

City of Kenmore



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

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, March 21, 2011
Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the February 14, 2011 Regular Council Meeting and February 22, 2011 Regular Council Meeting.
- B. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.
- C. Accept December 2010 Financial Reports for the City of Kenmore, Washington - Joanne Gregory, Finance Director
- D. Adopt Ordinance No. 11-0321 Extending the Franchise Agreement for Cable Services Between the City of Kenmore and Comcast of Washington IV, Inc. and Comcast of California/Colorado/Texas/Washington, Inc. and jointly known as Comcast Cable, Inc. to December 31, 2011 and Establishing an Effective Date - Nancy Ousley, Assistant City Manager.
- E. Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County Department of Adult and Juvenile Detention Community Work

V. CONSENT AGENDA

Program for Public Works Services in an Amount not to exceed \$69,832 –
Jennifer Gordon, Public Works Operations Manager

- F. Motion to schedule a Special Council Workshop on A Regional Coalition for Housing (ARCH) “Housing 101” at 6:00 p.m., prior to the Regular Council Meeting Scheduled for 7:00 p.m., Monday, March 28, 2011.

VI. 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.

VII. PROCLAMATION

- A. Proclamation to Participate in National Kids to Parks Day on May 21, 2011.

VIII. BUSINESS AGENDA

- A. Report from Mayor Baker, Councilmember Rogers, Councilmember Van Ness and City Manager Frederick Stouder on March 10-11 Meetings with Congressional Delegation Offices, Congressional Senior Staff and Federal Agencies on State Route 522 Project and Kenmore Navigation Channel Dredging Funding Requests.

IX. COUNCILMEMBER COMMENTS/REPORTS

X. ADJOURNMENT

Upcoming Meetings:

March 28, 2011 7:00 p.m. Regular Council Meeting

NEXT TOWN HALL QUARTERLY COUNCIL MEETING: April 11, 2011 6:30 p.m.

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

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

Staff present: Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Cliff Sether, Police Chief; Dawn Findlay, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Brent Smith, Kenmore resident, led the flag salute.

AGENDA APPROVAL

Deputy Mayor Milton Curtis moved to approve the agenda as submitted. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Councilmember Laurie Sperry moved to approve the consent agenda as submitted. seconded the motion to approve the Minutes of the January 10, 2011 Regular Meeting and the January 19, 2011 Special Council Meeting; Approval of Claim Nos. 23321 - 23464 in the Amount of \$952,494.65 for the period ending February 2, 2011; Declare the Single-Family Residence and all Above Ground Structures at 7321 NE 192nd Street to be Surplus and Authorized for Sale; Authorize the City Manager to Acquire and Restore the 16,250 Square Foot Parcel at 18808 73rd Ave NE with Surface Water Management Funds in the Amount of \$422,000, Which Includes the Purchase Price, Acquisition Fees, and Site Restoration; Authorize City Manager to Execute Contract No. 11-C910 with Olympic Environmental Resources for Project Management of the 2011 City of Kenmore Recycling Projects; Adopt Resolution No. 11-185 Adopting the North King and South Snohomish Counties Regional Mitigation Plan 2010 Update as Developed by the Emergency Services Coordinating Agency in Cooperation with Fourteen Cities, Towns and Special Purpose Districts; Adopt Resolution No. 11-188 in Support of Placing on the Ballot for King County Voters' Consideration in 2011 a Measure that Would Renew the King County Veterans and Human Services Levy; and a Motion to Change the Tuesday, February 22, 2011 Regular Council Meeting Start Time from 7:00 p.m. to 6:00 p.m. The motion passed 6-1 with Councilmember John Hendrickson voting no.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state the importance of City financial planning and the recruitment of a new City Manager.

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Carl Michelman, 18023 62nd Ave. NE, Kenmore, was present to state his concerns related to the proposed Council Conduct ordinance.

Janet Hays, 6303 NE 181st St., Kenmore, was present to state her concerns related to the discussions at the recent Council Retreat and the proposed Council Conduct ordinance.

Bob Black, 8232 NE 166th, Kenmore, was present to state his concerns related to the proposed Council Conduct ordinance. He stated that he continues to support the public's right to purchase and discharge fireworks on the 4th of July.

Dianne Bates, 6239 NE 204th Place, Kenmore, was present to state her concerns related to the proposed Council Conduct ordinance.

Todd Bergmann, 19812 68th Ave. NE, Kenmore, was present to state his concerns related to the proposed Council Conduct ordinance.

Bob Hays, 6303 NE 181st St., Kenmore, was present to state his concerns related to the discussions at the recent Council Retreat and the proposed Council Conduct ordinance.

Bill Roetcisoender, 6130 NE 197th, Kenmore, was present to state his support of for the proposed Council Conduct ordinance.

PROCLAMATION

Proclamation Recognizing Kenmore Les Schwab Tire Centers for their Generosity to the Kenmore Community - Mayor David Baker, on behalf of the entire City Council, awarded the staff representatives from the Kenmore Les Schwab Tire Center a proclamation and plaque for their generosity to the community.

BUSINESS AGENDA

Discussion and Adoption of Ordinance No. 11-0320 Amending Section 9.50.030 of the Kenmore Municipal Code Relating to the Definition of the Crime of Prostitution, and Providing for an Effective Date – Cliff Sether, Kenmore Police Chief, was present to review the proposed ordinance. He stated that the passage of this ordinance would adopt the Revised Code of Washington (RCW) definition of “Sexual Contact” and is on the advice of the City’s Prosecutor and King County Police Services. He was also available to answer any questions.

Deputy Mayor Milton Curtis moved to Adopt Ordinance No. 11-0320 Amending Section 9.50.030 of the Kenmore Municipal Code Relating to the Definition of the Crime of Prostitution, and Providing for an Effective Date. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Motion to Adopt Resolution 11-187 Declaring an Emergency for the Earth Slide in the 15300 Block of 61st Place NE that Endangers the Public Roadway and Utilities - Ron Loewen, City Engineer, was present to provide a report in which he reviewed that during the December 12, 2010 and

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January 12, 2011 weather events, a portion of the hillside at 15301 61st Place NE on the west side of the roadway slid as a result of saturated soils. He stated that the slide extended to the curb of the roadway and endangered the roadway and utilities within the public right-of-way and that immediate action was warranted and temporary measures were taken to stabilize the site. He stated that staff is requesting that the City Council appropriate the funds necessary to complete the design and construction of the retaining wall at a later date along with appropriate budget amendments. He was also available to answer any questions.

Councilmember Bob Hensel moved to Adopt Resolution 11-187 Declaring an Emergency for the Earth Slide in the 15300 Block of 61st Place NE that Endangers the Public Roadway and Utilities. Councilmember Allan Van Ness seconded the motion. The motion passed unanimously.

Discussion and Possible Action on Policing Evaluation Services Contract No. 11-C912 with Matrix Consulting Services in the Amount of \$40,000 – Nancy Ousley, Assistant City Manager, was present to give a report. She reviewed that one of the Council's top five policy priorities for 2010 and 2011 is the review of contract services and contract service delivery. She stated that the proposed contract is for the continuation of that review. She was also available to answer any questions.

Richard Brady, Matrix Consulting Services, was present to review the proposed contract and the displays that he had brought with him. He was also available to answer any questions.

Discussion followed.

Deputy Mayor Milton Curtis moved to Authorize the City Manager to Execute a Policing Evaluation Services Contract No. 11-C912 with Matrix Consulting Services in the Amount of \$40,000. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Discussion and Consideration of a City of Kenmore Transportation Benefit District (TBD) - Ron Loewen, City Engineer, was present to give a report in which he reviewed that based on the discussion at the July 12, 2010 Council meeting; City Staff was directed to proceed with the preparation of reports and documents related to the creation of a TBD. He reviewed the documents that were included in the Council packet. He was also available to answer any question.

It was Council consensus not to pursue a TBD at this time.

Adoption of Ordinance No. 11-0321 of the City of Kenmore, Washington, Adopting Rules of Conduct for City Council Members, Providing for Severability, and Establishing an Effective Date – Mike Kenyon, attorney, was present to review the proposed ordinance. He was also available to answer any questions.

Discussion followed.

It was Council consensus to have the already appointed 3-member Council sub-committee meet to review the Council rules and procedures and report back to the entire Council with a recommendation.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember John Hendrickson stated that he had not received the questions he had asked relating to the City's taxing authority. He also stated that he had submitted a public record request and the response he got from staff was that they provided him with the audio, but that wasn't a sufficient response. He had concerns about the amount of time it would take him to listen to all those hours of Council meeting audio to find the discussion that he believes exists. He stated that staff be directed to listen to all those hours of audio and find it for him.

Councilmember John Hendrickson made a motion to direct staff to follow through and listen to the meeting audio. Councilmember Bob Hensel seconded the motion. The motion failed 1-6 with Councilmember John Hendrickson being the only aye.

Mayor David Baker stated that we can take our bank capacity. He also stated his concerns relating to the Social Security program.

Deputy Mayor Milton Curtis reviewed the positive steps that are being taken to alleviate the odors from the asphalt plant.

Councilmember Allan Van Ness reported on the recent conference he attended in Savannah Georgia. He stated that amongst the other the various classes/training he participated in at that conference was the role of economic strategy.

It was Council consensus that a 3-member Council sub-committee be formed to meet and review Kenmore's current economic strategy and discuss how the City could implement this some of this new strategy.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 9:50 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

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CALL TO ORDER REGULAR MEETING - 6:00 P.M.

Mayor David Baker adjourned the regular meeting to an Executive Session regarding Personnel Pursuant to RCW 42.30.110(1)(g) for 55 minutes. He stated that no action is anticipated when the executive session.

At 6:55 p.m. the Mayor David Baker announced that the executive session would be extended another 15 minutes.

The meeting adjourned back to regular session at 7:15 p.m.

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

Staff present: Fred Stouder, City Manager; Nancy Ousley, Assistant City Manager; Cliff Sether, Police Chief; and Dawn Reitan, City Attorney.

FLAG SALUTE

Mayor David Baker led the flag salute.

AGENDA APPROVAL

Mayor David Baker moved that Item VIII A., Discussion and Direction with Ron Kasprisin, Final Presentation and Report "Mapping and Visualizing the Open Spaces and Connectors in Kenmore," would need to be pulled from tonight's agenda. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Councilmember Glenn Rogers moved to approve the agenda as amended. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

CITIZEN COMMENTS

Janet Hays, 6303 NE 181st St., Kenmore, was present to submit into the record and read a memo from her and Robert Hays in which they relayed their concerns about the censuring of Councilmember John Hendrickson and the passage of a proposed Council Conduct

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ordinance. They also stated that they had felt intimidated by Mayor David Baker and the Council, and as such, they had not felt comfortable attending and/or had not been providing comment at Council meetings.

Dave Crawford, 7534 NE 175th St., Kenmore, was present to discuss the Downtown Bothell Plan that was being developed by Vulcan. He also stated his concerns relating to the buffer restrictions that are negatively affecting private developers.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember Laurie Sperry moved to Cancel the Regular Council Meeting scheduled for March 14, 2011. Councilmember Glenn Rogers seconded the motion. The motion passed.

Councilmember John Hendrickson submitted and briefly reviewed documents that he submitted into the record relating to the City Manager's behavior and conflict with the City of Prosser and the Port of Benton and a response to Councilmember Bob Hensel's position on road tax. He also stated his concerns relating to an article in the Kenmore Reporter and the KUOW radio piece.

Councilmember Bob Hensel discussed that the 1996 Feasibility Study was a business plan to be used as a guide for Kenmore's 1998 Incorporation. He stated that all business plans change over the years. He thanked Janet Hays for her comments. He also discussed the City bond that the City paid off the end of December 2010.

Councilmember Glenn Rogers thanked Janet Hays for her comments and said that were very much appreciated.

Councilmember Laurie Sperry announced that she had recently traveled to Vancouver in an effort to seek funding for SR 522. She also discussed the fact that SR 522 is turning 100 years old.

Deputy Mayor Milton Curtis reviewed that he had been working on the Council Rules & Procedures and that he looked forward to working with the other subcommittee members, such as Mayor David Baker and Councilmember John Hendrickson. He stated that they would reply back to the entire Council.

Councilmember Allan Van Ness stated that his past explanation on the difference between censures vs. censor was just informational and was not meant to be personal. He noted that the City of Bothell is paying Vulcan \$850,000 to develop a downtown plan. He also responded to some of Councilmember John Hendrickson's statements/comments that had been made at Council meetings. He clarified that the City is not operating at a deficit.

Fred Stouder, City Manager, responded to Councilmember John Hendrickson's statements.

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ADJOURNMENT

Mayor David Baker adjourned the regular meeting at p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

City of Kenmore Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 23543 - 23609 which total \$234,558.18 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.


 City Manager 9 MAR 2011
 Date


 Finance Director 3/7/11
 Date

Check	Name	Description	Net amount
23543	BANNER BANK KENMORE	Council Retreat, Rental Car, & Gas	\$ 2,085.43
23544	NATIONWIDE FINANCIAL 401a	Payroll Entry	9,588.92
23545	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry	320.00
23546	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry	2,219.22
23547	DRS 457	Payroll Entry	1,706.66
23548	AFLAC	Payroll Entry	742.87
23549	CITY OF KENMORE FS	Payroll Entry	176.96
23550	BANK OF AMERICA 941	Payroll Entry	11,022.60
23551	AWC EMPLOYEE BENEFITS	Payroll Entry	29,736.22
23552	WA GUARANTEED EDUCATION TUITION	Payroll Entry	415.00
23553	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry	6,880.07
23554	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry	1,294.73
23555	UNITED WAY OF KING COUNTY	Payroll Entry	92.00
23556	NATIONAL LIFE OF VERMONT	Payroll Entry	328.34
23557	AMERICAN GENERAL	Payroll Entry	348.43
23558	GEOENGINEERS INC	Landslide Evaluations	3,374.00
23559	NORTHSHORE UTILITY DIST	Jan. 2011 Fleet Maintenance	3,302.18
23560	SEATTLE TIMES	Legal Notices	338.84
23561	STAPLES ADVANTAGE	City of Kenmore Rubber Stamp	54.93
23562	BANNER BANK NO	Training Registration & Parking	309.00
23563	BANNER BANK JG	Training & Office Supplies	390.79
23564	BANNER BANK JGORDON	Office Supplies & Drainage Materials	634.19
23565	COX PRINTING & SIGNS	Log Boom Park Stabilization Signs	197.10
23566	INDEPENDENT STATIONERS	Misc. Office Supplies	425.38
23567	BANNER BANK LD	SR 522 Website & Special Events	349.51
23568	BANNER BANK NO	Rotary Dues & Parking	225.76
23569	BANNER BANK KENMORE	Business Meetings & Supplies	203.37
23570	BRAVO ENVIRONMENTAL SERVICE	Drainage Services	8,148.25
23571	CASCADE PEST CONTROL	Feb. 2011 Pest Control	125.93
23572	DURRANT, JEFF	ASAP Training Per Diem	183.00
23573	FERGUSON ENTERPRISES INC	Trash Rack Installation	156.17
23574	FRUHLING SAND & TOPSOIL	Drainage Materials	75.00
23575	FULL MAINTENANCE GARDENING	Feb. 2011 6700 Bldg. Maintenance	373.40

VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

23576 CALPORTLAND COMPANY	Sinkhole Repair & Materials	173.18
23577 H.W. LOCHNER, INC.	SR 522 Ph 1 St 2 Corridor Improvements	15,491.13
23578 JET CITY PRINTING	SR 522 Flyers	60.22
23579 KING COUNTY ANIMAL SVCS	Feb. 2011 Pet Licenses	300.00
23580 KING COUNTY FINANCE	Adult Detention & Jan. Streets Contracts	56,152.61
23581 NORTHSORE FIRE DEPT	Jan. 2011 Fire Marshal Plan Review	80.00
23582 OFFICE TEAM	Temp Office Employee	1,359.20
23583 OLYMPIC ENVIRONMENTAL RESOURCES	Recycling Program Implementation	1,470.00
23584 OTAK	On Call Misc. Tasks, 0056, & SR 522	18,087.36
23585 PUGET SOUND ENERGY	Electricity Bills	4,613.61
23586 CEMEX	Drainage Materials	57.49
23587 SUBURBAN CITIES ASSOC	SCA Annual Meeting & Dinner	45.00
23588 TOTAL LANDSCAPE CORP	Feb 2010 Parks & SR 522 Maintenance	6,404.21
23589 COLUMBIA RIDGE LANDFILL	Sweeper Truck Dump Fees	19.67
23590 YAKIMA COUNTY DEPT OF CORRECTIONS	Jan. 2011 Inmate Housing & Medical	3,849.57
23591 SEES TREES AND EXCAVATION INC	Dead Tree Removal	1,007.40
23592 MINZGHOR, NICHOLAS	ASAP Training Per Diem	183.00
23593 HEARTLAND	Jan. 2011 Redevelopment Project	610.00
23594 MAIL FINANCE	Feb. 2011 Postage Machine Lease	250.76
23595 WA STATE DEPT OF TRANSPORTATION	SR 522 Ph 1 St 1 Const. Engineering	306.63
23596 TRAFFIC COUNT CONSULTANTS, INC	Traffic Count Program	1,600.00
23597 COFFMAN, JON	ASAP Training Per Diem	183.00
23598 A+ CONFERENCING	Conference Call Phone Bills	11.97
23599 UNIVERSAL FIELD SERVICES	Schmitt Property Acquisition	2,717.50
23600 ALCALDE & FAY	Feb. 2011 Government Affairs	5,025.46
23601 SUNBELT	Propane Tank Refill	24.27
23602 COASTAL WEAR PRODUCTS INC	Sweeper Truck Maintenance	1,323.26
23603 GORDON DERR	Jan. 2011 Attorney Fees	786.00
23604 INTEGRA TELECOM	Feb. 2011 City Hall Phone Bill	771.46
23605 PHSI PURE WATER FINANCE	City Hall Filtered Water	301.89
23606 SUSSMAN/PREJZA & CO, INC	Wayfinding/Signage	18,809.01
23607 WASHINGTON MILITARY DEPARTMENT	Grant Funds Overpayment Refund	5,009.34
23608 HANSON CONSULTING SERVICES	City Hall Maintenance	1,269.00
23609 SCHINDLER ELEVATOR CORPORATION	City Hall Elevator Maintenance	380.73
		<u>\$ 234,558.18</u>

