

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607, Kenmore WA 98028 - Phone: 425-398-8900
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REVISED ON 5/9/12
City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, May 14, 2012
Kenmore City Hall, Council Chambers
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. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at least three (3) business days prior to the meeting.

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CITIZEN COMMENTS

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

VI. CONSENT AGENDA

- A. Minutes from the March 26, 2012 Regular Council Meeting and April 9, 2012 Regular Council Meeting.
- B. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.
- C. Motion to Appoint Linda Ottmar as Kenmore Special Member of the King County Landmarks Commission for a Term of June 1, 2012 through May 31, 2015 - Nancy Ousley, Assistant City Manager
- D. Authorize the City Manager to Execute Agreement Nos. 12-C1028 and 12-C1029 with PSE IntoLight for the Construction of Proposed Street Lighting as part of the 61st Avenue NE and NE 181st Street Traffic Signal Improvement Project in the Amount of \$36,024.47 - Ron Loewen, City Engineer

VII. PUBLIC HEARING

- A. Public Hearing to Receive Public Testimony on Proposed Ordinance No. 12-0340 Authorizing the Acquisition by Negotiation or Condemnation of Real Property Interests Necessary for the NE 181st Culvert Replacement Project Near the Intersection of 61st Avenue NE and NE 181st Street. The Real Property Interests Considered for Condemnation Constitute Certain Portions of Real Property Located at 18018 61st Avenue NE, Kenmore, WA 98028, Identified as King County Tax Parcel No. 1126049033.

VIII. BUSINESS AGENDA

- A. Adopt Ordinance No. 12-0340 Authorizing the Acquisition by Negotiation or Condemnation of Real Property Interests Necessary for the NE 181st Culvert Replacement Project Near the Intersection of 61st Avenue NE and NE 181st Street - Ron Loewen, City Engineer
- B. Authorize the City Manager to Award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an Amount not to Exceed \$1,150,000 - Ron Loewen, City Engineer
- C. Authorize the City Manager to Award the NE 181st Street Culvert Replacement Construction Contract for an Amount not to Exceed \$400,000 - Ron Loewen, City Engineer
- D. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley, Assistant City Manager
- E. Accept March 2012 City of Kenmore Financial Reports - Joanne Gregory, Finance Director

IX. STAFF REPORT

X. COUNCILMEMBER COMMENTS/REPORTS

XI. ADJOURNMENT

Upcoming Meetings:

May 21, 2012 7:00 p.m. Regular Council Meeting

May 28, 2012 7:00 p.m. Regular Council Meeting (TENTATIVE DUE TO LEGAL HOLIDAY)

DRAFT

City of Kenmore
City Council Special and Regular Meeting
Minutes
March 26, 2012

CALL MEETING TO ORDER - 6:30 p.m.

EXECUTIVE SESSION – Mayor David Baker adjourned the special meeting at 6:30 p.m. to an executive session Pursuant to RCW 42.30110(1)(i) – Potential Litigation. He stated that the executive session will last for approximately 30 minutes and that no action is anticipated when the meeting is reconvened back to regular session.

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

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

Councilmembers excused: Councilmember Glenn Rogers

Staff present: Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Jennifer Gordon, Public Works Operations Manager; Bryan Hampson, Director of Land Development and Permitting; Cliff Sether, Police Chief; Dawn Findlay-Reitan, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Dave Crawford led the flag salute.

AGENDA APPROVAL

Councilmember Lauri Sperry moved to add two contracts to the agenda to immediately follow the consent agenda. Mayor David Baker seconded the motion. The motion passed unanimously.

Council unanimously approved the agenda as amended.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns related to traffic and the Kenmore Park & Ride lot.

Karen Tarr, 18523 68th Ave. NE, #204, Kenmore, was present to distribute and read a resolution into the record that was adopted by the city of Portland, Oregon, related to constitutional rights and campaign contribution regulations. She requested that Council consider adopting a similar resolution.

Bob Trutenau, 18523 68th Ave. NE, #204, Kenmore, was present to support Karen Tarr's resolution.

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March 26, 2012

Patrick Calloway, 7301 NE 175th St., #116, Kenmore, was present to state his concerns relating to the Inglemoor Mobile Home Park.

Janet Hays, 6303 NE 181st St., Kenmore, was present to state concerns relating to dioxins and PCBs in the Lake. She questioned whether the passage Ordinance No. 12-0338 would limit her right to full public disclosure.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to state her concerns regarding dioxins and PCB's in the water. She requested warning signs be installed. She submitted information into the record related to the Harbor Village Marina dredging.

Javi Kristenson, 12821 82nd Ave. NE, Kirkland, was present to share his concerns related to the health of the Lake.

Dennis Mendrey, 6410 NE 182nd St., Kenmore, was present to state his concerns relating to the concrete that is being used at the LakePointe site. He reviewed and submitted a letter into the record related to dioxins and the SR 520 Bridge Replacement.

Dennis DePape, 18918 73rd Ave. NE, Kenmore, was present to state his concerns relating to the proposed Ordinance No. 12-0337. He stated that passage of the regulations would mean he cannot add a second floor to his home without having to go through a SEPA.

Penny Perry, 7301 NE 175th St., Kenmore, President of the Inglemoor Mobile Home Park Homeowner's Association, stated that the new owners are passing the Surface Water Management fees onto the residents of the mobile home park.

David Mason, 20305 60th Ave. NE, Kenmore, stated that there are trees growing in the retention pond and that on 60th Ave. NE there are buttons missing between the north and south side delineators.

John Hendrickson, 5919 NE 202nd Lane, Kenmore, was present to state his concerns relating to Kenmore Village, the settlement with Urban Partners, and that reserves are being used to balance the budget. He submitted his personal financial sheet into the record.

John Krumwide, 7301 NE 175th St., Kenmore, was present to state his concerns relating to the Inglemoor Mobile Home Park.

Mayor David Baker summarized the citizen's comments.

CONSENT AGENDA

Councilmember Laurie Sperry moved to approve the consent agenda as submitted.
Councilmember Allan Van Ness seconded the motion to Approve the Minutes of the January 17, 2012 Special Council Meeting and the February 8, 2012 Special Council Meeting; Approve Claim Nos. 25509-25574 in the Amount of \$329,702.54 for the Period Ending March 14, 2012; and Authorize the City Manager to Execute a Compromise Settlement Agreement and Release of

all Claims with Bucher, Willis & Ratcliff Corporation Resulting in a Payment to the City of \$200,000. The motion passed unanimously. Councilmember Allan Van Ness moved to approve Contract No. 12-C1024 Settlement Agreement with City of Brier. Deputy Mayor Bob Hensel seconded the motion. The motion passed unanimously.

Councilmember Allan Van Ness moved to approve Contract No. 12-C1025, a Consultant Contract with the City of Brier & Watershed Company. Deputy Mayor Bob Hensel seconded the motion. The motion passed unanimously.

PUBLIC HEARING

Public Hearing on Proposed Revisions to Kenmore Municipal Code Section 19.35.060 to Remove Certain State Environmental Policy Act (SEPA) Exemptions in Frequently Flooded Areas -

Debbie Bent, Director of Planning and Community Development, was present to provide a staff report. She, along with Senior Planner Lauri Anderson, were available to answer any questions.

Mayor David Baker opened the public hearing to receive public testimony at 7:55 p.m.

The following citizens spoke:

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state that there are no salmon in Swamp Creek. He expressed concerns related to restoration work in Swamp Creek.

Dennis DePape, 18918 73rd Ave. NE, Kenmore, to state his concerns relating to the proposed requirement that a SEPA would be required if a resident decided to build a 2nd story to their home. He stated that this requirement should not kick in unless the home is being expanded from its original footprint.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to state that she supports Dennis DePape's comments.

Hearing no further testimony, Mayor David Baker closed the public hearing at 8:05 p.m.

BUSINESS AGENDA

Consider Appointments to the Kenmore Library Advisory Board (KLAB) – Laurie Sperry reviewed that KLAB had held interviews for the vacant positions. She stated that the consensus was that since two KLAB members are going to retire soon, they are recommending that Council also appoint two alternates.

Discussion followed.

Councilmember Laurie Sperry moved to appoint: Paige Almond, young adult member; Marilyn White, regular position; Lisa Keller, regular position; William McCoy, regular position; Mathew

Martin, alternate; and Eric Martin, alternate. Mayor David Baker seconded the motion. The motion passed unanimously.

Discussion and Possible Adoption of Ordinance No. 12-0337 of the City of Kenmore, Washington, Amending Section 19.35.060 of the Kenmore Municipal Code to Revise the City's Categorical Exemptions Relating to the State Environmental Policy Act, and Fixing an Effective Date - Debbie Bent, Director of Planning and Community Development, was present to provide a staff report. She, along with Senior Planner Lauri Anderson, were available to answer any questions.

Discussion followed.

Councilmember Allan Van Ness moved to table the discussion until the next regular council meeting. Mayor David Baker seconded the motion. The motion passed unanimously.

Adopt Ordinance No. 12-0338 of the City of Kenmore, Washington, Repealing Chapter 1.10 of the Kenmore Municipal Code and Adopting a New Chapter 1.10 of the Kenmore Municipal Code to Update the City's Procedures Relating to the Disclosure of Public Records, and Fixing an Effective Date - Joanne Gregory, Finance Director, was present to provide a staff report in which she reviewed that the public records disclosure procedures have not been updated since 2006. She stated that the Washington State Legislature re-codified the statutory procedures, RCW Chapter 42.56. She stated that the adoption of Ordinance No. 12-0338 would bring KMC current with state regulations and would make the creation and maintenance of a public record index unduly burdensome for the City. She was available to answer any questions.

Councilmember Bob Hensel moved to Adopt Ordinance No. 12-0338 of the City of Kenmore, Washington, Repealing Chapter 1.10 of the Kenmore Municipal Code and Adopting a New Chapter 1.10 of the Kenmore Municipal Code to Update the City's Procedures Relating to the Disclosure of Public Records, and Fixing an Effective Date. Councilmember Allan Van Ness seconded the motion. The motion passed unanimously.

Review Ordinance No. 12-0336, of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington I Inc., and Fixing an Effective Date - Joanne Gregory, Finance Director, was present to provide a staff report in which she reviewed that state law requires that ordinances adopting franchise agreements be heard and adopted at subsequent meetings. She stated that the proposed ordinance is on the April 9th Council meeting agenda. She was available to answer any questions.

Kathy Putnam, Comcast Director of Government Affairs, was present to provide a brief overview of the proposed franchise agreement and accompanying ordinance. She was also available to answer any questions.

Discussion followed.

Discussion of a City of Kenmore Proposed Transportation Benefit District – Ron Loewen, City Engineer, was present to provide a presentation on establishing a Transportation Benefit District. He

stated that a public hearing has been scheduled for the April 16, 2012 Council meeting. He was also available to answer any questions.

Caroline Brabrook, Lochner, and Steve Lewis, Lochner, were present to answer any questions.

Discussion followed.

It was Council consensus that the consideration of establishing a TBD be moved forward to April 16th for a public hearing.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember Laurie Sperry thanked Council for their support of KLAB. She briefly discussed the Library crosswalk intersection. She reviewed that she is currently a student and discussed how her studies relate to her role as a member of the Council.

Councilmember Brent Smith stated that he would like to get the information out to the public that Comcast offers a benefit for low-income families. He requested that staff look into state regulations and report back as to whether the City should adopt their own more stringent mobile home park regulations. It was Council consensus that staff should research and report back on their findings.

Mayor David Baker stated his concerns relating to CDBG funding and noted that Section 8 is in jeopardy. He reaffirmed the importance of affordable housing.

Discussion on economic development followed.

ADJOURNMENT

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

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

DRAFT

City of Kenmore
City Council Regular Meeting
Minutes
April 9, 2012

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, Glenn Rogers, and Brent Smith

Councilmembers excused: Councilmember Allan Van Ness

Staff present: Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Jennifer Gordon, Public Works Operations Manager; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Clyde Merriwether led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to briefly discuss an article in the paper relating to Bothell's proposed new city hall.

Janet Hays, 6303 NE 181st St., Kenmore, was present to state her environmental and health concerns related to the public not being made aware of the issues related to the dioxins and PCB's in the lake water.

Elizabeth Mooney, 5934 NE 201st St., Kenmore, was present to state her environmental and health concerns related to the public not being made aware of the issues related to the dioxins and PCB's in the lake water.

Ed Ferrer, 16303 69th Ave. NE, Kenmore, was present to share his concerns relating to racial profiling.

Clyde Merriwether, 16311 69th Ave. NE, Kenmore, was present to share his concerns relating to racial profiling.

John Hendrickson, 5919 NE 202nd Lane, Kenmore, was present to submit and review the City Hall Electric and Gas Usage 2011 vs. 2009 report he created. He stated his concerns relating to his public record requests.

CONSENT AGENDA

Councilmember Milton Curtis moved to approve the consent agenda as submitted. Councilmember Glenn Rogers seconded the motion to approve Minutes from the March 19, 2012 Council Meeting; Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012; and Accept January 2012 Financial Reports for the City of Kenmore, Washington. The motion passed unanimously.

BUSINESS AGENDA

Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington 1, Inc. and Fixing an Effective Date - Nancy Ousley, Assistant City Manager, was present to provide a report in which she noted that Council reviewed the proposed ordinance at their March 26, 2012 Council meeting. She stated that Kathy Putt, Comcast Director of Franchising and Government Affairs, was also in attendance at that meeting to answer any questions. She was also available to answer any questions.

Deputy Mayor Bob Hensel moved to Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington 1, Inc. and Fixing an Effective Date. Councilmember Milton Curtis seconded the motion. The motion passed unanimously.

Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. For Banner Installation and Maintenance Services - Nancy Ousley, Assistant City Manager was present to provide a staff report. She, along with Public Works Operations Manager Jennifer Gordon, were available to answer any questions.

Discussion followed.

Councilmember Glenn Rogers moved to Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. For Banner Installation and Maintenance Services. Deputy Mayor Bob Hensel seconded the motion. The motion passed unanimously.

2011 Annual Police Crime Statistics Report - Kenmore Police Chief Cliff Sether was present to provide an overview of the 2011 Annual Police Crime Statistics Report. He was also available to answer any questions.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember Brent Smith stated that he would like to see St. Edward State Park included on the National State Parks registry. He stated that he is anxious to discuss the topic of community use of city hall. He stated that since technology was one of the Council priorities, and the Kenmore website is a reflection of our city, it needs to be more user-friendly. He reviewed that another

City of Kenmore - Regular Council Meeting Minutes
April 9, 2012

important Council priority is economic development and he would like to see it continue to move forward.

Councilmember Laurie Sperry reviewed the importance of marketing our city.

Councilmember Milton Curtis stated that Council attended a retreat in January and wanted the status of the retreat report.

Mayor David Baker stated that the retreat report will be forthcoming from Mr. Pendleton, and will be included on an upcoming agenda for Council acceptance.

Mayor David Baker reviewed that staff has received two letters of interest from applicants wanting to serve on the vacant King County Landmarks Commission. He stated that staff will review the letters and make the decision.

Nancy Ousley, Assistant City Manager, reviewed that the one available King County Landmarks Commission position is a 3-year term and will only make recommendations to the King County Landmarks Commission for properties that lie within the city.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:25 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 25718-25837 which total \$850,689.13 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.

 5/4/2012
City Manager Date

 5/4/12
Finance Director Date

Check #	Vendor Name	Description	Check Amt
25718	CITY OF KENMORE	PERS Reimbursement to City	\$ 50.00
25719	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,693.01
25720	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Plan-Payroll Deduction	1,570.00
25721	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Plan-Payroll Deduction	2,003.84
25722	DRS 457	Deferred Comp Plan-Payroll Deduction	1,737.50
25723	AFLAC	Private Medical/ Disability Plans	487.65
25724	CITY OF KENMORE FS	Flexible Spending Medical Plans	153.26
25725	BANK OF AMERICA 941	Payroll Taxes	11,585.77
25726	WA GUARANTEED EDUCATION TUITION	Washington Pre-Tax Education Plan	415.00
25727	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	9,096.13
25728	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	3,072.27
25729	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	92.00
25730	NATIONAL LIFE OF VERMONT	Life Insurance	328.34
25731	AMERICAN GENERAL	Life Insurance	493.16
25732	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
25733	AWC EMPLOYEE BENEFITS	Employee Health Insurance	35,429.02
25734	BRAVO ENVIRONMENTAL SERVICE	Jetting & CCTV Services	29,453.53
25735	BRAVO ENVIRONMENTAL SERVICE	Jetting & CCTV Services	18,037.96
25736	BUCHER, WILLIS & RATLIFF	SR522 Ph 1 Final Adjusted Payment	14,000.00
25737	H.W. LOCHNER, INC.	2/4-3/2/12 Eng. Svcs 09-C788	14,384.04
25738	HOME DEPOT CREDIT SERVICES	Sandbag materials	25.73
25739	OFFICE MAX	Office/ General Supplies	648.33
25740	OTAK	09-C777 Svcs through 3/2/12	7,443.79
25741	PEOPLES STORAGE	May Storage Rent Unit C304	177.00
25742	PUGET SOUND ENERGY	08-C693 SR522 Ph1 St 2 Construction	332,919.00
25743	KING COUNTY RECORDER'S OFFICE	Recording Fee for Bldg. Permit	65.00
25744	KONICA MINOLTA BUSINESS SOLUTIONS	1ST Qtr 2012 Copier Rental	1,818.67
25745	HDR	61st Pl Slide Repair Labor 11-C937	589.76

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

25746	BANNER BANK	JGORDON	Camera, Memory Card, Annual Dues	277.58
25747	FPOD LLC		Release LFP Plat Performance Agmt	7,500.00
25748	INDEPENDENT STATIONERS		Office/ General Supplies	478.32
25749	BANNER BANK	BH	Parking, Code Books, Certification	156.37
25750	OFFICE CLEANING CREW		April Janitorial Service	1,920.00
25751	ELWAY RESEARCH, INC.		Stormwater Survey Invoices	8,300.00
25752	KING COUNTY FINANCE		Qtr 4 2011 Alcohol Treatment Svc	1,157.06
25753	KING COUNTY TREASURY		Property Fees/ Fire/ SWM/ CD	1,024.49
25754	BANNER BANK	LD	Supplies for Egg Hunt	100.75
25755	BANNER BANK	CS	Meals/ Supplies	512.21
25756	BANNER BANK	JG	Parking	11.00
25757	INTEGRA TELECOM		City Hall Phone Svc 3/8-4/7/12	780.39
25758	FRONTIER		6700 Bldg Alarm Panel - March 2012	226.35
25759	BANNER BANK	NO	Travel Meals & Transp. & Shipping	553.97
25760	BANNER BANK	KENMORE	NLC Conf Hotel, Transp, Bag Fee	1,586.41
25761	BANNER BANK	KENMORE	NLC Conf. Hotel, Meals, Transp.	1,984.35
25762	CITY OF KENMORE		PERS Reimbursement to City	50.00
25763	NATIONWIDE FINANCIAL 401a		Social Security Replacement Plan	11,371.32
25764	NATIONWIDE RETIREMENT SOLUTIONS 457		Deferred Comp Plan-Payroll Deduction	1,570.00
25765	ICMA RETIREMENT TRUST 457 - 304745		Deferred Comp Plan-Payroll Deduction	2,548.06
25766	DRS 457		Deferred Comp Plan-Payroll Deduction	1,737.50
25767	CITY OF KENMORE FS		Flexible Spending Medical Plans	153.26
25768	BANK OF AMERICA 941		Payroll Taxes	12,262.31
25769	DEPARTMENT OF RETIREMENT SYSTEMS		WA State Retirement	9,764.66
25770	STATE OF FLORIDA DISBURSEMENT UNIT		Payroll Deduction	275.00
25771	AMERICAN PLANNING ASSOCIATION		7/1/12-6/30/13 N. Ousley - Dues	431.00
25772	BAKER, DAVID		4/25-4/27/12 Exp. Reimbursement	110.60
25773	CASCADE PEST CONTROL		April - Rhododendron Park	142.35
25774	CATHOLIC COMMUNITY SERVICES		1st Qtr 2012 #12-C987	1,443.50
25775	CENTER FOR HUMAN SERVICES		Qtr 1 2012 12-C988	7,602.25
25776	CITY OF BELLEVUE		1st Qtr Human Services & ARCH	27,737.75
25777	CITY OF BELLEVUE		eGov Membership Dues - Qtr 1	1,593.29
25778	CITY OF SHORELINE		1st Qtr 2012 Jail Van Usage	512.80
25779	CONSEJO COUNSELING & REF		Qtr 1 2012 12-C989	842.00
25780	DEPARTMENT OF ECOLOGY		NPDES Phase 2 Permit 2nd Half	5,290.82
25781	DEPARTMENT OF LICENSING		Driving Record Request	10.00
25782	ALLIED WASTE SERVICES #172		April Svc. City Hall & Rhod. Park	786.24
25783	EMERGENCY FEEDING PROGRAM		Qtr 1 2012 12-C990	601.50
25784	FERGUSON ENTERPRISES INC		202nd/61st Drainage Repair	298.43
25785	FLEX ONE/AFLAC BENEFIT SERVICES		April, 2012 Flex Plan Admin. Fee	50.00
25786	FRUHLING SAND & TOPSOIL		Park Materials & Asphalt Disposal	112.50
25787	FULL MAINTENANCE GARDENING		Apr. Landscape Maint. 6700 Bldg	373.40
25788	CALPORTLAND COMPANY		61st & 200th Drainage Material	61.63
25789	H.W. LOCHNER, INC.		March Svcs NE 145th Signal 10-C878	375.12
25790	HOPELINK		Qtr 1 2012 Family Dev. Program	13,722.25
25791	INSLEE, BEST, DOEZIE & RYDER, P.S.		Legal Svcs through 2/29/12	41,786.86
25792	INSTITUTE FOR FAMILY DEVELOPMENT		(PACT) Qtr 1 2012	2,887.00

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

25793	KENMORE HERITAGE SOCIETY	Qtr 1 2012 History Book Sales	50.00
25794	KING COUNTY FINANCE	Trash Disposal Schmitt/ Abagobez	42.53
25795	KING COUNTY FINANCE	March 2012 Community Work Prog.	4,515.00
25796	KING COUNTY FINANCE	Signs, Street Maint, Traf/ Ped	3,065.53
25797	KING COUNTY LIBRARY SYS	SR522 Ph 1 NE 181st - 09-C808	51,209.00
25798	LIGHTHOUSE CONSULTING INC	March 2012 Anti Spam/ Virus & IT	1,481.54
25799	NORTHSHORE SENIOR CENTER	Qtr 1 2012 Sr. 12-C1001 & 12-C1000	5,774.00
25800	NORTHSHORE UTILITY DIST	Vehicle Maint. & Fuel March, 2012	4,233.41
25801	OFFICE TEAM	Temporary Services Front Desk	344.96
25802	PUGET SOUND ENERGY	3/15-4/13 Log Boom Park Restroom	6,269.45
25803	CEMEX	Drainage & Roadway Materials	355.06
25804	SEATTLE TIMES	Advertising March, 2012	1,857.80
25805	TOTAL LANDSCAPE CORP	April Parks/City Hall Landscape Svc	5,002.61
25806	UNITED RENTALS NW, INC	Equip. Rental 61st & 200th Repair	178.49
25807	URBAN LAND INSTITUTE	Membership Dues 5/1/12-4/30/13	225.00
25808	WASHINGTON MUNICIPAL CLERKS ASSOC	5/1/12-4/30/13 Membership Dues	75.00
25809	WA STATE DEPT OF TRANSPORTATION	SR522 PH 2 Const. Eng. Costs	18,789.31
25810	WASHINGTON STATE OFFICE CASH MGMT	Qtr 1 2012 Building Permit Fee	184.50
25811	SEES TREES AND EXCAVATION INC	155th & 78th Tree Pruning	306.60
25812	DAY WIRELESS SYSTEMS	DC Power Cord Repair	43.80
25813	OAC SERVICES, INC	Kenmore Village Design 03/2012	290.00
25814	MAIL FINANCE	Lease 5/14-6/13/12	250.76
25815	ENVIRONMENTAL SYSTEMS RESEARCH INST	Software/ Maint. Renewal ArcGIS	2,956.50
25816	HDR	Qtr 1 2012 SR522 Proj. Mgmt 07C602	11,472.34
25817	OUSLEY, NANCY	1/4-4/18/12 Exp. Reimbursement	283.40
25818	BIS	Hosting - April - Contract #08C687	175.00
25819	PUGET SOUND BUSINESS JOURNAL	City Mgr Office Yearly Subscription	95.00
25820	ALCALDE & FAY	4/15-5/15 Govt. Affairs Consulting	5,270.33
25821	ALLIANCE OF PEOPLE W/ DISABILITIES	Qtr 1 2012	721.75
25822	SUNBELT	Drainage Repair Equipment	259.13
25823	HERO HOUSE	12-C991 Qtr 1 2012	373.00
25824	COMCAST	Internet Service 4/14-5/13/12	116.90
25825	TOWNE CENTRE HARDWARE	Public Works Supplies	21.83
25826	INTEGRA TELECOM	City Hall Phone Svc 4/8-5/7/12	757.27
25827	ORB ARCHITECTS	March 2012 Svcs. Kenmore Village	28,334.47
25828	AM TEST, INC	Swamp Creek Samples	200.00
25829	SUSSMAN/PREJZA & CO, INC	March Prof Svc Wayfinding 10-C891	254.50
25830	WASHINGTON ENERGY SERVICES	80% Refund for Cancelled Permit	28.14
25831	JACOBSON, BETTS & COMPANY	Compensation Study 2/26-4/15/1	902.40
25832	WESTERN METAL ART & SIGN	Nameplates	122.37
25833	PERTEET INC.	Prof. Svcs 2/27-4/1/12 11-C956	295.00
25834	KAMINS CONSTRUCTION	NE 145th Signal Const. 11-C973	17,827.15
25835	VAN NESS FELDMAN, P.C.	Atty Svcs through 3/31/12	3,560.15
25836	CHIEF LAW ENFORCEMENT SUPPLY	Marking Paint	50.74
25837	O'CONNOR CONSULTING GROUP	Grocery Outlet Parcel Eval 12-C1027	1,950.00
			<u>\$ 850,689.13</u>

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

2012	PRIOR VENDOR ACTIVITY	Previous YTD
	A+ CONFERENCING	\$ 123.14
	AAA FLAG & BANNER MFG. CO., INC.	8,977.33
	ACTION ENTERTAINMENT	350.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	280.50
	AFLAC	1,512.95
	ALCALDE & FAY	15,205.21
	ALLIED WASTE SERVICES #172	2,525.26
	AM TEST, INC	500.00
	AMERICAN GENERAL	1,475.52
	AMERICAN PLANNING ASSOCIATION	411.00
	AMERICAN SOCIETY OF COMPOSERS	311.52
	ASSOCIATION OF WA CITIES	14,058.00
	AT WORK	601.50
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	107,496.56
	BAKER, DAVID	956.39
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	81,769.45
	BANNER BANK BH	986.68
	BANNER BANK CS	1,073.69
	BANNER BANK DB	553.76
	BANNER BANK JG	375.00
	BANNER BANK JGORDON	842.15
	BANNER BANK KENMORE	6,620.31
	BANNER BANK LB	273.70
	BANNER BANK LD	253.56
	BANNER BANK NO	1,145.49
	BARTON, ANDREW	1,641.29
	BASTYR UNIVERSITY	50,000.00
	BENT, DEBORAH A	576.00
	BIS	525.00
	BLACKBAUD	4,956.23
	BRAVO ENVIRONMENTAL SERVICE	2,852.45
	BULGER SAFE & LOCK, INC.	546.36
	CALPORTLAND COMPANY	236.78
	CARLSON, THOMAS G.	214.29
	CASCADE PEST CONTROL	427.05
	CB RICHARD ELLIS, INC	7,750.00
	CEDARBROOK	287.55
	CEMEX	975.04
	CHANDLER, RONALD	937.47
	CITY OF BELLEVUE	7,581.02
	CITY OF KENMORE	200.00

