



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
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City of Kenmore
REVISED City Council Regular Meeting Agenda

7:00 p.m., Monday, May 12, 2014

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

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Highlights of Slough Race Event - A. Gaul Culley

VI. CITIZEN COMMENTS

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

VII. CONSENT AGENDA

- A. Adopt Minutes for the April 14, 2014 and April 21, 2014 City Council Meetings
[DRAFT 04 14 2014 Minutes](#)
[DRAFT 04 21 2014 Minutes](#)
- B. Approve Check Nos. 29814 - 29903 in the Amount of \$401,354.45 and Payroll Check No. 211257 in the Amount of \$442.94 and Electronically Transferred Payroll Funds Totaling \$65,834.09 for the Period Ending April 25, 2014.
[Checks for Approval](#)
- C. Authorize a Community Development Block Grant (CDBG) Funding Application to Partially Fund Sidewalk Improvements on the South Side of NE 181st Street between 68th Avenue NE and 73rd Avenue NE - Debbie Bent, Community Development Director

[Agenda Bill](#)

- D. Adopt Resolution No. 14-234, Final Plat Approval for East Creek Village Plat - Bryan Hampson, Development Services Director, and Andrew Bauer, Associate Planner

[Agenda Bill & Attachments](#)

VIII. BUSINESS AGENDA

- A. Approve Contract No. 14-C1261, Interlocal Agreement with Puget Sound Clean Air Agency (PSCAA) for Cooperative Odor Complaint Investigations - Bryan Hampson, Development Services Director
[Agenda Bill & Attachments](#)
- B. Adopt Resolution No. 14-237, Reconfirming Surplus Property and Authorizing City Manager to Execute Documents to Close Sale of the Former Park & Ride Property - Bryan Hampson, Development Services Director
[Agenda Bill & Attachments](#)
- C. Award Citywide Safety Construction Contract No. 14-C1269 - Kris Overleese, Engineering & Environmental Services Director
[Agenda Bill & Attachments](#)
[PowerPoint Presentation](#)
- D. March 2014 Financial Report Presentation - Joanne Gregory, Finance & Administration Director
[Agenda Bill & Attachment](#)
- E. Adopt Ordinance No. 14-0382, Amending the 2013-2014 Biennial Budget - Joanne Gregory, Finance & Administration Director
[Agenda Bill & Attachments](#)
- F. Adopt Resolution No. 14-239, Approving Waterfront Park Property Purchase & Sale Agreement, Contract No. 14-C1276 - Rob Karlinsey, City Manager
[Agenda Bill & Attachments](#)
- G. Adopt Resolution No. 14-238, Council Vacancy and Leave of Absence Policy & Procedure
[Agenda Bill & Attachments](#)
- H. Approve Amendment to the City of Kenmore Legislative Agenda for the 2013-2015 Legislative Biennia - Nancy Ousley, Assistant City Manager
[Agenda Bill & Attachments](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

Upcoming Meetings:

Tuesday, May 13, 2014	Planning Commission Public Workshop	6:30 - 8:00 p.m.
Monday, May 19, 2014	City Council Regular Meeting	7:00 p.m.
Tuesday, May 20, 2014	Planning Commission Regular Meeting	7:00 p.m.
Monday, May 26, 2014	CITY HALL CLOSED FOR MEMORIAL DAY	
Tuesday, May 27, 2014	City Council Regular Meeting (Holiday Schedule) CANCELED	

**City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
April 14, 2014**

CALL TO ORDER – The special meeting of the Kenmore City Council was called to order by Mayor David Baker at 6:30 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:30 p.m. to discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b). He stated that the executive session will last for approximately 30 minutes and that action may be taken when the meeting is reconvened.

POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION

Councilmember Curtis moved to Authorize the City Manager to Enter into a Settlement Agreement with the Northshore Utility District for the SR 522 West A Project for \$160,000. Councilmember Van Ness seconded the motion. The motion passed 6-0.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 7:00 p.m.

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

Councilmembers present: Mayor David Baker and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Allan Van Ness

Councilmembers excused: Deputy Mayor Glenn Rogers

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Bryan Hampson, Development Services Director; Kent Vaughan, Senior Civil Engineer; Andrew Bauer, Senior Planner; Cliff Sether, Chief of Police; Dawn Reitan, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Mayor Baker led the flag salute.

AGENDA APPROVAL

It was Council consensus to modify the agenda to take action immediately following each public hearing.

It was Council consensus to approve the agenda as amended.

CITIZEN COMMENTS

The following citizens spoke:

Vicki Grayland, 20308 73rd Avenue NE, Kenmore.

John Hendrickson, 5919 NE 202nd Lane, Kenmore.

William Moran, 8304 NE Bothell Way, Kenmore.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Van Ness moved to approve the consent agenda as submitted. Councilmember Sperry seconded the motion to Adopt the Minutes of the March 17, 2014 City Council Meeting; Approve Check Nos. 29679 - 29748 in the Amount of \$261,737.73 and Electronically Transferred Funds Totaling \$63,026.16 for the Period Ending March 28, 2014; Authorize the City Manager to Execute a Binding Site Plan for Kenmore Village Parcel Nos. 61817006350 and 6181700410; and Authorize the City Manager to Execute a Parks Property Tax Levy Agreement with King County, Contract No. 14-C1264. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Receive Public Testimony on Proposed Changes to the Effective Periods for Preliminary Plats and Preliminary Short Plats, Kenmore Municipal Code (KMC) 17.20.020 and 17.20.040 - Andrew Bauer, Associate Planner, was present to provide a brief report. He was also available to answer any questions. He stated that if passed, the proposed change would increase the time period for both preliminary plats and short plats from nine years to ten years, and it would apply only to preliminary plats and short plats approved prior to 2008 and also not subject to the Shoreline Management Act. He stated that the change is consistent with changes that the State Legislature made last year to preliminary plats, and at the local level there is discretion to apply these changes to short plats as well.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:20 p.m.

As there were no citizens wishing to testify, Mayor Baker closed the public hearing at 7:20 p.m.

Councilmember Curtis moved to Adopt Ordinance No. 14-0378, Effective Periods for Preliminary Plats and Preliminary Short Plats. Councilmember Smith seconded the motion. The motion passed 6-0.

Public Hearing to Receive Public Testimony Regarding Ordinance No. 14-0379, Amending SR 522 West A Condemnation Ordinance No. 13-0357 - Kris Overleese, Engineering and Environmental Services Director, and Kent Vaughan, Senior Civil Engineer were present to provide a brief report. They were also available to answer any questions. Senior Planner

Vaughan stated that this ordinance is an amendment to the condemnation ordinance which was passed in June 2013. It would correct some utility easement and legal description discrepancies triggered by design revisions. It would also allow the City to use eminent domain as a last resort to acquire property rights in the event that negotiations reach an impasse.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:24 p.m.

As there were no citizens wishing to testify, Mayor Baker closed the public hearing at 7:24 p.m.

Councilmember Curtis moved to Adopt Ordinance No. 14-0379, Amending SR 522 West A Condemnation Ordinance No. 13-0357. Mayor Baker seconded the motion. The motion passed 6-0.

BUSINESS AGENDA

2013 Police Services Report - Cliff Sether, Chief of Police, was present to highlight some of the areas covered by the report. He was also available to answer any questions. He distributed a handout to Council regarding the new National Incident-Based Reporting System (NIBRS) and its impact on reporting crime rates within the City.

Authorize City Manager to Execute Contract No. 14-C1267, Interlocal Agreement with SCORE (South Correctional Entity) for Inmate Housing & Jail Services - Joanne Gregory, Finance & Administration Director, and Cliff Sether, Chief of Police, were present to give a brief report. They were also available to answer any questions. Director Gregory stated that the City is in need of a new jail facility, as Snohomish County will not be able to contract with us or accept our population after the 1st of May. She stated that she, the City Manager, and Chief Sether visited the SCORE facility and feel that it is the most cost effective option for the City, even though it is a bit of a distance.

Councilmember Curtis moved to Authorize the City Manager to Execute Contract No. 14-C1267, Interlocal Agreement with SCORE (South Correctional Entity) for Inmate Housing & Jail Services. Councilmember Smith seconded the motion. The motion passed 6-0.

STAFF REPORTS

Pedestrian & Bicycle Safety Update - Rob Karlinsey, City Manager was present to give a brief report. He was also available to answer any questions. He stated that the City is moving forward with the pedestrian and bicycle safety actions that Council authorized at their March 24th meeting. The rectangular rapid flashing beacons (RRFBs) have been ordered, and we have asked King County to put a rush on them. In keeping with State law, King County has begun doing traffic studies for the possibility of reducing speeds on City arterials. He stated that he is hoping the rechannelization of 61st Avenue can be accomplished by next month. He briefly described some communication and community involvement efforts that are in progress as well as some of the long-term projects.

Rob Karlinsey, City Manager, announced some events which are coming up at City Hall.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith thanked the City Manager and Terry Paananen for meeting with him and some of the neighborhoods regarding Juanita Drive improvements. He noted that he had sent out an e-mail regarding an aquatic facility in the Lake Washington School District, Kirkland area, which he wanted Council to know about but does not consider a priority at this time.

Councilmember Sperry spoke about the Kenmore library's employment fair.

Councilmember Curtis stated that he would like the City Manager to keep in mind that when Council adds lots of new projects, as has happened recently, it is okay to put some projects off.

Councilmember Van Ness reported on a recent Eastside Transportation Partnership (ETP) meeting that he attended.

Mayor Baker stated that Deputy Mayor Rogers was in an automobile accident in February of this year and would like to take a leave of absence for four to six months. Our attorney, Rosemary Larsen, has given the Mayor some legal references from the State statute which give Council the ability to grant this request and to choose someone to temporarily fill the position.

It was Council consensus to not fill the position at this time.

ADJOURNMENT

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

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Regular & Special Joint Planning Commission Meeting
Minutes
April 21, 2014**

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

Councilmembers present: Mayor David Baker and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Allan Van Ness

Councilmembers excused: Deputy Mayor Glenn Rogers

Planning Commissioners present: Vice Chair Angela Kugler and Commissioners Dennis Mendrey, Doug Huxtable, Jim Howard, Mark Ohrenschall, and Mike Vanderlinde

Planning Commissioners excused: Chair Doug Nugent

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

FLAG SALUTE

Councilmember Van Ness led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Todd Hochstrasser, 6114 NE 204th Street, Kenmore, was present to thank the City for a good start on the pedestrian and bicycle safety plan.

William Moran, 8304 NE Bothell Way, Kenmore, was present to state his concern regarding proposed new zoning for Subarea 8 and its effect on businesses within the area.

Lisa Funderburk, 13721 56th Drive SE, Everett, (reading a letter written by Rob Deland, 17606 80th Court NE, Kenmore), was present to share Rob Deland's concern regarding proposed new zoning for Subarea 8 and its effect on businesses within the area.

Ed Quinnell, 8218 NE Bothell Way, Kenmore, was present to state his concern regarding proposed new zoning for Subarea 8 and its effect on businesses within the area.

Mobeen Butte, 8002 NE Bothell Way, Kenmore, was present to state his concern regarding proposed new zoning for Subarea 8 and its effect on businesses within the area.

John Ethen, 8020 NE Bothell Way, Kenmore, was present to state his concern regarding proposed new zoning for Subarea 8 and its effect on businesses within the area.

Christy Simms, 6170 NE 187th Place, Kenmore, was present to state that pedestrian and bicycle safety is very important for Council and the Planning Commission to consider when moving forward with transportation planning.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Sperry moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Adopt the Minutes for the March 27, 2014 and March 31, 2014 City Council Meetings; Receive and File the February 2014 Financial Report; Approve Resolution No. 14-232 Authorizing a Grant Funding Application to the Washington State Recreation & Conservation Office (RCO), Washington Wildlife & Recreation Program (WWRP), for the Moorlands Park Renovation Project; and Approve Resolution No. 14-233 Authorizing a Grant Funding Application to the Washington State Recreation & Conservation Office (RCO), Aquatic Lands Enhancement Account Program (ALEA), for the Log Boom Park Pedestrian Bridge. The motion passed unanimously.

SPECIAL JOINT PLANNING COMMISSION AGENDA

Presentation and Discussion of the Transportation Element of the Comprehensive Plan - Debbie Bent, Community Development Director; Kris Overleese, Engineering & Environmental Services Director; Kendra Breiland, Fehr & Peers; and the Planning Commissioners were present to provide a report. They were also available to answer any questions.

Kendra Breiland gave a PowerPoint presentation, including a status update on what the City has been doing, such as public and agency outreach, transportation needs assessment, and a draft update of goals, objectives and policies. She stated that we are trying to shift our approach and evaluate our streets in a different way, using a “layered network,” which is a new philosophy based on balanced, layered multimodal networks that serve pedestrians, bicyclists, transit riders, motorists, and freight/goods movement, with a focus on nonresidential streets.

Director Overleese stated that what will come out of the Transportation Element is a project list, which would be subject to the new priority-based budgeting process, just like the list of other capital projects.

Ms. Breiland noted some of the State requirements for the transportation element.

It was Council consensus that they are happy with the direction the Planning Commission is moving in with regard to the Transportation Element of the Comprehensive Plan.

STAFF REPORT

Potential Park Property Acquisition – Rob Karlinsey, City Manager, was present to ask for Council direction on a proposed Recreation & Conservation Office (RCO) grant application which could help pay for a potential park property acquisition. If we close on the property, he

recommends using Park Impact Fee money for the City's share. He would bring a resolution to Council on April 28th, as the grant deadline is May 1st. He was also available to answer any questions.

It was Council consensus for staff to bring a resolution for the RCO grant application back to their April 28th meeting for possible adoption.

CITY COUNCILMEMBER REPORTS & COMMENTS

Mayor Baker stated that he needs clarification regarding Deputy Mayor Rogers' request for a leave of absence. Originally it was the understanding of the Council that Deputy Mayor Rogers would be able to participate in Council business from time to time while on leave; however, that is not possible. Letters from his doctor and Mrs. Rogers were distributed to the Council.

Councilmember Curtis moved that the Council take this opportunity to design a policy for whenever a Councilmember requests a leave of absence or vacates his or her position permanently. Mayor Baker seconded the motion. The motion passed unanimously.

Mayor Baker distributed a sample policy and outline and two different sample applications for Councilmembers to review.

It was Council consensus to put a discussion of this topic under "COUNCIL INITIATIVES" on the May 28th agenda.

It was Council consensus to grant Deputy Mayor Rogers a leave of absence. He will not be expected to participate in Council business during his leave.

EXECUTIVE SESSION

Mayor Baker recessed the regular meeting to an executive session at 9:26 p.m. to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 15 minutes and that no action is anticipated when the meeting is reconvened.

Mayor Baker extended the executive session for 5 minutes at 9:41 p.m.

Mayor Baker adjourned the meeting at 9:46 p.m.

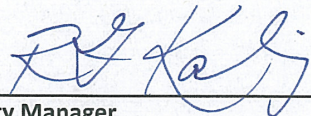
David Baker, Mayor

ATTEST:

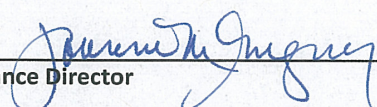
Patty Safrin, City Clerk

City of Kenmore Voucher Certification and Approval

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 29814-29903 which total \$401,354.45, and payroll check #211257 in the amount of \$442.94 and electronically transferred payroll funds totalling \$65,834.09, 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.

 4/28/14

City Manager Date

 4/28/14

Finance Director Date

Check #	Vendor Name	Description	Check Amount
29814	CAMPOS APPRAISALS, INC.	Appraisal Service	3,200.00
29815	CULLEY, AMBERLY	2nd Half of Payment for Hydro Cup Event	1,750.00
29816	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,099.36
29817	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
29818	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,892.81
29819	DRS 457	Deferred Comp Payroll Deduction	875.00
29820	AFLAC	Private Medical/ Disability Plans	512.27
29821	CITY OF KENMORE FS	Flexible Spending Medical Plans	232.15
29822	BANK OF AMERICA 941	Payroll Taxes	14,069.05
29823	WA GUARANTEED EDUCATION TUITION	WA Pre-Tax Education Plan	100.00
29824	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	12,513.69
29825	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,135.84
29826	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	456.00
29827	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
29828	AMERICAN GENERAL	Life Insurance	435.06
29829	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
29830	AWC EMPLOYEE BENEFITS	Employee Health Insurance	42,039.50
29831	BAKER, DAVID	Mileage/ Meeting Exp. Reimbursement	149.52
29832	BASTYR UNIVERSITY	Sponsor Fee for Herb & Food Fair	200.00
29833	CITY OF LAKE FOREST PARK	March Public Works Crew Charges	71,660.31
29834	CITY OF SHORELINE	Feb/Mar Jail Van Use	333.75
29835	COASTWIDE LABORATORIES	City Hall Maintenance Supplies	135.87
29836	FERGUSON ENTERPRISES INC #1539	Drainage Repair Catch Basins/Grates	1,033.67
29837	FRUHLING SAND & TOPSOIL	Asphalt & Brush Dumping	180.00
29838	CALPORTLAND COMPANY	Gravel & Materials	167.72
29839	HOME DEPOT CREDIT SERVICES	Material-Logboom Pk Restroom Repair	42.64
29840	JET CITY PRINTING	City Logo Envelopes	330.69
29841	KCDA PURCHASING COOP	Playground Structure NS Summit Park	15,289.46
29842	KING COUNTY FINANCE	March Road Svc Traffic/Ped/Signs/Bridge	23,673.10

29843	KING COUNTY FINANCE	Jan.-June Regional Animal Services	2,916.00
29844	KING COUNTY FINANCE	Solid Waste/Park & Ride Clean Up	90.58
29845	KING COUNTY FINANCE	March Adult/Juvenile Detention	6,510.00
29846	KING COUNTY FINANCE	March Adult/Juv. Detention Booking Svcs	38,210.40
29847	SOUND PUBLISHING, INC.	Bothell/Kenmore Reporter Advertising	190.53
29848	KING COUNTY TREASURY	Property Taxes	33,246.11
29849	NORTHSHORE UTILITY DIST	March Vehicle Maint./Fuel & Utility Bills	3,257.21
29850	OFFICE DEPOT	Office Supplies/ Toner/ Paper	807.54
29851	PACIFIC TOPSOILS	2/27-3/27 Vegetation Disposal	466.55
29852	PUGET SOUND ENERGY	March Street Lights/ Electricity/ Signals	12,917.31
29853	CEMEX	Pothole Repair Materials	57.49
29854	SEATTLE TIMES	Legal Notices	913.58
29855	TOTAL LANDSCAPE CORP	City Hall/ Parks/ Park & Ride Landscaping	5,462.51
29856	UNITED STATES POSTMASTER	Newsletter Postage	1,561.12
29857	WA CITIES INSURANCE AUTHORITY	Training Cancellation Fee	50.00
29858	WASHINGTON MUNICIPAL CLERKS ASSOC	Annual Dues	75.00
29859	AURORA RENTS	Equip. Rentals for Park & Ride Clean Up	288.42
29860	MAIL FINANCE	5/14-6/13 Postage Machine Lease	250.76
29861	GLOCK PROFESSIONAL, INC	Armorer's Course - Police Training (2)	390.00
29862	BANNER BANK LD	Supplies, Web/Media Svcs, Fed Ex	506.96
29863	BANNER BANK CS	Promotional Information, Ammunition	429.22
29864	BANNER BANK NO	Bus. Incubator Conference Registration	1,529.46
29865	BANNER BANK JG	I-pad Keyboard, Supplies, Microphone	62.70
29866	CASCADE RECREATION, INC	Memorial Bench Repair & Plaque	427.05
29867	TOPIA TECHNOLOGY/ BIS	April Web Hosting	200.00
29868	BANNER BANK KENMORE	Monitor, Supplies, Web Svcs	987.90
29869	BANNER BANK KENMORE	Training Registration, Supplies	743.59
29870	BANNER BANK JGORDON	Display Board, Volunteer Tools	2,287.55
29871	JACOBS ENGINEERING GROUP	1/25-2/21 W. Samm. Bridge 13-C	32,625.95
29872	ALCALDE & FAY	2/15-3/15 Gov't. Affairs Consulting	5,378.75
29873	ZUMAR	Reflective Tape for Crossing Flags	131.37
29874	VOID	VOID	-
29875	COMCAST	4/14-5/13 City Hall Internet Service	130.80
29876	PASSPORT TRAVEL AND TOURS	Airfare/National Bus Incubator Conf.	540.00
29877	WALL, JOHN	Boat Launch Restroom Locks	1,792.84
29878	TOWNE CENTRE HARDWARE	March City Hall & Parks Supplies	137.94
29879	FIRE PROTECTION, INC	Fire Alarm Monitoring Annual Fees	959.22
29880	INTEGRA TELECOM	4/8-5/7 City Hall Phone Service	789.33
29881	SUSSMAN/PREJZA & CO, INC	Signage Fabrication Review	1,254.50
29882	SNOHOMISH COUNTY SHERIFF'S OFFICE	March Inmate Medical Billing	3,586.66
29883	BANNER BANK BH	Notary Stamp & Bldg. Dept. Stamp	80.65
29884	HARRIS COMPUTER SYSTEMS	Annual CityView Software Maintenance	7,105.83
29885	TRANE U.S. INC.	City Hall HVAC Preventative Maintenance	2,098.62
29886	CANTEEN REFRESHMENT SERVICES	Coffee Supplies	260.40
29887	FRAUSE	March Economic Dev./Media Relations	747.24
29888	BANNER BANK VAN NESS	Lodging, Registration, Meals	1,871.60
29889	BANNER BANK BAKER	Lodging, Registration, Transportation	3,379.07
29890	JOYCE ZIKER PARKINSON	March Legal Advice/Lk WA Sed./K.V.	5,212.50
29891	BANNER BANK PS	Supplies	86.33

29892	KENMORE COMMERCIAL LLC	May Incubator Bldg. Lease Pymt	3,281.00
29893	WASHINGTON TOURISM ALLIANCE	Membership Apr. 2014 - Mar. 2015	500.00
29894	UTILITIES UNDERGROUND LOCATION CTR	March Utility Locates	98.04
29895	CONTOUR FENCE CO. INC.	73rd Ave. Fence Repairs	2,318.12
29896	NORTHWEST LANDSCAPE SERVICES	April SR522 Landscape Services	1,199.81
29897	PHAM, NY THI	Statutory Eval. Allowance for Easements	500.00
29898	LANGUAGE LINE SERVICES, INC.	Translation of Skate Park Sign	182.22
29899	SCHUMACHER, JAMIE	Security Deposit Return-Kenmore Fitness	2,710.25
29900	SAMYN, DR. JEFFREY	Facility Rental Deposit Refund	250.00
29901	BAYE ENTERPRISES, INC.	Refinish Upstairs Lateral File	833.30
29902	COMPUCOM	Adobe Creative Suite 6 Design	1,164.14
29903	COASTWIDE LABORATORIES	Boat Launch Restroom Supplies	10.08
211257	EMILIE WICKER	Payroll Check	442.94
4/18/2014	PAYROLL	Direct Deposit	65,834.09
			<u>\$ 467,631.48</u>

2014	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2014
	A+ CONFERENCING		46.40
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		113.88
	ACTION ENTERTAINMENT		395.00
	AFLAC		1,536.81
	ALCALDE & FAY		10,029.38
	ALPHAGRAPHS US718		162.47
	AMERICAN GENERAL		1,305.18
	AMERICAN PLANNING ASSOCIATION		1,540.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	ANDERSON, LAURI		142.38
	ARTS OF KENMORE		100.00
	ASSOCIATION OF WA CITIES		14,389.00
	AURORA RENTS		380.29
	AV CAPTURE ALL, INC.		2,176.87
	AWC EMPLOYEE BENEFITS		113,307.03
	BAKER, DAVID		975.76
	BANK OF AMERICA 941		82,033.53
	BANNER BANK BAKER		2,898.45
	BANNER BANK BH		706.15
	BANNER BANK CS		1,416.05
	BANNER BANK DB		972.95
	BANNER BANK JG		1,338.79
	BANNER BANK JGORDON		4,274.38
	BANNER BANK KENMORE		8,245.65
	BANNER BANK LD		1,324.75
	BANNER BANK NO		2,348.14
	BANNER BANK PS		1,151.80
	BANNER BANK ROGERS		1,726.68
	BANNER BANK VAN NESS		1,720.11
	BASTYR UNIVERSITY		50,000.00
	BINW		1,138.63
	BIOBAG AMERICAS INC.		710.83
	BRIEN, GAYLYNN		100.00
	BUENA VISTA SERVICES, INC.		990.00
	BUILDERS EXCHANGE OF WASHINGTON INC		45.70
	BULGER SAFE & LOCK, INC.		356.48
	CANTEEN REFRESHMENT SERVICES		1,136.20
	CASCADE PEST CONTROL		427.05
	CEMEX		865.36
	CITY OF BELLEVUE		35,012.01
	CITY OF KENMORE		988,899.41
	CITY OF KENMORE FS		1,392.90
	CITY OF LAKE FOREST PARK		142,736.99
	CITY OF SHORELINE		640.40
	CITYWORKS/ AZTECA SYSTEMS INC.		9,995.00
	CLARITY SIGNS		394.20
	CLK CONSTRUCTION LLC		3,171.48
	COASTAL WEAR PRODUCTS INC		1,356.71
	COASTWIDE LABORATORIES		712.22
	CODE PUBLISHING COMPANY		350.00
	COLUMBIA BANK		9,863.82

COLUMBIA RIDGE LANDFILL	739.61
COMCAST	911.82
CONSOLIDATED PRESS	718.77
CPS CONSTRUCTION LLC	4,000.00
CULLEY, AMBERLY	2,250.00
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	67.76
DAILY JOURNAL OF COMMERCE	656.50
DAY WIRELESS SYSTEMS	229.32
DEPARTMENT OF ECOLOGY	5,790.74
DEPARTMENT OF LABOR AND INDUSTRIES	5,706.54
DEPARTMENT OF RETIREMENT SYSTEMS	73,299.30
DRS 457	5,250.00
DURRANT, JEFF	167.75
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
EVERGREEN PRINT SOLUTIONS	741.14
FASTSIGNS	105.12
FERGUSON ENTERPRISES INC #1539	1,091.84
FIRST AMERICAN TITLE	2,541.15
FRAUSE	6,471.51
FRONTIER	2,932.40
FRUHLING SAND & TOPSOIL	231.45
GEOENGINEERS INC	8,017.75
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	11,057.91
GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAY & OSBORNE, INC	1,414.44
GREATER BOTHELL CHAMBER OF COMMERCE	25.00
HARRIS, LESLIE	2,500.00
HDR	80,319.63
HERBIG, NIGEL	149.79
HESTON VISUAL ARTS	700.80
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	750.00
HOME DEPOT CREDIT SERVICES	10.91
HOPELINK	11,437.50
HOUGH BECK & BAIRD INC	412.50
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	17,356.86
INDEPENDENT STATIONERS	410.41
INNOVAC	11,570.04
INSLEE, BEST, DOEZIE & RYDER, P.S.	43,398.05
INTEGRA TELECOM	2,355.99
iWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	32,296.04
JET CITY PRINTING	175.20
JOHN E. REID & ASSOCIATES	420.00
JOYCE ZIKER PARKINSON	3,975.00
KARLINSEY, ROB	528.08
KCDA PURCHASING COOP	80,068.85
KENMORE COMMERCIAL LLC	9,843.00
KENMORE ELEMENTARY PTA	2,000.00
KING COUNTY ANIMAL SVCS	1,055.00

KING COUNTY FINANCE	139,929.08
KING COUNTY FINANCE W.L.R.D.	2,182.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,852.42
KING COUNTY RADIO COMM SERVICES	271.95
KING COUNTY RECORDER'S OFFICE	549.00
KING COUNTY SHERIFF	9,461.45
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	630.41
KUSTOM SIGNALS, INC.	9,260.26
LIGHTHOUSE CONSULTING INC	11,521.32
MAIL FINANCE	1,003.04
MILLER STEPHENS, MARY	3,750.00
MINZGHOR, NICHOLAS	343.75
MR. T'S TROPHIES	288.42
MULVIHILL, MARJORIE	250.00
NATIONAL LIFE OF VERMONT	704.67
NATIONWIDE FINANCIAL 401a	59,205.46
NATIONWIDE RETIREMENT SOLUTIONS 457	1,570.00
NEW PIG	3,440.64
NORTH COAST ELECTRIC	1,154.78
NORTHSHORE FIRE DEPT	620.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11
NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	3,300.00
NORTHSHORE UTILITY DIST	9,231.10
NORTHWEST LANDSCAPE SERVICES	3,599.43
OFFICE DEPOT	2,223.18
OLYMPIC ENVIRONMENTAL RESOURCES INC	5,995.89
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00
OSBORN CONSULTING INC.	37,539.22
OUSLEY, NANCY	283.66
OVERLEESE, KRISTEN	103.86
PACIFIC TOPSOILS	3,203.91
PART WORKS INC	703.74
PAWS	2,145.00
PENDLETON, MICHAEL	3,253.14
PEOPLES STORAGE	552.00
PERTEET INC.	27,310.38
PETTY CASH CUSTODIAN	435.07
PHSI PURE WATER FINANCE	452.82
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	41,676.07
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	224.26
QUALITY BUSINESS SYSTEMS	1,455.28
REPUBLIC SERVICES	2,549.49
ROAD CONSTRUCTION NW, INC.	206,153.81
ROGERS, GLENN	64.96
RONGERUDE, JOHN	300.00
SARAH ROBERTS	20,604.00
SCHWARZWALTER, MARK	180.00

SEATTLE TIMES	2,630.41
SEES TREES AND EXCAVATION INC	700.80
SESAC	343.00
SHARAM FAMILY	3,484.30
SHRED-IT	204.19
SMITH, BRENT	68.32
SNOHOMISH COUNTY	3,764.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	1,407.82
SNOHOMISH COUNTY TREASURER/ SHERIFF	32,321.04
SOUND CITIES ASSOC	11,850.97
SOUND LAW CENTER	3,573.50
SOUND PUBLISHING, INC.	909.29
SPERRY, LAURIE	63.84
ST OF WA DEPT OF FISH & WILDLIFE	7,838.00
STATE OF FLORIDA DISBURSEMENT UNIT	1,650.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	11,000.00
SUSSMAN/PREJZA & CO, INC	196.25
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TOPIA TECHNOLOGY/ BIS	600.00
TOTAL LANDSCAPE CORP	15,467.73
TOWNE CENTRE HARDWARE	497.39
TRANE U.S. INC.	4,058.00
TRINITY CONTRACTORS, INC.	126,291.28
UNITED RENTALS NW, INC	1,232.03
UNITED STATES POSTMASTER	104.59
UNITED WAY OF KING COUNTY	1,368.00
UNIVERSAL FIELD SERVICES	12,087.52
UPS STORE	312.74
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	5,118.83
UTILITIES UNDERGROUND LOCATION CTR	228.33
VAN NESS, ALLAN	695.80
VERIZON WIRELESS	3,739.10
VERTICAL VISUAL SOLUTIONS INC.	6,030.71
WA ASSOC OF BUILDING OFFICIALS	600.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	140.00
WA CITIES INSURANCE AUTHORITY	186,493.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	300.00
WA STATE CONSOLIDATED TECH SVCS	525.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	3,056.91
WA WILDLIFE & RECREATION COALITION	125.00
WAGE WORKS	150.00
WEISBAND, BARRY	9,258.74
WELLS FARGO FINANCIAL	4,326.24
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WONDERLAND DEVELOPMENT	2,250.00
ZONAR SYSTEMS	525.33
	<u>3,121,829.82</u>

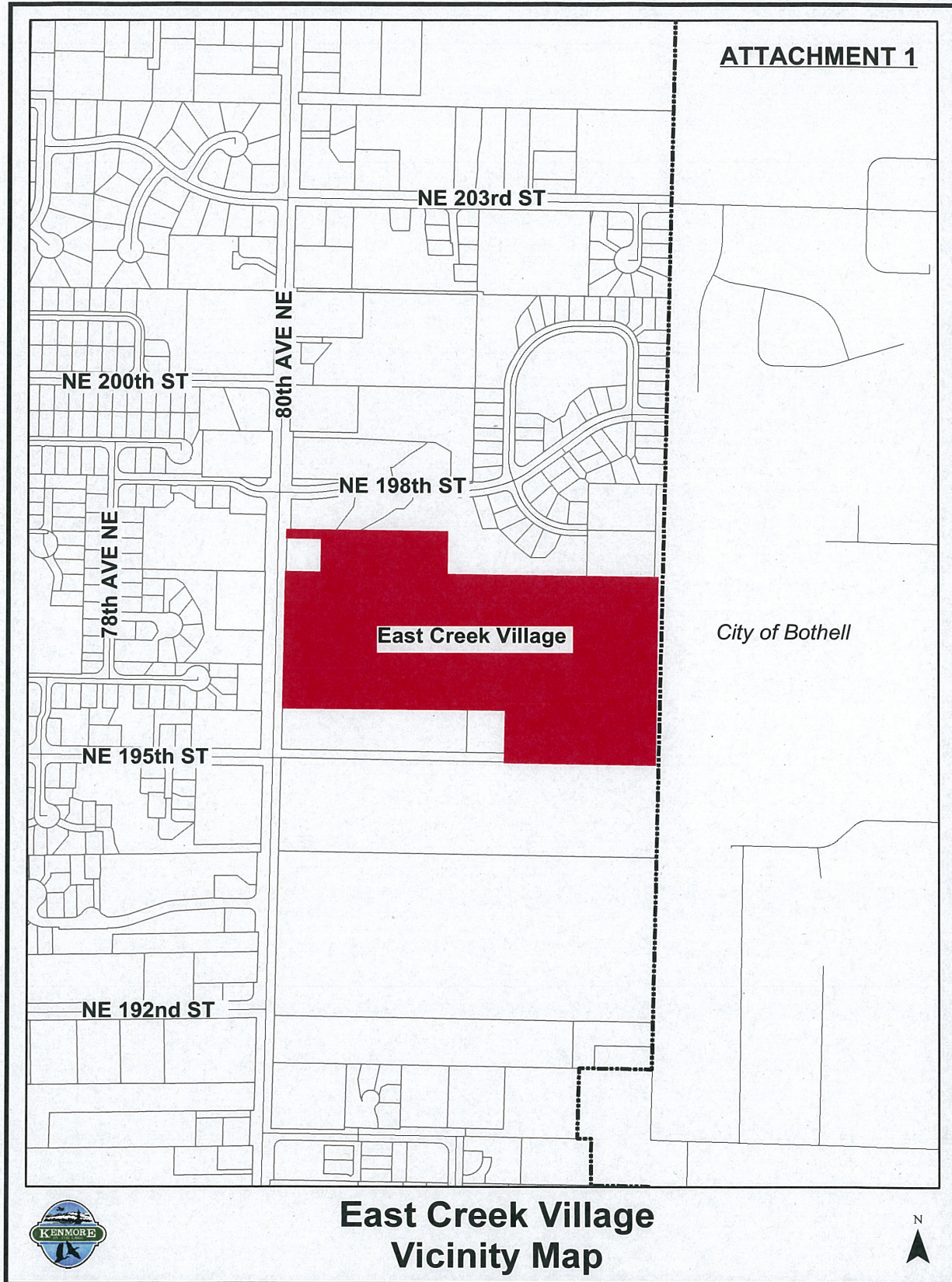
Subject/Topic: Authorization to apply for a Community Development Block Grant (CDBG) to partially fund design and installation of sidewalk improvements on the south side of NE 181st Street between 68th Avenue NE and 73rd Avenue NE.

ON 4/22/14
Jung 4/25/14
PSK

Exhibits/Attachments:**Appropriation Required \$0**

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

Subject/Topic: East Creek Village Final Plat – Resolution No. 14-234



ATTACHMENT 2

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 14-234

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR
THE EAST CREEK VILLAGE PLAT (File FLP2005-116)**

WHEREAS, the City Council desires to grant final plat approval for the East Creek Village Plat;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the East Creek Village Plat have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the East Creek Village Plat, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the East Creek Village Plat and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 12TH DAY OF MAY 2014.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

VOLUME/PAGE

EAST CREEK VILLAGE
BEING A PORTION OF THE SE1/4 OF THE NE1/4
SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN
CITY OF KENMORE, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE AND CONVEY SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELINQUISHING CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY OF KENMORE, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS, AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS:

William Sacriste
LENNAR NORTHWEST INC.
A DELAWARE CORPORATION
BY: WILLIAM SACRISTE
ITS: VICE PRESIDENT

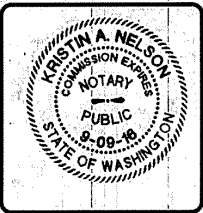
ACKNOWLEDGMENT
STATE OF Washington SS.

COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT William Sacriste IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Vice President OF LENNAR NORTHWEST INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 2nd DAY OF April, 2014.

Kristin A. Nelson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Federal Way
PRINTED NAME Kristin A. Nelson
COMMISSION EXPIRES 09-09-16



KING COUNTY APPROVALS
KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014.

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____
ACCOUNT NUMBERS 012604-9018, 012604-9102, 012604-9149, 012604-9023, 012604-9113, 012604-9038,
012604-9132, 012604-9124, 012604-9133 & 012604-9135

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL, THIS _____ DAY OF _____, 2014.