PRIOR VENDOR ACTIVITY

	Previous YTD
3CMA	\$ 375.00
A+ CONFERENCING	43.82
AA PARTY RENTALS	379.96
ACTION ENTERTAINMENT	395.00
ADT SECURITY SERVICES	531.76
AFLAC	2,566.77
ALCALDE & FAY	20,051.58
ALLIED WASTE SERVICES #172	2,844.79
AM TEST, INC	425.00

VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

AMERICAN GENERAL	1,045.29
AMERICAN PLANNING ASSOCIATION	1,070.00
AMERICAN PUBLIC WORKS ASSOCIATION	503.42
AMERICAN SOCIETY OF COMPOSERS	305.00
ANDERSON, LAURI	27.94
ANDONIADIS INC	495.21
ASSOCIATION OF WA CITIES	13,970.00
AT WORK	605.25
AURORA RENTS	215.47
AWC EMPLOYEE BENEFITS	90,284.01
BAKER, DAVID	749.83
BANK OF AMERICA 941	75,286.45
BANNER BANK CS	1,295.06
BANNER BANK DB	626.00
BANNER BANK JG	856.78
BANNER BANK JGORDON	3,009.70
BANNER BANK KENMORE	8,216.93
BANNER BANK LB	216.67
BANNER BANK LD	1,824.55
BANNER BANK NO	1,216.96
BASTYR UNIVERSITY	59,494.20
BAYLES, GREGORY	50.00
BEKINS NORTHWEST	303.45
BIS	2,550.00
BLACKBAUD	4,956.23
BRAVO ENVIRONMENTAL SERVICE	54,358.57
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	1,385.82
CARLSON, THOMAS G.	303.74
CASCADE PEST CONTROL	377.79
CATHOLIC COMMUNITY SERVICES	1,512.75
CEMEX	1,569.66
CENTER FOR HUMAN SERVICES	8,240.00
CHILDERS, MARK	401.00
CITY OF BELLEVUE	342,138.75
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	956.67
CITY OF LAKE FOREST PARK	180,679.67
CITY OF RENTON	980.00
CITY OF SHORELINE	310.55
CLARITY SIGNS	338.36
COASTAL WEAR PRODUCTS INC	27.25
COASTWIDE LABORATORIES	3,240.54
CODE 4 PUBLIC SAFETY EDUCATION	198.00
COLUMBIA RIDGE LANDFILL	8,920.38
COMCAST	439.60
COMMERCIAL SOUND, INC.	1,444.26
CONSEJO COUNSELING & REF	1,250.00
CONSOLIDATED PRESS	3,729.67
CORNERSTONE ROOFING	98.50

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COSTCO RETAIL SERVICES	27.62
CROWN PRODUCTS	940.86
CSAT, LLC	1,600.00
CURRY, ROSS	183.00
DAILY JOURNAL OF COMMERCE	703.00
DANSOUND INC	657.00
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	5,082.52
DEPARTMENT OF LABOR AND INDUSTRIES	7,830.09
DEPARTMENT OF RETIREMENT SYSTEMS	47,251.28
DIGITAL REPROGRAPHICS SERVICES INC.	852.97
DRS 457	9,281.46
DURRANT, JEFF	696.25
EARTHCORPS	10,939.10
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	1,875.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00
ESA ADOLFSON	7,265.69
EVANS, C. WILLIAM	5,247.00
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,099.25
FAZZARI MARKETING	1,411.18
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	7,488.59
FRONTIER	3,453.64
FRUHLING SAND & TOPSOIL	853.28
FULL MAINTENANCE GARDENING	1,193.70
GEOENGINEERS INC	1,946.50
GORDON DERR	3,440.00
GORDON THOMAS HONEYWELL	12,343.11
GREGORY, JOANNE	235.72
H.W. LOCHNER, INC.	61,570.71
HAMMOND COLLIER WADE LIVINGSTONE	1,050.00
HDR	30,503.70
HEARTLAND	2,649.09
HEATERMEALS	1,193.21
HERO HOUSE	386.25
HOME DEPOT	155.89
HONEY BUCKET	125.00
HOPELINK	14,284.00
ICMA RETIREMENT TRUST 457 - 304745	12,565.32
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	929.16
INSLEE, BEST, DOEZIE & RYDER, P.S.	52,331.23
INSTITUTE FOR FAMILY DEVELOPMENT	3,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58
INTEGRA TELECOM	2,194.72
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43
iWORQ SYSTEMS	4,800.00
J. MURPHEY CONSTRUCTION	42.67
JBS INSTRUMENTS	3,360.75

VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

JET CITY PRINTING	290.17
JONES & STOKES	129.31
KCDA PURCHASING COOP	8,771.33
KELLY PRINTING & GRAPHICS	3,520.43
KENMORE ELEMENTARY PTA	1,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	8,256.60
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	200.00
KING COUNTY W.L.R.D.	126,877.89
KING COUNTY ANIMAL SVCS	1,555.00
KING COUNTY FINANCE	160,090.78
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PUBLIC DEFENSE	2,482.18
KING COUNTY RADIO COMM SERVICES	8,699.55
KING COUNTY RECORDER'S OFFICE	280.00
KING COUNTY SHERIFF	719,279.16
KONICA MINOLTA BUSINESS SOLUTIONS	2,042.46
KUKER-RANKEN INC	59.59
KUSTOM SIGNALS, INC.	263.09
LACHAPELLE, NATALIE	300.00
LIGHTHOUSE CONSULTING INC	7,935.74
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAIL FINANCE	764.82
MIDMOUNTAIN CONTRACTORS, INC	78,868.17
MILNE ELECTRIC, INC	18,819.80
MINZGHOR, NICHOLAS	1,228.92
MR. T'S TROPHIES	660.29
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,081.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,582.27
NATIONAL LEAGUE OF CITIES	3,849.00
NATIONAL LIFE OF VERMONT	1,207.07
NATIONWIDE FINANCIAL 401a	56,118.10
NATIONWIDE RETIREMENT SOLUTIONS 457	6,920.00
NEBC	195.00
NEXTEL COMMUNICATIONS	3,092.58
NORTHSHORE FIRE DEPT	1,020.00
NORTHSHORE PAVING INC	537.90
NORTHSHORE SENIOR CENTER	5,750.00
NORTHSHORE UTILITY DIST	31,314.01
NORTHSHORE YOUTH & FAMILY SERVICES	10,000.00
OAC SERVICES, INC	43,302.98
OFFICE DEPOT	842.99
OFFICE TEAM	7,637.01
OM WORKSPACE	744.43

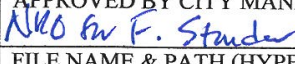
VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

OSTROM DRUGS	557.40
OTAK	88,232.50
OUSLEY, NANCY	670.50
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,095.00
PACIFIC TOPSOILS	5,075.61
PASSPORT TRAVEL AND TOURS	625.80
PAWS	3,625.00
PENDLETON CONSULTING LLC	5,493.14
PEOPLES STORAGE	680.00
PETTY CASH CUSTODIAN	351.17
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	301.89
PRSA	277.00
PRUDENTIAL	373.13
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	61,976.54
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REFRIGERATION	1,471.68
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	5,938.68
ROGERS, GLENN	292.39
ROUNDY, CASSANDRA	50.00
SAFRIN, PATTY	227.69
SARAH ROBERTS	27,000.00
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	1,472.70
SECRETARY OF STATE	55.00
SEMIAMMOO RESORT	520.56
SERVICE ELECTRIC	869.08
SHATTUCK, NANCY	1,600.00
SHRED-IT	198.00
SOUND LAW CENTER	1,368.50
SOUND PUBLISHING, INC.	1,296.00
STAPLES ADVANTAGE	2,495.30
STEWART BEALL MACNICHOLS	12,300.00
STOUDER, FRED	1,091.76
SUBURBAN CITIES ASSOC	11,604.87
SUNBELT	45.32
SUSSMAN/PREJZA & CO, INC	14,536.61
TELESYSTEMS WEST	257.33
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	19,672.53
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	173.99
T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,336.35

VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

UNITED WAY OF KING COUNTY	437.00
UNIVERSAL FIELD SERVICES	3,569.02
UNIVERSITY OF WASHINGTON	645.00
VAN NESS, ALLAN	1,260.16
VAUGHAN, KENT	76.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	100.00
WA GUARANTEED EDUCATION TUITION	1,245.00
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF TRANSPORTATION	2,652.93
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	82.50
WASHINGTON STATE DEPT OF INFO SERV	840.00
WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE OFFICE CASH MGMT	270.00
WEINSTEIN AU	22,005.11
WONDERLAND DEVELOPMENT	5,665.00
YAKIMA COUNTY DEPT OF CORRECTIONS	55,550.48
	<u>\$ 3,238,295.57</u>

VB. Approval of Claim Nos. 23543 - 23609 in the Amount of \$234,558.18 for the Period Ending March 2, 2011.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept December 2010 Financial Reports for the City of Kenmore, Washington			March 21, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2009-2010 Amended City Budget \$80,765,626		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
December 2010 Financial Reports for the City of Kenmore, Washington			
SUMMARY STATEMENT: The December monthly financial report is submitted for Council review and adoption. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2009-2010 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. Nationally, the unemployment rate fell to 9.4% in December from 9.8% in November, the lowest rate since May, 2009. The Dow Jones closed at 11,577, up slightly from 11,006 in November. December 2010 is the last month of the second year of the two year biennium, and General Fund revenues overall tracked closely with the budget (at 99.97%). However development related revenues exhibited significant declines in 2010 and sales taxes are flat. On the positive side property tax collections slightly exceeded the budgeted amounts. Overall sales tax revenues for the last 12 month period decreased 3.37%, (\$63,260), when compared to the previous 12 month period. When Brightwater construction sales tax revenues (which will not be ongoing) are not considered, these revenues are .6%, or \$9,543 more than the previous 12 month period. On a historical perspective, sales tax revenues (without Brightwater) were as follows: 2010: \$1,592,960; 2009: \$1,583,417; 2008: \$1,711,023; 2007: \$1,739,963. Real estate excise taxes are still below projections but not as dramatically as in 2009. For December, the total value of real estate transactions was \$7.2M which represents 20 transactions. Real estate excise taxes received in 2010 were \$763,689 which is \$179,297 more than was received in 2009. General Fund expenditures closed at 12% below budget (\$2,499,180) due in part to not transferring \$2,100,000 to the Capital Projects Fund, reducing contractual services, and not filling a budgeted engineering position. The unaudited year end reserve is \$4,929,789.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Accept December 2010 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 		REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: March 8, 2011	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK)

I:\Admin & Finance\Monthly Reports\2010\Dec AB Summary.docx

VC. Accept December 2010 Financial Reports for the City of Kenmore, Washington - Joanne Gregory, Finance Director



The City of Kenmore

6700 NE 181ST STREET PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Frederick C. Stouder, City Manager
FROM: Joanne Gregory, Finance Director
DATE: March 8, 2011
RE: December 2010 Financial Reports for the City of Kenmore, Washington

December 2010 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

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

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

GENERAL FUND

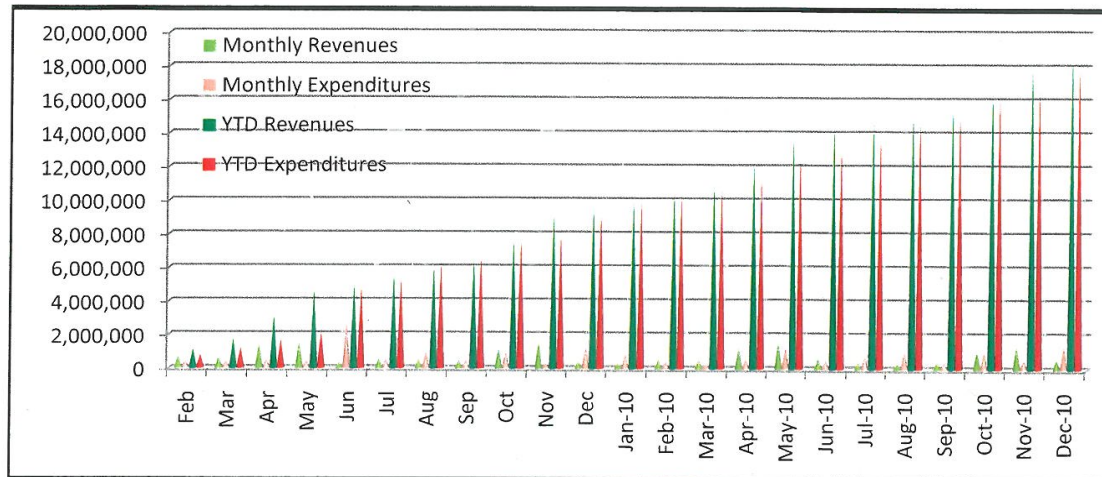
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the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

In the context of the biennial budget, this is the final month and the end of the 2009-2010 biennial budget period.

For the month of December, expenditures exceeded revenue in the General Fund by **\$787,042**. For the biennium, total **revenues exceeded expenditures by \$681,531**.

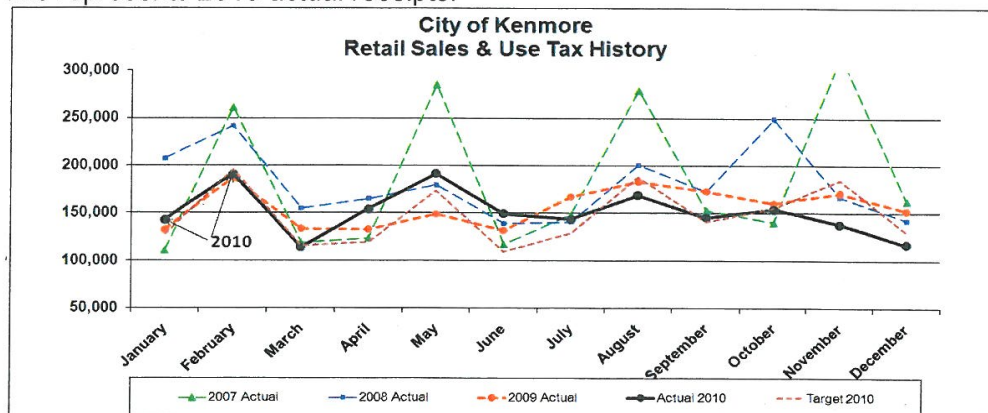
City of Kenmore, Washington
Monthly Financial Report
December 2010

The following chart illustrates the revenue and expenditure activity for the two year period ending December, 2010.



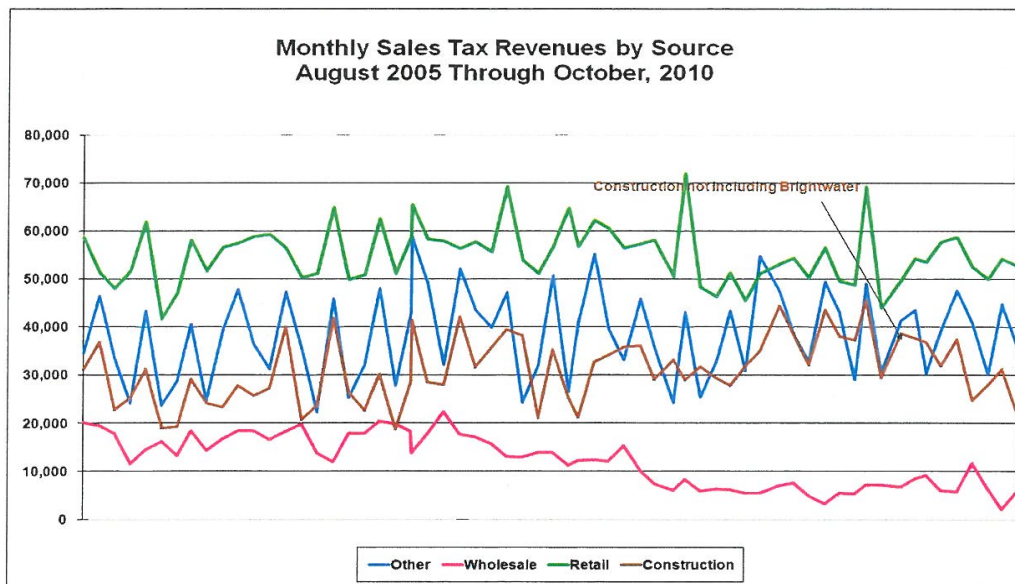
Total **revenues** for the month were **\$592,776** bringing biennium to date revenues to \$18,944,234 which is 99.97% of the biennial budgeted revenues of \$18,950,806. Primary sources of revenue for the month included retail sales and use taxes in the amount of \$117,183, and utility taxes in the amount of \$156,907. Also in December \$55,090 from Comcast was moved from franchise fees to SR 522 reimbursements to correct a posting misclassification; and investment interest earnings receipted into the General Fund were allocated out to the other funds in the amount of \$93,983. Transfers of \$256,014 were received into the General Fund for staff overhead reimbursements from the Arterial Street Fund and the Surface Water Management Fund.

A summary of sales tax revenues received in December is attached. These receipts are based on October sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The red target 2010 line is a monthly average of actual receipts by month during 2007, 2008, and 2009. The black line represents 2010 actual receipts.



