

City of Kenmore



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

City of Kenmore **REVISED City Council Regular Meeting Agenda**

7:00 p.m., Tuesday, May 28, 2013

Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Water-Related Activities - Greg Barton, Olympic Gold Medalist & Member, USA Canoe/Kayak (USACK) High Performance Committee; and Mac Hickox, USA Canoe/Kayak (USACK) National Sprint Development Director & Two-Time Olympian - Rob Karlinsey, City Manager

VI. CITIZEN COMMENTS

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

VII. CONSENT AGENDA

- A. Approve Minutes for May 9, 2013 Joint Tri-City/School Board Meeting and May 13, 2013 City Council Regular Meeting
- B. Approve Check Nos. 27791 - 27861 in the Amount of \$334,378.39 and Electronically Transferred Payroll Funds Totaling \$64,168.03 for the Period Ending May 15, 2013.

VII. CONSENT AGENDA

- C. Approve Amendment No. 2 to Contract No. 11-C971 with Frause Full Spectrum Communications
- D. Approve Amendment No. 4 to Contract No. 12-C1030 with Anchor QEA for Lake Washington Sediment Sampling & Analysis
- E. Approve Contract No. 13-C1106 for 73rd Avenue Structure Demolition

VIII. BUSINESS AGENDA

- A. Zayo Group Franchise - Jennifer Gordon, Public Works Operations Manager
- B. Adopt Resolution No. 13-217 to Implement the Sidewalk Program - Kris Overleese, Engineering & Environmental Services Director

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCIL MEMBER INITIATIVES

XII. ADJOURNMENT TO EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(b), Property Acquisition

Upcoming Meetings:

Tuesday, June 4, 2013	Planning Commission Regular Meeting	7:00 p.m.
Tuesday, June 4, 2013	Community Meeting at Kenmore Community Club re: SR 522	7:00 p.m.
Wednesday, June 5, 2013	Town Hall Meeting with King County Councilmember Rod Dembowski and Mayor David Baker	7:00 p.m.
Monday, June 10, 2013	City Council Regular Meeting	7:00 p.m.

**City of Kenmore, Washington
Special Joint Kenmore, Bothell & Woodinville City Councils
and Northshore School District Board Meeting
Minutes
May 9, 2013**

CALL TO ORDER – Mayor Baker called the special meeting to order at 7:07 p.m.

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

City of Kenmore Councilmembers excused: Councilmember Milton Curtis

City of Kenmore Staff present: Rob Karlinsey, City Manager, and Patty Safrin, City Clerk

City of Woodinville Councilmembers and staff present: Mayor Bernie Talmas, Deputy Mayor Liz Aspen, Councilmember Art Pregler, Councilmember Paulette Bauman, Councilmember Susan Boundy-Sanders, City Manager Richard Leahy, and Finance Director Jim Katica

City of Woodinville Councilmembers excused: Councilmembers Les Rubstello and Scott Hageman

City of Bothell Councilmembers and staff present: Mayor Mark Lamb, Deputy Mayor Joshua Freed, Councilmember Andy Rheame, Councilmember Del Spivey, Councilmember Patrick Ewing, and City Manager Bob Stowe

City of Bothell Councilmembers excused: Councilmembers Bill Evans and Tom Agnew

Northshore School District Board Members and staff present: Board President Julia Lacey, Board Vice President Janet Quinn, Board Legislative Representative Sandy Hayes, Board Member Dawn McCravey, Board Member Todd Banks, and Superintendent Larry Francois

FLAG SALUTE

Mayor Baker led the flag salute.

BUSINESS AGENDA

Northshore School District Update and Discussion – Larry Francois, Northshore School District Superintendent, gave a brief PowerPoint presentation and report, including growth trends in the school district and plans to address them. He distributed copies of the Spring 2013 Northshore School District newsletter, "Community." He and the Northshore School District Board Members were available to answer any questions.

City of Woodinville Update and Discussion – Bernie Talmas, Mayor, gave a brief report. He and the Woodinville Councilmembers and staff were available to answer any questions.

City of Bothell Update and Discussion – Mayor Mark Lamb gave a brief report. He distributed copies of a map of Bothell showing Downtown Revitalization sites and projects. He and the Bothell Councilmembers and staff were available to answer any questions.

City of Kenmore Update and Discussion – Mayor David Baker gave a brief report. He and the Kenmore Councilmembers and staff were available to answer any questions.

Bothell Councilmember Del Spivey requested that the cities of Kenmore and Woodinville submit more nominations of successful former Northshore High School students in their cities to the Wall of Honor, to inspire current students.

Mayor Baker thanked everyone for coming.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:58 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
May 13, 2013**

CALL TO ORDER - The special meeting of the Kenmore City Council was called to order by Mayor David Baker at 5:30 p.m.

EXECUTIVE SESSION

Mayor Baker adjourned the special meeting at 5:30 p.m. to an executive session to discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b); Property Disposition, pursuant to RCW 42.30.110(1)(c); and Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately one and one-half hours and that action may be taken when the meeting is reconvened.

POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

Councilmember Rogers stated that the City Attorney and City Engineer have negotiated settlements, subject to City Council approval, of all claims in King County Superior Court Case No. 12-2-17077-1. The written agreements were reached in part through a voluntary mediation between the parties to the litigation. The City Attorney and City Engineer have recommended that the settlement agreements should be approved and ratified by the City Council. Councilmember Rogers moved that the settlement agreements previously negotiated by the City Attorney and City Engineer, subject to approval by the City Council, be approved and ratified and that the City Manager be authorized to execute such documents as are necessary to complete the final settlement of this litigation. Mayor Baker seconded the motion. The motion passed unanimously.

Mayor Baker asked the City Manager to restate the settlement agreements for clarity. City Manager Karlinsey stated that the City had MidMountain Construction perform construction work on SR 522, during Phase II, east of 68th Avenue NE. The City had made some payments to MidMountain, and had also been paying HDR Engineering for project management. There was a question regarding whether the City had over- or underpaid MidMountain based on HDR's pay estimates. The City had asked HDR to look at that more carefully, and the City believes that there were some overpayments made. In the settlement, HDR has agreed to reimburse the City for some pay estimates that were over, and the City is agreeing to amicably not follow up with MidMountain.

ADJOURN SPECIAL MEETING – Mayor Baker adjourned the special meeting at 7:06 p.m.

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

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

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

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

Councilmember Rogers moved to approve the agenda as submitted. Councilmember Van Ness seconded the motion. The motion passed unanimously.

CITIZEN COMMENTS

Ryan Adkins, 23891 27th Place W, Brier, was present to state that he is planning to apply for an event license in order to hold a 10K/5K Run/Walk event, "Kilometers for Cancer," on September 8, 2013 in Log Boom Park and on the Burke-Gilman Trail, with all proceeds going to cancer research. He submitted materials describing the event.

CONSENT AGENDA

Deputy Mayor Hensel moved to approve the consent agenda as submitted. Councilmember Van Ness seconded the motion to approve the Minutes of the April 15, 2013 Special & Regular Study Session; April 16, 2013 Joint City Council/Planning Commission Meeting; and April 22, 2013 Special & Regular Meeting; Approval of Check Nos. 27697 - 27790 in the amount of \$512,953.23 and Electronically Transferred Payroll Funds Totaling \$64,153.49 and Payroll Check No. 210102 in the Amount of \$381.90 for the period ending May 3, 2013; Receive and File the February 2013 Financial Report; Amend the City Manager Employment Agreement, Contract No. 12-C1014; Authorize Application for a Community Development Block Grant (CDBG) for Sidewalk Improvements; and Adopt Ordinance No. 13-0358, Indemnification and Defense of City Officials and Employees. The motion passed unanimously.

STAFF REPORT

Kenmore Village Update – Rob Karlinsey, City Manager, was present to give a brief staff report. He reviewed that the City Council narrowed the list of potential Kenmore Village buyers down to four for each property a couple of months ago, and stated that since then he has talked with potential buyers, following the guidelines and principles of the position statement and the goals for the downtown. He is further narrowing the list based on the developers' experience, track record, and ability to get a project done quickly and in line with the goals of the community. He anticipates bringing an announcement of the potential buyers for both the upper and lower properties to a meeting in the near future. He stated that developers continue to be interested in the site and in Kenmore, and that building permit activity in the City is up. He was also available to answer any questions.

SR 522 West A Project Update – Rob Karlinsey, City Manager, reviewed that the West A project is the next fully funded SR 522 phase and runs from 61st Avenue NE to 65th Avenue NE. Kris Overleese, City Engineer, was present to give a brief staff report. She was also available to answer any questions. She stated that the City is actively working on design and right-of-way acquisition for this segment. Underneath the project segment runs Stream 0056, called “Cat Whiskers Creek” by WSDOT. The City has been talking with Washington State Department of Transportation (WSDOT) about replacing the culvert, which does not meet current fish-bearing size, now so that they will not end up digging up portions of the West A project work later. In addition, it will never be cheaper or more efficient for WSDOT to replace the culvert than during the West A project. Initially, WSDOT’s response was that Stream 0056 is not a priority. However, a recent court ruling says that WSDOT should be pushing harder to replace culverts in their facilities, so the priority has changed. Even so, at this time WSDOT maintains that they do not have the funds to replace the culvert now, but we will continue to push for this, and even would be willing to delay our project a little bit in order to accommodate them.

Mayor Baker stated that he has been working on this with other elected officials, and our lobbyist has a meeting coming up with WSDOT.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Van Ness reported on the NW Realtors Governmental Affairs luncheon that he and Laurie Sperry attended last week and the Eastside Transportation Partnership (ETP) meeting that he and Mayor Baker attended. He distributed a handout from the ETP meeting.

Councilmember Sperry added a comment regarding the NW Realtors Governmental Affairs luncheon regarding the fact that Seattle has now become a sellers’ market once again.

Deputy Mayor Hensel thanked everyone for the Joint Kenmore, Bothell, Woodinville and Northshore School District meeting last week. He noted that the school district has a lot of work on their plate due to anticipated increases in enrollment over the next ten years.

Mayor Baker noted that this was the first time the joint meeting has been able to be held in a few years and that it was an excellent opportunity to share information with the other cities and the school district. He reminded everyone that Saturday, May 18th is National Kids to Parks Day, and that the City has issued a proclamation in support of that effort. He stated that, as a result of today’s meeting with the governor, he would like Council to adopt a resolution supporting the transportation package. Our lobbyist will write the resolution. He stated that he will be testifying regarding proposed King County Metro bus service reductions tomorrow downtown at Union Station, and he detailed some of the proposed cuts and reductions. He reminded Council of the joint Kenmore/Lake Forest Park meeting at Lake Forest Park on June 13 at 6:00 p.m.

City Manager Karlinsey announced that the After-Hours Business Networking event will take place Thursday, May 16, from 5:30 to 7:00 p.m., and that there will be a Coffee with Council this coming Saturday, May 18, at 8:00 a.m. He thanked Assistant City Manager Ousley for the opening of the Arts of Kenmore Art Gallery in City Hall last Friday.

EXECUTIVE SESSION

Mayor Baker recessed the meeting at 7:47 p.m. to an executive session to discuss Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session is expected to last for approximately 25 minutes and that no action is anticipated when the meeting reconvenes.

Mayor Baker extended the executive session for 20 minutes at 8:10 p.m.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 8:30 p.m.

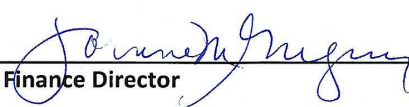
David Baker, Mayor

ATTEST:

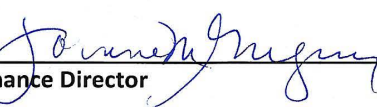
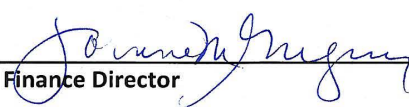
Patty Safrin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 27791-27861 which total \$334,378.39, and electronically transferred payroll funds which total \$64,168.03 are just, due and unpaid obligations against the City of Kenmore/KingCounty/Washington, and that I am authorized to authenticate and certify to said claims.

5/15/13
 Date

5/15/13
 Date

Check #	Vendor Name	Description	Check Amt
27791	FIRST AMERICAN TITLE	SR522 West ROW Parcels	711.75
27792	UNITED STATES POSTMASTER	Postage for Business Event Postcards	120.36
27793	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,332.00
27794	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	200.00
27795	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,578.19
27796	DRS 457	Deferred Comp Payroll Deduction	1,783.33
27797	CITY OF KENMORE FS	Flexible Spending Medical Plans	253.08
27798	BANK OF AMERICA 941	Payroll Taxes	13,956.27
27799	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	10,230.12
27800	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
27801	ESA ADOLFSON	Swamp Creek Pk Restoration 1/7-4/19	750.00
27802	BAKER, DAVID	5/7-5/9 Mileage Reimbursement	130.52
27803	CASCADE PEST CONTROL	Apr Rhododendron Park Pest Control	142.35
27804	CENTER FOR HUMAN SERVICES	Q1 2013 Clinical Program/Family Support	6,250.00
27805	CITY OF BELLEVUE	Qtr 1 2013 Human Svcs Pooled Program	13,763.00
27806	CITY OF LAKE FOREST PARK	April Public Works Contract Payment	69,599.10
27807	COASTWIDE LABORATORIES	Recycling Containers/ Parks Supplies	1,247.43
27808	REPUBLIC SERVICES	Rhododendron Pk/ City Hall Trash Svc.	842.38
27809	CALPORTLAND COMPANY	Drainage Materials	52.67
27810	H.W. LOCHNER, INC.	12/7/12-2/1/13 12-C1015 Prof. Svcs.	213.41
27811	HOPELINK	Qtr 1 Emergency Food/Financial/Housing	10,187.50
27812	INSLEE, BEST, DOEZIE & RYDER, P.S.	April Attorney Fees	30,285.97
27813	KING COUNTY ANIMAL SVCS	Pet Licenses 353901-942 & 317195-200	1,860.00
27814	KING COUNTY FINANCE	AprRoad Svcs -ADA/Signs/Signals/Bridge	49,495.99
27815	KING COUNTY FINANCE	March Adult/ Juvenile Detention	138.83
27816	SOUND PUBLISHING, INC.	Bothell/ Kenmore Reporter Ads	755.22
27817	PENDLETON, MICHAEL	April Professional Services	1,092.66
27818	MR. T'S TROPHIES	Laser Name Tags	23.54
27819	NORTHSHORE FIRE DEPT	April Fire Marshal Review	1,316.00

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of \$334,378.39 and Electronically Transferred Payroll Funds Totaling

27820	NORTHSHORE YOUTH & FAMILY SERVICES	Q1 2013 Counseling/ Case Management	6,250.00
27821	PERSONAL BEST/ TOPHEALTH	Web Subscription Renewal	197.77
27822	OFFICE MAX	Office Supplies	288.42
27823	OFFICE TEAM	Front Desk Temp Svc week ended 4/19	401.06
27824	PACIFIC TOPSOILS	Vegetation/Concrete Disposal/ Mulch	1,914.34
27825	PETTY CASH CUSTODIAN	Replenish Petty Cash Fund	420.47
27826	CEMEX	Berm Materials 8613 169th	91.71
27827	SEATTLE TIMES	April Advertising - Legal Ads	880.03
27828	WASHINGTON MUNICIPAL CLERKS ASSOC	Membership 5/1/13-4/30/14	75.00
27829	WELLS FARGO BANK	Xerox Machine Lease 5/10-6/10/13	1,001.87
27830	UPS STORE	Budget Book Copies	1,691.78
27831	AURORA RENTS	Volunteer Event Tool Rental	2,171.71
27832	DAY WIRELESS SYSTEMS	Equipment Repair	143.45
27833	MOBILE ELECTRICAL DISTRIBUTORS INC	Electrical Outlet for tree on SR522	20.53
27834	ROGERS, GLENN	Wash. D.C. Expense Reimbursement	22.00
27835	SNOHOMISH COUNTY	March Solid Waste/ Vactor Disposal	603.00
27836	AA PARTY RENTALS	Tables/Linens for Volunteer Event	354.23
27837	SOUND LAW CENTER	Hearing Examiner Appeal/ Plat hearing	4,917.50
27838	KENMORE SENIOR CENTER	Q1 2013 Human Svcs Program	5,500.00
27839	INGALLINAS BOX LUNCH	Boxed Lunches for SR522 Meeting	43.35
27840	QUALITY BUSINESS SYSTEMS	Xerox Copies/ Monthly Maintenance	558.31
27841	TOPIA TECHNOLOGY/ BIS	May Website Hosting	175.00
27842	SHRED-IT	Shredding Services 4/30/13	49.50
27843	KENMORE ELEMENTARY PTA	1st Trimester Social Svcs Program	2,000.00
27844	HERO HOUSE	Qtr 1 2013 Human Services Program	350.00
27845	COMCAST	4/30-5/29 Incubator Internet Svc.	149.71
27846	CLARITY SIGNS	Sign at Incubator Bldg.	2,818.25
27847	GORDON THOMAS HONEYWELL	April Government Affairs Services	3,593.41
27848	SARAH ROBERTS	April, 2013 Prosecution Service	10,302.00
27849	PHSI PURE WATER FINANCE	Business Incubator Water 4/13-5/13	50.31
27850	FRONTIER	City Hall & Elevator Phone 4/28-5/27	962.23
27851	AM TEST, INC	Swamp Creek TMDL Sampling	125.00
27852	INDEPENDENT STATIONERS	Office Supplies	50.00
27853	SNOHOMISH COUNTY SHERIFF'S OFFICE	April, 2013 Jail Service Fees	36,483.08
27854	INNOVAC	Jetting/ Cleaning/ Video Inspection	726.53
27855	WEISBAND, BARRY	April Business Incubator Consulting	3,000.00
27856	UTILITIES UNDERGROUND LOCATION CTR	ROW Services -April Utility Locates	109.62
27857	CUES	SW Inspection Tools/ Camera	12,537.75
27858	GEODESIGN INC.	Professional Services through 4/19/13	1,669.30
27859	SPATIAL DEVELOPMENT	SIMS Implementation	1,945.00
27860	WILCOX, ROBERTA	Advance Travel/Lodging -PD Training	653.50
27861	BUENA VISTA SERVICES, INC.	Incubator Janitorial Svc	495.00
5/3/2013	PAYROLL	Direct Deposit	64,168.03
			<u>\$ 398,546.42</u>

