

City of Kenmore



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

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, September 12, 2011
Kenmore City Hall
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CONSENT AGENDA

- A. Minutes of the July 11, 2011 Regular Council Meeting.
- B. Approval of Claim Nos. 24432 - 24492 in the Amount of \$516,467.90 for the Period Ending August 25, 2011.
- C. Accept July 2011 Financial Reports for the City of Kenmore

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. PRESENTATION

- A. GFOA "Distinguished Budget Award" Presentation - Joanne Gregory, Finance Director

VIII. PROCLAMATIONS

- A. Recovery Month September 2011
- B. Safe Routes to School

IX. PUBLIC HEARING

- A. Public Hearing to Receive Public Testimony Related to Considering Adoption of an Ordinance Authorizing the Commencement of Legal Proceedings to Acquire, by Condemnation, Fee Simple Title and Other Property Rights in Certain Properties Located at 18018 and 18021 61st Avenue NE and 6113 NE 182nd Street, Kenmore, Washington - Ron Loewen, City Engineer

X. BUSINESS AGENDA

- A. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal - Ron Loewen, City Engineer
- B. Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light Signal, and Temporary Construction Easement (#E687000CIT1) - Ron Loewen, City Engineer

XI. COUNCILMEMBER COMMENTS/REPORTS

XII. ADJOURNMENT

Upcoming Meetings:

September 19, 2011 7:00 p.m. Regular Council Meeting
September 26, 2011 7:00 p.m. Regular Council Meeting

DRAFT

City of Kenmore
City Council Regular Meeting
Minutes
July 11, 2011

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

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

Staff present: Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance Director; Bryan Hampson, Director of Land Development and Permitting; Angelo Bonomi, Code Compliance Officer; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Mayor David Baker led the flag salute.

AGENDA APPROVAL

Council approved the agenda unanimously.

CONSENT AGENDA

Councilmember Bob Hensel moved to approve the consent agenda as submitted. Councilmember Glenn Rogers seconded the motion to approve the Minutes of the June 13, 2011 Regular Council Meeting and June 20, 2011 Regular Council Meeting; and Approval of Claim Nos. 24107 - 24190 in the amount of \$328,024.07 for the period ending June 30, 2011. The motion passed unanimously.

CITIZEN COMMENTS

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns relating to weeds in SR 522 median strips and blackberries.

Liz Krzyminski, Lake Forest Park, was present to support the proposed amendments to the enforcement regulations.

Bob Black, 8232 NE 166th, Kenmore, was present to state his concerns relating to the ban on fireworks.

BUSINESS AGENDA

Discussion and Possible Adoption of Ordinance No. 11-0328 Amending Code Enforcement Regulations - Bryan Hampson, Director of Land Development/Permitting and Angelo Bonomi, Code Compliance Officer, were present to provide a staff report and were also available to answer any questions.

Councilmember Allan Van Ness moved to adopt Ordinance No. 11-0328 Amending Code Enforcement Regulations. Councilmember Glenn Rogers seconded the motion. The motion passed 6-1 with Councilmember John Hendrickson voting no.

Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No. 11-C954 with King County for Enhanced Animal Field Services, for a term of August 1, 2011 through December 31, 2012. Services and costs will be shared with the Cities of Shoreline and Lake Forest Park - Nancy Ousley, Assistant City Manager, was present to provide a staff report, and she was also available to answer any questions.

Councilmember Laurie Sperry moved to Authorize the City Manager to Execute, Upon Final Review by the City Attorney, Contract No. 11-C954 with King County for Enhanced Animal Field Services, for a term of August 1, 2011 through December 31, 2012. Services and costs will be shared with the Cities of Shoreline and Lake Forest Park. Deputy Mayor Milton Curtis seconded the motion. The motion passed unanimously.

COUNCILMEMBER COMMENTS/REPORTS

Councilmember Bob Hensel stated that he attended the Kenmore Library Opening Ceremony and that it was well-attended. He provided an update on the recent Eastside Transportation Partnership (ETP) meeting he attended.

Councilmember Laurie Sperry stated that she attended the recent Kenmore Library Opening Ceremony. She noted that one of the Kenmore banner prototypes is hanging outside City Hall.

Councilmember Glenn Rogers stated that he had attended the recent Kenmore Library Opening Ceremony and that there were approximately 2,000 people in attendance and everyone present had a fun time. He stated that the library came in under budget and on time.

Councilmember Allan Van Ness stated that he continues to receive citizen complaints relating to the employee exhibitionist behavior that is an ongoing concern at the Best Friends Espresso Stand. He stated that he would like staff to draft an indecent exposure ordinance in

City of Kenmore - Regular Council Meeting Minutes
July 11, 2011

response to the complaints to try to control the indecent behavior that is continuing at the Best Friends Espresso Stand.

It was Council consensus that such an ordinance be drafted for their review and possible adoption.

Mayor David Baker reviewed that the Federal Transportation Administration is seeking the return of 2.5 billion in transportation dollars they had previously allocated to the individual states. He provided an update on the National League of Cities meetings he will be attending in September in Washington D.C. at which time he will be meeting President Obama.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 8:50 p.m.

Mayor David Baker

ATTEST:

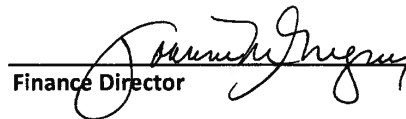
Lynn Suskin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 24432 - 24492 which total \$516,467.90 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.


 City Manager

Date


 Finance Director

8/25/11

Date

Check	Name	Description	Net amount
24432	OFFICE TEAM	Temp Office Employee-7/1/11	\$ 712.50
24433	CHILDERS, MARK	SRO Conference Hotel Reimbursement	130.96
24434	NEXTEL COMMUNICATIONS	July 2011 Staff & PD Cell Phones	851.41
24435	ADT SECURITY SERVICES	6700 Bldg. Alarm Panel	280.50
24436	BAKER, DAVID	King County Reception Parking & Mileage	35.76
24437	CASCADE PEST CONTROL	Aug. 2011 Pest Control	142.35
24438	COASTWIDE LABORATORIES	Parks Materials	288.58
24439	FERGUSON ENTERPRISES INC	Drainage Materials	6,187.14
24440	GEOENGINEERS INC	61st Place NE Slide Repair	15,763.25
24441	CALPORTLAND COMPANY	Drainage Materials	999.32
24442	H.W. LOCHNER, INC.	Juanita Dr. Signal Improvement	1,297.77
24443	INSLEE, BEST, DOEZIE & RYDER, P.S.	June 2011 Attorney Fees	23,636.66
24444	KING COUNTY W.L.R.D.	2010 SWM Interlocal Agreement	58,184.10
24445	KING COUNTY FINANCE	Q2 2011 Alcohol Treatment Services	1,325.95
24446	KING COUNTY FINANCE	July 2011 Streets Contracts	70,659.06
24447	KING COUNTY SHERIFF	July 2011 Police Contract Services & OT	232,648.06
24448	KUSTOM SIGNALS, INC.	PD Radar Power Cords	237.24
24449	NORTHSHORE UTILITY DIST	July 2011 Fleet Maintenance & Water	11,422.01
24450	HONEY BUCKET	Summer Concert Portable Toilet	112.40
24451	OFFICE TEAM	Temp Office Employee-8/12/11	570.00
24452	OTAK	NLW Trib 0056 Improvements & SR 522	14,403.07
24453	PEOPLES STORAGE	Sept. 2011 Storage Unit Rental	177.00
24454	PUGET SOUND ENERGY	Electricity Bills	1,870.46
24455	CEMEX	Drainage Materials	146.73
24456	STAPLES ADVANTAGE	Office Supplies	27.32
24457	STATE AUDITOR'S OFFICE	2010 Audit Services	10,837.52
24458	TOTAL LANDSCAPE CORP	Aug. 2011 SR522, CH, & Parks Materials	6,404.21
24459	WASHINGTON STATE DEPT OF INFO SERV	July 2011 ListServ & Software	374.79
24460	WASHINGTON STATE OFFICE CASH MGMT	Q2 2011 Building Permit Fees	252.00
24461	COLUMBIA RIDGE LANDFILL	Aug. 2011 Mid-Month Dump Fees	1,020.00
24462	ARTS OF KENMORE	2011 Kenmore Art Show Purchase	500.00
24463	ANDONIADIS INC	National Night Out Pizzas	476.27
24464	VAN NESS, ALLAN	NLC Conf. Air Fare Reimbursement	440.26

VB. Approval of Claim Nos. 24432 - 24492 in the Amount of \$516,467.90 for the Period Ending August 25, 2011.

24465 KING COUNTY PARKS	SR522 Drawing Review & Rewidening	4,524.87
24466 BANNER BANK LD	SR522 Website, Concerts, & Supplies	83.14
24467 BANNER BANK CS	Citizens Academy, NNO, & Radios	271.33
24468 DIGITAL REPROGRAPHICS SERVICES INC.	Wayfinding Signs & Printing	159.14
24469 HDR	SR 522 Transportation Project	11,876.66
24470 PERKINS COIE	July 2011 Downtown Planning	3,200.59
24471 BANNER BANK KENMORE	NLC Conf. Reg. & Printer Repair	963.95
24472 GREGORY, JOANNE	Training & RFP Manual Reimbursement	230.00
24473 BANNER BANK JGORDON	Tools, Blinds, & Paint	1,653.81
24474 UNIVERSAL FIELD SERVICES	Juanita Dr. Signal & Property Acquisition	7,346.95
24475 SHATTUCK, NANCY	July 2011 DV Victim Advocate	800.00
24476 ALCALDE & FAY	July 2011 Government Consulting	5,089.94
24477 COASTAL WEAR PRODUCTS INC	Sweeper Truck Maintenance	1,350.51
24478 HERO HOUSE	Q2 2011 HERO House	387.50
24479 COMCAST	Aug. 2011 City Hall Internet Service	109.90
24480 GORDON THOMAS HONEYWELL	July 2011 Governmental Consulting	3,123.47
24481 HORIZON DISTRIBUTORS INC	Log Boom Park Irrigation Repair	96.92
24482 INTEGRA TELECOM	Aug. 2011 City Hall Phone Service	763.28
24483 PHSI PURE WATER FINANCE	City Hall Filtered Water	301.89
24484 SUSSMAN/PREJZA & CO, INC	July 2011 Wayfinding & Signage	5,218.66
24485 PAWS	July 2011 Animal Sheltering Services	960.00
24486 INDEPENDENT STATIONERS	Office Supplies	117.63
24487 STEPHENS, MARY	June 2011 Public Defense Services	1,250.00
24488 BADGLEY'S LANDSCAPE LLC	Noxious Weed Removal	2,190.00
24489 ZESBAUGH, INC.	City Hall Garage Door Repair	423.77
24490 BANNER BANK KENMORE	NLC Conf. Hotel, Food, & Airfare Reimb.	1,268.57
24491 STAPLES ADVANTAGE	Office Supplies	40.01
24492 MAIL FINANCE	Aug. 2011 Postage Machine Lease	250.76
		<u>\$ 516,467.90</u>

PRIOR VENDOR ACTIVITY

	Previous YTD
3CMA	\$ 375.00
A+ CONFERENCING	146.85
AA PARTY RENTALS	3,070.92
ABBOTT, CARRIE	250.00
ACTION ENTERTAINMENT	1,090.00
ACTIVE SHOOTER TRAINING LLC	815.90
ADT SECURITY SERVICES	812.26
ADVANCE TESTING & SERVICE INC	459.00
AFLAC	7,323.99
ALCALDE & FAY	45,380.02
ALLIANCE OF PEOPLE W/ DISABILITIES	386.25
ALLIED WASTE SERVICES #172	7,135.62
ALPHA COURIER SERVICES	33.60
AM TEST, INC	1,100.00
AMERICAN GENERAL	3,288.66
AMERICAN PLANNING ASSOCIATION	1,501.00
AMERICAN PUBLIC WORKS ASSOCIATION	503.42
AMERICAN SOCIETY OF COMPOSERS	305.00

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AMES2BFIT	50.00
ANDERSON, LAURI	27.94
ANDONIADIS INC	826.17
APPLIED PROFESSIONAL SERVICES INC	1,536.93
ARGENS	15.88
ASP, ANGELA	210.00
ASSOCIATION OF WA CITIES	13,970.00
AT WORK	1,230.25
AT WORK	625.00
AURORA RENTS	2,094.82
AWC EMPLOYEE BENEFITS	270,680.34
BABB, MICHELLE	186.92
BAKER, DAVID	2,467.44
BANK OF AMERICA 941	216,534.03
BANNER BANK BH	463.61
BANNER BANK CS	4,960.78
BANNER BANK DB	930.49
BANNER BANK JG	7,370.57
BANNER BANK JGORDON	6,898.14
BANNER BANK KENMORE	24,884.54
BANNER BANK LB	1,855.30
BANNER BANK LD	5,602.60
BANNER BANK NO	3,518.62
BARCLAY DEAN ARCHITECTUAL PRODUCTS	711.75
BASTYR UNIVERSITY	194,494.20
BAYLES, GREGORY	50.00
BEEGEE TOLPA	700.00
BEKINS NORTHWEST	303.45
BENNETT, STUART	29.36
BIG BUBBA DOG LLC	1,500.00
BIS	3,885.00
BLACKBAUD	4,956.23
BLUE WAVE CONSTRUCTION, INC	24,671.83
BODINE CONSTRUCTION SERVICES, INC	383.25
BOTHELL SKI & BIKE	120.44
BOWHEAD ENVIRONMENTAL & SAFETY	414.59
BRABEC, MARY	3,500.00
BRADY, DAVID	84.00
BRAVO ENVIRONMENTAL SERVICE	118,553.07
BULGER SAFE & LOCK, INC.	98.55
C. ANDERSON & CO.	1,209.98
CALIBRE HOMES, INC	7,500.00
CALPORTLAND COMPANY	2,629.86
CANOPIES BY FRED	647.15
CARLSON, THOMAS G.	858.16
CASCADE PEST CONTROL	1,385.21
CATHOLIC COMMUNITY SERVICES	4,512.75
CEMEX	5,487.64
CENTER FOR HUMAN SERVICES	24,040.00
CHAMPION COURIER	78.25
CHILDERS, MARK	939.00

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CITY OF BELLEVUE	419,868.03
CITY OF CLYDE HILL	583.00
CITY OF KENMORE FS	3,257.15
CITY OF LAKE FOREST PARK	545,786.85
CITY OF RENTON	980.00
CITY OF SHORELINE	993.76
CLARITY SIGNS	2,602.28
CLUB NORTHWEST	30.00
CLYDE/WEST	1,215.87
COASTAL WEAR PRODUCTS INC	1,350.51
COASTWIDE LABORATORIES	4,939.53
CODE 4 PUBLIC SAFETY EDUCATION	198.00
CODE PUBLISHING COMPANY	547.50
COFFMAN, JON	183.00
COLUMBIA BANK	11,099.56
COLUMBIA FORD	26,352.28
COLUMBIA RIDGE LANDFILL	14,943.04
COMCAST	989.10
COMMERCIAL SOUND, INC.	1,444.26
CONSEJO COUNSELING & REF	2,125.00
CONSOLIDATED PRESS	4,383.06
CONTECH STORMWATER SOLUTIONS, INC	15,444.98
CORNERSTONE ROOFING	98.50
COSTCO RETAIL SERVICES	27.62
COX PRINTING & SIGNS	399.68
CPSWQ	100.00
CROWN PRODUCTS	1,491.50
CSAT, LLC	1,600.00
CURRY, ROSS	183.00
CUSTER SPORTSMEN'S CLUB, INC	150.00
DAILY JOURNAL OF COMMERCE	821.80
DANSOUND INC	6,487.89
DBM CONTRACTORS, INC	215,717.62
DELL MARKETING L.P.	4,275.06
DEPARTMENT OF ECOLOGY	5,082.52
DEPARTMENT OF LABOR AND INDUSTRIES	25,553.30
DEPARTMENT OF LICENSING	10.00
DEPARTMENT OF RETIREMENT SYSTEMS	139,790.59
DEVRIES, DENIS	139.41
DIGITAL REPROGRAPHICS SERVICES INC.	1,333.16
DISSTON, GALEN	1,500.00
DOWL HKM	11,725.00
DRS 457	29,761.38
DUNN LUMBER COMPANY	1,759.14
DURRANT, JEFF	879.25
EARTHCORPS	15,204.18
EAST JORDAN IRON WORKS	1,152.48
EDGE CONCRETE CONSTRUCTION, LLC	1,250.00
EFFICIENCY INC	949.37
EMERGENCY FEEDING PROGRAM	3,125.00
EMERGENCY SERVICE COORDINATING AGCY	56,137.00

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EMPLOYMENT SECURITY DEPT	1,602.62
ENTERTAINMENT FIREWORKS INC	12,025.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,554.01
ESA ADOLFSON	9,902.09
EVANS, C. WILLIAM	5,247.00
EVERGREEN PRINT SOLUTIONS	655.54
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,320.33
EXTREME PROMOTIONS	522.00
FAZZARI MARKETING	1,689.29
FEARON, CLINTON	2,000.00
FEASEL, ROBERT	665.00
FEDEX OFFICE	26.61
FERGUSON ENTERPRISES INC	10,470.61
FIRE PROTECTION, INC	1,742.70
FRONTIER	59,994.89
FRUHLING SAND & TOPSOIL	1,848.81
FULL MAINTENANCE GARDENING	3,434.10
GEOENGINEERS INC	24,608.80
GIBBONS & RIELY, PLLC	750.00
GORDON DERR	4,266.00
GORDON THOMAS HONEYWELL	27,759.97
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAHAM CONTRACTING LTD.	443,599.44
GRAINGER	6,478.57
GRAY & OSBORNE, INC	3,465.46
GREGORY, JOANNE	791.66
GREYSTONE COMMERCIAL SERVICE LP	174.79
GRIESEL, LEONARD	18.80
H.W. LOCHNER, INC.	178,340.60
HAMMOND COLLIER WADE LIVINGSTONE	1,050.00
HANSON CONSULTING SERVICES	1,269.00
HARRIS COMPUTER SYSTEMS	6,317.06
HARRIS, LESLIE	864.67
HDR	172,843.34
HEARTLAND	20,727.97
HEATERMEALS	1,193.21
HESSLER, ANDREW	1,800.00
HERO HOUSE	773.75
HOME DEPOT	893.20
HONEY BUCKET	908.00
HOPELINK	42,804.00
HOPKINS, CRAIG	308.10
HORIZON DISTRIBUTORS INC	294.36
ICMA RETIREMENT TRUST 457 - 304745	41,415.18
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	5,612.75
INFRASOURCE CONTRACTING LLC	29.36
INSLEE, BEST, DOEZIE & RYDER, P.S.	185,646.90
INSTITUTE FOR FAMILY DEVELOPMENT	6,938.00
INSTRUMENTATION NORTHWEST INC.	1,560.58

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INTEGRA TELECOM	6,691.20
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,154.43
INTERNATIONAL INST OF MUNI CLERKS	560.00
iWORQ SYSTEMS	4,800.00
J&K ASSOCIATES	10,789.04
J. MURPHEY CONSTRUCTION	42.67
JBS INSTRUMENTS	3,360.75
JET CITY PRINTING	4,346.57
JOHN E. REID & ASSOCIATES	580.00
JONES & STOKES	129.31
JURASSIC PARLIAMENT	2,202.60
KCDA PURCHASING COOP	9,328.55
KEEP POSTED INC	173.00
KELLY PRINTING & GRAPHICS	5,362.23
KELLY THOMAS, INC.	11,587.29
KENMORE ELEMENTARY PTA	5,666.67
KENMORE HERITAGE SOCIETY	25.00
KENYON DISEND, PLLC	14,104.37
KEY EQUIPMENT FINANCE	2,697.00
KING COUNTY	200.00
KING COUNTY W.L.R.D.	176,058.21
KING COUNTY ANIMAL SVCS	4,265.00
KING COUNTY DEPT OF CONST PROP SVCS	1,503.57
KING COUNTY FINANCE	585,568.55
KING COUNTY FIRE DISTRICT	850.00
KING COUNTY LIBRARY SYS	33,440.00
KING COUNTY PARKS	814.34
KING COUNTY PUBLIC DEFENSE	6,879.81
KING COUNTY RADIO COMM SERVICES	9,222.99
KING COUNTY RECORDER'S OFFICE	408.00
KING COUNTY SHERIFF	2,061,038.95
KING COUNTY TREASURY	38,465.70
KONICA MINOLTA BUSINESS SOLUTIONS	7,876.41
KUKER-RANKEN INC	536.98
KUSTOM SIGNALS, INC.	263.09
LACHAPELLE, NATALIE	300.00
LEE, MYUNG	2,252.00
LIGHTHOUSE CONSULTING INC	21,641.30
LOEWEN, RON	76.00
LONGFELLOW, JONATHAN	420.00
LORBIECKI, GLENN	50.00
LYONS, KEN	6,687.40
MAACO	368.96
MAAS, NORMAN	2,520.00
MAIL FINANCE	2,269.38
MATRIX CONSULTING GROUP	36,106.00
McKEE & SCHALKA	5,500.00
MIDMOUNTAIN CONTRACTORS, INC	82,850.60
MILNE ELECTRIC, INC	24,187.00
MINZGHOR, NICHOLAS	1,411.92
MOBILE ELECTRICAL DISTRIBUTORS INC	12.13

VB. Approval of Claim Nos. 24432 - 24492 in the Amount of \$516,467.90 for the Period Ending August 25, 2011.

MR. T'S TROPHIES	983.38
NAMI EASTSIDE	400.00
NATIONAL ALLIANCE ON MENTAL ILLNESS	1,481.50
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	2,943.91
NATIONAL LEAGUE OF CITIES	5,439.00
NATIONAL LIFE OF VERMONT	3,177.11
NATIONWIDE FINANCIAL 401a	180,174.96
NATIONWIDE RETIREMENT SOLUTIONS 457	21,080.00
NEBC	195.00
NetVersant	9,959.70
NEXTEL COMMUNICATIONS	7,281.23
NORTHSHORE FIRE DEPT	7,682.60
NORTHSHORE PAVING INC	537.90
NORTHSHORE SENIOR CENTER	12,250.00
NORTHSHORE UTILITY DIST	72,345.16
NORTHSHORE YOUTH & FAMILY SERVICES	25,000.00
OAC SERVICES, INC	44,469.71
OFFICE CLEANING CREW	4,022.85
OFFICE DEPOT	917.01
OFFICE TEAM	10,818.71
OLYMPIC ENVIRONMENTAL RESOURCES	19,804.19
OM WORKSPACE	5,418.58
OSTROM DRUGS	557.40
OTAK	128,890.05
OUSLEY, NANCY	1,179.63
PACE ENGINEERS, INC.	3,057.50
PACIFIC NW TITLE CO OF WA, INC	1,095.00
PACIFIC TOPSOILS	7,550.31
PASSPORT TRAVEL AND TOURS	5,130.80
PAWS	5,705.00
PENDLETON CONSULTING LLC	9,099.47
PEOPLES STORAGE	1,537.00
PERKINS COIE	6,228.00
PETTY CASH CUSTODIAN	1,155.07
PHOTOTAINMENT	876.00
PHSI PURE WATER FINANCE	905.67
PLATT	506.41
PRIME PACIFIC BANK	60.00
PRO-VAC	15,817.98
PRSA	277.00
PRUDENTIAL	1,119.39
PUGET SOUND BUSINESS JOURNAL	94.00
PUGET SOUND CLEAN AIR AGENCY	10,989.00
PUGET SOUND ENERGY	670,285.44
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REFRIGERATION	2,207.52
PURE WATER TECH OF PUGET SOUND	136.88
QUALITY BUSINESS SYSTEMS	14,086.19
RICHARD & SHARON ARKLEY LIVING TRUS	2,300.00
RODGERS, MICHAEL	184.00

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ROGERS, GLENN	2,512.74
RON KASPRISIN AIA	902.29
ROUNDY, CASSANDRA	50.00
S & S UPHOLSTERY	2,135.25
SAFRIN, PATTY	979.57
SARAH ROBERTS	82,800.00
SCHINDLER ELEVATOR CORPORATION	1,243.37
SCHLOTZHAUER FIRM PS	13,080.00
SEATTLE TIMES	4,464.67
SECRETARY OF STATE	55.00
SEES TREES AND EXCAVATION INC	3,131.70
SEMAIHMUO RESORT	520.56
SERVICE ELECTRIC	869.08
SHARAM FAMILY	19,444.40
SHATTUCK, NANCY	6,400.00
SHORELINE PUBLIC SCHOOLS	450.00
SHRED-IT	495.00
SMITH, JARRETT	50.35
SNOHOMISH COUNTY	78,742.06
SNOHOMISH COUNTY SHERIFF'S OFFICE	22,794.20
SOUND LAW CENTER	11,371.50
SOUND PUBLISHING, INC.	4,539.30
SPERRY, LAURIE	250.00
STAPLES ADVANTAGE	6,295.44
STAR NORTHWEST, INC	56,941.47
STATE AUDITOR'S OFFICE	3,244.02
STATE OF FLORIDA DISBURSEMENT UNIT	275.00
STEPHENS, MARY	5,000.00
STEWART BEALL MACNICHOLS	30,700.00
STOUDER, FRED	1,359.01
SUBURBAN CITIES ASSOC	11,829.87
SUNBELT	2,313.36
SUSKIN, LYNN	804.10
SUSSMAN/PREJZA & CO, INC	45,569.93
TACOMA SCREW PRODUCTS, INC.	159.70
TELESYSTEMS WEST	585.83
THE KIPLINGER TAX LETTER	89.00
THE PIN CENTER	920.00
THE WILDERS	2,000.00
TIGER CONSTRUCTION & EXCAVATION	5,950.00
TIMEMARK INCORPORATED	106.76
TITAN OUTDOOR, LLC	862.00
TOTAL LANDSCAPE CORP	60,594.39
TOWN & COUNTRY FENCE, INC	427.05
TOWNE CENTRE HARDWARE	737.64
TRAFFIC COUNT CONSULTANTS, INC	5,250.00
TRAN, SHAUN & DINH LIEU	415.80
T-TRAN LANDSCAPING & CONCRETE	8,760.00
ULI/SEATTLE DISTRICT CNCL	45.00
UNITED STATES POSTMASTER	1,440.19
UNITED WAY OF KING COUNTY	1,035.00

VB. Approval of Claim Nos. 24432 - 24492 in the Amount of \$516,467.90 for the Period Ending August 25, 2011.

UNIVERSAL FIELD SERVICES	11,293.29
UNIVERSITY OF WASHINGTON	1,210.00
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	4,450.82
VAN NESS, ALLAN	2,267.36
VAUGHAN, KENT	76.00
W.S.S.R.O.A.	450.00
WA ASSOC FOR FLOODPLAIN MANAGEMENT	100.00
WA CITIES INSURANCE AUTHORITY	124,502.00
WA FINANCE OFFICERS ASSOCIATION	450.00
WA GUARANTEED EDUCATION TUITION	3,735.00
WA RECREATION & PARK ASSOCIATION	129.00
WA STATE DEPARTMENT OF AGRICULTURE	33.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	5,472.01
WA STATE PARKS & RECREATION	2,700.00
WARDS NATURAL SCIENCE	1,237.95
WARNER, LOUIS	1.02
WASHINGTON CITY/COUNTY MGMT ASSOC	160.00
WASHINGTON ENERGY SERVICES	120.70
WASHINGTON MILITARY DEPARTMENT	5,009.34
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	13,692.12
WASHINGTON STATE DEPT OF REVENUE	5,003.62
WASHINGTON STATE OFFICE CASH MGMT	517.50
WASHINGTON TREE SERVICE INC	1,423.50
WEINSTEIN AU	22,005.11
WELLS FARGO BANK	803.43
WELLS FARGO FINANCIAL	3,558.90
WONDERLAND DEVELOPMENT	11,415.00
YAKIMA COUNTY DEPT. OF CORRECTIONS	59,400.05
YAMASATO, JON	1,750.00
YAZDIDOOST, KAMRAN	4,305.60
ZONAR SYSTEMS	525.33
ZORNES, GARY	230.00
ZUMAR	456.90
	<u>\$ 9,264,341.44</u>

VB. Approval of Claim Nos. 24432 - 24492 in the Amount of \$516,467.90 for the Period Ending August 25, 2011.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept July 2011 Financial Reports for the City of Kenmore, Washington			August 15, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2011-2012 Adopted City Budget \$37,128,075		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. July 2011 Financial Reports for the City of Kenmore, Washington			
SUMMARY STATEMENT: The July monthly financial report is submitted for Council review and adoption. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2011-2012 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. July is the seventh month (29.2%) of the current biennium. Sales tax and real estate excise tax (REET) revenues remain low, especially when compared to already low results in 2009 and 2010. Development revenues overall, including impact fees, and gas taxes are not showing any improvement; property tax collections are on target. On the national level, the unemployment rate dropped back down to 9.1% in July from 9.2% in June. The Dow Jones closed in July at 12,143, another decrease from 12,261 reported in June.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Accept July 2011 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 		REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: August 11, 2011	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK)

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

VC. Accept July 2011 Financial Reports for the City of Kenmore



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM]

TO: Frederick C. Stouder, City Manager
FROM: Joanne Gregory, Finance Director
DATE: August 11, 2011
RE: July 2011 Financial Reports for the City of Kenmore, Washington

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

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

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

GENERAL FUND

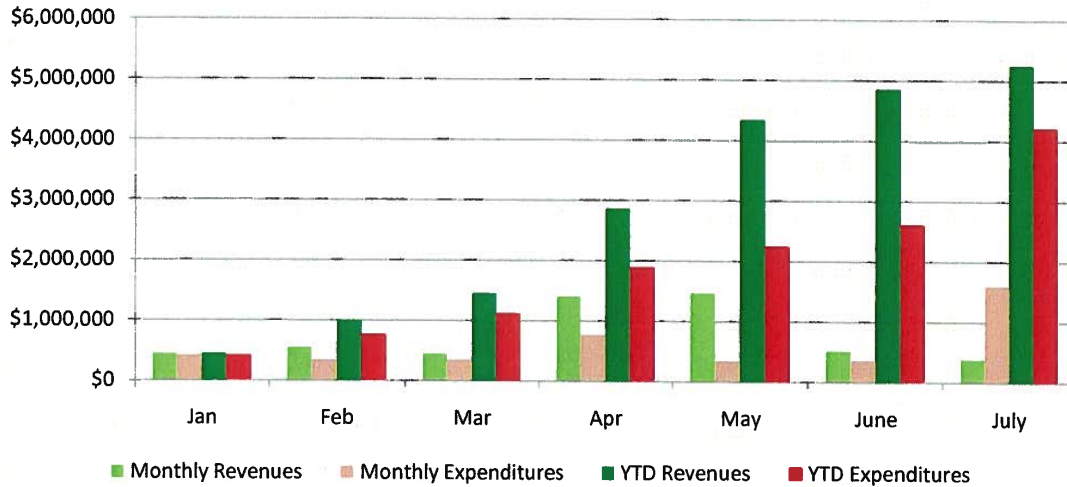
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the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

In the context of the biennial budget, July is the seventh month (29.2%) of the 2011-2012 biennial budget period.

