



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., Tuesday, November 12, 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. EXECUTIVE SESSION

(Confidential Session of the Council)

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

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

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

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

VIII. PROCLAMATION

- A. Proclamation Recognizing Efforts of Sno-King Watershed Council
[Proclamation](#)

IX. CITIZEN COMMENTS

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

X. CONSENT AGENDA

- A. Total Check #s 43550 through 43635 in the amount of \$419,874.96.
Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account

Electronic Deposits Dated: 10/11/19 in the amount of \$150,935.18.

[Checks](#)

- B. Authorize the City Manager to Execute the Interlocal Agreement with South Correctional Entity (SCORE)
[Agenda Item](#)
- C. Authorize the City Manager to Execute Amendment No. 7 of Contract 17-C1657 with Mott MacDonald for Swamp Creek Mitigation and Design
[Agenda Item](#)

XI. PUBLIC HEARING

- A. Proposed Tax Levy Necessary to Meet Authorized Tax-Supported Estimated Expenses for the Year 2020 - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
[Presentation](#)
- B. Temporary Use Permit for Indoor Storage for a One-Year Period at Real Property Located at 15036 70th Avenue NE, Kenmore, Washington, Which is Owned by the Northshore Fire District and Zoning Public/Semi-Public, Subject to Conditions - Tela Whiteman, Permit Specialist
[Agenda Item](#)

XII. BUSINESS AGENDA

- A. Approve Temporary Use Permit for Indoor Storage for a One-Year Period at Real Property Located at 15036 70th Avenue NE, Kenmore, Washington, Which is Owned by the Northshore Fire District and Zoning Public/Semi-Public, Subject to Conditions - Tela Whiteman, Permit Specialist
[Agenda Item](#)
- B. Contract 19-C2105 with Microsoft Research to Participate in a Pilot Project Deploying Air Quality Sensors Within the City - Richard Sawyer, Environmental Services Manager
[Agenda Item](#)
- C. Ordinance 19-0499, an Ordinance Of The City Of Kenmore, Washington, Authorizing The Issuance Of One Or More Series Of Unlimited Tax General Obligation Bonds Of The City In The Aggregate Principal Amount Of Not To Exceed \$10,000,000, To Finance Costs Related To Constructing, Developing, Acquiring, Equipping, Upgrading, And Improving Walkways And Waterfront Access In The City And Paying Costs Of Issuing The Bonds; Providing The Form, Terms And Covenants of The Bonds; Providing For The Disposition Of The Proceeds Of The Sale Of The Bonds; Delegating Authority To Approve The Final Terms Of The Bonds; And Providing For Other Matters Relating Thereto - Joanne Gregory, Finance and Administration Director
[Agenda Item](#)

- D. Charter for City Financial Sustainability Plan Task Force (CFSPTF) - Torie Brazitis, Contracted Project Manager
[Agenda Item](#)

XIII. STAFF REPORT

- A. Update on the City's Management of Aquatic Weeds in Lake Washington and Sammamish River - Richard Sawyer, Environmental Services Manager
[Agenda Item](#)

XIV. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

- A. Monday, November 18, 2019 - Regular Council Meeting
Monday, November 25, 2019 - Regular Council Meeting
Monday, December 9, 2019 - Regular Council Meeting
Friday, January 10 and Saturday, January 11, 2020 - Council Retreat

City of Kenmore, Washington Proclamation

WHEREAS, the Sno-King Watershed Council is an all-volunteer, regional, nonprofit organization, started in 2011, and based in Kenmore; and

WHEREAS, the Sno-King Watershed Council works to protect local creeks and natural areas through citizen action and education; and

WHEREAS, the Sno-King Watershed Council has worked since its inception to benefit the Kenmore environment, including activities such as the restoration of the shoreline in Squire's Landing Park in partnership with the Adopt A Stream Foundation and the City of Kenmore. As part of this project over \$80,000 in grant money was raised; two acres, and over 1000 feet of shoreline, was restored; and nearly 7500 plants and trees were planted; and

WHEREAS, Community members from the Kenmore Waterfront Activity Center, Skyview Middle School, Inglemoor High School, North Creek High School, UW Bothell, and Girl Scout Troop 45054 contributed hundreds of volunteer hours and the project will increase shading of the water and improve salmon habitat; and

WHEREAS, the Swamp Creek Watershed Forum held in partnership with the City of Kenmore, included over 60 streamside landowners participating and learning about actions they can take to protect Swamp Creek; and

WHEREAS, the Sno-King Watershed Council raised over \$200,000 to create rain gardens to reduce flooding and improve habitat along Swamp Creek. This funding came from action taken against illegal construction activity, and from King County Councilmember Rod Dembowski and the Water Works grant program. This project resulted in over 20 rain gardens constructed by partner organization Farmer Frog; and

WHEREAS, another project was the development of a community-based volunteer water monitoring program which included volunteers in the Sno-King Water Watchers program who monitor conditions affecting salmon habitat and human health and take action to protect local creeks from illegal construction runoff. These monitors are active throughout King and Snohomish Counties; and

WHEREAS, over 90 volunteers are currently certified water monitors and these monitors contribute over 700 hours per year, and

WHEREAS, in Kenmore, volunteers monitor monthly at two sites on Little Swamp Creek, two sites on Swamp Creek, and on Tschet Cha Thl creek. These volunteers work 120 hours a year monitoring local creeks.

NOW THEREFORE, I David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby want to recognize the efforts of the Sno-King Watershed Council for their invaluable work in the City of Kenmore.

Dated this 12th day of November, 2019.

Signed: _____

David Baker, Mayor



Attested: _____

Kelly Chelin, City Clerk




Voucher Certification and Approval

City of Kenmore
DATE RANGE:
10/05/2019-10/18/2019

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 payments are approved for payment:

Total Check #s 43550 through 43635: \$419,874.96

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 10/11/2019: \$150,935.18

 10-21-19

City Manager / Date

 10-18-19

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	43550	10/11/2019	City of Kenmore 401a Contributions	15,591.11
ICMA RETIREMENT TRUST 457 / 304745	43551	10/11/2019	ICMA 457 Deferred Comp Contributions	6,418.66
STATE OF FLORIDA DISBURSEMENT UNIT	43552	10/11/2019	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	43553	10/11/2019	Employee Charitable Contributions	68.50
BRIEN, GAYLYNN	43554	10/18/2019	Jan. Sales Tax Data Conversion	50.00
HERBIG, NIGEL	43555	10/18/2019	Conference Mileage Reimbursement	70.18
HORVATH, PETER	43556	10/18/2019	Training & Travel Reimbursements	114.75
JAYMARC AV	43557	10/18/2019	Council Chambers AV Troubleshooting	275.00
ALL THINGS HR, LLC	43558	10/18/2019	General HR Consulting	1,085.00
AM TEST, INC	43559	10/18/2019	Sept. 2019 Water Analysis Testing	225.00
AURORA RENTS	43560	10/18/2019	Public Works Tool Rental	296.38
BAKER, BRIDGIT	43561	10/18/2019	Training Parking Reimbursements	48.00
BANNER BANK BAKER	43562	10/18/2019	Business Meetings & Registration	1,114.48
BANNER BANK NO	43563	10/18/2019	Business Mtgs, Parking, Media Relations, & Bus Directory	238.39
BANNER BANK RK	43564	10/18/2019	Business Mtgs, Newspaper, Chamber, and Wellness	1,958.51
BANNER BANK SKROGH	43565	10/18/2019	Software Subscription	4.99
BASTYR UNIVERSITY	43566	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	12,325.00
BRADY, CAMILLE MARIANNE	43567	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	925.00
BURROWS, MOLLY	43568	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	125.00
CIBRIAN, SAMUEL	43569	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	1,650.00
COLUMBIA RIDGE LANDFILL	43570	10/18/2019	Sweeper Debris Disposal	1,829.44
COLUMBIA RIDGE LANDFILL	43571	10/18/2019	Sweeper Debris Disposal	2,673.81
COMCAST	43572	10/18/2019	City Hall, Incubator, & Hangar Internet	2,620.43
COMCAST BUSINESS	43573	10/18/2019	Squires Landing Internet	222.15
CONSOLIDATED PRESS	43574	10/18/2019	Kenmore Newsletter Printing	2,465.39
CONTRACT LAND STAFF LLC	43575	10/18/2019	PW Facility Property Acquisition Consulting	2,262.84
EARTHWORKS	43576	10/18/2019	Sept. 2019 Monthly Landscape Maintenance	4,722.55
ECOSS	43577	10/18/2019	ECOSS Outreach	4,808.94
ELECTRONIC BUSINESS MACHINES	43578	10/18/2019	Sept. 2019 Upstairs Photocopier Charges	193.48
ELWAY RESEARCH, INC	43579	10/18/2019	Stormwater Survey Design, Printing, & Mailing	7,500.00
ENVIROTECH	43580	10/18/2019	De-Icer Fluid	6,687.16
EVER MARK, LLC	43581	10/18/2019	Target Zero Reflective Tote Bags	1,455.72
FERGUSON ENTERPRISES INC #3011	43582	10/18/2019	Surface Water Drainage Materials	17.03
FRONTIER	43583	10/18/2019	City Hall Phones	1,121.99
FRUHLING SAND & TOPSOIL	43584	10/18/2019	Solid Waste Disposal Fees	22.00
GALLATIN PUBLIC AFFAIRS	43585	10/18/2019	Sept. 2019 Consulting Services	3,500.00
GORDON THOMAS HONEYWELL	43586	10/18/2019	Aug. 2019 Governmental Affairs Consulting	7,906.57

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GRADE, INC.	43587	10/18/2019	Arrowhead Drainage Project	4,922.43
GRAINGER	43588	10/18/2019	ROW Irrigation Parts & Supplies	105.94
HALO BRANDED SOLUTIONS	43589	10/18/2019	Target Zero Promotional Supplies	395.54
HAMPSON, BRYAN	43590	10/18/2019	Employee Recognition Lunch Reimbursements	114.05
HDR ENGINEERING, INC	43591	10/18/2019	Aug. 2019 Juanita Drive Ped/Bike Improvements	14,433.32
HOME DEPOT CREDIT SERVICES	43592	10/18/2019	Public Works Supplies & Materials	1,397.03
INGLEWOOD GOLF COURSE	43593	10/18/2019	W. Samm Bridge Utility & Construction Easements	5,750.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	43594	10/18/2019	Aug. 2019 Legal Invoices	15,019.51
JAYMARC AV	43595	10/18/2019	Council Chambers AV Service Call	240.63
JOYCE ZIKER PARKINSON	43596	10/18/2019	Kenmore Village Attorney Services	450.00
KING COUNTY BAR ASSOCIATION	43597	10/18/2019	Q3 2019 Human Services Contract	250.00
KING COUNTY FINANCE	43598	10/18/2019	Aug. 2019 Community Work Program	7,575.90
KING COUNTY PROSECUTING ATTORNEYS OFFICE	43599	10/18/2019	Police Dept. Training Registration	100.00
KPFF CONSULTING ENGINEERS	43600	10/18/2019	68th Ave. NE Ped/Bike Project	70,681.60
LIGHTHOUSE CONSULTING INC	43601	10/18/2019	Sept. 2019 Software/Web Hosting/Archiving/IT Services	6,164.88
MCKINSTRY	43602	10/18/2019	Public Works Office Plumbing Service Call	847.00
MEEHAN, NANCY	43603	10/18/2019	Refreshments for Interviews Reimbursement	42.10
MOTT MACDONALD GROUP, INC.	43604	10/18/2019	July - Sept. 2019 Squires Landing Park Prelim Design	89,400.13
MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	43605	10/18/2019	Employee License Examination	100.00
NORTHSHORE SENIOR CENTER	43606	10/18/2019	Q3 2019 Drop In Visits Human Service Contract	6,250.00
NORTHSHORE UTILITY DIST	43607	10/18/2019	City Hall/Parks/SR 522 Irrigation	17,873.14
NORTHSHORE YOUTH & FAMILY SERVICES	43608	10/18/2019	Q3 2019 Subsidized Family Services	4,000.00
NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	43609	10/18/2019	2019 NWPMA Annual Conference Registration	350.00
O'CONNOR CONSULTING GROUP, LLC	43610	10/18/2019	Lakepointe Consulting Services	9,000.00
OFFICE DEPOT	43611	10/18/2019	Office Supplies	103.48
OLBRECHTS & ASSOCIATES, PLLC	43612	10/18/2019	Hearing Examiner Services	1,146.00
PACIFIC TOPSOILS	43613	10/18/2019	Sept 2019 Vegetation Disposal & Landscape Material	1,487.40
PAWS	43614	10/18/2019	Sept. 2019 Animal Sheltering	192.00
PUGET SOUND ENERGY	43615	10/18/2019	City Hall Electricity	2,072.77
QUALITY BUSINESS SYSTEMS INC.	43616	10/18/2019	1st Floor Photocopier Charges	1,744.16
QUALITY WATER FINANCIAL	43617	10/18/2019	Incubator/Public Works Water Filters	131.90
RED BARN ENGINEERING, INC.	43618	10/18/2019	9/30-10/11/19 Engineering Consulting	1,930.50
REPUBLIC SERVICES	43619	10/18/2019	Sept 2019 Rhododendron Park & City Hall Solid Waste	1,192.16
SARAH ROBERTS	43620	10/18/2019	Sept. 2019 Prosecution Services	11,562.97
SCORE	43621	10/18/2019	Sept. 2019 Jail Housing	34,568.72
SEATTLE TIMES	43622	10/18/2019	Legal Notice	99.25
SHANNON & WILSON, INC.	43623	10/18/2019	Kenmore SMP/Critical Areas Update	1,416.75
SHRED IT USA LLC	43624	10/18/2019	Document Shredding Services	80.35
STANTON, ANN	43625	10/18/2019	Capital Projects & PROS Plan Consulting	2,213.75
STAPLES ADVANTAGE	43626	10/18/2019	City Hall & Hangar Maintenance Supplies	367.19
TOTAL LANDSCAPE CORP	43627	10/18/2019	Sept. 219 Parks Landscape Maintenance	4,510.00
TOWN CENTER HARDWARE	43628	10/18/2019	Public Work Tools & Equipment	200.05
TRUGREEN	43629	10/18/2019	Moorlands Field Lawn Service	605.00
TRUONG, TRUC	43630	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	1,025.00
UPS STORE KENMORE	43631	10/18/2019	September 2019 Photocopying Services	3.87
UTILITIES UNDERGROUND LOCATION CTR	43632	10/18/2019	Sept. 2019 Utility Locates	237.36
VERIZON WIRELESS	43633	10/18/2019	Staff Cell Phones & Data Plan	263.51
WANG, ZHANHUI	43634	10/18/2019	Juanita Dr Ped/Bike Temp. Const. Easement	2,475.00
OLSON BROTHERS PRO VAC	43635	10/18/2019	9/30/19 Vactoring Services	1,914.17
DRS 457	DFT0000502	10/11/2019	DRS 457 Deferred Comp	244.53
DRS 457	DFT0000503	10/11/2019	DRS 457 Deferred Comp	650.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000504	10/11/2019	Public Employees Retirement	2,171.83
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000505	10/11/2019	Public Employees Retirement	22,551.43
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000506	10/11/2019	Public Employees Retirement	1,094.57
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000507	10/11/2019	Public Employees Retirement	158.48
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000508	10/11/2019	Public Employees Retirement	930.72
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000509	10/11/2019	Public Employees Retirement	2,763.53
NAVIA	DFT0000510	10/11/2019	Employee Flexible Spending Account	368.15
BANK OF AMERICA 941	DFT0000511	10/11/2019	Social Security & Federal Withholding Taxes	17,614.90
Payroll	Direct Deposit	10/11/2019	Payroll	102,387.04
			Total	<u>570,810.14</u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	550.00
0014	AMERICAN PLANNING ASSOCIATION	1,818.00
0022	ASSOCIATION OF WA CITIES	44,800.00
0024	BAKER, DAVID	2,523.66
0037	BASTYR UNIVERSITY	62,325.00
0050	BRUCE C ALLEN & ASSOC INC	15,550.00
0054	BULGER SAFE & LOCK, INC.	7,303.37
0064	CASCADE PEST CONTROL	1,287.00
0067	CENTER FOR HUMAN SERVICES	5,250.00
0076	CITY OF BELLEVUE	120,153.21
0081	CITY OF KENMORE	600.00
0083	CITY OF LAKE FOREST PARK	120,373.83
0092	CODE PUBLISHING COMPANY	1,503.77
0099	CONSOLIDATED PRESS	11,154.13
0106	CROWN PRODUCTS LLC	1,970.20
0109	DAILY JOURNAL OF COMMERCE	1,998.90
0111	DEPARTMENT OF ECOLOGY	11,948.00
0121	REPUBLIC SERVICES	15,111.67
0130	EMPLOYMENT SECURITY DEPT	10,952.69
0134	EVERGREEN PRINT SOLUTIONS	215.06
0137	FERGUSON ENTERPRISES INC #3011	17,711.27
0145	FRUHLING SAND & TOPSOIL	9,033.20
0147	FUN RENTALS	902.25
0151	CALPORTLAND COMPANY	2,700.77
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	11,774.80
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	206,829.84
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,400.00
0197	JET CITY PRINTING	3,013.73
0201	KCDA PURCHASING COOP	2,377.06
0204	KENMORE COMMUNITY CLUB	470.00
0205	KENMORE HERITAGE SOCIETY	950.00
0206	KENMORE MIDDLE SCHOOL	8,000.00
0212	KING COUNTY FINANCE W.L.R.D.	7,936.00
0213	KING COUNTY ANIMAL SVCS	3,618.00
0216	KING COUNTY REAL ESTATE SVCS	2,500.00
0217	KING COUNTY DISTRICT COURT	62,196.00
0218	KING COUNTY FINANCE	4,636.79
0219	KING COUNTY FINANCE	249,942.44
0224	SOUND PUBLISHING, INC.	4,519.65
0229	KING COUNTY OFFICE OF FINANCE	6,096.61
0230	KING COUNTY RADIO COMM SERVICES	900.90
0233	KING COUNTY SHERIFF	2,361,317.46
0235	KING COUNTY TREASURY	31,017.97
0251	LIGHTHOUSE CONSULTING INC	64,233.22
0260	MEEHAN, NANCY	618.93
0261	PENDLETON CONSULTING LLC	4,046.80
0265	MORGAN SOUND INC	2,146.10
0267	MR. T'S TROPHIES	255.43
0280	NEOPOST USA INC.	197.99
0285	NORTHSHORE FIRE DEPT	2,360.00
0286	NORTHSHORE SCHOOL DISTRICT	52,865.00

