

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED City Council Regular Meeting Agenda
7:00 p.m., Monday, March 18, 2013
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. 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.

VI. PRESENTATION

- A. Slough Race Artwork & Proposal - Amberly "Gaul" Culley

VII. CONSENT AGENDA

- A. Approve Minutes for February 19, 2013 Regular & Joint City Council/Planning Commission Meeting and February 25, 2013 Special and Regular City Council Meeting
- B. Approve Check Nos. 27409 - 27477 in the Amount of \$239,132.56 and Electronically Transferred Payroll Funds Totaling \$60,288.11 for the Period Ending March 4, 2013
- C. Authorize WDFW Restroom Capital Improvement Interlocal Agreement - Contract No. 13-C1117
- D. Approve Amendment No. 3 to Contract No. 12-C1036 with Rod Stevens dba Spinnaker Strategies - Nancy Ousley, Assistant City Manager

VIII. BUSINESS AGENDA

- A. Annual Police Service Highlights & Data 2012 - Cliff Sether, Chief of Police
- B. Squire's Landing Restoration - Presentation and Status Report - Debbie Bent, Community Development Director
- C. Northshore Summit Park Survey - Discussion and Direction - Debbie Bent, Community Development Director

IX. STAFF REPORT

X. COUNCILMEMBER COMMENTS/REPORTS

XI. EXECUTIVE SESSION

Pursuant to RCW 40.32.110(1)(i), Potential Litigation, and RCW 40.32.110(1)(c), Property Disposition

XII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XIII. ADJOURNMENT

Upcoming Meetings:

Tuesday, March 19, 2013	Planning Commission Regular Meeting	7:00 p.m.
Monday, March 25, 2013	City Council Regular Meeting	7:00 p.m.
Monday, April 1, 2013	City Council Special Executive Session Meeting	7:00 p.m.
Tuesday, April 2, 2013	Planning Commission Regular Meeting	7:00 p.m.
Monday, April 8, 2013	City Council Regular Meeting	7:00 p.m.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Presentation from Amberly "Gaul" Culley regarding Slough Race Artwork Overview and Proposal

For Council Meeting Agenda of: 18 March 2013

Department: Executive

Prepared by: Leslie Harris *LH*

Proposed Council Action/Motion:
Presentation and possible discussion

Initial & Date
Approved by Department Head: *NKS 4 Mar 2013*
Approved by City Attorney: _____
Approved by Finance Director: *gme 3/6/13*
Approved by City Manager: *ABK*

Exhibits/Attachments:

Expenditure Required

Amount Budgeted

Appropriation Required

\$0; Art Fund balance \$68,964

INFORMATION/BACKGROUND:

Amberly "Gaul" Culley, a Kenmore resident, approached the City in the fall of last year with a vision to create a community engagement event and a series of artworks that celebrates the significance of the Sammamish Slough. After months of planning, the privately-organized event is scheduled for Sunday, April 7, 2013 from noon to 4 p.m. at Kenmore City Hall and Kenmore Village Park & Ride lot.

The City is a supporting sponsor of the event. As a supporting sponsor, the City has agreed to offer the following:

- Permit the use of the City Hall Council Chambers, Community Meeting Room and Kenmore Village Park & Ride lot, waiving fees and insurance requirements
- Assist in event promotion including printing of the 11x17 posters

At the March 18 Council meeting, Ms. Culley is going to present a proposal to the City for the purchase of two art pieces. In addition, Ms. Culley plans to request funding for event expenses.

FISCAL CONSIDERATION:

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

A message from the Artist *A Gaul Culley*

Over the last three months my mission has been to use the creative process to establish a series of artworks and a yearly inter-city community engagement event that celebrates the elemental value that the “Builders of our communities” and the Sammamish River are to the cities of Kenmore, Bothell, Woodinville and Redmond. The first year highlights “Recreation” on the Sammamish River. (The painted rendering of the Sammamish River (to the viewer’s left) pre-dates the dredging of the River by the Army Corp of Engineers in the late 1960’s.)

Through this process I’ve had the chance to collaborate with the Historical/Heritage Societies of Kenmore, Bothell and Redmond, city officials of Kenmore, Bothell and Redmond, 4Culture, The Seattle Outboard Association, The Hydroplane Museum, The Center for Wooden Boats, as well as local businesses that include Woodshed Embroidery, Jet City Printing, and Armfield Painting, to name a few.

My practice focuses on the interconnection of identity and place, and often is articulated through media that includes: drawing, painting, printmaking, sculpture and public art. “**The Winners and The Innovators**” reestablishes visual narratives of the Sammamish River “Slough Boat Races” and will be translated into etched glass murals and placed alongside the Sammamish River to commemorate this historic event.

A Gaul Culley received her MFA in Printmaking from San Francisco State University in 2012.

A little background information about Seattle and boat racing...

Seattle was a little known community before 1950 when the Unlimited Hydroplane SLO-MO-SHUN IV surprised the nation, winning the Gold Cup in Detroit. This was significant, as the winner of the Gold Cup played host to the race the following year. Thus, Seafair was born.

During the years of 1933 through 1976, even before the SLO-MO hosted the Gold Cup, the Sammamish River “Slough Race” opened outboard boat racing season, whereas Seafair was the last. Many participants of this race considered it to be the most important race of the season. Hydroplane racing greats like Bill Muncie, Lee Sutter and Chip Hanauer raced the slough. It was estimated that over 80,000 spectators attended this yearly death-defying race every year.

The Event:

4 Culture, in collaboration with artist **A Gaul Culley** and the **City of Kenmore**, would like to invite you to:

Remembering History:

The Sammamish Slough Boat Races (1933-1976)

Public Lecture, Classic Boat Show and Origami Boat Building Workshop

When: Sunday, April 7, 2013

Where: Kenmore City Hall

Time: Noon-4pm

What will happen at the event?

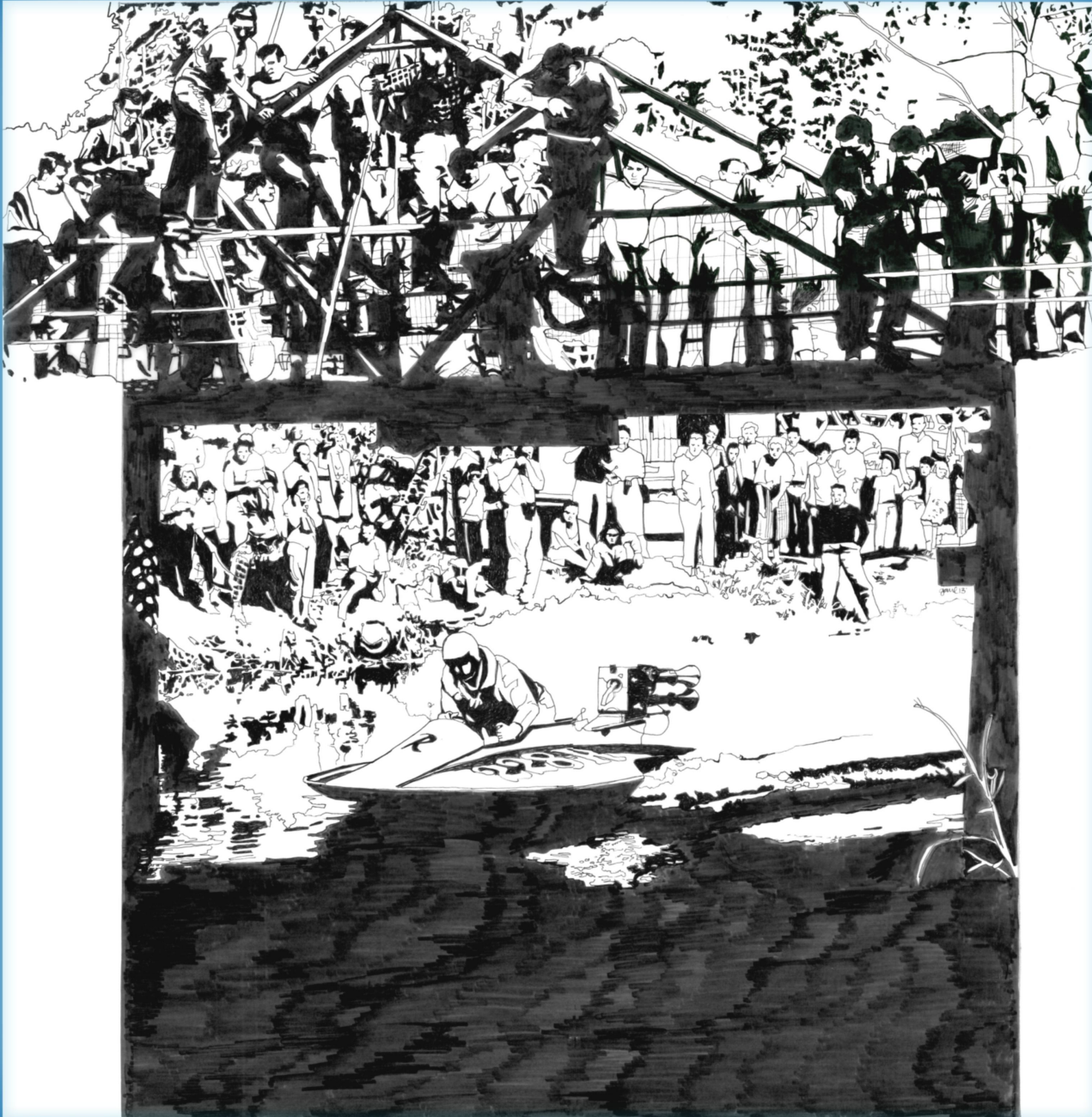
Come **listen** to a series of lectures from local boat racing historians, past “Slough Boat Race” drivers, as well as community members that were spectators of the event. **Look** at videos and photographs pulled from the archives of the Kenmore, Bothell and Redmond historical societies, **wander** to the “Classic Boat Show,” and see the Unlimited Hydroplane MISS WAHOO, as well as other classic hydroplane race boats.

Bring the whole family: Create and decorate your very own origami boat with artist A Gaul Culley.

We hope to see you there!

Remembering History:

Sammamish River / Slough Boat Races (1933 - 1976)



**Sunday, April 7th, 2013 From 12:00 Noon - 4pm at
Kenmore City Hall - 18120 68th Ave NE**

*Public Lecture, Classic Boat Show and
Origami Boat Building Workshop*

For more information please visit www.kenmorewa.gov/events

Sponsored By:



*Bothell Historical
Museum Society*

Remembering History:

Sammamish River / Slough Boat Races (1933 - 1976)



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Sponsored By:



*Bothell Historical
Museum Society*

**City of Kenmore, Washington
City Council Regular and
Joint City Council/Planning Commission Meeting
Minutes
February 19, 2013**

CALL TO ORDER – Mayor Baker called the regular meeting to order at 6:40 p.m.

Councilmembers present: Mayor David Baker and Councilmembers Brent Smith, Laurie Sperry, Allan Van Ness, and Glenn Rogers

Councilmembers excused: Deputy Mayor Bob Hensel and Councilmember Milton Curtis

Staff present: Rob Karlinsey, City Manager; Debbie Bent, Director of Community Development; Lauri Anderson, Senior Planner; and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concerns regarding development. He made reference to a 2001 King County Superior Court consent decree to Pioneer Towing, Inc.

Dave Crawford, 7534 NE 175th Street, Kenmore, was present to state his concerns regarding the use of the old fire station property.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Sperry moved to approve the consent agenda as submitted.
Councilmember Rogers seconded the motion to Award Contract No. 13-C1112 for Log Boom Park Pier and Rhododendron Park Floats. The motion passed unanimously.

STAFF REPORT

City Manager Karlinsey stated that a joint letter on regional tolling impacts is being prepared to go to the Governor and State legislators this week, planned to be in time for the comment deadline. The letter will be signed by Kenmore, Lake Forest Park, Bothell, Woodinville and Kirkland. He stated that the City is listed as a party of record or participating agency in the

NEPA process, and he thanked Council for showing up at various meetings to bring the issue to people's attention.

CITY COUNCILMEMBER COMMENTS/REPORTS

Councilmember Sperry reported on a leadership luncheon she recently attended. She noted that a report on the state of the Eastside, based on seven different dimensions, will be available soon. She stated that the Saturday Coffee with Council was a group of about five people, including herself and Deputy Mayor Hensel, and that the citizens had lots of good ideas and a willingness to engage in positive problem solving.

Councilmember Rogers commented on the citizen evaluation survey and thanked the City Manager for his work on it.

Mayor Baker stated that a group of mayors throughout the State have been involved in the Transportation Committee, and a letter was recently drafted that was signed by 42 mayors, including him, in an effort to get some legislation to take care of transportation needs. He also signed the joint letter on regional tolling impacts today. He gave a brief report on the Association of Washington Cities (AWC) annual meeting. He noted that Governor Inslee addressed them and mentioned Kenmore and the Kenmore City Hall.

JOINT CITY COUNCIL/PLANNING COMMISSION AGENDA

Planning Commission Members present: Vice Chairperson Angela Kugler and Commissioners Dennis Mendrey, Doug Huxtable, Jim Howard, and Mark Ohrenscha

Planning Commission Members excused: Chairperson Doug Nugent and Commissioner Mike Vanderlinde

Staff present: Rob Karlinsey, City Manager; Debbie Bent, Director of Community Development; Lauri Anderson, Senior Planner; and Patty Safrin, City Clerk

Discussion of Commercial Zoning Project - Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner, were present to introduce the topic. They were also available to answer any questions. Director Bent suggested that it would be helpful for Council to give some direction to the Planning Commission on what they would like to see as guiding principles as the Commission works on this project.

The guiding principles identified by Council during the discussion included following:

- Economic development and employment opportunities, including support for existing businesses; recognition of new technologies; making the City attractive and accessible to developers, new businesses and potential residents; and not "chasing" sales tax revenue
- Transportation and infrastructure considerations, such as reviewing the P-suffixes for phased implementation, continued emphasis on pedestrian priorities, and considering future transit needs and positioning
- Emphasis on an environmental orientation
- Connections with the trails and waterfront
- Housing density regulations which protect existing single-family neighborhoods and concentrate density where transportation is available

- Review of the Transit-Oriented District (TOD), a set of code amendments which were proposed by the Downtown Task Force and tabled by Council after a public hearing on September 27, 2010, beginning with a boundary review of the TOD in relation to the Regional Business Zone (RBZ)
- Incentives for redevelopment and expansion of development agreement opportunities, particularly at LakePointe
- A flexible, straightforward, simplified code which will be able to respond to unforeseen changes in market conditions

Council supported the Planning Commission considering case studies of projects in other cities, as well as the possibility of needing market viability studies for target sectors. City Manager Karlinsey pointed out that different areas of the Regional Business Zone (RBZ) may be treated differently. He stated that the City may apply for an Innovation Partnership Zone (IPZ) designation in the natural health business cluster later this year.

ADJOURNMENT

Mayor Baker adjourned the meeting at 9:03 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
February 25, 2013**

CALL TO ORDER – The special meeting of the Kenmore City Council was called to order by Mayor David Baker at 6:31 p.m.

EXECUTIVE SESSION

Mayor Baker adjourned the special meeting at 6:31 p.m. to an executive session to discuss Property Disposition, pursuant to RCW 42.30.110(1)(c). He stated that the executive session will last for approximately 30 minutes and that action may be taken when the meeting is reconvened.

POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

Councilmember Van Ness moved to Authorize the City Manager to Execute Amendment No. 4 to Contract No. 12-C1037 with James and Martha Donovan. Councilmember Rogers seconded the motion. The motion passed unanimously.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 7:06 p.m.

CALL TO ORDER – Mayor Baker called the regular meeting to order at 7:06 p.m.

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Director of Community Development; Bryan Hampson, Development Services Director; Jennifer Gordon, Public Works Operations Manager; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Cub Scout Troop 622 led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PRESENTATION

Regional Tolling Update – Craig Stone, Assistant Secretary, and John White, Director of Tolloed Corridors Development, from the Toll Division of the Washington State Department of Transportation (WSDOT) were present to provide an overview on the background and status of

an I-90 tolling option. They gave a PowerPoint presentation and were available to answer any questions.

Craig Stone stated that tolling I-90 was recommended by the 2009 Legislative Work Group for the purpose of managing traffic and filling the gap in funding for the unfunded part of the 520 corridor. He noted that the environmental assessment to review the effects of tolling on I-90 between I-5 and I-405 was kicked off in January of this year and is going to be a year-long process. John White spoke about the process of gathering input from stakeholders and the public regarding how the tolling might impact them and about specifics of what is being studied in the environmental assessment. Craig Stone spoke briefly about the effects of tolling SR 520. John White discussed tolling options being looked at and stated that tolling I-90 will require legislative action and the governor will have to sign off on it as well. He explained that, while the Federal Highway Administration (FHWA) does not generally allow tolling on interstate highways, the State of Washington is one of 15 states that are a part of the FHWA's Value Pricing Pilot Program (VPPP), which allows the State to consider this as an option.

