund balance for the General fund, as of December 31, 2022, was $4.8 million. This amount may change for any year-end entries that may be pending.

Street Fund:
As of December 31, 2022, the year-to-date revenues totaled $2.5 million or 67% of total budgeted revenues in the amount of $3.8 million. Expenditures for the same time totaled $3.1 million or 64% of total budget expenditures in the amount of $4.8 million. The ending cash balance in this fund as of December 31, 2022, was $1.1 million.

Surface Water Management Fund:
As of December 31, 2022, biennium to date revenues totaled $6.0 million or 97% of the amended budgeted amount ($6.2 million). Expenditures during the same time-period, totaled $4.4 million or 56% of the amended biennial budgeted amount of $7.8 million. Expenditures are lower during this time of the year as the transfer out (expense) to the Surface Water Management Capital Fund will be made at the end of the year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:
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.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short-term and long-range analysis that enhances vision and planning.

18120 68TH AVE. NE
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Melinda Merrell, Finance Director
DATE: March 6, 2023
RE: December 2022 Financial Reports for the City of Kenmore, Washington

December 2022 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

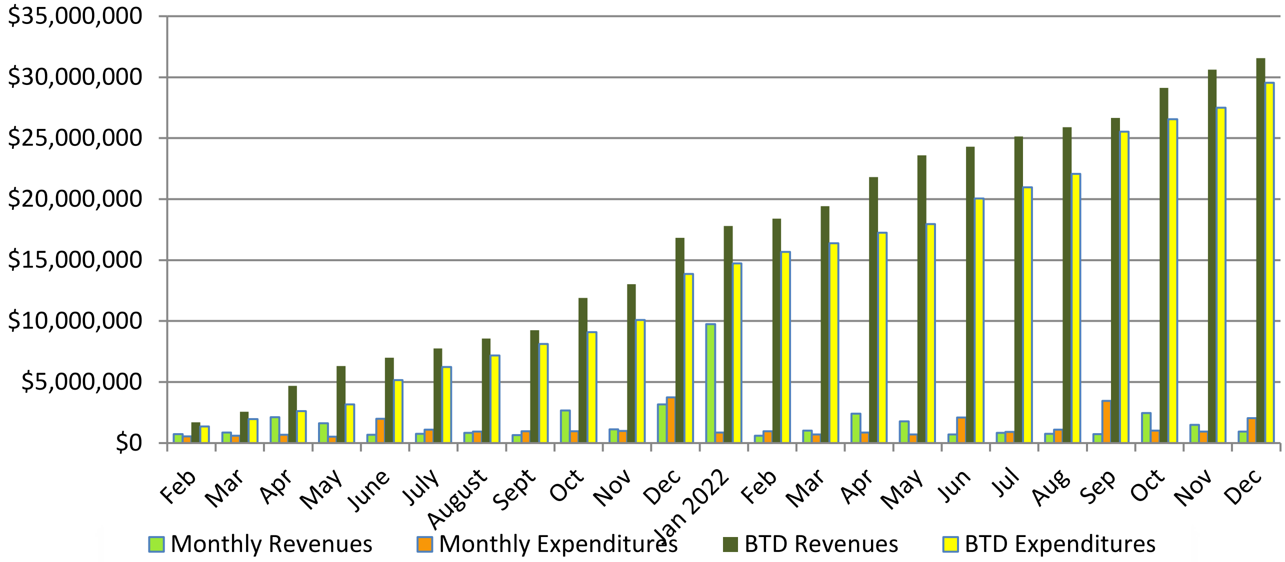
- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution

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

GENERAL FUND

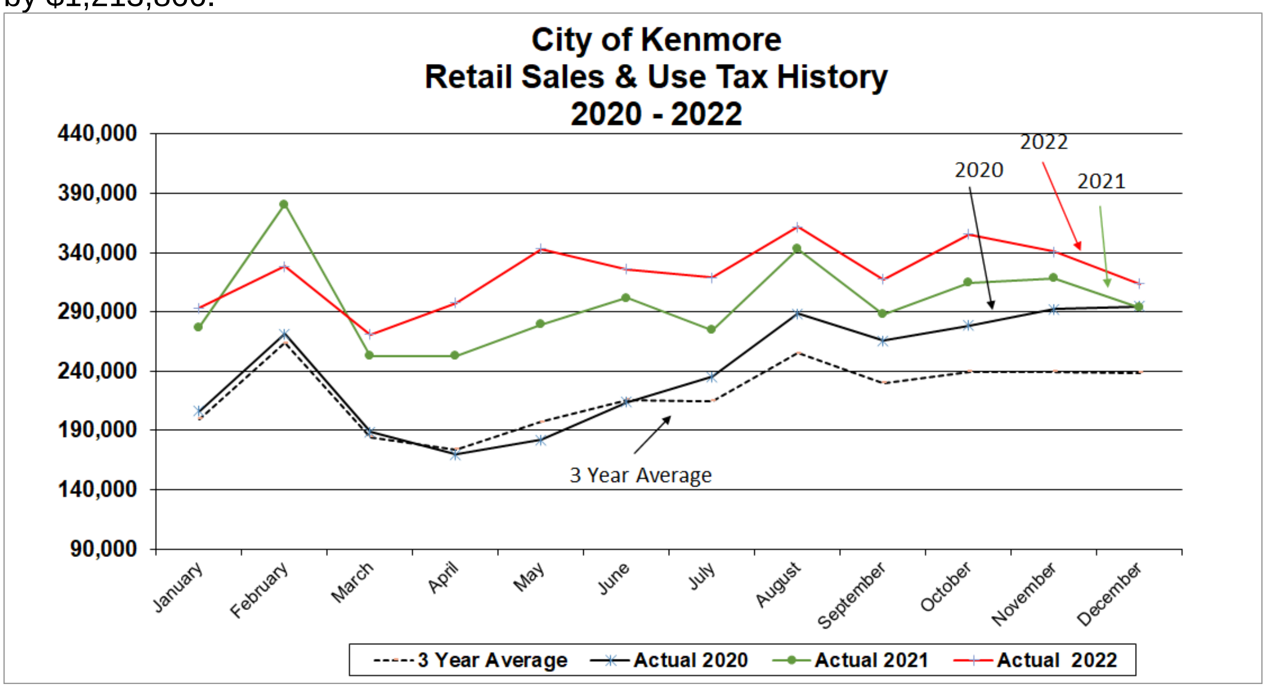
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, December is the twenty-fourth month (100%) of the 2021-2022 biennial budget period. For the month of December, expenditures exceeded revenues in the General Fund by $1,099,711. Biennium to date, revenues exceed expenditures by $2,024,048.

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through December 2022.



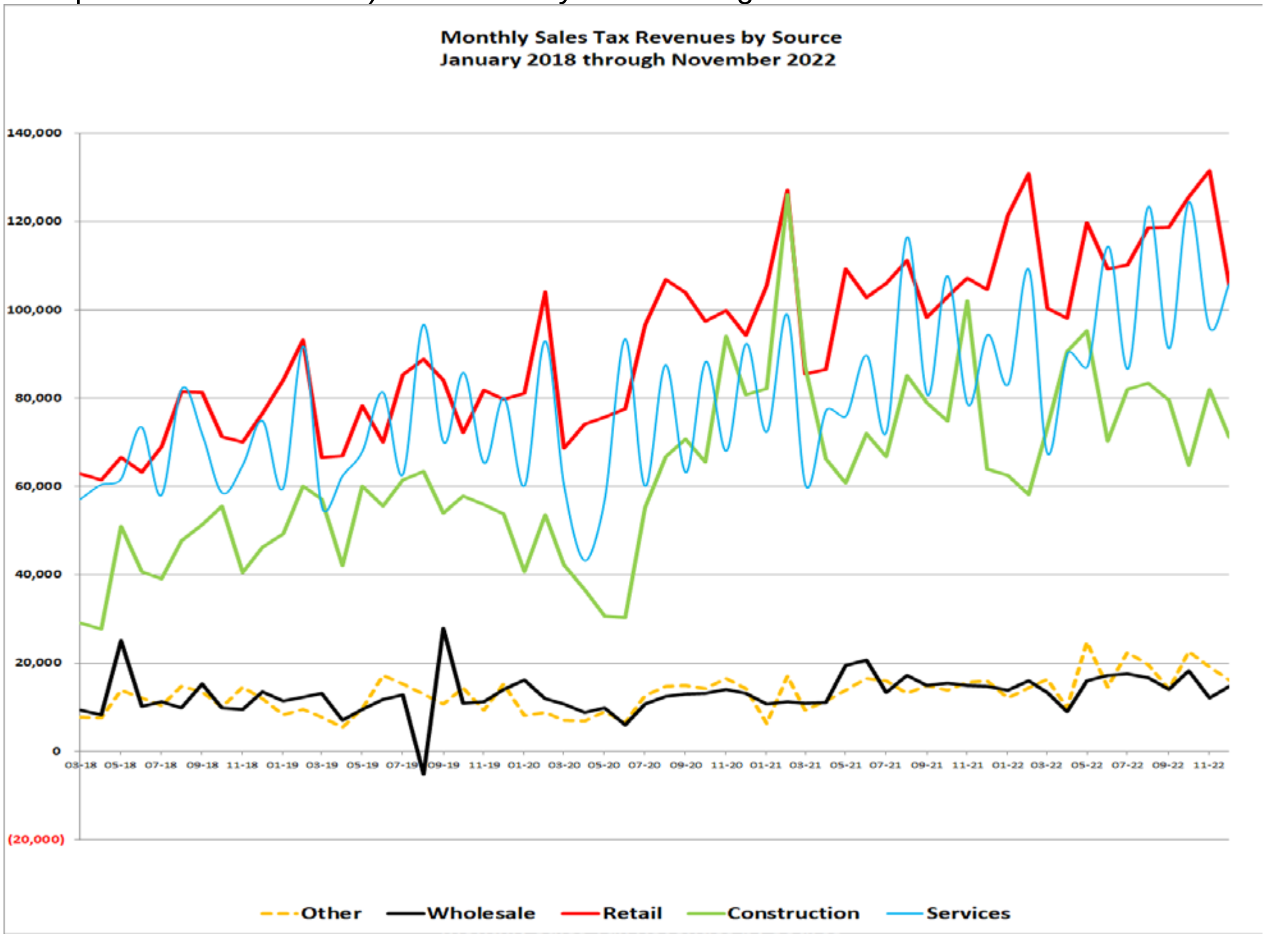
Total **revenues** for the month were **$945,372.** Biennium to date revenues are $31,558,420 which is 99% of the amended budgeted revenues of $31,839,770. Primary sources of revenue for the month included property taxes in the amount of $24,961, development fees & permits in the amount of $106,531, retail sales and use taxes in the amount of $313,538, intergovernmental & grants in the amount of $365,643, and utility taxes in the amount of $124,018.

A summary of sales tax revenues received in **December** is attached. These receipts are based on **October** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted 3 Year Average line is a monthly average of actual receipts during 2019, 2020, and 2021. The red line represents 2022 actual receipts, which are $291,041 above 2021 and ahead of the 3 Year Average by $1,213,866.



XII. D. Receive and file the December 2022 Monthly Financial Report.

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 2018 through December 2022.



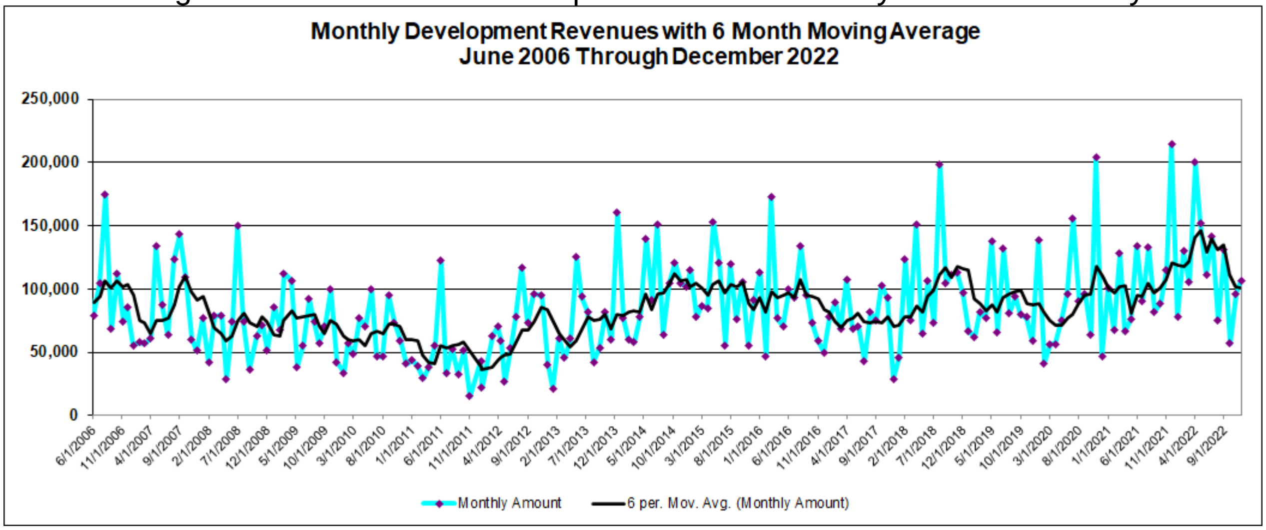
In December, the top 506 sales tax remitters, accounting for 87% or $273,594 of total remittances, were reviewed for internet sales activity.

Of the $273,594 of sales tax remitted by these companies in December, $59,484 (22% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sales tax in the major segments that include it:

	Total Sales Tax Remitted in December	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	$85,912	$38,238	45%
Information	9,669	3,163	33%
Services	86,191	17,042	20%
Wholesale	10,764	1,041	10%
Other	81,058	0	0%
	$273,594	$59,484	

XII. D. Receive and file the December 2022 Monthly Financial Report.

The following chart illustrates the development revenue activity over the last 15 years.



December 2022 expenditures were **$2,045,083.** Biennium to date expenditures were $29,534,373, which is 91% of the amended biennial budget expenditures of $32,379,582.

Total City cash, $21,299,590, and long-term investments, $6,563,118, at the end of December, totaled $27,862,708. Proposition 1 levy funds and ARPA Recovery Funds are included in this cash balance.

Total non-General Fund revenues were $1,429,629 and total non-General Fund expenditures were $3,809,739.

In the **Street Fund,** revenues from gas tax distributions were $28,842. $146,803 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund,** there were expenditures in the amount of $679,298 on pedestrian safety projects & street maintenance. The fund received $142,136 in grant reimbursements during the month.

The **Sammamish Bridge Replacement Fund** had $393,403 in expenditures during the month. The fund received $126,085 in bridge grant reimbursements during the month.

The **Park Impact Fee Fund** received $34,845 in revenues during the month.

There were $73,505 in revenues for the **Transportation Impact Fee Fund** during the month.

The **Real Estate Excise Tax Fund** received $103,384 of real estate excise taxes (REET) in December from sales activity that occurred in November. Twenty-seven (27) transactions were reported during the month. The 2022 year to date revenue is lower than the 2021 revenue by $618,872.

The **Park Capital Fund** had $1,151,338 in Park improvement expenditures during the month. The fund received $270,570 in grant reimbursements during the month.

The **Walkways & Waterways Debt Service Fund** collected $4,408 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of $1,822,083.

The **Transportation Benefit District Fund** received $25,997 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **December 31, 2022.** 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
December 31, 2022

	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH December 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022	MONTH December 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	AMENDED BIENNIUM BUDGET 2019-2020
REVENUES								
Beginning Fund Balance		**2,748,005**		**2,748,005**		**4,934,368**		**4,934,368**
Property Taxes	24,961	10,781,576	99.2%	10,865,654	27,627	10,329,993	101.0%	10,224,205
Sales and Use Taxes	313,538	7,445,252	110.2%	6,754,280	354,124	7,054,781	113.6%	6,212,000
Utility Taxes	124,018	2,144,280	89.4%	2,399,290	130,639	2,028,321	82.2%	2,466,355
Other Taxes	98	226,562	124.3%	182,200	11,269	241,640	132.9%	181,868
Development Fees & Permits	106,531	2,680,923	155.9%	1,720,003	46,884	2,138,032	115.3%	1,854,042
Franchise Fees	0	1,715,386	98.2%	1,746,569	0	1,719,915	93.9%	1,831,835
Intergovernmental and Grants	365,643	3,151,987	108.6%	2,902,594	52,642	2,234,886	104.3%	2,142,292
Investment Interest	9,262	69,947	106.0%	66,000	-47,358	129,680	136.1%	95,300
Fines and Forfeitures	0	2,341	0.0%	0	0	5,102	0.0%	0
Transfers and Other Revenues	1,322	3,340,165	64.2%	5,203,180	955,276	2,264,954	105.1%	2,155,352
Total Revenues	945,372	31,558,420	99.1%	31,839,770	1,531,101	28,147,303	103.6%	27,163,249

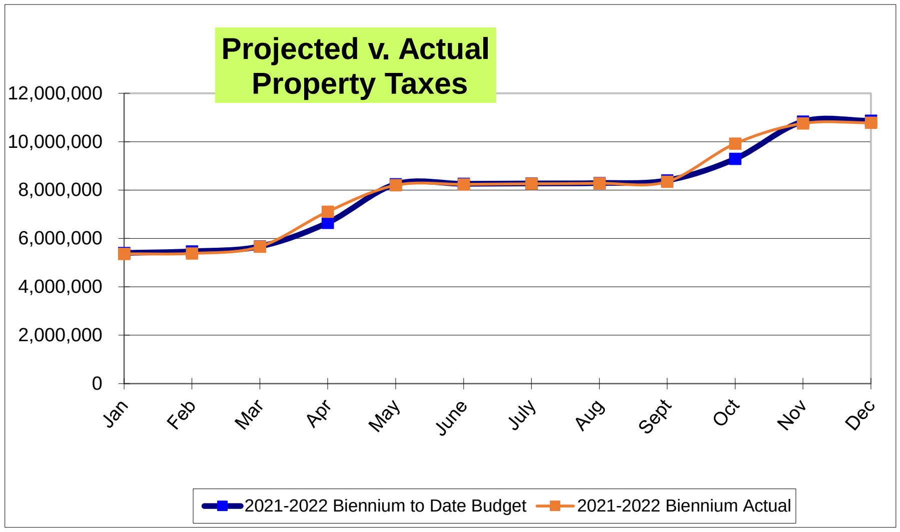
City of Kenmore, Washington
General Fund Summary Report
December 31, 2022

	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH December 2022	BIENNIUM TO DATE 2021-2022	% of BUDGET	AMENDED BIENNIUM BUDGET 2021-2022	MONTH December 2020	BIENNIUM TO DATE 2019-2020	% of BUDGET	AMENDED BIENNIUM BUDGET 2019-2020
EXPENDITURES								
Cost Center								
City Council	21,531	349,574	105.1%	332,711	13,129	335,265	99.7%	336,208
City Manager	439,341	3,496,028	112.0%	3,121,846	262,554	3,544,981	111.8%	3,170,520
City Clerk	104,613	1,023,382	109.2%	937,052	482,225	1,166,115	126.8%	919,466
Finance	84,358	2,115,240	95.6%	2,212,820	94,414	1,967,929	102.2%	1,925,756
Human Resources	37,257	329,399	0.0%	319,432		0	0.0%	0
Legal	107,740	1,058,660	187.4%	565,000	75,162	675,007	103.1%	654,782
Interfund Transfers/Non Department	0	4,459,090	65.3%	6,830,617	2,919,955	5,526,484	171.3%	3,226,484
Public Safety	710,024	7,822,612	85.5%	9,152,371	651,734	8,618,290	96.1%	8,967,044
Engineering & Environmental Services	142,036	1,649,290	97.6%	1,689,574	70,783	1,280,366	82.3%	1,555,790
Community Development	88,787	1,701,025	100.3%	1,695,828	75,267	1,527,612	96.6%	1,580,826
Developmental Services	127,990	2,716,584	95.5%	2,845,428	183,806	2,550,467	136.1%	1,874,061
Parks & Facility Maintenance	181,404	2,813,488	105.1%	2,676,904	156,048	3,076,749	94.7%	3,247,606
Total Expenditures	2,045,083	29,534,373	91.2%	32,379,582	5,049,476	30,333,666	106.3%	28,543,158
Revenues over Expenditures	(1,099,711)	2,024,048		(539,812)	(3,518,375)	(2,186,362)		(1,379,909)
Ending Fund Balance		**4,772,053**		**2,208,193**		**2,748,006**		**3,554,460**

City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2022

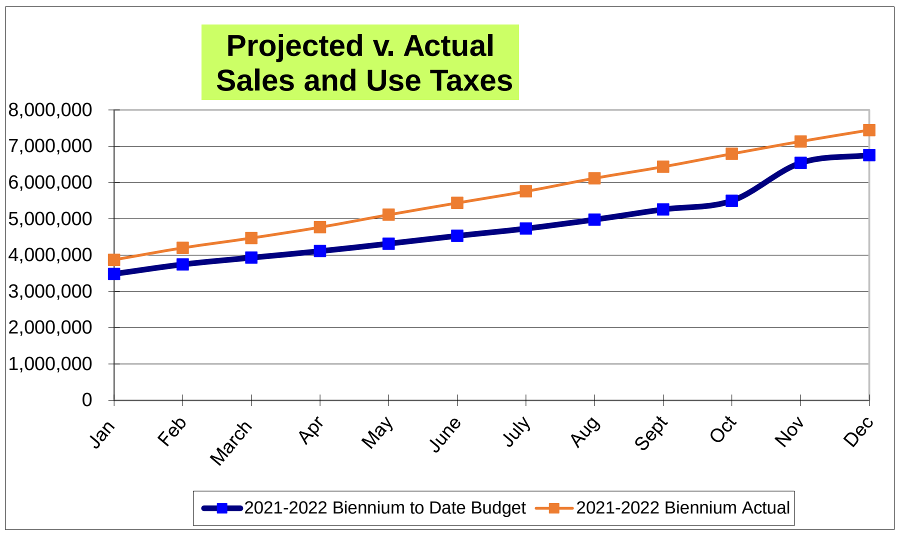
PROPERTY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	5,383,410	5,347,981
Jan	5,401,023	5,365,476
Feb	5,468,860	5,381,481
Mar	5,670,301	5,661,041
Apr	6,652,450	7,109,637
May	8,244,136	8,200,961
June	8,259,460	8,236,543
July	8,274,655	8,260,399
Aug	8,290,802	8,280,645
Sept	8,401,090	8,349,842
Oct	9,291,005	9,919,973
Nov	10,834,497	10,756,615
Dec	10,865,654	10,781,576
2021-22	10,865,654	
Year To Date		
Actual v. Projected		99%



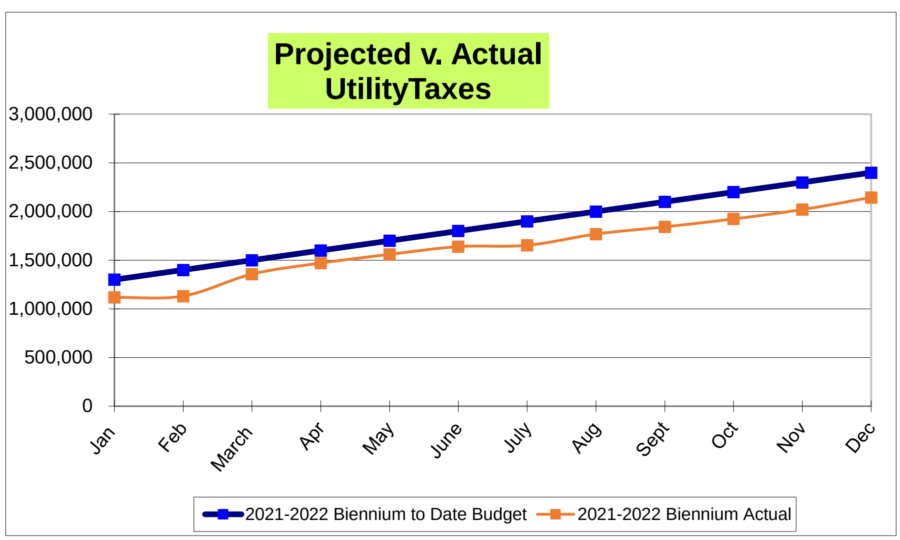
SALES & USE TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	3,300,000	3,577,108
Jan	3,481,493	3,870,242
Feb	3,742,900	4,198,660
March	3,928,951	4,469,848
Apr	4,108,559	4,767,637
May	4,315,086	5,110,898
June	4,530,232	5,436,740
July	4,730,589	5,755,733
Aug	4,978,663	6,117,536
Sept	5,258,728	6,435,200
Oct	5,497,740	6,790,868
Nov	6,539,531	7,131,716
Dec	6,754,280	7,445,254
2021-22	6,754,280	
Year To Date		
Actual v. Projected		110%



UTILITY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,199,640	933,662
Jan	1,299,611	1,117,517
Feb	1,399,582	1,131,117
March	1,499,553	1,356,930
Apr	1,599,523	1,470,394
May	1,699,494	1,559,515
June	1,799,465	1,639,261
July	1,899,436	1,652,680
Aug	1,999,407	1,768,400
Sept	2,099,378	1,842,194
Oct	2,199,348	1,923,527
Nov	2,299,319	2,020,262
Dec	2,399,290	2,144,280
2021-22	2,399,290	
Year To Date		
Actual v. Projected		89%



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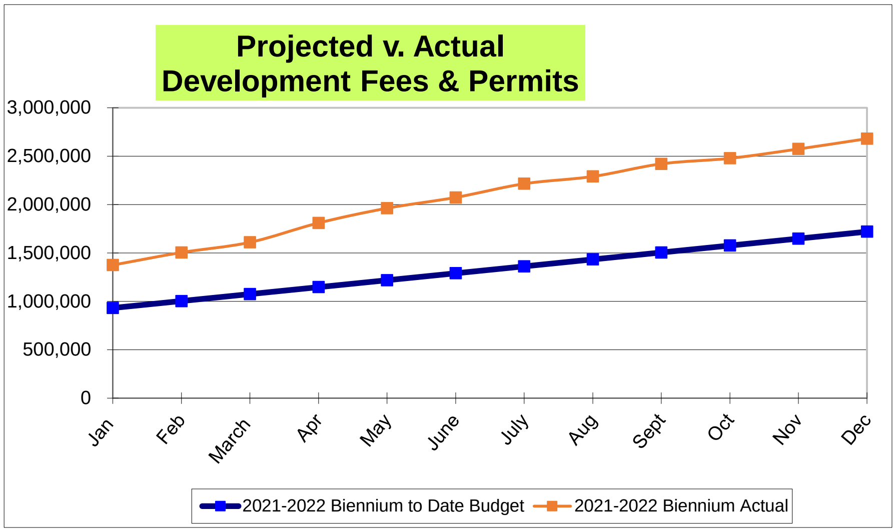
City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2022

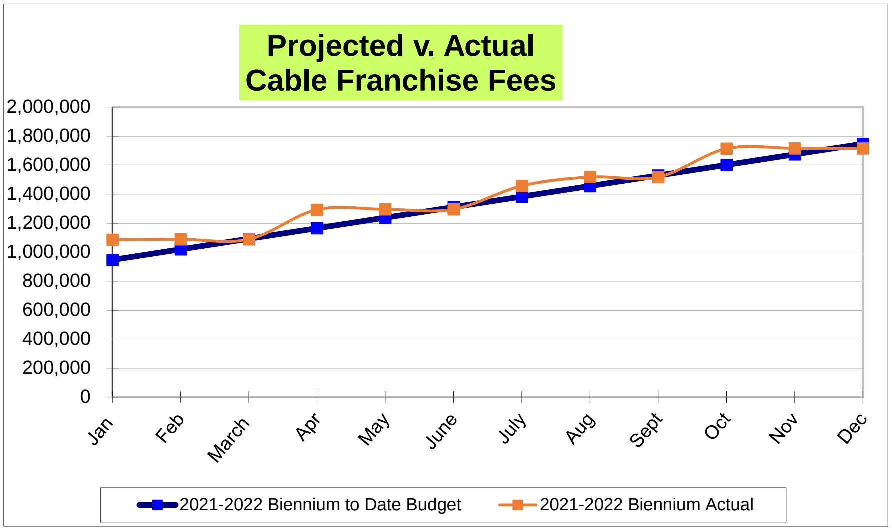
DEVELOPMENT FEES & PERMITS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	860,004	1,297,301
Jan	931,671	1,375,004
Feb	1,003,337	1,504,765
March	1,075,004	1,609,951
Apr	1,146,670	1,809,930
May	1,218,337	1,962,323
June	1,290,004	2,073,729
July	1,361,670	2,215,243
Aug	1,433,337	2,290,074
Sept	1,505,003	2,420,861
Oct	1,576,670	2,477,969
Nov	1,648,336	2,574,392
Dec	1,720,003	2,680,923
'2021-22	1,720,003	
Year To Date		
Actual v. Projected		156%



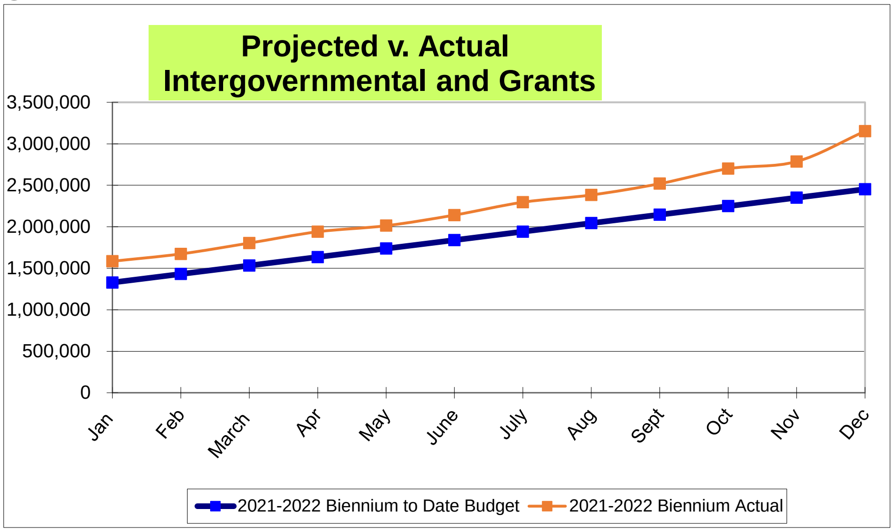
CABLE/WATER/SEWER FRANCHISE FEES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	873,288	848,118
Jan	946,061	1,085,513
Feb	1,018,835	1,088,169
March	1,091,608	1,088,169
Apr	1,164,382	1,292,413
May	1,237,155	1,295,037
June	1,309,929	1,295,037
July	1,382,702	1,456,622
Aug	1,455,475	1,517,719
Sept	1,528,249	1,517,719
Oct	1,601,022	1,713,100
Nov	1,673,796	1,715,386
Dec	1,746,569	1,715,386
'2021-22	1,746,569	
Year To Date		
Actual v. Projected		98%



INTERGOVERNMENTAL & GRANTS

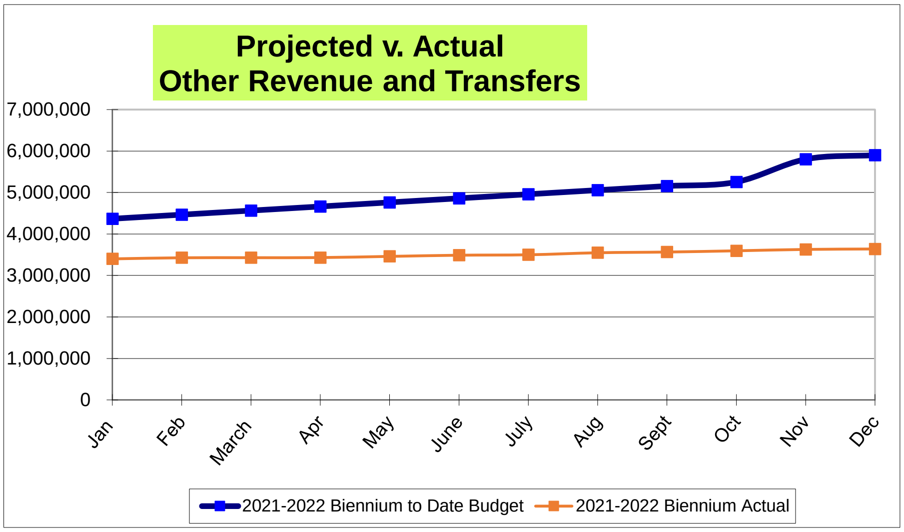
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,226,292	1,433,882
Jan	1,328,484	1,584,645
Feb	1,430,676	1,672,962
March	1,532,868	1,803,507
Apr	1,635,059	1,940,022
May	1,737,251	2,012,887
June	1,839,443	2,141,112
July	1,941,635	2,295,990
Aug	2,043,827	2,383,288
Sept	2,146,019	2,519,437
Oct	2,248,210	2,699,960
Nov	2,350,402	2,786,345
Dec	2,452,594	3,151,988
'2021-22	2,452,594	
Year To Date		
Actual v. Projected		129%