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

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For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0287	NORTHSHORE SENIOR CENTER	29,300.00
0288	NORTHSHORE UTILITY DIST	184,715.01
0289	NORTHSHORE YMCA	4,125.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00
0292	HONEY BUCKET	5,825.42
0299	PERSONAL BEST	118.27
0300	OFFICE DEPOT	8,570.64
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	21,282.00
0310	PACIFIC TOPSOILS	9,214.46
0314	PETTY CASH CUSTODIAN	765.66
0327	PUGET SOUND CLEAN AIR AGENCY	18,505.00
0328	PUGET SOUND ENERGY	132,054.57
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	9,002.00
0345	SEATTLE TIMES	11,447.88
0350	SIGN UP, SIGN CO, INC	1,342.00
0355	STAPLES ADVANTAGE	13,619.95
0356	STATE AUDITOR'S OFFICE	25,445.58
0357	STEWART MACNICHOLS HARMELL, INC.	45,000.00
0359	SOUND CITIES ASSOC	15,017.45
0365	TOTAL LANDSCAPE CORP	82,436.55
0370	UNITED RENTALS NW, INC	1,115.05
0371	UNITED STATES POSTMASTER	5,424.84
0375	US POSTAL SERVICE (HASLER)	3,779.16
0385	WA ASSOC OF BUILDING OFFICIALS	125.00
0386	WA ASSOC OF CODE ENFORCEMENT	40.00
0387	WA CITIES INSURANCE AUTHORITY	290,060.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	315.00
0401	WA STATE DEPT OF TRANSPORTATION	14,513.97
0405	WASHINGTON STATE OFFICE CASH MGMT	1,719.50
0412	COLUMBIA RIDGE LANDFILL	17,655.58
0416	WETLANDS & WOODLANDS INC	5,073.20
0419	WONDERLAND DEVELOPMENT	750.00
0424	ICMA RETIREMENT TRUST 457 / 304745	107,899.98
0425	DRS 457	18,319.21
0426	AFLAC	2,943.90
0428	BANK OF AMERICA 941	372,126.73
0429	AWC EMPLOYEE BENEFITS	512,983.74
0431	DEPARTMENT OF RETIREMENT SYSTEMS	595,438.29
0432	DEPARTMENT OF LABOR AND INDUSTRIES	41,398.34
0434	UNITED WAY OF KING COUNTY	1,528.50
0436	NATIONAL LIFE OF VERMONT	1,108.53
0441	DANSOUND INC	8,400.00
0448	UPS STORE KENMORE	147.34
0450	AURORA RENTS	10,103.83
0473	ARTS OF KENMORE	3,032.54
0480	WASHINGTON TREE SERVICE INC	1,606.00
0484	CITY WIDE FENCE COMPANY, INC	28,765.00
0497	DAY WIRELESS SYSTEMS	1,176.72
0501	MACLEOD RECKORD	5,783.82
0510	AA ASPHALTING, INC	8,343.52
0515	NATIONAL LEAGUE OF CITIES	1,533.67
0542	AMERICAN SOCIETY OF COMPOSERS	362.64
0550	KING COUNTY RECORDER'S OFFICE	234.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	7,580.00
0575	FUNRENT	250.00
0586	MAIL FINANCE	2,128.50
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00

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Vendor	Name	Volume
0594	RANDALL, BRIAN	1,611.37
0610	WA STATE DEPT OF TRANSPORTATION	5,591.58
0617	KING COUNTY FINANCE	1,950.00
0639	KONICA MINOLTA BUSINESS SOLUTIONS	659.38
0641	TELESYSTEMS WEST	761.75
0685	PACE ENGINEERS, INC.	208,708.86
0689	DIGITAL REPROGRAPHICS SERVICES INC.	1,109.04
0690	BUILDERS EXCHANGE OF WASHINGTON INC	681.60
0692	HDR ENGINEERING, INC	572,452.61
0696	AMERICAN GENERAL LIFE GPO/400S	3,044.64
0699	BANNER BANK DB	6,114.58
0743	BANNER BANK NO	9,333.29
0764	OUSLEY, NANCY	1,511.77
0781	QUALITY BUSINESS SYSTEMS INC.	9,893.12
0788	CURTIS, DR. MILTON	193.68
0791	NORTHSHORE ROTARY CLUB	498.00
0800	BANNER BANK JG	11,555.69
0817	GRAINGER	13,168.50
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0834	BANNER BANK KENMORE	26,081.78
0837	INGLEWOOD GOLF COURSE	5,755.20
0851	EVER MARK, LLC	3,364.29
0852	GREGORY, JOANNE	385.18
0858	A+ CONFERENCING	251.98
0864	COLUMBIA FORD	274,070.97
0868	JAYMARC AV	646.25
0869	BANNER BANK JGORDON	24,789.64
0892	JACOBS ENGINEERING GROUP	174,243.43
0898	ZONAR SYSTEMS	527.73
0899	SHRED IT USA LLC	841.63
0912	ALCALDE & FAY	45,499.49
0913	KENMORE ELEMENTARY PTA	2,500.00
0937	ZUMAR	10,870.07
0964	J&K ASSOCIATES	28,263.40
0981	COMCAST BUSINESS	18,699.28
0983	PASSPORT TRAVEL AND TOURS	208.60
0994	GORDON THOMAS HONEYWELL	36,083.67
1000	JRW ENTERPRISES	2,150.59
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	3,126.86
1032	SAWYER, RICHARD	217.80
1045	HORIZON DISTRIBUTORS INC	1,568.76
1047	SARAH ROBERTS	115,227.90
1052	FIRE PROTECTION, INC	10,313.31
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1114	PHSI PURE HEALTH SOLUTIONS INC.	909.81
1116	FRONTIER	10,623.61
1123	AM TEST, INC	2,250.00
1140	PAWS	2,676.00
1148	AGORA REFRESHMENTS	1,398.72
1161	INDEPENDENT STATIONERS	261.24
1168	SCHINDLER ELEVATOR CORPORATION	2,407.09
1177	WELLS FARGO FINANCIAL	1,859.19
1192	HOPKINS, CRAIG	307.98
1197	MILLER STEPHENS, MARY	11,250.00
1212	MCALLISTER, TERESA	19.62
1215	STATE OF FLORIDA DISBURSEMENT UNIT	5,775.00
1216	ADVANCE TESTING & SERVICE INC	1,512.00

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1222	OLSON BROTHERS PRO VAC	7,581.92
1248	KENMORE AIR	3,037.40
1258	SESAC	470.85
1267	AUTOMATED CONTROLS	5,190.68
1269	KAMINS CONSTRUCTION INC.	524,109.50
1299	VERIZON WIRELESS	2,411.27
1304	HAMPSON, BRYAN	217.72
1309	BANNER BANK BAKER	9,062.46
1311	WASHINGTON STATE PATROL	6,130.48
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	4,800.00
1326	JOYCE ZIKER PARKINSON	450.00
1331	KBA INC.	29,164.09
1333	WELWEST CONSTRUCTION INC.	522,618.92
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	750.00
1345	SHERWIN WILLIAMS CO. #8099	291.11
1356	KARLINSEY, ROB	994.00
1357	KENMORE COMMERCIAL LLC	33,670.40
1358	ALPHAGRAPHS	1,465.44
1359	EVERGREEN FIRE AND SAFETY, INC.	96.80
1363	INNOVAC	4,182.65
1364	KINGS HEATING	529.20
1372	AAA PRINTING	1,398.72
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1390	UTILITIES UNDERGROUND LOCATION CTR	1,849.86
1402	NORTHWEST MARINE TRADE ASSOCIATION	460.00
1403	OSBORN CONSULTING INC.	88,524.49
1412	SKAGIT GARDENS	2,920.28
1420	SAUVE, GAYLEN	400.00
1425	FASTSIGNS	910.80
1431	BRIEN, GAYLYNN	450.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	506.00
1457	LANGUAGE LINE SERVICES, INC.	9.85
1459	FLEMINGS HOLIDAY LIGHTING LLC	5,739.02
1478	HERBIG, NIGEL	498.26
1482	HIGHWIRE	762.12
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	375.00
1500	MARINE FLOATS CORPORATION	5,867.08
1504	SCORE	341,333.67
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	THE EVP GROUP	46,513.81
1555	LINCOLN NATIONAL LIFE INSURANCE	11,236.67
1577	MUMMA, RYAN	529.43
1580	NORTHWEST TROPHY	461.03
1581	STARDOM SERVICES, INC.	4,995.00
1584	STUDIO 3 SIGNS	330.30
1590	HERMANSON COMPANY, LLP	401.59
1591	ULINE	2,642.59
1596	NW ENVIRONMENTAL TRAINING CENTER	3,225.00
1605	ALL CITY FENCE CO.	14,412.20
1606	GALLATIN PUBLIC AFFAIRS	35,000.00
1629	WESTERN DISPLAY FIREWORKS, LTD.	18,000.00
1647	MASTEC NETWORK SOLUTIONS	1,523.55
1657	STEWART TITLE COMPANY	958.13
1661	WHITEMAN, TELA	903.93
1673	KPFF CONSULTING ENGINEERS	449,214.75

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1678	VICENTE, JOHN	2,485.00
1686	GRAHAM BABA ARCHITECTS	1,222.50
1689	MOTT MACDONALD GROUP, INC.	317,929.54
1690	SITTS & HILL ENGINEERS, INC.	5,730.00
1693	SKYWARD CONSTRUCTION	33,000.00
1698	WRIGHT, MARCI	1,000.00
1704	BANNER BANK RK	9,992.17
1711	SOFTWAREONE, INC.	11,052.93
1715	THE WIDE FORMAT COMPANY	649.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1731	NORTHWEST ARBORICULTURE LLC	9,707.28
1738	MUNIMANAGE, LLC	78,045.00
1759	CORT PARTY RENTAL	55.00
1762	BAKER, BRIDGIT	1,503.99
1774	OWEN EQUIPMENT COMPANY	1,305.30
1782	SWANK MOTION PICTURES, INC.	2,213.20
1785	ECOSS	4,808.94
1786	TYLER TECHNOLOGIES, INC.	17,853.40
1787	M M COMFORT SYSTEMS	36.75
1789	BLUEBEAM, INC.	493.90
1791	PROFFITT, QUINN	234.57
1793	QUINN, JANET	133.48
1798	OLBRECHTS & ASSOCIATES, PLLC	4,488.00
1811	CAMPBELL SCIENTIFIC	624.00
1814	YSI INCORPORATED, A XYLEM BRAND	2,885.98
1816	NAVIA	21,481.15
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	6,676.38
1829	SHI INTERNATIONAL CORP.	882.20
1832	EASTSIDE HOMES, INC.	1,670.10
1835	INC4INC, INC.	11,500.00
1846	AWCPD	100.00
1852	STANTON, ANN	2,213.75
1853	HALO BRANDED SOLUTIONS	395.54
1855	OFFICE DEPOT	12.31
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,260.90
1867	TACK PHOTOGRAPHY	400.00
1879	HOLMBERG COMPANY	3,628.70
1885	NATIONAL BARRICADE CO., LLC	1,950.19
1889	WILLIAMS, KASTNER & GIBBS PLLC	27,771.44
1892	HEARTH MUSIC	3,850.00
1900	ASPECT CONSULTING LLC	1,749.54
1901	NORTH COAST ELECTRIC COMPANY	157.91
1913	GRAND EVENT RENTALS	3,039.02
1914	MCNAMARA SIGNS	440.40
1927	GAMETIME	6,225.01
1930	T MOBILE USA, INC.	6,699.12
1932	U.S. BANK N.A. / CUSTODY	268.00
1933	VALLEY, CHRIS & BETH	7,500.00
1936	SUPERION, LLC	19,823.55
1939	ARCHIVESOCIAL, INC.	2,388.00
1944	OHNO CONSTRUCTION	5,454.03
1945	GLASS MASTERS LLC	4,465.00
1946	FALL PROZ INC	896.50
1947	MCMILLAN, RANDY	500.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	1,390.00
1955	HUIZENGA ENTERPRISES, LLC	5,857.22
1960	WALTER E. NELSON CO.	1,233.87
1962	BANNER BANK SKROGH	2,516.75

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1964	EARTHWORKS	47,225.50
1970	CROSSROAD SIGN	2,074.60
1978	GOVDELIVERY, LLC	33,005.91
1979	MSPT XXII, LLC	10,954.00
1980	HRA VEBa TRUST	32,640.87
1981	U.S. BANK	600.00
1985	CONTRACT LAND STAFF LLC	23,270.60
1991	WASHINGTON STATE TREASURER	7,059.00
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	220.00
1998	JOHNSTON GROUP, LLC	23,320.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	59,397.00
2007	HYDROPOINT DATA SYSTEMS, INC.	1,027.30
2009	O'CONNOR CONSULTING GROUP, LLC	9,000.00
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	55,391.12
2019	EMERALD CITY STATEWIDE	727.10
2021	GEOTERRA, INC.	9,220.00
2024	DFR LAW GROUP, LLC	1,800.00
2028	PRIDE ELECTRIC INC.	1,573.00
2048	SMS CLEANING, INC.	54,062.75
2054	BLUE FLAME HEATING, AIR & ELECTRIC	264.60
2063	French Touchup LLC	6,929.00
2064	Bud Clary Dodge/Chevrolet	66,956.52
2065	AMY LUCK	200.00
2073	HOOPSMILES	275.00
2078	WA RECREATION & PARK ASSOC.	85.00
2081	SHANNON & WILSON, INC.	57,900.95
2095	TRANSPO GROUP USA INC.	85.00
2097	ROBINSON AND NOBLE, INC.	2,850.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2114	NC Machinery	112,126.05
2126	SCHWARZWALTER, MARK	54.68
2128	SUNDANCE ENERGY SERVICES	766.27
2129	CHELIN, KELLY	203.19
2130	CGINI	4,925.00
2132	FUELCARE	660.00
2135	AMERICAN SOLUTIONS FOR BUSINESS	1,224.64
2138	HORVATH, PETER	300.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	336,569.51
2144	MODUS TECHNOLOGY, INC.	2,996.58
2147	SOD SPOT LLC	20,700.00
2148	Town and Country Fence Inc.	2,337.51
2157	SOUND SAFETY PRODUCTS CO.	2,025.74
2159	TRAILER BOSS	8,181.90
2160	ALLWEST UNDERGROUND INC.	1,980.60
2161	BENNETT GOLD, TOBIN	567.17
2162	ESWO, LLC	15,000.00
2163	CORNERSTONE ARCHITECTUAL GROUP	13,160.00
2164	RANKIN, BRUCE	418.95
2166	BARKER MARTIN, P.S.	9,505.50
2167	APWA/WA CHAPTER	1,500.00
2168	FRED PRYOR SEMINARS	149.00
2169	ETC INSTITUTE	18,750.00
2171	BELRED ENERGY SOLUTIONS	329.28
2172	TCF ARCHITECTURE	2,500.00
2173	TRI COUNTY LAND SURVEYING	3,800.00

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2174	TUCKER, NATHAN	300.00
2175	ELECTRONIC BUSINESS MACHINES	2,093.38
2176	CANON FINANCIAL SERVICES, INC.	2,126.72
2177	ELYSIUM DEVELOPMENT, LLC	7,500.00
2178	STRIPE A LOT	2,822.88
2179	NC CAT RENTAL	3,553.00
2180	BUNTTING INC.	131,302.62
2181	CONNER HOMES AT SOLIRE LLC	187,241.00
2182	CUZ CONCRETE PRODUCTS	909.13
2183	SISKUN POWER EQUIPMENT	8,802.18
2184	DIVERSIFICATION INC.	2,310.00
2185	CRIMINAL JUSTICE TRAINING COMMISSION	1,450.00
2187	CORAL SALES CO.	9,553.50
2188	DIJULIO DISPLAYS, INC	5,174.98
2189	OFFICE TEAM	31,954.56
2190	PACIFIC INDUSTRIAL SUPPLY	984.39
2192	STEWART TITLE	103,308.00
2193	FENCING COMPANY, LLC	1,265.00
2194	CONFLUENCE ENVIRONMENTAL COMPANY	10,470.00
2195	CITY SOURCED	3,600.00
2196	Engaged Public	6,500.00
2197	BEST PARKING LOT CLEANING INC.	13,371.60
2198	CITY OF BOTHELL	50,000.00
2199	HALALILO, PAULA	34.56
2200	CHASE WALKER	209.75
2201	WA CHAPTER AMERICAN SOCIETY OF LANDSCAPE ARC	75.00
2202	ROGER WIGGINS	7,500.00
2203	KENMORE CLEANERS	36.30
2204	KING COUNTY	200.00
2205	MUNICIPAL MANAGEMENT SERVICES	5,000.00
2206	CHECK RIDE	6,900.00
2207	APA Washington	100.00
2208	FLUENT LANGUAGE SOLUTIONS	395.59
2209	MORUP SIGNS, INC.	913.02
2210	PACWEST MACHINERY	300.00
2211	PRECISION FUEL SOLUTIONS	1,452.00
2212	WEDENIG, MARK	7,500.00
2213	HELEN C. FORBES FAMILY TRUST	1,623.30
2214	CAROLYN LAW	2,525.00
2215	INTERSECTION MEDIA, LLC	1,000.00
2216	SEVERSON, ROBERT	13,732.35
2217	TOURNESOL SITEWORKS, LLC	473.02
2218	NORTH CREEK ROOFING, INC.	215.45
2219	C.R. CONTRACTING	105,800.00
2220	SAFETY SOURCE LLC	2,765.00
2221	O'REILLY/FIRST CALL	180.84
2222	GRADE, INC.	232,638.40
2223	JAIN, VAIBHAV	250.00
2224	BROWN, STEPHANIE	385.85
2225	THE COLOR GROUP, INC.	563.31
2226	QUANTUM HOMES	47,510.50
2227	EARTHCORPS	18,108.75
2229	ALIA PRODUCTIONS	2,000.00
2230	COMPASS NORTHWEST, INC	30,800.00
2231	A WORKSAFE SERVICE, INC	110.00
2232	DANNY BARNES INC.	1,500.00
2233	GARY HALEAMAU	2,425.00
2234	BRETT BENTON	250.00