For the month of July, expenditures for the police contract were caught up and resulted in expenditures exceeding revenues for the month in the General Fund by **\$1,216,944**.

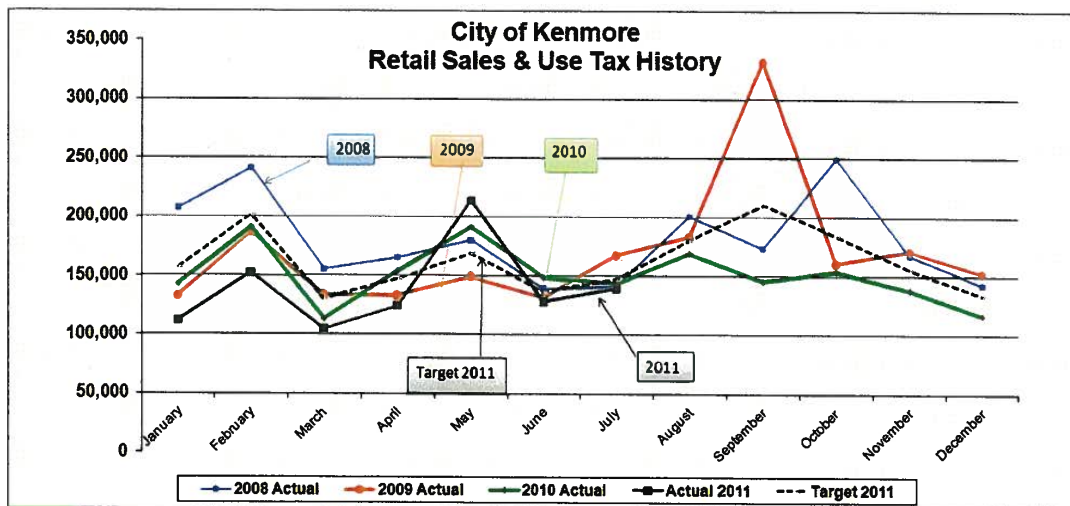
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through July, 2011.

City of Kenmore, Washington
Monthly Financial Report
July 2011

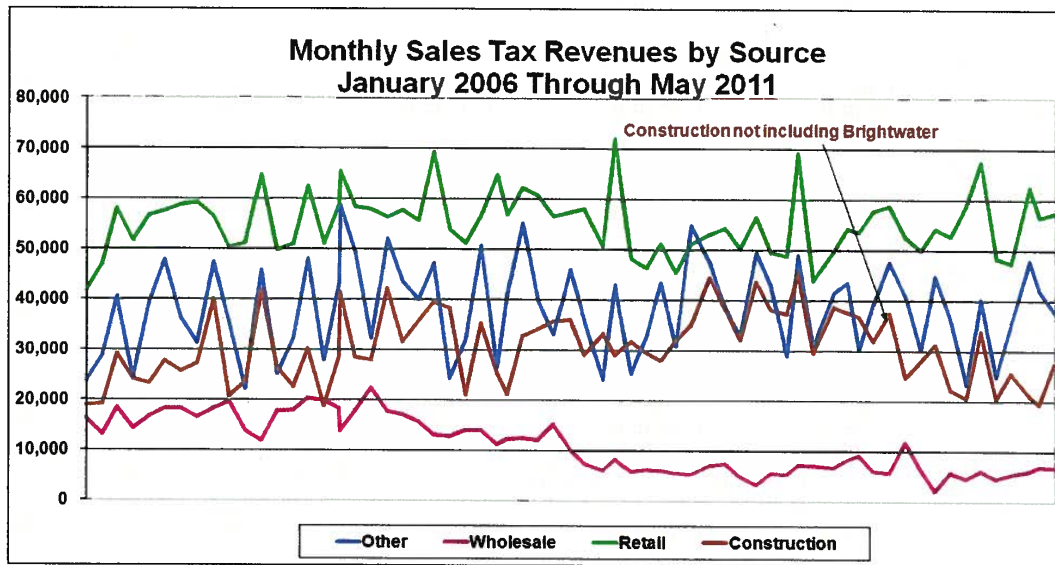


Total **revenues** for the month were **\$388,084**. Year to date the revenues are \$5,257,010 which is 27.9% of the biennial budgeted revenues of \$18,833,596. Primary sources of revenue for the month included retail sales and use taxes in the amount of \$139,354. Gas and electric utility taxes for the month of July were not received until August 1 and are not included in this month's revenue. Note that year to date franchise fees are unusually high because two of the 2010 quarterly payments (total of \$121,674) were remitted to the City in early 2011.

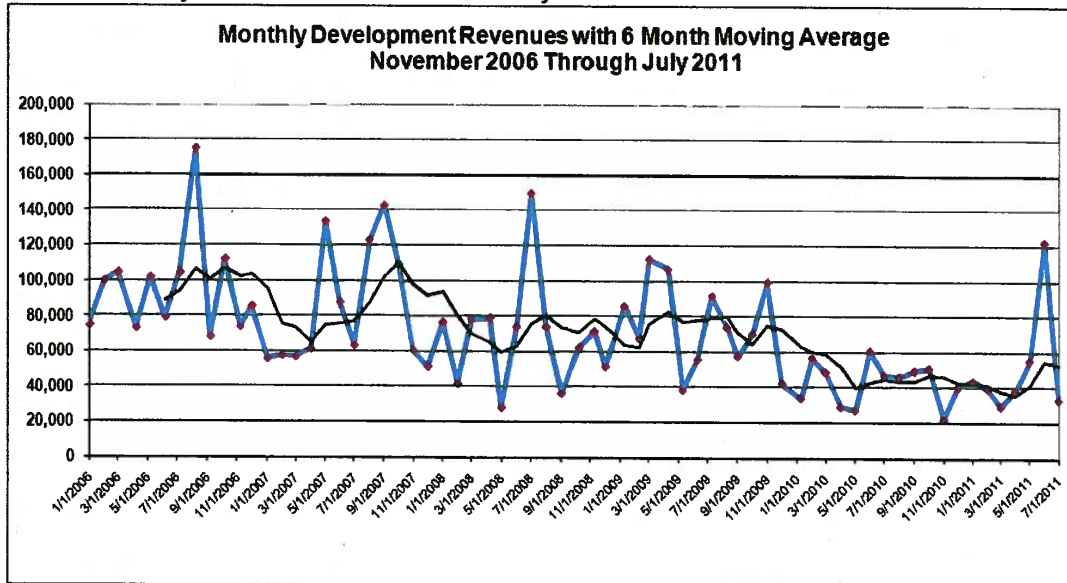
A summary of sales tax revenues received in July is attached. These receipts are based on May sales activity and have been tracking lower each month than the previous three years. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted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



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



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



July 2011 expenditures were \$1,605,028. Year to date expenditures are \$4,221,437 which is 21.9% of the biennial budget expenditures of \$19,256,668. During this month, the invoices for January through July 2011 for the police services contract were paid which accounted for \$1,093,187 of the monthly total. Other expenditures included \$28,797 for summer concerts and 4th of July celebration and \$11,587 (of \$16,570 year to date) for building improvements to accommodate the police personnel move into City Hall.

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

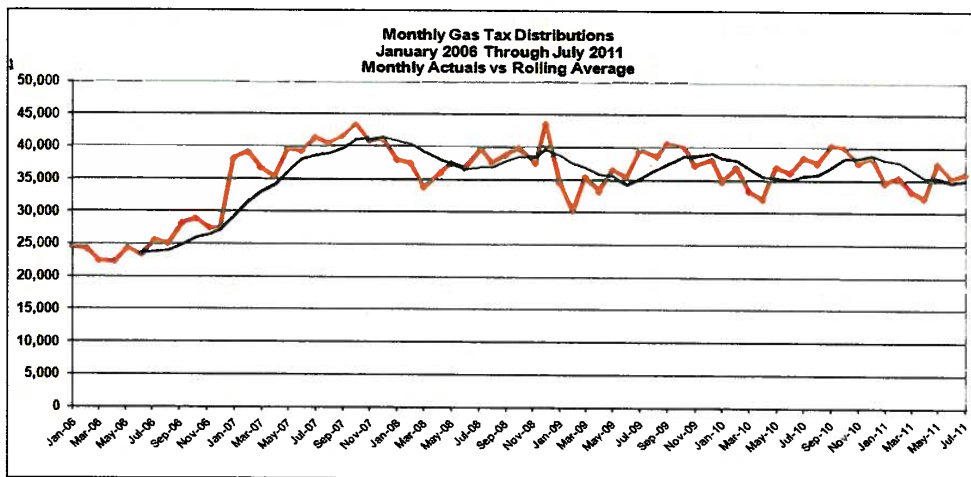
OTHER FUNDS

The July cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of July, totaled \$17,620,133. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2011-2012 biennial budget.

Other than the following, there were no significant transactions or unusual activities noted during the month of July. Total other fund (non General Fund) revenues were \$148,252 and total other fund (non-General Fund) expenditures were \$232,555.

In the **Street Fund** revenue from gas tax distributions was \$36,097.

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

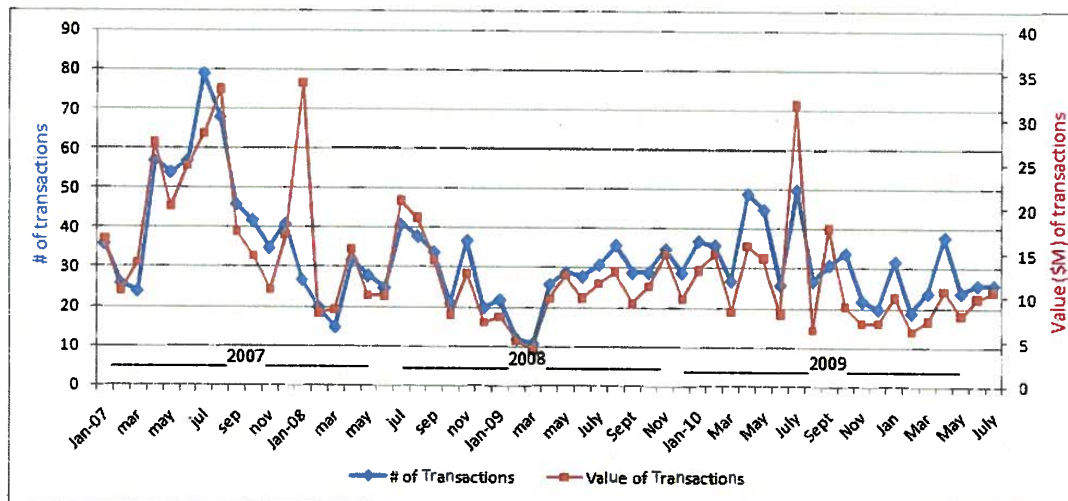


In the **Arterial Street Fund**, \$45,081 was expended on SR 522 Phase I and Phase II; \$41,756 was spent on various other transportation projects.

Park impact fees of \$12,143 were received and **transportation impact fees** of \$40,367 were received in July. There have been no expenditures in these funds thus far this year.

The **Municipal Capital Fund** received \$53,012 of real estate excise taxes (REET) in July from sales activity that occurred in June. 26 transactions were reported this month.

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



SUMMARY

This concludes the financial report for the City of Kenmore as of **July 31, 2011**. Thank you for taking the time to review the materials. I appreciate your feedback and encourage you to contact the City Manager if you have any questions prior to the City Council meeting.

**City of Kenmore, Washington
General Fund Summary Report
July 31, 2011**



	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	YEAR TO DATE	% of	BIENNIUM BUDGET	MONTH	YEAR TO DATE	BIENNIUM BUDGET
	<u>July</u>	<u>2011</u>	<u>BUDGET</u>	<u>2011-2012</u>	<u>July-2010</u>	<u>2010</u>	<u>2009-2010</u>
REVENUES							
Beginning Fund Balance				4,941,884			3,683,966
Property Taxes	22,646	2,199,227	26.6%	8,254,387	12,294	2,126,021	7,870,521
Sales and Use Taxes	173,176	1,212,465	27.9%	4,339,202	173,269	1,310,505	4,486,179
Utility Taxes	55,122	858,371	28.6%	3,002,082	109,937	901,093	3,001,932
Other Taxes	0	15,204	14.6%	104,104	721	16,540	145,900
Development Fees & Permits	33,339	362,254	25.2%	1,439,095	46,849	303,661	1,803,313
Franchise Fees	59,890	323,165	60.0%	538,588	0	183,176	466,900
Intergovernmental and Grants	37,918	229,826	30.2%	761,476	37,997	283,804	760,841
Investment Interest	4,061	42,651	76.2%	56,000	8,761	-6,397	180,000
Fines and Forfeitures	47	645	0.0%	0	21,000	60,254	0
Transfers and Other Revenues	1,885	13,202	3.9%	338,662	6,941	145,059	235,220
Total Revenues	388,084	5,257,010	27.9%	18,833,596	417,769	5,323,716	18,950,806
Total Revenues & Beginning Fund Balance				23,775,480			22,634,772

	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	YEAR TO DATE	% of	BIENNIUM BUDGET	MONTH	YEAR TO DATE	BIENNIUM BUDGET
	<u>July</u>	<u>2011</u>	<u>BUDGET</u>	<u>2011-2012</u>	<u>July-2010</u>	<u>2010</u>	<u>2009-2010</u>
EXPENDITURES							
Cost Center							
City Council	9,389	62,098	28.5%	217,644	12,697	89,947	184,307
City Manager	115,140	504,572	30.0%	1,684,600	96,487	479,379	1,576,240
City Clerk	26,834	142,459	26.6%	536,261	28,746	143,891	503,323
Finance	29,618	153,466	24.0%	639,213	25,843	151,756	484,516
Legal	37,820	163,560	39.7%	412,000	16,066	155,043	415,000
Non-Departmental	17,741	409,875	26.7%	1,532,818	24,845	541,801	1,774,827
Interfund Transfers	0	0	0.0%	1,623,013	0	0	3,296,095
Public Safety	1,179,438	1,482,091	19.3%	7,664,363	307,515	1,707,731	6,969,090
Engineering	57,920	277,509	25.8%	1,074,935	34,609	236,745	1,197,788
Planning & Community Dev	35,094	190,246	25.4%	747,632	142,243	820,740	3,358,755
Land Dev & Permitting	58,392	318,402	20.3%	1,571,147	0	0	0
Parks & Facility Maintenance	37,642	517,159	33.3%	1,553,042	55,201	333,433	1,001,942
Total Expenditures	1,605,028	4,221,437	21.9%	19,256,668	744,252	4,660,465	20,761,883
Ending Fund Balance				4,518,812			1,872,888
Total Expenditures and Ending Fund Balance				23,775,480			22,634,771

**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2011**

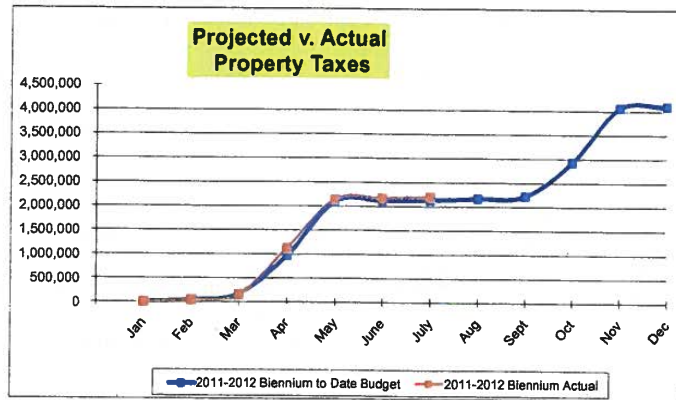
PROPERTY TAXES

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

Year To Date

Actual v. Projected

102.71%



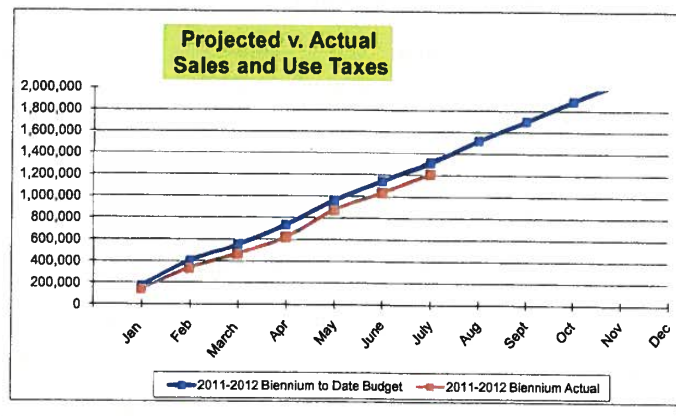
SALES, USE, CRIM JUSTICE TAXES

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

Year To Date

Actual v. Projected

92%



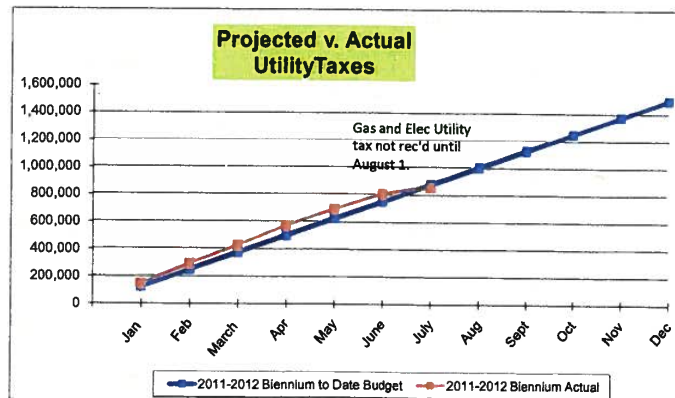
UTILITY TAXES

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

Year To Date

Actual v. Projected

98%



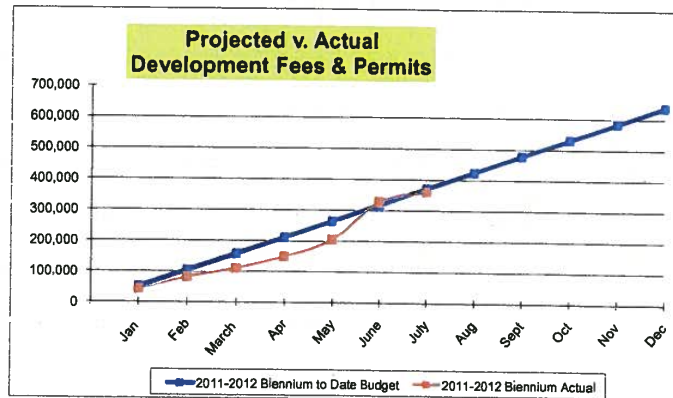
**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2011**

DEVELOPMENT FEES & PERMITS

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

Year To Date
Actual v. Projected

97%

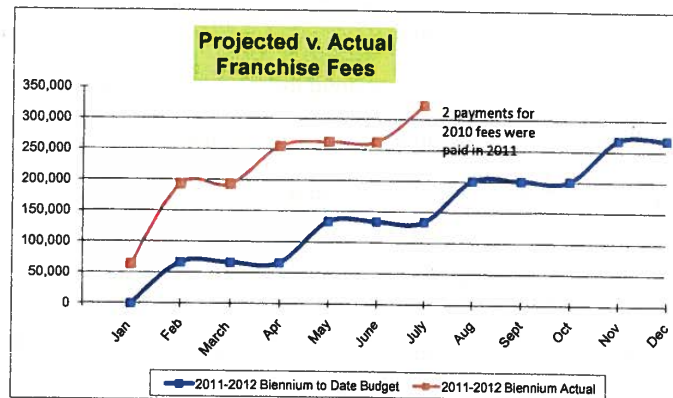


FRANCHISE FEES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	0	64,328
Feb	67,324	193,553
March	67,324	193,553
Apr	67,324	255,526
May	134,647	263,275
June	134,647	263,275
July	134,647	323,165
Aug	201,971	
Sept	201,971	
Oct	201,971	
Nov	269,294	
Dec	269,294	
2011	269,294	

Year To Date
Actual v. Projected

240%

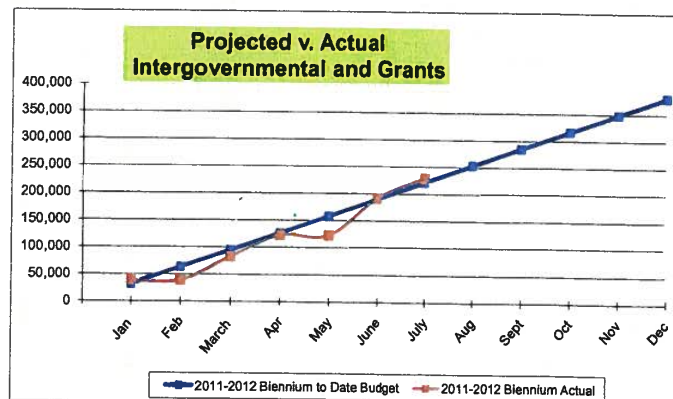


INTERGOVERNMENTAL & GRANTS

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

Year To Date
Actual v. Projected

103%

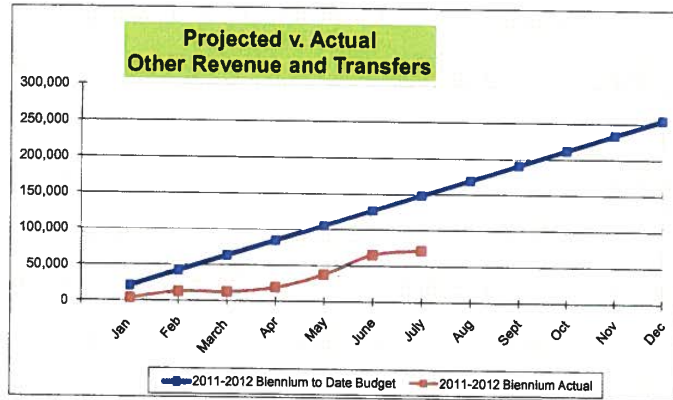


**City of Kenmore, Washington
General Fund Revenue Graphs
July 31, 2011**

OTHER REVENUES AND TRANSFERS

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

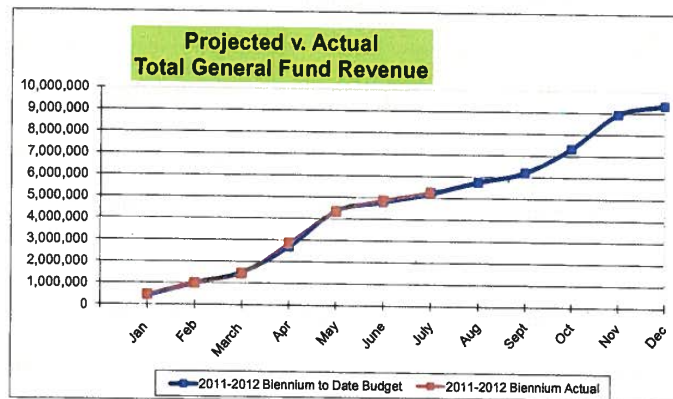
Year To Date
Actual v. Projected 48%



TOTAL GENERAL FUND REVENUE

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	417,023	450,267
Feb	992,321	1,003,584
March	1,492,068	1,456,772
Apr	2,708,218	2,870,653
May	4,360,726	4,347,214
June	4,797,351	4,868,926
July	5,215,646	5,257,010
Aug	5,757,859	
Sept	6,225,257	
Oct	7,349,123	
Nov	8,955,134	
Dec	9,371,971	
2011	9,371,971	

Year To Date
Actual v. Projected 100.79%

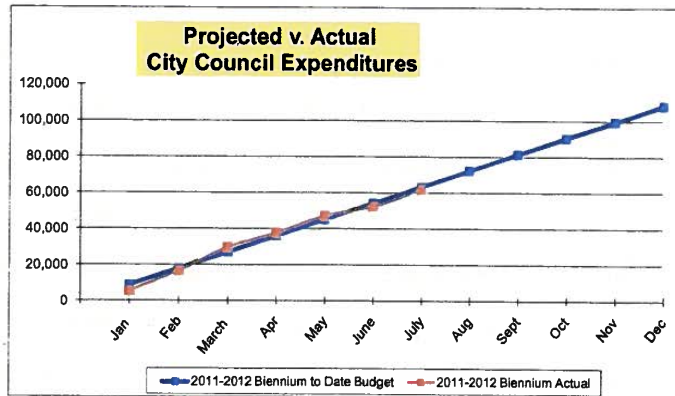


City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2011

CITY COUNCIL

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

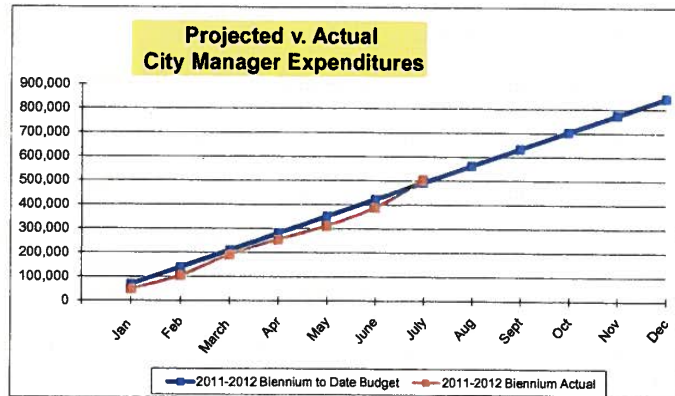
Year To Date
 Actual v. Projected 98%



CITY MANAGER

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	70,645	50,407
Feb	141,289	105,614
March	211,934	193,272
Apr	282,578	255,744
May	353,223	313,496
June	423,867	389,432
July	494,512	504,572
Aug	565,156	
Sept	635,801	
Oct	706,445	
Nov	777,090	
Dec	847,734	
2011	847,734	