City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2022

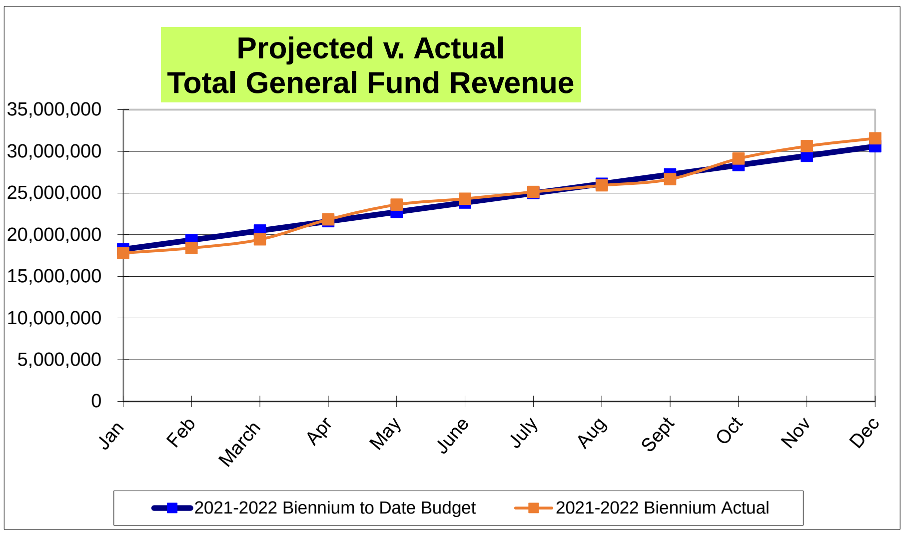
OTHER REVENUES AND TRANSFERS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,269,442	3,385,984
Jan	4,367,937	3,400,357
Feb	4,466,432	3,427,124
March	4,564,927	3,429,241
Apr	4,663,421	3,431,875
May	4,761,916	3,460,320
June	4,860,411	3,488,661
July	4,958,906	3,499,238
Aug	5,057,401	3,547,845
Sept	5,155,896	3,565,352
Oct	5,254,390	3,595,202
Nov	5,802,885	3,628,331
Dec	5,901,380	3,639,012
'2021-22	5,901,380	
Year To Date		
Actual v. Projected		62%



TOTAL GENERAL FUND REVENUE

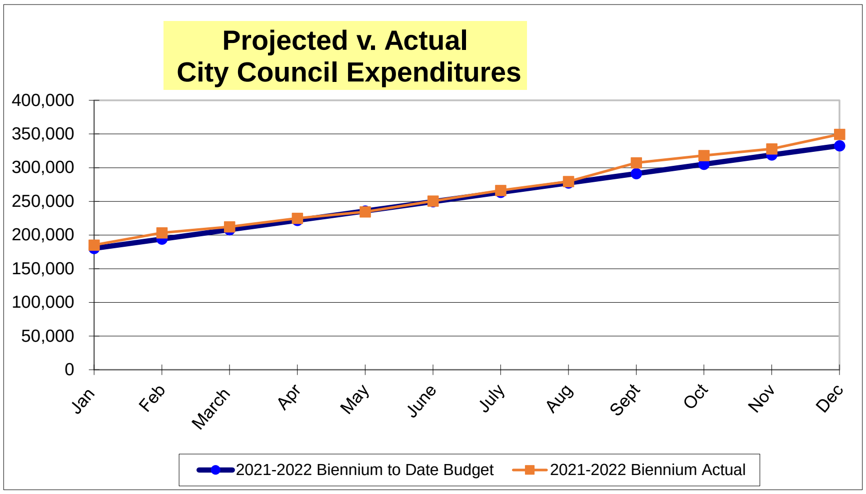
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	17,112,076	16,824,033
Jan	18,235,217	17,798,754
Feb	19,358,358	18,404,278
March	20,481,500	19,418,687
Apr	21,604,641	21,821,909
May	22,727,782	23,601,942
June	23,850,923	24,311,083
July	24,974,064	25,135,905
Aug	26,097,205	25,905,508
Sept	27,220,347	26,650,604
Oct	28,343,488	29,120,600
Nov	29,466,629	30,613,048
Dec	30,589,770	31,558,420
'2021-22	31,839,770	
Year To Date		
Actual v. Projected		103%



City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2022

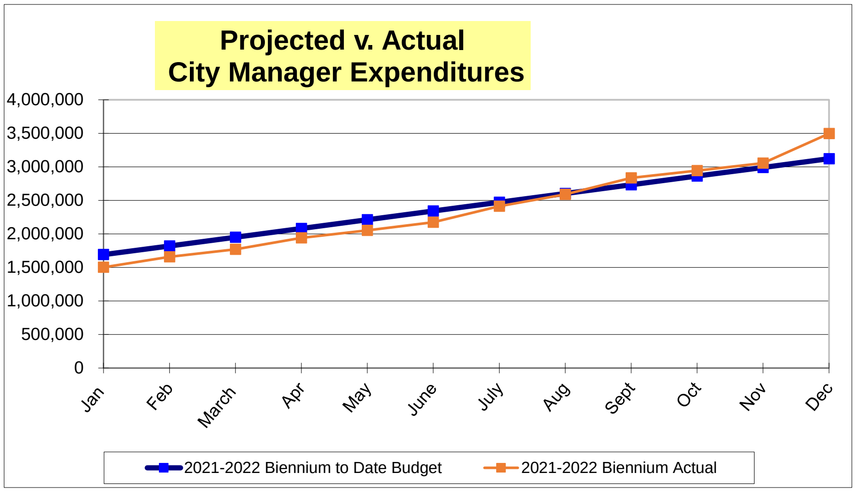
CITY COUNCIL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	166,356	141,202
Jan	180,219	185,182
Feb	194,082	203,467
March	207,945	212,391
Apr	221,808	224,965
May	235,671	234,504
June	249,534	250,518
July	263,396	266,142
Aug	277,259	279,563
Sept	291,122	307,304
Oct	304,985	318,101
Nov	318,848	328,043
Dec	332,711	349,574
2021-22	332,711	
Year To Date		
Actual v. Projected		105%



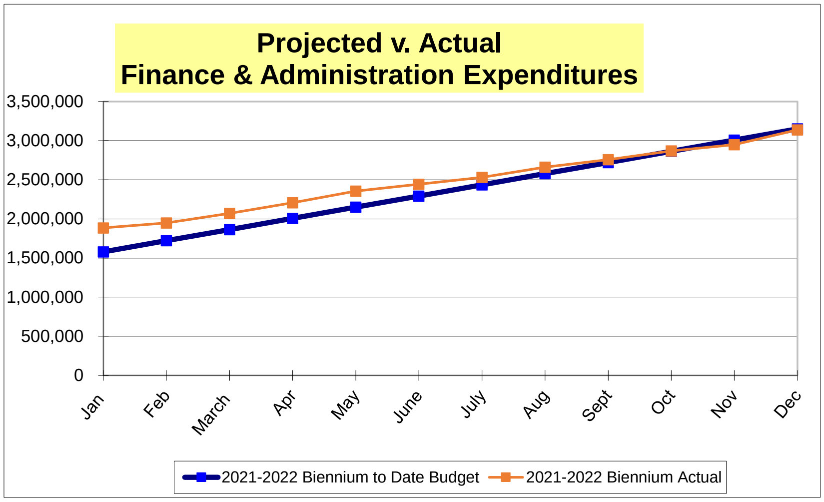
CITY MANAGER

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,560,924	1,405,465
Jan	1,691,001	1,501,723
Feb	1,821,078	1,658,675
March	1,951,155	1,771,082
Apr	2,081,231	1,941,316
May	2,211,308	2,052,733
June	2,341,385	2,173,994
July	2,471,462	2,413,970
Aug	2,601,539	2,590,065
Sept	2,731,616	2,834,006
Oct	2,861,692	2,943,722
Nov	2,991,769	3,056,687
Dec	3,121,846	3,496,028
2021-22	3,121,846	
Year To Date		
Actual v. Projected		112%



FINANCE & ADMINISTRATION

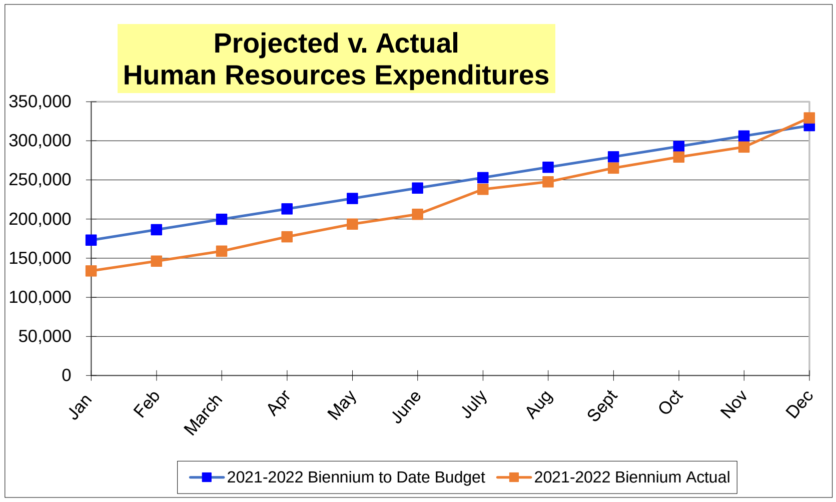
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,436,124	1,466,725
Jan	1,578,936	1,885,672
Feb	1,721,749	1,949,745
March	1,864,561	2,069,996
Apr	2,007,373	2,205,757
May	2,150,185	2,355,440
June	2,292,998	2,443,231
July	2,435,810	2,531,864
Aug	2,578,622	2,660,696
Sept	2,721,434	2,758,338
Oct	2,864,247	2,867,974
Nov	3,007,059	2,949,650
Dec	3,149,871	3,138,622
2021-22	3,149,871	
Year To Date		
Actual v. Projected		100%



City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2022

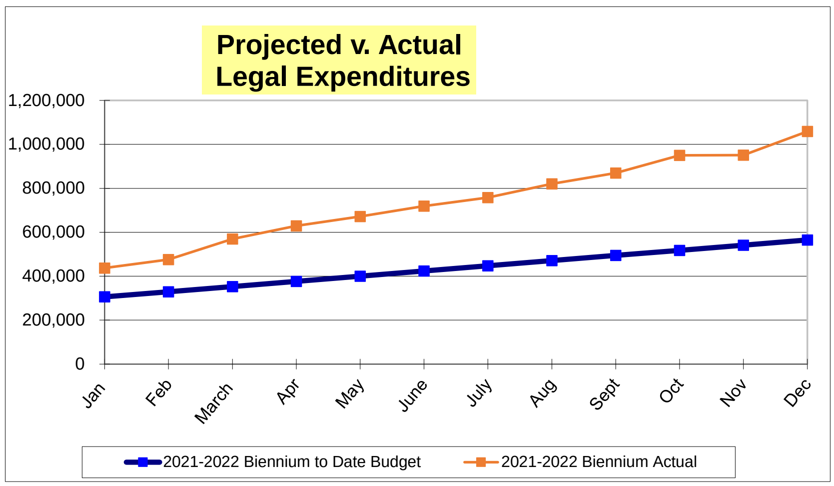
HUMAN RESOURCES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	159,720	121,298
Jan	173,029	133,802
Feb	186,339	146,326
March	199,648	159,020
Apr	212,957	177,441
May	226,267	193,603
June	239,576	206,236
July	252,885	238,150
Aug	266,195	247,635
Sept	279,504	265,304
Oct	292,813	279,312
Nov	306,123	292,141
Dec	319,432	329,399
2021-22	319,432	
Year To Date		
Actual v. Projected		103%



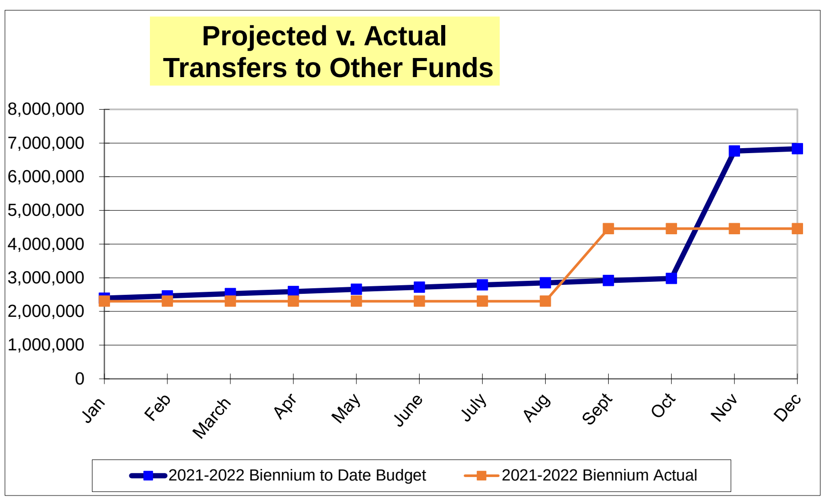
LEGAL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	282,504	437,313
Jan	306,045	437,313
Feb	329,587	475,661
March	353,128	569,513
Apr	376,669	629,027
May	400,211	672,191
June	423,752	718,925
July	447,293	758,039
Aug	470,835	820,079
Sept	494,376	869,175
Oct	517,917	949,879
Nov	541,459	950,920
Dec	565,000	1,058,661
2021-22	565,000	
Year To Date		
Actual v. Projected		187%



TRANSFERS TO OTHER FUNDS

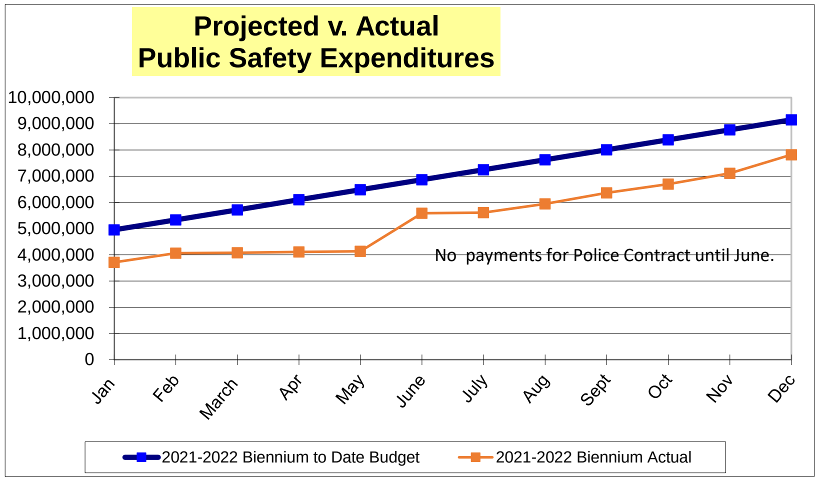
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	2,330,312	2,303,405
Jan	2,395,337	2,303,405
Feb	2,460,363	2,303,405
March	2,525,388	2,303,405
Apr	2,590,414	2,303,405
May	2,655,439	2,303,405
June	2,720,465	2,303,405
July	2,785,490	2,303,405
Aug	2,850,515	2,303,405
Sept	2,915,541	4,459,090
Oct	2,980,566	4,459,090
Nov	6,765,592	4,459,090
Dec	6,830,617	4,459,090
2021-22	6,830,617	
Year To Date		
Actual v. Projected		65%



City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2022

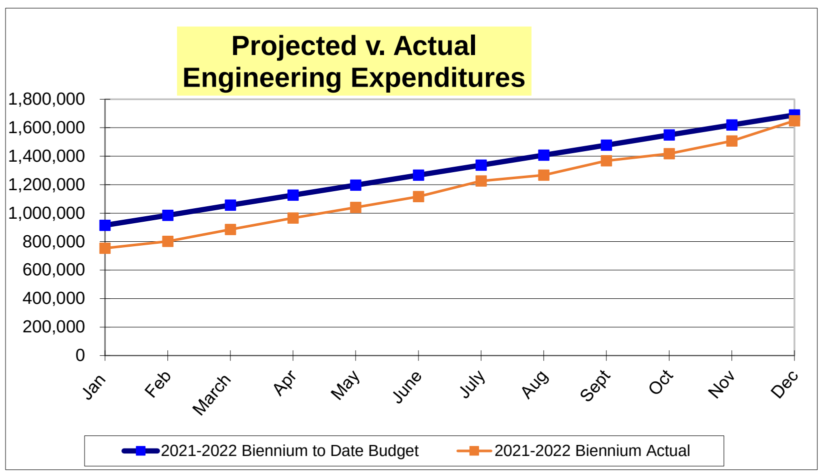
PUBLIC SAFETY

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	4,576,188	3,716,797
Jan	4,957,537	3,716,847
Feb	5,338,885	4,062,529
March	5,720,234	4,081,910
Apr	6,101,582	4,116,629
May	6,482,931	4,141,525
June	6,864,280	5,586,432
July	7,245,628	5,609,870
Aug	7,626,977	5,945,240
Sept	8,008,325	6,368,240
Oct	8,389,674	6,699,163
Nov	8,771,022	7,112,588
Dec	9,152,371	7,822,612
2021-22	9,152,371	
Year To Date		
Actual v. Projected		85%



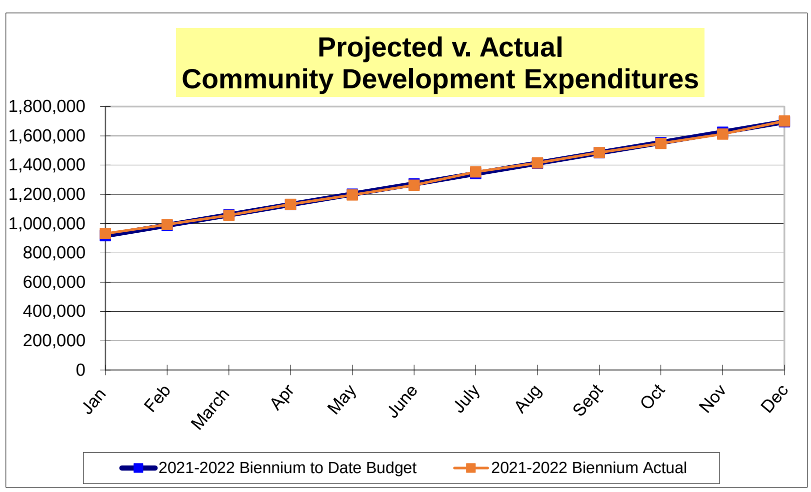
ENGINEERING

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	844,788	701,750
Jan	915,187	754,024
Feb	985,586	802,031
March	1,055,985	884,917
Apr	1,126,383	966,480
May	1,196,782	1,041,010
June	1,267,181	1,116,924
July	1,337,580	1,225,519
Aug	1,407,979	1,267,470
Sept	1,478,378	1,368,410
Oct	1,548,776	1,417,274
Nov	1,619,175	1,507,253
Dec	1,689,574	1,649,289
2021-22	1,689,574	
Year To Date		
Actual v. Projected		98%



COMMUNITY DEVELOPMENT

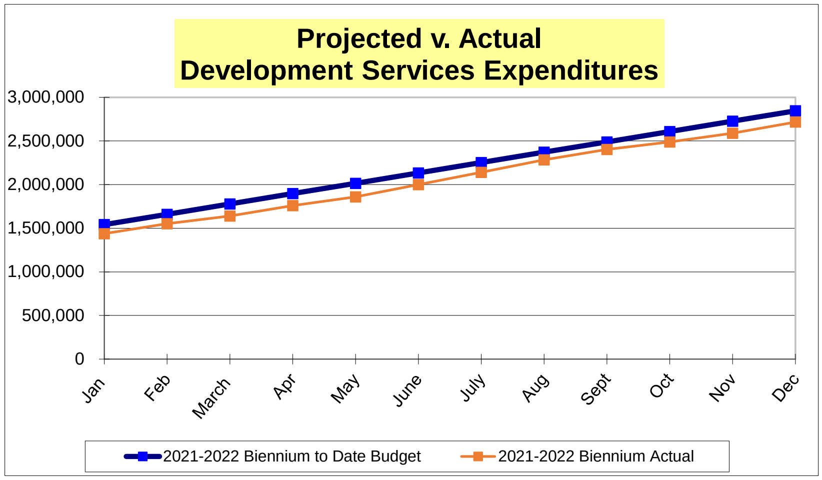
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	847,908	869,569
Jan	918,568	931,860
Feb	989,228	994,326
March	1,059,888	1,056,562
Apr	1,130,548	1,131,778
May	1,201,208	1,196,383
June	1,271,868	1,262,679
July	1,342,528	1,353,562
Aug	1,413,188	1,414,869
Sept	1,483,848	1,485,220
Oct	1,554,508	1,549,027
Nov	1,625,168	1,612,238
Dec	1,695,828	1,701,025
2021-22	1,695,828	
Year To Date		
Actual v. Projected		100%



City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2022

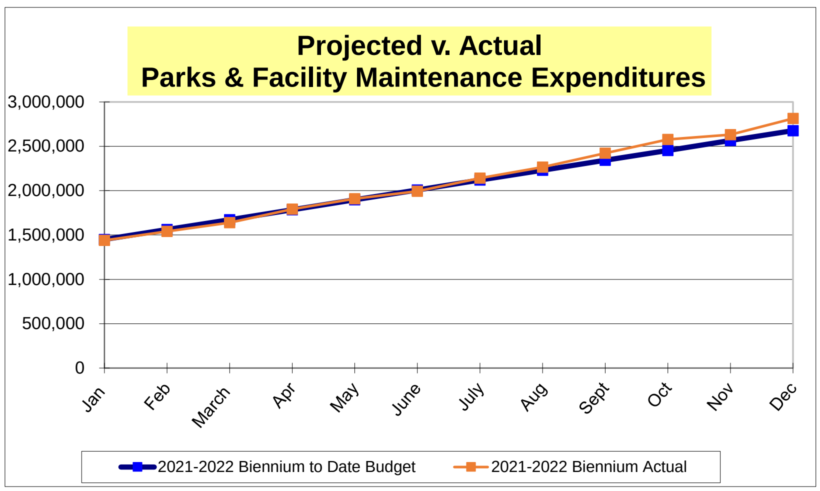
DEVELOPMENT SERVICES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,422,708	1,297,449
Jan	1,541,268	1,437,972
Feb	1,659,828	1,551,087
March	1,778,388	1,639,536
Apr	1,896,948	1,760,198
May	2,015,508	1,859,989
June	2,134,068	2,000,509
July	2,252,628	2,140,996
Aug	2,371,188	2,284,524
Sept	2,489,748	2,402,221
Oct	2,608,308	2,489,268
Nov	2,726,868	2,588,595
Dec	2,845,428	2,716,585
2021-22	2,845,428	
Year To Date		
Actual v. Projected		95%



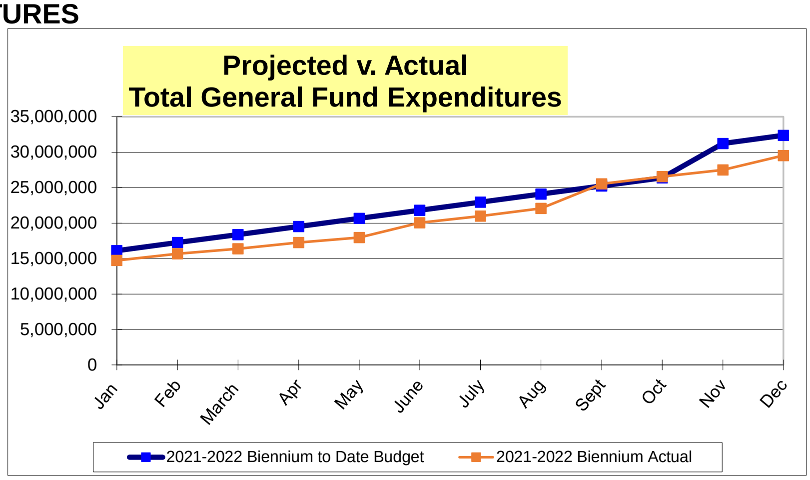
PARKS & FACILITY MAINTENANCE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	1,338,456	1,392,427
Jan	1,449,993	1,439,239
Feb	1,561,531	1,540,936
March	1,673,068	1,638,478
Apr	1,784,605	1,792,556
May	1,896,143	1,908,215
June	2,007,680	1,993,504
July	2,119,217	2,141,403
Aug	2,230,755	2,266,322
Sept	2,342,292	2,421,968
Oct	2,453,829	2,577,520
Nov	2,565,367	2,632,084
Dec	2,676,904	2,813,488
2021-22	2,676,904	
Year To Date		
Actual v. Projected		105%



TOTAL GENERAL FUND EXPENDITURES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
2021	14,965,988	13,853,401
Jan	16,107,121	14,727,038
Feb	17,248,254	15,688,188
March	18,389,387	16,386,810
Apr	19,530,519	17,249,552
May	20,671,652	17,958,998
June	21,812,785	20,056,357
July	22,953,918	20,982,921
Aug	24,095,051	22,079,869
Sept	25,236,184	25,539,278
Oct	26,377,316	26,550,328
Nov	31,238,449	27,489,289
Dec	32,379,582	29,534,372
2021-22	32,379,582	
Year To Date		
Actual v. Projected		91%



City of Kenmore, Washington
Street Fund Summary Report
December 31, 2022

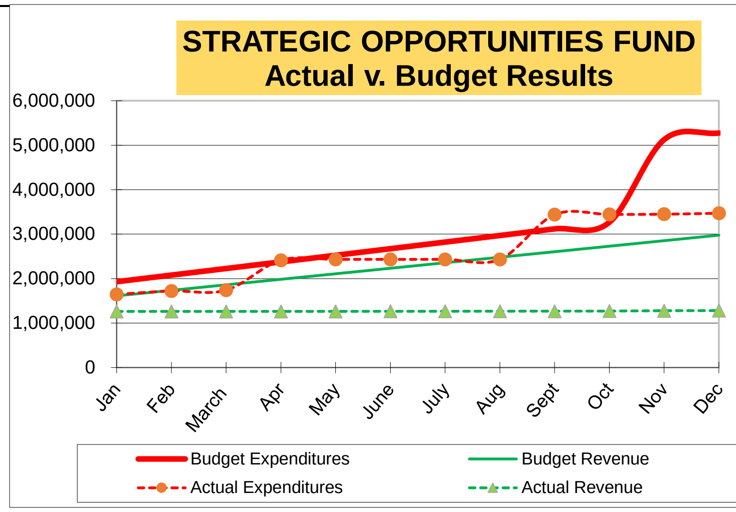
	MONTH December 2022	2021 - 2022 BIENNIUM TO DATE 2021-2022	% of BUDGET	BUDGET 2021-2022
REVENUES				
Beginning Fund Balance		**1,605,323**		**1,311,996**
Fuel Tax	28,842	850,953	90.7%	938,058
Investment Interest	2,407	21,588	696.4%	3,100
Miscellaneous	0	26,554	372.4%	7,131
ROW Permit Fees/Inspections	25,220	302,743	103.2%	293,460
Multimodal Transportation	7,917	63,224	100.1%	63,160
MVA Transpo City	6,928	48,439	0.0%	0
Transfer from General Fund	0	753,405	48.3%	1,560,617
Transfer from REET	0	100,000	50.0%	200,000
Transfer from TBD	0	350,000	50.0%	700,000
Total Revenues	71,314	2,516,906	66.8%	3,765,526

	MONTH December 2022	2021 - 2022 BIENNIUM TO DATE 2021-2022	% of BUDGET	BUDGET 2021-2022
EXPENDITURES				
Salary and Benefits	94,800	1,393,056	102.8%	1,355,214
Maintenance & Operations	146,803	1,584,619	47.6%	3,327,953
Capital	12,406	81,145	81.1%	100,000
Total Expenditures	254,009	3,058,820	63.9%	4,783,167
Revenues over Expenditures	(182,694)	(541,914)		(1,017,641)
Ending Fund Balance		**1,063,409**		**294,355**

City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2022

STRATEGIC OPPORTUNITIES FUND

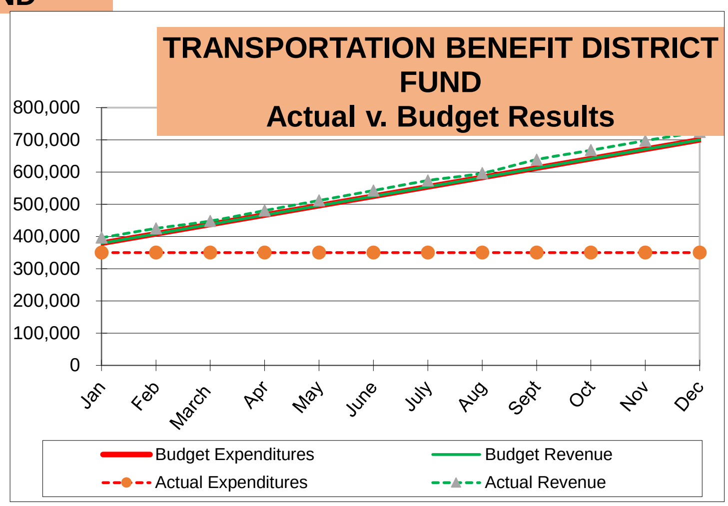
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,781,748	1,645,707	1,488,360	1,262,308
Jan	1,930,228	1,645,707	1,612,390	1,262,699
Feb	2,078,707	1,722,451	1,736,420	1,262,808
March	2,227,187	1,739,571	1,860,450	1,262,981
Apr	2,375,666	2,413,909	1,984,480	1,263,190
May	2,524,146	2,432,087	2,108,510	1,263,674
June	2,672,626	2,432,567	2,232,540	1,264,704
July	2,821,105	2,432,567	2,356,570	1,265,580
Aug	2,969,585	2,432,567	2,480,600	1,267,414
Sept	3,118,064	3,437,699	2,604,630	1,268,639
Oct	3,266,544	3,442,689	2,728,660	1,269,692
Nov	5,125,023	3,447,714	2,852,690	1,278,402
Dec	5,273,503	3,470,329	2,976,718	1,279,896
2021-22	5,273,503		2,976,718	
Total Actual to Date vs Total Budget		66%		43%



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.

TRANSPORTATION BENEFIT DISTRICT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	350,004	350,000	350,004	369,121
Jan	379,171	350,000	379,171	396,139
Feb	408,338	350,000	408,338	424,939
March	437,505	350,000	437,505	448,008
Apr	466,672	350,000	466,672	480,535
May	495,839	350,000	495,839	511,698
June	525,006	350,000	525,006	542,681
July	554,173	350,000	554,173	573,632
Aug	583,340	350,000	583,340	596,695
Sept	612,507	350,000	612,507	638,428
Oct	641,674	350,000	641,674	667,720
Nov	670,841	350,000	670,841	697,512
Dec	700,000	350,000	699,998	724,638
2021-22	700,000		700,000	
Total Actual to Date vs Total Budget		50%		104%

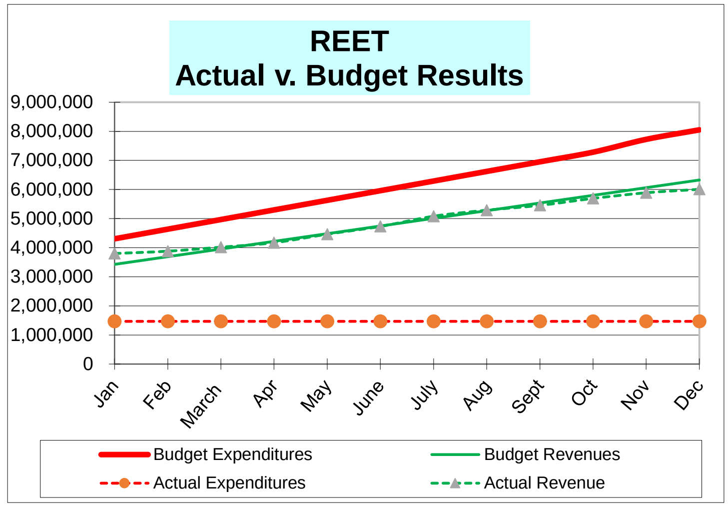


The Transportation Benefit District fund accounts for the $20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2022

REAL ESTATE EXCISE TAX FUND

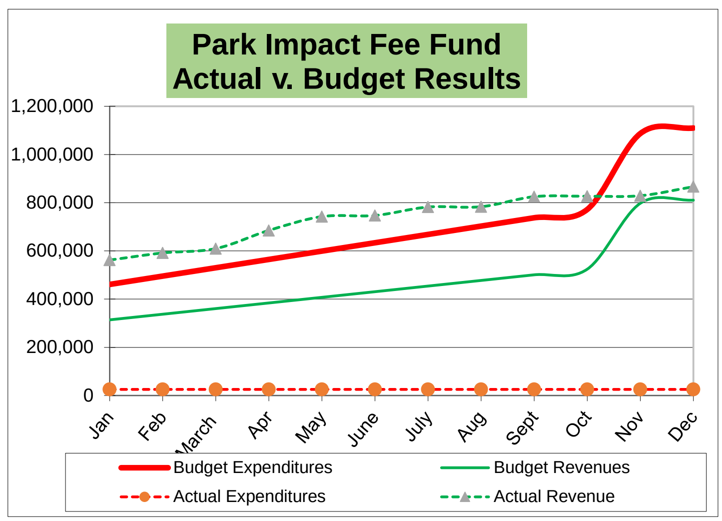
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,970,056	1,467,680	3,163,080	3,671,216
Jan	4,305,478	1,467,680	3,426,670	3,800,239
Feb	4,636,316	1,467,680	3,690,271	3,879,280
March	4,967,154	1,467,680	3,953,861	4,017,276
Apr	5,297,992	1,467,680	4,217,451	4,171,010
May	5,628,830	1,467,680	4,481,041	4,463,826
June	5,959,668	1,467,680	4,744,631	4,730,489
July	6,290,506	1,467,680	5,008,221	5,080,777
Aug	6,621,344	1,467,680	5,271,811	5,288,535
Sept	6,952,182	1,467,680	5,535,401	5,454,748
Oct	7,283,020	1,467,680	5,798,991	5,692,659
Nov	7,723,858	1,467,680	6,062,581	5,887,939
Dec	8,050,122	1,467,680	6,326,171	6,005,845
2021-22	8,050,122		6,326,171	
Total Actual to Date vs Total Budget		18%		95%



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. include transfers to the Park Capital Fund for park improvements and and Transportation Capital Fund for transportation improvements.