X. A. Total Check #s 43550 through 43635 in the amount of \$419,874.96. T...

Vendor Purchasing Report

For Date Range 01/01/2019 - 10/18/2019

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2235	CEDRIC BURNSIDE	2,350.00
2236	COMCAST	10,454.57
2237	CREATIVE HOUSE BRANDING	1,031.17
2238	EVENT EXPERIENCE	500.00
2239	THE STORYMAKERS	1,125.00
2240	TAMAR LLANA & VENTANAS	1,900.00
2241	VIBE INC.	3,517.94
2242	MARY'S PLACE	7,333.00
2244	NGSSA	132.00
2245	JULIET HOWARD	1,250.00
2246	LYDIA RAMSEY	250.00
2247	EMERALD PAVING, INC	5,544.00
2248	INTERNATIONAL PUBLIC MGT ASSOC FOR HUMAN RES	149.00
2249	KING COUNTY BAR ASSOCIATION	750.00
2250	NAMI EASTSIDE	500.00
2252	TRUGREEN	1,210.00
2253	CHANCERY CIVIC LLC	8,160.00
2254	U.S. BANK PURCHASE CARDS	9,807.09
2255	ANNA ARNOTT	114.25
2256	FLYNN BEC LP	3,014.00
2257	ALTATERRA CONSULTING LLC	3,200.00
2258	STRONG TOWNS	300.00
2259	MINUTEMAN PRESS	7,567.46
2260	WESTERN ENGINEERS & SURVEYORS	225.75
2261	NEDOROSCIK, TAMMORA	42.83
2262	DILIGENT CORPORATION	6,160.00
2263	INTOXIMETERS, INC.	992.75
2264	SWOFFORD EXCAVATING	50,906.06
2265	TURNING CIRCLES LLC	60.00
2266	WA STATE PARKS & RECREATION COMMISSION	4,271.25
2267	THE PAPE GROUP	3,313.71
2269	HERC RENTALS INC.	3,987.53
2270	LAKESIDE INDUSTRIES	914.10
2271	HENLEY USA	22,483.30
2272	BIELENBERG, TERRI	76.43
2273	CROWN CASTLE	52.48
2275	HINES, KATHERINE	250.00
2276	IMAGE CRANE SERVICE	610.50
2277	KB FASTPITCH	250.00
2278	NOLAND, JIM	7,500.00
2279	PEARCE, COLLEEN	250.00
2281	SOUND SLEEP HEALTH	359.10
2282	STEVE BURNSTEAD CONSTRUCTION, LLC	7,500.00
2283	VSS INTERNATIONAL INC.	459,378.32
2284	ENVIROTECH	6,687.16
2285	QUALITY WATER FINANCIAL	131.90
2286	MCKINSTRY	847.00
2287	KING COUNTY PROSECUTING ATTORNEYS OFFICE	100.00
2288	NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION	350.00
2290	BURROWS, MOLLY	125.00
2291	WANG, ZHANHUI	2,475.00
2292	CIBRIAN, SAMUEL	1,650.00
2293	BRADY, CAMILLE MARIANNE	925.00
2294	TRUONG, TRUC	1,025.00
2295	ALL THINGS HR, LLC	1,085.00
2296	ELWAY RESEARCH, INC	7,500.00
Vendor Set Vendor Set 01 Total:		13,688,043.47

Subject/Topic:
2020 ILA Contract with South Correctional
Entity (SCORE) effective January 1, 2020

Department: Police

Initial & Date

Approved by City Manager: _____

Receive, approve signature and file South
Correctional Entity (SCORE) 2020 ILA
(renewal)

SCORE Correspondence dated July 31, 2019 and
SCORE contract renewal agreement to be
effective January 1, 2020

The contract renews annually by the executed amendments and provides for termination with 90 day notice.

Costs of jail services at SCORE were \$394,000 in 2018. The City's other resource for jail service is King County which has significantly higher daily booking and bed fees.

Effective and Efficient Services

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Kenmore a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means (refer to Section 18. Termination)

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

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

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

City of Kenmore, City Manager

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

City of Kenmore

18120 68th Ave NE

Kenmore, Wa. 98028

Attention: Executive Director Devon Schrum

Attention: City Manager Rob Karlinsey

Email: dschrum@scorejail.org

Email: rkarlinsey@kenmorewa.gov

Telephone: 206-257-6262

Telephone: (425)389-8900

Fax: 206-257-6310

Fax: (425)481-3236

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Name:

Title:

Title:

X. B. Authorize the City Manager to Execute the Interlocal Agreement wit...

Exhibit A
FEES AND CHARGES AND SERVICES**Daily Housing Rates:¹**

General Population – Guaranteed	\$128.00	Number of Beds: <u>9</u>
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. **Compliance**
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. **Monitoring**
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.
3. **Contract Agency may terminate this Agreement**
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. **The Contract Agency will terminate this Agreement**
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



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

<p>Subject/Topic: Squire's Landing Waterfront Access Project - Amendment No. 7 to Mott MacDonald Professional Services Contract 17-C1657 for Swamp Creek Mitigation and Design</p> <p>Proposed Council Action/Motion: Motion to authorize the City Manager to execute Amendment No. 7 of Contract 17-C1657 with Mott MacDonald in an amount up to \$67,373.</p>	<p>For Council Meeting Agenda of: November 12, 2019</p> <p>Department: Community Development</p> <p>Prepared by: Ann Stanton</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: <u>AS 10/21/19</u></p> <p>Approved by City Attorney:</p> <p>Approved by Finance Director: ✓ <u>[Signature] 10/31/19</u></p> <p>Approved by City Manager: <u>[Signature]</u></p> <p>Exhibits/Attachments: Attachment A:</p> <p>Amendment 7 Scope of Work and Fee Estimate</p>
<p><u>INFORMATION/BACKGROUND:</u></p> <p>Staff requests City Council authorization to execute Amendment No. 7 of Contract 17-C1657 with Mott MacDonald, in an amount of \$67,373. With amendment #7 the total contract amount will be \$1,126,581.40. This contract is for consultant services to develop Squire's Landing Park Waterfront and Mitigation CIP Project P-27.</p> <p>Proposed Walkways and Waterways projects for both Log Boom and Squire's Landing parks will require mitigation for work proposed in environmentally-critical wetlands, buffers and waterways. Log Boom Park does not have sufficient area to mitigate all of its project impacts within its own boundaries. Squire's Landing has sufficient area to support additional mitigation work. The mitigation design work will consist of habitat improvements along Swamp Creek for the purpose of offsetting impacts at both project sites. This phase of the project advances 30% design concepts developed in the regulatory permit application documents for both projects to a permit level design for a future grading permit application. A future phase would require an additional contract amendment for final design and bid ready set of documents.</p> <p>This combined mitigation work is referenced as "Swamp Creek Mitigation and Design." The mitigation work shall occur at Squire's Landing; therefore, design work for this mitigation is recommended to be contracted for through this amendment (No. 7) to Mott MacDonald's contract for Squire's Landing design services. Expenditures related to Log Boom Park mitigation requirements shall be tracked and charged to Log Boom CIP Project P-28.</p> <p><u>Contract 17-C1657:</u> Mott MacDonald was selected through RFQ 15-C1375 for Waterfront Access Improvements for Squire's Landing Park and Log Boom Park to provide for consulting services from concept plan through engineering support services during construction. On February 27, 2017, City Council authorized Contract 17-C1657, to advance the Squire's Landing Park project from conceptual design through preliminary design and environmental permitting (30%-complete design), and Contract 17-C1656 for equivalent services for Log Boom Park CIP Project P-28.</p>	

FISCAL CONSIDERATION:

On September 9th, 2019, the City Council adopted Ordinance No. 19-0497, authorizing the 6-Year Capital Improvement Plan ("CIP") for 2019-2024 including funding for Squires Landing Project P-27 in the amount of \$6,985,533 and Log Boom Park Project P-28 in the amount of \$3,122,535. The funding for both park project includes sufficient budget to accommodate the \$67,373 for Amendment #7 to the Mott MacDonald contract.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal #2. Implement the Walkways and Waterways Projects.

CITY OF KENMORE CONTRACT NO. 17-C1657
Squire's Landing Waterfront Access Project

AMENDMENT NO. 7

The following section of the Squire's Landing Waterfront Access Project contract dated March 15, 2017, between the City of Kenmore and Mott MacDonald 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 and prior amendments shall remain in full force and effect.

Section 1. Scope of Services to be performed by Consultant

The consultant shall perform the additional services described in the attached Exhibit A of Amendment No. 7.

Section 2. Compensation and Method of Payment

The contract agreement's not to exceed amount is modified from \$1,051,549.40 to the new contract amount of \$1,126,581.40. See the attached Fee Schedule for more details.

DATED this 12th day of November, 2019.

CONSULTANT:

CITY OF KENMORE:

BY: _____
Shane Phillips
Title: Principal Engineer

BY: _____
Rob Karlinsey
Title: City Manager

Address: Mott MacDonald
110 James Street, Suite 101
Edmonds, WA 98-20
Phone No.: (425) 778-6042
.



**City of Kenmore Park Improvement Project
Swamp Creek Mitigation Design - Permit Level Design Phase
Scope of Work & Fee Estimate**

**CONTRACT NO. 17-C1657
ADDENDUM NO. 7, EXHIBIT A**

INTRODUCTION

Development of the Squires Landing and Log Boom Waterfront Parks are planned to be constructed as part of the Walkways and Waterways Proposition 1. Mott MacDonald was selected under RFQ 15-C1375 to provide planning and design services for waterfront park development projects. Prior work (Phase 1 under Contract #17-C1657 & #17-C1656) was conducted to assist the City of Kenmore (the City) with planning, preliminary 30% design and regulatory permit application development (land use and environmental) for the mitigation improvements. The mitigation design work will consist of habitat improvements along Swamp Creek for the purpose of offsetting impacts at both project sites in accordance with the Mitigation Plan dated May 2019.

Phase 2 (this phase) and Phase 3 (future phase) of design is all work needed to advance the design concepts developed and described in the regulatory permit application documents (dated February and April 2019) from a 30% design level (prior Phase 1) to a bid ready set of Plans, Specifications and Estimates (PS&E). The work conducted in this scope will be Phase 2 and includes advancing the design from a 30% preliminary design to a permit level design for grading permit application submission. A future phase 3 would include development of PS&E, habitat and stewardship plan, and engineering support during construction. The following outlines those phases of work from preliminary through final design and bid ready set of PS&E:

- Phase 1 (prior phase work) – Preliminary Engineering (30%) & Regulatory Permitting. This phase was completed under contract #17-C1656 & #17-C1657.
- Phase 2 (This scope of work) – Permit Level Design (60% and 90% for Grading permits). Focus on this phase of developing a refined, permit ready engineering design from the 30% design concepts developed for environmental and land use regulatory process to greater level of detail prior to development of PS&E. The focus of the work is on assisting with the final selection of habitat improvements and details, plantings, and geometries for compliance with mitigation plan requirements and preparation for grading permit applications. Completion of work during this phase will be plans for submission to the City for grading permit applications.
- Phase 3 (Future phase of work) – Final 100% Engineering Design and engineering support during construction and habitat conservation and stewardship plan development. Focus is finalizing phase 2 permit level design into a final bid ready set of PS&E.

CONSULTANT TEAM ROLES & RESPONSIBILITIES

- Project Manager & Consultant Team (CT) Lead – Mott MacDonald.
- Mitigation & Restoration Civil Engineering Lead (cover sheet, excavation plans, Site Use & TESC plans) – Mott MacDonald.
- Landscape Architecture (planting plans, habitat feature details) - J.A. Brennan.

City of Kenmore
10/04/2019

Swamp Creek Mitigation – Permit Level Design

1



- Regulatory Permitting & Habitat (Ongoing support for environmental regulatory permitting and design assistance with mitigation, Habitat Conservation & Stewardship Plan Lead) – Confluence Environmental.

GENERAL ASSUMPTIONS

- Design Concept. No major changes are anticipated for the mitigation design from that shown in the Mitigation Plan and JARPA plans.
- Data Collection. No new data collection for the mitigation design work.
- RCO Restoration Project. The design team anticipates coordination and review of the RCO 14-1333 restoration area by others. Up to 6 hours of preparation and planning for meetings are included.
- Final Design Phase. The work is assumed to occur in the following manner.
 - Phase 2 Permit Level Design phase will be based on 90% design documents.
 - Phase 3 Final Design Phase (Final PS&E). Development of final PS&E will occur in a future phase and is not part of the current phase of work.
- Deliverables. All plans will be provided in ACAD DWG and Adobe PDF formats. All reports, technical memorandums, and presentations will be provided in Adobe PDF and MS Word formats. All cost estimates will be provided in Adobe PDF and MS Excel format.

SCOPE OF WORK

Task 2 – Permit Level Design (60% - 90% grading permit ready)

- Task 2.1 – Permit Level Design Development
 - Scope:
 - Site Assessment. Team to visit the site with City to walk through preliminary plans and discuss details of proposed mitigation features relative to current conditions at the start of the work; in the field kickoff meeting.
 - Basis of Design. Update Squire's Landing memorandum from prior phase for permit design and incorporate decisions from site assessment and design refinements.
 - Plans. Develop design plans in full size City format required for Permit Submission such as the following:
 - Cover sheet, existing conditions plan, survey control plan, site layout/grading plan, planting plan, limited irrigation design, TESC plan, and associated typical sections and details appropriate to a 90% permit level design.
 - Provide one interim plans submittal 60% Site Plan to solicit input and comments from the City. 60% Draft to occur after or in combination with completion of site assessment and constructability assessment work and associated meetings.
 - Develop Specification Outline. Focus on development of key special provision sections and those that may require special attention due to nature of work relative to WSDOT standard specifications.
 - Develop updated cost estimate in format for bid sheet with bid item terms.

Deliverables:

- Site Assessment & Kickoff Meeting Notes.

City of Kenmore
10/04/2019

Swamp Creek Mitigation – Permit Level Design
2



- Basis of Design (updated from 30% design) at 60% submittal. Section of the Squire's Landing Basis of Design.
- 60% Plans Update Submittal with Cost Estimate.
 - Planting plan (JAB) assumes 2 sheets at scale
 - Irrigation plan for this area of the project site is not included in this scope of work.
- 90% Plans for Building Permit submittal, specification outline, cost estimate with Squires Landing Park documents.

Assumptions.

- Reviews. Assumed 1 round of review for each submittal. Permit submittal for mitigation area to occur with Squires Landing permit submittal package.

- Task 2.2 – Meetings.

- Scope.

- City Design and Review Meetings.
 - Design progress meeting – (2) via skype.
 - Agency Meeting.
 - Comment response meeting – (1) via skype/conference call (Corps, WDFW, Muckleshoot Indian Tribe, Ecology, and City).

- Deliverables.

- Meeting minutes and notes in MS Word format.

- Assumptions.

- Stakeholder Coordination. Coordination and support for stakeholders not included.

- Task 2.3 – Regulatory Permitting Support

- Scope.

- Engineering & Grading Permit Application Submission Assistance. Develop permit application documentation as part of the Squire's Landing Park work, assist with packaging up documents for City project manager to submit to City for permit review. Minimal additional hours focused on the mitigation work.
 - Land Use/Environmental Permitting Assistance. The following support will be provided for permits submitted during phase 1 of the project.
 - Communication with Regulatory Agencies and Tribes. Provide periodic communication via email and phone with regulatory agencies and the Muckleshoot Indian Tribe to check on status of mitigation plan review and gather input from agencies for input to the mitigation design finalization. Include City PM in communication process with regulatory agencies.

- Meetings. Assume 1 skype meetings of 1-hour duration will be required during the execution of the task.

- Deliverables.

- Memorandum, response letters, meeting notes and revised plans as needed based on the permit application review process.



- Assumptions
 - Land Use/Environmental Regulatory Permitting. Regulatory support focuses on environmental and land use permitting process initiated in phase 1 for Squire's Landing with a focus on responses to agency comments and providing ongoing support after submission of permit application documents. Minimal additional hours are included with a focus on the mitigation work.
 - Land Use/Environmental Permit Document Revisions. Assumed to be part of the Squire's Landing work.
 - Grading Permits. Post submission support for grading permit processes is assumed to be provided as part of the future Phase 3 work.
- Task 2.4 –Project Management
 - Provide ongoing coordination with the City and management of the project tasks for the consultant team in order to provide and effective and efficient distribution of project information to ensure the project remains on schedule. Provide monthly reporting, subcontracting, review and coordinate subconsultant work and invoices, and coordinate invoicing and changes in scope with subconsultants.
 - Deliverables.
 - Weekly updates (email and teleconference) to City staff.
 - Monthly Progress Reports.
 - Meeting Minutes.

