



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

City of Kenmore
City Council Special and Regular Meeting Agenda
6:00 p.m., Monday, January 28, 2019
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

- I. 6:00 p.m. CALL SPECIAL MEETING TO ORDER**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. AGENDA APPROVAL**
- V. DINNER MEETING WITH COUNTY COUNCILMEMBER ROD DEMBOWSKI**
 - A. Navigator Program Funding – Thank you!
Passenger Ferry Plan Development Funding – Thank you!
King County Youth Recreation Grant
 - Boathouse for Rowing
 - Next Round of FundingRegional Aquatic Center
King County Metro 234 Bus Route – Good News
ST3 Bus Rapid Transit & Parking Garage
 - Metro Park & Ride as Likely Garage Location
 - TOD, Affordable Housing, Quality Design Opportunity with the GarageAffordable Housing
 - King County Bond Funding
 - Other OpportunitiesNorthshore Parks and Recreation Service Area (NPRSA)
Other Topics of Mutual Interest
- VI. CITIZEN COMMENTS**
 - A. This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VII. CONSENT AGENDA

- A. Total check #s 41445 through #41558 in the amount \$671,283.54.
Total payroll/taxes/flexible spending/retirement and health savings account electronic deposits dated: 12/28/2018 in the amount of \$145,345.15.
Payroll check #10112 in the amount of \$1,701.27.
[Checks](#)
- B. Authorize the City Manager to Enter into a Service Agreement (Contract #19-C1986) with King County Department of Adult and Juvenile Detention Community Work Program
[Agenda Item](#)
- C. Authorize the City Manager to Execute Amendment No. 3 to Contract 17-C1810 with Community Attributes, Inc.
[Agenda Item](#)
- D. Authorize the City Manager to Execute Contract 18-C1957 with Best Parking Lot Cleaning for Street Sweeping Services
[Agenda Item](#)
- E. Authorize the City Manager to Execute Contract 19-C1982 with the Department of Ecology to Accept Water Quality Combined Financial Assistance Grant Funds for the 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project
[Agenda Item](#)
- F. Authorize the City Manager to Execute Contract 19-C1983 with the Department of Ecology to Accept Water Quality Combined Financial Assistance Grant Funds for the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project
[Agenda Item](#)
- G. Approve Resolution 19-317 to Authorize the City Manager to Enter into an Agreement with the Recreation and Conversation Office for the Squire's Landing Riparian Restoration Project Agreement #14-1333 by Signing Amendment 2 of the Project Agreement per the Conditions set forth by the MOU between the City and Adopt A Stream Foundation and the Sno-King Watershed Council
[Agenda Item](#)
- H. Approve Amendment G of the Interlocal Agreement between the City of Kenmore and King County for the Conservation Futures Tax Levy Grant Program
[Agenda Item](#)
- I. Approve Amendment F of the Interlocal Agreement between the City of Kenmore and King County for the Conservation Futures Tax Levy Grant Program
[Agenda Item](#)

VIII. BUSINESS AGENDA

- A. King County Metro Parking Permit Program -Tristan Cook, King County Metro Transit
[Agenda Item](#)
- B. 2019 Annual Docket for the Planning Commission - Lauri Anderson, Senior Planner
[Agenda Item](#)
- C. Walkways & Waterways - 68th Avenue Sidewalk and Bike Lane Project: Driveway Discussion with Property Owners - John Vicente, City Engineer and Kent Vaughan, Civil Engineer
[Agenda Item](#)
[68th Presentation](#)

IX. STAFF REPORT

- A. Federal Government Shutdown Impact on West Sammamish River Bridge Project
[Press Release](#)
- B. Lakepointe Update
[Memorandum](#)

X. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XI. ADJOURNMENT

Upcoming Meetings:

- A. Monday, February 11, 2019 - Regular Council Meeting
Tuesday, February 19, 2019 - Tentative Council Meeting; May be Canceled
Monday, February 25, 2019 - Regular Council Meeting



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

12/29/2018 - 01/11/2019

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

Total Check #s 41445 through 41558: \$671,283.54

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 12/28/2018: \$ 145,345.15

Payroll Check # 10112 in the amount of: \$ 1,701.27

 1-16-19

City Manager / Date

 1/10/19

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AFLAC	41445	12/30/2018	Employee Medical/Disability Plans	172.38
AFLAC	41445	12/30/2018	Employee Medical/Disability Plans	154.72
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	40.72
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	6.68
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	5.36
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	17.26
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	4.83
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	5.51
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	1,186.64
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	203.50
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	156.29
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	2.41
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	0.68
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	0.77
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	36.77
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	10.62
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	5.37
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	17.25
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	4.83
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	5.52
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	1,083.01
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	313.58
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Ins Contributions	156.28
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	3.69
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	0.68
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	0.77
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	3,325.59
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	947.12
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	385.35
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	3,354.59
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	8.67
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	(105.75)
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	30,318.73
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	(105.75)
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	8,362.92
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	3,590.73
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	425.84

AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	140.21
AWC EMPLOYEE BENEFITS	41446	12/30/2018	Employee Health Insurance	50.17
AWC EMPLOYEE BENEFITS	41447	12/30/2018	Void	-
AWC EMPLOYEE BENEFITS	41448	12/30/2018	Void	-
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	36.79
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	7.37
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	5.33
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	17.25
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	4.83
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	5.52
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Ins Contributions	1,079.78
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Ins Contributions	259.43
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Ins Contributions	156.29
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	3.69
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	0.68
AWC EMPLOYEE BENEFITS	41449	01/04/2019	Employee Health Insurance	0.77
ICMA RETIREMENT C/O ALLFIRST BANK - 1099€	41450	01/04/2019	City of Kenmore 401a Loan	240.68
ICMA RETIREMENT C/O ALLFIRST BANK - 1099€	41450	01/04/2019	City of Kenmore 401a Loan	219.19
ICMA RETIREMENT C/O ALLFIRST BANK - 1099€	41450	01/04/2019	City of Kenmore 401a	10,837.39
ICMA RETIREMENT C/O ALLFIRST BANK - 1099€	41450	01/04/2019	City of Kenmore 401a	1,751.78
ICMA RETIREMENT C/O ALLFIRST BANK - 1099€	41450	01/04/2019	City of Kenmore 401a	1,128.02
ICMA RETIREMENT TRUST 457 - 304745	41451	01/04/2019	ICMA 457 Deferred Comp	78.30
ICMA RETIREMENT TRUST 457 - 304745	41451	01/04/2019	ICMA 457 Deferred Comp	3,492.29
ICMA RETIREMENT TRUST 457 - 304745	41451	01/04/2019	ICMA 457 Deferred Comp	95.00
ICMA RETIREMENT TRUST 457 - 304745	41451	01/04/2019	ICMA 457 Deferred Comp	692.08
STATE OF FLORIDA DISBURSEMENT UNIT	41452	01/04/2019	Employee Deduction	275.00
ALPHAGRAPHS	41453	12/31/2018	Business Cards	68.53
ALPHAGRAPHS	41453	12/31/2018	Business Cards	68.53
ALPHAGRAPHS	41453	12/31/2018	Business Cards	137.07
ANCHOR QEA, LLC	41454	12/31/2018	17-C1684 Nov. Navigation Channel Tech Suppor	292.50
ASSOCIATED PETROLEUM PRODUCTS INC.	41455	12/31/2018	City Hall Generator Fuel Refill	1,642.36
BANNER BANK NO	41456	12/31/2018	Uber/Hyatt SanFrancisco/Luminous Works LLC	79.20
BANNER BANK NO	41456	12/31/2018	Uber/Hyatt SanFrancisco/Luminous Works LLC	1,498.36
BANNER BANK NO	41456	12/31/2018	Uber/Hyatt SanFrancisco/Luminous Works LLC	595.00
BANNER BANK NO	41456	12/31/2018	Uber/Hyatt SanFrancisco/Luminous Works LLC	65.87
BOTHELL KENMORE CHAMBER OF COMMERCE	41457	12/31/2018	December KBA Support Svcs	300.00
BRIEN, GAYLYNN	41458	12/31/2018	Oct. Sales Tax Data Conversion Svcs	50.00
BULGER SAFE & LOCK, INC.	41459	12/31/2018	Linwood Park Bollard Lock	66.87
CADMAN MATERIALS, INC.	41460	12/31/2018	Asphalt for 88th/Simonds Pothole Repair	68.07
CALPORTLAND COMPANY	41461	12/31/2018	Gravel for Temp, PW Shop Site Grading	318.39
CASCADE PEST CONTROL	41462	12/31/2018	Nov. Rhododendron Park Pest Control	143.00
CASCADE PEST CONTROL	41462	12/31/2018	Dec. Rhododendron Park Pest Control	143.00
CITY OF BELLEVUE	41463	12/31/2018	4th Qtr Pooled Human Svcs Program	17,775.00
CITY OF BELLEVUE	41463	12/31/2018	Qtr 4 2018 My Building Permit Dues	4,198.25
CITY OF LAKE FOREST PARK	41464	12/31/2018	Dec. Public Works Crew/Equipment	18,387.00
CITY OF LAKE FOREST PARK	41464	12/31/2018	Dec. Public Works Crew/Equipment	19,122.48
CITY OF LAKE FOREST PARK	41464	12/31/2018	Dec. Public Works Crew/Equipment	397.21
CITY OF LAKE FOREST PARK	41464	12/31/2018	Dec. Public Works Crew/Equipment	36,038.52
CITY OF LAKE FOREST PARK	41464	12/31/2018	Dec. Public Works Crew/Equipment	103.62
CODE PUBLISHING COMPANY	41465	12/31/2018	12/5/18 Municipal Code Web Update	391.70
COLUMBIA RIDGE LANDFILL	41466	12/31/2018	12/10 Street Sweeper Debris Disposal	1,461.66
COMCAST BUSINESS	41467	12/31/2018	12/19/18-1/18/19 Hangar Bldg. Cable/Music	131.28

CONSOLIDATED PRESS	41468	12/31/2018	Winter Newsletter	3,511.80
CURTIS, DR. MILTON	41469	12/31/2018	Aug. - Dec. Mileage Reimbursement	91.02
FRONTIER	41470	12/31/2018	12/28/18-1/27/19 City Hall Phone Svc.	614.67
FRONTIER	41471	12/31/2018	12/28/18-1/27/19 City Hall Phone Svc.	447.98
FRUHLING SAND & TOPSOIL	41472	12/31/2018	Dec. Brush Bin Disposal	160.00
GALLATIN PUBLIC AFFAIRS	41473	12/31/2018	Dec. Media Relations/Marketing Svcs	3,500.00
GORDON THOMAS HONEYWELL	41474	12/31/2018	Dec. Government Affairs Consulting Svcs	4,190.23
HDR ENGINEERING, INC	41475	12/31/2018	16-C1625 11/25-12/31 Juanita Ped/Bike Svcs	12,091.86
HDR ENGINEERING, INC	41476	12/31/2018	17-C1743 10/28-11/24 153rd Safe Routes to Sch	489.56
HDR ENGINEERING, INC	41477	12/31/2018	16-C1625 10/28-11/24 Juanita Ped/Bike Improve	9,754.80
HDR ENGINEERING, INC	41478	12/31/2018	17-C1743 11/25-12/31 Safe Route to School	8,144.61
HERMANSON COMPANY, LLP	41479	12/31/2018	City Hall HVAC Preventative Maint.	1,422.85
HERMANSON COMPANY, LLP	41480	12/31/2018	City Hall HVAC Repair	219.82
INNOVAC	41481	12/31/2018	Vactor Services	2,191.75
INNOVAC	41481	12/31/2018	Vactor Services	1,727.00
INNOVAC	41481	12/31/2018	Vactor Services	247.50
INNOVAC	41481	12/31/2018	Vactor Services	761.75
INNOVAC	41481	12/31/2018	Vactor Services	1,402.50
INNOVAC	41481	12/31/2018	Vactor Services	1,416.25
INNOVAC	41481	12/31/2018	Vactor Services	1,116.50
INNOVAC	41481	12/31/2018	Vactor Services	643.50
INNOVAC	41481	12/31/2018	Vactor Services	1,039.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	November Legal Svcs - Retainer	3,100.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Executive	2,918.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Admin. & Finance	619.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Public Works	1,317.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Community Development	3,758.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Records Requests	414.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - LakePointe	1,840.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Development Svcs	1,133.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - Kenmore Town Green	156.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41482	12/31/2018	Nov. Legal Svcs - David W. Thompson IV	148.00
JACOBS ENGINEERING GROUP	41483	12/31/2018	15-C1411 11/24-12/31 W. Sammamish Bridge	44,747.70
JUDHA OF LION LANDSCAPING	41484	12/31/2018	18-C1841 SR522 Irrigation	23,237.22
KBA INC.	41485	12/31/2018	18-C1846 W. Samm. Bridge Constructability Rev	6,959.21
KENMORE AIR	41486	12/31/2018	Cancelled SCUP18-0175 & SEPA18-0176	68.00
KENMORE AIR	41486	12/31/2018	Cancelled SCUP18-0175 & SEPA18-0176	1,336.00
KENMORE AIR	41486	12/31/2018	Cancelled SCUP18-0175 & SEPA18-0176	1,492.00
KENMORE AIR	41486	12/31/2018	Cancelled SCUP18-0175 & SEPA18-0176	141.40
KENMORE HERITAGE SOCIETY	41487	12/31/2018	4th Qtr History Book Sales	50.00
KENMORE MIDDLE SCHOOL	41488	12/31/2018	4th Qtr Human Svcs Funding	2,500.00
KING COUNTY ANIMAL SVCS	41489	12/31/2018	New Pet Licenses & Renewals	410.00
KING COUNTY FINANCE	41490	12/31/2018	4th Qtr 2018 Historic Preservation Svcs	750.00
KOMPAN, INC	41491	12/31/2018	Log Boom Park Playground Repair Parts	36.30
KPFF CONSULTING ENGINEERS	41492	12/31/2018	15-C1484 68th Ave Ped/Bike Svcs through 12/31	31,976.45
KPFF CONSULTING ENGINEERS	41493	12/31/2018	15-C1484 68th Ave Ped/Bike Svcs through 11/30	20,349.96
KPFF CONSULTING ENGINEERS	41494	12/31/2018	15-C1484 Prof. Svcs through 12/31	7,012.72
KPFF CONSULTING ENGINEERS	41494	12/31/2018	15-C1484 Prof. Svcs through 12/31	12,368.27

LANGUAGE LINE SERVICES, INC.	41495	12/31/2018	Spanish Translation for Planning Commission	11.04
LANGUAGE LINE SERVICES, INC.	41496	12/31/2018	Mandarin Translation for Air BNB Code Violation	15.18
LIGHTHOUSE CONSULTING INC	41497	12/31/2018	Dec. Protection/Archiving/Backup/Web Hosting	2,553.65
LIGHTHOUSE CONSULTING INC	41498	12/31/2018	December IT Services	1,726.72
LIGHTHOUSE CONSULTING INC	41498	12/31/2018	December IT Services	25.03
M M COMFORT SYSTEMS	41499	12/31/2018	Refund Duplicate Permit Fees	35.00
M M COMFORT SYSTEMS	41499	12/31/2018	Refund Duplicate Permit Fees	1.75
MICHAEL PENDLETON	41500	12/31/2018	Council Retreat Project	2,001.70
MILLER STEPHENS, MARY	41501	12/31/2018	Dec. Public Defense Svcs @ SCORE	1,250.00
MOTT MACDONALD GROUP, INC.	41502	12/31/2018	17-C1656 Log Boom Water Access Permitting	14,366.17
MOTT MACDONALD GROUP, INC.	41503	12/31/2018	17-C1657 Squire's Landing Water Access Permit	32,652.87
MR. T'S TROPHIES	41504	12/31/2018	Employee Nameplates	61.38
MR. T'S TROPHIES	41505	12/31/2018	City Clerk Nameplate	14.18
MULTICARE CENTERS OF OCCUPATIONAL MEI	41506	12/31/2018	Pre-Employment Exam	95.00
MUNIMANAGE, LLC	41507	12/31/2018	December Consulting Services	14,190.00
NORTHSHORE FIRE DEPT	41508	12/31/2018	December Fire Marshal Plan Review	280.00
NORTHSHORE SENIOR CENTER	41509	12/31/2018	4th Qtr Human Svcs Funding	6,250.00
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	31.74
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	33.49
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	380.38
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	856.09
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	295.87
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	119.86
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	561.24
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	844.77
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	789.59
NORTHSHORE UTILITY DIST	41510	12/31/2018	December Vehicle Fuel & Maintenance	1,606.51
NORTHSHORE YMCA	41511	12/31/2018	3rd Qtr Human Svcs Funding	1,625.00
NORTHSHORE YMCA	41511	12/31/2018	4th Qtr Human Svcs Funding	1,625.00
NORTHSHORE YOUTH & FAMILY SERVICES	41512	12/31/2018	4th Qtr Human Svcs Funding	4,000.00
OFFICE DEPOT	41513	12/31/2018	HDMI Cable	18.69
OFFICE DEPOT	41514	12/31/2018	Office Supplies	7.09
OFFICE DEPOT	41514	12/31/2018	Office Supplies	5.31
OFFICE DEPOT	41514	12/31/2018	Office Supplies	37.18
OFFICE DEPOT	41514	12/31/2018	Office Supplies	9.89
OFFICE DEPOT	41514	12/31/2018	Office Supplies	15.93
OFFICE DEPOT	41514	12/31/2018	Office Supplies	7.08
OFFICE DEPOT	41514	12/31/2018	Office Supplies	24.79
OFFICE DEPOT	41514	12/31/2018	Office Supplies	14.16
OFFICE DEPOT	41514	12/31/2018	Office Supplies	30.10
OFFICE DEPOT	41514	12/31/2018	Office Supplies	10.62
OFFICE DEPOT	41514	12/31/2018	Office Supplies	14.16
OFFICE DEPOT	41514	12/31/2018	Office Supplies	6.99
OFFICE DEPOT	41514	12/31/2018	Office Supplies	10.63
OFFICE DEPOT	41515	12/31/2018	City Hall Paper Towels	49.50
OFFICE DEPOT	41516	12/31/2018	Office Supplies	21.99
OFFICE DEPOT	41516	12/31/2018	Office Supplies	3.95
OFFICE DEPOT	41516	12/31/2018	Office Supplies	19.44
OFFICE DEPOT	41517	12/31/2018	Notebooks	21.32
OFFICE DEPOT	41518	12/31/2018	Office Supplies	12.44

OFFICE DEPOT	41518	12/31/2018	Office Supplies	9.33
OFFICE DEPOT	41518	12/31/2018	Office Supplies	65.32
OFFICE DEPOT	41518	12/31/2018	Office Supplies	28.00
OFFICE DEPOT	41518	12/31/2018	Office Supplies	12.44
OFFICE DEPOT	41518	12/31/2018	Office Supplies	43.55
OFFICE DEPOT	41518	12/31/2018	Office Supplies	24.88
OFFICE DEPOT	41518	12/31/2018	Office Supplies	52.88
OFFICE DEPOT	41518	12/31/2018	Office Supplies	18.66
OFFICE DEPOT	41518	12/31/2018	Office Supplies	38.48
OFFICE DEPOT	41518	12/31/2018	Office Supplies	24.89
OFFICE DEPOT	41518	12/31/2018	Office Supplies	18.67
OFFICE DEPOT	41519	12/31/2018	Office Supplies	33.70
OFFICE DEPOT	41519	12/31/2018	Office Supplies	15.61
OFFICE DEPOT	41519	12/31/2018	Office Supplies	33.70
OFFICE DEPOT	41519	12/31/2018	Office Supplies	33.71
OLSON BROTHERS PRO-VAC	41520	12/31/2018	18-C1935 SW-25 Project	50,442.70
OLSON BROTHERS PRO-VAC	41521	12/31/2018	Catch Basin Maintenance	3,520.00
OSBORN CONSULTING INC.	41522	12/31/2018	November Consulting Svcs	15,457.63
OSBORN CONSULTING INC.	41522	12/31/2018	November Consulting Svcs	2,456.74
OSBORN CONSULTING INC.	41523	12/31/2018	December Consulting Svcs	4,683.88
OSBORN CONSULTING INC.	41523	12/31/2018	December Consulting Svcs	2,662.00
PACIFIC TOPSOILS	41524	12/31/2018	Vegetation Disposal	440.25
PERTEET INC.	41525	12/31/2018	17-C1688 62nd/202nd Const. Mgmt. Svcs	70.81
PHSI PURE HEALTH SOLUTIONS INC.	41526	12/31/2018	City Hall Filtered Water	101.09
PUGET SOUND ENERGY	41527	12/31/2018	11/12-12/12/18 Parks Electricity Chgs	691.30
PUGET SOUND ENERGY	41527	12/31/2018	11/12-12/12/18 Traffic Signals	471.90
PUGET SOUND ENERGY	41527	12/31/2018	11/12-12/12/18 School Crosswalks	73.09
PUGET SOUND ENERGY	41527	12/31/2018	11/12-12/12/18 Radar Speed Signs	83.33
PUGET SOUND ENERGY	41527	12/31/2018	11/12-12/12/18 Tree Receptacles	106.04
QUALITY BUSINESS SYSTEMS INC.	41528	12/31/2018	12/2/18-1/1/19 2nd Floor Copier Charges	144.46
QUALITY BUSINESS SYSTEMS INC.	41529	12/31/2018	10/1-12/31/18 1st Floor Copier Charges	2,381.26
REPUBLIC SERVICES	41530	12/31/2018	December Rhododendron Park Solid Waste	633.74
REPUBLIC SERVICES	41531	12/31/2018	December City Hall Solid Waste	332.83
ROBINSON NOBLE	41532	12/31/2018	18-C1953 Squire's Landing Site Assessment	2,850.00
SARAH ROBERTS	41533	12/31/2018	December Prosecution Svcs	11,161.17
SEATTLE TIMES	41534	12/31/2018	SEPA Notice for Holzknecht	258.68
SEATTLE TIMES	41535	12/31/2018	SEPA Notices for Colburn & G West	905.16
SECRETARY OF STATE	41536	12/31/2018	Scanning of Plans	3,513.66
SHANNON & WILSON, INC.	41537	12/31/2018	18-C1850 SMP/Critical Areas Prof Svcs	16,637.04
SHANNON & WILSON, INC.	41538	12/31/2018	18-C1850 SMP/Critical Areas Prof Svcs	29,087.50
SMS CLEANING, INC.	41539	12/31/2018	City Hall & Hangar Bldg. Maintenance Svcs	3,900.00
SMS CLEANING, INC.	41539	12/31/2018	City Hall & Hangar Bldg. Maintenance Svcs	1,800.00
SOD SPOT LLC	41540	12/31/2018	Commercial Development Strategy Svcs	9,750.00
SOUND PUBLISHING, INC.	41541	12/31/2018	Nov. Bothell/Kenmore Reporter Ads	425.00
SOUND PUBLISHING, INC.	41541	12/31/2018	Nov. Bothell/Kenmore Reporter Ads	247.80
SOUND SAFETY PRODUCTS CO.	41542	12/31/2018	Safety Gear	222.74
SOUND SAFETY PRODUCTS CO.	41543	12/31/2018	Work Boots	125.62
STAPLES ADVANTAGE	41544	12/31/2018	Trash Bags	44.04

STAPLES ADVANTAGE	41545	12/31/2018	Batteries	34.09
STAPLES ADVANTAGE	41546	12/31/2018	City Hall & Hangar Bldg. Maint. Supplies	208.90
STAPLES ADVANTAGE	41546	12/31/2018	City Hall & Hangar Bldg. Maint. Supplies	208.90
STARDOM SERVICES, INC.	41547	12/31/2018	December Incubator Janitorial Svc	510.00
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	48.75
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	8.50
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	74.25
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	66.88
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	84.36
T-MOBILE USA, INC.	41548	12/31/2018	11/21-12/20/18 Cell Phones/Mobile Internet	100.67
TOWN CENTER HARDWARE	41549	12/31/2018	Dec. Public Works Supplies/Equipment	72.93
TOWN CENTER HARDWARE	41549	12/31/2018	Dec. Public Works Supplies/Equipment	52.77
TOWN CENTER HARDWARE	41549	12/31/2018	Dec. Public Works Supplies/Equipment	9.31
TOWN CENTER HARDWARE	41549	12/31/2018	Dec. Public Works Supplies/Equipment	1.53
TRANSPO GROUP USA INC.	41550	12/31/2018	18-C1885 Dec. On-Call Traffic Engineering Svcs	232.50
UPS STORE	41551	12/31/2018	Dec. Shipping/Copying Charges	2.58
UPS STORE	41551	12/31/2018	Dec. Shipping/Copying Charges	33.20
VERIZON WIRELESS	41552	12/31/2018	12/27-1/26 Cell Phones	97.18
VERIZON WIRELESS	41552	12/31/2018	12/27-1/26 Cell Phones	28.63
VERIZON WIRELESS	41552	12/31/2018	12/27-1/26 Cell Phones	20.80
VERIZON WIRELESS	41552	12/31/2018	12/27-1/26 Cell Phones	11.36
VERIZON WIRELESS	41552	12/31/2018	12/27-1/26 Cell Phones	62.78
WA STATE DEPT OF TRANSPORTATION	41553	12/31/2018	November Traffic Signal Maintenance	286.84
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	2.60
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	302.23
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	28.21
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	3.50
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	13.00
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	24.06
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	18.70
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	1.22
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	103.08
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	25.22
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	17.99
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	3.85
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	12.90
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	5.49
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	33.01
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	245.04
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	208.80
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	3.79
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	679.80
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	182.81
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	7.55
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	9.66
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	15.00
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	24.46
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	3.00
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	28.26
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	32.38
WASHINGTON STATE DEPT OF REVENUE	41554	12/31/2018	Use Tax Due on 2018 Purchases Without Tax	7.39
WASHINGTON STATE DEPT OF REVENUE	41555	12/31/2018	Void	-
WASHINGTON STATE OFFICE CASH MGMT	41556	12/31/2018	4th Qtr 2018 State Bldg. Permit Fees	628.50
WELLS FARGO FINANCIAL	41557	12/31/2018	12/21/18-1/20/19 2nd Floor Copier Lease	619.73
CITY WIDE FENCE COMPANY, INC	41558	12/31/2018	Temporary PW Shop Site Fencing	8,708.70
DRS 457	DFT0000267	01/04/2019	DRS 457 Deferred Comp	232.73
DRS 457	DFT0000268	01/04/2019	DRS 457 Deferred Comp	805.00

HRA VEBA TRUST	DFT0000269	01/04/2019	HRA VEBA - Employer	11,899.90
HRA VEBA TRUST	DFT0000269	01/04/2019	HRA VEBA - Employer	2,244.38
HRA VEBA TRUST	DFT0000269	01/04/2019	HRA VEBA - Employer	1,237.50
NAVIA	DFT0000270	01/04/2019	HSA - Employer	2,500.00
NAVIA	DFT0000270	01/04/2019	HSA - Employer	2,250.00
NAVIA	DFT0000270	01/04/2019	HSA - Employer	1,000.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000271	01/04/2019	Public Employees Retirement	1,650.12
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000271	01/04/2019	Public Employees Retirement	88.12
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000271	01/04/2019	Public Employees Retirement	100.70
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000272	01/04/2019	Public Employees Retirement	15,391.62
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000272	01/04/2019	Public Employees Retirement	2,271.89
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000272	01/04/2019	Public Employees Retirement	1,464.77
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000273	01/04/2019	Public Employees Retirement	651.48
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000273	01/04/2019	Public Employees Retirement	377.23
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000274	01/04/2019	Public Employees Retirement	216.26
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000275	01/04/2019	Public Employees Retirement	862.68
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000276	01/04/2019	Public Employees Retirement	1,408.74
NAVIA	DFT0000277	01/04/2019	Employee Flexible Spending Account	175.00
NAVIA	DFT0000277	01/04/2019	Employee Flexible Spending Account	136.23
NAVIA	DFT0000277	01/04/2019	Employee Flexible Spending Account	56.92
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	2,864.34
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	8,849.29
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	459.58
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	1,132.17
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	445.62
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	633.75
BANK OF AMERICA 941	DFT0000278	01/04/2019	Federal Taxes	286.92
WILLIAM GARZA	10112	12/28/2018	Payroll	1,701.27
PAYROLL	ACH Trans.	12/28/2018	Direct Deposit	83,652.21
			Total	<u>818,329.96</u>



City of Kenmore

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	500.00
0014	AMERICAN PLANNING ASSOCIATION	1,778.00
0022	ASSOCIATION OF WA CITIES	34,315.40
0024	BAKER, DAVID	4,315.16
0025	BAKER, SHERI	16,307.24
0037	BASTYR UNIVERSITY	50,531.54
0047	BRAVO ENVIRONMENTAL , NW INC.	96.00
0050	BRUCE C ALLEN & ASSOC INC	7,500.00
0054	BULGER SAFE & LOCK, INC.	1,149.22
0064	CASCADE PEST CONTROL	1,716.00
0067	CENTER FOR HUMAN SERVICES	21,000.00
0076	CITY OF BELLEVUE	138,344.00
0083	CITY OF LAKE FOREST PARK	933,265.98
0086	CITY OF SHORELINE	8,796.90
0092	CODE PUBLISHING COMPANY	4,505.94
0099	CONSOLIDATED PRESS	19,314.66
0103	COSTCO WHOLESALE MEMBERSHIP	60.00
0106	CROWN PRODUCTS LLC	3,008.47
0109	DAILY JOURNAL OF COMMERCE	165.60
0111	DEPARTMENT OF ECOLOGY	38,579.96
0121	REPUBLIC SERVICES	15,876.52
0137	FERGUSON ENTERPRISES INC #1539	2,213.13
0145	FRUHLING SAND & TOPSOIL	4,642.50
0151	CALPORTLAND COMPANY	125,408.14
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	2,735.11
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	216,282.90
0197	JET CITY PRINTING	3,755.41
0201	KCDA PURCHASING COOP	16,919.77
0205	KENMORE HERITAGE SOCIETY	5,183.15
0206	KENMORE MIDDLE SCHOOL	9,963.62
0212	KING COUNTY FINANCE W.L.R.D.	37,041.49
0213	KING COUNTY ANIMAL SVCS	4,115.00
0217	KING COUNTY DISTRICT COURT	127,468.00
0218	KING COUNTY FINANCE	4,574.33
0219	KING COUNTY FINANCE	707,506.70
0224	SOUND PUBLISHING, INC.	6,459.70
0229	KING COUNTY OFFICE OF FINANCE	4,408.02
0230	KING COUNTY RADIO COMM SERVICES	1,201.20
0233	KING COUNTY SHERIFF	3,494,399.96
0235	KING COUNTY TREASURY	24,269.72
0237	FEDEX OFFICE	88.84
0246	LAKE CITY PICTURE FRAMING	257.85
0251	LIGHTHOUSE CONSULTING INC	67,859.40
0261	MICHAEL PENDLETON	9,659.35
0265	MORGAN SOUND INC	3,733.95
0267	MR. T'S TROPHIES	386.34
0285	NORTHSHORE FIRE DEPT	8,694.96
0287	NORTHSHORE SENIOR CENTER	31,600.00
0288	NORTHSHORE UTILITY DIST	201,189.86
0289	NORTHSHORE YMCA	6,500.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0292	HONEY BUCKET	4,640.60
0299	EBIX, INC./ TOPHEALTH	118.27
0300	OFFICE DEPOT	10,013.32
0302	ACCOUNTemps	16,611.30
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	27,586.94
0310	PACIFIC TOPSOILS	4,770.11
0314	PETTY CASH CUSTODIAN	1,172.72
0327	PUGET SOUND CLEAN AIR AGENCY	18,341.00
0328	PUGET SOUND ENERGY	179,969.36
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,616.00
0345	SEATTLE TIMES	13,081.93
0346	SECRETARY OF STATE	8,629.06
0350	SIGN UP, SIGN CO, INC	979.00
0355	STAPLES ADVANTAGE	9,534.87
0356	STATE AUDITOR'S OFFICE	30,236.54
0357	STEWART MACNICHOLS HARMELL, INC.	60,000.00
0359	SOUND CITIES ASSOC	45.00
0365	TOTAL LANDSCAPE CORP	131,992.40
0370	UNITED RENTALS NW, INC	905.61
0371	UNITED STATES POSTMASTER	11,540.01
0374	URBAN LAND INSTITUTE	440.00
0375	US POSTAL SERVICE (HASLER)	10,299.47
0385	WA ASSOC OF BUILDING OFFICIALS	140.00
0386	WA ASSOC OF CODE ENFORCEMENT	280.00
0387	WA CITIES INSURANCE AUTHORITY	274,303.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	2,043.00
0401	WA STATE DEPT OF TRANSPORTATION	5,000.33
0405	WASHINGTON STATE OFFICE CASH MGMT	2,207.50
0412	COLUMBIA RIDGE LANDFILL	11,237.54
0416	WETLANDS & WOODLANDS INC	2,340.13
0419	WONDERLAND DEVELOPMENT	5,000.00
0422	NATIONWIDE FINANCIAL 401a	328,015.43
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	8,125.00
0424	ICMA RETIREMENT TRUST 457 - 304745	103,641.55
0425	DRS 457	16,619.90
0426	AFLAC	3,925.20
0428	BANK OF AMERICA 941	413,622.59
0429	AWC EMPLOYEE BENEFITS	571,745.23
0431	DEPARTMENT OF RETIREMENT SYSTEMS	610,630.43
0432	DEPARTMENT OF LABOR AND INDUSTRIES	41,422.50
0434	UNITED WAY OF KING COUNTY	1,939.86
0436	NATIONAL LIFE OF VERMONT	1,478.04
0441	DANSOUND INC	7,834.20
0448	UPS STORE	322.98
0449	ACF WEST INC	1,396.73
0450	AURORA RENTS	335.32
0473	ARTS OF KENMORE	7,800.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	13,467.30
0494	SECRETARY OF STATE	3,818.83
0497	DAY WIRELESS SYSTEMS	395.79
0501	MACLEOD RECKORD	12,332.49
0542	AMERICAN SOCIETY OF COMPOSERS	352.38
0550	KING COUNTY RECORDER'S OFFICE	2,400.00

