

City of Kenmore



City of Kenmore - 18120 68th Avenue NE Kenmore, WA 98028 Phone: 425-398-8900
Agendas also available at www.kenmorewa.gov E-mail: cityhall@kenmorewa.gov

City Council Special Meeting Agenda

August 2, 2021 5 PM

VIA ZOOM - LINK: <https://us02web.zoom.us/j/89242143134>

Or iPhone one-tap : US: +12532158782,,89242143134# or +13462487799,,89242143134#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 892 4214 3134

I. CALL SPECIAL MEETING TO ORDER - 5 PM

II. ROLL CALL

III. EXECUTIVE SESSION

Pursuant to RCW 43.30.110 (b), the Council will now enter a closed session to consider real estate acquisition.

The session is expected to last approximately one hour.

IV. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

V. CONSENT AGENDA

A. Approve Minutes:

[City Council July 19, 2021 Special Meeting Minutes](#)

[City Council July 19, 2021 Regular Meeting Minutes](#)

[City Council July 26, 2021 Special Meeting Minutes](#)

B. Approve Total Check #s 47697 through 47802 totaling \$2,187,659.51 and payroll check # 10174 dated 7/16/2021 totaling \$145.75 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 07/16/2021 in the amount totaling \$178,064.58 and ACH Payment to Thomco Construction in the amount of \$736,845.57

[Voucher Approval Report dated 7/23/2021](#)

C. Approve Resolution 21-369, Repealing Certain Covid -19 Emergency Rules and 2021 Proclamation Rescinding Certain Emergency Proclamations, presented by City Manager Rob Karlinsey and City Attorney Dawn Reitan

[City Council Agenda Bill - Rescinding Resolutions and Proclamations](#)

[2021 Proclamation Rescinding Certain Emergency Proclamations](#)

[Resolution 21-369 Repealing Certain Covid-19 Emergency Rules](#)

[Table of Covid-19 Emergency Proclamations & CC Resolutions](#)

VI. BUSINESS AGENDA

- A. Purchase of Properties for a Future Public Works Facility, presented by Public Works Operations Manager Jennifer Gordon, and Environmental Services Manager Richard Sawyer, *for Discussion and Action*

[Agenda Bill - Public Works Shop](#)

[PSA 6506 6520 202ND June 7 2021](#)

[PSA 6450 202ND June 18 2021](#)

VII. STAFF REPORT

- A. School Zones and Arterial Speeds Update

VIII. ADJOURNMENT

UPCOMING MEETINGS:

- A. September 13, 2021
September 20, 2021
September 27, 2021

**City of Kenmore
City Council Meeting
Special Meeting Minutes
July 19, 2021**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the meeting to order at 5:15 p.m. via Zoom.

PRESENT:

Councilmembers: Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Melanie O’Cain
Councilmember Angela Kugler

Staff: Acting City Manager Nancy Ousley
Assistant City Manager/ ARPA Administrator Stephanie Lucash
Finance & Administration Director Leticia Salcido
Human Resources Manager Leonora Palaña
City Clerk Anastasiya Warhol
Accountant Brian Randall
City Attorney Dawn Reitan

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W 42.30.110(1)(i), for pending and potential litigation, the Council entered an executive session for approximately 40 minutes. No final action was taken.

ADJOURNMENT

Deputy Mayor Herbig adjourned the special meeting at approximately 5:55 p.m.

ATTEST:

David Baker, Mayor

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
July 19, 2021**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL MEETING TO ORDER:

Mayor Baker called the virtual meeting to order at 7:00 pm.

PRESENT:

Councilmembers: Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Angela Kugler
Councilmember Melanie O'Cain

Staff: Acting City Manager Nancy Ousley
ARPA Administrator Stephanie Lucash
Finance and Administration Director Leticia Salcido
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Community Development Director Debbie Bent
Principal Planner Lauri Anderson
Human Resources Manager Leonora Palaña,
Parks Project Manager Maureen Colaizzi
Senior Civil Engineer Kent Vaughan
Code Enforcement Officer Bridgit Baker
Police Chief Brandon Moen

Speaking Guests: Janet Lee, King Affordable Housing Planner, King KCDCH
Sunaree Marshall, Housing Policy and Special Projects, KCDCH
Christina McHugh, Housing and Homelessness Evaluation Manager, KCDCH
Alexis Mercedes, King County Regional Homelessness Authority
Mark Donnes, King County Regional Homelessness Authority
Anne Martens, King County Regional Homelessness Authority
Dennis McLerran, Consultant, Cascadia Law Group
Karin Greenacre, Consultant, TRC
David Morton, Redmond Resident
Jim Myers, Kenmore Resident
David Dorian, Kenmore Resident
Vicki Grayland, Kenmore Resident
Brienne Gilbert, Kenmore Resident
Dila Perera, Volunteer for Best Starts for Kids
Elizabeth Mooney, Kenmore Resident

Janet Hays, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Nancy Hansen, Kenmore Resident
Phyllis Finley, Kenmore Resident

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

The agenda was approved as written.

PROCLAMATION:

Mayor Baker issued a proclamation in honor of the late Public Utility Commissioner Don Ellis.

PRESENTATION

The Council heard the following two presentations:

- A. King County Regional Affordable Housing Dashboard Presentation, presented by Community Development Director Debbie Bent and guests
[Agenda Bill - Affordable Housing Dashboard Presentation](#)
- B. King County Regional Homelessness Authority - North King County Subregional Plan, presented by Alexis Mercedes Rinck, Subregional Planning Manager
[Kenmore City Council Presentation - King County Regional Homelessness Authority](#)

Councilmember Pfeil moved to revisit this item. Councilmember Kugler seconded. Councilmember Pfeil moved to table proposal of a new item to the end of the meeting during "Council Reports."

PUBLIC COMMENT

The Council took comments from the public from approximately 8:10 pm to 8:47 pm.

Timestamped link included here: <https://youtu.be/DqpQs9Gnflc?t=3730>

CONSENT AGENDA

- A. Adopt Ordinance No. 21-0528, Extension of Non-Exclusive Cable Television Franchise Agreement with Frontier Communications Northwest, LLC dba Ziply Fiber
[Agenda Bill - Cable Television Franchise Agreement](#)
[Ordinance No. 21-0528, Extending Franchise Agreement with Ziply Fiber](#)
[Historical Agenda Bill - February 24, 2020](#)

MOTION: Councilmember O'Cain moved to approve the consent agenda as presented, including the items listed above. Deputy Mayor Herbig seconded the motion.

VOTE: Motion PASSED by unanimous consent.

BUSINESS AGENDA

- A. *Ordinance No. 21-0530, Authorizing Bonds related to Developing, Constructing, and Improving Walkways and Waterways Projects, presented by Finance & Administration Director Leticia Salcido and Deanna Gregory of Pacifica Law Group, Bond Counsel, first Reading***
[Agenda Bill & Ordinance 21-0530 UTGO Bonds](#)
[2021 Bonds and Market Update - Justin Monwai - Piper Sandler](#)

Finance and Administration Director Leticia Salcido provided history on the voter-approved Walkways & Waterways Proposition 1 bond measure, approved by voters on November 8, 2016. The City issued an Unlimited Tax General Obligation Bond (UTGO Bond) in 2016 and now wishes to issue an additional UTGO Bond to finance additional Walkways and Waterways Projects components. The City's Financial Advisor, Justin Monwai with Piper Sandler & Co., and Deanna Gregory, Bond Counsel with Pacifica Law Group, also presented information on the proposed bonds and ordinance.

- B. *Cascadia Law Group Asphalt Report, presented by Cascadia Law Group and Community Development Director Bryan Hampson, for Information and Discussion***
[Agenda Bill - Cascadia Law Group Update](#)
[Presentation](#)

Development Services Director Bryan Hampson explained that the City retained an Environmental Attorney firm, Cascadia Law Group, to investigate the Cadman-Kenmore Asphalt Plant issues. Dennis McLerran of Cascadia Law Group and air consultant Karin Greenacre provided an update to the City Council.

- C. *Expressing an official position in support of the King County Proposition No. 1 - Regular Property Tax Levy for Children, Youth, Families, and Communities***
[Agenda Bill - Best Starts for Kids - KC Prop 1](#)
[Resolution No. 21-368 In support of KC Prop 1 Best Starts for Kids](#)

Public Comment:

Pursuant to RCW 42.17A.555(1), members of the public and Council were afforded an approximately equal opportunity for expression of an opposing view. Time-stamped link included here: <https://youtu.be/DqpQs9Gnflc?t=11904>

MOTION: Councilmember Pfeil moved to Approve Resolution Nol. 21-368, expressing an official position in support of the King County Proposition No. 1 – Regular Property Tax Levy for Children, Youth, Families, and Communities. Councilmember Srebnik seconded the motion.
VOTE: 7 Yes, No, 0 Abstain. MOTION CARRIED.

STAFF REPORT

Acting City Manager Nancy Ousley announce that items A and C will be postponed to a later meeting. Staff offered reports on items B and D below, timestamped here:
<https://youtu.be/DqpQs9GnfIc?t=12495>.

- A. Walkways and Waterways Projects Update, presented by Parks Project Manager Maureen Colaizzi – *Staff Report postponed.*
- B. Walkways and Waterways Projects Update, presented by Senior Civil Engineer Kent Vaughan, and City Engineer John Vicente
[Staff Memorandum -Juanita and 68th Project Updates](#)
- C. Rhododendron Boathouse Project Update, presented by Community Development Director Debbie Bent and Parks Project Manager Rob Sayre-McCord – *Staff Report Postponed.*
- D. Pretextual Traffic Stops and State Law Changes for Law Enforcement, presented by Police Chief Brandon Moen
[Police Staff Report](#)
[Pretextual Stop - Memorandum](#)

COUNCIL REPORTS AND COMMENTS

MOTION: Councilmember Pfeil moved to revisit the King County Regional Homelessness Authority - North King County Subregional Plan ILA. Councilmember O'Cain seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

ADJOURNMENT

Mayor Baker adjourned the meeting at approximately 11:45 pm.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
July 26, 2021**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the virtual meeting to order at 6 :00 p.m.

EXECUTIVE SESSION:

Pursuant to RCW 43.30.110 (b), the Council will now enter a closed session to consider real estate acquisition. The session lasted one hour. No final action was taken.

PRESENT:

Councilmembers: Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Angela Kugler
Councilmember Melanie O'Cain

Staff: City Manager Rob Karlinsey
Assistant City Manager Nancy Ousley
ARPA Administrator/ Assistant City Manager Stephanie Lucash
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
City Attorney Charlotte Archer
Human Resources Manager Leonora Palaña
Finance and Administration Director Leticia Salcido
Public Works Operations Manager Jennifer Gordon
Environmental Services Manager Richard Sawyer
Development Services Director Bryan Hampson

Speaking Guests: Michael Reading, Crisis and Support Systems Administrator
Todd Banks, Kenmore Air
Barbie Collins Young, NAMI Eastside
Kinnon Williams, Counsel
Justin Monwai, City Financial Advisor
Deanna Gregory, City Bond Counsel
Nancy Hansen, Kenmore Resident
David Morton, Redmond Resident
Elizabeth Mooney, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

Patrick O'Brien, Kenmore Resident
Janet Hays, Kenmore Resident
Lynn Longpre, Kenmore Resident
Vicki Grayland, Kenmore Resident
Hans Hurn, Local 2459 Firefighters Union
Nancy Hansen, Kenmore Resident
Randy Bannecker, Seattle King County Realtors, Seattle

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AG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

The agenda was approved as written.

PROCLAMATIONS

Mayor Baker read a proclamation in support of National Recovery Month. Michael Reading, Chief of Crisis Systems and Services in King County received the proclamation.

Mayor Baker proclaimed September 2021 to be Suicide Prevention Month. NAMI Eastside Executive Director Barbie Collins Young received the proclamation.

Mayor Baker proclaimed September to be Childhood Cancer Awareness Month.

Mayor Baker read a proclamation in honor of Kenmore Air's 75th Anniversary. President and General Manager of Kenmore Air Todd Banks received the proclamation.

PUBLIC COMMENT

The Council took comments from the public from approximately 7:19 pm to 7:46 pm.

Timestamped link included here: <https://youtu.be/t0OGGwLLIho?t=4862>

CONSENT AGENDA

- A. Approve Total Check #s 47598 through 47678 totaling \$652,759.82 and payroll checks #s 10169- 10173 dated 7/02/2021 totaling \$5,805.67 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 07/02/2021 totaling \$180,410.31.
[Voucher Approval Report dated July 09, 2021](#)
- B. Minutes:
[City Council June 28, 2021, Regular Meeting Minutes](#)
[City Council July 12, 2021, Regular Meeting Minutes](#)
- C. Receive and File May 2021 Financial Report
[Agenda Bill - and Monthly Financial Report](#)
- D. Approve Resolution No. 21-366, Granting Final Plat Approval for Plat of Copper Lane
[Agenda Bill - Resolution 21-366 Copper Lane FLP](#)
[Exhibit A - Copper Lane FLP Map](#)
[Resolution 21-366 Copper Lane FLP](#)

[Vicinity Map](#)

- E. Authorize the City Manager to execute Amendment No. 10 of Contract 17-C1657 with Mott MacDonald in an amount not to exceed \$300,000
[Agenda Bill - Squire's Landing Park \(renamed Xw a d i s Park\) Project Construction Engineering Support Contract Amendment Contract Amendment No. 10](#)
- F. Approve City Small and Attractive Asset Policy
[Agenda Bill and Small and Attractive Assets Policy](#)
- G. Cancel all Regular August Meetings

MOTION: Councilmember Pfeil moved to approve the consent agenda, minus item A (Voucher Approval Report), including the items B-G listed above. Councilmember O'Cain seconded the motion.

VOTE: Motion PASSED by unanimous consent.

Consent Item A:

- A. Approve Total Check #s 47598 through 47678 totaling \$652,759.82 and payroll checks #s 10169- 10173 dated 7/02/2021 totaling \$5,805.67 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 07/02/2021 totaling \$180,410.31.
[Voucher Approval Report dated July 09, 2021](#)

Staff explained that payments made to Puget Sound Energy (pg. 2 of the attached Voucher Approval Report) are routine maintenance payments and are not tied to a new project.

MOTION: Councilmember Pfeil moved to approve consent item A (Voucher Approval Report). Councilmember O'Cain seconded the motion.

VOTE: Motion PASSED by unanimous consent.

BUSINESS AGENDA

- A. Diversity, Equity, and Inclusion Task Force Charter Adoption, presented by Human Resources Manager Leonora Palaña and Chanin Kelly-Rae, President of Chanin Kelly-Rae Consulting
[Agenda Bill - Task Force Charter](#)
[DEI Task Force Charter Draft](#)

Human Resources Manager Leonora Palaña explained that they are looking for the City Council to approve the recruitment and selection process of mobilizing the DEI Community Advisory Task Force.