SCHEDULE

The following is the anticipated schedule for the work which the scope of services is based upon.

- Task 2.1 – Total duration estimated to be 5 months from NTP in coordination with the Squire's Landing work.
- Task 2.2 – Concurrent with task 2.1.
- Task 2.3 – Concurrent with task 2.1.
- Task 2.4 – Concurrent with task 2.1.

COSTS

The work will be conducted on a time and material basis with not to exceed amount of \$67,373. The total contract amount will increase from \$1,059,208.40 (at amendment #6) to a new contract amount of \$1,126,581.40. See Exhibit B for cost change summary.

[illegible]



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic: Public Hearing On Proposed Tax Levy for 2020</p> <p>Proposed Council Action/Motion: Public Hearing on Proposed Tax Levy Necessary to Meet Authorized Tax-Supported Estimated Expenses for the Year 2020. No Council Action is Required.</p>	<p>For Council Meeting Agenda of: November 12, 2019</p> <p>Department: Finance and Administration</p> <p>Prepared by: Joanne Gregory</p> <table style="width: 100%;"> <tr> <th style="text-align: left; width: 70%;"><u>Initial & Date</u></th> <th style="width: 30%;"></th> </tr> <tr> <td>Approved by Department Head:</td> <td><i>[Signature]</i> 10-31-19</td> </tr> <tr> <td>Approved by City Attorney:</td> <td></td> </tr> <tr> <td>Approved by Finance Director:</td> <td><i>[Signature]</i> 10-31-19</td> </tr> <tr> <td>Approved by City Manager:</td> <td><i>[Signature]</i></td> </tr> </table> <p>Exhibits/Attachments: Presentation to be uploaded by November 8, 2019.</p>	<u>Initial & Date</u>		Approved by Department Head:	<i>[Signature]</i> 10-31-19	Approved by City Attorney:		Approved by Finance Director:	<i>[Signature]</i> 10-31-19	Approved by City Manager:	<i>[Signature]</i>
<u>Initial & Date</u>											
Approved by Department Head:	<i>[Signature]</i> 10-31-19										
Approved by City Attorney:											
Approved by Finance Director:	<i>[Signature]</i> 10-31-19										
Approved by City Manager:	<i>[Signature]</i>										
<p><u>INFORMATION/BACKGROUND:</u></p> <p>A presentation and public hearing will be held November 12, 2019 regarding the proposed tax levy for 2020.</p>											
<p><u>FISCAL CONSIDERATION:</u></p> <p>Each year the City must set the tax levy for the ensuing year and hold a public hearing prior to approval of the levy. The City is allowed to increase its levy by the <u>lesser</u> of one (1) percent or the percentage increase in the July IPD (Implicit Price Deflator). The IPD this year is 1.396% (which is more than 1%). The state Department of Revenue (DOR) calculates the IPD using the most recent quarterly numbers reported by the federal Bureau of Economic Analysis (BEA). The IPD is a measure of inflation. Every month BEA publishes an estimate of the quarterly IPD numbers. These quarterly numbers are seasonally adjusted each year in July, and these seasonal numbers form the basis for the prior year IPD personal consumption expenditure number that is used by DOR to calculate inflation.</p> <p>For 2020, the Proposed 2019-2020 Biennial Budget includes a 3% increase in the levy (\$5,199,791) using banked tax capacity from years when the City Council did not raise the levy by the allowable 1%. The City's banked tax capacity is \$498,000.</p> <p>In 2019 the property tax levy was \$5,053,032. The County Assessor has only released preliminary assessed valuations and levy information at this time. Based on what has been received, the proposed property tax levy for 2020 is \$5,303,935 which includes the 3.0 % increase over 2019 (\$151,591), plus new construction which adds about \$99,313 (or 1.96%) to the tax rolls. Overall, the 3% levy compared to a 1% levy provides an additional \$101,061 to the City in 2020 and provides a compounding benefit for future years.</p> <p>The 3.0% increase in the property tax levy will not have a dramatic increase on the tax that a homeowner pays, especially in this era of rising home values. In fact, with the increase in assessed valuation for the entire City, the levy rate will decline from \$1.04 to about \$1.00 for each \$1,000 of assessed value. The City's preliminary assessed value is \$5,315,198,593, an increase of about 9.5% from 2019.</p>											

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If the City Council were to take a 1% increase, the city-wide levy would be \$5,202,875 and the probable levy rate would be about \$.98 per \$1,000 of assessed value. On a \$500,000 home in the City, the annual tax with a 1% levy increase and a rate of \$.98 would be \$490. The tax impact of a 3% levy and tax rate of \$1.00 would be \$500; an increase of \$10 per year.

If the City Council were to approve the increase of 3% to the levy for 2020, additional revenue of \$101,061 would be realized which will also provide a compounding revenue benefit in future levies. The City would continue to have “banked capacity” property tax remaining; estimated to be \$290,000 (pending confirmation from King County).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

City of Kenmore Public Hearing 2020 Property and Excess Tax Levies

City Council Meeting November 12, 2019

Other Key Dates...

Nov 18, 2019

- Review 2019-2020 Budget Amendments

Nov 25, 2019

- Public Hearing on 2019-2020 Budget Amendments
- Adopt 2019-2020 Budget Amendments
- Adopt 2020 Property Tax Levy Ordinance
- Adopt 2020 Excess Property Tax Levy Ordinance



Annually the City Council must set the Regular Tax Levy

Begin with
prior year
2019 levy of
\$5,053,032

Allowable
increase is
lower of 1%
or IPD
(Implicit
Price
Deflator)=
1.396%

1% Increase=
\$50,530

VS
3% Increase
= \$151,591
as budgeted

New
construction
adds \$99,313

2020
Proposed
Levy with 1%
Increase =
\$5,202,875

2020
Proposed
Levy with 3%
Increase =
\$5,303,935

Property
taxes
and
assessed
valuation

Levy with 3% Increase (As budgeted)

- **Proposed 2020 tax levy = \$5,303,935**
- **4.96% (\$250,904) increase over 2019 levy**
 - \$151,591 from 3% increase
 - \$99,313 from new construction
- **Total 2020 prelim Assessed Valuation (AV):**
 - \$5,315,198,593 including new construction
 - **9.5% increase in AV from 2019**
- **Tax rate projected at 1.00 per \$1,000 AV**
 - $5,303,935 / 5,315,198,593 * 1000 = 1.00$
 - (doesn't include voted bond levy)
 - decrease from 1.04 in 2019 (down 4 cents)

Property
taxes
and
assessed
valuation

Levy with 1% Increase

- 2020 tax levy = **\$5,202,875**
- 2.96% (\$149,843) increase over 2019 levy
 - \$50,530 from 1% increase
 - \$99,313 from new construction:
- Total 2020 prelim **Assessed Valuation (AV)**:
 - \$5,315,198,593 including new construction
 - 9.5% increase in **AV** from 2019
- Tax rate projected at **.98 per \$1,000 AV**
 - $5,202,875 / 5,315,198,593 * 1000 = .98$
 - (doesn't include voted bond levy)
 - decrease from 1.04 in 2019 (down 6 cents)

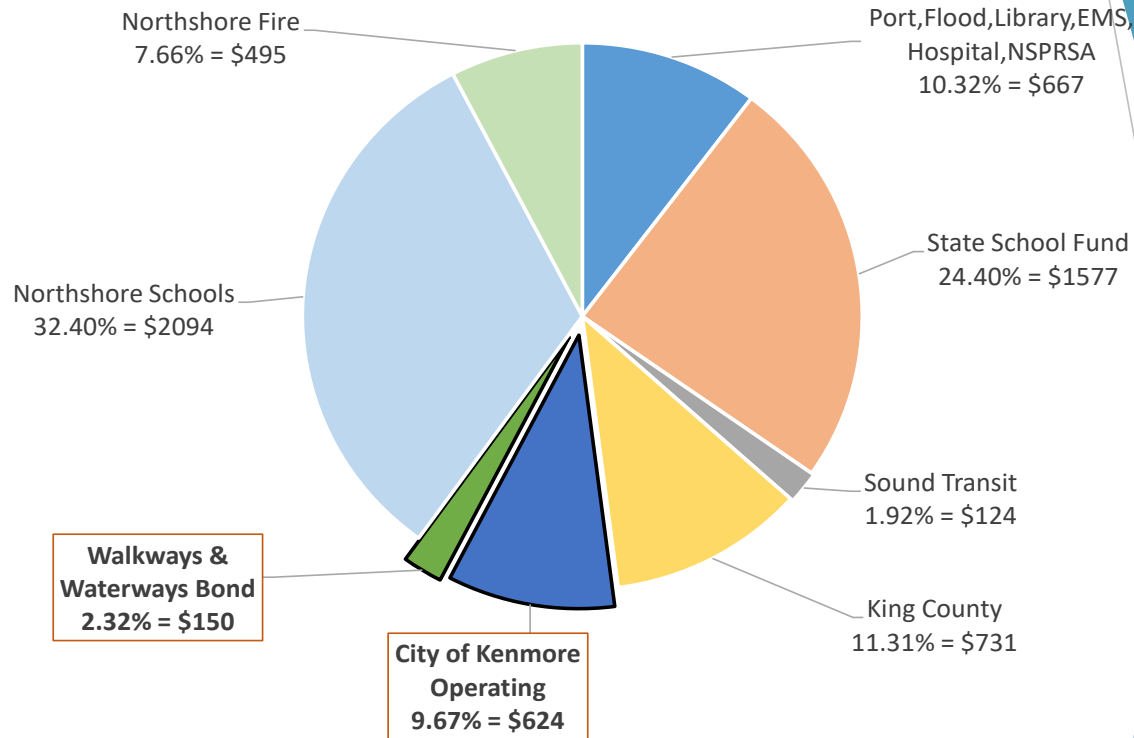
Tax Effect on Homeowner (City of Kenmore Taxes Only)



- Assume 2019 home at \$600,000
 - Taxed at 2019 rate of 1.04 = \$624
- Assume 2020 NO CHANGE in value of home at \$600,000
 - Taxed at 2020 rate of .98 (1% levy) = \$588 (\$36 Less than 2019)
 - Taxed at 2020 rate of 1.00 (3% levy) = \$600 (\$24 Less)
- Assume 9.5% increase in value of home to \$657,000
 - Taxed at 2020 rate of .98 (1% levy) = \$644 (\$20 More than 2019)
 - Taxed at 2020 rate of 1.00 (3% levy) = \$657 (\$33 More)



2019 Property Tax Distribution for a \$600,000 Home

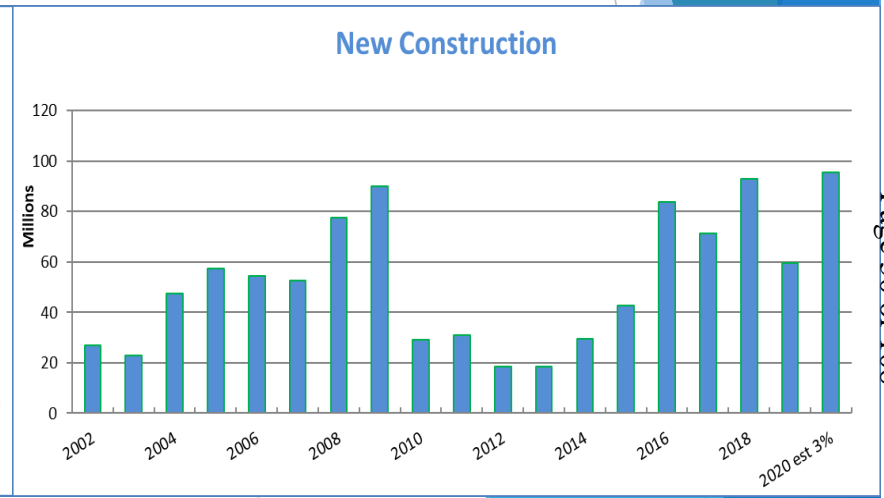
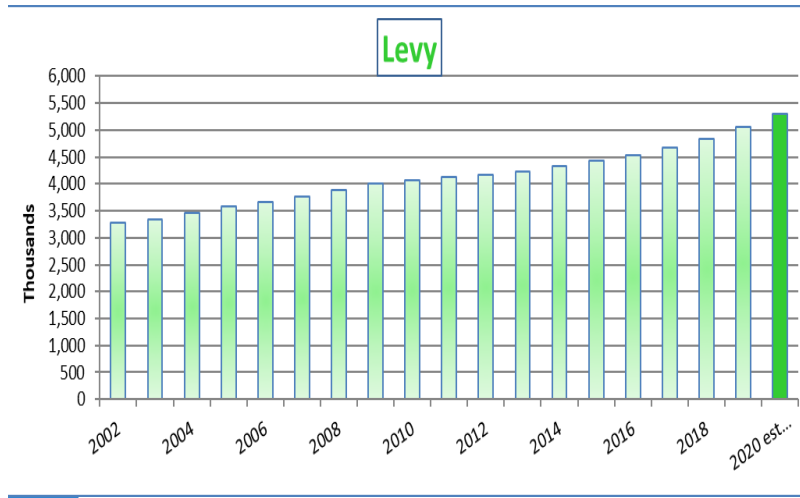
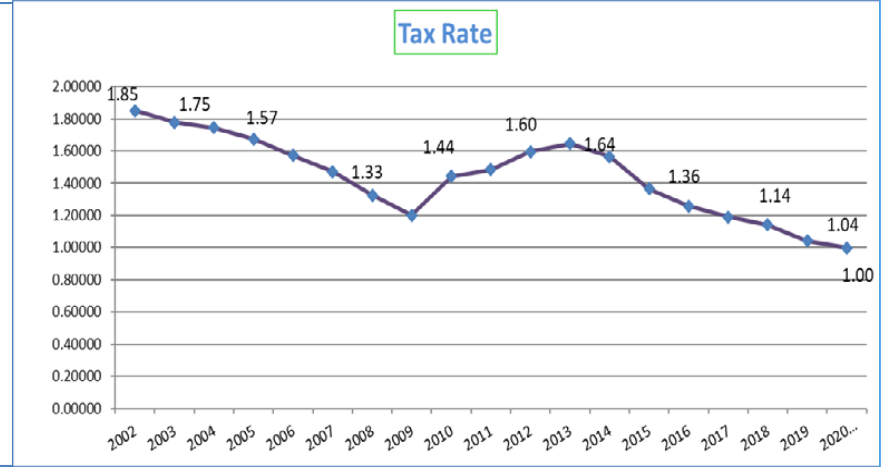
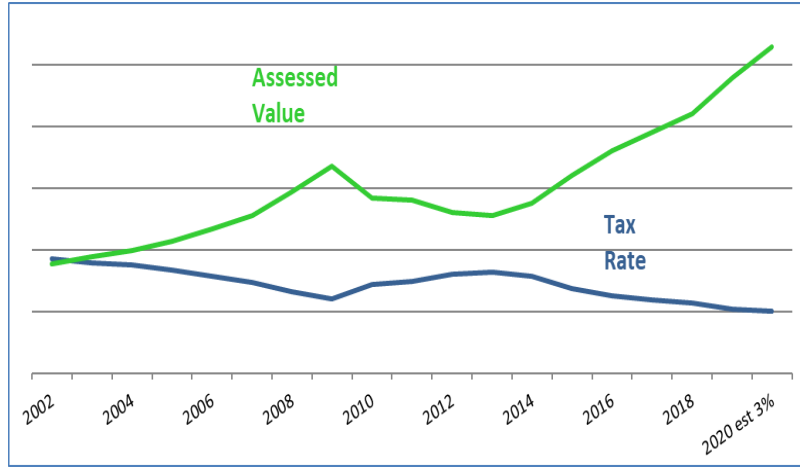


Estimated total tax bill of \$6,462

Percentages of total tax bill are based on tax rates for the various jurisdictions (total \$10.77/1000)



Property Tax Rates, AV, & New Construction 2002-2020 (w/3%)



Excess
Property
Tax Levy
for
Walkways
&
Waterways
Bonds

City of Kenmore, Washington

- **2016 Bonds:**
 - Tax payer voted bond receipts = \$9.7M
 - \$6,495,000 outstanding as of 12/31/2019
 - Debt Service Required for 2020 Payment = \$529,650
- **2019 Bonds \$10M:**
 - Debt Service Required for 2020 Payment = \$590,080
- Tax rate is projected at .21 per \$1,000 AV
 - $\$1,119,730 / 5,315,198,593 * 1000 = .21$

11/12/20
19

This concludes the presentation portion of the Public Hearing on the 2020 Property Tax Levies

The next actions will be



- **November 18:**
 - Review 2019-2020 Budget Amendments
- **November 25:**
 - Public Hearing on 2019-2020 Budget Amendments
 - Adopt 2019-2020 Budget Amendments
 - Adopt 2020 Property Tax Levy Ordinance
 - Adopt 2020 Excess Property Tax Levy Ordinance

THANK YOU!

