

City of Kenmore



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

Corrected 1/9/12

City of Kenmore

City Council Executive Session Agenda

6:30 p.m., Monday, January 9, 2012

Pursuant to RCW 42.30.110(1)(b) Property Acquisition
and RCW 42.110.10(i) Litigation

Kenmore City Hall

18120 68th Ave. NE, Kenmore, WA 98028

City of Kenmore

City Council Regular Meeting Agenda

7:00 p.m., Monday, January 9, 2012

Kenmore City Hall

18120 68th Ave. NE, Kenmore, WA 98028

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

- I. CALL TO ORDER REGULAR MEETING - 7:00 p.m.**
- II. CITY COUNCILMEMBER SWEARING IN CEREMONY - David Baker, Milton Curtis, Glenn Rogers and Brent Smith**
- III. ROLL CALL**
- IV. FLAG SALUTE**
- V. SELECTION OF MAYOR**
- VI. SELECTION OF DEPUTY MAYOR**
- VII. AGENDA APPROVAL**

VIII. CONSENT AGENDA

- A. Minutes of the November 21, 2011 Regular Council Meeting.
- B. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.
- C. Accept November 2011 Financial Reports for the City of Kenmore – Joanne Gregory, Finance Director
- D. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C974 with the City of Lake Forest Park for the 2012-2013 Ecology Grant Cycle - Jennifer Gordon, Public Works Operations Manager
- E. Authorize City Manager to Execute Contract No. 12-C975 with Olympic Environmental Resources for Project Management of the 2012 and 2013 City of Kenmore Recycling Projects - Jennifer Gordon, Public Works Operations Manager
- F. Authorize City Manager to Execute Contract No. 12-C976, an Agreement with the Washington State Department of Ecology for the Coordinated Prevention Grant for the ~~2010-2011~~ 2012-2013 Grant Cycle - Jennifer Gordon, Public Works Operations Manager
- G. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C979 with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Jennifer Gordon, Public Works Operations Manager
- H. Authorize the City Manager to Execute Contract Agreement 12-C980 with Comcast for Undergrounding Aerial Facilities as part of the 61st Avenue NE and NE 181st Street Traffic Signal Improvement Project - Ron Loewen, City Engineer
- I. Washington State Legislature 2012 Session: Approve City of Kenmore Legislative Agenda and Priorities - Nancy Ousley, Assistant City Manager
- J. Motion to Cancel the Regularly Scheduled Council Meeting for Monday, January 16, 2012 due to the Legal Holiday.

IX. CITIZEN COMMENTS

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

X. BUSINESS AGENDA

City of Kenmore - Council Meeting Agenda
January 9, 2012

X. BUSINESS AGENDA

- A. Resolution No. 12-194 of the City of Kenmore, Washington, Amending Exhibit A to Resolution No. 11-186 to Adopt the City of Kenmore's 2012 Fee Schedule - Bryan Hampson, Director of Land Development and Planning

XI. COUNCILMEMBER COMMENTS/REPORTS

XII. ADJOURNMENT

Upcoming Meetings:

January 16, 2012 Regular Council Meeting CANCELLED

City of Kenmore
City Council Regular Meeting
Minutes
November 21, 2011

CALL MEETING TO ORDER – Mayor David Baker called the meeting to order at 6:45 p.m.

EXECUTIVE SESSION – Mayor David Baker adjourned the regular meeting at 6:45 p.m. to an executive session to discuss Litigation pursuant to RCW 42.30110(1)(i). He stated that the executive session will last for approximately 15 minutes and action may be taken when the meeting is reconvened back to regular session.

RECONVENE BACK TO REGULAR SESSION – Mayor David Baker reconvened the meeting back to regular session at 7:00 p.m.

CALL TO ORDER - Mayor David Baker called the meeting to order at 7:00 p.m.

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

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Bryan Hampson, Director of Land Use and Permitting; Lauri Anderson, Senior Planner; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Brent Smith led the flag salute.

AGENDA APPROVAL

Councilmember Laurie Sperry moved to add two additional items to the Business Agenda titled “Discussion on a Proposed City of Kenmore December 5th Special Council Meeting” and “Discussion and Possible Settlement Payment to HDR for the SR 522 Phase II Construction Project.” Mayor David Baker seconded the motion. The motion passed unanimously.

The agenda was unanimously approved as amended.

CONSENT AGENDA

Deputy Mayor Milton Curtis moved to approve the consent agenda as submitted. Mayor David Baker seconded the motion to Authorize the City Manager to Execute Contract No. 11-C970 with Frontier Communications Northwest, Inc., to Underground Aerial Facilities as Part of the 61st Avenue NE and NE 181st Street Signal Improvement Project in the Amount of \$24,425.60; Authorize the City Manager to Execute Supplement Agreement No. 3 to Contract No. 09-C788 with HW Lochner, Inc., for SR 522 Phase I Stage 2 Project and the 61st Avenue NE Traffic Signal Project in the Amount of \$202,924; Minutes of the October 24, 2011 Council Meeting; and Adopt Ordinance No. 11-0325 Extending the Franchise Agreement for Cable Services Between the City of Kenmore and Comcast of Washington IV, Inc. and Comcast of California/Texas/Washington, Inc. and Jointly Known as Comcast Cable, Inc. to June 30, 2012 and Establishing an Effective Date. The motion passed unanimously.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns relating to surface water management fees.

Jason Paquette, 5930 NE 199th St., Kenmore, submitted and read his letter dated November 20, 2011, into the record relating to public safety and deteriorating condition of on 60th Ave. NE.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to state her concerns related to the proposed SR 520 construction project that will take place at the LakePointe site.

Mayor David Baker summarized the comments.

PUBLIC HEARINGS

Public Hearings on Fixing the Amount of Tax Levies Necessary to Meet Authorized Tax Supported Estimated Expenses for the Year 2012 and Proposed Mid-Biennial Modifications to the 2011-2012 Budget – Joanne Gregory, Finance Director, was present to review a memorandum she had provided to the City Manager in which she answered the questions received from Council since the last meeting. She was available to answer any questions.

Mayor David Baker opened the public hearing at 7:38 p.m. to receive public testimony.

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state that he is against any tax increases.

City of Kenmore - Regular Council Meeting Minutes
November 21, 2011

David Mason, 20305 60th Ave. NE, was present to state that he needed more information on any proposed tax increases.

Hearing no further testimony, Mayor David Baker closed the public hearing at 7:45 p.m.

BUSINESS AGENDA

Review and Discussion of City of Kenmore 2011-2012 Mid Biennium Budget Amendments and Setting of 2012 Property Tax Levy - Joanne Gregory, Finance Director, was present to review the proposed 2011-2012 Mid Biennium Budget amendments and setting of 2012 Property Tax Levy. She, and City Manager Stouder, were also available to answer any questions.

Discussion followed.

Councilmember Bob Hensel moved that Council consider setting up a separate Emergency Fund. Mayor David Baker seconded the motion.

Councilmember Laurie Sperry moved to table the discussion until the next Council meeting. Mayor David Baker seconded the motion. The motion passed unanimously

Discussion on Setting a City of Kenmore Special Council Meeting for Monday, December 5, 2011 – Deputy Mayor Milton Curtis stated that the purpose of the proposed meeting would be to have a presentation and discussion on the Council Rules and Procedures Sub-Committee's draft rules.

Deputy Mayor Milton Curtis moved to schedule a Special Council Meeting for December 5, 2011 to introduce and review the draft Council Rules of Procedures. Councilmember Glenn Rogers seconded the motion. The motion passed 5-2 with Councilmember Laurie Sperry and Councilmember Glenn Rogers voting no.

Deputy Mayor Milton Curtis moved to cancel all regularly scheduled Council meetings for December, 2011. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Discussion and Possible Settlement Payment to HDR for the SR 522 Project – City Engineer Ron Loewen was present to provide a staff report. He reviewed that the proposed payment of over \$744,000 is for the SR 522 Phase II Construction Project to settle a lawsuit with Mid-Mountain. He was also available to answer any questions.

Councilmember Glenn Rogers moved to approve the settlement agreement with HDR. Mayor David Baker seconded the motion. The motion passed unanimously.

Award the NE 145th Street and Juanita Drive Traffic Signal Contract to Kamins Construction and Authorize the City Manager to Execute Contract with Kamins Construction in the Amount of \$258,377.17 - Ron Loewen, City Engineer, was present to provide a staff report. He was also available to answer any questions.

Councilmember Bob Hensel moved to Award the NE 145th Street and Juanita Drive Traffic Signal Contract to Kamins Construction and Authorize the City Manager to Execute Contract with Kamins Construction in the Amount of \$258,377.17.
Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Continuation of the City's Review of the Department of Ecology's (DOE) Required and Suggested Changes to the Shoreline Master Program (SMP) - Debbie Bent, Director of Community Development, and Lauri Anderson, Senior Planner, were present to continue the discussion on the required and suggested changes to the Shoreline Master Program. They were also available to answer any questions.

A representative from DOE was present to summarize DOE's recommendation and was also available to answer any questions.

Discussion followed.

Councilmember Glenn Rogers moved to direct staff to provide a response letter to the Department of Ecology's July 25th letter and include Council's 4 proposed alternatives.
Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

COUNCILMEN COMMENTS/REPORTS

Councilmember John Hendrickson summarized his financial concerns.

Councilmember Bob Hensel provided an update on the recent ETP meeting he attended.

Councilmember Laurie Sperry reviewed that her term is ending on WRIA 8. She recommended that after the first of the year that Council should review what they do and if we should continue to be involved.

Councilmember Allan Van Ness provided an update on a recent ETP meeting he attended and discussed the Enterprise Seattle Annual Business.

Mayor David Baker briefly discussed the Governor's Budget and the Suburban Cities Association (SCA) Board.

ADJOURNMENT

City of Kenmore - Regular Council Meeting Minutes
November 21, 2011

Mayor David Baker adjourned the regular meeting at 9:15 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

City of Kenmore
Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 25105 - 25155 which total \$560,349.48 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

 12/30/11
City Manager Date

		Finance Director	Date
Check #	Name	Description	Net Amount
25105	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	\$ 12,464.42
25106	SEMAIAHMOO RESORT	Council Retreat Deposit	520.56
25107	NATIONWIDE FINANCIAL 401a	Payroll Entry	6,944.88
25108	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	1,570.00
25109	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	1,984.61
25110	CITY OF KENMORE FS	Payroll Entry	176.96
25111	BANK OF AMERICA 941	Payroll Entry	11,738.44
25112	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	9,129.91
25113	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry	1,435.40
25114	UNITED WAY OF KING COUNTY	Payroll Entry	46.00
25115	AMERICAN GENERAL	Adjustment	1.98
25116	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Entry	275.00
25117	BRAVO ENVIRONMENTAL SERVICE	Vac Truck Svc & Disposal	3,040.95
25118	CITY OF SHORELINE	Qtr 3 2011 Jail Van Usage	683.21
25119	INSLEE, BEST, DOEZIE & RYDER, P.S.	Legal Svc. Oct. 2011	15,843.58
25120	KING COUNTY FINANCE	Adult Detention Svc. Nov. 2011	1,337.17
25121	KING COUNTY OFFICE PUBLIC DEFENSE	Oct. & Nov. Indigency Screening	1,568.36
25122	KING COUNTY SHERIFF	Police Services - Nov.-Dec., 2011	450,243.00
25123	KING COUNTY SHERIFF	Overtime - Schools - Oct. 2011	5,990.08
25124	NORTHSHORE FIRE DEPT	November Fire Marshal Review	340.00
25125	OFFICE MAX	Office Supplies	320.09
25126	OTAK	Professional Svc. Through 11/30	2,639.88
25127	PEOPLES STORAGE	Storage Rental - Jan. 2012 C304	177.00
25128	PSR MECHANICAL	Qtrly HVAC 6700 Bldg. Maint.	735.84
25129	SEATTLE TIMES	Classified Legal Notices Nov.	604.78
25130	SEES TREES AND EXCAVATION INC	16412 82nd Ln NE Consultation	240.00
25131	OAC SERVICES, INC	Consulting Svcs. November, 2011	1,015.00
25132	PROTHMAN COMPANY	Expenses for City Mgr Recruitment	2,886.58
25133	UNIVERSITY OF WASHINGTON, BOTHELL	UW Bothell Business Dev. Center	5,000.00

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

25134	AA PARTY RENTALS	Tree Lighting Ceremony Equipme	374.49
25135	WA STATE ASSOC OF PERMIT TECHNICIAN	Dues & Membership	35.00
25136	BANNER BANK LD	Supplies, Training Registration	1,463.22
25137	BANNER BANK CS	Wireless Laser Printer/ Off Equip.	693.90
25138	BANNER BANK DB	Parking Fee	19.52
25139	QUALITY BUSINESS SYSTEMS	11/3-12/3/11 Copier	1,443.43
25140	BANNER BANK JG	Conference, City Hall Wi-Fi	630.80
25141	EVER-MARK, LLC	Kenmore Tote Bags	801.65
25142	A+ CONFERENCING	Conference Call 12/12/11	64.16
25143	PRSA	Membership Renewal	277.00
25144	SHRED-IT	Svc. 12/21/11	49.50
25145	ALCALDE & FAY	12/15/11-1/15/12 Consulting Svc	5,061.89
25146	GORDON DERR	Nov. Svc. Brier COA - City Atty	5,388.89
25147	INTEGRA TELECOM	City Hall Phone Svc 12/8/11-1/7/12	744.18
25148	SUSSMAN/PREJZA & CO, INC	Professional Svc. 10/1-11/30/11	486.25
25149	WELLS FARGO FINANCIAL	Lease 12/10/11-1/10/12	876.80
25150	BANNER BANK BH	Training Registration, Parking	468.00
25151	HOPKINS, CRAIG	Mileage Reimbursement - Dec.	54.95
25152	DEVRIES, DENIS	Mileage Reimbursement - Dec.	20.54
25153	STEPHENS, MARY	Public Defense Svcs. Nov. 2011	1,250.00
25154	RCS VALUATION CORP	Appraisal Review Kenmore Village	1,000.00
25155	MCNAMARA SIGNS	Banner Sample	191.63

\$	560,349.48
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VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

PRIOR VENDOR ACTIVITY**Previous YTD**

3CMA	\$	375.00
A+ CONFERENCING		203.79
AA PARTY RENTALS		3,070.92
ABBOTT, CARRIE		250.00
ACTION ENTERTAINMENT		1,090.00
ACTIVE SHOOTER TRAINING LLC		815.90
ADT SECURITY SERVICES		1,373.26
ADVANCE TESTING & SERVICE INC		459.00
AFLAC		11,088.34
ALCALDE & FAY		70,532.73
ALLIANCE OF PEOPLE W/ DISABILITIES		2,636.25
ALLIED WASTE SERVICES #172		10,001.32
ALPHA COURIER SERVICES		33.60
ALTA MAXINE MELVIN		85,200.00
AM TEST, INC		1,620.00
AMERICAN ASSOC OF CODE ENFORCEMENT		75.00
AMERICAN GENERAL		5,628.31
AMERICAN PLANNING ASSOCIATION		1,501.00
AMERICAN PUBLIC WORKS ASSOCIATION		1,035.42
AMERICAN REPROGRAPHICS COMPANY		127.43
AMERICAN SOCIETY OF COMPOSERS		305.00
AMES2BFIT		100.00
ANDERSON, LAURI		193.19
ANDONIADIS INC		1,742.90
APPLIED PROFESSIONAL SERVICES INC		1,536.93
ARGENS		15.88
ARTS OF KENMORE		500.00
ASP, ANGELA		210.00
ASSOCIATION OF WA CITIES		13,970.00
AT WORK		1,855.25
AURORA RENTS		2,518.04
AWC EMPLOYEE BENEFITS		401,319.68
BABB, MICHELLE		186.92
BADGLEY'S LANDSCAPE LLC		2,190.00
BAKER, DAVID		3,128.45
BANK OF AMERICA 941		305,525.31
BANNER BANK BH		463.61
BANNER BANK CS		7,055.55
BANNER BANK DB		2,277.32
BANNER BANK JG		7,588.89
BANNER BANK JGORDON		13,492.43
BANNER BANK KENMORE		32,784.66
BANNER BANK LB		2,120.28
BANNER BANK LD		6,364.36
BANNER BANK NO		5,882.96

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

BARCLAY DEAN ARCHITECTUAL PRODUCTS	711.75
BASTYR UNIVERSITY	220,783.70
BAUER, ANDREW	884.68
BAYLES, GREGORY	50.00
BEEGEE TOLPA	700.00
BEKINS NORTHWEST	303.45
BENNETT, STUART	29.36
BERKEY SUPPLY INC	18.52
BIG BUBBA DOG LLC	1,500.00
BIS	4,685.00
BLACKBAUD	4,956.23
BLUE WAVE CONSTRUCTION, INC	24,671.83
BODINE CONSTRUCTION SERVICES, INC	383.25
BOTHELL SKI & BIKE	120.44
BOWHEAD ENVIRONMENTAL & SAFETY	414.59
BRABEC, MARY	3,500.00
BRADY, DAVID	84.00
BRAVO ENVIRONMENTAL SERVICE	150,369.10
BUILDERS EXCHANGE OF WASHINGTON INC	97.75
BULGER SAFE & LOCK, INC.	98.55
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	4,932.85
CANOPIES BY FRED	647.15
CARLSON, THOMAS G.	1,193.31
CASCADE PEST CONTROL	1,954.61
CATHOLIC COMMUNITY SERVICES	6,012.75
CEMEX	7,485.03
CENTER FOR HUMAN SERVICES	31,940.00
CHAMPION COURIER	91.96
CHILDERS, MARK	1,069.96
CITY OF BELLEVUE	527,542.29
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	4,672.83
CITY OF LAKE FOREST PARK	724,778.87
CITY OF RENTON	980.00
CITY OF SHORELINE	993.76
CLARITY SIGNS	2,788.43
CLUB NORTHWEST	30.00
CLYDE/WEST	1,215.87
COASTAL WEAR PRODUCTS INC	2,701.02
COASTWIDE LABORATORIES	6,328.93
CODE 4 PUBLIC SAFETY EDUCATION	198.00
CODE PUBLISHING COMPANY	547.50
COFFMAN, JON	183.00
COLUMBIA BANK	11,099.56
COLUMBIA FORD	26,352.28

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

COLUMBIA RIDGE LANDFILL	23,590.45
COMCAST	1,538.60
COMMERCIAL SOUND, INC.	17,539.67
COMPASS POINTE CONDOMINIUM HOA	750.00
CONSEJO COUNSELING & REF	3,875.00
CONSOLIDATED PRESS	5,043.08
CONTECH STORMWATER SOLUTIONS, INC	15,444.98
CORCORAN, JOHN	1.55
CORNERSTONE ROOFING	98.50
COSTCO RETAIL SERVICES	27.62
COX PRINTING & SIGNS	533.82
CPSWQ	100.00
CROWN PRODUCTS	2,042.85
CSAT, LLC	1,600.00
CURRY, ROSS	183.00
CUSTER SPORTSMEN'S CLUB, INC	150.00
DAILY JOURNAL OF COMMERCE	1,772.20
DANSOUND INC	7,144.89
DAS MANUFACTURING, INC.	10,413.75
DBM CONTRACTORS, INC	215,717.62
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	10,373.34
DEPARTMENT OF LABOR AND INDUSTRIES	36,733.71
DEPARTMENT OF LICENSING	10.00
DEPARTMENT OF RETIREMENT SYSTEMS	201,030.53
DEVRIES, DENIS	232.66
DIAMOND TRAFFIC PRODUCTS	190.36
DIGITAL REPROGRAPHICS SERVICES INC.	1,591.79
DISSTON, GALEN	1,500.00
DOWL HKM	12,595.00
DRS 457	43,414.66
DUNN LUMBER COMPANY	1,759.14
DURRANT, JEFF	879.25
EARTHCORPS	15,204.18
EAST JORDAN IRON WORKS	1,152.48
EDGE CONCRETE CONSTRUCTION, LLC	1,250.00
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	3,750.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00
EMPLOYMENT SECURITY DEPT	5,357.02
ENTERTAINMENT FIREWORKS INC	12,025.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,554.01
ESA ADOLFSON	12,384.89
ESPRESSO WORKS	75.00
EVANS, C. WILLIAM	5,247.00
EVERETT STEEL	191.98
EVERGREEN PRINT SOLUTIONS	655.54

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,320.33
EXTREME PROMOTIONS	860.00
FAZZARI MARKETING	1,689.29
FEARON, CLINTON	2,000.00
FEASEL, ROBERT	665.00
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	19,637.23
FIRE PROTECTION, INC	3,506.16
FIRST AMERICAN TITLE	1,171.12
FPOD LLC	7,500.00
FRONTIER	62,550.13
FRUHLING SAND & TOPSOIL	2,615.37
FULL MAINTENANCE GARDENING	4,554.30
GATES, JANICE	71.96
GEOENGINEERS INC	40,853.30
GIBBONS & RIELY, PLLC	750.00
GORDON DERR	6,066.00
GORDON THOMAS HONEYWELL	40,058.12
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAHAM CONTRACTING LTD.	443,599.44
GRAINGER	6,966.03
GRAY & OSBORNE, INC	24,812.16
GREGORY, JOANNE	1,151.60
GREYSTONE COMMERCIAL SERVICE LP	174.79
GRIESEL, LEONARD	5,849.50
H.W. LOCHNER, INC.	275,120.74
HAMMOND COLLIER WADE LIVINGSTONE	1,770.00
HANSON CONSULTING SERVICES	1,269.00
HARRIS COMPUTER SYSTEMS	6,317.06
HARRIS, LESLIE	864.67
HDR	200,626.61
HEARTLAND	22,920.97
HEATERMEALS	1,193.21
HEISSLER, ANDREW	1,800.00
HERO HOUSE	1,548.75
HICKS, KATHLEEN	97.64
HOME DEPOT CREDIT SERVICES	1,434.37
HONEY BUCKET	1,020.40
HOPELINK	52,105.25
HOPKINS, CRAIG	502.36
HORIZON DISTRIBUTORS INC	680.48
HULQUIST HOMES	7,500.00
ICMA RETIREMENT TRUST 457 - 304745	58,699.72
ICOMPASS TECHNOLOGIES, INC.	16,600.00
INDEPENDENT STATIONERS	5,730.38

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

INFRA SOURCE CONTRACTING LLC	29.36
INGLEWOOD GOLF COURSE	2,475.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	261,708.58
INSTITUTE FOR FAMILY DEVELOPMENT	12,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58
INTEGRA TELECOM	9,676.04
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43
INTERNATIONAL INST OF MUNI CLERKS	560.00
IRIS WINDOW COVERINGS NW, INC.	1,382.81
IWORQ SYSTEMS	8,600.00
J&K ASSOCIATES	10,789.04
J. MURPHEY CONSTRUCTION	42.67
JACOBSON, BETTS & COMPANY	6,533.12
JBS INSTRUMENTS	3,360.75
JET CITY PRINTING	4,439.65
JOHN E. REID & ASSOCIATES	580.00
JONES & STOKES	129.31
JORVE CORPORTATION	46,509.16
JRW ENTERPRISES	413.36
JURASSIC PARLIAMENT	3,306.07
KCDA PURCHASING COOP	9,328.55
KEEP POSTED INC	173.00
KELLY PRINTING & GRAPHICS	6,908.93
KELLY THOMAS, INC.	11,587.29
KENMORE AIR	275.00
KENMORE ELEMENTARY PTA	5,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	14,104.37
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	1,672.65
KING COUNTY W.L.R.D.	352,832.05
KING COUNTY ANIMAL SVCS	5,870.00
KING COUNTY ARCHIVES	82.90
KING COUNTY DEPT OF CONST PROP SVCS	1,503.57
KING COUNTY DISTRICT COURT	35,497.00
KING COUNTY FINANCE	1,318,647.49
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY FLEET ADMIN	441.31
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PARKS	5,339.21
KING COUNTY PUBLIC DEFENSE	9,329.94
KING COUNTY RADIO COMM SERVICES	9,704.05
KING COUNTY RECORDER'S OFFICE	751.00
KING COUNTY SHERIFF	2,750,803.73
KING COUNTY TREASURY	38,810.75
KOMPAN, INC	345.64
KONICA MINOLTA BUSINESS SOLUTIONS	7,876.41

VIII B. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

KUKER-RANKEN INC	536.98
KUSTOM SIGNALS, INC.	500.33
LACHAPELLE, NATALIE	300.00
LEE, MYUNG	2,252.00
LIGHTHOUSE CONSULTING INC	33,651.32
LOEWEN, RON	76.00
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAGEE, STEVEN	9,192.00
MAIL FINANCE	3,272.42
MATRIX CONSULTING GROUP	40,000.00
McKEE & SCHALKA	5,500.00
MICHAEL TERRY'S TRAPPING	960.00
MIDMOUNTAIN CONTRACTORS, INC	827,157.45
MILNE ELECTRIC, INC	24,991.83
MINZGHOR, NICHOLAS	1,495.68
MOBILE ELECTRICAL DISTRIBUTORS INC	35.30
MR. T'S TROPHIES	1,550.33
NAMI EASTSIDE	400.00
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,481.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	2,943.91
NATIONAL LEAGUE OF CITIES	5,439.00
NATIONAL LIFE OF VERMONT	4,818.81
NATIONWIDE FINANCIAL 401a	254,044.66
NATIONWIDE RETIREMENT SOLUTIONS 457	33,640.00
NEBC	195.00
NetVersant	9,959.70
NEXTEL COMMUNICATIONS	10,733.61
NEXXPOST	287.31
NORTH COAST ELECTRIC	1,642.61
NORTH CREST DEVELOPMENT CORP.	1,794.00
NORTHSHORE FIRE DEPT	8,242.60
NORTHSHORE PAVING INC	537.90
NORTHSHORE SCHOOL DISTRICT	1,364.45
NORTHSHORE SENIOR CENTER	18,250.00
NORTHSHORE UTILITY DIST	113,532.77
NORTHSHORE YOUTH & FAMILY SERVICES	32,500.00
OAC SERVICES, INC	45,339.71
OAKSTONE WELLNESS	128.07
OFFICE CLEANING CREW	7,862.85
OFFICE DEPOT	917.01
OFFICE TEAM	13,715.91
OLYMPIC ENVIRONMENTAL RESOURCES	46,276.89

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

OM WORKSPACE	5,418.58
ORB ARCHITECTS	8,725.97
OSTROM DRUGS	557.40
OTAK	179,469.78
OUSLEY, NANCY	1,240.36
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,171.00
PACIFIC TOPSOILS	14,907.04
PASSPORT TRAVEL AND TOURS	5,130.80
PAWS	9,865.00
PENDLETON CONSULTING LLC	10,044.47
PEOPLES STORAGE	2,245.00
PERKINS COIE	10,805.59
PETTY CASH CUSTODIAN	1,985.56
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	1,509.45
PLATT	506.41
PRIME PACIFIC BANK	60.00
PROTHMAN COMPANY	6,166.67
PRO-VAC	15,817.98
PRSA	277.00
PRUDENTIAL	1,492.52
PUGET SOUND BUSINESS JOURNAL	94.00
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	711,883.33
PUGET SOUND FINANCE OFFICERS ASSOC	125.00
PUGET SOUND REFRIGERATION	2,207.52
PUGET SOUND REGIONAL COUNCIL	7,390.00
PURDY, MICHAEL E.	150.00
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	16,466.30
RANDALL, BRIAN	296.37
RCS VALUATION CORP	1,000.00
RICHARD & SHARON ARKLEY LIVING TRUS	2,300.00
RODGERS, MICHAEL	184.00
ROGERS, GLENN	2,512.74
RON KASPRISIN AIA	902.29
RONGERUDE, JOHN	150.00
ROUNDY, CASSANDRA	50.00
RUEB, DAVID	1,440.61
S & S UPHOLSTERY	2,135.25
SAFRIN, PATTY	979.57
SARAH ROBERTS	110,700.00
SCHINDLER ELEVATOR CORPORATION	862.64
SCHINDLER ELEVATOR CORPORATION	1,243.37
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	7,038.14

SEATTLE VISITING NURSE ASSOCIATION	112.00
SECRETARY OF STATE	55.00
SEES TREES AND EXCAVATION INC	4,239.84
SEMAHMOO RESORT	520.56
SERVICE ELECTRIC	869.08
SHARAM FAMILY	19,444.40
SHATTUCK, NANCY	8,800.00
SHORELINE PUBLIC SCHOOLS	450.00
SHRED-IT	643.50
SIMPSON, ARTHUR	969.00
SKYLINE WINDOWS, INC.	134.69
SMITH, JARRETT	50.35
SNOHOMISH COUNTY	78,742.06
SNOHOMISH COUNTY SHERIFF'S OFFICE	95,262.13
SOUND LAW CENTER	16,177.00
SOUND PUBLISHING, INC.	6,207.30
SPECIAL ASPHALT PRODUCTS	5,996.09
SPERRY, LAURIE	250.00
ST EDWARD STATE PARK	9,465.22
STAPLES ADVANTAGE	7,273.19
STAR NORTHWEST, INC	56,941.47
STARLIGHT CHILDRENS FOUNDATION	190.00
STATE AUDITOR'S OFFICE	20,279.22
STATE OF FLORIDA DISBURSEMENT UNIT	2,475.00
STEPHENS, MARY	11,250.00
STEWART BEALL MACNICHOLS	44,300.00
STOUDER, FRED	1,359.01
STRIPE RITE, INC.	2,200.95
SUBURBAN CITIES ASSOC	11,919.87
SUNBELT	4,927.56
SUSKIN, LYNN	990.21
SUSSMAN/PREJZA & CO, INC	51,668.59
TACOMA SCREW PRODUCTS, INC.	159.70
TAYLOR, GARY	2,800.00
TELESYSTEMS WEST	2,271.31
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
THE WILDERS	2,000.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TIMEMARK INCORPORATED	106.76
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	87,678.53
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	1,090.57
TRAFFIC COUNT CONSULTANTS, INC	5,250.00
TRAN, SHAUN & DINH LIEU	415.80
TRANE U.S. INC.	10,471.69

T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,798.44
UNITED WAY OF KING COUNTY	1,449.00
UNIVERSAL FIELD SERVICES	21,222.34
UNIVERSITY OF WASHINGTON	1,210.00
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	8,228.32
VAN NESS, ALLAN	3,372.36
VAUGHAN, KENT	76.00
W.S.S.R.O.A.	450.00
WA ASSOC FOR FLOODPLAIN MANAGEMENT	100.00
WA ASSOC OF CODE ENFORCEMENT	40.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	450.00
WA GUARANTEED EDUCATION TUITION	5,602.50
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF RETIREMENT SYS	154.70
WA STATE DEPT OF TRANSPORTATION	5,772.57
WA STATE PARKS & RECREATION	2,700.00
WARDS NATURAL SCIENCE	1,237.95
WARNER, LOUIS	1.02
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	120.70
WASHINGTON MILITARY DEPARTMENT	5,009.34
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	14,696.91
WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE O.M.W.B.E.	200.00
WASHINGTON STATE OFFICE CASH MGMT	769.50
WASHINGTON TREE SERVICE INC	2,847.00
WEINSTEIN AU	22,005.11
WELLS FARGO BANK	2,483.66
WELLS FARGO FINANCIAL	4,435.70
WESTERN METAL ART & SIGN	244.74
WONDERLAND DEVELOPMENT	14,290.00
YAKIMA COUNTY DEPT. OF CORRECTIONS	59,400.05
YAMASATO, JON	1,750.00
YAZDIDOOST, KAMRAN	4,305.60
ZESBAUGH, INC.	423.77
ZONAR SYSTEMS	525.33
ZORNES, GARY	230.00
ZUMAR	494.77
	<u>13,542,397.32</u>

VIIIB. Approval of Claim Nos. 25105 - 25155 in the Amount of \$560,349.48 for the Period Ending December 29, 2011.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept November 2011 Financial Reports for the City of Kenmore, Washington			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2011-2012 Amended City Budget \$41,198,917		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. November 2011 Financial Reports for the City of Kenmore, Washington			
SUMMARY STATEMENT: The November monthly financial report is submitted for Council review and adoption. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2011-2012 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. A mid biennial budget review was performed and the budget was amended by Ordinance No.11-331 on November 28, 2011. The financial reports have been updated to reflect the budget amendments. November is the 11th month (45.8%) of the current biennium. Sales tax and real estate excise tax (REET) revenues remain low, especially when compared to already low results in 2009 and 2010. In the General Fund, sales tax revenue is about \$100,000 below projections at this point in the year. Development revenues overall, including impact fees, and gas taxes are not showing any improvement; property tax collections are on target. On the national level, the unemployment rate dropped unexpectedly to 8.6% in November from 9.0% in October. The Dow Jones closed in November at 12,045, an increase from 11,955 reported in October.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Accept November 2011 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 	
TODAY'S DATE: December 21, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK) i:\admin & finance\monthly reports\2011\nov ab summary.docx	

I:\Admin & Finance\Monthly Reports\2011\Nov AB Summary.docx



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM]

TO: Frederick C. Stouder, City Manager
FROM: Joanne Gregory, Finance Director
DATE: December 21, 2011
RE: November 2011 Financial Reports for the City of Kenmore, Washington

November 2011 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- All Funds Cash Summary
- Other Funds Monthly Activity
- Cash and Investment Report
- Schedule of Investments
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- SR 522 Phase I Revenue and Expenditure History
- SR 522 Phase II Revenue and Expenditure History

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

GENERAL FUND

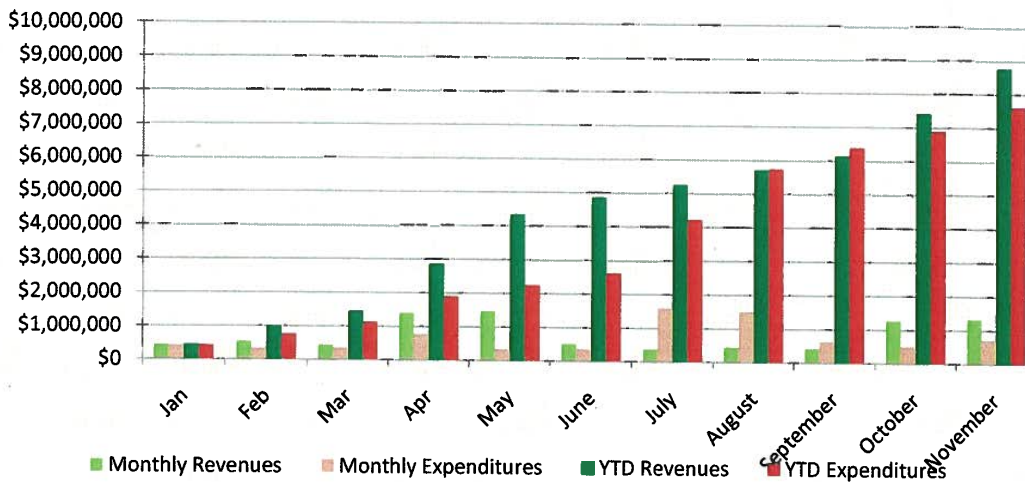
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service.