MANAGER, FINANCE DIVISION _____ DEPUTY _____

CITY OF KENMORE APPROVALS
DEVELOPMENT SERVICES
EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014.

DEVELOPMENT SERVICES DIRECTOR _____

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014.

CITY MANAGER _____

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2014.

CITY CLERK _____

CITY OF KENMORE FILE NO. FLP2005-116

LEGAL DESCRIPTION

PARCEL A:
THE EAST 430.80 FEET OF THE WEST 580.80 FEET OF THE SOUTH 150 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
AND THE NORTH 30 FEET OF THE SOUTH 150 FEET OF THE WEST 150 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF AS CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST ROAD RIGHT OF WAY BY DEED RECORDED UNDER RECORDING NUMBER 2954822.

PARCEL B:
THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2954822.

PARCEL C:
THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2954822.

PARCEL D:
THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 396 FEET;
AND EXCEPT THE SOUTH 165 FEET.

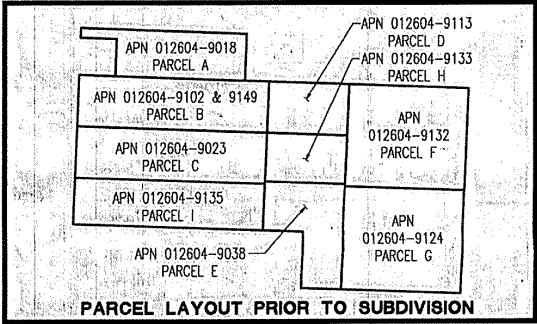
PARCEL E:
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 180 FEET OF THE WEST 132 FEET THEREOF;
AND EXCEPT THE EAST 396 FEET THEREOF;
TOGETHER WITH THE SOUTH 7.5 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 396 FEET THEREOF.

PARCEL F:
THE EAST 396 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

PARCEL G:
THE EAST 396 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

PARCEL H:
THE NORTH 157.50 FEET OF THE SOUTH 165 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 396 FEET THEREOF; AND

PARCEL I:
THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF AS CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST ROAD RIGHT OF WAY BY DEED RECORDED UNDER RECORDING NUMBER 2954822;
AND EXCEPT THE SOUTH 30 FEET THEREOF.



Barghausen Consulting Engineers, Inc.
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South Kent, WA 98032
Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NE1/4, SEC. 1, T26N-R4E, W.M.
SHEET 2 OF 5

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VOLUME/PAGE

EAST CREEK VILLAGE
BEING A PORTION OF THE SE1/4 OF THE NE1/4
SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN
CITY OF KENMORE, KING COUNTY, WASHINGTON

PLAT NOTES:

1. THE ARTICLES OF INCORPORATION FOR THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.

2. THE APPLICANT SHALL BE RESPONSIBLE FOR PAYMENT OF TRAFFIC IMPACT FEES. IMPACT FEES ARE ASSESSED AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF APPLICATION.

3. LOTS WITHIN THIS PLAT ARE SUBJECT TO SCHOOL IMPACT FEES. FIFTY PERCENT (50%) OF THE IMPACT FEES DUE FOR THE PLAT SHALL BE ASSESSED AND COLLECTED BY THE NORTHSORE SCHOOL DISTRICT PRIOR TO PLAT RECORDING. USING THE FEE SCHEDULES IN EFFECT WHEN THE PLAT RECEIVED FINAL APPROVAL. THE BALANCE OF THE ASSESSED FEE SHALL BE ALLOCATED EVENLY TO THE DWELLING UNITS IN THE PLAT AND SHALL BE COLLECTED BY THE SCHOOL DISTRICT PRIOR TO BUILDING PERMIT ISSUANCE.

4. TRACTS "A", "C", "D", "H" AND "I" ARE NATIVE GROWTH PROTECTION AREA (NGPA)/SENSITIVE AREAS. TRACTS AND ARE HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MONITORING OF POTENTIAL VIOLATIONS OF THE USES OF THE TRACT ALONG WITH ANY NECESSARY MAINTENANCE. SHOULD THE HOMEOWNERS' ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THEN THE LOT OWNERS OF ALL LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS. ANY PORTION OF A WETLAND OR WETLAND BUFFER IN NGPA TRACTS THAT ARE TEMPORARILY AFFECTED POST-CONSTRUCTION BY MAINTENANCE OR REPAIRS TO UTILITY LINES MUST BE REPLANTED WITH NATIVE SHRUBS SIMILAR TO THOSE REMOVED, SUBJECT TO APPROVAL FROM THE CITY OF KENMORE. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER THE SOUTH FIVE (5) FEET OF TRACT "C" AND OVER THE NORTH FIVE (5) FEET OF TRACT "D" FOR THE PURPOSE OF MAINTAINING RETAINING WALLS IN THOSE LOCATIONS.

5. TRACT "B" IS A STORM DRAINAGE TRACT AND IS HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SURFACE IMPROVEMENTS AS NOTED IN THE "PUBLIC DRAINAGE EASEMENT AND COVENANT" NOTE, BELOW RIGHT. A PUBLIC DRAINAGE EASEMENT OVER ENTIRE TRACT "B" IS GRANTED TO THE CITY OF KENMORE.

6. TRACT "E" IS A RECREATION TRACT AND IS HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT. SHOULD THE HOMEOWNERS' ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT "E", THEN THE LOT OWNERS OF ALL LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

7. TRACT "F" IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 4 THROUGH 10, AND IS HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION FOR OWNERSHIP AND MAINTENANCE UPON THE RECORDING OF THIS PLAT. AN EASEMENT OVER ENTIRE TRACT "F" IS HEREBY GRANTED TO NORTHSORE UTILITY DISTRICT FOR MAINTENANCE OF THE WATER AND SEWER FACILITIES WHICH LIE WITHIN TRACT "F". ADDITIONALLY, AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER ENTIRE TRACT "F" FOR MAINTENANCE OF THE STORM DRAINAGE FACILITIES LOCATED WITH SAID TRACT.

8. TRACT "G" IS A PRIVATE JOINT USE DRIVEWAY TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 17 AND 19, AND IS HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION FOR OWNERSHIP AND MAINTENANCE UPON THE RECORDING OF THIS PLAT. AN EASEMENT IS HEREBY GRANTED OVER ENTIRE TRACT "G" TO NORTHSORE UTILITY DISTRICT FOR MAINTENANCE OF THE WATER AND SEWER FACILITIES WHICH LIE WITHIN TRACT "G". ADDITIONALLY, AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER ENTIRE TRACT "G" FOR MAINTENANCE OF THE STORM DRAINAGE FACILITIES LOCATED WITH SAID TRACT.

9. TRACT "J" IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 41 THROUGH 45, AND IS HEREBY DEDICATED TO THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION FOR OWNERSHIP AND MAINTENANCE UPON THE RECORDING OF THIS PLAT. AN EASEMENT OVER ENTIRE TRACT "J" IS HEREBY GRANTED TO NORTHSORE UTILITY DISTRICT FOR MAINTENANCE OF THE WATER AND SEWER FACILITIES WHICH LIE WITHIN TRACT "J". ADDITIONALLY, AN EASEMENT IS HEREBY GRANTED TO THE CITY OF KENMORE OVER ENTIRE TRACT "J" FOR MAINTENANCE OF THE STORM DRAINAGE FACILITIES LOCATED WITH SAID TRACT.

10. THE APPLICANT SHALL BE RESPONSIBLE FOR PAYMENT OF PARK IMPACT FEES. IMPACT FEES ARE ASSESSED AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO THE IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF APPLICATION.

11. ALL PRIVATE STORM DRAINAGE EASEMENTS (PSDE) SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE HEREBY CONVEYED TO THE LOT OWNER WHO BENEFITS FROM THE EASEMENT. DETAILS REGARDING THE LOCATION OF DRAINAGE FACILITIES WITHIN THE PSDE ARE SHOWN ON THE ENGINEERING PLANS IDENTIFIED IN THE DOWNSPOUT NOTE, AT RIGHT.

THE PSDE WITHIN LOTS 1 THROUGH 3 IS FOR THE BENEFIT OF LOTS 2 AND 3.
THE PSDE WITHIN LOT 5 IS FOR THE BENEFIT OF LOTS 4 AND 6.
THE PSDE WITHIN LOTS 7 AND 8 IS FOR THE BENEFIT OF LOTS 9 AND 9.
THE PSDE WITHIN LOTS 12 THROUGH 17 IS FOR THE BENEFIT OF LOTS 11 THROUGH 18.
THE PSDE WITHIN LOTS 20 THROUGH 23 IS FOR THE BENEFIT OF LOTS 21 THROUGH 24.
THE PSDE WITHIN LOT 25 IS FOR THE BENEFIT OF LOT 26.
THE PSDE WITHIN LOT 28 IS FOR THE BENEFIT OF LOT 29.
THE PSDE WITHIN LOTS 30 AND 31 IS FOR THE BENEFIT OF LOTS 31 AND 32.
THE PSDE WITHIN LOTS 34 IS FOR THE BENEFIT OF LOT 33.
THE PSDE WITHIN LOTS 36 AND 37 IS FOR THE BENEFIT OF LOTS 35 AND 36.
THE PSDE WITHIN LOTS 39 AND 40 IS FOR THE BENEFIT OF LOTS 38 AND 39.
THE PSDE WITHIN LOTS 43 THROUGH 45 IS FOR THE BENEFIT OF LOTS 42 THROUGH 44.
THE PSDE WITHIN LOT 47 IS FOR THE BENEFIT OF LOT 46.
THE PSDE WITHIN LOT 52 IS FOR THE BENEFIT OF LOT 51.
THE PSDE WITHIN LOTS 49 AND 50 IS FOR THE BENEFIT OF LOTS 48 AND 49.
THE PSDE WITHIN LOTS 54 THROUGH 59 IS FOR THE BENEFIT OF LOTS 53 THROUGH 58.

12. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHT, OFF STREET PARKING PROVISIONS, AND MAXIMUM IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.

13. THE STREET TREES AND/OR REPLACEMENT TREES PLANTED AS A CONDITION OF PLAT APPROVAL, SHALL BE PLANTED ACCORDING TO THE APPROVED LANDSCAPE PLANS ON FILE WITH THE CITY OF KENMORE. THE STREET TREES AND/OR REPLACEMENT TREES PLANTED WITHIN THE PLANTER ISLANDS (IF ANY) WITHIN THE CUL-DE-SACS OR WITHIN THE PUBLIC RIGHT OF WAYS WHICH ABUT THE PRIVATE TRACTS WITHIN THIS PLAT SHALL BE OWNED AND MAINTAINED BY THE EAST CREEK VILLAGE HOMEOWNERS' ASSOCIATION. THE STREET TREES AND/OR REPLACEMENT TREES PLANTED WITHIN PUBLIC RIGHT OF WAYS WHICH ABUT THE LOTS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS.

14. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE ON FILE WITH CITY OF KENMORE. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE CITY OF KENMORE.

15. ALL LOTS ARE REQUIRED TO BE REVIEWED AT THE TIME OF BUILDING PERMIT APPLICATION TO CONFIRM SPRINKLER SYSTEM REQUIREMENTS.

16. THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) AS RECORDED UNDER RECORDING NO.

17. COMPLIANCE WITH ROAD STANDARDS FOR DRIVEWAYS TO INDIVIDUAL LOTS WILL BE REVIEWED AT THE TIME OF BUILDING PERMIT APPLICATION. NEW RESIDENTIAL DRIVEWAYS SHALL CONFORM TO ADOPTED CITY CODE AND ROAD STANDARDS. NO DIRECT DRIVEWAY ACCESS ONTO BOTH AVENUE NE SHALL BE PERMITTED.

18. RETAINING WALLS LOCATED ON LOTS OR IN TRACTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR TRACT, EXCEPT FOR THE RETAINING WALLS LOCATED ALONG ROAD "A" WITHIN TRACTS "C" AND "D", WHICH SHALL BE MAINTAINED BY THE CITY OF KENMORE (SEE PLAT NOTE 4).

19. TREES PLANTED ON THE LOTS BY THE DEVELOPER AT THE TIME OF HOME BUILDING ARE DESIGNATED "REPLACEMENT TREES" PER CITY OF KENMORE REQUIREMENTS. THESE TREES SHALL NOT BE REMOVED BY THE LOT OWNER WITHOUT WRITTEN PERMISSION FROM THE CITY OF KENMORE (UNLESS AN EMERGENCY CONDITION IS PRESENT), AND THESE TREES SHALL BE MAINTAINED BY THE LOT OWNER IN A HEALTHY CONDITION. AN EASEMENT IS HEREBY GRANTED TO THE HOMEOWNERS' ASSOCIATION AS REASONABLY NECESSARY FOR PURPOSES OF GAINING ACCESS TO AND MAINTAINING THESE TREES SHOULD THE LOT OWNER FAIL TO MAINTAIN THEM. THIS EASEMENT SHALL ENDURE FOR THE DURATION OF ANY MAINTENANCE BOND REQUIRED BY THE CITY FOR THE REPLACEMENT TREES.

20. THE TEMPORARY TURNAROUND EASEMENT WITHIN LOTS 29 THROUGH 32 IS FOR THE BENEFIT OF THE PUBLIC AND SHALL BE EXTINGUISHED AUTOMATICALLY WHEN THE ROAD IS EXTENDED. THE CITY OF KENMORE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ASPHALT SURFACE WITHIN THE TEMPORARY TURNAROUND. ONCE THE ROAD IS EXTENDED, IT SHALL BE THE RESPONSIBILITY OF THE FUTURE DEVELOPER TO RESTORE THE AREA PER THE ROAD SECTION SHOWN ON THE APPROVED ENGINEERING DRAWINGS PER CITY OF KENMORE FILE PRJ2005-116.

BUILDING SETBACK NOTE

LOTS ABUTTING A NGPA/SENSITIVE AREA TRACT SHALL MEET THE SENSITIVE AREA BUILDING SETBACK REQUIREMENTS PER KENMORE MUNICIPAL CODE 18.55, UNLESS OTHERWISE APPROVED BY THE CITY.

DOWNSPOUT NOTE

ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF KENMORE, OR ITS SUCCESSOR AGENCY. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH THE PLANS ON FILE. ALL INDIVIDUAL STUB-OUTS AND INFILTRATION SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER.

EASEMENTS AND RESERVATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF KENMORE, PUGET SOUND ENERGY, INC., FRONTIER, COMCAST AND NORTHSORE UTILITY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS, LYING PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTAGES AS GRAPHICALLY DEPICTED ON SHEETS 4 AND 5, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION, PUBLIC AND PRIVATE STORM DRAINAGE, PRIVATE WATER SERVICES, SIDE SEWER STUBS AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT TO A BUILDING.

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET ALONG THE REAR LOT LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURE OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

RESTRICTIONS FOR SENSITIVE AREA TRACTS AND SENSITIVE AREAS AND BUFFERS

DEDICATION OF A SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPERS OF THE LAND SUBJECT TO THE TRACT/SENSITIVE AREA AND BUFFER THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF KENMORE, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF KENMORE OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW.

THE COMMON BOUNDARY BETWEEN THE TRACT/SENSITIVE AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY OF KENMORE PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

NO BUILDING FOUNDATIONS ARE ALLOWED WITHIN THE REQUIRED 15-FOOT BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

TITLE NOTES:

PER NEXTITLE PLAT CERTIFICATE ORDER NO. NXWA-0116082 DATED MARCH 14, 2014, AND ALL SUPPLEMENTALS THEREOF.

1-10. NOT APPLICABLE TO BE SHOWN ON SURVEY.

11. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED: JULY 16, 1913, UNDER RECORDING NO. 877029.

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: NORTHEAST LAKE WASHINGTON SEWER & WATER DISTRICT
PURPOSE: SANITARY SEWERS
RECORDED: MARCH 12, 1992
RECORDING NUMBER: 9203121512
SAID INSTRUMENT INCLUDES A TEMPORARY EASEMENT OVER 30 FEET IN WIDTH, AS DESCRIBED IN SAID INSTRUMENT. (PLOTTED HEREON)

13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY
RECORDED: SEPTEMBER 25, 2013
RECORDING NUMBER: 20130925000272
(PLOTTED HEREON)

14. NOT APPLICABLE TO BE SHOWN ON SURVEY.

15. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: NORTHSORE UTILITY DISTRICT
PURPOSE: WATER LINES WITH NECESSARY APPURTENANCES
RECORDED: FEBRUARY 14, 2014
RECORDING NUMBER: 20140214000704
(THIS EASEMENT ENCUMBERS TRACTS "F", "G" & "J" IN THEIR ENTIRETY)

16. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: NORTHSORE UTILITY DISTRICT
PURPOSE: SEWER LINES WITH NECESSARY APPURTENANCES
RECORDED: FEBRUARY 14, 2014
RECORDING NUMBER: 20140214000705
(THIS EASEMENT ENCUMBERS TRACTS "F", "G" & "J" IN THEIR ENTIRETY)

17. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED: MAY 29, 1918, UNDER RECORDING NO. 1217652.

18. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION LINES
RECORDED: SEPTEMBER 25, 1942
RECORDING NUMBER: 3266807
(NOT-PLOTTABLE)

19. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE
RECORDED: OCTOBER 6, 1992
RECORDING NUMBER: 5493511
(NOT-PLOTTABLE)

20. GEOLOGICAL HAZARDOUS AREAS COVENANT AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: JUNE 21, 2013, UNDER RECORDING NO. 20130621000498.

21. NOTICE ON TITLE REGARDING WETLAND ALTERATION AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: JUNE 26, 2013, UNDER RECORDING NO. 20130626001568.

PUBLIC DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO CITY OF KENMORE, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY CITY OF KENMORE, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN.

NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY CITY OF KENMORE, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER. THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM CITY OF KENMORE, AND ANY REQUIRED PERMITS FROM THE CITY OF KENMORE FOR ACTIVITIES SUCH AS PLACEMENT OF STRUCTURES, CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

JOB NO. 15851



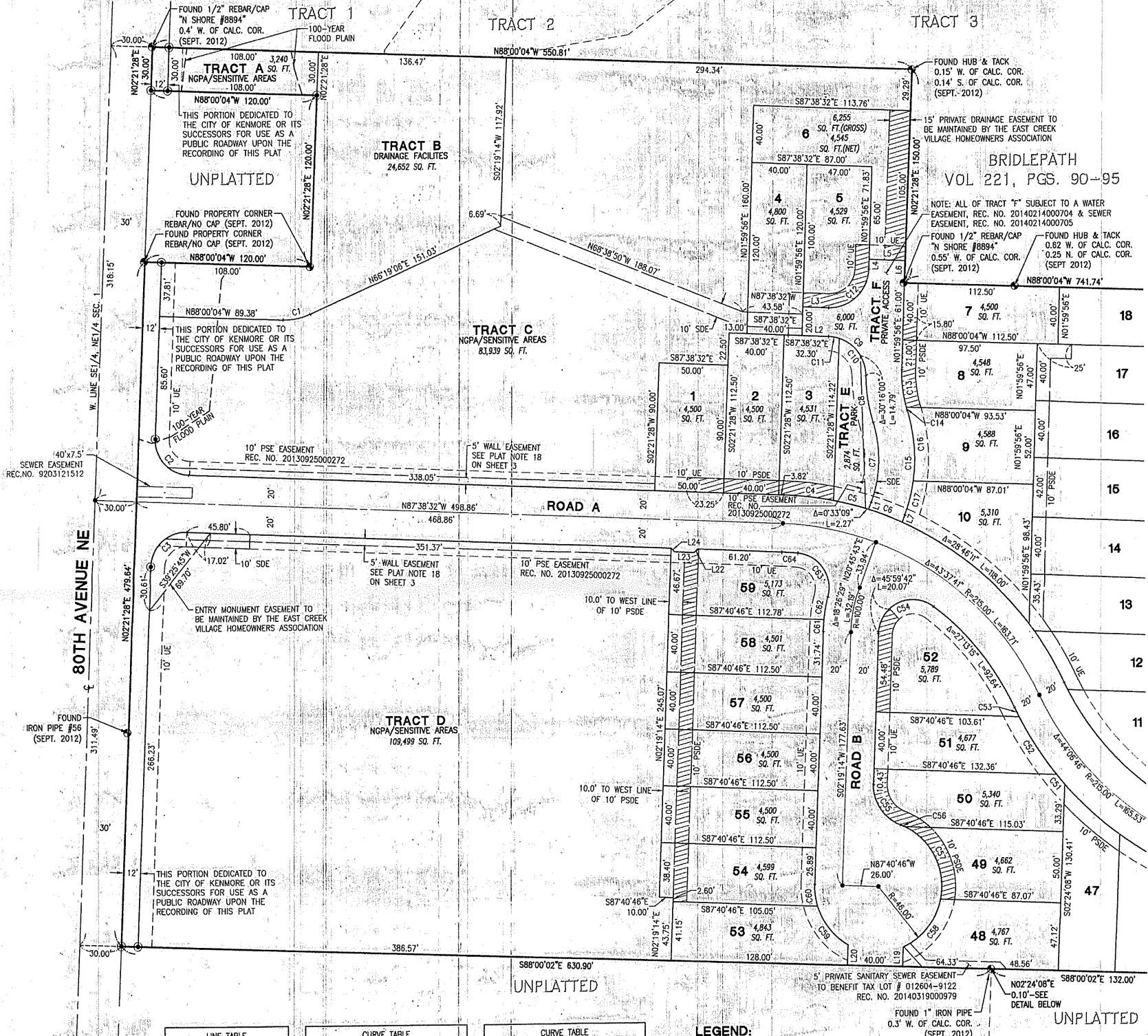
Barghausen Consulting Engineers, Inc.
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South, Kent, WA, 98032
Telephone: (425) 251-6222 Fax: (425) 251-8782

SE1/4 OF NE1/4, SEC. 1, T26N-R4E, W.M.

SHEET 3 OF 5

CITY OF KENMORE FILE NO. FLP2005-116

EAST CREEK VILLAGE
BEING A PORTION OF THE SE1/4 OF THE NE1/4
SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN
CITY OF KENMORE, KING COUNTY, WASHINGTON

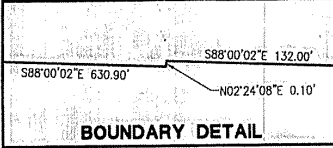


LINE TABLE		
LINE #	LENGTH	BEARING
L1	5.36'	N20°45'43"E
L2	19.30'	S87°38'32"E
L3	18.82'	S87°38'32"E
L4	6.82'	S1°59'56"W
L5	26.10'	S87°38'32"E
L6	15.71'	N2°21'28"E
L7	5.36'	N20°45'43"E
L19	13.66'	S2°19'14"W
L20	14.36'	S2°19'14"W
L22	3.54'	N47°21'28"E
L23	14.29'	N87°38'32"W
L24	3.54'	N42°38'32"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.17'	45.00'	25°40'50"
C2	39.27'	25.00'	90°00'00"
C3	39.27'	25.00'	90°00'00"
C4	36.33'	235.00'	8°51'27"
C5	26.15'	235.00'	6°22'32"
C6	26.01'	235.00'	6°20'32"
C7	57.68'	87.00'	37°59'09"
C8	33.15'	113.00'	16°48'24"
C9	42.63'	28.00'	87°13'29"
C10	34.83'	28.00'	71°15'51"
C11	7.80'	28.00'	15°57'38"
C12	44.16'	28.00'	90°21'32"
C13	26.40'	87.00'	17°23'07"
C14	2.79'	87.00'	1°50'15"
C15	74.92'	113.00'	37°59'09"
C16	50.08'	113.00'	25°23'37"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C17	24.83'	113.00'	12°35'33"
C51	9.16'	235.00'	2°13'56"
C52	49.35'	235.00'	12°01'53"
C53	7.20'	235.00'	1°45'18"
C54	54.48'	25.00'	124°50'55"
C55	37.49'	30.00'	71°35'29"
C56	3.18'	46.00'	3°57'38"
C57	61.79'	46.00'	76°57'57"
C58	44.63'	46.00'	55°35'00"
C59	35.62'	46.00'	44°21'51"
C60	15.39'	46.00'	19°10'15"
C61	8.27'	120.00'	3°56'50"
C62	16.38'	120.00'	7°49'08"
C63	42.90'	25.00'	98°19'51"
C64	11.56'	195.00'	3°23'53"

- LEGEND:**
- CITY OF KENMORE STANDARD ROAD MONUMENT TO BE SET WHEN CONSTRUCTION IS COMPLETED
 - SET REBAR/CAP "DCE 46315" FOR EXTERNAL PROPERTY CORNERS AND PROPOSED RIGHT-OF-WAY LINE OF 80TH AVENUE NE
 - UE UTILITY EASEMENT (SEE "EASEMENTS AND RESERVATIONS" ON SHEET 3)
 - SDE PUBLIC STORM DRAINAGE EASEMENT (SEE "PUBLIC DRAINAGE EASEMENT AND COVENANT" NOTE ON SHEET 3)
 - PSDE PRIVATE STORM DRAINAGE EASEMENT (HATCHED AREA) (SEE NOTE 11 ON SHEET 3)
 - PSE PUGET SOUND ENERGY



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SE1/4 OF NE1/4, SEC. 1, T26N-R4E, W.M.
SHEET 4 OF 5

CITY OF KENMORE FILE NO. FLP2005-116



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

Subject/Topic: Authorize City Manager to Execute Contract 14-C1261, an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations Proposed Council Action/Motion: Motion to Authorize City Manager to Execute Contract 14-C1261, an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations	For Council Meeting Agenda of: <u>May 12, 2014</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson, Development Services Director</u> <u>Initial & Date</u> Approved by Department Head: <u>[Signature] 4/29/14</u> Approved by City Attorney: <u>V. R. K.</u> Approved by Finance Director: <u>[Signature] 4/21/14</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$NA</td> <td style="width: 33%; border: none;">Amount Budgeted \$NA</td> <td style="width: 33%; border: none;">Appropriation Required \$NA</td> </tr> </table>		Expenditure Required \$NA	Amount Budgeted \$NA	Appropriation Required \$NA
Expenditure Required \$NA	Amount Budgeted \$NA	Appropriation Required \$NA		
<u>INFORMATION/BACKGROUND:</u> Puget Sound Clean Air Agency is a special-purpose, regional government agency. Their role is to ensure clean and healthy air throughout King, Kitsap, Pierce and Snohomish Counties. Kenmore is located within Puget Sound Clean Air Agency's boundaries. Activities they regulate, include but are not limited to, asbestos abatement during building demolitions or remodels, outdoor fires, mobile spray coaters working on small vehicle repairs that require paint touch-up, gas station gasoline vapors, and generally improving neighborhood air quality. Puget Sound Clean Air Agency has adopted regulations to control the emission of air contaminants from all sources within the agency's jurisdiction, to provide for the uniform administration and enforcement, and to carry out the requirements and purposes of the Washington Clean Air Act and the Federal Clean Air Act. With respect to odor, in order to take enforcement action Puget Sound Clean Air Agency must have an inspector or duly authorized representative document the odor level and source of the odor as well as get an affidavit from the person filing the complaint. Odor levels range from 0-4, with level 0 being no odor detected to level 4, where the odor is so strong that a person does not want to remain present. The affidavit from the person making the complaint must demonstrate that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property. Unfortunately, Puget Sound Clean Air Agency's inspectors are not always able to respond in time to detect or verify an odor complaint. As such this interlocal agreement would allow a City of Kenmore employee to act as a duly authorized representative and conduct odor complaint investigations on behalf of Puget Sound Clean Air				

Agency.

Given that (1) promoting and enforcing air quality is the primary responsibility of Puget Sound Clean Air Agency and not of Kenmore, (2) Kenmore is not mandated by State Law to investigate or enforce air quality complaints on behalf of the Puget Sound Clean Air Agency, (3) Kenmore has limited resources, and (4) the full impact and workload requirement for Kenmore to handle air quality complaint investigations is unknown, this agreement should be considered a temporary trial arrangement with a fixed end date and with the right of Kenmore or the Puget Sound Clean Air Agency to terminate this Agreement at any time within the parameters within the Agreement.

Staff recommends entering into an Interlocal Agreement with Puget Sound Clean Air Agency for an initial period of six months. During or following this period the City will evaluate whether or not to extend the agreement. Also during this period Puget Sound Clean Air Agency may still respond to and investigate air quality complaints within Kenmore.

Kenmore will be authorized, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion on the Kenmore City Manager or his/her designee, and on behalf of the Puget Sound Clean Air Agency, to conduct odor complaint investigation activities detailed in the Agreement.

As the City of Kenmore employee completes the investigation, the documentation is submitted to the Puget Sound Clean Air Agency. Puget Sound Clean Air Agency then determines whether or not to initiate any enforcement action. The City of Kenmore will not be responsible for enforcement action related to odor or air quality complaints. The cost of any enforcement action taken as a result of the investigation shall be borne exclusively by the Puget Sound Clean Air Agency.

FISCAL CONSIDERATION:

Resources needed to respond and conduct odor complaint investigations.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To continue to improve the quality of life throughout the City.

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**INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR
COMPLAINT INVESTIGATIONS**

City of Kenmore Contract No. 14-C1261

THIS INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR COMPLAINT INVESTIGATIONS is made and entered into on this ____ day of March, 2014, by and between the City of Kenmore [hereinafter "Kenmore"], a municipal corporation, and the Puget Sound Clean Air Agency [hereinafter "PSCAA"], a multicounty public agency.

RECITALS:

A. The PSCAA is a multicounty air pollution control agency organized and activated in accordance with Chapter 70.94 RCW. Kenmore is located within the boundaries and the jurisdiction of the PSCAA.

B. The purpose and the public policy of the PSCAA is to secure and maintain such levels of air quality as will protect human health and safety, to prevent injury to plant and animal life and property, and to foster the comfort and convenience of the area's inhabitants.

C. Pursuant to the authority of RCW 70.94.141, the PSCAA has previously adopted Regulation 1 to control the emission of air contaminants from all sources within the agency's jurisdiction, to provide for the uniform administration and enforcement of said Regulation, and to carry out the requirements and purposes of the Washington Clean Air Act and the Federal Clean Air Act.

D. Section 9.11 of said Regulation 1 states, in part, as follows:

- (b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:
 - (1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:
 - level 0 - no odor detected;
 - level 1 - odor barely detected;
 - level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
 - level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
 - level 4 - odor is so strong that a person does not want to remain present.
 - (2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and
 - (3) The source of the odor.

E. Kenmore and the PSCAA have determined that their mutual goal of ensuring clean air for Kenmore's citizens would be more efficiently attained if some of the odor complaint investigations described in Regulation 1, Section 9.11 (b) could be conducted by Kenmore within its jurisdiction, on behalf of the PSCAA.

F. Kenmore and the PSCAA are desirous of entering into an agreement to memorialize the terms and conditions under which Kenmore may conduct said odor complaint investigations on behalf of the PSCAA. In compliance with and under the authority of Chapter 39.34, RCW, the purpose of this Agreement is to specify said terms and conditions.

G. Given that (1) promoting and enforcing air quality is the primary responsibility of the PSCAA and not of Kenmore, (2) Kenmore is not mandated by State Law to investigate or enforce air quality complaints on behalf of the PSCAA, (3) Kenmore has limited resources, and (4) the full impact and workload requirement for Kenmore to handle air quality complaint investigations is unknown, this Agreement should be considered a temporary trial arrangement with a fixed end date and with the right of Kenmore or the PSCAA to terminate this Agreement at any time within the parameters set forth below.

Now, therefore, in consideration of the mutual promises made herein, it is hereby agreed as follows by the parties:

1. Odor Complaint Investigations. The PSCAA hereby authorizes Kenmore, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion of the Kenmore City Manager or his/her designee, and on behalf of the PSCAA, to conduct odor complaint investigation activities detailed in Regulation 1, Section 9.11(b) of the PSCAA, including but not limited to:

1.1 Quantifying the odor detected according to the following scale, on a written form furnished by the PSCAA:

- level 0 - no odor detected;
- level 1 - odor barely detected;
- level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
- level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
- level 4 - odor is so strong that a person does not want to remain present.

1.2 Interviewing the complainant(s) and obtaining from him/her/them a signed affidavit or other formal statement which describes the odor, the source of the emission, the person who the complainant believes is responsible for causing or allowing the odor, and distress or ill effects caused by the odor. Said affidavit or statement shall be completed on a form furnished to Kenmore by the PSCAA.

1.3 Determining and documenting the source of the odor, to the best of Kenmore's knowledge.

1.4 Prior to any investigation conducted by Kenmore, PSCAA shall provide all necessary training to Kenmore personnel who are tasked with conducting such investigations.

2. Submittal to PSCAA. With respect to each individual complaint, at such time as Kenmore has completed the investigation activities described in Section 1 above, Kenmore shall submit to the PSCAA any written documentation pertaining to said complaint. In its sole discretion, the PSCAA shall then determine whether or not to initiate any enforcement action.

3. Other Remedies. Nothing in this Agreement shall be construed to impair any cause of action or legal remedy which Kenmore may have for injury or damages arising from the emission of any odor in such place, manner or concentration as to constitute air pollution or a nuisance.

4. Agency Authority. Except as otherwise provided herein, neither party shall have agency authority to act for or bind the other party in any matter. This Agreement does not preclude or discourage the PSCAA from responding to and investigating air quality complaints within Kenmore. The PSCAA recognizes that Kenmore may not have the time and resources, given other competing Kenmore priorities, to respond to all air quality complaints in Kenmore.

5. Responsible Official. The Kenmore official responsible for conducting odor complaint investigations shall be the City Manager or his/ her designees. For purposes of Regulation 1, Section 9.11(b), said official(s) shall be the "duly authorized representative" of the PSCAA referenced therein.

6. Financing. The cost of conducting the odor complaint investigations performed by Kenmore described in Section 1 above shall be borne exclusively by Kenmore. The cost of any enforcement action taken as a result of the investigation shall be borne exclusively by the PSCAA.

7. Administrator. The administrator of this Agreement shall be Mario Pedroza of the PSCAA, or his successor, and he or his successor shall be responsible for administering the cooperative undertaking described herein.

8. Duration and Termination. This Agreement shall continue in full force and effect for a period of six (6) months from the effective date of this Agreement; provided that at any time during this Agreement either party may give the other party thirty (30) days written notice of the former's intent to terminate this Agreement. Upon the termination of this Agreement, Kenmore shall submit to the PSCAA any written documentation secured with respect to an ongoing complaint investigation.

9. Notices. All notices and other communications hereunder shall be deemed to have been duly given if delivered or mailed, certified mail, with postage prepaid (a) if to Kenmore, to:

City of Kenmore
Bryan Hampson
Development Services Director
18120 68th Ave NE
Kenmore, WA 98028

or to such other person or place as Kenmore shall furnish to the PSCAA in writing, or (b) if to the PSCAA, to:

The Puget Sound Clean Air Agency
Mario Pedroza
Supervising Inspector
1904 Third Ave, Ste 105
Seattle, WA 98101

or to such other person or place as the PSCAA shall furnish to Kenmore in writing.

10. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. Counterparts. This Agreement may be signed in two counterparts and, if so signed, shall be deemed one integrated Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

13. Amendment. This Agreement may not be modified or amended except by writing signed by both parties hereto.

14. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns, but no right or obligation arising hereunder may be assigned or transferred by any party without the prior written consent of the other party.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Washington.

16. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

17. Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Division of Records or alternatively, listed by subject on the PSCAA and Kenmore web sites or other electronically retrievable public sources.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

CITY OF KENMORE

PUGET SOUND CLEAN AIR AGENCY

By: Rob Karlinsey
Title: City Manager
Date: _____

By: Laurie Halvorson
Title: Director – Compliance & Legal
Date: _____

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

Rod Kaseguma, City Attorney
Date: _____

Jennifer Dold, Agency Attorney
Date: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Closing of sale of former park and ride property. Proposed Council Action/Motion: Adopt Resolution No. 14-237 reconfirming surplus property and authorizing City Manager to execute all documents necessary to close the sale of the former park and ride property.	For Council Meeting Agenda of: <u>May 12, 2014</u> Department: <u>City Manager's Office</u> Prepared by: <u>Rob Karlinsey, City Manager</u> <table style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td> <td style="width: 30%; text-align: right;"><u>Initial & Date</u> <u>BA 5/2/14</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;"><u>✓ J.T.B</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;"><u>Quay 5/2/14</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><u>RJK</u></td> </tr> </table> Exhibits/Attachments: Resolution No. 14-237 & Exhibits	Approved by Department Head:	<u>Initial & Date</u> <u>BA 5/2/14</u>	Approved by City Attorney:	<u>✓ J.T.B</u>	Approved by Finance Director:	<u>Quay 5/2/14</u>	Approved by City Manager:	<u>RJK</u>
Approved by Department Head:	<u>Initial & Date</u> <u>BA 5/2/14</u>								
Approved by City Attorney:	<u>✓ J.T.B</u>								
Approved by Finance Director:	<u>Quay 5/2/14</u>								
Approved by City Manager:	<u>RJK</u>								
Expenditure Required \$ 0	Amount Budgeted \$ NA	Appropriation Required \$ 0							
<u>INFORMATION/BACKGROUND:</u> In the first half of 2012, the City began an extensive community involvement process to 1) review goals for the downtown, 2) develop a position statement for the Kenmore Village properties, and 3) establish strategic next steps to take the properties to market and thereby sell the properties to buyer(s) who would further the City's goals and bring new investment to downtown Kenmore. The community involvement process included multiple meetings, forums, and open houses to obtain public input on the Kenmore Village properties. In July of 2013, the City Council approved entering into a purchase and sale agreement with Main Street Property Group LLC. Since the signing of the purchase and sale agreement, the City has worked diligently to complete the sale transaction with Main Street. Accordingly, the City is now prepared to issue Main Street a building permit. The terms of the purchase and sale agreement provide that the sale will close five business days after the City notifies Main Street that the building permit is ready for issuance. The attached resolution reconfirms the City Council's declaration of the former park and ride property as surplus and authorizes the City Manager to execute all documents necessary to close the transaction. These documents include the following: A. A statutory warranty deed transferring the property from the City to Main Street subject to certain exceptions. B. A Real Estate Excise Tax Affidavit detailing the purchase price and all state excise taxes to be paid from the sale proceeds. C. An affidavit and indemnity from the City in favor of Chicago Title regarding the veracity of certain title issues and indemnifying Chicago Title from liability for any misstatements. D. A certification by the City that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended. E. A settlement statement prepared by Chicago Title detailing how the purchase price will be allocated.									