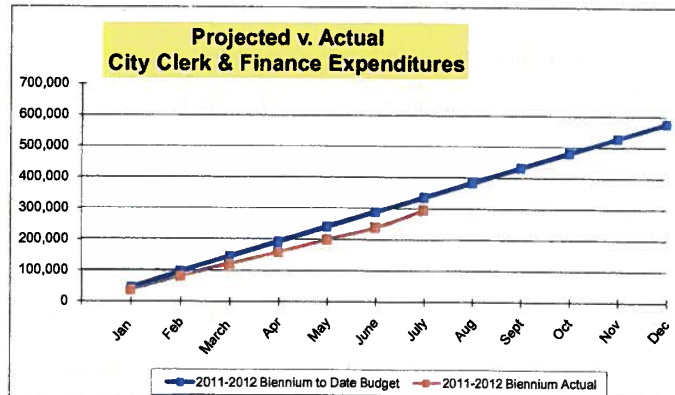
Year To Date
 Actual v. Projected 102%



CITY CLERK & FINANCE

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

Year To Date
 Actual v. Projected 88%

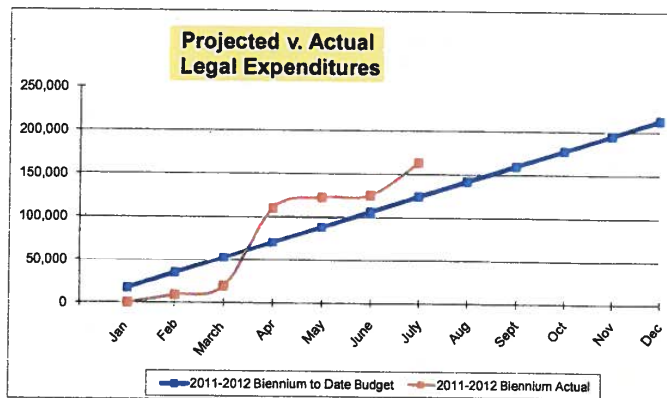


**City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2011**

LEGAL

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	17,792	0
Feb	35,583	9,472
March	53,375	19,947
Apr	71,167	110,349
May	88,958	122,937
June	106,750	125,740
July	124,542	163,560
Aug	142,333	
Sept	160,125	
Oct	177,917	
Nov	195,708	
Dec	213,500	
2011	213,500	

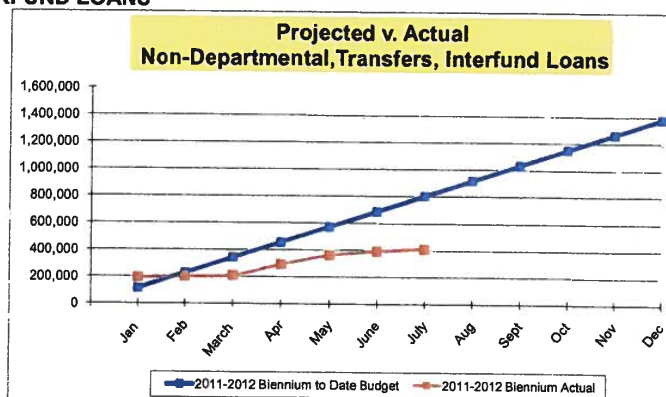
Year To Date
Actual v. Projected 131%



NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	115,185	194,427
Feb	230,369	203,114
March	345,554	211,943
Apr	460,738	293,277
May	575,923	361,357
June	691,107	392,134
July	806,292	409,875
Aug	921,476	
Sept	1,036,661	
Oct	1,151,845	
Nov	1,267,030	
Dec	1,382,214	
2011	1,382,214	

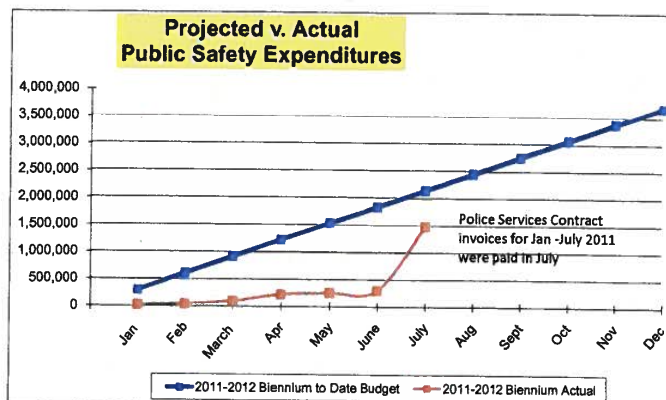
Year To Date
Actual v. Projected 51%



PUBLIC SAFETY

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	306,742	30,467
Feb	613,484	45,647
March	920,227	101,426
Apr	1,226,969	225,914
May	1,533,711	253,346
June	1,840,453	302,653
July	2,147,195	1,482,091
Aug	2,453,937	
Sept	2,760,680	
Oct	3,067,422	
Nov	3,374,164	
Dec	3,680,906	
2011	3,680,906	

Year To Date
Actual v. Projected 69%

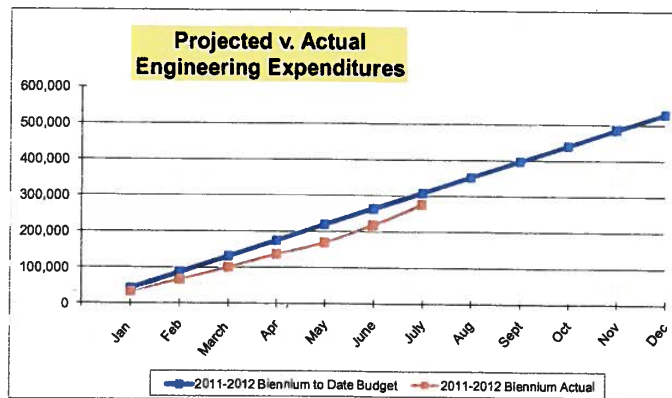


**City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2011**

ENGINEERING

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	44,213	33,890
Feb	88,426	67,607
March	132,639	101,292
Apr	176,852	137,709
May	221,065	170,320
June	265,278	219,589
July	309,490	277,509
Aug	353,703	
Sept	397,916	
Oct	442,129	
Nov	486,342	
Dec	530,555	
2011	530,555	

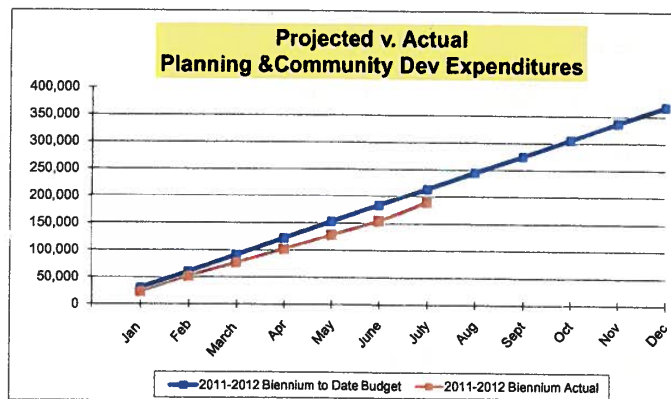
Year To Date
Actual v. Projected 90%



PLANNING & COMMUNITY DEV

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	30,740	23,392
Feb	61,480	52,442
March	92,220	77,462
Apr	122,959	102,864
May	153,699	128,864
June	184,439	155,152
July	215,179	190,246
Aug	245,919	
Sept	276,659	
Oct	307,398	
Nov	338,138	
Dec	368,878	
2011	368,878	

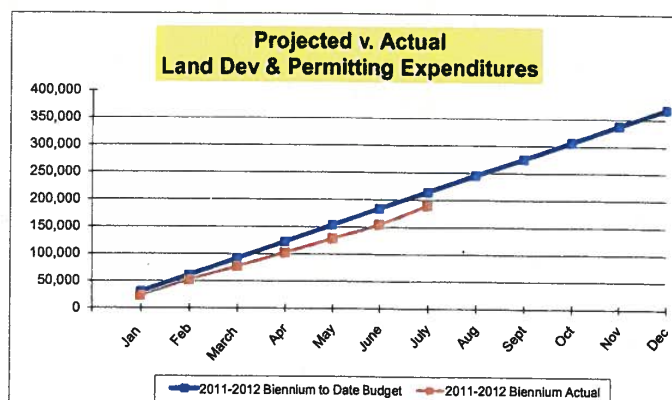
Year To Date
Actual v. Projected 88%



LAND DEV & PERMITTING

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	64,315	39,962
Feb	128,630	81,679
March	192,946	122,785
Apr	257,261	163,379
May	321,576	203,960
June	385,891	260,010
July	450,206	318,402
Aug	514,521	
Sept	578,837	
Oct	643,152	
Nov	707,467	
Dec	771,782	
2011	771,782	

Year To Date
Actual v. Projected 71%

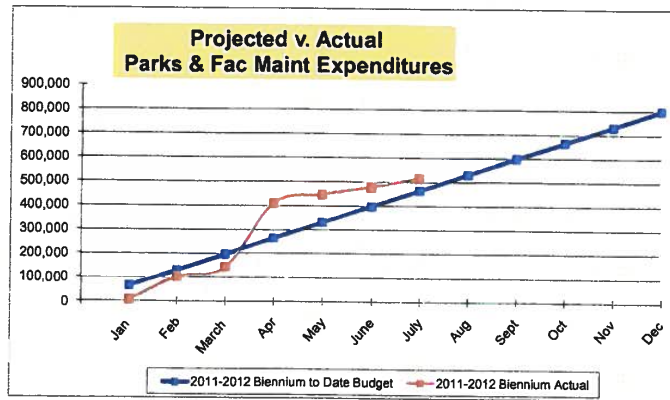


**City of Kenmore, Washington
General Fund Expenditure Graphs
July 31, 2011**

PARKS & FACILITY MAINT

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	66,665	6,230
Feb	133,329	103,546
March	199,994	144,923
Apr	266,659	411,504
May	333,323	448,660
June	399,988	479,517
July	466,653	517,159
Aug	533,317	
Sept	599,982	
Oct	666,647	
Nov	733,311	
Dec	799,976	
2011	799,976	

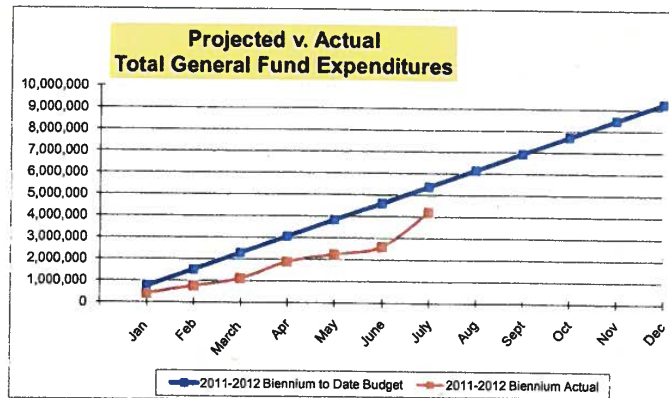
Year To Date
Actual v. Projected 111%



TOTAL GENERAL FUND EXPENDITURES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
Jan	773,460	422,575
Feb	1,546,921	768,186
March	2,320,381	1,124,125
Apr	3,093,841	1,899,004
May	3,867,301	2,250,801
June	4,640,762	2,616,409
July	5,414,222	4,221,437
Aug	6,187,682	
Sept	6,961,142	
Oct	7,734,603	
Nov	8,508,063	
Dec	9,281,523	
2011	9,281,523	

Year To Date
Actual v. Projected 78%



City of Kenmore, Washington
All Funds Cash Summary
July 31, 2011



	2009-2010 BIENNIUM	BUDGET	JULY	2011-2012 BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	2,748,258	4,941,884		4,941,884
Interfund Loan Repayment	6,850,000	0		0
Revenues	18,944,234	18,833,595	388,084	5,257,010
Total Sources	28,542,492	23,775,479	388,084	10,198,894
Interfund Loans	5,350,000	0		0
Expenditures	18,262,703	19,256,668	1,605,028	4,221,437
Ending Cash	4,929,789	4,518,811		5,977,457
Total Uses	28,542,492	23,775,479	1,605,028	10,198,894
STREET FUND				
Beginning Cash	228,568	2,040,582		2,040,582
Interfund Loan	3,550,000	0		0
Revenues	8,568,320	2,347,724	36,185	240,096
Total Sources	12,346,888	4,388,306	36,185	2,280,678
Interfund Loan Repaid	6,150,000	0		0
Expenditures	4,156,306	3,113,790	76,452	425,081
Ending Cash	2,040,582	1,274,516		1,855,597
Total Uses	12,346,888	4,388,306	76,452	2,280,678
ARTERIAL STREET FUND				
Beginning Cash	1,432,272	1,209,197		1,209,197
Interfund Loan	8,300,000	0		0
Revenues	23,393,136	5,556,577	0	0
Total Sources	33,125,408	6,765,774	0	1,209,197
Interfund Loan Repaid	10,500,000	0		0
Expenditures	21,416,211	5,282,641	86,838	892,203
Ending Cash	1,209,197	1,483,133		316,994
Total Uses	33,125,408	6,765,774	86,838	1,209,197
PUBLIC ART FUND				
Beginning Cash	67,378	68,244		68,244
Revenues	130,857	3,979	0	0
Total Sources	198,235	72,223	0	68,244
Expenditures	129,991	1,000	0	0
Ending Cash	68,244	71,223		68,244
Total Uses	198,235	72,223	0	68,244
PARK IMPACT FEE FUND				
Beginning Cash	976,339	1,354,455		1,354,455
Revenues	396,799	440,942	12,143	45,984
Total Sources	1,373,138	1,795,397	12,143	1,400,439
Expenditures	18,683	700,000	0	0
Ending Cash	1,354,455	1,095,397		1,400,439
Total Uses	1,373,138	1,795,397	0	1,400,439
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	146,087	545,655		545,655
Revenues	1,280,266	943,962	40,367	152,869
Total Sources	1,426,353	1,489,617	40,367	698,524
Expenditures	880,698	1,367,532	0	0
Ending Cash	545,655	122,085		698,524
Total Uses	1,426,353	1,489,617	0	698,524
SWAMP CREEK BASIN FUND				
Beginning Cash	0	1,762,640		1,762,640
Revenues	1,762,640	35,619	0	0
Total Sources	1,762,640	1,798,259	0	1,762,640
Expenditures	0	0	0	0
Ending Cash	1,762,640	1,798,259		1,762,640
Total Uses	1,762,640	1,798,259	0	1,762,640

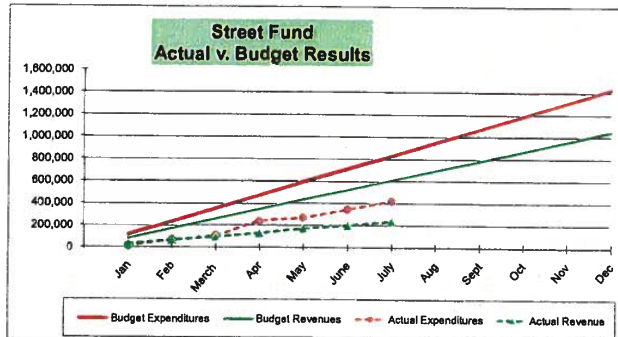
City of Kenmore, Washington
All Funds Cash Summary
July 31, 2011



	2009-2010		2011-2012	
	BIENNIUM	BUDGET	JULY	BIENNIUM TO DATE
MUNICIPAL CAPITAL RESERVE FUND				
Beginning Cash	2,402,043	1,866,318		1,866,318
Interfund Loan Repayment	8,800,000	0		0
Revenues	1,493,254	2,038,341	53,265	324,983
Total Sources	12,695,297	3,904,659	53,265	2,191,301
Interfund Loan	5,500,000	0		0
Expenditures	5,328,980	3,346,018	3,263	97
Ending Cash	1,866,318	558,641		2,191,204
Total Uses	12,695,297	3,904,659	3,263	2,191,301
CAPITAL PROJECTS FUND				
Beginning Cash	12,016,588	60,725		60,725
Revenues	4,693,262	191,078	750	54,558
Total Sources	16,709,850	251,803	750	115,283
Expenditures	16,636,626	190,820	1,362	380,619
Ending Cash	73,223	60,983		(265,336)
Total Uses	16,709,850	251,803	1,362	115,283
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	3,865,039	1,590,280		1,590,280
Revenues	2,824,196	3,128,748	4,901	839,150
Total Sources	6,689,235	4,719,028	4,901	2,429,430
Expenditures	5,098,954	3,726,109	57,908	912,933
Ending Cash	1,590,280	992,919		1,516,497
Total Uses	6,689,235	4,719,028	57,908	2,429,430
STRATEGIC RESERVE FUND				
Beginning Cash	1,057,632	1,264,464		1,264,464
Interfund Loan Repayment	1,000,000	0		0
Revenues	206,832	0	0	0
Total Sources	2,264,464	1,264,464	0	1,264,464
Interfund Loans	1,000,000			0
Expenditures	0	0	0	0
Ending Cash	1,264,464	1,264,464		1,264,464
Total Uses	2,264,464	1,264,464	0	1,264,464
EQUIPMENT REPLACEMENT FUND				
Beginning Cash	510,358	524,310		524,310
Revenues	111,198	161,520	0	37,901
Total Sources	621,556	685,830	0	562,211
Expenditures	97,246	143,497	6,057	10,935
Ending Cash	524,310	542,333		551,276
Total Uses	621,556	685,830	6,057	562,211
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	269,109	278,859		278,859
Revenues	144,107	0	641	33,321
Total Sources	413,216	278,859	641	312,180
Expenditures	134,357	0	675	30,047
Ending Cash	278,859	278,859		282,133
Total Uses	413,216	278,859	675	312,180
TOTALS				
Beginning Cash	25,719,671	17,507,613		17,507,613
Interfund Loan	28,500,000	0	0	0
Revenues	63,949,101	33,682,085	536,336	6,985,872
Total Sources	118,168,772	51,189,698	536,336	24,493,485
Interfund Loan	28,500,000	0	0	0
Expenditures	72,160,756	37,128,075	1,837,583	6,873,352
Ending Cash	17,508,016	14,061,623		17,620,133
Total Uses	118,168,772	51,189,698	1,837,583	24,493,485

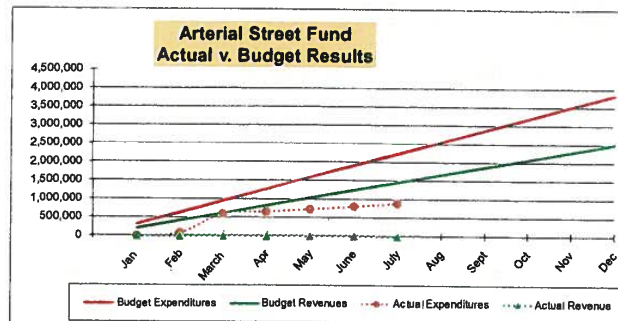
**City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2011**

STREET FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	119,005	18,288	87,562	34,676
Feb	238,011	68,162	175,125	70,210
March	357,016	113,125	262,687	98,562
Apr	476,021	239,310	350,250	133,365
May	595,027	273,622	437,812	173,982
June	714,032	348,629	525,375	203,911
July	833,037	425,081	612,937	240,096
Aug	952,043		700,499	
Sept	1,071,048		788,062	
Oct	1,190,053		875,624	
Nov	1,309,059		963,187	
Dec	1,428,064		1,050,749	
2011-2012	3,113,790		2,347,724	
Total Actual to Date vs Total Budget		14%		10%



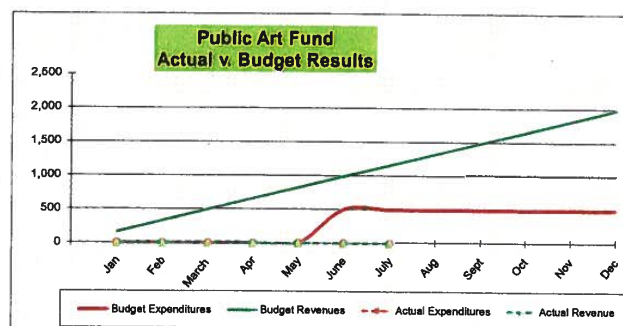
The Street Fund accounts for street maintenance operations, funded by the State's fuel tax and transfers from the General Fund.

ARTERIAL STREET FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	319,542	0	209,710	0
Feb	638,083	87,039	419,419	0
March	958,625	615,104	629,129	0
Apr	1,278,166	662,062	838,838	0
May	1,597,708	728,886	1,048,548	0
June	1,917,250	805,365	1,258,257	0
July	2,236,791	892,203	1,467,967	0
Aug	2,556,333		1,677,676	
Sept	2,875,874		1,887,386	
Oct	3,195,416		2,097,095	
Nov	3,514,957		2,306,805	
Dec	3,834,499		2,516,514	
2011-2012	5,282,641		5,556,577	
Total Actual to Date vs Total Budget		17%		0%



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

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

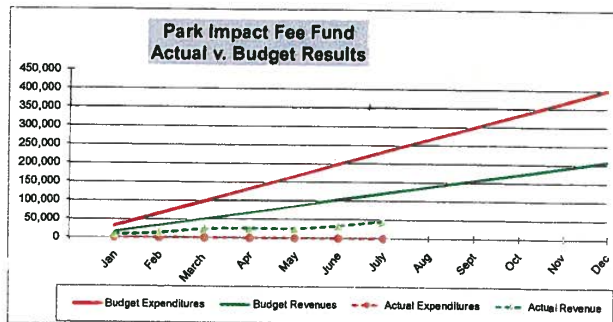


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2011

PARK IMPACT FEE FUND

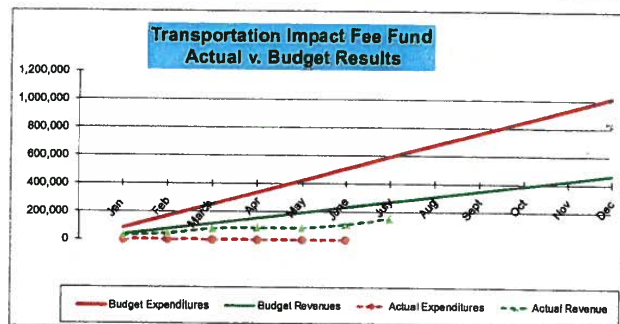
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	33,333	0	17,432	9,652
Feb	66,667	0	34,864	14,478
March	100,000	0	52,296	24,130
Apr	133,333	0	69,728	26,543
May	166,667	0	87,160	26,543
June	200,000	0	104,592	33,841
July	233,333	0	122,023	45,984
Aug	266,667		139,455	
Sept	300,000		156,887	
Oct	333,333		174,319	
Nov	366,667		191,751	
Dec	400,000		209,183	
2011-2012	700,000		440,942	
Total Actual to Date vs Total Budget		0%		10%



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

TRANSPORTATION IMPACT FEE FUND

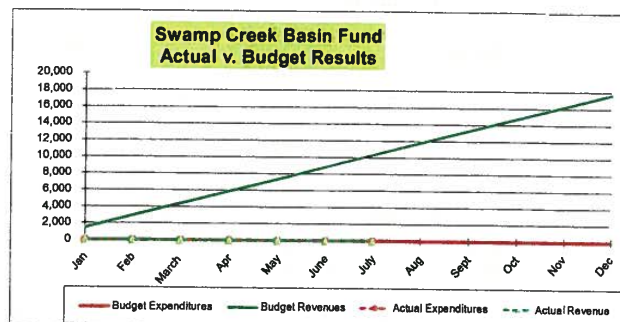
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	84,794	0	39,172	32,089
Feb	169,589	0	78,345	48,133
March	254,383	0	117,517	80,222
Apr	339,177	0	156,689	88,244
May	423,972	0	195,861	88,244
June	508,766	0	235,034	112,502
July	593,560		274,206	152,869
Aug	678,355		313,378	
Sept	763,149		352,550	
Oct	847,943		391,723	
Nov	932,738		430,895	
Dec	1,017,532		470,067	
2011-2012	1,367,532		943,962	
Total Actual to Date vs Total Budget		0%		16%



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

SWAMP CREEK BASIN FUND

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

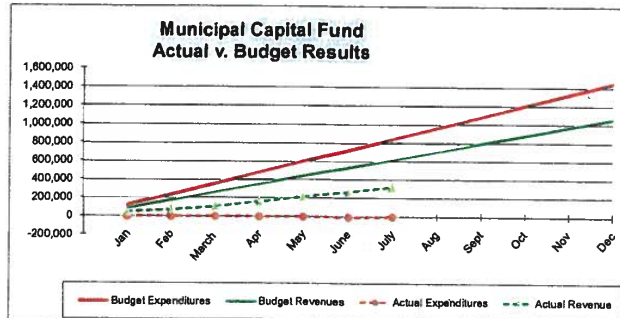


This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2011

MUNICIPAL CAPITAL FUND

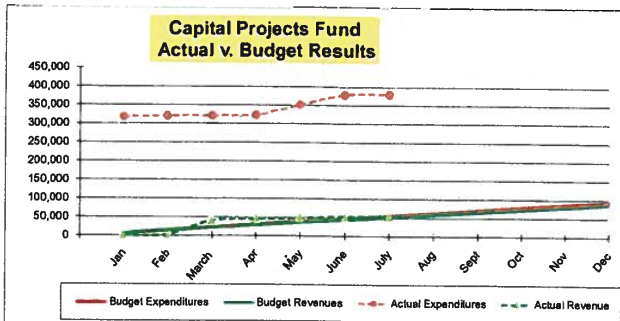
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	120,622	0	88,632	48,679
Feb	241,245	0	177,264	76,105
March	361,867	0	265,896	113,307
Apr	482,489	0	354,527	164,931
May	603,112	0	443,159	218,284
June	723,734	(3,166)	531,791	271,718
July	844,356	97	620,423	324,983
Aug	964,979		709,055	
Sept	1,085,601		797,687	
Oct	1,206,223		886,318	
Nov	1,326,846		974,950	
Dec	1,447,468		1,063,582	
2011-2012	3,346,018		2,038,341	
Total Actual to Date vs Total Budget		0%		16%



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

CAPITAL PROJECTS FUND

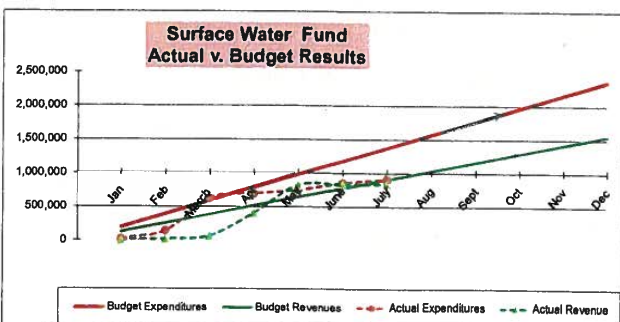
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	7,951	319,303	7,401	2,738
Feb	15,902	321,118	14,802	4,264
March	23,853	322,887	22,203	42,431
Apr	31,803	325,215	29,604	47,157
May	39,754	352,611	37,005	49,144
June	47,705	379,257	44,407	53,808
July	55,656	380,619	51,808	54,558
Aug	63,607		59,209	
Sept	71,558		66,610	
Oct	79,508		74,011	
Nov	87,459		81,412	
Dec	95,410		88,813	
2011-2012	190,819		191,078	
Total Actual to Date vs Total Budget		199%		29%



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

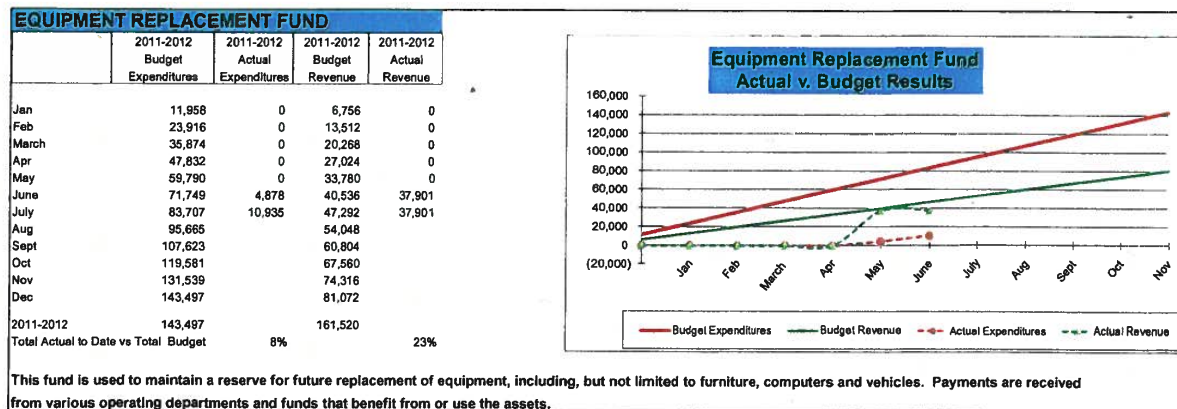
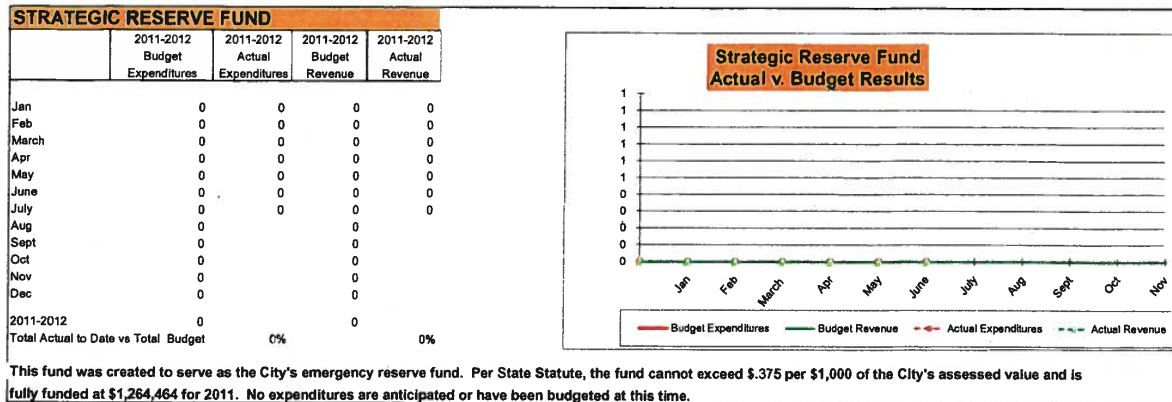
SURFACE WATER MANAGEMENT FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
Jan	197,009	21,232	129,837	3,070
Feb	394,019	144,148	258,673	23,504
March	591,028	623,844	389,510	69,576
Apr	788,037	699,033	519,346	411,501
May	985,047	752,925	649,183	826,893
June	1,182,056	855,025	779,019	834,249
July	1,379,065	912,933	908,856	839,150
Aug	1,576,075		1,036,692	
Sept	1,773,084		1,168,529	
Oct	1,970,093		1,298,365	
Nov	2,167,103		1,428,202	
Dec	2,364,112		1,558,038	
2011-2012	3,726,109		3,128,748	
Total Actual to Date vs Total Budget		25%		27%