In the context of the biennial budget, November is the eleventh month (45.8%) of the 2011-2012 biennial budget period.

For the month of November, revenues exceeded expenditures in the General Fund by **\$611,310**.

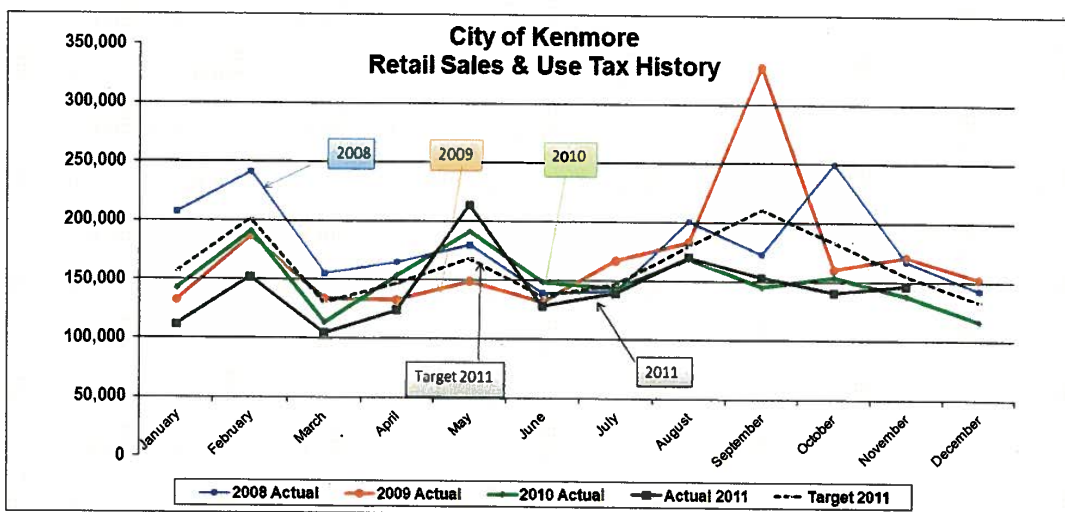
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through November, 2011.

City of Kenmore, Washington
Monthly Financial Report
November 2011

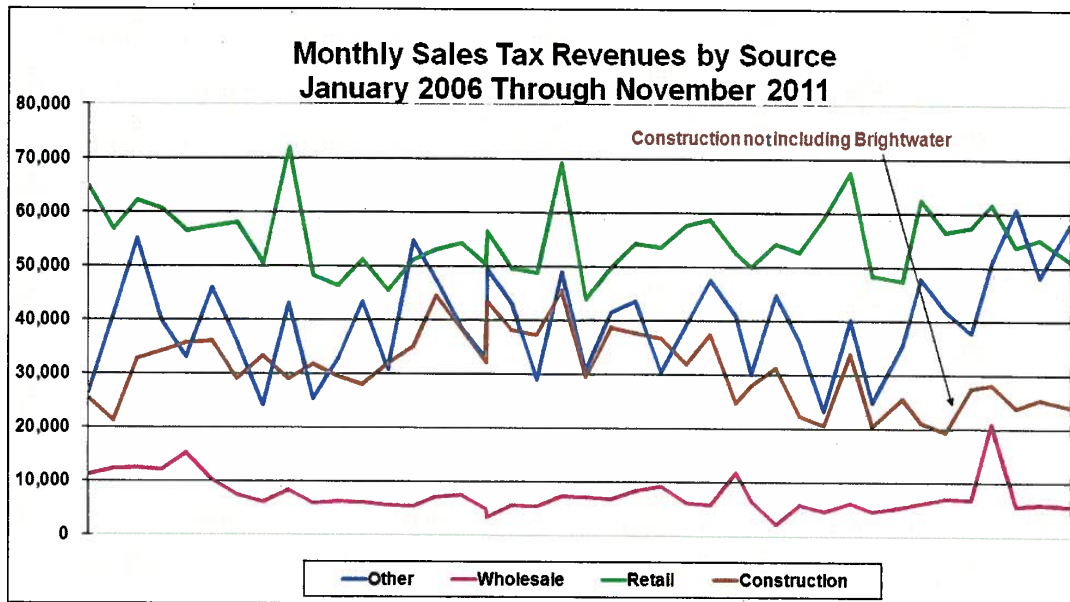


Total **revenues** for the month were **\$1,338,468**. Year to date the revenues are \$8,762,911 which is 46.3% of the amended budgeted revenues of \$18,945,596. Primary sources of revenue for the month included property taxes in the amount of \$1,005,463, retail sales and use taxes in the amount of \$146,669, and utility taxes in the amount of \$97,625. Note that year to date franchise fees are unusually high because two of the 2010 quarterly payments (total of \$121,674) were remitted to the City in early 2011.

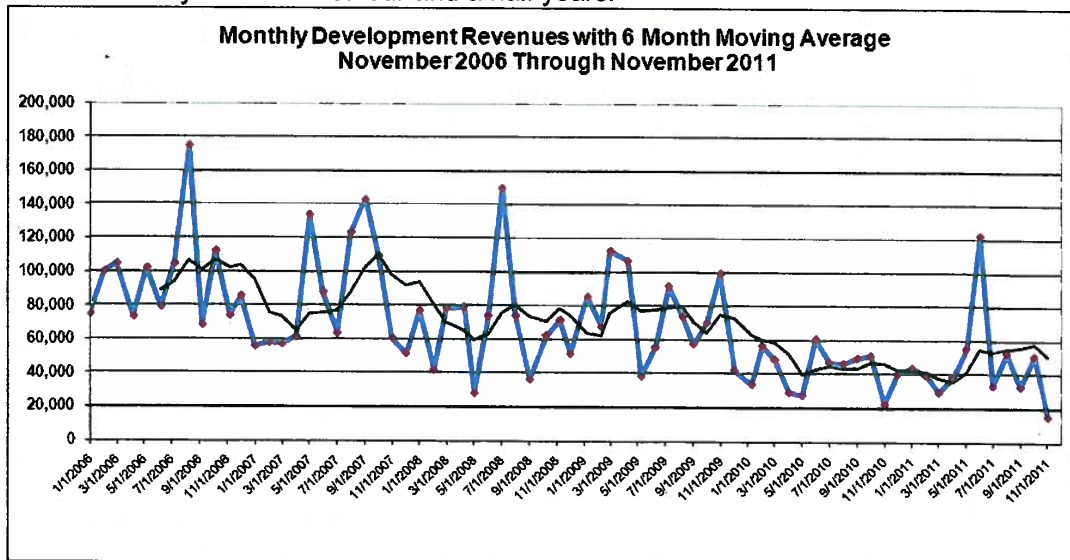
A summary of sales tax revenues received in November is attached. These receipts are based on September sales activity and have been tracking lower each month than the previous three years. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2011 line is a monthly average of actual receipts by month during 2008, 2009, and 2010. The solid black line represents 2011 actual receipts.



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2006 through September 2011. Construction sales taxes are shown without the benefit of the Brightwater construction project and are declining. This category previously had the benefit of the city hall, Bastyr dorms, fire station and library construction projects which have been completed. Other segments have not yet experienced significant, prolonged downturns; however wholesale and manufacturing receipts have definitely fallen off.



Development revenues are also declining noticeably. The following chart illustrates the revenue activity over the last four and a half years.



November 2011 expenditures were \$727,158. Year to date expenditures are \$7,615,187 which is 40.3% of the amended budget expenditures of \$18,914,946. During this month, no unusual transactions were noted.

The General Fund 2011-2012 budgeted beginning fund balance is \$4,941,884. This is a substantial reserve and represents 53% of the budgeted 2011 expenditures. The City's Financial Policy 3) Contingent Accounts prescribes that the minimum General Fund balance reserve should be \$1,876,990 for 2011. The City Council will provide policy direction regarding the additional reserve of \$3,064,894.

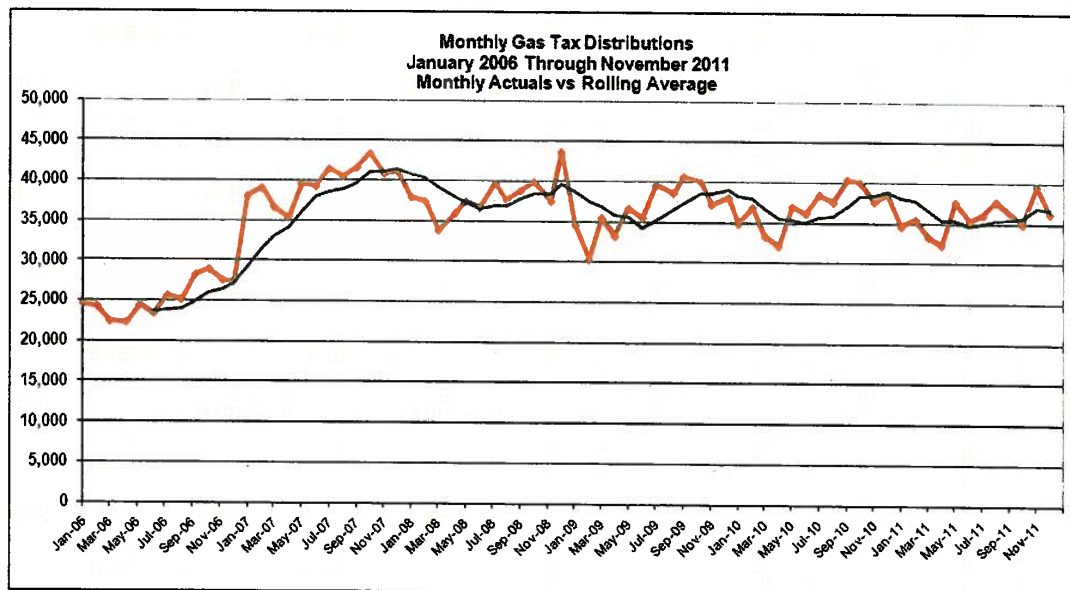
OTHER FUNDS

The November cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of November, totaled \$16,485,677. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2011-2012 biennial budget.

Other than the following, there were no significant transactions or unusual activities noted during the month of November. Total other fund (non General Fund) revenues were \$506,794 and total other fund (non-General Fund) expenditures were \$1,457,470.

In the **Street Fund** revenue from gas tax distributions was \$36,219.

The following chart shows recent gas tax receipts through November, 2011. The price of gas seems to have stabilized although revenues are not expected to rise due to economizing by the public and increased use of fuel efficient vehicles.

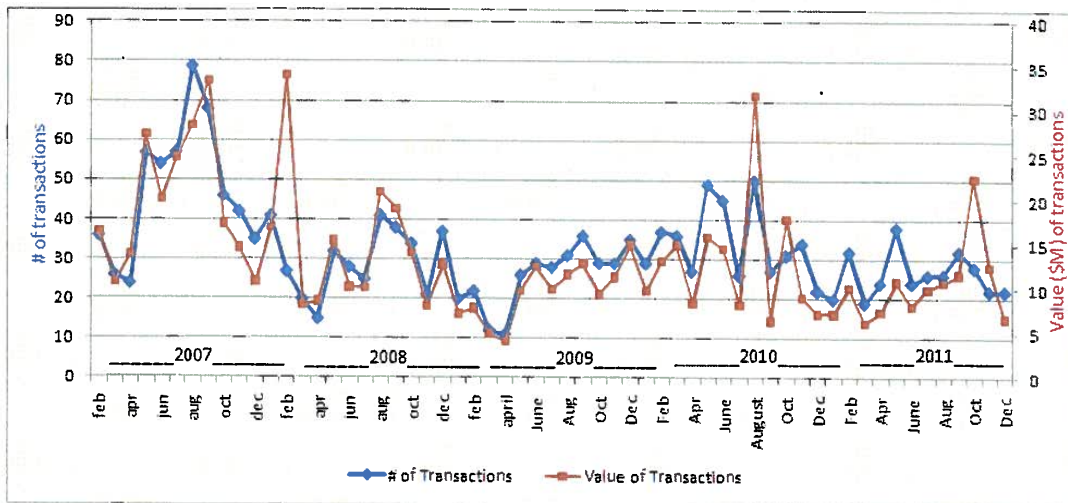


In the **Street Fund**, \$196,107 was expended on street overlay services. This accounted for 79% of the total street fund expenditures for the month of November.

In the **Arterial Street Fund**, \$754,169 was expended on SR 522 Phase I and Phase II. Of this amount \$744,307 was paid to MidMountain Contractors for payment in satisfaction of the court order and judgment. A total of \$104,110 was spent on various other transportation projects including the slide repair on 61st Place NE.

The **Municipal Capital Fund** received \$33,475 of real estate excise taxes (REET) in November from sales activity that occurred in October. 22 transactions were reported this month.

The attached Real Estate Excise Tax Report shows the monthly activity since 2007. Below is a chart that shows both the number of real estate transactions and the value of those transactions for the years 2007, 2008, 2009, 2010, 2011. It is evident that there are a stable number of monthly transactions but not at the peak level experienced in 2007.



SUMMARY

This concludes the financial report for the City of Kenmore as of **November 30, 2011**. Thank you for taking the time to review the materials. I appreciate your feedback and encourage you to contact the City Manager if you have any questions prior to the City Council meeting.

**City of Kenmore, Washington
General Fund Summary Report
November 30, 2011**



	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	YEAR TO DATE	% of	AMENDED BUDGET	YEAR TO DATE	BIENNIUM BUDGET	
	<u>November</u>	<u>2011</u>	<u>BUDGET</u>	<u>2011-2012</u>	<u>November-2010</u>	<u>2010</u>	<u>2009-2010</u>
REVENUES							
Beginning Fund Balance		4,941,884		4,941,884			3,683,966
Property Taxes	1,005,463	4,132,336	50.1%	8,254,387	1,123,769	2,918,325	7,870,521
Sales and Use Taxes	181,078	1,964,514	45.3%	4,339,202	174,209	1,880,372	4,486,179
Utility Taxes	97,625	1,293,851	43.1%	3,002,082	53,234	1,195,690	3,001,932
Other Taxes	5,567	27,582	26.5%	104,104	8,438	22,015	145,900
Development Fees & Permits	15,296	514,115	35.7%	1,439,095	22,403	450,464	1,803,313
Franchise Fees	6,808	394,363	60.6%	650,588	0	190,068	466,900
Intergovernmental and Grants	5,282	331,076	43.5%	761,476	20,073	375,677	760,841
Investment Interest	15,855	80,531	143.8%	56,000	11,123	5,712	180,000
Fines and Forfeitures	0	664	0.0%	0	0	-13,622	0
Transfers and Other Revenues	5,493	23,879	7.1%	338,662	403	145,383	235,220
Total Revenues	1,338,468	8,762,911	46.3%	18,945,596	1,413,652	7,170,085	18,950,806
Total Revenues & Beginning Fund Balance		13,704,795		23,887,480			22,634,772

	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	YEAR TO DATE	% of	AMENDED BUDGET	YEAR TO DATE	BIENNIUM BUDGET	
	<u>November</u>	<u>2011</u>	<u>BUDGET</u>	<u>2011-2012</u>	<u>November-2010</u>	<u>2010</u>	<u>2009-2010</u>
EXPENDITURES							
Cost Center							
City Council	25,738	115,653	53.1%	217,644	5,923	115,126	184,307
City Manager	74,002	808,018	45.0%	1,796,600	50,324	762,891	1,576,240
City Clerk	19,188	227,089	42.3%	536,261	17,165	200,280	503,323
Finance	26,653	252,838	39.6%	639,213	17,464	209,887	484,516
Legal	20,270	244,928	49.6%	494,285	825	220,897	415,000
Non-Departmental	106,350	646,818	42.2%	1,532,818	40,557	767,815	1,774,827
Interfund Transfers	0	600,000	38.4%	1,564,000	0	0	3,296,095
Public Safety	278,157	2,853,223	39.7%	7,179,563	285,513	2,702,736	6,969,090
Engineering	40,992	442,947	42.4%	1,045,741	32,302	354,880	1,197,788
Planning & Community Dev	27,057	294,624	41.3%	712,632	71,634	1,132,704	3,358,755
Land Dev & Permitting	42,469	491,865	32.8%	1,501,147		0	0
Parks & Facility Maintenance	66,283	637,185	37.6%	1,695,042	39,660	632,633	1,001,942
Total Expenditures	727,158	7,615,187	40.3%	18,914,946	561,367	7,099,848	20,761,883
Ending Fund Balance		6,089,609		4,972,534			1,872,888
Total Expenditures and Ending Fund Balance		13,704,795		23,887,480			22,634,771

**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2011**

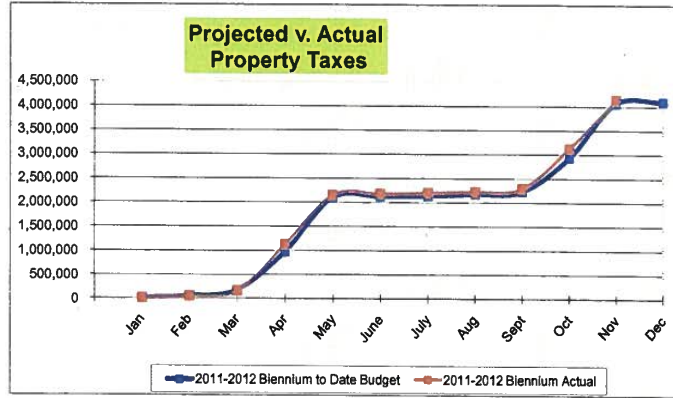
PROPERTY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	10,862	10,090
Feb	53,674	48,396
Mar	178,078	158,944
Apr	977,365	1,129,979
May	2,104,307	2,148,453
June	2,128,886	2,176,581
July	2,141,268	2,199,227
Aug	2,178,622	2,221,494
Sept	2,234,210	2,290,582
Oct	2,939,254	3,126,873
Nov	4,071,083	4,132,336
Dec	4,106,660	
2011	4,106,660	

Year To Date

Actual v. Projected

101.50%



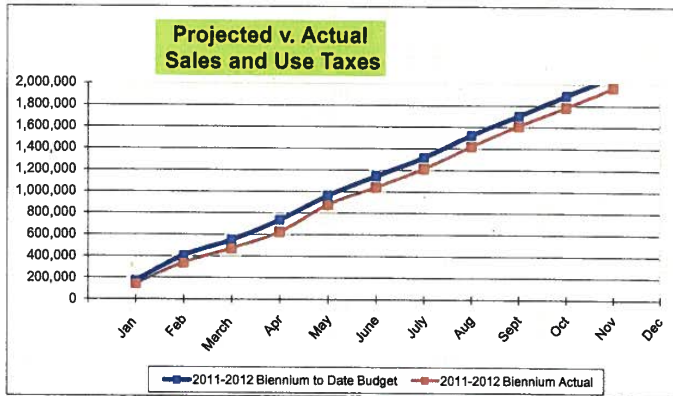
SALES, USE, CRIM JUSTICE TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	174,792	143,734
Feb	408,586	337,267
March	552,562	470,750
Apr	738,057	624,068
May	964,931	877,898
June	1,145,610	1,039,289
July	1,320,155	1,212,465
Aug	1,526,322	1,420,527
Sept	1,706,765	1,608,830
Oct	1,894,218	1,783,436
Nov	2,069,709	1,964,514
Dec	2,219,601	
2011	2,219,601	

Year To Date

Actual v. Projected

95%



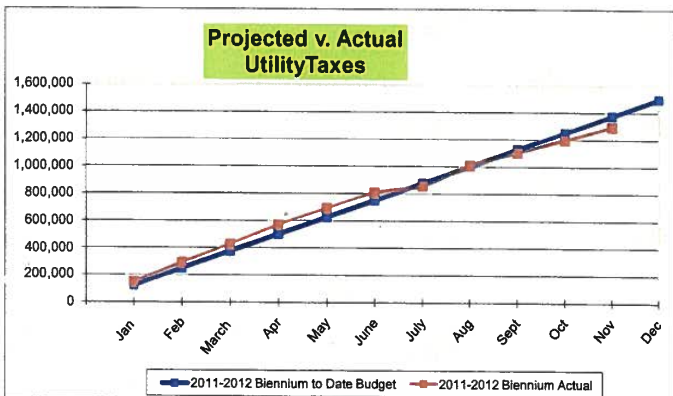
UTILITY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	125,087	145,824
Feb	250,173	289,238
March	375,260	425,114
Apr	500,347	567,667
May	625,433	690,623
June	750,520	803,249
July	875,607	858,371
Aug	1,000,693	1,006,409
Sept	1,125,780	1,103,199
Oct	1,250,867	1,196,226
Nov	1,375,953	1,293,851
Dec	1,501,040	
2011	1,501,040	

Year To Date

Actual v. Projected

94%

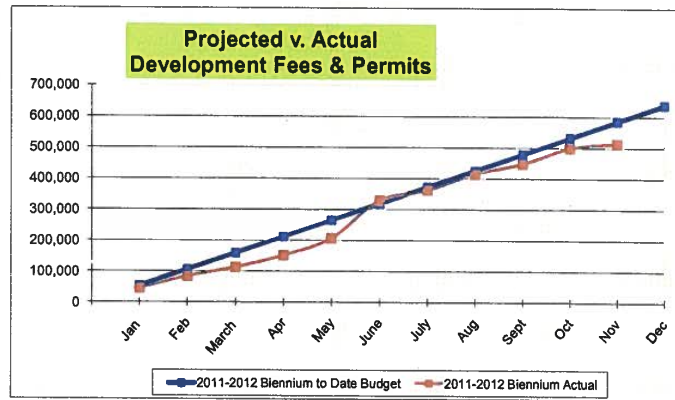


**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2011**

DEVELOPMENT FEES & PERMITS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	53,274	43,730
Feb	106,549	83,138
March	159,823	112,539
Apr	213,097	151,023
May	266,372	206,368
June	319,646	328,915
July	372,920	362,254
Aug	426,195	414,990
Sept	479,469	447,787
Oct	532,743	498,819
Nov	586,018	514,115
Dec	639,292	
2011	639,292	

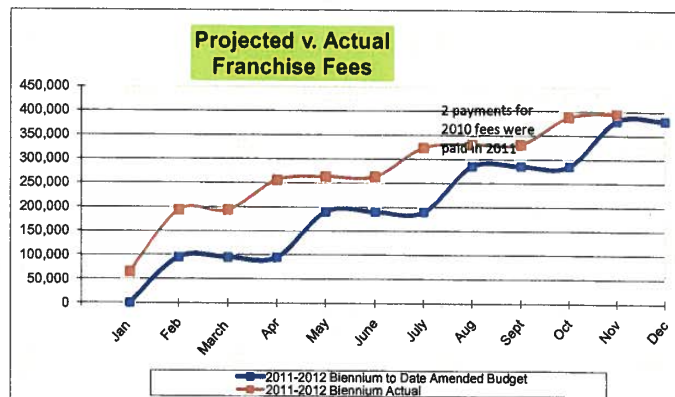
Year To Date
Actual v. Projected 88%



FRANCHISE FEES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	0	64,328
Feb	95,324	193,553
March	95,324	193,553
Apr	95,324	255,526
May	190,647	263,275
June	190,647	263,275
July	190,647	323,165
Aug	285,971	330,421
Sept	285,971	330,421
Oct	285,971	387,556
Nov	381,294	394,363
Dec	381,294	
2011	381,294	

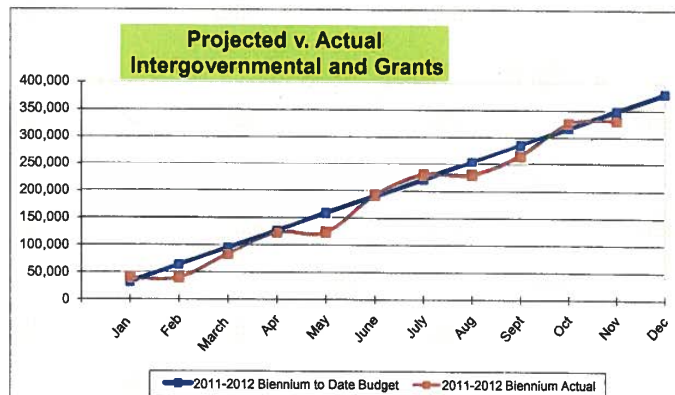
Year To Date
Actual v. Projected 103%



INTERGOVERNMENTAL & GRANTS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	31,728	39,034
Feb	63,456	39,034
March	95,185	83,130
Apr	126,913	122,950
May	158,641	122,950
June	190,369	191,908
July	222,097	229,826
Aug	253,825	229,826
Sept	285,554	265,224
Oct	317,282	325,794
Nov	349,010	331,076
Dec	380,738	
2011	380,738	

Year To Date
Actual v. Projected 95%

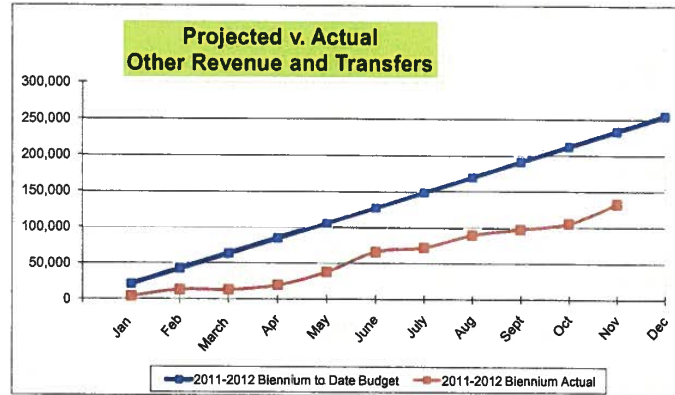


**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2011**

OTHER REVENUES AND TRANSFERS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	21,279	3,527
Feb	42,558	12,958
March	63,836	12,742
Apr	85,115	19,440
May	106,394	37,647
June	127,673	65,709
July	148,951	71,702
Aug	170,230	89,107
Sept	191,509	97,124
Oct	212,788	105,740
Nov	234,066	132,656
Dec	255,345	
2011	255,345	

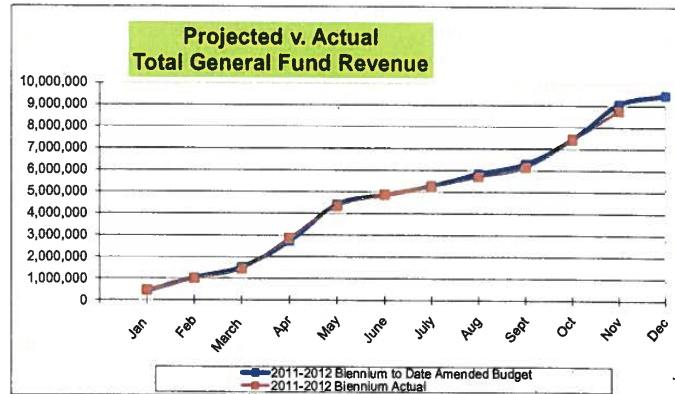
Year To Date
Actual v. Projected 57%



TOTAL GENERAL FUND REVENUE

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	417,023	450,267
Feb	1,020,321	1,003,584
March	1,520,068	1,456,772
Apr	2,736,218	2,870,653
May	4,416,726	4,347,214
June	4,853,351	4,868,926
July	5,271,646	5,257,010
Aug	5,841,859	5,712,774
Sept	6,309,257	6,143,167
Oct	7,433,123	7,424,444
Nov	9,067,134	8,762,911
Dec	9,483,971	
2011	9,483,971	

Year To Date
Actual v. Projected 96.64%

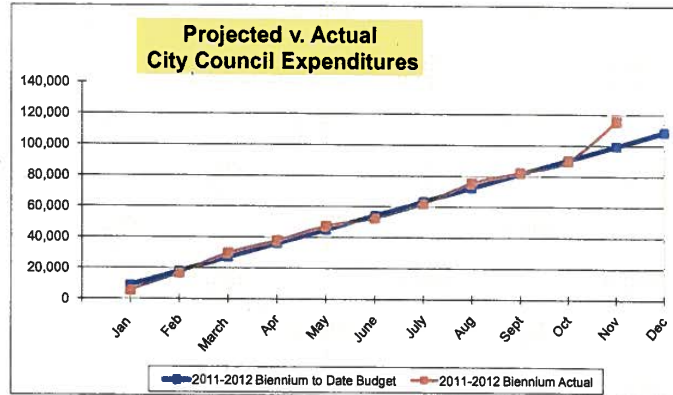


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2011**

CITY COUNCIL

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	9,066	5,667
Feb	18,133	16,802
March	27,199	29,707
Apr	36,266	37,836
May	45,332	47,279
June	54,399	52,709
July	63,465	62,098
Aug	72,531	75,252
Sept	81,598	82,181
Oct	90,664	89,916
Nov	99,731	115,653
Dec	108,797	
2011	108,797	