- F. A Storm Easement previously approved by the City Council by Resolution 13-229.
- G. A Temporary Construction Easement previously approved by the City Council by Resolution 13-229.
- H. A Declaration of Covenants restricting Main Street's ability to sell the property prior to completion of the development.
- I. A Letter Agreement between the City and Main Street that addresses the satisfaction of certain closing conditions.

FISCAL CONSIDERATION:

Sale of the property. Upon sale of the property the City will receive, construction permit review fees (for improvements to the building and site), and ongoing future property tax assessments.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #1: Economic Development and Goal #4, Downtown Development

I:\City Clerk\AGENDA ITEMS\City Manager - Rob Karlinsey\2014 Council Meetings\05.12.2014\DOCS-#453755-v1-Park_and_Ride_-_Council_Bill.DOCX

CITY OF KENMORE

WASHINGTON

RESOLUTION NO. 14-237

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, RECONFIRMING DECLARATION OF SURPLUS PROPERTY AND AUTHORIZING THE SALE OF REAL PROPERTY TO MSPT VI LLC.

WHEREAS, the City of Kenmore 2003 Downtown Plan and 2009 Economic Development Strategy contain guiding goals and principles that support the stimulation of economic revitalization of the City's Downtown area in a manner that supports and retains independent and community-scale businesses and other development; and

WHEREAS, the City owns certain commercially-zoned real property in the City's Downtown area which consists of approximately 4.5 acres commonly known as the former King County Park & Ride parcel (the "Property"); and

WHEREAS, the City Council has determined that the Property is surplus to the City's needs, and that it would be in the best interests of the City and the general public to sell the Property; and

WHEREAS, MSPT VI LLC ("Buyer") desires to acquire the Property, with the intent to redevelop the Property as a multi-family housing project, in keeping with the City's adopted goals for the Downtown area and the Position Statement for the Property; and

WHEREAS, the Buyer negotiated a purchase and sale agreement for the transfer of the Property from the City to Buyer (the "Purchase and Sale Agreement"); and

WHEREAS, on July 8, 2013, the City Council adopted Resolution 13-222 approving the Purchase and Sale Agreement, and both the City and the Buyer have subsequently signed and executed the Purchase and Sale Agreement; and

WHEREAS, the City Council adopted Resolution 13-226 ratifying Amendment No. 1 and approving Amendment No. 2 to the Purchase and Sale Agreement, extending the Feasibility Period of the Purchase and Sale Agreement to December 11, 2013; and

WHEREAS, the City Council adopted Resolution 13-229 ratifying Amendment No. 3 to the Purchase and Sale Agreement, extending the Feasibility Period of the Purchase and Sale Agreement to March 10, 2014; and

WHEREAS, the Feasibility Period has expired and the City is prepared to issue a written notice on May 12, 2014 that it is prepared to issue a Building Permit to Buyer; and

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement, as amended, the Closing Date will be five (5) business days after such notice to Buyer;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE,

WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Confirmation of Surplus Property Status. In Ordinance No. 07-0262, the City Council (1) declared approximately 9.72 acres in the downtown area of the City (known as the Kenmore Village Shopping Center, City Hall and Park & Ride parcels) ("Downtown Site"), which includes the Property, to be surplus property no longer needed for City purposes, and (2) authorized the sale of the Downtown Site to Kenmore Partners, LLC pursuant to a Disposition and Development Agreement. The Disposition and Development Agreement was terminated, and a portion of the Downtown Site has been sold to James and Martha Donovan. In Resolution No. 13-222, the City Council confirmed the surplus property declaration and sale authorization of Ordinance No. 07-0262. In connection with the sale of the Property to MSPT VI LLC pursuant to the Purchase and Sale Agreement, the City Council confirms the surplus property declaration and sale authorization of Ordinance No. 07-0262 and Resolution No. 13-222, by declaring again that the Property, which was included in the Downtown Site, is surplus property no longer needed for City purposes and authorizing again the sale of the Property, which is in the best interests of the City.

Section 2. Approval of the Closing Documents and Authorization of the City Manager. The City Council hereby authorizes the closing of sale transaction pursuant to the terms of the Purchase and Sale Agreement. The City Council approves and authorizes the City Manager to execute on behalf of the City all documents necessary to close the sale transaction pursuant to the terms of the Purchase and Sale Agreement, including, in substantially the same form, the documents attached to this Resolution as Exhibits A through I and incorporated herein by this reference. Additionally, the City Council authorizes the City Manager to execute and deliver any and all additional documents that may be required to effectuate the sale of the Property to Buyer, whether or not expressly required by the Purchase and Sale Agreement, as the City Manager shall approve, such approval to be evidenced conclusively by the execution thereof by the City Manager.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 12th DAY OF MAY 2014.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

EXHIBIT A

Statutory Warranty Deed

AFTER RECORDING RETURN TO:

Katherine C. Wax
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101

STATUTORY WARRANTY DEED

Grantor(s): City of Kenmore, a Washington municipal corporation
Grantee(s): MSPT VI LLC, a Washington limited liability company
Short Legal Description: PTN GL 1 IN SECTION 11-26-4
Assessor's Property Tax [Complete legal description on Exhibit A]
Parcel/Account Number(s): 112604-9152-00
Reference Number(s) of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

THE GRANTOR, the City of Kenmore, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, conveys and warrants to MSPT VI LLC, a Washington limited liability company, THE GRANTEE, the following described real estate (the "Property"), situated in the County of King, State of Washington:

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

SUBJECT TO all matters of record and those matters identified on Exhibit B attached hereto and by this reference incorporated herein (the "Permitted Exceptions").

Abbreviated Legal Description: PTN GL 1 IN SECTION 11-26-4

Tax Account No.: 112604-9152-00

GRANTOR:
CITY OF KENMORE, a Washington municipal corporation

Rob Karlinsey, City Manager

Accepted and Acknowledged:

GRANTEE:
MSPT VI LLC, a Washington limited liability company

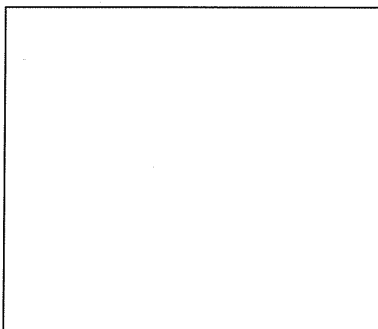
By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this _____ day of May, 2014, before me personally appeared Rob Karlinsey to me known to be the City Manager of the City of Kenmore, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



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

[Type or Print Notary Name]

(Use This Space for Notarial Seal Stamp)

EXHIBIT A
Legal Description

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES);

THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

[END LEGAL DESCRIPTION]

EXHIBIT B
Permitted Exceptions

1. AMENDED AND RESTATED EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BY AND BETWEEN: CITY OF KENMORE
AND: COVENTRY PLACE OWNERS
ASSOCIATION
RECORDED: MARCH 10, 2014
RECORDING NUMBER: 20140310001132

SAID INSTRUMENT CONTAINS PROVISIONS FROM BEARING THE COST OF MAINTENANCE, REPAIR UNDER RECORDING NUMBER 8406260622.

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND POWER & LIGHT
COMPANY
PURPOSE: GUY WIRES AND ANCHORS WITH
NECESSARY APPURTENANCES
AREA AFFECTED: EAST 10 FEET OF THE NORTH 20 FEET
RECORDED: DECEMBER 16, 1985
RECORDING NUMBER: 8512160917
3. SANITARY SEWER EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: JOHN K. WILSON, ET AL.
AND: MUNICIPALITY OF METROPOLITAN
SEATTLE
RECORDED: OCTOBER 10, 1985
RECORDING NUMBER: 8510101013
REGARDING: TERMS AND CONDITIONS OF SANITARY
SEWER EASEMENT BENEFITTING
PREMISES HEREIN AND COSTS RELATED
THERETO
4. RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT FOR JOINT MAINTENANCE OF REAL PROPERTY, AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: CITY OF KENMORE
AND: JAMES M. DONOVAN AND MARTHA W.
DONOVAN, HUSBAND AND WIFE
RECORDED: APRIL 5, 2013
RECORDING NUMBER: 20130405001184
5. TERMS AND CONDITIONS OF KING COUNTY ORDINANCE NUMBER 15027 REGARDING SALE OF SURPLUS COUNTY-OWNED REAL PROPERTY.
6. COVENANTS, EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:

FROM: KING COUNTY
TO: CITY OF KENMORE
RECORDED: JANUARY 10, 2005
RECORDING NUMBER: 20050110001850

AS FOLLOWS: BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNEES, LESSEES AND LICENSEES, COVENANTS AND INTENDS THAT ANY DEVELOPMENT OF THE PROPERTY INCLUDE HIGH DENSITY HOUSING WITH AT LEAST TWENTY-FIVE PERCENT OF THE UNITS SATISFYING THE AFFORDABILITY CRITERIA OF K.C.C. 4.56.070(E) AS IT MAY BE AMENDED FROM TIME TO TIME.

7. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY
RECORDING NUMBER: 2963377

8. NON-DELINQUENT REAL PROPERTY AD VALOREM TAXES AND ASSESSMENTS.
9. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER: 112604-9152-00
LEVY CODE: 1442
ASSESSED VALUE-LAND: \$ (NOT DISCLOSED)
ASSESSED VALUE-IMPROVEMENT: \$ (NOT DISCLOSED)

10. NON-DELINQUENT SPECIAL TAXES FOR SURFACE WATER MANAGEMENT AND/OR OTHER SPECIAL CHARGES.
11. LEASE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: CITY OF KENMORE

LESSEE: NORTSHORE UTILITY DISTRICT
FOR A TERM ENDING: SEPTEMBER 30, 2013
RECORDED: MAY 30, 2012
RECORDING NUMBER: 20120530000428

12. MATTERS DISCLOSED BY A SURVEY OF SAID PREMISES RECORDED UNDER RECORDING NUMBER 20140304900016, BEING A REVISION OF SURVEY RECORDED UNDER RECORDING NUMBER 20130531900002, AS FOLLOWS:

A. ENCROACHMENT OF A TRASH ENCLOSURE WHICH STRADDLES A SOUTHERLY PORTION OF THE WESTERLY BOUNDARY LINE, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.

B. ENCROACHMENT OF AN OVERHEAD POWER LINE, APPURTENANT TO THE SOUTHERLY ADJOINER, ACROSS A SOUTHEASTERLY PORTION OF SAID PREMISES.

EXHIBIT B

Real Estate Excise Tax Affidavit



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See last page for instructions)☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER	Name <u>CITY OF KENMORE</u>	2 BUYER	Name <u>MSPT V LLC</u>
	<u>A WASHINGTON MUNICIPAL CORPORATION</u>		<u>A WASHINGTON LIMITED LIABILITY COMPANY</u>
	Mailing Address <u>18120 68TH AVENUE NE</u>		Mailing Address <u>11415 SLATER AVENUE NE, SUITE #100</u>
	City/State/Zip <u>KENMORE, WA 98028</u>		City/State/Zip <u>KIRKLAND, WA 98033</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____

3	Send all property tax correspondence to: ☒ Same as Buyer/Grantee	List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
	Name _____	<u>112604-9152-00</u> ☐	\$0.00
	Mailing Address _____	<u>LEVY CODE: 1442</u> ☐	\$0.00
	City/State/Zip _____	☐	\$0.00
	Phone No. (including area code) _____	☐	\$0.00

4 Street address of property: 18149 68TH AVENUE NORTHEAST, KENMORE, WASHINGTON 98028

This property is located in ☐ unincorporated _____ County OR within ☒ city of KENMORE

☐ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

*** SEE ATTACHED ***

5 Select Land Use Code(s): <u>21</u> enter any additional codes: _____ (See back of last page for instructions) Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? ☐ YES ☒ NO 6 ☐ YES ☒ NO Is this property designated as forest land per chapter 84.33 RCW? ☐ YES ☒ NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? ☐ YES ☒ NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ YES ☒ NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land ☐ does ☒ does not qualify for continuance. _____ DEPUTY ASSESSOR _____ DATE (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME	7 List all personal property (tangible and intangible) included in selling price. <u>NONE INCLUDED IN THIS SALE</u> If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____ Type of Document <u>STATUTORY WARRANTY DEED</u> Date of Document <u>MAY</u>, 2014 Gross Selling Price \$ <u>3,390,000.00</u> *Personal Property (deduct) \$ <u>0.00</u> Exemption Claimed (deduct) \$ <u>3,390,000.00</u> Taxable Selling Price \$ <u>0.00</u> Excise Tax: State \$ <u>0.00</u> Local \$ <u>0.00</u> *Delinquent Interest: State \$ <u>0.00</u> Local \$ <u>0.00</u> *Delinquent Penalty \$ <u>0.00</u> Subtotal \$ <u>0.00</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ <u>5.00</u> Total Due \$ <u>10.00</u> A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS
---	---

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____ Signature of Grantee or Grantee's Agent _____

Name (print) _____ Name (print) _____

Date & city of signing: _____ Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (02/13/07)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

TAXAFF1 9/14/100K

REAL ESTATE EXCISE TAX AFFIDAVIT
LEGAL DESCRIPTION

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF;
THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES);
THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

EXHIBIT C

Title Company Affidavit and/or Indemnity

AFFIDAVIT AND INDEMNITY BY OWNER - Extended Coverage Policies

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY (the Company) under No. _____ (the Commitment),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions relating to rights or claims of parties in possession, and statutory lien rights for labor or materials, special assessment and utility charges,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.

Nothing contained herein shall be construed so as to obligate the Company to issue said Policy or Policies without showing said General Exceptions. However, should the Company do so, it will do so in part in reliance upon the undertakings of the undersigned Affiant. The issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

AFFIDAVIT

NOW THEREFORE, the Affiant, being first duly sworn, deposes and says that:

1. Said Land is owned by the Affiant or an entity with which the Affiant is affiliated, and the ownership thereof has been peaceable and undisturbed.
2. There are no oral or written leases, tenancies or other occupancies except (attach list or rent roll, if necessary, or attach copies of any written agreements; if none, state "None"): _____
3. There are no rights of first refusal or options to purchase all or any portion of said land contained within any leases or other documents except: (if none, state "None"): _____
4. There are no contracts for the making of repairs or for new construction on said Land or for the services of architects, engineers or surveyors, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last six (6) months for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc., except (if none, state "None"): _____
5. Neither the Affiant nor any principal of the Affiant has filed a petition for bankruptcy, which action is pending, nor is Affiant a party to any pending action, nor has Affiant been served with a summons and complaint nor received any notice of any action which is pending against Affiant, except (if none, state "None"): _____
6. There are no outstanding service, installation, connection, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal. Any such charges which may arise prior to the effective date of the Policy of Policies will be paid in full by the Affiant.
7. There are no unpaid special assessments for sewer, water, road or other local improvement districts, or taxes, except as shown in said Commitment for Title Insurance.
8. The Affiant has received no notice and has no knowledge of any proceedings which would result in an assessment against the Land.

The Affiant hereby agrees (1) to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of or growing out of any such matters not identified in the above affidavit, and (2) to defend at the Affiant's own costs and charges in behalf of and for the protection of the Company and of any parties insured or who may be insured against loss by it under said Policy or Policies (but without prejudice to the right of the Company to defend at the expense of the Affiant if it so elects) any suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said Land.

IN WITNESS WHEREOF, the undersigned has/have executed this agreement this _____ day of _____.

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this day personally appeared before me _____ and _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public in and for the State of Washington, residing at _____
My Commission expires: _____

EXHIBIT D

FIRPTA Certification

CERTIFICATE OF NON-FOREIGN STATUS

The City of Kenmore, a Washington municipal corporation ("**Seller**"), is the transferor of that certain real property located in the City of Kenmore, County of King, State of Washington, more particularly described on **Exhibit A** attached hereto (the "**Property**").

Section 1445 of the Internal Revenue Code of 1986 (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax will not be required in connection with the disposition of the Property pursuant to that certain Agreement for Purchase, Sale and Development of Property for Residential Purposes, dated July, 10, 2013 between Seller and MSPT VI LLC, a Washington limited liability company, the undersigned certify the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Code and the regulations promulgated thereunder;
2. Seller's U.S. employer identification number is 91 1912254; and
3. Seller's address is 18120 68th Ave NE, PO Box 82607, Kenmore WA 98028.

It is understood that this certificate may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the below signed officers of Seller declare that they have examined the foregoing certification and, to the best of their knowledge and belief, it is true, correct and complete, and they further declare that they have authority to sign this document on behalf of Seller.

Dated the ____ day of _____, 2014.

Rob Karlinsey, City Manager

**EXHIBIT A TO
CERTIFICATE OF NON-FOREIGN STATUS**

LEGAL DESCRIPTION

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES);

THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

[END OF LEGAL DESCRIPTION]

EXHIBIT E

Settlement Statement



CHICAGO TITLE COMPANY

ESTIMATED SELLER'S SETTLEMENT STATEMENT

PAGE: 01

ESCROW NUMBER: 00633-001365956-001 ORDER NUMBER: 00633-001365956
 CLOSING DATE: 05/19/14 CLOSER: SCOTT SMOUSE
 BUYER: MSPT VI LLC
 SELLER: THE CITY OF KENMORE
 PROPERTY: 18149 68TH AVENUE NORTHEAST, KENMORE, WASHINGTON 98028

	CHARGE SELLER	CREDIT SELLER
Sales Price	\$	\$ 3,390,000.00
Prorations And Adjustments		
REAL ESTATE TAX from 05/19/14 to 01/01/15		7,670.72
Total amount \$ 12,333.97 for 365 days		
R/E EXCISE TAX: STATE TECHNOLOGY FEE	5.00	
R/E EXCISE TAX: AFFIDAVIT PROCESSING FEE	5.00	
OWNER'S STANDARD PORTION @ \$3,390,000.00	4,705.00	
TITLE SALES TAX	446.98	
ESCROW FEE: 1/2 SALE FEE @ \$3,390,000.00	1,625.00	
ESCROW SALES TAX	154.38	
DELIVERY CHARGE: 1/2 CHARGE	45.58	
DELIVERY SALES TAX	4.33	
RECORDING FEES: EASEMENTS (1/2)	750.00	
COMMISSION: JONES LANG LASALLE	1.00	
FUNDS TO SELLER FROM ESCROW: 03/13/14	90,000.00	
FUNDS TO SELLER FROM ESCROW: 05/06/14	290,000.00	
Funds Due To Seller At Closing	3,009,928.45	
TOTALS	\$ 3,397,670.72	\$ 3,397,670.72

 THE CITY OF KENMORE

MSS DATE: 05/06/14 07:43:39 NOTE: * - Indicates items Paid Outside of Closing.

EXHIBIT F

Storm Easement

AFTER RECORDING, PLEASE RETURN TO:

Perkins Coie LLP
Attn: Katherine Wax
1201 Third Avenue, Suite 4900
Seattle, WA 98101

STORM EASEMENT AND AGREEMENT

Grantor: City of Kenmore, a municipal corporation

Grantee: MSPT VI LLC, a Washington limited liability company

Short Legal Description: Pcl B, BLA 2012-048, Rec 2012100390001; Ptn. GL 1 in Section 11-26-4
[Complete legal description on Exhibit A]

Assessor's Property Tax
Parcel/Account Number(s): 618170-0410; 112604-9152

Reference Number(s) of
Documents Assigned
or Released: N/A

THIS STORM EASEMENT AND AGREEMENT (this "Easement and Agreement") is made this _____ day of May, 2014 (the "Effective Date"), by and between the CITY OF KENMORE, Washington, a municipal corporation, and its successors and assigns ("Grantor") and MSPT VI LLC, a Washington limited liability company, and its successors and assigns ("Grantee"). Grantor and Grantee agree as follows.

78782-0016/LEGAL120744161.1

- 1 -

1. Burdened Property. Grantor is the fee owner of the real property legally described on **Exhibit A-1**, attached hereto and incorporated herein (the "Burdened Property").

2. Benefitted Property. Grantee is the fee owner of the real property legally described on **Exhibit A-2**, attached hereto and incorporated herein (the "Benefitted Property").

3. Grant of Perpetual Storm Easement. Grantor, for purposes of facilitating development and sale of the Benefitted Property, hereby conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive easement (the "Storm Easement") under, over, through, and across that portion of the Burdened Property legally described on **Exhibit B**, attached hereto and incorporated herein (the "Storm Easement Area"), and depicted on **Exhibit C** attached hereto, along with a non-exclusive easement for ingress and egress across the parking lot and driveway areas of the Burdened Property for purposes of providing to Grantee and its contractors access to the Storm Easement Area as necessary for excavation, construction, installation, inspection, maintenance, repair and replacement of the pipes, equipment, and all appurtenances thereto (the "Facilities") comprising the storm lines to be installed and maintained within the Storm Easement Area.

4. Purpose. The easement rights hereunder granted are for the purpose of allowing Grantee, its successors and assigns, to construct, install, operate, inspect, maintain, repair, replace and remove storm drainage lines, and the Facilities comprising the same, within the Storm Easement Area.

5. Access and Notice. Grantee shall have the right at all times, without prior institution of any suit or proceeding at law, to enter upon the Burdened Property for the purposes described in Paragraph 4 above. Grantor intends to improve the Burdened Property with buildings, structures, parking facilities and other structures and improvements for purposes of owning and operating a commercial shopping center comprised of retail and office business tenants. To the extent reasonably possible, Grantee shall exercise the easement rights hereunder granted in such manner and at such times as to avoid or minimize interruption to the businesses operating on the Burdened Property, which exercise shall include the conduct of non-emergency maintenance, inspections, repairs and replacement of the Facilities at times which avoid peak hours of use of the businesses located on the Burdened Property and minimizing the amount of parking lot space used for Grantee's equipment and vehicles during such operations. Except where immediate action is required in response to, or to avoid, an emergency endangering persons, property or the Facilities, and further excepting routine inspections not involving heavy equipment or excavations, Grantee shall provide reasonable prior written notice to Grantor at least one business day before entering onto the Burdened Property for purposes of conducting any work on the Facilities. Grantee shall further assure before undertaking any work within the Storm Easement Area that all reasonable and necessary precautions are taken, including, as necessary, barriers, signs, safety personnel and other measures, to avoid or minimize the risk of injury to persons or property in connection with such work. The provisions of Paragraph 9 (Indemnity) of this Easement and Agreement shall apply in the case of any claim for loss or injury caused by Grantee's activities or obligations under this Paragraph.

6. Restoration. If the Storm Easement Area or any other portion of the Burdened Property is disturbed by or as a result of the construction, installation, operation, maintenance, removal, repair, replacement or use of the Facilities, or vehicle traffic related thereto, Grantee shall promptly restore the surface of same as nearly as possible to the condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement or use. Grantee shall coordinate all such repair and restoration work with Grantor, which work shall be subject to Grantor's inspection and approval. Without limitation on the foregoing, if the repair and restoration requires re-striping of a portion of a parking lot, Grantee shall, at Grantee's expense, cause such re-striping to be completed so as to restore the parking lot striping as nearly as possible to the that which existed immediately prior to Grantee's work within the Storm Easement Area.

7. Reservation of Rights. All right, title and interest in the Burdened Property which may be used and enjoyed without interfering with the Storm Easement or the easement rights herein granted are reserved to Grantor. The construction, installation, maintenance or repair, after the date of this Easement and Agreement, of structures of a permanent nature, which interfere with the operation of the Facilities, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

8. Protection of Facilities. Grantor covenants and all successors and assigns of Grantor are deemed to covenant, by taking title to the Burdened Property, that no excavation, boring, drilling, pile driving, tunneling or other form of construction activity that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities, shall be done within the Storm Easement Area.

9. Indemnity. By accepting and recording this Easement and Agreement, Grantee agrees to defend, indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property caused by the Grantee's exercise of the rights granted herein; *provided*, Grantee shall have no duty to Grantor for any loss, injury or damages caused by or resulting from the active negligence or willful misconduct of Grantor or Grantor's agents. Solely for purposes of this Paragraph 9 and solely as to any claim by an employee of Grantee against Grantor for which Grantee has a duty to defend, indemnify and hold harmless Grantor, Grantee waives its immunity under Title 51, Revised Code of Washington (which waiver is solely for Grantor's benefit and solely for purposes of this Paragraph 9 and may not be invoked by any third person, including any such employee of Grantee or the heir, assign, successor, trustee, administrator or personal representative of such employee).

10. Binding Effect. This Easement and Agreement and the rights, benefits, duties and obligations hereunder are intended to and shall run with the land and shall benefit and bind Grantor and Grantee and all heirs, assigns and successors thereto.

11. Complete Easement and Agreement. This Easement and Agreement represents the complete understanding and agreement of Grantor and Grantee regarding the matters described herein. There are no other verbal or written agreements or understandings regarding the easement rights and obligations set forth herein, except as contained in this Easement and

Agreement. This Easement and Agreement may only be modified by a written document signed by each of Grantor and Grantee or, if applicable, the successor and/or assignee thereof in title to either the Benefitted Property or Burdened Property at the time of such amendment.

12. Attorneys' Fees. In the event of a lawsuit or arbitration arising out of or relating to this Easement and Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF the undersigned have executed this Easement and Agreement on and as of the Effective Date.

GRANTOR:

CITY OF KENMORE, a Washington
municipal corporation

GRANTEE:

MSPT IV LLC, a Washington limited
liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

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

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

GRANTEE'S ACKNOWLEDGMENT

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of MSPT VI LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington

Commission

Expires: _____

EXHIBIT A-1

PARCEL B OF CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
UNDER RECORDING NUMBER 20121003900001, RECORDS OF KING COUNTY,
WASHINGTON.

Exhibit A-2

Legal Description of Benefitted Property

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES) ; THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

EXHIBIT BLEGAL DESCRIPTION OF STORM EASEMENT

THAT PORTION OF A STRIP OF LAND BEING 10.00' IN WIDTH, LYING 5.00' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LYING WITHIN LOT A AND LOT B OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048 UNDER KING COUNTY AUDITORS FILE NUMBER 20121003900001, RECORDS OF KING COUNTY WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

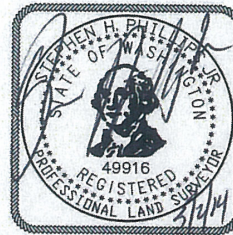
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE NORTH 87°26'45" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 147.40 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°33'15" WEST, A DISTANCE OF 28.30' FEET;

THENCE NORTH 87°27'31" WEST, A DISTANCE OF 92.60' FEET MORE OR LESS TO THE EASTERLY LINE OF SAID PARCEL A THEREOF AND THE TERMINUS OF THIS DESCRIBED CENTERLINE;

THE SIDE LINES OF SAID 10' EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SAID NORTH LINE OF LOT B.



NE 1/4, NE 1/4, SEC.11, TWP.26N., RGE.4E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

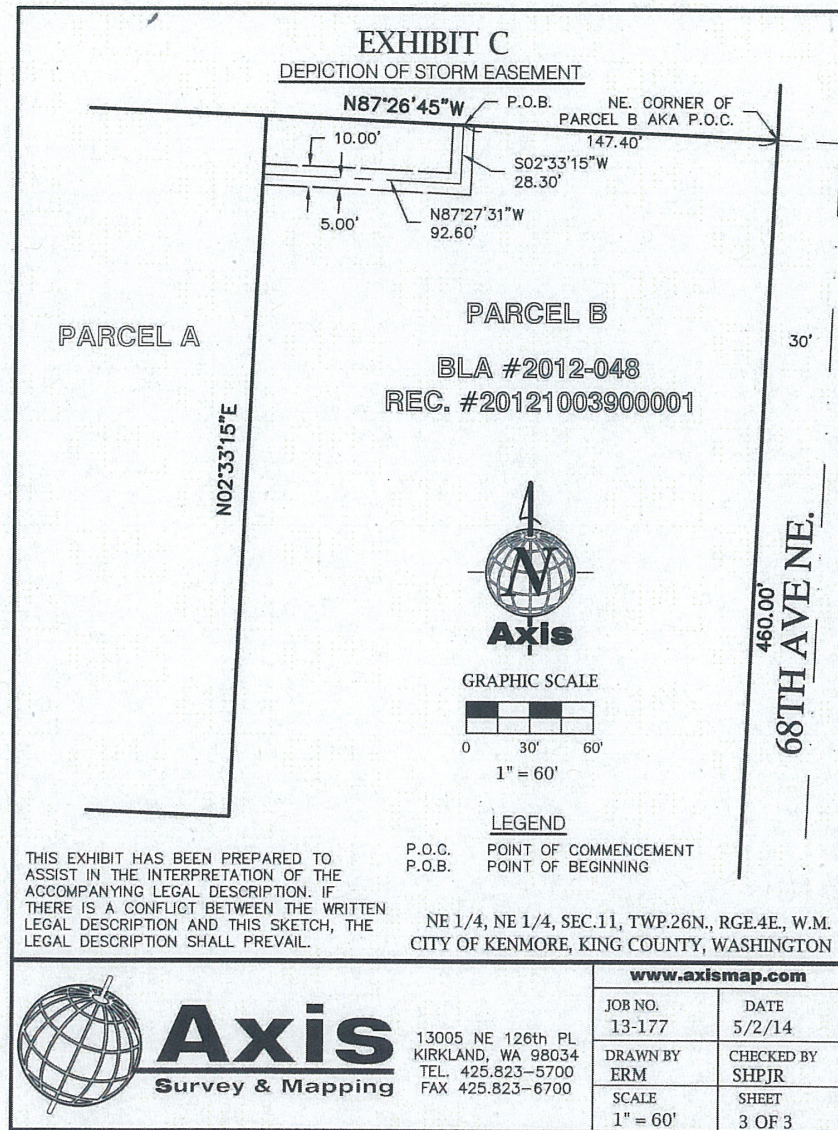


Axis
Survey & Mapping

13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.	DATE
13-177	5/2/14
DRAWN BY	CHECKED BY
ERM	SHPJR
SCALE	SHEET
N/A	2 OF 3



78782-0016/LEGAL120744161.1

- 9 -

EXHIBIT G

Temporary Construction Easement

AFTER RECORDING, PLEASE RETURN TO:

Perkins Coie LLP
Attn: Katherine Wax
1201 Third Avenue, Suite 4900
Seattle, WA 98101

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

Grantor: City of Kenmore, a municipal corporation, its successors and assigns

Grantee: MSPT VI LLC, a Washington limited liability company, its successors and assigns

Short Legal Description: Pcl B, BLA 2012-048, Rec 2012100390001; Ptn. GL 1 in Section 11-26-4
[Complete legal description on Exhibit A]

Assessor's Property Tax
Parcel/Account Number(s): 618170-0410; 112604-9152

Reference Number(s) of
Documents Assigned
or Released: N/A

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (this "Agreement") is made this _____ day of May, 2014 (the "Effective Date"), by and between the CITY OF KENMORE, Washington, a municipal corporation, and its successors and assigns ("Grantor") and MSPT VI LLC, a Washington limited liability company, and its successors and assigns ("Grantee"). Grantor and Grantee agree as follows.

- 1 -

1. Burdened Property. Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein (the "Burdened Property").
2. Benefitted Property. Grantee is the fee owner of the real property legally described on **Exhibit B**, attached hereto and incorporated herein (the "Benefitted Property").
3. Grant of Temporary Construction Easement. Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the Grantee and its agents and assigns, a temporary construction easement ("Easement") to use and occupy the Burdened Property for any and all purposes related to the construction and installation of a permanent staircase on the boundary between the Burdened Property and the Benefitted Property for purposes of providing pedestrian access between the properties (the "Project"). The area affected by the Easement (the "Easement Area") is legally described and depicted on **Exhibit C** attached hereto and incorporated herein by this reference.
4. Right of Access. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Burdened Property for the purposes of exercising its rights under this Agreement.
5. Term. This Agreement, and all rights granted hereunder, shall commence on the Effective Date and shall terminate automatically and without notice upon the completion of the construction of the Project or upon the fifth (5th) anniversary of the Effective Date, whichever date is earlier.
6. Grantor's Warranties. Grantor warrants that Grantor owns fee title to the Burdened Property and warrants the Grantee quiet enjoyment of the Easement.
7. Restoration. If the Easement Area or any other portion of the Burdened Property is disturbed by or as a result of Grantee's use or occupancy of the Burdened Property for the purposes of the Easement, or vehicle traffic related thereto, Grantee shall promptly restore the surface of same as nearly as possible to the condition in which it existed at the commencement of Grantee's use or occupancy. Grantee shall coordinate all such repair and restoration work with Grantor, which work shall be subject to Grantor's inspection and approval. Without limitation on the foregoing, if the repair and restoration requires re-striping of a portion of a parking lot, Grantee shall, at Grantee's expense, cause such re-striping to be completed so as to restore the parking lot striping as nearly as possible to the that which existed immediately prior to Grantee's work within the Easement Area.
8. Indemnity. By executing and recording this Agreement, Grantee agrees to defend, indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property caused by the Grantee's exercise of the rights granted herein; *provided*, Grantee shall have no duty to Grantor for any loss, injury or damages caused by or resulting from the active negligence or willful misconduct of Grantor or Grantor's agents. Solely for purposes of this Paragraph 9 and solely as to any claim by an employee of Grantee against Grantor for which Grantee has a duty to defend, indemnify and hold harmless Grantor, Grantee waives its immunity under Title 51, Revised Code of Washington (which waiver is solely for

Grantor's benefit and solely for purposes of this Paragraph 9 and may not be invoked by any third person, including any such employee of Grantee or the heir, assign, successor, trustee, administrator or personal representative of such employee).

9. Binding Effect. This Agreement and the rights, benefits, duties and obligations hereunder are intended to and shall run with the land and shall benefit and bind Grantor and Grantee and all heirs, assigns and successors thereto.

10. Complete Agreement. This Agreement represents the complete understanding and agreement of Grantor and Grantee regarding the matters described herein. There are no other verbal or written agreements or understandings regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by each of Grantor and Grantee or, if applicable, the successor and/or assignee thereof in title to either the Benefitted Property or Burdened Property at the time of such amendment.

11. Attorneys' Fees. In the event of a lawsuit or arbitration arising out of or relating to this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF the undersigned have executed this Agreement on and as of the Effective Date.

GRANTOR:

CITY OF KENMORE, a Washington
municipal corporation

GRANTEE:

MSPT IV LLC, a Washington limited
liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTOR'S ACKNOWLEDGMENT

[illegible]

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

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires:

GRANTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of MSPT VI LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires:

Exhibit A

Legal Description of Burdened Property

PARCEL B OF CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
UNDER RECORDING NUMBER 20121003900001, RECORDS OF KING COUNTY,
WASHINGTON.