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

**City of Kenmore, Washington
Other Funds Monthly Activity
July 31, 2011**



City of Kenmore, Washington
Cash and Investment Report
July 31, 2011



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$7,194,745	\$388,084	\$1,605,028	\$5,977,801
Street	1,895,863	36,185	76,452	1,855,596
Arterial Street	403,833	0	86,838	316,995
Public Art	68,245	0	0	68,245
Park Impact Fee	1,388,298	12,143	0	1,400,441
Transp Impact Fee	658,157	40,368	0	698,525
Swamp Creek Basin	1,762,640	0	0	1,762,640
Municipal Capital	2,141,200	53,265	3,263	2,191,202
Capital Projects	(264,726)	749	1,362	-265,339
Capital Projects-Retainage	0	0	0	0
Surface Water Mgt.	1,569,504	4,902	57,908	1,516,498
Strategic Reserve	1,264,465	0	0	1,264,465
Equipment Replacement	557,334	0	6,059	551,275
Trust & Agency	282,164	641	675	282,130
Totals	\$18,921,722	\$536,337	\$1,837,585	\$17,620,474

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$1,215,152	\$4,762,282	\$5,977,434
Street	1,005,596	850,000	1,855,596
Arterial Street	316,995	0	316,995
Public Art	53,245	15,000	68,245
Park Impact Fee	470,441	930,000	1,400,441
Transp Impact Fee	668,525	30,000	698,525
Swamp Creek Basin	362,640	1,400,000	1,762,640
Municipal Capital	2,191,202	0	2,191,202
Capital Projects	(715,339)	450,000	-265,339
Surface Water Mgt.	1,006,498	510,000	1,516,498
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	101,275	450,000	551,275
Trust & Agency	182,130	100,000	282,130
Totals	\$7,272,825	\$10,347,282	\$17,620,107

City of Kenmore, Washington
Schedule of Investments
July 31, 2011



		Average Yield to Maturity-Securities				Overall Average Yield			0.44%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	313371PC4	FHLB	12/12/2014	6/7/2011	0.88%	1.13%	no call	991,238.90	11,201.00
	3134G14C5	FHLMC	3/7/2013	3/7/2011	1.00%	1.00%	3/7/2012	1,000,000.00	10,000.00
Total Piper Jaffrey Purchases								1,991,238.90	10,000.00
Time Value Investments									
	313588QR3	FNMA	7/5/2014	6/7/2011	1.00%	1.00%	no call	998,858.37	9,988.58
	31398A6K3	FNMA	11/29/2013	3/1/2011	0.80%	0.80%	11/29/2011	989,229.77	7,913.84
	3134G1K80	FHLMC	12/28/2015	12/28/2010	2.05%	2.05%	12/28/2011	1,000,000.00	20,500.00
	31398A4N9	FNMA	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90
Total TVI Purchases								3,988,078.14	38,413.74
Wells Fargo Bank									
	313374CY4	FHLB	12/30/2014	6/30/2011	.75-3.0	0.75%	3/30/2012	1,000,000.00	7,500.00
	3134G14G6	FHLMC	2/25/2013	2/25/2011	1.00%	1.00%	8/25/2011	1,000,000.00	10,000.00
Total Wells Fargo Purchases								2,000,000.00	17,500.00
Banner Bank CD's									
	5740005425	CD	2/6/2012	2/6/2011	0.80%	0.80%		1,132,694.88	9,061.56
Total Banner Bank CD's								1,132,694.88	9,061.56
Sound Community Bank CD's									
	18299229	CD	8/11/2012	2/11/2011	0.55%	0.55%		1,000,000.00	5,500.00
Total Sound Community Bank CD's								1,000,000.00	5,500.00
Opus Bank CD's									
	280128104	CD	3/15/2012	3/16/2011	0.89%	0.89%		90,000.00	801.00
	280131082	CD	3/9/2012	3/10/2011	0.65%	0.65%		150,000.00	975.00
Total Cascade Bank CD's								240,000.00	1,776.00
TOTAL ALL SECURITIES								\$ 10,352,011.92	\$ 64,751.30
					Banner Checking and Savings		0.25% Banner	\$2,035,921.23	5,089.80
					Opus Bank		0.25%	11,050.99	27.63
					Cash			1,005.00	-
					Local Government Investment Pool		0.15% LGIP	\$5,224,848	7,837.27
					Total Accounts			\$ 17,624,836.89	77,706.00

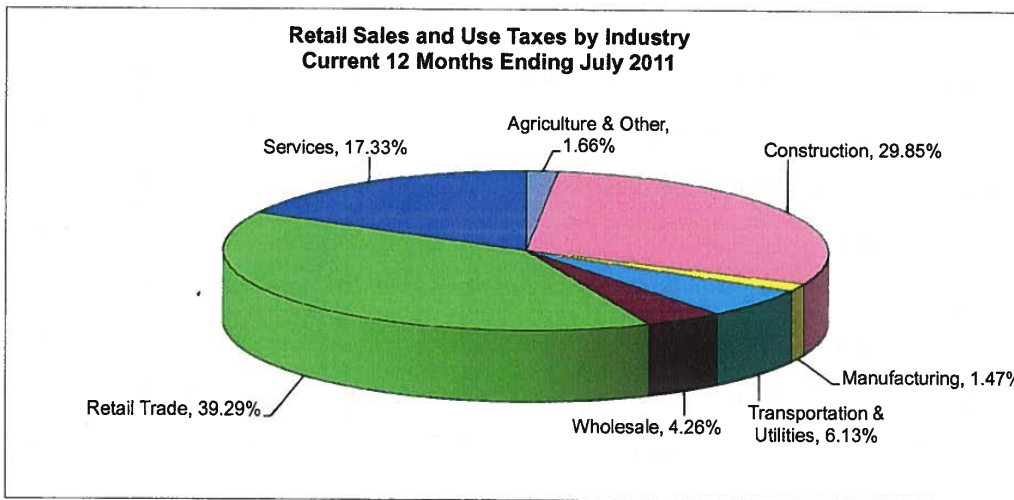
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 July 2011

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	2,455.11	11.16	2,466.27	1.8%
CONSTRUCTION	37,375.83	72.49	37,448.32	26.9%
MANUFACTURING	2,719.15	4.88	2,724.04	2.0%
TRANSPORTATION & UTILITIES	9,525.03	938.17	10,463.19	7.5%
WHOLESALE	6,616.21	116.27	6,732.48	4.8%
RETAIL TRADE	56,810.29	559.71	57,370.00	41.2%
SERVICES	19,095.53	627.45	19,722.98	14.2%
PUBLIC SERVICES	86.32	2,340.27	2,426.58	1.7%
	134,683.47	4,670.39	139,353.86	100.0%

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
July 31, 2011



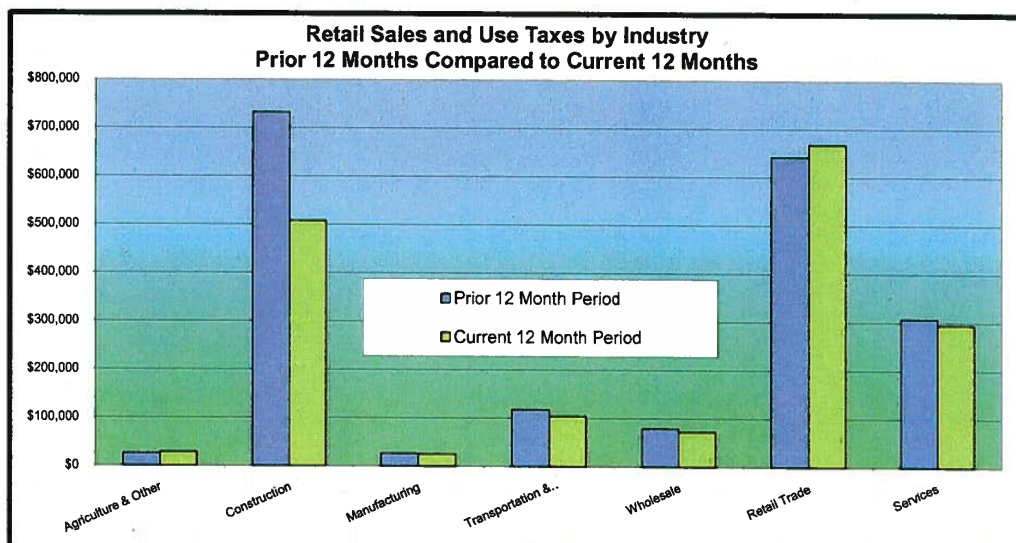
Industry	Prior 12 Months ending July 2010	Current 12 Months ending July 2011	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$25,700	\$28,180	9.65%	1.66%
Construction	731,816	507,211 *	-30.69%	29.85%
Manufacturing (Printing, Publishing, Other Manuf.)	25,727	25,040	-2.67%	1.47%
Transp/Comm/Utilities (Telecomm., Air Transport.)	117,022	104,141	-11.01%	6.13%
Wholesale (Lumber, Other Wholesale)	78,562	72,408	-7.83%	4.26%
Retail Trade (Eating, Merchandise, Food Stores)	641,633	667,487	4.03%	39.29%
Services (Auction, Recreation, Auto Repair, Financial)	307,015	294,493	-4.08%	17.33%
Totals	\$1,927,475	\$1,698,960	-11.86%	100%
Increase/(Decrease)		(\$228,515)	-11.86%	



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

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

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



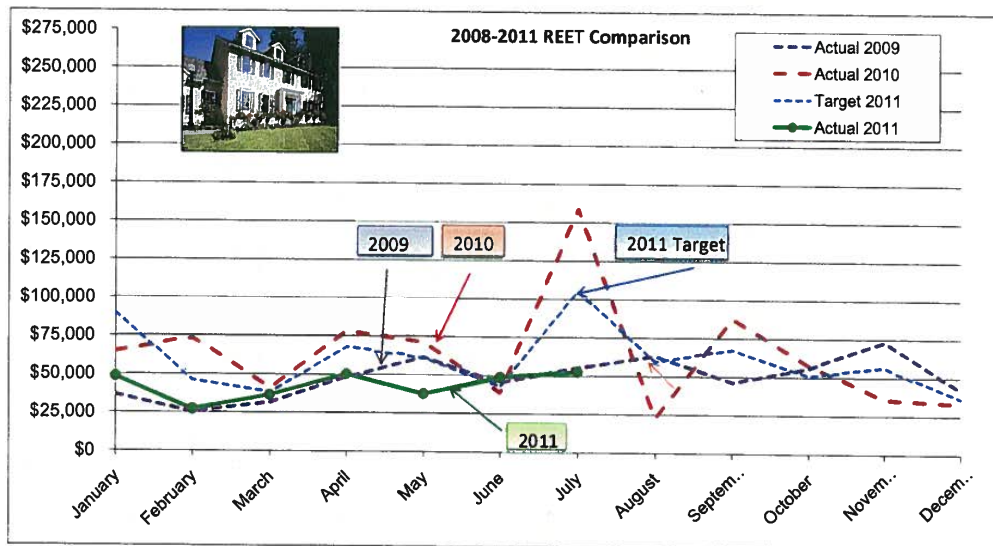
City of Kenmore, Washington
Real Estate Excise Tax Report
July 31, 2011



Real Estate Excise Taxes (REET) 2008 - 2011 Monthly Receipts					
	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Target 2011
January	167,796	36,640	64,792	48,679	89,743
February	39,354	25,466	73,383	27,294	46,068
March	42,409	31,468	41,445	36,507	38,441
April	75,958	48,355	78,233	50,463	67,515
May	50,369	61,743	71,622	37,671	61,245
June	45,084	45,639	38,919	48,938	43,214
July	102,721	55,328	158,221	53,012	105,423
August	93,364	63,161	23,033		59,853
September	68,457	46,508	87,734		67,566
October	39,607	55,905	57,761		51,091
November	60,295	72,456	35,585		56,112
December	34,608	41,723	32,962		36,431
	\$820,021	\$584,392	\$763,689	\$302,564	\$722,701

For 2011, Taxes are \$224,051 less than the same period last year and below the 2011 target by \$149,085

Real Estate Excise Taxes (REET)								
2008 - 2011 Property Sales > \$500,000								
(The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)								
	Taxes from > \$500,000 Sale Amounts							
	2008	2009	2010	2011	2008	2009	2010	2011
January	28,479,285	3,809,950	3,790,500	1,046,085	140,972	18,859	18,763	5,178
February	4,994,900	2,819,838	4,805,000	547,257	24,725	13,958	23,785	2,709
March	6,016,500	2,923,000	1,149,000	1,100,000	29,782	14,469	5,688	5,445
April	9,089,830	3,942,750	1,779,000	1,075,000	44,995	19,517	8,806	5,321
May	4,285,470	7,254,950	1,859,000	2,372,000	21,213	35,912	9,202	11,741
June	5,868,926	560,000	540,000	2,605,000	29,051	2,772	2,673	12,895
July	15,533,779	3,739,900	18,013,000	3,354,950	76,892	18,513	89,164	16,607
August	12,492,130	3,857,600	1,020,000		61,836	19,095	5,049	
September	6,504,602	2,275,000	11,276,760		32,198	11,261	55,820	
October	3,397,877	5,949,213	610,000		16,819	29,449	3,020	
November	5,851,865	6,393,000	1,020,000		28,967	31,645	5,049	
December	619,950	1,855,348	2,178,000		3,069	9,184	10,781	
	\$103,135,114	\$45,380,549	\$48,040,260	\$12,100,292	\$510,519	\$224,634	237,800	59,896



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

**City of Kenmore, Washington
Monthly Report for Kenmore Village
July 31, 2011**



Revenues

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

Total Revenues

July Activity	Biennium-to- Date	Biennium Budget
\$0	\$ 13,354	\$ 88,266
0	3,257	0
750	3,750	0
0	19,672	0
0	2,025	0
<u>750</u>	<u>42,058</u>	<u>88,266</u>

Expenditures

6700 Building Improvements
Utilities and Insurance - Kenmore Village

Total Expenditures

Net Income (Loss)

1,362	9,398	40,820
0	50,589	0
<u>1,362</u>	<u>59,987</u>	<u>40,820</u>
<u>\$ (612)</u>	<u>\$ (17,929)</u>	<u>\$ 47,446</u>

City of Kenmore, Washington
SR 522 Phase I Revenue and Expenditure History
as of July 31, 2011

Phase I		**Actuals Received on Cash Basis**					
Stage 3 Burke Gilman Trail @73rd Ave NE-nearing completion							
Stage 1 SR 522 Central Segment 65th to 73rd and other improvements, in construction							
Stage 2 SR 522 West Segment 57th to 65th and other improvements, pending funding							
		Cumulative through 2008	2009	2010	July 2011	Year to Date 2011	Life to Date
Revenues:							
Secured:							
Wa State Transportation Improve. Board:							
to Street Fund	5,047,000	851,786	0	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	1,501,692	0	0	4,195,214
Wa State Gas Tax	4,663,620	3,119,047	1,765,416	0	0	0	4,884,463
Federal Surface Transportation Prog	12,045,444	1,708,895	8,535,460	1,781,817	0	0	12,026,172
Brightwater	15,000	15,000	0	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	357,914	0	0	546,862	0	0	546,862
King County Parks	906,500	514,616	201,467	0	0	0	716,083
King County Roads	350,000	350,000	0	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	0	80,559
Puget Sound Energy Reimb	264,100	0	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	0	88,620
Urban Partners	75,000	0	25,000	54,438	0	0	79,438
Fire District Reim	49,000	0	0	0	0	0	0
City Art Fund	126,486	0	0	0	0	0	0
City Funds:	5,607,250	0	0	0	0	0	0
Transfer from REET Muni Cap		1,083,250	0	3,290,000	0	0	4,373,250
Transfer from Street Fund		0	0	521,870	0	0	521,870
Stage 1/181st		0	334,000	0	0	0	334,000
Stage 2 Transfer from REET Muni Cap	700,000	0	700,000	0	0	0	700,000
Transfer from Trans Impact Fees		900,000	0	0	0	0	900,000
Total Revenues	30,840,772	8,859,987	14,106,651	7,696,679	0	0	30,663,317
Expenditures:							
Street Fund		15,148,961	1,090	0	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0	0
1% Art Fund		0	0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	2,874,519	2,226	76,092	14,912,784
Stage 2 Design			483,830	435,358	1,221	5,282	924,470
Muni Cap Fund		46,782	0	0	0	0	46,782
Total Expenditures		15,449,603	12,193,233	3,309,877	3,447	146,424	31,034,088

City of Kenmore, Washington
SR 522 Phase II Revenue and Expenditure History
as of July 31, 2011

Phase II

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

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

Revenues:

	Secured:	<u>Cumulative through 2008</u>	<u>2009</u>	<u>2010</u>	<u>July 2011</u>	<u>Year to Date 2011</u>	<u>Life to Date</u>
Wa State Transportation Improve. Board:	3,450,000	3,145,975	131,526	172,500	0	0	3,450,000
Sound Transit	8,192,307	8,192,307	0	0	0	0	8,192,307
Brightwater	250,000	0	0	0	0	0	0
Federal Grant via WSDOT	697,312	578,381	91,120	0	0	0	669,501
Federal: WSDOT Signal/Overlay	683,608	185,272	498,322	0	0	0	683,594
Regional Mobility WSDOT	1,800,000	1,441,827	358,173	0	0	0	1,800,000
King County Metro	400,000	0	0	400,000	0	0	400,000
Wa State Gas Tax Grant	8,338,380	4,636,717	2,951,182	439,620	0	0	8,027,519
Comcast Reimb	147,770	92,680	0	55,090	0	0	147,770
Northshore Utility District Reimb	1,621,486	1,024,376	441,836	0	0	0	1,466,212
Northshore School District Reimb	28,914	0	0	0	0	0	0
PSE Reimbursement	150,000	0	0	0	0	0	0
City: Art Fund	161,006	0	0	0	0	0	0
City:	2,870,793	0	0	0	0	0	0
Investment Earnings		92,191	15,331	2,532	0	0	110,054
Fuel Tax		274,153	0	0	0	0	274,153
Transfer of Trans Impact Fees		512,000	430,698	450,000	0	0	1,392,698
Transfer from Street Fund		0	0	1,000,000	0	0	1,000,000
Transfer of REET		1,096,420	0	0	0	0	1,096,420
Total Revenues	28,789,576	21,272,299	4,918,188	2,519,742	0	0	28,710,229

Expenditures:

Arterial Street	22,497,211	4,671,626	1,068,152	41,634	593,169	28,830,158
Interfund Loan Interest	127,175	0	0	0	0	127,175
Art 1%	0	0	0	0	0	0
Transportation Impact Fee Fund	100,000	0	0	0	0	100,000
Total Expenditures	22,724,386	4,671,626	1,068,152	41,634	593,169	29,057,333

City of Kenmore, Washington Proclamation

WHEREAS, behavioral health is an essential part of health and one's overall wellness, and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders; and

WHEREAS, all people have the fundamental and inherent value to be accepted and treated with respect, human dignity, and worth; and

WHEREAS, individuals should have access to fully participate in community life, including economic advancement and prosperity; fair and decent housing; quality education; positive opportunities to benefit from and contribute to material, cultural, and social progress; and

WHEREAS, it is critical to educate our policymakers, friends and family members, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition; and

WHEREAS, all Americans have the opportunity to access provisions within the Affordable Care Act and Mental Health Parity and Addictions Equity Act (MHPAEA), aimed to improve physical and emotional health while ensuring people will receive the care they need at a more reasonable cost; and

WHEREAS, substance use and mental disorders are serious public health problems. In 2009, 4.3 million people received treatment for a substance use disorder and 30.2 million people for a mental health problem (***2009 National Survey on Drug Use and Health***), and we must continue to reach the millions more who need help; and

WHEREAS, to help more people achieve long-term recovery, and learn how recovery positively benefits the Nation's overall well-being, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the **City of Kenmore, Washington** invite all residents of **Kenmore** to participate in ***National Recovery Month: Prevention Works, Treatment is Effective, People Recover (Recovery Month)***; and

NOW, THEREFORE I, David Baker, Mayor of the City of Kenmore in the State of Washington, on behalf of the City Council, do hereby proclaim the month of September, 2011, as:

***National Recovery Month:
Prevention Works, Treatment is Effective, People Recover***

IN WITNESS WHEREOF, signed this 12th day of September, 2011.

Signed _____
David Baker, Mayor

Attested _____
Lynn Suskin, City Clerk

City of Kenmore, Washington

PROCLAMATION

WHEREAS, The City of Kenmore supports the Safe Routes to School program, a Federal-Aid program of the U.S. Department of Transportation's Federal Highway Administration (FHWA); and

WHEREAS, Safe Routes to School is a national movement to increase the number of students walking and biking to school safely; and

WHEREAS, In 2005 the Governor and Washington State Legislature made a 16-year commitment to this program by providing State funding. SAFETEA-LU, the federal transportation act, reinforces Washington's Law by providing funding for states to address safe walking and biking to and from school; and

WHEREAS, The State of Washington's Safe Routes to School program provides technical assistance and resources to cities, counties, schools, school districts, and state agencies for improvements that get more children walking and bicycling to school safely, reduce congestion around schools, and improve air quality; and

WHEREAS, The City of Kenmore supports the goals of the Safe Routes to School program by installing amber lights and signage in school zones, enforcing speed limit in school zones, and installing crosswalks and sidewalks; and

WHEREAS, Childhood obesity has reached epidemic proportions due in part to increasingly inactive lifestyles; an estimated 25 percent of morning traffic is parents driving their children to school; and making streets more pedestrian-friendly is an ongoing challenge and priority; and

WHEREAS, The Safe Routes to School program enables and encourages children to walk and bicycle to school; to make walking and bicycling to school safe and more appealing; and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

NOW, THEREFORE I, David Baker, Mayor of the City of Kenmore in the State of Washington, on behalf of the City Council, do hereby support the Safe Routes to School Program.

IN WITNESS WHEREOF, signed this 12th day of September, 2011.

Signed _____
David Baker, Mayor

Attest _____
Lynn Suskin, City Clerk

**FOR ITEM IX. A., “Public Hearing to Receive Public Testimony
Related to Considering Adoption of an Ordinance Authorizing
the Commencement of Legal Proceedings to Acquire, by
Condemnation, Fee Simple Title and Other Property Rights in
Certain Properties Located at 18018 and 18021 6ths Avenue NE
and 6113 NE 182nd Street, Kenmore, Washington”**
PLEASE SEE AGENDA BILL AND ATTACHMENTS FOR ITEM X. A.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Adopt Ordinance No 11-0324 authorizing by condemnation or negotiation of real property interests necessary for the 61st Avenue NE & NE 181st Street Traffic Signal Project			September 12, 2011
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen 	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Right of Way Activities</u> Staff Cost: Preparing agenda bill: 6 hours Administering right of way acquisition: 40 hours <u>Contract Services:</u> Design/Legal Description: \$ 27,200 Appraisals: \$ 37,400 Negotiations: \$ 39,900 Compensation: \$204,800 Total \$309,300		ACCOUNT NUMBER: 09 00 7097 61 st Ave/NE 181 st Signal	
AMOUNT BUDGETED: <u>Right of Way Budget:</u> \$1,105,000 <u>Overall Project Budget:</u> Project Budget: \$2,771,900 Expended Budget as of July 22: \$ 131,354 Obligated ¹ Budget as of July 31: \$ 226,815 Remaining Budget ² as of July 31: \$2,435,085 Estimated Remaining Expenditures \$1,639,385 (Over) / Under Budget ³ : \$ 795,700 ¹ Obligated includes funds spent and obligated through signed agreements. ² Remaining Budget is the total budget less the obligated amount. ³ See explanation in Summary Statement		NAME AND FUND #: Arterial Street Fund No. 09	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Exhibit A - Ordinance No 11-0324 Exhibit B - Right of Way Graphic Exhibit C - Example Notification Letter Exhibit D - June 27, 2011 Agenda Bill Exhibit E - September 27,2010 Agenda Bill			

S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\Agenda Bill - Condemnation Ord..doc

SUMMARY STATEMENT:

The City has initiated right of way activities on the 61st Avenue NE and NE 181st Street traffic signal project. Appraisals have been completed and formal offer letters have been submitted to all property owners. Each property owner has been contacted multiple times and negotiations are proceeding on an amicable basis on all. However in order to meet our schedule of starting construction early next year we may need to proceed with condemnation on one or more properties. The condemnation ordinance, see Exhibit A, authorizes the City Manager to pursue condemnation if negotiations are at an impasse.

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

DISCUSSION:

The 61st Avenue NE and NE 181st Street traffic signal project will be acquiring street right of way from 4 parcels, see Exhibit B, at an estimated cost of \$309,300. Parcel acquisitions areas and locations have been identified based on design drawings and are included in a right of way map. Appraisals are completed and the acquisition will include the following real property rights: fee simple, right of way easement, permanent utility easements, and temporary construction easements. The right of way process for this project must comply with State and Federal regulations. The process is as follows:

- Preparation of a right of way plan based on design plans.
- Preparation of either appraisals or administrative offer worksheets in lieu of an appraisal, based on market research. Administrative offer worksheets are completed when the value of the acquisition, during the project funding estimate phase, is anticipated to be less than \$25,000. This is typically the case for very small acquisitions or easements. If the property owner requests a full appraisal, then one will be prepared.
- An independent review appraiser reviews the appraisals. The reviewer will either agree or recommend a revised amount. Based on the reviewer's recommendation, the City approves the amount of just compensation to the property owner.
- Offers to property owners are made in person. All offers are explained in detail including the legal instruments that need to be signed. The initial offer is followed by several additional contacts to resolve issues and answer questions. We will make every reasonable effort to negotiate settlement of the acquisition.
- Upon settlement, the City will reimburse property owner's expenses for evaluating offers, up to \$750 upon submission of a bill or paid receipt.
- During negotiations, and if necessary, we will ask for voluntary possession and use of property to be acquired for the project. This will allow the City to construct the project while we continue to discuss the value of the real property rights needed.
- If we are unable to reach a settlement then the City will file a condemnation action in King County Superior Court. The proposed condemnation ordinance will give the City Manager the authority to file the condemnation action.
- Prior to trial we will once again request a possession and use agreement. The condemnation process will be in two parts, first a court hearing of "Use and Necessity" and secondly a court trial to determine the value of the property acquisition.
- Once the court case is resolved or if the property owner signs the agreements closing and escrow

S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\Agenda Bill - Condemnation Ord..doc

will proceed and the City will deposit a check for the agreed upon amount.

- Prior to construction, the Washington State Department of Transportation will review right of way property acquisition files and certify the process. The Department of Transportation certification is required before bid advertising.

During the negotiations we will make every reasonable effort to reach agreement on acquisition. The right of way consultants understand Federal and State acquisition requirements and the need to provide property owners with the time to consider offers and ask questions. They are available on short notice and prepared to answer questions. If issues arise the project designers are also available to discuss modifications or explain design decisions. We will also share appraisal information with property owners upon request. However there are times when negotiations reach an impasse and condemnation is necessary.

We are recommending the City Council authorize the City manager to file a condemnation action if acquisition negotiations reach an impasse. Authorizing condemnation now avoids delays to the project and demonstrates the City's intent to acquire land and proceed with the project. Without the condemnation ordinance at this time we would wait until the impasse and then schedule consideration of an ordinance. This process would interject several months into the project schedule and delay the bid advertising date. In addition the ordinance would likely be repeated several times for each parcel as negotiations reach an impasse adding expense to the project and consuming Council agenda time.

As part of the legal requirements each property owner was sent a letter, see Exhibit C, advising them of the City Council's consideration of the condemnation ordinance. These letters were sent two weeks prior to the hearing date certified mail. Additionally each property owner or their representatives were verbally advised of the condemnation process and the hearing.