Total sales tax revenues for 2010 declined \$63,260 from 2009, most notably in construction (\$86,552), manufacturing (\$11,848), and services (\$17,772). Year over year increases were noted in retail, \$25,111; wholesale \$9,826; and other categories \$17,975.

The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from August, 2005 through October, 2010. Construction sales taxes are shown without the benefit of the Brightwater construction project. This category had the benefit of the city hall, Bastyr dorms, and fire station construction projects which have been completed or are near completion. Other segments have not yet experienced significant, prolonged downturns; however wholesale related receipts have definitely fallen off and retail sales tax revenues are weak compared to several years ago.



December 2010 expenditures were **\$1,379,818** bringing the biennium to date expenditures to \$18,262,703 which is 88% of the biennial budget expenditures of \$20,761,883. December activity included 4th quarter community service payments and three month's (Oct, Nov, Dec) charges for the police services contract.

The General Fund 2009-2010 biennial budget was based on a beginning fund balance of **\$3,683,966**. However, 2008 revenues were greater than projected which produced a 2009 beginning fund balance \$4,129,927. An additional year end adjustment to account for interest earnings on Certificates of Deposit resulted in a final audited 2008 year end fund balance of **\$4,248,258**, which carries over as the 2009 beginning fund balance. Out of this balance, \$1,500,000 was loaned to the Street and Arterial Street Funds, as of

December 31, 2008, resulting in an actual beginning **cash** balance of **\$2,748,258**. As a benchmark, the beginning fund balance of \$4,248,258, compared to the budgeted 2009 expenditures of \$10,627,370, was a healthy reserve of 40%.

The 2009-2010 budget period ends with a closing, unaudited fund balance of **\$4,929,789**, an **increase to the General Fund reserve of \$682,829** over the two year period. This increase is generally attributable to the final unbudgeted gambling tax receipts from the card room, a budgeted but unfilled engineering position, and a significant reduction in contractual services during 2010. The "budgeted" ending fund balance was projected to be \$1,872,888 which anticipated that \$2,100,000 would be transferred out of the General Fund to the Capital Projects Fund. It was later determined to retain the \$2,100,000 in the General Fund pending further direction. As a percentage of 2011 budgeted expenditures of \$9,281,526, a fund balance of \$4,929,789 provides a **53% reserve**.

OTHER FUNDS

The December 2010 cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of December, totaled \$17,508,016. This balance does not include cash of \$443,417 held as retainage on the city hall construction project. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2009-2010 biennial budget.

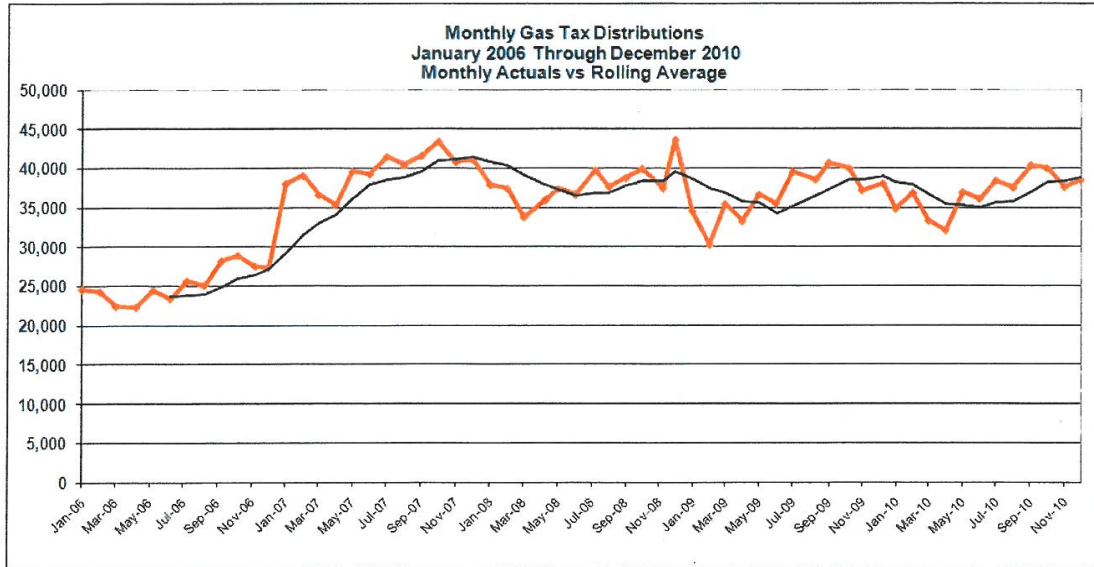
Other than the following, there were no significant transactions or unusual activities noted during the month of December.

In the **Arterial Street Fund**, there were no grant reimbursement revenues although \$55,090 was reimbursed to Phase II from Comcast. Budgeted interfund transfers were recorded which brought \$5,261,870 into the fund from the Street Fund, Transportation Impact Fee Fund, and Real Estate Excise Taxes from the Municipal Capital Fund. Expenditures toward the **SR522 project** were \$131,742 for the month of December. The Arterial Street Fund had a cash balance of \$1,209,197 at year end.

In the **Street Fund** revenue from gas tax distributions was \$38,531.

The following chart shows recent gas tax receipts through December, 2010. As the price of gas is again on the rise, expect to see a reduction of gas tax revenues due to economizing by the public and increased use of fuel efficient vehicles.

City of Kenmore, Washington
Monthly Financial Report
December 2010

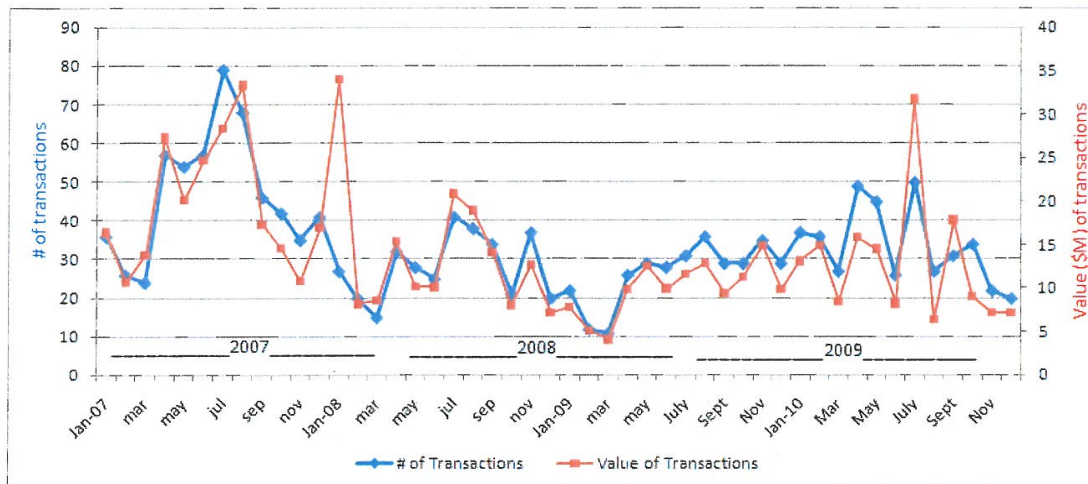


Park impact fees of \$9,652 and **transportation impact fees** of \$32,088 were received in December. Biennium to date receipts, in these funds, are: parks \$380,049, transportation \$1,274,733. Due to the slow pace of residential and commercial building activity earlier last year, the revenue budgets for both funds were reduced; however revenues improved over the course of the year.

The **Municipal Capital Fund** received \$32,962 of real estate excise taxes (REET) in December from sales activity that occurred in November. Twenty transactions were reported this month.

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

City of Kenmore, Washington
Monthly Financial Report
December 2010



The single expenditure in this fund in December was a budgeted transfer to the Arterial Street Fund in the amount of \$3,290,000. The fund supports transportation and park capital projects. Real estate excise taxes received in 2010 were \$763,689 which is \$179,297 more than was received in 2009.

In the **Capital Projects Fund**, \$50,000 was received per the downtown development agreement, and City Hall expenditures were \$32,765 bringing the biennium to date total project expenditures, including financing costs, to \$12,129,354.

Also, in December, **the \$4,000,000 note to Banner Bank was repaid** with interest of \$79,097 (3.89%). The total interest cost, for the period of time the City held the \$4M, was \$93,792.

SUMMARY

This concludes the financial report for the City of Kenmore as of **December 31, 2010**. Thank you for taking the time to review the materials. I appreciate your feedback and encourage you to contact me at 425-398-8900 if you have any questions prior to the City Council meeting.

**City of Kenmore, Washington
General Fund Summary Report
December 31, 2010**



2009-2010						
	YEAR END		BIENNIUM TO DATE	% of	BIENNIUM BUDGET	
	DECEMBER	2009	December-2010	2009-2010	BUDGET	2009-2010
REVENUES						
Beginning Fund Balance		2,748,258			74.6%	3,683,966
Property Taxes	724	3,949,177	35,324	8,026,595	102.0%	7,870,521
Sales and Use Taxes	184,355	2,278,780	148,796	4,482,157	99.9%	4,486,179
Utility Taxes	118,666	1,491,433	156,907	2,897,263	96.5%	3,001,932
Other Taxes	222	279,775	100	310,327	212.7%	145,900
Development Fees & Permits	42,295	901,980	40,554	1,415,401	78.5%	1,803,313
Franchise Fees	0	243,206	-47,786	385,488	82.6%	466,900
Intergovernmental and Grants	50,815	436,267	56,775	888,792	116.8%	760,841
Investment Interest	-17,057	99,675	-54,165	62,345	34.6%	180,000
Fines and Forfeitures	30,924	54,723	1	41,102	n/a	0
Transfers and Other Revenues	378	32,706	256,270	434,762	184.8%	235,220
Total Revenues	411,322	9,767,721	592,776	18,944,234	100.0%	18,950,806
Interfund Loan Received		6,850,000		6,850,000	n/a	n/a
Total Revenues & Beginning Fund Balance		19,365,979		28,542,492		22,634,772

2009-2010						
	YEAR END		BIENNIUM TO DATE	% of	BIENNIUM BUDGET	
	DECEMBER	2009	December-2010	2009-2010	BUDGET	2009-2010
EXPENDITURES						
Cost Center						
City Council	10,936	92,767	14,518	228,334	123.9%	184,307
City Manager	66,901	783,292	115,578	1,712,085	108.6%	1,576,240
City Clerk	20,419	248,775	34,448	500,668	99.5%	503,323
Finance	20,901	244,729	26,210	498,290	102.8%	484,516
Legal	19,885	243,117	50,081	514,919	124.1%	415,000
Non-Departmental	47,032	856,806	114,395	1,779,573	100.3%	1,774,827
Interfund Transfers	250,000	1,371,095	-162,500	1,208,595	36.7%	3,296,095
Public Safety	572,195	3,216,950	870,037	7,075,237	101.5%	6,969,090
Engineering	14,757	333,046	87,565	807,793	67.4%	1,197,788
Community Development	152,254	1,428,577	111,113	2,744,028	81.7%	3,358,755
Parks & Facility Maintenance	82,199	402,516	118,373	1,193,181	119.1%	1,001,942
Total Expenditures	1,257,479	9,221,670	1,379,818	18,262,703	88.0%	20,761,883
Interfund Loan Disbursed	0	5,350,000		5,350,000	n/a	n/a
Ending Fund Balance		4,794,309		4,929,789	263.2%	1,872,888
Total Expenditures and Ending Fund Balance		19,365,979		28,542,492		22,634,771

**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2010**

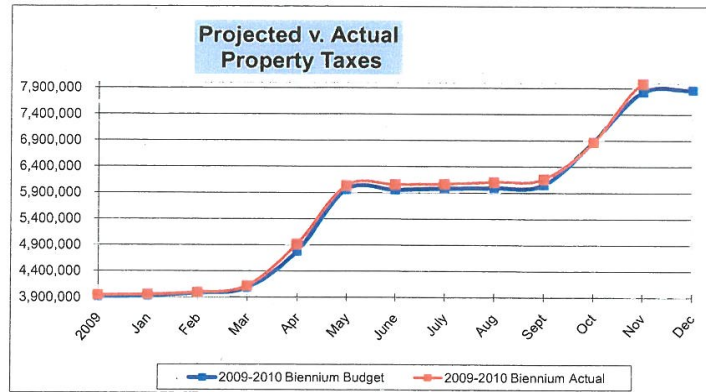
PROPERTY TAXES

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	3,915,682	3,949,177
Jan	3,932,777	3,959,962
Feb	3,989,383	4,002,469
Mar	4,088,581	4,125,987
Apr	4,780,812	4,919,583
May	5,963,910	6,038,500
June	5,962,757	6,062,904
July	5,991,216	6,075,198
Aug	6,001,312	6,112,286
Sept	6,061,643	6,167,478
Oct	6,886,232	6,867,502
Nov	7,835,519	7,991,271
Dec	7,870,521	8,026,595
2009-2010	7,870,521	8,026,595

Biennium To Date

Actual v. Projected

102%



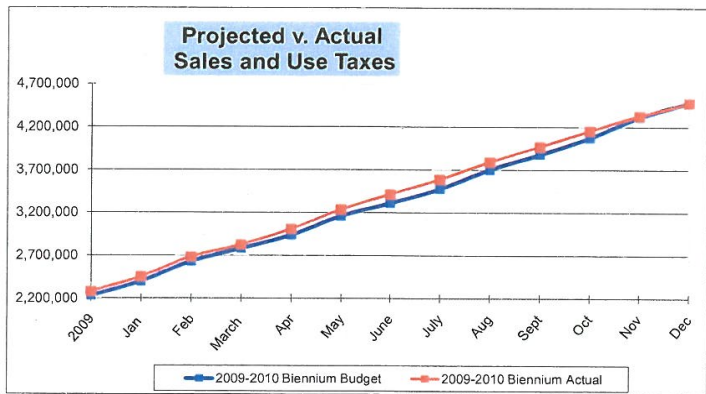
SALES, USE, CRIM JUSTICE TAXES

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	2,231,930	2,278,780
Jan	2,399,675	2,452,294
Feb	2,633,219	2,684,380
March	2,784,297	2,827,303
Apr	2,941,889	3,011,442
May	3,162,830	3,236,658
June	3,312,892	3,416,016
July	3,479,105	3,589,285
Aug	3,706,022	3,793,945
Sept	3,884,086	3,973,069
Oct	4,079,327	4,159,152
Nov	4,318,045	4,333,361
Dec	4,486,179	4,482,157
2009-2010	4,486,179	4,482,157

Biennium To Date

Actual v. Projected

100%



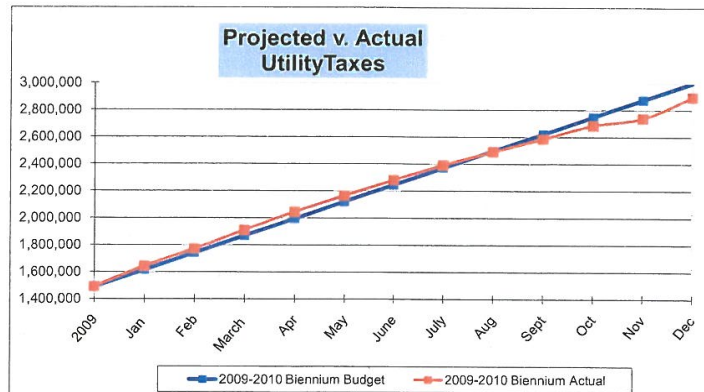
UTILITY TAXES

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	1,491,179	1,491,433
Jan	1,617,075	1,643,887
Feb	1,742,971	1,772,257
March	1,868,867	1,910,597
Apr	1,994,763	2,045,899
May	2,120,659	2,165,752
June	2,246,556	2,282,588
July	2,372,452	2,392,526
Aug	2,498,348	2,492,055
Sept	2,624,244	2,587,707
Oct	2,750,140	2,687,123
Nov	2,876,036	2,740,357
Dec	3,001,932	2,897,264
2009-2010	3,001,932	2,897,264

Biennium To Date

Actual v. Projected

97%

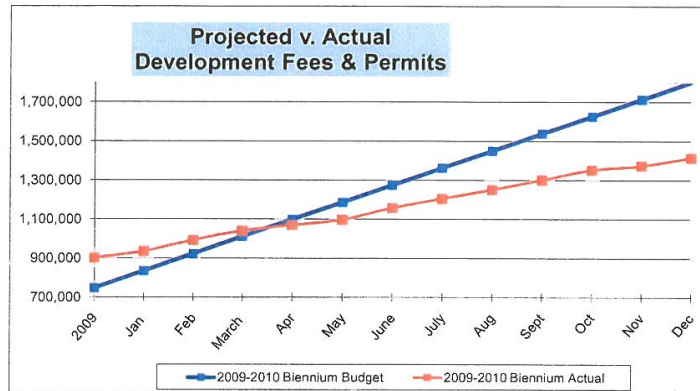


**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2010**

DEVELOPMENT FEES & PERMITS

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	748,704	901,980
Jan	836,588	935,794
Feb	924,472	992,701
March	1,012,356	1,041,412
Apr	1,100,240	1,070,501
May	1,188,124	1,097,891
June	1,276,009	1,158,792
July	1,363,893	1,205,641
Aug	1,451,777	1,251,944
Sept	1,539,661	1,301,500
Oct	1,627,545	1,352,444
Nov	1,715,429	1,374,847
Dec	1,803,313	1,415,401
2009-2010	1,803,313	1,415,401