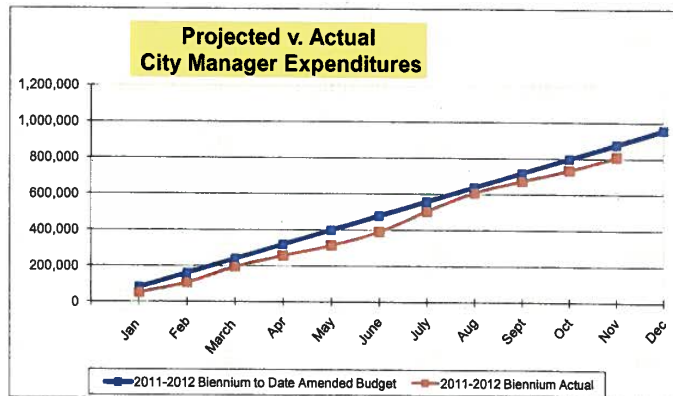
Year To Date
Actual v. Projected 116%



CITY MANAGER

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	79,978	50,407
Feb	159,956	105,614
March	239,934	193,272
Apr	319,911	255,744
May	399,889	313,496
June	479,867	389,432
July	559,845	504,572
Aug	639,823	607,849
Sept	719,801	674,097
Oct	799,778	734,016
Nov	879,756	808,018
Dec	959,734	
2011	959,734	

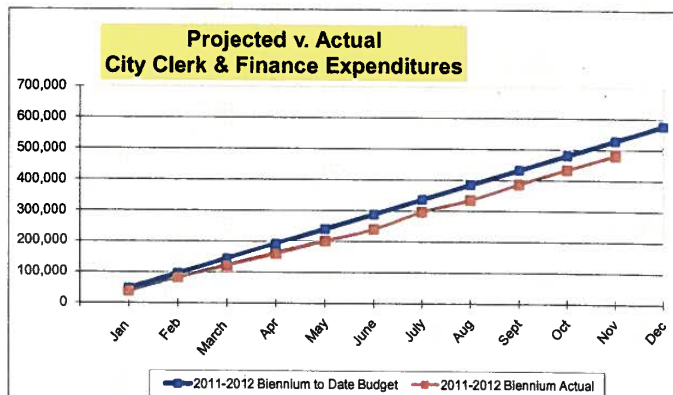
Year To Date
Actual v. Projected 92%



CITY CLERK & FINANCE

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	48,098	38,133
Feb	96,197	82,263
March	144,295	121,368
Apr	192,394	160,428
May	240,492	200,582
June	288,591	239,473
July	336,689	295,925
Aug	384,787	334,297
Sept	432,886	386,134
Oct	480,984	434,085
Nov	529,083	479,926
Dec	577,181	
2011	577,181	

Year To Date
Actual v. Projected 91%

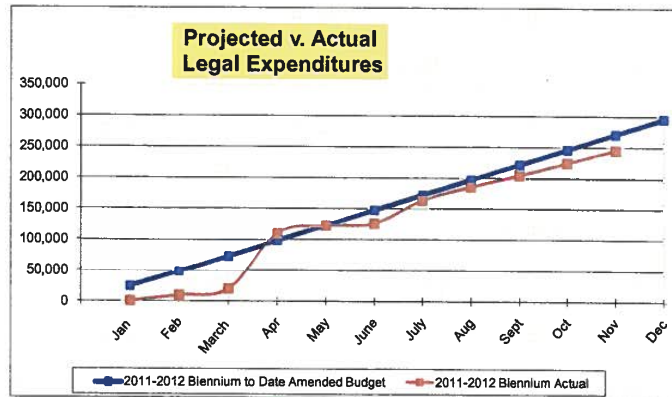


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2011**

LEGAL

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	24,649	0
Feb	49,298	9,472
March	73,946	19,947
Apr	98,595	110,349
May	123,244	122,937
June	147,893	125,740
July	172,541	163,560
Aug	197,190	185,238
Sept	221,839	204,280
Oct	246,488	224,658
Nov	271,136	244,928
Dec	295,785	
2011	295,785	

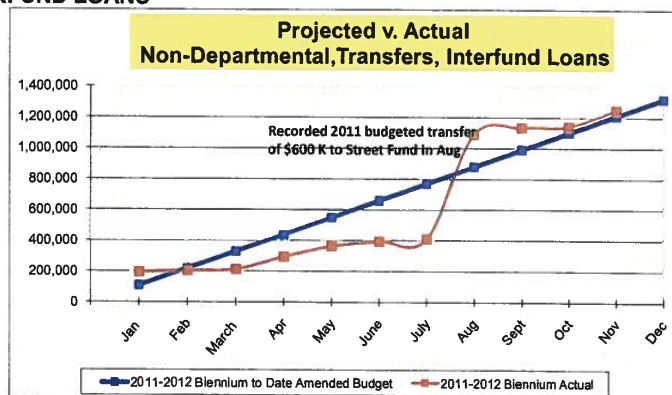
Year To Date
Actual v. Projected 90%



NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	110,267	194,427
Feb	220,534	203,114
March	330,801	211,943
Apr	441,068	293,277
May	551,335	361,357
June	661,602	392,134
July	771,868	409,875
Aug	882,135	1,088,378
Sept	992,402	1,133,037
Oct	1,102,669	1,140,467
Nov	1,212,936	1,246,818
Dec	1,323,203	
2011	1,323,203	

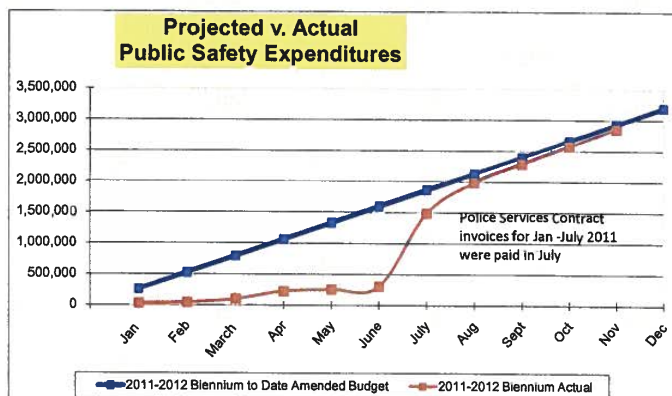
Year To Date
Actual v. Projected 103%



PUBLIC SAFETY

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	266,342	30,467
Feb	532,684	45,647
March	799,027	101,426
Apr	1,065,369	225,914
May	1,331,711	253,770
June	1,598,053	303,077
July	1,864,395	1,482,515
Aug	2,130,737	1,982,156
Sept	2,397,080	2,286,667
Oct	2,663,422	2,575,066
Nov	2,929,764	2,853,223
Dec	3,196,106	
2011	3,196,106	

Year To Date
Actual v. Projected 97%

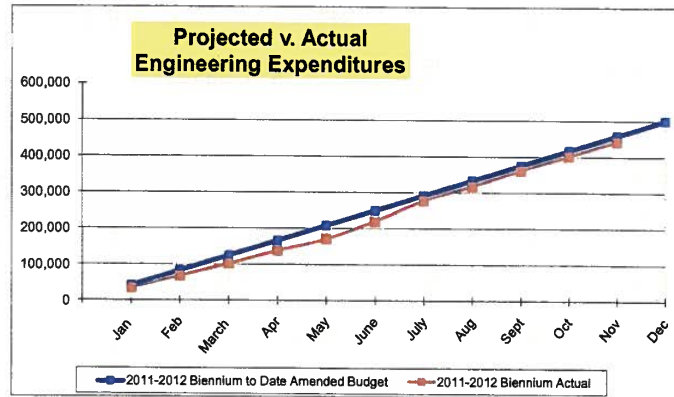


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2011**

ENGINEERING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	41,780	33,890
Feb	83,560	67,807
March	125,340	101,292
Apr	167,120	137,709
May	208,900	170,320
June	250,681	219,589
July	292,461	277,509
Aug	334,241	317,607
Sept	376,021	361,705
Oct	417,801	401,955
Nov	459,581	442,947
Dec	501,361	
2011	501,361	

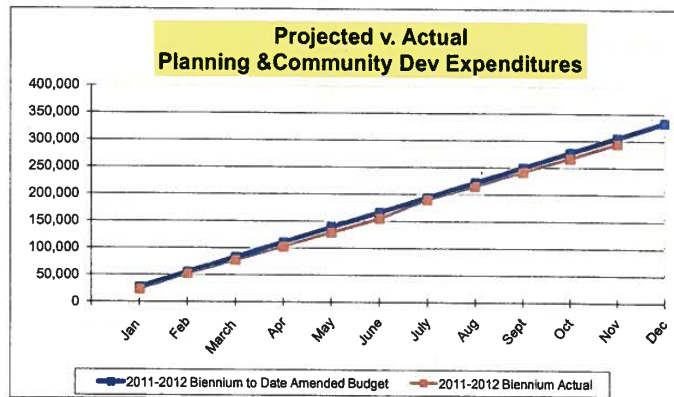
Year To Date
Actual v. Projected 96%



PLANNING & COMMUNITY DEV

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	27,823	23,392
Feb	55,646	52,442
March	83,470	77,462
Apr	111,293	102,864
May	139,116	128,864
June	166,939	155,152
July	194,762	190,246
Aug	222,585	215,483
Sept	250,409	241,931
Oct	278,232	267,567
Nov	306,055	294,624
Dec	333,878	
2011	333,878	

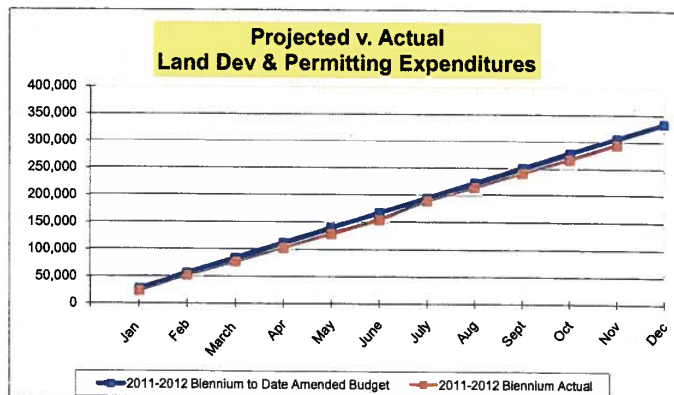
Year To Date
Actual v. Projected 96%



LAND DEV & PERMITTING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	58,482	39,962
Feb	116,964	81,679
March	175,446	122,785
Apr	233,927	163,379
May	292,409	203,960
June	350,891	260,010
July	409,373	318,402
Aug	467,855	359,625
Sept	526,337	406,195
Oct	584,818	449,396
Nov	643,300	491,865
Dec	701,782	
2011	701,782	

Year To Date
Actual v. Projected 76%

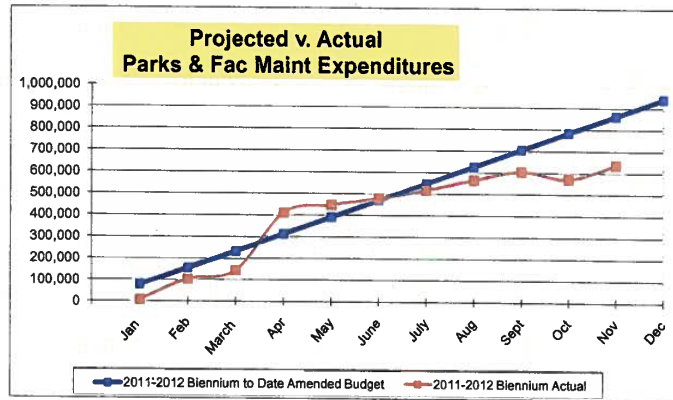


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2011**

PARKS & FACILITY MAINT

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	78,498	6,230
Feb	156,996	103,546
March	235,494	144,923
Apr	313,992	411,504
May	392,490	448,660
June	470,988	479,517
July	549,486	517,159
Aug	627,984	564,547
Sept	706,482	603,964
Oct	784,980	570,902
Nov	863,478	637,185
Dec	941,976	
2011	941,976	

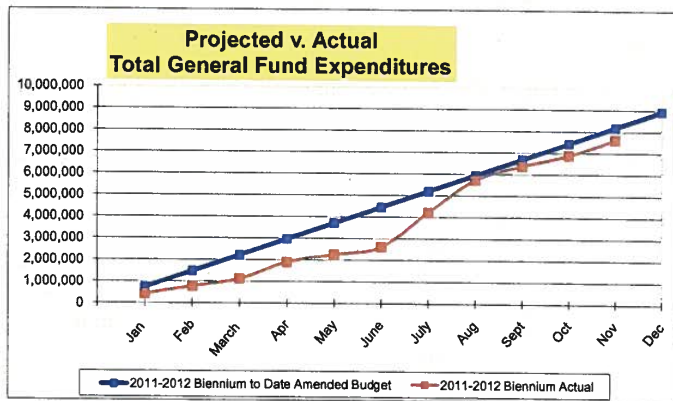
Year To Date
Actual v. Projected 74%



TOTAL GENERAL FUND EXPENDITURES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	744,984	422,575
Feb	1,489,967	768,186
March	2,234,951	1,124,125
Apr	2,979,934	1,899,004
May	3,724,918	2,251,225
June	4,469,902	2,616,833
July	5,214,885	4,221,861
Aug	5,959,869	5,730,432
Sept	6,704,852	6,380,191
Oct	7,449,836	6,888,028
Nov	8,194,819	7,615,187
Dec	8,939,803	
2011	8,939,803	

Year To Date
Actual v. Projected 93%



City of Kenmore, Washington
All Funds Cash Summary
November 30, 2011



	2009-2010		2011-2012	
	BIENNIUM	AMENDED BUDGET	NOVEMBER	BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	2,748,258	4,941,884		4,941,884
Interfund Loan Repayment	6,850,000	0	0	0
Revenues	18,944,234	18,945,595	1,338,468	8,762,911
Total Sources	28,542,492	23,887,479	1,338,468	13,704,795
Interfund Loans	5,350,000	0		0
Expenditures	18,262,703	18,914,946	727,158	7,615,187
Ending Cash	4,929,789	4,972,533		6,089,609
Total Uses	28,542,492	23,887,479	727,158	13,704,795
STREET FUND				
Beginning Cash	228,568	2,040,582		2,040,582
Interfund Loan	3,550,000	0	0	0
Revenues	8,568,320	2,394,724	36,219	988,666
Total Sources	12,346,888	4,435,306	36,219	3,029,248
Interfund Loan Repaid	6,150,000			0
Expenditures	4,156,306	3,160,790	248,210	1,245,987
Ending Cash	2,040,582	1,274,516		1,783,261
Total Uses	12,346,888	4,435,306	248,210	3,029,248
ARTERIAL STREET FUND				
Beginning Cash	1,432,272	1,209,197		1,209,197
Interfund Loan	8,300,000	0	0	0
Revenues	23,393,136	7,574,163	0	276,910
Total Sources	33,125,408	8,783,360	0	1,486,107
Interfund Loan Repaid	10,500,000	0		0
Expenditures	21,416,211	8,420,240	858,279	2,316,131
Ending Cash	1,209,197	363,120		(830,023)
Total Uses	33,125,408	8,783,360	858,279	1,486,107
PUBLIC ART FUND				
Beginning Cash	67,378	68,244		68,244
Revenues	130,857	3,979	0	0
Total Sources	198,235	72,223	0	68,244
Expenditures	129,991	1,000	0	500
Ending Cash	68,244	71,223		67,744
Total Uses	198,235	72,223	0	68,244
PARK IMPACT FEE FUND				
Beginning Cash	976,339	1,354,455		1,354,455
Revenues	396,799	440,942	2,432	58,733
Total Sources	1,373,138	1,795,397	2,432	1,413,188
Expenditures	18,683	700,000	0	0
Ending Cash	1,354,455	1,095,397		1,413,188
Total Uses	1,373,138	1,795,397	0	1,413,188
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	146,087	545,655		545,655
Revenues	1,280,266	943,962	8,086	204,692
Total Sources	1,426,353	1,489,617	8,086	750,347
Expenditures	880,698	1,221,255	0	267,532
Ending Cash	545,655	268,362		482,815
Total Uses	1,426,353	1,489,617	0	750,347
SWAMP CREEK BASIN FUND				
Beginning Cash	0	1,762,640		1,762,640
Revenues	1,762,640	35,619	0	0
Total Sources	1,762,640	1,798,259	0	1,762,640
Expenditures	0	0	0	0
Ending Cash	1,762,640	1,798,259		1,762,640
Total Uses	1,762,640	1,798,259	0	1,762,640

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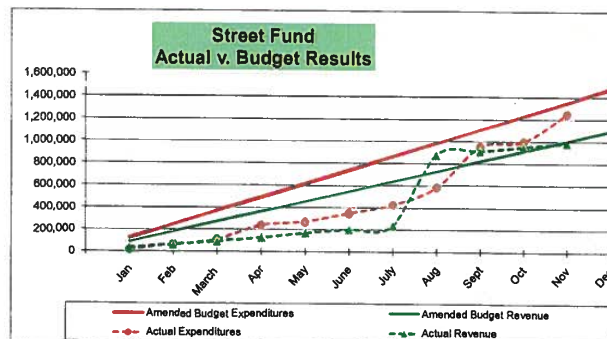
City of Kenmore, Washington
All Funds Cash Summary
November 30, 2011



	2009-2010 BIENNIUM	AMENDED BUDGET	NOVEMBER	2011-2012 BIENNIUM TO DATE
MUNICIPAL CAPITAL RESERVE FUND				
Beginning Cash	2,402,043	1,866,318		1,866,318
Interfund Loan Repayment	8,800,000	0	0	0
Revenues	1,493,254	2,038,341	51,687	608,892
Total Sources	12,695,297	3,904,659	51,687	2,475,210
Interfund Loan	5,500,000	0		0
Expenditures	5,328,980	3,262,894	0	85,139
Ending Cash	1,866,318	641,765		2,390,071
Total Uses	12,695,297	3,904,659	0	2,475,210
CAPITAL PROJECTS FUND				
Beginning Cash	12,016,588	60,725		60,725
Revenues	4,693,262	508,079	4,991	79,015
Total Sources	16,709,850	568,804	4,991	139,740
Expenditures	16,636,626	507,820	84,858	470,412
Ending Cash	73,223	60,984		(330,673)
Total Uses	16,709,850	568,804	84,858	139,740
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	3,865,039	1,590,280		1,590,280
Revenues	2,824,196	3,743,334	402,847	1,560,093
Total Sources	6,689,235	5,333,614	402,847	3,150,373
Expenditures	5,098,954	4,866,475	254,894	1,591,910
Ending Cash	1,590,280	467,139		1,558,463
Total Uses	6,689,235	5,333,614	254,894	3,150,373
STRATEGIC RESERVE FUND				
Beginning Cash	1,057,632	1,264,464		1,264,464
Interfund Loan Repayment	1,000,000	0	0	0
Revenues	206,832	0	0	0
Total Sources	2,264,464	1,264,464	0	1,264,464
Interfund Loans	1,000,000			0
Expenditures	0	0	0	0
Ending Cash	1,264,464	1,264,464		1,264,464
Total Uses	2,264,464	1,264,464	0	1,264,464
EQUIPMENT REPLACEMENT FUND				
Beginning Cash	510,358	524,310		524,310
Revenues	111,198	161,520	0	56,851
Total Sources	621,556	685,830	0	581,161
Expenditures	97,246	143,497	0	11,385
Ending Cash	524,310	542,333		569,776
Total Uses	621,556	685,830	0	581,161
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	269,109	278,859		278,859
Revenues	144,107	0	531	72,931
Total Sources	413,216	278,859	531	351,790
Expenditures	134,357	0	11,228	87,449
Ending Cash	278,859	278,859		264,341
Total Uses	413,216	278,859	11,228	351,790
TOTALS				
Beginning Cash	25,719,671	17,507,613		17,507,613
Interfund Loan	28,500,000	0	0	0
Revenues	63,949,101	36,790,258	1,845,262	12,669,694
Total Sources	118,168,772	54,297,871	1,845,262	30,177,308
Interfund Loan	28,500,000	0	0	0
Expenditures	72,160,756	41,198,917	2,184,628	13,691,632
Ending Cash	17,508,016	13,098,954		16,485,676
Total Uses	118,168,772	54,297,871	2,184,628	30,177,308

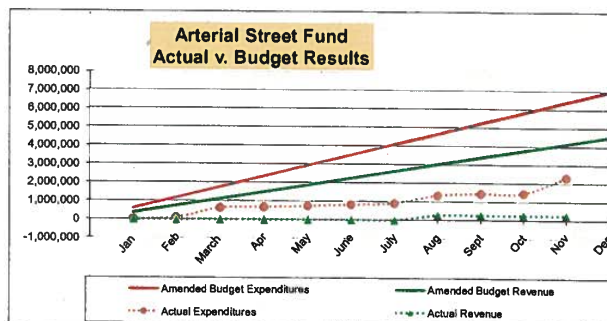
**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2011**

STREET FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
Jan	122,922	18,288	91,479	34,676
Feb	245,844	68,162	182,958	70,210
March	368,786	113,125	274,437	98,562
Apr	491,688	239,310	365,916	133,365
May	614,610	273,622	457,395	173,982
June	737,532	348,629	548,875	203,911
July	860,454	425,081	640,354	240,096
Aug	983,376	582,201	731,833	877,865
Sept	1,106,298	951,398	823,312	912,824
Oct	1,229,220	997,777	914,791	952,447
Nov	1,352,142	1,245,987	1,006,270	988,666
Dec	1,475,064		1,097,749	
2011-2012	3,160,790		2,394,724	
Total Actual to Date vs Total Budget		39%		41%



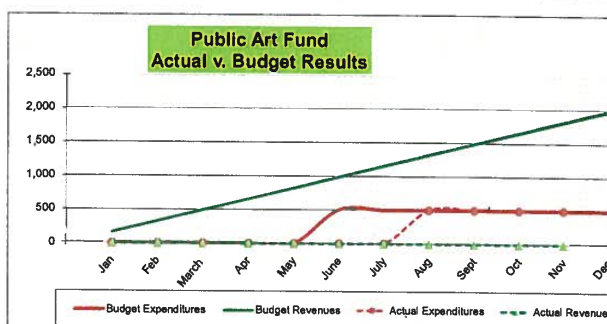
The Street Fund accounts for street maintenance operations, funded by the State's fuel tax and transfers from the General Fund.

ARTERIAL STREET FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
Jan	581,008	0	377,841	0
Feb	1,162,016	87,039	755,683	0
March	1,743,025	615,104	1,133,524	0
Apr	2,324,033	662,062	1,511,366	0
May	2,905,041	728,886	1,889,207	0
June	3,486,049	805,365	2,267,049	0
July	4,067,057	892,203	2,644,890	0
Aug	4,648,065	1,328,032	3,022,731	276,910
Sept	5,229,074	1,426,836	3,400,573	276,910
Oct	5,810,082	1,457,851	3,778,414	276,910
Nov	6,391,090	2,316,131	4,156,256	276,910
Dec	6,972,098		4,534,097	
2011-2012	8,420,240		7,574,163	
Total Actual to Date vs Total Budget		28%		4%



The Arterial Street Fund accounts for capital improvements to the City's streets and SR 522, funded by various grants plus City resources from real estate excise tax and transportation impact fees. All phases of improvements to SR 522 are now accounted for in this fund. There is a time lag between project expenditures and reimbursements from grants; this accounts for the lower revenues compared to the expenditures.

PUBLIC ART FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	0	0	165	0
Feb	0	0	330	0
March	0	0	496	0
Apr	0	0	661	0
May	0	0	826	0
June	500	0	991	0
July	500	0	1,156	0
Aug	500	500	1,321	0
Sept	500	500	1,487	0
Oct	500	500	1,652	0
Nov	500	500	1,817	0
Dec	500		1,982	
2011-2012	1,000		3,979	
Total Actual to Date vs Total Budget		50%		0%

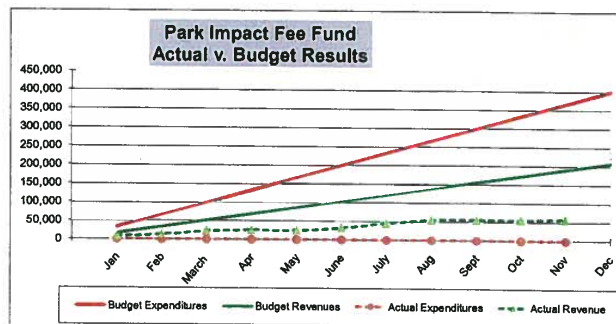


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2011**

PARK IMPACT FEE FUND

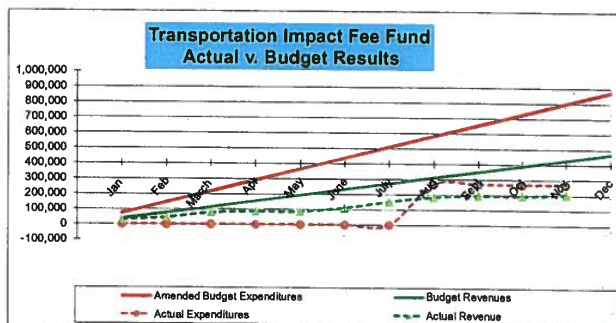
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	33,333	0	17,432	9,652
Feb	66,667	0	34,864	14,478
March	100,000	0	52,296	24,130
Apr	133,333	0	69,728	26,543
May	166,667	0	87,160	26,543
June	200,000	0	104,592	33,841
July	233,333	0	122,023	45,984
Aug	266,667	0	139,455	55,714
Sept	300,000	0	156,887	56,300
Oct	333,333	0	174,319	56,300
Nov	366,667	0	191,751	58,733
Dec	400,000	0	209,183	
2011-2012	700,000		440,942	
Total Actual to Date vs Total Budget		0%		13%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements. In the 2011-2012 budget, expenditures represent transfers to Municipal Capital Fund for improvements to City parks.

TRANSPORTATION IMPACT FEE FUND

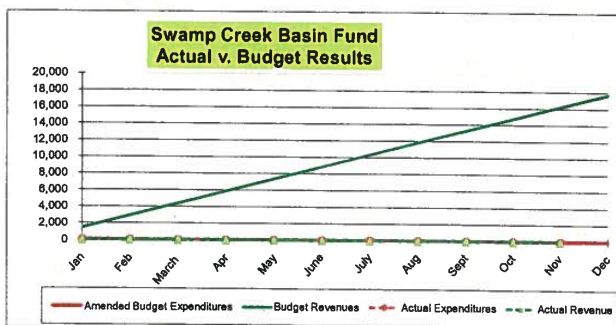
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	72,605	0	39,172	32,089
Feb	145,209	0	78,345	48,133
March	217,814	0	117,517	80,222
Apr	290,418	0	156,689	88,244
May	363,023	0	195,861	88,244
June	436,628	0	235,034	112,502
July	508,232	0	274,206	152,869
Aug	580,837	267,532	313,378	185,214
Sept	653,441	267,532	352,550	196,606
Oct	726,046	267,532	391,723	196,606
Nov	798,650	267,532	430,895	204,692
Dec	871,255		470,067	
2011-2012	1,221,255		943,962	
Total Actual to Date vs Total Budget		22%		22%



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

SWAMP CREEK BASIN FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	0	0	1,477	0
Feb	0	0	2,954	0
March	0	0	4,430	0
Apr	0	0	5,907	0
May	0	0	7,384	0
June	0	0	8,861	0
July	0	0	10,337	0
Aug	0	0	11,814	0
Sept	0	0	13,291	0
Oct	0	0	14,768	0
Nov	0	0	16,244	0
Dec	0	0	17,721	
2011-2012	0		35,619	
Total Actual to Date vs Total Budget		0%		0%

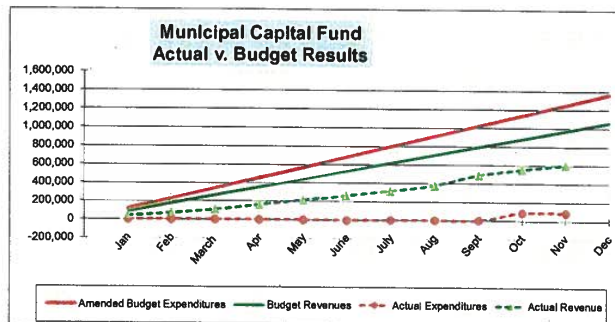


This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2011**

MUNICIPAL CAPITAL FUND

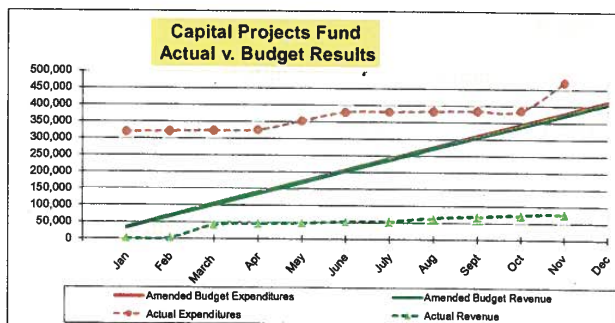
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	113,695	0	88,632	48,679
Feb	227,391	0	177,264	76,105
March	341,086	0	265,896	113,307
Apr	454,781	0	354,527	164,931
May	568,477	0	443,159	218,284
June	682,172	(3,166)	531,791	271,718
July	795,867	97	620,423	324,983
Aug	909,563	179	709,055	382,538
Sept	1,023,258	179	797,687	494,364
Oct	1,136,953	85,139	886,318	557,206
Nov	1,250,649	85,139	974,950	608,892
Dec	1,364,344		1,063,582	
2011-2012	3,262,894		2,038,341	
Total Actual to Date vs Total Budget		3%		30%



The Municipal Capital Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include park improvements and transfers to the Arterial Street Fund for transportation improvements.

CAPITAL PROJECTS FUND

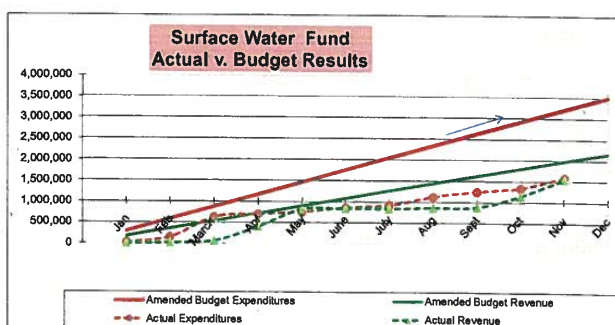
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
Jan	34,368	319,303	33,901	2,738
Feb	68,735	321,118	67,802	4,264
March	103,103	322,887	101,703	42,431
Apr	137,470	325,215	135,604	47,157
May	171,858	352,611	169,505	49,144
June	206,205	379,257	203,407	53,808
July	240,573	380,619	237,308	54,558
Aug	274,940	382,421	271,209	64,041
Sept	309,308	383,693	305,110	69,032
Oct	343,675	385,554	339,011	74,023
Nov	378,043	470,412	372,912	79,015
Dec	412,410		406,813	
2011-2012	507,820		508,079	
Total Actual to Date vs Total Budget		93%		16%



The Capital Projects Fund accounts for leasing activity within Kenmore Village and contributions to ARCH (A Regional Coalition for Housing).