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of
\$334,378.39 and Electronically Transferred Payroll Funds Totaling

2013	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2013
	A+ CONFERENCING		127.80
	AAA PRINTING		192.10
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		800.00
	AFLAC		1,835.60
	ALCALDE & FAY		20,075.23
	ALLIED WASTE SERVICES #172		1,682.74
	ALPHAGRAPHS US718		342.79
	AM TEST, INC		500.00
	AMERICAN GENERAL		2,123.16
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		715.67
	ANCHOR QEA, LLC		84,585.41
	ASSOCIATED BOAT TRANSPORT		1,440.00
	ASSOCIATION OF WA CITIES		14,220.00
	AURORA RENTS		610.24
	AWC EMPLOYEE BENEFITS		152,619.13
	BAKER, DAVID		1,145.51
	BANK OF AMERICA 941		103,635.15
	BANNER BANK BAKER		3,903.88
	BANNER BANK BH		2,861.58
	BANNER BANK CS		3,071.50
	BANNER BANK DB		114.64
	BANNER BANK JG		4,918.88
	BANNER BANK JGORDON		4,719.48
	BANNER BANK KENMORE		10,984.40
	BANNER BANK LD		832.63
	BANNER BANK NO		5,315.81
	BANNER BANK PS		2,003.75
	BANNER BANK ROGERS		3,499.65
	BANNER BANK VAN NESS		2,640.99
	BASTYR UNIVERSITY		50,000.00
	BINW		16,528.79
	BIS		175.00
	BLACKBAUD		5,204.11
	BULGER SAFE & LOCK, INC.		125.49
	C. ANDERSON & CO.		930.75
	CALPORTLAND COMPANY		138.13
	CANTEEN REFRESHMENT SERVICES		1,026.52
	CARLSON, THOMAS G.		100.00
	CASCADE PEST CONTROL		427.05
	CEMEX		1,888.38
	CHAMPION COURIER		51.53
	CHICAGO TITLE		10,000.00
	CHIEF LAW ENFORCEMENT SUPPLY		188.21
	CITY OF BELLEVUE		32,180.11
	CITY OF KENMORE		210.58

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of \$334,378.39 and Electronically Transferred Payroll Funds Totaling

CITY OF KENMORE FS	2,024.64
CITY OF LAKE FOREST PARK	208,783.93
CITY OF SHORELINE	1,022.00
CITYWORKS/ AZTECA SYSTEMS INC.	9,995.00
COASTWIDE LABORATORIES	3,049.95
CODE PUBLISHING COMPANY	350.00
COLUMBIA RIDGE LANDFILL	2,615.40
COMCAST	620.03
CONNELLY, MARC	48.14
CONSOLIDATED PRESS	2,786.33
CSAT, LLC	500.00
CULLEY, AMBERLY	1,000.00
CURTIS, DR. MILTON	72.24
DAILY JOURNAL OF COMMERCE	119.70
DEPARTMENT OF ECOLOGY	5,540.78
DEPARTMENT OF LABOR AND INDUSTRIES	10,202.26
DEPARTMENT OF LICENSING	39.00
DEPARTMENT OF RETIREMENT SYSTEMS	80,672.90
DRS 457	14,266.64
DURRANT, JEFF	287.58
EARTHCORPS	9,706.47
EASTSIDE TRANSP PARTNERSHIP	200.00
EFFICIENCY INC	987.69
EJ USA, INC.	1,549.96
EMERGENCY SERVICE COORDINATING AGCY	41,832.00
ENTERPRISE SEATTLE	5,000.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	4,779.00
EVERGREEN PRINT SOLUTIONS	291.05
EVERGREEN SAFETY COUNCIL	175.00
FERGUSON ENTERPRISES INC #1539	948.75
FIRE PROTECTION, INC	959.22
FIRST AMERICAN TITLE	3,613.50
FRAUSE	5,185.39
FRONTIER	31,880.72
FRUHLING SAND & TOPSOIL	573.50
GAMETIME	5,605.96
GEOENGINEERS INC	7,495.75
GORDON THOMAS HONEYWELL	10,779.55
GORDON, JENNIFER	72.32
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	60.07
GRAY & OSBORNE, INC	12,374.71
GREATER BOTHELL CHAMBER OF COMMERCE	45.00
GREGORY, JOANNE	119.92
H.W. LOCHNER, INC.	37,588.59
HANDY ANDY RENT-A-TOOL INC	134.40
HARBOR HISTORY MUSEUM	400.00
HARRIS & SMITH PUBLIC AFFAIRS	7,344.22
HOME DEPOT CREDIT SERVICES	376.91

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of
\$334,378.39 and Electronically Transferred Payroll Funds Totaling

HOVDE, RICHARD	106.21
HWA GEOSCIENCES INC.	5,934.41
ICMA RETIREMENT TRUST 457 - 304745	20,625.52
INDEPENDENT STATIONERS	731.09
INNOVAC	15,564.74
INSLEE, BEST, DOEZIE & RYDER, P.S.	79,021.11
INTEGRA TELECOM	3,144.53
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,036.28
iWORQ SYSTEMS	1,000.00
JBS INSTRUMENTS	1,052.00
JET CITY PRINTING	878.18
JOYCE ZIKER PARKINSON	31,379.82
JRW ENTERPRISES	1,642.50
JSH PROPERTIES, INC.	5,484.00
KARLINSEY, ROB	7,442.80
KBA INC.	99,084.70
KCDA PURCHASING COOP	526.20
KENMORE COMMERCIAL LLC	11,424.00
KING COUNTY ANIMAL SVCS	1,440.00
KING COUNTY FINANCE	75,376.34
KING COUNTY FINANCE W.L.R.D.	2,208.68
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	4,066.21
KING COUNTY RADIO COMM SERVICES	254.17
KING COUNTY RECORDER'S OFFICE	500.00
KING COUNTY SHERIFF'S OFFICE	21,428.41
KING COUNTY SUPERIOR COURT CLERK	11,000.00
KING COUNTY TREASURY	37,566.63
KING COUNTY UTILITY COORDINATION CO	40.00
KONICA MINOLTA BUSINESS SOLUTIONS	2,086.47
KVO INDUSTRIES, INC	365.00
LIGHTHOUSE CONSULTING INC	6,789.06
LOWE SABRA	250.00
MAIL FINANCE	1,253.80
MILLER STEPHENS, MARY	3,750.00
MINZGHOR, NICHOLAS	740.26
MR. T'S TROPHIES	273.38
NATIONAL BARRICADE CO	689.85
NATIONAL CITIZEN SURVEY	5,025.00
NATIONAL LEAGUE OF CITIES	1,549.00
NATIONAL LIFE OF VERMONT	939.56
NATIONWIDE FINANCIAL 401a	82,103.35
NATIONWIDE RETIREMENT SOLUTIONS 457	1,600.00
NEXTEL COMMUNICATIONS	884.60
NORTH COAST ELECTRIC	1,870.42
NORTH LAKE MARINA	1,520.51
NORTHSHORE FIRE DEPT	540.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE UTILITY DIST	15,900.41
OFFICE CLEANING CREW	248.00
OFFICE MAX	3,774.24
OFFICE TEAM	1,399.16

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of
\$334,378.39 and Electronically Transferred Payroll Funds Totaling

OLYMPIC ENVIRONMENTAL RESOURCES INC	1,470.00
OTAK	17,956.91
OUSLEY, NANCY	247.13
OVERLEESE, KRISTEN	70.67
PACIFIC TOPSOILS	5,020.08
PASSPORT TRAVEL AND TOURS	665.80
PAWS	1,650.00
PENDLETON, MICHAEL	4,680.70
PEOPLES STORAGE	1,150.50
PERSONAL BEST/ OAKSTONE	197.77
PERTEET INC.	11,172.90
PHOTOTAINMENT	1,231.88
PHSI PURE WATER FINANCE	352.20
PRSA	307.00
PUGET SOUND CLEAN AIR AGENCY	11,309.00
PUGET SOUND ENERGY	43,746.66
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	188.35
QUALITY BUSINESS SYSTEMS	1,642.48
RAZZ CONSTRUCTION	675,660.36
REPUBLIC SERVICES	842.38
ROGERS, GLENN	82.41
SAFRIN, PATTY	401.00
SARAH ROBERTS	30,906.00
SCHWARZWALTER, MARK	90.00
SEATTLE TIMES	2,518.56
SELECT AIR SERVICES DBA GREENWOOD	119.19
SESAC	327.00
SHELTON, CINDY	71.40
SHRED-IT	148.50
SIGN UP, SIGN CO, INC	1,008.50
SMITH, BRENT	91.03
SMITH, JARRETT	150.00
SNOHOMISH COUNTY	5,728.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	69,368.79
SOUND CITIES ASSOC	11,767.00
SOUND LAW CENTER	5,614.00
SOUND PUBLISHING, INC.	1,096.95
SPERRY, LAURIE	61.42
SPINNAKER STRATEGIES	11,799.40
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STATE OF FLORIDA DISBURSEMENT UNIT	2,200.00
STEWART MACNICHOLS HARMELL, INC.	3,600.00
TELESYSTEMS WEST	416.11
THE KIPLINGER LETTER	99.00
TITAN OUTDOOR, LLC	1,352.39
TOPIA TECHNOLOGY/ BIS	525.00
TOTAL LANDSCAPE CORP	20,470.34
TOWN & COUNTRY FENCE, INC	416.10
TOWNE CENTRE HARDWARE	569.39
TRANE U.S. INC.	4,075.00
UNITED STATES POSTMASTER	1,466.40
UNITED WAY OF KING COUNTY	1,096.00

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of
\$334,378.39 and Electronically Transferred Payroll Funds Totaling

UNIVERSITY OF WASHINGTON	827.00
URBAN LAND INSTITUTE	225.00
UTILITIES UNDERGROUND LOCATION CTR	78.05
VAN NESS, ALLAN	752.31
VERIZON WIRELESS	3,141.90
WA ASPHALT PAVEMENT ASSOC.	180.00
WA ASSOC OF CODE ENFORCEMENT	50.00
WA CITIES INSURANCE AUTHORITY	161,036.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	1,290.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE ASSOC OF PERMIT TECHNICIAN	95.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF ENTERPRISE SVCS	1,500.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	5,870.61
WAGE WORKS	150.00
WASHINGTON ENERGY SERVICES	28.14
WASHINGTON STATE DEPT OF INFO SERV	525.00
WEINSTEIN AU	1,057.50
WEISBAND, BARRY	9,000.00
WELLS FARGO FINANCIAL	3,287.09
WELWEST CONSTRUCTION INC.	3,482.65
WINTERBOURNE LANDSCAPE	542.03
ZEP SALES AND SERVICE	865.49
ZONAR SYSTEMS	525.33
ZUMAR	881.44
	<u><u>2,815,439.63</u></u>

VIIB. Approve Check Nos. 27791 - 27861 in the Amount of
\$334,378.39 and Electronically Transferred Payroll Funds Totaling



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #2 to Contract No. 11-C971 with Frause Full Spectrum Communications	For Council Meeting Agenda of: 28 May 2013 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <u>NKO 16 May 2013</u> Approved by City Attorney: _____ Approved by Finance Director: <u>Ang 5/17/13</u> Approved by City Manager: <u>RSK</u>
Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment #2 to Contract No. 11-C971 with Frause Full Spectrum Communications	Exhibits/Attachments: 1. Budget Summary Chart 2. Proposed Amendment #2 3. Contract No. 11-C971 including Amendment #1
Expenditure Required \$42,200 Amount Budgeted \$144,900 for Economic Development 2013-2014/\$33,000 for Website Services 2013-2014 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The City has worked with Frause since late 2011 on marketing and strategic communications related to Economic Development, and the proposed amendment covers media relations services and website messaging. This work is a major component of implementing the 2009 Economic Development Strategy goal of promoting the image of Kenmore to attract economic investment. The scope of this amendment covers work through December, 2013. The proposed amendment also extends the term of the contract through December 2014; the scope and budget for additional services in 2014 will be developed later this year. Previous work with the firm has focused on developing key messages and updating information for promotional materials. Frause produced concise fact sheets to promote the Kenmore Village property offering and the Town Green proposal for the State Capital Budget for the 2013 Legislative Session.	
<u>FISCAL CONSIDERATION:</u> The 2013-2014 Budget includes funds for marketing and website development.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Continue to Implement the Economic Development Strategy	

VIIC. Approve Amendment No. 2 to Contract No. 11-C971 with
Frause Full Spectrum Communications

FRAUSE Contract No. 11-C971 AMENDMENTS

MAY 2013

December 2011 Contract Maximum	\$4550
Amendment #1	\$3950
Contract Maximum with Amendment #1	\$8500

Amendment #2:

Website

Website Development Support	\$2250
Website Copywriting and Editing	\$2950
Total Website Scope	\$5200

Media Relations

Media Kit	\$5000
Media Relations 10 months @ \$3200 per month	\$32,000
Total Media Relations Scope	\$37,000

Total Amendment #2	\$42,200
Contract Maximum with Amendment #2	\$50,700

**Contract No. 11-C971
Amendment No. 2**

The following section of the communications and marketing consulting services contract dated December 19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is \$50,700

Section 3 Duration of Agreement. This Agreement will be in full force and effect for a period commencing December 1, 2011 and ending December 31, 2014 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.

Exhibit A: Scope of Services is amended as attached.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____
Rob Karlinsey
Title: City Manager

By: _____
Title: _____
Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney



PROJECT ESTIMATE

Client: City of Kenmore

Project: Website

Date: 10/19/12

Project Overview

City of Kenmore's website is undergoing a transformation. The city is seeking Frause professional consultation to ensure the final website blends with new branding (in use on street banners and signage), key messages and multiple audience engagement. Frause is offering two different budgets within this project assignment, both of which are independent from each other. One is for the website development support and the other is for copywriting and editing.

Website Development Support

Consulting during the website development process	\$2,250
---	---------

Estimate includes 15 hours of time for Erika Schmidt.

Copywriting and Editing

Website copy development and editing for core pages	\$2,950
---	---------

Estimate includes 15 hours of time for Erika Schmidt and 10 hours for Kate Hudson.

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.frause.com V 206.352.6402

This estimate is valid for 30 days.



Steps to City of Kenmore Media Relations Work

Step One: City Leadership Priorities

To ensure synchronized media relations work between Frause and the city, it will be essential to determine the priorities of leadership. Once the leadership is able to identify the most important items, the Frause team will collaborate to help define an implementation strategy.

Step Two: Media Kit

The development of a media kit is the second step. We seek to build the city story from many perspectives – business, resident, economic development and tourism, to name a few. The media kit will share key messages and story elements. The kit will include fact sheets on the city and its business environment, community demographics, testimonials from local business owners, economic development opportunities, marketing materials, photos and contact information. Media kits are the foundational documents used in a media relations campaign.

Step Three: Media Relations

With a media kit in hand, Frause will work with the City of Kenmore economic development staff to implement a media relations or publicity effort to generate media coverage on the city:

- Research, write and distribute an average of one news release per month. This includes one-on-one follow-up to all appropriate reporters, writers and editors by email, phone and conversation.
- Research, write and distribute an average of one local/regional feature story pitch per month. This includes follow-up with reporters, writers and editors.
- Train economic development staff to act as expert sources for quotes in top real estate, economic development and natural health publications.
- Develop and pitch one national feature story per quarter, assuming there is editorial content of interest to national business publications.
- Respond to media inquiries and connect reporters, writers and editors with appropriate City of Kenmore staff and/or local businesses.
- Maintain the city's economic development media database.
- Develop and maintain an editorial calendar for the placement of feature stories.
- Provide news clippings in electronic and print format to share online and to council members and staff members.

January 9, 2009

CONTRACT FOR CONSULTANT SERVICES**Contract No. 11-C971**

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Frause Full Spectrum Communications, whose principal office is located at 1411 Fourth Avenue, Suite 1210, 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]

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

x A sum not to exceed \$4550

___ 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 December 1, 2011 and ending June 30, 2012 unless sooner

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

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

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

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

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, \$1,000,000 general aggregate.

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

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8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

City Manager, City of Kenmore

With a copy to:

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

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

FRAUSE
1411 4th Ave, Suite 1210
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 agrees that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Frederick C. Stouder
Title: City Manager

Date: 19 Dec 2011

CONSULTANT

By: 
ROBERT D. FRAUSE
Title: CHAIRMAN CEO

Date: 11.21.11

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

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

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EXHIBIT B

Rates for Services to be Provided by Consultant The Consultant shall furnish the services in accordance with the following rates:

Maximum Amount: \$4550

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8

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:** _____

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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 or Corp. ☐ Partnership ☐ Government Consultant
☐ Individual/Proprietor ☐ Other (explain)

TIN No.: 91-1922251

Social Security No.: _____

Print Name: ROBERT FRAUSE

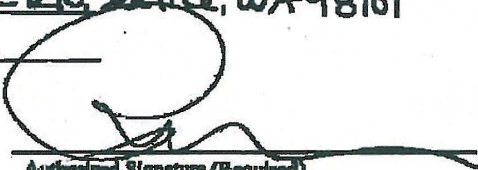
Title: CHAIRMAN CEO

Business Name: FRAUSE

Business Address: 111 4th Ave, Suite 210, Seattle, WA 98101

Business Phone: 206-352-6402

11.21.11
Date


Authorized Signature (Required)

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FRAUSE

PROJECT ESTIMATE

Client: Maple Valley Chamber of

Project: Brochure

Date: May 17, 2011

**City of Kenmore
Economic Development Brochure**

Design

Frause will work with the client to create a revised view brochure to support the City's economic development efforts. The brochure will feature existing City photos and will build off the design of recent wayfinding signage. Frause will work with the client to edit and refine existing copy. Design costs include two rounds of editing and two meetings to discuss content, copy and design.

