

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900 - Fax: 425-481-3236

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, April 25, 2011
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

AGENDA ITEMS ARE SUBJECT TO CHANGE up to and including the time of the meeting; items may be added or dropped. Please call the City Clerk if you have any questions or to confirm the agenda items prior to the meeting at (425) 398-8900, or stop by City Hall at 18120 68th Avenue NE, Kenmore. The agendas are also available on our website at: www.kenmorewa.gov. Our public meetings are accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) days prior to the meeting.

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the March 28, 2011 Council Meeting.
- B. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.
- C. Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the Amount of \$24,050 for Pyrotechnician Services for the 2011 and 2012 Kenmore 4th of July Fireworks Shows – Leslie Harris, PIO/Special Events

VI. CITIZEN COMMENTS

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

VII. PROCLAMATION

- A. Proclamation for “Arson Awareness Week” May 1st through May 7th

VIII. PRESENTATION

- A. Presentation and Discussion: 2011 Historic Properties Survey Prepared by the King County Historic Preservation Program - Nancy Ousley, Assistant City Manager

IX. BUSINESS AGENDA

- A. Review and Discussion on Code Enforcement Current Process and Proposed Process - Bryan Hampson, Land Development and Permitting Director

X. COUNCILMEMBER COMMENTS/REPORTS

XI. ADJOURNMENT

Upcoming Meetings:

May 9, 2011 7:00 p.m. Regular City Council Meeting
May 16, 2011 7:00 p.m. Regular City Council Meeting

City of Kenmore
City Council Workshop and Regular Meeting
Minutes
March 28, 2011

CALL TO ORDER COUNCIL WORKSHOP – Mayor David Baker called the workshop to order at 6:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Milton Curtis, Councilmembers Bob Hensel*, John Hendrickson, Laurie Sperry, Allan Van Ness, and Glenn Rogers.

* Councilmember Bob Hensel arrived at 6:45 p.m.

Staff present: Fred Stouder, City Manager; Joanne Gregory, Finance Director; Bryan Hampson, Land Development and Permitting Director; Cliff Sether, Police Chief; Dawn Findlay, City Attorney; and Lynn Suskin, City Clerk

BUSINESS AGENDA

Housing 101 Workshop Presented by ARCH (A Regional Coalition for Housing) – Arthur Sullivan, ARCH, was present to provide a presentation and was available to answer any questions.

ADJOURNMENT

Mayor David Baker adjourned the workshop at 7:05 p.m.

CALL TO ORDER REGULAR MEETING – Mayor David Baker called the regular meeting to order at 7:05 p.m.

FLAG SALUTE

Councilmember Glenn Rogers led the flag salute.

AGENDA APPROVAL

Councilmember Glenn Rogers moved to amend the agenda to add an executive session pursuant to RCW 42.30.110(1)(i) to the end of tonight's meeting. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

Councilmember Laurie Sperry moved to approve the agenda as amended. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember Glenn Rogers pulled Item “C” from the consent agenda for separate consideration.

Deputy Mayor Milton Curtis moved to approve the agenda as amended. Councilmember Allan Van Ness seconded the motion to approve the Minutes of the February 28, 2011 Council Meeting and Claim Nos. 23610 - 23676 in the Amount of \$706,540.97 for the Period Ending March 16, 2011. The motion passed unanimously.

Item C., Adopt Resolution No. 11-186 Adopting the City of Kenmore 2011 Fee Schedule – Bryan Hampson, Land Development and Permitting Director, was present to answer any questions.

Councilmember Glenn Rogers moved to Adopt Resolution No. 11-186 Adopting the City of Kenmore 2011 Fee Schedule. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

CITIZEN COMMENTS - None

BUSINESS AGENDA - None

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson distributed a handout that provided the background on the original resolutions that comprise the current Council Rules and Procedures. He stated that Deputy Mayor Milton Curtis is arranging a Council Rules and Procedures subcommittee to be held within the next two weeks. He stated his concerns relating to Council censures. He distributed a handout of the City of Lynnwood’s Operating Revenue Summary from 2008, and he compared those figures with Kenmore. He requested that the October 11, 2010 Council meeting audio be uploaded to Kenmore’s website.

Councilmember Laurie Sperry announced that she will attend the next Northshore Parks and Recreation Service Area (PRSA) meeting on Thursday. She stated that she has a conflict with her teaching and being able to attend the WRIA8 meetings.

Councilmember Glenn Rogers stated that the Council Rules and Procedures subcommittee of 3 were directed by the entire Council to meet and bring back their final recommendations on any proposed changes/additions to the Council Rules of Procedure and to present those final findings to the entire Council for further consideration. He stated that Councilmember John Hendrickson wanting to bring the issue of the Council Rules and Procedures back before the

City of Kenmore – **DRAFT** Regular Council Meeting Minutes
March 28, 2011

entire Council when the subcommittee has not even met and do not have a final recommendation seems contrary to the direction that was given to the subcommittee.

Councilmember Allan Van Ness explained the process it takes to get ETP and Seashore recommendations to Puget Sound Regional Council. He stated that there is just no transportation money available.

Mayor David Baker stated that because of other commitments, he would like to be replaced on the Council Rules of Procedure subcommittee. He recommended Councilmember Bob Hensel to replace him on the subcommittee. He stated that he had spoken to Janet Pritchard, Allied Waste's governmental representative, and found out that Kenmore citizens can use smaller waste toters.

Fred Stouder, City Manager, stated that he would direct staff to contact Allied Waste and get the service fees/toter issue in writing so it is clear to everyone.

Fred Stouder, City Manager, distributed a memo and attachments in response to Councilmember John Hendrickson's financial spreadsheet and questions that were distributed at the March 21, 2011 Council meeting.

EXECUTIVE SESSION – Mayor David Baker adjourned the regular meeting at 7:50 p.m. to an executive session to discuss Potential Litigation pursuant to RCW 42.30110(1)(i). He stated that the executive session will last for approximately 15 minutes and that no action is anticipated when the meeting is reconvened back to regular session.

RECONVENE – Mayor David Baker convened the executive session back to the regular session at 8:05 p.m.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:05 p.m.

Mayor David Baker

ATTEST:

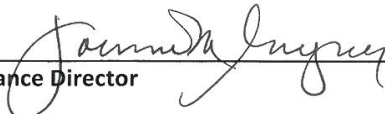
Lynn Suskin, City Clerk

City of Kenmore Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 23729 - 23787 which total \$263,555.56 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.



City Manager Date



Finance Director 4-12-11
Date

Check	Name	Description	Net amount
23729	BANNER BANK KENMORE	Conf. Hotel, Meals, & Rental Car	\$ 2,956.51
23730	KING COUNTY DEPT OF CONST PROP SVCS	SR 522 Phase II Permits	285.61
23731	MAIL FINANCE	March 2011 Postage Machine Lease	250.76
23732	SHRED-IT	Document Shredding Services	49.50
23733	SARAH ROBERTS	Feb. 2011 Prosecution Services	9,300.00
23734	STAR NORTHWEST, INC	Attorney Fee Settlement	56,941.47
23735	S & S UPHOLSTERY	Council Dias Cover - 50% Deposit	1,067.63
23736	NATIONWIDE FINANCIAL 401a	Payroll Entry	9,356.55
23737	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	320.00
23738	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	2,219.22
23739	DRS 457	Payroll Entry	1,706.66
23740	CITY OF KENMORE FS	Payroll Entry	176.96
23741	BANK OF AMERICA 941	Payroll Entry	10,808.65
23742	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	6,692.33
23743	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry	1,408.86
23744	BAKER, DAVID	Northend Mayors Mtg. Lunch Reimb.	112.36
23745	WELLS FARGO FINANCIAL	March 2011 Photocopier Lease	803.43
23746	NORTHSHORE UTILITY DIST	SR 522 Irrigation	57.00
23747	PUGET SOUND ENERGY	City Hall Electricity Bill	5,114.44
23748	ESA ADOLFSON	Swamp Creek Park Restoration	810.00
23749	SUSKIN, LYNN	Conference Airfare Reimbursement	626.10
23750	BRAVO ENVIRONMENTAL SERVICE	Drainage Services	2,884.25
23751	COASTWIDE LABORATORIES	Parks Materials	288.58
23752	FERGUSON ENTERPRISES INC	Drainage Materials	322.69
23753	AFLAC	March 2011 Admin Fees	50.00
23754	FRUHLING SAND & TOPSOIL	Parks Materials	60.00
23755	FULL MAINTENANCE GARDENING	6700 Bldg. Landscaping	373.40
23756	GEOENGINEERS INC	Landslide Evaluations	11,019.00
23757	CALPORTLAND COMPANY	Drainage Materials	154.43
23758	H.W. LOCHNER, INC.	Traffic Advisory Services & Juanita Drive	8,607.45
23759	KING COUNTY ANIMAL SVCS	Pet Licenses	600.00
23760	KING COUNTY FINANCE	Feb. 2011 Streets & Comm. Works Prog.	80,224.54
23761	LIGHTHOUSE CONSULTING INC	Feb. 2011 IT Services	1,314.00

VB. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.