Open for Questions and Public Comment

11

11/12/20
19

City of Kenmore, Washington



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic: Public hearing, Discussion, and Action to allow indoor storage as a temporary use for a one-year period for a property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi-Public, subject to conditions.</p> <p>Proposed Council Action/Motion: Motion to approve temporary use permit for indoor storage for a one-year period at real property located at 15036 70th Avenue NE, Kenmore, Washington, which is owned by the Northshore Fire District and zoned Public/Semi-Public, subject to conditions.</p>	<p>For Council Meeting Agenda of: <u>November 12, 2019</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Tela Whiteman, Permit Specialist</u></p> <p style="text-align: right;">Initial & Date</p> <p>Approved by Department Head: <u>SD 10/24/19</u></p> <p>Approved by City Attorney: <u>DR 10/24/19</u></p> <p>Approved by Finance Director: <u>✓</u></p> <p>Approved by City Manager: <u>[Signature] 10/21/19</u></p> <p>Exhibits/Attachments: Exhibit A: 2015 Approval letter with attachments; and Exhibit B: Correspondence with Eric Magnuson, Acting Fire Chief; Exhibit C: Vicinity Map.</p>
<p><u>INFORMATION/BACKGROUND:</u> The property located at 15036 70th Avenue NE Kenmore, WA 98028; King county parcel number 364910-0122 ("subject property") is zoned Public/Semi-Public ("PSP") and owned by the King County Fire District #16 ("Northshore Fire Department" or the "District"). The property contains an existing 1,842 square foot building and is often referred to as "the old fire station," because 25 years ago it was an operational fire station (Fire Station #54), staffed mostly by District volunteers. In 1994, the old fire station was vacated and thereafter the space was leased by nonprofits like the YMCA, for youth programs. When the YMCA terminated its lease with the District, the building sat vacant until May 2015 when the space was leased by Michael Klebeck for storage (prior to moving to the old fire station, Mr. Klebeck leased storage space from the city at Kenmore Village). Kenmore City Council ("Council") approved a temporary use permit to allow indoor storage from May 15, 2015 to May 14, 2016. Since then, the use has continued without renewal of the temporary use permit.</p> <p>The Kenmore Municipal Code (KMC) does not identify the indoor storage use as permitted, conditionally permitted or prohibited in the PSP zone (KMC 18.27.020). Since the code is silent on indoor storage use in the PSP zone, a temporary use permit is a mechanism by which the city may allow it, provided that the use can be made compatible for periods of limited duration. Per KMC 18.100.120, temporary use permits shall not exceed 90 days unless approved by City Council. A temporary use permit may be renewed for additional periods up to one year at Council's discretion, following a public hearing.</p> <p>The Northshore Fire Department has requested a one-year renewal of the temporary use permit (November 15, 2019 to November 15, 2020). The District continues to evaluate future use of the property and is committed to using the building in a way that is compatible with the surrounding residential area. The temporary use of the space ensures that property holding costs to the District are offset by revenue generated by the lease. In addition, the temporary use will ensure that the property grounds are well maintained.</p>	

The City and Northshore Fire Department recommend the following conditions for the temporary use permit:

- Storage is only permitted inside the structure;
- No alcohol or other hazardous materials shall be stored in the facility;
- The building shall be equipped with a monitored alarm system;
- The grounds shall be maintained at the current level of care; and
- Visits to the site for pick up and drop shall be infrequent (approximately once per week) and limited to daytime hours;
- The one-year renewal will be valid for November 15, 2019 to November 15, 2020.

Staff recommends approval as the requested temporary use permit meets the decision criteria of KMC 18.100.125.A-C, as the temporary use i) will not be materially detrimental to the public welfare; ii) is compatible with existing land uses in the immediate vicinity in terms of noise and house of operation; and iii) provides adequate parking.

FISCAL CONSIDERATION:

There is no cost to the City for this action. Having the building temporarily leased by a reliable tenant provides the revenue to the Fire District while future use of the property is evaluated.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to implement the Economic Development Strategy.

Exhibit A



City Of Kenmore, Washington

June 5, 2015

Jim Torpin
North Shore Fire
7220 NE 181st St
Kenmore, WA 98028

RE: Temporary Use permit – Station 54 Storage
15036 70th Ave NE

Dear Jim,

Thank you for your Temporary Use permit application # TUP2015-053 submitted June 5, 2015 for temporary indoor storage at Station 54 located at 15036 70th Ave NE. Your application has been reviewed and **approved** by the City of Kenmore; please see the attached conditions of approval. If you have any questions do not hesitate to contact me. Thank you.

Sincerely,

Rebecca Coleman, Permit Specialist
Development Services
425-398-8900
rcoleman@kenmorewa.gov

Cc: File



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>Motion to allow indoor storage as a temporary use for up to a one year period in property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi- Public, subject to conditions</p> <p>Proposed Council Action/Motion:</p> <p>Approve Motion to allow indoor storage as a temporary use for up to a one year period in property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi- Public, subject to conditions</p>	<p>For Council Meeting Agenda of: 11 May 2015</p> <p>Department: Development Services/Executive</p> <p>Prepared by: Bryan Hampson/ Nancy Ousley</p> <p>Initial & Date</p> <p>Approved by Department Head: <u>NLO 28 APR 2015</u></p> <p>Approved by City Attorney: _____</p> <p>Approved by Finance Director: <u>[Signature] 4/30/15</u></p> <p>Approved by City Manager: <u>[Signature]</u></p> <p>Exhibits/Attachments:</p> <p>Correspondence from Chief Jim Torpin, Northshore Fire District</p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$0</td> <td style="width: 33%; border: none;">Amount Budgeted \$n/a</td> <td style="width: 33%; border: none;">Appropriation Required \$n/a</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$n/a	Appropriation Required \$n/a
Expenditure Required \$0	Amount Budgeted \$n/a	Appropriation Required \$n/a		
<p><u>INFORMATION/BACKGROUND:</u></p> <p>Indoor storage is not a specifically permitted use in the Public/Semi Public zone. Per Kenmore Municipal Code 18.100.120, a temporary use permit is a mechanism by which the city may permit a use otherwise not permitted in the zone that can be made compatible for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council to one year.</p> <p>The Northshore Fire District requests City Council approval of a temporary use permit to allow indoor storage in its former Fire Station 54 property in the Moorlands area from May 15, 2015 to May 14, 2016. The 1842 square foot facility has not been used as a fire station since 1994 and was subsequently leased to non profits that operated youth programs. The YMCA terminated its lease with the District and the facility is now vacant. While the District evaluates future uses of the property, it would like to offset the property holding costs through leasing it, which will also deter vandalism at the site. The District has received several offers to lease the former station for indoor storage.</p> <p>The District has conditionally accepted a proposal from Michael Klebeck pending City approval of a temporary use permit for the indoor storage use. Mr. Klebeck has leased space in Kenmore Village for indoor storage from the City since 2013, which will no longer be available because of the property sale and redevelopment. The City Council approved temporary use permits for this use in 2013 and 2014.</p> <p>The District is committed to using this building in a way that is compatible with the surrounding residential area, and will proactively communicate with the community about the proposed use. The City and District agree on the following conditions for the temporary use permit:</p>				

- Storage is only permitted inside the structure
- No alcohol or other hazardous materials will be stored in the facility
- The building will be equipped with a monitored alarm system
- The grounds will be maintained at the current level of care
- Visits to the site for pick up and drop off will be infrequent (approximately once per week) and limited to daytime hours

The proposed tenant is a successful and well regarded business owner and has been a reliable tenant in the City owned property.

FISCAL CONSIDERATION:

There is no cost to the City for this action and the Fire District can realize some income while having its property occupied and maintained while it evaluates future use of the property.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to implement the Economic Development Strategy



KING COUNTY FIRE PROTECTION DISTRICT NO. 16

7220 NE 181st Street Kenmore, WA 98028

Business: 425-354-1780

Fax: 425-354-1781

February 25, 2015

Rob Karlinsey, City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

RE: Request for Temporary Use Permit

Dear Mr. Karlinsey,

I am writing to you for assistance in obtaining a temporary use permit for property owned by King County Fire Protection District No. 16 (District). The District is requesting approval to allow indoor storage, subject to conditions, as a temporary use at the former fire station which is zoned public/semi-public for a one year period from May 15, 2015, to May 14, 2016. The property is located at 15036 70th Avenue NE.

Indoor storage is not addressed in the table of uses for areas with R-6 or Public/Semi Public Zones. Per Kenmore Municipal Code 18.100.120, temporary use permit is a mechanism by which the city may permit a use otherwise not permitted in a specific zoning area for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council to one year.

The District has owned a facility in the Moorlands area of Kenmore which was previously used as a fire station. The District has not used the facility for that purpose since 1994 when the volunteer firefighter program ended. The building was subsequently leased to the Boys and Girls Clubs of King County and more recently the YMCA for use with their children's after school and summer camp programs. The YMCA has terminated its lease with the District and the building is now vacant.

The District has maintained ownership of the parcel due to its potential value as a site for future fire suppression and/or emergency medical response station. The District is currently evaluating its options and would like to lease the facility in an effort to offset its holding costs related to this property while the future use of the facility is determined.

The District has received several offers to lease the 1842 square foot former fire station. All of the parties expressing interest in the facility would use it for low hazard indoor storage. The District has conditionally accepted a proposal from Michel Klebeck pending approval of a temporary use permit from the City of Kenmore. Mr. Klebeck current leases a space from the City of Kenmore in the Kenmore Village complex.

Understanding the facility is surrounded by a residential area that must not be negatively impacted; the use of the facility for indoor storage will be subject to the following conditions:

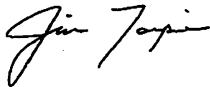
- Storage is only permitted inside the structure

- Storage is limited to low hazard commodities, no alcohol or other hazardous materials will be allowed
- The building will be equipped with a monitored alarm system
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- Visits to the site for pick up and drop off will be infrequent (approximately once per week) and limited to daytime hours.

The use of the District's facility for indoor storage will have little to no impact on the surrounding neighborhood. The presence of a tenant will reduce the chance of vandalism and vagrants illegally gaining entry or hanging around the site. Moneys collected for rent will benefit the District's taxpayers by offsetting the holding costs of this property. Mr. Klebeck understands that the lease would be terminated if the condition of no tangible impact to the neighborhood is not maintained.

I appreciate your attention and assistance with this matter. If you have any further questions regarding this request please feel free to contact me.

Sincerely

A handwritten signature in cursive script, appearing to read "Jim Torpin".

Jim Torpin
Fire Chief

Exhibit B

From: [Eric Magnuson](#)
To: [Bryan Hampson](#)
Cc: [Tela Whiteman](#)
Subject: RE: Station 54 temporary use permit review
Date: Wednesday, August 14, 2019 10:10:56 AM
Attachments: [image001.png](#)

Hi Bryan,
Sorry for the delay, yes, continue renting as storage. Thanks!

*Eric Magnuson
Acting Fire Chief
Northshore Fire Department
DC Office 425.354.1755
Cell 360.708.4292
Business 425.354.1780*



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From: Bryan Hampson <bhampson@kenmorewa.gov>
Sent: Wednesday, August 7, 2019 8:56 AM
To: Eric Magnuson <emagnuson@northshorefire.com>
Cc: Tela Whiteman <twhiteman@kenmorewa.gov>
Subject: RE: Station 54 temporary use permit review

Hey Chief,

Yeah, it looks like we need to renew the Temporary Use Permit for another year. What's the plan; continue renting it to the Top Pots people for storage?

Thanks,
-Bryan

From: Eric Magnuson <emagnuson@northshorefire.com>
Sent: Tuesday, August 6, 2019 3:42 PM
To: Bryan Hampson <bhampson@kenmorewa.gov>
Subject: Station 54 temporary use permit review

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I was discussing Station 54 with Rob Karlinsey today. He said we are probably due for a review of our temporary use permit and I should contact you. Please let me know what steps to take next.

Thanks!

*Eric Magnuson
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From: copier@northshorefire.com <copier@northshorefire.com>

Sent: Thursday, August 1, 2019 10:28 AM

To: Kate Hansen <khansen@northshorefire.com>; Eric Magnuson <emagnuson@northshorefire.com>

Subject: Station 54 temporary use permit

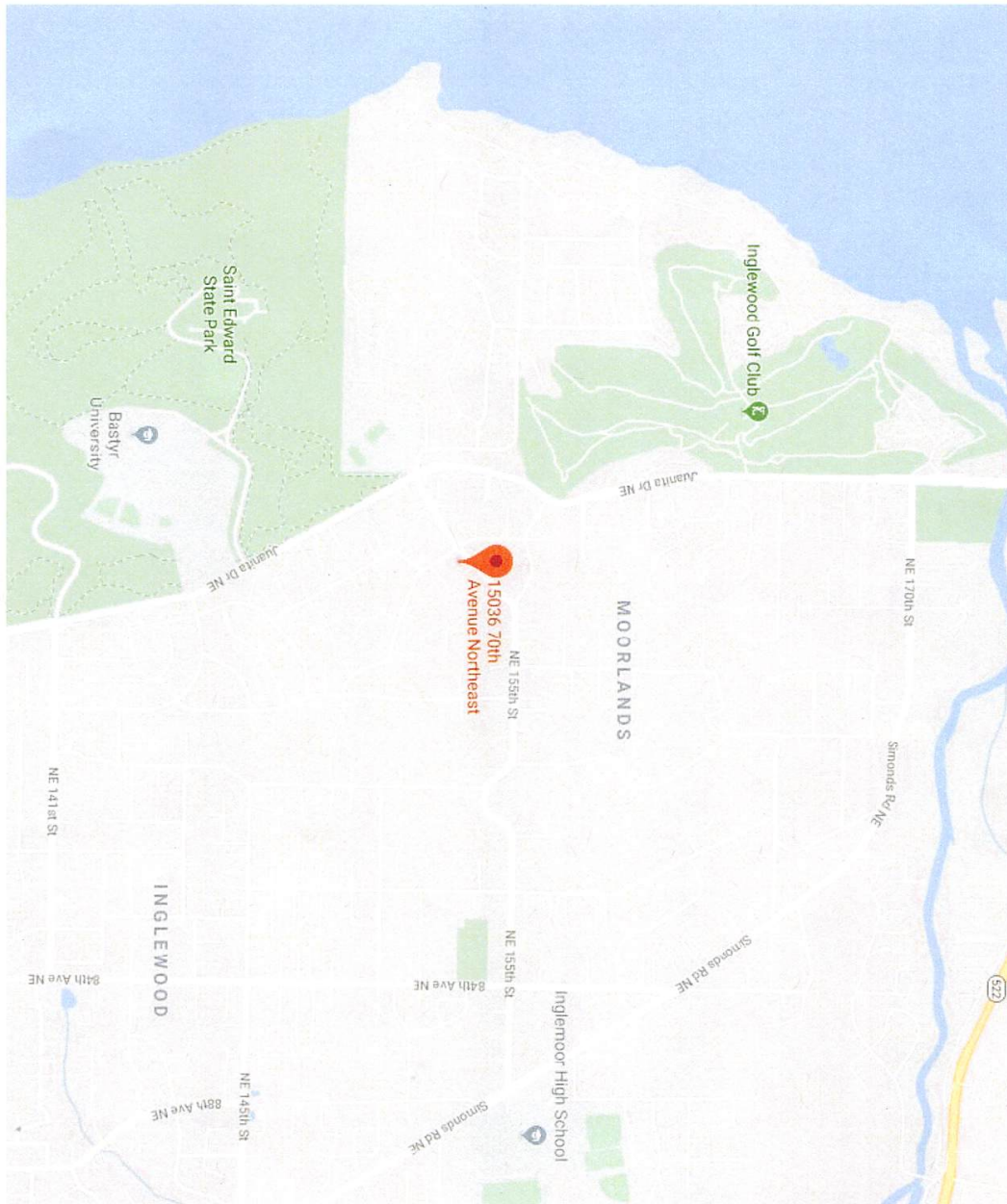


Exhibit C



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic: Public hearing, Discussion, and Action to allow indoor storage as a temporary use for a one-year period for a property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi-Public, subject to conditions.</p> <p>Proposed Council Action/Motion: Motion to approve temporary use permit for indoor storage for a one-year period at real property located at 15036 70th Avenue NE, Kenmore, Washington, which is owned by the Northshore Fire District and zoned Public/Semi-Public, subject to conditions.</p>	<p>For Council Meeting Agenda of: <u>November 12, 2019</u></p> <p>Department: <u>Development Services</u></p> <p>Prepared by: <u>Tela Whiteman, Permit Specialist</u></p> <p style="text-align: right;">Initial & Date</p> <p>Approved by Department Head: <u>SD 10/24/19</u></p> <p>Approved by City Attorney: <u>DR 10/24/19</u></p> <p>Approved by Finance Director: <u>✓</u></p> <p>Approved by City Manager: <u>[Signature]</u></p> <p>Exhibits/Attachments: Exhibit A: 2015 Approval letter with attachments; and Exhibit B: Correspondence with Eric Magnuson, Acting Fire Chief; Exhibit C: Vicinity Map.</p>
<p><u>INFORMATION/BACKGROUND:</u> The property located at 15036 70th Avenue NE Kenmore, WA 98028; King county parcel number 364910-0122 ("subject property") is zoned Public/Semi-Public ("PSP") and owned by the King County Fire District #16 ("Northshore Fire Department" or the "District"). The property contains an existing 1,842 square foot building and is often referred to as "the old fire station," because 25 years ago it was an operational fire station (Fire Station #54), staffed mostly by District volunteers. In 1994, the old fire station was vacated and thereafter the space was leased by nonprofits like the YMCA, for youth programs. When the YMCA terminated its lease with the District, the building sat vacant until May 2015 when the space was leased by Michael Klebeck for storage (prior to moving to the old fire station, Mr. Klebeck leased storage space from the city at Kenmore Village). Kenmore City Council ("Council") approved a temporary use permit to allow indoor storage from May 15, 2015 to May 14, 2016. Since then, the use has continued without renewal of the temporary use permit.</p> <p>The Kenmore Municipal Code (KMC) does not identify the indoor storage use as permitted, conditionally permitted or prohibited in the PSP zone (KMC 18.27.020). Since the code is silent on indoor storage use in the PSP zone, a temporary use permit is a mechanism by which the city may allow it, provided that the use can be made compatible for periods of limited duration. Per KMC 18.100.120, temporary use permits shall not exceed 90 days unless approved by City Council. A temporary use permit may be renewed for additional periods up to one year at Council's discretion, following a public hearing.</p> <p>The Northshore Fire Department has requested a one-year renewal of the temporary use permit (November 15, 2019 to November 15, 2020). The District continues to evaluate future use of the property and is committed to using the building in a way that is compatible with the surrounding residential area. The temporary use of the space ensures that property holding costs to the District are offset by revenue generated by the lease. In addition, the temporary use will ensure that the property grounds are well maintained.</p>	

The City and Northshore Fire Department recommend the following conditions for the temporary use permit:

- Storage is only permitted inside the structure;
- No alcohol or other hazardous materials shall be stored in the facility;
- The building shall be equipped with a monitored alarm system;
- The grounds shall be maintained at the current level of care; and
- Visits to the site for pick up and drop shall be infrequent (approximately once per week) and limited to daytime hours;
- The one-year renewal will be valid for November 15, 2019 to November 15, 2020.