CITIZEN COMMENTS

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to thank the City for obtaining the dioxin testing results and to state his concerns regarding tolling on I-90.

Dave Crawford, 7534 NE 175th Street, Kenmore, was present to state his concerns regarding tolling and to suggest that the City televise Council meetings.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Sperry moved to approve the consent agenda as submitted. Councilmember Curtis seconded the motion to Approve the Minutes of the February 11, 2013 Special and Regular Meeting; Approve Check Nos. 27328 - 27408 in the Amount of \$365,222.44 and Electronically Transferred Payroll Funds Totaling \$60,288.85 for the Period Ending February 15, 2013; Cancel the March 11, 2013 Regular Council Meeting; Adopt Ordinance No. 13-0354 to Update the Flood Hazard & Insurance Map; Authorize the A Regional Coalition for Housing (ARCH) 2013 Administrative Budget & Work Program; Approve Resolution No. 13-213 Authorizing the Funding of A Regional Coalition for Housing (ARCH) Housing Projects; Authorize Contract No. 13-C1108 with the King County Department of Adult & Juvenile Detention (DJAD) Community Work Program (CWP); Approve the 61st Avenue/181st Street Culvert Project Budget Amendment; Approve the Revised 2013 State Legislative Agenda; and Approve a Motion to Reappoint Kenmore Library Advisory Board (KLAB) Members. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Present Public Testimony on a Motion to Allow Indoor Storage as a Temporary Use for up to a One-Year Period in Downtown Commercial-Zoned, City-Owned Kenmore Village Property, Subject to Conditions – Nancy Ousley, Assistant City Manager, was present to give a brief staff report.

Mayor Baker opened the public hearing to receive public testimony on this issue at 8:11 p.m

The following citizens spoke:

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to state his opinion that the City should gain as much income as possible from our asset until we have better solution.

Dave Crawford, 7534 NE 175th Street, Kenmore, was present to state his opinion that, if this will be profitable for the City, we should go for it.

As there was no further testimony, Mayor Baker closed the public hearing at 8:16 p.m.

BUSINESS AGENDA

Motion to Allow Indoor Storage as a Temporary Use for up to a One-Year Period in Downtown Commercial-Zoned, City-Owned Kenmore Village Property, Subject to Conditions – Nancy Ousley, Assistant City Manager, was available to answer any questions.

Councilmember Rogers moved to Allow Indoor Storage as a Temporary Use for up to a One-Year Period in Downtown Commercial-Zoned, City-Owned Kenmore Village Property, Subject to Conditions. Mayor Baker seconded the motion. The motion passed unanimously.

Kenmore Village Proposals Update – Rob Karlinsey, City Manager, gave a brief recap of the Kenmore Village process thus far. He stated that the City has been very pleased with the response from developers, and Kenmore is viewed as a good place to invest. The City is planning to choose four finalists per parcel from among the developers who submitted proposals and negotiate with those finalists over the next few weeks in order to gather more information on which to base a final decision. Nancy Ousley, Assistant City Manager; Rod Stevens, Spinnaker Strategies; Seth Heikkila, Jones Lang LaSalle; along with Paul Sleeth and Billy Sleeth, Colliers, were present to give a brief report on proposals the City has received from developers and the interviews with those developers. They were also available to answer any questions.

Seth Heikkila provided an overview of developer interest in the Kenmore Village upper parcel. He briefly explained the marketing campaign that the brokerage used to reach developers. He stated that, of the four developers chosen as finalists for the upper parcel, two would like to provide apartments for rent, and two would like to provide townhomes for sale. The number of units would range from about 80 to 160. He gave a brief background of each of those four developers.

Rod Stevens emphasized that in choosing developers there are three important criteria to keep at the top of the list, the track records of the firms, their financing, and the nature of their projects. In addition, City staff need to be able to work closely with the chosen firms.

Mayor Baker opened the meeting to allow the public to comment on proposals for the Kenmore Village upper parcel at 8:46 p.m.

The following citizens spoke:

Janet Quinn, 17012 72nd Avenue NE, Kenmore, was present to state her opinion that the downtown core should be attractive to outsiders as well as Kenmore residents.

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to state his preference for brick-façade townhomes over apartments.

Roger Limke, 19404 65th Place NE, Kenmore, was present to state his preference for townhomes over apartments.

Dave Crawford, 7534 NE 175th Street, Kenmore, was present to state his concerns regarding providing affordable housing.

As there were no other citizens wishing to comment, Mayor Baker closed this public comment segment at 8:55 p.m.

City Manager Karlinsey stated that all the investors are aware that there is an affordable housing component of this project.

Paul Sleeth and Billy Sleeth provided an overview of developer interest in the Kenmore Village lower parcel. Paul Sleeth briefly explained the marketing campaign that the brokerage used to reach developers. He stated that eight proposals were received, which was narrowed down to four. He gave a brief background of each of those four developers. He stated that each is capable and willing to provide a mix of retail and office space. Billy Sleeth pointed out that the specific mix is market driven and is unclear at this stage. He noted that all of the developers have incorporated the town green concept, which is important to Kenmore citizens.

Assistant City Manager Ousley stated that the City has deliberately not dictated the size or exact location of the town green and that collaboration between the developers of the upper and lower parcels could be a possibility.

Mayor Baker opened the meeting to allow the public to comment on proposals for the Kenmore Village lower parcel at 9:11 p.m.

The following citizens spoke:

Dennis Mendrey, 6410 NE 182nd Street, Kenmore, was present to inquire as to whether any tenants have expressed an interest in the Kenmore Village development.

Billy Sleeth, Colliers, responded that each developer had preliminary talks with some tenants, but they are unable to negotiate or get specific without having control of the property.

Roger Limke, 19404 65th Place NE, Kenmore, was present to ask about height or height restrictions and to recommend Trader Joe's as a prospective tenant, as well as other restaurants and retail businesses.

Mayor Baker responded that the City has been actively seeking Trader Joe's for quite some time. The current height restriction is 65 feet; however, it could be altered with the new development ordinance.

As there were no other citizens wishing to comment, Mayor Baker closed this public comment segment at 9:16 p.m.

December 2012 Financial Report – Joanne Gregory, Finance & Administration Director, was present to give a brief report on the end of the year financials. She stated that the biennium ended on a positive note, and generally economic indicators for the coming biennium are not as dreary as last year. She gave details of revenues and expenditures and noted that approximately \$598,000 was added to the General Fund reserves. The City's agreement with Snohomish County for jail services saved a considerable amount of money over the biennium. She was also available to answer any questions.

Councilmember Sperry moved to accept the December 2012 Financial Report.
Councilmember Van Ness seconded the motion. The motion passed unanimously.

King County Countywide Planning Policies (CPP) – Debbie Bent, Community Development Director, was present to give a brief staff report in which she stated that these policies provide the framework for guiding development in all King County jurisdictions, and they were adopted by the King County Council in December of 2012. This is the first major overhaul of these policies since 1992. They address changes that have occurred in the Growth Management Act and in regional policies such as Vision 20/40, and they also include direction on three new policy areas, climate change, healthy communities, and social equity. She stated that Kenmore's Comprehensive Plan needs to be consistent with the Countywide Planning Policies, regional policies, Vision 20/40, and the State Growth Management Act requirements. All sections of the Kenmore Comprehensive Plan will require some update by the next State-mandated date of June 2015. She stated that staff recommends Council ratify the Policies, and she explained the ratification process. She was also available to answer any questions.

Councilmember Curtis moved to ratify the King County Countywide Planning Policies (CPP) and send a statement that the City would like mitigation related to tolling. Deputy Mayor Hensel seconded the motion. The motion failed 2-5, with Councilmembers Sperry, Rogers, Van Ness and Smith and Mayor Baker voting no.

Councilmember Van Ness moved to not ratify the King County Countywide Planning Policies (CPP). Councilmember Rogers seconded the motion. The motion passed 5-2, with Deputy Mayor Hensel and Councilmember Curtis voting no.

Councilmember Van Ness moved to send a statement explaining why the City is not ratifying the King County Countywide Planning Policies (CPP), relating to policy number T-17, promoting the use of tolling. Councilmember Rogers seconded the motion. The motion passed 4-2-1, with Deputy Mayor Hensel and Councilmember Sperry voting no and Councilmember Curtis abstaining.

STAFF REPORT

City Manager Karlinsey announced that the UBIT (under bridge inspection truck) was out today installing prisms and crack gauges to monitor the Sammamish River Bridge.

CITY COUNCILMEMBER COMMENTS/REPORTS

Councilmember Van Ness gave a brief report on the Economic Development Committee meeting that he and Assistant City Manager Nancy Ousley attended last week.

Mayor Baker announced that he received a request today to sign an Alliance for Aviation Across America petition regarding the Obama administration's proposal for a new \$100-per-flight tax on general aviation (GA) business flights and that a number of Washington communities have already signed. He will pass it along to the other councilmembers and sign it in a couple of days unless he hears anything negative from them.

EXECUTIVE SESSION

Mayor Baker adjourned the regular meeting to an executive session at 10:00 p.m. to discuss Property Disposition, pursuant to RCW 42.30.110(1)(c). He stated that the executive session will last for approximately 60 minutes and that action may be taken when the meeting is reconvened. Mayor Baker extended the executive session by 30 minutes at 11:00 p.m.

Mayor Baker reconvened the regular meeting at 11:30 p.m.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 11:30 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, 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 27409-27477 which total \$239,132.56, and electronically transferred payroll funds which total \$60,288.11 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.

 3-4-13
 City Manager Date

 3-4-13
 Finance Director Date

Check #	Vendor Name	Description	Check Amount
27409	CITY OF KENMORE	PERS Reimbursement to City	50.00
27410	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,296.84
27411	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	200.00
27412	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,578.19
27413	DRS 457	Deferred Comp Payroll Deduction	1,783.33
27414	AFLAC	Private Medical/ Disability Plans	458.90
27415	CITY OF KENMORE FS	Flexible Plan Medical/Dependent Care	253.08
27416	BANK OF AMERICA 941	Payroll Taxes	12,067.15
27417	WA GUARANTEED EDUCATION TUITION	WA Pre-Tax Education Plan	415.00
27418	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	10,086.53
27419	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,514.41
27420	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	274.00
27421	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
27422	AMERICAN GENERAL	Life Insurance	530.79
27423	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
27424	AWC EMPLOYEE BENEFITS	Employee Health Insurance	38,131.95
27425	BAKER, DAVID	Feb. 1 - 21 Mileage Reimbursement	96.05
27426	BULGER SAFE & LOCK, INC.	Swamp Creek Park Padlock	51.31
27427	CASCADE PEST CONTROL	Rhododendron Park Pest Control	142.35
27428	CITY OF BELLEVUE	Qtr 1 2013 ARCH Contributions	6,391.00
27429	COASTWIDE LABORATORIES	Parks/ Maintenance Supplies	880.13
27430	DAILY JOURNAL OF COMMERCE	RFP for Fireworks - Legal Ad	56.70
27431	DEPARTMENT OF LICENSING	New Employee Driving Record Record	10.00
27432	DURRANT, JEFF	Advanced Travel Police Dept. Training	92.00
27433	GEOENGINEERS INC	Kenmore Village Prof. Svcs. 1/19-2/15	2,273.75
27434	KING COUNTY ANIMAL SVCS	Pet Licensing Tag #s 317183-317190	310.00
27435	KING COUNTY FINANCE	Jan Road Svcs/ Community Work Prog.	17,381.91

VIIB. Approve Check Nos. 27409 - 27477 in the Amount of \$239,132.56 and Electronically Transferred Payroll Funds Totaling

27436	SOUND PUBLISHING, INC.	Bothell/ Kenmore Reporter Ads	907.02
27437	VOID	VOID	-
27438	MR. T'S TROPHIES	Plaque - Bob Ferguson K.C. Council	113.17
27439	NORTHSHORE UTILITY DIST	Jan. Vehicle Maintenance & Gas	3,834.15
27440	OFFICE MAX	Office Supplies/ Incubator Supplies	1,392.02
27441	PUGET SOUND ENERGY	Various Electric/ Street Light Bills	2,214.82
27442	CEMEX	Catch Basin Frame/Grate Replacement	96.91
27443	TOTAL LANDSCAPE CORP	Feb. Parks & City Hall Landscaping	5,002.61
27444	COLUMBIA RIDGE LANDFILL	2/1-2/14 Street Sweeper Dump Fees	1,063.84
27445	MINZGHOR, NICHOLAS	Travel Exp. Reimbursement - Police	579.26
27446	SNOHOMISH COUNTY	Jan. Solid Waste - Vactor Dump Chgs	3,698.00
27447	SPERRY, LAURIE	Feb. Mileage/Parking Reimbursement	26.39
27448	MAIL FINANCE	3/14-4/13/13 Postage Machine Lease	250.76
27449	ENVIRONMENTAL SYSTEMS RESEARCH INST	ESRI ArcGis Software (SWM)	4,779.00
27450	BANNER BANK LD	Meeting Expenses, Supplies	571.37
27451	BANNER BANK CS	Conference, Car Adapter, Plaque	701.48
27452	TOPIA TECHNOLOGY/ BIS	February Web Hosting	175.00
27453	BANNER BANK KENMORE	Business Mtgs, Postage, Retreat	2,268.26
27454	A+ CONFERENCING	Conference Call 2/11 w/GeoEngineers	29.38
27455	EVERGREEN SAFETY COUNCIL	Mar. 2013 - Feb. 2014 Membership	175.00
27456	COMCAST	2/14-3/13 Internet	117.57
27457	CSAT, LLC	Police Dept Training -Nick Minzghor	500.00
27458	INTEGRA TELECOM	City Hall Phone Service 2/8-3/7/13	808.23
27459	PHSI PURE WATER FINANCE	Filtered Water - Qtr Ending 3/7/13	301.89
27460	AM TEST, INC	TMDL Swamp Creek Sampling	125.00
27461	INDEPENDENT STATIONERS	Office Supplies	111.89
27462	PERTEET INC.	1/1-1/27 Northshore Summ. Pk Survey	7,725.12
27463	CHIEF LAW ENFORCEMENT SUPPLY	Police Dept. Drug Testing Supplies	98.72
27464	CANTEEN REFRESHMENT SERVICES	Coffee/ Tea Supplies	185.83
27465	BANNER BANK VAN NESS	Parking, NLC Class Registration	141.00
27466	BANNER BANK BAKER	Transportation, Meals, Lodging	672.74
27467	JOYCE ZIKER PARKINSON	Dec/ Jan Atty Svcs- K.V. & Sediment	16,860.01
27468	KBA INC.	Jan. Const. Mgmt. Svcs 61st/ 181st	35,199.13
27469	WAGE WORKS	January Administration Fee	50.00
27470	KARLINSEY, ROB	Balance of Relocation Reimbursement	7,407.80
27471	KENMORE COMMERCIAL LLC	Rent Payment for Incubator Space	2,856.00
27472	INNOVAC	1/9-1/29 Vactor Services/Tank Cleaning	11,394.74
27473	NATIONAL CITIZEN SURVEY	Citizen's Survey	5,025.00
27474	BINW	Furniture for Incubator Space	8,533.51
27475	BLACKBAUD	Finance Software Yearly Renewal	5,204.11
27476	PUGET SOUND ENERGY	Electric Bill - Radar Sign	10.57
27477	SCHWARZWALTER, MARK	Certification Renewal	90.00
2/22/2013	PAYROLL	Direct Deposit	60,288.11
			<u>\$ 299,420.67</u>

VIIB. Approve Check Nos. 27409 - 27477 in the Amount of
\$239,132.56 and Electronically Transferred Payroll Funds Totaling

2013	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2013
	A+ CONFERENCING		40.78
	AAA PRINTING		192.10
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		325.00
	AFLAC		458.90
	ALLIED WASTE SERVICES #172		841.37
	ALPHAGRAPHICS US718		130.26
	AM TEST, INC		250.00
	AMERICAN GENERAL		530.79
	AMERICAN PLANNING ASSOCIATION		1,540.00
	AMERICAN PUBLIC WORKS ASSOCIATION		715.67
	ANCHOR QEA, LLC		66,084.36
	ASSOCIATED BOAT TRANSPORT		1,440.00
	ASSOCIATION OF WA CITIES		14,220.00
	AURORA RENTS		456.94
	AWC EMPLOYEE BENEFITS		38,131.35
	BAKER, DAVID		392.90
	BANK OF AMERICA 941		35,795.19
	BANNER BANK BAKER		538.20
	BANNER BANK DB		15.00
	BANNER BANK JG		784.85
	BANNER BANK JGORDON		1,179.89
	BANNER BANK KENMORE		3,214.84
	BANNER BANK NO		1,637.94
	BANNER BANK PS		151.51
	BANNER BANK ROGERS		495.00
	BANNER BANK VAN NESS		495.00
	BASTYR UNIVERSITY		50,000.00
	BINW		7,995.28
	BIS		175.00
	BULGER SAFE & LOCK, INC.		16.70
	CALPORTLAND COMPANY		138.13
	CANTEEN REFRESHMENT SERVICES		282.56
	CASCADE PEST CONTROL		142.35
	CEMEX		808.13
	CHAMPION COURIER		51.53
	CITY OF BELLEVUE		2,334.12
	CITY OF KENMORE		150.00
	CITY OF KENMORE FS		759.24
	CITY OF SHORELINE		495.36
	COASTWIDE LABORATORIES		499.98
	COMCAST		117.57
	DEPARTMENT OF ECOLOGY		5,540.78
	DEPARTMENT OF LABOR AND INDUSTRIES		2,184.46
	DEPARTMENT OF RETIREMENT SYSTEMS		29,942.23
	DRS 457		5,349.99
	EASTSIDE TRANSP PARTNERSH		200.00
	EFFICIENCY INC		987.69