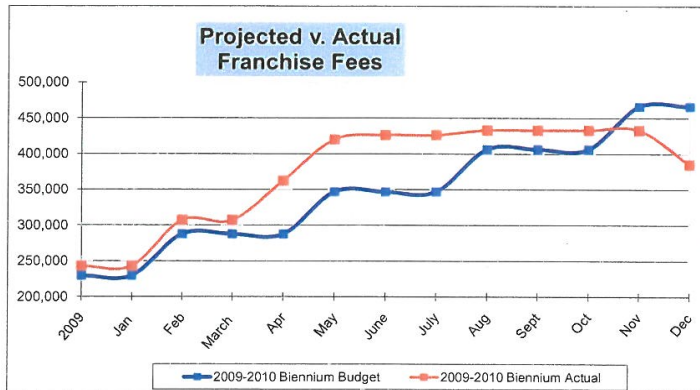
Biennium To Date
Actual v. Projected 78%



FRANCHISE FEES

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	230,000	243,206
Jan	230,000	243,206
Feb	288,182	307,302
March	288,182	307,302
Apr	288,182	362,392
May	347,334	420,231
June	347,334	426,382
July	347,334	426,382
Aug	406,843	433,274
Sept	406,843	433,274
Oct	406,843	433,274
Nov	466,900	433,274
Dec	466,900	385,488
2009-2010	466,900	385,488

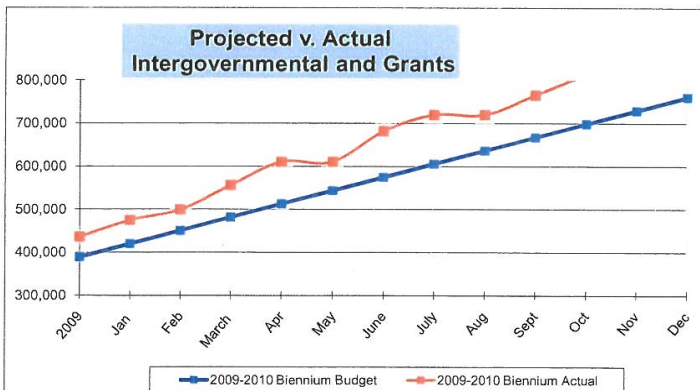
Biennium To Date
Actual v. Projected 83%



INTERGOVERNMENTAL & GRANTS

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	389,168	436,267
Jan	420,141	475,046
Feb	451,114	499,424
March	482,086	556,576
Apr	513,059	610,847
May	544,032	610,847
June	575,005	682,074
July	605,977	720,071
Aug	636,950	720,071
Sept	667,923	765,748
Oct	698,896	811,944
Nov	729,868	832,017
Dec	760,841	888,792
2009-2010	760,841	888,792

Biennium To Date
Actual v. Projected 117%

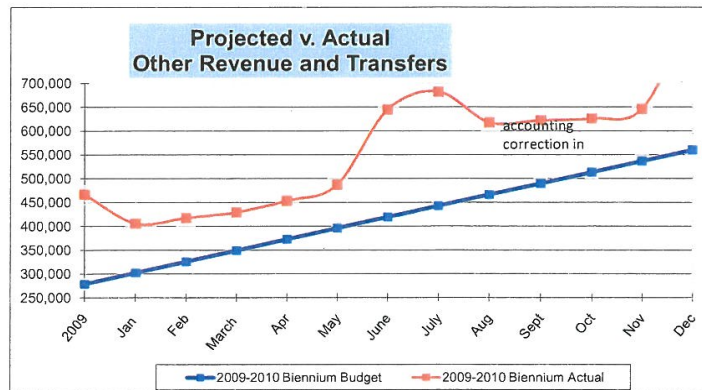


**City of Kenmore, Washington
General Fund Revenue Graphs
December 31, 2010**

OTHER REVENUES AND TRANSFERS

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	279,209	466,879
Jan	302,702	406,055
Feb	326,194	417,500
March	349,687	429,290
Apr	373,179	453,425
May	396,672	487,178
June	420,165	644,912
July	443,657	682,335
Aug	467,150	618,109
Sept	490,642	622,495
Oct	514,135	626,367
Nov	537,627	646,331
Dec	561,120	848,537
2009-2010	561,120	848,537

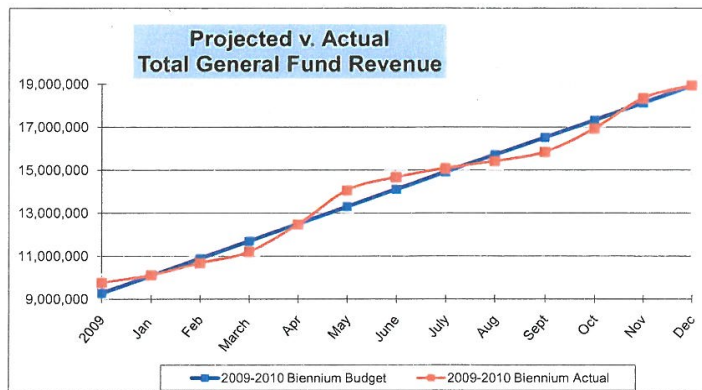
Biennium To Date
Actual v. Projected 151%



TOTAL GENERAL FUND REVENUE

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	9,285,873	9,767,721
Jan	10,091,284	10,116,244
Feb	10,896,695	10,876,033
March	11,702,107	11,198,467
Apr	12,507,518	12,474,089
May	13,312,929	14,057,058
June	14,118,340	14,673,669
July	14,923,751	15,091,438
Aug	15,729,162	15,421,685
Sept	16,534,574	15,851,272
Oct	17,339,985	16,937,807
Nov	18,145,396	18,351,459
Dec	18,950,807	18,944,235
2009-2010	18,950,807	18,944,235

Biennium To Date
Actual v. Projected 99.97%



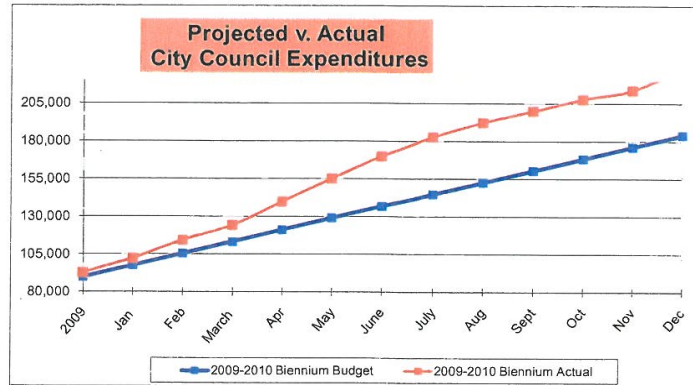
**City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2010**

CITY COUNCIL

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	89,833	92,767
Jan	97,706	102,358
Feb	105,579	114,420
March	113,452	124,323
Apr	121,324	139,806
May	129,197	155,221
June	137,070	170,017
July	144,943	182,714
Aug	152,816	192,343
Sept	160,689	200,030
Oct	168,561	207,893
Nov	176,434	213,816
Dec	184,307	228,334
2009-2010	184,307	228,334

Biennium To Date
Actual v. Projected

124%

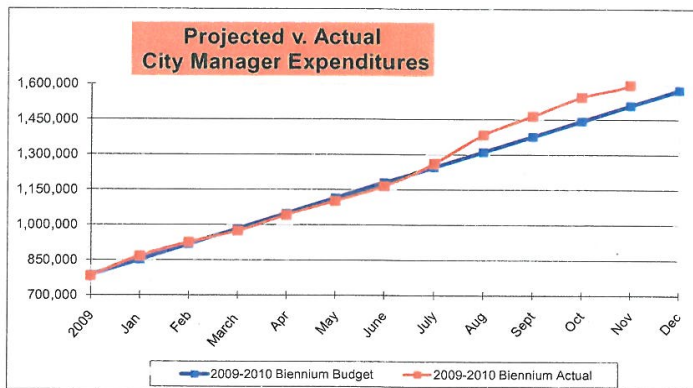


CITY MANAGER

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	787,002	783,292
Jan	852,772	868,008
Feb	918,542	926,354
March	984,312	974,816
Apr	1,050,081	1,042,529
May	1,115,851	1,102,995
June	1,181,621	1,166,184
July	1,247,391	1,262,671
Aug	1,313,161	1,384,735
Sept	1,378,931	1,464,736
Oct	1,444,700	1,546,183
Nov	1,510,470	1,596,507
Dec	1,576,240	1,712,085
2009-2010	1,576,240	1,712,085

Biennium To Date
Actual v. Projected

109%

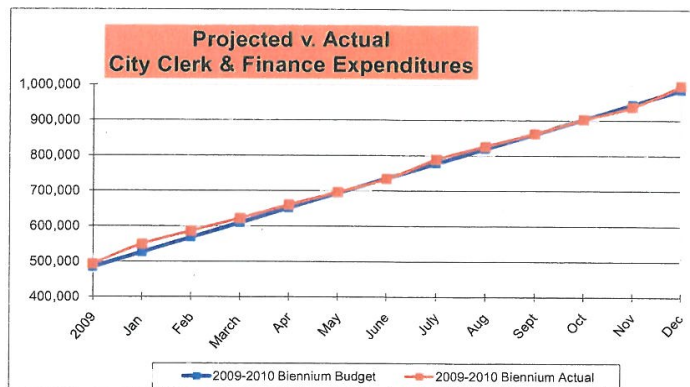


CITY CLERK & FINANCE

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	484,184	493,504
Jan	526,155	549,397
Feb	568,127	586,370
March	610,098	622,715
Apr	652,069	661,102
May	694,040	696,839
June	736,012	734,561
July	777,983	789,150
Aug	819,954	826,934
Sept	861,925	863,239
Oct	903,897	903,670
Nov	945,868	938,299
Dec	987,839	998,957
2009-2010	987,839	998,957

Biennium To Date
Actual v. Projected

101%



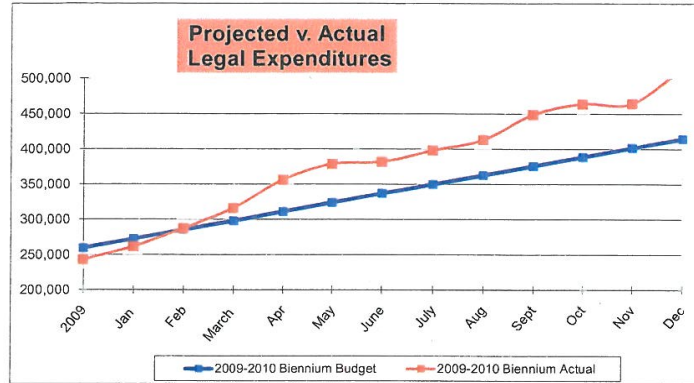
**City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2010**

LEGAL

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	260,000	243,117
Jan	272,917	261,579
Feb	285,833	287,713
March	298,750	316,375
Apr	311,667	356,415
May	324,583	378,789
June	337,500	382,094
July	350,417	398,160
Aug	363,333	413,097
Sept	376,250	448,892
Oct	389,167	464,014
Nov	402,083	464,839
Dec	415,000	514,920
2009-2010	415,000	514,920

Biennium To Date
Actual v. Projected

124%

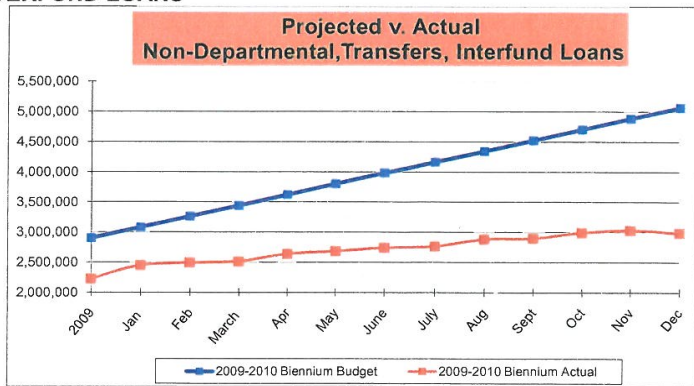


NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	2,908,814	2,227,901
Jan	3,088,990	2,451,943
Feb	3,269,165	2,496,174
March	3,449,341	2,518,511
Apr	3,629,517	2,642,470
May	3,809,692	2,687,884
June	3,989,868	2,744,857
July	4,170,044	2,769,702
Aug	4,350,219	2,886,102
Sept	4,530,395	2,901,376
Oct	4,710,571	2,995,716
Nov	4,890,746	3,036,273
Dec	5,070,922	2,988,168
2009-2010	5,070,922	2,988,168

Biennium To Date
Actual v. Projected

59%

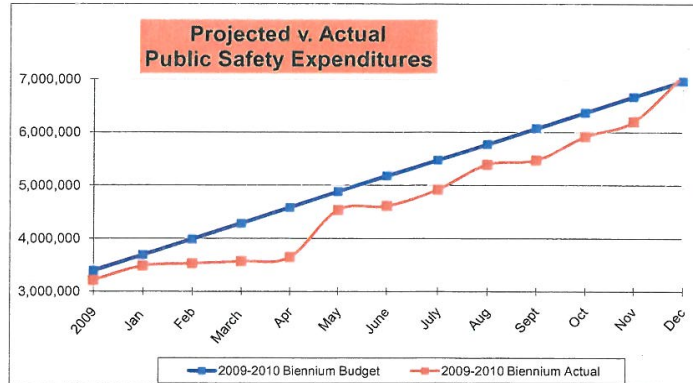


PUBLIC SAFETY

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	3,395,205	3,216,950
Jan	3,693,029	3,486,817
Feb	3,990,852	3,534,175
March	4,288,676	3,576,714
Apr	4,586,500	3,650,281
May	4,884,323	4,539,227
June	5,182,147	4,617,166
July	5,479,971	4,924,681
Aug	5,777,794	5,396,714
Sept	6,075,618	5,479,295
Oct	6,373,442	5,919,686
Nov	6,671,265	6,205,199
Dec	6,969,089	7,075,236
2009-2010	6,969,090	7,075,236

Biennium To Date
Actual v. Projected

102%

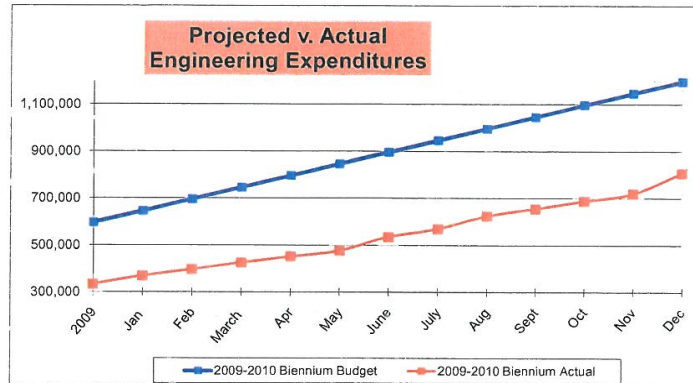


**City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2010**

ENGINEERING

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	596,936	333,046
Jan	647,007	368,819
Feb	697,078	396,903
March	747,149	425,571
Apr	797,220	451,972
May	847,291	476,641
June	897,362	535,182
July	947,433	569,791
Aug	997,504	624,708
Sept	1,047,575	655,807
Oct	1,097,646	687,926
Nov	1,147,717	720,228
Dec	1,197,788	807,793
2009-2010	1,197,788	807,793

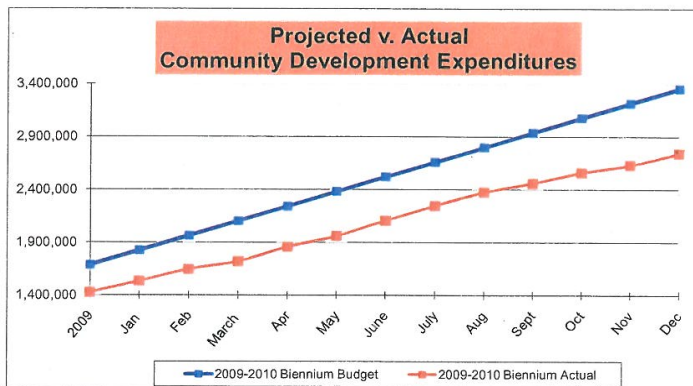
Biennium To Date
Actual v. Projected 67%



COMMUNITY DEVELOPMENT

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	1,688,782	1,428,577
Jan	1,827,946	1,534,303
Feb	1,967,111	1,647,343
March	2,106,275	1,721,973
Apr	2,245,440	1,859,847
May	2,384,604	1,961,630
June	2,523,769	2,107,074
July	2,662,933	2,249,317
Aug	2,802,097	2,376,221
Sept	2,941,262	2,462,035
Oct	3,080,426	2,561,281
Nov	3,219,591	2,632,915
Dec	3,358,755	2,744,028
2009-2010	3,358,755	2,744,028

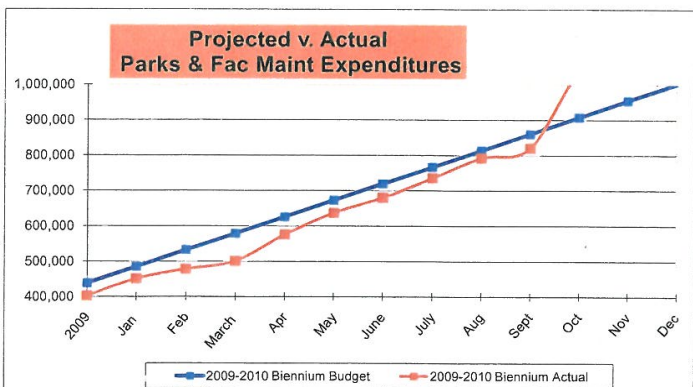
Biennium To Date
Actual v. Projected 82%



PARKS & FACILITY MAINT

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	438,714	402,516
Jan	485,650	451,141
Feb	532,585	478,768
March	579,521	501,737
Apr	626,457	576,229
May	673,392	637,832
June	720,328	680,748
July	767,264	735,949
Aug	814,199	792,890
Sept	861,135	821,038
Oct	908,071	1,035,149
Nov	955,006	1,074,809
Dec	1,001,942	1,193,182
2009-2010	1,001,942	1,193,182

