



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

City Council Regular Meeting

ON-SITE

MONDAY, FEBRUARY 27, 2023 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/82871169611>

Or One tap Mobile: US: +12532158782,,82871169611#

Or Telephone Dial US: +1 253 215 8782

Callers please dial *9 to raise and lower hand

Webinar ID: 828 7116 9611

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

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

II. PROCLAMATION
PROCLAIMED

- A. Women's History Month Proclamation
[Women's History Month Proclamation](#)

III. ROLL CALL

IV. FLAG SALUTE

V. AGENDA APPROVAL

VI. PRESENTATION
PRESENTED

- A. Public Records Requests, presented by Public Records Officer Teresa McAllister
[Presentation - Public Records Requests](#)

VII. WHERE'S THE FUN?
PRESENTED

VIII. PUBLIC COMMENTS
COUNCIL TOOK COMMENTS FROM THE PUBLIC

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the

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

IX. CONSENT AGENDA

APPROVED BY UNANIMOUS CONSENT

- A. Cancel the City Council Regular Meeting of Monday, March 20, 2023.
Schedule a City Council Special Meeting of Monday, March 20, 2023.
- B. Authorize the City Manager to execute Contract 22-C2864 with Lake City Partners Ending Homelessness for outreach and referral services to be provided from March 1, 2023 until February 29, 2024.
[Agenda Bill - Lake City Partners Ending Homelessness](#)
[Attachment 1 - Contract 22-C2864](#)
- C. Approve Total Check #s 51381 through 51466 totaling \$377,793.12 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 01/27/2023 in the amount totaling \$194,155.23 and ACH Payment to KBA Inc. in the amount of \$117,820.36, and ACH Payment to U.S. Bank in the amount of \$2,023.54.
[Voucher Certification and Approval 01/21/23-02/03/2023](#)
- D. Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$3,527,264 for providing additional engineering services during construction of the West Sammamish River Bridge Project.
[Agenda Bill - Jacobs Engineering Contract](#)
- E. Authorize the City Manager to execute Amendment No. 13 of Contract 17-C1657 with Mott MacDonald in an amount not to exceed \$60,000.
[Agenda Bill - Amendment 13 to Mott MacDonald Professional Services Contract 17-C1657](#)
[Exhibit 1 - Amendment 13 Scope of Work, Fee Estimate, and Contract Budget Summary](#)

X. STAFF REPORTS

- A. Dog Park Update, presented by Community Development Director Debbie Bent
REPORTED

- B. Gun Buyback Event Update, presented by Kenmore Police Chief Brandon Moen
REPORTED
- C. Middle Housing Public Engagement, presented by Community Development Director Debbie Bent
REPORTED
- D. Other - City Manager Rob Karlinsey
REPORTED

XI. COUNCILMEMBER REPORTS & COMMENTS

XII. ADJOURNMENT

XIII. UPCOMING MEETINGS

- A. City Council Special and Regular Meeting of Monday, March 13, 2023 at 6:40 PM
City Council Regular Meeting of Monday, March 20, 2023 at 7:00 PM -
TENTATIVELY CANCELED
City Council Special Meeting of Monday, March 20, 2023 at 6:00 PM -
TENTATIVELY SCHEDULED
City Council Regular Meeting of Monday, March 27, 2023 at 7:00 PM

City of Kenmore, Washington Proclamation

WHEREAS, throughout history, women of all races and backgrounds have played a vital and significant role in shaping the course of our country and our world, despite facing barriers and discrimination on the basis of their gender, sexual orientation, race, and ethnicity; and

WHEREAS, women have made innumerable contributions to every aspect of society, from the arts and sciences to politics and activism, and have worked tirelessly to improve the lives of others; and

WHEREAS, the voices and stories of women have often been silenced or overlooked in historical accounts, and it is important to recognize and celebrate the contributions of women from all backgrounds; and

WHEREAS, women have been leaders in every major social and political movement in our country, including the suffrage movement, the civil rights movement, the labor movement, the LGBTQIA+ rights movement, and the environmental movement, among others; and

WHEREAS, women have made significant contributions to these movements and to the broader cause of social justice, including figures such as Sojourner Truth, Susan B. Anthony, Ida B. Wells, Elizabeth Cady Stanton, Alice Paul, and Gloria Steinem, among others; and

WHEREAS, women have also played a critical role in supporting and caring for their families and communities, often through unpaid labor and volunteer work, and have helped to build the foundation of our society;

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim March as Women's History Month in the City of Kenmore. The City makes this proclamation to honor the achievements and contributions of women from all walks of life, and to recognize the ongoing struggle for gender and racial equality. We celebrate the legacy of women who have paved the way for progress, and we stand with women today as we work to create a more just and equitable society for all.

IN WITNESS WHEREOF, signed this 27th day of February 2023.



Signed: _____ Nigel Herbig, Mayor

Attested: _____ Michelle Kang, Acting City Clerk

CITY OF KENMORE City Manager's Office

Kenmore's Public Records Requests

Teresa McAllister, CPRO
Public Records Officer/Administrative Specialist
City Manager's Office
February 27, 2023



The Public Records Act RCW 42.56 (PRA)

"The people do not yield their sovereignty
to the agencies that serve them."



"The people do not give their public servants the
right to decide what is good for the people to know
and what is not good for them to know."



KMC Public Records Chapter 1.10

Kenmore Municipal Code Chapter 1.10

1.10.010(A)...the City will make public records available upon request and publish rules of procedures to inform the public how access to public records will be accomplished.

Role of the Public Records Officer is to carry out the mandates of the PRA placed on public agencies and assure public access to the City's informational assets, including

- Responding to PRRs
- Evaluating records for exempt information
- Managing the PRR program
- Arranging for Staff Training
- Filing the annual JLARC Report



Kenmore's Public Records Requests (PRRs)

Year	No. PRRs Received plus PRRs open at start of year	Average Response Time per PRR
2019	423	2.4
2020	340	3.1
2021	335	3.4
2022	335	2.8

- Staff and PRO hours reported in the ESS timecard system
- Attorney hours not included

PRO spends 33-35% of her time responding to PRRs.



Kenmore's Public Records Requests (PRRs)

Year	Average No. Days to Complete*	Median No. Days to Complete
2019	15	7
2020	16	7
2021	11	7
2022	11	7

Calendar days

* PRRs that take longer than 100 days to close are included in the averages.

According to the 2021 JLARC Report, Statewide

- the average number of days to final disposition was 20 days.
- the median number of days to final disposition was five days.



What Records are Being Requested

- **70% Assigned to Development Services and Community Development**
 - Building/Land Use Permit Files and Code Enforcement
 - Park Development Projects
 - Long-Range Planning & Initiatives
 - Affordable housing, ADUs, missing middle, tenant protections
- **25% Assigned to Other Departments (City Clerk, City Manager's Office, Engineering, Finance/Personnel, Environmental Services, Operations)**
 - City Council meeting materials, Ordinances, Resolutions
 - Street, Sidewalk & Bridge Construction Files
 - City Staff and Council Annual Salary Schedules
 - Citizen Complaints, mostly related to drainage issues
 - Air and Water Quality Monitoring

5% of Requests are for Police Reports or Other Public Agencies Records



Complex Requests

The following requests are broad and require additional time for clarifications, research and possible attorney review for non-PRA exemptions.

- **All records** relating to these [two] parcels...
- **All communication** to, from and among the Kenmore City Council and City staff related to the Ordinance 22-0545 and Ordinance 19-0484.
- **All records** regarding any and all underground sewer/watermain pipe work. Please include Contractors daily diary, inspection reports and photos relating to such work. The project name is Juanita Drive NE Pedestrian and Bicycle Improvements. Contract No. 20-C2144. Approximate dates 8/3/20-1/9/21.