VIIB. Approve Check Nos. 27409 - 27477 in the Amount of \$239,132.56 and Electronically Transferred Payroll Funds Totaling

EJ USA, INC.	1,549.96
EMERGENCY SERVICE COORDINATING AGCY	41,832.00
ENTERPRISE SEATTLE	5,000.00
EVERGREEN PRINT SOLUTIONS	291.05
FERGUSON ENTERPRISES INC #1539	781.01
FIRST AMERICAN TITLE	3,011.25
FRAUSE	2,040.09
FRONTIER	757.92
FRUHLING SAND & TOPSOIL	453.00
GAMETIME	5,605.96
GORDON THOMAS HONEYWELL	3,592.55
GRAINGER	60.07
GREATER BOTHELL CHAMBER OF COMMERCE	20.00
GREGORY, JOANNE	119.92
H.W. LOCHNER, INC.	9,897.13
HARBOR HISTORY MUSEUM	400.00
HARRIS & SMITH PUBLIC AFFAIRS	7,156.72
HOME DEPOT CREDIT SERVICES	58.54
ICMA RETIREMENT TRUST 457 - 304745	7,734.57
INDEPENDENT STATIONERS	55.90
INDEPENDENT STATIONERS	72.86
INTEGRA TELECOM	765.15
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,036.28
IWORQ SYSTEMS	1,000.00
JET CITY PRINTING	192.72
JSH PROPERTIES, INC.	5,484.00
KARLINSEY, ROB	35.00
KENMORE COMMERCIAL LLC	2,856.00
KING COUNTY ANIMAL SVCS	775.00
KING COUNTY FINANCE	6,668.41
KING COUNTY FINANCE W.L.R.D.	2,208.68
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY RECORDER'S OFFICE	500.00
KING COUNTY SUPERIOR COURT CLERK	11,000.00
LIGHTHOUSE CONSULTING INC	4,230.42
MAIL FINANCE	501.52
MILLER STEPHENS, MARY	1,250.00
MINZGHOR, NICHOLAS (DEPUTY)	161.00
MR. T'S TROPHIES	95.82
NATIONAL BARRICADE CO	689.85
NATIONAL LEAGUE OF CITIES	1,549.00
NATIONAL LIFE OF VERMONT	234.89
NATIONWIDE FINANCIAL 401a	30,589.98
NATIONWIDE RETIREMENT SOLUTIONS 457	600.00
NEXTEL COMMUNICATIONS	381.33
NORTH LAKE MARINA	1,520.51
NORTHSHORE FIRE DEPT	160.00
NORTHSHORE UTILITY DIST	1,925.93
OFFICE MAX	513.42

VIIB. Approve Check Nos. 27409 - 27477 in the Amount of \$239,132.56 and Electronically Transferred Payroll Funds Totaling

OTAK	17,956.91
OVERLEESE, KRISTEN	70.67
PACIFIC TOPSOILS	1,648.66
PAWS	825.00
PENDLETON, MICHAEL	4,680.70
PEOPLES STORAGE	1,150.50
PERTEET INC.	631.67
PHOTOTAINMENT	1,231.88
PRSA	307.00
PUGET SOUND CLEAN AIR AGENCY	11,309.00
PUGET SOUND ENERGY	18,116.06
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS	605.91
RAZZ CONSTRUCTION	111,039.10
ROGERS, GLENN	82.41
SARAH ROBERTS	10,302.00
SEATTLE TIMES	962.69
SESAC	327.00
SHRED-IT	49.50
SIGN UP, SIGN CO, INC	293.46
SMITH, BRENT	91.03
SNOHOMISH COUNTY SHERIFF'S OFFICE	16,232.40
SOUND CITIES ASSOC	11,767.00
SOUND LAW CENTER	4,956.00
SPERRY, LAURIE	35.03
SPINNAKER STRATEGIES	3,260.10
STATE OF FLORIDA DISBURSEMENT UNIT	825.00
STEWART MACNICHOLS HARMELL, INC.	3,600.00
THE KIPLINGER LETTER	99.00
TOTAL LANDSCAPE CORP	5,002.61
TOWN & COUNTRY FENCE, INC	416.10
TRANE U.S. INC.	2,037.50
UNITED WAY OF KING COUNTY	274.00
VAN NESS, ALLAN	648.09
VERIZON WIRELESS	1,387.20
WA CITIES INSURANCE AUTHORITY	161,036.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	415.00
WA STATE ASSOC OF PERMIT TECHNICIAN	35.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF ENTERPRISE SVCS	1,000.00
WASHINGTON STATE DEPT OF INFO SERV	175.00
WEISBAND, BARRY	3,000.00
WELLS FARGO FINANCIAL	1,680.23
WELWEST CONSTRUCTION INC.	3,482.65
ZEP SALES AND SERVICE	865.49

\$ 850,207.90

VIIB. Approve Check Nos. 27409 - 27477 in the Amount of
\$239,132.56 and Electronically Transferred Payroll Funds Totaling



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: WDFW Restroom Capital Improvement Agreement Interlocal Agreement 13-C1117	For Council Meeting Agenda of: Department: Public Woks Prepared by: Jennifer Gordon Initial & Date Approved by Department Head: <u>[Signature]</u> 2/7/13 Approved by City Attorney: <u>via email</u> 2/12/13 Approved by Finance Director: <u>[Signature]</u> 2/1/13 Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 13-C1117
Proposed Council Action/Motion: Authorize City Manager to execute the interlocal agreement with Washington Department of Fish and Wildlife for the restroom capital improvements at the Kenmore Boat Launch.	
Expenditure Required \$65,650 Amount Budgeted \$50,000 Appropriation Required \$15,650	
<u>INFORMATION/BACKGROUND:</u> The Washington Department of Fish and Wildlife (WDFW) is proposing to make site improvements to the existing boat launch site on the Sammamish River in Kenmore. The initial plan proposed to relocate and install pit style restrooms. Staff met with representatives from WDFW to discuss the possibilities of upgrading the restrooms to a plumbed facility. The outcome of those discussions were that the City would be responsible for paying the incremental capital costs, including the connection and construction costs for water, sewer and electricity, as well as the ongoing cost to maintain the restroom (including the cost for utilities). The attached interlocal agreement between the City and WDFW is for the capital improvements to the restroom facility that will be funded by the City. The maintenance agreement was previously approved by Council on January 14, 2013.	
<u>FISCAL CONSIDERATION:</u> The adopted budget for 2013 includes \$50,000 for the City's share of the capital costs. Staff will be back to Council for a budget amendment for the additional \$15,650 needed to fund the project.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goals #2 and #6 (Economic Development and Park Improvements)	

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KENMORE
AND
THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between the Washington Department of Fish and Wildlife, hereinafter referred to as "WDFW" and the City of Kenmore, hereinafter referred to as "City" (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

A. The WDFW intends to improve real property within the City located at 17150 68th Avenue Northeast, Kenmore, Washington. Proposed improvements include widening the boat ramp, paving and reconfiguring parking, adding new restrooms, adding storm water treatment and shoreline plantings ("Kenmore Boat Launch Renovation Project").

B. The City and WDFW have executed a maintenance contract (City: Contract 12-C1099), and (WDFW: AC#210359B). The City has agreed to assume the maintenance of the restrooms, litter receptacles and light fixtures and pay all utility bills for the site, when the existing vault toilet is replaced with new flush toilets and electrical service is supplied for the restroom and future lighting.

C. The Parties are authorized to undertake joint and cooperative action pursuant to Chapter 39.34 RCW.

NOW THEREFORE, in consideration of the terms and condition herein, the Parties agree as follows:

AGREEMENT

1. WDFW Responsibilities/Project Management.

a. Improvements to the Boat Launch Restroom. The Parties agree that the WDFW will incorporate the "ILA Restroom Project" improvements and specifications as described in **Exhibit A**, Statement of Work, attached hereto and incorporated by reference into the Kenmore Boat Launch Renovation Project permitting, bid and contract documents. The Parties acknowledge that the ILA Restroom Project includes the construction of new restrooms with flushing toilets, the connection of water, sewer, and electrical utilities to said restrooms, and the installation of conduits from the electrical service panel to future light pole locations ("ILA Restroom Project").

b. Project Management. WDFW shall serve as the contracting agency and shall provide project management and oversee the construction of ILA Restroom Project.

c. Schedule. The ILA Restroom Project will commence immediately with permitting and design. Construction will be complete by December 31, 2014.

d. Permits. WDFW shall be responsible for obtaining any agency permits needed for the ILA Restroom Project. WDFW shall submit the following reports and final report on the dates specified as follows: Application for City Required Permits due on April 30, 2013; and Construction Drawings due on June 30, 2013. WDFW shall deliver reports and documents in acceptable pdf format. The City reserves the right to request additional reports relating to various aspects of the project.

e. Change Orders. WDFW shall notify the City, in writing, within two (2) days of any changes it wishes to make to the ILA Restroom Project. WDFW shall obtain the City's written consent if any such change would change the nature of the ILA Restroom Project or would cause the portion of contract price attributable to such work to increase by more than One Thousand Dollars (\$1,000.00) or cumulatively more than two percent (2%) of the original contract amount attributable to the ILA Restroom Project. The City shall not unreasonably withhold such consent. WDFW shall immediately provide the City with copies of all executed change orders associated with the ILA Restroom Project regardless of the change order dollar amount.

f. Final Inspection/Assignment of Warranties. The WDFW shall provide the City with written notice of completion of the ILA Restroom Project. The City's inspector shall perform a final inspection of the ILA Restroom Project. The City shall, within five (5) working days of its final inspection, provide to the WDFW final acceptance of the ILA Restroom Project, or alternatively, provide an itemized and detailed response as to why final acceptance cannot be given. If the City fails to respond to the WDFW, the City will be deemed to have given final acceptance of the ILA Restroom Project within seven (7) calendar days of the City's receipt of notice of completion from the WDFW. Upon the City's final acceptance of the ILA Restroom Project, the WDFW shall be relieved of any and all responsibility for said work and the condition of the restroom facilities; provided, however, the WDFW shall assign its rights under the project contract(s) relating to the ILA Restroom Project to the City, including warranty and maintenance obligations by the contractor relating to said work. The WDFW shall require the contractor in the project contract(s) to maintain a performance bond or warrantee in effect for a period of one (1) year following the City's final acceptance of the ILA Restroom Project to cover the cost of repairing or replacing faulty materials or workmanship.

2. City Responsibilities.

a. Restroom Maintenance. The Parties acknowledge that upon completion of the Kenmore Boat Launch Renovation Project and ILA Restroom Project, the City will be responsible for the restroom maintenance and utility costs per Contract Agreement 12-C1099.

b. Reimbursement. The Parties acknowledge that the City will reimburse the WDFW for the ILA Restroom Project as set forth in Paragraph 2.b of this Agreement.

2. Allocation of Cost - Payment Procedures.

a. Payment to Contractor. The WDFW shall make all disbursements relating to the construction of the Kenmore Boat Launch Renovations and ILA Restroom Project to the project contractor. Except as set forth in Paragraph 2.b of this Agreement, WDFW shall pay the costs associated with the Kenmore Boat Launch Renovation Project.

b. Reimbursement for ILA Restroom Project. The City shall reimburse the WDFW for the actual costs associated with the construction of the ILA Restroom Project. The City's estimated costs for the ILA Restroom Project are set forth in **Exhibit B**, attached hereto and incorporated by reference. The Parties acknowledge that the estimated costs provided in **Exhibit B** are only estimates of the potential costs of constructing the ILA Restroom Project and the City shall reimburse the actual cost of the ILA Restroom Project in accordance with the terms in this section.

c. Payment Procedure. To initiate reimbursement, the WDFW shall provide the City with monthly progress billings for the actual costs of constructing and installing the ILA Restroom Project. These invoice submittals shall be based upon actual costs, substantiated by contract unit prices, invoices or other verification of the work. The City shall reimburse said costs within forty five (45) days of receipt of each billing.

d. Staff Time, Costs, and Incidental Expenses. Except as specifically provided in this Agreement, and **Exhibit B**, the Parties shall separately bear the costs of their own staff time, administrative and incidental expenses.

4. Compliance with Law. Nothing in this Agreement shall be construed as excusing either party 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.

5. Indemnity and Hold Harmless.

a. The City shall hold harmless, indemnify and defend the WDFW, 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. 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.

b. The WDFW 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 the WDFW's negligent or intentional acts, errors or omissions in the performance of this Agreement. In the event of the concurrent negligence of the parties, the WDFW's obligations hereunder shall apply only to the percentage of fault attributable to the WDFW, 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 Paragraph 5, Indemnity and Hold Harmless, 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.

e. WDFW shall require the contractor building the ILA Restroom Project to indemnify, defend and hold harmless the City and its elected and appointed officers, agents, or employees from any claim, damage, action or liability brought or filed against the City, or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in said project. WDFW shall also request the contractor to waive the contractor's immunity under the Washington Industrial Insurance Act, Title 51 RCW, as to the City solely for the purposes of indemnification.

f. WDFW shall require the contractor installing the ILA Restroom Project to have the City, its elected and appointed officers, agents and employees named as additional insured on all policies of insurance to be maintained by the contractor under the terms of any project contract(s). The contractor constructing the ILA Restroom Project shall be required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The contractor shall be required to provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications.

g. WDFW shall require the contractor installing the Kenmore Boat Launch Renovation Project and ILA Restroom Project to be solely and completely responsible for safety and the safety conditions at the job site, including the safety of all persons and property during performance of said work. The contractor shall comply with all applicable City and State regulations, ordinances, orders and codes regarding safety. The City shall have no responsibility as to the safety and safety conditions at the job site during the construction of said projects.

6. **Prevailing Wages.** The public work contemplated by this Agreement shall comply with the requirements of Chapter 39.12 RCW regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and post notice of such intent prior to commencement of work, and to file and Affidavit of Wages Paid after completion of work.

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

To the City: City of Kenmore
Attention: Jennifer Gordon, Public Works Operations Mgr.
18120 68th Ave NE
P.O. Box 82607
Kenmore, WA 98028

To WDFW: Washington Department of Fish and Wildlife
Attention:

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

9. **No Transfer or Assignment.** This Agreement shall not be transferred or assigned in any manner. The covenants and agreement set forth herein shall not run with the land and are personal to the Parties.

10. **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.

11. **Attorneys' Fees.** In the event that either Party commences any legal action relating to the provisions of this Agreement, the prevailing Party shall be entitled, in addition to all other amounts to which it is otherwise entitled in this Agreement, to all costs of litigation, including, but not limited to, costs, expert witness, and reasonable attorneys' fees, including all such costs and fees incurred on appeal.

12. **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.

13. **Effective Date.** This Agreement shall be effective on the date by which both Parties have signed this Agreement and shall terminate at the completion of the ILA Project.

14. **No Third Party Rights.** Nothing contained herein is intended to, no shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties, or their officials, officers, employees, agents or representatives, to any third party.

CITY OF KENMORE

WASHINGTON DEPARTMENT OF
FISH AND WILDLIFE

City Manager
Date:

Date:

Approved as to form:

Approved as to form:

City Attorney
Date:

WDFW
Date:

EXHIBIT A
Statement of Work
ILA Restroom Project

WDFW's Kenmore Boat Launch Renovation Project: WDFW intends to construct improvements to the Kenmore Boat Launch Site. The improvements include reconstruction and widening the boat ramp, paving and reconfiguring parking, adding new restrooms, adding storm water treatment, and providing plantings on the shoreline. The site is zoned Parks and is within the Urban Conservancy (UC) shoreline environment.

