

City of Kenmore



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

City of Kenmore City Council Special Meeting Agenda

5:30 p.m., Monday, January 14, 2013

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

City of Kenmore City Council Regular Meeting Agenda

7:00 p.m., Monday, January 14, 2013

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

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

- I. CALL SPECIAL MEETING TO ORDER**
- II. EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i), Pending Litigation and Potential Litigation**
- III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION**
- IV. ADJOURN SPECIAL MEETING**
- V. CALL REGULAR MEETING TO ORDER**
- VI. ROLL CALL**
- VII. FLAG SALUTE**
- VIII. AGENDA APPROVAL**
- IX. PRESENTATION**
 - A. King County Councilmember (Attorney General Elect) Bob Ferguson
- X. 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.

XI. CONSENT AGENDA

- A. Approve Minutes of the February 6, 2012 Special Council Meeting and March 5, 2012 Special Council Meeting
- B. Approval of Check Nos. 26906-26982 in the Amount of \$346,049.63 and Electronically Transferred Payroll Funds Totaling \$63,731.91 for the Period Ending November 30, 2012
- C. Approval of Check Nos. 26983-27065 in the Amount of \$891,574.30 and Electronically Transferred Payroll Funds Totaling \$63,731.91 for the Period Ending December 21, 2012
- D. Approval of Check Nos. 27066-27121 in the Amount of \$328,636.62 and Electronically Transferred Payroll Funds Totaling \$59,642.93 for the Period Ending January 4, 2013
- E. Recieve and File November 2012 Financial Report - Joanne Gregory, Finance & Administration Director
- F. Prosecution Services - Contract No. 10-C862 Amendment #3 with Sarah Roberts - Joanne Gregory, Finance & Administration Director
- G. Washington Fish & Wildlife (WDFW) Restroom Maintenance - Contract No. 12-C1099 - Jennifer Gordon, Public Works Operations Manager
- H. Surface Water and Park Project Assistance - Contract No. 12-C1081 with Osborne Consulting, Inc. - Kris Overleese, Engineering & Environmental Services Director
- I. Traffic Engineering, Transportation, and Park Project Assistance - Contract No. 12-C1082 with Perteet, Inc. - Kris Overleese, Engineering & Environmental Services Director
- J. Real Estate Purchase & Sale Agreement with James & Martha Donovan - Contract No. 12-C1037 Amendment No. 3 - Nancy Ousley, Assistant City Manager (Item added by Council at the meeting.)

XII. PUBLIC HEARING

- A. Public Hearing to Receive Public Testimony Regarding Ordinance No. 13-0353, Extending the Moratorium on Medical Cannibas (Marijuana) Collective Gardens - Debbie Bent, Community Development Director

XIII. BUSINESS AGENDA

- A. Moratorium on Medical Cannabis (Marijuana) Collective Gardens - Adopt Ordinance No. 13-0353 - Debbie Bent, Community Development Director
- B. Appoint Planning Commission Members and Establish Terms - Debbie Bent, Community Development Director
- C. 2013 Annual Docket Work Program for the Planning Commission - Debbie Bent, Community Development Director
 - **Citizen Comments on Comprehensive Plan Amendments**

XIII. BUSINESS AGENDA

• **Council Discussion and Potential Authorization**

- D. 2013 - 2014 Human Services Funding Recommendations - Nancy Ousley, Assistant City Manager
- E. Kenmore Village Marketing Process Update - Nancy Ousley, Assistant City Manager; Paul Sleeth, Colliers International; and Corey Marx, Jones Lang LaSalle

XIV. STAFF REPORT

XV. COUNCILMEMBER COMMENTS/REPORTS

- A. Council Representatives and Alternates for 2013 to SeaShore Transportation Forum and Eastside Transportation Partnership
- B. Coffee with Council - Day and Time

XVI. EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i), Pending Litigation and Potential Litigation

XVII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XVIII. ADJOURN REGULAR MEETING

Upcoming Meetings:

Monday, January 21, 2013 - City Hall Closed due to Martin Luther King, Jr. Day Observance

Tuesday, January 22, 2013 - City Council Regular Meeting/Study Session - 7:00 p.m.

Monday, January 28, 2013 - City Council Regular Meeting - 7:00 p.m.

Monday, January 28, 2013 - Kenmore Transportation Benefit District Board Regular Meeting - 8:30 p.m. (following City Council meeting)

**City of Kenmore, Washington
City Council Special Executive Session Meeting
Minutes
February 6, 2012**

CALL MEETING TO ORDER – Mayor David Baker called the meeting to order at 6:00 p.m.

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

EXECUTIVE SESSION – Mayor David Baker adjourned the special meeting at 6:00 p.m. to an Executive Session Pursuant to RCW 42.30110(1)(g), Evaluate Qualifications of an Applicant for Public Employment and Review Performance of an Employee.

RECONVENE MEETING – Mayor David Baker reconvened the meeting back to the special meeting at 7:15 p.m.

Councilmember Laurie Sperry moved that the Mayor be authorized to initiate a review and/or investigation into certain concerns raised regarding the interaction of the City Manager with City staff, applicants and contractors. Councilmember Milton Curtis seconded the motion. The motion passed 7-0.

Councilmember Glenn Rogers moved that the Finance Director/Human Resources Officer be designated as the City liaison to assist in the coordination and facilitation of any such review/investigation. Councilmember Brent Smith seconded the motion. The motion passed 7-0.

Deputy Mayor Bob Hensel moved that the Mayor be authorized to place the City Manager on paid administrative leave pending any such review and/or investigation. Councilmember Allan Van Ness seconded the motion. The motion passed 7-0.

Councilmember Milton Curtis moved that Council direct the formation of a committee of citizens and business leaders to participate in interviews of candidates for the position of City Manager. Councilmember Glenn Rogers seconded the motion. The motion passed 7-0.

ADJOURNMENT

Mayor David Baker adjourned the meeting at 7:30 p.m.

Mayor David Baker

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting
Minutes
March 5, 2012**

CALL MEETING TO ORDER – Mayor David Baker called the special meeting to order at 6:00 p.m.

ADJOURN TO EXECUTIVE SESSION – Mayor Baker adjourned the meeting at 6:00 p.m. to a Executive Session Pursuant to RCW42.30.110(1)(g), Review Performance of an Employee.

RECONVENE BACK TO SPECIAL MEETING – Mayor Baker reconvened the meeting at 6:11 p.m.

Deputy Mayor Hensel made the following motion: Pursuant to Section10(c) of the 2010 Employment Agreement No. 10-C883 for City Manager, I move that (1) the City Council terminate such Employment Agreement and the employment of the current City Manager, effective April 1, 2012, and (2) the Mayor be requested to give written notice of such termination to the City Manager as soon as possible, but no later than March 16, 2012. Councilmember Van Ness seconded the motion.

Prior to the vote, Deputy Mayor Hensel read the following comment into the record:

On February 24, 2012, the City announced the appointment of Robert Karlinsey as the City’s new City Manager. Mr. Karlinsey will assume his duties on April 23, 2012. Prior to that date, however, he will be reading City laws, regulations and policies, and communicating with City staff and consultants, to enable him to “hit the ground running.”

In mid-2010, our current City Manager, Frederic Stouder, announced that he would be retiring at the end of 2011. Anticipating that the selection of his successor might occur in early 2012 rather than late 2011, the City and Mr. Stouder entered into an employment agreement that extended his term of employment through April 30, 2012. However, the employment agreement allowed the City Council to terminate his employment at any time after March 31, 2012, with pay through April 30, 2012. Because Mr. Karlinsey will start his duties before April 30, 2012, and will be working on City matters during the month of April to facilitate a smooth transition, it is desirable for the City Council to implement the early termination clause of Mr. Stouder’s employment agreement, and to terminate Mr. Stouder’s employment on April 1, 2012.

The motion passed unanimously.

PROCLAMATION

Proclamation Proclaiming March 9, 2012 as Evergreen Healthcare Day in Kenmore.

Mayor Baker read the proclamation into the record on behalf of the City Council.

MOTION

Deputy Mayor Hensel moved to allow Assistant City Manager Nancy Ousley to assume the duties of Acting City Manager from April 1 through April 23, 2012. Councilmember Curtis seconded the motion. The motion passed unanimously.

ADJOURN TO EXECUTIVE SESSION – Mayor Baker adjourned the meeting to a Executive Session Pursuant to RCW 42.30.110(1)(c), Real Property, at 6:17 p.m. He stated that the executive session would last approximately 30 minutes and that no action is anticipated.

ADJOURNMENT

Mayor David Baker adjourned the special meeting at 6:45 p.m.


ATTEST:

Mayor David Baker

Patty Safrin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 26906-26982 which total \$346,049.63, and electronically transferred payroll funds which total \$63,731.91 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

12/11/12

Date


 Finance Director

12/11/12

Date

Check #	Vendor Name	Description	Check Amount
26906	AWC EMPLOYEE BENEFITS	Employee Health Insurance	\$ 36,719.22
26907	CITY OF KENMORE	PERS Reimbursement to City	50.00
26908	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	9,069.11
26909	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	100.00
26910	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,548.06
26911	CITY OF KENMORE FS	Flexible Spending Medical Plans	153.26
26912	BANK OF AMERICA 941	Payroll Taxes	13,164.70
26913	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	10,228.92
26914	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	4,462.33
26915	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	108.00
26916	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
26917	BANNER BANK LD	Framing, Supplies, Parking, Website	805.30
26918	BANNER BANK JG	Wellness Supplies	26.24
26919	BANNER BANK KENMORE	Monitor, Supplies, Business Mtg Exp	402.57
26920	BANNER BANK BAKER	Business Mtg & Appreciation Events	259.85
26921	BANNER BANK ROGERS	Parking	8.00
26922	BANNER BANK PS	Training Registration, Supplies	300.65
26923	KENMORE COMMERCIAL LLC	Security Deposit/ First Month Lease	4,675.00
26924	CASCADE PEST CONTROL	Rhododendron Park Monthly Service	142.35
26925	CITY OF LAKE FOREST PARK	Billing for Seasonal Work	14,325.01
26926	CITY OF LAKE FOREST PARK	November Public Works Maintenance	61,712.36
26927	CLYDE/WEST	Street Sweeper Parts	112.71
26928	COASTWIDE LABORATORIES	Auto Scrubber Repairs, Supplies	421.58
26929	CONSOLIDATED PRESS	4th Qtr 2012 Newsletter	2,925.69
26930	DAILY JOURNAL OF COMMERCE	Advertising 10/22-11/16	1,467.50
26931	ALLIED WASTE SERVICES #172	Nov. Rhododendron Park & City Hall	787.91
26932	FRUHLING SAND & TOPSOIL	Brush Dumping 76th Pl Tree Cleanup	105.00
26933	CALPORTLAND COMPANY	Sand for Sand Bags	604.97
26934	INSLEE, BEST, DOEZIE & RYDER, P.S.	October Attorney Services	33,972.44
26935	PENDLETON, MICHAEL	City Manager Consulting Service	1,147.01

XIB. Approval of Check Nos. 26906-26982 in the Amount of \$346,049.63 and Electronically Transferred Payroll Funds Totaling

26936	MR. T'S TROPHIES	Recognition Awards/ Council Plates	424.65
26937	NEXTEL COMMUNICATIONS	10/25-11/24/12 Cell Phone Charges	383.22
26938	NORTHSHORE UTILITY DIST	9/15-11/15 Utility Bills	35,443.62
26939	OFFICE MAX	Office Supplies	83.90
26940	PACIFIC TOPSOILS	Debris - Green Waste 10/31-11/16	561.65
26941	PUGET SOUND ENERGY	Electricity & Street Light Bills	6,415.42
26942	CEMEX	Materials - Asphalt	150.02
26943	SEATTLE TIMES	October Advertising	1,125.16
26944	SUBURBAN CITIES ASSOC	SCA Annual Meeting	45.00
26945	TOTAL LANDSCAPE CORP	City Hall & Parks Landscaping	5,002.61
26946	WA CITIES INSURANCE AUTHORITY	Notary Bond Renewal - K. Hicks	50.00
26947	WA STATE DEPT OF TRANSPORTATION	Sept. Signal Maint 68th & 175th-181st	71.36
26948	WA STATE DEPT OF TRANSPORTATION	Oct Signal Maint 68th & 175th -181st	5,974.36
26949	COLUMBIA RIDGE LANDFILL	Nov. Dump Fees	1,296.19
26950	ACF WEST INC	Sand Bags	591.30
26951	AURORA RENTS	Rental for Pothole Repairs	123.19
26952	SEES TREES AND EXCAVATION INC	Tree Work/ Removal & Clean Up	3,805.82
26953	AMERICAN PLANNING ASSOCIATION	Website Listing - Parks Project Mgr	50.00
26954	MAIL FINANCE	12/14/12-1/13/13 Postage Machine	250.76
26955	TELESYSTEMS WEST	10/30 Service-Night Ring & Messages	147.83
26956	HDR	7/29-8/25 SR522 Ph 1 Const Mgmt	1,295.01
26957	QUALITY BUSINESS SYSTEMS	Oct. Lease Model X765Z Copier	559.26
26958	COMMERCIAL SOUND, INC.	Troubleshoot Council Microphone	205.32
26959	SHRED-IT	11/21/12 Shredding Service	49.50
26960	ALCALDE & FAY	Govt Affairs Consulting 11/15-12/15	5,012.91
26961	KVO INDUSTRIES, INC	Park Sign	665.00
26962	SUNBELT	Compressor Rental - Irrigation	176.08
26963	SAWYER, RICHARD	Reimbursement - Field Boots	150.00
26964	PHSI PURE WATER FINANCE	Qtrly Bill thru 12/7/12	301.89
26965	FRONTIER	11/28-12/27/12 City Hall Phone	760.63
26966	ASBESTO-TEST, INC	Abagobez Property Testing	560.00
26967	EARTHCORPS	Oct. Squire's Landing Project	11,220.02
26968	INDEPENDENT STATIONERS	Office Supplies/ Calendars	156.71
26969	SCHINDLER ELEVATOR CORPORATION	12/1/12-5/31/13 Billing	897.13
26970	WELLS FARGO FINANCIAL	12/10/12 - 1/10/13 Xerox	1,606.86
26971	MILLER STEPHENS, MARY	November Sno Cty Public Defense Svcs	1,250.00
26972	HIGHLAND EST COFFEE TRADERS/CANTEEN	Coffee Supplies	130.76
26973	SPINNAKER STRATEGIES	10/9-11/21 Ken Vill Svcs 12-C1036	6,386.70
26974	HWA GEOSCIENCES INC.	61st/181st Material Testing & Svcs	6,983.67
26975	KBA INC.	Oct. Inspection & Office Support Svcs	34,680.06
26976	CRITTER CONTROL OF SEATTLE	Rodent Abatement/ 4 Properties	258.44
26977	ALPHAGRAPHICS US718	Bus. Cards - Ousley/Karlinsey/4 Police	280.44
26978	EVERGREEN FIRE AND SAFETY, INC.	Annual Fire Extinguisher Certification	122.91
26979	GOODSELL POWER EQUIPMENT #2 INC.	City Hall Pressure Washer/ Blower	1,506.67
26980	JOHNSTON'S INC.	Materials & Installation of Lights	3,068.36
26981	WASHINGTON TOURISM ALLIANCE	WTA Membership	1,000.00
26982	INSLEE, BEST, DOEZIE & RYDER, P.S.	Oct. Transportation Benefit Dist Chgs	3,688.50
11/30/2012	PAYROLL	Direct Deposit	63,731.91
			<u>\$ 409,781.54</u>

XIB. Approval of Check Nos. 26906-26982 in the Amount of
\$346,049.63 and Electronically Transferred Payroll Funds Totaling

2012	PRIOR VENDOR ACTIVITY	Previous YTD
	3CMA	800.00
	A+ CONFERENCING	198.42
	AA PARTY RENTALS	1,453.06
	AAA FLAG & BANNER MFG. CO., INC.	8,977.33
	AABCO BARRICADE COMPANY INC.	6,994.97
	ACTION ENTERTAINMENT	1,790.00
	ACTIVE SHOOTER TRAINING LLC	575.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	845.00
	ADVANCE TESTING & SERVICE INC	540.00
	AFLAC	4,926.50
	AFLAC	487.65
	ALCALDE & FAY	50,612.55
	ALCO PRO, INC.	559.00
	ALLIANCE FOR INNOVATION	499.00
	ALLIANCE OF PEOPLE W/ DISABILITIES	1,443.50
	ALLIED WASTE SERVICES #172	9,846.05
	ALLPLAY SYSTEMS LLC	3,379.17
	ALPHA COURIER SERVICES	38.01
	ALTA MAXINE MELVIN	8,126.00
	AM TEST, INC	1,970.00
	AMERICAN GENERAL	5,608.95
	AMERICAN PLANNING ASSOCIATION	842.00
	AMERICAN PUBLIC WORKS ASSOCIATION	850.00
	AMERICAN SOCIETY OF COMPOSERS	311.52
	ANCHOR QEA, LLC	9,748.75
	ARTS OF KENMORE	500.00
	ASBESTO-TEST, INC	1,800.00
	ASP, ANGELA	52.50
	ASPLUNDH	3,701.10
	ASSOCIATION OF WA CITIES	14,058.00
	AT WORK	1,804.50
	AURORA RENTS	368.40
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	363,207.82
	BAKER, DAVID	1,704.99
	BAKER, DAVID	107.12
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	289,540.21
	BANNER BANK BAKER	3,149.58
	BANNER BANK BH	2,606.83
	BANNER BANK CS	5,838.67
	BANNER BANK DB	683.45
	BANNER BANK JG	3,508.99
	BANNER BANK JGORDON	6,983.24
	BANNER BANK KENMORE	25,503.23
	BANNER BANK LB	864.62

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BANNER BANK	LD	3,051.81
BANNER BANK	NO	7,239.01
BANNER BANK	PS	139.49
BANNER BANK	ROGERS	440.48
BANNER BANK	VAN NESS	2,949.28
BARCLAY DEAN		711.75
BARKER MARTIN IOLTA TRUST		3,000.00
BARTON, ANDREW		1,641.29
BASTYR UNIVERSITY		50,000.00
BEEGEE TOLPA		700.00
BENT, DEBORAH A		576.00
BIS		3,415.00
BLACKBAUD		4,956.23
BLUE FLAME LLC		28.14
BLUE WAVE CONSTRUCTION, INC		2,273.22
BONOMI, ANGELO		380.93
BRABEC, MARY		3,500.00
BRAVO ENVIRONMENTAL SERVICE		79,070.75
BRISBIN PROJECTS		8,458.20
BUCHER, WILLIS & RATLIFF		14,000.00
BUILDERS EXCHANGE OF WASHINGTON INC		222.25
BULGER SAFE & LOCK, INC.		745.34
CALPORTLAND COMPANY		1,143.00
CARLSON, THOMAS G.		653.44
CASCADE PEST CONTROL		1,423.50
CATHOLIC COMMUNITY SERVICES		2,887.00
CB RICHARD ELLIS, INC		7,750.00
CEDARBROOK		287.55
CEMEX		2,599.33
CENTER FOR HUMAN SERVICES		22,806.75
CHAMPION COURIER		21.72
CHANDLER, RONALD		937.47
CHIEF LAW ENFORCEMENT SUPPLY		160.41
CHILDERS, MARK		185.00
CITY OF BELLEVUE		195,229.59
CITY OF KENMORE		1,000.00
CITY OF KENMORE FS		3,577.58
CITY OF LAKE FOREST PARK		619,410.15
CITY OF SHORELINE		2,389.07
CITY OF VANCOUVER		250.00
CLARITY SIGNS		4,046.93
CLEARWIRE LEGACY, LLC		1,214.00
CLYDE/WEST		1,254.02
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,342.81
CODE 4 PUBLIC SAFETY EDUCATION		99.00
CODE PUBLISHING COMPANY		15,605.82
COLT DEFENSE, LLC		450.00
COLUMBIA RIDGE LANDFILL		11,833.28

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COMCAST	1,285.90
COMMERCIAL SOUND, INC.	205.32
COMPASS POINTE CONDOMINIUM HOA	23,500.00
CONSEJO COUNSELING & REF	2,526.00
CONSOLIDATED PRESS	5,209.65
COX PRINTING & SIGNS	235.43
CPSWQ	100.00
CRITTER CONTROL OF SEATTLE	358.08
CROWN PRODUCTS LLC	1,441.60
CSAT, LLC	800.00
CUSTER SPORTSMEN'S CLUB, INC	340.00
DAILY JOURNAL OF COMMERCE	1,740.85
DANSOUND INC	6,843.77
DAY & NITE PLUMBING & HEATING	3,259.82
DAY WIRELESS SYSTEMS	207.62
DEPARTMENT OF ECOLOGY	10,831.60
DEPARTMENT OF LABOR AND INDUSTRIES	31,814.62
DEPARTMENT OF LICENSING	18,339.20
DEPARTMENT OF RETIREMENT SYSTEMS	223,719.71
DIGITAL REPROGRAPHICS SERVICES INC.	410.01
DIVISION 9 INC.	1,782.36
DRS 457	38,275.00
DUNN LUMBER COMPANY	458.97
DURRANT, JEFF	168.00
EARTHCORPS	842.03
EFFICIENCY INC	967.98
EJ USA, INC.	2,092.42
ELWAY RESEARCH, INC.	8,300.00
EMERGENCY FEEDING PROGRAM	1,804.50
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ENTERPRISE SEATTLE	5,000.00
ENTERTAINMENT FIREWORKS INC	12,050.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,956.50
ESA ADOLFSON	5,851.93
ESPRESSO WORKS	75.00
EVERGREEN PRINT SOLUTIONS	910.67
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,491.61
EXPRESS CONSTRUCTION COMPANY LLC	300.00
EXTREME PROMOTIONS	767.98
FAST WATER HEATER	24.21
FAZZARI MARKETING	123.63
FEDEROV, LYUBIM	5,063.50
FEDEX OFFICE	62.33
FERGUSON ENTERPRISES INC	6,489.02
FINANCIAL CONSULTANTS INT'L INC	76.02
FIRE CHIEF EQUIPMENT CO., INC.	6,369.22
FIRE PROTECTION, INC	4,245.05

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FIRST AMERICAN TITLE	594.60
FIRST ROMANIAN CHURCH	3,706.00
FLEX ONE/AFLAC BENEFIT SERVICES	550.00
FOMOCO, LLC	396.00
FPOD LLC	15,000.00
FRAUSE	5,210.77
FRONTIER	10,024.48
FRUHLING SAND & TOPSOIL	1,894.02
FULL MAINTENANCE GARDENING	3,734.00
GALLS, LLC	26.25
GEOENGINEERS INC	3,561.50
GEOLINE, INC	257.30
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	36,363.71
GOVERNMENT FINANCE RESEARCH GROUP	2,185.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAINGER	1,034.87
GRAY & OSBORNE, INC	48,077.34
GREATER BOTHELL CHAMBER OF COMMERCE	575.00
GREENWOOD HEATING & AC	39.45
GREGORY, JOANNE	695.15
H.W. LOCHNER, INC.	212,124.60
HAMPSON, BRYAN	2,500.00
HARRIS COMPUTER SYSTEMS	6,569.74
HARRIS, LESLIE	3,519.21
HAWAII MUSIC LIVE	2,000.00
HAWTHORNE LANE LLC	22,162.50
HDR	39,907.16
HERO HOUSE	1,119.00
HIGHLAND EST COFFEE TRADERS/CANTEEN	1,799.32
HOME DEPOT CREDIT SERVICES	1,056.53
HONEY BUCKET	840.98
HOPE HEALTH/IHAC	65.19
HOPELINK	41,166.75
HORIZON DISTRIBUTORS INC	268.93
HWA GEOSCIENCES INC.	5,930.82
ICMA RETIREMENT TRUST 457 - 304745	54,115.57
ICOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	2,892.22
INGALLINAS BOX LUNCH	159.76
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INSLEE, BEST, DOEZIE & RYDER, P.S.	258,534.12
INSTITUTE FOR FAMILY DEVELOPMENT	8,661.00
INTEGRA TELECOM	8,467.47
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,204.57
INTERNATIONAL INST OF MUNI CLERKS	175.00
iWORQ SYSTEMS	4,800.00
J TAYLOR CONSULTING, LLC	10,219.35

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JACOBSON, BETTS & COMPANY	5,830.40
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	3,223.45
JOY KILLS SORROW	1,500.00
JOYCE ZIKER PARKINSON	38,980.00
JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	259,174.52
KARLINSEY, ROB	4,592.20
KAUBOY PRODUCTIONS LLC	400.00
KBA INC.	68,747.24
KEEP POSTED INC	220.00
KELLY PRINTING & GRAPHICS	1,878.51
KENMORE AIR	275.00
KENMORE CAMERA	1,729.68
KENMORE ELEMENTARY PTA	3,849.34
KENMORE HERITAGE SOCIETY	225.00
KESSELRING'S	343.47
KING COUNTY	200.00
KING COUNTY W.L.R.D.	130,930.12
KING COUNTY ANIMAL SVCS	3,380.00
KING COUNTY D.D.E.S.	13.24
KING COUNTY DISTRICT COURT	39,266.00
KING COUNTY FINANCE	743,291.77
KING COUNTY FINANCE/ GIS	2,313.21
KING COUNTY LIBRARY SYS	220,842.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	9,977.62
KING COUNTY RADIO COMM SERVICES	1,418.90
KING COUNTY RECORDER'S OFFICE	773.00
KING COUNTY SHERIFF	2,531,255.15
KING COUNTY SUPERIOR COURT	5,400.00
KING COUNTY TREASURY	42,970.40
KOMPAN, INC	471.40
KONICA MINOLTA BUSINESS SOLUTIONS	5,461.80
KRAUSS CRAFT, INC.	20,896.63
KREIDLER FAMILY TRUST	24,701.00
LAKE CITY PICTURE FRAMING	59.13
LANTER ELECTRIC	13,600.00
LAWRENCE, HENRY	752.54
LEONARD, JAMES & MICHELE	207.22
LIGHTHOUSE CONSULTING INC	25,665.06
LIGHTING GROUP NORTHWEST	16,880.52
MAIL FINANCE	2,507.60
MAILSAFE LLC	1,461.83
MCALLISTER, TERESA	58.83
McKEE & SCHALKA	4,000.00
MILLER STEPHENS, MARY	11,250.00
MILNE ELECTRIC, INC	210.00

XIB. Approval of Check Nos. 26906-26982 in the Amount of
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MINZGHOR, NICHOLAS	2,636.98
MOBILE ELECTRICAL DISTRIBUTORS INC	136.94
MR. T'S TROPHIES	1,072.88
MUNICIPAL RESEARCH & SERVICES CINTER	40.00
NAMI EASTSIDE	1,155.00
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,160.04
NATIONAL IMPRINT CORPORATION	1,001.72
NATIONAL LEAGUE OF CITIES	2,674.00
NATIONAL LIFE OF VERMONT	3,144.49
NATIONWIDE FINANCIAL 401a	248,105.02
NATIONWIDE RETIREMENT SOLUTIONS 457	16,410.00
NEXTEL COMMUNICATIONS	7,784.82
NEXXPOST	58.21
NORTH COAST ELECTRIC	1,192.72
NORTHSHORE FIRE DEPT	6,929.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE SCHOOL DISTRICT	333.53
NORTHSHORE SENIOR CENTER	17,322.00
NORTHSHORE UTILITY DIST	79,461.01
NORTHSHORE YMCA	5,121.00
NORTHSHORE YOUTH & FAMILY SERVICES	21,651.75
NRC ENVIRONMENTAL SERVICES, INC.	2,059.86
OAC SERVICES, INC	2,356.25
OAKSTONE WELLNESS	128.07
O'CONNOR CONSULTING GROUP	1,950.00
OCSI TRAINING, INC.	75.00
OFFICE CLEANING CREW	8,640.00
OFFICE MAX	7,565.02
OFFICE TEAM	1,304.66
OLYMPIC ENVIRONMENTAL RESOURCES INC	41,407.77
OM WORKSPACE	858.47
ORB ARCHITECTS	94,287.84
OTAK	56,776.57
OUSLEY, NANCY	821.33
OVERLEESE, KRISTEN	498.94
PACIFIC RIM ENVIRONMENTAL, INC	798.56
PACIFIC TOPSOILS	9,748.77
PANEFULLY CLEAN LLC	2,285.00
PASSPORT TRAVEL AND TOURS	12,713.12
PAWS	6,560.00
PENDLETON, MICHAEL	7,476.13
PEOPLES STORAGE	1,858.50
PERKINS COIE	109.00
PERTEET INC.	39,873.97
PETERSON, JANET	550.00
PETTY CASH CUSTODIAN	1,263.60
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	905.67

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PLYWOOD SUPPLY INC	511.97
PORTER, GREG H.	125.00
PRIDE ELECTRIC INC	2,207.72
PRIMA PLUMBING	955.50
PRIME PACIFIC BANK	60.00
PROTECTION TECHNOLOGIES, INC	6,955.27
PROTHMAN COMPANY	14,247.96
PRUDENTIAL	373.13
PSR MECHANICAL	2,256.81
PUGET SOUND BUSINESS JOURNAL	95.00
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	495,625.30
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REGIONAL COUNCIL	7,373.00
PURDY, MICHAEL E.	3,600.00
QUALITY BUSINESS SYSTEMS	6,396.89
RAINIER INDUSTRIES, LTD.	27,922.50
RANDALL, BRIAN	387.12
RAZZ CONSTRUCTION	667,866.82
RCS VALUATION CORP	750.00
RICHARDSON, ZACK	676.28
ROGERS, GLENN	2,507.79
ROLLABELS	37.15
RONGERUDE, JOHN	150.00
SARAH ROBERTS	90,900.00
SCHADEMAN HOMES LLC	7,500.00
SCHINDLER ELEVATOR CORPORATION	897.13
SCHNEE, CARLA	30.52
SEATTLE TIMES	6,514.42
SEES TREES AND EXCAVATION INC	12,811.67
SEITZ, DON	92.01
SESAC	15.00
SEWER KNOWLEDGE SERVICES	900.00
SHERWIN-WILLIAMS CO. #8099	150.75
SHRED-IT	544.50
SIGNS NOW	93.63
SIMPSON, ARTHUR	150.00
SITELINES	3,461.30
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	257,754.82
SOUND LAW CENTER	2,233.00
SOUND PUBLISHING, INC.	4,910.74
SOUND SAFETY PRODUCTS, INC.	233.43
SPERRY, LAURIE	55.74
SPINNAKER STRATEGIES	36,459.70
ST EDWARD STATE PARK	10,379.17
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STAPLES ADVANTAGE	278.15
STARLIGHT CHILDRENS FOUNDATION	190.00

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STATE OF FLORIDA DISBURSEMENT UNIT	6,325.00
STATE OF WA DEPARTMENT OF LICENSING	30.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	24,800.00
STEWART MACNICHOLS HARMELL, INC.	6,100.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,722.64
SUNBELT	259.13
SUSSMAN/PREJZA & CO, INC	3,147.90
TALAKAI CONSTRUCTION, LLC	16,720.00
TELESYSTEMS WEST	492.75
TERREBONNE LIMITED	321.27
THE BILLIONS CORPORATION	2,000.00
THE BROTHERS COMATOSE	1,500.00
THE FRAUSE GROUP, INC.	787.00
THE KIPLINGER TAX LETTER	99.00
THE SWEETBACK SISTERS	1,750.00
THE WATERSHED COMPANY	1,842.50
TIMEMARK INCORPORATED	136.92
TOTAL LANDSCAPE CORP	54,209.00
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	2,592.88
TRANE U.S. INC.	8,931.35
TYCO INTEGRATED SECURITY	623.08
TYMCO, INC.	186,275.00
UNITED RENTALS NW, INC	178.49
UNITED STATES POSTMASTER	3,253.41
UNITED WAY OF KING COUNTY	986.00
UNITY ELECTRIC	870.53
UNIVERSAL FIELD SERVICES	12,953.96
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	3,971.41
VAN NESS FELDMAN, P.C.	14,239.17
VAN NESS, ALLAN	2,951.95
VERGARA, FELIPE & RUBY	4,500.00
VERIZON SELECT SERVICES INC.	724.86
VERIZON WIRELESS	2,830.03
VOID	-
W.S.S.O. Advanced Training	500.00
WA ASSOC OF CODE ENFORCEMENT	275.00
WA CITIES INSURANCE AUTHORITY	148,699.00
WA FINANCE OFFICERS ASSOCIATION	550.00
WA GUARANTEED EDUCATION TUITION	4,565.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	11,186.17
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	35,633.75
WAGE WORKS	50.00

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WASHINGTON ENERGY SERVICES	56.28
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	5,463.32
WASHINGTON STATE DEPT OF REVENUE	7,981.38
WASHINGTON STATE OFFICE CASH MGMT	531.00
WASHINGTON STATE PATROL	50.00
WASHINGTON STATE TREASURER	30.00
WELLS FARGO FINANCIAL	8,232.74
WELWEST CONSTRUCTION INC.	66,170.35
WESTERN METAL ART & SIGN	557.14
WESTHOFF, DOUG	2,500.00
WESTOWER COMMUNICATIONS	3,741.99
WETLANDS & WOODLANDS INC	2,029.86
WILDCLIFFE SHORES ASSOCIATION	1,677.00
WONDERLAND DEVELOPMENT	8,299.50
ZONAR SYSTEMS	525.33
ZORNES, GARY	547.40
ZUMAR	268.71

\$ 10,630,143.35

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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 26983-27065 which total \$891,574.30, and electronically transferred payroll funds which total \$63,731.91 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

12/26/12
 Date


 Finance Director

12/24/12
 Date

Check #	Vendor Name	Description	Check Amount
26983	RAZZ CONSTRUCTION	181st St. Culvert 10/16-11/16/12	\$ 45,968.12
26984	CITY OF KENMORE	PERS Reimbursement to City	50.00
26985	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,251.58
26986	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	100.00
26987	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,548.06
26988	DRS 457	Deferred Comp Payroll Deduction	1,762.50
26989	CITY OF KENMORE FS	Flexible Spending Medical Plans	153.26
26990	BANK OF AMERICA 941	Payroll Taxes	16,499.32
26991	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	12,318.36
26992	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
26993	BAKER, DAVID	Mileage/ Travel Reimbursement	70.49
26994	BAKER, SHERI	Reimburse Tree Decoration Expenses	53.13
26995	BRAVO ENVIRONMENTAL SERVICE	Emergency Vactor Work	1,141.25
26996	CARLSON, THOMAS G.	3rd Qtr Sales Tax Audit	178.36
26997	COASTWIDE LABORATORIES	Facility Maintenance Supplies	618.63
26998	CROWN PRODUCTS LLC	Dog Waste Bags for Parks	556.10
26999	FIRST AMERICAN TITLE	Trib 0057 Channel Reloc. Easement	272.00
27000	CALPORTLAND COMPANY	Sand for Sandbags	375.62
27001	GRAY & OSBORNE, INC	11/11-12/8 On Call Surface Water Svcs.	397.95
27002	H.W. LOCHNER, INC.	522 Improvements/ 145th Traffic Signal	23,544.23
27003	JET CITY PRINTING	City Logo/ Window Envelopes	108.09
27004	KING COUNTY W.L.R.D.	Jul. - Dec. 2012 1996 Debt Svc Interest	9,611.74
27005	KING COUNTY ANIMAL SVCS	Pet Licensing 11/13-12/6/12	380.00
27006	KING COUNTY FINANCE	November Road Services	16,653.50
27007	KING COUNTY FINANCE	November Community Work Program	5,719.00
27008	KING COUNTY FINANCE	WRIA 8 - 2nd Trimester 2012	2,208.66
27009	SOUND PUBLISHING, INC.	November Advertising	879.72
27010	KING COUNTY SHERIFF	November Police Services	249,084.17
27011	KING COUNTY SHERIFF	December Police Services	249,084.13
27012	LIGHTHOUSE CONSULTING INC	November Software & IT Services	2,024.28
27013	NEXXPOST	Ink Cartridge for Postage Machine	187.92
27014	NORTHSHORE FIRE DEPT	November Fire Marshal Review	180.00
27015	NORTHSHORE UTILITY DIST	November Fuel/ Vehicle Maintenance	3,204.21

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27016	OFFICE MAX	Office/ Breakroom Supplies	790.08
27017	OTAK	Juanita/68th Prof. Svcs. through 10/5/12	3,234.52
27018	PRIDE ELECTRIC INC	Electrical Repairs	672.33
27019	PUGET SOUND ENERGY	10/30-11/29 Electric Bills	9,149.13
27020	CEMEX	Pothole Repair Materials	136.89
27021	SEATTLE TIMES	November Advertising	828.87
27022	STEWART MACNICHOLS HARMELL, INC.	November Public Defender Services	3,000.00
27023	WASHINGTON STATE DEPT OF INFO SERV	November List Serv	175.00
27024	WASHINGTON STATE DEPT OF REVENUE	Sales Tax Due	54.52
27025	WA STATE DEPT OF TRANSPORTATION	Electrical Reviews & NEPA Reviews	4,466.90
27026	COLUMBIA RIDGE LANDFILL	Dump Fees 11/15-11/30/12	1,385.39
27027	DANSOUND INC	Sound for Tree Lighting Event	657.00
27028	AMERICAN SOCIETY OF COMPOSERS	8/15/12-8/14/13 Broadcasting Fee	326.87
27029	BANNER BANK LD	Supplies/ Social Media	543.00
27030	BANNER BANK CS	Supplies for Seminar	28.36
27031	DIGITAL REPROGRAPHICS SERVICES INC.	Copies/ Prints	218.47
27032	BANNER BANK DB	Advertising for Parks Project Manager	231.00
27033	QUALITY BUSINESS SYSTEMS	11/1-12/1/12 Model X765Z Copier	400.03
27034	BANNER BANK JG	Supplies/ Business Mtg/ Advertising	716.47
27035	PRIME PACIFIC BANK	Plumbing/Const. Exp. SR522 Ph1	4,927.90
27036	BIS	December Web Hosting	175.00
27037	GREGORY, JOANNE	Exp. Reimbursement Oct - Dec	151.35
27038	A+ CONFERENCING	Conference Call 12/5/12	29.90
27039	BANNER BANK JGORDON	Supplies/ Rain Gear	279.46
27040	COMCAST	Internet 12/14-1/13	116.90
27041	GORDON THOMAS HONEYWELL	Nov. Governmental Affairs Services	3,535.72
27042	TOWNE CENTRE HARDWARE	Maintenance Supplies	33.69
27043	SARAH ROBERTS	Oct/ Nov Prosecution & D.V. Services	20,200.00
27044	INTEGRA TELECOM	City Hall Phone Svc 12/8/12-1/7/13	780.64
27045	EARTHCORPS	Squires Landing Clearing/ Mulching	4,743.85
27046	PAWS	Nov. Animal Sheltering Svcs	480.00
27047	INDEPENDENT STATIONERS	Office Supplies	56.57
27048	SNOHOMISH COUNTY SHERIFF'S OFFICE	Nov. Jail Service Fees	29,012.11
27049	SNOHOMISH COUNTY SHERIFF'S OFFICE	Nov. Medication Charges	502.84
27050	BROADCAST MUSIC, INC.	Broadcasting Fee	320.00
27051	VERIZON WIRELESS	Cell Phones/ I-Pad Data 11/27-12/26	725.17
27052	ANCHOR QEA, LLC	Jul-Oct Navigation Channel Sampling	29,346.78
27053	KBA INC.	Nov. 181st Signal & Culvert Replacement	26,910.92
27054	BANNER BANK PS	Notary Seals	182.50
27055	RAZZ CONSTRUCTION	Nov. Const. Svcs. 61st/ 181st	79,509.72
27056	PETERSON, JANET	Ergonomic Presentation/ Evaluations	1,110.00
27057	OVERLEESE, KRISTEN	Boot Reimbursement	93.05
27058	WAGE WORKS	Nov. Flex Plan Service Charge	50.00
27059	KARLINSEY, ROB	Reimburse Tree & Stand Expense	255.97
27060	GOODSELL POWER EQUIPMENT #2 INC.	Snow Blower	2,162.84
27061	INNOVAC	CCTV Service 11/27/12	1,201.76
27062	KINGS HEATING	Refund Mechanical Permit	39.45
27063	MENDREY, DENNIS & BARBARA	Refund for withdrawn comp plan	200.00
27064	PHOENIX ART RESTORATION	Artwork Cleaning @ City Hall	876.00
27065	TILOBEN PUBLISHING CO., INC.	Parks Project Manager Advertising	90.00
12/14/12	PAYROLL	Direct Deposit	74,285.58
			<u>\$ 965,859.88</u>

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2012	PRIOR VENDOR ACTIVITY	Previous YTD
	3CMA	800.00
	A+ CONFERENCING	198.42
	AA PARTY RENTALS	1,453.06
	AAA FLAG & BANNER MFG. CO., INC.	8,977.33
	AABCO BARRICADE COMPANY INC.	6,994.97
	ACF WEST INC	591.30
	ACTION ENTERTAINMENT	1,790.00
	ACTIVE SHOOTER TRAINING LLC	575.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	845.00
	ADVANCE TESTING & SERVICE INC	540.00
	AFLAC	5,414.15
	ALCALDE & FAY	55,625.46
	ALCO PRO, INC.	559.00
	ALLIANCE FOR INNOVATION	499.00
	ALLIANCE OF PEOPLE W/ DISABILITIES	1,443.50
	ALLIED WASTE SERVICES #172	10,633.96
	ALLPLAY SYSTEMS LLC	3,379.17
	ALPHA COURIER SERVICES	38.01
	ALPHAGRAPHICS US718	280.44
	ALTA MAXINE MELVIN	8,126.00
	AM TEST, INC	1,970.00
	AMERICAN GENERAL	5,608.95
	AMERICAN PLANNING ASSOCIATION	892.00
	AMERICAN PUBLIC WORKS ASSOCIATION	850.00
	AMERICAN SOCIETY OF COMPOSERS	311.52
	ANCHOR QEA, LLC	9,748.75
	ARTS OF KENMORE	500.00
	ASBESTO-TEST, INC	2,360.00
	ASP, ANGELA	52.50
	ASPLUNDH	3,701.10
	ASSOCIATION OF WA CITIES	14,058.00
	AT WORK	1,804.50
	AURORA RENTS	491.59
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	399,927.04
	BAKER, DAVID	1,812.11
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	302,704.91
	BANNER BANK BAKER	3,409.43
	BANNER BANK BH	2,606.83
	BANNER BANK CS	5,838.67
	BANNER BANK DB	683.45
	BANNER BANK JG	3,535.23
	BANNER BANK JGORDON	6,983.24
	BANNER BANK KENMORE	25,905.80
	BANNER BANK LB	864.62
	BANNER BANK LD	3,857.11

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BANNER BANK	NO	7,239.01
BANNER BANK	PS	440.14
BANNER BANK	ROGERS	448.48
BANNER BANK	VAN NESS	2,949.28
BARCLAY DEAN		711.75
BARKER MARTIN IOLTA TRUST		3,000.00
BARTON, ANDREW		1,641.29
BASTYR UNIVERSITY		50,000.00
BEEGEE TOLPA		700.00
BENT, DEBORAH A		576.00
BIS		3,415.00
BLACKBAUD		4,956.23
BLUE FLAME LLC		28.14
BLUE WAVE CONSTRUCTION, INC		2,273.22
BONOMI, ANGELO		380.93
BRABEC, MARY		3,500.00
BRAVO ENVIRONMENTAL SERVICE		79,070.75
BRISBIN PROJECTS		8,458.20
BUCHER, WILLIS & RATLIFF		14,000.00
BUILDERS EXCHANGE OF WASHINGTON INC		222.25
BULGER SAFE & LOCK, INC.		745.34
CALPORTLAND COMPANY		1,747.97
CARLSON, THOMAS G.		653.44
CASCADE PEST CONTROL		1,565.85
CATHOLIC COMMUNITY SERVICES		2,887.00
CB RICHARD ELLIS, INC		7,750.00
CEDARBROOK		287.55
CEMEX		2,749.35
CENTER FOR HUMAN SERVICES		22,806.75
CHAMPION COURIER		21.72
CHANDLER, RONALD		937.47
CHIEF LAW ENFORCEMENT SUPPLY		160.41
CHILDERS, MARK		185.00
CITY OF BELLEVUE		195,229.59
CITY OF KENMORE		1,050.00
CITY OF KENMORE FS		3,730.84
CITY OF LAKE FOREST PARK		695,447.52
CITY OF SHORELINE		2,389.07
CITY OF VANCOUVER		250.00
CLARITY SIGNS		4,046.93
CLEARWIRE LEGACY, LLC		1,214.00
CLYDE/WEST		1,366.73
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,764.39
CODE 4 PUBLIC SAFETY EDUCATION		99.00
CODE PUBLISHING COMPANY		15,605.82
COLT DEFENSE, LLC		450.00
COLUMBIA RIDGE LANDFILL		13,129.47
COMCAST		1,285.90
COMMERCIAL SOUND, INC.		410.64

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COMPASS POINTE CONDOMINIUM HOA	23,500.00
CONSEJO COUNSELING & REF	2,526.00
CONSOLIDATED PRESS	8,135.34
COX PRINTING & SIGNS	235.43
CPSWQ	100.00
CRITTER CONTROL OF SEATTLE	616.52
CROWN PRODUCTS LLC	1,441.60
CSAT, LLC	800.00
CUSTER SPORTSMEN'S CLUB, INC	340.00
DAILY JOURNAL OF COMMERCE	3,208.35
DANSOUND INC	6,843.77
DAY & NITE PLUMBING & HEATING	3,259.82
DAY WIRELESS SYSTEMS	207.62
DEPARTMENT OF ECOLOGY	10,831.60
DEPARTMENT OF LABOR AND INDUSTRIES	36,276.95
DEPARTMENT OF LICENSING	18,339.20
DEPARTMENT OF RETIREMENT SYSTEMS	233,948.63
DIGITAL REPROGRAPHICS SERVICES INC.	410.01
DIVISION 9 INC.	1,782.36
DRS 457	38,275.00
DUNN LUMBER COMPANY	458.97
DURRANT, JEFF	168.00
EARTHCORPS	12,062.05
EFFICIENCY INC	967.98
EJ USA, INC.	2,092.42
ELWAY RESEARCH, INC.	8,300.00
EMERGENCY FEEDING PROGRAM	1,804.50
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ENTERPRISE SEATTLE	5,000.00
ENTERTAINMENT FIREWORKS INC	12,050.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,956.50
ESA ADOLFSON	5,851.93
ESPRESSO WORKS	75.00
EVERGREEN FIRE AND SAFETY, INC.	122.91
EVERGREEN PRINT SOLUTIONS	910.67
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,491.61
EXPRESS CONSTRUCTION COMPANY LLC	300.00
EXTREME PROMOTIONS	767.98
FAST WATER HEATER	24.21
FAZZARI MARKETING	123.63
FEDEROV, LYUBIM	5,063.50
FEDEX OFFICE	62.33
FERGUSON ENTERPRISES INC	6,489.02
FINANCIAL CONSULTANTS INT'L INC	76.02
FIRE CHIEF EQUIPMENT CO., INC.	6,369.22
FIRE PROTECTION, INC	4,245.05
FIRST AMERICAN TITLE	594.60
FIRST ROMANIAN CHURCH	3,706.00