VII. A. Total check #s 41445 through #41558 in the amount \$671,283.54. T...

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0558	SNOHOMISH COUNTY	4,179.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	1,485.00
0575	FUNRENT	1,532.30
0584	WASHINGTON STATE PATROL	620.09
0586	MAIL FINANCE	2,828.10
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00
0594	RANDALL, BRIAN	2,746.19
0610	WA STATE DEPT OF TRANSPORTATION	175.00
0611	KD CANOPY	3,173.00
0617	KING COUNTY FINANCE	527.05
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,689.46
0641	TELESYSTEMS WEST	137.51
0675	BANNER BANK CS	612.44
0685	PACE ENGINEERS, INC.	405,329.26
0689	DIGITAL REPROGRAPHICS SERVICES INC.	396.45
0690	BUILDERS EXCHANGE OF WASHINGTON INC	90.00
0692	HDR ENGINEERING, INC	609,792.20
0696	AMERICAN GENERAL LIFE GPO-400S	3,880.88
0699	BANNER BANK DB	1,923.57
0743	BANNER BANK NO	15,034.31
0764	OUSLEY, NANCY	3,450.67
0766	ICOMPASS TECHNOLOGIES, INC.	17,304.00
0781	QUALITY BUSINESS SYSTEMS INC.	13,506.04
0785	FINANCIAL CONSULTANTS INT'L INC	196.02
0788	CURTIS, DR. MILTON	175.52
0791	NORTHSHORE ROTARY CLUB	974.00
0800	BANNER BANK JG	22,270.50
0817	GRAINGER	1,596.99
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0833	VAUGHAN, KENT	519.13
0834	BANNER BANK KENMORE	38,846.24
0851	EVER-MARK, LLC	8,318.44
0852	GREGORY, JOANNE	614.36
0858	A+ CONFERENCING	575.41
0868	JAYMARC - AV	15,514.67
0869	BANNER BANK JGORDON	15,539.40
0892	JACOBS ENGINEERING GROUP	1,307,762.81
0898	ZONAR SYSTEMS	527.73
0899	SHRED-IT USA LLC	1,153.46
0912	ALCALDE & FAY	60,867.49
0913	KENMORE ELEMENTARY PTA	3,750.00
0937	ZUMAR	1,516.02
0981	COMCAST BUSINESS	31,756.22
0983	PASSPORT TRAVEL AND TOURS	2,487.99
0994	GORDON THOMAS HONEYWELL	48,000.91
0996	ANDERSON, LAURI	184.73
1000	JRW ENTERPRISES	6,635.54
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	2,380.96
1032	SAWYER, RICHARD	614.30
1034	EMERALD FIRE LLC	393.80
1045	HORIZON DISTRIBUTORS INC	2,484.48
1047	SARAH ROBERTS	122,772.87
1052	FIRE PROTECTION, INC	13,188.33
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1114	PHSI PURE HEALTH SOLUTIONS INC.	1,242.07
1116	FRONTIER	12,716.24
1118	FAZZARI MARKETING	898.56

VII. A. Total check #s 41445 through #41558 in the amount \$671,283.54. T...

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1123	AM TEST, INC	2,225.00
1131	SUSSMAN/PREJZA & CO, INC	2,850.00
1140	PAWS	2,790.00
1148	AGORA NW LLC	568.75
1152	WASHINGTON ENERGY SERVICES CO. LLC	36.75
1161	INDEPENDENT STATIONERS	166.01
1168	SCHINDLER ELEVATOR CORPORATION	5,489.50
1177	WELLS FARGO FINANCIAL	7,564.00
1181	BANNER BANK BH	7,542.86
1186	NICK MINZGHOR	175.00
1192	HOPKINS, CRAIG	715.62
1193	DEVRIES, DENIS	226.20
1197	MILLER STEPHENS, MARY	16,250.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	7,150.00
1216	ADVANCE TESTING & SERVICE INC	1,248.00
1222	OLSON BROTHERS PRO-VAC	79,153.80
1226	CONTECH ENGINEERED SOLUTIONS, INC	990.00
1257	BROADCAST MUSIC, INC.	349.00
1259	PERTEET INC.	76,415.92
1266	AAA FLAG & BANNER MFG. CO., INC.	3,022.34
1269	KAMINS CONSTRUCTION INC.	11,995.36
1291	SCHNEE, CARLA	661.96
1299	VERIZON WIRELESS	5,868.25
1309	BANNER BANK BAKER	11,191.83
1311	WASHINGTON STATE PATROL	2,514.99
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	12,236.00
1322	AABCO BARRICADE COMPANY INC.	1,848.00
1326	JOYCE ZIKER PARKINSON	692.50
1327	HWA GEOSCIENCES INC.	1,120.44
1328	ANCHOR QEA, LLC	900.00
1331	KBA INC.	28,179.10
1333	WELWEST CONSTRUCTION INC.	6,446.43
1337	STATE OF WA DEPT. OF LICENSING	7.72
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	1,050.00
1356	KARLINSEY, ROB	1,946.17
1357	KENMORE COMMERCIAL LLC	36,286.67
1358	ALPHAGRAPHS	2,278.46
1359	EVERGREEN FIRE AND SAFETY, INC.	161.15
1360	GOODSELL POWER EQUIPMENT #2 INC.	1,656.82
1363	INNOVAC	147,032.90
1370	WINTERBOURNE LANDSCAPE	1,836.47
1372	AAA PRINTING	7,699.34
1377	D.R. HORTON	7,500.00
1383	CHICAGO TITLE	50,000.00
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1389	SELECT AIR SVCS DBA GREENWOOD HEATING	396.90
1390	UTILITIES UNDERGROUND LOCATION CTR	2,460.03
1402	NORTHWEST MARINE TRADE ASSOCIATION	450.00
1403	OSBORN CONSULTING INC.	66,451.84
1411	INTERNATIONAL BUSINESS INNOVATION	525.00
1412	SKAGIT GARDENS	4,356.88
1416	MOBILE MINI, INC.	959.75
1420	SAUVE, GAYLEN	400.00
1431	BRIEN, GAYLYNN	650.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	1,133.00

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1457	LANGUAGE LINE SERVICES, INC.	48.83
1459	FLEMINGS HOLIDAY LIGHTING LLC	11,507.64
1465	WA TRUST FOR HISTORIC PRESERVATION	100.00
1478	HERBIG, NIGEL	897.01
1479	A V CAPTURE ALL	4,740.12
1480	VERTICAL VISUAL SOLUTIONS INC.	11,811.25
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	475.00
1500	MARINE FLOATS CORPORATION	34,574.96
1504	SCORE	372,740.11
1521	SPOT HOT DOG & BRATS	12.00
1533	314 PIE	48.00
1540	A-1 LANDSCAPING AND CONSTRUCTION, INC	144,961.23
1541	HEWITT	2,255.00
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	HANSEN, COREY	53,680.00
1552	DENUSKI, STACEY	46.70
1555	LINCOLN NATIONAL LIFE INSURANCE	12,696.19
1563	SHANE-KULMER, SEAN P.	300.00
1577	MUMMA, RYAN	1,328.82
1580	NORTHWEST TROPHY	566.19
1581	STARDOM SERVICES, INC.	6,120.00
1584	STUDIO 3 SIGNS	2,609.37
1590	HERMANSON COMPANY, LLP	10,405.27
1591	ULINE	1,062.67
1596	NW ENVIRONMENTAL TRAINING CENTER	700.00
1598	HELMETS R US INC	208.97
1606	GALLATIN PUBLIC AFFAIRS	46,080.00
1607	SCHOCK, BRETT	829.47
1609	MARSHBANK CONSTRUCTION	31,952.47
1629	WESTERN DISPLAY FIREWORKS, LTD.	18,000.00
1634	SREBNIK, DEBRA	314.42
1655	CATHOUSE PIZZA	30.00
1657	STEWART TITLE COMPANY	17,095.10
1661	WHITEMAN, TELA	712.51
1667	PRINTWEST	545.60
1673	KPFF CONSULTING ENGINEERS	428,537.47
1678	VICENTE, JOHN	522.07
1689	MOTT MACDONALD GROUP, INC.	461,483.89
1690	SITTS & HILL ENGINEERS, INC.	5,756.47
1704	BANNER BANK RK	12,121.19
1711	SOFTWAREONE, INC.	8,925.18
1715	THE WIDE FORMAT COMPANY	770.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1719	SALTER, JON	1,202.40
1721	GOOD TO GO	50.80
1726	UNITED STATES TREASURY	30.30
1731	NORTHWEST ARBORICULTURE LLC	29,718.18
1732	PERFORMANCE SYSTEMS INTEGRATION LLC	973.50
1733	BELMARK, LLC	7,832.80
1734	TOP TO BOTTOM JANITORIAL, INC.	21,447.00
1738	MUNIMANAGE, LLC	168,990.00
1739	FIX AUTO	2,875.38
1754	RFI ENTERPRISES INC.	9,603.00
1759	CORT PARTY RENTAL	541.87
1762	BAKER, BRIDGIT	149.16
1774	OWEN EQUIPMENT COMPANY	2,530.55
1782	SWANK MOTION PICTURES, INC.	1,128.60
1785	ECOSS	7,183.50

VII. A. Total check #s 41445 through #41558 in the amount \$671,283.54. T...

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1786	TYLER TECHNOLOGIES, INC.	17,341.50
1788	LITTLE, ERIK	4,387.20
1791	PROFFITT, QUINN	150.00
1794	CLEARWATER LEAK DETECTION, INC.	825.00
1795	CABOT DOW ASSOCIATES, INC.	2,929.25
1796	EXPONENT, INC.	6,027.50
1798	OLBRECHTS & ASSOCIATES, PLLC	3,393.50
1806	RYCO EQUIPMENT, INC.	1,155.00
1810	ABBAY PARTY RENTS OF WA, INC.	2,797.54
1814	YSI INCORPORATED, A XYLEM BRAND	1,417.82
1816	NAVIA	18,655.88
1818	GORLIN, LARRY N.	907.50
1819	COSTTREE, LLC	3,000.00
1822	ECO-COUNTER	840.00
1824	URBAN FORESTRY SERVICES, INC.	842.47
1826	MCCLURE AND SONS, INC.	5,794.00
1827	LENTZ, FLORENCE K.	750.00
1828	QUALITY BUSINESS SYSTEMS - WELLS FARGO	6,940.03
1829	SHI INTERNATIONAL CORP.	351.81
1843	TUFF SHED, INC	6,046.70
1848	STANLEY PATRICK STRIPING COMPANY	23,417.50
1852	STANTON, ANN	57.77
1855	OFFICE DEPOT	2,083.92
1859	IRON CREEK CONSTRUCTION LLC	1,820.63
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,241.26
1864	INTERNATIONAL SOC. OF ARBORICULTURE	185.00
1873	ENGINEERING/REMEDIATION RES. GROUP	69,344.72
1879	HOLMBERG COMPANY	12,575.10
1884	CADMAN MATERIALS, INC.	2,563.01
1886	WSAPT	35.00
1889	WILLIAMS, KASTNER & GIBBS PLLC	32,714.93
1892	DEVON LEGER	3,600.00
1893	YUNUSOV, SURIYA	36.00
1900	ASPECT CONSULTING LLC	3,619.57
1901	NORTH COAST ELECTRIC COMPANY	1,119.15
1907	CHRISTOPHER, MARINA	1,300.00
1908	VAUGHAN, KENT	700.00
1913	GRAND EVENT RENTALS	4,109.03
1914	MCNAMARA SIGNS	440.40
1920	BERGER PARTNERSHIP	12,270.82
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	2,800.00
1926	GUARDIAN SECURITY SYSTEMS, INC.	2,056.80
1930	T-MOBILE USA, INC.	2,758.98
1932	U.S. BANK N.A. - CUSTODY	624.00
1935	YUMMY BOX FOOD TRUCK LLC	612.00
1936	SUPERION, LLC	26,598.95
1939	ARCHIVESOCIAL, INC.	2,388.00
1942	THE VET CHEF LLC	120.00
1944	OHNO CONSTRUCTION	73,775.10
1945	GLASS MASTERS LLC	1,050.00
1946	FALL PROZ INC	3,886.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	210.00
1953	CONNOR, DARLENE	250.00
1955	HUIZENGA ENTERPRISES, LLC	115,904.13
1960	WALTER E. NELSON CO.	554.75
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	605.00
1962	BANNER BANK SKROGH	11,273.34
1963	COMBINED CONSTRUCTION, INC.	26,947.25

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1964	EARTHWORKS	56,670.60
1968	ALEXANDER PARTY RENTALS	924.69
1969	CAPITOL ASSET & PAVEMENT SERVICES INC.	3,460.00
1970	CROSSROAD SIGN	4,769.60
1975	COMMUNITY ATTRIBUTES INC.	39,334.12
1979	MSPT VI, LLC	7,500.00
1980	HRA VEBBA TRUST	27,675.00
1982	CRAWFORD ELECTRIC	366.55
1985	CONTRACT LAND STAFF LLC	10,244.00
1987	KITSAP CONFERENCE CENTER	124.69
1989	WA TRAFFIC SAFETY COMMISSION	103.49
1990	GLOCK PROFESSIONAL, INC.	500.00
1991	WASHINGTON STATE TREASURER	13,260.56
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	5,775.69
1996	SEQUOYAH ELECTRIC LLC	7,477.80
1997	BARCLAY DEAN ARCHITECTURAL PRODUCTS, LLC	610.50
1998	JOHNSTON GROUP, LLC	30,292.50
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	20.00
2000	WILLIAMS MECHANICAL, INC.	2,931.50
2001	PETERSEN BROTHERS, INC.	1,994.16
2002	GHOORBANI, FARIBA	472.00
2003	INNOVATIVE COMFORT SYSTEMS, INC.	255.15
2004	RED BARN ENGINEERING, INC.	291.77
2005	VAN DYK, JOE	850.00
2006	SOMOL HAMASAKI, KRIS	36.75
2007	HYDROPOINT DATA SYSTEMS, INC.	517.01
2008	MEAD GILMAN & ASSOCIATES	40.00
2009	O'CONNOR CONSULTING GROUP, LLC	25,000.00
2010	JUDHA OF LION LANDSCAPING	388,965.49
2011	PLAN TO PERMIT, LLC	4,235.00
2012	DDK DESIGNS, LLC	35.38
2013	THE POTTING SHED	1,787.50
2015	INGLEWOOD VILLAGE III CONDOMINIUMS	48,661.20
2017	DARRELL THOMSON	5,781.00
2018	LAKE HARRISON ESTATES	7,500.00
2019	EMERALD CITY STATEWIDE	2,829.75
2020	KELLY ATKINSON	1,180.00
2021	GEOTERRA, INC.	5,951.48
2022	JA BRENNAN ASSOCIATES, PLLC	2,274.00
2023	HR&A ADVISORS, INC	175,000.00
2024	DFR LAW GROUP, LLC	3,600.00
2025	LOCAL PROS PAINTING	8,789.00
2026	HEAT FLOW MECHANICAL LLC	113.40
2027	MERIT HOMES, INC.	7,747.90
2028	PRIDE ELECTRIC INC.	13,245.54
2029	HAWTHORNE GLEN 12, LLC	7,500.00
2030	ZEP SALES & SERVICE	869.44
2031	ANDREW POGUE PHOTOGRAPHY LLC	2,050.00
2032	DOOR PROS INC.	971.85
2033	DUGAN, GERALD & GAIL	3,000.00
2034	GEO GROUP NORTHWEST INC.	10.60
2035	JURASSIC PARLIAMENT	1,458.35
2037	PRO-LONG ROOF CARE & GUTTERS	1,097.80
2038	SKEFFINGTON, ELAINE	300.00
2039	ATTORNEY & NOTARY SUPPLY, INC.	80.30
2040	SEAPLANE LLC	96.25

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2041	LAKE UNION SEA RAY	14,740.15
2042	CRITERION PICTURES USA	940.00
2043	LIGHTING GROUP NORTHWEST	2,431.19
2044	THE PART WORKS, INC.	67.12
2045	PERFORMANCE JOURNEYS, INC.	24,000.00
2047	PUGET SOUND PLANTS	34,832.05
2048	SMS CLEANING, INC.	45,600.00
2049	SUNBELT RENTALS	952.39
2050	NORCAN-OSINT	280.00
2051	PANTAC, LLC	128.57
2052	J. A. BRENNAN ASSOCIATES, PLLC	26,293.00
2053	WINDOW COVERINGS USA	1,463.00
2054	BLUE FLAME HEATING, AIR & ELECTRIC	255.15
2055	WESTERN CENTURIES	1,250.00
2056	J3 ARCHITECTS LLC	850.00
2057	WIRTHLIN CONSULTING GROUP LLC	4,489.00
2058	FLAMENCO SEATTLE LLC	500.00
2059	JARRETT, WINSTON	1,300.00
2060	LEVA, VIVIAN	1,750.00
2061	SQUIRREL BUTTER LLC	250.00
2062	YOGOMAN	1,000.00
2063	French Touchup LLC	4,608.00
2064	Bud Clary Dodge/Chevrolet	31,975.29
2065	AMY'S ARTISTIC EXPRESSIONS	200.00
2066	COUSINEAU, NICK	131.63
2067	CRAWFORD, KRISTIN	121.21
2068	DITCH MAINTENANCE SERVICES	18,743.70
2069	EMERSON, DEVIN	76.99
2070	GREEN SOLUTIONS HEATING & COOLING	255.15
2071	GRETTE ASSOCIATES LLC	10,389.72
2072	GRAPPONE, RAYMOND	1,750.00
2073	HOOPSMILES	237.00
2074	KATO, CATHERINE	142.60
2075	LANDEZA, PATRICK	2,200.00
2076	THE CHEESE PIT	78.00
2077	THEO'S GYROS	216.00
2078	WA RECREATION & PARK ASSOC.	2,415.00
2079	ZESBAUGH, INC.	275.00
2080	PLAYOUT FOUNDATION	1,886.50
2081	SHANNON & WILSON, INC.	128,368.94
2082	FRELARD TAMALES	72.00
2083	THE 12TH DAWG MOBILE FOOD TRUCK	114.00
2084	Lakeland Restoration Services, LLC	51,892.50
2086	BOND, STEPHANIE	59.95
2087	BOYER, ANDREW	170.64
2088	DCI PLUMBING	1,736.70
2089	DRUMMOND, NICHOLAS D.	1,000.00
2090	SARA SOLUM HAYASHI	1,500.00
2091	MCDONALD, DON & BEVERLY	265.33
2092	PETERSON, DAVID A.	300.00
2093	THE WARREN G. HARDINGS	1,500.00
2094	THORSON BARNETT & MCDONALD, P.C.	4,612.50
2095	TRANSPO GROUP USA INC.	8,265.00
2096	TUPLING, SANDRA	56.90
2097	ROBINSON NOBLE	21,931.78
2098	A & G PROPERTY, LLC	54,300.00
2099	INGLEWOOD GOLF CLUB	6,750.00
2100	HOPKINS, CRAIG R.	22,800.00

Vendor Purchasing Report

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

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2101	PENINSULA FINANCIAL CONSULTING	11,890.98
2102	CHG SF LLC	10,128.90
2103	WILLIAMS, MARLA J.	40.00
2104	INGLEWOOD CONDOMINIUM ASSOCIATION	100.00
2105	LEGACY HOMES	7,500.00
2106	Pacific Golf & Turf	14,252.24
2107	BOTHELL SKI & BIKE	94.54
2108	DAMAGE RECOVERY	124.50
2109	SEATOWN DEVELOPMENT GROUP	7,869.50
2110	WILLIAM GARZA CREATIVE	800.00
2111	TYE FOUR, LLC	5,000.00
2112	TRANSPORTATION SOLUTIONS, INC.	1,350.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2115	INGLEWOOD SQUARE PARTNERSHIP	5,700.00
2117	WILCOX, ROBERTA	335.48
2118	MERIDIAN TERRACE	43,066.02
2119	PIONEER TOWING COMPANY	403,000.00
2120	LAKEPOINTE, INC.	77,000.00
2121	W. DEAN WEIDNER	106,000.00
2122	W. DEAN WEIDNER	3,700.00
2123	GREATER SEATTLE PARTNERS	1,000.00
2124	ALEXANDER'S STONE ART INC.	330.00
2126	SCHWARZWALTER, MARK	272.16
2128	SUNDANCE ENERGY SERVICES	36.75
2129	CHELIN, KELLY	86.40
2130	CGINI	11,060.53
2131	ADOPT A STREAM FOUNDATION	660.00
2132	FUELCARE	3,122.35
2133	LEE, JENNA	250.00
2135	AMERICAN SOLUTIONS FOR BUSINESS	1,254.38
2137	ECIVIS, INC.	3,000.00
2138	HORVATH, PETER	34.00
2139	VALENTINE ROOFING INC.	208.10
2140	VENIS, ROSALIND	30.00
2141	STERLING, ERNIE	9,995.61
2142	ICMA RETIREMENT C/O ALLFIRST BANK - 109964	11,235.68
2143	ERIK D PLUMBER LLC	330.00
2144	MODUS TECHNOLOGY, INC.	1,472.79
2145	NORTHWEST ELECTRIC AND SOLAR	8,076.28
2146	NOVA SOLUTIONS	3,000.00
2147	SOD SPOT LLC	15,600.00
2149	CLIFTON, CURTIS	113.06
2150	ENFORT HOMES LLC	71.40
2151	TENG, BING & KATHRYN	857.85
2153	URBAN RECLAMATIONS, INC.	1,342.00
2154	VOLCANIC MANUFACTURING LLC	4,377.10
2155	WESTAR DEVELOPMENT CO, INC.	2,377.30
2156	ASSOCIATED PETROLEUM PRODUCTS INC.	1,642.36
2157	SOUND SAFETY PRODUCTS CO.	348.36
Vendor Set Vendor Set 01 Total:		17,722,730.42

VII. A. Total check #s 41445 through #41558 in the amount \$671,283.54. T...

Subject/Topic: Contract No. 19-C1986 for services with King County Community Work Program	For Council Meeting Agenda of: January 28, 2019 Department: Public Works Prepared by: Jennifer Gordon, Public Works Ops Manager
Proposed Council Action/Motion:	Approved by Department Head: <u>Initial & Date</u> Approved by City Attorney: <u>1/16/19</u> Approved by Finance Director: <u>JWG</u> Approved by City Manager: <u>POK</u>
Authorize City Manager to Enter into a Service Agreement with King County Department of Adult and Juvenile Detention Community Work Program (CWP).	Exhibits/Attachments: Contract No. 19-C1986

<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>
Economic Development

City of Kenmore Contract 19-C1986

Agreement

Between the

**DEPARTMENT OF ADULT & JUVENILE DETENTION
COMMUNITY CORRECTIONS DIVISION
COMMUNITY WORK PROGRAM**

And

The City of Kenmore

For

2019 SERVICES

THIS AGREEMENT is entered into between The City of Kenmore and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION ("County").

1. SERVICES BY COUNTY

County shall provide the City with a work crew to perform the services described in the scope of work attached hereto as Exhibit A ("Services"). The City shall identify the priority, locations and expectations and desired times for performance of the Services. County shall timely respond to a request for Services. County may refuse to provide Services it deems dangerous or outside the capabilities of the work crew.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January 1st, 2019 and shall extend through December 31, 2019, unless terminated pursuant to Section 20. The Agreement may be extended by the written amendment executed by the Mayor of the City and the King County Executive, or their designees.

3. PAYMENT

- A. City shall pay County for Services at a rate of \$665 per a full workday (based on a 7 hour day) for a work crew described in Section 4. For partial workdays (based on a workday that is canceled in part for the reasons stated in Section 5 of this Agreement), City shall be charged a prorated amount based on the number of hours worked. Total payments to County shall not exceed \$66,500 based on a total of 100 work days, unless a larger amount is agreed upon in writing by both the City Representative and the County Representative.
- B. County shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for Services performed to the date of the invoice. The time records shall include, but not be limited to, the number of crew members performing services on each day and the number of hours actually worked by each crew member on each day.

- C. All invoices submitted in a format acceptable to the City shall be paid by the City within thirty (30) days of receipt, except as provided in Section 3E of this Agreement.
- D. County shall keep cost records and accounts pertaining to this Agreement available for inspection by the City Representative for three (3) years after the final payment. Copies shall be made available on request.
- E. If the Services do not meet the reasonable performance expectations of the City, the County will correct or modify the Services to meet such expectations. City may withhold payment for such Services until the Services meet such expectations.

4. WORK CREW

- A. County shall be responsible for the selection of crew members that will consist of individuals ordered to the Community Work Program by the courts or eligible under King County Ordinance.
- B. Each crew shall be comprised of a minimum of four (4) persons and one (1) crew supervisor, who shall be a County employee. County may increase the number of persons on each work crew and County agrees not to charge the City any additional amount for such additional persons. If County cannot meet the minimum of four (4) persons, County shall advise the City, which may accept less than four (4) persons on a particular day.

5. WORK CREW SCHEDULE AND CANCELLATION

The City Representative and the County Representative will work collaboratively to develop a schedule, plan, time and location for Services to be performed, based on the City's needs and County's availability. County maintains the right to cancel Services and work due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. County will notify City of such cancellations as soon as practical. Pursuant to Section 3A of this Agreement, the City will only be responsible for payment to the County for days that Services are performed.

6. OVERSIGHT OF THE WORK CREW

- A. County shall provide one supervisory person who shall be a County employee and shall be present at all times during the performance of the Services ("Crew Supervisor"). The Crew Supervisor shall direct, oversee and be thoroughly responsible for the County work crew and its actions while in the performance of the Services. County will obtain and provide necessary clothing, equipment and tools for the crews, coordinate with the City Representative, and complete a maintenance log for each work site.
- B. County shall be responsible for training the Crew Supervisor regarding the Services, safety procedures, CPR, first aid, infectious disease control, flag person certification, record keeping, and defensive driving. County shall be responsible for training crew members regarding proper use of tools, equipment and clothing and other safety matters.

7. TRANSPORTATION

County shall be responsible for transportation of the Crew Supervisor and work crews to and from the City's designated work sites.

8. EQUIPMENT

County shall be responsible for obtaining and providing all equipment, tools and clothing necessary to complete the agreed-upon Services, unless otherwise agreed to by the City. Safety equipment, tools and clothing shall include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

County shall leave City facilities and work areas in existing or better condition. County shall advise the City immediately of any damage to facilities or work areas or unsatisfactory operation of utilities. All damages to existing facilities and work areas shall be reviewed within a reasonable period after occurrence of the damage by the City and County, and damages caused by County shall be repaired or replaced by County at County's expense within the time period agreed upon by the City and County.

10. SAFETY, CLEANUP AND DISPOSAL METHODS

- A. County shall maintain the work area free of debris and clutter and shall not cause hazards thereon.
- B. Upon completion of Services on a given day, County shall leave the work area clean and orderly.
- C. County shall accomplish necessary work zone traffic control in accordance with applicable state and City regulations.
- D. County shall dispose of debris resulting from the work performed by the crews pursuant to this Agreement at proper disposal sites. Unless otherwise agreed by the City, such debris shall not be disposed of on the site or on any property contiguous thereto. County is solely responsible for any and all damages done or any regulation violated in the disposal of such debris or in performance of work by the crews. County agrees to defend, indemnify, and hold the City harmless from liability for any and all damages, costs and expenses (including but not limited to attorneys' fees) incurred as a result of County's disposal of debris pursuant to this Section. The City shall reimburse County for any fees associated with disposal of debris at proper disposal sites.

11. DAILY OPERATIONS OF CITY PROPERTY

County understands that City property on which Services will be performed is open to the public at all times. Performance of Services shall not affect the daily operation of City property unless prior approval is granted by the City Representative.

12. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. County agrees not to discriminate against any employee, applicant for employment or any other person, including crew members, in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, religious affiliation, sexual orientation, gender identity or expression, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. County shall comply with all federal, state and local laws and regulations applicable to the Services and work to be done under this Agreement.
- C. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

13. GENERAL ADMINISTRATION AND MANAGEMENT

The City's representative ("City Representative") is listed on Exhibit A, and the City Representative or his/her designee shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

The County's representative ("County Representative") is listed on Exhibit A and the County Representative or his/her designee shall be responsible for administration of the County's obligations under this Agreement.

14. HOLD HARMLESS

- A. County shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from (1) any acts or omissions of any crew member while that member is performing Services and/or (2) negligent or willful acts or omissions of County, its officers, employees and agents in performing this Agreement. For purposes of this Agreement, the Parties agree that crew members are not employees of the County.
- B. City shall protect, defend, indemnify and save harmless County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.
- C. The provisions in A and B shall survive the expiration or termination of this Agreement.

15. INSURANCE

King County maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities including injuries to persons and damage to property. County shall respond to all injury claims made by Crew Supervisors and work crew members in accordance with King County procedures.

16. SUBLETTING OR ASSIGNING CONTRACT

Neither the City nor County shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

17. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of County's activities except as set forth in this Agreement.

18. INDEPENDENT COUNTY

County is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be construed to convert the crew members, the Crew Supervisor or any of County's officers, agents, or employees into City employees.

19. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with Exhibits and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the Mayor of the City and the County Executive, or their designees.

20. TERMINATION

- A. This Agreement may be terminated by either party without cause, in whole or in part, prior to the date specified in Section 2, by providing the other party thirty (30) days advance written notice of the termination.
- B. Either party may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice if: (1) there is a material breach of any duty, obligation, or service required pursuant to this Agreement; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

21. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____.

COUNTY

CITY OF KENMORE

By: _____
DAJD Director

By: _____
Rob Karlinsey, City Manager

EXHIBIT A

**KING COUNTY, DAJD
&
The City of Kenmore**

**SCOPE OF WORK
AND
DESIGNATION OF PARTY REPRESENTATIVE**

Services will consist of ordinary maintenance. Examples of Services include the following:

A. PLANTER BEDS

- a. Weeding
- b. Litter Control
- c. Light Pruning – pruning the shrubs and ground cover away from trails and sidewalks
- d. Leaf Removal

B. TURF MAINTENANCE

- a. Trimming and Edging between Turf, Planter Beds and Sidewalks
- b. Blowing Sidewalks
- c. Leaf Removal
- d. Litter Control

C. OTHER

- a. Erosion Control
- b. Site Clean Up
- c. Bark/mulch Application
- d. Tree pruning and thinning
- e. Graffiti Removal

County Representative:

Name

Telephone

Email

City Representative

Jennifer Gordon

Name

(425) 984-6160

Telephone

jgordon@kenmorewa.gov

Email



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment No. 3 to Contract No. 17-C1810 with Community Attributes, Inc. Proposed Council Action/Motion: Motion to Authorize the City Manager to Execute Amendment No.3 to Contract No. 17-C1810 with Community Attributes, Inc.	For Council Meeting Agenda of: 28 January 2019 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <u>NKO 15 JAN 2019</u> Approved by City Attorney: _____ Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Contract Amendment No. 3 2. Agenda Item Sept 10, 2018 for Contract No. 17-C1810 Amendment No.2
<u>INFORMATION/BACKGROUND:</u> The City has worked with Community Attributes, Inc. on the Economic Development Strategy Update, which was approved by the City Council in July 2018. The proposed contract amendment extends the contract term through December 31, 2019 and allows for the President/CEO of the firm to discuss the market conditions assessment completed by the firm in media interviews and/or business development conversations, as requested by the City.	
<u>FISCAL CONSIDERATION:</u> The amendment amount can be accommodated in the 2019 adopted budget.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Continue to implement the Economic Development Plan, with an emphasis on the following key points: • Advance public access to water • Create a vibrant, walkable downtown • Attract new businesses and support existing businesses • Promote the image of Kenmore	

ATTACHMENT
1

**CITY OF KENMORE CONTRACT NO. 17-C1810
AMENDMENT NO. 3**

The following section of the Consultant contract dated November 17, 2017, between the City of Kenmore and Community Attributes, Inc. is amended to read in its entirety as set forth below and in attachment. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant

The Consultant will take part in interviews or consultation related to marketing and/or media coverage on market conditions in Kenmore and surrounding region as researched and presented by Community Attributes Inc. in 2018 as part of the City of Kenmore's Economic Development Strategy Update. The City will request the Consultant's time with reasonable advance notice.

Section 2. Compensation and Method of Payment

The contract agreement's not to exceed amount is modified from \$55,950 to the new contract amount of \$63,388, based on a maximum of 25 hours @ \$297.50; Exhibit "B" billing rates are updated as attached.

Section 3. Duration of Agreement

The Agreement shall be in full force and effect for a period of commencing on November 15, 2017 and ending on December 31, 2019 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.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

City Manager



500 Union Street, Suite 200
Seattle, Washington 98101
206.523.6683

COMMUNITY ATTRIBUTES 2019 HOURLY RATES

Updated January 2019

Chris Mefford	President & CEO	\$297.50
Spencer Cohen	Senior Economist	\$210.00
Tim McIlhenny	Data Systems Developer	\$162.50
Bryan Lobel	Senior Planner	\$125.00
Elliot Weiss	Project Manager	\$130.00
Diana Haring	Senior Data Systems Analyst	\$125.00
Michaela Jellicoe	Economics Analyst	\$130.00
Kristina Gallant	Planning Analyst	\$115.00
Madalina Calen	Economics Analyst	\$122.50
Maureen McLennon	Information Designer	\$80.00
Zack Tarhouni	Economics Analyst	\$75.00

communityattributes.com

ATTACHMENT
2

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment No. 2 to Contract No. 17-C1810 with Community Attributes, Inc.	For Council Meeting Agenda of: 10 September 2018 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager
Proposed Council Action/Motion: Motion to Authorize the City Manager to Execute Amendment No.2 to Contract No. 17-C1810 with Community Attributes, Inc.	<u>Initial & Date</u> Approved by Department Head: <u>NKO 31 AUG 2018</u> Approved by City Attorney: Approved by Finance Director: <u>[Signature] 21/18</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Contract Amendment No. 2 2. Contract No. 17-C1810
<u>INFORMATION/BACKGROUND:</u> The City has worked with Community Attributes, Inc. on the Economic Development Strategy Update, which was approved by the City Council in July 2018. The proposed contract amendment is for producing a summary document that will be useful for marketing contacts and outreach to media organizations. This amendment is presented for Council consideration because the total contract amount, including the \$6900 maximum amount of the amendment, exceeds the City Manager signature authority.	
<u>FISCAL CONSIDERATION:</u> The cost associated with the contract amendment can be accommodated in the current Economic Development budget, and the document that will be produced will be relevant and useful for at least five years.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 5. Update and continue to implement the Economic Development Plan, with an emphasis on the following key points: • Advance public access to water • Create a vibrant, walkable downtown • Attract new businesses and support existing businesses • Promote the image of Kenmore	

**CITY OF KENMORE CONTRACT NO. 17-C1810
AMENDMENT NO. 2**

The following sections of the Consultant contract dated November 17, 2017 between the City of Kenmore and Community Attributes, Inc. are amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant.