The City's ILA Restroom Project:

1. The City's ILA Restroom Project includes the construction of new restrooms with flush toilets at the Kenmore Boat Launch Site. The project includes connecting the restrooms to water, sewer, and electrical utilities, and installing conduits from the electrical service panel to future light pole locations. WDFW shall incorporate the ILA Restroom Project into WDFW's bid and contract documents for the Kenmore Boat Launch Renovation Project

2. WDFW will apply for all service connections, provide design, and contract for construction of the ILA Restroom Project.

EXHIBIT B
Budget

INVOICE IDENTIFICATION & INFORMATION

WDFW / CITY OF KENMORE CAPITOL AGREEMENT
KENMORE BOAT LAUNCH RENOVATION

January 8, 2013

Preliminary Service Fees

Water hookup	4,700
sewer hookup	7,250
PES hookup	9,000
Sewer/Water Availability	160

Construction

Electrical estimate:	25,000
Water Estimate	3,600
Sewer Estimate	3,200
Drinking Fountain	1,800

EST TOTAL COST	54,710
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Contingency: 10%	5,470
PROG MGMT: 10%	5,470

TOTAL COST ESTIMATE	65,650
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EXHIBIT C
Timeline

Dates are approximate and conditional on permit approvals

WDFW / CITY OF KENMORE CAPITOL AGREEMENT
KENMORE BOAT LAUNCH RENOVATION

February 13, 2013

Permits submitted

Shorelines	01/31/2013
Corps of Engineers	02/28/2013
Grading and building permits	04/15/2013

All permits received

	09/15/2013
Bid Advertise	09/30/2013
Construction contract awarded	10/31/2013
In-Water work window (ramp)	12/01/2013
Construction Contract complete	6/30/2014
Project complete	9/31/2014

Note: Dates are approximate and dependent on final permit dates, weather, and public use.
If Corps of Engineer permit is delayed, construction may be delayed by up to one year.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #3 to Contract No. 12-C1036 with Rod Stevens dba Spinnaker Strategies Proposed Council Action/Motion: Authorize the City Manager to execute Amendment #3 to Contract No. 12-C1036 with Rod Stevens dba Spinnaker Strategies for a total contract amount not to exceed \$84,220 (total amount since Spring 2012)	For Council Meeting Agenda of: 18 March 2013 Department: Executive Prepared by: Nancy Ousley <table><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td>NKO 13 Mar 2013</td></tr><tr><td>Approved by City Attorney:</td><td></td></tr><tr><td>Approved by Finance Director:</td><td>Greg 12/13</td></tr><tr><td>Approved by City Manager:</td><td>POK</td></tr></table> Exhibits/Attachments: 1) Proposed Amendment #3 2) Agenda Package for 8 Oct 2012 Council Meeting with Amendment #2 to Contract No. 12-C1036		<u>Initial & Date</u>	Approved by Department Head:	NKO 13 Mar 2013	Approved by City Attorney:		Approved by Finance Director:	Greg 12/13	Approved by City Manager:	POK
	<u>Initial & Date</u>										
Approved by Department Head:	NKO 13 Mar 2013										
Approved by City Attorney:											
Approved by Finance Director:	Greg 12/13										
Approved by City Manager:	POK										
Expenditure Required \$ \$25,000 maximum in 2013	Amount Budgeted \$25,000 Appropriation Required \$0										
<u>INFORMATION/BACKGROUND:</u> Rod Stevens of Spinnaker Strategies has been assisting the City in the Kenmore Village property disposition since Spring 2012. The most recent contract amendment extended the contract through March 31, 2013, and was prepared before the City chose the process option for soliciting proposals or offers on the property. The proposed amendment extends the contract through September 2013 and adds a maximum of \$25,000 to support additional work on the Kenmore Village buyer selection, purchase and sale agreement terms and proposed development scenarios, as well as limited consultation as requested for Lakepointe development.											
<u>FISCAL CONSIDERATION:</u> Contract expenditures will be reimbursed from proceeds from the sale of Kenmore Village properties. The Kenmore Village Fund budget includes this line item.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> • Implement Economic Development Strategy • Pursue downtown development											

I:\ACM\ACM NK0\Agenda Bill Drafts\AB 18 March 2013 Spinnaker Amendment #3.docx

VIID. Approve Amendment No. 3 to Contract No. 12-C1036 with
Rod Stevens dba Spinnaker Strategies - Nancy Ousley, Assistant City

Contract No. 12-C1036
Amendment No. 3

The following section of the consulting services contract dated June, 2012, and amended in September 2012 and October 2012 between the City of Kenmore and Rod Stevens, dba Spinnaker Strategies, is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 3. Compensation and Method of Payment. The Consultant shall request payment for work performing 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 \$84,220.

3. Duration of the Agreement. This Agreement shall be in full force and effect for a period commencing on May 10, 2012 and ending September 30, 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. Scope of Work. The scope of work is amended to provide for approximately \$10,000 in additional services related to buyer interviews and selection for Kenmore Village, approximately \$7500 in additional services related to assistance in purchase and sale and site planning of Kenmore Village, and approximately \$7500 in additional services related to development planning for Lake Pointe and nearby areas, the exact allocation of these services to be determined by City.

DATED this ____ day of _____, 2013

CITY OF KENMORE

CONSULTANT

By: _____
Rob Karlinsey

By: _____
Rod Stevens

Title: City Manager

Title: Principal
Address: 8700 N.E. Oddfellows Rd.
Bainbridge Island, WA 98110

Attested/ Authenticated:

Patty Safrin, City Clerk



VIID. Approve Amendment No. 3 to Contract No. 12-C1036 with Rod Stevens dba Spinnaker Strategies - Nancy Ousley, Assistant City

CONTRACT FOR CONSULTANT SERVICES

Contract No. 12-C1036

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Spinnaker Strategies, whose principal office is located at 8700 Oddfellows Road, Bainbridge Island, WA 98110 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

☐ x According to the rates set forth in Exhibit "B".

☒ A sum not to exceed \$24,220 (including professional services and expenses through July, 2012)

☐ Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 10, 2012 and ending October 2, 2012 unless sooner

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

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

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

6. Indemnification.

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

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

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

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

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

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

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

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

Notices to the Consultant shall be sent to the following postal mail and electronic mail addresses:

Rod Stevens
Spinnaker Strategies
8700 Oddfellows Road
Bainbridge Island, WA 98110
rodstevens@seanet.com

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

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

CITY OF KENMORE, WASHINGTON

By: [Signature]
Rob Karlinsky

Title: City Manager

Date: 6/13/12

CONSULTANT

By: [Signature]

Title: Principal

Date: 6/18/12

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

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

Scope of Work #1 (Through July 2012)

Task	Topic	Tasks	Cost
1	Client Goal Summary	• Meet with client to discuss goals. • Preliminary review of existing conditions and project history	\$750
2	Scope and Strategy	• Review project history, identify options for action and map out preliminary game plan. • Meet with client twice to discuss and refine. • Test, review and refine approach in consultation with the client.	\$2,500
3	Centralize Relevant Information	• Summarize key information affecting future use and development of the property, including property size and configuration, leases, access agreements, and neighboring conditions. • <u>Deliverable</u>: two- to three-page property summary for future use with city management, city council, prospective property managers, developers and others who need detail on the property and its history.	\$1,250
4	Property Manager Selection	• Phone industry contacts to identify suitable and prospective firms. Contact top managers within firms to identify level of interest, and to increase odds of response. Provide city with a summary of firms, including primary contact information. • Assist client in writing RFQ, identifying specific property management needs and questions to be asked about their relevant experience. • Confirm City's recommendations for short-list and consult as requested. • <u>Deliverable</u>: packet with recommended cover letter, list of recommended services to be contracted, property summary sheet and list of recommended firms to be contacted.	\$1,500
5	First Council Presentation (Mid June)	• Review trends and changes in the real estate industry the last four years, particularly as these affect properties like this one. • Highlight changing strategies for town center development locally, regionally and nationally. • Present preliminary analysis of opportunities and challenges at this site, from a private investor's perspective. • Describe how re-use and development of this property today will affect neighboring and	3,500

		nearby properties. • Identify key business issues that must be answered to position this property properly. • Highlight the kinds of questions to be answered and decisions to be made for the city to both dispose of this property and achieve its larger goals for the downtown. • <u>Deliverable</u>: A presentation covering these topics.	
6	Developer Interviews	• Develop list of target firms active in retail and residential development. • Make preliminary phone contact and schedule meetings. • Phone and meet with developers (both residential and retail) to determine their interest in acquiring the properties, their thoughts about market timing and pricing, specific retail uses that may work today, and their interest in building new or re-using existing buildings. These discussions will include sale of the park-and-ride land both as part of a package with the shopping center and in a separate sale. • <u>Deliverable</u>: a three- to five page memo summarizing major findings, especially as this relates to conduct of the public forum, positioning of the property, public improvements and changes before disposition, and disposition options.	4,800
7	Community Forum	• Assist staff in defining goals and format for this event, questions to be asked, reporting form, and list of developers and brokers to be invited. • Attend event and review findings with staff.	1,500
8	Positioning Statement	• Attend meeting with city's economic development marketing team to discuss overall themes. • Research market opportunities identified in the developer meetings and community forum. • Identify examples of comparable development elsewhere, preferably in the region. • <u>Deliverable</u>: A positioning statement for the properties and adjoining areas of downtown, identifying the target customers, needs, likely frequency of use, specific synergies with other uses, and immediate opportunities for execution.	3,000
9	Second Council	• Preparation, including advance review with staff.	2,500

	Presentation (July)	• Present and discuss the findings of the developer interviews. • Review the positioning statement and what this means in terms of both the subject properties and economic development for the city as a whole. • Introduce discussion of city actions on these properties that will help achieve its larger goals. • <u>Deliverable</u>: Presentation summarizing the developer findings, relevant sections of the community forum, the positioning statement, and next steps.	
10	Miscellaneous/ unknown	• Extra meetings, tasks to be identified, or significant overages on the above tasks, to be discussed and agreed upon with client in advance.	2,500
11	Expenses	• Mileage, 9 trips @ 35 miles/ trip @\$.30/ mile • Ferries, 9 trips @ approx. \$25/ trip • Miscellaneous printing & supplies, \$100 • Total Expenses	95 225 <u>100</u> 420
	• Total		\$24,220

**Contract No. 12-C1036
Amendment No. 1**

The following section of the consulting services contract dated June, 2012, between the City of Kenmore and Rod Stevens dba Spinnaker Strategies, is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 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]

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

 x A sum not to exceed \$27,720 (including professional services and expenses through September 6, 2012)

Scope amendment is attached.

DATED this 1st day of September, 2012

CITY OF KENMORE:

BY: Rob Karlinsky

Rob Karlinsky

Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

Attest/Authenticated:

Patty Safir
Patty Safir, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

Scope of Work #2 (Through Sept 6, 2012)

Task	Topic	Tasks	Cost
13	Public action recommendations and city council meeting	• Meet with staff and discuss actions that the City of Kenmore should take prior to or as part of the disposition process while the property is under City control, including retention of a portion of the site for a park or public square, changes to the zoning code, improvements to the surrounding infrastructure, economic development actions, etc. • Review and add to memos prepared by city staff.. • Prepare a Power Point presentation showing alternative "involvement" strategies for investing in or making public improvements to the property, including a discussion of the range of costs, the effect on future sale and development of the property itself, the effect on other downtown properties, and how to handle associated uncertainties in the disposition process. • This will include a brief analysis of the redevelopment potential over the next ten years of other downtown properties. • Attend the council meeting, make the presentation and answer questions.	\$3,500

**Contract No. 12-C1036
Amendment No. 2**

The following section of the consulting services contract dated June, 2012, and amended in September 2012 between the City of Kenmore and Rod Stevens, dba Spinnaker Strategies is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 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 \$59,220

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on May 10, 2012 and ending March 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.

Scope amendment is attached.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

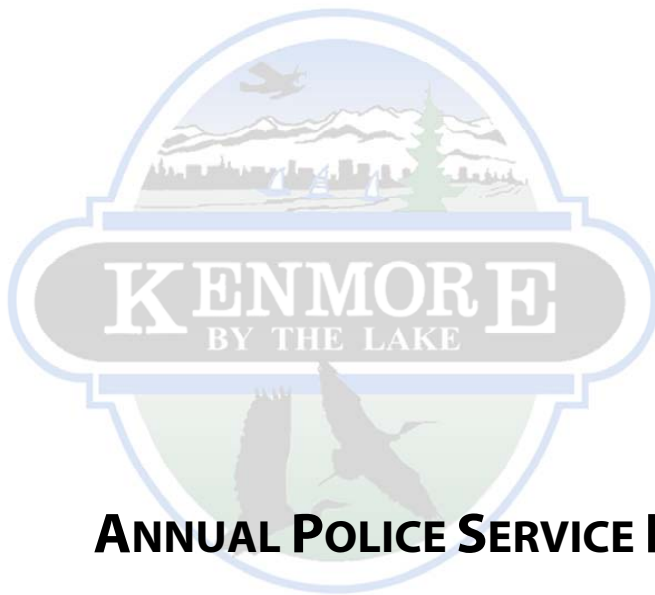
Approved as to Form:

Rod Kaseguma, City Attorney

Contract No.12-C1036 Amendment #2
Scope of Work
Sept 2012-Jan 2013

Task	Topic	Tasks	Cost
14	Taking the Property to Market	• Call industry contacts and indentify the best brokers for this property, both for sale of the park-and-ride lot intended for multi-family use, and for the shopping center portion. • Meet or call brokers, developers and investors to identify their specific interest in the property, their likely purchase terms (including price, closing period and contingencies), their overall interest in a working "partnership" with Kenmore for downtown development, and their history of such activity elsewhere. • Meet or call with possible users to determine their level of interest and their planning periods for making such decisions. • Involve the city manager and assistant city manager in face-to-face meetings whenever possible. • <u>Work Product:</u> A concise, 5- to 10-page memo summarizing the findings above the above, along with recommendations for taking the property to market. This will include a discussion of the risks and returns of different strategies, including the time and money associated with each. This outreach will probably involve calls and meetings with ten to 20 developers, brokers and potential users, plus additional calls to identify these people.	\$8,000
15	Council meeting	• Meet with staff to prepare for this meeting and then meet with council to present the findings and recommendations in early October.	\$2,000
16	Disposition packaging	• Depending on the disposition strategy (likely to be either brokerage or RFP), assist the city in packaging the property or identifying and hiring the best broker. • For the brokerage scenario, this will probably include consultant assisting in the interview process, negotiating brokerage terms, and setting expectations about showings, reporting and the sales period itself.	\$10,000

		• In the event of an RFP, consultant will assist in development of the package describing the property, the City's goals and expectations, and the selection process and timeline. • On client request, consultant shall assist in the selection of brokers, or in the case of an RFP process, developers or investors, including assistance in designing and carrying out the selection process; identifying, screening and narrowing the choice of candidates; and participating in the drafting or crafting of agreements. As requested, consultant shall assist staff in reporting back to council and assisting it in making decisions. It is understood that some of these discussions may be in executive session and shall require confidentiality. • Contingency for work related to this task, depending on the chosen method for property packaging and work requested by client.	\$7,500
17	General Contingency	Extra meetings, tasks to be identified, or significant overages on the above tasks, to be discussed with client in advance.	\$3,500
18	Direct Expenses	Mileage, 10 trips @ 35 miles/ trip @ \$.30 per mile. Ferries, 10 trips @ approx. \$26.50/ trip Miscellaneous printing & supplies, \$130	\$500
Total			\$31,500



CITY OF KENMORE
ANNUAL POLICE SERVICE HIGHLIGHTS & DATA
2012

Provided for the Residents by:

POLICE CHIEF CLIFF SETHER, CITY OF KENMORE POLICE DEPARTMENT
18120 68th Ave NE
Kenmore, WA 98028
Phone: (206) 295-7656

City of Kenmore Administration

MAYOR	David Baker
DEPUTY MAYOR	Bob Hensel
COUNCIL MEMBERS	Milton Curtis Laurie Sperry Brent Smith Glenn Rogers Allan Van Ness
CITY MANAGER	Rob Karlinsey
CHIEF OF POLICE	Chief Cliff Sether



From Your Police Chief

January 31, 2013

Dear Citizens of Kenmore:

The men and women of the Kenmore Police Department are committed to providing high quality, professional law enforcement services to the citizens of Kenmore. We are dedicated to being responsive to the needs of the community. We have had an active partnership with our citizens that have embraced the philosophy of community-oriented policing and problem solving and as a result of this partnership we have seen reductions in crime and the fear of crime.



The Kenmore Police Department conducted a two day live fire Active Shooter and Patrol (ASAP) training this year. The ASAP team, which is comprised of patrol officers, was developed to respond to active shooter incidents at any location within the City. This was the first time we had incorporated nighttime (low light level) scenarios in our training syllabus, which has prepared our ASAP team to efficiently respond to any situation.