PARK IMPACT FEE FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	414,708	25,358	280,212	561,886
Jan	460,949	25,358	313,980	562,009
Feb	495,508	25,358	337,331	591,591
March	530,067	25,358	360,682	609,548
Apr	564,626	25,358	384,033	685,076
May	599,185	25,358	407,384	742,415
June	633,744	25,358	430,735	746,929
July	668,303	25,358	454,086	782,028
Aug	702,862	25,358	477,437	783,185
Sept	737,421	25,358	500,788	825,008
Oct	771,980	25,358	524,139	826,713
Nov	1,086,907	25,358	797,490	828,875
Dec	1,109,780	25,358	810,422	866,315
2021-22	1,109,780		810,422	
Total Actual to Date vs Total Budget		2%		107%

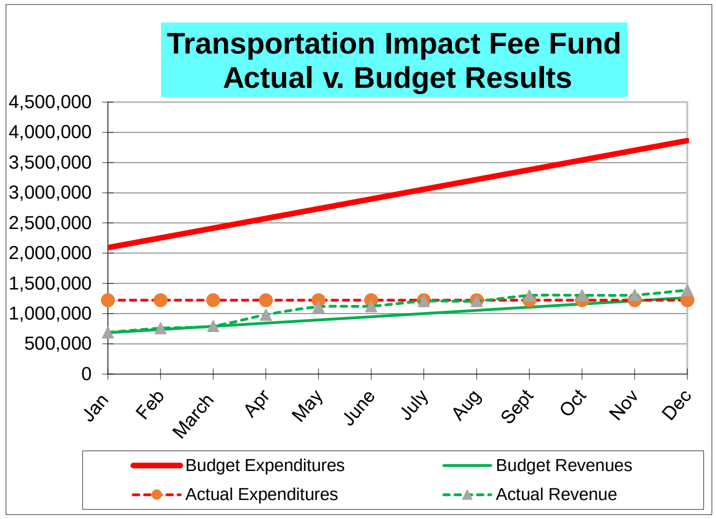


This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2022

TRANSPORTATION IMPACT FEE FUND

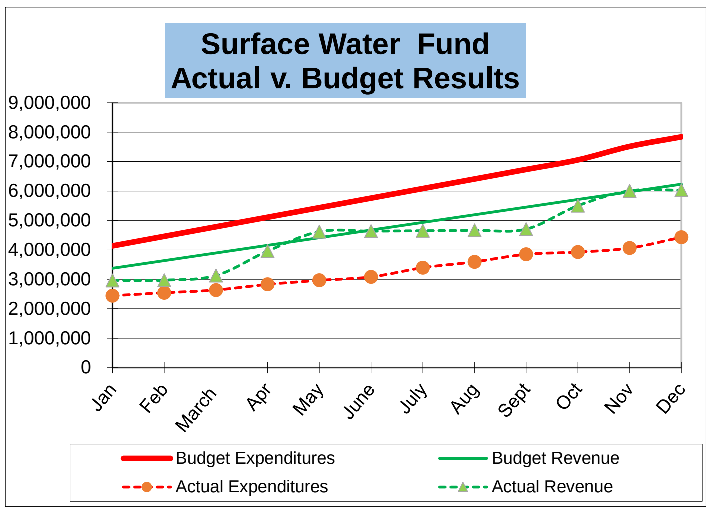
	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	1,931,268	1,222,440	632,352	690,105
Jan	2,092,207	1,222,440	685,048	690,476
Feb	2,253,146	1,222,440	737,744	758,649
March	2,414,085	1,222,440	790,440	796,547
Apr	2,575,024	1,222,440	843,136	981,888
May	2,735,963	1,222,440	895,832	1,112,896
June	2,896,902	1,222,440	948,528	1,124,535
July	3,057,841	1,222,440	1,001,224	1,206,425
Aug	3,218,780	1,222,440	1,053,920	1,209,227
Sept	3,379,719	1,222,440	1,106,616	1,299,736
Oct	3,540,658	1,222,440	1,159,312	1,303,849
Nov	3,701,597	1,222,440	1,212,008	1,309,063
Dec	3,862,547	1,222,440	1,264,695	1,388,802
2021-22	3,862,547		1,264,695	
Total Actual to Date vs Total Budget		32%		110%



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

SURFACE WATER MANAGEMENT FUND

	2021-2022 Budget Expenditures	2021-2022 Actual Expenditures	2021-2022 Budget Revenue	2021-2022 Actual Revenue
2021	3,811,740	2,314,112	3,116,172	2,958,871
Jan	4,136,330	2,444,737	3,375,853	2,965,041
Feb	4,460,920	2,544,319	3,635,534	2,971,877
March	4,785,510	2,636,895	3,895,215	3,128,738
Apr	5,110,100	2,828,697	4,154,896	3,960,684
May	5,434,690	2,966,068	4,414,577	4,620,664
June	5,759,280	3,080,746	4,674,258	4,636,433
July	6,083,870	3,394,904	4,933,939	4,650,587
Aug	6,408,460	3,594,948	5,193,620	4,664,568
Sept	6,733,050	3,851,183	5,453,301	4,705,647
Oct	7,057,640	3,925,326	5,712,982	5,503,149
Nov	7,515,230	4,061,754	5,972,663	6,005,807
Dec	7,839,812	4,428,250	6,232,337	6,029,297
2021-22	7,839,812		6,232,337	
Total Actual to Date vs Total Budget		56%		97%



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. collected in May and November.

City of Kenmore, Washington
Cash and Investment Report
December 31, 2022

Fund	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	$5,038,147	$945,772	$2,121,652	3,862,267
Street	1,247,427	71,314	254,009	1,064,733
Transportation Capital	-5,420,187	126,085	679,298	(5,973,400)
Public Art	119,456	270	0	119,726
Park Impact Fee	1,114,937	37,440	0	1,152,377
Transportation Impact Fee	2,689,224	79,739	0	2,768,963
Swamp Creek Basin	774,555	1,748	0	776,303
Transportation Benefit District	474,398	27,127	0	501,525
ARPA Fiscal Recovery Fund	5,049,857	0	27,797	5,022,060
Sammamish Bridge Replacement	1,282,870	587,185	146,448	1,723,606
Walkways & Waterways Debt Service	977,881	4,408	805,575	176,713
Real Estate Excise Tax	6,332,250	117,906	0	6,450,156
Park Capital	-4,644,760	270,570	1,151,338	(5,525,528)
Walkways & Waterways Bond	6,293,360	22,067	0	6,315,428
Surface Water Management	4,537,545	23,490	366,495	4,194,539
Surface Water Capital	-344,465	38,500	150,000	(455,965)
Public Works Shop Fund	2,353,764	0	190,325	2,163,439
Strategic Reserve	1,362,137	3,074	0	1,365,210
Strategic Opportunities	683,527	1,494	22,615	662,405
Equipment Replacement	688,987	1,555	0	690,541
Trust & Agency	807,836	15,660	15,838	807,658
Totals	$31,418,747	$2,375,402	$5,931,391	$27,862,757

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	$2,434,099	$1,428,118	3,862,217
Street	214,733	850,000	1,064,733
Transportation Capital	-5,973,400	0	(5,973,400)
Public Art	104,726	15,000	119,726
Park Impact Fee	222,377	930,000	1,152,377
Transportation Impact Fee	2,738,963	30,000	2,768,963
Swamp Creek Basin	-623,697	1,400,000	776,303
Transportation Benefit District	501,524	0	501,524
ARPA Fiscal Recovery Fund	5,022,060	0	5,022,060
Sammamish Bridge Replacement	1,723,606	0	1,723,606
Walkways & Waterways Debt Service	176,713	0	176,713
Real Estate Excise Tax	6,450,156	0	6,450,156
Park Capital	-5,525,528	0	(5,525,528)
Walkways & Waterways Bond	6,315,428	0	6,315,428
Surface Water Management	3,684,540	510,000	4,194,540
Surface Water Capital	-455,965	0	(455,965)
Public Works Shop Fund	2,163,439	0	2,163,439
Strategic Reserve	515,211	850,000	1,365,211
Strategic Opportunities	662,405	0	662,405
Equipment Replacement	240,541	450,000	690,541
Trust & Agency	707,658	100,000	807,658
Totals	$21,299,590	$6,563,118	$27,862,708

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
December 31, 2022

							Overall	0.55%
		Average Yield to Maturity-Securities					Average Yield	2.86%
	Investment #	Type	Purchase Date	Maturity Date	Rate	Yield	Principal or Balance	Yield Equivalents
Time Value Investments								
	3135G05G4	FNMA	11/9/2020	7/10/2023	0.20%	0.20%	1,501,588.50	3,003.18
	3133EMHL9	FFCB	11/24/2020	11/30/2023	0.30%	0.30%	1,501,500.00	4,504.50
	3133EMMN9	FFCB	1/25/2021	1/11/2024	0.19%	0.19%	1,000,000.00	1,900.00
	3130AQTT0	FHLB	3/2/2022	2/28/2025	1.67%	1.67%	1,494,768.00	24,962.63
	9128286Z8	US TREAS	1/25/2021	6/30/2024	0.18%	0.18%	1,065,261.38	1,917.47
Total TVI Purchases							**6,563,117.88**	**36,287.77**

CD's								
								-
Total CD's							**0.00**	**0.00**

TOTAL ALL SECURITIES		**$ 6,563,117.88**	**$ 36,287.77**
Banner Checking and Savings	**0.02%**	**439,048.06**	87.81
Pacific Premier Savings	**3.03%**	**3,199,225.50**	96,776.57
LGIP - Primary Account	**3.76%**	**11,331,894.25**	426,373.85
LGIP - Bond Proceeds Account	**3.76%**	**6,329,422.19**	238,150.84
Total Accounts		**$ 27,862,707.88**	**797,676.85**

V:\Admin and Finance\Monthly Reports\2022\December 2022 - PreliminaryInvSch

City of Kenmore, Washington

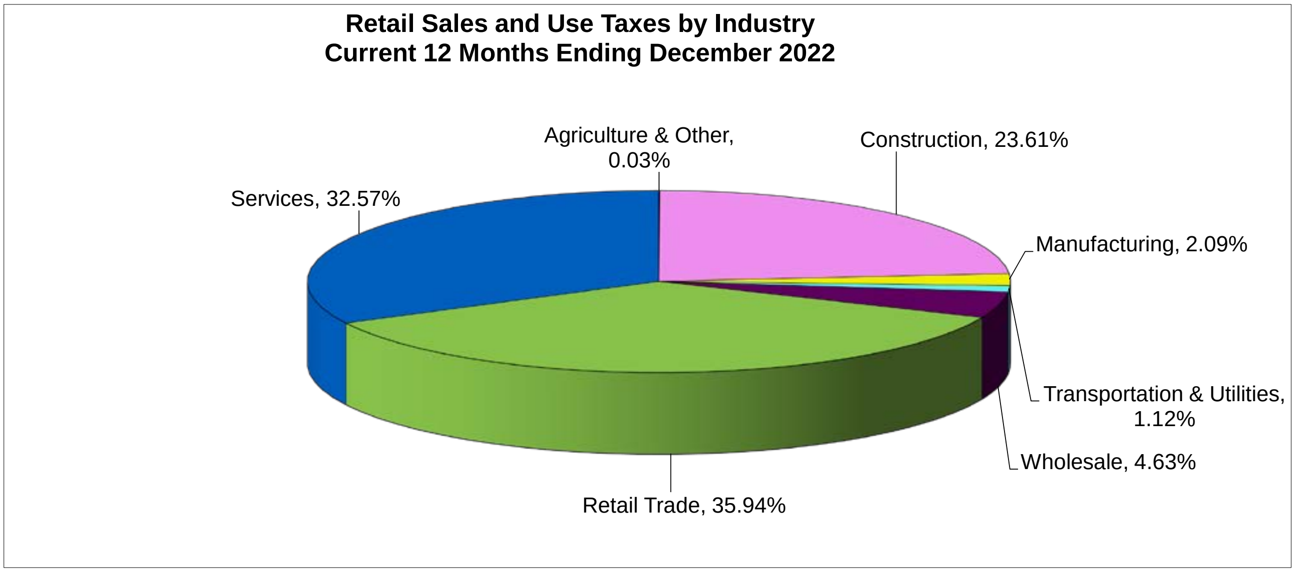
SALES TAX RECEIPTS BY BUSINESS TYPE

December 2022

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	134.16	0.00	134.16	0.0%
CONSTRUCTION	68,599.34	2,602.11	71,201.45	22.7%
MANUFACTURING	4,863.20	1.71	4,864.90	1.6%
TRANSPORTATION & UTILITIES	2,375.76	625.64	3,001.40	1.0%
WHOLESALE	14,535.63	224.56	14,760.19	4.7%
RETAIL TRADE	105,418.86	146.89	105,565.75	33.7%
SERVICES	93,858.94	548.59	94,407.54	30.1%
INFORMATION	11,337.13	96.15	11,433.28	3.6%
PUBLIC SERVICES	83.04	8,086.69	8,169.73	2.6%
	301,206.06	12,332.34	313,538.40	100.0%

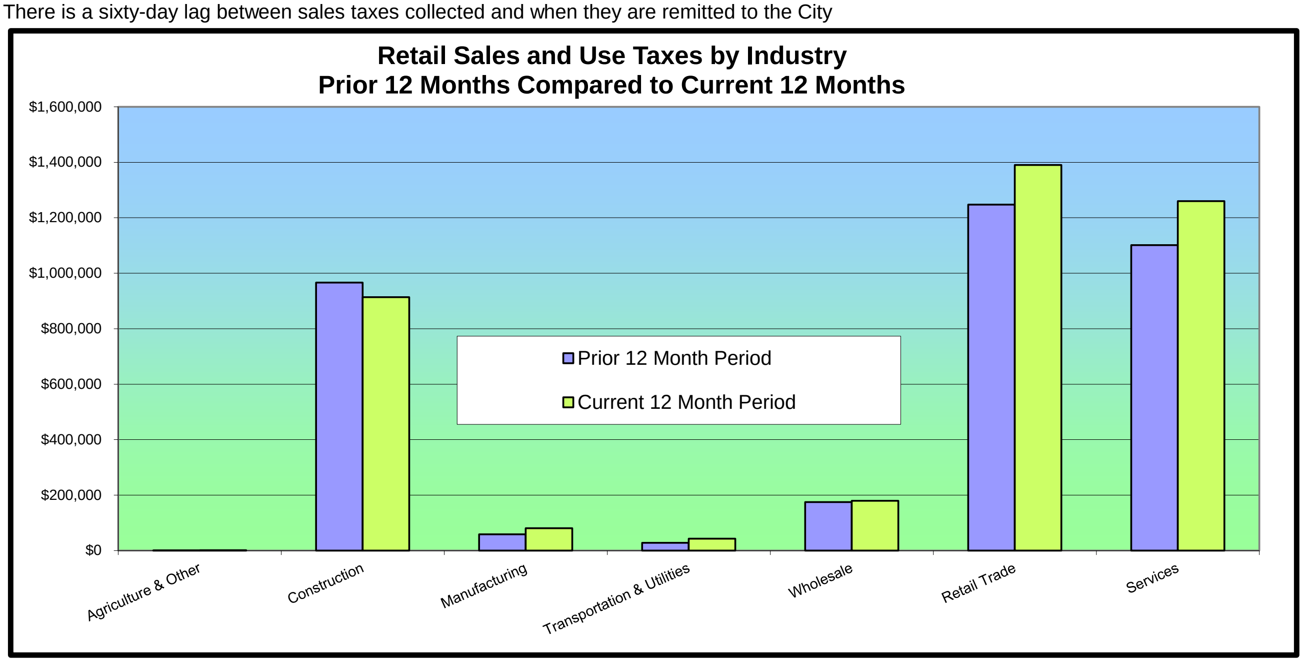
City of Kenmore, Washington
Retail Sales and Use Tax Distribution
December 31, 2022

Industry	Prior 12 Months ending December 2021	Current 12 Months ending December 2022	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	$929	$1,136	22.28%	0.03%
Construction	966,179	913,328	-5.47%	23.61%
Manufacturing (Printing, Publishing, Other Manuf.)	58,411	80,999	38.67%	2.09%
Transp/Comm/Utilities (Telecomm., Air Transport.)	28,301	43,131	52.40%	1.12%
Wholesale (Lumber, Other Wholesale)	174,760	179,271	2.58%	4.63%
Retail Trade (Eating, Merchandise, Food Stores)	1,247,312	1,390,276	11.46%	35.94%
Services (Auction, Recreation, Auto Repair, Financial)	1,101,213	1,260,006	14.42%	32.57%
Totals	$3,577,105	$3,868,146	8.14%	100%
Increase/(Decrease)		$291,041	8.14%	



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



City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:

Creation of an Affordable Housing Fund

For Council Meeting Agenda of: April 10, 2023

Department: City Manager's Office

Prepared by: Stephanie Lucash, Deputy City Manager, and Melinda Merrell, Finance and Administration Director

	Initial & Date
Approved by Department Head:	SLL 3/10/23
Approved by City Attorney:	DR, 3/13/23
Approved by Finance Director:	MM, 3/13/23
Approved by City Manager:	RGK 3/13/23

Proposed Council Action/Motion:

Motion to approve Ordinance 23-0572, amending Title 3 of the Kenmore Municipal Code to adopt a new Chapter 3.90 KMC establishing an affordable housing fund as presented.

Exhibits/Attachments:

Attachment 1 – Proposed Ordinance 23-0572

Information/Background:

Section 18.77.045(D) of the Kenmore Municipal Code (KMC) allows the City of Kenmore to accept fees from developers in lieu of compliance with the general requirements of Chapter 18.77 KMC to provide for affordable housing units in new developments. Additionally, there are funds the City hopes to receive, from grants and other new funding sources, that will be designated for affordable housing efforts in the future, such as the current development in partnership with Plymouth Housing, housing planned for the City-owned "Holt Property" and other similar efforts in the future.

The City does not currently have a fund specifically for affordable housing development and efforts. Approval of this ordinance will amend the KMC to provide for an affordable housing fund. Finance will then create a unique fund in which the fees and other funds designated for affordable housing development and related efforts can be held until they are ready to be expended for those purposes.

Fiscal Consideration:

There is no cost involved in this action. Its purpose is to create a fund specifically for affordable housing developments and expenditures, separate from the City's General Fund.

Council Goal/Budget Being Addressed:

#2: Increase and preserve the options for Affordable Housing stock.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0572

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING TITLE 3 OF THE KENMORE MUNICIPAL CODE, "REVENUE AND FINANCE" TO ADOPT A NEW CHAPTER 3.90 TO THE KENMORE MUNICIPAL CODE ESTABLISHING AN AFFORDABLE HOUSING FUND TO RECEIVE AND HOLD AFFORDABLE HOUSING-RELATED FEES IN LIEU AND GRANTS AND TO SUPPORT THE CITY'S AFFORDABLE HOUSING DEVELOPMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Kenmore City Council's #2 priority for 2023-24 is to increase and preserve the options for affordable housing stock; and

WHEREAS, Section 18.77.045(D) of the Kenmore Municipal Code (KMC) allows the City of Kenmore to accept fees from developers in lieu of compliance with the general requirements of Chapter 18.77 KMC to provide for affordable housing units in new developments; and

WHEREAS, the City of Kenmore allocated half of its American Rescue Plan Act resources and donated the underlying land for the affordable housing development at 6532 Bothell Way NE; and

WHEREAS, the City of Kenmore purchased the property at 7010 NE 181st St. NE, known as the Holt property, with the intention of constructing another affordable housing development on the site; and

WHEREAS, the City of Kenmore will continue to pursue grants and other funding opportunities to support the City's future affordable housing endeavors; and

WHEREAS, the City of Kenmore collaborates with A Regional Coalition for Housing (ARCH) and other governmental agencies to support regional affordable housing efforts; and

WHEREAS, the City desires to amend Title 3 KMC and adopt a new Chapter 3.90 KMC establishing a new fund entitled "Affordable Housing Fund" for the purpose of receiving and to hold affordable housing related fees in lieu, grants, and other revenues from which payments will be made for the City's future affordable housing developments;

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

<u>Section 1.</u> <u>Amendment</u>. Title 3 of the Kenmore Municipal Code (KMC), "Revenue and Finance" is amended to add a new Chapter 3.90 KMC, entitled "Affordable Housing Fund" to read as follows:

Chapter 3.90

AFFORDABLE HOUSING FUND

Sections:

3.90.010 Established.

The Affordable Housing Fund is hereby established.

3.90.020 Purpose & Use.

The purpose of the Affordable Housing Fund is to hold fees received from developers under KMC 18.77.045(D), outside grants, and other revenues. The City will use these funds to support its future affordable housing developments and may also make transfers out of it to other government and quasi-government agencies in order to support affordable housing efforts on a regional level.

3.90.030 Custodian.

The City Manager or such employee of the City designated by the City Manager in writing shall be the custodian of the Affordable Housing Fund. The custodian shall have full responsibility for the Fund and its proper use. The custodian shall be covered by a surety bond in the full amount of the Fund and any advances made to the Fund at any time, and such bond shall be conditioned upon the proper accounting for and legal expenditure of all such funds, in addition to other conditions required by law.

<u>Section 2.</u> <u>Severability.</u> If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

<u>Section 3.</u> <u>Corrections.</u> Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

<u>Section 4.</u> <u>Effective Date.</u> This ordinance shall take effect and be in full force and effect five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council this ___ day of ______, 2023.

APPROVED:

____
MAYOR NIGEL HERBIG

ATTEST/AUTHENTICATED:

____
MICHELLE KANG, ACTING CITY CLERK

APPROVED AS TO FORM:

____
DAWN REITAN, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY CLERK:
PUBLICATION DATE:
EFFECTIVE DATE:
ORDINANCE NO. **23-0572**

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic:	For Council Meeting Agenda of: April 10, 2023
Federal Government Relations Contract	**Department:** City Manager's Office **Prepared by:** Rob Karlinsey, City Manager
Proposed Council Action/Motion: Authorize the City Manager to sign and execute contract 23-C2896 for Federal Government Relations in an amount not to exceed $80,000 per year.	**Initial & Date** **Approved by Department Head:** RGK **Approved by City Attorney:** N/A **Approved by Finance Director:** MM **Approved by City Manager:** RGK **Exhibits/Attachments:** Contract 23-C2986, including the Scope of Services in Exhibit A

BACKGROUND:

With the passage of significant federal funding legislation, including the Inflation Reduction Act and the Infrastructure Law, as well as the return of Community Project Funding (aka, Congressionally Directed Spending), the City needs the assistance and expertise of a federal government relations firm to advocate on behalf of the City for funding and other priorities.

The City conducted a Request for Proposals (RFP 23-C2896) process to select a federal government relations firm. Five firms submitted proposals, and the City interviewed all five. Based on the criteria set forth in the RFP, the City Manager is recommending that the City Council authorize the City Manager to execute a contract with Strategies 360.

Strategies 360 is a full-service government relations, research, public affairs, and communications firm based in Washington, DC. Strategies 360 has been advocating on behalf of municipalities at the Federal Government level since 2004.

The term of the contract will run from mid-April 2023 to December 31, 2023. If neither party gives notice by December 1 of this year, the contract will automatically renew on a month-to-month basis. At any time, either party may terminate the contract with thirty days' notice.

Scope of Services

The scope of Strategies 360's services will focus on the City Council's top priorities, including advocating for funding for implementing the Climate Action Plan, environmental stewardship, affordable housing, and multi-modal transportation. The full scope of services is included in Exhibit A of the contract. Key provisions of the scope of services are copied here:

Federal Advocacy and Communications

Planning Partner

- Work with Client [i.e., City of Kenmore] staff to establish, maintain, and document short- and long-term federal infrastructure funding as well as other funding opportunities.
- Work with Client staff to identify Client's priorities and develop tailored strategies to secure federal funds from such sources as the Bipartisan Infrastructure Law, the Inflation Reduction Act, the community project funding/congressionally directed spending request process, and traditional federal appropriations process. Priorities will be on funding for the Client's climate action plan, environmental stewardship (e.g., brownfields, fish-friendly culverts, and habitat restoration), affordable housing, and multi-modal transportation.
- Develop and implement coordinated federal advocacy and communication action plans to achieve the Client's federal advocacy goals (e.g., reducing temporary flight restrictions on Kenmore Air during Presidential visits to the Seattle area).

Outputs include but are not limited to:

1. Targeted elected official, legislative staff, and administration and agency personnel engagement plan, kept current on an ongoing basis.
2. Federal lobbying action plan.
3. Updates and reports as needed to track and evaluate efforts throughout the term of the agreement.

Federal Advocate

- In partnership with the Client, implement the engagement plan and federal lobbying action plan.
- Represent Client at all designated events, meetings, calls, and other necessary functions.
- As needed, request congressional and administration/agency meetings. Coordinate with Client staff to respond to and manage scheduling for incoming meeting requests.
- Provide advance planning, and meeting participant preparation as necessary, for each advocacy meeting.
- Recommend and conduct all post-meeting follow-up, including meeting recaps, following up for trailing items, and thank you notes.

FISCAL CONSIDERATION:

The City will pay Strategies 360 $6,500 per month and up to $2,000 per year in incidental expenses. For a 12-month period, the cost is $80,000 per year (including up to $2,000 in incidental expenses). Funding for the federal government relations services was included in the Climate Action Plan and Housing & Human Services funding package that the City Council adopted earlier this year. The package estimated $80,000 per year for federal government relations (i.e., "federal lobbyist) services.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals
1: Climate Action Plan and Environmental Stewardship
2: Affordable Housing

And other City Council goals: https://www.kenmorewa.gov/home/showpublisheddocument/1790/638126119271370000

City of Kenmore Contract #: 23-C2896
Authorized Amount: $6,500.00 per month plus incidental expenses not to exceed $2,000.00 per calendar year.
Date Start: April 12, 2023
Date End: See Section 3

CONSULTANT SERVICES AGREEMENT

Federal Government Relations

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Strategies 360, ("Consultant") organized under the laws of the State of Washington, located and doing business at 601 New Jersey Avenue, NW Suite 250, Washington, DC, 20001; phone: 202-333-2234 (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City conducted Request for Proposals No. 23-C2896 to solicit Federal Government Relations proposals; and

WHEREAS, the City conducted a selection process and selected Strategies 360;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform the work as assigned by the City, which may include the services described in Exhibit "A" of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. Additional work may be assigned by the City; however, this Agreement does not obligate the City to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment**. The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

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

☒ A sum not to exceed Six thousand five hundred dollars ($6,500.00) per calendar month. Payment shall be prorated for partial calendar months.

☒ Other (describe): Plus incidental expenses not to exceed $2,000.00 per calendar year.

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on April 12, 2023 and ending December 31, 2023 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If neither party provides written notice to end the agreement prior to December 1, 2023, this agreement shall automatically renew on a month-to-month basis.

4. **Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. **Independent Consultant**. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

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

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

iv. Professional Liability insurance appropriate to the Consultant's profession.

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

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

ii. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

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

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

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

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

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

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

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

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

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

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

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. **Employment of State Retirees**. The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

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

Crystal Ellerbe, Strategies 360
601 New Jersey Avenue, NW Suite 250
Washington, DC, 20001
Phone No.:202-333-2234
Email: crystale@strategies360.com

22. **Applicable Law; Venue; Attorneys' Fees**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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

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

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

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

CONSULTANT	**CITY OF KENMORE**
Signature: ______________________	Signature: ______________________
Name: Ron Dotzauer	Name: Rob Karlinsey
Title: CEO	Title: City Manager
Date: March 27, 2023	Date: ______________________

APPROVED AS TO FORM

____
Kenmore City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

The purpose of this scope of work is to outline in further detail the services Consultant will provide to Client during the term of this Services Agreement.

Client has engaged Consultant to perform as Client's contract lobbyist in support of its efforts to locate and procure federal funding for urban and rural infrastructure projects. In order to fully perform this role Consultant must be a consistent and effective conduit of information between federal lawmakers, the Client team, the City Manager, City Council, Department Heads and the City of Kenmore.

As such, the Consultant shall perform the following functions for the Client:

Federal Advocacy and Communications

Planning Partner

- Work with Client staff to establish, maintain, and document short- and long-term federal infrastructure funding as well as other funding opportunities.
- Work with Client staff to identify Client's priorities and develop tailored strategies to secure federal funds from such sources as the Bipartisan Infrastructure Law, the Inflation Reduction Act, the community project funding/congressionally directed spending request process, and traditional federal appropriations process. Priorities will be on funding for the Client's climate action plan, environmental stewardship (e.g., brownfields, fish-friendly culverts, and habitat restoration), affordable housing, and multi-modal transportation.
- Develop and implement coordinated federal advocacy and communication action plans to achieve the Client's federal advocacy goals (e.g., reducing temporary flight restrictions on Kenmore Air during Presidential visits to the Seattle area).

    Outputs include but are not limited to:
    1. Targeted elected official, legislative staff, and administration and agency personnel engagement plan, kept current on an ongoing basis.
    2. Federal lobbying action plan.
    3. Updates and reports as needed to track and evaluate efforts throughout the term of the agreement.

Federal Advocate

- In partnership with the Client, implement the engagement plan and federal lobbying action plan.
- Represent Client at all designated events, meetings, calls, and other necessary functions.
- As needed, request congressional and administration/agency meetings. Coordinate with

Client staff to respond to and manage scheduling for incoming meeting requests.

- Provide advance planning, and meeting participant preparation as necessary, for each advocacy meeting.
- Recommend and conduct all post-meeting follow-up, including meeting recaps, following up for trailing items, and thank you notes.

Federal Affairs Advisor

- Continually monitor funding opportunities relevant to the City of Kenmore.
-

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

N/A

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number:____________________Date of Invoice: ____________________

Consultant: ____

Mailing Address: ____

____

Telephone: ( ) _________________________

Contract Period: ___________________ Reporting Period: ___________________

Amount requested this invoice: $ ______________

Attach itemized description of services provided.

Specific Program/Project: ____

____
Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount $______________

Previous payments $______________

Current request $______________

Balance remaining $______________

Approved for Payment by: ________________________ Date: _______________________

Authorized Signature (Required)___________________________

EXHIBIT D

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC   C Corporation   S Corporation   Partnership   Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▸   **Date** ▸

GeneralInstructions

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

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

Purpose of Form

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

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

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

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

City Council Agenda Bill
City of Kenmore, WA

Subject/Topic: Authorization of Amendment #1 to Contract 22-C2845 with PRR, Inc to increase the contract by $17,000 for a total contract of $167,000 for scope related to middle housing analysis, public engagement, and racial equity report. **Proposed Council Action/Motion:** Authorize the City Manager to execute Amendment #1 to Contract 22-C2845 with PRR, Inc to increase the contract by $17,000 for a total contract of $167,000.	**For Council Meeting Agenda of:** 4/10/23 **Department:** Community Development **Prepared by:** Debbie Bent, Community Development Director **Initial & Date** **Approved by Department Head: DB 3/31/23** **Approved by City Attorney: N/A** **Approved by Finance Director: N/A** **Approved by City Manager: SLL 4/3/23** **Exhibits/Attachments:** 1. Contract 22-C2845 2. Amendment #1 to Contract 22-C2845

Information:

PRR, Inc is the consultant selected to complete a scope for middle housing with $150,000 of their budget funded by the Department of Commerce middle housing grant funds. Consultant assistance will focus primarily on public participation. A racial equity analysis will be prepared (a grant requirement), along with some draft Middle Housing code provisions. The Commerce grant does not require adoption of any Middle Housing ordinances. However, the work will further the Council's 2023 discussions and, potentially, respond to State mandates. The scope increase of $17,000 is to fund supplemental work for the racial equity report and additional public engagement including a stand alone public event in May (date to be determined). PRR Inc will present findings and recommendations to Council at the 6/12/23 council meeting.

Background:

- On 7/25/22 the City Council authorized the City Manager to sign a Middle Housing grant contract (contract 23-63326-012) from the Washington State Department of Commerce (Commerce) in an amount up to $120,000. $20,000 of this total is to be used for work with community-based organizations, proposed through a Memorandum of Agreement with other ARCH cities.
- On 11/28/22 the City Council authorized the City Manager to execute an increased grant award contract of $170,000 with Commerce. This increased the original contract from $120,000 to $170,000. Grant funds need to be expended by 6/30/23.

- On 11/28/22 the City Council authorized the City Manager to execute Contract 22-C2845 with PRR, Inc. in an amount not to exceed $150,000. The contract was signed for $136,000 but Council authorized up to $150,000.

Fiscal Consideration:

Contract 23-63326-012 with the Department of Commerce for a $170,000 grant for missing middle housing, of which $20,000 is to be used for work with community-based organizations, proposed through a Memorandum of Agreement with other ARCH cities. On 11/28/22 Council authorized up to $150,000 for
Contract 22-C2845 with PRR, Inc for scope related to middle housing analysis, public engagement, and racial equity report.

The $17,000 for Amendment #1 to Contract 22-C2845 with PRR, Inc will be funded by one of the following options:

1. Staff have requested and are awaiting a response from Commerce if additional funding is available to supplement Contract 23-63326-012 the missing middle housing grant.
2. Staff have requested and are awaiting a response from Commerce if some of the funding from the general planning grant contract #23-63210-038 ($62,500) could be used to conduct public engagement for middle housing.

$20,000 of City funds was identified in the Community Development Department budget for Comprehensive Plan implementation in addition to the above grants.