Staff recommends approval as the requested temporary use permit meets the decision criteria of KMC 18.100.125.A-C, as the temporary use i) will not be materially detrimental to the public welfare; ii) is compatible with existing land uses in the immediate vicinity in terms of noise and house of operation; and iii) provides adequate parking.

FISCAL CONSIDERATION:

There is no cost to the City for this action. Having the building temporarily leased by a reliable tenant provides the revenue to the Fire District while future use of the property is evaluated.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to implement the Economic Development Strategy.

Exhibit A



City Of Kenmore, Washington

June 5, 2015

Jim Torpin
North Shore Fire
7220 NE 181st St
Kenmore, WA 98028

RE: Temporary Use permit – Station 54 Storage
15036 70th Ave NE

Dear Jim,

Thank you for your Temporary Use permit application # TUP2015-053 submitted June 5, 2015 for temporary indoor storage at Station 54 located at 15036 70th Ave NE. Your application has been reviewed and **approved** by the City of Kenmore; please see the attached conditions of approval. If you have any questions do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Coleman". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Rebecca Coleman, Permit Specialist
Development Services
425-398-8900
rcoleman@kenmorewa.gov

Cc: File

18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028

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



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>Motion to allow indoor storage as a temporary use for up to a one year period in property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi- Public, subject to conditions</p> <p>Proposed Council Action/Motion:</p> <p>Approve Motion to allow indoor storage as a temporary use for up to a one year period in property located at 15036 70th Avenue NE which is owned by the Northshore Fire District and zoned Public/Semi- Public, subject to conditions</p>	<p>For Council Meeting Agenda of: 11 May 2015</p> <p>Department: Development Services/Executive</p> <p>Prepared by: Bryan Hampson/ Nancy Ousley</p> <p>Initial & Date</p> <p>Approved by Department Head: <u>NLO 28 APR 2015</u></p> <p>Approved by City Attorney: _____</p> <p>Approved by Finance Director: <u>[Signature] 4/30/15</u></p> <p>Approved by City Manager: <u>[Signature]</u></p> <p>Exhibits/Attachments:</p> <p>Correspondence from Chief Jim Torpin, Northshore Fire District</p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$0</td> <td style="width: 33%; border: none;">Amount Budgeted \$n/a</td> <td style="width: 33%; border: none;">Appropriation Required \$n/a</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted \$n/a	Appropriation Required \$n/a
Expenditure Required \$0	Amount Budgeted \$n/a	Appropriation Required \$n/a		
<p><u>INFORMATION/BACKGROUND:</u></p> <p>Indoor storage is not a specifically permitted use in the Public/Semi Public zone. Per Kenmore Municipal Code 18.100.120, a temporary use permit is a mechanism by which the city may permit a use otherwise not permitted in the zone that can be made compatible for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council to one year.</p> <p>The Northshore Fire District requests City Council approval of a temporary use permit to allow indoor storage in its former Fire Station 54 property in the Moorlands area from May 15, 2015 to May 14, 2016. The 1842 square foot facility has not been used as a fire station since 1994 and was subsequently leased to non profits that operated youth programs. The YMCA terminated its lease with the District and the facility is now vacant. While the District evaluates future uses of the property, it would like to offset the property holding costs through leasing it, which will also deter vandalism at the site. The District has received several offers to lease the former station for indoor storage.</p> <p>The District has conditionally accepted a proposal from Michael Klebeck pending City approval of a temporary use permit for the indoor storage use. Mr. Klebeck has leased space in Kenmore Village for indoor storage from the City since 2013, which will no longer be available because of the property sale and redevelopment. The City Council approved temporary use permits for this use in 2013 and 2014.</p> <p>The District is committed to using this building in a way that is compatible with the surrounding residential area, and will proactively communicate with the community about the proposed use. The City and District agree on the following conditions for the temporary use permit:</p>				

- Storage is only permitted inside the structure
- No alcohol or other hazardous materials will be stored in the facility
- The building will be equipped with a monitored alarm system
- The grounds will be maintained at the current level of care
- Visits to the site for pick up and drop off will be infrequent (approximately once per week) and limited to daytime hours

The proposed tenant is a successful and well regarded business owner and has been a reliable tenant in the City owned property.

FISCAL CONSIDERATION:

There is no cost to the City for this action and the Fire District can realize some income while having its property occupied and maintained while it evaluates future use of the property.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Continue to implement the Economic Development Strategy



KING COUNTY FIRE PROTECTION DISTRICT NO. 16

7220 NE 181st Street Kenmore, WA 98028

Business: 425-354-1780

Fax: 425-354-1781

February 25, 2015

Rob Karlinsey, City Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

RE: Request for Temporary Use Permit

Dear Mr. Karlinsey,

I am writing to you for assistance in obtaining a temporary use permit for property owned by King County Fire Protection District No. 16 (District). The District is requesting approval to allow indoor storage, subject to conditions, as a temporary use at the former fire station which is zoned public/semi-public for a one year period from May 15, 2015, to May 14, 2016. The property is located at 15036 70th Avenue NE.

Indoor storage is not addressed in the table of uses for areas with R-6 or Public/Semi Public Zones. Per Kenmore Municipal Code 18.100.120, temporary use permit is a mechanism by which the city may permit a use otherwise not permitted in a specific zoning area for periods of limited duration. A temporary use permit cannot exceed a total of 90 days unless extended by the City Council to one year.

The District has owned a facility in the Moorlands area of Kenmore which was previously used as a fire station. The District has not used the facility for that purpose since 1994 when the volunteer firefighter program ended. The building was subsequently leased to the Boys and Girls Clubs of King County and more recently the YMCA for use with their children's after school and summer camp programs. The YMCA has terminated its lease with the District and the building is now vacant.

The District has maintained ownership of the parcel due to its potential value as a site for future fire suppression and/or emergency medical response station. The District is currently evaluating its options and would like to lease the facility in an effort to offset its holding costs related to this property while the future use of the facility is determined.

The District has received several offers to lease the 1842 square foot former fire station. All of the parties expressing interest in the facility would use it for low hazard indoor storage. The District has conditionally accepted a proposal from Michel Klebeck pending approval of a temporary use permit from the City of Kenmore. Mr. Klebeck current leases a space from the City of Kenmore in the Kenmore Village complex.

Understanding the facility is surrounded by a residential area that must not be negatively impacted; the use of the facility for indoor storage will be subject to the following conditions:

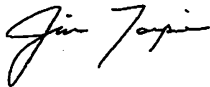
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I appreciate your attention and assistance with this matter. If you have any further questions regarding this request please feel free to contact me.

Sincerely

A handwritten signature in cursive script, appearing to read "Jim Torpin".

Jim Torpin
Fire Chief

Exhibit B

From: [Eric Magnuson](#)
To: [Bryan Hampson](#)
Cc: [Tela Whiteman](#)
Subject: RE: Station 54 temporary use permit review
Date: Wednesday, August 14, 2019 10:10:56 AM
Attachments: [image001.png](#)

Hi Bryan,
Sorry for the delay, yes, continue renting as storage. Thanks!

*Eric Magnuson
Acting Fire Chief
Northshore Fire Department
DC Office 425.354.1755
Cell 360.708.4292
Business 425.354.1780*



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To: Eric Magnuson <emagnuson@northshorefire.com>
Cc: Tela Whiteman <twhiteman@kenmorewa.gov>
Subject: RE: Station 54 temporary use permit review

Hey Chief,

Yeah, it looks like we need to renew the Temporary Use Permit for another year. What's the plan; continue renting it to the Top Pots people for storage?

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Subject: Station 54 temporary use permit review

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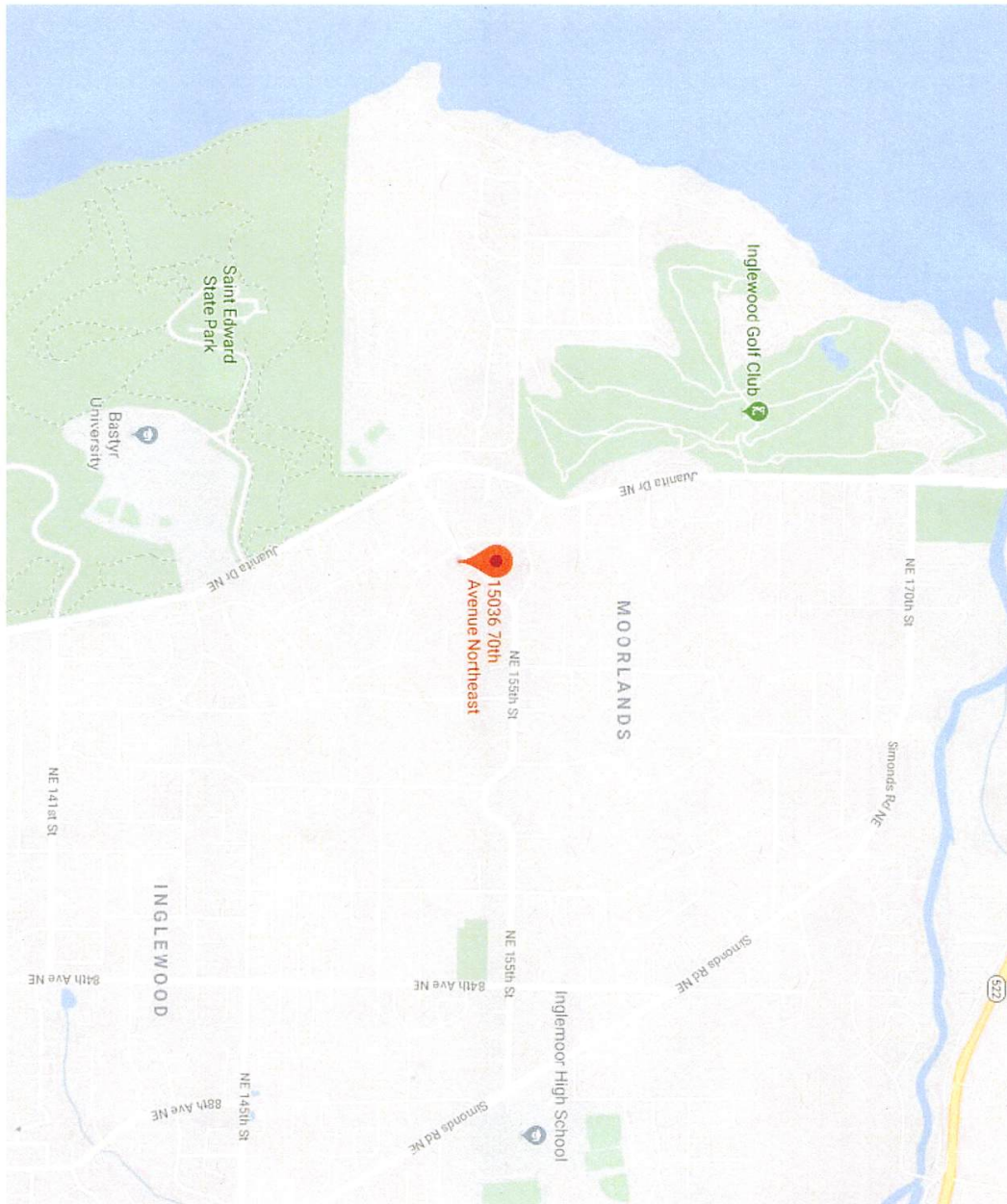


Exhibit C

XII. A. Approve Temporary Use Permit for Indoor Storage for a One-Year P...

<p>Subject/Topic: Partnership with Microsoft Research to participate in pilot air quality monitoring program utilizing newly developed remote air quality sensors.</p>	<p>For Council Meeting Agenda of: November 12, 2019</p> <p>Department: Public Works Environmental Services</p> <p>Prepared by: Richard Sawyer, Env. Srvs. Manager</p> <p>Approved by Department Head: <u>Initial & Date</u> Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RSK</u></p>
<p>Proposed Council Action/Motion: Authorize City Manager to execute agreement 19-C2105 with Microsoft Research to participate in a pilot project deploying air quality sensors within the City.</p>	<p>Exhibits/Attachments: NA</p>



In the photo above is an example of what the sensor developed by Microsoft Research looks like. In this photo, it is being deployed in a busy downtown district and secured to an existing utility pole. The sensors are designed to be easily deployed on City owned properties and right-of-way. Microsoft Research covers the cost of the sensors, installation, maintenance and data retrieval and they retain ownership of the sensors throughout the project.

FISCAL CONSIDERATION:

Staff time to coordinate efforts with Microsoft Research will be required, otherwise, this agreement does not require City funds.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2019-2020 City Council Goal #10: To protect and enhance the climate, water, air and forest environment.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

**Adopt Bond Ordinance No. 19-0499
Authorizing The Issuance of One or More
Series of Unlimited Tax General
Obligation Bonds of the City in the
Aggregate Principal Amount of Not to
Exceed \$10,000,000**

Proposed Council Action/Motion:

**ADOPT BOND ORDINANCE NO. 19-0499
AN ORDINANCE OF THE CITY OF
KENMORE, WASHINGTON,
AUTHORIZING THE ISSUANCE OF ONE
OR MORE SERIES OF UNLIMITED TAX
GENERAL OBLIGATION BONDS OF THE
CITY IN THE AGGREGATE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$10,000,000,
TO FINANCE COSTS RELATED TO
CONSTRUCTING, DEVELOPING,
ACQUIRING, EQUIPPING, UPGRADING,
AND IMPROVING WALKWAYS AND
WATERFRONT ACCESS IN THE CITY AND
PAYING COSTS OF ISSUING THE BONDS;
PROVIDING THE FORM, TERMS AND
COVENANTS OF THE BONDS; PROVIDING
FOR THE DISPOSITION OF THE
PROCEEDS OF THE SALE OF THE BONDS;
DELEGATING AUTHORITY TO APPROVE
THE FINAL TERMS OF THE BONDS; AND
PROVIDING FOR OTHER MATTERS
RELATING THERETO.**

For Council Meeting Agenda of: November 12, 2019

Department: City Manager, Finance and
Administration

Prepared by: Joanne Gregory, Finance and
Administration Director

Initial & Date

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

JMG 10/31/19
D. Gregory
JMG 10/31/19
JMG

Exhibits/Attachments:

Bond Ordinance No. 19-0499

INFORMATION/BACKGROUND:

On June 13, 2016, the City Council adopted Bond Election Ordinance No. 16-0422 to place a not to exceed \$19,750,000 bond measure for voter consideration at the November 8, 2016 election to fund projects

identified during the Imagine Kenmore process.

On December 12, 2016, the City issued the first tranch (series) of bonds which provided \$9.8M for the Walkways and Waterways projects. At this time, the City desires authorization to issue the second and final tranch of bonds.

On October 21, 2019, the Council received a presentation from Deanna Gregory of Pacifica Law Group LLP who serves as the City's Bond Counsel in this matter. She presented a summary of the bond ordinance and subsequent approval process. Also introduced was Justin Monwai of Piper Jaffray & Co. who serves as the City's Financial Advisor. Mr. Monwai presented a Preliminary Schedule of events that will lead up to the sale of the bonds.

Bond Ordinance No. 19-0499 provides authorization for the City to issue one or more series of bonds in the aggregate principal amount of not to exceed \$10,000,000 and delegates authority to the City Manager and Finance Director, for a limited time and within specific parameters, to approve the interest rates, maturity dates, redemption terms and principal maturities for the bonds. The ordinance authorizes the bonds to be issued as tax-exempt obligations or a combination tax-exempt and taxable obligations. This option is intended to provide additional flexibility to the City on how to structure the bonds to achieve the most favorable terms for the City, including the option of designating the tax-exempt bonds as "bank qualified," a designation that may be more attractive to certain investors and may result in better overall interest rates for the City depending on market conditions on the day of pricing.

Based on recent growth in the City's tax base, and being near 40-year interest rate lows, we expect that the bond tax impact beginning in 2020 will be reasonably lower than the \$.32 per \$1,000 of Assessed Value estimated for voters back in 2016. After the bond sale (planned for November 21st) we will report the results to Council.

A first reading of the Bond Ordinance was held at the City Council meeting of October 21, 2019. Final reading and passage of the Bond Ordinance is scheduled for this evening.