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FLEX ONE/AFLAC BENEFIT SERVICES	550.00
FOMOCO, LLC	396.00
FPOD LLC	15,000.00
FRAUSE	5,210.77
FRONTIER	10,785.11
FRUHLING SAND & TOPSOIL	1,999.02
FULL MAINTENANCE GARDENING	3,734.00
GALLS, LLC	26.25
GEOENGINEERS INC	3,561.50
GEOLINE, INC	257.30
GOODSELL POWER EQUIPMENT #2 INC.	1,506.67
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	36,363.71
GOVERNMENT FINANCE RESEARCH GROUP	2,185.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAINGER	1,034.87
GRAY & OSBORNE, INC	48,077.34
GREATER BOTHELL CHAMBER OF COMMERCE	575.00
GREENWOOD HEATING & AC	39.45
GREGORY, JOANNE	695.15
H.W. LOCHNER, INC.	212,124.60
HAMPSON, BRYAN	2,500.00
HARRIS COMPUTER SYSTEMS	6,569.74
HARRIS, LESLIE	3,519.21
HAWAII MUSIC LIVE	2,000.00
HAWTHORNE LANE LLC	22,162.50
HDR	41,202.17
HERO HOUSE	1,119.00
HIGHLAND EST COFFEE TRADERS/CANTEEN	1,930.08
HOME DEPOT CREDIT SERVICES	1,056.53
HONEY BUCKET	840.98
HOPE HEALTH/IHAC	65.19
HOPELINK	41,166.75
HORIZON DISTRIBUTORS INC	268.93
HWA GEOSCIENCES INC.	12,914.49
ICMA RETIREMENT TRUST 457 - 304745	56,663.63
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	3,048.93
INGALLINAS BOX LUNCH	159.76
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INSLEE, BEST, DOEZIE & RYDER, P.S.	296,195.06
INSTITUTE FOR FAMILY DEVELOPMENT	8,661.00
INTEGRA TELECOM	8,467.47
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,204.57
INTERNATIONAL INST OF MUNI CLERKS	175.00
iWORQ SYSTEMS	4,800.00
J TAYLOR CONSULTING, LLC	10,219.35
JACOBSON, BETTS & COMPANY	5,830.40
JAU JOU, STANLEY	222.80

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JEFF DURRANT	739.90
JET CITY PRINTING	3,223.45
JOHNSTON'S INC.	3,068.36
JOY KILLS SORROW	1,500.00
JOYCE ZIKER PARKINSON	38,980.00
JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	259,174.52
KARLINSEY, ROB	4,592.20
KAUBOY PRODUCTIONS LLC	400.00
KBA INC.	103,427.30
KEEP POSTED INC	220.00
KELLY PRINTING & GRAPHICS	1,878.51
KENMORE AIR	275.00
KENMORE CAMERA	1,729.68
KENMORE COMMERCIAL LLC	4,675.00
KENMORE ELEMENTARY PTA	3,849.34
KENMORE HERITAGE SOCIETY	225.00
KESSELRING'S	343.47
KING COUNTY	200.00
KING COUNTY W.L.R.D.	130,930.12
KING COUNTY ANIMAL SVCS	3,380.00
KING COUNTY D.D.E.S.	13.24
KING COUNTY DISTRICT COURT	39,266.00
KING COUNTY FINANCE	743,291.77
KING COUNTY FINANCE/ GIS	2,313.21
KING COUNTY LIBRARY SYS	220,842.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	9,977.62
KING COUNTY RADIO COMM SERVICES	1,418.90
KING COUNTY RECORDER'S OFFICE	773.00
KING COUNTY SHERIFF	2,531,255.15
KING COUNTY SUPERIOR COURT	5,400.00
KING COUNTY TREASURY	42,970.40
KOMPAN, INC	471.40
KONICA MINOLTA BUSINESS SOLUTIONS	5,461.80
KRAUSS CRAFT, INC.	20,896.63
KREIDLER FAMILY TRUST	24,701.00
KVO INDUSTRIES, INC	665.00
LAKE CITY PICTURE FRAMING	59.13
LANTER ELECTRIC	13,600.00
LAWRENCE, HENRY	752.54
LEONARD, JAMES & MICHELE	207.22
LIGHTHOUSE CONSULTING INC	25,665.06
LIGHTING GROUP NORTHWEST	16,880.52
MAIL FINANCE	2,758.36
MAILSAFE LLC	1,461.83
MCALLISTER, TERESA	58.83
McKEE & SCHALKA	4,000.00
MILLER STEPHENS, MARY	12,500.00
MILNE ELECTRIC, INC	210.00

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MINZGHOR, NICHOLAS	2,636.98
MOBILE ELECTRICAL DISTRIBUTORS INC	136.94
MR. T'S TROPHIES	1,497.53
MUNICIPAL RESEARCH & SERVICES CINTER	40.00
NAMI EASTSIDE	1,155.00
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,160.04
NATIONAL IMPRINT CORPORATION	1,001.72
NATIONAL LEAGUE OF CITIES	2,674.00
NATIONAL LIFE OF VERMONT	3,144.49
NATIONWIDE FINANCIAL 401a	257,174.13
NATIONWIDE RETIREMENT SOLUTIONS 457	16,510.00
NEXTEL COMMUNICATIONS	8,168.04
NEXXPOST	58.21
NORTH COAST ELECTRIC	1,192.72
NORTHSHORE FIRE DEPT	6,929.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE SCHOOL DISTRICT	333.53
NORTHSHORE SENIOR CENTER	17,322.00
NORTHSHORE UTILITY DIST	114,904.63
NORTHSHORE YMCA	5,121.00
NORTHSHORE YOUTH & FAMILY SERVICES	21,651.75
NRC ENVIRONMENTAL SERVICES, INC.	2,059.86
OAC SERVICES, INC	2,356.25
OAKSTONE WELLNESS	128.07
O'CONNOR CONSULTING GROUP	1,950.00
OCSI TRAINING, INC.	75.00
OFFICE CLEANING CREW	8,640.00
OFFICE MAX	7,648.92
OFFICE TEAM	1,304.66
OLYMPIC ENVIRONMENTAL RESOURCES INC	41,407.77
OM WORKSPACE	858.47
ORB ARCHITECTS	94,287.84
OTAK	56,776.57
OUSLEY, NANCY	821.33
OVERLEESE, KRISTEN	498.94
PACIFIC RIM ENVIRONMENTAL, INC	798.56
PACIFIC TOPSOILS	10,310.42
PANEFULLY CLEAN LLC	2,285.00
PASSPORT TRAVEL AND TOURS	12,713.12
PAWS	6,560.00
PENDLETON, MICHAEL	8,623.14
PEOPLES STORAGE	1,858.50
PERKINS COIE	109.00
PERTEET INC.	39,873.97
PETERSON, JANET	550.00
PETTY CASH CUSTODIAN	1,263.60
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	1,207.56
PLYWOOD SUPPLY INC	511.97

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PORTER, GREG H.	125.00
PRIDE ELECTRIC INC	2,207.72
PRIMA PLUMBING	955.50
PRIME PACIFIC BANK	60.00
PROTECTION TECHNOLOGIES, INC	6,955.27
PROTHMAN COMPANY	14,247.96
PRUDENTIAL	373.13
PSR MECHANICAL	2,256.81
PUGET SOUND BUSINESS JOURNAL	95.00
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	502,040.72
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REGIONAL COUNCIL	7,373.00
PURDY, MICHAEL E.	3,600.00
QUALITY BUSINESS SYSTEMS	6,956.15
RAINIER INDUSTRIES, LTD.	27,922.50
RANDALL, BRIAN	387.12
RAZZ CONSTRUCTION	667,866.82
RCS VALUATION CORP	750.00
RICHARDSON, ZACK	676.28
ROGERS, GLENN	2,507.79
ROLLABELS	37.15
RONGERUDE, JOHN	150.00
SARAH ROBERTS	90,900.00
SAWYER, RICHARD	150.00
SCHADEMAN HOMES LLC	7,500.00
SCHINDLER ELEVATOR CORPORATION	1,794.26
SCHNEE, CARLA	30.52
SEATTLE TIMES	7,639.58
SEES TREES AND EXCAVATION INC	16,617.49
SEITZ, DON	92.01
SESAC	15.00
SEWER KNOWLEDGE SERVICES	900.00
SHERWIN-WILLIAMS CO. #8099	150.75
SHRED-IT	594.00
SIGNS NOW	93.63
SIMPSON, ARTHUR	150.00
SITELINES	3,461.30
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	257,754.82
SOUND LAW CENTER	2,233.00
SOUND PUBLISHING, INC.	4,910.74
SOUND SAFETY PRODUCTS, INC.	233.43
SPERRY, LAURIE	55.74
SPINNAKER STRATEGIES	42,846.40
ST EDWARD STATE PARK	10,379.17
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STAPLES ADVANTAGE	278.15
STARLIGHT CHILDRENS FOUNDATION	190.00
STATE OF FLORIDA DISBURSEMENT UNIT	275.00

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STATE OF FLORIDA DISBURSEMENT UNIT	6,325.00
STATE OF WA DEPARTMENT OF LICENSING	30.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	24,800.00
STEWART MACNICHOLS HARMELL, INC.	6,100.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,767.64
SUNBELT	435.21
SUSSMAN/PREJZA & CO, INC	3,147.90
TALAKAI CONSTRUCTION, LLC	16,720.00
TELESYSTEMS WEST	640.58
TERREBONNE LIMITED	321.27
THE BILLIONS CORPORATION	2,000.00
THE BROTHERS COMATOSE	1,500.00
THE FRAUSE GROUP, INC.	787.00
THE KIPLINGER TAX LETTER	99.00
THE SWEETBACK SISTERS	1,750.00
THE WATERSHED COMPANY	1,842.50
TIMEMARK INCORPORATED	136.92
TOTAL LANDSCAPE CORP	59,211.61
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	2,592.88
TRANE U.S. INC.	8,931.35
TYCO INTEGRATED SECURITY	623.08
TYMCO, INC.	186,275.00
UNITED RENTALS NW, INC	178.49
UNITED STATES POSTMASTER	3,253.41
UNITED WAY OF KING COUNTY	1,094.00
UNITY ELECTRIC	870.53
UNIVERSAL FIELD SERVICES	12,953.96
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	3,971.41
VAN NESS FELDMAN, P.C.	14,239.17
VAN NESS, ALLAN	2,951.95
VERGARA, FELIPE & RUBY	4,500.00
VERIZON SELECT SERVICES INC.	724.86
VERIZON WIRELESS	2,830.03
VOID	-
W.S.S.O. Advanced Training	500.00
WA ASSOC OF CODE ENFORCEMENT	275.00
WA CITIES INSURANCE AUTHORITY	148,749.00
WA FINANCE OFFICERS ASSOCIATION	550.00
WA GUARANTEED EDUCATION TUITION	4,565.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	11,186.17
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	41,679.47
WAGE WORKS	50.00
WASHINGTON ENERGY SERVICES	56.28

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WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	5,463.32
WASHINGTON STATE DEPT OF REVENUE	7,981.38
WASHINGTON STATE OFFICE CASH MGMT	531.00
WASHINGTON STATE PATROL	50.00
WASHINGTON STATE TREASURER	30.00
WASHINGTON TOURISM ALLIANCE	1,000.00
WELLS FARGO FINANCIAL	9,839.60
WELWEST CONSTRUCTION INC.	66,170.35
WESTERN METAL ART & SIGN	557.14
WESTHOFF, DOUG	2,500.00
WESTOWER COMMUNICATIONS	3,741.99
WETLANDS & WOODLANDS INC	2,029.86
WILDCLIFFE SHORES ASSOCIATION	1,677.00
WONDERLAND DEVELOPMENT	8,299.50
ZONAR SYSTEMS	525.33
ZORNES, GARY	547.40
ZUMAR	268.71

<u>\$ 10,976,192.98</u>

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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 27066-27121 which total \$328,636.62, and electronically transferred payroll funds which total \$59,642.93 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.

 1/4/13
City Manager Date

 1/4/13
Finance Director Date

Check #	Vendor Name	Description	Amount
27066	CITY OF KENMORE	PERS Reimbursement to City	50.00
27067	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	100.00
27068	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,548.06
27069	DRS 457	Deferred Comp Payroll Deduction	1,762.50
27070	AFLAC	Deferred Comp Payroll Deduction	487.65
27071	CITY OF KENMORE FS	Flexible Spending Medical Plans	153.26
27072	BANK OF AMERICA 941	Payroll Taxes	12,165.21
27073	WA GUARANTEED EDUCATION TUITION	WA Pre-Tax Education Plan	415.00
27074	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	9,837.70
27075	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	3,392.89
27076	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	72.00
27077	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
27078	AMERICAN GENERAL	Life Insurance	530.79
27079	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
27080	BANNER BANK NO	Meeting Supplies/ Parking	38.80
27081	BANNER BANK KENMORE	Network Hard drives/ Printer	1,848.65
27082	BANNER BANK KENMORE	Bus. Mtg Expenses/ Computers	2,219.10
27083	BANNER BANK VAN NESS	Registration/ Lodging/ Meals	1,641.63
27084	BANNER BANK BAKER	Lodging/ Parking/ Meals/ Travel	1,824.80
27085	BANNER BANK	Airfare/ Registration	938.20
27086	KENMORE COMMERCIAL LLC	Monthly Rent	2,856.00
27087	NATIONAL CITIZEN SURVEY	2013 Citizen Survey-PRELIM. PAYMT.	6,300.00
27088	BANNER BANK ROGERS	Registration/ Lodging/ Expenses	1,955.56
27089	BANNER BANK ROGERS	Lodging/ Registration/ Expenses	1,955.56
27090	AWC EMPLOYEE BENEFITS	Health Insurance	38,108.69
27091	CASCADE PEST CONTROL	Dec. Rhododendron Park Pest Control	142.35
27092	CITY OF LAKE FOREST PARK	Dec. Public Works Contract/Dump Fees	59,878.50
27093	COASTWIDE LABORATORIES	Facility Maintenance Supplies	208.66
27094	EXTREME PROMOTIONS	City Logo Clothing	198.00

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27095	FRUHLING SAND & TOPSOIL	Clean Green Debris Dumping	120.00
27096	H.W. LOCHNER, INC.	Prof. Svcs 10/13-11/9/12 12-C1015	1,377.47
27097	INSLEE, BEST, DOEZIE & RYDER, P.S.	November Attorney Fees	48,614.30
27098	KING COUNTY FINANCE	Road Services 11/1-12/3/12	25,002.30
27099	KING COUNTY OFFICE OF FINANCE	Nov. Indigency Screening	881.07
27100	NATIONAL BARRICADE CO	Road Supplies/ Cones/ Barricades	1,665.93
27101	PACIFIC TOPSOILS	Debris/ Brush Dumping 12/5-12/13	415.65
27102	PUGET SOUND ENERGY	11/15-12/13 Electricity/ Signals/ Lights	6,757.77
27103	TOTAL LANDSCAPE CORP	Dec Parks & City Hall Landscaping	5,002.61
27104	WA STATE DEPT OF TRANSPORTATION	Aug Costs 175th/ 181st & 68th Signal	25,763.24
27105	COLUMBIA RIDGE LANDFILL	Dec. 11, 2012 Dump Fees	383.32
27106	ROGERS, GLENN	Rental Deposit Refund	201.31
27107	WA STATE DEPT OF TRANSPORTATION	WSDOT Materials Lab 10/9-12/21	2,427.08
27108	SHRED-IT	12/19/12 Shredding Svcs	49.50
27109	FRONTIER	City Hall & Elevator Phone 12/28-1/27	760.63
27110	INDEPENDENT STATIONERS	Office Supplies	160.42
27111	MILLER STEPHENS, MARY	Dec. Sno. Cty. Public Defense Svcs	1,250.00
27112	PERTEET INC.	10/29-11/25 Surveys & Prof. Svcs.	2,337.50
27113	CANTEEN REFRESHMENT SERVICES	12/17 Cofee/ Tea Supplies	46.57
27114	FRAUSE	Kenmore Village Sell Sheet	2,030.03
27115	JOYCE ZIKER PARKINSON	Nov. 2012 Kenmor Village Legal Svc.	6,417.50
27116	BRISBIN PROJECTS	16206 81st Pl. NE Demolition	30,908.35
27117	CRITTER CONTROL OF SEATTLE	Longfellow Prop. Rodent Abatement	64.61
27118	INNOVAC	12/11-14 Vactor/Root Cutting/Video	3,111.99
27119	WEISBAND, BARRY	Sept. - Dec. Business Incubator Svcs	10,000.00
27120	WINTERBOURNE LANDSCAPE	4th Qtr 2012 Green Roof Maint.	542.03
27121	OFFICE MAX	Office Supplies	205.99
12/28/2012	PAYROLL	Direct Deposit	59,642.93
			<u><u>\$ 388,279.55</u></u>

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2012	PRIOR VENDOR ACTIVITY	Previous YTD
	3CMA	800.00
	A+ CONFERENCING	228.32
	AA PARTY RENTALS	1,453.06
	AAA FLAG & BANNER MFG. CO., INC.	8,977.33
	AABCO BARRICADE COMPANY INC.	6,994.97
	ACF WEST INC	591.30
	ACTION ENTERTAINMENT	1,790.00
	ACTIVE SHOOTER TRAINING LLC	575.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	845.00
	ADVANCE TESTING & SERVICE INC	540.00
	AFLAC	5,414.15
	ALCALDE & FAY	55,625.46
	ALCO PRO, INC.	559.00
	ALLIANCE FOR INNOVATION	499.00
	ALLIANCE OF PEOPLE W/ DISABILITIES	1,443.50
	ALLIED WASTE SERVICES #172	10,633.96
	ALLPLAY SYSTEMS LLC	3,379.17
	ALPHA COURIER SERVICES	38.01
	ALPHAGRAPHICS US718	280.44
	ALTA MAXINE MELVIN	8,126.00
	AM TEST, INC	1,970.00
	AMERICAN GENERAL	5,608.95
	AMERICAN PLANNING ASSOCIATION	892.00
	AMERICAN PUBLIC WORKS ASSOCIATION	850.00
	AMERICAN SOCIETY OF COMPOSERS	638.39
	ANCHOR QEA, LLC	39,095.53
	ARTS OF KENMORE	500.00
	ASBESTO-TEST, INC	2,360.00
	ASP, ANGELA	52.50
	ASPLUNDH	3,701.10
	ASSOCIATION OF WA CITIES	14,058.00
	AT WORK	1,804.50
	AURORA RENTS	491.59
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	399,927.04
	BAKER, DAVID	1,882.60
	BAKER, SHERI	53.13
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	319,204.23
	BANNER BANK BAKER	3,409.43
	BANNER BANK BH	2,606.83
	BANNER BANK CS	5,867.03
	BANNER BANK DB	914.45
	BANNER BANK JG	4,251.70

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BANNER BANK	JGORDON	7,262.70
BANNER BANK	KENMORE	25,905.80
BANNER BANK	LB	864.62
BANNER BANK	LD	4,400.11
BANNER BANK	NO	7,239.01
BANNER BANK	PS	622.64
BANNER BANK	ROGERS	448.48
BANNER BANK	VAN NESS	2,949.28
BARCLAY DEAN		711.75
BARKER MARTIN IOLTA TRUST		3,000.00
BARTON, ANDREW		1,641.29
BASTYR UNIVERSITY		50,000.00
BEEGEE TOLPA		700.00
BENT, DEBORAH A		576.00
BIS		3,590.00
BLACKBAUD		4,956.23
BLUE FLAME LLC		28.14
BLUE WAVE CONSTRUCTION, INC		2,273.22
BONOMI, ANGELO		380.93
BRABEC, MARY		3,500.00
BRAVO ENVIRONMENTAL SERVICE		80,212.00
BRISBIN PROJECTS		8,458.20
BROADCAST MUSIC, INC.		320.00
BUCHER, WILLIS & RATLIFF		14,000.00
BUILDERS EXCHANGE OF WASHINGTON INC		222.25
BULGER SAFE & LOCK, INC.		745.34
CALPORTLAND COMPANY		2,123.59
CARLSON, THOMAS G.		831.80
CASCADE PEST CONTROL		1,565.85
CATHOLIC COMMUNITY SERVICES		2,887.00
CB RICHARD ELLIS, INC		7,750.00
CEDARBROOK		287.55
CEMEX		2,886.24
CENTER FOR HUMAN SERVICES		22,806.75
CHAMPION COURIER		21.72
CHANDLER, RONALD		937.47
CHIEF LAW ENFORCEMENT SUPPLY		160.41
CHILDERS, MARK		185.00
CITY OF BELLEVUE		195,229.59
CITY OF KENMORE		1,100.00
CITY OF KENMORE FS		3,884.10
CITY OF LAKE FOREST PARK		695,447.52
CITY OF SHORELINE		2,389.07
CITY OF VANCOUVER		250.00
CLARITY SIGNS		4,046.93
CLEARWIRE LEGACY, LLC		1,214.00
CLYDE/WEST		1,366.73
COASTAL WEAR PRODUCTS INC		1,356.71

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COASTWIDE LABORATORIES	6,383.02
CODE 4 PUBLIC SAFETY EDUCATION	99.00
CODE PUBLISHING COMPANY	15,605.82
COLT DEFENSE, LLC	450.00
COLUMBIA RIDGE LANDFILL	14,514.86
COMCAST	1,402.80
COMMERCIAL SOUND, INC.	410.64
COMPASS POINTE CONDOMINIUM HOA	23,500.00
CONSEJO COUNSELING & REF	2,526.00
CONSOLIDATED PRESS	8,135.34
COX PRINTING & SIGNS	235.43
CPSWQ	100.00
CRITTER CONTROL OF SEATTLE	616.52
CROWN PRODUCTS LLC	1,997.70
CSAT, LLC	800.00
CUSTER SPORTSMEN'S CLUB, INC	340.00
DAILY JOURNAL OF COMMERCE	3,208.35
DANSOUND INC	7,500.77
DAY & NITE PLUMBING & HEATING	3,259.82
DAY WIRELESS SYSTEMS	207.62
DEPARTMENT OF ECOLOGY	10,831.60
DEPARTMENT OF LABOR AND INDUSTRIES	36,276.95
DEPARTMENT OF LICENSING	18,339.20
DEPARTMENT OF RETIREMENT SYSTEMS	246,266.99
DIGITAL REPROGRAPHICS SERVICES INC.	628.48
DIVISION 9 INC.	1,782.36
DRS 457	38,275.00
DRS 457	1,762.50
DUNN LUMBER COMPANY	458.97
DURRANT, JEFF	168.00
EARTHCORPS	16,805.90
EFFICIENCY INC	967.98
EJ USA, INC.	2,092.42
ELWAY RESEARCH, INC.	8,300.00
EMERGENCY FEEDING PROGRAM	1,804.50
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ENTERPRISE SEATTLE	5,000.00
ENTERTAINMENT FIREWORKS INC	12,050.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,956.50
ESA ADOLFSON	5,851.93
ESPRESSO WORKS	75.00
EVERGREEN FIRE AND SAFETY, INC.	122.91
EVERGREEN PRINT SOLUTIONS	910.67
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,491.61
EXPRESS CONSTRUCTION COMPANY LLC	300.00
EXTREME PROMOTIONS	767.98

XID. Approval of Check Nos. 27066-27121 in the Amount of
\$328,636.62 and Electronically Transferred Payroll Funds Totaling

FAST WATER HEATER	24.21
FAZZARI MARKETING	123.63
FEDEROV, LYUBIM	5,063.50
FEDEX OFFICE	62.33
FERGUSON ENTERPRISES INC	6,489.02
FINANCIAL CONSULTANTS INT'L INC	76.02
FIRE CHIEF EQUIPMENT CO., INC.	6,369.22
FIRE PROTECTION, INC	4,245.05
FIRST AMERICAN TITLE	866.60
FIRST ROMANIAN CHURCH	3,706.00
FLEX ONE/AFLAC BENEFIT SERVICES	550.00
FOMOCO, LLC	396.00
FPOD LLC	15,000.00
FRAUSE	5,210.77
FRONTIER	10,785.11
FRUHLING SAND & TOPSOIL	1,999.02
FULL MAINTENANCE GARDENING	3,734.00
GALLS, LLC	26.25
GEOENGINEERS INC	3,561.50
GEOLINE, INC	257.30
GOODSELL POWER EQUIPMENT #2 INC.	3,669.51
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	39,899.43
GOVERNMENT FINANCE RESEARCH GROUP	2,185.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAINGER	1,034.87
GRAY & OSBORNE, INC	48,475.29
GREATER BOTHELL CHAMBER OF COMMERCE	575.00
GREENWOOD HEATING & AC	39.45
GREGORY, JOANNE	846.50
H.W. LOCHNER, INC.	235,668.83
HAMPSON, BRYAN	2,500.00
HARRIS COMPUTER SYSTEMS	6,569.74
HARRIS, LESLIE	3,519.21
HAWAII MUSIC LIVE	2,000.00
HAWTHORNE LANE LLC	22,162.50
HDR	41,202.17
HERO HOUSE	1,119.00
HIGHLAND EST COFFEE TRADERS/CANTEEN	1,930.08
HOME DEPOT CREDIT SERVICES	1,056.53
HONEY BUCKET	840.98
HOPE HEALTH/IHAC	65.19
HOPELINK	41,166.75
HORIZON DISTRIBUTORS INC	268.93
HWA GEOSCIENCES INC.	12,914.49
ICMA RETIREMENT TRUST 457 - 304745	59,211.69
ICOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	3,105.50

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INGALLINAS BOX LUNCH	159.76
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INNOVAC	1,201.76
INSLEE, BEST, DOEZIE & RYDER, P.S.	296,195.06
INSTITUTE FOR FAMILY DEVELOPMENT	8,661.00
INTEGRA TELECOM	9,248.11
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,204.57
INTERNATIONAL INST OF MUNI CLERKS	175.00
IWORQ SYSTEMS	4,800.00
J TAYLOR CONSULTING, LLC	10,219.35
JACOBSON, BETTS & COMPANY	5,830.40
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	3,331.54
JOHNSTON'S INC.	3,068.36
JOY KILLS SORROW	1,500.00
JOYCE ZIKER PARKINSON	38,980.00
JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	259,174.52
KARLINSEY, ROB	4,848.17
KAUBOY PRODUCTIONS LLC	400.00
KBA INC.	130,338.22
KEEP POSTED INC	220.00
KELLY PRINTING & GRAPHICS	1,878.51
KENMORE AIR	275.00
KENMORE CAMERA	1,729.68
KENMORE COMMERCIAL LLC	4,675.00
KENMORE ELEMENTARY PTA	3,849.34
KENMORE HERITAGE SOCIETY	225.00
KESSELRING'S	343.47
KING COUNTY	200.00
KING COUNTY W.L.R.D.	140,541.86
KING COUNTY ANIMAL SVCS	3,760.00
KING COUNTY D.D.E.S.	13.24
KING COUNTY DISTRICT COURT	39,266.00
KING COUNTY FINANCE	767,872.93
KING COUNTY FINANCE/ GIS	2,313.21
KING COUNTY LIBRARY SYS	220,842.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	9,977.62
KING COUNTY RADIO COMM SERVICES	1,418.90
KING COUNTY RECORDER'S OFFICE	773.00
KING COUNTY SHERIFF	3,029,423.45
KING COUNTY SUPERIOR COURT	5,400.00
KING COUNTY TREASURY	42,970.40
KINGS HEATING	39.45
KOMPAN, INC	471.40

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KONICA MINOLTA BUSINESS SOLUTIONS	5,461.80
KRAUSS CRAFT, INC.	20,896.63
KREIDLER FAMILY TRUST	24,701.00
KVO INDUSTRIES, INC	665.00
LAKE CITY PICTURE FRAMING	59.13
LANTER ELECTRIC	13,600.00
LAWRENCE, HENRY	752.54
LEONARD, JAMES & MICHELE	207.22
LIGHTHOUSE CONSULTING INC	27,689.34
LIGHTING GROUP NORTHWEST	16,880.52
MAIL FINANCE	2,758.36
MAILSAFE LLC	1,461.83
MCALLISTER, TERESA	58.83
McKEE & SCHALKA	4,000.00
MENDREY, DENNIS & BARBARA	200.00
MILLER STEPHENS, MARY	12,500.00
MILNE ELECTRIC, INC	210.00
MINZGHOR, NICHOLAS	2,636.98
MOBILE ELECTRICAL DISTRIBUTORS INC	136.94
MR. T'S TROPHIES	1,497.53
MUNICIPAL RESEARCH & SERVICES CNTER	40.00
NAMI EASTSIDE	1,155.00
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,160.04
NATIONAL IMPRINT CORPORATION	1,001.72
NATIONAL LEAGUE OF CITIES	2,674.00
NATIONAL LIFE OF VERMONT	3,144.49
NATIONWIDE FINANCIAL 401a	267,425.71
NATIONWIDE RETIREMENT SOLUTIONS 457	16,610.00
NEXTEL COMMUNICATIONS	8,168.04
NEXXPOST	246.13
NORTH COAST ELECTRIC	1,192.72
NORTHSHORE FIRE DEPT	7,109.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE SCHOOL DISTRICT	333.53
NORTHSHORE SENIOR CENTER	17,322.00
NORTHSHORE UTILITY DIST	118,108.84
NORTHSHORE YMCA	5,121.00
NORTHSHORE YOUTH & FAMILY SERVICES	21,651.75
NRC ENVIRONMENTAL SERVICES, INC.	2,059.86
OAC SERVICES, INC	2,356.25
OAKSTONE WELLNESS	128.07
O'CONNOR CONSULTING GROUP	1,950.00
OCSI TRAINING, INC.	75.00
OFFICE CLEANING CREW	8,640.00
OFFICE MAX	8,439.00
OFFICE TEAM	1,304.66
OLYMPIC ENVIRONMENTAL RESOURCES INC	41,407.77

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OM WORKSPACE	858.47
ORB ARCHITECTS	94,287.84
OTAK	60,011.09
OUSLEY, NANCY	821.33
OVERLEESE, KRISTEN	591.99
PACIFIC RIM ENVIRONMENTAL, INC	798.56
PACIFIC TOPSOILS	10,310.42
PANEFULLY CLEAN LLC	2,285.00
PASSPORT TRAVEL AND TOURS	12,713.12
PAWS	7,040.00
PENDLETON, MICHAEL	8,623.14
PEOPLES STORAGE	1,858.50
PERKINS COIE	109.00
PERTEET INC.	39,873.97
PETERSON, JANET	1,660.00
PETTY CASH CUSTODIAN	1,263.60
PHOENIX ART RESTORATION	876.00
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	1,207.56
PLYWOOD SUPPLY INC	511.97
PORTER, GREG H.	125.00
PRIDE ELECTRIC INC	2,880.05
PRIMA PLUMBING	955.50
PRIME PACIFIC BANK	4,987.90
PROTECTION TECHNOLOGIES, INC	6,955.27
PROTHMAN COMPANY	14,247.96
PRUDENTIAL	373.13
PSR MECHANICAL	2,256.81
PUGET SOUND BUSINESS JOURNAL	95.00
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	511,189.85
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REGIONAL COUNCIL	7,373.00
PURDY, MICHAEL E.	3,600.00
QUALITY BUSINESS SYSTEMS	7,356.18
RAINIER INDUSTRIES, LTD.	27,922.50
RANDALL, BRIAN	387.12
RAZZ CONSTRUCTION	793,344.66
RCS VALUATION CORP	750.00
RICHARDSON, ZACK	676.28
ROGERS, GLENN	2,507.79
ROLLABELS	37.15
RONGERUDE, JOHN	150.00
SARAH ROBERTS	111,100.00
SAWYER, RICHARD	150.00
SCHADEMAN HOMES LLC	7,500.00
SCHINDLER ELEVATOR CORPORATION	1,794.26
SCHNEE, CARLA	30.52

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SEATTLE TIMES	8,468.45
SEES TREES AND EXCAVATION INC	16,617.49
SEITZ, DON	92.01
SESAC	15.00
SEWER KNOWLEDGE SERVICES	900.00
SHERWIN-WILLIAMS CO. #8099	150.75
SHRED-IT	594.00
SIGNS NOW	93.63
SIMPSON, ARTHUR	150.00
SITELINES	3,461.30
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	287,269.77
SOUND LAW CENTER	2,233.00
SOUND PUBLISHING, INC.	5,790.46
SOUND SAFETY PRODUCTS, INC.	233.43
SPERRY, LAURIE	55.74
SPINNAKER STRATEGIES	42,846.40
ST EDWARD STATE PARK	10,379.17
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STAPLES ADVANTAGE	278.15
STARLIGHT CHILDRENS FOUNDATION	190.00
STATE OF FLORIDA DISBURSEMENT UNIT	6,875.00
STATE OF WA DEPARTMENT OF LICENSING	30.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	24,800.00
STEWART MACNICHOLS HARMELL, INC.	9,100.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,767.64
SUNBELT	435.21
SUSSMAN/PREJZA & CO, INC	3,147.90
TALAKAI CONSTRUCTION, LLC	16,720.00
TELESYSTEMS WEST	640.58
TERREBONNE LIMITED	321.27
THE BILLIONS CORPORATION	2,000.00
THE BROTHERS COMATOSE	1,500.00
THE FRAUSE GROUP, INC.	787.00
THE KIPLINGER TAX LETTER	99.00
THE SWEETBACK SISTERS	1,750.00
THE WATERSHED COMPANY	1,842.50
TILOBEN PUBLISHING CO., INC.	90.00
TIMEMARK INCORPORATED	136.92
TOTAL LANDSCAPE CORP	59,211.61
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	2,626.57
TRANE U.S. INC.	8,931.35
TYCO INTEGRATED SECURITY	623.08
TYMCO, INC.	186,275.00
UNITED RENTALS NW, INC	178.49

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UNITED STATES POSTMASTER	3,253.41
UNITED WAY OF KING COUNTY	1,094.00
UNITY ELECTRIC	870.53
UNIVERSAL FIELD SERVICES	12,953.96
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	3,971.41
VAN NESS FELDMAN, P.C.	14,239.17
VAN NESS, ALLAN	2,951.95
VERGARA, FELIPE & RUBY	4,500.00
VERIZON SELECT SERVICES INC.	724.86
VERIZON WIRELESS	3,555.20
W.S.S.O. Advanced Training	500.00
WA ASSOC OF CODE ENFORCEMENT	275.00
WA CITIES INSURANCE AUTHORITY	148,749.00
WA FINANCE OFFICERS ASSOCIATION	550.00
WA GUARANTEED EDUCATION TUITION	4,565.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	11,186.17
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	46,146.37
WAGE WORKS	100.00
WASHINGTON ENERGY SERVICES	56.28
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	5,638.32
WASHINGTON STATE DEPT OF REVENUE	8,035.90
WASHINGTON STATE OFFICE CASH MGMT	531.00
WASHINGTON STATE PATROL	50.00
WASHINGTON STATE TREASURER	30.00
WASHINGTON TOURISM ALLIANCE	1,000.00
WELLS FARGO FINANCIAL	9,839.60
WELWEST CONSTRUCTION INC.	66,170.35
WESTERN METAL ART & SIGN	557.14
WESTHOFF, DOUG	2,500.00
WESTOWER COMMUNICATIONS	3,741.99
WETLANDS & WOODLANDS INC	2,029.86
WILDCLIFFE SHORES ASSOCIATION	1,677.00
WONDERLAND DEVELOPMENT	8,299.50
ZONAR SYSTEMS	525.33
ZORNES, GARY	547.40
ZUMAR	268.71

TOTAL 2012 THROUGH 12/21/12

\$ 11,867,767.28

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: November 2012 Financial Report

For Council Meeting Agenda of: January 14, 2013

Department: Finance

Prepared by: Joanne Gregory

To Be Presented By: N/A

Proposed Council Action/Motion: Receive and File November 2012 Financial Report for the City of Kenmore, Washington

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

JMG 1/2/13

JMG 1/2/13

JMG

Exhibits/Attachments:

November 2012 Financial Report for the City of Kenmore, Washington.

Expenditure Required N/A

Amount Budgeted N/A

Appropriation Required N/A

INFORMATION/BACKGROUND:

The November monthly financial report will be presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2011-2012 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. A mid biennial budget review was performed and the budget was amended by Ordinance No. 12-331 on November 28, 2011. The budget was again amended on November 26, 2012 by Ordinance No. 12-0348 and those amendments are included in this monthly report.

FISCAL CONSIDERATION:

November is the 23rd month of the 24 month biennium. Sales taxes (which include criminal justice sales taxes) are predicted to come in below budget (now at 95% of budget) however real estate excise tax (REET) revenues are expected to meet or exceed the budget with 2012 improving over 2011. Property taxes did slightly better than budget and development revenues overall, including impact fees, have picked up a bit, likely a reflection of the increased activity that normally occurs in the summer months. Gas taxes are stable.

On the national level, the unemployment rate changed from 7.9% to 7.7% in November. The Dow Jones closed at 13,025 in November, slightly less than the October close at 13,097.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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.



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: December 11, 2012
RE: November 2012 Financial Reports for the City of Kenmore, Washington

November 2012 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

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

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

GENERAL FUND

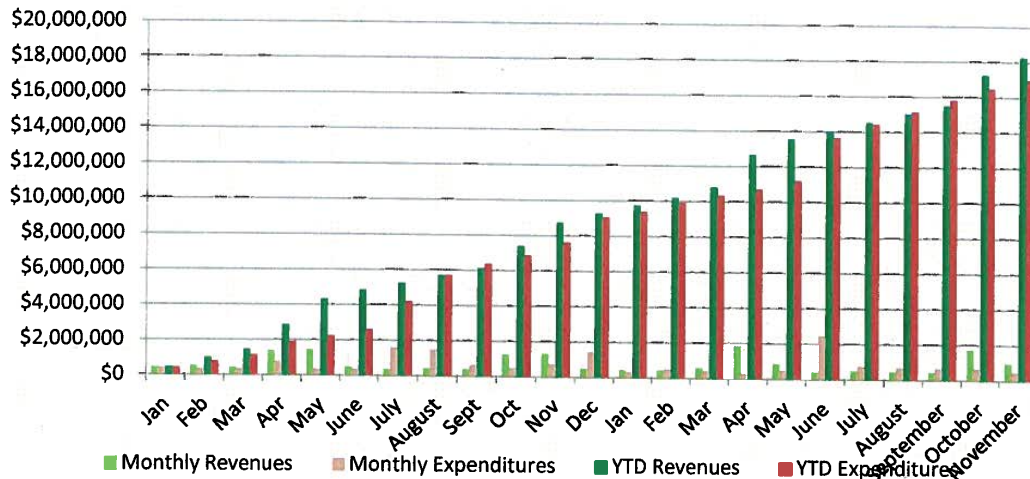
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the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

In the context of the biennial budget, November is the twenty-third month (96%) of the 2011-2012 biennial budget period.

For the month of November, revenues exceeded expenditures in the General Fund by \$521,064.

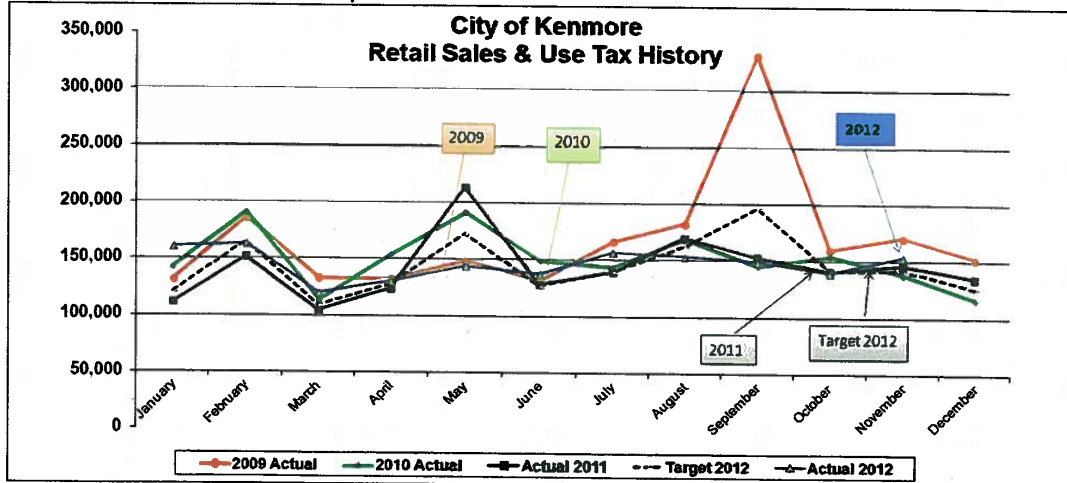
City of Kenmore, Washington
Monthly Financial Report
November 2012

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

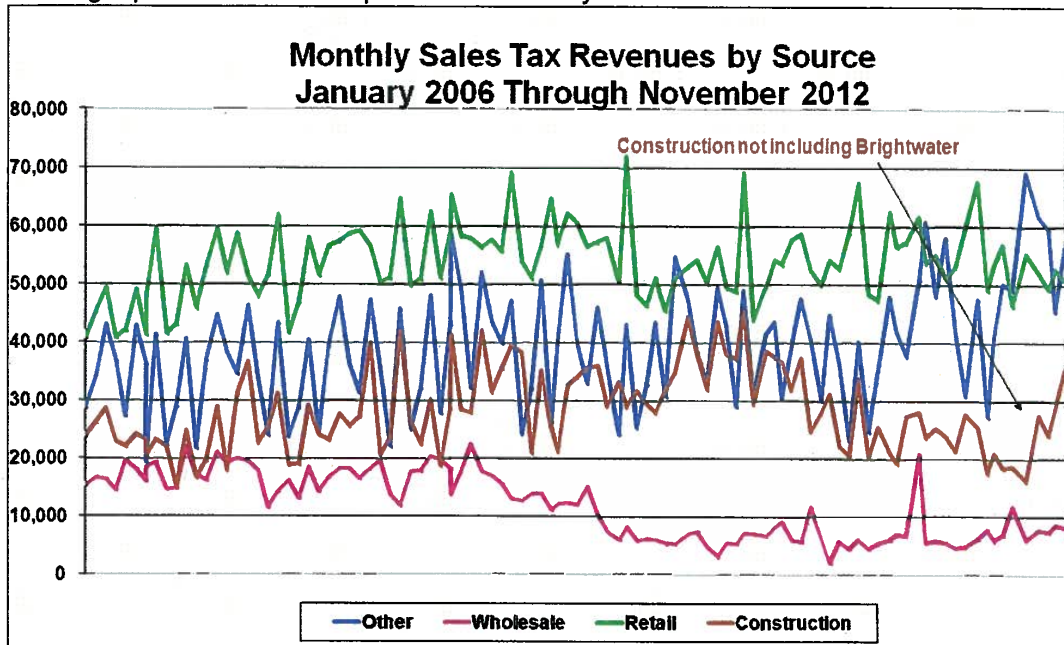


Total **revenues** for the month were **\$1,010,297**. Biennium to date revenues are \$18,282,036 which is 96.5% of the amended budgeted revenues of \$18,945,596. Primary sources of revenue for the month included Property Taxes in the amount of \$526,391, Development Fees & Permits in the amount of \$94,978, retail sales and use taxes in the amount of \$154,124, Franchise Fees in the amount of \$74,744, and utility taxes in the amount of \$87,543. 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.

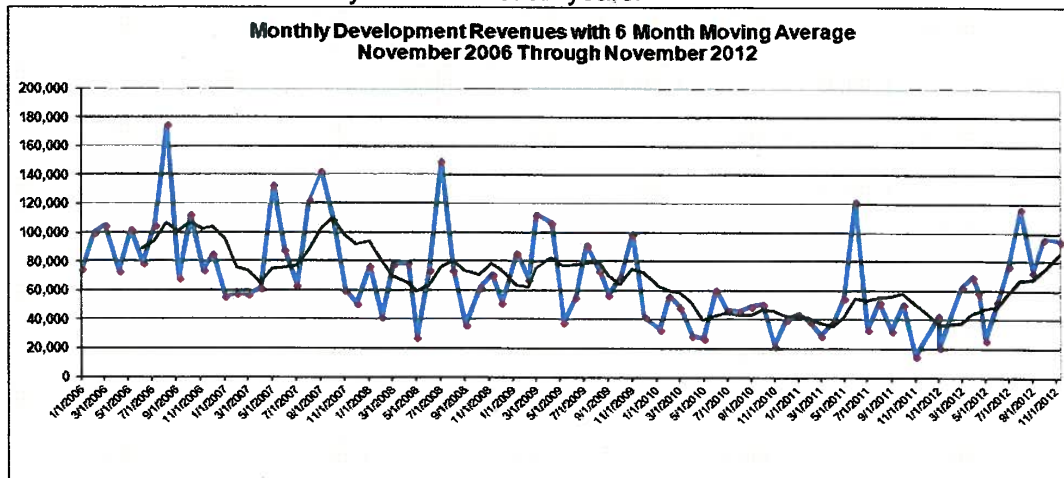
A summary of sales tax revenues received in November is attached. These receipts are based on September sales activity and have been tracking lower each month than the previous three years. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black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



The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2006 through November 2012. Construction sales taxes are shown without the benefit of the Brightwater construction project. This category previously had the benefit of the city hall, Bastyr dorms, fire station and library construction projects which have been completed. The construction segment and "Other" (includes agriculture, services, manufacturing, transportation and utilities) are showing a positive trend of improvement recently.



Development revenues are trending in a positive direction also. The following chart illustrates the revenue activity over the last six years.