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

CITY OF KENMORE FS	1,125.42
CITY OF LAKE FOREST PARK	200,174.25
CITY OF SHORELINE	914.77
CLYDE/WEST	1,254.02
COASTAL WEAR PRODUCTS INC	1,356.71
COASTWIDE LABORATORIES	836.44
CODE 4 PUBLIC SAFETY EDUCATION	99.00
CODE PUBLISHING COMPANY	11,282.92
COLUMBIA RIDGE LANDFILL	7,887.07
COMCAST	350.70
CONSOLIDATED PRESS	845.11
COX PRINTING & SIGNS	235.43
CROWN PRODUCTS LLC	885.88
CSAT, LLC	800.00
DAILY JOURNAL OF COMMERCE	125.80
DAY & NITE PLUMBING & HEATING	2,955.41
DAY WIRELESS SYSTEMS	163.82
DEPARTMENT OF LABOR AND INDUSTRIES	8,748.17
DEPARTMENT OF LICENSING	10.00
DEPARTMENT OF RETIREMENT SYSTEMS	65,136.90
DIGITAL REPROGRAPHICS SERVICES INC.	130.28
DRS 457	12,162.50
EFFICIENCY INC	967.98
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ESA ADOLFSON	300.00
ESPRESSO WORKS	75.00
EVERGREEN SAFETY COUNCIL	175.00
EXTREME PROMOTIONS	170.00
FAST WATER HEATER	24.21
FEDEROV, LYUBIM	3,544.45
FERGUSON ENTERPRISES INC	1,615.47
FINANCIAL CONSULTANTS INT'L INC	76.02
FIRE PROTECTION, INC	959.22
FLEX ONE/AFLAC BENEFIT SERVICES	150.00
FPOD LLC	7,500.00
FRONTIER	2,671.29
FRUHLING SAND & TOPSOIL	323.00
FULL MAINTENANCE GARDENING	1,120.20
GALLS, LLC	26.25
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	11,225.71
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAY & OSBORNE, INC	27,593.79
GREENWOOD HEATING & AC	39.45
H.W. LOCHNER, INC.	77,921.55

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

HDR	2,293.31
HOME DEPOT CREDIT SERVICES	65.26
ICMA RETIREMENT TRUST 457 - 304745	14,026.88
INDEPENDENT STATIONERS	883.75
INGALLINAS BOX LUNCH	159.76
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INSLEE, BEST, DOEZIE & RYDER, P.S.	29,541.96
INTEGRA TELECOM	1,473.35
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,015.97
INTERNATIONAL INST OF MUNI CLERKS	175.00
IWORQ SYSTEMS	1,000.00
J TAYLOR CONSULTING, LLC	1,219.35
JACOBSON, BETTS & COMPANY	3,008.00
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	408.43
JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	114,738.13
KELLY PRINTING & GRAPHICS	724.35
KESSELRING'S	343.47
KING COUNTY W.L.R.D.	52,836.02
KING COUNTY ANIMAL SVCS	1,045.00
KING COUNTY FINANCE	15,850.60
KING COUNTY FINANCE/ GIS	2,313.21
KING COUNTY LIBRARY SYS	169,633.00
KING COUNTY OFFICE OF FINANCE	3,053.05
KING COUNTY RADIO COMM SERVICES	246.58
KING COUNTY RECORDER'S OFFICE	331.00
KING COUNTY SHERIFF	7,263.84
KING COUNTY TREASURY	41,546.98
LAWRENCE, HENRY	752.54
LIGHTHOUSE CONSULTING INC	6,123.79
MAIL FINANCE	752.28
McKEE & SCHALKA	4,000.00
MILLER STEPHENS, MARY	2,500.00
MILNE ELECTRIC, INC	210.00
MINZGHOR, NICHOLAS	1,214.22
MR. T'S TROPHIES	117.72
MR. T'S TROPHIES	122.66
NAMI EASTSIDE	385.00
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL IMPRINT CORPORATION	427.87
NATIONAL LEAGUE OF CITIES	2,674.00
NATIONAL LIFE OF VERMONT	985.02
NATIONWIDE FINANCIAL 401a	76,129.26
NATIONWIDE RETIREMENT SOLUTIONS 457	10,990.00

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

NEXTEL COMMUNICATIONS	2,701.57
NORTH COAST ELECTRIC	13.83
NORTHSHORE FIRE DEPT	1,420.00
NORTHSHORE SCHOOL DISTRICT	333.53
NORTHSHORE UTILITY DIST	18,533.96
NORTHSHORE YMCA	1,707.00
NORTHSHORE YOUTH & FAMILY SERVICES	7,217.25
NRC ENVIRONMENTAL SERVICES, INC.	2,059.86
OAC SERVICES, INC	2,066.25
OFFICE CLEANING CREW	2,880.00
OFFICE MAX	1,775.01
OFFICE TEAM	97.30
OLYMPIC ENVIRONMENTAL RESOURCES INC	910.00
OM WORKSPACE	858.47
ORB ARCHITECTS	47,203.48
OTAK	17,249.23
PACIFIC TOPSOILS	1,001.93
PANEFULLY CLEAN LLC	2,285.00
PASSPORT TRAVEL AND TOURS	9,363.41
PAWS	800.00
PENDLETON CONSULTING LLC	6,199.73
PEOPLES STORAGE	531.00
PERKINS COIE	109.00
PERTEET INC.	8,701.63
PETTY CASH CUSTODIAN	415.27
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	301.89
PLYWOOD SUPPLY INC	496.40
PRIME PACIFIC BANK	60.00
PROTECTION TECHNOLOGIES, INC	720.92
PROTHMAN COMPANY	12,124.84
PRUDENTIAL	373.13
PSR MECHANICAL	752.27
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	52,253.10
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS	2,044.53
RCS VALUATION CORP	750.00
ROGERS, GLENN	1,941.91
ROLLABELS	37.15
SARAH ROBERTS	30,300.00
SEATTLE TIMES	405.92
SEES TREES AND EXCAVATION INC	7,781.09
SESAC	15.00
SHRED-IT	198.00
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	77,671.98

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

SOUND LAW CENTER	847.00
SOUND PUBLISHING, INC.	1,467.45
STAPLES ADVANTAGE	245.30
STATE OF FLORIDA DISBURSEMENT UNIT	1,925.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	9,600.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,632.64
SUSSMAN/PREJZA & CO, INC	2,173.80
THE FRAUSE GROUP, INC.	787.00
THE KIPLINGER TAX LETTER	99.00
TIMEMARK INCORPORATED	98.30
TOTAL LANDSCAPE CORP	18,270.93
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	264.63
TRANE U.S. INC.	5,021.99
UNITED WAY OF KING COUNTY	376.00
UNITY ELECTRIC	509.18
UNIVERSAL FIELD SERVICES	3,311.03
VAN NESS FELDMAN, P.C.	5,579.20
VAN NESS, ALLAN	1,024.34
VERIZON SELECT SERVICES INC.	724.86
WA ASSOC OF CODE ENFORCEMENT	25.00
WA CITIES INSURANCE AUTHORITY	148,649.00
WA FINANCE OFFICERS ASSOCIATION	200.00
WA GUARANTEED EDUCATION TUITION	1,245.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	500.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	10,032.02
WASHINGTON STATE DEPT OF INFO SERV	175.00
WASHINGTON STATE DEPT OF REVENUE	174.13
WELLS FARGO FINANCIAL	3,213.72
WESTERN METAL ART & SIGN	187.85
WETLANDS & WOODLANDS INC	1,238.72
WONDERLAND DEVELOPMENT	2,766.50
ZONAR SYSTEMS	525.33
	<u>1,991,748.76</u>

VIB. Approval of Claim Nos. 25718 – 25837 in a Total Amount of \$850,689.13 for the Period Ending May 4, 2012.

AGENDA BILL SUMMARY

I:\ACM\ACM NKO\Agenda Bill Drafts\AB 14 May 2012 Landmarks Commission Appt.doc

**KENMORE CITY COUNCIL INVITING LETTERS OF INTEREST FOR APPOINTMENT
OF
KENMORE SPECIAL MEMBER TO KING COUNTY LANDMARKS COMMISSION**

The City of Kenmore and King County have a long standing (1998) agreement in place that provides for identification, designation and protection of significant historic properties in collaboration with King County's Historic Preservation Program and the King County Landmarks Commission. Properties that are designated as City of Kenmore landmarks are listed in the City's Register of Historic Properties.

The King County Landmarks Commission, with the addition of a Special Member appointed by the City Council, reviews and acts on landmark nominations on behalf of the City. The Special Member sits as a regular member of the Commission for all business conducted in Kenmore.

Special Members (city commissioners) are responsible for:

- reviewing and deciding nominations for landmark designation;
- reviewing and deciding certificates of appropriateness for alterations to or demolition of landmark properties; and
- attending special training workshops

The Kenmore City Council is seeking Letters of Interest from persons interested in serving as a Kenmore Special Member of the King County Landmarks Commission. By City of Kenmore Ordinance 98-0008, the Special Member serves for a three year term, and is appointed based on a demonstrated interest and competence in historic preservation. The Special Member serves without compensation with the exception of out of pocket expenses incurred in connection with commission meetings or programs, which will be reimbursed by the City of Kenmore.

If you are interested in being considered for this appointment, please submit a brief (2 pages maximum) Letter of Interest with the following information:

- Length of residency and/or property ownership in Kenmore
- Interest and experience in historic preservation, heritage education, architecture, or related fields. Please indicate if you are familiar with quasi-judicial proceedings.
- Occupational and educational background

- Involvement with community organizations
- Why you are interested in this appointment

Please send your Letter of Interest to:

Lynn Suskin, City Clerk

City of Kenmore, WA

PO Box 82607

Kenmore, WA 98028

You may also submit the Letter of Interest via email to Lsuskin@kenmorewa.gov

Letters of Interest should be received by the City Clerk by **Monday, February 27, 2012.**

City of Kenmore

Letter of Interest

Re: Kenmore Special Member to King County Landmarks Commission

From: Linda Ottmar

Education: BA, University of Washington, 1962

Occupation: Retired Elementary Teacher

As a 40 year resident of the City of Kenmore, I am interested in the position of Kenmore Special Member to the King County Landmarks Commission.

Starting in 1962 when I began teaching at Kenmore Elementary School, I have always been interested in the early history of Kenmore and the north end of Lake Washington. I taught fifth and sixth grade in the Northshore School district for 25 years, first at Kenmore and then later at Moorlands Elementary. My involvement continues with the Northshore School District as I still am an active substitute teacher.

In 1971 I built a home in Uplake neighborhood and have been the secretary and a board member of the Uplake Neighborhood Association for the past 10 years. In addition, I write the quarterly newsletter for the Uplake area.

When Pricilla Droge was assembling the material for her book, Kenmore By the Lake, I assisted her in reading her drafts and helped write the section on local schools. I also have done research at the Shoreline Museum, where I am a member, looking for old photographs and information to include on the Uplake website. In addition, I am also a member of the Kenmore Heritage Society.

Doing volunteer work is an interest of mine. I currently volunteer at a local school and have spent 11 years as a CASA (Court Appointed Special Advocate) for Snohomish County Juvenile Court. As a result of the latter I am very familiar with formal judicial proceedings having testified in court many times.

Thank you for the opportunity to apply for this position.

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CAM/lbh/clr
06/11/98

ORDINANCE NO. 98-0008

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE PROTECTION AND PRESERVATION OF LANDMARKS IN THE CITY OF KENMORE, ESTABLISHING PROCEDURES FOR DESIGNATION AND PRESERVATION OF LANDMARKS; REDESIGNATING ALL COUNTY LANDMARKS WITHIN THE CITY AS CITY LANDMARKS SUBJECT TO THIS ORDINANCE; DESCRIBING THE PROCEDURE FOR THE APPOINTMENT OF A SPECIAL MEMBER REPRESENTING THE CITY ON THE KING COUNTY LANDMARKS AND HERITAGE COMMISSION; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; ADOPTING KING COUNTY CODE SECTIONS 20.62.020, 20.62.040, 20.62.050, 20.62.070, 20.62.080, 20.62.100, 20.62.110, 20.62.130, 20.62.140 AND 20.62.150 BY REFERENCE.

WHEREAS, the Kenmore City Council believes that the interests of the public require the continuation of a historic preservation program for landmarks within the City limits;
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES
ORDAIN AS FOLLOWS:

Section 1. Findings and Purpose. The City Council finds that:

A. The protection, enhancement, perpetuation and use of buildings, sites, districts, structures and objects of historical, cultural, architectural, engineering, geographic, ethnic and archaeological significance located in Kenmore is necessary in the interest of the prosperity, civic pride and general welfare of the people of Kenmore.

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B. Such cultural and historic resources are a significant part of the heritage, education and economic base of Kenmore, and the economic, cultural and aesthetic well-being of Kenmore cannot be maintained or enhanced by disregarding its heritage and by allowing the unnecessary destruction or defacement of such resources.

C. Present preservation programs and activities are inadequate for insuring present and future generations of Kenmore residents and visitors a genuine opportunity to appreciate and enjoy our heritage.

D. The purposes of this chapter are to:

1. Designate, preserve, protect, enhance, and perpetuate those sites, buildings, districts, structures and objects which reflect a significant element of the cultural, aesthetic, social, economic, political, architectural, ~~ethnic, archaeological, engineering, historic~~ and other heritage of Kenmore, the county, state and nation;
2. Foster civic pride in the beauty and accomplishments of the past;
3. Stabilize and improve the economic values and vitality of landmarks;
4. Protect and enhance Kenmore's tourist industry by promoting heritage-related tourism;
5. Promote the continued use, exhibition and interpretation of significant sites, districts, buildings, structures, and objects for the education, inspiration and welfare of the people of Kenmore;
6. Promote and continue incentives for ownership and utilization of landmarks;

7. Assist, encourage and provide incentives to public and private owners for preservation, restoration, rehabilitation and use of landmark buildings, sites, districts, structures and objects;

8. Work cooperatively with other jurisdictions to identify, evaluate and protect historic resources in furtherance of the purposes of this chapter.

Section 2. Landmarks and Heritage Commission Created -- Membership and Organization.

A. The King County Landmarks and Heritage Commission established pursuant to King County Code, Chapter 20.62 is hereby designated and empowered to act as the Landmarks Commission for Kenmore, pursuant to the provisions of this ordinance.

B. The Special Member of the King County Landmarks and Heritage Commission provided for in Section 20.60.030 of the King County Code shall be appointed for a three-year term by the Mayor, subject to confirmation of the City Council. Such Special Member shall be appointed based on a demonstrated interest and competence in historic preservation. The Special Member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the manner set forth in this section, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but may not serve more than two consecutive three year terms. The Special Member shall be deemed to have served one full term if he/she resigns at any time after his/her appointment, or if the Special Member serves more than two years of an unexpired term. The Special Members of the Commission shall serve

without compensation except for out-of-pocket expenses incurred in connection with commission meetings or programs, which expenses shall be reimbursed by the City of Kenmore.

C. The Commission shall not conduct any public hearings required under this ordinance with respect to properties located within the City of Kenmore until the Commission's rules, regulations and procedures, consistent with this ordinance, have been filed with the City Clerk.

Section 3. Adoption by Reference of Portions of King County Code. The following sections of the King County Code (KCC) are hereby adopted by reference as if fully set forth herein, together with the following amendments:

A. **KCC § 20.62.020 -- Definitions.** This Section shall be adopted in its entirety with the following amendments:

F. "Council" is the ~~King County~~ Kenmore City Council.

* * *

I. "Director" ~~or is the director of the King County Department of Development and Environmental Services~~
"Manager" is the person or officer who approves building permits for the City, or his or her designee.

* * *

B. **KCC § 20.62.040 -- Designation Criteria.** All references to "King County" are eliminated and replaced with "City of Kenmore."

C. **KCC § 20.62.050 -- Nomination Procedure.**

D. **KCC § 20.62.070 -- Designation Procedure.** All references to "King County" are eliminated and replaced with "City of Kenmore."

E. **KCC § 20.62.080 -- Certificate of Appropriateness Procedure.** The last sentence in subsection (A) is deleted.

F. **KCC § 20.62.100 -- Evaluation of Economic Impact.**

G. **KCC § 20.62.110 -- Appeal Procedure.**

H. **KCC § 20.62.130 -- Penalty for Violation of KCC § 20.62.080.**

I. **KCC § 20.62.140 -- Special Valuation for Historic Properties.**

J. **KCC § 20.62.150 -- Historic Resources.** The last sentence in subsection (B)(4) is deleted. Subsection (C) is deleted.

Section 4. Redesignation of Existing Landmarks. All County landmarks designated pursuant to the provisions of chapter 20.62 of the King County Code located within the Kenmore city limits shall be subject to the provisions of this ordinance.

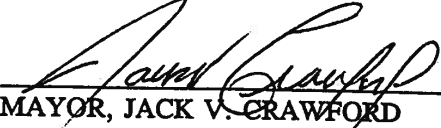
Section 5. Copies of Codes Adopted by Reference Filed with City Clerk. Pursuant to RCW 35A.13.180 and 35A.12.140, one copy of all of the King County Codes adopted by reference in this ordinance are on file for review by the public in the office of the City Clerk.

Section 6. 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.

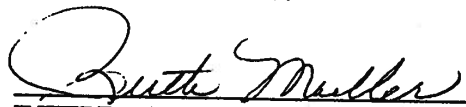
Section 7. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

PASSED by the City Council of the City of Kenmore this 15th day of June, 1998.

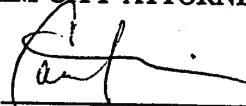
APPROVED:


MAYOR, JACK V. CRAWFORD

ATTEST/AUTHENTICATED:

By: 
INTERIM CITY CLERK, RUTH MULLER

APPROVED AS TO FORM:
INTERIM CITY ATTORNEY

By: 
CAROL A. MORRIS

FILED WITH THE INTERIM CITY CLERK: 6/11/98
PASSED BY THE CITY COUNCIL: 6/15/98
PUBLISHED: 6/22/98
EFFECTIVE DATE: 6/27/98
ORDINANCE NO. 98-0008

SUMMARY OF ORDINANCE NO. 98-0008

of the City of Kenmore, Washington

On the 15th day of June, 1998, the City Council of the City of Kenmore, passed Ordinance No. 98-0008. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE PROTECTION AND PRESERVATION OF LANDMARKS IN THE CITY OF KENMORE, ESTABLISHING PROCEDURES FOR DESIGNATION AND PRESERVATION OF LANDMARKS; REDESIGNATING ALL COUNTY LANDMARKS WITHIN THE CITY AS CITY LANDMARKS SUBJECT TO THIS ORDINANCE; DESCRIBING THE PROCEDURE FOR THE APPOINTMENT OF A SPECIAL MEMBER REPRESENTING THE CITY ON THE KING COUNTY LANDMARKS AND HERITAGE COMMISSION; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; ADOPTING KING COUNTY CODE SECTIONS 20.62.020, 20.62.040, 20.62.050, 20.62.070, 20.62.080, 20.62.100, 20.62.110, 20.62.130, 20.62.140 AND 20.62.150 BY REFERENCE.

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

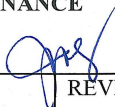
DATED this 15th day of June, 1998.



INTERIM CITY CLERK, RUTH MULLER

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to Execute Agreements No. 12-C1028 and 12-C1029 with PSE IntoLight for the construction of proposed Street Lighting as part of the 61 st Avenue NE and NE 181 st Street Traffic Signal Improvement Project in the Amount of \$36,024.47.			May 14, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	(425) 398-8900
COST OF PROPOSAL: Preparation of Agenda Bill and Agreement: Staff Time 4 hours Agreement Estimated Costs: Schedule 52: \$35,091.88 Schedule 53: <u>\$932.59</u> \$36,024.47		ACCOUNT NUMBER: 09 00 7097	
AMOUNT BUDGETED: 2011-2012 Budgeted Amount: \$1,976,200 Budget Balance as of 3/31: \$1,792,444 These budgeted funds included an illumination system for 61 st Avenue NE.		NAME AND FUND #: Arterial Street Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • PSE IntoLight Street Light Schedule 52 Authorization Letter (12-C1028) with Attachment • PSE IntoLight Street Light Schedule 53 Authorization Letter (12-C1029)			
SUMMARY STATEMENT: The proposed agreements between the City and PSE IntoLight will provide for the construction of street lighting as part of the traffic signal project. PSE IntoLight's estimated cost to furnish and install three (3) luminaire poles (Schedule 52) and one (1) luminaire arm on the new wooden pole (Schedule 53) is \$36,024.47. PSE IntoLight's estimated construction costs do not include the cost of trenching, furnishing and installing conduit, trench restoration, and surveying. These costs will be covered in the contractor's bid proposal under the bid item "Illumination System." The above figures are estimates and the City will be responsible for paying the actual construction costs for the work as determined at a later date.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008 - Agenda title: Consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right of way Acquisition for SR 522 Phase I Stage 2. City Council action on July 26, 2010 authorizing the design and right of way acquisition for the 61 st Avenue NE and NE 181 st Street signal. City Council action on September 27, 2010 selecting an alternative authorizing the design and right of way acquisition for the 61 st Avenue and NE 181 st signal project. City Council action on June 27, 2011 modifying the project scope of work to include			

VID. Authorize the City Manager to Execute Agreement Nos. 12-C1028 and 12-C1029 with PSE IntoLight for the Construction of Proposed Street Lighting as part of the 61st Avenue NE and NE

undergrounding of aerial facilities.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize the City Manager to Execute Agreements No. 12-C1028 and 12-C1029 with PSE IntoLight for the construction of proposed Street Lighting as part of the 61st Avenue NE and NE 181st Street Traffic Signal Improvement Project in the Amount of \$36,024.47.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: April 24, 2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\May 14, 2012 PSE Intolight Agreements-\$36,024\2012-04-05-AB for Schedule 52-53 Street Lighting Agreements.doc

VID. Authorize the City Manager to Execute Agreement Nos. 12-C1028 and 12-C1029 with PSE IntoLight for the Construction of Proposed Street Lighting as part of the 61st Avenue NE and NE

City of Kenmore Contract No. 12-C1028

STREET LIGHT AUTHORIZATION LETTER

April 25, 2012

City of Kenmore
PO Box 82607
Kenmore, WA 98028

Project Name: **Kenmore – 61st Ave NE & NE 181st Street Traffic Signal Project #0159**
Project Location: 61st Ave NE & NE 181st Street, Kenmore, WA

Thank you for your request for a street/area lighting service at the above location. Your cost for this installation is **\$35,091.88** based on the description in the "Custom Street Lighting Order" (attached). This estimate is valid for 90 days. **If trenching design changes per city request, the circuitry costs may need to be revised.**

After reviewing the enclosed "Street Light Authorization Letter" and "Custom Street Lighting Order" please sign and return. Return one copy in the enclosed self-addressed envelope, and retain the other copy for your files.

The following contingencies must be completed by customer/city before construction of the system:

1. In the area where we/PSE are placing our cables and equipment, it is necessary that area be within four (4) inches of final grade. If not, you/the customer may be required to pay the cost of relocating or reburying our facilities.
2. The customer/city will be responsible for marking all privately-owned facilities (septic systems, waterlines, landscape or service wire, etc.). If such facilities are not marked and are subsequently damaged by the installation crew, the customer will be responsible for repairing damages. Sign here if private facilities are not marked _____.
3. Provide right-of-way and/or easements required from you or adjacent property owners.
4. Provide trenching, conduit and back filling of trench (see PSE "Joint Utility Mainline Trench and Street Light Installation" standards).

Other Items:

5. If trenching design changes per city request, the circuitry costs may need to be revised.
6. PSE responsible for any damages to curb, gutter and sidewalk improvements.
7. Mild restoration is included.
8. Streetlight design might not meet IES minimum recommended lighting levels. Design locations submitted by LOCHNER.
9. Customer/city responsible for street light design and pole locations.
10. Customer/city must reimburse PSE for any unforeseen permit or inspection fees required by the governing jurisdiction.
11. If unforeseen soil conditions result in added costs, PSE will notify city immediately. The city will reimburse PSE for additional costs.
12. Customer/city will provide 14 days notice to PSE project manager to schedule street light base/foundation installation. Installation by PSE contract crew will occur as close to request date as possible. PSE PM will schedule streetlight installation with city contractor. **Construction contact: Rawley Robins 206-604-3451.**
13. If site is not ready on agreed schedule install date(s), customer will be responsible for crew remobilization costs. PSE will provide construction date at least 14 days in advance.

By signing this letter and returning it you are stating that you will comply with these requirements and authorize us to do the work. When the contingencies have been met, poles and fixtures will be ordered and project will be released to construction for scheduling. If you have any questions, please call me at 425-456-2701.

Sincerely,

Sheri L. Clarke, Account Manager INTOLIGHT

The above contingencies are accepted and authorization is given:

By: _____ Date: _____

Print Name: _____ Title: _____

**City of Kenmore Contract No. 12-C1028
Attachment #1**

Lighting Services from Puget Sound Energy

PROJECT NAME: **Kenmore – 61st Ave NE & NE 181st Street Traffic Signal Project #0159**
Order #: **105066814**
LOCATION: 61st Ave NE & NE 181st Street, Kenmore, WA

CUSTOM STREET LIGHTING ORDER

This order dated **April 25, 2012** to PUGET SOUND ENERGY, Inc. (PSE) from **City of Kenmore**, covers the maintenance and energy charges for the custom lighting. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 52, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are described below.

The installation charge of the listed lighting units was estimated to be **\$35,091.88**. Value of the system used to determine the monthly facilities charge is the estimated cost less applicable taxes.

Description:

(3) **SPECIAL ORDER** 250W HPS Lithonia Aeris, medium bronze, luminaires and decorative curved adapter arms, 250W HPS AS2 250S SR3 240 DCAS2 DF DDB LPI SY"
(3) **SPECIAL ORDER** 35' Mounting height Lithonia poles, medium bronze, "DS330 6"x6"x35' SSS-S/B-GV-FP-LAB"
(3) Poured concrete bases in customer installed streetlight tubes
(1) 17"x22" Composite handhole and secondary connectors
(3) 12"x17" fiberglass handholes and secondary connectors
400' Underground wire
Grout for streetlight in sidewalk
Labor to install all above materials.

NOTES:

Customer to do trenching, supply conduit and stub ups, backfill. Install (1) composite handhole provided be PSE.

PSE to supply and install wire, provide and install the (3) fiberglass handholes, dig pole holes, install streetlight tubes, install the pole bases and supply and install streetlights,

The basis of the monthly facilities charge under Rate Schedule 52, is as follows:

☒ Monthly facilities charge is equal to 0.263 % x value of the system.
 $0.00263 \times \$20,409.17 = \53.68

The basis of the monthly energy and facilities charges under Rate Schedule 52 are as follows:
(rates effective March 1, 2012).

CUSTOM STREET LIGHTING ORDER (Continued)

PROJECT NAME: **Kenmore – 61st Ave NE & NE 181st Street Traffic Signal Project #0159**

Monthly facilities charge	\$ 53.68
Monthly energy charge	<u>\$ 30.96</u>
Total monthly charge:	\$ 84.64

Total monthly average charge per streetlight: \$ 28.21

The monthly energy and maintenance billing party will be:

City of Kenmore, Account # _____

Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 52.

Customer: **City of Kenmore**

By: _____

Date: _____

Print Name

Title: _____

Company: Puget Sound Energy

By: _____

Date: _____

Title: **Account Manager**

City of Kenmore Contract No. 12-C1029

STREET LIGHT
SCHEDULE 53 AUTHORIZATION LETTER

April 25, 2012

City of Kenmore
PO Box 82607
Kenmore, WA 98028

Project Name: **Kenmore – 61st Ave NE & NE 181st Street Traffic Signal Prject #0159**
Project Location: 61st Ave NE & NE 181st Street, Kenmore, WA
INTOLIGHT order no: 105066814

Thank you for your street lighting request to service the above location. With your authorization, we will install a street light. There is a cost of **\$932.59** for this installation based on the description below.

Payment for this installation will become due upon completion. This estimate is valid for 90 days.

Description:

(1) 250W HPS, **multi-volt**, flat-lens, cobrahead luminaire on an 8' bracket arm, located on new wood PSE pole at 35' mounting height.
80' #2 AL TPX wire from existing pole.

Monthly energy/maintenance charge of **\$19.04**, as per Schedule 53 of our Electric Tariff G, will start when lights are energized. The responsible billing party will be:

City of Kenmore, Account # _____

By signing this letter and returning it, you are stating that you authorize us to do the work and this order will be released to construction for scheduling. If you have any questions, please call me at 425-456-2701.