FISCAL CONSIDERATION:

The Bond Ordinance provides authorization to issue one or more series of bonds in an aggregate principal amount of not to exceed \$10,000,000, to finance projects described in the Walkways & Waterways Proposition 1, approved by the voters on November 8, 2016.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2019-2020 Council Goal No. 2. Implement the Walkways and Waterways projects

CITY OF KENMORE, WASHINGTON

ORDINANCE NO. 19-0499

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, TO FINANCE COSTS RELATED TO CONSTRUCTING, DEVELOPING, ACQUIRING, EQUIPPING, UPGRADING, AND IMPROVING WALKWAYS AND WATERFRONT ACCESS IN THE CITY AND PAYING COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE SALE OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

PASSED NOVEMBER 12, 2019

PREPARED BY:

PACIFICA LAW GROUP LLP
Seattle, Washington

30067 00003 ii19bx276b

CITY OF KENMORE, WASHINGTON

ORDINANCE NO. _____

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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

CITY OF KENMORE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, TO FINANCE COSTS RELATED TO CONSTRUCTING, DEVELOPING, ACQUIRING, EQUIPPING, UPGRADING, AND IMPROVING WALKWAYS AND WATERFRONT ACCESS IN THE CITY AND PAYING COSTS OF ISSUING THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE SALE OF THE BONDS; DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, pursuant to the Bond Authorization and Ordinance No. 16-0434, adopted on November 21, 2016, the City issued its Unlimited Tax General Obligation Bonds, 2016, and deposited into a designated fund a portion of the sale proceeds thereof in the amount of \$9,752,825 (consisting of the par amount of \$9,220,000 plus original issue premium of \$639,408 less costs of issuance); and

WHEREAS, it is deemed necessary and advisable that the City authorize the issuance of additional unlimited tax general obligation bonds (the "Bonds") to provide part of the funds necessary to finance additional components of the Project and to pay costs of issuance for the Bonds; and

WHEREAS, this Council wishes to delegate authority to the City Manager and the Finance Director, or his or her designee (each, a "Designated Representative"), for a limited time, to designate the Bonds of each series as taxable or tax-exempt obligations, and to approve the interest rates, maturity dates, redemption terms and principal maturities for each series of the Bonds within the parameters set by this ordinance; and

WHEREAS, the City expects to receive a proposal from D.A. Davidson & Co. (the "Underwriter") and now desires to issue and sell the bonds to the Underwriter as set forth herein;

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

Section 1. Definitions. As used in this ordinance, the following words and terms shall have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates otherwise, words importing the singular number shall include the plural number and vice versa.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bond Authorization means the unlimited tax general obligation bonds in the aggregate principal amount of \$19,750,000 authorized by the Election Ordinance and approved by the requisite number of voters of the City at a special election held on November 8, 2016 for the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance of such bonds.

Bond Counsel means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

Bond Purchase Contract means the contract for the purchase of the Bonds between the Underwriter and the City, executed pursuant to Section 12 of this ordinance.

Bond Register means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

Bond Registrar means, initially, the fiscal agent of the State, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

Bonds mean the City's Unlimited Tax General Obligation Bonds, with such series designation as approved by a Designated Representative, authorized to be issued in one or more series pursuant to the terms of this ordinance.

City means the City of Kenmore, a municipal corporation duly organized and existing under the laws of the State.

City Clerk means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

City Manager means the duly appointed and acting City Manager, including anyone acting in such capacity for the position, or the successor to the duties of that office.

Closing means the date of delivery of the Bonds to the Underwriter.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commission means the United States Securities and Exchange Commission.

Continuing Disclosure Certificate means the written undertaking for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b)(5) of the Rule.

Council or **City Council** means the Kenmore City Council, as the general legislative body of the City as the same is duly and regularly constituted from time to time.

Debt Service Fund means the fund or account created pursuant to this ordinance for the purpose of paying debt service on the Bonds.

Designated Representative means the City Manager and the Finance Director, or his or her designee. The signature of one Designated Representative shall be sufficient to bind the City.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 of this ordinance.

Election Ordinance means Ordinance No. 16-0422 passed by the Council on June 13, 2016.

Fair Market Value means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

Federal Tax Certificate means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax exemption of interest on the Tax-Exempt Bonds, and attachments thereto.

Finance Director means the Finance Director of the City or the successor to such officer.

Government Obligations means direct or indirect obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

Letter of Representations means the Blanket Issuer Letter of Representations given by the City to DTC, as amended from time to time.

Mayor means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

MSRB means the Municipal Securities Rulemaking Board or any successors to its functions.

Official Statement means the disclosure documents prepared and delivered in connection with the issuance of the Bonds.

Project means the capital projects described in Section 2 of this ordinance.

Project Fund means the fund or account created pursuant to Section 8 of this ordinance.

Record Date means the close of business for the Bond Registrar 15 days preceding any interest and/or principal payment or redemption date.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC or its nominee shall be deemed to be the sole Registered Owner.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

State means the State of Washington.

Taxable Bonds means any Bonds determined to be issued on a taxable basis pursuant to Section 12.

Tax-Exempt Bonds means any Bonds determined to be issued on a tax-exempt basis pursuant to Section 12.

Underwriter means D. A. Davidson & Co., or its successors.

Section 2. Authorization of the Project. The Bonds are being issued to finance and/or reimburse the City for costs related to constructing, developing, equipping, upgrading,

acquiring, and improving arterial walkways and waterfront access in the City as authorized by the Election Ordinance and described in Exhibit A attached thereto, which description is incorporated herein by this reference (the "Project"), and to pay costs of issuance for the Bonds.

Section 3. Authorization of Bonds and Bond Details. For the purpose of paying and/or reimbursing the City for costs of the Project and paying costs of issuance of the Bonds as authorized by the Election Ordinance and by the qualified electors of the City at a special election held on November 8, 2016, the City is hereby authorized to issue and sell one or more series of unlimited tax general obligation bonds in an aggregate principal amount of not to exceed \$10,000,000 (the "Bonds"). Notwithstanding anything in this ordinance to the contrary, the issuance of the Bonds shall be subject to satisfaction of the conditions set forth in Section 12 of this ordinance.

The Bonds shall be general obligations of the City and shall be designated "City of Kenmore, Washington, Unlimited Tax General Obligation Bonds" with additional series designation or other such designation as determined to be necessary by a Designated Representative. The Bonds of each series shall be dated as of the date of Closing; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; shall bear interest from their date payable on the dates and commencing as provided in the Bond Purchase Contract; and shall mature on the dates and in the principal amounts set forth in the Bond Purchase Contract, as approved and executed by a Designated Representative pursuant to Section 12 of this ordinance.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in the Continuing Disclosure Certificate), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond

shall be made only as described in Section 4(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 4(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held by DTC acting as depository. The City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held by a depository, DTC or its successor depository or its nominee shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond of each series maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity of that series then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held by a depository. The Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same series, date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same series, date, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer of or to exchange any Bond during the 15 days preceding any principal payment or redemption date.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners or beneficial owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are held by a depository, payments of principal thereof and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held by a depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of

the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond is duly presented for payment and funds have not been provided by the City on the applicable payment date, then interest will continue to accrue thereafter on the unpaid principal thereof at the rate stated on the Bond until the Bond is paid.

Section 5. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption.* The Bonds shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract and as approved by a Designated Representative pursuant to Section 12. The Bonds shall be subject to optional redemption on the dates, at the prices and under the terms set forth in the Bond Purchase Contract approved by a Designated Representative pursuant to Section 12.

(b) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to it at any time at a price deemed reasonable by the Finance Director plus accrued interest to the date of purchase.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held by a depository, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds of a series having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond of a series as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held by a depository, notice of redemption shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar shall provide any notice of redemption to any beneficial owners. The notice of redemption may be conditional. Thereafter (if the Bonds are no longer held by a depository), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of

the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) any conditions to redemption,
- (E) that unless conditional notice of redemption has been given and such conditions have either been satisfied or waived, on the redemption date the redemption price shall become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless such redemption has been rescinded or revoked, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds of such series which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) Effect of Notice; Bonds Due. If notice of redemption has been given and not rescinded or revoked, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds of such series to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give

all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to Section 14 and the Continuing Disclosure Certificate and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference.

Section 7. Execution of Bonds. The Bonds shall be executed on behalf of the City by the facsimile or manual signature of the Mayor and shall be attested to by the facsimile or manual signature of the City Clerk, and shall have the seal of the City impressed or a facsimile thereof imprinted, or otherwise reproduced thereon.

In the event any officer who shall have signed or whose facsimile signatures appear on any of the Bonds shall cease to be such officer of the City before said Bonds shall have been authenticated or delivered by the Bond Registrar or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though said person had not ceased to be such officer. Any Bond may be signed and attested on behalf of the City by such persons who, at the actual date of execution of such Bond shall be the proper officer of the City, although at the original date of such Bond such persons were not such officers of the City.

Only such Bonds as shall bear thereon a Certificate of Authentication manually executed by an authorized representative of the Bond Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

Section 8. Application of Bond Proceeds. The Finance Director is hereby authorized to create a fund or account (the "Project Fund"), and subaccounts therein as necessary, for the purposes set forth in this section. From the money derived from the sale of the Bonds:

- (a) Net premium (premium minus costs of issuance) shall be deposited in the Debt

Service Fund and/or the Project Fund and used to pay debt service on the Bonds coming due on the next upcoming interest payment date or costs of the Project, respectively; and

(b) The balance of the proceeds of the Bonds shall be deposited in the Project Fund and shall be used solely to pay the allocable cost of issuing and selling the Bonds and to finance costs of the Project as authorized by the Election Ordinance.

None of the proceeds of the Bonds shall be used for the replacement of equipment or for other than a capital purpose. The Finance Director shall invest money in the Project Fund and the subaccounts contained therein in such obligations as may now or hereafter be permitted to cities of the State by law and which will mature prior to the date on which such money shall be needed, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

Section 9. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the Project other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Project, unless it has received an opinion of nationally recognized bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of

issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificate.* The City will comply with the provisions of the Federal Tax Certificate with respect to the Tax-Exempt Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Tax-Exempt Bonds.

(i) *Bank Qualification.* The Finance Director is hereby authorized to designate the Tax-Exempt Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for investment by financial institutions if the City does not reasonably expect to issue more than \$10,000,000 of qualified tax-exempt obligations in the calendar year in which the Tax-Exempt Bonds are issued.

Section 10. Debt Service Fund and Provision for Tax Levy Payments. The City hereby authorizes the creation of a fund or account to be used for the payment of debt service on the Bonds (the “Debt Service Fund”). No later than the date each payment of principal or of interest on the Bonds becomes due, the City shall transmit sufficient funds, from the Debt Service Fund or from other legally available sources, to the Bond Registrar for the payment of such principal or interest. Money in the Debt Service Fund may be invested in legal investments for City funds. Any interest or profit from the investment of such money shall be deposited in the Debt Service Fund, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. All of such taxes and any of such other money so collected shall be paid into the Debt Service Fund. None of the money in the Debt Service Fund shall be used for any other purpose than the payment of the principal of and interest on the Bonds.

The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the Bonds when due.

Section 11. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Debt Service Fund or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from the Debt Service Fund or such special account, and such Bond shall be deemed to be not outstanding under this ordinance. The City shall give written notice of defeasance of the Bonds in accordance with the Continuing Disclosure Certificate.

Section 12. Sale of Bonds.

(a) ***Bond Sale.*** The Bonds shall be sold at negotiated sale to the Underwriter pursuant to the terms of the Bond Purchase Contract. The Council has determined that it is in the best interest of the City to delegate to the Designated Representatives, for a limited time, the authority to designate each series of Bonds as Tax-Exempt Bonds or Taxable Bonds and to approve the final interest rates, aggregate principal amount(s), principal amount of each maturity of the Bonds of each series, and the redemption rights for each series of the Bonds.

Subject to the terms and conditions set forth in this Section 12, and subject further to certification of approval of the Bond Authorization, each Designated Representative is hereby authorized to approve the final interest rates, aggregate principal amount, principal maturities, and redemption rights for the Bonds of each series in the manner provided hereafter so long as:

- (1) the aggregate principal amount of the Bonds does not exceed \$10,000,000,
- (2) the final maturity date for the Bonds is no later than December 1, 2039,
- (3) the aggregate purchase price for the Bonds shall not be less than 98% of the aggregate stated principal amount of the Bonds, excluding any original issue discount, and
- (4) the true interest cost for the Bonds (in the aggregate) does not exceed 4.00%.

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute the Bond Purchase Contract on behalf of the City.

Following the execution of the Bond Purchase Contract, a Designated Representative shall provide a report to the Council describing the final terms of the Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this Section 12 shall expire 180 days after the effective date of this ordinance. If a Bond Purchase Contract for the Bonds has not been executed within 180 days after the effective date of

this ordinance, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds are re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a bond purchase contract or establishing terms and conditions for the authority delegated under this Section 12.

(b) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance and execution of the Bond Purchase Contract, the proper officials of the City, including the Designated Representatives, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Bond Purchase Contract. Such documents may include, but are not limited to, documents related to a municipal bond insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein, if such insurance is determined by a Designated Representative to be in the best interest of the City.

Section 13. Preliminary and Final Official Statements. Each Designated Representative is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. Each Designated Representative is further authorized to approve for purposes of the Rule, on behalf of the City, the final Official Statement relating to the issuance and sale of the Bonds and the distribution of the final Official Statement pursuant thereto with such changes, if any, as may be deemed by him or her to be appropriate.

Section 14. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing a Continuing Disclosure Certificate. Each Designated Representative is hereby authorized to execute and deliver a Continuing Disclosure Certificate upon the issuance, delivery and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City.

Section 15. Lost, Stolen or Destroyed Bonds. In case any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like series, amount, date and tenor to the Registered Owner thereof if the owner pays the expenses and charges of the Bond Registrar and the City in connection therewith and files with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership thereof, and furnishes the City and the Bond Registrar with indemnity satisfactory to both.

Section 16. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 17. Payments Due on Holidays. If an interest and/or principal payment date for the Bonds is not a business day, then payment shall be made on the next business day and no interest shall accrue for the intervening period.

Section 18. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, the City Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 19. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON
AT A REGULAR MEETING ON THIS 12TH DAY OF NOVEMBER, 2019.

CITY OF KENMORE, WASHINGTON

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Pacifica Law Group LLP

Date of Publication: _____

Effective Date: _____

Exhibit A

Form of Bond

[DTC LANGUAGE]

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

CITY OF KENMORE

UNLIMITED TAX GENERAL OBLIGATION BOND, 20[] [A (TAXABLE)] [B]

INTEREST RATE: %

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Kenmore, Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 20____, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on _____ 1, 20____, and semiannually thereafter on the first days of each succeeding _____ and _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agent of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No.____ duly passed by the City Council on _____, 2019 (the "Bond Ordinance"). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

[This bond is designated as the City of Kenmore, Washington, Unlimited Tax General Obligation Bond, 20XXA (Taxable) issued pursuant to the Bond Ordinance to provide a portion

A-1

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of the funds necessary (a) to construct, develop, equip, upgrade, acquire, and improve arterial walkways and waterfront access in the City, including the acquisition of property, as identified in Exhibit A attached to Ordinance No. 16-0422 passed by the City Council on June 13, 2016 and approved by the qualified electors of the City at a special election held therein on November 8, 2016, and (b) to pay costs of issuance. Simultaneously with the issuance of this bond, the City is issuing its City of Kenmore, Washington, Unlimited Tax General Obligation Bonds, 20XXB pursuant to the Bond Ordinance.

This bond is not subject to redemption prior to maturity.]

[This bond is one of an authorized issue of bonds of like series, date and tenor, except as to number, amount, rate of interest, redemption provisions and date of maturity, designated as the City of Kenmore, Washington, Unlimited Tax General Obligation Bonds, 20XXB (the "Bonds"). The Bonds are issued in the aggregate principal amount of \$ _____ pursuant to the Bond Ordinance to provide a portion of the funds necessary (a) to construct, develop, equip, upgrade, acquire, and improve arterial walkways and waterfront access in the City, including the acquisition of property, as identified in Exhibit A attached to Ordinance No. 16-0422 passed by the City Council on June 13, 2016 and approved by the qualified electors of the City at a special election held therein on November 8, 2016, and (b) to pay costs of issuance. Simultaneously with the issuance of the Bonds, the City is issuing its City of Kenmore, Washington, Unlimited Tax General Obligation Bond, 20XXA (Taxable) pursuant to the Bond Ordinance.

The Bonds are subject to redemption prior to their stated maturities as provided in the Bond Purchase Contract.

The City has designated the Bonds as "qualified tax-exempt obligations" under Section 265(b) of the Code for investment by banks, thrift institutions and other financial institutions.]

The City has irrevocably covenanted with the owner of this bond that it will levy taxes annually upon all the taxable property in the City without limitation as to rate or amount and in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond when due. The full faith, credit and resources of the City are irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist and to have happened, been done and performed precedent to and in the issuance of this bond exist and have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Kenmore, Washington, has caused this bond to be

executed by the manual or facsimile signatures of the Mayor and the City Clerk and the seal of the City to be imprinted, impressed or otherwise reproduced hereon as of this ____ day of _____, 20__.

[SEAL]

CITY OF KENMORE, WASHINGTON

By ____ /s/ manual or facsimile _____
Mayor

ATTEST:

____ /s/ manual or facsimile _____
City Clerk

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is [one of] the Unlimited Tax General Obligation Bond[s], 20__ [A (Taxable)][B], of the City of Kenmore, Washington, dated _____, 2019.

WASHINGTON STATE FISCAL AGENT,
as Bond Registrar

By _____

CERTIFICATE

I, the undersigned, City Clerk of the City Council of the City of Kenmore, Washington (the "City"), DO HEREBY CERTIFY:

1. The attached copy of Ordinance No. _____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 12, 2019 as that ordinance appears in the minute book of the City; and the Ordinance will be in full force and effect five (5) days after its passage and publication as provided by law; and

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

3. That Ordinance No. _____ has not been amended, supplemented or rescinded since its passage and is in full force and effect and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of November, 2019.