Council Goal/Budget Being Addressed:

2023-2024 Council priorities to be addressed include: (2) Increase and preserve the options for affordable housing stock; (4) Develop and implement a diversity, equity, and inclusion policy and program.

City of Kenmore Contract #: 22-C2845
Authorized Amount: $136,000
Date Start: 12/12/2022
Date End: 06/30/2023

CONSULTANT SERVICES AGREEMENT

Missing Middle Housing: Analysis, Public Involvement, and Code Development

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and PRR, Inc. ("Consultant") organized under the laws of the State of Washington, located and doing business at 1501 Fourth Ave., Ste. 550, Seattle, Washington 98101 (hereinafter the "Consultant"). Contact person is Brett Houghton, 206-512-0448.

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

__ According to the rates set forth in Exhibit "B."
_X_ A sum not to exceed One-hundred thirty-six thousand dollars ($136,000).
__ Other (describe): ____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on 12/12/2022 and ending 06/30/2023 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Consultant. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

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

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

iv. Professional Liability insurance appropriate to the Consultant's profession.

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

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

ii. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

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

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

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

8. <u>Record Keeping and Reporting</u>.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. <u>City's Right of Inspection and Audit.</u>

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

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

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

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

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

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

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

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended.

Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

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

Brett Houghton
1501 Fourth Ave, Suite 550
Seattle, Washington 98101
Phone No.: 206-512-0448
Email: bhoughton@prrbiz.com

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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

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

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

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

CONSULTANT	**CITY OF KENMORE**
Signature: Keri Shoemaker Keri Shoemaker (Dec 11, 2022 15:26 EST)	Signature: Rob Karlinsey Rob Karlinsey (Dec 9, 2022 15:22 PST)
Name: Keri Shoemaker	Name: Rob Karlinsey
Title: Principal	Title: City Manager
Date: Dec 11, 2022	Date: Dec 9, 2022

APPROVED AS TO FORM

Dawn Reitan
Dawn Reitan (Dec 12, 2022 08:37 PST)
Kenmore City Attorney's Office

City of Kenmore
Missing Middle Housing: Analysis, Public Involvement, and Code Development
Scope of Work
12 08 2022

PRR, with our partners at LDC, will **conduct analysis on appropriate Missing Middle housing** types and locations for the City, **conduct a public involvement program** to gather feedback on Missing Middle housing, **prepare a racial equity analysis report**, and **prepare zoning code amendments** for, at a minimum, cottage housing in Kenmore. Our approach will center equity.

PRR will complete the following scope of work by the end of June 2023.

General assumptions

- All meetings are virtual unless otherwise mutually agreed essential to be in person and able to comply with social distancing safety protocols
- Up to two rounds of review per deliverable
- The City of Kenmore will provide consolidated edits on all deliverables for each round of review

1. Discovery **$30,000**

PRR will review existing information to inform the overall approach and recommendations.

Task	Assumptions (if applicable)	Deliverables	Timing
Kickoff	• Up to 5 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins	• Draft and final meeting agenda • Draft and final meeting summary	• Within 2 weeks of NTP (by December 15, 2022)
Audit previous findings	• PRR will review public comments from recent public meetings about duplexes and triplexes, comments from housing forum in Fall 2021, survey from summer 2021,	• High level summary, to include key themes • List of groups previously engaged and how they were engaged	• Within 2 weeks of kickoff (by December 31, 2022)

Task	Assumptions (if applicable)	Deliverables	Timing
	climate action plan engagement and other relevant community input provided by the City • Summary will be informal, no more than two pages of a word document or in the body of an email	• List of groups not previously engaged with and recommendations for how to engage them	
Review existing policy and code	• Short scope and methodology for task deliverables will be developed in coordination with the City. Includes two meetings with planning consultants and City team and check-in meetings as necessary. • The meetings last 30 minutes • Existing Comprehensive Plan and code examined through an intersectional anti-racist framework • Consider duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.	• Review recently adopted Vision Statement, Land Use Element, and Housing Element for current policy direction. • Review bulk standard requirements, design standards, incentives, environmental regulations, fees, infrastructure, and permit processes in the R-1, R-4, and R-6 single-family zoning districts, including draft regulations for duplexes and triplexes. • Prepare a report outlining policy or code alternatives which could provide missing middle housing opportunities on at least 30% of the lots or land area in the City primarily zoned for single-family development, including pros/cons of making code or	• Within 7-8 weeks of kickoff (by January 31, 2023)

Task	Assumptions (if applicable)	Deliverables	Timing
	• Identify baseline measurements for considering future policy or code shifts/updates • Report outlining possible changes to policies, regulations, incentives, and permitting procedures should be no more than 5 pages in a word document • Written summary of small-scale commercial development analysis and methodology should be no more than 5 pages in a word document, with associated maps • Timeline is connected to Commerce grant requirements. Kenmore planning staff will provide support to meet the timeline or work with Commerce to extend the deadline to February 10.	policy changes and other jurisdictions who have taken similar actions. • Prepare analysis and map areas which could provide potential options for small-scale commercial development to improve neighborhood walkability and support missing middle housing. The analysis would include development of a methodology to be utilized in the analysis and mapping of identified areas.	
Discovery review meeting	• Up to 3 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins	• Draft and final meeting agenda • Draft and final meeting summary	• Within one week of sending summary of code review • (by February 17, 2023)

2. Plan engagement **$15,000**

PRR will create a plan to connect with community members, using a “choice points” framework. Starting from choice points leads to effective decision-making. Using a choice points framework means asking “what needs questioning” so we can determine our options, as opposed to the point of decision where all questions have been asked and answered. Good decision making is grounded in choice.

- Choice points are opportunities for leaders to pause to reflect, generate options, and enact changes that respond to community concerns and advance racial equity and inclusion.
- Identify decision-making opportunities that might have equity and inclusion impacts.
- Examine choices and unintended consequences
- The place of choice is where equity lives. The idea of choice points flows from concepts of freedom. Decision-making flows from the power to define those choices.
- Consider the system’s expectations, communities’ experiences, and organization’s needs.
- When we connect to choice first, we are able to plot out the thought journey, and we do not rush our decisions.
- Starting with choice points builds confidence and clarity in decision-making.
- Regularly looking for opportunities to shift the status quo can create cumulative change that will help level the playing field for marginalized people].[1]

PRR will use an asset-based approach to community engagement, also referred to as a strengths-based approach. An asset-based approach identifies and leverages community strengths, contrasted with a deficit-based approach which seeks to identify needs and provides service-centered solutions. An asset-based approach affirms the voices, experiences, skills, talents, and gifts present in the community, which broadens the participation and commitment of community members, associations, services, and institutions. This approach intentionally leverages a community's strengths, pride, and contributions that builds connection among populations, increases community leadership, builds collaboration, and centers the contribution of community time and resources. Asset-based engagement is most effective for building and sustaining long-term change by developing relationships with populations and organizations who are the heart of the community.

Task	Assumptions (if applicable)	Deliverables	Timing
Engagement planning kickoff meeting	• One 90-minute meeting with up to three PRR staff and one	• Clarified goal and objectives	• Within 2 weeks of delivering Discovery findings

[1] See https://www.managementcenter.org/article/using-choice-points-to-advance-racial-equity-and-inclusion/ for more on choice points. Several of these bullets are direct quotes from this article.

Task	Assumptions (if applicable)	Deliverables	Timing
	LDC staff to review goals and develop plan • Workplan will include timeline and updated tactics • Team will develop more focused activities for the engagement meetings	• Workplan, including activities proposed for the engagement meetings.	• (by March 3, 2023)
Frame and develop messaging	• Lead with shared values and vision for future Kenmore • The messaging will be in English and Spanish • Use existing comprehensive plan and middle housing messaging; use FAQs on website and answers to middle housing comments so far • New messages are in the form of an FAQ using prior community conversations to inform the questions • FAQ will be up to four pages in Word	• FAQ in English • FAQ in Spanish	• Draft English messaging within 1 week of review meeting (by February 24, 2023) • Spanish messaging within 2 weeks of approved English messaging
Identify who, when, and how to engage in first phase of engagement	• One 90-minute meeting with up to three PRR staff to review goals and develop plan • Identify prioritized and vulnerable populations • Use small groups to build trust and address human concerns	• List of groups to engage • Written public participation plan outlining goals for engagement, schedule for engaging groups, key concerns for each group, and group activities	• Within 2 weeks of review meeting • (March 3, 2023)

Task	Assumptions (if applicable)	Deliverables	Timing
	• Current homeowner groups opposed to middle housing • Current community members supporting middle housing • PRR will work with the City to collaborate with the group currently leading CBO engagement. PRR will not engage CBOs directly. • Plan will include goals for engagement, schedule for engaging groups, and key concerns for each group	• Tool for evaluating results from engagement	
Engagement planning review meeting	• Up to 3 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins • Team will further refine and confirm activities for the engagement meetings	• Draft and final meeting agenda • Draft and final meeting summary	• Within 1 week of completing draft plan (by March 10, 2023)

3. Public engagement **$39,000**

PRR will implement elements of the Public Participation Plan. The specifics of that implementation may change based on what the team learns in discovery and determines during the engagement planning phase.

Task	Assumptions (if applicable)	Deliverables	Timing
Engage	• Up to 12 small group meetings, including one in Spanish • Small group meetings are virtual • Small group meetings are no more than 60 minutes long • At least six of the small group meetings are existing groups • Small group meetings include no more than 20 people • PRR will staff and conduct each meeting • Kenmore staff may attend some meetings to support relationship building and accountability. • Email summaries will outline outcomes and outstanding concerns • Final report will be no more than 5 pages in Word, not laid out or formatted • PRR will create flyers for small group meetings; flyers will all use same template with updated times and locations per meeting	• Small group meeting agenda/outline • Schedule of meetings • Email summary of each small group meeting • Final report with summary of all meetings • Invitational flyer in English and Spanish	• 4 weeks to substantial completion (by April 11, 2023) • 5 weeks to fully complete (by April 18, 2023)
Analyze	• Uses an intersectional anti-racist equity approach • Accounts for known and emerging biases, historical and current disparities, identifies vulnerable populations, those	• Report with recommendations for next engagement steps	• 2 weeks (completed by April 25, 2023)

Task	Assumptions (if applicable)	Deliverables	Timing
	disproportionately impacted, and historically underserved. • Identifies prioritized vulnerable populations/communities • Acknowledges concerns of all community members • Report is no more than five pages • Report will be in Word		
Re-engage	• The work in this task will be confirmed during the prior task, if the approach changes, this section will demonstrate the level of effort that is budgeted • Reengage with identified communities to deepen the conversation with prioritized identities/communities • Up to 4 virtual small group meetings, up to one hour each • PRR will staff and conduct each meeting • Kenmore staff may attend some meetings to support relationship building and accountability. • Re-engagement is focused on deepening the conversation with prioritized identities/communities and addressing any outstanding opposition	• Small group meeting agenda/outline • Schedule of meetings • Email summary of each small group meeting • Final report with summary of all meetings	• 6 weeks (completed by June 6, 2023)

Task	Assumptions (if applicable)	Deliverables	Timing
	• Prioritize vulnerable populations • Centers asset-based approach • Considers needs and opportunities for continual relationship and trust building with the community for future engagement efforts		
Team meetings	• Up to 2 staff attend meetings biweekly to review engagement progress and discuss deliverables and approach; up to two additional staff will attend half of the meetings to address specific work	• Up to 18 email summaries	• Throughout engagement phase
Presentation to City Council	• One PRR staff member does one virtual presentation to City Council • Up to seven slides • Slides will be on existing PPT template	• One PPT slide deck	• TBD by City staff

4. Racial Equity Report **$15,000**

Task	Assumptions (if applicable)	Deliverables	Timing
Racial equity report kickoff meeting	• One 90-minute meeting with up to three PRR staff to review goals and develop plan	• Email summary	• (by February 10, 2023)
The report	• Uses an intersectional anti-racist equity approach • Centers most vulnerable populations • Leads from an asset-based strengths analysis that supports communities' ability to thrive in place • City already has done some analyses of equity issues	• Report to incorporate: • Review of previous analyses, supplemented, as needed, by additional analysis of disparities and impacts • Opportunities and barriers at multiple levels: community, jurisdiction, and program • Recommendations for Comprehensive Plan (if necessary) or missing middle housing regulations, especially focused on displacement concerns	• Draft 1 by April 30, 2023 • Final by June 15, 2023
Racial equity report review meetings	• One at draft • One at final	• Up to 2 email summaries	• May 1, 2023 • June 15, 2023
Presentation to City Council	• One PRR staff member does one virtual presentation to City Council • Up to seven slides • Slides will be on existing PPT template	• One PPT slide deck	• TBD by City staff

5. Zoning code amendments **$30,000**

Task	Assumptions (if applicable)	Deliverables	Timing
Middle Housing Code Development	• Early public engagement will inform the focus for code development • One LDC staff member does a presentation with the city council. Includes preparation of meeting materials • One LDC staff member meets with city staff every two weeks as the code is being developed and taken through the legislative process • Consultants will review drafts with City team • Example middle housing ordinance codes and best practices can be used with staff and elected officials to highlight code options that will work best for the City of Kenmore • The City and LDC will agree on the scope and options for what code changes are possible in the scope and budget for this project • If additional middle housing code development is needed,	• Examples of relevant middle housing ordinance codes and best practices. • Visual examples of middle housing. • Review existing code and prepare draft code outline to demonstrate code sections which would need to be amended and developed. • Draft code changes	• Five months (February 1, 2023, to June 15, 2023)

Task	Assumptions (if applicable)	Deliverables	Timing
	the cottage housing code update may be scaled back • Visual examples of middle housing can be used with staff and elected officials to highlight code options that will work best for the City of Kenmore • Consultants will coordinate with city team to develop code development schedule		

6. Project Administration **$ 7,000**

Task	Assumptions (if applicable)	Deliverables	Timing
Invoicing and progress reporting	• Project begins in late December 2022 and ends by June 30, 2023 • Invoices will be cross-coded to match Commerce grant deliverables • The City will provide Commerce grant task identifiers at contract signing	• Up to 7 invoices and progress reports	• Monthly
Final project summary		• 1 draft project summary • 1 final project summary	• Prior to final invoice

Rate Table (2023 projected rates)

Name	Job Classification	Hourly Billing Rate
Hansini Munasinghe	Consultant II	$126.16
Michelle Auster	Consultant II	$115.00
Brett Houghton	Director	$220.06
Lynsey Burgess	Director	$215.58
Daniel Ruiz	Senior Consultant	$172.73
Julie Tonkinson	Senior Consultant	$166.09
Kyana Wheeler	Senior Director	$287.43

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: ____________________ Date of Invoice: ____________________

Consultant: ____

Mailing Address: ____

____

Telephone: (   ) __________________________

Contract Period: ____________________ Reporting Period: ____________________

Amount requested this invoice: $_______________

Attach itemized description of services provided.

Specific Program/Project: ____

____
Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount $______________

Previous payments $______________

Current request $______________

Balance remaining $______________

Approved for Payment by: _________________________ Date: ________________________

Authorized Signature (Required)___________________________

EXHIBIT D

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

PRR Consultant Services Agreement

Final Audit Report 2022-12-12

Created:	2022-12-09
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0eOB5cT3q_sFw0Z9iqIH8dXduFHh4tT6

"PRR Consultant Services Agreement" History

Document created by Michelle Kang (mkang@kenmorewa.gov)
2022-12-09 - 10:22:32 PM GMT

Document emailed to rkarlinsey@kenmorewa.gov for signature
2022-12-09 - 10:24:10 PM GMT

Email viewed by rkarlinsey@kenmorewa.gov
2022-12-09 - 11:21:44 PM GMT

Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
2022-12-09 - 11:22:31 PM GMT

Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-12-09 - 11:22:33 PM GMT - Time Source: server

Document emailed to bhoughton@prrbiz.com for signature
2022-12-09 - 11:22:35 PM GMT

Email viewed by bhoughton@prrbiz.com
2022-12-10 - 4:50:27 PM GMT

Signer bhoughton@prrbiz.com entered name at signing as Keri Shoemaker
2022-12-11 - 8:26:30 PM GMT

Document e-signed by Keri Shoemaker (bhoughton@prrbiz.com)
Signature Date: 2022-12-11 - 8:26:32 PM GMT - Time Source: server

Document emailed to Dawn Reitan (dreitan@insleebest.com) for signature
2022-12-11 - 8:26:34 PM GMT

Email viewed by Dawn Reitan (dreitan@insleebest.com)
2022-12-12 - 4:37:16 PM GMT

Document e-signed by Dawn Reitan (dreitan@insleebest.com)

Signature Date: 2022-12-12 - 4:37:24 PM GMT - Time Source: server

Agreement completed.

2022-12-12 - 4:37:24 PM GMT

CITY OF KENMORE CONTRACT NO. 22-C2845
AMENDMENT NO. 1
Missing Middle Housing: Analysis, Public Involvement and Code Development

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation ("City" or "Kenmore") and PRR, Inc ("Consultant"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

The Parties hereby agree as follows:

RECITALS:

A. The City and Consultant entered into an agreement, on 12/12/22, Contract 22-C2845 for the purpose of missing middle housing: analysis, public involvement and code development ("Agreement").

B. The Agreement needs to be amended to revise the scope and increase the project budget.

C. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

1. <u>Amendment.</u>

Section 1 of the Agreement, Scope of Services to be Performed by the Consultant, is hereby amended to read as follows:

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Section 2 of the Agreement, Compensation and Method of Payment is hereby amended to read as follows:

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

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

_x_ A sum not to exceed $167,000

__ Other (describe): ____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

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

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

4. **Effective date**. This Amendment shall be effective as of April 10, 2023.

DATED this 10th day of April, 2023.

CONSULTANT:

BY: ______________________________

Name: Keri Shoemaker

Title: Principal PRR, Inc

Address: 1501 Fourth Ave, Suite 550

Seattle, WA 98101

CITY OF KENMORE:

BY: ______________________________

Stephanie Lucash

Acting City Manager

Contact: Brett Houghton, Director Diversity, Equity and Inclusion/Facilitation
bhoughton@prrbiz.com

Exhibit A
City of Kenmore
Missing Middle Housing: Analysis, Public Involvement, and Code Development
Scope of Work
03 31 2023

PRR, with our partners at LDC, will **conduct analysis on appropriate Missing Middle housing** types and locations for the City, **conduct a public involvement program** to gather feedback on Missing Middle housing, **prepare a racial equity analysis report**, and **prepare zoning code amendments** for, at a minimum, cottage housing in Kenmore. Our approach will center equity.

PRR will complete the following scope of work by the end of June 2023.

General assumptions

- All meetings are virtual unless otherwise mutually agreed essential to be in person and able to comply with social distancing safety protocols
- Up to two rounds of review per deliverable
- The City of Kenmore will provide consolidated edits on all deliverables for each round of review

1. Discovery

$30,000

PRR will review existing information to inform the overall approach and recommendations.

Task	Assumptions	Deliverables	Timing
Kickoff	• Up to 5 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins	• Draft and final meeting agenda • Draft and final meeting summary	• Within 2 weeks of NTP (by December 15, 2022) COMPLETED
Audit previous findings	• PRR will review public comments from recent public meetings about duplexes and triplexes, comments from housing forum in Fall 2021, survey from summer	• High level summary, to include key themes • List of groups previously engaged and how they were engaged	• Within 2 weeks of kickoff (by December 31, 2022) COMPLETED

Task	Assumptions	Deliverables	Timing
	2021, climate action plan engagement and other relevant community input provided by the City • Summary will be informal, no more than two pages of a word document or in the body of an email	• List of groups not previously engaged with and recommendations for how to engage them	
Review existing policy and code	• Short scope and methodology for task deliverables will be developed in coordination with the City. Includes two meetings with planning consultants and City team and check-in meetings as necessary. • The meetings last 30 minutes • Existing Comprehensive Plan and code examined through an intersectional anti-racist framework • Consider duplexes, triplexes,	• Review recently adopted Vision Statement, Land Use Element, and Housing Element for current policy direction. • Review bulk standard requirements, design standards, incentives, environmental regulations, fees, infrastructure, and permit processes in the R-1, R-4, and R-6 single-family zoning districts, including draft regulations for duplexes and triplexes. • Prepare a report outlining policy or code alternatives which could provide missing middle housing opportunities on at	• Within 7-8 weeks of kickoff (by January 31, 2023) COMPLETED: • LDC elements IN PROCESS: • PRR elements: Kyana to include "Existing Comprehensive Plan and code examined through an intersectional anti-racist framework" in racial equity report

Task	Assumptions	Deliverables	Timing
	fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats. • Identify baseline measurements for considering future policy or code shifts/updates • Report outlining possible changes to policies, regulations, incentives, and permitting procedures should be no more than 5 pages in a word document • Written summary of small-scale commercial development analysis and methodology should be no more than 5 pages in a word document, with associated maps	least 30% of the lots or land area in the City primarily zoned for single-family development, including pros/cons of making code or policy changes and other jurisdictions who have taken similar actions. • Prepare analysis and map areas which could provide potential options for small-scale commercial development to improve neighborhood walkability and support missing middle housing. The analysis would include development of a methodology to be utilized in the analysis and mapping of identified areas.	

Task	Assumptions	Deliverables	Timing
	• Timeline is connected to Commerce grant requirements. Kenmore planning staff will provide support to meet the timeline or work with Commerce to extend the deadline to February 10.		
Discovery review meeting	• Up to 3 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins	• Draft and final meeting agenda • Draft and final meeting summary	• Within one week of sending summary of code review (by February 17, 2023) COMPLETED

2. Plan engagement

$15,000

PRR will create a plan to connect with community members, using a "choice points" framework. Starting from choice points leads to effective decision-making. Using a choice points framework means asking "what needs questioning" so we can determine our options, as opposed to the point of decision where all questions have been asked and answered. Good decision making is grounded in choice.

- Choice points are opportunities for leaders to pause to reflect, generate options, and enact changes that respond to community concerns and advance racial equity and inclusion.
- Identify decision-making opportunities that might have equity and inclusion impacts.
- Examine choices and unintended consequences
- The place of choice is where equity lives. The idea of choice points flows from concepts of freedom. Decision-making flows from the power to define those choices.
- Consider the system's expectations, communities' experiences, and organization's needs.
- When we connect to choice first, we are able to plot out the thought journey, and we do not rush our decisions.

- Starting with choice points builds confidence and clarity in decision-making.
- Regularly looking for opportunities to shift the status quo can create cumulative change that will help level the playing field for marginalized people].[1]

PRR will use an asset-based approach to community engagement, also referred to as a strengths-based approach. An asset-based approach identifies and leverages community strengths, contrasted with a deficit-based approach which seeks to identify needs and provides service-centered solutions. An asset-based approach affirms the voices, experiences, skills, talents, and gifts present in the community, which broadens the participation and commitment of community members, associations, services, and institutions. This approach intentionally leverages a community's strengths, pride, and contributions that builds connection among populations, increases community leadership, builds collaboration, and centers the contribution of community time and resources. Asset-based engagement is most effective for building and sustaining long-term change by developing relationships with populations and organizations who are the heart of the community.

Task	Assumptions	Deliverables	Timing
Engagement planning kickoff meeting	• One 90-minute meeting with up to three PRR staff and one LDC staff to review goals and develop plan • Workplan will include timeline and updated tactics • Team will develop more focused activities for the engagement meetings	• Clarified goal and objectives • Workplan, including activities proposed for the engagement meetings	• Within 2 weeks of delivering Discovery findings (by March 3, 2023) COMPLETED
Frame and develop messaging	• Lead with shared values and vision for future Kenmore • The messaging will be in English and Spanish	• Messaging in English • Messaging in Spanish	• Draft English messaging within 1 week of review meeting (by February 24, 2023) COMPLETED

[1] See https://www.managementcenter.org/article/using-choice-points-to-advance-racial-equity-and-inclusion/ for more on choice points. Several of these bullets are direct quotes from this article.

Task	Assumptions	Deliverables	Timing
	• Use existing comprehensive plan and middle housing messaging; use FAQs on website and answers to middle housing comments so far		• Spanish messaging within 2 weeks of approved English messaging COMPLETED
Identify who, when, and how to engage in first phase of engagement	• One 90-minute meeting with up to three PRR staff to review goals and develop plan • Identify prioritized and vulnerable populations • Use small groups to build trust and address human concerns • Current homeowner groups opposed to middle housing • Current community members supporting middle housing • PRR will work with the City to collaborate with the group currently leading CBO engagement. PRR will not engage CBOs directly. • Plan will include goals for engagement,	• List of groups to engage • Written public participation plan outlining goals for engagement, schedule for engaging groups, key concerns for each group, and group activities • Tool for evaluating results from engagement	• Within 2 weeks of review meeting (March 3, 2023) COMPLETED: • List of groups to engage IN PROGRESS: • Written public participation plan: new delivery date within two weeks of City decision about in-person event • Tool for evaluating results from engagement: expected to be delivered within written public participation plan

Task	Assumptions	Deliverables	Timing
	schedule for engaging groups, and key concerns for each group		
Engagement planning review meeting	• Up to 3 consultant team staff attend including the PM, PIC, DEI lead, and planning team members • The meeting lasts 90 mins • Team will further refine and confirm activities for the engagement meetings	• Draft and final meeting agenda • Draft and final meeting summary	• Within 1 week of completing draft plan (by March 10, 2023) COMPLETED: • Engagement planning review meeting and meeting agenda • Draft and final meeting summary

3. Public engagement

$34,000

PRR will implement elements of the Public Participation Plan. The specifics of that implementation may change based on what the team learns in discovery and determines during the engagement planning phase.

Task	Assumptions	Deliverables	Timing
Engage	• Up to 6 small group meetings, including one in Spanish • Small group meetings are virtual • Small group meetings are no more than 60 minutes long • If possible, some of the small group meetings are existing groups • Small group meetings include no more than 10 people • PRR will staff and conduct each meeting • Kenmore staff may attend some meetings to support relationship building and accountability. ○ Kenmore staff will attend as note takers. (If not, additional budget will be needed for PRR staff to take notes.) • Email summaries will outline outcomes and outstanding concerns • Final report will be no more than 5 pages in Word, not laid out or formatted	• Small group meeting agenda/outline • Schedule of meetings • Email summary of each small group meeting • Final report with summary of all meetings • One flyer in English only with Spanish language block • One flyer in Spanish	• 4 weeks to substantial completion (by end of April) • 5 weeks to fully complete (by end of May) COMPLETED: • Small group meeting agenda/outline • Schedule of meetings IN PROGRESS: • One flyer in English only with Spanish language block • One flyer in Spanish TO COME: • Email summary of each small group meeting • Final report with summary of all meetings

Task	Assumptions	Deliverables	Timing
	• PRR will create flyers for small group meetings; flyers will all use same template with updated times and locations per meeting		
Analyze	• Uses an intersectional anti-racist equity approach • Accounts for known and emerging biases, historical and current disparities, identifies vulnerable populations, those disproportionately impacted, and historically underserved. • Identifies prioritized vulnerable populations/communities • Acknowledges concerns of all community members • Report is no more than five pages • Report will be in Word	• Report with recommendations for future engagement	• 2 weeks (completed by end of May, 2023) TO COME
Team meetings	• Up to 2 staff attend meetings biweekly to review engagement progress and discuss deliverables and approach; up to two additional staff will attend half of the meetings to address specific work • Meetings 30 minutes	• Up to 18 email summaries	• Throughout engagement phase IN PROGRESS
Presentation to City Council	• One PRR staff member does one in-person presentation to City Council • Up to seven slides	• One PPT slide deck	• June 12, 2023 TO COME

Task	Assumptions	Deliverables	Timing
	• Slides will be on existing PPT template		

3.c. option 3: In-person event: standalone
$30,000

Task	Assumptions	Deliverables	Timing

In-person engagement event	• Event held at public park or The Hangar
	  ○ Event up to 4 hours long
	• Up to two PRR staff
	• Up to two Kenmore staff or representatives
	• PRR to provide a notification plan and copy to advertise the event for up to two notifications; could include paid or boosted media, social media plan, blog or website copy
	  • PRR will create event flyer using small group conversation flyers as template
	• Kenmore will pay for or do all printing
	• PRR to provide table, pop-up tent, markers, flip chart paper, name tags, stickers, and sign-in sheets.
		• Event plan
		• Notification plan
		• One event summary
			• TBD to hold event, late May
			• Notification plan delivered up to one month before (TBD)
			• Event plan delivered up to 1 week before (TBD)
			• Event summary delivered up to one month after (TBD)

Task	Assumptions	Deliverables	Timing
	• Event plan will include: ○ full materials list ○ 4-5 activities centered around values-based creative visioning for Missing Middle housing; 4-5 activities which will be centered around values-based creative visioning for Missing Middle housing. Event 4-5 “stations” with different activities at each. Activities are designed to be either geared toward children, for adults, or appropriate for all ages. Activities could include: ▪ Write in one word what “home” means to you ▪ Design your own doormat ▪ Draw how you get to your house ▪ Word cloud with the		

Task	Assumptions	Deliverables	Timing
	prompt "when I dream about my community, I see…" ▪ Dot board voting with colored stickers to measure feelings ▪ Mapping tool – highlight where you would add density ▪ Listening artist (would require one fewer table station) ▪ Small breakout groups: participants pretend to be Kenmore's planning committee and they must design the community and show how they would incorporate Missing		

Task	Assumptions	Deliverables	Timing
	Middle Housing. Requires butcher paper and printed images of things like apartment buildings, duplexes, parks, and more. • Kenmore to provide table visiting incentives such as edible treats or swag items • Event summary will include graphics and event outcomes • Event summary will be up to three pages		

4. Racial Equity Report

$21,000

Task	Assumptions	Deliverables	Timing
Racial equity report kickoff meeting	• One 90-minute meeting with up to three PRR staff to review goals and develop plan	• Email summary	• (by February 10, 2023) COMPLETED: • Racial equity report kickoff meeting • Email summary

Task	Assumptions	Deliverables	Timing

The report	• Uses an intersectional anti-racist equity approach
	• Centers most vulnerable populations
	• Leads from an asset-based strengths analysis that supports communities' ability to thrive in place
	• City already has done some analyses of equity issues
		• Report to incorporate:
		  • Review of previous analyses, supplemented, as needed, by additional analysis of disparities and impacts
		  • Opportunities and barriers at multiple levels: community, jurisdiction, and program
		  • Recommendations for Comprehensive Plan (if necessary) or missing middle housing regulations, especially focused on displacement concerns
			• Draft 1 by May 5, 2023
			• Final by June 15, 2023
			TO COME

Racial equity report review meetings	• One at draft • One at final	• Up to 2 email summaries	• May 8, 2023 • May 30, 2023 TO COME
Presentation to DEIA Advisory Committee	• One one-hour presentation with up to two PRR staff will attend in-person meeting in Kenmore • One introductory email to DEIA Advisory Committee • Meeting will result in feedback to incorporate in plan	• One PPT slide deck • Materials for Committee • One summary email to City staff	• April 20, 2023 TO COME

Task	Assumptions	Deliverables	Timing
	and questions PRR staff needs to answer		
Presentation to City Council	• One PRR staff member does one in-person presentation to City Council • Up to seven slides • Slides will be on existing PPT template	• One PPT slide deck	• June 12, 2023 TO COME

5. Zoning code amendments
$30,000

Task	Assumptions	Deliverables	Timing
Middle Housing Code Development	• Early public engagement will inform the focus for code development • One LDC staff member does a presentation with the city council. Includes preparation of meeting materials • One LDC staff member meets with city staff every two weeks as the code is being developed and taken through the legislative process • Consultants will review drafts with City team • Example middle housing ordinance codes and best practices can be used with staff and elected officials to highlight code options that will work best for the City of Kenmore • The City and LDC will agree on the scope and options for what code changes are	• Examples of relevant middle housing ordinance codes and best practices. • Visual examples of middle housing. • Review existing code and prepare draft code outline to demonstrate code sections which would need to be amended and developed. • Draft code changes	• Five months (February 1, 2023, to June 15, 2023) TO COME

Task	Assumptions	Deliverables	Timing
	possible in the scope and budget for this project • If additional middle housing code development is needed, the cottage housing code update may be scaled back • Visual examples of middle housing can be used with staff and elected officials to highlight code options that will work best for the City of Kenmore • Consultants will coordinate with city team to develop code development schedule		

6. Project Administration

$ 7,000

Task	Assumptions	Deliverables	Timing
Invoicing and progress reporting	• Project begins in late December 2022 and ends by June 30, 2023 • Invoices will be cross-coded to match Commerce grant deliverables: ○ PRR to design and develop unique progress report system	• Up to 7 invoices and progress reports	• Monthly COMPLETED: • PRR to design and develop unique progress report system to adhere to Commerce grant task identifiers • 3 invoices for work in

Task	Assumptions	Deliverables	Timing
	to adhere to Commerce grant task identifiers • The City will provide Commerce grant task identifiers at contract signing		December, January, and February TO COME: • 4 invoices for work in March, April, May, and June
Final project summary		• 1 draft project summary • 1 final project summary	• Prior to final invoice TO COME

City Council Business Agenda Item
City of Kenmore, WA

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Subject/Topic:

City Hall Veterans Memorial Proposal: Review and Recommendation

Proposed Council Action/Motion:

1. Council motion approving the Veterans Memorial Proposal submitted by the Kenmore Historical Society.
2. Council motion authorizing the City Manager to execute any necessary agreements with the Kenmore Historical Society.
3. Council motion authorizing up to $4,000 of City funds (if needed) as matching funds for memorial expenditures (such as design, fabrication, and installation).

