

City of Kenmore



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

City of Kenmore
City Council Regular Meeting Agenda
7:00 p.m., Monday, April 9, 2012
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL TO ORDER REGULAR MEETING

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CITIZEN COMMENTS

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

VI. CONSENT AGENDA

- A. Approve Minutes from the March 19, 2012 Council Meeting.
- B. Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012.
- C. Accept January 2012 Financial Reports for the City of Kenmore, Washington - Joanne Gregory, Finance Director

VII. BUSINESS AGENDA

- A. Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington 1, Inc. and Fixing an Effective Date - Nancy Ousley, Assistant City Manager

VII. BUSINESS AGENDA

- B. Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. For Banner Installation and Maintenance Services - Nancy Ousley, Assistant City Manager and Jennifer Gordon, Public Works Operations Manager
- C. 2011 Annual Police Crime Statistics Report - Kenmore Police Chief Cliff Sether

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

April 16, 2012 7:00 p.m. Regular Council Meeting
April 23, 2012 7:00 p.m. Regular Council Meeting

DRAFT COPY

City of Kenmore
Town Hall & Regular Council Meeting
Minutes
March 19, 2012

OPEN TOWN HALL MEETING – Mayor David Baker called the Town Hall Meeting to order at 6:30 p.m.

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

DISCUSSION TOPIC - DOWNTOWN DEVELOPMENT

Deputy Mayor Bob Hensel facilitated the meeting.

Informal questions and answers relating to Kenmore Downtown Development followed.

CLOSE TOWN HALL MEETING – Mayor David Baker closed the Town Hall Meeting at 7:20 p.m.

CALL REGULAR MEETING TO ORDER – Mayor David Baker called the regular meeting to order at 7:30 p.m.

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

Staff present: Joanne Gregory, Finance Director; Ron Loewen, City Engineer; Debbie Bent, Director of Community Development; Jennifer Gordon, Public Works Operations Manager; Leslie Harris, Public Information Officer/Special Events Coordinator; Bryan Hampson, Director of Land Development and Permitting; Cliff Sether, Police Chief; Rod Kaseguma, City Attorney; and Lynn Suskin, City Clerk

FLAG SALUTE

Sherri Baker led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

CITIZEN COMMENTS

Dennis Mendrey, 6410 NE 182nd St., Kenmore, was present to state that he supports the downtown development and encourages more efforts in seeking new businesses to come to Kenmore.

Kent Sturgis, 18821 64th Ave. NE, Kenmore, was present to state that he recommends that others not keep getting caught up in the past, but instead support and look forward to the future development in the downtown area.

City Council Town Hall & Regular Meeting Minutes
March 19, 2012

Bill Roetcisoender, 6130 NE 197th, Kenmore, was present to state that he recommends that others not keep getting caught up in the past, but instead support and look forward to the future development in the downtown area.

John Hendrickson, 5919 NE 202nd Lane, was present to discuss his concerns relating to the agreement with Urban Partners and the mistakes that were made in the past.

Carl Michelman, 18023 62nd Ave. NE, Kenmore, was present to state that he supports the Downtown Development and does want the City to move forward. He requested more transparency in any further negotiations regarding downtown development.

John Krumwide, 7301 NE 175th St., Kenmore, was present to state his concerns relating to what is happening at the Inglewood Mobile Home Park on the river. He stated that the new owners have made changes that are having a negative impact on the residents of the park. He requested information on any regulations the City has relating to mobile home parks.

Cooper Smith, 16316 Inglewood Place NE, was present to provide the status on what his group has been doing in regard to their proposal for a memorial for Veterans that they would like to be located on city hall property.

Dave Crawford, 7534 NE 175th St., Kenmore, was present to state his concerns relating to Swamp Creek and the high Surface Water Management fees he has to pay in Kenmore.

CONSENT AGENDA

Councilmember Allan Van Ness moved to approve the consent agenda as submitted. Councilmember Glenn Rogers seconded the motion to approve minutes of the February 13, 2012 Regular Council Meeting and February 27, 2012 Regular Council Meeting; Approve Claim Nos. 25421-25508 in the Amount of \$168,683.30 for the Period Ending February 29, 2012; Adopt Resolution No. 12-198 - A Resolution of the City of Kenmore, Washington Granting Final Plat Approval to the Wynfield South Subdivision (File PRJ2004-048); Adopt Resolution No. 12-199 Setting a Public Hearing Regarding the Establishment of a Transportation Benefit District Pursuant to the Authority of RCW Chapter 36.73; Declare all Above Ground Structures at 18808 73rd Avenue NE and 18804 73rd Avenue NE to be Surplus and Authorized for Sale or Demolition; Authorize the City Manager to Execute Contract Agreement No. 12-1015 with H.W. Lochner, Inc., for Engineering Services in an Amount Not to Exceed \$100,000; and Authorize the City Manager to Execute Interlocal Agreement Contract No. 12-1016 with Northshore Utility District to Relocate a Sanitary Side Sewer as Part of the NE 181st Street Culvert Replacement Project. The motion passed unanimously.

BUSINESS AGENDA

Adoption of Ordinance No. 12-0335 - An Ordinance of the City of Kenmore, Washington; Adopting a New Chapter 8.40 of the Kenmore Municipal Code Establishing Regulations and a Permitting Process for Special Events; Amending Sections 8.05.020.J, 8.10.020, 12.35.020.A, 12.40.020.A, and 18.10.040.C of the Kenmore Municipal Code to Provide

City Council Town Hall & Regular Meeting Minutes
March 19, 2012

Consistent Cross-Referencing to Chapter 8.40 KMC; and Establishing an Effective Date - Bryan Hampson, Land Development and Permitting Director, was present to give a brief staff report. He reviewed that the proposed ordinance was presented to and discussed at the February 27, 2012 Council Meeting. He stated that during the discussion an inconsistency was identified. He stated that the necessary changes have now been made. He was also available to answer any questions.

Councilmember Laurie Sperry moved to adopt Ordinance No. 12-0335 - An Ordinance of the City of Kenmore, Washington; Adopting a New Chapter 8.40 of the Kenmore Municipal Code Establishing Regulations and a Permitting Process for Special Events; Amending Sections 8.05.020.J, 8.10.020, 12.35.020.A, 12.40.020.A, and 18.10.040.C of the Kenmore Municipal Code to Provide Consistent Cross-Referencing to Chapter 8.40 KMC; and Establishing an Effective Date. Councilmember Allan Van Ness seconded the motion.

Discussion followed.

Councilmember Brent Smith moved to amend the main motion to eliminate the reference to the Memorial Day to Labor Day timeframe as written on page 9. Councilmember Glenn Rogers seconded the motion. The motion passed unanimously.

Councilmember Laurie Sperry moved to Adopt Ordinance No. 12-0335 as amended. Councilmember Allan Van Ness seconded the motion. The motion passed unanimously.

2012 Legislative Session Update from Gordon, Thomas Honeywell – Briahna Taylor and Cindy Zehnder, from Gordon Thomas Honeywell Governmental Affairs, were present to provide an overview of the 2012 legislative session and those issues outlined in the City's legislative agenda. They were also available to answer any questions.

Discussion followed.

SR 522 Phase 1 Stage 2 Discussion of Project Segmenting for Funding Purposes - Ron Loewen, City Engineer, was present to give a brief report in which he reviewed that during the last legislative session the City was asked to submit the SR 522 Phase I Stage 2 Project (west end) in a different project sequence from the current Transportation Improvement Program. He stated that as a result, the project was split into segments that might more logically be funded by the State Capital Budget and the State Transportation Budget. He was also present to answer any questions.

Councilmember Allan Van Ness moved to approve the project segment and submittal for the PSRC Federal Highway Administration regional & countywide grant programs. Deputy Mayor Bob Hensel seconded the motion. The motion passed unanimously.

Accept December 2011 Financial Reports - Joanne Gregory, Finance Director, was present to briefly review and answer questions relating to the December 2011 Financial Reports.

Councilmember Glenn Rogers moved to accept the December 2011 Financial Reports. Councilmember Brent Smith seconded the motion. The motion passed unanimously.

City Council Town Hall & Regular Meeting Minutes
March 19, 2012

Current City Manager Agreement – Mayor David Baker read his comments into the record on Resolution No. 12-200, related to the current city manager agreement with Fred Stouder. He stated that the City thanks Mr. Stouder for his years of service and wishes him the very best in his future endeavors.

Councilmember Allan Van Ness moved to adopt Resolution No. 12-200. Councilmember Bob Hensel seconded the motion. The motion passed unanimously.

COUNCIL COMMENTS/REPORTS

Councilmember Brent Smith wanted to discuss Cooper Smith's request for a location to place the Veteran's Memorial.

Mayor David Baker moved to look into developing a city policy for locating private works on public property. Councilmember Milton Curtis seconded the motion. The motion passed unanimously.

Councilmember Laurie Sperry provided an update on the Kenmore Library Advisory Board. She stated that she continues to receive requests on the need for crosswalks and the importance of pedestrian safety in front of library.

Councilmember Allan Van Ness provided an update on the recent ETP and WRIA8 meetings he attended. He stated that the recent National League of Cities (NLC) he, as well as Mayor David Baker, Councilmember Glenn Rogers and staff, attended was very fruitful. He provided a brief summary of the NLC conference and their meeting with the Corps of Engineers. He stated that he would like to attend an economic workshop in California and recommends that the City send other representatives.

Councilmember Glenn Rogers provided a brief summary of the Nation League of Cities conference and their meetings with the Corps of Engineers. He distributed handouts regarding two upcoming conferences.

It was the consensus that the two upcoming conferences would be discussed at the next council meeting.

Deputy Mayor Bob Hensel discussed how important small businesses are to Kenmore. He reviewed his meeting with Washington State Department of Transportation last year. He stated that he would like to know how the SR 522 project sales tax revenue gets distributed and whether any came directly to Kenmore.

Deputy Mayor Bob Hensel moved to direct staff to find out what they can on the sales tax revenue and have them report back with Council. Mayor David Baker seconded the motion. The motion passed unanimously.

City Council Town Hall & Regular Meeting Minutes
March 19, 2012

Mayor David Baker discussed the following: issue relating to Kenmore Air not being able to fly when the President travels to Seattle due to flight restrictions; budget reductions affecting Community Development Grant Programs; insurance plan for homeowners that cover the water and sewer lines to their house; and he recommends that we send representatives to the economic workshop in California scheduled for May.

ADJOURNMENT

Mayor David Baker adjourned the regular meeting at 9:15 p.m.

Mayor David Baker

ATTEST:

Lynn Suskin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 25575-25642 which total \$214,150.38 are just, due, and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.

City Manager  Date 30 Mar 2012

 Date 3/29/12
Finance Director

25575	CITY OF KENMORE	Payroll Entry	\$	50.00
25576	NATIONWIDE RETIREMENT SOLUTIONS 457	Payroll Entry		1,570.00
25577	ICMA RETIREMENT TRUST 457 - 304745	Payroll Entry		2,003.84
25578	DRS 457	Payroll Entry		1,737.50
25579	AFLAC	Payroll Entry		487.65
25580	CITY OF KENMORE FS	Payroll Entry		153.26
25581	BANK OF AMERICA 941	Payroll Entry		11,612.88
25582	WA GUARANTEED EDUCATION TUITION	Payroll Entry		415.00
25583	DEPARTMENT OF LABOR AND INDUSTRIES	Payroll Entry		2,919.14
25584	UNITED WAY OF KING COUNTY	Payroll Entry		92.00
25585	NATIONAL LIFE OF VERMONT	Payroll Entry		328.34
25586	AMERICAN GENERAL	Payroll Entry		493.16
25587	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Entry		275.00
25588	NATIONWIDE FINANCIAL 401a	Payroll Entry		10,652.88
25589	AWC EMPLOYEE BENEFITS	Payroll Entry		35,428.40
25590	DEPARTMENT OF RETIREMENT SYSTEMS	Payroll Entry		9,053.69
25591	KING COUNTY RECORDER'S OFFICE	Roadway/ Utility Easement Recording		64.00
25592	KING COUNTY RECORDER'S OFFICE	Sidewalk/ Utility Easement Recording		67.00
25593	HOME DEPOT CREDIT SERVICES	Kenmore Park Fence Repair Materials		65.26
25594	FAST WATER HEATER	Overcharge by mybuildingpermit.com		24.21
25595	BAKER, DAVID	Travel Exp. Reimbursement		214.90
25596	BRAVO ENVIRONMENTAL SERVICE	Emergency Call - Dog Rescue		217.50
25597	CASCADE PEST CONTROL	Rhododendron Park Pest Control		142.35
25598	COASTWIDE LABORATORIES	Maintenance Supplies - City Hall		401.05
25599	DEPARTMENT OF LICENSING	Driving Record Request		10.00
25600	EXTREME PROMOTIONS	Corporate Wear Waterproof Jackets		170.00
25601	FRUHLING SAND & TOPSOIL	Brush Dumping		60.00
25602	CALPORTLAND COMPANY	Sidewalk & Pipe Repair Materials		116.82
25603	H.W. LOCHNER, INC.	12/10/11-2/3/12 Engineering Svcs		49,838.99

VIB. Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012.

25604	JET CITY PRINTING	522 Brochures	49.27
25605	KING COUNTY FINANCE	Dump Fee (Sofa from 61st & 192nd)	20.00
25606	NEXTEL COMMUNICATIONS	Cell Phone Chgs - 1/25-2/24/12	898.12
25607	NORTHSHORE FIRE DEPT	February Fire Marshal Plan Review	700.00
25608	NORTHSHORE SCHOOL DISTRICT	Ice Cream Social 1/13/12	333.53
25609	NORTHSHORE UTILITY DIST	1/15-3/15 Utility Bills	6,754.80
25610	NORTHSHORE YMCA	1st Qtr 2012 School Age Program	1,707.00
25611	OTAK	SR522 Ph 2 Final Design thru 1/6/12	809.47
25612	PUGET SOUND ENERGY	2/14-3/15 Electricity Bills	2,430.41
25613	TOTAL LANDSCAPE CORP	Parks & Facilities Landscaping	5,462.51
25614	WASHINGTON STATE DEPT OF REVENUE	Tax due on out of state purchase	84.16
25615	WA STATE DEPT OF TRANSPORTATION	NE 181st St. Improvements	9,541.24
25616	COLUMBIA RIDGE LANDFILL	Dump Fees 3/1-3/14 Street Sweeper	2,434.42
25617	DAY WIRELESS SYSTEMS	Onsite SMD Calibration	81.91
25618	VAN NESS, ALLAN	March Bus. Mtg. Reimbursement	138.99
25619	ROGERS, GLENN	3/4-3/14 D.C. Travel Reimburse	494.60
25620	PROTHMAN COMPANY	City Mgr Recruitment Expense	57.96
25621	AMERICAN SOCIETY OF COMPOSERS	Licensing Fees 8/15/11-8/14/12	311.52
25622	MAIL FINANCE	Lease Payment 4/14-5/13/12	250.76
25623	KELLY PRINTING & GRAPHICS	Business Cards	267.73
25624	BANNER BANK LD	Supplies	71.40
25625	BANNER BANK CS	Teen Dance - Supplies, Equipment	639.45
25626	BANNER BANK NO	Meals, Parking, Conference Reg.	483.23
25627	QUALITY BUSINESS SYSTEMS	2/1-3/1/12 Copier Lease	470.43
25628	BIS	Web Hosting March, 2012	175.00
25629	BANNER BANK KENMORE	Training Classes	883.42
25630	UNIVERSAL FIELD SERVICES	02/12 Tributary 57 Channel Realign.	989.46
25631	SHRED-IT	Shredding Svc 3/14/12	49.50
25632	ALCALDE & FAY	Govt. Affairs Consulting 3/15-4/15/12	5,016.26
25633	COASTAL WEAR PRODUCTS INC	Street Sweeper Broom	1,356.71
25634	COMCAST	City Hall Internet Svc 3/14-4/13/12	116.90
25635	ORB ARCHITECTS	Feb. Consulting Svcs	31,058.81
25636	PROTECTION TECHNOLOGIES, INC	City Hall Access System Repair	258.41
25637	AM TEST, INC	TMDL Monitoring - Samples	125.00
25638	MILNE ELECTRIC, INC	Remove Pendant Lights @ Front Entry	210.00
25639	MILLER STEPHENS, MARY	Sno Cty Public Defense Svc Feb	1,250.00
25640	PERTEET INC.	Kenmore Vill. Prof Svc 1/30-2/26	3,898.87
25641	NRC ENVIRONMENTAL SERVICES, INC.	IDDE Cleanup 2/29 7324 NE 175th	2,059.86
25642	FEDEROV, LYUBIM	Cash Deposit Release FSP2007-037	3,544.45

		<u>\$ 214,150.38</u>
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VIB. Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012.

2012	PRIOR VENDOR ACTIVITY	Previous YTD
	A+ CONFERENCING	108.18
	AAA FLAG & BANNER MFG. CO., INC.	1,042.44
	ACTION ENTERTAINMENT	350.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	280.50
	AFLAC	1,025.30
	ALCALDE & FAY	10,188.95
	ALLIED WASTE SERVICES #172	1,549.47
	AM TEST, INC	250.00
	AMERICAN GENERAL	982.36
	AMERICAN PLANNING ASSOCIATION	411.00
	ASSOCIATION OF WA CITIES	14,058.00
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	72,068.16
	BAKER, DAVID	649.92
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	58,391.62
	BANNER BANK BH	986.68
	BANNER BANK CS	434.24
	BANNER BANK DB	553.76
	BANNER BANK JG	375.00
	BANNER BANK JGORDON	842.15
	BANNER BANK KENMORE	5,736.89
	BANNER BANK LB	273.70
	BANNER BANK LD	182.16
	BANNER BANK NO	662.26
	BARTON, ANDREW	1,641.29
	BASTYR UNIVERSITY	50,000.00
	BENT, DEBORAH A	576.00
	BIS	350.00
	BLACKBAUD	4,956.23
	BRAVO ENVIRONMENTAL SERVICE	1,341.15
	BULGER SAFE & LOCK, INC.	546.36
	CALPORTLAND COMPANY	62.78
	CARLSON, THOMAS G.	214.29
	CASCADE PEST CONTROL	284.70
	CB RICHARD ELLIS, INC	7,750.00
	CEDARBROOK	287.55
	CEMEX	825.02
	CHANDLER, RONALD	937.47
	CITY OF BELLEVUE	7,581.02
	CITY OF KENMORE	100.00
	CITY OF KENMORE FS	818.90
	CITY OF LAKE FOREST PARK	141,151.44
	CITY OF SHORELINE	914.77
	CLYDE/WEST	1,254.02
	COASTWIDE LABORATORIES	407.28

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CODE 4 PUBLIC SAFETY EDUCATION	99.00
CODE PUBLISHING COMPANY	11,282.92
COLUMBIA RIDGE LANDFILL	4,394.35
COMCAST	233.80
CONSOLIDATED PRESS	845.11
COX PRINTING & SIGNS	235.43
CROWN PRODUCTS LLC	885.88
CSAT, LLC	800.00
DAILY JOURNAL OF COMMERCE	125.80
DAY & NITE PLUMBING & HEATING	2,955.41
DAY WIRELESS SYSTEMS	81.91
DEPARTMENT OF LABOR AND INDUSTRIES	5,812.72
DEPARTMENT OF RETIREMENT SYSTEMS	46,981.44
DRS 457	8,687.50
EFFICIENCY INC	967.98
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ESA ADOLFSON	300.00
ESPRESSO WORKS	75.00
EVERGREEN SAFETY COUNCIL	175.00
FERGUSON ENTERPRISES INC	503.23
FINANCIAL CONSULTANTS INT'L INC	76.02
FLEX ONE/AFLAC BENEFIT SERVICES	100.00
FPOD LLC	7,500.00
FRONTIER	1,714.32
FRUHLING SAND & TOPSOIL	263.00
FULL MAINTENANCE GARDENING	746.80
GALLS, LLC	26.25
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	7,629.35
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAY & OSBORNE, INC	20,306.88
GREENWOOD HEATING & AC	39.45
H.W. LOCHNER, INC.	27,104.48
HDR	2,293.31
ICMA RETIREMENT TRUST 457 - 304745	10,019.20
INDEPENDENT STATIONERS	883.75
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INSLEE, BEST, DOEZIE & RYDER, P.S.	29,541.96
INTEGRA TELECOM	1,473.35
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,015.97
INTERNATIONAL INST OF MUNI CLERKS	175.00
iWORQ SYSTEMS	1,000.00
JACOBSON, BETTS & COMPANY	3,008.00
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	359.16

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JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	75,097.58
KELLY PRINTING & GRAPHICS	456.62
KESSELRING'S	343.47
KING COUNTY W.L.R.D.	52,836.02
KING COUNTY ANIMAL SVCS	600.00
KING COUNTY FINANCE	6,800.60
KING COUNTY LIBRARY SYS	169,633.00
KING COUNTY RADIO COMM SERVICES	246.58
KING COUNTY RECORDER'S OFFICE	200.00
KING COUNTY SHERIFF	7,263.84
LAWRENCE, HENRY	752.54
LIGHTHOUSE CONSULTING INC	3,921.47
MAIL FINANCE	501.52
McKEE & SCHALKA	4,000.00
MINZGHOR, NICHOLAS	1,214.22
MR. T'S TROPHIES	122.66
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL IMPRINT CORPORATION	427.87
NATIONAL LEAGUE OF CITIES	1,784.00
NATIONAL LIFE OF VERMONT	656.68
NATIONWIDE FINANCIAL 401a	54,779.24
NATIONWIDE RETIREMENT SOLUTIONS 457	7,850.00
NEXTEL COMMUNICATIONS	896.09
NORTH COAST ELECTRIC	13.83
NORTHSHORE FIRE DEPT	560.00
NORTHSHORE UTILITY DIST	8,183.40
OAC SERVICES, INC	2,066.25
OFFICE CLEANING CREW	960.00
OFFICE MAX	1,775.01
OFFICE TEAM	97.30
OLYMPIC ENVIRONMENTAL RESOURCES INC	910.00
OM WORKSPACE	858.47
ORB ARCHITECTS	16,144.67
OTAK	16,439.76
PACIFIC TOPSOILS	736.24
PAWS	320.00
PENDLETON CONSULTING LLC	6,199.73
PEOPLES STORAGE	354.00
PERKINS COIE	109.00
PERTEET INC.	4,802.76
PETTY CASH CUSTODIAN	415.27
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	301.89
PLYWOOD SUPPLY INC	496.40
PRIME PACIFIC BANK	60.00
PROTECTION TECHNOLOGIES, INC	462.51
PROTHMAN COMPANY	12,066.88
PRUDENTIAL	373.13

VIB. Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012.

PSR MECHANICAL	752.27
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	35,265.01
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS	845.75
RCS VALUATION CORP	750.00
ROLLABELS	37.15
SARAH ROBERTS	20,200.00
SEATTLE TIMES	405.92
SEES TREES AND EXCAVATION INC	5,568.09
SESAC	15.00
SHRED-IT	99.00
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	56,672.42
SOUND PUBLISHING, INC.	882.00
STAPLES ADVANTAGE	245.30
STATE OF FLORIDA DISBURSEMENT UNIT	1,375.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	6,300.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,632.64
SUSSMAN/PREJZA & CO, INC	2,173.80
THE KIPLINGER TAX LETTER	99.00
TOTAL LANDSCAPE CORP	12,808.42
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	264.63
TRANE U.S. INC.	396.08
UNITED WAY OF KING COUNTY	284.00
UNIVERSAL FIELD SERVICES	1,679.98
VAN NESS, ALLAN	885.35
VERIZON SELECT SERVICES INC.	724.86
WA ASSOC OF CODE ENFORCEMENT	25.00
WA CITIES INSURANCE AUTHORITY	148,649.00
WA FINANCE OFFICERS ASSOCIATION	200.00
WA GUARANTEED EDUCATION TUITION	830.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	500.00
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	75.00
WASHINGTON STATE DEPT OF REVENUE	89.97
WELLS FARGO FINANCIAL	2,410.29
WESTERN METAL ART & SIGN	187.85
WETLANDS & WOODLANDS INC	1,238.72
ZONAR SYSTEMS	525.33

\$ 1,453,577.07

VIB. Approve Claim Nos. 25575-25642 in the Amount of \$214,150.38 for the Period Ending March 30, 2012.

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Accept January 2012 Financial Reports for the City of Kenmore, Washington			April 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Finance	Joanne Gregory	Joanne Gregory	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: Various	
AMOUNT BUDGETED: 2011-2012 Amended City Budget \$41,198,917		NAME AND FUND #: All Funds	
ATTACHMENT(S) TO AGENDA PACKET ITEM: 1. January 2012 Financial Reports for the City of Kenmore, Washington			
SUMMARY STATEMENT: The January monthly financial report is submitted for Council review and adoption. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's year to date revenues and expenditures in comparison to the City's 2011-2012 adopted biennial budget. It also provides an early opportunity to identify any potential variances or fluctuations from the adopted budget. A mid biennial budget review was performed and the budget was amended by Ordinance No.11-331 on November 28, 2011. The financial reports have been updated to reflect the budget amendments. January signifies the 13th month of the two year biennium,. Sales tax and real estate excise tax (REET) revenues remain low, especially when compared to already low results in 2009 and 2010. In the General Fund, sales tax revenue is about \$87,000 below projections at this point. Development revenues overall, including impact fees, and gas taxes are not showing any improvement; property tax collections are on target. On the national level, the unemployment rate dropped again to 8.3% in January from 8.5% in December. This was the lowest unemployment rate reported since February, 2009. The Dow Jones closed in January at 12,632, an increase from 12,218 reported in December.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Accept January 2012 Financial Report for the City of Kenmore, Washington			
REVIEWED BY FINANCE DIRECTOR: JMG 		REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: March 23, 2012	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK) i:\admin & finance\monthly reports\2012\jan ab summary.docx

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The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Nancy Ousley, Acting City Manager
FROM: Joanne Gregory, Finance Director
DATE: March 21, 2012
RE: January 2012 Financial Reports for the City of Kenmore, Washington

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

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

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

GENERAL FUND

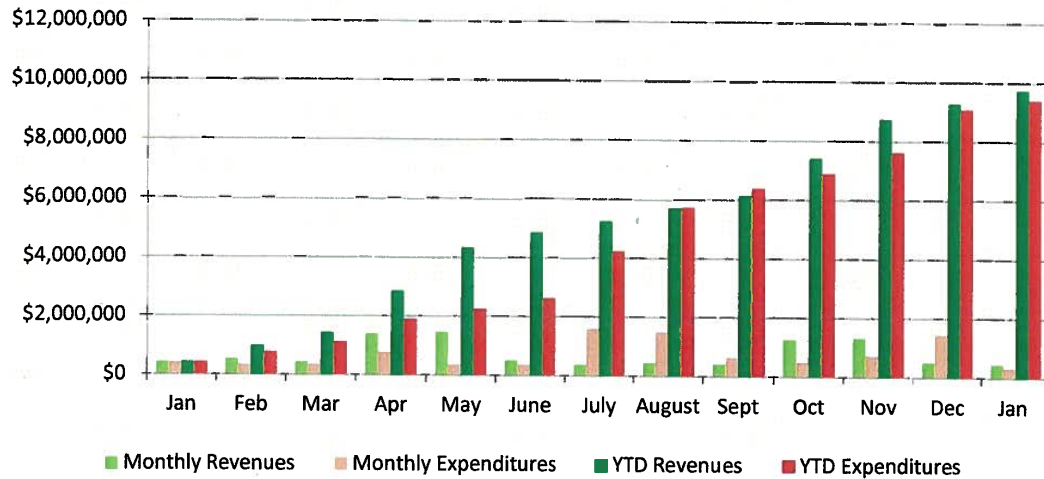
The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the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

In the context of the biennial budget, January is the thirteenth month (54%) of the 2011-2012 biennial budget period.

For the month of January, revenues exceeded expenditures in the General Fund by **\$137,225**.

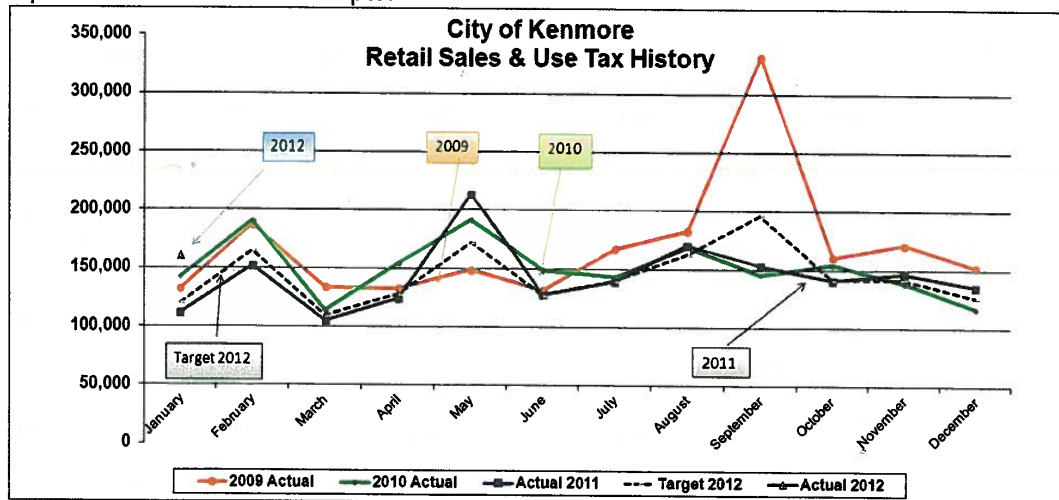
City of Kenmore, Washington
Monthly Financial Report
January 2012

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



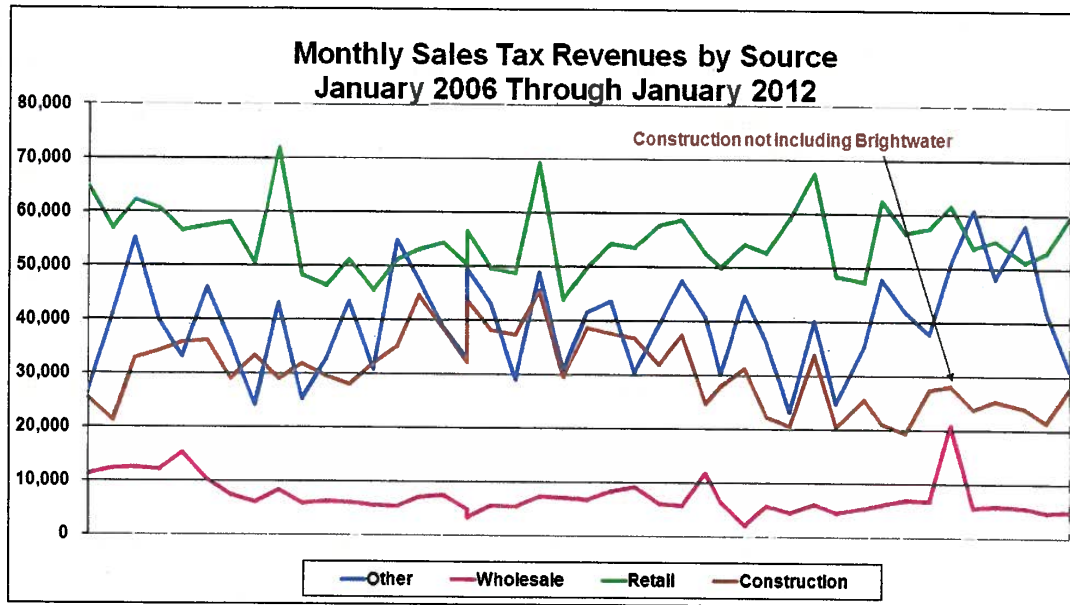
Total **revenues** for the month were **\$471,231**. Biennium to date revenues are \$9,758,738 which is 51.5% of the amended budgeted revenues of \$18,945,596. Primary sources of revenue for the month included property taxes in the amount of \$11,818, retail sales and use taxes in the amount of \$160,800, and utility taxes in the amount of \$144,925. Note that year to date franchise fees are unusually high because two of the 2010 quarterly payments (total of \$121,674) were remitted to the City in early 2011.