City Clerk

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

Subject/Topic: Charter for City Financial Sustainability Plan Task Force (CFSPTF)	For Council Meeting Agenda of: November 12, 2019 Department: Executive Prepared by: Torie Brazitis, Contracted Project Manager								
Proposed Council Action/Motion: Approve charter for City Financial Sustainability Plan Task Force (CFSPTF).	<table border="0"> <tr> <td>Approved by Department Head:</td> <td><u> </u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td><u> </u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td><u>RK for JG</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td><u>RJK 11/1/19</u></td> </tr> </table> Exhibits/Attachments: Exhibit A: Proposed charter for City Financial Sustainability Plan Task Force (CFSPTF)	Approved by Department Head:	<u> </u>	Approved by City Attorney:	<u> </u>	Approved by Finance Director:	<u>RK for JG</u>	Approved by City Manager:	<u>RJK 11/1/19</u>
Approved by Department Head:	<u> </u>								
Approved by City Attorney:	<u> </u>								
Approved by Finance Director:	<u>RK for JG</u>								
Approved by City Manager:	<u>RJK 11/1/19</u>								

INFORMATION/BACKGROUND:

Due to State-imposed limits on property tax growth, relatively flat growth in other revenues, unfunded state and federal mandates, and other factors, the City's operating revenues are not keeping pace with the cost of doing business. As a result, the City of Kenmore faces an upcoming structural deficit in its operating budget (General Fund and Street Fund).

At the City Council's October 7, 2019 regular meeting, the Council approved a two-phase process to create a Financial Sustainability Plan, approved Professional Services Agreements for Management Partners and Chancery Civic LLC, and approved staff's proposal to commission a community survey in 2019. The goal of this process is to create a plan for the City Council's approval by early summer 2020 that will resolve the budget gap for six years (2021-2026, or for three budget biennia) in a way that reflects the community's values.

- In Phase 1, staff is gathering and verifying data on community satisfaction, community priorities, City finances, and the City's long-range financial projections to determine when the City will face a structural deficit and how large that deficit will be. Information gathered in this phase will be presented to the City Council at their retreat in January 2020 for the Council's response and direction before Phase 2 begins.
- In Phase 2, the city will convene a community conversation through spring 2020 to present this information, solicit input on these challenges, evaluate options, and work with community members to propose a range of options to the City Manager that could resolve the issue. This phase concludes with a report from the City Manager to the City Council with recommended actions before the City Council begins deliberations on the 2021-2022 budget.

Proposed Charter for City Financial Sustainability Task Force (CFSTF):
 The City Council approved creation of a task force of community members to represent diverse interests in the community, become educated on City finances and causes of the structural deficit, propose ideas to resolve it, synthesize public input, and develop a range of solutions for the City Manager's consideration.

Staff has prepared a proposed charter (Exhibit A) to define the work of this task force. The goal of this charter is to create a role for the task force that adds value to the process of creating the Financial Sustainability Plan. The role must be interesting and substantial to attract attention and the time commitment of community members who want to serve, but it must also be complementary to both:

1. The City Council's decision-making authority on these matters, and
2. The City staff's professional responsibility to be experts on City finances, to perform research, to analyze options, and to advise the task force and City Council well on these matters.

Requested Actions at November 12, 2019, Regular Meeting:

To initiate this project, the City Council is asked to review and approve the City Financial Sustainability Task Force Charter.

FISCAL CONSIDERATION:

The cost of this work was previously authorized by the City Council on October 7, 2019. There are no additional cost considerations of this action.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2019-2020 City Council Goal 4. Create and Implement a Financial Sustainability Plan

Priority Based Budgeting Governance Results:

*Supports Decision-Making with Timely and Accurate Short-Term and Long-Range Analysis that Enhances Vision and Planning

*Provides Responsive and Accessible Leadership, Focused Community Priorities and Facilitates Timely, Well-Utilized Two-Way Communication and Input with All Stakeholders



DRAFT Charter for
City Financial Sustainability Plan Task Force (CFSPTF)
January 2020 - May 2020

Revised 11/01/2019

Mission

Due to State-imposed limits on property tax growth, relatively flat growth in other revenues, unfunded state and federal mandates, and other factors, the City's operating revenues are not keeping pace with the cost of doing business. As a result, the City of Kenmore faces an upcoming structural deficit in its operating budget (General Fund and Street Fund).

To provide additional community perspective on this issue, the City will create a Financial Sustainability Plan Task Force (FSPTF) of residents and business representatives. The Task Force will work from January 2020 through May 2020 to study the City's operating budget, determine the nature of the problem to be solved, assess solutions, and advise the City Manager on the matter.

As a group, task force members will learn about the City's services, budget, finances, Priority-Based Budgeting, and long-range financial forecasts. The task force will review and synthesize all financial data and public input on the City's operating budgets, then as a task force provide an advisory report to the City Manager with a range of options on ways the City could resolve the upcoming structural deficit. If any options are preferred by the task force, the advisory report can note that. The advisory report to the City Manager will be delivered by May 15, 2020.

This task force's work will be brief, focused, and advisory in nature. As members of the City Council are the directly elected representatives of the people, they retain decision-making authority and responsibility on matters related to the City's finances. Please see attached "Criteria for Success" for guidance from the City Council on the Financial Sustainability Plan process and expected results.

History

The issue of financial sustainability is discussed in the City Manager's budget message in the 2019-2020 City Budget. The Kenmore City Council discussed financial sustainability at their City Council Retreat on January 11 and 12, 2019, adopted it as one of their top five goals, and directed staff to conduct research on the issue and invite staff from other cities with similar

challenges to present to the City Council. In April 2019, after hearing presentations on similar processes in Shoreline and Kirkland, Council directed the City Manager to begin the process of creating a Financial Sustainability Plan. Staff brought Priority-Based Budgeting results maps and a proposed process for creating the Financial Sustainability Plan to the October 7, 2019 special meeting, at which point the City Council amended and approved the results maps and gave direction to proceed with the plan presented.

Authority and Responsibilities

The following tasks will be the responsibilities of the task force to complete by May 15, 2020.

Study and Understand City Budget, Finances, and Long-Term Financial Forecasts: The task force will get dedicated access to City staff, consultants and guests who will present information on the City services, budget, finances, and long-term financial projections to the task force, answer questions on the City's budget and finances, and conduct research to facilitate understanding and assess options suggested by the task force.

Advise on and Assist with Public Engagement Process: The task force will review a public engagement plan and advise on an appropriate process for this work. The task force's recommendations will consider available resources. Task force members may assist with and attend public engagement events, though at these events the task force members are encouraged to listen and observe to allow others to be heard.

The task force will review all public input and assist in synthesizing the information into useful formats for the City Council's and community's review and consideration.

Create Task Force Advisory Report to City Manager: The task force will provide their thoughts and range of solutions to the City Manager in the form of an advisory report. The report will be submitted by May 15, 2019. The facilitator will help draft this report. When approved by vote of the task force, the advisory report will be transmitted in full to the City Manager. A copy will be provided to the City Council and published on the City website for the public to read. Based on the task force's work and the work of City staff, the City Manager will then provide his recommendations to the City Council by the end of June 2019 for their consideration.

Provide Feedback on the Process: Task force members are welcome to provide input on the process while underway by email, phone, or in-person.

Organization

The following outlines how the task force will be organized and how it will complete this work.

Membership: Members will be residents of the City of Kenmore or own/work at a business physically located within the City. Members will be 16 years of age or older. Two positions are preferred for members with previous financial, business ownership, or managerial, experience. The remaining positions should be filled in ways to ensure the task force represents the Kenmore community's diversity in factors such as such as geography/neighborhood, age, education, length of Kenmore residency, and other demographics and life experiences.

With the expectation of two members filling reserved positions for professionals, there is no requirement of experience to serve on the task force. As with members of Congress or members of a City Council, the task force members' life experiences and connections to Kenmore are all the qualifications necessary to serve well on this task force and provide valuable, thoughtful insights on an important community issue.

There will be seven members on the task force.

Meetings: The task force will meet twice per month, most likely on weekday evenings, to complete this workplan.

Facilitator: The City is providing an independent facilitator to plan and moderate meetings to ensure all voices are heard, that the task force functions smoothly, that there can be productive discussion between staff and task force members on these topics, and to give the task force enough technical support to provide feedback to the City Council on the issue in the timeframe requested.

Feedback on the facilitator's service may be provided to the City Manager at any time.

Agenda, Minutes, and Reports: The facilitator will produce meeting agendas and take minutes of the meetings. When the task force member approves these, they will be posted on the City website.

The facilitator will assist the Task Force in drafting the final advisory report, along with one optional interim report if the task force wishes to produce one during their work.

Guests at Meetings: Guests are welcome at the task force meetings to observe. To ensure efficient use of time, there will not be a period for public comment at task force meetings. Instead, individual residents are asked to provide comments to the task force by email, which will be compiled weekly and given to the task force. The public can also provide comments directly to the City Council via email or at public comment periods at regular City Council meetings at any time through this process.

Expectations

Task force members are expected to do the following:

- Come prepared to task force meetings.
- Treat one another, City staff members, and the public with respect, courtesy, and civility.
- Listen with an open mind.
- Ask questions to facilitate improved understanding the issues and options.
- Think independently and speak on their own behalf as informed citizens, not as a designated representative of an organized group in the community.
- Share their viewpoint. Silence will be interpreted to indicate agreement.
- Work together with other task force members to develop an advisory report of recommendations to the City Manager in the time available.
- Maintain focus on *public benefit to all in the Kenmore community* in this work.

The task force will look into only those topic areas and strategies specified by the City's direction on this topic.

There will be no alternates appointed for this task force, so if a member cannot attend a meeting, they should either ask another member to represent their view for that meeting or submit written comments in advance.

Selection Process

The City will accept letters of interest from qualified community members from November 13, 2019 through December 2, 2019. Qualified community members may also be nominated for consideration by others. By early to mid-January 2020, the City Manager will select members based on the criteria listed here.

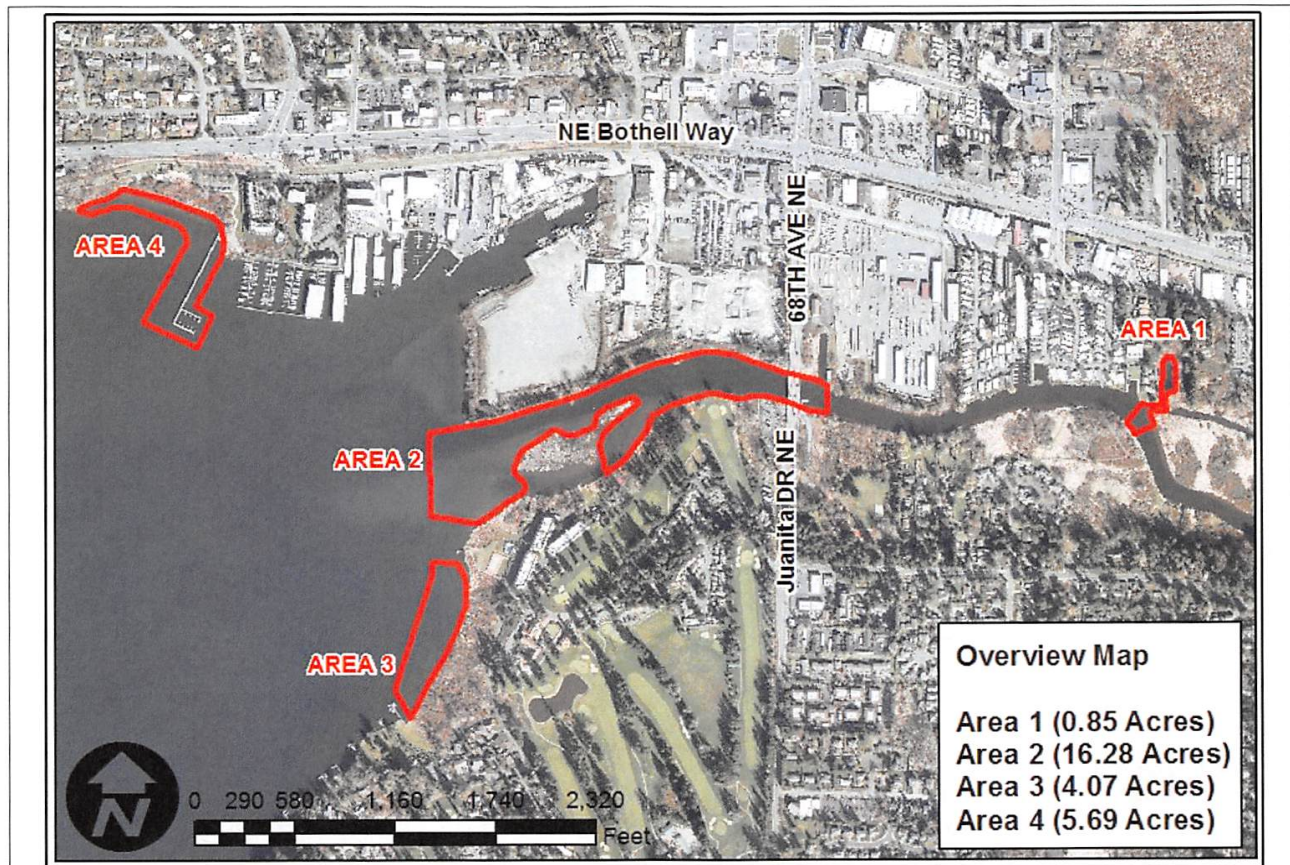
(Text from Exhibit B of Agenda Item VI.B of October 7, 2019 City Council Special Meeting)

Financial Sustainability Plan--Criteria for Success:

Through this process, staff will evaluate the process and results against the following criteria to determine whether we are successful:

1. The Financial Sustainability Plan closes the gap in a way that the City Council feels reflects the values of the community. For this reason, it is approved by the City Council and can be implemented.
2. The approved Financial Sustainability Plan will close the gap for six years or three budget cycles (2021-2022, 2023-2024, 2025-2026) through multiple actions over that timeframe.
3. The community conversation about the Financial Sustainability Plan is honest and open and reflects the feelings and needs of the entire Kenmore community.
4. The council, the task force members, and the public are given clear, comprehensive information on the current state of finances and feel well served. As much as possible, all questions are answered in plain language.
5. Experts are used to check the city's assumptions and improve forecast models.
6. Revenue and expenditure options from city staff, city leadership, task force members, and the public are considered fairly and openly.
7. The process is well documented and clearly communicated in the city newsletter, in the newspaper, and on social media.
8. The city website serves as a single, excellent source of information. It has all documents given to the task force, explains the current financial sustainability challenges, shows the task force meeting schedule, and invites input into the process.

<p>Subject/Topic: Update on the City's management of aquatic weeds in Lake Washington and Sammamish River.</p> <p>Proposed Council Action/Motion: No Council action is needed.</p>	<p>For Council Meeting Agenda of: November 12, 2019</p> <p>Department: Public Works Environmental Services</p> <p>Prepared by: Richard Sawyer, Env. Srvs. Manager</p> <div style="text-align: right; margin-right: 50px;"> <u>Initial & Date</u> </div> <p>Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: _____</p> <p>Exhibits/Attachments: NA</p>
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The need for monitoring and evaluation was identified in the plan in order to gauge the effectiveness of treatment strategies, consider new strategies, if warranted, and revise the plan, if necessary. This report provides an update to Council on the effectiveness of the City's herbicide treatments to date and next steps.

Treatment Summary

In 2016-2017 during the development of the IVAMP, the City's consultant identified three target noxious weeds to target for treatment, including FWL, EWF and BE. Treatments were carried out in 2018 and 2019 targeting these weeds. In early summer, the herbicide Triclopyr was used to target FWL and EWF. Triclopyr is relatively harmless to fish and birds and dissipates quickly. A second treatment was conducted between July 16-31 to target BE. This treatment must occur within this timeframe because the herbicide required to treat BE (Diquat) has to be applied when salmon are least likely to be present in the treatment area. Diquat is a non-selective herbicide and is also effective at treating many other weeds.

In 2018, the treatments appeared to be successful with notable reduction in all three target weeds observed. Increased water clarity was observed from park docks by staff in the weeks after both treatments. In 2019 post-treatment surveys, the herbicide applicator noted that BE and EWM did not appear to be dominant at any of the sites anymore and areas not dominated by FWL were dominated by species other than the three targeted. Treatments for EWM and BE, while successful, may not be needed at the current frequency in the future because of their lowered abundance. There was only limited success with FWL treatment noted in 2019.

Conclusion and Moving Forward

Staff will work with the Consultant this winter to review prior treatment results before scheduling the 2020 treatment in order to implement any adaptations to the current treatment strategy, if needed. Issues that will be considered during the evaluation include:

- Assessing weed presence and abundance. It appears that BE and EWM may no longer be a dominant species and an alternate treatment strategy may be needed. The herbicide applicator has noted abundance of other weeds, such as coontail, white stem pondweed and Nitella as the dominant weeds potentially posing a higher impairment to water use.
- Assess and reprioritize target weeds, if needed.
- Reassess timing and frequency of treatments based on target weed selection.
- Adapt alternate treatment strategy for FWL, which appears to be causing the most impairment for access and recreational use, as observed during pre and post treatment surveys.
- Evaluate if other treatment methods identified in the IVAMP are a viable option yet (i.e. manual, mechanical, dredging, etc...).

The optimal timing window for herbicide treatment starts in late spring or early summer. Staff will need to finish reviewing current treatment strategies with the consultant by spring 2020 in order to advertise for an aquatic herbicide applicator by May. Staff will return to Council at this time to present the 2020 treatment plan and request authorization to contract with an aquatic weed management contractor.

FISCAL CONSIDERATION:

There is not a fiscal impact associated with this report. The annual treatment costs discussed in this report have ranged from \$30K - \$50K.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2019-2020 City Council Goal #10: To protect and enhance the climate, water, air and forest environment.