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

In summary, the City will be affected as follows:

Liquor Excise Tax

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

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

Liquor Profits (Revolving Fund)

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

November 2012 expenditures were \$489,233. Biennium to date expenditures are \$16,986,016 which is 89.8% of the amended budget expenditures of \$18,914,946. The negative balance in the General Fund City Manager Cost Center for the month of November was due to reclassifying \$232,448 in Downtown Plan Services expenditures, made during the 2011-12 biennium, to the Capital Projects Fund. Without that transaction there was \$88,703 in expenditures in the City Manager cost center.

The General Fund 2011 unaudited ending fund balance was \$5,147,632. In March, 2012 the City Council approved a \$700,000 payment from the Capital Projects Fund to RECP/UP Kenmore, LP. This payment was in settlement of terminating the ground lease and development agreement (DDA) for the Kenmore Village by the Lake project. A short term interfund loan from the General Fund to the Capital Projects Fund, to cover the cash flow needs of the fund pending the sale of property in Kenmore Village, was recommended and approved on November 19, 2012.

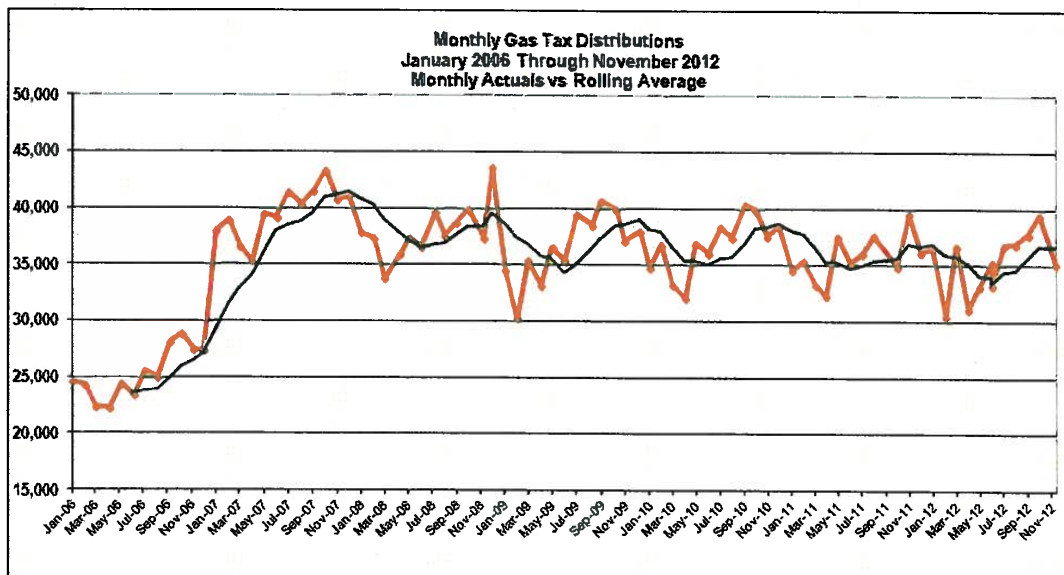
OTHER FUNDS

The November cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of November, totaled \$16,282,990. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2011-2012 biennial budget.

The following transactions and activities were of note during the month of November. Total non General Fund revenues were \$918,621 and total non-General Fund expenditures were \$938,226.

In the **Street Fund** revenue from gas tax distributions was \$35,288. There were \$298,824 in street overlay expenditures this month.

The following chart shows recent gas tax receipts through November 2012. The revenues reflect economizing by the public and increased use of fuel efficient vehicles.

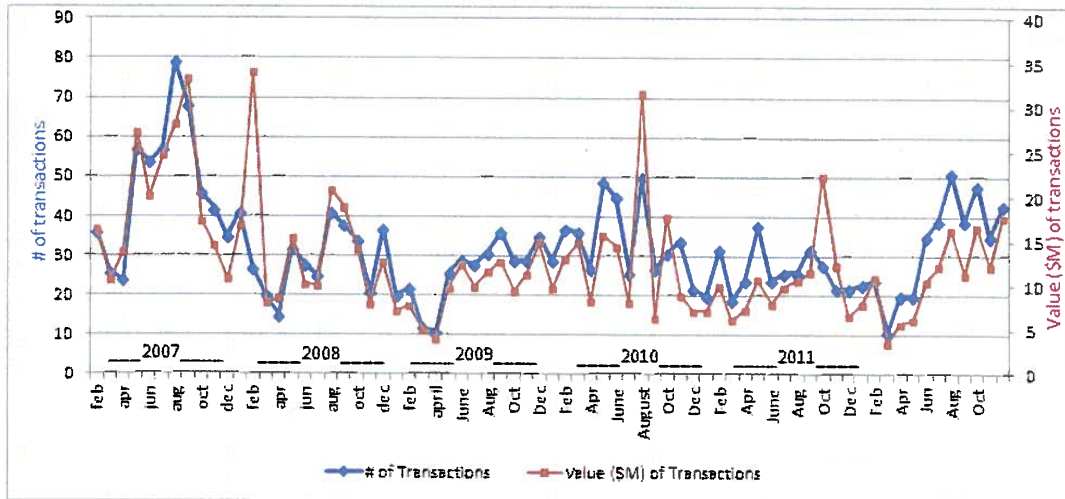


In the **Arterial Street Fund**, expenditures consisted of \$33,238 being expended on SR 522 Phase I and Phase II projects. A total of \$114,998 was spent on various other transportation projects including the NE 145th St. Traffic Signal & 61st Ave/NE 181st Traffic Signal. The City received \$371,511 in SR 522 Phase I and Phase II reimbursements from NUD (Northshore Utility District) for expenditures related to the SR 522 project. The City also received \$18,500 from Bastyr for their 2012 contribution to the traffic signal on Juanita Drive.

City of Kenmore, Washington
 Monthly Financial Report
 November 2012

The **Municipal Capital Fund** received \$88,057 of real estate excise taxes (REET) in November from sales activity that occurred in October. 43 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.



The \$1,029,646 negative cash balance in the **Capital Projects Fund** is due to the \$700K payment to RECP/UP Kenmore, LP in March pending an interfund loan from the General Fund. In November, a \$75,000 ARCH Contribution payment was made. There was \$235,937 of expenditures in November that were related to Downtown Plan Services. The majority (\$232,448) of these expenses had already been accounted for in the General Fund during the 2011-12 biennium, but were transferred to the Capital Projects in November.

SUMMARY

This concludes the financial report for the City of Kenmore as of **November 30, 2012**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

**City of Kenmore, Washington
General Fund Summary Report
November 30, 2012**



	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	BIENNIUM TO DATE	% of	AMENDED BUDGET	BIENNIUM TO DATE BIENNIUM BUDGET		
	November	2011-2012	BUDGET	2011-2012	November-2010	2009-2010	2009-2010
REVENUES							
Beginning Fund Balance				4,941,884			3,683,966
Property Taxes	526,391	8,294,858	100.5%	8,254,387	1,123,769	7,991,271	7,870,521
Sales and Use Taxes	193,475	4,137,319	95.3%	4,339,202	174,209	4,333,361	4,486,179
Utility Taxes	87,543	2,667,890	88.9%	3,002,082	53,234	2,740,356	3,001,932
Other Taxes	7,435	68,667	66.0%	104,104	8,438	310,227	145,900
Development Fees & Permits	94,978	1,310,825	91.1%	1,439,095	22,403	1,374,847	1,803,313
Franchise Fees	74,743	678,256	104.3%	650,588	0	433,274	466,900
Intergovernmental and Grants	18,498	729,084	95.7%	761,476	20,073	832,017	760,841
Investment Interest	6,622	142,996	255.3%	56,000	11,123	116,510	180,000
Fines and Forfeitures	0	769	0.0%	0	0	41,101	0
Transfers and Other Revenues	611	251,373	74.2%	338,662	403	178,492	235,220
Total Revenues	1,010,297	18,282,036	96.5%	18,945,596	1,413,652	18,351,458	18,950,806
Total Revenues & Beginning Fund Balance		23,223,920		23,887,480			22,634,772

	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010		
	MONTH	BIENNIUM TO DATE	% of	AMENDED BUDGET	BIENNIUM TO DATE BIENNIUM BUDGET		
	November	2011-2012	BUDGET	2011-2012	November-2010	2009-2010	2009-2010
EXPENDITURES							
Cost Center							
City Council	8,944	237,760	109.2%	217,644	5,923	213,816	184,307
City Manager	-143,745	1,658,043	92.3%	1,796,600	50,324	1,596,507	1,576,240
City Clerk	21,271	488,727	91.1%	536,261	17,165	466,220	503,323
Finance	36,015	618,277	96.7%	639,213	17,464	472,080	484,516
Legal	11,389	485,321	98.2%	494,285	825	464,838	415,000
Non-Departmental	42,819	1,432,909	93.5%	1,532,818	40,557	1,665,178	1,774,827
Interfund Transfers	0	1,564,000	100.0%	1,564,000	0	1,371,095	3,296,095
Public Safety	298,125	6,408,858	89.3%	7,179,563	285,513	6,205,200	6,969,090
Engineering	71,516	1,089,542	104.2%	1,045,741	32,302	720,228	1,197,788
Planning & Community Dev	38,353	647,244	90.8%	712,632	71,634	2,632,915	3,358,755
Land Dev & Permitting	61,844	1,104,938	73.6%	1,501,147	0	0	0
Parks & Facility Maintenance	42,702	1,250,395	73.8%	1,695,042	39,660	1,074,808	1,001,942
Total Expenditures	489,233	16,986,016	89.8%	18,914,946	561,367	16,882,885	20,761,883
Ending Fund Balance		6,237,905		4,972,534			1,872,888
Total Expenditures and Ending Fund Balance		23,223,920		23,887,480			22,634,771

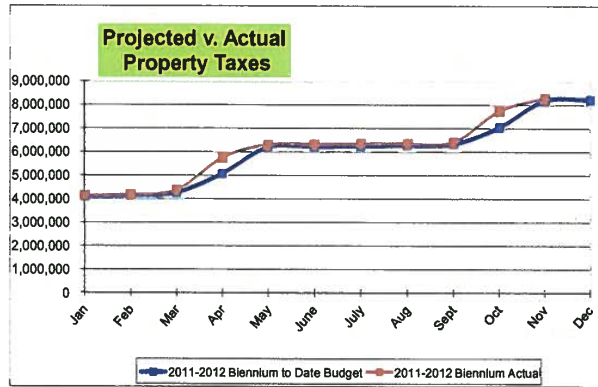
**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2012**

PROPERTY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	4,106,660	4,148,487
Jan	4,117,631	4,160,305
Feb	4,160,871	4,206,845
Mar	4,286,519	4,396,928
Apr	5,093,799	5,774,789
May	6,232,010	6,317,049
June	6,256,835	6,341,410
July	6,269,341	6,368,604
Aug	6,307,069	6,376,049
Sept	6,363,212	6,435,612
Oct	7,075,307	7,768,467
Nov	8,218,454	8,294,858
Dec	8,254,387	
2011 -2012	8,254,387	

Year To Date
Actual v. Projected

101%

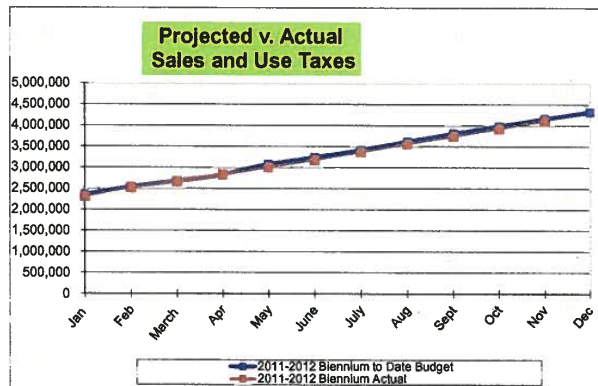


SALES, USE, CRIM JUSTICE TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	2,219,601	2,132,545
Jan	2,362,463	2,326,110
Feb	2,554,821	2,532,733
March	2,687,494	2,682,896
Apr	2,839,881	2,844,212
May	3,092,170	3,024,245
June	3,252,582	3,194,013
July	3,424,707	3,386,339
Aug	3,631,506	3,578,397
Sept	3,818,666	3,765,653
Oct	3,992,212	3,943,844
Nov	4,172,191	4,137,319
Dec	4,339,202	
2011 -2012	4,339,202	

Year To Date
Actual v. Projected

99%

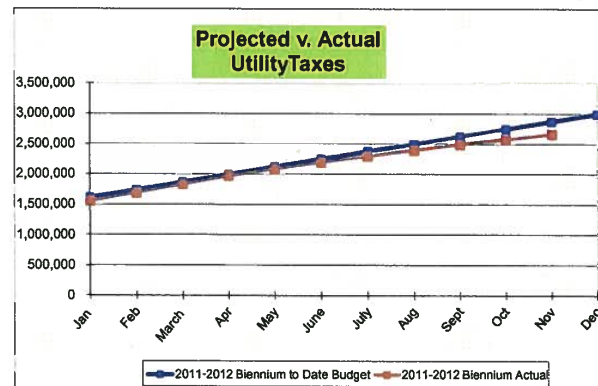


UTILITY TAXES

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	1,501,040	1,419,668
Jan	1,626,127	1,564,593
Feb	1,751,213	1,701,246
March	1,876,300	1,842,653
Apr	2,001,387	1,980,776
May	2,126,473	2,098,658
June	2,251,560	2,206,313
July	2,376,647	2,307,068
Aug	2,501,733	2,403,102
Sept	2,626,820	2,499,453
Oct	2,751,907	2,580,347
Nov	2,876,993	2,667,890
Dec	3,002,080	
2011 -2012	3,002,080	

Year To Date
Actual v. Projected

93%

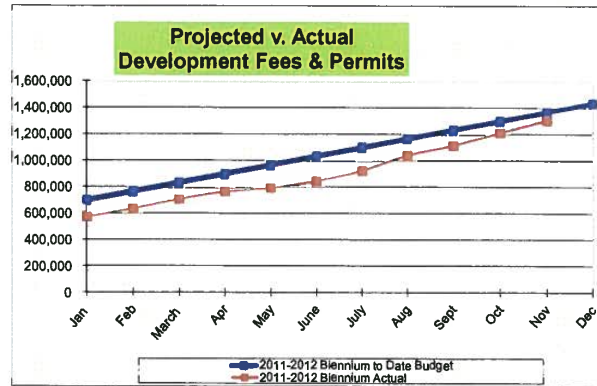


**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2012**

DEVELOPMENT FEES & PERMITS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	639,292	557,183
Jan	705,942	579,019
Feb	772,593	641,996
March	839,243	712,228
Apr	905,893	771,667
May	972,543	798,313
June	1,039,194	851,359
July	1,105,844	929,197
Aug	1,172,494	1,046,309
Sept	1,239,144	1,119,514
Oct	1,305,795	1,215,846
Nov	1,372,445	1,310,824
Dec	1,439,095	
2011 -2012	1,439,095	

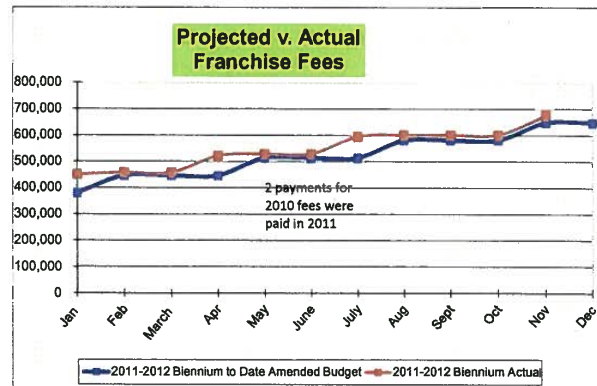
Year To Date
Actual v. Projected 96%



FRANCHISE FEES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	381,294	394,363
Jan	381,294	453,289
Feb	448,618	459,762
March	448,618	459,762
Apr	448,618	524,128
May	515,941	530,693
June	515,941	530,694
July	515,941	596,531
Aug	583,265	603,513
Sept	583,265	603,513
Oct	583,265	603,513
Nov	650,588	678,257
Dec	650,588	
2011 -2012	650,588	

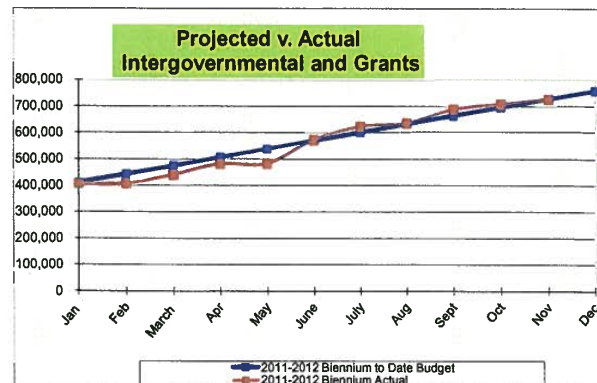
Year To Date
Actual v. Projected 104%



INTERGOVERNMENTAL & GRANTS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	380,738	370,347
Jan	412,466	408,798
Feb	444,194	408,798
March	475,923	442,675
Apr	507,651	483,518
May	539,379	483,518
June	571,107	574,429
July	602,835	625,708
Aug	634,563	638,144
Sept	666,292	691,273
Oct	698,020	710,586
Nov	729,748	729,084
Dec	761,476	
2011 -2012	761,476	

Year To Date
Actual v. Projected 100%

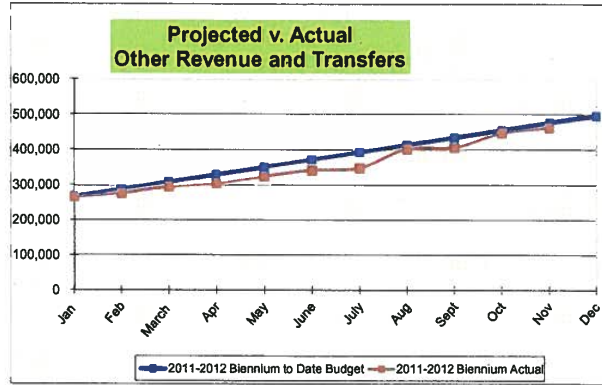


**City of Kenmore, Washington
General Fund Revenue Graphs
November 30, 2012**

OTHER REVENUES AND TRANSFERS

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	249,383	264,912
Jan	270,165	266,622
Feb	290,947	276,326
March	311,729	295,192
Apr	332,511	305,109
May	353,293	324,902
June	374,075	341,924
July	394,856	348,516
Aug	415,638	403,816
Sept	436,420	407,094
Oct	457,202	449,136
Nov	477,984	463,805
Dec	498,766	
2011 -2012	498,766	

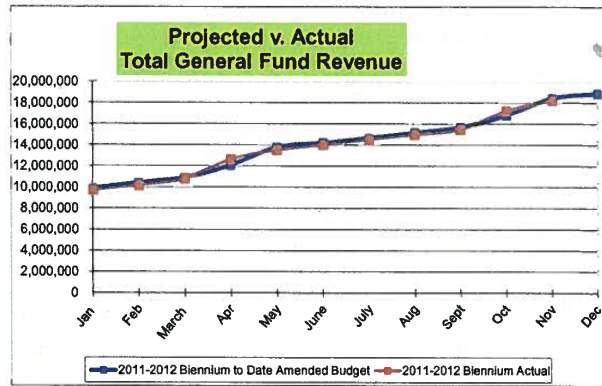
Year To Date
Actual v. Projected 97%



TOTAL GENERAL FUND REVENUE

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	9,876,089	9,758,736
Feb	10,423,257	10,227,707
March	10,925,825	10,832,334
Apr	12,129,740	12,684,200
May	13,831,811	13,577,379
June	14,261,294	14,040,142
July	14,690,172	14,561,963
Aug	15,246,269	15,049,330
Sept	15,733,820	15,522,112
Oct	16,863,708	17,271,739
Nov	18,498,404	18,282,036
Dec	18,945,595	
2011 -2012	18,945,595	

Year To Date
Actual v. Projected 99%

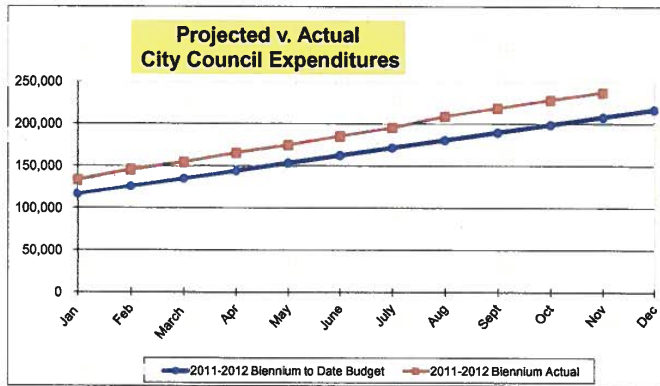


**City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2012**

CITY COUNCIL

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	108,797	127,749
Jan	117,868	133,976
Feb	126,938	146,435
March	136,009	155,219
Apr	145,079	165,832
May	154,150	175,268
June	163,221	185,884
July	172,291	195,984
Aug	181,362	209,496
Sept	190,432	219,083
Oct	199,503	228,816
Nov	208,573	237,760
Dec	217,644	
2011-2012	217,644	

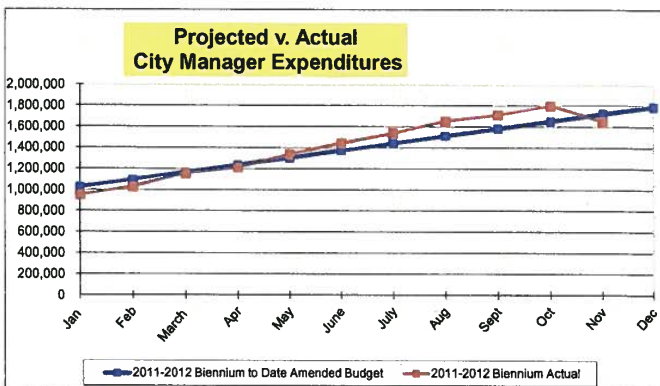
Year To Date
Actual v. Projected 114%



CITY MANAGER

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	959,734	912,314
Jan	1,029,473	954,492
Feb	1,099,212	1,030,751
March	1,168,951	1,160,837
Apr	1,238,689	1,214,980
May	1,308,428	1,338,183
June	1,378,167	1,447,990
July	1,447,906	1,541,858
Aug	1,517,645	1,656,006
Sept	1,587,384	1,715,771
Oct	1,657,122	1,801,788
Nov	1,726,861	1,658,043
Dec	1,796,600	
2011-2012	1,796,600	

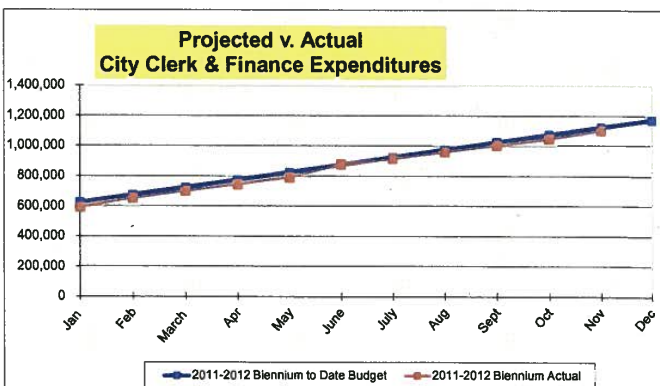
Year To Date
Actual v. Projected 96%



CITY CLERK & FINANCE

	2011-2012 Biennium to Date Budget	2011-2012 Biennium Actual
2011	577,181	550,087
Jan	627,039	593,676
Feb	676,897	655,819
March	726,754	703,370
Apr	776,612	747,105
May	826,470	793,186
June	876,328	879,956
July	926,185	918,780
Aug	976,043	962,205
Sept	1,025,901	1,007,796
Oct	1,075,759	1,049,718
Nov	1,125,616	1,107,004
Dec	1,175,474	
2011-2012	1,175,474	

Year To Date
Actual v. Projected 98%



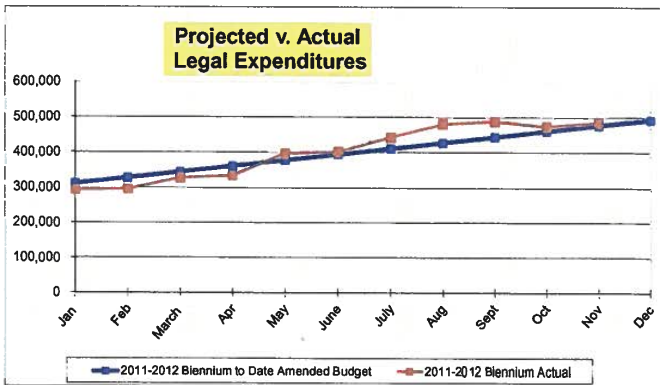
City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2012

LEGAL

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	295,785	294,320
Jan	312,327	294,320
Feb	328,868	296,333
March	345,410	328,304
Apr	361,952	334,730
May	378,493	397,117
June	395,035	402,290
July	411,577	443,895
Aug	428,118	481,573
Sept	444,660	488,852
Oct	461,202	473,932
Nov	477,743	485,321
Dec	494,285	
2011-2012	494,285	

Year To Date
 Actual v. Projected

102%

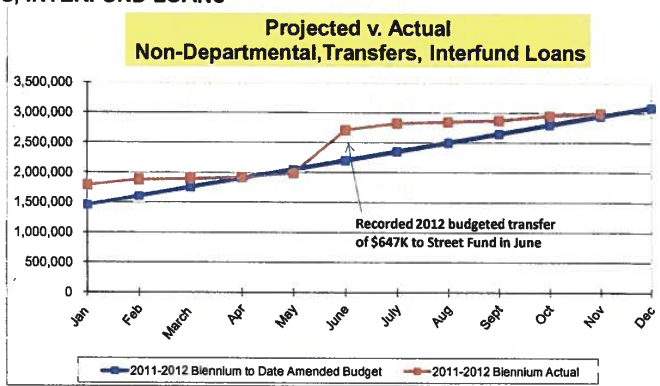


NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	1,323,203	1,671,568
Jan	1,471,004	1,799,662
Feb	1,618,806	1,891,906
March	1,766,607	1,904,342
Apr	1,914,408	1,927,035
May	2,062,209	1,998,718
June	2,210,011	2,715,150
July	2,357,812	2,828,087
Aug	2,505,613	2,850,756
Sept	2,653,414	2,876,423
Oct	2,801,216	2,954,090
Nov	2,949,017	2,996,909
Dec	3,096,818	
2011-2012	3,096,818	

Year To Date
 Actual v. Projected

102%

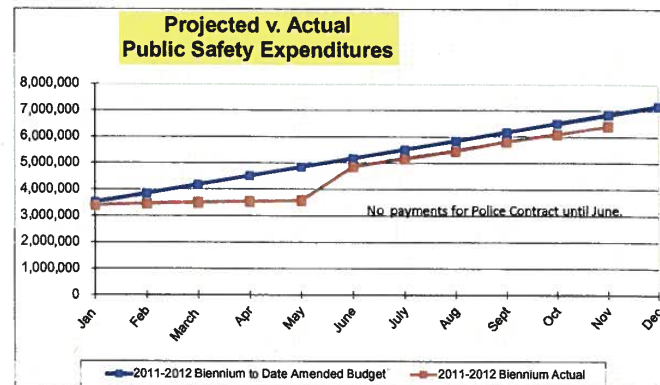


PUBLIC SAFETY

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	3,196,106	3,403,896
Jan	3,528,061	3,406,200
Feb	3,860,016	3,470,100
March	4,191,970	3,510,205
Apr	4,523,925	3,549,974
May	4,855,880	3,585,765
June	5,187,835	4,873,104
July	5,519,789	5,175,502
Aug	5,851,744	5,467,307
Sept	6,183,699	5,825,986
Oct	6,515,654	6,110,733
Nov	6,847,608	6,408,858
Dec	7,179,563	
2011-2012	7,179,563	

Year To Date
 Actual v. Projected

94%



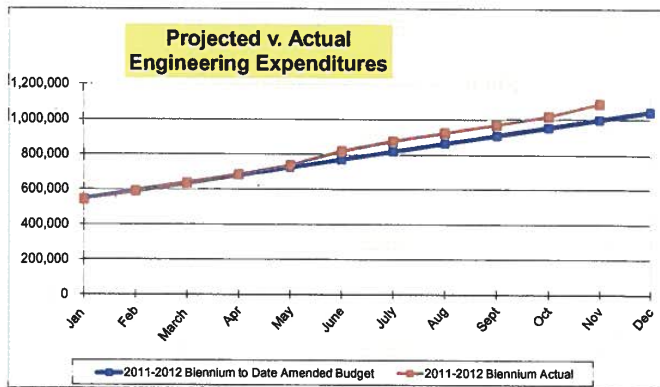
City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2012

ENGINEERING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	501,361	503,575
Jan	546,726	543,221
Feb	592,091	591,909
March	637,456	638,917
Apr	682,821	685,694
May	728,186	737,839
June	773,551	819,272
July	818,916	875,830
Aug	864,281	923,818
Sept	909,646	969,738
Oct	955,011	1,018,026
Nov	1,000,376	1,089,542
Dec	1,045,741	
2011-2012	1,045,741	

Year To Date
 Actual v. Projected

109%

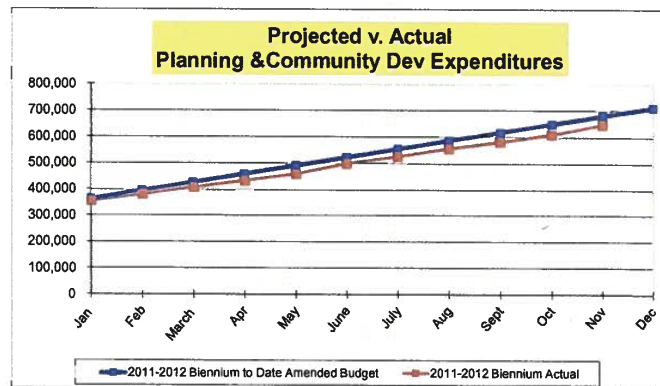


PLANNING & COMMUNITY DEV

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	333,878	330,213
Jan	365,441	355,355
Feb	397,004	381,265
March	428,567	407,823
Apr	460,129	433,175
May	491,692	458,553
June	523,255	498,523
July	554,818	525,454
Aug	586,381	555,168
Sept	617,944	581,087
Oct	649,506	608,891
Nov	681,069	647,244
Dec	712,632	
2011-2012	712,632	

Year To Date
 Actual v. Projected

95%

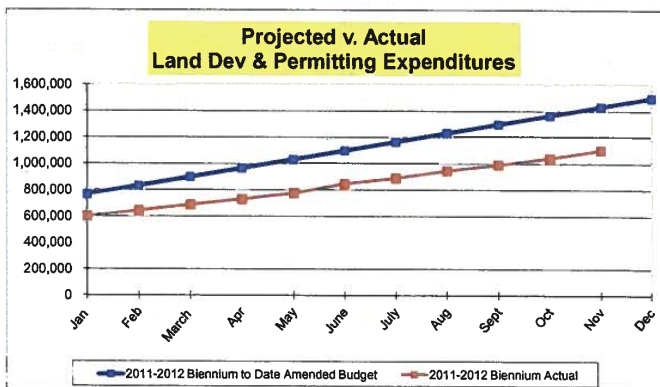


LAND DEV & PERMITTING

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	701,782	560,680
Jan	768,396	602,819
Feb	835,010	645,397
March	901,623	690,176
Apr	968,237	732,455
May	1,034,851	778,692
June	1,101,465	848,390
July	1,168,078	892,417
Aug	1,234,692	948,465
Sept	1,301,306	993,810
Oct	1,367,920	1,043,094
Nov	1,434,533	1,104,938
Dec	1,501,147	
2011-2012	1,501,147	

Year To Date
 Actual v. Projected

77%

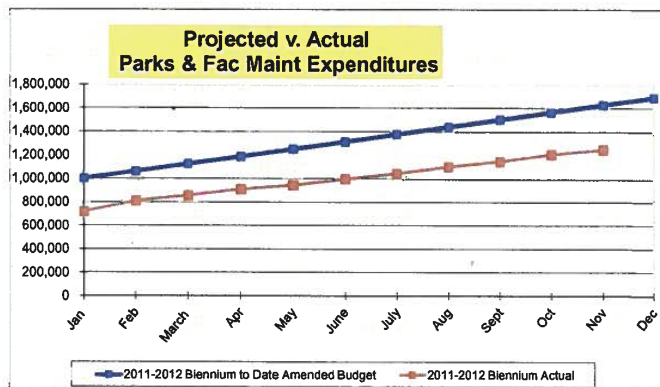


City of Kenmore, Washington
General Fund Expenditure Graphs
November 30, 2012

PARKS & FACILITY MAINT

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
2011	941,976	715,261
Jan	1,004,732	719,947
Feb	1,067,487	812,556
March	1,130,243	858,040
Apr	1,192,998	912,244
May	1,255,754	944,684
June	1,318,509	999,210
July	1,381,265	1,046,019
Aug	1,444,020	1,102,949
Sept	1,506,776	1,147,892
Oct	1,569,531	1,207,694
Nov	1,632,287	1,250,395
Dec	1,695,042	
2011-2012	1,695,042	

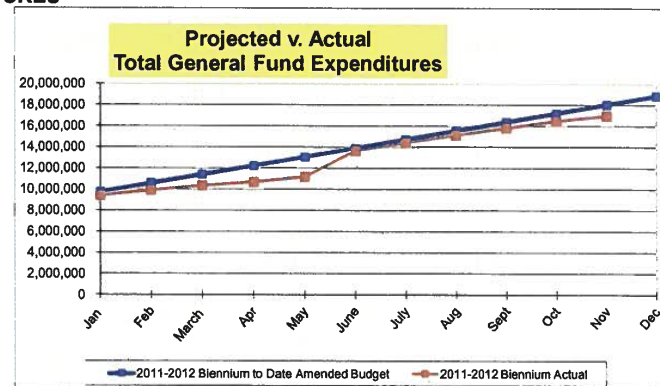
Year To Date
 Actual v. Projected 77%



TOTAL GENERAL FUND EXPENDITURES

	2011-2012 Biennium to Date Amended Budget	2011-2012 Biennium Actual
Jan	9,771,065	9,403,668
Feb	10,602,327	9,922,471
March	11,433,589	10,357,232
Apr	12,264,851	10,703,223
May	13,096,113	11,208,004
June	13,927,375	13,669,770
July	14,758,636	14,443,827
Aug	15,589,898	15,157,742
Sept	16,421,160	15,826,439
Oct	17,252,422	16,496,782
Nov	18,083,684	16,986,016
Dec	18,914,946	
2011-2012	18,914,946	

Year To Date
 Actual v. Projected 94%



City of Kenmore, Washington
All Funds Cash Summary
November 30, 2012



	2009-2010		2011-2012
	BIENNIUM	AMENDED BUDGET	BIENNIUM TO DATE
GENERAL FUND			
Beginning Cash	2,748,258	4,941,884	4,941,884
Interfund Loan Repayment	6,850,000	0	0
Revenues	18,944,234	18,945,595	18,282,036
Total Sources	28,542,492	23,887,479	23,223,920
Interfund Loans	5,350,000	0	0
Expenditures	18,262,703	18,914,946	16,986,016
Ending Cash	4,929,789	4,972,533	6,237,905
Total Uses	28,542,492	23,887,479	23,223,920
STREET FUND			
Beginning Cash	228,568	2,040,582	2,040,582
Interfund Loan	3,550,000	0	0
Revenues	8,568,320	2,394,724	2,101,677
Total Sources	12,346,888	4,435,306	4,142,259
Interfund Loan Repaid	6,150,000	0	0
Expenditures	4,156,306	3,160,790	2,492,688
Ending Cash	2,040,582	1,274,516	1,649,571
Total Uses	12,346,888	4,435,306	4,142,259
ARTERIAL STREET FUND			
Beginning Cash	1,432,272	1,209,197	1,209,197
Interfund Loan	8,300,000	0	0
Revenues	23,393,136	7,574,163	3,680,423
Total Sources	33,125,408	8,783,360	4,889,620
Interfund Loan Repaid	10,500,000	0	0
Expenditures	21,416,211	8,420,240	4,086,718
Ending Cash	1,209,197	363,120	802,901
Total Uses	33,125,408	8,783,360	4,889,620
PUBLIC ART FUND			
Beginning Cash	67,378	68,244	68,244
Revenues	130,857	3,979	819
Total Sources	198,235	72,223	69,063
Expenditures	129,991	1,000	1,000
Ending Cash	68,244	71,223	68,063
Total Uses	198,235	72,223	69,063
PARK IMPACT FEE FUND			
Beginning Cash	976,339	1,354,455	1,354,455
Revenues	396,799	440,942	259,962
Total Sources	1,373,138	1,795,397	1,614,417
Expenditures	18,683	700,000	0
Ending Cash	1,354,455	1,095,397	1,614,417
Total Uses	1,373,138	1,795,397	1,614,417
TRANSPORTATION IMPACT FEE FUND			
Beginning Cash	146,087	545,655	545,655
Revenues	1,280,266	943,962	847,935
Total Sources	1,426,353	1,489,617	1,393,590
Expenditures	880,698	1,221,255	610,628
Ending Cash	545,655	268,362	782,962
Total Uses	1,426,353	1,489,617	1,393,590
SWAMP CREEK BASIN FUND			
Beginning Cash	0	1,762,640	1,762,640
Revenues	1,762,640	35,619	10,650
Total Sources	1,762,640	1,798,259	1,773,289
Expenditures	0	202,500	198,109
Ending Cash	1,762,640	1,595,759	1,575,180
Total Uses	1,762,640	1,798,259	1,773,289

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City of Kenmore, Washington
All Funds Cash Summary
November 30, 2012



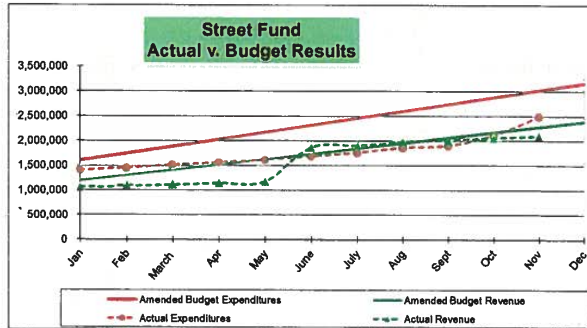
	2009-2010 BIENNIUM	AMENDED BUDGET	November	2011-2012 BIENNIUM TO DATE
MUNICIPAL CAPITAL RESERVE FUND				
Beginning Cash	2,402,043	1,866,318		1,866,318
Interfund Loan Repayment	8,800,000	0		0
Revenues	1,493,254	2,038,341	104,446	1,312,745
Total Sources	12,695,297	3,904,659	104,446	3,179,062
Interfund Loan	5,500,000	0		0
Expenditures	5,328,980	3,262,894	24,276	2,367,001
Ending Cash	1,866,318	641,765		812,061
Total Uses	12,695,297	3,904,659	24,276	3,179,062
CAPITAL PROJECTS FUND				
Beginning Cash	12,016,588	60,725		60,725
Revenues	4,693,262	508,079	2,050	552,845
Total Sources	16,709,850	568,804	2,050	613,570
Expenditures	16,636,626	1,717,820	311,932	1,643,213
Ending Cash	73,223	(1,149,016)		(1,029,643)
Total Uses	16,709,850	568,804	311,932	613,570
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	3,865,039	1,590,280		1,590,280
Revenues	2,824,196	3,743,334	331,671	3,727,188
Total Sources	6,689,235	5,333,614	331,671	5,317,469
Expenditures	5,098,954	4,866,475	76,736	3,531,754
Ending Cash	1,590,280	467,139		1,785,714
Total Uses	6,689,235	5,333,614	76,736	5,317,469
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	167,514
Total Sources	621,556	685,830	0	691,825
Expenditures	97,246	231,830	0	220,257
Ending Cash	524,310	454,000		471,567
Total Uses	621,556	685,830	0	691,825
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	269,109	278,859		278,859
Revenues	144,107	0	301	122,314
Total Sources	413,216	278,859	301	401,173
Expenditures	134,357	0	170	153,709
Ending Cash	278,859	278,859		247,465
Total Uses	413,216	278,859	170	401,173
TOTALS				
Beginning Cash	25,719,671	17,507,613		17,507,613
Interfund Loan	28,500,000	0		0
Revenues	63,949,101	36,790,258	1,928,918	31,066,107
Total Sources	118,168,772	54,297,871	1,928,918	48,573,720
Interfund Loan	28,500,000	0		0
Expenditures	72,160,756	42,699,750	1,427,459	32,092,984
Ending Cash	17,508,016	11,598,121		16,282,627
Total Uses	118,168,772	54,297,871	1,427,459	48,375,611

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**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2012**

STREET FUND

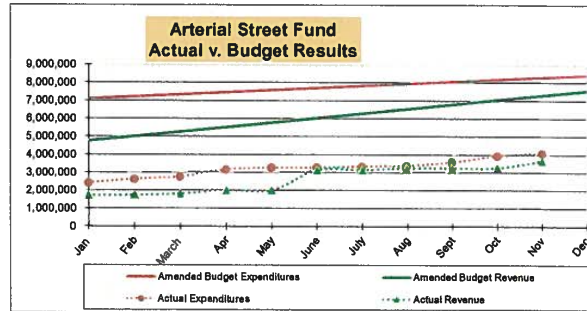
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	1,475,084	1,395,044	1,097,749	1,036,456
Jan	1,615,541	1,414,739	1,205,830	1,067,023
Feb	1,756,018	1,465,263	1,313,912	1,103,823
March	1,896,496	1,525,971	1,421,993	1,135,003
Apr	2,036,973	1,572,987	1,530,074	1,168,279
May	2,177,450	1,623,806	1,638,155	1,203,687
June	2,317,927	1,691,885	1,748,237	1,264,049
July	2,458,404	1,759,331	1,854,318	1,320,907
Aug	2,598,881	1,862,123	1,962,399	1,388,974
Sept	2,739,359	1,904,096	2,070,480	1,456,805
Oct	2,879,836	2,115,811	2,178,562	1,526,389
Nov	3,020,313	2,492,688	2,286,643	2,101,677
Dec	3,160,790		2,394,724	
2011-2012	3,160,790		2,394,724	
Total Actual to Date vs Total Budget		79%		88%



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

ARTERIAL STREET FUND

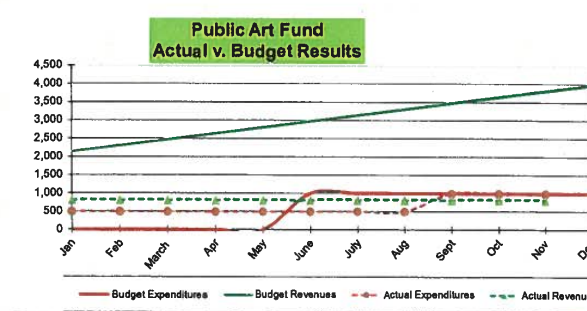
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	6,972,098	2,438,721	4,534,097	1,751,881
Jan	7,092,777	2,428,890	4,787,438	1,751,881
Feb	7,213,455	2,832,429	5,040,775	1,770,381
March	7,334,134	2,770,916	5,294,114	1,848,083
Apr	7,454,812	3,173,843	5,547,452	2,048,083
May	7,575,491	3,280,147	5,800,791	2,048,083
June	7,696,169	3,285,629	6,054,130	3,174,530
July	7,816,848	3,350,992	6,307,469	3,174,585
Aug	7,937,526	3,394,588	6,560,808	3,290,412
Sept	8,058,205	3,562,443	6,814,147	3,290,412
Oct	8,178,883	3,938,483	7,067,485	3,290,412
Nov	8,299,562	4,086,718	7,320,824	3,680,423
Dec	8,420,240		7,574,163	
2011-2012	8,420,240		7,574,163	
Total Actual to Date vs Total Budget		49%		49%



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

PUBLIC ART FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	500	500	1,982	819
Jan	0	500	2,148	819
Feb	0	500	2,315	819
March	0	500	2,481	819
Apr	0	500	2,648	819
May	0	500	2,814	819
June	1,000	500	2,981	819
July	1,000	500	3,147	819
Aug	1,000	500	3,313	819
Sept	1,000	1,000	3,480	819
Oct	1,000	1,000	3,646	819
Nov	1,000	1,000	3,813	819
Dec	1,000		3,979	
2011-2012	1,000		3,979	
Total Actual to Date vs Total Budget		100%		21%

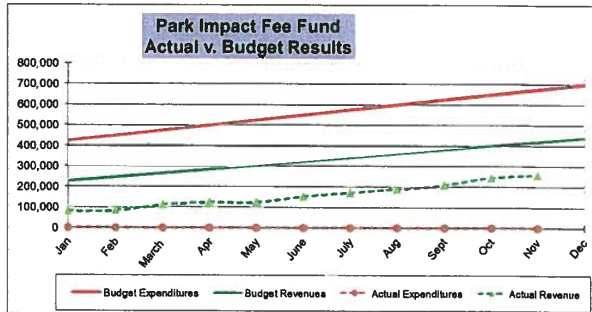


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2012**

PARK IMPACT FEE FUND

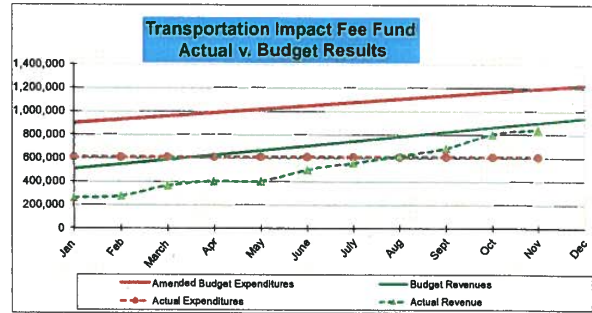
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	400,000	0	208,183	78,853
Jan	425,000	0	228,496	84,150
Feb	450,000	0	247,810	89,015
March	475,000	0	267,123	115,771
Apr	500,000	0	286,436	128,038
May	525,000	0	305,749	128,038
June	550,000	0	325,063	155,945
July	575,000	0	344,376	173,704
Aug	600,000	0	363,689	191,463
Sept	625,000	0	383,002	211,759
Oct	650,000	0	402,316	247,277
Nov	675,000	0	421,629	259,982
Dec	700,000		440,942	
2011-2012	700,000		440,942	
Total Actual to Date vs Total Budget		0%		59%