This year Kenmore PD applied for and was awarded a grant from the National Association of Drug Diversion Investigators (NADDI) for a prescription drug drop box. Prescription drug abuse is the fastest-growing drug problem in the country. In Washington State 11% of teens use prescription medicines for non-medical reasons - a rate among the highest in the nation. Over half of teens abusing medicines get them from a family member or friend, often without their knowledge. Unwanted medicines left in the home endanger our children, seniors and pets.

Over half of the 37,000 calls to the Washington Poison Center in 2009 were for young children poisoned by medicines found at home. The elderly are also at risk of accidental poisonings and human medications are the leading cause of pet poisoning. Flushing drugs send them into our waters. Throwing them in the garbage makes them available for others to take and use and can still get into the environment.

The City of Kenmore has installed the prescription drug drop box at City Hall, located at 18120 68 Ave NE, Kenmore. Turning in your expired or unused prescription drugs for disposal is the only secure and environmentally sound way to dispose of leftover medicines. **You may drop off your medicines Monday – Friday from 9 am to 5 pm, excluding holidays, no questions asked. We will not accept needles, fluids or inhalers.**

Every year, on the first Tuesday of August, we sponsor National Night Out (NNO) at Kenmore City Hall, located at 18120 68 Ave Ne St. Kenmore, WA from 6 p.m. to 9 p.m. This is the time when the community comes together to promote police-community partnerships; crime, drug and violence prevention; safety; and neighborhood unity. Police officers barbecue hamburgers and hotdogs for our citizens (for FREE!). Police and fire fighting vehicles are on display for all to view and check out. Information is available for the following:

- Block watches,
- House checks,
- Personal safety,
- Fingerprinting and ID cards for kids,
- Bicycle registration cards and



- Home fire prevention.
- This is a great way to get to know some of the people that make up your community. We are looking forward to seeing you at NNO this year.

The Kenmore Police Department offers residential crime prevention surveys for Kenmore residents. This service is free whether you own your home, or rent it. Surveys can be conducted on houses, apartments or condominiums. The survey includes:

- A security survey of the premises.
- Information on how to make your valuables more secure.
- Tips on lighting, landscaping, door and window security, and alarms.
- Personal safety tips to make you and your family more secure.
- Information on neighborhood block watches.
- The importance of Operation ID

If you are interested in setting up an appointment for a survey please contact Officer Mark Childers, Storefront Officer at (206) 205-7652. He is trained and certified in crime prevention.

This report is a review of our performance during the year 2012. It is a compilation of statistics that portray our work and commitment to the citizens of Kenmore. I am happy to report that this year we have seen a reduction in many crime categories such as: Murder, Burglaries, Robbery, Auto Thefts and Larcenies incidents just to mention a few. We will continue to review our strategies and use innovative techniques in our ongoing efforts to reduce crime in Kenmore. We invite your comments and questions.

Sincerely,
Clifford G. Sether
Chief of Police



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About the Annual Police Service Highlights & Data Report

The Annual Police Service Highlights & Data Report contains information on the service efforts and accomplishments of the Kenmore Police Department to support its mission, goals, and objectives. The goal of the report is to keep the City of Kenmore residents, staff, administrators, and elected officials informed of police service and crime activity in the city. The report is produced by the City of Kenmore Police Department in partnership with the King County Sheriff's Office (KCSO) Research, Planning and Informational Services and Contracts Units. Questions about the report can be directed to the Kenmore chief of police.

The Police Service Highlights section gives a narrative of police efforts and year-to-year comparisons of selected crime and police service data. Most of the data in this section is taken from the Police Services Data section unless otherwise indicated as being from a difference source.

The Police Service Data section provides further detailed crime and police service data. Please note that numbers in this section may differ slightly from numbers in the Police Services Highlights due to rounding differences.

Kenmore Police Department Mission, Goals, & Core Values

Mission

The mission of the Kenmore Police Department is to prevent crime and create an environment where people feel safe, while providing quality, professional law enforcement services designed to improve public safety.

Core Values

The Kenmore Police are committed to the core values of Leadership, Integrity, Service and Teamwork. We firmly believe in our core values and let these values guide all work that we do in the community.

Goals & Objectives

In order to realize this mission, the City of Kenmore Police Department has adopted the following goals and objectives:

Goal # 1: Reduce crime and the fear of crime

Objective: Use information for crime analysis

Objective: Apprehend offenders

Objective: Prevent crime

Objective: Improve residents' feeling of security

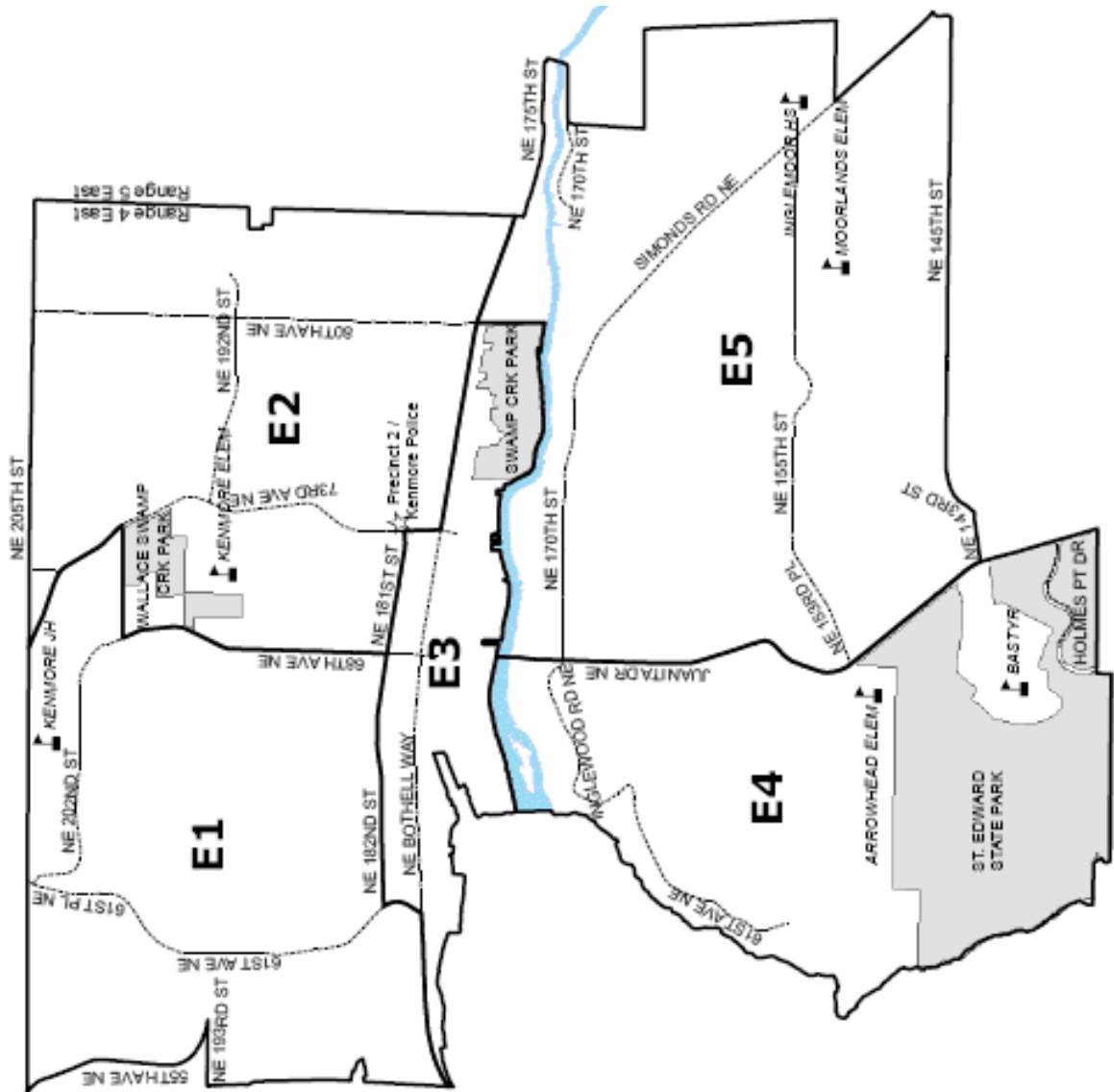
Goal # 2: Provide high-quality, cost-effective, and accountable services to the City of Kenmore

Objective: Provide responsive services to residents.

Objective: Provide cost-effective services to residents.



City of Kenmore Patrol Districts



City of Kenmore **Police Service Highlights** 2012



City Cost Comparison

The city cost comparison study is conducted annually by the King County Sheriff's Office Contracts Unit. The study accounts for city budget differences and may factor in (or factor out) certain line items in an effort to allow for "apples-to-apples" comparison between cities. Kenmore's cost per capita shown here is different than the contract cost per capita, which only includes Kenmore's law enforcement contract paid to the county. The following budget information is obtained directly from the city's budget, which may include funding for extra police services.

City	2011 Crime Rate	2012 Police Budget	2012 Population	2012 Budgeted Sworn	Cost/ Capita	Cost/ Sworn	Sworn/ 1000
Auburn	58.1	\$20,126,760	71,240	101.00	\$283	\$199,275	1.42
Bellevue	30.0	\$37,173,559	124,600	172.00	\$298	\$216,125	1.38
Black Diamond	14.7	\$1,763,451	4,170	10.00	\$423	\$176,345	2.40
Bothell	27.7	\$12,023,413	34,000	58.00	\$354	\$207,300	1.71
Burien	54.3	\$10,134,700	47,730	50.06	\$212	\$202,437	1.05
Covington	35.2	\$3,083,217	17,760	15.70	\$174	\$196,382	0.88
Des Moines	38.6	\$7,633,894	29,700	48.12	\$257	\$158,643	1.62
Edmonds	25.7	\$8,415,166	39,800	55.00	\$211	\$153,003	1.38
Federal Way	50.5	\$23,878,251	89,460	123.00	\$267	\$194,132	1.37
Issaquah	24.8	\$6,274,644	31,150	33.00	\$201	\$190,141	1.06
Kenmore	17.5	\$3,295,050	21,020	16.14	\$157	\$204,099	0.77
Kent	47.2	\$27,373,228	119,100	146.00	\$230	\$187,488	1.23
Kirkland	19.2	\$20,336,617	81,480	99.00	\$250	\$205,420	1.22
Lake Forest Park	22.8	\$3,379,880	12,640	18.00	\$267	\$187,771	1.42
Lynnwood	62.2	\$17,563,993	35,900	71.00	\$489	\$247,380	1.98
Maple Valley	17.0	\$3,665,678	23,340	18.27	\$157	\$200,596	0.78
Mercer Island	18.8	\$5,608,697	22,690	32.00	\$247	\$175,272	1.41
Mukilteo	25.7	\$4,296,500	20,360	28.00	\$211	\$153,446	1.38
Newcastle	21.5	\$1,510,836	10,460	7.86	\$144	\$192,205	0.75
Normandy Park	33.7	\$1,836,257	6,350	12.00	\$289	\$153,021	1.89
North Bend	43.9	\$1,475,900	5,855	6.82	\$252	\$216,384	1.16
Puyallup	74.0	\$14,586,395	37,620	57.00	\$388	\$255,902	1.52
Redmond	25.3	\$16,343,826	55,360	84.00	\$295	\$194,569	1.52
Renton	49.3	\$23,969,943	93,910	127.00	\$255	\$188,740	1.35
Sammamish	7.9	\$4,575,760	47,420	24.11	\$96	\$189,761	0.51
SeaTac	59.1	\$9,021,591	27,210	42.73	\$332	\$211,114	1.57
Seattle	58.1	\$252,217,249	616,500	1,300.00	\$409	\$194,013	2.11
Shoreline	33.6	\$10,650,312	53,270	52.51	\$200	\$202,808	0.99
Snoqualmie	13.7	\$3,433,485	11,320	14.00	\$303	\$245,249	1.24
Tukwila	163.3	\$13,838,710	19,080	71.00	\$725	\$194,911	3.72
Woodinville	34.6	\$2,692,848	10,960	12.50	\$246	\$215,357	1.14
Contract City Averages (weighted)					\$189	\$203,081	0.93
Non-Contract City Averages (weighted)					\$335	\$196,333	1.71



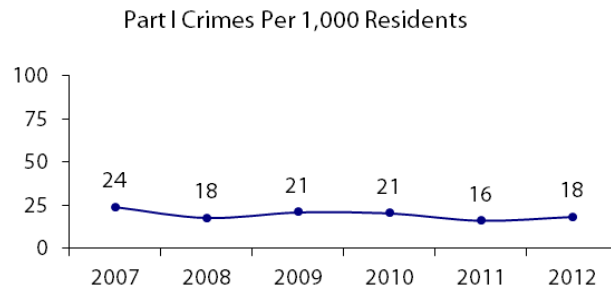
Data sources:

1. City budgets are found on city websites or via city finance personnel.
2. Population is from the Office of Financial Management.
3. Crime rates are from the Washington Association of Sheriffs and Police Chiefs (WASPC).
Crime rates for 2012 were not yet released at this report's publish date.

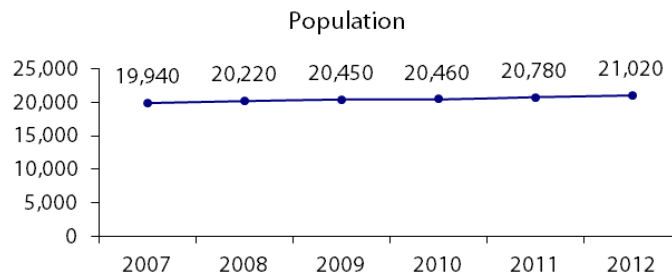


Kenmore's Crime Rate

The Crime Rate is a calculation of the number of Part I Crimes divided by population in thousands. Part I Crimes is a category of crimes established by the Federal Bureau of Investigation (FBI). It includes criminal homicide (which includes murder and non-negligent manslaughter, but excludes deaths by negligence, attempts to kill, suicides, accidental deaths, justifiable homicide, and traffic fatalities), forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson.



Source: Police Services Data



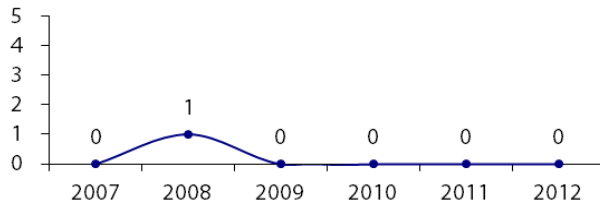
Source: Washington State Office of Financial Management



Part I Violent Crimes against People

Part I Crimes include crimes categorized as “violent crimes” or “crimes against people.” The following are Kenmore’s Part I Violent Crimes.

Murder

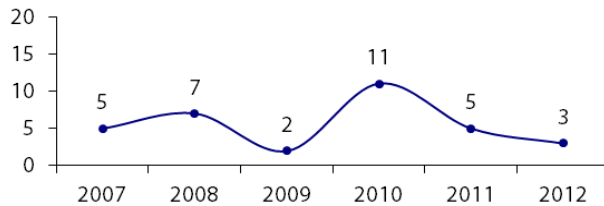


Source for all below: Police Services Data

Murder

The following situations are not included in this crime classification: deaths caused by negligence, suicide, or accident; justifiable homicides; and attempts to murder or assaults to murder, which are counted as aggravated assaults.

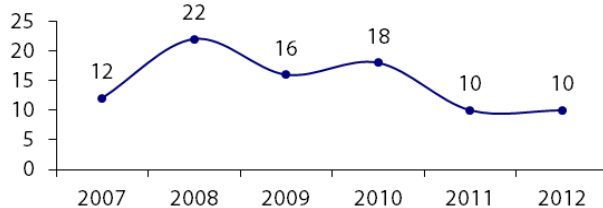
Rape



Rape

Rapes by force and attempts or assaults to rape, regardless of the age of the victim, are included in this count. Statutory offenses (no force used—victim under age of consent) are excluded.

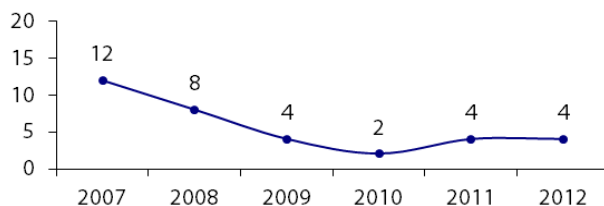
Aggravated Assault



Aggravated Assault

Aggravated assault is an unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

Robbery



Robbery

Robbery is the taking or attempting to take anything of value from the care, custody, or control of a person by force, threat of force, violence, or by putting the victim in fear.

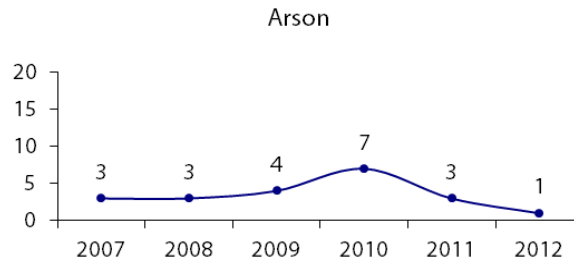


Part I Non-Violent Crimes against Property

The second group of Part I Crimes is known as "non-violent crimes," "crimes against property," or "property crimes." The following are Kenmore's Part I Crimes against Property. Information about vehicle theft, also included in this category, can be found with traffic and automobile incident information.