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For Council Meeting Agenda of: April 10, 2023

Department: Community Development

Prepared by: Debbie Bent, Community Development Director

Initial & Date
Approved by Department Head: DB, 3/30/23
Approved by City Attorney: N/A
Approved by Finance Director: N/A
Approved by City Manager: SLL, 4/4/23

Exhibits/Attachments:

1) Veterans Memorial submittal, review, and selection criteria.
2) City's donation policy Ordinance 19-0942
3) Kenmore Historical Society
   a. 1/16/23 e-mail from Suzanne Greathouse
   b. Kenmore Historical Society Donation Proposal
4) Veterans Tribute for Kenmore
   a. 2/28/23 e-mail from Stacey Valenzuela
   b. Image of veterans memorial
   c. Image of veterans memorial
   d. Image of city hall location

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INFORMATION/BACKGROUND:

At the 4/10/23 Council meeting, staff will review the two proposals submitted for a Veterans Memorial at City Hall. Staff recommends Council approves the proposal submitted by the Kenmore Historical Society (see Attachment #3a and #3b).

Two groups, the Kenmore Historical Society represented by Suzanne Greathouse and the Veterans Tribute for Kenmore represented by Stacey Valenzuela, approached the City about donating a veterans memorial for City Hall. Both groups submitted a proposal for consideration. A team of four staff (Debbie Bent, Community Development Director, Stephanie Lucash, Deputy City Manager, Jennifer Gordon Public Works Operations Director and Jeff Durant, Kenmore Police Officer, and former veteran) reviewed the proposals. The team agreed that the proposal submitted by the Kenmore Historical Society best met the selection criteria in terms of appropriateness of design, level of veteran involvement and proposed funding.

Criteria	Kenmore Historical Society	Veterans Tribute for Kenmore
Appropriateness of the proposed memorial design for the selected city hall location. How the memorial harmonizes with city hall architecture The memorial scale/dimensions in relation to its surroundings Functionality of the materials and design for maintenance and safety Accessibility to view the memorial	Polished, reflective, black granite inscribed bench. The seat dimension is 48''x14"x4" on a pedestal dimension of 42"x8"x14". The weight of the memorial is 650 pounds installed by crane. Inscriptions on the bench and pedestal. Anti-graffiti coating optional. Proposed location on the plaza/deck outside the council chambers at the opposite end to the flags. Visible from City Hall entry and accessible via the ADA ramp.	Two concept images submitted. Black granite inscribed monument, 4' wide, 6' high and 6" wide. One image also includes a black granite bench. Proposed location on the lawn area on the south side of City Hall, 2-3 feet from the dogwood trees. Visible from the street. Accessible from the pathway adjacent to the lawn area.
Level of veteran involvement in memorial design/selection. Proposed approach to veteran involvement Proposed criteria proposed to be used by veterans for memorial selection	Committee of four veterans who engaged with individual veterans and veterans groups. The committee developed design criteria for selecting the bench. Reviewed local memorial examples (including the Legends Bench at Rhododendron Park) and other regionally and nationally respected memorials in Washington DC. Evaluated options at Marenakos Rock Center, Quiring Monuments and Worthington Monuments.	A committee, including three veterans who engaged with individual veterans, and veterans groups. Two concepts designed by a veteran were reviewed by the committee and other veterans.
Amount/percentage of proposed funds to be	$8,118.77 estimated for the bench, inscription and installation which has already been raised by the veterans and community members.	$30,000-$35,000 estimated for memorial design and installation. Grants for $28,000 to $30,000. City matching funds

raised by veterans and community members. Fundraising approach and timeline for fundraising the proposed amount.	Additional cost for adding anti-graffiti coating. No matching City funds requested. Installation estimated within 90 days from approval. Installation date coordinated with City. Dedication date to be coordinated with the City.	$4,000. Fundraising events for the remainder. Grant applications and fundraising February through September. Place order for memorial June-October. Installation October. Dedication ceremony November.

Timeline:

- 1/10/23: City staff provided both groups with information (see Attachment #1) that outlined the expectations for a City contribution and veterans group contribution for the veterans memorial plus the criteria for proposal submittal, review and selection. Both groups submitted a proposal. A copy of the City's donation policy Ordinance 19-0942 was also provided to both groups.
- 1/16/23: Kenmore Historical Society submitted a proposal (see Attachments #3a and #3b).
- 2/28/23: Veterans Tribute for Kenmore submitted a proposal (see Attachments #4a to 4d).
- 3/15/23: the City staff review team met to review the proposals.

FISCAL CONSIDERATION:

The information provided to both groups noted availability of a City financial contribution of up to $4,000 to match funds raised by community members for memorial expenditures (such as design, fabrication, and installation). City matching funds would be provided following a request for reimbursement based on actual expenditures. The proposal by the Kenmore Historical Society does not request City funds. The proposal by the Veterans Tribute for Kenmore includes a request for $4,000 of City funds.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2023-2024 Council Priorities: #9 foster community engagement and participation

Veterans Memorial Proposal

Kenmore City Hall

Introduction: Two independent groups of veterans are interested in proposing and donating a Veterans Memorial to the City of Kenmore. The contact and lead for one group is Stacey Valenzuela and the contact and lead for the other group is led by Suzanne Greathouse representing the Kenmore Historical Society. Debbie Bent, Community Development Director is the city staff liaison and point of contact for the project. Based on the proposal submittal criteria and selection process outlined below, one proposal will be selected by the City Council.

City Contribution:

- Providing a location at City Hall for a future veteran's memorial at either: 1. the outdoor deck area on the southside of city hall; or 2. the grass area on the south side of city hall.
- A city financial contribution of up to $4,000 to match funds raised by community members for memorial expenditures (such as design, fabrication, and installation). City matching funds will be provided following a request for reimbursement based on actual expenditures.
- Ensuring compliance with the City's donation policy Ordinance 19-0942 (attached).
- Permit review for any City required permits. The city will pay the cost of permit fees.
- Oversight and coordination of memorial installation.
- Providing information on the City's website and or other social media outlets *if* a memorial dedication ceremony is proposed and led by the veterans group. Coordination of date/time for dedication ceremony.
- On-going maintenance following installation.

Veterans Contribution:

- Lead, manage, and procure fundraising.
- Provide evidence of outreach and involvement with local veterans (individuals and/or groups).
- Conduct research and provide a written proposal that addresses the veteran's memorial proposal submittal criteria below.
- Obtain any required permits.
- Coordination of memorial installation with City staff.
- Optional: lead the organization of a dedication ceremony.
- Donating the memorial to the City following installation in accordance with the City's donation policy Ordinance 19-0492.

Veterans Memorial Proposal: Submittal Criteria:

A written proposal must be submitted by 5 pm on February 28, 2023, date that addresses the submittal criteria below. Proposals must be submitted via email to Debbie Bent dbent@kenmorewa.gov or mailed and received at City Hall 18120 68th Ave NE, Kenmore, WA

1. Identify the specific city hall location on the outdoor deck or grass area and reasons for selecting the location.
2. Provide information on how veterans will be involved in memorial design/selection.
3. Provide information on what criteria veterans will use to select the memorial.
4. Provide photographs or other information that illustrate the proposed memorial design. Include information on size, dimensions, materials, proposed inscriptions, method of installation/attachment.
5. Provide information on proposed memorial cost, fundraising schedule and proposed fundraising outreach.
6. Provide a preliminary schedule for memorial purchase, installation, dedication.
7. Provide information on any required conditions or restrictions for donating the memorial.
8. Provide information/details on a dedication ceremony (dedication ceremony is optional)

Criteria for Selection:

1. **Appropriateness of the proposed memorial design for the selected city hall location**.
    - How the memorial harmonizes with city hall architecture
    - The memorial scale/dimensions in relation to its surroundings
    - Functionality of the materials and design for maintenance and safety
    - Accessibility to view the memorial

2. **Level of veteran involvement in memorial design/selection**.
    - Proposed approach to veteran involvement
    - Proposed criteria proposed to be used by veterans for memorial selection

3. **Amount/percentage of proposed funds to be raised by veterans and community members**.
    - Fundraising approach and timeline for fundraising the proposed amount.

Veterans Memorial Proposal: Selection Process:

Event	Date
Proposal submittal due date	February 28, 2023
City staff committee including City Manager, Public Works Operations Director, and Community Development Director and complete evaluation of written proposals	March 14, 2023
Staff committee provides a recommendation to Council. Council selects a proposal, approves funding up to $4,000, authorizes the City Manager to execute any agreements with the veteran's group.	March 27, 2023
Execute a Memorandum of Understanding with the selected veteran's group	April 17, 2023
Memorial installation	To be determined
Memorial dedication ceremony	To be determined

Council approval of an ordinance accepting donation of the memorial if the cost exceeds $10,000	To be determined

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 19-0492

AN ORDINANCE OF THE CITY COUNCIL OF KENMORE, WASHINGTON, ADOPTING THE CITY OF KENMORE DONATION AND GIFT ACCEPTANCE POLICY.

WHEREAS, the City of Kenmore does not have a policy in place regarding the timely processing of small donations; and

WHEREAS, the City Council wishes to work in an orderly and efficient manner; and

WHEREAS, the City Manager is capable of approving small donations in an expedited and efficient manner, and the City Council desires to delegate and authorize the City Manager to accept and process such donations;

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

Section 1. Policy Adopted. The City Council approves and adopts the City of Kenmore Donation and Gift Acceptance Policy, as set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 2. 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.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 17th DAY OF June, 2019.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 6/17/19
PASSED BY THE CITY COUNCIL: 6/17/19
ORDINANCE NO.: 19-0492
DATE OF PUBLICATION: 6/20/19
EFFECTIVE DATE: 6/25/19

Exhibit A

City of Kenmore
Donation and Gift Acceptance Policy

Purpose

The purpose of this policy is to set forth a process and procedures through which the City can accept donations pursuant to RCW 35A.11.040 and RCW 35.21.100 in a timely and efficient manner.

Definitions

Donation(s) or Gift(s) – For purposes of this policy is defined as any monetary or nonmonetary gift, grant, devise or bequest to the city of Kenmore.

Authority

The City Council hereby authorizes the City Manager, or designee, to accept and approve donations to the City that:

1. Are consistent with City interests as defined in this policy;
2. Do not exceed ten thousand dollars ($10,000) in value; and
3. Meet the City's code of ethics.

If a donation exceeds ten thousand dollars ($10,000) in value, the Council retains the authority to accept and approve donations by way of ordinance.

City Interests

Donations should only be accepted when they have a purpose consistent with the City's adopted goals and objectives and are in the best interests of the public. The City must always consider the public and how the donation or any conditions attached to the donation will affect the public. All applicable laws shall be followed when accepting donations.

Accounting

The City of Kenmore finance department is responsible for depositing and administration of any donation to the City. If a donation has any restrictions attached to its use the department will be responsible for tracking use of said donation and ensuring that it is used according to the conditions of acceptance. Restricted donations or donations given for a particular purpose, if accepted, shall be deposited in the fund most closely corresponding to the purpose stated by the donor. If no such fund exists, Council may establish, by resolution, an appropriate new fund. If no terms or conditions are attached to the donation, the City may expend or use it for any municipal purpose. The finance director is authorized to establish administrative rules or guidelines to implement this policy.

Rejection of Donations

The City reserves the right to reject any donations or gifts offered to the City if they are not in the best interest of the City or the public.

From: Suzanne Greathouse
To: Debbie Bent
Subject: Veterans Memorial - KHS Submision
Date: Monday, January 16, 2023 8:06:44 AM
Attachments: City of Kenmore Memorial Proposal - KHS 1.15.23.pdf

Debbie – here is the KHS proposal.

Let me know if you have any questions or need additional information.

Warm regards,
Suzanne

Sent from Mail for Windows

From: KHSArchives
Sent: Tuesday, January 10, 2023 4:12 PM
To: Debbie Bent
Subject: Re: veterans memorial

Thank you Debbie,

I will get the proposal to you as soon as possible.

Suzanne

On Tue, Jan 10, 2023 at 4:18 PM Debbie Bent <Dbent@kenmorewa.gov> wrote:

> Hi Suzanne - Attached is the proposal criteria and also a copy of the City's donation policy for reference. Let me know if you have questions and look forward to receiving your proposal.
> Thanks – Debbie
>
> **Deborah A Bent, AICP**
> Community Development Director | City of Kenmore
> 18120 68th Ave NE | Kenmore, WA 98028
> Tel: (425) 398-8900 | Fax: (425) 481-3236
> dbent@kenmorewa.gov | www.kenmorewa.gov
>
> **From:** KHSArchives <k.h.s.archives@gmail.com>
> **Sent:** Tuesday, January 3, 2023 4:31 PM
> **To:** Debbie Bent <Dbent@kenmorewa.gov>
> **Subject:** Re: veterans memorial

This email originated from outside your organization. Be cautious of phishing attempts. Please do not click on links or open attachments unless you are confident of the source of this email and know the contents are safe.

Thanks Debbie - sounds good to me. I look forward to the process.

Suzanne

On Tue, Jan 3, 2023 at 2:48 PM Debbie Bent <Dbent@kenmorewa.gov> wrote:

> Hi Suzanne - There are two groups of veterans who have been working on potential designs for a veterans memorial at City Hall and who are interested in donating the memorial to the City. One veterans group Veterans Tribute of Kenmore led by Stacey Valenzuela and another veterans group led by you on behalf of the Kenmore Historical Society. Both groups will have the opportunity to submit a proposal to the City. Proposals will be evaluated based on evaluation/selection criteria. Following proposal review, staff will make a recommendation to the City Council for Council direction on memorial selection. I will be sending out more information on the proposal submittal requirements, selection process and schedule within the next week. In the meantime, let me know if you have questions. Thanks – Debbie
>
> **Deborah A Bent, AICP**
> Community Development Director | City of Kenmore
> 18120 68th Ave NE | Kenmore, WA 98028
> Tel: (425) 398-8900 | Fax: (425) 481-3236
> dbent@kenmorewa.gov | www.kenmorewa.gov

KENMORE HERITAGE SOCIETY DONATION PROPOSAL:

VETERANS MEMORIAL FOR THE CITY OF KENMORE

Kenmore Heritage Society is pleased to submit this proposal for the donation of a Veterans Memorial to the City of Kenmore in support of their ongoing mission to honor local Veterans.

Veterans Contribution

Per the City of Kenmore proposal request, Veterans Contribution requirements are as follows:

- Lead, manage, and procure fundraising.
- Provide evidence of outreach and involvement with local veterans (individuals and/or groups).
- Conduct research and provide a written proposal that addresses the submittal criteria.
- Obtain any required permits.
- Coordinate memorial installation with City staff.
- Optional: lead the organization of a dedication ceremony.
- Donate the memorial to the City following installation in accordance with the City's donation policy.

Requested Deliverables

- Identify the specific city hall location on the outdoor deck or grass area and reasons for selecting the location.
- Provide information on how veterans will be involved in memorial design/selection.
- Provide information on what criteria veterans will use to select the memorial.
- Provide photographs or other information that illustrate the proposed memorial design. Include information on size, dimensions, materials, proposed inscriptions, method of installation/attachment.
- Provide information on proposed memorial cost, fundraising schedule and proposed fundraising outreach.
- Provide a preliminary schedule for memorial purchase, installation, dedication.
- Provide information on any required conditions or restrictions for donating the memorial.
- Provide information/details on a dedication ceremony (dedication ceremony is optional)

Selection Criteria:

Appropriateness of the proposed memorial design for the selected city hall location.

- How the memorial harmonizes with city hall architecture
- The memorial scale/dimensions in relation to its surroundings
- Functionality of the materials and design for maintenance and safety
- Accessibility to view the memorial

Level of veteran involvement in memorial design/selection.

- Proposed approach to veteran involvement
- Proposed criteria proposed to be used by veterans for memorial selection

Amount/percentage of proposed funds to be raised by veterans and community members.

- Fundraising approach and timeline for fundraising the proposed amount.

Veterans Contribution

Kenmore Heritage Society has a track record of partnering with stakeholders to successfully plan and implement projects throughout the community. Examples include our partnership with Kenmore Camera and other community sponsors for our Fun Photo Contest, collaboration with UW Bothell and EERC on their facility and Native Plant Garden at Saint Edward Park, and partnership with Kenmore Senior Center on the annual Rhododendron Walk.

We support the approach “Nothing about us without us” and for this project, have partnered with a group of local Veterans, empowering them to lead a discussion and a process informed by their lived experiences.

- **Lead, manage, and procure fundraising** – once they Veteran Team was identified, and provided basic guidelines, they took ownership of the project, which included managing internal assignments and procuring funds.
- **Provide evidence of outreach and involvement with local veterans (individuals and/or groups)** – a core group of Veterans was identified as they reconnected during a local Veterans event. The core group engaged other veterans at various stages of the project to validate their work.
- **Conduct research and provide a written proposal that addresses the submittal criteria** – the Veterans did a significant amount of research, guided by recommendations from City of Kenmore contacts as well as Veterans Team members.
- **Obtain any required permits** – Kenmore Heritage Society will work with the City on behalf of the Veterans should permits be required.
- **Coordinate memorial installation with City staff** - Kenmore Heritage Society will partner with the Veterans to coordinate memorial installation with City staff.
- **Optional: lead the organization of a dedication ceremony** - Kenmore Heritage Society will partner with the Veterans and coordinate with City staff should a dedication ceremony be in order.
- **Donate the memorial to the City following installation in accordance with the City’s donation polic**y - Kenmore Heritage Society will work with City staff on behalf of the Veterans regarding the donation.

Requested Deliverables

- **Identify the specific city hall location on the outdoor deck or grass area and reasons for selecting the location** – the Veterans Team recommended Exhibit B: Location 2 for the memorial bench as it has the best view of the flags, is visible by visitors to City Hall and is under cover from rain and direct sunlight.
- **Provide information on how veterans will be involved in memorial design/selection –** The Veterans Team was directed to self-organize, review materials and suggestions provided by KHS and City of Kenmore contacts, conduct their own research and present their recommendations to KHS. See Exhibit A: Letter from Veterans Memorial committee which explains their process, criteria, etc.
- **Provide information on what criteria veterans will use to select the memorial –** The Team was provided location criteria by KHS and self-selected additional criteria based on their research.
- **Provide photographs or other information that illustrate the proposed memorial design. Include information on size, dimensions, materials, proposed inscriptions, method of installation/attachment.** See Exhibit B for photos of the proposed memorial and locations.
- **Provide information on proposed memorial cost, fundraising schedule and proposed fundraising outreach.** See Exhibit C a preliminary Purchase Agreement from Quiring Monuments. All funds have been raised – no additional fund raising is required.
- **Provide a preliminary schedule for memorial purchase, installation, dedication.** See Exhibit D for aa tentative schedule.
- **Provide information on any required conditions or restrictions for donating the memorial.** There are no required conditions or restrictions.
- **Provide information/details on a dedication ceremony (dedication ceremony is optional).** Should a dedication ceremony be appropriate, KHS will partner with the Team and local VFW organization to schedule.

Exhibits

Exhibit A: How veterans will be involved in memorial design/selection.

The Team was directed to self-organize, review materials and suggestions provided by KHS and City of Kenmore contacts, conduct their own research, and present their recommendation to KHS.

Letter from Veterans Memorial Committee describing their involvement once KHS requested they lead the process.

November 25, 2022

To: Suzanne Greathouse
Kenmore Historical Society

From: Kenmore Veterans' Memorial Committee: Dr. Chris Telge, Dale Walker, Robert Sours, Lou Novak

By definition, the honorable purpose for a veterans' memorial is:

REMEMBER VETERANS' SACRIFICES.

Four Kenmore veterans visited Marenakos Stone, Quiring Monuments and Worthington Monuments, and convened online to select alternative memorial designs, compatibility with Kenmore City Hall flag plaza surfaces and alternative locations thereon, stone color and finish, function, size, symbolism, aesthetics, proportions, practicality, competitive sources, cost-effectiveness, accessibility, functionality, historical or time-honored veteran memorial inscriptions, and expression of respect and reverence for the fallen. Prior to our first meeting we each researched the most respected, honored and impactful veterans' memorials in Washington D.C.

Out of 1,200 competing designs, Maya Lin's Viet Nam Veterans' Memorial design was selected and continues to overwhelm visiting veterans and their families with powerful emotion. Our committee agreed that Maya Lin's design criteria was the most powerful, respectful, peaceful, and showed the greatest reverence for each of the fallen, multiplied by 58,000 times for each of the names inscribed in the reflective mirror polished black granite wall.

The committee members evaluated dozens of natural rough stone options at Marenakos which all required costly cutting, hand polishing, sand-blasting lettering and 4-5 month minimum lead time. Even the Huckleberry Columnar Basalt natural "bench", though crudely unusual, lacked expression of refined elegance and respect deserving of fallen veterans.

The veterans then visited Rhododendron Park to inspect the Legends Bench. The consensus was that river rock, artistic design, time-consuming craftsmanship, and rough concrete mortar lacked refined elegance, lacked space for respectful inscriptions, and required costly artistic design that detracts from the memorial purpose. The reason cited for the powerful emotional impact of the Viet Nam Veterans Memorial is its "minimal simplicity strips-away all distracting representational art".

The committee members also evaluated hundreds of monumental memorials available from Quiring Monuments and Worthington Monuments. All appeared too much like tombstones and therefore aesthetically incompatible with the flag plaza. Tombstone like monuments are also susceptible to vandalism because of the leverage a tall vertical monument affords, unless cut deeply set into the existing concrete surface. All were single purpose, except the memorial benches.

Finally committee members made numerous City Hall flag plaza visits, photos, measurements and comparisons of alternative memorial locations and sizes. Each veteran expressed the pros and cons of each location: parallel to the flags within 8 feet, centered on the plaza against the railing or against the short railing above the west stairs.

The committee members all agreed that Quiring Monuments offered the best design alternative, best availability, highest quality inscription sand-blast workmanship, best installation warranty, shortest lead time and the lowest reliable installed cost.

Therefore, the Kenmore veterans agreed on the memorial design that best serves this purpose: A simple highly polished reflective black granite 48" pedestal bench inscribed with the deeply meaningful reasons for remembering our veterans' sacrifices.

The veterans' committee design criteria for choosing the memorial bench are:

- Exclusive focus on the pure purpose: Remembering Veterans' Sacrifices (strip-away all distracting artistic, egotistical, subjective, self-serving agenda)
- Inspire respectful peaceful reverence for our fallen veterans' memories
- Symbolize "Rest in Peace", by choosing this multi-purpose bench for reflection and rest
- Enduring Memory is represented in the Absolute Black Granite, the most elegant and enduring of all memorial stone.
- Reflection in polished surface creates two worlds: one we are a part of, and one we cannot be a part of, but only reflect upon.
- Purity of veterans' sacrifice is represented in the perfectly polished black surface.
- Durable and least subject to vandalism of all alternatives, yet inviting.
- Design Elegance: Beautiful, most cost-effective, simple, functional, and quickest to deliver.
- Historical: For thousands of years, Greek mausoleums had stone benches for contemplation.

The veterans committee agreed upon the following inscriptions, one for each of the four sides of the bench slab:

WE HONOR OUR VETERANS' SACRIFICES FOR OUR FREEDOM

ALL GAVE SOME, SOME GAVE ALL

AMERICA-HOME OF THE FREE BECAUSE OF THE BRAVE

FREEDOM IS NOT FREE

The pedestal base inscription agreed upon:

VETERANS'

MEMORIAL

LEST WE FORGET

The total bid for the above complete installed memorial pedestal bench by Quiring Monuments is $8,118.77. Order requires 50% down payment of $4,059.39. Artist proof will be ready in 10-14 days. Delivery is approximately 60 days after artist proof approval.

Exhibit B: photographs or other information that illustrate the proposed memorial design. Include information on size, dimensions, materials, proposed inscriptions, method of installation/attachment.

Size: Seat: 48 x14 x4, Pedestal: 42 x 8 x14. Material: Highly polished black granite. Installation: Crane, no additional anchoring required, no degradation of plaza surface. Inscriptions provided in Exhibit A.

MEMORIAL IMAGES

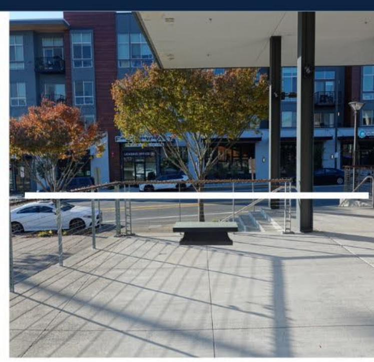
National Museum: US Air Force

Proposed Design

POSSIBLE LOCATIONS RELATIVE TO FLAGS

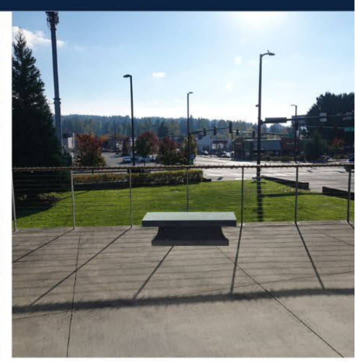
Location 1: Directly in front of flags. Flags not easily visible without looking straight up at a sharp angle.

Below view is facing away from flags.



Location 2: Opposite end of plaza from flags. Flags are easily visible. The bench is under cover, visible to visitors to City Hall.

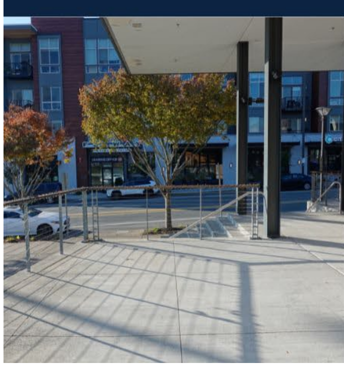
Below view is facing flags.

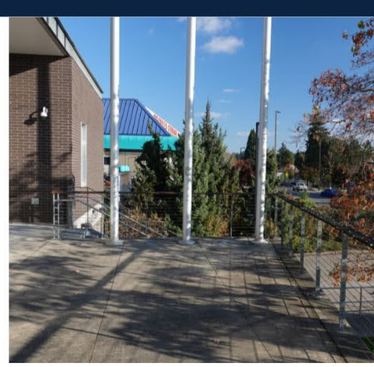


Location 3: Mid-way along plaza. The bench is centered above "Kenmore City Hall" writing on lower wall.

Below view is facing away from flags and City Hall.

↓ VIEWS FROM EACH BENCH LOCATION ↓





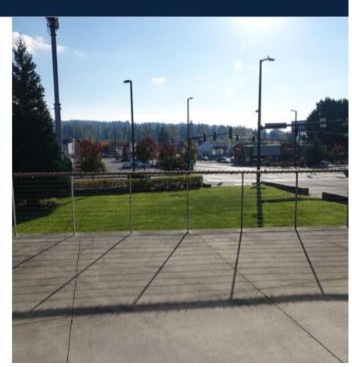


Exhibit C: Proposed memorial cost, fundraising schedule and proposed fundraising outreach. The Veterans Team has already secured funding for the memorial through socializing the project with fellow Veterans. The Kenmore Heritage Society will make up any gaps should price or scope change during the process.

11/15/22, 5:03 PM StoneSpot Print Master Order Client

KENMORE HERITAGE SOCIETY

Purchase Agreement

Order #194932 - 15 Nov 2022

Quiring Monuments, Inc.
8228 South 196th Street
Kent, WA 98032
(206) 522-8400
aprilh@monuments.com

Purchaser - Section 1 of 5

KENMORE HERITAGE SOCIETY
PO BOX 82027
206-465-8833
Kenmore, WA
98028

Ship To - Section 2 of 5

KENMORE CITY HALL
(425) 398-8900
18120 68th Ave NE
Kenmore, WA
98028

Decedent Information - Section 3 of 5

Veterans Memorial Bench

Charges - Section 4 of 5

16 Nov 2022 - Due Upon Receipt

Description	Qty	Price	Total
48 x 14 x 4 Black AP Bench Seat / 42 x 8 x 14 Pedestal	1	$6,809.00	$6,809.00
Install Standard Bench	1	$565.00	$565.00
		Subtotal:	$7,374.00
		Sales Tax:	$744.77
		Total Due:	$8,118.77

Memo

Balance Due
$8,118.77

Section 5 of 5

THIS IS NOT AN INVOICE OR PROOF. This is an acknowledgment for your records. PLEASE CHECK ALL INFORMATION CAREFULLY and advise us immediately of any error. Please note: any stock listed on the order will be released after 90 days of non-activity on order.

Exhibit D: Provide a preliminary schedule for memorial purchase, installation, dedication.

Purchase: Kenmore Heritage Society is prepared to initiate purchase of the memorial immediately upon approval by City Council.

Schedule: Per Quiring Monuments, the artist proof will be ready in 10-14 days. Delivery is approximately 60 days after artist proof approval.

Installation: Date to be coordinated with the City of Kenmore.

Dedication: Date to be coordinated with the City of Kenmore.

For questions, contact Suzanne Greathouse, President Kenmore Heritage Society: 206 465-8833

From: Stacey Valenz
To: Debbie Bent
Subject: Veteran Tribute Proposal submission for consideration Confidentiality please
Date: Tuesday, February 28, 2023 4:24:52 PM

Hi Debbie,
Below please find our group, Veterans Tribute of Kenmore, submission for Veterans Tribute for Kenmore.

All of our group artwork, contacts, phrases are protected by confidentiality and Copyright consideration as expressed in 2019-2022, statement of release requested.

It was always about our Veterans, for our group... they were included and supported in every step, every decision.

As a grandmother, daughter, sister, wife, neighbor, and friend of veterans, both sadness and motivation moved these Kenmore Love notes.
When several Veteran neighbors would mention all the other holidays and groups, were celebrated in Kenmore with Flags and Banners, except the veterans. The journey began of a Kenmore Love Note.
It hurt and disrespected our veteran neighbors, feeling that those that gave their lives to save and protect our freedom, seemed less important than having the day off. So important to our Veterans was our city hall following American Flag protocal for veteran recognition days, the POW/MIA flag flying on display on recognized days, and paying tribute to those that protected our freedom.

This manifested into surveying our veteran neighbors and families of veterans, to see if they go to surrounding city's events, level of desire of Veterans Day Ceremony in Kenmore, if they would attend, and how important a Veteran tribute was in Kenmore.

As the journey unfolded,

We were able to get the POW/MIA flag properly flying at our Kenmore US Post Office.

The city responded to our concerns with increased Flag etiquette recognizing our Veterans.

We were able to organize our first Veterans Day flag ceremony and updated the proclamation, chosen by our veterans, another Love Note with the councils approval.

We continued by starting our Veteran Tribure of Kenmore group, to pay tribute to those that served and add a place in our city, were all veterans, family, and neighbors passing by or wanting to visit a designated area standing to remember our Veterans. We had no idea a group had previously worked on this years prior.

It was always for our Veterans, by our Veterans, only with their involvement.

Our group has 3 veterans as members. We went outside our group to improve the selection of a tribute, with support and input of the local Veterans organization leaders, as well as several Veteran neighbors that gave input, and by process of elimination, viewing and adjusting with their suggestions, would like to present 2 tributes for the cities selection preference. The 3 final phases chosen by our veterans will be shared after proposal approval, and submitted to the city for final tribute decisions. Previous design submitted was eliminated by veterans and group.

Our design artist is a Veteran (3 designs), our phases (final 3 phrases), were designed and approved by Veterans, the location is chosen by the veterans, all we need is the city council and city's final approval.

We expect hundreds of local veterans and family members to be at dedication as well as to continue to appreciate and visit our Veterans Tribute.

We have 3 sources that we hope to receive financial grants to cover 80% or $28,000-$30,000, of the cost and installation. The city contribution is approx 11% or $4,000, of estimates. We plan to have a few other local events with veterans attending, to collect 10% or $3,500-$5000 in donations as well. We already have 2 local businesses expressing support. Any additional funds will go towards the flag ceremony, or local veterans group.
We expect to have these funds within 6 months of approval.

Our goal is to have the tribute in place before October, 2024 and celebrate a dedication ceremony on Veterans Day November, 2024.

We had already been up to the submission stage, when covid delayed us. We met in 2019 with Rob Karlinsey and Jennifer Gordon on location for site. Their preference of location was under the flags on the landing.

However, the Veterans priority is placement on the south side lawn of city hall, below the flag posts approximately 2 feet in front of or to the right of the 3 dogwood trees, facing the street. They feel this would be more inviting, safer, and easier access to all.

The size of our tribute is 4 feet wide by 6 feet in height and 6 inches wide black or grey granite. The base will cover another 6 inches on each side to secure in the ground. A 6 foot by 4 foot lawn area may be impacted.

We have a few estimates for design and installation with expected cost of $30,000 -$35,000.

Our Projection Time Line

Approval and chosen by City April 2023 -file for permit at approval
File for a Grants Feb-May 2023
Fundraiser August 2023
Fundraiser September 2023
Grant's October 2023 received and place order
June - October 2024 Installation
Nov 2024 dedication ceremony - Flag Ceremony with schedule as previous Flag Ceremony with taps, Proclamation, with Girl Scouts, Boy Scouts, Veterans, Mayor, and City Council,etc

We appreciate your consideration and believe that this will positively impact our veterans and neighbors that Love Kenmore.