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

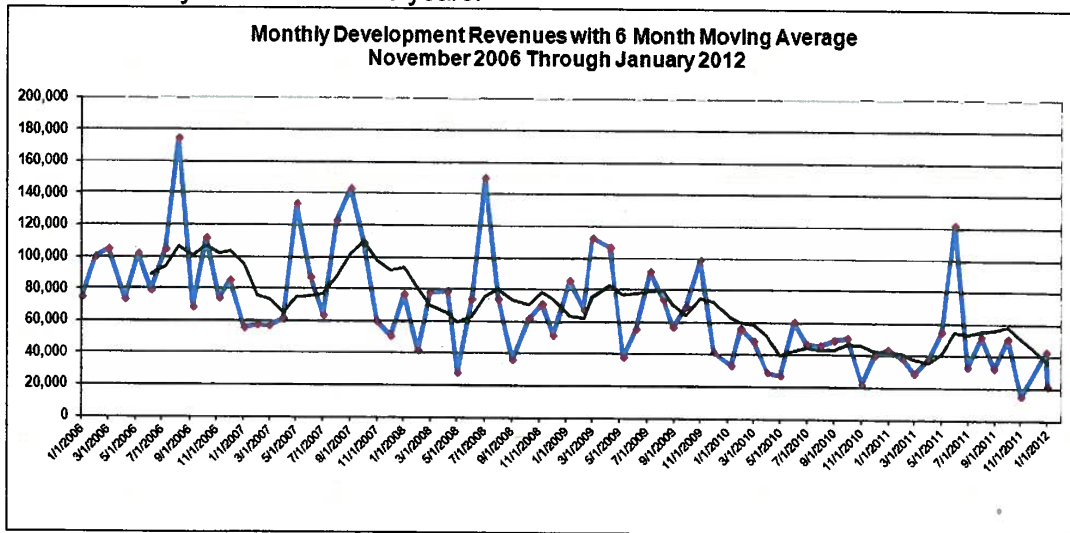


City of Kenmore, Washington
Monthly Financial Report
January 2012

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



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



January 2012 expenditures were \$334,006. Biennium to date expenditures are \$9,403,668 which is 49.7% of the amended budget expenditures of \$18,914,946. Non-departmental expenditures totaled \$128,094 for the month and included a payment to WCIA for \$127,808 for insurance premiums. There were no other significant or unusual activities noted during the month of January.

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

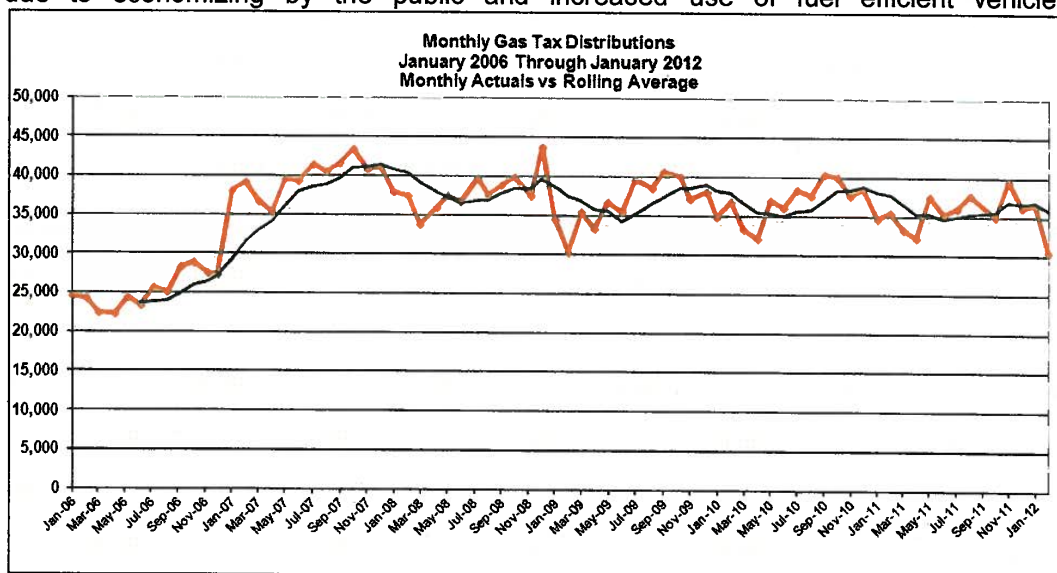
OTHER FUNDS

The January cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash and investments, at the end of January, totaled \$15,423,378. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2011-2012 biennial budget.

Other than the following, there were no significant transactions or unusual activities noted during the month of January. Total other fund (non General Fund) revenues were \$146,206 and total other fund (non-General Fund) expenditures were \$32,011.

In the **Street Fund** revenue from gas tax distributions was \$30,567.

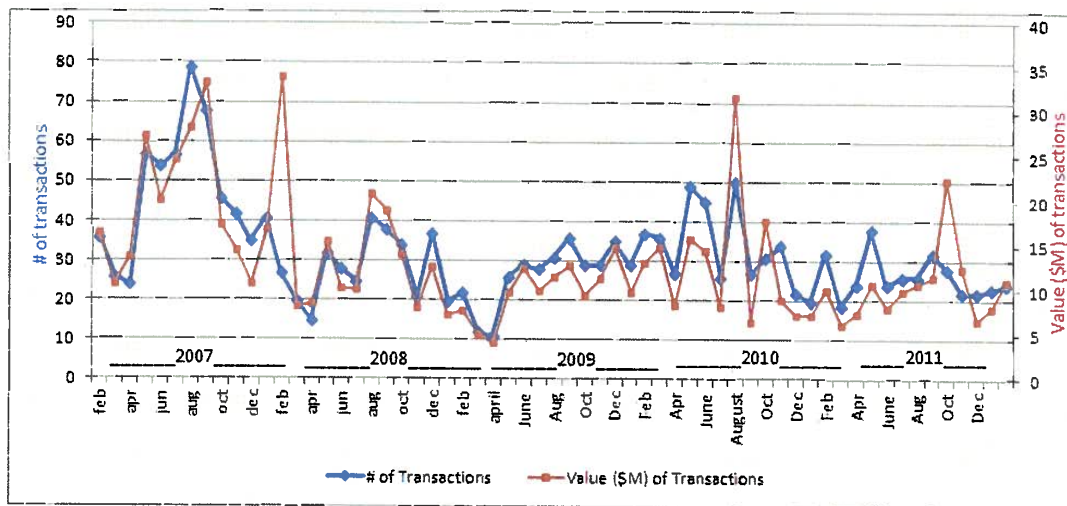
The following chart shows recent gas tax receipts through January, 2012. The price of gas been increasing steadily the last month, although revenues are not expected to rise due to economizing by the public and increased use of fuel efficient vehicles.



In the **Arterial Street** Fund, there were no significant transactions or unusual activities noted during the month of January.

The **Municipal Capital Fund** received \$55,203 of real estate excise taxes (REET) in January from sales activity that occurred in December. 24 transactions were reported this month.

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



SUMMARY

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

City of Kenmore, Washington
General Fund Summary Report
January 31, 2012



	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010			
	YEAR TO DATE 2011	Current January 2012	BIENNIUM TO DATE 2011-2012	% of BUDGET	AMENDED BUDGET 2011-2012	PRIOR January 2010	BIENNIUM TO DATE 2009-2010	BIENNIUM BUDGET 2009-2010
REVENUES								
Beginning Fund Balance	4,941,884				4,941,884			3,683,966
Property Taxes	4,148,487	11,818	4,160,305	50.4%	8,254,387	10,785	3,959,962	7,870,521
Sales and Use Taxes	2,132,545	193,565	2,326,110	53.6%	4,339,202	173,514	2,452,294	4,486,179
Utility Taxes	1,419,668	144,925	1,564,593	52.1%	3,002,082	152,454	1,643,887	3,001,932
Other Taxes	27,629	56	27,685	26.6%	104,104	1,377	281,152	145,900
Development Fees & Permits	557,183	21,836	579,019	40.2%	1,439,095	33,814	935,794	1,803,313
Franchise Fees	394,363	58,926	453,290	69.7%	650,588	0	243,206	466,900
Intergovernmental and Grants	370,347	38,452	408,798	53.7%	761,476	38,779	475,046	760,841
Investment Interest	39,631	715	40,346	72.0%	56,000	-63,101	36,574	180,000
Fines and Forfeitures	664	0	664	0.0%	0	0	54,723	0
Transfers and Other Revenues	196,989	938	197,927	58.4%	338,662	900	33,606	235,220
Total Revenues	9,287,507	471,231	9,758,738	51.5%	18,945,596	348,522	10,116,243	18,950,806
Total Revenues & Beginning Fund Balance			14,700,622		23,887,480			22,634,772

	CURRENT PERIOD 2011-2012				PRIOR PERIOD 2009-2010			
	YEAR TO DATE 2011	Current January 2012	BIENNIUM TO DATE 2011-2012	% of BUDGET	AMENDED BUDGET 2011-2012	PRIOR January 2010	BIENNIUM TO DATE 2009-2010	BIENNIUM BUDGET 2009-2010
EXPENDITURES								
Cost Center								
City Council	127,749	6,227	133,976	61.6%	217,644	9,591	102,358	184,307
City Manager	912,314	42,179	954,492	53.1%	1,796,600	84,716	868,008	1,576,240
City Clerk	255,040	18,407	273,447	51.0%	536,261	24,865	273,640	503,323
Finance	295,047	25,182	320,229	50.1%	639,213	31,028	275,757	484,516
Legal	294,320	0	294,320	59.5%	494,285	18,462	261,579	415,000
Non-Departmental	1,071,568	128,094	1,199,662	78.3%	1,532,818	224,042	1,080,848	1,774,827
Interfund Transfers	600,000	0	600,000	38.4%	1,564,000	0	1,371,095	3,296,095
Public Safety	3,403,896	2,304	3,406,200	47.4%	7,179,563	269,867	3,486,817	6,969,090
Engineering	503,575	39,646	543,221	51.9%	1,045,741	35,773	368,819	1,197,788
Planning & Community Dev	330,213	25,142	355,355	49.9%	712,632	105,726	1,534,303	3,358,755
Land Dev & Permitting	560,680	42,139	602,819	40.2%	1,501,147	0	0	0
Parks & Facility Maintenance	715,261	4,687	719,947	42.5%	1,695,042	48,625	451,141	1,001,942
Total Expenditures	9,069,662	334,006	9,403,668	49.7%	18,914,946	852,695	10,074,365	20,761,883
Ending Fund Balance			5,296,953		4,972,534			1,872,888
Total Expenditures and Ending Fund Balance			14,700,622		23,887,480			22,634,771

VIC. Accept January 2012 Financial Reports for the City of Kenmore, Washington - Joanne Gregory,
Finance Director

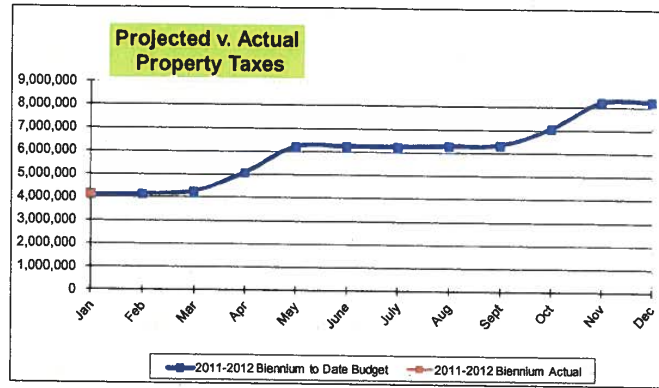
**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2012**

PROPERTY TAXES

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

Year To Date
Actual v. Projected

101%

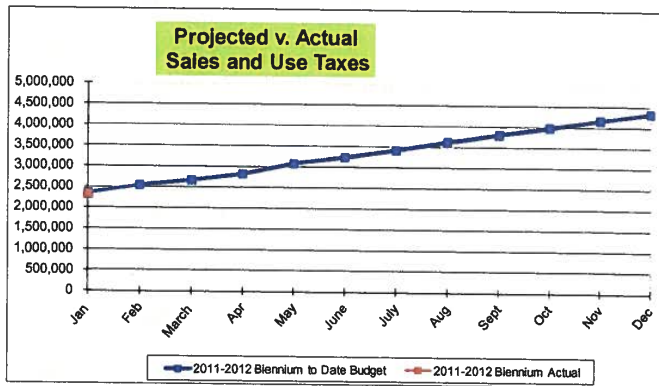


SALES, USE, CRIM JUSTICE TAXES

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

Year To Date
Actual v. Projected

98%

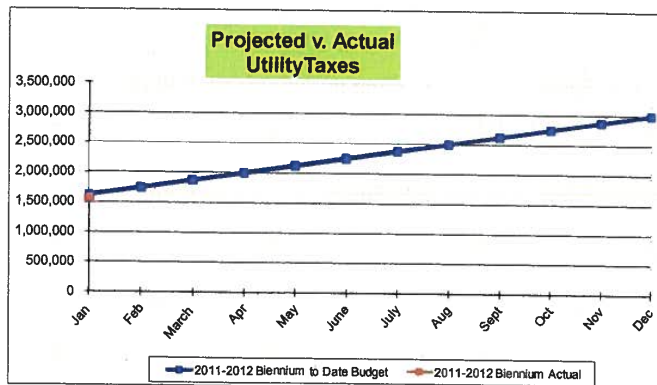


UTILITY TAXES

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

Year To Date
Actual v. Projected

96%



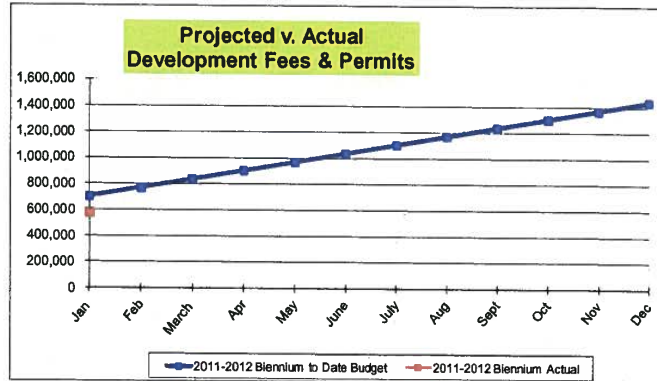
**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2012**

DEVELOPMENT FEES & PERMITS

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

Year To Date
Actual v. Projected

82%

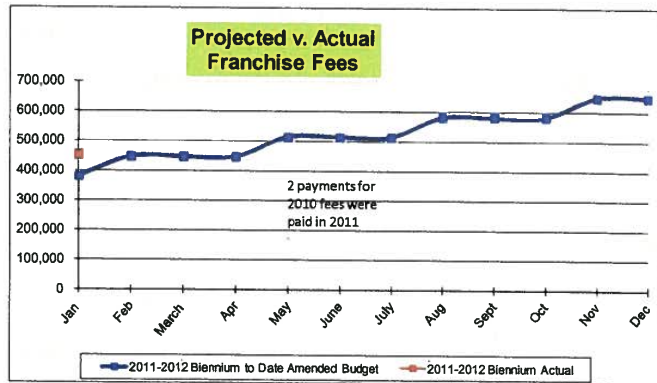


FRANCHISE FEES

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

Year To Date
Actual v. Projected

119%

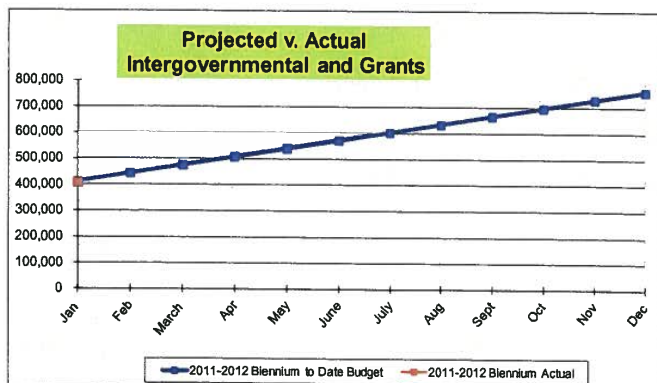


INTERGOVERNMENTAL & GRANTS

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

Year To Date
Actual v. Projected

99%



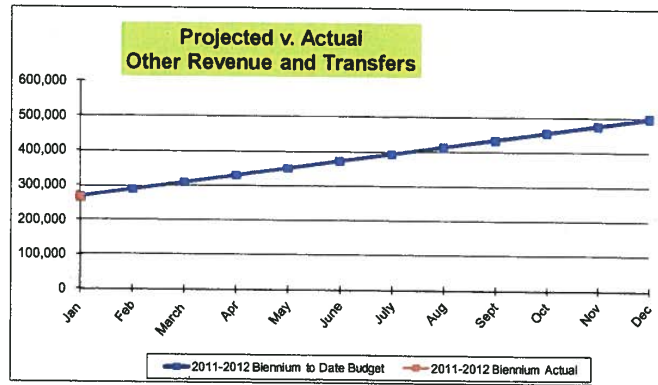
**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2012**

OTHER REVENUES AND TRANSFERS

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

Year To Date
Actual v. Projected

99%

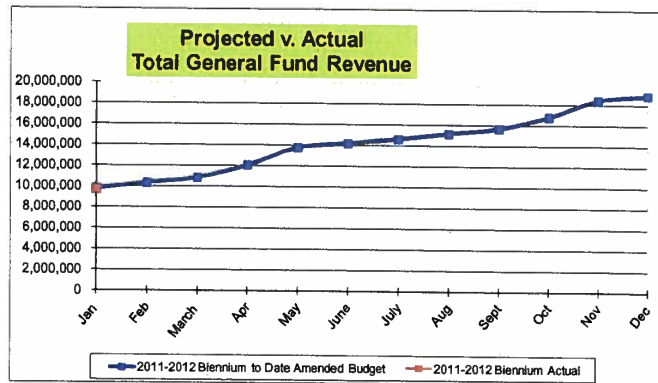


TOTAL GENERAL FUND REVENUE

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

Year To Date
Actual v. Projected

98.81%



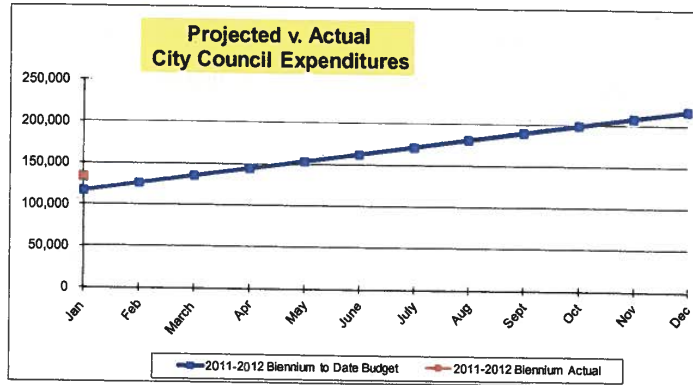
**City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2012**

CITY COUNCIL

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

Year To Date
Actual v. Projected

114%

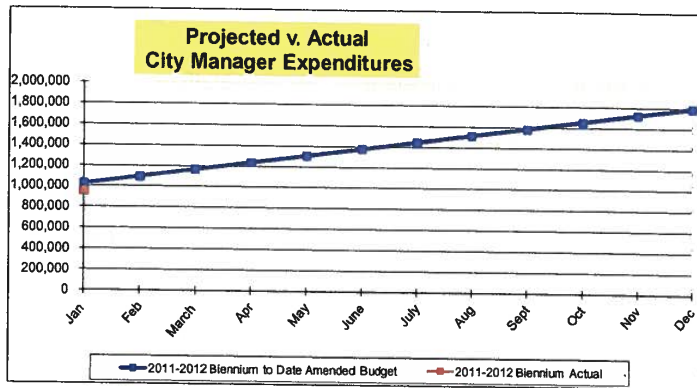


CITY MANAGER

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

Year To Date
Actual v. Projected

93%

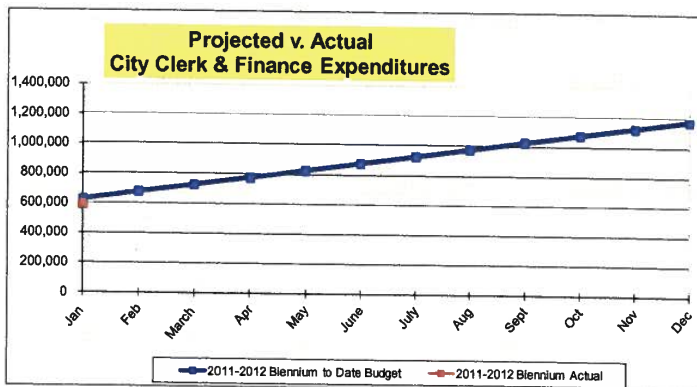


CITY CLERK & FINANCE

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

Year To Date
Actual v. Projected

95%



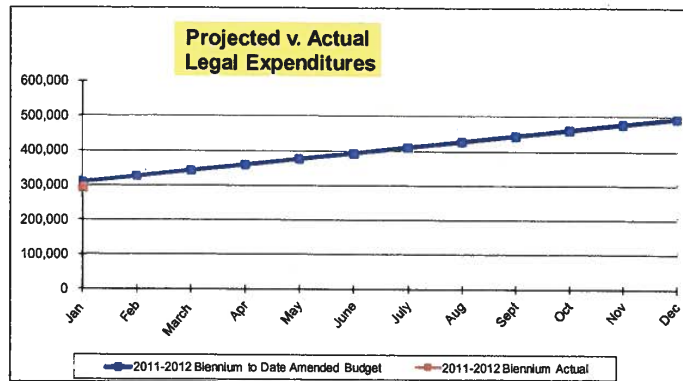
**City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2012**

LEGAL

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

Year To Date
Actual v. Projected

94%

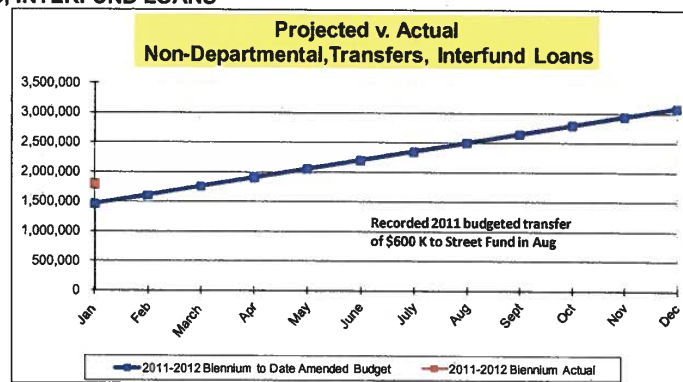


NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

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

Year To Date
Actual v. Projected

122%

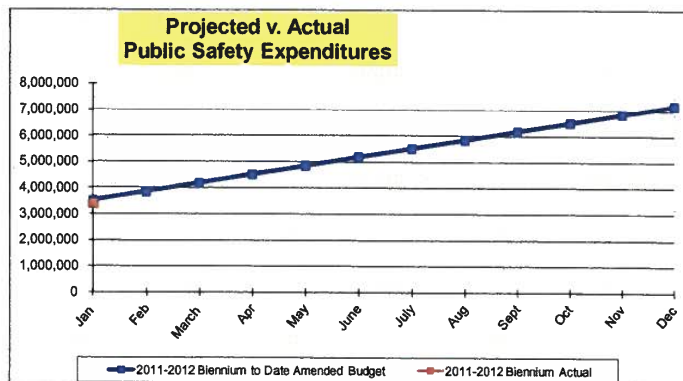


PUBLIC SAFETY

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

Year To Date
Actual v. Projected

97%



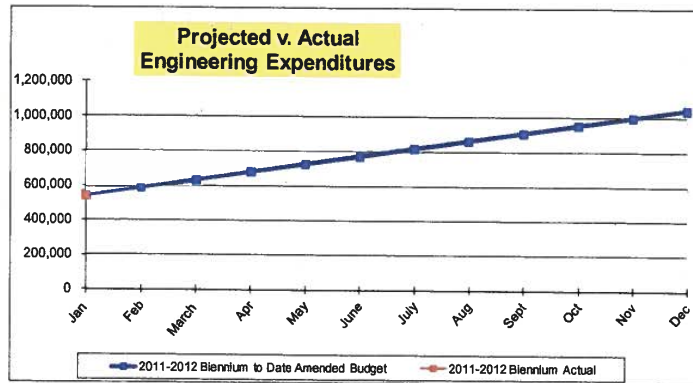
**City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2012**

ENGINEERING

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

Year To Date
Actual v. Projected

99%

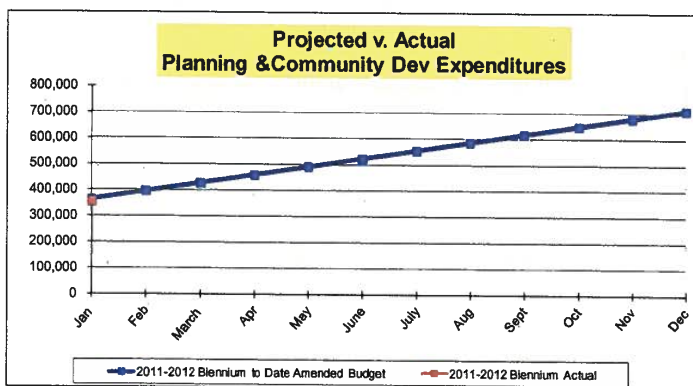


PLANNING & COMMUNITY DEV

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

Year To Date
Actual v. Projected

97%

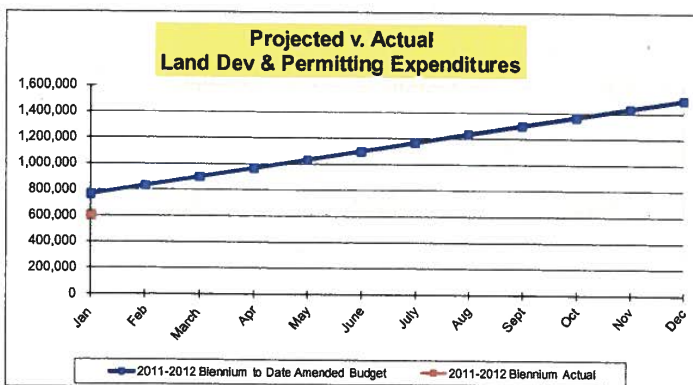


LAND DEV & PERMITTING

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

Year To Date
Actual v. Projected

78%



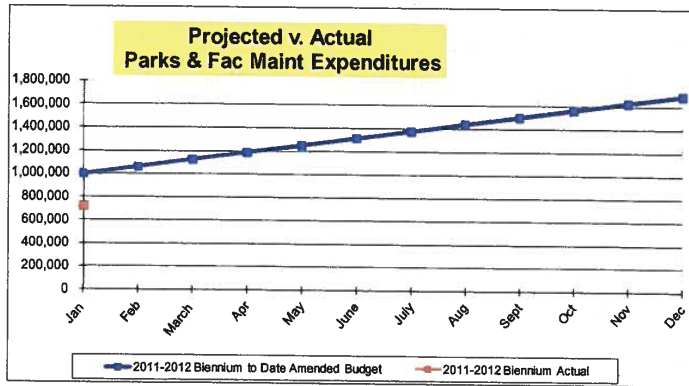
**City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2012**

PARKS & FACILITY MAINT

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

Year To Date
Actual v. Projected

72%

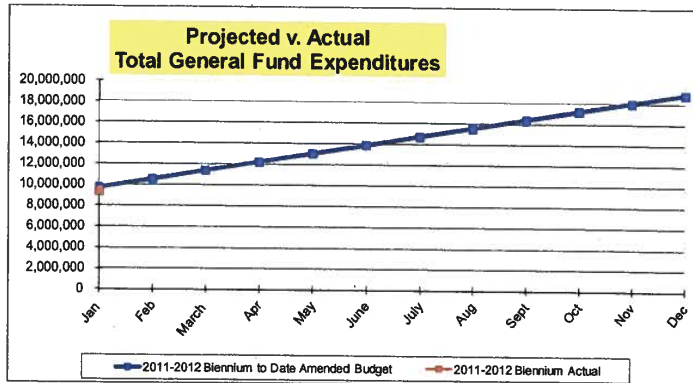


TOTAL GENERAL FUND EXPENDITURES

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

Year To Date
Actual v. Projected

96.24%



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



	2009-2010 BIENNIUM	AMENDED BUDGET	January	2011-2012 BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	2,748,258	4,941,884		4,941,884
Interfund Loan Repayment	6,850,000	0	0	0
Revenues	18,944,234	18,945,595	471,231	9,758,738
Total Sources	28,542,492	23,887,479	471,231	14,700,622
Interfund Loans	5,350,000	0		0
Expenditures	18,262,703	18,914,946	334,006	9,403,668
Ending Cash	4,929,789	4,972,533		5,296,953
Total Uses	28,542,492	23,887,479	334,006	14,700,622
STREET FUND				
Beginning Cash	228,568	2,040,582		2,040,582
Interfund Loan	3,550,000	0	0	0
Revenues	8,568,320	2,394,724	30,567	1,067,023
Total Sources	12,346,888	4,435,306	30,567	3,107,605
Interfund Loan Repaid	6,150,000	0		0
Expenditures	4,156,306	3,160,790	19,694	1,414,739
Ending Cash	2,040,582	1,274,516		1,692,866
Total Uses	12,346,888	4,435,306	19,694	3,107,605
ARTERIAL STREET FUND				
Beginning Cash	1,432,272	1,209,197		1,209,197
Interfund Loan	8,300,000	0	0	0
Revenues	23,393,136	7,574,163	0	1,751,881
Total Sources	33,125,408	8,783,360	0	2,961,079
Interfund Loan Repaid	10,500,000	0		0
Expenditures	21,416,211	8,420,240	(9,831)	2,428,890
Ending Cash	1,209,197	363,120		532,188
Total Uses	33,125,408	8,783,360	(9,831)	2,961,079
PUBLIC ART FUND				
Beginning Cash	67,378	68,244		68,244
Revenues	130,857	3,979	0	819
Total Sources	198,235	72,223	0	69,063
Expenditures	129,991	1,000	0	500
Ending Cash	68,244	71,223		68,563
Total Uses	198,235	72,223	0	69,063
PARK IMPACT FEE FUND				
Beginning Cash	976,339	1,354,455		1,354,455
Revenues	396,799	440,942	7,297	84,150
Total Sources	1,373,138	1,795,397	7,297	1,438,605
Expenditures	18,683	700,000	0	0
Ending Cash	1,354,455	1,095,397		1,438,605
Total Uses	1,373,138	1,795,397	0	1,438,605
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	146,087	545,655		545,655
Revenues	1,280,266	943,962	24,259	263,465
Total Sources	1,426,353	1,489,617	24,259	809,120
Expenditures	880,698	1,221,255	0	610,628
Ending Cash	545,655	268,362		198,492
Total Uses	1,426,353	1,489,617	0	809,120
SWAMP CREEK BASIN FUND				
Beginning Cash	0	1,762,640		1,762,640
Revenues	1,762,640	35,619	0	10,650
Total Sources	1,762,640	1,798,259	0	1,773,289
Expenditures	0	0	0	0
Ending Cash	1,762,640	1,798,259		1,773,289
Total Uses	1,762,640	1,798,259	0	1,773,289