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

TRANSPORTATION IMPACT FEE FUND

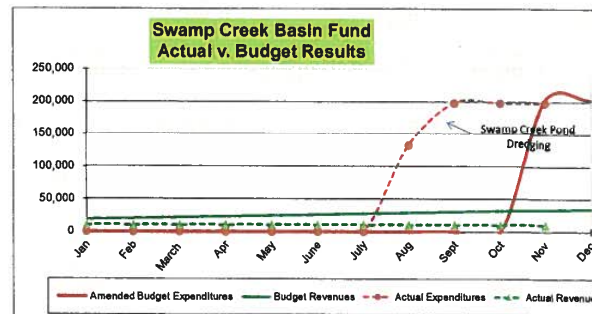
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	871,255	610,628	470,982	239,206
Jan	900,422	610,628	510,379	263,465
Feb	929,588	610,628	549,795	279,637
March	958,755	610,628	589,212	368,587
Apr	987,922	610,628	628,629	409,386
May	1,017,088	610,628	668,045	409,386
June	1,046,255	610,628	707,462	502,140
July	1,075,422	610,628	746,879	561,178
Aug	1,104,588	610,628	786,295	620,216
Sept	1,133,755	610,628	825,712	687,689
Oct	1,162,922	610,628	865,129	805,705
Nov	1,192,088	610,628	904,545	847,935
Dec	1,221,255		943,962	
2011-2012	1,221,255		943,962	
Total Actual to Date vs Total Budget		50%		90%



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

SWAMP CREEK BASIN FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	0	0	17,721	10,850
Jan	0	0	19,212	10,850
Feb	0	0	20,703	10,850
March	0	0	22,194	10,850
Apr	0	0	23,685	10,850
May	0	0	25,176	10,850
June	0	0	26,667	10,850
July	0	0	28,158	10,850
Aug	0	131,639	29,649	10,850
Sept	0	198,109	31,140	10,850
Oct	0	198,109	32,631	10,850
Nov	202,500	198,109	34,122	10,850
Dec	202,500		35,619	
2011-2012	202,500		35,619	
Total Actual to Date vs Total Budget		98%		30%

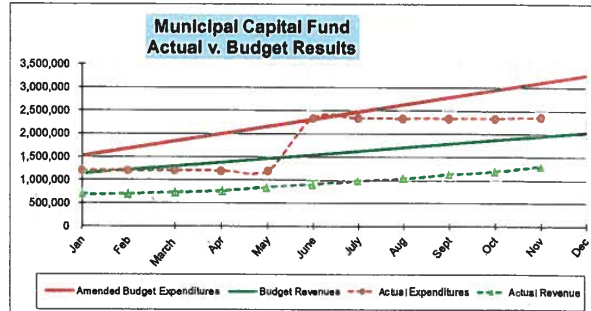


This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2012**

MUNICIPAL CAPITAL FUND

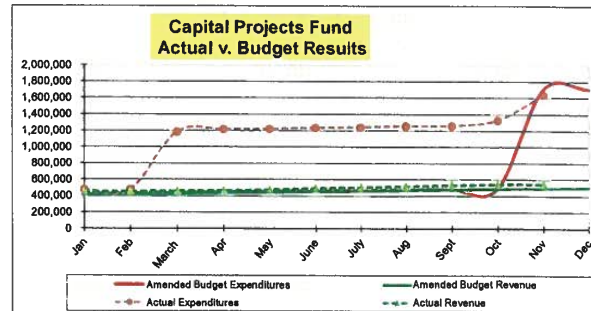
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	1,384,344	1,211,586	1,063,582	656,183
Jan	1,522,557	1,211,586	1,144,612	713,386
Feb	1,680,769	1,211,586	1,226,042	731,450
March	1,838,982	1,211,586	1,307,272	761,141
Apr	1,997,194	1,211,586	1,388,502	793,311
May	2,155,407	1,211,586	1,469,732	861,547
June	2,313,619	2,338,033	1,550,062	921,064
July	2,471,832	2,338,033	1,632,191	1,008,239
Aug	2,630,044	2,342,725	1,713,421	1,084,866
Sept	2,788,257	2,342,725	1,794,651	1,148,034
Oct	2,946,469	2,342,725	1,875,861	1,208,269
Nov	3,104,682	2,387,001	1,957,111	1,312,745
Dec	3,262,894		2,038,341	
2011-2012	3,262,894		2,038,341	
Total Actual to Date vs Total Budget		73%		64%



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

CAPITAL PROJECTS FUND

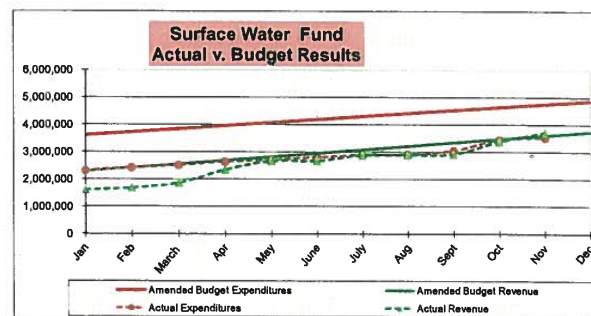
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	412,410	474,789	406,813	447,834
Jan	420,381	477,873	415,252	452,825
Feb	428,312	479,334	423,691	459,269
March	436,283	1,183,893	432,130	464,280
Apr	444,213	1,216,182	440,568	469,251
May	452,184	1,219,622	449,007	480,011
June	460,115	1,234,348	457,446	498,109
July	468,086	1,242,534	465,885	510,345
Aug	476,017	1,256,424	474,324	525,381
Sept	483,988	1,262,239	482,763	537,617
Oct	491,918	1,331,281	491,201	550,795
Nov	1,709,889	1,643,213	499,640	552,845
Dec	1,709,889		508,079	
2011-2012	1,709,889		508,079	
Total Actual to Date vs Total Budget		96%		100%



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

SURFACE WATER MANAGEMENT FUND

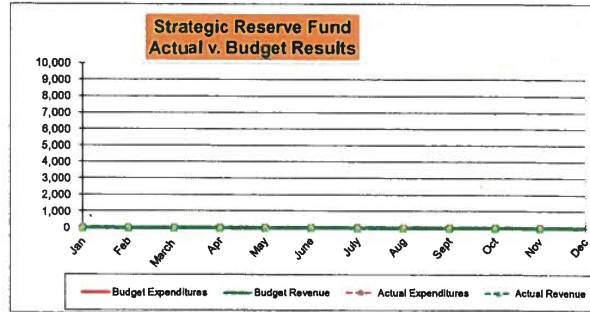
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	3,504,478	2,301,189	2,172,824	1,804,654
Jan	3,617,978	2,320,252	2,303,517	1,822,286
Feb	3,731,478	2,428,578	2,434,400	1,702,096
March	3,844,977	2,517,079	2,565,302	1,880,583
Apr	3,958,477	2,638,049	2,696,194	2,352,875
May	4,071,977	2,720,924	2,827,087	2,678,976
June	4,185,477	2,798,168	2,957,979	2,685,934
July	4,298,976	2,893,020	3,088,872	2,893,509
Aug	4,412,476	2,900,909	3,219,764	2,914,728
Sept	4,525,976	3,044,829	3,350,657	2,930,419
Oct	4,639,476	3,455,018	3,481,549	3,395,517
Nov	4,752,975	3,531,754	3,612,442	3,727,168
Dec	4,866,475		3,743,334	
2011-2012	4,866,475		3,743,334	
Total Actual to Date vs Total Budget		73%		100%



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.

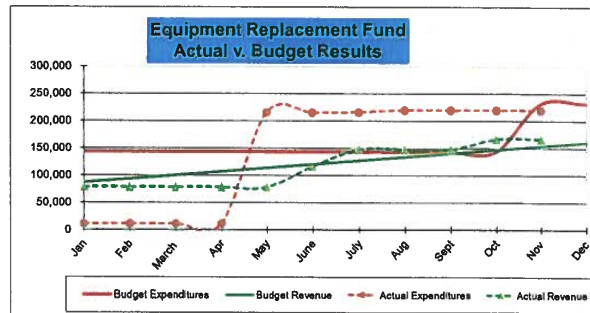
**City of Kenmore, Washington
Other Funds Monthly Activity
November 30, 2012**

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



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

EQUIPMENT REPLACEMENT FUND				
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	143,497	11,385	81,072	79,164
Jan	143,497	11,385	87,776	79,164
Feb	143,497	11,385	94,480	79,164
March	143,497	11,385	101,184	79,164
Apr	143,497	11,385	107,888	79,164
May	143,497	215,949	114,592	79,164
June	143,497	215,949	121,296	117,064
July	143,497	216,499	128,000	148,564
Aug	143,497	220,137	134,704	148,564
Sept	143,497	220,137	141,408	148,564
Oct	143,497	220,257	148,112	167,514
Nov	231,830	220,257	154,816	167,514
Dec	231,830		161,520	
2011-2012	231,830		161,520	
Total Actual to Date vs Total Budget		95%		104%



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

City of Kenmore, Washington
Cash and Investment Report
November 30, 2012



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,717,609	\$1,010,297	\$489,233	\$6,238,673
Street	1,991,158	35,288	376,877	1,649,570
Arterial Street	561,127	390,010	148,236	802,902
Public Art	68,064	0	0	68,064
Park Impact Fee	1,601,734	12,685	0	1,614,419
Transp Impact Fee	740,793	42,170	0	782,963
Swamp Creek Basin	1,575,180	0	0	1,575,180
Municipal Capital	731,890	104,446	24,276	812,060
Capital Projects	-719,764	2,050	311,932	-1,029,646
Capital Projects-Retainage	0	0	0	0
Surface Water Mgt.	1,530,780	331,671	76,736	1,785,715
Strategic Reserve	1,264,465	0	0	1,264,465
Equipment Replacement	471,566	0	0	471,566
Trust & Agency	247,330	301	170	247,461
Totals	\$15,781,933	\$1,928,918	\$1,427,459	\$16,283,392

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	\$2,557,093	\$3,681,177	\$6,238,270
Street	799,570	850,000	1,649,570
Arterial Street	802,903	0	802,903
Public Art	53,063	15,000	68,063
Park Impact Fee	684,419	930,000	1,614,419
Transp Impact Fee	752,964	30,000	782,964
Swamp Creek Basin	175,181	1,400,000	1,575,181
Municipal Capital	812,060	0	812,060
Capital Projects	-1,479,646	450,000	-1,029,646
Surface Water Mgt.	1,275,715	510,000	1,785,715
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	21,567	450,000	471,567
Trust & Agency	147,461	100,000	247,461
Totals	\$7,016,815	\$9,266,177	\$16,282,992

City of Kenmore, Washington
Schedule of Investments
November 30, 2012



		Average Yield to Maturity-Securities						Overall Average Yield	
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%	0.88%	no call	991,238.90	8,722.90
	3136G0QY0	FNMA	7/25/2017	7/25/2012	0.75%	0.75%	7/25/2013	1,000,000.00	7,500.00
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								2,885,970.78	26,360.21
Seattle Northwest Securities									
Time Value Investments									
	313586QR3	FNMA	7/5/2014	6/7/2011	1.00% compounds		no call	998,858.37	9,988.58
	31398A4N9	FNMA	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90
Called 11/30/12	3136FTPX1	FNMA	11/13/2015	11/30/2011	1.16%	1.16%	11/30/2012		
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								2,998,316.45	28,583.91
Wells Fargo Bank									
	3136FTXD6	FNMA	12/28/2015	12/28/2011	1.10%	1.10%	12/28/2012	1,000,000.00	11,000.00
Total Wells Fargo Purchases								1,000,000.00	11,000.00
Banner Bank CD's									
	5740005425	CD	2/6/2013	2/6/2012	0.45%	0.45%		1,132,694.88	5,097.13
Total Banner Bank CD's								1,132,694.88	5,097.13
Sound Community Bank CD's									
	18299229	CD	2/11/2014	8/17/2012	0.65%	0.65%		1,000,000.00	6,500.00
Total Sound Community Bank CD's								1,000,000.00	6,500.00
Opus Bank CD's									
	280140042	CD	3/16/2015	3/15/2011	1.15%	1.15%		249,194.49	2,865.74
Total Cascade Bank CD's								249,194.49	2,865.74
TOTAL ALL SECURITIES								\$ 9,266,176.60	\$ 80,406.99
					Banner Checking and Savings		0.17% Banner	2,769,410.35	4,708.00
					Opus Bank		0.20%	11,077.00	22.15
					Cash			1,005.00	-
					Local Government Investment Pool		0.18% LGIP	4,235,321.18	7,589.70
Total Accounts								\$ 16,282,980.13	92,726.83

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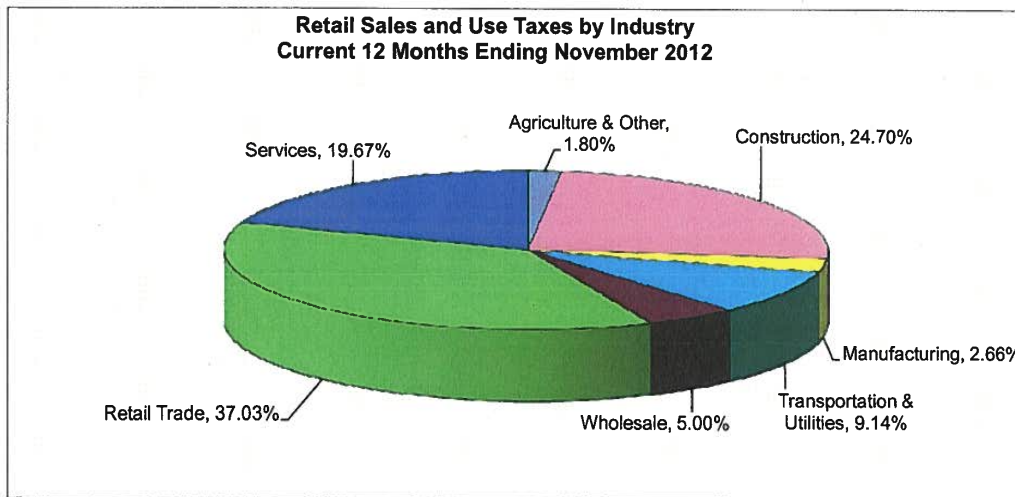
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 November 2012

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	3,409.23	8.01	3,417.24	2.2%
CONSTRUCTION	36,977.37	1,476.02	38,453.40	24.9%
MANUFACTURING	3,206.54	32.88	3,239.42	2.1%
TRANSPORTATION & UTILITIES	16,867.54	1,481.08	18,348.63	11.9%
WHOLESALE	8,285.15	70.39	8,355.55	5.4%
RETAIL TRADE	50,434.59	348.43	50,783.02	32.9%
SERVICES	28,926.27	448.88	29,375.15	19.1%
PUBLIC SERVICES	5.35	2,146.01	2,151.36	1.4%
	148,112.04	6,011.72	154,123.76	100.0%

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
November 30, 2012



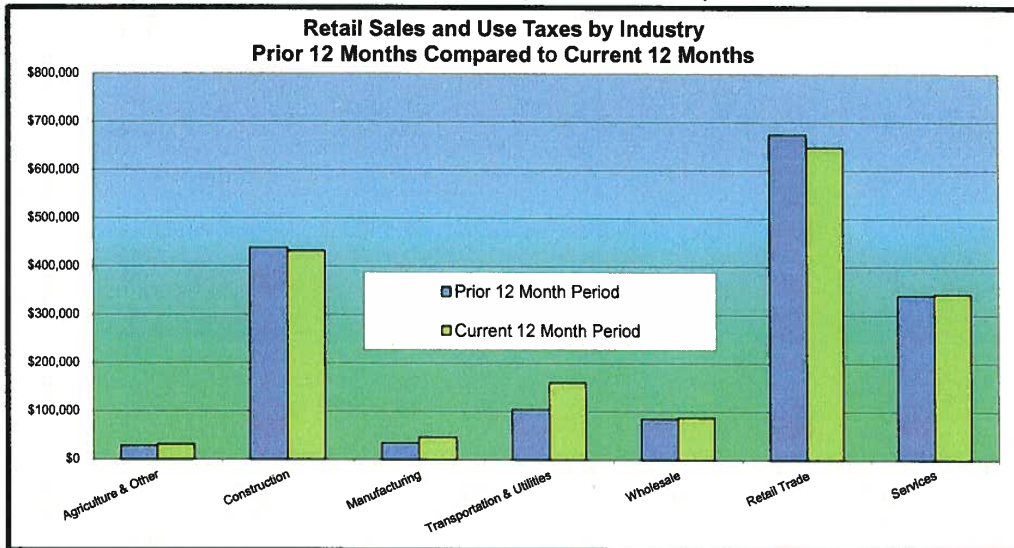
Industry	Prior 12 Months ending November 2011	Current 12 Months ending November 2012	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$27,862	\$31,519	13.13%	1.80%
Construction	438,231	431,594 *	-1.51%	24.70%
Manufacturing (Printing, Publishing, Other Manuf.)	34,325	46,442	35.30%	2.66%
Transp/Comm/Utilities (Telecomm., Air Transport.)	103,614	159,633	54.07%	9.14%
Wholesale (Lumber, Other Wholesale)	84,453	87,409	3.50%	5.00%
Retail Trade (Eating, Merchandise, Food Stores)	673,873	647,097	-3.97%	37.03%
Services (Auction, Recreation, Auto Repair, Financial)	340,401	343,635	0.95%	19.67%
Totals	\$1,702,759	\$1,747,329	2.62%	100%
Increase/(Decrease)		\$44,569	2.62%	



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



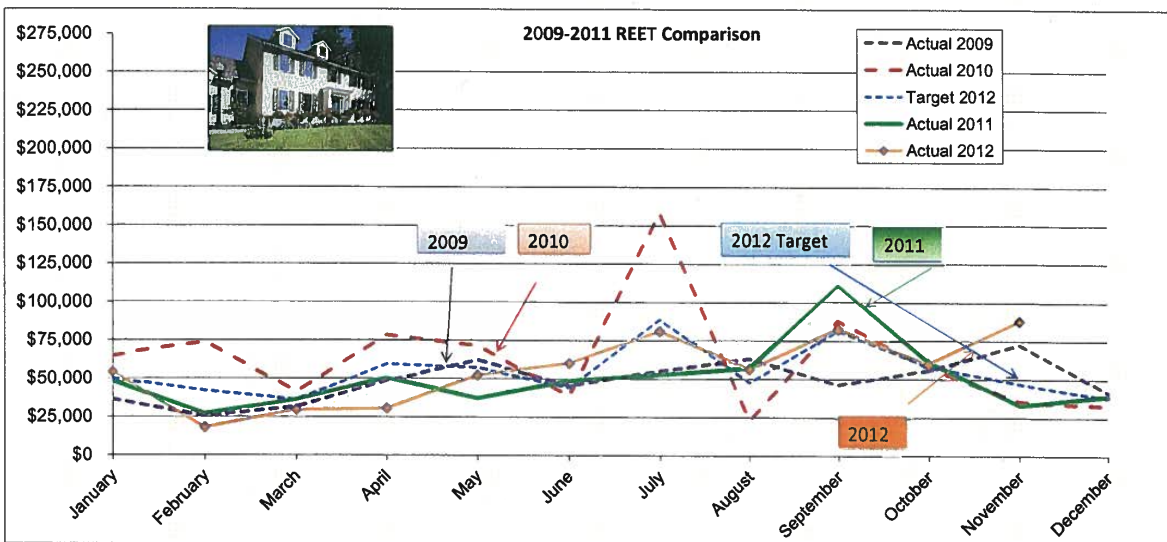
**City of Kenmore, Washington
Real Estate Excise Tax Report
November 30, 2012**



Real Estate Excise Taxes (REET) 2008 - 2012 Monthly Receipts						
	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Target 2012
January	167,796	36,640	64,792	48,679	54,359	50,037
February	39,354	25,466	73,383	27,294	18,064	42,048
March	42,409	31,468	41,445	36,507	29,691	36,474
April	75,958	48,355	78,233	50,463	30,662	59,017
May	50,369	61,743	71,622	37,671	52,575	57,012
June	45,084	45,639	38,919	48,938	60,408	44,499
July	102,721	55,328	158,221	53,012	81,316	88,853
August	93,364	63,161	23,033	57,471	56,626	47,888
September	68,457	46,508	87,734	111,107	82,785	81,783
October	39,607	55,905	57,761	61,805	60,265	58,490
November	60,295	72,456	35,585	33,475	88,057	47,172
December	34,608	41,723	32,962	39,510		38,065
	\$820,021	\$584,392	\$763,689	\$605,931	\$614,808	\$651,337

For 2012, REET is \$48,387 more than the same period last year and above the 2012 target by \$1,535

Real Estate Excise Taxes (REET) 2008 - 2012 Property Sales > \$500,000 (The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)										
Taxes from > \$500,000 Sale Amounts										
	2008	2009	2010	2011	2012	2008	2009	2010	2011	2012
January	28,479,285	3,809,950	3,790,500	1,046,085	5,515,283	140,972	18,859	18,763	5,178	27,301
February	4,994,900	2,819,838	4,805,000	547,257	1,152,000	24,725	13,958	23,785	2,709	5,702
March	6,016,500	2,923,000	1,149,000	1,100,000	750,000	29,782	14,469	5,688	5,445	3,713
April	9,089,830	3,942,750	1,779,000	1,075,000	870,000	44,995	19,517	8,806	5,321	4,307
May	4,285,470	7,254,950	1,859,000	2,372,000	2,796,250	21,213	35,912	9,202	11,741	13,841
June	5,868,926	560,000	540,000	2,605,000	1,215,000	29,051	2,772	2,673	12,895	6,014
July	15,533,779	3,739,900	18,013,000	3,354,950	4,196,500	76,892	18,513	89,164	16,607	20,773
August	12,492,130	3,857,600	1,020,000	3,045,950	1,756,200	61,836	19,095	5,049	15,077	8,693
September	6,504,602	2,275,000	11,276,760	15,691,044	4,859,500	32,198	11,261	55,820	77,671	24,055
October	3,397,877	5,949,213	610,000	7,873,950	3,087,500	16,819	29,449	3,020	38,976	15,283
November	5,851,865	6,393,000	1,020,000	875,000	8,334,960	28,967	31,645	5,049	4,331	41,258
December	619,950	1,855,348	2,178,000	2,189,000		3,069	9,184	10,781	10,836	0
	\$103,135,114	\$45,380,549	\$48,040,260	\$41,775,236	\$34,533,193	\$510,519	\$224,634	\$237,800	\$206,787	\$170,940



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

**City of Kenmore, Washington
Monthly Report for Kenmore Village
November 30, 2012**



Revenues

Lease Income (USPS & Kenmore Village)
Return of Security Deposit
Other Rent Income
Insurance Proceeds
Leasehold Excise Returned

Total Revenues

November	Biennium-to- Date	Biennium Budget
\$ -	\$ 122,828	\$ 88,266
-	3,257	0
2,050	19,800	0
-	19,672	0
-	3,766	0
<u>\$ 2,050</u>	<u>\$ 169,322</u>	<u>88,266</u>

Expenditures

6700 Building Improvements
Utilities and Insurance - Kenmore Village
Repairs, Maintenance, Other Services
Leasehold Tax (12.84% of Lease Income)
Total Expenditures

Net Income (Loss)

\$ 373	\$ 39,162	40,820
621	85,743	0
-	3,461	0
-	7,720	0
<u>\$ 995</u>	<u>\$ 136,086</u>	<u>40,820</u>
<u>\$ 1,055</u>	<u>\$ 33,237</u>	<u>\$ 47,446</u>

City of Kenmore, Washington
SR 522 Phase I Revenue and Expenditure History
as of November 30, 2012

		Actuals Received on Cash Basis						
Phase I								
Stage 3 Burke Gilman Trail @73rd Ave NE-nearing completion								
Stage 1 SR 522 Central Segment 65th to 73rd and other improvements, in construction								
Stage 2 SR 522 West Segment 57th to 65th and other improvements, pending funding								
		Cumulative through 2008	2009	2010	2011	November 2012	Year to Date 2012	Life to Date
Revenues:								
Wa State Transportation Improve. Board:	Secured:							
to Street Fund	5,047,000	851,786	0	0	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	1,501,692	0	0	0	4,195,214
Wa State Gas Tax	4,663,620	3,119,047	1,765,416	0	0	0	0	4,884,463
Federal Surface Transportation Prog	12,045,444	1,708,895	8,535,460	1,781,817	0	0	55	12,026,227
Brightwater	15,000	15,000	0	0	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	357,914	0	0	546,862	0	0	0	546,862
King County Parks	906,500	514,616	201,467	0	0	0	0	716,083
King County Roads	350,000	350,000	0	0	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	259,387	259,387	339,946
Puget Sound Energy Reimb	264,100	0	0	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	0	113,383	202,003
Urban Partners	75,000	0	25,000	54,438	0	0	0	79,438
Fire District Reim	49,000	0	0	0	0	0	63,245	63,245
City Art Fund	126,486	0	0	0	0	0	0	0
BWR St. 1 Ph. 1 Settlement								0
City Funds:	5,607,250	0	0	0	0	0	200,000	200,000
Transfer from REET Muni Cap		1,083,250	0	3,290,000	0	0	0	4,373,250
Transfer from Street Fund		0	0	521,870	0	0	0	521,870
Stage 1/181st		0	334,000	0	0	0	0	334,000
Transfer from REET Muni Cap		0	334,000	0	0	0	0	334,000
Stage 2	700,000	0	700,000	0	470,174	0	157,468	1,327,642
Transfer from REET Muni Cap		0	700,000	0	470,174	0	157,468	1,327,642
Transfer from Trans Impact Fees		900,000	0	0	0	0	0	900,000
Total Revenues	30,840,772	8,859,987	14,106,651	7,696,679	470,174	259,387	793,538	31,927,029
Expenditures:								
Street Fund		15,148,961	1,090	0	0	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0	0	0
1% Art Fund		0	0	0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	2,874,519	154,162	0	411,824	15,402,678
Stage 2 Design			483,830	435,358	132,834	33,238	67,368	1,119,390
Arterial Street Fund			483,830	435,358	132,834	33,238	67,368	1,119,390
Muni Cap Fund		46,782	0	0	0	0	0	46,782
Total Expenditures		15,449,603	12,193,233	3,309,877	352,046	33,238	479,192	31,718,901

City of Kenmore, Washington
SR 522 Phase II Revenue and Expenditure History
as of November 30, 2012

Phase II

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

Revenues:

Wa State Transportation Improve. Board:	3,450,000
Sound Transit	8,192,307
Brightwater	250,000
Federal Grant via WSDOT	697,312
Federal: WSDOT Signal/Overlay	683,608
Regional Mobility WSDOT	1,800,000
King County Metro	400,000
Wa State Gas Tax Grant	8,336,380
Comcast Reimb	147,770
Northshore Utility District Reimb	1,621,486
Northshore School District Reimb	28,914
PSE Reimbursement	150,000
City: Art Fund	161,006
City:	2,870,793
Investment Earnings	
Fuel Tax	
Transfer of Trans Impact Fees	
Transfer from Street Fund	
Transfer of REET	

Secured:

3,450,000
8,192,307
250,000
697,312
683,608
1,800,000
400,000
8,336,380
147,770
1,621,486
28,914
150,000
161,006
2,870,793

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

Cumulative through 2008	2009	2010	Year to Date 2011	November 2012	Year to Date 2012	Life to Date
3,145,975	131,526	172,500	0	0	0	3,450,000
8,192,307	0	0	0	0	0	8,192,307
0	0	0	0	0	0	0
578,381	91,120	0	6,683	0	0	676,184
185,272	498,322	0	0	0	0	683,594
1,441,827	358,173	0	0	0	0	1,800,000
0	0	400,000	0	0	0	400,000
4,636,717	2,951,182	439,620	0	0	0	8,027,519
92,680	0	55,090	0	0	0	147,770
1,024,376	441,836	0	0	112,124	112,124	1,578,336
0	0	0	2,694	0	2,444	5,138
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
92,191	15,331	2,532	0	0	0	110,054
274,153	0	0	0	0	0	274,153
512,000	430,698	450,000	387,500	0	0	1,392,698
0	0	1,000,000	0	0	0	1,000,000
1,096,420	0	0	215,307	0	0	1,096,420

Total Revenues

28,789,576

21,272,299	4,918,188	2,519,742	612,184	112,124	114,568	28,834,174
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Expenditures:

Arterial Street
Interfund Loan Interest
Art 1%
Transportation Impact Fee Fund

22,497,211	4,671,626	1,068,152	1,403,237	0	44,832	29,685,057
127,175	0	0	0	0	0	127,175
0	0	0	0	0	0	0
100,000	0	0	0	0	0	100,000

Total Expenditures

22,724,386	4,671,626	1,068,152	1,403,237	0	44,832	29,912,232
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**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Extend Contract 10-C862 to December 31, 2014.

For Council Meeting Agenda of: January 14, 2013

Department: Finance and Administration

Prepared by: Joanne Gregory

Proposed Council Action/Motion:

Authorize City Manager to Execute Amendment #3 to Contract 10-C862, with Sarah Roberts, for Prosecution Services, Extending the Term to December 31, 2014.

Initial & Date
 Approved by Department Head: *[Signature]* 1/13/13
 Approved by City Attorney: *[Signature]* 1/13/13
 Approved by Finance Director: *[Signature]* 1/13/13
 Approved by City Manager: *[Signature]* 1/13/13

Exhibits/Attachments:

Amendment No. 3 to Contract No. 10-C862

Expenditure Required
\$123,624 per year

Amount Budgeted
\$128,400

Appropriation Required
\$0

INFORMATION/BACKGROUND:

Contract 10-C862 with Sarah Roberts for Prosecution Services expires on December 31, 2012 and contains a provision to renew for an additional two year period. In addition to prosecution this contract continues to provide services for domestic violence victim coordinator services and first appearance hearings at the Snohomish County Jail. Staff recommends an extension of the contract to December 31, 2014.

FISCAL CONSIDERATION:

Prosecution services, domestic violence victim coordinator services, and first appearance hearings have been provided at a monthly fee of \$10,100. The contract provides for a 2% increase in 2013 bringing the monthly fee to \$10,302 or \$123,624 per year. The adopted 2013-2014 budget provides an appropriation for these services.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Public Safety

**Contract No. 10-C862
Amendment No. 3**

The following sections of the contract for Prosecution Services between the City of Kenmore and the Law Office of Sarah Roberts, signed by the City on March 29, 2010, are amended as set forth below). All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Exhibit A is amended as follows:

a. The duties described in the second paragraph of Amendment No. 1 (Letter from Sarah Roberts to Fred Stouder dated March 30, 2011) attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the monthly increase mentioned at the end of the paragraph shall not apply; and

b. The Domestic Violence Victim Coordinator Services described in Amendment No. 2 attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the additional flat monthly rate mentioned at the end of Amendment No. 2 shall not apply.

2. Section 3 and Exhibit B are amended to read as follows:

a. Section 3.

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2013 and ending December 31, 2014, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

b. Exhibit B.

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

The Law Office of Sarah Roberts will be compensated at a flat fee of \$10,302.00 per month. This fee includes ***all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work), handling of First Appearance Hearings as described in Amendment No. 1, and Domestic Violence Victim Coordinator Services as described in Amendment No. 2.***

DATED this ____ day of _____, 2013.

CITY OF KENMORE:

CONSULTANT:

BY: _____

By: _____

Rob Karlinsey

Title: City Manager

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

CONTRACT FOR CONSULTANT SERVICES
Contract No. 10-C862

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Law Office of Sarah Roberts, whose principal office is located at 18050 Meridian Avenue North, Shoreline, WA 98133 ("Consultant").

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

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

 X A sum not to exceed \$ 300,000.00

 Other (describe): _____

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

An annual Cost-of-Living (COLA) increase shall be automatically calculated on January 1st of each year of this Agreement. This annual COLA increase shall be the same as granted to non-union City employees by the City Council at the close of each year, if any. If no COLA increase

is granted by the City Council, then no COLA increase shall be given to Consultant under this Agreement.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1, 2010 and ending December 31, 2012, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. 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.

C. The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. Insurance.

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

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

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

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

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 thirty (30) 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 thirty (30) 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. Except where disclosure is required by law or made necessary as part of Consultant's performance of the Scope of Services, Exhibit A, 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:

Law Office of Sarah Roberts
18050 Meridian Avenue North
Shoreline, WA 98133

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

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

CITY OF KENMORE, WASHINGTON

By: Frederick C. Stouder
Frederick C. Stouder

Title: City Manager

Date: March 25, 2010

CONSULTANT

By: Sarah Roberts

Title: Attorney at Law

Date: April 7, 2010

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A – SCOPE OF SERVICES

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

Provide prosecution services on misdemeanor, gross misdemeanor and traffic infraction cases, where the City has original jurisdiction over any of the above matters committed all standards, rules, guidelines and regulations applicable to the legal profession, including but not limited to the Rules of Professional Conduct.

1. Review of cases for filing – Cases sent by the Kenmore Police Department (KPD) for prosecutor filing decision will be approved for filing or declining for filing within fourteen (14) days of receipt. Unless a case is approved for filing, the prosecutor will promptly send a memo to KPD explaining a decline or requesting additional information to be used in making the filing decision.
2. Complaints – Within thirty (30) days after a defendant pleads not guilty, the prosecutor will file a complaint with the court. At the same time, file notes will be prepared regarding evidence, witnesses and any extra information needed before trial.
3. Discovery – Discovery for all the above matters will be promptly provided to defense upon receipt of notice of appearance.
4. Subpoenas – The prosecutor is responsible to supply the court with the names of all City witnesses to be subpoenaed and notify witnesses if they are not needed.
5. Plea Offers – The prosecutor will prepare a plea offer for each case except for bail forfeitable offenses.
6. Victims of Complaining Witnesses – For domestic violence cases, it is anticipated that the domestic violence advocate will have contact with the victim right around the time of arraignment. Otherwise, the prosecutor will make direct contact with the victim (or if that is not practical, send a letter to the victim) by no later than two (2) weeks after arraignment. In other cases, shortly after the defendant pleads not guilty, the prosecutor will contact all necessary prosecution witnesses where it is likely that such witnesses will be necessary to appear for trial.
7. Case Management – Within thirty (30) days after a defendant pleads not guilty (without waiting for the case to come up on a court calendar) each case will be reviewed for trial readiness. This review will include insuring that proof of elements of the crime will be in hand for trial (e.g., admissible evidence re: status of driver's license). In the event an officer's attendance is not required for court, the prosecutor will provide cancellation notice consistent with KPD policy.

8. Domestic Violence Advocate – The prosecutor should have regular communication with the domestic violence advocate, particularly for discussion of upcoming cases. The prosecutor shall seek the input of the advocate before any unusual disposition of a case is proposed in court.
9. Court Appearance – The prosecutor will appear at all calendar settings unless otherwise waived. This includes sentencing, trials, contested hearings where an officer or witness presence is required, and probation hearings. However, it is likely that the standard procedure will be for the prosecutor to be excused from attending certain categories of calendars, such as routine review hearings during probation. The KPD or the court may request that the prosecutor attend all court hearings for individual defendants. When a case involves an offense, which KPD has indicated to the prosecutor is of particular sensitivity, the prosecutor shall contact KPD before any unusual disposition of the case is presented in court. In any event, the prosecutor shall advise KPD of such disposition as soon as possible after its presentation in court.
10. Appearance at Court – In the event that a City of Kenmore criminal matter is scheduled for hearing at court, then a prosecutor will attend such setting, unless otherwise waived.
11. Appeals – Prosecutor will represent the City for RALJ appeals at superior court. The prosecutor will perform legal research and file a responsive brief only after discussion with KPD. The prosecutor shall then, as necessary, prepare for and attend any required court appearances and oral arguments.
12. Liaison – The prosecutor will be the liaison between KPD and the court system regarding both court procedures and ongoing law enforcement operations.
13. Charging Decisions – Upon request of a police officer, the prosecutor will review criminal files to assist the KPD in making filing decisions. Cases are occasionally referred to the prosecutor to determine if there is sufficient evidence to file criminal charges. The prosecutor may then draft a criminal complaint and file it in court, or if there is insufficient evidence, may decline to charge or request additional police investigation.
14. Legal Advisor – The prosecutor shall be routinely available through email to all KPD officials and officers, including office visits, email and phone access for questions and issues.
15. Coverage – The prosecutor will arrange for coverage for illness or other absence. The prosecutor will provide the court with the names and telephone numbers of at least two other attorneys with whom the prosecutor has made prior arrangements with coverage for court appearances in the event that unexpectedly the prosecutor cannot attend. The

prosecutor will ensure that availability of attorney's and support staff is consistent with efficient delivery of services.

EXHIBIT B

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

The Law Office of Sarah Roberts will be compensated at a flat fee of \$9,000.00 per month. This fee includes all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work)

Additionally, this flat fee includes all administrative costs incurred in servicing the contract (i.e. copies, postage, etc).

The flat fee does not include the coverage of code enforcement actions, which will be billed at a separate rate of \$150.00 an hour; provided that the City shall not pay an amount exceeding \$3,000.00 for Consultant's coverage of code enforcement actions.

The City shall not pay a sum exceeding \$300,000.00 for Consultant's services under this Agreement.

Law Office of Sarah Roberts

18050 Meridian Ave. N.
Shoreline, WA 98133
Phone: (206) 205-5684 Fax: (206) 205-3470

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

March 30, 2011

Mr. Stouder:

I am writing to request an amendment to my prosecution contract and a small increase of \$300 in my monthly pay. When we negotiated the prosecution contract in April 2010, it did not include my handling of suspects First Appearance Hearing. At that time, another law firm handled these matters at the King County Jail

Since the City is now booking defendants into the Snohomish County Jail, it appears more cost effective to have my law firm handle these matters. These duties include reviewing police reports for defendants booked into jail, reviewing the defendant's criminal history, and making appropriate recommendations to the court regarding bail and conditions of release. I have been providing these services to the City since February 1st of this year and things have been running very smoothly. Therefore, I am requesting an amendment to my contract to include the handling of First Appearance Hearings, and a monthly increase from \$9000.00 to \$9300.00.

Please let me know if you have any questions or if you would like any additional information.

Sincerely,


Sarah Roberts
Prosecuting Attorney
City of Kenmore




Domestic Violence Victim Coordinator Services

- Make direct contact with victims and witnesses of domestic violence crimes within 24-48 hours of incident.
- Explain role of Domestic Violence Coordinator.
- Prepare victim files.
- Interview victims, assess the information involving the crime, determine prior history of domestic violence and confirm all contact information.
- Determine restitution if necessary and collect financial statements from victims
- Safety plan and provide Domestic Violence Education material.
- Document the victim's response to the incident and provide defendant treatment recommendations to the Prosecutor.
- Provide support and community resources (shelter/housing, legal, mental health, CVC, VINE) to victims.
- Explain the process of criminal prosecution to victims and witnesses
- Maintain ongoing contact with victims in order to provide information regarding the case status (pc hearings, arraignments, pretrials and sentencing).
- Explain victim's rights and options regarding the criminal case and No Contact Orders.
- Assist victims with Orders of Protection.
- Effectively document all contact with victims and witness.
- Track active cases and uses a computer database to obtain, collect and evaluate information.
- Assist the Prosecutor in preparation of trials by obtaining certified Orders, providing updates concerning victim's preferences and concerns and prepare victims/witnesses for possible testimony.
- Draft all No Contact Orders and Subpoenas
- Help victims create Victim Impact Statements for the court.
- Work closely with the Police Department, the Prosecutor, the Court, and private or non-profit services.

Per our prior discussions, I would look to amend my current contract to include these services for an additional flat monthly rate of \$800.00.


Sarah Roberts
Prosecuting Attorney


Fred Stouder, City Manager
City of Kenmore

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: WDFW Restroom Maintenance Agreement Contract No. 12-C1099 Proposed Council Action/Motion: Authorize City Manager to Enter into a Maintenance Agreement with the Washington Department of Fish & Wildlife for Restroom Maintenance.	For Council Meeting Agenda of: January 14, 2013 Department: Public Works Prepared by: Jennifer Gordon <table border="0"><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td><i>[Signature]</i> 1/2/13</td></tr><tr><td>Approved by City Attorney:</td><td><i>[Signature]</i> via email</td></tr><tr><td>Approved by Finance Director:</td><td><i>[Signature]</i> 1/2/13</td></tr><tr><td>Approved by City Manager:</td><td><i>[Signature]</i></td></tr></table> Exhibits/Attachments: Contract No. 12-C1099		<u>Initial & Date</u>	Approved by Department Head:	<i>[Signature]</i> 1/2/13	Approved by City Attorney:	<i>[Signature]</i> via email	Approved by Finance Director:	<i>[Signature]</i> 1/2/13	Approved by City Manager:	<i>[Signature]</i>
	<u>Initial & Date</u>										
Approved by Department Head:	<i>[Signature]</i> 1/2/13										
Approved by City Attorney:	<i>[Signature]</i> via email										
Approved by Finance Director:	<i>[Signature]</i> 1/2/13										
Approved by City Manager:	<i>[Signature]</i>										
Expenditure Required \$50,000 Amount Budgeted \$50,000 Appropriation Required \$0											
<u>INFORMATION/BACKGROUND:</u> The Washington Department of Fish and Wildlife (WDFW) is proposing to make site improvements to the existing boat launch site on the Sammamish River in Kenmore. The initial plan proposed to relocate and install pit style restrooms. Staff met with representatives from WDFW to discuss the possibilities of upgrading the restrooms to a plumbed facility. The outcome of those discussions were that the City would be responsible for paying the incremental capital costs, including the connection and construction costs for water, sewer and electricity, as well as the ongoing cost to maintain the restroom (including the cost for utilities). The attached 30 year maintenance agreement is for maintenance and operation of the restroom only. There will be a separate agreement brought to Council at a later date for the capital improvement portion of the project.											
<u>FISCAL CONSIDERATION:</u> The adopted budget for 2013 includes \$50,000 for the City's share of the capital costs. Once the restroom has been installed and the City starts to maintain and operate the facility labor cost will be absorbed into the Lake Forest Park Public Works Contract, and we have estimated the annual cost to be around \$2,000 a year for utilities and supplies.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goals #2 and #6 (Economic Development and Park Improvements)											

After Signature, Please Return Original To:
Washington Department of Fish & Wildlife
Real Estate Services
Kye Iris
16018 Mill Creek Blvd
Mill Creek, WA 98012
(425) 775-1311 Ext 125

Related Agency Control No.: 210359
Property Name: Kenmore Access
County: King
Landowner: Washington Dept. of Fish & Wildlife
Permittee: The City of Kenmore

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT IS entered into this _____ day of _____, 2012, by and between **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE** (hereinafter “WDFW”) and The City of Kenmore, whose address is 18120 68th Ave NE, Kenmore, Washington 98028, (hereinafter “Permittee”). WDFW hereby authorizes Permittee to maintain certain facilities at the WDFW Kenmore Access Site on the Sammamish River, subject to the terms and conditions of this Agreement. This access site is located in King County within Government Lot 5, Section 11, Township 26 North, Range 4 East, W.M., and is described as King County Assessor’s Parcel Number 1126049100.

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and Permittee mutually covenant and agree as follows:

1. **Term:** This Agreement is not valid until signed by the authorized representative of WDFW below. The term of this Agreement is thirty (30) years beginning January 15, 2013 and ending January 15, 2043.
2. **Purpose:** In compliance with all applicable federal, state and local laws and regulations, Permittee, at its sole expense, shall be responsible for all maintenance of the restrooms, litter receptacles, and light fixtures, and shall pay all utility bills for the site, including electrical, sewer, water, and garbage. These facilities shall be open year-round and are for the sole purpose of public outdoor recreation.
3. **Limited Rights:** WDFW permits only those rights and privileges set forth in this Agreement during the term hereof and WDFW retains jurisdiction over its Property in all other respects. No provision of this Agreement transfers possession or any other real property rights from WDFW to Permittee. Neither this Agreement, nor the rights and obligations set forth herein, may be assigned or sublet by Permittee in whole or in part. This Agreement does not prevent public or WDFW use of the Property. This Agreement does not convey the rights of construction, building roads, cutting vegetation, or storing any materials, vehicles, or equipment on the premises.

Major alterations and improvements to the land and facilities may be done only with the prior, written approval of WDFW. Permittee is authorized to take immediate action to correct hazards to the public (such as downed or danger trees or damage caused by flood hazards).

4. **Use Restrictions:**
 - a. Discover Pass rules shall apply.
 - b. No commercial uses.
 - c. Permittee shall close the premises during the hours of darkness.
5. **No Warranty:** WDFW grants this Agreement without warranty, either express or implied, regarding the suitability or condition of the premises. Permittee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its agents, contractors, or employees.
6. **Liability:** Permittee and WDFW shall assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use said property for outdoor recreation without fee. Permittee agrees to indemnify, defend and hold WDFW harmless from and against any claims of damages arising out of the acts and omissions of Permittee and its agents, contractors and employees at the premises. Each party to this Agreement agrees to be responsible for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of itself, and its agents, contractors, and employees, at the premises. Minimum amounts of insurance shall be one million dollars (\$1,000,000) for injury to any one person

and one million dollars (\$1,000,000) property damage for any one occurrence. All policies shall name Permittee as the insured and "THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE" as an additional insured, and shall carry a ten-day notification-of-cancellation clause.

7. **Property Damage/Fines and Penalties:** Permittee, and its agents, contractors, and employees, shall not use hazardous or toxic substances at the premises, unless the use is in strict compliance with all applicable laws. Permittee shall reimburse WDFW, immediately upon demand, for any and all cleanup costs, fees, fines, and penalties (civil and criminal) imposed on WDFW by any governmental authority, which are related to Permittee's use or misuse of the premises.
8. **Termination/Cancellation/Suspension:**
- This Agreement shall terminate on the date set forth in paragraph 1, above.
 - WDFW may cancel this Agreement upon ten (30) days' written notice to Permittee in the event Permittee fails or refuses to meet any of the provisions of this Agreement. WDFW may cancel this Agreement without cause upon Sixty (60) days' written notice to Permittee.
 - WDFW may temporarily suspend this Agreement in case of emergency at any time.
9. **Restoration of the premises:** Upon cancellation or termination of this Agreement, Permittee shall restore the premises to a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Upon the failure or refusal of Permittee to restore the premises to the present condition, WDFW may undertake the restoration, and Permittee hereby agrees to reimburse WDFW, immediately upon demand, for the cost of said restoration. Any property of Permittee that remains upon the premises thirty (30) days after termination or cancellation of this Agreement shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Permittee's cost.
10. **Venue:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
11. **Severability:** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.
12. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

THE CITY OF KENMORE

Date

By:

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Date

Jennifer Quan, Lands Division Manager

Regional Approval/Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Surface Water and Park
Project Assistance: Consultant Selection

For Council Meeting Agenda of: January 14, 2013

Department: Engineering & Environmental Services

Prepared by: Kris Overleese, PE

Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 12-C1081 for \$425,000 (plus a 10% contingency) with Osborne Consulting, Inc.