23762 MR. T'S TROPHIES	Les Schwab Appreciation Plaque	93.68
23763 NORTHSHORE UTILITY DIST	Water/Sewer Bills	1,727.48
23764 OTAK	SR 522 Ph. 2 Final Design/ROW	3,044.86
23765 PACIFIC TOPSOILS	ROW & Drainage Materials	467.45
23766 PETTY CASH CUSTODIAN	Petty Cash Reimbursement	379.53
23767 PUGET SOUND ENERGY	Electricity Bills	1,593.90
23768 CEMEX	Drainage Materials	343.28
23769 SEATTLE TIMES	March 2011 Legal Notices	714.86
23770 STAPLES ADVANTAGE	Misc. Office Supplies	620.27
23771 SUBURBAN CITIES ASSOC	SCA Networking Dinner-March 23	135.00
23772 TIMEMARK INCORPORATED	Traffic Counter Repairs	106.76
23773 WASHINGTON STATE OFFICE CASH MGMT	Q1 2011 Building Permit Fees	247.50
23774 KELLY PRINTING & GRAPHICS	Police Dept. Business Card Order	90.89
23775 HDR	SR 522 Improvement Project	7,343.59
23776 TRAFFIC COUNT CONSULTANTS, INC	Video Traffic Study & Traffic Count	1,250.00
23777 UNIVERSAL FIELD SERVICES	Schmitt Property Acquisition	332.36
23778 COMCAST	April 2011 CH Internet Service	109.90
23779 SARAH ROBERTS	March 2011 Prosecution Service	9,300.00
23780 FIRE PROTECTION, INC	City Hall Alarm Monitoring	959.22
23781 FRONTIER	April 2011 6700 Building Alarm	111.04
23782 FRONTIER	March CH Elevator Phone	387.56
23783 FRONTIER	March 2011 CH Phone Services	361.14
23784 INDEPENDENT STATIONERS	Copy Paper	425.38
23785 SNOHOMISH COUNTY SHERIFF'S OFFICE	March 2011 Jail Services	15,830.50
23786 SNOHOMISH COUNTY SHERIFF'S OFFICE	March 2011 Inmate Medical Bill	110.62
23787 PLATT	Rhododendron Park Light Repair	506.41
		<u>\$ 263,555.56</u>

PRIOR VENDOR ACTIVITY

	Previous YTD
3CMA	\$ 375.00
A+ CONFERENCING	69.53
AA PARTY RENTALS	379.96
ACTION ENTERTAINMENT	395.00
ADT SECURITY SERVICES	531.76
AFLAC	4,052.51
ALCALDE & FAY	25,077.04
ALLIED WASTE SERVICES #172	3,557.30
AM TEST, INC	600.00
AMERICAN GENERAL	1,742.15
AMERICAN PLANNING ASSOCIATION	1,070.00
AMERICAN PUBLIC WORKS ASSOCIATION	503.42
AMERICAN SOCIETY OF COMPOSERS	305.00
ANDERSON, LAURI	27.94
ANDONIADIS INC	826.17
ASSOCIATION OF WA CITIES	13,970.00
AT WORK	605.25

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AURORA RENTS	215.47
AWC EMPLOYEE BENEFITS	149,756.45
BAKER, DAVID	1,177.61
BANK OF AMERICA 941	107,347.00
BANNER BANK CS	2,050.19
BANNER BANK DB	695.49
BANNER BANK JG	1,614.57
BANNER BANK JGORDON	4,482.51
BANNER BANK KENMORE	11,417.55
BANNER BANK LB	216.67
BANNER BANK LD	2,174.06
BANNER BANK NO	2,266.09
BASTYR UNIVERSITY	59,494.20
BAYLES, GREGORY	50.00
BEKINS NORTHWEST	303.45
BIS	2,725.00
BLACKBAUD	4,956.23
BRAVO ENVIRONMENTAL SERVICE	68,420.57
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	1,768.86
CARLSON, THOMAS G.	624.66
CASCADE PEST CONTROL	629.65
CATHOLIC COMMUNITY SERVICES	1,512.75
CEMEX	1,781.31
CENTER FOR HUMAN SERVICES	8,240.00
CHAMPION COURIER	15.14
CHILDERS, MARK	401.00
CITY OF BELLEVUE	367,555.50
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	1,487.55
CITY OF LAKE FOREST PARK	240,458.61
CITY OF RENTON	980.00
CITY OF SHORELINE	310.55
CLARITY SIGNS	338.36
CLYDE/WEST	1,215.87
COASTAL WEAR PRODUCTS INC	1,350.51
COASTWIDE LABORATORIES	3,240.54
CODE 4 PUBLIC SAFETY EDUCATION	198.00
CODE PUBLISHING COMPANY	547.50
COFFMAN, JON	183.00
COLUMBIA RIDGE LANDFILL	10,801.87
COMCAST	549.50
COMMERCIAL SOUND, INC.	1,444.26
CONSEJO COUNSELING & REF	1,250.00
CONSOLIDATED PRESS	3,729.67
CORNERSTONE ROOFING	98.50
COSTCO RETAIL SERVICES	27.62
COX PRINTING & SIGNS	399.68
CROWN PRODUCTS	940.86
CSAT, LLC	1,600.00

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CURRY, ROSS	183.00
DAILY JOURNAL OF COMMERCE	703.00
DANSOUND INC	657.00
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	5,082.52
DEPARTMENT OF LABOR AND INDUSTRIES	11,718.14
DEPARTMENT OF RETIREMENT SYSTEMS	67,572.31
DIGITAL REPROGRAPHICS SERVICES INC.	852.97
DOWL HKM	8,180.00
DRS 457	14,401.44
DURRANT, JEFF	879.25
EARTHCORPS	15,204.18
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	1,875.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00
ESA ADOLFSON	8,239.02
EVANS, C. WILLIAM	5,247.00
EVERGREEN PRINT SOLUTIONS	372.41
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,099.25
FAZZARI MARKETING	1,411.18
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	7,788.93
FRONTIER	4,313.65
FRUHLING SAND & TOPSOIL	928.28
FULL MAINTENANCE GARDENING	1,567.10
GEOENGINEERS INC	5,320.50
GIBBONS & RIELY, PLLC	750.00
GORDON DERR	4,266.00
GORDON THOMAS HONEYWELL	15,431.98
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GREGORY, JOANNE	235.72
H.W. LOCHNER, INC.	92,183.05
HAMMOND COLLIER WADE LIVINGSTONE	1,050.00
HANSON CONSULTING SERVICES	1,269.00
HDR	35,565.15
HEARTLAND	4,402.96
HEATERMEALS	1,193.21
HERO HOUSE	386.25
HOME DEPOT	172.22
HONEY BUCKET	125.00
HOPELINK	14,284.00
ICMA RETIREMENT TRUST 457 - 304745	19,222.98
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	1,802.81
INSLEE, BEST, DOEZIE & RYDER, P.S.	69,356.05
INSTITUTE FOR FAMILY DEVELOPMENT	3,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58
INTEGRA TELECOM	3,722.16
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43
INTERNATIONAL INST OF MUNI CLERKS	560.00

VB. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.

iWORQ SYSTEMS	4,800.00
J. MURPHEY CONSTRUCTION	42.67
JBS INSTRUMENTS	3,360.75
JET CITY PRINTING	454.41
JONES & STOKES	129.31
KCDA PURCHASING COOP	8,771.33
KELLY PRINTING & GRAPHICS	3,520.43
KENMORE ELEMENTARY PTA	1,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	13,166.87
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	200.00
KING COUNTY W.L.R.D.	154,394.93
KING COUNTY ANIMAL SVCS	1,855.00
KING COUNTY DEPT OF CONST PROP SVCS	1,217.96
KING COUNTY FINANCE	271,886.42
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PARKS	814.34
KING COUNTY PUBLIC DEFENSE	3,218.12
KING COUNTY RADIO COMM SERVICES	8,982.46
KING COUNTY RECORDER'S OFFICE	280.00
KING COUNTY SHERIFF	719,279.16
KONICA MINOLTA BUSINESS SOLUTIONS	2,042.46
KUKER-RANKEN INC	59.59
KUSTOM SIGNALS, INC.	263.09
LACHAPELLE, NATALIE	300.00
LIGHTHOUSE CONSULTING INC	7,935.74
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAIL FINANCE	1,015.58
MATRIX CONSULTING GROUP	6,475.00
MIDMOUNTAIN CONTRACTORS, INC	78,868.17
MILNE ELECTRIC, INC	24,187.00
MINZGHOR, NICHOLAS	1,411.92
MOBILE ELECTRICAL DISTRIBUTORS INC	12.13
MR. T'S TROPHIES	660.29
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,081.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,582.27
NATIONAL LEAGUE OF CITIES	3,849.00
NATIONAL LIFE OF VERMONT	1,863.75
NATIONWIDE FINANCIAL 401a	84,489.82
NATIONWIDE RETIREMENT SOLUTIONS 457	7,880.00
NEBC	195.00
NEXTEL COMMUNICATIONS	3,964.24
NORTHSHORE FIRE DEPT	5,762.60
NORTHSHORE PAVING INC	537.90

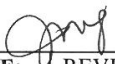
VB. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.

NORTHSHORE SENIOR CENTER	5,750.00
NORTHSHORE UTILITY DIST	40,201.76
NORTHSHORE YOUTH & FAMILY SERVICES	10,000.00
OAC SERVICES, INC	43,659.71
OFFICE DEPOT	842.99
OFFICE TEAM	9,574.21
OLYMPIC ENVIRONMENTAL RESOURCES	1,470.00
OM WORKSPACE	744.43
OSTROM DRUGS	557.40
OTAK	111,756.64
OUSLEY, NANCY	1,034.64
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,095.00
PACIFIC TOPSOILS	5,356.29
PASSPORT TRAVEL AND TOURS	625.80
PAWS	3,625.00
PENDLETON CONSULTING LLC	6,529.46
PEOPLES STORAGE	850.00
PETTY CASH CUSTODIAN	351.17
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	603.78
PRIME PACIFIC BANK	60.00
PRSA	277.00
PRUDENTIAL	373.13
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	553,227.26
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REFRIGERATION	1,471.68
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	7,565.71
ROGERS, GLENN	2,465.87
ROUNDY, CASSANDRA	50.00
SAFRIN, PATTY	227.69
SARAH ROBERTS	27,000.00
SCHINDLER ELEVATOR CORPORATION	380.73
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	1,950.36
SECRETARY OF STATE	55.00
SEES TREES AND EXCAVATION INC	1,007.40
SEMIAMMOO RESORT	520.56
SERVICE ELECTRIC	869.08
SHATTUCK, NANCY	3,200.00
SHRED-IT	198.00
SOUND LAW CENTER	4,739.00
SOUND PUBLISHING, INC.	1,296.00
STAPLES ADVANTAGE	3,605.71
STEWART BEALL MACNICHOLS	15,300.00
STOUDER, FRED	1,091.76
SUBURBAN CITIES ASSOC	11,649.87
SUNBELT	69.59
SUSSMAN/PREJZA & CO, INC	38,248.24

VB. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.