Specifications:

- Final size is 8 1/2" x 11"; Overall size is 11" x 17"
- Single fold
- Full-color
- Photos/graphics supplied by the client
- Use existing brand/match wayfinding sign coloring
- Copy editing included
- No printing included

Timeline: Two months completion schedule. Delivery early February, 2012

Cost: \$4,500

1411 Fourth Avenue :: Suite 1210 :: Seattle, WA 98101 www.frause.com V 206 352.6402

Prices do not include tax. Frause will provide an updated estimate or change order based on mutually agreed upon creative direction changes. This estimate is valid for 30 days.



CERTIFICATE OF LIABILITY INSURANCE

OF ID: NG

DATE (mm/dd/yyyy)

11/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROGERS & NORMAN 1801 Fourth Ave Suite 2400 Seattle, WA 98101 Mendi Gonzalez	206-443-2800 206-441-8762	CONTACT NAME PHONE (Add No. Ext) FAX (Add No) E-MAIL ADDRESS CITY/STATE/ZIP	INSURED AFFORDING COVERAGE INSURER A: American Casualty Co INSURER B: National Fire Ins. Co INSURER C: Axis Surplus Ins Co INSURER D: INSURER E: INSURER F:
INSURED The Frause Group, Inc. 1411 Fourth Avenue Suite 1210 Seattle, WA 98101			WAC # 20427 20478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDENDUM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ☐ LOC	☒	2090848704	08/01/11	08/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOF AGG \$ 4,000,000
A AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		2090848704	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DEDUCTIBLE RETENTION					EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	WC2090103887 2090848704 WA STOP GAP	03/20/11 08/01/11	03/20/12 08/01/12	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C Professional Lib Deduct \$10k		MCN000084181001	12/02/10	12/02/11	Occurrence \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Request Schedule, if more space is required)
City of Kenmore is additional insured as required by written contract on the general liability. Insurance is primary as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
BLANK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Kenmore P.O. Box 82807 Kenmore, WA 98028	AUTHORIZED REPRESENTATIVE <i>Mendi Gonzalez</i>

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ACORD 25 (2008/09)

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**Contract No. 11-C971
Amendment No. 1**

The following section of the communications and marketing contract dated 12/19, 2011, between the City of Kenmore and Frause Full Spectrum Communications is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2 The maximum amount of the contract is \$8500

Section 3 Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on December 1, 2011 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.

Exhibit A: Scope is amended to include Key Messaging Development: background research with City Manager/Assistant City Manager; 3 hour session with City leadership plus follow up contacts with Councilmembers who are unable to attend the session; draft messages with proof points that back up the statements; and final key message document. Copies or other third party costs included.

DATED this 15 day of Aug, 20 12

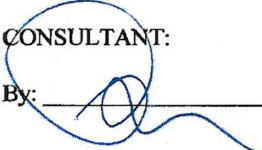
CITY OF KENMORE:

BY: 

Rob Karlinsey

Title: City Manager

CONSULTANT:

By: 

ROBERT D. FRAUSE

Title: CHAIRMAN CEO

Address: 1411 4th Ave, Suite 1210
Seattle, WA 98101

Attest/Authenticated:


Patty Safran, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

**CITY OF KENMORE CONTRACT NO. 12-C1030
AMENDMENT NO. 4**

The following section of the contract for consultant services dated May 12, 2012, between the City of Kenmore and Anchor QEA, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant. In addition to the scope of services described in the original contract and amended by Amendments #1, #2, and #3, the scope is amended as described in the attachment.

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

The City shall pay Consultant:

☒ According to the rates set forth in Exhibit "A"

☒ A sum not to exceed \$163,477

☐ 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 within ten (10) days after City Council voucher approval.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2012 and ending June 30, 2014 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Title: _____

Rob Karlinsey

Title: City Manager

Address: _____



720 Olive Way, Suite 1900
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

April 24, 2013

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

Re: Technical Support and Coordination with Washington Department of Ecology and
Marinas

Dear Nancy:

This scope of work defines activities to be performed by Anchor QEA LLC (Anchor QEA) to assist the City of Kenmore (City) with technical support for additional sediment, water, or source evaluations that may be required by Ecology. It includes coordination with Washington Department of Ecology (Ecology) and representatives from North Lake Marina and Harbour Village Marina related to additional discussions on cleanup requirements and potential sources of contamination into Lake Washington. Additional investigation and evaluations may be required by Ecology based on the sediment testing results from November 2012. This scope of work includes, as requested by the City, the following activities:

- Technical review of draft materials prepared by Ecology, including fact sheets, notices, agreed orders, data reports, sampling plans, and/or clean-up plans
- Technical review of additional sampling plans or dredging plans prepared by the marinas
- Technical support to the City regarding potential Ecology cleanup requirements in the marinas, including use of the Voluntary Cleanup Program (VCP) or formal hazardous sites listing

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- Correspondence and participation in telephone conferences and/or meetings with Ecology, the City, marina representatives, or other parties to support discussion of the 2012 testing results and/or additional proposed steps to further understand sediment concentrations and potential contaminant sources
- Technical support for dredge planning and sediment disposal considerations for the federal navigation channel and/or marinas

SCHEDULE

Ongoing coordination and technical support activities are anticipated to be provided over the next 4 months, depending on the progress and schedule developed by Ecology.

ESTIMATED COST

Services will be performed on a time-and-materials basis, not to exceed \$9,978 without prior written authorization. The attached table provides the basis for this estimate, which includes 2 hours per month for Principal, 8 hours per month for Managing Scientist, 4 hours per month for Senior Scientist, and ½ hour per month for Project Coordinator. Work will be completed under the existing contract between the City and Anchor QEA (Contract No. 12-C1030).

If you need any additional information, please feel free to contact me at (206) 903-3322 or by email (dberlin@anchorqea.com).

Sincerely,



Dan Berlin
Anchor QEA, LLC

cc: Tom Wang, Anchor QEA

Technical Support and Coordination with Ecology and Marinas

Task	Description	Hours by Labor Categories (hourly rates shown in parentheses)				Total Labor Hours	Total Labor Cost	Total Cost
		Principal CM / Engineer/ LA / Planner / Scientist (\$215)	Managing Analyst / CM / Engineer / LA / Planner / Scientist (\$175)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$155)	Project Coordinator (Admin.) (\$89)			
Task1	2013 Ongoing Coordination and Technical Support							
1.1	2013 Ongoing Coordination and Technical Support	8.00	32.00	16.00	2.00	58.00	\$ 9,978	\$ 9,978
	Total Hours	8.00	32.00	16.00	2.00	58		
	Total Cost	\$1,720	\$5,600	\$2,480	\$178		\$9,978	\$9,978



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Lake Washington Sediment Sampling and Analysis: Amendment #3 to Contract No. 12-C1030 with Anchor QEA in the amount of \$8485 for a total contract amount of \$153,499 Proposed Council Action/Motion: Authorize the City Manager to Execute Amendment #3 to Contract No. 12-C1030 with Anchor QEA in the amount of \$8485 for a total contract amount not to exceed \$153,499	For Council Meeting Agenda of: 28 January 2013 Department: Executive Prepared by: Nancy Ousley Approved by Department Head: <u>Initial & Date</u> <u>AKO 14 Jan 2013</u> Approved by City Attorney: Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Amendment #3 2. November 5, 2012 Agenda Bill for Amendment #2 to Contract No. 12-C1030	
Expenditure Required \$8485	Amount Budgeted \$	Appropriation Required \$tbd
<u>INFORMATION/BACKGROUND:</u> The proposed Amendment #3 covers work by Anchor QEA that is anticipated in working with the City as requested and participating agencies as any subsequent study or discussions proceed on the sediment testing and analysis results. The original contract was amended to add additional sampling locations to the scope, and Amendment #2 added two sampling locations at the request of the City of Lake Forest Park. The proposed amendment also extends the term of the contract from April 30, 2013 to June 30, 2013. This change will correspond to the schedule of the State Department of Health's Health Consultation Reports for Log Boom Park and the Kenmore Industrial Park.		
<u>FISCAL CONSIDERATION:</u> The total contract amount with Amendment #3 is \$153,499. The City's responsibility is \$104,549. Reimbursements are due from the Department of Ecology for \$35,000; the City of Lake Forest Park for \$5700; and the property owner of NorthLake Marina for \$8250. The budget for this work will be evaluated at the mid-biennium budget review later this year.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 2011-2012 Goals: Implement the Economic Development Strategy		

VIID. Approve Amendment No. 4 to Contract No. 12-C1030 with Anchor QEA for Lake Washington Sediment Sampling & Analysis

**Contract No. 12-C1030
Amendment No. 3**

The following sections of the contract for consultant services dated May 21, 2012 between the City of Kenmore and Anchor QEA, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant. In addition to the scope of services as described in the original contract and amended by Amendments #1 and #2, the scope is amended as attached.

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

The City shall pay Consultant:

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

☒ A sum not to exceed \$153,499

☐ 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.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2012 and ending June 30, 2013 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney



720 Olive Way, Suite 1900
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

January 6, 2013

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

Re: Support for Public/Agency Involvement for Kenmore Sediment and Water
Investigation

Dear Nancy:

This scope of work defines activities to be performed by Anchor QEA LLC (Anchor QEA) to provide support to the City of Kenmore (City) to assist during agency and public distribution of the results from the sediment and water investigation conducted in November 2012. This scope of work will provide additional information for the City to use when discussing the results with Ecology and the public. Activities include acquiring information on typical sediment concentrations in nearby urban areas, regional sediment concentrations (e.g., Lake Washington average sediment concentrations), and potential sources of contamination known to be associated with key contaminants. For example, stormwater evaluations conducted in Seattle suggest that some contaminants are ubiquitous in urban areas and commonly detected at elevated concentrations in both stormwater and nearshore sediment samples. This type of information could be useful to provide context for Ecology and the public when releasing the testing results.

This scope of work also includes coordination with Department of Health (DOH) to provide information needed by DOH during preparation of their Health Consultations. This may include discussing with DOH appropriate assumptions that DOH may use to develop exposure scenarios, based on the City's understanding of the public's use of specific shoreline

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areas. This scope may also include coordination with the City or with the City's public involvement consultant during public involvement and outreach.

Anchor QEA will provide specific information requested by the City in a 1-2 page memorandum summarizing the findings. Communication will be provided as needed to respond to specific requests from the City. Work will also include correspondence and participation in telephone conferences and/or meetings with Ecology, DOH, the public, or other parties, as requested by the City, to support discussion of the testing results and/or additional information provided by Anchor QEA.

SCHEDULE

Additional research and reporting of urban and regional concentrations and associated information is anticipated to be conducted in January during release of the information to the public. Coordination with DOH and other parties may extend into Spring 2013, depending on the schedule for DOH development of the Health Consultations.

ESTIMATED COST

Services will be performed on a time-and-materials basis, not to exceed \$8,485 without prior written authorization. The attached table provides the basis for this estimate. Work will be completed under the existing contract between the City and Anchor QEA (Contract No. 12-C1030).

If you need any additional information, please feel free to contact me at (206) 903-3322 or by email (dberlin@anchorqea.com).

Sincerely,

A handwritten signature in black ink, appearing to read "D. Berlin".

Dan Berlin
Anchor QEA, LLC

cc: Tom Wang, Anchor QEA

Kenmore Sediment Project Public/Agency Involvement Support

		Hours by Labor Categories (hourly rates shown in parentheses)					
		Principal CM / Engineer/ LA / Planner / Scientist (\$215)	Managing Analyst / CM / Engineer / LA / Planner / Scientist (\$175)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$155)			
Task	Task Description				Total Hours	Total Labor Cost	Total Cost
1	Support for Public/Agency Involvement	4.00	17.00	30.00	51.00	\$ 8,485.00	\$ 8,485.00
Total Hours		4.00	17.00	30.00	51.00		
Total Cost		\$860	\$2,975	\$4,650		\$8,485	\$8,485



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

Subject/Topic: Amendment #2 to Contract No. 12-C1030 with Anchor QEA for sediment sampling and analysis in the amount of \$5700 for a total contract amount not to exceed \$145,014 Proposed Council Action/Motion: Approve Amendment #2 to Contract No. 12-C1030 with Anchor QEA for sediment sampling and analysis in the amount of \$5700 for a total contract amount not to exceed \$145,014	For Council Meeting Agenda of: 5 November 2012 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <u>NKD 5 Nov 2012</u> Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>RAK</u> Exhibits/Attachments: - Proposed Amendment #2 to Contract No.12-C1030 - Agenda Bill from Oct 8 2012 for Amendment #1
Expenditure Required \$0 (Lake Forest Park is responsible for the amendment amount) Amount Budgeted Previous authorizations total \$139,314 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The City Council approved a contract with Anchor QEA in May 2012 to perform sediment sampling and analysis in the Kenmore Navigation Channel, Log Boom Park and Sammamish River area with an authorization of \$67,228. In October 2012, the Council approved Amendment #1 in the amount of \$72,086 to the contract to include additional sampling and analysis identified by the City and the Washington Department of Ecology (DOE). DOE will provide \$35,000 to support part of this work. The proposed Amendment #2 adds \$5700 to the contract authorization to include two sediment samples requested by the City of Lake Forest Park in Lake Washington at Lyon Creek Park. The samples will be submitted for the same analysis as samples being collected at Log Boom Park in Kenmore. The City of Lake Forest Park will be responsible for the costs associated with the sampling and analysis of the requested samples at Lyon Creek Park. As with the Department of Ecology, the City of Kenmore will enter into a Memorandum of Agreement with the City of Lake Forest Park outlining the cost reimbursement and other features of the project. The City and DOE are entering into a Memorandum of Agreement regarding the collaboration on this project, and the Department will reimburse the City in the amount of \$35,000. The owner of an adjacent marina will also reimburse the City for sampling and analysis on their property in the amount of approximately \$8000. The projected total cost to the City for this effort following reimbursements is \$96,064.	
<u>FISCAL CONSIDERATION:</u> The amendment does not assign additional cost to the City.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 2011-2012 Goals: Continue to Seek Opportunities for Successful Lakepointe Development; Address Watershed Issues Affecting the City	

H:\C:\MACM\NKD\Agenda Bill Drafts\AR 5 Nov 2012 Anchor Amendment #2.doc

VIID. Approve Amendment No. 4 to Contract No. 12-C1030 with Anchor QEA for Lake Washington Sediment Sampling & Analysis

**Contract No. 12-C1030
Amendment No. 2**

The following sections of the contract for consultant services dated May 21, 2012, between the City of Kenmore and Anchor QEA, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant. In addition to the services outlined in the original contract and Amendment #1, the Consultant will perform the following services:
At the request of the City of Lake Forest Park, two sediment samples will be collected along the northwestern shoreline of Lake Washington. These samples are located at Lyon Creek Park and will be collected using a hand trowel from shallow submerged or exposed sediment areas. They will be tested for the same parameters as those sediment samples being tested at Log Boom Park. The City of Lake Forest Park will be responsible for the costs (estimated at \$5700) related to the requested samples.

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

The City shall pay Consultant:

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

☒ A sum not to exceed \$145,014

☐ 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.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2012 and ending April 30, 2013 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney



Figure 2
Proposed Sample Locations
Sampling and Analysis Plan
Kenmore Sediment Characterization

Rob Karlinsey

From: Nancy Ousley
Sent: Monday, November 05, 2012 2:17 PM
To: Rob Karlinsey
Subject: FW: LFP Comment Letter

Here is information re Lake Forest Park payment for the requested samples.

NANCY K. OUSLEY
ASSISTANT CITY MANAGER
CITY OF KENMORE
425.398.8900
206.604.6217 cell

-----Original Message-----

From: BOB STERBANK [mailto:BOB@kenyondisend.com]
Sent: Wednesday, October 31, 2012 3:17 PM
To: Aaron Halverson; Pete Rose; William Joyce
Cc: Nancy Ousley
Subject: Re: LFP Comment Letter

Hi Bill:

Any word on the status of the draft MOA?

FYI, LFP has touched base with DOE, who recommends that we arrange for two sediment samples on the City's property, rather than a combined water/sediment sample. Aaron Halverson has been in touch with Dan Berlin at Anchor, and we understand the additional sample will result in additional cost (a total of \$5,700), which LFP is willing to pay. ←

I will be in a SEPA appeal / preliminary plat hearing starting tomorrow and extending through Saturday, and possibly next week, but will do my best to review the MOA quickly when you get it to me.