SURFACE WATER MANAGEMENT FUND

	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
Jan	292,040	21,232	181,052	3,070
Feb	584,080	144,148	362,104	23,504
March	876,120	623,844	543,156	69,576
Apr	1,168,159	699,033	724,208	411,501
May	1,480,199	752,925	905,280	826,993
June	1,752,239	855,025	1,086,312	834,249
July	2,044,279	912,933	1,267,384	839,150
Aug	2,336,319	1,116,748	1,448,416	864,767
Sept	2,628,359	1,229,415	1,629,468	884,807
Oct	2,920,398	1,337,016	1,810,520	1,157,246
Nov	3,212,438	1,591,910	1,991,572	1,560,093
Dec	3,504,478		2,172,624	
2011-2012	4,866,475		3,743,334	
Total Actual to Date vs Total Budget		33%		42%

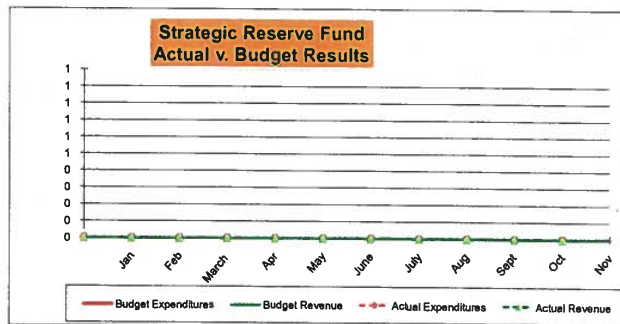


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2011**

STRATEGIC RESERVE FUND

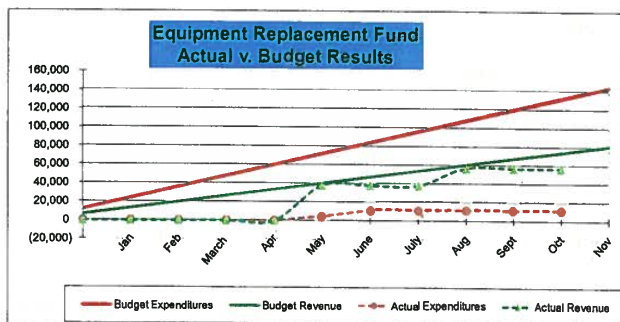
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2011-2012	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



This fund was created to serve as the City's emergency reserve fund. Per State Statute, the fund cannot exceed \$.375 per \$1,000 of the City's assessed value and is fully funded at \$1,264,464 for 2011. No expenditures are anticipated or have been budgeted at this time.

EQUIPMENT REPLACEMENT FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	11,958	0	6,756	0
Feb	23,916	0	13,512	0
March	35,874	0	20,268	0
Apr	47,832	0	27,024	0
May	59,790	0	33,780	0
June	71,749	4,878	40,536	37,901
July	83,707	10,935	47,292	37,901
Aug	95,665	10,935	54,048	37,901
Sept	107,623	11,385	60,804	56,851
Oct	119,581	11,385	67,560	56,851
Nov	131,539	11,385	74,316	56,851
Dec	143,497		81,072	
2011-2012	143,497		161,520	
Total Actual to Date vs Total Budget		8%		35%



This fund is used to maintain a reserve for future replacement of equipment, including, but not limited to furniture, computers and vehicles. Payments are received from various operating departments and funds that benefit from or use the assets.

**City of Kenmore, Washington
Cash and Investment Report
November 30, 2011**



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,479,067	\$1,338,468	\$727,158	\$6,090,377
Street	1,995,251	36,219	248,210	1,783,260
Arterial Street	28,257	0	858,279	(830,023)
Public Art	67,745	0	0	67,745
Park Impact Fee	1,410,757	2,432	0	1,413,190
Transp Impact Fee	474,730	8,086	0	482,816
Swamp Creek Basin	1,762,640	0	0	1,762,640
Municipal Capital	2,338,383	51,687	0	2,390,069
Capital Projects	(250,809)	4,991	84,858	(330,676)
Capital Projects-Retainage	0	0	0	0
Surface Water Mgt.	1,410,510	402,847	254,894	1,558,464
Strategic Reserve	1,264,465	0	0	1,264,465
Equipment Replacement	569,775	0	0	569,775
Trust & Agency	275,034	531	11,228	264,337
Totals	\$16,825,806	\$1,845,262	\$2,184,628	\$16,486,440

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$1,301,981	\$4,788,031	\$6,090,011
Street	933,260	850,000	1,783,260
Arterial Street	(830,022)	0	(830,022)
Public Art	52,745	15,000	67,745
Park Impact Fee	483,190	930,000	1,413,190
Transp Impact Fee	452,817	30,000	482,817
Swamp Creek Basin	362,640	1,400,000	1,762,640
Municipal Capital	2,390,070	0	2,390,070
Capital Projects	(780,676)	450,000	(330,676)
Surface Water Mgt.	1,048,464	510,000	1,558,464
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	119,776	450,000	569,776
Trust & Agency	164,337	100,000	264,337
Totals	\$6,113,047	\$10,373,031	\$16,486,077

City of Kenmore, Washington
Schedule of Investments
November 30, 2011



		Average Yield to Maturity-Securities						Overall Average Yield		0.40%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents	
<u>Piper Jaffray</u>										
	313371PC4	FHLB	12/12/2014	6/7/2011	0.88%	1.13%	no call	991,238.90	11,201.00	
	3134G14C5	FHLMC	3/7/2013	3/7/2011	1.00%	1.00%	3/7/2012	1,000,000.00	10,000.00	
Total Piper Jaffrey Purchases								1,991,238.90	10,000.00	
<u>Seattle Northwest Securities</u>										
	3134G1N75	FHLMC	12/21/2015	8/22/2011	2.25%	0.30%	12/21/2011	1,010,248.17	3,030.74	
<u>Time Value Investments</u>										
	313586QR3	FNMA	7/5/2014	6/7/2011	1.00%	1.00%	no call	998,858.37	9,988.58	
	3134G1K60	FHLMC	12/28/2015	12/28/2010	2.05%	2.05%	12/28/2011	1,000,000.00	20,500.00	
	31398A4N9	FNMA	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90	
	3136FTPX1	FNMA	11/13/2015	11/30/2011	1.15%	1.15%	11/30/2012	1,000,000.00	11,500.00	
Total TVI Purchases								3,998,848.37	30,499.90	
<u>Wells Fargo Bank</u>										
	313374CY4	FHLB	12/30/2014	6/30/2011	.75-3.0	0.75%	3/30/2012	1,000,000.00	7,500.00	
Total Wells Fargo Purchases								1,000,000.00	7,500.00	
<u>Banner Bank CD's</u>										
	5740005425	CD	2/6/2012	2/6/2011	0.80%	0.80%		1,132,694.88	9,061.56	
Total Banner Bank CD's								1,132,694.88	9,061.56	
<u>Sound Community Bank CD's</u>										
	18299229	CD	8/11/2012	2/11/2011	0.55%	0.55%		1,000,000.00	5,500.00	
Total Sound Community Bank CD's								1,000,000.00	5,500.00	
<u>Opus Bank CD's</u>										
	280128104	CD	3/15/2012	3/16/2011	0.89%	0.89%		90,000.00	801.00	
	280131082	CD	3/9/2012	3/10/2011	0.65%	0.65%		150,000.00	975.00	
Total Cascade Bank CD's								240,000.00	1,776.00	
TOTAL ALL SECURITIES								\$ 10,373,030.32	\$ 56,837.46	
Banner Checking and Savings						0.20% Banner		1,873,662.41	3,747.32	
Opus Bank						0.25%		11,059.78	27.65	
Cash								1,005.00	-	
Local Government Investment Pool						0.13% LGIP		4,227,318.41	5,495.51	
Total Accounts								\$ 16,486,075.92	66,107.95	

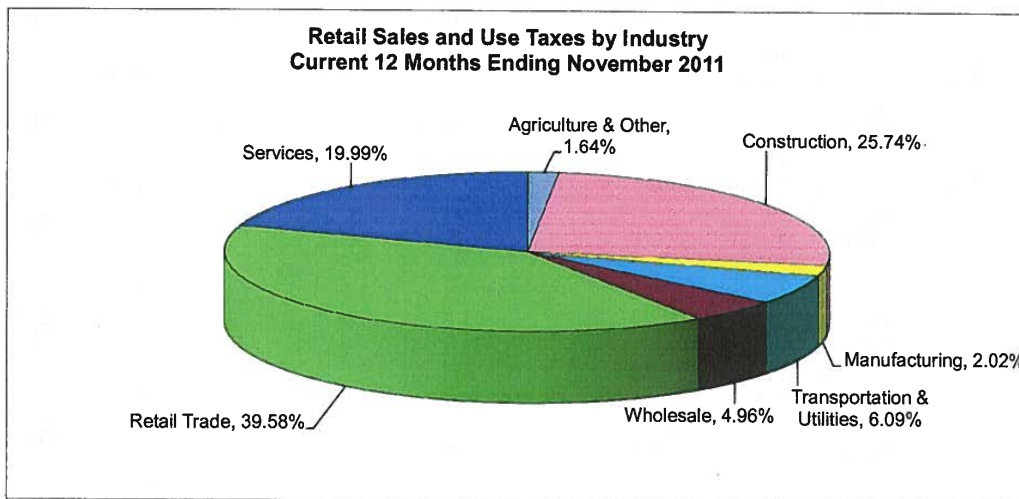
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 November 2011

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	2,769.03	2.86	2,771.90	1.9%
CONSTRUCTION	31,618.59	166.83	31,785.42	21.7%
MANUFACTURING	6,118.43	32.19	6,150.62	4.2%
TRANSPORTATION & UTILITIES	8,078.06	930.63	9,008.70	6.1%
WHOLESALE	5,513.84	144.45	5,658.29	3.9%
RETAIL TRADE	50,768.00	400.03	51,168.04	34.9%
SERVICES	34,920.60	902.41	35,823.01	24.4%
PUBLIC SERVICES	86.68	4,216.18	4,302.86	2.9%
	<u>139,873.24</u>	<u>6,795.59</u>	<u>146,668.83</u>	<u>100.0%</u>

**City of Kenmore, Washington
Retail Sales and Use Tax Distribution
November 30, 2011**



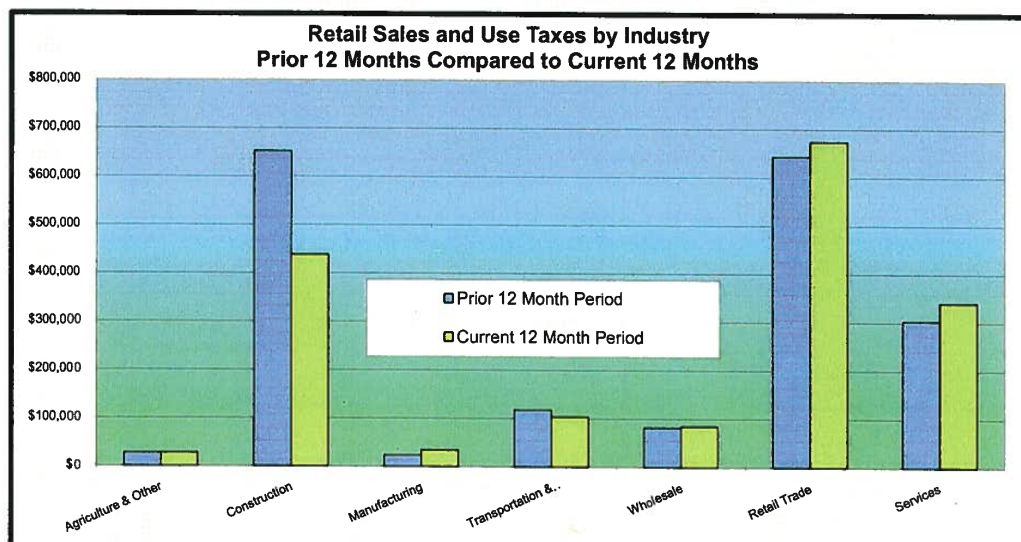
Industry	Prior 12 Months ending November 2010	Current 12 Months ending November 2011	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$27,160	\$27,862	2.59%	1.64%
Construction	651,946	438,231 *	-32.78%	25.74%
Manufacturing (Printing, Publishing, Other Manuf.)	23,254	34,325	47.61%	2.02%
Transp/Comm/Utilities (Telecomm., Air Transport.)	117,490	103,614	-11.81%	6.09%
Wholesale (Lumber, Other Wholesale)	81,715	84,453	3.35%	4.96%
Retail Trade (Eating, Merchandise, Food Stores)	642,728	673,873	4.85%	39.58%
Services (Auction, Recreation, Auto Repair, Financial)	302,647	340,401	12.47%	19.99%
Totals	\$1,846,940	\$1,702,759	-7.81%	100%
Increase/(Decrease)		(\$144,180)	-7.81%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

* Approximately 10% of this is due to the Brightwater project.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



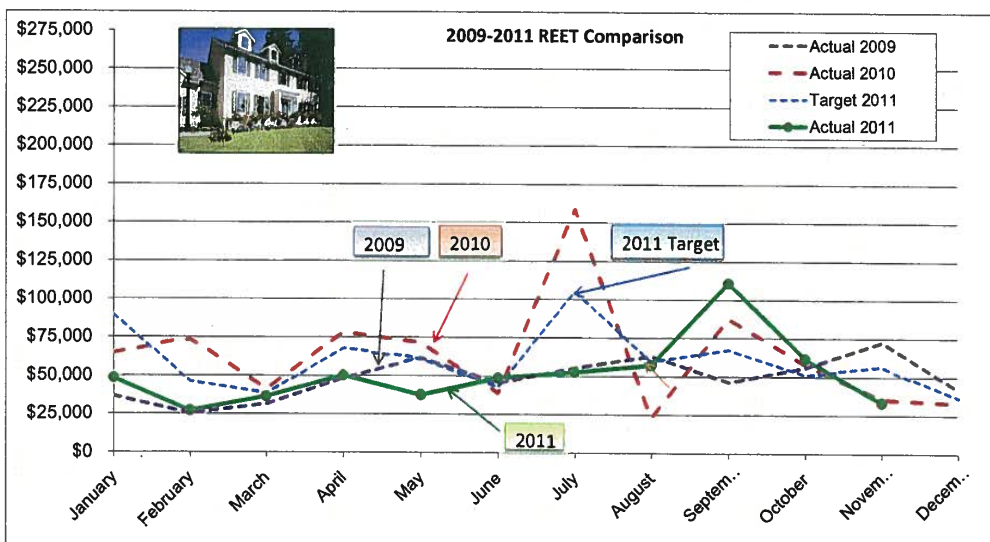
**City of Kenmore, Washington
Real Estate Excise Tax Report
November 30, 2011**



	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Target 2011
January	167,796	36,640	64,792	48,679	89,743
February	39,354	25,466	73,383	27,294	46,068
March	42,409	31,468	41,445	36,507	38,441
April	75,958	48,355	78,233	50,463	67,515
May	50,369	61,743	71,622	37,671	61,245
June	45,084	45,639	38,919	48,938	43,214
July	102,721	55,328	158,221	53,012	105,423
August	93,364	63,161	23,033	57,471	59,853
September	68,457	46,508	87,734	111,107	67,566
October	39,607	55,905	57,761	61,805	51,091
November	60,295	72,456	35,585	33,475	56,112
December	34,608	41,723	32,962		36,431
	\$820,021	\$584,392	\$763,689	\$566,421	\$722,701

For 2011, Taxes are \$164,306 less than the same period last year and below the 2011 target by \$119,850

					Taxes from > \$500,000 Sale Amounts			
	2008	2009	2010	2011	2008	2009	2010	2011
January	28,479,285	3,809,950	3,790,500	1,046,085	140,972	18,859	18,763	5,178
February	4,994,900	2,819,838	4,805,000	547,257	24,725	13,958	23,785	2,709
March	6,016,500	2,923,000	1,149,000	1,100,000	29,782	14,469	5,688	5,445
April	9,089,830	3,942,750	1,779,000	1,075,000	44,995	19,517	8,806	5,321
May	4,285,470	7,254,950	1,859,000	2,372,000	21,213	35,912	9,202	11,741
June	5,868,926	560,000	540,000	2,605,000	29,051	2,772	2,673	12,895
July	15,533,779	3,739,900	18,013,000	3,354,950	76,892	18,513	89,164	16,607
August	12,492,130	3,857,600	1,020,000	3,045,950	61,836	19,095	5,049	15,077
September	6,504,602	2,275,000	11,276,760	15,691,044	32,198	11,261	55,820	77,671
October	3,397,877	5,949,213	610,000	7,873,950	16,819	29,449	3,020	38,976
November	5,851,865	6,393,000	1,020,000	875,000	28,967	31,645	5,049	4,331
December	619,950	1,855,348	2,178,000		3,069	9,184	10,781	0
	\$103,135,114	\$45,380,549	\$48,040,260	\$39,586,236	\$510,519	\$224,634	237,800	195,951



* NOTE THE 2011 TARGET IS BASED ON A 3-YEAR AVERAGE (2008-2010) OF ACTUAL RECEIPTS.

**City of Kenmore, Washington
Monthly Report for Kenmore Village
November 30, 2011**



Revenues

Lease Income USPS (6700 Building)
Return of Security Deposit
Other Rent Income
Insurance Proceeds
Leasehold Excise Returned

Total Revenues

November Activity	Biennium-to- Date	Biennium Budget
\$4,241	\$ 35,560	\$ 88,266
0	\$ 3,257	0
750	\$ 6,000	0
	\$ 19,672	0
	\$ 2,025	0
4,991	66,514	88,266

Expenditures

6700 Building Improvements
Utilities and Insurance - Kenmore Village

Total Expenditures

Net Income (Loss)

9,858	22,920	40,820
0	50,589	0
9,858	73,509	40,820
\$ (4,867)	\$ (6,994)	\$ 47,446

City of Kenmore, Washington
SR 522 Phase I Revenue and Expenditure History
as of November 30, 2011

Phase I		**Actuals Received on Cash Basis**					
Stage 3 Burke Gilman Trail @73rd Ave NE-nearing completion							
Stage 1 SR 522 Central Segment 65th to 73rd and other Improvements, in construction							
Stage 2 SR 522 West Segment 57th to 65th and other improvements, pending funding							
		Cumulative through 2008	2009	2010	November 2011	Year to Date 2011	Life to Date
Revenues:							
Secured:							
Wa State Transportation Improve. Board:							
to Street Fund	5,047,000	851,786	0	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	1,501,692	0	0	4,195,214
Wa State Gas Tax	4,663,620	3,119,047	1,765,416	0	0	0	4,884,463
Federal Surface Transportation Prog	12,045,444	1,708,895	8,535,460	1,781,817	0	0	12,026,172
Brightwater	15,000	15,000	0	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	357,914	0	0	546,862	0	0	546,862
King County Parks	906,500	514,616	201,467	0	0	0	716,083
King County Roads	350,000	350,000	0	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	0	80,559
Puget Sound Energy Reimb	264,100	0	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	0	88,620
Urban Partners	75,000	0	25,000	54,438	0	0	79,438
Fire District Reim	49,000	0	0	0	0	0	0
City Art Fund	126,486	0	0	0	0	0	0
City Funds:	5,607,250	0	0	0	0	0	0
Transfer from REET Muni Cap		1,083,250	0	3,290,000	0	0	4,373,250
Transfer from Street Fund		0	0	521,870	0	0	521,870
Stage 1/181st		0	334,000	0	0	0	334,000
Stage 2		0	700,000	0	0	0	700,000
Transfer from REET Muni Cap	700,000	0	700,000	0	0	0	700,000
Transfer from Trans Impact Fees		900,000	0	0	0	267,532	1,167,532
Total Revenues	30,840,772	8,859,987	14,106,651	7,696,679	0	267,532	30,930,849
Expenditures:							
Street Fund		15,148,961	1,090	0	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0	0
1% Art Fund		0	0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	2,874,519	3,111	147,038	14,983,731
Stage 2 Design			483,830	435,358	201	130,884	1,050,072
Muni Cap Fund		46,782	0	0		0	46,782
Total Expenditures		15,449,603	12,193,233	3,309,877	3,312	342,972	31,230,636

City of Kenmore, Washington
SR 522 Phase II Revenue and Expenditure History
as of November 30, 2011

Phase II

SR 522 East Segment, 73rd to 83rd, nearing completion

****Actuals Received on Cash Basis****

		Cumulative through 2008	2009	2010	November 2011	Year to Date 2011	Life to Date
Revenues:							
Wa State Transportation Improve. Board:	Secured:						
	3,450,000	3,145,975	131,526	172,500	0	0	3,450,000
Sound Transit	8,192,307	8,192,307	0	0	0	0	8,192,307
Brightwater	250,000	0	0	0	0	0	0
Federal Grant via WSDOT	697,312	578,381	91,120	0	0	6,683	676,184
Federal: WSDOT Signal/Overlay	683,608	185,272	498,322	0	0	0	683,594
Regional Mobility WSDOT	1,800,000	1,441,827	358,173	0	0	0	1,800,000
King County Metro	400,000	0	0	400,000	0	0	400,000
Wa State Gas Tax Grant	8,336,380	4,636,717	2,951,182	439,620	0	0	8,027,519
Comcast Reimb	147,770	92,680	0	55,090	0	0	147,770
Northshore Utility District Reimb	1,621,486	1,024,376	441,836	0	0	0	1,466,212
Northshore School District Reimb	28,914	0	0	0	0	2,694	2,694
PSE Reimbursement	150,000	0	0	0	0	0	0
City: Art Fund	161,006	0	0	0	0	0	0
City:	2,870,793			0	0	0	0
Investment Earnings		92,191	15,331	2,532	0	0	110,054
Fuel Tax		274,153	0	0	0	0	274,153
Transfer of Trans Impact Fees		512,000	430,698	450,000	0	0	1,392,698
Transfer from Street Fund		0	0	1,000,000	0	0	1,000,000
Transfer of REET		1,096,420	0	0	0	0	1,096,420
Total Revenues	28,789,576	21,272,299	4,918,188	2,519,742	0	9,377	28,719,606
Expenditures:							
Arterial Street		22,497,211	4,671,626	1,068,152	750,857	1,386,563	29,623,552
Interfund Loan Interest		127,175	0	0	0	0	127,175
Art 1%		0	0	0	0	0	0
Transportation Impact Fee Fund		100,000	0	0	0	0	100,000
Total Expenditures		22,724,386	4,671,626	1,068,152	750,857	1,386,563	29,850,727

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to execute an Interlocal Agreement, Contract No. 12-974 with the City of Lake Forest Park for the 2012-2013 Ecology Grant Cycle.			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	425-398-8900
COST OF PROPOSAL: Administrative Staff Time		ACCOUNT NUMBER: 01.19.5427	
AMOUNT BUDGETED: \$92,000 Budgeted Available CPG Funds: \$23, 507 for Kenmore \$\$14,995 for Lake Forest Park		NAME AND FUND #: General Fund Recycling Administrative Services	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract No. 12-C974 Interlocal Agreement for Coordinated Prevention Grant Cost Sharing			
SUMMARY STATEMENT: The Washington State Department of Ecology's Coordinated Prevention Grant (CPG) Program protects human health and the environment by reducing human exposure to toxins; reducing waste; ensuring proper management of solid and household hazardous waste; and promoting energy and resource conservation. CPG provides funding assistance to local governments for planning and implementing some programs in their local solid and hazardous waste management plans. The City of Kenmore has obtained grant funds from the CPG Program in past years to assist with funding the City's annual recycling events. The Department of Ecology changed the application requirements for the 2012-2013 grant cycle to only accept grant applications for a minimum amount of \$30,000. To enable cities to meet the minimum requirement the Department of Ecology has allowed cities to apply jointly with other cities, with one agency taking the lead (the lead agency would receive grant funds for all applicants and distribute the funds accordingly). City staff contacted the City of Lake Forest Park to discuss a joint effort for the CPG application. The City of Kenmore was eligible for \$23,507 for the 2012-2013 Department of Ecology Coordinated Prevention Grant and the City of Lake Forest Park was eligible for \$14,995, based on each City's population. The combined grant amount for both cities, \$38,502, allows the two cities to meet the minimum application requirements to secure funding for the annual City recycling events. As the lead agency with the Washington Department of Ecology, Kenmore will administer the Coordinated Prevention Grant funded events for both cities.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Effective and efficient services			

VIIID. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C974 with the City of Lake Forest Park for the 2012-2013 Ecology Grant Cycle - Jennifer Gordon,

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:		
Authorize the City Manager to execute an Interlocal Agreement, Contract No. 12-974 with the City of Lake Forest Park for the 2012-2013 Ecology Grant Cycle.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 11/29/2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): i:\city clerk\agenda items\public works\2012 council meeting agenda items\january 9\agenda bill summary contract no. 12-c974.doc

VIIID. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C974 with the City of Lake Forest Park for the 2012-2013 Ecology Grant Cycle - Jennifer Gordon,

**INTERLOCAL AGREEMENT FOR
COORDINATED PREVENTION GRANT COST SHARING**

THIS AGREEMENT ("Agreement") is hereby entered into by and between the City of Lake Forest Park, a Washington municipal corporation ("Lake Forest Park") and the City of Kenmore, a Washington municipal corporation ("Kenmore"), (individually, the "Party," collectively the "Parties").

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government to cooperate on a basis of mutual advantage to provide services and facilities; and

WHEREAS, Washington State Department of Ecology offers \$3,451,168 as the total grant allocation amount for King County for 2012-2013; and

WHEREAS, Lake Forest Park receives \$14,995 for the Department of Ecology's 2012-2013 Coordinated Prevention Grant based on City population numbers from the Office of Financial Management, Forecasting Division; and

WHEREAS, Kenmore receives \$23,507 for the Department of Ecology's 2012-2013 Coordinated Prevention Grant based on City population numbers from the Office of Financial Management, Forecasting Division; and

WHEREAS, one of the goals of the Coordinated Prevention Grant is to "promote regional solutions and cooperation between governments;" and

WHEREAS, the Parties desire to establish a formal arrangement under which Kenmore will be the lead agency with Washington State Department of Ecology for administering Coordinated Prevention Grant-funded events for the Parties; and

WHEREAS, to satisfy these terms, the Parties agree to host two (2) separate residential recycling events; and

WHEREAS, Kenmore has contracted with a single consultant to administer and plan each residential recycling event and fulfill all requirements of Washington State Department of Ecology for the Coordinated Prevention Grant; and

WHEREAS, the City Councils of the City of Lake Forest Park and the City of Kenmore have taken appropriate action to approve their respective city's entry into this Agreement; and

NOW THEREFORE, in mutual consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which Kenmore, as the lead agency, will use their consultant to administer the grant application on behalf of the Parties for Coordinated Prevention Grant funds for 2012-2013. The consultant will plan and organize a residential recycling event for each city.

CONTRACT NO. 12-C974

Section 2. Administration: No Separate Entity Created. Pursuant to RCW 39.34.030, the Parties hereby appoint the Kenmore Public Works Operations Manager or her designee, as the Contract Administrator for this Agreement. The Public Works Operations Manager or her designee may exercise all the powers and all the duties vested to her by law. No separate legal entity is formed by this Agreement.

Section 3. Definitions.

3.1 "The Project" means the creation and organization of two (2) separate city residential recycling events. The project will include facilitation by Kenmore's consultant.

Section 4. Term. This Agreement shall be effective upon the date of the last signature by one of the Parties hereto, following authorization by their respective City Councils. Unless terminated in accordance with Section 5, this Agreement shall remain effective until the expiration of the Coordinated Prevention Grant allocation in 2013.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with 30 days' written notice of its intent to terminate. Termination or expiration shall not alter Lake Forest Park's payment obligations under Section 8 herein for services already performed and shall not alter the Parties' respective obligations under Section 14 and 15 herein.

Section 6. Obligations of Lake Forest Park. Lake Forest Park agrees to:

6.1 Allow Kenmore to submit for reimbursement for \$11,437.50 of Lake Forest Park's \$14,995.00 from Washington Department of Ecology's Coordinated Prevention Grant funds for 2012-2013.

6.2 Reimburse Kenmore the total remaining balance of \$3,812.50 using a portion of Lake Forest Park's allocation from King County Solid Waste Reduction & Recycling program.

6.4 Respond promptly to information requested by Kenmore or its agents regarding Lake Forest Park's residential recycling event.

Section 7. Obligations of Kenmore. Kenmore agrees to:

7.1 Assume lead agency status and sole responsibility for staying on schedule, facilitating updates and meetings with their consultant, and staying on task and within budget.

7.2 Respond promptly to information requested by Lake Forest Park or its agents regarding Lake Forest Park's residential recycling event.

7.3 Submit payment requests to Lake Forest Park that include all receipts that Kenmore receives relating to Lake Forest Park and its residential recycling event.

7.4 Receive written approval from Lake Forest Park for all Coordinated Prevention grant-related documents pertaining to Lake Forest Park before submitting them to Washington Department of Ecology.

Section 8. Payment Schedule. Kenmore shall send Lake Forest Park written reports no more than monthly documenting budget expenditures and reimbursements requests and receipts from Washington Department of Ecology.

Section 9. Employment Status. Nothing in this Agreement shall convert an employee of one Party into an employee of the other Party, for any purpose. Each Party agrees to indemnify and hold the other Party harmless from and against any wage, overtime or benefit claim made by any of the first Party's employees, agents, representatives, contractors or subcontractors performing services under this Agreement. The provisions of this section shall survive termination of this Interlocal Agreement.

Section 10. Indemnity and Hold Harmless. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by the laws of the State of Washington. Each Party agrees to protect, indemnify, and hold the other Party and its agents, employees, officers, successors, heirs, executors, administrators, and elected officials harmless from and against any and all claims, suits, causes of action, damages, fees costs or expenses whatsoever, whether brought by an employee of either Party or by a person not a Party to this Agreement, arising or growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and/or property damages and the consequences thereof resulting or to result from or related to the indemnifying Party's own fault or that of its agents, employees, representatives, contractors, or subcontractors.

Each Party specifically promises to indemnify the other party against claims or suits brought under Title 51 RCW by its own employees, contractors, subcontractors, and waives any immunity that the indemnifying Party may have under that title with respect to said claims or suits, but only to the limited extent necessary to indemnify the other Party herein. This waiver has been mutually negotiated by the parties.

Each Party further agrees to fully indemnify the other Party from and against any and all costs defending any claim or demand for which the other Party is indemnified by any provision of Section 14 or 15 of this Interlocal Agreement. And, all of the provisions of this Section 15 shall survive the expiration or termination of this Interlocal Agreement.

Section 11. Notice. Any notices or other communications required under this Agreement shall be hand delivered, or sent by United States Mail, postage prepaid or registered or certified, return receipt requested, to the addresses set forth below:

To Lake Forest Park: City of Lake Forest Park
 Attention: Environmental Programs Manager
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

To Kenmore: City of Kenmore
 Attention: Public Works Operations Manager
 18120 68th Ave NE
 Kenmore, WA 98028

Section 12. Compliance with Law. Nothing in this Agreement shall be construed as excusing the Parties from compliance with any applicable, federal, state, or local laws and regulations. All such requirements and regulations are hereby made a condition of this Agreement. Violation of any such requirement or regulation shall constitute a breach of this Agreement by the Party.

Section 13. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor, or alternatively, listed by subject on Kenmore's web site or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal

CONTRACT NO. 12-C974

entity has been created pursuant to this Agreement, and the Parties do not intend to acquire, hold, or dispose of real or personal property for the purposes of this Agreement.

Section 14. No Transfer or Assignment. This Agreement shall not be transferred or assigned in any manner.

Section 15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought arising out of this Agreement shall be King County Superior Court, King County, Washington.

Section 16. Authority to Enter Agreement. Each Party represents and warrants that it has been fully authorized to enter into this Agreement, and that the individual executing this Agreement on its behalf is authorized to do so.

Section 17. Entire Agreement. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties. Any agreement or modification of the terms and conditions of this Agreement shall be pursuant to a written document signed by both parties.

Section 18. Non-Waiver. Waiver by any Party of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provision.

Section 19. Survivability. The obligations of the Parties under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the suspension, completion, termination or expiration of this Agreement shall survive the suspension, completion, termination or expiration of this Agreement.

AUTHORIZED AND EXECUTED by the Parties as of the dates hereinafter specified.