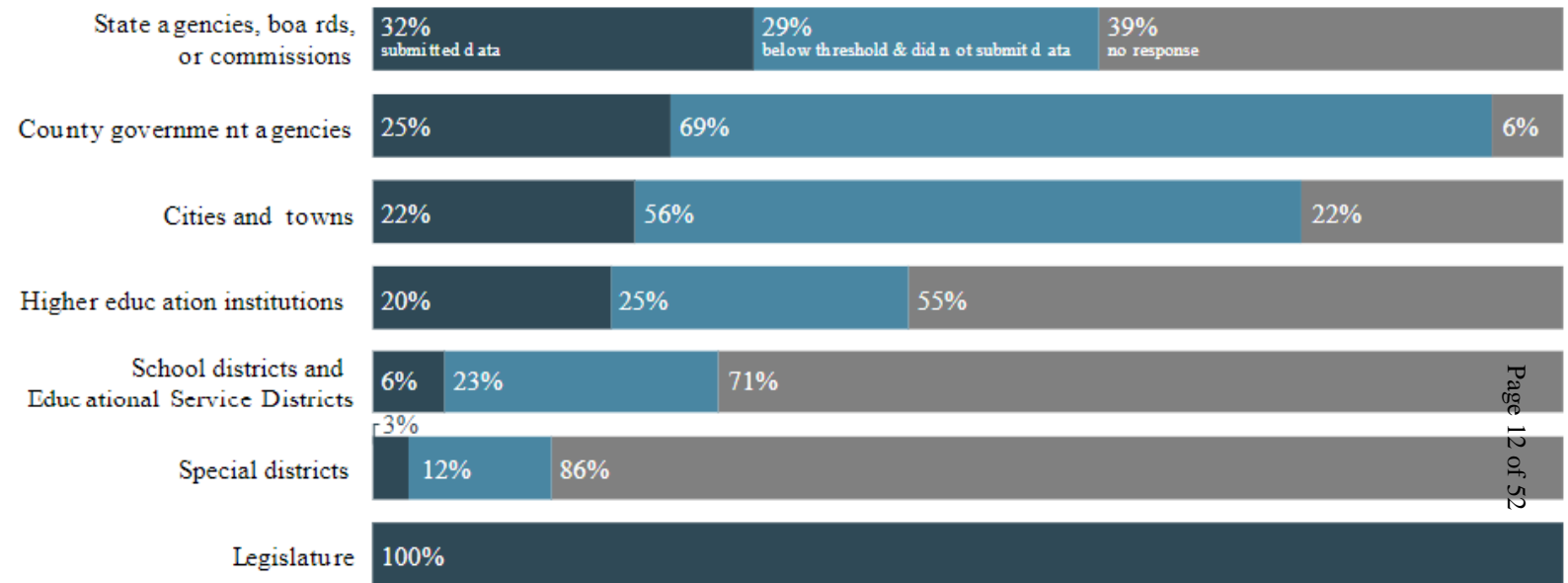


Annual JLARC Reporting

- Washington's public agencies spending over \$100,000/year responding to public records requests are required to report PRR data to the Joint Legislative Audit and Review Committee (RCW 40.14.026; 2017).
- Kenmore spends under the threshold – voluntarily reported since 2017
- [2021 JLARC Public Records Request Report](#) is now available on the JLARC website



Exhibit 2.2: 2021 response rates were highest for state agencies, county government, and Legislature



Source: Data reported by public agencies between 4/22 and 8/22 via JLARC's online reporting system. Both chambers of the Legislature also responded.



For comments and questions:

Teresa McAllister, CPRO

Public Records Officer and Administrative Specialist, City Manager's Office

tmcallister@kenmorewa.gov

425 398 8900





City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>American Rescue Plan Act Homelessness Response Pilot Program</p> <p>Proposed Council Action/Motion: Authorize City Manager to execute contract 22-C2864 with Lake City Partners Ending Homelessness for outreach and referral services to be provided from March 1, 2023 until February 29, 2024</p>	<p>For Council Meeting Agenda of: February 27, 2023</p> <p>Department: City Manager's Office</p> <p>Prepared by: Garrett Oppenheim, Assistant to the City Manager (ARPA)</p> <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">SLL, 2/14/23</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK 2/16/23</td></tr> </table> <p>Attachments: Contract 22-C2864</p>		<u>Initial & Date</u>	Approved by Department Head:	SLL, 2/14/23	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RK 2/16/23
	<u>Initial & Date</u>										
Approved by Department Head:	SLL, 2/14/23										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK 2/16/23										
<p><u>INFORMATION/BACKGROUND:</u></p> <p>On May 16, 2022, the Kenmore City Council adopted a \$575,000 American Rescue Plan Act (ARPA) Work Program for 2022-26 that included \$50,000 for a Homelessness Response Pilot Program. The City issued an RFP on November 14, 2022, published in both The Seattle Times and the Daily Journal of Commerce, and selected as our partner Lake City Partners Ending Homelessness (LCPEH) from among the proposals submitted.</p> <p>We negotiated a scope of work whereby an LCPEH Outreach Specialist will establish and actively monitor routes in Kenmore and host regular engagement sessions at Camp United We Stand and other public locations throughout the City. The Outreach Specialist will also provide case management services; urgent response to calls from the community, emergency services, and city staff; and shelter and housing navigation. LCPEH will provide the City with bimonthly written reports with updates on the status of their work.</p> <p><u>FISCAL CONSIDERATION:</u></p> <p>The program will be funded through \$50,000 of the City's \$6.4 million in ARPA funds and will have no impact on the General Fund.</p> <p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></p> <p>Goal #4: Promote Diversity, Equity, and Inclusion. Goal #6: Enhance Public Safety. Goal #11: Respond to the Pandemic.</p>											

City of Kenmore Contract #: 22-C2864

Allocated Annual Amount: \$50,000

Date Start: 3/1/2023 End: 2/29/2024

CONTRACT FOR PROVISION OF HUMAN SERVICES

THIS AGREEMENT is entered into on this 27th day of February, 2023, by and between the CITY OF KENMORE, a Washington municipal corporation (“City”) and [LAKE CITY PARTNERS ENDING HOMELESSNESS], a Washington nonprofit organization (“Agency”).

Agency Name:	Lake City Partners Ending Homelessness
Program Name:	City of Kenmore ARPA Homelessness Response Program
Street Address:	16357 Aurora Ave N.
City, State Zip:	Shoreline, WA 98133
Agency Contact:	William Towey
Agency Phone Number:	206-913-2267
Email Address:	william@lakecitypartners.org

RECITALS:

WHEREAS, the City has determined the need to have certain services performed for its low income and/or disabled residents and has allocated funds for the purpose of supporting these human service activities, and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions,

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

- 1. Scope and Schedule of Services to be Performed by Agency.** The Agency shall perform those services described on Exhibit A which is attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request and obtain prior written approval from the City to modify the scope or schedule in any way. The parties shall meet in July 2023 to discuss the status of the services

described in Exhibit A to determine if any amendments are necessary. The parties agree that any such amendments shall be approved in writing by the parties pursuant to Section 16.

2. **Maximum Compensation and Method of Payment.** The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit quarterly invoices, on the form attached as Exhibit “B”. The quarterly amount billed shall be one-fourth of the annual allocation unless other arrangements are made in writing. The total amount to be paid shall not exceed \$50,000 for the duration of this Agreement.
3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Agency and shall not be obligated to make payments for services after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
4. **Agency Budget.** The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement in exchange for the services provided by the Agency as described in Exhibit A. If the Agency desires to amend its budget in any way, it shall request prior written approval from the City.
5. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing March 1, 2023 and ending February 29, 2024. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.
6. **Independent Agency.** Agency and City agree that Agency is an independent Agency with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employee of the Agency. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
7. **Work Performed at the Agency’s Risk.** The Agency shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of providing the services hereunder and shall utilize all protection necessary for that purpose. All services shall be provided at the Agency’s own risk, and the Agency shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Agency for use in connection with the provision of services.

- 8. Indemnification.** The Agency shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

9. Insurance Requirements.

- A. Insurance Term. The Agency shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Agreement and such coverage shall remain in effect through the term of the Agreement.
- B. No Limitation. The Agency's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Agency's required insurance shall be of the types and coverage as stated below:
 - 1. *Automobile Liability* insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 2. *Commercial General Liability* insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Agency's Commercial General Liability insurance

policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

D. Minimum Amounts of Insurance. The Agency shall maintain the following insurance limits:

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

E. City Full Availability of Agency Limits.

If the Agency maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

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

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

- H. Verification of Coverage. The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agency before commencement of the work. Upon request by the City, the Agency shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

- I. Subcontractors' Insurance. The Agency shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Agency-provided insurance as set forth herein, except the Agency shall have sole

responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Agency shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- J. Notice of Cancellation. The Agency shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- K. Failure to Maintain Insurance. Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Agency to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.

10. Record Keeping and Reporting.

- A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

11. Audits and Inspections. The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City or its agents during the performance of this Agreement.