Thanks,

Bob

Bob C. Sterbank
Kenyon Disend, PLLC
The Municipal Law Firm
11 Front Street South
Issaquah, WA 98027-3820

Direct Tel: (425) 988-2208
Main Tel: (425) 392-7090
Fax: (425) 392-7071
bob@kenyondisend.com
www.kenyondisend.com



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment #1 to Contract No. 12-C1030 with Anchor QEA for sediment sampling and analysis in the amount of \$72,086 for a total contract amount not to exceed \$139,314 Proposed Council Action/Motion: Approve Amendment #1 to Contract No. 12-C1030 with Anchor QEA for sediment sampling and analysis in the amount of \$72,086 for a total contract amount not to exceed \$139,314	For Council Meeting Agenda of: 8 October 2012 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <i>AKO 10-4-12</i> Approved by City Attorney: <i>POK</i> Approved by Finance Director: <i>eng 10-4-12</i> Approved by City Manager: <i>[Signature]</i> Exhibits/Attachments: 1. Proposed Amendment #1 to Contract No.12-C1030, including project budget summary 2. Contract No. 12-C1030
Expenditure Required \$72,086 Amount Budgeted \$50,000 Appropriation Required \$46,064	
<u>INFORMATION/BACKGROUND:</u> The City Council approved a contract with Anchor QEA in May 2012 to perform sediment sampling and analysis in the Kenmore Navigation Channel, Log Boom Park and Sammamish River area. Since that time, the Washington Department of Ecology (DOE) and the City have identified additional areas to sample, and DOE has secured funding to support part of this work. The Washington Department of Health and the US Army Corps of Engineers Dredged Material Management Program are reviewing the sampling plan, and the Department of Health will prepare Health Assessment reports for the Kenmore Industrial Park at Lakepointe and Log Boom Park following the analysis of test results. The additional sampling and analysis is expected to cost \$72,086 beyond the original contract authorization of \$67,228. The City and DOE are entering into a Memorandum of Agreement regarding the collaboration on this project, and the Department will reimburse the City in the amount of \$35,000. The owner of an adjacent marina will also reimburse the City for sampling and analysis on their property in the amount of approximately \$8000. The projected total cost to the City for this effort following reimbursements is \$96,064. <u>FISCAL CONSIDERATION:</u> An appropriation of \$46,064 from fund balance is required to cover the City's costs after reimbursement. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 2011-2012 Goals: Continue to Seek Opportunities for Successful Lakepointe Development; Address Watershed Issues Affecting the City	

Contract No. 12-C1030

Anchor QEA

October 1, 2012

May 2012 Contract

• City Samples (12)	\$ 50,647
• Private Properties Sampling*	\$ 16,581
• Total Contract Authorization	\$ 67,228

Amended Scope: City and Dept of Ecology \$ 72,086

Total Amended Contract Amount \$139,314

Dept of Ecology Reimbursement (\$ 35,000)

Private Property reimbursement** (\$ 8,250)

Total Cost to City \$ 96,064

**Difference between City's costs in original contract
and amendment**

\$ 45,417

***Northlake Marina and Kenmore Air sampling were included in the original scope. Kenmore Air elected not to participate in the project.**

****Northlake Marina estimated reimbursement**

**Contract No. 12-C1030
Amendment No. 1**

The following sections of the contract for consultant services dated May 21, 2012, between the City of Kenmore and Anchor QEA, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services to be Performed by Consultant. (scope amendment as attached)

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

The City shall pay Consultant:

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

X A sum not to exceed \$139,314

 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.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2012 and ending April 30, 2013 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CITY OF KENMORE:

CONSULTANT:

BY: _____
Rob Karlinsey
Title: City Manager

By: _____
Title: _____
Address: _____



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

September 26, 2012

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

Re: Scope of Work Amendment to Conduct Additional Sediment and Water 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 additional sediment and water sampling and testing on behalf of the City of Kenmore (City). The work identified in this scope of work reflects activities not included in the original scope of work for a screening level chemical characterization of sediment in the Kenmore Navigation Channel and other nearby areas. The screening level characterization is still being conducted as originally described; however additional sediment and water samples have been added, based on discussion between the Washington State Department of Ecology (Ecology) and the City. This scope includes additional planning and coordination, sampling, and testing activities not included in the original scope of work.

SCOPE OF WORK

As described in the original 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. A screening level sediment characterization in the channel was described in the original scope of work to understand options for disposal of dredged

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sediment. Some additional sampling and testing outside of the Kenmore Navigation Channel was included in the original scope of work to better understand sediment concentrations in the area. However, based on discussions with Ecology and the Washington Department of Health (DOH), additional sediment and water samples will provide more information on the presence of potential chemicals of concern. A portion of the additional samples included in this amendment will be funded by Ecology through a grant to the City, which is intended to support further evaluations to be conducted by Ecology. The additional sampling is also intended to support a health consultation to be developed by DOH for sediment near Log Boom Park and adjacent to Kenmore Industrial Park.

Tasks 1, 2, and 3 below describe additional activities not included in the original scope of work for project planning, coordination, and updates to the SAP Memo field sampling, and results reporting due to the additional sampling and testing.

Task 1 – Project Planning, Agency Coordination, and Updates to SAP Memo

This task includes providing additional support to the City to assist with project planning and agency coordination to define sampling/testing objectives and establish the appropriate location and number of samples to support City, Ecology, and DOH goals. It also includes revising the SAP Memo to include additional sampling and testing requirements beyond the sampling and testing requirements included in the original SAP Memo.

The revised SAP Memo will be updated to describe the sampling objectives, locations and methodology for field sampling and sample handling, analytical testing requirements, and reporting requirements for the additional 12 sediment samples and the 4 water samples (including field duplicates) not included in the original scope of work. Between the originally scoped 16 samples and the 12 new samples, a total of 28 sediment samples will be collected analyzed for the project, which are intended to satisfy the objectives of the City, Ecology, and DOH. It is assumed that there will be minimal comments from the City or Agencies on the draft SAP Memo. The Agency approved updated SAP Memo will be used during field sediment sampling.

The estimated cost for additional coordination and planning activities, and updating the SAP Memo is \$15,624.

Task 2 – Additional Field Sampling & Lab Coordination

Field sampling will take an additional 2 days to collect 12 sediment samples and 4 surface water samples (including duplicates). Additional samples are anticipated to be collected from adjacent to Log Boom Park, within and adjacent to Harbor Village marina, within the Sammamish River, and near Kenmore Industrial Park. Sampling will be conducted in accordance with the approved SAP Memo. Samples from the Kenmore navigation channel will be box core or power grab samples to the maximum penetration possible (20-30 cm below mudline). All other sediment samples will also be collected from the top 10 cm. Samples located along the shoreline will be collected by hand. Sediment samples will be forwarded to the appropriate laboratories for analysis. Adequate sediment volume will be collected for testing of the DMMP and SMS analyte list (metals, semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), tributyl tin (porewater), dioxin/furan, 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 key assumptions associated with the additional sediment and water samples include:

- Six sediment grab samples collected outside the Kenmore Navigation Channel collected from the top 10 cm below mudline.
- Four sediment samples collected by hand from shoreline or tributary 0056 locations from the top 10 cm.
- Three water samples collected with a grab sampler (e.g., Van Dorn sampler) from the upper 3 ft of the water column.
- Two sediment and one water field duplicate samples for field QA/QC.
- Chemical testing of the DMMP and SMS analyte list for all 10 additional sediment samples.

- Chemical testing for SVOCs, total and dissolved priority pollutant metals, and suspended solids for water.
- In-situ collection of water quality parameters (e.g., temperature, dissolved oxygen, etc.) at water sample locations.
- This task includes costs for data validation of the chemical testing data.
- Anchor QEA will provide 2 field staff each to collect sediment and water samples, and prepare samples for dispatch to the laboratory.
- Additional field sampling will require two days for additional sediment and water 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.
- Anchor QEA will not acquire permits or access agreements for sampling. If required, these will be acquired by the City or Ecology.

The estimated cost for additional sampling and analytical testing is \$52,225.

Task 3 – Additional Sampling Results Reporting

This task includes additional time to incorporate sampling and testing results into the draft and final Data Report. 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. Additional time included in this task includes incorporating the additional data into summary data tables and maps, and a description of methods for additional sample collection, processing, handling, and transport, including a description of any deviations from the SAP Memo. Time is also included for exporting additional results into Ecology's Environmental Information Management (EIM) System.

Ecology and DOH may prepare separate reports with additional evaluations and interpretation based on the information included in the Data Report. A nominal amount of support is included in this scope of work to modify sampling figures for use in Ecology's

evaluation and interpretation report. However, no additional time is included in this scope of work to support other development or preparation of either Ecology or DOH reports.

The estimated cost for evaluating and reporting the additional data in the report is \$4,237.

Schedule

The estimated schedule for each of the above tasks is summarized in Table 1. Finalization of the SAP Memo and Results Memo is anticipated for mid October, with sampling planned for end of October.

Table 1
Schedule

Task	Description	Schedule	Activity
1	Sampling and Analysis Plan Memo	Mid October	Submittal of Draft SAP Memo to City and Ecology
2	Field Sampling and Lab Coordination	1 week; initiated within 2-3 weeks of SAP Memo approval by Ecology and other agencies	Field Sampling & Lab Coordination
	Lab Testing	4 weeks for chemistry testing	Chemistry Testing
	Data Validation	4 weeks for data validation and QA/QC	Data Validation
3	Sampling Results Reporting	4 weeks after receipt of validated results and completion of QA/QC	Draft Results Memo; Data submitted to EIM

Estimated Cost

Table 2 presents the anticipated cost for this amendment for each task.

Table 2
Estimated Costs

Task	Description	Cost
Task 1	Project Planning, Agency Coordination, and Updates to SAP Memo	\$15,624
Task 2	Additional Field Sampling and Lab Coordination	\$52,225
Task 3	Additional Sampling Results Reporting	\$4,237
	Total	\$72,086

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

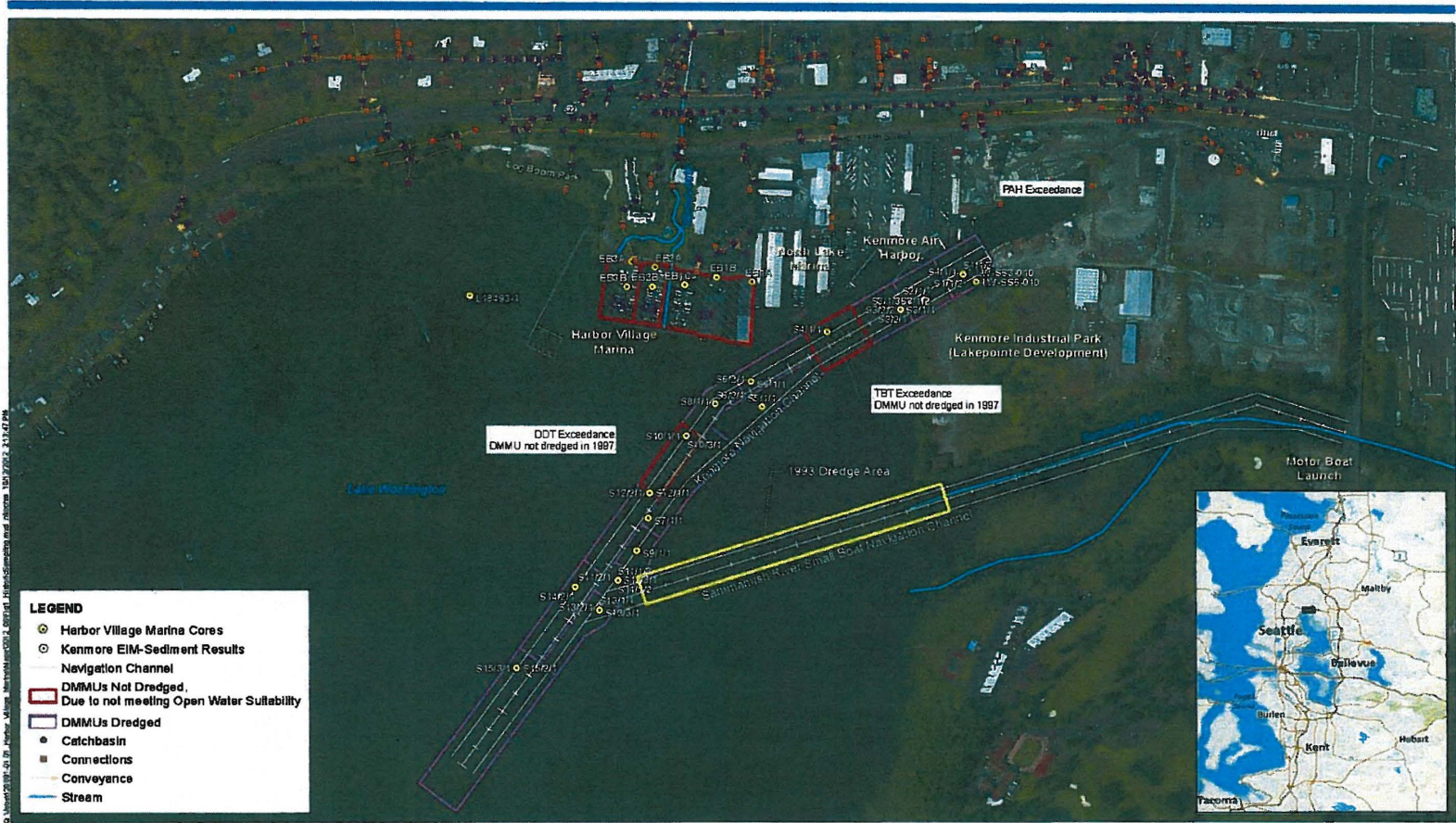




Figure 2
Proposed Sample Locations
Sampling and Analysis Plan
Kenmore Sediment Characterization

Kanmon Sediment Characterization Amendment

Task	Description	Hours by Labor Categories (Security costs shown in parentheses)										Total Labor Hours	Total Labor Cost	Subcontractor Direct Costs	Subcontractor Markup	Total Subcontractor Costs	Reimbursable Direct Costs	Total Reimbursable Costs	Equipment Direct Costs	Equipment Markup	Total Equipment Costs	Total Cost			
		Principal CM / Engineer / US Forest / Planner / Scientist (\$115)		Managing Analysts / CM / Engineer / US Forest / Scientist (\$137)		Senior Analyst / CM / Engineer / US Forest / Scientist (\$135)		Staff 3 Analysts / CM / Engineer / US Forest / Scientist (\$140)		Staff 2 Analysts / CM / Engineer / US Forest / Scientist (\$125)													Staff 1 Analysts / CM / Engineer / US Forest / Scientist (\$100)		Project Coordinator (Admin) / (\$20)
Task1	Project Planning and Coordination with the City/Ecology, and Revisions to SAP Memo	20.00	24.00	12.00	-	-	-	-	-	-	-	56.00	\$ 10,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,560			
1.1	Coordination with the City and Ecology	2.00	4.00	10.00	-	4.00	2.00	4.00	-	-	-	26.00	\$ 3,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,746			
1.2	Revises Draft SAP Memo	-	2.00	4.00	-	2.00	-	2.00	-	-	-	10.00	\$ 1,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,398			
Task2	Field Sampling and Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
2.1	Field Prep and Lab Coordination	-	-	3.00	2.00	-	-	6.00	-	-	-	11.00	\$ 1,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,665			
2.2	Sediment Field Sampling and Analysis	-	-	20.00	20.00	-	-	-	-	-	-	40.00	\$ 5,900	\$ 29,245	\$ 2,924	\$ 32,169	\$ -	\$ -	\$ 65	\$ 7	\$ 72	\$ 32,241			
2.3	Water Field Sampling and Analysis	-	-	6.00	6.00	-	-	-	-	-	-	12.00	\$ 1,770	\$ 10,992	\$ 1,099	\$ 11,101	\$ -	\$ -	\$ 135	\$ 14	\$ 149	\$ 13,019			
Task3	Results Reporting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
3.1	Draft Results Report	2.00	2.00	30.00	-	2.00	2.00	-	-	-	-	38.00	\$ 5,468	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,468			
3.2	Final Results Report	-	-	4.00	-	4.00	-	-	-	-	-	8.00	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,120			
	Total Hours	24.00	32.00	67.00	28.00	12.00	10.00	9.00	-	-	-	141	\$ 20,184	\$ 39,245	\$ 3,024	\$ 43,270	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 72,699			
	Total Cost	\$1,104	\$5,000	\$18,583	\$5,320	\$1,500	\$1,000	\$621				\$39,418	\$79,334	\$39,245	\$3,024	\$43,270	\$0	\$0	\$0	\$0	\$0	\$72,699			

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 \$67,228.00

___ 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

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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

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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.

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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: Rob Karlinsey
Rob Karlinsey
Title: City Manager

By: Thomas Wang
Title: Partner

Date: 5/21/12

Date: 5/29/12

ATTEST AS TO FORM:

Rod Kaseguma
Rod Kaseguma, City Attorney



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

May 18, 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, offshore of Log Boom Park, and in other areas identified by the City. 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, a minimum of two sediment grab samples from near Log Boom Park, and four additional samples from the Sammamish River, near LakePointe, and/or Log Boom Park.

Testing of the full DMMP analyte list will be conducted 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, at a minimum. Additional sampling may occur from the Sammamish River, near LakePointe, and/or near Log Boom Park, depending on input and final decisions from the City. Sampling will be conducted in accordance with the approved SAP Memo, which will consist of sediment samples from six locations within the navigation channel, two locations near Log Boom Park (at a minimum), and four additional locations (to be determined). 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 and other areas identified for sampling by the City 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.

- Four additional samples from the Sammamish River, near LakePointe, and/or near Log Boom Park (exact locations to be determined based on final input from the City).
- Chemical testing of the full DMMP analyte list for samples from the navigation channel, Log Boom Park, and other areas identified by the City.
- 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 \$33,843.

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:

- Four 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

Estimated Cost

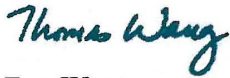
Table 2 presents an anticipated cost for each task. The total budget for Task 1a, b, and c is anticipated to be \$50,625. The total budget for Tasks 2a, b, and c is anticipated to be \$16,581. Total budget for Tasks 1 and 2 is \$57,228.