During the City Council discussion authorizing the project in September 2010, the City Council decided to pursue the additional right-of-way needed for the SR522 Phase I, Stage 2 project (Jack in the Box, Uplake Town Center, and Burke-Gilman Trail). The right-of-way budget for those 3 parcels and the 4 required for the 61st Avenue NE and NE 181st Street Signal Project totaled \$1,105,000 of which \$795,700 was allocated for the 3 Stage 2 parcels. Since then the City was awarded a \$2.5 million Federal Surface Transportation grant for acquisition of Stage 2 right of way. If we were to proceed with acquisition on these parcels, make an offer or authorize condemnation the acquisition costs would not be eligible for Federal grant reimbursements. Therefore the acquisition process for these 3 parcels has been placed on hold until an agreement for the Federal grant can be executed sometime in late September. This will reduce the signal project budget by \$795,700.

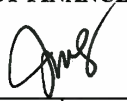
As a footnote, the \$2.5 million grant requires a match amount \$337,500 saving the City \$458,200 while allowing the acquisition of all right of way for the Stage2 project.

Since the last time the City Council reviewed the right of way acquisition requirements there have been some changes:

- The parcel on the northeast corner of the intersection is a condominium. In order to acquire fee title for the right of way all condominium owners would be required to authorize acquisition. However the Home Owners Association has the authority to grant easements. We are therefore requesting a right of way easement rather than fee title which will reduce the acquisition time and project costs.
- Based on discussions with the owner of the parcel on the southwest corner of the intersection the acquisition requirements have been reduced to reduce the impacts on their business and existing improvements. This will also reduce the project costs.

With respect to the overall project, the City issued a SEPA determination of non-significance (DNS) on August

S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\Agenda Bill - Condemnation Ord..doc

24, 2011.		
RECOMMENDATION: City staff recommends the adoption of Ordinance 11-0324 authorizing the acquisition by negotiation or condemnation of real property interests needed for the 61 st Ave NE and NE 181 st Street traffic signal project.		
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008 - Agenda title: Consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right of way Acquisition for SR 522 Phase I Stage 2. City Council action on September 27, 2010 selecting an alternative authorizing the design and right of way acquisition for the 61 st Avenue and NE 181 st signal project. City Council action on June 27, 2011 selecting an alternative authorizing the design and right of way acquisition for the 61 st Avenue and NE 181 st signal project.		
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Adopt Ordinance No 11-0324 authorizing by condemnation or negotiation of real property interests necessary for the 61 st Avenue NE & NE 181 st Street Traffic Signal Project		
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: August 24, 2011	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\Agenda Bill - Condemnation Ord..doc

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XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

Ordinance No 11-0324 **Exhibit A**

XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 11-0324**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, AUTHORIZING THE ACQUISITION BY
NEGOTIATION OR CONDEMNATION OF REAL
PROPERTY INTERESTS NECESSARY FOR THE 61ST
AVENUE NE AND NE 181ST STREET TRAFFIC SIGNAL
PROJECT.**

WHEREAS, the City of Kenmore (the "City") intends to construct a traffic signal to include widening approaches on 61st Avenue NE to accommodate opposing left-turn lanes, new sidewalks and upgraded street lighting (collectively, the "Project"); and

WHEREAS, the City issued a SEPA determination of non-significance (DNS) on August 24, 2011, which threshold determinations are final; and

WHEREAS, in order to carry out the Project, the City must obtain additional rights-of-way, permanent easements, and temporary construction easements in real property located along or near 61st Avenue NE; and

WHEREAS, the City is the lead agency for the Project, and is responsible for obtaining all necessary rights-of-way, and permanent and temporary easements, in real property affected by the Project; and

WHEREAS, pursuant to State and Federal policies and regulations, the City is seeking to acquire certain real property rights and interests necessary for the Project, including rights-of-way and easements, through negotiations with owners of property along and near 61st Avenue NE, and the City is also providing relocation assistance to legal occupants of land whose businesses or personal property are displaced as a result of the Project, if any; and

WHEREAS, City staff and consultants have reviewed and analyzed alternatives for the Project, and have recommended that the City acquire: rights-of-way in portions of the real property identified as King County Tax Parcel Nos. 1126049079 and 1126049033; a permanent easement for roadway purposes and appurtenance thereto in portions of the real property identified as King County Tax Parcel No. 1726000000; permanent easements for purposes of utilities and related appurtenances or for purposes of grading, cuts and fills for roads and related appurtenances in portions of the real property identified as King County Tax Parcel No. 1126049033; and temporary construction easements in portions of the real property identified as King County Tax Parcel Nos. 1126049079, 1126049033 and 1726000000; and

WHEREAS, in order to construct the Project, it is necessary for the City to acquire,

S:\0159 61st Ave NE and NE 181st St Traffic Signal\Right of Way\Condemnation Ordinance 61st St and 181st Traffic Signal Project.DOC

condemn, appropriate, take and damage portions of and interests in said real property, in the form of rights-of-way, as legally described and depicted in **Exhibit A** attached hereto and incorporated by this reference; a permanent easement for roadway purposes and appurtenances thereto, and permanent easements for purposes of utilities and related appurtenances or for purposes of grading, cuts and fills for roads and related appurtenances, as legally described and depicted in **Exhibit B** attached hereto and incorporated by this reference; and temporary construction easements, as legally described and depicted in **Exhibit C** attached hereto and incorporated by this reference; and

WHEREAS, if the City is unable to acquire the necessary rights-of-way and easements in a timely manner, the City will be required to file a petition in eminent domain (condemnation petition) in order to meet construction deadlines for the Project; and

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

WHEREAS, the City has complied with the notice requirements set forth in RCW 8.25.290 by certified mail notice to the owners of the properties referenced herein of the planned final action of the adoption of this Ordinance by the City Council at the regular Council meeting scheduled for September 12, 2011, and published notice of such planned final action in the legal newspaper with the largest circulation in the City where such real property is located, and in the City's legal newspaper, if different;

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

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

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

Section 3. Source of Funds. The cost and expense of acquiring the Property Interests shall be paid for from multiple funding sources, including City funds.

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

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.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF _____, 2011.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Lynn Batchelor, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk: _____, 2011
Passed by the City Council: _____, 2011
Ordinance No. 11-_____
Date of Publication: _____, 2011
Effective Date: _____, 2011

Exhibits A

KC PARCEL 112604-9079
SR 522 PROJECT PARCEL 74
RIGHT OF WAY ACQUISITION

EXHIBIT A

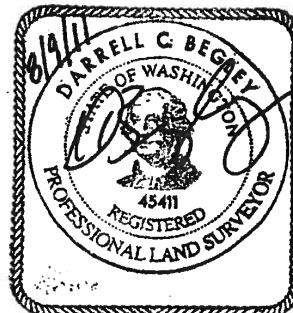
A PORTION OF LAND FOR RIGHT OF WAY PURPOSES AND APPURTENANCES THERETO, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

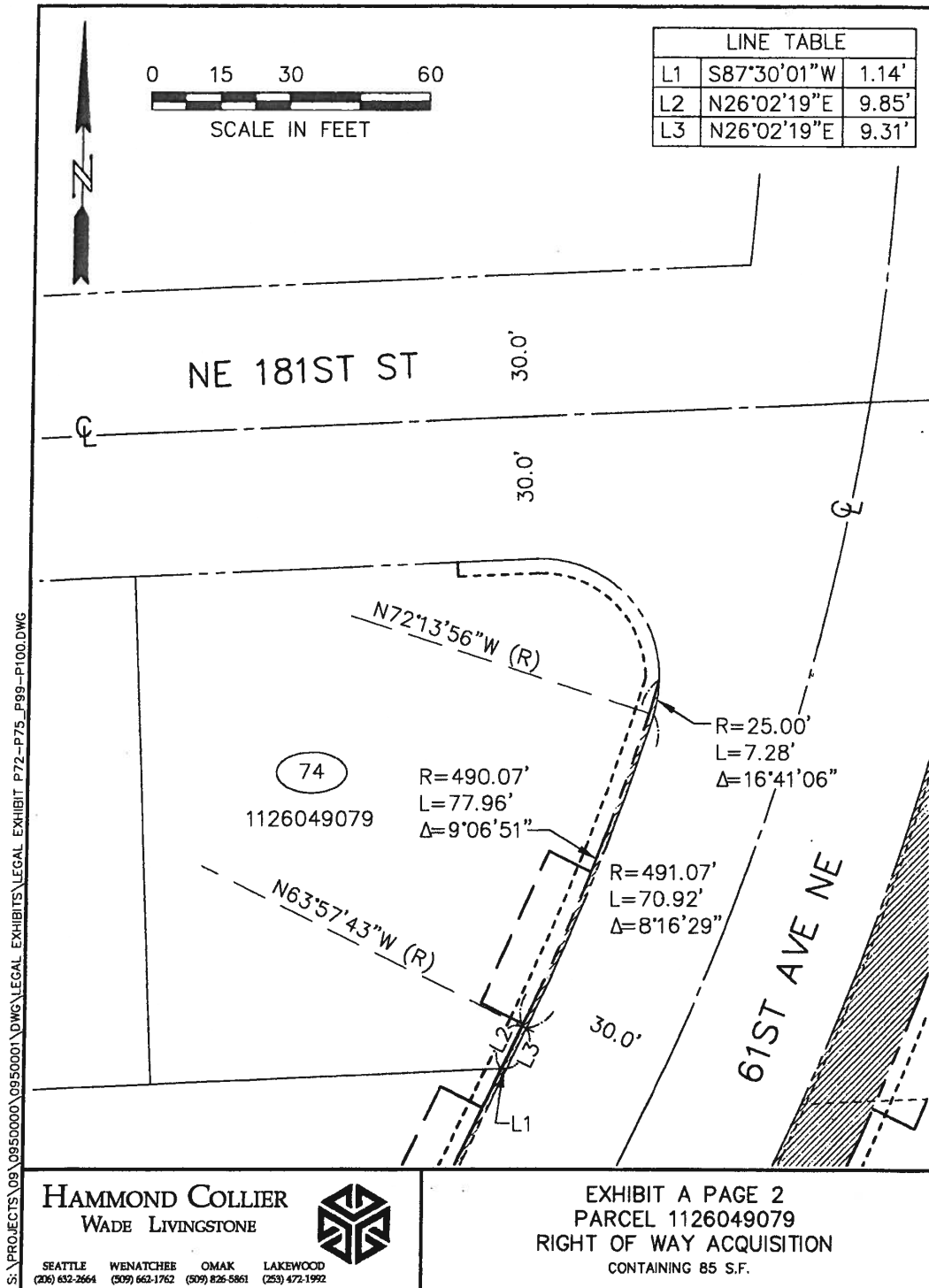
BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, SOUTH $02^{\circ} 41' 16''$ WEST 1,494.25 FEET TO THE NORTHERLY MARGIN OF LAKE FOREST PARK-BOTHELL STATE HIGHWAY; THENCE ALONG SAID NORTHERLY MARGIN SOUTH $87^{\circ} 14' 47''$ WEST 503.41 FEET TO WESTERLY MARGIN OF COUNTY ROAD; THENCE ALONG SAID WESTERLY MARGIN OF COUNTY ROAD, NORTH $25^{\circ} 47' 47''$ EAST 170.76 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ASA T. SANDERLIN BY DEED RECORDED UNDER RECORDING NUMBER 3078967, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY MARGIN OF COUNTY ROAD NORTH $25^{\circ} 47' 47''$ EAST 9.14 FEET; THENCE CONTINUING ALONG SAID WESTERLY MARGIN OF COUNTY ROAD ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 491.07 FEET, A DISTANCE OF 106.69 FEET TO THE SOUTHERLY MARGIN OF EAST 181ST STREET; THENCE ALONG SAID SOUTHERLY MARGIN OF EAST 181ST STREET SOUTH $87^{\circ} 14' 47''$ WEST 121 FEET; THENCE SOUTHERLY 106.54 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID SANDERLIN TRACT AND A POINT FROM WHICH TRUE POINT OF BEGINNING BEARS NORTH $87^{\circ} 14' 47''$ EAST 76.00 FEET; THENCE NORTH $87^{\circ} 14' 47''$ EAST 76.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES UNDER RECORDING NUMBER 7308230136,

SAID RIGHT OF WAY LYING WITHIN THE ABOVE DESCRIBED PARCEL AND EASTERLY OF A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE SOUTH $87^{\circ} 30' 01''$ WEST ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 1.14 FEET TO A POINT DISTANT THEREON 31.00 FEET AS MEASURED PERPENDICULAR FROM THE CENTERLINE OF 61ST AVENUE NORTHEAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $26^{\circ} 02' 19''$ EAST PARALLEL WITH SAID 61ST AVENUE NORTHEAST, A DISTANCE OF 9.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 490.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ} 06' 51''$, A DISTANCE OF 77.96 FEET TO THE WESTERLY SIDELINE OF SAID 61ST AVENUE NORTHEAST, BEING THE POINT OF TERMINATION.

CONTAINING 85 SQUARE FEET.





KC PARCEL 1126049033
SR 522 PROJECT PARCEL75
RIGHT OF WAY ACQUISITION

EXHIBIT A

A PORTION OF LAND FOR RIGHT OF WAY PURPOSES AND APPURTENANCES THERETO, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

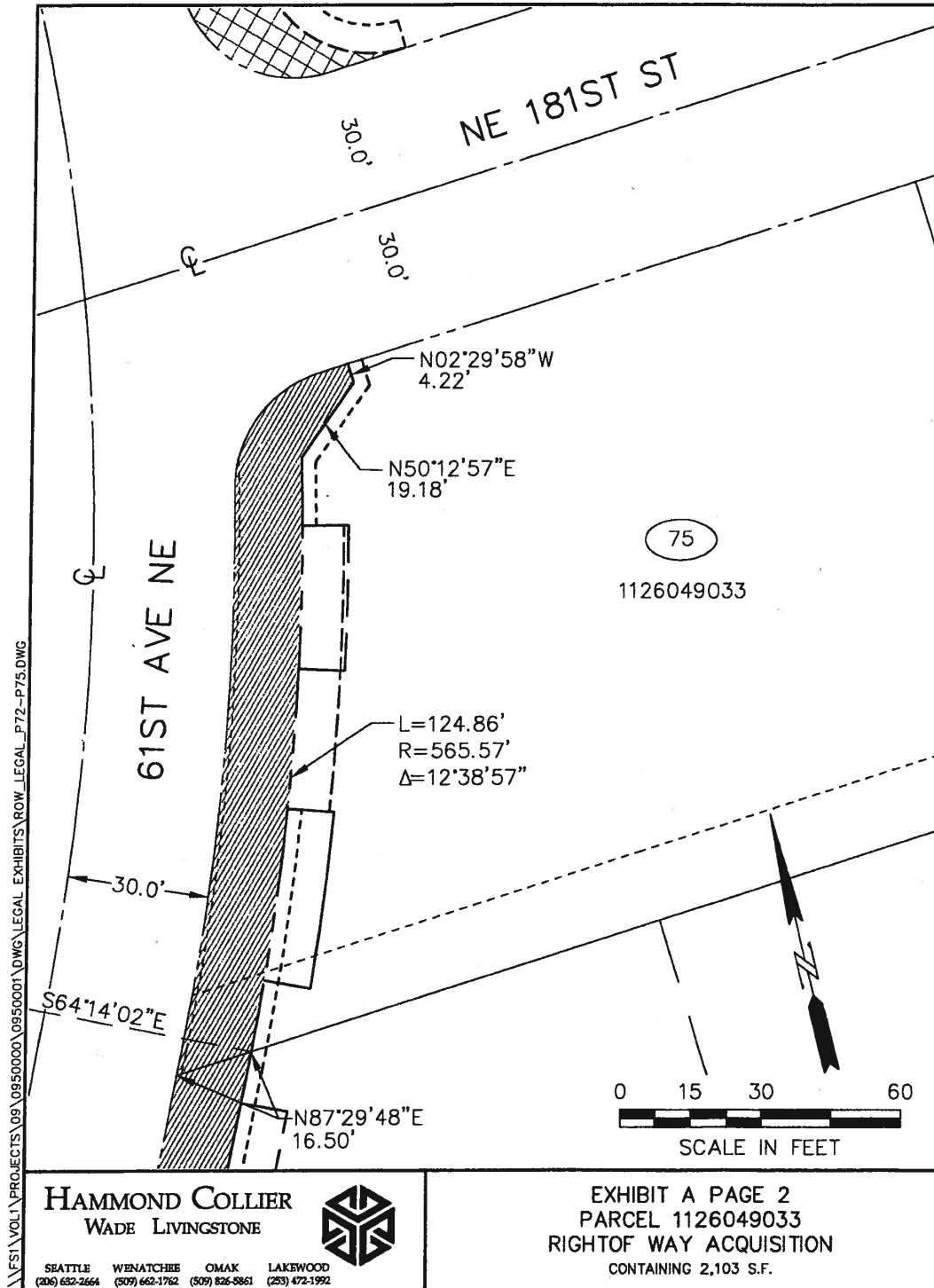
BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 2°41'16" WEST ALONG THE NORTH TO SOUTH CENTERLINE OF SAID SECTION 11, A DISTANCE OF 1,236.56 FEET; THENCE SOUTH 87°14'47" WEST 186.14 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°45'13" WEST 134.58 FEET; THENCE SOUTH 87°14'47" WEST TO THE EASTERLY LINE OF 61ST AVENUE NORTHEAST; THENCE NORTHERLY ALONG SAID EASTERLY LINE 141.93 FEET TO A POINT WHICH BEARS SOUTH 87°14'47" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 87°14'47" EAST 153.09 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR STREET PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBER 7310259006 AND 7310250098;

(BEING KNOWN AS A PORTION OF LOT 6, BLOCK 9, WAVERLY PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF).

SAID RIGHT OF WAY LYING WITHIN THE ABOVE DESCRIBED PARCEL AND WESTERLY OF A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 87° 29' 48" EAST ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 565.57 FEET, A RADIAL LINE TO WHICH BEARS SOUTH 64° 14' 02" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF 61ST AVENUE NORTHEAST AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 38' 57", A DISTANCE OF 124.86 FEET; THENCE NORTH 50° 12' 57" EAST, A DISTANCE OF 19.18 FEET; THENCE NORTH 2° 29' 58" WEST, A DISTANCE OF 4.22 FEET TO THE NORTHERLY LINE OF SAID PARCEL, BEING THE POINT OF TERMINATION.

CONTAINING 2,103 SQUARE FEET MORE OR LESS.



XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

KC PARCEL 1126049032
SR 522 PROJECT PARCEL 100
RIGHT OF WAY ACQUISITION

EXHIBIT A

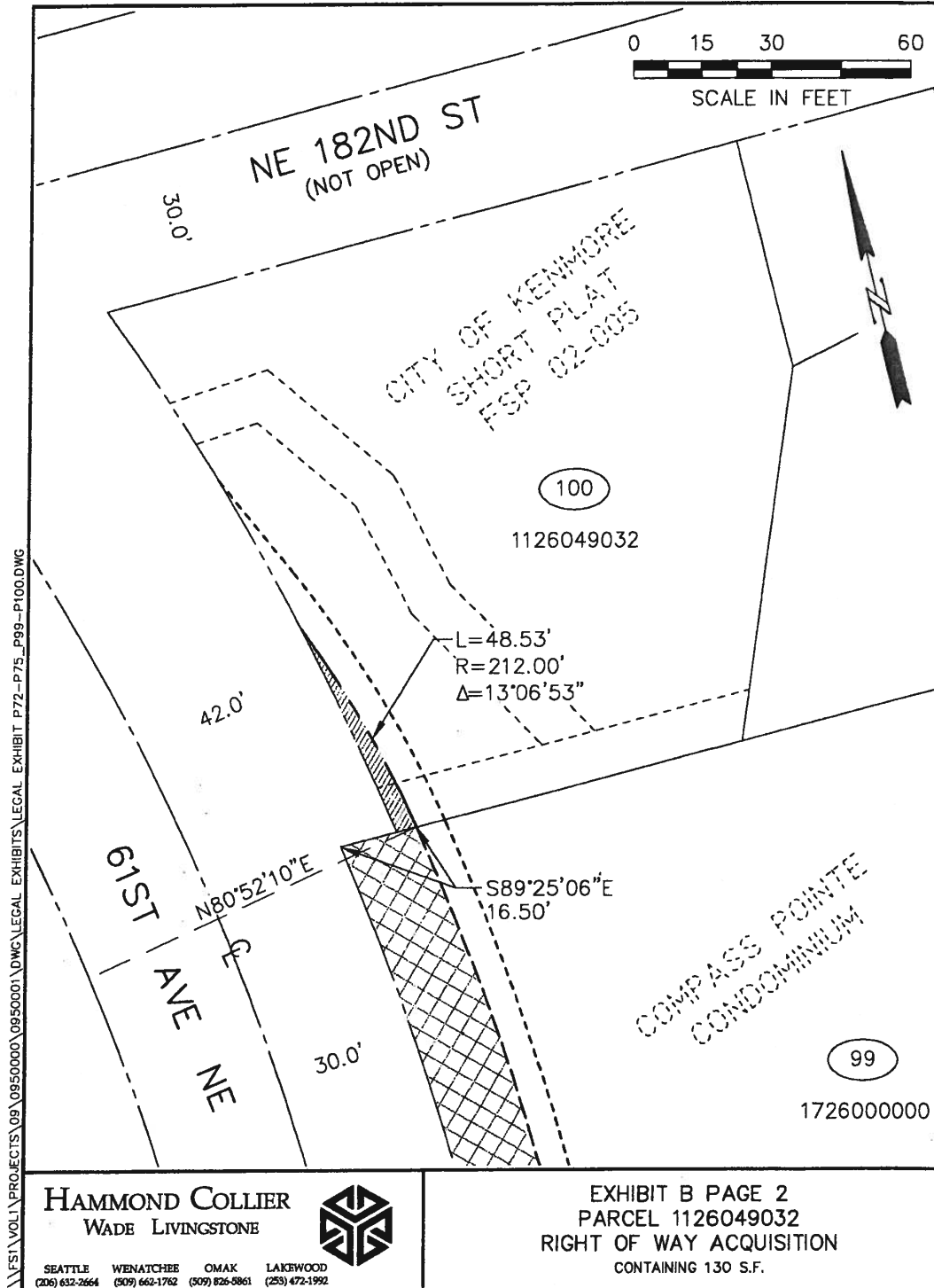
A PORTION OF LAND FOR RIGHT OF WAY PURPOSES AND APPURTENANCES THERETO, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

LOT 1, CITY OF KENMORE SHORT PLAT NUMBER FSP 02-005, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 22, 2003 IN VOLUME 163 OF SURVEYS, PAGE 257, DOCUMENT NUMBER 20031022900004, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

SAID RIGHT OF WAY LYING WITHIN THE ABOVE DESCRIBED PARCEL AND WESTERLY OF A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMPASS POINTE CONDOMINIUM, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 24, 1997 IN VOLUME 143 OF CONDOMINIUMS, PAGES 1-5, DOCUMENT NUMBER 9710240280, RECORDS OF KING COUNTY; THENCE SOUTH 89° 25' 06" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO WHICH BEARS NORTH 80° 52' 10" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 06' 53" A DISTANCE OF 48.53 FEET TO THE WESTERLY LINE OF SAID LOT 1, BEING THE POINT OF TERMINATION.

CONTAINING 130 SQUARE FEET MORE OR LESS.



Exhibits B

KC PARCEL 1726000000
SR 522 PROJECT PARCEL 99
ROADWAY EASEMENT

EXHIBIT A

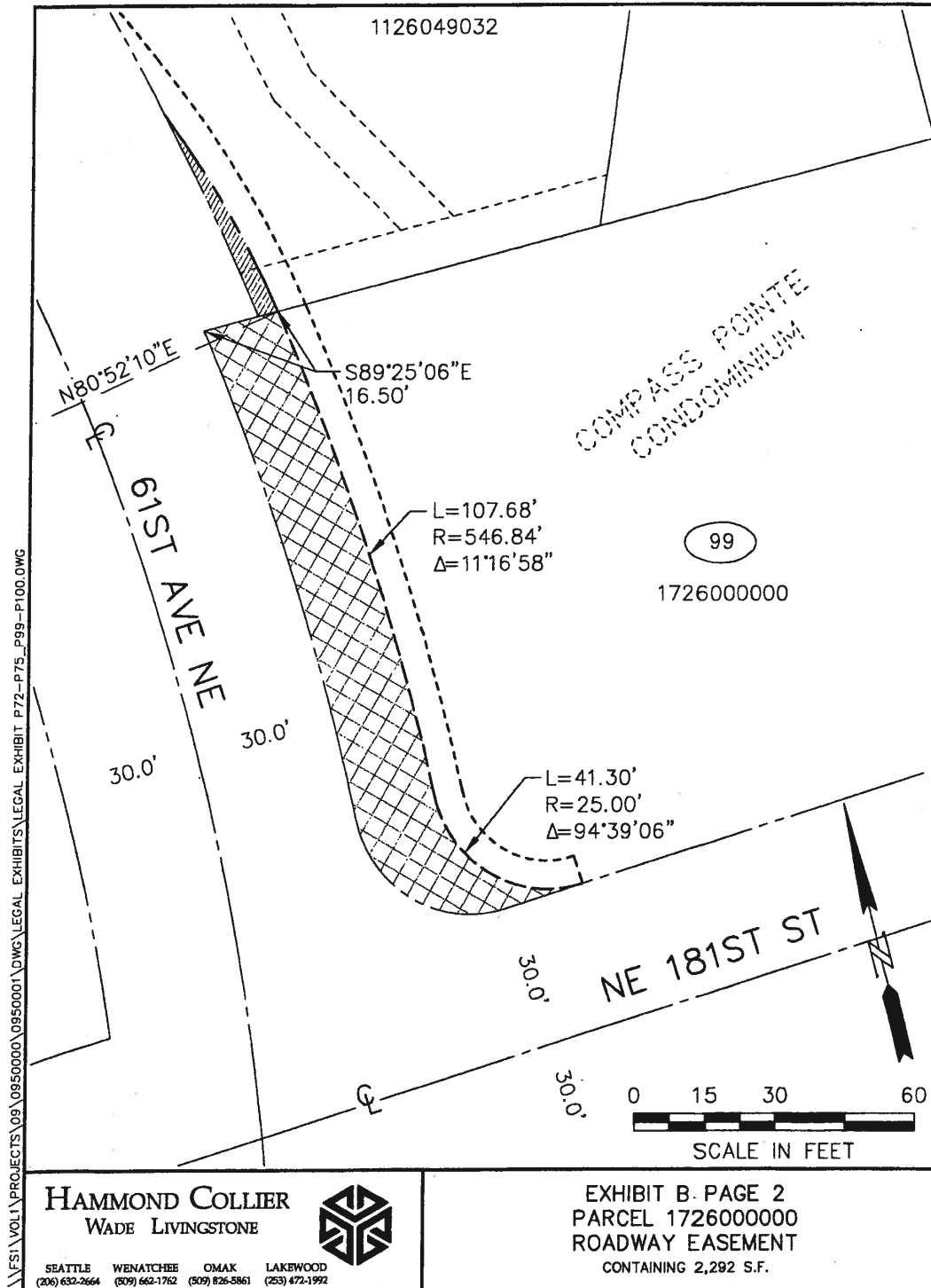
AN EASEMENT FOR ROADWAY PURPOSES AND APPURTENANCES THERETO, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMPASS POINTE CONDOMINIUM, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 24, 1997 IN VOLUME 143 OF CONDOMINIUMS, PAGES 1-5, DOCUMENT NUMBER 9710240280, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

SAID EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND WESTERLY OF A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 89° 25' 06" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 546.84 FEET, A RADIAL LINE TO WHICH BEARS NORTH 80° 52' 10" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 16' 58" A DISTANCE OF 107.68 FEET TO A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 39' 06" A DISTANCE OF 41.30 FEET TO THE SOUTHERLY LINE OF SAID PLAT, BEING THE POINT OF TERMINATION.

CONTAINING 2,292 SQUARE FEET MORE OR LESS.