12. Termination. This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days' written notice of the City's intention to terminate the same. Failure to provide products or services on schedule and/or as set forth in Exhibit A may result in contract termination. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

13. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure.
14. **Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, or presence of any sensory, mental or physical handicap.
15. **Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment without the prior written consent of the City shall be void.
16. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Waiver.** Any waiver by the Agency or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. **Modification.** This Agreement may only be amended by written agreement signed by both Parties.
19. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County,

Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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

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

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

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

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

City of Kenmore
Attn: City Clerk
18120 68th Ave NE
Kenmore, WA 98028
Email: mkang@kenmorewa.gov Phone: 425-398-8900

B. Notices to the Agency shall be sent to the following address:

Contact Name: William Towey
Agency Name: Lake City Partners Ending Homelessness
Street Address: 16357 Aurora Ave. N.
City, State Zip: Shoreline, WA 98133
Email: william@lakecitypartners.org Phone No: 206-913-2267

24. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

CITY OF KENMORE, WASHINGTON

AGENCY RECEIVING FUNDS

Rob Karlinsey, City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

**EXHIBIT A:
SCOPE OF WORK**

City of Kenmore

**LAKE CITY PARTNERS ENDING HOMELESSNESS
SCOPE OF SERVICES TO BE PERFORMED
AND PROGRAM MEASUREMENTS**

INTRODUCTION

This contract will expand the capacity of the LCPEH Outreach Specialist program to include the City of Kenmore for one year. The Outreach Specialist program offers a 4-hour response time between 9:00 A.M. and 5:00 P.M., Monday through Friday for service requests from City of Kenmore staff/partners, initiated by phone, online form, or email. The program also provides a baseline service level that includes regularly scheduled outreach activities/events, community/provider partnerships, and routine physical presence (weekly engagement routes) to provide street-level community-based case management.

SCOPE OF WORK

Urgent Response:

The program will be responsive to the requests from community members, Kenmore City Staff, Police/Fire Departments, Parks, etc., with an engagement response/results information follow-up in a timely manner.

An urgent response can have a resolution that is made through an in-person conversation with a client or authority, or via phone, or email. Primary goals of urgent response include pre-arrest diversion for clients in distress, risk mitigation for municipal engagement with those experiencing homelessness, and case management integration work with existing programs such as the Regional Crisis Response (RCR) team.

Program staff will use de-escalation skills and conflict prevention (CPI) methods of engagement to build a rapport with clients in the hope that ongoing case management and engagement will follow.

Active Engagement:

The Outreach Specialist will establish regular active-engagement routes in the City of Kenmore to seek out and engage with community members in need who have not been contacted. The Outreach Specialist will monitor those routes one to two times each week.

The Outreach Specialist will staff one monthly engagement outreach session at a location such as City Hall, a local business, a partnering organization, or the library that can serve as homelessness services aggregation points and will attend Community Court at Shoreline City Hall on days when Kenmore residents are appearing in court.

The Outreach Specialist will check in at Camp United We Stand at Northlake Lutheran twice per month to engage with residents there and provide case management. The camp will have the Outreach Specialist's contact information should a resident need to connect more urgently. A similar strategy will be utilized for any safe parking areas that open within the City of Kenmore.

Community-Based Case Management:

Our program will focus on finding the 'hotspots' in Kenmore and developing a regular weekly active-engagement route that meets unsheltered neighbors where they are at, in a non-judgemental and non-threatening manner. Outreach Specialist will hold monthly debriefing meetings with representatives from the Kenmore Police Department and the RCR agency to share information and compare notes with each other about who is being encountered and where encounters are occurring.

The program will provide an ongoing in-place case management capacity for unsheltered, unhoused, or housing insecure clients in the community by developing ongoing activities that create regularly scheduled aggregation points (at least two per month). Building regular and persistent engagement activities creates increased ability to engage with client in a relational manner and develop trusted relationships.

This type of street-level community-based case management works to ensure that clients have their basic needs met and provides referrals to services for employment/income opportunities, stabilizing documents, bus tickets and housing/shelter referrals. The Outreach Specialist will follow up with agencies to whom referrals are made on a monthly basis to check the status of referred clients and follow up as needed.

Regular engagement builds community re-integration skills for those who have become separated and 'othered' through the experience of homelessness. By building a steady cadence and operational framework of engagement, we create a container for access to services with other providers in a variety of service domains, e.g. Medicaid access (mental, behavioral, physical health), entitlements, criminal justice remediation, and shelter/housing.

The LCPEH Outreach Specialist program will record their interactions with clients through a 'by-names' list, as well as entering data into the state-wide HMIS platform when possible.

Shelter and Housing Navigation:

The LCPEH Outreach Staff will be able to provide direct referrals to The Oaks and God's Li'l Acre. The staff will be responsible for accessing other housing resources for clients, including the use of diversion funds for referred clients who are nearing housing readiness, or making referrals and recommendations for other transitional housing and shelter programs.

The regularly scheduled community engagement schedule (aggregation points) is also an effective way to create engagement and resource provision for those who are 'housing insecure' and at risk of becoming unhoused. Often we build a partnership with a local business to co-host a safe place for clients and staff to meet while receiving case management services.

Reporting:

LCPEH will provide a written bi-monthly services provision report that includes the following data:

- Total number of client engagements
- Number of individuals engaged
- Number of first-time client engagements
- Number of follow-up engagements initiated by the Outreach Specialist
- Number of follow-up engagements initiated by a client
- Number of client engagements initiated by a call from Kenmore Police
- Outcomes of client engagements
- Current "hot spot" locations within the City of Kenmore
- A list of other agencies to whom clients are referred

EXHIBIT B
Invoice & Service Reporting Form

Agency Name:

Agency Address:

Agency Email:

Agency Phone Number:

Date of Invoice:

Invoice for Quarter No.

To: **City of Kenmore**

Human Services

18120 68th Avenue NE

Kenmore, Washington 98028

Phone: (425) 398-8900

Email: mkang@kenmorewa.gov

Measurement	2023 Projected	Current Quarter Actual	2023 Year-to- Date Total

*Listed below is the total allocation, and quarterly invoice amounts for 2023_-2024_funding.
Invoices received by the City beyond the due date outlined below may not be paid.*

2023 Total Award	Q 1 Invoice DUE 5-15	Q 2 Invoice DUE 8-15	Q 3 Invoice DUE 11-15	Q 4 Invoice DUE 2-29-24

2024 Total Award	Q 1 Invoice DUE 5-15	Q 2 Invoice DUE 8-15	Q 3 Invoice DUE 11-15	Q 4 Invoice DUE 2-25-24

CONTRACT SUMMARY:

Total contract award \$

Previous payments \$

Amount requested this invoice \$

Balance remaining \$

E-mail Address:

Authorized signature:

For City of Kenmore Use Only

Account No. **001.012.55720.5005**

Approved for Payment by: _____ Date: _____

City of Kenmore Human Services Agreement

Page 12 of 12

Updated 12/2022 IBDR

IX. B. Authorize the City Manager to execute Contract 22-C2864 with Lake...



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

01/21/23 - 02/03/23

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

Total Check #s 51381 through 51466: \$377,793.12

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 01/27/2023 \$194,155.23

ACH Payments - KBA Inc.: \$117,820.36

ACH Payments -U.S. Bank: \$2,023.54

Rob Karlinsey
Rob Karlinsey (Feb 7, 2023 15:08 PST)

Feb 7, 2023

City Manager / Date

Brian Randall
BRIAN RANDALL (Feb 7, 2023 15:04 PST)

Feb 7, 2023

Accountant for Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
KBA INC.	1304	02/03/2023	18-C1846 Nov. W. Samm. Bridge Proj. Mgmt	71,936.97
KBA INC.	1305	02/03/2023	18-C1846 Dec. W. Samm. Bridge Proj. Mgmt.	45,883.39
U.S. BANK PURCHASE CARDS	1306	02/03/2023	Zoom/MRSC Event/Jobpost Seattle Times	948.00
U.S. BANK PURCHASE CARDS	1307	02/03/2023	Zoom	60.54
U.S. BANK PURCHASE CARDS	1308	02/03/2023	MRSC/Alaska Municipal League/Seaside Institute	1,015.00
AFLAC	51381	01/27/2023	Employee Medical/Disability Plans	209.04
AWC EMPLOYEE BENEFIT TRUST	51382	01/27/2023	Employee Health Insurance	82,999.68
AWC EMPLOYEE BENEFIT TRUST	51383	01/27/2023	Void	-
AWC EMPLOYEE BENEFIT TRUST	51384	01/27/2023	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	51385	01/27/2023	City of Kenmore	3,864.30
DEPARTMENT OF LABOR AND INDUSTRIES	51386	01/27/2023	Void	-
EMPLOYMENT SECURITY DEPARTMENT	51387	01/27/2023	Paid Family & Medical Leave	3,043.53
EMPLOYMENT SECURITY DEPARTMENT	51388	01/27/2023	Void	-
LINCOLN NATIONAL LIFE INSURANCE	51389	01/27/2023	Life Ins/ADD & LTD	1,651.92
MISSION SQUARE / 109964	51390	01/27/2023	City of Kenmore 401a	21,416.97