MOTION: Councilmember Pfeil moved to authorize the execution, recruitment, and selection process DEI Community Advisory Task Force for the development and implementation of the DEI policy, monitoring tools/toolkit, and community engagement. Councilmember Kugler seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

- B. Public Works Shop Site Selection Phase 3 & 4, presented by Operations Manager Jennifer Gordon and Environmental Services Manager Richard Sawyer, *for Discussion and Information*
[Agenda Bill - Public Works Shop Site Search Update](#)
[2021 Public Works Site Selection Criteria and Process](#)
[Phase 3 - Property Detail Sheets](#)
[Phase 4 - Willing Seller Report](#)
[Feasibility Assessment Reports](#)

Public Works Operations Director Jennifer Gordon and Environmental Services Manager Richard Sawyer updated the Council on the Public Works Site Selection Process.

- C. *American Rescue Plan Act (ARPA) Guiding Principles, Strategy, and Community Engagement, presented by Assistant City Manager/ARPA Administrator Stephanie Lucash, for Discussion and/or Approval*
[ARPA Memorandum to Council](#)
[City Council Agenda Bill - ARPA Guiding Principles and Strategy](#)
[ARPA Presentation to Council](#)

Assistant City Manager Stephanie Lucash presented the proposed American Rescue Plan Act Guiding Principles and Big Picture Strategy for the City of Kenmore. Councilmembers discussed re-evaluating priority No. 3 on the High-Level Strategy: "Backfill some or all of the costs the City has incurred for pandemic response." Council consensus was to remove item No. 3 from the guiding principles, provided below:

- 1) Provide immediate relief to residents in need
- 2) Provide immediate life to businesses I need
- 3) Backfill some or all other costs the City has incurred for pandemic response
- 4) Position the City, community, and businesses to transition into a post-COVID era (i.e., long-term recovery)
- 5) Consider enduring, legacy projects that will be bold investments in Kenmore's future

MOTION: Councilmember O'Cain moved to approve the proposed American Rescue Plan Act Guiding Principles and Big Picture Strategy for the City of Kenmore, excluding item 3 ("Backfill some or all other costs the City has incurred for pandemic responses"). Councilmember Pfeil seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

- D. *Bond Ordinances, presented by Finance & Administration Director Leticia Salcido, for Adoption*

[Agenda Bill and Bond Ordinance No. 21- 530](#)

Finance and Administration Director Leticia Salcido presented Ordinance No. 21-530 to Council. The first reading of the ordinance was conducted on July 19, 2021. The City's current Financial Advisor, Justin Monwai of Piper Sandler, and Bond Counsel Deanna Gregory of Pacifica Law Group were present to answer questions.

MOTION: Deputy Mayor Herbig moved to Adopt Bond Ordinance No. 21-530, authorizing the issuance of One or More series of Unlimited Tax General Obligation bonds of the City in the aggregate principal amount of not to exceed \$10,000,000 to finance costs related to constructing, developing, acquiring, equipping upgrading, and improving walkways and waterfront access in the City and paying costs of issuing the bonds; providing the form, terms, and covenants of the bonds; providing for the disposition of the proceeds of the sale of the bonds; delegating authority to approve the final terms of the bonds; and providing for matters relating thereto. Councilmember O'Cain seconded the motion. Councilmember O'Cain seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. Motion CARRIED.

- E. ***Ordinance 21-0523, Relating to Signs; Amending Chapters 18.20, 18.42, 16.68, 5.70, 9.40 of the Kenmore Municipal Code, presented by Community Development Director Bryan Hampson, for a Public Hearing and Action***
[Agenda Bill- Sign Code Amendments](#)
[Ordinance No. 21-0523-Sign Code Amendments](#)
[Exhibit A- Ordinance 21-0523 - Sign Code Amendments](#)

Development Services Director Bryan Hampson and City Attorney Charlotte Archer explained that in 2015, the United States Supreme Court issued its decision in Reed v. Town of Gilbert, which provided direction and guidance for cities and counties to review and update sign regulations. The review has been complete, and amendments are now brought forth in Ordinance 21-0523.

Public Hearing

Mayor David Baker Opened the **public hearing** at 9:36 pm, timestamped here, <https://youtu.be/t0OGGwLLIho?t=12966>. The **public hearing** was closed at 9:43 pm.

The following persons gave testimony:

- Patrick O'Brien, Kenmore Resident
- Randy Bannecker, Seattle King County Realtors

MOTION: Councilmember Marshall moved to Adopt Bond Ordinance No. 21-524, relating to Signs and amending chapters 18.20, 18.42, 16.68, 5.70, 9.40 of the Kenmore Municipal Code, with the correction proposed by Development Services Director Bryan Hampson (remove the strikethrough from the word *private* in Exhibit A, section 18.42.040, section B of the provided documents). Councilmember O'Cain seconded the motion.

VOTE: 6 Yes, 0 No, 1 Abstain. MOTION CARRIED.

- F. ***Ordinance 21-0524, Amending sections 18.20.098, 18.29.070, and Chapter 18.40 of the Municipal Code to limit parking requirements for Low-income, Senior, Disabled, and Market-Rate housing located near High-Quality Transit Service, presented by Development Services Director Bryan Hampson, for a Public Hearing and Action***
[Agenda Bill- Parking Amendments](#)
[Ordinance No. 21-0524 GMA Parking Amendments \(RCW 36.70A.620\)](#)

[Exhibit 1-Ordinance No. 21-0524 - Parking Code Amendments \(RCW 36.70A.620\)](#)

Development Services Director Bryan Hampson explained that in 2020, the State Legislature adopted RCW 36.70A.620, limiting the amount of parking required by counties and cities for low-income, senior, disabled, and market-rate housing units located near high-quality transit service.

Public Hearing

Mayor David Baker Opened the **public hearing** at 10:09 pm, timestamped here, <https://youtu.be/t0OGGwLLlho?t=14954>. The **public hearing** was closed at 10:14 pm.

The following persons gave testimony:

- Phyllis Finley, Kenmore Resident
- Stacey Valenzuela, Kenmore Resident

MOTION: Councilmember Pfeil moved to return Ordinance 21-0524 for an internal DEI (Diversity, Equity, and Inclusion) review. Mayor Baker seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

STAFF REPORT

There were no staff reports.

COUNCIL REPORTS AND COMMENTS

MOTION: Councilmember Marshall moved to suspend the Council Rules. Councilmember Pfeil seconded the motion.

VOTE: Motion PASSED by unanimous consent.

MOTION: Councilmember O'Cain moved to ask the City to write a letter to Governor Inslee requesting an executive order to halt the production of asphalt during very unhealthy and hazardous conditions. Deputy Mayor Herbig seconded the motion.

VOTE: Motion PASSED by unanimous consent.

ADJOURNMENT

Mayor Baker adjourned the meeting at 10:58 pm.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

07/10/2021 - 07/23/2021

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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 47679 through 47802: \$2,187,659.51

ACH Payment to: Thomco Construction: \$ 736,845.57

07/16/21 Payroll Ck. #10174 in the amount of: \$ 145.75

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 07/16/2021: \$178,064.58

Rob Karlinsky

Rob Karlinsky (Jul 26, 2021 13:07 PDT)

City Manager / Date

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
THOMCO CONSTRUCTION, INC.	1004	07/23/2021	20-C2144 June Juanita Dr. Ped/Bike Project	736,845.57
AFLAC	47679	07/16/2021	Employee Medical/Disability Plans	216.19
CITY OF KENMORE	47680	07/16/2021	Wages Overpayment Reimbursement	50.00
DEPARTMENT OF LABOR AND INDUSTRIES	47681	07/16/2021	City of Kenmore	4,081.15
DEPARTMENT OF LABOR AND INDUSTRIES	47682	07/16/2021	Void	-
EMPLOYMENT SECURITY DEPARTMENT	47683	07/16/2021	Paid Family & Medical Leave	1,427.45
EMPLOYMENT SECURITY DEPARTMENT	47684	07/16/2021	Void	-
ICMA RETIREMENT C/O ALLFIRST BANK/109964	47685	07/16/2021	City of Kenmore 401a	19,581.37
ICMA RETIREMENT TRUST 457 / 304745	47686	07/16/2021	ICMA 457 Deferred Comp	8,005.70
LINCOLN NATIONAL LIFE INSURANCE	47687	07/16/2021	Life Ins/ADD & LTD	1,475.63
NATIONAL LIFE OF VERMONT	47688	07/16/2021	Life Insurance	123.17
STATE OF FLORIDA DISBURSEMENT UNIT	47689	07/16/2021	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	47690	07/16/2021	Employee Charitable Contribution	118.46
AWC EMPLOYEE BENEFIT TRUST	47691	07/21/2021	Employee Health Insurance	75,131.32
AWC EMPLOYEE BENEFIT TRUST	47692	07/21/2021	Void	-
AWC EMPLOYEE BENEFIT TRUST	47693	07/21/2021	Void	-
ADVANCE TESTING & SERVICE INC	47694	07/23/2021	6728 NE 181st New Backflow Assembly Testing	60.00
ALBIRO ENERGY, LLC	47695	07/23/2021	City Hall Cooling Issue Repair	762.00
AM TEST, INC	47696	07/23/2021	Log Boom Park Water Sample Testing	50.00
AMERICAN CITY BUSINESS JOURNALS, INC.	47697	07/23/2021	Puget Sound Business Journal Digital Subscription	135.00

V. B. Approve Total Check #s 47697 through 47802 totaling \$2,187,659.51 ...

BAKER, DAVID	47698	07/23/2021	Reimbursement for NLC Conference Registration	745.00
BANNER BANK BAKER	47699	07/23/2021	AWC Conference/Zoom Charges	145.53
BELMONT HOMES	47700	07/23/2021	Deposit Refund ENG19-0376	7,500.00
CALPORTLAND COMPANY	47701	07/23/2021	Gravel for Surface Water Dept.	104.24
CALPORTLAND COMPANY	47702	07/23/2021	Gravel for Surface Water Project	237.13
CALPORTLAND COMPANY	47703	07/23/2021	Crushed Rock for SR #18887	79.55
CANON FINANCIAL SERVICES, INC.	47704	07/23/2021	July 2nd Floor Photocopier Lease	266.08
CASCADE PEST CONTROL	47705	07/23/2021	Rhododendron Park Monthly Pest Control	154.58
CASCADIA CONSULTING GROUP, INC.	47706	07/23/2021	21-C2679 5/26-6/25 Climate Action Plan Svcs	13,781.25
CECCANTI, INC.	47707	07/23/2021	19-C1977 June W. Sammamish Bridge Project	928,851.21
CHICAGO TITLE	47708	07/23/2021	Mailing Labels for Jones & Sanda Short Plats	7.72
COMCAST	47709	07/23/2021	City Hall & Hangar Internet	2,137.62
COMCAST BUSINESS	47710	07/23/2021	7/13-8/13 City Hall Cable & Internet	152.10
COMCAST BUSINESS	47711	07/23/2021	7/10-8/09 Squire's Landing Internet	69.95
CROSSROAD SIGN	47712	07/23/2021	W. Samm. Bridge Utility Cabinet Wrap	2,538.91
DAILY JOURNAL OF COMMERCE	47713	07/23/2021	ARPA Legal Notices 7/9 & 7/16/21	249.40
DAVID CHAMBLISS	47714	07/23/2021	Refund 80% BLD21-0157 Cancelled Permit	496.65
DEPARTMENT OF LABOR AND INDUSTRIES	47715	07/23/2021	2nd Qtr 2021 Volunteer Hours	2.38
FERGUSON ENTERPRISES INC #3011	47716	07/23/2021	Surface Water Project Materials	112.66
FOSTER GARVEY PC	47717	07/23/2021	Attorney Svcs - Elizabeth Court Condemnation	3,187.50
FOSTER GARVEY PC	47718	07/23/2021	Moore Condemnation Attorney Svcs	6,852.50
FRUHLING SAND & TOPSOIL	47719	07/23/2021	Vegetation & Concrete Disposal	303.00
FUN TIMES ICE CREAM	47720	07/23/2021	National Night Out Ice Cream Vendor	300.00
HAULAWAY STORAGE CONTAINERS, INC.	47721	07/23/2021	6/11-7/8 Rhododendron Park Container Rental	95.79
HDR ENGINEERING, INC	47722	07/23/2021	16-C1625 5/23-6/26 Juanita Dr. Ped/Bike Proj.	17,095.69
HONEY BUCKET	47723	07/23/2021	6/28-7/25/21 Public Works Yard Rental	156.75
HONEY BUCKET	47724	07/23/2021	7/10-8/6 Squire's Landing Rental	240.35
INSLEE, BEST, DOEZIE & RYDER, P.S.	47725	07/23/2021	May Legal Svcs	22,578.58
KBA INC.	47726	07/23/2021	18-C1846 June W. Sammamish Bridge Mgmt.	93,605.69
KBA INC.	47727	07/23/2021	18-C1846 Feb. W. Sammamish Bridge Project	71,099.95
KENMORE ELEMENTARY	47728	07/23/2021	2nd Qtr Human Svcs Funding	1,250.00
KENMORE MIDDLE SCHOOL	47729	07/23/2021	2nd Qtr Human Svcs Funding	2,650.00
KING COUNTY BAR ASSOCIATION	47730	07/23/2021	2nd Qtr Human Svcs Funding	250.00
KING COUNTY FINANCE	47731	07/23/2021	June Small Cities Screening Reimbursement	81.00
KING COUNTY FINANCE	47732	07/23/2021	IW Letter of Authorization/68th Ave Ped/Bike Proj.	800.00
KING COUNTY FINANCE	47733	07/23/2021	June Road Svcs - Traffic Signage	1,961.26
KING COUNTY FINANCE	47734	07/23/2021	IW Letter of Authorization/68th Ped/Bike Proj.	800.00