**Table 2
Estimated Costs**

Task	Description	Cost
Task 1a	Sampling and Analysis Plan	\$8,936
Task 1b	Field Sampling and Lab Coordination	\$33,843
Task 1c	Sampling Results Reporting	\$7,846
	Task 1a, b, c Total	\$50,625
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	\$67,206

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

Task	Task Description	Monthly Labor Categories										Total Hours	Total Labor Cost	Total Subcontractor Expenses	Total Materials Expenses	Total Equipment Expenses	Total Direct Expenses	Total Cost
		Principal CEA / Engineer / NA / Planner / Analyst	Managing CEA / Engineer / NA / Planner / Analyst	Staff 1 CEA / Engineer / NA / Planner / Analyst	Staff 2 CEA / Engineer / NA / Planner / Analyst	Staff 3 CEA / Engineer / NA / Planner / Analyst	Staff 4 CEA / Engineer / NA / Planner / Analyst	Staff 5 CEA / Engineer / NA / Planner / Analyst	Project Coordinator	Under CEA / Engineer / NA / Planner / Analyst	Project Coordinator							
	Task Description	24.00	274.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00
14	Sampling and Analysis Plan Memo	10.00	12.00									12.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00
15	Navigation Channel Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
16	Navigation Channel Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
17	Navigation Channel Long Term Field Sampling	4.00	6.00	4.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	104.00	\$ 10,400.00	\$ -	\$ -	\$ -	\$ 10,400.00	\$ 10,400.00
18	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
19	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
20	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
21	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
22	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
23	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
24	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
25	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
26	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
27	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
28	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
29	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
30	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
31	Navigation Channel Long Term Field Sampling											10.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
TOTAL HOURS		10.00	284.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	210.00	\$ 21,000.00	\$ 17,700.00	\$ 130.00	\$ 780.00	\$ 39,510.00	\$ 39,510.00
TOTAL COST		\$ 5,250.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 5,070.00	\$ 21,000.00	\$ 21,000.00	\$ 17,700.00	\$ 130.00	\$ 780.00	\$ 39,510.00	\$ 39,510.00

VIID. Approve Amendment No. 4 to Contract No. 12-C1030 with Anchor QEA for Lake Washington Sediment Sampling & Analysis

Task 1: Sampling and Analysis Plan Memo

TASK TOTAL:	\$	6,885.00				
LABOR SUBTASK TOTAL:	\$	5,284.00	\$	1,728.00	\$	700.00
LABOR TOTAL HOURS:		40.00		6.00		4.00
SUBCONTRACTOR SUBTASK TOTAL:	\$	-	\$	-	\$	-
REIMBURSABLES SUBTASK TOTAL:	\$	60.00	\$	-	\$	-
EQUIPMENT SUBTASK TOTAL:	\$	-	\$	-	\$	-

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Draft SAP Memo	City Council Pre-Briefing and Public Meeting with DMMP	Final SAP Memo
				Subtask 1a.1	Subtask 1a.2	Subtask 1a.4
Generic Principal	Principal CM / Engineer / IA / Planner / Scientist	215	10.00	2	8	
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / IA / Planner / Scientist	195	-			
Generic Project Manager	Managing Analyst / CM / Engineer / IA / Planner / Scientist	175	12.00	6		2
Generic Senior 2d/Plan/Eng	Senior Analyst / CM / Engineer / IA / Planner / Scientist	155	-			
Generic Staff 3	Staff 3 Analyst / CM / Engineer / IA / Planner / Scientist	140	-			
Generic Staff 2	Staff 2 Analyst / CM / Engineer / IA / Planner / Scientist	125	24.00	24		
Generic Staff 1	Staff 1 Analyst / CM / Engineer / IA / Planner / Scientist	105	4.00			4
Generic Field Technician (Intern)	Technician	80	-			
Generic Senior CAD Designer	Senior CAD Designer	112	6.00	4		2
Generic CAD Designer	CAD Designer	95	-			
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	80	-			
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	80	6.00	4		2

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	1a.1	1a.2	1a.3	1a.4

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			

Task1b: Navigation Channel Field Sampling and Lab Coordination

TASK TOTAL:	\$	23,843.94			
LABOR SUBTASK TOTAL:	\$	1,438.00	\$	3,180.00	\$ 590.00
LABOR TOTAL HOURS:		10.00		24.00	4.00
SUBCONTRACTOR SUBTASK TOTAL:	\$	-	\$	18,895.98	\$ 9,447.68
REIMBURSABLES SUBTASK TOTAL:	\$	-	\$	-	-
EQUIPMENT SUBTASK TOTAL:	\$	-	\$	979.90	-

				Sub-Task Descriptions:		
				Field Prep/Lab Coordination	Nav Channel /Log Boom Park Sample Collection	4 Supplemental Locations per Council Request
ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Subtask 1b.1	Subtask 1b.2	Subtask 1b.3
Generic Principal	Principal CM / Engineer / IA / Planner / Scientist	215	-			
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / IA / Planner / Scientist	185	-			
Generic Project Manager	Managing Analyst / CM / Engineer / IA / Planner / Scientist	175	2.00		2	
Generic Senior QA/Plan/Eng	Senior Analyst / CM / Engineer / IA / Planner / Scientist	155	-			
Generic Staff 3	Staff 3 Analyst / CM / Engineer / IA / Planner / Scientist	140	18.00		4	12
Generic Staff 2	Staff 2 Analyst / CM / Engineer / IA / Planner / Scientist	125	18.00		4	12
Generic Staff 1	Staff 1 Analyst / CM / Engineer / IA / Planner / Scientist	105	-			
Generic Field Technician (Interns)	Technician	80	-			
Generic Senior CAD Designer	Senior CAD Designer	112	-			
Generic CAD Designer	CAD Designer	85	-			
Generic Project Coordinator (Admin.)	Project Coordinator (Admin.)	80	-			
Generic Project Coordinator (PA's)	Project Coordinator (PA's)	80	-			
			-			
			-			
			-			
			-			
			-			
			-			
			-			

SUB-CONTRACTORS	DESCRIPTION	TOTAL COST	1b.1	1b.2	1b.3
Analysis and Lab	ANL	23,343.90		\$ 17,177.60	\$ 6,586.80
		-			
		-			
		-			

EQUIPMENT	RATE UNIT	RATE	TOTAL UNITS	1b.1	1b.2	1b.3
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
			-			

Task1c: Navigation Channel/Lag Boom Peric: Sampling Results Reporting

TASK TOTAL: \$ 7,046.00
 LABOR SUBTASK TOTAL: \$ 5,998.00 \$ 780.00 \$ 1,028.00
 LABOR TOTAL HOURS: 48.00 4.00 8.00
 SUBCONTRACTOR SUBTASK TOTAL: \$ - \$ - \$ -
 REBURSABLES SUBTASK TOTAL: \$ 40.00 \$ - \$ -
 EQUIPMENT SUBTASK TOTAL: \$ - \$ - \$ -

Sub-Task Descriptions:

ANCHOR QEA STAFF	BILLING CATEGORY	BILLING RATE	TOTAL HOURS	Sub-Task Descriptions:		
				Draft Report	Conference Call with DMMP	Final Report
				Subtask 1c.1	Subtask 1c.2	Subtask 1c.3
Generic Principal	Principal CM / Engineer / IA / Planner / Scientist	215	4.00		2	2
Generic Senior Project Manager	Senior Managing Analyst / CM / Engineer / IA / Planner / Scientist	195				
Generic Project Manager	Managing Analyst / CM / Engineer / IA / Planner / Scientist	175	8.00		4	2
Generic Senior Sci/Plan/Eng	Senior Analyst / CM / Engineer / IA / Planner / Scientist	155				
Generic Staff 3	Staff 3 Analyst / CM / Engineer / IA / Planner / Scientist	140	4.00		4	
Generic Staff 2	Staff 2 Analyst / CM / Engineer / IA / Planner / Scientist	125	24.00		20	4
Generic Staff 1	Staff 1 Analyst / CM / Engineer / IA / Planner / Scientist	105	10.00		10	
Generic Field Technician (Intern)	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

REBURSABLES	DESCRIPTION	COST PER UNIT	TOTAL COST	1c.1	1c.2	1c.3
In-Home Expenses						
Computer Modeling (\$/hr)	0 of hours	10	40.00	4		

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:				Additional SAP Memo Details
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 Sd/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
<i>In-House Expenses</i>				
Computer Modeling (\$/hr)	# of hours	10	10.00	1
			-	
			-	

TASK TOTAL:	\$	18,077.18	
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

EQUIPMENT		RATE	UNIT	TOTAL UNITS	2b.1	2b.2
Field Sampling Gear (sediment)	day	20		1.00		
Health & Safety Equipment (PPE) - "D" - gloves	day	20		1.00		
Digital Camera		5		1.00		
Boat Rental	day	900		1.00		
				-		
				-		
				-		
				-		

VIID. Approve Amendment No. 4 to Contract No. 12-C1030 with Anchor QEA for Lake Washington Sediment Sampling & Analysis

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 Scl/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	
			-		
			-		



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

73rd Ave Structure Demolition Contract –
Contract No. 13-C1106

For Council Meeting Agenda of: 5/28/2013

Department: Engineering

Prepared by: Z. Richardson

Proposed Council Action/Motion: Authorize the City Manager to approve and sign Contract No. 13-C1106, for \$ 66,055, for work associated with the Swamp Creek Demolition Project

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

KNO 5/24/13

N/A

CR

RLK

Exhibits/Attachments:

None

Expenditure Required \$ 66,055

Amount Budgeted \$ 0

Appropriation Required \$ 66,055

See 'Fiscal Consideration' Below

See 'Fiscal Consideration' Below

INFORMATION/BACKGROUND: The City recently acquired three single family residential homes within the Swamp Creek floodplain. The sites experience re-occurring flooding and the City was able to secure King County Conservation Futures Tax (CFT) funds to pay for half of the acquisition. The existing structures are to be demolished to restore the floodplain to natural conditions. The addresses of the 3 demolition sites are 1) 7321 NE 192nd St, 2) 18808 73rd Ave NE, and 3) 18804 73rd Ave NE in Kenmore.

Work under this contract includes: demolition and removal of all structures and debris from all three properties, basic grading to eliminate fall hazards, and seeding the site with a wet area seed mix.

Staff advertised the project for bid to the City's Small Works Roster and collected all bids. The engineer's estimate for the project was \$45,000. All bids came in above the engineer's estimate. Staff believe that the higher bids are a result of the large amounts of standing water that were still onsite during the site investigation despite limited recent rain; contractors had to considered the extra work that would be required to mitigate for the flooding conditions during demolition.

FISCAL CONSIDERATION: All three properties were purchase prior to the 2013-2014 Budget. Previous budgets included money for both the acquisition and demolition of the homes, and the budgeted amounts were sufficient to cover the expected cost of demolition. However, the resources needed for demolition were not carried forward in the 3/25/2013 budget amendment. The funds exist within the surface water program ending fund balance, currently projected at \$298,681. The current budget for this fund is \$2,849,626 and this expenditure will increase the surface water fund budget to approximately \$2,915,681, reducing the ending fund balance to approximately \$232,626. Staff will include this work within the mid-biennium budget amendment to properly document the 2013-2014 funds required for this project.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

#8 - Move the City Council's interconnectivity vision forward toward implementation: The open space created through the demolition enhances opportunities to provide a trail/park through the Swamp Creek wetland area.

#10 – Address watershed issues affecting the City: The demolition project removes structures which are heavily impacted by flooding along Swamp Creek and will restore wetland area to a more natural state.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Zayo Group Franchise	For Council Meeting Agenda of: May 28, 2013 Department: Public Works Prepared by: Jennifer Gordon										
Proposed Council Action/Motion: No Action Proposed. Presentation by Dylan DeVito, Sr. Director of Network Development for Zayo Group	<table border="0"><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td></td></tr><tr><td>Approved by City Attorney:</td><td><u>D.R. ✓</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>June 5/17/13</u></td></tr><tr><td>Approved by City Manager:</td><td><u>JKK</u></td></tr></table> Exhibits/Attachments: DRAFT Ordinance 13-0359		<u>Initial & Date</u>	Approved by Department Head:		Approved by City Attorney:	<u>D.R. ✓</u>	Approved by Finance Director:	<u>June 5/17/13</u>	Approved by City Manager:	<u>JKK</u>
	<u>Initial & Date</u>										
Approved by Department Head:											
Approved by City Attorney:	<u>D.R. ✓</u>										
Approved by Finance Director:	<u>June 5/17/13</u>										
Approved by City Manager:	<u>JKK</u>										
Expenditure Required \$0	Amount Budgeted \$0										
Appropriation Required \$0											
<u>INFORMATION/BACKGROUND:</u> The Zayo Group will be providing Fiber to the Tower (FTT) service to one of the major wireless carriers, which is upgrading their 4G coverage around the Puget Sound region. FTT is a wholesale backhaul solution provided to a wireless carrier which expands its broadband capacity to move data between the cell tower and the provider's backbone network. The capacity augmentation gives the wireless carrier additional bandwidth to keep up with growing mobile usage, resulting in better service to its customers (the consumers). Zayo retains ownership of the installed fiber, leasing a part of its capacity to the present carrier and then looks for additional opportunities to sell remaining capacity. Zayo does not provide any voice or other end user services, they are strictly wholesale. The FTT will be installed along 80 th Ave NE from the northern City limits to NE 175 th St and on NE 175 th ST from 80 th Ave NE to the 7500 Blk. State law requires the City Council to consider the franchise at two public meetings prior to adoption, therefore the franchise may not be adopted on May 28, 2013.											
<u>FISCAL CONSIDERATION:</u> None											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> The City has not done business with the Zayo Group in the past, and the City needs to be protected financially and otherwise in case Zayo Group, for whatever reason, is unable to complete the contracted work or abandons its facilities. Section 24 of the franchise requires a security device in the amount of											

\$35,000 to ensure performance of the franchise provisions, including removal of the facilities if they are abandoned. In addition, appropriate contract language and mechanisms should be in place between the City and Puget Sound Energy (owner of the poles) to protect the City.

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0359

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING AND GRANTING ZAYO GROUP, LLC A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REPLACE A TELECOMMUNICATIONS (FIBER OPTIC) SYSTEM IN, UPON, ABOVE, UNDER, ALONG, ACROSS AND THROUGH PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Zayo Group, LLC (Zayo Group) has requested the City to grant it the right to install, operate and maintain a telecommunications (fiber optic) system within the public rights-of-way of the City; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the public rights-of-way; and

WHEREAS, RCW 35A.47.040 grants the City the broad authority to grant non-exclusive franchises; and

WHEREAS, in order to maintain control over the use of public rights-of-way by utilities operating within the City, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Zayo Group is such a utility, and it has negotiated a franchise agreement with the City acceptable to both parties; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of its citizens to grant a non-exclusive franchise to Zayo Group for the operation of a fiber optic system within the City's public rights-of-way;

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

Section 1. Recitals Incorporated. The Recitals set forth above are herein incorporated by reference as if set forth in full.

Section 2. Finding of Public Interest. The City Council hereby finds that the Non-Exclusive Telecommunications Franchise with Zayo Group, LLC, attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

Section 3. Franchise Authorized. The City Council hereby accepts and authorizes the City Manager to enter into the attached franchise agreement, Exhibit A, granting Zayo Group, LLC to construct, operate and maintain a telecommunications (fiber optic) system in, across, under, upon, along and over public roads and rights-of-way of the City of Kenmore.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

APPROVED by the City Council this _____ day of _____, 2013.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, 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 TO ORDINANCE _____

**NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE
WITH THE ZAYO GROUP LLC**

THIS TELECOMMUNICATIONS FRANCHISE (this "Franchise") is entered into on _____, 2013 by and between the City of Kenmore, a municipal corporation ("City") and Zayo Group, LLC, a _____ corporation ("Franchisee").

Section 1. Recitals Incorporated. The recitals set forth in Ordinance No. 2013-____ are incorporated herein as if set forth in full.

Section 2. Definitions.

- A. "Franchisee" means Zayo Group, LLC and its heirs, successors and assigns.
- B. "City" means the City of Kenmore, a municipal corporation of the State of Washington.
- C. "Franchise Area" means: any, every and all of the public roads, streets, avenues, alleys, highways, grounds and rights-of-way of the City as now laid out, platted, dedicated or improved; and any, every and all public roads, streets, avenues, alleys, highways, grounds, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended; provided, the Franchisee Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.
- D. "Facilities" means Franchisee's wires, lines, conduits, cables, communication and signal lines, vaults and all necessary or convenient facilities and appurtenances, located in, upon, above or under the Franchise Area. Franchisee shall provide the City with plans depicting all Facilities that are planned to be constructed and maintained pursuant to this Franchise.
- E. "Ordinance" means Ordinance No. 2013-____, which authorized and granted this Franchise.

Section 3. Franchise Granted. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee, subject to the terms and conditions hereinafter set forth, the right, privilege, authority, and franchise to:

- A. Construct, connect and install Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, above, under, along, across, and

through the Franchise Area for purposes of providing telecommunication (fiber optic) services ("Telecommunication Services"); and

- B. Charge and collect tolls, rates and compensation for such Telecommunication Services and such uses as authorized by the Federal Communications Commission (FCC) and/or the Washington Utilities and Transportation Commission (WUTC).
- C. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in Franchisee, including any fee or leasehold interest or easement rights.

Section 4. Use — Maintenance of Facilities in Franchise.

- A. Franchisee is creating a fiber optic system, consisting partially of Facilities within the City. Franchisee may locate its Facilities anywhere in the Franchise Area consistent with the City's regulations and subject to applicable permit requirements. Franchisee will not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.
- B. Franchisee's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as to provide for safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City. Priority shall be given to use of those rights-of-way in the Franchise Area where construction of the Facilities can be coordinated with other City and private construction activities, will least impact the existing condition of the Franchise Area, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation.
- C. Whenever it shall be necessary for Franchisee to engage in any work within the Franchise Area, Franchisee shall apply for all necessary City permits and authorizations to do such work, and shall, except where expressly provided otherwise herein, comply with all requirements and conditions of this Franchise and such permits and authorizations, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition prior to such work, or as otherwise required by the Public Works Department and/or Community Development Department as a condition of the permit(s). Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies, and standards.
- D. Before undertaking any of the work or improvements authorized by this franchise, Franchisee shall furnish a bond executed by Franchisee and a corporate surety authorized to do a surety business in the State of Washington, with an AM Best rating of A XII in a sum to be set and approved by the City Manager or his/her

designee as sufficient to insure performance of the Franchisee's obligations under this franchise, conditioned that the Franchisee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Franchisee's obligations under this Franchise; Any surface or subsurface failure occurring during the term of this Franchise and caused by any excavation by Franchisee shall be repaired to the City's specifications, within 15 days or upon 5 days written notice to Zayo; the City shall order all necessary work to restore the damaged area to a safe and acceptable condition and Franchisee shall pay the reasonable costs of such work to the City; and shall restore the rights-of-way or property within the period of time specified by the City Manager or his/her designee in the permit issued for such work.

- E. Franchisee shall, after construction, maintenance or repair of its Facilities, restore any disturbed right-of-way to City specifications and standards generally applicable to all utilities utilizing City right-of-way. All concrete encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. Franchisee agrees to promptly complete restoration work and to promptly repair any damage caused by such work to the right-of-way at its sole cost and expense. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the pavement and/or surface in which the work was done, as indicated in the permit. In the event Franchisee fails to restore the Franchise Area to its condition as required herein, the City may, but is not obligated to, make such repairs or restoration to such Franchise Area and bill Franchisee for the cost of such restoration, including the cost of labor and equipment. Franchisee shall pay such bill to the City within thirty (30) days. In the event of non-payment thereafter, Franchisee shall pay the City's attorneys' fees and other costs incurred in collecting such amount.
- F. After the work is completed, Franchisee shall provide to the City upon request and at no cost to the City, a copy of all as-built plans, maps, and records of the Facilities. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers or other lawful authority.