Sincerely,

Sheri L. Clarke
Account Manager Lighting Services

Cost of installation is approved and authorization is given:

By: _____ Date _____

Print Name: _____ Title _____

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Adopt Ordinance No 12-0340 authorizing by condemnation or negotiation of real property interests necessary for the NE 181 st Street Culvert Replacement Project.			May 14, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Right of Way Activities</u> <u>Staff Cost:</u> Preparing agenda bill: 4 hours Administering right of way acquisition: 40 hours <u>Contract Services:</u> Design/Legal Description: \$ 3,100 Appraisals: \$ 1,500 Negotiations: \$ 5,000 <u>Compensation:</u> \$ 4,650 Total \$ 14,250		ACCOUNT NUMBER: 41 00 7106	
AMOUNT BUDGETED: Right of Way Budget: \$30,000 2011-2012 Budgeted Amount: \$350,000 <u>Total Project Budget Status:</u> Project CIP Budget \$1,156,613 Expended 11/2009 through 4/2012 \$290,956 Obligated ¹ Budget as of 4/2012 \$14,000 Estimated Remaining Expenditures ² \$ 518,240 (Over)/Under Budget ³ \$ 333,417 ¹ Expenditures that are committed through signed agreements. ² Remaining expenditures in addition to the obligated amount. ³ Amount over or under budget prior to proposed action.		NAME AND FUND #: Surface Water Management Fund No. 41 SW6 NE 181 st Culvert	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Notice of Planned Final Action published in Seattle Times • Notification Letter to Property Owner and their Representative • Ordinance No 12-0340			

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SUMMARY STATEMENT:

The City has initiated right of way activities on the NE 181st Street Culvert Replacement project. The appraisal has been completed and the formal offer letter has been submitted to the property owner. The property owner has been contacted multiple times and negotiations are ongoing. In order to move forward with the box culvert project, the City must proceed with condemnation on the property. The condemnation ordinance, see Exhibit A, authorizes the City Manager to pursue condemnation now that negotiations have reached an impasse.

A public hearing has been scheduled to hear public testimony prior to considering the adoption of the ordinance. Notice has been provided on the City's web site, in the official paper and certified letter sent to the affected property owner.

DISCUSSION:

The NE 181st Street Culvert Replacement project will be acquiring a permanent drainage easement and temporary construction easement from 1 parcel at an estimated cost of \$4,650. Parcel acquisitions areas and locations were based on the design drawings. The appraisal has been completed for the acquisition of a 462 square foot permanent drainage easement and a 613 square foot temporary construction easement. The right of way process for this project has been:

- Preparation of an easement exhibit based on design plans.
- Preparation of an appraisal based on market research.
- An independent review appraiser reviewed the appraisal and agreed to the value.
- The offer to the property owner was made in person. All offers are explained in detail including the legal instruments that need to be signed. The initial offer was followed by several additional contacts to resolve issues and answer questions. We have made every reasonable effort to negotiate settlement of the acquisition.
- Upon settlement, the City will reimburse property owner's expenses for evaluating offers, up to \$750 upon submission of a bill or paid receipt.
- During negotiations, we asked for voluntary possession and use of property to be acquired for the project. This would have allowed the City to construct the project while we continue to discuss the value of the real property rights needed. The property owner declined to approve the possession and use.
- If the Council authorizes condemnation we will:

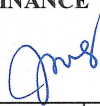
File a condemnation action in King County Superior Court;

Prior to trial we will once again request a possession and use agreement. The condemnation process will be in two parts, first a court hearing of "Use and Necessity" and secondly a court trial to determine the value of the property acquisition;

Once the court case is resolved or if the property owner signs the agreements, closing and escrow will proceed and the City will deposit a check for the agreed upon amount.

During the negotiations we have made every reasonable effort to reach agreement on acquisition. We are recommending the City Council authorize the City manager to file a condemnation action now that acquisition negotiations have reached an impasse. Authorizing condemnation demonstrates the City's intent

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to acquire land and proceed with the project. As part of the legal requirements the property owner was sent a letter advising them of the City Council's consideration of the condemnation ordinance. This letter was sent two weeks prior to the hearing date certified mail. Additionally the property owner or their representative was verbally advised of the condemnation process and the hearing. With respect to the overall project, the City issued a SEPA determination of non-significance (DNS) on March 31, 2011. RECOMMENDATION: City staff recommends the adoption of Ordinance 12-0340 authorizing the acquisition by negotiation or condemnation of real property interests needed for the NE 181st Street Culvert Replacement project.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Consistent with the 2011-2012 Biennium Budget and adopted 2008 Surface Water Management Plan.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Adopt Ordinance No 12-0340 authorizing by condemnation or negotiation of real property interests necessary for the NE 181st Street Culvert Replacement Project.		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: April 25, 2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0133 NE 181st Street Culvert Replacement\City Council\May 14, 2012 Condemnation Ordinance\Agenda Bill - Condemnation Ord..doc

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INSLEE BEST
INSLEE, BEST, DOEZIE & RYDER, PS

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Andrew L. Symons
Gregory L. Ursich
Katherine F. Weber
Brett N. Wiese

*Also Admitted in Alaska

April 20, 2012

**VIA REGULAR MAIL;
AND CERTIFIED MAIL**

Kenneth H. Davidson
Davidson, Czeisler & Kilpatrick, P.S.
520 Kirkland Way, Suite 400
P.O. Box 817
Kirkland, WA 98083-0817

The Alta Maxine Melvin Revocable Trust
c/o Barbara Premo
18018 61st Avenue NE
Kenmore, WA 98028

The Alta Maxine Melvin Revocable Trust
c/o Barbara Premo
P.O. Box 2072
Renton, WA 98056

**Re: Notice of Planned Final Action: Proposed Ordinance Authorizing
Commencement of Proceedings to Condemn Certain Property Located at
18018 61st Avenue N.E., Kenmore, WA 98028, Tax Parcel No. 112604-
9033**

**Date, Time and Location of Meeting to Consider Proposed Condemnation
Ordinance: Monday, May 14, 2012 at 7:00 p.m. at City Council
Chambers, Kenmore City Hall, 18120 68th Avenue N.E., Kenmore, WA
98028**

428765.1 | 359830 | 0069

Symetra Financial Center, Suite 1900
777 - 108th Avenue Northeast

P.O. Box 90016
Bellevue, WA 98009-9016

Tel + 425.455.1234
Fax + 425.635.7720

www.insleebest.com



April 20, 2012
Page 2

Dear Mr. Davidson and Ms. Premo:

This letter is intended to notify you that on Monday, May 14, 2012 at 7:00 p.m., or as soon thereafter as the matter may be heard, at a regular public meeting of the Kenmore City Council at City Council Chambers, Kenmore City Hall, 18120 68th Avenue, N.E., Kenmore, Washington 98028, the City Council will consider the adoption of an ordinance authorizing the commencement of legal proceedings to acquire by condemnation a permanent easement and a temporary construction easement on certain real property to allow for the construction of the NE 181st Street Culvert Replacement Project.

The real property to be considered for condemnation is situated near the intersection of 61st Avenue NE and NE 181st Street, and its address is 18018 61st Avenue N.E., Kenmore, WA 98028. The property interests (permanent easement and temporary construction easement) considered for condemnation constitute portions of King County Tax Parcel No. 1126049033.

Notice is further given that all persons interested may appear at such time and place and be heard regarding a proposed condemnation ordinance. Agenda items are subject to change up to and including the time of the meetings; items may be added or dropped. Please call the City Clerk (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 accommodations, please call the City Clerk at least three (3) days prior to the meeting.

Very truly yours,

Dawn F. Reitan
City Attorney's Office

cc: Ron Loewen, Public Works Director
Rod Kaseguma, City Attorney

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NOTICE OF PLANNED FINAL ACTION

NOTICE IS HEREBY GIVEN that the Kenmore City Council will, at its regular public meeting on Monday, May 14, 2012 at 7:00 p.m., or as soon thereafter as the matter may be heard, consider adoption of an ordinance authorizing the commencement of legal proceedings to acquire by condemnation a permanent easement and a temporary construction easement for the NE 181st Street Culvert Replacement Project, on certain real property located near the intersection of 61st Avenue NE and NE 181st Street in Kenmore, Washington. The City Council's May 14, 2012 regular meeting will be held at City Hall Council Chambers, located at 18120 68th Avenue, N.E., Kenmore, Washington 98028.

The real property interests considered for condemnation constitute certain portions of real property located at 18018 61st Avenue N.E., Kenmore, WA 98028, identified as King County Tax Parcel No. 1126049033. The legal descriptions for the proposed condemnation ordinance will be on file with the City Clerk and available for public inspection.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard regarding the proposed condemnation ordinance.

Agenda items are subject to change up to and including the time of the meetings; items may be added or dropped. Please call the City Clerk (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 accommodations, please call the City Clerk at least three (3) days prior to the meeting.

Published on: Wednesday, April 25, 2012 and Wednesday, May 2, 2012
City Clerk's Office
City of Kenmore
18120 68th Avenue, N.E., Kenmore, Washington 98028,

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 12-0340

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING THE ACQUISITION BY NEGOTIATION OR CONDEMNATION OF REAL PROPERTY INTERESTS NECESSARY FOR THE NE 181st CULVERT REPLACEMENT PROJECT NEAR THE INTERSECTION OF 61ST AVENUE NE AND NE 181ST STREET.

WHEREAS, the City of Kenmore (the "City") intends to construct the NE 181st Culvert Replacement project, which consists of the replacement of 74 linear feet of dual 42-inch concrete pipe carrying Tributary 0056 with a 12' wide by 8' tall fish passable box culvert, storm water collection system improvements in NE 181st Street, utility relocation (water, sanitary sewer, and natural gas) and pavement restoration within the work zone (collectively, the "Project"); and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-significance ("DNS") on March 31, 2011, on the Project, and said determination has become final; and

WHEREAS, in order to carry out the Project, the City must obtain certain real property interests in real property located along or near the intersection of 61st Avenue NE and NE 181st Street; and

WHEREAS, the City is seeking to acquire certain real property rights and interests necessary for the Project, including a permanent and temporary easement, through negotiations with the owners of real property located at 18018 61st Avenue NE, Kenmore, Washington 98028, which property is identified as King County Tax Parcel No. 112604-9033-05 ("Property"); and

WHEREASE, City staff and consultants have reviewed and analyzed the Project, and have recommended that the City acquire a permanent easement and a temporary construction easement on portions of said Property; and

WHEREAS, in order to construct the Project, it is necessary for the City to acquire, condemn, appropriate, take and damage portions of and interests in said Property, in the form of a permanent easement, as legally described and depicted in **Exhibit A**, attached hereto and incorporated by this reference; and a temporary construction easement, as legally described and depicted in **Exhibit B**, attached hereto and incorporated by this reference for the Project and drainage purposes; and

WHEREAS, if the City is unable to acquire the necessary permanent and temporary easements in the Property in a timely manner, the City will be required to file a petition in eminent domain (condemnation petition) in order to construct the Project; and

WHEREAS, the City is authorized by Chapter 35A.64 RCW to exercise the power of eminent domain pursuant to Chapter 8.12 and 8.28 RCW; and

WHEREAS, the City has complied with the notice requirements set forth in RCW 8.25.290 by certified mail notice to the owner of the Property referenced herein of the planned final action of the adoption of this Ordinance by the City Council at the regular Council meeting scheduled for May 14, 2012, and published notice of such planned final action in the legal newspaper with the largest circulation in the City where such real property is located, and in the City's legal newspaper, if different; and

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

Section 1. Incorporation of Recitals. The recitals above are hereby adopted as if set forth in full herein.

Section 2. Acquisition of Real Property. The City Council finds that the rights and interests in real property described and depicted in **Exhibits A and B** ("Property Interests") are necessary for drainage purposes and the construction of the Project, and, if required, shall be condemned, appropriated, taken and damaged in connection with the Project, which is of public use and benefit, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

Section 3. Source of Funds. The costs and expense of acquiring the Property Interests shall be paid for from the Surface Water Management fund.

Section 4. Condemnation Authorization. City staff, the City Attorney, and all City consultants for the Project are authorized and directed to enter into any and all negotiations and agreements necessary to acquire the Property Interests as described in **Exhibits A and B**. If such negotiations fail to acquire such Property Interests in a timely manner, as determined by the City Manager, the City Attorney is authorized to initiate and prosecute proceedings provided by law to condemn, appropriate and take the Property Interests and carry out the provisions of the Ordinance.

Section 5. Effective Date. This ordinance 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 _____, 2012.

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. _____

EXHIBIT "A"

**KC PARCEL NO. 112604-9033
PERMANENT DRAINAGE EASEMENT
LEGAL DESCRIPTION**

A portion of land for drainage and appurtenances over, under, along, and across all of that portion of Government Lot 3, Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the North Quarter Corner of said Section 11;
Thence South 02°41'16" West along the north to south centerline of said Section 11, a distance of 1,236.56 feet;
Thence South 87°14'47" West, 186.14 feet to the TRUE POINT OF BEGINNING of this description;
Thence South 02°45'13" West, 134.58 feet;
Thence South 87°14'47" West to the easterly line of 61st Avenue Northeast;
Thence northerly along said easterly line 141.93 feet to a point which bears South 87°14'47" West from the TRUE POINT OF BEGINNING;
Thence North 87°14'47" East, 153.09 feet to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof conveyed to King County for street purposes by deeds recorded under Recording Numbers 7310250096 and 7310250098;

(BEING KNOWN AS a portion of Lot 6, Block 9, Waverly Park, according to the unrecorded plat thereof).

Said Drainage Easement within the above described parcel being more specifically described as follows:

Commencing at the intersection of the right-of-way centerlines of NE 181st Street and 61st Avenue NE;
Thence North 87°30'02" East along the centerline of said NE 181st Street, 58.69 feet;
Thence leaving said centerline South 2°29'58" East, 30.00 feet to a point on the south right-of-way margin of NE 181st Street and being the TRUE POINT OF BEGINNING;
Thence leaving said right-of-way margin South 0°15'19" West, 23.89 feet;
Thence South 79°49'35" West, 26.55 feet to a point on the westerly right-of-way margin of said 61st Avenue NE said point being on a non-tangent curve concave westerly and having a radius of 565.57 feet, the radius point to which bears North 75°39'44" West;
Thence northeasterly along the arc of said right-of-way margin, through a central angle of 1°13'16", a distance of 12.05 feet;
Thence continuing along said right-of-way margin North 50°12'57" East; 19.18 feet;
Thence North 2°29'58" West, 4.22 feet to the intersection of said right-of-way margins;
Thence along said margin North 87°30'02" East, 8.83 feet to the TRUE POINT OF BEGINNING.

Containing 462 square feet, more or less.

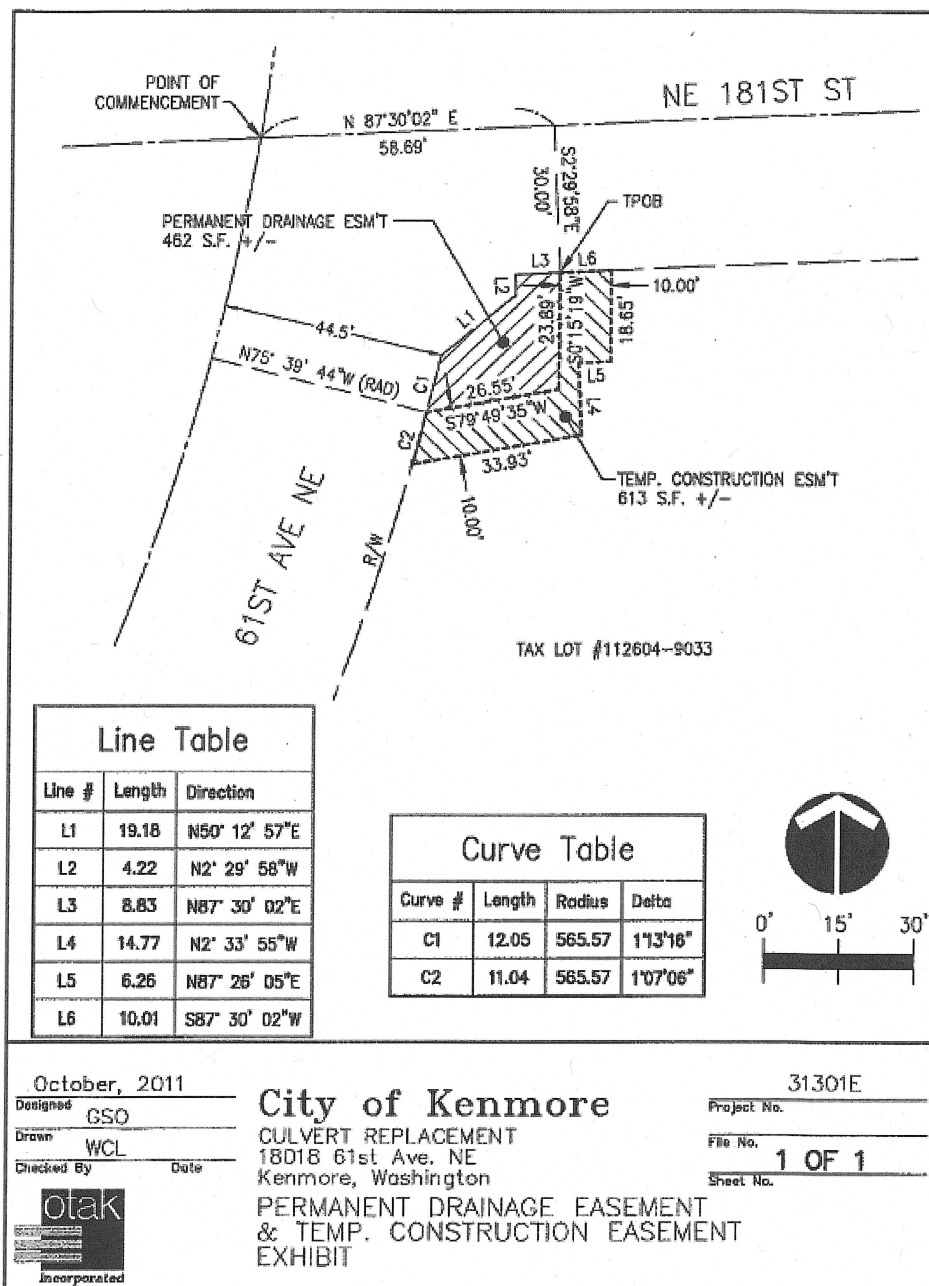


EXHIBIT "B"

**KC PARCEL NO. 112604-9033
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

A portion of land over, under, along, across all of that portion of Government Lot 3, Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the North Quarter Corner of said Section 11;
Thence South 02°41'16" West along the north to south centerline of said Section 11, a distance of 1,236.56 feet;
Thence South 87°14'47" West, 186.14 feet to the TRUE POINT OF BEGINNING of this description;
Thence South 02°45'13" West, 134.58 feet;
Thence South 87°14'47" West to the easterly line of 61st Avenue Northeast;
Thence northerly along said easterly line 141.93 feet to a point which bears South 87°14'47" West from the TRUE POINT OF BEGINNING;
Thence North 87°14'47" East, 153.09 feet to the TRUE POINT OF BEGINNING;

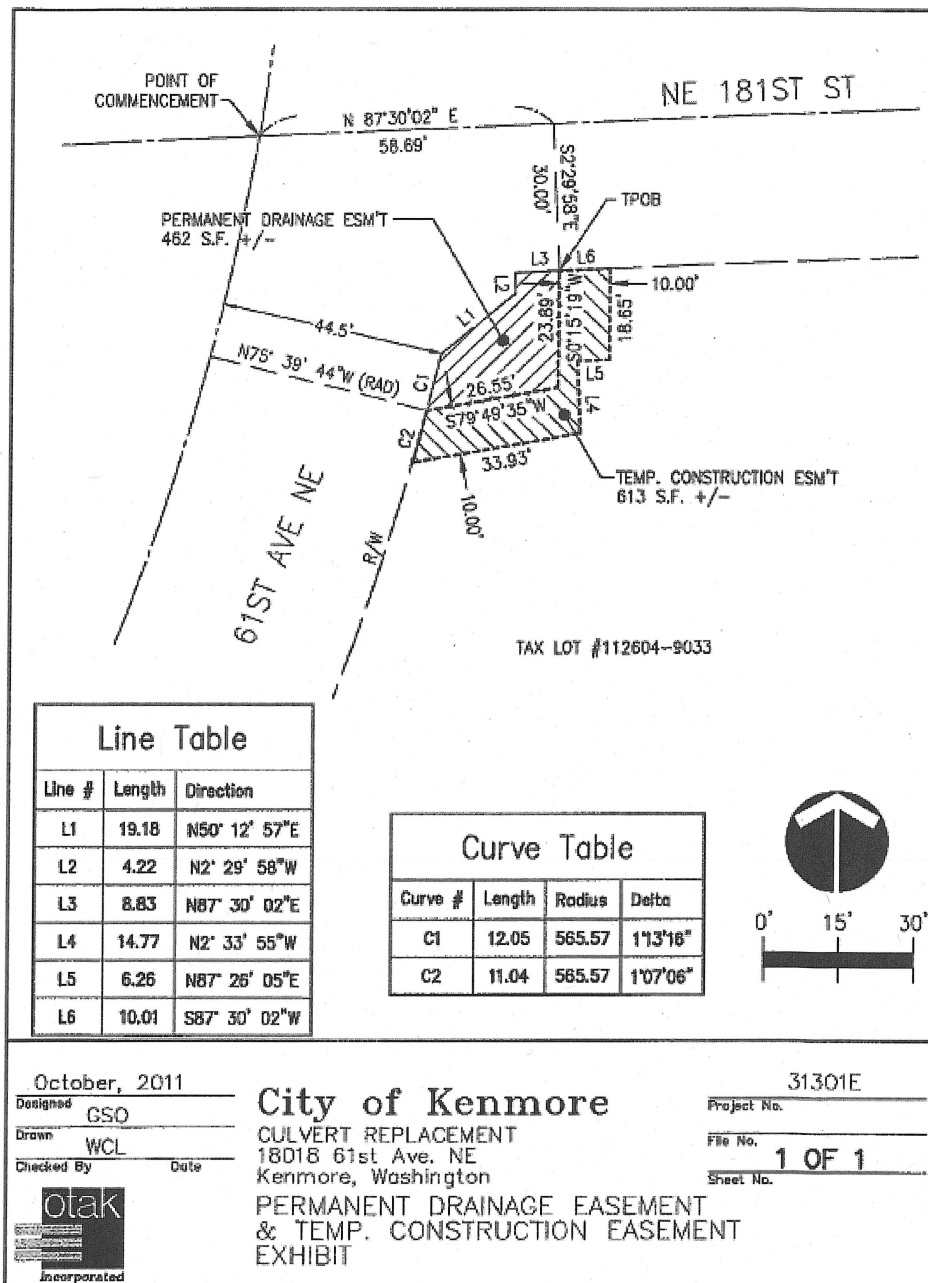
EXCEPT that portion thereof conveyed to King County for street purposes by deeds recorded under Recording Numbers 7310250096 and 7310250098;

(BEING KNOWN AS a portion of Lot 6, Block 9, Waverly Park, according to the unrecorded plat thereof).

Said Temporary Construction Easement within the above described parcel being more specially described as follows:

Commencing at the intersection of the right-of-way centerlines of NE 181st Street and 61st Avenue NE;
Thence North 87°30'02" East along the centerline of said NE 181st Street, 58.69 feet;
Thence leaving said centerline South 2°29'58" East, 30.00 feet to a point on the south right-of-way margin of NE 181st Street and being the TRUE POINT OF BEGINNING;
Thence leaving said right-of-way margin South 0°15'19" West, 23.89 feet;
Thence South 79°49'35" West, 26.55 feet to a point on the westerly right-of-way margin of said 61st Avenue NE said point being on a non-tangent curve concave westerly and having a radius of 565.57 feet, the radius point to which bears North 75°39'44" West;
Thence southwesterly along the arc of said right-of-way margin, through a central angle of 1°07'06", a distance of 11.04 feet;
Thence leaving said right-of-way margin North 79°49'35" East; 33.93 feet to a point on the west face of existing building;
Thence North 2°33'55" West along the west face of said building, 14.77 feet to the northwest corner of said building; Thence North 87°26'05" East along the north face of said building, 6.26 feet;
Thence leaving the face of said building North 0°15'19" East, 18.65 feet to a point on the south margin of said NE 181st street; Thence South 87°30'02" East along said margin, 10.01 feet to the TRUE POINT OF BEGINNING.

Containing 613 square feet, more or less.



CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize City Manager to award the 61 st Avenue NE and NE 181 st Street Traffic Signal Construction Contract for an amount not to exceed \$1,150,000.			May 14, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	(425) 398-8900
COST OF PROPOSAL: Engineer's Estimate of Probable Construction Costs for traffic signal: \$1,025,000 Contingency (~12%) <u>\$125,000</u> \$1,150,000		ACCOUNT NUMBER: 09 00 7097	
AMOUNT BUDGETED: 61st Ave NE & NE 181st ST Traffic Signal 2011-2012 Budgeted Amount: \$1,976,200 Budget Balance as of 3/31: \$1,792,444		NAME AND FUND #: Arterial Street Fund 61st Ave NE/ NE 181st ST Traffic Signal	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Engineer's Estimates of Probable Construction Costs for traffic signal			
SUMMARY STATEMENT: To expedite the project, Staff is requesting authority to award the construction contract if bids are within the project estimate. The City's 61 st Avenue NE and NE 181 st Street traffic signal project is scheduled for advertisement on April 26, May 3, and May 10 with an anticipated bid opening date of May 17. Based on the projected advertising dates and the City Council meeting schedule, the next available Council Meeting to award the project would be June 11. Staff is requesting that City Council grant the City Manager authority to award the traffic signal project up to an amount of \$1,150,000 to expedite the bid award process and maximize the construction season. This will allow the contractor time to build the soldier pile wall in good weather conditions. The contractor will also be able to order the traffic signal poles and equipment sooner. From past experience, traffic signal poles and equipment can take up to three months to be manufactured, tested, and delivered to the site for installation. This will insure that the new traffic signal is operational this year. The City has scheduled a two month work suspension window within the traffic signal project to allow the Culvert to be installed without having multiple contractors working in the intersection. The box culvert project must be completed in the permitted work window of July 1 st through September 30 th . Staff will return to City Council to formally announce the bid results and award at a later date and authority to sign a contract.			