The Scope of Services is modified as attached.

Section 2. Compensation and Method of Payment

The contract agreement amount is modified from \$49,050 to the amount of \$55,950, based on the scope of services modifications as attached.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on November 15, 2017 and ending on December 31, 2018 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.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

Title: City Manager



500 Union Street, Suite 200
Seattle, Washington 98101
tel: 206.523.6683 fax: 866.726.5717

MEMORANDUM

To: Nancy Ousley, Assistant City Manager, City of Kenmore, Washington

From: Chris Mefford, President and CEO, Community Attributes Inc. and Maeve Rogers Edstrom, Information Design Manager, Community Attributes Inc.

Date: August 14, 2018

RE: Kenmore Economic Development Strategy: Summary Brochure Proposal

BACKGROUND & PURPOSE

Community Attributes Inc (CAI) recently partnered with the City of Kenmore (the City) to develop an Economic Development Strategy. The City has asked CAI to provide an estimate for creating a summary brochure highlighting notable actions implemented from the 2009 Strategy and actions that will be pursued with the Strategy update.

APPROACH

CAI will work with the City and the City's media consultant Gallatin to develop and design a brochure using content from both the 2009 Strategy and the recent Strategy update. The final deliverable will be an electronic brochure file that is formatted and ready for print production. The brochure will be developed over a series of tasks CAI will help manage: content development, design and production.

Task 1. Content Development & User Requirements

In this task, CAI will consult with the City to understand requirements for the brochure and target audience profiles. The requirements will help determine visual specifications for the brochure and drive messaging of content development. CAI will design and host two phone calls with the City's media consultant Gallatin to plan and develop content for the brochure. The City may also sit in on these calls to plan content if desired. CAI's content area expertise paired with Gallatin's media expertise will ensure the brochure reflects the messaging the City wishes to communicate with its audience.

Meetings: Two conference calls to discuss content for the brochure

Cost: \$2,200 (approximately 20 hours)

Task 2. Design

CAI will develop two design options for a brochure that meets specification requirements and incorporates content developed in Task 1. These designs can incorporate City branding standards or a custom look and feel can be developed. The drafts will be sent electronically for review and CAI will provide up to two iterations of revisions. Once the final draft has been approved, CAI will begin preparing the file for production.

Deliverables: Two draft concepts for review

Costs: \$3,500 (32 hours)

Task 3. Production

The final design will be formatted to meet print-ready specifications and will be delivered electronically to the City's printer of choice. The document can also be provided in a format suitable for posting online.

Deliverables: Printer-ready design files, optional digital output

Costs: \$1,200 (10 hours)

Cost Estimate

CAI can accomplish the above scope of work for \$6,900, reflecting approximately 62 hours of work in total at an average staff rate of \$110 per hour.

CITY OF KENMORE CONTRACT NO. 17-C1810
AMENDMENT NO. 1

The following section of the Consultant contract dated November 17, 2017 between the City of Kenmore and Community Attributes, Inc. is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant.

The Scope of Services is modified as attached.

Section 2. Compensation and Method of Payment

The contract agreement amount is modified from \$44,000 to the amount of \$49,050, based on the scope of services modifications as attached.

DATED this 28th day of May, 2017.

CONSULTANT:

BY: [Signature]
Title: President

Address: 500 Union St
Suite 200
Seattle, WA 98101
Phone No.: 206 523 6683

CITY OF KENMORE:

BY: [Signature]
Rob Karlinsey
Title: City Manager



1411 Fourth Ave, Suite 1401
 Seattle, Washington 98101
 tel: 206.523.6683 fax: 866.726.5717

Memorandum

To: Nancy Ousley, Assistant City Manager
 City of Kenmore

From: Mark Goodman

Date: May 11, 2018

Re: Kenmore EDSP Update – Revised Budget Addendum

The following represents additional task/budget options based on our check-in call held on Wednesday, May 2nd. This includes options for additional City Council meetings as well as a summary graphic/flyer illustrating findings from the commercial lands capacity analysis completed by the CAI. We appreciate the opportunity to serve the project in this additional capacity and believe these tasks will serve the City and project well.

Task	Hours	Cost
Additional City Council Work Session (per Meeting) <i>Additional Council meeting, preparation and follow up</i>	12	\$1,800
Commercial Land Capacity Flyer/Summary Document <i>1 to 2 page summary/flyer with details and graphics on the City's commercial capacity leveraging existing analysis; 1 Round of edits with city staff</i>	24	\$3,250

City of Kenmore Contract No. 17-C1810

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Community Attributes, Inc., ("Consultant") whose principal office is located at 1411 Fourth Avenue Suite 1401, Seattle, WA 98101.

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

WHEREAS, the City has selected the Consultant 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 shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant 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 rates set forth in Exhibit "B."

☐ A sum not to exceed \$ _____

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 15, 2017 and ending September 30, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant 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. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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 Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
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, \$2,000,000 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 Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

8. Record Keeping and Reporting.

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

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

9. **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.

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.

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

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

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, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

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 there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Chris Mefford, President and CEO
Community Attribrutes, Inc.
1411 Fourth Avenue Suite 1401
Seattle, WA 98101
Phone No.: 206-523-6683

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 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.

CONSULTANT

By: [Signature]
Title: President & CEO
Date: 11/15/17

CITY OF KENMORE

By: [Signature]
Title: City Manager
Date: 11-17-17

EXHIBIT A

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

Kenmore Economic Development Strategy Scope of Work

November 9, 2017

Work Plan

Task 1. Project Kick-Off

- **Review Background Materials.** CAI will review background materials to obtain project context. Documents will be compiled by city staff and delivered to CAI prior to the project kick-off meeting.
- **Kick-off Meeting and Project Coordination.** CAI will attend an in-person project kick-off meeting. With the client, CAI will clarify relevant processes and project objectives. We will also discuss relevant goals and priorities for the project to inform later tasks.

Meetings: One kick-off meeting (to be scheduled after contract initiation)

Task 2. Update and Expand Data Profile and Background Report

- **Update Kenmore's Demographic and Economic Profile and Evaluate Key Trends.** CAI will update local and regional economic and demographic data and will assess relevant economic development trends at national, state, regional and city scales. This task will include an inventory of businesses and industry clusters.

Information on demographic profile will be coordinated and compatible with the City's typical data sources. Growth projections will match those used in the City's Comprehensive Plan, and sources of demographic data will be the same as those the City uses.

- **Assess Commercial Redevelopment Capacity.** Apply appropriate buildable lands methodologies to estimate and inventory available employment lands by category in the City of Kenmore. Commercial land capacity information will be in a format that easily converted into the countywide buildable lands analysis with key maps and exhibits produced for use in future marketing materials

Identify issues from the capacity analysis that constrain commercial/office development, and identify regulatory actions and/or potential incentives that

would encourage commercial development.

- **Evaluate Market and Development Potential.** Using available forecasts, as well as new and updated real estate market data and CAI's advanced understanding of the regional real estate market, CAI will assess the economic development implications of the current and expected market conditions.
- **Assess Kenmore's revenue considerations or goals, as desired** CAI will assess Kenmore's fiscal revenue drivers and draw connections between Kenmore's fiscal status and local economic and market conditions.
- **Contextual Assessment of Kenmore's Role in the Regional Economy.** CAI will assess internal strengths and weaknesses and evaluate external opportunities and challenges for economic development in Kenmore and the immediate region.

Time: November - January 2018

Deliverables: CAI will produce one technical memorandum or data deck that incorporates key findings from Task 2.

Meetings: One to review draft findings.

Task 3. Public and Stakeholder Engagement

- **Stakeholder Outreach.** CAI, in conjunction with the City of Kenmore, will reach out to stakeholders either in the form of interviews (by phone or in person) or group interviews. The outreach will identify challenges, opportunities and strategies for Kenmore. CAI work with the City on selection of stakeholders.
- **Project Website with Public Comment Tool.** CAI will develop and deploy a project website to host basic project information, increase interest and awareness of the project among Kenmore residents and workers, and to provide opportunities for those individuals to comment on process and content. The public comment tool will use a map-based interface so that stakeholders can geolocate comments and suggests as they pertain to different parts of the city. CAI will work with City technology staff to link the website to the City's website.

Time: November - January 2018

Deliverables: Deliverables include a fully-functional website and an engagement summary (to be included in the final report)

Meetings: To be determined based on outreach design.

Task 4. Strategies, Actions and Implementing Measures

- **Develop and Refine Economic Development Strategies & Actions.** CAI will distill recommended priorities for Kenmore, and will develop economic development strategies to fit those priorities based on findings from Task 2, as well as the results of the public engagement process and consultation with the client. The strategies will be organized in a coherent framework for ease of use, and will focus on actionable items in the short and intermediate timeframes.
- **Develop Implementation Matrix and Performance Benchmarks.** CAI will develop an implementation matrix to be used in conjunction with the strategies and actions. The implementation matrix will provide critical information for each strategy related to order of magnitude importance, cost OR other criteria (TBD). The implementation matrix will include performance measures tied to benchmarks and available data, where possible.

Time: January – March, 2018

Deliverables: CAI will produce and deliver a strategy document and implementation matrix (in Microsoft Excel or similar) for inclusion in the Economic Development Strategy (Task 5).

Meetings: Two conference calls are anticipated to discuss the economic development strategies and implementation matrix.

Task 5. Economic Development Strategy Draft and Final Report

- Draft and Final Economic Development Strategy Reports
- Briefing for Council on the Strategy Recommendations and Profile at the conclusion of the project—for Council approval

Time: April – June 2018

Deliverables: CAI will produce and deliver a Draft and Final Economic Development Strategy

Meetings: One meeting to present and discuss the Draft and Final Economic Development Strategy

Subject/Topic: 2019 – 2020 Street Sweeping
Services Contract

Department: Public Works

Initial & Date

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Exhibits/Attachments:

NA

The City has approximately 146 lane miles of paved public streets that require routine sweeping. This contract provides scheduled sweeping services that occur year round. The contract requires that a full round of sweeping (which includes every paved public street in the City) occurs once per season in winter, spring and summer. In fall, two full rounds of sweeping are completed in addition to weekly sweeping of arterials containing bike lanes.

The City also owns and operates a sweeper, which will continue to provide sweeping services in the City. However, the City owned sweeper will only be used to respond to emergencies and other types of non-routine requests.

In addition to the aesthetic benefit that street sweeping provides, it is also an important component of the surface water management program because it removes sediment, debris and pollutants from the road surface before it enters the City's drainage facilities and local waterways.

The contract is budgeted in the Surface Water Management Fund under operations and maintenance.

Protect and enhance the water, air and forest environments.



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

Subject/Topic: Department of Ecology Grant Acceptance-68th Avenue NE Pedestrian and Bicycle Safety Improvements Project

For Council Meeting Agenda of: January 28, 2019

Department: Public Works

Prepared by: Kent Vaughan

To Be Presented By: NA

Proposed Council Action/Motion:

Authorize the City Manager to execute an agreement with the Department of Ecology to accept Water Quality Combined Financial Assistance grant funds in the amount of \$1,054,950 for the 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project.

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director: ✓

Approved by City Manager:

Initial & Date

EA 1/14/19

N/A

mg
RSK

Exhibits/Attachments:

INFORMATION/BACKGROUND:

In June 2018, staff received a notice of award letter from the Department of Ecology for a 2017 water quality grant application to retrofit the existing stormwater system in 68th Avenue NE as part of the 68th Avenue NE Pedestrian and Bicycle Safety Improvements Project. As part of this agreement, the City will improve water quality in Swamp Creek through the installation of detention vaults, modular wetland systems, and a bioretention swale along 68th Avenue NE. This project will provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus, and will also reduce flows to Swamp Creek by providing stormwater detention.

The Ecology grant will fund 75% of eligible project expenses incurred after July 1, 2018 for design, construction management and construction of the new stormwater system. The agreement expires on June 30, 2021.

FISCAL CONSIDERATION:

To accept the Ecology Grant in the amount of \$1,054,950, the City must provide a 25% grant match of \$351,650, which is included in the 2019-20 biennium project budget.

COUNCIL GOAL / BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

Council goal 8: To protect and enhance the water, air and forest environment.



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

Subject/Topic: Department of Ecology Grant Acceptance-Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project

For Council Meeting Agenda of: January 28, 2019

Department: Public Works

Prepared by: Kent Vaughan

To Be Presented By: NA

Proposed Council Action/Motion:

Authorize the City Manager to execute an agreement with the Department of Ecology to accept Water Quality Combined Financial Assistance grant funds in the amount of \$1,457,250 for the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project.

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director: ✓

Approved by City Manager:

Initial & Date

Q 1/14/19

N/A

mg
RSK

Exhibits/Attachments:

INFORMATION/BACKGROUND:

In June 2018, staff received a notice of award letter from the Department of Ecology for a 2017 water quality grant application to retrofit the existing stormwater system in Juanita Drive NE as part of the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project. As part of this agreement, the City will improve water quality in the Sammamish River and Lake Washington through the installation of a detention vault, detention pond and modular wetland systems along Juanita Drive NE. This project will provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus, and will also reduce flows to the Sammamish River and Lake Washington by providing stormwater detention.

The Ecology grant will fund 75% of eligible project expenses incurred after July 1, 2018 for design, construction management and construction of the new stormwater system. The agreement expires on June 30, 2023.

FISCAL CONSIDERATION:

To accept the Ecology Grant in the amount of \$1,457,250, the City must provide a 25% grant match of \$485,750, which is included in the 2019-20 biennium project budget. This project is grant dependent. If construction does not proceed in 2019-20, the matching funds will be carried forward to the 2021-22 budget.

COUNCIL GOAL / BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

Council goal 8: To protect and enhance the water, air and forest environment.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Adopt Resolution #19-317 to authorize the City Manager to enter into an agreement with the Recreation and Conservation Office (RCO) for the Squire's Landing Riparian Restoration Project Agreement #14-1333 (Contract 19-C1979) by signing Amendment 2 of the project agreement per the conditions set forth by the MOU between the City and Adopt A Stream Foundation (AASF) and the Sno-King Watershed Council.

Proposed Council Action/Motion: Adopt Resolution #19-317 to authorize the City Manager to enter into an agreement with the Recreation and Conservation Office (RCO) for the Squire's Landing Riparian Restoration Project Agreement #14-1333 by signing Amendment 2 of the project agreement per the conditions set forth by the MOU between the City and Adopt A Stream Foundation and the Sno-King Watershed Council.

For Council Meeting Agenda of: January 28, 2019

Department: Development Services

Prepared by: Maureen Colaizzi, Parks Project Manager

	<u>Initial & Date</u>
Approved by Department Head:	DS 1/18/19
Approved by City Attorney:	[Signature] 1/17/19
Approved by Finance Director:	[Signature]
Approved by City Manager:	[Signature]

Exhibits/Attachments:

Attachment 1: RCO 14-1333 Project Final Planting Plan
Attachment 2 MOU Agreement #18-C1870 between the City and AASF
Attachment 3: Resolution #19-317
Attachment 4 Amendment 2 for Contract 19-C1979
Attachment 5 RCO 14-1333 Project Maintenance Plan

INFORMATION/BACKGROUND:

As of December 31, 2018, Adopt A Stream Foundation and the Sno-King Watershed Council have completed the riparian restoration project at Squire's Landing Park and the RCO has accepted the final project planting plan (Attachment 1).

In May 2018, a memorandum of understanding agreement (Attachment 2) was signed by the City, Adopt A Stream and Sno-King to outline roles and responsibilities of the entities to complete the RCO Grant 14-1333, resolve conflicting project interests and define who will implement and be responsible for long-term obligations after the riparian project has been planted.

Resolution #19-317 (Attachment 3) authorizes the City Manager to enter into an agreement with the Recreation and Conservation Office (RCO) for the Squire's Landing Riparian Restoration Project Agreement #14-1333 (Contract 19-C1979) by signing Amendment 2 of the project agreement. Amendment 2 (Attachment 4) changes the Project Sponsor to the City of Kenmore from Adopt-A-Stream and the Sno-King, taking them off the grant agreement. This will absolve the other two parties from financial responsibility for the relocation of the grant project area in 2023 due to the Walkways and Waterways project construction and the long-term obligations of monitoring and maintaining the project area for 10 years. This change will streamline reporting to RCO on annual monitoring and maintenance activities.

RCO requested that rather than have the City spend time, now, to develop a Stewardship Plan, the City will follow the maintenance recommendations developed by Adopt A Stream at the completion of the performance period (Attachment 5). Longer-term stewardship will be guided by a Habitat Conservation Plan (HCP) the City will develop as part of the Walkways and Waterways improvement project, which will be written to incorporate the riparian restoration project areas in addition to the Walkways and Waterways project enhancement areas developed to meet environmental permitting agency requirements. The City expects this HCP will be written by 2023 and a copy will be provided to RCO at that time.

FISCAL CONSIDERATION:

Long-term obligation requirements for RCO Grant 14-1333 (Contract 19-C1979) is 10 years of monitoring and site stewardship and maintenance of the grant project area. A preliminary cost estimate of \$7,000-\$8,000/year was developed for monitoring and maintenance by a contractor. Staff is in the process of determining what portion of the monitoring and maintenance can be conducted by staff vs contractor.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 2: Implement the Walkways and Waterways Projects.
 Goal 8. To protect and enhance the water, air and forest environment.
 Goal 9. To build community and create fun.

Attachment #1

MOU Contract #18-C1870

**MEMORANDUM OF UNDERSTANDING #18-C1870
CITY OF KENMORE, SNO-KING WATERSHED COUNCIL AND ADOPT-A-STREAM
FOUNDATION
RECREATION AND CONSERVATION OFFICE PROJECT #14-1333
SQUIRE'S LANDING PARK RIPARIAN RESTORATION**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the CITY OF KENMORE, a Washington municipal corporation (City), ADOPT-A-STREAM FOUNDATION, a Washington non-profit corporation (Adopt A Stream), and SNO-KING WATERSHED COUNCIL, a Washington non-profit corporation (Sno-King) ("Parties" or when singular "Party"), and shall be effective upon execution by all Parties.

RECITALS

A. On December 4, 2014, the Washington State Recreation and Conservation Office (RCO) approved the application of Adopt-A-Stream, as primary sponsor, and Sno-King, as secondary sponsor, which is known as "Project #14-1333, Squire's Landing Park Riparian Restoration" (Project).

B. On May 5, 2015, Adopt-A-Stream, RCO and the Salmon Recovery Funding Board (SRFB) entered into the "Salmon Project Agreement and amended that grant on June 8, 2017, Salmon Funding Accounts" for the Project (Project Agreement). A copy of the Project Agreement is at **Exhibit A**.

C. The Project Agreement Amendment 1 awarded a SRFB grant in the amount of \$70,000 and RCO PSAR of 7,095.78. The Project cost was estimated to cost \$90,702.78, of which \$70,000.00 (77.28%) was paid for by the SRFB grant and \$7,095.78 from RCO-PSAR (7.82%) and \$13,607.00 (15%) was paid for by an Adopt-A-Stream match with an A&E limit of \$20,926.41 (29.99%).

D. The Project Agreement included a "milestone report," which started the Project on December 4, 2014 and ended the Project on December 31, 2018. The Project Agreement provided that reimbursement for Project costs would begin on December 4, 2014 and end on December 31, 2018.

E. The Project Agreement described the Project as follows: "Sno-King is partnering with the City and Adopt-A-Stream to initiate restoration of riparian forest habitat at the confluence of the Sammamish River and Swamp Creek in Squire's Land Park. The long-term goal is to restore complex riparian and in-water edge habitat to provide enhanced function, support the habitat-forming processes necessary for rearing juvenile Chinook salmon, and resting for migrating adult Chinook salmon. Other salmonid species using the area, including Coho, will also benefit. Invasive vegetation will be removed and native trees and shrubs will be planted to initiate restoration of two acres of forested habitat. The current phase will focus on a 50-foot riparian buffer along each side of Swamp Creek from the mouth upstream for 700 feet and a 50-foot buffer along 320 feet of the right bank of the Sammamish River from the mouth of Swamp Creek upstream. Future funding will be sought to expand buffers from 50 to 200 feet, measured

MOU Contract #18-C1870

from top of bank. Deliverables will include a planting plan, plant list, invasive removal and maintenance manual, and conceptual approach for potential future phases of riparian restoration. This project will capitalize on enhanced community interest in the park and revitalized interest by the City. It helps re-engage the City in the WRIA 8 salmon recovery process, and initiates action for a site and project that is on the WRIA 8 three-year Work Plan of priority salmon recovery actions.”

F. The Project Agreement required Adopt-A-Stream to maintain the site or facility for a minimum of ten (10) years after the final reimbursement payment.

G. The Project Agreement authorized the parties to amend the Project Agreement in writing.

H. Although Sno-King was the project sponsor under the Project Agreement, Adopt-A-Stream agreed to undertake the Project on Squire’s Landing Park, owned by the City.

I. On March 1, 2015, the City and Sno-King entered into a “Landowner Agreement.” A copy of the Landowner Agreement is at Exhibit B. The Landowner Agreement described Sno-King’s activities, which were consistent with the description of the Project in the Project Agreement, and also described the maintenance and monitoring responsibilities of both the City and Sno-King. Sno-King was responsible for maintenance and monitoring through December 31, 2018. The City was responsible for monitoring and maintenance through December 31, 2028.

J. Several elements of the Squire’s Landing Park Waterfront and Natural Open Space Access Project (Waterfront Project), which was approved by the voters as part of the Walkways and Waterways Improvements ballot proposition (bond measure) in November 2016, will adversely impact parts of the Project. The Parties desire to assign responsibility for addressing the impact of this overlap.

MEMORANDUM OF UNDERSTANDING

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Completion of Project. Adopt-A-Stream shall comply with the terms and conditions of the Project Agreement, which include completion of the Project and receipt of reimbursement for the costs of the Project on or before December 31, 2018, the termination date of the Project Agreement. After notice to the other Parties, Adopt-A-Stream may request RCO to extend the Project Agreement pursuant to the terms of the Project Agreement.

2. Substitution of Project Sponsor. As soon as possible following the effective date of this MOU, the Parties shall request the RCO to replace Adopt-A-Stream with the City as Project Sponsor, to be effective on the termination date of the Project Agreement (original or extended date). If the Project is completed by Adopt-A-Stream by the termination date of the Project Agreement and the RCO authorizes the City to replace Adopt-A-Stream as the Project

MOU Contract #18-C1870

Sponsor, the City will enter into a new grant agreement that substitutes the City for Adopt-A-Stream and requires the City to monitor and maintain the Project for a period of ten (10) years, in a form that is substantially and materially similar to the Project Agreement and the RCO's standard form grant agreement (Substitute Agreement).

3. City Responsibility--Release of Responsibility. Adopt-A-Stream and Sno-King shall be responsible for compliance with the Project Agreement and construction, installation, and monitoring of the Project, until termination of the Project Agreement. The City shall be responsible for compliance with the Project and the Substitute Agreement thereafter. The City shall complete a RCO Stewardship Plan for the Project, using the RCO Stewardship Plan Template as a guide.

4. Relocation and Adjustment of Impacted Project. Several elements of the Waterfront Project are anticipated to overlap and adversely impact parts of the Project. A preliminary design of these elements, and a preliminary description of the adversely impacted parts of the Project, and their adjustments and relocation, are shown on **Exhibit C**, attached hereto and incorporated herein. The City will adjust and relocate the adversely impacted parts of the Project at its own cost and expense, in connection with construction and installation of the Waterfront Project.

5. Term of MOU—Termination of MOU. This MOU shall be effective upon execution by all Parties, and shall remain in effect until execution by the City of the Substitute Agreement.

6. Amendment. This MOU may be modified by written instrument approved by the authorized representatives of the Parties.

7. Waiver. No waiver by any Party of any term or condition of this MOU shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

8. No Third Party Rights. Nothing in this MOU shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

9. Entirety. This MOU is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This MOU merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the Projects and constitutes the entire agreement between the Parties.

10. Counterparts. This MOU may be signed in counterparts and, if so signed, shall be deemed one integrated document.

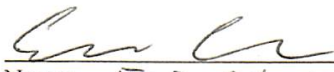
MOU Contract #18-C1870

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

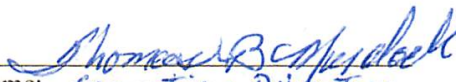
CITY OF KENMORE


Name: Rob Karlinsky
Title: City Manager
Date: 5-23-18

SNO-KING WATERSHED
COUNCIL


Name: Eric Adman
Title: President
Date: 5-19-2018

ADOPT-A-STREAM FOUNDATION


Name: Executive Director
Title: Thomas B Murdoch
Date: 5/19/18

MOU 18-C1870 Exhibit A: Project 14-1333 Project Agreement



Salmon Project Agreement

Salmon Funding Accounts

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333R
Approval Date: 12/4/2014

A. PARTIES OF THE AGREEMENT

This project grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and Adopt A Stream Foundation (sponsor), 600-128th St SE, Everett, WA 98208 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Salmon Funding Accounts of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

Sno-King Watershed Council is partnering with the City of Kenmore and Adopt-A-Stream Foundation to initiate restoration of riparian forest habitat at the confluence of the Sammamish River and Swamp Creek in Squire's Landing Park. The long term goal is to restore complex riparian and in-water edge habitat to provide enhanced function, support the habitat-forming processes necessary for rearing juvenile Chinook salmon, and resting for migrating adult Chinook salmon. Other salmonid species using the area, including Coho, will also benefit. Invasive vegetation will be removed and native trees and shrubs will be planted to initiate restoration of two acres of forested riparian habitat. The current phase will focus on a 50 foot riparian buffer along each side of Swamp Creek from the mouth upstream for 700 feet and a 50 foot buffer along 320 feet of the right bank of the Sammamish River from the mouth of Swamp Creek upstream. Future funding will be sought to expand buffers from 50 to 200 feet, measured from top of bank. Deliverables will include a planting plan, plant list, invasive removal and maintenance manual, and conceptual approach for potential future phases of riparian restoration. This project will capitalize on enhanced community interest in the park and revitalized interest by the City of Kenmore. It helps re-engage the City of Kenmore in the WRIA 8 salmon recovery process, and initiates action for a site and project that is on the WRIA 8 3-Year Work Plan of priority salmon recovery actions.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on December 4, 2014 and end on December 31, 2018. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement or specifically provided for by RCFB and/or SRFB policy or WAC.

Requests for time extensions are to be made at least 60 days before the Agreement end date. If the request is made after the Agreement end date, the time extension may be denied.

The sponsor has obligations beyond this period of performance as described in Section E.

E. ON-GOING OBLIGATION

The Project Sponsor's ongoing obligation for the above project under this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended for a minimum of ten (10) years, or more as specified in the Landowner Agreement, after the final payment unless the site or facility is rendered unusable for the purpose it was intended by an act of nature.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$70,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
SRFB - Salmon Federal Projects	85.00%	\$70,000.00
Project Sponsor	15.00%	\$12,353.00
Total Project Cost	100.00%	\$82,353.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, eligible scope activities, project milestones, and the Standard Terms and Conditions of the project Agreement, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such amendment/deletions must be signed by both parties except the RCO director may unilaterally make amendments to extend the period of performance. Period of performance extensions need only be signed by RCO's director or designee.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 77.85 RCW, Chapter 420 WAC, and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. SPECIAL CONDITIONS

a) **Cultural Resources:** This project is subject to Governor's Executive Order 05-05 Archaeological and Cultural Resources (EO 05-05) as described in Section 9 of this project agreement. RCO initiated cultural resources consultation following EO 05-05 for all ground disturbing activities, and no cultural resources assessment was recommended by RCO. However, an IDP is required for the inadvertent discovery of historic era related activities. Completion of the consultation with Tribal governments is forthcoming, and a Notice to Proceed from RCO will be required before ground-disturbing activities can begin.

b) **Design Deliverables** The project will meet the standards for Design and Restoration Project Deliverables described in Manual 18 Appendix D-4 "Construction and "Design Build" Deliverables" and provide the following before starting construction:

A) Final Design Deliverables pertaining to the riparian restoration work, to be provided before construction: (See Appendix D-3 for additional details):

- a) Design Review Comments (if applicable);
- b) Final Design Report and Planting Plan incorporating comments (if any) provided by stakeholders, SRFB, and/or permit agencies regarding the preliminary design report and on-site review.
- c) Technical Specifications for Installation (if applicable);
- d) Final Restoration Quantities and Costs (e.g., plants);
- e) Permits (if applicable);

C) Post Construction Deliverables (See Appendix D-4 for additional details):

- a) "As-built" Planting Plan and Plant List.

J. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through a federal funding source.

Funds provided from the US Dept of Commerce must be reported under CFDA #11.438 - PCSRF and Award Number NA14NMF4380287 for federal fiscal year 2014.

If the sponsor's total federal expenditures are \$750,000.00 or more during the sponsor's fiscal year, the sponsor is required to have a federal single audit conducted for that year in compliance with Office of Management and Budget Circular A-133. A copy of the final audit report must be provided to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Failure to provide required A-133 audits will lead to a suspension of payments and may lead to a suspension of RCO Agreements.

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications and notices under this Agreement will be addressed and sent to at least the mail address or the email address listed below if not both:

Project Contact

Name: Walter Rung
Title: Ecologist/Proj. Contact
Address: 600-126th St SE
Everett, WA 98208
Email: walter@streamkeeper.org

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This Agreement, for project 14-1333R, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until executed by both the Sponsor and the RCO. Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D above are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Adopt A Stream Foundation

By: Thomas B. Murdoch
 Name: (printed) Thomas B. Murdoch
 Title: Executive Director

Date: 4-30-15

State of Washington

On behalf of the Salmon Recovery Funding Board (SRFB)

By: Karen Galuske for
 Kaseen Cottingham
 Director

Date: 5/7/15

Pre-approved as to form:

By: /s/
 Assistant Attorney General

Date: June 7, 2013

RECEIVED
 MAY - 5 2015
 WA STATE
 RECREATION AND CONSERVATION OFFICE

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333R
Approval Date: 12/4/2014

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition** - The purchase of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
 - Agreement** - The accord accepted by all parties to the present transaction; this Agreement, any supplemental Agreements, any amendments to this Agreement and any Intergovernmental Agreements.
 - applicant** - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding Board.
 - application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
 - asset** - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.
 - cognizant or oversight agency** - Federal agency responsible for ensuring compliance with federal audit requirements.
 - contractor** - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate Agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier.
 - development** - The construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation, salmon recovery or habitat conservation resources.
 - director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
 - elements, items and worktypes** - Components of the funded project as provided in the project description.
 - funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 78A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
 - grantee** - The organizational entity or individual to which a grant (or cooperative agreement) is awarded and signatory to the Agreement which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.
 - landowner agreement** - A landowner agreement is required between a SRFB and/or RTP project sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
 - lower tier participant** - refers to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantees, subgrantees, or contractor of any grantee or subgrantee from the original sponsor funded by RCO.
 - milestone** - An important event with a defined deadline for an activity related to implementation of a funded project.
 - period of performance** - The time period specified in the Agreement, under Section D, period of performance.
 - project** - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.
 - RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 78A.25.240 RCW.
 - reimbursement** - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
 - renovation** - The activities intended to improve an existing site or structure in order to increase its service life or functions. This does not include maintenance activities.
 - restoration** - Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.
 - RTP** - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.
 - secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.
 - sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.
 - subgrantee** - The government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

Salmon Project Agreement - RCO #14-1333R
Chapter 77.85 RCW, Chapter 420 WAC
PROJAGRPT

Salmon Funding Accounts
Page 6 of 18

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor, and secondary sponsor where applicable, shall undertake the project as described in this Agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the Recreation and Conservation Office.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the State, its agents, officers, employees, subcontractors or vendors, of any tier, or any other persons for whom the State may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its agents, officers, employees, subcontractors and or vendors, of any tier, or any other persons for whom the State may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal,

state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, Chapter 42.62 RCW; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the project period and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The percentage of the total costs of the project that is financed with federal money;
 - 2. The dollar amount of federal funds for the project; and
 - 3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

Endangered Species

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 CFR 223.203 (b)(8), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Nondiscrimination Laws

The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

Wages and Job Safety

The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the Davis-Bacon Act, and other federal laws, and the rules and regulations of the Washington State Department of Labor and Industries.

Archaeological and Cultural Resources

The RCO reviews all applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must comply with Executive Order 05-05 or the National Historic Preservation Act before initiating ground disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 108 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of

Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribes' cultural staff and cultural committees, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50

Restrictions on Grant Use

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 10. HAZARDOUS SUBSTANCES

- A. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in Chapter 70.105D.020 (10) RCW, and certify:
 1. No hazardous substances were found on the site, or
 2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- B. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- C. **Hold Harmless.** The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

SECTION 11. RECORDS

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 17(C) below. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to records and data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 12. TREATMENT OF ASSETS

- A. **Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.**
- B. **The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.**

SECTION 13. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 15. DEBARMENT CERTIFICATION**A. For Federally Funded Projects**

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Office of Inspector General Suspension and Debarment List at <http://www.gsa.gov/index.cfm?LinkServID=C4C66080-D2BE-D28A-98355D44A13E4368>.

The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

B. For State Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list at <http://www.lni.wa.gov/Trades/Licensing/PrevWage/AwardingAgencies/DebarredContractors/>

SECTION 16. PROJECT FUNDING

- A. **Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **After the period of performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.
- D. **Disclosure notice.** Projects funded with state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration money may be used by RCO, the Puget Sound Partnership or Northwest Indian Fisheries Commission as match to one of the following federal assistance agreements: 1) United States Department of Commerce Catalog of Federal Domestic Assistance Number 11.438, or 2) United State Environmental Protection Agency Catalog of Federal Domestic Assistance Numbers 66.123 and 66.456.