V. B. Approve Total Check #s 47697 through 47802 totaling \$2,187,659.51 ...

KING COUNTY FINANCE	47735	07/23/2021	80th/175th ROW Trash Disposal	53.96
KING COUNTY FINANCE	47736	07/23/2021	June Road Svcs - Traffic Maintenance	5,092.54
KING COUNTY SHERIFF	47737	07/23/2021	June Radar Emphasis Overtime	875.82
KLB CONSTRUCTION, INC.	47738	07/23/2021	20-C2143 June 68th Ave Ped/Bike Construction	732,128.61
KNOCKOUT PLUMBING & MECHANICAL LLC	47739	07/23/2021	Refund PLU21-0506/BLD21-0363	235.20
LAKE CITY PARTNERS ENDING HOMELESSNESS	47740	07/23/2021	2nd Qtr Human Svcs Funding	1,125.00
MARY'S PLACE	47741	07/23/2021	2nd Qtr Human Svcs Funding	6,250.00
MINUTEMAN PRESS	47742	07/23/2021	School Signs	953.23
MINUTEMAN PRESS	47743	07/23/2021	ADA Mailers	3,902.77
MOTT MACDONALD GROUP, INC.	47744	07/23/2021	17-C1657 May Squire's Landing Design/Permitting	13,136.66
MOTT MACDONALD GROUP, INC.	47745	07/23/2021	17-C1656 May Log Boom Park Waterfront Proj.	1,646.03
MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	47746	07/23/2021	Aug. Town Square/Hangar Trash/Recycling	500.00
MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	47747	07/23/2021	Sept. Town Square/Hangar Trash/Recycling	500.00
MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	47748	07/23/2021	July Town Square/Hangar Trash/Recycling	500.00
NELSON ELECTRIC, INC.	47749	07/23/2021	City Hall Exterior Electrical Repairs	493.25
NELSON ELECTRIC, INC.	47750	07/23/2021	City Hall Fountain Repair	3,577.15
NELSON ELECTRIC, INC.	47751	07/23/2021	City Hall Exterior Lighting Repairs	1,969.69
NORTHSHORE ROTARY CLUB	47752	07/23/2021	2nd Quarter Dues	60.00
NORTHSHORE SENIOR CENTER	47753	07/23/2021	2nd Qtr Human Svcs Funding	6,250.00
NORTHSHORE SENIOR CENTER	47754	07/23/2021	2nd Qtr Human Svcs Transportation/Meals	2,000.00
NORTHSHORE SENIOR CENTER	47755	07/23/2021	2nd Qtr Human Svcs/Adult Day Health	1,250.00
NORTHSHORE UTILITY DIST	47756	07/23/2021	Squire's Landing Technical Review Fee	1,400.00
OFFICE DEPOT	47757	07/23/2021	Pen Holder	0.61
OLYMPIC ENVIRONMENTAL RESOURCES INC	47758	07/23/2021	Recycling Collection Event	14,754.07
OSBORN CONSULTING INC.	47759	07/23/2021	19-C2012 June 61st Pl. NE Slope Assessment	3,796.99
PACIFIC AIR CONTROL, INC.	47760	07/23/2021	Aug. - Oct. HVAC Maintenance Contract	2,329.99
PACIFIC OFFICE AUTOMATION	47761	07/23/2021	Monthly Maint. 1st Floor Temperature Scanners	92.04
PACIFIC TOPSOILS	47762	07/23/2021	5/27-6/26 Materials Purchased & Disposal Fees	946.97
PASIFIKA ARTIST NETWORK LLC	47763	07/23/2021	7/15 Virtual Concert	1,000.00
PUGET SOUND ENERGY	47764	07/23/2021	Street Lights/Traffic Signals/Gas/Electricity	12,465.24
QUALITY BUSINESS SYSTEMS / WELLS FARGO	47765	07/23/2021	7/5-8/4 1st Fl. Copier Lease & Annual Taxes	1,495.48
QUALITY BUSINESS SYSTEMS INC.	47766	07/23/2021	Qtr 2 1st Floor Copier B/W & Color Overage Chgs	509.29
QUALITY WATER FINANCIAL	47767	07/23/2021	2nd Floor City Hall Filtered Water System	50.59
QUALITY WATER FINANCIAL	47768	07/23/2021	1st Floor City Hall Filtered Water System	66.00
QUALITY WATER FINANCIAL	47769	07/23/2021	Public Works Office Filtered Water System	66.00
RFI ENTERPRISES INC.	47770	07/23/2021	City Hall Access Control Maintenance	1,760.50
SCORE	47771	07/23/2021	June Inmate Housing	3,584.00
SHRED IT, C/O STERICYCLE, INC>	47772	07/23/2021	April Shredding Svcs	183.38

SHRED IT, C/O STERICYCLE, INC>	47773	07/23/2021	May Shredding Svcs	90.43
SMS CLEANING, INC.	47774	07/23/2021	Monthly City Hall/Hangar/PW Office Cleaning	6,495.00
SOUND SAFETY PRODUCTS CO.	47775	07/23/2021	Work Gear for Seasonals	284.65
SOUND SAFETY PRODUCTS CO.	47776	07/23/2021	Seasonal Work Boots	164.48
SOUND SAFETY PRODUCTS CO.	47777	07/23/2021	Seasonal Work Boots	154.55
STAPLES ADVANTAGE	47778	07/23/2021	Parks Maintenance Supplies	152.18
STAPLES ADVANTAGE	47779	07/23/2021	Parks Maintenance Supplies	280.44
STEWART MACNICHOLS HARMELL, INC.	47780	07/23/2021	June Public Defense Services	5,000.00
TOTAL LANDSCAPE CORP	47781	07/23/2021	Parks Landscape Maintenance	5,642.63
TOTAL LANDSCAPE CORP	47782	07/23/2021	City Hall & Parks Landscape Maint.	5,030.02
TRANSCO GROUP USA INC.	47783	07/23/2021	19-C2104 6/1-7/2 Citywide Safety Projects	1,403.53
TRC ENVIRONMENTAL CORPORATION	47784	07/23/2021	April Legal Counsel - Cadman Asphalt Plant	972.54
TYLER TECHNOLOGIES, INC.	47785	07/23/2021	Annual Financial Software Maint.	19,697.87
U.S. BANK N.A. / CUSTODY	47786	07/23/2021	Quarterly Investment Safekeeping Chgs	84.00
U.S. BANK PURCHASE CARDS	47787	07/23/2021	Membership Dues & Training Registration	119.96
U.S. BANK PURCHASE CARDS	47788	07/23/2021	L&I Elevator/Amazon	1,343.32
U.S. BANK PURCHASE CARDS	47789	07/23/2021	Office Supplies, Comp Equipment, Headsets, Spec E	4,837.43
U.S. BANK PURCHASE CARDS	47790	07/23/2021	Void	-
U.S. BANK PURCHASE CARDS	47791	07/23/2021	Proj. Mgmt Inst./Braille Works/Interstrength Press	627.38
U.S. BANK PURCHASE CARDS	47792	07/23/2021	Training, SWM Supplies, Trailer Parts, & Tools	523.06
U.S. BANK PURCHASE CARDS	47793	07/23/2021	Council Furniture, Hangar Maint, Park Maint, Repai	1,779.53
U.S. BANK PURCHASE CARDS	47794	07/23/2021	Zips Truck Equip./Special Olympics WA	119.16
U.S. BANK PURCHASE CARDS	47795	07/23/2021	Volgistics/Amazon/Survey Monkey	201.63
U.S. BANK PURCHASE CARDS	47796	07/23/2021	Coderubik/Facebook	196.00
U.S. BANK PURCHASE CARDS	47797	07/23/2021	Council Mtg. Zoom, Comp Repair, CH Phone Service	2,926.77
U.S. BANK PURCHASE CARDS	47798	07/23/2021	Zoom/ICMA/Code 4 PSEA/AWC/Semiahmoo/Amazon	2,359.38
U.S. BANK PURCHASE CARDS	47799	07/23/2021	Shutterstock/Vcita/Wix.com	102.38
UNITED STATES POSTMASTER	47800	07/23/2021	Spring Newsletter Postage	1,832.76
UPS STORE KENMORE	47801	07/23/2021	Port of Seattle Grant/Business Training Manuals	354.91
WEINSTEIN AU LLC	47802	07/23/2021	City Hall Office Addition Design	5,450.00
DRS 457	DFT0001049	07/16/2021	DRS 457 Deferred Comp	1,100.99
AVIDIA HEALTH	DFT0001050	07/16/2021	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001051-1056	07/16/2021	Public Employees Retirement	30,588.33
NAVIA	DFT0001057	07/16/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0001058	07/16/2021	Federal Taxes	22,226.71
NATHAN LOUISIS	10174	7/16/2021	Payroll Check	145.75
PAYROLL	Electronic Dep.	7/16/2021	Direct Deposit	123,532.01
				<u><u>\$ 3,102,715.41</u></u>

V. B. Approve Total Check #s 47697 through 47802 totaling \$2,187,659.51 ...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1,232.00
0024	BAKER, DAVID	745.00
0037	BASTYR UNIVERSITY	50,000.00
0054	BULGER SAFE & LOCK, INC.	77.98
0064	CASCADE PEST CONTROL	1,013.10
0067	CENTER FOR HUMAN SERVICES	14,550.00
0076	CITY OF BELLEVUE	42,995.67
0081	CITY OF KENMORE	600.00
0083	CITY OF LAKE FOREST PARK	49,950.00
0092	CODE PUBLISHING COMPANY	4,445.86
0099	CONSOLIDATED PRESS	8,930.08
0106	CROWN PRODUCTS LLC	514.20
0109	DAILY JOURNAL OF COMMERCE	1,745.95
0111	DEPARTMENT OF ECOLOGY	10,561.00
0121	REPUBLIC SERVICES	5,582.43
0130	EMPLOYMENT SECURITY DEPARTMENT	9,388.20
0137	FERGUSON ENTERPRISES INC #3011	655.66
0145	FRUHLING SAND & TOPSOIL	1,069.79
0151	CALPORTLAND COMPANY	2,005.83
0169	HERRERA ENVIRONMENTAL CONSULTANTS	4,276.16
0173	HOME DEPOT CREDIT SERVICES	2,692.67
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	136,186.50
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	2,765.48
0191	INTERNATIONAL INST OF MUNI CLERKS	210.00
0197	JET CITY PRINTING	1,125.98
0205	KENMORE HERITAGE SOCIETY	100.00
0206	KENMORE MIDDLE SCHOOL	8,050.00
0212	KING COUNTY FINANCE W.L.R.D.	3,765.86
0218	KING COUNTY FINANCE	3,364.73
0219	KING COUNTY FINANCE	65,417.51
0230	KING COUNTY RADIO COMM SERVICES	601.14
0233	KING COUNTY SHERIFF	1,743,125.80
0235	KING COUNTY TREASURY	41,217.28
0251	LIGHTHOUSE CONSULTING INC	79,479.71
0261	PENDLETON CONSULTING LLC	3,200.00
0267	MR. T'S TROPHIES & AWARDS LLC	105.84
0285	NORTHSHORE FIRE DEPT	1,960.00
0286	NORTHSHORE SCHOOL DISTRICT	295,693.00
0287	NORTHSHORE SENIOR CENTER	27,400.00
0288	NORTHSHORE UTILITY DIST	81,091.97
0292	HONEY BUCKET	2,624.32
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	2,197.76
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	17,099.07
0310	PACIFIC TOPSOILS	4,588.98
0327	PUGET SOUND CLEAN AIR AGENCY	19,396.00
0328	PUGET SOUND ENERGY	146,067.33
0345	SEATTLE TIMES	2,683.01
0346	SECRETARY OF STATE	20.00
0355	STAPLES ADVANTAGE	7,884.72
0356	STATE AUDITOR'S OFFICE	2,318.55
0357	STEWART MACNICHOLS HARMELL, INC.	35,000.00

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	57,780.65
0371	UNITED STATES POSTMASTER	5,486.58
0375	US POSTAL SERVICE (HASLER)	3,688.02
0385	WA ASSOC OF BUILDING OFFICIALS	2,000.00
0386	WA ASSOC OF CODE ENFORCEMENT	20.00
0387	WA CITIES INSURANCE AUTHORITY	382,432.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	325.00
0390	WA FINANCE OFFICERS ASSOCIATION	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	801.79
0401	WA STATE DEPT OF TRANSPORTATION	13,203.90
0405	WASHINGTON STATE OFFICE CASH MGMT	1,150.00
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	16,271.25
0424	ICMA RETIREMENT TRUST 457 / 304745	111,496.53
0425	DRS 457	15,162.61
0426	AFLAC	1,513.33
0428	BANK OF AMERICA 941	278,599.10
0429	AWC EMPLOYEE BENEFIT TRUST	493,642.34
0431	DEPARTMENT OF RETIREMENT SYSTEMS	464,782.82
0432	DEPARTMENT OF LABOR AND INDUSTRIES	25,897.39
0434	UNITED WAY OF KING COUNTY	829.22
0436	NATIONAL LIFE OF VERMONT	862.19
0448	UPS STORE KENMORE	417.71
0450	AURORA RENTS	3,555.91
0484	CITY WIDE FENCE COMPANY, INC	825.75
0497	DAY WIRELESS SYSTEMS	153.72
0542	AMERICAN SOCIETY OF COMPOSERS	367.00
0558	SNOHOMISH COUNTY	1,684.00
0586	QUADIENT LEASING USA, INC.	1,420.28
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	6,017.79
0610	WA STATE DEPT OF TRANSPORTATION	27,465.77
0617	KING COUNTY FINANCE	8,922.78
0685	PACE ENGINEERS, INC.	9,200.50
0689	DIGITAL REPROGRAPHICS SERVICES INC.	984.50
0690	BUILDERS EXCHANGE OF WASHINGTON INC	196.70
0692	HDR ENGINEERING, INC	463,096.67
0696	AMERICAN GENERAL LIFE GPO/400S	1,959.44
0743	BANNER BANK NO	950.21
0781	QUALITY BUSINESS SYSTEMS INC.	1,916.38
0791	NORTHSHORE ROTARY CLUB	180.00
0817	GRAINGER	445.26
0831	NORTHSHORE PARK & REC SERVICE AREA	2,720.00
0892	JACOBS ENGINEERING GROUP	82,837.86
0898	ZONAR SYSTEMS	528.21
0899	SHRED IT, C/O STERICYCLE, INC>	962.32
0913	KENMORE ELEMENTARY	2,500.00
0981	COMCAST BUSINESS	1,811.55
0994	GORDON THOMAS HONEYWELL	23,408.80
1003	IWORQ SYSTEMS	2,800.00
1010	WESTLAKE HARDWARE WA-153	1,260.95
1034	EMERALD FIRE LLC	517.47
1045	HORIZON DISTRIBUTORS INC	1,782.47
1052	FIRE PROTECTION, INC	12,183.34
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1123	AM TEST, INC	1,475.00
1148	AGORA REFRESHMENTS	252.84
1152	WASHINGTON ENERGY SERVICES CO. LLC	268.80
1168	SCHINDLER ELEVATOR CORPORATION	9,513.58