CITY OF LAKE FOREST PARK

CITY OF KENMORE

City Mayor
Date:

City Mayor
Date:

Approved as to form:

City Attorney
Date:

City Attorney
Date:

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize City Manager to execute Contract No. 12-C975 with Olympic Environmental Resources for Project Management of the 2012 and 2013 City of Kenmore Recycling Projects			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	(425) 398-8900
COST OF PROPOSAL: Administrative staff time		ACCOUNT NUMBER: 01.19.5427	
AMOUNT BUDGETED: \$92,000 (2011-2012 Biennial Budget)		NAME AND FUND #: General Fund Recycling Administrative Services	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Kenmore Contract No. 12-C975 for Project Management of Annual Recycling Collection Events			
SUMMARY STATEMENT: The City holds three recycling events annually. These events include two residential recycling collection events and one business recycling collection event. This contract will include events in 2012 and 2013. All recycling events are 100% funded by the following grants: 2012-13 Ecology CPG Grant – through June, 2013 \$38,502.00 *Note – the Ecology grant includes \$23,507.00 for Kenmore and \$14,995.00 for Lake Forest Park. 2012-13 Ecology CPG Grant – from July - December, 2013 – estimate \$16,000.00 2012-13 King County Solid Waste Division WRR Grant Total \$31,214.00 2012 King County Health Department Grant \$ 9,592.27 2013 King County Health Department Grant - estimate \$10,000.00 2012 Total \$105,308.27 The work performed by Olympic Environmental Resources (OER) consists of the planning, implementation and reporting requirements necessary to fulfill the different grant requirements. All costs incurred by OER associated with the annual recycling collection events are completely covered by grant funds.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Contract Reviews and Management Efficiencies			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Motion Authorize City Manager to execute Contract No. 12-C975 with Olympic Environmental Resources for Project Management of the 2012 and 2013 City of Kenmore Recycling Projects			

VIII.E. Authorize City Manager to Execute Contract No. 12-C975 with Olympic Environmental Resources for Project Management of the 2012 and 2013 City of Kenmore Recycling Projects -

REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 11/30/2011	REVISION DATE(S):	i:\city clerk\agenda items\public works\2012 council meeting agenda items\january 9\agenday bill summary olympic environmental resources contract 12-c975.doc

VIIIE. Authorize City Manager to Execute Contract No. 12-C975 with Olympic Environmental Resources for Project Management of the 2012 and 2013 City of Kenmore Recycling Projects -

City of Kenmore
CONTRACT FOR SERVICES
Recycling Event Project Management
Contract No. 12-C975

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Olympic Environmental Resources, whose principal office is located at 4715 SW Walker St., Seattle, WA 98116 ("Contractor").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

___ A sum not to exceed \$105,308.27

___ Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 9, 2012 and ending, December 31, 2013 unless

sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Contractor shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance.

Contractor shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

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

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

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

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

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

11. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual

orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Paul Devine
Olympic Environmental Resources
4715 SW Walker St.
Seattle, WA 98116

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

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

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____

Frederick C. Stouder

Title: City Manager

Date: _____

By: _____

Paul Devine

Title: General Manager

Date: _____

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A
Scope of Services

2012-13 City of Kenmore Recycling Projects

Two Residential Recycling Collection Events

The events are tentatively scheduled for spring (April, May) and fall (September, October, November) of 2012 and 2013. At the events the following materials will be collected and recycled: tires, antifreeze, petroleum-based products, used oil filters, used motor oil, batteries, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, cellular phones, electronic equipment, TV sets/computer monitors (at City direction), textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials whenever practical. User fees will apply to the collection of some materials.

One Business Recycling Collection Event

To address the situation that many Kenmore businesses have of keeping/storing recyclable materials, the OER will implement a Kenmore Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the OER will implement a one-day event to collect and recycle a variety of materials from Kenmore businesses in 2012 and 2013.

EXHIBIT B
Rate Schedule

The project budget will incorporate the City of Kenmore grant funds available from the Seattle-King County Health Department and King County Solid Waste Division. It will also include the Washington State Department of Ecology Coordinated Prevention Grant (CPG) funds for Kenmore and Lake Forest Park. Kenmore and Lake Forest Park combined allocations to become eligible for the CPG grant. Lake Forest Park will carry out recycling project activities independently. OER will assist Kenmore and Lake Forest Park with grant administration and reimbursement requests. Total grant funds are \$105,308.27 and include all items that will be billed to the grants directly by the City, such as City staff time.

All costs incurred by Olympic Environmental Resources associated with the annual recycling collection events are completely covered by grant funds. Olympic Environment Resources is available to provide additional services at the request of the City of Kenmore. Olympic Environment Resources hourly rates are: Project Manager - \$70/hour and Recycling Event Staff - \$55/hour. For 2012, the total contract shall not exceed \$105,308.27. Of this, no more than \$75,000 will be spent on administrative expenses.

The City of Kenmore is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2012. The City has applied for the following:

2012-13 Ecology CPG Grant – through June, 2013	\$38,502.00
Note – the Ecology grant includes \$23,507.00 for Kenmore and \$14,995.00 for Lake Forest Park.	
2012-13 Ecology CPG Grant – from July - December, 2013 – estimate	\$16,000.00
2012-13 King County Solid Waste Division WRR Grant Total	\$31,214.00
2012 King County Health Department Grant	\$ 9,592.27
2013 King County Health Department Grant - estimate	\$10,000.00
2012-2013 Total	\$105,308.27

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize City Manager to execute Contract No. 12-C976, an Agreement with the Washington State Department of Ecology for the Coordinated Prevention Grant for the 2010-2011 Grant Cycle			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	(425) 398-8900
COST OF PROPOSAL: \$0		ACCOUNT NUMBER: 01.19.5427	
AMOUNT BUDGETED: \$92,000 Budgeted		NAME AND FUND #: General Fund Recycling Administrative Services	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
Kenmore Contract No. 12-C976; Coordinated Prevention Grant Agreement between the State of Washington Department of Ecology and City of Kenmore			
SUMMARY STATEMENT:			
The Legislature established the Coordinated Prevention Grant (CPG) program in RCW 70.105D.070(3)(a), Model Toxics Control Act. Other related laws include Chapter 70.105D RCW and Chapter 173-312 WAC. The purpose of CPG is to: • Fund local government tasks (projects) that reduce contamination of the environment. • Provide funding assistance to local governments for local solid and hazardous waste planning and implementation. • Encourage local responsibility for solid and hazardous waste management. • Promote regional solutions and cooperation between governments. Solid Waste Planning and Implementation grants are used to carry out local government solid and hazardous waste management plans and prevent pollution. These grants receive 80 percent of funds allocated by the legislature. Solid Waste Enforcement grants are used to enforce solid waste rules and regulations. These grants receive 20 percent of funds allocated by the legislature. The CPG program seeks to protect human health and the environment by reducing human exposure to toxins through waste reduction and proper disposal of waste. The grants also support resource conservation by funding recycling and reuse programs. The 2012-2013 CPG program has an 18 month cycle, January 1, 2012- June 30, 2013. 2012-13 Ecology CPG Grant – through June, 2013 \$38,502.00 Note – the Ecology grant includes \$23,507.00 for Kenmore and \$14,995.00 for Lake Forest Park.			

Benefits to Washington Citizens

- **Hazardous Waste.** The projects protect human health by providing proper disposal of hazardous wastes, eliminating pollution of Washington's ground and drinking water. Citizens and small businesses drop off approximately 15,000 tons of hazardous waste at local collection facilities and events annually.
- **Inspections.** CPG funds local solid waste enforcement, which includes inspecting solid waste facilities and enforcing solid waste facility rules. Local staff oversee 665 solid waste facilities, make 8,500 inspections, and respond to over 15,000 illegal dump and illegal storage complaints.
- **Recycling.** Local recycling programs are the key to Washington's leading recycling rate. The CPG program plays a pivotal role in financing the programs that now recycle or reuse 7.3 million tons of materials. Today's grants continue to promote and develop recycling, including new efforts to recycle 357,000 tons of organic material annually.
- **Conservation.** CPG also promotes energy and resource conservation through recycling, composting, green building, promotion of less toxic alternatives, and other initiatives. These efforts decrease airborne toxins and carcinogens from energy production, and also limit greenhouse gas emissions.

The Coordinated Prevention Grant Biennial Reports summarize what local governments achieved with CPG funds and statewide outcomes.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
Contract Reviews and Management Efficiencies

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Motion Authorize City Manager to execute Contract No. 12-C976, an Agreement with the Washington State Department of Ecology for the Coordinated Prevention Grant for the 2012-2013 Grant Cycle.

REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 11/30/2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): i:\city clerk\agenda items\public works\2012 council meeting agenda items\january 9\ab draft cpgr grant agreement contract no. 12-c976.doc

COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF KENMORE

Grant No.: G1200254

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and the City of Kenmore, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	City of Kenmore
MAILING ADDRESS:	18120 68th AVE NE
CITY, STATE, ZIP:	Kenmore, WA 98028
RECIPIENT GRANT COORDINATOR:	Jennifer Gordon
TELEPHONE:	(425) 398-8900
FAX:	(425) 481-3236
E-MAIL:	jgordon@kenmorewa.gov
RECIPIENT BILLING/INVOICE COORDINATOR:	Paul Devine (Olympic Environmental Resources)
TELEPHONE:	(206) 938-8262
FAX:	(206) 938-9873
E-MAIL:	pauldevine@msn.com
ECOLOGY GRANT OFFICER:	Taisa Welhasch
TELEPHONE:	(425) 649-7266
FAX:	(425) 649-7193
E-MAIL:	taisa.welhasch@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$51,336
STATE GRANT SHARE	\$38,502
LOCAL SHARE	\$12,834
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-1912254
EFFECTIVE DATE OF THE AGREEMENT	01-01-2012
EXPIRATION DATE OF THE AGREEMENT	06-30-2013

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

The RECIPIENT shall identify the work plan and activities by "Quarter". A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

The RECIPIENT is permitted to submit payment requests and progress reports to ECOLOGY coinciding with the Work Plan (instead of quarterly), but no more often than once per month.

CATEGORY: Waste Reduction and Recycling (WRR)

1. TASK TITLE: Recycling Collection Events - Residential

Maximum Eligible Task Cost: \$46,836

Task Description: The RECIPIENT, in conjunction with the City of Lake Forest Park, and a consultant, will continue to host three recycling collection events for City residents in 2012 (two in the City of Kenmore and one in the City of Lake Forest Park) and two in 2013 (one in the City of Kenmore and one in the City of Lake Forest Park). The events will provide residents with the opportunity to divert hard-to-recycle items from the waste stream by collecting them for recycling in a convenient City location. Materials residents can bring to the event for reuse and/or recycling include used tires, used anti-freeze, used petroleum-based products, used oil filters, used motor oil, bulky yard waste (large material only), scrap wood, appliances, ferrous metals, nonferrous metals, electronic equipment, computer equipment/TV sets, cellular phones, porcelain toilets and sinks, propane tanks, and other materials such as mattresses and polystyrene whenever practical. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs.

The RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales on items the grant is supporting. Costs for disposal of non-recyclable components are not eligible unless they are a direct and unavoidable byproduct of a recycling activity (e.g. emptied jugs used for waste motor oil or antifreeze).

Costs covered under the E-Cycle Washington program are not CPG eligible. Furthermore, as of January 1, 2013, when implementation of the Mercury Containing Lights Law (Chapter

70.275 RCW) begins, expenses covered under the law will not be eligible for CPG reimbursement. Consult your grant officer for more information.

Goal Statement: The goal of this task is to decrease the amount of organic waste, moderate risk waste (MRW), and other hard-to-recycle items being landfilled or illegally dumped by holding collection events in a convenient City location for residents.

Outcome Statement: Over the 18-month grant period, the RECIPIENT expects to recycle between 110-125 tons of material from the residential waste stream and serve 1,800-2,000 households. Below is the summary of these estimated outcomes:

Organics diversion: 18-25 tons
MRW diversion: 15-20 tons
Recycling/Reuse: 75-85 tons
Residential contacts: 58,000
Residential participants: 1,800-2,000

Work Plan, Deliverables and Activities Timeline:

Quarter	Activity
Q2	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.
Q4	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.
Q6	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement.

Method of Evaluation: The RECIPIENT will track and report, the number of events held, the number of event participants and the volume of each material collected in tons as reported from event vendors and from material delivered to recycling centers.

2. TASK TITLE: Recycling Collection Events - Commercial

Maximum Eligible Task Cost: \$4,500

Task Description: The RECIPIENT, in conjunction with the City Lake Forest Park, and a consultant, will continue to host a commercial recycling collection event for City businesses in 2012 (combined commercial event with the City of Kenmore and City of Lake Forest Park).

The event will provide businesses with the opportunity to divert hard-to-recycle items from the waste stream by recycling them in a convenient City location. Materials business can bring to the event for reuse and /or recycling include scrap wood/pallets, appliances, ferrous metals, nonferrous metals, electronic equipment, computer equipment/TV sets, office recyclables/cardboard, toner cartridges, cellular phones, plastics, and other materials whenever practical. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs.

The RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales on items the grant is supporting. Costs for disposal of non-recyclable components are not eligible unless they are a direct and unavoidable byproduct of a recycling activity (e.g. emptied jugs used for waste motor oil or antifreeze).

Costs covered under the E-Cycle Washington program are not CPG eligible. Furthermore, as of January 1, 2013, when implementation of the Mercury Containing Lights Law (Chapter 70.275 RCW) begins, expenses covered under the law will not be eligible for CPG reimbursement. Consult your grant officer for more information.

Goal Statement: The goal of this task is to decrease the amount of organic waste and other hard-to-recycle items being landfilled or illegally dumped by holding collection events in a convenient City location for businesses.

Outcome Statement: Over the 18-month grant period, the RECIPIENT expects to recycle between 5-10 tons of material from the commercial waste stream and serve 75-100 businesses. Below is the summary of these estimated outcomes:

Organics diversion: 1-2 tons
MRW diversion: 0-1 tons
Recycling/Reuse: 4-8 tons
Business contacts: 700
Business participants: 75-100

Work Plan, Deliverables and Activities Timeline:

Q3	Arrange date and site for event. Arrange event vendors. Event publicity develop, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected at event. Prepare project progress report and payment request for grant reimbursement.
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Method of Evaluation: The RECIPIENT will track and report, the number of events held, the number of event participants and the volume of each material collected in tons as reported from event vendors and from material delivered to recycling centers.

PART 2: BUDGET

TASK	Maximum Eligible Cost
[Category]: Waste Reduction and Recycling	\$51,336
1. [Task Title]: Recycling Collection Events - Residential	\$ 46,836
2. [Task Title]: Recycling Collection Events - Commercial	\$4,500
TOTAL MAXIMUM ELIGIBLE COST	\$ 51,336
STATE SHARE (75%)	\$ 38,502
LOCAL CASH MATCH (25%)	\$ 12,834

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memoranda of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a grant application).
- D. The RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. The RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. The RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A-19 signed in blue ink by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support items listed on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
4. Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

B. REPORTING

1. The RECIPIENT shall submit a progress report with each payment request but no less often than quarterly unless otherwise approved by ECOLOGY. These reports shall include activities that support incurred costs shown on the C1 or C2 of the payment request, and must be submitted on-line through the Solid Waste Information Clearinghouse.
2. RECIPIENT's must submit a final report of task outcomes through the Solid Waste Information Clearinghouse. The final report must be submitted before ECOLOGY can process a final payment request.
 - a. Final Performance Analysis (FPA) reports are used for all *Planning and Implementation* tasks and special tasks in a solid waste enforcement grant (special tasks do not include regular solid waste enforcement work such as enforcing solid waste codes).
 - b. For *Solid Waste Enforcement* tasks, recipients must submit their final quarterly solid waste enforcement progress report.

C. DOCUMENTATION

1. The RECIPIENT shall submit supporting documents with each payment request. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
2. The RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The Recipient shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.
3. The RECIPIENT shall use the ECOLOGY provided Form E, or an equivalent time accounting document approved by ECOLOGY, to record staff hours being charged to the grant.

D. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended trainings related to managing a CPG agreement.

E. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- f) The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on ECOLOGY provided form (Form D).
- g) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.

- h) The total dollar amount paid to qualified firms under this invoice.

F. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer.
- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to ECOLOGY'S grant officer for review. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's assigned grant officer.
- d) Unless a specific purchase of equipment or real property is already written into the grant agreement, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request shall include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

G. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

H. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

The RECIPIENT must develop an inventory control system, including physical inventory to document the ongoing use, a serial or vehicle identification number (VIN) and location of the equipment. The inventory shall be submitted to ECOLOGY annually while the equipment is in use. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

The RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement.

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.
- The grant officer may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

I. ALL WRITINGS CONTAINED HEREIN

This agreement, including the "General Terms and Conditions," Program Guidelines – Coordinated Prevention Grants 2012-2013, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

J. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

K. ENVIRONMENTALLY PREFERRABLE PURCHASING

In a joint effort to save costs, produce energy savings and prevent waste, the RECIPIENT agrees to use both sides of paper sheets for copying and printing. The RECIPIENT also agrees to purchase paper products with a high level of post consumer recycled content whenever it is comparable in quality, availability and price

PART 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6 herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any

breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

IN WITNESS WHEREOF, the parties sign this Agreement:

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

CITY OF KENMORE

Laurie G. Davies
Program Manager
Waste 2 Resources Program

Date

Date

Printed Name and Title of Signatory

APPROVED AS TO FORM ONLY Assistant Attorney General

PROCUREMENT CERTIFICATION FORM

Recipient: City of Kenmore

Grant Name: COORDINATED PREVENTION GRANT

Grant No.: G1200254

The undersigned, on behalf of the RECIPIENT, certifies that the RECIPIENT:

(RECIPIENT check and complete one of the following)

____ will follow RECIPIENT's own adopted procurement procedures and applicable state law in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements. The procurement procedures were adopted _____ (date) by _____ (adopting authority) and are recorded in _____ (document name).

____ having no applicable, adopted procurement procedures, will follow the Standards for Competitive Solicitation found in the Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised September 2005) (AKA the "Yellow Book"), and applicable state laws in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements.

AUTHORIZED SIGNATURE DATE

TITLE

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to execute an Interlocal Agreement, Contract No. 12-C979 with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing.			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	425-398-8900
COST OF PROPOSAL: Administrative Staff Time		ACCOUNT NUMBER: N/A	
AMOUNT BUDGETED: N/A		NAME AND FUND #: N/A	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract No. 12-C97 Interlocal Agreement with HGAC for Cooperative Purchasing			
SUMMARY STATEMENT: HGACBuy is a Cooperative Purchasing Program that offers many contracts covering a variety of products and services. Some of the broad categories include general purpose and emergency vehicles, grounds and facilities equipment, public works equipment, emergency equipment and supplies. Legal Authority Governmental entities join HGAC by execution of an Interlocal Contract (ILC). By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract. Purchasing Statutes Applied to H-GAC Competitive Bid Process Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements. Based on Staff's research, HGACBuy meets the guidelines that are in compliance with Washington State Statutes.			

VIIIG. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C979 with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Jennifer Gordon,

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies (including 48 Washington Cities, Counties and other public agencies).
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services. (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

Effective and efficient services

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize the City Manager to execute an Interlocal Agreement, Contract No. 12-979 with HGACBuy for Cooperative Purchasing.

**REVIEWED BY FINANCE
DIRECTOR:****REVIEWED BY CITY
ATTORNEY:****APPROVED BY CITY MANAGER:****TODAY'S DATE:**
12/13/2012**REVISION DATE(S):****FILE NAME & PATH (HYPERLINK):**

i:\city clerk\agenda items\public
works\2012 council
meetings\01.09.12\agenda bill
summary contract no. 12-c979 hgac
interlocal.doc



INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING

ILC
No.: _____
Permanent Number assigned by HGAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * the City of Kenmore, WA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 18120 68th Ave NE, Kenmore, Washington, 98028

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Jan 09, 2012 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Jan 10, 2012 and ends * Dec 31, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GACs contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Kenmore, Washington

Name of End User (local government, agency, or non-profit corporation)

* PO Box 82607

Mailing Address

* Kenmore WA 98028

City State ZIP Code

*By:

Signature of chief elected or appointed official

* Frederick Stouder

Typed Name & Title of Signatory

Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

VIII.G. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C979 with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Jennifer Gordon,

***Request for Information**

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency : City of Kenmore County Name : King
(Municipality / County / District / etc.)
Mailing Address : PO Box 82607, Kenmore, Wa 98028
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number : 425-398-8900 FAX Number: 425-481-3236
Physical Address : 18120 68th Ave NE Kenmore, WA 98028
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: www.kenmorewa.gov

Authorized Official: Frederick Stouder Title: City Manager
(City manager / Executive Director / etc.) Ph No.: 425-398-8900
Mailing Address: PO Box 82607 Fx No.: 425-481-3236
(Street Address/P.O. Box) E-Mail Address :
Kenmore Washington 98028 fstouder@kenmorewa.gov
(City) (State) (ZIP Code)

Official Contact: Joanne Gregory Title: Finance Director
(Purchasing Agent/Auditor etc.) Ph No.: 425-398-8900
Mailing Address: PO Box 82607 Fx No.: 425-481-3236
(Street Address/P.O. Box) Email Address :
Kenmore Washington 98028 jgregory@kenmorewa.gov
(City) (State) (ZIP Code)

Official Contact: Jennifer Gordon Title: Public Works Operations Manager
(Public Works Director/Police Chief etc.) Ph No.: 425-398-8900
Mailing Address: PO Box 82607 Fx No.: 425-481-3236
(Street Address/P.O. Box) Email Address :
Kenmore Washington 98028 jgordon@kenmorewa.gov
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address :

(City) (State) (ZIP Code)

VIII.G. Authorize the City Manager to Execute an Interlocal Agreement, Contract No. 12-C979 with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Jennifer Gordon,

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to execute an agreement with Comcast to underground aerial facilities as part of the 61 st Avenue NE and NE 181 st Street Signal Improvement Project in the amount of \$13,755.			January 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen 	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Staff Cost:</u> Preparing agenda bill 4 hours Administering agreement 10 hours <u>Contract Services:</u> Estimate: \$13,755 (Comcast will reimburse the City for actual costs incurred, as outlined in the agreement)		ACCOUNT NUMBER: 09 00 7097 61 st Ave/NE 181 st Signal	
AMOUNT BUDGETED: Traffic signal project budget with Mid Biennium Budget Amendment: \$1,976,200 Comcast Budgeted expenditures: \$15,000		NAME AND FUND #: Arterial Street Fund No. 09	
ATTACHMENT(S) TO AGENDA PACKET ITEM: - Contract 12-C980 – Agreement between Comcast and the City of Kenmore to Underground Aerial Facilities as part of 61st Avenue NE and NE 181st Street Traffic Signal Project (City Project No. 0159) - June 27, 2011 Agenda Bill			
SUMMARY STATEMENT: The City Council on June 27, 2011 amended the 61st Avenue NE and NE 181st Street Traffic Signal project scope of work to include undergrounding of aerial facilities. The undergrounding will begin approximately 100 feet north of SR 522 and extend to 200 feet north of NE 181st Street along 61st Avenue NE. The undergrounding will require converting aerial facilities for Puget Sound Energy (PSE), Frontier Communications Northwest, Inc. (Frontier), Comcast and service to two commercial buildings. Most of the underground design was completed under the SR 522 Phase I Stage 2 project. However some modification of that design is required to allow this undergrounding to be separated from the original project. Under the proposed agreement with Comcast, the City will install Comcast's conduit and vaults as part of the traffic signal project. Comcast will install cable and other required facilities. Under the City's franchise agreement with Comcast, Comcast is obligated to fund the entire cost of undergrounding their facilities. The cost to install the conduit and vaults has been estimated at \$13,755. Comcast will reimburse the City however for the actual cost to do the work, as stipulated in the agreement. Bid advertisement for the traffic signal project is scheduled for late February / early March 2012. The delay from the original bid date of this December is due to the need to have the project included in the State Transportation Improvement Program (STIP). This is a condition of the			

VIIII. Authorize the City Manager to Execute Contract Agreement 12-C980 with Comcast for Undergrounding Aerial Facilities as part of the 61st Avenue NE and NE 181st Street Traffic Signal

federal grant funding. The next available date for inclusion of the 61st Avenue NE and NE 181st Street Traffic Signal project in the STIP occurs in February 2012.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008 - Agenda title: Consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right of way Acquisition for SR 522 Phase I Stage 2.

City Council action on July 26th, authorizing the design and right of way acquisition for the 61st Avenue NE and NE 181st Street signal.

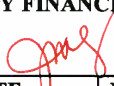
City Council action on September 27, 2010 selecting an alternative authorizing the design and right of way acquisition for the 61st Avenue and NE 181st signal project.

City Council action on June 27, 2011 modifying the project scope of work to include undergrounding of aerial facilities.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize the City Manager to execute an agreement with Comcast to underground aerial facilities as part of the 61st Avenue NE and NE 181st Street Signal Improvement Project in the amount of \$13,755.

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE:
December 13, 2011

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):

S:\0159 61st Ave NE and NE 181st St Traffic
Signal\Council\Jan 9, 2012\120109_agenda_bill.doc

City of Kenmore Contract: 12-C980

AGREEMENT
BETWEEN COMCAST AND THE CITY OF KENMORE TO UNDERGROUND
AERIAL FACILITIES AS PART OF THE 61ST AVENUE NE AND NE 181ST TRAFFIC
SIGNAL PROJECT (CITY PROJECT NO. 0159)

1. PROJECT DESCRIPTION

Comcast desires to secure the services of the City to install underground conduit and vault system, and other associated facilities along 61st Avenue NE from just north of SR 522 to 400 feet north of NE 181st Street as part of the City's 61st Avenue NE and NE 181st Street Traffic Signal Project, the PROJECT. City will construct a joint trench to accommodate Frontier, PSE, and Comcast. The joint trench will accommodate Comcast facilities and will allow Comcast to install conductors and equipment for a new underground system. Comcast will cut-over and transfer existing customers to the new underground system and remove all overhead systems within the project.

2. INCORPORATED PLANS AND SPECIFICATION

The following approved and sealed plans and specifications are hereby incorporated into this Agreement:

Bid and Contract Documents and Specifications for the 61st Avenue NE and NE 181st Street Traffic Signal. The included plans prepared by HW Lochner, Inc. show in detail the location of the joint trench and vaults.

3. RESPONSIBILITIES OF CITY OF KENMORE

- A. Contractor Duties. The City's contractor shall excavate the utility trench, install vaults and conduits, furnish and install bedding material, backfill and compact the trench, and perform any restoration required by the City within the right-of-way.
- B. Notice of Materials Required. The City, or its contractor, will provide Comcast, or its contractor, not less than five (5) working days notice requesting delivery of necessary conduits, vaults, and other materials.
- C. Off-Loading and Storage. The City, or its contractor, will provide the labor and equipment for the off-loading of Comcast duct and vault materials delivered to the job site. The City's contractor will provide secure staging and storage areas for duct and vault materials provided by Comcast. The City's contractor shall be responsible for the security and condition of these materials until they are installed and accepted by Comcast or returned to Comcast's custody.
- D. Weekly Construction Meetings. Facilitate weekly (or as otherwise agreed by the City and Comcast) construction coordination meetings to include all relevant parties participating in the joint trench including City's contractor.

4. RESPONSIBILITIES OF COMCAST

A. Comcast Coordination. Comcast shall maintain continued coordination with the City's contractor regarding installation of Comcast's facilities. This coordination shall include, but not be limited to the following:

1. Comcast shall attend the Preconstruction Meeting
2. Subject to the schedule required in the City's Bid and Contract Document Specifications for the PROJECT, the City's Contractor shall prepare a schedule of work in accordance with the plans and specifications for City review. Comcast shall review and provide comments within 10 days of receipt. If Comcast does not provide the City with comments within 10 days, the schedule shall be considered accepted by Comcast. Comcast shall complete its work in accordance with the contractor's schedule.
3. A weekly meeting will be held in which the City's Contractor will provide a schedule and list of materials needed for the following two weeks. A representative from Comcast shall attend each meeting and provide weekly progress reports. The Comcast representative shall be responsible for coordinating the delivery of materials per the schedule at these weekly meetings.
4. Comcast shall furnish all materials including vaults, conduits, and all other materials necessary for installation of the vaults and conduits required by the City's Contractor for that week, not less than five (5) working days prior to the date that the work is scheduled based upon the weekly meeting. The City's Contractor shall provide a location to Comcast of where the materials shall be delivered.
5. Comcast will provide an inspector on-site, on 24 hours notice, to inspect the installation of all vault and conduit installation work. Comcast's inspector shall not direct the City's Contractor in any manner; the Comcast inspector shall communicate all requests to the City's inspector.
6. Comcast shall, within ten (10) calendar days after receipt of written notification of completion of installation of Comcast's conduit and vault, issue written notification of any deficiencies or issue written notification of acceptance. The City's contractor will correct the deficiencies upon approval by the City of the requested work. If, after the ten (10) calendar day period, notification has not been received by City, then the Comcast conduit and vault system shall be considered complete and accepted by Comcast.
7. Once all sections of vault and conduit installation are completed by the City and accepted by Comcast, the City will issue a Notice to Proceed to Comcast to commence installation of the conductors and equipment. Comcast, or its contractor, will complete installation of the conductors and equipment within 10 working days (provided that reasonable access to the project is to be had) from the City's Notice to Proceed. Comcast shall notify the City in writing when the new underground system is energized. Comcast will coordinate its conductor and equipment installation such that Comcast, or its contractor, will install as much of this equipment as possible prior to completion of the entire vault and conduit system by the City's Contractor.

8. Comcast will be responsible for plant installation and wreck-out work associated with the undergrounding. This work shall include, but not be limited to furnishing and installing all cables, conductors and electrical equipment for the conversion to underground; and for the removal of other equipment no longer needed.
9. Comcast, or its contractor, will perform cut-over and transfer of existing customers and facilities to the new underground system where applicable. Comcast or its contractor will notify such customers 48 hours in advance of the pending outage.
10. Once transfer of existing customers and facilities to the new underground system is complete, Comcast, or its contractor, will remove all overhead systems within 5 working days.

B. Traffic Control. Comcast or its contractor will provide traffic control for installation of new underground conductor and devices along with overhead construction and removal when required. Comcast will coordinate its traffic control with other utilities, the City's contractor and the City. In the event that lane closures are necessary for performance of work, Comcast shall be limited to working between the hours of 9AM to 3PM. Traffic control plans must be approved 10 working days in advance by the City before implementation by Comcast.

C. Work Not in Right of Way. All work that is not in City right of way, including but not limited to trenching, cable, conduit, and pedestal installation, will be the responsibility of Comcast. Comcast shall coordinate with private property owners in order to not delay the City's schedule. Coordination of work, and payment for necessary easements or agreements from private property owners, is the responsibility of Comcast.

5. COST ALLOCATION

A. Lump sum. Comcast agrees to pay the estimated lump sum of \$ 13,755 to the City as compensation for all of its work under this agreement. This compensation covers joint trench costs, installation costs, traffic control costs, contractor project costs, mobilization, and adjustments to grade. This amount does not include any additional change order expenses that are caused by Comcast.

The lump sum shall be paid as follows:

1. 20% of the total lump sum within thirty (30) days of the signing of this document.
2. 30% of the total lump sum not more than sixty (60) days after the City's Contractor has completed 50% of the utility undergrounding work.
3. The remaining 50% of the total lump sum not more than sixty (60) days after the City's Contractor has completed 100% of the utility undergrounding work.
4. If the actual cost of Comcast's portion of the underground work exceeds the "estimated lump sum" referenced in subsection 5A, Comcast shall pay the remaining actual costs to the City within 30 days of Comcast being invoiced by the City.
5. The City will provide Comcast with advance notice of reasonably expected dates of completion of 50% and 100% of the utility undergrounding work. Comcast agrees to initiate internal funding request procedures at the time that

the advance notice is provided, so that Comcast payment will be made as soon as possible after the actual completion dates, and within the maximum number of days specified in paragraphs 1 through 3 above.

B. Change Orders. Payment for change orders shall be determined based upon the following:

1. **By City.** Comcast agrees to pay its share, as determined by the City based upon Section 1-09.4, Equitable Adjustment, 2010 Standard Specifications, of any additional expenses incurred in providing the trench due to any over excavation required or any other unforeseen conditions, including any additional trench width or depth attributable to errors in their design or conflicts not accounted for in their design, as well as additional expenses due to any delays caused by Comcast.
2. **By Comcast.** Approval of change orders requested by Comcast shall be obtained from the City. Comcast shall submit any change requested to be performed by the City's Contractor to the City's Inspector. The City's Inspector shall submit change order requests to the City's Contractor; obtain a price from the City's Contractor to perform the work, and notify Comcast of this price. Comcast shall have 24 hours with which to respond. Comcast shall be liable to the City for all additional costs incurred by the City to perform additional work.