Exhibit B

Legal Description of Benefitted Property

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES) ; THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

Exhibit C

Depiction of Temporary Construction Easement

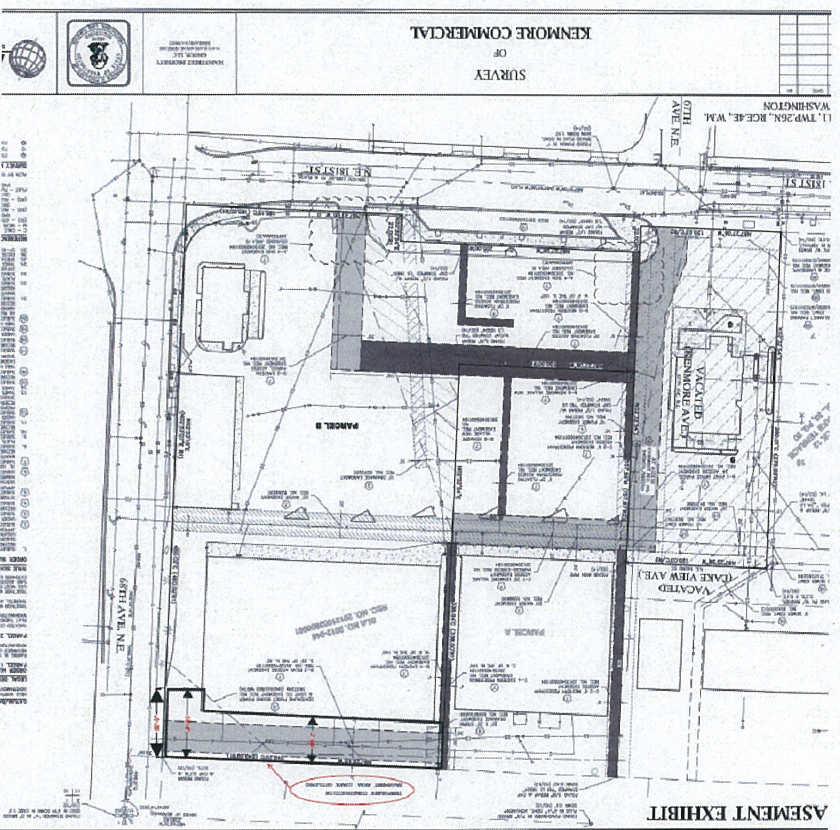


EXHIBIT H

Declaration of Covenants

AFTER RECORDING RETURN TO:

Inslee, Best, Doezie & Ryder, P.S.
Atten: Jackson T. Bennett
777 - 108th Avenue N.E., Ste. 1900
P.O. Box 90016
Bellevue, WA 98009-9016

DECLARATION OF COVENANTS REGARDING TRANSFER

Grantor:	MSPT VI LLC, a Washington limited liability company
Grantee:	City of Kenmore, a Washington municipal corporation
Short Legal Description:	Ptn Gov. Lot 1, 11-26-04 [Complete legal description on Exhibit. A]
Assessor's Property Tax Parcel/Account Number(s):	112604-9151-00
Reference Number(s) of Documents Assigned or Released:	N/A

DECLARATION OF COVENANTS REGARDING COMPLETION AND TRANSFER

This Declaration of Covenants Regarding Completion and Transfer is hereby made, declared and granted as of the ____ day of May, 2014, by the Declarant, MSPT VI LLC, a Washington limited liability company, with respect to the real property legally described on **Exhibit A** hereto (the “**Real Property**”), as follows:

WHEREAS, Declarant is the owner in fee title of the Real Property; and

WHEREAS, Declarant has received fee title to and ownership of the Real Property by way of statutory warranty deed to Declarant from its immediate predecessor in ownership of the Real Property, the City of Kenmore, a Washington municipal corporation (“**City**”), pursuant to that certain Agreement for Purchase, Sale and Development of Property for Residential Purposes dated as of the 10th day of July, 2013, as amended (the “**Purchase Agreement**”), which Purchase Agreement expressly made the declaration and recording of the covenants stated herein as a condition to the transaction described therein; and

WHEREAS, Declarant has entered into a separate Development Agreement with the City dated December 9, 2014, recorded on the ____ day of May, 2014, under Recording No. _____ King County, Washington, regarding Declarant’s development of the Real Property (the “**Development Agreement**”); and

WHEREAS, in addition to the covenants and agreements of Declarant and the City as memorialized in the Development Agreement, Declarant has agreed to and hereby makes the covenants declared herein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are acknowledged by Declarant, Declarant hereby makes, grants and declares the following covenants with respect to the Real Property:

1. Completion of Specified Residential Units. Declarant shall commence and proceed with construction of and complete those residential units described in the Development Agreement as fronting 68th Avenue N.E., in the City of Kenmore, Washington. Such construction shall commence not later than the “**Commencement Date**,” meaning May 19, 2016, subject to extension as provided in Paragraph 5 of this Declaration. As used in this Declaration, “commence construction” means the occurrence of the later of the following events: (1) a grading permit has been issued by the City for the development of the Property; and (2) site and utility work has commenced.

2. Repurchase Option. If Declarant fails to commence construction by the Commencement Date, then the City shall have the option to repurchase the Real Property (“**Repurchase Option**”) for an amount equal to the Purchase Price paid by Declarant for the Real Property under the Purchase and Sale Agreement. As used herein, Purchase Price means the amount stated in Section 2 of the Purchase Agreement. If Declarant fails to commence construction by the Commencement Date and the City has not exercised the Repurchase Option in writing by the 180th day after the Commencement Date, then the City shall be deemed to have waived its right to exercise the Repurchase Option as of such 180th day.

3. Closing of Repurchase. If the City timely exercises the Repurchase Option, then the closing of the repurchase shall be not later than sixty (60) days following the City’s exercise of the

Repurchase Option, on a business day selected by the City on not less than fifteen (15) days written notice to the Declarant.

4. Commencement Date Extended. The Commencement Date shall be extended, on a day-for-day basis, for all delays caused by *Force Majeure*, defined as “acts of God” or the public enemy; civil war, insurrection or riots; fires, explosions or serious accidents; strikes or labor disputes; inability to obtain necessary materials, accessories, equipment or parts from the manufacturers thereof not caused or contributed to by Declarant; weather or soils conditions which necessitate delays; acts or failure to act or delay in acting of any public or governmental entity, including to issue permits or approvals for the construction of the residential units referred to in Paragraph 1 of this Declaration (provided that all submissions by Declarant are timely, substantially complete and in accordance with applicable submittal requirements); or other cause beyond the reasonable control of Declarant. Declarant shall notify the City of the occurrence of any such event, occurrence or condition, as a condition to claiming such event, occurrence or condition constitutes *Force Majeure*, and shall act promptly to proceed with its performance as promptly as practicable after such cause for delay ceases or is terminated.

5. No Transfer of Property Prior to Completion. Declarant acknowledges the City agreed to and entered into the Purchase Agreement with Declarant in part based on the qualifications of the individuals owning and exercising management control of Declarant. In entering the Purchase Agreement, the City has relied on the agreement of Declarant’s principals that such ownership and management control will not change during the period of development of the Real Property and satisfaction of all conditions of the Development Agreement. Accordingly, Declarant agrees that Declarant shall not sell, assign, convey or otherwise transfer a controlling interest in any Phase of the Property (or controlling interest in Declarant) to any person or entity other than Declarant and Declarant’s principals as of the closing of the Purchase and Sale Agreement until all site development conditions of the Development Agreement as to such Phase have been satisfied, a certificate of occupancy has been issued for all residential units to be constructed as part of that Phase, and such Phase has been made a separate legal lot and separate tax parcel. As used herein, “Phase” means any of the following (i) Phase 1 of the Project as shown on the Approved Site Plan and Phasing Plan, or (ii) any other portion of the Project designated as a “phase” in any subsequent site plan of the Project submitted by Declarant or Landowner as part of a future application for Site Plan Approval as referred to in Section 8.3(b) of the Development Agreement. The restrictions and prohibitions stated in this Section shall not apply to (i) any residential lease of any unit in the Project (but shall apply to a ground lease of all or substantially all of the Property or any substantial portion thereof to any person or entity not a resident of the Property); (ii) any mortgage, deed of trust, security agreement or security instrument granted or entered by Declarant to provide financing for Declarant’s purchase of the Property or performance of its obligations to the City with regards to the Project; or (iii) a Transfer, or series of Transfers which in the aggregate, does not or do not result in a change of control of the Declarant’s interests in the Property or in Declarant. The foregoing is intended to allow the Declarant to add debt- and/or equity-related investment partners to the ownership of the Property or a phase thereof, within the limits expressed in this Section 5. These provisions can be reasonably modified or waived by the city manager of the City from time to time upon request of the Declarant.

6. Savings Clause as to Transfers. In the event a court of competent jurisdiction determines the prohibition on Transfer stated in this Declaration is unenforceable in whole or in part, then City shall have a right-of-first-refusal to acquire the Property, or portion thereof to be Transferred, exercisable within ninety (90) days after such determination is made and memorialized by court order or judgment. The right-of-first refusal shall be exercisable as follows:

a. If, within ninety (90) days after a court of competent jurisdiction makes such determination and memorializes the same in court order or judgment, Declarant desires to sell the Property or any partial or beneficial interest in the Property, and Declarant receives or makes a bona fide offer ("**Third Party Offer**"), which is acceptable to Declarant for the purchase and sale of the Property, Declarant shall, by written notice (accompanied by a true, correct and complete copy of the Third Party Offer), promptly give to City, or any authorized successor or assignee of City, a first right and opportunity to purchase the Property. Except as hereinafter set forth, such offer shall be at the price and upon the other terms and conditions embodied in the Third Party Offer and as set forth in this Section. If the Third Party Offer is for an exchange of property or for other non-cash consideration, then the price for purposes of City's right to purchase shall be equivalent cash value of the Third Party Offer. City shall have thirty (30) days after receipt by City of said written notice from Declarant in which to deliver to Declarant, a notice of its election to purchase the offered interest upon the price, terms and conditions set forth in said notice to City.

b. If City elects to purchase, Declarant, or such other offeree, shall sell its entire interest in the Property as offered to City, and City shall purchase the same, and City's notice of election shall be accompanied by a payment in the amount, if any, specified as a down payment in the Third Party Offer as communicated to City. The closing of such purchase shall occur at the time and place set forth in the Third Party Offer, and each party shall deliver such documents and take such action in connection with the closing as is required by the offer, except as otherwise required herein.

c. If City shall fail to give notice of election to purchase the offered interest or, after giving notice of election to purchase the offered interest, shall fail to perform its obligations pursuant thereto, Declarant, or such other offeree, may sell and convey the offered interest to the third-person offeror upon the terms and conditions contained in the Third Party Offer provided the transaction closes within one year after the date on which the notice was first given to City.

d. If City's right to purchase is exercised, the following closing procedure shall apply:

- i. The closing date for the sale of the Property to City shall be no less than thirty (30) days and not more than sixty (60) days after the final determination of the purchase price of the Property or interest being purchased. Payment of the purchase price and closing shall be handled according to customary practices for the sale of commercial real estate in Kenmore, Washington. At the request of either party, the closing shall be effected through escrow, the cost of which shall be borne equally by Declarant and City. The purchase price shall be payable to Declarant on the closing date in cash.
- ii. The conveyance of the Property or other interest shall be made by recordable statutory warranty deed to City or its authorized successor or assignee sufficient to transfer good and marketable fee simple title subject only to (i) the lien of current general real estate taxes and special assessments not then due and payable; (ii) any acts or doings caused or suffered by the purchaser, and (iii) such other title exceptions as the purchaser may then agree in writing to accept ("**Permitted Title Exceptions**").

- iii. Declarant shall deliver or cause to be delivered to the purchaser, not later than twenty (20) days prior to the closing, as evidence of Declarant's title to the Property or interest, a commitment for an ALTA owner's standard coverage title insurance policy in the aggregate amount of the purchase price as provided hereunder. The commitment shall be issued by Chicago Title Insurance Company, shall name the purchaser as the proposed insured, and shall show title to the Property or interest in Declarant, subject only to (y) the Permitted Title Exceptions, and (z) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed at closing by the payment of money, but not to exceed the cash portion of the purchase price otherwise payable to Declarant at closing, and which Declarant shall so remove or cause to be removed concurrently with the closing. In addition to the foregoing, Declarant shall remove or cause to be removed, concurrently with the closing, any mortgage and any other related security instrument. Declarant shall pay all premiums, charges and costs incurred in delivering such commitment, and shall pay the real estate excise taxes owed in connection with the conveyance of title to the Property.

7. No Third Party Rights. The provisions of this Declaration are intended for the benefit of, and may only be enforced by, the parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any contractor, architect, consultant, subcontractor, worker, supplier, mechanic, insurer, surety, guest, member of the public, or other third parties having dealing with either of the parties hereto or involved, in any manner, in the Property or the Project.

8. Captions and Headings. Captions and headings used in this Declaration are for convenience of reference only and are not part of the terms of this Agreement or to be used to construe, interpret, modify, qualify, vary or supplement any term, condition, covenant or provision of this Declaration.

9. Defined Terms. Initially-capitalized terms used by not defined herein shall have the meanings stated in the Development Agreement.

IN WITNESS WHEREOF the undersigned have executed this Declaration of Covenants on and as of the Effective Date.

GRANTEE:

CITY OF KENMORE, a Washington
municipal corporation

GRANTOR:

MSPT IV, LLC, a Washington limited
liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTEE'S ACKNOWLEDGMENT

[illegible]

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

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

GRANTOR'S ACKNOWLEDGMENT

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of MSPT VI LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington
Commission

Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE EAST 720 FEET OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE PLAT OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 33 OF PLATS, PAGES 20 AND 21, IN KING COUNTY, WASHINGTON, AND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT THAT IS 300.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTH 87°44'38" WEST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 190.34 FEET TO A POINT DESIGNATED POINT "A" (FOR REFERENCE PURPOSES) ; THENCE CONTINUING NORTH 87°44'38" WEST ALONG SAID LINE, A DISTANCE OF 529.67 FEET TO THE WEST LINE OF THE SAID EAST 720 FEET OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2963377; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE BY DEED RECORDED UNDER RECORDING NUMBER 20140310001133.

EXHIBIT I

Letter Agreement Addressing Satisfaction of Closing Conditions

Letter Agreement Kenmore Park and Ride KC APN# 112604-9152-00
Satisfaction of Purchase and Sale Agreement Contingencies

MSPT VI, LLC, a Washington limited liability company ("Buyer") and City of Kenmore, a Washington municipal corporation ("Seller") entered into a Purchase and Sale Agreement on July 10, 2013, a First Amendment to Purchase and Sale Agreement on September 6, 2013, Second Amendment to Purchase and Sale Agreement on October 9, 2013, Third Amendment to Purchase and Sale Agreement on December 9, 2013 and a Development Agreement on December 9, 2013 ("Agreements").

Buyer and Seller acknowledge completion of the following closing contingencies included as such in the above referenced Agreements:

1. The requirements of Purchase and Sale Agreement Section 6 have been satisfied.
2. Purchase and Sale Agreement Section 7(h) Development Agreement contingency has been satisfied.
3. Purchase and Sale Agreement Section 7(k) SEPA and Site Plan Approval contingency has been satisfied.
4. Purchase and Sale Agreement Section 7(l) City Code Amendment contingency has been satisfied.
5. Purchase and Sale Agreement Section 7(m) Surplus Declaration contingency has been satisfied.
6. Third Amendment to Purchase and Sale Agreement Section 5, which amended Section 7 of the Purchase and Sale Agreement by adding Section 7(o), Street Conversion and Easements, has been satisfied, subject to the following: Parties have agreed that the exact location of the PSE easement identified therein is unknown. Accordingly, this easement shall not be a condition of closing, but Seller acknowledges that future power line undergrounding is contingent on Seller obtaining an easement. If Seller is unable to grant or obtain easement when required then Buyer's obligation to underground terminates.
7. Non-exclusive sewer easement and agreement, in the form attached as Exhibit H to the Third Amendment to Purchase and Sale Agreement Section 6(6), which amended Section 8(a)(i) of the Purchase and Sale Agreement, is no longer necessary so is not a condition of sale or a required closing deliverable.

In light of the foregoing, Buyer and Seller acknowledge and agree that the following is a complete and accurate list of closing deliverables:

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359830.0015: 453750.6

1. By Buyer:

- a. Two executed counterparts of the Deed, acknowledged and agreed to by Buyer;
- b. Funds in an amount sufficient to complete Buyer's purchase of the Property in accordance with the Purchase and Sale Agreement;
- c. Real Estate Excise Tax Affidavit, executed by Buyer;
- d. Closing or settlement statement prepared by Escrow Agent with amounts and adjustments in accordance with this Agreement;
- e. Two executed counterparts of the Storm Easement and Agreement, executed by Buyer;
- f. Two executed counterparts of the Temporary Construction Easement, executed by Buyer;
- g. Declaration of Covenants for recording required by Purchase and Sale Agreement Section 7(j), executed by Buyer; and
- h. Such other documents, instruments and instructions as may be required by Escrow Agent in accordance with standard escrow closing practices in the county in which the Real Property is located for closing of the transaction in accordance with the Purchase and Sale Agreement.

2. By Seller:

- a. Two executed counterparts of the Deed, executed by Seller;
- b. Real Estate Excise Tax Affidavit, executed by Seller;
- c. FIRPTA;
- d. Title Company Affidavit(s) or Indemnity(ies) required under Section 9 of the Purchase and Sale Agreement;
- e. The Development Agreement, executed by Buyer and Seller;
- f. Closing or settlement statement prepared by Escrow Agent with amounts and adjustments in accordance with this Agreement;
- g. Two executed counterparts of the Storm Easement and Agreement, executed by Seller;
- h. Declaration of Covenants, executed by Seller; and
- i. Two executed counterparts of the Temporary Construction Easement, executed by Seller; and
- j. Such other documents, instruments and instructions as may be required by Escrow Agent in accordance with standard escrow closing practices in the county in which the Real Property is located for closing of the transaction in accordance with the Purchase and Sale Agreement.

All other terms and conditions remain the same.

DATED this ____ day of _____, 2014.

SELLER: CITY OF KENMORE, a Municipal corporation By: _____ Name: _____ Title: _____ Date: _____	BUYER: MSPT VI, LLC, a Washington limited liability company By: _____ Name: _____ Title: _____ Date: _____
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78782-0016/LEGAL120601560.1
359830.0015: 453750.6

Subject/Topic:

For Council Meeting Agenda of: May 12, 2014

Prepared by: Kris Overleese/Seyed Safavian

Proposed Council Action/Motion:

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

4/10.5/2/14

ONA

5/2/14

Exhibits/Attachments:

- Attachment A: Final Bid Tabulation Summary
- Attachment B: Plan Sheets
- Attachment C: Cost to Complete

Appropriation Required \$60,462

The project aims to improve vehicular and non motorized safety at two intersections along Juanita Drive by upgrading their signal equipment components such as ADA-compliant pedestrian push buttons, traffic signal loop detection upgrades, as well as enhancing visibility of the signal heads (by placing reflective yellow bands along the perimeters and signal heads). In addition to the above, intersection ramps will also be upgraded to meet the new WSDOT /ADA design guidelines.

The bid opening for the Citywide Safety Project was held on May 22, 2012. The City received two bids (Attachment A shows bid tabulations for each contractor as compared to the engineer's estimate and Attachment B shows two project plan sheets):

- Kamins Construction, Inc with a total bid of \$ 249,596.65, and
- Roadway Construction Northwest, Inc with a total bid of \$ 276,682.90.

A review of the bid documents shows Kamin's bid as responsive.

Engineer's Estimate	\$ 228,658
---------------------	------------

Kamins Construction bid	\$249,596.65
-------------------------	--------------

Delta \$ 20,938.65 (9% over Engineer's Estimate)

As this project has federal funding, WSDOT has a management role in the project. WSDOT has given the City preliminary approval of documentation, but has yet to give the official authorization to award. Staff recommends awarding a contract to Kamins Construction for the Citywide Safety Project, pending WSDOT official approval. While above the engineer's estimate, Kamin's bid is within 10%. Rebidding this work is not likely to reduce the cost significantly given the time of year (contractor's have work lined up for the summer) and we desire to have this work done prior to the Jaunita overlay.

This Project is anticipated to begin construction in June. The contract documents allow Kamins Construction 30 working days to complete the Project and there will be one planned shut down while traffic signal equipment is being procured.

FISCAL CONSIDERATION:

The 2011 – 2012 Budget for completion of design and construction of the Citywide safety Project was \$ 250,000 (A \$250,000 grant from WSDOT and FHWA had been secured and it was anticipated that this would have provided full funding for this project). This grant was written pro bono by a consultant.

Once the project began, WSDOT told the City that ADA ramps must be upgraded with the signal work on Juanita (NE 153rd Pl and NE 170th Street). It also became clear that the full scale of the project as defined in the grant was not feasible. Staff worked with WSDOT to reduce the scope of the project to Juanita improvements at the two intersections.

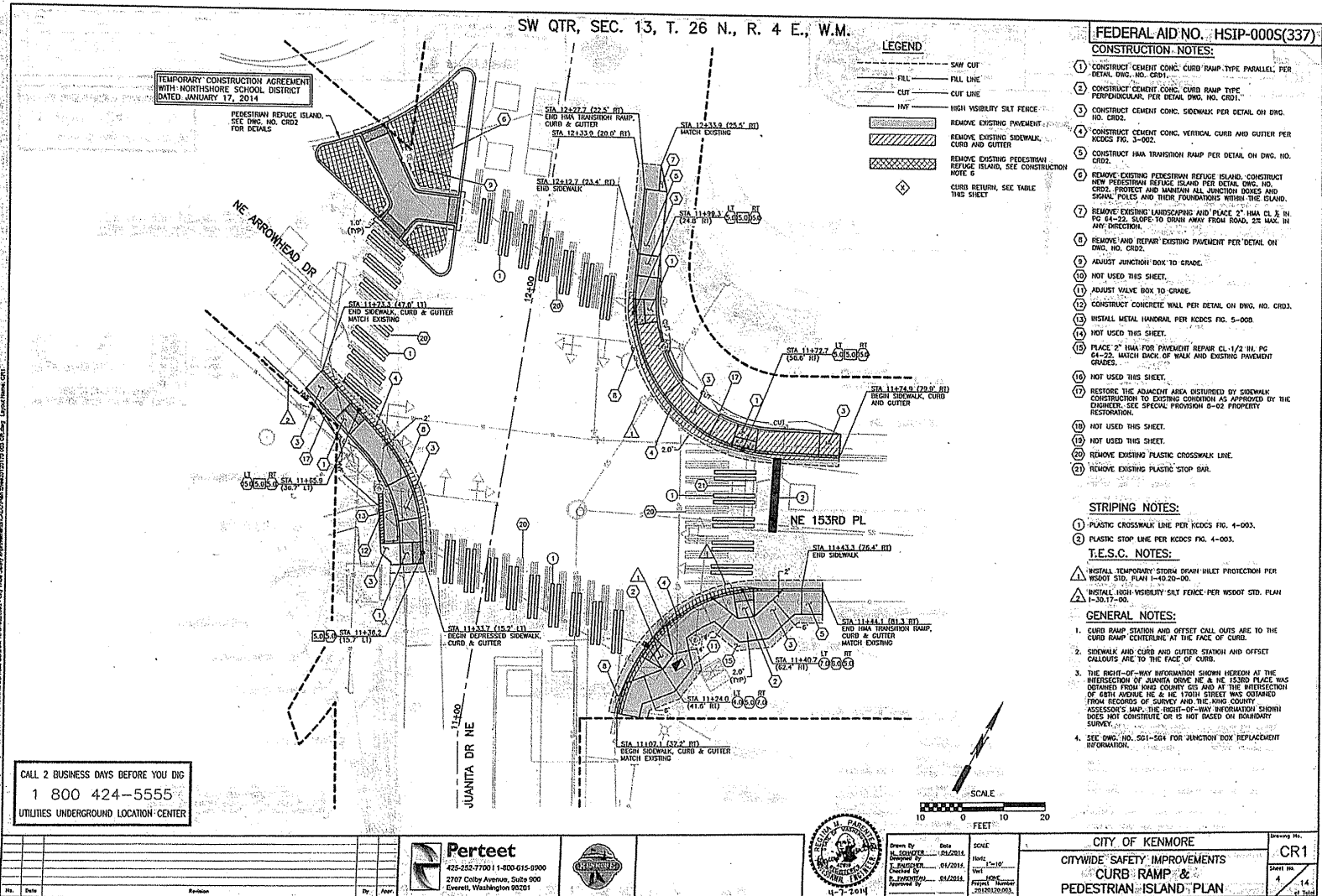
Attachment C demonstrates the cost to complete for the project as re-scoped. A ten percent construction contingency (\$25,000) is built into the overall budget.

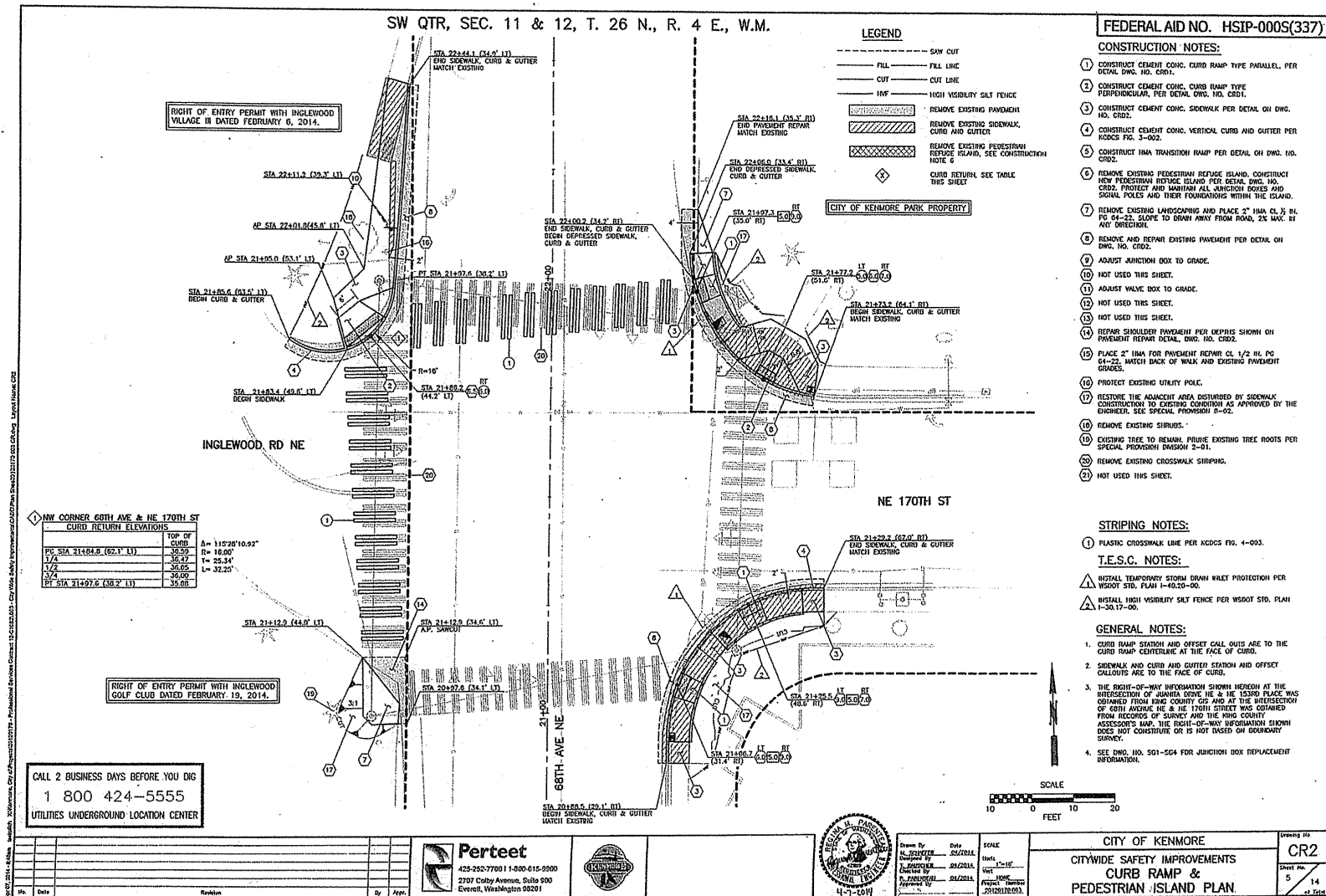
Recommendation: Staff recommends that the City Council authorize the City Manager to award and execute a contract with Kamins Construction for the project based on the submitted bid. In addition to the \$250,000 grant, the City will utilize \$150,462 from the Operations budget of which \$90k is from the current budget and \$60,462 is from the unbudgeted Brightwater mitigation revenue. Staff will return to City Council in the fall to amend the budget as appropriate.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

"To establish a 20 to 30 year sidewalk plan". This project will improve pedestrian safety and access by bringing these intersections into compliance with current design requirements for pedestrian facilities, including the Americans with Disabilities Act (ADA).

Bid Tabulation									
City of Kenmore - Citywide Safety Improvements									
Bids Opened April 30, 2014									
Bid Item No.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		CONTRACTOR			
				UNIT PRICE	AMOUNT	Kamins Construction		Road Construction Northwest	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Unexpected Site Changes	EST	1	\$ 4,000	\$ 4,000	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2	Roadway Surveying	LS	1	\$ 2,880	\$ 2,880	\$ 3,024.00	\$ 3,024.00	\$ 3,000.00	\$ 3,000.00
3	SPCC Plan	LS	1	\$ 500	\$ 500	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
4	Mobilization	LS	1	\$ 19,500	\$ 19,500	\$ 24,132.60	\$ 24,132.60	\$ 28,000.00	\$ 28,000.00
5	Project Temporary Traffic Control	LS	1	\$ 13,000	\$ 13,000	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00
6	Pedestrian Traffic Control	LS	1	\$ 8,000	\$ 8,000	\$ 2,700.00	\$ 2,700.00	\$ 3,500.00	\$ 3,500.00
7	Flaggers and Spotters	HR	184	\$ 70	\$ 12,880	\$ 48.60	\$ 8,942.40	\$ 49.00	\$ 9,016.00
8	Selective Clearing, Grubbing and Pruning	LS	1	\$ 2,500	\$ 2,500	\$ 3,996.00	\$ 3,996.00	\$ 2,500.00	\$ 2,500.00
9	Removing Cement Conc. Sidewalk	SY	97	\$ 20	\$ 1,940	\$ 27.96	\$ 2,712.12	\$ 30.00	\$ 2,910.00
10	Removing Cement Conc. Curb and Gutter	LF	289	\$ 6	\$ 1,734	\$ 15.44	\$ 4,462.16	\$ 10.00	\$ 2,890.00
11	Removing Asphalt Conc. Pavement	SY	264	\$ 16	\$ 4,224	\$ 19.00	\$ 5,016.00	\$ 15.00	\$ 3,960.00
12	Removing Pedestrian Refuge Island	SY	84	\$ 20	\$ 1,680	\$ 35.66	\$ 2,995.44	\$ 25.00	\$ 2,100.00
13	Sawcutting	LF	720	\$ 3	\$ 2,160	\$ 4.32	\$ 3,110.40	\$ 8.15	\$ 5,868.00
14	Structure Excavation Class A Incl. Haul	CY	3	\$ 50	\$ 150	\$ 540.00	\$ 1,620.00	\$ 75.00	\$ 225.00
15	Gravel Backfill to Wall	CY	3	\$ 50	\$ 150	\$ 540.00	\$ 1,620.00	\$ 130.00	\$ 390.00
16	Crushed surfacing Top Course	TON	38	\$ 45	\$ 1,710	\$ 53.89	\$ 2,047.82	\$ 100.00	\$ 3,800.00
17	HMA for Pavement Repair Cl. 1/2 In. PG 64-22	TON	36	\$ 200	\$ 7,200	\$ 275.40	\$ 9,914.40	\$ 250.00	\$ 9,000.00
18	Cement Conc. Pavement For Repair	SY	68	\$ 75	\$ 5,100	\$ 103.52	\$ 7,039.36	\$ 195.00	\$ 13,260.00
19	Reinforced Conc. Wall	SF	32	\$ 120	\$ 3,840	\$ 144.45	\$ 4,622.40	\$ 215.00	\$ 6,880.00
20	Erosion/water Pollution Control	EST	1	\$ 3,000	\$ 3,000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
21	Inlet Protection	EA	5	\$ 100	\$ 500	\$ 54.00	\$ 270.00	\$ 75.00	\$ 375.00
22	High Visibility Silt Fence	LF	188	\$ 5	\$ 940	\$ 2.70	\$ 507.60	\$ 5.00	\$ 940.00
23	Property Restoration	EST	1	\$ 3,000	\$ 3,000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
24	Extruded Curb	LF	185	\$ 40	\$ 7,400	\$ 8.10	\$ 1,498.50	\$ 19.88	\$ 3,677.80
25	Cement Conc. Vertical Curb and Gutter	LF	407	\$ 40	\$ 16,280	\$ 33.77	\$ 13,744.39	\$ 45.00	\$ 18,315.00
26	Stamped Cement Conc. Pedestrian Refuge Isl	SY	76	\$ 100	\$ 7,600	\$ 122.98	\$ 9,346.48	\$ 110.00	\$ 8,360.00
27	Cement Conc. Sidewalk	SY	119	\$ 50	\$ 5,950	\$ 58.52	\$ 6,963.88	\$ 85.00	\$ 10,115.00
28	Detectable Warning Surface	EA	36	\$ 40	\$ 1,440	\$ 43.20	\$ 1,555.20	\$ 50.00	\$ 1,800.00
29	Cement Conc. Curb Ramp Type Perpendicular	SY	41	\$ 160	\$ 6,560	\$ 110.53	\$ 4,531.73	\$ 125.00	\$ 5,125.00
30	Cement Conc. Curb Ramp Type Parallel	SY	97	\$ 160	\$ 15,520	\$ 116.93	\$ 11,342.21	\$ 125.00	\$ 12,125.00
31	Adjust Gas Valve Box	EA	1	\$ 350	\$ 350	\$ 297.00	\$ 297.00	\$ 450.00	\$ 450.00
32	Adjust Existing JB	EA	2	\$ 500	\$ 1,000	\$ 270.00	\$ 540.00	\$ 450.00	\$ 900.00
33	Replace Existing JB Type 1 with New JB Type	EA	2	\$ 500	\$ 1,000	\$ 835.92	\$ 1,671.84	\$ 775.80	\$ 1,551.60
34	Replace Existing JB Type 1 with New JB Type	EA	2	\$ 750	\$ 1,500	\$ 1,347.84	\$ 2,695.68	\$ 1,250.00	\$ 2,500.00
35	Replace Existing JB Type 2 with New JB Type	EA	1	\$ 750	\$ 750	\$ 1,205.28	\$ 1,205.28	\$ 1,120.00	\$ 1,120.00
36	Ped Signal System Mods - Juanita Dr NE & NE	LS	1	\$ 22,000	\$ 22,000	\$ 33,816.96	\$ 33,816.96	\$ 37,000.00	\$ 37,000.00
37	Ped Signal System Mods - 68th Ave NE & NE	LS	1	\$ 16,000	\$ 16,000	\$ 25,305.48	\$ 25,305.48	\$ 27,000.00	\$ 27,000.00
38	Retrofit Signal Head Backplate	EA	18	\$ 250	\$ 4,500	\$ 528.73	\$ 9,517.14	\$ 500.00	\$ 9,000.00
39	Loop Replacement Type 3	EA	14	\$ 900	\$ 12,600	\$ 938.52	\$ 13,139.28	\$ 900.00	\$ 12,600.00
40	Permanent Signing	LS	1	\$ 250	\$ 250	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00
41	Plastic Crosswalk Line	SF	694	\$ 3	\$ 2,082	\$ 3.67	\$ 2,546.98	\$ 6.15	\$ 4,268.10
42	Plastic Stop Line	LF	18	\$ 15	\$ 270	\$ 6.59	\$ 118.62	\$ 14.50	\$ 261.00
43	Removing Plastic Crosswalk Line	SF	1,154	\$ 2	\$ 2,308	\$ 2.43	\$ 2,804.22	\$ 4.00	\$ 4,616.00
44	Removing Plastic Line	LF	17	\$ 5	\$ 85	\$ 3.24	\$ 55.08	\$ 8.00	\$ 136.00
45	Metal Handrail	LF	15	\$ 175	\$ 2,625	\$ 151.20	\$ 2,268.00	\$ 210.00	\$ 3,150.00
TOTAL				\$ 228,658		\$ 249,596.65		\$ 276,684.50	





Attachment C

CITYWIDE BUDGET

Administration - Staff Costs	Estimated Hours	Rate	1-May-14
City Engineer (Kris)	10	150.00	\$ 1,500
Senior Civil Engineer (Kent)	84	120.00	\$ 10,080
Temp PM	80	52.00	\$ 4,160
Subtotal Administration			\$ 11,580
Design			
Consultant (Perteet)			\$ 58,577
WSDOT (CA Srvcs)			\$ 2,000
Subtotal Design (Incl Administration)			\$ 72,157
Right of Way			
Subtotal Right of Way			\$ -
Construction			
Construction			\$ 249,597
Construction Contingency (10%)			\$ 25,000
Subtotal Construction			\$ 274,597
Construction Management			
WSDOT (CA Srvcs)			\$ 3,000
King County Traffic Division			\$ 3,000
Construction Manager - Tempora 500	52.00		\$ 26,000
Perteet Suppl (incl added Design and Const support)			\$ 21,708
Subtotal Construction Management			\$ 53,708
			\$ 400,462

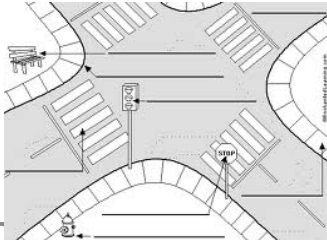
Federal Funds	\$	250,000
Operations/ramps	\$	90,000
Street Fund		\$60,462
	\$	400,462 rounded

Citywide Traffic Safety Improvement

- Project Description
- Budget & Expenditure
- Project Coordination
- Project Schedule

Project Descriptions

To improving traffic safety at the two intersections:



Juanita Drive at NE 170th street
Juanita Drive at 153rd Place

Improvements included in the plan are:



Signal head visibility enhancement
Fully ADA compliant ramps
Audible crossing push buttons
Intersection crossing countdowns
Provision for SB Bike lane
More visible Pedestrian Crossing

Budget & Expenditure

BUDGET:

• Federal Grant	\$250,000
• City (Operation & Ramp)	\$90,000
• City (Street Funds)	\$60,462
Total	\$400,462



EXPENDITURE:

• Design	\$72,157
• Construction Contract	\$249,597
• Contingency	\$25,000
• Construction Management	\$53,708
Total	\$400,462



Project Coordination

- City-wide Safety and the Juanita Drive Overlay projects are fully coordinated
- King County (under an Agreement with the City) will perform the overlay project through a separate construction contract
- Intersection channelization and striping will be consistent between the two projects
- Overlay project will complement the Safety project on such items as pedestrian crossing, pavement marking and sign installation
- Sharrow lane in the northbound and non-motorized lane in the southbound



Project Schedule

- City Council Contract Award (Kamins for \$249,597) May 12, 2014
- Project Pre-con Late May, 2014
- Construction Begins Mid June, 2014
- Construction to be completed August, 2014



Subject/Topic: March 2014 Financial Report Presentation

Department: Finance and Administration

Prepared by: Joanne Gregory

Initial & Date

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Proposed Council Action/Motion:

Receive and File March 2014 Financial Report for the City of Kenmore, Washington

Exhibits/Attachments:

March 2014 Financial Report for the City of Kenmore,
Washington.