KC PARCEL 1126049033
SR 522 PROJECT PARCEL75
UTILITY EASEMENT FOR PSE

EXHIBIT A

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES THERETO, BEING 9.00 FEET IN WIDTH, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 2°41'16" WEST ALONG THE NORTH TO SOUTH CENTERLINE OF SAID SECTION 11, A DISTANCE OF 1,236.56 FEET; THENCE SOUTH 87°14'47" WEST 186.14 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°45'13" WEST 134.58 FEET; THENCE SOUTH 87°14'47" WEST TO THE EASTERLY LINE OF 61ST AVENUE NORTHEAST; THENCE NORTHERLY ALONG SAID EASTERLY LINE 141.93 FEET TO A POINT WHICH BEARS SOUTH 87°14'47" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 87°14'47" EAST 153.09 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR STREET PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBER 7310259006 AND 7310250098;

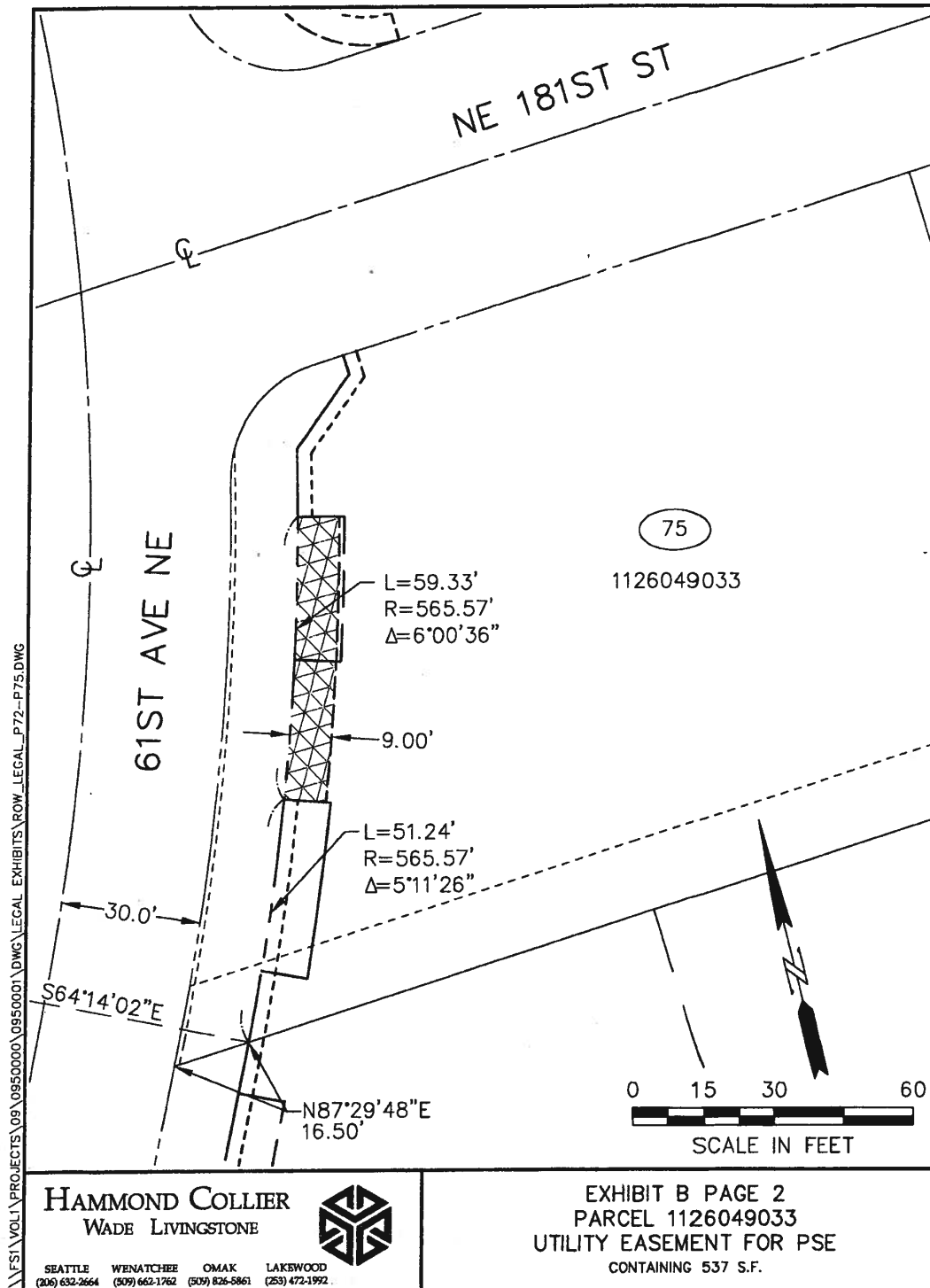
(BEING KNOWN AS A PORTION OF LOT 6, BLOCK 9, WAVERLY PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF).

SAID 9.00 FOOT WIDE EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND THE WESTERLY A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 87° 29' 48" EAST ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 565.57 FEET, A RADIAL LINE TO WHICH BEARS SOUTH 64° 14' 02" EAST; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF 61ST AVENUE NORTHEAST AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 11' 26", A DISTANCE OF 51.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID 565.57 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 6° 00' 36", A DISTANCE OF 59.33 FEET TO THE POINT OF TERMINATION.

THE EASTERLY LINE OF SAID EASEMENT TO TERMINATE SOUTHERLY AT A LINE PERPENDICULAR THROUGH THE TRUE POINT OF BEGINNING AND NORTHERLY AT A LINE PERPENDICULAR THROUGH THE POINT OF TERMINATION.

CONTAINING 537 SQUARE FEET MORE OR LESS.



Exhibits C

KC PARCEL 1126049079
SR 522 PROJECT PARCEL 74
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AND APPURTENANCES THERETO, BEING 3.00 FEET IN WIDTH, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, SOUTH 2°41'16" WEST 1,494.25 FEET TO THE NORTHERLY MARGIN OF LAKE FOREST PARK-BOTHELL STATE HIGHWAY; THENCE ALONG SAID NORTHERLY MARGIN SOUTH 87°14'47" WEST 503.41 FEET TO WESTERLY MARGIN OF COUNTY ROAD; THENCE ALONG SAID WESTERLY MARGIN OF COUNTY ROAD, NORTH 25°47'47" EAST 170.76 FEET TO THE NORTH EAST CORNER OF A TRACT OF LAND CONVEYED TO ASA T. SANDERLIN BY DEED RECORDED UNDER RECORDING NUMBER 3078967, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY MARGIN OF COUNTY ROAD NORTH 25°47'47" EAST 9.14 FEET; THENCE CONTINUING ALONG SAID WESTERLY MARGIN OF COUNTY ROAD ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 491.07 FEET, A DISTANCE OF 106.69 FEET TO THE SOUTHERLY MARGIN OF EAST 181ST STREET; THENCE ALONG SAID SOUTHERLY MARGIN OF EAST 181ST STREET; SOUTH 87°14'47" WEST 121.00 FEET; THENCE SOUTHERLY 106.54 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID SANDERLIN TRACT AND A POINT FROM WHICH TRUE POINT OF BEGINNING BEARS NORTH 87°14'47" EAST 76.00 FEET; THENCE NORTH 87°14'47" EAST 76.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES UNDER RECORDING NUMBER 7308230136.

SAID 3.00 FOOT WIDE EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND NORTHWESTERLY AND SOUTHERLY OF A LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 87° 30' 01" WEST ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 1.14 FEET TO A POINT DISTANT THEREON 31.00 FEET AS MEASURED PERPENDICULAR FROM THE CENTERLINE OF 61ST AVENUE NORTHEAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 26° 02' 19" EAST PARALLEL WITH SAID 61ST AVENUE NORTHEAST, A DISTANCE OF 9.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 490.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 06' 51", A DISTANCE OF 77.96 FEET TO THE WESTERLY SIDELINE OF SAID 61ST AVENUE NORTHEAST, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO WHICH BEARS SOUTH 88° 55' 19" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 36' 40", A DISTANCE OF 40.85 FEET; THENCE SOUTH 87° 30' 00" WEST, A DISTANCE OF 17.14 FEET TO THE POINT OF TERMINATION.

THE NORTHWESTERLY AND SOUTHERLY SIDELINE OF SAID EASEMENT TO TERMINATE SOUTHERLY AT THE SOUTHERLY LINE OF SAID PARCEL AND WESTERLY PERPENDICULAR THROUGH THE POINT OF TERMINATION.

CONTAINING 431 SQUARE FEET.

AREA DOES NOT INCLUDE AREA WITHIN RIGHT OF WAY ACQUISITIONS AND PERMANENT UTILITY EASEMENTS.



KC PARCEL 1126049033
SR 522 PROJECT PARCEL75
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT C

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AND APPURTENANCES THERETO, BEING 3.00 FEET IN WIDTH, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 2°41'16" WEST ALONG THE NORTH TO SOUTH CENTERLINE OF SAID SECTION 11, A DISTANCE OF 1,236.56 FEET; THENCE SOUTH 87°14'47" WEST 186.14 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°45'13" WEST 134.58 FEET; THENCE SOUTH 87°14'47" WEST TO THE EASTERLY LINE OF 61ST AVENUE NORTHEAST; THENCE NORTHERLY ALONG SAID EASTERLY LINE 141.93 FEET TO A POINT WHICH BEARS SOUTH 87°14'47" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 87°14'47" EAST 153.09 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR STREET PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBER 7310259006 AND 7310250098;

(BEING KNOWN AS A PORTION OF LOT 6, BLOCK 9, WAVERLY PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF).

SAID 3.00 FOOT WIDE EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND THE WESTERLY LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 87° 29' 48" EAST ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 565.57 FEET, A RADIAL LINE TO WHICH BEARS SOUTH 64° 14' 02" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF 61ST AVENUE NORTHEAST AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 38' 57", A DISTANCE OF 124.86 FEET; THENCE NORTH 50° 12' 57" EAST, A DISTANCE OF 19.18 FEET; THENCE NORTH 2° 29' 58" WEST, A DISTANCE OF 4.22 FEET TO THE NORTHERLY LINE OF SAID PARCEL, BEING THE POINT OF TERMINATION.

THE EASTERLY LINE OF SAID EASEMENT TO TERMINATE SOUTHERLY AT THE SOUTH LINE OF SAID PARCEL AND NORTHERLY AT THE NORTH LINE OF SAID PARCEL.

CONTAINING 266 SQUARE FEET MORE OR LESS.

AREA DOES NOT INCLUDE AREA WITHIN RIGHT OF WAY ACQUISITIONS AND PERMANENT UTILITY EASEMENTS.

KC PARCEL 1726000000
SR 522 PROJECT PARCEL 99
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AND APPURTENANCES THERETO, BEING 6.00 FEET IN WIDTH, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMPASS POINTE CONDOMINIUM, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 24, 1997 IN VOLUME 143 OF CONDOMINIUMS, PAGES 1-5, DOCUMENT NUMBER 9710240280, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

SAID 6.00 FOOT WIDE EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND THE WESTERLY LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 89° 25' 06" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 546.84 FEET, A RADIAL LINE TO WHICH BEARS NORTH 80° 52' 10" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 16' 58" A DISTANCE OF 107.68 FEET TO A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 39' 06" A DISTANCE OF 41.30 FEET TO THE SOUTHERLY LINE OF SAID PLAT, BEING THE POINT OF TERMINATION.

THE EASTERLY LINE OF SAID EASEMENT TO TERMINATE NORTHERLY AT THE NORTHERLY LINE OF SAID PLAT AND SOUTHERLY AT A LINE PERPENDICULAR TO THE SOUTHERLY LINE OF SAID PLAT THROUGH THE POINT OF TERMINATION.

CONTAINING 862 SQUARE FEET MORE OR LESS.

AREA DOES NOT INCLUDE AREA WITHIN RIGHT OF WAY ACQUISITIONS AND PERMANENT UTILITY EASEMENTS.

KC PARCEL 1126049032
SR 522 PROJECT PARCEL 100
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES AND APPURTENANCES THERETO, BEING 6.00 FEET IN WIDTH, OVER, UNDER ALONG AND ACROSS ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

LOT 1, CITY OF KENMORE SHORT PLAT NUMBER FSP 02-005, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 22, 2003 IN VOLUME 163 OF SURVEYS, PAGE 257, DOCUMENT NUMBER 20031022900004, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

SAID 6.00 FOOT WIDE EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL AND THE WESTERLY LINE BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COMPASS POINTE CONDOMINIUM, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 24, 1997 IN VOLUME 143 OF CONDOMINIUMS, PAGES 1-5, DOCUMENT NUMBER 9710240280, RECORDS OF KING COUNTY; THENCE SOUTH 89° 25' 06" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO WHICH BEARS NORTH 80° 52' 10" EAST, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 06' 53" A DISTANCE OF 48.53 FEET TO THE WESTERLY LINE OF SAID LOT 1, BEING THE POINT OF TERMINATION.

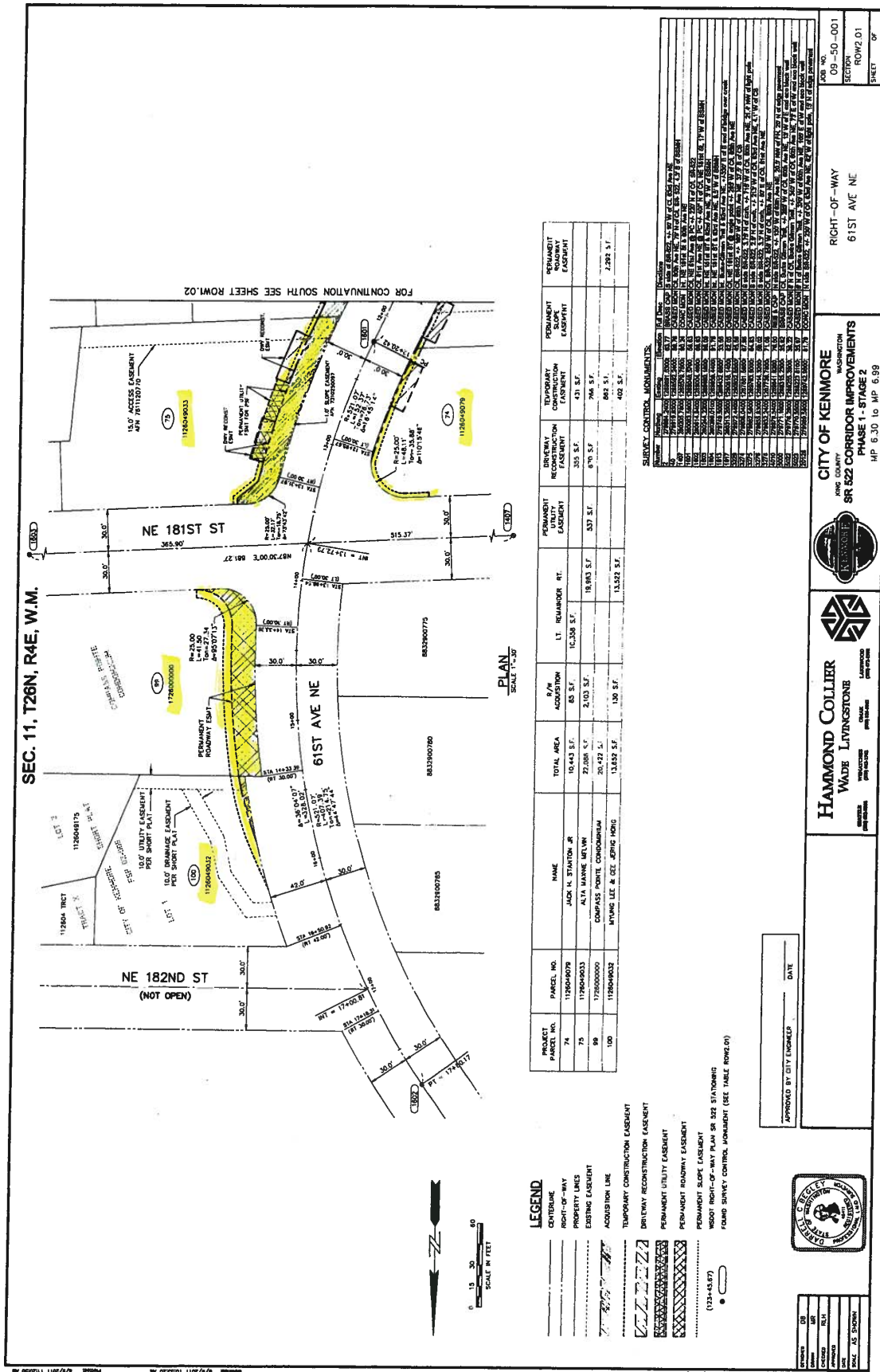
THE EASTERLY LINE OF SAID EASEMENT TO TERMINATE SOUTHERLY AT THE SOUTHERLY LINE OF SAID LOT 1 AND NORTHERLY AT THE WESTERLY LINE OF SAID LOT 1.

CONTAINING 402 SQUARE FEET MORE OR LESS.

AREA DOES NOT INCLUDE AREA WITHIN RIGHT OF WAY ACQUISITIONS AND PERMANENT UTILITY EASEMENTS.

Right of Way Graphic

Exhibit B



XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

Example Notification Letter

Exhibit C

XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -



City Of Kenmore, Washington

August 24, 2011

Name
Address
City, State Zip

Subject: 61st Avenue NE and NE 181st Street Traffic Signal Project

Dear Property Owner:

This letter is to bring you up to date on the progress being made on the 61st Avenue NE and NE 181st Street Traffic Signal Project. The design of the project is progressing and we now have draft 70% plans. These plans have been presented to you by the right of way agent. We are now preparing the construction staging plans and contract documents for bidding in December.

We have also completed preparation of appraisals for property acquisition and easements. You have received monetary offers for the property rights required for this project and have had an opportunity to discuss the offer with our right of way agent. We are continuing to pursue these acquisitions with the intent of negotiating a settlement for the property you own at:

Property Address
Tax ID #

The start of construction remains early spring of 2012. However in order to meet this time frame we must complete preparation of plans and right of way acquisition. The right of way acquisition process is the most critical aspect of the schedule. Though negotiating an agreement for the acquisition is our preferred approach, condemnation may be required. In order to maintain our schedule the City Council will be considering an ordinance supporting continued negotiations and authorizing condemnation if required. This ordinance will be considered at the City Council meeting on September 12, 2011. The City Council meeting will begin at 7:00 p.m. at:

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

If you have questions with regards to the public meeting, design or condemnation ordinance please call Barbara Meekins at 425-673-5559 or myself at 425-398-8900.

Sincerely,

Ron Loewen, PE
City Engineer

Cc: Fred Stouder
Gerry Willhelm

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

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

June 27, 2011 Agenda Bill

Exhibit D

XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

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

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

DISCUSSION

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

ALTERNATIVES

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

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

City of Kenmore

Washington

SR 522 Phase I Stage 2

61st Avenue NE and NE 181st Street Signal Project Options

Alternative	Description	City Funds	Grant Funds	Total
Alternative 1	Signal only	\$ 325,400	\$ 650,000	\$ 975,400
Alternative 2	Signal and widening	\$ 1,025,900	\$ 650,000	\$ 1,675,900
Alternative 3	Signal, widening and additional right of way	\$ 1,821,900	\$ 650,000	\$ 2,471,900
Alternative 4	Signal, widening, additional right of way and undergrounding	\$ 2,121,900	\$ 650,000	\$ 2,771,900
Approved CIP	Signal, widening and additional right of way	\$ 2,738,300	\$ 600,000	\$ 3,338,300

June 7, 2011

S:\0159 61st Ave NE and NE 181st St Traffic Signal\Council\110620_Table Project Options.docx

September 27, 2010 Agenda Bill

Exhibit E

XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
61 st Avenue NE and NE 181 st Street Signal Improvements discussion of project scope of work and right-of-way requirements.			September 27, 2010
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Engineering	Ron Loewen	Ron Loewen	425 398 8900
COST OF PROPOSAL: <u>Staff Cost:</u> Preparing agenda bill 5hours Administering design agreement 240 hours <u>Contract Services:</u> Design: \$ 81,497 Right-of-way: \$1,118,200 Construction: \$ 858,853 Total: \$2,058,550		ACCOUNT NUMBER: 09 00 7088 SR 522 Phase I Stage 2 Design/Adm	
AMOUNT BUDGETED: Current 2010 budget only includes funds for Design of SR 522 Phase I Stage 2 (last section) improvements. 2011-2016 Transportation Improvement Program (TIP) includes: 61st Avenue Traffic Signal - \$1,200,000 (assumes unsecured grants totaling \$300,000) 61st Avenue Improvements - \$3,897,900 (assumes unsecured grants totaling \$2,393,000) The following City funds have been allocated to the SR 522 projects in the 2011-2016 Transportation Improvement Program (TIP) \$ 8,781,000. Of these funds only \$589,000 have been obligated.		NAME AND FUND #: Arterial Street Fund No. 09	
ATTACHMENT(S) TO AGENDA PACKET ITEM: • Table: 61st Avenue NE Project Options • 4 Sketches of alternative project scopes of work • 4 Project cost estimates consistent with sketches • July 26, 2010 Agenda Bill • February 8, 2010 Agenda Bill			
SUMMARY STATEMENT: The City Council discussed this project on July 26th. It is being brought back for further clarification and consideration of additional alternatives. BACKGROUND The proposed SR 522 Phase I Stage 2 Corridor Improvement Project, from 57 th Avenue NE to 65 th Avenue NE (the last section) was divided into segments to allow more favorable funding proposals. In July the Council received word that Senator Murray intended to sponsor the direct allocation of \$600,000 to the SR 522 project. On July 26 th the Council authorized the design of the signal improvements at NE 181 st Street and 61 st Avenue NE with the provision that right-of-way acquisition and improvements be consistent with			

XA. Adopt Ordinance No. 11-0324 Authorizing the Acquisition, by Negotiation or Condemnation, of Real Property Interests Necessary for the 61st Avenue NE and NE 181st Street Traffic Signal -

the overall SR 522 project and to avoid dealing with property owners a second time.

ALTERNATIVES

City staff have prepared 4 alternative project scopes of works and cost estimates to meet the City Council's objectives. Several of the alternatives have the same right-of-way acquisition but all vary the extent of construction, see attached table, sketches, and cost estimates.

Alternative 1 - This alternative would construct only the traffic signal at 61st Avenue NE and NE 181st Street and acquire right-of-way for future improvements. Under this alternative, right-of-way would be acquired from 3 parcels and construction would only include the traffic signal and ADA ramps. Total cost is estimated at \$855,375. This estimate is higher than the original proposal of \$600,000 due to the acquisition of additional right-of-way.

Alternative 2 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street and some curbs along 61st Avenue NE. Aerial facilities would remain; however, conduit and vaults would be installed for undergrounding as part of a later project. Under this alternative right-of-way would be acquired from 3 parcels and construction would include the traffic signal, storm drainage, sidewalks, landscaping, ADA ramps, and pavement. Total cost is estimated at \$1,262,850. A variation on this alternative would be to acquire right-of-way from three additional parcels (Jack in the Box, Uplake Town Center, and Burke-Gilman Trail). This would increase the cost estimate to \$2,058,550.

Alternative 3 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street and the curbs on 61st Avenue NE consistent with the future widening. This would likely allow a dual southbound right turn lane onto SR 522. One of the SR 522 signal poles would need to be relocated.

Aerial facilities would remain; however, conduit and vaults would be installed for undergrounding as part of a later project. Under this alternative right-of-way would be acquired from 5 parcels and construction would include the traffic signal, storm drainage, sidewalks, landscaping, ADA ramps, and pavement. Total cost is estimated at \$2,880,224.

Alternative 4 - This alternative would construct the traffic signal and left turn pockets at NE 181st Street, the curbs on 61st Avenue NE between SR 522 and NE 181st Street consistent with the future widening, and the roadway improvements south of SR 522. This would allow a dual southbound right turn lane onto SR 522. All of the signal poles on SR 522 would need to be relocated. Aerial facilities would remain; however, conduit and vaults would be installed for undergrounding as part of a later project. Under this alternative right-of-way would be acquired from 6 parcels and construction would include traffic signals, storm drainage, sidewalks, landscaping, ADA ramps, and pavement. Total cost is estimated at \$5,097,900.

DISCUSSION

During the City Council discussion authorizing the project there was some confusion over the right-of-way to be acquired and whether the curbs to be installed would need to be removed as part of future construction. The alternatives presented in this agenda bill provide the City Council with 4 distinct project scopes of work with increasing right-of-way acquisition and improvements.

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

Alternative 2 matches the City Council's stated project scope. Circulation along NE 181st Street would be improved and the left turn at 60th Avenue NE on SR 522 could be eliminated. This project would require \$662,850 of City funds which is \$362,850 more than programmed in the TIP. These additional funds are available by reprogramming funds from one of the other SR 522 segments. A variation on this alternative is to acquire additional right-of-way for the remainder of the 61st Avenue NE improvements. This would make the 61st Avenue NE improvements (Alternative 4) "shovel

ready" if future funding becomes available. This variation on Alternative 2 would raise the total project cost estimate to \$2,058,550 and would require \$1,458,550 of City funds.

Alternative 3 expands the City Council's direction to include improvements on 61st Avenue NE. Circulation along NE 181st Street would be improved and the left turn at 60th Avenue NE on SR 522 could be eliminated. The improvements would also provide improved capacity at the SR 522 intersection especially in the southbound direction and complete all of the improvements north of SR 522 along 61st Avenue NE. This project would require \$2,280,224 of City funds to be completed. These additional funds are available by reprogramming funds from one of the other SR 522 segments but increase the chance that additional City funds will be required in later years to provide grant matching funds.

Alternative 4 expands the City Council's direction to include improvements on 61st Avenue NE. Circulation along NE 181st Street would be improved and the left turn at 60th Avenue NE on SR 522 could be eliminated. The improvements would also provide improved capacity at the SR 522 intersection especially in the northbound and southbound direction, complete all of the improvements north and south of SR 522 along 61st Avenue NE and improve vehicle safety at the SR 522 intersection. This project would require \$4,497,900 of City funds to be completed. These additional funds are available by reprogramming funds from other SR 522 segments but increase the chance that additional City funds will be required in later years to provide grant matching funds. This project was recently submitted to the Transportation Improvement Board (TIB) as part of the Arterial Improvement program. TIB Grant funds totaling \$2,693,000 were requested. If these funds become available the required City funding would be \$1,804,900.

RECOMMENDATION

City staff recommends Alternative 2 with the variation of acquiring additional right-of-way and raising the project budget to \$2,058,550 be pursued. This will allow the City to have a "shovel ready" project if funds become available.

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

Council set a priority for SR 522 in 2008 and reaffirmed in 2009 with council action on December 1, 2008- Agenda title: consider Projects for Federal Stimulus Package and Potential Action for Authorization to Design and Right-of-way Acquisition for SR 522 Phase I Stage 2. Council action on July 26th, authorizing the design and right-of-way acquisition for the 61st Avenue NE and NE 181st Street signal.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Amend the budget for the 61st Avenue NE and NE 181st Street signal project from \$1,200,000 to \$2,058,550 and authorize City staff to proceed with the design and acquisition of right of way from 6 parcels along 61st Avenue NE.

**REVIEWED BY FINANCE
DIRECTOR:**

**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE:
Sept 14, 2010

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\0050.50 SR 522 Phase 1, Stage 2\Council
Items\100927_Project Scope\100927_agenda_bill.doc

City of Kenmore

Washington

SR 522 Phase I Stage 2

61st Avenue NE Project Options

Alternative	City Funds	Grant Funds	Total
Alternative 1	\$ 255,375	\$ 600,000	\$ 855,375
Alternative 2	\$ 662,850	\$ 600,000	\$1,262,850
Alternative 2 Variation	\$1,458,550	\$ 600,000	\$2,058,550
Alternative 3	\$2,280,224	\$ 600,000	\$2,880,224
Alternative 4	\$4,697,900	\$ 600,000	\$5,097,900
Alternative 4 with TIB Grant	\$1,804,900	\$3,293,000	\$5,097,900

September 13, 2010

S:\0050.50 SR 522 Phase 1, Stage 2\Council Items\100927_Project Scope\Table Project Options.docx

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light Signal, and Temporary Construction Easement (#E687000CIT1).			September 12 th , 2011
DEPARTMENT	DIRECTOR	MEETING ATTENDEES	PHONE
Engineering	Ron Loewen 	Ron Loewen	(425) 398-8900
COST OF PROPOSAL: <u>Preparation of Agenda Bill:</u> Staff Time 3 hours \$300 <u>Agreement Costs:</u> State Application Fee \$2,700 Staff Time 20 hours \$2,000 City Attorney \$525 Exhibit Preparation - Consultants \$300 Total \$5,825		ACCOUNT NUMBER: 0900 7095	
AMOUNT BUDGETED: Right-of-way Budget: \$10,000 Overall Project Budget: Project Budget: \$365,000 Expended Budget as of July 31: \$ 60,408 Obligated ¹ Budget as of July 31: \$ 81,135 Remaining Budget ² as of July 31: \$283,865 Estimated Remaining Expenditures: \$422,155 (Over) / Under Budget ³ : (\$138,290) ¹ Obligated includes funds spent and obligated through signed agreements. ² Remaining Budget is the total budget less the obligated amount. ³ See explanation in Summary Statement		NAME AND FUND #: Arterial Street Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: City of Kenmore – Washington State Parks Easement Agreement (11-C958) Agenda Bill from May 24 th , 2010 City Council Meeting			
SUMMARY STATEMENT: A permanent easement over the private access road entrance to Saint Edward State Park and Bastyr University is necessary to construct and maintain the new traffic signal at NE 145 th Street and Juanita Drive NE. Proposed signal improvements within the permanent easement area include new curb & gutter, sidewalk, ADA ramps, pavement widening, traffic detection loops, traffic signal pole, traffic control cabinet, electric service cabinet, and pedestrian pole. The temporary construction easements outside the permanent easement will allow the contractor some flexibility in grading slopes behind the sidewalk to match existing conditions.			