Section 5. Facilities Availability. In accordance with and subject to the provisions of RCW 35.99.070 et seq., the City may request that, when Franchisee is constructing, relocating, or placing ducts or conduits in public rights-of-way, Franchisee shall provide the City with additional duct or conduit for the City's sole and exclusive governmental and non-commercial use.

Section 6. Technological Changes. The City may elect to review at intervals not less than three years, Franchisee's Facilities and services in light of reasonable City needs and interests. Should such review identify a needed change in facilities and/or service provision, Franchisee shall meet and confer with representatives of the City concerning any identified communications requirements of the City that Franchisee might fulfill.

Section 7. City Reservation of Police Powers. The City reserves unto itself the right and power at all times to exercise its police powers as specifically pertains to the time, manner, and placement of Franchisee's Facilities.

Section 8. Relocation of Facilities.

A. Whenever the City undertakes (as a public works project or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area and such public works improvement necessitates the relocation of Franchisee's then existing Facilities within the Franchise Area, the City shall:

1. Provide Franchisee written notice requesting such relocation no later than 90 days prior to the City's commencement of activities requiring such relocation; and
2. Provide Franchisee with copies of pertinent portions of the City's plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Franchisee shall relocate such Facilities within the Franchise Area as designated by the City Manager or his/her designee in accordance with the City's Public Works Standards at Franchisee's sole expense. Franchisee shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge to the City. Relocation shall be accomplished in such a manner as to accommodate the City's project. If Franchisee fails to relocate the Facilities within the time-period required by this section, then the City shall have the authority to relocate the Facilities, and Franchisee shall reimburse the City for the costs associated with said relocation.

B. Whenever any person or entity, other than the City, requires the relocation of Franchisee's Facilities to accommodate the work of such person or entity within the Franchise Area; or, the City requires any person or entity to undertake work (other than work undertaken as a public works project or at the City's cost and expense) within the Franchise Area and such work requires the relocation of Franchisee's Facilities within the Franchise Area, then Franchisee shall have the right as a condition of any such relocation to require such person or entity to:

1. Make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all reasonable costs and expenses incurred by Franchisee in the relocation of Franchisee's Facilities; and
2. Indemnify and hold Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of

Franchisee's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Franchisee's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Franchisee's Facilities.

- C. Any condition or requirement imposed by the City upon any person or entity, other than Franchise (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Franchisee's Facilities within the Franchise Area shall be a required relocation for the purposes of Paragraph B of this section.
- D. Nothing in this Section 8 "Relocating of Facilities" shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Facilities then existing under benefit of easement or other recorded rights or licenses and not within the Franchise Area.
- E. Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 9. Undergrounding of Facilities. Franchisee acknowledges that the City's policy requires the undergrounding of Facilities within the Franchise Area. Franchisee shall comply with the City's lawful policies and regulations concerning the undergrounding of Facilities within the Franchise Area to the extent such policies and regulations apply to Franchisee and its Facilities.

Section 10. Reimbursement of Costs.

- A. Pursuant to RCW 35.21.860, Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City which are directly related to the receipt, drafting, processing and approval of this Franchise, all permit(s) and license(s), to inspecting plans and construction, and to the preparation of documents and statements prepared pursuant to Chapter 43.21C of the RCW, including but not limited to consultants, City Staff and City Attorney's Office. As such expenses are incurred by the City, the City shall submit to Franchisee statements/billings for such expenses. Franchisee shall make payment

to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.

- B. No permits shall be issued for the installation of the Facilities authorized by this Franchise until such time as the City has received reimbursement and payment for its administrative expenses.
- C. In addition to the above, the Franchisee shall promptly reimburse the City for any and all direct costs the City reasonably incurs in response to any emergency involving Franchisee's Facilities.

Section 11. Reservation of Rights.

- A. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. This Franchisee is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business." As such, the rights granted under this Franchise are not conditioned upon payment of compensation in addition to reimbursement of administrative expenses as set forth in Section 10. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.
- B. The City hereby reserves its right to impose a franchise fee or tax on Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if Franchisee's operations are not those of a telephone business as defined in RCW 82.04.065, if a court of jurisdiction determines that such fees are permissible, or if statutory and regulatory prohibitions on the imposition of such fees are removed. The City also reserves its right to require that Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law.

Section 12. Indemnification.

- A. Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, consultants, representatives and agents (collectively referred to as the "City"), from any and all claims, actions, injuries, demands, liabilities, losses, costs, damages, judgments, awards or liability (collectively referred to as "Claims") made against the City on account of bodily injury, sickness or death of any person or damage to property, caused by or arising out of the negligence acts or omissions or willful misconduct of Franchisee or its agents, servants, officers, independent contractors, or employees (collectively called "Franchisee") in the

exercise or performance of the rights granted by under this Franchise. Provided, however, that in the event any Claims be presented to or filed with the City, the City shall promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim, provided further, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

- B. Franchisee's indemnification obligations pursuant to this Section shall include assuming potential liability for actions brought by Franchisee's own employee's and the employee's of Franchisee's employees, agents, servants, officers, independent contractors, or subcontractors even though Franchisee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to Claims against the City arising by virtue of Franchisee's exercise of the rights set forth in this Franchise. The obligations of Franchisee under this Subsection B have been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Franchisee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.
- C. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prompt written notice by the City of any such Claims, said indemnification obligations shall extend to Claims which are not reduced to a suit and any Claims which may be compromised, with Franchisee's consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.
- D. In the event Franchisee refuses the tender of defense in any suit or any Claims, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been wrongful refusal on the part of Franchisee, then if Franchisee does not immediately tender defense, Franchisee shall pay all of the City's reasonable costs for defense of the action, including, if incurred, all reasonable expert witness fees, costs, and reasonable attorney's fees, and the reasonable costs of the City and reasonable attorneys' fees of recovering under this indemnification Subsection.

- E. The obligations of Franchisee under this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any Claims which arises out of the negligence, willful misconduct or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.
- F. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the public rights-of-way and upon City-owned property from activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from any negligent, willful, malicious or criminal actions on the part of the City. Franchisee releases and waives any and all such claims against the City. Franchisee further agrees to indemnify, hold harmless and defend the City against all Claims, including but not limited to business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful, malicious or criminal actions on the part of the City.
- G. This section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Termination.

- A. If Franchisee shall fail to comply with the provisions of this Franchise, the City may serve upon Franchisee a written order to so comply within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may, by ordinance, declare an immediate termination of this Franchise, provided however, if any failure to comply with this Franchise by Franchisee cannot be corrected with due diligence within the thirty (30) day period (Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then Franchisee may apply to the City for an extension of time within which Franchisee may so comply, the City's approval of any extension of time applied for by Franchisee not to be unreasonably withheld.
- B. In addition to other remedies provided herein, if Franchisee is not in compliance with the requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of

pending Franchisee right-of-way permits until compliance is achieved as determined by the City.

Section 14. Nonexclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit or prevent the City from granting other and further franchises over, upon, and along the Franchise Area. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City or any of its powers, rights or privileges over the same or any part thereof.

Section 15. Franchise Term. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, with up to two (2) ten-year term extensions thereafter, as follows: the term extensions would be automatic unless, not less than ninety (90) days prior to the termination of the current terms or extension, either side gives notice of its intention to terminate or renegotiate the terms of the Franchise. It is further provided, however, that Franchisee shall have no rights under this Franchise nor shall Franchisee be bound by the terms and conditions of this Franchise unless Franchisee shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance.

Section 16. Assignment. Franchisee may assign its rights, benefits, and privileges in and under this Franchise, subject to and conditioned upon approval of the City, which approval will not be unreasonably withheld or delayed. Any assignee shall, no later than thirty (30) days of the date of any proposed assignment, file written notice of intent to assign the Franchise with the City together with the assignee's written acceptance of all terms and conditions of the Franchise and promise of compliance. Notwithstanding the foregoing, Franchisee shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits, and privileges in and under this Franchise to the Trustee for its bondholders and assign to any subsidiary, parent, affiliate or company having common control with Franchisee so long as notice of same is provided to the City and provided Franchisee remains fully liable to the City for compliance with all the terms and conditions hereof until such time as the City shall consent to such assignment as provided above.

Section 17. Insurance. Franchisee shall obtain and keep in force during the term of the Franchise commercial general liability insurance policies with insurance companies which initially have an A. M. Best's rating of "A-VI" or better, and who are approved by the insurance commissioner of the State of Washington pursuant to Title 48 RCW.

Prior to the execution of the Franchise, Franchisee shall purchase a commercial general liability insurance policy meeting the requirements set forth herein. Franchisee shall file with the City a certified copy of all policies and a certificate of insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein.

Franchisee's failure to fully comply with the requirements regarding insurance will be considered a material breach of the Franchise and shall be cause for termination of the Franchise pursuant to Section 13 herein.

Such insurance shall name the City as an additional insured and shall provide coverage to the City and its elected and appointed officials, employees, agents and professional consultants, including its consulting engineers and attorney. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of Franchisee, its subcontractors, agents, or employees.

The insurance shall be maintained in full force and affect at Franchisee's sole expense throughout the term of the Franchise.

The City shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction or a material modification of such insurance coverage. Such notice to the City shall be by certified mail.

The coverages provided by Franchisee's insurance policies shall be primary to any insurance maintained by City except as to losses or damages attributable to the sole negligence of the City. Any insurance maintained by City that might relate to this franchise shall be in excess to Franchisee's insurance and shall not contribute with or to it.

Franchisee's insurance policies shall protect each insured in the same manner as though a separate policy has been issued to each. Inclusion of more than one insured shall not affect the rights of any insured as respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

Franchisee's insurance policies shall not contain deductible or self-insured retentions in excess of \$10,000 unless approved by City in writing.

The provision of the coverage in the stated amount shall not be construed to relieve Franchisee from liability in excess of such limits.

Franchisee shall maintain Worker's Compensation Insurance and/or Longshore and Harbor Workers insurance as required by state or federal statute. Franchisee's Labor and Industries account number shall be noted on the certificate of insurance. Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any work therein. The services of the City's or City's consultant personnel in conducting construction review of Franchisee's work relating to the Franchise is not intended to include review of the adequacy of Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. Franchisee shall provide safe access for the City and its

inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

The contractual coverage of Franchisee's insurance policies shall be sufficiently broad enough to insure the provisions of the indemnity/hold harmless clause of the Franchise subject to the terms and conditions of the insurance policies.

Types and limits of insurance required:

1. Commercial General Liability
\$2,000,000 combined Single Limit Bodily Injury and Property Damage
Employees and Volunteers as Additional Insured
Premises and operations
Broad form property damage including underground, explosion and collapse hazard (XCU)
Products completed operations (through guaranty period)
Blanket Contractual
Subcontractors
Personal Injury with EE exclusion deleted
Employers liability (Stop gap)
2. Automobile Liability
\$1,000,000 per accident bodily injury and property damages liability, covering any owned automobile, hired automobiles, non-owned automobile
3. Umbrella Liability
\$2,000,000 per occurrence
\$2,000,000 aggregate
4. Professional Liability
\$1,000,000 per claim and \$1,000,000 policy aggregate limit for all professional employed or retained by Franchisee to perform services under this Franchise.

Section 18. Maps and Records. After construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content acceptable to the City Manager or his/her designee. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Autocad, ArcGIS.MDB or other readable formats approved by the City.

Section 19. Excavations.

- A. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.
- B. Franchisee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Franchisee and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities with the Franchise Area.

If at any time, or from time to time, either Franchisee or the City, or another Franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(A) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;

(B) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

(C) The City reserves the right to not allow open trenching for five years following street overlay or improvement project. Franchisee shall be given written notice at least 90 days prior to the commencement of the project. Required trenching due to an emergency will not be subject to the five-year street trenching prohibition.

The City reserves the right to require Franchisee to join trench with other facilities if both parties are anticipating trenching within the same franchise area and provided that the terms of (A) and (B) above are met.

Section 20. Dangerous Conditions, Authority for City to Abate.

- A. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City Manager or his/her designee may direct Franchisee, at its sole cost, to take reasonable

action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

B. In the event Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, adjacent streets, street utilities, public property or maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 21. Attorneys' Fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in the event of any appeal.

Section 22. Forum. Any litigation filed by either party arising out of or relating to this Franchise shall be filed in King County Superior Court.

Section 23. Franchise Expiration. In the event the use of any Franchise property is permanently discontinued or no Franchise has been obtained therefore upon expiration of this Franchise, or within six (6) months after any termination of this Franchise, Franchisee shall promptly remove from the Franchise Area all of its Facilities at Franchisee's sole cost and expense except those installations that the City may permit to be temporarily or permanently abandoned. If Franchisee is unable to effect removal within that six month period due to unavoidable delays or events beyond its control (including, without limitation, Acts of God, labor strikes, or the failure or delay of a governmental jurisdiction to issue permits necessary to effect such removal), then Franchisee may apply to the City for an extension of time to effect such removal, the City's approval of any extension of time not to be unreasonably withheld.

Section 24. Security Device to Insure Performance.

A. Franchisee shall, within ten (10) days after its acceptance of this Franchise, file with the City and at all times thereafter maintain in full force and effect a security device (such as a bond, letter of credit, cash deposit, cashier's check or other security) in a manner and form acceptable to the City, effective for a two-year period, with automatic renewals, throughout the term of this Franchise.

B. The security device shall be submitted to the City prior to issuance of any right-of-way permits relating to the Facilities, and shall be a condition of such permit approval.

C. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and surety of such security device any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of facilities hereinabove described, up to the full amount of the said bond, said condition to be a continuing obligation for the duration of this Franchise and thereafter until Franchisee has discharged all of its obligations within the City which may have arisen from the acceptance of such Franchise by Franchisee or from its exercise of any such privilege herein granted.

D. The security device filed in accordance with the requirement of this section shall be in the amount of Thirty Five Thousand Dollars (\$35,000.00). In the event of substantial change in volume of street space occupied by Franchisee's Facilities, the City may require a corresponding change in the amount of such security device. If the amount of the security device is depleted below \$35,000.00 for any reason, then Franchisee shall restore it to the full amount required herein within thirty (30) days of such depletion.

Section 25. Miscellaneous.

- A. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation of construction of the provisions of such sections or paragraphs.
- B. Franchisee agrees, as a condition of the granting of this Franchise, that it shall comply with all applicable laws of the State of Washington, and shall pay, in a timely manner, all taxes, fees and costs legally imposed on Franchisee in connection with the activities, properties, and operations of the Franchise.

Section 26. Recordation. This Franchise shall be recorded with the King County Auditor as provided in RCW 39.34. The provisions and terms of this Franchise are agreed to and hereby accepted. The City and Franchisee each respectively represent that their signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise Agreement may be sent to the following addresses unless otherwise specified.

City of Kenmore
Attn: City Manager
18120 68th Avenue NE
Kenmore, WA 98028

Zayo Group, LLC
Attn: General Counsel, ZFTI
400 Centennial Parkway, Suite 200
Louisville, CO 80027

Section 28. Authorization. The undersigned respectively represent and warrant that its signatory is duly authorized and empowered to sign this Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed as of the ____ day of _____, 2013.

CITY OF KENMORE

FRANCHISEE

By: _____ By: _____
Its: _____ Its: _____
Dated: _____ Dated: _____

STATEMENT OF ACCEPTANCE

Zayo Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached to Ordinance No. 2013-_____, and hereby incorporated by reference.

Zayo Group, LLC

By: _____

Its: _____

Title: _____

Dated: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

On this _____ day of _____, 2013, before me the undersigned, a Notary of Public in and for the State of Washington, duly commissioned and sworn, personally appeared, _____ of Zayo Group, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

DRAFT



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Sidewalk Program Adoption Proposed Council Action/Motion: Motion to Adopt Resolution 13-217 Authorizing the Implementation of the City's Sidewalk Program.	For Council Meeting Agenda of: May 28, 2013 Department: Engineering & Environmental Services Prepared by: Kris Overleese, PE Kent Vaughan, PE Initial & Date Approved by Department Head: 5/24/13 KMD Approved by City Attorney: per email Approved by Finance Director: 5/24/13 jmg Approved by City Manager: ROK Exhibits/Attachments: Exhibit A: Ordinance 13-217 Exhibit B: Sidewalk Program with Attachments
Expenditure Required: N/A Amount Budgeted \$N/A Appropriation Required \$N/A	

INFORMATION/BACKGROUND:

Several years ago, Council began setting aside Real Estate Excise Tax funds to establish a future sidewalk program in Kenmore. In January 2012, Council set a goal to "Establish a 20 to 30 year sidewalk plan." At the December 3, 2012 Council meeting, the City Manager distributed the attached City Sidewalk Program prepared by Staff for Council review with the caveat that Staff would return to discuss the plan at a later date.

On April 15th, 2013, staff presented the City's proposed sidewalk program to Council. The purpose of the meeting was to provide Council with an opportunity to comment on the proposed City Sidewalk Program. As noted in the program, Staff recommended a six-year project list horizon that coincides with the six-year Capital Improvement Program and re-visiting the 6-YR sidewalk project implementation list with Capital Improvement Program (CIP) updates.

The following comments on the program were provided by Council at the April 15th, 2013 study session:

1. Recommend changing the criterion name "Distance from Schools" to "Proximity to Schools";
2. Consider increasing the points assigned to the ranking criterion "Pedestrian Safety" from 3 to 6;
3. Consider moving the project "T-25-5 West Side of Arrowhead Drive from 64th Ave to 151st ST" up in the six-year implementation list.

Staff has made the minor change noted in Comment 1 above. Since Comments 2 and 3 would impact the sidewalk ranking results and 6-YR sidewalk implementation list, a formal vote should be conducted to implement these revisions. Staff recommends adopting Resolution 13-217 to implement the Sidewalk Program. Staff will

incorporate the Sidewalk Program into the Capital Improvement Program by future Ordinance.