TELESYSTEMS WEST	257.33
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	32,940.85
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	207.88
TRAFFIC COUNT CONSULTANTS, INC	1,600.00
TRAN, SHAUN & DINH LIEU	415.80
T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,336.35
UNITED WAY OF KING COUNTY	621.00
UNIVERSAL FIELD SERVICES	6,286.52
UNIVERSITY OF WASHINGTON	645.00
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	4,450.82
VAN NESS, ALLAN	1,476.80
VAUGHAN, KENT	76.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	100.00
WA GUARANTEED EDUCATION TUITION	2,075.00
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF TRANSPORTATION	3,730.95
WA STATE PARKS & RECREATION	2,700.00
WARDS NATURAL SCIENCE	1,237.95
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	120.70
WASHINGTON MILITARY DEPARTMENT	5,009.34
WASHINGTON STATE DEPT OF INFO SERV	1,050.00
WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE OFFICE CASH MGMT	270.00
WEINSTEIN AU	22,005.11
WONDERLAND DEVELOPMENT	5,665.00
YAKIMA COUNTY DEPT OF CORRECTIONS	59,400.05
ZONAR SYSTEMS	525.33
	<u>\$ 4,374,054.15</u>

VB. Approval of Claim Nos. 23729-23787 in the Amount of \$263,555.56 for the Period Ending April 12, 2011.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the amount of \$24,050 for pyrotechnician services for the 2011 and 2012 Kenmore Fourth of July Fireworks Show.			April 25, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Leslie Harris	425-398-8900
COST OF PROPOSAL: Total Cost for Two Years: \$24,050 \$12,025 in 2011; \$12,025 in 2012		ACCOUNT NUMBER: 01.13.5505	
AMOUNT BUDGETED: 2011-2012 Biennial Budget: \$37,900 for all fireworks show event costs \$18,950 in 2011; \$18,950 in 2012		NAME AND FUND #: General Fund 01	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Proposed Contract No. 11-C942 2) Entertainment Fireworks Statement of Qualifications and Proposal			
SUMMARY STATEMENT: The proposed contract will provide for pyrotechnician services for the Kenmore Fourth of July Fireworks Show. The scope of services includes administrative coordination including acquiring any required permits, supplies, and staffing for the fireworks show. Entertainment Fireworks has produced several fireworks shows for the City, including the 10th Anniversary Celebration. The contract has been reviewed by the City Attorney's Office. The 2011-2012 biennial budget includes \$37,900 for the Kenmore Fourth of July Fireworks Show. This is a reduction of \$12,100 in comparison to the 2009-2010 biennial budget. The contract does not include barge services as it was eliminated from the budget. Other event costs include: marketing, supplies such as tables and chairs, security, and staffing for the event.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: The City Manager has previously executed a two-year contract for consultant services with Entertainment Fireworks in the amount of \$26,050.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Approve motion authorizing the City Manager to execute Contract No. 11-C942 with Entertainment Fireworks in the amount of \$24,050 for pyrotechnician services for the 2011 and 2012 Kenmore Fourth of July Fireworks Show.			
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 	
TODAY'S DATE:	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK):	

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

CONTRACT FOR CONSULTANT SERVICES

Contract No. 11-C942

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Entertainment Fireworks, Inc. whose principal office is located at 13313 Reeder Road SW, Tenino, WA 98589 ("Consultant").

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

WHEREAS, the City has selected the Consultant or contract service provider to perform such services pursuant to certain terms and conditions.

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

1. Scope of Services to be Performed by Consultant. The Consultant or contract service provider shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant or contract service provider shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant or contract service provider shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

After the Contract has been authorized by the City Council or City Manager, the authorization to begin must be authorized by task or work order. If the services or task to be performed are several and distinct in nature or time sequences, each element or phase must also be authorized in writing by task or work order.

2. Compensation and Method of Payment. The Consultant or contract service provider shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

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

☒ A sum not to exceed Twelve Thousand Dollars (\$12,000) each year for two consecutive years, plus a \$25.00 fuel surcharge per year if applicable. This amount includes all expenses for the 4th of July fireworks display as set forth in Exhibit A, including choreography/music fees if applicable, except for police or other protection to prevent intrusion of the public onto the firing grounds and/or the services of standby fire personnel.

____ Other (describe):

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. All contracts shall have a specified ending date. This Agreement shall be in full force and effect for a period commencing on the 1st of April 2011 and ending July 5, 2012 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 the service is a continual or periodic, specialized, or personnel service, the City's administrative policy is to review and bring current as appropriate such contracts on an annual basis. Specific project, program or construction projects may have a longer or shorter identified Duration of Agreement and length of time based on the schedule and scope of the project.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant or contract service provider 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.

5. Independent Contractor. The Consultant or contract service provider and the City agree that the contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant or contract service provider will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant or contract service provider shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant or contract service provider, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising

out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

C. The Consultant hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Consultant agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

D. The parties acknowledge and agree that Section 11 of the Entertainment Fireworks, Inc. Display Agreement, set forth as part of Exhibit A - Scope of Services, shall not be construed to negate or limit and shall not negate or limit any duties or obligations of Consultant under this section. To the extent a conflict arises between this section and Exhibit A, the terms and conditions of this section shall prevail.

E. This section shall survive the expiration or early termination of this Agreement.

7. Insurance. The Consultant or service provider shall procure and maintain for the duration of this 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:

1. 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.

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

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

Consultant or service provider 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.

8. Record Keeping and Reporting.

A. The Consultant or service provider 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. Audits and Inspections. 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 of Kenmore.

10. 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. If the City terminates this Agreement before January 31, 2012, then the City shall not pay the liquidated damages identified in Section 6 of the Entertainment Fireworks, Inc. Display Agreement, attached as part of Exhibit A - Scope of Services. If the City terminates this Agreement after January 31, 2012, then the parties acknowledge that the provisions of Section 6 of the Entertainment Fireworks, Inc. Display Agreement, set forth as part of Exhibit A - Scope of Services shall control.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written United States mail 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.

11. 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, or presence of any sensory, mental or physical disability.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 the terms and conditions of Exhibit A, Scope of Services, conflict with this Agreement, then the terms and conditions of this Agreement shall prevail. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

With copies sent to the Office of the City Clerk, at the same address.

Notices to the Consultant or contract service provider shall be sent to the following address:

Entertainment Fireworks, Inc.
PO Box 7160
Olympia, WA 98507

The Project Manager and contact information, including mailing address, e-mail address and telephone number, on behalf of the Consultant or contract service provider are:

Judith A Julian
President and CEO
PO Box 7160
Olympia, WA 98507
360-352-8911
efi@pyrotech.com

If the Contract Manager is different from the Project Manager and if the individual named above does not have authority for contract amendments, revisions, or day to day management decisions, please identify the individual and title.

18. 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 parties acknowledge that this section prevails over Section 10 of the Entertainment Fireworks, Inc. Display Agreement, set forth as part of Exhibit A - Scope of Services. 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.

19. 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.

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____
Frederick C. Stouder

By: _____

Title: City Manager _____

Title: _____

Date: _____

Date: _____

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

The Consultant shall furnish the scope of services identified in the proposal entitled City of Kenmore July 4, 2011-12 fireworks productions, attached hereto and incorporated by reference. As provided in Section 16 of the Agreement, if the terms and conditions of the Agreement conflict with any terms and conditions of this exhibit and the incorporated fireworks productions proposal, then the terms of the Agreement shall prevail.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

A sum not to exceed Twelve Thousand Dollars (\$12,000) each year for two consecutive years, plus a \$25.00 fuel surcharge per year if applicable. This amount includes all expenses for the 4th of July fireworks display as set forth in Exhibit A, including choreography/music fees if applicable, except for police or other protection to prevent intrusion of the public onto the firing grounds and/or the services of standby fire personnel.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
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: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

CITY OF KENMORE COMMUNITY FIREWORKS DISPLAY
February 15, 2011

Your Year 2011-12 Fireworks Display Proposal

Exclusively Prepared For:

City of Kenmore

July 4, 2011-12

RECEIVED
FEB 16 2011

CITY OF KENMORE

Entertainment Fireworks, Inc.[®]
A Place of Excellence in Pyrotechnics[™]

Every effort has been made to provide this proposal simply and economically, and attempts to provide a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not used. Emphasis is on completeness and clarity of content. This proposal has been printed on recycled paper.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

February 15, 2011

Leslie Harris
City of Kenmore
6700 NE 181st Street
Kenmore, Washington 98028

RE: City of Kenmore Community Fireworks Display Introduction

Dear Leslie:

Thank you again for the invitation to participate in this process. As you know, Entertainment Fireworks, Inc. has been your production vendor in the past.

Enclosed for your review and consideration is our **Proposal "A"** in the amount of \$12,000 per year for your July 4, 2011-12 fireworks displays. The price is all-inclusive per the following proposal.