Thank you,

Stacey Valenzuela
Veteran Tribute Kenmore

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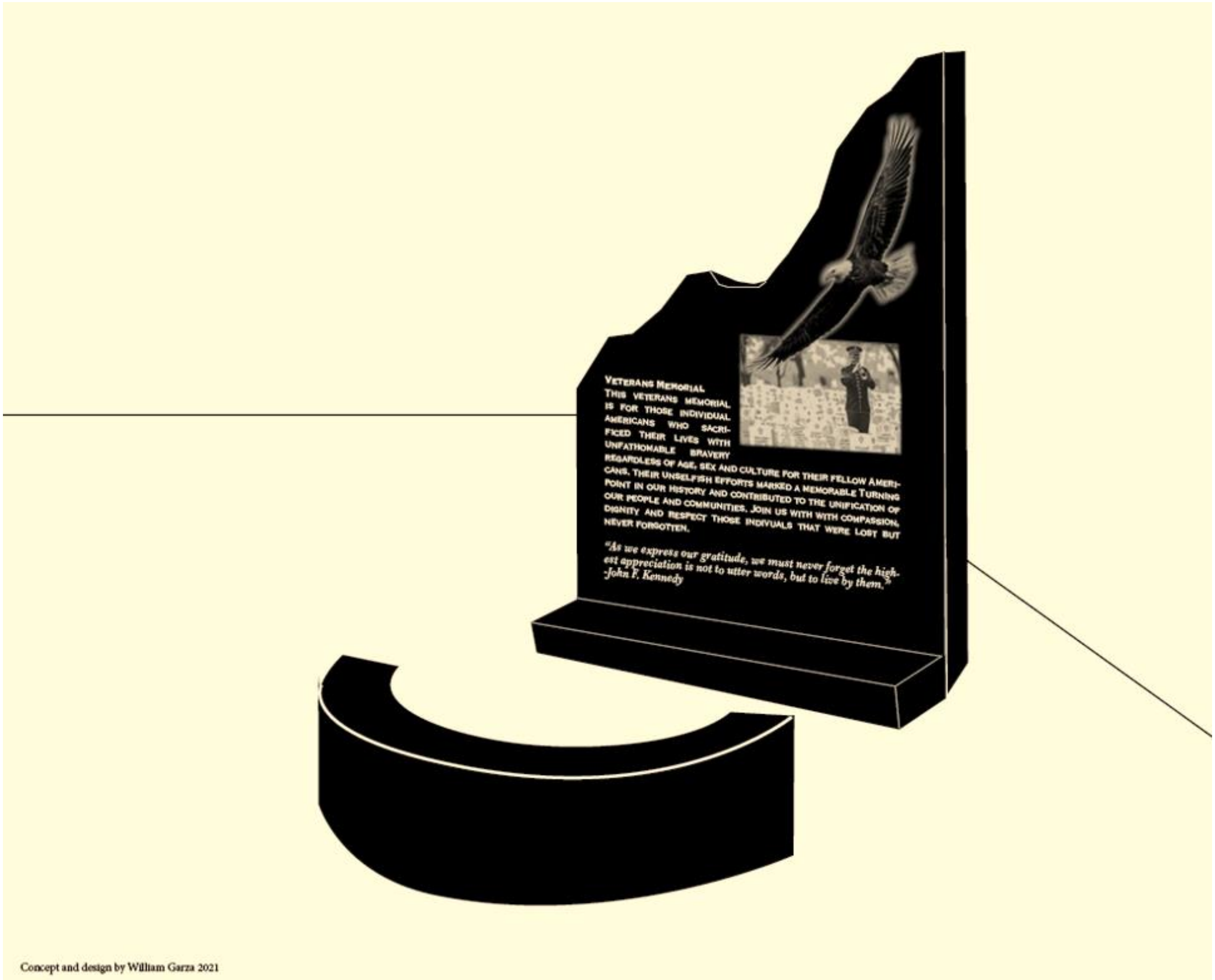
--
Plant a new Truffula. Treat it with care. Give it clean water. And feed it fresh air. We need to respect nature and our natural resources, and fight to protect them, not destroy them, because once they are gone...that might be it, there might not be any magic seeds left to rejuvenate them..Dr Suess


PAST, PRESENT
AND FUTURE
The Sacrifice of a few ensure
the freedom of the Many
Our Kenmore Community are grateful to
those who have served, are serving or will
serve in the armed forces of the United States
of America.
Whether in peace or in war, your sacrifices are
appreciated.
Kenmore memorial Concept-William Garza Creative ©2021


VETERANS MEMORIAL
THIS VETERANS MEMORIAL IS FOR THOSE INDIVIDUAL AMERICANS WHO SACRIFICED THEIR LIVES WITH UNFATHOMABLE BRAVERY REGARDLESS OF AGE, SEX AND CULTURE FOR THEIR FELLOW AMERICANS. THEIR UNSELFISH EFFORTS MARKED A MEMORABLE TURNING POINT IN OUR HISTORY AND CONTRIBUTED TO THE UNIFICATION OF OUR PEOPLE AND COMMUNITIES. JOIN US WITH WITH COMPASSION, DIGNITY AND RESPECT THOSE INDIVUALS THAT WERE LOST BUT NEVER FORGOTTEN.
"As we express our gratitude, we must never forget the highest appreciation is not to utter words, but to live by them."
-John F. Kennedy
Concept and design by William Garza 2021


CITY HALL

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

Facility alternatives for westbound 170th St between Juanita Dr / 68th Av and 72nd Av

Proposed Council Action/Motion:

Council direction on facility alternatives for 170th St between Juanita Dr / 68th Av and 72nd Av.

For Council Meeting Agenda of: 4/10/2023

Department: Engineering – Public Works

Prepared by: Tobin Bennett-Gold, Traffic Engineer

	Initial & Date
Approved by Department Head:	JFV
Approved by City Attorney:	N/A
Approved by Finance Director:	N/A
Approved by City Manager:	MM for RK

Exhibits/Attachments:
Attachment A – Scope Diagram
Attachment B – Westbound Buffered Bike Lane Conceptual Diagram

RECOMMENDATION

Council direction on facility alternatives for westbound 170th St between Juanita Dr / 68th Av and 72nd Av including:

- Consideration of new sidewalk on the north side of 170th St between Rhododendron Park and 72nd Av as part of the upcoming CIP update
- Preservation or removal of right turn lane extension east of Rhododendron Park maintenance access (formerly the time-of-day right-turn lane extension / parking lane).
- Installation of westbound buffered bike lane on the north side of 170th St connecting existing bike lane (currently ending just west of 72nd Av) to 68th Av / Juanita Dr bicycle facilities

INFORMATION/BACKGROUND:

Discussion is planned for two items affecting westbound 170th St between Juanita Dr and 72nd Av:

1) The right turn lane extension for westbound 170th St was installed in 2016, but because of shifting traffic patterns and improvements done as part of the West Sammamish Bridge project the storage added by this right turn lane may not offer as much marginal benefit as it originally did. The City has an opportunity to remove or reduce this right turn lane and repurpose the paved width for a buffered bike lane linking the existing Simonds Rd / 170th St bicycle facilities to the recently improved Juanita Dr / 68th Av bicycle facilities. This additional connection would leverage the City's investment in the Walkways and Waterways bicycle facilities by providing uninterrupted bicycle facility connections from Simonds Rd bicycle facilities to City-wide and regional bicycle facility networks, and aligns with the City's complete streets policies and the Council's priority of improving multimodal traffic safety. As part of the planned restriping of Simonds Rd this spring, the eastbound bike lane on the south side of 170th St will be extended from Juanita Dr/68th Av to 72nd Av where it currently begins,

this is an opportunity to include the proposed westbound buffered bike lane in that restriping project as well.

2) Although there are sidewalks along the south side of 170th St, there are no pedestrian facilities on the north side connecting 72nd Av to Rhododendron Park (and the greater network of pedestrian facilities accessible from there). The sidewalk project included in the City's pedestrian facilities plan for this section of 170th St is difficult to prioritize against other projects throughout the City due to the prioritization criteria established within the pedestrian facilities plan, its high cost and its competitiveness against available grants, but a lower cost pedestrian facility may be considered as an intermediate measure if the City desires to prioritize pedestrian facilities in this area more highly. A lower cost pedestrian facility could be constructed within the available space north of the existing curb (the area which is currently an unimproved footpath). The proposed sidewalk would be a minimum-width sidewalk (4 feet) along most of the length, with no landscaping buffer zone and without raising driveways to sidewalk-grade; the lower cost sidewalk would meet minimum standards for ADA criteria, but would not meet the City's standards, and would not be consistent with the 170th St cross section in the adopted 2021 Road Standards.

FISCAL CONSIDERATION:

Conversion of the right turn lane extension into a buffered bike lane connecting the existing eastbound bike lane at 72nd Av to the Juanita Dr / 68th Av intersection would cost roughly $42,000. This could be incorporated into the cost of the upcoming rechannelization and pavement marking improvement project for 68th Av and Simonds Rd corridors. There is sufficient funding in the current budget to cover this cost.

Installation of sidewalk facilities along the north side of 170th St between Rhododendron Park and 72nd Av range from $150,000 for minimum scope interim sidewalk, or $2.2 million for a fully accessible sidewalk facility. This project is not in the current budget and potential funding for this project would need to be evaluated.

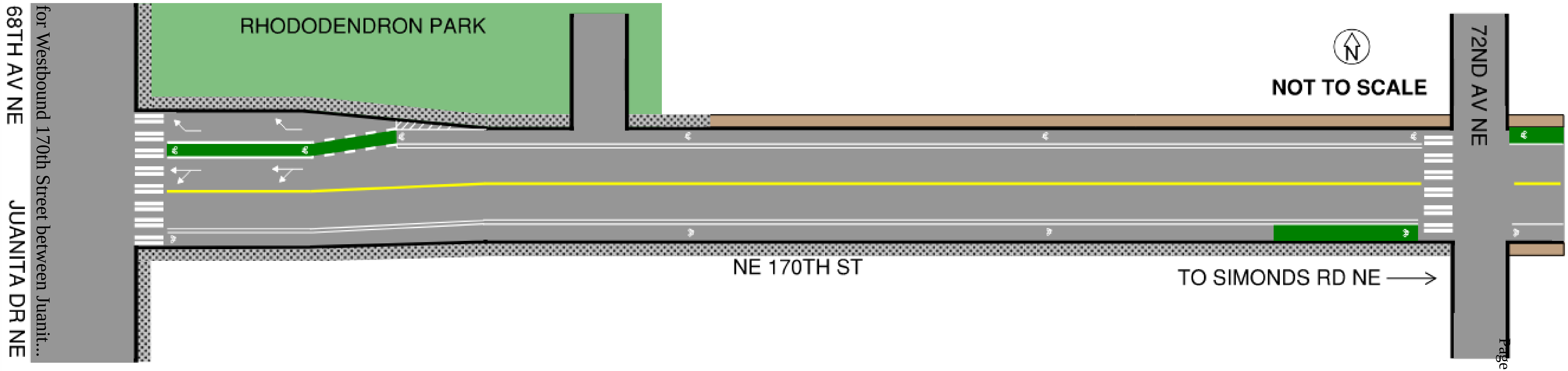
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #6: Focus on and emphasize multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.

Scope of interest for Westbound 170th St Council Discussion

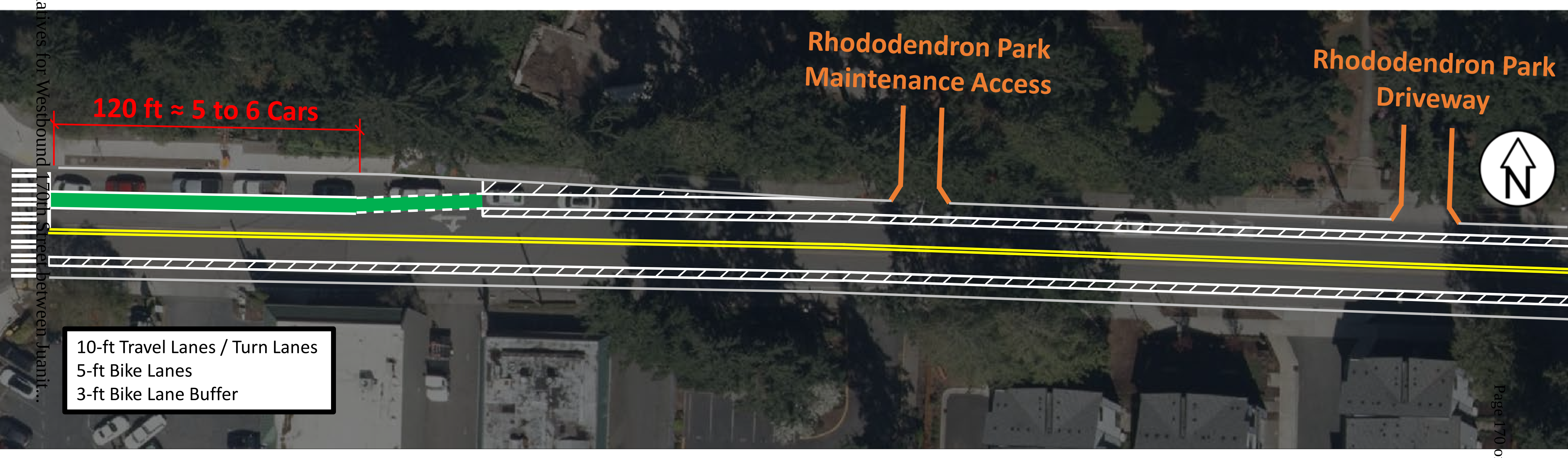
Attachment B – Westbound Buffered Bike Lane Conceptual Diagram

Diagram of buffered bike lane from 68th Av / Juanita Dr to 72nd Av



Attachment B – Westbound Buffered Bike Lane Conceptual Diagram

Aerial imagery with conceptual bike lane diagram overlay



A BRIEF OVERVIEW OF STOPPING SIGHT DISTANCE

1

Tobin

Tobin

2

WHY STREET PARKING IS PROBLEMATIC ON 170TH ST

WHAT CAN WE DO INSTEAD OF STREET PARKING

3

Tobin

John

4

WHAT DOES A CITY HAVE TO DO TO GET SIDEWALK AROUND HERE?

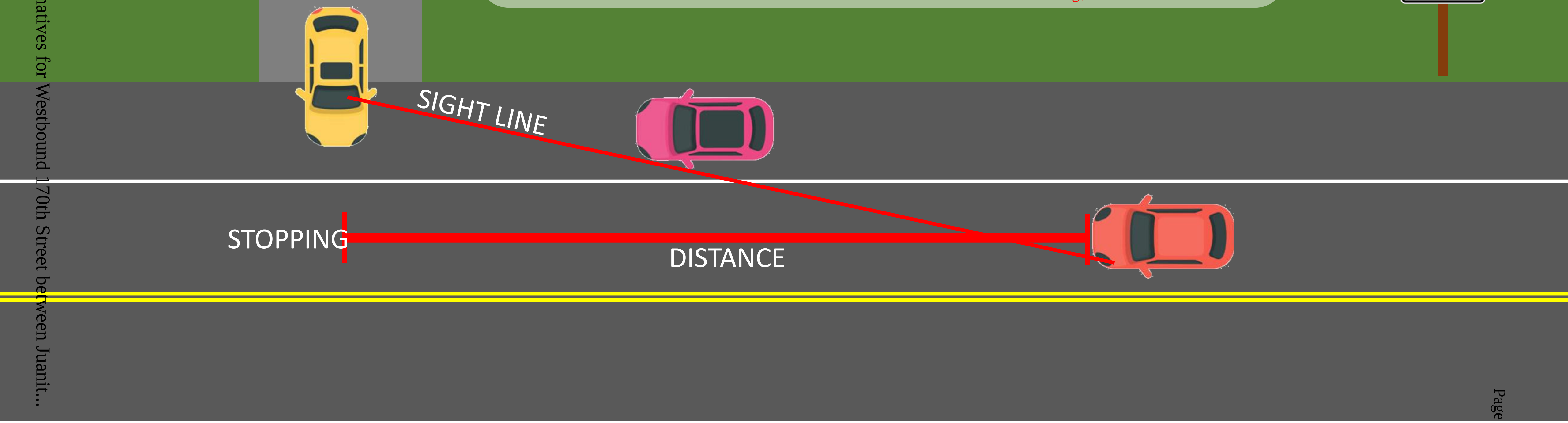
CONCEPTUAL DIAGRAM

VEHICLES AND LANE WIDTHS NOT TO SCALE

Stopping Sight Distance

- DISTANCE refers to the distance along the travel path
- SIGHT means to measure the distance from the furthest point a driver can see
- STOPPING means "is this enough distance to stop?"

IN THIS CASE THE DRIVER ENTERING TRAFFIC

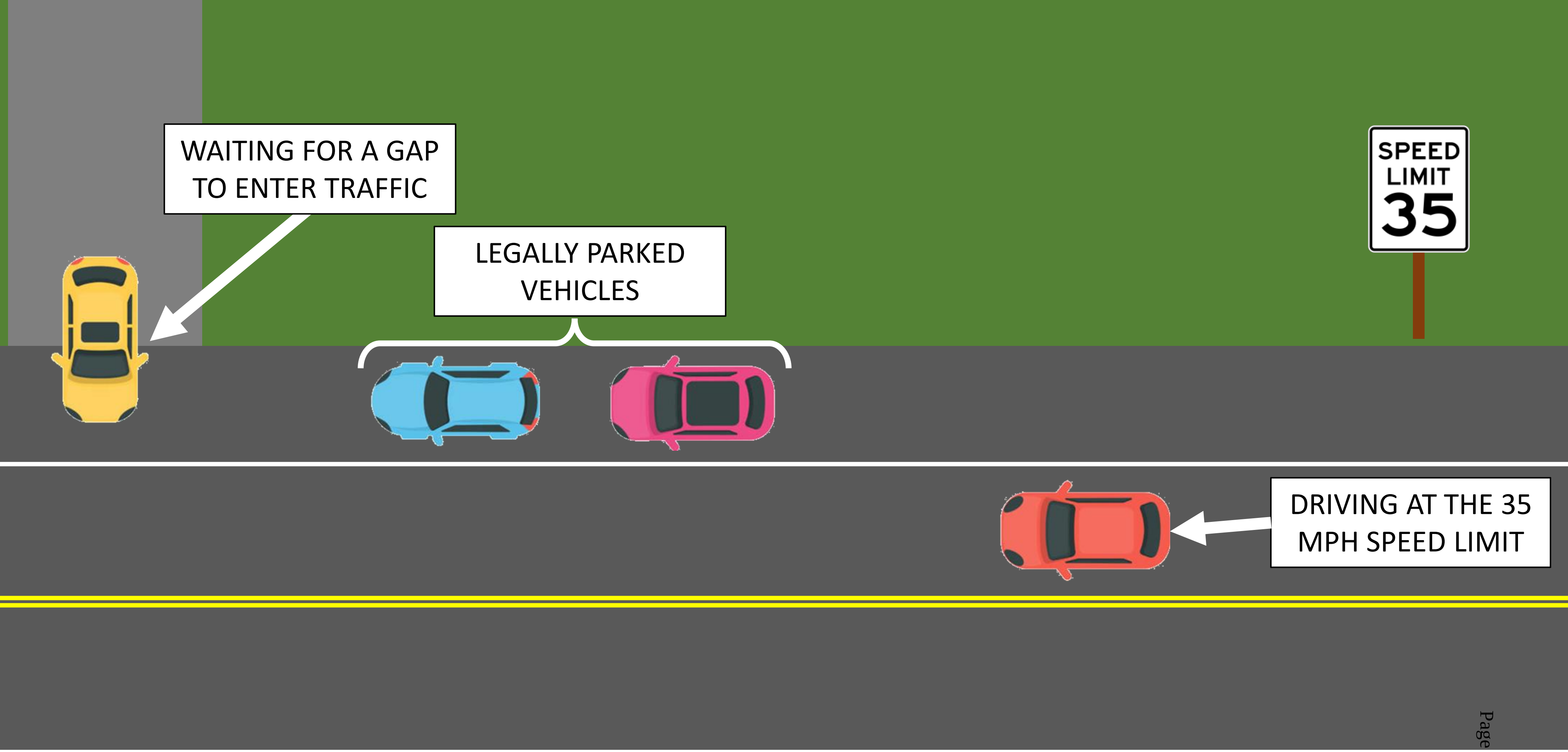


"If I want to turn into traffic and the way looks clear, is there a vehicle I can't see that's about to hit me?"

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

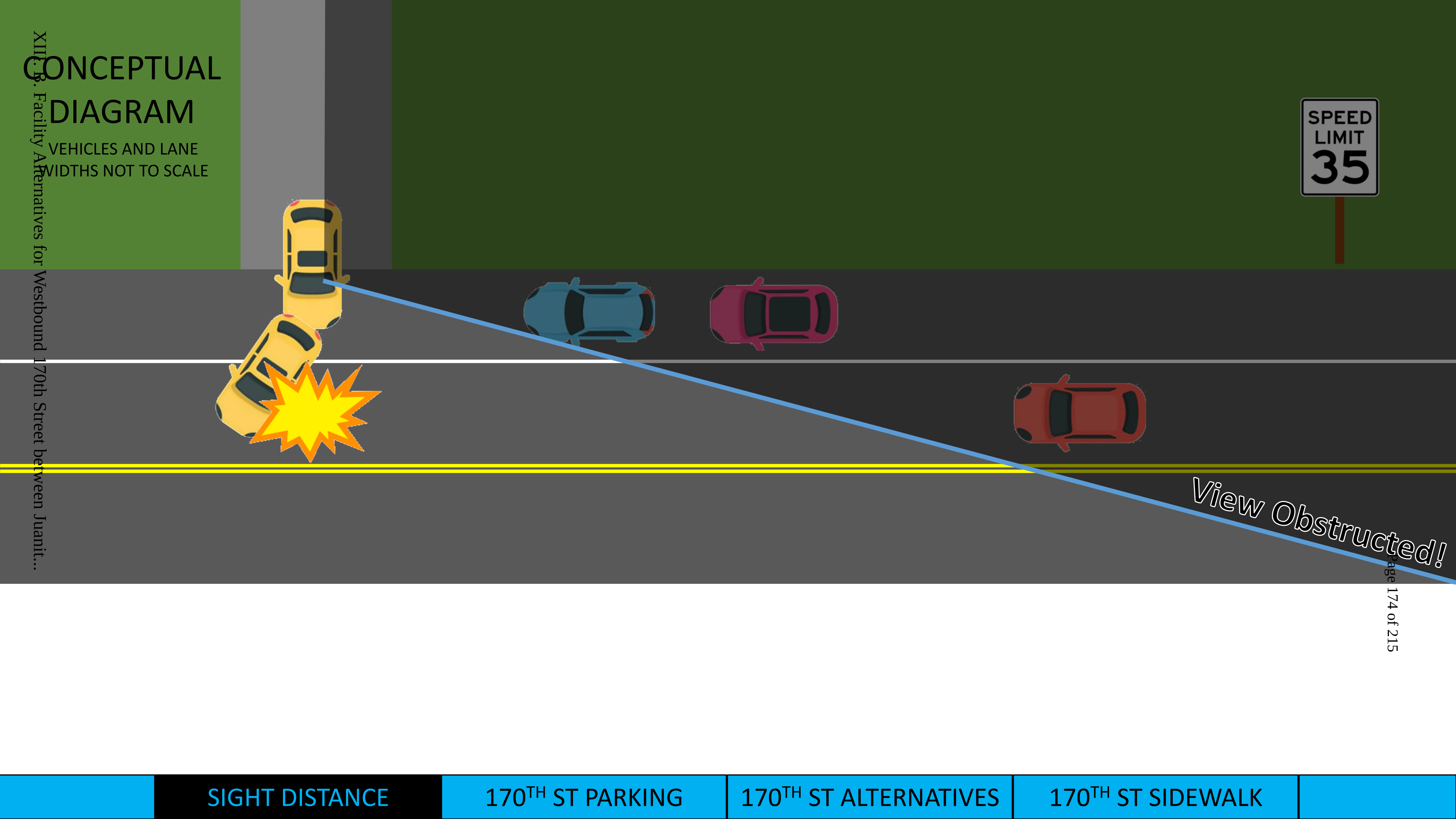
CONCEPTUAL DIAGRAM

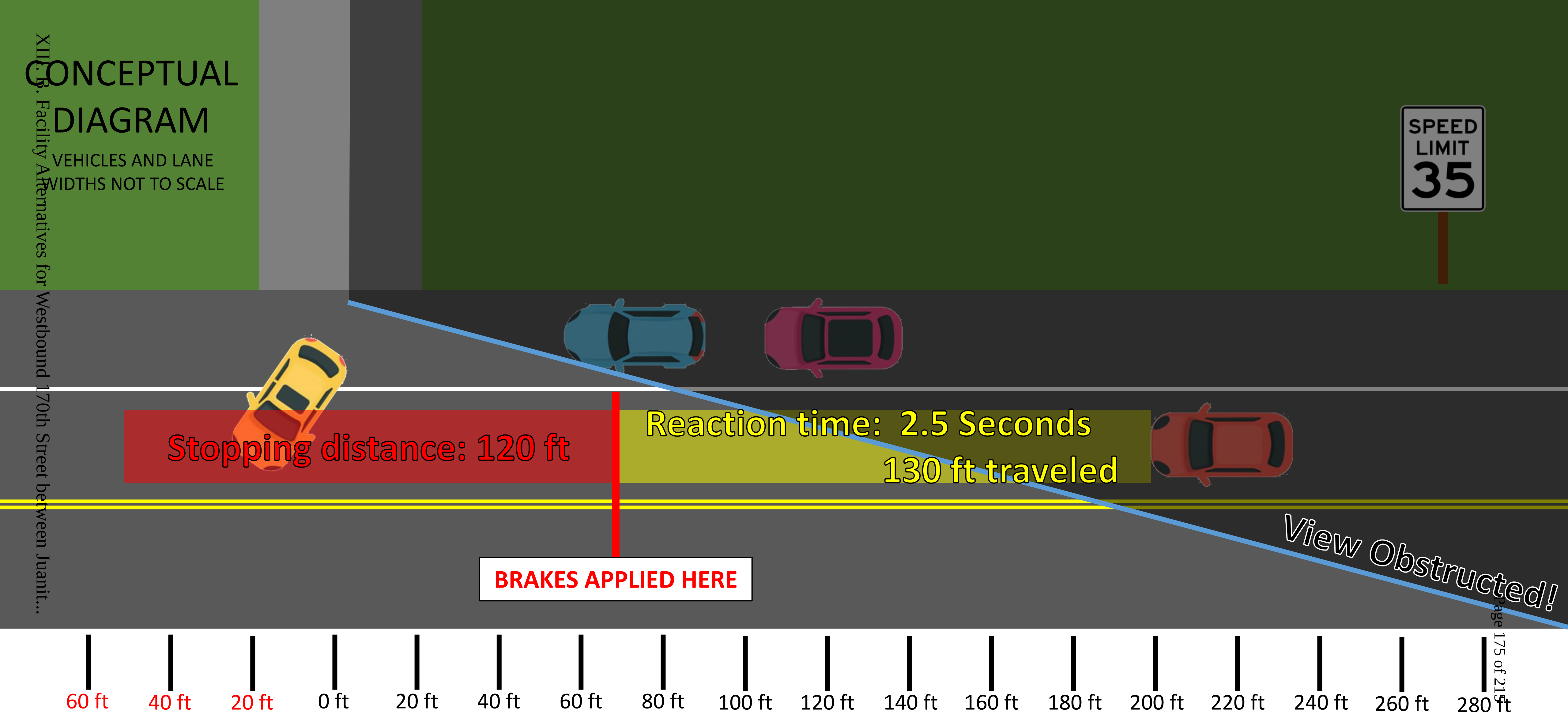
VEHICLES AND LANE WIDTHS NOT TO SCALE

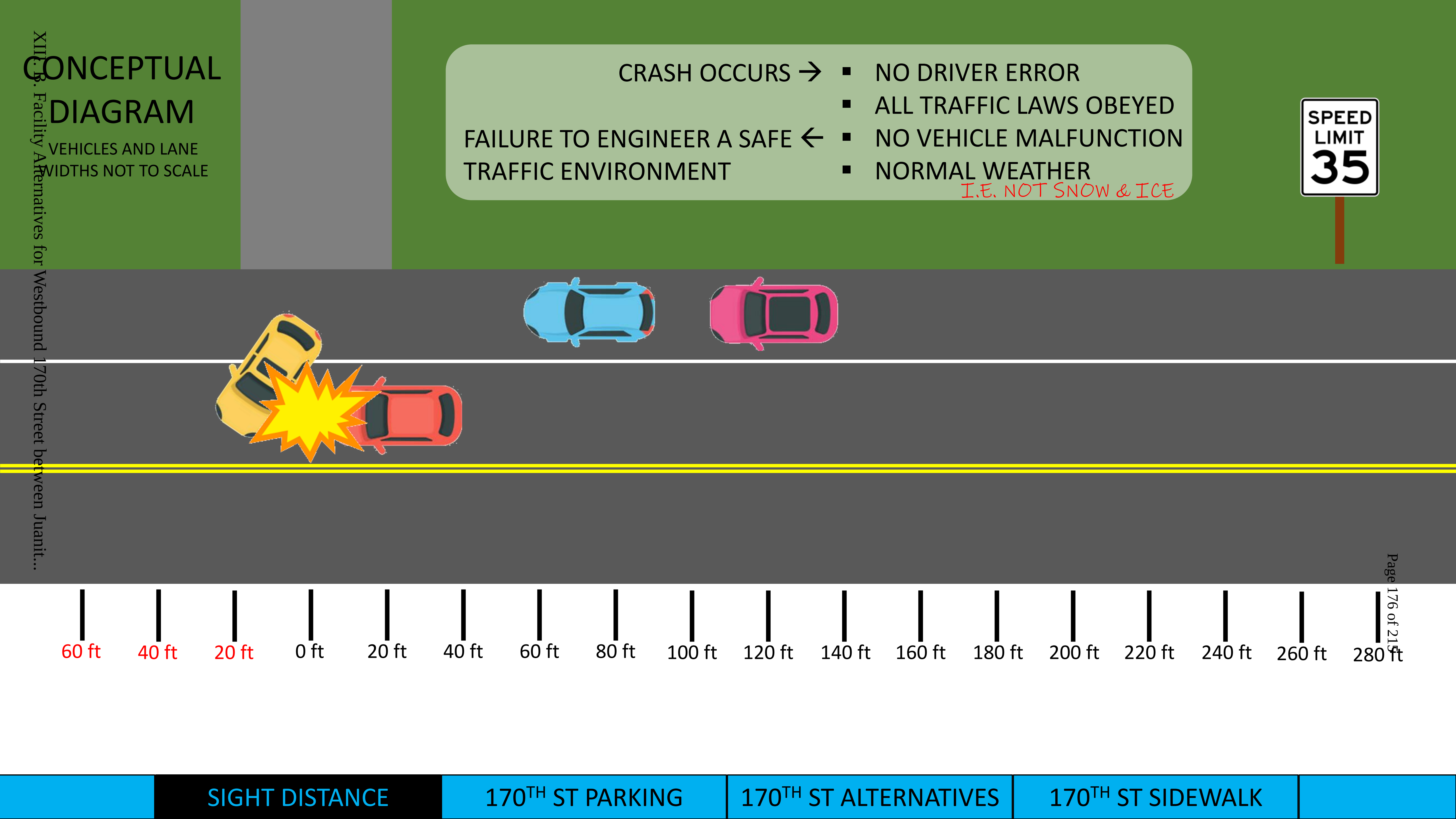


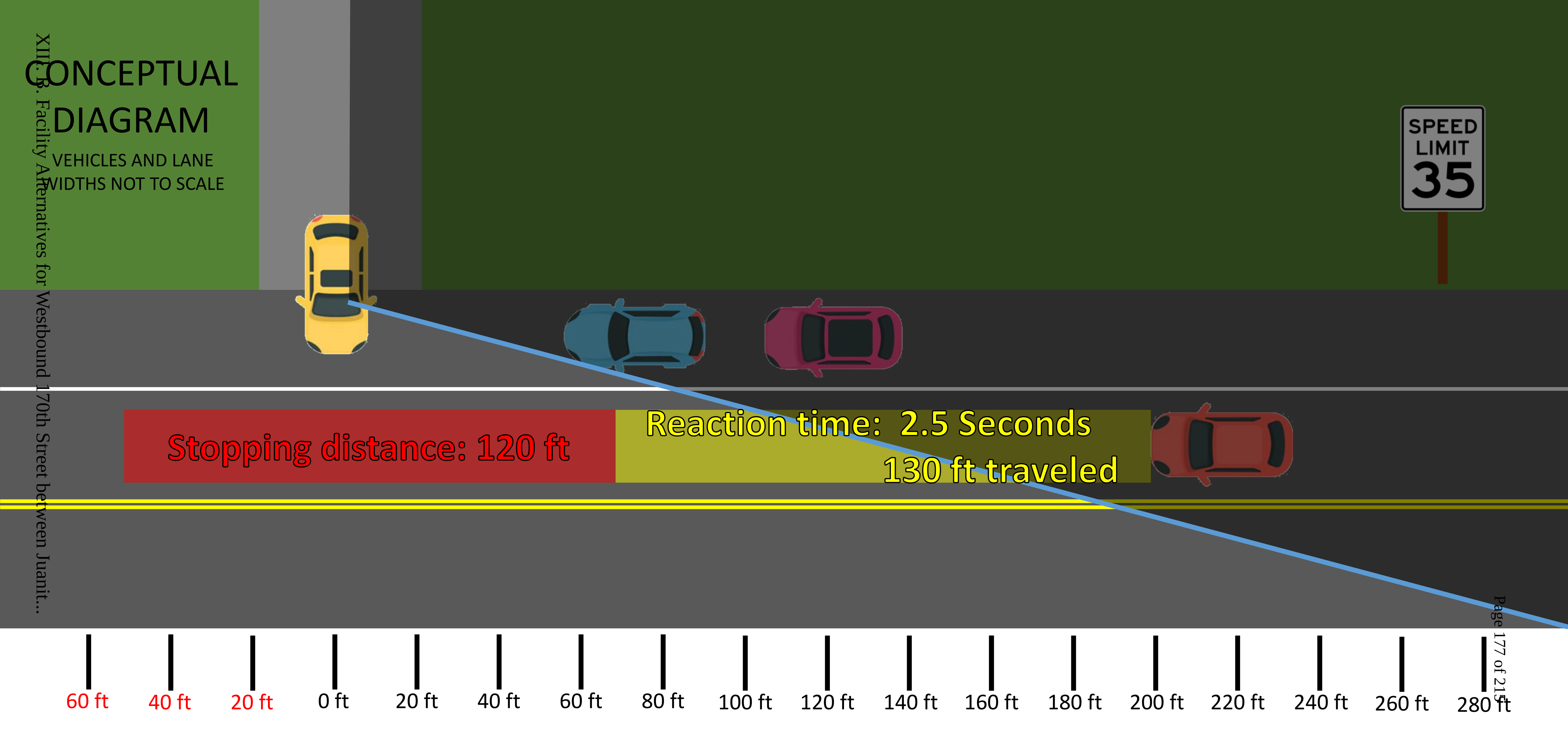
JUST A BUNCH OF WELL-BEHAVED DRIVERS, TRYING TO FOLLOW THE RULES AND KEEP EVERYONE SAFE!