Arson

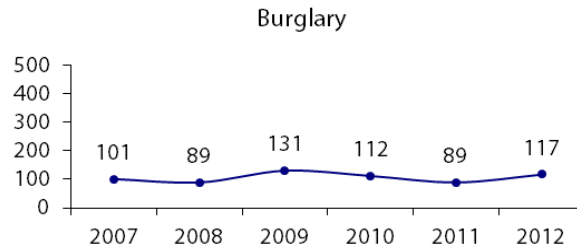
Arson is any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, or personal property of another.



Source for all below: Police Services Data

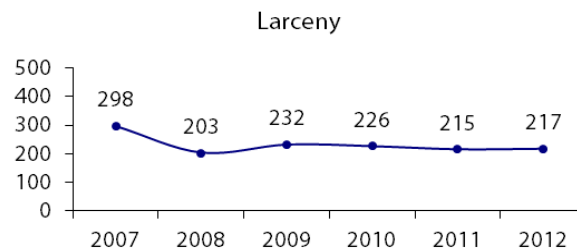
Burglary (breaking or entering)

Burglary is the unlawful entry of a commercial or residential structure with the intent to commit a crime. Attempted forcible entry is included.



Larceny (except vehicles)

Larceny is the unlawful taking, carrying, leading, or riding away of property of any value amount from the possession or constructive possession of another. Examples are thefts of bicycles, motor vehicle parts and accessories, shoplifting, pocket-picking, or the stealing of any property or article that is not taken by force and violence or by fraud. Attempted larcenies are included. Embezzlement, forgery, check fraud, and like crimes are excluded.

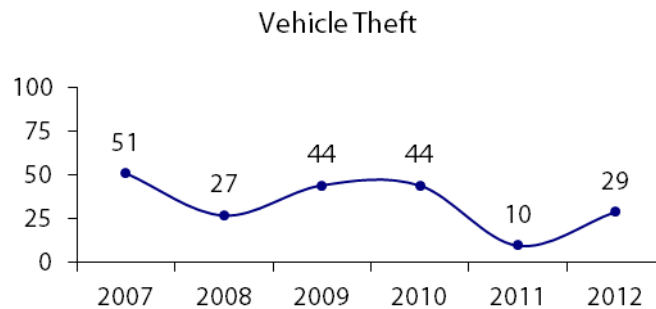


Traffic and Automobile Incident Information

Vehicle theft

Vehicle theft is included in Part I Crimes against Property. It is the theft or attempted theft of a motor vehicle, which is defined as being self-propelled and running on a land surface and not on rails.

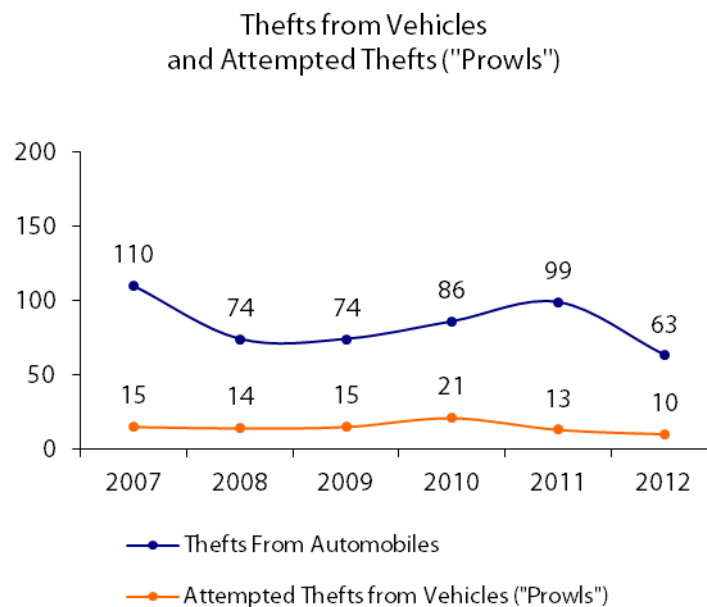
Motorboats, construction equipment, airplanes, and farming equipment are specifically excluded from this category.



Source: Police Services Data

Thefts and Attempted Thefts ("Prowls") from Automobiles

A theft or attempted theft ("prowl") from an automobile is the act or attempted act of taking something from the inside of an automobile.

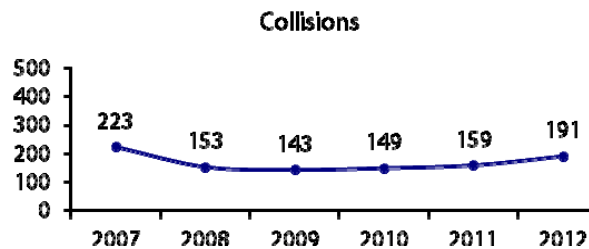


Source: Police Services Data and CAD System



Traffic Collisions

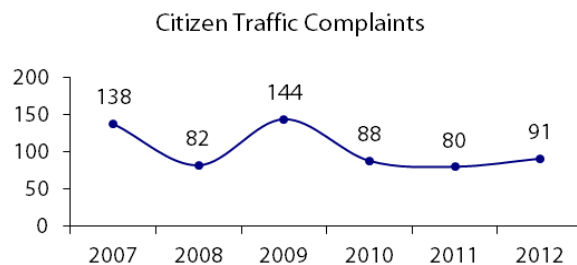
Collision information includes reports for injury, non-injury, and fatality vehicle collisions. Driving under the influence (DUI) collisions are excluded from this category.



Source: Police Services Data

Citizen Traffic Complaints

Citizen traffic complaints include all reports residents make regarding chronic traffic violations and requests for traffic enforcement. Complaints are assigned out to specific traffic enforcement units as well as patrol and are worked on a regular basis. Some complaints are resolved relatively quickly, while others become the site of on-going traffic enforcement projects.

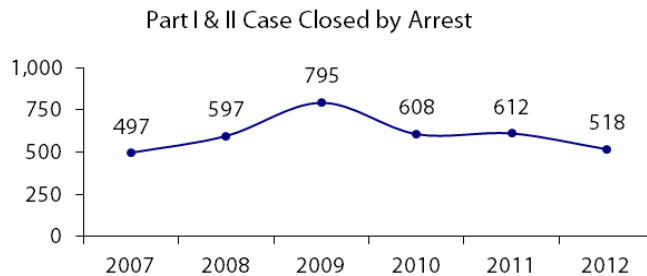


Source: Police Services Data



Part I & II Cases Closed by Arrest

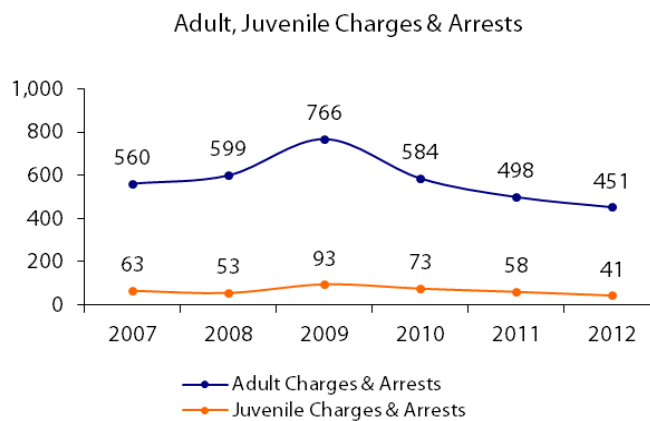
The cases below represent incidents where an officer or detective has recommended that the King County Prosecutor's Office file criminal charges against the case suspect. These criminal charges may result in an arrest or another form of punitive action, such as a citation. A prosecuting attorney is solely responsible for the decision to formally file charges and prosecute defendants.



Source: KCSO RPIS Unit

Adult and Juvenile Charges and Arrests

One or more charges can result from a single arrest. Charges also can be filed when probable cause exists against a person who may not have been arrested. The following are the total number of felony and misdemeanor charges and arrests by adult and juvenile status.



Source: Police Services Data

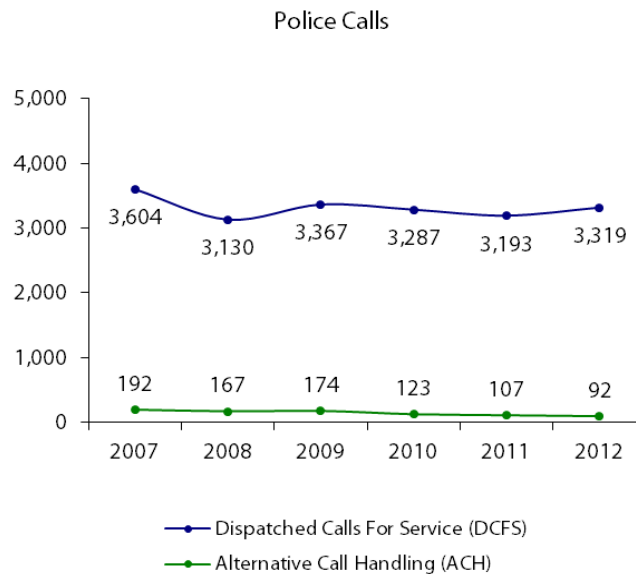


Calls for Police Assistance

The public receives police assistance in a variety of ways. Residents can call the Emergency 911 Communications Center to have one or more officers dispatched to the field, called a “dispatched call for service.”

In addition to dispatched calls for service, 911 center operators can take certain types of reports over the phone through alternative call handling (ACH). This allows police officers more time to respond to those who need an officer present at the location of their incident.

Following are the numbers of dispatched calls for service (DCFS) and alternative call handling (ACH) incidents reported.



Source: Police Services Data and CAD



Dispatched Calls For Service (DCFS): The number of DCFS shown here includes calls that are verified to take place inside the city limits and that are charged to the city as part of its police contract. Total DCFS counts, as shown in the Police Service Data section, may be slightly higher (usually less than 5 percent higher).



Response Times to High Priority Calls

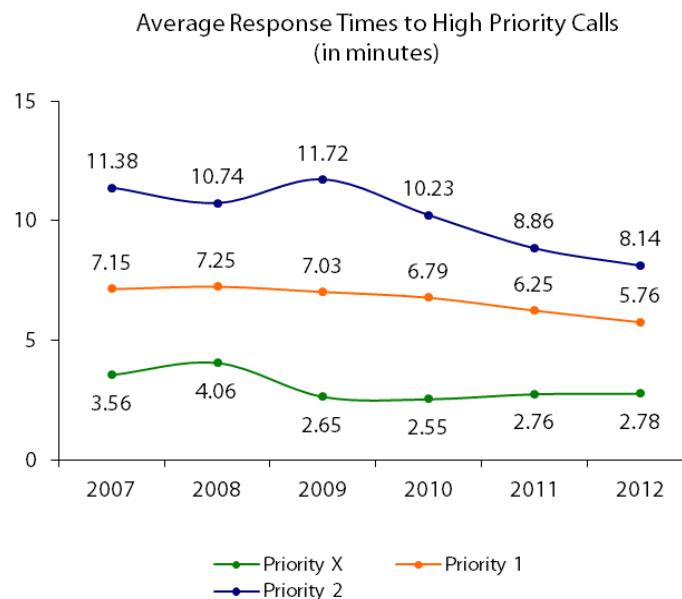
When calls for police assistance are received by the Emergency 911 Communications Center, they are entered into the Computer Aided Dispatch (CAD) system and given a "priority" based on the criteria described below. If the call receiver is in doubt as to the appropriate priority, the call is assigned the higher of the two priority designators in question.

"Priority X" designates critical dispatches. These are incidents that pose an obvious danger to the life of an officer or citizen. It is used for felony crimes in-progress where the possibility of confrontation between a victim and suspect exists. Examples include shootings, stabbings, robberies or burglaries.

"Priority 1" designates immediate dispatches. These are calls that require immediate police action. Examples include silent alarms, injury traffic accidents, in-progress crimes or crimes so recent that the suspect may still be in the immediate area.

"Priority 2" designates prompt dispatches. These are calls that could escalate to a more serious degree if not policed quickly. Examples include verbal disturbances and blocking traffic accidents.

Following are the City of Kenmore's Police response times for the above priority calls. Response times include all time from the receipt of a phone call to the moment an officer arrives at the location of the incident.



Source: Police Services Data

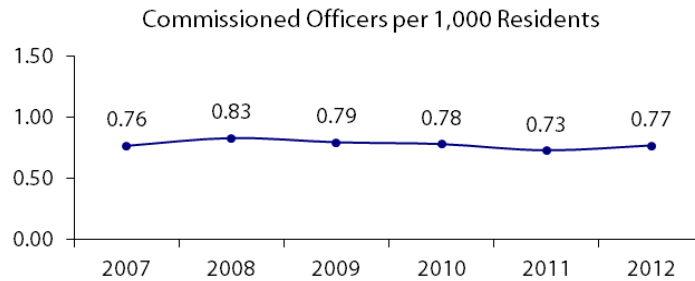


Computer Aided Dispatch (CAD): A computerized communication system used by emergency response agencies for dispatching and tracking calls for emergency assistance.



Commissioned Officers per 1,000 Residents

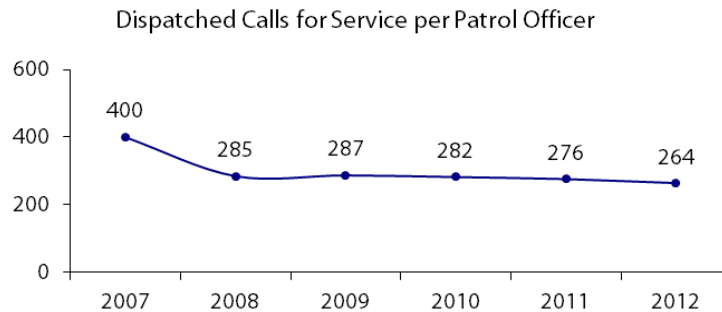
Commissioned officers per 1,000 residents shows how many commissioned police officers are employed by Kenmore for every 1,000 residents. This number includes commissioned officers who work in supervisory or other non-patrol related positions as well as special services officers who work part-time for the city. It does not include professional (i.e. non-commissioned) support staff.



Source: KCSO Contracts Unit

Dispatched Calls for Service (DCFS) per Patrol Officer

Dispatched calls for service (DCFS) per patrol officer is the average number of dispatched calls one patrol officer responds to within a year. This number uses only dispatched calls Kenmore pays for and does not include the number of responses an officer initiates (such as witnessing and responding to traffic violations, called "on views"). Also, the numbers below are *patrol only* and exclude non-patrol commissioned officers (such as supervisors or special duty officers/detectives).



Source: KCSO Contracts Unit



Costs of Police Services per Capita

The City of Kenmore contracts with the King County Sheriff's Office (KCSO) for police services. Among other benefits, contracting for services from a larger law enforcement agency allows for cost savings through "economies of scale." Specific economies of scale provided through the contract with KCSO include:

- Mutual aid agreements with other law enforcement agencies in Washington State
- A large pool of officers if back-up help is necessary
- Coverage if city officers are away
- Expertise of specialized units to assist officers
- More experienced officers to select from for city staffing
- Cost sharing throughout the department to keep city costs down

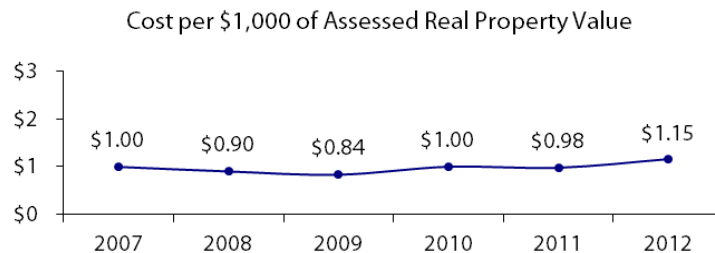
Costs for police services vary depending on a city's resources and the level and type of police services the community wants. The City of Kenmore may have additional funds or expenditures for special projects or programs as part of the city's law enforcement budget. These additional costs are not reflected in the contract cost per capita, which shows the contract cost for police services divided by Kenmore's population.



Source: KCSO Contracts Unit

Cost per \$1,000 of Assessed Real Property Value

Cost per \$1,000 of assessed real property value shows Kenmore's contract cost in relationship to the property values of Kenmore.