Biennium To Date
Actual v. Projected 119%



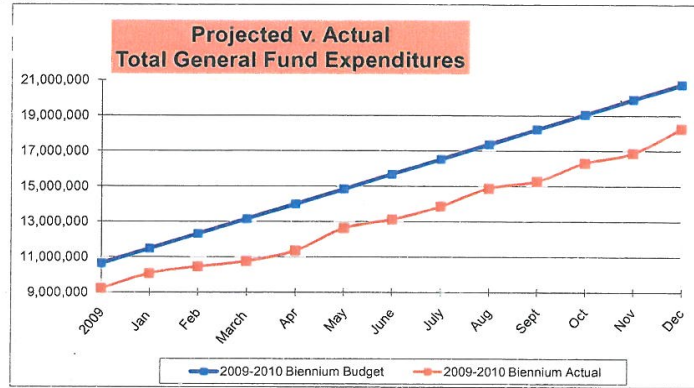
**City of Kenmore, Washington
General Fund Expenditure Graphs
December 31, 2010**

TOTAL GENERAL FUND EXPENDITURES

	2009-2010 Biennium Budget	2009-2010 Biennium Actual
2009	10,649,470	9,221,670
Jan	11,492,171	10,074,365
Feb	12,334,872	10,468,220
March	13,177,573	10,782,735
Apr	14,020,274	11,380,651
May	14,862,975	12,637,058
June	15,705,677	13,137,883
July	16,548,378	13,882,135
Aug	17,391,079	14,893,744
Sept	18,233,780	15,296,448
Oct	19,076,481	16,321,518
Nov	19,919,182	16,882,885
Dec	20,761,883	18,262,703
2009-2010	20,761,883	18,262,703

Biennium To Date
Actual v. Projected

88%



**City of Kenmore, Washington
All Funds Cash Summary
December 31, 2010**



	2008		2009-2010		
	BUDGET	ACTUAL	BUDGET	DECEMBER	BIENNIUM TO DATE
GENERAL FUND					
Beginning Cash	3,272,032	2,529,775	3,683,966		2,748,258
Interfund Loan Repayment	0	5,005,000			6,850,000
Revenues	9,452,756	10,457,437	18,950,806	592,776	18,944,234
Total Sources	12,724,788	17,992,212	22,634,772		28,542,492
Interfund Loans	0	5,500,000	0		5,350,000
Expenditures	10,279,083	9,731,454	20,761,883	1,379,818	18,262,703
Ending Cash	2,445,705	2,748,258	1,872,888		4,929,789
Total Uses	12,724,788	17,979,712	22,634,771		28,542,492
STREET FUND					
Beginning Cash	2,143,354	1,824,860	(2,371,433)		228,568
Interfund Loan		2,600,000	0		3,550,000
Revenues	15,469,881	5,609,342	2,869,797	850,036	8,568,320
Total Sources	17,613,235	10,034,202	498,364		12,346,888
Interfund Loan Repaid					6,150,000
Expenditures	17,428,310	9,805,634	4,331,754	1,729,323	4,156,306
Ending Cash	184,925	228,568	(3,833,390)		2,040,582
Total Uses	17,613,235	10,034,202	498,364		12,346,888
ARTERIAL STREET FUND					
Beginning Cash	508,306	1,743	(767,728)		1,432,272
Interfund Loan	0	8,200,000	0		8,300,000
Revenues	15,155,532	16,306,984	30,486,515	5,337,994	23,393,136
Total Sources	15,663,838	24,508,727	29,718,787		33,125,408
Interfund Loan Repaid	0	11,905,000			10,500,000
Expenditures	15,608,274	11,171,455	22,610,350	294,880	21,416,211
Ending Cash	55,564	1,432,272	7,108,437		1,209,197
Total Uses	15,663,838	24,508,727	29,718,787		33,125,408
PUBLIC ART FUND					
Beginning Cash	64,877	65,238	67,379		67,378
Revenues	3,244	2,640	263,384	483	130,857
Total Sources	68,121	67,878	330,763		198,235
Expenditures	500	500	130,000	(1,298)	129,991
Ending Cash	67,621	67,378	200,763		68,244
Total Uses	68,121	67,878	330,763		198,235
PARK IMPACT FEE FUND					
Beginning Cash	640,501	842,539	976,339		976,339
Revenues	179,923	140,084	206,630	15,434	396,799
Total Sources	820,424	982,623	1,182,969		1,373,138
Expenditures	470,000	6,284	817,000	18,683	18,683
Ending Cash	350,424	976,339	365,969		1,354,455
Total Uses	820,424	982,623	1,182,969		1,373,138
TRANSPORTATION IMPACT FEE FUND					
Beginning Cash	833,963	988,063	146,087		146,087
Revenues	210,540	158,024	889,284	34,792	1,280,266
Total Sources	1,044,503	1,146,087	1,035,371		1,426,353
Expenditures	1,000,000	1,000,000	880,698	450,000	880,698
Ending Cash	44,503	146,087	154,673		545,655
Total Uses	1,044,503	1,146,087	1,035,371		1,426,353
SWAMP CREEK BASIN FUND					
Beginning Cash	0	0	0		0
Revenues	0	0	1,619,255	8,084	1,762,640
Total Sources	0	0	1,619,255		1,762,640
Expenditures	0	0	0	0	0
Ending Cash	0	0	1,619,255		1,762,640
Total Uses	0	0	1,619,255		1,762,640

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City of Kenmore, Washington
All Funds Cash Summary
December 31, 2010

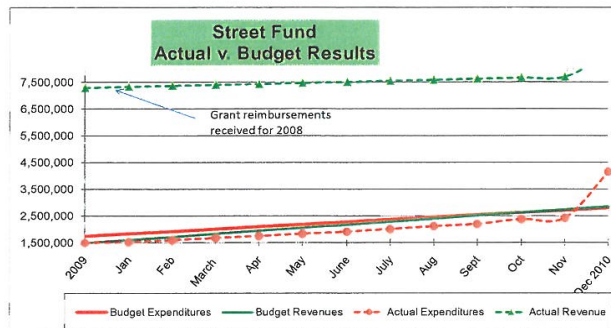


	2008		2009-2010		
	BUDGET	ACTUAL	BUDGET	DECEMBER	BIENNIUM TO DATE
MUNICIPAL CAPITAL RESERVE FUND					
Beginning Cash	7,403,784	2,716,023	5,702,042		2,402,043
Interfund Loan Repayment	0	6,900,000			8,800,000
Revenues	1,529,660	1,104,760	2,210,668	60,211	1,493,254
Total Sources	8,933,444	10,720,783	7,912,710		12,695,297
Interfund Loan		5,300,000			5,500,000
Expenditures	5,143,112	3,018,740	7,663,000	3,290,000	5,328,980
Ending Cash	3,790,332	2,402,043	249,710		1,866,318
Total Uses	8,933,444	10,720,783	7,912,710		12,695,297
CAPITAL PROJECTS FUND					
Beginning Cash	11,150,886	11,598,181	12,004,085		12,016,588
Revenues	2,060,158	2,140,079	6,626,878	(592,476)	4,693,262
Total Sources	13,211,044	13,738,260	18,630,963		16,709,850
Expenditures	5,950,800	1,734,172	17,525,189	4,120,855	16,636,626
Ending Cash	7,260,244	12,016,588	1,105,774		73,223
Total Uses	13,211,044	13,750,760	18,630,963		16,709,850
SURFACE WATER MANAGEMENT FUND					
Beginning Cash	3,877,397	4,113,562	3,865,039		3,865,039
Revenues	877,480	1,100,269	2,736,912	261,797	2,824,196
Total Sources	4,754,877	5,213,831	6,601,951		6,689,235
Expenditures	1,501,093	1,348,792	5,715,901	631,369	5,098,954
Ending Cash	3,253,784	3,865,039	886,050		1,590,280
Total Uses	4,754,877	5,213,831	6,601,951		6,689,235
STRATEGIC RESERVE FUND					
Beginning Cash	955,582	946,345	1,060,504		1,057,632
Interfund Loan Repayment					1,000,000
Revenues	104,922	111,287	237,693	0	206,832
Total Sources	1,060,504	1,057,632	1,298,197		2,264,464
Interfund Loans					1,000,000
Expenditures	0	0	0	0	0
Ending Cash	1,060,504	1,057,632	1,298,197		1,264,464
Total Uses	1,060,504	1,057,632	1,298,197		2,264,464
EQUIPMENT REPLACEMENT FUND					
Beginning Cash	429,718	440,823	510,358		510,358
Revenues	80,995	79,220	142,220	15,476	111,198
Total Sources	510,713	520,043	652,578		621,556
Expenditures	92,950	9,685	329,850	0	97,246
Ending Cash	417,763	510,358	322,728		524,310
Total Uses	510,713	520,043	652,578		621,556
TRUST AND AGENCY (NON BUDGETED FUND)*					
Beginning Cash	0	291,199	269,109		269,109
Revenues	0	27,626	0	3,370	144,107
Total Sources	0	318,825	269,109		413,216
Expenditures	0	49,716	0	8,504	134,357
Ending Cash	0	269,109	269,109		278,859
Total Uses	0	318,825	269,109		413,216
TOTALS					
Beginning Cash	31,280,400	26,358,351	25,145,747		25,719,671
Interfund Loan	0	22,705,000	0	0	28,500,000
Revenues	45,125,090	37,237,752	67,240,042	6,579,893	63,949,101
Total Sources	76,405,490	86,301,103	92,385,789	6,579,893	118,168,772
Interfund Loan	0	22,705,000	0	0	28,500,000
Expenditures	57,474,122	37,876,432	80,765,625	11,922,134	72,160,756
Ending Cash	18,931,368	25,719,671	11,620,163		17,508,016
Total Uses	76,405,490	86,301,103	92,385,788	11,922,134	118,168,772

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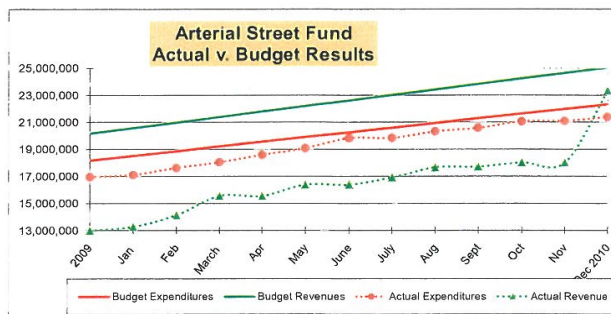
**City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2010**

STREET FUND				
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	1,748,149	1,505,137	1,503,320	7,304,004
Jan	1,836,627	1,529,355	1,617,193	7,348,600
Feb	1,925,105	1,601,376	1,731,066	7,385,480
March	2,013,583	1,679,482	1,844,939	7,418,832
Apr	2,102,061	1,750,691	1,958,812	7,450,953
May	2,190,539	1,833,028	2,072,685	7,487,930
June	2,279,017	1,915,191	2,186,559	7,524,083
July	2,367,494	2,010,996	2,300,432	7,562,529
Aug	2,455,972	2,117,674	2,414,305	7,600,077
Sept	2,544,450	2,198,898	2,528,178	7,640,517
Oct	2,632,928	2,375,177	2,642,051	7,680,589
Nov	2,721,406	2,426,983	2,755,924	7,718,284
Dec 2010	2,809,884	4,156,306	2,869,797	8,568,320
2009-2010	4,331,754		2,869,797	
Total Actual to Date vs Total Budget		96%		299%



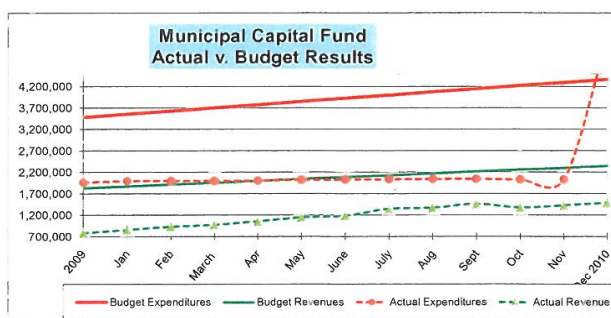
The Street Fund accounts for street maintenance operations, funded by the State's fuel tax and transfers from other funds. Before 2009, Phase I of the SR 522 highway project was accounted for in this fund including capital expenditures and grant revenues. Beginning in 2009, all of this capital project is accounted for in the Arterial Street Fund. There are still grant reimbursements due to this fund to repay 2008 expenditures.

ARTERIAL STREET FUND				
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	18,189,566	16,985,800	20,210,460	13,017,214
Jan	18,534,433	17,135,142	20,615,017	13,311,527
Feb	18,879,300	17,652,759	21,019,574	14,171,674
March	19,224,167	18,064,519	21,424,131	15,589,783
Apr	19,569,034	18,605,714	21,828,688	15,589,783
May	19,913,901	19,101,894	22,233,245	16,415,665
June	20,258,769	19,839,648	22,637,803	16,415,305
July	20,603,636	19,860,390	23,042,360	16,944,816
Aug	20,948,503	20,342,103	23,446,917	17,696,296
Sept	21,293,370	20,594,543	23,851,474	17,741,642
Oct	21,638,237	21,088,454	24,256,031	18,055,142
Nov	21,983,104	21,121,331	24,660,588	18,055,142
Dec 2010	22,327,971	21,416,211	25,065,145	23,393,136
2009-2010	22,610,350		30,486,515	
Total Actual to Date vs Total Budget		95%		77%



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

MUNICIPAL CAPITAL FUND				
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	3,489,000	1,969,275	1,830,383	790,632
Jan	3,562,667	2,001,855	1,873,823	867,331
Feb	3,636,333	2,005,283	1,917,264	940,894
March	3,710,000	2,005,562	1,960,704	983,320
Apr	3,783,667	2,010,027	2,004,145	1,065,978
May	3,857,333	2,033,284	2,047,585	1,155,137
June	3,931,000	2,035,452	2,091,026	1,194,231
July	4,004,667	2,043,273	2,134,466	1,352,664
Aug	4,078,333	2,047,784	2,177,906	1,376,381
Sept	4,152,000	2,051,555	2,221,347	1,464,365
Oct	4,225,667	2,038,980	2,264,787	1,383,245
Nov	4,299,333	2,038,980	2,308,228	1,433,043
Dec 2010	4,373,000	5,328,980	2,351,668	1,493,254
2009-2010	7,663,000		2,210,668	
Total Actual to Date vs Total Budget		70%		68%

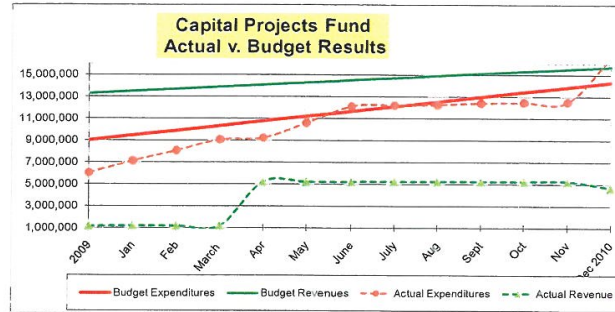


The Municipal Capital Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include park improvements and transfers to the Arterial Street Fund for transportation improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2010**

CAPITAL PROJECTS FUND

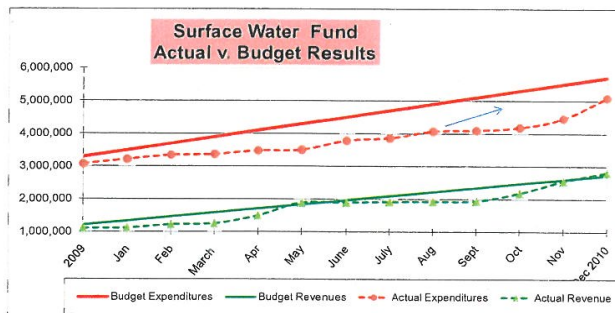
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	9,026,582	6,065,563	13,314,535	1,196,612
Jan	9,466,834	7,155,605	13,516,303	1,236,600
Feb	9,907,086	8,095,982	13,718,071	1,237,350
March	10,347,337	9,094,777	13,919,838	1,252,218
Apr	10,787,589	9,256,042	14,121,606	5,254,200
May	11,227,841	10,618,352	14,323,374	5,256,519
June	11,668,093	12,145,703	14,525,142	5,260,416
July	12,108,344	12,243,928	14,726,909	5,273,547
Aug	12,548,596	12,277,771	14,928,677	5,277,523
Sept	12,988,848	12,423,185	15,130,445	5,278,273
Oct	13,429,100	12,474,533	15,332,213	5,281,011
Nov	13,869,351	12,515,771	15,533,980	5,285,737
Dec 2010	14,309,603	16,636,626	15,735,748	4,693,261
2009-2010	17,525,189		6,626,878	
Total Actual to Date vs Total Budget		95%		71%



The Capital Projects Fund accounts for leasing activity of Kenmore Village, the City Hall construction project, the scheduled purchase and sale of Kenmore Village, proceeds of debt financing and transfers from the General Fund. The majority of the expenditures for construction of city hall are expected over the next 12 month period, the sale of Kenmore Village was budgeted to occur in December of 2009.