XB. Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light

Staff has worked with the Washington State Parks Lands Program over the past year to acquire the necessary easements (including temporary construction easements) to construct the new traffic signal. The State Parks Commission Board approved the easements on May 19th, 2011. State Parks waived their application fee (\$125) and the easement acquisition costs. The City however did pay a non-refundable \$2,700 processing fee.

The easement agreement has been reviewed and approved by the City Attorney's office. Staff requests that City Council authorize the City Manager to execute the proposed easement agreement with Washington State Parks (Contract 11-C958) at this time.

The current project estimate exceeds the project budget. The increase in the estimate is the result of \$55,000 of reimbursable work for the Northshore Utility District and an increase in the project scope including the addition of sidewalks and landing areas for pedestrians, a retaining wall on the east side of Juanita Drive to provide a landing area for pedestrians and placement of the signal pole consistent with future improvements, and revisions to storm drainage facilities. Once construction bids have been submitted a budget amendment will be proposed along with a funding source as part of the awarding of the construction contract.

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

**City of Kenmore Capital Improvement Program
Bastyr's Settlement and Release Agreement with the City of Kenmore (July2009)**

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light Signal, and Temporary Construction Easement (#E687000CIT1).

**REVIEWED BY FINANCE
DIRECTOR:**



**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:



TODAY'S DATE:
August 24, 2011

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\0148 NE 145th ST-Juanita Drive Traffic
Signal\City Council\110809-NE145th-Traffic
Signal AB-Easement Agreement with WA State
Parks.doc

STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director

Saint Edward State Park
Use Agreement and Perpetual Easement for Ingress, Egress and Traffic Light Signal, and
Temporary Construction Easement
#E687000CIT1

THIS AGREEMENT is made this ____ day of _____, 20____, between the State of Washington, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantor (hereafter "State") and City of Kenmore, Washington State (hereafter "Grantee").

AUTHORITY

State is acting under those authorities granted to State and described under RCW 79A.05.070, and Washington State Parks and Recreation Commission action of May 19, 2011. The easement granted hereunder is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to observe and perform faithfully and fully (collectively, the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for the consideration described in Section 1.4 Consideration, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 EASEMENT

- 1.1 Conveyance of Perpetual Easement. State grants and conveys to Grantee a perpetual, non-exclusive, non-divisible easement for the purposes set forth in Section 2.1 below and for ingress and egress over a parcel of land in King County legally described as set forth in Exhibit A and located approximately as shown on Exhibit B (hereafter "Easement Area").
- 1.2 Conveyance of Temporary Easement. State grants and conveys to Grantee a non-exclusive, non-divisible temporary construction easement legally described as set forth in Exhibit C, as is reasonably necessary for construction of traffic signal improvements within the Easement Area (hereafter "Temporary Construction Easement Area").
- 1.3 Term. The easement conveyed and granted in Section 1.1 shall be perpetual. The remaining portions of this Agreement shall also be perpetual unless terminated as set forth hereafter, except as to the Temporary Construction Easement, which shall terminate upon completion of construction and restoration by Grantee as specified in Section 5.2 Timing and Duration.

- 1.4 Consideration. Pursuant to public health and safety benefits associated with the project, and May 19, 2011 Commission approval all processing and use fees are waived, in consideration for the easement granted herein.
- 1.5 Easement Runs with Land. The easement conveyed in Section 1.1, and as set forth in Exhibits A and B, touches and concerns the land, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- 1.6 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Permitted Use. The easements granted pursuant to this Agreement are for the purpose of and are limited to constructing, installing, operating, maintaining, repairing and replacing traffic signal improvements, and using the Easement Area for ingress and egress. Installation of traffic signal improvements will include; intersection road widening, curb, gutter and sidewalk improvements, channelization and street lighting, traffic signal equipment (signal pole, controller cabinet, pedestrian pole, detector loops, electrical conduit and junction boxes, etc.), and improvements to the existing walking path ("Facilities" herein) subject to Grantee obtaining and at all times possessing all applicable federal, state and local permits. Grantee may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to Section 6.8 Breach or Default. No new use will be deemed authorized unless approved in advance in writing by State.
- 2.2 Grantee's Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger the public or State's operations or facilities.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon, including timber, and the right of use for any purpose including, but not limited to, the right to remove resources within the Easement Area, the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably

interfere with Grantee's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantee's rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantee of such election.

- 3.2 Use of Area by State. Grantee has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for public recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of such facilities already existing; and (c) construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property, and State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State shall not be liable to Grantee for any increased cost to Grantee of maintenance, repair or replacement of its Facilities due to State's use and development of the Easement Area and adjoining park property.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 Insurance. Grantee's liability coverage is provided through its membership in the Washington Cities Insurance Authority, policy number CT 2011 with a current policy period of 1-1-2011 to 1-1-2012. The Pool provides a \$4,000,000 per occurrence limit of insurance, with a deductible of \$0 per occurrence. Coverages include bodily injury, personal injury, property damage, errors and omissions and advertising injury.
- 4.2 Not Used.
- 4.3 Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.

- 4.4 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area or adjoining property. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

- 5.1 Plan of Development. At least thirty (30) days prior to any development or the construction of any and all Facilities, Grantee shall submit a completed Plan of Development to State for its written approval and verification. State's approval will be contingent upon acceptance of the Plan of Development by the applicable authorities. The Plan of Development shall include, without limitation, the following:
- a) Map showing areas to be developed, location of Facilities and location of utility and other easements;
 - b) Land clearing, leveling and erosion control plans;
 - c) Specific physical characteristics, technical specifications and components of Facilities;
 - d) Schedule of completion dates for Facilities components; and
 - e) Detailed description of activities to be conducted in the Easement Area.

No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of

Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

- 5.2 Timing and Duration. Grantee shall conduct all work by December 2012. The duration of construction activities within the Easement Area shall not exceed **FOUR (4) months.**

Except in the event of an emergency or with State's prior written approval, it is understood that construction access on weekends and holidays is strictly prohibited and shall be confined to daylight hours.

The speed limit within the park is 10 m.p.h. Pedestrians shall have right of way over vehicles at all times. State reserves the right to further condition, limit or restrict the timing and duration of Grantee's activities.

- 5.3 Temporary Closure for Cause. If at any time during the term of this Agreement Grantee damages State's property such that it interferes with normal operation of the park or causes excessive damage to natural resources, roads or other facilities, determined at the sole discretion of the State, State may close access to the park until Grantee remedies the situation to the satisfaction of the State. It is understood that there is no recourse against the State for any losses incurred during the shutdown.

- 5.4 Unauthorized Improvements. All Facilities not included in the original Permitted Use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination under Section 6.8 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State, or at State's option, may be required to be removed by Grantee at Grantee's sole cost.

- 5.5 Facilities Specifications. Grantee shall so place, protect, and bury the Facilities as to allow the unobstructed movement of any equipment or materials across the surface of the Easement Area and shall install the Facilities at such depth as to not interfere with State's normal and usual use of the Easement Area. Grantee shall bury the Facilities and Grantee shall mark the location of the buried Facilities as required by the applicable regulatory and permitting authorities, or as directed by State. The Grantee shall mark the location of the buried Facilities as directed by

State and install signs that identify the Facilities as a buried power line and that identify the owner of the Facilities.

If Grantee fails to place or bury the Facilities according to the Facilities Specifications or as otherwise approved in writing by State, Grantee shall hold State harmless from any and all damage to the Facilities. Further, Grantee shall indemnify, defend and hold harmless State against all claims or liabilities resulting directly or indirectly from Grantee's failure to properly place or bury the Facilities per the Facilities Specifications and other requirements contained in this Agreement. State may require Grantee to relocate the Facilities in the event that they interfere with State's pre-existing use of the park.

State reserves the right to inspect any "open trench" during construction to ensure compliance with the Plan of Development, permits and Facilities Specifications. Grantee shall take precautionary measures necessary to ensure the safety of park visitors during construction.

- 5.6 Timber and Vegetation Removal. Except as required by Section 5.10 Weed Control, no timber or other vegetation (other than the tree branch trimming for the traffic signal height clearance as shown in the approved plans) may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition including, but not limited to, replacement of any such timber or vegetation to State's reasonable satisfaction.
- 5.7 Damage. Grantee, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to Facilities on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.
- 5.8 Restoration. Upon completion of the work authorized herein, Grantee shall immediately restore the surface of the Easement Area as required by State.

- 5.9 Survey Markers. Grantee shall not destroy or disturb any survey markers including, but not limited to, corner markers, witness objects, or line markers without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington including, but not limited to, Chapter 58.24 RCW and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.
- 5.10 Weed Control. Grantee shall control, at its own cost, all noxious weeds on the Easement Area. Such weed control shall comply with county noxious weed control board rules established under Chapter 17.10 RCW. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control shall be approved in writing by State prior to beginning such activities. Aerial spraying is not permitted.
- 5.11 Response to an Emergency. Nothing contained herein shall prevent Grantee from responding to an emergency relating to the Facilities on the Easement Area, provided Grantee immediately provide written notice to State of said action.
- 5.12 As-Built Survey. Upon State's request, Grantee shall promptly provide State with as-built drawings and a survey showing the location of the Facilities on the Easement Area.
- 5.13 Work Standards. All work performed by Grantee shall be in accordance with the Plan of Development submitted to and approved by State and shall be completed in a careful and workmanlike manner to State's satisfaction, free of claims or liens. Upon completion of construction, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work.
- 5.14 Removal of Improvements and Equipment. All Facilities which remain upon the Easement Area sixty (60) days from the termination or forfeiture of this Agreement, shall become the property of State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or forfeiture of this Agreement, Grantee shall be entitled to remove the Facilities or State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment and other property not permanently affixed upon the land by Grantee shall remain Grantee's property but shall be removed within sixty (60) days after the termination or forfeiture of this Agreement.

- 5.15 Inspectors. State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry on any work unless it has given such notice thereof as State has requested so as to allow for the presence of State's inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State's inspectors including, without limitation, cessation of work, and Grantee's construction contracts shall so provide.
- 5.16 Archaeology. In the event archaeological, cultural or historic resources are found or unearthed during any work or construction, Grantee shall comply with the provisions of Chapter 27.44 RCW and Chapter 27.53 RCW and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, Grantee shall stop work and promptly notify State.
- 5.17 Appearance of the Property. Grantee shall keep the Easement Area in a neat, clean, sanitary and safe condition, and shall keep the Easement Area, the Facilities and all items therein installed by Grantee in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse and waste material so as not to constitute a nuisance in adequately covered containers, which are not visible to the general public.
- 5.18 Monitoring. Grantee shall test and monitor the Facilities required by the appropriate regulatory authority or by State. Test results shall be submitted to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities system.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, and regulations in effect, both current and future, for the design, construction, maintenance, operation or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole expense.

In addition to compliance with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc. which State deems necessary for prevention and suppression of fire resulting from construction operations.

- 6.2 Ownership and Maintenance of Facilities. The Facilities authorized herein shall be continuously owned and maintained by Grantee at Grantee's sole expense.

- 6.3 Assignment. This Agreement, or any of the rights granted herein, shall not be assigned without the State's prior written consent, except that the rights granted herein may be used by any employee, contractor, or representative of Grantee while engaged in Grantee's operations. In processing a request for assignment, State shall charge Grantee its administrative costs and require additional compensation for any additional use or user. In the event the State consents to the assignment of Grantee's interest in this Agreement, the State reserves the right to unilaterally amend, or terminate and replace, this Agreement to accommodate any change in circumstances, conditions or parties. These rights are in addition to and not a limitation upon State's discretionary authority under this Section.
- 6.4 Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.
- 6.5 Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid.
- 6.6 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce Grantee's obligations under the terms of this Agreement, in addition to any other relief to which the State may be entitled, Grantee shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Thurston County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.

- 6.7 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Ph: (360) 902-8500
Fax: (360) 902-8840

With a copy to:

Saint Edward State Park
14445 Juanita Drive NE
Kenmore, WA 98028
(425) 823-2992
(425) 814-8255 FAX

If to Grantee:

City of Kenmore, Washington
18120 68th Avenue NE
Kenmore, WA 98028
(425) 398-8900
Fax: (425)-398-8900

Attention: Frederick Stouder, City
Manager

Or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to Easement and Agreement #E687000CIT1 in the subject line of the correspondence.

- 6.8 Breach or Default. If Grantee breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after Grantee has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, Grantee has not commenced such correction and thereafter continued same with reasonable diligence. Upon such termination, all Facilities on the Easement Area shall be forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination will continue until fully performed. The failure of State to exercise any right at any time will not

waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee shall not relieve Grantee of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or hereunder, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.9 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.
- 6.10 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached Exhibits shall be made in writing, executed by the parties hereto, and neither State nor Grantee shall be bound by verbal or implied agreements.
- 6.11 Discrimination. Grantee shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.
- 6.12 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting Grantee's use of the Easement Area. Grantee understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.
- 6.13 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 6.14 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement shall be construed as depriving State of the right to insist on strict performance of such provision or any other provision in the future.

No waiver by State of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by State.

- 6.15 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee. In addition to the remedies provided in this Agreement, State shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 6.16 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 6.17 State's Consent. Except in the case of assignment and purpose of the easement, State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.

6.18 Recording. Upon full execution, Grantee shall promptly record this Agreement in King County and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By Frederick C. Stouder
Name Frederick C. Stouder
Title City Manager

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By [Signature]
Larry Fairleigh, Director Parks Development
Under Commission authority of November 30, 2006.
Approved as to form only:
ROB MCKENNA
Attorney General

By /s/Mark Schumock 8/28/2003
MARK SCHUMOCK
Assistant Attorney General

GRANTEE'S ACKNOWLEDGMENT (Use for CORPORATE)

STATE OF WASHINGTON)
) ss.
County of King)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Stouder to me known to be the city manager of City of Kenmore that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said easement, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of _____, 20____.

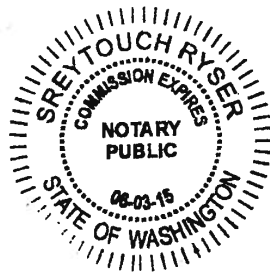
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

**WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT**

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Larry Fairleigh** to me known to be the **Assistant Director** of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this 28th day of July, 2011.



Sreytouch Ryser
Notary Public in and for the State of Washington
residing at Tumwater
My commission expires 6-3-15

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

PERMANENT EASEMENT
NW ¼, NW ¼, SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24;
THENCE SOUTH 88°16'58" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 933.83 FEET TO THE SOUTHWESTERLY MARGIN OF JUANITA DRIVE NORTHEAST;
THENCE SOUTH 28°12'21" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 24.26 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTHWESTERLY MARGIN SOUTH 28°12'21" EAST A DISTANCE OF 82.23 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGIN OF THAT 60 FOOT WIDE INGRESS AND EGRESS EASEMENT AS DESCRIBED IN WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7711180836;
THENCE SOUTH 66°45'37" WEST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 35.13 FEET;
THENCE NORTH 28°12'21" WEST A DISTANCE OF 60.23 FEET TO THE NORTHERLY MARGIN OF SAID EASEMENT;
THENCE NORTH 66°45'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 7.13 FEET TO A POINT THAT BEARS SOUTH 26°44'01" WEST FROM THE POINT OF BEGINNING;
THENCE NORTH 26°44'01" EAST A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING;

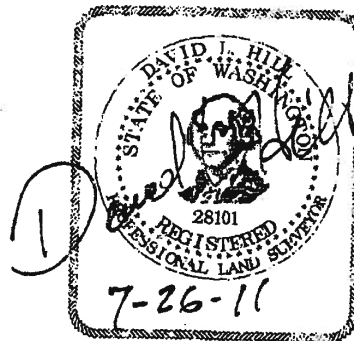
SITUATE IN THE CITY OF KENMORE, COUNTY OF KING AND STATE OF WASHINGTON.



CONCEPT ENGINEERING, INC.

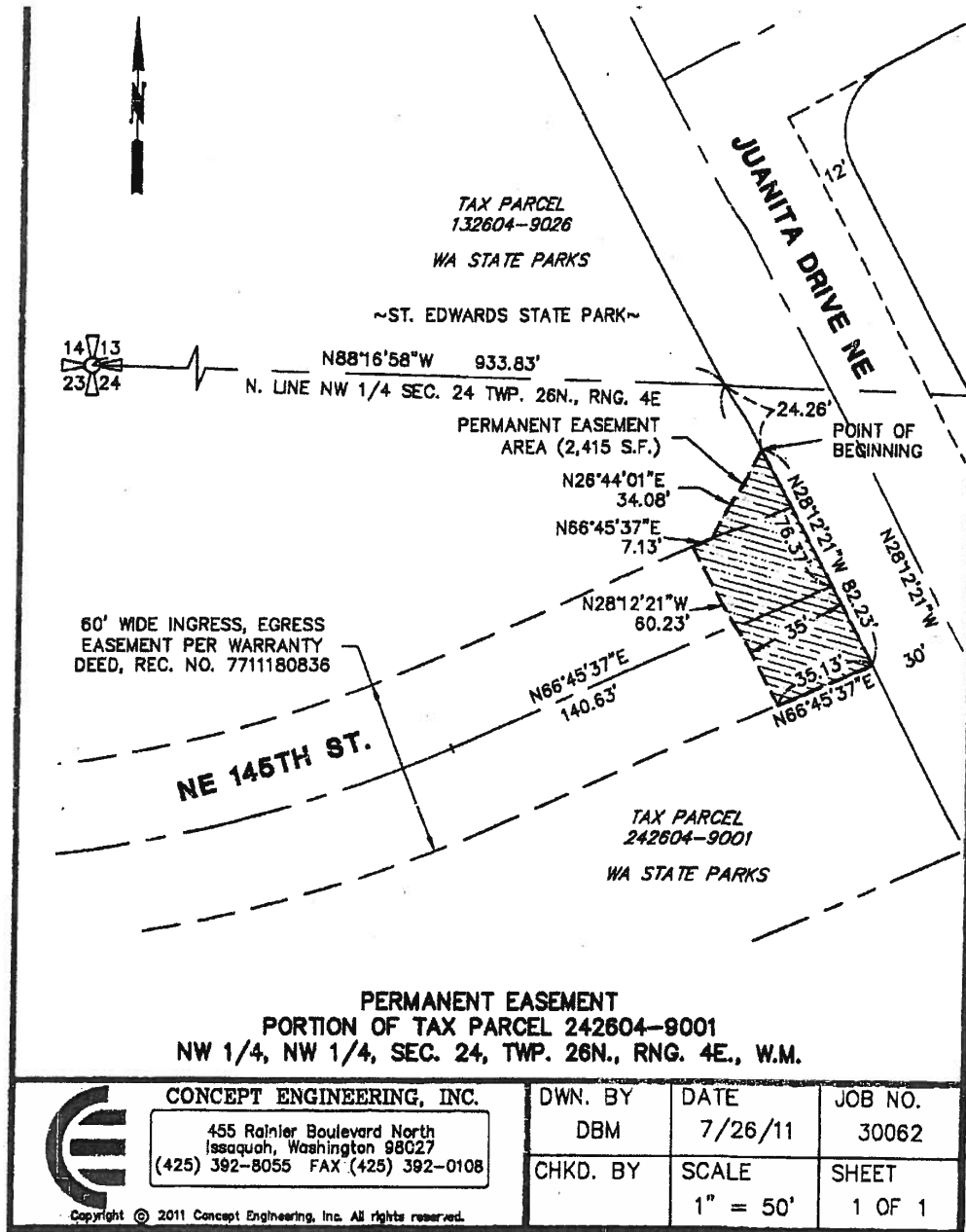
455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

CEI JOB NO. 30062
DATE: 3/2/11
REV: 07/26/11



Situate in King County, WA

**EXHIBIT B
MAP OF EASEMENT AREA**



Easement and Agreement #E687000CIT1

Page 17 of 22

XB. Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light

EXHIBIT C
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA[S]

TEMPORARY CONSTRUCTION EASEMENT
NW ¼, NW ¼, SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

EASEMENT AREA "A"

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24;
THENCE SOUTH 88°16'58" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 933.83 FEET TO THE SOUTHWESTERLY MARGIN OF JUANITA DRIVE NORTHEAST;
THENCE SOUTH 28°12'21" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 4.26 FEET TO THE POINT OF BEGINNING OF EASEMENT AREA "A";
THENCE CONTINUING ALONG SAID SOUTHWESTERLY MARGIN SOUTH 28°12'21" EAST A DISTANCE OF 20.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A" FOR REFERENCE PURPOSES;
THENCE SOUTH 26°44'01" WEST A DISTANCE OF 6.11 FEET TO A POINT THAT IS 5.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 28°12'21" WEST ALONG A LINE THAT IS 5.00 FEET WEST OF AND PARALLEL WITH THE SOUTHWEST MARGIN OF SAID JUANITA DRIVE NORTHEAST A DISTANCE OF 23.51 FEET TO A POINT THAT BEARS SOUTH 61°47'39" WEST FROM THE POINT OF BEGINNING OF EASEMENT AREA "A";
THENCE NORTH 61°47'39" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF EASEMENT AREA "A";

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT AREA "B":

COMMENCING AT THE AFOREMENTIONED POINT "A";
THENCE SOUTH 28°12'21" EAST ALONG THE SOUTHWESTERLY MARGIN OF SAID JUANITA DRIVE NORTHEAST A DISTANCE OF 82.23 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGIN OF THAT 60 FOOT WIDE INGRESS AND EGRESS EASEMENT AS DESCRIBED IN WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7711180836, SAID INTERSECTION BEING THE POINT OF BEGINNING OF EASEMENT AREA "B";
THENCE CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 70.27 FEET;
THENCE SOUTH 66°45'37" WEST A DISTANCE OF 5.02 FEET TO A POINT THAT IS 5.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 28°12'21" WEST ALONG A LINE THAT IS 5.00 FEET WEST OF AND PARALLEL WITH THE SOUTHWEST MARGIN OF SAID JUANITA DRIVE NORTHEAST A DISTANCE OF 65.25 FEET TO A POINT THAT IS 5.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY MARGIN OF SAID INGRESS AND EGRESS EASEMENT;

EXHIBIT C (CONTINUED)

THENCE SOUTH 66°45'37" WEST ALONG A LINE THAT IS 5.00 FEET SOUTH OF AND
PARALLEL WITH SAID SOUTHERLY MARGIN A DISTANCE OF 20.08 FEET;
THENCE NORTH 28°12'21" WEST A DISTANCE OF 5.02 FEET TO A POINT ON SAID
SOUTHERLY MARGIN THAT BEARS SOUTH 66°45'37" WEST FROM THE POINT OF
BEGINNING OF EASEMENT AREA "B";
THENCE NORTH 66°45'37" EAST A DISTANCE OF 75.09 FEET TO THE POINT OF
BEGINNING OF EASEMENT AREA "B";

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING AND STATE OF
WASHINGTON.



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

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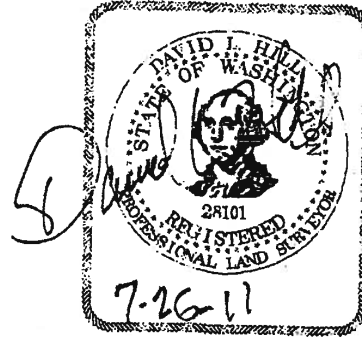


EXHIBIT C (CONTINUED)

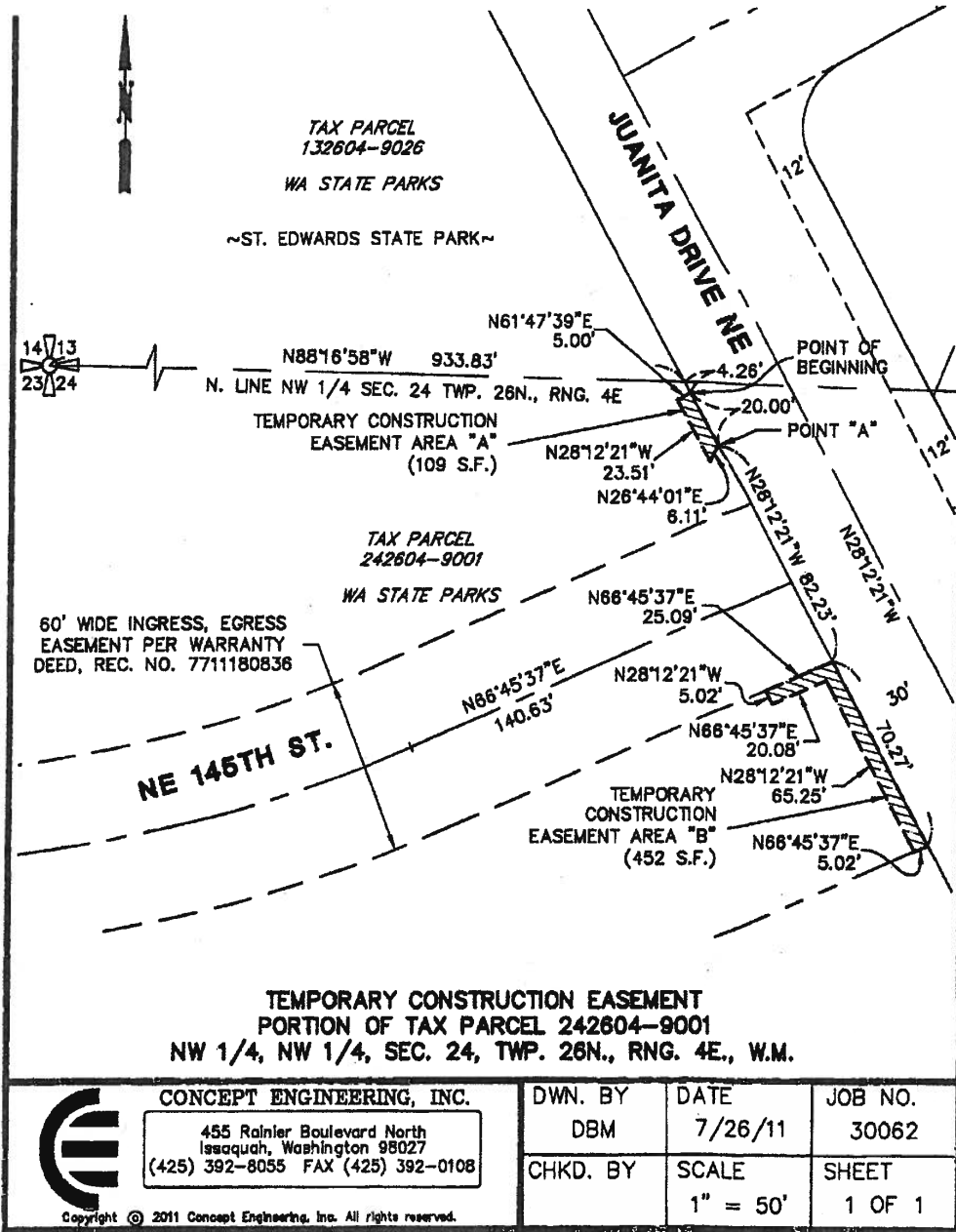


EXHIBIT C (CONTINUED)

**TEMPORARY CONSTRUCTION EASEMENT
NW ¼, NW ¼, SECTION 24, TOWNSHIP 26 NORTH, RANGE E EAST, W.M.**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24;
THENCE SOUTH 88°16'58" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 933.83 FEET TO THE SOUTHWESTERLY MARGIN OF JUANITA DRIVE NORTHEAST;
THENCE SOUTH 28°12'21" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 106.48 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGIN OF THAT 60 FOOT WIDE INGRESS AND EGRESS EASEMENT AS DESCRIBED IN WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 7711180836;
THENCE SOUTH 66°45'37" WEST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 35.13 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 66°45'37" WEST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 65.24 FEET;
THENCE NORTH 28°12'21" WEST A DISTANCE OF 65.24 FEET TO A POINT 5.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY MARGIN OF SAID EASEMENT;
THENCE NORTH 66°45'37" EAST ALONG A LINE THAT IS 5.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 78.76 FEET;
THENCE SOUTH 26°44'01" WEST A DISTANCE OF 7.77 FEET TO A POINT ON THE NORTH LINE OF SAID EASEMENT;
THENCE SOUTH 66°45'37" WEST ALONG SAID NORTH LINE A DISTANCE OF 7.13 FEET TO A POINT THAT BEARS NORTH 28°12'21" WEST FROM THE POINT OF BEGINNING;
THENCE SOUTH 28°12'21" EAST A DISTANCE OF 60.23 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF KENMORE, COUNTY OF KING AND STATE OF WASHINGTON.



CONCEPT ENGINEERING, INC.