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1197	MILLER STEPHENS, MARY	7,500.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	3,850.00
1216	ADVANCE TESTING & SERVICE INC	1,626.00
1222	OLSON BROTHERS PRO VAC	26,247.17
1267	ALBIREO ENERGY, LLC	762.00
1299	VERIZON WIRELESS	1,445.51
1309	BANNER BANK BAKER	5,811.01
1311	WASHINGTON STATE PATROL	1,107.35
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	3,300.00
1326	JOYCE ZIKER PARKINSON	1,087.50
1331	KBA INC.	594,897.45
1337	STATE OF WA DEPT. OF LICENSING	0.40
1339	STATE OF WA DEPARTMENT OF LICENSING	20.00
1345	SHERWIN WILLIAMS CO. #8099	391.95
1358	ALPHAGRAPHICS	333.31
1359	EVERGREEN FIRE AND SAFETY, INC.	466.95
1372	AAA PRINTING	412.87
1383	CHICAGO TITLE	250,007.72
1385	CITYWORKS/ AZTECA SYSTEMS INC.	33,030.00
1387	ST OF WA DEPT OF FISH & WILDLIFE	40.00
1390	UTILITIES UNDERGROUND LOCATION CTR	1,229.37
1403	OSBORN CONSULTING INC.	146,909.17
1431	BRIEN, GAYLYNN	300.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	358.15
1459	FLEMINGS HOLIDAY LIGHTING LLC	2,547.71
1482	HIGHWIRE	543.12
1492	MACDONALD MILLER FACILITY SOLUTIONS	13,728.96
1500	MARINE FLOATS CORPORATION	3,456.20
1504	SCORE	43,229.86
1524	GRANICUS LLC	20,140.46
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1555	LINCOLN NATIONAL LIFE INSURANCE	10,255.67
1580	NORTHWEST TROPHY	165.00
1644	PASIFIKA ARTIST NETWORK LLC	1,000.00
1673	KPFF CONSULTING ENGINEERS	251,577.89
1689	MOTT MACDONALD GROUP, INC.	175,863.77
1701	THE SEATTLE TIMES NIE	256.45
1704	BANNER BANK RK	489.46
1708	APPLIED CONCEPTS, INC.	3,512.19
1711	SOFTWAREONE, INC.	11,925.63
1712	SITEIMPROVE, INC.	3,356.95
1731	NORTHWEST ARBORICULTURE LLC	792.72
1739	FIX AUTO	1,259.22
1754	RFI ENTERPRISES INC.	1,978.50
1763	REID, JAMES FALCONER	6,772.50
1789	BLUEBEAM, INC.	349.00
1791	PROFFITT, QUINN	220.10
1800	NORTHWEST PRECISION BUILDERS	60,004.22
1814	YSI INCORPORATED, A XYLEM BRAND	1,403.12
1816	NAVIA	20,231.56
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	5,695.52
1829	SHI INTERNATIONAL CORP.	1,400.87
1838	AVIDIA HEALTH	1,400.00
1863	HAULWAY STORAGE CONTAINERS, INC.	382.05
1884	CADMAN MATERIALS, INC.	750.12
1885	NATIONAL BARRICADE CO., LLC	1,977.24
1889	WILLIAMS, KASTNER & GIBBS PLLC	39,331.18

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1900	ASPECT CONSULTING LLC	1,912.75
1927	GAMETIME	2,614.88
1930	T MOBILE USA, INC.	5,082.08
1932	U.S. BANK N.A. / CUSTODY	248.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	220.00
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	655.10
1964	EARTHWORKS	13,360.72
1970	CROSSROAD SIGN	2,538.91
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	3,500.00
1980	HRA VEBA TRUST	39,157.26
1993	HYAS GROUP, LLC	3,750.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,250.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	74,846.99
2007	HYDROPOINT DATA SYSTEMS, INC.	2,072.00
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	4,734.30
2035	JURASSIC PARLIAMENT	1,600.00
2047	PUGET SOUND PLANTS	2,382.38
2048	SMS CLEANING, INC.	38,970.00
2079	ZESBAUGH, INC.	638.58
2081	SHANNON & WILSON, INC.	7,790.50
2095	TRANSCO GROUP USA INC.	13,182.55
2096	TUPLING, SANDRA	146.50
2109	SEATOWN DEVELOPMENT GROUP	7,500.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	265,719.91
2145	NORTHWEST ELECTRIC AND SOLAR	536.74
2157	SOUND SAFETY PRODUCTS CO.	1,345.35
2159	TRAILER BOSS	9,032.10
2175	ELECTRONIC BUSINESS MACHINES	1,146.63
2176	CANON FINANCIAL SERVICES, INC.	1,862.56
2183	SISKUN POWER EQUIPMENT	5,475.64
2184	DIVERSIFICATION INC.	2,855.55
2209	MORUP SIGNS, INC.	3,616.79
2211	PRECISION FUEL SOLUTIONS	1,684.53
2221	O'REILLY/FIRST CALL	86.63
2224	BROWN, STEPHANIE	31.98
2226	QUANTUM HOMES	7,500.00
2227	EARTHCORPS	1,838.67
2236	COMCAST	16,097.22
2242	MARY'S PLACE	12,500.00
2249	KING COUNTY BAR ASSOCIATION	500.00
2250	NAMI EASTSIDE	750.00
2252	TRUGREEN	1,023.94
2254	U.S. BANK PURCHASE CARDS	86,630.06
2259	MINUTEMAN PRESS	14,407.83
2262	DILIGENT CORPORATION	17,220.25
2270	LAKESIDE INDUSTRIES	914.10
2285	QUALITY WATER FINANCIAL	1,080.13
2298	WAPRO	145.00
2318	PIXEYES GRAPHICS & DESIGN	780.00
2327	PACIFIC AIR CONTROL, INC.	7,696.81
2340	MOJO STRATEGIES	1,562.50
2353	NORTHSHORE SCHOOLS FOUNDATION	750.00
2362	CHASEWEST VENTURES, INC.	2,175.00
2379	JENNIFER DIXON	8,473.00
2382	FOCUS TOOLS & ENGINEERING, INC.	11,723.40
2385	TACOMA SCREW PRODUCTS, INC.	47.75

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2386	CECCANTI, INC.	10,181,710.41
2392	DEPARTMENT OF COMMERCE	21,885.05
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHWE	1,304.69
2396	ZIPLY FIBER	5,191.10
2402	PACIFIC OFFICE AUTOMATION	594.12
2403	AMERICALL	984.00
2411	STELL ENVIRONMENTAL ENTERPRISES, INC	6,824.10
2413	ICLEI	1,200.00
2416	KIERA CONDON	1,600.00
2419	MIKE FOLDEN PRODUCTIONS	400.00
2425	THOMCO CONSTRUCTION, INC.	3,286,004.89
2434	PSR MECHANICAL	24,665.15
2459	NELSON ELECTRIC, INC.	18,989.64
2468	DAVIDSON MACRI SWEEPING, INC.	10,393.44
2473	THE ROOT OF US LLC	2,000.00
2482	KIMLEY HORN AND ASSOCIATES, INC.	22,410.00
2486	CASCADIA LAW GROUP	16,962.75
2489	THE ORIGINAL POOP BAGS	2,223.79
2508	SERENITY DILLAWAY	100.00
2511	SALCIDO, LETICIA	1,016.68
2512	CARAHSOFT TECHNOLOGY CORPORATION	3,630.00
2513	DGR DEVELOPMENT, INC.	7,500.00
2514	STAN YAO	7,804.00
2517	CLEARVIEW NURSERY, INC.	392.12
2518	CYSTIC FIBROSIS FOUNDATION	100.00
2519	HAMBELL	375.00
2520	KING COUNTY FINANCE	15.00
2521	UNITED PRINT SIGNS GRAPHICS	385.35
2522	TRC ENVIRONMENTAL CORPORATION	13,145.24
2523	ALL AROUND FENCE COMPANY	990.90
2524	VARITECH INDUSTRIES INC.	3,855.02
2525	SERVICE ELECTRIC CO. INC.	743.18
2526	CONVERGINT TECHNOLOGIES	5,259.61
2527	SHOC NETWORKS	8,222.78
2528	HIATT PARK LLC	16,306.20
2529	FORCE AMERICA DISTRIBUTING LLC	440.40
2530	CASCADIA CONSULTING GROUP, INC.	46,781.25
2531	BCN TELECOM, INC.	1,829.57
2532	BIO CLEAN, INC.	1,596.45
2533	JAMES R. WAGNER JR.	500.00
2535	BRASS MONKEY INVESTMENTS LLC	54.90
2536	JOHNSON ELECTRIC, INC.	7,727.92
2537	HUNTINGTON TECHNOLOGY FINANCE	47,388.75
2538	SHAWN PECKHAM	50.90
2539	C + C INC.	1,000.00
2540	CHILD CARE RESOURCES	375.00
2541	TOWN CENTER HARDWARE	115.26
2542	DEERE & COMPANY	9,074.74
2543	FOSTER GARVEY PC	15,210.00
2544	ACTION SERVICES CORPORATION	1,456.00
2545	KLB CONSTRUCTION, INC.	2,138,320.31
2546	1901 WLD KENMORE 68TH LLC	31.50
2547	OSW EQUIPMENT & REPAIR, LLC	4,980.85
2548	CAMP UNITY EASTSIDE	6,400.00
2549	DAVID EVANS	192.33
2550	THOMAS & MARIANNE IVEY	7,500.00
2551	MICHAEL O'LEARY	171.68
2552	WEINSTEIN AU LLC	8,616.05

Vendor Purchasing Report

For Date Range 01/01/2021 - 07/23/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2553	TICOR TITLE	250,000.00
2554	ECONOMY FENCE CENTER	9,459.11
2555	VTO SCULPTURE	18,786.50
2557	NOVA BUILD INC	7,500.00
2558	FOREMOST PROMOTIONS	104.08
2559	KING COUNTY DEPT OF ADULT & JUVENILE DETENTION	736.53
2561	PRR, INC	15,498.36
2562	ABS VALUATION	3,000.00
2563	BELMONT HOMES	7,500.00
2564	DAVID CHAMBLISS	496.65
2565	KNOCKOUT PLUMBING & MECHANICAL LLC	235.20
2566	AMERICAN CITY BUSINESS JOURNALS, INC.	135.00
2569	FUN TIMES ICE CREAM	300.00
Vendor Set Vendor Set 01 Total:		24,288,654.46

AP-7-10 to 7-23

Final Audit Report

2021-07-27

Created:	2021-07-27
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeDyXIkN3LIqbZhkljLovivP5ujZgwSgl

"AP-7-10 to 7-23" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-07-27 - 3:29:04 AM GMT- IP address: 50.235.209.34
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
2021-07-27 - 3:29:26 AM GMT
-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
2021-07-27 - 6:06:45 AM GMT- IP address: 24.22.167.111
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2021-07-27 - 6:07:20 AM GMT - Time Source: server- IP address: 24.22.167.111
-  Agreement completed.
2021-07-27 - 6:07:20 AM GMT



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City Council Consent Agenda Item City of Kenmore, WA

Subject/Topic: Emergency Rule 21-01 While the COVID-19 emergency remains in effect, it is necessary to officially rescind three City emergency proclamations that have been preempted by State and County actions and to approve a resolution to repeal their ratification. Proposed Council Action/Motion: 1) Approve Proclamation No.21-01 to rescind three emergency proclamations 2) Approve Resolution No. 21-369 to repeal resolutions and Council ratification of three emergency proclamations	For Council Meeting Agenda of: August 2, 2021 Department: City Manager Prepared by: Stephanie Lucash, ACM/ARPA Administrator <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">SL, 7/26/21</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">DR, 7/28/21</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">LS 7/26/21</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK, 7/26/21</td></tr> </table> Exhibits/Attachments: • Proclamation Rescinding Certain Emergency Proclamations • Resolution Repealing Certain COVID-19 Emergency Rules • Table Showing 2020-2021 Emergency Proclamations and Resolutions		<u>Initial & Date</u>	Approved by Department Head:	SL, 7/26/21	Approved by City Attorney:	DR, 7/28/21	Approved by Finance Director:	LS 7/26/21	Approved by City Manager:	RK, 7/26/21
	<u>Initial & Date</u>										
Approved by Department Head:	SL, 7/26/21										
Approved by City Attorney:	DR, 7/28/21										
Approved by Finance Director:	LS 7/26/21										
Approved by City Manager:	RK, 7/26/21										
The outbreak of the novel coronavirus (COVID-19) created a public health emergency in Washington State and around the world. The first proclamation of a State of Emergency due to COVID-19 was issued by the Washington State Governor on February 29, 2020. The Kenmore City Manager issued the first City of Kenmore proclamation on March 5, 2020. Since March 2020, the State of Washington, King County, and the City of Kenmore have all issued a number of emergency proclamations to respond to the pandemic, follow public health guidance, protect life and property, attempt to slow the spread of the virus, and establish emergency and disaster response powers. Three of Kenmore's proclamations included: • Emergency Proclamation 20-04 et seq., suspending Chapter 8.50 KMC, the City's Plastic Bag Policy; • Emergency Proclamation 20-06 et seq., imposing a temporary moratorium on small business/nonprofit tenant evictions; and • Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by Public Health – Seattle & King County											

As the pandemic has evolved, public health guidance has been updated, and the State of Washington and King County have taken additional actions, which has in a few instances led to the preempting of some of the City of Kenmore's earlier proclamations by the Legislature, or their expiration. As a result, it is necessary to rescind the applicable Kenmore proclamations to bring clarity and consistency to the City's business and to remove any possible confusion.

An example of this is the City's Plastic Bag Policy. The Washington State Legislature adopted Chapter 70A.530 Revised Code of Washington (RCW), which banned the use of single-use plastic carryout bags, effective January 1, 2021 and preempted local governments' single-use carryout bag ordinances. In addition, Governor Inslee issued Washington State Proclamation 20-82 et seq., which delayed the Legislature's ban on single-use plastic bags, but did not delay the preemption of local plastic bag ordinances. As a result, the City's plastic bag ban ordinance (Chapter 8.50 KMC) has been preempted. The City Manager desires to terminate and rescind Emergency Proclamation 20-04 et seq., so that the use of plastic bags within Kenmore follows state law and Governor Inslee's proclamation.

Another example is the termination date for Emergency Proclamation 20-06 et seq, the small business/non-profit eviction moratorium, which was tied to the end of Governor Inslee's Proclamation 20-19 et seq., which expired on June 30, 2021. The City Manager desires to terminate and rescind Emergency Proclamation 20-06 et seq., for clarity and consistency purposes.

The third example is that on May 20, 2021, King County's Local Health Officer issued its updated "Indoor Masking Directive." The City Manager desires to terminate and rescind Kenmore's Emergency Proclamation 20-07, and encourages all Kenmore residents and visitors to comply with the County's May 20, 2021 directive.

The pandemic is not over. COVID-19 cases have gone up recently in King County and across the State of Washington due to the Delta variant's entry into the State and vaccination rates in certain areas that have not yet met public health targets. Public health guidance related to the pandemic changes as knowledge of the virus grows and it is possible the indoor masking directive and/or other guidance may shift in the future. The City will continue to follow all of the latest guidance from public health authorities.

While the COVID-19 emergency remains in effect, it is necessary to officially pass the proposed resolution to terminate and rescind the three Emergency Proclamations as noted above, and corresponding resolutions and Council ratifications, as they have been preempted by State and County actions. These actions will provide clarity and consistency to our City's operations.