SECTION 17. PROJECT REIMBURSEMENTS

- A. **This contract is administered on a reimbursement basis.** The sponsors may only request reimbursement after eligible and allowable costs have already been paid by the sponsor and remitted to their vendors. RCO will then reimburse the sponsor for those costs based upon RCO's percentage as defined in Section F of the Project Agreement of the amount billed to RCO. RCO does not reimburse for donations which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- C. **Compliance and Retainage.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);

3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- D. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 19. RECOVERY OF PAYMENTS

In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 20. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 21. PROVISIONS APPLYING TO DEVELOPMENT, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for development, renovation and restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all development, renovation, restoration or construction plans and specifications to RCO for review prior to implementation. Review and approval by RCO will be for compliance with the terms of this Agreement.
- B. **Contracts for Development, Renovation, or Restoration.** Sponsors must have a procurement process that follows applicable state and/or required federal procurement principles. If no such process exists the sponsor must follow these minimum procedures: (1) publish a notice to the public requesting bids/proposals for the project (2) specify in the notice the date for submittal of bids/proposals (3) specify in the notice the general procedure and criteria for selection; and (4) comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.
- C. **Contract Change Order.** Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- D. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long term lease, easement, or fee simple ownership) for the land proposed for development, renovation or restoration. The documentation must meet current RCO requirements.
- E. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- F. **Use of Best Management Practices.** Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 22. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, salmon recovery purposes, or farmland preservation:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance**
 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1687, and applicable regulations and procedures of the federal agency implementing that Act.
 2. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 488-100 WAC.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 9 - Archaeological and Cultural Resources before structures are removed or demolished.

SECTION 23. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property or facility acquired, developed, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation, or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 24. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

For acquisition, development, renovation and restoration projects, sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

For acquisition, development, renovation and restoration projects, facilities open and accessible to the general public must:

- E. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 25. INCOME AND INCOME USE

- A. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).
- B. Income use. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching funds;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development.

SECTION 26. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 27. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 28. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

- A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. FARMLAND PRESERVATION ACCOUNT

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement.

- Section 8 - Acknowledgement and Signs,
- Section 10 - Hazardous Substances,
- Section 14 - Stewardship and Monitoring
- Section 22 - Provisions Applying to Acquisition Projects, Sub-sections F and G.
- Section 23 - Restriction on Conversion of Real Property and/or Facilities to Other Uses,
- Section 24 - Construction, Operation, Use and Maintenance of Assisted Projects, Sub-sections E, F, G, and
- Section 25 - Income and Income Use

SECTION 31. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project agreement including attachments;
- C. Special Conditions;
- D. Standard Terms and Conditions of the Project Agreement.

SECTION 32. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 33. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 34. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 35. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 36. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 37. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
- ii. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines.

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other

party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 39. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 40. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this Agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal or tribal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 41. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Milestone Report By Project

Project Number: 14-1333 R
Project Name: Squire's Landing Park Riparian Restoration
Sponsor: Adopt A Stream Foundation
Project Manager: Elizabeth Butler

X		Milestone	Target Date	Comments/Description
X		Project Start	12/04/2014	
X		Bld Awarded/Contractor Hired	02/28/2015	Adopt A Stream is contractor.
		Applied for Permits	03/15/2015	If required
X		Landowner Agreement to RCO	04/01/2015	
		Permits Complete	04/15/2015	
		Cultural Resources Complete	04/30/2015	Complete the IDP, and confirm no additional requests from Tribes.
		Restoration Started	05/15/2015	Reed Canary Grass weed treatment
		Progress Report Submitted	05/31/2015	
		Final Design to RCO	08/30/2015	
		Restoration Started	11/01/2015	Riparian Planting
		Progress Report Submitted	11/04/2015	
		Annual Project Billing	12/04/2015	
		Funding Acknowl Sign Posted	12/31/2015	
		Progress Report Submitted	05/04/2016	
		Progress Report Submitted	11/04/2016	
		Annual Project Billing	12/04/2016	
		Progress Report Submitted	05/04/2017	
		Progress Report Submitted	11/04/2017	
		Annual Project Billing	12/04/2017	
		Progress Report Submitted	05/04/2018	
		RCO Final Inspection	11/01/2018	
		Final Report in PRISM	11/30/2018	
		Final Report in PRISM	11/30/2018	
		Restoration Complete	12/04/2018	
		Stewardship Plan to RCO	12/04/2018	If sponsor-owned property. Or stewardship plan should be outlined in the Landowner Agreement
		Agreement End Date	12/31/2018	
		Final Billing to RCO	02/28/2019	

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April 14, 2015

Page: 1

Eligible Scope Activities

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration
Program: Salmon Federal Projects

Project Number: 14-1333
Project Type: Restoration
Approval: 12/4/2014

Restoration Metrics**Worksite #1, Squire's Landing Park**

Targeted salmonid ESU/DPS:

Chinook Salmon-Puget Sound ESU,
 Coho Salmon-Puget Sound/Strait of
 Georgia ESU

Targeted species (non-ESU species):

Cutthroat, Kokanee, Searun Cutthroat
 WRIA8 Chinook Salmon Conservation
 Plan, WRIA8 Three-Year Work Plan,
 Project #N335

Project identified in a Plan or Watershed Assessment:

None

Type Of Monitoring:

Riparian Habitat Project

Total Riparian Miles Streambank Treated:

0.33

Total Riparian Acres Treated:

2.0

Planting (C.5.c.1)

Acres Planted in riparian:

2.0

Miles of streambank planted:

0.33

Riparian Plant removal / control (C.5.h.1)

Acres of riparian treated for plant removal/control:

2.0

Miles of streambank treated for plant removal/control:

0.33

Cultural Resources

Cultural resources

Architectural & Engineering

Architectural & Engineering (A&E)

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917



STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026
E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

May 08, 2015

Walter Rung
Adopt A Stream Foundation
600-128th St SE
Everett, WA 98208

FROM: Recreation and Conservation Office

RE: Squire's Landing Park Riparian Restoration, RCO #14-1333R

Enclosed is a signed original of the project agreement for your files. Billings can be submitted through PRISM Online at <https://secure.rco.wa.gov/Prism/Sponsor/Account/LogOn>. For billing resources, please visit the web at http://www.rco.wa.gov/doc_pages/reimbursement.shtml and for copies of manuals please visit the web at http://www.rco.wa.gov/doc_pages/manuals_by_number.shtml.

Please pay attention to the project milestones and contact us immediately if you are having any difficulty meeting your deadlines. We wish you success and look forward to seeing the completed project!

If you have any questions, please contact your grant manager, Elizabeth Butler, at (360) 725-3944 or elizabeth.butler@rco.wa.gov.

Thank you for your support and participation in our grant programs.

Enclosure

Recreation and Conservation Funding Board • Salmon Recovery Funding Board
Washington Invasive Species Council • Governor's Salmon Recovery Office
Habitat and Recreation Lands Coordinating Group



AgreeReturnLetter.rpt



Milestone Report By Project

	I	Special Conditions Met			
--	---	------------------------	--	--	--

X = Milestone Complete

I = Critical Milestone



Amendment to Project Agreement

Project Sponsor: Adopt A Stream Foundation
 Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333R
 Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

Adds WRIA 8's remaining unobligated (or returned) 13-15 PSAR funding to assist sponsor with currently scoped project elements that have gone overbudget - specifically additional invasive plant control, planting and purchasing and installing protection devices to account for excessive herbivory by nutria, which was unexpected. Funds to be added to these tasks is \$7095.78 and are sourced from WRIA 8's 13-15 PSAR funding allotment. Sponsor match has been increased to meet minimum %15 requirement.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - PSAR	\$0.00	0.00%	\$7,095.78	7.82%
RCO - SALMON FED PROJ	\$70,000.00	85.00%	\$70,000.00	77.18%
Project Sponsor	\$12,353.00	15.00%	\$13,607.00	15.00%
Total Project Cost	\$82,353.00	100%	\$90,702.78	100%
Admin Limit	\$0.00	5.00%	\$0.00	5.00%
A&E Limit	\$19,000.00	29.99%	\$20,926.41	29.99%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
 Recreation and Conservation Office

Adopt A Stream Foundation

BY: Kaleen Cottingham

Kaleen Cottingham

TITLE: Director

DATE: 6/5/17

Pre-approved as to form:

BY: /s/

Assistant Attorney General

SAL Project Cost Change Amendment
 General Fund - Federal
 AMENAGR1 RPT

AGENCY: Adopt A Stream Foundation

BY: Walter Runge

Walter Runge

TITLE: Senior ecologist

DATE: 6/8/2017

RECEIVED

JUN 13 2017

WA STATE
 RECREATION AND CONSERVATION OFFICE

RCW 77.85. WAC 420

Washington Department of Ecology
1600 East Main Street
Everett, WA 98201
Phone: 425-355-8800
Fax: 425-355-8801



STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

Phone: 360-902-0900
Fax: 360-902-0901
Email: info@rcow.wa.gov
Website: rcow.wa.gov

June 5, 2017

Walter Rung
Adopt A Stream Foundation
600-128th St SE
Everett, WA 98208

RE: Squire's Landing Park Riparian Restoration, RCO #14-1333R
Amendment # 1

Dear Mr. Rung:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Squire's Landing Park Riparian Restoration project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Josh Lambert at (360) 725-3935, or send an e-mail to Josh.Lambert@rco.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kaleen Cottingham".

Kaleen Cottingham
Director

Enclosures

AMENDCVR RPT



Amendment Agreement Description

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333 R
Amendment Number: 1

Agreement Description

Sno-King Watershed Council is partnering with the City of Kenmore and Adopt-A-Stream Foundation to initiate restoration of riparian forest habitat at the confluence of the Sammamish River and Swamp Creek in Squire's Landing Park. The long term goal is to restore complex riparian and in-water edge habitat to provide enhanced function, support the habitat-forming processes necessary for rearing juvenile Chinook salmon, and resting for migrating adult Chinook salmon. Other salmonid species using the area, including Coho, will also benefit.

Invasive vegetation will be removed and native trees and shrubs will be planted to initiate restoration of two acres of forested riparian habitat. The current phase will focus on a 50 foot riparian buffer along each side of Swamp Creek from the mouth upstream for 700 feet and a 50 foot buffer along 320 feet of the right bank of the Sammamish River from the mouth of Swamp Creek upstream. Future funding will be sought to expand buffers from 50 to 200 feet, measured from top of bank. Deliverables will include a planting plan, plant list, invasive removal and maintenance manual, and conceptual approach for potential future phases of riparian restoration.

This project will capitalize on enhanced community interest in the park and revitalized interest by the City of Kenmore. It helps re-engage the City of Kenmore in the WRIA 8 salmon recovery process, and initiates action for a site and project that is on the WRIA 8 3-Year Work Plan of priority salmon recovery actions.

Amendment Special Conditions

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333 R
Amendment Number: 1

Special Conditions

a) Cultural Resources: This project is subject to Governor's Executive Order 05-05 Archaeological and Cultural Resources (EO 05-05) as described in Section 9 of this project agreement. RCO initiated cultural resources consultation following EO 05-05 for all ground disturbing activities, and no cultural resources assessment was recommended by RCO. However, an IDP is required for the inadvertent discovery of historic era related activities. Completion of the consultation with Tribal governments is forthcoming, and a Notice to Proceed from RCO will be required before ground-disturbing activities can begin.

b) Design Deliverables The project will meet the standards for Design and Restoration Project Deliverables described in Manual 18 Appendix D-4 "Construction and "Design Build" Deliverables" and provide the following before starting construction:

- A) Final Design Deliverables pertaining to the riparian restoration work, to be provided before construction: (See Appendix D-3 for additional details):
 - a) Design Review Comments (if applicable);
 - b) Final Design Report and Planting Plan incorporating comments (if any) provided by stakeholders, SRFB, and/or permit agencies regarding the preliminary design report and on-site review.
 - c) Technical Specifications for installation (if applicable);
 - d) Final Restoration Quantities and Costs (e.g., plants);
 - e) Permits (if applicable);

- C) Post Construction Deliverables (See Appendix D-4 for additional details):
 - a) "As-built" Planting Plan and Plant List.

Amendment Eligible Scope Activities

Project Sponsor: Adopt A Stream Foundation

Project Number:14-1333

Project Title: Squire's Landing Park Riparian Restoration

Project Type:Restoration

Program: Salmon Federal Projects

Amendment #: 1

Restoration Metrics

Worksite #1, Squire's Landing Park

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU
Targeted species (non-ESU species):	Cutthroat, Kokanee, Searun Cutthroat
Miles Of Stream Treated/Protected (C.0.b):	0.19
Project Identified In a Plan or Watershed Assessment (C.0.c):	WRIA8 Chinook Salmon Conservation Plan, WRIA8 Three-Year Work Plan, Project #N335
Type Of Monitoring (C.0.d.1):	None
Riparian Habitat Project	
Total Riparian Miles Streambank Treated (C.5.b.1):	0.19
Total Riparian Acres Treated (C.5.b.2):	2.0
Planting (C.5.c.1)	
Acres Planted in riparian (C.5.c.3):	2.0
Miles of streambank planted (C.5.c.4):	0.19
Riparian Plant removal / control (C.5.h.1)	
Acres of riparian treated for plant removal/control (C.5.h.3):	2.0
Miles of streambank treated for plant removal/control (C.5.h.4):	0.19
Cultural Resources	
Cultural resources	
Architectural & Engineering	
Architectural & Engineering (A&E)	

Landowner Agreement

For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 1st day of March, 2015, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time.

Landowner Name (Landowner): City of Kenmore

Street Address: 18120 - 68th Ave NE

City, State, Zip Code: Kenmore, WA 98028

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Sno-King Watershed Council

Street Address: 7815 NE 192 St

City, State, Zip Code: Kenmore, WA 98028

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in the WRIA8 Watershed (Water Resource Inventory Area), King County, State of Washington, Tax Parcel Nos. 4156700015, 4156700010, 4156700004, 4164100140, 4164100145, 4164100150, 4164100155, 4164100163, 4164100171, 4164100195, 4164100200, 4164100205, 4164100210, 4164100216. The activities are also described in, and in accordance with, the Salmon Recovery Funding

Board's Project Agreement No. **TBD** dated **TBD**, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in an Attachment (Include frequency and duration).

The Landowner Agrees to:

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee and SRFB, or their employees, agents, representatives, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work, and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours prior to entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by landowner in an Attachment (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee, project partners, or SRFB. For the purposes of viewing the Project for information or educational

purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

General Terms

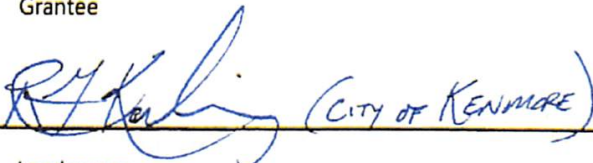
The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer.

To comply with Executive Order 05-05, Archaeological and Cultural Resources: Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and SRFB has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, the SRFB reserves the right to seek reimbursement for the project costs incurred by, and paid to the Grantee with funding under the aforementioned SRFB Project Agreement.

This Agreement does not authorize the Grantee or SRFB to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

 _____ Grantee	2 - 26 - 2015 _____ Date
 _____ Landowner	2-24-2015 _____ Date

Provide a copy of this Agreement, and any amendments to this Agreement, to the SRFB:
 Washington State Salmon Recovery Funding Board, PO BOX 40917 Olympia, WA 98504-0917

Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements): (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Project-related activities will include:

- Site visits for planning, invasive removal, planting, and ongoing monitoring and maintenance.
- Constructing necessary trail access to the restoration sites.
- Removal/control of invasive plants which may include mowing, discing, installation of weed barrier, and limited herbicide application.
- Replanting of riparian areas with native plants, trees, and shrubs.
- Monitoring and maintenance, to include, as needed, site assessment, mowing, weedeating, application of herbicide, and replanting.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

Grantee will be responsible for maintenance and monitoring for the first three years after primary restoration work is completed, up to the project end date, which is September 30, 2018. Primary restoration work will take place in 2015. Maintenance and monitoring activities by the grantee will take place during 2016, 2017, and 2018.

Monitoring and maintenance activities by the grantee each will include:

- Up to 3 site visits during the growing season to assess maintenance needs.
- At least 3 maintenance visits during the growing season. Maintenance activities may include mowing, discing, limited herbicide application, installation of plant protectors, and replanting as needed to ensure viability of restored areas.

During 2015-2018, the Grantee and Landowner may help coordinate and include volunteers in planting and stewardship activities.

After 2018, the Landowner will take over monitoring and maintenance. Monitoring and maintenance activities will include:

- At least 1 site visit annually to assess maintenance needs.

- **At least 1 coordinated stewardship event per year during the growing season to perform maintenance. Maintenance may include mowing, weedeating, and other removal of invasives, placement of mulch, and replanting.**
- **These activities may be coordinated and performed by volunteers in conjunction with the Landowner (the City of Kenmore).**

Landowner Agreement

For Projects Funded by the Salmon Recovery Funding Board

This Agreement, dated and effective beginning the 1st day of March, 2015, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time.

Landowner Name (Landowner): City of Kenmore

Street Address: 18120 - 68th Ave NE

City, State, Zip Code: Kenmore, WA 98028

Salmon Recovery Funding Board Project Sponsor (Grantee):

Grantee Name: Sno-King Watershed Council

Street Address: 7815 NE 192 St

City, State, Zip Code: Kenmore, WA 98028

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) funded by the Salmon Recovery Funding Board (SRFB), and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the salmon habitat improvement activities described below on lands owned by Landowner in the WRIA8 Watershed (Water Resource Inventory Area), King County, State of Washington, Tax Parcel Nos. 4156700015, 4156700010, 4156700004, 4164100140, 4164100145, 4164100150, 4164100155, 4164100163, 4164100171, 4164100195, 4164100200, 4164100205, 4164100210, 4164100216. The activities are also described in, and in accordance with, the Salmon Recovery Funding

Board's Project Agreement No. **TBD** dated **TBD**, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in an Attachment (Include frequency and duration).

The Landowner Agrees to:

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee and SRFB, or their employees, agents, representatives, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work, and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours prior to entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by landowner in an Attachment (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee, project partners, or SRFB. For the purposes of viewing the Project for information or educational

purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

General Terms

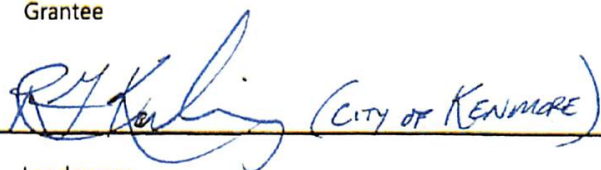
The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and SRFB has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, the SRFB reserves the right to seek reimbursement for the project costs incurred by, and paid to the Grantee with funding under the aforementioned SRFB Project Agreement.

This Agreement does not authorize the Grantee or SRFB to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	<u>2 - 26 - 2015</u>
Grantee	Date
 (CITY OF KENMORE)	<u>2-24-2015</u>
Landowner	Date

Provide a copy of this Agreement, and any amendments to this Agreement, to the SRFB:
Washington State Salmon Recovery Funding Board, PO BOX 40917 Olympia, WA 98504-0917

Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements): (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

Project-related activities will include:

- Site visits for planning, invasive removal, planting, and ongoing monitoring and maintenance.
 - Constructing necessary trail access to the restoration sites.
 - Removal/control of invasive plants which may include mowing, discing, installation of weed barrier, and limited herbicide application.
 - Replanting of riparian areas with native plants, trees, and shrubs.
 - Monitoring and maintenance, to include, as needed, site assessment, mowing, weedeating, application of herbicide, and replanting.
2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

Grantee will be responsible for maintenance and monitoring for the first three years after primary restoration work is completed, up to the project end date, which is September 30, 2018. Primary restoration work will take place in 2015. Maintenance and monitoring activities by the grantee will take place during 2016, 2017, and 2018.

Monitoring and maintenance activities by the grantee each will include:

- Up to 3 site visits during the growing season to assess maintenance needs.
- At least 3 maintenance visits during the growing season. Maintenance activities may include mowing, discing, limited herbicide application, installation of plant protectors, and replanting as needed to ensure viability of restored areas.

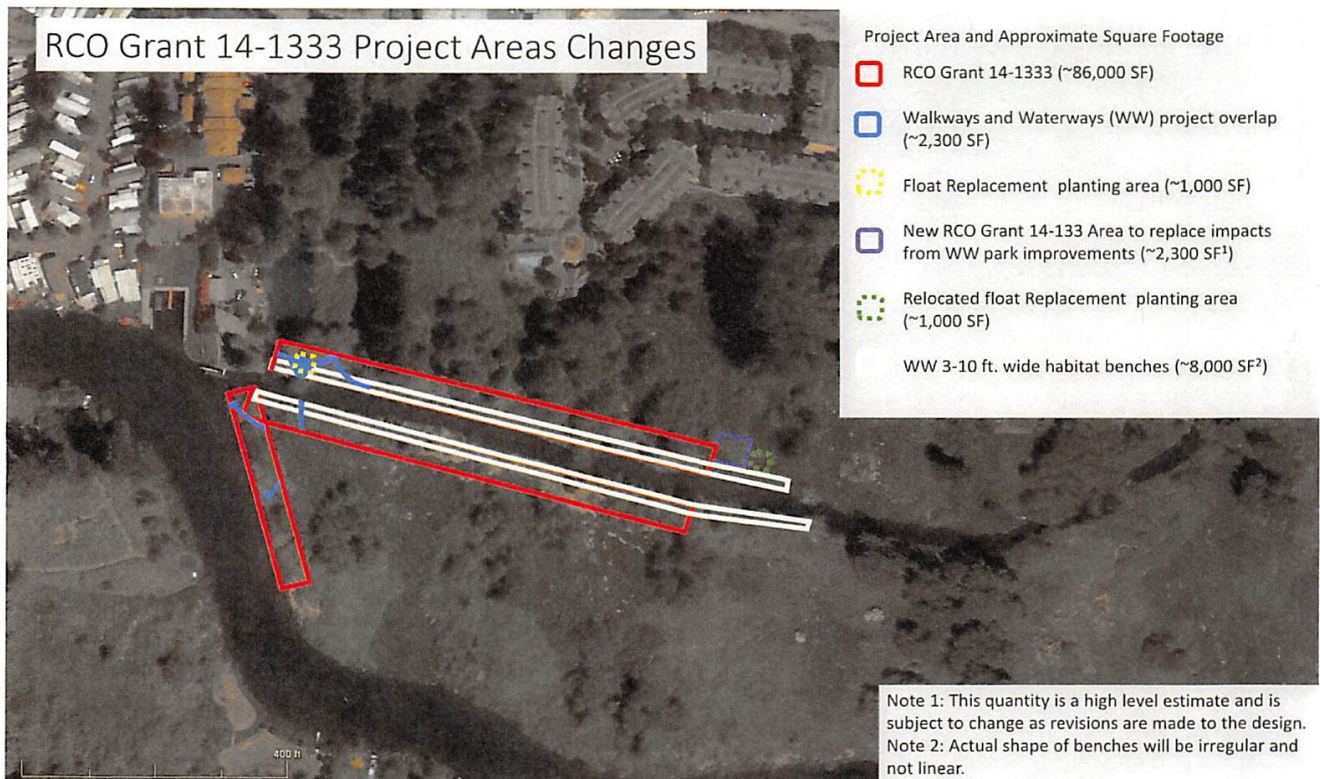
During 2015-2018, the Grantee and Landowner may help coordinate and include volunteers in planting and stewardship activities.

After 2018, the Landowner will take over monitoring and maintenance. Monitoring and maintenance activities will include:

- At least 1 site visit annually to assess maintenance needs.

- **At least 1 coordinated stewardship event per year during the growing season to perform maintenance. Maintenance may include mowing, weedeating, and other removal of invasives, placement of mulch, and replanting.**
- **These activities may be coordinated and performed by volunteers in conjunction with the Landowner (the City of Kenmore).**

MOU 18-C1870 Exhibit C: Project Area Changes

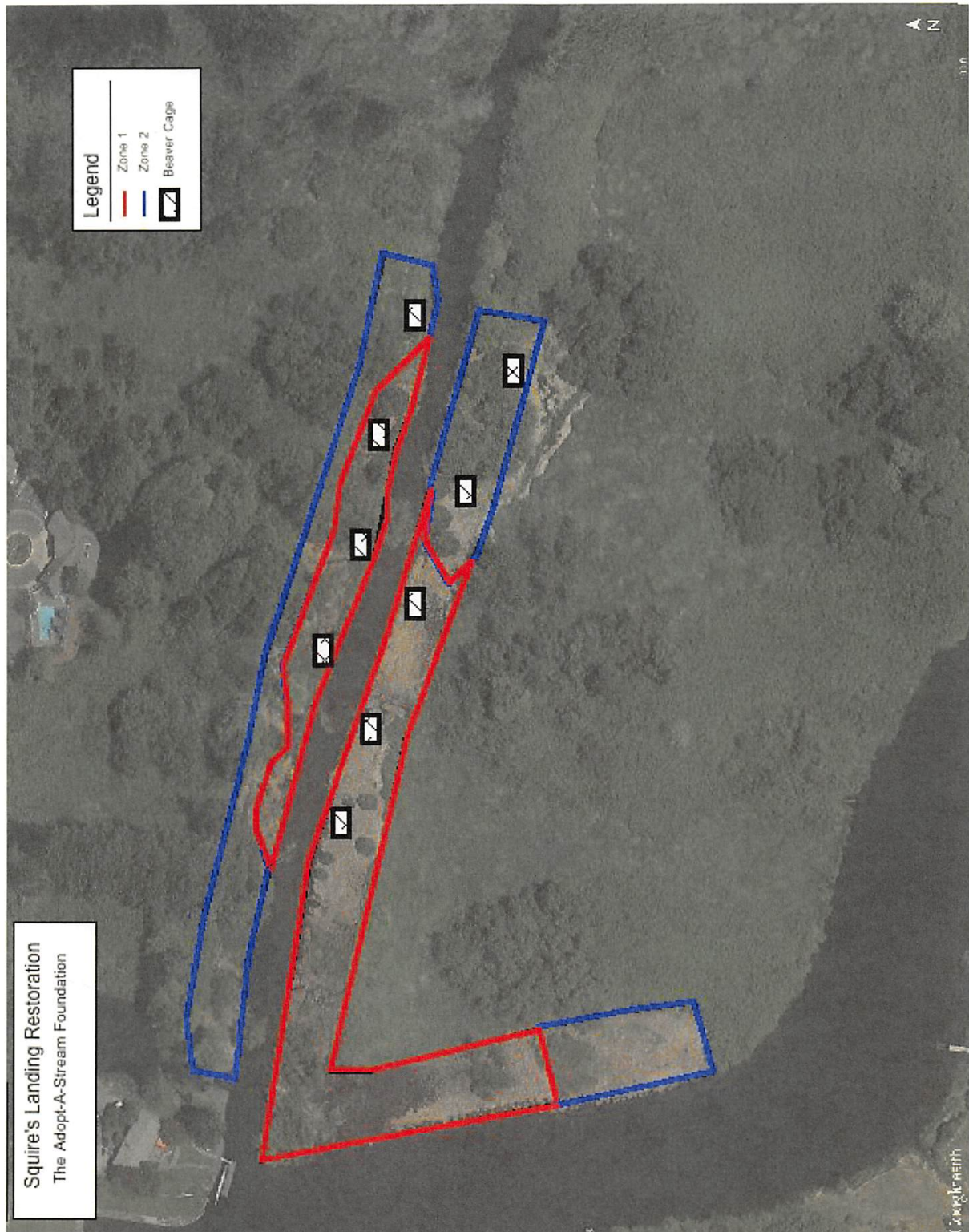


VII. G. Approve Resolution 19-317 to Authorize the City Manager to Enter...

Attachment #2: Project #14-133 Final Planting List and Plan

Zone 1			
Species - common	Species name	type	number installed
Cottonwood	Populus balsamifera	live stakes	2000
Red osier dogwood	Cornus sericera	live stakes	1240
Willow species	Salix species	live stakes	2000
Willow species	Salix species	potted	35
Sitka spruce	Pinus sitchensis	potted	500
Oregon ash	Malus fusca	potted	400
Spirea	Spiaea douglasii	potted	100
Pacific ninebark	Physocarpus capitatus	potted	100
Twinberry	Lonicera involucrata	potted	100
TOTAL			6475
Zone 2			
Species - common	Species name	type	number installed
Western red cedar	Thuja plicata	potted	500
Grand fir	Abies grandes	potted	20
Red alder	Alnus rubra	potted	400
Salmonberry	Rubus spectabilis	potted	100
TOTAL			1020
Grand Total:			7495

Attachment #2: Project #14-1333 Final Planting List and Plan



Attachment #3
**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 19-317**

**A RESOLUTION OF THE CITY COUNCIL OF
KENMORE, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO ACT AS THE AUTHORIZED
REPRESENTATIVE/AGENT ON BEHALF OF THE CITY
OF KENMORE AND TO BIND THE CITY WITH
RESPECT TO THE RECREATION AND
CONSERVATION OFFICE PROJECT #14-1333-C,
SQUIRE'S LANDING PARK RIPARIAN RESTORATION.**

WHEREAS, the Washington State Recreation and Conservation Office ("Office") approved the application of Adopt-A-Stream Foundation ("Adopt-A-Stream"), primary sponsor, and Sno-King Watershed Council ("Sno-King"), secondary sponsor to aid in financing the cost of Office Project(s) 14-1333-C, Squires Landing Park Restoration Project ("Project"); and

WHEREAS, the Office, Adopt-A-Stream, and the Salmon Recovery Funding Board entered into an agreement for the Project ("Project Agreement"); and

WHEREAS, the City, Adopt-A-Stream and Sno-King entered into the Memorandum of Understanding #18-C1870, under which Adopt-A-Stream agreed to comply with the terms of the Project Agreement and the three parties agreed to request the Office to replace Adopt-A-Stream with the City as sponsor of the Project; and

WHEREAS, the MOU provided that if Adopt-A-Stream completed the Project by a deadline in the Project Agreement and the Office authorized the City to replace Adopt-A-Stream as sponsor of the Project, the City will enter into a new grant agreement that substitutes the City for Adopt-A-Stream; and

WHEREAS, Adopt-A-Stream completed the Project by the specified deadline and the Office authorized the City to replace Adopt-A-Stream as sponsor of the Project; and

WHEREAS, the City is the owner of the land for the Project and signed a Land Owner Agreement;

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

1. The City Manager is authorized to act as a representative/agent for the City for purposes of the Project, with full authority to bind the City regarding all matters related to the Project, including but not limited to, full authority to: (1) enter into a project agreement with the Office (2) sign any amendments thereto on behalf of the City, (3) make any decisions and submissions with respect to the Project, and (4) designate a Project contact(s) to implement the day-to-day management of the Project and its grant funding.
2. The City has reviewed the project agreement. The City understands and acknowledges that when the City signs the project agreement, the agreement will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if the City's representative/agent enters into a project agreement on the

City's behalf. The City understands that the Office reserves the right to revise the project agreement and shall communicate any such revisions with the above authorized representative/agent before execution.

3. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into the project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
4. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on the City's part.
5. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the Project, and the characteristics of the City.
6. The City further understands that *prior to* our authorized representative/agent executing the project agreement(s), Office may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that it shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. The City also acknowledges and accepts that if its authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
7. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project referenced above.
8. The City acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on the City upon execution by the City's representative/agent.
9. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
10. The City certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
11. This resolution is deemed to be part of the formal grant application to the Office.
12. The City warrants and certifies, after conferring with its legal counsel, that this resolution was properly and lawfully adopted following the requirements of the City and applicable laws and policies and that the City has full legal authority to commit it to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 28TH DAY OF JANUARY 2019.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Tallen 1/19/18
Assistant Attorney General Date

Attachment #4: Project 14-1333 Amendment 2, Sponsor Change



Amendment to Project Agreement

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333R
Amendment Number: 2

Amendment Type:

Project Sponsor Change

Amendment Description:

Adopt-A-Stream Foundation (AASF) and Sno King Watershed Council completed the scope of work and are released from stewardship responsibilities, and the City of Kenmore, owner of Squire's Landing Park, will assume the role of Primary Project Sponsor and maintain the restoration area to establish a healthy riparian buffer. The Special Conditions pertaining to AASF project implementation are removed.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: _____

Pre-approved as to form:

BY: _____
Assistant Attorney General

Project Sponsor

**EXISTING
AGENCY:** _____

BY: _____

TITLE: _____

DATE: _____

**NEW
AGENCY:** _____

BY: _____

TITLE: _____

DATE: _____

Attachment #4: Project 14-1333 Amendment 2, Sponsor Change

Amendment Special Conditions

Project Sponsor: Adopt A Stream Foundation
Project Title: Squire's Landing Park Riparian Restoration

Project Number: 14-1333 R
Amendment Number: 2

Special Conditions
None.

Attachment #5 Project 14-1333 Maintenance Plan

Squire's Landing Restoration Maintenance Plan 2019-2023

The Adopt A Stream Foundation

Prepared by Kyle Koch, Ecologist 1 for the City of Kenmore

Introduction

Since 2014, the Adopt A Stream Foundation (AASF) collaborated with the City of Kenmore and the community to restore a lower section of the Sammamish River at the confluence of Swamp Creek. The goal of the restoration project is to restore this watershed by adding shade to cool waters and filter pollutants from flowing into the salmon sustaining waters. AASF conducted this work by managing invasive reed canary grass (*Phalaris arundinacea*) and Himalayan blackberry (*Rubus armeniacus*) and replacing the invasive plants with native trees and shrubs more suited to the habitat. To continue forward, AASF recommends the following maintenance restoration plan.

Reed Canary Grass

AASF recommends mowing the reed canary grass at least twice but preferable three times per year. Skilled workers can accomplish this work with gas powered weed eaters. Workers can mow the grass between the planted trees and shrubs to prevent it from out-competing the native vegetation. The City should take care to not mow down the installed vegetation by accident. Alternatively, the City of Kenmore could coordinate volunteers to stomp down the grass with their feet around the plants. This work should be done between April, May, June and July when the grass is actively growing. Reed canary grass is growing throughout the site. The City should do this work for at least the first five years from 2019-2023 for the plants to become established. Once they become established, the installed plants will grow above the reed canary grass and eventually shade the invasive grass on their own.