Initial & Date
Approved by Department Head: KRO
Approved by City Attorney: UA
Approved by Finance Director: 1/12/13
Approved by City Manager: [Signature]

Exhibits/Attachments:

Attachment A: Daily Journal of Commerce Ad

Expenditure Required \$ 425,000

Amount Budgeted \$ 425,000

Appropriation Required \$0

INFORMATION/BACKGROUND:

The City utilizes consultants for surface water and parks projects, environmental evaluation and permitting, and planning. The surface water management and parks projects/tasks needing assistance include: design, survey, right of way acquisition, geotechnical review, permitting, environmental review, construction management services, National Pollutant Discharge Elimination System (NPDES) compliance guidance, and planning.

In 2012, the City had two surface water engineering on-call consultant contracts, a right of way acquisition contract, and a survey on-call contract.

In November of 2012, the City advertised for a new surface water/parks on-call consultant. Please see the attached Daily Journal of Commerce advertisement. The term of the agreement will be for two years, with the opportunity to extend at the City's discretion. The City received nine submittals and a multi-disciplinary team of planning, engineering, surface water, and operations staff interviewed four firms: TetraTech, Osborne Consulting, SVR, and AHBL. References were checked and the staff team selected Osborne Consulting, Inc due to their practical experience, low impact development (LID) experience, demonstrated ability to create and update Surface Water Master Plans, ability to communicate, and culvert design experience.

FISCAL CONSIDERATION:

The agreement with Osborne Consulting, Inc. will expire December 31, 2014 with the option to extend. The contract value will be \$425,000. No retainer is paid for on-call consultants. A "task order" is formally written and executed for any work given under this agreement.

The City Engineer will manage the overall agreement for compliance and parks, operations, surface water, and engineering staff will manage "task orders" as needed. The City Engineering will approve all task order assignments and task order amendments. The funds to pay for the work in the agreement are within individual projects budgets and line items. The significant tasks to be completed with this agreement may include:

- SW1 Tributary 0057 Channel Relocation: engineering services during construction and construction management
- SW3 Juanita Ditch Grading
- SW9 Swamp Creek Regional Basin Study
- SW12 74th Avenue NE Culvert Replacement
- NPDES Phase II Permit evaluation and compliance support
- Update of the Surface Water Master Plan
- P11 Log Boom Park Bridge Replacement
- SW19 192nd Street Culvert
- surface water investigation support
- Grant Writing

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The consultant team will work on Parks projects, Surface Water projects, and Transportation projects. The work they do will support:

Council Goal 8: move the City's interconnectivity vision forward toward implementation.
Council Goal 10: Address watershed issues affecting the City.



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City of Kenmore Surface Water Project Design Submittal Date: Nov. 20

CITY OF KENMORE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES No. 12-C1081

Title: On-Call services for Surface Water Project Design, Environmental Evaluation/Permitting, Parks Project Assistance and Surface Water Master Plan Update

Due Date: Submittals must be received no later than 5:00 p.m., Tuesday, November 20, 2012. Submittals received after this time and date will not be considered.

Scope: The City of Kenmore is requesting Statements of Qualifications (SOQ) from interested and qualified engineering firms to provide professional services to 1) design and assist with construction of surface water and parks projects, including culvert replacements; 2) update of the Surface Water Master Plan; 3) general surface water program and park project evaluation assistance (municipal permit programs, low impact development, sampling, inspections, education, training, wetland delineation, modeling) including landslide evaluation and design; 4) assistance with site evaluation and parks project site review for stormwater, wetlands, permitting; and 5) surface water and parks grant writing.

The projects may include, but are not limited to: Tributary 0057 relocation, NE 187th Street bypass, Swamp Creek regional basin study assistance, 74th Avenue NE culvert replacement, NE 192nd Street culvert replacement, update to the Surface Water Master Plan, and parks projects.

The project assistance need includes, but is not limited to: design, survey, modeling, SEPA/NEPA document creation, permitting (Ecology, WDFW, etc.) geotechnical evaluation, wetland delineation and site evaluation, right-of-way acquisition, engineering services during construction, construction inspection, and community education.

The Consultant (or team) shall be experienced with public involvement, surface water sys-

tem and stream design, surface water system modeling, environmental permitting process, water quality and stormwater sampling, erosion control, and Surface Water Management Plan creation and updates. The Consultant must have experience planning and evaluating projects utilizing the King County 2009 Surface Water Design Manual and relevant codes and standards.

The City encourages disadvantaged, minority, and women-owned consultant firms (or teams) to respond.

Telephone calls or any other inquiries seeking additional information about the work included in this request will **NOT** be accepted or returned.

The on-call contract will be for 2 years with the option to extend at the City's discretion. The approximate dollar value of the contract is \$350,000.

Submittal: Interested parties shall submit four (4) copies of their SOQ. Submittals shall not exceed 20 single-sided pages in 12 point font. Submittals shall be addressed to:

Kris Overleese, City Engineer
City of Kenmore
P.O. Box 82607
Kenmore, WA 98028

Selection Process: Submittals will be evaluated and ranked based on the following criteria (total of 100 points):

- 1) Key personnel for surface water design, Surface Water Master Plan update, Low Impact Design (LID), and environmental permitting (35 points);
- 2) Firm/team experience with similar type municipal projects (20 points);
- 3) Team experience with environmental and permitting process (15 points);
- 4) Experience with surface Low Impact Development (15 points); and
- 5) Familiarity with relevant codes and standards (15 points).

The City intends to review and evaluate the SOQs, then select and interview up to four firms. While the City intends the interview to be less formal, firms will be evaluated based on 1) ability to communicate (30 points); 2) demonstrated ability provide the requested technical assistance (30 points); 3) demonstrated ability to manage projects and meet commitments; 4) demonstrated ability to provide quality control

(20 points); and 5) ability to work together as a team (20 points).

The City will check references for up to two firms and reserves the right to select the firm that the City believes best meets its needs.

The Recipient (the City), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Dates of publication in the Seattle Daily Journal of Commerce, November 6 and 8, 2012.

11/8(290160)

Phone (206) 622-8272 • Fax (206)-622-8416 • legals@dj.com



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Traffic Engineering,
Transportation, and Park Project Assistance:
Consultant Selection

For Council Meeting Agenda of: January 14, 2013

Department: Engineering & Environmental Services

Prepared by: Kris Overleese, PE

Proposed Council Action/Motion: Authorize
the City Manager to execute Contract No. 12-
C1082 for \$675,000 (plus a 10% contingency)
with Perteet Inc.

Initial & Date
Approved by Department Head: KMO
Approved by City Attorney: UA
Approved by Finance Director: DMG 1/13
Approved by City Manager: AKK

Exhibits/Attachments:

Attachment A: Daily Journal of Commerce Ad

Expenditure Required \$ 675,000

Amount Budgeted \$ 675,000

Appropriation Required \$0

INFORMATION/BACKGROUND:

The City utilizes consultants for traffic engineering, transportation planning, and parks project design. The transportation and parks projects/tasks needing assistance include: design, survey, right of way acquisition, geotechnical review, street standards review, permitting, environmental review, construction management services, and planning.

In 2012, the City had one transportation/traffic engineering on-call consultant contract, a right of way acquisition contract, and a survey on-call contracts. The City is now pursuing one surface water/parks on-call consultant and one transportation/parks on-call consultant. This report outlines the transportation/parks on-call consultant selection.

In November of 2012, the City advertised for a new transportation/parks on-call consultant. Please see the attached Daily Journal of Commerce advertisement. The term of the agreement will be for two years, with the opportunity to extend at the City's discretion. The City received six submittals. Four teams were interviewed by a multi-disciplinary team of planning, engineering, operations staff. City staff was joined for the selection process by a Washington State Department of Transportation (WSDOT) Local Programs member. The four firms interviewed were: Perteet, Berger Abam, TetraTech, and KPFF. References were checked and the staff team selected the Perteet Inc. team due to their commitment to excellence, communication skills, experience working as a team, and technical ability.

FISCAL CONSIDERATION:

The agreement with Perteet Inc. will expire December 31, 2014 with the option to extend. The contract value will be \$675,000. No retainer is paid for on-call consultants. A "task order" is formally written and executed for any work given under this agreement.

The City Engineer will manage the overall agreement for compliance and parks, operations, surface water, and engineering staff will manage "task orders" as needed. The City Engineering will approve all task order assignments and task order amendments. The funds to pay for the work in the agreement are within individual projects budgets and line items. The significant tasks to be completed with this agreement include:

- Transportation Element of the Comprehensive Plan Update
- Roads Standards evaluation and update
- T-22Inglemoor Project
- T36 City Gateways
- T27 Sidewalk Projects: 68th Avenue NE
- P2 Tolt Trail
- P6 Moorlands Park Ballfield Improvements
- P11 Log Boom Park Bridge
- Traffic Count data collection as needed
- Traffic Engineering & Transportation Benefit District support
- Grant Writing

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The Perteet team will work on Transportation Projects, traffic engineering, and elements of Parks projects. The work they do will support:

Council Goal 8: move the City's interconnectivity vision forward toward implementation.
Council Goal 10: Address watershed issues affecting the City.



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City of Kenmore Professional Engineering Services Submittal Date: Dec. 3

CITY OF KENMORE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES No. 12-C1082

Title: On-Call services for Traffic Engineering, Transportation/Parks Capital Project Design, Transportation Element of the Comprehensive Plan Update, and Street Standards Update.

Due Date: Submittals must be received no later than 5:00 p.m., Monday, December 3, 2012. Submittals received after this time and date will not be considered.

Scope: The City of Kenmore is requesting Statements of Qualifications (SOQ) from interested and qualified engineering firms to provide professional services to 1) design and assist with construction of transportation projects, 2) update the Transportation Element of the Comprehensive Plan, 3) general traffic engineering assistance with signal timing, stop sign warrants, channelization evaluation, etc., 4) assistance with site evaluation and parks project site review, 5) traffic circulation and trip generation analysis, 6) signal timing evaluations, and 7) grant writing.

The project assistance needed includes (but is not limited to): design, survey, traffic modeling, traffic data collection, signal timing evaluation, SEPA/NEPA document creation, geotechnical evaluation, landscape architecture, right-of-way acquisition, engineering services during construction, construction management/inspection, and community education/coordination.

The projects may include, but are not limited to: update to the Transportation Element of the Comprehensive Plan (airport plan, modeling, transit planning, impact fee review, evaluation of transit facilities and needs, bike and pedestrian facilities); trail design, sidewalk design, including stormwater components; curb ramp/ADA design (specifically the ADA improvements for the Juanita Overlay project utilizing

Federal Funds); safety improvements utilizing Federal Funds (channelization, signal improvements, ADA upgrades); pavement preservation design; street channelization design; Street Standards update; stream crossing pedestrian bridge design; and site evaluation.

The City intends to create an on-call agreement for the bulk of the work, but may create individual project agreements from this RFQ to utilize Federal funds.

The City encourages disadvantaged, minority, and women-owned consultant firms (or teams) to respond.

Telephone calls or any other inquiries seeking additional information about the work included in this request will **NOT** be accepted or returned.

The on-call contract will be for 2 years with the option to extend at the City's discretion. The approximate dollar value of the contract is \$630,000.

Submittal: Interested parties shall submit 1) four copies of their SOQ and 2) four copies of a Transportation Element of a Comprehensive Plan created by the team within the past 6 years. SOQ submittals shall not exceed 20 single-sided pages in 12 point font. Submittals shall be addressed to:

Kris Overleese, City Engineer
City of Kenmore
P.O. Box 82607
Kenmore, WA 98028-0607

Selection Process: Submittals will be evaluated and ranked based on the following criteria (total of 100 points):

- 1) Key personnel for street design/channelization, Transportation Element of the Comprehensive Plan update, street standard creation, curb ramp/ADA design, and landscape architecture (20 points);
- 2) Firm/team experience with similar type municipal projects (20 points);
- 3) Team experience with curb ramp/ADA improvements (15 points);
- 4) Experience with transit planning and evaluation of transit needs (15 points);
- 5) Familiarity with municipal codes and street standards (15 points); and
- 6) Experience with LAG Manual and WSDOT Northwest Region Local Programs (15 points).

The City intends to review and evaluate the SOQs, then select and interview up to four firms. While the City intends the interview to be less formal, firms will

be evaluated based on 1) ability to communicate (25 points), 2) demonstrated ability provide the requested technical assistance (20 points), 3) demonstrated ability to manage projects and meet commitments (20 points), 4) demonstrated ability to provide quality control (20 points), and 5) ability to work together as a team (15 points).

The City will check references for up to two firms and reserves the right to select the firm that the City believes best meets its needs.

The Recipient (the City), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Dates of publication in the Seattle Daily Journal of Commerce, November 14 and 16, 2012.

11/16(290470)

Phone (206) 622-8272 • Fax (206)-622-8416 • legals@dj.com



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Real Estate Purchase and Sale Agreement between the City of Kenmore and James and Martha Donovan: Authorize the City Manager to Execute Amendment #3 to Contract No. 12-1037	For Council Meeting Agenda of: 14 January 2013 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <u>NKO 11 Jan 2013</u> Approved by City Attorney: <u>WAC / pham</u> Approved by Finance Director: <u>pham 1/11/13</u> Approved by City Manager: <u>[Signature]</u>	
Proposed Council Action/Motion: Motion to Authorize the City Manager to Execute Amendment #3 to Contract No. 12-C1037	Exhibits/Attachments: 1) Amendment #3 2) Contract No. 12-C1037 as amended	
Expenditure Required \$0	Amount Budgeted \$n/a	Appropriation Required \$n/a
<u>INFORMATION/BACKGROUND:</u> The proposed amendment to Contract No. 12-C1037 extends the review period of a Real Estate Purchase and Sale Agreement with James and Martha Donovan for property owned by the City of Kenmore in Kenmore Village by 60 days. The Purchase and Sale Agreement was approved by Resolution No. 12-202 in June, 2012 and amended in September 2012 to extend the original 90 day feasibility period for an additional 30 days. Amendment #2 was signed in October 2012 and extended the review period for an additional 60 days. The Donovan's have requested this extension in order for the details of approved financing to be completed. With Amendment #3 the total review period will be 270 days, to March 8, 2013.		
<u>FISCAL CONSIDERATION:</u>		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Pursue Downtown Development		

I:\ACM\ACM NKOA\agenda Bill Drafts\AB 14 Jan 2013 Donovan P&S Amendment 3.docx

AMENDMENT NO. 3 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Date: January 9, 2013

City Contract No.: 12-C1037

Between:

City of Kenmore, Seller

And

James M. and Martha W. Donovan, Buyer(s)

Recitals:

- A. Seller and Buyers having entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") dated June 11, 2012 governing the real estate and personal property located at Block 13 Northlake Terrace, Vol. 33, Pg. 20, King County Washington more particularly described in Exhibit A thereto; and
- B. Seller and Buyers wishing to extend the Review Period provided for under paragraph 7.1 of the Agreement for 60 days;

Agreement:

In exchange for the mutual promises contained herein and other valuable consideration the parties agrees as follows:

- 1. The foregoing recitals are true and correct and are hereby incorporated in this Amendment by reference.
- 2. The Review Period described in paragraph 7.1 of the Agreement is agreed to be modified to 270 days from the effective date of the Agreement.
- 3. All other provisions of the Agreement shall remain in full force and effect.

Signatures Appear On The Following Page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Purchase and Sale Agreement effective as of the date set forth on page 1 hereof.

SELLER:

CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

BUYERS:


JAMES M. DONOVAN


MARTHA W. DONOVAN

Date: 1-10-13

AMENDMENT NO. 2 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Date: October 8, 2012

City Contract No.: 12-C1037

Between:

City of Kenmore, Seller

And

James M. and Martha W. Donovan, Buyer(s)

Recitals:

- A. Seller and Buyers having entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") dated June 11, 2012 governing the real estate and personal property located at Block 13 Northlake Terrace, Vol. 33, Pg. 20, King County Washington more particularly described in Exhibit A thereto; and
- B. Seller and Buyers wishing to extend the Review Period provided for under paragraph 7.1 of the Agreement for 120 days;

Agreement:

In exchange for the mutual promises contained herein and other valuable consideration the parties agrees as follows:


- 1. The foregoing recitals are true and correct and are hereby incorporated in this Amendment by reference.
- 2. The Review Period described in paragraph 7.1 of the Agreement is agreed to be modified to 210 days from the effective date of the Agreement.
- 3. All other provisions of the Agreement shall remain in full force and effect.

Signatures Appear On The Following Page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Purchase and Sale Agreement effective as of the date set forth on page 1 hereof.

SELLER:

CITY OF KENMORE,
a Washington municipal corporation

By: 
Name: Rob Karlinsey
Title: City Manager

BUYERS:


JAMES M. DONOVAN


MARTHA W. DONOVAN

AMENDMENT NO. 1 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Date: September 11, 2012

City Contract No.: 12-C1037

Between:

City of Kenmore, Seller

And

James M. and Martha W. Donovan, Buyer(s)

Recitals:

- A. Seller and Buyers having entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") dated June 11, 2012 governing the real estate and personal property located at Block 13 Northlake Terrace, Vol. 33, Pg. 20, King County Washington more particularly described in Exhibit A thereto; and
- B. Seller and Buyers wishing to extend the Review Period provided for under paragraph 7.1 of the Agreement for 30 days;

Agreement:

In exchange for the mutual promises contained herein and other valuable consideration the parties agrees as follows:

- 1. The foregoing recitals are true and correct and are hereby incorporated in this Amendment by reference.
- 2. The Review Period described in paragraph 7.1 of the Agreement is agreed to be modified to 120 days from the effective date of the Agreement.
- 3. All other provisions of the Agreement shall remain in full force and effect.

Signatures Appear On The Following Page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Purchase and Sale Agreement effective as of the date set forth on page 1 hereof.

SELLER:

CITY OF KENMORE,
a Washington municipal corporation

By: 

Name: Rob Karlinsky

Title: City Manager

BUYERS:


JAMES M. DONOVAN


MARTHA W. DONOVAN

Contract No. 12-C1037

PURCHASE AND SALE AGREEMENT

CITY OF KENMORE
a Washington municipal corporation

“Seller”

and

James M. and Martha W. Donovan,
Husband and Wife and the marital community composed thereof

“Buyer”

Dated June 11, 2012

ORIGINAL

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PURCHASE AND SALE AGREEMENT

// This PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of this day of June 2012 (the "Effective Date"), by and between the City of Kenmore, a Washington municipal corporation ("Seller"), and James M. Donovan and Martha W. Donovan, husband and wife, and the marital community composed thereof or their assignee (collectively, "Buyer").

RECITALS

A. Seller is the owner of the real property and improvements located in the City of Kenmore, County of King, Washington, legally described in Exhibit A attached hereto (the "Real Property"). To the extent the legal description in Exhibit A requires amendment due to finalizing the Boundary Line Adjustment called for as a condition of closing in this Agreement, Seller and Buyer appoint and approve substitution and insertion of that final legal description upon completion and recording of the BLA.

B. The "Property" as used herein includes all of Seller's right, title and interest in and to: (i) the Real Property; (ii) all of Seller's interests in mineral, and water rights), (iii) all privileges, reversions, development rights, and easements that are appurtenant to the Real Property; (iv) all fixtures and improvements located in or comprising part of the Real Property; and (v) any intangible personal property owned by Seller and used in the operation of the Real Property, including all plans, licenses and permits (the "Intangible Property"). No tangible personal property, tenant leases or service contracts are included in the sale contemplated by this Agreement.

C. Buyer wishes to purchase and Seller wishes to sell the Property, on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. AGREEMENT TO BUY AND SELL.

Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer the Property upon the terms and conditions hereinafter set forth.

2. OPENING OF ESCROW.

The parties shall be deemed to have opened escrow (the "Escrow") on the date (the "Opening of Escrow") that one fully executed copy of this Agreement is deposited with Laura Lau ("Escrow Holder") of the Seattle office of First American Title Insurance Company ("Title Company") located at 818 Stewart Street, Suite 800, Seattle, Washington 98101, who shall act as escrow holder.

3. TERMS OF PURCHASE.

3.1 Purchase Price. The total purchase price for the Property is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the "Purchase Price"). The Purchase Price is based on the value of the land and Intangible Property with essentially no value being assigned to the structures on the premises. In addition, at Closing, Buyer shall pay to Seller an amount equal to the amount incurred by Seller for fees and costs related to pre-purchase architectural and engineering design services for the Property in the amount accrued as of the date of execution of this Agreement (the "Design Fees").

3.2 Deposits. Concurrently with mutual execution of this Agreement, Buyer shall deliver to Escrow Holder cash in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Deposit"). Upon receipt, Escrow Holder shall deposit the Deposit into an interest bearing account, and the interest earned thereon shall become part of the Deposit. The Deposit shall be non-refundable except as expressly provided herein and shall be paid to Seller as liquidated damages under the circumstances described in Section 12 hereafter.

3.3 Payment of the Purchase Price. The Purchase Price and Design Fees shall be paid as follows: Buyer shall pay the Purchase Price less the Deposit and less any prorations or credits pursuant to this Agreement, together with the Design Fees by wire transfer ("good funds"), which shall be deposited in Escrow not later than as specified in Section 6.2 hereof.

4. PRELIMINARY TITLE REPORT AND UNDERLYING DOCUMENTS.

Seller will order within two (2) business days after the date hereof to Buyer a preliminary commitment (the "Preliminary Title Report") from the Title Company for an ALTA standard owner's title insurance policy (the "Title Policy") issued by the Title Company relating to the Property, together with copies of the exception documents shown therein as Special Exceptions in Schedule "B" to the Preliminary Title Report. In addition, within five (5) days after the Effective Date, Seller shall provide Buyer with its existing ALTA/ACSM survey, if and to the extent existing and in Seller's possession or control, of the Real Property (the "Survey"), which Buyer shall be responsible for updating if Buyer elects to do so. If there is no ALTA/ACSM Survey in Seller's possession or control, all references herein to "Survey" shall mean any such survey ordered by Buyer; if Buyer elects not to order such a survey, all references herein to "Survey" shall be disregarded. Buyer shall have a period of thirty (30) days after its receipt of the Preliminary Title Report (the "Title Review Period") to review and approve or disapprove title matters, including matters shown on the Preliminary Title Report or the Survey, in writing delivered to Seller. If Buyer fails to give written notice of disapproval by 5:00 p.m. on the last day of the Title Review Period as provided below, the Preliminary Title Report and the Survey shall be deemed approved by Buyer without objection or exception. If Buyer timely gives written notice of disapproval of any exception shown in the Preliminary Title Report or matters shown on the Survey, then Seller shall have until 5:00 p.m. on the fifth (5th) Business Day following receipt of such notice to notify Buyer in writing whether Seller will attempt to remove or cure such disapproved item(s).

If Seller does not so notify Buyer in writing that Seller shall cause all title matters as to which Buyer gave notice of objection or disapproval within the above-stated time period for Seller's notification, then Buyer may by 5:00 p.m. on the third (3rd) Business Day after receipt of notice from Seller that it will not attempt to remove or cure the disapproved exception (or, if no such notice is given, then on the Business Day after the last day for Seller to deliver such notice) terminate this Agreement by written notice to Seller and the provisions of Section 8.3 applicable to a termination of this Agreement without the fault of either party shall apply. If Buyer does not so elect to terminate this Agreement, Buyer shall be deemed to have approved of the title matters of which it had previously disapproved and all other matters affecting title to the Property and disclosed on either of the Preliminary Title Report or Survey. If Seller gives notice that it will attempt to remove or cure the disapproved title exception, then it shall have five (5) Business Days to do so. If such item is not so removed or cured within such five (5) day period, Buyer shall thereafter have until 5:00 p.m. on the second Business Day thereafter to terminate this Agreement. In such event, the provisions of Section 8.3 applicable to a termination without the fault of either party shall apply. If Buyer does not so elect to terminate this Agreement, Buyer shall be deemed to have approved of the title matters of which it had previously disapproved.

Notwithstanding anything to the contrary contained herein, Seller agrees at its expense to cause all liens evidencing monetary encumbrances, to be removed by Seller on or before Close of Escrow. In addition, Buyer shall be deemed to have approved the following: (a) nondelinquent taxes and assessments; and (b) exceptions created by Buyer. All title matters approved or deemed approved by Buyer are called "Permitted Exceptions."

Any matters affecting title to the Property that are created or are first disclosed to Buyer after Buyer's receipt of the Preliminary Title Report but before the Closing Date (each, an "Intervening Exceptions"), which disclosure may be by way of supplement to the Preliminary Title Report, delivery of the Survey or update thereto, or other notice given to Buyer in writing, shall be subject to Buyer's approval, such approval not to be unreasonably withheld, conditioned or delayed, and Buyer shall have until 5:00 p.m. on the third (3rd) Business Day after receipt of notice of any Intervening Exception to either accept it (whereupon the Intervening Exception shall be a Permitted Exception) or submit written disapproval. Seller shall have until 5:00 p.m. on the third (3rd) Business Day after receipt of such disapproval, to notify Buyer whether Seller will attempt to remove or cure the objectionable Intervening Exception before the Closing Date or inform Buyer that it will not remove or cure the Intervening Exception. Thereafter, the parties shall proceed as set forth in the second paragraph of this Section 4. If necessary to accommodate the time periods set forth in this paragraph or such second paragraph, Seller may elect to extend the Closing Date for up to two (2) Business Days for the purpose of such cure or removal.

5. CLOSE OF ESCROW.

Escrow shall close (the "Close of Escrow") no later than Ninety (90) days after the end of the Feasibility Review period set forth in Paragraph 7.1 of this Agreement (the "Closing Date"). The Closing Date may be extended at Seller's request pursuant to Section 4 to address Intervening Exceptions. If Escrow is not in a condition to close and neither party is in default, both parties shall use commercially reasonable efforts to put the Escrow in a condition to close as soon as possible; provided, however, if Escrow is still not in a position to close seven days following the scheduled Closing Date, then this Agreement shall terminate. If the Agreement and Escrow are terminated then the provisions of Section 8.3 applicable to a termination of this Agreement shall apply, except that, if the failure to complete Close of Escrow is due to the default of a party, termination shall not waive the other party's rights or remedies (including, if applicable, delivery of the Deposit to Seller) for the defaulting party's default.

6. DOCUMENTS AND SUMS REQUIRED FROM BUYER AND SELLER.

6.1 Seller. Not later than 3:00 p.m. on the last Business Day immediately preceding the Closing Date, Seller shall deliver to Escrow Holder the following documents:

(a) An executed and recordable statutory warranty deed for the Property in substantially the form attached hereto as Exhibit B (the "Deed") conveying fee title to the Property to Buyer subject only to the Permitted Exceptions and an accompanying excise tax affidavit. Said deed shall reflect completion of the boundary line adjustment or division of the parcel required as a condition of this sale, and will further be subject to the Covenants, Conditions and Restrictions, which will be incorporated into and made part of the Deed, in substantially the form of Exhibit E hereto and which, by signing this Agreement, the parties agree are accepted in substantially the form of Exhibit E;

(b) An executed assignment of all of Seller's right, title and interest in the Intangible Property, if any, in the form attached hereto as Exhibit C (the "Bill of Sale");

(d) A FIRPTA affidavit certificate evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code;

(e) Any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy;

(f) The Reciprocal Grant of Easements and Agreement for Joint Maintenance Of Real Property agreement in substantially the form of Exhibit F hereto (the "Easement Agreement"), the form and content of which are acceptable to the parties as evidenced by their signatures on this Agreement;

(g) Fully executed access easements and covenants securing commercially reasonable access and use of the premises by Buyer in the substantially the form of

Exhibits E and F hereto, and such other documents as are reasonably required by Escrow Holder (either in its capacity as escrow holder or as issuer of the Title Policy) to close the Escrow and complete the transactions contemplated by this Agreement.

(h) Fully executed Real Estate Option and Right of First Refusal Agreement in substantially the form of Exhibit G attached hereto.

6.2 Buyer. Not later than 3:00 p.m. on the last business day preceding the Closing Date, Buyer shall deliver to Escrow Holder the following good funds equal to all sums to be paid by Buyer and delivered to Escrow Holder under this Agreement, including the balance of the Purchase Price and Buyer's share of costs and prorations. In addition, by said date and time, Buyer shall also deliver to Escrow Holder a fully-executed original or Buyer-executed and acknowledged (where required) counterpart of the Bill of Sale and the Easement Agreement.

7. BUYER'S REVIEW.

7.1. Feasibility Review. Until 5:00 p.m. on the ninetieth (90th) day following execution of this Agreement (the "Review Period"), Buyer shall have the opportunity to examine and investigate all aspects of the Property, including without limitation, physical condition, title, zoning, environmental matters, leases, and contracts. Buyer's inspection of the Property is anticipated to include, among other things, soils and geotechnical tests and Phase I and Phase II environmental assessments.

Without any representation or warranty as to the accuracy of the information contained therein, Seller will deliver to Buyer within 5 days of the execution of this Agreement copies of all items that are in the possession or control of Seller and described in Exhibit D (the "Due Diligence Items") attached hereto.

At any time prior to the expiration of this Review Period, Buyer shall have the right, by written notice to Seller, either to proceed with Closing subject to the provisions of this Agreement and to waive Buyer's right of termination pursuant to this Section 7.1 or to terminate this Agreement, which election shall be in Buyer's sole and absolute discretion. If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Review Period, Buyer shall deliver written notice to Seller of such election to proceed (the "Notice to Proceed"). Buyer's delivery of a Notice to Proceed shall signify that Buyer has undertaken, conducted or received such reviews, inspections, tests, analyses, studies and evaluations of the Property as Buyer determined in its interest to undertake, conduct or receive and that Buyer has determined, independently and in its sole discretion, that Buyer accepts the Property in its present condition, as-is, without representation or warranty by Seller or any agent of Seller, except as may be expressly stated in this Agreement, that Buyer's purchase and use of the Property are feasible, and that the Property is suitable for Buyer's intended uses and purposes. If Buyer does not deliver its Notice to Proceed within the Review Period, then this Agreement shall automatically terminate. A qualified or conditional notice, including a notice stating Buyer will elect to proceed with this transaction only if Seller agrees to certain conditions, shall not constitute a Notice to Proceed for

purposes of this Section. In the event Buyer does not deliver a Notice to Proceed by the end of the Review Period or otherwise terminates this Agreement under this Section 7.1, except for those indemnities and obligations expressly stated in this Agreement as surviving termination or Closing, neither party shall have any further obligations or liabilities hereunder (except for Buyer's indemnity obligations under this Agreement and its obligation to return the Due Diligence Items provided by Seller). In the event of such termination, the Earnest Money Note shall be returned to Buyer and the provisions of Section 8.3 applicable to a termination of this Agreement shall apply.

7.2 License to Enter. Between the date of this Agreement and Close of Escrow or earlier termination of this Agreement, with prior notice to Seller and in the presence of Seller or Seller's property manager, Seller agrees that Buyer and its agents, representatives, contractors and subcontractors may enter upon the Property to inspect the Property and to conduct tests, studies, surveys and investigations, including, without limitation, soils and groundwater environmental tests, so long as the activities do not damage the Property or unreasonably interfere with Seller's or Tenant's use of the Property. Such license is granted on the condition that Buyer keep the Property free and clear of any mechanics' liens and materialmen's liens arising out of any such activities. Buyer shall indemnify, defend and hold harmless Seller, Seller's members and employees against all actual injuries, damages, liabilities and claims, including, without limitation, Seller's attorneys' fees and defense costs (collectively, "Losses") to the extent caused by Buyer, its agents, representatives, contractors or subcontractors in exercise of its inspection rights hereunder. Prior to conducting any such tests on the Property, and as a condition to doing so, Buyer shall provide Seller with evidence of insurance in amounts and form reasonably acceptable to Seller, with coverage limits of not less than Two Million Dollars (\$2,000,000) insuring Buyer and/or its contractor(s) or consultant(s) providing such work from all commercial and general liability for any loss, injury or damage caused by Buyer, its contractor(s) or consultant(s) in connection with any such inspection, testing or work on the Property. Buyer shall fully restore the Property following any such testing to its condition immediately preceding such work. If this Agreement terminates for any reason other than Seller's default, Buyer shall provide Seller with complete copies of all reports, studies, analyses and other documents or materials reporting on the type of tests and/or inspections conducted by or at the request of Buyer on or with respect to the Property, including soil tests, environmental tests, and property condition reports. Seller shall have the right to require termination of any tests or inspection activities or other on-site work by Buyer or any contractor or consultant thereof if undertaken contrary to the terms and conditions of this Section. Buyer's obligations under this Section shall survive termination of this Agreement, regardless of reason for termination, and shall further survive Closing. Buyer's agreements, including its agreement of indemnity, under this Section 7.2 shall survive the termination of this Agreement and/or Close of Escrow and delivery of the Deed.

7.3 Service Contracts. If Buyer elects to proceed with the purchase, Buyer shall not assume any Service Contracts (as defined in Section 11.1(i) below). Seller will arrange for all Service Contracts to terminate not later than the Closing Date.

7.4 Leases. Buyer shall not assume any leases for the Property.

8. CONDITIONS TO CLOSE OF ESCROW.

8.1 Conditions in Favor of Buyer. Close of Escrow is conditioned upon the satisfaction or waiver by Buyer of the following conditions:

(a) Seller has delivered each of the documents described in Section 6.1 above as and when required therein, and Seller has performed without material exception all of its obligations under this Agreement to the extent required to be performed prior to Closing;

(b) The Title Company is in a position, and has unconditionally and irrevocably committed, to issue to Buyer the Title Policy dated as of the date and time of the recordation of the Deed in the amount of the Purchase Price issued by Title Company showing title to the Property vested in Buyer, subject only to the Permitted Exceptions and the exceptions standard in an ALTA Standard Owner's policy of title insurance (or, if, but only if Buyer has provided an ALTA/ACSM Survey, an ALTA Extended Owner's policy of title insurance);

(d) Buyer has not terminated this Agreement before the end of the Review Period as provided in Section 7.1; and

(e) All representations and warranties of Seller are true and correct in all material respects as of the Close of Escrow.

8.2 Conditions in Favor of Seller. Close of Escrow is conditioned upon the satisfaction or waiver by Seller of the following conditions which are for the benefit of Seller:

(a) Buyer has delivered funds and documents to Escrow Holder as required by Section 6.2 above as and when required therein, and Buyer has performed all of its obligations under this Agreement required to be performed prior to Close of Escrow.

8.3 Failure of Conditions. In the event any of the conditions set forth in Section 8.1 or 8.2 above are not satisfied or waived by the Closing Date, the party entitled to benefit of such condition shall have the right to terminate this Agreement and the Escrow by giving written notice of such termination to the other party and to Escrow Holder. In the event of such termination, all Escrow charges shall be divided equally between the parties (unless one party is in default, in which case, the party which is in default shall be responsible for payment of all Escrow charges). All documents delivered to Escrow Holder shall be returned to the depositing party, Buyer shall return to Seller all due diligence items delivered by Seller to Buyer. Further, unless Seller is entitled to the Deposit pursuant to Section 12 (in which case Escrow Holder shall return the Deposit to Seller within two (2) Business Days after the termination and cancellation of Escrow), Escrow Holder shall return the Deposit to Buyer within two (2) Business Days after the termination and cancellation of Escrow. In addition, in the event of termination of this Agreement without the fault of either Party, the Deposit shall be returned to

Buyer and the parties shall proceed as provided in this Section 8.3. If Close of Escrow fails to occur due to the default of a party, termination of this Agreement shall be without prejudice to the remedies of the non-defaulting party for such default.

9. ESCROW PROVISIONS.

9.1 Appointment of Escrow Holder. Laura Lau of First American Title Insurance Company, 818 Stewart Street, Suite 800, Seattle, Washington 98101, is hereby appointed as Escrow Holder.

9.2 Escrow Instructions. This Agreement shall also constitute instructions to Escrow Holder.

9.3 Recordation of Deed; Delivery of Documents. Upon Close of Escrow, Escrow Holder shall cause to be recorded the Deed in the official records of King County and shall deliver executed counterparts of the other documents delivered to Escrow to each party.

9.4 Payment of Costs. Seller shall pay for the cost of the ALTA Owner's Standard Coverage Policy of Title Insurance and Buyer shall pay for any premium associated with extended coverage and endorsements, if the same are requested by Buyer. Each party shall pay its own attorneys' fees and the fees and costs of any advisor or consultant employed by it. Seller shall also pay any real estate transfer excise taxes (to the extent no exemption applies). Escrow Agent's fees and charges shall be split and paid equally, 50/50, between the parties. Buyer shall pay all costs of recording of documents required by Buyer's lender and all costs related to Buyer's financing. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be paid by the parties based upon custom and practice in King County, Washington as determined by Escrow Holder.

9.5 Prorations.

(a) In General. All prorations shall be made to the date of Close of Escrow, with Buyer receiving all income and being responsible for all expenses for the entire day on which Close of Escrow occurs. Seller shall be responsible for all utilities due and payable before Closing. Escrow Holder shall prorate all nondelinquent general and special real estate taxes and assessments that are a lien upon the Property based on the most recent official information available from the applicable tax assessor's office. As an agreement that survives Close of Escrow and the delivery of the Deed, if the actual tax statement for the current tax year is not available by the Close of Escrow (or if a supplemental assessment is levied against the Property for any period prior to Close of Escrow), Buyer and Seller shall re-prorate said taxes outside of Escrow following the Close of Escrow when said tax statement and/or supplemental assessment becomes known. Rent shall be prorated in accordance with the provisions of Section 9.5(b). All other income or revenue with respect to the Property shall be prorated to the Close of Escrow based upon a statement approved by Buyer and Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Prorations shall not occur as to any Service

Contracts that are being terminated, and Seller shall be responsible for all payments under such contracts.

The agreements contained in this Section as to things to be done after Close of Escrow shall survive the Close of Escrow and the delivery of the Deed.

9.6 Seller's Proceeds. Upon Close of Escrow, Escrow Holder is directed to wire Seller's net proceeds of this sale (net of Seller's share of costs and prorations) to Seller based upon written instructions to be furnished to Escrow Holder by Seller.

9.7 Closing Statements. Upon Close of Escrow, Escrow Holder shall provide Buyer and Seller with appropriate closing statements accounting for the funds used and transferred by Escrow Holder.

9.8 Reporting to the Internal Revenue Service. Any returns, statements or reports required to be filed under Section 6045(e) of the Internal Revenue Code (or any similar reports required by state or local law) relating to the Property shall be filed by Escrow Holder. In no event shall this Agreement be construed so as to require that such returns, reports or statements be filed by Buyer, Buyer's counsel, Seller or Seller's counsel. Escrow Holder shall provide evidence to Buyer and Seller of its compliance with the provisions of this section.

10. POSSESSION.

Buyer shall be entitled to possession of the Property (including all keys to the Property and all documents in Seller's possession or under its control relating to the Intangible Property) at the Close of Escrow.

11. REPRESENTATIONS AND WARRANTIES OF SELLER AND BUYER.

11.1 Representations of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller is, and at the time of Closing will be, the sole owner of the Property, including, without limitation, any Intangible Property associated therewith. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions;

(b) Seller has not been served with and Seller has no knowledge of any pending or threatened claims or lawsuits that could adversely affect Seller's interest in the Property or prohibit the sale contemplated by this Agreement;

(c) Seller has received no written notice of, and it has no knowledge of, any violation of any applicable environmental or other laws affecting or relating to the use, condition, or occupancy of the Property;

(d) Seller has delivered to Buyer true and complete copies of all Due Diligence Items (including all updates and amendments thereto) all of which are subject to Seller's disclaimer of any warranty or representation, express or implied, with respect thereto, as stated in Section 7.1 of this Agreement.

(e) Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber the Property or any interest therein to any party other than Buyer;

(f) As of the Closing Date, there will be no brokerage or other leasing commissions due or payable on an absolute or contingent basis to any person in connection with the Property;

(i) All service, maintenance, repair, management, leasing, or supply contracts or other contracts (including, without limitation, janitorial and landscaping agreements) affecting the Property, oral or written (the "Service Contracts") are cancelable without cost at the option of Seller and all Service Contracts shall be cancelled by Seller on or before Close of Escrow;

(j) Seller is not the subject of a petition under the federal bankruptcy laws or any insolvency laws or any other laws for composition of indebtedness or for the reorganization of debtors;

(k) Seller is a State of Washington municipal corporation in good standing under the laws of the State of Washington;

(l) This Agreement and all instruments and documents to be executed pursuant to this Agreement are, and at Close of Escrow will be, duly authorized, executed and delivered by Seller; and

(m) No additional consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement by Seller.

These representations and warranties of Seller shall survive Close of Escrow.

11.2 Representations of Buyer. Buyer represents and warrants to Seller as follows:

(a) This Agreement and all instruments and documents to be executed by Buyer pursuant to this Agreement are, and at the Close of Escrow will be, duly authorized, executed and delivered by Buyer;

(b) Buyer hereby represents that Buyer has full power and authority to enter into this Agreement. All requisite action has been taken by Buyer in connection with the execution of this Agreement. Except as expressly set forth in this Agreement or the documents delivered at Closing, Buyer acknowledges that no warranties, guarantees or representations have been or are being made by Seller or any agent or representative of Seller concerning the Property. Except as expressly set forth in this Agreement or the documents delivered at Closing, Buyer accepts the Property, "AS IS, WITH ALL FAULTS" without any representations or warranties by Seller or any agent or representative of Seller, expressed or implied, and releases and indemnifies Seller from any and all liability therefor; and

(c) No consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement by Buyer.

12. LIQUIDATED DAMAGES.

IN THE EVENT BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE DEPOSIT MADE BY BUYER SHALL BE FORFEITED TO SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER FOR SUCH FAILURE. THE PAYMENT OF THIS AMOUNT IS NOT INTENDED AS A PENALTY BUT RATHER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW FAILS TO OCCUR BY REASON OF BUYER'S DEFAULT, THE PARTIES AGREE THAT THE DAMAGES THAT SELLER WOULD SUFFER THEREBY ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE THAT THE DEPOSIT IS A REASONABLE SUM, CONSIDERING ALL CIRCUMSTANCES THAT EXIST ON THE DATE OF THIS AGREEMENT, INCLUDING: (1) THE RELATIONSHIP OF THE FOREGOING SUM TO THE RANGE OF HARM TO SELLER THAT COULD REASONABLY BE ANTICIPATED; AND (2) THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THIS PROVISION IS NOT INTENDED TO APPLY TO OBLIGATIONS THAT SURVIVE A TERMINATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF SECTION 10.2 ABOVE, AND SELLER SHALL BE ENTITLED TO RECEIVE AMOUNTS DUE THEREUNDER IN ADDITION TO THE DEPOSIT.

13. BUYER'S REMEDIES.

Notwithstanding any provision herein contained to the contrary, if the Close of Escrow fails to occur by reason of Seller's default, Buyer shall have the right to (a) specific performance of this Agreement; (b) to terminate this Agreement upon written notice to Seller, with a copy to Escrow Holder, and to receive the return of the Deposit; and/or (c) to pursue all other remedies available in law or in equity.

14. BROKERAGE COMMISSION.

Seller and Buyer each represent and warrant to the other that it has not been represented by any other real estate broker in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless from any commission due from Seller as a result of any agreement entered into by Seller. Buyer agrees to indemnify, defend and hold Seller harmless from any commission owing as a result of any agreement with a real estate broker entered into by Buyer.

15. SELLER COVENANTS.

15.1 Operation of the Real Property. During the pendency of the Escrow, Seller shall continue to operate the Property in a commercially reasonable manner consistent with past practices, maintain the Property in its present order and condition and deliver the Property at the Close of Escrow in substantially the same condition it is in on the date hereof.

15.2 Existing Leases. Prior to Close of Escrow, Seller has paid or will pay all leasing commissions due with respect to any existing Leases of the Property and shall indemnify, defend and hold Buyer harmless from any such commissions. Prior to Close of Escrow, Seller has paid or will pay all tenant improvement costs, allowances and other monetary concessions with respect to any existing Leases of the Property and shall indemnify, defend and hold Buyer harmless therefrom.

15.3 New Leases. After the Effective Date, Seller agrees that it will not enter into any lease for any portion of the Property, without Buyer's prior written consent.

15.4 Notice of Material Events. Seller shall notify Buyer within three (3) Business Days of Seller obtaining knowledge of any fact or event which renders Seller's representations and warranties hereunder untrue in any material respect.

15.5 Insurance. Until the Close of Escrow, Seller shall keep the Property insured against fire, vandalism and other loss, damage and destruction to the same extent as it has customarily insured the same, but not less than the full replacement value thereof.

16. DAMAGE AND DESTRUCTION AND CONDEMNATION.

16.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. If before the Close of Escrow, the Real Property is damaged by fire, flood, earthquake or other casualty in an amount in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)(the "Threshold Amount"), Buyer may, at its option, elect not to acquire the Property. If Buyer does not so elect or if the damage involved is the Threshold Amount or less, Buyer shall close the purchase, in which event Seller shall assign to Buyer Seller's interest in all insurance proceeds relating to such damage and the right to collect the same. Any deductible under such insurance policies that covers such damage and destruction shall be offset against the Purchase Price to be paid hereunder. If

damage in excess of the Threshold Amount occurs and Buyer elects not to purchase the Property, then this Agreement shall be terminated and the provisions of Section 8.3 applicable to a termination of this Agreement without fault by either party shall apply.

16.2 Condemnation. If, before the Close of Escrow, any governmental entity other than Buyer shall commence any actions of eminent domain or similar type proceedings to take any portion of the Property that would materially adversely affect the Property, in Buyer's sole option, Buyer shall have the option either to (a) elect not to acquire the Property or (b) complete the acquisition of the Property, in which event Buyer shall be entitled to all the proceeds of such taking.

17. BUYER'S INVESTIGATION

17.1 Acknowledgment of Right to Inspect. Buyer acknowledges and agrees that its delivery of a Notice to Proceed pursuant to Section 7.1 shall mean, in addition to the matters described in said Section, that Buyer has been given or will be given a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation:

(a) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

(b) The physical condition of the Property, including, without limitation, the square footage of the Property, the structure, seismic capabilities of the Property, the paving, the utilities, if any, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include, but not be limited to, the Buyer's examination of the presence or absence of Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean inflammable explosives, pollutants, contaminants, radioactive materials, asbestos, polychlorinated biphenyls, lead, lead-based paint, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil, or related materials, which are listed or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the and Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws, rules, regulations or governmental requirements (collectively "Environmental Laws").