C. Claims by City's Contractor. Comcast agrees to pay the entire cost of any claims made by the City's Contractor that are determined by the City to be caused by Comcast. These claims may include, but are not limited to, claims for delays caused by untimely installation of Comcast facilities, delays caused by Comcast failure to timely provide materials, or any other claims caused by Comcast based upon disputes between the City's Contractor and Comcast's Contractor or Comcast's inspector.

6. HOLD HARMLESS & INDEMNITY

- A.** 1. Comcast shall hold harmless, indemnify and defend the City, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of Comcast's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of Comcast's participation in the City's project. **PROVIDED FURTHER**, that in the event of the concurrent negligence of the parties, Comcast's obligations hereunder shall apply only to the percentage of fault attributable to Comcast, its officers, officials, employees or agents.
2. Comcast shall hold harmless, indemnify and defend the City, its officers, appointed and elected officials, employees and agents from and against any and all claims, costs, expenses, actions, suits, liability, loss, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, caused by or relating to Comcast's or its contractor's failure to timely complete its work as identified in this Agreement.

B. The CITY shall hold harmless, indemnify and defend Comcast, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of the City's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the City participation in the City's project. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees or agents.

C. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each party's immunity under Washington Industrial Insurance Act, Title 51, as respects the other party only, and only to the extent necessary to provide each party with a full and complete indemnity of claims made by the other party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. OTHER RIGHTS AND DUTIES CONTROLLED BY FRANCHISE

All other rights and duties of Comcast and the City of Kenmore concerning this Agreement are governed by the franchise between Comcast and the City of Kenmore, as it presently exists and as it may be hereafter amended.

Dated this _____ day of _____, 2011

CITY OF KENMORE

COMCAST

Fred Stouder
Its City Manager

Name: _____
Its _____

APPROVED AS TO FORM:

City Attorney

VIIH. Authorize the City Manager to Execute Contract Agreement 12-C980 with Comcast for Undergrounding Aerial Facilities as part of the 61st Avenue NE and NE 181st Street Traffic Signal

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Discussion of 61 st Avenue NE and NE 181 st Street Signal Improvement Project scope of work and right-of-way requirements.			June 27, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Staff Cost:</u> Preparing agenda bill 5hours Administering design agreement 240 hours <u>Contract Services:</u> Design, Right of Way, Construction: \$2,771,900		ACCOUNT NUMBER: 09 00 7097 61 st Ave/NE 181 st Signal	
AMOUNT BUDGETED: Adopted 2011-12 Budget \$2,048,550 Approved 2011-16 CIP \$3,338,300		NAME AND FUND #: Arterial Street Fund No. 09	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Table: 61st Avenue and NE 181st Street Signal Project Options • September 27, 2010 Agenda Bill • July 26, 2010 Agenda Bill • February 8, 2010 Agenda Bill			
SUMMARY STATEMENT: The City Council approved this project on September 27, 2010 with the acquisition of additional right of way and modified the budget as part of the 2011-16 Capital Improvement Program (CIP) adoption in April. During the CIP adoption City staff suggested the project scope be discussed in further detail as the cost estimate had increased from \$2,048,550 to \$3,338,300. Staff is recommending Alternative 4 as described below which is estimated to cost \$2,771,900. The funds are available from Real Estate Excise Tax (REET) in the amount of \$1,675,645, Traffic Impact Fees in the amount of \$446,255, and a Federal Grant in the amount of \$650,000 (not yet received). The adopted 2011-2012 budget appropriated \$2,048,550 for this project, therefore Council action to amend and increase the budget in the amount of \$723,350 would be required. The additional REET funds would be borrowed from existing cash set aside for the sidewalk program which would result in the sidewalk program being delayed for at least two years. Where funds are noted as available, this assumes that the revenue as budgeted in the adopted 2011-2012 biennial budget will be realized. The following is a discussion of the project scope and cost estimates. BACKGROUND The proposed SR 522 Phase I Stage 2 Corridor Improvement Project, from 57th Avenue NE to 65th Avenue NE (the last section) was divided into segments in February 2010, to allow more favorable			

VIIII. Authorize the City Manager to Execute Contract Agreement 12-C980 with Comcast for Undergrounding Aerial Facilities as part of the 61st Avenue NE and NE 181st Street Traffic Signal

funding proposals. In July of 2010 the Council received word that Senator Murray intended to sponsor the direct allocation of \$600,000 to the SR 522 project. On July 26th the Council authorized the design of the signal improvements at NE 181st Street and 61st Avenue NE with the provision that right-of-way acquisition and improvements be consistent with the overall SR 522 project. The City has also now learned that a Federal Grant allocation has been made by the Washington State Legislature in the amount of \$650,000.

DISCUSSION

During the City Council discussion authorizing the project in September, the City Council decided to pursue the additional right of way. During revisions to the 2011-16 CIP, concern arose over the increase in project cost estimates from the approved \$2,058,550 to \$3,338,300. Since then more detailed cost estimates for the retaining wall and updated right of way estimates have been received. This has resulted in reductions to the 2011-16 CIP estimate, however the project cost estimate remains higher than previously approved. Additionally an estimate for undergrounding aerial facilities has been provided for consideration. The alternatives presented in this agenda bill provide the City Council with 4 distinct project scopes of work with increasing right-of-way acquisition and improvements.

ALTERNATIVES

City staff have prepared 4 alternative project scopes of works and cost estimates for discussion. These are very similar to the project alternatives discussed in September of last year. Several of the alternatives have the same right-of-way acquisition but all vary the extent of construction.

Alternative 1 - This alternative would construct only the traffic signal at 61st Avenue NE and NE 181st Street and acquire right of way at the intersection for future improvements. Under this alternative, right of way would be acquired from 4 parcels and construction would only include the traffic signal and ADA ramps. Total cost is estimated at \$975,400 and would be funded with the Federal Grant of \$650,000 and Traffic Impact Fee funds of \$325,400 which are available. The cost of this Alternative is less than the adopted 2011-2012 biennial budgeted amount of \$2,048,550 and does not require Council action to amend or increase the project budget.

In summary, **Alternative 1** is a minimal project and would provide a traffic signal but no left turn pockets. This would improve circulation and use of NE 181st Street and possibly allow the closure of the 60th Avenue NE left turn from SR 522.

Alternative 2 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street and some curbs along 61st Avenue NE. Aerial facilities would remain. Under this alternative right of way would be acquired from 4 parcels and construction would include the traffic signal, storm drainage, sidewalks, landscaping, ADA ramps, and pavement. Total cost is estimated at \$1,675,900 and would be funded with the Federal Grant of \$650,000, Traffic Impact Fee funds of \$446,255, and \$579,645 of REET of which \$200,000 would be "borrowed" from the sidewalk program funds set aside and which are available. The cost of this Alternative is less than the adopted 2011-2012 biennial budgeted amount of \$2,048,550 and does not require Council action to amend or increase the project budget. This estimate is higher than the September Alternative 2 estimate due to revised right of way estimates and updated costs for the retaining wall.

In summary, **Alternative 2** matches the City Council's stated project scope. Circulation along NE 181st Street would be improved and the left turn at 60th Avenue NE on SR 522 could be eliminated.

Alternative 3 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street and some curbs along 61st Avenue NE. Aerial facilities would remain.

Under this alternative right of way would be acquired from 8 parcels and construction would include the traffic signal, storm drainage, sidewalks, landscaping, ADA ramps and pavement. Total cost is estimated at \$2,471,900 and would be funded with the Federal Grant of \$650,000, Traffic Impact Fee funds of \$446,255, and \$1,375,645 of REET of which \$650,000 would be "borrowed" from the sidewalk program funds set aside and which are available. The cost of this Alternative is \$423,350 greater than the adopted 2011-2012 biennial budgeted amount of \$2,048,550 and would require Council action to amend and increase the project budget. This alternative was chosen by the City Council in September. The additional costs, (the September cost estimate was \$2,058,550), are the result of updated right of way and retaining wall estimates. The additional right of way acquisition would secure several significant pieces of right of way for a portion of the last segment of the SR 522 project.

In summary, **Alternative 3** matches the City Council's stated project scope and direction at the September meeting of including right of way for future SR 522 projects.

Alternative 4 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street and some curbs along 61st Avenue NE and underground aerial facilities. Under this alternative right of way would be acquired from 8 parcels and construction would include the traffic signal, storm drainage, sidewalks, landscaping, ADA ramps, undergrounding of aerial facilities and pavement. Total cost is estimated at \$2,771,900 and would be funded with the Federal Grant of \$650,000, Traffic Impact Fee funds of \$446,255, and \$1,675,645 of REET of which \$950,000 would be "borrowed" from the sidewalk program funds set aside and which are available. The cost of this Alternative is \$723,350 greater than the adopted 2011-2012 biennial budgeted amount of \$2,048,550 and would require Council action to amend and increase the project budget. This alternative is new as previous alternatives did not consider undergrounding aerial facilities.

In summary, **Alternative 4** matches the City Council's stated project scope and direction at the September meeting of including right of way for future SR 522 projects. In addition it provides undergrounding of aerial facilities at the intersection.

RECOMMENDATION

City staff recommends **Alternative 4** which is consistent with the previous City Council direction and provides for undergrounding at the intersection. Undergrounding would allow for the removal of wood poles and aerial facilities now rather than waiting until a future SR 522 project.

The cost of this Alternative is \$723,350 greater than the adopted 2011-2012 biennial budgeted amount of \$2,048,550 and will require Council approval to amend and increase the project budget from \$2,058,000 to \$2,771,900. The project would be funded with the Federal Grant of \$650,000, Traffic Impact Fee funds of \$446,255, and \$1,675,645 of REET of which \$950,000 would be "borrowed" from the sidewalk program funds set aside and which are available. 2011-16 CIP provides adequate financial resources for the project by delaying other SR 522 project segments.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:

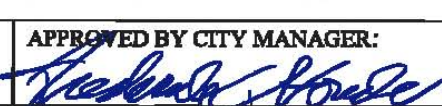
Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008 - Agenda title: Consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right of way Acquisition for SR 522 Phase I Stage 2.

City Council action on July 26th, authorizing the design and right of way acquisition for the 61st Avenue NE and NE 181st Street signal.

City Council action on September 27, 2010 selecting an alternative authorizing the design and right of way acquisition for the 61st Avenue and NE 181st signal project.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize City staff to proceed with 61 st Avenue NE and NE 181 st Street Signal Improvement Project scope of work and right-of-way acquisition as described in Alternative 4.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: June 8, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\110620_agenda_bill.doc

VIIIIH. Authorize the City Manager to Execute Contract Agreement 12-C980 with Comcast for Undergrounding Aerial Facilities as part of the 61st Avenue NE and NE 181st Street Traffic Signal

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Washington State Legislature 2012 Session: Approve City of Kenmore Legislative Agenda and Priorities			9 January 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: n/a		ACCOUNT NUMBER: 01.13.5401	
AMOUNT BUDGETED: n/a		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Proposed City of Kenmore 2012 Legislative Priorities 2) Association of Washington Cities 2012 Major Priorities 3) House Bill 1667 (2011 Session)			
SUMMARY STATEMENT: The 2012 Legislative Session begins on January 9. The 2012 Session is a 60 day ("short") session. In addition to the major budget issues in the 2012 Supplemental Budget, the Legislature is expected to be dealing with options for a new transportation revenue package, including the recommendations from the Governor's Connecting Washington Task Force. In the 2011 Session, the State House of Representatives passed HB 1667, which prioritizes funding for SR 522 when a new transportation revenue package is enacted. The 2011-2013 Transportation Budget passed in the 2011 Session includes \$650,000 in Federal funds for intersection improvements at 61 st Ave NE and NE 181 st Street. The City has continued to discuss the SR 522 Corridor's needs, particularly with the advent of SR 520 tolling and the SR 520 Bridge project support activity in Kenmore, in meetings and tours with Legislative Transportation leadership and Legislators from neighboring districts between Legislative Sessions. Bothell and Lake Forest Park have been involved in many of the meetings. Proposed Legislative priorities continue the City's focus of the past several sessions: securing funding for improvements to the SR 522 Corridor; public records process reforms; stormwater and other infrastructure assistance for local governments; and aligning state mandates with the budget realities of local government.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: The City Council has discussed and approved similar Legislative Priorities for the 2011 Legislative Session in October 2010. The City Council authorized Contract No.09-C816 with Gordon Thomas Honeywell for state government relations services in October, 2009 and approved Amendment No. 1 to the Contract, extending the contract term through December 2012, on November 28, 2011.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Approve City of Kenmore 2012 Legislative Agenda			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE: 23 Dec 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK):	

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CITY OF KENMORE, WASHINGTON
PROPOSED 2012 LEGISLATIVE SESSION PRIORITIES
9 JANUARY 2012

Funding Improvements to the SR 522 Corridor

The City continues to advocate for funding to complete improvements to State Route 522. The State House passed House Bill 1667 in the 2011 Session that prioritizes funding for this Corridor once a new transportation revenue package is enacted. The Senate Transportation Committee held a hearing for the companion bill (SB 5532). While the 2011-2013 Transportation Budget includes funds for intersection improvements adjacent to the Corridor, the SR 520 Tolling will divert more traffic to this Corridor. Kenmore is also playing a role in the SR 520 Bridge Project, with project support activity that will result in efficiencies in transporting bridge deck panels and anchors to the project site.

Public Records Reform

The City of Kenmore supports reform to statutes governing public records requests, and recognizes the importance of transparency and accountability in government. However, situations that abuse the system should be addressed in order to avoid costly and cumbersome practices that affect overall service delivery. The City looks forward to working with interested parties to develop reform ideas.

Stormwater and other Infrastructure Funding

The City of Kenmore supports maintaining the Public Works Trust Fund at current or enhanced levels, recognizing its role in improving local infrastructure and supporting construction jobs. The City also supports continued funding for stormwater projects.

Examining State Mandates for Local Governments in Difficult Economic Times

State mandates for stormwater, environmental and growth management regulations should recognize the cost of meeting mandates and adjust timelines/requirements or provide financial assistance to local governments.

December 2011



Board of Directors adopts 2012 major priorities

Help our communities drive job growth

- Invest in building and maintaining critical infrastructure, thus creating jobs. For example, the Public Works Trust Fund should be held harmless or enhanced.
- Reform the SEPA process to streamline it and better align it with other environmental reviews, reducing regulatory costs and spurring development that will create jobs.
- Enable tax increment financing authorities to support public-private economic development partnerships that will foster job-creating growth.
- Support workforce training and education programs, such as the Governor's aerospace initiative.

Give cities revenue flexibility to meet community needs

- Continue revenue sharing that helps pay for public safety and other critical services.
- Ease restrictions on how local governments can spend their own revenue to best meet local needs, and preserve local taxing authority that reflects community priorities.
- Explore new opportunities for funding local priorities.

Reform policies and regulations to reduce costs and uncertainty

- Pursue greater regulatory flexibility to reflect reduced resources. For example, the state should ensure that stormwater regulations are both financially and technologically feasible.
- Address public records abuses that drive up local costs without enhancing real transparency or the public's right to know.
- Resist transferring state responsibilities to local government without adequate funding or resources.
- Provide more clarity on the medical marijuana law to give local government better guidance on how to address this issue.
- Look for opportunities to address unsustainable personnel costs, such as modifying binding interest arbitration.

AWC contact

Dave Williams, Director of State &
Federal Relations
davew@awcnet.org
(360) 753.4137

H-0872.1

HOUSE BILL 1667

State of Washington 62nd Legislature 2011 Regular Session

By Representatives Kagi, Armstrong, Ryu, Llias, Clibborn, Angel,
Goodman, Stanford, and Moscoso

Read first time 01/28/11. Referred to Committee on Transportation.

1 AN ACT Relating to state route number 522; and creating new
2 sections.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** The legislature finds that state route
5 number 522 is a vital transportation corridor in the Puget Sound region
6 for the following reasons:

7 (1) State route number 522: Has been designated a highway of
8 statewide significance; traverses the cities of Lake Forest Park,
9 Bothell, Kenmore, Seattle, and unincorporated King county; connects to
10 multiple main arterials, including Northeast 145th Street (state route
11 number 523) and Northeast Ballinger Way (state route number 104); and
12 provides an important link between Interstates 5 and 405;

13 (2) State route number 522 carries more than forty-eight thousand
14 vehicles per day and is forecasted to carry more than sixty-two
15 thousand vehicles per day in 2026;

16 (3) The corridor is a major route for transporting freight and
17 carries more than thirteen million tons of freight per year;

18 (4) State route number 522 is a key regional transit corridor for

1 five bus routes carrying three thousand three hundred seventy
2 passengers per day;

3 (5) State route number 522 serves employment centers that provide
4 jobs to more than fifty thousand workers;

5 (6) State route number 522 is the only direct link between the
6 designated urban centers of Canyon Park, Northgate, and the University
7 District;

8 (7) State route number 522 is regionally significant in that it
9 provides an alternative to the often-congested state route number 520
10 bridge across Lake Washington and is a designated emergency evacuation
11 route for the Puget Sound region; and

12 (8) The corridor serves the University of Washington Bothell
13 campus, an institution with approximately three thousand students, and
14 Bastyr University, an institution with approximately one thousand
15 students.

16 NEW SECTION. **Sec. 2.** The legislature recognizes that there are
17 correctable traffic collisions on the state route number 522 corridor
18 and therefore finds that there is a need to improve safety in this
19 corridor.

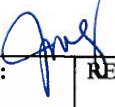
20 NEW SECTION. **Sec. 3.** The legislature acknowledges that the cities
21 along the state route number 522 corridor have formed a strong
22 partnership with federal and state representatives to address problems,
23 develop a list of improvements, and to fund and manage projects that
24 improve safety and mobility on this corridor. To this end, the city of
25 Kenmore has contributed more than nine million dollars, the city of
26 Bothell has contributed more than thirty-four million dollars, and the
27 transportation improvement board has contributed more than fifty
28 million dollars. Contributions for the corridor from the state have
29 also included thirteen million dollars of transportation partnership
30 account funds, one million dollars for roadway preservation, and five
31 million five hundred thousand dollars of transportation 2003 account
32 (nickel account) funds. In addition, forty million dollars of
33 transportation 2003 account (nickel account) and transportation
34 partnership account funds were expended to construct the University of
35 Washington Bothell campus access on state route number 522.

1 NEW SECTION. **Sec. 4.** The 2010 legislature recognized state route
2 number 522 as an important link between Interstates 5 and 405 and noted
3 that state route number 522 will be impacted by diversion when the
4 state route number 520 floating bridge is tolled. The 2010 legislature
5 therefore expressed its intent to provide priority funding for the
6 corridor.

7 NEW SECTION. **Sec. 5.** The 2011 legislature expresses its intent to
8 fund improvements to significantly increase the flow of people and
9 goods on the state route number 522 corridor and directs the state
10 department of transportation to continue to work with affected cities,
11 the Puget Sound regional council, the freight community, and the
12 federal government to secure the necessary funding and other resources
13 to continue improvements in the corridor. The state department of
14 transportation is further directed to review the projects recently
15 constructed or currently being designed, including business access and
16 transit (BAT) lanes, by the cities of Seattle, Bothell, Kenmore, and
17 Lake Forest Park and prepare a letter to the legislature on their
18 general consistency as well as identify improvements that remain
19 unfunded.

20 NEW SECTION. **Sec. 6.** Given that tolling on state route number
21 520 is scheduled to begin in spring 2011, the 2011 legislature finds
22 that funding to mitigate this impact on the state route number 522
23 corridor is urgently needed.

--- END ---

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Resolution No. 12-194; of the City of Kenmore, Washington, Amending Exhibit A to Resolution No. 11-186 to Adopt the City of Kenmore's 2012 Fee Schedule			January 9, 2012
DEPARTMENTS	DIRECTORS	MEETING ATTENDEES	PHONE
Land Development and Permitting and Engineering	Bryan Hampson and Ron Loewen	Bryan Hampson and Ron Loewen	(425) 398-8900
COST OF PROPOSAL:		ACCOUNT NUMBER:	
<u>Staff Cost:</u> Staff time to prepare City Attorney time to review <u>Permit Fees:</u> The impact to General Fund revenues of the fee schedule revisions has not been determined at this time.		01 32 5001 & 01595001 Regular Salary & Wages	
AMOUNT BUDGETED:		NAME AND FUND #:	
The 2011/2012 biennium budget includes regular salaries and wages and City Attorney expenses		General Fund 01	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
1. Cover Memorandum dated 12/23/2012 describing proposed changes to the fee schedule. 2. Resolution No.12-194 with attached City of Kenmore 2012 Fee Schedule (Exhibit A). 3. Amended 2011 Fee schedule with tracked changes shown in red.			
SUMMARY STATEMENT:			
Annually the City of Kenmore's fee schedule is reviewed and updated as provided for in Ordinance 02-0139. In 2011 the City Council adopted revisions to Title 1, 12, 17, 18, and 19 which revised the processes and permits to be issued by the City. Based on these revisions the City Staff are proposing revisions to the fee schedule. The revisions are outlined on the attached memorandum and shown on the track changes version of the fee schedule.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:			
Ordinance 02-0139 regarding adoption of city fee by resolution; 2011 -12 Biennial Budget; Title 1, 12, 17, 18, and 19 Code revisions adopted by Council; and Ordinance 10-0317 regarding adoption of new animal care and control fees.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:			
Approve Resolution No. 12-194 the City of Kenmore, Washington, Adopting the City of Kenmore's 2012 Fee Schedule			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
	12-19-11 D.R.		
TODAY'S DATE:	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK):	
12/23/2012		0 Agenda Bill Summary_2012 Fee Schedule.doc	



City Of Kenmore, Washington

Memorandum

Date: December 23, 2011

To: Fred Stouder, City Manager

From: Bryan Hampson, Land Development and Permitting Director &
Ron Loewen, City Engineer

Re: **Resolution No. 12-194; of the City of Kenmore, Washington, Amending Exhibit A to Resolution No. 11-186 to Adopt the City of Kenmore's 2012 Fee Schedule**

Annually the City of Kenmore's fee schedule is reviewed and updated as provided for in Ordinance 02-0139.

In 2011 the City Council adopted revisions to Title 1, 12, 17, 18, and 19 which revised the processes and permits to be issued by the City. Based on these revisions the City Staff are proposing revisions to the fee schedule.

The revisions are as follows

(page numbers refer to the track changes version of the fee schedule – Attachment 3):

1. Page 4 – Code Enforcement: Abatement fees expanded to align with new code enforcement program.
2. Pages 5 – 10 – Zoning and Land Use Permits: several land uses and permits were deleted as part of the code revisions and these have also been deleted from the fee schedule
3. Page 7 – Subdivision: Preliminary Application: the code revisions now allow short subdivisions of 5 to 9 lots and the fee schedule has been modified to include this provision. Additionally Planned Unit Developments were deleted as a land use permit and this permit has also been deleted from the fee schedule.
4. Pages 8 & 9 – Shoreline re-designation: the previous fee schedule assumed a variance in the time and effort to modify a shoreline designation. The various alternative types of existing designations have been deleted and one fee has been established for all re-designations.

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

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

5. Page 9 – Sensitive Area Review: to clarify this section and the various tasks the title has been revised to Critical Areas Review. Some additional language has been added to clarify the fee schedule.
6. Page 10 – Critical Area review and inspections: to clarify the section the title has been revised to Critical Areas inspections and the multiple tasks deleted and just stated as inspection. The fee has been increased to the standard city fee of \$100 per hour for labor.
7. Page 10 – Departmental review of non-departmental permits: has been modified by deleting references to various tasks and just requiring a standard review fee of \$100 per hour.
8. Page 13 – Engineering Subdivision Plan Review and Inspection Fees: the code revisions now allow short subdivisions of 5 to 9 lots and the fee schedule has been modified to include this provision.
9. Pages 18 & 19 – Impact Fees: Updated and increased Transportation and Park Impact Fees by 4.3%, which was the Seattle Consumer Price Index (CPI-W) adjustment factor as of October, 2011 as provided for in Ordinance 02-0147.
10. Page 20 – Right-of-Way Permits and Fees: the permit fees have been simplified to require only an application fee and inspection fees.
11. Page 20 – Type C: the current fee schedule does not provide a fee for the use of the right of way. The proposed fee schedule establishes a use fee at \$20 per square foot times the amount of area being used times the amount of usage during a year.
12. Page 20 – Access Right of Way Permit: where the proposed improvements would allow public use there is only an application, review and inspection fees. When the use is private the applicant would pay a onetime fee of 80% of the adjacent land value based on the County Assessor's valuation times the amount of area being used.
13. Page 20 – Encroachment Permit: the current code requires an annual use fee. This could mean that an applicant would pay 2 or 3 times the value of the land and that the city collect and monitor fee collections annually. To keep administrative costs to a minimum the fee schedule proposes a onetime fee of 80% of the adjacent land value based on the County Assessor's valuation times the amount of area being used.
14. Page 21 – Utility Franchise Application Fees: The title has been revised to read Utility Franchise Fees. The proposed fee schedule has been modified to be consistent with State law, RCW 35.21.860, that allows only the collection of fees based on cost of issuing the permit. The collection of fees for inspecting remains

the same but at the current standard City rate. This will be a potential reduction in the amount of application fees the City anticipated collecting in 2011-12.

15. Page 22 – Animal Care and Control Fees: Animal license fees and penalties adopted with Ordinance No. 10-0317 have been added to the Fee Schedule.
16. Page 22 – Miscellaneous Fees: A fee has been added for when the City records documents at the County's Recording Office. This will allow the City to assist people, speed-up the recording process and provide convenience when a document needs to be recorded or allow the City to recoup its costs when recording is necessary.

I:\City Clerk\AGENDA ITEMS\Land Development Building\2012 Council Meetings\January 9, 2012\1 Cover Memorandum_2012 Fee Schedule.docx

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 12-194

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, AMENDING EXHIBIT A TO
RESOLUTION NO. 11-186 TO ADOPT THE CITY OF
KENMORE, WASHINGTON 2012 FEE SCHEDULE.**

WHEREAS, the City of Kenmore adopted Ordinance No. 02-0139 on June 24, 2002, allowing the City to adopt all fees by Resolution; and

WHEREAS, the City of Kenmore adopted Resolution No. 11-186 on March 28, 2011, adopting the City of Kenmore 2011 Fee Schedule; and

WHEREAS, the City of Kenmore adopted Ordinance No. 10-0317 on November 15, 2010, repealing and adopting new animal care and control regulations; and

WHEREAS, the City of Kenmore adopted Ordinance No. 11-0328 on July 11, 2011, repealing and adopting new code enforcement regulations; and

WHEREAS, the City of Kenmore adopted Ordinance No. 11-0329 on July 25, 2011 repealing, and adopting, sections of Titles 17 Land Division, 18 Zoning, and 19 Planning Policies of the Kenmore Municipal Code, and

WHEREAS, the City of Kenmore adopted Ordinance No. 11-0330 on July 25, 2011, amending, repealing and adopting sections of Chapter 12 of the Kenmore Municipal Code relating to Streets and Bridges; and

WHEREAS, the revisions to Chapter 12 included the revision and establishment of a fee schedule for street use permits by Resolution; and

WHEREAS, the City now desires to adopt revisions to its fee schedule for 2011 based on these revisions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE to amend Exhibit A to Resolution No. 11-186, as set forth on Exhibit "A", entitled "City of Kenmore, Washington 2012 Fee Schedule", attached hereto and incorporated herein by reference.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 9TH DAY OF JANUARY, 2012.

(SIGNATURES ON NEXT PAGE)

CITY OF KENMORE

Mayor

ATTEST/AUTHENTICATED:

Lynn Suskin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

EXHIBIT A

City of Kenmore, Washington 2012 Fee Schedule



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1. Business Licenses

Type:

Adult Entertainment:

Device	\$50.00 each
Operator	\$500.00 per year
Premises	\$200.00 per year
Panoram Manager License	\$50.00 per year

Adult Cabaret:

Operator	\$500.00 per year
Cabaret Manager License	\$50.00 per year
Cabaret Entertainer License	\$50.00 per year
Adult Retail Business License	\$500.00 per year

Dance	\$200.00 per year
	\$100 per six months
	\$50.00 per one night

Dance (non-profit, educational or City-sponsored)	Exempt
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Go Kart Track	\$500.00 per year
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Live Entertainment: music (other than mechanical); boxing or wrestling; exhibition skating; video arcades; pool halls; bowling alleys; race tracks and drag strips (if attendance is more than 2,000 people at a single event). Covers more than one skating rink, shooting gallery.	\$200.00 per year
	\$100 per six months
	\$50.00 per one night

Amusement Parks – Permanent

For one to 10 units, inclusive	\$200.00 per year
	\$100.00 per six months
For more than 10 units	\$400.00 per year
	\$200 per six months

Carnivals

For one to 10 units, inclusive	\$40.00 per day
For more than 10 units	\$100.00 per day

Closing out sales

Closing out sale license – original license	\$300.00 per year
First 30-day renewal	\$200.00 per year
Second 30-day renewal	\$200.00 per year

Junk Shop License	\$300.00 per year
Junk Wagon License	\$40.00 per year

Massage Parlor/Bathhouse	\$150.00 per year
Massage Practitioner	\$50.00 per year
Theaters	\$100.00 per screen
Outdoor Musical Event (not sponsored by the City and with an admission fee)	\$750.00 per year
Pawnbroker	\$500.00 per year
Peddler/Solicitor	No fee
Secondhand Dealer	\$40.00 per year
Shuffleboard License	\$50.00 per year
Renewal of License, registration or permit late penalty	10% of the required fee
Transferability of license or permit	\$25.00

2. Code Enforcement Fees

Code Enforcement

Inspection/Posting	\$50.00 each
Re-inspection	\$50.00 each
Abatement	Actual City costs
Abatement Hearing	\$360.00 each
Hearing Officer	\$215.00 per hour
Notice of Violation Appeal Hearing	\$125.00
Removal of Declaration	\$20.00
Violation of a stop work order	\$500.00

Housing Code Enforcement

Inspection/Posting	\$255.00 per hour
Re-Inspection plus Notice and Order	\$510.00
Hourly Rate	\$255.00
Appeal Fee	\$150.00 each
Closing Fee	\$255.00
Contract Abatement Fee	15% of the contract
Late Fee	25% of the amount due
Hearing Officer	\$215.00 per hour

The following fees apply to all enforcement actions:

Inspection Warrant	\$350.00 each
Attorney Fees	Rate per hour to be determined as established by the City Attorney contract for legal services.
Paralegal Services	\$60.00 per hour

Notary Services	\$10.00
Abatement	Actual cost of labor

3. Comprehensive Plan and Development Regulation Amendments

<u>Prescreening / threshold review fee:</u>	\$200.00
<u>Annual amendment cycle fee:</u> (applicants whose amendment proposals are approved for consideration by the City Council)	\$400.00

4. Land Development and Permitting

A. General

<u>Development Review Technology fee:</u>	3.00%
Applies to development permits and is based on development plan review fees and permit fees, not to include impact fees or land use decisions.	
<u>P-Suffix, and other required site plan reviews:</u>	
Initial plan review	\$1,078.00
Each additional review for compliance, including signs and tenant improvements.	\$163.00
<u>Mobile home park and RV park plan review:</u>	\$3,561.00
<u>Site Plan Application Fee:</u>	\$364.00
<u>Landscape plan review:</u>	
Initial plan review based on site area	
0 – 1 site acre	\$211.00
1.1 – 2 site acres	\$337.00
2.1 – 5 site acres	\$507.00
5.1 – 10 site acres	\$676.00
More than 10 site acres	\$1,352.00
Each plan revision review	\$324.00
Request for modification requiring public notice	\$673.00
<u>Landscape Construction Inspections</u>	
Landscape installation inspection	\$269.00
Landscape maintenance bond release inspection	\$269.00
<u>Additional/excessive reviews and inspection fees:</u>	
Applies to all development permits; additional plan review or inspections required by changes, additions or revisions to plans or excess reviews of re-submittals will be billed at an hourly rate.	
	\$100.00 per hour

B. Pre-Application Fees:

No fee

C. Zoning and Land Use Permits

<u>Request for Site Specific Rezones:</u>	\$3,000.00
<u>Conditional Use Permits (CUP) and Special Use Permits (SUP):</u>	
Administrative CUP	\$3,633.00
SUP with public hearing	\$8,501.00
Daycare with 24 children or less	\$1,365.00
Request for time extension	\$146.00
<u>Variances: (including variances from KMC 18.55)</u>	
Application review	\$2,500.00
Added fee when public hearing required	\$1,626.00
Request for time extension	\$146.00
<u>Boundary line adjustment:</u>	\$574.00
<u>Communications Facility Application Fee:</u>	\$364.00
<u>Accessory dwelling unit: (ORD99-0052)</u>	\$50.00
<u>Change of use: (zoning only)</u>	\$50.00
<u>Amend adopted P-suffix conditions:</u>	\$2,241.00
<u>Reuse of closed public school facilities:</u>	\$1,400.00
<u>Land use inspections:</u>	\$100.00 per hour
<u>Reasonable use exceptions:</u>	
Reasonable use exception:	\$2,500.00
Reasonable use exception – additional when combined with variance request.	\$903.00
Public agency and utility exception:	\$1,953.00
<u>Transfer of development credit: sending site certification applications (up to a maximum of \$500.00) to qualify a proposed sending site and determine the number of credits available for transfer per application.</u>	\$100.00 per hour
<u>Master plan review:</u>	\$10,000.00 deposit
Master plan review fees shall be an hourly fee to cover the cost of intake, development of scope of work, and all work performed under the scope of work. The deposit of \$10,000 shall be made at the time of application. The hourly fee shall be billed monthly. Staff time to be charged at an hourly rate of \$100.00 per hour, consultant time to be charged at the consultant's rate.	