It is our understanding of your "Scope of Work" that you wish to engage with a Display Company to prepare and produce a July 4th Program for years' 2011 and 2012. The Program will be launched from the "pier" at Log Boom Park, 61st Avenue NE and NE 175th Street, Kenmore, Washington, at approximately 10:15 PM each of the respective years of the agreement.

Implied in this "Scope of Work" is your desire to have this program produced in a safe, secure, and professional manner and to have the activity managed and assembled so as to be ready for launch as defined in the RFP. The program does feature a "Grand Finale" segment.

We have also noted and understand your request for the event to be performed in compliance with all provisions of Chapter 70.77 RCW, and other applicable laws and standards, notwithstanding NFPA (National Fire Protection Association) Standard 1123, and USCG (United States Coast Guard) requirements for the purpose of launching a commercial fireworks program over "navigable waterways".

The RFP provides a target range of program length at 16 to a maximum of 22 minutes. Entertainment Fireworks, Inc. has produced both the Kenmore Fun Days and City of Kenmore 4th of July events in the past, and these displays have varied in length. The outcome has been met with the satisfaction from the sponsoring bodies, and with corresponding "approval" of the spectator base.

You have asked for a directed observation of "price" vs. "length of program". I will provide you with that summation.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

The announced budget for the 11 and 12 shows is within range of past investments. The aerial maximum at this site is 4-inch, which helps to provide a larger quantity count of materials compared to other venues. Pyrotechnic product proposed is greater than prior contract periods.

It is important to perceive that what you are purchasing is the "opportunity to be entertained". Albeit, a potentially shorter program that features design and entertaining presentation, and makes use of your material and service that you have the budget to purchase, may garner more positive response from all, vs. a longer program with large gaps between launches and effects.

That being said, Entertainment Fireworks, Inc. can certainly support your vision for the shows.

We have included with this proposal the quantities of each respective size of item that will be furnished to the programs. The full "laundry list" of each item and description would consume the majority of space allowed for this RFP and possibly serves little purpose in the broad scope of the information you wish to evaluate to make your choice.

Local fire service authorities having jurisdiction have also defined in the past that the "firing" apparatus be angled a minimum of 10 degrees over Lake Washington, that all pyrotechnic items be fired electrically, and that no reloading of any "firing" apparatus occur during the initiation of the event.

Entertainment Fireworks, Inc. will obtain all necessary licenses and permits for your programs. The largest component of that process is the USCG Marine Permit for firing a commercial fireworks display over Lake Washington's "navigable waters". NOTE: as a matter of administrative course and expedience, Entertainment Fireworks, Inc. submits all of our marine permit applications at the beginning of a new year to avoid potential delays. Included with that submittal is the marine permit for City of Kenmore 2011 (which I have included a copy of). We did this prior to knowing the timing of the RFP cycle for 2011-12.

I will also provide Proposal Elements regarding: 1) Personnel, 2) Experience, 3) Pricing, Budget, and Insurance, and 4) Client References further in this document.

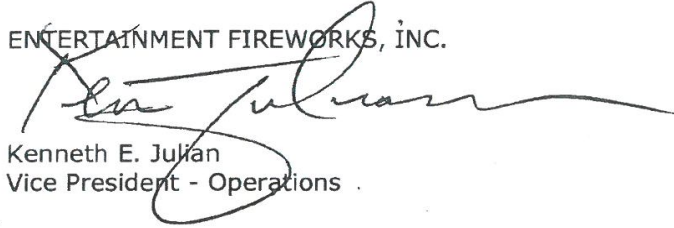
Thank you for the opportunity to submit this proposal and for your confidence and business in the past. It would be a privilege to work with the City again in 2011 and 2012.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

Sincerely,

ENTERTAINMENT FIREWORKS, INC.

A handwritten signature in black ink, appearing to read "Ken Julian", written over the company name.

Kenneth E. Julian
Vice President - Operations

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

Personnel Element:

SCHEDULED TO SUPERVISE: Dick Aspen will be assigned as "Project Manager" and Head Pyrotechnician. Mr. Aspen served in that role for the 2010 Display operation. Mr. Aspen is a licensed Washington State Pyrotechnician, and is a skilled and experienced 20-year veteran of Display Fireworks. Dick serves avocationally as an EFI Head Pyrotechnician, while having enjoyed a long career as a Western Washington professional electrical engineer. He is well suited to work with and understand the needs and concerns of the customers we serve.

Of note, regarding the City of Kenmore's commitment to EEO, the permitting, licensing, insurance assignment and full service administrative tasks will be coordinated by EFI President and CEO Judith A. Julian, and EFI Administrative Director Theresa Schuette.

Experience Element

Contact: Ken Julian, VP Operations
J. Larry Mattingly, VP Sales & Marketing
Judith A. Julian, President and CEO
Theresa Schuette, Director of Administration
Gary Schuette, Show Producer
Entertainment Fireworks, Inc.
PO Box 7160 (Olympia, WA 98507)
13313 Reeder Road SW
Tenino, Washington 98589
360-352-8911

Entertainment Fireworks, Inc. – Established 1997 after a successful acquisition of the Pacific Northwest assets of Pyro Spectaculars by Souza, Rialto, CA.

Entertainment Fireworks, Inc. provides full service "turn key" commercial fireworks display productions in Washington, Oregon, Idaho, Alaska, and Western Montana to over 200 display customers annually. Entertainment Fireworks, Inc. operates two full time facilities: HQ south of Olympia, and in the Spokane Valley. Among those, we work successfully with many municipalities and Chambers of Commerce system wide. We will provide contact information under the "Client References" Element.

Pricing, Budget, and Insurance Element

The Price/Budget for the 2 annual programs has been set at \$12,000 per year each of those two years. That investment is to be "all inclusive" turn-key. The dynamics of "force majeure" may be recognized for any unidentified occurrence outside of the control of the parties. Entertainment Fireworks, Inc. will readily seek to establish a quality initiative with all associated parties to mutually resolve any unlikely situation that may arise.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

Entertainment Fireworks, Inc. will provide the City of Kenmore with a **Liability Certificate of Accord in the amount of \$5,000,000**. Upon advice from the City of Kenmore, Entertainment Fireworks, Inc. will also list "additional insureds" who are directly involved in the production or administration of the program.

Entertainment Fireworks, Inc. is underwritten by the Lexington Insurance Company, currently rated by A.M. Best at "A" (Excellent). Brokerage contact information for Risk Management inquiries can be provided upon request.

It is important to note that Entertainment Fireworks, Inc. uniquely provides General Commercial Liability throughout our universe of displays with unlimited aggregate.

I have also provided an aerial site map defining the shoot site and minimum safety radius for the program.

Entertainment Fireworks, Inc. is providing its standardized "Display Agreement" for review. We understand that modifications may be requested to more appropriately fit the contract culture of the City of Kenmore. I believe we have successfully completed those requests in the past, and will certainly strive to meet any reasonable suggestion again.

Client References Element

Scott Pospichal
Longview Go Fourth Celebration
740 Commerce Avenue
Longview, WA 98632
360-578-2553

Mike Ogliore, Events Director
Bellevue Downtown Association
500 - 108th Avenue NE Suite 210
Bellevue, WA 98004
425-453-3110

John Hutton
City of Federal Way
PO Box 9718
Federal Way, WA 98063
253-835-6928

Adrian Buchan
Emerald Downs Racetrack
PO Box 617
Auburn, WA 98071
253-288-7719

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

City of Kenmore July 4, 2011-12

Entertainment Fireworks, Inc. is pleased to present this proposal for **City of Kenmore 2011-12** fireworks productions. This is a complete program and includes:

- Licensed Operator and Crew
- Transportation
- Worker's Compensation
- Liability Insurance Coverage
- All Equipment to Fire Display
- Administrative Coordination (all necessary permits and licenses)

Entertainment Fireworks purchases quality pyrotechnic materials from select sources in the United States, Europe, and Asia to provide your event with the best varieties possible.

These products have been selected with consideration of your budget, location and display to achieve, in our professional opinion, the maximum variety of color, size and overall effect.

If you wish to make any adjustment to quantities suggested, we would be happy to make changes of equivalent values at your request.

The following descriptions are representations of the types of aerial shells and other pyrotechnic materials to be used in your fireworks display.

And now to introduce your program...

**City of Kenmore
July 4, 2011-12**

Fireworks Display Proposal

Aerial Display Shells

3-inch Aerial Shells	Color	87
	Fancy	77
4-inch Aerial Shells	Color	100
	Fancy	54
	Special	15

**City of Kenmore
July 4, 2011-12**

Fireworks Display Proposal

Comets

6	<i>Comets 3.00-inch</i> – (2 each) Blue with Silver Tail, (2 each) Firefly Silver Strobe, (2 each) Red and Silver Tailed
----------	---

**City of Kenmore
July 4, 2011-12**

Fireworks Display Proposal

Specialty Display Products

45	Salutes: Titanium Flash Heavy Report (total of chained or single salutes)
8	Mines – (2 each) 3-inch Green Glitter Strobe Cylinder Aerial Mine, (2 each) 3-inch Red Glitter Strobe Cylinder Aerial Mine, (2 each) 3-inch Variegated Aerial Mine, (2 each) 4-inch Silver Glitter and Purple Mag Cylinder Aerial Mine
11	Multiple Shot Aerial Display Devices (Description of Varieties): (7 each) 100-shot Effect Multiple Shot, (2 each) 50-shot Effect Multiple Shot, (1 each) 2.5-inch 36-shot Effect Multiple Shot, and (1 each) 3-inch 25-shot Effect Multiple Shot. TOTAL AERIAL SHELLS OR SHOTS = 761
12	Performance Candle Batteries (Description of Varieties): (8 each) 1-1/2 inch 8-Ball Display Candle, (4 each) 2-inch 8-Ball Display Candle

**City of Kenmore
July 4, 2011-12**

Fireworks Display Proposal

Display Shell Recap

Total 3" Shells	154
Total 4" Shells	169
Total Comets	6
Total Specialty Display Products	77
GRAND TOTAL	406

+ *Grand Finale Aerial*

Finale Shells: A magnificent display of fantasy in the sky. Sounds of bursting barrages and a star break of spectacular colors. Shells simultaneously bursting in the sky, spreading a glorious rainbow of colors and lighting up the heavens with breathtaking beauty. A very special ending to your evening of a grand display of fireworks.