(c) Any easements and/or access rights affecting the Property.

(d) All other matters of material significance affecting the Property.

17.2 Buyer's Waiver of Reliance. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS

PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS DELIVERED AT CLOSING, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic capabilities of the Property, appurtenances, access, sewage, utility systems, if any, the square footage of the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, if any, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) the contracts or other agreements affecting the Property and (xi) the economics of the operation of the Property.

17.3 Release of Seller Related Parties. Buyer, on behalf of itself and its successors and assigns, except as expressly set forth in this Agreement or the documents delivered at Closing, waives its right to recover from, and forever releases and discharges, the entities that constitute Seller, affiliates of such entities, the partners, trustees, beneficiaries, shareholders, members, directors, officers, employees, and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller Related Parties") from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be related to or connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and Hazardous Substances on, under or about the Property, (ii) any matter within the scope of matters referred to in Section 12 above, or (iii) any Environmental Law.

18. LIMITATIONS ON DAMAGES AND TIME.

18.1 Time Limitation For Actions. [RESERVED].

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18.2 No Consequential, Incidental or Exemplary Damages. Notwithstanding any term or provision hereof to the contrary, neither Seller nor Buyer shall for any reason or under any theory or circumstance be liable to the other on any claim relating to the Property or arising from or relating to this Agreement for damages or relief in the nature of consequential, incidental, punitive or exemplary damages, including damages in the nature of "lost profits," "lost opportunity," "lost expectancies," "lost tax benefits or adverse tax effects," or the like.

19. MISCELLANEOUS.

19.1 Assignment. Neither Buyer nor Seller shall have the right to assign this Agreement or any of their rights hereunder without the prior approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties to this Agreement.

19.2 Attorneys' Fees. In any action or proceeding between the parties hereto concerning or arising out of this Agreement, the Escrow or the Property, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees, expert witness fees, consultant fees and other reasonable expenses incurred in connection with such action or proceeding, in addition to its recoverable court costs, at trial and on any appeal.

19.3 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be (a) personally served, (b) sent by reputable overnight courier, (c) sent by United States Mail or (d) sent by facsimile transmission (with a copy mailed concurrently by United States mail or concurrently sent by overnight courier), and shall be deemed to have been given (i) when personally served, (ii) the next Business Day if sent by overnight courier, (iii) two (2) Business Days after having been deposited in the United States mail, return receipt requested, postage prepaid and properly addressed, if sent by United States mail and (iv) on the day of

transmission if a Business Day, or if not, on the next Business Day, if sent by facsimile transmission (with a copy concurrently mailed or sent by United States mail or overnight courier as above provided). Addresses for notice by overnight courier or for notice by United States mail and facsimile numbers are as follows:

If to Seller: City of Kenmore
18120 68th Avenue NE
PO Box 82607
Kenmore, Washington 98028
Attn: Rob Karlinsey, City Manager

with a copy to:
Inslee, Best, Dozie and Ryder
777 108th Avenue NE, Suite 1900
PO Box 90016
Bellevue, Washington 98009-9016
Attn: Bill Linton

If to Buyer: James M. and Martha W. Donovan
6360 NE 193rd Place
Kenmore, Washington 98028

with a copy to:
Williams & Williams PSC
18806 Bothell Way NE
Bothell, Washington 98011
Attn: Kinnon Williams

Either party may change its address for notice by giving the other party written notice thereof as herein provided. Notices shall not be given by email.

19.4 Integration. This Agreement and other documents expressly incorporated herein by reference contain the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

19.5 Construction. This Agreement shall be construed according to its fair meaning. Each of the parties hereto agrees that it has been represented by legal counsel, or has had the opportunity to be represented by legal counsel if it so desires, in connection with the negotiation and preparation of this Agreement, that it participated in the preparation of this Agreement and that this Agreement shall not be construed against either party as the drafter of this Agreement.

The term "Business Day" as used herein shall mean any day on which national banks located in Kenmore, Washington are open for business, excluding Saturdays. All times specified herein refer to Pacific Standard Time or Pacific Daylight Time as applicable.

As used herein, the term "including" means "including, but not limited to."

19.6 Titles and Captions. Titles and captions are for convenience only and shall not constitute a portion of this Agreement.

19.7 Gender. As used in this Agreement, masculine, feminine and neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

19.8 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19.9 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

19.10 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.11 Time of the Essence. Time is hereby expressly made of the essence of this Agreement and each provision hereof.

19.12 No Third-Party Benefit. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder.

19.13 Counterparts. This Agreement and any documents required to be executed by the parties hereunder may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument as though all signatures appeared on one document.

19.14 Exhibits. Some of the attached Exhibits made part of this Agreement require additional terms and conditions. The Parties agree the final agreed terms and conditions


of the Exhibits and the incorporated documents will be agreed and completed within ninety (90) days of the execution of this Agreement and such agreement concerning the final terms of the Exhibits is a condition precedent and requirement for the removal of the Buyer's feasibility contingency. Should the parties fail to agree to the terms of the Exhibits prior to expiration of the Review Period, either party may terminate this Agreement with the same legal effect as if Buyer had declined to waive its feasibility contingency.

19.15 Governing Law. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement effective as of the date set forth on page 1 hereof.

SELLER:

CITY OF KENMORE,
a Washington municipal corporation

By: 
Name: ROB KARLINSKY
Title: CITY MANAGER

BUYER:


JAMES M. DONOVAN


MARTHA W. DONOVAN

EXHIBITS

- EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT B STATUTORY WARRANTY DEED
- EXHIBIT C BILL OF SALE
- EXHIBIT D DUE DILIGENCE ITEMS
- EXHIBIT E FORM OF COVENANTS, CONDITIONS AND RESTRICTIONS
- EXHIBIT F FORM OF AGREEMENT FOR GRANT OF EASEMENTS AND JOINT
 MAINTENANCE
- EXHIBIT G REAL ESTATE OPTION AND RIGHT OF FIRST REFUSAL
 AGREEMENT

Exhibit A

LEGAL DESCRIPTION

THE WESTERLY 150 FEET OF THE FOLLOWING DESCRIBED TRACT:

ALL OF BLOCK 13 OF NORTHLAKE TERRACE, ACCORDING TO PLATE RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN KING COUNTY, WASHINGTON; AND A 20 FOOT ALLEY LYING WITHIN SAID BLOCK AND ADDITION ADJOINING THE NORTHERLY LINE OF LOT 10 THEREOF;

AND THAT PORTION OF VACATED KENMORE AVENUE, NOW 67TH AVENUE NORTHEAST, WHICH LIES EASTERLY OF A LINE DRAWN 390 FEET WEST OF AND DISTANT FROM THE EAST BOUNDARY LINE OF BLOCK 13 OF SAID ADDITION.

EXCEPT THE SOUTH 122.00 FEET THEREOF WHICH INCLUDES 22.00 FEET DEDICATED TO THE CITY OF KENMORE FOR RIGHT OF WAY PURPOSES PER ORDER OF CONVEYANCE, RECORDING NO. XXXX

Exhibit B

FORM OF DEED

After Recording Return To:
WILLIAMS & WILLIAMS PSC
18806 Bothell Way NE
Bothell, WA 98011
Attn: Kinnon W. Williams

STATUTORY WARRANTY DEED

GRANTOR: City of Kenmore
GRANTEE: James M. Donovan and Martha W. Donovan, husband and wife

Legal Description:

Abbreviated Form: Ptn Block 13 of Northlake Terrace, Volume 33 of Plats, Page 20,
King County, WA

Additional legal on Exhibit A

Assessor's Tax Parcel ID#: 6181700456

THE GRANTOR, the City of Kenmore, a Washington municipal corporation, for and in consideration of Ten dollars (\$10.00) in hand paid conveys and warrants to James M. Donovan and Martha W. Donovan, and the marital community composed thereof, the following described real estate, situated in the County of King, State of Washington.

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____, 2012.

GRANTOR:

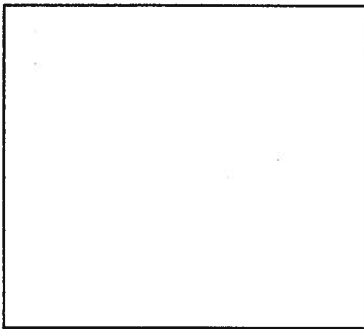
THE CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Kenmore, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

Exhibit A
To Deed

LEGAL DESCRIPTION

THE WESTERLY 150 FEET OF THE FOLLOWING DESCRIBED TRACT:

ALL OF BLOCK 13 OF NORTHLAKE TERRACE, ACCORDING TO PLATE RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN KING COUNTY, WASHINGTON; AND A 20 FOOT ALLEY LYING WITHIN SAID BLOCK AND ADDITION ADJOINING THE NORTHERLY LINE OF LOT 10 THEREOF;

AND THAT PORTION OF VACATED KENMORE AVENUE, NOW 67TH AVENUE NORTHEAST, WHICH LIES EASTERLY OF A LINE DRAWN 390 FEET WEST OF AND DISTANT FROM THE EAST BOUNDARY LINE OF BLOCK 13 OF SAID ADDITION.

EXCEPT THE SOUTH 122.00 FEET THEREOF WHICH INCLUDES 22.00 FEET DEDICATED TO THE CITY OF KENMORE FOR RIGHT OF WAY PURPOSES PER ORDER OF CONVEYANCE, RECORDING NO. XXXX

Exhibit B
To Deed

EXCEPTIONS

Exhibit C

FORM OF BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of _____, 2012, and is by the CITY OF KENMORE, a Washington municipal corporation ("Seller"), in favor of JAMES M. DONOVAN and MARTHA W. DONOVAN, husband and wife, and the marital community composed thereof ("Buyer"), with reference to the following recitals.

RECITALS

A. Seller is the owner of the property legally described on Exhibit A attached hereto (the "Property").

B. Pursuant to the Purchase and Sale Agreement dated _____ (the "Agreement") between Seller and Buyer, Buyer has contracted to purchase the Property from Seller. As of the date hereof, Seller has conveyed the Property to Buyer.

C. Seller desires to assign, transfer, sell and convey to Buyer of all of Assignor's right, title and interest in and to the Personal Property (as defined below).

ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell and convey to Buyer all of Seller's right, title and interest in and to any intangible personal property owned by Seller and used in connection with the operation of the Property, including, without limitation, any guaranty or warranty relating to the construction, use, maintenance, occupancy or operation of the Property, subject to any limitation contained in each such guaranty and warranty (the "Personal Property").

This Bill of Sale is made without recourse or warranty whatsoever except that Seller owns the Personal Property free and clear of all liens, exceptions, and encumbrances except the lien for personal property taxes not yet delinquent. Except as provided in the Agreement, Buyer acknowledges that Seller has not made and does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Personal Property and the Personal Property is sold to Buyer in an "AS IS" condition.

[signature on the following page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

SELLER:

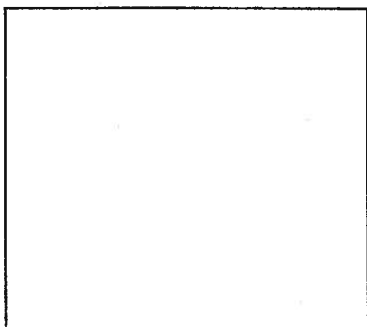
THE CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Kenmore, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Exhibit A
To Bill of Sale

LEGAL DESCRIPTION

THE WESTERLY 150 FEET OF THE FOLLOWING DESCRIBED TRACT:

ALL OF BLOCK 13 OF NORTHLAKE TERRACE, ACCORDING TO PLATE RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN KING COUNTY, WASHINGTON; AND A 20 FOOT ALLEY LYING WITHIN SAID BLOCK AND ADDITION ADJOINING THE NORTHERLY LINE OF LOT 10 THEREOF;

AND THAT PORTION OF VACATED KENMORE AVENUE, NOW 67TH AVENUE NORTHEAST, WHICH LIES EASTERLY OF A LINE DRAWN 390 FEET WEST OF AND DISTANT FROM THE EAST BOUNDARY LINE OF BLOCK 13 OF SAID ADDITION.

EXCEPT THE SOUTH 122.00 FEET THEREOF WHICH INCLUDES 22.00 FEET DEDICATED TO THE CITY OF KENMORE FOR RIGHT OF WAY PURPOSES PER ORDER OF CONVEYANCE, RECORDING NO. XXXX

Exhibit D

LIST OF DUE DILIGENCE ITEMS

Seller shall provide the following to Buyer, to the extent existing and in Seller's possession or control:

- (a) Copies of all Contracts, Leases and Agreements Affecting the Property.
- (b) Real Estate Tax Bills: Copies of the bills for the prior three (3) years as of the Agreement Execution Date.
- (c) Survey: Copies of all standard lot line, A.L.T.A. and other surveys of the Property to the extent existing and in Seller's possession or control.
- (d) Environmental and Inspection Reports and Appraisal: Copies of all environmental appraisals, studies and other information relating to environmental and other matters concerning the Property, including without limitation any and all remedial efforts, available to it, to the extent existing and in Seller's possession or control.
- (e) Zoning, Land Use, Subdivision, Building and Construction Laws, Rules, Regulations and Ordinances: Copies of any and all permits, permit applications, notifications and other items Seller may have submitted to or received from any governmental or quasi-governmental agencies during the five (5) years preceding the Agreement Execution Date relating to the zoning, land use, subdivision, building, construction or other related issues relating to the Property as of the Agreement Execution Date.

The above consist of matter prepared by third parties not necessarily under control of Seller and matter which may no longer be complete or accurate due to change of circumstances, standards or passage of time, and are given to Buyer on the condition that Seller wholly disclaims, and makes no representation or warranty, express or implied, as to, the completeness, accuracy, usefulness, suitability or reliability of such materials but represents only that Seller shall provide the same to Buyer in the same condition as maintained by Seller in its records.

Exhibit E

**RECIPROCAL GRANT OF EASEMENTS
AND
AGREEMENT FOR JOINT MAINTENANCE OF REAL PROPERTY**

This Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property (this "Agreement") is made and entered as of the _____ day of _____, 2012, by and between the City of Kenmore, a Washington municipal corporation ("Kenmore"), and _____, a _____ ("Donovan"). Kenmore and Donovan are at times collectively referred to herein as the "Parties," which term includes all heirs, assigns and successors of each of Kenmore and Donovan.

RECITALS:

A. Kenmore is the owner of the real property described on **Exhibits A-1, A-2 and A-3** hereto and the improvements located thereon and therein (collectively, "Kenmore Property"). The real property described on **Exhibit A-1** is also referred to herein as the "Post Office Parcel", the real property described on **Exhibit A-2** is also referred to herein as the "Eastern Parcel", and the real property described on **Exhibit A-3** is also referred to herein as the "Park & Ride Parcel."

B. Donovan is the owner of the real property described on **Exhibit B** hereto and the improvements located thereon and therein ("Donovan Property").

C. The Kenmore Property and Donovan Property are at times collectively referred to herein as the "Properties" and are shown by graphic illustration on **Exhibit C** hereto.

D. The Properties are adjoining and the Parties desire to provide for easements and agreements allowing for certain uses of each of the Properties for the benefit of the other Property or the owner, tenants, lessees, licensees and other lawful users of such other Property, and for joint use and maintenance of certain portions of the Properties, all under terms and conditions stated in this Agreement, which uses, terms and conditions are mutually accepted by the Parties.

IT IS THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Recitals True. Each of the foregoing Recitals is true and made a part of this Agreement the same as though re-stated here in full.

2. Grant of Easements by Kenmore. Subject to the Easement Conditions hereinafter stated, Kenmore hereby grants and conveys to Donovan and to Donovan's assigns and successors, and the tenants, lessees, licensees, vendors, suppliers and concessionaires thereof, and all employees, agents, contractors and invitees of any or all of the foregoing (all collectively "Donovan Permittees" or at times "Permittees") the following non-exclusive, perpetual easements for ingress and egress over those portions of Kenmore's Property described as follows:

(A) An easement across the eastern-most _____ feet of the Post Office Parcel for vehicular and pedestrian ingress and egress between the Donovan Property and N.E. 181st Street (the "Post Office Parcel Easement");

(B) An easement across the south-westerly corner of the Eastern Parcel for vehicular and pedestrian ingress and egress between the Donovan Property and N.E. 181st Street (the "Eastern Parcel Easement");

(C) An easement across the northern-most _____ feet of the Eastern Parcel for vehicular ingress and egress between the rear (northern-most) portion of the existing building located, as of the date hereof, on the northern portion of the Donovan Property and 68th Avenue N.E. (the "Rear Access Easement"), which easement, however, shall be used solely for restricted access by commercial trucks and service vehicles for the purpose of pick-up and delivery of inventory, supplies and materials and similar commercial deliveries and for services to be provided through the service or loading areas of the building and for services to those portions of the building not accessible from the front (southern) side of the building. Kenmore shall have the right at any time while this easement is in place to install a gate, bollards, chain or other devices or structures to restrict access to the area covered by this easement solely to contractors, supplies, shippers, vendors and other commercial vehicles providing commercial services to the building located on the Donovan Property.

(D) An easement that runs across the western-most _____ feet of the Eastern Parcel [Insert property description of the pedestrian easement running partly on the Eastern Parcel and partly on the Donovan Parcel running North and South] providing a direct means of pedestrian access between N.E. 181st Street and the Park & Ride Parcel. (the "Eastern Pedestrian Easement").

3. Grant of Easements by Donovan. Subject to the Easement Conditions hereinafter stated, Donovan hereby grants and conveys to Kenmore and to Kenmore's assigns and successors, and the tenants, lessees, licensees, vendors, suppliers and concessionaires thereof, and all employees, agents, contractors and invitees of any or all of the foregoing (all collectively "Kenmore Permittees" or at times "Permittees") the following non-exclusive, perpetual easements for ingress and egress over those portions of Donovan's Property described as follows:

(A) An easement thirty (30) feet wide running east and west [Insert property description of access easement running from Eastern Parcel to Post Office Easement along the southern edge of the existing building to provide vehicle corridor along existing and future building lines] providing a direct means of vehicular and pedestrian ingress and egress between the Eastern Parcel and the Post Office Parcel (the "Donovan Property Ingress-Egress Easement").

(B) An easement that runs across the western-most _____ feet of the Donovan Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Park & Ride Parcel. (the "Western Pedestrian Easement").

(C) An easement that runs across the eastern-most _____ feet of the Donovan Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Park & Ride Parcel. (the "Eastern Pedestrian Easement").

4. Graphic Depiction of Easements. The Post Office Parcel Easement, Eastern Parcel Easement, Rear Access Easement, Western Pedestrian Easement, Eastern Pedestrian Easement, and Donovan Property Ingress-Egress Easement are graphically depicted on **Exhibit C** hereto.

5. Parking and Access Easement – Donovan Property.

(A) Access and Parking Easement - DP. Subject to the Easement Conditions hereinafter stated, Donovan hereby grants and conveys to Kenmore a non-exclusive, perpetual easement (the "Access and Parking Easement - DP") for the non-exclusive use and benefit of the Kenmore Permittees for vehicular and pedestrian ingress and egress and for vehicular parking, over and across the parking lot portions of Donovan's Property shown on **Exhibit D** hereto (the "Access and Parking Easement - DP Area"). The Kenmore Permittees shall have the non-exclusive right to utilize the Access and Parking Easement - DP for vehicular and/or pedestrian ingress and egress across the Access and Parking Easement - DP Area to and from the Eastern Parcel. In addition, the Kenmore Permittees shall have the non-exclusive right to utilize up to twenty (20) parking spaces for vehicle parking in conjunction with use of the buildings, structures and facilities now or hereafter located on the Eastern Parcel.

(B) To preserve the right of the Kenmore Permittees to use the Access and Parking Easement - DP Area for parking in the parking spaces reserved for that purpose herein, Donovan agrees not to construct any improvements or to make or permit the making of any alterations within or to the Access and Parking Easement - DP Area the purpose or effect thereof is to reduce the number or size of the parking spaces within the Access and Parking Easement - DP Area, except with the express written consent of Kenmore, which consent may be withheld, conditioned or denied in Kenmore's sole and absolute discretion; *provided*, nothing herein shall bar Donovan from making alterations to the configuration or layout of the parking areas or parking spaces or drive aisles within the Access and Parking Easement - DP Area or from installing improvements thereto so long as following such alterations or installation of improvements, the number and size of parking spaces is not reduced and the means of ingress and egress across the Donovan Property between the Eastern Parcel and the Post Office Parcel are not materially impaired, reduced or adversely affected.

(C) Kenmore and Donovan agree to adopt, maintain and enforce reasonable rules and measures to prevent use of the Access and Parking Easement - DP Area by its respective Permittees or by any other person for vehicular parking in any areas other than specifically marked and designated parking areas (including measures to prevent parking in fire lanes and other areas in which parking is prohibited by law) or for permanent storage of vehicles or equipment. Unless otherwise mutually agreed in writing and on a short-term (less than ten (10) days) basis, neither Kenmore nor Donovan shall rent, lease or otherwise use the Access and Parking Easement - DP Area for parking by persons

other than employees, contractors, customers, vendors and others using the buildings located on the Properties.

(D) Donovan reserves and retains the right of the Donovan Permittees to use the Access and Parking Easement - DP Area, as described and limited herein, in common with the Kenmore Permittees for parking and for access to and from the Donovan Property over the Post Office Parcel Easement and the Eastern Parcel Easement. In addition, Donovan shall have the right to make any use of the surface and subsurface of the Access and Parking Easement - DP Area and construct or install any surface or subsurface improvements thereon for any use or purpose not inconsistent with the rights granted to the Kenmore Permittees under this Access and Parking Easement - DP.

(E) Rules and Regulations. From time to time, Donovan shall have the right to issue reasonable rules and regulations for the use and occupancy of the Access and Parking Easement Area - DP. Such rules and regulations shall be in such form and substance as Donovan deems reasonably appropriate for the use, safety, cleanliness and fair usage of the Access and Parking Easement Area - DP; *provided*, in no event shall any such rules or regulations impose any fee or tariff for access by pedestrians or vehicles over or across the Access and Parking Easement Area - DP or unreasonably limit the use by the Kenmore Permittees of the Access and Parking Easement - DP as prescribed in this Agreement. Donovan shall be solely responsible for the posting, publication and/or enforcement of any such rules and regulations, except that Kenmore agrees reasonably to cooperate with Donovan in making reasonable efforts to publish, publicize and otherwise make known such rules and regulations to Kenmore's Permittees.

(F) Parking Management. Nothing in this Agreement shall prohibit Donovan from retaining or contract with a third-party parking management service to maintain the Access and Parking Easement - DP Area, so long as such service manages the property in a manner which does not violate this Agreement or the rights of the Kenmore Permittees with respect to this Parking and Access Easement.

(G) Improvement Cooperation. Subject to existing and future zoning, regulations, and permitting standards, Donovan and Kenmore agree to coordinate improvements to the Access and Parking Easement - DP Area in order to avoid disrupting their respective use and improvement of their properties and the use and enjoyment of themselves and their tenants and permittees. To that end, Donovan and Kenmore shall give each other at least six (6) months notice of their intent to begin any significant construction or improvement activities and will meet and confer within a reasonable time in order to mitigate the effects of such construction or improvement activities. Effort shall be made in the planning process and ultimate design of any significant construction or improvement to make the construction or improvement architecturally compatible between the Donovan and Kenmore properties. Significant construction or improvement activities are defined to include but are not limited to permanent signage or other physical restriction of parking areas for use of Donovan or Kenmore Permittees, structural alterations or improvements of buildings or structures in excess of an estimated gross cost of \$200,000.00 or greater, similar physical alterations of their respective properties that

can reasonably be expected to have a material effect on traffic or use of the neighboring property.

6. Parking and Access Easement – Eastern Parcel. [To Be Determined, limit number of parking stalls and time periods available, similar provisions to Access and Parking Easement - DP.]

7. Utility Easements. [Need locations of current utilities on Post Office and Eastern parcels, modify existing to allow relocation in case of development.]

8. Access and Parking Easement Areas Defined. As used herein, “Access and Parking Easements” means the Access and Parking Easement – DP and the Access and Parking Easement – EP, collectively, and “Access and Parking Easement Areas” means the areas affected by either of the Access and Parking Easements.

9. Agreement Not To Obstruct Easement Areas. With respect to each of the Post Office Parcel Easement, the Eastern Parcel Easement, the Rear Access Easement, the Donovan Property Ingress-Egress Easement, and the Parking and Access Easements (collectively, the “Surface Easements”), each of Kenmore and Donovan agrees, for itself and its grantees, assigns and successors, never to place, locate, erect, construct, establish, suffer or otherwise permit the temporary or permanent placement, location, erection, construction or establishment of any structure, device, or apparatus of any nature within any portion of their respective Properties affected by or reserved herein for any of the Surface Easements, the purpose or effect of which is the blocking, hindering or impairing of the free and unimpeded use of such easement area for the purposes described in this Agreement with respect to such easement.

10. Restrictions and Conditions for Use of Surface Easements.

(A) Parking. Each of Kenmore and Donovan covenants and agrees never (i) to establish, undertake, suffer, permit or tolerate the use of any of the Surface Easements by its Permittees for the benefit of any property other than the Properties, or (ii) to authorize or permit its Permittees to utilize any portion of the Access and Parking Easement Areas or any portion of Donovan’s Property for long term parking or storage of any nature, or, (iii) except as to vehicular parking allowed in designated parking areas within the Access and Parking Easement Areas, to allow any of its Permittees to park any vehicle, temporarily or otherwise, within the area of any of the Surface Easements or otherwise to use any part of those areas of the Properties reserved for the Surface Easements for any purpose other than for ingress and egress as described in this Agreement.

11. Sharing and Allocation of Costs of Maintenance, Repair and Replacement of Surfaces and Capital Improvements with Easement Areas. [To be completed should include grounding of aerial wires when Eastern Parcel is improved.]

12. Agreement to Provide Landscape Islands and Lighting within Access and Parking Easement Areas. [to be completed]

13. Agreement For Layout of Parking Areas. [to be completed]

14. Sign Easements. [agreed locations of common signage, maintenance and cost sharing, to be completed]

15. Stormwater Sewer Easements. [if any, to be completed]

16. Visibility Easements. [To be completed. View window of Donovan building from access easement areas will not be obstructed.]

17. Waiver of Adverse Possession. Each of Kenmore and Donovan waives and releases any claims or entitlements that may have accrued or which may accrue in the future under the theory of adverse possession, prescriptive easement or any other legal or equitable theory whereby the Kenmore or Donovan, or either of their grantees, successors and assigns are entitled to utilize any portion of the Property of the other Party pursuant to the easements herein granted.

18. Miscellaneous.

(A) Runs with the Land. The covenants, conditions, restrictions and rights set forth herein shall run with the land constituting the Properties and be obligatory upon the current fee owners thereof and upon their respective grantees, assigns and successors, tenants, sub-tenants, licensees and invitees; *provided*, anything herein to the contrary notwithstanding, no rights in or to the general public (except to the extent members of the public are also Permittees) are created hereby.

(B) Successors and Assigns Bound. The terms and conditions and all rights and entitlements stated herein and arising herefrom shall inure to the benefit of and be binding upon all heirs, assigns, successors, administrators, trustees and others claiming by or through the Parties hereto.

(C) Remedies. In the event of any violation or breach or threatened violation or breach of any provision of this Agreement or of any of the covenants, conditions or restrictions herein contained by the fee owner or future owner of either of Kenmore's Property or Donovan's Property or by any of their respective tenants, sub-tenants, licensees and invitees and their respective grantees, assigns and successors, then the non-breaching or non-defaulting fee owner shall, in addition to all other remedies at law or at equity, have the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement.

(D) Attorneys' Fees. In the event of any lawsuit, arbitration or legal proceeding is brought to enforce any of the terms hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including costs and fees on appeal) from the non-prevailing party.

(E) Severability. The provisions of this Agreement shall be independent and severable. The unenforceability or invalidity of any one provision shall not affect the enforceability of any other provision.

(F) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington.

(G) Binding Effect. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the fee owners of Donovan's Property and the fee owners of Kenmore's Property, and their respective grantees, assigns and successors.

(H) Entire Agreement. This document, including exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.

(I) Headings. The captions and paragraph headings in this Agreement are inserted for convenience and reference only and are not intended to define, limit or amplify the interpretation or construction of any terms or provisions hereof.

(J) Amendment. This Agreement may be amended from time to time by the fee owners of Kenmore's Property, its grantees, assigns and successors and by the fee owners of Donovan's Property, its grantees, assigns and successors but only pursuant to a written instrument signed by such persons or entities

(K) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

[Signatures and Acknowledgments]

EXHIBIT F

TO STATUTORY WARRANTY DEED

CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES

The Real Property (the "Real Property") described on **Exhibit A** to the Statutory Warranty Deed (the "Deed") to which this Exhibit ____ is attached and made a part, is conveyed by Grantor to Grantee subject to the following Covenants, Conditions, Restrictions and Equitable Servitudes, all of which are accepted by Grantee by its acceptance of the Deed.

1. The Real Property, and any and all lots, parcels, subdivisions, divisions and parts which may hereafter be created from the Real Property (all of which are deemed incorporated into the term "Real Property" as used herein), shall be held, sold, pledged, transferred and conveyed subject to the terms, provisions, limitations, restrictions, and conditions of these Conditions, Restrictions and Equitable Servitudes (collectively, these "Conditions"), all of which shall be deemed conditions, restrictions and equitable servitudes running with the land.

2. For the first five (5) years from the date of Closing, the Real Property shall be used exclusively for commercial retail purposes as a Kenmore Camera retail store. After this five (5) year period, the Real Property may be used, developed, leased, sub-leased, rented, or occupied solely for any permitted office, residential, and commercial retail purposes or any combination thereof subject to applicable zoning and land use laws, rules and regulations (the "Permitted Use") and without limitation on the foregoing, shall not at any time be used, developed, leased, sub-leased, rented or occupied for any of the following uses or purposes (the "Prohibited Uses") described in subsection a-j below. :

- a. Industrial or manufacturing;
- b. Any un-permitted use involving the manufacture or storage of Hazardous Substances, meaning flammable explosives, pollutants, contaminants, radioactive materials, asbestos, polychlorinated biphenyls, lead, lead-based paint, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil, or related materials, which are listed or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the and Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws, rules, regulations or governmental requirements;
- c. Warehousing, storage or "mini-warehouse"

- d. Automotive, boat or other vehicle sales, storage, repair or servicing;
- e. Dry cleaner;
- f. "Adult" entertainment sales or retail activities involving pornographic or "adult only" literature, videos, clothing, or products;
- g. Flea market, going-out-of-business, distress or second-hand sales;
- h. Agricultural use;
- i. [add other prohibited uses, particularly as to types of retail uses to be prohibited]; or
- j. Any use that is not a Permitted Use.

3. Except for special events for holiday sales, inventory clearance and promotional sales not exceeding 72 hours in duration, all retail sales activities must be conducted within the interior spaces of the building located on the Real Property and may not include sales conducted on or in any portion of the parking areas, drive aisles or landscaped areas on the Real Property.

Any and all reconstruction, remodeling or other material alteration of the structures and buildings located on the Real Property as of the date of recording of the Deed shall be in accord with local building codes and ordinances and shall be coordinated with adjoining landowners to minimize disruption or dislocation of property owner and tenant operations and invitees on and around the immediately surrounding properties.

4. These Conditions shall be binding on the Real Property and on Grantee and all future owners, lessees, grantees and occupants thereof and shall inure to the benefit of the Grantor and its respective successors and assigns. Grantor and/or its successors or assigns may enforce the provisions of these Conditions by any and all means and remedies allowed by law or equity, all of which shall be cumulative and not exclusive. In the event of any dispute involving these Conditions or their enforcement, the substantially-prevailing party in any such dispute shall be entitled, in addition to any and all other relief obtained, to reimbursement by the non-prevailing party for all costs and expenses incurred by the prevailing party in connection with such dispute, including without limitation, its actual attorneys' fees, whether or not suit may be commenced, and if suit is commenced then said amount shall include the amounts incurred prior to commencement of such suit, at the trial level, and in all subsequent appeals and collection efforts.

5. Waiver or Breach. No waiver or consent to any breach or default in the performance of any term, condition, or provision of this Deed shall be deemed a waiver of any subsequent breach of the same or any other term, condition, or provision. No failure or delay of any party to exercise any right or power or to insist upon strict compliance by another party with its obligations shall constitute a modification of this Declaration or a waiver of any right to demand strict compliance with the terms of this Declaration.

6. Definitions. Initially-capitalized terms used herein, if not defined herein, shall have the meanings of such terms set forth in the Deed.

EXHIBIT G

REAL ESTATE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), dated and effective as of the ____ day of _____, 2012, is made by and between JAMES AND MARTHA DONOVAN, (the "OWNER") and CITY OF KENMORE, A MUNICIPAL CORPORATION ("City),

RECITALS

Owner entered into a purchase and sale agreement with City on _____, 2012, for the purchase of certain real property as more particularly described on **Exhibit A** attached hereto and incorporated by this reference, located in Kenmore, Washington (the "Property").

The City is desirous of obtaining an option and right of first refusal to repurchase the Property back from Owner should the Owner fail to without good cause or excuse to open a retail outlet for Kenmore Camera on the Property within thirty (30) months of purchasing the Property or should Owner decide to sell the Property in the future. Owner agrees to give City certain rights to purchase the Property on the terms and subject to the conditions set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Right of First Refusal.** Should Owner decide to sell or fail to develop the Property, Owner hereby grants to City an option and right of first refusal to repurchase all right, title and interest held by the Owner, at the time, for the price and subject to such other terms and conditions as are set forth below. The rights of the Owner and City under this Section are hereinafter referred to as the "Option."

2. **Exercise of Right of First Refusal and Option.**

(a) **Sale Of Property.** In the event that the Owner decides to sell the Property or if Owner receives a bona fide offer to purchase the Property at any time following closure of the sale of the Property under the Purchase and Sale Agreement identified above, and for ten (10) years thereafter, the Owner shall give City notice of its intention to sell or intent to accept the Offer to purchase the Property (the "Offer") and shall deliver a copy of the Offer to the designee as identified in the Notice provisions as set forth in the Purchase and Sale Agreement referenced above. The City shall have a period of thirty (30) days from the date of receipt of the Offer to elect to exercise its Right of First Refusal by delivering written notice to the Owner of its election to do so and agree to purchase the property under the same terms and conditions of the bona fide offer, when a bona fide offer is made or in the event no bona fide offer has been made under the provisions of paragraph 3 below (the "RFR Election Notice"). All costs of the exercise

of the Right of First Refusal, including without limitation any filing or recording fees and applicable transfer taxes, shall be paid by the City.

(b) **Option To Purchase Due To Failure To Develop Property.** In the event that the Owner fails without good cause or excuse to develop and occupy the Property as a Kenmore Camera retail outlet within thirty (30) months following closure of the sale of the Property under the Purchase and Sale Agreement identified above, the City may exercise its Option to Purchase by delivering written notice to the Owner of its election to do so (the "Option Election Notice") within ninety (90) days of the thirty month anniversary of closure of the sale of the Property. All costs of the exercise of the Right of First Refusal, including without limitation any filing or recording fees and applicable transfer taxes, shall be paid by the City.

(c) If the City fails to deliver the RFR Election Notice or the Option Election Notice within the applicable periods, then the City's Option to Purchase and the City's Right of First Refusal shall terminate. Thereafter, the Owner shall be permitted to sell the Project free of the Option to Purchase and the Right of First Refusal at any time thereafter.

(d) The terms of the sale of the Property in case the city exercises its Option or the Right of First Refusal shall be as follows:

1. **Closing.** Closing shall be within ninety (90) days of the determination of the Purchase Price as provided in this Agreement;

2. **Deed.** Conveyance of the Property as defined in the Purchase and Sale Agreement will be by warranty deed conveying marketable title to the City free of liens and encumbrances;

3. **Closing costs and charges** will be prorated to the date of closing;

4. **Payment of the Purchase Price** shall be as provided herein;

5. **Other Terms.** The other terms for sale of the Property under this Option and Right of First Refusal shall be the same as those found in the Purchase and Sale Agreement other than those expressly provided for herein. The terms of this Option and Right of First Refusal shall take precedent. For instance, escrow shall be held at the same agency.

3. Purchase Price. The Property's purchase price under the Option To Purchase and the Right of First Refusal (where no bona fide offer has been made) shall be as follows:

(a) **Option To Purchase.** If the Owner has failed without good cause or excuse to not complete and open a retail outlet for Kenmore Camera on the Property within thirty (30) months following closure of the sale of the Property under the Purchase and Sale Agreement, the City will be entitled to purchase the Property for the lesser of 1) Fair Market Value as defined under Paragraph 3(b) of this Agreement; or 2) the purchase price paid by Owner under the initial

Purchase and Sale Agreement plus actual cost of improvements to the Property. (collectively the "Option Purchase Price").

(b) **Right Of First Refusal.** If the parties are unable to agree on the Purchase Price based upon the City exercising its Right Of First Refusal (where a bona fide offer has not been presented) within 30 days of the City giving Owner a timely RFR Election Notice, the fair market value of the Property shall be determined by agreement of two MAI appraisers, one selected by Owner and one selected by City. Should the appraisers be unable to reach agreement within 60 days of the RFR Election Notice first being given, the fair market value shall be established as the average of the fair market determination of value of the two appraisers if the differential in value established by the two appraisers is less than Ten Percent (10%). Should the appraisers be unable to reach agreement when the differential of fair market value is greater than 10%, a third MAI appraiser shall be appointed who shall establish fair market value within the range of fair market values as determined by the two appraisers selected by the Owner and City within 90 days of the RFR Election Notice first being made. Each party shall be responsible for their own costs and fees incurred in establishing fair market value.

4. Payment of Purchase Price. The Purchase Price (as determined above) shall be paid at Closing in one of the following methods:

(a) The payment of all cash or immediately available good funds at Closing;
or

(b) The assumption of any assumable Mortgage Loans if consent has been obtained of the Lenders to the assumption of such Mortgage Loans, which consent shall be secured at the sole cost and expense of City. Any Purchase Price balance remaining after the assumption of the Mortgage Loans shall be paid by City in immediately available funds.

5. Conveyance and Condition of the Property. The Owner's right, title and interest in the Property shall be conveyed by Statutory Warranty Deed. City shall accept the Property "as is," without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due the Owner and from City be paid in full at Closing.

6. Exceptions. The rights granted herein are subject to and subordinate to any similar option or right of first refusal granted to a partner or relative of Owner and to all liens for borrowed money secured by the project. Further, this right of first refusal shall be inapplicable to any conveyance of the real estate as part of the sale of Owners business, or transfer by inheritance or intestate succession, provided that said purchaser and heir shall remain obligated by this Right of First Refusal pursuant to paragraph 9 of this agreement.

7. Assignment. This Right of First Refusal shall not be assigned to any party without express written consent of Owner.

8. Term. The Option To Purchase shall terminate Thirty (30) months following closure of the sale of the Property under the Purchase and Sale Agreement . The Right of First Refusal

shall terminate ten (10) years following closure of the sale of the Property under the Purchase and Sale Agreement.

9. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. This Agreement or a memorandum thereof shall be filed on title upon Owner's purchase of the Property.

10. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

11. **Attorney Fees.** In the event of any action, arbitration, or proceeding at law or in equity to enforce any provision of this Agreement or to protect or establish any right or remedy of any party hereunder, the unsuccessful party to the litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein by the prevailing party, and if the prevailing party recovers judgment in any action, proceeding, or arbitration, the costs, expenses and attorneys' fees shall be included in and as a part of the judgment.

12. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, County of King, without regard to principles of conflicts of laws.

14. **Binding Agreement.** This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

15. **Headings.** All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

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

INWITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement as of the date first above written.

OWNER: _____
James Donovan

Martha Donovan

CITY: THE CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing to Receive Public Testimony on Ordinance No. 13-0353 Extending the Moratorium on Medical Cannabis (Marijuana) Collective Gardens Proposed Council Action/Motion: Hold a public hearing to receive input on possible continuation of the medical cannabis (marijuana) collective gardens moratorium put in place by the City Council through adoption of Ordinance No. 12-0342 on July 23, 2012 and expiring on February 1, 2013.	For Council Meeting Agenda of: 1/14/13 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director</u> To Be Presented By: <u>Debbie Bent, Community Development Director</u> <table border="0"><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td><u>DB 12/26/12</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>R. Hanson 1/13/2013</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>X 12/26/12</u></td></tr><tr><td>Approved by City Manager:</td><td><u>DBK</u></td></tr></table> Exhibits/Attachments: <ol style="list-style-type: none">1. Ordinance 12-03422. Proposed Ordinance 13-0353		<u>Initial & Date</u>	Approved by Department Head:	<u>DB 12/26/12</u>	Approved by City Attorney:	<u>R. Hanson 1/13/2013</u>	Approved by Finance Director:	<u>X 12/26/12</u>	Approved by City Manager:	<u>DBK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>DB 12/26/12</u>										
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Approved by Finance Director:	<u>X 12/26/12</u>										
Approved by City Manager:	<u>DBK</u>										
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0									
<u>INFORMATION/BACKGROUND:</u> On July 23, 2012, the City Council adopted Ordinance 12-0342 (effective August 1, 2012) placing a six-month moratorium on the establishment of medical cannabis collective gardens. This moratorium will expire on February 1, 2013. The moratorium prohibits the filing and acceptance of land use applications for, and the licensing, establishment, maintenance or continuation of, any medical cannabis collective garden. It identifies medical cannabis collective gardens as prohibited uses in the city during the moratorium. The moratorium was adopted to give the city time to carefully and fully consider the appropriate location of and mitigate and minimize the impacts of medical cannabis collective gardens in the city. The City Council is considering extending the moratorium for an additional six months through Ordinance 13-0353 to allow staff more time to address this issue, particularly in light of the evolving perspectives on marijuana use and operational siting as a result of the passage of Initiative 502, which legalized and regulates possession of cannabis by adults 21 years of age and older. State law requires that the city hold a public hearing on the moratorium extension. After the public											

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hearing, the City Council will consider the extension.

Background

Under State law, individual patients suffering from some terminal or debilitating conditions may produce and possess limited quantities of medical cannabis (marijuana) for treatment of their illness. Individual patients can grow (or choose a provider to grow) up to 15 plants maximum, with a maximum of 24 ounces of useable cannabis on site.

Amendments to State law in 2011 (ESSB 5073) authorized “collective gardens,” to be used by up to 10 qualifying patients for the purpose of producing, processing, transporting, and delivering cannabis for medical use. Collective gardens can grow up to 15 plants per person, but no more than 45 plants total. No useable cannabis from the collective garden may be delivered to anyone other than one of the qualifying patients. The legislation provided that cities may adopt and enforce zoning requirements, business licensing requirements, and health and safety requirements for medical cannabis collective gardens.

Although the State supports the production and use of medical cannabis, the federal government continues to treat cannabis as a “Schedule I” drug—illegal in all respects except for research studies. Governor Gregoire and the Governor of Rhode Island (with a letter of support from the Association of Washington Cities) have petitioned the federal government to reclassify medical cannabis as a Schedule 2 drug – authorizing pharmacies to provide the medication.

Governor Gregoire issued a partial veto of ESSB 5073 as the US Attorney General advised the governor that substantial portions of the bill were in direct conflict with federal law and that state employees could be at risk of federal prosecution for aiding and abetting illegal drug possession and sale if they processed licenses for production and sale of medical cannabis. As passed by the legislature, the bill would have placed the production and sale of medical cannabis and the dispensing standards under regulation by the State Department of Health. The 2012 legislature did not pass any further amendments to the medical cannabis statutes.

Initiative 502 which legalizes, taxes and regulates use of cannabis in Washington by persons 21 and older was approved on the November 2012 state ballot. The law took effect on December 6, 2012. The initiative does not affect the medical cannabis rules, but does raise continuing questions about the role of the federal government in cannabis possession enforcement and the appropriate locations for cannabis producers, processors and retailers.

The small scale medical cannabis grow operations of individual patients or their individual providers have not to date triggered concern over land use impacts, although police enforcement concerns may need to be addressed.

Medical cannabis collective gardens, on the other hand, have raised questions of land use compatibility and appropriate siting. Other jurisdictions have identified concerns about location, dispersion, membership controls, security, utility provision, informed consent of property-owners, and hours of operation, among other things.

Recent zoning regulations for medical marijuana collective gardens in Seattle have been challenged in court on the basis that individual applicants for a license are being asked to declare illegal activities

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(under federal law), in violation of the 5th Amendment. Too, as federal law prohibits profiting from drug sales, license fees to the City may be problematic. In October 2012, the King County Superior Court upheld the City of Kent's prohibition on collective gardens and dispensaries.

Kenmore's regulation of medical marijuana collective gardens must be approached thoughtfully, after careful research of the issues, including coordination with Initiative 502. The moratorium was put in place to provide this opportunity. Staff recommends continuation of the moratorium to allow further research into the evolving issues, particularly in light of Initiative 502, and the much-awaited federal response to the cannabis (marijuana) enforcement issue.

FISCAL CONSIDERATION:

None at this time. Staff time will be required to review the issues surrounding medical cannabis collective gardens and develop a regulatory approach.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Comprehensive Plan Vision Statement: "We see Kenmore as a community that is attentive to, and seeks to provide for, the health, safety, and welfare of all its citizens.