VIIIB. Authorize the City Manager to Award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an Amount not to Exceed \$1,150,000 - Ron Loewen, City Engineer

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:		
Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008 - Agenda title: Consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right of way Acquisition for SR 522 Phase I Stage 2. City Council action on July 26, 2010 authorizing the design and right of way acquisition for the 61st Avenue NE and NE 181st Street signal. City Council action on September 27, 2010 selecting an alternative authorizing the design and right of way acquisition for the 61st Avenue and NE 181st signal project. City Council action on June 27, 2011 modifying the project scope of work to include undergrounding of aerial facilities.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:		
Authorize City Manager to award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an amount not to exceed \$1,150,000.		
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:
		
TODAY'S DATE: April 23, 2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\May 14, 2012 Authorization to Award\2012-04-13-AB to Request Authorization to Award 61st-181st traffic signal project.doc

VIIIB. Authorize the City Manager to Award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an Amount not to Exceed \$1,150,000 - Ron Loewen, City Engineer

61st Ave NE - 100% Estimate of Probable Construction Cost						
Bid Schedule A - Base Bid Items						
Item #	Section	Description	Est. Qty	Unit	Unit Cost	Cost
1	1-05	Structure Surveying	1	LS	\$15,000.00	\$15,000.00
2	1-05	Roadway Surveying – Schedule A	1	LS	\$18,000.00	\$18,000.00
3	1-07	SPCC Plan	1	LS	\$2,000.00	\$2,000.00
4	1-09	Mobilization - Schedule A	1	LS	\$50,600.00	\$50,600.00
5	1-10	Project Temporary Traffic Control - Schedule A	1	LS	\$5,000.00	\$5,000.00
6	1-10	Flaggers and Spotters	1500	HR	\$45.00	\$67,500.00
7	1-10	Traffic Control Supervisor	1	LS	\$11,000.00	\$11,000.00
8	2-01	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
9	2-02	Removal of Structure & Obstruction	1	LS	\$5,000.00	\$5,000.00
10	2-02	Sawcutting	1000	LF	\$3.50	\$3,500.00
11	2-03	Roadway Excavation Incl. Haul	1,030	CY	\$25.00	\$25,750.00
12	2-03	Unsuitable Foundation Excavation Incl. Haul	60	CY	\$100.00	\$6,000.00
13	2-03	Gravel Borrow, Including Haul	30	TN	\$20.00	\$600.00
14	2-11	Trimming & Clean Up	1	LS	\$5,000.00	\$5,000.00
15	4-04	Crushed Surfacing Top Course	48	TN	\$40.00	\$1,916.00
16	4-04	Crushed Surfacing Base Course	130	TN	\$30.00	\$3,900.00
17	5-04	HMA Class 1/2" PG 64-22	640	TN	\$85.00	\$54,400.00
18	5-04	Planing Bituminous Pavement	170	SY	\$30.00	\$5,100.00
19	6-16	Removing Soldier Pile Shaft Obstructions	1	FA	\$15,000.00	\$15,000.00
20	6-16	Shaft - 30" Diameter	790	LF	\$100.00	\$79,000.00
21	6-16	Furnishing Soldier Pile - HP 18x86	181	LF	\$55.00	\$9,955.00
22	6-16	Furnishing Soldier Pile - HP 18x119	284	LF	\$80.00	\$22,720.00
23	6-16	Furnishing Soldier Pile - HP 18x175	213	LF	\$115.00	\$24,495.00
24	6-16	Furnishing Soldier Pile - HP 18x211	113	LF	\$140.00	\$15,820.00
25	6-16	Lagging	1540	SF	\$8.00	\$12,320.00
26	6-16	Prefabricated Drainage Mat	110	SY	\$12.00	\$1,320.00
27	6-16	Concrete Fascia Panel	2280	SF	\$45.00	\$102,600.00
28	7-04	Profile Wall PVC Storm Sewer Pipe, 12 In. Diam	86	LF	\$55.00	\$4,730.00
29	7-04	Profile Wall PVC Storm Sewer Pipe, 6 In. Diam	15	LF	\$56.00	\$840.00
30	7-05	Concrete Inlet	2	EA	\$1,500.00	\$3,000.00
31	7-05	Catch Basin type 1	2	EA	\$1,500.00	\$3,000.00
32	7-05	Shoring or Extra Excavation Class B	80	LF	\$1.50	\$120.00
33	7-06	Water Quality Catch Basin Insert	7	EA	\$100.00	\$700.00
34	7-08	Bank Run Gravel for Trench Backfill	79	TN	\$35.00	\$2,765.00
35	7-08	Potholing	6	EA	\$750.00	\$4,500.00
36	8-01	Seeding, Fertilizing and Mulching	400	SY	\$2.00	\$800.00
37	8-01	Inlet Protection	7	EA	\$100.00	\$700.00
38	8-01	Erosion/Water Pollution control	1	FA	\$2,000.00	\$2,000.00
39	8-02	Topsoil Type A	50	CY	\$40.00	\$2,000.00
40	8-04	Cement Concrete Traffic Curb and Gutter	600	LF	\$20.00	\$12,000.00
41	8-04	Cement Conc. Pedestrian Curb	100	LF	\$20.00	\$2,000.00
42	8-06	Cement Concrete Driveway Entrance	115	SY	\$70.00	\$8,050.00
43	8-07	Precast Dual Faced Sloped Mountable Curb	50	LF	\$25.00	\$1,250.00
44	8-12	Chain Link Fence Type 3	180	LF	\$25.00	\$4,500.00
45	8-13	Monument Case and Cover	2	EA	\$350.00	\$700.00
46	8-14	Cement Concrete Curb Ramp Type A	3	EA	\$1,600.00	\$4,800.00

P:\KENMORE\2941 -61st NE & NE 181st Traffic Signal\Reports-Analysis\Cost Estimate\Estimate - Final 04-09-2012.xls

VIIIB. Authorize the City Manager to Award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an Amount not to Exceed \$1,150,000 - Ron Loewen, City Engineer

47	8-14	Cement Concrete Combination Curb Ramp	1	EA	\$1,600.00	\$1,600.00
48	8-14	Transition Curb Ramp	2	EA	\$1,000.00	\$2,000.00
49	8-14	Cement Concrete Sidewalk	413	SY	\$42.00	\$17,346.00
50	8-14	Mail Box Relocation	1	EA	\$400.00	\$400.00
51	8-20	Traffic Signal System	1	LS	\$175,000.00	\$175,000.00
52	8-20	Traffic Signal Interconnect	1	LS	\$5,000.00	\$5,000.00
53	8-20	Illumination System	1	LS	\$5,000.00	\$5,000.00
54	8-21	Permanent Signing	1	LS	\$2,000.00	\$2,000.00
55	8-22	Plastic Line	370	LF	\$1.00	\$370.00
56	8-22	Plastic Wide Line	270	LF	\$3.00	\$810.00
57	8-22	Plastic Crosswalk Line	290	SF	\$6.00	\$1,740.00
58	8-22	Plastic Stop Line	115	LF	\$7.00	\$805.00
59	8-22	Plastic Traffic Arrow	8	EA	\$110.00	\$880.00
60	8-24	Modular Block Wall	145	SF	\$30.00	\$4,350.00
61	8-33	Force Account for Private/Public Property Restoration	1	FA	\$50,000.00	\$50,000.00
Total Schedule A Estimate						\$894,252.00

Bid Schedule B - Utilities Bid Items

Item #	Section	Description	Est. Qty	Unit	Unit Cost	Cost
B-1	1-05	Roadway Surveying - Schedule B	1	LS	\$6,000.00	\$6,000.00
B-2	1-09	Mobilization - Schedule B	1	LS	\$7,600.00	\$7,600.00
B-3	1-09	Suspension Demobilization / Remobilization	1	LS	\$7,600.00	\$7,600.00
B-4	1-10	Project Temporary Traffic Control - Schedule B	1	LS	\$1,000.00	\$1,000.00
B-5	7-10	Utility Adjustment to Grade	6	EA	\$450.00	\$2,700.00
B-6	7-14	Moving Existing Hydrant Assembly	1	EA	\$2,500.00	\$2,500.00
B-7	7-14	Reconnect Existing Service 1-1/2 inch Diam.	1	EA	\$2,499.00	\$2,499.00
B-8	7-15	Reconnect Existing Service 1-inch Diam.	1	EA	\$2,500.00	\$2,500.00
B-9	7-15	Locate and Cap Side Sewer	2	EA	\$4,500.00	\$9,000.00
B-10	8-34	Overhead Power Service Connection	1	LS	\$20,000.00	\$20,000.00
B-11	8-35	Joint Utility Trench Complete - Schedule B	1	LS	\$80,200.00	\$80,200.00
SUB-TOTAL						\$119,399.00
Sales and Use Tax 9.5% - Taxed Items (Rule 170)						9.5%
Total Schedule B Estimate						\$130,741.91
Total Estimate of Probable Construction Cost (Schedule A+B)						\$1,024,993.91

Bid Schedule C - Utilities Bid Items - Alternative

Item #	Section	Description	Est. Qty	Unit	Unit Cost	Cost
C-1	1-05	Roadway Surveying - Schedule C	1	LS	\$6,000.00	\$6,000.00
C-2	1-09	Mobilization - Schedule C	1	LS	\$8,300.00	\$8,300.00
C-3	7-10	Utility Adjustment to Grade	6	EA	\$450.00	\$2,700.00
C-4	7-14	Moving Existing Hydrant Assembly	1	EA	\$2,500.00	\$2,500.00
C-5	7-14	Reconnect Existing Service 1-1/2 inch Diam.	1	EA	\$2,499.00	\$2,499.00
C-6	7-15	Reconnect Existing Service 1-inch Diam.	1	EA	\$2,500.00	\$2,500.00
C-7	7-15	Locate and Cap Side Sewer	2	EA	\$4,500.00	\$9,000.00
C-8	1-10	Project Temporary Traffic Control - Schedule C	1	LS	\$1,000.00	\$1,000.00
C-9	8-34	Overhead Power Service Connection	1	LS	\$20,000.00	\$20,000.00
C-10	8-35	Joint Utility Trench Complete - Schedule C	1	LS	\$91,900.00	\$91,900.00
SUB-TOTAL						\$146,399.00
Sales and Use Tax 9.5% - Taxed Items (Rule 170)						9.5%
Total Schedule C Estimate						\$160,306.91

VIIIB. Authorize the City Manager to Award the 61st Avenue NE and NE 181st Street Traffic Signal Construction Contract for an Amount not to Exceed \$1,150,000 - Ron Loewen, City Engineer

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize City Manager to award the NE 181 st Street Culvert Replacement Construction Contract for an amount not to exceed \$400,000.			May 14, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	(425) 398-8900
COST OF PROPOSAL: Engineer's Estimate of Probable Construction Costs for box culvert: \$363,000 Contingency (~10%) <u>\$37,000</u> \$400,000		ACCOUNT NUMBER: 41 00 7106	
AMOUNT BUDGETED: <u>NE 181st Street Culvert Replacement</u> 2011-2012 Budgeted Amount: \$350,000 Budget Balance as of 3/31: \$326,613 (Additional budget will be reassigned to this project by delaying other projects)		NAME AND FUND #: Surface Water Management Fund SW6 NE 181st Culvert	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Engineer's Estimates of Probable Construction Costs for box culvert			
SUMMARY STATEMENT: To expedite the project and meet the construction fish window, Staff is requesting authority to award the construction contract if bids are within the project estimate. The City is in the process of acquiring a permanent drainage easement (462 square feet) and temporary construction easement (613 square feet) from the property owner in the southeast corner of the intersection. The easements are necessary to construct the box culvert at a 3% slope (any less than 3% slope would result in sediment deposition in the box culvert). The City recently learned that the property owners, who were willing to sign a possession and use agreement in March, have elected not to sign. The property owners insist the City should assume ownership and maintenance of the stormwater pipes carrying Tributary 0056 across their property before they agree to sign a possession and use agreement. The City does not have easements over the property to maintain the pipes nor does it have a history of maintaining the pipes on the private property. The City's position on this matter had been conveyed to the property owners on several occasions in the past. In order to move the project forward, an ordinance to condemn the easements on the property will be brought before City Council for consideration on May 14. It is anticipated that the soonest the City could have possession and use of the easements through the condemnation process is 45 days after the condemnation ordinance takes effect, which would most likely be in the week of July 9. This would result in a late July, early August award date. Given the uncertainty of the advertising dates at this time and the City Council meeting schedule (no meetings in August), the next available Council Meeting to award the project would be September 10. Staff has contacted the Department of Fish and Wildlife and received an extension to the permitted			

VIIIC. Authorize the City Manager to Award the NE 181st Street Culvert Replacement Construction Contract for an Amount not to Exceed \$400,000 - Ron Loewen, City Engineer

fish window up to September 30 (previously August 31). The in-stream box culvert work must be completed by September 30th.

Staff is requesting that City Council grant the City Manager authority to award the box culvert project up to an amount of \$400,000 in advance of the September 10 date to expedite the bid award process and keep the possibility of constructing this project in 2012. If the condemnation process takes longer than 45 days, it is very likely that the box culvert construction would be delayed until 2013. The City will continue negotiations with the property owner up to and beyond the May 14 meeting date in the hopes of resolving this issue sooner.

Staff will return to City Council to formally announce the bid results at a later date and authorization to sign a contract.

CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:
Consistent with the 2011-2012 Biennium Budget and adopted 2008 Surface Water Management Plan.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize City Manager to award the NE 181st Street Culvert Replacement Construction Contract for an amount not to exceed \$400,000.

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE:
April 23, 2012

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\0133 NE 181st Street Culvert
Replacement\City Council\May 14, 2012
Authorization to Award Project\2012-04-13-AB
to Request Authorization to Award Project.doc

NE 181st STREET CULVERT REPLACEMENT

City of Kenmore

Construction Cost Estimate

Last Update: 4/24/2012

Item No.	Spec. Section	Description	Unit	Total Quantity	Unit Price	Total Amount
DIVISION 1 - General Requirements						
1	1-04.4(1)	Minor Change	EST	5,000	\$ 1.00	\$ 5,000.00
2	1-05.4	Roadway Surveying	LS	1	\$ 2,600.00	\$ 2,600.00
3	1-07.15(1)	SPCC Plan	LS	1	\$ 1,000.00	\$ 1,000.00
4	1-09.7	Mobilization	LS	1	\$ 20,800.00	\$ 20,800.00
5	1-10	Project Temporary Traffic Control - NE 181st St	LS	1	\$ 5,000.00	\$ 5,000.00
6	1-10	Project Temporary Traffic Control - 61st Ave NE	LS	1	\$ 15,000.00	\$ 15,000.00
7	1-10.3(1)A	Flaggers and Spotters	HR	200	\$ 45.00	\$ 9,000.00
DIVISION 2 - Earthwork						
8	2-02	Removal of Structure and Obstruction	LS	1	\$ 9,000.00	\$ 9,000.00
9	2-02	Sawcutting	LF	240	\$ 2.00	\$ 480.00
10	2-03	Gravel Borrow Incl. Haul	TN	542	\$ 20.00	\$ 10,840.00
11	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 10,000.00	\$ 10,000.00
12	2-09	Structure Excavation Class B Incl. Haul	LS	1	\$ 10,000.00	\$ 10,000.00
DIVISION 4 - Bases						
13	4-04	Crushed Surfacing Base Course	TN	66	\$ 50.00	\$ 3,300.00
14	4-04	Ballast	TN	82	\$ 70.00	\$ 5,800.00
15	4-06	Asphalt Treated Base	TN	66	\$ 135.00	\$ 9,000.00
DIVISION 5 - Surface Treatments and Pavements						
16	5-04	HMA Cl. 1/2 In. PG 64-22	TN	48	\$ 150.00	\$ 7,200.00
DIVISION 7 - Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains and Conduits						
17	7-04	12'W x 8'H Three-Sided Split Concrete Box Culvert w/Conc. Lid	LF	74	\$ 1,800.00	\$ 133,200.00
18	7-04	Approved Shop Drawings for Three-Sided Split Concrete Box Culvert w/Conc. Lid	EST	1	\$ 5,000.00	\$ 5,000.00
19	7-04	Corrugated Polyethylene Storm Sewer Pipe 12in. Diam.	LF	49	\$ 40.00	\$ 2,000.00
20	7-04	Corrugated Polyethylene Storm Sewer Pipe 18 in. Diam.	LF	9	\$ 50.00	\$ 500.00
21	7-04	Profile Wall PVC Storm Sewer Pipe, 6 In. Diam.	LF	25	\$ 56.00	\$ 1,400.00
22	7-05	Catch Basin Type 1	EA	1	\$ 1,200.00	\$ 1,200.00
23	7-05	Catch Basin Type 2 -48 In. Diam. Bottomless	EA	2	\$ 2,500.00	\$ 5,000.00
24	7-05	Catch Basin Type 2 48 In. Diam.	EA	3	\$ 2,800.00	\$ 8,400.00
DIVISION 8 - Miscellaneous Construction						
25	8-01	Temporary Stream Bypass System	LS	1	\$ 15,000.00	\$ 15,000.00
26	8-19	Streambed Gravel	TN	172	\$ 33.00	\$ 5,700.00
27	8-19	Streambed Boulder - Two Man Rock	EA	240	\$ 40.00	\$ 9,600.00
28	8-22	Painted Stop Line	LF	22	\$ 12.00	\$ 264.00
29	8-22	Paint Line	LF	48	\$ 5.00	\$ 240.00

Subtotal **\$ 311,600**
Contingency 10.0% **\$ 31,160**
Total Construction Cost **\$ 342,760**

Total Construction Cost (Rounded) **\$ 343,000**

VIIIC. Authorize the City Manager to Award the NE 181st Street Culvert Replacement Construction Contract for an Amount not to Exceed \$400,000 - Ron Loewen, City Engineer

NE 181st STREET CULVERT REPLACEMENT**City of Kenmore**

Construction Cost Estimate

Last Update: 4/24/2012

Northshore Utility District

Item No.	Spec. Section	Description	Unit	Total Quantity	Unit Price	Total Amount
<i>DIVISION 1 - General Requirements</i>						
1	1-04.4(1)	Minor Change	EST	1	\$ 2,000.00	\$ 2,000.00
<i>DIVISION 2 - Earthwork</i>						
2	2-02	Removal of Structure and Obstruction	LS	1	\$ -	\$ 800.00
3	2-02	Removal of Asbestos Cement Pipe	LS	1	\$ 3,000.00	\$ 3,000.00
4	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 1,000.00	\$ 1,000.00
5	2-09	Structure Excavation Class B Incl. Haul	LS	1	\$ 600.00	\$ 600.00
<i>DIVISION 7 - Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains and Conduits</i>						
6	7-17	Temporary Side Sewer Bypass	LS	1	\$ 5,000.00	\$ 5,000.00
7	7-17	Ductile Iron Sewer Pipe 6 In. Diam	LF	47	\$ 80.00	\$ 3,800.00

Subtotal \$ **16,200****Contingency** 10.0% \$ **1,620****Sales Tax** 9.5% \$ **1,539****Total Construction Cost** \$ **19,359****Total Construction Cost (Rounded)** \$ **20,000**

VIIIC. Authorize the City Manager to Award the NE 181st Street Culvert Replacement Construction Contract for an Amount not to Exceed \$400,000 - Ron Loewen, City Engineer

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to Execute Contract No. 12-C1030 with Anchor QEA, LLC in an amount not to exceed \$57,228 for sediment sampling and analysis			14 May 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Rob Karlinsey	Nancy Ousley	425-398-8900
COST OF PROPOSAL: \$40,647 for City- requested services; \$16,581 for services for adjacent private properties, which will be covered by those property owners		ACCOUNT NUMBER: 01.32.5445	
AMOUNT BUDGETED: \$50,000 in 2012 Budget		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1) Proposed Contract No. 12-C1030 2) Aerial Photo of Kenmore Navigation Channel area 3) Staff Memo and Attachments regarding proposed Local Sponsor Authority Transfer			
SUMMARY STATEMENT: The proposed contract for sediment sampling and analysis advances the City's efforts to have maintenance dredging performed in the Kenmore Navigation Channel. The City has been working with the US Army Corps of Engineers (USACE), King County and the Congressional delegation for several years to secure funding in the US Army Corps of Engineers Budget for maintenance dredging of the Kenmore Navigation Channel. The Channel is a project authorized under Section 107 of the 1960 River and Harbor Act, and was constructed in 1981. The most recent maintenance dredging was completed in 1997, prior to the City's 1998 incorporation. The USACE Seattle District completed a survey in 2010 documenting the depths in the Channel. The City Council authorized funds in the 2012 Budget for sediment sampling and analysis, which helps determine the cost of the maintenance dredging project by indicating the disposal method for the dredged materials. Though sediment sampling and analysis is generally sponsored by the US Army Corps of Engineers, there is currently no funding in the USACE budget for this important step. The City's investment in this investigation helps advance the funding proposal in a very competitive funding environment. The proposed contract is with Anchor QEA, who was selected following a Request for Qualifications process. The contract scope includes sampling and analysis of Kenmore Navigation Channel and additional samples near Log Boom Park. The consultant will work with the Dredged Material Management Program for review and approval of a Sediment Analysis Plan. Adjacent water-dependent businesses have indicated an interest in participating in the sampling project and eventual maintenance dredging. The scope has options for the private property sampling and analysis, which would be covered by the private property owners. The project schedule estimates sampling activities this summer and final analysis in the Fall of 2012.			

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VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

Anchor QEA representatives will present information on the project and will be available for questions from the Council at the May 14 meeting. King County is the Local Sponsor Authority for the Kenmore Navigation Channel as outlined in a 1980 agreement with the USACE. King County and the City are working with the USACE to transfer this authority to the City, which will require a separate agreement subject to the approval of all parties.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council authorization of 2012 Budget; 2009 Economic Development Strategy		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Authorize the City Manager to execute Contract No. 12-C1030 with Anchor QEA, LLC in the amount of \$57,228 for sediment sampling and analysis		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 27 April 2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): As noted below

CONTRACT FOR CONSULTANT SERVICES
Anchor QEA, LLC
Kenmore Navigation Channel Sediment Sampling and Analysis
Contract No. 12-C1030

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Anchor QEA, LLC, whose principal office is located at 720 Olive Way, Suite 1900, Seattle, WA 98101 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "A".

X A sum not to exceed \$57,228.00

 Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2012 and ending December 31, 2012 unless sooner

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

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

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

6. Indemnification. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent acts, willful misconduct, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provision

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Anchor QEA, LLC
Attn: Tom Wang
720 Olive Way, Suite 1900
Seattle, WA 98101

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

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

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney



1423 Third Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

May 1, 2012

Nancy Ousley
Assistant City Manager
18120 68th Ave NE
Kenmore, Washington 98028

Re: Scope of Work to Conduct Screening Level Sediment Sampling and Analysis,
Kenmore Navigation Channel and Adjacent Areas

Dear Nancy:

This scope of work defines the activities to be performed by Anchor QEA LLC (Anchor QEA) to conduct a screening level sediment sampling and analysis for the City of Kenmore (City). The work identified in this scope of work reflects a reduced scope of work from the City's original requested scope in the Request for Qualifications. This scope of work includes a screening level chemical characterization of sediment in the Kenmore Navigation Channel and other nearby areas, which is a lower level of effort than required per the Dredged Material Management Program (DMMP) protocols for suitability for Puget Sound unconfined open-water disposal.

SCOPE OF WORK

The City is working with the U.S. Army Corps of Engineers (USACE) in an effort to acquire funding for maintenance dredging of the Kenmore Navigation Channel. Sediment characterization is necessary to understand options for disposal of dredged sediment. A full sediment characterization according to DMMP protocols would provide information to determine if sediment is suitable for unconfined open-water disposal, however, these results are only valid for 2 years in areas ranked "High" by DMMP (including the Kenmore Navigation Channel). Because acquisition of funding and completion of maintenance dredging will not likely occur within the next 2 years, staff from the Dredged Material Management Office

www.anchorqea.com

(DMMO) at USACE agreed that a screening level assessment would provide information necessary to support pursuing funding for maintenance dredging, and that a full DMMP sediment characterization would be conducted closer to dredging activities. The DMMO also indicated that a Sampling and Analysis Plan Memorandum (SAP Memo) would be adequate for this work, rather than a detailed Sampling and Analysis Plan (SAP) developed in accordance with a full DMMP sediment characterization.

Based on a survey conducted by USACE in February 2010, shallow areas are present within the Kenmore Navigation Channel. USACE estimated that maintenance dredging would require removal of 31,679 cubic yards (cy) of sediment within the channel. This screening level assessment includes assessment of sediment concentrations within the area requiring dredging. Tasks 1a, b, and c describe preparation of a SAP Memo, field sampling, and results reporting for sediment within the navigation channel and offshore of Log Boom Park. Tasks 2a, b, and c describe additional sediment characterization work that would be conducted at Kenmore Air Harbor and North Lake Marina to support understanding of sediment concentrations.

Task 1 – Kenmore Navigation Channel Screening Level Characterization

Task 1a – Sampling and Analysis Plan Memorandum

This task includes development of the Sampling and Analysis Plan Memorandum (SAP Memo), which will be more focused than a full SAP developed in accordance with a full DMMP sediment characterization. This SAP Memo will be prepared to describe the sampling objectives, locations and methodology for field sampling and sample handling, analytical testing requirements, and reporting requirements. The SAP Memo will also describe a brief history of previous dredge characterizations conducted in the area, but no research on potential historical or ongoing sources of contamination will be included. This task also includes preparation for and briefing the Kenmore City Council on the sampling program during a preparatory session to allow question and answer as well as during a public briefing. The SAP Memo will assume collection of six sediment grab samples from the navigation channel and testing of the full DMMP analyte list on each sample. No bioassay or bioaccumulation testing will be conducted on these samples. It is assumed that there will be minimal comments from the City or DMMP agencies on the draft SAP Memo. This scope of

work includes one meeting with the DMMP to discuss the SAP Memo. The approved SAP Memo will be used during field sediment sampling.

The estimated cost for the Task 1a SAP Memo effort is \$8,936.

Task 1b – Navigation Channel and Log Boom Park Field Sampling & Lab Coordination

Field sampling will consist of collecting sediment from the navigation channel and offshore of Log Boom Park. Sampling will be conducted in accordance with the approved SAP Memo, which will consist of sediment samples from six locations within the navigation channel. Samples from the navigation channel are anticipated to consist of grab samples using a VanVeen sampler or a box core sampler to the maximum penetration possible (10 to 20 cm below mudline). Samples from Log Boom Park will be collected from the top 10 cm. Sediment samples will be forwarded to the appropriate laboratories for analysis. Adequate sediment volume will be collected for testing of the full DMMP analyte list (metals, semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), tributyl tin (porewater), dioxin/furan, ammonia, sulfide, total organic carbon, grain size, and moisture content). This task includes time to coordinate with the analytical lab regarding analytical testing and reporting. This task also includes costs for data validation.

The field sampling key assumptions include:

- Six sediment samples collected from the navigation channel.
- Two sediment samples collected from offshore of Log Boom Park.
- Chemical testing of the full DMMP analyte list for navigation channel and Log Boom Park samples.
- This task includes costs for data validation of the chemical testing data.
- Anchor QEA will conduct sediment sampling using our own sampling vessel.
- Anchor QEA will provide field staff to man the sampling vessel, collect sediment samples, and prepare samples for dispatch to the laboratory. It is assumed that the field program for the navigation channel sampling will require one day for sample collection, sample processing, and delivery of samples to the analytical lab.

- No weather or vessel delays occur during the sampling activity. Delay due to weather conditions or presence of vessels limiting access to sampling locations may result in additional costs not scoped for this contract.
- Permits are not anticipated to be required for sampling and costs to obtain permits are therefore not included in this scope of work.

The estimated cost for Task 1b navigation channel sampling and analytical testing is \$23,865.

Task 1c – Navigation Channel and Log Boom Park Sampling Results Reporting

Anchor QEA assumes preparation of the Data Report will include one draft and one final that addresses comments on the draft. The Data Report will summarize the field sampling activities, discuss the quality assurance/quality control aspects of the data, and present and discuss the results of all sample analyses. One conference call with the DMMP to discuss the results is included in this scope of work. Specific information included in the report will be the data validation report, summary data tables, tables and maps of sampling locations and coordinates, description of methods for sample collection, processing, handling, and transport, copies of chain-of-custody forms, and description of any deviations from the SAP Memo.

The estimated cost for evaluating the data and preparing the sampling results report is \$7,846.

Task 2 – Characterization of Other Areas

Task 2a – Other Areas: Additional SAP Memo Details

This task includes incorporation of additional details into the SAP Memo for several other areas in the vicinity of the Kenmore Navigation Channel, including at the North Lake Marina and Kenmore Air Harbor. Two additional sediment samples will be collected from each of these areas. This task includes additional time to coordinate with the City on appropriate sampling locations and incorporation of the locations into the SAP Memo, including locations on a figure and incorporation into the coordinate table.

The estimated cost for the Task 2a SAP Memo effort is \$722.

Task 2b – Other Areas: Field Sampling & Lab Coordination

Additional field sampling for areas outside the navigation channel is assumed to require 1 day. Two samples will be collected from North Lake Marina and Kenmore Air Harbor (four locations total). Sampling will be conducted in accordance with the approved SAP Memo. Samples from North Lake Marina and Kenmore Air Harbor are anticipated to consist of grab samples using a VanVeen sampler or a box core sampler to the maximum penetration possible (10 to 20 cm below mudline). Adequate sediment volume will be collected for testing of the full DMMP analyte list for North Lake Marina and Kenmore Air Harbor.

This task includes time to coordinate with the analytical lab regarding analytical testing and reporting. This task also includes costs for data validation.

The field sampling key assumptions include:

- Six sediment samples collected from North Lake Marina and Kenmore Air Harbor (2 locations in each area).
- Chemical testing of the full DMMP analyte list for each sample from North Lake Marina and Kenmore Air Harbor.
- This task includes costs for data validation of the chemical testing data.
- Anchor QEA will conduct sediment sampling using our own sampling vessel.
- Anchor QEA will provide field staff to man the sampling vessel, collect sediment samples, and prepare samples for dispatch to the laboratory. It is assumed that the field program for areas outside the navigation channel will require one day for sample collection, sample processing, and delivery of samples to the analytical lab.
- No weather or vessel delays occur during the sampling activity. Delay due to weather conditions or presence of vessels limiting access to sampling locations may result in additional costs not scoped for this contract.
- Permits are not anticipated to be required for sampling and costs to obtain permits are therefore not included in this scope of work.

The estimated cost for Task 2b sampling and analytical testing from other areas is \$13,077.

Task 2c – Other Areas: Sampling Results Reporting

This task includes time associated with sampling and testing for each of the other areas outside the navigation channel in the Data Report, including a draft version and final version that addresses comments on the draft. This task includes time to summarize the field sampling activities/sediment observations, discuss the quality assurance/quality control aspects of the data, and present and discuss the results of sample analyses from North Lake Marina and Kenmore Air Harbor.

Specific information included in the report will be the data validation report, summary data tables, tables and maps of sampling locations and coordinates, description of methods for sample collection, processing, handling, and transport, copies of chain-of-custody forms, and description of any deviations from the SAP Memo.

The estimated cost for evaluating the data and preparing the sampling results report is \$2,782.

Schedule

The estimated schedule for each of the above tasks is summarized in Table 1. Work on the project will begin upon receipt of the signed contract from the City. Finalization of the SAP Memo and Results Memo depends on review timeframes by the City and DMMP.

Table 1
Schedule

Task	Description	Schedule	Activity
1a and 2a	Sampling and Analysis Plan Memo	3 - 4 weeks	Submittal of Draft SAP Memo to City
1b and 2b	Field Sampling and Lab Coordination	1 week, initiated within 3 weeks of SAP Memo approval by DMMP	Field Sampling & Lab Coordination
	Lab Testing	4 - 5 weeks for chemistry testing	Chemistry Testing
1c and 2c	Sampling Results Reporting	4 - 5 weeks after receipt of analytical results	Draft Results Memo

Nancy Ousley

May 1, 2012

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Estimated Cost

Table 2 presents an anticipated cost for each task. The total budget for Task 1a, b, and c is anticipated to be \$40,647. The total budget for Tasks 2a, b, and c is anticipated to be \$16,581. Total budget for Tasks 1 and 2 is \$57,228.