FISCAL CONSIDERATION:

There is no fiscal consideration to these actions.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #4: Respond to the Pandemic. The purpose of these actions are to help the City respond to the COVID-19 pandemic and to provide clarity and consistency with State and County actions.

City of Kenmore

Proclamation & Issuance of Emergency Rule 21-01: Terminating and Rescinding Emergency Proclamations & Rules Nos. 20-04 et seq., 20-06 et seq., and 20-07.

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which imposed a statewide moratorium on residential evictions, and which was amended to extend the moratorium until June 30, 2021; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting businesses, public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution vests the City of Kenmore with broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”, including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to KMC 8.30.060.A, the City Manager has the authority to “make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster”; and

WHEREAS, pursuant to such authority, issued certain Covid-19 Pandemic and Public Health Emergency Rules (Emergency Proclamations), such as:

- Emergency Proclamation 20-04 et seq., suspending Chapter 8.50 KMC, the City’s Plastic Bag Policy;
- Emergency Proclamation 20-06 et seq., imposing a temporary moratorium on small business/nonprofit tenant evictions; and
- Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by the Public Health – Seattle & King County Local

WHEREAS, the City Council ratified these Emergency Proclamations; and

WHEREAS, since the adoption of Emergency Proclamation 20-04 et seq., suspending the City’s Plastic Bag Policy, the State Legislature adopted Chapter 70A.530 RCW, which 1) banned the use of single-use plastic carryout bags, effective January 1, 2021; and 2) preempted local governments’ single-use carryout bag ordinances; and

WHEREAS, Governor Inslee issued Washington State Proclamation 20-82 et seq., which delayed the Legislature’s ban on single-use plastic bags, but did not delay the preemption of local plastic bag ordinances, and thus, the City’s plastic bag ban ordinance (Chapter 8.50 KMC) has been preempted; and

WHEREAS, due to this statutory preemption, the City Manager desires to terminate and rescind Emergency Proclamation 20-04 et seq., so that the use of plastic bags within Kenmore follows state law and Governor Inslee’s proclamations; and

WHEREAS, the termination date for Emergency Proclamation 20-06 et seq. (small business/non-profit eviction moratorium) was tied to the end of Governor Inslee’s Proclamation 20-19 et seq., which expired on June 30, 2021, and the City Manager desires to terminate and rescind Emergency Proclamation 20-06 et seq., for clarity; and

WHEREAS, on May 20, 2021, King County’s Local Health Officer issued its updated “Indoor Masking Directive”, and the City Manager desires to terminate and rescind Emergency Proclamation 20-07, and encourages all Kenmore residents and visitors to comply with the May 20, 2021 directive; and

WHEREAS, on July 1, 2021, Governor Inslee issued Proclamation 20-25.14 “Washington Ready”, which emphasized that over the past 16 months health experts have gained critical knowledge regarding the spread of COVID-19, and that the “willingness of Washingtonians to take advantage of the remarkable, life-saving vaccines being administered throughout the state, have made a difference and have altered the course of the pandemic in fundamental ways”; and

WHEREAS, Governor Inslee also noted that notwithstanding the progress made on vaccinations, “we continue to have new COVID-19 cases on a daily basis and new COVID-19 deaths on nearly daily basis”, and declared that “a State of emergency remains in effect”; and

WHEREAS, the City Manager also finds and declares that the COVID-19 emergency remains in effect, but also acknowledges that Washington and Kenmore are on a positive pathway towards recovery, and as such, desires to adopt this proclamation officially terminating and rescinding certain unnecessary Emergency Proclamations;

NOW, THEREFORE, THE CITY MANAGER OF THE CITY OF KENMORE, WASHINGTON, HEREBY PROCLAIMS AS FOLLOWS:

1. Recitals. The recitals set forth above, which are incorporated herein by reference, are adopted as findings in support of the adoption of this proclamation.
2. Terminated and rescinded. The City Manager hereby terminates and rescinds Emergency Proclamation 20-04 et seq., suspending Chapter 8.50 KMC, the City’s Plastic Bag Policy.
3. Terminated and rescinded. The City Manager hereby terminates and rescinds Emergency Proclamation 20-06 et seq., imposing a temporary moratorium on small business/nonprofit tenant evictions.
4. Terminated and rescinded. The City Manager hereby terminates and rescinds Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by the Public Health – Seattle & King County Local.
5. New masking directive. The City Manager encourages all Kenmore residents and visitors to comply with King County Local Health “Indoor Masking Directive”, dated May 20, 2021.
6. Effective date & Duration. This proclamation and emergency rule shall be in full force and effect upon signature of the City Manager. The emergency rule shall be ratified by the City Council at the earliest practicable time.

Dated this 2nd day of August 2021.

Signed _____
Rob Karlinsey, City Manager

Attested _____
Anastasiya Warhol, City Clerk
Date _____

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-369**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KENMORE, WASHINGTON, REPEALING
RESOLUTION NOS. 20-338, 20-339, 20-342, and
20-347, AND RESCINDING ITS RATIFICATION
RELATING TO EMERGENCY PROCLAMATION &
RULE NOS. 20-04 ET SEQ., 20-06 ET SEQ., AND
20-07.**

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which imposed a statewide moratorium on residential evictions, and which was amended to extend the moratorium until June 30, 2021; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting businesses, public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution vests the City of Kenmore with broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”, including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and

provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to KMC 8.30.060.A, the City Manager has the authority to “make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster”; and

WHEREAS, pursuant to such authority, the City Manager issued certain Covid-19 Pandemic and Public Health Emergency Rules (Emergency Proclamations), such as:

- Emergency Proclamation 20-04 et seq., suspending Chapter 8.50 KMC, the City’s Plastic Bag Policy;
- Emergency Proclamation 20-06 et seq., imposing a temporary moratorium on small business/nonprofit tenant evictions; and
- Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by the Public Health – Seattle & King County Local

WHEREAS, the City Council ratified these Emergency Proclamations by way of motion or adoption of resolutions; and

WHEREAS, since the adoption of Emergency Proclamation 20-04 et seq., suspending the City’s Plastic Bag Policy, the State Legislature adopted Chapter 70A.530 RCW, which 1) banned the use of single-use plastic carryout bags, effective January 1, 2021; and 2) preempted local governments’ single-use carryout bag ordinances; and

WHEREAS, Governor Inslee issued Washington State Proclamation 20-82 et seq., which delayed the Legislature’s ban on single-use plastic bags, but did not delay the preemption of local plastic bag ordinances, and thus, the City’s plastic bag ban ordinance (Chapter 8.50 KMC) has been preempted; and

WHEREAS, due to this statutory preemption, the City Council desires to repeal its ratification of Emergency Proclamation 20-04 et seq., so that the use of plastic bags within Kenmore follows state law and Governor Inslee’s proclamations; and

WHEREAS, the termination date for Emergency Proclamation 20-06 et seq. (small business/non-profit eviction moratorium) was tied to the end of Governor Inslee’s Proclamation 20-19 et seq., which expired on June 30, 2021, and for clarity, the City Council desires to repeal Resolution Nos. 20-338, 20-339, 20-342, and 20-347 which ratified Emergency Proclamation 20-06 et seq.; and

WHEREAS, on May 20, 2021, King County’s Local Health Officer issued its updated “Indoor Masking Directive”, and the City Council desires to rescind its ratification of Emergency Proclamation 20-07, and encourages all Kenmore residents and visitors to comply with the May 20, 2021 directive; and

WHEREAS, on July 1, 2021, Governor Inslee issued Proclamation 20-25.14 “Washington Ready”, which emphasized that over the past 16 months health experts have gained critical knowledge regarding the spread of COVID-19, and that the “willingness of Washingtonians to take advantage of the remarkable, life-saving vaccines being administered throughout the state, have made a difference and have altered the course of the pandemic in fundamental ways”; and

WHEREAS, Governor Inslee also noted that notwithstanding the progress made on vaccinations, “we continue to have new COVID-19 cases on a daily basis and new COVID-19 deaths on nearly daily basis”, and declared that “a State of emergency remains in effect”; and

WHEREAS, the City Council concurs with, and ratifies the City Manager’s findings that the COVID-19 emergency remains in effect, but also desires to adopt this resolution to rescind and repeal unnecessary Emergency Proclamations;

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

Section 1. Findings. The recitals set forth above, which are incorporated herein by reference, are adopted as findings in support of the adoption of this resolution.

Section 2. Repealer. The City Council hereby repeals its ratification of the City Manager’s Emergency Proclamation 20-04 et seq., suspending Chapter 8.50 KMC, the City’s Plastic Bag Policy.

Section 3. Repealer. The City Council hereby repeals Resolution Nos. 20-338, 20-339, 20-342, and 20-347, relating to the City Council’s ratification and adoption of the City Manager’s Emergency Proclamation 20-06 et seq., imposing a temporary moratorium on small business/nonprofit tenant evictions.

Section 4. Repealer. The City Council hereby repeals its ratification of the City Manager’s Emergency Proclamation 20-07, incorporating May 11, 2020 Public Health Face Covering Directive issued by the Public Health – Seattle & King County Local.

ADOPTED by the City Council of the City of Kenmore, Washington, this 2nd day of August 2021.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

CITY MANAGER EMERGENCY PROCLAMATIONS & COUNCIL ADOPTED RESOLUTIONS

Type/Date/AE ¹	Doc. #	CC Resolution	Rescind Y/N
COVID-19 Emergency Proclamation 3/5/2020 AE: No	#20-03-05	No	
Declaring an Emergency 3/5/2020 AE: No	#20-01	No	
Moratorium Small Bus. Evictions 7/31/2020 AE: Tied to Gov. Proc. 20-19 ²	#20-06.3	Res. 20-347 (7/27/20) (AE tied to Gov. Proc. 20-19)	—
6/3/2020 AE: 8/1/2020	#20-06.2	Res. 20-342 (6/8/20); ratifying Proc. 20-06.2	
4/27//2020 AE: 6/4/2020	#20-06.1	Res. 20-339 (4/27/20); ratifying Proc. 20-06.1	
4/13/2020 AE: 5/4/2020	#20-06	Res. 20-338 (4/13/20); ratifying Proc. 20-06	
2021 Residential tenant Moratorium (6/15/2021 – extends to Sept. 30, 2021	#20-03.6	Ord. 21-0525 (6/14/21)(Sec. 2 adopts & ratifies Proc. 20-03.6)	—

¹ Auto End ("AE")² Ended June 30, 2021

2020 Moratorium Residential Evictions	#20-03.5 (	Res. 20-350 (9/14/20) Ratifying Proc. 20-03.5
7/31/2020 AE: tied to Gov. Proc. 20-19 ³	#20-03.4	Res. 20-345 (7/27/20) (Tied to Gov. procl.)
6/3/2020 AE: 4/8/2020	#20-03.3	Res. 20-343 (6/8/20); ratifying Procl 20-03.3
AE: 5/4/2020	#20-03.1	Res. 20-336 (6/13/20); ratifying Proc. 20-03 and Proc. 20-03.1
4/27/2020 AE: 6/4/2020	#20-03.2	Res. 20-340 (4/27/21); ratifying 20-03.2
3/16/2020 AE: 4/24/2020	#20-03	Res. 20-336 (4/13/20); ratifying Proc. 20-03 and 20-03.1
Suspend In-Person Rules⁴ 7/31/2020 AE: When CM Determines emergency Over under - Proc. 20-01	#20.-5.2	Res. 20-346 (Agenda 7/27/20); tied to Proc. 20-01 emergency and CM determination emergency is over ⁵
6/3/2020 AE: 8/1/2020	#20-05.1	Res. 20-344 (6/9/20); ratifying Proc. 20-05.1
4/8/2020 AE: 5/4/2020	#20.-05	Res. 20-337 (4/13/20); ratifying Proc. 20-05

³ Ended June 30, 2021

⁴ Suspends all city rules, policies, procedures that require "in-person" attendance, contact, submittal or procedures (such as, council rules of procedures that require physical attendance, PW procedures, signatures). City Manager may apply emergency rule to any in-person rules, regs., policies, procedures not described and adopt and implement any necessary admin. policies or processes to implement and accomplish result (purpose to provide protection to staff and public).

⁵ Res. 20-344 City council ratifies Proc. 20-05.1, Suspension of In-person rules.

Temp. Suspension Plastic Bag Policy KMC 8.50 7/31/2020 AE: When CM Rescinds Proc. 20-01 ⁶	#20-04.3	No
6/30/2020 AE: 8/1/2020	20-04.2	
4/9/2020 AE: 5/4/2020	20.04.1	
3/23/2020 AE: 4/30/2020	20.04	
Pandemic & Public Emer. Response & Recovery⁷ 5/25/2021 AE: No	20-02.5	No
3/24/2021 AE: No	#20-02.4	
2/21/2021 AE: No	#20-02.3	
7/31/2020 AE: No (not dated) AB: ⁸ 3/16/2020	#20-02.2 ⁹	
	#20-02.1	
3/5/2020	#20-02	

⁶ Emergency proclamation.

⁷ Policies on employees working from home, pay, quarantine. City Manager may alter City business practices, hours of business, and services provided, minimize in-person contact between employees, and partially or fully close City Hall (full or partial shifts).

⁸ Agenda Bill ("AB").

⁹ Online, Proc. 20-02.2 - missing page.

Face Covering Directive 5/15/2020 AE: tied to DOH Determination	#20-07
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Subject/Topic: Public Works Shop Site Property Purchase Proposed Council Action/Motion: Authorize City Manager to purchase the property 6450 NE 202ND ST for the price of \$3,200,000 plus applicable closing costs per conditions set forth in the Purchase and Sale Agreement dated June 18, 2021. Authorize City Manager to purchase the properties 6506 & 6520 NE 202ND ST for the price of \$2,500,000 plus applicable closing costs and relocation assistance payments to tenants per conditions set forth in the Purchase and Sale Agreement dated June 7, 2021.	For Council Meeting Agenda of: August 2, 2021 Department:_Public Works Prepared by: Richard Sawyer, Env Services Manager Jennifer Gordon, Operations Manager <table style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Initial & Date</u></th> </tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;">RS, JG</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">DR</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">LS</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">LS <i>Acting CM</i></td> </tr> </tbody> </table> Exhibits/Attachments: • June 18, 2021 Purchase and Sale Agreement • June 7, 2021 Purchase and Sale Agreement		<u>Initial & Date</u>	Approved by Department Head:	RS, JG	Approved by City Attorney:	DR	Approved by Finance Director:	LS	Approved by City Manager:	LS <i>Acting CM</i>
	<u>Initial & Date</u>										
Approved by Department Head:	RS, JG										
Approved by City Attorney:	DR										
Approved by Finance Director:	LS										
Approved by City Manager:	LS <i>Acting CM</i>										

During the City’s search for a site to locate a new Public Works operations facility, staff identified a combination of properties on NE 202ND ST that was identified as Site 16 during the site selection process. Staff became aware that two of the three adjacent parcels were listed for sale in late May 2021. The third parcel was owned by a home builder and slated for development. Following discussions with the developer it was also determined that this parcel could also be acquired. Following negotiations, with Council’s authorization, the City executed Purchase and Sale agreements (PSA) with two property owners for the purchase of three adjacent parcels located at 6450, 6506 & 6520 NE 202ND ST. The PSAs provided the City a contingency period to assess the properties and confirm their suitability for use as a Public Works operations facility. The contingency period expires at 9:00 PM, August 3, 2021 and the City must provide their decision to purchase the properties by this time.