I:\Admin & Finance\Monthly Reports\2012\Jan.xlsx All Funds

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

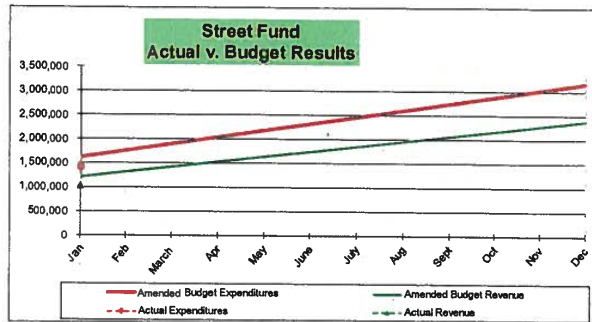


	2009-2010 BIENNIUM	AMENDED BUDGET	January	2011-2012 BIENNIUM TO DATE
MUNICIPAL CAPITAL RESERVE FUND				
Beginning Cash	2,402,043	1,866,318		1,866,318
Interfund Loan Repayment	8,800,000	0	0	0
Revenues	1,493,254	2,038,341	55,203	713,386
Total Sources	12,695,297	3,904,659	55,203	2,579,703
Interfund Loan	5,500,000	0	0	0
Expenditures	5,328,980	3,262,894	0	1,211,586
Ending Cash	1,866,318	641,765		1,368,117
Total Uses	12,695,297	3,904,659	0	2,579,703
CAPITAL PROJECTS FUND				
Beginning Cash	12,016,588	60,725		60,725
Revenues	4,693,262	508,079	4,991	452,625
Total Sources	16,709,850	568,804	4,991	513,350
Expenditures	16,636,626	507,820	3,084	477,873
Ending Cash	73,223	60,984		35,477
Total Uses	16,709,850	568,804	3,084	513,350
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	3,865,039	1,590,280		1,590,280
Revenues	2,824,196	3,743,334	17,632	1,622,286
Total Sources	6,689,235	5,333,614	17,632	3,212,566
Expenditures	5,098,954	4,866,475	19,064	2,320,252
Ending Cash	1,590,280	467,139		892,314
Total Uses	6,689,235	5,333,614	19,064	3,212,566
STRATEGIC RESERVE FUND				
Beginning Cash	1,057,632	1,264,464		1,264,464
Interfund Loan Repayment	1,000,000	0	0	0
Revenues	206,832	0	0	0
Total Sources	2,264,464	1,264,464	0	1,264,464
Interfund Loans	1,000,000			0
Expenditures	0	0	0	0
Ending Cash	1,264,464	1,264,464		1,264,464
Total Uses	2,264,464	1,264,464	0	1,264,464
EQUIPMENT REPLACEMENT FUND				
Beginning Cash	510,358	524,310		524,310
Revenues	111,198	161,520	0	79,164
Total Sources	621,556	685,830	0	603,474
Expenditures	97,246	143,497	0	11,385
Ending Cash	524,310	542,333		592,089
Total Uses	621,556	685,830	0	603,474
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	269,109	278,859		278,859
Revenues	144,107	0	6,256	87,116
Total Sources	413,216	278,859	6,256	365,975
Expenditures	134,357	0	0	96,016
Ending Cash	278,859	278,859		269,960
Total Uses	413,216	278,859	0	365,975
TOTALS				
Beginning Cash	25,719,671	17,507,613		17,507,613
Interfund Loan	28,500,000	0		0
Revenues	63,949,101	36,790,258	617,437	15,891,301
Total Sources	118,168,772	54,297,871	617,437	33,398,914
Interfund Loan	28,500,000	0		0
Expenditures	72,160,756	41,198,917	366,017	17,975,536
Ending Cash	17,508,016	13,098,954		15,423,378
Total Uses	118,168,772	54,297,871	366,017	33,398,914

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

STREET FUND

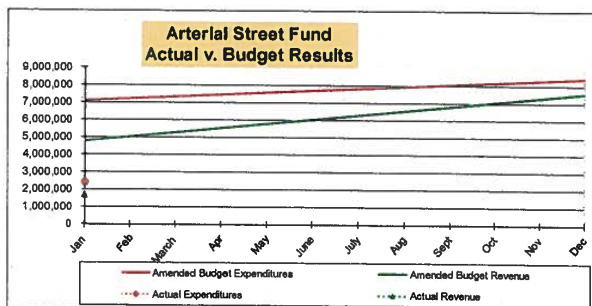
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	1,475,064	1,396,044	1,067,749	1,036,458
Jan	1,815,541	1,414,739	1,205,830	1,087,023
Feb	1,758,018		1,313,912	
March	1,896,496		1,421,993	
Apr	2,036,973		1,530,074	
May	2,177,450		1,638,165	
June	2,317,927		1,746,237	
July	2,458,404		1,854,318	
Aug	2,598,881		1,962,399	
Sept	2,738,359		2,070,480	
Oct	2,878,836		2,178,562	
Nov	3,020,313		2,286,643	
Dec	3,160,790		2,394,724	
2011-2012	3,160,790		2,394,724	
Total Actual to Date vs Total Budget		45%		45%



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

ARTERIAL STREET FUND

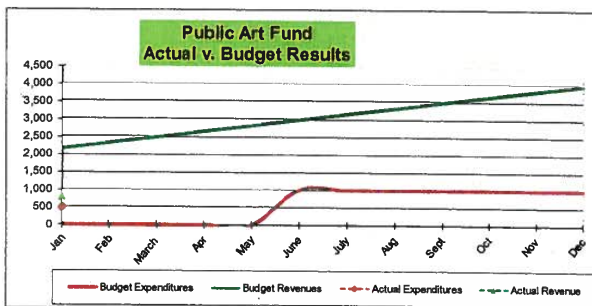
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	6,972,068	2,438,721	4,534,097	1,751,881
Jan	7,092,777	2,428,890	4,787,436	1,751,881
Feb	7,213,455		5,040,775	
March	7,334,134		5,294,114	
Apr	7,454,812		5,547,452	
May	7,575,491		5,800,791	
June	7,696,169		6,054,130	
July	7,816,848		6,307,469	
Aug	7,937,526		6,560,808	
Sept	8,058,205		6,814,147	
Oct	8,178,883		7,067,485	
Nov	8,299,562		7,320,824	
Dec	8,420,240		7,574,163	
2011-2012	8,420,240		7,574,163	
Total Actual to Date vs Total Budget		29%		23%



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

PUBLIC ART FUND

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

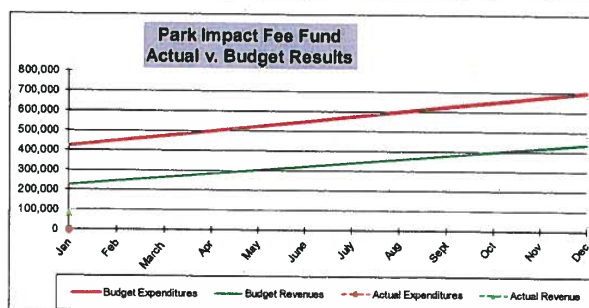


This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

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

PARK IMPACT FEE FUND

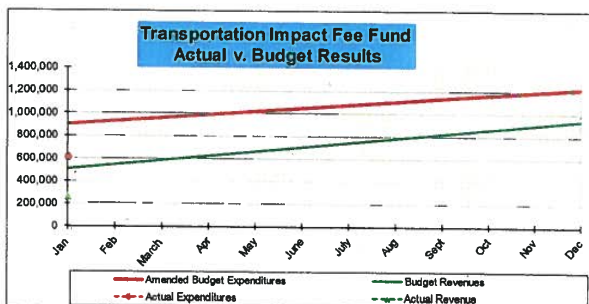
	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	400,000	0	209,183	76,853
Jan	425,000	0	228,496	84,150
Feb	450,000		247,810	
March	475,000		267,123	
Apr	500,000		286,436	
May	525,000		305,749	
June	550,000		325,063	
July	575,000		344,376	
Aug	600,000		363,689	
Sept	625,000		383,002	
Oct	650,000		402,316	
Nov	675,000		421,629	
Dec	700,000		440,942	
2011-2012	700,000		440,942	
Total Actual to Date vs Total Budget		0%		19%



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

TRANSPORTATION IMPACT FEE FUND

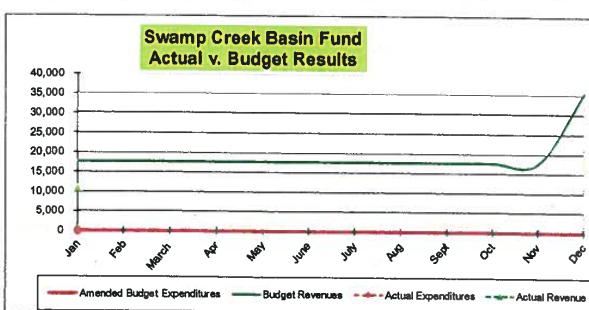
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	871,255	810,628	470,962	239,206
Jan	900,422	810,628	510,379	283,465
Feb	929,588		549,795	
March	958,755		589,212	
Apr	987,922		628,629	
May	1,017,088		668,045	
June	1,046,255		707,462	
July	1,075,422		746,879	
Aug	1,104,588		786,295	
Sept	1,133,755		825,712	
Oct	1,162,922		865,129	
Nov	1,192,088		904,545	
Dec	1,221,255		943,962	
2011-2012	1,221,255		943,962	
Total Actual to Date vs Total Budget		50%		28%



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

SWAMP CREEK BASIN FUND

	2011-2012 Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	0	0	17,721	10,650
Jan	0	0	17,721	10,650
Feb	0		17,721	
March	0		17,721	
Apr	0		17,721	
May	0		17,721	
June	0		17,721	
July	0		17,721	
Aug	0		17,721	
Sept	0		17,721	
Oct	0		17,721	
Nov	0		17,721	
Dec	0		35,619	
2011-2012	0		35,619	
Total Actual to Date vs Total Budget		0%		30%

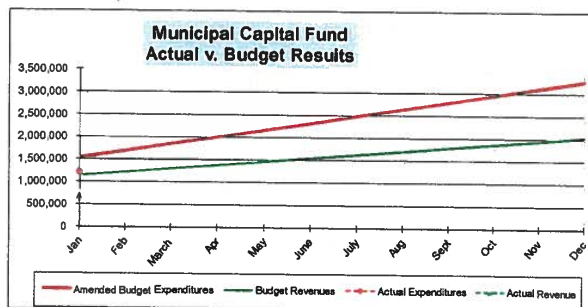


This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

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

MUNICIPAL CAPITAL FUND

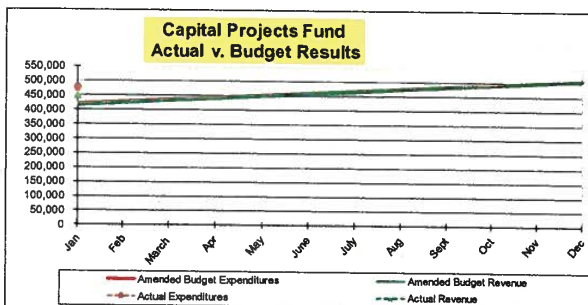
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Budget Revenue	2011-2012 Actual Revenue
2011	1,364,344	1,211,586	1,063,582	858,183
Jan	1,522,557	1,211,586	1,144,812	713,386
Feb	1,680,769		1,226,042	
March	1,838,982		1,307,272	
Apr	1,967,194		1,386,502	
May	2,155,407		1,489,732	
June	2,313,819		1,550,962	
July	2,471,832		1,632,191	
Aug	2,630,044		1,713,421	
Sept	2,788,257		1,794,651	
Oct	2,946,469		1,875,881	
Nov	3,104,682		1,957,111	
Dec	3,262,894		2,038,341	
2011-2012	3,262,894		2,038,341	
Total Actual to Date vs Total Budget		37%		35%



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

CAPITAL PROJECTS FUND

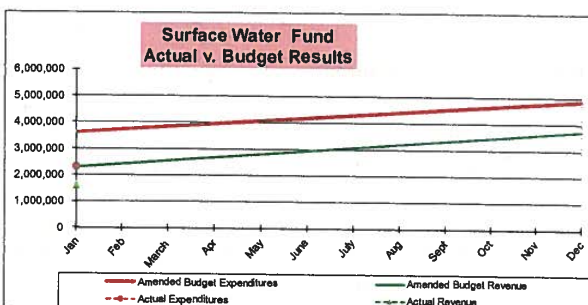
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	412,410	474,789	406,813	447,634
Jan	420,381	477,873	415,252	452,625
Feb	428,312		423,691	
March	436,263		432,130	
Apr	444,213		440,568	
May	452,164		449,007	
June	460,115		457,446	
July	468,066		465,885	
Aug	476,017		474,324	
Sept	483,968		482,763	
Oct	491,918		491,201	
Nov	499,869		499,640	
Dec	507,820		508,079	
2011-2012	507,820		508,079	
Total Actual to Date vs Total Budget		94%		89%



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

SURFACE WATER MANAGEMENT FUND

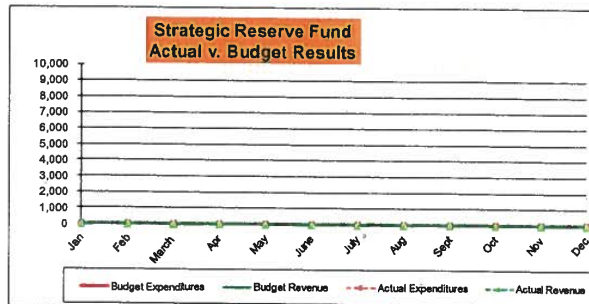
	2011-2012 Amended Budget Expenditures	2011-2012 Actual Expenditures	2011-2012 Amended Budget Revenue	2011-2012 Actual Revenue
2011	3,504,478	2,301,189	2,172,624	1,604,854
Jan	3,617,978	2,320,252	2,303,517	1,622,286
Feb	3,731,478		2,434,409	
March	3,844,977		2,565,302	
Apr	3,958,477		2,696,194	
May	4,071,977		2,827,087	
June	4,185,477		2,957,979	
July	4,298,976		3,088,872	
Aug	4,412,476		3,219,764	
Sept	4,525,976		3,350,657	
Oct	4,639,476		3,481,549	
Nov	4,752,975		3,612,442	
Dec	4,866,475		3,743,334	
2011-2012	4,866,475		3,743,334	
Total Actual to Date vs Total Budget		48%		43%



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

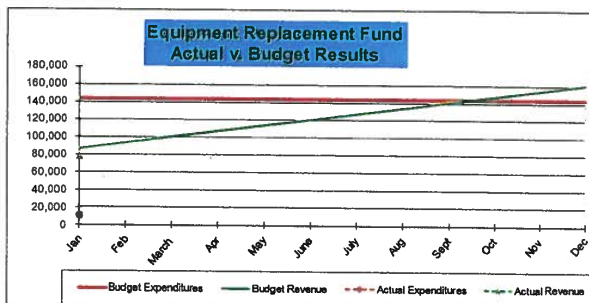
City of Kenmore, Washington
Other Funds Monthly Activity
January 31, 2012

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



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

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



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

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



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$5,160,496	\$471,231	\$334,006	\$5,297,721
Street	1,681,993	30,567	19,694	1,692,865
Arterial Street	522,358	0	-9,831	532,189
Public Art	68,564	0	0	68,564
Park Impact Fee	1,431,310	7,297	0	1,438,607
Transp Impact Fee	174,234	24,259	0	198,493
Swamp Creek Basin	1,773,290	0	0	1,773,290
Municipal Capital	1,312,913	55,203	0	1,368,116
Capital Projects	33,567	4,991	3,084	35,474
Capital Projects-Retainage	0	0	0	0
Surface Water Mgt.	893,746	17,632	19,064	892,314
Strategic Reserve	1,264,465	0	0	1,264,465
Equipment Replacement	592,088	0	0	592,088
Trust & Agency	263,700	6,256	0	269,956
Totals	\$15,172,723	\$617,437	\$366,017	\$15,424,142

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$1,519,574	\$3,777,782	\$5,297,356
Street	842,865	850,000	1,692,865
Arterial Street	532,190	0	532,190
Public Art	53,563	15,000	68,563
Park Impact Fee	508,607	930,000	1,438,607
Transp Impact Fee	168,494	30,000	198,494
Swamp Creek Basin	373,290	1,400,000	1,773,290
Municipal Capital	1,368,116	0	1,368,116
Capital Projects	-414,526	450,000	35,474
Surface Water Mgt.	382,315	510,000	892,315
Strategic Reserve	414,465	850,000	1,264,465
Equipment Replacement	142,088	450,000	592,088
Trust & Agency	169,956	100,000	269,956
Totals	\$6,060,997	\$9,362,782	\$15,423,779

City of Kenmore, Washington
Schedule of Investments
January 31, 2012

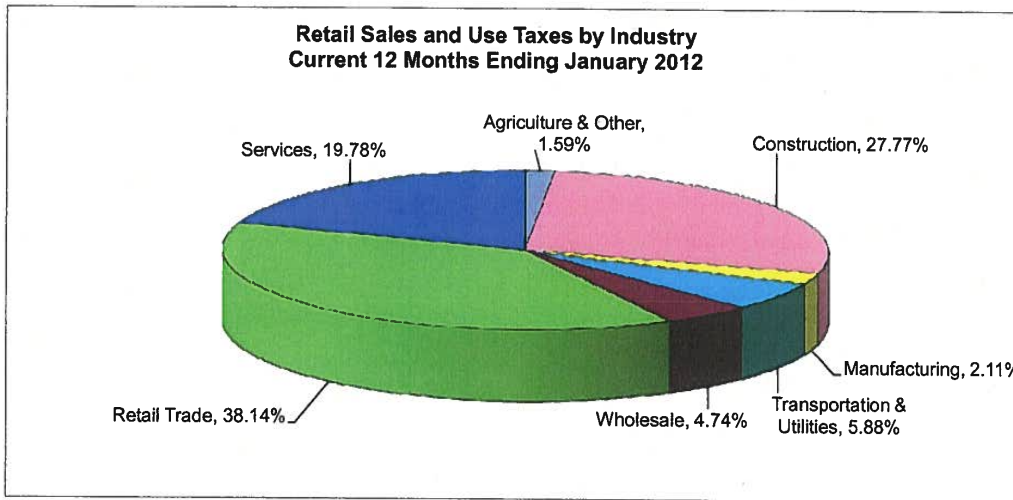


		Average Yield to Maturity-Securities					Overall Average Yield		0.29%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	313371PC4	FHLB	12/12/2014	6/7/2011	0.88%	1.13%	no call	991,238.90	11,201.00
	3134G14C5	FHLMC	3/7/2013	3/7/2011	1.00%	1.00%	3/7/2012	1,000,000.00	10,000.00
Total Piper Jaffrey Purchases								1,991,238.90	10,000.00
Seattle Northwest Securities									
called	3134G1N75	FHLMC	12/24/2015	8/22/2011	2.25%	0.30%	12/24/2011	-	-
Time Value Investments									
	313586QR3	FNMA	7/5/2014	6/7/2011	1.00%	1.00%	no call	998,858.37	9,988.58
called	3134G1K60	FHLMC	12/28/2015	12/28/2010	2.05%	2.05%	12/28/2011	-	-
	31398A4N9	FNMA	10/15/2013	12/8/2010	1.00%	1.00%	4/15/2011	999,990.00	9,999.90
	3136FTPX1	FNMA	11/13/2015	11/30/2011	1.15%	1.15%	11/30/2012	1,000,000.00	11,500.00
Total TVI Purchases								2,998,848.37	9,999.90
Wells Fargo Bank									
	313374CY4	FHLB	12/30/2014	6/30/2011	.75-3.0	0.75%	3/30/2012	1,000,000.00	7,500.00
	3136FTXD6	FNMA	12/28/2015	12/28/2011	1.10%	1.10%	12/28/2012	1,000,000.00	11,000.00
Total Wells Fargo Purchases								2,000,000.00	18,500.00
Banner Bank CD's									
	5740005425	CD	2/6/2012	2/6/2011	0.80%	0.80%		1,132,694.88	9,061.56
Total Banner Bank CD's								1,132,694.88	9,061.56
Sound Community Bank CD's									
	18299229	CD	8/11/2012	2/11/2011	0.55%	0.55%		1,000,000.00	5,500.00
Total Sound Community Bank CD's								1,000,000.00	5,500.00
Opus Bank CD's									
	280128104	CD	3/15/2012	3/16/2011	0.89%	0.89%		90,000.00	801.00
	280131082	CD	3/9/2012	3/10/2011	0.65%	0.65%		150,000.00	975.00
Total Cascade Bank CD's								240,000.00	1,776.00
TOTAL ALL SECURITIES								\$ 9,362,782.15	\$ 36,337.46
Banner Checking and Savings						0.18% Banner		1,820,714.75	3,277.29
Opus Bank						0.21%		11,053.53	22.66
Cash								1,005.00	-
Local Government Investment Pool						0.13% LGIP		4,228,222.54	5,496.69
Total Accounts								\$ 15,423,777.97	45,134.09

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



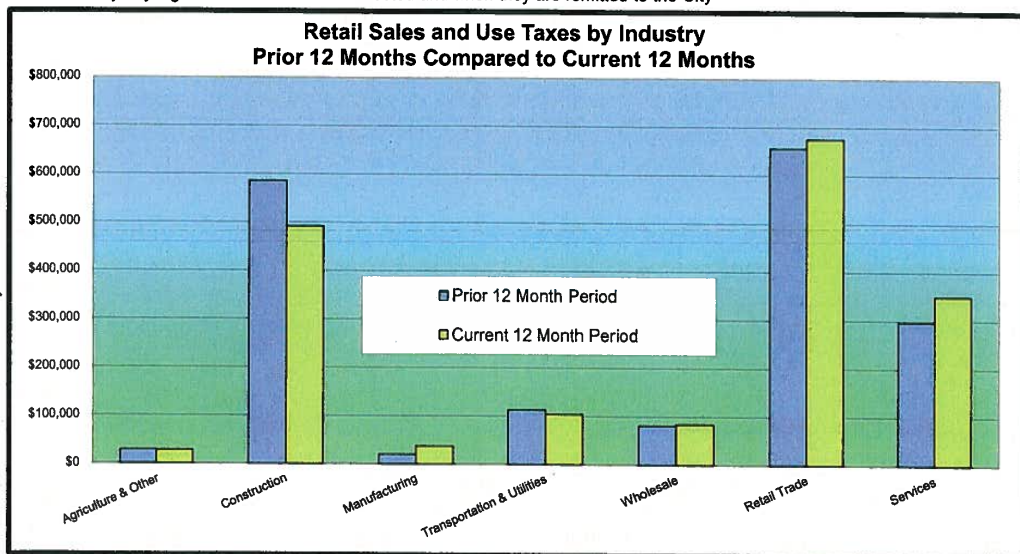
Industry	Prior 12 Months ending January 2011	Current 12 Months ending January 2012	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$28,375	\$28,171	-0.72%	1.59%
Construction	585,149	491,530 *	-16.00%	27.77%
Manufacturing (Printing, Publishing, Other Manuf.)	19,666	37,287	89.60%	2.11%
Transp/Comm/Utilities (Telecomm., Air Transport.)	113,075	104,006	-8.02%	5.88%
Wholesale (Lumber, Other Wholesale)	81,190	83,818	3.24%	4.74%
Retail Trade (Eating, Merchandise, Food Stores)	656,217	674,964	2.86%	38.14%
Services (Auction, Recreation, Auto Repair, Financial)	296,939	350,027	17.88%	19.78%
Totals	<u>\$1,780,612</u>	<u>\$1,769,804</u>	<u>-0.61%</u>	100%
Increase/(Decrease)		<u>(\$10,808)</u>	<u>-0.61%</u>	



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

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

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



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



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

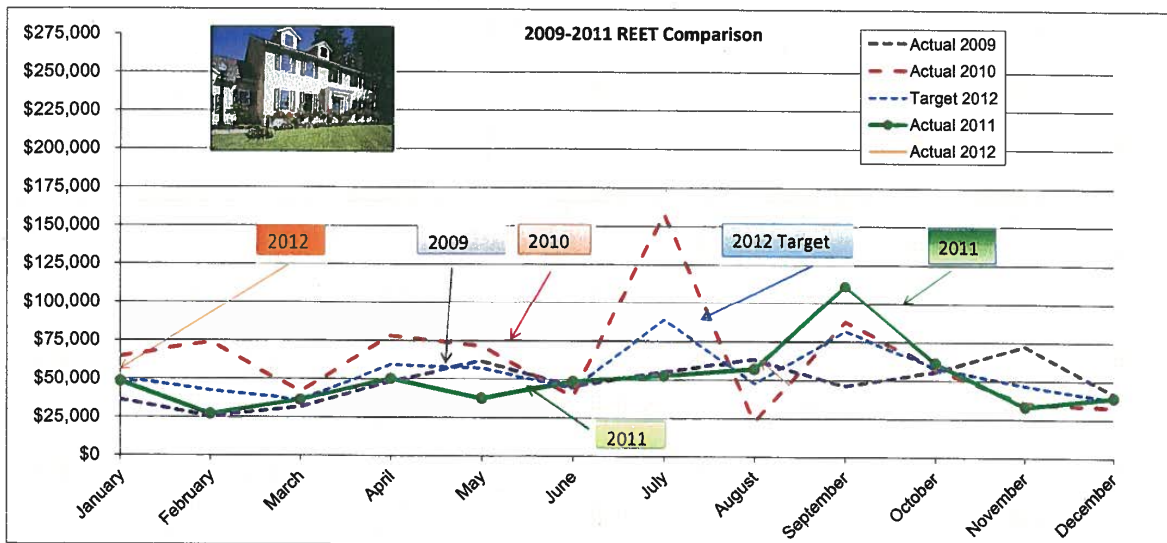
	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Target 2012
January	167,796	36,640	64,792	48,679	54,359	50,037
February	39,354	25,466	73,383	27,294		42,048
March	42,409	31,468	41,445	36,507		36,474
April	75,958	48,355	78,233	50,463		59,017
May	50,369	61,743	71,622	37,671		57,012
June	45,084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

For 2012, Taxes are \$5,680
more than the same period
last year and above the 2012
target by \$4,322

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

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

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



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

City of Kenmore, Washington
Monthly Report for Kenmore Village
January 31, 2012



Revenues

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

January Activity	Biennium-to- Date	Biennium Budget
\$4,241	\$ 39,801	\$ 88,266
	3,257	0
750	6,750	0
	19,672	0
	2,025	0
Total Revenues	71,505	88,266

Expenditures

6700 Building Improvements
 Utilities and Insurance - Kenmore Village

111	27,407	40,820
	50,589	0
Total Expenditures	77,996	40,820
Net Income (Loss)	\$ (6,490)	\$ 47,446

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

Phase I		**Actuals Received on Cash Basis**						
Stage 3 Burke Gilman Trail @73rd Ave NE-nearing completion								
Stage 1 SR 522 Central Segment 65th to 73rd and other improvements, in construction								
Stage 2 SR 522 West Segment 57th to 65th and other improvements, pending funding								
		Cumulative through 2008	2009	2010	2011	January 2012	Year to Date 2012	Life to Date
Revenues:								
Secured:								
Wa State Transportation Improve. Board:								
to Street Fund	5,047,000	851,786	0	0	0	0	0	851,786
to Arterial Street Fund	0	148,214	2,545,308	1,501,692	0	0	0	4,195,214
Wa State Gas Tax	4,663,620	3,119,047	1,765,416	0	0	0	0	4,884,463
Federal Surface Transportation Prog	12,046,444	1,708,895	8,535,460	1,781,817	0	0	0	12,026,172
Brightwater	15,000	15,000	0	0	0	0	0	15,000
Federal: Wa State Dept of Trans Signal	367,914	0	0	546,862	0	0	0	546,862
King County Parks	906,500	514,616	201,467	0	0	0	0	716,083
King County Roads	350,000	350,000	0	0	0	0	0	350,000
Northshore Utility District Reimb	432,400	80,559	0	0	0	0	0	80,559
Puget Sound Energy Reimb	264,100	0	0	0	0	0	0	0
Northshore School Dist Reimb	22,258	0	0	0	0	0	0	0
Library Reimb	10,000	0	0	0	0	0	0	0
Comcast Reimb	168,800	88,620	0	0	0	0	0	88,620
Urban Partners	75,000	0	25,000	54,438	0	0	0	79,438
Fire District Reim	49,000	0	0	0	0	0	0	0
City Art Fund	126,486	0	0	0	0	0	0	0
City Funds:	5,607,250	0	0	0	0	0	0	0
Transfer from REET Muni Cap		1,083,250	0	3,290,000	0	0	0	4,373,250
Transfer from Street Fund		0	0	521,870	0	0	0	521,870
Stage 1/181st		0	334,000	0	0	0	0	334,000
Stage 2	700,000	0	700,000	0	1,126,447	0	0	1,826,447
Transfer from Trans Impact Fees		900,000	0	0	610,628	0	0	1,510,628
Total Revenues	30,840,772	8,859,987	14,106,651	7,696,679	1,737,075	0	0	32,400,392
Expenditures:								
Street Fund		15,148,961	1,090	0	0	0	0	15,150,051
Street-Interfund Loan Interest		0	0	0	0	0	0	0
1% Art Fund		0	0	0	0	0	0	0
Arterial Street Fund		253,860	11,708,313	2,874,519	154,162	0	0	14,990,854
Stage 2 Design			483,830	435,358	132,834	129	129	1,052,151
Arterial Street Fund								
Muni Cap Fund		46,782	0	0	0	0	0	46,782
Total Expenditures		15,449,603	12,193,233	3,309,877	352,046	129	129	31,239,838

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

Phase II

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

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

Revenues:

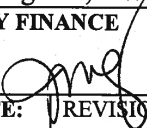
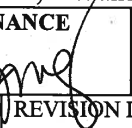
	Secured:	Cumulative through 2008	2009	2010	December 2011	Year to Date 2011	January 2012	Year to Date 2012	Life to Date
Wa State Transportation Improve. Board:	3,450,000	3,145,975	131,526	172,500	0	0	0	0	3,450,000
Sound Transit	8,192,307	8,192,307	0	0	0	0	0	0	8,192,307
Brightwater	250,000	0	0	0	0	0	0	0	0
Federal Grant via WSDOT	697,312	578,381	91,120	0	0	6,683	0	0	676,184
Federal: WSDOT Signal/Overlay	683,608	185,272	498,322	0	0	0	0	0	683,594
Regional Mobility WSDOT	1,800,000	1,441,827	358,173	0	0	0	0	0	1,800,000
King County Metro	400,000	0	0	400,000	0	0	0	0	400,000
Wa State Gas Tax Grant	8,336,380	4,636,717	2,951,182	439,620	0	0	0	0	8,027,519
Comcast Reimb	147,770	92,680	0	55,090	0	0	0	0	147,770
Northshore Utility District Reimb	1,621,486	1,024,376	441,836	0	0	0	0	0	1,466,212
Northshore School District Reimb	28,914	0	0	0	0	2,694	0	0	2,694
PSE Reimbursement	150,000	0	0	0	0	0	0	0	0
City: Art Fund	161,006	0	0	0	0	0	0	0	0
City:	2,870,793	0	0	0	0	0	0	0	0
Investment Earnings		92,191	15,331	2,532	0	0	0	0	110,054
Fuel Tax		274,153	0	0	0	0	0	0	274,153
Transfer of Trans Impact Fees		512,000	430,698	450,000	0	0	0	0	1,392,698
Transfer from Street Fund		0	0	1,000,000	0	0	0	0	1,000,000
Transfer of REET		1,096,420	0	0	0	0	0	0	1,096,420
Total Revenues	28,789,576	21,272,299	4,918,188	2,519,742	0	9,377	0	0	28,719,606

Expenditures:

Arterial Street	22,497,211	4,671,626	1,068,152	16,674	1,403,237	0	0	29,640,225
Interfund Loan Interest	127,175	0	0	0	0	0	0	127,175
Art 1%	0	0	0	0	0	0	0	0
Transportation Impact Fee Fund	100,000	0	0	0	0	0	0	100,000
Total Expenditures	22,724,386	4,671,626	1,068,152	16,674	1,403,237	0	0	29,867,400

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

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	2,038.71	6.49	2,045.20	1.3%
CONSTRUCTION	62,798.69	2,033.33	64,832.02	40.3%
MANUFACTURING	4,248.78	24.81	4,273.60	2.7%
TRANSPORTATION & UTILITIES	8,296.06	338.29	8,634.35	5.4%
WHOLESALE	4,912.65	71.04	4,983.69	3.1%
RETAIL TRADE	59,366.45	480.26	59,846.71	37.2%
SERVICES	12,570.26	590.15	13,160.42	8.2%
PUBLIC SERVICES	100.30	2,924.01	3,024.31	1.9%
	<u>154,331.91</u>	<u>6,468.39</u>	<u>160,800.30</u>	<u>100.0%</u>

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington I, Inc. and Fixing an Effective Date			9 April 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Executive	Frederick Stouder	Nancy Ousley	425-398-8900
COST OF PROPOSAL: Staff and City Attorney Time; Consortium Costs to develop agreement template =\$13,706		ACCOUNT NUMBER: 01.19.5507	
AMOUNT BUDGETED: N/A		NAME AND FUND #: General Fund	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Ordinance No. 12-336 with Exhibits 2) Comparison Chart of Proposed Franchise Agreement, Original Franchise and Verizon(now Frontier) Franchise Agreement Provisions			
SUMMARY STATEMENT: This Ordinance grants a non-exclusive cable franchise for Comcast, which succeeds the existing agreement. When the City of Kenmore incorporated in 1998, through Ordinance No. 98-0014 the Council adopted King County's cable franchise agreement with TCI, which was originally adopted in 1996. The franchise agreement has been extended by Ordinance seven times since 1998. The proposed agreement was negotiated through a Consortium of eleven cities and Snohomish County, which was formed in 2008; once the template was completed in 2010, individual cities negotiated directly with Comcast on specific terms of the agreement. This agreement has a seven year term with a two year extension available, provides customer service standards, and lists public facilities that are to be provided cable service at no cost. The Agreement also provides for reimbursement of City administrative costs to process the Agreement. State law requires that Ordinances adopting franchise agreements be heard and adopted at subsequent meetings. City Council reviewed the proposed Ordinance at the March 26 Council meeting. Kathy Nelson Putt, Director of Franchising and Government Affairs for Comcast North Puget Sound, attended the meeting.			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION: Council approved Contract No. 08-C731 and Amendment #1 establishing the Consortium; and approved the following Ordinances to extend the existing franchise agreement: No. 05-0232; No. 09-0297; No.09-0303; No. 10-0308; No. 10-0316; No. 11-0321; No.11-0325			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION: Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of CA/CO/Washington I, Inc. and Fixing an Effective Date			
REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY: 	APPROVED BY CITY MANAGER: 	
TODAY'S DATE: 28 March 2012	REVISION DATE(S):		FILE NAME & PATH (HYPERLINK): i:\acm\acm nko\agenda bill drafts\ab 9 april 2012 comcast ordinance.doc

VIIA. Adopt Ordinance No. 12-0336, An Ordinance of the City of Kenmore, Washington, Granting a Non-Exclusive Cable Franchise with Comcast of Washington IV, Inc., and Comcast of

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 12- 0336

AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, GRANTING A NONEXCLUSIVE CABLE
FRANCHISE WITH COMCAST OF WASHINGTON IV, INC.,
AND COMCAST OF CA/CO/WASHINGTON I, INC., AND
FIXING AN EFFECTIVE DATE.