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

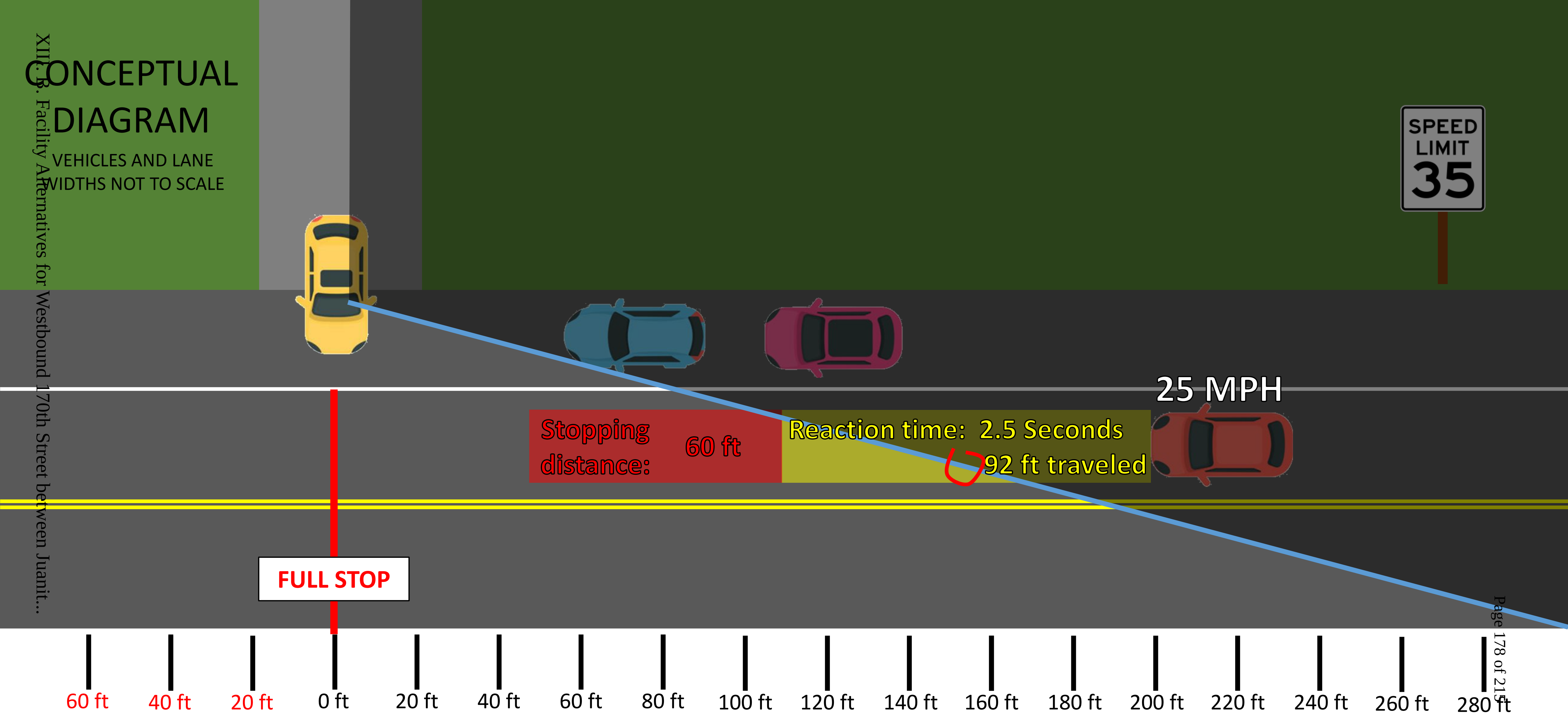

CONCEPTUAL DIAGRAM
VEHICLES AND LANE WIDTHS NOT TO SCALE
SPEED LIMIT 35
View Obstructed!
SIGHT DISTANCE
170TH ST PARKING
170TH ST ALTERNATIVES
170TH ST SIDEWALK

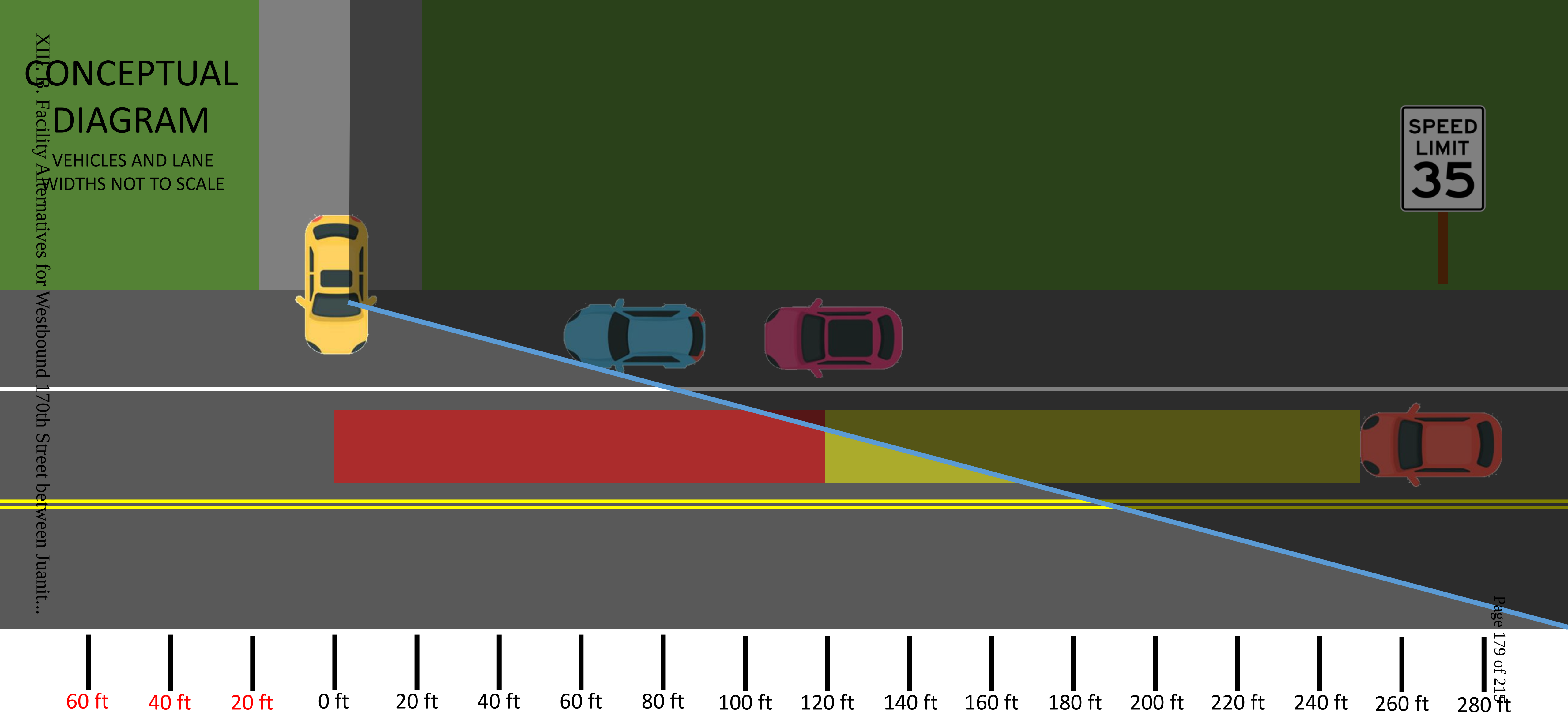

CONCEPTUAL DIAGRAM
VEHICLES AND LANE WIDTHS NOT TO SCALE
SPEED LIMIT 35
Stopping distance: 120 ft
Reaction time: 2.5 Seconds
130 ft traveled
View Obstructed!
BRAKES APPLIED HERE
60 ft
40 ft
20 ft
0 ft
20 ft
40 ft
60 ft
80 ft
100 ft
120 ft
140 ft
160 ft
180 ft
200 ft
220 ft
240 ft
260 ft
280 ft


CONCEPTUAL DIAGRAM
VEHICLES AND LANE WIDTHS NOT TO SCALE
CRASH OCCURS →
FAILURE TO ENGINEER A SAFE TRAFFIC ENVIRONMENT ←
NO DRIVER ERROR
ALL TRAFFIC LAWS OBEYED
NO VEHICLE MALFUNCTION
NORMAL WEATHER
I.E. NOT SNOW & ICE
SPEED LIMIT 35
60 ft
40 ft
20 ft
0 ft
20 ft
40 ft
60 ft
80 ft
100 ft
120 ft
140 ft
160 ft
180 ft
200 ft
220 ft
240 ft
260 ft
280 ft
SIGHT DISTANCE
170TH ST PARKING
170TH ST ALTERNATIVES
170TH ST SIDEWALK

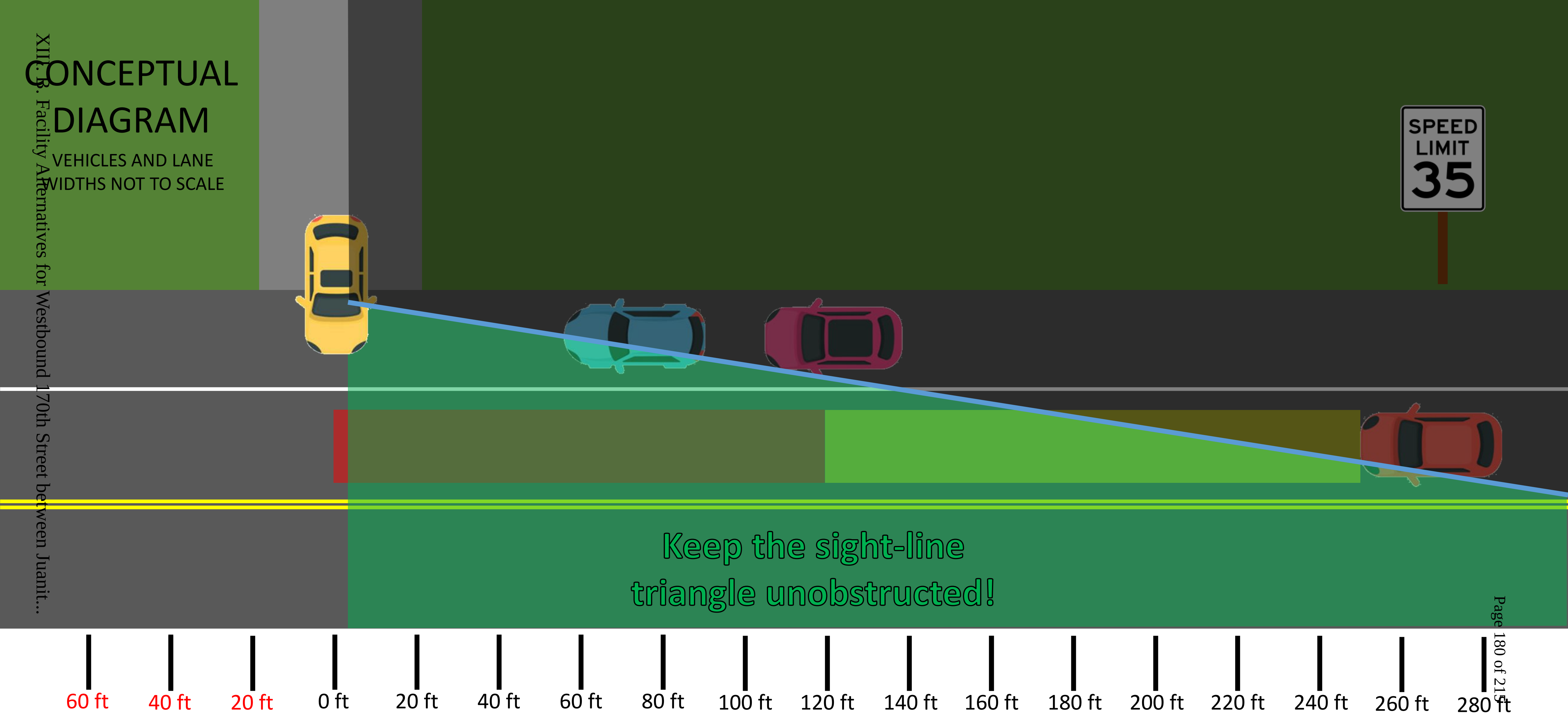


SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK


CONCEPTUAL DIAGRAM
VEHICLES AND LANE WIDTHS NOT TO SCALE
SPEED LIMIT 35
25 MPH
Stopping distance:
60 ft
Reaction time: 2.5 Seconds
92 ft traveled
FULL STOP
60 ft
40 ft
20 ft
0 ft
20 ft
40 ft
60 ft
80 ft
100 ft
120 ft
140 ft
160 ft
180 ft
200 ft
220 ft
240 ft
260 ft
280 ft

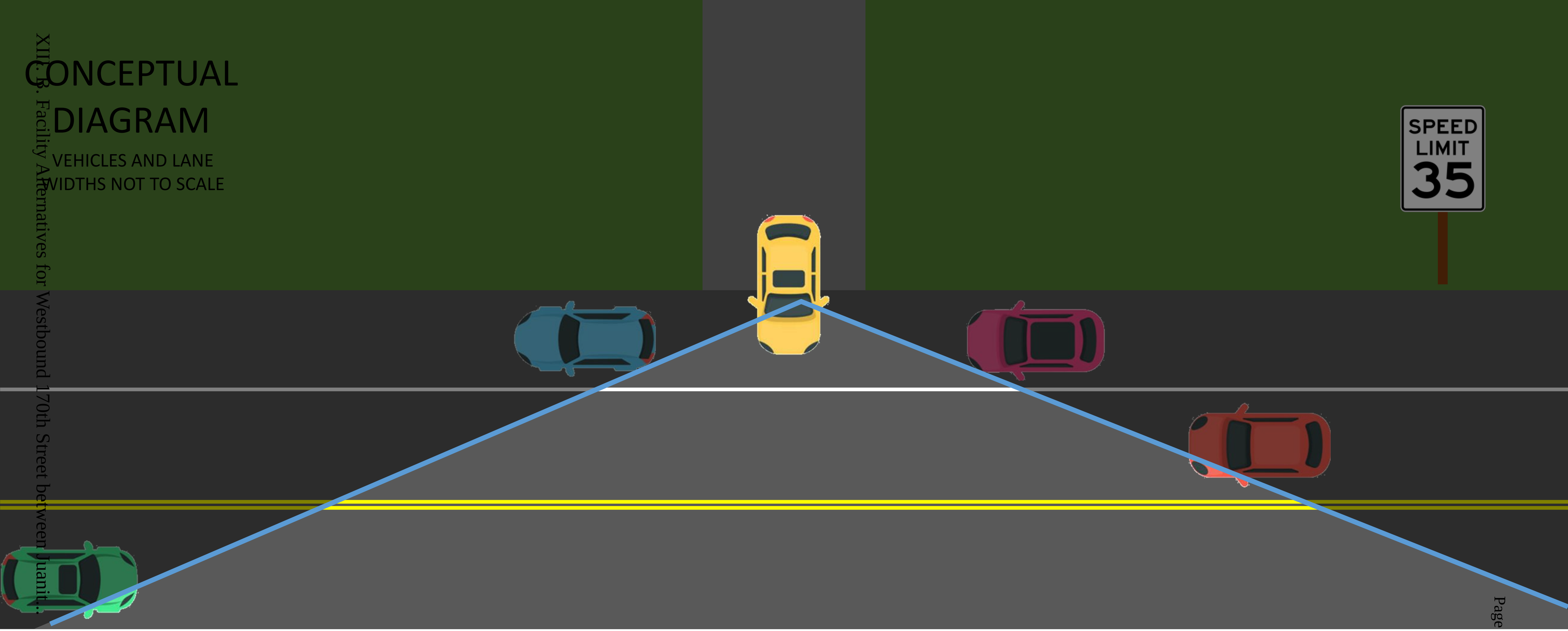


SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

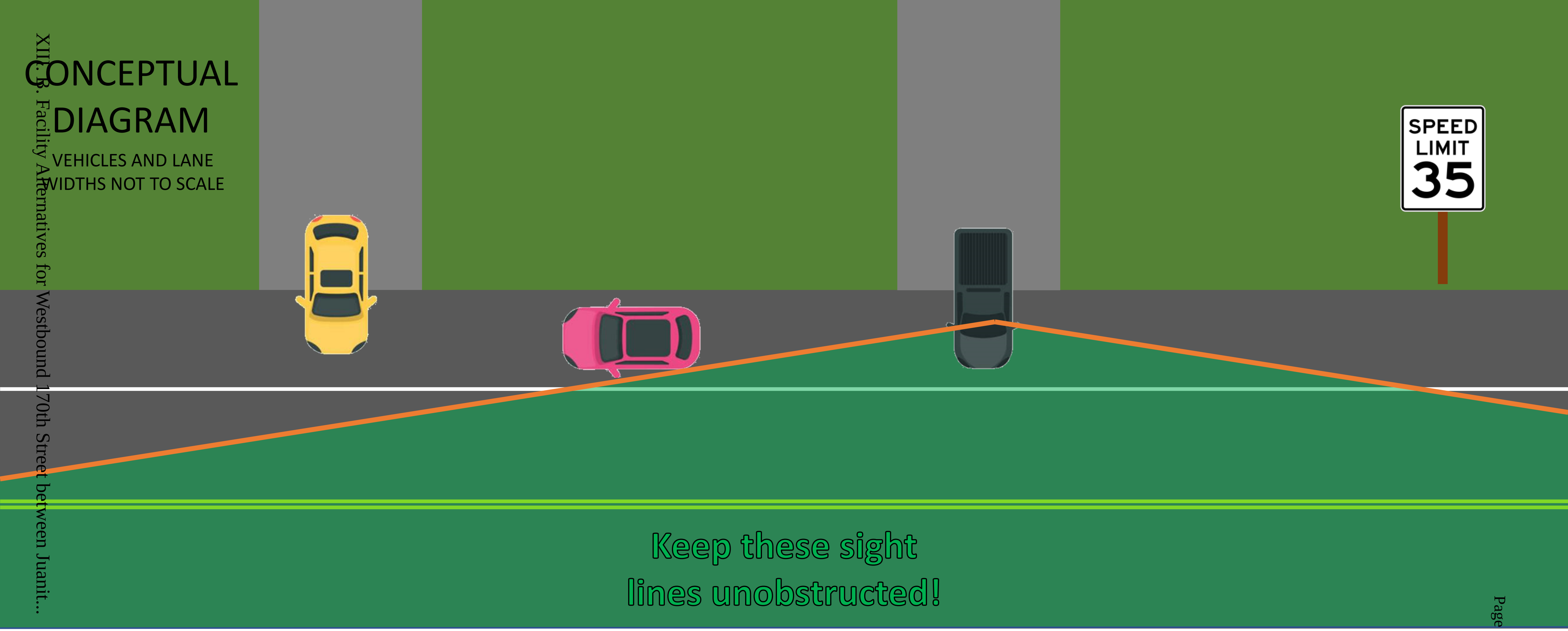

CONCEPTUAL DIAGRAM
VEHICLES AND LANE WIDTHS NOT TO SCALE
SPEED LIMIT 35
Keep the sight-line triangle unobstructed!
60 ft
40 ft
20 ft
0 ft
20 ft
40 ft
60 ft
80 ft
100 ft
120 ft
140 ft
160 ft
180 ft
200 ft
220 ft
240 ft
260 ft
280 ft

CONCEPTUAL DIAGRAM

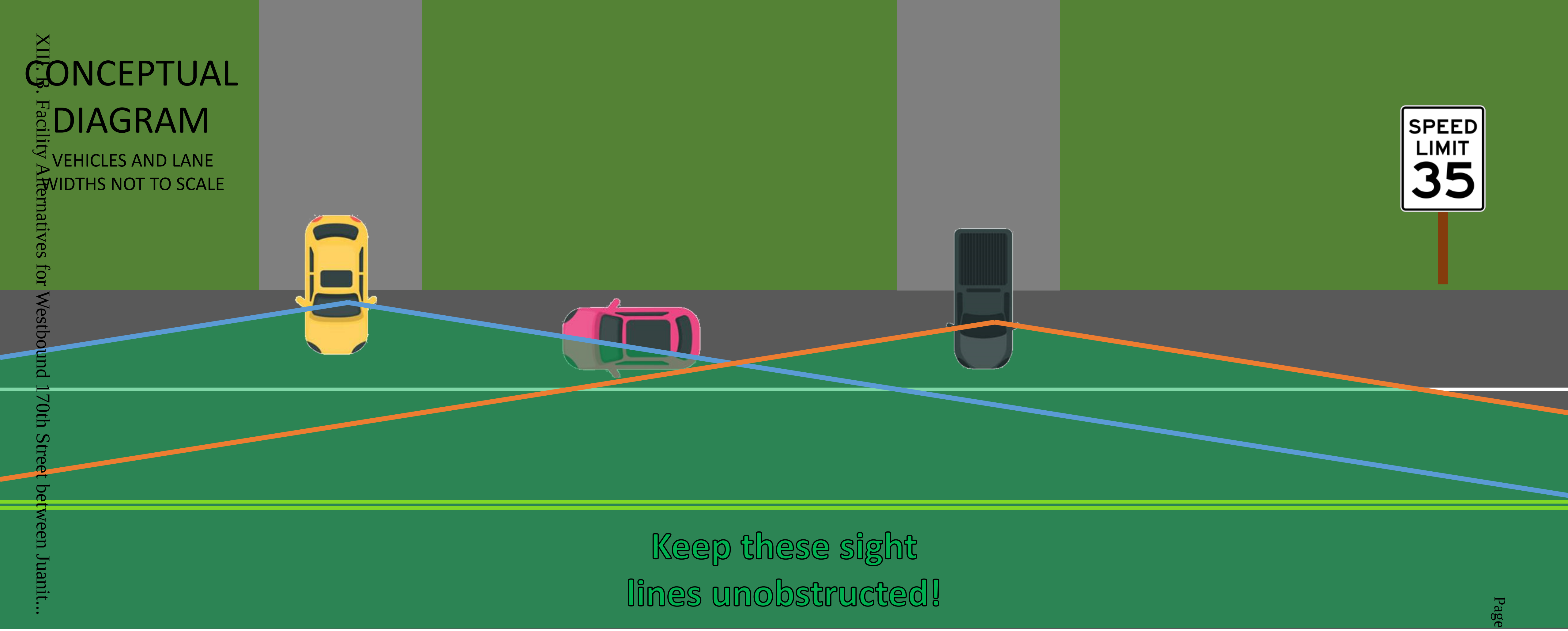
VEHICLES AND LANE WIDTHS NOT TO SCALE



SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

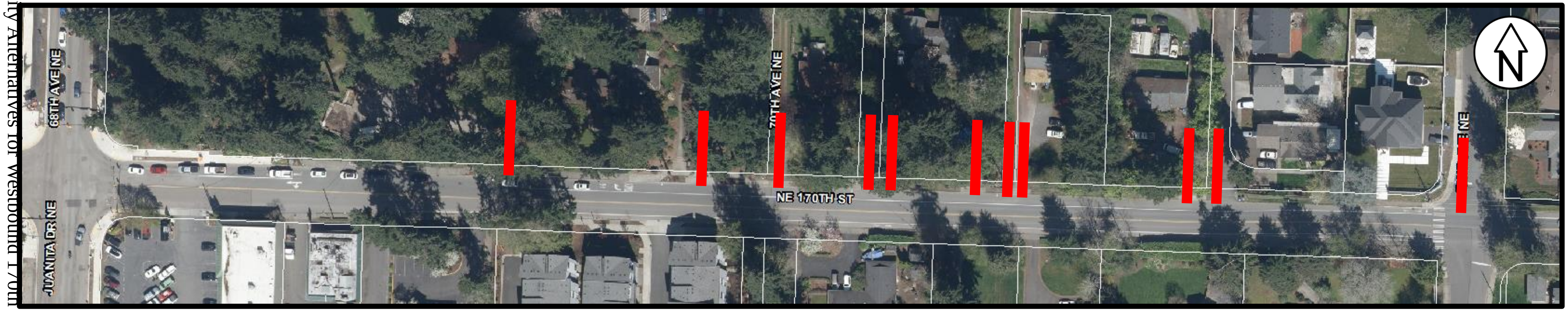


SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK



SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

The reason street parking is problematic on 170th St



Current Speed Limit:

Stopping Sight Distance:

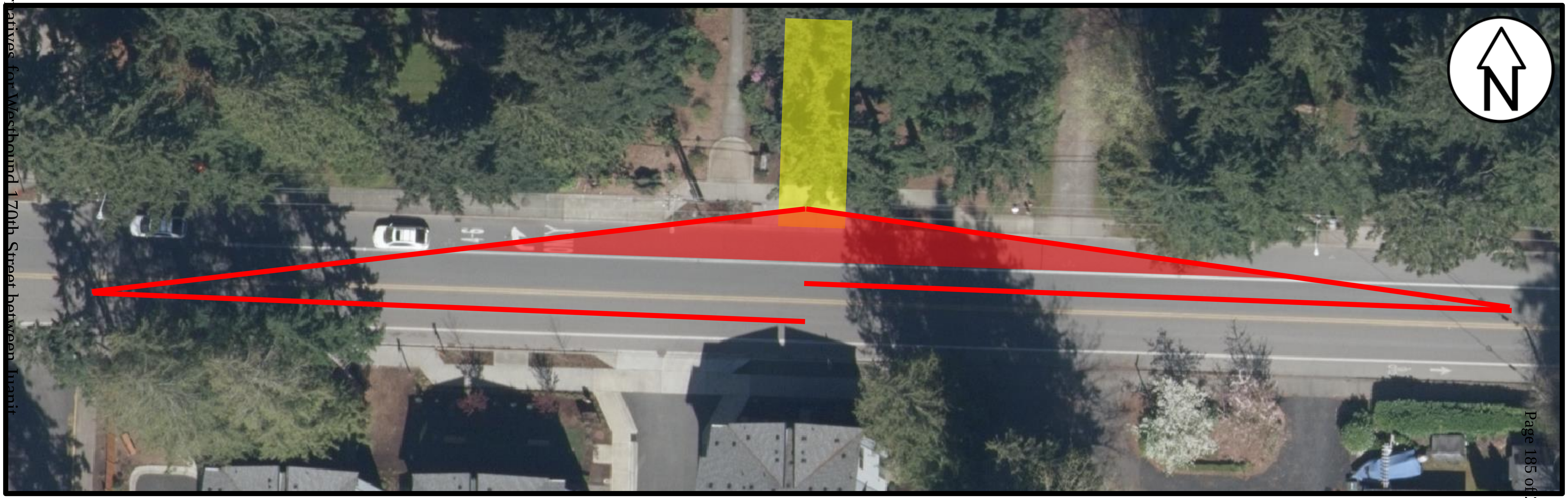
246 FT

Future Speed Limit:

Stopping Sight Distance:

196 FT

The reason street parking is problematic on 170th St



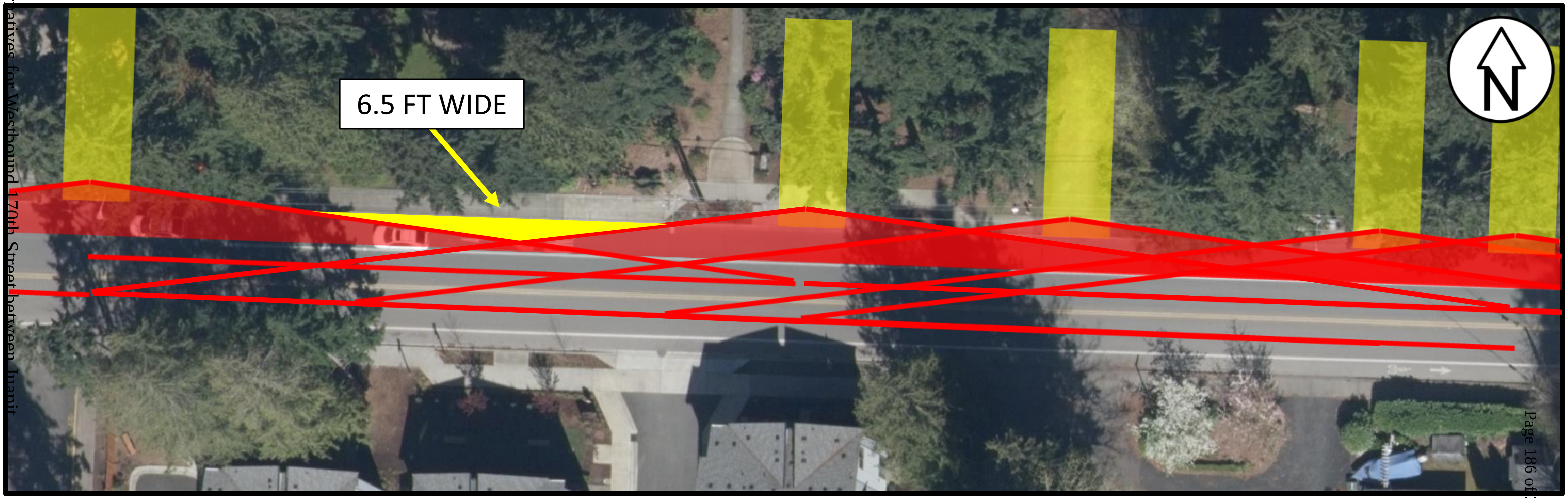
To Juanita Dr

170th St

To Simonds Rd

	SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK	

The reason street parking is problematic on 170th St

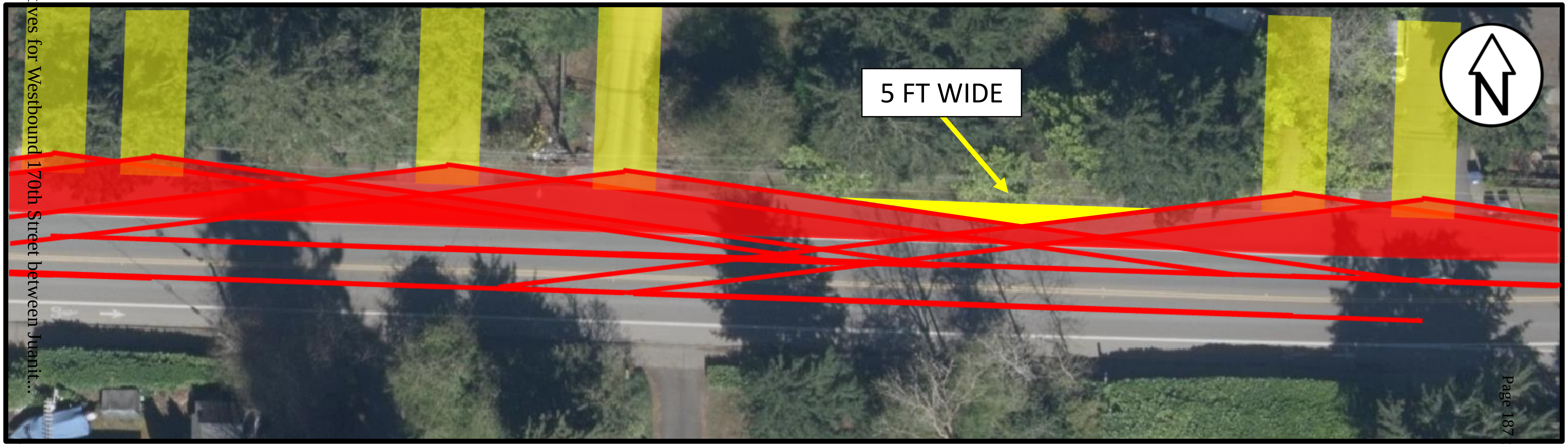


To Juanita Dr

170th St

To Simonds Rd

The reason street parking is problematic on 170th St



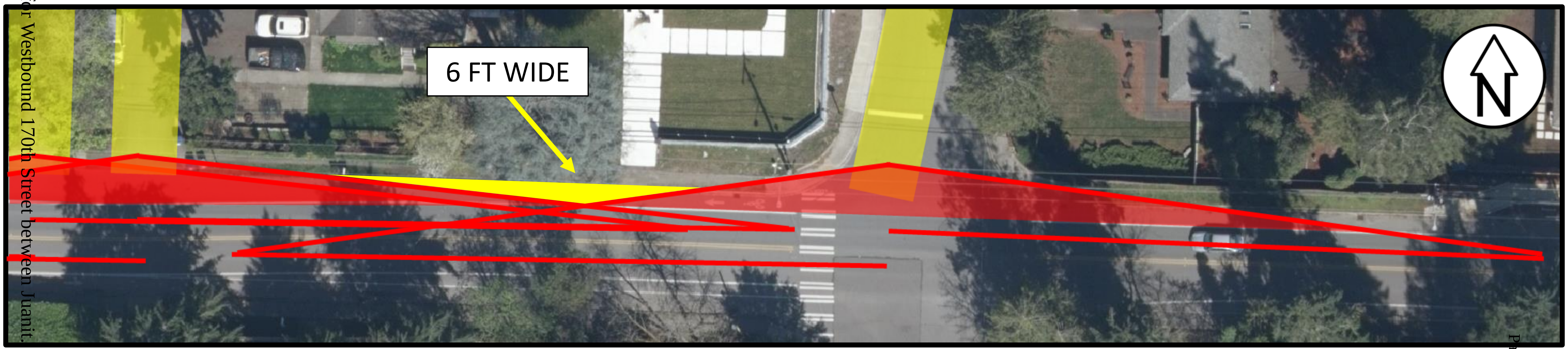
To Juanita Dr

170th St

To Simonds Rd

SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK

The reason street parking is problematic on 170th St



To Juanita Dr

170th St

To Simonds Rd

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

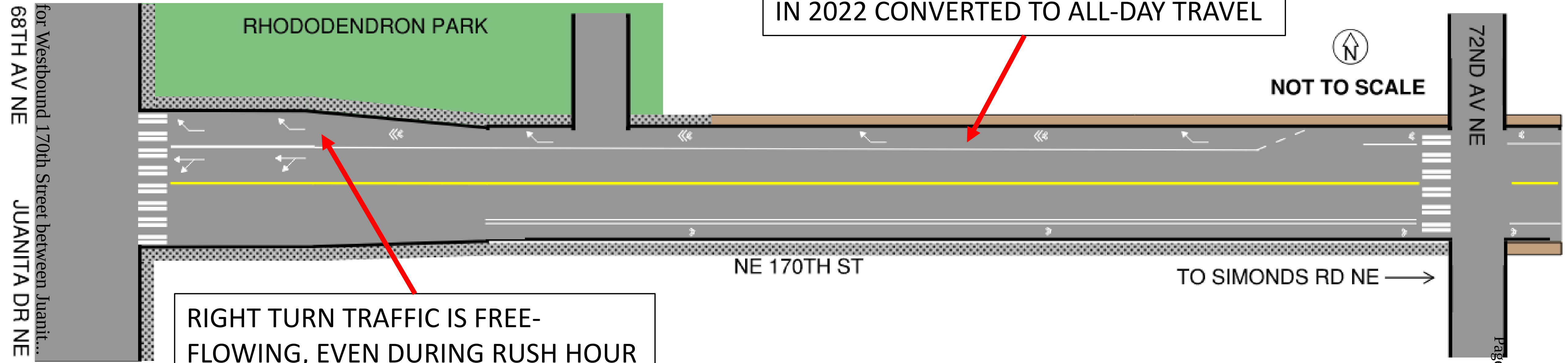
WE CANNOT SAFELY HAVE STREET PARKING ON 170TH ST

SO WHAT DO WE WANT TO DO WITH THAT EXTRA SPACE?