D. Subdivision – Preliminary Application Review Fees:

Preliminary Short Subdivisions:

Short subdivision 4 lots or less	
Base fee:	\$1,111.00
Plus per lot:	\$140.00
Short subdivision 5 to 9 lots	
Base fee:	\$7,033.00
Plus per lot:	\$153.00
Revision to approved preliminary:	\$898.00
Short subdivision alteration:	\$1,245.00
Request for time extension:	\$100.00

Preliminary Subdivisions:

Initial Application	
50 lots or less	
Base fee:	\$12,955.00
Plus per lot	\$167.00
More than 50 lots	
Base fee:	\$22,208.00
Plus per lot	\$37.00
Surcharge for applications utilizing lot clustering or flexible yard provisions (percent of initial fee):	10.00%
Major revision requiring new public hearing:	\$3,886.00
Minor revisions submitted after preliminary approval (not necessitating additional hearings):	\$925.00
Request for time extension:	\$100.00
Subdivision alterations or subdivision vacations:	
With public hearing:	\$3,886.00
Without public hearing:	\$1,944.00
Supplemental fee – a surcharge for applications involving significant environmental sensitive areas (percent of total initial fee).	10.00%
Supplemental fee – remanded applications (percent of total application fee).	50.00%

Binding Site Plan:

Building permit, as-built or site plan review based plan:	\$4,862.00
Conceptual plan:	\$5,733.00
Revision to a preliminary approved plan:	\$1,112.00
Revision to a final binding site plan:	\$1,996.00

E. Shoreline Management Permit

Substantial Development Permit

Total cost of proposed development:	
Up to \$10,000	\$1,280.00
\$10,001 to \$100,000	\$2,560.00
\$100,001 to \$500,000	\$6,399.00
\$500,001 to \$1,000,000	\$9,598.00
\$1,000,001 or more	\$12,797.00

Single family Joint-Use Dock

\$2,560.00

Shoreline Conditional Use Permit

Non-forest practices	\$7,219.00
Forest practices	\$1,313.00

Shoreline Variance

Up to \$10,000 project value	\$2,166.00
\$10,001 or more project value	\$7,219.00

Shoreline re-designation:

Base fee:	\$14,438.00
Per shoreline lineal foot:	\$27.60
Maximum:	\$54,144.00

Shoreline review of other permits or approvals for conditions:

\$177.00

Shoreline Exemption:

\$276.00

Supplemental Fees:

Request for an extension of a permit, calculated as a percentage of the original permit:	20.00%
Shoreline permit revision, calculated as a percentage of the original permit:	20.00%
Surcharge when public hearing required:	12.00%
Minimum	\$2,048.00
Permit compliance inspections	
Hourly rate (including travel time)	\$100.00 per hour
Plus per mile rate	\$0.50 per mile

F. Special Review Fees

State Environment Policy Act (SEPA) Review:

Environmental checklist:	
Base fee:	\$600.00
After six hours	\$100.00 per hour
Supplemental Determination of Nonsignificance (DNS), Mitigated Determination of Nonsignificance (MDNS), or Determination of Significance (DS) review	\$100.00 per hour
MDNS deposit	\$1,313.00
Environmental Impact Statement (EIS) deposit – a percentage of total estimated cost	33.00%
Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration:	
All fixed and contract costs, and time costs, per hour	\$100.00 per hour
Post MDNS, DEIS, FEIS OF SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony, per hour	\$100.00 per hour

Critical Areas Review:

Applicants will be eligible for a refund of the portion of the base fee that is less than the city's costs (including consultants, public notice (as necessary) and other associated expenses).

Review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments, right-of-way use permits:

Site review base fee	\$1,000.00
Plus, per hour	\$100.00 per hour

Review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits:

Site review base fee	\$1,000.00
Plus, per hour	\$100.00 per hour

Flood plain determination – certificate of elevation:

Plus, per hour	\$100.00 per hour
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Review of mitigation plan compliance, per hour	\$100.00 per hour
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<u>Critical Areas inspections:</u>	\$100.00 per hour
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<u>Inspection and monitoring, per hour:</u>	\$100.00 per hour
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Appeals:

Appeals to the hearing examiner from decisions of the City:	\$125.00
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<u>Departmental review of non-departmental permits:</u>	\$100.00 per hour
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<u>Review and monitoring of master drainage plans, per hour</u>	\$100.00 per hour
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G. Engineering General Permitting & Inspection Fees

Parking Review Fee:

New or additional spaces:

First 0-25 spaces	\$23.00 each space
Next 26-50	\$20.70 each space
Next 51-75	\$16.30 each space
Next 76-150	\$16.30 each space
Anything above 150	\$11.80 each space
Minimum fee	\$296.10

Alterations, change in use or increase area, with no additional spaces.

\$296.00

Clearing Permit:

	<u>Base fee</u>		<u>Hourly Fee</u>
Permit plan review (minimum 1 acre)			
1 – 5 acres	\$73.50	+	\$0.00
5.1 acres or more	\$367.50	+	\$100.00 per hour
Field inspections			\$100.00 per hour

Drainage Review:

Residential drainage requirement review base fee:	\$238.00
Small site drainage review	\$143.00
Targeted drainage reviews	\$234.00

Full drainage review:	
Simple review	\$293.00
Complex review	\$676.00
Commercial drainage plan review base fee:	\$570.00

Total distributed area:	Targeted drainage review #1, 2, and 3	Full drainage review and targeted drainage review for #4
0 - .50 site acre	\$ 895.00	\$1,119.00
.51 - 1 site acre	\$ 1,234.00	\$1,543.00
1.1 - 2 site acres	\$ 2,255.00	\$2,819.00
2.1 - 5 site acres	\$ 4,951.00	\$6,189.00
5.1 - 10 site acres	\$ 5,964.00	\$7,456.00
More than 10 acres	\$ 6,640.00	\$8,300.00

<u>Traffic Impact Analysis review:</u>	
Level 1 (10 P.M. Peak Hour Trips or Less)	\$337.00
Level 2 (11-75 P.M. Peak Hour Trips)	\$800.00
Level 3 (Over 75 P.M. Peak Hour Trips)	\$1,600.00

Grading Permit:

Grading permit review fees are based on the total of the two tables listed below:

Table 1:

Volume	Base fee		Per 100 cubic yards
0 to 500 cubic yards	\$0.00	+	\$28.40
501 to 3,000 cubic yards	\$54.00	+	\$39.20
3,001 to 10,000 cubic yards	\$339.00	+	\$26.10
10,001 to 20,000 cubic yards	\$2,159.00	+	\$7.90
20,001 to 40,000 cubic yards	\$3,319.00	+	\$2.10
40,001 to 80,000 cubic yards	\$3,599.00	+	\$1.40
80,001 cubic yards or more	\$4,239.00	+	\$0.60

Table 2:

Disturbed Area	Base fee		Per acre
Up to 1 acre	\$176.00	+	\$819.40
1.1 to 10 acres	\$381.00	+	\$614.30
10.1 to 40 acres	\$2,916.00	+	\$360.80
40.1 to 120 acres	\$10,428.00	+	\$176.00
120.1 to 360 acres	\$22,944.00	+	\$68.70
360.1 acres or more	\$34,716.00	+	\$36.00

Grading Plan Revision fee:

Hourly rate	\$100.00 per hour
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Grading permit operation monitoring fees (inspection fees):

The operation monitoring fee shall be calculated by adding the applicable amount from the Annual Volume Table (below) to an amount equal to \$215.00 per acre distributed and not rehabilitated during the monitoring period, to a maximum of \$10,000.00.

Annual Volume Table:

Volume deposited or removed	Base fee	Per 100 cubic yards
0 to 3,000 cubic yards	\$0.00	+ \$102.20
3,001 to 10,000 cubic yards	\$2,550.00	+ \$17.20
10,001 to 20,000 cubic yards	\$3,760.00	+ \$5.10
20,001 to 40,000 cubic yards	\$4,280.00	+ \$2.50
40,001 cub yards or more	\$4,680.00	+ \$1.50
Reclamation bond release inspection		\$225.00
Re-inspection of non-bonded actions		\$225.00

Construction Inspections Fees:

Bond quantities worksheet amount (line "T")	Initial fee + additional fee based on bond
\$0 – \$30,000	\$213.00 + \$119.00 / \$1,000.00 bond
\$30,001 - \$120,000	\$2,253.00 + \$51.00 / \$1,000.00 bond
\$120,001 or more	\$6,693.00 + \$1400 / \$1,000.00 bond
Additional inspection after 1-year	\$100.00 per hour

Maintenance bond inspection fees:

Bond quantities worksheet amount (line "T")	Initial fee + additional fee based on bond
\$0 – \$30,000.	\$461.00+\$15.30 / \$1,000.00 bond
\$30,001 - \$120,000	\$770.00+\$5.00 / \$1,000.00 bond
\$120,001 or more	\$1,166.00+\$1.70 / \$1,000 bond

H. Engineering Subdivision Plan Review and Inspection Fees

Short Subdivision:

Short subdivision 4 lots or less	
Base fee:	\$2,087.00
Plus per lot:	\$209.00
Short subdivision 5 to 9 lots	
Base fee:	\$4,148.00
Plus per lot:	\$209.00
Additional review in excess of initial fees	\$100.00 per hour

Subdivision:

Engineering plan review:	
30 lots or less	
Base fee:	\$6,209.00
Plus per lot	\$33.60
31 lots or more	
Base fee:	\$6,710.00
Plus per lot	\$16.90
Revisions and re-submittals	
Each occurrence	\$119.00
Additional review in excess of initial fees	\$100.00 per hour

Planned Unit Development:

Engineering plan review:	
30 units or less	
Base fee:	\$6,209.00
Plus per unit	\$46.10
31 units or more	

Base fee:	\$6,911.00		
Plus per unit	\$22.70		
Revisions and re-submittals			
Each occurrence	\$119.00		
Additional review in excess of initial fees	\$100.00 per hour		
<u>Conceptual Binding Site Plan:</u>			
(Including conceptual commercial binding site plan)			
Plan and profile base fee:	\$4,132.00		
Revisions and re-submittals			
Each occurrence	\$119.00		
Plus per hour	\$100.00 per hour		
<u>Subdivision construction permit fee:</u>			
Landscape installation inspection	\$269.00		
Landscape maintenance bond release inspection	\$269.00		
<u>Subdivision – final approval fees:</u>			
Final short subdivision 4 lots or less	\$1,922.00		
Final short subdivision 5 to 9 lots	\$3,873.00		
Final short subdivision alteration	\$714.00		
Final subdivision			
30 lots or less			
Base fee:	\$5,825.00		
Plus per lot:	\$69.10		
31 lots or more			
Base fee:	\$6,470.00		
Plus per lot:	\$47.60		
Subdivision alteration	\$1,077.00		
Modification of a recorded building envelope:	\$541.00		
Request for name change	\$192.00		
Final planned unit development:	\$4,530.00		
Request for time extension	\$145.00		
Request for name change	\$192.00		
Final building site plan:	\$3,081.00		
<u>Subdivision – post final fees:</u>			
Maintenance bond inspection fees:			
Bond amount:	Initial Fee		
\$0 - \$30,000	\$461.00	+	\$15.30 per
			\$1,000.00 bond
\$30,001 - \$120,000	\$770.00	+	\$5.00 per
			\$1,000.00 bond
\$120,001 or more	\$1,166.00	+	\$1.70 per \$1,000.00 bond

I. Building Permit Fees:

Building permit fees are based on valuation. The table below establishes the permit fee from the valuation. Valuation is determined by type of construction and square footage or from a contractor's bid. The most recent edition of the Building Safety Journal determines the type of construction and square footage factor.

Total Valuation	Fee
\$1.00 - \$500.00	\$23.50
\$501.00 - \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.
\$2,001.00 - \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001.00 - \$50,000.00	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and
\$50,001.00 - \$100,000.00	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including
\$100,001.00-\$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001.00 - \$1,000,000.00	\$3,223.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof.

Building Plan Check Fees:

Plan check fees shall be 65% of the building permit fee plus the calculated cost of drainage review (if required). If the plan is a "basic", as determined by the Building Official, the plan check fee shall be 25% of the permit fee.

J. Plumbing Permit Fees:

The fee for single-family residential plumbing permit is based on the following table, non-single-family residential permits are based on actual valuation of all fixtures, materials and installation as submitted to and determined by the Building Official. The permit fee for non-single-family residential permits shall be based on valuation and determined by the Building Permit Table on page 5. When plan check is required, as determined by the Building Official, the plan check fee for all permits will be 65% of the permit fee.

Base fee	\$23.50
Plus:	
For each plumbing fixture on one trap or set of fixtures on one trap.	\$10.00
Roof drain	\$10.00 each
Electrical water heater	\$10.00 each
Grease trap	\$10.00 each
Alteration or repair of water piping or water treating equipment.	\$10.00 each
	fixture
Back flow devices (other than atmospheric vacuum breakers).	\$10.00 each
Other	\$10.00 each

K. Mechanical Permit Fees:

The fees for each permit shall be set forth in the following table, except non-single-family residential permits, which shall be based on actual valuation of all equipment and installation as submitted to and determined by the Building Official. The permit fee for non-residential permits shall be based on valuations and determined by the Building Permit Table. When plan check is required, as determined by the Building Official, the plan check fee for all permits will be 65% of the permit fee.

Base Fee:	\$23.50
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Plus:

Furnaces:

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW).	\$14.80
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For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW):	\$18.20
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For the installation or relocation of each floor furnace, including vent:	\$14.80
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For the installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater.	\$14.80
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Appliance Vents:

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$7.25
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Repairs or Additions:

For the repair or alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$13.70
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Boilers, Compressors and Absorption Systems:

For the installation and relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3kW).	\$14.70
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For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW).	\$27.15
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For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (512.9 kW).	\$37.25
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For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW).	\$55.45
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For the installation or relocation of each boiler or compressor over 50	\$92.65
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horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW).

Air Handlers:

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached there to. Note: this fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code).	\$10.65
For each air-handling unit over 10,000 cfm (4719 Us).	\$18.10

Evaporative Coolers:

For each evaporative cooler other than the portable type.	\$10.65
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Ventilation and Exhaust:

For each ventilation fan connected to a single duct.	\$7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.	\$10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$10.65

Incinerators:

For the installation or relocation of each domestic-type incinerator.	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator.	\$14.50

Gas Piping:

Gas pipe (1-5 outlets)	\$10.65
Gas pipe (outlets over 5)	\$1.00 each

Miscellaneous:

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.	\$10.65
Gas water heater.	\$10.65

L. General Building Fees:

Building Code Change in Use or Occupancy fee:

Minimum 2 hour inspection charge (\$200.00) plus actual inspections at hourly rate (\$100.00 per hour).

Mobile Homes:

Mobile home permit	\$216.00
Temporary mobile home permit	\$263.00
Temporary mobile home for hardship	\$263.00
Non-insignia mobile home inspection	\$263.00

Re-Roof Permit Fees:

Single family residential	\$94.00
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Commercial and Multifamily	Based on building permit fee valuation table.
<u>Special Review of Oversized Buildings:</u>	\$138.00
<u>Condominium Conversion Review Fee:</u>	
Project fee	
1 to 30 units	\$667.00
31 to 99 units	\$1,665.00
100 or more units	\$3,332.00
Per unit fee	\$332.00
<u>Special Plan Review:</u>	\$100.00 per hour
<u>Pre-inspection Fees:</u>	
Fire or flood damage	\$311.00
Minimum housing or other code compliance	\$311.00
Relocation of structures	\$311.00
<u>Demolition Inspection Fee:</u>	\$94.00
<u>Billboard alteration or relocation site review:</u>	\$667.00
<u>Certification of Permit Completion:</u>	
Temporary occupancy certificate, per building or tenant space.	\$284.00
Final occupancy certification when more than one building permit, each additional building.	\$284.00
Final occupancy certification for individual condominiums or other portions of buildings, per unit.	\$128.00
Letter of completion for shell construction permits when more than one building permit, each additional building.	\$284.00
<u>Allowable Residential Discounts</u>	
Granted for the permit categories listed below based on the plan check amount calculated from the valuations.	
Registered plans and basic permits for single-family	25.00%
<u>Extension/Renewal Fee:</u>	
Extensions for final inspection only:	
Single-family residential	\$100.00
All other permits	\$100.00
All other extensions/renewals (including temporary reinstatement):	
Single-family residential / all other permits	\$100.00
Extension of temporary mobile home	\$131.00
Extension of temporary hardship mobile home	\$119.00
<u>Design Review Fees:</u>	\$100.00 per hour
<u>Other:</u>	

Inspections outside of normal hours	\$100.00 per hour
Re-inspection fees (Ordinance 00-0098)	\$100.00 per hour
Inspections for which no fee is specifically indicated	\$100.00 per hour
Additional plan review required by changes, additions or revisions to plans (minimum charge ½ hour).	\$100.00 per hour
For use of outside consultants for plan checking and inspections	Actual costs

M. Impact Fees:

<u>Transportation:</u>	<u>ITE Code</u>	
Single family residence	210	\$8,434.02 per unit
Multifamily	220	\$5,462.31 per unit
Per peak hour trip:		\$7,661.02 per trip
General light industrial	110	\$11.93 per sq. ft.
Manufacturing	140	\$9.01 per sq. ft.
Mini-warehousing	151	\$3.16 per sq. ft.
Condominium/townhouse	230	\$4,581.29 per unit
Mobile home park	240	\$4,926.81 per unit
Hotel	310	\$5,650.00 per unit
Motel	320	\$4,500.85 per unit
Marina	420	\$1,411.92 per berth
Golf course	430	\$2,298.31 per acre
Movie Theater	444	\$28.79 per sq. ft.
Racquet club	492	\$4.76 per sq. ft.
High School	530	\$4.61 per sq. ft.
Church	560	\$5.81 per sq. ft.
Hospital	610	\$14.10 per sq. ft.
Nursing home	620	\$1,466.32 per bed
General office building	710	\$18.15 per sq. ft.
Medical-dental building	720	\$42.74 per sq. ft.
Shopping center	820	\$9.30 per sq. ft.
Restaurant	932	\$49.66 per sq. ft.
Fast food restaurant without drive through	933	\$64.58 per sq. ft.
Fast food restaurant with drive through	934	\$83.91 per sq. ft.
Gas station	944	\$33,765.80 per pump
Gas station with convenience store	945	\$25,533.86 per pump
Supermarket	850	\$28.62 per sq. ft.
Convenience market	851	\$62.64 per sq. ft.
Drive-in bank	912	\$83.99 per sq. ft.

Park:

Single family residence	\$2,537.00 per unit
Multifamily	\$1,658.82 per unit
Mobile home	\$788.25 per unit

N. Fire Department Review Fees:

Fire review fees will be assessed per the approved contract with the Northshore Fire District #16 for all single family, multifamily, and commercial projects.

O. Right-of-Way Permits and Fees

Limited Right of Way Permit

Type A permit may be issued for activities within the right-of-way which will alter the surface or subsurface of the right-of-way. Examples include:

- Open cut trenching
- Culvert installation
- Above ground pedestals or utility boxes
- Paving operations in right-of-way
- Driveways
- Sidewalks
- Landscaping
- Shoulder improvements
- Beautification (no fee)

Application fee (includes review and 1 hour inspection):	\$200.00
Inspection fee in excess of 1 hour	\$100.00 per hour

Type B permit may be issued for temporary use of the right-of-way (24 hours or less) for activities that will not alter the right-of-way surface or sub-surface. Examples include:

- Parade
- Block party
- Temporary parking
- Temporary storage of dumpster/storage container

Application fee (includes review and inspection):	\$75.00
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Type C permit may be issued for temporary use of the right-of-way (more than 24 hours) which does not change the surface or subsurface. Also includes activities that require traffic plan and traffic plan review. Examples include:

- Street closures
- Commercial activities in the right-of-way
- Extended storage in right-of-way
- Right of way used as construction site for private development

Application fee (includes 1 hour inspection):	\$150.00
Inspection in excess of 1-hour	\$100.00 per hour
Use fee:	Fee = (use area) x \$20 per s.f. x days of usage/365 or a minimum of \$100 whichever is greater.

Access Right of Way Permit

Application fee (includes 1 hour review and 1 hour inspection)	\$200.00
Review fee in excess of 1 hour	\$100.00 per hour
Inspection fee in excess of 1 hour	\$100.00 per hour
Use fee:	
-Open to the public	\$0.00
-Limited (not open to the public)	Fee = (use area) x value* x 80% or a minimum of \$100 whichever is greater.

*Value of adjacent land according to the County Assessor records

Encroachment Permit

Application fee (includes 1 hour review and 1 hour inspection)	\$200.00
Review in excess of 1 hour	\$100.00 per hour
Inspection in excess of 1 hour	\$100.00 per hour
Use fee:	Fee = (use area) x value* x 80% or a minimum of \$100 whichever is greater.

*Value of adjacent land according to the County Assessor

Utility Franchise Fees:

Application fee	\$0.00
Review fee	\$100.00 per hour
Inspection fee:	\$100.00 per hour
Use fee:	\$0.00

State Route 522 Driveway Connection Permit Fee

Fee structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit application. A description of each category can be found in section 12.85.040 of the KMC. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the city may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the city in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:

Category I – Base fee for one connection:	
• Agricultural, forest, utility operation and maintenance	\$50.00
• Residential dwelling units (up to 10)- single connection	\$50.00 per dwelling
• Other, with 100 average weekday vehicle trip ends	\$500.00
• Fee per additional connection point	\$50.00
Category II – Base fee for one connection:	
• Less than 1,000 average weekday vehicle trip ends	\$1,000.00
• 1,000 to 1,500 average weekday vehicle trip ends	\$1,500.00
• Fee per additional connection point	\$250.00
Category III – Base fee for one connection:	
• 1,500 to 2,500 average weekday vehicle trip ends	\$2,500.00
• Over 2,500 average weekday vehicle trip ends	\$4,000.00
• Fee per additional connection point	\$1,000.00
Category IV – Base fee per connection:	\$100.00

Surety Bond. Prior to the beginning of construction of any connection, the city may require the permit holder to provide a surety bond as specified in WAC 468-34-020(3).

P. Special Events Permits

<u>Special Events Application Fee:</u>	\$100.00
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5. Animal Care and Control

A. Animal License and Registration Fees

<u>Pet License – Dog or Cat</u>	
Unaltered	\$60.00
Altered	\$30.00
<u>Juvenile Pet License – Dog or Cat</u>	\$15.00
<u>Discounted Pet License – Dog or Cat</u>	\$15.00
<u>Replacement Tag</u>	\$5.00
<u>Transfer Fee</u>	\$3.00
<u>Guard Dog Registration</u>	\$100.00
<u>Exotic Pet</u>	
New	\$500.00
Renewal	\$250.00
<u>Service Animal</u>	No Charge
<u>K-9 Police Dog</u>	No Charge
<u>Late Fees</u>	
Received 45-90 days following license expiration	\$15.00
Received 90-135 days following license expiration	\$20.00
Received more than 135 days following license expiration	\$30.00
Received more than 365 days following license expiration	\$30.00 plus license fee(s) for any year the pet was unlicensed

B. Animal Business and Activity Permit Fees

<u>Hobby Kennel and Hobby Cattery License</u>	\$50.00
<u>Private Animal Placement Permit</u>	No Charge

C. Civil Penalties

<u>General</u>	
No previous similar code violation within one year	\$50.00
One previous similar code violation within one year	\$100.00
Two or more similar code violation within one year	Double the rate of the previous penalty, up to a maximum of \$1000.00
<u>Vicious Animal or Animal Cruelty Violations</u>	
First violation within one year	\$500.00
Subsequent violations within one year	\$1000.00
<u>Dog Leash Law Violations</u>	
First violation within one year	\$25.00
Additional violations within one year	\$50.00
<u>Animal Abandonment</u>	\$500.00
<u>Unlicensed Cat or Dog</u>	
Altered cat or dog	\$125.00
Unaltered cat or dog	\$250.00

D. Service Fees

<u>Adoptions- per Animal, Including licensing and Spaying or Neutering of the Animal</u>	\$75.00-\$250.00 based upon adoptability
<u>Spay or Neutering Deposit – per Animal</u>	\$150.00

Impound or Redemption – Dogs, Cats, or Other Small Animals

First impound within one year	\$45.00
Second impound within one year	\$85.00
Third impound within one year	\$125.00
<u>Impound or Redemption – Livestock, Small</u>	\$45.00
<u>Impound or Redemption – Livestock, Large</u>	\$45.00 or actual cost of sheltering, whichever is greater

<u>Kenneling at King County Animal Shelter – per 24 hours or portion thereof In-Field</u>	
<u>Pick-up of an Owner's Deceased Unlicensed Pet or Pick-up of an Unlicensed Pet</u>	
<u>Released Voluntarily to the Regional Animal Service Section</u>	\$20.00
<u>Owner-requested Euthanasia (Unlicensed Pets)</u>	\$50.00
<u>Optional Microchipping for Adopted Pets</u>	\$25.00

6. Miscellaneous Fees

NSF (insufficient check) fee:	\$25.00
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Reports, copies, maps, etc.

Accident reports, case reports	\$0.15 per page
Ordinances, resolutions of findings	\$0.15 per page
Copies or computer printouts	\$0.15 per page
Audio duplications	\$5.00 per tape / CD (other than budget documents).

Recording Documents fee:	Actual costs or \$100 minimum whichever is greater
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Note: any maps, plans, blueprints, as-built maps, or budget documents to be provided at cost. Other items not specifically listed will be charged at a rate that will reimburse the City's total cost of duplicating that item. Additionally, if any requested items are to be mailed, the cost of the envelope and postage shall be charged to the requestor.

ATTACHMENT 3

City of Kenmore, Washington

~~2011~~2012 Fee Schedule



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1. Business Licenses

Type:

Adult Entertainment:

Device	\$50.00 each
Operator	\$500.00 per year
Premises	\$200.00 per year
Panoram Manager License	\$50.00 per year

Adult Cabaret:

Operator	\$500.00 per year
Cabaret Manager License	\$50.00 per year
Cabaret Entertainer License	\$50.00 per year
Adult Retail Business License	\$500.00 per year

Dance	\$200.00 per year \$100 per six months \$50.00 per one night
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Dance (non-profit, educational or City-sponsored)	Exempt
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Go Kart Track	\$500.00 per year
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Live Entertainment: music (other than mechanical); boxing or wrestling; exhibition skating; video arcades; pool halls; bowling alleys; race tracks and drag strips (if attendance is more than 2,000 people at a single event). Covers more than one skating rink, shooting gallery.	\$200.00 per year \$100 per six months \$50.00 per one night
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Amusement Parks – Permanent

For one to 10 units, inclusive	\$200.00 per year \$100.00 per six months
For more than 10 units	\$400.00 per year \$200 per six months

Carnivals

For one to 10 units, inclusive	\$40.00 per day
For more than 10 units	\$100.00 per day

Closing out sales

Closing out sale license – original license	\$300.00 per year
First 30-day renewal	\$200.00 per year
Second 30-day renewal	\$200.00 per year

Junk Shop License	\$300.00 per year
Junk Wagon License	\$40.00 per year

Massage Parlor/Bathhouse	\$150.00 per year
Massage Practitioner	\$50.00 per year
Theaters	\$100.00 per screen
Outdoor Musical Event (not sponsored by the City and with an admission fee)	\$750.00 per year
Pawnbroker	\$500.00 per year
Peddler/Solicitor	No fee
Secondhand Dealer	\$40.00 per year
Shuffleboard License	\$50.00 per year
Renewal of License, registration or permit late penalty	10% of the required fee
Transferability of license or permit	\$25.00

2. Code Enforcement Fees

Code Enforcement

Inspection/Posting	\$50.00 each
Re-inspection	\$50.00 each
Vehicle Abatement	\$225.00 minimum <u>Actual</u>

City costs

Vehicle Abatement Hearing	\$360.00 each minimum
Hearing Officer	\$215.00 per hour
Nuisance Abatement Hearing <u>Notice of Violation Appeal Hearing</u>	
\$100.00 each <u>125.00</u>	
Removal of Declaration	\$20.00
Recording fee	\$100.00
Violation of a stop work order	\$500.00

Housing Code Enforcement

Inspection/Posting	\$255.00 per hour
Re-Inspection plus Notice and Order	\$510.00
Hourly Rate	\$255.00
Appeal Fee	\$150.00 each
Closing Fee	\$255.00
Contract Abatement Fee	15% of the contract
Late Fee	25% of the amount due
Hearing Officer	\$215.00 per hour

The following fees apply to all enforcement actions:

Inspection Warrant	\$350.00 each
Attorney Fees	Rate per hour to be determined as established

Paralegal Services	by the City Attorney
Notary Services	contract for legal services.
Abatement	\$60.00 per hour
	\$10.00
	Actual cost of labor

3. Comprehensive Plan and Development Regulation Amendments

Prescreening / threshold review fee: \$200.00

Annual amendment cycle fee: (applicants whose amendment proposals are approved for consideration by the City Council) \$400.00

4. Land Development and Permitting

A. General

Development Review Technology fee: 3.00%

Applies to development permits and is based on development plan review fees and permit fees, not to include impact fees or land use decisions.