Table 2
Estimated Costs

Task	Description	Cost
Task 1a	Sampling and Analysis Plan	\$8,936
Task 1b	Field Sampling and Lab Coordination	\$23,865
Task 1c	Sampling Results Reporting	\$7,846
	Task 1a, b, c Total	\$40,647
Task 2a	Sampling and Analysis Plan	\$722
Task 2b	Field Sampling and Lab Coordination	\$13,077
Task 2c	Sampling Results Reporting	\$2,782
	Task 2a, b, c Total	\$16,581
	Tasks 1 and 2 Total	\$57,228

Services will be performed on a time-and-materials basis not to exceed the identified budget without prior written authorization. If you need any additional information, please feel free to contact me at (206) 903-3314 or by email (twang@anchorqea.com). I look forward to working with you on this project.

Sincerely,



Tom Wang

Anchor QEA, LLC

cc: Dan Berlin, Anchor QEA

EXHIBIT A

Task	Task Description	Hours by Labor Categories										Total Hours	Total Labor Cost	Total Subcontractor Expenses	Total Reimbursable Expenses	Total Equipment Expenses	Total Direct Expenses	Total Cost
		Principal CM / Engineer / LA / Planner / Scientist	Managing Analyst / CM / Engineer / LA / Planner / Scientist	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	Senior CAD Designer	Project Coordinator (PA)										
	Hourly Rate:	\$ 215.00	\$ 175.00	\$ 246.00	\$ 225.00	\$ 105.00	\$ 112.00	\$ 85.00										
1a	Sampling and Analysis Plan Memo	10.00	12.00	-	24.00	4.00	6.00	6.00	62.00	\$ 8,876.00	\$ -	\$ 60.00	\$ -	\$ 60.00	\$ 8,936.00			
1b	Navigation Channel Field Sampling and Lab Coordination	-	2.00	16.00	16.00	-	-	-	34.00	\$ 4,390.00	\$ 18,895.36	\$ -	\$ 379.50	\$ 19,274.86	\$ 29,854.86			
1c	Navigation Channel/Log Boom Park: Sampling Results Reporting	4.00	8.00	4.00	24.00	10.00	2.00	8.00	60.00	\$ 7,896.00	\$ -	\$ 40.00	\$ -	\$ 40.00	\$ 7,946.00			
2a	Other Areas: Additional SAP Memo Details	-	2.00	-	2.00	-	1.00	-	5.00	\$ 712.00	\$ -	\$ 10.00	\$ -	\$ 10.00	\$ 722.00			
2b	Other Areas: Additional Field Sampling and Lab Coordination	-	2.00	10.00	12.00	-	-	-	24.00	\$ 3,250.00	\$ 9,447.68	\$ -	\$ 379.50	\$ 9,827.18	\$ 13,077.18			
2c	Other Areas: Results Reporting	1.00	3.00	-	12.00	4.00	1.00	-	21.00	\$ 2,772.00	\$ -	\$ 10.00	\$ -	\$ 10.00	\$ 2,782.00			
	TOTAL HOURS	15.00	29.00	30.00	80.00	18.00	10.00	14.00	206.00									
	TOTAL COST	\$ 3,225.00	\$ 5,075.00	\$ 4,200.00	\$ 11,250.00	\$ 1,890.00	\$ 1,120.00	\$ 1,146.00		\$ 28,096.00	\$ 28,343.04	\$ 120.00	\$ 759.00	\$ 29,222.04	\$ 48,547.18	\$ 77,228.04	\$ 77,228.04	\$ 77,228.04

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

Task1a: Sampling and Analysis Plan Memo

[illegible][illegible]

REIMBURSABLES	DESCRIPTION	COST PER UNIT	TOTAL COST	1a.1	1a.2	1a.3	1a.4
In-House Expenses							
Computer Modeling (\$/hr)	# of hours	10	60.00	6			

EXHIBIT A

Task1b: Navigation Channel Field Sampling and Lab Coordination

TASK TOTAL:	\$	23,864.86	
LABOR SUBTASK TOTAL:	\$	1,410.00	\$ 3,180.00
LABOR TOTAL HOURS:		10.00	24.00
SUBCONTRACTOR SUBTASK TOTAL:	\$	-	\$ 18,895.36
REIMBURSABLES SUBTASK TOTAL:	\$	-	\$ -
EQUIPMENT SUBTASK TOTAL:	\$	-	\$ 379.50

Sub-Task Descriptions:

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Field Prep/Lab Coordination	Nav Channel /Log Boom Park Sample Collection
				Subtask 1b.1	Subtask 1b.2
Generic Principal	Principal CM / Engineer / LA / Planner / Scientist	215	-		
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist	195	-		
Generic Project Manager	Managing Analyst / CM / Engineer / LA / Planner / Scientist	175	2.00	2	
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / LA / Planner / Scientist	155	-		
Generic Staff 3	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	140	16.00	4	12
Generic Staff 2	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	125	16.00	4	12
Generic Staff 1	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	105	-		
Generic Field Technician (Interns)	Technician	89	-		
Generic Senior CAD Designer	Senior CAD Designer	112	-		
Generic CAD Designer	CAD Designer	95	-		
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	89	-		
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	89	-		
			-		
			-		
			-		
			-		
			-		
			-		

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	1b.1	1b.2
		-		
Analytical lab	ARI	18,895.4		\$ 17,177.60
		-		
		-		

EQUIPMENT	RATE UNIT	RATE	TOTAL UNITS	1b.1	1b.2
Field Sampling Gear (sediment)	day	20	1.00		1
Health & Safety Equipment (PPE) - "D" - gloves	day	20	1.00		1
Digital Camera	day	5	1.00		1
Boat Rental	day	300	1.00		1
			-		

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

EXHIBIT A

Task1c: Navigation Channel/Log Boom Park: Sampling Results Reporting

TASK TOTAL: \$ 7,846.00
 LABOR SUBTASK TOTAL: \$ 5,998.00 \$ 780.00 \$ 1,028.00
 LABOR TOTAL HOURS: 48.00 4.00 8.00
 SUBCONTRACTOR SUBTASK TOTAL: \$ - \$ - \$ -
 REIMBURSABLES SUBTASK TOTAL: \$ 40.00 \$ - \$ -
 EQUIPMENT SUBTASK TOTAL: \$ - \$ - \$ -

Sub-Task Descriptions:

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Draft Report	Conference Call with DMMP	Final Report
				Subtask 1c.1	Subtask 1c.2	Subtask 1c.3
Generic Principal	Principal CM / Engineer / LA / Planner / Scientist	215	4.00	2	2	
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist	195	-			
Generic Project Manager	Managing Analyst / CM / Engineer / LA / Planner / Scientist	175	8.00	4	2	2
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / LA / Planner / Scientist	155	-			
Generic Staff 3	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	140	4.00	4		
Generic Staff 2	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	125	24.00	20		4
Generic Staff 1	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	105	10.00	10		
Generic Field Technician (Interns)	Technician	89	-			
Generic Senior CAD Designer	Senior CAD Designer	112	2.00	2		
Generic CAD Designer	CAD Designer	95	-			
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	89	-			
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	89	8.00	6		2
			-			
			-			
			-			
			-			

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	1c.1	1c.2	1c.3
		-			

REIMBURSABLES	DESCRIPTION	COST PER UNIT	TOTAL COST	1c.1	1c.2	1c.3
<i>In-House Expenses</i>						
Computer Modeling (\$/hr)	# of hours	10	40.00	4		
			-			

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

EXHIBIT A

Task2a: Other Areas: Additional SAP Memo Details

TASK TOTAL: \$ 722.00
 LABOR SUBTASK TOTAL: \$ 712.00
 LABOR TOTAL HOURS: 5.00
 SUBCONTRACTOR SUBTASK TOTAL: \$ -
 REIMBURSABLES SUBTASK TOTAL: \$ 10.00
 EQUIPMENT SUBTASK TOTAL: \$ -

Sub-Task Descriptions:

ANCHOR QEA STAFF		BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Subtask 2a.1
Generic Principal	Principal CM / Engineer / LA / Planner / Scientist	215	-		
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist	195	-		
Generic Project Manager	Managing Analyst / CM / Engineer / LA / Planner / Scientist	175	2.00	2	
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / LA / Planner / Scientist	155	-		
Generic Staff 3	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	140	-		
Generic Staff 2	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	125	2.00	2	
Generic Staff 1	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	105	-		
Generic Field Technician (Interns)	Technician	89	-		
Generic Senior CAD Designer	Senior CAD Designer	112	1.00	1	
Generic CAD Designer	CAD Designer	95	-		
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	89	-		
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	89	-		
			-		
			-		
			-		
			-		
			-		
			-		

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	2a.1
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	

REIMBURSABLES	DESCRIPTION	COST PER UNIT	TOTAL COST	2a.1
In-House Expenses				
Computer Modeling (\$/hr)	# of hours	10	10.00	1
			-	
			-	

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

EXHIBIT A

Task2b: Other Areas: Additional Field Sampling and Lab Coordination

TASK TOTAL:	\$	13,077.18		
LABOR SUBTASK TOTAL:	\$	600.00	\$	2,650.00
LABOR TOTAL HOURS:		4.00		20.00
SUBCONTRACTOR SUBTASK TOTAL:	\$	-	\$	9,447.68
REIMBURSABLES SUBTASK TOTAL:	\$	-	\$	-
EQUIPMENT SUBTASK TOTAL:	\$	-	\$	379.50

Sub-Task Descriptions:

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Sample Locations & Lab Coordination	
				Subtask 2b.1	Subtask 2b.2
Generic Principal	Principal CM / Engineer / LA / Planner / Scientist	215	-		
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist	195	-		
Generic Project Manager	Managing Analyst / CM / Engineer / LA / Planner / Scientist	175	2.00	2	
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / LA / Planner / Scientist	155	-		
Generic Staff 3	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	140	10.00		10
Generic Staff 2	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	125	12.00	2	10
Generic Staff 1	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	105	-		
Generic Field Technician (Interns)	Technician	89	-		
Generic Senior CAD Designer	Senior CAD Designer	112	-		
Generic CAD Designer	CAD Designer	95	-		
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	89	-		
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	89	-		
			-		
			-		
			-		
			-		
			-		

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	2b.1	2b.2
Analytical Lab	ARI	9,447.7		\$ 8,588.80
		-		
		-		
		-		

EQUIPMENT	RATE UNIT	RATE	TOTAL UNITS	2b.1	2b.2
Field Sampling Gear (sediment)	day	20	1.00		1
Health & Safety Equipment (PPE) - "D" - gloves	day	20	1.00		1
Digital Camera	day	5	1.00		1
Boat Rental	day	300	1.00		1
			-		
			-		
			-		
			-		

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

EXHIBIT A

Task2c: Other Areas: Results Reporting

TASK TOTAL: \$ 2,782.00
 LABOR SUBTASK TOTAL: \$ 2,097.00 \$ 675.00
 LABOR TOTAL HOURS: 16.00 5.00
 SUBCONTRACTOR SUBTASK TOTAL: \$ - \$ -
 REIMBURSABLES SUBTASK TOTAL: \$ 10.00 \$ -
 EQUIPMENT SUBTASK TOTAL: \$ - \$ -

Sub-Task Descriptions:

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Draft Report		Final Report	
				Subtask 2c.1		Subtask 2c.2	
Generic Principal	Principal CM / Engineer / LA / Planner / Scientist	215	1.00		1		
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist	195	-				
Generic Project Manager	Managing Analyst / CM / Engineer / LA / Planner / Scientist	175	3.00		2		1
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / LA / Planner / Scientist	155	-				
Generic Staff 3	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist	140	-				
Generic Staff 2	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist	125	12.00		8		4
Generic Staff 1	Staff 1 Analyst / CM / Engineer / LA / Planner / Scientist	105	4.00		4		
Generic Field Technician (Interns)	Technician	89	-				
Generic Senior CAD Designer	Senior CAD Designer	112	1.00		1		
Generic CAD Designer	CAD Designer	95	-				
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	89	-				
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	89	-				
			-				
			-				
			-				
			-				
			-				
			-				

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	2c.1	2c.2
		-		
		-		
		-		
		-		
		-		
		-		
		-		

REIMBURSABLES	DESCRIPTION	COST PER UNIT	TOTAL COST	2c.1	2c.2
In-House Expenses					
Computer Modeling (\$/hr)	# of hours	10	10.00	1	
			-		
			-		

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

EXHIBIT C

City of Kenmore
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



 = APPROXIMATE CHANNEL LIMITS
 = APPROXIMATE CHANNEL CENTER LINE

APPROXIMATE SCALE:
1"=400'

KENMORE CHANNEL

BIRD ISLAND

INGLEWOOD
GOLF CLUB

JUANITA DRIVE

SIMONDS RE

ST. RIVER

68TH AVE. NE

68TH AVE. NE

SP 522

175TH

City of Kenmore

ENGINEERING DEPARTMENT
18020 68th Ave NE • PO Box 82607, Kenmore WA 98028

NOTES

KENMORE NAVIGATION CHANNEL DREDGING EXHIBIT

1

1
Of Test



City Of Kenmore, Washington

30 April 2012

TO: Rob Karlinsey, City Manager

FR: Nancy Ousley, Assistant City Manager *NKO*

RE: Local Sponsor Authority for US Army Corps of Engineers Project: Kenmore Navigation Channel

The City has been in discussion with King County and the Seattle District, US Army Corps of Engineers regarding transferring the Local Sponsor Authority for the Kenmore Navigation Channel project from King County to the City of Kenmore. The Navigation Channel project was authorized and constructed in the 1980's, in Unincorporated King County. King County's involvement with the project has been minimal since the City's incorporation in 1998, and the most recent maintenance dredging of the Channel was in 1997. Local Sponsor Authority carries certain responsibilities for an authorized Corps of Engineers project.

For your information I have attached the 1980 Local Sponsor Agreement between the US Army Corps of Engineers and King County. The Seattle District staff of the Corps of Engineers has identified a Transfer of Local Sponsor Authority agreement for Savannah Harbor, Georgia that could serve as a template for the Kenmore Navigation Channel transfer agreement. The Savannah Harbor Agreement is also attached.

The City Attorney and King County Prosecuting Attorney have reviewed the agreements and will discuss recommended changes. The US Army Corps of Engineers will have final approval of any local sponsor authority transfer agreement, and we understand this review and approval process could take as long as one year.

Attachments

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

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

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
KING COUNTY, WASHINGTON
FOR LOCAL COOPERATION AT
KENMORE NAVIGATION CHANNEL, WASHINGTON

THIS AGREEMENT entered into this 9th day of October, 1980 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and KING COUNTY, WASHINGTON (hereinafter called the "County"),

WITNESSETH THAT:

WHEREAS, construction of the Kenmore Navigation Channel Project (hereinafter called the "Project") was authorized by Section 107 of the 1960 River and Harbor Act, (Public Law 86-645) as amended, and will be constructed substantially as shown on Plan attached as Exhibit "A" hereto and made a part hereof; and

WHEREAS, the County hereby represents that it has the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the Project and by other applicable law.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees that, upon notification that the Government will commence construction of the Kenmore Navigation Channel Project substantially in accordance with Federal legislation authorizing such Project, Section 107 of Public Law 86-645, 33 U.S.C. 577, as amended, the County shall, in consideration of the Government commencing construction of such Project, fulfill the requirements of non-Federal cooperation specified in such legislation, to wit:

VIIID. Authorize the City Manager to Execute Agreement No. 12-C1030 with Anchor QEA, LLC in an Amount not to Exceed \$57,228 for Sediment Sampling and Analysis - Nancy Ousley,

a. Provide without cost to the United States, all necessary lands, easements, and rights-of-way necessary for the construction and subsequent maintenance of the project and for aids to navigation upon the request of the Chief of Engineers.

b. Hold and save the United States free from damages due to the construction, operation, and maintenance of the Project except where such damages are due to the fault or negligence of the United States or its contractors.

c. Assume full responsibility for all project costs in excess of Federal cost limitation of two million dollars, as provided in Section 133 of Public Law 94-587, approved 22 October 1976.

2. The local sponsor also agrees to provide on a voluntary basis the following items:

a. Provide without cost to the United States necessary retaining dikes, bulkheads and embankments for initial and subsequent disposal of spoil.

b. Accomplish without cost to the United States all alterations and relocations of buildings, transportation facilities, storm drains, utilities, and other structures and improvements made necessary by the construction of the project.

c. Provide without cost to the United States all lands, easements and rights-of-way necessary for the construction and subsequent maintenance of the goose nesting structures which are required for wildlife mitigation.

d. Provide and maintain without cost to the United States adequate terminal and transfer facilities open to all on equal terms.

e. Provide and maintain without cost to the United States depths in berthing areas and local access channels serving the terminals commensurate with the depths provided in the related project areas.

3. The County further agrees to:

a. To comply with Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as implemented by 32 CFR, Part 300 (issued as Department of Defense Directive 5500.11, December 28, 1964) that no person shall be excluded from participation in or be denied the benefits of or be subjected to discrimination in connection with the Project on the grounds of race, color, or national origin.

b. Comply with Sections 210 and 305 of Public Law 91-646, approved 2 January 1971, and entitled the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970."

4. The County hereby gives the Government a right to enter, at reasonable time and in a reasonable manner, upon land which it owns or controls, for access to the Project for the purpose of inspection, and the purpose of completing, operating, repairing and maintaining the Project, if such inspection shows that the County for any reason is failing to participate in the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the King County Executive, King County Courthouse, Seattle, Washington 98104.

No completion, operation, repair and maintenance by the Government in such event shall operate to relieve the County of responsibility to meet its obligations as set forth in paragraph 1 of the Agreement or to preclude the Government from pursuing any other remedy at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

KING COUNTY, WASHINGTON

APPROVED:

BY: 
LEON W. MORASKI
Colonel, Corps of Engineers
District Engineer, Seattle
Contracting Officer

By: 
King County Executive
ROBERT W. BRATTON

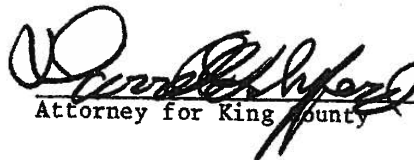
Date: 18 Oct '80

By: _____

Date: 8 OCT 1980

The foregoing agreement has been reviewed as to form and substance; consideration has been given to the effect of Section 221 of the Flood Control Act of 1970; the obligation of continued performance is not contingent upon any post-commencement act of the sponsoring agency; and the said agreement is hereby approved.

Date: Oct 3, 1980


Attorney for King County

CERTIFICATE OF AUTHORITY

I, Darroll L Syford, do hereby certify that I am the Attorney for King County, Washington, and that the County is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and King County, Washington, in connection with the Kenmore Navigation Channel Project and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611, and that the person(s) who have executed the contract on behalf of King County, Washington, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this 3rd day of Oct, 1980.



Attorney for King County

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CHATHAM COUNTY, GEORGIA
AND
THE GEORGIA DEPARTMENT OF TRANSPORTATION
FOR
THE SAVANNAH HARBOR PROJECT

THIS AGREEMENT, entered into this 8th day of December, 1999, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), CHATHAM COUNTY, GEORGIA (hereinafter the "County"), represented by the Chairman, Chatham County Commission, and GEORGIA DEPARTMENT OF TRANSPORTATION (hereinafter the "DOT"), represented by its Commissioner.

WITNESSETH, THAT:

WHEREAS, the County, by Resolutions of its Board of Commissioners, dated April 7, 1967, and April 21, 1967, respectively, resolved to act as local assurer of certain projects relative to the improvement and future maintenance of the Savannah Harbor Navigation Project and to furnish the non-Federal cooperation required by the Federal legislation authorizing the Savannah Harbor Navigation Project and by other applicable law and hold and save the Government harmless from damages due to the construction and maintenance of the Savannah Harbor Navigation Project; and,

WHEREAS, the Government and the County, entered into a Local Cooperation Agreement for the Kings Island Turning Basin, Savannah Harbor, on March 21, 1980, in which the County agreed to furnish the non-Federal cooperation required by Resolutions of the Public Works Committees of the Senate on June 15, 1976, and the House of Representatives on June 9, 1976, by the Federal legislation authorizing the Kings Island Turning Basin Project and by other applicable law and hold and save the Government harmless from damages due to the construction and maintenance of the Kings Island Turning Basin Project; and,

WHEREAS, the Government and the County, pursuant to Public Law 99-88, entered into a Local Cooperation Agreement for the construction of the Savannah Harbor Widening Project on June 20, 1986, in which the County agreed to furnish the non-Federal cooperation for the Savannah Harbor Widening Project required by the Federal legislation authorizing the Savannah Harbor Widening Project and by other applicable law and hold and save the Government harmless from damages due to the construction and maintenance of the Savannah Harbor Widening Project; and,

WHEREAS, the Government and the County, entered into an amendment to the Local Cooperation Agreement for the Savannah Harbor Widening Project on June 26, 1987, to

incorporate changes in cost sharing applicable to the Savannah Harbor Widening Project in accordance with Public Law 99-662; and,

WHEREAS, construction of the Savannah Harbor Widening Project was completed in 1992 and by written notice dated May 19, 1995 the Government notified the County of its determination that the Savannah Harbor Widening Project was complete in accordance with Article VI.C. of the Savannah Harbor Widening Project Local Cooperation Agreement; and,

WHEREAS, the Government and the County, pursuant to Section 1135(b) of Public Law 99-662, entered into a Local Cooperation Agreement for the implementation of the Closure of New Cut at Savannah Harbor and elimination of operation of the tidegate structure across Back River (hereinafter referred to as the "New Cut Project") on January 13, 1992, in which the County agreed to provide the non-Federal cooperation for the New Cut Project required by the Federal legislation authorizing the New Cut Project and by other applicable law and hold and save the Government harmless from damages due to the construction and maintenance of the New Cut Project; and,

WHEREAS, the County is desirous of being relieved of its responsibilities relating to its participation in the Savannah Harbor Navigation Project, the Kings Island Turning Basin Project, the Savannah Harbor Widening Project and the New Cut Project under the aforementioned Resolutions and the Kings Island Turning Basin Project, the Savannah Harbor Widening Project and the New Cut Project Local Cooperation Agreements; and

WHEREAS, the DOT has the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the aforementioned projects and by other applicable law and hold and save the Government harmless from damages due to the construction and maintenance of the aforementioned projects and set forth in the aforementioned Resolutions and Local Cooperation Agreements, and is willing to participate in accordance with the terms of the aforementioned Resolutions and Local Cooperation Agreements.

NOW, THEREFORE, the parties agree to modify the aforementioned Resolutions and Local Cooperation Agreements, as follows:

ARTICLE I - OBLIGATIONS OF THE PARTIES

A. Effective on the date of this Agreement, all rights, responsibilities and obligations of the County, as stated in the aforementioned Resolutions and Kings Island Turning Basin Project, Savannah Harbor Widening Project and New Cut Project Local Cooperation Agreements, shall be transferred to and assumed in full by the DOT, except as provided in paragraph B. of this Article.

B. The County shall continue to hold and save the Government harmless under the save and hold harmless provisions of the aforementioned Resolutions and Kings Island Turning Basin Project, Savannah Harbor Widening Project and New Cut Project Local Cooperation Agreements to the extent that any claim for damages concerning the Savannah Harbor Navigation Project,

Kings Island Turning Basin Project, the Savannah Harbor Widening Project and New Cut Project relate to events that occurred prior to the date of execution of this Agreement. DOT shall hold and save the Government harmless for all damages or claims for damages that do not relate to events that occurred prior to the date of execution of this Agreement, except for damages due to the fault or negligence of the Government and its contractors.

C. In the event that the DOT fails to perform the obligations under the aforementioned Resolutions and Kings Island Turning Basin Project, Savannah Harbor Widening Project and New Cut Project Local Cooperation Agreements transferred to and assigned by this Agreement, the County shall undertake such obligations. Nothing contained herein shall prevent any party to this Agreement from taking such action as is necessary to enforce its rights under the aforementioned Resolutions, Local Cooperation Agreements or this Agreement or pursue any remedy at law or in equity.

D. All other provisions of the Kings Island Turning Basin Project, the Savannah Harbor Widening Project, and the New Cut Project Local Cooperation Agreements, as amended, remain in full force and effect.

ARTICLE II - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class postage (postage pre-paid), registered, or certified mail, as follows:

IF TO THE COUNTY:

Chairman, Chatham County Board of Commissioners
Attention: Engineering Department
Post Office Box 8161
Savannah, Georgia 31412

IF TO THE DOT:

Georgia Department of Transportation
Office of the Commissioner
Attention: Office of Intermodal Programs
No. 2 Capitol Square, SW
Atlanta, Georgia 30334-1002

IF TO THE GOVERNMENT:

District Engineer
U.S. Army Engineer District, Savannah
Attention: PM-C

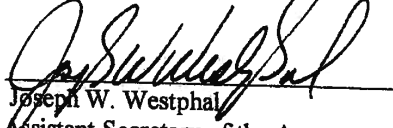
Post Office Box 889
Savannah, Georgia 31402-0889

B. A party may change the address or person to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communications made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

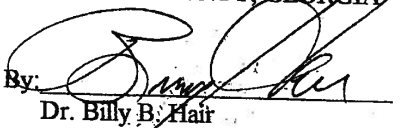
THE DEPARTMENT OF THE ARMY

By: 

Joseph W. Westphal
Assistant Secretary of the Army
(Civil Works)

DATE: 08 DEC 1999

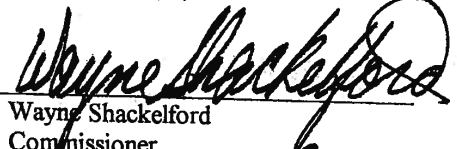
CHATHAM COUNTY, GEORGIA

By: 

Dr. Billy B. Hair
Chairman, County Board of
Commissioners

DATE: 19 Nov 1999

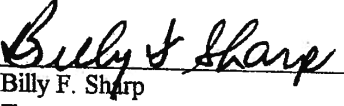
GEORGIA DEPARTMENT OF
TRANSPORTATION

By: 

Wayne Shackelford
Commissioner

DATE: 11-22-99

ATTEST:

By: 

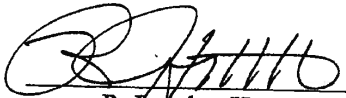
Billy F. Sharp
Treasurer

CERTIFICATE OF AUTHORITY

I, R. Jonathan Hart, do hereby certify that I am the principal legal officer of the Chatham County, that the Chatham County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the

Chatham County in connection with the Savannah Harbor Navigation Project and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as provided by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b) and that the persons who have executed this Agreement on behalf of the Chatham County have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 19th day of November, 1999.



R. Jonathan Hart
County Attorney

CERTIFICATION REGARDING LOBBYING

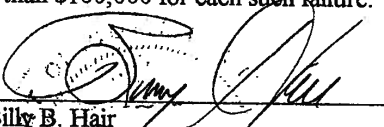
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Dr. Billy B. Hair
Chairman, Chatham County Commission

DATE: 019 Nov 1999



Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

November 23, 1999

WAYNE SHACKELFORD
COMMISSIONER
(404)656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404)656-5277

STEVEN L. PARKS
DEPUTY COMMISSIONER
(404)656-5212

BILLY F. SHARP
TREASURER
(404)656-5224

Commissioner Wayne Shackelford
No. 2 Capitol Square
Atlanta, Georgia 30334

Re: Savannah Harbor Navigation Project

Dear Commissioner Shackelford:

At the Department's request, I have reviewed the Agreement between the Georgia Department of Transportation, Chatham County, Georgia, and the Department of the Army relating to the transfer of local sponsor responsibilities for the Savannah Harbor Navigation Project from Chatham County, Georgia to the Georgia Department of Transportation.

The Georgia Department of Transportation has the authority to enter into, and the legal capability to perform, the terms of the Agreement between the Department of the Army and Chatham County, Georgia, and the Georgia Department of Transportation for the Savannah Harbor Navigation Project. This advice is consistent with the requirements of Public Law 91-611 Section 221 which governs federal projects with reimbursements by non-Federal interests such as this Project.

Additionally, in accordance with the resolution passed May 20, 1999 by the State Transportation Board, attached hereto, you are authorized as Commissioner to execute the Agreement on behalf of the Department.