Source: King County Assessor's Office



City of Kenmore **Police Service Data** 2012



SUMMARY	1ST	2ND	3RD	4TH	YTD
TOTAL PART 1 OFFENSES	84	112	89	102	387
Part 1 Closed Offenses	16	18	24	14	72
TOTAL PART 2 OFFENSES	140	129	132	129	530
Part 2 Closed Offenses	28	20	21	16	85
Officers Assaulted	0	0	0	0	0
Total Domestic Violence Offenses	24	24	19	32	99
Gang Incidents	2	0	0	1	3
TOTAL ADULT ARREST	112	131	120	88	451
AUTO RECOVERIES	1ST	2ND	3RD	4TH	YTD
Inside / Inside	2	4	3	3	12
Outside / Inside	2	1	4	2	9

PART 1 OFFENSES	1ST	2ND	3RD	4TH	YTD	
Criminal Homicide	0	0	0	0	0	
Rape	1	0	0	0	1	
Child Rape	1	1	0	0	2	
Attempted Rape	0	0	0	0	0	3 Rapes
Robbery, Highway	1	0	2	0	3	
Robbery, Commercial	0	0	0	0	0	
Robbery, Gas Station	0	0	0	0	0	
Robbery, Chain Store	0	0	0	0	0	
Robbery, Residence	0	0	0	0	0	
Robbery, Bank	0	0	0	0	0	
Robbery, Miscellaneous	0	1	0	0	1	
Robbery, Carjack	0	0	0	0	0	4 Robberies
Assault, Firearm	1	2	0	0	3	
Assault, Knife	0	0	1	1	2	
Assault, ODW	0	0	0	0	0	
Assault, Hands	1	2	2	0	5	10 Assaults
Comm Burglary, FE	3	6	4	2	15	
Comm Burglary, NF	0	0	3	4	7	
Comm Burglary, ATT	0	0	0	0	0	22 C Burgs
Residential Burglary, FE	9	20	10	15	54	
Residential Burglary, NF	3	9	11	11	34	
Residential Burglary, ATT	2	1	3	1	7	95 R Burgs
Larceny, +250	22	32	24	30	108	108 L+Boats
Larceny, 0-250	27	30	25	27	109	
Vehicle Theft	10	5	4	10	29	29 Veh Thefts
Truck-Bus Theft	0	0	0	0	0	
Other Vehicle Theft	0	0	0	0	0	
Theft Boat/RV	0	0	0	0	0	
Arson Confirmed	0	0	0	1	1	
TOTAL PART 1 OFFENSES	81	109	89	102	381	



PART 2 OFFENSES	1ST	2ND	3RD	4TH	YTD
Assault 4th	19	12	12	18	61
Forgery/Fraud Offenses	23	12	11	6	52
Stolen Property	2	1	2	0	5
Vandalism	16	24	14	17	71
Weapons	0	1	0	3	4
Commercial Vice	0	0	2	1	3
Total Sex Offenses	7	6	5	4	22
Gambling, Other	0	0	0	0	0
Family/Juvenile Offenses	18	22	16	20	76
DWI	13	8	10	12	43
Liquor Violation	1	9	8	2	20
Disorderly Conduct	0	0	2	1	3
Kidnapping	0	1	0	0	1
Trespass	8	8	10	12	38
Heroin, etc	2	5	4	0	11
Marijuana	2	1	3	1	7
Synthetic Narcotics	0	1	1	0	2
Other Narcotics	0	0	0	0	0
Hate Crimes	0	0	0	0	0
Viol Crt Order (misd)	3	4	7	6	20
Viol Crt Order (felony)	0	1	1	0	2
All Other	26	13	24	26	89
TOTAL PART 2 OFFENSES	140	129	132	129	530

CASES CLOSED/CLEARED					
PART 1	1ST	2ND	3RD	4TH	YTD
Criminal Homicide	0	0	0	0	0
Rape (including attempt)	0	1	0	0	1
Robbery	0	0	1	0	1
Aggravated Assault	2	3	1	1	7
Comercial Burglary	1	1	2	1	5
Residential Burglary	0	3	3	2	8
Larceny +250	4	2	5	3	14
Larceny 0-250	7	8	12	6	33
Arson	2	0	0	1	3
TOTAL PART 1 OFFENSES	16	18	24	14	72

CASES CLOSED/CLEARED					
PART 2	1ST	2ND	3RD	4TH	YTD
Burglary / Larceny, other	4	0	0	0	4
Major Crimes, other	0	0	0	0	0
Assault 4th	20	11	10	15	56
Narcotics	4	7	10	1	22
Check Frauds	0	2	1	0	3
TOTAL PART 2 OFFENSES	28	20	21	16	85

DISPATCHED CALLS					
FOR SERVICE	1ST	2ND	3RD	4TH	YTD
E1	126	142	156	131	555
E2	294	264	305	290	1153
E3	162	192	228	159	741
E4	54	57	58	47	216
E5	147	195	211	190	743
TOTAL DCFS	783	850	958	817	3408

AVG Response Time

LARCENY OFFENSES					
	1ST	2ND	3RD	4TH	YTD
Gas	1	0	0	0	1
APA	1	5	3	2	11
Bike	0	3	2	2	7
COMD	1	3	0	0	4
NSC	4	13	8	15	40
P/P	2	0	0	0	2
P/S	0	1	0	0	1
S/L	11	11	17	6	45
TFA	15	16	10	22	63
TFB	14	10	8	7	39
TOTAL	49	62	48	54	213

ARRESTS	1ST	2ND	3RD	4TH	YTD
Juvenile Arrests					
Felony	0	1	2	1	4
Misdemeanor	5	12	11	9	37
Homicide <from Homicide Unit- Report under Felony>	0	0	0	0	0
TOTAL JUVENILE ARREST	5	13	13	10	41
Adult Arrests					
Felony	10	27	18	7	62
Misdemeanor	102	104	102	81	389
Homicide <from Homicide Unit- Report under Felony>	0	0	0	0	0
TOTAL ADULT ARREST	112	131	120	88	451
Grand Total Arrests	117	144	133	98	492

JUVENILE FEL. ARRESTS	1ST	2ND	3RD	4TH	YTD
Criminal Homicide	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Arson	0	0	0	0	0
Burglary	0	0	1	0	1
Counterfeiting / Forgery	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DWI	0	0	0	0	0
Embezzlement	0	0	0	0	0
Forcible Rape	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling, Other	0	0	0	0	0
Larceny	0	0	0	0	0
Liquor Violation	0	0	0	0	0
Marijuana	0	0	0	0	0
Narcotics / Drug Violation	0	1	0	0	1
Other (except Traffic)	0	0	0	0	0
Other (Traffic Violations)	0	0	0	0	0
Prostitution - VICE	0	0	0	0	0
Robbery	0	0	1	0	1
Sex Offense (No Rape)	0	0	0	0	0
Simple Assault	0	0	0	0	0
Stolen Property	0	0	0	0	0
Vandalism	0	0	0	0	0
Vehicle Theft	0	0	0	1	1
Weapons Violations	0	0	0	0	0
Court Order Violations	0	0	0	0	0
TOTAL	0	1	2	1	4

JUVENILE MISD ARRESTS	1ST	2ND	3RD	4TH	YTD
Criminal Homicide	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
ARSON	0	0	0	0	0
Burglary	0	0	0	0	0
Counterfeiting / Forgery	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DWI	0	1	0	0	1
Embezzlement	0	0	0	0	0
Forcible Rape	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling, Other	0	0	0	0	0
Larceny	1	1	6	2	10
Liquor Violation	0	3	3	1	7
Marijuana	2	5	0	0	7
Narcotics / Drug Violation	0	0	0	0	0
Other (except Traffic)	0	0	1	1	2
Other (Traffic Violations)	1	2	0	0	3
Prostitution - VICE	0	0	0	0	0
Robbery	0	0	0	0	0
Sex Offense (No Rape)	0	0	0	0	0
Simple Assault	1	0	1	4	6
Stolen Property	0	0	0	0	0
Vandalism	0	0	0	1	1
Vehicle Theft	0	0	0	0	0
Weapons Violations	0	0	0	0	0
Court Order Violations	0	0	0	0	0
TOTAL	5	12	11	9	37

ADULT FEL. ARRESTS	1ST	2ND	3RD	4TH	YTD
Criminal Homicide	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Aggravated Assault	2	2	2	1	7
ARSON	0	0	0	0	0
Burglary	1	6	4	2	13
Counterfeiting / Forgery	0	3	0	0	3
Disorderly Conduct	0	0	0	0	0
DWI	0	0	0	0	0
Embezzlement	0	0	0	0	0
Forcible Rape	0	0	0	0	0
Fraud	1	1	0	0	2
Gambling, Other	0	0	0	0	0
Larceny	2	1	1	1	5
Liquor Violation	0	0	0	0	0
Marijuana	0	0	0	0	0
Narcotics / Drug Violation	3	8	7	1	19
Other (except Traffic)	0	3	1	0	4
Other (Traffic Violations)	0	1	0	0	1
Prostitution - VICE	0	0	0	0	0
Robbery	0	1	0	1	2
Sex Offense (No Rape)	0	0	1	0	1
Simple Assault	0	0	0	0	0
Stolen Property	0	1	1	1	3
Vandalism	1	0	0	0	1
Vehicle Theft	0	0	1	0	1
Weapons Violations	0	0	0	0	0
Court Order Violations	0	1	1	0	2
TOTAL	10	27	18	7	62

ADULT MISD ARRESTS	1ST	2ND	3RD	4TH	YTD
Criminal Homicide	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Aggravated Assault	0	1	0	0	1
Arson	0	0	0	0	0
Burglary	0	0	0	1	1
Counterfeiting / Forgery	0	1	1	0	2
Disorderly Conduct	0	0	0	0	0
DWI	16	7	11	11	45
Embezzlement	0	0	0	0	0
Forcible Rape	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling, Other	0	0	0	0	0
Larceny	5	9	12	5	31
Liquor Violation	2	6	9	1	18
Marijuana	3	0	5	1	9
Narcotics / Drug Violation	2	4	0	1	7
Other (except Traffic)	4	8	11	2	25
Other (Traffic Violations)	48	43	43	48	182
Prostitution - VICE	0	0	0	0	0
Robbery	0	0	0	0	0
Sex Offense (No Rape)	0	1	0	0	1
Simple Assault	15	13	9	9	46
Stolen Property	2	2	1	0	5
Vandalism	5	5	0	2	12
Vehicle Theft	0	0	0	0	0
Weapons Violations	0	4	0	0	4
Court Order Violations	3	5	7	5	20
TOTAL	102	104	102	81	389

**Domestic
Violence Related:**

Part 1 Offenses By Patrol District	1st Quarter						2nd Quarter						3rd Quarter						4th Quarter						YTD
	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	Total
Criminal Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Child Rape	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Highway	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Comm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Gas Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Chain Store	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Residence	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Bank	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rob- Carjack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault, Firearm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault, Knife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Assault, ODW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault, Hands	0	1	0	0	0	1	1	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	3
Comm Burg, FE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comm Burg, NF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comm Burg, ATT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Res Burg, FE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1
Larceny, +\$250	0	0	0	0	0	0	0	1	0	0	0	1	2	0	0	0	0	2	0	0	0	0	0	0	3
Theft Boat/RV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Arson Confirmed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	0	0	0	1	1	1	0	0	0	2	2	1	0	0	0	3	0	1	1	0	0	2	8

**Domestic
Violence Related:**

Part 2 Offenses By Patrol District	1st Quarter						2nd Quarter						3rd Quarter						4th Quarter						YTD
	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	Total
Assault Fourth	4	1	4	0	3	12	4	2	2	0	1	9	1	1	2	0	4	8	5	3	0	1	6	15	44
Forgery/Fraud	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stolen Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vandalism	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	1	2
Weapons Vio	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Vice	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Family/Juvenile	0	0	2	0	0	2	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3
DWI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Liquor Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kidnapping	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Trespass	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opium, coke, etc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marijuana	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Synthetic Narcotics	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Narcotics	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VCO-Misd	0	1	0	0	1	2	0	1	2	0	0	3	4	2	1	0	0	7	1	3	2	0	0	6	18
VCOFelony	0	0	0	0	1	1	0	1	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	3
All other	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	1	0	1	0	0	0	1	3
Total	4	2	6	0	5	17	6	6	4	0	1	17	5	4	4	0	4	17	7	7	2	1	6	23	74

TRAFFIC VIOLATIONS																		
	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD	
Patrol [from CAD]	144	167	174	485	159	171	168	498	120	166	167	453	155	152	158	465	1,901	
DWI [399, 404]	6	3	4	13	3	1	4	8	3	5	2	10	6	4	2	12	43	
Moving / Hazardous [400-403,405-413,415,417-423,426]	94	116	125	335	108	111	98	317	72	102	125	299	100	100	104	304	1,255	
Non-Moving/Compliance [414,416,424,425,427]	44	48	45	137	48	59	66	173	45	59	40	144	49	48	52	149	603	
Total	144	167	174	485	159	171	168	498	120	166	167	453	155	152	158	465	1,901	
Parking Citation [416]	10	12	8	30	8	15	25	48	15	16	13	44	11	20	13	44	166	
Seat Belt Violations [426]	0	1	2	3	4	5	0	9	1	2	5	8	4	1	0	5	25	
Total Traffic Citations Issued	144	167	174	485	159	171	168	498	120	166	167	453	155	152	158	465	1,901	
TRAFFIC ACCIDENTS/ COMPLAINTS																		
	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD	
Accident, DUI [399]	1	0	1	2	1	1	2	4	0	2	1	3	0	1	0	1	10	
Accident, Injury [401]	2	8	6	16	5	3	4	12	6	4	7	17	3	4	3	10	55	
Accident non-Injury [402]	13	17	11	41	11	8	7	26	8	20	6	34	16	14	4	34	135	
Accident, Fatal [403]	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
Hit & Run Occupied Non-Injury [406]	2	0	2	4	2	1	0	3	0	1	1	2	1	1	2	4	13	
Hit & Run Unoccupied [407]	3	2	1	6	0	1	2	3	3	3	3	9	0	1	1	2	20	
Hit & Run Injured [408]	1	0	0	1	0	0	0	0	0	1	0	1	1	0	1	2	4	
Traffic Complaint [421]	8	10	10	28	14	7	4	25	6	7	16	29	4	3	2	9	91	

TRAFFIC INFORMATION																		
VIOLATIONS	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD	
399 Accident, DUI	1		1	2	1	1	2	4		2	1	3		1		1	10	
ABANDONED VEH(SP. OPS)																		
400 Abandoned Vehicle	6	8	5	19	6	5	4	15	1	6	7	14	5	5	3	13	61	
ACCI, INJURY (SP. OPS.)																		
401 Accident, Injury	2	8	6	16	5	3	4	12	6	4	7	17	3	4	3	10	55	
402 Accident, Non-Injury	13	17	11	41	11	8	7	26	8	20	6	34	16	14	4	34	135	
403 Accident, Fatal			1	1				0				0				0	1	
D.U.I. (SPECIAL OPS)																		
404 D.U.I.	5	3	3	11	2		2	4	3	3	1	7	6	3	2	11	33	
PHYSICAL (SPECIAL OPS)																		
405 Physical Control			1	1		1		1	1			1				0	3	
406 Hit & Run, Occupied Non-Injury	2		2	4	2	1		3		1	1	2	1	1	2	4	13	
407 Hit & Run, Unoccupied	3	2	1	6		1	2	3	3	3	3	9		1	1	2	20	
408 Hit & Run, Injury	1			1				0		1		1	1		1	2	4	
409 Incident, NSC (Oth than Acci)				0				0				0				0	0	
410 Motorcycle Complaint				0				0				0				0	0	
NEG DRIV (SPECIAL OPS)																		
411 Negligent Driving	2			2				0				0	1		1	2	4	
Oth Moving (SPECIAL OPS)																		
412 Other Moving Violation	17	24	30	71	21	17	24	62	17	19	26	62	17	23	28	68	263	
DEFECTIVE (SPECIAL OPS)																		
413 Defective Equipment	4	4	3	11	1	9	4	14		3	7	10	4	5	8	17	52	
OTH NON (SPECIAL OPS)																		
414 Other Non-Moving Violation	4	3	3	10	5	7	2	14	2	3	3	8	4	2	1	7	39	
415 Off Road Vehicle/ATV Violation				0				0				0				0	0	
PARKING (SPECIAL OPS)																		
416 Parking Violation	10	12	8	30	8	15	25	48	15	16	13	44	11	20	13	44	166	
417 Pedestrian/Bicycle Violation	2	3		5	1	2		3		2		2			1	1	11	
RECKLESS (SPECIAL OPS)																		
418 Reckless Driving				0				0				0				0	0	
SPD PACE (SPECIAL OPS)																		
419 Speeding (Pace)	1	2		3		2		2				0				0	5	
SPD RADAR (SPECIAL OPS)																		
420 Speeding (Radar)	33	37	53	123	42	50	49	141	29	34	47	110	44	42	50	136	510	
TRAFFIC COMP INV(SP. OPS																		
421 Traffic Complaint Investigation	8	10	10	28	14	7	4	25	6	7	16	29	4	3	2	9	91	
422 Attpgt to Elude (Felony Flight)				0	1			1				0		1		1	2	
CNTRL (OTH) (SP. OPS)																		
423 Control (Other than Fire)				0				0				0				0	0	