Himalayan Blackberry

Blackberry grows in three main areas at the site where the elevation is slightly higher than the water table (see Map 1). AASF recommends mowing the blackberries in late spring to mid summer and allowing the blackberry to re-grow to less than knee height. As with the grass, AASF recommends skilled workers with weed eaters can mow the blackberries down encroaching into the restoration area. The City should take care to not accidentally mow down installed plants. In late summer to early fall AASF recommends treating the re-growth blackberry with a foliar spray mixture of 5% glyphosate. AASF recommends referring to the King County Noxious Weed manual before applying any pesticide application:
<https://your.kingcounty.gov/dnrp/library/water-and->

[land/weeds/BMPs/blackberry-control.pdf](#). Mow and spray work should be done for at least the first three years of the project, 2019-2021.

Alternatively, the City of Kenmore could coordinate volunteers to cut back and dig out/grub rhizomes of blackberries that are encroaching into the restoration area. Volunteers can do this work with loppers, pruners, rakes, shovels, picks and the like. AASF recommends that volunteers do this work at least twice per year, in late spring to early fall. Volunteers should do this work for at least the first 5 years of the project, 2019-2023.

Flagging, plant protectors and beaver fencing

AASF installed beaver fencing around targeted areas around the restoration project to prevent beaver, muskrat and invasive nutria from eating the installed plants at Squire's Landing. AASF recommends that the City of Kenmore leave the flagging, plant protectors and fencing installed for at least five years. This will give the installed plants time to become established. After 2023, the fencing and flagging the City of Kenmore can remove the fencing.

Table 1: Annual Restoration Maintenance, 2019-2023

	March	April	May	June	July	Aug.	Sept.	Oct.
RCG mow 2x								
RCG stomp 2x*								
BB mow 1x								
BB spray 1x								
BB hand cut-back*								
BB dig/grub*								
*Alternative								
RCG = reed canary grass								
BB = blackberry								

Table 2: Restoration Maintenance Timeline, 2019-2023

	2019	2020	2021	2022	2023
RCG mow 2x					
RCG stomp 2x*					
BB mow 1x					
BB spray 1x					
BB hand cut-back*					
BB dig/grub*					
Remove fencing, etc.					
*Alternative					
RCG = reed canary grass					
BB = blackberry					

Map 1: Location of Blackberry on Site





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment G to the City of Kenmore and King County Interlocal Agreement (ILA) for the Conservation Futures Tax (CFT) levy grant program. Amendment G will allow the City of Kenmore to receive reimbursement funding for land acquisition.

Proposed Council Action/Motion: Motion to adopt Amendment G of the Interlocal Agreement (ILA) between the City of Kenmore and King County for the Conservation Futures Tax levy (CFT) Grant program.

For Council Meeting Agenda of: January 28, 2019
Department: Development Services
Prepared by: Maureen Colaizzi, Parks Project Manager

	<u>Initial & Date</u>
Approved by Department Head:	SA 1/17/19
Approved by City Attorney:	AG 1/17
Approved by Finance Director:	[Signature]
Approved by City Manager:	[Signature]

Exhibits/Attachments:

Attachment 1: King County Ordinance 18835 Excerpt
Attachment 2 CFT ILA Amendment G

INFORMATION/BACKGROUND:

The City has entered into an Interlocal Agreement with King County to implement the Conservation Futures Tax (CFT) Levy Grant Program on June 14, 2004 (Contract 04-C363). On November 14, 2018, the King County Council passed Ordinance 18835 (Attachment 1), which appropriated a total of eight hundred and fifty thousand dollars (\$850,000) in 2019 CFT Levy proceeds to the City of Kenmore for the Swamp Creek project. Another agenda bill for the January 28, 2019 Kenmore City Council meeting recommends that the City Council by motion adopt Amendment F to the CFT Levy Grant Program Interlocal Agreement (ILA). Amendment F would allow CFT Levy proceeds that are authorized by the King County Council, including the proceeds authorized by Ordinance 18835, to be appropriated to the City without a specific ordinance by the King County Council. That is, the proceeds would be appropriated to the City merely through an amendment to the ILA executed by the County Executive. Thus, if the City Council adopts a motion to adopt Amendment F of this Interlocal Agreement, the City Council can authorize acceptance of the \$850,000 in 2019 CFT Levy proceeds merely by adopting Amendment G to the ILA (Attachment 2) by motion.

The CFT grant awarded Swamp Creek project provides funding for P-31, Squire's Landing Park Land Acquisition. The P-31 project provides property to replace passive recreation land at Squire's Landing Park that will be converted to active recreation uses for the Walkways and Waterways project. The land conversion is required by the Recreation and Conservation Office (RCO) to satisfy long term obligation requirements of the grant funding which purchased Squire's Landing Park. The conversion will allow more active recreation uses at the park. The replacement land that will be acquired in the Swamp Creek wetland complex will replace the passive recreation lands at Squire's Landing Park that are being converted to active uses.

FISCAL CONSIDERATION:

P-31 Squire's Landing Park Land Acquisition's 2019 budget is \$1.7 Million (\$850 thousand King County Conservation Futures Grant funds and \$850 thousand City funds). This project will purchase land as part of the RCO land conversion process.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 6: To continue to implement a Parks Improvement Plan.
Goal 8: To protect and enhance the water, air and forest environment.

Attachment #1: King County Ordinance 18835 CFT Excerpt



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 14, 2018

Ordinance 18835

Proposed No. 2018-0465.3

Sponsors Upthegrove

1 AN ORDINANCE that adopts the 2019-2020 Biennial
2 Budget and makes appropriations for the operation of
3 county agencies and departments and capital improvements
4 for the fiscal biennium beginning January 1, 2019, and
5 ending December 31, 2020.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. The 2019-2020 Biennial Budget is adopted and, subject to the
8 provisions hereinafter set forth and the several amounts hereinafter specified or so much
9 thereof as shall be sufficient to accomplish the purposes designated, appropriations are
10 hereby authorized to be distributed for salaries, wages and other expenses of the various
11 agencies and departments of King County, for capital improvements, and for other
12 specified purposes for the fiscal biennium beginning January 1, 2019, and ending
13 December 31, 2020, out of the following funds of the county hereinafter named and set
14 forth in the following sections.

15 SECTION 2. **Effect of proviso or expenditure restriction veto.** It is hereby
16 declared to be the legislative intent of the council that a veto of any proviso or
17 expenditure restriction that conditions the expenditure of a stated dollar amount or the use
18 of FTE authority upon the performance of a specific action by an agency shall thereby
19 reduce the appropriation authority to that agency by the stated dollar or FTE amount.

141

Ordinance 18835

are sold, but only if an intent to reimburse motion has been approved by the executive finance committee prior to expenditure.

The two primary prioritization processes that provided input to the 2019 - 2024 Roads Capital Improvement Program are the Bridge Priority Process, published in the Annual Bridge Report dated August 2018, and the Transportation Needs Report dated November 2016.

From the several capital improvement project funds there are hereby appropriated and authorized to be disbursed the following amounts for the specific projects identified in Attachment A to this ordinance.

Fund	Fund Name	2019-2020
3151	CONSERVATION FUTURES LEVY SUBFUND	\$72,261,837
3160	PARKS, RECREATION AND OPEN SPACE	\$37,107,325
3170	E 911 CAPITAL	\$145,000
3230	DPH TECHNOLOGY CAPITAL	\$2,464,800
3240	DCHS TECHNOLOGY CAPITAL	\$3,785,000
3250	DES TECHNOLOGY CAPITAL	\$5,478,800
3280	PSB GENERAL TECHNOLOGY CAPITAL	\$5,476,628
3292	SWM CIP NON-BOND	\$38,004,267
3310	LONG TERM LEASE	\$36,127,645
3350	YOUTH SERVICES FACILITIES CONSTRUCTION	\$2,605,781
3361	PUGET SOUND EMERGENCY RADIO NETWORK CAPITAL	(\$18,087)
3380	AIRPORT CONSTRUCTION	\$30,381,865
3403	URBAN RESTORATION AND HABITAT RESTORATION	\$833,208

Ordinance 18835

3263	3421	MAJOR MAINTENANCE RESERVE SUBFUND	\$19,878,703
3264	3522	OPEN SPACE KING COUNTY NON-BOND FUND SUBFUND	\$5,060,000
3265	3581	PARKS CAPITAL	\$70,111,370
3266	3591	KC MARINE CONSTRUCTION	\$6,352,090
3267	3611	WATER QUALITY CONSTRUCTION UNRESTRICTED	\$682,574,874
3268	3612	WTD INTERNALLY FINANCE PROJECTS	\$3,059,214
3269	3641	PUBLIC TRANSPORTATION CONSTRUCTION	
3270		UNRESTRICTED	\$331,680,743
3271	3642	PUBLIC TRANSPORTATION REVENUE FLEET CAPITAL	\$179,179,578
3272	3673	CRITICAL AREAS MITIGATION	\$22,870,417
3273	3681	REAL ESTATE EXCISE TAX (REET) #1	\$20,458,000
3274	3682	REAL ESTATE EXCISE TAX (REET) #2	\$21,452,000
3275	3691	TRANSFER OF DEVELOPMENT CREDITS PROGRAM	\$23,863,474
3276	3771	OIRM CAPITAL	\$18,523,610
3277	3781	ITS CAPITAL	\$5,616,235
3278	3810	SOLID WASTE CAPITAL EQUIPMENT REPLACEMENT	\$18,624,483
3279	3840	FARMLAND AND OPEN SPACE ACQUISITION	\$289,030
3280	3855	COUNTY ROAD MAJOR MAINTENANCE	\$51,076,534
3281	3860	COUNTY ROAD CONSTRUCTION	(\$2,779,122)
3282	3865	KING COUNTY ROAD CONSTRUCTION	\$8,239,132
3283	3901	SOLID WASTE 1993 BONDS CONSTRUCTION SUBFUND	\$104,470,175
3284	3910	LANDFILL RESERVE	\$54,829,832
3285	3951	BUILDING REPAIR/REPLACEMENT SUBFUND	\$38,811,345

Ordinance 18835

3339 or circumstance is held invalid, the remainder of the ordinance or the application of the
3340 provision to other persons or circumstances is not affected.
3341

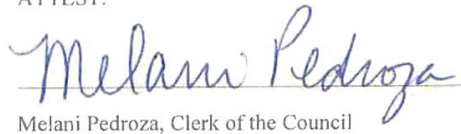
Ordinance 18835 was introduced on 10/1/2018 and passed as amended by the
Metropolitan King County Council on 11/13/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

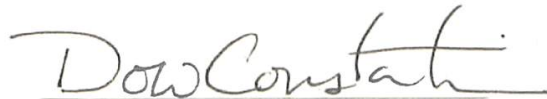
ATTEST:


Melani Pedroza, Clerk of the Council



RECEIVED
2018 NOV 14 PM 3:41
KING COUNTY COUNCIL CLERK

APPROVED this 14 day of NOVEMBER, 2018.



Dow Constantine, County Executive

Attachments: A. Capital Improvement Program, dated November 8, 2018

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed								
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$	
3151 CONSERV FUTURES SUB-FUND								
1047150	WLCF FINANCE DEPT FND CHR STANDALONE			\$ 104,746	\$ 110,749	\$ 117,035	\$ 332,530	
1047152	WLCF CFL PROGRAM SUPPORT STANDALONE			811,006	887,082	944,336	2,642,424	
1047220	WLCF KC TDR PROGRAM SUPPORT STANDALONE			278,964	295,228	314,283	888,475	
1047226	WLCF SNO - SNO RVRFRNT RCH STANDALONE			525,000	-	-	525,000	
1047228	WLCF ISS - ISSAQUH CRK WTRWY STANDALONE			500,000	-	-	500,000	
1116231	WLCF KC BEAR CK WATERWAYS STANDALONE			180,000	-	-	180,000	
1116264	WLCF KC MASTER STANDALONE			16,935,752	22,004,216	22,226,434	61,166,402	
1122060	WLCF KC COTTAGE&COLD CREEK NA STANDALONE			95,000	-	-	95,000	
1123828	WLCF KC MITCHELL HILL FOR ADD STANDALONE			275,000	-	-	275,000	
1126725	WLCF KC WAYNE GC BACK NINE STANDALONE			650,000	-	-	650,000	
1126743	WLCF KC GR LWR NEWAUKUM CK STANDALONE			250,000	-	-	250,000	
1126744	WLCF KC GR MID NEWAUKUM SP CK STANDALONE			225,000	-	-	225,000	
1129253	WLCF KC COUGAR MTN PARK ADD STANDALONE			1,050,000	-	-	1,050,000	
1129256	WLCF KC LOWER SOOS CREEK STANDALONE			250,000	-	-	250,000	
1129267	WLCF KC PINER POINT NAT AREA STANDALONE			400,000	-	-	400,000	
1129269	WLCF KC FARMLAND ENUM APD/TDR STANDALONE			500,000	-	-	500,000	
1129272	WLCF KC FARMLAND GREEN APD/TDR STANDALONE			235,000	-	-	235,000	
1132069	WLCF FED HYLEBOS W/SIICD CONS STANDALONE			500,000	-	-	500,000	

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
1132091	WLCF KC FROG HOLLER FOREST VI			500,000	-	-	500,000
	STANDALONE						
1132092	WLCF KC KEEVIE LAKE			200,000	-	-	200,000
	STANDALONE						
1133801	WLCF DEM VAN GASKEN PROP			594,000	-	-	594,000
	STANDALONE						
1133802	WLCF KEN SWAMP CREEK			850,000	-	-	850,000
	STANDALONE						
1133803	WLCF KNT UPPER MILL CR CANYON			445,000	-	-	445,000
	STANDALONE						
1133804	WLCF SEA AURORA-LICTON SPR UVP			500,000	-	-	500,000
	STANDALONE						
1133805	WLCF SEA CHEASTY GREEN ADD			125,000	-	-	125,000
	STANDALONE						
1133806	WLCF SEA COLLEGE ST RAVINE ADD			300,000	-	-	300,000
	STANDALONE						
1133807	WLCF SEA DUWAMISH WATERWAY PK			550,000	-	-	550,000
	STANDALONE						
1133808	WLCF SEA MADRONA RAV ADD			450,000	-	-	450,000
	STANDALONE						
1133809	WLCF SEA ORCHARD ST RAV ADD			125,000	-	-	125,000
	STANDALONE						
1133810	WLCF TUK DUWAMISH RIV HAB CORR			335,000	-	-	335,000
	STANDALONE						
1133811	WLCF KC MOSS LAKE NA ADD			50,000	-	-	50,000
	STANDALONE						
1133812	WLCF KC SNOQ VALLEY TR NORTH			106,000	-	-	106,000
	STANDALONE						
1133813	WLCF KC THREE FORKS NA ADD			60,000	-	-	60,000
	STANDALONE						
1133814	WLCF KC CEDAR RIVER OPP FUND			500,000	-	-	500,000
	STANDALONE						
1133816	WLCF KC MOLASSES CREEK			25,000	-	-	25,000
	STANDALONE						
1133817	WLCF KC MID GREEN RIV OS EXP			250,000	-	-	250,000
	STANDALONE						
1133819	WLCF KC SNOQUALMIE VALLEY FARM			500,000	-	-	500,000

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
1133820	STANDALONE WLCF KC VASHON MAURY ISL FARM			300,000	-	-	300,000
1134923	STANDALONE WLCF KC MASTER 2020 BOND STANDALONE			24,000,000	20,000,000	20,000,000	64,000,000
1134983	WLCF KC CFT DEBT SERVICE PYMTS STANDALONE			17,731,369	21,293,673	23,112,749	62,137,791
3151 - CONSERV FUTURES SUB-FUND		Total		72,261,837	64,590,948	66,714,837	203,567,622
3160 FMD-PARKS,REC,OPEN SPACE							
1039557	PKS GREEN RIVER TRAIL PROGRAMMATIC	✓		(1,130,023)	-	-	(1,130,023)
1039583	PKS AUDITOR CPO ADMIN			15,544	-	-	15,544
1039611	PKS M:PARKS FACILITY REHAB PROGRAMMATIC			3,470,906	5,900,000	9,700,000	19,070,906
1039826	PKS EMER CONTING FUND 3160 PROGRAMMATIC	✓		(45,553)	-	-	(45,553)
1039848	PKS M:CMMNTY PRSHIP GRANT 316 PROGRAMMATIC			1,000,000	-	-	1,000,000
1046228	PKS ACQN EVALTNS MASTER PROGRAMMATIC			200,000	-	-	200,000
1121441	PKS M:MAURY ISLAND SITE PROGRAMMATIC			830,451	-	1,000,000	1,830,451
1122161	PKS CENTRAL MAINT FACILITY STANDALONE			28,200,000	-	-	28,200,000
1129678	PKS GRANT CONTINGENCY 3160 STANDALONE			350,000	-	-	350,000
1129686	PKS M:SMALL CAPITAL PROGRAMMATIC			4,266,000	4,875,000	5,490,000	14,631,000
1130265	PKS PRESTON ATHLETIC FIELDS STANDALONE	✓		(50,000)	-	-	(50,000)
3160 - FMD-PARKS,REC,OPEN SPACE		Total		37,107,325	10,775,000	16,190,000	64,072,325
3170 E 911 CAPITAL							
1130200	E911 Small PSAP Equipmt STANDALONE			3,000,000	-	-	3,000,000
1130202	E911 Security System STANDALONE	✓		(3,500,000)	-	-	(3,500,000)

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
1135106	EST STANDALONE DES FMD MMR YESLER OUT YER			-	19,000,000	8,000,000	27,000,000
1135107	EST STANDALONE DES FMD MMR CHINOOK OUT YE			-	11,000,000	8,000,000	19,000,000
1135109	EST STANDALONE DES FMD KCCF OUT YEAR EST			-	53,000,000	27,000,000	80,000,000
1135110	EST STANDALONE DES FMD MMR OTHER BLDGS EST			-	28,000,000	49,000,000	77,000,000
3421 - MJR MNTNCE RSRV SUB-FUND		Total		19,878,703	400,000,000	180,000,000	599,878,703
3522 OS KC NON BND FND SUBFUND							
1047254	WLOS PROPERTY CONVERSIONS STANDALONE			1,060,000	-	-	1,060,000
1047267	WLOS GRANT CONTINGENCY PROGRAMMATIC			4,000,000	5,300,000	4,200,000	13,500,000
3522 - OS KC NON BND FND SUBFUND		Total		5,060,000	5,300,000	4,200,000	14,560,000
3581 PARKS CAPITAL							
1044590	PKS BEAR CREEK WATERWAYS STANDALONE			180,000	-	-	180,000
1044591	PKS BURKE GILMAN REGIONAL TRA			(4,195)	-	-	(4,195)
1044592	STANDALONE PKS CAPITAL PROJECT OVERSIGHT			10,000	-	-	10,000
1044596	ADMIN PKS COUGAR MTN PRECIPICE TRL STANDALONE			1,050,000	-	-	1,050,000
1044600	PKS M:E Lake Samm Trail PROGRAMMATIC			9,292,000	-	-	9,292,000
1044668	PKS FOOTHILLS REGIONAL TRAIL PROGRAMMATIC			4,545,000	-	-	4,545,000
1044750	PKS MITCHELL HILL DUTHIE STANDALONE			275,000	-	-	275,000
1044756	PKS PKS EXPANSION IMPLEMENTAT			(37,025)	-	-	(37,025)
1112621	STANDALONE PKS South County Regional Tra PROGRAMMATIC			10,379,270	-	-	10,379,270
1114770	PKS SOOS CREEK REGIONAL PARK			250,000			250,000

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
	STANDALONE						
1120085	PKS M:GREEN2CEDAR RIVER TRAIL PROGRAMMATIC			(3,979,900)	-	-	(3,979,900)
1121155	PKS M:EASTSIDE RAIL CORR (ERC) PROGRAMMATIC			8,585,000	-	-	8,585,000
1121444	PKS M:STEVE COX MEMORIAL PARK PROGRAMMATIC			300,000	-	-	300,000
1121445	PKS M:NEWAUKUM/BIG SPRING CRK STANDALONE			225,000	-	-	225,000
1121455	PKS M:RTS MOBILITY CONNECTIONS PROGRAMMATIC			2,930,729	-	-	2,930,729
1121497	PKS M:AQUATIC CENTER PROGRAMMATIC			600,000	-	-	600,000
1121498	PKS M:PLAYAREA REHAB PROGRAMMATIC			600,000	-	-	600,000
1121499	PKS M:BRIDGE&TRESTLE PROGRAM PROGRAMMATIC			1,750,000	-	-	1,750,000
1121500	PKS M:REG TRL SURFACE IMPR PROGRAMMATIC			1,500,000	-	-	1,500,000
1121501	PKS M:DOCK REHAB PROGRAM PROGRAMMATIC			500,000	-	-	500,000
1123893	PKS M: RSTRM REHAB & RPLMNT PROGRAMMATIC			1,000,000	-	-	1,000,000
1123894	PKS M: PK LOT & PTHWY RHB PROGRAMMATIC			1,000,000	-	-	1,000,000
1123896	PKS M: DRNGE/SWR/WTR SYSTM RHB PROGRAMMATIC			1,600,000	-	-	1,600,000
1123925	PKS M:EMERALD NCKLCE TR STANDALONE			50,000	-	-	50,000
1123996	PKS M: MARYMOOR PARK PROGRAMMATIC			3,000,000	-	-	3,000,000
1124055	PKS:ASSET MGT SYS STANDALONE		✓	830,000	-	-	830,000
1126266	PKS CPITAL PLAN ADM ADMIN			3,531,025	-	-	3,531,025
1127071	PKS COLD/COTTAGE LAKE CREEK STANDALONE			96,500	-	-	96,500

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
1127075	PKS LOWER NEWAUKUM CRK STANDALONE			250,000	-	-	250,000
1129476	PKS VASHON ISLND S UPLAND FRST STANDALONE			500,000	-	-	500,000
1129671	PKS M:PARKS ENERGY EFFICIENCY PROGRAMMATIC			400,000	-	-	400,000
1129673	PKS EMERGENT CONTINGENCY 3581 STANDALONE			(2,430,729)	-	-	(2,430,729)
1129676	PKS GRANT CONTINGENCY 3581 STANDALONE			13,690,000	-	-	13,690,000
1129690	PKS M:RTS MONITORING & MAINT PROGRAMMATIC			504,195	-	-	504,195
1129700	PKS M:SKYWAY PARK PROGRAMMATIC			500,000	-	-	500,000
1132221	PKS SNOQ VLLY TRL NORTH ACQ STANDALONE			269,000	-	-	269,000
1132224	PKS BLACK DIAMOND ACQ STANDALONE			1,100,000	-	-	1,100,000
1132225	PKS KEEVIE LAKE ACQ STANDALONE			1,000,000	-	-	1,000,000
1133888	PKS MOSS LAKE NA ADD STANDALONE			50,000	-	-	50,000
1133889	PKS THREE FORKS NA ADD STANDALONE			60,000	-	-	60,000
1133890	PKS CEDAR RIVER ADD STANDALONE			500,000	-	-	500,000
1133891	PKS CEMETERY POND OPN SPCE ADD STANDALONE			300,000	-	-	300,000
1133892	PKS MOLASSES CREEK STANDALONE			25,000	-	-	25,000
1133893	PKS URBAN GREEN SPACE ACQ STANDALONE			450,000	-	-	450,000
1133894	PKS MID GREEN RIVER EXPANSON STANDALONE			250,000	-	-	250,000
1133895	PKS MISTY ISLE FARMS STANDALONE			200,000	-	-	200,000
113389G	PKS SNOQUALMIE VALLEY FARMLAND			57,500	-	-	57,500

18835 - ATTACHMENT A CAPITAL IMPROVEMENT PROGRAM DATED November 8, 2018 - 18835

2019-2020 Biennial - Executive Proposed							
Project Number	Project Name Class Code	Tech Adj	IT Proj	FY19-20 Appropriation \$	FY21-22 Planned \$	FY23-24 Planned \$	Total 6-Year Budget \$
1133897	STANDALONE PKS ERC NE 8TH ST ACQUISITION STANDALONE			500,000	-	-	500,000
1134312	PKS M: MILLION TR-FOREST HEALTH PROGRAMMATIC			1,878,000	-	-	1,878,000
3581 - PARKS CAPITAL	Total			70,111,370	-	-	70,111,370
3591 KC MARINE CONST							
1111713	MD VESSEL PRESERVATION STANDALONE			-	-	3,000,000	3,000,000
1111720	MD MARINE GENERAL CAPITAL ADMIN			3,777	-	-	3,777
1111725	MD VESSEL ACQUISITION STANDALONE	✓		(86,858)	-	-	(86,858)
1111731	MD VASHON TERMINAL IMPROVEMENTS STANDALONE	✓		(7,085)	-	-	(7,085)
1111735	MD MARINE VESSEL LEASES STANDALONE	✓		(42,309)	-	-	(42,309)
1129118	MD Grant Contingency ADMIN			4,000,000	-	-	4,000,000
1129120	MD Spirit Engine Replacement STANDALONE	✓		(65,435)	-	-	(65,435)
1129121	MD W Sea Terminal Replacement STANDALONE			1,500,000	2,500,000	6,000,000	10,000,000
1129123	MD W Seattle Dock Preservation STANDALONE			300,000	-	-	300,000
1133740	MD W Sea Mobility Transit Hub STANDALONE			750,000	7,250,000	3,000,000	11,000,000
3591 - KC MARINE CONST	Total			6,352,090	9,750,000	12,000,000	28,102,090
3611 WATER QUALITY CONST-UNRES							
1037498	WTC STRUCTURE SITE IMPROVEMENT PROGRAMMATIC			10,472,222	11,195,641	11,766,630	33,434,493
1037513	WTC BIOSOLIDS TRANSP STANDALONE			-	802,397	2,123,308	2,925,705
1037543	WTC BRIGHTWATER RW PIPELINE STANDALONE	✓		(2,939,666)	-	-	(2,939,666)
1037545	WTC BELLEVUE INFLNT TRK IMPRV STANDALONE	✓		(2,848,873)	-	-	(2,848,873)

Attachment #2: Amendment G

AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KENMORE FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF KENMORE and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 14th day of June, 2004, as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy proceeds allocation for the Swamp Creek project, and hereafter reads:

- On November 13, 2018, the King County Council passed Ordinance 18835, which appropriated a total of eight hundred and fifty thousand dollars (\$850,000) in 2019 Conservation Futures Levy proceeds to the City of Kenmore for the Swamp Creek project. In accordance with Section 8.2, the executive or designee is authorized to execute this Amendment.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is amended to include the Exhibit 1 attached to this Amendment, which lists a 2019 Conservation Futures Levy proceeds allocation for the Swamp Creek project.

Amendment 3: Exhibit A

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit A, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Amendment G
Kenmore-King County CFT ILA: 2019 Award

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment G.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF KENMORE

Dow Constantine
King County Executive

City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

City Attorney

Amendment G
Kenmore-King County CFT ILA: 2019 Award

EXHIBIT A**2019 CONSERVATION FUTURES LEVY PROCEEDS
CITY OF KENMORE ALLOCATION**

Jurisdiction	Project Name (Project Number)	Allocation
Kenmore	Swamp Creek (1133802)	\$850,000
TOTAL		\$850,000

Project Description:

1133802 - Kenmore – Swamp Creek (\$850,000 FY 2019 Award): Kenmore proposes to add to dozens of acres already protected along Swamp Creek. City seeks to preserve part of an 83-acre wetland that encompasses the creek corridor in northeast Kenmore, providing community separator and visual relief. This large wetland complex provides important wildlife habitat and water quality benefits to salmonid-bearing Swamp Creek (used primarily by coho salmon and cutthroat trout, with historic and potential use by chinook). The acquisitions may eventually support a future trail connection that the City envisions in this area, with a goal to link Wallace Swamp Creek Park north of the site and Squire's Landing Park south of the site.

2019 fiscal year: The City seeks to acquire two parcels that contain about 5.8 acres, with additional long-term targets nearby. The City will match awarded CFT funds with city funding, plus the value of a land trade on an additional 0.6-acre parcel that was acquired recently with non-CFT funds at the mouth of Swamp Creek (which will be encumbered with CFT deed restrictions when used as a land match).

Amendment G
Kenmore-King County CFT ILA: 2019 Award



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: A streamlining amendment to the King County Interlocal Agreement (ILA) for the Conservation Futures Tax (CFT) levy grant program.

Proposed Council Action/Motion: Motion to adopt Amendment F of the Interlocal Agreement (ILA) between the City of Kenmore and King County for the Conservation Futures Tax levy (CFT) Grant program.

For Council Meeting Agenda of: January 28, 2019
Department: Development Services
Prepared by: Maureen Colaizzi, Parks Project Manager

Initial & Date

Approved by Department Head: DS 1/18/19
Approved by City Attorney: Myra 1/17/19
Approved by Finance Director: One
Approved by City Manager: AK

Exhibits/Attachments:

Attachment 1: King County Ordinance 18827
Attachment 2 CFT ILA Amendment F

INFORMATION/BACKGROUND:

The City has entered into an Interlocal Agreement with King County to implement the Conservation Futures Tax (CFT) Levy Grant Program on June 14, 2004 (Contract 04-C363). On November 14, 2018, King County Council adopted Ordinance 18827 (Attachment 1), providing a method by which King County can streamline amendments to the King County-City Conservation Futures Interlocal Cooperation Agreement (ILA) for future funding awards. Under the current process, each time the King County Council approves a Conservation Futures Tax levy (CFT) award to a city, King County must amend the county-city CFT ILA to reflect that new award before they can reimburse cities with CFT funds for acquisition project expenditures. Section 8.2 of the ILA requires both King County Council approval and city council approval of any ILA amendment.

Ordinance 18827 authorized Amendment F (Attachment 2), an amendment that would change Section 8.2 procedures and a minor change to Article VII that describes how amendments are referenced in the ILA. If a city adopts Amendment F, changes to Section 8.2 would eliminate the need for county council and city council approval for future ILA amendments to award funds and changes to Article VII would eliminate the need for King County staff to update this article in amendments for future awards. All other types of ILA amendments would still require council approval.

Adopting Amendment F still provides Kenmore City Council the opportunity to review and approve future ILA amendment for CFT funding awards at its meetings and authorizing the City Manager to sign them on their behalf if they so choose. However, by approving Amendment F, the Council is allowing King County staff to expedite the ILA amendment process without the requirement of receiving additional King County Council approval. King County staff estimates this amendment would expedite receipt of CFT grant funding by six to twelve months.

FISCAL CONSIDERATION: Amendment F will expedite receipt of CFT grant funding by six to twelve months making it faster for the City to receive reimbursement for its expenditures for open space land acquisition.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 6: To continue to implement a Parks Improvement Plan.
Goal 8: To protect and enhance the water, air and forest environment.

Attachment #1: King County Ordinance 18827



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 14, 2018

Ordinance 18827

Proposed No. 2018-0487.2

Sponsors Upthegrove

1 AN ORDINANCE authorizing the use of an amendment
2 template to interlocal cooperation agreements with the
3 cities of Auburn, Bellevue, Black Diamond, Bothell,
4 Burien, Carnation, Covington, Des Moines, Duvall,
5 Enumclaw, Federal Way, Issaquah, Kenmore, Kent,
6 Kirkland, Lake Forest Park, Mercer Island, Milton,
7 Newcastle, Normandy Park, North Bend, Pacific,
8 Redmond, Renton, Sammamish, Seattle, Shoreline,
9 Snoqualmie and Tukwila, Vashon Park District and
10 Vashon-Maury Island Trust, for open space acquisition
11 projects.

12 STATEMENT OF FACTS:

- 13 1. King County conservation futures tax levy funds are collected from
14 throughout King County as a dedicated portion of property taxes, for the
15 acquisition of open space and natural resource lands.
- 16 2. K.C.C. 26.12.010 established procedures for the annual allocation of
17 conservation futures tax levy funds, which directs the conservation futures
18 citizens committee to make funding recommendations to the King County
19 executive, to consider for inclusion in the annual appropriation ordinance.

Ordinance 18827

20 3. Funds are disbursed to cities or other entities through new interlocal
21 cooperation agreements or amendments to existing interlocal agreements.

22 4. Currently, all amendments to existing interlocal agreements require
23 approval by the respective city council or other governing entity and the
24 county council.

25 5. In the past, after the council appropriated moneys for projects for
26 entities with which the county already has interlocal agreements, the
27 executive transmitted a proposed ordinance for approval of amendments to
28 the interlocal agreement, with each entity to contractually recognize the
29 moneys already appropriated by attaching a funding allocation attachment
30 for affected entities.

31 6. All amendments or modifications to the existing interlocal agreements other
32 than those amendments that contractually allocate conservation futures already
33 appropriated by council shall require council review and approval by ordinance.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 **SECTION 1. Findings:**

36 A. To reduce the duplication of council review, a template amendment for
37 existing conservation futures interlocal agreements, Attachment A to this ordinance,
38 provides that once the council has appropriated moneys for an entity's projects, the
39 executive is authorized to execute follow-on amendments to that entity's existing
40 interlocal agreement setting forth the conservation futures allocation, if the affected entity
41 agrees, without prior council approval.

42 B. Attachment B to this ordinance is the council-approved template for the

Ordinance 18827

43 follow-on funding amendments.

44 C. All amendments or modifications to the existing interlocal agreements other
45 than those amendments that contractually allocate council-appropriated conservation
46 futures moneys shall require council review and approval by ordinance.

47 SECTION 2. A. The executive is hereby authorized to execute an amendment to
48 the interlocal agreements with the cities of Auburn, Bellevue, Black Diamond, Bothell,
49 Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah,
50 Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle,
51 Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline,
52 Snoqualmie and Tukwila, Vashon Park District and Vashon-Maury Island Trust, for open
53 space acquisition projects, in substantially the form of Attachment A to this ordinance.

54 B. The executive is authorized to execute follow-on amendments, substantially in

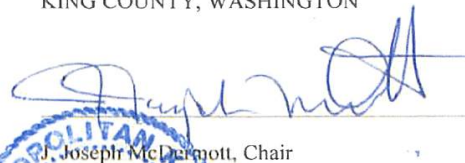
Ordinance 18827

55 the form of Attachment B to this ordinance, with each respective entity receiving
56 conservation futures funding as previously appropriated by the council.
57

Ordinance 18827 was introduced on 10/8/2018 and passed by the Metropolitan King
County Council on 11/13/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Joseph McDermott, Chair

ATTEST:


Melani Pedroza, Clerk of the Council



RECEIVED
2018 NOV 20 PM 1:21
CLERK
KING COUNTY COUNCIL

APPROVED this 19 day of NOVEMBER 2018.