Sincerely,

Sandra S. Burgess
Administrator
Office of Legal Services

SSB:ccj

Enclosure



**A Resolution
by the
State Transportation Board**

Whereas, House Document No. 226 adopted by the River and Harbor Act of 1965, Public Law 89-298 approved by Congress October 27, 1965, authorized certain projects relative to the improvement and future maintenance of Savannah River Harbor, Savannah, Georgia; and

Whereas, in accordance with said Act of Congress, it is necessary that a local agency act as a Sponsor to the United States in meeting the federal requirements in connection with the project; and

Whereas, Chatham County, Georgia, by Resolution of its Commissioners and Ex-Officio Judges Thereof, dated April 7, 1967 and April 21, 1967, respectively, resolved to act as the Local Sponsor of certain projects relative to the improvement and future maintenance of the Savannah Harbor and to furnish the non-Federal cooperation required by the Federal legislation authorizing the above mentioned Project; and

Whereas, the County is desirous of being relieved of any future responsibilities relating to its participation as the Local Sponsor for the improvement and maintenance of the Savannah Harbor, including providing without cost to the Government all lands, easements and rights-of-way required for the construction and subsequent maintenance of the Project and for other items at the request of the Government to be required in the general public interest for initial and subsequent disposal of dredged material, and including necessary retaining dikes, wasteweirs, bulkheads and embankments therefor, or the cost of such retaining works; and

Whereas, the Georgia Department of Transportation, is charged with maintaining and improving the ports, seaports or harbors of the state and has the authority and capability to act as Local Sponsor to furnish the non-Federal cooperation required by the Federal legislation authorizing the construction and maintenance of the Savannah Harbor.

Now, therefore, be it resolved, that pursuant to the provisions of O.C.G.A. 32-2-2(a)(18), the Commissioner of the Department of Transportation is authorized to do all things necessary to contract for the clearing, dredging or maintaining and the widening, deepening, and improvements to the ports, seaports or harbors of the State.

Be it further resolved that the Commissioner of the Department shall seek the concurrence of the U.S. Government regarding the implementation of this Order; and

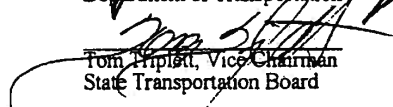
Be it further resolved that the Commissioner of the Department shall take such necessary measures to ensure that Chatham County hold and save harmless the United States and the Department free from damages due to the construction and maintenance of any and all of the projects for which the County acted as the Local Sponsor.

It is resolved that the State Transportation Board hereby directs the Commissioner of the Department to undertake all things necessary to effect the transfer of Local Sponsor responsibility for the non-Federal cooperation required by Federal legislation authorizing the Savannah Harbor maintenance and construction projects as that federal navigational project is defined by the U.S. Army Corps of Engineers now or in the future from Chatham County to the Department.

Adopted this 20th day of May, 1999.

Approved:


Wayne Shackelford, Commissioner
Department of Transportation


Tom Piplett, Vice Chairman
State Transportation Board

Attest:


Kimberly Hudgins, Secretary
State Transportation Board

CERTIFICATION REGARDING LOBBYING

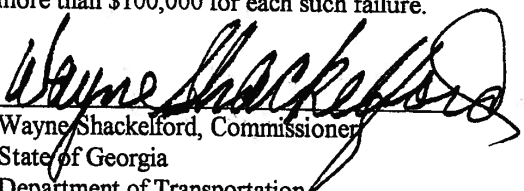
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

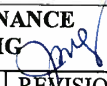
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Wayne Shackelford, Commissioner
State of Georgia
Department of Transportation

DATE: 11-22-99

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept March 2012 Financial Reports for the City of Kenmore, Washington			May 14, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2011-2012 Amended City Budget \$41,198,917		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. March 2012 Financial Reports for the City of Kenmore, Washington			
SUMMARY STATEMENT: The March monthly financial report is submitted for Council review and adoption. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2011-2012 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. A mid biennial budget review was performed and the budget was amended by Ordinance No.11-331 on November 28, 2011. The financial reports have been updated to reflect the budget amendments. March signifies the 15th month of the two year biennium, Sales tax and real estate excise tax (REET) revenues remain low, especially when compared to already low results in prior years. Development revenues overall, including impact fees, and gas taxes are not showing any improvement; however property tax collections are on target. On the national level, the unemployment rate dropped again to 8.2% in March from 8.3% in February. This was the lowest unemployment rate reported since January, 2009 at 7.8%. The Dow Jones closed in March at 13,212, an increase from 12,952 reported at the end of February.			
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 March 2012 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 		REVIEWED BY CITY ATTORNEY: N/A	APPROVED BY CITY MANAGER: 
TODAY'S DATE: April 30, 2012	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK) i:\admin & finance\monthly reports\2012\mar ab summary.docx



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director 
DATE: April 27, 2012
RE: March 2012 Financial Reports for the City of Kenmore, Washington

March 2012 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

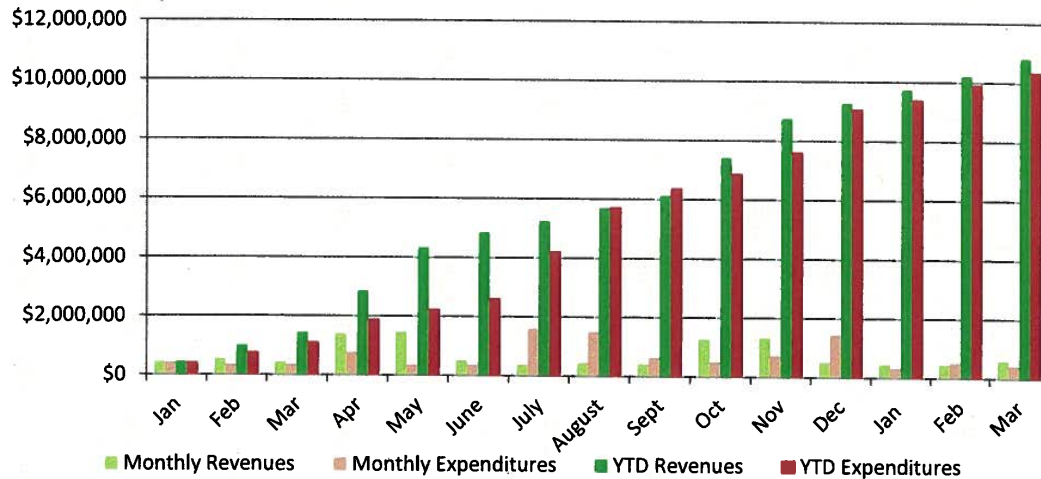
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the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

In the context of the biennial budget, March is the fifteenth month (63%) of the 2011-2012 biennial budget period.

For the month of March, revenues exceeded expenditures in the General Fund by **\$169,865**.

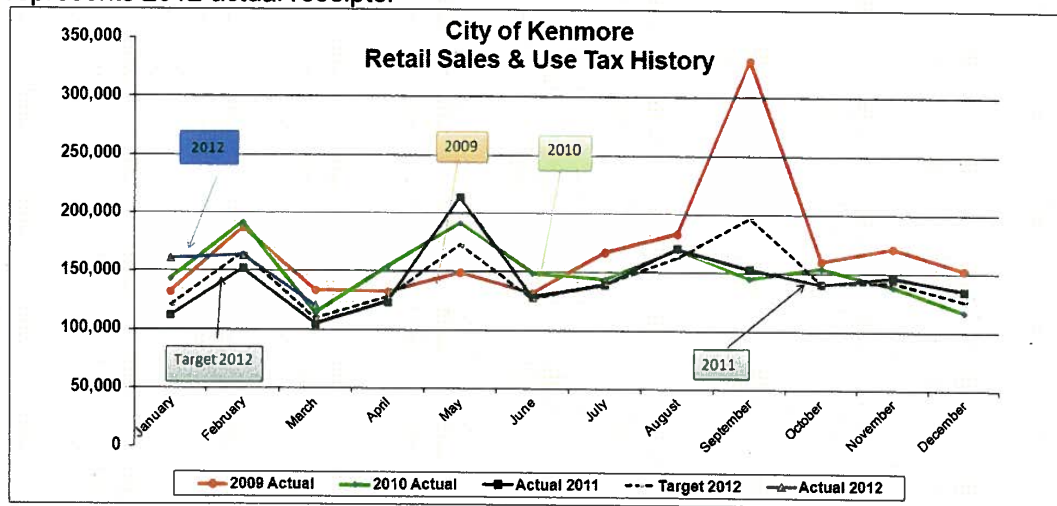
City of Kenmore, Washington
Monthly Financial Report
March 2012

The following chart illustrates the monthly revenue and expenditure activity in the General Fund through March, 2012.

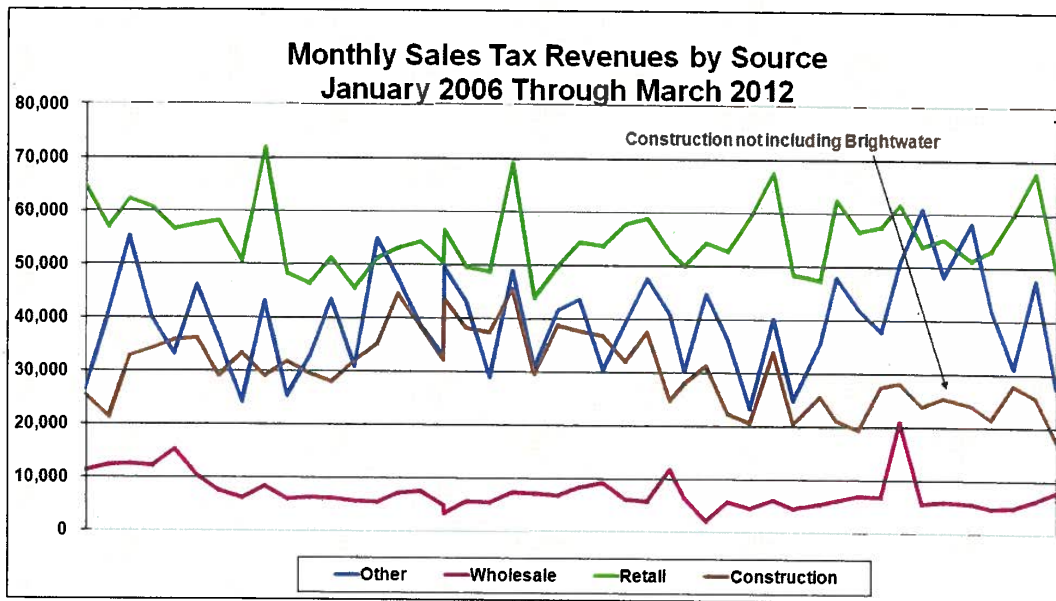


Total **revenues** for the month were **\$604,627**. Biennium to date revenues are \$10,832,335 which is 57% of the amended budgeted revenues of \$18,945,596. Primary sources of revenue for the month included property taxes in the amount of \$190,083, retail sales and use taxes in the amount of \$120,753, and utility taxes in the amount of \$141,407. Note that year to date franchise fees are unusually high because two of the 2010 quarterly payments (total of \$121,674) were remitted to the City in early 2011.

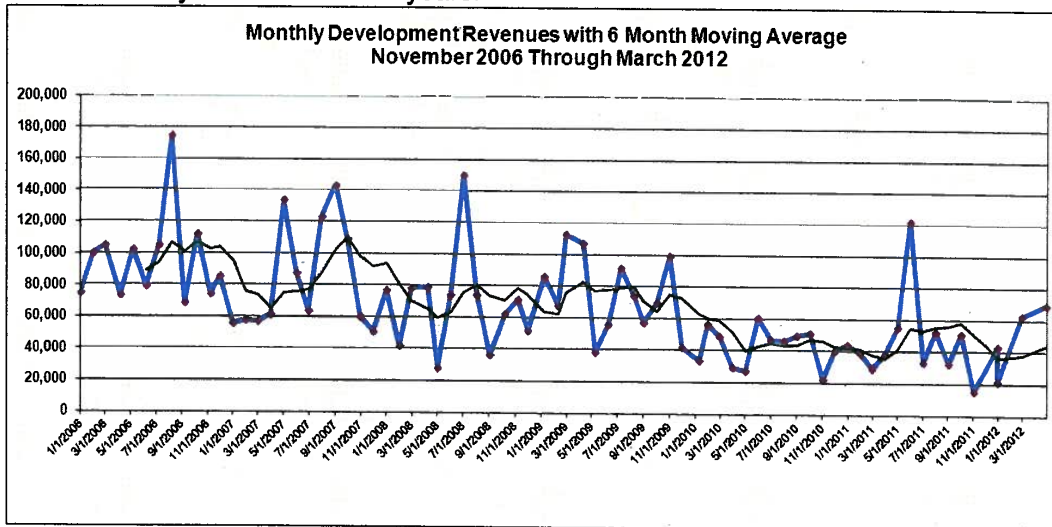
A summary of sales tax revenues received in March is attached. These receipts are based on January sales activity and have been tracking lower each month than the previous three years. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2012 line is a monthly average of actual receipts by month during 2009, 2010, and 2011. The blue line represents 2012 actual receipts.



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2006 through March 2012. Construction sales taxes are shown without the benefit of the Brightwater construction project and are declining. This category previously had the benefit of the city hall, Bastyr dorms, fire station and library construction projects which have been completed. Other segments have not yet experienced significant, prolonged downturns; however construction and manufacturing receipts have definitely fallen off.



Development revenues are also declining noticeably. The following chart illustrates the revenue activity over the last five years.



There have been many questions about the impact to cities from the State's changes to the liquor tax and revolving fund (profits) distributions. On April 24, AWC held a conference call on this topic for all interested parties and provided a spreadsheet example to assist in determining local impacts.

In summary, the City will be affected as follows:

Liquor Excise Tax

Temporary take-away: Kenmore will lose 4 quarterly distributions of liquor excise tax, beginning with the October 2012 distribution which would be approximately \$25,000, affecting the current budget. The other quarterly distributions that Kenmore will not receive would be January 2013, April, 2013, and July, 2013. The lost revenue in 2013 would be about \$83,000 which will impact the next biennial budget. Distributions will resume October 2013.

Permanent take-away: After October, 2013, Kenmore's annual liquor excise tax distributions will be permanently reduced by \$38,000, a prorated share of \$10M per year. The City can expect to receive one quarterly distribution of this additional revenue from Initiative-1183 for July 1 to September 30, 2013, which would be \$9,500, but that would be all.

Liquor Profits (Revolving Fund)

Capped: The City will continue to receive liquor profits. Distributions after July, 2012 will be capped at 2011 levels ("a comparable period") of \$156,000 annually plus Kenmore will also receive \$38,000 annually, a prorated share of the additional \$10M for public safety resulting from Initiative 1183. This will not result in a significant budget impact for 2012; however as a revenue source for cities, there will no longer be any growth.

March 2012 expenditures were \$434,762. Biennium to date expenditures are \$10,357,232 which is 55% of the amended budget expenditures of \$18,914,946. As happens each year, the City has not yet begun receiving the monthly charges for the 2012 Police Services Contract. The 2012 contract cost is \$2,990,610 and monthly billings of \$249,217 are expected to begin in May or June. This affects the year to date expenditures which appear unusually low at this point.

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

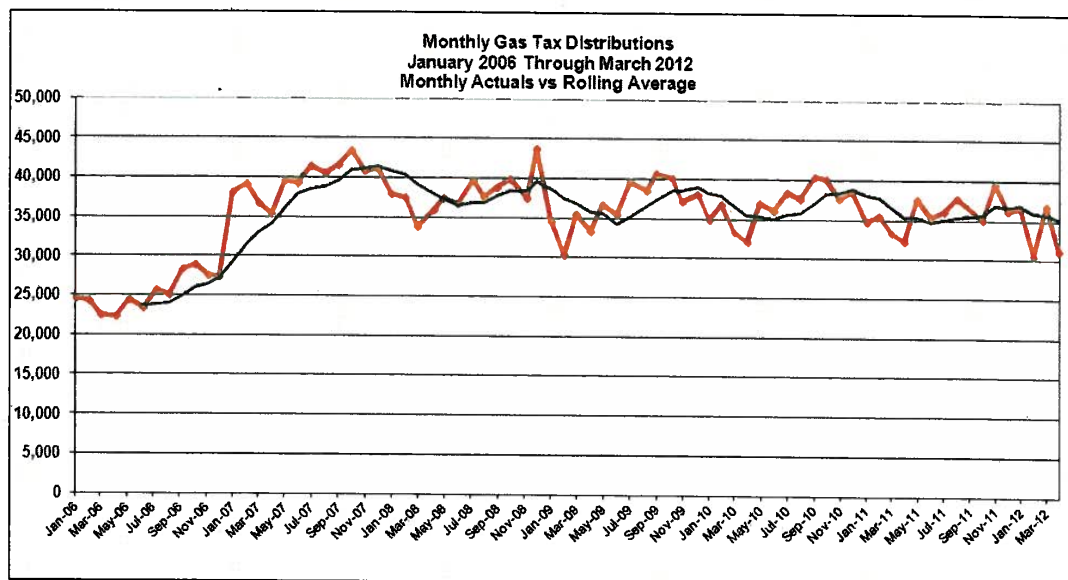
OTHER FUNDS

The March cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of February, totaled \$14,795,261. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2011-2012 biennial budget.

The following transactions and activities were of note during the month of March. Total other fund (non General Fund) revenues were \$438,332 and total other fund (non-General Fund) expenditures were \$1,003,645.

In the **Street Fund** revenue from gas tax distributions was \$31,180.

The following chart shows recent gas tax receipts through March, 2012. The price of gas has been increasing steadily the last two months, although revenues are not expected to rise due to economizing by the public and increased use of fuel efficient vehicles.



In the **Arterial Street Fund**, \$63,245 was received from Northshore Fire District, which was reimbursement for fire district work performed related to the SR 522 project. We also received \$14,456 from the Northshore Utility District, which was reimbursement for work related to the 145th St traffic signal project.

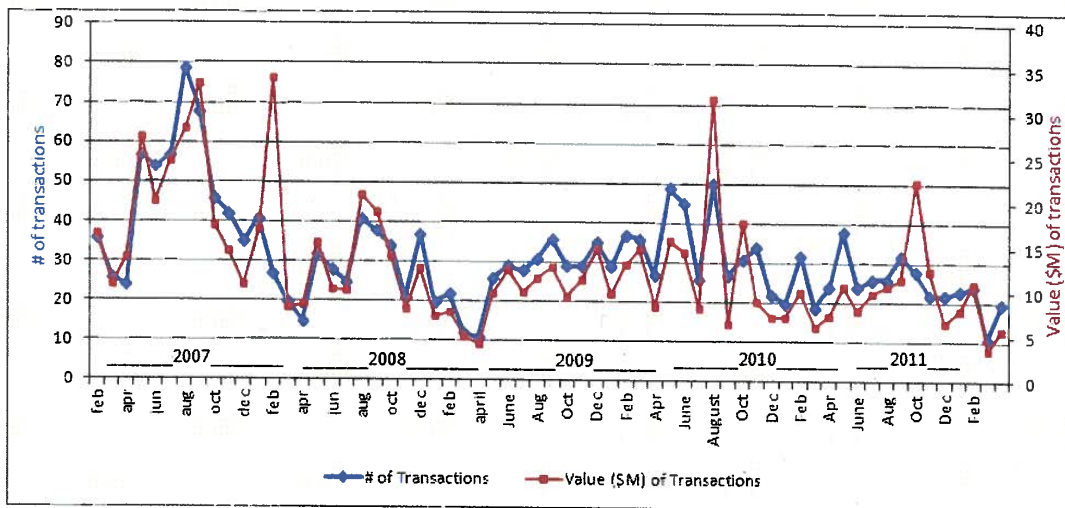
Expenditures in the Arterial Street Fund consisted of \$13,056 being expended on SR 522 Phase I and Phase II projects. A total of \$125,431 was spent on various other transportation projects including the NE 145th St. Traffic Signal & 61st Ave/NE 181st Traffic Signal.

The **Surface Water Management Fund** received \$120,753 of King County Conservation Futures tax funds in March which reimbursed the City for one half of the purchase price of the property at 18546 73rd Ave NE which was acquired in 2010.

The **Capital Projects Fund** includes a disbursement of \$700,000 to RECP/UP Kenmore, LP. This payment was in settlement of terminating the ground lease and development agreement (DDA) for the Kenmore Village by the Lake project. A recommended budget amendment and transfer from the General Fund will be brought to the Council for approval prior to the end of 2012.

The **Municipal Capital Fund** received \$29,021 of real estate excise taxes (REET) in March from sales activity that occurred in February. 20 transactions were reported this month.

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



SUMMARY

This concludes the financial report for the City of Kenmore as of **March 31, 2012**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

**City of Kenmore, Washington
General Fund Summary Report
March 31, 2012**



	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	BIENNIUM TO DATE	% of	AMENDED BUDGET	BIENNIUM TO DATE BIENNIUM BUDGET		
	March	2011-2012	BUDGET	2011-2012	March-2010	2009-2010	2009-2010
REVENUES							
Beginning Fund Balance				4,941,884			3,683,966
Property Taxes	190,083	4,396,928	53.3%	8,254,387	123,518	4,125,987	7,870,521
Sales and Use Taxes	150,162	2,682,896	61.8%	4,339,202	142,923	2,827,303	4,486,179
Utility Taxes	141,407	1,842,653	61.4%	3,002,082	138,340	1,910,596	3,001,932
Other Taxes	0	34,767	33.4%	104,104	0	287,459	145,900
Development Fees & Permits	70,232	712,228	49.5%	1,439,095	48,711	1,041,412	1,803,313
Franchise Fees	0	459,762	70.7%	650,588	0	307,302	466,900
Intergovernmental and Grants	33,877	442,675	58.1%	761,476	57,152	556,576	760,841
Investment Interest	16,840	57,851	103.3%	56,000	11,293	51,310	180,000
Fines and Forfeitures	3	667	0.0%	0	0	54,723	0
Transfers and Other Revenues	2,023	201,908	59.6%	338,662	497	35,798	235,220
Total Revenues	604,627	10,832,335	57.2%	18,945,596	522,434	11,198,466	18,950,806
Total Revenues & Beginning Fund Balance		15,774,219		23,887,480			22,634,772

	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	BIENNIUM TO DATE	% of	AMENDED BUDGET	BIENNIUM TO DATE BIENNIUM BUDGET		
	March	2011-2012	BUDGET	2011-2012	March-2010	2009-2010	2009-2010
EXPENDITURES							
Cost Center							
City Council	8,784	155,219	71.3%	217,644	9,903	124,323	184,307
City Manager	130,086	1,160,837	64.6%	1,796,600	48,462	974,816	1,576,240
City Clerk	20,340	323,938	60.4%	536,261	17,957	309,828	503,323
Finance	27,212	379,433	59.4%	639,213	18,388	312,887	484,516
Legal	31,971	328,304	66.4%	494,285	28,662	316,375	415,000
Non-Departmental	12,436	1,304,342	85.1%	1,532,818	22,337	1,147,416	1,774,827
Interfund Transfers	0	600,000	38.4%	1,564,000	0	1,371,095	3,296,095
Public Safety	40,105	3,510,205	48.9%	7,179,563	42,539	3,576,714	6,969,090
Engineering	47,007	638,917	61.1%	1,045,741	28,668	425,571	1,197,788
Planning & Community Dev	26,557	407,823	57.2%	712,632	74,630	1,721,973	3,358,755
Land Dev & Permitting	44,778	690,176	46.0%	1,501,147		0	0
Parks & Facility Maintenance	45,484	858,040	50.6%	1,695,042	22,969	501,737	1,001,942
Total Expenditures	434,762	10,357,232	54.8%	18,914,946	314,515	10,782,735	20,761,883
Ending Fund Balance		5,416,987		4,972,534			1,872,888
Total Expenditures and Ending Fund Balance		15,774,219		23,887,480			22,634,771

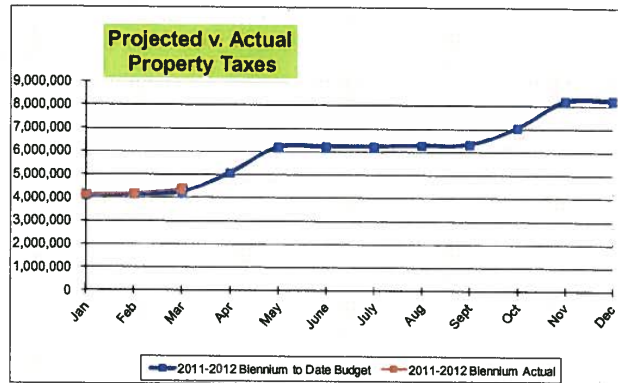
**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2012**

PROPERTY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	4,106,660	4,148,487
Jan	4,117,631	4,160,305
Feb	4,160,871	4,206,845
Mar	4,286,519	4,396,928
Apr	5,093,799	
May	6,232,010	
June	6,256,835	
July	6,269,341	
Aug	6,307,069	
Sept	6,363,212	
Oct	7,075,307	
Nov	8,218,454	
Dec	8,254,387	
2011 -2012	8,254,387	

Year To Date
Actual v. Projected

103%

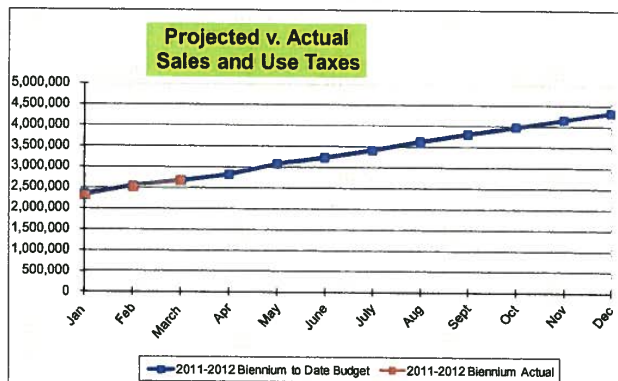


SALES, USE, CRIM JUSTICE TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	2,219,601	2,132,545
Jan	2,362,463	2,326,110
Feb	2,554,821	2,532,733
March	2,687,494	2,682,896
Apr	2,839,881	
May	3,092,170	
June	3,252,582	
July	3,424,707	
Aug	3,631,506	
Sept	3,818,666	
Oct	3,992,212	
Nov	4,172,191	
Dec	4,339,202	
2011 -2012	4,339,202	

Year To Date
Actual v. Projected

100%

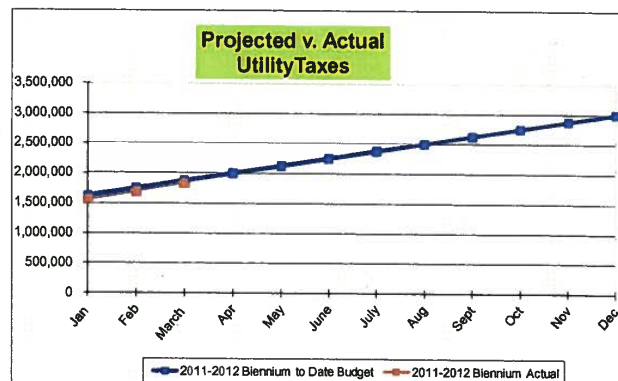


UTILITY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	1,501,040	1,419,668
Jan	1,626,127	1,564,593
Feb	1,751,213	1,701,246
March	1,876,300	1,842,653
Apr	2,001,387	
May	2,126,473	
June	2,251,560	
July	2,376,647	
Aug	2,501,733	
Sept	2,626,820	
Oct	2,751,907	
Nov	2,876,993	
Dec	3,002,080	
2011 -2012	3,002,080	

Year To Date
Actual v. Projected

98%



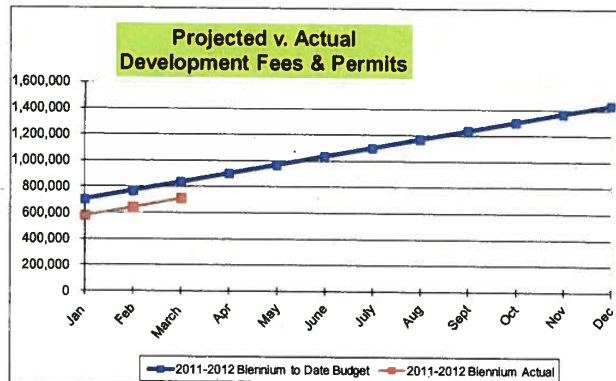
**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2012**

DEVELOPMENT FEES & PERMITS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	639,292	557,183
Jan	705,942	579,019
Feb	772,593	641,996
March	839,243	712,228
Apr	905,893	
May	972,543	
June	1,039,194	
July	1,105,844	
Aug	1,172,494	
Sept	1,239,144	
Oct	1,305,795	
Nov	1,372,445	
Dec	1,439,095	
2011 -2012	1,439,095	