TRAFFIC INFORMATION																	
VIOLATIONS	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
DWLS/DWLR (SPECIAL OPS																	
424 Driving While License Revoked / Suspended	10	17	7	34	12	9	14	35	7	15	10	32	14	4	17	35	136
OPER LIC. (SPECIAL OPS)																	
425 Operator's Lic Violations, Other	1	1	5	7	3	4	1	8	1	3		4	2	3	6	11	30
SEATBELT (SPECIAL OPS)																	
426 Seatbelt Violation		1	2	3	4	5		9	1	2	5	8	4	1		5	25
VEH LIC (SPECIAL OPS)																	
427 Vehicle License Violations	19	15	22	56	20	24	24	68	20	22	14	56	18	19	15	52	232
TOTAL VIOLATIONS	144	167	174	485	159	171	168	498	120	166	167	453	155	152	158	465	1,901



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Presentation and status report on Squires Landing Park restoration		For Council Meeting Agenda of: March 18, 2013	
Proposed Council Action/Motion: No action required		Department: Community Development	
		Prepared by: Debbie Bent, Director	
		Approved by Department Head: <u>Initial & Date</u> <u>DB 2/8/13</u>	
		Approved by City Attorney:	
		Approved by Finance Director: <u>2/8/13</u>	
		Approved by City Manager: <u>RJK</u>	
		Exhibits/Attachments: 1. Aerial showing Squires Landing Park boundary and restoration area.	
Expenditure Required \$14,000 in available remaining grant funds.		Amount Budgeted: \$14,000 grant funds remain from the original 2009 \$100,000 King County Conservation District grant.	Appropriation Required \$0
INFORMATION/BACKGROUND: At the 3/18/13 Council meeting, staff and Sara Noland of ESA Associates will give a presentation and status report on the restoration efforts at Squires Landing park. A public presentation and status report are grant requirements. Squires Landing park is accessed from NE 175 th Street and is an undeveloped 40 acre park, transferred to the City from King County in August 2008. The property is located along the northern bank of the Sammamish River, near the Swamp Creek confluence. On 10/26/09 Council authorized the City Manager to accept a King County Conservation District WRIA Forum grant for restoration of a three acre area in Squires Landing park (see Attachment #1) in the amount of \$80,000 and authorized the use of \$20,000 of the King Conservation District Assessment funds. Appropriation of \$100,000 was authorized in the Stormwater Management fund. There is approximately \$14,000 left in grant funds which will be expended in 2013. The goals for the restoration project are: 1. Weed reduction; 2. Increasing native plants; and 3. Volunteer and community involvement. Activities in 2010 through 2012 included a combination of weed control/weed removal by Earth Corps and the public works crew, native planting by volunteers, and environmental assistance from ESA Associates. In 2013, the remaining grant funds will be used to focus on bamboo and knotweed control, replanting areas where weeds have been treated and completing the final grant reporting requirements. The restoration area efforts will result in native plants shading out weeds, shade to the river, improved wildlife habitat and volunteer involvement. Following completion of restoration activities in 2013, the grant requires two years of ongoing monitoring and maintenance which is anticipated to be completed by the City in cooperation with citizen groups and volunteers.			
FISCAL CONSIDERATION: \$14,000 remaining available grant funds			
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: 2012-2013 Goal 6 – Implement a parks improvement and financial plan. 2012-2013 Goal 9 – Increase the use and participation of community volunteers in operation of the City.			

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Attachment 1



City of Kenmore – Swamp Creek Park Restoration

Approximate Park
Boundary

Approximate Restoration
Area (3 acres)



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

Subject/Topic: Discussion and Direction on Proposed Phase One Improvements at Northshore Summit Park Proposed Council Action/Motion: Discussion on the topographical survey, potential play structure location and direction to proceed with design and construction of Phase One park improvements.	For Council Meeting Agenda of: March 18, 2013 Department: Community Development Prepared by: Debbie Bent, Director <table style="width: 100%;"><tr><td style="width: 60%;">Approved by Department Head:</td><td style="width: 40%; text-align: right;"><u>Initial & Date</u> DB 2/27/13</td></tr><tr><td>Approved by City Attorney:</td><td style="text-align: right;">[Signature] 3/5/13</td></tr><tr><td>Approved by Finance Director:</td><td style="text-align: right;">[Signature]</td></tr><tr><td>Approved by City Manager:</td><td style="text-align: right;">[Signature]</td></tr></table> Exhibits/Attachments: 1. Survey of Northshore Summit park 2. Aerial showing location of wetland and staff recommended play structure location 3. Northshore Summit Park 2006 Master Plan drawing	Approved by Department Head:	<u>Initial & Date</u> DB 2/27/13	Approved by City Attorney:	[Signature] 3/5/13	Approved by Finance Director:	[Signature]	Approved by City Manager:	[Signature]
Approved by Department Head:	<u>Initial & Date</u> DB 2/27/13								
Approved by City Attorney:	[Signature] 3/5/13								
Approved by Finance Director:	[Signature]								
Approved by City Manager:	[Signature]								
<table style="width: 100%;"><tr><td style="width: 33%;">Expenditure Required \$190,000</td><td style="width: 33%;">Amount Budgeted The 2013-2014 adopted budget allocates \$190,000 for Phase One improvements at Northshore Summit Park, consistent with the adopted 2011-2016 adopted Capital Improvement Program (CIP). Park impact fees are the source of revenues to fund expenditures.</td><td style="width: 33%;">Appropriation Required \$</td></tr></table>		Expenditure Required \$190,000	Amount Budgeted The 2013-2014 adopted budget allocates \$190,000 for Phase One improvements at Northshore Summit Park, consistent with the adopted 2011-2016 adopted Capital Improvement Program (CIP). Park impact fees are the source of revenues to fund expenditures.	Appropriation Required \$					
Expenditure Required \$190,000	Amount Budgeted The 2013-2014 adopted budget allocates \$190,000 for Phase One improvements at Northshore Summit Park, consistent with the adopted 2011-2016 adopted Capital Improvement Program (CIP). Park impact fees are the source of revenues to fund expenditures.	Appropriation Required \$							
INFORMATION/BACKGROUND: At the 3/11/13 Council meeting, staff will present the topographical and boundary survey drawing. At the 11/5/12 Council meeting, council asked for an opportunity to review the survey drawing before giving direction on proceeding with construction plans for improvements consistent with the adopted Northshore Summit Park master plan. Attachment #1 is the survey drawing. Attachment #2 is an aerial drawing showing the location of the wetland, wetland buffer and a staff recommended location for a play structure (50 foot diameter area/approximate 1,920 sq.ft) area shown. The location of existing utilities, location of surface water features, location of the current maintenance access road, need for any landscape screening, ADA access requirements, mitigation requirements for wetland buffer reduction, would be determined in the preparation of construction drawings if council direction is to proceed. The \$190,000 budgeted in 2013 must cover the expenditures of preparing construction drawings, permitting, construction, play equipment and related improvements. An area west of the wetland is the preferred location for the play structure for several reasons: 1. This is a relatively flat area of the site which reduces the amount of grading needed; 2. It is relatively close to the street so improves security and visibility; 3. It is closer to the existing maintenance access so easier to combine with ADA access and; 4. It provides visibility to other areas of the park and 5. Retains more of the level upper area for informal recreation. The type of play equipment selected for the playground would be a combination of manufactured and natural features which is consistent with the intent of the master plan. As stated at the 6/21/12 community meeting, community comment on a couple of play equipment design options could be obtained during the development of construction and design plans for Phase One Improvements. Background: <u>2006 Master Plan for Northshore Summit Park:</u> A park master plan for the Northshore Summit Park was adopted on 3/27/06. Attachment #1 shows the proposed improvements identified in the master plan.									

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2011-2012 Budget: The 2011-2012 adopted budget included \$330,000 within the Park Capital Improvement Program (CIP) to fund a first phase of improvements (\$30,000 design in 2011 and \$300,000 for construction in 2012). A proposal for playground equipment, a contract for \$57,876.62 with Sitelines was presented to Council 9/19/11 for approval but Council tabled the discussion to a later date in part due to neighborhood requests for public involvement and review of the master plan. The Sitelines playground was larger in area and scope than the playground shown on the master plan. The City hired a Temporary Parks Project Manager (Bill Evans) in June 2012 to manage and implement parks projects in the adopted CIP, including the Northshore Summit Park Phase One project.

June 2012 Community Meeting Discussion of Phase One Northshore Summit Park Improvements: On 6/21/12 the City held a meeting to let the community know of the intent to move forward with construction of Phase 1 park improvements at the Northshore Summit Park consistent with the approved master plan, using funds allocated in the City's 2011-2012 adopted budget. The site drainage improvements and playground facilities were intended to be part of Phase 1 with other improvements included depending on available budget. The Community Meeting provided an opportunity for the community to become familiar with the master plan and ask questions about the proposed improvements.

July 2012 Wetland Identification and Wetland Regulations: In July 2012 ESA (environmental consultant) conducted an environmental assessment at the park. A Class 3 wetland (4,470 sq.ft.) was identified in the approximate location of the playground shown on the master plan. Two other possible wetlands were identified close to the western park boundary but these are drainage ditches and do not meet the City's jurisdictional definition of wetlands. The characteristics of an area that result in its classification as wetland are defined by federal and state agencies. Numerous federal, state and local regulations also govern development and other activities in or near wetlands.

The methodology for delineating a wetland is based upon three essential characteristics that must be present: 1. Hydrophytic vegetation; 2. Hydric soils; and 3. Wetland hydrology. The wetland at the park had the three essential wetland characteristics and met the City's definition of a Class 3 wetland. The City requires a 60 foot wetland buffer from the edge of the wetland. The City's regulations allow a degraded wetland buffer to be reduced to 45 feet through a combination of buffer enhancement and low impact development strategies (stormwater management). An additional 15 foot building setback does not apply to playground equipment.

Per the Kenmore Municipal Code KMC 18.55.100 "All actions and developments shall be designed and constructed in accordance with mitigation sequencing to avoid, minimize, restore and compensate for adverse impacts". Applicants must first demonstrate an inability to avoid or reduce impacts before restoration and compensation of impacts is allowed. This sequence is also outlined in State Rules (WAC 197-11-768). Based on City regulations and also Department of Ecology and US Corps of Engineers regulations, the City cannot demonstrate that there are no opportunities for avoidance, minimization and restoration, and therefore would not be allowed to fill the wetland and "compensate", for the wetland impacts on or off site

September 2012 Council Discussion of the 2013-2018 Park Capital Improvement Program (CIP): On 9/17/12 Council discussed a draft park CIP for 2013-2018. The draft CIP includes \$190,000 of funding for construction of Phase One Northshore Summit Park improvements in 2013. This also assumes \$80,000 of expenditures in 2012 related to wetland report, survey work, preparation of construction plans and project management. Park impact fee revenues are the funding source for expenditures. On 9/17/12 during Council discussion of the draft 2013-2018 CIP, staff presented two options for estimated project costs for Phase 1 park improvements. Option A costs at \$155,275.00 and Option B costs at \$271,395.00. No direction was given on 9/17/12 as Council wanted an on-site meeting at Northshore Summit Park to obtain further community input and review how the on-site wetland affected the location of park improvements particularly the playground.

October 2012 Council Meeting at Northshore Summit Park: On 10/8/12 an informal Council meeting was held on-site at Northshore Summit Park. The goals of the meeting were: 1) To provide a status update since the 6/21/12 community meeting held at city hall; 2) Show the approximate location of the wetland and wetland buffer on-site; 3) Show possible playground locations outside of the wetland and buffer, and hear community feedback on the playground locations; and 4) Review next steps. Attachment #4 is meeting notes from the 10/8/12 meeting.

October and November 2012 Council Discussion and adoption of the 2013-2019 Park Capital Improvement Program (CIP): Following discussion 10/29/12, 11/5/12, 11/13/12 and public hearings on 10/22/12 and 11/26/12, Council adopted the CIP

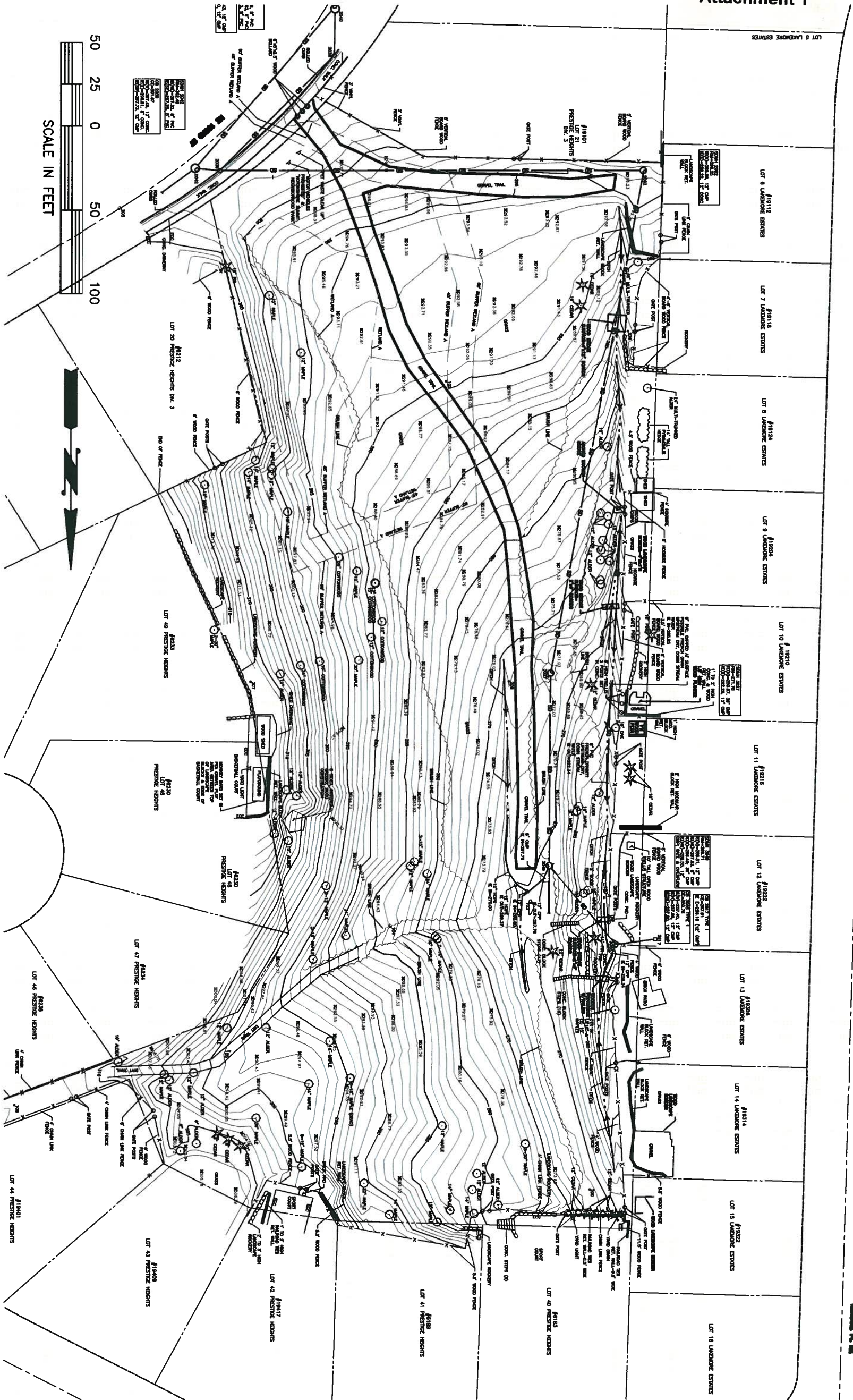
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11/26/12. The CIP includes \$190,000 in 2013 for Northshore Summit Park improvement design and construction. The Phase One project includes a proposed playground, drainage improvements and potential improvement to the footprint of the existing maintenance access to provide ADA access to the playground and other potential site improvements based on available budget.

FISCAL CONSIDERATION: The adopted 2013-2018 CIP allocates \$190,000 in 2013 for design and construction costs of Northshore Summit Park Phase One park improvements. The \$190,000 is based on the following estimate: \$140,000 for project design/construction; \$28,000 project contingency; and \$15,960 sales tax.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Goal 5 – Implement a parks improvement and financial plan.

Attachment 1





City of Kenmore

18020 68th Ave NE - PO Box 82607, Kenmore WA 98028
425-398-8900 - Fax: 425-481-3236

**NORTHSHORE SUMMIT PARK
SURVEY/AERIAL EXHIBIT**