During the contingency period, staff, the City’s consulting attorney, and the City’s on-call engineering consultant conducted extensive review of the property, which included: title report review, appraisal, property survey, environmental assessment, and wetland delineation. No issues were discovered with the title report, survey or environmental assessments that identified any significant challenges to develop this site for use as a Public Works operations facility. The appraisal is still under review at the time of writing this agenda bill, however, it is expected to be ready before the August 2, 2021 Council meeting. Currently, appraising property has been challenging because of the extreme amount of market activity and the unprecedented increases in real estate, which according to some estimates exceed 25% in year to year costs in the Kenmore market area. Additionally, due to the amount of public infrastructure projects and home refinancing driven by low interest rates, a shortage of appraisal experts has become apparent. Per the PSAs for these properties, the City is paying approximately \$46.50 - \$47.00 per square foot for the property, which is in alignment for residential property in Kenmore. The only significant issue that remains, which was identified prior to the contingency period, is that

the property is currently zoned as R-6 (6 residential lots per acre) and will need to be rezoned to Public/Semi-Public to be used as a Public Works operations facility. Rezoning requires an amendment to the City's Comprehensive Plan, which can only be completed once per year (earliest rezone would be in 2022).

Additionally, staff held two public open houses and received comment regarding the acquisition of these properties, which was summarized to Council during Council's July 26, 2021 meeting. Council also received comments from the public regarding acquisition of these properties during public comment at their July 2021 meetings.

In conclusion, the site is suitable to develop into a Public Works operations facility based on the site selection criteria provided by Council and has many positive attributes, including:

- Willing Sellers
- Not displacing any businesses, residents or cultural/community centers
- Ample space
- Favorable topography
- Easy access to the NE 202ND ST arterial
- Adjacent to existing Public/Semi-Public zoned property on two sides
- Size and shape of property allows ability to provide screening/space on east side for residential neighbors
- No significant impacts from environmental sensitive or critical areas
- Opportunity for public agency partnership
- Opportunity for enhancement to pedestrian safety

FISCAL CONSIDERATION:

Property acquisition will be funded using a low interest state loan in the approximate amount of \$5,900,000. The annual debt service is estimated to be \$385,000 per year for 20 years. A summary of the costs for each property is provided as follows:

6450 NE 202ND ST

Purchase Price: \$3,200,000
 Earnest Funds (Provided to Seller June 23, 2021): \$250,000
 Estimated Closing Costs: \$100,000
 Estimated Total Due by August 17, 2021: \$3,050,000

6506 & 6520 NE 202ND ST

Purchase Price: \$2,500,000
 Earnest Funds (Provided to Seller June 12, 2021): \$250,000
 Estimated Closing Costs: \$50,000
 Estimated relocation payment due at closing \$15,000
 Estimated Total Due by September 5, 2021: \$2,315,000

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Efficient and Effective Services

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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

SPECIFIC TERMS

Reference Date: June 7, 2021

Offer Expiration Date: _____ 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property is legally described on Exhibit A. Address: 6506 NE 202nd Street and 6520 NE 202nd Street
City of Kenmore, King County, Washington. Tax Parcel No(s): 011410-0370 and 011410-0371
Included Personal Property: ☒ None; ☐ If on and used in connection with the Property, per Section 25 (None, if not completed).
2. **BUYER(S):** City of Kenmore
a(n) Municipal Corporation
3. **SELLER(S):** David Moore
a(n) Single Person
4. **PURCHASE PRICE:** \$ 2,500,000 (Two Million Five Hundred Thousand) Dollars
Payable as: ☒ Cash; ☐ Financing (attach CBA Form PS_FIN); ☐ Other: _____
5. **EARNEST MONEY:** \$ 250,000 (Two Hundred Fifty Thousand) Dollars; Held by: ☐ Selling Firm; ☒ Closing Agent
Form of Earnest Money: ☐ Wire/Electronic Transfer; ☒ Check; ☐ Note (attach CBA Form PS_EMN); ☐ Other: _____
Earnest Money Due Date: ☒ Five (5) days after Mutual Acceptance; ☐ _____ days after the Feasibility Contingency Date; or ☐ _____
6. **FEASIBILITY CONTINGENCY DATE:** ☒ Sixty (60) days after Mutual Acceptance (See Addendum); ☐ _____ (30 days after Mutual Acceptance if not completed.)
7. **CLOSING DATE:** ☐ _____; ☒ Thirty (30) days after Buyer's waiver of the Feasibility Contingency (See Addendum)
8. **CLOSING AGENT:** Chicago Title and Escrow
9. **TITLE INSURANCE COMPANY:** Chicago Title and Escrow
10. **DEED:** ☒ Statutory Warranty Deed; or ☐ Bargain and Sale Deed.
11. **POSSESSION:** ☒ on closing; ☐ Other: _____ (on closing if not completed).

INITIALS: Buyer RJK Date 6-7-21 Seller DM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
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12. **SELLER CITIZENSHIP (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation.
13. **BUYER'S DEFAULT:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies.
14. **SELLER'S DEFAULT:** (check only one) ☒ Recover Earnest Money or Specific Enforcement; ☐ Buyer's Election of Remedies.
15. **UNPAID UTILITIES:** Buyer and Seller ☒ Do Not Waive (attach CBA Form UA); ☐ Waive
16. **AGENCY DISCLOSURE:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
17. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:
- | | |
|---|---|
| ☐ Earnest Money Promissory Note, CBA Form EMN | ☐ Back-Up Addendum, CBA Form BU-A |
| ☐ Blank Promissory Note, LPB Form No. 28A | ☐ Vacant Land Addendum, CBA Form VLA |
| ☐ Blank Short Form Deed of Trust, LPB Form No. 20 | ☐ Financing Addendum, CBA Form PS_FIN |
| ☐ Blank Deed of Trust Rider, CBA Form DTR | ☐ Tenant Estoppel Certificate, CBA Form PS_TEC |
| ☒ Utility Charges Addendum, CBA Form UA | ☐ Defeasance Addendum, CBA Form PS_D |
| ☐ FIRPTA Certification, CBA Form 22E | ☒ Lead-Based Paint Disclosure, CBA Form LP-LS |
| ☐ Assignment and Assumption, CBA Form PS-AS | ☐ Other: _____ |
| ☒ Addendum/Amendment, CBA Form PSA | ☐ Other: _____ |

INITIALS: Buyer RJK Date 6-7-21 Seller VBMM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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18. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: _____

Address: _____

Business Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

Selling Firm

Name: The Remlinger Group

Assumed Name: _____

Selling Broker: Drake Remlinger

Selling Broker DOL License No.: 27339

Firm Address: _____

Firm Phone: (425) 330-1160

Broker Phone: (425) 330-1160

Firm Email: info@remlingergroup.com

Broker Email: _____

Fax: _____

CBA Office No.: 1006098

Selling Firm DOL License No.: 21388

Copy of Notices to Buyer to :

Name: Kinnon W. Williams

Company: Foster Garvey PC

Address: 1111 Third Avenue, Suite 3000,
Seattle, WA 98101

Business Phone: _____

Fax: _____

Cell Phone: _____

Email: kinnon.williams@foster.com

Seller(s):

Contact: David Moore

Address: _____

Business Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

Listing Firm

Name: The Remlinger Group

Assumed Name: _____

Listing Broker: Benjamin Moore

Listing Broker DOL License No.: 134993

Firm Address: _____

Firm Phone: (425) 330-1160

Broker Phone: (260) 883-2211

Firm Email: info@remlingergroup.com

Broker Email:
benjamin@remlingergroup.com

Fax: _____

CBA Office No.: 1006098

Listing Firm DOL License No.: 21388

Copy of Notices to Seller to :

Name: _____

Company: _____

Address: _____

Business Phone: _____

Fax: _____

Cell Phone: _____

Email: _____

INITIALS: Buyer RJK Date 6-7-21 Seller ABM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
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GENERAL TERMS

- 19. Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 20. Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 21. Earnest Money.** Selling Broker and Selling Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: ☐ the Selling Firm's pooled trust account (with interest paid to the State Treasurer); or ☐ a separate interest bearing trust account in Selling Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
- 22. Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing,

INITIALS: Buyer RJK Date 6-7-21 Seller AKM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

- c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

23. **Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

- a. **Books, Records, Leases, Agreements.** Within five (5) days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include

INITIALS: Buyer R&K Date 6-7-21 Seller AKM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 25.

- b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Prior to entering the Property and while conducting any inspections, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.
- c. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

INITIALS: Buyer RJK Date 6-7-21 Seller ALM Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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24. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 25(b) and all intangible property transferred pursuant to Section 25(b).

25. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be ☐ \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 24 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

26. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

INITIALS: Buyer RSK Date 6-7-21 Seller CHM Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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- 27. Closing of Sale.** Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three(3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.
- 28. Closing Costs and Prorations.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 23(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

INITIALS: Buyer RJK Date 6-7-21 Seller [Signature] Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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(CONTINUED)**

- 29. Post-Closing Adjustments, Collections, and Payments.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.
- 30. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.
- 31. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.

INITIALS: Buyer R&K Date 6-7-21 Seller [Signature] Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
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32. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 28 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

INITIALS: Buyer RJK Date 6-7-21 Seller [Signature] Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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(CONTINUED)**

- 33. As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 34. Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.
- 35. Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
- 36. Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 37. FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

INITIALS: Buyer RJK Date 6-7-21 Seller [Signature] Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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38. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Buyer shall be deemed delivered only when received by Buyer and Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 18. Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

39. Computation of Time. Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.

40. Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

41. Default and Attorneys' Fees.

a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:

INITIALS: Buyer RJK Date 6-7-21 Seller [Signature] Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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- i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
- i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

42. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a

INITIALS: Buyer RJK Date 6-7-21 Seller WBM Date 6-7-21
 Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
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Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchange. In addition, notwithstanding Section 40 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- 43. Information Transfer.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
- 44. Confidentiality.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
- 45. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

INITIALS: Buyer RHK Date 6-7-21 Seller QAM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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46. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of _____ % of the sales price or \$ _____. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of _____ % of the sales price or \$ _____. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. Seller and Buyer hereby consent to Listing Firm and Selling Firm receiving compensation from more than one party and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 44 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Selling Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer RJK Date 6-7-21 Seller RAH Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
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IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer City of Kenmore, a Municipal Corporation
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer *R. J. Kalusky*
Signature and title

Buyer _____
Signature and title

Date signed 6-7-21

Date signed _____

Seller David Moore, a Single Person
Printed name and type of entity

Seller _____
Printed name and type of entity

Seller *David A. Moore - owner*
Signature and title

Seller _____
Signature and title

Date signed 6-7-21

Date signed _____

INITIALS: Buyer *RJK* Date 6-7-21 Seller *DM* Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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EXHIBIT A *
[Legal Description]

Parcel Number: 011410-0370 (King County)

ALDERWOOD MANOR # 14 LOT A KC SHORT PLAT #274038 AF #7408270358 SD SHORT PLAT DAF LOT 2
BLOCK 8 ALDERWOOD MANOR #14 LESS NLY 624.85 FT AS MEAS ALG E & W LNS SD LOT 2 PLAT
BLOCK: 8 PLAT LOT: 2

Parcel Number: 011410-0371 (King County)

ALDERWOOD MANOR #14 LOT B KC SHORT PLAT #274038 AF #7408270358 SD SHORT PLAT DAF LOT 2
BLOCK 8 ALDERWOOD MANOR #14 LESS NLY 624.85 FT AS MEAS ALG E & W LNS SD LOT 2 PLAT
BLOCK: 8 PLAT LOT: 2

The Parties agree that the Title Insurance Company providing Title Insurance or this transaction may substitute
or perfect the Legal Description at Closing.

* To ensure accuracy in the legal description, consider substituting the legal description contained in the
preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not
neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error
in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer RJK Date 6-7-21 Seller [Signature] Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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**ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase and Sale Agreement with Reference Date June 7, 2021 (the "Agreement") between City of Kenmore ("Buyer") and David Moore ("Seller") regarding the sale of the property located at 6506 NE 202nd Street and 6520 NE 202nd Street, Kenmore, WA 98028 (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

1. Feasibility Extension Option: Buyer shall have one (1) option to extend the Feasibility Contingency for thirty (30) days, by providing Seller written notice and depositing into escrow an additional earnest money deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00), which shall be nonrefundable to Buyer, but applicable to the Purchase Price at Closing.
2. Earnest Money Deposits: Upon Buyer's waiver of the Feasibility Contingency, Buyer's deposit into escrow of Two Hundred Fifty Thousand Dollars (\$250,000.00) of earnest money ("Initial Earnest Money"), and any additional earnest money, shall become nonrefundable to Buyer and immediately released to Seller. The Initial Earnest Money and any additional earnest money shall be applicable to the Purchase Price at Closing.
3. Closing: Closing shall occur on or before thirty (30) days from Buyer's waiver of the Feasibility Contingency. Seller shall have the option to extend the Closing Date for up to six (6) months in its sole discretion ("Closing Extension").
4. Closing Costs and Relocation Assistance: Buyer agree to pay all escrow fees and closing costs, including any Real Estate Excise Tax imposed in this transaction. Further, Buyer agrees to pay actual move costs for each of the three residential units up to \$7,500 (totaling \$22,500) or \$5,000 for a self-move (totaling \$15,000).
5. Buyer's Plans/Studies/Files: If this Purchase and Sale Agreement terminates, then Buyer shall assign and deliver to Seller within five (5) calendar days of Seller's request, all of Buyer's materials and information relating to the Property and/or development thereof, including, without limitation, plans, surveys, files (including CAD files), and engineering and other studies and reports on a lien-free basis and at no charge to the Seller.
6. Entry/Access: Buyer shall provide 24-hour notice for Entry/Access to the Property as needed for their Feasibility Contingency.

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: Buyer R&K Date 6-7-21 Seller DM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the ☒ Purchase & Sale Agreement ☐ the Lease/Rental Agreement with Reference Date June 7, 2021 between City of Kenmore ("Buyer" or "Lessee") and David Moore ("Seller" or "Lessor") concerning 6506 NE 202nd Street and 6520 NE 202nd Street Kenmore WA 98028 ("the Property").