Dow Constantine, County Executive

Attachments: A. Amendment to the Conservation Futures Interlocal Cooperation Agreement, Revised
10/26/18, B. Proposed Funding Amendment Template

Attachment A 18827

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND _____
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

THIS AMENDMENT is entered into between the _____ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the ____ day of (Month), (Year), as previously amended.

The parties mutually desire to amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Amendment 1: Article VIII. Other Provisions

The text in Section 8.2 is deleted in its entirety and replaced with the following:

The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse funds approved by the County Council must be by written instrument signed by the parties. Other amendments also must be approved by the respective City and County Councils.

Amendment 2: Article VII. Responsibilities of County

The first two sentences of this article are deleted and replaced with the following:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy proceeds in the amounts and for the projects shown in Attachment A to this agreement and as well as in those amounts and for those projects shown in subsequent amendments to this agreement. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachment A and any subsequent amendments.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement, and shall become Amendment ____.

Attachment A 18827

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

Attachment B (proposed funding amendment template) - 18827

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF _____
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF _____ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the ____ day of (Month), (Year), as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy proceeds allocation for the _____ project, and hereafter reads:

- On _____, 20__, the King County Council passed Ordinance _____, which appropriated a total of _____ dollars (\$_____) in 20__ Conservation Futures Levy proceeds to the City of _____ for the _____ project. In accordance with Section 8.2, the executive or designee is authorized to execute this Amendment.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is amended to include the Exhibit __ attached to this Amendment, which lists a 20__ Conservation Futures Levy proceeds allocation for the _____ project.

Amendment 3: Exhibit__

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit __, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Attachment B (proposed funding amendment template) - 18827

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment__.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF _____

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

City Attorney

Attachment B (proposed funding amendment template) - 18827

EXHIBIT ____

**20__ CONSERVATION FUTURES LEVY PROCEEDS
CITY OF _____ ALLOCATION**

Jurisdiction	Project Name (Project Number)	Allocation
[Name]	[Project Name] ([Project Number])	\$
TOTAL		\$

Project Description:

Attachment #2: Amendment F Streamlining Changes

AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND KENMORE FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

THIS AMENDMENT is entered into between the CITY OF KENMORE and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 14th day of June, 2004, as previously amended.

The parties mutually desire to amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Amendment 1: Article VIII. Other Provisions

The text in Section 8.2 is deleted in its entirety and replaced with the following:

The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse funds approved by the County Council must be by written instrument signed by the parties. Other amendments also must be approved by the respective City and County Councils.

Amendment 2: Article VII. Responsibilities of County

The first two sentences of this article are deleted and replaced with the following:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy proceeds in the amounts and for the projects shown in Attachment A to this agreement and as well as in those amounts and for those projects shown in subsequent amendments to this agreement. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachment A and any subsequent amendments.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement, and shall become Amendment F.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

KENMORE

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

Subject/Topic: King County Metro Parking Permit Program Proposed Council Action/Motion: Direction on providing comments to King County Metro on the program prior to the 2/18/19 comment deadline.	For Council Meeting Agenda of: 1/28/19 Department: Community Development Prepared by: Debbie Bent, Community Development Director <u>Initial & Date</u> Approved by Department Head: <u>LB 1/14/19</u> Approved by City Attorney: _____ Approved by Finance Director: <u>Jms</u> Approved by City Manager: <u>RSE</u> Exhibits/Attachments: 1. Parking Permit Program and Public Rule Overview 2. Pricing, Enforcement and Requirements for Parking Permits
<u>INFORMATION/BACKGROUND:</u> Tristan Cook with King County Metro Transit will be attending the 1/28/19 Council meeting to provide background information on the permit parking program and answer questions. Staff is looking for Council direction on providing comments to Metro prior to the 2/18/19 comment deadline. In November 2018 Metro’s paid permit parking ordinance was adopted by the King County Council authorizing Metro to establish fees for parking through a public rule process. The ordinance was developed following extensive public outreach in early 2018, summarized on attachment #1. The public rule allows Metro to build on their existing carpool permit parking program to include paid permits for single occupant vehicles (SOV). The intent of the permit cost is to cover program costs, provide revenue for improvements, manage demand, and provide permits at reduced rates for Orca LIFT eligible customers. Metro is accepting comments on the proposed public rule that determines elements of the parking permit program including prices for paid single occupant vehicle permits, waitlists, ORCA LIFT targets, and enforcement for permit parking. The comment period is open for 45 days, starting January 4th through Monday, February 18th. Attached is the full proposed public rule and a document summarizing key elements of the public rule and a description of the planned timeline for implementing paid parking at Metro’s busiest park-and-rides including the Kenmore Park and Ride. The Kenmore Park and Ride located at 7346 NE Bothell Way, Kenmore has 603 parking stalls. The proposed single occupant vehicle (SOV) permit fee is \$90 per month and \$20 per month for ORCA Lift eligible customers. A \$0 per month is unchanged for high occupancy vehicles (carpools) permits. Up to 50% of stalls will be reserved for permit holders up to a certain time in the morning after which they will be open on a first come first served basis. 10% of permits will be prioritized for Orca Lift eligible customers.	
<u>If FISCAL CONSIDERATION:</u> None to City Budget	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> A Priority Based Budgeting (PBB) goal is to “ensures adequate, well-planned and accessible parking options for residents, businesses and visitors” to achieve the PBB result of “effective mobility and connected, reliable transportation systems”.	

**King County Metro Parking Program
Update to Public Rule for Paid Parking Permit Program**

1/4/19

Parking Permit Program and Public Rule Overview

Metro is expanding our parking program to include paid single occupant vehicle (SOV) parking permits at many of our most crowded park-and-rides. We're accepting public comment on the public rule that describes the pricing, enforcement of permit parking, and requirements for permit renewals. Please visit <http://www.kingcounty.gov/metro/parking> to read the full public rule document. Metro is accepting comments through Monday, February 18 at 4 p.m.

Metro's parking permit overview

Across the region, the busiest park and rides fill early in the morning. Travelers must arrive earlier and earlier to find a space, creating challenges for those who cannot arrive early due to work, family, or other constraints. It also leads to overcrowding on transit service early in the morning and underutilized transit service later in the morning.

Benefits of managing our parking

- Customer experience – increased certainty and flexibility
- Equity – spaces available later in the day for shift workers, others with non-traditional schedule
- Operational efficiency – spreads peak demand (both time and location)
- Fiscal responsibility – revenue to support operations and maintenance, and possibly additional access improvements

Program elements

- Metro is implementing paid monthly permits at the most crowded park-and-rides (at 90% or higher average occupancy)
- Up to 50% of stalls at each location will be reserved for permit holders
- Stalls will be reserved up to a certain time in the morning, after which they will be open first come first serve
- If permits sell out, a waiting list will form based on the order in which applications were received.
- ORCA LIFT eligible customers can purchase a permit at a reduced fee of \$20 per month.
- 10% of permits will be prioritized for ORCA LIFT customers
- Permit holders will receive a hang tag permit in the mail each month

Three-part pricing structure

- Carpool parking permits offered for free
- SOV driver parking permits offered based on local market parking prices and adjusted based on parking use, demand, and other factors.
- SOV parking permits offered to ORCA LIFT eligible transit customers at a reduced rate

**King County Metro Parking Program
Update to Public Rule for Paid Parking Permit Program**

1/4/19

Proposed Public Rule Overview

Permit fees:

- SOV permit fees are based on \$90 average market price for paid parking in King County; adjusted higher or lower based on:
 - Observed parking utilization
 - Location along transit corridor
 - Availability of very frequent transit service
 - Coordination with Sound Transit's permit parking program
- A flat ORCA LIFT permit fee set at \$20/month to recover administrative costs
- \$0/month for HOV permits (same as today)
- Prices may be adjusted higher or lower depending on demand

Park and Ride Facility	SOV Monthly Permit Fee	ORCA Lift Monthly Permit Fee
Northgate Transit Center	\$120	\$20
Aurora Village Transit Center	\$90	\$20
Bear Creek Park & Ride	\$90	\$20
Bothell Park & Ride	\$90	\$20
Kenmore Park & Ride	\$90	\$20
Redmond Park & Ride	\$90	\$20
South Kirkland Park & Ride	\$90	\$20
Tukwila Park & Ride	\$90	\$20
Issaquah Highlands Park & Ride	\$60	\$20
Shoreline Park & Ride	\$60	\$20

Waiting lists

- If permits sell out for a lot, a waiting list will form based on the order in which applications were received.

ORCA LIFT permit targets

- A target that 10% of permits are purchased by ORCA LIFT eligible customers
- Waiting lists would prioritize ORCA LIFT eligible customers until 10% target is met for that lot

Permit Parking Enforcement

- Citations for improper parking, invalid permit, on-time payment
 - First three violations receive a citation with \$20 fine
 - Fourth citation and beyond = \$20 fine + plus tow/impound.
 - \$25 late fee for unpaid citations
 - Fines and late fees must reach \$300 minimum before they can be sent to collections
 - Non-payment results in terminated permit; if there is a waitlist the permit holder has one opportunity per year to renew if their permit and not have to go to the end of the waitlist.

**King County Metro Parking Program
Update to Public Rule for Paid Parking Permit Program**

1/4/19

Existing Public Outreach and Planned Public Comment

The paid permit parking ordinance was developed based on feedback during extensive public outreach conducted in partnership with Sound Transit in early 2018. People were notified and feedback was collected in the following ways:

- 6,950 multilingual flyers distributed through street teams at 25 P&Rs in the region
- 3,600+ responses to online survey
- 97 people attended nine drop in sessions
- Multilingual online and print ads in ethnic media
- Social media and traditional media outreach
- Employee Transportation Coordinator outreach at 112 worksites

Key themes of public input that shaped the program design

- Costs cover program costs and provide revenue for improvements
- Program designed to manage demand and ensure availability of parking
- Low-income permits available at reduced price

Metro is gathering additional feedback during the public rule comment period through targeted ESJ engagement, and public and stakeholder outreach. Activities will include:

- Publish notification in Seattle Times
- Coordination with Council, jurisdictions, transit agencies and other relevant stakeholders
- Public hearing
- Targeted ESJ outreach (CBO focus groups)
- Coordinate with very-low income fares stakeholder outreach where possible
- Brief sub-area boards

How to comment

- Online comment form available Website: <http://www.kingcounty.gov/metro/permitparking>
- Metro Customer Information Office, 201 S. Jackson St., Jan 28-Feb 1, 8:30 a.m. to 4:30 p.m.
- By email to Daniel.rowe@kingcounty.gov
- By mail to Metro Transit: Attn: Daniel Rowe, KSC-TR-0411, 201 South Jackson Street, Seattle WA 98104

Pricing, Enforcement, and Requirements for Renewal of HOV and SOV Parking Permits

Document Code No.: FES-7-2-1-PR

Sponsoring Agency: King County Metro Transit

Effective Date: tbd

Type of Action: New

[Signed document](#) (PDF, 503KB)

Non payment

Waiting lists

I. Purpose

To implement the provisions of King County Code Section 4A.700.650 regarding establishment of user fees for Metro transit Park & Ride facilities, to implement the provisions of King County Code Section 28.96.010 regarding enforcement of permit parking restrictions on Metro Transit property, to provide a process to appeal permit parking violations and review Vanpool warnings, and to provide a process to review non-renewal of parking permits.

Applicability and Audience Metro transit department; Park & Ride lot users; Metro transit permit holders; contracted Park & Ride lot management firms; towing operators

II. Definitions

"Business days" means every day of the week except Saturday and Sunday and except for days on which fall the official holidays observed by the State of Washington.

"High Occupancy Vehicle," "HOV" or "carpool" means a vehicle with two or more individuals parking at a Park & Ride where the individuals continue their journey on public transportation.

"Park & Ride" means locations at which persons park their individual vehicles and transfer to a county vehicle or car/vanpool vehicles, including all improvements and landscaping (K.C.C. 28.92.110).

"Parking Enforcement Staff" means the individuals authorized to enforce Metro parking rules under K.C.C. 28.96.010.A, including but not limited to King County employees, employees of Republic Parking Northwest, or employees of such other firm as Metro Transit may contract with from time to time to manage certain aspects

of its Park & Ride facilities.

“Permit group” means all people associated with a HOV permit.

“Permit holder” or “Permittee” means a person holding a physical permit or virtual permit associated with a vehicle license plate number to park in Park & Ride facility stalls reserved for SOVs or HOVs.

“Single Occupancy Vehicle” or “SOV” means a vehicle with a single occupant (the driver) parking at a Park & Ride where the individual continue their journey on public transportation (bus transit, carpool, or vanpool).

“Vanpool” means a prearranged group of at least five individuals who share their commute in a public agency-sponsored van.

III. Policy

A. Setting and Adjusting Permit Fees; Waiting Lists

1. Setting and Adjusting Permit Fees. SOV permit fees will be established on a per lot basis depending on factors including local market prices for paid parking, parking utilization, location along transit corridor, availability of frequent transit service, and coordination with other public transit service providers that own and operate park and rides. Metro will sell parking permits to ORCA Lift eligible customers at a reduced rate. HOV parking permits will be provided free of charge.

2. Metro SOV Parking Permit Fees

<u>Park and Ride Facility</u>	<u>SOV Monthly Permit Fee</u>	<u>ORCA Lift Monthly Permit Fee</u>
Northgate Transit Center	\$120	\$20
Aurora Village Transit Center	\$90	\$20
Bear Creek Park & Ride	\$90	\$20
Bothell Park & Ride	\$90	\$20
Kenmore Park & Ride	\$90	\$20
Redmond Park & Ride	\$90	\$20
South Kirkland Park & Ride	\$90	\$20
Tukwila Park & Ride	\$90	\$20
Issaquah Highlands Park & Ride	\$60	\$20
Shoreline Park & Ride	\$60	\$20

2. Waiting Lists. Permits will be sold on a first come first serve basis. Where demand is higher than the number of permits available, the vendor tasked with administering the program will maintain a waiting list of customers seeking permits at each lot. Waiting lists will be kept with applicants names listed in chronological order based on when they submitted their permit application. If a permit becomes available the applicants will be notified of the opportunity to purchase a permit in the order in which they are on the waitlist.

During the first thirty days of permit sales 10% of permits at each lot will be reserved for customers who meet the eligibility requirements for ORCA Lift

customers to provide adequate time for those customers to verify their eligibility for ORCA Lift. After the first month, and in the case of a waiting list at a lot, priority will be given to verified ORCA Lift eligible customers for any permits that become available until the 10% ORCA Lift target has been met. If there are no ORCA Lift eligible customers on the waiting list, then the permits will be sold to customers on the waiting list who do not qualify for ORCA Lift.

B. Enforcement of Permit Parking Restrictions at Metro Park & Ride Facilities; Appeals Review Process; Towing and Impoundment of Vehicles Improperly Parked in Permit Areas

1. Regulatory Framework. King County Code Section 2.16.038 specifies that the Metro transit department is responsible to manage and maintain Metro transit facilities. King County Code Section 4A.700.650 grants Metro transit the authority to establish user fees for public use of vehicle parking stalls at park and ride lots and garages located on property owned, managed or leased by the Metro transit department. King County Code Chapter 28.96.010.A.7 specifies that operating, stopping, standing, or parking a vehicle in any roadway or location restricted for use only by transit vehicles or otherwise restricted is a civil infraction punishable by fine under RCW 7.80, unless a greater penalty or criminal sanction applies. King County Code Chapter 28.96.010.A.20 specifies that using transit property, including, but not limited to, park and ride lots or garages, without paying a fee or obtaining a permit if a fee or permit is required for the such of such property is a civil infraction punishable by fine under RCW 7.80, unless a greater penalty or criminal sanction applies. In RCW 46.55.010(14)(a)(iii), state law provides that vehicles left unattended in a publicly-owned or -controlled parking facility in violation of restrictions properly posted under RCW 46.55.070 may be towed immediately.

2. Citation or Towing of Vehicles Improperly Parked in Restricted Areas. In furtherance of its responsibility to manage customer facilities, Metro Transit has established restricted parking areas in its Park & Ride facilities, including but not limited to parking stalls reserved for Metro service vehicles, for disabled parking, for electric vehicles, and for permit parking. Parking rules are posted at each Park & Ride facility entrance and restricted stalls are clearly marked with signage, paint markings, or by other means. Parking in a restricted Park & Ride stall without a proper permit or other authorization is a violation of K.C.C. 28.96.010.A and is punishable by fine as a civil infraction under RCW Chapter 7.08 or by towing under RCW Chapter 46.55.

3. Enforcement of Permit Parking Restrictions—Citations and Fines Before Towing. The following rules will guide enforcement of posted permit parking restrictions at Metro Park & Ride facilities.

- a. If a vehicle is parked in a designated permit area during the restricted time period (1) without a valid physical permit or virtual permit associated with the vehicle's license plate, or (2) with an improperly displayed physical permit, or (3) with an invalid physical permit displayed, or (4) not properly parked within the marked parking stall, or (5) where fewer than two people are observed by Parking Enforcement

staff to have exited a car registered with a HOV permit, then that vehicle will initially receive a citation and fine that will be placed on the vehicle windshield. Three citations for any type of violation will result in towing and impound of the vehicle on a fourth instance of unauthorized parking in a permit parking area.

b. A current, valid physical permit should be displayed either (1) by hanging it right-side up on the interior rear-view mirror with the front of the permit facing out the windshield, or (2) by laying the permit face up on the driver's side dashboard with the bottom edge of the permit angled towards the driver's side front wheel. For cars permitted through a virtual permit, the vehicle license plate associated with the permit must be visible and legible from the outside of the vehicle.

c. Examples of improperly-displayed physical permits include, but are not limited to: Leaving it on a dashboard face down; hanging it from the mirror but covering it with something else; leaving it on a seat; or displaying it in such a way that Parking Enforcement Staff cannot verify its validity from outside of the car.

d. Examples of displaying an invalid permit include, but are not limited to: Displaying an expired permit; displaying a permit that is valid for parking at a facility other than the one in which the vehicle is located; or displaying a VAN permit (valid for transit agency issued VanShare or TripPool vehicles only) in a private vehicle.

e. Any given vehicle may receive no more than three citations for improperly parking in a restricted stall. The third citation will include notification that the next violation may result in a towing and impound. A fourth incident may result in towing and impound.

f. Parking Enforcement Staff will be equipped with handheld devices that allow for up to 4 photos per citation issued, and allow for a customized citation printout that includes a photo of the vehicle's license plate and specifies the nature of the infraction that led to the warning, applicable late fees, and information about the process to appeal the citation, including contact information. The equipment utilized may change over time as technology advances and enforcement needs evolve.

g. Parking violation fines may not exceed \$20. Fines not paid by the deadline identified on the citation are subject to a late fee not to exceed \$25. Per King County Code section 4A.700.650, Metro is authorized to use a collections process to recoup fines and fees reaching or exceeding \$300.

4. Appeals of Citations. If a vehicle owner wishes to contest a citation, then the owner shall follow the appeal process set forth in K.C.C. 23.20. This rule does not provide a different or additional process to appeal or contest a citation.

5. Towing Vehicles from Permit Areas and Other Areas; Contesting Tows Under State Law. Vehicles that have received three citations for improper parking in

a permit parking area may be towed upon a fourth instance of unauthorized parking in a permit parking area. Vehicles improperly parked in other Park & Ride facility areas in violation of posted Park & Ride facility rules may be towed immediately without any citation as provided under RCW chapter 46.55. The following procedure will apply:

- a. Before towing and impound, Parking Enforcement Staff will contact the Metro Service Quality supervisor designated for that facility to notify Metro of the incident and the intention to tow.
- b. If the Metro Service Quality supervisor authorizes the tow request, then Parking Enforcement Staff will request the vehicle be towed consistent with state law in RCW 46.55. Parking Enforcement Staff will utilize the tow vendor identified on the signage posted at the entrance to the Park & Ride facility where the offending vehicle is parked.
- c. If the vehicle owner contests the tow, the vehicle owner should follow the appeal process set forth in state law at RCW 46.55 and file for a tow court hearing at district or municipal court as provided by law. This rule does not provide a different or additional process to appeal or contest a vehicle tow or impoundment.
- d. If the court rules the tow was improper then under state law at RCW 46.55 the Parking Enforcement Staff that authorized the tow (typically, a contracted parking management firm; potentially King County Metro Transit) will be responsible to pay the cost of the towing fees and such other costs as are provided by law. This rule does not provide a different or additional remedy for an improper vehicle tow or impoundment other than those available under RCW chapter 46.55.

C. Requirements for Renewal of Parking Permits; Parking Permit Termination Review Process

1. Renewals of Permits.

- a. Transit Use: Permits are renewed by Parking Enforcement Staff on a monthly basis. A permit will be renewed if the SOV permit holder or if every member of the permit group is documented to have used the form of public transportation (bus transit, carpool, or vanpool) associated with the permit an average of 3 days per week, measured on a monthly interval as 12+ days in the preceding month, and maintains a registered and paid vanpool account, if applicable. The transit use is checked during the morning enforcement hours. If a SOV permit holder or permit group fails to meet these requirements, then Parking Enforcement Staff will notify the permit holder or permit group via email that their monthly permit will be terminated. If a permit holder or member(s) of a permit group wishes to challenge this decision he or she may do so in writing via email or mail. The permit will not be renewed and parking privileges will not be available to permit holder or permit group unless and until the challenge is granted. A permit holder or permit group whose permit has been terminated and not renewed may always submit a request for a new permit. This rule does not address the initial issuance of new permits.
- b. Payment: SOV permits will be issued on a monthly basis to customers after payment is received by the vendor administering the program on behalf of

Metro. All active accounts must be paid by the deadline set by the vendor. The vendor will provide one reminder by email if payment is not received by the established deadline. If payment is not received by the final deadline the vendor may close the account. Closed accounts may reapply for the permit program to be considered for reinstatement. For lots where there is a waiting list, permit holders will be provided with one instance where their permit will be held for up to four weeks during which time the permit holder can pay for their permit plus a \$25 late fee and reactivate their account. Parking privileges will not be available to permit holders until the permit and late fee has been paid. Deadlines for payment will be established by the vendor as needed to allow a reasonable amount of time for processing, permit issuance, and related administrative tasks. The vendor shall communicate the deadlines on their webpage and notify permit holders in writing by mail or email at least one month in advance of any changes.

2. Review of Permit Termination. This section outlines the reasons and procedures to renew a terminated permit. A terminated permit will not be renewed for any reason other than those set forth in this Section III.C.2. A permit holder or permit group whose permit has been terminated and cannot be renewed may always apply for a new permit.

a. Absence. Permittees are allowed two months each calendar year in which one or more ORCA cards or carpool logs may fall below the required ridership threshold. If a permittee is challenging termination on the grounds that a SOV permit holder or one or more members of the permit group was absent due to vacation or medical reasons during the noncompliance period for which the permit was terminated, then the following process will apply:

I. The permittee(s) must email or mail the Parking Enforcement Staff a letter including names and ORCA numbers, VanPool ID, or RideshareOnline.com account names associated with the permit, and the dates of absence that resulted in insufficient ridership. The letter should be sent to the address identified in the letter or email by which the Parking Enforcement Staff initially notified the permit holder or permit group that their permit was terminated.

II. The Parking Enforcement Staff will create a record associated with the permit holder or permit group indicating that it has used one of the two allowable months in the calendar year when ridership can dip below required levels as a result of absence (each, an "Absence Exception").

III. The Parking Enforcement Staff will renew the permit up to two times per calendar year following an Absence Exception. If the permit holder or permit group has used both of the Absence Exceptions for a given calendar year then the permit will not be renewed.

b. New ORCA numbers. Permittees are allowed two instances per calendar year in which they dip below the required ridership threshold as a result of not updating the ORCA numbers associated with their permit to reflect newly-issued ORCA numbers. A permit group is entitled to two

instances per year per group. If a permittee is challenging termination on the grounds that a SOV permit holder or one or more members of the permit group received a new ORCA number during the noncompliance period for which the permit was terminated, then the following process will apply:

- I. The permittee(s) must email or mail the Parking Enforcement Staff a letter including names, the old ORCA numbers and any updated ORCA numbers associated with the permit. The letter should be sent to the address identified in the letter or email by which the Parking Enforcement Staff initially notified the permit holder or permit group that their permit was terminated.
- II. The Parking Enforcement Staff will create a record associated with this permit holder or permit group indicating that it has used a month in the calendar year when ridership can dip below required levels as a result of failure to update ORCA information (the "ORCA Update Exception").
- III. The Parking Enforcement Staff will renew the permit to two times per calendar year following an ORCA Update Exception. If the permit holder or permit group has used its two ORCA Update Exceptions for a given calendar year then the permit will not be renewed.

c. ORCA Equipment Failure or Data Error. King County recognizes that a broken ORCA tapper or other ORCA equipment failure could lead to under-reporting of ridership, or that an ORCA record might not properly reflect actual ridership or instances in which the ORCA card was used (each, an "ORCA System Failure"). Using the process outlined below, permittees may renew a terminated permit due to an ORCA System Failure. If a permittee is challenging termination on the grounds that there was an ORCA System Failure during the period when the permit was terminated, then the following process will apply:

- I. The permittee(s) must email or mail the Parking Enforcement Staff a letter including name(s) and ORCA number(s) associated with the permit, and asserting that the SOV permit holder or all members of permit group did meet the ridership threshold. The letter should be sent to the address identified in the letter or email by which the Parking Enforcement Staff initially notified the permit holder or permit group that their permit was terminated.
- II. If the Parking Enforcement Staff confirms the ORCA System Failure or failures, then the Parking Enforcement Staff will create a record associated with this permit and the Parking Enforcement Staff will renew the permit. If the Parking Enforcement Staff do not confirm the ORCA System Failure, then the Parking Enforcement Staff will not renew the permit.
- III. If a permit holder or permit group experiences repeated problems with an ORCA card or permit number, the permit holder or a member of the permit group should contact Metro Transit

Customer Service by calling (206) 553-3000, or in person at Metro's Customer Information Office located at 201 S. Jackson St., and refer the ORCA number for manual verification.

d. Failure to Properly Maintain Vanpool Account. Permittees are allowed one instance per calendar year in which they may renew a permit that was terminated for lack of a registered and paid vanpool account with a transit agency (each an "Vanpool Account Maintenance Failure"). A permit group is entitled to one instances per year per group. If a SOV permit holder or permit group is challenging termination on the grounds that an otherwise-valid permit was terminated due to a Vanpool Account Maintenance Failure, and that they are currently a registered and paid member in a vanpool, then the following process will apply:

I. Permittee(s) must email or mail Parking Enforcement Staff a letter including name, vanpool account name, and vanpool Group ID number associated with the permit, and asserting that the permit holder or member of a permit group is in good standing with a registered and paid vanpool account with the relevant transit agency. The letter should be sent to the address identified in the letter or email by which the Parking Enforcement Staff initially notified the permit holder or permit group that their permit was terminated.

II. If the Parking Enforcement Staff verifies that there is a valid, registered and paid vanpool account with the relevant transit agency, then the Parking Enforcement staff will create a record associated with the permit holder or permit group indicating that it has used its Vanpool Account Maintenance Failure exception for the calendar year, and renew the permit. If the Parking Enforcement Staff cannot verify that there is valid, registered and paid vanpool account with the relevant transit agency, or if the permit holder or permit group has used its Vanpool Account Maintenance Failure exception for the calendar year, then the Parking Enforcement Staff will not renew the permit.

III. If a permit holder or permit group experiences repeated difficulties with its vanpool account registration or payment status, then the permit holder or a member of the permit group should contact the relevant transit agency that sponsors the vanpool group.

D. Procedures Applicable to Transit Agency-operated Vans

1. Permits for qualifying transit agency-operated van groups ("Transit Agency Vans") will be issued directly from the Parking Enforcement Staff to the operator agency (i.e. King County Metro, Pierce Transit, etc.).

2. A Transit Agency Van may be issued a warning notice for parking (1) without a valid permit, or (2) with an improperly displayed permit, or (3) with an invalid permit displayed, or (4), not properly parked within the marked parking stall. The Parking Enforcement Staff will leave a copy of the warning notice on

the vehicle. The warning document will include up to 4 photos documenting the nature of the infraction that led to the warning, and a photo of the vehicle's license plate. Within three business days of the date on the notice Parking Enforcement Staff will also send notification of the warning (with supporting information) to the operator agency and to Metro.

3. A van group participant can contest a warning by contacting the Parking Enforcement Staff by email or mail with any relevant information or documentation. If a warning notice is overturned then the Parking Enforcement Staff will update the vehicle parking record and notify the van group participant, the relevant transit agency, and Metro. If the warning notice is not overturned then the Parking Enforcement Staff will so notify the van group participant, the relevant transit agency, and Metro.

4. The Parking Enforcement Staff will not issue tow requests for Transit Agency Vans improperly parked in permit parking areas. Instead Metro will seek to resolve such violations and avoid further infractions through other action in cooperation with the relevant transit agency. However, Transit Agency Vans improperly parked in other Park & Ride areas in violation of posted Park & Ride facility rules (e.g. fire lane, drive lane, disabled parking stall, etc.) or otherwise in violation of K.C.C. 28.96.010.A may be towed consistent with that section and RCW chapter 46.55.

5. A warning notice issued by Parking Enforcement Staff under this section III.D is not a citation under RCW 7.80 and does not impose a fine or require payment of a fee. A warning notice merely documents an incident of improper parking in a permit stall.

IV. Implementation Plan

A. This public rule is effective thirty days after filing with King County Archives, Records Management and Mail Services (ARMMS). The Metro transit department is responsible for the implementation of this rule.

V. Maintenance

A. This rule will be maintained by the Metro transit department, or its successor agency.

VI. Consequences for Noncompliance

A. Written citations, written warnings, towing, or revocation of parking permit as described in Section III above.

Appendices: None



Business of the City Council City of Kenmore, WA

Subject/Topic: 2019 Annual Docket for the Planning Commission

For Council Meeting Agenda of: 1/28/19

Department: Community Development

Prepared by: Debbie Bent, Director

Initial & Date

Approved by Department Head: DB 1/14/19

Approved by City Attorney: NIA

Approved by Finance Director: ✓

Approved by City Manager: AK

Proposed Council Action/Motion: Council authorization of the Planning Commission's 2019 docket.

Exhibits/Attachments:

- 1: Staff Analysis and Recommendations for the 2019 Docket
- 2: Draft Docket/Work Program Prioritization List

At the January 28, 2019 City Council meeting, staff will review the proposed 2019 annual Planning Commission docket for Council action. Staff recommends that Council assign four projects to the Planning Commission:

- Critical area rules and Shoreline Master Program (SMP) update: Finalize recommendations to the City Council
- Parks, Recreation and Open Space (PROS) Plan
- Housing Strategy Plan: Accessory dwelling units (ADUs)
- Economic Development Strategy: Consider incentives to office development.

The Planning Commission has been working since last summer on amendments to the critical area regulations and SMP. The City is required by State law to update the SMP by June 30, 2019 and the critical area and floodplain rules updates are closely tied to that update. We expect the Planning Commission recommendations to be finalized in February or March for transmittal to the City Council.

See Attachment 1 for an analysis of all of the recommended projects against the docket criteria.

INFORMATION/BACKGROUND:

The annual docket review process, outlined in Chapter 19.20 of the KMC, determines which amendments to the City's Comprehensive Plan and related development regulations will be forwarded to the Planning Commission for their review and recommendation during the year. Private applicants have the opportunity to submit requests for amendments during an open docket application period, which, for 2019, occurred in November of 2018. The City received no private requests for docket amendments during this period.

A number of projects have been identified by staff, the City Manager, the Planning Commission, the City Council, and others as work program or potential docket items. Attachment 2 to this memo outlines all of these pending proposals and assigns potential years of consideration: either 2019 or 2020 and beyond (2020+).

Threshold criteria for inclusion on the annual docket are established in KMC 19.20.080. The criteria are:

1. The City has the resources, including staff and budget, necessary to review the proposal; and
2. It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made; and
3. The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or
4. All of the following:
 - a. The proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan; and

- b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.

KMC 19.20.060.D.3 states that the City Council's options for each docket proposal are as follows:

- Accept application for review by the planning commission in the current amendment cycle;
- Recommend delay of the amendment to the next amendment cycle; or
- Denial of the amendment request based upon criteria set for in KMC 19.20.080 or other findings of fact.

Once the City Council sets the 2019 annual docket work program, the Planning Commission would spend the year reviewing and discussing the proposed docket amendments before making their recommendations to the City Council.

FISCAL CONSIDERATION: \$200,000 was included in the 2018 budget for consulting services for the critical area regulations and Shoreline Master Program updates. Approximately \$50,000 of this amount has been carried over in the 2019 budget to finish the project. The PROS Plan budget is \$50,000.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: City Council Goal 5: "To update and continue to implement the Economic Development Plan..." City Council Goal 6: "To continue to implement a Parks Improvement Plan." City Council Goal 7: "To increase the affordable housing stock." City Council Goal 8: "To protect and enhance the water, air and forest environment."

ATTACHMENT 1

Staff Recommendations for 2019 Docket

	2019 Docket Item	Source	Recommendation	Analysis
1.	Critical area rules and Shoreline Master Program (SMP) update, including updated floodplain regulations	State mandate: due date is June 30, 2019	Add completion to 2019 docket	Meets docket criteria: • <i>The City has the resources, including staff and budget, necessary to review the proposal.</i> Staff is prepared to handle this project along with the remaining \$50,000 consultant budget for technical assistance. • <i>It has been more than two years since the proposed amendment was considered.</i> An overall update of the critical area rules occurred in 2006. Additional updates, in coordination with the last SMP update, were undertaken in 2012. It has been more than two years since amendments were considered. • <i>This proposal has strong potential to serve the public interest.</i> It would serve the public interest to update critical area rules and SMP using best available science to ensure protection of these areas in Kenmore. • <i>The public interest would be served by considering the proposal in the current year.</i> This project must be completed by June 30, 2019 for submittal to the State.
2.	Parks, Recreation and Open Space (PROS) Plan	City-initiated	Add to 2019 docket	Meets docket criteria: • <i>The City has the resources, including staff and budget, necessary to review the proposal.</i> Staff currently is working on this project. \$50,000 has been budgeted in 2019 for consultant assistance. • <i>It has been more than two years since the proposed amendment was considered.</i> The last PROS Plan was completed in 2013. • <i>This proposal has strong potential to serve the public interest.</i> Park planning meets City Council Goal 6, "To continue to implement a Parks Improvement Plan." • <i>The public interest would be served by considering the proposal in the current year.</i> A current PROS Plan is a requirement for State grant funding and the Plan is considered "updated" for 6 years from the date of adoption. To remain eligible for the 2020 grant cycle, the PROS Plan must be updated in 2019.