FISCAL CONSIDERATION:

The 2013-2018 Capital Improvement Program provides \$674,950 in REET funds for sidewalk projects. There is \$174,950 available in 2013, with \$100,000 per year available thereafter. Staff will use the REET funds as match and apply for grants to fund the highest ranked sidewalk projects in the program.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 7. To establish a 20 to 30 year sidewalk plan.

CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 13-217

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, ADOPTING A SIDEWALK PROGRAM AND DIRECTING THE CITY MANAGER TO IMPLEMENT SAID PROGRAM

WHEREAS, the City Council adopted a goal to "Establish a 20 to 30 YR sidewalk plan" on January 21, 2012; and

WHEREAS, City Staff prepared a sidewalk program and distributed the final draft to City Council for review and comment at the December 3, 2012, Council meeting; and

WHEREAS, City staff presented the final draft sidewalk program to City Council at the April 15, 2013, Council meeting and received Council comments for consideration; and

WHEREAS, City staff made revisions to the sidewalk program on May 17, 2013, based on Council feedback; and

WHEREAS, the City Council has considered the proposed Sidewalk Program and desires to adopt the same;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE,
WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption. The City Council hereby approves and adopts the Kenmore Sidewalk Program as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. Implementing Plan. The City Council hereby authorizes and directs the City Manager or his/her designee to implement the Sidewalk Program and bring back to Council all ordinances necessary to incorporate said program into the City's Capital Improvement Program.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A
REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2013.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, Acting City Clerk

EXHIBIT B



City Of Kenmore, Washington

Memorandum

Date: November 30, 2012
(Revised May 17, 2013)

To: Rob Karlinsey, City Manager

From: Kent Vaughan, Senior Civil Engineer
Kris Overleese, City Engineer

Subject: City Sidewalk Program

In 2012, City Council developed a goal to ***Establish a 20 - 30 Year Sidewalk Plan***. To create this plan, staff utilized previously compiled missing sidewalk segments and evaluated the missing sidewalk segments utilizing criteria. Working towards Council's goal, staff recommends a six-year project list horizon that matches the Capital Improvement Program. The Sidewalk Plan list of projects would be revisited every two years during the budget and capital improvement program adoption process.

Attached are six documents that comprise the City's Sidewalk Program:

- 1) Attachment A: Sidewalk Priority Criteria developed by staff based on the City's Comprehensive Plan Transportation Element;
- 2) Attachment B: A matrix listing arterial street segments, staff's priority rankings based on the Priority Criteria, and a planning level cost estimate to construct sidewalk on one side of the street;
- 3) Attachment C: Unit Cost Estimate Scenarios A, B, and C based on existing field conditions;
- 4) Attachment D: Federal, State, and Local Funding Sources;
- 5) Attachment E: Six year sidewalk implementation plan;
- 6) Attachment F: Vicinity Map of proposed sidewalk projects.

Sidewalk Policy Direction

The City's policy direction to provide for sidewalks can be found in the Comprehensive Plan, more specifically ***Comprehensive Plan Goal T-7: "Establish a Non-Motorized Circulation System Linking Key Community Destinations."***

This Goal is found in the Transportation Element Chapter. It establishes the importance of creating sidewalk and trail networks linking neighborhoods, the Downtown, and community destinations. Policy T-7.1.1 establishes arterial sidewalk installation as the top priority. The preferred pedestrian improvement is curb & gutter and minimum 5-foot sidewalk with landscaped buffer. City's Street Standards require a minimum 6.5-foot

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City Of Kenmore, Washington

Memorandum

wide sidewalk on arterial streets when the curb is next to the traveled lane. To be conservative, and reduce the possible need to acquire right-of-way, the planning level cost estimates were developed for 6.5 foot wide sidewalks placed directly behind the curb to reduce the sidewalk footprint.

Sidewalk Priority Criteria

Attachment A, Sidewalk Priority Criteria, were developed utilizing the guidance in the Comprehensive Plan within goal T-7 above. The sidewalk priority criteria are listed below:

- Pedestrian safety;
- Connection with community facilities and commercial centers;
- Continuity (filling missing links);
- Connection with transit routes and facilities;
- Proximity to schools;
- Public support.

These criteria were utilized to compare the arterials in Kenmore that do not have sidewalks. The resulting comparison lists sidewalk segments and how they rate given the criteria and is listed in Attachment B: Sidewalk Matrix Scoring.

Sidewalk Matrix Scoring

The Sidewalk Matrix lists the arterial segments within the City, each segment's score based on the Sidewalk Criteria, and planning level estimates of probable cost. Two of the ranking criteria most critical to grant success were weighted by a factor of 2: Proximity to schools and Continuity. Staff recommends that the sidewalk rankings be used as a tool in selecting segments to pursue funding, but should not be set in stone. Over time, things change and needs change. Staff believes that Council should have the flexibility to choose sidewalk projects as they see fit provided the projects would score favorably for funding.

Sidewalk Unit Costs

A planning level estimate of probable cost is not based on design plans. It is an estimated linear foot cost of sidewalk applied to a length of segment (linear foot cost x linear feet of sidewalk = estimated cost). The planning level estimate of probable cost includes survey, design, construction and construction management. It is assumed that the sidewalk improvements can be constructed entirely within public right of way. The linear foot cost for installing sidewalk often seems high. Sidewalk projects are often challenging for the several reasons:

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- 1) There are many unknowns and limited information available when determining the project costs. There are no field surveys or designs to reference and many assumptions are made to develop the estimates, which result in high contingencies.
- 2) Staff aims to install the sidewalk in the "future" location based on the City's long term vision for the roadway. This often requires road widening. If hilly terrain conditions exist, retaining walls are often needed to cut into a hillside or fill where the right of way drops off.
- 3) Installations of curb/gutter/sidewalk generate new impervious surfaces that require storm water systems to satisfy newer development standards.
- 4) Utilities: power poles exist on roadway shoulders. When power poles require relocation above ground in public right-of-way, utilities bear the cost. However, in the downtown area, utility undergrounding is desired and the City must share this cost with the utilities. Utility undergrounding costs were not included in the planning level unit cost estimates.

Planning level unit costs were developed for three field condition scenarios shown in Attachment C. The scenarios are as follows: A) arterial streets where only shoulder exists (\$700 per linear foot); B) arterial streets where shoulder and storm drainage exist (\$500 per linear foot) and C) arterial streets where curb & gutter and storm drainage exist (\$400 per linear foot). The most common scenario in Kenmore is Scenario B where shoulder and storm drainage exist (\$500 per linear foot). Each linear foot estimate includes a 50% contingency and 40% mark-up to cover administration costs (15% design, 15% construction administration, 10% staff costs). Where more accurate linear foot cost data was available, it was used. For instance, the 68th Avenue NE Sidewalks Pre-design Study was completed in 2008 and provides linear foot costs exceeding the planning level estimates. This was mostly attributable to the need to build retaining walls along the alignment.

Sidewalk Program Funding

Policy T-7.1.5 establishes a variety of implementation strategies to complete the arterial and local sidewalk system. One of these strategies is to aggressively pursue grant funding for improvements. Given the City's limited resources, Staff has developed the City's sidewalk program and short term 2013-2018 implementation plan around this strategy. Projects that were included in the short term implementation list scored high in the rankings matrix, but also would score high in staff's opinion on grant applications.

When reviewing the Sidewalk Matrix rankings, the bottom line cost to construct sidewalk on arterial streets on one side of the road only is \$36 Million dollars. If these projects were addressed in a 20 year time frame, the City would need to allocate almost \$2 Million in sidewalk investment per year. Currently the City has been setting aside a little more than \$100,000 per year for sidewalks. Staff recommends continuing this strategy

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Memorandum

and use the money as grant matching funds for sidewalk projects to leverage the City's return on investment. Generally the program would strive to build one sidewalk project a year where the City's contribution would be less than \$100,000 (roughly 30%). With this strategy and successful grant applications, the City could complete roughly \$6.6M in sidewalk projects over the next 20 years. Projects ranking high in the matrix but with a high price tag (such as the 68th Avenue NE Sidewalk segments) would be pursued when enough match money has accumulated in the sidewalk program. Another option would be to utilize reserves to provide match up front and allow the Sidewalk Program funds to re-accumulate. This would result in a year (or possibly two) where no sidewalk projects are built in the City.

Funding Sources

Federal, State and Local funding sources and their descriptions are provided in Attachment D. Historically, the most viable grant funding sources have been the WSDOT Pedestrian and Bicycle Program, WSDOT Safe Route to Schools, Transportation Improvement Board Sidewalk Program, and King County Community Development Block Grants. The Community Economic Revitalization Board (CERB) grant was not included in the program because its funding is not sustained. CERB has indicated that there is the possibility that they will release another call for projects in 2013. If this occurs, staff will submit another grant application for the NE 181st Street sidewalk segment. For the short term sidewalk implementation plan, it was assumed that the City would provide 25% in matching funds and 5% for upfront grant preparation and staff costs.

Public Involvement

To date there has been no specific public meetings on the development of this sidewalk plan. Several public open houses were held in past years voicing support for two of the projects listed: **T 27-4 West Side of 68th Ave/202nd ST from 198th ST to 66th Ave** and **T-27-5 West Side of Arrowhead Drive from 64th Ave to 151st ST**. Of the other three projects listed, **T 27-1 East Side of 68th Ave NE from 182nd to 185th ST** has been successfully funded with a TIB grant in 2012, **T 27-2 North Side of 155th ST from 84th to 86th Ave** has a pending WSDOT Pedestrian and Bicycle Safety grant submitted in 2012 (results to be revealed in 2013) and is a continuation of the NE 155th ST sidewalk project constructed in 2002, and **T 27-3 South Side of 181st ST from 68th to 73rd Ave** is a continuation of the NE 181st ST sidewalk improvements constructed in 2007 as part of the SR522 Phase 1 Stage 1 project. Future public input opportunities will be available in the next budget biennium when the Sidewalk Program is revisited.

Summary

Staff recommends a six-year project list horizon that matches the Capital Improvement Program. As mentioned, Staff recommends re-visiting the list with Capital Improvement

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City Of Kenmore, Washington

Memorandum

Program (CIP) updates. See Attachment E for six year planning horizon and Attachment F for vicinity map of projects in years one through six.

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Attachment A

Sidewalk Priority Criteria

City of Kenmore, Washington

The improvement prioritization process ranks potential sidewalk projects based on the Comprehensive Plan sidewalk priorities, T-7.1.1 and T-7.1.2, and other appropriate measures. The criteria include pedestrian safety; connection to services and facilities; completion of links in the system; connection to transit; proximity to a school and public support. Because the Comprehensive Plan Policy T-7.1.1 requires sidewalks on Arterials to be the highest priority, only arterial streets were prioritized. The six criteria are described below:

1. Pedestrian Safety Policy T-7.1.2.b.1

Description: Will the improvement increase pedestrian safety?

Does this improvement:

- Separate pedestrians from vehicular traffic, especially in high traffic areas?
- Improve width of sidewalk and surface conditions?
- Address potential conflicts at street crossings?

Points: 3 = High concern for pedestrian safety along this route due to vehicle speeds and walking conditions.

2 = Moderate concern for pedestrian safety along this route due to vehicle speeds and walking conditions.

1 = Low concern for pedestrian safety.

2. Connectivity with Community Facilities and Commercial Centers Policy T – 7.1.2.b.1

Description: Does this route connect to community facilities or commercial centers?

Does this improvement:

- Provide direct access to facilities or services?
- Ensure that the route links to a safe direct access to facilities or services?

Points: 3 = Route provides access to frequently used community facilities and commercial centers.

2 = Route provides access to moderately used community facilities and commercial centers.

1 = Route provides access to infrequently used community facilities or commercial centers.

3. Continuity – Link Policy T – 7.1.2.b.1

Description: Does this route complete gaps in the City's walkway system?

Does this improvement:

- Complete important pedestrian routes?
- Make important destinations more accessible to users?
- Ultimately develop a web of walkways?

Points: 6 = Route links to sidewalk and is 350 feet or less in length.

4 = Route links to sidewalk and is between 350 feet and 650 feet in length.

2 = Route links to sidewalk is over 650 feet in length.

4. Connectivity to transit routes and facilities Policy T – 7.1.2.b.2

Description: Is this route also a route for transit or provide access to transit?

- Points:** 3 = Route is on a public transit route with transit stops.
2 = Route is within 650 feet from a public transit route with transit stops.
1 = Route provides access to public transit where sidewalks do not exist on adjacent pedestrian routes (beyond 650 feet from a public transit route).

5. Proximity to Schools

Description: Is this route within a mile of a public school?

Does this improvement:

- Provide access to a public school?
- Provide a safe route for schoolchildren to and from school?
- Serve elementary schools?

- Points:** 6 = Route is a designated elementary school route.
4 = Route is commonly used by walking students.
2 = Route is within a half mile of school.

6. Public Support

Description: Does the public support the development of this route?

- Points:** 3 = Route has been supported by a petition filed with a large number of signatures from abutting and nearby property owners and the general public.
2 = Route has been the subject of a number of citizen comments at public meetings.
1 = Route has been the subject of some concern at public meetings.

Attachment B

Sidewalk Project Ranking - Sorted

LEGEND

 Segments selected to six year sidewalk implementation plan

 Based on 68th Sidewalk Study cost estimate, June 2008 (includes retaining walls along alignment).

Note: SR522 Project segments are not listed.

Arrowhead Drive is not an arterial segment, but was previously identified as a citizen hot spot; possible candidate for "safe route to schools" grant project.

				Pedestrian Safety	Proximity to Schools	Connectivity with Community Facilities and Commercial Centers	Connectivity to Transit Routes & Facilities	Continuity-Link	Public Support	Total Points	Existing Conditions	Unit Cost	Estimated Total Cost
NE 202nd ST	62nd Ave NE	66th Ave NE	1850	3	6	2	3	2	2	18	B	\$900	\$1,665,000
NE 202nd ST	66th Ave NE	NE 198th ST	900	3	6	2	3	2	2	18	B	\$800	\$720,000
NE 155th ST	84TH AVE	86TH AVE	508	3	4	2	3	4	1	17	B	\$500	\$254,000
68th Ave NE	NE 187TH ST	NE 185TH ST	464	3	4	3	3	2	2	17	A	\$1,100	\$510,400
68th Ave NE	NE 182ND ST	NE 185TH ST	466	3	4	3	3	2	2	17	B	\$500	\$233,000
68th Ave NE	NE 198TH ST	NE 195TH ST	1192	3	4	2	3	2	2	16	A	\$1,100	\$1,311,200
68th Ave NE	NE 195TH ST	NE 191ST ST	1236	3	4	2	3	2	2	16	A	\$1,100	\$1,359,600
68th Ave NE	NE 191ST ST	NE 190TH ST	120	3	4	2	3	2	2	16	A	\$1,100	\$132,000
68th Ave NE	NE 190TH ST	NE 187TH ST	884	3	4	2	3	2	2	16	A	\$1,100	\$972,400
NE 192nd ST	73RD AVE	75TH AVE	626	3	4	2	0	6	1	16	A	\$700	\$438,200
NE 192nd ST	75TH AVE	80TH AVE	1637	3	4	2	0	6	1	16	A	\$700	\$1,145,900
Arrowhead Drive	64th Ave NE	NE 151st ST	1,000	3	6	2	2	0	3	16	B	\$500	\$500,000
62nd Ave NE	61st Ave NE	NE 202nd ST	300	3	4	2	3	2	2	16	B	\$900	\$270,000
NE 181st ST	East of 68th	73RD AVE	658	3	0	3	2	6	2	16	B	\$500	\$329,000
NE 181st ST	65TH AVE	67TH AVE	462	3	0	2	3	6	1	15	A	\$700	\$323,400
Juanita DR NE	NE 154TH CT	NE 153RD PL	651	3	6	2	3	0	1	15	B	\$500	\$325,500
Juanita DR NE	NE 153RD PL	NE 149 ST	1281	3	6	2	3	0	1	15	B	\$500	\$640,500
Juanita DR NE	NE 155TH PL	NE 154TH CT	645	2	6	2	3	0	1	14	B	\$500	\$322,500
84th Ave NE	NE 153RD ST	NE 155TH	586	2	6	1	3	0	1	13	A	\$700	\$410,200
84th Ave NE	NE 153 ST	NE 150TH	563	2	6	1	3	0	1	13	A	\$700	\$394,100
65th Ave NE	NE 181ST	BOTHELL WAY NE	304	2	0	3	2	6	0	13	C	\$400	\$121,600

VIIIB. Adopt Resolution No. 13-217 to Implement the Sidewalk
Program - Kris Overleese, Engineering & Environmental Services

65th Ave NE	BOTHELL WAY NE	NE 175TH ST
Juanita DR NE	NE 160TH ST	NE 158TH ST
Juanita DR NE	NE 158TH ST	NE 155TH PL
NE 155th ST	NE 153rd PL	73 PL NE
NE 155th ST	73 PL NE	74TH AVE
NE 155th ST	74TH AVE	75TH AVE
NE 155th ST	75TH AVE	76TH PL N
NE 155th ST	76TH PL NE	78TH AVE NE
NE 155th ST	78TH AVE NE	79TH AVE NE
84th Ave NE	NE 150TH	NE 150TH
84th Ave NE	NE 150TH	NE 148TH
84th Ave NE	NE 148TH	NE 147TH
84th Ave NE	NE 147TH	NE 147TH
84th Ave NE	NE 147TH	NE 146TH
84th Ave NE	NE 146TH	NE 145TH
68th Ave NE	NE 175 ST	NE 170 ST
Simonds Rd NE	NE 157TH	NE 155TH
Simonds Rd NE	NE 155TH	88TH AVE
80th Ave NE	NE 195 ST	NE 192ND
80th Ave NE	NE 192 ST	NE 190 ST
Juanita DR NE	NE 149TH	NE 148TH
Juanita DR NE	NE 148TH	NE 147TH
Juanita DR NE	NE 147TH	NE 145TH
Juanita DR NE	NE 170TH ST	NE 166 CT (PRIVATE)
Juanita DR NE	NE 166TH CT	NE 165TH ST
Juanita DR NE	NE 165TH ST	NE 163RD ST
Juanita DR NE	NE 163RD ST	NE 160TH ST
80th Ave NE	NE 179TH LN\PL	NE 177TH
NE 181st ST	61ST AVE NE	62ND AVE NE
NE 181st ST	62ND AVE	63RD AVE
NE 181st ST	63RD AVE NE	64TH AVE NE