WHEREAS, the City of Kenmore (City) is authorized to grant and renew franchises for the installation, operation and maintenance of cable television systems within the City; and

WHEREAS, in 1998 the City Council adopted Ordinance No. 98-0014 approving and granting a cable franchise agreement with Comcast of California/Colorado/Texas/Washington, Inc. and Comcast of Washington IV, Inc., formerly known as Tele-Vue Systems Inc. and TCI Cablevision of Washington, Inc., and Comcast of California/Colorado/Texas/Washington, Inc., for a period of seven years; and

WHEREAS, on July, 25, 2005 the City Council adopted Ordinance No. 05-0232, which granted a four year extension of the franchise to Comcast, through August 31, 2009; and

WHEREAS, the City entered into an Interlocal Agreement with nine other jurisdictions in October, 2008 to establish a consortium for the purpose of negotiating a franchise agreement template with Comcast; and

WHEREAS, on June 15, 2009 the City Council adopted Ordinance 09-0297, which granted an extension of the franchise to Comcast through December 31, 2009 in order to allow negotiations on a new franchise agreement template to continue; and

WHEREAS, on December 7, 2009 the City Council adopted Ordinance No. 09-0303 which granted an extension of the franchise to Comcast through May 31, 2010 to allow completion of negotiations on a new franchise agreement template; and

WHEREAS, Comcast and the Cable Franchise Consortium engaged in negotiations in accordance with the provisions of 47 U.S.C. § 546 and the franchise agreement template was completed in March, 2010; and

WHEREAS, on May 24, 2010 the City Council adopted Ordinance No. 10-0308, which granted an extension of the franchise to Comcast through December 31, 2010 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, on November 22, 2010 the City Council adopted Ordinance No. 10-0316, which granted an extension of the franchise to Comcast through March 31, 2011 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, the City Council adopted Ordinance No. 11-0321, which granted an extension of the franchise to Comcast through December 31, 2011 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, the City Council adopted Ordinance No. 11-0325, which granted an extension of the franchise to Comcast through June 30, 2012 to allow completion of negotiations on a new franchise agreement; and

WHEREAS, the City and Comcast have concluded negotiations on a franchise agreement specific to the City; and

WHEREAS, pursuant to RCW 35A.47.040, the proposed franchise agreement was introduced to the City Council at its regular meeting on March 19, 2012; and

WHEREAS, Comcast of WA IV, INC. and Comcast of CA/CO/WA I. Inc. desires to accept the proposed franchise in accordance with the requirements of this Ordinance and agrees to abide by the terms and conditions of the proposed franchise; and

WHEREAS, the City Council finds that it would serve the public interest to grant a new franchise agreement to Comcast of WA IV, INC. and Comcast of CA/CO/WA I. Inc. on the terms and conditions set forth in the proposed franchise;

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

Section 1. Grant of Franchise. A non-exclusive franchise for the provision of cable television services within the City of Kenmore is granted to Comcast of WA IV, INC. and Comcast of CA/CO/WA I. Inc. on the terms and conditions set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Section 2. Acceptance of Franchise. The franchise granted by this Ordinance shall be accepted by to Comcast of WA IV, INC. and Comcast of CA/CO/WA I. Inc., and said franchise shall be deemed accepted only when a duly authorized representative of Comcast of WA IV, INC. and Comcast of CA/CO/WA I. Inc. has signed Exhibit 2, Acceptance of Franchise, and delivered to the City Clerk on or before _____ 2012 one (1) signed copy of this Ordinance together with one (1) signed copy of the franchise, Exhibit 1.

Section 3. Franchise Effective Date. Provided the franchise granted by this Ordinance has been accepted as set forth in Section 2 above, the franchise shall be effective as of 12:01 a.m. on _____ 2012.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Ordinance Date of Ordinance. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title; provided that this Ordinance shall become null and void, and no franchise shall be granted hereby, unless the requirements of Section 2 above have been fulfilled.

APPROVED by the City Council this ____ day of _____, 2012.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Lynn Suskin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

Exhibit 1

**Franchise Between Kenmore, Washington and
Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc.**

Exhibit 2:

**Acceptance of Franchise between City of Kenmore Washington and
Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc.**

ACCEPTANCE OF FRANCHISE

The undersigned, _____ is duly authorized to accept this Franchise on behalf of Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc., and by and through his/her signature below, Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc. hereby accepts the franchise granted by this Ordinance on the terms and conditions set forth herein.

By: _____
Its: _____
Dated: _____

CITY OF KENMORE, WASHINGTON
COMPARISON TABLE
PROPOSED COMCAST
AND EXISTING COMCAST (TCI) AND FRONTIER FRANCHISE AGREEMENTS

Proposed Comcast Agreement	Original TCI/Comcast Agreement	Verizon – Transfer to Frontier Ordinance No. 08-0284
Term of Franchise (2.9, p. 7) 7 years from the Effective Date; May be extended for an additional 2 years, subject to written agreement of both parties.	Grant of Authority (2, p. 4) Original adoption by King County in 1996; Adopted by City of Kenmore on August 31, 1998; Numerous extensions through June 2012	Term (2.3): 12 years; Effective August 15, 2008
Customer Service (6, p. 18, Exhibit) <i>Accessibility (4)</i> - Customer service shall be available able at a service center at least 9 consecutive hours on Monday through Friday, ending no earlier than 6:00 p.m. and at least 4 consecutive hours on Saturdays, ending no earlier than 1:00 p.m. - Service Centers to provide the following services: bill payment, equipment return, processing of change of service requests, and response to other customer inquiries and requests. - Free exchanges of faulty converters at the customer's address at a convenient time that is mutually agreed upon. - Maintain local telephone access lines or a toll free telephone number that shall be available 24 hours a day, 7 days a week for service/repair request and billing inquiries. - Dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays. - Trained customer service representatives available to respond to telephone inquiries during Normal Business Hours. For normal operating conditions, telephone answer time should not exceed 30 seconds when the connection is made. Transfer time shall not exceed 30 seconds. Meet standard 90 percent of the time measured on calendar quarter. - After Normal Business Hours, telephone lines may be answered by a service or an automated response system. Calls will be responded to on the next business day. - The total number of calls receiving busy signals shall not exceed 3% of the total telephone calls. Meet standard 90% of the time measured on quarterly calendar. <i>Installation (5A)</i> - Standard residential installations requested by customers shall be completed within 7 business days after the order is place. - Underground cable drops from the curb to the home shall be buried at a depth of no less than 12 inches, and within a reasonable period of time from the initial installation. <i>Service Appointments (5B)</i> - Customers requesting installation of cable service or service to an existing installation may choose a 4-hour block of time for the service appointment between 8:00 a.m. and 6:00 p.m. Cannot cancel appointment window after close of business of day before appointment. Contact customer if running late and cannot keep appointment.	Customer Service (15, p. 34) - The Franchisee shall meet or exceed any customer service standards adopted by the Federal Communications Commission, and, to the extent the same are stricter or address different matters, customer service standards set forth in the Cable Ordinance and Cable Rules. <i>Customer Service Monitoring (p. 45)</i> - The Franchisee shall install such devices as are required to enable it to determine whether it is complying with all telephone answering standards required by applicable customer service regulations. <i>Local Office (p. 46)</i> - Maintain a minimum of 2 customer service centers conveniently located to unincorporated King County subscribers. These centers will provide subscribers the opportunity for the receipt and pickup of subscriber equipment and for the receipt of subscriber payments and complaints. - Franchisee shall install telephones and other equipment so that customer complaints and service requests can be received by Franchisee on a 24-hour basis on a local, toll-free telephone number.	Customer Service (8, Exhibit D): <i>Telephone availability (2):</i> - Standards begin 6 months after initial service date; in first 6 months, use best efforts to comply. - Have a toll free number. - Trained and qualified representatives available 24 hours, 7 days for service interruption reports, 45 hours per week for other types or reports and requests. - Telephone number listed in directory of local telephone company or companies serving area. - May use automated response unit or voice response unit to distribute calls. - May provide foreign language routing option. After first tier menu is run 3 times, forward to queue for live representative. - Answer within 30 seconds for normal operating conditions. Meet this standard 90% on quarterly calendar basis. - For normal operating conditions, receive busy signal no more than 3% of time in calendar quarter. - If requested by City, provide once a quarter a report regarding calls. <i>Installations and Service Appointments (3):</i> - Standard installation within 7 business days after order placed if ONT already installed on customer's premises, and within 14 business days if ONT not installed. Meet standard 95% of time measured on calendar quarter. - Provide report upon request once a quarter. - Offer "appointment" window alternatives for arrival of 4 hours scheduled time block during daylight available weekday hours. If subscriber agrees, may offer arrival times other than 4 hour time blocks. Cannot cancel appointment window after close of business of day before appointment. - Contact customer if running late and cannot keep appointment. - Provide for pickup or drop off of equipment free of charge through visit to residence, mailer, or business office in area. If mobility-limited customer, arrange for pickup or replacement of converters and other equipment. <i>Service interruption and outages (4):</i> - Notify city promptly of significant outage. May schedule significant outage for more than 4 hours only after city and subscriber given 15 days prior notice. - May perform modifications, repairs and upgrades between 12:01 a.m. and 6 a.m., which may interrupt service; notice of these provided to subscribers upon installation and in annual subscriber notice. - Representatives available for service interruptions 24 hours, 7 days. Under

Outages and Service Interruptions (5C) • If there is a system outage (loss of reception on all channels) resulting from Grantee equipment failure affecting 5 or more customers, the Grantee shall respond in accordance with its outage response procedures, and in no event more than 2 hours after the third Customer call is received. • Grantee shall use its best efforts to correct service interruptions resulting from Grantee's equipment failure by the end of the next calendar day, but in no event longer than 48 hours. TV Reception (5D) • Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and 6 a.m. • Grantee shall respond and repair poor signal quality no later than the day following the customer call, provided that the customer is available and the repair can be made within the allotted time. Problem Resolution (5E) • A Customer Service Representative shall have the authority to provide credit, waive fees, schedule service appointments and change billing cycles, where appropriate. • Any difficulties that cannot be resolved by the Customer Service Representative shall be referred to the appropriate supervisor who shall contact the customer within 24 hours and resolve the problem within 48 hours or an agreeable timeframe with the customer. Billing, Credits, and Refunds (5F) • Grantee shall provide a clear and concise bill every month and shall allow at least a reasonable number of days from the beginning date of the applicable service period for payment of a customer's bill for that period. • Grantee shall issue refund checks no later than the customer's next billing cycle following resolution of the request or within 30 days, or the return of the equipment supplied by the Grantee if service is terminated. • Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted. • No fee or charge for service calls to a customer's premises to perform any repair or maintenance work related to Grantee's equipment necessary to receive cable service. • City may request copy of rate card with all applicable rates and charges related to cable service. • City may request copy of any billing insert related to rates or customer service. Notice/Work (5G) • Grantee shall give reasonable notice to property owners or legal tenants prior to entering private premises, unless in an emergency involving public safety or service interruption to a large number of customers. Services for Customers with Disabilities (6) • Grantee shall, at no charge, deliver and pick up converters at the customer's home. • Grantee shall make available TDD/TTY service with trained operators at no charge. • Grantee shall provide free use of a remote control unit to mobility-impaired Customers.		normal operating conditions, respond to call from subscriber within 24 hours, including weekends. Begin corrective actions for non-service interruption problems on next business day. Complete service calls within 72 hours, not including weekends. Meet standard 90% of time, measured quarterly. Upon request, provide report. • Provide credit upon subscriber request when all channels out of service for 4 consecutive hours or more. Credit is proportionate amount of bill. To qualify, subscriber must promptly report problem and allow Verizon to verify problem. • Under normal operating conditions, if significant outage affects all video programming service for more than 24 consecutive hours, give automatic credit to subscribers for proportionate amount of bill. • Respond to inquiries from City regarding cable services within 4 hours and commence repairs with 24 hours under normal operating conditions. Customer complaints referred by City (5): • Notify city of matters that need more than 5 days to resolve, and attempt to resolve within 10 business days. Billing (6): • Itemize bills by type of cable services and equipment charges. • May itemize separately franchise fees, taxes and governmental imposed fees. • Payment due date is 20 days after statements mailed. • Due date for delinquent accounts may be date of receipt. • Subscriber who disputes bill shall have option of withholding disputed amount without disconnect or late fee, if subscriber pays undisputed charges, notifies Verizon of dispute within 5 days before due date, and cooperates in determining accuracy of charges in dispute. Initiate investigation within 5 business days, and not unreasonably delay final resolution. • Allow subscribers to pay by check or automatic payment option. • May in future allow payment by major credit card on preauthorized basis. • City may request Verizon to omit city name, address and telephone number from bills. Deposits, refunds and credits (7): • May require refundable deposits from subscribers with poor credit or payment history, who refuse credit history information or rent equipment. Deposit maximum is 6 times average monthly charge, or cost of equipment. Rates, fees and charges (8): • Mail notice of delinquency and impending termination prior to termination. • Restore service terminated in error without charge within 24 hours. Communications with subscribers (10): • Employees having contact with subscribers must wear picture identification card, which has photograph, name and ID number. • Send annual notice to subscribers informing them that complaints or inquiries not satisfactorily handled may be referred to City. Provide reasonable notice to subscribers and city of pricing change or additional charges, including channel line-up changes. Notice is a minimum of 30 days. • Make available a parental control or lockout device. Availability of device shall be given to subscribers at initial subscription and periodically thereafter.
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<i>Customer Information (7)</i> • Customer may request a list of items outlined in section 7A. • Customers will be notified of any changes in rates, programming services or channel positions in writing at least 30 days in advance. <i>Satisfaction Guaranteed (10)</i> • The Grantee currently offers a customer satisfaction guarantee to every customer that requests installation of cable service or who adds any additional programming service to the customer's cable subscription. <i>Complaints to the Grantee (11)</i> • Grantee shall have written procedures for receiving, acting upon, and resolving complaints without intervention from the City. • Grantee shall notify the customer of the results of its investigation and its proposed action or credit.		
Complimentary Cable Service (4.4, p. 15) • Free—one service outlet for Basic Service to public schools, police and fire stations, public library, government offices and other governmental administration offices identified in Exhibit B, provided that they are located within 125 aerial feet of its cable system.	Full Cable Service to Certain Facilities (p. 44) • Upon the request of the County, the Franchisee shall provide full basic and satellite tier Cable Service, and all open and closed PEG channels activated on the system to the locations designated below. Franchisee shall provide equivalent service if Franchisee discontinues such tiers of service in their current form. • These services shall be free of charge to each of the following locations: all locations listed in Attachment I; each public school and public school administrative facility located in unincorporated King County; each King County Library System facility; each fire station; each Public Access Center; each County office and agency; each County-owned and County-leased facility. • To the extent any drop to facilities other than public schools and public libraries exceeds 75 feet underground or 150 feet aerial, Franchisee may request compensation for its time and materials for installations in excess of those distances.	Complimentary Service--Public Buildings (3.3): • Free—one service outlet for Basic Service to public schools, police and fire stations, public library, government offices and other governmental administration offices designated by city, if also required by other cable operators. • Additional outlets will be provided to new Kenmore City Hall. (See Exhibit B) • If necessary to extend trunk or feeder line more than 150', pay for extension or release free service. Can recover cost of installing more than one outlet or concealed wire inside, or outlet more than 150' from drop cable.
Educational and Government (EG) Access (11, p. 29) • Grantee shall provide one Governmental Access Channel for the City's use and one Educational Access Channel for the use of the local school district(s). • Such channels shall be made available within 120 days of the request, unless additional time is required to facilitate such change. Support for Access Capital Costs (11.6, p. 30) • EG Fee may be used for access related capital expenditures, such as production equipment or studio. • Grantee shall commence collection of an EG Fee from subscribers an amount no greater than 25 cents per subscriber per month. • City may change amount of fee at any time.	Channels, Facilities, Equipment and Services for Public, Educational and Governmental Use (17, p. 47) • The Franchisee shall activate and make available free of charge to the County public, educational and governmental channels • The Franchisee shall provide within the rebuit areas a minimum of 10 and a maximum of 25 video channels for Public, Educational, and Governmental programming on the Subscriber Network throughout the remaining term of this Franchise. No fewer than 10 and no more than 13 of those channels may be analog format channels. There shall be no more than 13 PEG channels until the Subscriber Network begins to carry digitally transmitted video channels. • The County will initially allow the first 10 available channels as follows: 2 - Public, 6 - Educational and 2 - Governmental. • Public Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for public access programming are programmed with qualified programming at least 80 percent of the cumulative time between the test hours of 9 a.m. to 11 p.m., Monday through Friday, over a consecutive 16 week period. • Educational Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for education access programming are programmed with qualified programming at least 80 percent of the cumulative time of 60 hours per week. • Governmental Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for public access programming are programmed with qualified programming at least 80 percent of the cumulative time of 60 hours per week over a consecutive 16	Education and Government (EG) Channels (6.1.1): • Reserve, without charge, one educational channel and one government channel in the Basic Service Tier, but only if other cable operators also provide similar free channels. • To activate, city must have planned program schedule of at least 4 hours per day, not including repeat programming. • May change channel assignments in sole discretion. • May access site and equipment. • Install equipment to transmit signal within 180 days of notice. EG Grant (6.2.1): • If other cable operators provide a grant, match grant of City (up to \$1.00, per subscriber per month). • City may change amount of grant no more than once per year. • City must use money for EG access equipment. • City indemnifies Verizon from damages and claims arising from defamation and failure to comply with laws. • City shall establish rules for use of EG facilities. EG Grant Cost Recovery (6.4): • May recover costs of EG grant from subscribers, to extent allowed by federal law.

	hour week period:	
Franchise Fees (7.1, p. 18) - Franchise fees are an amount equal to 5 percent of Gross Revenues derived from the operation of the Cable System to provide Cable Service in the Franchise Area. - Pay fee 45 days after the end of the calendar quarter. Submit quarterly report showing the basis for the computation of fee calculations. - Statute of limitations for fee recovery is 6 years. - Late payment interest charge is 12% or maximum under RCW 19.52.020. - City may still impose other types of taxes, fees or assessments.	Franchise Fees (5, p. 13) - Franchise fee is 5% of gross revenue. - Pay fee in accordance with the schedule set forth in the Cable Ordinance. - Late payment interest is charged at a rate equal to the maximum rate permitted under Washington State law. - City may still impose other types of taxes, fees or assessments.	Franchise Fees (7, 1.16, 7.9): - Franchise fee is 5% of gross revenue. Gross revenue is in accordance with generally accepted accounting principles. Gross revenue includes long list of items, which long list is applicable if all other cable operators include the same in their gross revenue. - Pay fee 45 days after end of calendar quarter. Submit annual summary of fee calculations 45 days after end of calendar year. - Statute of limitations for fee recovery is 4 years. - Late payment interest charge is 12% or maximum under RCW 19.52.020. - City may still impose other types of taxes, fees or assessments. - Fee only applicable to cable services (clarifies how to treat Verizon, which provides both cable and non-cable bundled services). Franchise Grant (14.1): - Pay to City \$7152.98 for administration of franchise, which grant may be used for any lawful purpose. City agrees to require similar obligation from cable operators upon future grant or renewal of franchise agreement. May recover amount from subscribers if allowed by federal law.
Incidental Costs (15.4, p. 34) - In lieu of the franchise grant, the grantee shall pay the City the reasonable incidental costs of processing the Franchisee, which amount shall be determined and agreed upon prior to adoption of this Franchise. - City may use the incidental costs for any lawful purpose.	Capital Grant for Access Equipment and Facilities (pg. 54): - The Franchisee shall provide the County capital grants as specified below to be used by the County in its sole discretion for cable related and institutional network related purposes. These grants are not franchisee fees and Franchisee waives any claim otherwise. - Beginning on the date of the renewal of the Franchise, the Franchisee shall provide the County a series of cash or cash equivalent grants in equal \$50,000 amounts over a five year period, totaling \$250,000. - In addition, beginning on the date of the renewal, the Franchisee shall provide the County a grant of \$250,000 in the form of work order credits to the County. These works credits will be applied by the County toward engineering, design and consulting services provided by the Franchisee to the County for cable-related facilities, primarily the Institutional Network and the County's related Wide Area Network. - Over the terms of the Franchise, commencing on March 1, 1996 or the effective date of the Franchise, whichever date is later, the Franchisee shall provide the County a payment equal to \$1.00 per month multiplied by the number of cable subscribers served by the Franchisee pursuant to this Franchise.	

FRANCHISE

Between

KENMORE, WASHINGTON

And

**COMCAST OF WA IV, INC. AND COMCAST OF
CA/CO/WA I, INC.**

November 1, 2011

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Franchise

This Cable Franchise (hereinafter, the "Franchise") is entered into by and between the City of Kenmore (hereinafter, "City") and Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc., two corporations duly organized under the applicable laws of the State of Washington (hereinafter, "Grantee").

WHEREAS, the City wishes to grant Grantee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the City is a "franchising authority" in accordance with Title VI of the Cable Act (*see* 47 U.S.C. §522(10)) and Washington State law;

WHEREAS, the Grantee has installed a Hybrid Fiber Coax Cable System that occupies the Rights-of-Way within the Franchise Area, and Grantee desires to use the Hybrid Fiber Coax Cable System to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the City has identified the future cable-related needs and interests of the City, has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee's Cable System is adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the City desires to protect and manage the Rights-of-Way, require standards of customer service, receive financial compensation for Grantee's use of the Rights-of-Way as provided by federal law, obtain complimentary Cable Services for public buildings, obtain use of educational and governmental channels, establish certain reporting and record access requirements, and provide for the future cable-related needs of its residents;

WHEREAS, the City has determined that the renewal of a nonexclusive cable franchise to Grantee is consistent with the public interest; and

WHEREAS, the City and Grantee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's renewal of a franchise to Grantee, Grantee's promise to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Cable Act (as hereinafter defined), the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

The City, having determined that the financial, legal, and technical ability of Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise with Grantee for

the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1. Definition of Terms

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them herein. The word "shall" is always mandatory and not merely directory.

1.1 **"Access"** means the availability for noncommercial use by various educational and governmental agencies, institutions and organizations in the community, including the City and its designees, of Channels on the Cable System designated for such use as permitted under applicable law:

(A) **"Educational Access"** means Access where Schools are the primary users having editorial control over programming.

(B) **"Governmental Access"** means Access where governmental institutions or their designees are the primary users having editorial control over programming.

(C) **"Educational and Governmental Access" or "EG Access"** means the availability for noncommercial use of a Channel or Channels on the Cable System by various governmental and educational agencies including the City and its designees.

1.2 **"Access Channel"** means any Channel, or portion thereof, designated for noncommercial Access purposes or otherwise made available to facilitate or transport Access programming.

1.3 **"Affiliate"** means, when used in connection with Grantee, any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Grantee.

1.4 **"Bad Debt"** means amounts lawfully owed by a Subscriber and accrued as revenue on the books of Grantee, but not collected after reasonable efforts by Grantee.

1.5 **"Basic Service"** means, at a minimum, all signals of domestic television broadcast stations provided to any Subscriber (except a signal secondarily transmitted by satellite carrier beyond the local Franchise Area of such station, regardless of how such signal is ultimately received by the Cable System), any educational and governmental programming required by the Franchise to be carried on the Basic Service Tier, and any additional Video Programming signals and service voluntarily added to the Basic Service Tier by the Cable Operator.

1.6 **"Cable Act"** means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto, 47 U.S.C. § 521 *et. seq.*

1.7 "Cable Operator" means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System or who otherwise Control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 "Cable Service(s)" means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, 47 U.S.C. § 522(6).

1.9 "Cable System" means Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and that is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 *et seq.*), except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with § 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems, 47 U.S.C. Sec. 522 (7). When used herein, the term "Cable System" shall mean Grantee's Cable System in the Franchise Area.

1.10 "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel, whether delivered in an analog or digital format.

1.11 "City" means the City of Kenmore, Washington.

1.12 "Control" means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Grantee's affairs.

1.13 "Dwelling Units" means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

1.14 "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.15 "Franchise" means this document and any amendments or modifications hereto.

1.16 "Franchise Area" means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.17 "Gross Revenues" means any and all revenue derived by Grantee or its Affiliates from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with Generally Accepted Accounting Principles ("GAAP").

1.17.1 Gross revenues shall include but shall not be limited to the following:

- (a) fees charged for Basic Service;
- (b) fees charged to Subscribers for any service tier other than Basic Service;
- (c) fees charged for premium Channel(s), e.g. HBO, Cinemax, or Showtime;
- (d) fees charged to Subscribers for any optional, per-Channel, or per-program services;
- (e) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for Cable Service;
- (f) fees for service calls;
- (g) rental of Customer equipment, including converters (e.g. set top boxes, high definition converters, and digital video recorders) and remote control devices;
- (h) advertising sales revenue, minus commissions due to advertising agencies that arrange for the advertising buy, as calculated under GAAP;
- (i) revenue from leased Access Channel(s);
- (j) revenues received in connection with the carriage of home shopping Channels;
- (k) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (l) revenue from the sale of program guides;
- (m) late payment fees;
- (n) franchise fees.

1.17.2 Gross Revenues shall not include:

- (a) Sales of capital assets or sales of surplus equipment;
- (b) Program launch fees;

(c) Any fees or charges collected from Subscribers or other third parties for EG Grant.

(d) Bad Debt; provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected.

(e) Any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, the City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit.

1.16.3 The value of the complimentary Cable Services provided herein shall not increase or decrease Gross Revenues for the purpose of calculating Franchise Fees.

1.18 "Locally Scheduled Original Programming" means Government Access or Educational Access programming that is created by the City or their designated Access provider(s) including edited coverage of live programming. Such Locally Scheduled Original Programming shall not be considered as qualifying as such after two (2) cablecasts (initial airing and first repeat). Automated Video Programming filler, such as cablecasts of highways and roads, AM/FM Radio programming, NASA or video bulletin boards does not constitute Locally Scheduled Original Programming that qualifies herein.

1.19 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

1.20 "Public Rights-of-Way" or "Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, lane, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the City and Grantee to the use thereof for the purpose of constructing, installing, operating, repairing, upgrading and maintaining the Cable System. Public Rights-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Grantee to the use thereof for the purposes of constructing, installing, operating, and maintaining Grantee's Cable System over existing poles and wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

1.21 "School" means any State accredited K-12 educational institution, public or private, but excluding home schools.

1.22 "State" means the State of Washington.

1.23 "Subscriber" or "Customer" means a Person who lawfully receives Cable Service over the Cable System with Grantee's express permission.

SECTION 2. Grant of Authority

2.1 Grant. The City hereby grants to Grantee under the Cable Act a nonexclusive Franchise authorizing Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Rights-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Rights-of-Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Grant of Authority. Subject to the terms and conditions of this Franchise and the Cable Act, the City hereby grants Grantee the right to own, construct, operate and maintain a Cable System along the Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Franchise.

2.3 Franchise Subject to Federal, State and Local Law. Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations.

2.4 Use of Rights of Way for non-Cable Service. This Franchise is an express authorization to provide Cable Services. This Franchise is not a bar to the imposition of any lawful condition on Grantee with respect to non-Cable Services provided by Grantee. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable Services nor relieve Grantee of its obligation to comply with any such authorization(s) that may be lawfully required. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable Services.

2.5 No Rights by Implication. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

2.5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

2.5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or

2.5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

2.6 Conveyance of Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.7 No Waiver. The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Cable Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8 Other Ordinances. Grantee agrees to comply with the terms of any lawful, generally applicable local ordinance in effect upon adoption of this Franchise. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.

2.9 Term of Franchise. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be seven (7) years (the "Term") from the Effective Date of this Franchise. The Franchise term may be extended for an additional two (2) years, subject to written agreement of both parties. Upon commencement of the franchise renewal period described in the Cable Act, the parties will meet to discuss a possible extension of this Franchise.

2.10 Effective Date.

2.10.1 This Franchise and the rights, privileges and authority granted hereunder shall take effect and be in force from and after the Effective Date of this Franchise. The Effective Date of this Franchise shall be _____.

2.10.2 Within sixty (60) days receipt of the City's approval of this Franchise agreement, Grantee shall signify its acceptance of this Franchise by executing a written acceptance of this Franchise. Grantee shall file such written acceptance of the Franchise along with any accompaniments as required by this Section 2.10.2 with the City Clerk. Such written acceptance shall be accompanied by the certificates of insurance specified in Section 9.2 and the evidence of the Security as specified in Section 9.4. This Franchise is voidable unless accepted in writing with the required accompaniments as specified by this Section 2.10.2 by Grantee within this timeframe.