Land Use Element Policy LU-1.1.2: "Through land use policies and development regulations that are consistent with state and federal laws, limit land uses and activities that may result in harmful secondary effects to the community, such as crime, vandalism, or neighborhood deterioration. Consider spacing requirements, buffers, landscaping, access, signage controls, business license and operating requirements, as well as other mechanisms to control secondary impacts.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 12-0342**

**AN INTERIM ORDINANCE OF THE CITY OF
KENMORE, WASHINGTON ADOPTING A
MORATORIUM ON THE ESTABLISHMENT OF
MEDICAL CANNABIS COLLECTIVE GARDENS;
DEFINING "MEDICAL CANNABIS COLLECTIVE
GARDENS;" PROVIDING FOR A PUBLIC HEARING;
ESTABLISHING AN EFFECTIVE DATE; AND
PROVIDING FOR EXPIRATION OF THE MORATORIUM
WITHIN SIX (6) MONTHS OF THE DATE OF ADOPTION,
UNLESS EXTENDED.**

WHEREAS, the possession or distribution of cannabis (marijuana) is a violation of state law pursuant to Chapter 69.50 RCW (Washington's Uniform Controlled Substances Act) and of federal law pursuant to the Controlled Substances Act; and

WHEREAS, in 1998 the voters of Washington State approved Initiative 692, now codified as Chapter 69.51A RCW, which created a limited defense to marijuana charges under state law (but not federal law) where the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Chapter 69.51A RCW; and

WHEREAS, in 2011, the state legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5073, which makes significant amendments to the state medical cannabis law; and

WHEREAS, the Governor signed the E2SSB 5073, but vetoed several portions, expressing her reservations about provisions that would involve state employees in activities that could be interpreted as a violation of federal laws; and

WHEREAS, E2SSB 5073 became effective on July 22, 2011 and was codified in Chapter 69.51A RCW; and

WHEREAS, Chapter 69.51A RCW probably authorizes medical cannabis collective gardens ("collective gardens") where up to ten qualifying patients may join together to produce, grow and deliver up to 45 cannabis plants for medical use; and

WHEREAS, Chapter 69.51A RCW does not limit the number of collective gardens that may be located at any site and does not restrict the location of collective gardens in relation to other uses; and

WHEREAS, collective gardens are not addressed in the Kenmore Zoning Code; and

WHEREAS, pursuant to RCW 69.51A.140 cities may adopt zoning requirements for collective gardens; and

WHEREAS, unless a zoning moratorium is imposed, collective gardens could be located within the City while the City lacks the necessary tools to ensure the appropriate location of and minimize and mitigate the potential impacts of collective gardens; and

WHEREAS, the City needs time to carefully and fully consider the appropriate location of and mitigate and minimize the impacts of medical cannabis collective gardens in the City; and

WHEREAS, the City Council deems it to be in the best interests of the public, and necessary for the protection of the public health, safety, property or peace, to establish a zoning moratorium on collective gardens pending consideration of land use regulations to address collective gardens; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium on development for six (6) months, and hold a public hearing on the moratorium within sixty (60) days of the initial adoption of the moratorium; now, therefore

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's preliminary findings in support of the moratorium imposed by this Ordinance. The City Council may, in its discretion, adopt additional or revised findings at the conclusion of the public hearing referenced in Section 4 below.

Section 2. Moratorium. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, a zoning moratorium is hereby enacted in the City that prohibits the filing and acceptance of land use applications for, and the licensing, establishment, maintenance or continuation of, any medical cannabis collective garden. A "medical cannabis collective garden" is an area or garden where qualifying patients engage in the production, processing, transportation and delivery of cannabis for medical use as set forth in RCW 69.51A.085 and subject to the limitations therein.

Section 3. Prohibition of Collective Gardens. Medical cannabis collective gardens are hereby designated as prohibited uses in the City during the moratorium of this Ordinance. In accordance with RCW 35A.82.020 and chapter 5.05 of the Kenmore Municipal Code, no business license shall be issued to any person for a medical cannabis collective garden, which is hereby defined to be a prohibited use under the Kenmore Municipal Code, including Kenmore Zoning Code, and City ordinances during the moratorium of this Ordinance.

Section 4. Public Hearing. As provided in RCW 35A.63.220 and RCW 36.70A.390, the City Council sets a public hearing for September 10, 2012, which shall begin at 7:00 p.m. or as soon thereafter as the business of the City Council shall permit, in order to take

public testimony and consider adopting further findings justifying the imposition of the moratorium set forth in Section 2 above.

Section 5. Duration. The moratorium established in Section 2 above shall be in effect for a period of six (6) months from the effective date of this Ordinance, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 6. Authorization of City Manager. The City Manager is hereby authorized and directed to develop draft regulations regarding medical cannabis collective gardens.

Section 7. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 8. 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 23rd DAY OF JULY, 2012.

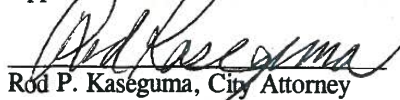
CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Patty Saffin, City Clerk

Approved as to form:


Rod P. Kaseguma, City Attorney

Filed with the ~~Interim~~ City Clerk: July 13, 2012

Passed by the City Council: July 23, 2012

Ordinance No.: 12-0342

Date of Publication: July 26, 2012

Effective Date: August 1, 2012

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0353**

**AN INTERIM ORDINANCE OF THE CITY OF
KENMORE, WASHINGTON EXTENDING FOR SIX
MONTHS THE CITY'S MORATORIUM ON
ESTABLISHMENT OF MEDICAL CANNABIS
COLLECTIVE GARDENS; AMENDING SECTION 5 OF
ORDINANCE NO. 12-0342; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, certain possession or distribution of cannabis (marijuana) is a violation of state law pursuant to Chapter 69.50 RCW (Washington's Uniform Controlled Substances Act) and of federal law pursuant to the Controlled Substances Act; and

WHEREAS, in 1998 the voters of Washington State approved Initiative 692, now codified as Chapter 69.51A RCW, which created a limited defense to marijuana charges under state law (but not federal law) where the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Chapter 69.51A RCW; and

WHEREAS, in 2011, the state legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5073, which makes significant amendments to the state medical cannabis law; and

WHEREAS, the Governor signed the E2SSB 5073, but vetoed several portions, expressing her reservations about provisions that would involve state employees in activities that could be interpreted as a violation of federal laws; and

WHEREAS, E2SSB 5073 became effective on July 22, 2011 and was codified in Chapter 69.51A RCW; and

WHEREAS, Chapter 69.51A RCW probably authorizes medical cannabis collective gardens ("collective gardens") where up to ten qualifying patients may join together to produce, grow and deliver up to 45 cannabis plants for medical use; and

WHEREAS, Chapter 69.51A RCW does not limit the number of collective gardens that may be located at any site and does not restrict the location of collective gardens in relation to other uses; and

WHEREAS, collective gardens are not addressed in the Kenmore Zoning Code; and

WHEREAS, pursuant to RCW 69.51A.140 cities may adopt zoning requirements for collective gardens; and

WHEREAS, unless a zoning moratorium is imposed, collective gardens could be located within the City while the City lacks the necessary tools to ensure the appropriate location of and minimize and mitigate the potential impacts of collective gardens; and

WHEREAS, on July 23, 2012, the City Council passed Ordinance No. 12-0342 (effective August 1, 2012), which (1) established a zoning moratorium that prohibits the filing and acceptance of land use applications for, and the licensing, establishment, maintenance or continuation of, any medical cannabis collective garden, and (2) designated medical cannabis collective gardens as prohibited uses in the City during the moratorium; and

WHEREAS, on September 10, 2012, the City Council held a public hearing on the zoning moratorium established in Ordinance No. 12-0342, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the moratorium, and after considering all the evidence presented at the hearing, the City Council made no changes to the moratorium; and

WHEREAS, since the passage of Ordinance No. 12-0342, Initiative 502 was approved by the voters at the November 2012 election, and the Initiative took effect on December 6, 2012; and

WHEREAS, Initiative 502 legalizes, taxes and regulates the use and possession of specified amounts of cannabis in Washington by persons twenty-one years of age and older; and

WHEREAS, Initiative 502 does not address the medical cannabis rules, but raises continuing questions regarding the role of the federal government in cannabis possession enforcement and the appropriate location and regulation of cannabis producers, processors, and retailers; and

WHEREAS, City staff has obtained information that medical cannabis collective gardens have raised questions of land use compatibility and appropriate siting, and other jurisdictions have identified concerns about location, dispersion, membership controls, security, utility provision, informed consent of property owners, and hours of operation, among other things; and

WHEREAS, recent zoning regulations for medical cannabis collective gardens in the City of Seattle have been challenged in court on the basis that there are alleged constitutional issues concerning license applications, and a superior court recently upheld the City of Kent's prohibition on medical cannabis collective gardens; and

WHEREAS, federal prohibitions on profiting from drug sales raise issues regarding the ability to charge and collect license fees for medical cannabis collective gardens; and

WHEREAS, given the complexity of the relevant issues and the recent developments on this topic, the City needs additional time to carefully and fully consider the appropriate location and regulation of medical cannabis collective gardens in the City, to appropriately mitigate and minimize any impacts of such collective gardens; and

WHEREAS, on January 14, 2013, the City Council held a public hearing on the extension for six months of the zoning moratorium established in Ordinance No. 12-0342, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the extension of the moratorium; and

WHEREAS, the City Council deems it to be in the best interests of the public, and necessary for the protection of the public health, safety, property or peace, to extend for six months the zoning moratorium on collective gardens pending consideration of land use regulations to address collective gardens; and

WHEREAS, after the adoption of a moratorium on development, RCW 35A.63.220 and RCW 36.70A.390 authorize the City renew the moratorium for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior each renewal; now, therefore

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the extension for six months of the moratorium imposed by Ordinance No. 12-0342.

Section 2. Extension of Moratorium. Section 5 of Ordinance No. 12-0342 is amended to read as follows:

Duration. The moratorium established in Section 2 above shall be in effect ~~for a period of six (6) months from the effective date of this Ordinance~~ until August 1, 2013, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
14TH DAY OF JANUARY, 2013.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.:

Date of Publication:

Effective Date:



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Motion to Adopt Ordinance 13-0353 Extending the Moratorium on Medical Cannabis (Marijuana) Collective Gardens Proposed Council Action/Motion: Adopt Ordinance No. 13-0353 to extend the current moratorium on medical cannabis (marijuana) collective gardens for an additional six months.	For Council Meeting Agenda of: 1/14/13 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director</u> To Be Presented By: <u>Debbie Bent, Community Development Director</u> <table border="0"><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td><u>DA 12/26/12</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>R. Larson 1/14/13</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>E-MAL 12/26/12</u></td></tr><tr><td>Approved by City Manager:</td><td><u>Aug 12/26/12</u></td></tr></table> Exhibits/Attachments: 1. Ordinance 13-0353		<u>Initial & Date</u>	Approved by Department Head:	<u>DA 12/26/12</u>	Approved by City Attorney:	<u>R. Larson 1/14/13</u>	Approved by Finance Director:	<u>E-MAL 12/26/12</u>	Approved by City Manager:	<u>Aug 12/26/12</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>DA 12/26/12</u>										
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Approved by Finance Director:	<u>E-MAL 12/26/12</u>										
Approved by City Manager:	<u>Aug 12/26/12</u>										
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0									
<u>INFORMATION/BACKGROUND:</u> On July 23, 2012, the City Council adopted Ordinance 12-0342 (effective August 1, 2012) placing a six-month moratorium on the establishment of medical cannabis collective gardens. This moratorium will expire on February 1, 2013. The moratorium prohibits the filing and acceptance of land use applications for, and the licensing, establishment, maintenance or continuation of, any medical cannabis collective garden. It identifies medical cannabis collective gardens as prohibited uses in the city during the moratorium. The moratorium was adopted to give the city time to carefully and fully consider the appropriate location of and mitigate and minimize the impacts of medical cannabis collective gardens in the city. Staff recommends that the City Council extend the moratorium for an additional six months to allow staff more time to address this issue, particularly in light of the evolving perspectives on marijuana use and operational siting resulting from the passage of Initiative 502, which legalized and regulates possession of cannabis and cannabis products by adults 21 years of age and older. State law requires that the city hold a public hearing on any proposed extension of the moratorium and the public hearing also has been scheduled on the January 14, 2013 agenda. Additional background information on this issue is provided in the agenda bill for the public hearing.											
<u>FISCAL CONSIDERATION:</u> None at this time. Staff time will be required to review the issues surrounding medical cannabis collective gardens and develop a regulatory approach.											

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COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Comprehensive Plan Vision Statement: “We see Kenmore as a community that is attentive to, and seeks to provide for, the health, safety, and welfare of all its citizens.

Land Use Element Policy LU-1.1.2: “Through land use policies and development regulations that are consistent with state and federal laws, limit land uses and activities that may result in harmful secondary effects to the community, such as crime, vandalism, or neighborhood deterioration. Consider spacing requirements, buffers, landscaping, access, signage controls, business license and operating requirements, as well as other mechanisms to control secondary impacts.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 13-0353**

**AN INTERIM ORDINANCE OF THE CITY OF
KENMORE, WASHINGTON EXTENDING FOR SIX
MONTHS THE CITY'S MORATORIUM ON
ESTABLISHMENT OF MEDICAL CANNABIS
COLLECTIVE GARDENS; AMENDING SECTION 5 OF
ORDINANCE NO. 12-0342; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, certain possession or distribution of cannabis (marijuana) is a violation of state law pursuant to Chapter 69.50 RCW (Washington's Uniform Controlled Substances Act) and of federal law pursuant to the Controlled Substances Act; and

WHEREAS, in 1998 the voters of Washington State approved Initiative 692, now codified as Chapter 69.51A RCW, which created a limited defense to marijuana charges under state law (but not federal law) where the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Chapter 69.51A RCW; and

WHEREAS, in 2011, the state legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5073, which makes significant amendments to the state medical cannabis law; and

WHEREAS, the Governor signed the E2SSB 5073, but vetoed several portions, expressing her reservations about provisions that would involve state employees in activities that could be interpreted as a violation of federal laws; and

WHEREAS, E2SSB 5073 became effective on July 22, 2011 and was codified in Chapter 69.51A RCW; and

WHEREAS, Chapter 69.51A RCW probably authorizes medical cannabis collective gardens ("collective gardens") where up to ten qualifying patients may join together to produce, grow and deliver up to 45 cannabis plants for medical use; and

WHEREAS, Chapter 69.51A RCW does not limit the number of collective gardens that may be located at any site and does not restrict the location of collective gardens in relation to other uses; and

WHEREAS, collective gardens are not addressed in the Kenmore Zoning Code; and

WHEREAS, pursuant to RCW 69.51A.140 cities may adopt zoning requirements for collective gardens; and

WHEREAS, unless a zoning moratorium is imposed, collective gardens could be located within the City while the City lacks the necessary tools to ensure the appropriate location of and minimize and mitigate the potential impacts of collective gardens; and

WHEREAS, on July 23, 2012, the City Council passed Ordinance No. 12-0342 (effective August 1, 2012), which (1) established a zoning moratorium that prohibits the filing and acceptance of land use applications for, and the licensing, establishment, maintenance or continuation of, any medical cannabis collective garden, and (2) designated medical cannabis collective gardens as prohibited uses in the City during the moratorium; and

WHEREAS, on September 10, 2012, the City Council held a public hearing on the zoning moratorium established in Ordinance No. 12-0342, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the moratorium, and after considering all the evidence presented at the hearing, the City Council made no changes to the moratorium; and

WHEREAS, since the passage of Ordinance No. 12-0342, Initiative 502 was approved by the voters at the November 2012 election, and the Initiative took effect on December 6, 2012; and

WHEREAS, Initiative 502 legalizes, taxes and regulates the use and possession of specified amounts of cannabis in Washington by persons twenty-one years of age and older; and

WHEREAS, Initiative 502 does not address the medical cannabis rules, but raises continuing questions regarding the role of the federal government in cannabis possession enforcement and the appropriate location and regulation of cannabis producers, processors, and retailers; and

WHEREAS, City staff has obtained information that medical cannabis collective gardens have raised questions of land use compatibility and appropriate siting, and other jurisdictions have identified concerns about location, dispersion, membership controls, security, utility provision, informed consent of property owners, and hours of operation, among other things; and

WHEREAS, recent zoning regulations for medical cannabis collective gardens in the City of Seattle have been challenged in court on the basis that there are alleged constitutional issues concerning license applications, and a superior court recently upheld the City of Kent's prohibition on medical cannabis collective gardens; and

WHEREAS, federal prohibitions on profiting from drug sales raise issues regarding the ability to charge and collect license fees for medical cannabis collective gardens; and

WHEREAS, given the complexity of the relevant issues and the recent developments on this topic, the City needs additional time to carefully and fully consider the appropriate location and regulation of medical cannabis collective gardens in the City, to appropriately mitigate and minimize any impacts of such collective gardens; and

WHEREAS, on January 14, 2013, the City Council held a public hearing on the extension for six months of the zoning moratorium established in Ordinance No. 12-0342, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the extension of the moratorium; and

WHEREAS, the City Council deems it to be in the best interests of the public, and necessary for the protection of the public health, safety, property or peace, to extend for six months the zoning moratorium on collective gardens pending consideration of land use regulations to address collective gardens; and

WHEREAS, after the adoption of a moratorium on development, RCW 35A.63.220 and RCW 36.70A.390 authorize the City renew the moratorium for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior each renewal; now, therefore

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the extension for six months of the moratorium imposed by Ordinance No. 12-0342.

Section 2. Extension of Moratorium. Section 5 of Ordinance No. 12-0342 is amended to read as follows:

Duration. The moratorium established in Section 2 above shall be in effect for a period of six (6) months from the effective date of this Ordinance until August 1, 2013, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
14TH DAY OF JANUARY, 2013.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.:

Date of Publication:

Effective Date:



Business of the City Council City of Kenmore, WA

Subject/Topic: 2013 Annual Docket for the Planning Commission		For Council Meeting Agenda of: 1/14/13									
		Department: Community Development									
		Prepared by: Debbie Bent, Director									
Proposed Council Action/Motion: Council authorization of the Planning Commission's 2013 docket.		<table border="0"> <tr> <td>Approved by Department Head:</td> <td><u>DB</u> <u>12/18/12</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td><u>DBK</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td><u>DBK</u> <u>12/20/12</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td><u>DBK</u></td> </tr> </table>		Approved by Department Head:	<u>DB</u> <u>12/18/12</u>	Approved by City Attorney:	<u>DBK</u>	Approved by Finance Director:	<u>DBK</u> <u>12/20/12</u>	Approved by City Manager:	<u>DBK</u>
Approved by Department Head:	<u>DB</u> <u>12/18/12</u>										
Approved by City Attorney:	<u>DBK</u>										
Approved by Finance Director:	<u>DBK</u> <u>12/20/12</u>										
Approved by City Manager:	<u>DBK</u>										
		Exhibits/Attachments: 1. Staff Memo dated 12/18/12									
Expenditure Required \$0	Amount Budgeted \$70,000 for implementation of the comprehensive plan and downtown plan	Appropriation Required \$0									
<p>INFORMATION/BACKGROUND: At the January 14, 2013 City Council meeting, staff will review pending items on the 2013 docket and present the staff recommendation for the docket. The most significant projects recommended for the 2013 docket are the Commercial Zoning Project and an updated Comprehensive Plan Parks, Recreation and Open Space Element, completed in conjunction with the Parks, Recreation and Open Space (PROS) plan. A placeholder is recommended on the docket for addressing locations for marijuana operations in the city, if necessary.</p> <p>The annual docket review process, outlined in Chapter 19.20 of the KMC, determines which amendments to the City's Comprehensive Plan and related development regulations will be forwarded to the Planning Commission for their review and recommendation during the year. Private applicants have the opportunity to submit docket requests, and two holdover private requests from prior years are included for Council consideration. No private requests were submitted during the open application period in 2012.</p> <p>Attached is a staff memo discussing the 2013 docket, reviewing proposed projects against the docket criteria from the Municipal Code, and recommending docket projects for Council consideration.</p>											
<p>FISCAL CONSIDERATION: The need for consultant technical expertise related to the 2013 docket items has not been determined but \$70,000 is budgeted in the 2013-2014 biennial budget for implementation of the downtown plan and comprehensive plan. The intent is that staff will complete the majority of the work related to the 2013 docket.</p>											
<p>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</p> <p>Goal 2. To implement the Economic Development Plan. Goal 5. To pursue downtown development. Goal 6. To implement a Parks Improvement and Financial Plan. Goal 8. To move the City council's inter-connectivity vision forward. Goal 12. To continue to seek opportunities to complete a successful Lake Pointe development.</p>											



The City of Kenmore

18120 68TH AVENUE NE PO Box 82607
KENMORE, WASHINGTON 98028

MEMO

TO: Rob Karlinsey, City Manager

FROM: Debbie Bent, Community Development Director
Lauri Anderson, Senior Planner *LWA*

DATE: December 18, 2012

SUBJECT: 2013 Annual Docket

Background

At the January 14, 2013 City Council meeting, staff will review the proposed 2013 annual docket for Council action. The annual docket review process, outlined in Chapter 19.20 of the KMC, determines which amendments to the City's Comprehensive Plan and related development regulations will be forwarded to the Planning Commission for their review and recommendation during the year. Private applicants have the opportunity to submit requests for amendments during an open docket application period, which, for 2013, occurred in November of 2012. The City received no requests for private docket amendments during this period, which ended on December 3, 2012.

Three items on the Community Development Department's 2013/2014 work program would require consideration as part of the 2013 docket. Those items are: the Commercial Zoning Project, an updated Parks, Recreation and Open Space Element (completed in tandem with the Parks, Recreation and Open Space or PROS plan), and possible policies/regulations related to siting marijuana operations. There are five open docket requests from prior years, including two private requests—Greene (2008 and 2009) and Wiese (2008). An additional open docket request (Mendrey, 2010) has been withdrawn by the applicant.

Threshold criteria for inclusion on the annual docket are established in KMC19.20.080. The criteria are:

1. The City has the resources, including staff and budget, necessary to review the proposal; and
2. It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made; and
3. The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or
4. All of the following:

- a. The proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan; and
- b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review of plan amendment process.

KMC 19.20.060.D.3 states that the City Council's options for each docket request are as follows:

- Accept application for review by the planning commission in the current amendment cycle;
- Recommend delay of the amendment to the next amendment cycle; or
- Denial of the amendment request based upon criteria set for in KMC 19.20.080 or other findings of fact.

Staff Recommendations

Attachment 1 provides a list of the eight docket items under consideration, along with the source of the proposal and the abbreviated staff recommendation. Attachment 2 provides a more detailed analysis of each docket request, using the docket criteria and information provided on the application materials (for the holdover private requests).

Staff is recommending that all of the possible docket items be assigned to the Planning Commission for 2013, although the scope of some requests would be limited:

1. Commercial Zoning Project. This project, focused on the Regional Business (RB) zone, would address the vision for the area, appropriate land uses, development standards, geographic boundaries, and relationship to the transportation network. As recommended, this project would include docket items 2 through 6:
 2. Transit Oriented District (TOD)
 3. Limited review of height regulations in the RB zone
 4. Limited review of view regulations in the RB zone
 5. Limited review of Greene private request in the RB zone
 6. Limited review of the Wiese private request in the RB zone

The TOD is the only one of these items incorporated into the Commercial Zoning Project that would not be limited in scope to the Regional Business zone.

7. Parks, Recreation and Open Space Element Update
8. Locations for marijuana operations, including medical marijuana collective gardens and locations for marijuana producers, processors and retailers. This item is recommended for the docket as a placeholder, assuming that new regulations with supporting policies may be the result of the city's ongoing review of this issue.

Docket Schedule

Once the City Council sets the 2013 annual docket work program, the Planning Commission would spend the next several months reviewing and discussing proposed docket amendments. It is anticipated that a recommendation on the Parks, Recreation and Open Space Element update would be provided to the City Council by the end of the year, in tandem with the Parks, Recreation and Open Space (PROS) plan which must be completed by early 2014. The Commercial Zoning Project, on the other hand, will likely not be before Council for consideration until 2014. If necessary, policies and/or regulations related to marijuana siting operations would come before Council later this year.

Attachments

Attachment 1: Staff Recommendations for 2013 Docket
Attachment 2: Analysis of Proposed Docket Items (2013)

Attachment 1

Staff Recommendations for 2013 Docket

	2013 Docket Item	Source	Recommendation	Analysis Summary (see Attachment 3)
1.	Commercial Zoning Project	City-initiated	Add to 2013 docket	Meets criteria. On the Community Development Department's work program for 2013/2014.
2.	Transit Oriented District (TOD)	City-initiated. Final action postponed until RB zone reviewed.	Add to 2013 Docket as part of Commercial Zoning Project	Meets criteria and is an important part of the Commercial Zoning Project.
3.	City-wide Height Review	Planning Commission. Previously deferred.	Add limited review to 2013 docket as part of Commercial Zoning Project	Meets most criteria; however, the City does not presently have resources or staff to fully complete project. A limited review could occur as part of the Commercial Zoning Project.
4.	View Policies and View Controls	Downtown Task Force. Previously deferred.	Add limited review to 2013 docket as part of Commercial Zoning Project	Meets most criteria; however, the City does not presently have resources or staff to fully complete project. A limited review could occur as part of the Commercial Zoning Project.
5.	Greene 2008 and 2009 (identify and protect view corridors through building height requirements)	Private. Previously deferred.	Add limited review to 2013 docket as part of Commercial Zoning Project	Meets most criteria; however, the City does not presently have resources or staff to fully complete project. A limited review could occur as part of the Commercial Zoning Project.
6.	Wiese 2008 (preserve views to Lake Washington throughout the city)	Private. Previously deferred.	Add limited review to 2013 docket as part of Commercial Zoning Project	Meets most criteria; however, the City does not presently have resources or staff to fully complete project. A limited review could occur as part of the Commercial Zoning Project.
7.	Parks, Recreation and Open Space Element update	City-initiated	Add to 2013 docket	Meets criteria. On the Community Development Department's work program for 2013/2014. Should be done in conjunction with Parks, Recreation and Open Space (PROS) plan that must be completed by early 2014.
8.	Locations for Marijuana Operations	City-initiated	Add placeholder to 2013 docket	Meets criteria. May need to be addressed as part of the Community Development Department's work program for 2013/2014.

Analysis of Proposed Docket Items (2013)

1. **Commercial Zoning Project:** The Commercial Zoning Project would comprehensively review the Regional Business (RB) zone and its relationship to other commercial zones, including a review of the Comprehensive Plan vision; review of uses—including allowed, prohibited, nonconforming and existing legal uses; review of P-suffix conditions, density and other development regulations; review of geographic boundaries for the RB and nearby zones; and review of the relationship to the transportation network.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

The Commercial Zoning Project is on the Community Development Department's work program for 2013/2014. The project would be staffed in-house and a limited budget is available for technical expertise, if necessary.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

The Regional Business zone has been in place since incorporation (1998) and is a holdover zone from King County.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by considering the proposal in the current year, rather than delaying consideration. The Regional Business zone is key to economic development in Kenmore (a major City Council goal for 2012/2013) and the project would lay the foundation for the required 2015 Comprehensive Plan update.

2. **Transit Oriented District (TOD):** In 2009 and 2010, the Downtown Task Force developed a recommendation for a TOD in Kenmore. The area identified by the Task Force included areas zoned Regional Business and Downtown Commercial on the east side of 68th Avenue NE. The City Council held a public hearing on the recommendation on September 27, 2010 and then tabled the discussion until a comprehensive review of the RB zoning could be completed.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

The Transit Oriented District discussion would be part of the Commercial Zoning Project that is on the Community Development Department's work program for 2013. The project would be staffed in-house and a limited budget is available for technical expertise, if necessary.

Attachment 2

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

Decisions on the Transit Oriented District were never finalized. Adding this item to the docket would complete the project begun in 2009.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by considering the proposal in the current year, rather than delaying consideration. Interest in finalizing the Transit Oriented District continues and the TOD is a natural part of the Commercial Zoning Project slated to begin in 2013.

3. **City-wide Height Review:** The city-wide height review as proposed by the Planning Commission would address allowable heights throughout the city.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

Reviewing allowable building heights throughout the city would be a significant project for which the city presently does not have the resources. A more limited review of allowable building heights in the RB zone, as part of the Commercial Zoning Project, would be manageable.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

A city-wide height review has never been conducted, although height issues in the Community Business (CB) zone were addressed in 2008/2009 and heights in the city's shoreline area were extensively discussed during the Shoreline Master Program update in 2010/2011.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by considering a limited review of the proposal for the RB zone in the current year, rather than delaying consideration. The development standards for the RB zone will be considered as part of the Commercial Zoning Project.

4. **View Policies and View Control:** The city-wide review of view policies and view control as proposed by the Downtown Task Force would address view issues throughout the city, similar to the Greene and Wiese private requests discussed below.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

Attachment 2

A limited review of view corridors and height regulations could be incorporated into the Commercial Zoning Project—focused on the Regional Business (RB) zone. Extending view analyses to the entire community could not be managed within existing staff and budget constraints.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

The City Council in 2008 amended the zoning along NE 181st Street to limit maximum height to 35' to address view concerns. This amendment did not address view considerations for the RB zone along SR-522, directly to the south of NE 181st Street, or in other zoning districts.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by a limited consideration of the proposal in the current year as part of the Commercial Zoning Project's review of RB zoning. The RB zone extends in a band along SR-522 and lies between Lake Washington, the Sammamish River and uphill communities. Development standards in the RB zone could impact public and private views, but a discussion of whether both public and private views should be protected, and how development constraints in the RB zone might impact economic development is warranted.

Staff did some initial research on view protection policies and regulations for jurisdictions around Lake Washington. Preliminary research of Lake Forest Park, Kirkland, Renton, and Seattle identified public view protection regulations in Seattle and Lake Forest Park, with private view protection in the waterfront zones in Kirkland and as a decisional criterion for Master Plan and Site Plan Review in Renton. Bellevue and Mercer Island didn't appear to have private or public view regulations for Lake Washington. All jurisdictions must address views within the 200' shoreline jurisdiction per State requirements.

The city's Comprehensive Plan presently addresses public view corridors (PR-2 and PR-3 of the Parks Element), however there are no goals or policies related to protection of private views.

A broader, more comprehensive, citywide review of private view protection would be a separate major work effort for which staff and budget resources are not available.

5. **Greene 2008 and 2009:** The 2008 Greene application requested a Comprehensive Plan amendment to retain existing view corridors to Lake Washington for residential neighborhoods that border NE 181st Street, such as Northlake and Uplake. This proposal included both public and private views.

The 2009 Greene application sought amendment to Comprehensive Plan Policies P-39.5.1 and P-39.5.2 and amendments to the development regulations to identify and protect historical community view corridors, and to amend development regulations to ensure future protection of identified community view corridors through specified maximum building height requirements.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

Attachment 2

A limited review of view corridors and height regulations could be incorporated into the Commercial Zoning Project—focused on the Regional Business (RB) zone. Extending view analyses and height review to the entire community could not be managed within existing staff and budget constraints.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

The City Council in 2008 amended the zoning along NE 181st Street to limit maximum height to 35' in response to view concerns expressed by residents of nearby neighborhoods. This amendment did not address height in the RB zone along SR-522, directly to the south of NE 181st Street, or in other zoning districts.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by a limited consideration of the proposal in the current year as part of the Commercial Zoning Project's review of RB zoning. The RB zone extends in a band along SR-522 and lies between Lake Washington, the Sammamish River and uphill communities. Allowable heights in the RB zone could impact views, but a discussion of whether both public and private views should be protected, and how height restrictions in the RB zone might impact economic development, is warranted.

Staff did some initial research on view protection policies and regulations for jurisdictions around Lake Washington. Preliminary research of Lake Forest Park, Kirkland, Renton, and Seattle identified public view protection regulations in Seattle and Lake Forest Park, with private view protection in the waterfront zones in Kirkland and as a decisional criterion for Master Plan and Site Plan Review in Renton. Bellevue and Mercer Island didn't appear to have private or public view regulations for Lake Washington. All jurisdictions must address views within the 200' shoreline jurisdiction per State requirements.

The city's Comprehensive Plan presently addresses public view corridors (PR-2 and PR-3 of the Parks Element), however there are no goals or policies related to protection of private views.

A broader, more comprehensive, citywide review of private view protection would be a separate major work effort for which staff and budget resources are not available.

6. **Wiese 2008:** The Wiese application requested a comprehensive view plan (implying citywide review) and identification and preservation of views to Lake Washington from the Uplake neighborhood. This proposal would include both public and private views, as well as an assessment of current zoning and height limits within the area to assess how permitted heights would affect private and public views. This application is similar to the Greene amendment requests.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

Attachment 2

A limited review of view corridors and height regulations could be incorporated into the Commercial Zoning Project—focused on the Regional Business (RB) zone. Extending view analyses and height review to the entire community could not be managed within existing staff and budget constraints.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

The City Council in 2008 amended the zoning along NE 181st Street to limit maximum height to 35' in response to view concerns expressed by residents of nearby neighborhoods. This amendment did not address height in the RB zone along SR-522, directly to the south of NE 181st Street or in other zoning districts.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by considering the proposal in the current year in a limited way as part of the consideration of heights in the Commercial Zoning Project. (See response to criteria under the Greene requests, above.)

7. Parks, Recreation and Open Space Element update: The Parks, Recreation and Open Space Element update is a companion to the Parks, Recreation and Open Space (PROS) plan update targeted for 2013. This update would ensure that the goals and policies in the Comprehensive Plan are coordinated with the policy directions outlined in the PROS plan.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

The 2013/2014 biennial budget includes funds for a Parks Project Manager. One of the tasks identified for this position is to update the PROS plan and recommend amendments to the Parks, Recreation and Open Space Element, as necessary.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

The Parks, Recreation and Open Space Element last was updated in 2007.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

The public interest would best be served by considering the proposal in the current year, rather than delaying consideration. Completion of the PROS plan by the end of 2013 is critical to the city's ability to apply for some grant funding from the State Recreation and Conservation Office. It is important to maintain consistency between the PROS plan and the Comprehensive Plan as both documents guide parks planning.

8. **Locations for Marijuana Operations:** The City currently has a moratorium on medical marijuana collective gardens, put in place on August 1, 2012. Initiative 502, passed in November 2012, legalized possession of marijuana for those 21 years old and older and requires establishment of a licensing program through the Washington State Liquor Control Board by December 1, 2013 for marijuana producers, processors and retailers. Both of these marijuana-related actions may require the city to develop Comprehensive Plan policies and/or regulations related to locations for marijuana operations.

Threshold Criteria Analysis:

- *The city has the resources, including staff and budget, necessary to review the proposal.*

If necessary, the Community Development Department's work program for 2013 could be adjusted to incorporate siting standards for marijuana operations. This would delay completion of the Commercial Zoning Project.

- *It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made.*

Discussion of appropriate locations for marijuana operations has not previously been before the Council.

- *The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or the proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan and the public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.*

If necessary, the public interest would best be served by considering the proposal in the current year, rather than delaying consideration. The moratorium cannot continue indefinitely and the City may want to be ready to address siting concerns as the Liquor Control Board prepares for licensing.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: 2013-2014 Human Services Funding	For Council Meeting Agenda of: 14 January 2013 Department: Executive Prepared by: Leslie Harris <i>LH</i> Approved by Department Head: <u>NKO 4 Jan 2013</u> Approved by City Attorney: Approved by Finance Director: <u>Jmg 1/4/13</u> Approved by City Manager: <u>POK</u> Exhibits/Attachments: Funding Recommendation Staff Memo and Spreadsheets from November 5, 2012
Expenditure Required \$202,300 in 2013 Amount Budgeted \$404,601 in 2013-2014 Biennial Budget Appropriation Required \$202,300 in 2013	
<u>INFORMATION/BACKGROUND:</u> The City appreciates the important contributions human service agencies provide to improve lives and make a positive difference for the greater community. On November 26, City Council provided direction to increase the proposed human services budget for 2013-2014 from \$279,601 (\$159,332/\$120,269) to \$404,601 (\$202,600/\$202,601). The City Manager's Office primarily evaluated the human services applications based on programs that directly serve the most Kenmore residents, provide basic emergency services to Kenmore residents, and are in proximity to Kenmore. Other evaluation criteria included: provide appropriate solutions to an identified need in the area; promote self sufficiency and independent living; provide services which are accessible to the elderly, physically and developmentally disabled, teens, and low-income residents; provide services benefiting low- and moderate-income residents; demonstrate established process for generating alternative sources of funding or services; does not duplicate service delivery; and ability to provide annual year-end evaluation of program funded by Kenmore. The attached spreadsheet outlines staff recommendation to fund 24 programs within the budgeted amount of \$202,300 for 2013. The recommendation includes funding Kenmore Elementary PTA, Kenmore Senior Center and Northshore Senior Center at the requested level. The City received 44 applications requesting a total amount of \$344,813.	
<u>FISCAL CONSIDERATION:</u> The 2013-2014 Budget allocates \$404,601 for human services funding.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Invest in adopted goals for economic development, infrastructure and parks development	

CITY OF KENMORE 2013 HUMAN SERVICES PROGRAM FUNDING RECOMMENDATION								
Agency	Program	2013 Agency Total Budget Projected	Kenmore Requested 2013	2013 Funding Recommendation	Kenmore Award 2012	Residents Served 2011	City	Program Description
Center for Human Services	CHS Clinical Programs	\$4,009,250	\$28,050	\$5,000	\$0	N/A	Shoreline	"Clinical Programs include our Family Counseling (Mental Health) and Substance Abuse programs. Funding is being requested for our counseling services (in-person therapeutic sessions) and a variety of other services that we'll call "Youth Services", specifically case management, educational presentations, and Wraparound services. "
Center for Human Services	Family Support Centers	\$4,009,250	\$35,000	\$20,000	\$30,409	187	Shoreline	CHS is seeking funding for the services we provide through our Family Centers (both on-site and off-site). While our Family Centers provide many different activities and programs that enrich the lives of residents, specifically we are requesting funding for our Early Learning Program (Play and Learn Groups), our Youth Programs (Afterschool, Summer Enrichment, and Leadership Activities), and for the basic service of providing Information and Referrals.
Child Care Resources	Homeless Child Care Program	\$4,815,363	\$2,671	\$2,000	\$0	N/A	Seattle	The CCR Homeless Child Care Program helps homeless families gain stability by: helping them choose child care that meets their needs, including nighttime, weekend and part-time care; paying for care temporarily and helping them access resources to pay for permanent care; paying for transportation to care; referring families to other social services (housing, etc.) and advocating for them. We also coordinate with and support child care and other providers who serve these families.
Children's Response Center	Children's Response Center	\$975,460	\$2,887	\$2,000	\$2,887	13	Bellevue	Children's Response Center, a program of Harborview Medical Center, provides services and support for children and youth under the age of 18 who have experienced sexual assault or other traumatic events. Services are also available for non-offending family members and children and youth who display sexual behavior problems. These services include therapy, advocacy services, crisis intervention, information and referral, and outreach and community awareness.
Crisis Clinic Crisis Line	24-Hour Crisis Line	\$3,939,231	\$5,500	\$4,200	\$5,293	251	Seattle	The 24-Hour Crisis Line provides a free and confidential telephone crisis intervention and support service to anyone in emotional crisis or needing help. We provide empathetic listening and supportive problem-solving, helping callers to see their problems as manageable. We also provide referrals to a wide range of community services. Our Crisis Supervisors provide mental health consultation to other community professionals and make linkages to emergency services.
Crisis Clinic King County 211	King County 211	\$3,939,231	\$5,000	\$3,600	\$4,619	386	Seattle	King County 211 provides people with information and referrals to services that can help them regain or maintain their financial stability and lead a productive life. We do more than just give out a list of agencies; we explain how the social system works and provide information and referrals to the agencies that are relevant to the callers needs. We coach callers on how to present their situation when they call an agency and problem-solve with them when there are no services available.
Crisis Clinic Teen Link	Teen Link	\$3,939,231	\$3,500	\$2,000	\$3,176	11	Seattle	Teen Link operates a confidential and anonymous help line answered by teens for teens. Teen Link also conducts youth suicide prevention training in schools and in youth organizations. Teen Link empowers youth to make healthy, self-respecting decisions about their lives, supporting their development as fully actualized and productive adults.
Eastside Domestic Violence	Community Advocacy Program	\$2,900,000	\$7,991	\$5,000	\$7,610	16	Bellevue	The Community Advocacy Program (CAP) provides a variety of direct services designed to address the immediate needs of survivors of domestic violence and their children and community outreach and education to engage the community to understand and work to end domestic violence. The CAP services include 24 hour crisis line; support group, legal advocacy, advocacy based counseling, support and assistance in accessing community resources, and advocacy and support for youth and children.

CITY OF KENMORE 2013 HUMAN SERVICES PROGRAM FUNDING RECOMMENDATION								
Agency	Program	2013 Agency Total Budget Projected	Kenmore Requested 2013	2013 Funding Recommendation	Kenmore Award 2012	Residents Served 2011	City	Program Description
Friends of Youth	Homeless Youth Services	\$9,675,000	\$4,609	\$3,600	\$4,609	2	Redmond	Friends of Youth's Homeless Youth Services programs help homeless youth and young adults throughout east and north King County and south Snohomish County access shelter and transition into permanent housing. Our Youth Haven programs, located in Kenmore and Bellevue, offer emergency shelter to runaway and homeless youth under age 18, and our New Ground transitional living programs located in Kirkland and Bothell provide supportive housing for homeless young adults and young mothers, ages 18 - 21.
HealthPoint	Primary Dental Care	\$51,929,231	\$15,000	\$8,000	\$12,243	21	Renton	Our Primary Dental Care program delivers ongoing comprehensive dental services to adults and children in diverse communities throughout suburban King County. Services include preventive, restorative, urgent, and emergent oral health care. Patients without insurance are eligible for discounted fees based on their income and are asked to pay what they can of that fee. No one is turned away due to inability to pay.
HealthPointMedical	Primary Medical Care	\$51,929,231	\$25,000	\$19,000	\$21,101	97	Renton	HealthPoint's Primary Medical Care program offers medical services for preventive, urgent, acute and chronic health conditions. Patients receive medical treatment, health education, substance abuse cessation, health screenings, behavioral health services, acupuncture, naturopathic medicine, nutrition counseling, pharmacy services that dispense medication and provide education and medication management, and care coordination to support social service and resource needs.
HERO House	HERO House	\$437,500	\$1,500	\$1,400	\$1,492	1	Bellevue	HERO House provides a full continuum of evidence based psychiatric rehabilitation services to East Puget Sound residents. HERO House services aim to prevent crisis through decreased isolation, work-mediated relationships, advocacy and meaningful work opportunities. We restore the Hope, Empowerment, Relationships and Opportunities that people living with mental illness deserve. Our services are offered on a lifetime basis and are free to the individual member.
Hopelink	Adult Education	\$54,107,913	\$8,000	\$5,000	\$7,313	23	Redmond	Hopelink's Adult Education Department provides basic skills training to residents of north and east King County, 16 years and older in 3 areas: GED preparation; Adult Basic Education (ABE) tutoring/classes in reading, writing and math; and ESL classes which may include computerized learning, workplace literacy competency and citizenship prep. Focus is on individual literacy development, transition to higher education and life outcomes, such as obtaining or maintaining living wage employment.
Hopelink	Hopelink Food Program	\$54,107,913	\$19,115	\$19,000	\$2,425	337	Redmond	Hopelink provides food assistance to address our community's hunger needs with 2 programs: Emergency Feeding Services (EFS) and Food Banks. EFS provides immediate, short-term food assistance for individuals (no eligibility requirements) to address a crisis situation that ensures no one goes hungry. Hopelink's food banks provide bimonthly food assistance to low-income households to mitigate hunger and support basic food security. Services are provided at 5 Centers located in N & E King County.
Hopelink	Hopelink - Emergency Services (Financial Assistance)	\$54,107,913	\$16,689	\$16,000	\$33,377	1034	Redmond	This year's Emergency Services Application reflects the changes made in Hopelink's Assistance programs. This application addresses the emergency financial needs of families in crisis for eviction prevention, motel vouchers, utilities help, and medical prescriptions and other needs. Food Bank services are now included in the Food Program application.
Hopelink	Hopelink Housing	\$54,107,913	\$6,000	\$5,750	\$5,750	16	Redmond	Hopelink's Kenmore and Avondale Shelters have 17 emergency shelter units which provide case management for homeless families helping them meet their basic needs and achieve greater housing stability. Hopelink's Transitional Housing consists of 86 units of housing paired with case management. Using a strengths based model, case managers work with each family to assist them in identifying realistic goals, action steps, and strategies to achieve permanent housing and greater self-sufficiency.
Kenmore Elementary PTA	Kenmore Elementary PTA Social Service Crisis Support	\$54,000	\$6,000	\$6,000	\$5,774	324	Kenmore	Our goal is that all children have their basic needs met so they can come to school ready to learn. Demographics show an increasing need for limited resources. We first assist families in applying for existing social service programs, but there are gaps in funding from the local service agencies. When a crisis situation arises for a Kenmore Elementary family, we assist as necessary for items such as food, school supplies, clothing, gas cards, medical costs, glasses, and counseling.