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

MISSION SQUARE 457 / 304745	51391	01/27/2023	ICMA 457 Deferred Comp	5,187.38
NATIONAL LIFE OF VERMONT	51392	01/27/2023	Life Insurance	123.17
UNITED WAY OF KING COUNTY	51393	01/27/2023	Employee Charitable Contribution	40.00
BOTHELL KENMORE CHAMBER OF COMMERCE	51394	02/03/2023	Dec. KBA Support Services	300.00
BRIEN, GAYLYNN	51395	02/03/2023	Nov. 2022 Sales Tax Data Conversion Svcs.	50.00
CALPORTLAND COMPANY	51396	02/03/2023	Material for Catch Basin Repair	58.42
CALPORTLAND COMPANY	51397	02/03/2023	Surface Water Materials	48.42
CANON FINANCIAL SERVICES, INC.	51398	02/03/2023	Jan. Copier Lease	266.08
CASCADE PEST CONTROL	51399	02/03/2023	Monthly Rhododenron Park Pest Control	154.58
CASCADIA LAW GROUP	51400	02/03/2023	Dec. Cadman Legal Svcs	2,868.75
CECCANTI, INC.	51401	02/03/2023	19-C1977 Dec. W. Sammamish Bridge Project	101,769.77
CHICAGO TITLE	51402	02/03/2023	Mailing Labels - NOA PRJ22-0065	5.50
CHRISTINE CABATIT	51403	02/03/2023	Reimbursement for Notary Course/Supplies	298.49
CITY OF KENT	51404	02/03/2023	Share1App	500.00
CITY WIDE FENCE COMPANY, INC	51405	02/03/2023	Split Rail Fence Installation @ Squire's Landing	11,158.64
CODE PUBLISHING COMPANY	51406	02/03/2023	Municipal Code - Web Update	950.06
CODE PUBLISHING COMPANY	51407	02/03/2023	Municipal Code Supplement	669.20
CODE PUBLISHING COMPANY	51408	02/03/2023	Municipal Code Web Update	155.25
CONFLUENCE ENVIRONMENTAL COMPANY	51409	02/03/2023	8/1/22-9/30/22 Log Boom Park Proj.	3,422.50
CREATION ORGANICS, LLC	51410	02/03/2023	Spill Absorbent Pads	2,182.38
ELECTRONIC BUSINESS MACHINES	51411	02/03/2023	Jan. Copier B/W & Color Overage Chgs	90.01
ENVIROTECH	51412	02/03/2023	Ice Slicer (Salt Product for Snow/Ice)	7,973.66
EVERMARK, LLC	51413	02/03/2023	City Logo Work Jackets	264.86
FLEMINGS HOLIDAY LIGHTING LLC	51414	02/03/2023	Holiday Lighting Removal - Remainder of Bal.	1,598.51
GORDON THOMAS HONEYWELL	51415	02/03/2023	Jan. Governmental Affairs Consulting	4,515.00
GORDON THOMAS HONEYWELL	51416	02/03/2023	Dec. Governmental Affairs Consulting	4,300.00
GOURAV MITRA	51417	02/03/2023	City Hall Room Rental Deposit Refund	250.00
GRAINGER	51418	02/03/2023	Desk & File Moving Supplies	1,157.90
GRAINGER	51419	02/03/2023	Spill Absorbent Socks/Booms	794.01
GRAINGER	51420	02/03/2023	Spill Absorbent Socks	148.46
H.D. FOWLER COMPANY	51421	02/03/2023	Surface Water Tool	453.20
HERRERA ENVIRONMENTAL CONSULTANTS	51422	02/03/2023	7/30-9/30 Aquatic Plant Survey	955.81
HIGHWIRE	51423	02/03/2023	Tree Grates	2,059.70
JACOBS ENGINEERING GROUP	51424	02/03/2023	10/29-12/31 W. Sammamish Bridge Svcs	10,862.55
JET CITY PRINTING	51425	02/03/2023	Misc. Office Supplies	526.28

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

KING COUNTY ANIMAL SVCS	51426	02/03/2023	Pet Licenses	60.00
KING COUNTY FINANCE	51427	02/03/2023	Dec. Road Svcs - Signals/Signs	13,683.16
LAKESIDE INDUSTRIES	51428	02/03/2023	Cold Mix Asphalt	1,185.78
MEADOWDALE MARINA LLC	51429	02/03/2023	PRJ2012-010/ENG2013-0425 Deposit	7,500.00
MERANDA DIRECTO	51430	02/03/2023	Cancelled MEC23-0036 - Duplicate	311.85
MID SOUND FISHERIES	51431	02/03/2023	Refund Security Deposit for CH Room Rental	250.00
MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	51432	02/03/2023	Oct. - Dec. Town Square/Hangar Trash Svcs	1,500.00
NARWHAL MET, LLC	51433	02/03/2023	Feb. Weather Monitoring Svcs	400.00
NORTHSHORE UTILITY DIST	51434	02/03/2023	11/15/22-01/15/23 Hangar Irrigation	76.60
NORTHSHORE UTILITY DIST	51435	02/03/2023	11/15/22-01/15/23 Hangar Bldg. Water/Sewer	473.89
NORTHSHORE UTILITY DIST	51436	02/03/2023	11/15/22-01/15/23 Water Fill Station	17.44
NORTHSHORE UTILITY DIST	51437	02/03/2023	11/15/22-01/15/23 Various Wtr/Swr & Irrigation Chg	5,736.36
NORTHSHORE YOUTH SOCCER ASSOC.	51438	02/03/2023	Refund for 2.5 hours Moorlands Field	55.00
OFFICE DEPOT	51439	02/03/2023	Misc. Office Supplies	71.01
OFFICE DEPOT	51440	02/03/2023	Misc. Office Supplies	87.12
OFFICE DEPOT	51441	02/03/2023	Misc. Office Supplies	45.78
OPTICOS DESIGN, INC.	51442	02/03/2023	22-C2836 Dec. MMH Design/Consulting Svcs.	24,951.50
PACIFIC TOPSOILS	51443	02/03/2023	12/26-1/25 Dump Fees & Materials Purchased	1,647.15
PENDLETON CONSULTING LLC	51444	02/03/2023	Council Mini Retreat Consulting Svcs	1,809.73
PUGET SOUND ENERGY	51445	02/03/2023	12/14-1/13 Traffic Signals/Electricity/Gas Chgs	5,282.42
PUGET SOUND FINANCE OFFICERS ASSOC	51446	02/03/2023	2023 Membership Dues	75.00
REPUBLIC SERVICES	51447	02/03/2023	Jan. City Hall Solid Waste	889.28
REPUBLIC SERVICES	51448	02/03/2023	Jan. Rhododendron Park Solid Waste	770.93
SAFEBUILT LLC	51449	02/03/2023	Aug. 2022 Plan Review Svcs	9,722.81
SEATTLE PUMP & EQUIPMENT CO./JETTERS NW	51450	02/03/2023	PW Equipment Maintenance	457.47
SEATTLE TIMES	51451	02/03/2023	Legal Notices Sept. 2022	285.44
SMS CLEANING, INC.	51452	02/03/2023	City Hall/Hangar/PW Office Janitorial	6,495.00
SREBNIK, DEBRA	51453	02/03/2023	NLC - Airfare Reimbursement	538.80
STAPLES ADVANTAGE	51454	02/03/2023	Hangar Bldg. Maintenance Supplies	198.64
STAPLES ADVANTAGE	51455	02/03/2023	Parks' Maintenance Supplies/Gloves	161.85
STAPLES ADVANTAGE	51456	02/03/2023	City Hall & Hangar Maintenance Supplies	60.97
STAPLES ADVANTAGE	51456	02/03/2023	City Hall & Hangar Maintenance Supplies	186.57
STEWART MACNICHOLS HARMELL, INC.	51457	02/03/2023	Dec. Public Defense Services	5,000.00
TOTAL LANDSCAPE CORP	51458	02/03/2023	City Hall & Parks Landscaping	5,030.02

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

VENTILATION POWER CLEANING, INC.	51459	02/03/2023	Jan. 20th Vactor Truck Services	1,265.00
WA ASSOC OF BUILDING OFFICIALS	51460	02/03/2023	Job Postings	100.00
WA STATE DEPT OF TRANSPORTATION	51461	02/03/2023	Nov. W. Samm. Bridge Proj. Mgmt	230.49
WA STATE DEPT OF TRANSPORTATION	51462	02/03/2023	Nov. Red Light Camera Installation	163.69
WA STATE DEPT OF TRANSPORTATION	51463	02/03/2023	Dec. W. Sammamish Bridge Engineering Svcs	153.68
WA STATE DEPT OF TRANSPORTATION	51464	02/03/2023	Dec. 2022 68th/ 175th & 181st Signal Maint.	679.57
WA STATE DEPT OF TRANSPORTATION	51465	02/03/2023	Dec. Salt for Snow & Ice	686.14
ZIPLY FIBER	51466	02/03/2023	PW Office Internet 1/19-2/18	153.00
DRS 457	DFT0001496	01/27/2023	DRS 457 Deferred Comp	505.00
AVIDIA HEALTH	DFT0001497	01/27/2023	Employee Health Savings Contribution	117.30
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001498-1504	01/27/2023	Public Employees Retirement	31,136.79
NAVIA	DFT0001505	01/27/2023	Employee Flexible Spending Account	806.90
BANK OF AMERICA 941	DFT0001506	01/27/2023	Federal Taxes	24,810.18
PAYROLL	Electronic Dep.	1/27/2023	Direct Deposit	136,779.06
TOTAL				<u>\$ 691,792.25</u>