2.10.3 The grant of this Franchise shall have no effect on Grantee's duty under the prior franchise, in effect prior to the Effective Date of this Franchise, to indemnify or insure the City against acts or omissions occurring during the period that the prior franchise was in effect, nor shall it affect Grantee's liability to pay all Franchise Fees which were due and owed under a prior franchise.

2.11 Effect of Acceptance. By accepting the Franchise, Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.12 Reservation of Authority. Nothing in this Franchise shall (1) abrogate the right of the City to perform any public works or public improvements of any description, (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (3) be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Way.

2.13 Grant Not Exclusive. The Franchise and the rights granted herein to use and occupy the Rights-of-Way to provide Cable Services shall not be exclusive, and City reserves the right to grant other franchises for similar uses or for other uses of the Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the Term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System.

2.14 Grant of Other Franchises; Competitive Equity. Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Access Channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. If any subsequent franchise is granted by the City or by transfer, extension or renewal which, in the reasonable opinion of Grantee, contains materially more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more materially favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.

2.14.1 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon Grantee by registered or certified mail or via nationally recognized overnight courier service.

2.14.2 In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, Grantee shall have a right to request Franchise amendments that relieve Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2)

identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to Grantee's petition.

2.15 Conditions of Sale. If a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

2.16 Transfer upon Revocation. Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the City shall give Grantee at least one hundred twenty (120) days to effectuate a transfer of its Cable System to a qualified third party. Furthermore, Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, Grantee and the City may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that Grantee's continued operation of the Cable System during the one hundred twenty (120) day period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or Grantee.

2.17 Police Powers. Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

SECTION 3. Construction and Maintenance of the Cable System

3.1 Permits and General Obligations. Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Rights-of-Way at the time of Cable System facilities installation.

3.2 Conditions on Occupancy of Public Rights-of-Way.

3.2.1 Relocation at Request of City. Except as provided herein, upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Rights-of-Way when the safety, health or

welfare of the public requires such change, and the expense thereof shall be paid by Grantee. City is not required to provide thirty (30) days prior written notice in the event of an emergency. Should Grantee fail to remove or relocate any such facilities by the date established by the City, City may remove or relocate such facilities, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Rights-of-Way, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights-of-Way. This Section 3.2.1 does not apply to overhead facilities that are converted to underground facilities, consistent with Section 3.4. If public funds are available to any Person using such Public Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of Grantee make application for such funds on behalf of Grantee.

3.2.2 Temporary Relocation at Request of Third Party. Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; (ii) Grantee is granted a permit for such work by the City if a permit is needed; and (iii) Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3 Restoration of Rights-of-Way. Whenever Grantee disturbs the surface of any Rights-of-Way for any purpose, Grantee shall promptly restore the Rights-of-Way to a condition reasonably comparable to the condition of the Rights-of-Way immediately prior to such disturbance. When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit. If Grantee fails to promptly restore the Rights-of-Way, the City may, after providing reasonable notice to Grantee, refill or repave any opening made by Grantee in the Rights-of-Way, and the reasonable expense thereof shall be paid by Grantee. The City may, after providing reasonable notice to Grantee, repair any work done by Grantee that, in the determination of the City, does not conform to applicable City specifications. The reasonable cost thereof, including the costs of inspection and supervision, shall be paid by Grantee.

3.3 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and State regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Rights-of-Way.

3.4 Aerial and Underground Construction. If all of the distribution lines of all of the wireline service providers, such as telecommunications service providers, as defined in RCW 35.99.010, a utility service provider or a Cable Operator (collectively "Service Providers") in any portion of the Franchise Area are underground, Grantee shall place its Cable System's distribution cables underground within that area; provided that such underground locations are actually capable of accommodating Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any portion(s) of the Franchise Area where

the distribution lines of any of the respective Service Providers are both aerial and underground, Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. In areas where a Service Provider's wiring is aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. If funds exist, are set aside for such purpose, or provided by a third party, Grantee shall be entitled to seek reimbursement for its share of funds to offset the cost of placing its facilities underground. Grantee shall utilize existing conduit wherever possible.

3.4.1 The City shall not be required to obtain easements for Grantee. Grantee shall, to the extent economically feasible, participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where utilities are being converted to underground facilities.

3.4.2 Nothing in this Section shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.4.3 In the event of a City driven facilities relocation project that requires conversion of overhead facilities to underground for purposes of health, safety or public welfare, Grantee agrees to bear its proportionate share of the costs to convert Grantee's Cable System from an overhead system to an underground system as follows:

A. Utility Trench and Vault/Pedestal Engineering: To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete Cable System related engineering coordination with the other utilities involved in the project.

B. Conduit and Vaults/Pedestals Placement: Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:

1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.

2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or its contractor, Grantee shall have the option to hire its own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.

3. If Grantee chooses to hire its own contractor(s), the City and its contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantee's conduits and vaults/pedestals in the supplied joint trench.

C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in Section 3.4.3 B above.

3.4.4 In the event of a Local Improvement District (LID) project that requires relocation of Grantee's facilities, Grantee shall be reimbursed by the LID funding for all expenses incurred as a result of the project.

3.4.5 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the conditioned underground conversion of cable facilities.

3.4.6 Grantee shall utilize existing poles and conduit wherever possible.

3.5 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's Ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law. Grantee shall be jointly and severally liable for all property and personal damages and for correcting all damage caused by any contractor or subcontractor working on Grantee's behalf.

3.6 Construction and Maintenance.

3.6.1 Subject to applicable laws and this Franchise, Grantee shall perform all maintenance, construction, repair and upgrades necessary for the operation of its Cable System in the Rights-of-Way. All work regarding Grantee's System shall, regardless of who performs the work, be and remain Grantee's responsibility.

3.6.2 Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.

3.6.3 Grantee shall provide and use any equipment necessary to control and carry Grantee's signals so as to prevent damage to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities and equipment to keep them in good repair and in a safe and presentable condition.

3.6.4 Grantee's Cable System shall be located, erected and maintained so as not to endanger the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property.

3.6.5 Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.

3.6.6 In the event that emergency repairs are necessary, Grantee shall notify the City of the repairs made on the next business day. Grantee may initiate such emergency repairs and shall apply for appropriate permits within two (2) business days after discovery of the emergency, or as soon as reasonably practical.

3.7 One Call Notification. Prior to doing any work in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes. Grantee shall also comply with generally applicable ordinances and permitting requirements before digging in the Rights-of-Way.

3.8 Rights-of-Way Vacation. If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the Term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee to restore, repair or reconstruct such Rights-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

3.9 Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws and practices, and deploy all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards in effect at the time of the work being performed.

3.9.1 Grantee shall ensure that all cable drops are properly bonded and grounded at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

3.9.2 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable.

3.9.3 All installations of equipment, lines and facilities shall be installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws.

3.9.4 Any opening or obstruction in the Rights-of-Way or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible at night.

3.9.5 Grantee and the City agree that nothing in this Franchise shall give Grantee the right to construct new poles without prior City approval. Furthermore, nothing contained in this Franchise gives Grantee a right of pole attachment to City facilities or facilities owned by third parties.

3.10 Stop Work. On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

3.10.1 Be in writing;

3.10.2 Be given to the Person doing the work and be posted on the work site;

3.10.3 Be sent to Grantee by overnight delivery at the address given herein;

3.10.4 Indicate the nature of the alleged violation or unsafe condition; and

3.10.5 Establish conditions under which work may be resumed.

3.11 Joint Trenching/Boring. To the extent it is technically and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as to reduce the number of Right-of-Way cuts within the City.

3.12 GIS Mapping. Upon thirty (30) days written request by the City, Grantee shall provide a route map of those basic portions of the Cable System that are located within the Public Right-of-Way in either a digital format or hard copy. The format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum. The data shall indicate overhead cables and underground cables, pole mounted features and ground mounted features

3.13 Trimming of Trees and Shrubbery. Grantee shall have the authority to trim trees or other natural growth interfering with, damaging, or restricting access to any of its Cable System facilities in the Rights-of-Way. All such trimming shall be done at Grantee's sole cost and expense. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal. Grantee shall comply with all local laws and regulations with respect to trimming of trees and shrubbery and with all generally applicable landscaping regulations.

3.14 Reservation of Rights-of-Way. Nothing in this Franchise shall prevent the City or public utilities from constructing any public work or improvement in the Public Rights-of-Way. All such work shall be done insofar as practicable so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

3.15 Inspection of Facilities. Upon reasonable notice, the City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an

unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefore.

SECTION 4. Service Obligations

4.1 **General Service Obligation.** Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per strand mile in areas served by underground facilities. Subject to this density requirement, Grantee shall offer Cable Service at standard installation rates to all new Dwelling Units or previously unserved Dwelling Units located within one hundred twenty-five (125) aerial feet or sixty (60) underground trench feet of the Grantee's distribution cable. Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a line extension or a drop in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2 **Broad Programming Categories.** Grantee shall provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) News, weather and information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented; and
- (F) Government affairs.

4.3 **Deletion or Reduction of Broad Programming Categories.** Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City. In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the minimum mix and quality of Cable Services required under this Franchise throughout its term.

4.4 **Complimentary Cable Service.** Historically, Grantee has provided complimentary Cable Service to municipal buildings, fire stations, police stations, Schools and libraries throughout the Franchise Area. The Cable Service described herein is a voluntary

initiative that Grantee agrees to continue throughout the Term of this Franchise. As part of Grantee's voluntary initiative, Grantee will provide without charge, for service or installation, at least one outlet of Basic Service to those buildings identified on Exhibit B, provided that they are located within 125 aerial feet (a Standard Installation) of its Cable System. Grantee shall not be required to provide complimentary Cable Service to those buildings or portions of buildings that are not identified in Exhibit B, that are not occupied and used by and for governmental, administrative or educational purposes (i.e. utility offices, storage facilities, etc.) or where it would normally enter into a commercial contract to provide Cable Service, such as a prison/jail or a golf course. In instances where the City is leasing and occupying the building, the City shall be responsible for acquiring any necessary right of entry agreement and paying any associated fees that may be required by the building's owner. If the City wishes to discontinue its use of this service, it is responsible for the return of any and all equipment to the Grantee. The City and/or its designees are responsible for all Grantee's on premise equipment.

4.4.1. The Cable Service provided in accordance with this subsection shall not be distributed beyond the originally installed outlet without authorization from Grantee. If additional outlets are requested, the building owner and/or occupant shall be required to pay the usual installation fees associated therewith; but no recurring monthly fees. To the extent that complimentary service is provided, there shall be no offset against Franchise Fees for such service. Outlets of Cable Service provided in accordance with this Section may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes consistent with Grantee's regular service practices. In the event that there is another wireline service provider (or providers) providing Cable Service within the City, the decision of which service provider will provide the complimentary service shall be decided on a case by case basis in an effort to maintain equitable burdens on each provider.

4.4.2 The Cable Service provided herein, shall not be used for commercial purposes, and the City shall take reasonable steps to limit display in public areas. In addition, the City shall take reasonable precautions to prevent any inappropriate use of the Cable Service or the Cable System that could result in damage to the Cable System.

4.5 Obscenity. Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial Control any programming that is obscene under applicable federal, State or local laws.

4.6 Services for the Disabled. Grantee shall comply with the Americans with Disabilities Act and any amendments or successor legislation thereto.

4.7 Parental Control Device. Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

4.8 No Discrimination. Neither Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to Grantee are satisfied. Grantee shall not however be required to continue service to a Subscriber who cannot meet their financial obligations to Grantee or who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.9 New Developments. The City shall provide Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. The developer shall be responsible for the digging and backfilling of all trenches. Grantee shall be responsible for engineering and deployment of labor relative to its installation of cable facilities within the development.

SECTION 5. Rates, Fees, Charges and Deposits

5.1 Rate Regulation. All of Grantee's rates and charges related to Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws. Grantee shall notify both the City and its Customers of any changes to its rates in conformance with federal law.

5.2 No Rate Discrimination. All rates and charges shall be published (in the form of a publicly available rate card), and shall be nondiscriminatory for all Persons of similar classes, under similar circumstances and conditions and without regard to neighborhood or income. Nothing herein shall be construed to prohibit:

5.2.1 The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;

5.2.2 The offering of reasonable discounts to similarly situated Persons;

5.2.3 The offering of bulk discounts for multiple Dwelling Units.

5.3 Low Income Discount. Grantee has historically granted a 30% discount to Subscribers who are low income and are aged 65 years or older or disabled to its Basic Cable Service (provided they are not already receiving a package discount and provided further they are the legal owner or lessee/tenant of the dwelling unit). Grantee, as a voluntary initiative, is encouraged to continue to offer a discount to these individuals. For purposes of this discount,

Subscribers are considered low income if their combined disposable income from all sources does not exceed the Housing and Urban Development Standards for the Seattle/Everett Area for the current and preceding calendar year. As of the Effective Date of this Franchise, Grantee is offering this low income discount as described herein.

5.4 Leased Access Channel Rates. Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels.

5.5 Late Fees. For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with State law.

SECTION 6. Customer Service

6.1 Customer Service Standards. Customer Service requirements are set forth in Exhibit A, which shall be binding unless amended by written consent of the parties.

6.2 Privacy Protection. Grantee shall comply with all applicable federal and State privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7. Oversight and Regulation

7.1 Franchise Fees. Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Service in the Franchise Area ("Franchise Fee"). In accordance with Title VI of the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than any other Cable Operator providing Cable Service in the same portion of the Franchise Area. If during the Term of this Franchise, the FCC, federal or State government, or the courts change the amount a City can collect for Franchise Fees, then this Franchise shall be amended and such change shall be imposed on all similarly situated Cable Operators operating in the same portion of the Franchise Area. Franchise Fees are not a tax.

7.2 Payments. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Grantee shall be allowed to submit or correct any payments that were inadvertently omitted, provided such correction is made within ninety (90) days following the close of the calendar quarter for which such payments were applicable, without incurring any interest expenses pursuant to Section 7.5. At the City's option, if there are overpayments of Franchise Fees, the City may choose to either refund any such overpayments to Grantee, or Grantee shall withhold future Franchise Fee payments until such time as said overpayment is recovered. If the City chooses the option to refund such overpayments, then no interest shall accrue on such overpayments provided the City

refunds the overpayments within sixty (60) days notice from Grantee. Notwithstanding the foregoing, the parties may agree on a different timeframe or terms of repayment.

7.3 Additional Compensation. In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is required in accordance with applicable law.

7.4 Quarterly Reports. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.5 Interest Charge on Late Payments. Late payments for any Franchise Fees due pursuant to this Section, EG Fees due pursuant to Section 11.6 and liquidated damages due pursuant to Section 13.1.1 shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of this Franchise is twelve percent (12%) per annum from the date that such payment is due.

7.6 No Release. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under this Franchise. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due.

7.7 No Limitation on Taxing Authority. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Grantee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or any State or federal agency or authority, or intended to waive any rights the Grantee may have under 47 U.S.C. § 542.

7.8 Additional Commitments Not Franchise Fees. No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments regarding EG funding and Access Channels are excluded from the definition of Franchise Fees herein and are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City. Additionally, complimentary Cable Service, as described in Section 4.4, shall not be offset against Franchise Fees either, unless otherwise mutually agreed upon by Grantee and City. The City and Grantee agree that any utility tax, business and occupation tax or similar tax shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to applicable law.

7.9 Franchise Fee Audit

7.9.1 Upon thirty (30) days prior written notice, but not more often than once each calendar year, the City shall have the right to inspect Grantee's financial records necessary

to enforce the provisions of the Franchise and to calculate any amounts determined to be payable pursuant to this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which, in its reasonable judgment, raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited. If the audit shows that there has been an underpayment of Franchise Fees by five percent (5%) or more in a calendar year, then Grantee shall pay the cost of the audit, such amount not to exceed Fifteen Thousand Dollars (\$15,000).

7.9.2 Upon the completion of any such audit by the City, the City shall provide to Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall seek to agree upon a "Final Settled Amount." For purposes of this Section, the term "Final Settled Amount(s)" shall mean the agreed upon underpayment, if any, by Grantee to the City. If the parties cannot agree on a "Final Settled Amount," either party may bring an action to have the disputed amount determined by a court of law.

7.9.3 Any "Final Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by Grantee within sixty (60) days from the date the parties agree upon the "Final Settled Amount." Once the parties agree upon a Final Settled Amount and such amount is paid by Grantee, the City shall have no further rights to audit or challenge the payment for that period. If it was found that there was an underpayment of Franchise Fees pursuant to this Section, Grantee shall pay, in addition to the amount due, interest, calculated from the date the underpayment was originally due until the date payment is made by Grantee.

7.9.4 In the event the "Final Settled Amount(s)" is an overpayment by Grantee, the City shall either reimburse Grantee within sixty (60) days of the date the parties agree upon the Final Settled Amount or, upon Grantee's approval, the City may choose to have Grantee withhold future Franchise Fee payments until such time as said overpayment is recovered. If the City fails to refund the overpayment to Grantee within sixty (60) days, then interest at the rate specified in Section 7.5 shall accrue beginning on the sixty-first (61st) day following the determination of the Final Settled Amount.

7.10 Bundled Services. If Cable Services subject to the Franchise Fee required under this Section 7 are provided to Subscribers in conjunction with Non Cable Services, the Franchise Fee shall be applied only to the Gross Revenues of the Cable Services, as reflected on the books and records of Grantee in accordance with GAAP. Grantee shall equitably allocate charges for Cable/Non Cable Services so as not to unfairly diminish Franchise Fees to the City.

7.11 Maintenance of Books, Records, and Files.

7.11.1 Books and Records. Throughout the Term of this Franchise, Grantee agrees that the City, upon reasonable prior written notice to Grantee, may review Grantee's

books and records necessary to determine compliance with the terms of this Franchise. The review of such books and records shall occur at Grantee's business office (unless a substitute location is otherwise agreed upon), during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a minimum period of six (6) years.

7.11.2 File for Public Inspection. Throughout the Term of this Franchise, Grantee shall maintain a file available for public inspection which shall include all documents required pursuant to the FCC's rules and regulations. The public inspection file shall be maintained at Grantee's business office and will be available to the public during normal business hours.

7.11.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this Section 7.11, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Grantee to be competitively sensitive. In the event that the City receives a public records request under RCW 42.56 or similar law for the disclosure of information Grantee has designated as confidential, trade secret or proprietary, the City shall promptly provide notice of such disclosure so that Grantee can take appropriate steps to protect its interests.

7.11.4 Records Required. Upon written request, but no more frequently than once a year, City may request a report which may include any or all of the following, depending on the needs of the City:

(A) Records of all written complaints received by Grantee for a period of up to three (3) years. The term "complaint" as used herein refers to escalated concerns about any aspect of the Cable System or Grantee's cable operations;

(B) Records of outages for the previous year, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

(C) Records of service calls for repair and maintenance for the previous year, indicating the date and time service was required, the date of acknowledgment, the date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

(D) Records of installation/reconnection and requests for service extension for the previous year, indicating the date of request, date of acknowledgment, and the date and time service was extended;

(E) If specifically requested by the City:

1. The most recent annual report.
2. The number of Subscribers with Basic Service; and

(F) Such other reports with respect to its local operation as are necessary to monitor compliance with this Franchise.

7.12 Performance Evaluations. Upon written notification, the City may hold performance evaluation sessions no more than once every twelve months to ensure proper performance of the provisions of this Franchise.

7.12.1 All evaluation sessions shall be open to the public.

7.12.2 Topics which may be discussed at any evaluation session include, but are not limited to, Subscriber figures for each classification of service, construction issues, Cable Service rate structures, Franchise Fee payments, liquidated damages, free or discounted Cable Service, application of new technologies, Cable System performance, Cable Services currently provided and programming offered, future plans of Grantee for new services or programs, Subscriber Complaints, privacy, modifications to this Franchise, judicial and FCC rulings, line extension policies and the City's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

7.12.3 During evaluations under this Section 7.12, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

SECTION 8. Transfer or Renewal of Franchise

8.1 Franchise Transfer. Subject to Section 617 of the Cable Act, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person (hereinafter "Transfer of the Franchise") without the prior written consent of the City, which consent shall not be unreasonably withheld.

8.1.1 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of Control of Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working Control in whatever manner exercised. Every change, transfer or acquisition of Control of Grantee, except as noted in Section 8.1.7, shall make this Franchise subject to cancellation unless and until the City shall have consented thereto which consent shall not be unreasonably withheld.

8.1.2 The parties to the Transfer of the Franchise or change of Control shall make a written request to the City for its approval of the Transfer of the Franchise or change of Control and shall furnish all information required by law. In reviewing a request related to a Transfer of the Franchise or change in Control, the City may inquire into any matter reasonably related to the ability and willingness of the prospective transferee or controlling party to perform, in accordance with 47 CFR § 76.502.

8.1.3 In seeking the City's consent to any change in ownership or Control, the proposed transferee or controlling party shall indicate whether, as applicable, it:

(A) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law, or is currently under an indictment, investigation or complaint charging such acts;

(B) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;

(C) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System;

(D) Is financially solvent, by submitting financial data, including financial information as required by FCC Form 394; and

(E) Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining Term of the Franchise.

8.1.4 In reviewing a request for the Transfer of the Franchise or change of Control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said Transfer of the Franchise or change of Control upon such terms and conditions as it deems reasonably appropriate and as are consistent with federal law; provided, however, that any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.

8.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by law, such as a completed FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

8.1.6 Within sixty (60) days of Closing of any Transfer of the Franchise or change of Control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed(s), agreement(s), lease(s) or other written instrument(s) evidencing such Transfer of the Franchise or change of Control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a Transfer of the Franchise or change of

Control, the transferee or the new controlling entity shall upon request by the City file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

8.1.7 Notwithstanding anything to the contrary in this Section 8.1, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate; provided that the proposed assignee or transferee agree in writing to comply with all of the provisions of the Franchise, subject to applicable law. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise. In the event of a change in Control, the Grantee will continue to be bound by all provisions of the Franchise.

8.1.8 The consent or approval of the City to any Transfer of the Franchise or change in Control shall not constitute a waiver or release of any rights of the City.

8.2 Renewal of Franchise.

8.2.1 The City and Grantee agree that any proceedings undertaken relative to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

8.2.2 In addition to the procedures set forth in Section 626 of the Cable Act, the City shall notify Grantee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the current Franchise Term. The City further agrees that such assessments shall be provided to Grantee promptly so that Grantee has adequate time to submit a proposal under Section 626 of the Cable Act.

8.2.3 Notwithstanding anything to the contrary, Grantee and the City further agree that at any time during the Term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the City may grant a renewal thereof.

SECTION 9. Insurance and Indemnity

9.1 Insurance Requirements.

9.1.1 General Requirement. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

A. Commercial General Liability Insurance coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars (\$2,000,000) per occurrence.

B. Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) per occurrence.

C. Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

D. Umbrella/Excess Liability Insurance in the amount of three million dollars (\$3,000,000).

E. Workers' Compensation Insurance shall be maintained during the Term of this Franchise to comply with State law.

9.1.2 Additional Insured. The City shall be included as an additional insured under each of the insurance policies required in this Section except Workers' Compensation and Employer's Liability Insurance. Except for Workers' Compensation and Employer's Liability Insurance, all insurance policies required hereunder shall provide or be endorsed so that the City is covered as, and have the rights of, an additional insured with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System. Grantee shall provide to the City either (1) a true copy of an endorsement covering City as an Additional Insured for each insurance policy required in this Section and providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self insurance maintained by the Additional Insureds shall be in excess of Grantee's insurance and shall not contribute to it. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.1.3 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days written notice first provided to the City via mail, and ten (10) days notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this Franchise is satisfactorily completed and, in the case of Commercial General Liability Insurance, for at least one (1) year after expiration of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured.

9.1.4 Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Franchise. Each of the required insurance policies shall be with sureties qualified to do business in the State of Washington with an A- or better

rating for financial condition and financial performance by Best Key Rating Guide, Property/Casualty Edition.

9.2 Verification of Coverage. In addition to the other requirements of this Section, Grantee shall furnish the City with certificates of insurance reflecting at least the minimum coverage and policy limits required hereunder. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received by the City within forty-five (45) days of the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

9.3 Indemnification.

9.3.1 Indemnity. Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Notwithstanding the foregoing, Grantee shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct, concurrent negligence, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee in connection with EG Access or EAS.

9.3.2 Defense of Claims. With respect to Grantee's indemnity obligations set forth in this Section 9.3, Grantee shall provide the defense of any claims or actions brought against the City. Nothing herein shall be deemed to prevent the City from cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the City does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

9.3.3 Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay reasonable attorneys' fees and expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City

or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

9.3.4 Indemnification for Relocation. Subject to applicable law, Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

9.3.5 Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 9.3.

9.3.6 Indemnification of Grantee. To the extent permitted by law, the City shall indemnify, defend and hold harmless Grantee for claims arising out of the City's use of the EG Access Channels and/or the Emergency Alert System.

9.3.7 Grantee's Further Responsibilities. Grantee shall indemnify and hold harmless the City from any workers' compensation claims to which Grantee may become subject during the Term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

9.4 Security. Grantee shall provide a performance bond in the amount of fifteen thousand dollars (\$15,000.00) (the "Security") to ensure the faithful performance of its responsibilities under this Franchise and applicable law. Grantee may be required to obtain additional security, such as generally applicable construction bonds, in accordance with the City's permitting requirements. Grantee shall pay all premiums or costs associated with maintaining the Security, and shall keep the same in full force and effect at all times throughout the term of this Agreement. The form of the security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the City. If the Grantee posts a performance bond, it shall be substantially in the form of Exhibit C. Except as expressly provided herein or as otherwise specified in the City's construction permitting requirements, the Grantee shall not be required to obtain or maintain other security as a condition of being awarded the Franchise.

9.4.1 In the event the Security provide pursuant to this Franchise is not renewed, is cancelled, is terminated or is otherwise impaired, Grantee shall provide new security pursuant to this Section within sixty (60) days of notice.

9.4.2 Neither cancellation, nor termination nor refusal by surety to extend the bond, nor inability of Grantee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the City recoverable under the bond.

SECTION 10. System Description and System Facilities

10.1 **System Description.** Prior to the Effective Date of this Franchise, Grantee undertook a voluntary upgrade of its Cable System to a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture, with fiber optic cable deployed from its headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.

10.2 **Technological Improvements.** Throughout the Term of this Franchise, Grantee shall provide additional Cable System facilities and equipment, expand Cable System Channel capacity and otherwise upgrade or rebuild its Cable System as required to incorporate improvements in technology as necessary to reasonably meet the needs and interests of the community, in light of the cost thereof.

10.3 **Technical Requirement.** Grantee shall operate, maintain and construct the Cable System so as to continue the provision of high quality signals and reliable delivery of Cable Services. The Cable System shall meet or exceed any and all technical performance standards of the FCC as published in subpart K of 47 C.F.R. §76, the National Electrical Safety Code, the National Electrical Code and any other applicable federal law and the laws of the State of Washington as amended (the "Technical Requirements").

10.4 **Cable System Performance Testing.** Grantee shall perform all tests on its Cable System as required by the FCC (including at least one (1) test point located within the City) and shall maintain written records of its test results. Copies of such test results will be provided to the City upon request. Upon request, Grantee shall notify the City prior to any required technical proof of performance testing and, the City may witness such testing. If the Cable System fails to meet any portion of a proof of performance test, Grantee shall promptly take such measures as are necessary to correct any performance deficiencies identified as part of the technical testing. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and satisfactory results are obtained.

10.5 **Additional Tests.** Where there exists a pattern of poor technical performance or signal quality, the City may upon thirty (30) days prior written notice, require Grantee to conduct performance testing on other test points located within the City. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after such testing. This report shall include the following information:

10.5.1 The nature of the complaint or problem which precipitated the special tests;

10.5.2 The Cable System component tested;

10.5.3 The equipment used and procedures employed in testing;

10.5.4 The method, if any, in which such complaint or problem was resolved; and

10.5.5 Any other information pertinent to said tests and analysis which may be required.

10.6 Standby Power. Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that supply back-up power for at least two (2) hours duration throughout the distribution networks and four (4) hours duration at all nodes and hubs.

10.7 Emergency Alert System. The Grantee shall provide an operating Emergency Alert System in accordance with the provisions of State and federal laws, including FCC regulations.

SECTION 11. Educational and Governmental Access

11.1 Access Channels. Upon written request, Grantee shall provide one Governmental Access Channel for the City's use and one Educational Access Channel for the use of the local school district(s) throughout the Term of this Franchise. Such Channels shall be made available within one hundred twenty (120) days of the request, unless additional time is required to facilitate such change. Provided that the FCC does not declare effective competition, as defined in 47 U.S.C. §543 and 47 C.F.R. §76.905, the Access Channels shall be made available at no extra charge to Subscribers on Grantee's lowest tier of service.

11.2 Change in Cable System Technology. In the event Grantee makes any change in the Cable System technology, which affects the signal quality or transmission of any Access Channel programming, Grantee shall take all necessary technical steps to ensure the delivery of Access programming is not diminished or adversely affected.

11.3 Management and Control of Access Channels. Grantee does not have any editorial Control over the Access Channel programming. The City may authorize Designated Access Providers to Control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of the Access Channels. The City or its designee may formulate rules for the operation of the Access Channels. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Grantee shall cooperate with the City and Designated Access Providers in the use of the Cable System for the provision of Access Channels.

11.4 Underutilized Access Channels. Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include Grantee's use of underutilized Access Channels. If Grantee believes that any Access Channel is underutilized, it may file a request with the City to use that Access Channel. The City shall in its sole discretion render a decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the Access Channel may be used by Grantee, then Grantee may begin using such Channel ninety (90) days after receipt of the decision. If a Designated Access Provider wants to begin using the Channel and has adequate amounts of

programming to place on the Channel, then upon sixty (60) days written notice from the City, Grantee shall discontinue using the Access Channel.

11.5 Access Channel Location. Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall provide to the City a minimum of sixty (60) days notice, and use its best efforts to provide ninety (90) days notice, prior to any relocation of its Access Channels, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. In the event of Access Channel relocation, Grantee shall provide notice to Subscribers in the same manner as notice is provided for any other Channel relocation.

11.6 Support for Access Capital Costs. In an effort to meet the demonstrated community need for Access programming, Grantee shall collect from Subscribers and remit to the City an EG Fee that may be used for Access related capital expenditures, such as production equipment or a studio.

11.6.1 Upon forty-five (45) days written notice, Grantee shall commence collection of an EG Fee from Subscribers an amount no greater than twenty-five cents (\$.25) per Subscriber per month. That amount may be lowered or waived by the City at any time. Grantee shall remit the EG Fee at the same time as quarterly Franchise Fee payments.

11.6.2 Grantee shall not be responsible for paying the EG Fees with respect to gratis or Bad Debt accounts. The City can inquire as to the status of any such accounts, and Grantee agrees to meet with the City, upon request, to discuss such matters as necessary.

11.6.3 The City shall have the discretion to allocate the EG Fees in accordance with applicable law, and shall submit a summary of capital expenditures from the EG Fees to Grantee within sixty (60) days of the end of each calendar year. The summary shall include financial information showing all EG Fees received, EG expenses used for EG Access purposes and the ending balance.

11.6.4 To the extent the City makes Access capital investments using City funds prior to receiving the EG Fees, the City is entitled to apply the EG Fee payments from Grantee toward such City capital investments necessary for the programming of its Access Channels. The City and Grantee agree that any EG Fees shall be referred to on Subscribers' bills as an "EG Fee," or language substantially similar thereto.