Expenditure Required N/A

Amount Budgeted

\$53,237,067 Revenues, as amended

\$54,932,142 Expenditures, as amended

Appropriation Required N/A

INFORMATION/BACKGROUND:

The March 2014 monthly financial report is presented for Council review. This provides the opportunity for the City Council and the community to receive information on the City of Kenmore's biennium to date revenues and expenditures in comparison to the City's 2013-2014 amended biennial budget. The adopted budget was amended on March 25, 2013 and again on December 2, 2013 during the mid biennial review; and this report reflects the amended appropriations. It also provides an opportunity to identify any potential variances or fluctuations from the budget.

FISCAL CONSIDERATION:

This March marks the 15th month of the 24 month 2013-2014 biennium and, as a benchmark, the City is 62.5% through the budget period. The monthly schedules attached include the Transportation Benefit District Fund for informational purposes although it is a separate entity.

Washington State's economy continues to improve slowly with employment increasing in all sectors except federal government and aerospace. The State recently revised its revenue forecast upwards as well and reported Gross domestic product (GDP) is expected to grow about 2.9% in 2014 compared to 1.9% in 2013 (GDP is the market value of goods and services produced in the country usually in a year).

Washington personal income is forecast to average 5.1% annual growth over the next several years. A good presentation from the Washington State Economic and Revenue Forecast Council can be found at <http://www.erfc.wa.gov/presentations>. Nationally, the unemployment rate remained unchanged at 6.7% and the Dow Jones closed up from February at 16,457.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: April 14, 2014
RE: March 2014 Financial Reports for the City of Kenmore, Washington

March 2014 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
- Street Fund Summary - New
- Other Funds Monthly Activity
- Cash and Investment Report
- Schedule of Investments
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Monthly Report for Transportation Benefit District

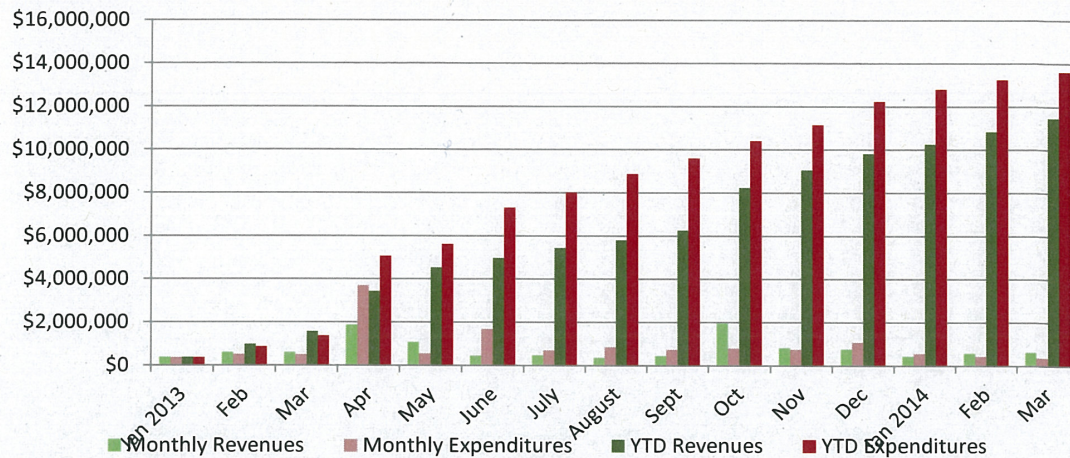
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, March is the fifteenth month (62%) of the 2013-2014 biennial budget period. For the month of March, revenues exceeded expenditures in the General Fund by \$260,485. Biennium expenditures exceed revenue by \$2,146,032, however removing the one-time \$2.5M transfer to the Strategic Opportunities Fund from the comparison shows that biennium to date revenues exceed expenditures by \$353,968.

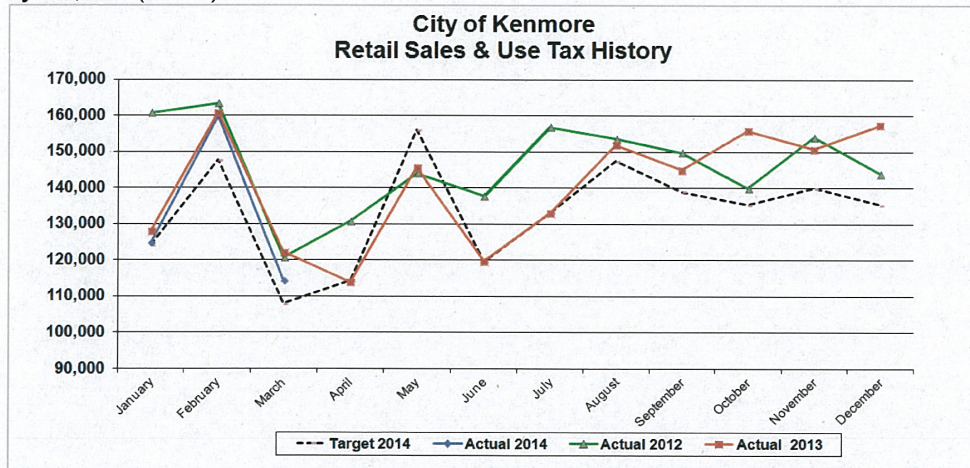
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through March 2014.

City of Kenmore, Washington
Monthly Financial Report
March 2014



Total **revenues** for the month were **\$630,340**. Biennium to date revenues are \$11,465,523 which is 59.8% of the budgeted revenues of \$19,162,391. Primary sources of revenue for the month included property taxes in the amount of \$215,608, development fees & permits in the amount of \$57,842, retail sales and use taxes in the amount of \$114,468, and utility taxes in the amount of \$136,792. Next month (April) and May will reflect significant distributions of 2014 property taxes, the first half of which are due April 30.

A summary of sales tax revenues received in March is attached. These receipts are based on January sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2014 line is a monthly average of actual receipts during 2011, 2012, and 2013. The blue line represents 2014 actual receipts which are \$7,778 (3%) below 2013, but ahead of budget by \$6,567 (0.5%).

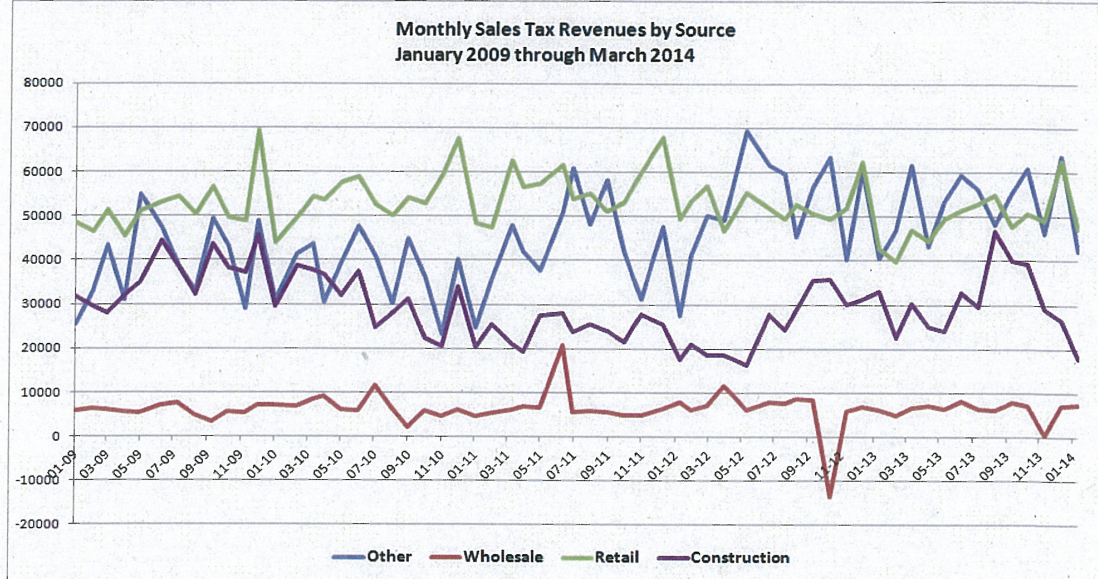


The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through March 2014. Construction sales

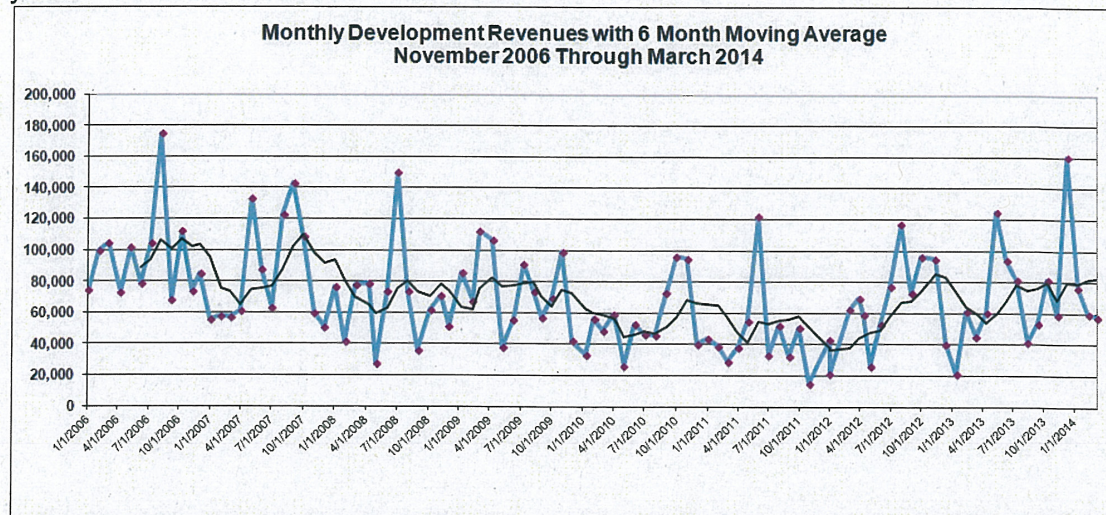
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City of Kenmore, Washington
 Monthly Financial Report
 March 2014

taxes are shown without the benefit of the Brightwater construction project from prior years. The construction segment and "Other" (includes agriculture, services, manufacturing, transportation and utilities) are showing a positive trend of improvement recently. In December 2013, \$20,000 was deducted from the City's sales tax receipts by Department of Revenue to correct a prior error (see the dip in the wholesale line). The \$20k adjustment was related to a refund request received by the Department of Revenue to reclassify income from retailing to wholesaling.



The following chart illustrates the development revenue activity over the last seven years.



City of Kenmore, Washington
 Monthly Financial Report
 March 2014

March 2014 expenditures were **\$369,855**. Biennium to date expenditures are \$13,611,555, which is 62.1% of the amended budget expenditures of \$21,914,645, a high percentage due to the \$3M interfund transfers recorded in April 2013. Removing the one-time \$2.5M transfer to the Strategic Opportunities Fund from the expenditure balance indicates that expenditures are right at 51% of the biennial budget.

OTHER FUNDS

The March cash activity for all funds is presented on the attached All Funds Cash Summary. Total City cash (\$4,933,924) and investments (\$11,091,032), at the end of February, totaled \$17,267,797. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2013-2014 biennial budget.

Total non-General Fund revenues were \$261,551 and total non-General Fund expenditures were \$316,525.

In the **Street Fund** revenue from gas tax distributions was \$34,273. The attached Street Fund Summary Report is a new report that illustrates the monthly and budget-to-date activity of the fund.

There was \$0 in revenues for the **Park Impact Fee** fund during the month of March. Revenues are not meeting budget projections and are presently at 52% of the biennial budget or about \$35,098 less than expected for biennium. This fund has a significant fund balance that is supporting current park projects so the shortfall does not have an immediate impact.

There was \$0 in revenues for the **Transportation Impact Fee** fund during the month of March. The revenues are at 65% of the budget or about \$20,209 more than the expected amount for the biennium. There are adequate funds available for the projects currently budgeted and proposed in the CIP.

The **Real Estate Excise Tax** Fund received \$30,426 of real estate excise taxes (REET) in March from sales activity that occurred in February. 16 transactions were reported this month. Year to date revenue exceeds the 2013-14 budget by \$336,839.

The **Kenmore Village Fund** received \$90,000 in earnest money from the company purchasing the residential portion of Kenmore Village.

The **Transportation Benefit District** Fund received \$22,579 in vehicle license fees during the month bringing the biennium to date revenues to \$224,211 which is 42% of the \$535,000 budgeted for biennium.

The **Surface Water Fund** revenues are tracking ahead of budget (57%) and operating expenditures are at 44%.

SUMMARY

This concludes the financial report for the City of Kenmore as of **March 31, 2014**. 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
March 31, 2014**



	CURRENT PERIOD 2013-2014				PRIOR PERIOD 2011-2012			
	MONTH March 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014	March 2012	BIENNIUM TO DATE 2011-2012	% of BUDGET	BIENNIUM BUDGET 2011-2012
REVENUES								
Beginning Fund Balance		5,539,954		5,338,942				4,941,884
Property Taxes	215,608	4,576,272	54.0%	8,469,973	190,083	4,396,928	53.3%	8,254,387
Sales and Use Taxes	150,978	2,675,389	67.6%	3,960,331	150,162	2,682,896	61.8%	4,339,202
Utility Taxes	136,792	1,776,666	60.4%	2,942,395	141,407	1,842,653	61.4%	3,002,082
Other Taxes	0	60,824	99.2%	61,300	0	34,767	33.4%	104,104
Development Fees & Permits	57,842	1,083,266	73.9%	1,465,185	70,232	712,228	49.5%	1,439,095
Franchise Fees	0	380,667	38.4%	992,405	0	459,762	70.7%	650,588
Intergovernmental and Grants	54,917	451,412	70.5%	639,866	33,877	442,675	58.1%	761,476
Investment Interest	3,176	60,073	102.9%	58,400	16,840	57,851	103.3%	56,000
Fines and Forfeitures	-31	-1,910	0.0%	0	3	667	n/a	0
Transfers and Other Revenues	11,058	402,863	70.4%	572,536	2,023	201,908	59.6%	338,662
Total Revenues	630,340	11,465,523	59.8%	19,162,391	604,627	10,832,335	57.2%	18,945,596
Total Revenues & Beginning Fund Balance		17,005,477		24,501,333				23,887,480

	CURRENT PERIOD 2013-2014				PRIOR PERIOD 2011-2012			
	MONTH March	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014	March	BIENNIUM TO DATE 2011-2012	% of BUDGET	BIENNIUM BUDGET 2011-2012
EXPENDITURES								
Cost Center								
City Council	8,629	133,214	62.3%	213,950	8,784	155,219	71.3%	217,644
City Manager	66,493	1,324,359	62.2%	2,129,379	130,086	1,160,837	64.6%	1,796,600
City Clerk	7,949	126,474	52.0%	243,139	20,340	323,938	60.4%	536,261
Finance	24,743	396,957	54.0%	735,429	27,212	379,433	59.4%	639,213
Legal	12,709	294,026	68.4%	430,000	31,971	328,304	66.4%	494,285
Non-Departmental	31,437	1,159,316	75.6%	1,533,487	12,436	1,304,342	85.1%	1,532,818
Interfund Transfers*	0	3,316,000	81.8%	4,056,101	0	600,000	38.4%	1,564,000
Public Safety	53,572	3,879,766	51.4%	7,553,348	40,105	3,510,205	48.9%	7,179,563
Engineering	44,510	803,855	59.0%	1,361,385	47,007	638,917	61.1%	1,045,741
Planning & Community Dev	34,772	583,810	62.1%	939,441	26,557	407,823	57.2%	712,632
Land Dev & Permitting	43,425	764,921	56.2%	1,361,715	44,778	690,176	46.0%	1,501,147
Parks & Facility Maintenance	41,617	828,858	61.1%	1,357,271	45,484	858,040	50.6%	1,695,042
Total Expenditures	369,855	13,611,555	62.1%	21,914,645	434,762	10,357,232	54.8%	18,914,946
Ending Fund Balance		3,393,922		2,586,688			0.0%	4,972,534
Total Expenditures and Ending Fund Balance		17,005,477		24,501,333				23,887,480

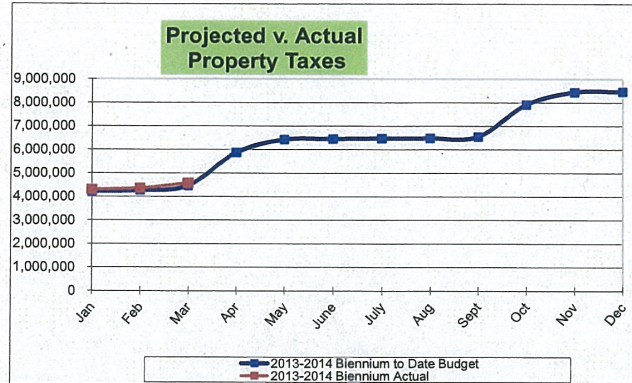
*Interfund Transfers in 2013 include one time \$2.5M transfer to Strategic Opportunities Fund.

**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2014**

PROPERTY TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	4,213,917	4,286,383
Jan	4,225,990	4,303,470
Feb	4,273,536	4,360,664
Mar	4,467,727	4,576,272
Apr	5,875,364	
May	6,429,342	
June	6,454,230	
July	6,482,012	
Aug	6,489,617	
Sept	6,550,467	
Oct	7,912,125	
Nov	8,449,892	
Dec	8,469,973	

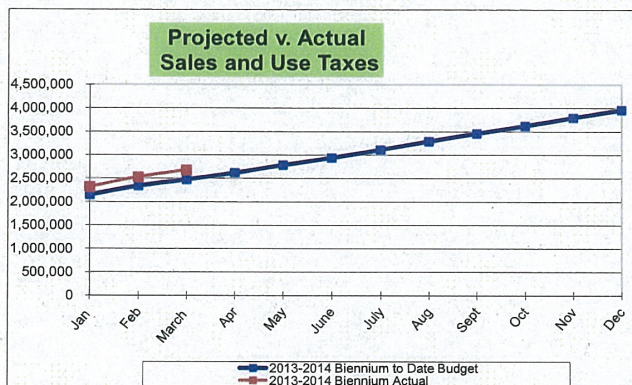
Year To Date
Actual v. Projected 102%



SALES, USE, CRIM JUSTICE TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,975,227	2,151,641
Jan	2,151,044	2,315,482
Feb	2,338,721	2,524,411
March	2,475,114	2,675,389
Apr	2,621,639	
May	2,785,165	
June	2,939,366	
July	3,114,057	
Aug	3,288,505	
Sept	3,458,591	
Oct	3,620,443	
Nov	3,796,178	
Dec	3,960,331	

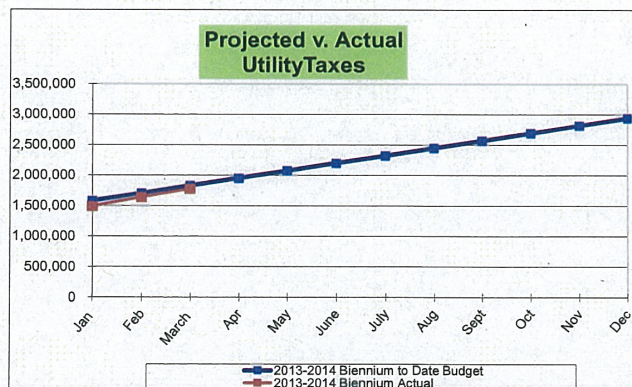
Year To Date
Actual v. Projected 108%



UTILITY TAXES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,458,389	1,352,891
Jan	1,582,056	1,489,689
Feb	1,705,723	1,639,874
March	1,829,391	1,776,666
Apr	1,953,058	
May	2,076,725	
June	2,200,392	
July	2,324,059	
Aug	2,447,726	
Sept	2,571,394	
Oct	2,695,061	
Nov	2,818,728	
Dec	2,942,395	

Year To Date
Actual v. Projected 97%

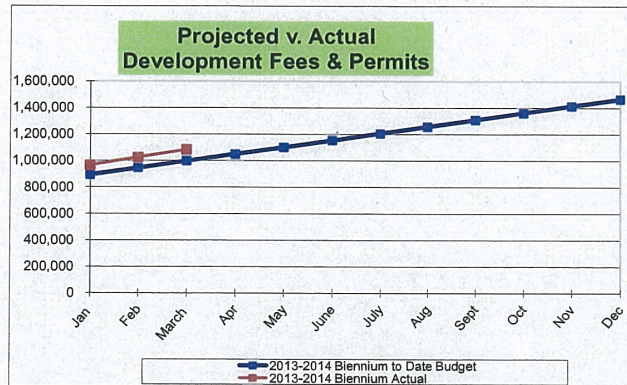


**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2014**

DEVELOPMENT FEES & PERMITS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	842,335	888,463
Jan	894,239	965,292
Feb	946,143	1,025,424
March	998,048	1,083,266
Apr	1,049,952	
May	1,101,856	
June	1,153,760	
July	1,205,664	
Aug	1,257,568	
Sept	1,309,473	
Oct	1,361,377	
Nov	1,413,281	
Dec	1,465,185	

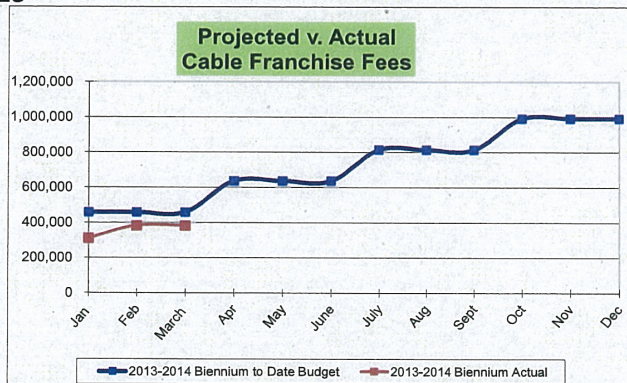
Year To Date
Actual v. Projected 109%



CABLE/WATER/SEWER FRANCHISE FEES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	280,537	303,218
Jan	458,504	309,382
Feb	458,504	380,667
March	458,504	380,667
Apr	636,471	
May	636,471	
June	636,471	
July	814,438	
Aug	814,438	
Sept	814,438	
Oct	992,405	
Nov	992,405	
Dec	992,405	

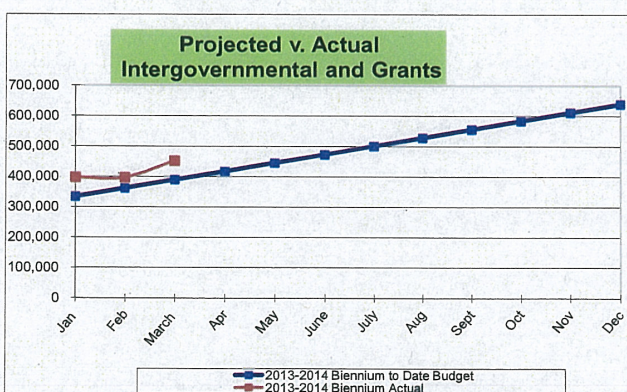
Year To Date
Actual v. Projected 83%



INTERGOVERNMENTAL & GRANTS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	305,882	366,889
Jan	333,714	396,495
Feb	361,546	396,495
March	389,378	451,412
Apr	417,210	
May	445,042	
June	472,874	
July	500,706	
Aug	528,538	
Sept	556,370	
Oct	584,202	
Nov	612,034	
Dec	639,866	

Year To Date
Actual v. Projected 116%

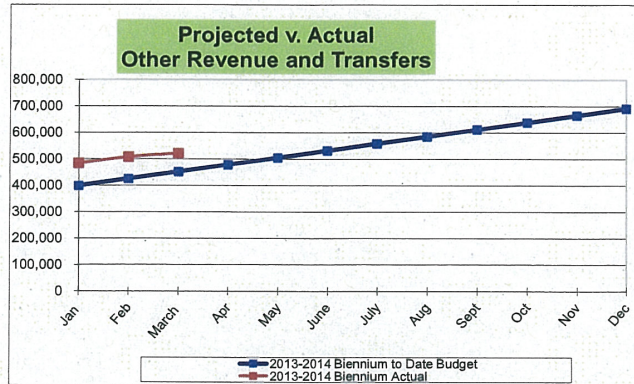


**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2014**

OTHER REVENUES AND TRANSFERS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	371,901	472,991
Jan	398,596	483,827
Feb	425,290	507,647
March	451,985	521,850
Apr	478,679	
May	505,374	
June	532,069	
July	558,763	
Aug	585,458	
Sept	612,152	
Oct	638,847	
Nov	665,541	
Dec	692,236	

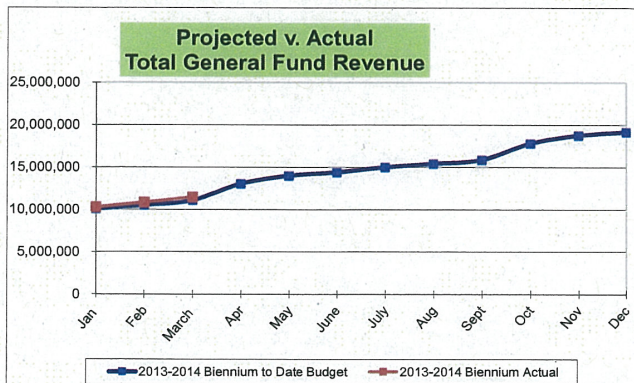
Year To Date
Actual v. Projected 115%



TOTAL GENERAL FUND REVENUE

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
Jan	10,044,143	10,263,636
Feb	10,509,463	10,835,183
March	11,070,146	11,465,523
Apr	13,032,373	
May	13,979,975	
June	14,389,162	
July	14,999,699	
Aug	15,411,850	
Sept	15,872,885	
Oct	17,804,460	
Nov	18,748,059	
Dec	19,162,390	

Year To Date
Actual v. Projected 102%

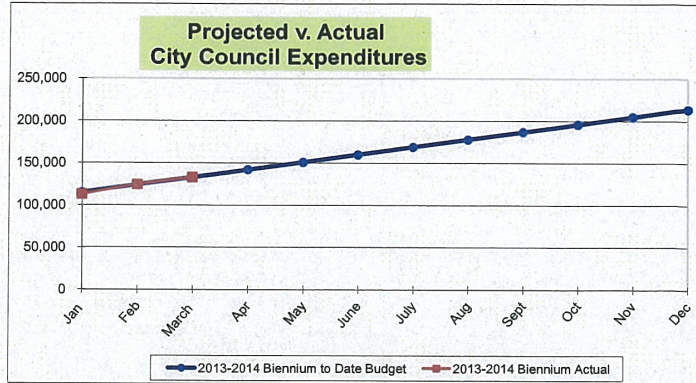


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2014**

CITY COUNCIL

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	106,114	105,395
Jan	115,100	113,127
Feb	124,087	124,585
March	133,073	133,214
Apr	142,059	
May	151,046	
June	160,032	
July	169,018	
Aug	178,005	
Sept	186,991	
Oct	195,977	
Nov	204,964	
Dec	213,950	

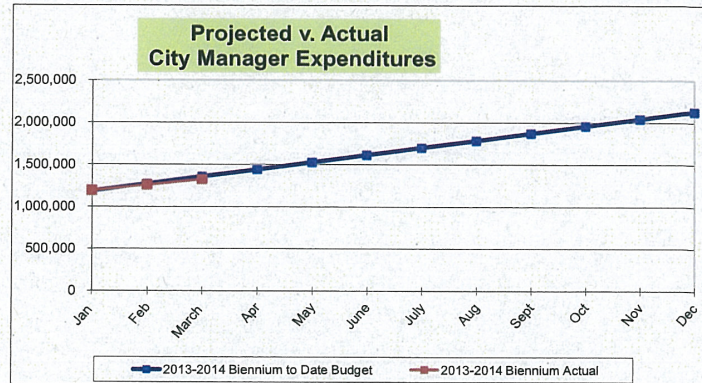
Year To Date
Actual v. Projected 100%



CITY MANAGER

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	1,097,895	1,130,965
Jan	1,183,852	1,189,496
Feb	1,269,809	1,257,866
March	1,355,766	1,324,359
Apr	1,441,723	
May	1,527,680	
June	1,613,637	
July	1,699,594	
Aug	1,785,551	
Sept	1,871,508	
Oct	1,957,465	
Nov	2,043,422	
Dec	2,129,379	

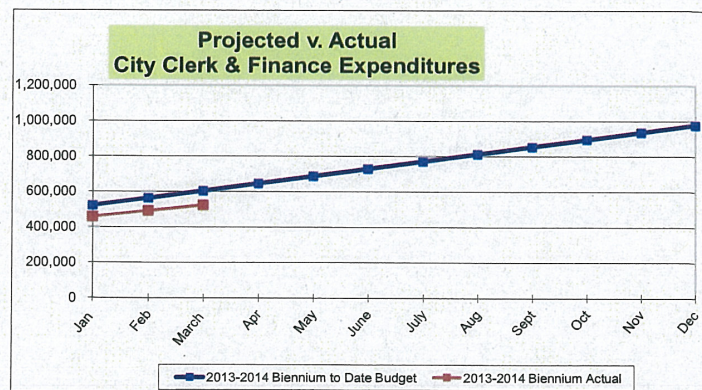
Year To Date
Actual v. Projected 98%



CITY CLERK & FINANCE

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	480,650	425,025
Jan	522,143	457,052
Feb	563,636	490,739
March	605,130	523,431
Apr	646,623	
May	688,116	
June	729,609	
July	771,102	
Aug	812,595	
Sept	854,089	
Oct	895,582	
Nov	937,075	
Dec	978,568	

Year To Date
Actual v. Projected 86%



City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2014

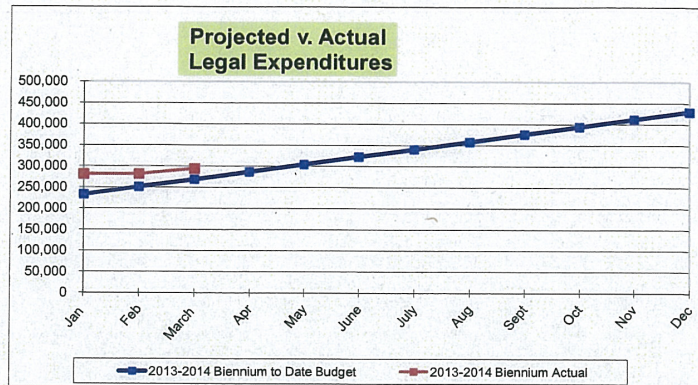
LEGAL

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	215,000	281,017
Jan	232,917	281,092
Feb	250,833	281,317
March	268,750	294,026
Apr	286,667	
May	304,583	
June	322,500	
July	340,417	
Aug	358,333	
Sept	376,250	
Oct	394,167	
Nov	412,083	
Dec	430,000	

Year To Date

Actual v. Projected

109%



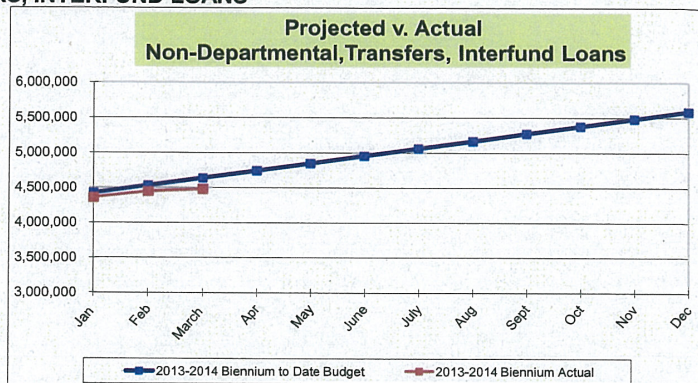
NON-DEPARTMENTAL, TRANSFERS, INTERFUND LOANS

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	4,318,276	4,104,765
Jan	4,424,219	4,357,541
Feb	4,530,161	4,443,879
March	4,636,104	4,475,316
Apr	4,742,047	
May	4,847,989	
June	4,953,932	
July	5,059,875	
Aug	5,165,817	
Sept	5,271,760	
Oct	5,377,703	
Nov	5,483,645	
Dec	5,589,588	

Year To Date

Actual v. Projected

97%



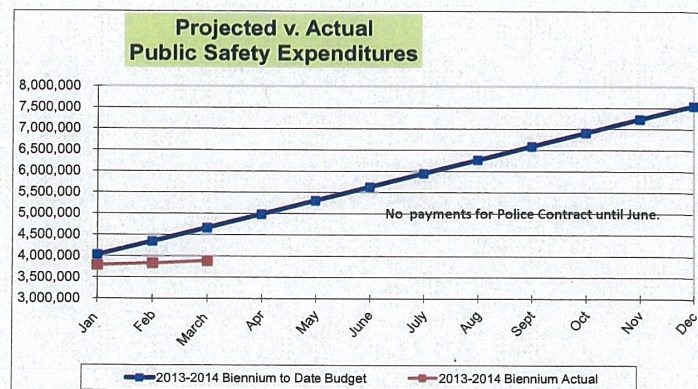
PUBLIC SAFETY

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	3,707,398	3,758,635
Jan	4,027,894	3,779,350
Feb	4,348,390	3,826,193
March	4,668,886	3,879,765
Apr	4,989,381	
May	5,309,877	
June	5,630,373	
July	5,950,869	
Aug	6,271,365	
Sept	6,591,861	
Oct	6,912,356	
Nov	7,232,852	
Dec	7,553,348	

Year To Date

Actual v. Projected

83%

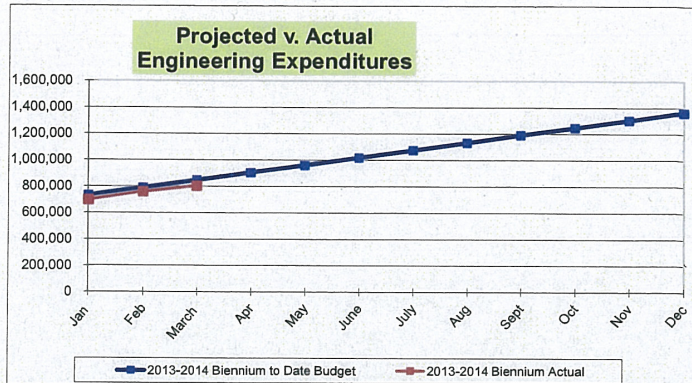


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2014**

ENGINEERING

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	676,151	654,546
Jan	733,254	698,559
Feb	790,357	759,345
March	847,460	803,854
Apr	904,562	
May	961,665	
June	1,018,768	
July	1,075,871	
Aug	1,132,974	
Sept	1,190,077	
Oct	1,247,179	
Nov	1,304,282	
Dec	1,361,385	

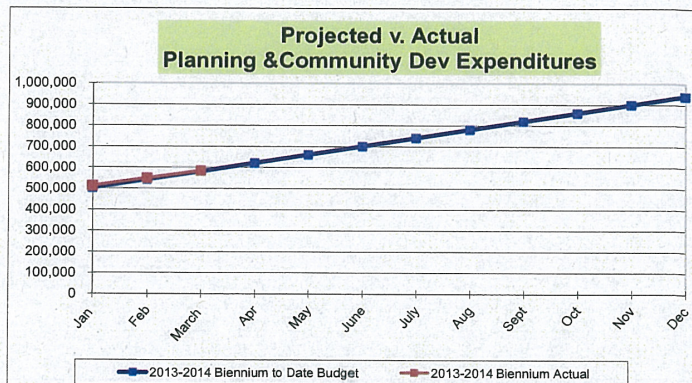
Year To Date
Actual v. Projected 95%



PLANNING & COMMUNITY DEV

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	462,482	477,890
Jan	502,229	512,492
Feb	541,975	549,038
March	581,722	583,810
Apr	621,468	
May	661,215	
June	700,962	
July	740,708	
Aug	780,455	
Sept	820,201	
Oct	859,948	
Nov	899,694	
Dec	939,441	