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

KBA INC.	1304	02/03/2023	18-C1846 Nov. W. Sammamish Bridge Proj. Mgmt
KBA INC.	1305	02/03/2023	18-C1846 Dec. W. Sammamish Bridge Proj. Mgmt.
U.S. BANK PURCHASE CARDS	1306	02/03/2023	Zoom/MRSC Event/Jobpost Seattle Times
U.S. BANK PURCHASE CARDS	1307	02/03/2023	Zoom
U.S. BANK PURCHASE CARDS	1308	02/03/2023	MRSC/Alaska Municipal League/Seaside Institute
AFLAC	51381	01/27/2023	Employee Medical/Disability Plans
AWC EMPLOYEE BENEFIT TRUST	51382	01/27/2023	Employee Health Insurance
AWC EMPLOYEE BENEFIT TRUST	51383	01/27/2023	Void
AWC EMPLOYEE BENEFIT TRUST	51384	01/27/2023	Void
DEPARTMENT OF LABOR AND INDUSTRIES	51385	01/27/2023	City of Kenmore
DEPARTMENT OF LABOR AND INDUSTRIES	51386	01/27/2023	Void
EMPLOYMENT SECURITY DEPARTMENT	51387	01/27/2023	Paid Family & Medical Leave
EMPLOYMENT SECURITY DEPARTMENT	51388	01/27/2023	Void
LINCOLN NATIONAL LIFE INSURANCE	51389	01/27/2023	Life Ins/ADD & LTD
MISSION SQUARE / 109964	51390	01/27/2023	City of Kenmore 401a Loan
MISSION SQUARE 457 / 304745	51391	01/27/2023	ICMA 457 Deferred Comp
NATIONAL LIFE OF VERMONT	51392	01/27/2023	Life Insurance
UNITED WAY OF KING COUNTY	51393	01/27/2023	Employee Charitable Contribution
BOTHELL KENMORE CHAMBER OF COMMERCE	51394	02/03/2023	Dec. KBA Support Services
BRIEN, GAYLYNN	51395	02/03/2023	Nov. 2022 Sales Tax Data Conversion Svcs.
CALPORTLAND COMPANY	51396	02/03/2023	Material for Catch Basin Repair
CALPORTLAND COMPANY	51397	02/03/2023	Surface Water Materials
CANON FINANCIAL SERVICES, INC.	51398	02/03/2023	Jan. Copier Lease
CASCADE PEST CONTROL	51399	02/03/2023	Monthly Rhododendron Park Pest Control
CASCADIA LAW GROUP	51400	02/03/2023	Dec. Cadman Legal Svcs
CECCANTI, INC.	51401	02/03/2023	Dec. W. Sammamish Bridge Project
CHICAGO TITLE	51402	02/03/2023	Mailing Labels - NOA PRJ22-0065
CHRISTINE CABATIT	51403	02/03/2023	Reimbursement for Notary Course/Supplies
CITY OF KENT	51404	02/03/2023	Share1App
CITY WIDE FENCE COMPANY, INC	51405	02/03/2023	Split Rail Fence Installation @ Squire's Landing
CODE PUBLISHING COMPANY	51406	02/03/2023	Municipal Code - Web Update

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

CODE PUBLISHING COMPANY	51407	02/03/2023	Municipal Code Supplement
CODE PUBLISHING COMPANY	51408	02/03/2023	Municipal Code Web Update
CONFLUENCE ENVIRONMENTAL COMPANY	51409	02/03/2023	8/1/22-9/30/22 Log Boom Park Proj.
CREATION ORGANICS, LLC	51410	02/03/2023	Spill Absorbent Pads
ELECTRONIC BUSINESS MACHINES	51411	02/03/2023	Jan. Copier B/W & Color Overage Chgs
ENVIROTECH	51412	02/03/2023	Ice Slicer (Salt Product for Snow/Ice)
EVERMARK, LLC	51413	02/03/2023	City Logo Work Jackets
FLEMINGS HOLIDAY LIGHTING LLC	51414	02/03/2023	Holiday Lighting Removal - Remainder of Bal.
GORDON THOMAS HONEYWELL	51415	02/03/2023	Jan. Governmental Affairs Consulting
GORDON THOMAS HONEYWELL	51416	02/03/2023	Dec. Governmental Affairs Consulting
GOURAV MITRA	51417	02/03/2023	City Hall Room Rental Deposit Refund
GRAINGER	51418	02/03/2023	Desk & File Moving Supplies
GRAINGER	51419	02/03/2023	Spill Absorbent Socks/Booms
GRAINGER	51420	02/03/2023	Spill Absorbent Socks
H.D. FOWLER COMPANY	51421	02/03/2023	Surface Water Tool
HERRERA ENVIRONMENTAL CONSULTANTS	51422	02/03/2023	7/30-9/30 Aquatic Plant Survey
HIGHWIRE	51423	02/03/2023	Tree Grates
JACOBS ENGINEERING GROUP	51424	02/03/2023	10/29-12/31 W. Sammamish Bridge Svcs
JET CITY PRINTING	51425	02/03/2023	Misc. Office Supplies
KING COUNTY ANIMAL SVCS	51426	02/03/2023	Pet Licenses
KING COUNTY FINANCE	51427	02/03/2023	Dec. Road Svcs - Signals/Signs
LAKESIDE INDUSTRIES	51428	02/03/2023	Cold Mix Asphalt
MEADOWDALE MARINA LLC	51429	02/03/2023	PRJ2012-010/ENG2013-0425 Deposit
MERANDA DIRECTO	51430	02/03/2023	Cancelled MEC23-0036 - Duplicate
MID SOUND FISHERIES	51431	02/03/2023	Refund Security Deposit for CH Room Rental
MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	51432	02/03/2023	Oct. - Dec. Town Square/Hangar Trash Svcs
NARWHAL MET, LLC	51433	02/03/2023	Feb. Weather Monitoring Svcs
NORTHSHORE UTILITY DIST	51434	02/03/2023	11/15/22-01/15/23 Hangar Irrigation
NORTHSHORE UTILITY DIST	51435	02/03/2023	11/15/22-01/15/23 Hangar Bldg. Water/Sewer
NORTHSHORE UTILITY DIST	51436	02/03/2023	11/15/22-01/15/23 Water Fill Station

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

NORTHSHORE UTILITY DIST	51437	02/03/2023	11/15/22-01/15/23 Vactor Wt/Wr & Irrigation Chg
NORTHSHORE YOUTH SOCCER ASSOC.	51438	02/03/2023	Refund for 2.5 hours Moorlands Field
OFFICE DEPOT	51439	02/03/2023	Misc. Office Supplies
OFFICE DEPOT	51440	02/03/2023	Misc. Office Supplies
OFFICE DEPOT	51441	02/03/2023	Misc. Office Supplies
OPTICOS DESIGN, INC.	51442	02/03/2023	22-C2836 Dec. MMH Design/Consulting Svcs.
PACIFIC TOPSOILS	51443	02/03/2023	12/26-1/25 Dump Fees & Materials Purchased
PENDLETON CONSULTING LLC	51444	02/03/2023	Council Mini Retreat Consulting Svcs
PUGET SOUND ENERGY	51445	02/03/2023	12/14-1/13 Traffic Signals/Electricity/Gas Chgs
PUGET SOUND FINANCE OFFICERS ASSOC	51446	02/03/2023	2023 Membership Dues
REPUBLIC SERVICES	51447	02/03/2023	Jan. City Hall Solid Waste
REPUBLIC SERVICES	51448	02/03/2023	Jan. Rhododendron Park Solid Waste
SAFEBUILT LLC	51449	02/03/2023	Aug. 2022 Plan Review Svcs
SEATTLE PUMP & EQUIPMENT CO./JETTERS NW	51450	02/03/2023	PW Equipment Maintenance
SEATTLE TIMES	51451	02/03/2023	Legal Notices Sept. 2022
SMS CLEANING, INC.	51452	02/03/2023	City Hall/Hangar/PW Office Janitorial
SREBNIK, DEBRA	51453	02/03/2023	NLC - Airfare Reimbursement
STAPLES ADVANTAGE	51454	02/03/2023	Hangar Bldg. Maintenance Supplies
STAPLES ADVANTAGE	51455	02/03/2023	Parks' Maintenance Supplies/Gloves
STAPLES ADVANTAGE	51456	02/03/2023	City Hall & Hangar Maintenance Supplies
STAPLES ADVANTAGE	51456	02/03/2023	City Hall & Hangar Maintenance Supplies
STEWART MACNICHOLS HARMELL, INC.	51457	02/03/2023	Dec. Public Defense Services
TOTAL LANDSCAPE CORP	51458	02/03/2023	City Hall & Parks Landscaping
VENTILATION POWER CLEANING, INC.	51459	02/03/2023	Jan. 20th Vactor Truck Services
WA ASSOC OF BUILDING OFFICIALS	51460	02/03/2023	Job Postings
WA STATE DEPT OF TRANSPORTATION	51461	02/03/2023	Nov. W. Samm. Bridge Proj. Mgmt
WA STATE DEPT OF TRANSPORTATION	51462	02/03/2023	Nov. Red Light Camera Installation
WA STATE DEPT OF TRANSPORTATION	51463	02/03/2023	Dec. W. Sammamish Bridge Engineering Svcs
WA STATE DEPT OF TRANSPORTATION	51464	02/03/2023	Dec. 2022 68th/ 175th & 181st Signal Maint.
WA STATE DEPT OF TRANSPORTATION	51465	02/03/2023	Dec. Salt for Snow & Ice
ZIPLY FIBER	51466	02/03/2023	PW Office Internet 1/19-2/18

IX. C. Approve

Total Check #s 51381 through 51466 totaling \$377,793.12 a...