11.6.5 The EG Fees provided for in this Section shall not be offset or credited against any Franchise Fee payments.

11.7 Return Connectivity.

11.7.1 Prior to the commencement of this Franchise, Grantee constructed a fiber optic return line from the City's EG origination site to its headend. Upon written request of the City, Grantee may construct and maintain additional EG origination sites at other locations within the Franchise Area, for the purpose of delivering Access programming. All costs for fiber optic connectivity to additional EG origination sites shall be paid by the City in advance of

construction. All requests for construction of additional EG origination sites must be made one year prior to when construction would occur. Grantee may require that a reasonable deposit of the estimated project cost be paid in advance.

11.7.2 Upon completion of the requested work by the City and upon submission by Grantee of a proper invoice for payment of the cost incurred, City shall pay Grantee within thirty (30) days of receipt. All work shall be performed in a cost-effective manner to minimize the costs to the City.

11.8 Interconnection. Grantee shall within six (6) months of written notice from the City interconnect the Access Channels of the Cable System with any other geographically adjacent Cable System not owned or operated by Grantee upon the directive of the City and approval of the Grantee and owner of the other Cable System. Interconnections shall be located at the City's EG origination site or at another location mutually agreed upon by City and Grantee.

SECTION 12. Enforcement of Franchise

12.1 Notice of Violation or Default. In the event the City believes that Grantee has not complied with a term or provision of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem within a reasonable time frame, the City shall then notify Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice").

12.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from the receipt of the City's Noncompliance Notice: (A) to respond to the City, contesting the assertion of the alleged noncompliance or default; (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

12.3 Public Hearing. In the event Grantee fails to respond to the City's Noncompliance Notice or that the alleged default is not remedied within thirty (30) days or the date projected by Grantee (provided such projection is also acceptable to the City), the City may schedule a public hearing to investigate the alleged default. Such public hearing may be held no less than thirty (30) business days therefrom. The City shall notify Grantee in writing of the time and place of such hearing and provide Grantee with a reasonable opportunity to be heard, to present evidence in its defense, and to question witnesses.

12.4 Options Following Public Hearing. If, after the hearing, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within such reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

12.4.1 Pursue the revocation of this Franchise pursuant to the procedures in Section 14 in the event of a material breach of this Franchise; or

12.4.2 Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

SECTION 13. Liquidated Damages

13.1 **Liquidated Damages.** The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City, the sums set forth below for each day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

13.1.1 Subject to the provision of written notice to Grantee and a thirty (30) day right to cure period, the City may assess against Grantee liquidated damages as follows: one hundred dollars (\$100.00) per day for failure to provide the Access Channel(s); one hundred fifty dollars (\$150.00) per day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per day for failure to provide reports or notices as required by this Franchise; and up to two hundred dollars (\$200.00) per day for any other material breaches of the Franchise.

13.1.2 The City shall provide Grantee a reasonable extension of the thirty (30) day right to cure period described in Section 13.1.1 if Grantee has commenced work on curing the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

13.1.3 Liquidated damages may be assessed for no more than seventy-five (75) calendar days for any individual incident.

13.1.4 In the event Grantee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies Grantee that there has been a violation.

13.2 **Recovery of Amounts.** The recovery of amounts under Section 9.4 and 13.1.1 shall not be construed as a limit on the liability of Grantee under the Franchise or an excuse of unfaithful performance of any obligation of Grantee. Similarly, the imposition of liquidated damages are not intended to be punitive, but rather, for the City's cost recovery purposes.

SECTION 14. Termination of Franchise

14.1 **Revocation.** This Franchise may be revoked and all rights and privileges rescinded if:

14.1.1 There is an uncured violation of any material obligation under this Franchise;

14.1.2 Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

14.1.3 Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;

14.1.4 There is a foreclosure or involuntary sale of the Cable System;

14.1.5 Grantee willfully fails to provide services as specified in this Franchise;

14.1.6 Grantee becomes insolvent or if there is an assignment for the benefit of Grantee's creditors; or

14.1.7 There is a pattern or practice of material violation of any requirement of this Franchise.

14.2 Grantee Without Fault. Notwithstanding Section 14.1, none of the foregoing shall constitute a material violation or breach if Grantee is without fault or if the violation or breach occurs as a result of circumstances beyond Grantee's reasonable Control. Grantee shall bear the burden of proof in establishing the existence of such circumstances.

14.3 Revocation Notice. Should the City seek to revoke this Franchise after following the procedures set forth in this Section 14, the City shall give written notice to Grantee of such intent to revoke this Franchise. This notice of intent to revoke ("Revocation Notice") is in addition to the Noncompliance Notice pursuant to Section 12.1. The Revocation Notice shall set forth the specific nature of the noncompliance. Grantee shall have thirty (30) days from receipt of such Revocation Notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek revocation of the Franchise at a second Public Hearing (the "Revocation Hearing"). The City shall cause to be served upon Grantee at least thirty (30) days prior to the Revocation Hearing a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

14.4 Revocation Hearing. At the Revocation Hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of Persons as permitted by law, and to question and/or cross examine witnesses. The public hearing shall be on the record and a written transcript shall be made available to Grantee within ten (10) business days.

14.5 Findings and Conclusions. Following the Revocation Hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the City shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event or default has been cured or will be cured by Grantee. The City shall also determine whether to revoke the Franchise based on the information presented or, where applicable, grant additional time to Grantee to effect any cure. If the City determines that the Franchise shall be revoked, the City shall promptly provide

Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the City to an appropriate court, which shall have the power to review the decision of the City "de novo". Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) days of Grantee's receipt of the determination of the City.

14.6 Enforcement in Lieu of Revocation. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

14.7 Technical Violation. The City agrees that it is not its intention to subject Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

14.7.1 Instances or matters where a violation or a breach of the Franchise by Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or on the City; or

14.7.2 Where there existed circumstances reasonably beyond the Control of Grantee and which precipitated a violation by Grantee of the Franchise, or which were deemed to have prevented Grantee from complying with a term or condition of the Franchise.

SECTION 15. Miscellaneous Provisions

15.1 Authority and Changes in the Law. The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City. Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the Effective Date of this Franchise. Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

15.2 Actions of Parties. In any action by the City or Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

15.3 Amendments. Amendments to this Franchise shall be mutually agreed upon, in writing by the parties.

15.4 Incidental Costs. Upon written request by the City, Grantee shall pay City the reasonable incidental costs of processing the Franchise, which amount shall be determined and agreed upon prior to adoption of this Franchise. The City shall memorialize the amount of incidental costs by notifying Grantee of the same, which notification shall become a part of this

Franchise. The City may use the incidental costs for any lawful purpose. Grantee may recover this amount in accordance with federal law.

15.5 Attorneys' Fees. If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), the substantially prevailing party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith along with such other relief that the court deems proper.

15.6 Binding Acceptance. This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

15.7 Captions. The captions and headings of Sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

15.8 Costs to be Borne by Grantee. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise.

15.9 Cumulative Rights. Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

15.10 Entire Franchise. This Franchise, including the Exhibit, embodies the entire understanding and agreement of the City and Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

15.11 Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Grantee's ability to anticipate or Control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

15.12 Governing Law. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington as amended, federal law including the

Cable Act as amended, any applicable rules, regulations and orders of the FCC as amended and applicable local laws now existing or hereafter amended or adopted.

15.13 Equal Employment Opportunity. Grantee shall comply with all applicable federal and State laws affording nondiscrimination in employment to all individuals regardless of their race, color, religion, age, sex, national origin, sexual orientation or physical disability.

15.14 Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument in writing, duly executed by the City and Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, ordinance or order by the City, as required by applicable law.

15.15 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

15.16 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class, registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
18120 68th Ave. N.E.
Kenmore, WA 98028

To the Grantee:

Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc.
PO BOX 97007
Redmond, WA 98073-9707

with a copy to:

Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc.
15815 25th Ave. W.
Lynnwood, WA 98087
Attn: Government Affairs Dept.

15.17 No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

15.18 Reservation of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee or City may have under Federal or State law unless such waiver is expressly stated herein.

15.19 Preemption. In the event that federal or State law preempts a provision or limits the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent required by law. In the event such federal or State law is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Grantee.

15.20 Recitals. The recitals set forth in this Franchise are incorporated into the body of this Franchise as if they had been originally set forth herein.

15.21 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

15.22 Venue. The venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or the King County Superior Court.

15.23 Waiver. The failure of either party at any time to require performance by the other of any provision hereof shall in no way be a waiver thereof unless specifically waived in writing. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.24 Independent Review. The City and Grantee each acknowledge that they have had opportunity to receive independent legal advice in entering into this Franchise and that both the City and Grantee understand and fully agree to each and every provision of this Franchise.

IN WITNESS WHEREOF, this Franchise has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth above:

City:

By: _____

Name: _____

Title: _____

COMCAST _____

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney

Attest:

City Clerk

EXHIBITS

Exhibit A: Customer Service Standards

Exhibit B: Municipal Buildings and Schools to be Provided Free Cable Service

Exhibit C: Performance Bond

EXHIBIT A

CUSTOMER SERVICE STANDARDS

Section 1. POLICY

- A. The Grantee shall be permitted to resolve citizen Complaints prior to action or involvement by the LFA.
- B. If a Complaint is not resolved by the Grantee to the citizen's satisfaction, the LFA may intervene. In addition, where a pattern of, or unremedied, noncompliance with the Customer Service Standards ("Standards") is identified, the LFA may choose to follow the procedures contained in these Standards. If the noncompliance is not addressed to the satisfaction of the LFA, monetary or other sanctions may be imposed to encourage compliance.
- C. These Standards are intended to be of general application; however, the Grantee shall be relieved of any obligations hereunder if it is unable to perform due to circumstances beyond its reasonable control, as described in Subsection 14.11 of the Franchise. The Grantee shall seek to render efficient service and to make repairs promptly. In addition, the Grantee may, and is encouraged, to exceed these Standards for the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

Section 2. DEFINITIONS

When used in these Standards, the following words, phrases, and terms shall have the meanings given below.

"Complaint" shall mean an initial or repeated Customer expression of dissatisfaction, whether written or oral, that is referred beyond a Customer Service Representative at the Call Center, or to the Grantee's system office or regional office or corporate headquarters, or to the LFA for resolution. This does not include routine inquiries and service requests.

"Customer" shall mean any person who lawfully receives Cable Service from the Grantee.

"Customer Service Representative" or "CSR" shall mean any person employed by the Grantee to assist, or provide service to Customers, whether by answering telephone calls, answering Customers' questions, or performing other customer service related tasks.

"Grantee" shall mean Comcast of WA IV, Inc. and Comcast of CA/CO/WA I, Inc.

"LFA" shall mean the City of Kenmore, Washington.

"Normal Business Hours" shall mean those hours during which most similar businesses in the LFA are open to serve Customers. In all cases, "Normal Business Hours" must include

some evening hours, with Customer Service Representatives available, at least one night per week and some weekend hours.

"Normal Operating Conditions" shall mean those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

"Service Interruption" shall mean the loss of picture or sound on one or more cable channels.

Section 3. COURTESY

All employees of the Grantee shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with Customers.

Section 4. ACCESSIBILITY

- A. The Grantee is encouraged to provide customer service centers. If provided, customer service shall be available at a service center or centers at least nine consecutive hours on Monday through Friday, ending no earlier than 6:00 p.m., and at least four consecutive hours on Saturdays, ending no earlier than 1:00 p.m. The service center(s) shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the service center(s): bill payment, equipment return (at designated locations), processing of change of service requests, and response to other Customer inquiries and requests. The Grantee shall post a sign at the service center(s) advising Customers of its hours of operation and of the addresses and telephone numbers at which to contact the LFA and the Grantee if the service center is not open at the times posted. The Grantee shall also make available its web site and e-mail address to its Customers. The Grantee shall also provide free exchanges of faulty converters at the Customer's address at a convenient time that is mutually agreed upon.
- B. The Grantee shall maintain local telephone access lines or a toll free telephone number that shall be available 24 hours a day, seven days a week for service/repair requests and billing inquiries.
- C. The Grantee shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.
- D. Trained Customer Service Representatives will be available to respond to Customer telephone inquiries during Normal Business Hours. Under Normal Operating Conditions, telephone answer time shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating

Conditions, the Grantee shall maintain adequate telephone line capacity to ensure that telephone calls are answered as provided in these Standards.

- E. After Normal Business Hours, the telephone lines may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Customer Service Representative on the next business day.
- F. Under Normal Operating Conditions, the total number of calls receiving busy signals shall not exceed three percent (3%) of the total telephone calls. This standard shall be met ninety percent (90%) or more of the time measured quarterly.
- G. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with any of the telephone answering standards above unless and until the LFA requests such actions based on a historical record of Customer inquiries or Complaints indicating a clear failure to comply.

Section 5. **RESPONSIVENESS**

A. Residential Installation

- 1. Under Normal Operating Conditions, Grantee shall complete all standard residential installations requested by Customers within seven (7) business days after the order is placed. This standard shall be measured on a quarterly basis and must be met ninety-five percent (95%) of the time. "Standard" residential installations are those located within one hundred twenty-five (125) aerial feet or sixty (60) trench feet if underground, from the existing distribution system. If the Customer requests a nonstandard residential installation, or the Grantee determines that a nonstandard residential installation is required, the Grantee shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.
- 2. Absent unusual circumstances, all underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches (12"), and within a reasonable period of time from the initial installation, or at a time mutually agreed upon between the Grantee and the Customer. In all instances, the Grantee must comply with the State's One Call requirements.

B. Service Appointments

- 1. Customers requesting installation of Cable Service or service to an existing installation may choose a four-hour block of time for the service appointment between 8:00 a.m. and 6:00 p.m. or another block of time mutually agreed upon by the Customer and the Grantee. The Grantee may not cancel an appointment with a Customer after 5:00 p.m. on the day before the scheduled appointment, except for appointments scheduled within twelve (12) hours after the initial call.

2. If the Grantee's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Grantee or the Grantee's representative shall contact the Customer. The appointment shall be rescheduled as necessary at a time that is convenient for the Customer.
3. The Grantee shall be deemed to have responded to a request for service under the provisions of this section, when a technician arrives within the agreed upon time to initiate the work specified in the work order. If the Customer is absent when the technician arrives, the technician shall leave written notification of timely arrival.

C. Outages and Service Interruptions

1. Except in times of emergency, if there is a system outage (loss of reception on all channels) resulting from Grantee equipment failure affecting five (5) or more Customers, the Grantee shall respond in accordance with its outage response procedures, and in no event more than two (2) hours after the third (3rd) Customer call is received and shall remedy the problem as quickly as possible.
2. Under Normal Operating Conditions, the Grantee shall use its best efforts to correct service interruptions resulting from Grantee's equipment failure by the end of the next calendar day, but in no event longer than forty-eight (48) hours and Customers will not be charged for such service calls.
3. In the event of a service disruption through Grantee's error, service shall be restored at the earliest time possible and Customers will not be charged for such service calls.
4. The Grantee shall keep an accurate and comprehensive file of any and all Complaints regarding the Cable System or its operation of the Cable System, in a manner consistent with the privacy rights of Customers, and the Grantee's actions in response to those Complaints. Upon request, Grantee shall provide the LFA an executive summary of all Customer Complaints received within the past twelve (12) months.
5. Absent unusual circumstances, the Grantee shall use its best efforts to initiate repairs on all outages and service interruptions for any cause beyond the control of the Grantee within thirty-six (36) hours, after the conditions beyond its control have subsided but not later than forty-eight (48) hours.

D. TV Reception

1. The Cable Service signal quality provided by the Grantee shall meet or exceed technical standards established by the Federal Communications Commission ("FCC"). The Grantee shall interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

2. If a Customer experiences poor signal quality (whether it relates to a visual or audio problem) which is attributable to the Grantee's equipment, the Grantee shall respond and repair the problem no later than the day following the Customer call, provided that the Customer is available and the repair can be made within the allotted time. If an appointment is necessary, the Customer may choose a block of time, as described in Subsection B.1 of this Section.

E. Problem Resolution

A Customer Service Representative shall have the authority to provide credit, waive fees, schedule service appointments and change billing cycles, where appropriate. Any difficulties that cannot be resolved by the Customer Service Representative shall be referred to the appropriate supervisor who shall contact the Customer within twenty-four (24) hours and resolve the problem within forty-eight (48) hours or within such other timeframe as is acceptable to the Customer and the Grantee.

F. Billing, Credits, and Refunds

1. Grantee shall provide a clear and concise bill every month and shall allow at least a reasonable number of days from the beginning date of the applicable service period for payment of a Customer's bill for that period.
2. The Grantee shall issue refund checks promptly but no later than either the Customer's next billing cycle following resolution of the request or within thirty (30) days, whichever is earlier, or the return of the equipment supplied by the Grantee if service is terminated. Credits for service will be issued no later than the Customer's next billing cycle following the determination that a credit is warranted.
3. Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for service calls to a Customer's premises to perform any repair or maintenance work related to Grantee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Customer (including, but not limited to a situation in which the Customer reconnects Grantee's equipment incorrectly or installs Customer provided equipment) or by the failure of the Customer to take reasonable precautions to protect Grantee's equipment (for example, a dog chew).
4. Upon request, Grantee shall provide the LFA with a rate card with all applicable rates and charges related to Cable Service. In addition, Grantee shall provide the LFA, upon request, a copy of any billing insert related to rates or customer service, provided it is not promotional material.

G. Notice/Work

1. Except in the case of an emergency involving public safety or service interruption to a large number of Customers, the Grantee shall give reasonable notice to property owners or legal tenants prior to entering private premises. The notice shall specify the type of work to be performed. In the case of an emergency,

however, the Grantee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Nothing herein shall be construed as authorizing access or entry to private property. Any work on private property shall be conducted in accordance with an agreement between the Grantee and the property owner. If damage is caused by any Grantee activity, the Grantee shall replace or repair the damaged property to as good a condition as before the Grantee's activity commenced. Adjacent or affected property owners shall be notified by mail or door hanger at least one week in advance of the installation of pedestals or other major construction or installation projects in the Rights-of-Way or on private property.

Section 6. SERVICES FOR CUSTOMERS WITH DISABILITIES

- A. For any Customer with a disability, the Grantee shall, at no charge, deliver and pick up converters at the Customer's home. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Grantee.
- B. The Grantee shall make available TDD/TTY service with trained operators, who can provide every type of assistance rendered by the Customer Service Representatives, for any hearing-impaired Customer at no charge.
- C. The Grantee shall provide free use of a remote control unit to mobility-impaired Customers (if disabled, in accordance with Subsection D of this Section).
- D. Any Customer with a disability may request the remote control unit described above by providing the Grantee with a letter from the Customer's physician stating the need, or by making the request to the Grantee's installer or service technician, where the need for the special service can be visually confirmed.

Section 7. CUSTOMER INFORMATION

- A. Upon installation and at any time thereafter, the Customer may request, or upon its own initiative, the Grantee shall provide the following information in a legible written form:
 - 1. Products and services offered by the Grantee, including its channel lineup;
 - 2. The Grantee's complete range of service options and the prices for these services;
 - 3. Instruction on the use of cable TV service and standard DVD/VCR hookups;
 - 4. The Grantee's billing, collection and disconnection policies;
 - 5. Customer privacy requirements;
 - 6. All applicable Complaint procedures, including Complaint forms, and the telephone numbers and mailing addresses of the Grantee and the FCC, as well as the contact information for the LFA;

7. Use and availability of parental control/lock out devices;
 8. Special services for Customers with disabilities; and
 9. Days, times of operation, and location of the service center(s).
- B. Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to Customers a minimum of thirty (30) days in advance of such change(s) if the change is within the control of the Grantee. The Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment or charge of any kind imposed by any federal agency, State or the LFA.
 - C. All officers, agents, and employees of the Grantee or its contractors or subcontractors who are in personal contact with Customers shall wear on their outer clothing identification cards bearing their name and photograph. The Grantee shall account for all identification cards at all times. Every vehicle of the Grantee shall be visually identified to the public as working for the Grantee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor or subcontractor, and shall be further identified as contracting or subcontracting for the Grantee. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public.
 - D. If possible, each CSR, technician or employee of the Grantee shall notify customers of the estimated cost of the service, repair, or installation prior to delivery of the service or before any work is performed.

Section 8. CUSTOMER PRIVACY

- A. The Grantee shall not monitor cable television signals to determine the individual viewing patterns or practices of any Customer without prior written consent from that Customer, except as needed to maintain system integrity or for other lawful purposes.
- B. The Grantee shall not sell or otherwise make available Customer lists or other personally identifiable information without the prior written consent of the Customer, except as otherwise permitted by law. The Grantee is permitted to disclose such information if necessary to render, or conduct, a legitimate business activity related to a Cable Service provided by the Grantee to its Customers.

Section 9. SAFETY

The Grantee shall install and locate its facilities, cable system, and equipment in compliance with all federal, state and local safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Grantee receives notice that an unsafe condition exists with respect to its equipment, the Grantee shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

Section 10. SATISFACTION GUARANTEED

The Grantee currently offers a Customer satisfaction guarantee to every Customer who requests installation of Cable Service or who adds any additional programming service to the Customer's cable subscription.

Section 11. COMPLAINTS TO THE GRANTEE

- A. The Grantee shall establish written procedures for receiving, acting upon, and resolving Complaints without intervention by the LFA (except where necessary) and shall publicize such procedures through printed documents at the Grantee's sole expense.
- B. Said written procedures shall describe a simple process by which any Customer may submit a Complaint by telephone or in writing to the Grantee regarding a disputed matter, or an alleged violation of any provision of these Standards or any terms or conditions of the Customer's contract with the Grantee, or reasonable business practices.
- C. Within a reasonable period of time after receiving a Complaint, the Grantee shall notify the Customer of the results of its investigation and its proposed action or credit.
- D. Upon request, Grantee's Complaint procedures shall be provided to the LFA.

Section 12. VERIFICATION OF COMPLIANCE

The Grantee shall establish its compliance with all of the Standards required through annual reports that demonstrate said compliance, or as requested by the LFA.

Section 13. OVERALL QUALITY OF SERVICE

The LFA may evaluate the overall quality of Customer service provided by the Grantee to Customers:

- A. In conjunction with any performance review provided for in the Franchise; or
- B. At any other time, in its sole discretion, based on the number of Complaints received by the Grantee or the LFA, and the Grantee's response to those Complaints.

Section 14. PROCEDURES FOR REMEDYING VIOLATIONS

If the LFA has reason to believe that the Grantee has failed to comply with any of these Standards, or has failed to perform in a timely manner, or if similar Complaints repetitively arise, the LFA may require in writing that the Grantee remedy the alleged noncompliance as outlined in Section 12 of the Franchise. If the alleged noncompliance is denied or not remedied to the satisfaction of the LFA, the LFA may opt to follow the liquidated damages procedures, revocation procedures or seek other remedies set forth in the Franchise, or pursue any other remedies at law or in equity.

Section 15. SEVERABILITY

Should any section, subsection, paragraph, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, or provision of these Standards, all of which shall remain in full force and effect.

Section 16. NON-WAIVER

Failure of the LFA to enforce any provision(s) of these Standards shall not operate as a waiver of the provision(s) or of the Standards.

EXHIBIT B

MUNICIPAL BUILDINGS AND PUBLIC SCHOOLS TO BE PROVIDED FREE CABLE SERVICE

Kenmore City Hall:*	18120 68 th Avenue NE
Northshore Fire District Headquarter Station #51:	7220 NE 181 st Street
King County Library System Kenmore Library:	6531 NE 181 st Street
Northshore Utility District Headquarters:	6830 NE 185 th Street
Northshore Fire Station #54**	15036 70 th Avenue NE
Inglemoor High School:	15500 Simonds Road NE
Kenmore Junior High School:	20323 66 th Avenue NE
Arrowhead Elementary School:	6725 NE Arrowhead Drive
Kenmore Elementary School:	19121 71 st Avenue NE
Moorlands Elementary School:	15115 84 th Avenue NE
King County Police Precinct**	18118 73 rd Avenue NE

* For this location only, the Franchisee has provided up to 3 outlets at no additional charge to the City.

** If occupied by a government agency

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. for Banner Installation and Maintenance Services.			April 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Works	Jennifer Gordon	Jennifer Gordon	425-398-8900
COST OF PROPOSAL: Contract for Initial Installation of 61 Banners Not to Exceed \$27,000 Maintenance costs will depend on banner program desired by Council (number of banner sets, number of banner change outs). Each banner exchange could cost up to \$15,000.		ACCOUNT NUMBER: 10.00.7113 Wayfinding & Banners (Capital) 10.00. 5475 Services – Right of Way (Maintenance)	
AMOUNT BUDGETED: 2011-2012 Budget includes \$47,000 for implementation of wayfinding signage, fabrication and maintenance of banners. The Capital Improvement Plan includes \$20,000 annually for additional wayfinding signage and banners for 2013-2016.		NAME AND FUND #: Street Fund 10	
ATTACHMENT(S) TO AGENDA PACKET ITEM: Contract No. 12-C1019 with Rainier Industries, Ltd. for Banner Installation and Maintenance Services.			
SUMMARY STATEMENT: The Economic Development Strategy, adopted in 2009, included street wayfinding and banners as an early implementation action and a method to promote Kenmore’s image. The City contracted with Sussman/Prejza and Company, Inc. in 2010 to design wayfinding signage and banners. The final designs were presented and approved by Council on July 18, 2011. Request for Proposals for banner fabrication were advertised in October 2011 and fabrication was awarded to AAA Flag in January 2012. 69 banners are being fabricated and the cost is expected to be approximately \$10,000. Bracket hardware for the banners is expected to cost no more than \$10,000. Of the total project budget of \$47,000 for 2011-2012, \$27,000 is available for initial installation of the banners. A Request for Proposal for banner installation and maintenance was advertised in January 2012. Two proposals were received and, based on City review and evaluation, it is recommended that the contract be awarded to Rainier Industries Ltd. Based on the rate schedule submitted by the vendor, removal of the existing banner arms would cost \$7,050 (30 poles @\$235), initial bracket and			

VIIIB.

Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. For Banner

banner installation would cost \$17,555 (5 double banner poles at \$400 and 51 single banner poles at \$305). Eight banners would be stored at a cost of \$80.00. The contract would be for the initial installation in 2012 (\$24,685), and include \$2,315 for on call maintenance at \$95 an hour, for a total cost of \$27,000.

Banner installation would be scheduled for Spring 2012. Future ongoing rotation, maintenance, and repair will need to be addressed in the 2013-2014 biennial budget. It is estimated that each banner exchange could cost up to \$15,000 based on rates included in this contract. Staff will continue to explore other options for future banner rotation and maintenance such as bucket truck rental from other agencies and use of city contracted maintenance crews.

Although the adopted Capital Improvement Plan included \$20,000 annually, for 2013-2016, for additional wayfinding signage or banners, there are no budgeted funds remaining in the adopted 2011-2012 budget. A budget amendment would be required if the City Council desires to proceed with fabrication and installation of wayfinding signage.

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

The Council adopted the Economic Development Strategy in June 2009. The Council authorized the City Manager to execute Contract No. 10-C891 with Sussman/Prejza and Company, Inc. for an amount not to exceed \$73,000 on September 13, 2010. The Council gave direction to the Administration to proceed with the design for banners on the completed SR-522 project segments on January 11, 2010. The Council approved the 2011-2016 Capital Improvement Plan in April 2011 which includes wayfinding signage and banner project design and implementation (Project T-26). . Council approved the final design for the wayfinding signage and banner project on July 19, 2011.

RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:

Authorize City Manager to Execute Contract No. 12-C1019 with Rainier Industries, Ltd. for Banner Installation and Maintenance Services.

REVIEWED BY FINANCE DIRECTOR: 	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER: 
TODAY'S DATE: 3/13/2012	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK): i:\city clerk\agenda items\public works\2012 council meetings\04.09.12\ab contract no. 12-c1019 ranier industries banner installation word.doc

City of Kenmore, Washington
CONTRACT FOR SERVICES
Banner Installation and Maintenance

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Rainier Industries Ltd., located at 18375 Olympic Avenue South, Seattle, Washington, 98188("Contractor").

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

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

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

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

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

The City shall pay Contractor:
[Check applicable method of payment]

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

X A sum not to exceed \$27,000.

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1, 2012 and ending December 31, 2012 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification.

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

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

7. Insurance.

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

A. Minimum Scope of Insurance.

Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be

named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

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

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions.

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

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

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

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

Contract No. 12-C1019

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

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

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

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

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

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

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

Jennifer Gordon
Public Works Operations Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

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

Tim Jacobs
Rainier Industries Ltd.
18375 Olympic Avenue South
Seattle, Washington 98188

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this

Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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

CITY OF KENMORE, WASHINGTON

CONTRACTOR

By: _____

By: _____

Nancy Ousley, Acting City Manager

Title: _____

Date: _____

Date: _____

ATTEST AS TO FORM:

Lynn Suskin, City Clerk

Exhibit A
Scope of Work

The general scope of work is to include the installation of banner bracket hardware, replacement, removal, cleaning, and storage of light pole banners. The contractor will be responsible to provide all equipment needed to complete work, including, but not limited to a bucket truck. The contractor will also be responsible for any traffic control plans needed while performing such work, to be approved by the City of Kenmore and Washington State Department of Transportation.

Damage to banners, brackets, light poles, or other City property, by the contractor, during installation, removal or maintenance shall be the responsibility of the contractor.

The banner master plan concept is to be implemented in a phased approach over the next four years. The initial phase is a custom design concept with the intent to purchase additional banners for seasonal change outs as funds are available to do so.

Custom Banner Fabrication The fabrication of banner will be completed under a separate contract (proposal includes the installation of 61 banners with an additional 8 banners to be stored).

Banner material will be vinyl, 13oz., white opaque digitally printed on two banners that will be sewn together. The banner size will be 96"x30". Banners will have pockets at top and bottom; pockets shall be reinforced with a poly/nylon "webbing loop" to avoid tearing.

Banner Brackets

The City will provide all bracket hardware to be installed by the contractor (the bracket hardware will be the Titan Banner Bracket or the Banner Saver Banner Bracket).

Initial Banner Bracket and Banner Installation

Remove existing banner arms from 30 luminaire poles and deposit with City (not all of the luminaire poles have existing banner arms). Install 56 banner brackets on luminaire poles, 56 poles with two brackets and single arms, 5 poles with two brackets and two arms per bracket. Install fabricated banners on 61 luminaire poles. The City of Kenmore will provide a specific layout showing exactly which banners are to be placed in which locations. Provide all equipment, hardware, tools, materials and labor for installation including bucket truck. Prepare and implement appropriate traffic control plan to be reviewed by WSDOT and City of Kenmore. Banner installation shall be completed between the hours of 9:00 AM and 3:00 PM (non-peak traffic hours) Monday through Friday.

Seasonal Banner Change Out

Remove installed banners and replace with Seasonal Banners. Provide all equipment, tools, materials and labor for installation including bucket truck. Prepare and implement appropriate traffic control plan to be reviewed by WSDOT and City of Kenmore.

Banner Removal

Remove installed banners, typically 61 at a time. Report damaged banners to City. Provide all equipment, tools, materials and labor for installation including bucket truck. Prepare and implement appropriate traffic control plan to be reviewed by WSDOT and City of Kenmore.

Banner Cleaning

Clean banners when removed or requested by the City. Damage from cleaning shall be the responsibility of the contractor.

Banner Storage

Provide storage for banners that will be safe and avoid damage. Damage from storage shall be the responsibility of the contractor.

On Call Maintenance (For emergency call out type work, not routine maintenance)

At City's request within 4 hours when service is requested between 8 AM and 5PM and between 8AM and 12 PM if service is requested between 5 PM and 8 AM. Maintenance activities could include but not be limited to removing banner, tightening banner fastening system to banner bracket, removing and replacing damaged banner brackets.

Authorization of Work

All work shall performed by request of the Public Works Operations Manager via Task Order by email.