SURFACE WATER MANAGEMENT FUND

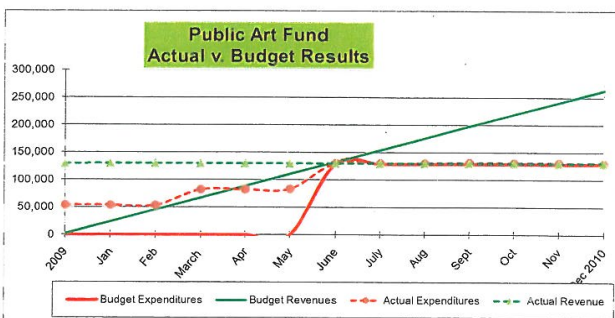
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	3,293,966	3,075,522	1,215,087	1,118,317
Jan	3,495,794	3,218,817	1,341,906	1,126,927
Feb	3,697,622	3,346,389	1,468,725	1,233,099
March	3,899,450	3,374,566	1,595,543	1,267,229
Apr	4,101,278	3,483,456	1,722,362	1,506,712
May	4,303,106	3,508,612	1,849,181	1,901,208
June	4,504,934	3,790,944	1,976,000	1,906,613
July	4,706,761	3,866,859	2,102,818	1,929,519
Aug	4,908,589	4,071,537	2,229,637	1,939,996
Sept	5,110,417	4,101,859	2,356,456	1,953,337
Oct	5,312,245	4,190,400	2,483,275	2,193,101
Nov	5,514,073	4,467,585	2,610,093	2,562,398
Dec 2010	5,715,901	5,098,954	2,736,912	2,824,195
2009-2010	5,715,901		2,736,912	
Total Actual to Date vs Total Budget		89%		103%



This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements. Funds remaining from King County that are reserved for activities in the Swamp Creek Basin will be transferred and accounted for in a new fund known as the Swamp Creek Basin Fund.

PUBLIC ART FUND

	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	0	53,994	2,012	129,920
Jan	0	53,994	23,793	130,374
Feb	0	53,994	45,574	130,374
March	0	82,494	67,355	130,374
Apr	0	82,494	89,136	130,374
May	0	83,589	110,917	130,374
June	129,000	130,680	132,698	130,374
July	129,000	130,680	154,479	130,374
Aug	129,000	130,789	176,260	130,374
Sept	129,000	131,289	198,041	130,374
Oct	129,000	131,289	219,822	130,374
Nov	129,000	131,289	241,603	130,374
Dec 2010	129,000	129,991	263,384	130,857
2009-2010	130,000		263,384	
Total Actual to Date vs Total Budget		100%		50%

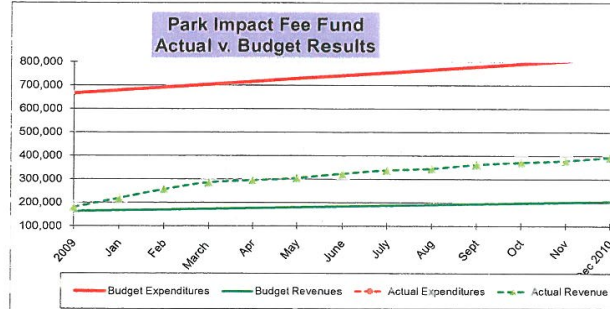


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

**City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2010**

PARK IMPACT FEE FUND

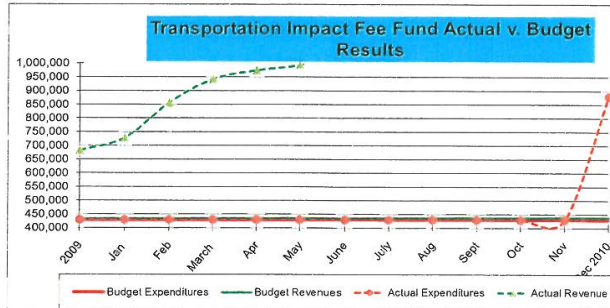
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	667,000	0	164,230	181,277
Jan	679,500	0	167,763	220,024
Feb	692,000	0	171,297	258,634
March	704,500	0	174,830	287,424
Apr	717,000	0	178,363	297,076
May	729,500	0	181,897	306,561
June	742,000	0	185,430	325,866
July	754,500	0	188,963	340,345
Aug	767,000	0	192,497	347,584
Sept	779,500	0	196,030	364,476
Oct	792,000	0	199,563	374,128
Nov	804,500	0	203,097	381,367
Dec 2010	817,000	18,683	206,630	396,801
2009-2010	817,000		206,630	
Total Actual to Date vs Total Budget		2%		192%



This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.
In the 2009-2010 budget, expenditures are projected for improvements to six City parks.

TRANSPORTATION IMPACT FEE FUND

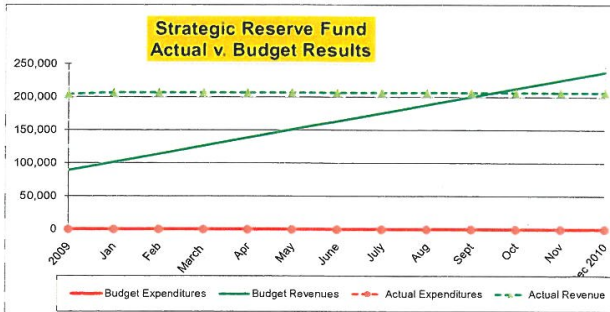
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	429,609	430,698	433,550	682,955
Jan	429,700	430,698	434,028	729,670
Feb	429,791	430,698	434,506	858,024
March	429,881	430,698	434,984	943,450
Apr	429,972	430,698	435,461	975,539
May	430,063	430,698	435,939	996,788
June	430,154	430,698	436,417	1,060,965
July	430,244	430,698	436,895	1,109,098
Aug	430,335	430,698	437,373	1,133,164
Sept	430,426	430,698	437,851	1,189,319
Oct	430,517	430,698	438,328	1,221,408
Nov	430,607	430,698	438,806	1,245,474
Dec 2010	430,698	880,698	439,284	1,280,266
2009-2010	880,698		889,284	
Total Actual to Date vs Total Budget		100%		144%



This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.
In the 2009-2010 budget, funds are budgeted for SR 522 construction costs.

STRATEGIC RESERVE FUND

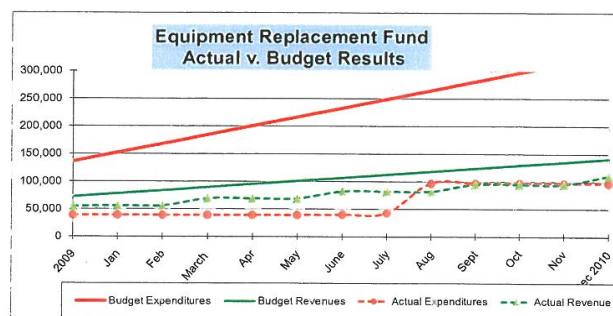
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	0	0	89,058	203,821
Jan	0	0	101,444	206,832
Feb	0	0	113,831	206,832
March	0	0	126,217	206,832
Apr	0	0	138,603	206,832
May	0	0	150,989	206,832
June	0	0	163,376	206,832
July	0	0	175,762	206,832
Aug	0	0	188,148	206,832
Sept	0	0	200,534	206,832
Oct	0	0	212,921	206,832
Nov	0	0	225,307	206,832
Dec 2010	0	0	237,693	206,832
2009-2010	0		237,693	
Total Actual to Date vs Total Budget		0%		87%



This fund serves as an emergency reserve and is fully funded, by transfers from the General Fund, to the maximum allowed by State law which is \$.375 per \$1,000 of City wide assessed value.

**City of Kenmore, Washington
Other Funds Monthly Activity
December 31, 2010**

EQUIPMENT REPLACEMENT FUND				
	2009-2010 Budget Expenditures	2009-2010 Actual Expenditures	2009-2010 Budget Revenue	2009-2010 Actual Revenue
2009	136,250	39,469	72,690	55,275
Jan	152,383	39,469	78,484	56,791
Feb	168,517	39,469	84,278	56,791
March	184,650	39,469	90,073	69,768
Apr	200,783	39,469	95,867	69,768
May	216,917	39,469	101,661	69,768
June	233,050	40,348	107,455	82,745
July	249,183	43,288	113,249	82,745
Aug	265,317	97,246	119,043	82,745
Sept	281,450	97,246	124,838	95,722
Oct	297,583	97,246	130,632	95,722
Nov	313,717	97,246	136,426	95,722
Dec 2010	329,850	97,246	142,220	111,198
2009-2010	329,850		142,220	
Total Actual to Date vs Total Budget		29%		78%



This fund is used to maintain a reserve for future replacement of equipment and receives payments from the various department and funds that benefit from or use the assets.

**City of Kenmore, Washington
Cash and Investment Report
December 31, 2010**



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,729,330	\$592,776	\$1,379,818	\$4,942,288
Street	\$2,919,869	850,035	1,729,323	2,040,581
Arterial Street	(\$3,833,914)	5,337,992	294,880	1,209,198
Public Art	\$66,463	484	-1,298	68,245
Park Impact Fee	\$1,357,706	15,434	18,683	1,354,457
Transp Impact Fee	\$960,863	34,792	450,000	545,655
Swamp Creek Basin	\$1,754,557	8,083	0	1,762,640
Municipal Capital	\$5,096,105	60,211	3,290,000	1,866,316
Capital Projects	\$4,774,055	-592,478	4,120,855	60,722
Capital Projects-Retainage	\$443,378	39	0	443,417
Surface Water Mgt.	\$1,959,853	261,796	631,369	1,590,280
Strategic Reserve	\$1,264,465	0	0	1,264,465
Equipment Replacement	\$508,835	15,476	0	524,311
Trust & Agency	\$283,989	3,371	8,504	278,856
Totals	\$23,285,554	\$6,588,011	\$11,922,134	\$17,951,431

updated:

Fund	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$4,159,334	\$782,955	\$4,942,289
Street	1,190,581	850,000	2,040,581
Arterial Street	1,209,198	0	1,209,198
Public Art	53,245	15,000	68,245
Park Impact Fee	424,457	930,000	1,354,457
Transp Impact Fee	515,655	30,000	545,655
Swamp Creek Basin	362,640	1,400,000	1,762,640
Municipal Capital	1,866,316	0	1,866,316
Capital Projects	54,139	450,000	504,139
Surface Water Mgt.	1,080,280	510,000	1,590,280
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	74,311	450,000	524,311
Trust & Agency	178,856	100,000	278,856
Totals	\$11,583,477	\$6,367,955	\$17,951,432

City of Kenmore, Washington
Schedule of Investments
December 31, 2010



		Average Yield to Maturity-Securities						Overall Average Yield	0.58%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	313371WR3	FHLB	12/10/2012	12/10/2010	0.70%	0.70%	3/10/2011	1,000,000.00	7,000.00
CALLED 12/8/10	3133XYP25	FHLB	6/8/2012	6/8/2010	1.10%	1.10%		-	-
Total Piper Jaffrey Purchases								1,000,000.00	7,000.00
Time Value Investments									
	3134G1K60	FHLMC	12/28/2015	12/28/2010	2.05%	2.05%	12/28/2011	1,000,000.00	20,500.00
	31398A4N9	FHLB	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90
Total TVI Purchases								1,999,990.00	30,499.90
Bank of America									
	3133XTV45	FHLB	6/3/2011	6/16/2009	1.13%	1.45%		995,270.00	14,431.42
Total Bank of America Purchases								995,270.00	14,431.42
Banner Bank CD's									
	5740005425	CD	2/6/2011	2/6/2010	1.44%	1.45%		1,132,694.88	16,424.08
Total Banner Bank CD's								1,132,694.88	16,424.08
Sound Community Bank CD's									
	39780029	Money Market	2/1/2011	2/1/2010	0.20%	0.20%		1,000,000.00	2,000.00
Total Sound Community Bank CD's								1,000,000.00	2,000.00
Cascade Bank CD's									
	280128104	CD	3/16/2011	3/16/2010	1.49%	1.50%		90,000.00	1,350.00
	280128112	CD	3/10/2011	3/10/2010	0.99%	1.00%		150,000.00	1,500.00
Total Cascade Bank CD's								240,000.00	2,850.00
TOTAL ALL SECURITIES								\$ 6,367,954.88	\$ 73,205.39
					Banner Checking and Savings		0.25% Banner	\$607,268.72	1,518.17
					Cascade Savings		0.25%	11,034.96	27.59
					Cash			1,005.18	-
					Local Government Investment Pool		0.26% LGIP	\$10,964,168	28,506.84
					Total Accounts			\$ 17,951,432.19	103,257.99

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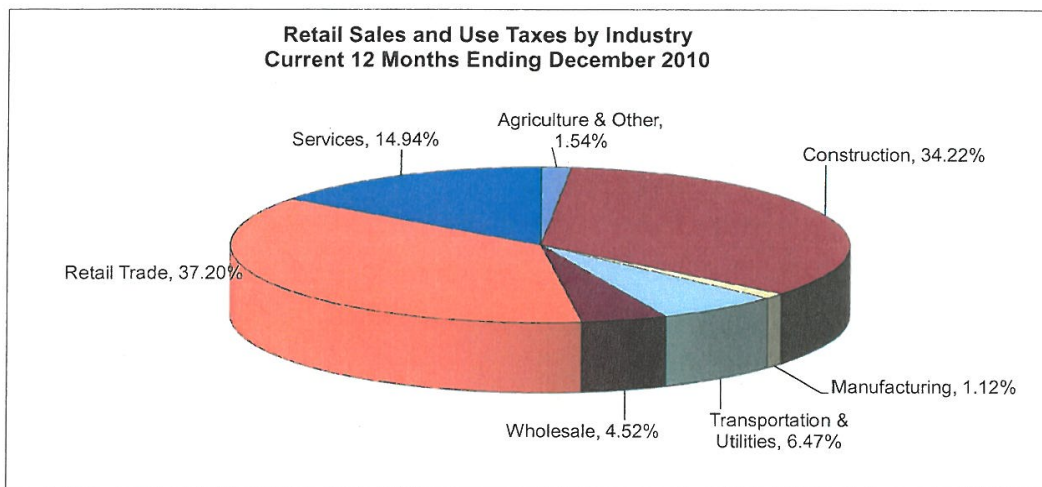
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 December 2010

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	2,421.52	4.40	2,425.92	2.1%
CONSTRUCTION	21,776.80	466.53	22,243.32	19.0%
MANUFACTURING	1,252.43	17.00	1,269.43	1.1%
TRANSPORTATION & UTILITIES	7,896.19	472.03	8,368.22	7.1%
WHOLESALE	5,744.75	53.40	5,798.16	4.9%
RETAIL TRADE	52,073.30	745.64	52,818.95	45.1%
SERVICES	22,339.84	765.47	23,105.31	19.7%
PUBLIC SERVICES	79.55	1,075.52	1,155.06	1.0%
	<u>113,584.38</u>	<u>3,599.99</u>	<u>117,184.37</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
December 31, 2010



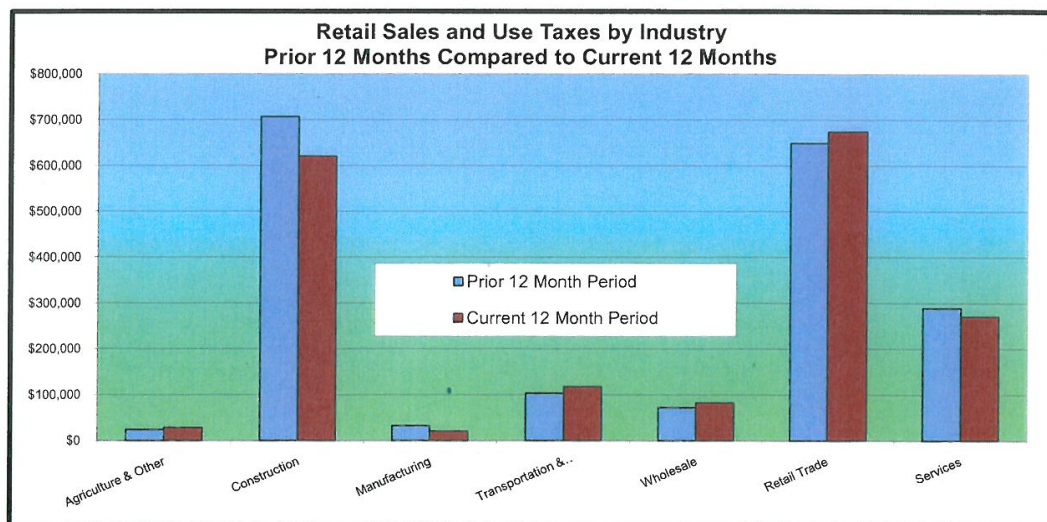
Industry	Prior 12 Months ending December 2009	Current 12 Months ending December 2010	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$23,890	\$27,816	16.43%	1.54%
Construction	706,387	619,835 *	-12.25%	34.22%
Manufacturing (Printing, Publishing, Other Manuf.)	32,112	20,264	-36.89%	1.12%
Transp/Comm/Utilities (Telecomm., Air Transport.)	103,195	117,244	13.61%	6.47%
Wholesale (Lumber, Other Wholesale)	72,129	81,955	13.62%	4.52%
Retail Trade (Eating, Merchandise, Food Stores)	648,722	673,833	3.87%	37.20%
Services (Auction, Recreation, Auto Repair, Financial)	288,319	270,547	-6.16%	14.94%
Totals	\$1,874,755	\$1,811,495	-3.37%	100%
Increase/(Decrease)		(\$63,260)	-3.37%	



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

* Approximately 40% of this is due to the Brightwater project.