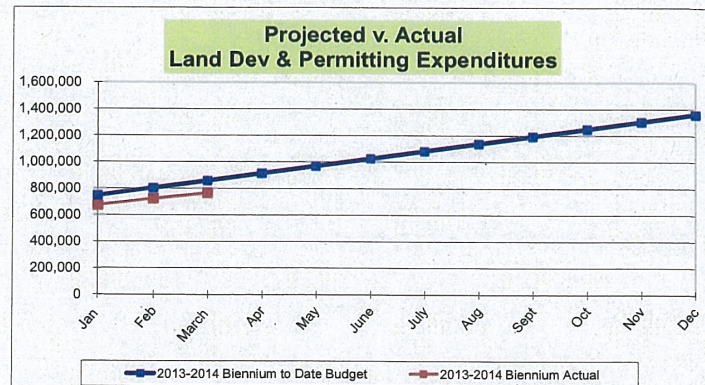
Year To Date
Actual v. Projected 100%



LAND DEV & PERMITTING

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	691,577	629,252
Jan	747,422	672,655
Feb	803,267	721,497
March	859,112	764,921
Apr	914,956	
May	970,801	
June	1,026,646	
July	1,082,491	
Aug	1,138,336	
Sept	1,194,181	
Oct	1,250,025	
Nov	1,305,870	
Dec	1,361,715	

Year To Date
Actual v. Projected 89%

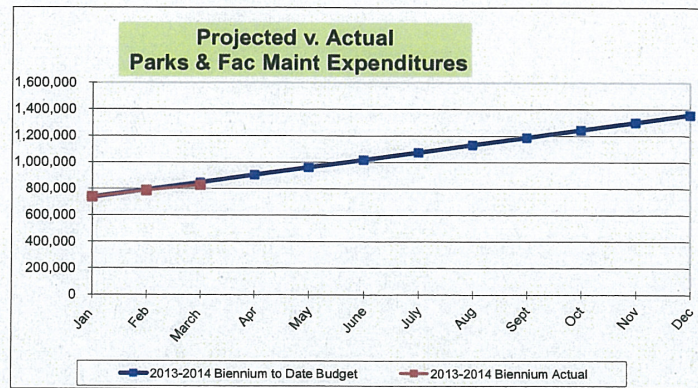


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2014**

PARKS & FACILITY MAINT

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
2013	678,530	671,352
Jan	735,092	738,323
Feb	791,654	787,241
March	848,215	828,858
Apr	904,777	
May	961,339	
June	1,017,901	
July	1,074,462	
Aug	1,131,024	
Sept	1,187,586	
Oct	1,244,148	
Nov	1,300,709	
Dec	1,357,271	

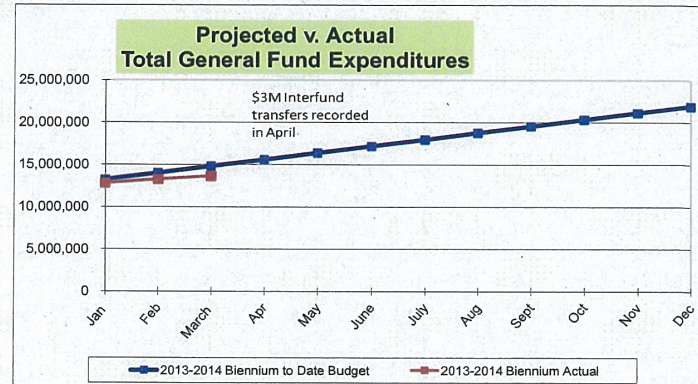
Year To Date
Actual v. Projected 98%



TOTAL GENERAL FUND EXPENDITURES

	2013-2014 Biennium to Date Budget	2013-2014 Biennium Actual
Jan	13,224,121	12,799,687
Feb	14,014,168	13,241,700
March	14,804,216	13,611,555
Apr	15,594,284	
May	16,384,311	
June	17,174,359	
July	17,964,407	
Aug	18,754,454	
Sept	19,544,502	
Oct	20,334,550	
Nov	21,124,597	
Dec	21,914,645	
2013-2014	21,914,645	

Year To Date
Actual v. Projected 97%



City of Kenmore, Washington
All Funds Cash Summary
March 31, 2014



	2011-2012			2013-2014
	BIENNIUM TO DATE	BUDGET	March	BIENNIUM TO DATE
GENERAL FUND				
Beginning Cash	4,941,884	4,337,249		4,337,249
Interfund Loan Repayment	0	0		1,200,000
Revenues	18,860,927	19,162,390	630,340	11,465,523
Total Sources	23,802,811	23,499,639	630,340	17,002,772
Interfund Loans	1,200,000	0		0
Expenditures	18,262,857	21,914,645	369,855	13,611,555
Ending Cash	4,339,954	1,584,994		3,391,217
Total Uses	23,802,811	23,499,639	369,855	17,002,772
STREET FUND				
Beginning Cash	2,040,582	1,513,938		1,513,938
Interfund Loan	0	0		0
Revenues	2,144,716	3,264,173	34,273	1,938,686
Total Sources	4,185,298	4,778,111	34,273	3,452,624
Expenditures	2,672,835	3,279,126	69,956	1,393,112
Ending Cash	1,512,463	1,498,985		2,059,512
Total Uses	4,185,298	4,778,111	69,956	3,452,624
TRANSPORTATION CAPITAL FUND				
Beginning Cash	1,209,197	427,539		427,539
Revenues	4,657,682	12,656,875	0	2,127,659
Total Sources	5,866,879	13,084,414	0	2,555,198
Expenditures	4,447,557	12,246,837	55,204	1,794,315
Ending Cash	1,419,322	837,577		760,883
Total Uses	5,866,879	13,084,414	55,204	2,555,198
PUBLIC ART FUND				
Beginning Cash	68,244	68,540		68,540
Revenues	1,296	600	0	447
Total Sources	69,540	69,140	0	68,987
Expenditures	1,000	1,000	0	1,507
Ending Cash	68,540	68,140		67,480
Total Uses	69,540	69,140	0	68,987
PARK IMPACT FEE FUND				
Beginning Cash	1,354,455	1,610,440		1,610,440
Revenues	285,604	346,567	0	180,704
Total Sources	1,640,059	1,957,007	0	1,791,144
Expenditures	29,620	1,059,000	0	297,921
Ending Cash	1,610,439	898,007		1,493,223
Total Uses	1,640,059	1,957,007	0	1,791,144
TRANSPORTATION IMPACT FEE FUND				
Beginning Cash	545,655	240,535		240,535
Revenues	916,135	876,670	0	566,357
Total Sources	1,461,790	1,117,205	0	806,892
Expenditures	1,221,255	822,500	0	248,000
Ending Cash	240,535	294,705		558,892
Total Uses	1,461,790	1,117,205	0	806,892
SWAMP CREEK BASIN FUND				
Beginning Cash	1,762,640	1,581,067		1,581,067
Revenues	16,536	16,000	0	10,057
Total Sources	1,779,176	1,597,067	0	1,591,124
Expenditures	198,109	160,000	0	109,873
Ending Cash	1,581,067	1,437,067		1,481,251
Total Uses	1,779,176	1,597,067	0	1,591,124
TRANSPORTATION BENEFIT DISTRICT FUND				
Beginning Cash	0	0		0
Revenues	0	535,000	22,579	224,211
Total Sources	0	535,000	22,579	224,211
Expenditures	0	535,000	0	7,500
Ending Cash	0	0		216,711
Total Uses	0	535,000	0	224,211
SAMMAMISH BRIDGE REPLACEMENT FUND				
Beginning Cash	0	0		0
Revenues	0	80,000	0	80,264
Total Sources	0	80,000	0	80,264
Expenditures	0	80,000	0	0
Ending Cash	0	0		80,264
Total Uses	0	80,000	0	80,264

**City of Kenmore, Washington
All Funds Cash Summary
March 31, 2014**



	2011-2012 BIENNIAL TO DATE	BUDGET	March	2013-2014 BIENNIAL TO DATE
REAL ESTATE EXCISE TAX FUND				
Beginning Cash	1,866,318	1,965,806		1,965,806
Revenues	1,497,557	1,147,317	30,426	1,050,769
Total Sources	3,363,874	3,113,123	30,426	3,016,574
Expenditures	2,386,812	2,757,050	0	1,181,929
Ending Cash	977,062	356,073		1,834,645
Total Uses	3,363,874	3,113,123	0	3,016,574
KENMORE VILLAGE FUND				
Beginning Cash	60,725	163,588		163,588
Interfund Loan	1,200,000			0
Revenues	555,153	4,576,500	90,750	1,495,043
Total Sources	1,815,878	4,740,088	90,750	1,658,631
Interfund Loans	0	0		1,200,000
Expenditures	1,663,002	2,450,686	7,327	240,112
Ending Cash	152,875	2,289,402		218,520
Total Uses	1,815,878	4,740,088	7,327	1,658,631
PARK CAPITAL FUND				
Beginning Cash	0	0		0
Revenues	0	1,840,534	0	453,684
Total Sources	0	1,840,534	0	453,684
Expenditures	0	1,797,000	45,776	727,532
Ending Cash	0	43,534		(273,848)
Total Uses	0	1,840,534	45,776	453,684
SURFACE WATER MANAGEMENT FUND				
Beginning Cash	1,590,280	1,419,392		1,419,392
Revenues	3,739,336	3,824,176	80,704	2,180,737
Total Sources	5,329,616	5,243,568	80,704	3,600,128
Expenditures	3,908,437	4,908,887	126,080	2,174,549
Ending Cash	1,421,179	334,681		1,425,580
Total Uses	5,329,616	5,243,568	126,080	3,600,128
SURFACE WATER CAPITAL FUND				
Beginning Cash	0	0		0
Revenues	0	1,988,261	0	493,045
Total Sources	0	1,988,261	0	493,045
Expenditures	0	1,988,261	54	193,048
Ending Cash	0	0		299,998
Total Uses	0	1,988,261	54	493,045
STRATEGIC RESERVE FUND				
Beginning Cash	1,264,464	1,264,464		1,264,464
Interfund Loan Repayment	0			0
Revenues	0	0	0	0
Total Sources	1,264,464	1,264,464	0	1,264,464
Interfund Loans	0			0
Expenditures	0	0	0	0
Ending Cash	1,264,464	1,264,464		1,264,464
Total Uses	1,264,464	1,264,464	0	1,264,464
STRATEGIC OPPORTUNITIES FUND				
Beginning Cash	0	0		0
Revenues	0	3,301,862	2,300	2,525,844
Total Sources	0	3,301,862	2,300	2,525,844
Expenditures	0	1,190,900	11,834	953,683
Ending Cash	0	2,110,962		1,572,160
Total Uses	0	3,301,862	11,834	2,525,844
EQUIPMENT REPLACEMENT FUND				
Beginning Cash	524,310	490,603		490,603
Revenues	188,365	155,142	0	52,858
Total Sources	712,675	645,745	0	543,461
Expenditures	222,072	276,250	0	61,687
Ending Cash	490,603	369,495		481,774
Total Uses	712,675	645,745	0	543,461
TRUST AND AGENCY (NON BUDGETED FUND)*				
Beginning Cash	278,859	247,209		247,209
Revenues	122,994	0	519	109,555
Total Sources	401,854	247,209	519	356,764
Expenditures	154,645	0	295	22,093
Ending Cash	247,209	247,209		334,671
Total Uses	401,854	247,209	295	356,764
TOTALS				
Beginning Cash	17,507,613	15,330,369		15,330,369
Interfund Loan	0	0		1,200,000
Revenues	32,986,301	53,772,067	891,891	24,955,441
Total Sources	50,493,914	69,102,436	891,891	41,485,810
Interfund Loans	1,200,000	0		1,200,000
Expenditures	34,970,092	55,467,142	686,380	23,018,415
Ending Cash	15,325,713	13,635,294		17,267,395
Total Uses	51,495,805	69,102,436	686,380	41,485,810

I:\Admin & Finance\Monthly Reports\2014\Mar.xlsx All Funds

**City of Kenmore, Washington
Street Fund Summary Report
March 31, 2014**



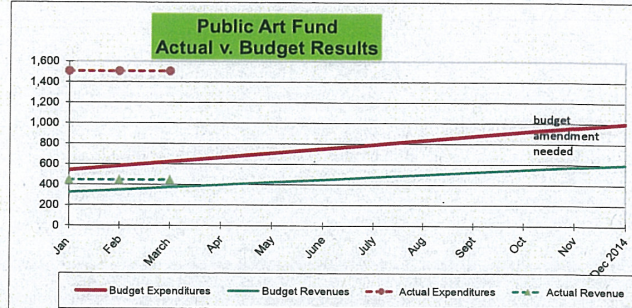
	MONTH March 2014	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014
REVENUES				
Beginning Fund Balance		1,512,154		1,513,938
Fuel Tax	34,273	540,182	64.1%	843,072
FEMA Assistance	0	100	-	0
Brightwater Mitigation	0	250,000	-	0
Investment Interest	0	11,941	59.7%	20,000
Miscellaneous	0	462	-	0
Transfer from General Fund	0	736,000	49.9%	1,476,101
Transfer from REET	0	400,000	100.0%	400,000
Transfer from TBD	0	0	0.0%	525,000
Total Revenues	34,273	1,938,685	59.4%	3,264,173
Total Revenues & Beginning Fund Balance				
		3,450,839		4,778,111

	MONTH March	BIENNIUM TO DATE 2013-2014	% of BUDGET	BUDGET 2013-2014
EXPENDITURES				
Salary and Benefits	13,559	220,645	65.7%	335,821
Maintenance & Operations	50,744	833,718	59.3%	1,406,305
Overlay	0	289,253	20.9%	1,386,000
Capital (Wayfinding and Banners	5,652	24,496	61.2%	40,000
Transfer to Transportation Capital	0	0	0.0%	86,000
Transfer to Surface Water Mgt.	0	25,000	100.0%	25,000
Total Expenditures	69,956	1,393,112	42.5%	3,279,126
Ending Fund Balance		2,057,727		1,498,985
Total Expenditures and Ending Fund Balance				
		3,450,839		4,778,111

**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2014**

PUBLIC ART FUND

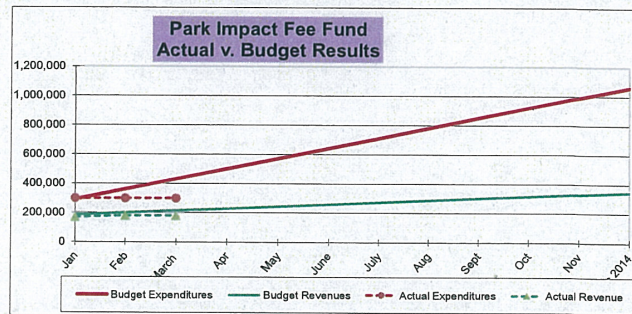
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	500	1,507	300	447
Jan	542	1,507	325	447
Feb	583	1,507	350	447
March	625	1,507	375	447
Apr	667		400	
May	708		425	
June	750		450	
July	792		475	
Aug	833		500	
Sept	875		525	
Oct	917		550	
Nov	958		575	
Dec 2014	1,000		600	
2013-2014	1,000		600	
Total Actual to Date vs Total Budget		151%		75%



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.

PARK IMPACT FEE FUND

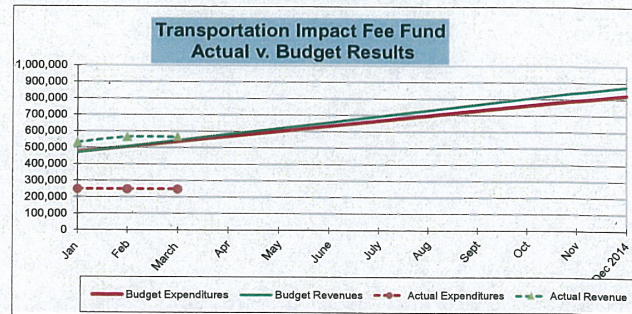
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	220,000	297,921	172,214	145,576
Jan	289,917	297,921	186,743	170,556
Feb	359,833	297,921	201,273	180,704
March	429,750	297,921	215,802	180,704
Apr	499,667		230,332	
May	569,583		244,861	
June	639,500		259,391	
July	709,417		273,920	
Aug	779,333		288,449	
Sept	849,250		302,979	
Oct	919,167		317,508	
Nov	989,083		332,038	
Dec 2014	1,059,000		346,567	
2013-2014	1,059,000		346,567	
Total Actual to Date vs Total Budget		28%		52%



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

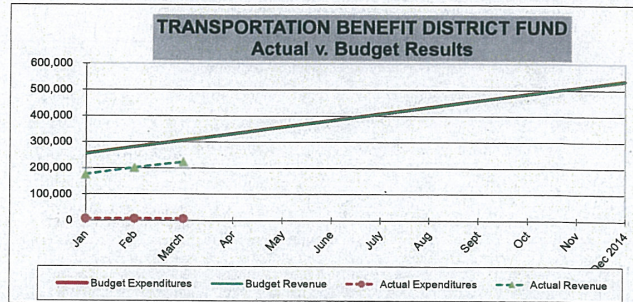
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	442,500	248,000	435,973	423,858
Jan	474,167	248,000	472,698	532,620
Feb	505,833	248,000	509,423	566,356
March	537,500	248,000	546,147	566,356
Apr	569,167		582,872	
May	600,833		619,597	
June	632,500		656,322	
July	664,167		693,046	
Aug	695,833		729,771	
Sept	727,500		766,496	
Oct	759,167		803,221	
Nov	790,833		839,945	
Dec 2014	822,500		876,670	
2013-2014	822,500		876,670	
Total Actual to Date vs Total Budget		30%		65%



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

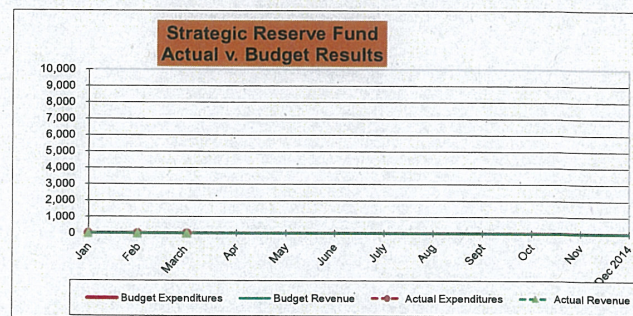
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2014**

TRANSPORTATION BENEFIT DISTRICT FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	230,000	5,000	230,000	151,178
Jan	255,417	7,500	255,417	175,714
Feb	280,833	7,500	280,833	201,632
March	306,250	7,500	306,250	224,211
Apr	331,667		331,667	
May	357,083		357,083	
June	382,500		382,500	
July	407,917		407,917	
Aug	433,333		433,333	
Sept	458,750		458,750	
Oct	484,167		484,167	
Nov	509,583		509,583	
Dec 2014	535,000		535,000	
2013-2014	535,000		535,000	
Total Actual to Date vs Total Budget		1%		42%



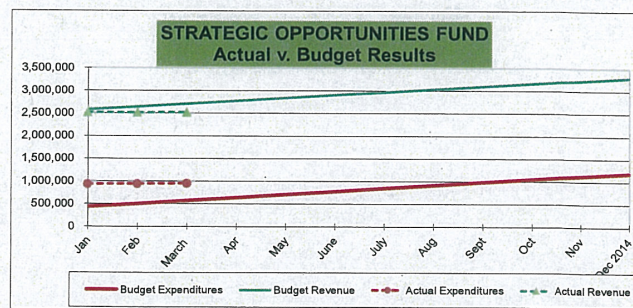
The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

STRATEGIC RESERVE FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0		0	
May	0		0	
June	0		0	
July	0		0	
Aug	0		0	
Sept	0		0	
Oct	0		0	
Nov	0		0	
Dec 2014	0		0	
2013-2014	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.

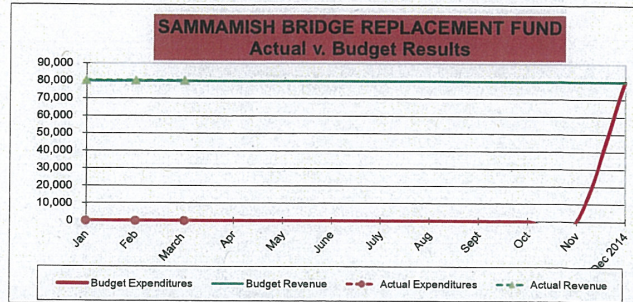
STRATEGIC OPPORTUNITIES FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	364,100	928,553	2,512,500	2,521,694
Jan	433,000	932,712	2,578,280	2,522,844
Feb	501,900	941,850	2,644,060	2,523,544
March	570,800	953,684	2,709,841	2,525,844
Apr	639,700		2,775,621	
May	708,600		2,841,401	
June	777,500		2,907,181	
July	846,400		2,972,961	
Aug	915,300		3,038,741	
Sept	984,200		3,104,522	
Oct	1,053,100		3,170,302	
Nov	1,122,000		3,236,082	
Dec 2014	1,190,900		3,301,862	
2013-2014	1,190,900		3,301,862	
Total Actual to Date vs Total Budget		80%		76%



The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2013-14, the Business Incubator expenditures are budgeted in this fund.

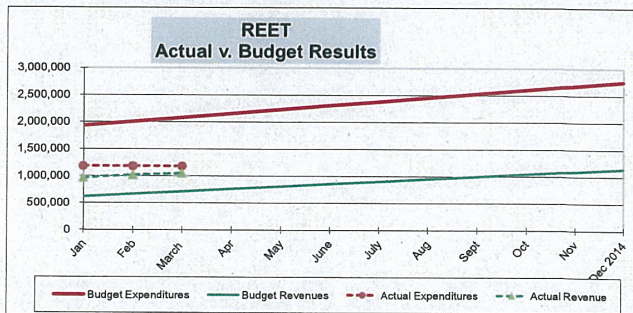
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2014**

SAMMAMISH BRIDGE REPLACEMENT FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	0	0	80,000	80,264
Jan	0	0	80,000	80,264
Feb	0	0	80,000	80,264
March	0	0	80,000	80,264
Apr	0		80,000	
May	0		80,000	
June	0		80,000	
July	0		80,000	
Aug	0		80,000	
Sept	0		80,000	
Oct	0		80,000	
Nov	0		80,000	
Dec 2014	80,000		80,000	
2013-2014	80,000		80,000	
Total Actual to Date vs Total Budget		0%		100%



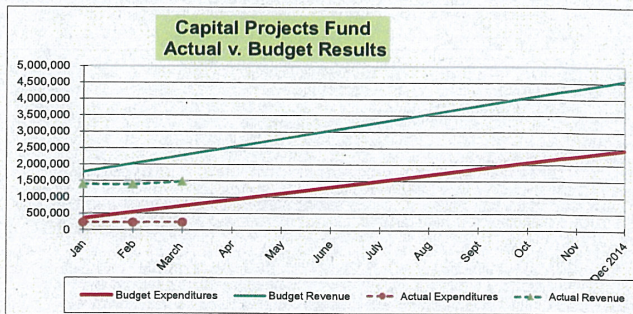
The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	1,852,050	1,181,929	569,468	894,198
Jan	1,927,467	1,181,929	617,622	966,304
Feb	2,002,883	1,181,929	665,776	1,020,343
March	2,078,300	1,181,929	713,930	1,050,769
Apr	2,153,717		762,084	
May	2,229,133		810,238	
June	2,304,550		858,393	
July	2,379,967		906,547	
Aug	2,455,383		954,701	
Sept	2,530,800		1,002,855	
Oct	2,606,217		1,051,009	
Nov	2,681,633		1,099,163	
Dec 2014	2,757,050		1,147,317	
2013-2014	2,757,050		1,147,317	
Total Actual to Date vs Total Budget		43%		92%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements.

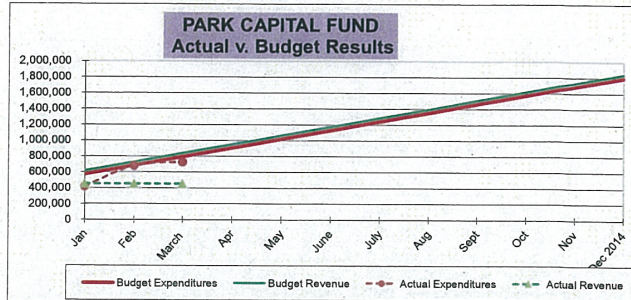
KENMORE VILLAGE FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	161,600	223,689	1,523,020	1,403,543
Jan	352,357	228,343	1,777,477	1,403,543
Feb	543,114	232,785	2,031,933	1,404,293
March	733,872	240,111	2,286,390	1,495,043
Apr	924,629		2,540,847	
May	1,115,386		2,795,303	
June	1,306,143		3,049,760	
July	1,496,900		3,304,217	
Aug	1,687,657		3,558,673	
Sept	1,878,415		3,813,130	
Oct	2,069,172		4,067,587	
Nov	2,259,929		4,322,043	
Dec 2014	2,450,686		4,576,500	
2013-2014	2,450,686		4,576,500	
Total Actual to Date vs Total Budget		10%		33%



The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

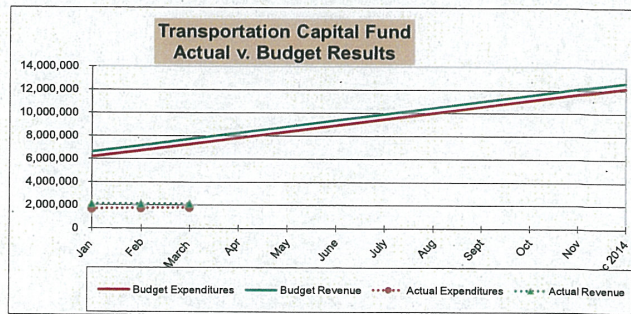
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2014**

PARK CAPITAL FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	460,000	416,805	503,534	435,869
Jan	571,417	416,805	614,951	453,684
Feb	682,833	681,756	726,367	453,684
March	794,250	727,532	837,784	453,684
Apr	905,667		949,201	
May	1,017,083		1,060,617	
June	1,128,500		1,172,034	
July	1,239,917		1,283,451	
Aug	1,351,333		1,394,867	
Sept	1,462,750		1,506,284	
Oct	1,574,167		1,617,701	
Nov	1,685,583		1,729,117	
Dec 2014	1,797,000		1,840,534	
2013-2014	1,797,000		1,840,534	
Total Actual to Date vs Total Budget		40%		25%



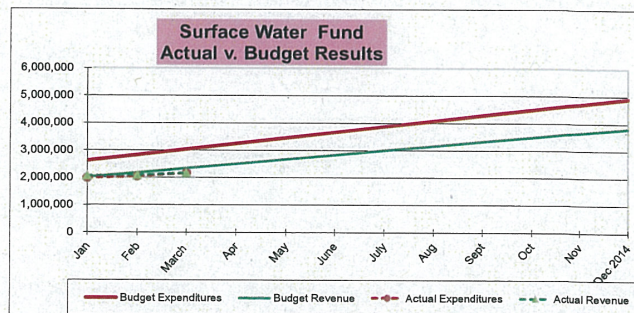
The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be receipted into this fund

TRANSPORTATION CAPITAL FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	5,635,750	1,671,348	6,081,950	2,127,659
Jan	6,179,174	1,679,339	6,629,860	2,127,659
Feb	6,722,598	1,739,110	7,177,771	2,127,659
March	7,266,022	1,794,315	7,725,681	2,127,659
Apr	7,809,446		8,273,592	
May	8,352,870		8,821,502	
June	8,896,294		9,369,413	
July	9,439,717		9,917,323	
Aug	9,983,141		10,465,233	
Sept	10,526,565		11,013,144	
Oct	11,069,989		11,561,054	
Nov	11,613,413		12,108,965	
Dec 2014	12,156,837		12,656,875	
2013-2014	12,156,837		12,656,875	
Total Actual to Date vs Total Budget		15%		17%



The Transportation Capital 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.

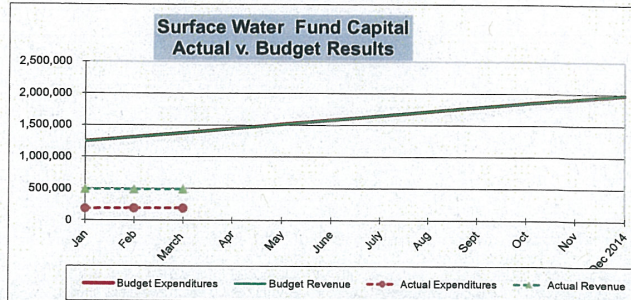
SURFACE WATER MANAGEMENT FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	2,407,615	1,947,517	1,859,138	2,068,281
Jan	2,616,054	1,984,043	2,022,891	2,072,887
Feb	2,824,494	2,048,468	2,186,644	2,100,032
March	3,032,933	2,174,549	2,350,398	2,180,736
Apr	3,241,372		2,514,151	
May	3,449,812		2,677,904	
June	3,658,251		2,841,657	
July	3,866,690		3,005,410	
Aug	4,075,130		3,169,163	
Sept	4,283,569		3,332,917	
Oct	4,492,008		3,496,670	
Nov	4,700,448		3,660,423	
Dec 2014	4,908,887		3,824,176	
2013-2014	4,908,887		3,824,176	
Total Actual to Date vs Total Budget		44%		57%



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.

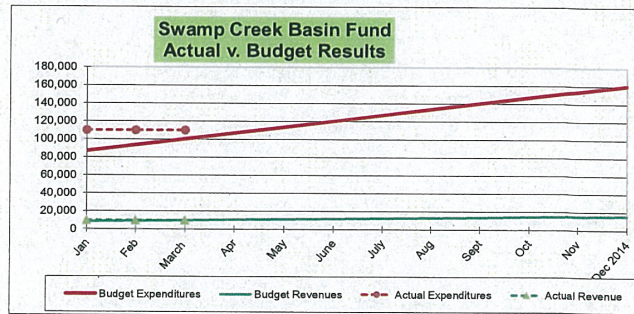
**City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2014**

SURFACE WATER CAPITAL FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	1,175,250	178,118	1,175,250	493,045
Jan	1,243,001	186,350	1,243,001	493,045
Feb	1,310,752	192,993	1,310,752	493,045
March	1,378,503	193,047	1,378,503	493,045
Apr	1,446,254		1,446,254	
May	1,514,005		1,514,005	
June	1,581,756		1,581,756	
July	1,649,506		1,649,506	
Aug	1,717,257		1,717,257	
Sept	1,785,008		1,785,008	
Oct	1,852,759		1,852,759	
Nov	1,920,510		1,920,510	
Dec 2014	1,988,261		1,988,261	
2013-2014				
Total Actual to Date vs Total Budget		10%		25%



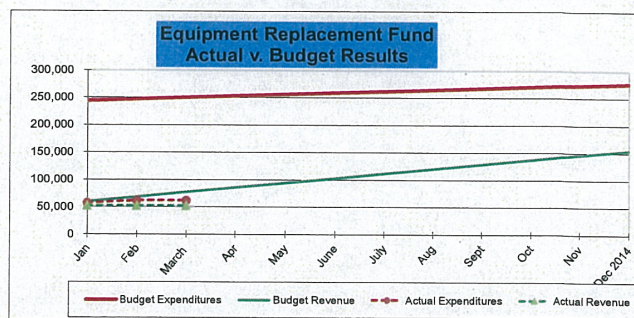
This fund accounts for the expenditures for Surface Water Capital Improvements. Revenue sources for this fund include a variety of federal, state, or local grants, surface water management fees transferred from the Surface Water Management Fund and real estate excise taxes.

SWAMP CREEK BASIN FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	80,000	109,873	8,200	10,057
Jan	86,667	109,873	8,850	10,057
Feb	93,333	109,873	9,500	10,057
March	100,000	109,873	10,150	10,057
Apr	106,667		10,800	
May	113,333		11,450	
June	120,000		12,100	
July	126,667		12,750	
Aug	133,333		13,400	
Sept	140,000		14,050	
Oct	146,667		14,700	
Nov	153,333		15,350	
Dec 2014	160,000		16,000	
2013-2014				
Total Actual to Date vs Total Budget		69%		63%



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.