ATTACHMENT 1

3.	Housing Strategy Plan: Accessory dwelling units (ADUs)	City-initiated (Housing Strategy Plan)	Add to 2019 docket	Meets docket criteria: • <i>The City has the resources, including staff and budget, necessary to review the proposal.</i> Staff is prepared to handle this project with assistance from ARCH. • <i>It has been more than two years since the proposed amendment was considered.</i> The City last considered amendments to the ADU regulations more than 10 years ago. • <i>This proposal has strong potential to serve the public interest.</i> Considering amendments to the City's ADU regulations is a Tier 1 strategy from the Housing Strategy Plan. • <i>The public interest would be served by considering the proposal in the current year.</i> An ARCH working group has been developing ADU "best practices" over the past several months and staff anticipates that the City will be able to incorporate this recent effort.
4.	Economic Development Strategy: Office development incentives	City-initiated (Economic Development Strategy)	Add to 2019 docket	Meets docket criteria: • <i>The City has the resources, including staff and budget, necessary to review the proposal.</i> Staff is prepared to handle this project following recommendations from a consultant (SkipStone) hired to consider this issue. • <i>It has been more than two years since the proposed amendment was considered.</i> While individual commercial zoning districts have been reviewed over the past several years, the issue of specific incentives to office development has not. • <i>This proposal has strong potential to serve the public interest.</i> Increasing office development in Kenmore is an important goal of the Economic Development Strategy, City Council Goal 5. • <i>The public interest would be served by considering the proposal in the current year.</i> This project would build on work already underway by a consultant hired by the City Manager's office. The goal would be to implement land use recommendations related to office development as recommended by the consultant.

ATTACHMENT 2

2019 DOCKET/WORK PROGRAM PRIORITIZATION

The “docket” is the Planning Commission’s annual work program. Zoning Code Section 19.20.080 provides threshold review criteria for selecting projects to be placed on the docket. Criteria include how long it has been since the issue was last considered (more than two years unless there’s a compelling reason for taking something up again), correction of inconsistencies or clarifications, and serving the public interest.

Another criterion is availability of city resources—whether staffing levels and budget allow review of the proposal. Potential docket items are selected and prioritized using the following assumptions:

1. Community Development (CD) staff time and Planning Commission meeting schedules allow for one major amendment project per year. Two to three additional, smaller amendments also are possible in CD in any given year. Other departments may be able to take on additional amendments.
2. It is more efficient to group smaller amendments into a cohesive package of multiple related amendments. Less time is spent in meetings and hearings with this approach.
3. The Planning Commission must provide a recommendation on Comprehensive Plan amendments, but they also are very useful in developing recommendations for projects that need intensive study, public meetings, or a more in-depth review.

The attached prioritization chart identifies possible work program items recommended by the staff, the City Manager, the Planning Commission, the City Council, or other entities. Some items would be part of the Planning Commission docket. Other items would be presented directly to the City Council. Amendments are grouped by general topic. The proposed year of consideration and lead department are shown. A more complete description of each project follows the chart.

The major 2019 Planning Commission docket item recommended by CD staff is the Parks, Recreation and Open Space (PROS) Plan. Staff also is recommending a review of incentives for office development (Action 3.B2 from the Economic Development Strategy), as well as a review of the City’s ADU regulations. During the first quarter of 2019, the Planning Commission is scheduled to finish their review of the critical area and shoreline regulations update.

The City Council may directly review projects that are consistent with the Comprehensive Plan. Work program items from several departments targeted for direct City Council review in 2019 are identified on the following page.

ATTACHMENT 2

Recommended 2019 Planning Commission Docket

The recommended 2019 Planning Commission docket is as follows (the number assigned to each project corresponds to its number in the prioritization chart):

- 22-24. Finish recommendations on critical area, shoreline and floodplain regulations
- 12.B Housing Strategy Plan: Review current code provisions and permitting process for ADUs
- 20. Parks, Recreation and Open Space (PROS) Plan
- 28.A Economic Development Strategy: Incentives for office development
- 36. CIP/CFP amendments, if necessary

Recommended 2019 Amendments to go to City Council

Amendments proposed to go to the City Council as part of the work program are as follows (listed by lead department):

- Community Development:** 22-24. Review of final critical area, shoreline and floodplain regulations
 - 12.A Review of final zoning changes related to preservation of the City's mobile home parks
 - 13. Notification of rent increase
 - 21. Park impact fee study
 - 34. Consideration of school impact fee adjustments
- Development Services:** 35.A Continue review of multifamily tax exemption (MFTE) in the TOD District
 - 25. Tree cutting penalties (align Titles 15 and 18)
 - 31. Commercial change-of-use standards related to impact fees
 - 37. 2018 Building Code adoption
- Engineering & Environmental Services:** 11. Revise street standards
- City Manager's Office:** 3. Heavy manufacturing amortization (CalPortland agreement)
 - 32. Historic preservation code update

ATTACHMENT 2

Prioritization Chart

TBD = still to be determined

EES = Engineering & Environmental Services

CM = City Manager's Office

CD = Community Development

DS = Development Services

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
LAND USE							
1. Downtown uses	EDS*	Yes, if policy needed	Yes	Medium	Yes	CD	2020+
2. Revisit marijuana researcher locations (Bastyr)	Staff	No	No	Small	No	CD	2020+
3. Heavy manufacturing amortization	Staff	No	No	Medium	No	CM	2018/2019
4. Review of non-conformance standards (heavy manufacturing)	Staff	No	No	Medium	Yes	DS	2019
5. Expansion of the TOD District	Staff, EDS	No	Yes	Medium	Yes	CD	2020+
TRANSPORTATION/TRANSIT							
6. Parking standards	Staff	Maybe	Yes	Large	No	TBD	2020+
7. CTR ordinance	State	No	Yes	Medium	Yes	CD	2020+
8. Airport Plan	State	Yes	Yes	Large	No	CD	2020+
9. Transportation Element update	State	Yes	Yes	Large	Yes	CD/EES	2021

ATTACHMENT 2

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
10. Transportation impact fee study	State	No	No	Medium	Yes	CD/EES	2021
11. Revise street standards	Staff	No	?	Medium	No	EES	2019
HOUSING							
12. Housing Strategy Plan: A. Finish mobile home park regulations B. Review ADU standards	Comp Plan	No	Yes	Medium	Yes	CD	2018/ 2019 2019
13. Rent increase notification	Council	No	No	Small	No	CD	2019
SIGNS							
14. Banner program	Staff	No	No	Small	Yes	DS	2020+
15. Reed v. Town of Gilbert review (sign content)	Court	No	No	Medium	No	DS	2020+
SUSTAINABILITY							
16. Electric vehicle parking incentive	PC	No	Yes	Small	Yes	CD	2020+
17. Landscaping "Green factor"	PC	Maybe	Yes	Large	Yes	CD	2020+
18. Standards for alternative energy facilities	Comp Plan	No	Yes	Medium	Yes	CD	2020+
19. Recycling of building materials	Staff	No	No	Small	Yes	DS	2020+

ATTACHMENT 2

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
PARKS							
20. PROS Plan update	State	Yes	Yes	Medium	Yes	CD	2019
21. Park impact fee study	Staff	No	No	Medium	Yes	CD	2019
CRITICAL AREAS							
22. Rewrite/consolidate floodplain rules	Staff	No	No	Medium	Yes	CD	2018/2019
23. Critical area rules update	Staff/State	Yes	Yes	Large	Yes	CD	2018/2019
24. Shoreline Master Program update	State	Yes	Yes	Large	Yes	CD	2018/2019
TREES							
25. Tree cutting penalties (align Titles 15 and 18)	Staff	No	No	Small	Yes	DS	2019
26. Protection for heritage trees	Staff	No	Yes	Medium	Yes	CD	2020+
27. Identify tree varieties appropriate under powerlines	Staff	No	No	Medium	Yes	TBD	2020+
ECONOMIC DEVELOPMENT							
28. Economic Development Strategy:	EDS	No	Yes	Medium	Yes	CD/CM	
A. Incentives for office development							2019
B. Address additional priorities							2020+

ATTACHMENT 2

Item	Source	Need PC Review?	Recommend PC Review?	Amend-ment scope	Could it be grouped?	Lead Department	Year?
MISCELLANEOUS							
29. Coordinate setbacks/landscaping in commercial zones	Staff	No	No	Small	Yes	CD	2020+
30. Review change-of-use standards	Staff	No	No	Small	Yes	TBD	2020+
31. Commercial change-of-use standards related to impact fees	Staff	No	No	Small	No	DS	2019
32. Historic preservation code update	Staff	No	No	Medium	No	CM	2019
33. Address franchise requirements	Staff	No	No	Large	No	TBD	2020+
34. School impact fee adjustments	School District	No	No	Small	Yes	CD	2019?
35. Expand Multifamily Tax Exemption (MFTE) in downtown area(s): A. TOD	Staff	No	No	Medium	No	TBD DS	2020+ 2018/ 2019
36. CIP/CFP amendments	Staff	Yes	Yes	Small	Yes	CD	2019?
37. Building Code adoption	Staff	No	No	Large	No	DS	2019

*Economic Development Strategy

ATTACHMENT 2

Explanation of Prioritization Chart Items

Following are more complete descriptions of each item in the docket prioritization chart:

LAND USE

1. Downtown uses. This project would review permitted land uses in the downtown, considering the possibility, for example, of allowing clean light manufacturing.
2. Revisit marijuana researcher locations (Bastyr). State law has added a new class of marijuana business—a marijuana researcher—to the list of possible marijuana licensees. Bastyr may be interested in the future in becoming a marijuana researcher and the university has asked that we add this consideration to the list of possible future code amendments.
3. Heavy manufacturing amortization. This project would review the feasibility of amortizing existing heavy manufacturing uses, potentially through property-owner agreements.
4. Heavy manufacturing prevention, including review of non-conformance standards. This project would consider techniques to limit future heavy manufacturing on nonconforming sites, including tightening the nonconformance rules. (Currently, nonconforming uses may be expanded through the conditional use permit process.)
5. Expansion of the Transit-Oriented Development (TOD) District. The City's TOD was established in 2015. In preparation for Bus Rapid Transit (BRT) in Kenmore, expansion of the TOD District would be considered.

TRANSPORTATION/TRANSIT

6. Parking standards. This project would assess existing parking standards to determine whether parking requirements could be reduced. (Currently, an applicant may reduce parking requirements if documented through a parking demand analysis.)
7. CTR ordinance. State law requires that cities have a commute trip reduction (CTR) ordinance applicable to businesses which have more than 100 full-time employees. State CTR funds are not available to jurisdictions without an ordinance. Kenmore's largest employer, Bastyr University, already has its own CTR plan, required through the Bastyr University Master Plan.

ATTACHMENT 2

8. Airport Plan. State law requires that cities with airports have an Airport Plan in place to protect continued operation of the airport. Kenmore has incorporated information and a number of policies into its Comprehensive Plan related to Kenmore Air that would be addressed through SEPA review for new development proposals, however, a formal airport plan has not been developed.

9. Transportation Element update. The Transportation Element was updated in 2014 as part of the 2015 Comprehensive Plan update. In preparation for the 2023 Comprehensive Plan update, the Transportation Element will need review.

10. Transportation impact fee study. Transportation impact fees would be reviewed in conjunction with the Transportation Element update.

11. Revise street standards. A list of possible amendments to the City's street standards is maintained by EES. This project also would include review of potential new regulations related to transit stops and stations.

HOUSING

12. Housing Strategy Plan follow-up. This project includes review of priority items from the Housing Strategy Plan. In 2019, the City Council will finish work on mobile home park zoning regulations (12.A). In 2019+, an additional priority item from the Housing Strategy Plan would be addressed and review of the City's existing ADU regulations is recommended (12.B). The ADU work would dovetail with an interjurisdictional effort supported by ARCH to identify best practices to encourage ADU development.

13. Rent increase notification. The City Council has expressed interest in lengthening the notice period to tenants for future rent increases.

SIGNS

14. Banner program. This project would allow some banners, of limited type and term, in Kenmore.

15. Reed v. Town of Gilbert review (sign content). This court decision mandates that signs be regulated by type and size and not by content. In other words, if a type and size of sign is regulated, the sign message cannot be regulated. Although requirements of this ruling are being supported administratively, code amendments are needed.

ATTACHMENT 2

SUSTAINABILITY

16. Electric vehicle parking incentive. This code amendment would use special electric vehicle parking requirements to encourage use of electric vehicles.

17. Landscaping "Green factor." Green factor is a City of Seattle scoring system for landscapes to help increase the quantity and improve the quality of urban landscaping. The Planning Commission recommended that the City review this approach.

18. Standards for alternative energy facilities. This project would consider code amendments for solar and wind facilities, along with other alternative energy facilities.

19. Recycling of building materials. This code amendment would make recycling of some building materials mandatory. Although action on this project started in 2019, the uncertain market for recyclables necessitates a delay.

PARKS

20. PROS Plan update. The Parks, Recreation and Open Space (PROS) Plan was updated in 2013. To continue eligibility for RCO funding, the Plan must be reviewed/revised every six years.

21. Park impact fee study. Although the City has reviewed and updated transportation and school impact fees, park impact fees have not been addressed since their initial adoption.

CRITICAL AREAS

22. Rewrite/consolidate floodplain rules. The Municipal Code contains two independent code sections addressing development in floodplains. As part of the critical areas and Shoreline Master Program revisions, these floodplain sections should be updated and consolidated. This project was started in 2018 and will carry over into 2019.

23. Critical area rules update. These rules were developed in 2006 and slightly adjusted with the Shoreline Master Program update in 2012. As part of the mandated Shoreline Master Program update, the critical areas rules should be revisited. This project was started in 2018 and will carry over into 2019.

ATTACHMENT 2

24. Shoreline Master Program update. The City adopted its Shoreline Master Program in 2012. The State requires that it be reviewed/revised by June 2019. This project was started in 2018 and will carry over into 2019.

TREES

25. Tree cutting penalties. Current tree cutting penalty code sections need adjustment.

26. Protection for heritage trees. Some other jurisdictions, notably Lake Forest Park, have code amendments in place to protect “exceptional” trees—both on development sites and on single-family residential properties.

27. Identify tree varieties appropriate under powerlines. When inappropriate trees are planted under powerlines, it may increase the likelihood of power outages and/or require more tree maintenance activities by PSE.

ECONOMIC DEVELOPMENT

28. Economic Development Strategy follow-up. This project includes review of priority items from the Economic Development Strategy that was adopted in 2018. In 2019, staff recommends a review of incentives for office development (28.A). The office incentive work would dovetail with consultant efforts being managed through the City Manager’s office.

MISCELLANEOUS

29. Coordinate setbacks/landscaping in commercial zones. Setback and landscaping requirements conflict in some commercial zones. These amendments would resolve these conflicts.

30. Review change-of-use standards. When a business changes from one type of use to another, the Zoning Code process for review is unclear. The Building Code has change of use standards. Standards in the Zoning Code need adjustment to clarify the required permit process.

31. Commercial change-of-use standards related to impact fees. This project would clarify the relationship between commercial change of use and payment of impact fees.

32. Historic preservation code update. This code has not been updated for several years and adjustments are needed. In particular, a code amendment to provide more flexibility for change of use of historic properties could be considered.

ATTACHMENT 2

33. Address franchise requirements. As a result of numerous recent franchise requests, it may be appropriate to consider a separate Municipal Code chapter outlining the franchise process and requirements.
34. School impact fees adjustment, if desired. The Northshore School District has requested that the City consider revising school impact fees based on the District's updated Capital Facilities Plan.
35. Expand the Multifamily Tax Exemption (MFTE). The MFTE can be used in parts of the downtown, but is not available in other areas of the City. The City may wish to expand the MFTE to other parts of the City's downtown, including Lakepointe. Consideration of MFTE in the TOD District began in 2018 (35.A) and will continue into 2019.
36. CIP/CFP amendments, if necessary. Amending the CIP to add or remove significant capital projects requires Planning Commission consideration of Comprehensive Plan amendments.
37. Building Code adoption. Every three years the State Building Code Council revises the Building Code. The City must review, amend and adopt a revised code consistent with State requirements.



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

Subject/Topic: 68th Avenue NE Property Impact Discussion

Proposed Council Action/Motion:

Authorize staff to proceed with Design Option 2 for driveway transitions at 19233, 19401, 19409 68th Avenue NE.

For Council Meeting Agenda of: January 28, 2019

Department: Public Works

Prepared by: Kent Vaughan

To Be Presented By: Kent Vaughan, John Vicente

	<u>Initial & Date</u>
Approved by Department Head:	D 1/16/19
Approved by City Attorney:	N/A
Approved by Finance Director: ✓	mg
Approved by City Manager:	pvt

Exhibits/Attachments:

Exhibit A – Proposed 68th Avenue NE Roadway Section (North of NE 190th Street)

Exhibit B - Property Owner SEPA Comment Letter and City Response

Exhibit C – Driveway Photos

Exhibit D – Design Option 1

Exhibit E – Design Option 2

Exhibit F – Design Option 3

Exhibit G – Design Option 4

INFORMATION/BACKGROUND:

Project Status: The 68th Avenue NE design is 60% complete. The 90% design submittal is scheduled for February 2019. The 100% design / ad ready plans are scheduled for completion in the fall of 2019. Construction is planned for 2020-21. Staff and design consultant KPFF are in the process of developing driveway exhibits for all driveways abutting the corridor that require adjustments. These exhibits are prepared in advance of meeting with each property owner to secure signed site improvement permits to perform the driveway work on private property.

Public Outreach: In 2015-16, the City's Imagine Kenmore / Walkways & Waterways bond measure initiative proposed sidewalk and buffered bike lanes along 68th Avenue NE. The bond initiative involved extensive citywide public outreach including citywide mailers, newsletter articles, open houses and statistically valid phone surveys. The bond measure, which included 68th Avenue NE sidewalk and bike lanes, passed with 64% approval of Kenmore residents in November 2016. The following additional public noticing and outreach were performed:

- Staff presented the preliminary design for 68th Avenue NE to Council in November 2017.
- An open house was held in January 2018 to solicit public input on the preliminary (30%) design layout with the reduced roadway section, which was well attended. Open house notices were sent to all Kenmore residents.

- Staff applied for SEPA in July 2018. SEPA notices were sent to 645 residents within 1,000 feet of the project limits.

Past Council Actions: In November 2017, staff received approval from Council to reduce the planned width of the 68th Avenue NE roadway section north of NE 190th Street by 9 feet (from 45.5 feet to 36.5 feet). The roadway section was reduced by:

- Eliminating the landscaped amenity zone between the sidewalk and bike lane (4 feet);
- Eliminating the 2-foot buffers between the bike lanes and traveled lanes (4 feet) and;
- Reducing the lane widths from 10.5 feet to 10 feet (1 foot).

The revised roadway section was developed to reduce impacts to steep driveways, stream buffers and trees. The approved roadway section north of NE 190th Street consists of a 6.5-foot wide sidewalk, two 5-foot bike lanes and two 10-foot traveled lanes (see Exhibit A).

Property Impacts: Due to the road widening necessary to build the project, driveways will require regrading to match into the proposed improvements. Property owners located at 19401 68th Avenue NE and 19409 68th Avenue NE have expressed concerns early in the project development that the planned 68th Avenue NE improvements will (a) make their driveways steeper and as a result less functional and (b) the existing paved pull off area used for parking vehicles in City right-of-way will be removed with the project. Staff responded to a public comment on the SEPA application from the property owner located at 19401 68th Avenue NE (Exhibit B). The existing driveways at the above addresses are located on the west side of the roadway and are steep, ranging from 24 – 30% slope. Photos of the existing driveways are shown in Exhibit C.

Staff discussed the property owner's concerns at the open house meeting in January 2018 while presenting the 30% design to the public. On October 15, 2018, staff met with property owners at their residence to continue discussions. At the field meeting, the property owners requested that the proposed improvements be eliminated along their 68th Avenue NE frontages (approximately 156 feet). Staff conveyed that any changes to the project scope would require Council authorization as this project is funded by the Walkways & Waterways Bond Measure approved by Kenmore residents in November 2016. Staff agreed to investigate additional design options to further mitigate the property impacts and bring those options forward for Council consideration.

Below are the proposed options developed by the project team (see Exhibits D - G for visual depictions):

Design Option 1: Regrade the driveways to maintain 30% or less slope with a 2-foot wide concrete driveway approach and 6-foot sidewalk. This option will:

- Steepen the driveways by 0 – 6%
 - DRWY 6-1: +5.5%
 - DRWY 6-2: 0%
 - DRWY 6-3: +5.8%
- Require longer transitions into the properties than Option 2
 - DRWY 6-1: 25 feet
 - DRWY 6-2: 37 feet
 - DRWY 6-3: 14 feet

Design Option 2: Regrade the driveways to maintain 30% or less slope with a 2-foot wide concrete driveway approach and 4-foot sidewalk. This option will:

- Steepen the driveways by 0 - 3.5%
 - DRWY 6-1: +3%

- DRWY 6-2: 0%
- DRWY 6-3: +3.5%
- Require shorter transitions into the properties than Option 1
 - DRWY 6-1: 18 feet
 - DRWY 6-2: 30 feet
 - DRWY 6-3: 12 feet

Design Option 3: Same as Option 2 but also adds a paved pull off area (8-foot x 20-foot) in the right-of-way for one vehicle adjacent to the property at 19401 68th Avenue NE with 5-foot wide sidewalk. This option will add approximately \$40,000 in construction cost and will require property owner consent to construct retaining walls and remove the landscaping between the existing on-street parking and the public right-of-way line. Landscaping restoration is not included and would be the responsibility of the property owner.

Design Option 4: Eliminate the proposed improvements along the subject property frontages (approximately 156 feet). This option will save \$62,000 in construction cost but will result in a gap in the sidewalk improvements. Pedestrians would be required to walk along very uneven pavement unless they chose to walk in the bike lane in front of the properties. This is the property owner's preferred option.

Recommendation: Staff recommends Option 2 for the driveway transitions at 19233, 19401, 19409 68th Avenue NE.

Option 3 is not recommended due to the extra cost. Any funds not used on this project may be reallocated to Juanita Drive, which is not fully funded.

Option 4 is not recommended due to safety and Americans with Disabilities Act (ADA) concerns. This option does not meet the intent of the Walkways and Waterways Bond Measure. Also, filling this sidewalk gap in the future if desired will cost substantially more in staff resources and cost to complete.

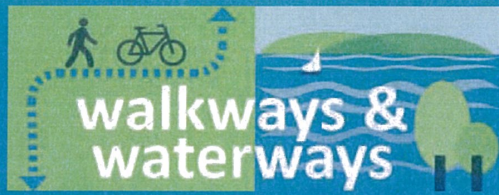
FISCAL CONSIDERATION:

The estimated project budget at 60% design is currently \$9.5 Million. The current engineer's estimate of probable costs includes roughly \$160,000 for driveway reconstruction.

Until the project is 100% designed and bids are opened, the total project cost is an estimate only and is subject to change. Adding scope to the project will add to the project budget unless the 15% design contingency (\$880,000 included in project budget) is reduced accordingly to absorb the additional cost.

COUNCIL GOAL / BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 2: To implement the Walkways and Waterways projects.



68th Avenue Pedestrian and Bicycle Safety

EXHIBIT A

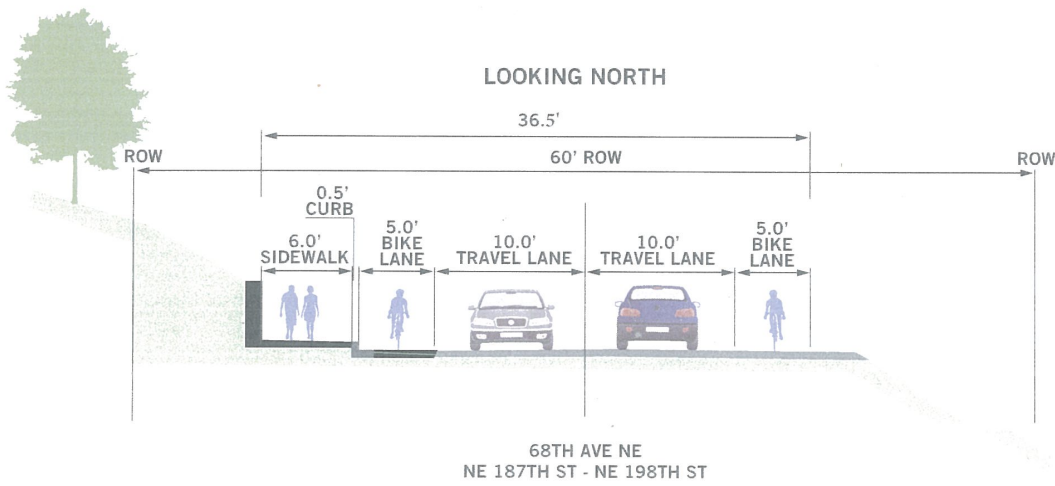


EXHIBIT B
(3 PAGES)

September 16, 2018

Samantha Loyuk
Kenmore Development Services
18120 68th Ave NE
Kenmore, WA 98028-0607

RE: 68th Avenue Improvements

To Whom It May Concern,

As a resident and homeowner in Kenmore for over 33 years, I have concerns about your proposed improvements along 68th Ave NE. I have already witnessed many poor decisions made by the City of Kenmore and their planning department however the proposed improvements along 68th Ave NE really make me wonder about your commitment to public safety and also to serving the needs of the homeowners who live along 68th Ave NE, particularly my stretch of 68th Ave NE where we have very steep driveways that are delicate and vulnerable to slight grade changes that will create issues with our accessibility. It will adversely affect what we can bring up and down our driveways along with other factors that you have not considered.

Over the decades I have lived here, I have made every effort to improve access and safety for me and my neighbors. At my own expense, I have installed and maintained a good size parking strip in front of my residence. Over the years this parking strip has become a reliable resource, performing MANY NEEDED functions on this portion of 68th Ave, one of the **narrowest portions** of the entire road. The functions it serves are as follows:

1. It widens and improves visibility for the driveways in our little area of 68th Ave NE.
2. Allows for emergency vehicle parking.
3. Creates and serves as a safe walkway without the need for changes (curbs).
4. Creates a parking space for up to 5 cars during inclement weather when none of us can get up or down our driveways.
5. Creates a maintenance area for the utilities vehicles to maintain the fire hydrant that is located between the two driveways that border each end of the parking strip.
6. Allows a pull off space for delivery drivers and the garbage trucks.

The loss of this space for me and my neighbors would be tragic. We are asking you to allow this small area of the 68th Ave NE Improvements to remain as is. You can not make this part of 68th Ave NE any safer than it already is and it is a very small portion of the road but has devastating consequences for 6 homes in a less than one block portion of the road.

The planned proposal for sidewalks seems to be a little bit misguided and unrefined. Don't get me wrong, sidewalks and bike lanes can be a welcome addition however you are putting them on the wrong side of the road not to mention any change in grade through this portion of 68th Ave NE would adversely affect access to all of our driveways (which your engineers should and probably do know yet have not addressed how they would prevent issues which is your legal responsibility to us). Creating grade issues by installing sidewalk in this small portion of 68th will adversely affect us and cause many hardships for us homeowners.

First, the small amount of bike traffic along this portion of 68th Ave NE, doesn't justify a special designated lane. Bikes ride on 2 lane roadways all the time and even choose these roads over bike lanes often.

Pedestrian traffic that moves along 68th Ave NE typically use the East side of the road, NOT the West side of it. This foot traffic includes walkers, joggers, families with pets and strollers and school students walking from the Kenmore apartments to Swamp Creek Park to access Kenmore Elementary and older students attending Kenmore Middle School. Your proposal has these pedestrians crossing 68th Ave NE twice each way – A TOTAL OF 4 CROSSINGS ROUND TRIP. This is certainly not optimal safety!

Your planning department has told me that you don't have a choice because of the surrounding terrain and cost limitations. If you can not approach the job correctly with the funding you have, you should be securing proper funding for a proper job.

When I attended the open house some months ago and reviewed facts about his cluster of houses that they were not even aware of, I was astounded to find out there really isn't adequate funding to fully retain the hillsides through this portion of the roadway. This shows a lack of knowledge and foresight on the City's part. There are numerous natural springs in the area which we all know can make hillsides unstable and susceptible to erosion and slides. It is disappointing to see the lack of concern and poor supervision over projects that affect people's safety and preserves homeowners needs in a steep area of the road.

I am very passionate about this. I really want some consideration for me and my neighbors in addressing the issues this project creates for us. We are a very small portion of the 68th Ave NE project but have large and lasting and NEGATIVE impacts pending and you have not addressed anything with us. We would all like to preserve the parking strip and not have the grades of our driveways changed in any way and again, we are talking about a miniscule portion of 68th. Walkers are safe in this area as it is now, bikers would remain off the road. The project can go up to our driveways and begin again after the parking strip ends creating a complete win for everyone! This is not a large deviation from your plan for the project.

I am respectfully requesting a meeting with us and our neighbors to consider our request. We can walk the area and I can show you all of the unique attributes that come together at this point in the road. It was quite offensive to be told at that open house that the plan was all but approved and not open for change or alteration. Sometimes utilizing the experience of the homeowner's knowledge of past and existing conditions surrounding their properties can be invaluable to creating the best solution for all affected parties.

Sincerely,
Douglas Morud
19401 68th AVE NE
Kenmore WA 98028

City Response to SEPA Comment dated September 16, 2018:

City staff held a field meeting with the Moruds and neighbors to the north and south on October 15, 2018 to discuss their driveways and parking concerns and shared design options to minimize the steepness of the driveways in the after condition. The Moruds requested that no sidewalk or bike lane improvements be constructed along a 200-foot section of 68th Avenue NE, located approximately 400 feet south of NE 195th Street, to preserve their existing parking strip and driveway grades. Staff explained that this revision could not be decided administratively because it would deviate from the bond measure but agreed to bring the Morud's request to City Council for consideration in early 2019.

During the development of the 30% design plans in November 2017, staff requested and received approval from City Council to reduce the proposed roadway section width north of NE 190th Street from 45.5 to 36.5 feet to minimize cost and impacts to trees, wetland and stream buffers and existing driveways along the corridor. The minimum roadway section includes 10' wide travel lanes, 5' bike lanes (with no buffer) and 6' wide sidewalk.

68th Avenue NE has long been identified in the City's transportation element of the comprehensive plan as a pedestrian and bicycle priority corridor. In 2008-09, a pre-design study was conducted to develop and evaluate sidewalk alternatives along 68th Avenue NE. It was concluded that sidewalk on the west side of the street would serve the most potential users from neighborhoods abutting the corridor and was the most cost-effective design.

In 2015-16, the City's Imagine Kenmore / Walkways & Waterways bond measure initiative proposed sidewalk and buffered bike lanes along 68th Avenue NE. The bond initiative involved extensive citywide public outreach including numerous open houses and statistically valid phone surveys. The bond measure, which included 68th Avenue NE sidewalk and bike lanes, passed with 64% approval of Kenmore residents in November 2016.

Staff held an open house in January 2018 to solicit public input on the 30% design layout with the reduced roadway section, which was well received. The design is now 60% complete and the project is scheduled for construction in 2020.