The Contractor shall keep records of the following to be included with invoices:

1. Operator
2. Vehicle/Equipment Used
3. Date
4. Start time, End time
5. Work Completed

City Contact/Project Manager

Jennifer Gordon, Public Works Operations Manager
jgordon@kenmorewa.gov
18120 68th Avenue Northeast
PO Box 82607
Kenmore, WA 98028
(425) 984-6160
(206) 255-2527

Exhibit B
Rate Schedule

Unit prices provided by the Contractor in the proposal for work shall be the basis of payment for any successive renewal periods unless mutually agreed upon prior to execution of renewal. The unit cost for bid items shall be full payment for all costs incurred to obtain, provide, and if included install the bid item. .

Bid Item	Unit Cost
Removal of existing banner arms, to be returned to the City; to include all needed equipment (bucket truck, traffic control, etc. to perform task)	\$235.00 Per Pole
Initial bracket and banner installation to include all needed equipment (bucket truck, traffic control, etc. to perform task)	\$305.00 Per Pole for Single Banner \$400.00 Per Pole for Double Banner
Seasonal Banner change out; to include all equipment (bucket truck, traffic control, etc. to perform task)	\$245.00 Per Banner
Banner Removal; to include all equipment (bucket truck, etc and traffic control as needed).	\$235.00 Per Banner
Banner Cleaning (annual or seasonal)	\$20.00 Per Banner
Banner Storage	\$10.00 Annual Cost Per Banner
On Call Maintenance (including all equipment needed to perform tasks, will typically require a bucket truck and traffic control)	\$95.00 Per Man Hour

Contract No. 12-C1019

EXHIBIT C

City of Kenmore

Billing invoices shall include the following information:

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900
fax (425) 481-3236

1. Invoice Number
2. Date of Invoice
3. Company Name
4. Company Contact Name
5. Company Address
6. Telephone Number
7. Billing Period
8. Amount Requested this invoice
9. Attached itemized description of services

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

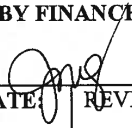
Business Name: _____

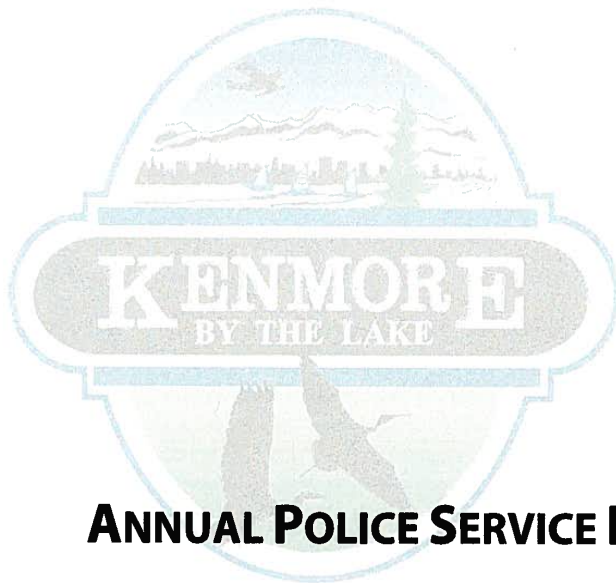
Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

CITY OF KENMORE, WASHINGTON			
AGENDA BILL SUMMARY			
AGENDA TITLE			MEETING DATE
2011 Annual Police Crime Statistics Report			April 9, 2012
DEPARTMENT	DIRECTOR	CONTACT PERSON	PHONE
Public Safety	Chief Sether	Chief Sether	425-398-8900
COST OF PROPOSAL: N/A		ACCOUNT NUMBER: N/A	
AMOUNT BUDGETED: N/A		NAME AND FUND #: N/A	
ATTACHMENT(S) TO AGENDA PACKET ITEM:			
2011 Police Crime Statistics Report			
SUMMARY STATEMENT:			
Chief Sether will present the 2011 Annual Police Crime Statistics Report			
CONSISTENT WITH OR COMPARISON TO PAST COUNCIL POLICIES, ORDINANCES, DIRECTION:			
Consistent with Past Practice			
RECOMMENDED CITY COUNCIL ACTION/SUGGESTED MOTION:			
Accept 2011 Police Crime Statistics Report			
REVIEWED BY FINANCE DIRECTOR:	REVIEWED BY CITY ATTORNEY:	APPROVED BY CITY MANAGER:	
			
TODAY'S DATE:	REVISION DATE(S):	FILE NAME & PATH (HYPERLINK):	
March 28, 2012		i:\city clerk\agenda items\police chief\2012 council meetings\april 9, 2012\ab 2011 police crime statistics report.docx	



CITY OF KENMORE
ANNUAL POLICE SERVICE HIGHLIGHTS & DATA
2011

Provided for the Residents by:

POLICE CHIEF CLIFF SETHER, CITY OF KENMORE POLICE DEPARTMENT
18120 68th Ave NE
Kenmore, WA 98028
Phone: (206) 295-7656

City of Kenmore Administration

MAYOR	David Baker
DEPUTY MAYOR	Bob Hensel
COUNCIL MEMBERS	Milton Curtis Laurie Sperry Brent Smith Glenn Rogers Allan Van Ness
CITY MANAGER	Acting Nancy Ousley
CHIEF OF POLICE	Chief Cliff Sether



From Your Police Chief

March 2012

Dear Residents of Kenmore:

The men and women of the Kenmore Police Department are committed to providing high quality, professional law enforcement services to the citizens of Kenmore. We are dedicated to being responsive to the needs of the community. We have had an active partnership with our citizens that have embraced the philosophy of community-oriented policing and problem solving and as a result of this partnership we have seen reductions in crime and the fear of crime.



The Kenmore Police Department, in partnership with the cities of Woodinville and Shoreline, sponsors our annual Citizens Academy for local residents. The academy is a ten-week course that is designed to give citizens a better understanding of police work and resources available to them. Citizens learn about police procedures which include: Police Patrol Procedures; Crime Scene Investigations; Canine uses; Marine Patrol; Major Accident Response and Reconstruction (MARR); Traffic enforcement, just to mention a few. Anyone interested in signing up for next years' academy can call Officer Childers at (206) 205-7652.

Every year, on the first Tuesday of August, we sponsor NNO at Kenmore City Hall, located at 18120—68th Ave NE St. in Kenmore from 6 p.m. to 9 p.m. This is the time when the community comes together to promote police-community partnerships; crime, drug and violence prevention; safety; and neighborhood unity. Police officers barbecue hamburgers and hotdogs for our citizens (for FREE!). Police and fire fighting vehicles are on display for all to view and check out. Information is available for the following:

- Block watches,
- House checks,
- Personal safety,
- Fingerprinting and ID cards for kids,
- Bicycle registration cards, and
- Home fire prevention.

This is a great way to get to know some of the people that make up your community. We are looking forward to seeing you at NNO this year.

The Kenmore Police Department sponsors two Junior High Academy classes each year for 7th, 8th and 9th graders who attend Kenmore Junior High School. The classes are designed to focus on the different aspects of police work. The 90-minute classes include the following:

- Patrol Procedures – The responsibilities of patrol officers are explained along with a brief description of the training received at the police academy. Kenmore Storefront Officer Childers displays different equipment patrol officers use and explains the paperwork process of incident reporting.
- Marine Unit – King County Sheriff's Office Marine Patrol explains their enforcement responsibilities and takes the students out on a police boat in Lake Washington.
- Major Accident Response and Reconstruction (MARR) - Two Sheriff Office MARR Detectives talk about serious accidents and stress on how speed and alcohol kills.



- Major Crimes – King County Sheriff Office Detectives, teaches a “Hands On” CSI class that includes fingerprinting, blood splatter and powder residue interpretation, just to mention a few.
- Active Shooter and Patrol Response – MPO Minzghor teaches patrol responses to shootings in progress and the responsibilities and interaction between the ASAP team and the SWAT team.
- K9 Unit – Taught by K-9 Deputy Houser and his partner Ace. The partnership between K9 and patrol is explained and several demonstrations are done for the students.

The academy helps build relationships between School Resource Officers, Community Police Officers and students. It also provides the students with information to assist them in determining if they want to pursue a career in law enforcement.

This report is a review of our performance during the year 2011. It is a compilation of statistics that portray our work and commitment to the citizens of Kenmore. I am happy to report that this year we have seen a reduction in many crime categories such as: Burglaries, Felonious Assaults, Auto Thefts and Larcenies incidents just to mention a few. We will continue to review our strategies and use innovative techniques in our ongoing efforts to reduce crime in Kenmore. We invite your comments and questions.

Sincerely,

Clifford G. Sether
Chief of Police



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About the Annual Police Service Highlights & Data Report

The Annual Police Service Highlights & Data Report contains information on the service efforts and accomplishments of the Kenmore Police Department to support its mission, goals, and objectives. The goal of the report is to keep the City of Kenmore residents, staff, administrators, and elected officials informed of police service and crime activity in the city. The report is produced by the City of Kenmore Police Department in partnership with the King County Sheriff's Office (KCSO) Research, Planning and Informational Services and Contracts Units. Questions about the report can be directed to the Kenmore chief of police.

The Police Service Highlights section gives a narrative of police efforts and year-to-year comparisons of selected crime and police service data. Most of the data in this section is taken from the Police Services Data section unless otherwise indicated as being from a difference source.

The Police Service Data section provides further detailed crime and police service data. Please note that numbers in this section may differ slightly from numbers in the Police Services Highlights due to rounding differences.

Kenmore Police Department Mission, Goals, & Core Values

Mission

The mission of the Kenmore Police Department is to prevent crime and create an environment where people feel safe, while providing quality, professional law enforcement services designed to improve public safety.

Core Values

The Kenmore Police are committed to the core values of Leadership, Integrity, Service and Teamwork. We firmly believe in our core values and let these values guide all work that we do in the community.

Goals & Objectives

In order to realize this mission, the City of Kenmore Police Department has adopted the following goals and objectives:

Goal # 1: Reduce crime and the fear of crime

Objective: Use information for crime analysis

Objective: Apprehend offenders

Objective: Prevent crime

Objective: Improve residents' feeling of security

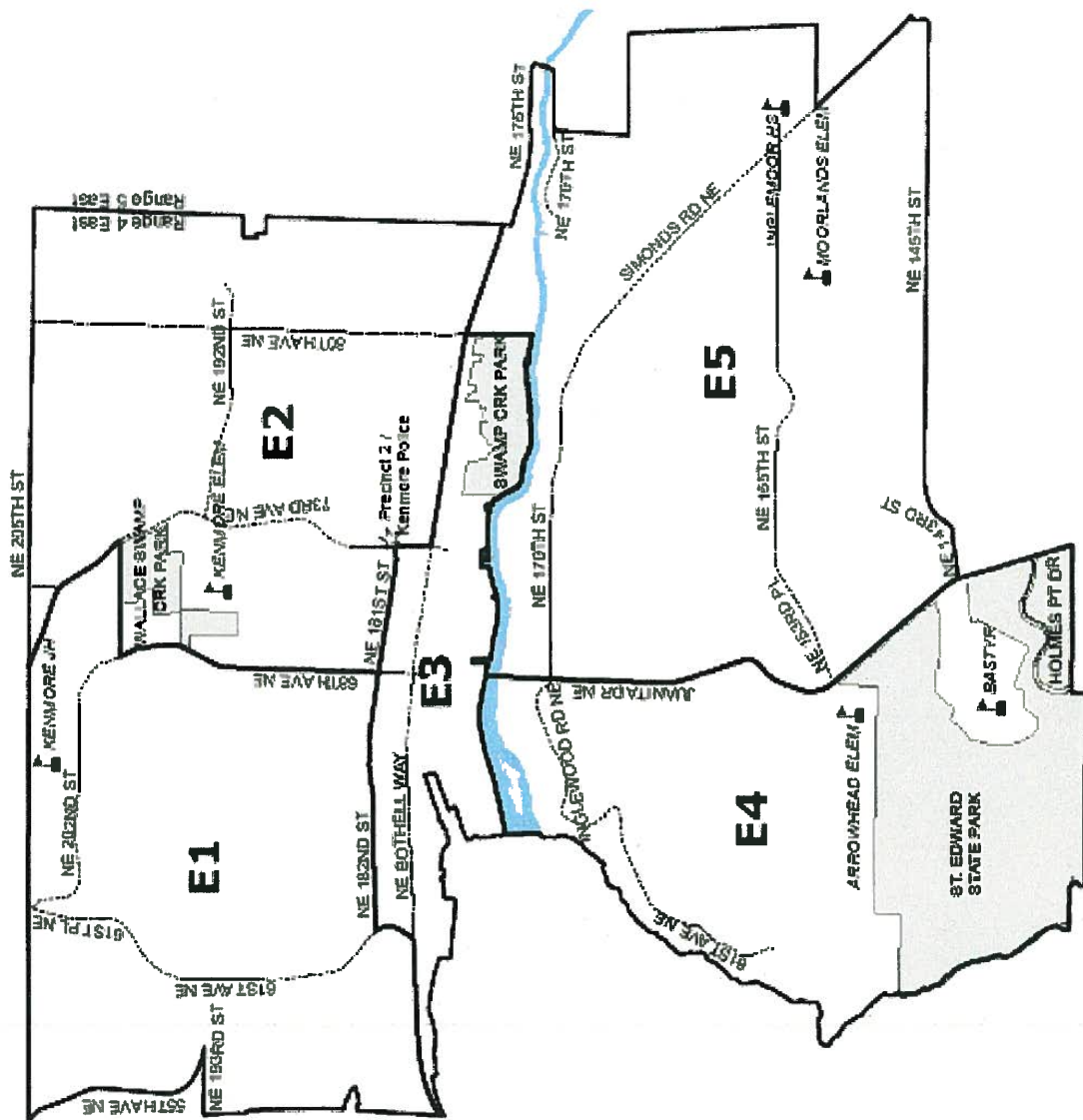
Goal # 2: Provide high-quality, cost-effective, and accountable services to the City of Kenmore

Objective: Provide responsive services to residents.

Objective: Provide cost-effective services to residents.



City of Kenmore Patrol Districts



City of Kenmore **Police Service Highlights** 2011



City Cost Comparison

The city cost comparison study is conducted annually by the King County Sheriff's Office Contracts Unit. The study accounts for city budget differences and may factor in (or factor out) certain line items in an effort to allow for "apples-to-apples" comparison between cities. Kenmore's cost per capita shown here is different than the contract cost per capita, which only includes Kenmore's law enforcement contract paid to the county. The following budget information is obtained directly from the city's budget, which may include funding for extra police services.

City	2010 Crime Rate	2011 Police Budget	2011 Population	2011 Budgeted Sworn	Cost/ Capita	Cost/ Sworn	Sworn/ 1000
Auburn	59.90	\$19,668,600	70,705	100.00	\$278	\$196,686	1.41
Bellevue	32.00	\$34,957,859	123,400	177.00	\$283	\$197,502	1.43
Black Diamond	12.60	\$1,817,567	4,160	10.00	\$437	\$181,757	2.40
Bothell	27.80	\$11,333,692	33,720	58.00	\$336	\$195,408	1.72
Burien	74.10	\$9,746,700	47,660	50.91	\$205	\$191,448	1.07
Covington	39.70	\$3,023,183	17,640	15.41	\$171	\$196,141	0.87
Des Moines	36.30	\$7,579,937	29,680	35.00	\$255	\$216,570	1.18
Edmonds	22.70	\$8,219,522	39,800	55.00	\$207	\$149,446	1.38
Federal Way	56.80	\$20,573,970	89,370	132.00	\$230	\$155,863	1.48
Issaquah	28.20	\$6,013,286	30,690	32.00	\$196	\$187,915	1.04
Kenmore	19.50	\$3,025,850	20,780	15.10	\$146	\$200,357	0.73
Kent	56.20	\$26,443,902	118,200	145.00	\$224	\$182,372	1.23
Kirkland	28.80	\$19,125,262	49,020	99.00	\$390	\$193,184	2.02
Lake Forest Park	18.70	\$3,212,909	12,610	19.00	\$255	\$169,100	1.51
Lynnwood	60.90	\$15,112,035	35,860	79.00	\$421	\$191,292	2.20
Maple Valley	14.60	\$3,559,619	22,930	16.87	\$155	\$211,051	0.74
Mercer Island	14.90	\$5,621,581	22,710	31.00	\$248	\$181,341	1.37
Mukilteo	29.40	\$4,267,700	20,310	28.00	\$210	\$152,418	1.38
Newcastle	23.50	\$1,496,608	10,410	7.91	\$144	\$189,176	0.76
Normandy Park	28.30	\$1,651,913	6,345	12.00	\$260	\$137,659	1.89
North Bend	42.70	\$1,439,268	5,830	6.60	\$247	\$218,168	1.13
Puyallup	68.10	\$14,335,218	37,240	57.00	\$385	\$251,495	1.53
Redmond	30.20	\$15,504,452	55,150	85.00	\$281	\$182,405	1.54
Renton	51.00	\$23,835,946	92,590	123.00	\$257	\$193,788	1.33
Sammamish	9.70	\$4,442,486	46,940	23.94	\$95	\$185,584	0.51
SeaTac	55.70	\$8,652,484	27,110	43.22	\$319	\$200,201	1.59
Seattle	60.20	\$249,294,843	612,100	1,327.00	\$407	\$187,863	2.17
Shoreline	27.90	\$10,159,635	53,200	52.77	\$191	\$192,540	0.99
Snoqualmie	20.20	\$2,933,592	10,950	14.00	\$268	\$209,542	1.28
Tukwila	169.90	\$13,979,695	19,050	68.00	\$734	\$205,584	3.57
Woodinville	34.30	\$2,270,045	10,940	12.38	\$207	\$183,372	1.13
Contract City Averages (weighted)					\$182	\$195,085	0.93
Non-Contract City Averages (weighted)					\$334	\$188,192	1.77

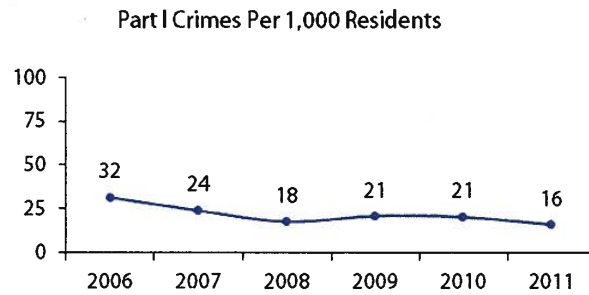
Data sources:



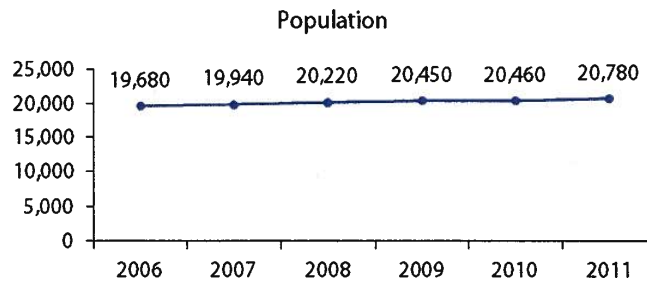
1. City budgets are found on city websites or via city finance personnel.
2. Population is from the Office of Financial Management.
3. Crime rates are from the Washington Association of Sheriffs and Police Chiefs (WASPC).
Crime rates for 2011 were not yet released at this report's publish date.

Kenmore's Crime Rate

The Crime Rate is a calculation of the number of Part I Crimes divided by population in thousands. Part I Crimes is a category of crimes established by the Federal Bureau of Investigation (FBI). It includes criminal homicide (which includes murder and non-negligent manslaughter, but excludes deaths by negligence, attempts to kill, suicides, accidental deaths, justifiable homicide, and traffic fatalities), forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson.



Source: Police Services Data



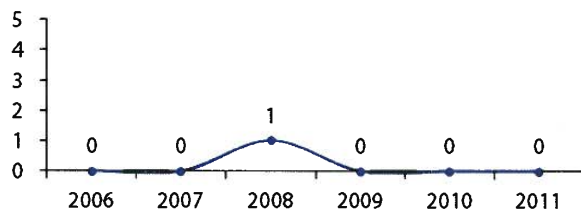
Source: Washington State Office of Financial Management



Part I Violent Crimes against People

Part I Crimes include crimes categorized as "violent crimes" or "crimes against people." The following are Kenmore's Part I Violent Crimes.

Murder

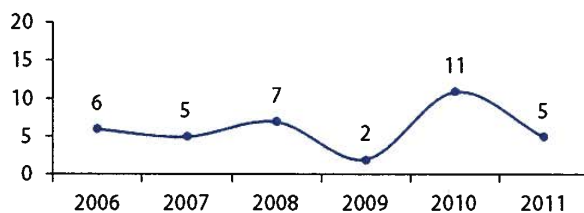


Source for all below: Police Services Data

Murder

The following situations are not included in this crime classification: deaths caused by negligence, suicide, or accident; justifiable homicides; and attempts to murder or assaults to murder, which are counted as aggravated assaults.

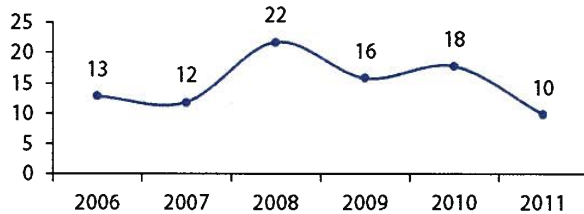
Rape



Rape

Rapes by force and attempts or assaults to rape, regardless of the age of the victim, are included in this count. Statutory offenses (no force used—victim under age of consent) are excluded.

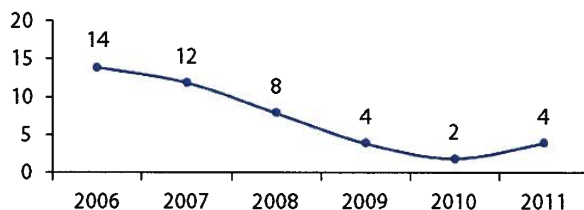
Aggravated Assault



Aggravated Assault

Aggravated assault is an unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

Robbery



Robbery

Robbery is the taking or attempting to take anything of value from the care, custody, or control of a person by force, threat of force, violence, or by putting the victim in fear.

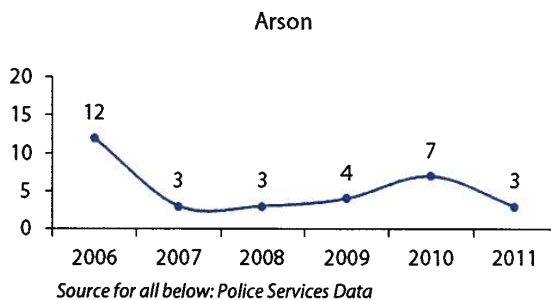


Part I Non-Violent Crimes against Property

The second group of Part I Crimes is known as "non-violent crimes," "crimes against property," or "property crimes." The following are Kenmore's Part I Crimes against Property. Information about vehicle theft, also included in this category, can be found with traffic and automobile incident information.

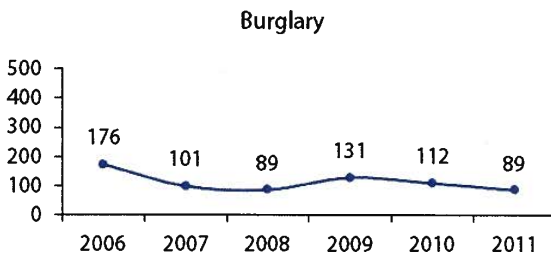
Arson

Arson is any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, or personal property of another.



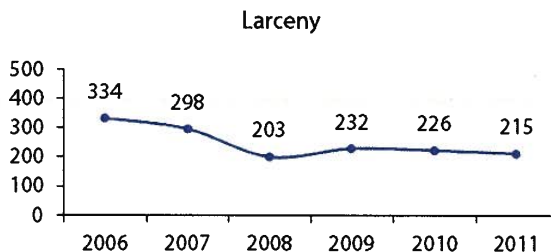
Burglary (breaking or entering)

Burglary is the unlawful entry of a commercial or residential structure with the intent to commit a crime. Attempted forcible entry is included.



Larceny (except vehicles)

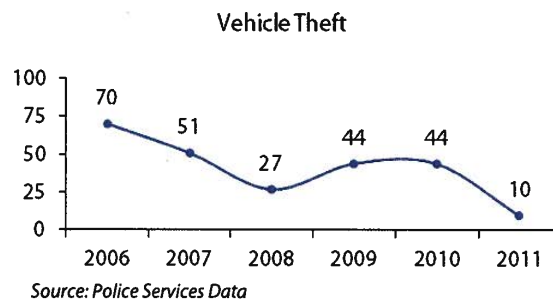
Larceny is the unlawful taking, carrying, leading, or riding away of property of any value amount from the possession or constructive possession of another. Examples are thefts of bicycles, motor vehicle parts and accessories, shoplifting, pocket-picking, or the stealing of any property or article that is not taken by force and violence or by fraud. Attempted larcenies are included. Embezzlement, forgery, check fraud, and like crimes are excluded.



Traffic and Automobile Incident Information

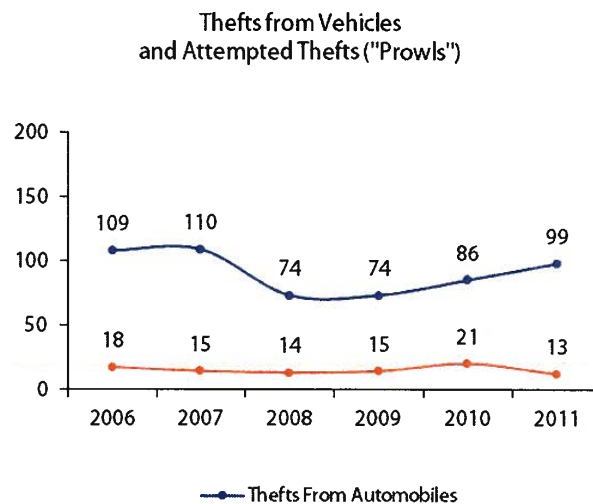
Vehicle theft

Vehicle theft is included in Part I Crimes against Property. It is the theft or attempted theft of a motor vehicle, which is defined as being self-propelled and running on a land surface and not on rails. Motorboats, construction equipment, airplanes, and farming equipment are specifically excluded from this category.



Thefts and Attempted Thefts ("Prowls") from Automobiles

A theft or attempted theft ("prowl") from an automobile is the act or attempted act of taking something from the inside of an automobile.

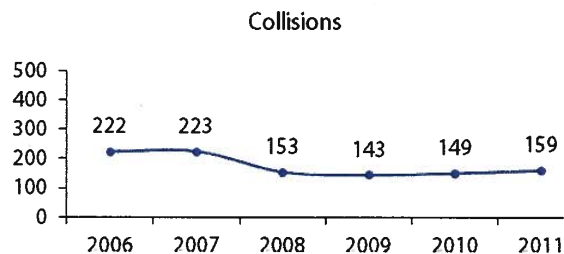


Source: Police Services Data and CAD System



Traffic Collisions

Collision information includes reports for injury, non-injury, and fatality vehicle collisions. Driving under the influence (DUI) collisions are excluded from this category.



Source: Police Services Data

Citizen Traffic Complaints

Citizen traffic complaints include all reports residents make regarding chronic traffic violations and requests for traffic enforcement. Complaints are assigned out to specific traffic enforcement units as well as patrol and are worked on a regular basis. Some complaints are resolved relatively quickly, while others become the site of on-going traffic enforcement projects.

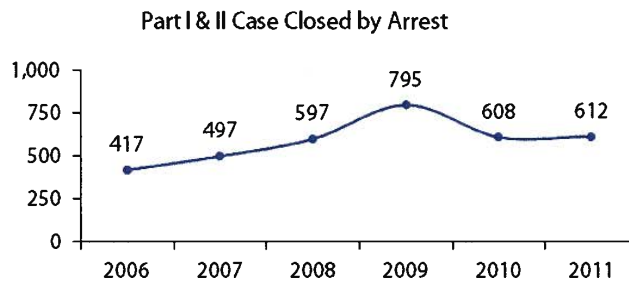


Source: Police Services Data



Part I & II Cases Closed by Arrest

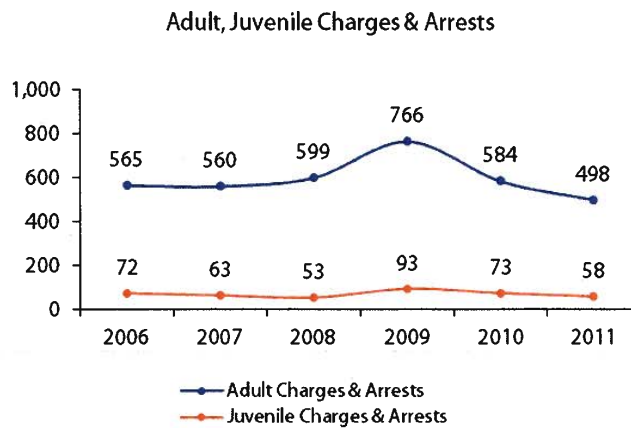
The cases below represent incidents where an officer or detective has recommended that the King County Prosecutor's Office file criminal charges against the case suspect. These criminal charges may result in an arrest or another form of punitive action, such as a citation. A prosecuting attorney is solely responsible for the decision to formally file charges and prosecute defendants.



Source: KCSO RPIS Unit

Adult and Juvenile Charges and Arrests

One or more charges can result from a single arrest. Charges also can be filed when probable cause exists against a person who may not have been arrested. The following are the total number of felony and misdemeanor charges and arrests by adult and juvenile status.



Source: Police Services Data

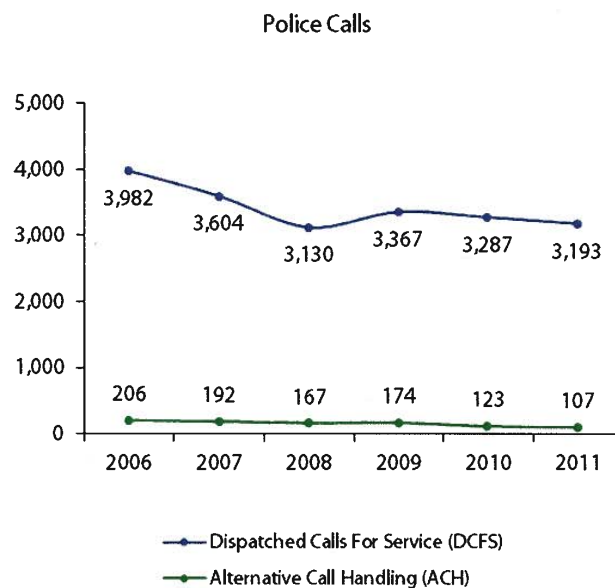


Calls for Police Assistance

The public receives police assistance in a variety of ways. Residents can call the Emergency 911 Communications Center to have one or more officers dispatched to the field, called a "dispatched call for service."

In addition to dispatched calls for service, 911 center operators can take certain types of reports over the phone through alternative call handling (ACH). This allows police officers more time to respond to those who need an officer present at the location of their incident.

Following are the numbers of dispatched calls for service (DCFS) and alternative call handling (ACH) incidents reported.



Source: Police Services Data and CAD



Dispatched Calls For Service (DCFS): The number of DCFS shown here includes calls that are verified to take place inside the city limits and that are charged to the city as part of its police contract. Total DCFS counts, as shown in the Police Service Data section, may be slightly higher (usually less than 5 percent higher).