EQUIPMENT REPLACEMENT FUND				
	2013-2014 Budget Expenditures	2013-2014 Actual Expenditures	2013-2014 Budget Revenue	2013-2014 Actual Revenue
2013	241,250	57,389	51,850	52,858
Jan	244,167	57,389	60,458	52,858
Feb	247,083	61,687	69,065	52,858
March	250,000	61,687	77,673	52,858
Apr	252,917		86,281	
May	255,833		94,888	
June	258,750		103,496	
July	261,667		112,104	
Aug	264,583		120,711	
Sept	267,500		129,319	
Oct	270,417		137,927	
Nov	273,333		146,534	
Dec 2014	276,250		155,142	
2013-2014				
Total Actual to Date vs Total Budget		22%		34%



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
March 31, 2014



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$3,131,429	\$630,340	\$369,855	3,391,914
Street	2,093,718	34,273	69,956	2,058,036
Transportation Capital	1,807,872	0	55,204	1,752,667
Public Art	67,481	0	0	67,481
Park Impact Fee	1,497,881	0	0	1,497,881
Transportation Impact Fee	558,893	0	0	558,893
Swamp Creek Basin	1,481,252	0	0	1,481,252
Transportation Benefit District	194,132	22,579	0	216,711
Sammamish Bridge Replacement	80,264	0	0	80,264
Real Estate Excise Tax	815,474	30,426	0	845,900
Kenmore Village	124,381	90,750	7,327	207,804
Park Capital	-228,072	0	45,776	(273,848)
Surface Water Management	1,472,744	80,704	126,080	1,427,367
Surface Water Capital	300,052	0	54	299,998
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	1,581,694	2,300	11,834	1,572,160
Equipment Replacement	481,773	0	0	481,773
Trust & Agency	334,443	519	295	334,667
Totals	\$17,059,873	\$891,891	\$686,380	\$17,265,384

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	-\$2,114,412	\$5,506,032	3,391,620
Street	1,209,511	850,000	2,059,511
Transportation Capital	760,885	0	760,885
Public Art	52,481	15,000	67,481
Park Impact Fee	563,225	930,000	1,493,225
Transportation Impact Fee	528,894	30,000	558,894
Swamp Creek Basin	81,252	1,400,000	1,481,252
Transportation Benefit District	216,711	0	216,711
Sammamish Bridge Replacement	80,264	0	80,264
Real Estate Excise Tax	1,834,644	0	1,834,644
Kenmore Village	-231,483	450,000	218,517
Park Capital	-273,848	0	(273,848)
Surface Water Management	915,580	510,000	1,425,580
Surface Water Capital	299,998	0	299,998
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	1,572,160	0	1,572,160
Equipment Replacement	31,773	450,000	481,773
Trust & Agency	234,667	100,000	334,667
Totals	\$6,176,766	\$11,091,032	\$17,267,799

City of Kenmore, Washington
Schedule of Investments
March 31, 2014



		Average Yield to Maturity-Securities					Overall Average Yield		0.62%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	313371PC4	FHLB	12/12/2014	6/7/2011	0.88%	0.88%	no call	991,238.90	8,722.90
	3136G0QY0	FNMA	7/25/2017	7/25/2012	0.75%	0.75%	7/25/2013	1,000,000.00	7,500.00
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								2,885,970.78	26,360.21
Time Value Investments									
	313586QR3	FNMA	7/5/2014	6/7/2011	1.00%	compounds	no call	998,858.37	9,988.58
	3136G1BT5	FNMA	8/7/2017	7/2/2013	1.30%	1.30%	8/7/2013	982,099.00	12,767.29
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	2/25/2014	985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	2/25/2014	989,691.00	12,865.98
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								4,955,866.45	57,800.91
Bank of America									
	3133XTV45	FHLB	6/3/2011	6/16/2009	1.13%	1.45%		-	-
Total Bank of America Purchases								-	-
Banner Bank CD's									
	5740005425	CD	2/6/2016	2/6/2014	0.32%	0.32%		1,000,000.00	3,200.00
Total Banner Bank CD's								1,000,000.00	3,200.00
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								1,000,000.00	8,000.00
Opus Bank CD's									
	280140042	CD	3/16/2015	3/15/2011	1.15%	1.15%		249,194.49	2,865.74
	11495975	CD	8/10/2015	2/10/2014	0.35%	0.35%		1,000,000.00	3,500.00
Total Cascade Bank CD's								1,249,194.49	6,365.74
TOTAL ALL SECURITIES								\$ 11,091,031.72	\$ 101,726.87
Banner Checking and Savings						0.07% Banner		4,933,923.59	3,453.75
Cash								1,005.00	-
Local Government Investment Pool						0.13% LGIP		1,241,836.43	1,665.30
Total Accounts								\$ 17,267,796.74	106,845.91

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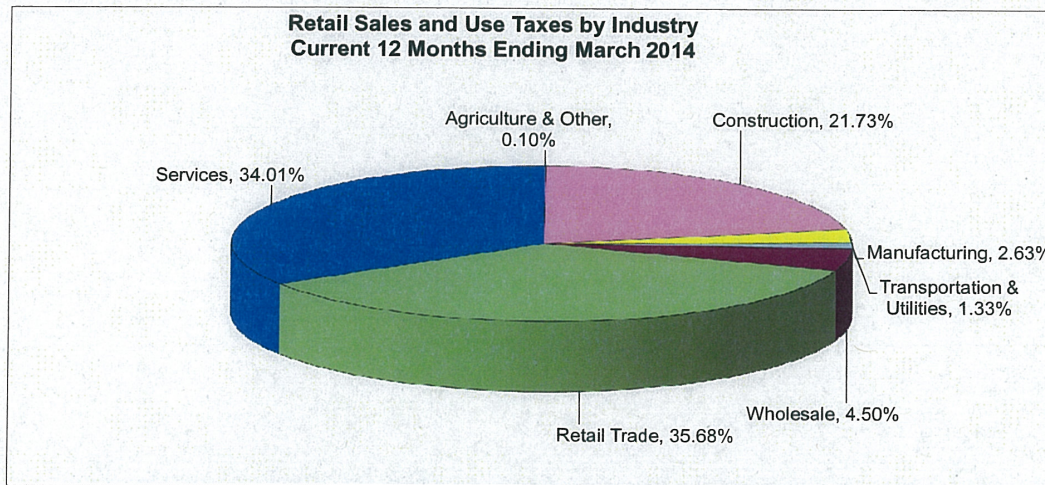
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 March 2014

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	35.85	0.00	35.85	0.0%
CONSTRUCTION	17,397.48	428.17	17,825.64	15.6%
MANUFACTURING	2,346.84	0.24	2,347.08	2.1%
TRANSPORTATION & UTILITIES	425.04	256.01	681.06	0.6%
WHOLESALE	7,333.88	82.29	7,416.17	6.5%
RETAIL TRADE	46,991.84	112.01	47,103.85	41.2%
SERVICES	27,208.48	824.65	28,033.12	24.5%
INFORMATION	8,291.37	49.44	8,340.81	7.3%
PUBLIC SERVICES	8.88	2,675.92	2,684.80	2.3%
	110,039.65	4,428.73	114,468.38	100.0%

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
March 31, 2014

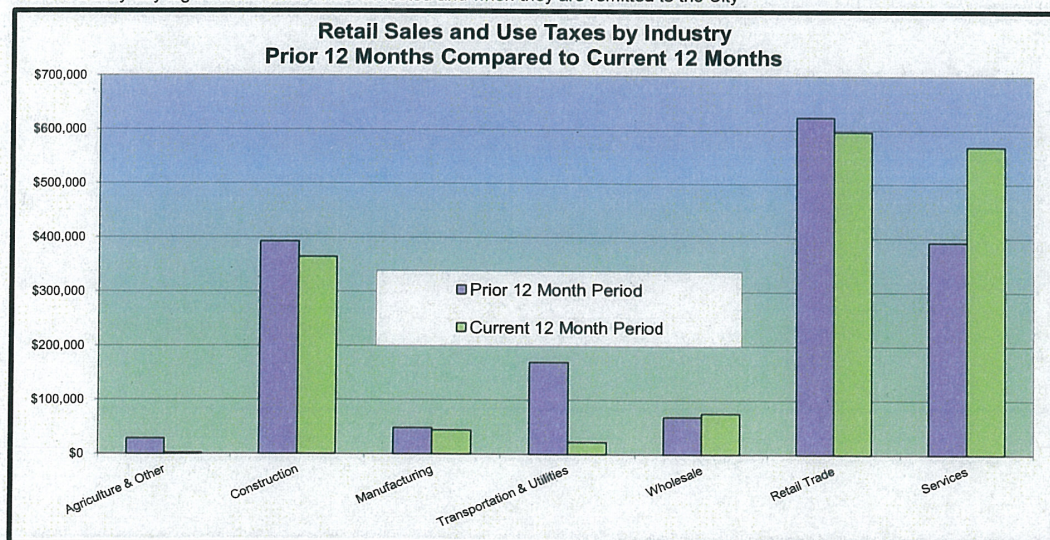


Industry	Prior 12 Months ending March 2013	Current 12 Months ending March 2014	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$28,493	\$1,750	-93.86%	0.10%
Construction	392,193	363,564 *	-7.30%	21.73%
Manufacturing (Printing, Publishing, Other Manuf.)	48,144	44,010	-8.59%	2.63%
Transp/Comm/Utilities (Telecomm., Air Transport.)	169,321	22,304	-86.83%	1.33%
Wholesale (Lumber, Other Wholesale)	68,926	75,322	9.28%	4.50%
Retail Trade (Eating, Merchandise, Food Stores)	623,295	596,940	-4.23%	35.68%
Services (Auction, Recreation, Auto Repair, Financial)	<u>391,833</u>	<u>568,972</u>	45.21%	34.01%
Totals	\$1,722,206	\$1,672,864	-2.87%	100%
Increase/(Decrease)		(\$49,343)	-2.87%	



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

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
March 31, 2014**

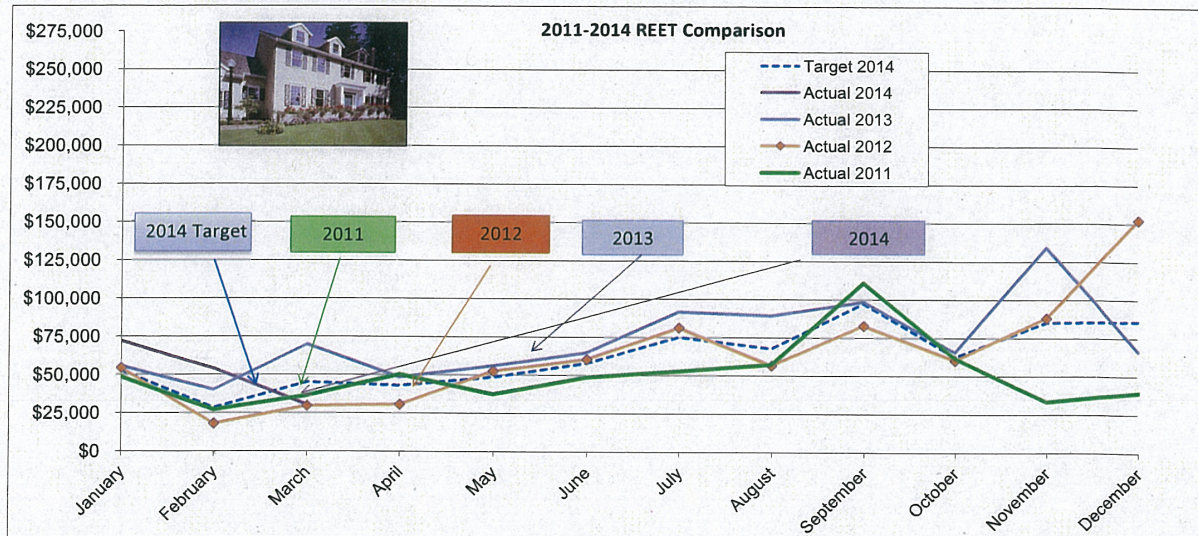


Real Estate Excise Taxes (REET) 2011 - 2014 Monthly Receipts					
	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Target 2014
January	48,679	54,359	55,801	72,106	52,921
February	27,294	18,064	40,281	54,038	28,533
March	36,507	29,691	69,946	30,426	45,360
April	50,463	30,662	48,671		43,245
May	37,671	52,575	56,178		48,785
June	48,938	60,408	64,938		58,067
July	53,012	81,316	91,779		75,333
August	57,471	56,626	89,496		67,832
September	111,107	82,785	98,573		97,442
October	61,805	60,265	65,596		62,525
November	33,475	88,057	134,286		85,232
December	39,510	152,262	66,342		85,997
	\$605,931	\$767,070	\$881,886		\$751,629

For 2014, REET is \$9,458
less than the same period
last year and more than the 2014
target by \$29,757

* NOTE THE 2014 target
is computed on a 3 year average
(2011-2013) of actual receipts

Real Estate Excise Taxes (REET) 2011 - 2014 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								
	2011	2012	2013	2014	2011	2012	2013	2014
January	1,046,085	5,515,283	3,380,165	4,699,850	5,178	27,301	16,732	23,264
February	547,257	1,152,000	3,417,500	3,930,920	2,709	5,702	16,917	19,458
March	1,100,000	750,000	3,514,000	2,175,430	5,445	3,713	17,394	10,768
April	1,075,000	870,000	1,570,450		5,321	4,307	7,774	0
May	2,372,000	2,796,250	3,634,210		11,741	13,841	17,989	0
June	2,605,000	1,215,000	2,761,500		12,895	6,014	13,669	0
July	3,354,950	4,196,500	8,478,706		16,607	20,773	41,970	0
August	3,045,950	1,756,200	6,131,455		15,077	8,693	30,351	0
September	15,691,044	4,859,500	10,911,500		77,671	24,055	54,012	0
October	7,873,950	3,087,500	5,568,400		38,976	15,283	27,564	0
November	875,000	8,334,960	18,620,230		4,331	41,258	92,170	0
December	2,189,000	23,033,200	4,606,450		10,836	114,014	22,802	0
	\$41,775,236	\$57,566,393	\$72,594,566	\$10,806,200	206,787	284,954	359,344	53,490



City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
March 31, 2014



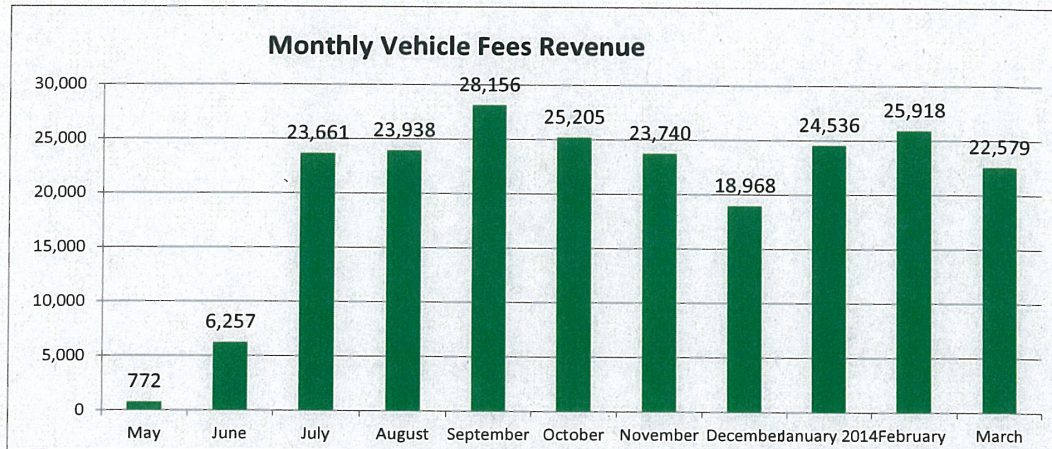
<u>Revenues</u>	<u>March 2014</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	750	50,750	102,100
Return of Security Deposit	0	0	0
Other Rent Income	0	15,100	15,000
Landlord Expense (CAM*) Reimbursement	0	0	0
Investment Interest	0	933	4,500
Sale of Property	90,000	1,425,034	4,440,000
Leasehold Excise Returned	0	3,227	14,900
Total Revenues	90,750	1,495,044	4,576,500
<u>Expenditures</u>			
6700 Building Improvements		0	11,000
Downtown Plan Services	7,327	195,122	228,168
Property Management		3,263	43,200
Utilities and Insurance - Kenmore Village		32,631	6,600
Repairs, Maintenance, Other Services		0	34,918
Transfers to Other Funds		0	926,800
Total Expenditures	7,327	231,016	1,250,686
Net Income (Loss)	83,423	1,264,029	3,325,814

NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

Kenmore Transportation Benefit District
Quarterly Report
March 31, 2014



<u>Revenues</u>	<u>March 2014</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Vehicle Fees			
Total Revenues	<u>\$ 22,579</u>	<u>\$223,730</u>	<u>\$535,000</u>
<u>Expenditures</u>			
WCIA Insurance	0	7,500	10,000
Reimbursement to Street Fund	<u>0</u>	<u>0</u>	<u>525,000</u>
Total Expenditures	<u>0</u>	<u>7,500</u>	<u>535,000</u>
Net Income (Loss)	<u>\$ 22,579</u>	<u>\$216,230</u>	<u>\$0</u>





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

Subject/Topic: 2013-2014 Budget Amendment

For Council Meeting Agenda of: May 12, 2014

Department: Finance and Administration

Prepared by: Joanne M. Gregory

Proposed Council Action/Motion:

Adopt Ordinance 14-0382 Amending the 2013-2014 Biennial Budget

Initial & Date
Approved by Department Head: Jmg 5-2-14

Approved by City Attorney: RK

Approved by Finance Director: Jmg 5-2-14

Approved by City Manager: JK

Exhibits/Attachments:

Ordinance 14-0382

Memorandum dated May 1, 2014 with Exhibits

Amount Required

\$53,651,122 All Funds Revenue

\$55,617,808 All Funds

Expenditures

Amount Budgeted

\$53,237,067 All Funds Revenue

\$54,932,142 All Funds Expenditures

Appropriation Required

\$414,055 Adjustment to Revenues

\$685,666 Adjustment to Expenditures

INFORMATION/BACKGROUND:

On November 26, 2012, the City of Kenmore adopted the 2013-2014 biennial budget which included revenue and expenditure estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates. The budget, because it is prepared and adopted prior to the close of 2012, included only projections of 2013-2014 revenues and expenditures. In March, 2013 the City Council approved the first amendments to the biennial budget for carryover of unspent funds on certain contracts, line items and ongoing capital projects as well as to provide appropriations for items that were not anticipated in the preparation of the 2013-2014 budget.

On December 2, 2013, the mid biennial review of the biennial budget was completed and a second budget amendment was adopted.

At this time, a third budget amendment is proposed which is described in the attached Memorandum dated May 1, 2014. An ordinance to enact the proposed budget amendments is attached for review and adoption.

FISCAL CONSIDERATION:

See attached Memorandum dated May 1, 2014.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Per RCW 35A the budget is the legal authority to expend public funds and controls those expenditures by setting the amount of the appropriation at the fund level by ordinance.

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**CITY OF KENMORE
WASHINGTON**

ORDINANCE NO. 14-0382

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO THE 2013-2014 BUDGET; AMENDING THE 2013-2014 BUDGET TO ADJUST APPROPRIATIONS FOR THE GENERAL FUND, THE STREET FUND, THE PUBLIC ART FUND, THE PARK IMPACT FEE FUND, THE PARK CAPITAL FUND, AND THE KENMORE VILLAGE FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Kenmore, Washington, (the "City"), is required by applicable state law to finalize its biennial budget prior to the commencement of the first fiscal year of the biennium; and

WHEREAS, the amount of revenue and appropriations can only be estimated at the time of finalization of the budget; and

WHEREAS, by Ordinance No. 12-0351, the City Council adopted the 2013-2014 Biennial Budget; and

WHEREAS, by Ordinance No. 13-0355 and Ordinance No. 13-0366, the City Council amended the 2013-2014 Biennial Budget, and

WHEREAS, the City Council finds it in the best interest of the City to adjust appropriations in the General Fund, the Street Fund, the Public Art Fund, the Park Impact Fee Fund, the Park Capital Fund, and the Kenmore Village Fund;

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

Section 1. Funds Appropriated. The 2013-2014 Biennial Budget, as amended, is further amended by fund to reflect the adjustments to revenues and appropriations as shown below:

FUND	2013-2014 Budgeted Revenues as Amended 12/2/2013	Change	Amended 2013-2014 Budgeted Revenues
General Fund	\$19,162,390	\$88,055	\$19,250,445
Street Fund	3,264,173	250,000	3,514,173
Public Art Fund	600	0	600
Park Impact Fee Fund	346,567	0	346,567
Transportation Impact Fee Fund	876,670	0	876,670
Swamp Creek Basin Fund	16,000	0	16,000

Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	3,301,862	0	3,301,862
Sammamish River Bridge Fund	80,000	0	80,000
Real Estate Excise Tax Fund	1,147,317	0	1,147,317
Kenmore Village Fund	4,576,500	0	4,576,500
Park Capital Fund	1,840,534	76,000	1,916,534
Transportation Capital Fund	12,656,875	0	12,656,875
Surface Water Management Fund	3,824,176	0	3,824,176
Surface Water Capital Fund	1,988,261	0	1,988,261
Equipment Replacement Fund	155,142	0	155,142
Total Budget	\$53,237,067	\$414,055	\$53,651,122

FUND	2013-2014 Budgeted Expenditures as Amended 12/2/2013	Change	Amended 2013- 2014 Budgeted Expenditures
General Fund	\$21,914,645	\$257,900	\$22,172,545
Street Fund	3,279,126	255,000	3,534,126
Public Art Fund	1,000	766	1,766
Park Impact Fee Fund	1,059,000	46,000	1,105,000
Transportation Impact Fee Fund	822,500	0	822,500
Swamp Creek Basin Fund	160,000	0	160,000
Strategic Reserve Fund	0	0	0
Strategic Opportunities Fund	1,190,900	0	1,190,900
Sammamish River Bridge Fund	80,000	0	80,000
Real Estate Excise Tax Fund	2,757,050	0	2,757,050
Kenmore Village Fund	2,450,686	50,000	2,500,686
Park Capital Fund	1,797,000	76,000	1,873,000
Transportation Capital Fund	12,246,837	0	12,246,837
Surface Water Management Fund	4,908,887	0	4,908,887
Surface Water Capital Fund	1,988,261	0	1,988,261
Equipment Replacement Fund	276,250	0	276,250
Total Budget	\$54,932,142	\$685,666	\$55,617,808

The City Manager is hereby authorized and instructed to effectuate the necessary changes to the 2013-2014 Biennial Budget and to make any necessary and appropriate line item entries and adjustments in order to reflect the amendments of this ordinance.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 12th DAY OF MAY, 2014.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

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



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Mayor, Members of the City Council

FROM: Rob Karlinsey, City Manager
Joanne Gregory, Finance Director

DATE: May 1, 2014

RE: Recommended 2013-2014 Budget Amendment No. 3

On November 26, 2012, the City of Kenmore adopted the 2013-2014 biennial budget. The city wide budget included revenue (\$47,384,475) and expenditure (\$47,461,310) estimates for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates. On March 25, 2013 the budget was amended to adjust for carryover of unspent funds from 2012 on certain contracts, line items and ongoing capital projects as well as to provide appropriations for items that were not anticipated in the preparation of the 2013-2014 budget. Overall, revenues increased by \$408,811 and expenditures increased by \$1,813,567. In December, 2013, the mid biennium budget review resulted in additional adjustments to the City wide budgets and revenues were increased by \$5,443,781 and expenditures increased \$5,657,265.

At adoption, the General Fund budget was balanced with \$19,241,694 in budgeted revenues and \$19,214,109 in budgeted expenditures plus a one-time \$2.5M transfer to the Strategic Opportunities Fund for a total expenditure budget of \$21,714,109.

The March 2013 approved budget amendment added \$143,558 to the expenditure budget, bringing the total to \$21,857,666. The additional expenditures were funded by a \$201,012 increase in fund balance reserves realized from the final accounting for 2012.

On December 2, 2013 the mid biennial adjustment to the General Fund resulted in a (\$79,304) adjustment to revenues and an amended General Fund revenue budget of \$19,162,390. The December adjustment increased expenditures by \$56,979 and amended the expenditure budget to \$21,914,646.

The proposed adjustments to the General Fund below will increase the revenue budget by \$88,055 to \$19,250,445 and will increase the expenditures budget by \$257,900 to \$22,172,546.

The 2014 ending fund balance in the adopted 2013-2014 biennial budget was \$2,866,527. The total of the proposed adjustments to the General Fund to date are a reduction of \$449,686. Based on the better than expected actual results of operations in 2013, and proposed amendments to the 2014 budget, the projected ending balance for 2014 is \$2,948,032 which exceeds the adopted ending fund balance and also exceeds the \$1,973,983 minimum general fund balance required for 2014 by the City's financial policies.

May 2014 Budget Amendment
May 12, 2014
Page 2

The management team has reviewed the budgets and recommends the adjustments outlined below. During the course of ongoing business, the City Council has discussed and authorized certain actions, including acknowledgement of the costs, not yet budgeted, which should now be adopted as budget amendments. The recommended adjustments will be reviewed at the May 12, 2014 meeting.

The 2013-2014 biennial budget will continue to be closely monitored as the City moves to the conclusion of the biennium. With the nature of the ongoing projects and work programs, additional budget adjustments may be required or proposed later in 2014.

All adjustments recommended at this time are presented in the tables that follow. The adjustments are grouped by fund. Those adjustments already authorized for action at a City Council meeting are identified by an asterisk *. Also, each adjustment indicates if the item is a one-time or ongoing adjustment. A one-time adjustment means the expenditure is not expected to occur or affect future budgets; an ongoing adjustment generally means the increase or decrease will have a lasting impact on future budgets (as an example: ongoing salaries and benefits). For each fund, the effect on the budgeted ending fund balance is noted.

GENERAL FUND

Proposed adjustments to the General Fund are as follows. The numbers provide a reference to the notes and explanations in the table. An asterisk * identifies adjustments already authorized for action at a City Council meeting.

Revenue:

1. General Fund:

- a. Increase in Property Tax revenue due to 1% increase in the levy and more collections in 2013 than budgeted. The 2013 levy was \$4,218,730 and a 1% increase for 2014, approved by the City Council, is an additional \$42,187. The City also collected more property tax in 2013 than was budgeted, therefore the total additional income based on the 2013 and 2014 levies is \$72,080.
- b. *\$50,975 of the costs associated with sediment testing in the lake and channel is attributable to Department of Ecology (DOE). Originally the agreement with DOE provided for reimbursement of \$35,000 which has been paid. Staff is working with DOE toward payment of the balance still due of \$15,975.

Expenditures:

2. City Manager:

- a. *Additional sediment testing costs of \$26,000 which had not been anticipated at the time of the budget formation.
- b. Continuation of media relations contract with Frause through the remainder of 2014 in the amount of \$22,400.
- c. \$15,000 additional requested for community events, web site enhancement, and the volunteer program.

3. Finance and Administration:

- a. *An agreement with the Center for Priority Based Budgeting per direction from the City Council in the amount of \$38,500.

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 May 12, 2014
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4. Legal:
 - a. Additional unbudgeted legal costs in the amount of \$50,000, primarily related to water quality and shoreline issues.
5. Public Safety:
 - a. Additional unbudgeted King County District Court costs in the amount of \$47,000. This is anticipated based on 2013 case filings which increased 27% in 2013 over 2012. Costs are reconciled against revenue from fines collected by the Court and any difference will be due in 2014. The increase is from traffic infractions and criminal traffic citations. Traffic infractions are generally revenue positive and criminal traffic are revenue negative. Last year (2012) the city court costs were \$281,200 and revenue of \$234,863 was applied to the cost resulting in an additional payment of \$46,337 from the biennial budget of \$90,000. This year the additional payment could be about \$90,000 although the Court is still processing the final reconciliation.
6. Non-department:
 - a. Additional unbudgeted WCIA costs for liability and property insurance premiums in the amount of \$59,000. Liability premiums have increased over the last few years due to settlement of large claims as well as increases in worker hours.

Note	General Fund Revenues:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.a.	Property Tax	\$8,469,973	\$72,080	Ongoing	\$8,542,053
1.b.*	Additional reimbursement from Department of Ecology for sediment testing	\$35,000	\$15,975	One-time	\$50,975
	Net Revenue Increase		\$88,055		
2.a.*	Sediment Testing	\$35,644	\$26,000	One-time	\$61,644
2.b.	Media relations-Economic Development	\$157,814	\$22,400	Ongoing	\$180,214
2.c.	Community events, web enhancements, volunteer program	\$59,800	\$15,000	Ongoing	\$74,800
3.a.*	Contract with Center for Priority Based Budgeting	\$0	\$38,500	One-time	\$38,500
4.a.	Legal	\$430,000	\$50,000	Ongoing	\$480,000
5.a.	District Court	\$90,000	\$47,000	Ongoing	\$137,000
6.a.	WCIA Insurance	\$232,522	\$59,000	Ongoing	\$291,522
	Net Expenditure Increase		\$257,900		
	Ending Fund Balance Impact		(\$169,845)		

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STREET FUND

The proposed adjustments to the Street Fund include:

Revenue:

1. \$250,000 in mitigation due from the King County Brightwater project was received in 2013. This revenue had been budgeted and anticipated in 2012 but was received early in 2013 and was not included in the new budget.

Expenditures:

2. *Short term pedestrian safety initiatives as discussed at the March 24, 2014 City Council meeting in the amount of \$215,000 (see Exhibit A).
3. \$40,000 to provide temporary staffing for Engineering project support due to increased emphasis on pedestrian and bicycle safety initiatives.

These expenditure adjustments will decrease the budgeted ending fund balance to \$1,492,201.

Note	Street Fund Revenues:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	Brightwater Mitigation	\$0	\$250,000	One-time	\$250,000
	Increase in Revenues		\$250,000		
	Street Fund Expenditures:				
1.*	Pedestrian Safety Program	\$0	\$215,000	One-time	\$215,000
2.	Salaries	\$227,674	\$40,000	One-time	\$267,674
	Increase in Expenditures		\$255,000		

PUBLIC ART FUND

The proposed adjustment to the Public Art Fund is:

1. Expenditures:
\$766 for A. Gaul Culley Sammamish Slough Boat Race signed and framed print.

The expenditure adjustment will decrease the budgeted ending fund balance to \$67,375.

Note	Public Art Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.a.	1% for Art Program expenditure	\$1,000	\$766	One-time	\$1,766
	Increase in Expenditures		\$766		

PARK IMPACT FEE FUND

The proposed adjustment to the Park Impact Fee Fund is:

1. Expenditures:
*\$46,000 additional transfer to Park Capital Fund for Northshore Summit Park as approved at the March 27, 2014 City Council meeting (See Exhibit B).

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The expenditure adjustment will decrease the budgeted ending fund balance to \$868,000.

Note	Park Impact Fee Fund	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.*	Transfer to Park Capital Fund	\$1,059,000	\$46,000	One-time	\$1,105,000
	Increase in Expenditures		\$46,000		

KENMORE VILLAGE FUND

Proposed adjustments to the Kenmore Village Fund are as follows.

1. \$50,000 for costs related to legal and environmental issues at Kenmore Village, holding costs beyond what had been anticipated, as well as possible repairs to the post office building.

This expenditure adjustment will decrease the projected ending fund balance to \$2,226,899.

Note	Kenmore Village Fund Expenditures:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	Downtown Plan Services	\$228,168	\$50,000	One-time	\$278,128
	Increase in Expenditures		\$50,000		

PARK CAPITAL FUND

Proposed adjustments to the Park Capital Fund are as follows.

1. \$30,000 for costs related to stewardship training, planting plan and materials. \$30,000 of \$90,000 available through the King County Conservation District assessments will be utilized to fund this project. (See Exhibit C)
2. *\$46,000 to increase the Northshore Summit park project from \$659,000 to \$705,000 as approved at the March 27, 2014 City Council meeting. This increase will be funded from Park Impact Fees. (See Exhibit B)

These proposed adjustments will have no impact on the budgeted ending fund balance of \$43,534.

Note	Park Capital Fund Revenues:	Original or Amended 2013-2014 Budget	Change: Increase or (Decrease)	One Time or Ongoing	Proposed 2013-2014 Budget
1.	King Conservation District grant	\$0	\$30,000	One-time	\$30,000
2.*	Transfer from Park Impact Fees	\$659,000	\$46,000	One-time	\$705,000
	Increase in Revenues:		\$76,000		
	Park Capital Expenditures:				
1.	Log Boom Park Restoration	\$0	\$30,000	One-time	\$30,000

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2.*	Northshore Summit Park	\$659,000	\$46,000	One-time	\$705,000
	Increase in Expenditures		\$76,000		

SUMMARY OF ALL FUNDS

The proposed expenditure adjustments, for all funds, represent an increase of \$685,666 to the 2013-2014 amended biennial expenditure budget of \$54,932,142, bringing the total amended expenditure budget to \$55,617,808. Of the total expenditure adjustments, interfund transactions represent \$46,000.

The proposed revenue adjustments represent an increase of \$414,055 from the 2013-2014 amended biennial revenues of \$53,237,067, bringing the total adjusted revenues, for all funds, to \$53,651,122. Interfund transactions of \$46,000 are included in the proposed revenue adjustments.

This represents the third amendment to the adopted 2013-2014 biennial budget. Going forward into 2014, the budget will continue to be closely monitored, and additional adjustments to the budget may be required or recommended.

Please let me know if there are questions that can be addressed prior to the May 12, 2014 City Council meeting.



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

Subject/Topic:

Pedestrian and Bicycle Safety

For Council Meeting Agenda of: March 24, 2014

Department: Various

Prepared by: Rob Karlinsey, City Manager

Proposed Council Action/Motion:

**Authorize the City Manager to Move Forward
With Implementation of the Near-Term Safety
Actions**

Initial & Date

Approved by Department Head: _____

Approved by City Attorney: _____

Approved by Finance Director: _____

Approved by City Manager: RSK

Exhibits/Attachments:

Exhibit A: Pedestrian and Cyclist Accident History
Exhibit B: Previous Pedestrian and Traffic Safety Actions

INFORMATION/BACKGROUND:

The City is very concerned with recent accidents involving pedestrians in the City of Kenmore. Citizen safety is a top priority for the City Council. We are taking these recent incidents very seriously and are proposing a series of affirmative next steps to improve pedestrian and vehicle awareness with the goal of improving safety.

We are proposing both near-term and long-term steps to help improve pedestrian and bicycle safety in our City. It is important to take a holistic approach while at the same time implementing short-term measures that can make a difference now. Near-term actions are recommended as follows:

Near-Term Actions

Arterial Crosswalks with No Mainline Stop Control. Examples include Juanita Drive/160th Street and Simonds Road/157th Street.

1. Install pedestrian hand-carry flags at these crosswalks (several already have these flags). Replenish those crosswalks that do have flags.
2. Re-check street lighting at these crosswalks. Augment lighting where needed.
3. Install Rectangular Rapid Flashing Beacons (RRFB) at all arterial crosswalks that have no mainline stop control. Allocate the funding to do this ASAP.



4. Analyze these crosswalk configurations and determine whether striping or other adjustments need to be made.

5. Continue to conduct crosswalk enforcement.

Road Conditions, including speed limits and channelization:

1. Evaluate channelization and striping of certain arterials, including the possibility of “road diet” (reducing the number of automobile lanes and creating more room for bicycles and pedestrians) where volumes and conditions allow.
2. Evaluate whether speed reductions on certain arterials are appropriate.

Education, Outreach, and Enforcement. Increase driver and pedestrian education. Examples:

1. Handout retro-reflective arm bands at schools and events. The arm band would have the City logo and a possibly a short safety message.
2. At schools and various media sources (City newsletter, newspaper, webpage, social media, etc.), educate on pedestrian clothing, driver and pedestrian attentiveness, etc.
3. Enlist the help of citizens to encourage involvement and help get the word out in schools, safety booths at events, etc.
4. Install educational signage. For example, “Look Both Ways” signs for pedestrians at crosswalks. Continue to use the speed trailer where the permanent “Your Speed” signs are not located.
5. Continue to provide a police presence and enforcement on arterials and in neighborhoods.
6. Help promote the Fire Department’s bicycle and skateboard helmet and safety programs.

These above steps combined will benefit the community; however, there is no substitute for driver and pedestrian care and attention. Even with more installed physical devices and education, every vehicle/pedestrian/bicycle encounter contains independent judgment and decisions by the participants. Timing: Most of the above near-term actions should be complete and underway by the end of this year (2014).

Long-Term Actions

The City should continue on the path the City Council has already laid out, including the adopted City Council Goal “to accelerate implementation of the Sidewalk Plan by determining various funding options.” Last year the City Council adopted a 20-year sidewalk plan, a small portion of which is funded. The newest sidewalk to be installed is on the east side of 68th Avenue between 182nd Street and the Tolt Pipeline Trail. New commercial and residential developments are required to install new sidewalks. For example, the developers of Spencer68 apartments in Kenmore Village will be required to install new sidewalks on 68th Avenue and NE 182nd Street. Another example includes the East Creek Estates on 80th Avenue NE.

The City has aggressively applied for various State and Federal sidewalk grants. These grants are very competitive, and the City has seen some success in applying for these grants. For example, the sidewalks running the length of 153rd/155th from Arrowhead 84th Avenue were funded through a State grant in the mid 2000s. More recent sidewalk grant funding success can be seen on Bothell Way and the approaching arterial avenues to Bothell Way. The City will soon apply (for the second time) for funding for new sidewalks on 155th Street approaching Inglemoor High School and 202nd Street approaching Kenmore Junior High School as well as NE 181st Street along the Safeway frontage

In addition to and in keeping with implementing the sidewalk plan, the City should consider creating Neighborhood Traffic Plans, with the emphasis on traffic calming and pedestrian/bicycle safety. The current Neighborhood Traffic Safety Program is similar to those in other jurisdictions and is reactive to citizen complaints. A Neighborhood Traffic Plan is proactive and divides the City into regions that geographically make sense for neighborhoods. Staff coordinates with neighbors, conduct speed/volume studies, and develop an implementation plan for each neighborhood with significant neighbor input. Such a program would require additional resources that are not currently identified or funded, including funding for additional staffing,

community outreach, design, and installation of signage, striping, and physical devices. Physical devices include roundabouts, traffic circles, speed bumps, and chicanes.

These long-term actions should be holistic with emphasis not only on pedestrians but also cyclists—the City should also consider accelerating the implementation of the Bicycle Strategy that was completed in 2013. We need to have an open mind and depart from the automobile-oriented devices of the 20th century, such as traffic signals and all-way stops. In other words, the mentality needs to shift from the vehicle as the dominant transportation mode to *multi-modal* transportation, with an emphasis on pedestrians and cyclists.

As we move towards these long term goals, the City will have to make difficult decisions about our roadways and the priority “mode of transportation.” For example, our roads often provide overflow parking in neighborhoods and arterials, but the “real estate” may better serve bicycles and pedestrians through bicycle lanes and pedestrian shoulders. It is not feasible to have it all given our current right of way limitations.

Another long-term strategy should be to continue to press the State for SR520 tolling mitigation. We need to continue beat this drum and request funding to mitigate for increased traffic volumes that we have seen in the last several years.

Citizen Involvement

We are grateful for the citizens who have expressed concern and are offering to help. We should tap into and harness their interest and positive energy. The City is currently undergoing a thorough review of the Transportation Element of the Comprehensive Plan. This year (2014) is great timing for our citizens to get involved. Bicycle, pedestrian, and transit route prioritization, and other important transportation topics are part of this effort to update the City’s Transportation Element. There will be a joint Planning Commission / Council meeting in the near future to discuss the “layered network” approach by which the City could prioritize certain routes and the main mode of transportation it will address. We also will be holding a public Transportation Element workshop for the public, and Planning Commission and City Council meetings will be open for input and involvement from our citizens.

In addition, if the City Council chooses to allocate resources toward Neighborhood Traffic Plans, residents from each neighborhood will be involved, provide input, and participate. In each neighborhood there are always certain citizens who are more involved than others, and the City would work with and through those citizens to develop plans and help raise awareness.

In summary, the near-term and long-term recommendations discussed above aim to improve pedestrian and vehicle awareness with the goal of improving safety. However, as long as there are cars, pedestrians, and cyclists (and other modes), there will always be accidents—there are a multitude of factors that contribute to accidents, many of which involve individual driver and pedestrian decisions that are beyond the City’s control. In the last several years, the world has changed for Kenmore. Due to regional changes, we are seeing increased automobile volumes on our roads. In addition, the growing popularity of smart devices and cell phones has reduced driver attentiveness (even pedestrians and cyclists are “plugged in”). We need to be aggressive in getting the word out and raising awareness about safe driving, walking, and riding safely in Kenmore.

FISCAL CONSIDERATION:

Near-Term Recommendations that Need Funding:

Crosswalk Lighting Enhancements	TBD
Crosswalk RRFB Installations	\$170,000
Rechannelization Evaluation	\$25,000

Arterial Speed Studies	\$15,000
Educational Materials	\$5,000
Total	\$215,000

The above are estimates. As we move toward implementation, these numbers will be further refined.

We recommend that funding for the above actions comes from the Street Fund Balance. Thanks to the efforts of the City Council, the Street Fund has been stabilized. The Street Fund's projected ending balance is currently budgeted at \$1,498,676. This balance is 91% of the Fund's annual operating expenses (\$1,646,338), which is healthy and considered a higher-than-needed fund balance by most standards. Financial institutions view a 15% to 20% fund balance as sufficient.

Implementing the above-recommended actions will reduce the Street Fund projected ending fund balance by approximately \$215,000 and bring the ending fund balance down to \$1,283,676 or 78% of the Fund's annual operating expenses.

Previous proactive actions by the City Council have made it possible for the City to be in this financial position with a stabilized and healthy Street Fund balance.

If the City Council wishes to proceed with the proposed Near Term Actions, the City Council can direct the City Manager to proceed with the Near Term Actions and follow up with corresponding budget changes as part of the next budget amendment for Council consideration (likely in April 2014).

Long-Term Actions:

We recommend that discussion of the long term actions, including funding and implementation, occur during the 2015-2016 Biennial Budget process which will take place in the fall of this year.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Public Safety
Accelerating the implementation of the sidewalk plan

Exhibit A

14. Physical inventory of property and equipment...work with Brian; also small and attractive assets. Surplus and disposal of unneeded computer hardware.