Lead Warning Statement—Purchase and Sale Agreements

Every purchase of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lead Warning Statement—Lease/Rental Agreements

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Seller's/Lessor's Disclosure. Seller/Lessor makes the following disclosures:

- a. Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Seller/Lessor knows the following lead-based paint and/or lead-based paint hazards are present in the housing.
☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the Seller/Lessor: (check one below):
☐ Seller/Lessor has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, as follows:
☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Lessee's Acknowledgment. Buyer/Lessee acknowledges that:

- c. Buyer/Lessee has received copies of all information listed above.
- d. Buyer/Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.
- e. If this disclosure is being made by Seller as part of a Purchase and Sale Agreement, then Buyer has

INITIALS: Buyer/Lessee RJK Date 6-7-21 Seller/Lessor DM Date 6-7-21
 Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____

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CBA

Form: LP_LS
Lead-based Paint Disclosure
Rev. 7/2020
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

(check one below):

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

or

☐ Accepted an opportunity to conduct a ten (10) day risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards as part of the Feasibility Contingency set forth in the Purchase and Sale Agreement.

Licensees' Acknowledgment. Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. 4582(d) and are aware of their responsibility to ensure compliance.

CANCELLATION RIGHTS. If a residential dwelling or housing was built on the Property prior to 1978, this disclosure must be provided to Buyer/Lessee before mutual acceptance of the purchase and sale, rental, or lease agreement. If this disclosure is not provided before mutual acceptance, then Buyer may rescind the purchase and sale, rental, or lease agreement up to three (3) days after Buyer receives this disclosure.

Certification of Accuracy. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u><i>R. Kaluris</i></u>	<u>6-7-21</u>	<u><i>Albert A. Muma</i></u>	<u>6-7-21</u>
Buyer/Lessee	Date	Seller/Lessor	Date
_____	_____	_____	_____
Buyer/Lessee	Date	Seller/Lessor	Date
_____	_____	<u><i>[Signature]</i></u>	<u>6/7/2021</u>
Selling Broker	Date	Listing Broker	Date

INITIALS: Buyer/Lessee *RK* Date 6-7-21 Seller/Lessor *AM* Date 6-7-21

Buyer/Lessee _____ Date _____ Seller/Lessor _____ Date _____

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Form: UA
Utility Addendum
Rev. 7/2020
Page 1 of 2

UTILITY CHARGES ADDENDUM

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New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase and Sale Agreement with Reference Date June 7, 2021 between City of Kenmore ("Buyer") and David Moore ("Seller") regarding the sale of property located at 6506 NE 202nd Street and 6520 NE 202nd Street, Kenmore, WA 98028 (the "Property").

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

Water District:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

Sewer District:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

Irrigation District:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

Garbage:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

INITIALS: Buyer DKK Date 6-7-21 Seller DM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

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Form: UA
Utility Addendum
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UTILITY CHARGES ADDENDUM (CONTINUED)

Electricity:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

Gas:

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

Special District(s):
(local improvement districts
or utility local improvement)

Name _____
e-mail or website (optional) _____
Address _____
City, State, Zip _____

IF THE ABOVE INFORMATION HAS NOT BEEN FILLED IN AT THE TIME OF MUTUAL ACCEPTANCE OF THIS AGREEMENT, THEN (1) WITHIN _____ DAYS (5 DAYS IF NOT FILLED IN) OF MUTUAL ACCEPTANCE OF THIS AGREEMENT, SELLER SHALL PROVIDE THE LISTING BROKER, SELLING BROKER, OR CLOSING AGENT WITH THE NAMES AND ADDRESSES OF ALL UTILITY PROVIDERS HAVING LIEN RIGHTS AFFECTING THE PROPERTY AND (2) BUYER AND SELLER AUTHORIZE LISTING BROKER, SELLING BROKER OR CLOSING AGENT TO INSERT INTO THIS ADDENDUM THE NAMES AND ADDRESSES OF THE UTILITY PROVIDERS IDENTIFIED BY SELLER. SELLER ACKNOWLEDGES THAT THIS ADDENDUM DOES NOT RELIEVE SELLER OF ITS OBLIGATION TO PAY UTILITY CHARGES, BILLED OR UNBILLED OR EVIDENCED BY A RECORDED LIEN OR NOT. THE PARTIES UNDERSTAND THAT NEITHER LISTING BROKER NOR SELLING BROKER IS RESPONSIBLE FOR PAYING UTILITY CHARGES OR FOR INSURING THAT THEY ARE PAID BY ANY OTHER PERSON.

INITIALS: Buyer RLK Date 6-7-21 Seller AKM Date 6-7-21
Buyer _____ Date _____ Seller _____ Date _____

REAL ESTATE

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered as of the later of the Parties' signatures below (the "Effective Date"), by and between ELIZABETH COURT, LLC, a Washington limited liability company, ("Seller") and CITY OF KENMORE, a Washington municipal corporation ("Buyer") (individually a "Party" and collectively the "Parties").

RECITALS:

A. Seller is the owner of real property having a street address of 6450 NE 202nd Street, Kenmore, Washington 98028, which property is legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. Buyer is a governmental entity but is acquiring this property without exercising its power of eminent domain. Seller is a willing but not obligated seller, and this transaction is deemed by the parties to be an "arms-length" transaction and voluntary sale.

C. Seller desires to sell the Property, and Buyer desires to purchase, the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

ARTICLE I.

AGREEMENT TO SELL AND PURCHASE

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, on the terms and conditions expressly set forth in this Agreement.

ARTICLE II.

PURCHASE PRICE

2.1 **Purchase Price.** The Purchase Price for the Property shall be THREE MILLION TWO HUNDRED AND NO/100 DOLLARS (\$3,200,000.00). Additionally Buyer shall pay any and all closing costs, recording fees, and excise tax imposed.

2.2 **Manner of Payment.** The Purchase Price shall be paid in cash or immediately available funds at Closing.

ARTICLE III.
DESIGNATION OF ESCROW AGENT/DEPOSIT

3.1 Designation of Escrow Agent. Upon execution of this Agreement, Buyer will open an escrow with Natalie Wallace ("Escrow Agent") of Ticor Title Company, 1700 Westlake Avenue N., Suite 105, Seattle, WA 98109 (the "Title Company").

3.2 Deposit. Within three (3) business days after the date of the Parties' mutual execution of this Agreement, Buyer shall deposit with Escrow Agent the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash or by check payable to the Title Company ("the Deposit"). The Deposit shall be credited against the Purchase Price and released to Seller at Closing. If Closing does not occur, the Deposit will be disposed of as provided in either Section 3.3 or Section 3.4 below, as applicable.

3.3 Disposition Upon Termination for Failure of a Condition – Refund to Buyer. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Escrow Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer.

3.4 Termination for Buyer's Default or After Waiver or Satisfaction of Conditions – Delivery to Seller. If this Agreement is terminated due to Buyer's default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Escrow Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller and Buyer shall pay any amount due for cancellation of escrow and/or title order.

ARTICLE IV.
TITLE TO PROPERTY

4.1 Title Review; "Permitted Exceptions". No later than the Parties' mutual execution of this Agreement, Buyer shall order a preliminary commitment for title insurance from the Title Company naming Buyer as the insured in the amount of the Purchase Price (the "Title Commitment") and request a copy of the Title Commitment and copies of all documents of record referred to in the Schedule B Special Exceptions to be delivered to Buyer. Buyer and/or Buyer's counsel may review the Title Commitment and such other matters of title as Buyer may elect to examine, and Buyer shall notify Seller of any objections Buyer may have to the title, in accordance with the procedure outlined below:

4.1.1 Buyer's Notification. Not later than ten (10) days after the later of the Effective Date or Buyer's receipt of the Title Commitment, Buyer shall deliver written notification to Seller of Buyer's approval or disapproval of the Title Commitment, which notification shall list each exception in Schedule B thereof to which Buyer objects ("Buyer's Notification"); provided, however, that regardless of whether Buyer delivers Buyer's Notification, Seller agrees that all monetary encumbrances or liens shall be paid or discharged by Seller on or before Closing. Except for any such monetary encumbrances or liens, any exceptions not objected to or disapproved by Buyer in writing shall be deemed Permitted Exceptions.

4.1.2 Seller's Response. Seller shall have seven (7) days after receipt of Buyer's Notification to deliver written notice to Buyer ("Seller's Response") identifying those title exceptions, if any, to which Buyer objected in Buyer's Notification which Seller agrees, in addition to monetary encumbrances or liens, to cause to be removed from the Title Policy (hereinafter defined) on or before Closing. The absence of a Seller's Response within the time herein provided shall constitute Seller's notice to Buyer of Seller's election not to remove any such exceptions, other than monetary encumbrances or liens. On or before the Closing Date, Seller shall remove those title exceptions that Seller has stated in Seller's Response it intends to remove and all monetary encumbrances or liens.

4.1.3 Buyer's Right to Terminate. If Seller does not notify Buyer in Seller's Response that Seller will remove all exceptions disapproved by Buyer, then Buyer shall have the right to terminate this Agreement upon written notice given to Seller no later than ten (10) days after Buyer's receipt of Seller's Response, or ten (10) days after Seller's Response was due, if no Seller's Response is provided, whichever is later. If Buyer terminates this Agreement on such basis, the provisions of Section 3.3 shall apply. If Buyer does not give written notice of termination within the time period provided in this Subsection 4.1.3, then all title exceptions disclosed on the Title Commitment, other than monetary encumbrances or liens, not agreed by Seller to be removed from the Title Policy at or prior to Closing shall be included as part of the Permitted Exceptions.

4.1.4 New Exceptions. The procedure for Buyer's Notification and Seller's Response and Buyer's Right to Terminate as provided in Subsections 4.1.1 and 4.1.2 above shall apply to any title exceptions that first appear after Buyer's receipt of the Title Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; *provided*, however, that if a new title exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such New Exception.

4.1.5 Effect of Seller's Failure to Cause Exceptions to be Removed. If Seller shall fail to remove on or before Closing any Title Exception required to be removed hereunder, then Buyer shall have the right either (a) to terminate this Agreement and to receive a full refund of the Deposit, or (b) to proceed to Closing and to accept title to the Property subject to such title exceptions, in which case such additional exceptions shall be included among the Permitted Exceptions.

4.2 Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (a) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

4.3 Deed. Title shall be conveyed at Closing by Statutory Warranty Deed, subject only to the Permitted Exceptions, in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "Deed").

ARTICLE V.
CONDITIONS

5.1 Due Diligence Condition. Buyer's obligation to purchase the Property is contingent upon Buyer determining, in its sole and absolute discretion, that it is satisfied with its investigation of all aspects of the Property, including, but not limited to, value, condition, marketability, title matters, environmental conditions, zoning, land use, and all other factors and conditions which Buyer considers relevant to its contemplated use of the Property, and the feasibility of its prospective purchase and ownership thereof (the "Due Diligence Condition").

5.2 Property Information; Disclosure Statement. Within five (5) business days following the Parties' mutual execution of this Agreement, Seller shall deliver to Buyer all of the following information pertaining to the Property in Seller's possession: (a) copies of all appraisals, surveys, plans and specifications, permits and applications, wetlands studies, soils and engineering reports; (b) copies of any and all leases, contracts, and agreements affecting the Property; (c) copies of any and all documents relating to the environmental condition of the Property, including any Hazardous Substances investigations, surveys or analysis of any aspect of the Property; and (d) copies of any and all citations and notices received from any governmental agency or entity claiming or asserting any non-compliance of the Property with any applicable laws (the "Property Information"). If this transaction fails to close for any reason, Buyer shall promptly return the Property Information to Seller. Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "Disclosure Statement"); *provided*, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days following the Parties' mutual execution of this Agreement

5.3 Right of Access. Buyer and its officers, agents, employees and designees shall be afforded access and entry onto and into the Property during the Contingency Period for inspection and investigation, to perform appraisals and surveys, and to conduct such additional studies, tests and inspections as Buyer may elect in order to fully investigate the Property. Any excavation, drilling, or other invasive testing conducted by Buyer or its consultants or contractors in accordance with accepted industry practices, and to the extent practicable, Buyer will cause the Property to be promptly repaired and restored to a condition reasonably comparable to that existing immediately preceding such action, at Buyer's expense.

5.4 Contingency Period. Buyer shall have the period ending at 9:00 p.m. on August 3, 2021 (the "Contingency Period") to determine Buyer's satisfaction of the Due Diligence Condition. This Agreement shall terminate, and the Deposit shall be refunded to Buyer, unless Buyer gives written notice to Seller on or before the expiration of the Contingency Period that the Due Diligence Condition has been satisfied. If such notice is timely given, the Due Diligence Condition shall be deemed satisfied.

ARTICLE VI.
CONDITIONS TO CLOSING

6.1 Buyer's Conditions. In addition to any conditions provided in other provisions of this Agreement, Buyer's obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.1.1 Compliance by Seller. Seller shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Seller on or before the Closing Date.

6.1.2 Correctness of Representations and Warranties. The representations and warranties of Seller as expressly set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if those expressly stated representations and warranties had been made on and as of the Closing Date, unless Seller shall have provided written notice to the Buyer to the contrary and shall have given Buyer the opportunity to terminate or withdraw from this transaction at or prior to Closing.

6.1.3 Title Policy. The Title Company shall be prepared to issue the Title Policy subject only to the Permitted Exceptions.

6.1.4 Seller's Deliveries. Seller shall have delivered all of Seller's Deliveries to Escrow Agent on or before the Closing Date.

6.2 Seller's Conditions. In addition to any conditions provided in other provisions of this Agreement, Seller's obligation to sell the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.2.1 Compliance by Buyer. Buyer shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Buyer on or before the Closing Date.

6.2.2 Correctness of Representations and Warranties. The representations and warranties of Buyer stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, unless Buyer shall have provided written notice to Seller to the contrary and has given Seller the opportunity to terminate or withdraw from this transaction at or prior to Closing).

6.2.3 Buyer's Deliveries. Buyer shall have delivered all of Buyer's Deliveries to Escrow Agent on or before the Closing Date.

ARTICLE VII.
DAMAGE AND DESTRUCTION AND CONDEMNATION

7.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. In the event that any material portion of the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer may, at its option, elect not to acquire the Property by giving written notice of its intent not to purchase within the earlier of

the Closing Date or the date that is thirty (30) days after notice has been given to Buyer of any such event. If Buyer elects to terminate this transaction as a result of such damage, then this Agreement shall be terminated and the Deposit shall be refunded to Buyer.

7.2 Condemnation. In the event that, prior to the Closing Date, any governmental entity shall have commenced any actions of eminent domain or similar type proceedings to take any portion of the Property, Buyer shall have the option either to (i) elect not to acquire the Property or (ii) complete the acquisition of the Property, in which event Buyer shall be entitled to all the proceeds of such taking.