DRS 457	DFT0001496	01/27/2023	DRS 457 Deferred Comp
AVIDIA HEALTH	DFT0001497	01/27/2023	Employee Health Savings Contribution
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001498-150	01/27/2023	Public Employees Retirement
NAVIA	DFT0001505	01/27/2023	Employee Flexible Spending Account
BANK OF AMERICA 941	DFT0001506	01/27/2023	Federal Taxes

5.5

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Voucher Certification and Approval

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

2/7/2023 12:31:17 PM

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

71,936.97
45,883.39
948.00
60.54
1,015.00
209.04
82,999.68
-
-
3,864.30
-
3,043.53
-
1,651.92
21,416.97
5,187.38
123.17
40.00
300.00
50.00
58.42
48.42
266.08
154.58
2,868.75
101,775.27
5.50
298.49
500.00
11,158.64
950.06

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

669.20
155.25
3,422.50
2,182.38
90.01
7,973.66
264.86
1,598.51
4,515.00
4,300.00
250.00
1,157.90
794.01
148.46
453.20
955.81
2,059.70
10,862.55
526.28
60.00
13,683.16
1,185.78
7,500.00
311.85
250.00
1,500.00
400.00
76.60
473.89
17.44

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

5,736.36

55.00

71.01

87.12

45.78

24,951.50

1,647.15

1,809.73

5,282.42

75.00

889.28

770.93

9,722.81

457.47

285.44

6,495.00

538.80

198.64

161.85

60.97

186.57

5,000.00

5,030.02

1,265.00

100.00

230.49

163.69

153.68

679.57

686.14

153.00

IX. C. Approve
Total Check #s 51381 through 51466 totaling \$377,793.12 a...

505.00
117.30
31,136.79
806.90
24,810.18
<hr/> <hr/> 555,018.69










02-03-2023

Final Audit Report

2023-02-07

Created:	2023-02-07
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEOvuWh6oMF5iqjV2kz4zMnpilJWSn0ys

"02-03-2023" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
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 2023-02-07 - 10:40:36 PM GMT
-  Email viewed by BRIAN RANDALL (brandall@kenmorewa.gov)
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-  Document e-signed by BRIAN RANDALL (brandall@kenmorewa.gov)
 Signature Date: 2023-02-07 - 11:04:52 PM GMT - Time Source: server- IP address: 50.235.209.34
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-  Email viewed by rkarlinsey@kenmorewa.gov
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-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
 2023-02-07 - 11:08:36 PM GMT- IP address: 50.47.238.254
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
 Signature Date: 2023-02-07 - 11:08:38 PM GMT - Time Source: server- IP address: 50.47.238.254
-  Agreement completed.
 2023-02-07 - 11:08:38 PM GMT



City Council Business Agenda Item City of Kenmore, WA

<p>Subject/Topic: West Sammamish River Bridge additional engineering services during construction Contract Amendment</p> <p>Proposed Council Action/Motion: Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$3,527,264 for providing additional engineering services during construction of the West Sammamish River Bridge Project.</p>	<p>For Council Meeting Agenda of: 2/27/2023</p> <p>Department: <u>PW Engineering</u></p> <p>Prepared by: <u>John Vicente, P.E.</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">Initial & Date</td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;"><u>JFV 2/7/2023</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"><u>NA</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"><u>N/A</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><u>RGK 2/7/2023</u></td> </tr> </table> <p>Exhibits/Attachments: NA</p>		Initial & Date	Approved by Department Head:	<u>JFV 2/7/2023</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RGK 2/7/2023</u>
	Initial & Date										
Approved by Department Head:	<u>JFV 2/7/2023</u>										
Approved by City Attorney:	<u>NA</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RGK 2/7/2023</u>										
<p><u>INFORMATION/BACKGROUND:</u></p> <p>Background: On January 21, 2020, City Council authorized the City Manager to execute a contract amendment with Jacobs Engineering to provide engineering services during construction for the West Sammamish River Bridge Project. On January 19, 2021, City Council authorized an increase to the contract to \$3,383,334 to continue providing engineering services during construction. The following services were included in Jacobs' scope:</p> <ul style="list-style-type: none"> • Attendance at weekly construction meets with site visit • Special visits: <ul style="list-style-type: none"> ○ Structural verifications ○ Environmental permitting compliance ○ On-site design conflict resolution ○ Approval of architectural elements ○ Landscaping review/approval ○ As constructed survey • Response to requests for information or clarification on the design • Review of structural engineering, landscaping, electrical, architectural, and other specialty submittals • Preparation of as constructed drawings <p>Project Status: The following additional services are needed to complete the reviews and assistance on the Bridge project:</p> <ul style="list-style-type: none"> • Construction Submittal Review (\$56,930): The original scope estimated 100 submittal reviews would be necessary for this project. However, several substitutions, design adjustments, and the level of complexity of the materials, the amount of submittals reviewed was actually about 250. Review of these submittals by Jacobs resulted in a reduction of hours needed by KBA, the project's construction management consultant. 											

- Final mitigation area reporting (\$60,995): The permits secured for this project require a final assessment of the work performed, the impacts to the critical areas, and the status of the mitigation work upon completion of the project. This work was not included in Jacob's original scope and is required to meet the conditions of the permit.
- Project award preparation (\$4,825): Staff requested Jacobs assist in prepare award applications to the American Society of Civil Engineers (ASCE), The American Council of Engineering Companies (ACEC), and the American Public Works Association (APWA).
- Additional contract administration (\$21,180): Additional contract administration and attendance to construction meetings. The project was estimated to be completed August 2022 but due to the concrete strike, completion was delayed until December 2022.

RECOMMENDATION:

Staff recommends Council Authorize the City Manager to increase the contract authority with Jacobs Engineering by \$143,930 for a total contract amount of \$3,527,264 for additional engineering services during construction for the West Sammamish River Bridge Project.

FISCAL CONSIDERATION:

There is sufficient project funding available for these additional services.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #3: Enhance multimodal transportation implementation including pedestrian and bicycle safety.

City Council Business Agenda Item

City of Kenmore, WA



<p>Subject/Topic: Squire's Landing Park (renamed X' a X' w a d i s Park) Waterfront & Natural Open Space Access Project -Amendment No. 13 to Mott MacDonald Professional Services Contract 17- C1656 for Bid Support and Construction Engineering Support Services.</p> <p>Proposed Council Action/Motion: Motion to authorize the City Manager to execute Amendment No. 13 of Contract 17-C1657 with Mott MacDonald in an amount not to exceed \$60,000.</p>	<p>For Council Meeting Agenda of February 27, 2023</p> <p>Department: Community Development</p> <p>Prepared by: Maureen Colaizzi, Parks Project Manager</p> <p>Initial & Date</p> <p>Approved by Department Head: <u>DB 2/14/23</u></p> <p>Approved by City Attorney: <u>n/a</u></p> <p>Approved by Finance Director:</p> <p>Approved by City Manager: <u>RK 2/14/23</u></p> <p>Exhibits/Attachments: Attachment 1: Amendment 13 Scope of Work, Fee Estimate, and contract budget summary</p>
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INFORMATION/BACKGROUND: Staff recommends that Council approve a motion authorizing the City Manager to execute Amendment No. 13 of Contract 17-C1657 with Mott MacDonald in an amount not to exceed \$60,000 for engineering support services to complete As-Built Drawings, Zero Year monitoring and reporting and bank stabilization monitoring for the Squire's Landing Park Waterfront & Natural Open Space Access Project. Attachment 1 includes the scope of work and fee estimate for Amendment No. 13 in an amount of \$49,064.00 for a total contract amount of \$1,734,186.00. Council authorization of Amendment No. 13 gives the City Manager authority to approve an additional \$10,936.00 for a full amount of \$60,000 if required.