Year To Date
Actual v. Projected

85%

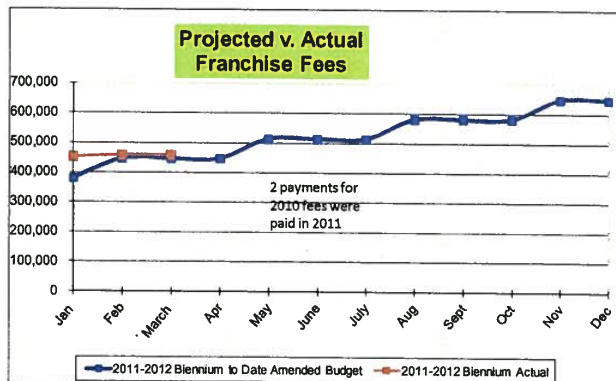


FRANCHISE FEES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	381,294	394,363
Feb	381,294	453,289
March	448,618	459,762
Apr	448,618	459,762
May	515,941	
June	515,941	
July	515,941	
Aug	583,265	
Sept	583,265	
Oct	583,265	
Nov	650,588	
Dec	650,588	
2011 -2012	650,588	

Year To Date
Actual v. Projected

102%

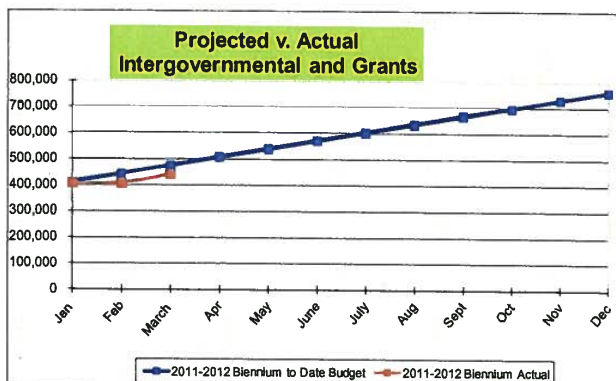


INTERGOVERNMENTAL & GRANTS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	380,738	370,347
Jan	412,466	408,798
Feb	444,194	408,798
March	475,923	442,675
Apr	507,651	
May	539,379	
June	571,107	
July	602,835	
Aug	634,563	
Sept	666,292	
Oct	698,020	
Nov	729,748	
Dec	761,476	
2011 -2012	761,476	

Year To Date
Actual v. Projected

93%



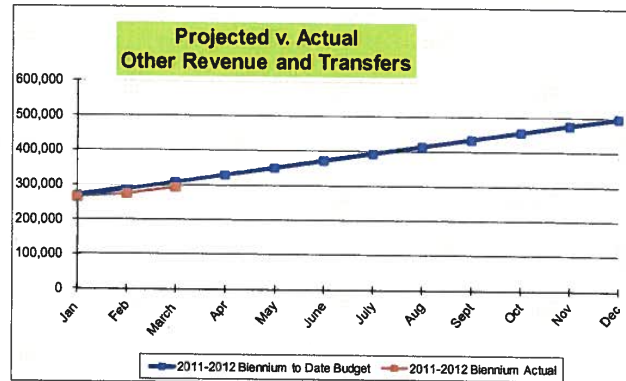
**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2012**

OTHER REVENUES AND TRANSFERS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	249,383	264,912
Jan	270,165	266,622
Feb	290,947	276,326
March	311,729	295,192
Apr	332,511	
May	353,293	
June	374,075	
July	394,856	
Aug	415,638	
Sept	436,420	
Oct	457,202	
Nov	477,984	
Dec	498,766	
2011 -2012	498,766	

Year To Date
Actual v. Projected

95%

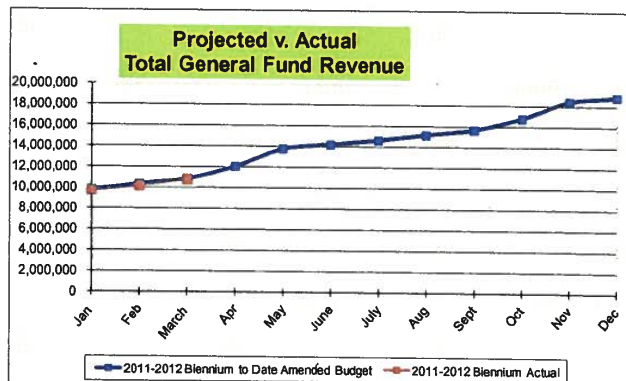


TOTAL GENERAL FUND REVENUE

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	9,876,089	9,758,736
Feb	10,423,257	10,227,707
March	10,925,825	10,832,334
Apr	12,129,740	
May	13,831,811	
June	14,261,294	
July	14,690,172	
Aug	15,246,269	
Sept	15,733,820	
Oct	16,863,708	
Nov	18,498,404	
Dec	18,945,595	
2011 -2012	18,945,595	

Year To Date
Actual v. Projected

99.14%



**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2012**

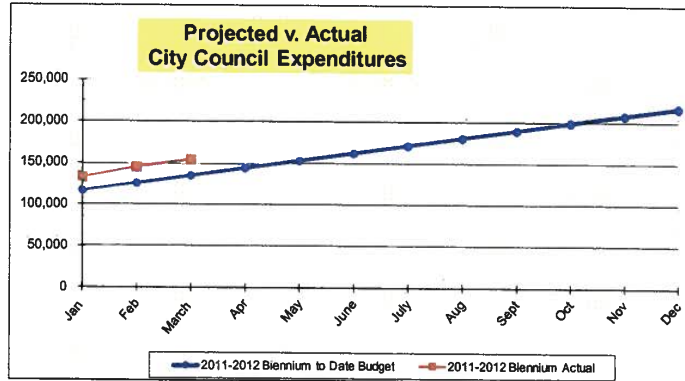
CITY COUNCIL

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	108,797	127,749
Jan	117,868	133,976
Feb	126,938	146,435
March	136,009	155,219
Apr	145,079	
May	154,150	
June	163,221	
July	172,291	
Aug	181,362	
Sept	190,432	
Oct	199,503	
Nov	208,573	
Dec	217,644	
2011-2012	217,644	

Year To Date

Actual v. Projected

114%



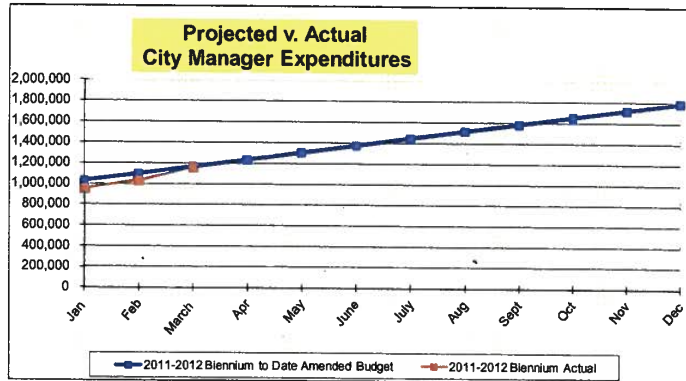
CITY MANAGER

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	959,734	912,314
Jan	1,029,473	954,492
Feb	1,099,212	1,030,751
March	1,168,951	1,160,837
Apr	1,238,689	
May	1,308,428	
June	1,378,167	
July	1,447,906	
Aug	1,517,645	
Sept	1,587,384	
Oct	1,657,122	
Nov	1,726,861	
Dec	1,796,600	
2011-2012	1,796,600	

Year To Date

Actual v. Projected

99%



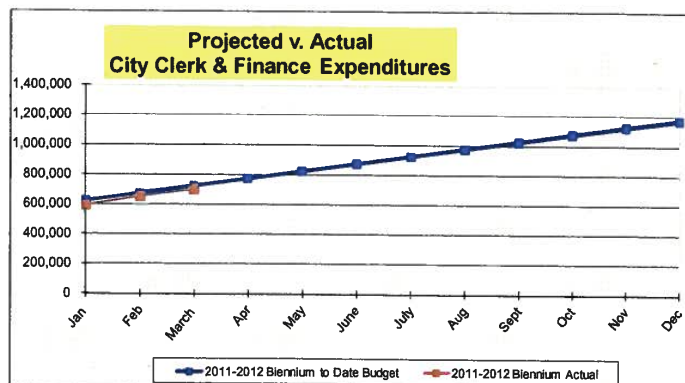
CITY CLERK & FINANCE

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	577,181	550,087
Jan	627,039	593,676
Feb	676,897	655,819
March	726,754	703,370
Apr	776,612	
May	826,470	
June	876,328	
July	926,185	
Aug	976,043	
Sept	1,025,901	
Oct	1,075,759	
Nov	1,125,616	
Dec	1,175,474	
2011-2012	1,175,474	

Year To Date

Actual v. Projected

97%



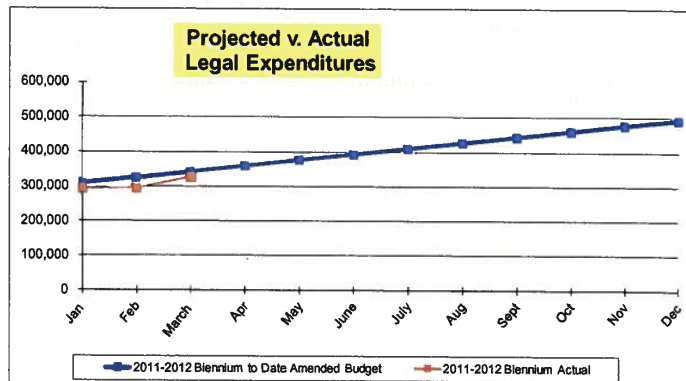
**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2012**

LEGAL

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	295,785	294,320
Jan	312,327	294,320
Feb	328,868	296,333
March	345,410	328,304
Apr	361,952	
May	378,493	
June	395,035	
July	411,577	
Aug	428,118	
Sept	444,660	
Oct	461,202	
Nov	477,743	
Dec	494,285	
2011-2012	494,285	

Year To Date
Actual v. Projected

95%

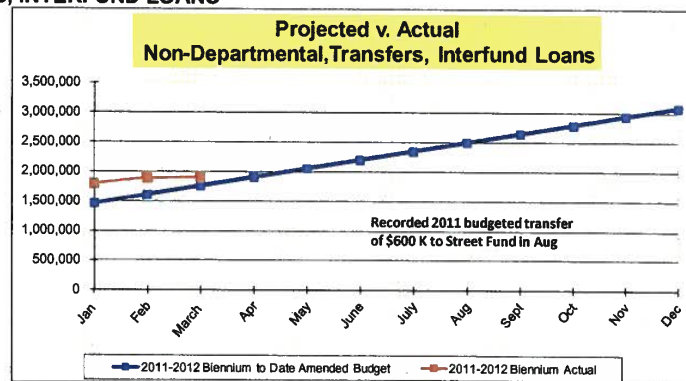


NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	1,323,203	1,671,568
Jan	1,471,004	1,799,662
Feb	1,618,806	1,891,906
March	1,766,607	1,904,342
Apr	1,914,408	
May	2,062,209	
June	2,210,011	
July	2,357,812	
Aug	2,505,613	
Sept	2,653,414	
Oct	2,801,216	
Nov	2,949,017	
Dec	3,096,818	
2011-2012	3,096,818	

Year To Date
Actual v. Projected

108%

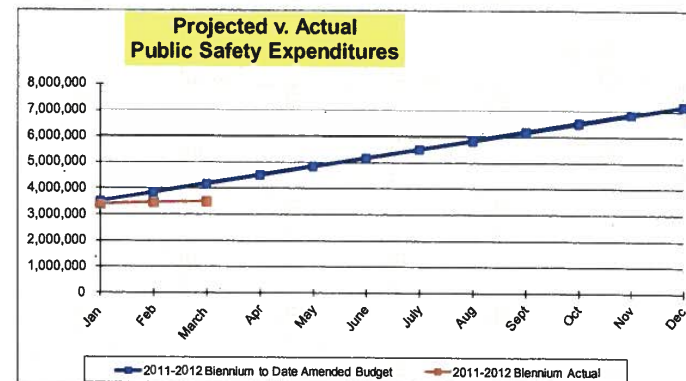


PUBLIC SAFETY

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	3,196,106	3,403,896
Jan	3,528,061	3,406,200
Feb	3,860,016	3,470,100
March	4,191,970	3,510,205
Apr	4,523,925	
May	4,855,880	
June	5,187,835	
July	5,519,789	
Aug	5,851,744	
Sept	6,183,699	
Oct	6,515,654	
Nov	6,847,608	
Dec	7,179,563	
2011-2012	7,179,563	

Year To Date
Actual v. Projected

90%



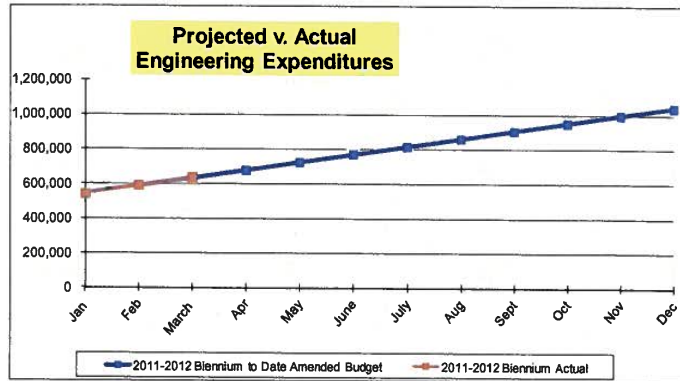
**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2012**

ENGINEERING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	501,361	503,575
Jan	546,726	543,221
Feb	592,091	591,909
March	637,456	638,917
Apr	682,821	
May	728,186	
June	773,551	
July	818,916	
Aug	864,281	
Sept	909,646	
Oct	955,011	
Nov	1,000,376	
Dec	1,045,741	
2011-2012	1,045,741	

Year To Date
Actual v. Projected

100%

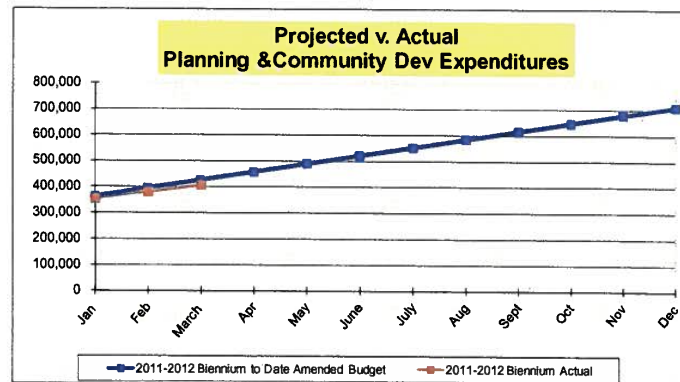


PLANNING & COMMUNITY DEV

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	333,878	330,213
Jan	365,441	355,355
Feb	397,004	381,265
March	428,567	407,823
Apr	460,129	
May	491,692	
June	523,255	
July	554,818	
Aug	586,381	
Sept	617,944	
Oct	649,506	
Nov	681,069	
Dec	712,632	
2011-2012	712,632	

Year To Date
Actual v. Projected

95%

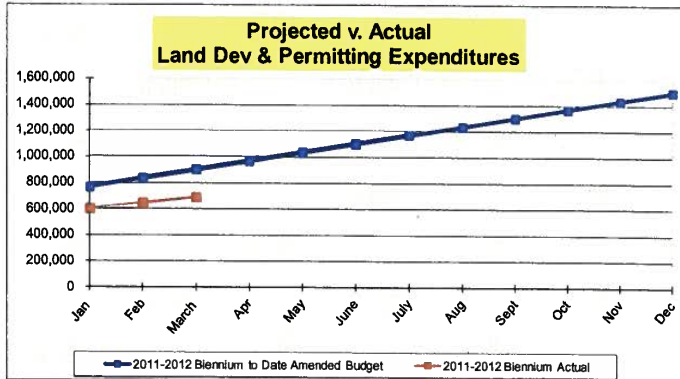


LAND DEV & PERMITTING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	701,782	560,680
Jan	768,396	602,819
Feb	835,010	645,397
March	901,623	690,176
Apr	968,237	
May	1,034,851	
June	1,101,465	
July	1,168,078	
Aug	1,234,692	
Sept	1,301,306	
Oct	1,367,920	
Nov	1,434,533	
Dec	1,501,147	
2011-2012	1,501,147	

Year To Date
Actual v. Projected

77%



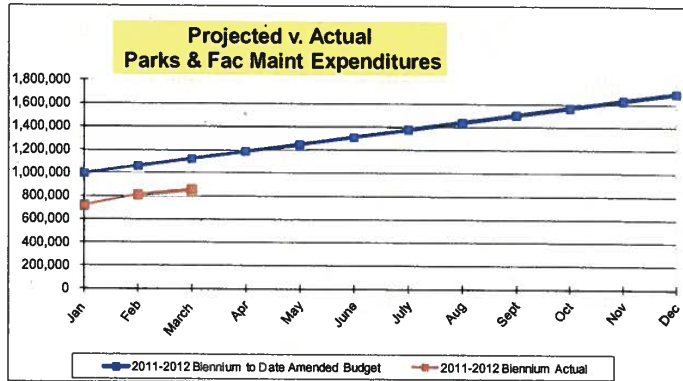
**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2012**

PARKS & FACILITY MAINT

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	941,976	715,261
Jan	1,004,732	719,947
Feb	1,067,487	812,556
March	1,130,243	858,040
Apr	1,192,998	
May	1,255,754	
June	1,318,509	
July	1,381,265	
Aug	1,444,020	
Sept	1,506,776	
Oct	1,569,531	
Nov	1,632,287	
Dec	1,695,042	
2011-2012	1,695,042	

Year To Date
Actual v. Projected

76%

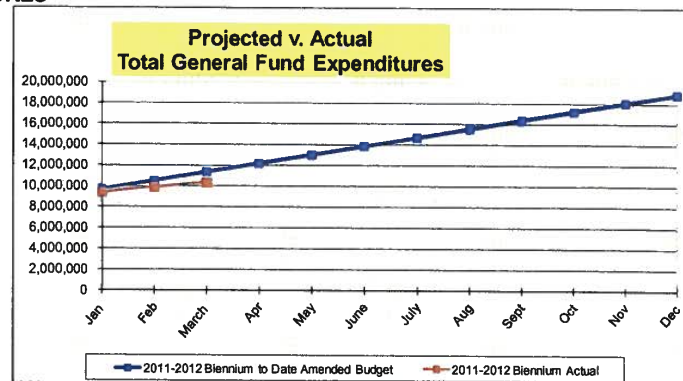


TOTAL GENERAL FUND EXPENDITURES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	9,771,065	9,403,668
Feb	10,602,327	9,922,471
March	11,433,589	10,357,232
Apr	12,264,851	
May	13,096,113	
June	13,927,375	
July	14,758,636	
Aug	15,589,898	
Sept	16,421,160	
Oct	17,252,422	
Nov	18,083,684	
Dec	18,914,946	
2011-2012	18,914,946	

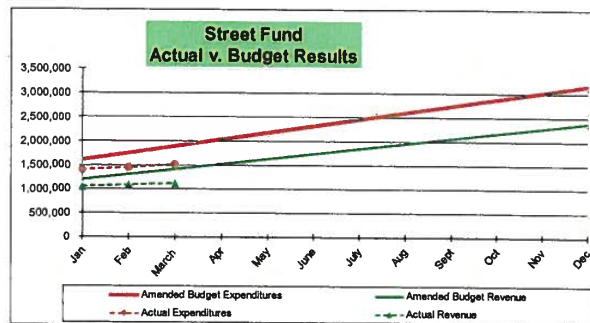
Year To Date
Actual v. Projected

90.59%



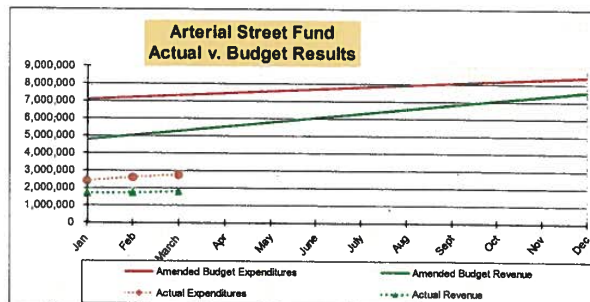
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2012**

STREET FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	1,475,084	1,395,044	1,097,749	1,036,456
Jan	1,615,541	1,414,739	1,205,830	1,087,023
Feb	1,756,018	1,465,263	1,313,912	1,103,823
March	1,896,496	1,525,971	1,421,993	1,135,003
Apr	2,036,973		1,530,074	
May	2,177,450		1,638,155	
June	2,317,927		1,746,237	
July	2,458,404		1,854,318	
Aug	2,598,881		1,962,399	
Sept	2,739,359		2,070,480	
Oct	2,879,836		2,178,562	
Nov	3,020,313		2,286,643	
Dec	3,160,790		2,394,724	
2011-2012	3,160,790		2,394,724	
Total Actual to Date vs Total Budget		48%		47%



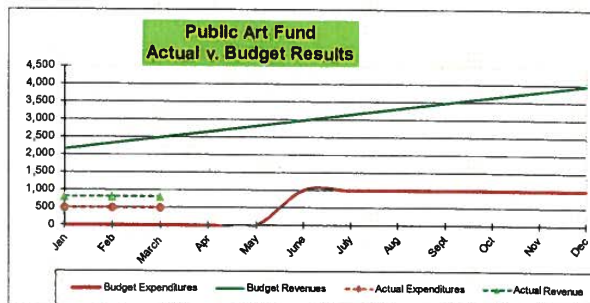
The Street Fund accounts for street maintenance operations, funded by the State's fuel tax and transfers from the General Fund.

ARTERIAL STREET FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	6,972,098	2,438,721	4,534,097	1,751,881
Jan	7,092,777	2,428,890	4,787,436	1,751,881
Feb	7,213,455	2,632,429	5,040,775	1,770,381
March	7,334,134	2,770,918	5,294,114	1,848,083
Apr	7,454,812		5,547,452	
May	7,575,491		5,800,791	
June	7,696,169		6,054,130	
July	7,816,848		6,307,469	
Aug	7,937,526		6,560,808	
Sept	8,058,205		6,814,147	
Oct	8,178,883		7,067,485	
Nov	8,299,562		7,320,824	
Dec	8,420,240		7,574,163	
2011-2012	8,420,240		7,574,163	
Total Actual to Date vs Total Budget		33%		24%



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

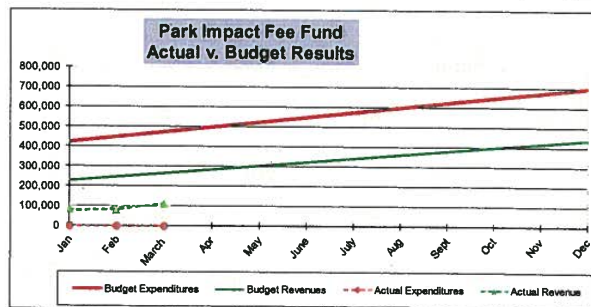
PUBLIC ART FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	500	500	1,982	819
Jan	0	500	2,148	819
Feb	0	500	2,315	819
March	0	500	2,481	819
Apr	0		2,648	
May	0		2,814	
June	1,000		2,981	
July	1,000		3,147	
Aug	1,000		3,313	
Sept	1,000		3,480	
Oct	1,000		3,646	
Nov	1,000		3,813	
Dec	1,000		3,979	
2011-2012	1,000		3,979	
Total Actual to Date vs Total Budget		50%		21%



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.

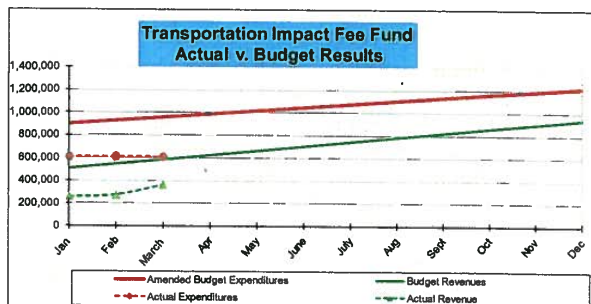
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2012**

PARK IMPACT FEE FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	400,000	0	209,183	76,853
Jan	425,000	0	228,496	84,150
Feb	450,000	0	247,810	89,015
March	475,000	0	267,123	115,771
Apr	500,000		286,436	
May	525,000		305,749	
June	550,000		325,063	
July	575,000		344,376	
Aug	600,000		363,689	
Sept	625,000		383,002	
Oct	650,000		402,316	
Nov	675,000		421,629	
Dec	700,000		440,942	
2011-2012	700,000		440,942	
Total Actual to Date vs Total Budget		0%		28%



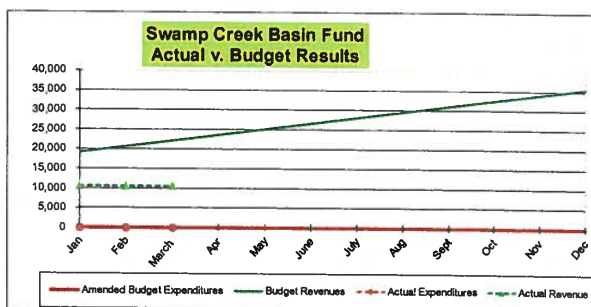
This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements. In the 2011-2012 budget, expenditures represent transfers to Municipal Capital Fund for improvements to City parks.

TRANSPORTATION IMPACT FEE FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	871,255	810,628	470,962	239,206
Jan	900,422	810,628	510,379	263,465
Feb	929,588	810,628	549,795	278,637
March	958,755	810,628	589,212	388,587
Apr	987,922		628,629	
May	1,017,088		668,045	
June	1,046,255		707,462	
July	1,075,422		746,879	
Aug	1,104,588		786,295	
Sept	1,133,755		825,712	
Oct	1,162,922		865,129	
Nov	1,192,088		904,545	
Dec	1,221,255		943,962	
2011-2012	1,221,255		943,962	
Total Actual to Date vs Total Budget		50%		39%



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

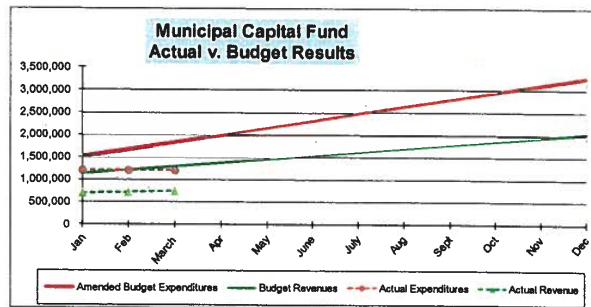
SWAMP CREEK BASIN FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	0	0	17,721	10,650
Jan	0	0	19,212	10,650
Feb	0	0	20,703	10,650
March	0	0	22,194	10,650
Apr	0		23,685	
May	0		25,176	
June	0		26,667	
July	0		28,158	
Aug	0		29,649	
Sept	0		31,140	
Oct	0		32,631	
Nov	0		34,122	
Dec	0		35,613	
2011-2012	0		35,613	
Total Actual to Date vs Total Budget		0%		30%



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

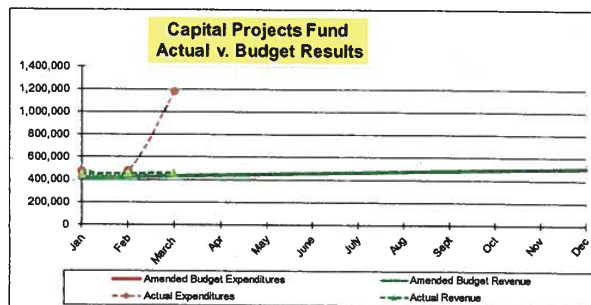
City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2012

MUNICIPAL CAPITAL FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	1,364,344	1,211,586	1,063,582	658,183
Jan	1,522,557	1,211,586	1,144,812	713,386
Feb	1,690,769	1,211,586	1,226,042	731,450
March	1,838,982	1,211,586	1,307,272	761,141
Apr	1,997,194		1,388,502	
May	2,155,407		1,469,732	
June	2,313,619		1,550,962	
July	2,471,832		1,632,191	
Aug	2,630,044		1,713,421	
Sept	2,788,257		1,794,651	
Oct	2,946,469		1,875,881	
Nov	3,104,682		1,957,111	
Dec	3,262,894		2,038,341	
2011-2012	3,262,894		2,038,341	
Total Actual to Date vs Total Budget		37%		37%



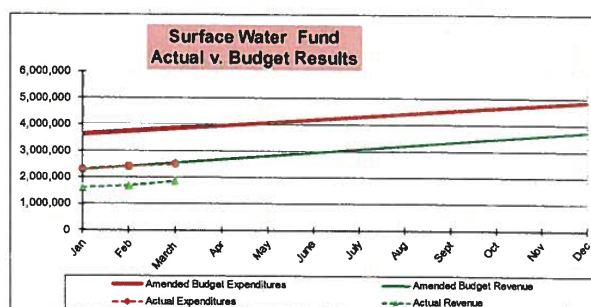
The Municipal Capital Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include park improvements and transfers to the Arterial Street Fund for transportation improvements.