Quantity

2½" Finale Shells	50
3" Finale Shells	50
4" Finale Shells	20
TOTAL FINALE SHELLS	120

City of Kenmore July 4, 2011-12

Fireworks Display Proposal

FIREWORKS ITEMS VS. SHELL COUNT OR SHOTS

This proposal is calculated on actual pyrotechnic units planned for display at the event, NOT on volume of shots.

11 mutiple shot items are included under "SPECIALTY DISPLAY PRODUCTS" in the pyrotechnic unit count as the basis for this proposal. These **11** units are capable of projecting **761** aerial shells or shots.

In preparing your DISPLAY SHELL RECAP, **11** devices are used to give you a practical sum of the total units, and **does not** total the number of shots these devices can perform.

**City of Kenmore
July 4, 2011-12**

Fireworks Display Proposal

RECAP

DISPLAY INVESTMENT: **\$12,000 USD.**

Includes all expenses, plus choreography/music fees if applicable, except police or other protection to prevent intrusion of the public onto the firing grounds, and/or services of a standby fireman.

LIABILITY INSURANCE: Public liability and property damage insurance in the sum of \$1,000,000 and provided compensation insurance for all help and assistance as required by state laws governing Fireworks Displays.
Additional insurance coverage in the amount of \$4,000,000 is being included with this proposal.

NOTE: **Customer to provide sand (if applicable) and security.** Charges for barges and tugs, if applicable to the event, will be billed directly to the sponsor.

CONTRACTS AND DELIVERIES MAY BE SUSPENDED OR CANCELLED PENDING ANY CONTINGENCIES BEYOND THE FIRM'S CONTROL, E.G. FORCE MAJEURE, LOCKOUTS, STRIKES, ACCIDENTS, TEMPORARY STOPPAGES, WAR, OR THE LIKE.

Refer to enclosed contract for specific terms of this agreement.

Entertainment Fireworks, Inc.®

ENTERTAINMENT FIREWORKS, INC. DISPLAY AGREEMENT

1. This agreement, entered into this **15TH** day of **February 2011**, and between Entertainment Fireworks, Inc., hereinafter referred to as "EFI", and **City of Kenmore**, herein after referred to as PURCHASER.
2. EFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, **2** annual fireworks displays per **PROGRAM A**, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on the **4th** day of **July 2011 and 2012**, on at **Log Boom Park, Kenmore, Washington**.
3. PURCHASER, at it's own expense, agrees to provide to EFI: A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to EFI in which the fireworks and fireworks debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or it's property not authorized by EFI into the display site. C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by EFI, at all times to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above, EFI shall have no obligation to perform and PURCHASER agrees to pay EFI the entire contract price plus any additional expenses incurred because of said failure. If in it's sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that EFI, (including it's operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to insure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.
4. PURCHASER shall pay to EFI **Twelve Thousand Dollars (\$12,000.00)** each year for two consecutive years, **plus a \$25.00 fuel surcharge per year if applicable**. Full final payment is due within ten (10) calendar days after the date of the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER, by signing this agreement, authorizes EFI to receive and verify financial information concerning PURCHASER from any person or entity.
5. PURCHASER agrees to assume the risk of weather, or causes beyond the control of EFI which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may or effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within EFI's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond EFI's control, including, without limitation, inclement weather, EFI is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. PURCHASER further agrees to pay EFI for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date, EFI shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
6. PURCHASER shall have the option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay EFI, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 100% thereafter. If cancellation occurs prior to the date of the display, PURCHASER agrees to pay EFI, in addition to the above percentages, the reasonable value associated with any specific custom work performed by EFI or it's agents including but not limited to music, narration tape, production and/or sponsor logo.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

7. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of EFI's damages. The foregoing represents a reasonable estimate of the damages EFI will suffer if PURCHASER cancels the display.
8. EFI reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of EFI is prohibited.
9. EFI agrees to furnish insurance coverage in connection with the display only, for the following risks and amounts: bodily injury and property damage, including products liability FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of EFI in performing the Display provided for in this Agreement. Such insurance afforded by EFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by it's employees, agents, or independent contractors, to perform it's obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold EFI harmless from all claims and suits made against EFI for bodily injury or property damage arising from A) and B) of the paragraph.
10. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Washington. It is further agreed that if the courts of the State Of Washington shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein. It is further agreed that the Superior Court of Thurston County, Washington, shall be the proper venue for any such action.
11. In the event EFI breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from EFI beyond the amount PURCHASER agreed to pay EFI under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from EFI including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 9) above.
12. It is agreed, nothing in this Agreement or in EFI's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and EFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.
13. Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: ENTERTAINMENT FIREWORKS, INC., P.O. Box 7160, Olympia, Washington 98507. PURCHASER's address shall be **PO Box 82607, Kenmore, WA 98028**.
14. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by EFI at EFI's offices in Olympia, Washington. This agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE _____ . Pricing herein is firm through **March 20, 2011**.

FOR PURCHASER: City of Kenmore; Display Date: July 4, 2011-12

X _____ Title: _____

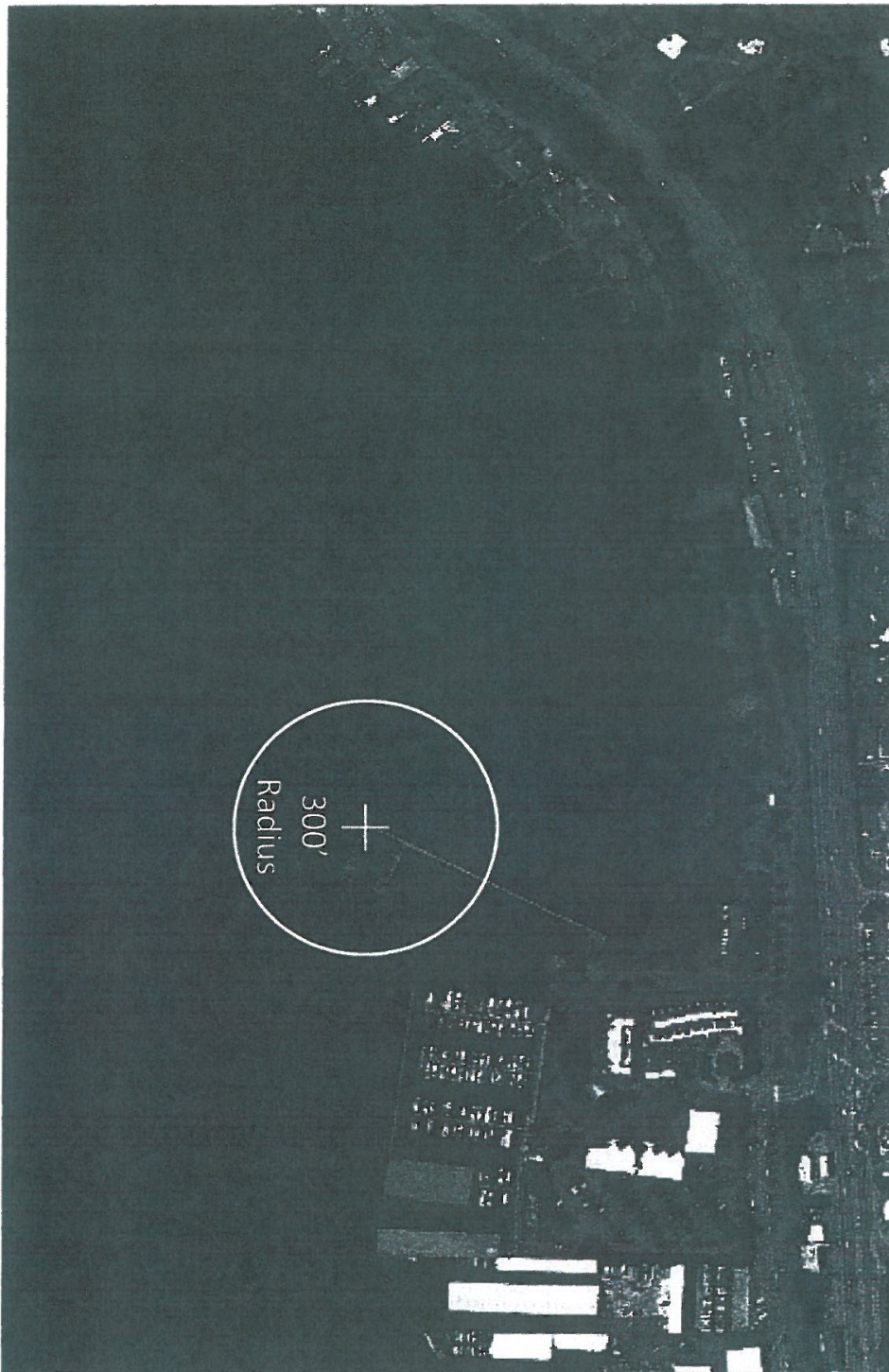
FOR ENTERTAINMENT FIREWORKS, INC.