P-Suffix, M-P, and other required site plan reviews:

Initial plan review \$1,078.00
Each additional review for compliance, including signs and tenant improvements. \$163.00

Mobile home park and RV park plan review: \$3,561.00

Site Development Plan Application Fee: \$364.00

Landscape plan review:

Initial plan review based on site area
0 – 1 site acre \$211.00
1.1 – 2 site acres \$337.00
2.1 – 5 site acres \$507.00
5.1 – 10 site acres \$676.00
More than 10 site acres \$1,352.00
Each plan revision review \$324.00
Request for modification requiring public notice \$673.00

Landscape Construction Inspections

Landscape installation inspection \$269.00
Landscape maintenance bond release inspection \$269.00

Additional/excessive reviews and inspection fees:

Applies to all development permits; additional plan review or inspections required by changes, additions or revisions to plans or excess reviews of re-submittals will be billed at an hourly rate. \$100.00 per hour

B. Pre-Application Fees:

No fee

C. Zoning and Land Use Permits

<u>Request for Site Specific Rezones:</u>	\$3,000.00
<u>Conditional Use Permits (CUP) and Special Use Permits (SUP):</u>	
Administrative CUP & SUP	\$3,633.00
CUP/SUP with public hearing	\$8,501.00
Daycare with 24 children or less	\$1,365.00
Request for time extension	\$146.00
<u>Variances: (including variances from KMC 18.55)</u>	
Application review	\$2,500.00
Added fee when public hearing required	\$1,626.00
Agricultural land variance	\$1,953.00
Request for time extension	\$146.00
<u>Boundary line adjustment:</u>	\$574.00
Boundary line corrections:	\$200.00
<u>Communications Facility Application Fee:</u>	\$364.00
<u>Accessory dwelling unit: (ORD99-0052)</u>	\$50.00
Home Occupation Permit: (ORD99-0052)	\$50.00
<u>Change of use: (zoning only)</u>	\$50.00
<u>Amend adopted P-suffix conditions:</u>	\$2,241.00
Amend post-effective conditions	\$2,241.00
Pre-effective condition time extension:	\$1,400.00
<u>Reuse of closed public school facilities:</u>	\$1,400.00
<u>Land use inspections required by ordinance or zoning adjuster approval to monitor compliance with specific conditions affixed to a P-suffix zoning approval, unclassified use permit, or conditional use permit:</u>	\$100.00 per hour
Annual fee:	\$323.00
Plus per hour	\$100.00 per hour
<u>Local service area adjustment:</u>	
Base fee:	\$323.00
Added fee when public hearing required:	\$1,626.00
<u>Reasonable use exceptions:</u>	

Reasonable use exception:	\$2,500.00
Reasonable use exception – additional when combined with variance request.	\$903.00
Public agency and utility exception:	\$1,953.00

Transfer of development credit: sending site certification applications (up to a maximum of \$500.00) to qualify a proposed sending site and determine the number of credits available for transfer per application.

\$100.00 per hour

Master plan review:

\$10,000.00 deposit

Master plan review fees shall be an hourly fee to cover the cost of intake, development of scope of work, and all work performed under the scope of work. The deposit of \$10,000 shall be made at the time of application. The hourly fee shall be billed monthly. Staff time to be charged at an hourly rate of \$100.00 per hour, consultant time to be charged at the consultant's rate.

D. Subdivision – Preliminary Application Review Fees:

Preliminary Short Subdivisions:

Short subdivision 4 lots or less

Base fee: \$1,111.00

Plus per lot: \$140.00

Short subdivision 5 to 9 lots

Base fee: \$7,033.00

Plus per lot: \$153.00

Revision to approved preliminary: \$898.00

Short subdivision alteration: \$1,245.00

Request for time extension: \$100.00

Preliminary Subdivisions:

Initial Application

50 lots or less

Base fee: \$12,955.00

Plus per lot: \$167.00

More than 50 lots

Base fee: \$22,208.00

Plus per lot: \$37.00

Surcharge for applications utilizing lot clustering or flexible yard provisions (percent of initial fee: 10.00%

Major revision requiring new public hearing: \$3,886.00

Minor revisions submitted after preliminary approval (not necessitating additional hearings): \$925.00

Request for time extension: \$100.00

Local service area boundary adjustments: \$297.00

Subdivision alterations or subdivision vacations:

With public hearing: \$3,886.00

Without public hearing: \$1,944.00

Supplemental fee – a surcharge for applications involving significant environmental sensitive areas (percent of total

initial fee).	10.00%
Supplemental fee – remanded applications (percent of total application fee).	50.00%
<u>Preliminary Planned Unit Development (PUD):</u>	
Initial Application	
50 units or less	
Base fee:	\$12,955.00
Plus per acre fee:	\$467.00
Plus per unit fee:	\$18.50
More than 50 units	
Base fee:	\$22,207.50
Plus per acre fee:	\$37.00
Plus per unit fee:	\$18.50
Local service area boundary adjustment:	\$250.00
Minor revisions submitted after preliminary approval (not necessitating additional hearings):	\$925.00
Supplemental fee – remanded applications (percent of original total application fee):	50.00%
Major revision requiring new public hearing:	\$3,886.00
<u>Binding Site Plan:</u>	
Planned unit development based plan:	\$3,490.00
Building permit, as-built or site plan review based plan:	\$4,862.00
Conceptual plan:	\$5,733.00
Revision to a preliminary approved plan:	\$1,112.00
Revision to a final binding site plan:	\$1,996.00

E. Shoreline Management Permit

Substantial Development Permit

Total cost of proposed development:	
Up to \$10,000	\$1,280.00
\$10,001 to \$100,000	\$2,560.00
\$100,001 to \$500,000	\$6,399.00
\$500,001 to \$1,000,000	\$9,598.00
\$1,000,001 or more	\$12,797.00

<u>Single family Joint-Use Dock</u>	\$2,560.00
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Shoreline Conditional Use Permit

Non-forest practices	\$7,219.00
Forest practices	\$1,313.00

Shoreline Variance

Up to \$10,000 project value	\$2,166.00
\$10,001 or more project value	\$7,219.00

Shoreline re-designation from:

Natural	Base fee:	\$14,438.00
	Per shoreline lineal foot:	\$27.60
	Maximum:	\$54,144.00
Conservancy	Base fee:	\$11,550.00
	Per shoreline lineal foot:	\$27.60
	Maximum:	\$3,313.00
Urban or Rural	Base fee:	\$7,941.00
	Per shoreline lineal foot:	\$21.60
	Maximum:	\$2,485.00

Shoreline review of other permits or approvals for conditions: \$177.00

Shoreline Exemption: \$276.00

Supplemental Fees:

Request for an extension of a permit, calculated as a percentage of the original permit:	20.00%
Shoreline permit revision, calculated as a percentage of the original permit:	20.00%
Surcharge when public hearing required:	12.00%
Minimum	\$2,048.00
Permit compliance inspections	
Hourly rate (including travel time)	\$100.00 per hour
Plus per mile rate	\$0.50 per mile

F. Special Review Fees

State Environment Policy Act (SEPA) Review:

Environmental checklist:	
Base fee:	\$600.00
After six hours	\$100.00 per hour
Supplemental Determination of Nonsignificance (DNS), Mitigated Determination of Nonsignificance (MDNS), or Determination of Significance (DS) review	\$100.00 per hour
MDNS deposit	\$1,313.00
Environmental Impact Statement (EIS) deposit – a percentage of total estimated cost	33.00%
Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing, editing, publishing, mailing, distributing and contract administration:	
All fixed and contract costs, and time costs, per hour	\$100.00 per hour
Post MDNS, DEIS, FEIS OF SEIS publication work preparing or consulting on staff reports, permit conditions or public hearing testimony, per hour	\$100.00 per hour

Sensitive Critical Areas Review:

Applicants will be eligible for a refund of the portion of the base fee that is less

than the city's costs (including consultants, public notice (as necessary) and other associated expenses).

Review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments, right-of-way use permits:

Site review base fee

\$1,000.00

Plus, per hour

\$100.00 per hour

Review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits:

Site review base fee

\$1,000.00

Plus, per hour

\$100.00 per hour

Flood plain determination – certificate of elevation:

\$100.00

Plus, per hour

\$100.00 per hour

Review of mitigation plan compliance, per hour

\$100.00 per hour

Critical Areas review and inspections:

\$100.00 per hour

~~Commercial building permit, except schools, for each three thousand square feet, or fraction thereof, of floor area:~~

~~\$55.00~~

~~Commercial non-building permit, for each three thousand square feet, or fraction thereof~~

~~\$55.00~~

~~School building permit, for each forty thousand square feet, or fraction thereof, of total developed area including parking and play areas:~~

~~\$55.00~~

~~Multifamily residential permit, for each building~~

~~\$55.00~~

~~Single-family residential permit, excluding mobile home, for each permit:~~

~~\$55.00~~

~~Final plat, for each lot:~~

~~\$55.00~~

~~Final short plat, for each lot:~~

~~\$55.00~~

~~Sensitive areas reasonable use or utility exception for each permit:~~

~~\$55.00~~

~~Shoreline development permit, for each permit:~~

~~\$55.00~~

~~Clearing permit, for each permit:~~

~~\$55.00~~

~~Grading permit, for each acre or portion of acre distributed or rehabilitated:~~

~~\$55.00~~

~~Time extension for clearing or grading permit, for each permit:~~

~~\$55.00~~

Inspection and monitoring, per hour:

\$100.00 per hour

Appeals:

Appeals to the hearing examiner from decisions of the ~~zoning adjuster~~

City:

\$125.00

Departmental review of non-departmental permits:

\$100.00 per hour

~~Review of road vacation requests~~

~~\$751.00~~

~~Review of road standard variances~~

~~\$656.00~~

~~Review of drainage design adjustments:~~

~~Standard adjustment review~~

~~\$656.00~~

~~Revisions and submittals, per hour~~

~~\$400.00 per hour~~

~~Complex adjustment review~~

~~\$1,376.00~~

~~Revisions and submittals, per hour~~

~~\$400.00 per hour~~

~~Pre-application adjustment review, per hour~~

~~\$400.00 per hour~~

Deposit	\$3,600.00
Experimental design adjustment review, departmental portion only	\$125.00
Support of water and land resources division adjustment review and monitoring per hour	\$100.00 per hour

Review and monitoring of master drainage plans, per hour \$100.00 per hour

G. Engineering General Permitting & Inspection Fees

Parking Review Fee:

New or additional spaces:

First 0-25 spaces	\$23.00 each space
Next 26-50	\$20.70 each space
Next 51-75	\$16.30 each space
Next 76-150	\$16.30 each space
Anything above 150	\$11.80 each space
Minimum fee	\$296.10

Alterations, change in use or increase area, with no additional spaces.

\$296.00

Clearing Permit:

	<u>Base fee</u>		<u>Hourly Fee</u>
Permit plan review (minimum 1 acre)			
1 – 5 acres	\$73.50	+	\$0.00
5.1 acres or more	\$367.50	+	\$100.00 per hour
Field inspections			\$100.00 per hour

Drainage Review:

Residential drainage requirement review base fee:

Small site drainage review	\$238.00
Targeted drainage reviews	\$143.00
Full drainage review:	\$234.00
Simple review	\$293.00
Complex review	\$676.00

Commercial drainage plan review base fee:

\$570.00

Total distributed area:	Targeted drainage review #1, 2, and 3	Full drainage review and targeted drainage review for #4
0 - .50 site acre	\$ 895.00	\$1,119.00
.51 – 1 site acre	\$ 1,234.00	\$1,543.00
1.1 – 2 site acres	\$ 2,255.00	\$2,819.00
2.1 – 5 site acres	\$ 4,951.00	\$6,189.00
5.1 – 10 site acres	\$ 5,964.00	\$7,456.00
More than 10 acres	\$ 6,640.00	\$8,300.00

Traffic Impact Analysis review:

Level 1 (10 P.M. Peak Hour Trips or Less)	\$337.00
Level 2 (11-75 P.M. Peak Hour Trips)	\$800.00
Level 3 (Over 75 P.M. Peak Hour Trips)	\$1,600.00

Grading Permit:

Grading permit review fees are based on the total of the two tables listed below:

Table 1:

Volume	<u>Base fee</u>		<u>Per 100 cubic yards</u>
0 to 500 cubic yards	\$0.00	+	\$28.40
501 to 3,000 cubic yards	\$54.00	+	\$39.20
3,001 to 10,000 cubic yards	\$339.00	+	\$26.10
10,001 to 20,000 cubic yards	\$2,159.00	+	\$7.90
20,001 to 40,000 cubic yards	\$3,319.00	+	\$2.10
40,001 to 80,000 cubic yards	\$3,599.00	+	\$1.40
80,001 cubic yards or more	\$4,239.00	+	\$0.60

Table 2:

Disturbed Area	<u>Base fee</u>		<u>Per acre</u>
Up to 1 acre	\$176.00	+	\$819.40
1.1 to 10 acres	\$381.00	+	\$614.30
10.1 to 40 acres	\$2,916.00	+	\$360.80
40.1 to 120 acres	\$10,428.00	+	\$176.00
120.1 to 360 acres	\$22,944.00	+	\$68.70
360.1 acres or more	\$34,716.00	+	\$36.00

Grading Plan Revision fee:

Hourly rate

\$100.00 per hour

Grading permit operation monitoring fees (inspection fees):

The operation monitoring fee shall be calculated by adding the applicable amount from the Annual Volume Table (below) to an amount equal to \$215.00 per acre distributed and not rehabilitated during the monitoring period, to a maximum of \$10,000.00.

Annual Volume Table:

Volume deposited or removed	<u>Base fee</u>		<u>Per 100 cubic yards</u>
0 to 3,000 cubic yards	\$0.00	+	\$102.20
3,001 to 10,000 cubic yards	\$2,550.00	+	\$17.20
10,001 to 20,000 cubic yards	\$3,760.00	+	\$5.10
20,001 to 40,000 cubic yards	\$4,280.00	+	\$2.50
40,001 cubic yards or more	\$4,680.00	+	\$1.50
Reclamation bond release inspection			\$225.00
Re-inspection of non-bonded actions			\$225.00

Construction Inspections Fees:

Bond quantities worksheet amount (line "T")	<u>Initial fee + additional fee based on bond</u>
\$0 – \$30,000	\$213.00 + \$119.00 / \$1,000.00 bond
\$30,001 - \$120,000	\$2,253.00 + \$51.00 / \$1,000.00 bond
\$120,001 or more	\$6,693.00 + \$1400 / \$1,000.00 bond
Additional inspection after 1-year	\$100.00 per hour

Maintenance bond inspection fees:

Bond quantities worksheet amount (line "T")	<u>Initial fee + additional fee based on bond</u>
\$0 – \$30,000.	\$461.00+\$15.30 / \$1,000.00 bond
\$30,001 - \$120,000	\$770.00+\$5.00 / \$1,000.00 bond

\$120,001 or more

\$1,166.00+\$1.70 / \$1,000 bond

H. Engineering Subdivision Plan Review and Inspection Fees

Short Subdivision:

Short subdivision 4 lots or less

Base fee: \$2,087.00

Plus per lot: \$209.00

Short subdivision 5 to 9 lots

Base fee: \$4,148.00

Plus per lot: \$209.00

Additional review in excess of initial fees \$100.00 per hour

Subdivision:

Engineering plan review:

30 lots or less

Base fee: \$6,209.00

Plus per lot: \$33.60

31 lots or more

Base fee: \$6,710.00

Plus per lot: \$16.90

Revisions and re-submittals

Each occurrence \$119.00

Additional review in excess of initial fees \$100.00 per hour

Planned Unit Development:

Engineering plan review:

30 units or less

Base fee: \$6,209.00

Plus per unit: \$46.10

31 units or more

Base fee: \$6,911.00

Plus per unit: \$22.70

Revisions and re-submittals

Each occurrence \$119.00

Additional review in excess of initial fees \$100.00 per hour

Conceptual Binding Site Plan:

(Including conceptual commercial binding site plan)

Plan and profile base fee: \$4,132.00

Revisions and re-submittals

Each occurrence \$119.00

Plus per hour \$100.00 per hour

Subdivision construction permit fee:

Landscape installation inspection \$269.00

Landscape maintenance bond release inspection \$269.00

Subdivision – final approval fees:

Final short subdivision 4 lots or less \$1,922.00

Final short subdivision 5 to 9 lots \$3,873.00

Final short plat subdivision alteration	\$714.00
Final plat subdivision	
30 lots or less	
Base fee:	\$5,825.00
Plus per lot:	\$69.10
31 lots or more	
Base fee:	\$6,470.00
Plus per lot:	\$47.60
Subdivision alteration	\$1,077.00
Modification of a recorded building envelope:	\$541.00
Request for name change	\$192.00
Final planned unit development:	\$4,530.00
Request for time extension	\$145.00
Request for name change	\$192.00
Final building site plan:	\$3,081.00

Subdivision – post final fees:

Maintenance bond inspection fees:

Bond amount:	Initial Fee	
\$0 - \$30,000	\$461.00	+ \$15.30 per \$1,000.00 bond
\$30,001 - \$120,000	\$770.00	+ \$5.00 per \$1,000.00 bond
\$120,001 or more	\$1,166.00	+ \$1.70 per \$1,000.00 bond

I. Building Permit Fees:

Building permit fees are based on valuation. The table below establishes the permit fee from the valuation. Valuation is determined by type of construction and square footage or from a contractor's bid. The most recent edition of the Building Safety Journal determines the type of construction and square footage factor.

Total Valuation	Fee
\$1.00 - \$500.00	\$23.50
\$501.00 - \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.
\$2,001.00 - \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001.00 - \$50,000.00	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and
\$50,001.00 - \$100,000.00	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including
\$100,001.00-\$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001.00 - \$1,000,000.00	\$3,223.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including

\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof.
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Building Plan Check Fees:

Plan check fees shall be 65% of the building permit fee plus the calculated cost of drainage review (if required). If the plan is a "basic", as determined by the Building Official, the plan check fee shall be 25% of the permit fee.

J. Plumbing Permit Fees:

The fee for single-family residential plumbing permit ~~is~~ based on the following table, non-single-family residential permits are based on actual valuation of all fixtures, materials and installation as submitted to and determined by the Building Official. The permit fee for non-single-family residential permits shall be based on valuation and determined by the Building Permit Table on page 5. When plan check is required, as determined by the Building Official, the plan check fee for all permits will be 65% of the permit fee.

Base fee	\$23.50
Plus:	
For each plumbing fixture on one trap or set of fixtures on one trap.	\$10.00
Roof drain	\$10.00 each
Electrical water heater	\$10.00 each
Grease trap	\$10.00 each
Alteration or repair of water piping or water treating equipment.	\$10.00 each
	fixture
Back flow devices (other than atmospheric vacuum breakers).	\$10.00 each
Other	\$10.00 each

K. Mechanical Permit Fees:

The fees for each permit shall be set forth in the following table, except non-single-family residential permits, which shall be based on actual valuation of all equipment and installation as submitted to and determined by the Building Official. The permit fee for non-residential permits shall be based on valuations and determined by the Building Permit Table. When plan check is required, as determined by the Building Official, the plan check fee for all permits will be 65% of the permit fee.

Base Fee:	\$23.50
Plus:	
<u>Furnaces:</u>	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW).	\$14.80
For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW):	\$18.20
For the installation or relocation of each floor furnace, including vent:	\$14.80

For the installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater.	\$14.80
<u>Appliance Vents:</u>	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$7.25
<u>Repairs or Additions:</u>	
For the repair or alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$13.70
<u>Boilers, Compressors and Absorption Systems:</u>	
For the installation and relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3kW).	\$14.70
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW).	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (512.9 kW).	\$37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW).	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW).	\$92.65
<u>Air Handlers:</u>	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached there to. Note: this fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code).	\$10.65
For each air-handling unit over 10,000 cfm (4719 Us).	\$18.10
<u>Evaporative Coolers:</u>	
For each evaporative cooler other than the portable type.	\$10.65
<u>Ventilation and Exhaust:</u>	
For each ventilation fan connected to a single duct.	\$7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.	\$10.65

For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$10.65
<u>Incinerators:</u>	
For the installation or relocation of each domestic-type incinerator.	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator.	\$14.50
<u>Gas Piping:</u>	
Gas pipe (1-5 outlets)	\$10.65
Gas pipe (outlets over 5)	\$1.00 each
<u>Miscellaneous:</u>	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.	\$10.65
Gas water heater.	\$10.65
L. General Building Fees:	
<u>Building Code Change in Use or Occupancy fee:</u>	Minimum 2 hour inspection charge (\$200.00) plus actual inspections at hourly rate (\$100.00 per hour).
<u>Mobile Homes:</u>	
Mobile home permit	\$216.00
Temporary mobile home permit	\$263.00
Temporary mobile home for hardship	\$263.00
Non-insignia mobile home inspection	\$263.00
<u>Re-Roof Permit Fees:</u>	
Single family residential	\$94.00
Commercial and Multifamily	Based on building permit fee valuation table.
<u>Special Review of Oversized Buildings:</u>	\$138.00
<u>Condominium Conversion Review Fee:</u>	
Project fee	
1 to 30 units	\$667.00
31 to 99 units	\$1,665.00
100 or more units	\$3,332.00
Per unit fee	\$332.00
<u>Special Plan Review:</u>	\$100.00 per hour
<u>Pre-inspection Fees:</u>	
Fire or flood damage	\$311.00
Minimum housing or other code compliance	\$311.00
Relocation of structures	\$311.00
<u>Demolition Inspection Fee:</u>	\$94.00

Billboard alteration or relocation site review: \$667.00

Certification of Permit Completion:

Temporary occupancy certificate, per building or tenant space. \$284.00

Final occupancy certification when more than one building permit, each additional building. \$284.00

Final occupancy certification for individual condominiums or other portions of buildings, per unit. \$128.00

Letter of completion for shell construction permits when more than one building permit, each additional building. \$284.00

Allowable Residential Discounts

Granted for the permit categories listed below based on the plan check amount calculated from the valuations.

Registered plans and basic permits for single-family 25.00%

Extension/Renewal Fee:

Extensions for final inspection only:

Single-family residential \$100.00

All other permits \$100.00

All other extensions/renewals (including temporary reinstatement):

Single-family residential / all other permits \$100.00

Extension of temporary mobile home \$131.00

Extension of temporary hardship mobile home \$119.00

Design Review Fees: \$100.00 per hour

Other:

Inspections outside of normal hours \$100.00 per hour

Re-inspection fees (Ordinance 00-0098) \$100.00 per hour

Inspections for which no fee is specifically indicated \$100.00 per hour

Additional plan review required by changes, additions or revisions to plans (minimum charge ½ hour). \$100.00 per hour

For use of outside consultants for plan checking and inspections Actual costs

M. Impact Fees:

Transportation:

	<u>ITE Code</u>	
Single family residence	210	\$8,086,318,434.02 per unit
Multifamily	220	\$5,237,115,462.31 per unit
Per peak hour trip:		\$7,345,187,661.02 per trip
General light industrial	110	\$11,4411.93 per sq. ft.

Manufacturing	140	\$3,649.01 per sq. ft.
Mini-warehousing	151	\$3,933.16 per sq. ft.
Condominium/townhouse	230	\$4,392,424,581.29 per unit
Mobile home park	240	\$4,723,694,926.81 per unit
Hotel	310	\$5,417,075,650.00 per unit
Motel	320	\$4,315,294,500.85 per unit
Marina	420	\$1,353,711,411.92 per berth
Golf course	430	\$2,203,562,298.31 per acre
Movie Theater	444	\$27,6128.79 per sq. ft.
Racquet club	492	\$4,564.76 per sq. ft.
High School	530	\$4,424.61 per sq. ft.
Church	560	\$5,575.81 per sq. ft.
Hospital	610	\$13,5214.10 per sq. ft.
Nursing home	620	\$1,405,871,466.32 per bed
General office building	710	\$17,4018.15 per sq. ft.
Medical-dental building	720	\$40,9842.74 per sq. ft.
Shopping center	820	\$8,929.30 per sq. ft.
Restaurant	932	\$47,6149.66 per sq. ft.
Fast food restaurant without drive through	933	\$61,9264.58 per sq. ft.
Fast food restaurant with drive through	934	\$80,4583.91 per sq. ft.
Gas station	944	\$32,373,7333,765.80 per pump
Gas station with convenience store	945	\$24,481,1725,533.86 per pump
Supermarket	850	\$27,4428.62 per sq. ft.
Convenience market	851	\$60,0662.64 per sq. ft.
Drive-in bank	912	\$80,5383.99 per sq. ft.
<u>Park:</u>		
Single family residence		\$2,432,412,537.00 per unit
Multifamily		\$1,590,431,658.82 per unit
Mobile home		\$755,75788.25 per unit

N. Fire Department Review Fees:

Fire review fees will be assessed per the approved contract with the Northshore Fire District #16 for all single family, multifamily, and commercial projects.

O. Right-of-Way Permits and Fees

Limited Right of Way Permit

Type A permit may be issued for activities within the right-of-way which will alter the surface or subsurface of the right-of-way. Examples include:

- Open cut trenching
- Culvert installation
- Above ground pedestals or utility boxes
- Paving operations in right-of-way
- Driveways
- Sidewalks
- Landscaping
- Shoulder improvements
- Beautification- (no fee)

Application fee (includes review and 1 hour inspection):

\$200.00

Review fee:

Less than 100 square feet

\$50.00

Greater than 100 square feet

\$100.00 per each 100 square feet.

Inspection fee in excess of 1 hour

\$100.00 per hour

Type B permit may be issued for temporary use of the right-of-way (24 hours or less) for activities that will not alter the right-of-way surface or sub-surface. Examples include:

- Parade
- Block party
- Temporary parking
- Temporary storage of dumpster/storage container

Application fee (includes review and inspection):

\$75.00

Type C permit may be issued for temporary use of the right-of-way (more than 24 hours) which does not change the surface or subsurface. Also includes activities that require traffic plan and traffic plan review. Examples include:

- Street closures
- Commercial activities in the right-of-way
- Extended storage in right-of-way
- Right of way used as construction site for private development

Application fee (includes 1 hour inspection):

\$150.00

Inspection in excess of 1-hour-varies and will be billed at an hourly rate

Use fee:

\$100.00 per hour
 $\text{Fee} = (\text{use area}) \times \20
per s.f. x days of
usage/365 or a
minimum of \$100
whichever is greater.

Access Right of Way Permit

Application fee (includes 1 hour review and 1 hour inspection)

\$200.00

Review fee in excess of 1 hour

\$100.00 per hour

Inspection fee in excess of 1 hour

\$100.00 per hour

Use fee:

-Open to the public

\$0.00

-Limited (not open to the public)

$\text{Fee} = (\text{use area}) \times$
value* x 80% or a
minimum of \$100
whichever is greater.

*Value of adjacent land according to the County Assessor records

Encroachment Permit

Application fee (includes 1 hour review and 1 hour inspection)	\$200.00
Review in excess of 1 hour	\$100.00 per hour
Inspection in excess of 1 hour	\$100.00 per hour
Use fee:	Fee = (use area) x value* x 80% or a minimum of \$100 whichever is greater.
*Value of adjacent land according to the County Assessor	

Utility Franchise Applications Fees:

Application fee	\$0.00
Review fee	\$100.00 per hour
Inspection fee:	\$100.00 per hour
Use fee:	\$0.00
Pole Lines	
• Power, telephone, etc. (every six poles or portion thereof)	\$200.00
Water, sewer, gas or oil, cable or conduit	
• Installing mains (1000 linear feet or less)	\$200.00
• Additional 1000 linear feet or fraction thereof	\$180.00
• Excavations for connection	\$200.00
Attachment to existing poles for every three attachments	\$140.00
Immediate response permit request	Additional \$60.00
Maintenance Permits	
• 0 to 50 connections	\$200.00
• 51 to 100 connections	\$250.00
• 101 to 200 connections	\$300.00
• 201 to 500 connections	\$400.00
• 501 or more	\$450.00
Utility Franchise Inspection Fees:	\$100.00 per hour

State Route 522 Driveway Connection Permit Fee

Fee structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit application. A description of each category can be found in section 12.85.040 of the KMC. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the city may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the city in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:

Category I – Base fee for one connection:	
• Agricultural, forest, utility operation and maintenance	\$50.00
• Residential dwelling units (up to 10)- single connection	\$50.00 per dwelling
• Other, with 100 average weekday vehicle trip ends	\$500.00
• Fee per additional connection point	\$50.00
Category II – Base fee for one connection:	
• Less than 1,000 average weekday vehicle trip ends	\$1,000.00
• 1,000 to 1,500 average weekday vehicle trip ends	\$1,500.00
• Fee per additional connection point	\$250.00
Category III - Base fee for one connection:	
• 1,500 to 2,500 average weekday vehicle trip ends	\$2,500.00

• Over 2,500 average weekday vehicle trip ends	\$4,000.00
• Fee per additional connection point	\$1,000.00
Category IV – Base fee per connection:	\$100.00

Surety Bond. Prior to the beginning of construction of any connection, the city may require the permit holder to provide a surety bond as specified in WAC 468-34-020(3).

P. Special Events Permits

<u>Special Events Application Fee:</u>	\$100.00
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5. Animal Care and Control

A. Animal License and Registration Fees

<u>Pet License – Dog or Cat</u>	
<u>Unaltered</u>	<u>\$60.00</u>
<u>Altered</u>	<u>\$30.00</u>
<u>Juvenile Pet License – Dog or Cat</u>	<u>\$15.00</u>
<u>Discounted Pet License – Dog or Cat</u>	<u>\$15.00</u>
<u>Replacement Tag</u>	<u>\$5.00</u>
<u>Transfer Fee</u>	<u>\$3.00</u>
<u>Guard Dog Registration</u>	<u>\$100.00</u>
<u>Exotic Pet</u>	
<u>New</u>	<u>\$500.00</u>
<u>Renewal</u>	<u>\$250.00</u>
<u>Service Animal</u>	<u>No Charge</u>
<u>K-9 Police Dog</u>	<u>No Charge</u>
<u>Late Fees</u>	
<u>Received 45-90 days following license expiration</u>	<u>\$15.00</u>
<u>Received 90-135 days following license expiration</u>	<u>\$20.00</u>
<u>Received more than 135 days following license expiration</u>	<u>\$30.00</u>
<u>Received more than 365 days following license expiration</u>	<u>\$30.00 plus license fee(s) for any year the pet was unlicensed</u>

B. Animal Business and Activity Permit Fees

<u>Hobby Kennel and Hobby Cattery License</u>	<u>\$50.00</u>
<u>Private Animal Placement Permit</u>	<u>No Charge</u>

C. Civil Penalties

<u>General</u>	
<u>No previous similar code violation within one year</u>	<u>\$50.00</u>
<u>One previous similar code violation within one year</u>	<u>\$100.00</u>
<u>Two or more similar code violation within one year</u>	<u>Double the rate of the previous penalty, up to a maximum of \$1000.00</u>
<u>Vicious Animal or Animal Cruelty Violations</u>	
<u>First violation within one year</u>	<u>\$500.00</u>

<u>Subsequent violations within one year</u>	<u>\$1000.00</u>
<u>Dog Leash Law Violations</u>	
<u>First violation within one year</u>	<u>\$25.00</u>
<u>Additional violations within one year</u>	<u>\$50.00</u>
<u>Animal Abandonment</u>	<u>\$500.00</u>
<u>Unlicensed Cat or Dog</u>	
<u>Altered cat or dog</u>	<u>\$125.00</u>
<u>Unaltered cat or dog</u>	<u>\$250.00</u>
<u>D. Service Fees</u>	
<u>Adoptions- per Animal, Including licensing and Spaying or Neutering of the Animal</u>	<u>\$75.00-\$250.00 based upon adoptability</u>
<u>Spay or Neutering Deposit – per Animal</u>	<u>\$150.00</u>
<u>Impound or Redemption – Dogs, Cats, or Other Small Animals</u>	
<u>First impound within one year</u>	<u>\$45.00</u>
<u>Second impound within one year</u>	<u>\$85.00</u>
<u>Third impound within one year</u>	<u>\$125.00</u>
<u>Impound or Redemption – Livestock, Small</u>	<u>\$45.00</u>
<u>Impound or Redemption – Livestock, Large</u>	<u>\$45.00 or actual cost of sheltering, whichever is greater</u>
<u>Kenneling at King County Animal Shelter – per 24 hours or portion thereof In-Field</u>	
<u>Pick-up of an Owner's Deceased Unlicensed Pet or Pick-up of an Unlicensed Pet Released Voluntarily to the Regional Animal Service Section</u>	<u>\$20.00</u>
<u>Owner-requested Euthanasia (Unlicensed Pets)</u>	<u>\$50.00</u>
<u>Optional Microchipping for Adopted Pets</u>	<u>\$25.00</u>

6. Miscellaneous Fees

NSF (insufficient check) fee:	\$25.00
<u>Reports, copies, maps, etc.</u>	
Accident reports, case reports	\$0.15 per page
Ordinances, resolutions of findings	\$0.15 per page
Copies or computer printouts	\$0.15 per page
Audio duplications	\$5.00 per tape / CD (other than budget documents).
<u>Recording Documents fee:</u>	<u>Actual costs or \$100 minimum whichever is greater</u>

Note: any maps, plans, blueprints, as-built maps, or budget documents to be provided at cost. Other items not specifically listed will be charged at a rate that will reimburse the City's total cost of duplicating that item. Additionally, if any requested items are to be mailed, the cost of the envelope and postage shall be charged to the requestor.