ARTICLE VIII. CLOSING

8.1 Closing Date. Closing shall take place in the offices of Escrow Agent on the "Closing Date," which the Parties hereby agree shall be the fourteenth (14th) day (or such earlier day as the Parties may mutually agree upon in writing) following Buyer's written notice to Seller (if any) of satisfaction of the Due Diligence Condition, as set forth in Section 5.4, above; *provided*, however, that if such day falls on a Saturday, Sunday, legal holiday, as defined in RCW 11.16.050, or day when the County recording office is closed, the Closing Date shall be the next following business day.

8.2 Deliveries to Escrow. The Parties shall deliver the following documents and funds to the Escrow Agent not later than 12:00 o'clock, Noon, Pacific Time, on the business day immediately preceding the Closing Date:

8.2.1 By Seller. Seller shall deliver the following original documents and agreements, duly executed and acknowledged by Seller ("Seller's Deliveries"):

- (a) the Statutory Warranty Deed;
- (b) a real estate excise tax affidavit executed by Seller in a form required by law;
- (c) FIRPTA Affidavit; and
- (d) any and all such other documents or agreements consistent with the terms of this Agreement as may be required by Escrow Agent or the Title Company to close this transaction.

8.2.2 By Buyer. Buyer shall deliver to Escrow Agent, for delivery to Seller and/or recording the following funds and deliver or execute and acknowledge as required the following documents ("Buyer's Deliveries"):

- (a) a real estate excise tax affidavit in the amount of the Purchase Price;
- (b) cash or immediately-available funds in the amount of the Purchase Price plus Buyer's Closing Costs, with credit for the Deposit and any other items of credit agreed to by Seller or as provided in this Agreement ("Buyer's Funds");

- (c) the Lease; and
- (d) any and all other documents, funds and agreements consistent with the terms of this Agreement as required by Escrow Agent or the Title Company to close this transaction.

8.3 Seller's Closing Costs. In connection with and at the Closing, Seller shall pay Seller's own attorneys' fees and any commission which may be due to any participating real estate agent.

8.4 Buyer's Closing Costs. In connection with and at the Closing, Buyer shall pay the premium for the Title Policy, including sales tax thereon, the cost of any special endorsements requested by Buyer, and the incremental cost for extended coverage; the cost of any survey required for extended title coverage (if not previously paid); the Escrow Agent's fee, the costs of recording the Deed; and Buyer's own attorneys' and consultants' fees.

8.5 Prorations. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs. Seller shall be responsible for all expenses of the Property applicable to the period prior to the Closing Date and Buyer shall be responsible for the expenses of the Property applicable to the period from and after the Closing Date. If any expenses are not determinable on the Closing Date, at the earliest possible opportunity following the Closing Date, Seller and Buyer shall make any final adjustments. The following prorations shall apply:

8.5.1 Taxes. Escrow Agent shall prorate real property taxes and assessments on the Property as of the Closing Date for the current fiscal year based on the most current official real property tax information available from the office of the Pierce County Assessor or other assessing authorities.

8.5.2 Utility Costs and Deposits. Buyer and Seller waive the services of Escrow Agent in administering the disbursement of funds necessary to pay utility charges.

8.6 Closing. "Closing" shall be deemed to have occurred when the Deed has been recorded, the Purchase Price (adjusted for credits and debits to Seller's account made in accordance with this Agreement) has been delivered to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business.

8.7 Escrow Instructions. Each of the Parties may provide Escrow Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Escrow Agent.

ARTICLE IX. POSSESSION

Buyer shall have the right to possession of the Property following Closing.

ARTICLE X.
REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, that:

10.1.1 Organization. Seller is a Washington limited liability company, having paid all applicable licenses and fees.

10.1.2 Authority. Seller has the full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated herein.

10.1.3 Non-Foreign. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

10.1.4 Litigation. There is no litigation pending, or, to Seller's knowledge, threatened, against Seller before any court or administrative agency which relates to the Property or which might result in Seller's being unable to consummate this transaction.

10.1.5 No Conflict. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Seller is aware.

10.1.6 Hazardous Substances. Except as disclosed in any environmental reports or studies included in the Property Information, Seller has no actual knowledge of any generation, storage, transportation, release, deposits, spill, use, placement or disposal on, in, under or from the Property or any properties adjacent thereto of any Hazardous Substances in violation of any Hazardous Substances laws, and there is not currently, nor has there been during Seller's ownership of the Property or to Seller's actual knowledge in the past any proceeding or inquiry by any governmental body with respect thereto. Except as disclosed in any environmental reports or studies included in the Property Information as set forth in Section 5.2, above, Seller has no actual knowledge of the Property now nor in the past having or containing any underground storage tanks or Hazardous Substances. Seller agrees to and shall indemnify, defend (with counsel reasonably satisfactory to Buyer), and hold Buyer harmless from and against any and all claims, losses, liabilities, damages, fines, penalties, cleanup costs and expenses (including reasonable attorneys' fees and consultants' costs) arising from the presence of Hazardous Substances on the Property arising during Seller's ownership of the Property up to the Closing Date.

10.1.7 Assessments. Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the Preliminary Commitment.

As used herein, the term, "to Seller's knowledge," or similar terms referring to "Seller's knowledge," means the actual knowledge possessed by Kevin Ballard, based on his reasonable review of Seller's books and records related to the Property.

10.2 Survival. All of the representations and warranties of Seller contained herein shall survive the Closing Date.

ARTICLE XI.
REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 Representations and Warranties of Buyer. Buyer and the person executing this Agreement on behalf of Buyer hereby represent and warrant, as of the Effective Date and as of the Closing Date, that:

11.1.1 Organization. Buyer is a Washington municipal corporation.

11.1.2 Authority. Buyer has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and the individual(s) who on Buyer's behalf execute and deliver the Agreement and all documents to be delivered to Seller hereunder are and shall be duly authorized to do so and have the full authority to bind Buyer to this Agreement.

11.1.3 Litigation. There is no litigation pending or, to Buyer's knowledge, threatened, against Buyer before any court or administrative agency which might result in Buyer's being unable to consummate this transaction.

11.1.4 No Conflict. Neither the execution of this Agreement nor the consummation by Buyer of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Buyer is a party; (ii) violate any restriction to which Buyer is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Buyer is aware.

As used herein, the term, "to Buyer's knowledge," or similar terms referring to "Buyer's knowledge," means the actual knowledge possessed by Mr. John Caulfield, Buyer's City Manager, based on his reasonable review of Buyer's books and records.

11.2 Survival. All of the representations and warranties of Buyer contained herein shall survive the Closing Date.

ARTICLE XII.
NOTICES

All notices, approvals, or other communications required or permitted hereunder to be given shall be in writing, and shall be personally delivered, delivered by nationally recognized overnight courier, mailed by first class mail, postage prepaid, or delivered or sent by email to the Parties as set forth below. Notices shall be deemed effective (i) if delivered by overnight courier or by personal delivery, then on the date of delivery; (ii) if mailed, on the earlier of actual delivery or on the third

business day after posting in the United States mail, postage prepaid, or (iii) if given by email when sent. At the request of either Party, or the Closing Agent, the Parties will confirm email transmitted documents by signing an original document.

If to Seller: Elizabeth Court LLC
Attn: Kevin L. Ballard, General Manager Land Development
Village Life
19020 33rd Avenue West, Suite 450
Lynnwood, WA 98036
Phone: (425) 778-4111 ext 1473
Email: kevin@village-life.net

With a copy to: Brian Holtzclaw, Attorney
Village Life
19020 33rd Avenue West, Suite 450
Lynnwood, WA 98036
Phone: (425) 478-7453 (cell)
Email: brian@village-life.net

If to Buyer: City of Kenmore
Attn: Rob Karlinsey, City Manager
18120 68th Avenue NE
Kenmore, WA 98028
Fax: (425) 398-8900
Email: rkarlinsey@kenmorewa.gov

with a copy to: Kinnon Williams
Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, WA 98101
Fax: (206) 447-9700
Email: kinnon.williams@foster.com

ARTICLE XIII

BROKERAGE COMMISSIONS

Each Party represents to the other that no brokerage commission, finder's fee, acquisition fee or like payment arises through such Party with regard to the sale or lease of the Property. Each Party shall defend and indemnify the other Party and hold the other Party harmless from and against any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against the indemnified Party arising out of any agreement entered into by the indemnifying Party in connection with this Agreement, or otherwise arising through the indemnifying Party. The obligations of the Parties under this Section shall survive Closing.

ARTICLE XIV.
DEFAULT AND REMEDIES

14.1 Buyer's Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller written notice of such breach, which notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach and the Closing Date shall be extended accordingly to permit Seller to cure such breach, if necessary. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedy shall be either: (i) to cancel this Agreement, in which event the Deposit shall be returned to Buyer, and Seller shall reimburse Buyer for its out-of-pocket expenses incurred pursuant to Sections 5.1 and 5.3 of this Agreement, or, in the alternative, (ii) to seek specific performance of this Agreement. The foregoing shall not limit any rights of Buyer to be indemnified by Seller, or to receive attorneys' fees and costs as provided in this Agreement with respect to the breach by Seller of any express obligation to indemnify Buyer expressed in this Agreement, regardless of whether occurring before or after Closing.

14.2 SELLER'S REMEDIES – LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY'S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.



Buyer's Initials



Seller's Initials

14.3 Waiver of Trial by Jury. Seller and Buyer each hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with or related to, or incidental to, the dealings of the Parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury

and that any Party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other Party or Parties hereto to waiver of its or their right to trial by jury. Buyer and Seller further acknowledge and agree that this provision has been expressly negotiated and agreed upon between them and is for their mutual benefit.

ARTICLE XV.
VOLUNTARY NATURE OF TRANSACTION

The Parties acknowledge and agree that Buyer's acquisition of the Property pursuant to this Agreement is a voluntary arms-length transaction between a willing seller and willing buyer, neither being compelled to buy or sell.

ARTICLE XVI.
MISCELLANEOUS

16.1 Attorneys' Fees. In the event of any litigation brought to enforce or interpret or otherwise arising out of this Agreement, the substantially prevailing Party therein shall be entitled to an award of its fees and costs, including attorneys' fees, incurred therein, in the preparation therefor, and on any appeal or rehearing thereof.

16.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and such counterparts, when taken together, shall constitute one and the same instrument.

16.3 Time. Unless otherwise specified in this Agreement, any period of time measured in days in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified time period. If the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. "Business day" means any day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of each provision of this Agreement.

16.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Agreement shall be in the superior court of King County, Washington.

16.5 Binding Effect. This Agreement shall be binding upon and to inure to the benefit of each of the Parties hereto and each Party's respective successors and assigns.

16.6 Survival of Provisions. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

16.7 Exhibits. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

16.8 Further Acts. The Parties shall execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

EXECUTED by each Party as of the date next to that Party's signature.

SELLER:

ELIZABETH COURT LLC

By: 
Kevin C. Ballard
Authorized Representative

Date: 6-18-21

BUYER:

CITY OF KENMORE,
a Washington municipal corporation

By: 
Rob Karlinsey
Its: City Manager

Date: 6-18-21

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Form of Deed
Exhibit C	Seller's Closing Certificate
Exhibit D	Buyer's Closing Certificate

EXHIBIT A
LEGAL DESCRIPTION

LOT 3, BLOCK 8, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 26, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON.

EXCEPT THE NORTHERLY 624.85 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL NUMBER: 011410-0375-08

**EXHIBIT B
FORM OF DEED**

[See attached]

Recording requested by and
when recorded mail to:

Kinnon Williams
Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, WA 98101

Grantor:	Elizabeth Court, LLC
Grantee:	City of Kenmore
Legal Description:	This page, below
Assessor's Tax Parcel ID#	011410-0375-08
Reference Nos. of Documents Released or Assigned:	N/A

STATUTORY WARRANTY DEED

THE GRANTOR ELIZABETH COURT LLC, a Washington limited liability company, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to CITY OF KENMORE, a Washington municipal corporation, as GRANTEE, the real property situated in the County of King, State of Washington legally described as follows:

LOT 3, BLOCK 8, ALDERWOOD MANOR NO. 14, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 26, PAGE 4, RECORDS OF
KING COUNTY, WASHINGTON.
EXCEPT THE NORTHERLY 624.85 FEET THEREOF;
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.
TAX PARCEL NUMBER: 011410-0375-08

This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.

DATED: _____, 2021.

ELIZABETH COURT LLC

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **PersonName** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **PersonTitle** of Elizabeth Court LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires: _____

EXHIBIT A

Exceptions

**EXHIBIT C
SELLER'S CLOSING CERTIFICATE**

THIS SELLER'S CLOSING CERTIFICATE (this "Certificate") is made and given as of _____, 2021, by Elizabeth Court LLC, a Washington limited liability company ("Seller") to and for the benefit of the CITY OF KENMORE, a Washington municipal corporation ("Buyer"), as follows:

RECITALS

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.

B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

C. The Agreement requires, *inter alia*, as a condition to Buyer's obligations under the Agreement, Seller shall each execute and deliver this Certificate to Buyer at Closing.

CERTIFICATE

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.

2. Seller hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Buyer to rely upon each and all of Seller's Representations and Warranties as contained in Section 10.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

EXECUTED AND DELIVERED as of the date first stated above.

SELLER:

ELIZABETH COURT LLC

By: _____

Its: _____

EXHIBIT A TO SELLER'S CLOSING CERTIFICATE

Legal Description:

LOT 3, BLOCK 8, ALDERWOOD MANOR NO. 14, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 26, PAGE 4, RECORDS OF
KING COUNTY, WASHINGTON.

EXCEPT THE NORTHERLY 624.85 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL NUMBER: 011410-0375-08

**EXHIBIT D
BUYER'S CLOSING CERTIFICATE**

THIS BUYER'S CLOSING CERTIFICATE (this "Certificate") is made and given as of _____, 2021, by the CITY OF KENMORE, a Washington municipal corporation ("Buyer") to and for the benefit of ELIZABETH COURT LLC, a Washington limited liability company ("Seller"), as follows:

RECITALS

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.

B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

C. The Agreement requires, *inter alia*, as a condition to Seller's obligations under the Agreement, Buyer shall each execute and deliver this Certificate to Seller at Closing.

CERTIFICATE

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.

2. Buyer hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Seller to rely upon each and all of Buyer's Representations and Warranties as contained in Section 11.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the date first set forth hereinabove.

BUYER:

CITY OF KENMORE
a Washington municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A TO BUYER'S CLOSING CERTIFICATE

Legal Description

LOT 3, BLOCK 8, ALDERWOOD MANOR NO. 14, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 26, PAGE 4, RECORDS OF
KING COUNTY, WASHINGTON.

EXCEPT THE NORTHERLY 624.85 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL NUMBER: 011410-0375-08