BRIDGE PROJECT IMPROVED STORAGE FOR VEHICLES AT BOTHELL WAY APPROACH, QUEUING ACROSS THE BRIDGE HAS ESSENTIALLY DISAPPEARED.

RIGHT TURN STORAGE EXTENSION INSTALLED IN 2016 FOR 4-6PM ONLY

IN 2022 CONVERTED TO ALL-DAY TRAVEL

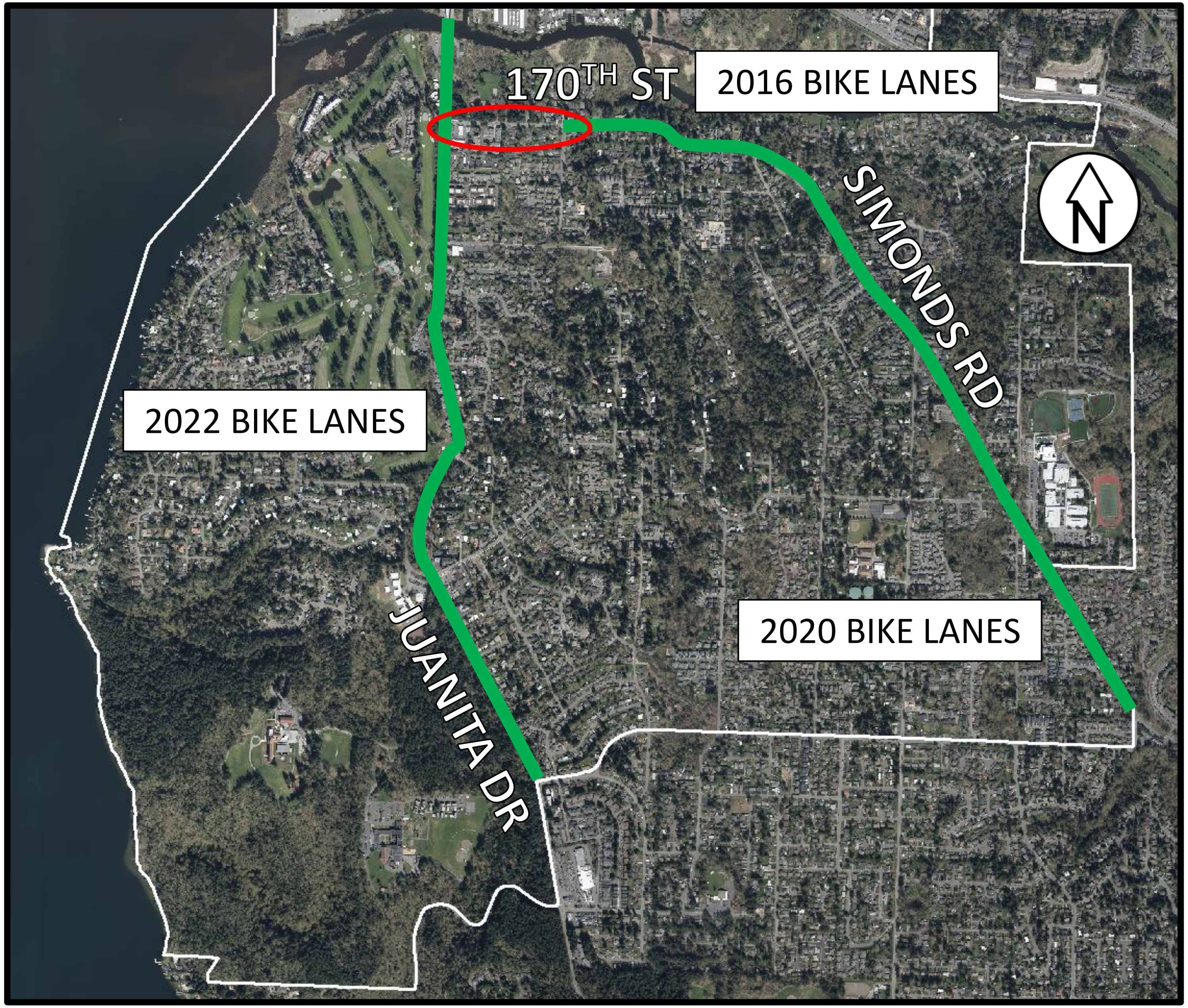


RIGHT TURN TRAFFIC IS FREE-FLOWING, EVEN DURING RUSH HOUR

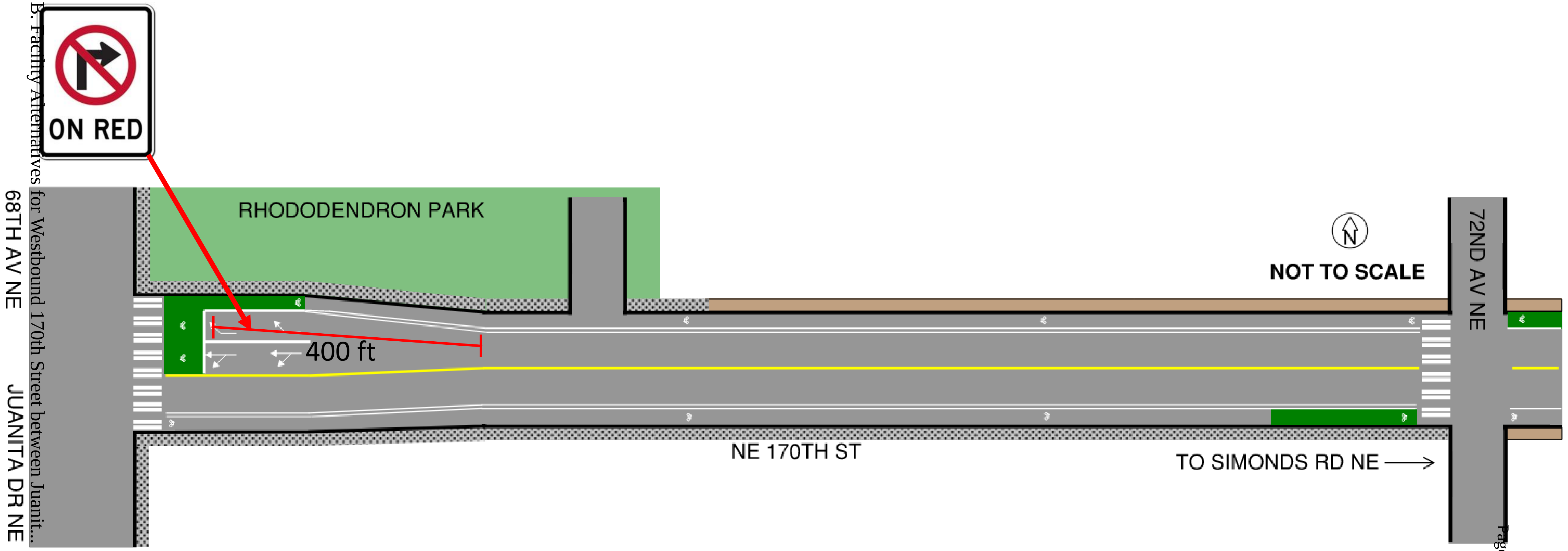
THERE IS NO LONGER SUBSTANTIAL BENEFIT TO BE HAD BY USING RIGHT TURN LANE EXTENSION TO SEPARATE TRAFFIC FAR IN ADVANCE OF THE INTERSECTION

EXISTING CONDITIONS

SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK

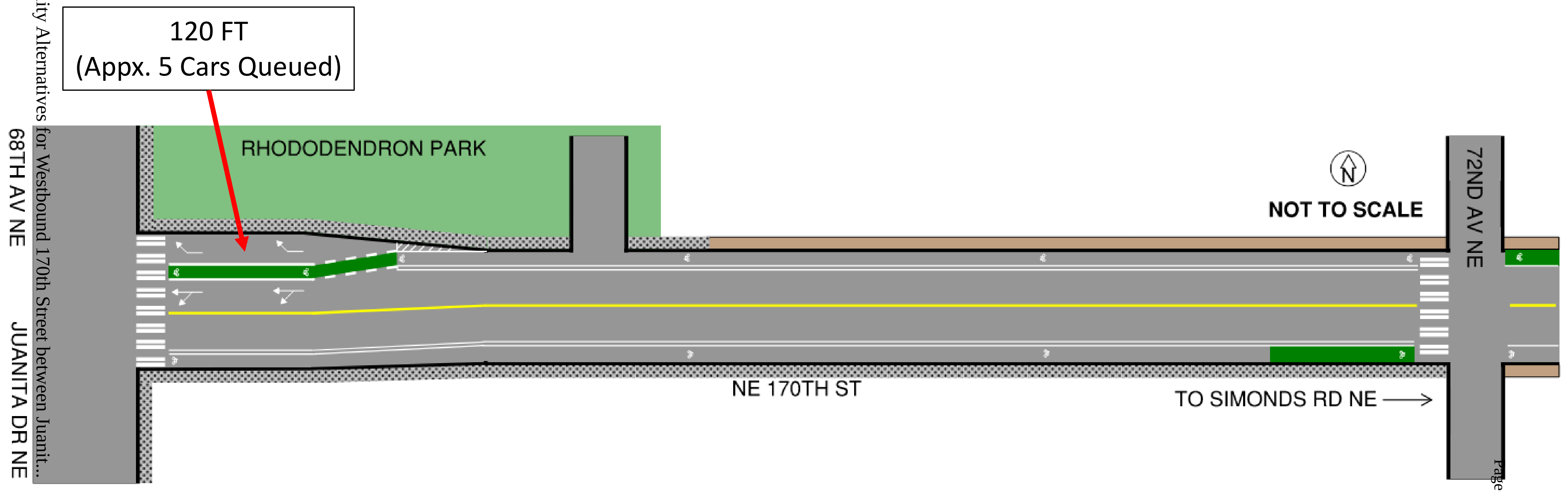


SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK



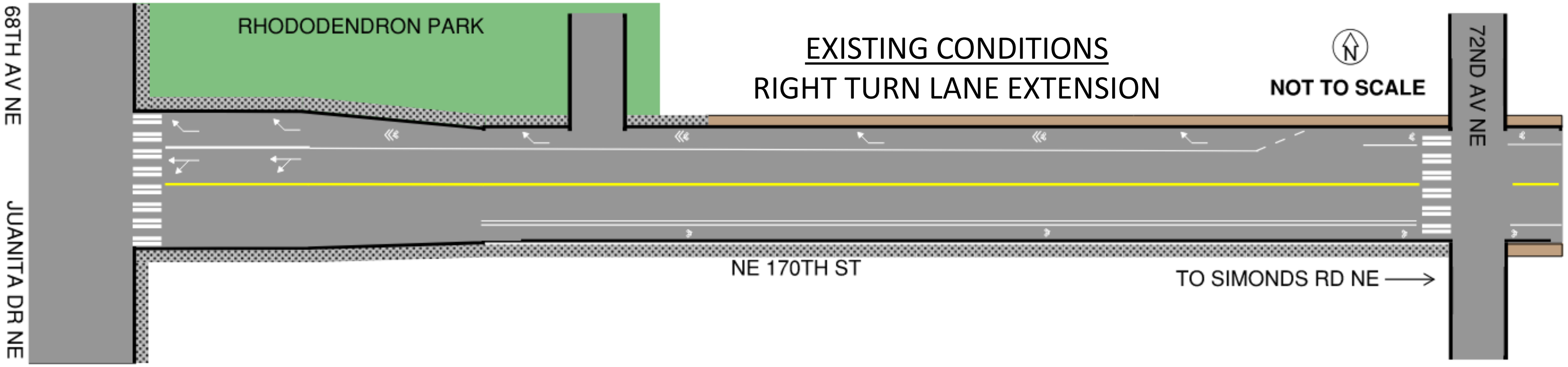
ALTERNATIVE A

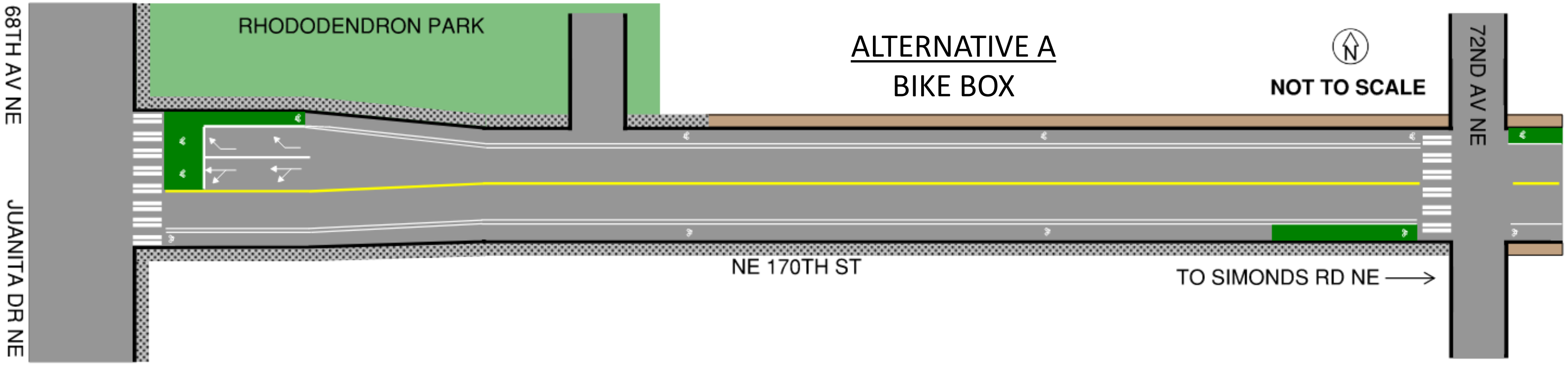
BIKE LANE & BIKE BOX

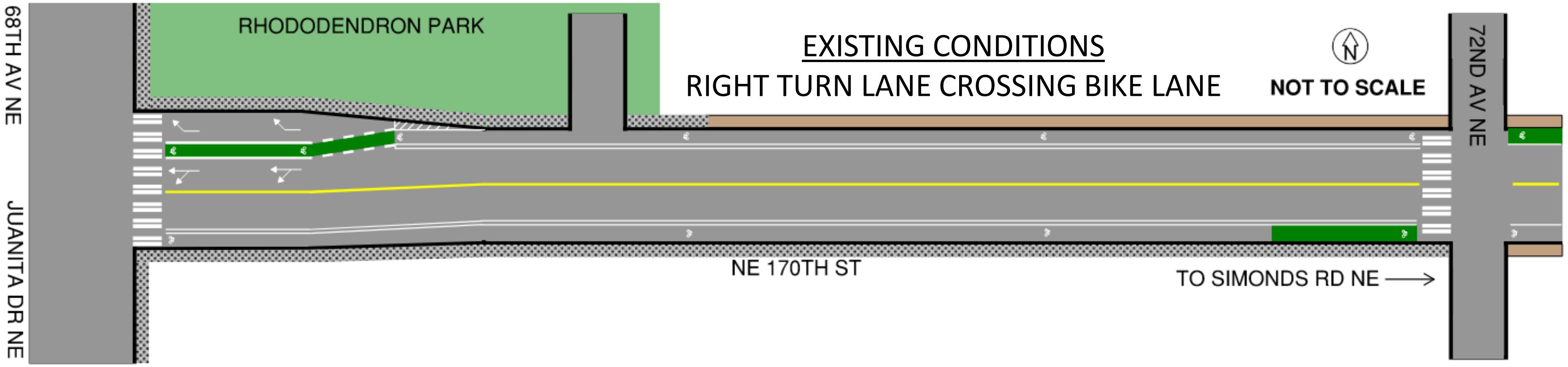


ALTERNATIVE B

RIGHT TURN LANE CROSSING BIKE LANE


68TH AV NE
JUANITA DR NE
RHODODENDRON PARK
EXISTING CONDITIONS
RIGHT TURN LANE EXTENSION
NOT TO SCALE
N
72ND AV NE
NE 170TH ST
TO SIMONDS RD NE


68TH AV NE
JUANITA DR NE
RHODODENDRON PARK
ALTERNATIVE A
BIKE BOX
NOT TO SCALE
N
72ND AV NE
NE 170TH ST
TO SIMONDS RD NE


68TH AV NE
JUANITA DR NE
RHODODENDRON PARK
EXISTING CONDITIONS
RIGHT TURN LANE CROSSING BIKE LANE
NOT TO SCALE
N
72ND AV NE
NE 170TH ST
TO SIMONDS RD NE

EXISTING CONDITIONS

SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK

EXISTING CONDITIONS

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

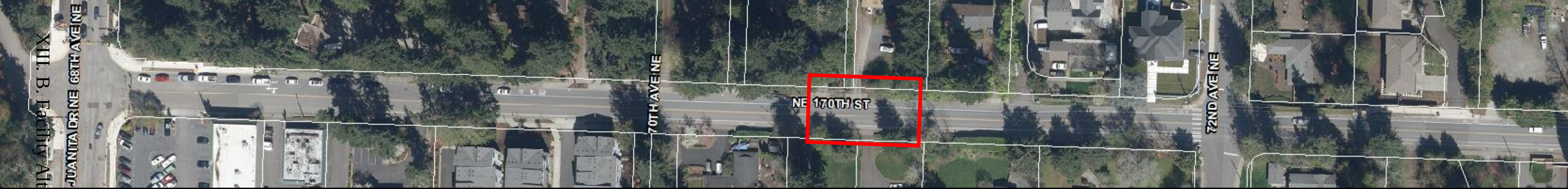
EXISTING CONDITIONS

EXISTING CONDITIONS

	SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK	

EXISTING CONDITIONS

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK



EXISTING CONDITIONS

	SIGHT DISTANCE	170TH ST PARKING	170TH ST ALTERNATIVES	170TH ST SIDEWALK	

EXISTING CONDITIONS

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

EXISTING CONDITIONS

SIGHT DISTANCE | 170TH ST PARKING | 170TH ST ALTERNATIVES | 170TH ST SIDEWALK

EXISTING CONDITIONS

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Personal Flotation Device Ordinance No. 23-0573 **Proposed Council Action/Motion:** Discussion and Direction about a city ordinance regarding the use of personal flotation devices on waterways in the City of Kenmore while using human-powered watercraft	For Council Meeting Agenda of: April 10, 2022 **Department**: Police **Prepared by**: Brandon Moen, Police Chief Initial & Date Approved by Department Head: BM 2/2/23 Approved by City Attorney: DR 2/22/23 Approved by Finance Director: N/A Approved by City Manager: SLL 3/29/23 **Exhibits/Attachments**: Attachment 1 – Draft City Personal Flotation Device Ordinance No. 23-0573 - Exhibit 1 - KMC 8.17 Attachment 2 – Map of Lake Washington Marine Patrol Districts

INFORMATION/BACKGROUND:

During the June 2022 City Council retreat, there was council support for staff to draft an ordinance requiring the use of personal floatation device (PFD) while operating a human-powered watercraft (such as a canoe, kayak, rowboat, or paddleboard) while within the waterways of the City of Kenmore.

The proposed ordinance (KMC Chapter 8.17) would require users of human-powered watercraft to wear a properly sized and fitted US Coast Guard approved PFD. Exceptions are provided for those engaged in training activities or sanctioned events where a coach, instructor, or supervisor is nearby in a motorized watercraft that can provide aid or rescue if necessary.

The proposed ordinance requires a verbal warning upon the first offense, while a second offense may incur a $50 civil fine. Subsequent offenses with a six-month period could incur a $100 civil fine. If a child under 16 years of age is in violation of the ordinance, the adult present could be issued the fine directly.

The City of Lake Forest Park enacted a very similar ordinance recently. Both Lake Forest Park and Kenmore contract with the King County Sheriff's Office's Marine Unit for marine services. The KCSO Marine Unit would likely be enforcing the proposed ordinance most often. The KCSO Marine Unit Sergeant was consulted in the drafting of this ordinance and is supportive of its intent and adoption.

FISCAL CONSIDERATION:

No additional funding beyond that already budgeted for KCSO Marine Services would be necessary.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

By mandating the use of PFDs on Kenmore's waterways, the council is supporting its goal of *enhancing public safety*.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0573

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING TITLE 8 OF THE KENMORE MUNICIPAL CODE TO ADOPT A NEW CHAPTER 8.17 KMC ENTITLED REQUIRED WEARING OF PERSONAL FLOTATION DEVICES; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington State Parks reported that in 2020, 24 recreational boating fatalities occurred in Washington, and that paddling accounted for 13 of the 24 fatalities; and

WHEREAS, Washington State Parks also identified that boaters who unexpectedly fall into cold water are at risk for hypothermia and death, and wearing personal flotation devices (life jackets) are one of the single most effective piece of safety gear in a boat; and

WHEREAS, state law requires that all vessels (including canoes, kayaks, and stand up paddleboards) carry at least one properly fitted U.S. Coast Guard-approved life jacket for each person on board a vessel, and children 12 years old and younger must wear a life jacket at all times when underway in certain vessels; and

WHEREAS, the City Council of the City of Kenmore desires to promote boater safety and prevent tragic accidents and drownings; and

WHEREAS, the City Council desires to amend Title 8 of the KMC by adopting a new Chapter 8.17 KMC entitled "Required Wearing of Personal Flotation Devices;

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

Section 1. Adoption. The City Council amends Title 8 of the Kenmore Municipal Code by adopting a new Chapter 8.17 KMC, entitled "Required Wearing of Personal Flotation Devices" to read as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference.

Section 2. 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.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____, 20__.

CITY OF KENMORE

____

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

____
Michelle Kang, Acting City Clerk

Approved as to form:

____
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

Chapter 8.17

REQUIRED WEARING OF PERSONAL FLOTATION DEVICES

Sections:

8.17.010 Purpose.

The purpose of this chapter is to promote safety during the operation of human-powered watercraft in order to protect the health and safety of the public and prevent tragic boating incidents.

8.17.020 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

A. "Human-powered watercraft" means any vessel used or capable of being used as a means of transportation on water that is operated without a motor, including but not limited to: sailboats (under 20 feet in length), sailboards, paddleboards, water cycles, canoes, kayaks, paddle boats, rowboats and rowing shells.

B. "Personal flotation device" means a wearable Type I, Type II, Type III, or Type V buoyancy device approved by the U.S. Coast Guard and used in accordance with its label. Throwable Type IV PFDs are not acceptable as wearable flotation devices in accordance with Coast Guard regulations and for purposes of compliance with this chapter. The device must be in serviceable condition and of an appropriate size for the user.

C. “User of a human-powered watercraft” means the operator of any human-powered watercraft and any passengers on such watercraft.

8.17.030 Wearing of personal floatation devices.

All users of human-powered watercraft shall wear a properly sized and fitted U.S. Coast Guard-approved Type I, Type II, Type III, or Type V personal flotation device when on the water; provided, inflatable PFDs of any type may not be worn by any user of a human-powered watercraft who is under the age of 16 years.

8.17.040 Exceptions.

The user of a human-powered watercraft shall be exempt from the provisions of this chapter under the following conditions:

A. The user of a human-powered watercraft is a participant in training activities, such as rowing practice, where a coach or instructor is present in a nearby motorized watercraft to supervise the use of the human-powered watercraft and to provide aid or conduct a rescue in the event of an accident or other emergency;

B. The user of a human-powered watercraft is a participant in a sanctioned event, such as a race, where the user of a human-powered watercraft is being supervised by occupants of a motorized vessel or chase boat that is nearby and able to provide aid or conduct a rescue in the event of an accident or other emergency; or

C. The user of a human-powered watercraft is operating the craft in a designated swimming area that is clearly delineated.

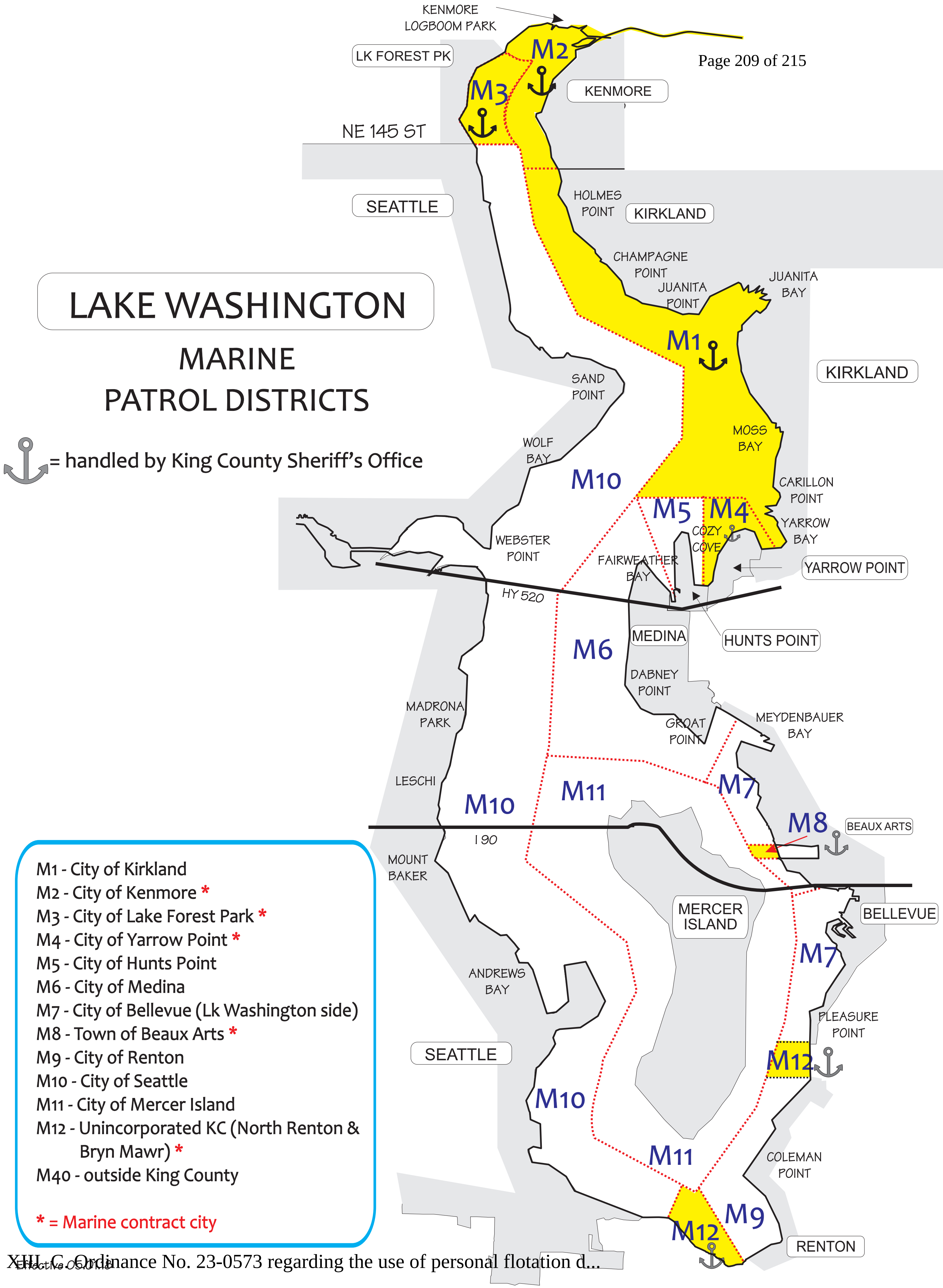
8.17.050 Enforcement and penalties.

The first violation of this chapter shall result in educational outreach and a warning for the user or users of the human-powered watercraft. Penalties for subsequent offenses may be enforced as a civil infraction as provided below:

A. A second offense may incur a fine of $50.00; and

B. For all subsequent violations within six months of the last violation, a fine of $100.00 may be enforced.

C. When a child under 16 years of age is a passenger or user of a human-powered watercraft and is in violation of this chapter, the adult user present with the child may be issued a fine in accord with subsections A and B of this section for violations of the child.


LAKE WASHINGTON
MARINE
PATROL DISTRICTS
= handled by King County Sheriff's Office
M1 - City of Kirkland
M2 - City of Kenmore *
M3 - City of Lake Forest Park *
M4 - City of Yarrow Point *
M5 - City of Hunts Point
M6 - City of Medina
M7 - City of Bellevue (Lk Washington side)
M8 - Town of Beaux Arts *
M9 - City of Renton
M10 - City of Seattle
M11 - City of Mercer Island
M12 - Unincorporated KC (North Renton & Bryn Mawr) *
M40 - outside King County
* = Marine contract city
KENMORE LOGBOOM PARK
LK FOREST PK
KENMORE
NE 145 ST
SEATTLE
HOLMES POINT
KIRKLAND
CHAMPAGNE POINT
JUANITA POINT
JUANITA BAY
KIRKLAND
SAND POINT
WOLF BAY
MOSS BAY
CARILLON POINT
YARROW BAY
YARROW POINT
COZY COVE
FAIRWEATHER BAY
WEBSTER POINT
HY 520
MEDINA
HUNTS POINT
DABNEY POINT
MADRONA PARK
GROAT POINT
MEYDENBAUER BAY
LESCHI
I 90
BEAUX ARTS
MOUNT BAKER
MERCER ISLAND
BELLEVUE
ANDREWS BAY
PLEASURE POINT
SEATTLE
COLEMAN POINT
RENTON
M1
M2
M3
M4
M5
M6
M7
M7
M8
M9
M10
M10
M10
M11
M11
M12
M12

Personal Floatation Device Ordinance

POLICE
KENMORE

KENMORE
BY THE LAKE

Current State Law: PFDs required for vessels, but not human powered watercraft

Washington State Parks Data: 24 recreational drownings in 2020, 13 of which involved paddling

Water Dangers: Unexpected falls into cold water, potential need to rescue others in the water, crowded spaces on waterways with multiple user types (boats, canoes, seaplanes)

Proposed Ordinance

- Properly sized and fitted USGS approved PFD must be worn on Kenmore waterways
- Would apply to human powered watercraft:

  -Canoes
  -Kayaks
  -Rowboats
  -Paddleboards

Proposed Ordinance

- Exceptions:

  Training activities or sanctioned events

    - Coach, instructor, or supervisor must be nearby in a motorized watercraft

Proposed Ordinance

First Offense-
Warning
(Educational Outreach)

Second Offense-
$50 Civil Fine

Subsequent Offense in 6 Month Period-
$100 Civil Fine

If user or passenger is <16 years old, fine may be issued to the adult user that is present

Proposed Ordinance

- Similar to the current Lake Forest Park Ordinance
- Supported by the KCSO Marine Unit

- Title 8: Health and Safety
  - Chapter 8.17: Required Wearing of Personal Floatation Devices
    - Purpose
    - Definitions
    - Wearing of Flotation Devices Required
    - Exceptions
    - Enforcement and Penalties