CITY OF KENMORE 2013 HUMAN SERVICES PROGRAM FUNDING RECOMMENDATION								
Agency	Program	2013 Agency Total Budget Projected	Kenmore Requested 2013	2013 Funding Recommendation	Kenmore Award 2012	Residents Served 2011	City	Program Description
Kenmore Senior Center	Kenmore Senior Center	\$3,285,000	\$22,000	\$22,000	\$21,171	1380	Bothell	KSC is committed to serving the full spectrum of seniors, from the healthy, active senior who wants to use a lifetime of skills and experience to make a difference in our community through volunteering to the frail elder who requires assistance meeting the needs of daily life. For the active senior adult, there are educational classes, trips, and physical activity choices. For older adults with life transitions and lifestyle changes, there are support groups and health behavior change program.
King County Sexual Assault Resource Center	Comprehensive Sexual Assault Services	\$3,956,336	\$4,222	\$3,000	\$4,099	21	Renton	Funding will support: 1) CORE SERVICES (provided in English & Spanish) for child, youth, and adult victims of sexual violence and their families. Services help victims navigate the criminal justice system (and hold offenders accountable), access needed services, and (for family members) gain skills to protect and support their children or other loved ones who have been victimized. 2) PREVENTION EFFORTS that develop skills in targeted communities to address and reduce causes of sexual violence.
Northshore Senior Center	Northshore Transportation	\$3,285,000	\$6,600	\$6,600	\$1,925	185	Bothell	NSC Transportation (NSCT) provides safe, courteous, comfortable and responsive service to residents in Bothell, Kenmore, Kirkland, Woodinville and the surrounding communities in north King & south Snohomish Counties, filling gaps in the existing transportation network. Our service provides essential and ADA accessible mobility that prevents isolation and promotes independence for individuals. We enable access to health care appointments, civic and social activities, and to our Adult Day Center.
Northshore YMCA, a branch of the YMCA of Greater Seattle	Northshore YMCA School Age Child Care	\$7,314,666	\$7,000	\$6,500	\$6,828	214	Bothell	The Y believes a quality before and after school child care program should provide enriching experiences which facilitate a child's cognitive, social, physical, and emotional growth. The Y feels connecting with families in a meaningful, life-changing way is our social responsibility. Our hours of operation are 6:30am until school begins and from the time school is dismissed until 6:00pm. We strive to be a partner to parents and guardians as we care for their children.
Northshore Youth and Family Services	Mental Health and Substance Abuse	\$1,170,000	\$30,000	\$25,000	\$28,869	590	Bothell	Funding is being requested for subsidizing City residents in all our Youth and Family Counseling Services including: 1) individual and family mental health counseling, 2) drugs/alcohol assessments and treatment, 3) parenting skills groups, 4) drugs/alcohol awareness groups for youth and parents, 5) Juvenile Intervention Program services, and 6) youth crisis/suicide risk prevention and intervention services. City funds will provide needed counseling services to low income youth and families.
Senior Services	Senior Services - Meals on Wheels	\$16,288,118	\$2,745	\$2,650	\$2,666	18	Seattle	Meals on Wheels provides home-delivered meals and liquid supplements to homebound elders in King County. Through partnerships with 23 satellite sites, and a network of over 250 volunteers, we distribute more than 375,000 meals per year to food insecure and hungry seniors. Along with distributing healthy food, delivery drivers are often the first people to notice a decline in the health of clients and are trained to connect them to the array of services accessible through Senior Services.
Wonderland Developmental Center	Early Intervention	\$1,100,000	\$12,000	\$9,000	\$11,066	55	Shoreline	We offers infants and toddlers with developmental disabilities and their families services to nurture development and strengthen families:1) early intervention (speech/language/occupational therapies, special education); 2) parent/caregiver coaching/education; 3) family support; 4) family resource coordination; 5) mental health services; 6) playgroups; 7) summer camps for ages 3-5. Diagnoses including autism spectrum disorder, Fragile X, Down Syndrome, cerebral palsy, and Fetal Alcohol Syndrome.
	TOTALS	\$395,382,750	\$277,079	\$202,300	\$224,702	5182		



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Discussion: 2013-2014 Budget Proposal for Human Services	For Council Meeting Agenda of: 5 November 2012 Department: Executive Prepared by: Leslie Harris/Nancy Ousley Approved by Department Head: <u>NKO 26 Oct 2012</u> Approved by City Attorney: _____ Approved by Finance Director: <u>James 10/24/12</u> Approved by City Manager: <u>POK</u>	
Proposed Council Action/Motion: Discussion and Direction	Exhibits/Attachments: Staff Memo	
Expenditure Required \$ TBD	Amount Budgeted \$	Appropriation Required \$
<u>INFORMATION/BACKGROUND:</u> The Preliminary Budget for 2013-2014 proposes a reduction in the General Fund expenditures for Human Services contracts in order to bring the City of Kenmore to a level of investment that is closer to that of comparable cities. The budget level has been determined by a formula of 3% of an average of the past two years' General Fund normalized revenues. The 2011-2012 Budget devoted a total of \$567,106 (\$289,00/\$278,106) for Human Services contracts. The Preliminary Budget proposes an investment of \$279,601 (\$159,332/\$120,269) for the 2013-2014 Biennium. The City has notified the 34 programs that are funded in the current biennium of the proposal. The staff memo discusses options for the Council's consideration.		
<u>FISCAL CONSIDERATION:</u> While the Human Services contract programs provide valuable services to Kenmore residents, the current level of investment far exceeds that of comparable cities in the area, both on a per capita or per \$1000 of Assessed Valuation basis. The Administration is also examining efficiencies in contract administration.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Invest in adopted goals for economic development, infrastructure and parks development		



City Of Kenmore, Washington

Memorandum

To: Rob Karlinsey, City Manager

From: Nancy Ousley, Assistant City Manager *N/O*

Date: October 26, 2012

Subject: Human Services Funding

The Council will discuss funding for Human Services programs on November 5, 2012. Since the release of the Preliminary Budget, the City Manager has had the opportunity to review the issue with Councilmembers, and this memo provides additional considerations as the Council continues to examine options.

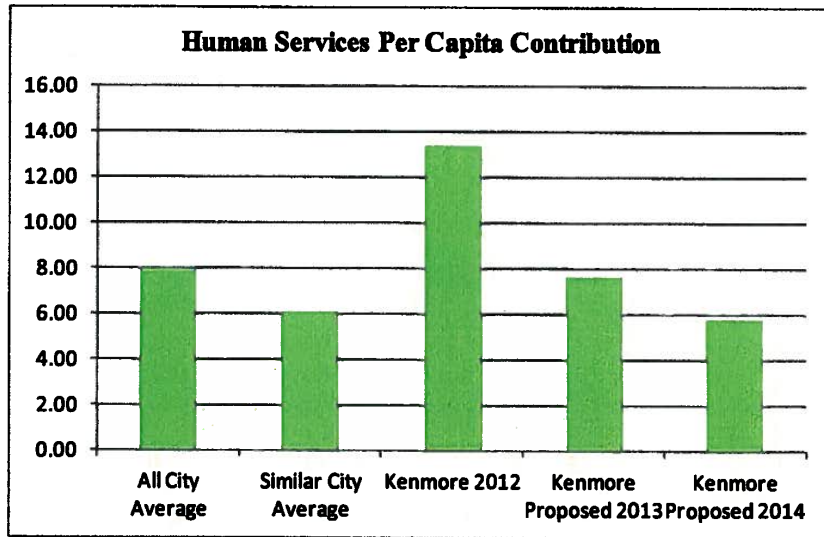
Background:

The section from the City Manager's Budget Letter follows:

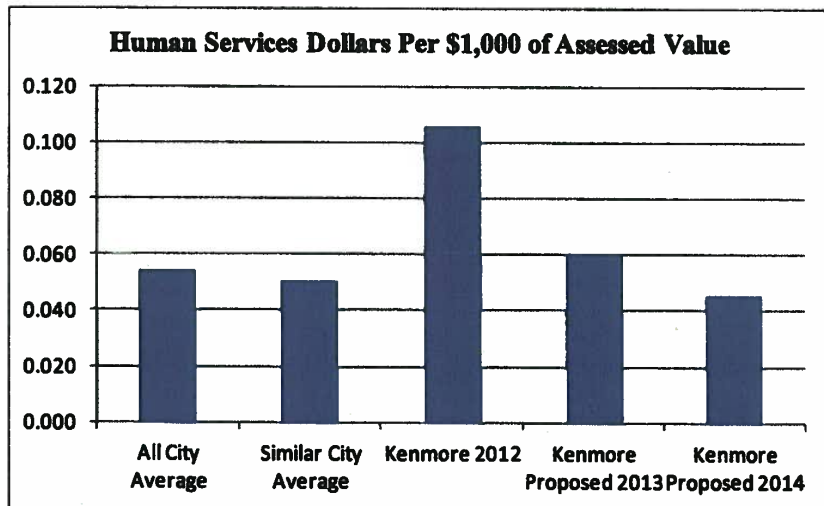
Human Services Funding. We evaluated various programs across our budgets, one of which is the City's human services program. In 2012, approximately \$278,000 is budgeted for the City to contribute to human services organizations. All of these organizations provide important services to the less fortunate, youth, and senior citizens. We are pleased to have these organizations serving our citizens, and we know they make a positive difference in our City.

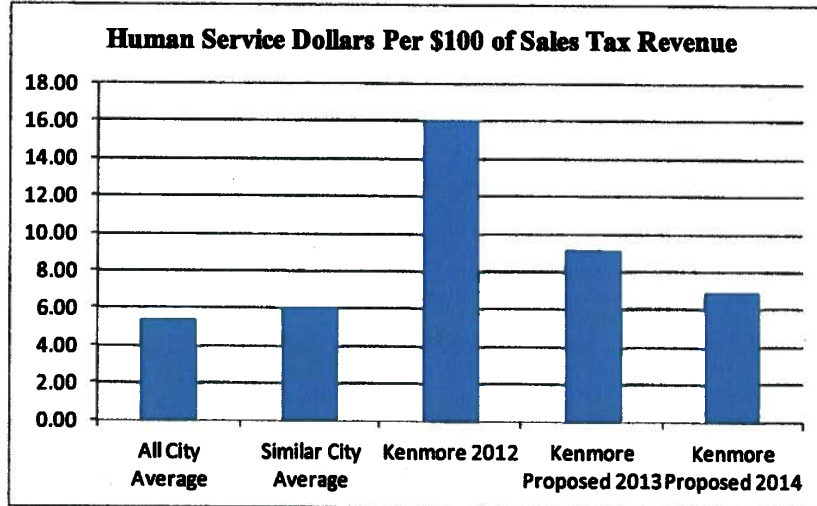
In reviewing the budget for these human services programs, we compared what the City of Kenmore pays to other East and North Lake Washington Area cities, both on an "ability to pay" basis and a per capita basis. Using the per capita basis, for 2012 the City pays \$13.38 per citizen while the average among the comparison cities is \$7.94 per citizen. If we look at "similar cities" in the comparison, meaning cities with comparable sales and property tax bases (Covington, Maple Valley, Lake Forest Park, and Mountlake Terrace), the per capita average is \$6.11 for 2012 compared to Kenmore's \$13.38.

As proposed for the 2013-2014 biennium, the recommended Kenmore contribution would be closer to the average of similar cities, shown as follows:

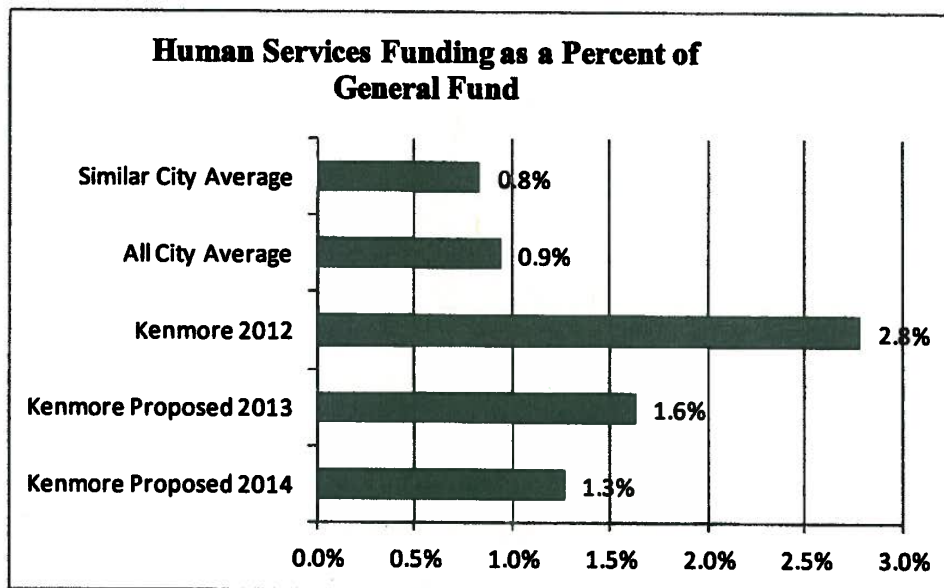


Viewing the comparison in terms of property and sales tax bases, the following graphs show where the City's 2012 and proposed 2013-2014 human services contributions would compare to other cities:





Another way to compare human services funding is from the perspective of a General Fund percentage. The following graph illustrates this comparison:



The four graphs above compare the City's human services funding to other cities in various ways. In light of this information, my recommendation is to bring Kenmore's human services contributions more in line with the average of cities in the area with similar tax base challenges. As a result, the recommended total contributions amounts for 2013 and 2014 are \$159,332 and \$120,269, respectively.

In adjusting the total contribution downward, I recommend that we keep Senior Center Services and the Kenmore Elementary Emergency Services annual City contributions at a comparable level to the 2011-2012 awards of \$24,000 and \$6,000, respectively. These two programs are physically located in our City, fit closely to the City's basic services (public safety and parks & rec), and demonstrate the greatest direct benefit to Kenmore residents.

For the remaining human services funding (\$129,332 in 2013 and \$90,269 in 2014), I recommend allocating 50% per year for the Human Services Pooled Contracts with other North/East Cities, which is administered by the City of Bellevue. The remaining 50% would be available for distribution to agencies that are not part of the North/East Cities pooled system.

For the current biennium, the City of Kenmore funds 14 human service programs for a total of \$174,868 (31% of the City's human service funds) through the pooled contract program and 20 programs for a total of \$392,238 (69% of City's human service funds) with contracts that are directly administered by the City. Our goal is to reduce the number of contracts that are directly administered by the City, particularly contracts under \$5,000, in order to reduce contract administration costs, including staff time. In evaluating applications from human service providers, we will prioritize funding for those programs that directly serve the most Kenmore residents.

Additional Information

In 2012, the largest funding amount is \$33,377 (Hopelink Emergency Services Program) and the smallest is \$962 (Eastside Baby Corner: Distribution of Basic Essentials for Children). The median funding amount of the 34 programs is \$5,055. A total of 17 contracts (9 pooled, 8 nonpooled) are less than \$5,000.

City Manager's Budget Recommendation:

Per the City Manager's Budget Letter, the recommended total contribution amounts for 2013 and 2014 are \$159,332 and \$120,269, respectively. The budgeted amount will keep the Senior Center Services and the Kenmore Elementary Emergency Services annual contributions at a comparable level to the 2011-2012 awards of \$24,000 and \$6,000, respectively. These two programs are physically located in our City, fit closely to the City's basic services (public safety and parks & rec), and demonstrate the greatest direct benefit to Kenmore residents.

For the remaining human services funding (\$129,332 in 2013 and \$90,269 in 2014), the City Manager recommends allocating 50% per year for the Human Services Pooled Contracts with other North/East Cities, which is administered by the City of Bellevue. The remaining 50% would be available for distribution to agencies that are not part of the North/East Cities pooled system.

Additional Budget Options:

The City's current practice is that 3% of a 2 year average of normalized General Fund revenues will be allocated to funding of Human Services programs. If this computation was used, the total contribution amounts for 2013 and 2014 would be \$259,332 and \$260,269, respectively. To help bring the contributions in line with comparable cities, another option is to reduce the percentage on normalized General Fund revenues from 3% to 2%. In this scenario, the 2013-2014 funding amount would be \$172,999 and \$173,513, respectively. By changing the practice from 3% to 2%, the City will be able to reduce the level of funding at a gradual rate and provide staff a guide for determining the budgeted amount. Since this option is still above the approximate 1% level of contributions given by comparable cities, staff recommends revisiting the practice during 2015-2016 budget discussions.

The biennial funding difference of \$66,911 between the City Manager's recommendation of \$279,601 and the change in percentage option of \$346,512 could be covered by identified savings.

Another option would be to add as much as \$150,000 to the biennial Human Services budget. This could be accomplished via savings that have been realized since the 2013-2014 Preliminary Budget was published. Either the \$66,911 amount or the added injection of \$150,000 could be funded from recently identified biennial savings in the preliminary proposed budget from cost reductions in the police contract, court contract, citizen survey, and abatement; and by charging the Pilot Business Incubator Program costs to the Strategic Opportunities Fund instead of the General Fund.

2013-2014 Human Service Applicants

The City has received a total of 49 applications totaling \$344,813 for 2013-2014. In 2011-2012, the City received 45 applications and funded 34. To help streamline contract administration of nonpooled agencies, the City has been in contact with United Way of King County to discuss future opportunities to partner.

Summary

In summary, the goal is to bring the level of contributions to Human Services programs in line with comparable cities.

Attachment:

Human Services Funding Evaluation Criteria Score Sheet

**City of Kenmore 2011-12 Human Service Funding
Evaluation Criteria Score Sheet**

AGENCY _____

PROGRAM _____

Prioritization	Score	3	2	1	0
Provides Basic Emergency Services to City Residents		Provides safe shelter, adequate food, clothing and other basic services to people in crisis. The program is staffed to provide 24/7, and coordinates with emergency response groups such as police and fire.	Provides two or three basic services and is staffed 24/7, or coordinates with emergency response groups such as police and fire to meet demand.	Provides one or two basic services and coordinates with emergency response groups such as police and fire to meet demand after hours.	Does not provide any basic emergency services.
Provides Direct Services to Kenmore Residents		Agency provides a direct service to Kenmore residents and can document services to in-city recipients.	Program reaches Northshore area residents.	Program is available outside Northshore area for citizens to access.	Program cannot relate its services to Kenmore recipients.
Services are Accessible to the Elderly, Physically and Mentally Disabled and Low Income Residents		The program is accessible to at least three of the following: elderly, youth, physically or mentally disabled, low-income residents.	The program is accessible to two of the following: elderly, youth, physically or mentally disabled, low-income residents.	The program is accessible to one of the following: elderly, youth, physically or mentally disabled, low-income residents.	The program is not accessible to the elderly, youth, physically or mentally disabled, or low-income residents.
Provides Appropriate Solutions to Documented or Identified Needs		Addresses one or more specific, identified community need. The proposal clearly provides evidence or there is past history that the program is effective in accomplishing the desired result.	Has human service components that fit within at least one priority category or subcategory. There is some evidence provided in the proposal or some past history that the program is effective.	Has human service components, which fit within at least one priority category or subcategory. There is no evidence provided in the proposal or past history that the program is effective.	Does not provide any solutions to documented or identified needs.
Avoids Duplication of Service		There are no other agencies providing the service to Kenmore residents, and no other responsible jurisdictions.	There are other agencies providing the service. There is extensive coordination with other related providers in the region, including referrals and programmatic coordination.	There are other agencies providing the service. There is some evidence that referrals are made to other related providers on the East and North sides.	Does not coordinate with other providers on the East or North side, but works more or less independently.
Provides Services Benefiting Low- & Moderate-Income Residents		The program benefits only low-income residents.	More than half the beneficiaries of the program are low-income residents.	Less than half are low- or moderate-income residents.	The program benefits only moderate-income residents or is not income-based.
Promotes Self-Sufficiency, Independent Living, and Prevention		Provides several prevention services that clearly are averting costlier services.	Provides several prevention services that contribute to greater quality of life and promote self-sufficiency.	Provides one element, which can promote self-sufficiency and independent living.	The program does not address these criteria.
TOTAL					

CITY OF KENMORE 2011-2012 HUMAN SERVICES PROGRAM						
AGENCY	PROGRAM	TYPE	RESIDENTS SERVED	2011 AWARD	2012 AWARD	AWARD TOTALS
Alliance of People with disAbilities	Youth Transition Program	Nonpooled	12	\$3,000	\$2,887	\$5,887
AtWork!	Community Liaison	Nonpooled	9	\$2,500	\$2,406	\$4,906
Catholic Community Services of Western Washington	Emergency Assistance Program (EAP)	Nonpooled	36	\$6,000	\$5,774	\$11,774
Center for Human Services	Family Support Centers	Nonpooled	187	\$31,600	\$30,409	\$62,009
Consejo Counseling and Referral Service	Consejo Domestic Violence Program	Nonpooled	6	\$3,500	\$3,368	\$6,868
Emergency Feeding Program of Seattle & King County	Medically Vulnerable Low-Income Patients	Nonpooled	33	\$2,500	\$2,406	\$4,906
HERO House	HERO House	Nonpooled	1	\$1,550	\$1,492	\$3,042
Hopelink	Adult Education Program	Nonpooled	23	\$7,600	\$7,313	\$14,913
Hopelink	Emergency Feeding Services	Nonpooled	337	\$2,520	\$2,425	\$4,945
Hopelink	Emergency Service Program	Nonpooled	1034	\$34,685	\$33,377	\$68,062
Hopelink	Family Development Program	Nonpooled	24	\$6,260	\$6,024	\$12,284
Hopelink	Transitional Housing and Emergency Shelter	Nonpooled	16	\$5,975	\$5,750	\$11,725
Institute for Family Development	PACT (Parents and Children Together)	Nonpooled	19	\$12,000	\$11,548	\$23,548
Kenmore Elementary School PTA	Kenmore Elementary Social Service Crisis Support	Nonpooled	324	\$6,000	\$5,774	\$11,774
NAMI Eastside	Education, Support and Advocacy	Nonpooled	28	\$1,600	\$1,540	\$3,140
Northshore Senior Center	Kenmore Senior Center	Nonpooled	1380	\$22,000	\$21,171	\$43,171
Northshore Senior Center	Northshore Senior Center (NSC) Transportation	Nonpooled	185	\$2,000	\$1,925	\$3,925
Northshore Youth and Family Services	Subsidized Youth and Family Counseling Services	Nonpooled	590	\$30,000	\$28,869	\$58,869
Wonderland Developmental Center	Wonderland Developmental Center	Nonpooled	55	\$11,500	\$11,066	\$22,566
YMCA of Greater Seattle	Northshore YMCA School Age Care Program	Nonpooled	214	\$7,096	\$6,828	\$13,924
Child Care Resources	Child Care Information & Referral	Pooled	21	\$5,000	\$4,812	\$9,812
Children's Response Center - Harborview	Children's Response Center - Harborview Medical	Pooled	13	\$3,000	\$2,887	\$5,887
Crisis Clinic	2-1-1 Community Information Line	Pooled	386	\$4,800	\$4,619	\$9,419
Crisis Clinic	24-Hour Crisis Line	Pooled	251	\$5,500	\$5,293	\$10,793
Crisis Clinic	Teen Link	Pooled	11	\$3,300	\$3,176	\$6,476
Eastside Baby Corner	Distribution of Basic Essentials for Children	Pooled	389	\$1,000	\$962	\$1,962
Eastside Domestic Violence Program/	The Community Advocacy Program	Pooled	16	\$7,908	\$7,610	\$15,518
Friends of Youth	Healthy Start	Pooled	14	\$4,075	\$3,921	\$7,996
Friends of Youth	Homeless Youth Services	Pooled	2	\$4,790	\$4,609	\$9,399
HealthPoint	Dental Program	Pooled	21	\$12,723	\$12,243	\$24,966
HealthPoint	Healthcare for the Homeless	Pooled	3	\$8,060	\$7,756	\$15,816
HealthPoint	Medical Program	Pooled	97	\$21,928	\$21,101	\$43,029
King County Sexual Assault Resource Center	Comprehensive Sexual Assault Services	Pooled	21	\$4,260	\$4,099	\$8,359
Senior Services	Meals on Wheels	Pooled	18	\$2,770	\$2,666	\$5,436
TOTALS			5776	\$289,000	\$278,106	\$567,106

CITY OF KENMORE 2013 HUMAN SERVICES PROGRAM					
AGENCY	PROGRAM	2013 Agency Total Budget Projected	Kenmore Requested 2013	Kenmore Award 2012	City
ABSOLUTE Ministries	ABSOLUTE Ministries Housing	\$84,500	\$2,500	\$0	Auburn
Alliance of People with disAbilities	Youth Transition Program	\$8,700	\$5,000	\$2,887	Seattle
Assistance League the Eastside	Operation School Bell	\$431,450	\$1,000	\$0	Redmond
AtWork!	AtWork! - Community Liaison	\$3,447,584	\$2,478	\$2,406	Bellevue
BAS Foundation	Food Crisis Line	\$75,000	\$1,000	\$0	Bellevue
Bridge Disability Ministries	Bridge Disability Ministries -- Mobility	\$516,616	\$3,000	\$0	Bellevue
Catholic Community Services of King County	Emergency Assistance Program	\$15,120,921	\$6,000	\$5,774	Seattle
Center for Human Services	CHS Clinical Programs	\$4,009,250	\$28,050	\$0	Shoreline
Center for Human Services	Family Support Centers	\$4,009,250	\$35,000	\$30,409	Shoreline
Child Care Resources	Child Care Consumer Education and Provider Quality Improvement	\$4,815,363	\$2,440	\$4,812	Seattle
Child Care Resources	Homeless Child Care Program	\$4,815,363	\$2,671	\$0	Seattle
Children's Response Center	Children's Response Center	\$975,460	\$2,887	\$2,887	Bellevue
Consejo Counseling and Referral Service	Consejo Domestic Violence Program	N/A	N/A	\$3,368	Seattle
Crisis Clinic Crisis Line	24-Hour Crisis Line	\$3,939,231	\$5,500	\$5,293	Seattle
Crisis Clinic King County 211	King County 211	\$3,939,231	\$5,000	\$4,619	Seattle
Crisis Clinic Teen Link	Teen Link	\$3,939,231	\$3,500	\$3,176	Seattle
Eastside Baby Corner	Meeting Basic Needs for Children	\$4,215,835	\$1,200	\$962	Issaquah
Eastside Domestic Violence	Community Advocacy Program	\$2,900,000	\$7,991	\$7,610	Bellevue
Emergency Feeding Program of Seattle King County	Emergency Feeding Program of Seattle & King County	\$744,234	\$2,500	\$2,406	Seattle
Friends of Youth	Healthy Start	\$9,675,000	\$4,075	\$3,921	Redmond
Friends of Youth	Homeless Youth Services	\$9,675,000	\$4,609	\$4,609	Redmond
HealthPoint	Health Care for the Homeless	\$51,929,231	\$8,000	\$7,756	Renton
HealthPoint	Primary Dental Care	\$51,929,231	\$15,000	\$12,243	Renton
HealthPointMedical	Primary Medical Care	\$51,929,231	\$25,000	\$21,101	Renton
HERO House	HERO House	\$437,500	\$1,500	\$1,492	Bellevue
Hopelink	Adult Education	\$54,107,913	\$8,000	\$7,313	Redmond
Hopelink	Hopelink Food Program	\$54,107,913	\$19,115	\$2,425	Redmond
Hopelink	Hopelink - Emergency Services (Financial Assistance)	\$54,107,913	\$16,689	\$33,377	Redmond
Hopelink	Family Development Program	\$54,107,913	\$6,300	\$6,024	Redmond
Hopelink	Hopelink Housing	\$54,107,913	\$6,000	\$5,750	Redmond
Institute for Family Development	PACT (Parents and Children Together)	\$6,732,000	\$12,125	\$11,548	Federal Way
Kenmore Elementary PTA	Kenmore Elementary PTA Social Service Crisis Support	\$54,000	\$6,000	\$5,774	Kenmore
Kenmore Senior Center	Kenmore Senior Center	\$3,285,000	\$22,000	\$21,171	Bothell
King County Sexual Assault Resource Center	Comprehensive Sexual Assault Services	\$3,956,336	\$4,222	\$4,099	Renton
Lake Washington Institute of Technology	I-BEST Incentive Scholarship Fund	\$43,121,000	\$2,000	\$0	Kirkland
NAMI Eastside	Education, Support, Advocacy	\$120,000	\$1,600	\$1,540	Redmond
Northshore Senior Center	Northshore Transportation	\$3,285,000	\$6,600	\$1,925	Bothell
Northshore YMCA, a branch of the YMCA of Greater Seattle	Northshore YMCA School Age Child Care	\$7,314,666	\$7,000	\$6,828	Bothell
Northshore Youth and Family Services	Mental Health and Substance Abuse	\$1,170,000	\$30,000	\$28,869	Bothell
Pediatric Interim Care Center	Interim Care of Drug-Exposed Infants	\$1,502,673	\$2,500	\$0	Kent
Senior Services	Senior Services - Meals on Wheels	\$16,288,118	\$2,745	\$2,666	Seattle
The Sophia Way	Eastside Winter Shelter	\$1,858,900	\$1,000	\$0	Bellevue
The Sophia Way	Sophia's Place	\$1,858,900	\$1,000	\$0	Bellevue
Washington Poison Center	Washington Poison Center	\$2,763,050	\$2,016	\$0	Seattle
Wonderland Developmental Center	Early Intervention	\$1,100,000	\$12,000	\$11,066	Shoreline
TOTALS		\$598,511,620	\$344,813	\$278,106	



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

Kenmore Village Marketing Process Update

For Council Meeting Agenda of: 14 January 2013

Department: Executive

Prepared by: Nancy Ousley

Proposed Council Action/Motion:
Discussion only, no action requested

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

NKO 27 Dec 2012

ROK
JMS 12/28/12
KKT

Exhibits/Attachments:

December 3, 2012 Agenda Bill

Expenditure Required \$n/a

Amount Budgeted \$

Appropriation Required \$

INFORMATION/BACKGROUND:

Paul Sleeth, Senior Vice President of Investment Properties at Colliers International, will update the Council on the process of marketing the Kenmore Village property for purchase. Mr. Sleeth was unable to attend the December 3, 2012 Council meeting and discussion on the listing agreement for the Kenmore Village property. Corey Marx of Jones Lang LaSalle represented the broker team at that discussion. Colliers is concentrating on the commercial portion of the Kenmore Village property and Jones Lang LaSalle is focused on the north portion/residential section of the property.

FISCAL CONSIDERATION:

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

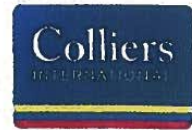
Pursue Downtown Development

I:\ACM\ACM NKQ\Agenda Bill Drafts\AB 14 Jan 2013 Colliers.docx

XIII.E. Kenmore Village Marketing Process Update - Nancy Ousley,
Assistant City Manager; Paul Sleeth, Colliers International; and Corey



XIII.E. Kenmore Village Marketing Process Update - Nancy Ousley, Assistant City Manager; Paul Sleeth, Colliers International; and Corey



EXCLUSIVE SALE LISTING AGREEMENT

This Exclusive Sale Listing Agreement ("Agreement") is made, on this the 27TH day of NOVEMBER, 2012 ("Effective Date") by and between Colliers International WA, LLC ("Colliers") and City of Kenmore, a Washington municipal corporation, as owner ("Owner").

1. **Colliers as Exclusive Selling Agent.** Commencing on the Effective Date and continuing through May 31st, 2013 ("Term"), and then continuing on a month to month basis until terminated by either party with thirty (30) days written notice to the other party, Owner hereby appoints Colliers as sole and exclusive agent for the sale of the real property commonly known as Kenmore Village, located at 6700, 6728, 6734, & 6748 NE 181st Street, Kenmore, WA 98028 and the Kenmore Village Park and Ride located at 18149 68TH AVE NE 98028 and legally described on Exhibit A, attached hereto, with all improvements now or hereafter made on or to the real property. Owner agrees to promptly disclose to Colliers any personal property to be included in the sale. Owner authorizes Colliers to insert or correct the legal description over Owner's signature.
2. **Terms of Sale.** The offering price of the Property shall be determined by Owner, which shall be payable, at the option of the purchaser, in cash or cash and assumption of any existing assumable loan. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser's approval of a preliminary title report, survey, soils test, feasibility study and existing leases, provided, Owner reserves the right to reject any contingencies. The purchaser shall take possession of the Property on the closing date. Other terms include the following: _____
3. **Negotiations and Cooperation.** All inquiries and offers which Owner receives shall be referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.
4. **Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with Costar, CBA, officespace.com, loopnet, or any other multiple listing service site ("MLS Site") or otherwise advertise the Building and the Premises and prepare and/or secure plans of the Building and the Premises, subject to Owner's approval and at Owner's expense. Costs of brochures and other advertising materials approved by Owner shall be paid by Owner, except that the costs of industry-standard single-page advertising flyers prepared by Colliers shall be paid by Colliers. Colliers shall have the right to place signs advertising the Premises for sale in the Building and the Premises at Colliers expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to MLS Sites becomes the MLS Site's property, is not confidential, and will be available to third parties, including prospective purchasers, other members of Costar, CBA, officespace.com, loopnet who do not represent Owner and who may represent prospective purchasers, and other parties granted access to MLS Site's listing information.
5. **Cooperation With Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers and, regardless of whether the cooperating broker is the broker of the purchaser, Owner, neither or both, Colliers may pay them from commissions that are received by Colliers under the terms of this Agreement.
6. **Deposits.** If applicable, Colliers is authorized to accept deposits for the purchase and sale of the Property from any prospective purchaser. If Colliers has earned a commission pursuant to Paragraph 8, then Colliers is authorized to apply the deposit to payment of the commission at the time the deposit becomes payable to Owner. In the event any deposit made by a prospective purchaser or tenant and held by Colliers, Owner or any third party agent is forfeited, then the total sum so forfeited shall be divided equally between Colliers and Owner, provided the amount to Colliers does not exceed the amount of the commissions stated below.
7. **Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, conveyance or leasing of the Property have commenced or are continuing, then the



Term of this Agreement shall be extended through the termination of such negotiations or consummation of such transaction.

8. **Commissions.** With respect to a sale, Owner hereby agrees to pay a commission or commissions to Colliers equal to 5% of the purchase price of the "park and ride" site and 6% of the purchase price of the "retail site" as further described in the attached legal description pursuant to the payment provisions set forth in Section 9 of this Agreement. All Commissions received by Colliers shall be shared equally with Jones Lang LaSalle unless otherwise determined between Jones Lang LaSalle and Colliers.

With regard to a sale, Owner shall pay a commission to Colliers upon the occurrence of one of the following events:

- a) **During the Term** (i) Colliers, Owner, or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on other terms acceptable to Owner; (ii) Owner, through any person or entity other than Colliers, enters into any other contract to transfer or exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity; or (iii) Owner withdraws the Property from the market, makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2; or
 - b) Within one hundred eighty (180) days after expiration of the Term, Owner sells or exchanges, or enters into any contract to sell or exchange, the Property or any interest therein; or Owner grants an option to purchase the Property; or negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within fifteen (15) days of the expiration date of the Term; or
 - c) During the Term, Owner receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the Term.
9. **Payment of Commissions.** Any commission due pursuant to Section 8 shall be payable on or before the earlier of (a) the closing of a sale or exchange of the Property or any interest therein; (b) the date upon which Owner first acts or fails to act, which act or omission delays or prevents a closing, sale, lease or exchange of the Property for which Colliers would be entitled to receive a commission; (c) the date upon which Owner withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property; or (d) the date upon which Owner transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange or lease. Owner agrees that the Property is commercial real estate and that this Agreement may be recorded pursuant to the Commercial Real Estate Broker Lien Act.
10. **Agency/Dual Agency** Owner authorizes Colliers to appoint Paul Sleeth, Billy Sleeth, & Corey Marx to act as Owner's Listing Agent(s) ("Listing Agent(s)"). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons of Colliers; provided, Owner authorizes Colliers to appoint other salespersons affiliated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' discretion. Any broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the Purchaser. Accordingly, for purposes of this Agreement, "Colliers" means



Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.

Owner agrees that if the Property is sold to a purchaser represented by one of Collier's salespersons other than Listing Agent(s), then Owner consents to Colliers acting as a dual agent. Owner understands and agrees that different salespersons affiliated with Broker may represent different sellers in competing transactions involving the same buyer. Owner hereby consents to such representation and agrees that it shall not be considered action by Broker that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of Broker. If Colliers acts as a dual agent, then Colliers shall be entitled to the entire commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser. Acceptance of referral fees between salespersons affiliated with Colliers will not be considered action that is adverse or detrimental on the part of the salespersons or Colliers, nor shall it be considered a conflict of interest by the salespersons or Colliers.

If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the state in which the Building is located.

11. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its negligence or willful misconduct. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on its negligence or willful misconduct, for damages to the Property or its contents.

Notwithstanding anything to the contrary contained in Paragraph 8 above or this Agreement in general, in the event the Property and/or Building are rendered "unmarketable" because of damage due to fire, flood, natural disaster or any other occurrence beyond the reasonable control of Owner, such damage shall not constitute a breach of this Agreement by Owner. Owner shall have no obligation to restore or repair the Property and/or Building following such damage, and may terminate this Agreement upon written notice to Colliers of the same.

12. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its shareholders, officers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, relating to, arising out of or resulting from Owner's acts or failure to act in connection with (i) any sale or lease of the Property pursuant to this Agreement, (ii) the use of, or access to, the Property by any person pursuant to this Agreement, or (iii) any breach of, or failure to perform, any provision of this Agreement by Owner.

Colliers shall defend, indemnify and hold harmless Owner, its officers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, relating to, arising out of, or resulting from Colliers's actions or failure to act in connection with Colliers's performance under this Agreement or any breach of, or failure to perform, any provision of this Agreement by Colliers.

13. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective tenant or purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage or release of any hazardous wastes or other toxic or hazardous substances in or on the Property. Colliers is authorized to disclose all pertinent information regarding the Property to prospective purchasers and tenants, and Owner shall indemnify and hold harmless Colliers and any cooperating brokers to the same extent set forth in Section 12 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.



14. **No Discrimination.** Owner and Colliers each hereby acknowledge that it is illegal to refuse to display, sell the Property to any person because of race, color, religion, national origin, sex, sexual orientation, military status, marital status or physical disability.

15. **Owner's Warranty.** Owner warrants that Owner has full authority to execute this Agreement and to sell, lease or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner.

Owner confirms that following closing of the property, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same.

16. **Attorneys' Fees.** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.

17. **Notices.** Any notice or other communication required in this Agreement must be in writing and will be effective upon personal delivery, facsimile, or five (5) days following deposit into the United States mail (by certified mail, return receipt requested), addressed to such party at the address listed below.

Company: Colliers International
Attn: Paul Sleeth & Billy Sleeth
601 Union Street, Suite 5300
Seattle, WA 98101

Owner: City of Kenmore, a Washington municipal corporation
Attn: _____
PO Box 82607
Kenmore, WA 98028

18. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

19. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State in which the Building is located.

20. **Entire Agreement.** This Agreement sets forth the entirety of the agreement between the parties regarding sale of the Property.

21. **Copy of Agreement.** Owner hereby acknowledges receipt of a fully executed copy of this Agreement.

This agreement is entered into on the Effective Date

Owner: City of Kenmore, a Washington municipal corporation

Name: _____

Its: _____

Date: _____

Address: _____



Agent: Colliers International WA, LLC

[Signature]
Name: Paul Sleeth

Its: Senior Vice President

Date: 11-27-12

[Signature]
Name: Billy Sleeth

Its: Vice President

Date: 11-27-12

[Signature]
Name: Scott Coombs

Its: Designated Broker

Date: 11-27-12

Address: 601 Union Street, Suite 5300
Seattle, WA 98101



**EXHIBIT A
LEGAL DESCRIPTION**



City Of Kenmore, Washington

MEMO

Date: October 11, 2012

To: Mayor & City Council

From: Rob Karlinsey, City Manager *RK*

RE: Take To Market Strategy for Kenmore Village Properties

Thank you for your helpful feedback at the October 1 City Council meeting regarding how to take the remaining Kenmore Village properties to market, which we are calling "Kenmore Village Action Plan Phase Two."

We are moving forward with a hybrid RFQ/proposal process. We will first hire a regional commercial and residential real estate brokerage firm to assist us with the process, including scouring the market for potential qualified buyers.

The broker will also help us with a Request for Qualifications (RFQ) process. We will then request a handful of respondents to submit proposals. From those proposals, we will select the top two or three for further review and negotiations and ultimately narrow it down to one recommended buyer for your consideration.

We hope to have a buyer selected by Spring next year and to be under contract by May or June. The process itself should not be long in total elapsed time. The primary unknown is what kind of response we will get from the market.

This recommended RFQ/proposal mechanism is a culmination of the many community meetings with the public and the numerous discussions with the business community, including potential tenants, buyers, brokers, and developers.

This process will be different from the 2007 RFP process, mainly because of the shift in responsibility to the buyer to purchase and take the property off of the City's books quickly. This expectation will still be connected with the City's goals for a quality Kenmore Village end product that will raise the bar and act as a catalyst for other parts of the downtown.

The RFQ/ Proposal Process

Attached is a flow chart, with general timelines, that outlines the process. The following is a brief outline of our recommended process:

18120 66th Ave NE

PO Box 82607

Kenmore, WA 98028

1. Select a broker to scour the field of prospects and assist in future negotiation. The broker will be experienced and regionally known, and her/his firm will be known for its depth and capacity for both residential (condos/apartments) and commercial real estate brokering.
2. Create a short, two-to-four page information summary on the properties. We will be offering both the former park-and-ride and the shopping center. The information summary will include the Position Statement, the Goals you reaffirmed earlier this year, and Kenmore's key assets.
3. Request prospective buyers to submit their qualifications. We will give primary weight to their reputation and recent experience owning or developing similar properties.
4. Short-list four or five prospects to be interviewed. The interview team will include the city manager, two or three of his management team members, and Rod Stevens.
5. Invite two or three of the top prospects to submit proposals and monetary offers for the property. Criteria for consideration will include alignment of the proposal with the City's Position Statement and Goals, amount of the monetary offer, financial wherewithal/solvency of the buyer/developer, experience, and commitment/ability to move forward in a timely manner.
6. Evaluate and engage in negotiations with the top proposers, assessing who is the one most likely to reinvest in the property in the near-term.
7. Enter into a letter-of-intent with the selected buyer, leading to a purchase-and-sale agreement with limited contingencies.
8. Close the sale.

Hiring A Broker

We propose hiring a broker, less to manage the process than to scour the field for prospects. While we have already identified several interesting and capable developers, we cannot be sure we will find all of the good prospects without involving a broker.

The broker's commission will be about five percent, which we will pay on closing but not before. Without their mailing lists and contacts, we would spend at least a portion of this in time and money researching buyers and getting word out. The broker is an insurance policy in making sure the property is fully exposed to the market. Hopefully a good portion of the commission will come back in a higher purchase price coming from competition between buyers. In the final bid process, Step #6 above, the broker will play an important role in signaling to buyers what they need to do to get the property.

Public Involvement and Public Information

We plan on keeping the community informed during the property sale process. The past few months have seen very productive discussions in community forums, Town Hall meetings focused on Kenmore Village, and numerous informal meetings and conversations that have yielded important considerations and viewpoints on the future of the property. We will keep all

of this prior public input at the forefront as we move forward through the process. We will routinely inform the public about where the process stands and what comes next, and we will rely on recent discussions and past planning efforts to set priorities about what should happen with the property.

In partnership with the selected buyer, we propose a robust yet focused public discourse in planning the public square, with added effort to include a diverse group of new participants in the discussion. (We would also want to refer back to the community discussions several years ago on the "gathering space" planned at that time for Kenmore Village). We do not propose starting a detailed effort on this now, but in the next two or three months we should set out parameters for how we want the public square to perform so that we know this when we begin negotiating with the developer about how much land to reserve and where. By the way, the City's commitment to creating this square has already proven to be an attraction to several developers.

Sale Priorities

Our first goal is to sell the retail property and get it off the City's books. Without knowing more until we take the property to market, we believe it is preferable and likely that we will be able to sell the former park-and-ride to the same buyer as the shopping center. However, it is possible that the former park-and-ride may sell to a different buyer than the shopping center. Regardless, it is important that the two properties remain linked and coordinated.

Overall, we are looking for a buyer who will be a good long term partner with the City, one who steadily improves the property and makes significant investment in it that draws in other investment nearby. We can propose penalties for not redeveloping or reinvesting in the property by a certain date, but if market conditions are not right for the new owner's intended uses, penalties will not get them to build. The best guaranty of reinvestment is pre-qualifying a buyer whose plans are financially feasible today.

We look forward to moving this process forward. Our recent discussions with potential buyers have been very positive. We believe you will have good news to tell the community over the next six to eight months.



King County

Dow Constantine

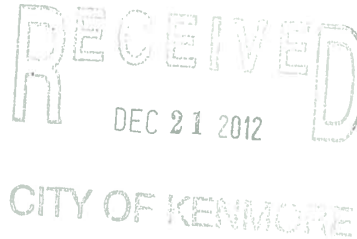
King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov



December 14, 2012

The Honorable David Baker
Mayor, City of Kenmore
PO Box 82607
Kenmore, WA 92607

Dear Mayor Baker:

I would like to take this opportunity to request that you name representatives and alternates from the City of Kenmore to participate in the SeaShore Transportation Forum for 2013. You may name new representatives and alternates or appoint the same ones who served in 2012.

For many years, the SeaShore Transportation Forum provides an effective forum for sharing information, building consensus and coordinating on a wide range of transportation issues. We want to continue to strengthen our existing partnerships and use our resources as efficiently as possible to solve common problems.

For your convenience, I have enclosed a SeaShore appointment form to identify your representatives and alternates. If you have any questions, please feel free to contact Sally Marks, Supervising Transportation Planner, King County Department of Transportation, at 206-263-4710, or via e-mail at sally.marks@kingcounty.gov.

Thank you for your time and assistance. I look forward to your continuing involvement in helping to improve the transportation system for our citizens and businesses.

Sincerely,

Dow Constantine
King County Executive

Enclosure: 2013 SeaShore Transportation Forum Appointment Form

cc: Patty Safrin, City Clerk, City of Kenmore
Sally Marks, Supervising Transportation Planner, King County Department of Transportation

2013 SEASHORE REPRESENTATIVES AND ALTERNATES
APPOINTMENT/REAPPOINTMENT

City/County: _____

SEASHORE REPRESENTATIVE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

SEASHORE REPRESENTATIVE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

SEASHORE ALTERNATE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

SEASHORE ALTERNATE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

Please return to Sally Marks, Supervising Transportation Planner, King County
Department of Transportation 201 S. Jackson Street, KSC-TR-0814, Seattle, WA 98104-
3856 or sally.marks@kingcounty.gov. If questions, call 206-263-4710



King County

Dow Constantine

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

RECEIVED
DEC 21 2012
CITY OF KENMORE

December 14, 2012

The Honorable David Baker
Mayor, City of Kenmore
Post Office Box 82607
Kenmore, WA 98028

Dear Mayor Baker:

I would like to take this opportunity to request that you name representatives and alternates from the City of Kenmore to participate in the Eastside Transportation Partnership (ETP) for 2013. You may name a new representative and alternate or appoint the same ones who served in 2012.

We believe that ETP provides an effective forum for sharing information, building consensus, and coordinating on a wide range of transportation issues. In the current economic climate, and for the foreseeable future, we will need to strengthen our existing partnerships and use our resources as efficiently as possible to solve common problems.

For your convenience, I have enclosed an ETP appointment form to identify your ETP representative and alternate. If you have any questions, please feel free to contact Wes Edwards, Transportation Planner, King County Department of Transportation, at 206-263-4711, or via e-mail at wesley.edwards@kingcounty.gov.

Thank you for your time and assistance. I look forward to your continued involvement in helping to improve the transportation system for our citizens and businesses.

Sincerely,

Dow Constantine
King County Executive

Enclosure: 2013 ETP Appointment Form

cc: Patty Safrin, City Clerk, City of Kenmore
Wes Edwards, Transportation Planner, Office of Regional Transportation Planning,
King County Department of Transportation

2013 ETP REPRESENTATIVES AND ALTERNATES
APPOINTMENT/REAPPOINTMENT

City/County: _____

ETP REPRESENTATIVE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

ETP REPRESENTATIVE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

ETP ALTERNATE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

ETP ALTERNATE for 2013:

Name: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____
Email Address: _____

Please return to Wes Edwards, Transportation Planner, King County Department of
Transportation 201 S. Jackson Street, KSC-TR-0814, Seattle, WA 98104-3856 or
wesley.edwards@kingcounty.gov. If you have any questions, please call 206-263-4711.