CAPITAL PROJECTS FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	412,410	474,789	408,813	447,634
Jan	420,361	477,873	415,252	452,625
Feb	428,312	479,334	423,691	459,269
March	436,263	1,183,893	432,130	464,260
Apr	444,213		440,568	
May	452,164		449,007	
June	460,115		457,446	
July	468,066		465,885	
Aug	476,017		474,324	
Sept	483,968		482,763	
Oct	491,918		491,201	
Nov	499,869		499,640	
Dec	507,820		508,079	
2011-2012	507,820		508,079	
Total Actual to Date vs Total Budget		233%		91%



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

SURFACE WATER MANAGEMENT FUND				
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	3,504,478	2,301,189	2,172,824	1,804,654
Jan	3,617,978	2,320,252	2,303,517	1,822,286
Feb	3,731,478	2,428,578	2,434,408	1,702,096
March	3,844,977	2,517,079	2,585,302	1,880,583
Apr	3,958,477		2,696,194	
May	4,071,977		2,827,067	
June	4,185,477		2,957,979	
July	4,298,976		3,088,872	
Aug	4,412,476		3,219,764	
Sept	4,525,976		3,350,657	
Oct	4,639,476		3,481,549	
Nov	4,752,975		3,612,442	
Dec	4,866,475		3,743,334	
2011-2012	4,866,475		3,743,334	
Total Actual to Date vs Total Budget		52%		50%

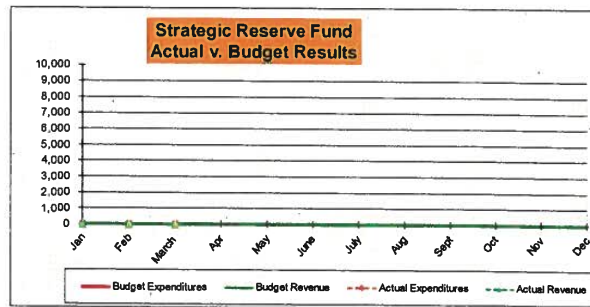


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2012**

STRATEGIC RESERVE FUND

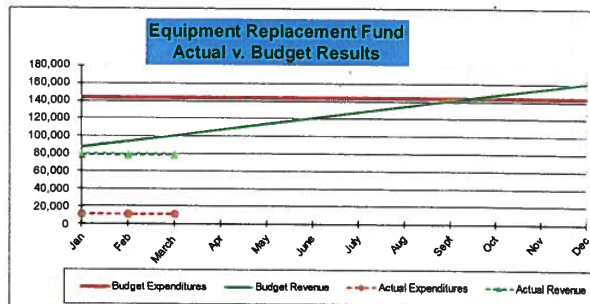
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0		0	
May	0		0	
June	0		0	
July	0		0	
Aug	0		0	
Sept	0		0	
Oct	0		0	
Nov	0		0	
Dec	0		0	
2011-2012	0		0	
Total Actual to Date vs Total Budget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



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

EQUIPMENT REPLACEMENT FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	143,497	11,385	81,072	79,164
Jan	143,497	11,385	87,776	79,164
Feb	143,497	11,385	94,480	79,164
March	143,497	11,385	101,184	79,164
Apr	143,497		107,888	
May	143,497		114,592	
June	143,497		121,296	
July	143,497		128,000	
Aug	143,497		134,704	
Sept	143,497		141,408	
Oct	143,497		148,112	
Nov	143,497		154,816	
Dec	143,497		161,520	
2011-2012	143,497		161,520	
Total Actual to Date vs Total Budget		8%		49%



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

City of Kenmore, Washington
All Funds Cash Summary
March 31, 2012



	2009-2010		2011-2012	
	BIENNIUM	AMENDED BUDGET	March	BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	2,748,258	4,941,884		4,941,884
Interfund Loan Repayment	6,850,000	0		0
Revenues	18,944,234	18,945,595	604,627	10,832,335
Total Sources	28,542,492	23,887,479	604,627	15,774,219
Interfund Loans	5,350,000	0		0
Expenditures	18,262,703	18,914,946	434,762	10,357,232
Ending Cash	4,929,789	4,972,533		5,416,987
Total Uses	28,542,492	23,887,479	434,762	15,774,219
STREET FUND				
Beginning Cash	228,568	2,040,582		2,040,582
Interfund Loan	3,550,000	0		0
Revenues	8,568,320	2,394,724	31,180	1,135,003
Total Sources	12,346,888	4,435,306	31,180	3,175,585
Interfund Loan Repaid	6,150,000	0		0
Expenditures	4,156,306	3,160,790	60,708	1,525,971
Ending Cash	2,040,582	1,274,516		1,649,614
Total Uses	12,346,888	4,435,306	60,708	3,175,585
ARTERIAL STREET FUND				
Beginning Cash	1,432,272	1,209,197		1,209,197
Interfund Loan	8,300,000	0		0
Revenues	23,393,136	7,574,163	77,701	1,848,083
Total Sources	33,125,408	8,783,360	77,701	3,057,280
Interfund Loan Repaid	10,500,000	0		0
Expenditures	21,416,211	8,420,240	138,487	2,770,916
Ending Cash	1,209,197	363,120		286,364
Total Uses	33,125,408	8,783,360	138,487	3,057,280
PUBLIC ART FUND				
Beginning Cash	67,378	68,244		68,244
Revenues	130,857	3,979	0	819
Total Sources	198,235	72,223	0	69,063
Expenditures	129,991	1,000	0	500
Ending Cash	68,244	71,223		68,563
Total Uses	198,235	72,223		69,063
PARK IMPACT FEE FUND				
Beginning Cash	976,339	1,354,455		1,354,455
Revenues	396,799	440,942	26,757	115,771
Total Sources	1,373,138	1,795,397	26,757	1,470,226
Expenditures	18,683	700,000	0	0
Ending Cash	1,354,455	1,095,397		1,470,226
Total Uses	1,373,138	1,795,397	0	1,470,226
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	146,087	545,655		545,655
Revenues	1,280,266	943,962	88,949	368,587
Total Sources	1,426,353	1,489,617	88,949	914,242
Expenditures	880,698	1,221,255	0	610,628
Ending Cash	545,655	268,362		303,614
Total Uses	1,426,353	1,489,617	0	914,242
SWAMP CREEK BASIN FUND				
Beginning Cash	0	1,762,640		1,762,640
Revenues	1,762,640	35,619	0	10,650
Total Sources	1,762,640	1,798,259	0	1,773,289
Expenditures	0	0	0	0
Ending Cash	1,762,640	1,798,259		1,773,289
Total Uses	1,762,640	1,798,259	0	1,773,289

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City of Kenmore, Washington
All Funds Cash Summary
March 31, 2012



	2009-2010		2011-2012
	BIENNIUM	AMENDED BUDGET	BIENNIUM TO DATE
		March	
MUNICIPAL CAPITAL RESERVE FUND			
Beginning Cash	2,402,043	1,866,318	1,866,318
Interfund Loan Repayment	8,800,000	0	0
Revenues	1,493,254	2,038,341	761,141
Total Sources	12,695,297	3,904,659	2,627,459
Interfund Loan	5,500,000	0	0
Expenditures	5,328,980	3,262,894	1,211,586
Ending Cash	1,866,318	641,765	1,415,873
Total Uses	12,695,297	3,904,659	2,627,459
CAPITAL PROJECTS FUND			
Beginning Cash	12,016,588	60,725	60,725
Revenues	4,693,262	508,079	464,260
Total Sources	16,709,850	568,804	524,985
Expenditures	16,636,626	507,820	1,183,893
Ending Cash	73,223	60,984	(658,908)
Total Uses	16,709,850	568,804	524,985
SURFACE WATER MANAGEMENT FUND			
Beginning Cash	3,865,039	1,590,280	1,590,280
Revenues	2,824,196	3,743,334	1,880,583
Total Sources	6,689,235	5,333,614	3,470,863
Expenditures	5,098,954	4,866,475	2,517,079
Ending Cash	1,590,280	467,139	953,783
Total Uses	6,689,235	5,333,614	3,470,863
STRATEGIC RESERVE FUND			
Beginning Cash	1,057,632	1,264,464	1,264,464
Interfund Loan Repayment	1,000,000	0	0
Revenues	206,832	0	0
Total Sources	2,264,464	1,264,464	1,264,464
Interfund Loans	1,000,000	0	0
Expenditures	0	0	0
Ending Cash	1,264,464	1,264,464	1,264,464
Total Uses	2,264,464	1,264,464	1,264,464
EQUIPMENT REPLACEMENT FUND			
Beginning Cash	510,358	524,310	524,310
Revenues	111,198	161,520	79,164
Total Sources	621,556	685,830	603,474
Expenditures	97,246	143,497	11,385
Ending Cash	524,310	542,333	592,089
Total Uses	621,556	685,830	603,474
TRUST AND AGENCY (NON BUDGETED FUND)*			
Beginning Cash	269,109	278,859	278,859
Revenues	144,107	0	88,104
Total Sources	413,216	278,859	366,963
Expenditures	134,357	0	107,660
Ending Cash	278,859	278,859	259,303
Total Uses	413,216	278,859	366,963
TOTALS			
Beginning Cash	25,719,671	17,507,613	17,507,613
Interfund Loan	28,500,000	0	0
Revenues	63,949,101	36,790,258	17,584,498
Total Sources	118,168,772	54,297,871	35,092,111
Interfund Loan	28,500,000	0	0
Expenditures	72,160,756	41,198,917	20,296,850
Ending Cash	17,508,016	13,098,954	14,795,261
Total Uses	118,168,772	54,297,871	35,092,111

**City of Kenmore, Washington
Cash and Investment Report
March 31, 2012**



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$5,247,890	\$604,627	\$434,762	\$5,417,755
Street	1,679,141	31,180	60,708	1,649,613
Arterial Street	347,151	77,701	138,487	286,365
Public Art	68,564	0	0	68,564
Park Impact Fee	1,443,472	26,757	0	1,470,228
Transp Impact Fee	214,666	88,949	0	303,615
Swamp Creek Basin	1,773,290	0	0	1,773,290
Municipal Capital	1,386,180	29,691	0	1,415,871
Capital Projects	40,657	4,991	704,559	-658,911
Capital Projects-Retainage	0	0	0	0
Surface Water Mgt.	863,799	178,486	88,502	953,784
Strategic Reserve	1,264,465	0	0	1,264,465
Equipment Replacement	592,088	0	0	592,088
Trust & Agency	270,115	574	11,389	259,300
Totals	\$15,191,476	\$1,042,956	\$1,438,407	\$14,796,026

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$3,630,412	\$1,786,977	\$5,417,389
Street	799,613	850,000	1,649,613
Arterial Street	286,366	0	286,366
Public Art	53,563	15,000	68,563
Park Impact Fee	540,228	930,000	1,470,228
Transp Impact Fee	273,616	30,000	303,616
Swamp Creek Basin	373,289	1,400,000	1,773,289
Municipal Capital	1,415,871	0	1,415,871
Capital Projects	-1,108,911	450,000	-658,911
Surface Water Mgt.	443,784	510,000	953,784
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	142,088	450,000	592,088
Trust & Agency	159,299	100,000	259,299
Totals	\$7,423,686	\$7,371,977	\$14,795,663

**City of Kenmore, Washington
Schedule of Investments
March 31, 2012**



		Average Yield to Maturity-Securities					Overall Average Yield		0.26%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
Called	313371PC4 3134G14C5	FHLB FHLMC	12/12/2014 3/7/2013	6/7/2011 3/7/2011	0.88% 1.00%	1.13% 1.00%	no call 3/7/2012	991,238.90	11,201.00
Total Piper Jaffrey Purchases								991,238.90	-
Seattle Northwest Securities									
Time Value investments									
	313586QR3	FNMA	7/5/2014	6/7/2011	1.00%	1.00%	no call	998,858.37	9,988.58
	31398A4N9	FNMA	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90
	3136FTPX1	FNMA	11/13/2015	11/30/2011	1.15%	1.15%	11/30/2012	1,000,000.00	11,500.00
Total TVI Purchases								2,998,848.37	9,999.90
Wells Fargo Bank									
Called	313374CY4 3136FTXD6	FHLB FNMA	12/30/2014 12/28/2015	6/30/2011 12/28/2011	.75-3.0 1.10%	0.75% 1.10%	3/30/2012 12/28/2012	1,000,000.00 1,000,000.00	11,000.00 11,000.00
Total Wells Fargo Purchases								1,000,000.00	11,000.00
Banner Bank CD's									
	5740005425	CD	2/6/2012	2/6/2011	0.80%	0.80%		1,132,694.88	9,061.56
Total Banner Bank CD's								1,132,694.88	9,061.56
Sound Community Bank CD's									
	18299229	CD	8/11/2012	2/11/2011	0.55%	0.55%		1,000,000.00	5,500.00
Total Sound Community Bank CD's								1,000,000.00	5,500.00
Opus Bank CD's									
	280140042	CD	3/16/2015	3/15/2011	1.15%	1.15%		249,194.49	2,865.74
Total Cascade Bank CD's								249,194.49	2,865.74
TOTAL ALL SECURITIES								\$ 7,371,976.64	\$ 27,427.20
Banner Checking and Savings								0.15% Banner	3,182,436.16
Opus Bank								0.20%	11,062.23
Cash									1,005.00
Local Government Investment Pool								0.14% LGIP	4,229,181.66
Total Accounts								\$ 14,795,661.69	38,118.45

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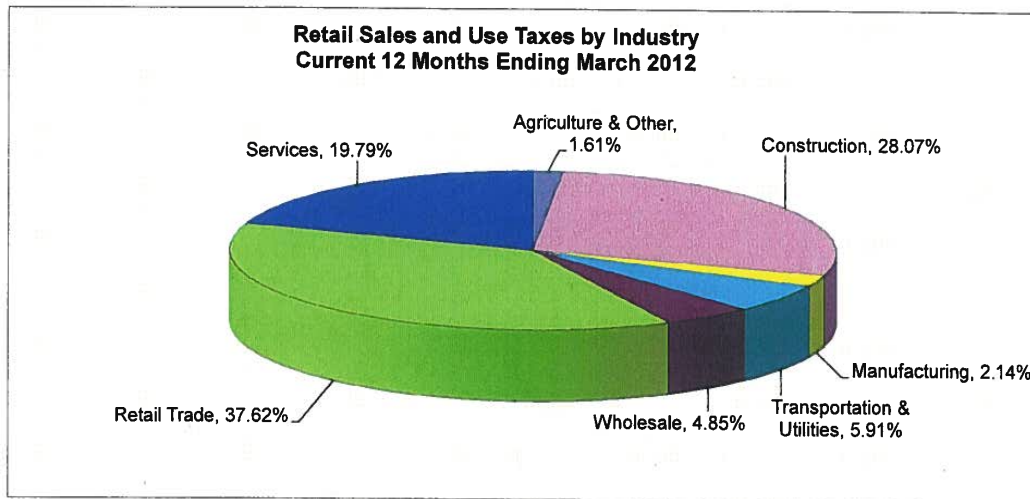
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 March 2012

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	1,670.34	2.14	1,672.47	1.4%
CONSTRUCTION	28,902.29	7,268.15	36,170.44	30.0%
MANUFACTURING	1,609.15	11.68	1,620.83	1.3%
TRANSPORTATION & UTILITIES	7,095.78	364.47	7,460.26	6.2%
WHOLESALE	7,815.07	42.24	7,857.31	6.5%
RETAIL TRADE	48,886.05	412.96	49,299.00	40.8%
SERVICES	14,062.42	301.95	14,364.37	11.9%
PUBLIC SERVICES	78.46	2,230.11	2,308.57	1.9%
	<u>110,119.54</u>	<u>10,633.70</u>	<u>120,753.24</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
March 31, 2012



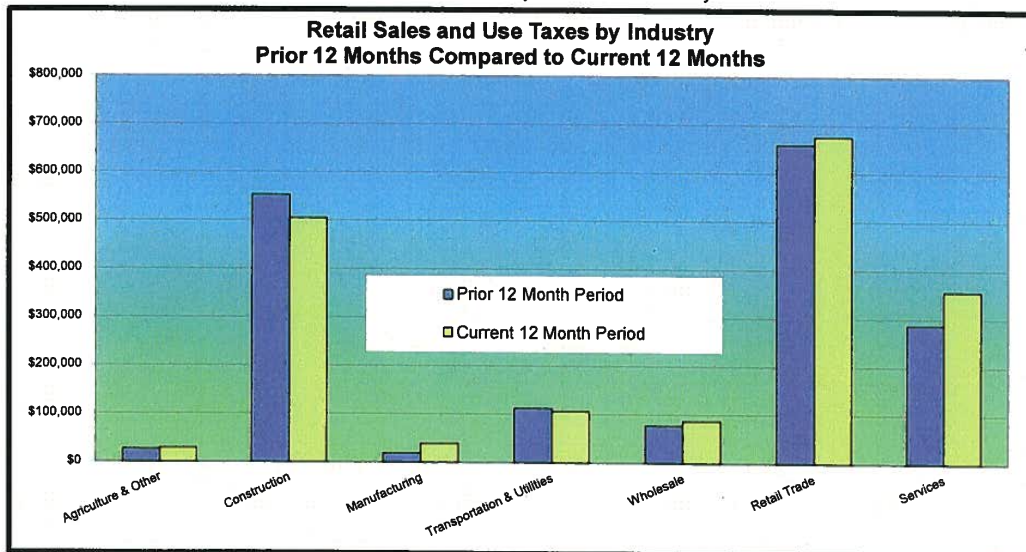
Industry	Prior 12 Months ending March 2011	Current 12 Months ending March 2012	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$26,555	\$28,992	9.18%	1.61%
Construction	552,279	504,372 *	-8.67%	28.07%
Manufacturing (Printing, Publishing, Other Manuf.)	18,514	38,474	107.81%	2.14%
Transp/Comm/Utilities (Telecomm., Air Transport.)	112,099	106,259	-5.21%	5.91%
Wholesale (Lumber, Other Wholesale)	77,549	87,223	12.47%	4.85%
Retail Trade (Eating, Merchandise, Food Stores)	658,893	676,043	2.60%	37.62%
Services (Auction, Recreation, Auto Repair, Financial)	286,268	355,647	24.24%	19.79%
Totals	\$1,732,158	\$1,797,009	3.74%	100%
Increase/(Decrease)		\$64,851	3.74%	



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

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

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



**City of Kenmore, Washington
Real Estate Excise Tax Report
March 31, 2012**



**Real Estate Excise Taxes (REET)
2008 - 2012 Monthly Receipts**

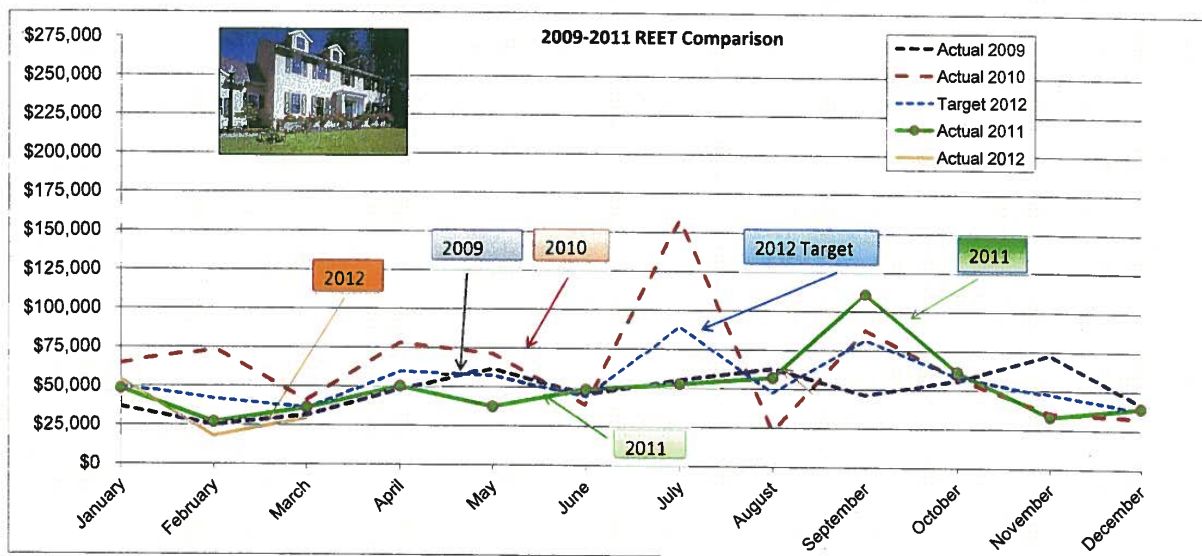
	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Target 2012
January	167,796	36,640	64,792	48,679	54,359	50,037
February	39,354	25,466	73,383	27,294	18,064	42,048
March	42,409	31,468	41,445	36,507	29,691	36,474
April	75,958	48,355	78,233	50,463		59,017
May	50,369	61,743	71,622	37,671		57,012
June	45,084	45,639	38,919	48,938		44,499
July	102,721	55,328	158,221	53,012		88,853
August	93,364	63,161	23,033	57,471		47,888
September	68,457	46,508	87,734	111,107		81,783
October	39,607	55,905	57,761	61,805		58,490
November	60,295	72,456	35,585	33,475		47,172
December	34,608	41,723	32,962	39,510		38,065
	\$820,021	\$584,392	\$763,689	\$605,931	\$102,114	\$651,337

For 2012, Taxes are \$10,365 less than the same period last year and below the 2012 target by \$26,445

**Real Estate Excise Taxes (REET)
2008 - 2012 Property Sales > \$500,000**

(The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)

						Taxes from > \$500,000 Sale Amounts				
	2008	2009	2010	2011	2012	2008	2009	2010	2011	2012
January	28,479,285	3,809,950	3,790,500	1,046,085	5,515,283	140,972	18,859	18,763	5,178	27,301
February	4,994,900	2,819,838	4,805,000	547,257	1,152,000	24,725	13,958	23,785	2,709	5,702
March	6,016,500	2,923,000	1,149,000	1,100,000	750,000	29,782	14,469	5,688	5,445	3,713
April	9,089,830	3,942,750	1,779,000	1,075,000		44,995	19,517	8,806	5,321	0
May	4,285,470	7,254,950	1,859,000	2,372,000		21,213	35,912	9,202	11,741	0
June	5,868,926	560,000	540,000	2,605,000		29,051	2,772	2,673	12,895	0
July	15,533,779	3,739,900	18,013,000	3,354,950		76,892	18,513	89,164	16,607	0
August	12,492,130	3,857,600	1,020,000	3,045,950		61,836	19,095	5,049	15,077	0
September	6,504,602	2,275,000	11,276,760	15,691,044		32,198	11,261	55,820	77,671	0
October	3,397,877	5,949,213	610,000	7,873,950		16,819	29,449	3,020	38,976	0
November	5,851,865	6,393,000	1,020,000	875,000		28,967	31,645	5,049	4,331	0
December	619,950	1,855,348	2,178,000	2,189,000		3,069	9,184	10,781	10,836	0
	\$103,135,114	\$45,380,549	\$48,040,260	\$41,775,236	\$7,417,283	\$510,519	\$224,634	237,800	206,787	36,716



* NOTE THE 2012 TARGET IS BASED ON A 3-YEAR AVERAGE (2009-2011) OF ACTUAL RECEIPTS.

**City of Kenmore, Washington
Monthly Report for Kenmore Village
March 31, 2012**



Revenues

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

Total Revenues

**March Biennium-to-
Activity Date**

\$4,241 \$ 48,284
0 3,257
750 7,500
0 19,672
0 2,025

Biennium Budget

\$ 88,266
0
0
0
0

4,991 80,738 88,266

Expenditures

6700 Building Improvements
Utilities and Insurance - Kenmore Village
Total Expenditures

3,478 32,346 40,820
1,081 51,670 0
4,559 84,016 40,820

Net Income (Loss)

\$ 433 \$ (3,277) \$ 47,446

City of Kenmore, Washington
SR 522 Phase I Revenue and Expenditure History
as of March 31, 2012

		Actuals Received on Cash Basis						
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								
		Cumulative through 2008	2009	2010	2011	March 2012	Year to Date 2012	Life to Date
Revenues:	Secured:							
Wa State Transportation Improve. Board:								
to Street Fund	5,047,000	851,786	0	0	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	1,501,692	0	0	0	4,195,214
Wa State Gas Tax	4,863,620	3,119,047	1,765,416	0	0	0	0	4,884,463
Federal Surface Transportation Prog	12,045,444	1,708,895	8,535,460	1,781,817	0	0	0	12,026,172
Brightwater	15,000	15,000	0	0	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	357,914	0	0	546,862	0	0	0	546,862
King County Parks	908,500	514,616	201,467	0	0	0	0	716,083
King County Roads	350,000	350,000	0	0	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	0	0	80,559
Puget Sound Energy Reimb	264,100	0	0	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	0	0	88,620
Urban Partners	75,000	0	25,000	54,438	0	0	0	79,438
Fire District Reim	49,000	0	0	0	0	63,245	63,245	63,245
City Art Fund	126,486	0	0	0	0	0	0	0
City Funds:	5,607,250	0	0	0	0	0	0	0
Transfer from REET Muni Cap		1,083,250	0	3,290,000	0	0	0	4,373,250
Transfer from Street Fund		0	0	521,870	0	0	0	521,870
Stage 1/181st		0	334,000	0	0	0	0	334,000
Transfer from REET Muni Cap		0	334,000	0	0	0	0	334,000
Stage 2	700,000	0	700,000	0	1,126,447	0	0	1,826,447
Transfer from Trans Impact Fees		900,000	0	0	610,628	0	0	1,510,628
Total Revenues	30,840,772	8,859,987	14,106,551	7,696,679	1,737,075	63,245	63,245	32,463,637
Expenditures:								
Street Fund		15,148,961	1,090	0	0	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0	0	0
1% Art Fund		0	0	0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	2,874,519	154,162	10,943	16,314	15,007,168
Stage 2 Design			483,830	435,358	132,834	1,281	2,518	1,054,540
Arterial Street Fund			483,830	435,358	132,834	1,281	2,518	1,054,540
Muni Cap Fund		46,782	0	0	0	0	0	46,782
Total Expenditures		15,449,603	12,193,233	3,309,877	352,046	12,224	18,832	31,258,541

City of Kenmore, Washington
SR 522 Phase II Revenue and Expenditure History
as of March 31, 2012

Phase II

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

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

Revenues:

	Secured:	Cumulative through 2008	2009	2010	December 2011	Year to Date 2011	March 2012	Year to Date 2012	Life to Date
Wa State Transportation Improve. Board:	3,460,000	3,145,975	131,526	172,500	0	0	0	0	3,460,000
Sound Transit	8,192,307	8,192,307	0	0	0	0	0	0	8,192,307
Brightwater	260,000	0	0	0	0	0	0	0	0
Federal Grant via WSDOT	697,312	578,381	91,120	0	0	6,683	0	0	676,184
Federal: WSDOT Signal/Overlay	683,608	185,272	498,322	0	0	0	0	0	683,694
Regional Mobility WSDOT	1,800,000	1,441,827	358,173	0	0	0	0	0	1,800,000
King County Metro	400,000	0	0	400,000	0	0	0	0	400,000
Wa State Gas Tax Grant	8,336,380	4,636,717	2,951,182	439,620	0	0	0	0	8,027,519
Comcast Reimb	147,770	92,680	0	55,090	0	0	0	0	147,770
Northshore Utility District Reimb	1,621,486	1,024,376	441,836	0	0	0	0	0	1,466,212
Northshore School District Reimb	28,914	0	0	0	0	2,694	0	0	2,694
PSE Reimbursement	160,000	0	0	0	0	0	0	0	0
City: Art Fund	161,006	0	0	0	0	0	0	0	0
City:	2,870,793								
Investment Earnings		92,191	15,331	2,532	0	0	0	0	110,054
Fuel Tax		274,153	0	0	0	0	0	0	274,163
Transfer of Trans Impact Fees		512,000	430,698	450,000	0	0	0	0	1,392,698
Transfer from Street Fund		0	0	1,000,000	0	0	0	0	1,000,000
Transfer of REET		1,096,420	0	0	0	0	0	0	1,096,420
Total Revenues	28,789,676	21,272,299	4,918,188	2,519,742	0	9,377	0	0	28,719,606

Expenditures:

Arterial Street	22,497,211	4,671,626	1,068,152	16,674	1,403,237	832	3,125	29,643,360
Interfund Loan Interest	127,175	0	0	0	0	0	0	127,175
Art 1%	0	0	0	0	0	0	0	0
Transportation Impact Fee Fund	100,000	0	0	0	0	0	0	100,000
Total Expenditures	22,724,386	4,671,626	1,068,152	16,674	1,403,237	832	3,125	29,870,525