Response Times to High Priority Calls

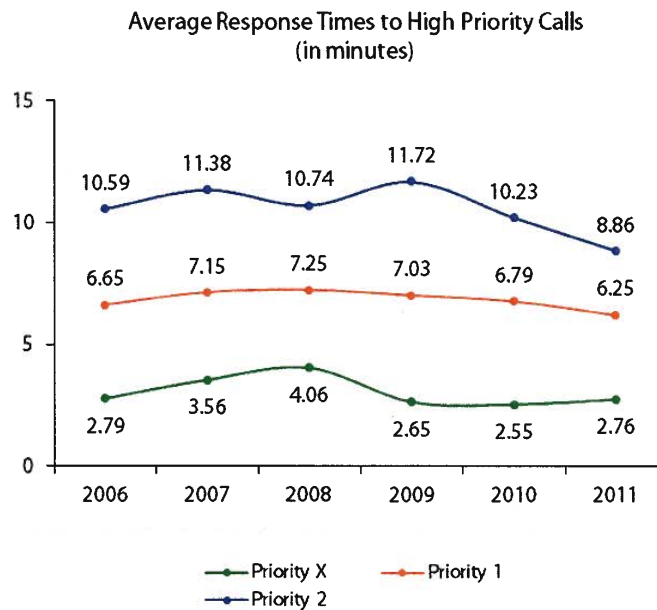
When calls for police assistance are received by the Emergency 911 Communications Center, they are entered into the Computer Aided Dispatch (CAD) system and given a "priority" based on the criteria described below. If the call receiver is in doubt as to the appropriate priority, the call is assigned the higher of the two priority designators in question.

"Priority X" designates critical dispatches. These are incidents that pose an obvious danger to the life of an officer or citizen. It is used for felony crimes in-progress where the possibility of confrontation between a victim and suspect exists. Examples include shootings, stabbings, robberies or burglaries.

"Priority 1" designates immediate dispatches. These are calls that require immediate police action. Examples include silent alarms, injury traffic accidents, in-progress crimes or crimes so recent that the suspect may still be in the immediate area.

"Priority 2" designates prompt dispatches. These are calls that could escalate to a more serious degree if not policed quickly. Examples include verbal disturbances and blocking traffic accidents.

Following are the City of Kenmore's Police response times for the above priority calls. Response times include all time from the receipt of a phone call to the moment an officer arrives at the location of the incident.



Source: Police Services Data

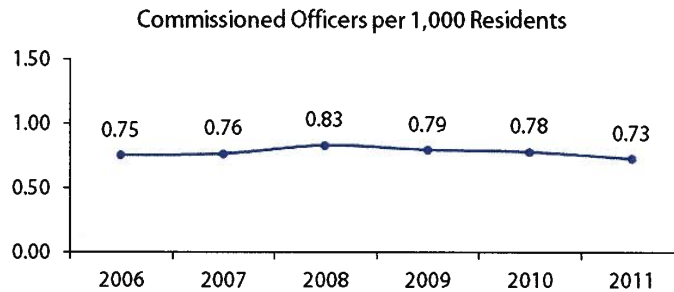


Computer Aided Dispatch (CAD): A computerized communication system used by emergency response agencies for dispatching and tracking calls for emergency assistance.



Commissioned Officers per 1,000 Residents

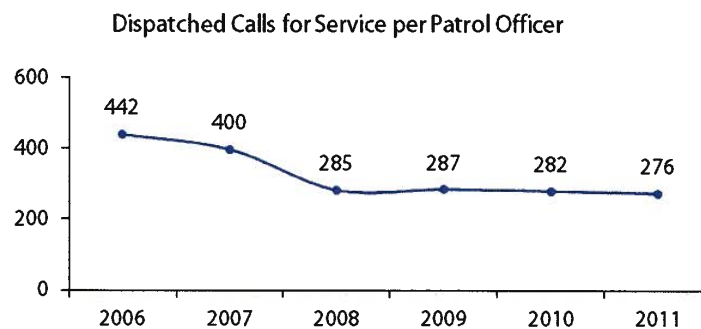
Commissioned officers per 1,000 residents shows how many commissioned police officers are employed by Kenmore for every 1,000 residents. This number includes commissioned officers who work in supervisory or other non-patrol related positions as well as special services officers who work part-time for the city. It does not include professional (i.e. non-commissioned) support staff.



Source: KCSO Contracts Unit

Dispatched Calls for Service (DCFS) per Patrol Officer

Dispatched calls for service (DCFS) per patrol officer is the average number of dispatched calls one patrol officer responds to within a year. This number uses only dispatched calls Kenmore pays for and does not include the number of responses an officer initiates (such as witnessing and responding to traffic violations, called "on views"). Also, the numbers below are *patrol only* and exclude non-patrol commissioned officers (such as supervisors or special duty officers/detectives).



Source: KCSO Contracts Unit



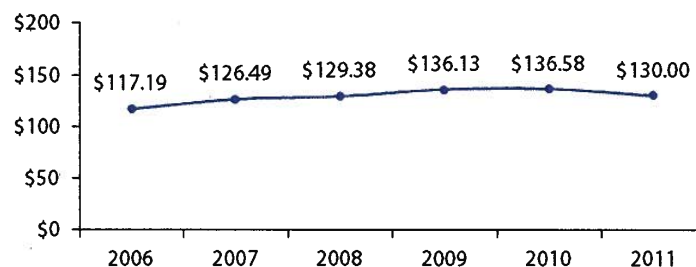
Costs of Police Services per Capita

The City of Kenmore contracts with the King County Sheriff's Office (KCSO) for police services. Among other benefits, contracting for services from a larger law enforcement agency allows for cost savings through "economies of scale." Specific economies of scale provided through the contract with KCSO include:

- Mutual aid agreements with other law enforcement agencies in Washington State
- A large pool of officers if back-up help is necessary
- Coverage if city officers are away
- Expertise of specialized units to assist officers
- More experienced officers to select from for city staffing
- Cost sharing throughout the department to keep city costs down

Costs for police services vary depending on a city's resources and the level and type of police services the community wants. The City of Kenmore may have additional funds or expenditures for special projects or programs as part of the city's law enforcement budget. These additional costs are not reflected in the contract cost per capita, which shows the contract cost for police services divided by Kenmore's population.

Contract Cost per Capita

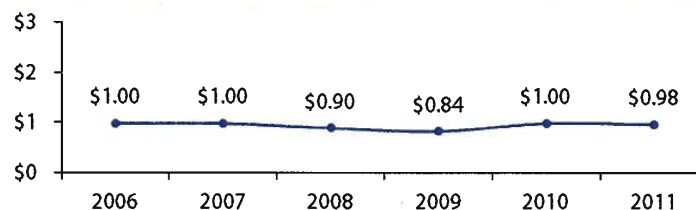


Source: KCSO Contracts Unit

Cost per \$1,000 of Assessed Real Property Value

Cost per \$1,000 of assessed real property value shows Kenmore's contract cost in relationship to the property values of Kenmore.

Cost per \$1,000 of Assessed Real Property Value



Source: King County Assessor's Office



City of Kenmore **Police Service Data** 2011





SUMMARY																	
	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
TOTAL PART 1 OFFENSES	31	31	40	102	21	28	28	77	17	40	0	57	40	29	31	100	336
Part 1 Closed Offenses	0	0	1	1	2	7	5	14	3	2	5	10	6	5	4	15	40
TOTAL PART 2 OFFENSES	55	45	50	150	61	77	63	201	66	47	64	177	50	54	46	150	678
Part 2 Closed Offenses	5	1	6	12	10	13	18	41	9	8	15	32	8	10	10	28	113
Officers Assaulted				0		1		1				0				0	1
Total Domestic Violence Offenses	14	11	8	33	7	14	20	41	9	10	13	32	13	13	5	31	137
Gang Incidents			1	1	0	1	1	2	0	2		2				0	5
TOTAL ADULT ARREST	40	27	42	109	34	45	44	123	53	38	50	141	43	43	39	125	498

PART 1 OFFENSES													JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Criminal Homicide				0								0								0			0					0	0
Rape				0								1								1			0		1	1		2	3
Child Rape				0								0								0			0		2			2	2
Attempted Rape				0								0								0			0					0	0
Robbery, Highway				0								0								0			0					0	0
Robbery, Commercial				0								0								0			0					0	0
Robbery, Gas Station				0								0								0			0					0	0
Robbery, Chain Store				0								0								0			0					0	0
Robbery, Residence	1	1		2								0								0			0					0	2
Robbery, Bank				0								0								0			0					0	0
Robbery, Miscellaneous				0								1	1							0			0					0	1
Robbery, Carjack				0								0								0			0					0	0
Assault, Firearm				0								0								0			0				1	1	1
Assault, Knife				0								0								0			1					0	1
Assault, ODW				0								0								0			0					0	0
Assault, Hands	1		1	2		2		2		2		2	2							2		2	2	1	1		1	2	8
Comm Burglary, FE	2	1	1	4		2	2	2		4		1	1	1						1	1	1	1	1	1	1		2	11
Comm Burglary, NF			1	1						0		0		1						1		1	1	2	1			3	5
Comm Burglary, ATT			1	1						0		1		1						1		1	1					0	2
Residential Burglary, FE	2	8	6	16	2	1				3	3	2		5	5	2	3	10	34				6	3	1	1	5	24	
Residential Burglary, NF	2	1	3	6	2	1	4		4	7	3	3		6	3	1	1	5	24				6	3	1	1	5	24	
Residential Burglary, ATT		2	1	3		2	2	4		4		1		1	1	3	1	5	13				1	1	3	1	5	13	
Larceny, +250	11	6	11	28	7	10	8	25	6	11		17	11	11	11	16	38	108					17	11	11	16	38	108	
Larceny, 0-250	10	12	12	34	8	10	9	27	5	15		20	12	6	8	26	107						20	12	6	8	26	107	
Vehicle Theft	1		1	2	1		1	2		2		2	3			3	9						2	3			3	9	
Truck-Bus Theft				0				0				0				0	0						0					0	0
Other Vehicle Theft	1			1				0				0				0	1						0					0	1
Theft Boat/RV				0				0				0				0	0						0					0	0
Arson Confirmed			2	2								0				1	3						0			1		1	3
TOTAL PART 1 OFFENSES	31	31	40	102	21	28	28	77	17	40	0	57	40	29	31	100	336												



5 Rapes

4 Robberies

10 Assaults

18 C Burgs

71 R Burgs

108 L+Boats

10 Veh Thefts

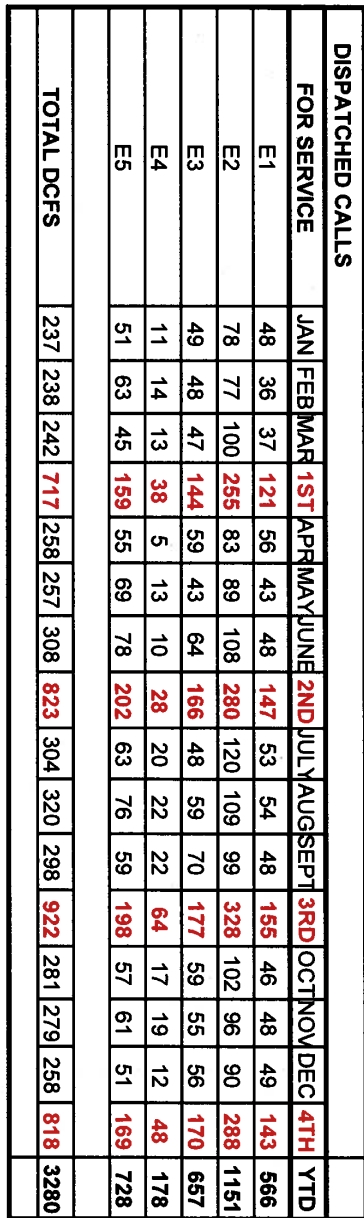


PART 2 OFFENSES		JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Assault 4th		8	6	1	15	5	5	10	20	6	7	10	23	5	6	2	13	71
Forgery/Fraud Offenses		5	5	4	14	6	4	5	15	10	4	3	17	3	3	2	8	54
Stolen Property					0	2			2				0				0	2
Vandalism		9	10	10	29	7	18	4	29	7	7	8	22	6	6	10	22	102
Weapons					0		1		1	1			1	2			2	4
Commercial Vice					0				0				0				0	0
Total Sex Offenses		1		2	3	3	2	1	6			1	1	1	3	2	6	16
Gambling, Other					0				0				0				0	0
Family/Juvenile Offenses		7	2	9	18	5	9	15	29	12	6	11	29	7	5	6	18	94
DWI		5	6	4	15	1	8	2	11	6	2	8	16	6	6	8	20	62
Liquor Violation		1	1	1	3	1	1	2	4	3	2	4	9	3	3		6	22
Disorderly Conduct					0	1	1		2	2			2			1	1	5
Kidnapping					0				0				0				0	0
Trespass		6	1		7	12	10	4	26	6	5	3	14	4	6	5	15	62
Heroin, Opium, Coke, etc				1	1		1	1	2			2	2			3	3	8
Marijuana				4	4	3	2	3	8		1	1	2	1	2		3	17
Synthetic Narcotics					0				0	1			1		1		1	2
Other Narcotics					0				0				0				0	0
Hate Crimes					0				0				0				0	0
Viol Crt Order (misd)		2	3	2	7	3	3	7	13	2	2	2	6	4	4		8	34
Viol Crt Order (felony)			1	1	2		1		1			1	1				0	4
All Other		11	10	11	32	12	11	9	32	10	11	10	31	8	9	7	24	119
TOTAL PART 2 OFFENSES		55	45	50	150	61	77	63	201	66	47	64	177	50	54	46	150	678



CASES CLOSED/CLEARED																
PART 1	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH YTD
Criminal Homicide				0				0				0				0
Rape (including attempt)				0				0				0	1			1
Robbery				0			1	1				0				1
Aggravated Assault				0		1	1	2		1	1	2			2	6
Commercial Burglary				0				0				0				0
Residential Burglary				0		2		2	1			1	1	1		5
Larceny +250				0		1	1	2			1	1	1			4
Larceny 0-250			1	1	2	3	2	7	2	1	3	6	3	3	2	22
Arson				0				0				0		1		1
TOTAL PART 1 OFFENSES	0	0	1	1	2	7	5	14	3	2	5	10	6	5	4	40

CASES CLOSED/CLEARED																
PART 2	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH YTD
Burglary / Larceny, other	1	1	3	5	3	1	4	8	2		2	4	1	3	4	25
Major Crimes, other				0				0				0				0
Assault 4th	1		1	2	5	8	9	22	6	7	9	22	6	4	3	59
Narcotics	2		2	4	2	3	4	9	1	1	4	6	1	3	3	26
Check Frauds	1			1		1	1	2				0				3
TOTAL PART 2 OFFENSES	5	1	6	12	10	13	18	41	9	8	15	32	8	10	10	113



AVG Response Time	1st Q	2nd Q	3rd Q	4th Q
X=	3.9	X= 2.1	X= 1.9	X=
1=	6.7	1= 6.3	1= 5.8	1=
2=	8.5	2= 9.5	2= 8.4	2=
3=	19	3= 21	3= 19	3=
				3.37
				6.4
				9.02
				15.7



LARCENY OFFENSES																	
	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Gas	1			1				0				0				0	1
APA	5	1	4	10		1		1		2		2	1	1		2	15
Bike				0		2	1	3			1	1	2	1		3	7
COMD				0				0				0				0	0
NSC	2	1	1	4	2	1	2	5	4	2		6	5	3	3	11	26
P/P				0			1	1				0			1	1	2
P/S				0				0				0		1		1	1
S/L	1	1	5	7	2	4	1	7	2	4	8	14	3	4	4	11	39
TFA	7	10	11	28	9	8	9	26	4	13	7	24	10	5	6	21	99
TFB	5	5	2	12	2	4	3	9	1	5	3	9	2	2	10	14	44
TOTAL	21	18	23	62	15	20	17	52	11	26	19	56	23	17	24	64	234



ARRESTS	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Juvenile Arrests																	
Felony	0	0	0	0	0	0	7	7	1	0	2	3	0	0	0	0	10
Misdemeanor	5	3	4	12	3	8	1	12	9	7	5	21	0	2	1	3	48
Homicide <from Homicide Unit-Report under Felony>				0				0				0				0	0
TOTAL JUVENILE ARREST	5	3	4	12	3	8	8	19	10	7	7	24	0	2	1	3	58
Adult Arrests																	
Felony	3	2	6	11	3	2	3	8	0	2	4	6	2	7	3	12	37
Misdemeanor	37	25	36	98	31	43	41	115	53	36	46	135	41	36	36	113	461
Homicide <from Homicide Unit-Report under Felony>				0				0				0				0	0
TOTAL ADULT ARREST	40	27	42	109	34	45	44	123	53	38	50	141	43	43	39	125	498
Grand Total Arrests	45	30	46	121	37	53	52	142	63	45	57	165	43	45	40	128	556



JUVENILE FEL. ARRESTS	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Criminal Homicide				0				0				0				0	0
Negligent Manslaughter				0				0				0				0	0
Aggravated Assault				0				0				0				0	0
Arson				0				0				0				0	0
Burglary				0				0				0				0	0
Counterfeiting / Forgery				0				0				0				0	0
Disorderly Conduct				0				0				0				0	0
DWI				0				0				0				0	0
Embezzlement				0				0				0				0	0
Forcible Rape				0				0				0				0	0
Fraud				0				0				0				0	0
Gambling, Other				0				0				0				0	0
Larceny				0			4	4				0				0	4
Liquor Violation				0				0				0				0	0
Marijuana				0				0				0				0	0
Narcotics / Drug Violation				0			1	1	1		1	2				0	3
Other (except Traffic)				0				0				0				0	0
Other (Traffic Violations)				0				0				0				0	0
Prostitution - VICE				0				0				0				0	0
Robbery				0			2	2			1	1				0	3
Sex Offense (No Rape)				0				0				0				0	0
Simple Assault				0				0				0				0	0
Stolen Property				0				0				0				0	0
Vandalism				0				0				0				0	0
Vehicle Theft				0				0				0				0	0
Weapons Violations				0				0				0				0	0
Court Order Violations				0				0				0				0	0
TOTAL	0	0	0	0	0	0	7	7	1	0	2	3	0	0	0	0	10



JUVENILE MISC ARRESTS	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Criminal Homicide				0				0				0				0	0
Negligent Manslaughter				0				0				0				0	0
Aggravated Assault				0				0				0				0	0
ARSON				0				0				0				0	0
Burglary				0				0				0				0	0
Counterfeiting / Forgery				0				0				0				0	0
Disorderly Conduct				0				0				0				0	0
DWI	1			1				0				0				0	1
Embezzlement				0				0				0				0	0
Forcible Rape				0				0				0				0	0
Fraud				0				0				0				0	0
Gambling, Other				0				0				0				0	0
Larceny	1		3	4				0		1	2	3				0	7
Liquor Violation		1		1	2	3	1	6	6		2	8				0	15
Marijuana				0		1		1		2	1	3		1		1	5
Narcotics / Drug Violation				0				0				0				0	0
Other (except Traffic)				0				0	2			2				0	2
Other (Traffic Violations)			1	1	1	1		2				0				0	3
Prostitution - VICE				0				0				0				0	0
Robbery				0				0				0				0	0
Sex Offense (No Rape)				0				0				0				0	0
Simple Assault	2	1		3		1		1	1	3		4		1	1	2	10
Stolen Property	1			1				0				0				0	1
Vandalism		1		1		2		2		1		1				0	4
Vehicle Theft				0				0				0				0	0
Weapons Violations				0				0				0				0	0
Court Order Violations				0				0				0				0	0
TOTAL	5	3	4	12	3	8	1	12	9	7	5	21	0	2	1	3	48



ADULT FEL. ARRESTS	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Criminal Homicide				0				0				0				0	0
Negligent Manslaughter				0				0				0				0	0
Aggravated Assault		1	1	2		1		1		1	1	2				0	5
ARSON				0				0				0		1		1	1
Burglary				0				0			1	1		2		2	3
Counterfeiting / Forgery			2	2				0				0				0	2
Disorderly Conduct				0				0				0				0	0
DWI				0				0				0				0	0
Embezzlement				0				0				0				0	0
Forcible Rape				0				0				0				0	0
Fraud				0				0				0				0	0
Gambling, Other				0				0				0				0	0
Larceny				0	1			1				0	1	1		2	3
Liquor Violation				0				0				0				0	0
Marijuana				0				0				0				0	0
Narcotics / Drug Violation	2	1		3		1	2	3		1	1	2	1	1	3	5	13
Other (except Traffic)			1	1			1	1				0				0	2
Other (Traffic Violations)				0	1			1				0				0	1
Prostitution - VICE				0				0				0				0	0
Robbery				0				0				0				0	0
Sex Offense (No Rape)				0				0				0				0	0
Simple Assault				0				0				0				0	0
Stolen Property			2	2				0				0				0	2
Vandalism				0	1			1			1	1				0	2
Vehicle Theft	1			1				0				0		2		2	3
Weapons Violations				0				0				0				0	0
Court Order Violations		1	1	2		1		1			1	1		1		1	5
TOTAL	3	2	6	11	3	2	3	8	0	2	4	6	2	7	3	12	37



ADULT MISC ARRESTS	JAN	FEB	MAR	1ST	APR	MAY	JUNE	2ND	JUL	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Criminal Homicide				0				0				0				0	0
Negligent Manslaughter				0				0				0				0	0
Aggravated Assault				0				0				0				0	0
Arson				0				0				0				0	0
Burglary				0				0				0				0	0
Counterfeiting / Forgery				0				0				0				0	0
Disorderly Conduct				0				0	2		1	3			1	1	4
DWI	5	7	5	17	2	9	2	13	4	3	6	13	7	6	7	20	63
Embezzlement				0				0				0				0	0
Forcible Rape				0				0				0				0	0
Fraud				0				0				0				0	0
Gambling, Other				0				0				0				0	0
Larceny			3	3	2	5	4	11	3	1	7	11	5	5	2	12	37
Liquor Violation	1		1	2				0	7	3	3	13	3	1		4	19
Marijuana	2	1	6	9	3	2	4	9		1	1	2	1	1	1	3	23
Narcotics / Drug Violation				0		1		1	1			1	1			1	3
Other (except Traffic)	2	1	2	5	3	2	3	8	7	3	2	12	2	2		4	29
Other (Traffic Violations)	20	11	17	48	16	17	21	54	22	20	14	56	17	18	23	58	216
Prostitution - VICE				0				0				0				0	0
Robbery				0				0				0				0	0
Sex Offense (No Rape)			1	1				0				0		1		1	2
Simple Assault	6	4	1	11	4	5	7	16	5	4	8	17	5	2	2	9	53
Stolen Property				0	1			1				0				0	1
Vandalism	1			1		1		1	1	1	4	6				0	8
Vehicle Theft				0				0				0				0	0
Weapons Violations		1		1		1		1	1			1				0	3
Count Order Violations	2	3	3	8	2	3	6	11	1	2	3	6	3	5		8	33
TOTAL	37	25	36	98	31	43	41	115	53	36	46	135	41	36	36	113	461

Domestic Violence:

Part 1 Offenses																								
By Patrol District																								
	Kenmore					1st QTR	Kenmore					2nd QTR	Kenmore					3rd QTR	Kenmore					4th QTR
	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total	E1	E2	E3	E4	E5	Total
Criminal Homicide						0						0						0						0
Rape						0						0						0						1
Child Rape						0						0						0						1
Attempted Rape						0						0						0						0
Robbery, Highway						0						0						0						0
Robbery, Commercial						0						0						0						0
Robbery, Gas Station						0						0						0						0
Robbery, Chain Store						0						0						0						0
Robbery, Residence						0						0						0						0
Robbery, Bank						0						0						0						0
Robbery, Misc.						0						0						0						0
Robbery, Carjack						0						0						0						0
Assault, Firearm						0						0						0						0
Assault, Knife						0						0						0						0
Assault, ODW						0						0						0						0
Assault, Hands						0						0	1	1				2						2
Commercial Burglary, FE						0						0						0						0
Commercial Burglary, NF						0						0						0						0
Commercial Burglary, ATT						0						0						0						0
Residential Burglary, FE		1				1						0	1					1						0
Residential Burglary, NF						0						0						0						0
Residential Burglary, ATT						0						0						0						0
Larceny, +\$250						0						0						0						0
Larceny, -\$250						0						0						0						0
Auto Theft						0						0						0						0
Truck-Bus Theft						0						0						0						0
Other Vehicle Theft						0						0						0						0
Theft Boat/RV						0						0						0						0
Arson Confirmed						0						0						0						0
Total	0	1	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	3	0	3	0	0	1	4
YTD	8																							

Domestic Violence:

Part 2 Offenses By Patrol District	Kenmore					1st Qtr	Kenmore					2nd Qtr	Kenmore					3rd Qtr	Kenmore					4th Qtr	YTD Total
	E1	E2	E3	E4	E5		E1	E2	E3	E4	E5		E1	E2	E3	E4	E5		E1	E2	E3	E4	E5		
	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	
Assault Fourth		5	1		4	10	5	7	2	1	3	18	5	9	1		3	18	2	4	4		2	12	58
Forgery/Fraud						0						0						0						0	0
Stolen Property						0						0						0						0	0
Vandalism					2	2	1				3	4						0		1				1	7
Weapons Violations					0	0						0						0						0	0
Commercial Vice					0	0						0						0						0	0
Sexual Offenses					1	1						0						0						0	1
Gambling						0						0						0						0	0
Family/Juvenile					1	1						0						0	1	1				2	3
DWI					0	0						0						0						0	0
Liquor Violations					0	0						0						0						0	0
Disorderly Conduct					0	0						0						0						0	0
Kidnapping					0	0						0						0						0	0
Trespass					0	0						0				1		1						0	1
Opium, coke, etc.					0	0						0						0						0	0
Marijuana					0	0						0						0						0	0
Synthetic Narcotics					0	0						0						0						0	0
Other Narcotics					0	0						0						0						0	0
Hate Crimes					0	0						0						0						0	0
Viol. of Court Orders (Misd)	1	3			3	7	2	2	3		3	10		2	2		4	4	2	3			2	7	28
Viol. of Court Orders (Felony)		1	1			2	1				1	1			1		1	1						0	4
All other		1				1	1				1	2			1		0							0	3
Total	1	10	2	0	11	24	10	9	5	1	10	35	5	11	4	0	4	24	3	8	7	0	4	22	105

TRAFFIC VIOLATIONS																		
	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD	
Patrol [from CAD]	176	166	168	510	166	144	179	489	213	159	119	491	146	154	216	516	2,006	
Total	176	166	168	510	166	144	179	489	213	159	119	491	146	154	216	516	2,006	
DWI [399, 404]	5	6	4	15	1	8	2	11	6	2	8	16	6	6	8	20	62	
Moving / Hazardous [400-403,405-413,415,417-423,426]	117	121	133	371	121	97	134	352	147	104	80	331	92	97	152	341	1,395	
Non-Moving/Compliance [414,416,424,425,427]	54	39	31	124	44	39	43	126	60	53	31	144	48	51	56	155	549	
Total	176	166	168	510	166	144	179	489	213	159	119	491	146	154	216	516	2,006	
Parking Citation [416]	14	12	9	35	15	16	14	45	16	17	12	45	14	10	12	36	161	
Seat Belt Violations [426]	4	0	2	6	2	4	2	8	7	5	3	15	1	1	1	3	32	

TRAFFIC ACCIDENTS/																	
COMPLAINTS	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
Accident, DUI [399]	2	2	1	5	0	2	0	2	1	1	1	3	2	1	1	4	14
Accident, Injury [401]	5	2	1	8	3	5	4	12	4	1	4	9	4	3	2	9	38
Accident non-Injury [402]	11	9	7	27	9	11	12	32	8	9	8	25	11	11	15	37	121
Accident, Fatal [403]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit & Run Occupied Non-Injury [406]	2	1	0	3	1	3	1	5	2	4	1	7	1	3	2	6	21
Hit & Run Unoccupied [407]	1	2	2	5	5	0	2	7	2	3	1	6	0	5	2	7	25
Hit & Run Injured [408]	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	1
Traffic Complaint [421]	4	6	6	16	2	4	14	20	8	8	7	23	11	3	7	21	80

TRAFFIC INFORMATION																	
VIOLATIONS	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
399 Accident, DUI	2	2	1	5				2	1	1	1	3	2	1	1	4	14
ABANDONED VEH(SP. OPS)																	
400 Abandoned Vehicle	4	2	4	10	2	6	7	15	11	8	3	22	5	2	7	14	61
ACCI, INJURY (SP. OPS.)																	
401 Accident, Injury	5	2	1	8	3	5	4	12	4	1	4	9	4	3	2	9	38
402 Accident, Non-Injury	11	9	7	27	9	11	12	32	8	9	8	25	11	11	15	37	121
403 Accident, Fatal				0				0				0				0	0
D.U.I. (SPECIAL OPS)																	
404 D.U.I.	3	4	3	10	1	6	2	9	5	1	7	13	4	5	7	16	48
PHYSICAL (SPECIAL OPS)																	
405 Physical Control			1	1	1	1	1	1	1	1	1	1	1	1	2	2	5
406 Hit & Run, Occupied Non-Injury	2	1		3	1	3	1	5	2	4	1	7	1	3	2	6	21
407 Hit & Run, Unoccupied	1	2	2	5	5		2	7	2	3	1	6		5	2	7	25
408 Hit & Run, Injury				0				0	1			1				0	1
409 Incident, NSC (Oth than Acci)				0				0				0				0	0
410 Motorcycle Complaint				0				0				0				0	0
NEG DRIV (SPECIAL OPS)																	
411 Negligent Driving		1		1				0				0	1			1	2
Oth Moving (SPECIAL OPS)																	
412 Other Moving Violation	30	25	40	95	27	23	23	73	29	27	10	66	16	26	73	115	349
DEFECTIVE (SPECIAL OPS)																	
413 Defective Equipment	1	6	4	11	8	3	8	19	10	7	7	24	6	7	7	20	74
OTH NON (SPECIAL OPS)																	
414 Other Non-Moving Violation	4			4	3	2	1	6	2	2	1	5	4	3	5	12	27
415 Off Road Vehicle/ATV Violation				0				0				0				0	0
PARKING (SPECIAL OPS)																	
416 Parking Violation	14	12	9	35	15	16	14	45	16	17	12	45	14	10	12	36	161
417 Pedestrian/Bicycle Violation	1			1		1		1	1	2		3	2			2	7
RECKLESS (SPECIAL OPS)																	
418 Reckless Driving				0	1			1	1			1			1	1	3
SPD PACE (SPECIAL OPS)																	
419 Speeding (Pace)				0	1			1			1	1		1	1	2	4
SPD RADAR (SPECIAL OPS)																	
420 Speeding (Radar)	54	67	66	187	60	36	60	156	63	29	35	127	33	34	34	101	571
TRAFFIC COMP INV(SP. OPS)																	
421 Traffic Complaint Investigation	4	6	6	16	2	4	14	20	8	8	7	23	11	3	7	21	80
422 Attygo to Elude (Felony Flight)				0			1	1				0				0	1
CNTRL (OTH) (SP. OPS)																	
423 Control (Other than Fire)				0				0									

1102: LATEST REPORT DATA & HIGHLIGHTS 2011

TRAFFIC INFORMATION																	
VIOLATIONS	JAN	FEB	MAR	1ST	APR	MAY	JUN	2ND	JULY	AUG	SEPT	3RD	OCT	NOV	DEC	4TH	YTD
DWLSDWLR (SPECIAL OPS)																	
424 Driving While License Revoked / Suspended	15	10	13	38	12	11	14	37	18	13	11	42	11	12	19	42	159
OPER LIC. (SPECIAL OPS)																	
425 Operator's Lic Violations, Other		3	3	6	3	2		5	5	2		7	1	4	2	7	25
SEATBELT (SPECIAL OPS)																	
426 Seatbelt Violation	4		2	6	2	4	2	8	7	5	3	15	1	1	1	3	32
VEH LIC (SPECIAL OPS)																	
427 Vehicle License Violations	21	14	6	41	11	8	14	33	19	19	7	45	18	22	18	58	177
TOTAL VIOLATIONS	176	166	168	510	166	144	179	489	213	159	119	491	146	154	216	516	2,006