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



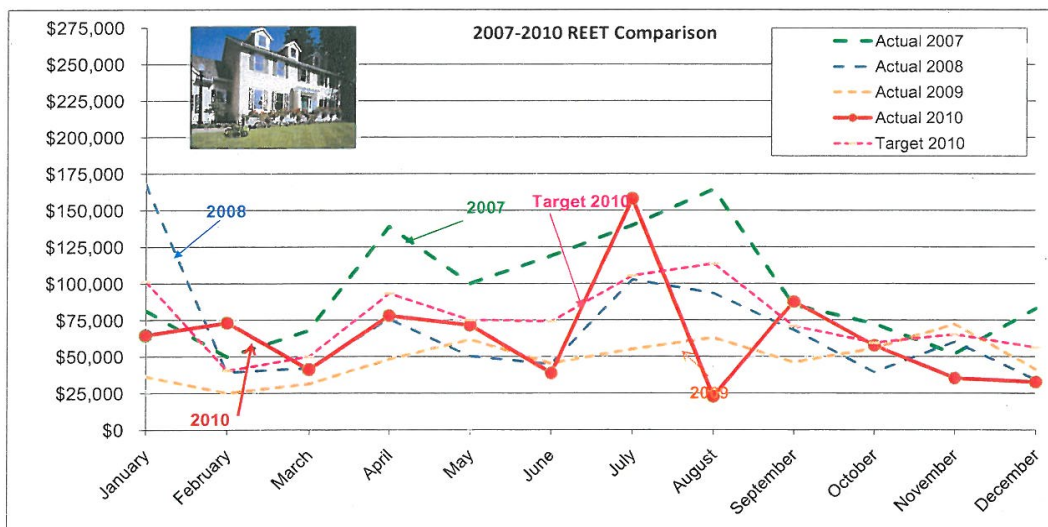
**City of Kenmore, Washington
Real Estate Excise Tax Report
December 31, 2010**



Real Estate Excise Taxes (REET) 2007 - 2010 Monthly Receipts					
	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Target 2010
January	81,719	167,796	36,640	64,792	101,351
February	50,090	39,354	25,466	73,383	40,699
March	68,059	42,409	31,468	41,445	50,271
April	139,045	75,958	48,355	78,233	93,276
May	100,264	50,369	61,743	71,622	75,219
June	119,079	45,084	45,639	38,919	74,308
July	139,843	102,721	55,328	158,221	105,507
August	164,569	93,364	63,161	23,033	113,725
September	85,510	68,457	46,508	87,734	71,004
October	72,764	39,607	55,905	57,761	59,600
November	52,238	60,295	72,456	35,585	65,520
December	83,245	34,608	41,723	32,962	56,519
	\$1,156,425	\$820,021	\$584,392	\$763,689	\$906,999

For 2010, Taxes are \$179,297 more than the same period last year and below 2010 target by \$143,310

Real Estate Excise Taxes (REET)								
2007 - 2010 Property Sales > \$500,000								
Sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the re								
	Taxes from > \$500,000 Sale Amounts							
	2007	2008	2009	2010	2007	2008	2009	2010
January	7,171,467	28,479,285	3,809,950	3,790,500	35,499	140,972	18,859	18,763
February	5,891,350	4,994,900	2,819,838	4,805,000	29,162	24,725	13,958	23,785
March	10,285,427	6,016,500	2,923,000	1,149,000	50,913	29,782	14,469	5,688
April	14,724,236	9,089,830	3,942,750	1,779,000	72,885	44,995	19,517	8,806
May	8,942,849	4,285,470	7,254,950	1,859,000	44,267	21,213	35,912	9,202
June	12,961,701	5,868,926	560,000	540,000	64,160	29,051	2,772	2,673
July	12,612,050	15,533,779	3,739,900	18,013,000	62,430	76,892	18,513	89,164
August	18,632,675	12,492,130	3,857,600	1,020,000	92,232	61,836	19,095	5,049
September	5,456,869	6,504,602	2,275,000	11,276,760	27,012	32,198	11,261	55,820
October	5,285,500	3,397,877	5,949,213	610,000	26,163	16,819	29,449	3,020
November	3,507,980	5,851,865	6,393,000	1,020,000	17,365	28,967	31,645	5,049
December	7,815,900	619,950	1,855,348	2,178,000	38,689	3,069	9,184	10,781
	\$113,288,004	\$103,135,114	\$45,380,549	\$48,040,260	\$560,777	\$510,519	\$224,634	237,800



* NOTE THE TARGETS ARE BASED ON A 3-YEAR AVERAGE (2007-2009) OF ACTUAL RECEIPTS.

**City of Kenmore, Washington
Monthly Report for Kenmore Village
December 31, 2010**



Revenues

Lease Income USPS (6700 Building)
Lease Income
Landlord Expense (CAM*) Reimbursement
Leasehold Excise Tax (31% of paid taxes)

Total Revenues

**Received in Biennium-to-
December Date**

\$1,988 \$16,234
0 356,927
0 66,303
0 31,521

\$1,988 \$470,985

Biennium Budget

\$0
226,067
0
0

\$226,067

Expenditures

6700 Building Improvements
Property Management
Utilities and Insurance
Repairs, Maintenance, Other Services
Surface Water and Fire Benefit Fees
Legal Services (One-Time for New Leases)
Leasehold Tax (12.84% of Lease Income)

Total Expenditures

Net Income (Loss)

\$3,998 \$108,032
0 41,204
0 38,439
0 133,523
0 4,026
0 4,853
0 34,466

\$3,998 \$364,542

(\$2,011) \$106,443

\$0
87,357
102,806
0
0
0
0

\$190,163

\$35,904

NOTES: *CAM is Common Area Maintenance

**City of Kenmore, Washington
Contingency Account Status
December 31, 2010**



2009 Contingency Account Budget	\$74,859
2010 Contingency Account Budget	\$77,105
Less: Mid Biennium Adjustment	<u>(\$94,810)</u>
Adjusted Balance	\$57,154

City of Kenmore, Washington
SR 522 Phase I Revenue and Expenditure History
as of December 31, 2010

Phase I

Stage 3 Burke Gilman Trail @73rd Ave NE-nearing completion
Stage 1 SR 522 Central Segment 65th to 73rd and other improvements, in construction
Stage 2 SR 522 West Segment 57th to 65th and other improvements, pending funding

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

		Cumulative through 2008	2009	Dec-10 Transactions	2010	Life to Date
Revenues:						
	Secured:					
Wa State Transportation Improve. Board:						
to Street Fund	5,047,000	851,786	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	0	1,501,692	4,195,214
Wa State Gas Tax	4,663,620	3,119,047	1,765,416	0	0	4,884,463
Federal Surface Transportation Prog	12,045,444	1,708,895	8,535,460	0	1,781,817	12,026,172
Brightwater	15,000	15,000	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	357,914	0	0	0	546,862	546,862
King County Parks	906,500	514,616	201,467	0	0	716,083
King County Roads	350,000	350,000	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	80,559
Puget Sound Energy Reimb	264,100	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	88,620
Urban Partners	75,000	0	25,000	0	54,438	79,438
Fire District Reim	49,000	0	0	0	0	0
City Art Fund	126,486	0	0	0	0	0
City Funds:	5,607,250	0	0	0	0	0
Transfer from REET Muni Cap		1,083,250	0	3,290,000	3,290,000	4,373,250
Transfer from Street Fund		0	0	521,870	521,870	521,870
Stage 1/181st Transfer from REET Muni Cap		0	334,000	0	0	334,000
Stage 2 Transfer from REET Muni Cap	700,000	0	700,000	0	0	700,000
Transfer from Trans Impact Fees		900,000	0	0	0	900,000
Total Revenues	30,840,772	8,859,987	14,106,651	3,811,870	7,696,679	30,663,317
Expenditures:						
Street Fund		15,148,961	1,090	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0
1% Art Fund		0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	165,113	2,874,519	14,836,692
Stage 2 Arterial Street Fund			483,830	4,267	435,358	919,188
Muni Cap Fund		46,782	0	0	0	46,782
Total Expenditures		15,449,603	12,193,233	169,380	3,309,877	30,952,714

City of Kenmore, Washington
SR 522 Phase II Revenue and Expenditure History
as of December 31, 2010

Phase II

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

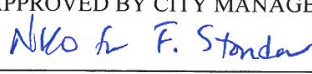
****Actuals Received on Cash Basis****

Revenues:

	<u>Secured:</u>	<u>Cumulative</u> <u>through 2008</u>	<u>2009</u>	<u>Dec-10</u> <u>Transactions</u>	<u>2010</u>	<u>Life to Date</u>
Wa State Transportation Improve. Board:	3,450,000	3,145,975	131,526	0	172,500	3,450,000
Sound Transit	8,192,307	8,192,307	0	0	0	8,192,307
Brightwater	250,000	0	0	0	0	0
Federal Grant via WSDOT	697,312	578,381	91,120	0	0	669,501
Federal: WSDOT Signal/Overlay	683,608	185,272	498,322	0	0	683,594
Regional Mobility WSDOT	1,800,000	1,441,827	358,173	0	0	1,800,000
King County Metro	400,000	0	0	0	400,000	400,000
Wa State Gas Tax Grant	8,336,380	4,636,717	2,951,182	0	439,620	8,027,519
Comcast Reimb	147,770	92,680	0	55,090	55,090	147,770
Northshore Utility District Reimb	1,621,486	1,024,376	441,836	0	0	1,466,212
Northshore School District Reimb	28,914	0	0	0	0	0
PSE Reimbursement	150,000	0	0	0	0	0
City: Art Fund	161,006	0	0	0	0	0
City:	2,870,793				0	0
Investment Earnings		92,191	15,331	2,532	2,532	110,054
Fuel Tax		274,153	0	0	0	274,153
Transfer of Trans Impact Fees		512,000	430,698	450,000	450,000	1,392,698
Transfer from Street Fund		0	0	1,000,000	1,000,000	1,000,000
Transfer of REET		1,096,420	0	0		1,096,420
<u>Total Revenues</u>	28,789,576	21,272,299	4,918,188	1,507,622	2,519,742	28,710,229

Expenditures:

Arterial Street	22,497,211	4,671,626	108,247	1,068,152	28,236,988
Interfund Loan Interest	127,175	0	0	0	127,175
Art 1%	0	0	0	0	0
Transportation Impact Fee Fund	100,000	0	0	0	100,000
<u>Total Expenditures</u>	22,724,386	4,671,626	108,247	1,068,152	28,464,163

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Approve Ordinance No. 11-0321 extending the Franchise Agreement for Cable Services Between the City of Kenmore and Comcast of Washington IV, Inc. and Comcast of California/Colorado/Texas/Washington, Inc. and jointly known as Comcast Cable, Inc. to December 31, 2011 and Establishing an Effective Date			21 March 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: Staff and City Attorney time		ACCOUNT NUMBER: 01.19.5507	
AMOUNT BUDGETED: \$0—funds were allocated from Contingency Account		NAME AND FUND #: General Fund 01	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Proposed Ordinance No. 11-0321			
SUMMARY STATEMENT: The City of Kenmore joined ten other jurisdictions to form a Consortium to negotiate a new franchise agreement with Comcast of Washington IV Inc. The template agreement was completed in March 2010, leaving each jurisdiction to complete negotiations on issues that are specific to local franchise authorities. Kenmore and Comcast have nearly completed negotiations, but it is necessary to extend the current agreement, which expires March 31, 2011. The proposed Ordinance extends the current franchise agreement to December 31, 2011 or until a new franchise agreement is approved, whichever date occurs sooner. The City Attorney has reviewed the proposed Ordinance.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council approved Ordinances No. 98-0014, No. 05-0232, No. 09-0297, No.09-0303, No. 10-0308 and No. 10-0316 adopting and extending the franchise agreement for cable services with Comcast. Council authorized the City Manager to execute Contract No. 08-C371 in October 2008, an interlocal agreement establishing the Consortium for the Negotiation of Cable Television Franchising and approved Amendment No. 1 to the Contract to add the City of Sammamish to the Consortium in June 2009.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Approve Ordinance No. 11-0321 Extending the Franchise Agreement for Cable Services between the City of Kenmore and Comcast of Washington IV, Inc. and Comcast of California/Colorado/Texas/Washington, Inc. known jointly as Comcast Cable, Inc. to December 31, 2011 and Establishing an Effective Date.			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE: 1 March 2011	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK): See below

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VD.

Adopt Ordinance No. 11-0321 Extending the Franchise Agreement for Cable Services Between

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 11-0321

AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, EXTENDING ITS CABLE TELEVISION
FRANCHISE WITH COMCAST OF WASHINGTON IV, INC.,
AND COMCAST OF
CALIFORNIA/COLORADO/TEXAS/WASHINGTON, INC.,
JOINTLY KNOWN AS COMCAST CABLE, INC. TO
DECEMBER 31, 2011, AND FIXING AN EFFECTIVE DATE.

WHEREAS, in 1998 the City Council of the City of Kenmore (City) adopted Ordinance No. 98-0014 approving and granting a cable franchise agreement with Comcast of California/Colorado/Texas/Washington, Inc. and Comcast of Washington IV, Inc., formerly known as Tele-Vue Systems Inc. and TCI Cablevision of Washington, Inc., and jointly known as Comcast Cable, Inc. (Comcast), for a period of seven years; and

WHEREAS, the franchise agreement adopted through Ordinance No. 98-0014 was originally executed by King County and TCI of Seattle, Inc.; TCI of Auburn, Inc.; and TCI of Southwest Washington, Inc. in 1996 as enacted pursuant to King County Ordinance No. 12132; and

WHEREAS, the franchise held by Comcast of Washington IV, Inc. is the controlling document operations within the City; and

WHEREAS, on July, 25, 2005 the City Council adopted Ordinance No. 05-0232, which granted a four year extension of the franchise to Comcast, through August 31, 2009; and

WHEREAS, the City entered into an Interlocal Agreement with nine other jurisdictions in October, 2008 to establish a consortium (known as the Cable Franchise Consortium) for the purpose of negotiating a franchise agreement template with Comcast; and

WHEREAS, on June 15, 2009 the City Council adopted Ordinance 09-0297, which granted an extension of the franchise to Comcast through December 31, 2009 in order to allow negotiations on a new franchise agreement template to continue; and

WHEREAS, on December 7, 2009 the City Council adopted Ordinance No. 09-0303 which granted an extension of the franchise to Comcast through May 31, 2010 to allow completion of negotiations on a new franchise agreement template; and

WHEREAS, Comcast and the Cable Franchise Consortium engaged in negotiations in accordance with the provisions of 47 U.S.C. § 546 and the franchise agreement template was completed in March, 2010; and

WHEREAS, on May 24, 2010 the City Council adopted Ordinance No. 10-0308, which granted an extension of the franchise to Comcast through December 31, 2010 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, on November 22, 2010 the City Council adopted Ordinance No. 10-0316, which granted an extension of the franchise to Comcast through March 31, 2011 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, the City and Comcast are near the conclusion of negotiations on provisions of the franchise agreement that are specific to the City; and

WHEREAS, it is in the public interest to extend the existing franchise agreement for an additional period of time to allow the City and Comcast to complete negotiations for a new cable television franchise agreement; and

WHEREAS, neither party under the existing franchise agreement waives any right which it enjoys under law as a result of agreeing to this extension;

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

Section 1. Amend Ordinance No. 98-0014. Section 1 of Ordinance No. 98-0014 is hereby amended to read as follows:

The City Council hereby grants to Comcast of Washington IV, Inc., and Comcast of California/Colorado/Texas/Washington, Inc., and jointly known as Comcast Cable, Inc. formerly known as TCI Cablevision of Washington, Inc., a franchise to operate a cable television system within the city limits of Kenmore. The terms and conditions of said franchise shall be as set forth in Ordinance No. 12132 enacted by King County to TCI Cablevision of Washington, Inc. which is attached hereto and incorporated herein by this reference. Said franchise with the City of Kenmore shall expire on December 31, 2011, or until such time as the City of Kenmore adopts a new franchise ordinance that supersedes this ordinance, whichever occurs sooner.

Section 2. Repealer. Section 1 of Ordinance No. 10-0316 is hereby repealed.

Section 3. Compliance with Franchise Agreement. As a condition of the franchise extension granted by this Ordinance, Comcast shall provide its written and

acknowledged unconditional acceptance and promise to comply with all provisions, terms and conditions of the existing Comcast cable franchise agreement during this extension period. By the adoption of this Ordinance the City of Kenmore agrees to comply with all provisions, terms and conditions of the existing Comcast cable franchise agreement during the extension period. Except as provided in Section 2 of this Ordinance, all provisions of Ordinance No. 98-0014, Ordinance No. 05-0232, Ordinance No. 09-0297, Ordinance 09-0303, Ordinance No. 10-0308 and Ordinance No. 10-0316 shall remain in effect throughout the duration of the franchise extension provided by this Ordinance, except the provision for the duration of the Franchise shall be December 31, 2011.

Section 4. Performance Review and Needs Ascertainment. The City is pursuing a Performance Review of Comcast and Needs Ascertainment pursuant to 47 U.S.C. § 546.

Section 5. Performance Bond and Insurance. The performance bond and insurance policy provided by Comcast pursuant to the franchise agreement shall remain in effect during the extension period.

Section 6. Nonwaiver and Acceptance. The City and Comcast agree that by extending the franchise, neither is waiving any rights under federal law. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by Comcast.

Acceptance shall be accomplished by the submission of a written instrument, executed and sworn to by a corporate officer of Comcast before a Notary Public, and filed with the City within forty-five (45) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED by the City Council this ____ day of _____, 2011.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Lynn Suskin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. 11-0321
of the City of Kenmore, Washington

On the ____ day of March, 2011, the City Council of the City of Kenmore, Washington, passed Ordinance No. 11-0321. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, EXTENDING ITS CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF WASHINGTON IV, INC., AND COMCAST OF CALIFORNIA/COLORADO/TEXAS/WASHINGTON, INC. AND JOINTLY KNOWN AS COMCAST CABLE, INC. TO DECEMBER 31, 2011, AND FIXING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2011.

Lynn Suskin, City Clerk

ACKNOWLEDGEMENT OF FRANCHISE EXTENSION

This Acknowledgement of Franchise Extension is made this _____ day of _____, 2011, by and between Comcast of Washington IV, Inc. and Comcast of California/Colorado/Texas/Washington, Inc. and jointly known as Comcast Cable, Inc. ("Comcast") and the City of Kenmore, Washington, a Washington municipal corporation ("City").