X _____ Title: _____

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

KENMORE



VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

Department of Homeland Security US Coast Guard (CG-4423) (Rev 10-06)		APPLICATION FOR APPROVAL OF MARINE EVENT		Date Submitted 1-20-11
INSTRUCTIONS				
1. Please complete on a typewriter or print in black ink (for reproductions).			13 Have any objections been received from other interested parties? If YES, explain: NO	
2. This application must reach Sector Seattle at least 135 days prior to a new event and 60 days prior to a recurring event.			14 Vessels Provided by Sponsoring Organization for Safety Purposes (number and description) City of Kenmore to hire Sheriff Patrol Boat.	
3. Attach a selection of a chart or a scale drawing showing boundaries and/or courses and markers contemplated				
4. Submit a copy of your entry requirements, and any special rules pertaining to equipment, regs or procedures			15 Does The Sponsoring Organization Deem Their Patrol Adequate For Safety Purposes? If NO, explain: Yes	
1 NAME OF EVENT City of Kenmore 4th of July	2 DATE OF EVENT 7-4-11	4-TIME (from, to) 21:30 - 23:00	16 IS A COAST GUARD OR COAST GUARD AUXILIARY PATROL REQUESTED FOR CONTROL OF SPECTATOR AND/OR COMMERCIAL TRAFFIC? If YES, how many vessels do you recommend and why: NO	
5 NAME AND ADDRESS OF SPONSORING ORGANIZATION (include phone # and e-mail address) City of Kenmore Entertainment Fireworks PO Box 82607 Kenmore WA 98028 Olympia WA 98507			17 PERSON(S) IN CHARGE Will be named June 2010	
6 NO PARTICIPANTS			18 WHERE WILL PERSON(S) IN CHARGE BE DURING THE EVENT On barge, firing position	
7 SIZES OF BOATS N/A			19 HOW CAN PERSON(S) IN CHARGE BE CONTACTED DURING THE EVENT? VHF RADIO, CELL PHONE Cell phone. Will notify when pyro assigned.	
8 TYPES OF BOATS None Barge & Tug			20 PERSON TO BE CONTACTED FOR FURTHER DETAILS (Name Address, Zip Code) Gary Schuette (360) 352-8911 PO Box 7160 Olympia WA 98507-7160	
9 NO. SPECTATOR CRAFT Unknown			21 SIGNATURE <i>Gary Schuette</i> The undersigned has the authority to represent the sponsoring organization	
10 DESCRIPTION OF EVENT General Display Fireworks			22 TITLE President EFTI	
11 WILL THIS EVENT INTERFERE OR IMPEDE THE NATURAL FLOW OF TRAFFIC? If YES, explain: Possible water traffic congestion.			23 ADDRESS (include Zip code and telephone number) PO Box 7160 Olympia WA 98507-7160	
12 WHAT EXTRA OR UNUSUAL HAZARD (TO PARTICIPANTS OR NON PARTICIPANTS) WILL BE INTRODUCED INTO THE REGATTA AREA Possible water traffic congestion.			24 TO: COMMANDER (spw) U. S. COAST GUARD SECTOR 1619 Alaskan Way S. Seattle, Wa 98134-1182 Attn: Marine Event Permits	

The Coast Guard estimates that the average burden for this report form is 26 minutes. You may submit any comments concerning the accuracy of this burden estimate or any suggestions for reducing the burden to : Commandant (G-NAB) U. S. Coast Guard, Washington DC 20583-0001 or Office of Management and Budget, Paperwork Reduction Project (2115-0017), Washington, D. C. 20503.

VC.

Authorize City Manager to Execute Contract No. 11-C942 with Entertainment Fireworks in the

City of Kenmore, Washington

Proclamation

WHEREAS: The City of Kenmore recognizes the value of a collaborative effort with law enforcement, fire and emergency services departments, and the community to reduce the crime of arson; and

WHEREAS: The theme for 2011 Arson Awareness Week is Working Together to Extinguish Serial Arson; and

WHEREAS: The U.S. Fire Administration reports that there are an estimated 210,300 intentionally set fires each year resulting in approximately 375 deaths and 1,300 injuries; and

WHEREAS: The Bureau of Alcohol, Tobacco, Firearms and Explosives reports that from 2009 – 2010, there were 88 incidents reported as being associated with serial arson, with an aggregate monetary loss of \$4.8 million; and

WHEREAS: The price that America pays for arson is severe. In 2007, three firefighters died on scene or during response to intentional fires, and 6,100 firefighters were injured at the scene of intentional fires. In addition to needless injury and death, an estimated 1 billion dollars in direct property loss occurs annually.

NOW, THEREFORE I, David Baker, Mayor of the City of Kenmore in the State of Washington, on behalf of the City Council, do hereby proclaim the week of May 1, 2011 as;

“Arson Awareness Week”

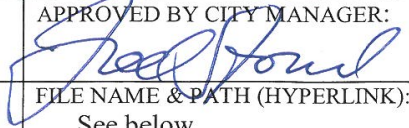
IN WITNESS THEREOF, signed this 25th day of April, 2011.

Signed _____

David Baker, Mayor

Attested _____

Lynn Suskin, City Clerk

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Presentation and Discussion: 2011 Historic Properties Survey Prepared by the King County Historic Preservation Program			25 April 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: Survey is grant- funded at no cost to the City		ACCOUNT NUMBER: n/a	
AMOUNT BUDGETED: \$0: no City funds required		NAME AND FUND #: n/a	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Contract No. 98-C4 2) Ordinance No. 98-008			
SUMMARY STATEMENT: Julie Koler, King County Preservation Officer, will brief the Council on the recent survey of approximately 100 historic properties in Kenmore conducted earlier this year. This survey was funded by a National Park Service Grant administered by the Washington Department of Archaeology and Historic Preservation. King County applied for the grant on behalf of the City of Kenmore. This survey provides a framework to guide future planning and preservation efforts in Kenmore. The most recent survey of Kenmore properties had been completed in the 1970's, and the 2011 survey had a specific focus on Mid-Twentieth Century properties. Any property built before 1976 was eligible for the survey, as properties over 40 years old are eligible for consideration for landmark status. In addition to the Mid Century properties, the survey documented properties identified by the Kenmore Heritage Society in its book <i>Kenmore by the Lake: A Community History</i> and updated records for buildings that have been surveyed previously. Prior to the survey Assistant City Manager Nancy Ousley contacted the Kenmore Heritage Society, who provided important leadership and support to the project. The Uplake Neighborhood, Inglewood Golf Club and individual property owners also contributed information for the survey. Two properties in Kenmore are currently on historic registers: The Saint Edward Seminary is on the National Register of Historic Places and the Washington Heritage Register and the Thomsen Estate is a Local Landmark.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Ordinance No. 98-008 Kenmore designated the King County Landmarks Commission (with a Special Member from Kenmore) to act as the Landmarks Commission for Kenmore, and adopted by reference King County code regarding the preservation and designation of historic properties (see Kenmore Municipal Code Chapter 2.20). Contract No. 98-C4, an interlocal agreement with King County, provides for landmark designation and preservation technical services.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Discussion, no action requested			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE: 6 April 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): See below	

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98-CY

Interlocal Agreement for Landmark Services *Cult. Res.***AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KENMORE
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Kenmore a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated ; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the City for the benefit of present and future generations; and

WHEREAS, the City does not have the organization and personnel to do so; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. The County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, K.C.C. 20.62 within the City limits.

2. City's Responsibilities. In support of the County in the designation and protection of landmarks the City shall:

A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in King County Ordinance 10474, KCC 20.62. The ordinance shall provide that the King County Landmarks and Heritage Commission

• shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

1. Provision for the appointment of a special member to the King County Landmarks and Heritage Commission as contemplated by K.C.C. 20.62.030.
2. A provision that appeals from decisions of the King County Landmarks and Heritage Commission pertaining to real property within the city limits shall be taken to the city council.
3. Provisions for penalties for violation of the certificate of appropriateness procedures.
4. A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect historic buildings, structures, objects, sites, districts, or archaeological sites to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting historic buildings, structures, objects, sites or districts.

B. Appoint a Special Member to the King County Landmarks and Heritage Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. 20.62 such Special Member shall be a voting member of the King County Landmarks and Heritage Commission on all matters relating to or affecting landmarks within the City.

C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities.

A. Process all nominations for designation as a landmark or community landmark made on properties within the City.

B. Conduct design review, planning, training, and public information activities necessary to support landmarking activities. Design review, planning, training, and public information tasks shall be defined by mutual agreement of both parties. If the City does not appoint its own Design Review Board to review proposals to make changes to landmarks and to issue Certificates of Appropriateness for such changes in accordance with the procedures and criteria set forth in the local landmark ordinance adopted under 2. A. above., the King County Landmarks and Heritage Commission shall serve as the local Design Review Board.

C. A copy of the Commission's designation report or decision rejecting a nomination shall be delivered to the City in addition to the parties specified in K.C.C. 20.62 within five (5) working days after it is issued.

D. A copy of the designation report shall be filed with the County Recorder by the HPO together with a legal description of the designated property and the notification that the provisions of the City ordinance apply.

E. Process applications for Certificates of Appropriateness to demolish, move, or make alterations in any significant feature of a landmark within the City limits as provided for by compensation.

F. The King County Landmarks and Heritage Commission shall act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the City limits.

G. The HPO shall review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be forwarded to the city official responsible for the issuance of building and related permits.

4. Compensation.

A. Costs. The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement for labor costs to the County costs shall be revised annually. Addendum A contains 1998 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 1998 maximum cost to the City for reimbursable services.

B. Billing. The cost of services shall be billed quarterly. The quarterly bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. Indemnification.

A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.

B. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

6. Duration. This agreement is effective beginning upon the incorporation date for the City of Kenmore, and shall continue automatically until it is terminated by forty-five days written notice from either party to the other.

7. Administration. This agreement shall be administered for the County by the Manager of the Cultural Resources Division, or the manager's designee, and for the City by the City Manager or the manager's designee.

8. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 1998.

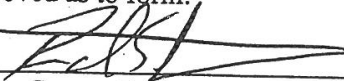
CITY OF KENMORE

By: 

Title: City Manager
Donna Smith
George Lewis
KING COUNTY

By: 
King County Executive

Approved as to form:

By: 
King County Prosecutor

*** Interlocal Contract for Historic Preservation Services**

Addendum A: King County Labor Costs

The following hourly rates for County-provided historic preservation services apply for 1998. The hourly figure incorporates wages, benefits, and overhead as set in the Indirect Cost Rate Plan for the Cultural Resources Division of the Parks, Planning and Resources Department. The figure is adjusted to account for vacation, sick leave and holidays and thus reflects actual working hours.

Historic Preservation Officer:	\$60.54 per hour
Preservation Planner:	\$52.82 per hour
Design Review Coordinator:	\$44.42 per hour
Executive Secretary:	\$35.73 per hour

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CAM/lbh/clr
06/11/98

ORDINANCE NO. 98-0008

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE PROTECTION AND PRESERVATION OF LANDMARKS IN THE CITY OF KENMORE, ESTABLISHING PROCEDURES FOR DESIGNATION AND PRESERVATION OF LANDMARKS; REDESIGNATING ALL COUNTY LANDMARKS WITHIN THE CITY AS CITY LANDMARKS SUBJECT TO THIS ORDINANCE; DESCRIBING THE PROCEDURE FOR THE APPOINTMENT OF A SPECIAL MEMBER REPRESENTING THE CITY ON THE KING COUNTY LANDMARKS AND HERITAGE COMMISSION; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; ADOPTING KING COUNTY CODE SECTIONS 20.62.020, 20.62.040, 20.62.050, 20.62.070, 20.62.080, 20.62.100, 20.62.110, 20.62.130, 20.62.140 AND 20.62.150 BY REFERENCE.

WHEREAS, the Kenmore City Council believes that the interests of the public require the continuation of a historic preservation program for landmarks within the City limits;
NOW, THEREFORE,

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

Section 1. Findings and Purpose. The City Council finds that:

A. The protection, enhancement, perpetuation and use of buildings, sites, districts, structures and objects of historical, cultural, architectural, engineering, geographic, ethnic and archaeological significance located in Kenmore is necessary in the interest of the prosperity, civic pride and general welfare of the people of Kenmore.

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B. Such cultural and historic resources are a significant part of the heritage, education and economic base of Kenmore, and the economic, cultural and aesthetic well-being of Kenmore cannot be maintained or enhanced by disregarding its heritage and by allowing the unnecessary destruction or defacement of such resources.

C. Present preservation programs and activities are inadequate for insuring present and future generations of Kenmore residents and visitors a genuine opportunity to appreciate and enjoy our heritage.

D. The purposes of this chapter are to:

1. Designate, preserve, protect, enhance, and perpetuate those sites, buildings, districts, structures and objects which reflect a significant element of the cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, historic and other heritage of Kenmore, the county, state and nation;

2. Foster civic pride in the beauty and accomplishments of the past;

3. Stabilize and improve the economic values and vitality of landmarks;

4. Protect and enhance Kenmore's tourist industry by promoting heritage-related tourism;

5. Promote the continued use, exhibition and interpretation of significant sites, districts, buildings, structures, and objects for the education, inspiration and welfare of the people of Kenmore;

6. Promote and continue incentives for ownership and utilization of landmarks;

7. Assist, encourage and provide incentives to public and private owners for preservation, restoration, rehabilitation and use of landmark buildings, sites, districts, structures and objects;

8. Work cooperatively with other jurisdictions to identify, evaluate and protect historic resources in furtherance of the purposes of this chapter.

Section 2. Landmarks and Heritage Commission Created -- Membership and Organization.

A. The King County Landmarks and Heritage Commission established pursuant to King County Code, Chapter 20.62 is hereby designated and empowered to act as the Landmarks Commission for Kenmore, pursuant to the provisions of this ordinance.

B. The Special Member of the King County Landmarks and Heritage Commission provided for in Section 20.60.030 of the King County Code shall be appointed for a three-year term by the Mayor, subject to confirmation of the City Council. Such Special Member shall be appointed based on a demonstrated interest and competence in historic preservation. The Special Member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the manner set forth in this section, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but may not serve more than two consecutive three year terms. The Special Member shall be deemed to have served one full term if he/she resigns at any time after his/her appointment, or if the Special Member serves more than two years of an unexpired term. The Special Members of the Commission shall serve

without compensation except for out-of-pocket expenses incurred in connection with commission meetings or programs, which expenses shall be reimbursed by the City of Kenmore.

C. The Commission shall not conduct any public hearings required under this ordinance with respect to properties located within the City of Kenmore until the Commission's rules, regulations and procedures, consistent with this ordinance, have been filed with the City Clerk.

Section 3. Adoption by Reference of Portions of King County Code. The following sections of the King County Code (KCC) are hereby adopted by reference as if fully set forth herein, together with the following amendments:

A. KCC § 20.62.020 -- Definitions. This Section shall be adopted in its entirety with the following amendments:

F. "Council" is the ~~King County~~ Kenmore City Council.

* * *

I. "Director" ~~or is the director of the King County Department of Development and Environmental Services~~ "Manager" is the person or officer who approves building permits for the City, or his or her designee.

* * *

B. KCC § 20.62.040 -- Designation Criteria. All references to "King County" are eliminated and replaced with "City of Kenmore."

C. KCC § 20.62.050 -- Nomination Procedure.

D. KCC § 20.62.070 -- Designation Procedure. All references to "King County" are eliminated and replaced with "City of Kenmore."

E. **KCC § 20.62.080 -- Certificate of Appropriateness Procedure.** The last sentence in subsection (A) is deleted.

F. **KCC § 20.62.100 -- Evaluation of Economic Impact.**

G. **KCC § 20.62.110 -- Appeal Procedure.**

H. **KCC § 20.62.130 -- Penalty for Violation of KCC § 20.62.080.**

I. **KCC § 20.62.140 -- Special Valuation for Historic Properties.**

J. **KCC § 20.62.150 -- Historic Resources.** The last sentence in subsection (B)(4) is deleted. Subsection (C) is deleted.

Section 4. Redesignation of Existing Landmarks. All County landmarks designated pursuant to the provisions of chapter 20.62 of the King County Code located within the Kenmore city limits shall be subject to the provisions of this ordinance.

Section 5. Copies of Codes Adopted by Reference Filed with City Clerk. Pursuant to RCW 35A.13.180 and 35A.12.140, one copy of all of the King County Codes adopted by reference in this ordinance are on file for review by the public in the office of the City Clerk.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be 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 section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force on August 31, 1998.

E. **KCC § 20.62.080 -- Certificate of Appropriateness Procedure.** The last sentence in subsection (A) is deleted.

F. **KCC § 20.62.100 -- Evaluation of Economic Impact.**

G. **KCC § 20.62.110 -- Appeal Procedure.**

H. **KCC § 20.62.130 -- Penalty for Violation of KCC § 20.62.080.**

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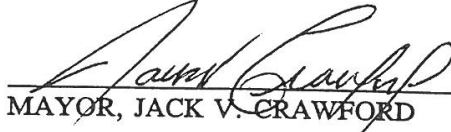
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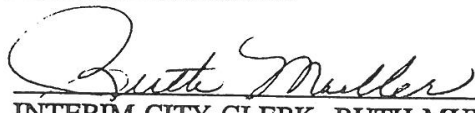
Section 7. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

PASSED by the City Council of the City of Kenmore this 15th day of June, 1998.

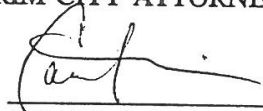
APPROVED:


MAYOR, JACK V. CRAWFORD

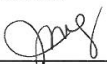
ATTEST/AUTHENTICATED:

By: 
INTERIM CITY CLERK, RUTH MULLER

APPROVED AS TO FORM:
INTERIM CITY ATTORNEY

By: 
CAROL A. MORRIS

FILED WITH THE INTERIM CITY CLERK: 6/11/98
PASSED BY THE CITY COUNCIL: 6/15/98
PUBLISHED: 6/22/98
EFFECTIVE DATE: 6/22/98
ORDINANCE NO. 98-0008

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Discussion on the City's Current Code Enforcement Process and Proposed 2011 Code Enforcement Updates.			April 25, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Land Development and Permitting	Bryan Hampson	Bryan Hampson	425-398-8900
COST OF PROPOSAL: Staff time to prepare City Attorney time to review		ACCOUNT NUMBER: 01595001 01155409	
AMOUNT BUDGETED: The 2011/2012 biennium budget includes regular salaries and wages and the City Attorney expenses		NAME AND FUND #: General Fund 01	
ATTACHMENTS TO AGENDA PACKET:			
- Cover memorandum dated 4/8/11, from Bryan Hampson, describing proposed changes to and reasons for program update - Exhibit A - Code Compliance Program and Process Comparison			
SUMMARY STATEMENT:			
This is to discuss the City's current and proposed code compliance programs, with the City Council, for direction on what to bring back for adoption. City management recommends the Council consider amending and updating the Code Enforcement program as previously adopted as Chapter 1.20 in the Kenmore Municipal Code. The last revision to the code was in 2000, the initial ordinance. We looked at numerous other jurisdictions programs and found three that fit with Kenmore's vision and needs. From these three programs we created and are recommending a process that fit the City of Kenmore's needs.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:			
Consistent with Ordinance 00-0078 regarding code enforcement and nuisance abatement and providing for severability.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:			
Motion to authorize the City Manager to proceed with the amendments to the City's current code enforcement process as discussed and to bring back to Council for adoption.			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE: April 8, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK):	
		1 Agenda Bill, 2011 Code Enforcement Update.doc 2 Cover Memo Code Enf Update 4-8-2011.docx 3 Code Compliance Comparison Matrix.xlsx	

IXA.