	Pedestrian Safety	Proximity to Schools	Connectivity with Community Facilities and Commercial Centers	Connectivity to Transit Routes & Facilities	Continuity-Link	Public Support	Total Points	Existing Conditions	Unit Cost	Estimated Total Cost
449	1	0	3	2	6	0	12	B	\$500	\$224,500
679	2	2	2	3	2	1	12	B	\$500	\$339,500
367	2	2	2	3	2	1	12	B	\$500	\$183,500
236	2	4	2	3	0	1	12	B	\$500	\$118,000
457	2	4	2	3	0	1	12	B	\$500	\$228,500
292	2	4	2	3	0	1	12	B	\$500	\$146,000
669	2	4	2	3	0	1	12	B	\$500	\$334,500
463	2	4	2	3	0	1	12	B	\$500	\$231,500
502	2	4	2	3	0	1	12	B	\$500	\$251,000
181	2	4	1	3	0	1	11	A	\$700	\$126,700
325	2	4	1	3	0	1	11	A	\$700	\$227,500
327	2	4	1	3	0	1	11	A	\$700	\$228,900
209	2	4	1	3	0	1	11	A	\$700	\$146,300
136	2	4	1	3	0	1	11	A	\$700	\$95,200
307	2	4	1	3	0	1	11	A	\$700	\$214,900
2085	2	0	2	3	2	2	11	C	\$400	\$834,000
753	2	6	1	1	0	1	11	B	\$500	\$376,500
220	2	6	1	1	0	1	11	B	\$500	\$110,000
925	3	0	0	1	6	1	11	A	\$700	\$647,500
425	3	0	0	1	6	1	11	A	\$700	\$297,500
131	2	2	2	3	0	1	10	B	\$500	\$65,500
372	2	2	2	3	0	1	10	B	\$500	\$186,000
87	2	2	2	3	0	1	10	B	\$500	\$43,500
743	2	0	2	3	2	1	10	B	\$500	\$371,500
684	2	0	2	3	2	1	10	B	\$500	\$342,000
444	2	0	2	3	2	1	10	B	\$500	\$222,000
849	2	0	2	3	2	1	10	B	\$500	\$424,500
454	3	0	0	2	4	1	10	B	\$500	\$227,000
428	3	0	2	3	0	1	9	A	\$700	\$299,600
492	3	0	2	3	0	1	9	A	\$700	\$344,400
417	3	0	2	3	0	1	9	A	\$700	\$291,900

VIIIB. Adopt Resolution No. 13-217 to Implement the Sidewalk Program - Kris Overleese, Engineering & Environmental Services

NE 181st ST	64TH AVE NE	65TH AVE NE
61st Ave NE	60TH AVE NE	NE 181ST ST
80th Ave NE	NE 190TH	NE 185TH
80th Ave NE	NE 185TH	NE 183RD
80th Ave NE	NE 183RD	NE 179TH LN\PL
61st Ave NE	NE 193RD ST	NE 190TH ST
61st Ave NE	NE 190TH ST	60TH AVE NE
61st Pl NE	CITY LIMITS	62ND AVE
61st Pl NE	62ND AVE NE	NE 200TH ST
61st Pl NE	NE 200TH ST	NE 197TH ST
61st Pl NE	NE 197TH	60TH AV NE
61st Ave NE	60TH AVE NE	NE 195 PL
61st Ave NE	NE 195TH PL	NE 194TH PL
61st Ave NE	NE 194TH PL	NE 192RD PL
61st Ave NE	NE 193RD PL	NE 193RD ST
NE 170th ST	JUANITA DR NE	70TH AVE NE
73rd Ave NE	NE 204TH	NE 204TH
73rd Ave NE	NE 204TH	NE 202ND
73rd Ave NE	NE 202ND	NE 192ND
80th Ave NE	NE 205TH ST / City Limits	NE 203 ST
80th Ave NE	NE 203 ST	NE 195 ST
NE 170th ST	70TH AVE NE	72ND AVE NE
NE 170th ST	72ND AVE NE	75TH AVE NE
NE 170th ST	75TH AVE	79TH PL N
83rd Pl NE	Bothell WAY NE	82nd Ave NE
73rd Ave NE	CITY LIMITS	NE 204TH
Simonds Rd NE	79TH PL N	NE 169TH
Simonds Rd NE	NE 169TH	NE 166TH
Simonds Rd NE	NE 166TH	NE 165TH
Simonds Rd NE	NE 165TH	NE 162ND
Simonds Rd NE	NE 162nd PL	NE 162nd CT

	Pedestrian Safety	Proximity to Schools	Connectivity with Community Facilities and Commercial Centers	Connectivity to Transit Routes & Facilities	Continuity-Link	Public Support	Total Points	Existing Conditions	Unit Cost	Estimated Total Cost
709	3	0	2	3	0	1	9	A	\$700	\$496,300
1717	3	0	2	3	0	1	9	C	\$400	\$686,800
1300	3	0	0	1	4	1	9	B	\$500	\$650,000
460	3	0	0	1	4	1	9	B	\$500	\$230,000
998	3	0	0	1	4	1	9	B	\$500	\$499,000
439	3	0	1	3	0	1	8	C	\$400	\$175,600
959	3	0	1	3	0	1	8	C	\$400	\$383,600
194	3	0	1	3	0	1	8	C	\$400	\$77,600
1158	3	0	1	3	0	1	8	C	\$400	\$463,200
531	3	0	1	3	0	1	8	C	\$400	\$212,400
589	3	0	1	3	0	1	8	C	\$400	\$235,600
795	3	0	1	3	0	1	8	C	\$400	\$318,000
277	3	0	1	3	0	1	8	C	\$400	\$110,800
190	3	0	1	3	0	1	8	C	\$400	\$76,000
169	3	0	1	3	0	1	8	C	\$400	\$67,600
742	2	0	2	3	0	1	8	B	\$500	\$371,000
85	2	2	1	0	2	0	7	B	\$500	\$42,500
427	2	2	1	0	2	0	7	B	\$500	\$213,500
2514	2	2	1	0	2	0	7	B	\$500	\$1,257,000
682	3	0	0	1	2	1	7	A	\$700	\$477,400
1953	3	0	0	1	2	1	7	A	\$700	\$1,367,100
568	2	0	2	1	0	1	6	B	\$500	\$284,000
1016	2	0	2	1	0	1	6	B	\$500	\$508,000
1213	2	0	2	1	0	1	6	B	\$500	\$606,500
500	2	0	1	1	2	0	6	B	\$500	\$250,000
227	2	0	1	0	2	0	5	B	\$500	\$113,500
539	2	0	1	1	0	1	5	B	\$500	\$269,500
729	2	0	1	1	0	1	5	B	\$500	\$364,500
257	2	0	1	1	0	1	5	B	\$500	\$128,500
229	2	0	1	1	0	1	5	B	\$500	\$114,500
289	2	0	1	1	0	1	5	B	\$500	\$144,500

VIII.B. Adopt Resolution No. 13-217 to Implement the Sidewalk Program - Kris Overleese, Engineering & Environmental Services

Simonds Rd NE	NE 162ND	84TH AVE
Simonds Rd NE	84TH AVE	NE 157TH
Simonds Rd NE	88TH AVE	NE 152ND
Simonds Rd NE	NE 152ND	NE 151ST
Simonds Rd NE	NE 151ST	NE 147TH
NE 193rd ST	55th AVE NE	61st AVE NE
84th Ave NE	SIMONDS R	NE 159TH
84th Ave NE	NE 159 ST	NE 158 ST
84th Ave NE	NE 158 ST	NE 156 ST (PRIVATE)
84th Ave NE	NE 156TH	NE 155TH

[illegible]

Attachment C

City of Kenmore Sidewalk Program

Engineer's Estimate of Probable Construction Costs

Sidewalk Improvements (For 200 LF Increments)

ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	COST	With 50% Contingenci	With 40% Admin	Walkway Unit Cost
Scenario A - Construct 6.5-foot wide sidewalk, curb, gutter and storm drainage on one side (where only shoulders exist).								
1	Mobilization (10%)	LS	\$5,400	1.00	\$5,400			
2	Surveying (5%)	LS	\$2,700	1.00	\$2,700			
3	Curb and Gutter	LF	\$24	200.00	\$4,800			
4	Sidewalk PCC	SF	\$7	1,300.00	\$9,100			
5	4" Asphalt/5" ATB (4' Wide Patch)	SF	\$9	800.00	\$7,200			
6	Sawcut Pavement	LF	\$5	200.00	\$1,000			
7	Pavement Removal	SF	\$5	800.00	\$4,000			
8	Stormwater Catch Basin Type 1 (Media Filter) w/Maint (2/200 LF)	EA	\$3,500	2.00	\$7,000			
9	12" Conc. SD inclu. excavation, placement and backfill	LF	\$70	150.00	\$10,500			
10	ADA Ramps	EA	\$1,800	2.00	\$3,600			
11	Clearing & Grubbing	LS	\$2,000	1.00	\$2,000			
12	Street Trees (1 every 40 feet @ \$500 EA)	EA	\$500	4.00	\$2,000			
13	Irrigation System	LS	\$2,500	1.00	\$2,500			
14	Temporary Erosion & Sediment Control	LS	\$500	1.00	\$500			
15	Traffic Control (2 flaggers for 8 HR @ \$60/HR)	LS	\$1,000	1.00	\$1,000			
					\$63,300	\$94,950	\$132,930	\$700
Scenario B - Construct 6.5-foot wide sidewalk, curb and gutter on one side (where shoulder and storm drainage exist).								
1	Mobilization (10%)	LS	\$3,600	1.00	\$3,600			
2	Surveying (5%)	LS	\$1,800	1.00	\$1,800			
3	Curb and Gutter	LF	\$24	200.00	\$4,800			
4	Sidewalk PCC	SF	\$7	1,300.00	\$9,100			
5	4" Asphalt/5" ATB (4' Wide Patch)	SF	\$9	800.00	\$7,200			
6	Sawcut Pavement	LF	\$5	200.00	\$1,000			
7	Pavement Removal	SF	\$5	800.00	\$4,000			
8	ADA Ramps	EA	\$1,800	2.00	\$3,600			
9	Clearing & Grubbing	LS	\$2,000	1.00	\$2,000			
10	Street Trees (1 every 40 feet @ \$500 EA)	EA	\$500	4.00	\$2,000			
11	Irrigation System	LS	\$2,500	1.00	\$2,500			
12	Temporary Erosion & Sediment Control	LS	\$500	1.00	\$500			
13	Traffic Control (2 flaggers for 8 HR @ \$60/HR)	LS	\$1,000	1.00	\$1,000			
					\$43,100	\$64,650	\$90,510	\$500
Scenario C - Construct 6.5-foot wide sidewalk on one side (where curb, gutters and storm drainage exist).								
1	Mobilization (10%)	LS	\$2,600	1.00	\$2,600			
2	Surveying (5%)	LS	\$1,300	1.00	\$1,300			
3	Sidewalk PCC	SF	\$7	1,300.00	\$9,100			
4	4" Asphalt/5" ATB (4' wide Patch)	SF	\$9	400.00	\$3,600			
5	Sawcut Pavement	LF	\$5	200.00	\$1,000			
6	Pavement Removal	SF	\$5	400.00	\$2,000			
7	ADA Ramps	EA	\$1,800	2.00	\$3,600			
8	Clearing & Grubbing	LS	\$2,000	1.00	\$2,000			
9	Street Trees (1 every 40 feet @ \$500 EA)	EA	\$500	4.00	\$2,000			
10	Irrigation System	LS	\$2,500	1.00	\$2,500			
11	Temporary Erosion & Sediment Control	LS	\$500	1.00	\$500			
12	Traffic Control (2 flaggers for 8 HR @ \$60/HR)	LS	\$1,000	1.00	\$1,000			
					\$31,200	\$46,800	\$65,520	\$400

Note: The above scenarios do not account for the additional 1.5' sidewalk width, utility undergrounding, and pedestrian illumination that would be required in the City's Downtown.

Attachment D

Table 1. Funding Sources

GRANT SOURCE	AGENCY	MATCHING REQUIREMENTS	ELIGIBLE PROJECTS						DESCRIPTION	CONTACT OR WEBSITE	
			Acquisition	Planning	Design	Construction	Education	Maintenance			
FEDERAL FUNDING											
Surface Transportation Program (STP)	Puget Sound Regional Council (PSRC)	20%	√	√	√	√	√	√	Flexible funding that may be used by states and localities for projects to preserve and improve the transportation system consistent with regional priorities.	http://www.wsdot.wa.gov/localprograms/ProgramMgmt/STP.htm	
Federal Highway Safety Improvement Program (HSIP)	WSDOT – City Safety Program	10%		√	√	√	√		The goal of the program is to reduce fatal and serious injury collisions.	Traffic Services Branch Manager, Susan Bowe, PE, 360-705-7380, BoweS@wsdot.wa.gov	
Railway-Highway Crossing Program (RHC)	WSDOT – City Safety Program	10% depending on project		√	√	√			These funds are designated for improvements to highway-rail grade crossings to eliminate safety hazards.	Traffic Services Branch Manager, Susan Bowe, PE, 360-705-7380, BoweS@wsdot.wa.gov	
Safe Routes to School	WSDOT	0% required, match preferred		√	√	√	√		Enable and encourage children to walk and bicycle to school. Funding from this program is for projects within two-miles of primary and middle schools.	http://www.wsdot.wa.gov/LocalPrograms/SafeRoutes/funding.htm	
Community Development Block Grants	HUD	N/A	√					√	Primarily for community revitalization, may be used to fund streetscape improvements.	http://www.hud.gov/offices/cpd/communitydevelopment/programs/index.cfm	
Transportation, Community, and System Preservation Program (TCSP)	FHWA	20%		√	√				Provides federal funding for transit-oriented development, traffic calming and other projects that improve the efficiency of the transportation system, reduce the impact on the environment, and provide efficient access to jobs, services, and trade centers.	http://www.fhwa.dot.gov/tcsp/ http://www.fhwa.dot.gov/discretionary/tcsp2012info.htm	
Federal Lands Highway Funds	Federal Highway Administration	11%	√	√	√	√	√	√	Eligible projects must appear in State Transportation Improvement Program.	Contact Washington Division, Federal Highway Administration http://www.fhwa.dot.gov/wadiv/	
STATE FUNDING											
Pedestrian and Bicycle Safety Program	WSDOT	0% required, match preferred		√	√	√	√		Grants to support pedestrian and bicycle safety projects such as shared-use paths, sidewalks, safe routes to school and transit. Invited agencies only.	Kathleen Davis, H&L Director, 360-705-7871 http://www.wsdot.wa.gov/bike/Funding.htm	
Transportation Improvement Board (TIB) Sidewalk, Urban Arterials and Urban Corridors Program	TIB	20%			√	√			Grant funding generated by statewide gas tax. State grant funding for arterials, sidewalks, and safety measures.	http://www.tib.wa.gov/grants/urban/SP.cfm	
LOCAL FUNDING											
Real Estate Excise Tax (REET)	King County	N/A			√	√			REET funding can be used for limited types of transportation projects.	http://www.kingcounty.gov/business/Forecasting/Forecasts/REET.aspx	

LOCAL FUNDING (CONTINUED)									
Transportation Benefit District (TBD)	City of Kenmore	N/A			√	√	√	In 2012, the City Council created a TBD and the TBD approved a \$20 vehicle registration fee within the Kenmore City Limits to pay for transportation improvements. Projects include annual street repaving and the installation of sidewalks, ramps, and pedestrian crossings within the City of Kenmore.	http://www.kenmore.wa.gov/Page.aspx?cid=3045
Developer Delay of Street Improvement Agreements or Fee-in-Lieu Sidewalk Contributions	City of Kenmore	N/A			√	√	√	Developers may be directed by the City to enter into a delay of street improvement agreement or pay a fee in lieu of constructing frontage improvements if site conditions warrant or if a future City project is planned in the area.	
Traffic Impact Fees	City of Kenmore	N/A			√	√		Traffic impact fees may be used to fund projects in the City's Comprehensive Plan Transportation Element.	http://www.kenmore.wa.gov/Page.aspx?cid=1146

Attachment E CITY OF KENMORE, WASHINGTON T 27 SIDEWALK PROGRAM FOR THE YEARS 2013-2018

Project Description	2013 Proposed	2014 Proposed	2015 Proposed	2016 Proposed	2017 Proposed	2018 Proposed	2013-2018 Totals
T 27-1 East Side of 68th Ave NE from 182nd to 185th ST	\$237,942						\$237,942
T 27-2 North Side of 155th ST from 84th to 86th Ave		\$487,000					\$487,000
T 27-3 South Side of 181st ST from 68th to 73rd Ave			\$347,500				\$347,500
T 27-4 West Side of 68th Ave/202nd ST from 198th ST to 66th Ave				\$144,000	\$576,000		\$720,000
T-27-5 West Side of Arrowhead Drive from 64th Ave to 151st ST					\$100,000	\$400,000	\$500,000
Total Project Costs	\$237,942	\$487,000	\$347,500	\$144,000	\$676,000	\$400,000	\$2,292,442
Remaining Fund Balance at Year's End	\$115,465	\$69,365	\$65,115	\$525,115	\$299,115	-\$885	
Funding:							
Real Estate Excise Tax - Set Aside Sidewalks	\$174,950	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$674,950
Secured State/TIB	\$178,457						178,457
Unsecured State/TIB				504,000			504,000
Unsecured WSDOT Pedestrian and Bicycle Program		340,900					340,900
Unsecured WSDOT Safe Routes to Schools					350,000		350,000
Unsecured King County Community Development Block Grants			243,250				243,250
Total Project Funding	\$353,407	\$440,900	\$343,250	\$604,000	\$450,000	\$100,000	\$2,291,557

City contributions to sidewalk projects assume 25% matching funds and 5% upfront grant preparation and staff administration costs.