Whereas, the City granted Comcast a franchise in Ordinance No. 98-0014 ("Cable Franchise") and has since extended that franchise in Ordinance No. 05-0232, Ordinance 09-0297, Ordinance No. 09-303, Ordinance No. 10-0308, Ordinance No. 10-0316 and Ordinance No. 11-0321; and

Whereas, the parties wish to agree to and acknowledge the continued effect of the Cable Franchise until December 31, 2011;

Now, Therefore, Comcast and the City acknowledge and agree as follows:

1. Term. The Cable Franchise is hereby acknowledged and agreed to be extended until December 31, 2011.

2. Ratification. All terms and conditions of the Cable Franchise are hereby ratified and confirmed, except the provision for the duration of the Franchise which is hereby acknowledged to be December 31, 2011. Comcast hereby unconditionally accepts and promises to comply with all provisions, terms and conditions of the Cable Franchise during the extension period.

3. Nonwaiver. Comcast and the City agree that by extending the Cable Franchise, neither is waiving any rights under federal law.

Counterparts. This Franchise Extension may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

CITY OF KENMORE

By: _____
Mayor, David Baker

Dated: _____

COMCAST

By: _____

Its: _____

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2010.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

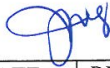
CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an Amount not to exceed \$69,832.			March 21, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	(425) 398-8900
COST OF PROPOSAL: \$69,832		ACCOUNT NUMBER: 10.00.5475 ROW Services (\$35,000) 01.76.5465 Parks Maintenance Contracts (\$35,000)	
AMOUNT BUDGETED: \$70,000		NAME AND FUND #: Street Fund No. 10 General Fund No. 01 Parks Maint. Cost Center	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
New Contract No. 11-C936 Contract for Services between The City of Kenmore and the King County Department of Adult and Juvenile Detention Community Work Program			
Expired: Contract No. 10-C855 Contract for Services between The City of Kenmore and the King County Department of Adult and Juvenile Detention Community Work Program			
SUMMARY STATEMENT:			
The King County Correctional Work Program (CWP) currently allows District Court to sentence offenders to work crews to perform supervised manual labor for various public service agencies. The program is designed to provide a diversion from jail for low-level, low-risk offenders and a visible restitution to the community. Offenders are sentenced directly to the CWP and may work off their fines, regain their driver's license or complete the terms of their sentence. CWP projects typically include various types of landscaping, habitat restoration and invasive species removal. CWP crews function year round and offer services Monday through Saturday. The City has been using this program for many years and it continues to be a cost effective way to get this type of labor work done. Contract No. 10-C855 has expired and Contract No. 11-C936 will be executed for work performed during 2011. The daily rates for the contracted services with the King County Community Work Program remain the same for 2011; however the number of service days has been reduced to 116 (compared to 126 days used in 2010).			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Contract reviews and management efficiencies.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:			

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

Authorize the City Manager to Execute Contract No 11-C936 with the King County Department of Adult and Juvenile Detention Community Work Program for Public Works Services in an Amount not to exceed \$69,832.

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE:

2/24/2011

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):

i:\city clerk\agenda items\public
works\2011 council meeting agenda
items\march 21, 2011\agenda bill
summary kc community work
program contract 2011.docx

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

City of Kenmore, Washington
Contract for Services
King County Department of Adult and Juvenile Detention
Community Work Program
Contract No. 11-C936

2011 AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION Community Work Program ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in and meeting the standards of the scope of work attached hereto as Exhibit A.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2011 and shall extend through December 31, 2011. The crews will work two (2) and three (3) days per week for this contract period as directed by City staff. The Agreement may be extended by mutual consent of both parties.

3. PAYMENT

City shall pay contractor for such services a rate of \$ 602.00 per day. Total payments to CWP shall not exceed *\$69,832* during the contract period, based upon a total of 116 work days, unless a negotiated amendment has been approved and signed by both parties.

- A. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice.
- C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

- D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

4. WORK CREW SELECTION

Contractor shall be responsible for the selection of crewmembers provided to the City under this Agreement. The work crew will consist of a work crew supervisor and four (4) or more individuals sanctioned to the Community Work Program by criminal or civil courts within King County.

5. WORK CREW SCHEDULE AND CANCELLATION

Contractor will provide the City with a work crew for each business day during the term of this Agreement; Provided, however, that Contractor maintains the right to cancel work activities due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. Days missed during the business week may be scheduled and made up on Saturday's with the agreement of the Lake Forest Park contract liaison or designee. Per section 3A of this Agreement, the City will not be responsible for payment to the Contractor for days in which work activities are not conducted.

6. SUPERVISION OF THE WORK CREW

- A. Contractor shall provide at least one (1) supervisory person who shall be present at all times during the execution of all portions of the work, who shall direct, supervise and be thoroughly responsible for the Contractor work crew and its actions while in the performance of maintenance services. Contractor will provide necessary equipment to the participants, coordinate with the designated City supervisor to determine work site, schedules, obtain necessary on-site equipment and complete maintenance log for each work site.
- B. Contractor shall be responsible to provide all training to the crew supervisor regarding the scope of work, safety procedures, CPR, first aid, and defensive driving.

7. TRANSPORTATION

Transportation to and from the City's designated work sites will be the responsibility of the Contractor.

8. EQUIPMENT

All equipment necessary to complete the agreed upon services shall be the responsibility of Contractor unless otherwise discussed and agreed to by the parties. Safety equipment will be provided by Contractor to include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of Contractor to leave City facilities in existing or better condition. Any damage to facilities or unsatisfactory operation of utilities shall be brought to the City's attention immediately by Contractor. All damages to existing facilities shall be reviewed by the City and Contractor, and those damages caused by Contractor or its work crew shall be repaired or replaced at Contractor's expense.

10. SAFETY AND CLEANUP

- A. Contractor shall be responsible to maintain the work area free of debris and clutter and especially avoid causing any hazards anywhere on the property due to its operations.
- B. Upon completion of the day's work the job site as well as any space used by Contractor shall be left clean and orderly.
- C. Contractor shall be responsible for accomplishing work zone traffic control in accordance with applicable state regulations.

11. MAINTENANCE ACTIVITIES AND SCHEDULING

Contractor is to consider that City property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation of the City property shall not be affected without prior approval by the City.

12. DISPOSAL METHODS:

Contractor shall select disposal sites and be responsible for the disposal of debris and unsuitable materials collected under the conditions of this Agreement. In no case shall debris and unsuitable materials be disposed upon the site or any property contiguous

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

thereto. Contractor is solely responsible for any and all damages done or any regulation violated in the disposal of waste material, as well as for any other action that they perform. Contractor agrees to defend, indemnify, and hold the City of Lake Forest Park harmless free from liability for any and all damages, costs and expenses (including but not limited to attorneys' fees) incurred as a result of Contractor's actions. The City of Lake Forest Park shall reimburse Contractor for any fees associated with disposal of debris collected at the designated work sites. Disposal fees will be reviewed and disagreements will be discussed and resolved by the parties.

13. DISCRIMINATION AND COMPLIANCE WITH LAWS

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

14. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Field Supervisor of the City of Lake Forest Park or his/her designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

15. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from any actions by any work crew member while that work crew member is under County supervision and/or negligent or willful acts or omissions of Contractor, its officers, employees and agents in performing this agreement. For purposes of this agreement it is agreed that work crew members are not agents of the County.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employee and agents from any and all costs, claims, judgements or awards of

damaged, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this agreement.

- C. The provisions of A and B shall survive the expiration or termination of this agreement.

16. INSURANCE

Contractor is self insured for all its liability and shall assume responsibility for liability claims made by Crew Supervisors and assigned work crew members in accordance with King County procedures governing worker's compensation.

17. SUBLETTING OR ASSIGNING CONTRACT

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

18. FUTURE SUPPORT

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

19. INDEPENDENT CONTRACTOR

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

20. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

21. TERMINATION

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

22. NO THIRD-PARTY BENEFICIARIES.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2011.

CONTRACTOR

By: _____
Claudia Balducci, DAJD Director

CITY OF KENMORE

By: _____
Frederick Stouder, City Manager

Approved as to Form:

By: _____
King County
Prosecuting Attorney's Office

Approved as to form:

By: _____
Kenmore City Attorney

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

EXHIBIT A SCOPE OF WORK

Part 1

Work will be under the direction of, City of Lake Forest Park, Public Works Superintendent. Work will be performed along street right-of-way and parks in the City of Kenmore.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
3. All turf areas shall be edged at sidewalks, curbs, and beds on a schedule specified in the Maintenance Schedule. Edging will be done with a bladed power edger. Edging of sidewalk and curbs shall be performed so as to expose the entire top surface.

Part 3 – TREES, SHRUBS AND GROUND COVER

1. Any damage to desirable plant material as a result of Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.
2. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curb), and bed areas. Ground cover shall be trimmed to prevent encroachment into shrub and tree areas.
3. Shrubs shall be trimmed or sheared to maintained desired shape and function as needed to provide a neat, trimmed appearance..

Part 4 – HARD SURFACES

1. Sidewalks, curbs and other hard surfaces shall be left free of leaves, litter and debris at the end of each mowing or trimming activity. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown onto adjacent property or street surfaces.
2. Undesirable vegetation in sidewalks, curbs and other hard surfaces shall be removed.

Part 5 – DRAINAGE DITCHES AND CULVERTS

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

1. Identified drainage ditches shall be mowed and weedwhacked and culvert pipe ends opened. After cleaning drainage ditches all debris including grass or brush of any kind must be removed from the ditch
2. Culvert openings will be opened with hand tools only and so that the bottom of the drainage pipe is exposed.

Part 6 – **OTHER SERVICES**

1. Leaves shall be removed from all maintained areas including, turf, beds, and hard surfaces.
2. All litter, debris, and animal feces shall be removed from turf, beds, and hard surfaces.
3. All encroaching neighboring vegetation, including brush, trees, and shrubs, shall be kept away from roads, walkways and maintained areas. Vegetation shall be cut back approximately one-foot beyond the walkway edge and parallel with the plane of the walkway. A seven-foot vertical clearance must be kept along walkways for pedestrian clearance.
4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Removal of wind fallen trees are not in the contract.

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

Exhibit B
Scope of Work
Provisions of Contract

Authorization of Work

All work shall be performed by request of Scott Walker, Lake Forest Park Public Works Superintendent.

The Contractor shall keep records of the following to be included with invoices:

1. Date that work was performed.
2. Detail of work performed.
3. Location of work performed.

City Contact/Project Manager
Jennifer Gordon, Public Works Operations Manager
jgordon@kenmorewa.gov
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028
(425) 398-8900
(206) 255-2527

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900
fax (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided with a highlighted map of areas that have been swept.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

King County Community Work Program/ Kenmore

2010 AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment A.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2010 and shall extend through December 31, 2010. The crews will work, as directed by City staff, two (2) to three (3) days per week for this contract period. The Agreement may be extended by mutual consent of both parties.

3. PAYMENT

City shall pay contractor for such services a rate of \$ 602.00 per day. Total payments to CWP shall not exceed ~~*\$75,852*~~ during the contract period, based on 126 workdays, unless a negotiated amendment has been approved and signed by both parties.

- A. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice.
- C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

4. WORK CREW SELECTION

Contractor shall be responsible for the selection of crewmembers that will consist of a work crew supervisor and four (4) or more individuals sanctioned to the Community Work Program by criminal or civil courts within King County.

5. WORK CREW SCHEDULE AND CANCELLATION

Contractor will attempt to provide the City with a work crew for each business day during the term of this Agreement; Provided that Contractor maintains the right to cancel work activities due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. Days missed during the business week may be scheduled and made up on Saturday's with the agreement of the Lake Forest Park contract liaison or designee. Per section 3A of this Agreement, the City will not be responsible for payment to the Contractor for days in which work activities are not conducted.

6. SUPERVISION OF THE WORK CREW

- A. Contractor shall provide at least one (1) supervisory person who shall be present at all times during the execution of all portions of the work, who shall direct and be thoroughly responsible for the Contractor work crew and its actions while in the performance of maintenance services. Contractor will provide necessary equipment to the participants, coordinate with the designated City supervisor to determine work site, schedules, obtain necessary on-site equipment and complete maintenance log for each work site.
- B. Contractor shall be responsible to provide all training to the crew supervisor regarding the scope of work, safety procedures, CPR, first aid, and defensive driving.

7. TRANSPORTATION

Transportation to and from the City's designated work sites will be the responsibility of the Contractor.

8. EQUIPMENT

All equipment necessary to complete the agreed upon services shall be the responsibility of Contractor unless otherwise discussed and agreed to by the parties. Safety equipment will be provided by Contractor to include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of Contractor to leave City facilities in existing or better condition. Any damage to facilities or unsatisfactory operation of utilities shall be brought to the City's attention immediately by Contractor. All damages to existing facilities shall be reviewed by the City and Contractor, and those damages caused by Contractor shall be repaired or replaced at Contractor's expense.

10. SAFETY AND CLEANUP

- A. Contractor shall be responsible to maintain the work area free of debris and clutter and especially avoid causing any hazards anywhere on the property due to its operations.
- B. Upon completion of the day's work the job site as well as any space used by Contractor shall be left clean and orderly.
- C. Contractor shall be responsible for accomplishing work zone traffic control in accordance with applicable state regulations.

11. MAINTENANCE ACTIVITIES AND SCHEDULING

Contractor is to consider that City property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation of the City property shall not be affected without prior approval by the City.

12. DISPOSAL METHODS:

CWP shall select their own sites and be responsible for the disposal of debris and unsuitable materials collected under the conditions of this Agreement. In no case shall debris and unsuitable materials be disposed upon the site or any property contiguous thereto. CWP is solely responsible for any and all damages done or any regulation violated in the disposal of waste material, as well as for any other action that they perform. CWP holds the City of Lake Forest Park faultless and free from liability for any and all damages and costs incurred as a result of CWP's actions. The City of Kenmore shall reimburse CWP for any fees associated with disposal of debris collected at the designated work sites. Disposal fees will be reviewed and disagreements will be discussed and resolved by the parties.

13. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other

circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

- B. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

14. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Field Supervisor of the City of Kenmore or his/her designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

15. HOLD HARMLESS

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employee and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.

16. INSURANCE

Contractor is self insured for all liability and shall assume responsibility for liability claims made by Crew Supervisors and assigned inmates in accordance with King County procedures.

17. SUBLETTING OR ASSIGNING CONTRACT

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

18. FUTURE SUPPORT

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

19. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

20. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

21. TERMINATION

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

22. NO THIRD PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 12th day of March, 2010.

CONTRACTOR

By: [Signature]
Hikari Tamura, DAJD Director
Interim

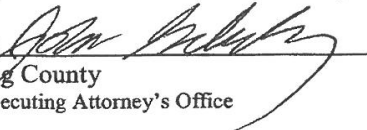
CITY OF KENMORE

By: [Signature]
Mayor
City Manager

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

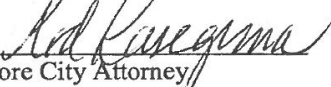
Approved as to Form:

By: 

King County

Prosecuting Attorney's Office

Approved as to form:

By: 

Kenmore City Attorney

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

EXHIBIT A

KING COUNTY, DAJD & CITY OF KENMORE

SCOPE OF WORK

Part 1

Work will be under the direction of, City of Lake Forest Park Public Works Field Supervisor. Work will be performed along street right-of-way and parks in both the City of Lake Forest Park and City of Kenmore.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
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Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

acceptable; however, accumulations of debris must be removed from the site and not blown onto adjacent property or street surfaces.

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Part 5 – DRAINAGE DITCHES AND CULVERTS

1. Identified drainage ditches shall be mowed and weedwhacked and culvert pipe ends opened. After cleaning drainage ditches all debris including grass or brush of any kind must be removed from the ditch
2. Culvert openings will be opened with hand tools only and so that the bottom of the drainage pipe is exposed.

Part 6 – OTHER SERVICES

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4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Removal of wind fallen trees are not in the contract.

EXHIBIT B:

**KING COUNTY, DAJD
&
CITY OF KENMORE**

SITE LOCATIONS

- | | |
|-------------------|---|
| 1. Bothell Way NE | South side of Bothell Way from 83 Pl NE to 5600 Blk
(Area between Bothell Way and Burke Gillman Trail) |
| 2. 61 Ave NE | Both sides of street from Bothell Way NE to NE 190 St |
| 3. Simonds Rd NE | West side of street from NE 170 St to NE 145 St |
| 4. NE 175 St | North side of street from 65 Ave NE to 61 Ave NE
(Area between NE 175 St and Burke Gillman Trail) |
| 5. 68 Ave NE | Both sides of street from SR 522 to NE 170 St |
| 6. | Other projects as they are identified and discussed |

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

Exhibit C
Scope of Work
Provisions of Contract

Authorization of Work

All work performed shall be by request of Scott Walker, Lake Forest Park Public Works Superintendent.

The Contractor shall keep records of the following to be included with invoices:

1. Date that work was performed.
2. Detail of work performed.
3. Location of work performed.

City Contact/Contract Manager
Jennifer Gordon, Public Works Operations Manager
jgordon@ci.kenmore.wa.us
7330 NE Bothell Way NE, Suite 201
PO Box 82607
Kenmore, WA 98028
(425) 398-8900 ext. 304
(206) 255-2527

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

Exhibit D
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900 ext. 304
fax (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Contractor: _____
Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided with a highlighted map of areas that have been swept.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

VE.

Motion to Authorize City Manager to Execute Contract No. 11-C936 with the King County

City of Kenmore

PROCLAMATION

WHEREAS, May 21st is the first National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

NOW THEREFORE, City Council does hereby proclaim to participate in National Kids to Parks Day. We urge residents of Kenmore to make time May 21st to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, signed this 21st day of March, 2011.

Signed _____
David Baker, Mayor

Attest _____
Lynn Suskin, City Clerk