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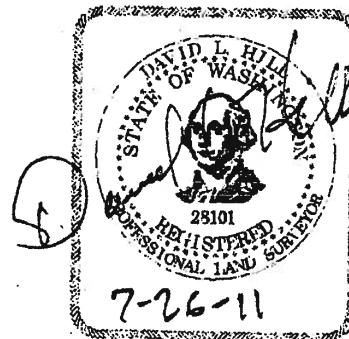
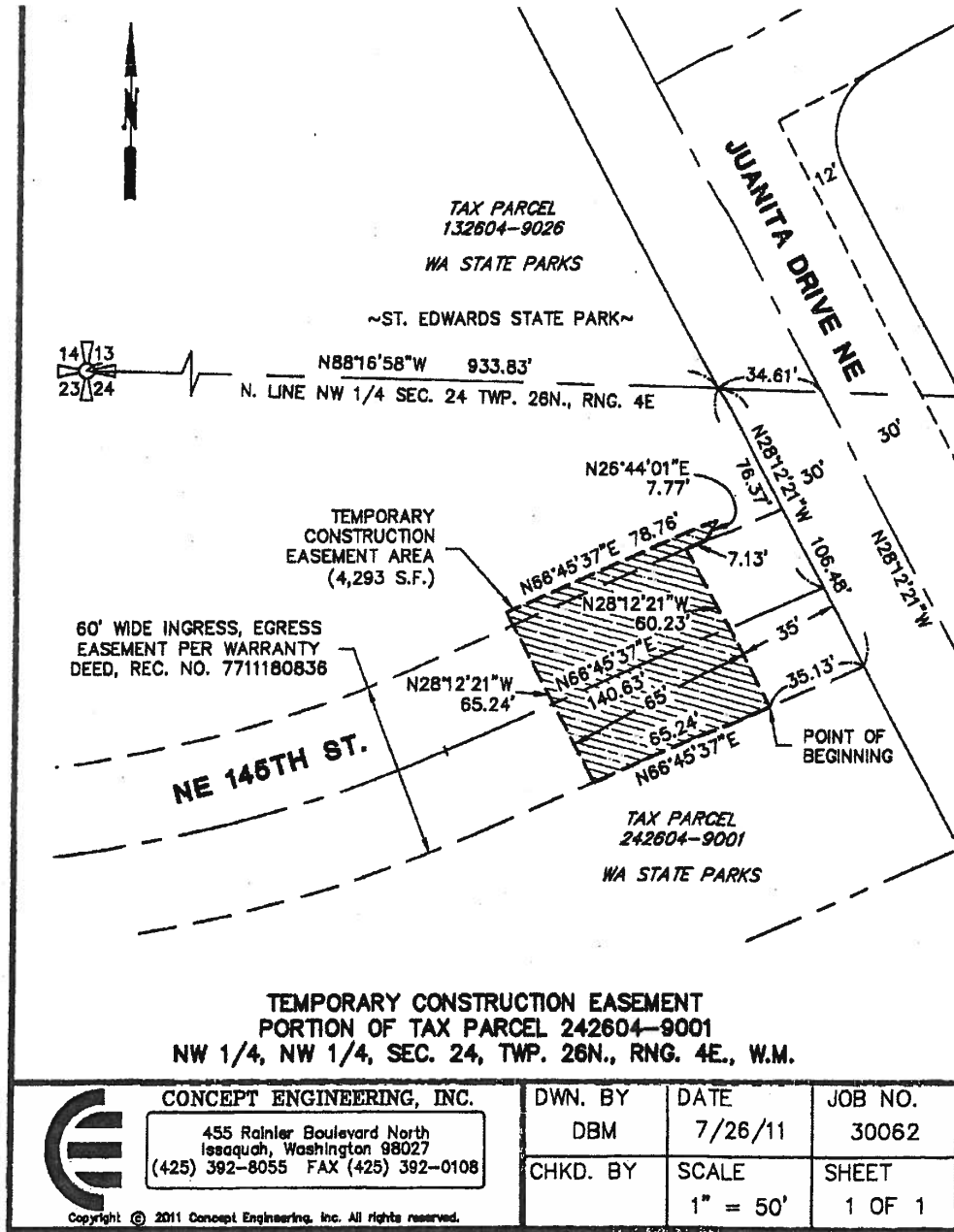


EXHIBIT C (CONTINUED)



CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize the City Manager to sign a contract with H.W. Lochner, Inc. for the design of a traffic signal at NE 145 th St. & Juanita Dr. (Bastyr) in the amount of \$59,849.			May 24 th , 2010
DEPARTMENT	DIRECTOR	MEETING ATTENDEES	PHONE
Engineering	Ron Loewen <i>RL</i>	Ron Loewen	(425) 398-8900
COST OF PROPOSAL: Traffic Signal Design Costs: \$59,849 Staff Salary & Wages: \$6,000		ACCOUNT NUMBER: 31 00 70xx Capital 01 32 5001 Regular Salary & Wages	
AMOUNT BUDGETED: 2009-2010 Budget: \$0 Proposed costs will be funded by Bastyr University's Settlement and Release Agreement payment of \$141,000, earmarked by City Council for a new traffic signal at NE 145 th Street and Juanita Drive NE (Bastyr / St. Edwards State Park entrance).		NAME AND FUND #: Municipal Capital Reserve Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract 10-C878			
SUMMARY STATEMENT: Background: In July, 2009 Bastyr University and the City of Kenmore entered into a Settlement and Release Agreement in which Bastyr paid the City \$141,000 to mitigate for past traffic growth on campus. In December, 2009 the City received the final payment of these funds. In accordance with the settlement agreement, City Council agreed to allocate these funds to the cost of a new traffic signal at NE 145th Street and Juanita Drive NE. Upon the City's adoption of the Bastyr Master Plan, Bastyr also agreed to pay the City ten (10) annual payments of \$18,500 or a total of \$185,000 as an additional contribution towards the traffic signal at NE 145th Street and Juanita Drive NE. Ordinance 09-304 was adopted by City Council on December 14, 2009 (effective date of ordinance December 24, 2009), which included the adoption of the Bastyr Master Plan and related amendments to the City's Comprehensive Plan and development regulations. Bastyr's first annual payment of \$18,500 towards the traffic signal will be received in 2010. Per the terms of the agreement, the City of Kenmore has committed to complete design and installation of the traffic signal improvements by 2012. Discussion: In late February, 2010, City Staff advertised for professional engineering services to design the new traffic signal improvements at NE 145th Street and Juanita Drive NE. Six (6) qualified engineering firms responded to the City's Request for Qualifications (RFQ). Staff reviewed and ranked each proposal based on the following criteria: Firm Experience, Key Personnel, and Past Performance and References. H.W. Lochner, Inc. ranked highest amongst the submittals and was selected for the contract work based on their credentials.			

XB. Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light

Attached is the contract agreement negotiated with H.W. Lochner, Inc. to complete the design of the new traffic signal improvements at NE 145th Street and Juanita Drive NE. At this time, City Staff is requesting authorization from City Council to expend \$66,000 of the Bastyr University's traffic mitigation funds this year to complete the design and contract documents for the new traffic signal. Upon completion of the design and contract documents, City Staff will return to City Council in the spring of 2011 for direction to move forward with the construction of the new traffic signal improvements.

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

Bastyr's Settlement and Release Agreement with the City of Kenmore (July, 2009).

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize the City Manager to sign a contract with H.W. Lochner, Inc. for the design of a traffic signal at NE 145th St. & Juanita Dr. (Bastyr) in the amount of \$59,849 and appropriate \$66,000 of Bastyr University's Traffic Mitigation Settlement Payment to the City to fund the design of the traffic signal in 2010.

**REVIEWED BY FINANCE
DIRECTOR:**

**REVIEWED BY CITY
ATTORNEY:**

APPROVED BY CITY MANAGER:

TODAY'S DATE:
May 7th, 2010

REVISION DATE(S):

FILE NAME & PATH (HYPERLINK):
S:\0148 NE 145th ST-Juanita Drive Traffic
Signal\100506-Juanita Drive-NE146th-Traffic
Signal Agenda Bill.doc

CONTRACT FOR CONSULTANT SERVICES

Contract No. 10-C878

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and H.W. Lochner, Inc., whose principal office is located at 400 108th Ave NE, Suite 401, Bellevue, WA 98004 ("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".

☒ A sum not to exceed \$ 59,849.

☐ 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 24, 2010 and ending December 31st, 2010, unless

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, \$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 Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gerry Willhelm
Lochner, Inc.
400 108th Ave NE, Suite 401
Bellevue, WA 98004

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

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

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

City of Kenmore – Juanita Drive NE -NE 145th Street.

EXHIBIT A

SCOPE OF SERVICE –

The City of Kenmore plans to install a new traffic signal at the intersection of Juanita Drive NE and NE 145th Street. The project may provide additional curb, gutter and sidewalk improvements to accommodate pedestrian access on the northwest and southwest corners and along the east side of Juanita Drive NE., including a short retaining wall.

The purpose of this scope of services is to list tasks to be complete by the Consultant team to:

- Prepare design plans, specifications and cost estimates to implement the project.
- Provide bid assistance and construction support services

The following is a summary of the approach for the work plan for this project.

TASK 1: Project Administration

1.1 Team Management

The Consultant shall be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include ensuring that the work is completed to the satisfaction of the City, on time and within the Agreement budget. The Consultant shall be responsible for:

- Strategic management and reporting
- Developing and maintaining a project schedule
- Making assignments to project staff and subconsultants
- Implementing effective quality assurance/quality control procedures
- Process agency requests.
- For the purposes of budgeting, the anticipated length of the project will be 6-months, beginning in May 2010 and ending in November 2010. The Consultant shall prepare a project schedule (using Microsoft Project software), within twenty (20) days of the award of this Agreement.
- Schedule: The schedule will include Consultant work elements and show dates of meetings, work element duration, products, and milestone dates for the events necessary to complete each work element. A draft schedule will be available for the project Kick-off Meeting for review and acceptance by key stakeholders and the project team.

The Consultant shall also be responsible for coordinating the activities of the subconsultants as necessary to complete the Elements of the Agreement. This coordination will include preparing subconsultant agreements, reviewing their work products, obtaining monthly progress reports and invoices, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the City. The Consultant's Project Manager shall be the contact for questions and requests from the City's Project Manager. Discussions, correspondence, or work requested of the Consultant, that impact the scope of work, budget, or products shall be directed in writing to the City's Project Manager.

Deliverables:

- Project Schedule (one final versions)

City of Kenmore – Juanita Drive NE -NE 145th Street.

➤ Subconsultant Agreements

1.2 Monthly Status/Progress Reports and Invoices

The Consultant shall provide a monthly status/progress report with monthly invoices to the City that will describe work performed by the Consultant Team members during the current reporting period. The progress reports will be prepared in a format approved by the City's Project Manager. This format will include the following topics:

- A general summary of activities performed by the Consultant Team including meetings held during the reporting period.
- Listing of activities by work element performed by the Consultant Team during the reporting period.
- A listing of problems/issues encountered during the reporting period and their resolution.
- A listing of activities to be accomplished during the next reporting period.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices

1.3 Project Coordination/Progress Meetings

The Consultant shall maintain regular contact with the City's Project Manager and maintain regular coordination with City staff for this project in accordance with the provisions of the Agreement. Regular coordination with the City will include ensuring that the City is involved with all aspects of the project. The Consultant Project Manager shall be responsible for:

- Maintaining regular contact with the City and designated project management team staff through meetings, telephone conversations, and e-mails.
- Maintaining open access to project information by the City.

The Consultant shall conduct three progress meetings with the City during the project to review the overall project status, schedule, budget and outstanding issues. These meetings may be in the City's offices, or the Consultant office. For purposes of estimating time required for this sub-element, it is assumed that three meetings will be held during the project. In addition to the regular Project Coordination meetings, 2 meetings with other agencies are anticipated to review Signal and Roadway design plans. It is projected that the consultant team will use the following assumptions for staff at these meetings:

- Consultant Project Manager – at all meetings
- Project Engineer – at all meetings
- Design Staff – one staff at up to two meetings
- Geotechnical - one person at up to one meeting
- Survey - one person at up to one meeting

Deliverables:

- Meeting Minutes/Notes
- Summaries of items discussed will be included in the monthly status reports

1.4 Project Close Out

City of Kenmore – Juanita Drive NE -NE 145th Street.

The consultant team will gather the work files from team members organize and combine to one file. The final files shall be delivered to the City.

Deliverables:

- Summaries of items discussed will be included in the monthly status reports.
- Project files in electronic format.

TASK 2: Topographical Survey and Base Mapping

The Consultant through its sub consultant will provide a topographic survey to complete a base map for the design of project.

Assumptions:

- The survey task is to provide detailed survey information required for the development of road alignment plan, profile sheets and right-of-way plans if necessary.
- The City shall be responsible for obtaining right-of-entry permits to enter properties adjacent to the project. The Consultant will identify those properties for which they will need right-of-entry permission
- The mapping area limits are the full right-of-way widths and extend 20 feet on each side of the right-of-way of Juanita Drive NE into private property. The limits of the topographical survey shall extend 300' beyond the center line of the intersection of NE 145th Street. The mapping area shall also include 200 feet of NE 145th Street west of the west right-of-way of Juanita Drive NE. It will include any structures within the above mapping area.
- Tasks not outlined within this scope or outside of the mapping area limits listed hereon, shall be considered extras.

2.1 Horizontal Control

The Consultant will pick up horizontal control information along Juanita Drive NE and any additional required horizontal control on NE 145th Street and locate subdivision (section & ¼ sections) control points, necessary for completion of this project, in the coordinate system used by the City. The Consultant will traverse through and locate existing section subdivision and right-of-way control within and adjacent to the project limits. Control points for the topographic survey will be established as part of this task.

Deliverables:

- Electronic and written survey notes

2.2 Vertical Control

The Consultant through its sub consultant will establish primary vertical control network tied to City or County benchmarks and establish elevations on topographic control points throughout the project. Consultant through its subconsultant will establish up to 4 TBMs at strategic locations submitted to the City along the corridor for future use.

Deliverables:

- Electronic and written survey notes

2.3 Base Mapping

The Consultant will prepare a base map from horizontal control surveys. Right-of-way information will be obtained and used to locate lot lines, parcel lines and subdivisions along the corridor. The adjoining properties will be identified by the King County Tax ID number and owners name from the title reports and the owner/taxpayer as available from the County's data base. Geotechnical features and test sites/boreholes will be located on the base maps as appropriate.

The Consultant will have a private utility locating company mark the utility locations in the field prior to surveying the project area.

The Consultant shall survey existing surface features including but not limited to: curbs, sidewalks, ramps, face of buildings, signal poles, pedestrian poles, controller cabinets, fences, utilities, valve boxes, manholes, ditches, driveways, structures, culverts, trees (8-inch diameter conifers and up and 12-inch diameter and up deciduous trees in open areas as well as all trees in planter strips and on private property), signs, grade breaks, pavement limits and elevations, pavement striping, toe and top of walls and overhead utilities. The Consultant shall locate the paint marks indicating the location of all underground utilities, and the surface features indicating the presence of underground utilities including invert and rim elevations on sanitary and storm sewers. The above topography will be supplemented by information provided by the utility owners as requested by the Consultant that cannot be picked up in the aerial.

The Consultant shall use the established centerline stationing for Juanita Drive NE.

The Digital Terrain Model (DTM) created from survey data shall depict the actual surface shape in each section. Topographic data for this project must be gathered by techniques consistent with preparing a DTM with two-foot contours. Consultant through its subconsultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. The Consultant shall conduct the topographic survey to establish the configuration of the ground and the location of natural and man made objects.

The Consultant will provide traffic control for a "Mobile-Work" configuration and may include a flagger, traffic control signage and cones during the duration of the of the field operations along Juanita Drive NE. The Consultant will conduct a field walk through to verify the base mapping.

Deliverables:

- AutoCAD Base Map drawing files suitable for the preparation of roadway plans.
- Survey Notes.
- DTM with two-foot contours.

TASK 3: Preliminary Design (30% Design)

Under this task, the Consultant will prepare the preliminary (30%) project plans based on the comments received from the City and stakeholders. It is envisioned that a stakeholders meeting will be held during the development of these plans to receive public comments prior to finalizing the conceptual design.

3.1 Conceptual Plans

City of Kenmore – Juanita Drive NE -NE 145th Street.

The Consultant will prepare conceptual project plans for the Juanita Drive NE alignment using the base map and DTM developed in Task 2. This work will include development of typical sections, 1" = 40' plans and profile sheets, cross sections, channelization plans, sidewalk layouts, signal and illumination plans. It is anticipated that the horizontal and vertical alignment will be developed as part of this task.

Deliverables:

Four copies of each of the following documents:

- Conceptual alignment and profile plans, typical sections, channelization, signal and illumination, signing, erosion control plans and right-of-way impacts with options to reduce impacts, including all "catch" points of the fill and cut slopes at the proposed roadside edges.
- Summary of pot-holing information.

3.2 Preliminary Structural Plans

The Consultant will prepare preliminary structural wall plans, identify their locations, and develop typical sections as part of this task. It is anticipated that one short wall maybe necessary along the east side of Juanita Drive NE This task includes development of wall treatment options for the City's considerations.

Deliverables:

- Pictures and descriptions with planning level costs for retaining wall treatment options.
- Four sets of the preliminary structural plans showing wall locations and heights.

3.3 Preliminary Cost Estimate

The Consultant will prepare a conceptual level cost estimate using the plans developed in Tasks 3.1 and 3.2.

Deliverables:

- Conceptual cost estimates

TASK 4: Geotechnical Investigations

The Consultant through its subconsultant will provide Geotechnical engineering services for the project. The Consultant will complete subsurface explorations as a basis for providing PS&E level design recommendations for the preferred alignment. Specific services will include:

4.1 Review Existing Geotechnical Information

Compile and review available information related to the project. The information shall include available published geologic maps, reports, topographic maps, and information that the City may have.

4.2 Subsurface Explorations

Explore the subgrade conditions at:

City of Kenmore – Juanita Drive NE -NE 145th Street.

- Potential retaining wall location along the eastside of Juanita Drive NE for approximately 150 feet north and south of the centerline of NE 145th Street.
- Signal pole locations at the southwest and northeast corners of the intersection of Juanita Drive NE and NE 145th Street.

The borings will be completed using truck mounted hollow stem auger drilling equipment. Consultant will contact and coordinate the field investigations with the utility agencies. For work within the street, the City shall provide necessary flaggers and traffic control. If required, the City shall furnish a street use permit for the borings and develop traffic control plans. For work on private property, the City shall acquire right-of-entry permits from the private property owners.

4.3 Geotechnical Report

Summarize the findings and recommendations in a written final report. Consultant through its subconsultant shall submit three (3) copies of the final soils and geotechnical report to the City for its records. The report shall contain the following:

- A site plan depicting the locations of the borings and the locations of pertinent physical and geological features.
- Boring logs with soil descriptions and the results of the field and laboratory tests.
- Summary descriptions of subsurface conditions, possible re-use of existing on-site material and areas of unsuitable material.
- Recommendations related to earthwork construction procedures and potential constructability constraints.
- Assessment of geologic hazards, impacts and mitigation, as appropriate.
- Seismic criteria consistent with AASHTO guidelines.
- Retaining wall design recommendations.
- Signal pole base recommendation
- Maximum allowable slope for cuts and fills for the roadway construction.

Deliverables:

- Signal pole base recommendations
- Retaining wall recommendations
- Final soils and geotechnical report

TASK 5: Permits and Approvals

Concurrent with the SEPA review process, the Consultant will provide continuing assistance to the City related to the future acquisition of necessary permits and approvals anticipated for the construction of the Juanita Drive NE and NE 145th Street Signal project. Based on the current understanding of the project proposal, the Consultant anticipates that the following permits may be necessary:

City of Kenmore – Juanita Drive NE -NE 145th Street.

- **Clearing and Grading Permit:** A clearing and grading permit will be required from the City of Kenmore due to the extent of clearing and grading activities that will be required.
- **Drainage Review:** Review of the storm water drainage and erosion and sedimentation control plans for the project by the City of Kenmore will be required to assure the project meets state and local storm water management requirements.
- **Right-of-Way Use:** A Right-of-Way Use permit will be required from the City of Kenmore as the proposed project will be within City right-of-way and will have to comply with City standards and regulations.

Permitting will be completed by the city staff with minimal support from the consultant.

TASK 6: PS&E Design

This task will include the development of the interim (70%) plans, 100% plans and final PS&E plans.

Interim 70 % Project Design

The Consultant will prepare the interim project plans including, signal, structural (retaining wall), channelization, intersection, illumination, signing, drainage and erosion control and right-of-way plan. The Consultant will also develop special provisions and cost estimate.

- 6.1.1 Sidewalk Plans, Profiles and Typical Sections:** The Consultant will develop the profile and drainage plans for the intersection improvements, finalize the typical sections, develop cross sections every 25 feet, and finalize intersection layouts based on comments received from the City and the community.
- 6.1.2 Channelization and Signage Plans:** The Consultant will prepare the channelization and signage plans which will include the proposed pavement markings, permanent signing and miscellaneous details
- 6.1.3 Structural Plans (Retaining Wall):** The Consultant will prepare preliminary structural plans for the retaining wall showing location, size and details.
- 6.1.4 Signal and Illumination Plans:** The Consultant will prepare traffic signal control plans and pedestrian signal crossing plans as necessary. This work will include a signal wiring diagram, and a signal pole and foundation schedule using the City's requirements. The plan will include placement for the signal poles and mast arms, traffic signal heads, emergency pre-emption, signal controller, cabinet and foundation, illumination, detection system, conduit, junction boxes, pedestrian push buttons, phasing diagram and wiring details.

King County Roads Division will approve traffic signal installation of the new signal on behalf of the city.
- 6.1.5 Cost Estimate:** The Consultant will calculate quantities and prepare an estimate of construction costs using bid items.
- 6.1.6 Special Provisions:** The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications. The Consultant will prepare the specification package for the project.

City of Kenmore – Juanita Drive NE -NE 145th Street.

6.1.7 Quality Control: The Consultant will conduct an in-house quality review of the plans and specification before they are submitted to the City.

6.1.8 Review Meeting: The Consultant will meet with the City to review their comments on the interim plans.

Deliverables:

- Five sets of Interim 70% Project Plans (11"x17").
- Quantities will be listed as a total unit bid item and will not include per-sheet quantities.
- Five sets of Specifications
- Estimate of Probable Construction

6.2 100% Design and Final PSE

Based on City's comments from their review of the interim plans and specifications, comments received and other improvements included in the property negotiations, the Consultant will prepare the final project design plans including signal, structural (retaining wall), channelization, intersection, illumination, signing, and drainage and erosion control and right-of-way plan. The Consultant will also develop special provisions and cost estimate. It is assumed that there are no major changes from the preliminary design submittal.

6.2.1 Sidewalk Plans, Profiles and Typical Sections: The Consultant will finalize all sidewalk and intersection plans described in 6.1.1.

6.2.2 Channelization and Signage Plans: The Consultant will finalize the channelization and signage plans, which will include the proposed pavement markings, permanent signing and miscellaneous details.

6.2.3 Structural Plans (Retaining Wall): The Consultant will finalize the structural plans for the retaining wall.

6.2.4 Signal and Illumination Plans: The Consultant will finalize all traffic signal control and illumination plans described in 6.1.4.

6.2.5 Cost Estimate: The Consultant will finalize the cost estimate described in 6.1.5.

6.2.6 Special Provisions: The Consultant will finalize the special provisions for project.

6.2.7 Quality Control: The Consultant will conduct an in-house quality review of the final plans and specification before they are submitted to the City.

6.2.8 Review Meeting: The Consultant will meet with the City to review their comments of the final PS&E plans.

Deliverables:

- Five sets of Final 100% Project Plans, Specifications and Construction Estimate for the City and two sets for the consultant team.
- Five sets of cost data back-up calculations.
- Final Project Plans, Specifications and Construction Estimate with Engineer's stamp.
- Electronic (PDF) copy of all drawings, specifications and cost estimate.

6.3 PS&E and Contract Documentation

The Consultant will incorporate City's final review comments into the plans, specifications and cost estimate. The Consultant will prepare camera-ready set of plans, specifications and cost estimate with the Professional Engineer's stamp affixed for the City to print and distribute to Plan Centers and Contractors. The Construction documents will be provided in electronic format for on-line bidding.

Exhibit B

Exhibit B
FIRM: H.W. Lochner, Inc

Client: City of Kenmore
Juanita Drive NE & NE 145th Street Signal Project
Project No :
Date: 5/7/2010

Phase/Task Description	Principal	Project Manager	Project Engineer	Sr. Structural Engineer	CADD Operator	Jr Engineer	Admin.	Sub-consultant	Total Fee
Labor:	Hourly Rate	\$240.00	\$168.00	\$132.10	\$143.43	\$86.38	\$67.63	\$53.61	
Task 1: Project Administration									
1.1 Team Management	2.0	4.0	4.0						\$1,643.54
1.2 Monthly Status/Progress Reports/Invoices		4.0					6.0		\$866.67
1.3 Project Coordination/Progress Meetings		4.0	4.0						\$1,162.41
1.4 Project Close Out		2.0	2.0				4.0		\$795.24
Subtotal	2.0	14.0	10.0	0.0	0.0	0.0	10.0		\$4,568.26
Task 2: Surveying and Base Mapping									
2.1 Horizontal Control									\$0.00
2.2 Vertical Control									\$0.00
2.3 Base Mapping									\$0.00
Concept Engineering, Inc								3,600.0	
Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,600.0	\$3,600.00
Task 3: Preliminary Design (30%)									
3.1 Conceptual Project Plans		4.0	16.0		16.0				\$4,113.34
3.2 Preliminary Structural Plans		2.0		4.0					\$680.73
3.3 Preliminary Cost Estimate			2.0			4.0			\$614.76
Subtotal	0.0	6.0	18.0	4.0	16.0	4.0	0.0		\$5,418.77
Task 4: Geotechnical Investigations									
4.1 Review Existing Information									\$0.00
4.2 Subsurface Explorations									\$0.00
4.3 Laboratory Testing									\$0.00
4.4 Geotechnical Report									\$0.00
GeoEngineers								6,821.0	
Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6,821.0	\$6,821.00
Task 5: Permits and Approvals									
5.1 Permits and Approvals		4.0	0.0						\$634.61
Subtotal	0.0	4.0	0.0	0.0	0.0	0.0	0.0		\$634.61
Task 6: Roadway P&BE Design									
6.1 Interim 70 % Project Design									
6.1.1 Sidewalk Plans/Profiles and Sections		2.0	8.0		16.0	8.0			\$3,440.64
6.1.2 Channelization and Signage Plans		2.0			8.0	8.0			\$1,700.67
6.1.3 Structure Plans		2.0			8.0	12.0			\$2,488.76
6.1.4 Signal and Illumination Plans		2.0	16.0		24.0	8.0			\$6,180.21
6.1.5 Cost Estimate		2.0	4.0	2.0		8.0			\$1,833.27
6.1.6 Special provisions		2.0	8.0			8.0			\$2,074.80
6.1.7 Quality Control		8.0							\$1,288.02
6.1.8 Review Meeting		4.0	2.0						\$998.21
6.2 100% Design									
6.2.1 Sidewalk Plans/Profiles and Sections			8.0		12.0	8.0			\$2,782.10
6.2.2 Channelization and Signage Plans					8.0	4.0			\$1,033.37
6.2.3 Structure Plans				4.0					\$1,688.93
6.2.4 Signal and Illumination Plans		8.0	16.0		24.0	8.0			\$6,180.21
6.2.5 Cost Estimate			4.0			4.0			\$878.50
6.2.6 Special provisions			8.0						\$1,066.80
6.2.7 Quality Control			8.0						\$1,288.02
6.2.8 Review Meeting									\$0.00
Subtotal	0.0	34.0	74.0	14.0	116.0	64.0	0.0		\$32,682.10
Task 7: Bid Assistance									
7.1 Response to Bidders Questions & Summary		2.0	4.0		4.0				\$1,188.84
Subtotal	0.0	2.0	4.0	0.0	4.0	0.0	0.0		\$1,188.84
TOTAL LABOR	2.0	60.0	106.0	18.0	136.0	68.0	10.0	13,321.0	\$57,998.98

DIRECT EXPENSE ITEMS:			
	Rate	Quantity	COST
Mileage	\$0.500	300	\$150.00
Printing	at cost		\$600.00
Reimburs	at cost		\$0.00
Telephone	at cost		\$0.00
Postage	at cost		\$0.00
Subsurface Utility Explorations	at cost	\$1,200.00	\$1,200.00
Miscellaneous	at cost		\$0.00
TOTAL DIRECT EXPENSE ITEMS			\$1,950.00

LABOR \$57,998.98

Direct Expenses \$1,950
Management Reserve Fund 00

Task 8: Management Reserve

TOTAL LABOR & DIRECT EXPENSE ITEMS \$59,948.98

XB. Authorize the City Manager to Execute Interlocal Agreement No.11-C958 with Washington State Parks for Saint Edward State Park Perpetual Easement for Ingress, Egress and Traffic Light

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

EXHIBIT D
CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028-0607
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)