Review and Discussion on Code Enforcement Current Process and Proposed Process - Bryan



City Of Kenmore, Washington

Memorandum

Date: 4/8/2011

To: Fred Stouder, City Manager

From: Bryan Hampson, Director of Land Development and Permitting, Building Official

Re: **Code Enforcement Program Update**

This topic is on the Council's agenda for discussion on Monday, April 25, 2011. City management recommends the Council consider amending and updating the Code Enforcement program as previously adopted as Chapter 1.20 in the Kenmore Municipal Code. The last revision to the code was in 2000, the initial ordinance. The current objective is to align with the City's direction and goals of:

1. Providing more in-house services; and
2. Reducing contract services; and
3. Reducing overall costs; and
4. Improving the effectiveness and efficiency of City Services.

With these goals in mind, we looked at numerous other jurisdictions programs and found three that fit with Kenmore's vision. The three jurisdictions we analyzed further are the City of Kent, Washington, the City of Burien, Washington and the City of Bothell, Washington. From these three programs we created and are recommending a process that fit the City of Kenmore's needs.

The proposed process will give the necessary tools to resolve situations in a timelier and more effective manner. The City's current process relies too heavily on outside agencies and does not have a definitive method to resolve a case without going to King County District Court.

The recommended process recognizes typical administrative actions can be managed by the City and will significantly reduce the overall time and City involvement. We currently have a variety of simple public nuisance cases, such as junk vehicles, dilapidated buildings, and noxious weeds.

The City's first and foremost objective will continue to be to resolve violations through meetings, discussions and agreements. The proposed process will change and update

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IXA.

Review and Discussion on Code Enforcement Current Process and Proposed Process - Bryan

how to manage and resolve violations and will improve the process to pursue notices of violations when the person responsible for the violations is not responding. The recommended process could reduce the City involvement and overall time in months and in some cases years.

The significant and most important change would be the Code Compliance Officer would prepare and send the notice to the person responsible for the violation. Previously the City Attorney prepared and sent the notice. Another significant and important change would be the time limitations and deadlines. Previously the person responsible could wait until the day before the hearing to respond. The proposed process would require the person responsible for the violation to respond and request a hearing within 15 days of receiving the notice. After receiving the request for appeal, a hearing is scheduled with the Hearing Examiner within the next 60 days. With the proposed process cases could have a determination in as little as 30 days or at the most 75 days.

The proposed process will not change the amount of assessed fines, other than for repeat violators, nor will it change the fees associated with code enforcement cases. The fines and penalties will continue to be assessed through the judicial system. The proposed process will predominately use the services of the Hearing Examiner instead of the District Court. The Hearing Examiner currently processes all of the City's Type 2 land decision appeals.

The City Attorney is familiar with this process and would support the proposed changes. The proposed process is commonly used by jurisdictions to be able to manage simple public nuisance cases on an administrative level without needing to involve the City Attorney and District Courts. The City Attorney would be involved with the proposed code language and would review, for approval, the final draft of the proposed code language.

City of Kenmore, Washington
Code Compliance Program and Process Comparison

EXHIBIT A
page 1 of 2

Action	City of Kenmore's Current Process	City of Kent's Process	City of Burien's Process	City of Bothell's Process	Proposed Process	See page 2 for footnote reference and description
First Contact + Correction Requested by:	Staff	Staff	Staff	Staff	Staff	1
Voluntary Correction Agreement Prepared by:	Staff	Staff	Staff	NA	Staff	2
Notice of Violation Prepared by:	City Attorney (CA)	Staff	Staff	Staff	Staff	3
Processing Agency	District Court	Hearing Examiner	District Court	Hearing Examiner	Hearing Examiner or District Court	4
Notifying Group	City Attorney - certified or registered mail or posting of property	Staff - first class mail or personal service or posting or publishing	Staff - first class mail or personal service or posting or publishing	Staff - certified or registered mail. First class mail or personal service or publishing	Staff - first class mail or personal service or posting or publishing	5
Response Time of the Person Responsible for the Violation	Prior to hearing (could be up to 60 days)	14 days after service	10 days after service	15 days after service	15 days after service	6
Failure to Respond to Notice of Violation	City proceeds with court hearing to determine an outcome	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	violations deemed committed without requiring further action by city or hearing examiner and fines and fees due	7
Hearing Date Requested by: and Timeline	City Attorney	Person Responsible for violation 14 days after service	Person Responsible for violation 10 days after service	Person Responsible for violation 15 days after service	Person Responsible for violation 15 days after service	8
Filing Fee (if Hearing is Requested)	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	9
Daily Fine	\$500 per day	\$500 per day with (reducible to \$100 per day)	\$100/\$250/\$500	\$250 per day - double for repeat within one year	\$500 per day with (reducible to \$100) & double for repeat within one year	10
Additional Fees	all costs including staff time, attorney fees	all costs including staff time, attorney fees	all costs including staff time, attorney fees	all costs including attorney fees plus 15% for admin time	all costs including attorney fees plus 15% for admin time	11
Failure to Appear of the Person Responsible for the Violation	City Attorney presents City's case to court and court renders decision	Hearing Examiner enters findings and assesses fines as indicated in notice of violation	Court enters findings and assesses fines as indicated in notice of violation	NA	Hearing Examiner enters findings and assesses fines as indicated in notice of violation	12
Repeat Violation Date	no specific timeline	no specific timeline	Within 12 months of prior similar violation	no specific timeline	Within 12 months of prior similar violation	13
Penalty Collection System	Lien	Collection per RCW 19.16	Collection or Lien at parity of city or county taxes	City	Collection or Lien at parity of city or county taxes	14

City of Kenmore, Washington
Code Compliance Program and Process Comparison Cont.

page 2 of 2

Referenced Footnote #	Description	Proposed Process	Explanation
1	Currently the violation information is provided to the City via various methods. Which may include Citizen Action Request (CAR's), observations by City Official, or reported to the City by phone or e-mail	No Change	These are the typical methods to inform the jurisdiction
2	A "Voluntary Correction Agreement" is a process provided that allows the person responsible for the violation to enter into an agreement with the city under which such person agrees to abate the violation within a specified time and according to specified conditions.	No Change	This is a necessary step to try to resolve the matter prior to a notice of violation
3	A "Notice of Violation" is a formal notification to the person responsible for the violation identifying the violations and required mitigations.	Would allow the city staff to prepare	This is a typical administrative action and will reduce costs to the City. The City's current process requires the court date, time and location (which is set up by the city attorney)
4	The processing agency is the group that will conduct the appeal hearing	Hearing Examiner or District Court	A duel system option allows the City to decide which option to use. The majority of the cases would be heard by the Hearing Examiner. The City attorney would be needed for more complex situations, these cases would go before the District Court.
5	A notifying group is the person(s) responsible for issuing the notice of violation	Allows staff administrative control	This is a typical administrative action. First class mail is recognized as legal notification. A person can reject certified mail.
6	The response time is the time required for person responsible for the violation to respond, to the City, to request a hearing.	Would allow the city to process cases quicker	This is an important component to be able to process cases more expediently
7	Failing to respond by the person responsible for the violation in the time specified in the notice of violation	Would reduce unnecessary costs and time delays occurred	The City's current process requires the City to proceed with the court hearings for a judgement even without any response or participation of the person responsible for the violation
8	The party responsible for requesting the hearing examiner	Would require the person responsible for the violation to request a hearing to appeal	This would allow the City to not be required to proceed to a hearing when the person responsible for the violation doesn't want to appeal.
9	Filing fee is the cost to file the case to be heard by the district court or with hearing examiner	Would deter people from filing an appeal just to file it	The filing fee will be refunded if the case is heard and the person responsible for the violation succeeds.
10	Daily fines are fines associated with alleged violation. Fines are typically dismissed or reduced if violation is corrected by the date set by hearing.	Would have a minimum cap and would double if the person responsible for the same type of violation repeated	The \$500.00 per day fine would remain as a deterrent for violation. However, this could be reduced by the Hearing Examiner or Judge to a minimum \$100.00 a day. Doubling of repeat violations of similar offenses will deter repeat violations
11	Additional fees are other costs associated with the prosecution of case	Would simplify the process	Possible costs include expert witnesses (geo-tech, sensitive area experts...), attorney fees. A 15% Administration Fee is avoids errors.
12	Failure to appear is when the person responsible for the violation does not appear for the date set to be heard with court/hearing examiner.	Would allow the Hearing Examiner or Court to enter findings and assess fines as prescribed in the notice of violaton without trying the case	Our current system requires the City to try the case in district court regardless if the defendant is present or fails to appear. This change will require the hearing examiner/court to find the violation as stated in the notice of violation and assess fines/penalties as prescribed in the notice of violation without trying the case and without reducing fines/penalties/other fees
13	A repeat violation means the same or similar violation has been repeated by the same person or on the same property	Would establish a consequence for a repeat violation	Our current process does not have a penalty for violations repeated by the same persons. This would establish a repeat violation timeline.
14	A penalty collection system is a process used by City to collect penalties/fines/costs associated with the case.	Would establish a collection or Lien at a parity of city or county taxes and places the penalty in a heirchy above current systems.	This allows the City an alternative to a lien and would allow the City to move up the collection system ladder