Contract 17-C1657: Mott MacDonald was selected through RFQ 15-C1375 for Waterfront Access Improvements for Squires Landing Park to provide for consulting services from concept plan through engineering support services during construction. On February 27, 2017, City Council passed a motion giving the authority to the City Manager to execute Contract 17-C1657 for an amount up to \$503,200 to advance the Squire's Landing Park project from conceptual design through preliminary design and environmental permitting. Contract 17-C1657 was executed by the City Manager on March 15, 2017 for a total contract amount of \$455,215.

Contract 17-C1657 has been amended 12 times since execution. Below is a summary:

- **Original Contract:** signed 3/15/17 for \$455,215. Council Authorize up to \$503,200 on 2/27/17 – a potential increase of \$47,985 -that was not used until Amendment 3.
- **Amendment No. 1:** signed 9/27/17 extended the contract from 12/31/17 to 4/30/18 & amended tasks but not the contract amount.
- **Amendment No. 2:** signed 4/16/18 extended the contract from 4/30/18 to 10/31/18.
- **Amendment No. 3:** signed 10/05/18 increased the contract from \$455,215 to \$502,862.86 for an increase of \$47,647.86 to address environmental; regulatory agency questions. This amendment was within Council authorization from the original contract authorization on 2/27/17.
- **Amendment No. 4:** signed 10/16/18 extended the contract from 10/31/18 to 8/31/19 & increased the contract from \$502,862.86 to \$611,614.47 for an increase of \$108,751.61 to conduct additional data collection and design work to support the shoreline permit and SEPA permit applications in Phase 1. On 10/15/18 Council Authorized \$108,762 for a total contract amount of \$611,614.47 .

IX. E. Authorize the City Manager to execute Amendment No. 13 of Contract...

- **Amendment No. 5:** signed 6/25/19 extended the contract from 8/31/19 to 8/31/20 & increased the contract from \$611,614.47 to \$1,051,549.40 for an increase of \$439,935 to complete Phase 2, 60-90% design. On 6/17/19 Council authorized up to \$20,065 to the full amount of \$460,000 if required.
- **Amendment No. 6:** signed 8/12/19 increased the contract from \$1,051,549.40 to \$1,059,208.40 for an increase of \$7,659 to assist with the land conversion process associated with the project. This amendment was within Council authorization from Amendment 5.
- **Amendment No. 7:** signed 11/12/19 increased the contract from \$1,059,208.40 to \$1,126,581.40 for an increase of \$67,373 to incorporate the off-site mitigation from the Log Boom Park project into the Phase 2 design to prepare the design for permit applications. On 11/12/19 Council authorized an increase of \$67,373 for a total contract amount of \$1,126,581.40. Amendment 8 also extended the contract.
- **Amendment No. 8:** signed 8/4/20 increased the contract from \$1,126,581.40 to \$1,367,371.40 for an increase of \$240,790 to complete Phase 3 final design and bid documents. On 07/27/20 Council authorized up to \$250,000 or an additional \$9,210. Amendment 8 also extends the contract from 08/31/2020 until 08/31/21.
- **Amendment No. 9:** signed 6/30/21 increased the contract amount from \$1,367,371.40 for an increase of \$9,209.60 to a new contract amount of \$1,376,581.00 to complete final design to address regulatory agency questions that were unforeseen. This amendment was within Council authorization from Amendment 8 authorized on 7/27/20. Amendment 9 also extends the contract from 08/31/21 until 08/31/22.
- **Amendment No. 10:** signed 8/9/21 increased the contract amount from \$1,376,581.00 for an increase of \$258,551 to a new contract amount of \$1,635,132.00 to complete bid support and begin construction engineering support services. This amendment was authorized by City Council up to \$50,000 on 7/26/21.
- **Amendment No. 11:** signed 11/18/22 increased the contract amount by \$49,990 from \$1,635,132.00 to a new total contract amount of \$1,685,122.00 to support Phase 4 Construction Engineering Support as authorized by City Council on 7/26/21.
- **Amendment No. 12:** signed 11/28/22 extended the contract ending date from 8/31/22 until 8/31/23.

FISCAL CONSIDERATION: A budget adjustment is not required for Amendment No. 13 to Mott MacDonald Contract 17-C1657. The 2021-22 budget for P27 *Ala X* a *W* a *d* i *s* Park Waterfront & Natural Open Space Access Project was \$8,188,786.24. A carryover of \$1,156,680.01 from the 2022 budget will be needed in 2023 to increase the 2023 CIP project budget from \$230,000 to \$1,386,680.01. Construction and close out of the project will continue through the end of spring 2024.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council 2023-2024 Priority #5: Complete Walkways & Waterways Projects.



**City of Kenmore Park Improvement Project
Squire's Landing (TI' awh-ah-dees) Park – Phase 4 Engineering Support
Services During Construction and Post-construction Monitoring
Scope of Work & Fee Estimate**

**CONTRACT NO. 17-C1657
ADDENDUM NO. 13, EXHIBIT A**

INTRODUCTION

Development of the Squires Landing Waterfront (TI' awh-ah-dees) Park is anticipated to be conducted as part of the Walkways and Waterways Proposition 1. Mott MacDonald, LLC (MM) was selected by the City of Kenmore (COK) under RFQ 15-C1375 to provide planning and design services for waterfront park development projects. Prior work included Phase 1: (under Contract #C1657) planning, preliminary 30% design and regulatory permit application development (land use and environmental), Phase 2: 60% to 90% level engineering design and building permit applications, Phase 3: final engineering design level and bidding assistance, and the initiation of Phase 4: Engineering support services during construction.

The work conducted in this scope (Phase 4) will include on-going engineering support during construction, and post-construction monitoring including Year 0 monitoring for the mitigation plantings and bank stabilization monitoring. It is our understanding that COK has hired a consulting firm to perform the construction administration (KBA, Inc.); therefore, the design team's role will be limited to an as needed basis during construction as outlined in the following scope of work.

CONSULTANT TEAM ROLES & RESPONSIBILITIES

- Project Manager & Consultant Team (CT) Lead – Mott MacDonald.
- Waterfront Engineering (Boardwalk, bridges, gangway, recreational floats, hand carry boat access, swamp creek mitigation, bank stabilization, gangway connection to plaza, dredging, bank stabilization monitoring) – Mott MacDonald.
- Landscape Architecture (trails, pathways, restroom building, picnic shelter, plaza, boat storage, planting plans, landscaping, maintenance plan lead, onsite wetland creation, support with parking lot grading design) – Limited coordination with artist. J.A. Brennan.
- Civil Engineering (parking lot lead, utilities (except power) lead, stormwater, grading, assist with maintenance plan) – Davido Consulting Group.
- Regulatory Permitting & Habitat (Ongoing support for environmental regulatory permitting and design assistance with mitigation, assistance with maintenance plan, cultural resources, Year 0 monitoring) – Confluence Environmental.
- Electrical/Mechanical (Electrical Power) – Pressler Engineering.
- Geotechnical Engineering – Landau Associates.
- Arborist Consultation – Tree Solutions
- Cultural Resources Monitoring - Stelle

CITY OF KENMORE ROLES & RESPONSIBILITIES

- Construction Administration - To be provided by COK through KBA. COK has hired a construction administration consultant responsible for construction administration, daily observations and inspections during construction, leading all construction meetings, inspections, submittal reviews, coordination between the contractor, COK, and design consultant team.
- Public Art & Interpretive Signage. To be provided by COK.
- Construction Inspection. To be performed by COK.

SCOPE OF WORK

Task 4.1 – Construction Phase Engineering Support

- Continued construction support as originally scoped in Amendment No. 10. Assuming substantial complete is reached in February 2023 and construction support services are complete by end of April 2023.