EXHIBIT C
2-PAGES

68TH AVE NE DRIVEWAY PHOTOS FROM LEFT TO RIGHT: DRWY 6-1 (19233) & DRWY 6-2 (19401)



68TH AVE NE DRIVEWAY PHOTOS (CONT'D): DRWY 6-3 (19409)



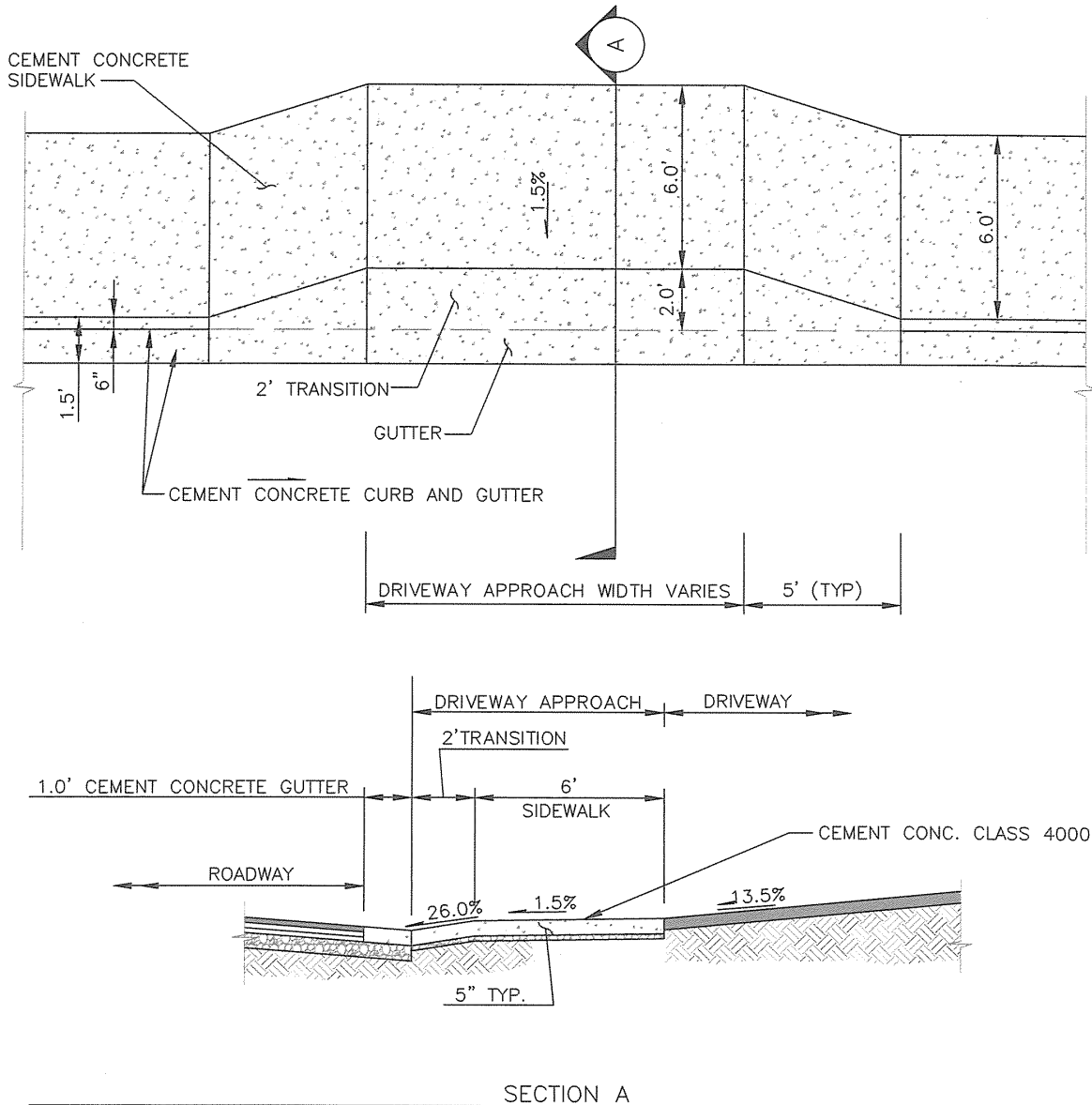
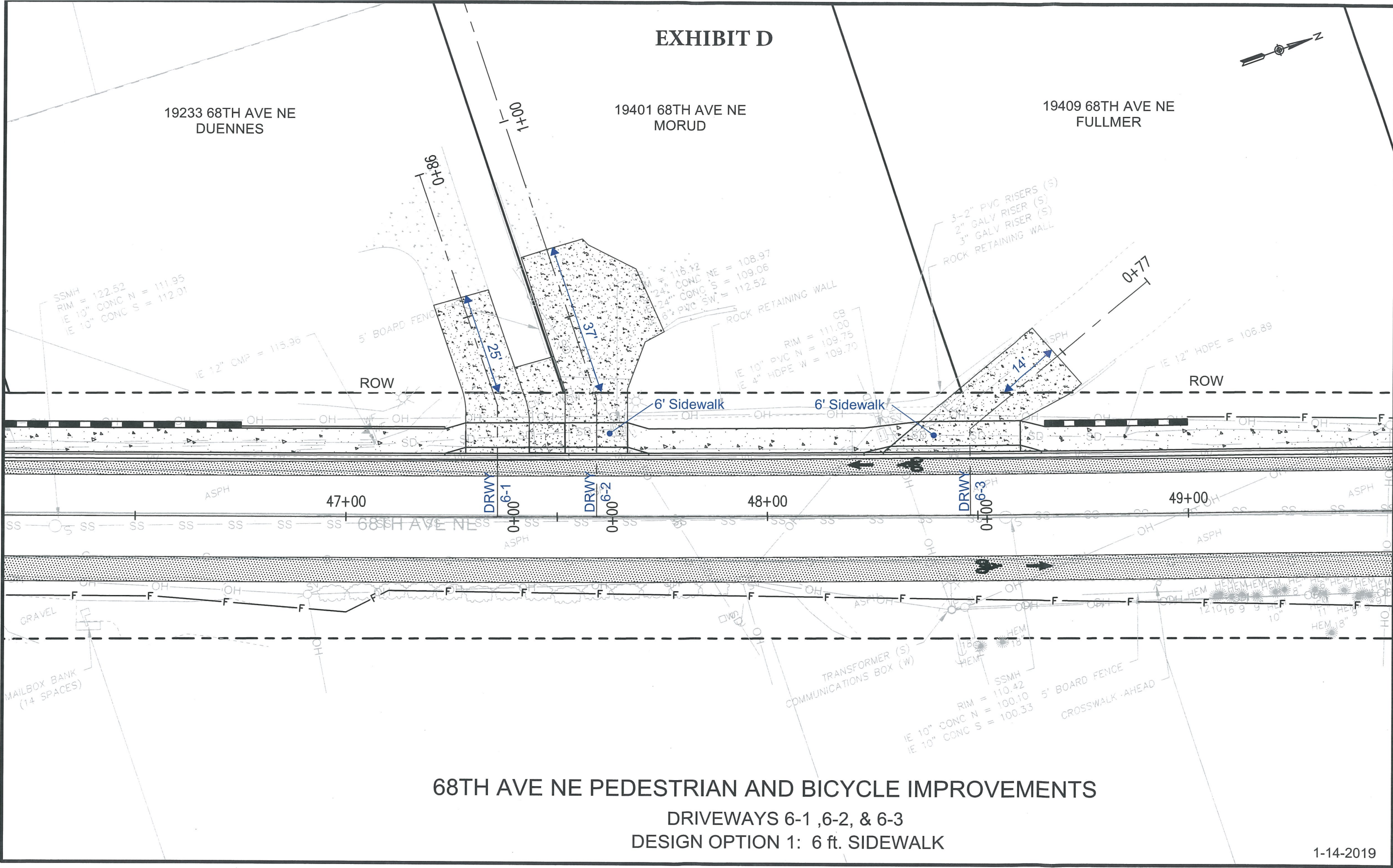
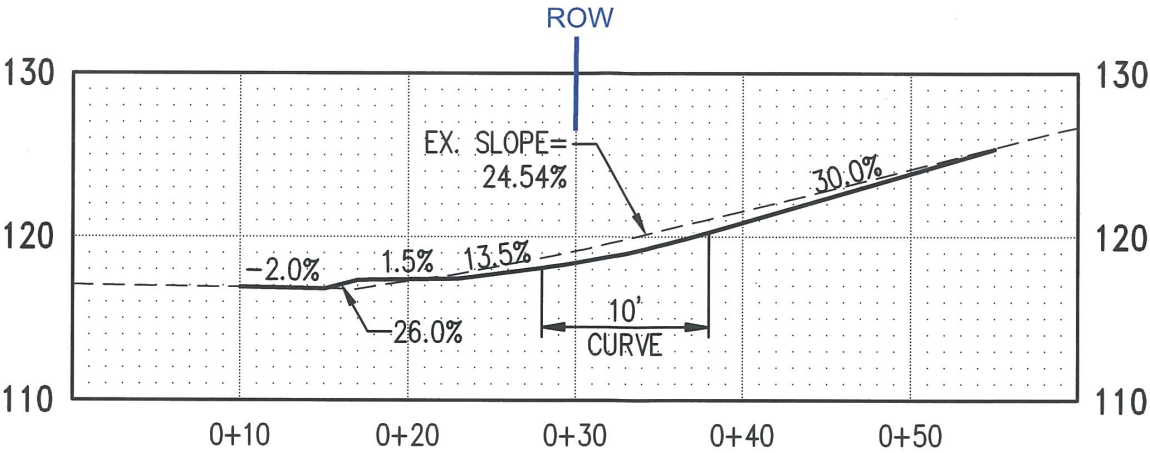


EXHIBIT D (3 PAGES)

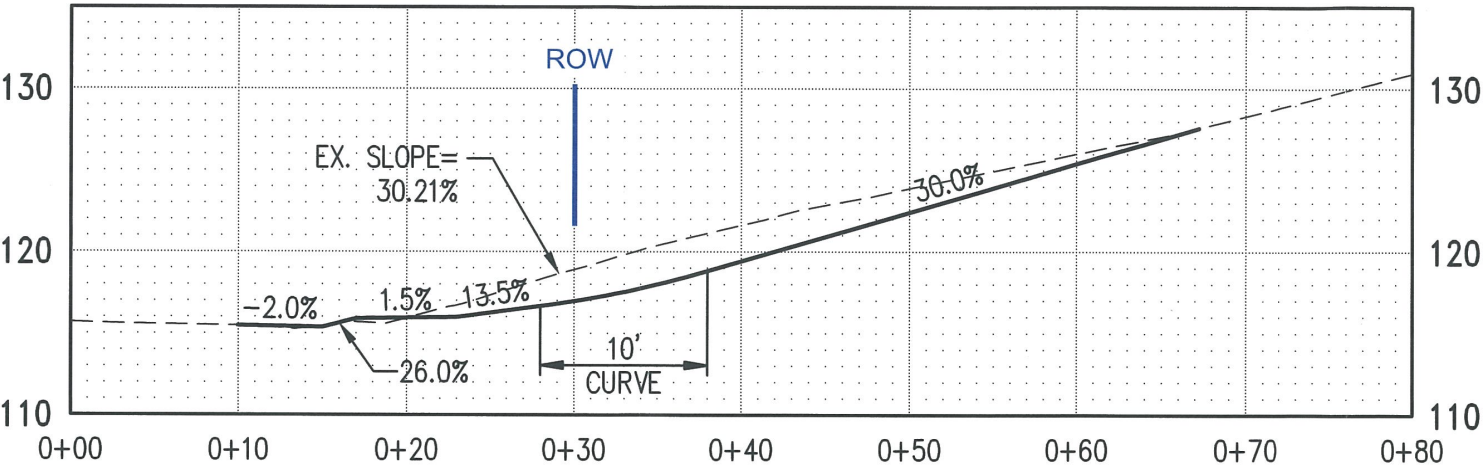
DESIGN OPTION 1: 2-FOOT TRANSITION & 6-FOOT SIDEWALK



Profile: DRWY 6-1



Profile: DRWY 6-2



Profile: DRWY 6-3

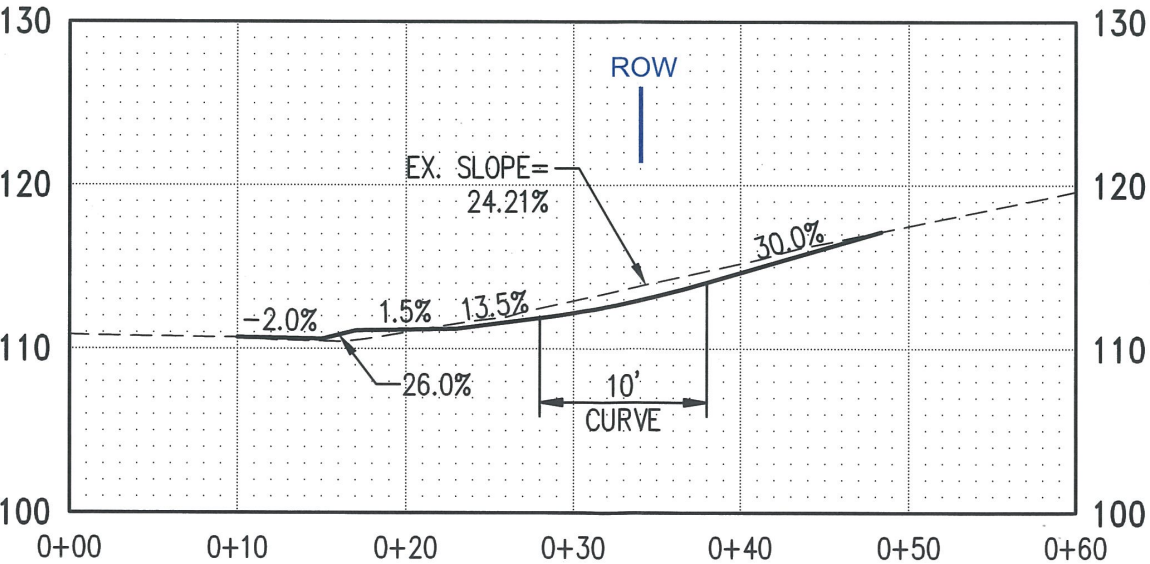
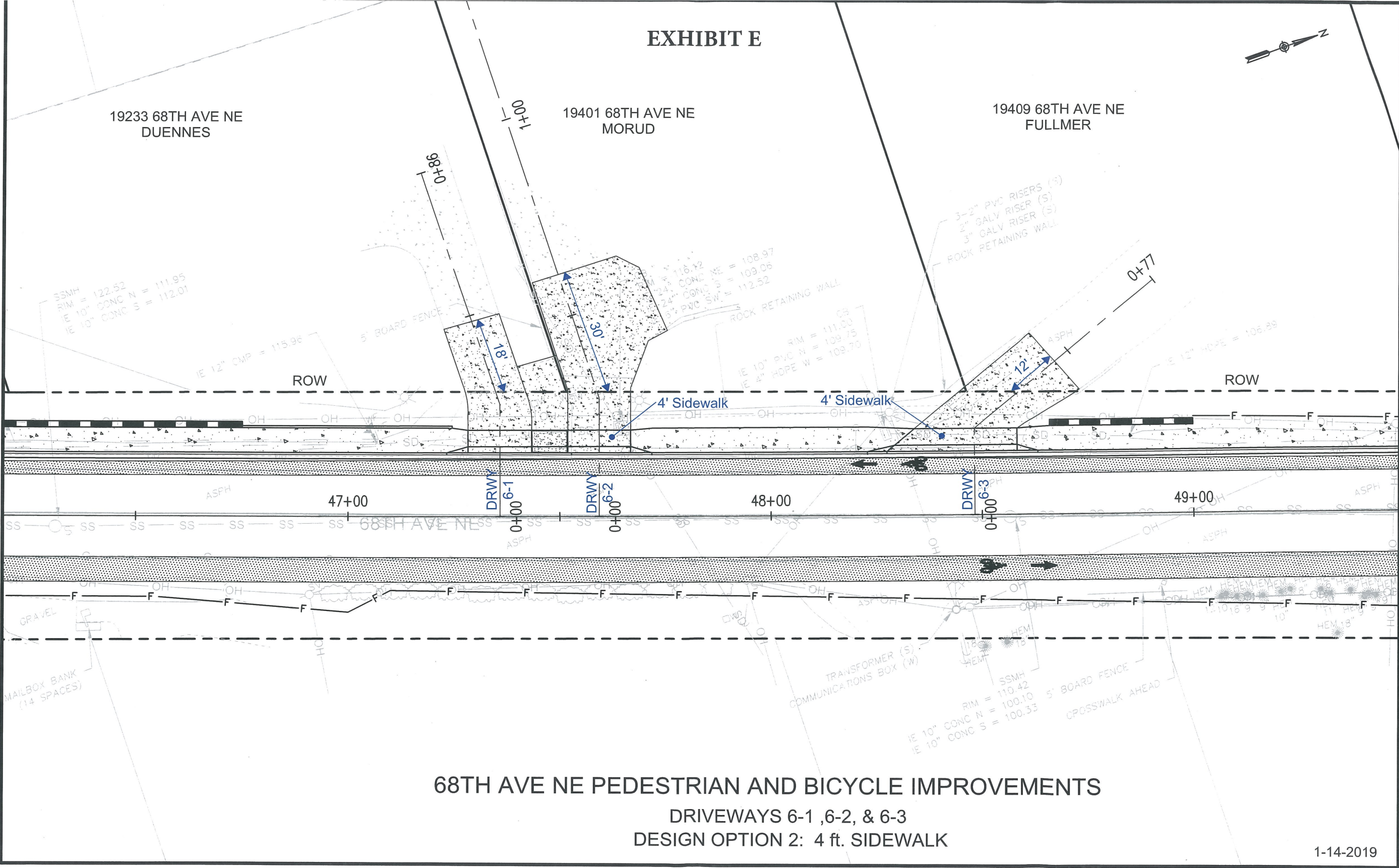
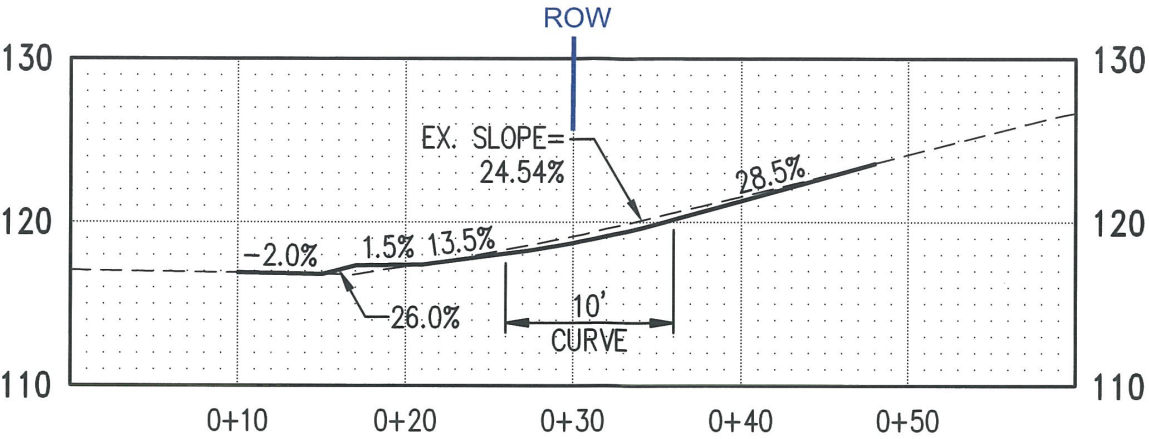


EXHIBIT D
Driveway Option 1: Profiles

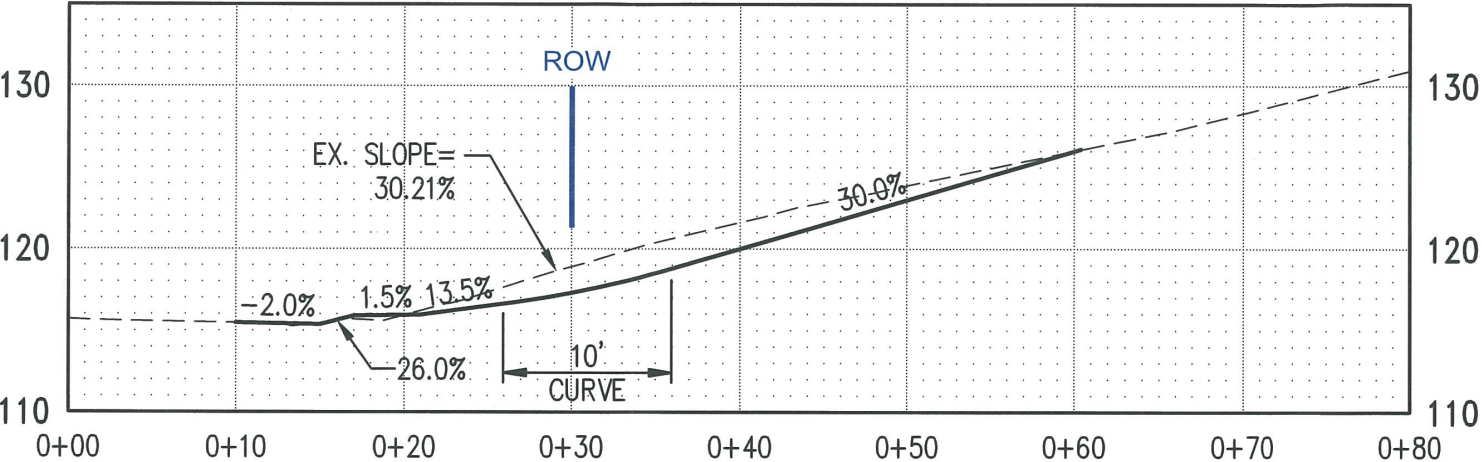
1-14-2019



Profile: DRWY 6-1



Profile: DRWY 6-2



Profile: DRWY 6-3

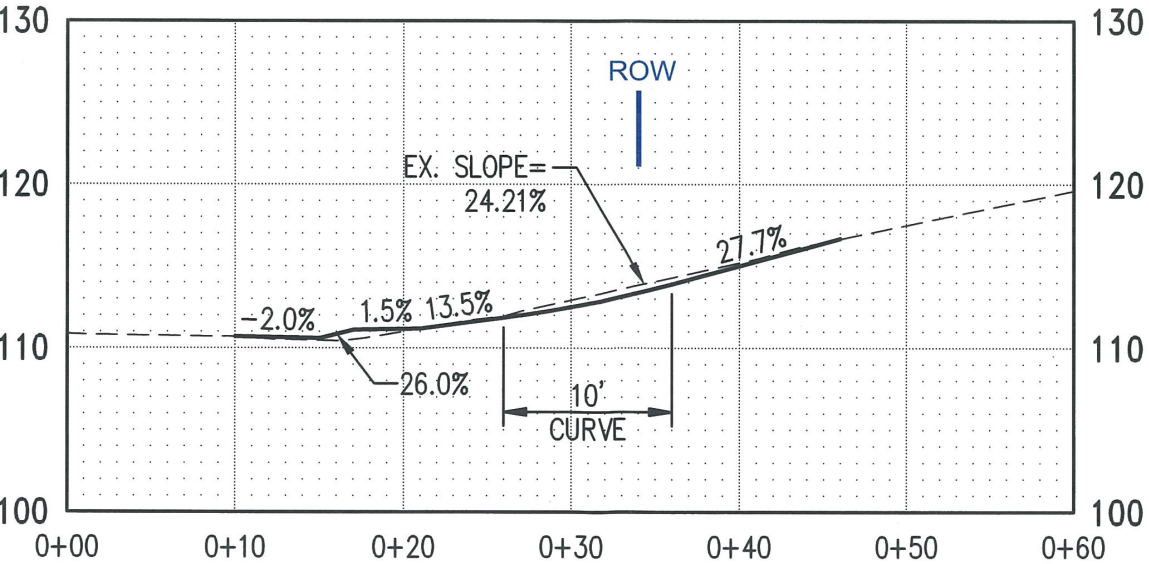
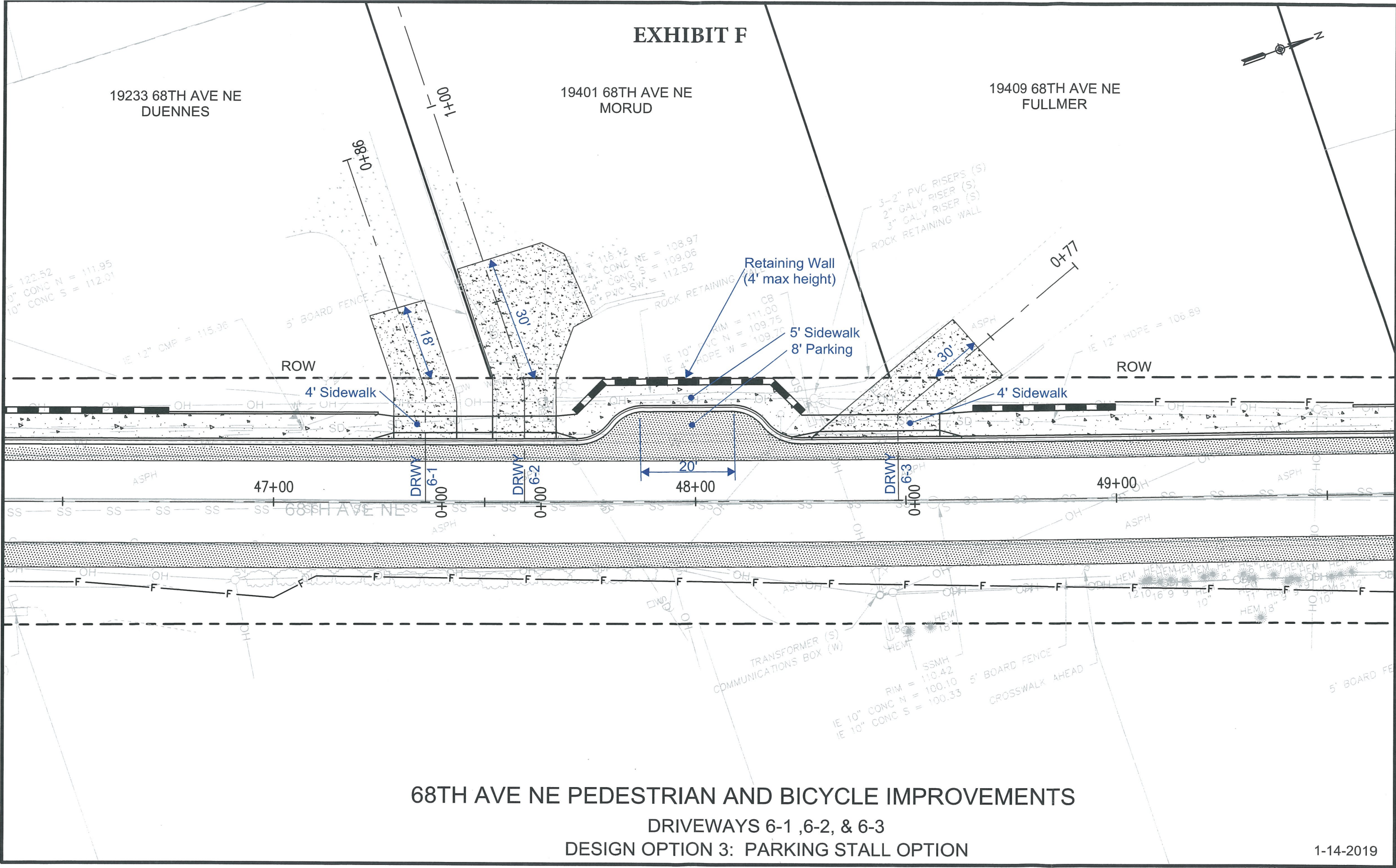
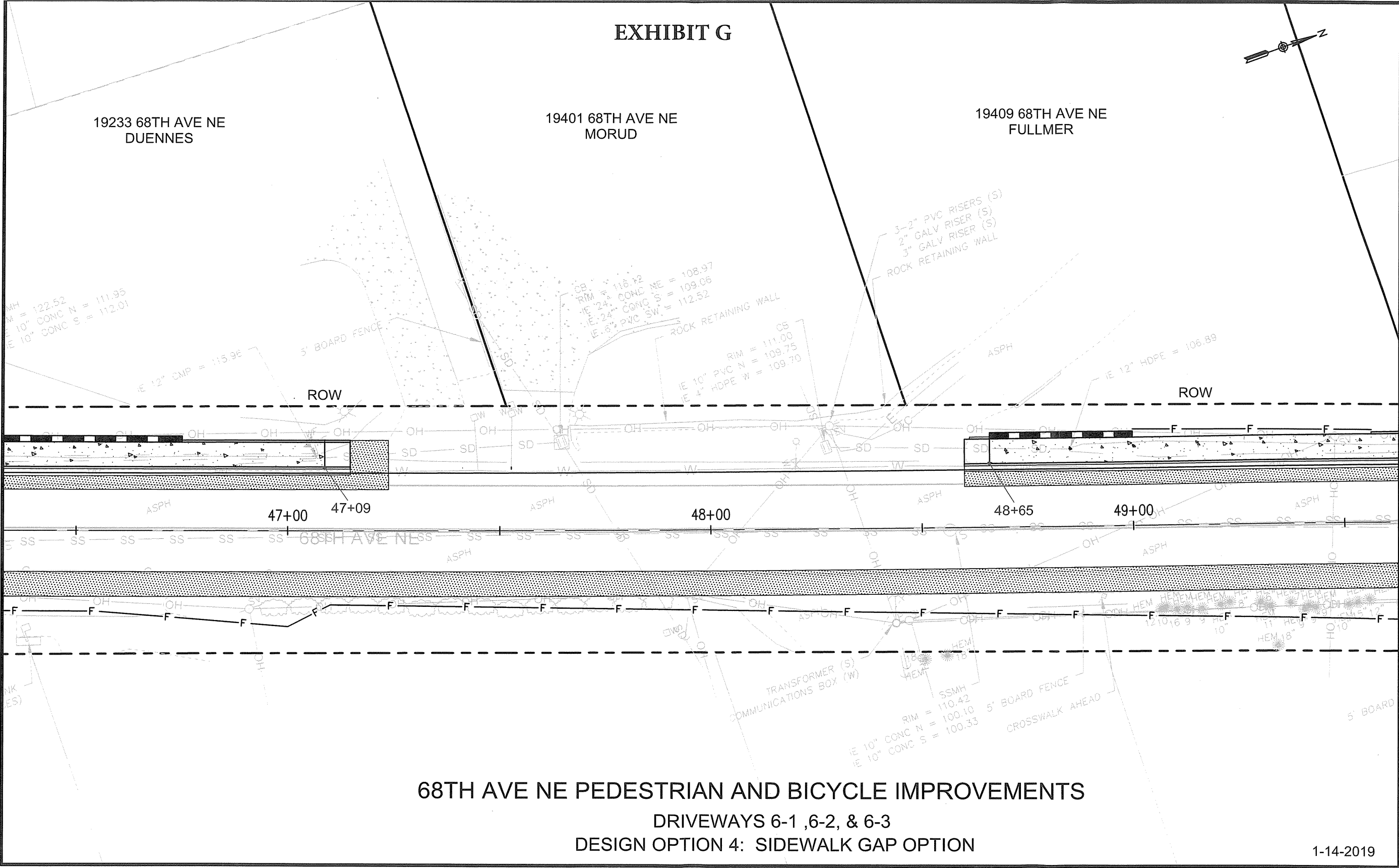


EXHIBIT E
Driveway Options 2 & 3: Profiles

1-14-2019







PRESS RELEASE
FOR IMMEDIATE RELEASE
January 18th, 2019

Becky Range, Communications Specialist
brange@kenmorewa.gov
425-556-6172

Bridge Project Impacted by Federal Government Shutdown

Kenmore, WA – The City of Kenmore would like to inform the community of potential impacts to the West Sammamish River Bridge Replacement Project due to the current federal government shutdown.

The bridge carries southbound traffic over the Sammamish River on 68th Ave NE and was constructed in the 1930s. Due to the age of the bridge, weight restrictions went into effect in 2014 and the City began design for a new bridge in 2015. As the project moves from design to construction, we expected to advertise the project now and start construction in Spring 2019.

Before we can advertise the project to select a construction contractor, we must obtain final Washington State Department of Transportation (WSDOT) approval, based on navigable water coordination they need to do with the National Oceanic and Atmospheric Administration (NOAA). NOAA is one of the government agencies that is furloughed during the current shut down.

Our construction timeline is dependent on the annual fish window. The bridge contractor can only do work in the water when salmon are less likely to be around. Because of the fish window, we estimate that February 11, 2019 is the latest date we can advertise for this project, maintain our schedule, and start construction this year. If WSDOT does not receive final approval from NOAA by February 11th, the project will be delayed a year.

Another factor affected by the shutdown will be our ability to award the construction bids. Because the wider bridge will be over a small portion of the State's boat launch property, the National Park Service (NPS) needs to give final approval before we can process the received bids and select the bridge contractor. NPS is also furloughed during the current shut down and will likely have a backlog of work waiting for them when the shutdown is lifted. We must receive NPS approval by March 4th or the project will be delayed a year.

If the project is delayed a year, higher costs could add millions of dollars to the project. Mayor David Baker and Rob Karlinsey, City Manager, have been in touch with Congresswoman DelBene and advised her of how the project is being impacted. To learn more about the project, check kenmorewa.gov/westsammamishriverbridge.

For questions and more information contact John Vicente, City Engineer, at jvicente@kenmorewa.gov or 425-398-8900. This information is available at www.kenmorewa.gov.

18120 68th Ave NE, Kenmore WA 98028
<http://www.kenmorewa.gov> | [facebook.com/CityofKenmore](https://www.facebook.com/CityofKenmore) | twitter.com/KenmoreWA



City of Kenmore, Washington

Date: January 24, 2019

To: Mayor and City Council

From: Rob Karlinsey, City Manager 

Re: Lakepointe Update

Despite Weidner's November letter suspending Lakepointe development discussions, we are not giving up on the vision to transform Lakepointe from a languishing, blighted industrial site to a vibrant waterfront neighborhood in the heart of our city.

The Lakepointe project has the potential to restore shoreline habitat and open up almost $\frac{3}{4}$ of a mile of new public access along the Lakepointe shoreline. The project also has the potential to transform the largely vacant industrial site via new economic investment, employment, retail, and other public amenities.

Given the last 3 $\frac{1}{2}$ years of effort and working together, we have attempted to bring Weidner back to the Lakepointe table. After Weidner's suspension letter, we sent Weidner the parameter agreement as discussed by the City Council in October.

As a result of our efforts to resurrect discussions, Weidner recently sent us the attached letter. While the letter does not state that Weidner is willing to resume negotiations, it does provide feedback on the parameter agreement, and it may be an indication of what Weidner might consider.

We are in the process of working on a "shortened" parameter agreement that addresses the financial gap while still achieving a Lakepointe vision that meets the needs of the community. We don't know how well it will be received, so stay tuned.

If Weidner does not come back to the table, we will work on a Plan B as we discussed at the City Council retreat on January 12. This Plan B might include taking what we were willing to offer Weidner out to the larger development community via a request for proposals (RFP) process. Given that the Lakepointe property is not owned by the City, an arrangement with the property owner would need to be in place prior to an RFP process. We'll explore the RFP idea more once we know whether Weidner will reengage.

18120 68th Ave NE · Kenmore, WA 98028

Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov
www.kenmorewa.gov

McCULLOUGH HILL LEARY, PS

January 18, 2019

VIA ELECTRONIC MAIL

Mr. Rob Karlinsey, City Manager
City of Kenmore
6700 N.E. 181st Street
P.O. Box 82607
Kenmore, WA 98028-0607

Re: LakePointe Project

Dear Rob:

We are writing on behalf of Weidner Apartment Homes and Lakepointe, Inc. Weidner and Lakepointe appreciate the time and resources that the City of Kenmore devoted to our joint evaluation of the LakePointe project over the last year. This work identified the financial benefits to the City from development of the project, but also showed the financial gap that must be bridged in order to make the project a reality.

Although Weidner gave notice to the City on November 1 of last year that it was suspending work on the project, a revised version of the Parameter Agreement was forwarded by the City a couple weeks later. In view of the effort all parties have invested in this exercise, Weidner and Lakepointe wanted to provide their thoughts on this revised draft.

After review, Weidner and Lakepointe have concluded that the most recent draft Parameter Agreement prepared by the City would only widen the financial gap for the project. In order to create a realistic financial scenario in which the project might proceed, the Parameter Agreement should be substantially shortened. It should focus on the conceptual elements of the project and the commitments the City may be willing to make to bridge the financial gap.

January 18, 2019
Page 2 of 2

We appreciate the opportunity to provide this input and would look forward to the opportunity to discuss this with you at greater length. Again, Weidner and Lakepointe want to convey their gratitude to the City for the ongoing efforts made in connection with this project. We all share the hope that it will become a key part of Kenmore's downtown.

Sincerely,


John C. McCullough

cc: Dean Weidner, Weidner Apartment Homes
Gary Sergeant, Lakepointe, Inc.