Task 4.2 – Post-Construction Monitoring

- Mitigation Year 0 monitoring and reporting: This task includes work to meet the Year 0 reporting requirements as described in the COK Habitat Conservation and Stewardship Plan. Mitigation monitoring will be conducted, and a Year 0 report will be provided to be submitted to the U.S. Army Corps of Engineers, WA Department of Fish and Wildlife, WA Department of Ecology, and COK. Monitoring and reporting will include the following:
 - Year 0 Monitoring: baseline monitoring to verify on-site conditions against the as-built report. The results of the monitoring will provide information for the agencies related to mitigation compliance and baseline monitoring for subsequent monitoring events. Monitoring is anticipated to be conducted in the Spring of 2023. The monitoring efforts will include: five monitoring locations with a total of 17 transects (estimated at 2 days with 2 personnel); one contingency day if additional planting or other coordination is necessary; and one additional drone flight to re-run the habitat bench imagery.
 - Year 0 Reporting: Year 0 monitoring report will include data analysis of the survey and drone data collected during the monitoring event. The following will be included in the Year 0 Report: Actual planting schedule; coordinates of the locations of transects and photo points; location of transects and photo points depicted on a figure; description of changes from original design; date of survey and monitoring personnel; interpretation of results related to mitigation compliance; and color photos from each of the photo points.
- Bank Stabilization Monitoring: A memorandum on bank stabilization construction activities was prepared by MM in September 2022. This memorandum documented the construction events related to the bank stabilization installation and an assessment of the stability of the bank stabilization. Due to insufficient documentation and insufficient communication of inadvisable construction methods, bank stabilization monitoring was recommended. The bank stabilization monitoring will include the following:

- Up to 2 site visits, as requested by COK, during the 1-year contractor warranty period post-construction. Monitoring is anticipated to occur in Feb-Mar 2023 while the lake level is at or near low water and Fall 2023 at or near low water. Site visits will include visual monitoring of the bank stabilization, photo documentation, location of photo point depicted in a figure, description of observations, and interpretation of results. A 1–2-page memorandum will be provided after each site visit.
- Deliverables:
 - Year 0 Monitoring Report
 - Bank Stabilization Monitoring memorandum, up to 2 if requested by COK.

SCHEDULE

The execution of the engineering support work defined in this scope is to be performed consecutively with the construction phase, which is assumed complete by the end of April 2023. Post-construction monitoring work will occur in the Spring 2023 as well as the Fall 2023 if requested by COK.

COSTS

The work will be conducted on a time and material basis with not to exceed amount of \$49,064. The total contract amount will increase from \$1,685,122 (at amendment #12) to a new contract amount of \$1,734,186. See Exhibit B for cost change summary.

Mott MacDonald													
Project: City of Kenmore Squire's Landing Park													
Fee Estimation Matrix													
Prepared By: AG													
Amendment No. 13													2.5%
Tasks & Subtasks	Principal Engineer II \$225.00	Engineer VII \$190.00	Engineer V \$180.00	Engineer III \$140.00	CAD Designer V \$155.00	Total Hours	MM Subtotal	Direct Costs	MM Total	JAB	CEC	Subs	Total
4.1- Construction Phase Support							\$9,290		\$9,290	\$8,200		\$8,200	\$17,490
4.2 - Post-construction Services							\$8,765	\$50	\$8,815		\$22,759	\$22,759	\$31,574
<div><div>M</div><div>MOTT MACDONALD</div></div> <div><div>Total Hours:</div><div>Labor Cost:</div><div>(Note: Labor rates include overhead + profit)</div><div>Subconsultants (+2.5%) and Direct Costs</div><div>Subtotal Costs</div><div>TOTAL PROJECT COST</div></div>	7	6	63	2	24	102	\$36,110	\$50	\$18,105	\$8,200	\$22,759	\$30,959	\$49,064
	\$1,575	\$1,140	\$11,340	\$280	\$3,720								
	\$1,575	\$1,140	\$11,340	\$280	\$3,720			\$50	\$18,105	\$8,200	\$22,759		\$49,064

Mott MacDonald
Client: City of Kenmore
Project Name: City of Kenmore Park Improvement Project
Project Location: Squire's Landing Park
MM Project No. 353381

CONTRACT NO. 17-C1657 - AMENDMENT # 13

EXHIBIT B - BUDGET SUMMARY DRAFT

	Contracted		Amendment #1		Amendment #3		Amendment #4		Amendment #5		Amendment #6		Amendment #7		Amendment #8		Amendment #9		Amendment #10		Amendment #11		Amendment #13		New Contracted Amount	
Squire's Landing Park	Task #	Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	Rev Budget	Task #	New Budget
Kickoff Meeting	1.1	\$ 2,734.00	1.1		1.1	\$ 700.00	1.1		1.1		1.1		1.1		1.1		1.1		1.1		1.1		1.1		1.1	\$ 3,434.00
Data Collection	1.2	\$ 106,266.00	1.2		1.2		1.2	\$ 51,393.80	1.2		1.2		1.2		1.2		1.2		1.2		1.2		1.2		1.2	\$ 157,659.80
Mitigation Strategy-Planning	1.3	\$ 25,404.00	1.3		1.3	\$ 3,084.88	1.3	\$ 2,438.34	1.3		1.3		1.3		1.3		1.3		1.3		1.3		1.3		1.3	\$ 30,927.22
Conceptual Design Updates	1.4	\$ 22,485.00	1.4		1.4	\$ 9,175.27	1.4		1.4		1.4		1.4		1.4		1.4		1.4		1.4		1.4		1.4	\$ 31,660.27
Regulatory Pre-Application	1.5	\$ 17,569.00	1.5		1.5	\$ 7,012.76	1.5	\$ 7,377.74	1.5		1.5		1.5		1.5		1.5		1.5		1.5		1.5		1.5	\$ 31,959.50
Public Outreach	1.6	\$ 4,925.00	1.6		1.6		1.6		1.6		1.6		1.6		1.6		1.6		1.6		1.6		1.6		1.6	\$ 4,925.00
Preliminary Design	1.7	\$ 160,909.00	1.7		1.7	\$ 20,848.15	1.7	\$ 16,560.07	1.7		1.7		1.7		1.7		1.7		1.7		1.7		1.7		1.7	\$ 198,317.22
Permitting	1.8	\$ 72,300.00	1.8		1.8	\$ 1,800.00	1.8	\$ 5,242.85	1.8		1.8		1.8		1.8		1.8		1.8		1.8		1.8		1.8	\$ 79,342.85
Regulatory Assistance - Post Sub	1.9	\$ 3,875.00	1.9	\$ (15,221.00)	1.9	\$ 150.00	1.9	\$ 21,545.38	1.9		1.9		1.9		1.9		1.9		1.9		1.9		1.9		1.9	\$ 25,570.38
Project Management	1.10	\$ 23,527.00	1.10		1.10	\$ 2,467.70	1.10	\$ 4,193.44	1.10		1.10		1.10		1.10		1.10		1.10		1.10		1.10		1.10	\$ 30,188.14
Water Temperature Monitoring (New)	1.11	\$ 15,221.00	1.11	\$ 15,221.00	1.11	\$ 2,409.09	1.11		1.11		1.11		1.11		1.11		1.11		1.11		1.11		1.11		1.11	\$ 17,630.09
Permit Level Design (90%)	2.1		2.1		2.1		2.1		2.1	\$ 305,316.82	2.1		2.1	\$ 39,556.00	2.1		2.1		2.1		2.1		2.1		2.1	\$ 344,872.82
Meetings	2.2		2.2		2.2		2.2		2.2	\$ 41,007.46	2.2		2.2	\$ 8,163.00	2.2		2.2		2.2		2.2		2.2		2.2	\$ 49,170.46
Regulatory Permitting Support	2.3		2.3		2.3		2.3		2.3	\$ 60,789.20	2.3	\$ 604.00	2.3	\$ 14,455.00	2.3		2.3		2.3		2.3		2.3		2.3	\$ 75,848.20
Project Management	2.4		2.4		2.4		2.4		2.4	\$ 32,821.73	2.4		2.4	\$ 5,199.00	2.4		2.4		2.4		2.4		2.4		2.4	\$ 38,020.73
Hazardous Building Materials Survey	2.5		2.5		2.5		2.5		2.5		2.5	\$ 7,054.72	2.5		2.5		2.5		2.5		2.5		2.5		2.5	\$ 7,054.72
KC Easement & SW Modifications	3.1		3.1		3.1		3.1		3.1		3.1		3.1		3.1	\$ 42,212.00	3.1		3.1		3.1		3.1		3.1	\$ 42,212.00
Final Design	3.2		3.2		3.2		3.2		3.2		3.2		3.2	\$ 176,009.00	3.2	\$ 22,435.60	3.2	\$ 22,435.60	3.2	\$ 42,975.00	3.2		3.2		3.2	\$ 241,419.60
Bidding Assistance	3.3		3.3		3.3		3.3		3.3		3.3		3.3		3.3	\$ 22,569.00	3.3	\$ (13,226.00)	3.3	\$ 8,444.00	3.3		3.3		3.3	\$ 17,787.00
Construction Support	4.1		4.1		4.1		4.1		4.1		4.1		4.1		4.1		4.1		4.1	\$ 207,132.00	4.1	\$ 49,990.00	4.1	\$ 17,490.00	4.1	\$ 274,612.00
Post-Construction Support	4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2		4.2	\$ 31,574.00
MM Totals		\$ 455,215.00		\$ -		\$ 47,647.85		\$ 108,751.62		\$ 439,935.21		\$ 7,658.72		\$ 67,373.00		\$ 240,790.00		\$ 9,209.60		\$ 258,551.00		\$ 49,990.00		\$ 49,064.00		\$ 1,734,186.00

Note: Amendment no. 12 extended the term of the agreement, no change in contract amount.