In addition, there are things he can help with on the communications front that I'll discuss with Nancy and Leslie.



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Northshore Summit Park Construction Budget Amendment

For Council Meeting Agenda of: March 27, 2014

Department: Community Development

Prepared by: Marc Connelly, Parks Project Manager

Initial & Date

Approved by Department Head: _____

Approved by City Attorney: _____

Approved by Finance Director: _____

Approved by City Manager: _____

Proposed Council Action/Motion: Motion to increase the 2013 Northshore Summit Park Project Budget from \$659,000 to \$705,000 (increase of \$46,000) utilizing available Park Impact Fees. This will enable staff to approve additional work necessary to complete the project.

Exhibits/Attachments:

1. Graphic: Drainage and sod site locations and photographs

Expenditure Required \$46,000.

Amount Budgeted \$659,000 of Park Impact Fees for improvements at Northshore Summit Park, consistent with the adopted 2013-2018 adopted Capital Improvement Program (CIP).

Appropriation Required \$46,000 (for additional park improvements) in addition to the \$659,000 budgeted

INFORMATION/BACKGROUND:

The increased funding is needed to complete additional improvements to solve unforeseen site conditions related primarily to drainage issues and to ensure the site is more immediately useable upon its official opening.

The following table contains a summary of the current budget status and estimated extra project costs (includes contingency and sales tax) rounded to the nearest dollar:

Current Budget Status	\$659,000
Design/Engineering (including 2 amendments)	122,156
Construction Contract	375,100
Playground Equipment/Installation (includes \$20,000 grant)	95,067
Permits	6,492
Water Meter (NUD)	2,800
Change Order 1 (white noise equipment alarms)	1,989
Change Order 2 (unsuitable soils/extra tree removal)	29,764
New Park Sign	8,063
Park Project manager	10,000
Current Balance	7,569

Anticipated Expenses to Finish

Current Balance	\$7,569
Drainage correction north property line	\$5,000
Drainage correction standard trail (pending change order)	\$27,539
Additional equipment alarm (pending change order)	\$400
Engineering Costs for extra drainage work(Osborne)	\$3,000
1 percent for the arts (required by ordinance)	\$3,751
Park Project Manager (estimate)	\$5,000
Sodding Upper Play Area (optional)	\$8,552
Budget Increase Needed (rounded to nearest \$)	\$46,000

Attached are photos and locations of the drainage issues and the area proposed for sodding:

Background:

Since the present budget will be exceeded as a result of the needed extra work, a budget increase is necessary and approval by City Council is required by policy. Completion of these drainage improvements is necessary to protect existing site improvements and enable the contractor to complete the remaining elements of the park master plan. About 12 days remain on the current contract. The approval of the budget amendment will allow for the completion of the park and weather permitting allow for an April/May opening.

February 3-March 12, 2014

Work suspended due to wet site conditions.

October 28, 2013

Work begins on the Northshore Summit Park by Road Construction Northwest.

September 22, 2013

City Council awards bid to the low bidder Road Construction Northwest and authorizes the City Manager to sign and execute a construction contract for the improvements to Northshore Summit Park.

July 15, 2013

City Council approves budget amendment for Northshore Summit to complete all improvements related to the adopted master plan.

FISCAL CONSIDERATION: The adopted 2013-2018 CIP allocates \$659,000 of Park Impact Fees in 2013 for design and construction costs of Northshore Summit Park following the amendment of the CIP by the City Council in late 2013. The projected balance of Park Impact Fees at the end of 2013 was expected to be \$1,562,656. The previous budget amendment for the project reduced the fund to approximately \$1,093,656. Utilizing this projection from September 2013, the requested budget increase of \$46,000 would reduce the Park Impact Fee Fund to \$1,047,656.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Goal 5 – Implement a parks improvement and financial plan.



KING CONSERVATION DISTRICT ASSESSMENT FUNDING INVESTED IN THE CITY OF KENMORE

GRANT AWARDS - The District awards grants to local governments, nonprofit organizations, tribes, and other agencies to improve natural resources and increase regional conservation. District funds for projects listed below were collected from an annual, per-parcel assessment for projects in partnership with Member Jurisdictions and/or the three watershed forums. These monies support high-impact projects in both urban and rural areas and are often matched with funding from state, federal, and other sources. For more information on these projects or about the grant programs, please contact Jessica Saavedra at (425) 282-1906 or Jessica.Saavedra@kingcd.org. Visit our website at www.kingcd.org and find us on facebook.

King Conservation District Assessment Funded Member Jurisdiction Grants in the City of Kenmore

- 2004, Wildcliffe Shores Sammamish River Shoreline Restoration, \$12,500
- 2009, Swamp Creek Restoration, \$20,000
- 2014, Washington Native Plant Society - Advanced King County Stewardship Partner Training and Restoration Project, \$30,000



Stewards learn how to monitor restoration sites. Photo courtesy of Washington Native Plant Society <http://www.wnps.org/nps/about.html>

King Conservation District Assessment Funded WRIA 8 Grants in the City of Kenmore



Invasive weeds and trash were removed by volunteers on Earth Day 2010 at Swamp Creek park

- 2009, Swamp Creek Restoration, \$80,000

Conservation Services

The District provides services to landowners, cities and other organizations. Examples of District-contracted services includes project management and design, engineering, native bare root plants, and fresh water and marine riparian and wetland enhancement projects. For more information about conservation services, please contact Brandy Reed by at (425) 282-1924 or Brandy.Reed@kingcd.org.

- 2013, KCD led volunteers in planting native plants on a landowner's property in Kenmore along a tributary of Swamp Creek. KCD's Crew removed invasive weeds prior to the volunteer event and performs maintenance and monitoring on the project for three years. The cost for this project was \$5,138.26



Project site just after herbicide application



Project site just after planting event and mulch application

Landowner Incentive Program (LIP) Cost-Share Awards

The District supports conservation practices on private property by providing financial support to landowners who purchase and install mechanisms that promote conservation. Landowner expenses associated with pre-approved conservation practices are matched with LIP cost-share funding at a ratio of 50 to 90 percent of the total cost of projects. For more information please visit our web page at www.kingcd.org/programs-landowner-incentive.htm or contact Rachel Konrady at (425) 282-1907 or Rachel.Konrady@kingcd.org

- 2012, Roof Runoff Management Practice, \$735 (within city limits)

Summary of King Conservation District – City of Kenmore Member Jurisdiction Funding Available for Grants or Services

1994-2012 Assessment Collections	\$138,897.84
2013 Assessment Collections	\$ 13,672.10
Total Assessment Collections	\$152,569.94
Total Amount of Assessments Utilized to Date (see list of grants and/or services above)	\$ 62,500.00
Amount Available Today to Utilize for Grants or Services as of 4/17/14	\$ 90,069.94
Estimated 2014 Rates & Charges Collections	\$ 13,916.89
Estimated Total Amount Available to Utilize for Grants or Services (including estimated 2014 collections, subject to change)	\$103,986.83
Under-Utilized Funding Collected 5 or more years ago (2004-2008)	\$ 38,859.34



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Purchase and Sale Agreement – waterfront park property located at 7353 NE 175th Street, Kenmore, Washington, 98028 Proposed Council Action/Motion: Adopt resolution No. 14-239 approving a purchase and sale agreement for the property located at 7353 NE 175th Street in Kenmore.	For Council Meeting Agenda of: May 12, 2014 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <u>Initial & Date</u> Approved by City Attorney: <i>KW via email</i> Approved by Finance Director: <i>gmg 5/6/14</i> Approved by City Manager: <i>[Signature] 5/6/14</i> Exhibits/Attachments: Aerial photo of the property Resolution No. 14-239, including the purchase and sale agreement
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Information and Background

One of the City Council's priority goals is to advance the public's connection with Kenmore's waterfront. While the City owns approximately 4,800 feet of shoreline in its passive and active parks, the opportunities for the public to access the water are limited due to lack of developed beach access and inadequate docks for the launching of small watercraft. The City's Parks, Recreation, and Open Space (PROS) Plan adopted last year includes a policy to create a "water walk" on Lake Washington and the Sammamish River. In addition, the PROS plan calls for substantially more publicly accessible shoreline in Kenmore.

In last year's parks telephone survey, Kenmore residents ranked Water and Beach access as the number one need for the City's parks, and they rated Waterfront Property as the 2nd ranked need for land purchases. A follow up on-line survey also identified Water Access the top ranked need.

In response to the public's desire for more water access, the City Council has made it a priority to facilitate programming on the water as well as add facilities that improve water access. To that end, the city manager has recently been in negotiations with the property owner of a 0.65 acre waterfront property located at 7353 NE 175th Street in Kenmore. This property is adjacent to (west side of) Squires Landing Park and is located on the water at the confluence of Swamp Creek and the Sammamish River.

The following features make the property worth considering for purchase. The property:

- is a link or piece in the puzzle for the water walk envisioned in the adopted PROS Plan.
- is adjacent to Squires Landing Park.
- is "turn-key," meaning it has an existing, usable dock and a three-car garage for boat storage. The property could likely be available for public use later this summer.
- has deep water access at the dock and Sammamish River bank.
- provides access to the City-owned lagoon which has the potential to be a refuge and learning area for

hand-powered watercraft users.

- is at the confluence of Swamp Creek and the Sammamish River.
- contains the western-most tip of the Squires Landing peninsula.
- has a willing seller.
- is more affordable (under \$1 million) than other riverfront property alternatives.

If acquired by the City, the property will serve a variety of park functions, including a bird and wildlife viewpoint, a launching point for small watercraft, a picnic area, and a connection to Squires Landing Park. The property's three-car detached garage could be used as storage for hand-powered watercraft in exchange for water activities and programming for the public by a local crew/kayak club who would use that storage. A group of Kenmore and local area residents have formed Kenmore Crew and Kayak Club and appear interested in utilizing the boat storage in return for providing activities and programming on the water.

The resolution attached to this City Council agenda bill would authorize a purchase and sale agreement (PSA) that would allow the City to take a closer look at the property. City staff will have the property surveyed and inspected and will evaluate the condition of the structures and review any potential encroachments, easements, or access issues to the property.

The due diligence period to review the property and determine whether the property is acceptable for acquisition will last thirty days following mutual acceptance of the attached PSA. The attached resolution gives the city manager the authority to extend the due diligence period and closing date an additional 45 days.

Fiscal Consideration

The property owner and the city manager have negotiated a purchase price of \$640,000 plus seller's closing costs for title, escrow, and real estate excise tax, estimated at \$15,000 (the City will get back \$3,200 of that in REET revenue).

The City Manager recommends utilizing Park Impact Fee revenue to acquire the property. Park Impact Fees are collected from new residential development and can only be used for park acquisitions and expansions. The City has also applied for a State Recreation and Conservation Office grant for waterfront acquisitions. If approved (we will know this time next year), this grant would reimburse the City for up to \$300,000 (approximate) of the acquisition cost of this proposed waterfront park property.

Should the sale of the property go through, city staff will subsequently bring forward amendments to the Parks CIP and the biennial budget for City Council approval.

Ongoing maintenance costs should be considered. The property will need to be maintained regularly, including mowing of the lawn and general landscape maintenance. The City may be able to utilize volunteer resources, such as the crew and kayak club, to keep the lawn mowed and the landscape maintained. If not, professional landscaping costs would range between \$3,000 and \$5,000 per year. The City's Public Works crew currently unlocks the gates for Log Boom Park and Wallace Swamp Creek Park each morning, and the City's Police Department locks the gates for those same two parks in the evenings. Should the City acquire the property being considered in the attached PSA, gate locking and unlocking for this park property will need to be added to the list. A portable toilet would also likely be needed for the property, the cost of which is approximately \$1,500 per year. Utilities on the manufactured home are estimated at \$3,000 per year, depending on use. Total hard costs for maintenance (not including staff and police time) are estimated at \$7,000 to \$15,000 per year.

The City may consider longer term improvements to the property that can be funded and addressed in future capital budgets. Such considerations should include the disposition and potential removal of the manufactured

home, improving the dock to ADA standards, and installing a picnic shelter and permanent restroom.

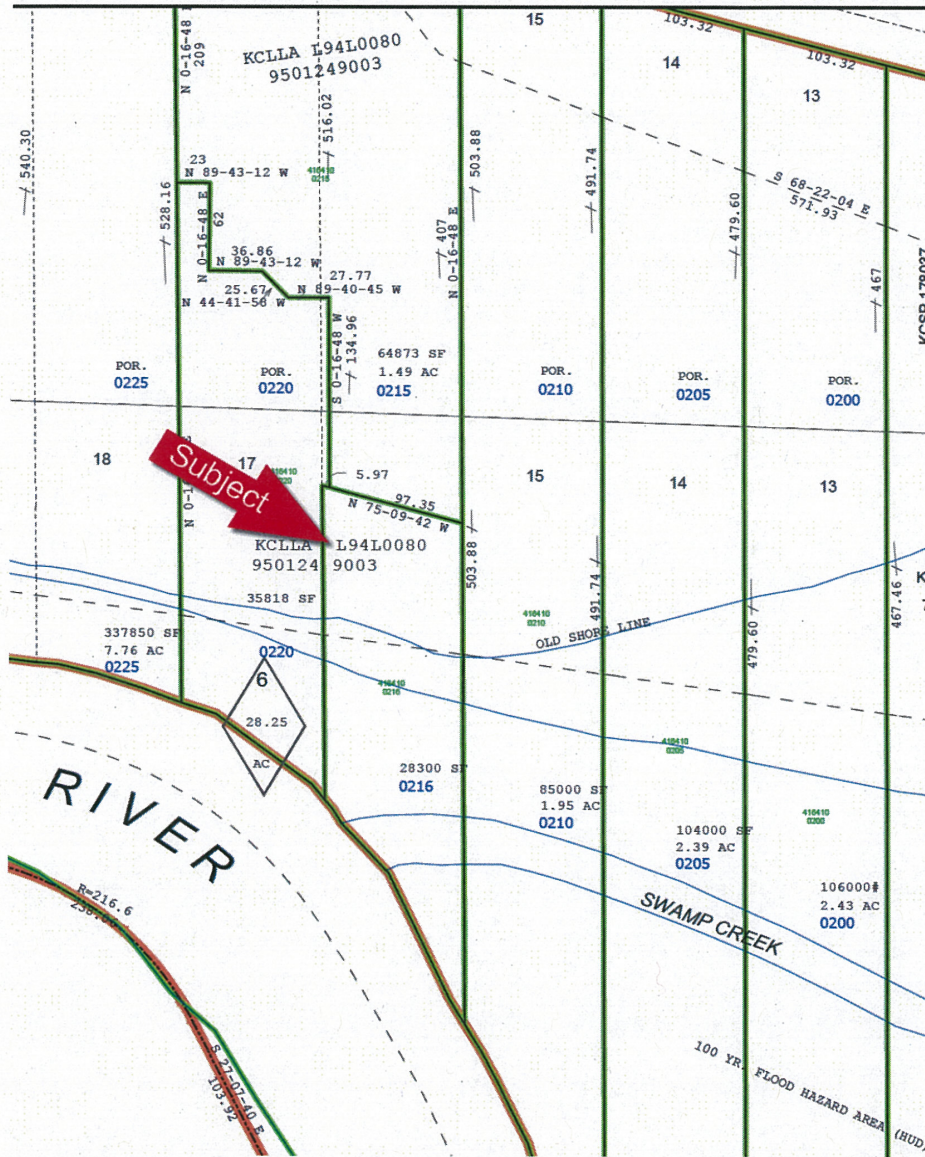
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

City Council Goals 1 and 5: Advance the public's access and connection to the waterfront.

Proposed Waterfront Property Acquisition: 7353 NE 175th Street, Kenmore, WA 98028



7353 NE 175th Street, Kenmore, WA 98028



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 14-239**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, APPROVING A PURCHASE AND SALE
AGREEMENT FOR THE PROPERTY LOCATED AT 7353
NE 175TH STREET, KENMORE, WA 98028.**

WHEREAS, the City Council of the City of Kenmore adopted its latest update of the City's Parks, Recreation, and Open Space Plan in 2013 (the "Plan");

WHEREAS, the Plan contains guiding goals and policies that support and advance the public's access and connection to the City's waterfront;

WHEREAS, the Plan calls for the acquisition of waterfront property for the public's enjoyment;

WHEREAS, on March 17, 2014, the City Council adopted twelve priority goals for 2014-2015;

WHEREAS, City Council Goal 1 includes "Advance the City's connection to the waterfront" as a key component of implementing the City's Economic Development Plan;

WHEREAS, City Council Goal 5 is "to advance the public's access and connection to the waterfront;"

WHEREAS, Charles and Kathryn Twedt own a waterfront property consisting of approximately 0.65 acres, located at 7353 NE 175th Street in Kenmore (the "Property").

WHEREAS, Charles and Kathryn Twedt are willing sellers of the Property;

WHEREAS, the Property is adjacent to Squire's Landing Park and the City-owned lagoon on Swamp Creek;

WHEREAS, the Property has approximately 100 lineal feet of waterfront accessing the Sammamish River, plus additional frontage on the tip of the Squires Landing peninsula and on the lagoon adjacent to and part of Squires Landing Park;

WHEREAS, the Property contains a ramp and float to the water, parking, and structures for boat storage and other uses; and

WHEREAS, the City Council has determined that the City's acquisition of the Property is consistent with the goals and policies set forth in the Plan, will provide desired public access to and use of the City's waterfront and will constitute a benefit to the public,

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

Section 1. Approval of the Purchase and Sale Agreement. The City Council approves the City's purchase of the property located at 7353 NE 175th Street. The City Council hereby approves and authorizes the City Manager to execute on behalf of the City a Purchase and Sale Agreement between the City of Kenmore and Charles and Kathryn Twedt, in substantially and materially the same form, and carrying substantially and materially the same terms and conditions, as that attached to this Resolution as **Exhibit A** and incorporated herein by this reference.

Section 2. Extension of Due Diligence/Environmental Inspection Period. The City Council hereby authorizes the City Manager, at his discretion, to extend the Due Diligence/Environmental Inspection Period and subsequent closing date for an additional forty-five (45) days beyond the specified period and closing date in the Purchase and Sale Agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS ____ DAY OF MAY, 2014.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

EXHIBIT A

Contract No. 14-C1276

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered by and between the **City of Kenmore, Washington**, a municipal corporation (the "City") and **Charles Twedt and Kathryn Lynn Twedt**, husband and wife (collectively, "Seller") with regard to the following:

RECITALS:

A. Seller owns that property located at 7353 NE 175th Street, Kenmore, King County, Washington, 98028 legally described on **Exhibit A**, attached hereto and incorporated by this reference (the "Property").

B. Seller desires to sell to the City, and the City desires to purchase from Seller, the Property, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Purchase and Sale Terms.** The City shall purchase the Property from Seller and Seller shall sell the Property to the City on the following terms and conditions:

1.1 **Purchase Price for Property.** The Purchase Price to be paid by the City to Seller for the Property shall be SIX HUNDRED FORTY THOUSAND DOLLARS AND NO/100ths (\$640,000.00) (the "Purchase Price"). The Purchase Price shall be paid in cash at Closing.

1.2 **Earnest Money Deposit.** Within three (3) business days after the mutual execution of this Agreement, the City will deliver to the Escrow Agent (as identified in Paragraph 5.1 below), a check in the sum of TEN THOUSAND DOLLARS AND NO/100ths (\$10,000.00) (the "Deposit"). Except as otherwise provided in this Agreement, the Deposit and all accrued interest will be credited to the City at Closing and applied to payment of the Purchase Price.

1.3 **Date of Closing.** The transaction of purchase and sale as set forth in this Agreement shall be closed no later than fifteen (15) days following the satisfaction and/or waiver of all contingencies set forth more fully below or June 30, 2014, whichever occurs later ("Date of Closing").

1.4 **Included/Excluded Items.** The Purchase Price shall include all fixtures affixed or attached to the mobile home structure, including, as applicable: built-in appliances; wall-to-wall carpeting; window treatments; awnings; storm doors and windows;

installed antennas; ventilating, air conditioning and heating fixtures; fireplace fixtures; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all associated remote controls. The Purchase Price shall also include the refrigerator; the gazebo on the south deck; industrial shelving along the west interior wall of the garage; and the stand alone wood shed on the north side of the garage. The Purchase Prices does not include, and Seller shall remove from the Property at or before the Date of Closing, the following personal property: hanging fish on the garage; metal fish art in the garden; propane fireplace on deck; washer and dryer; all potted plants not planted in the ground; and all other personal property that is not affixed or attached to the mobile home structure or the real property.

1.5 Memorial Artwork. In the current or approximate location of the metal fish art sculpture (SE portion of the property adjacent to the lagoon), the City shall within one (1) year of the Closing Date install an art sculpture with a nautical or fish related theme and including a plaque that will read "In Memory of David (Davy) Wheeler;" provided, that this deadline may be extended by the City if the commission or composition of the sculpture, or the condition of the Property, makes such deadline unreasonable. Other than the theme, the City shall retain the discretion to determine and select the composition, materials, size, details, design, artist and all other elements of the art sculpture.

2. City's Contingencies. This Agreement and the City's obligations under this Agreement are conditioned upon the occurrence of each of the following to the City's reasonable satisfaction:

2.1. Condition of Title. Within fourteen (14) days of the mutual execution of this Agreement, Seller shall cause Chicago Title Insurance Company, 701 -5th Avenue, Suite 3400, Seattle, Washington 98104 (the "Title Company") to issue to the City a preliminary commitment for standard owner's policy of title insurance for the Property, together with full copies of any exceptions set forth therein (the "Preliminary Commitment"). The City shall have fourteen (14) days after deliver of the Preliminary Commitment within which to notify Seller, in writing, of the City's disapproval of any exceptions shown on the Preliminary Commitment; provided, that all monetary encumbrances and liens, if any, shall be deemed automatically disapproved and shall be paid by Seller at Closing.

If the City disapproves any of the exceptions or defects set forth in the Preliminary Commitment, Seller shall have ten (10) days from delivery of the City's notice to eliminate any disapproved exceptions from the policy of title insurance to be issued in favor of the City; provided, that, if such exceptions or defects cannot be eliminated within such ten (10) day period, Seller may notify the City in writing of Seller's agreement to remove such exceptions or defects, in which case such exceptions or defects shall be removed from title prior to Closing.

If disapproved exceptions are not eliminated within said ten (10) day period, or if Seller fails to notify the City within ten (10) days of Seller's willingness to remove such exceptions prior to Closing, or if Seller notifies the City in writing that Seller will not

eliminate the same, then this Agreement shall terminate, and neither the City nor Seller shall have any further rights, duties or obligations hereunder, unless within five (5) days after the earlier of (1) the expiration of said ten (10) day period, or (ii) the date that Seller notifies the City that Seller will not eliminate the disapproved exceptions, the City waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions. The title exceptions approved as provided herein are referred to as the "Permitted Exceptions."

2.2 Due Diligence/Environmental Inspection. The City shall have thirty (30) days from the date of the mutual execution of this Agreement within which to fully examine all aspects and conditions of the Property and to determine that the Property and the conditions thereof are fully acceptable for the City's intended purpose (the "Due Diligence Period").

(a) Access and Inspection. During the Due Diligence Period, the City and its agents, representatives, contractors and subcontractors may, upon twenty-four (24) hours prior notice to Seller, enter upon the Property to inspect the Property and to conduct such surveys and feasibility studies, and to make such engineering and other inspections, tests and studies, as the City determines to be reasonably necessary, including, without limitation, environmental, water and soil studies, utilities availability and capacity, zoning, ongoing and legal use of the dock, ability of the City to use the property for its intended uses, architectural and engineering studies, and the feasibility and costs of intended improvements and operation of the Property. The City shall indemnify, defend and hold harmless Seller against all actual injuries, damages, liabilities and claims, including, without limitation, Seller's attorney's fees and defense costs to the extent caused by the City, its agents, representatives, contractors or subcontractors in the exercise of the City's inspection rights hereunder. The City shall fully restore the Property to the extent reasonably feasible following any such testing to its condition immediately preceding such work. The City's obligations under this subsection shall survive termination of this Agreement, and the City's indemnity obligations shall also survive the Closing of the transaction contemplated hereby.

(b) Document Inspection. Within five (5) days of the mutual execution of this Agreement, Seller shall deliver to the City a NMLS Form 17, duly completed by Seller in accordance with the instructions set forth in that form. In addition, Seller agrees to deliver to the City on or before fifteen (15) days from the date of mutual execution of this Agreement, copies of the following information and documentation in Seller's possession or control, or otherwise readily acquirable by Seller, and relating to the Property: (i) any existing ALTA surveys; (ii) copies of soils, wetlands and related reports, documents, correspondence or records; (iii) copies of tax assessments, LID's, etc.; (v) all engineering and related studies in connection with the Property; and (v) any other relevant reports, studies or information in its possession or control. The documents and information required to be delivered by Seller as specified herein are referred to as the "Property Information." Seller shall have an ongoing obligation to supplement the Property Information initially provided to the City in the event additional Property Information becomes available to Seller subsequent to Seller's initial disclosure.

If the City does not notify Seller of its approval of the inspection set forth in this subsection 2.1.2 by the expiration of the Due Diligence Period, this contingency shall be deemed disapproved and the Agreement shall automatically terminate.

2.3 Waiver of Contingencies. If the City notifies Seller in writing that the contingencies set forth herein have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, the Closing of this transaction shall thereafter proceed in accordance with the terms hereof.

2.4 Failure of Contingency. The conditions contained in this Subparagraph 2.1 are intended solely for the benefit of the City. Except as otherwise expressly provided herein, if any of the foregoing conditions are not satisfied, and the City does not otherwise notify Seller in writing that the City has, in its sole discretion, elected to waive the condition in question and proceed with the transaction, then this Agreement shall automatically terminate and be of no further force or effect, whereupon, except as otherwise provided in this Agreement, neither party hereto will have any further rights, duties or obligations under this Agreement and the Deposit previously delivered by the City, and all interest accrued thereon, shall be immediately return to the City.

3. Conveyance of Title. On the Date of Closing, the title to the Property shall be conveyed to the City by statutory warranty deed subject only to the Permitted Exceptions. Prior to or concurrent with the delivery of the statutory warranty deed, Seller shall also deliver or cause to be delivered to the City, for the City's benefit, a final ALTA Standard Coverage Owner's Policy of Title Insurance for the Property in the City's name and in the amount of the Purchase Price, containing only those Permitted Exceptions. The City may, in its discretion, elect to obtain an extended coverage owner's policy; provided, that the City shall be responsible for the additional costs associated with such coverage.

4. Closing and Escrow

4.1 Escrow Agent. The Title Company shall act as the escrow agent for this transaction (the "Escrow Agent"). Upon the mutual execution of this Agreement, the City shall deposit an executed counterpart with the Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and the City shall execute such additional and supplementary escrow instructions as may be reasonable or appropriate to enable the Escrow Agent to comply with the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and any escrow instructions, the terms of this Agreement shall govern.

4.2 Prorations. All taxes and assessments for the Property shall be prorated as of the Date of Closing.

4.3 Fees, Closing Costs, Taxes and Commissions. On Closing, the City shall pay the premium for the title insurance to be issued by the Title Company for the benefit of the City in the amount of the Purchase Price. . The City shall also pay all recording fees,

escrow fees charged by the Escrow Agent and real estate excise taxes associated with the sale of the Property. Seller shall pay all commissions and brokerage fees associated with or arising from this transaction and Seller shall defend and indemnify the City from all liability to pay any commission or broker's fee or other compensation.

4.4 Closing Obligations of Purchaser. On or before Closing the City shall deliver to the Escrow Agent the following:

4.4.1 The Purchase Price, in all cash.

4.4.2 A Closing Statement in form and content reasonably satisfactory to the parties.

4.4.3 Any other documents necessary to effect the transaction contemplated in this Agreement.

4.5 Closing Obligations of Seller. At Closing, Seller shall deliver to the Escrow Agent the following duly executed and acknowledged documents (where appropriate):

4.5.1 A statutory warranty deed sufficient to convey fee simple title to the Property, subject only to the Permitted Exceptions.

4.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

4.5.3 A FIRPTA certification.

4.5.4 A Real Estate Excise Tax Affidavit executed by Seller in form required by law.

4.5.5 Any other documents necessary to effect the transaction contemplated in this Agreement.

4.6 Possession. The City shall be entitled to possession upon Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for unconditional disbursement to Seller.

5. Default. In the event that Seller breaches this Agreement, the City shall, in its sole discretion, (i) have the right to pursue specific performance of this Agreement or (ii) receive the Deposit and terminate this Agreement; in either case, such remedy shall be the City's sole and exclusive remedy for Seller's breach hereof. If the City is the defaulting party, then Seller may retain the Deposit as liquidated damages (and not as a penalty) as the sole and exclusive remedy available to Seller for such failure.

Seller's Initials _____

The City's Initials _____

6. Seller's Representations and Warranties. Seller represents and warrants to the City as follows:

6.1 Ownership; Non-Foreign Status. Seller owns the Property and has the right to sell the Property and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended.

6.2 Property Information. To the best of Seller's knowledge, the information regarding the Property as provided by Seller is complete, accurate, true and correct and does not fail to state any fact without which such information would be misleading.

6.3 Hazardous Materials: To the best of Seller's knowledge, no hazardous or toxic waste or other hazardous materials have been deposited or spilled on or under the Property or exist on or under the Property. For purposes of this Agreement, "hazardous materials" shall mean any material which is defined as hazardous, toxic or radioactive in any federal, state or local statute, regulation, ordinance or law applicable to the Property, or which is otherwise publicly regulated for reasons of human health or the environment, including, without limitation, asbestos and petrochemicals.

6.4 Notices of Violation. To the best of Seller's knowledge, the Property is not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including without limitation, any building, zoning or environmental restriction or requirement concerning filing, use, construction, maintenance, repair, replacement, operation or occupancy, and Seller has not received from any governmental agency any notice of the existence of any such violations.

6.5 Pending Actions. To the best of Seller's knowledge, there is no action or proceeding pending or threatened against Seller or the Property, including but not limited to condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

6.3 Survival of Warranties. All of Seller's representations and warranties provided in this Agreement shall survive Closing.

7. Condition of Property. The City acknowledges that after the Due Diligence Period and at Closing, Seller is selling the Property "as is, where is and with all faults" without representation, warranty or covenant (express or implied) except as specifically set forth herein. Seller has not made and shall not be deemed to have made any representation, warranty or covenant (express or implied) and shall not have any liability whatsoever as to the title, value, habitability, use, design, operation or fitness for use of the Property, except as specifically set forth herein.

8. Miscellaneous.

8.1 City's Funds to Close. The City represents that it has sufficient funds to close this sale in accordance with this Agreement, and it is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.

8.2. Attorneys Fees. In the event of any dispute, including arbitration or litigation concerning this Agreement or if this Agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all costs and expenses, and reasonable attorney fees. In the event of trial, the amount of the attorney fees shall be fixed by the court. The venue of any such suit shall be King County, Washington.

8.3 Entire Agreement. This Agreement constitutes the full and entire understanding between Seller and the City. There are no verbal agreements that modify or affect this Agreement.

8.4 Binding Effect. This Agreement applies to, inures to the benefit of, and is binding on not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

8.5 Computation of Time. Any time limit in or applicable to a notice shall commence on the day following receipt of the notice and shall expire at midnight of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which event the time limit shall expire at midnight of the next business day. Any specified period of five (5) days or less shall include business days only. Time is of the essence on this Agreement.

8.7 Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States regular mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing to the following addresses:

To Purchaser: Attn: City Manager
 18120 68th Avenue NE
 Kenmore, Washington 98028
 (425)398-890

To Seller: Attn: _____

8.8 Assignment. Except as specifically permitted herein, this Agreement shall not be assigned without the express written consent of the other party, which consent shall not be unreasonably withheld. Such assignment shall be contingent upon the assignee assuming all responsibilities, obligations and liabilities hereunder. Said assignment shall not relieve the assignor from liability hereunder and assignor shall remain jointly and severally liable with assignee in the event of any breach of this Agreement by assignee or assignor.

This Agreement is accepted without further change or counteroffer this ____ day of _____, 2014, which shall be deemed the date of mutual acceptance of this Agreement.

THE CITY:

SELLER:

The City of Kenmore, Washington a
municipal corporation:

By _____
Name _____
Its _____
Dated: _____

Name: _____
Date: _____

EXHIBIT A
To
REAL ESTATE PURCHASE AND SALE AGREEMENT
Legal Description of Property

LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF LOT 16, BLOCK 3, LAKEWOOD VILLA TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 32, IN KING COUNTY, WASHINGTON, LYING SOUTH OF A LINE 400 FEET SOUTH OF AND PARALLEL TO N.E. 175TH STREET.

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE EAST 20 FEET OF THAT PORTION OF SAID LOT 16, LYING NORTH OF A LINE 400 FEET SOUTH OF AND PARALLEL TO N.E. 175TH STREET, IN KING COUNTY, WASHINGTON.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 14-238**

**A RESOLUTION OF THE CITY COUNCIL OF
KENMORE, WASHINGTON, ADOPTING A
COUNCILMEMBER VACANCY AND LEAVE
OF ABSENCE POLICY AND PROCEDURE.**

WHEREAS, the City Council desires to establish a policy and procedures for filling a Councilmember vacancy, for granting a Councilmember leave of absence, and for appointing a Councilmember Pro Tempore, all as authorized by state law;

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

Section 1. The City Council adopts the “Kenmore City Council Vacancy and Leave of Absence Policy & Procedure” attached to this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 12th DAY OF MAY, 2014.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Attachment to Resolution No. 14-238

**KENMORE CITY COUNCIL
VACANCY AND LEAVE OF ABSENCE POLICY & PROCEDURE**

1.0 Purpose

The purpose of this policy is to provide guidance to the City Council when a Councilmember position becomes vacant, when a Councilmember requests an extended leave of absence, and when the City Council desires to appoint a Councilmember Pro Tempore during the Councilmember's extended leave of absence.

2.0 References

RCW 42.12 – Vacant Position.

RCW 35A.13.020 (and RCW sections cited therein) – Vacancies – Filling of Councilmember Vacancies.

RCW 35A.13.035 – Appointment of Councilmember Pro Tempore.

RCW 35A.13.065 – Pro Tempore Appointments.

RCW 42.30.110(1)(h) – Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office.

RCW 42.30.060 – Prohibition on Secret Ballots.

3.0 Definitions

Vacancy is defined as resignation, recall, forfeiture, written intent to resign, or death of a Councilmember.

Leave of absence is defined as a temporary interval when a Councilmember is unable to serve due to extended absence or disability but expects to return to full service prior to the end of his or her term of office.

4.0 Leave of Absence

The remaining Councilmembers, by a simple majority vote, may grant a leave of absence to a Councilmember upon receipt and approval of a written request.

5.0 Filling of Vacancy or Appointment of Councilmember Pro Tempore

A Councilmember vacancy shall be filled according to the process described below.

After granting a leave of absence, the remaining Councilmembers, by a simple majority vote, shall select one of the following options:

1. Leave the position unfilled;
2. Appoint a Councilmember Pro Tempore without the process described below;
3. Appoint a Councilmember Pro Tempore according to the process described below; or
4. Appoint a Councilmember Pro Tempore using another process based on the circumstances at the time of the leave of absence and the needs of the City Council.

The Councilmember who is vacating his or her position, permanently or temporarily by leave of absence, cannot participate in the appointment process.

6.0 Application Process

Upon a vacancy or City Council determination to appoint a Councilmember Pro Tempore, the City Council shall direct staff to begin the Councilmember application process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

The City Clerk's Office shall prepare and submit an advertisement to the newspaper of record, with courtesy copies to all local newspapers, which announces the vacancy consistent with the requirements necessary to hold public office. This advertisement shall contain such information that the City Council deems appropriate.

The applicant must be a registered voter of the City of Kenmore, have a two-year continuous period of residency in the City of Kenmore, and hold no other public office or employment under the City of Kenmore government.

The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. The application form must include the question: "Is there anything in your background that would bring discredit to this city if appointed?" The application form must also require the applicant to complete and file a Washington State PDC Form F-1. The City Clerk's Office shall make the applications available at Kenmore City Hall and such other locations that the City Council directs, if any.

Applications received by the deadline date and time will be copied and circulated by the City Clerk's Office to the City Council. The applications shall be accompanied by any additional information submitted by the applicant and obtained by the City Clerk's Office, such as endorsements, letters of reference and other pertinent materials.

7.0 Interview Process

The City Council will determine which applicants will be interviewed according to qualifications submitted.

The City Clerk's Office shall notify the selected applicants of the location, date and time of City Council interviews.

Prior to the date and time of the interview, the Mayor shall accept one interview question from each Councilmember.

Prior to the interview, the City Clerk shall obtain and provide to the Councilmembers a Criminal Check for the applicant.

The applicant's order of appearance shall be determined by a random lot drawing performed by the City Clerk.

Each interview of an applicant shall be no more than 30 minutes in length. At the interview:

- The applicant shall present his or her credentials to the City Council.
- The City Council shall ask the predetermined set of questions.
- If agreed to by the City Council, the Councilmembers may ask and receive

8.0 Voting Process

Upon completion of the interviews, Councilmembers may convene into Executive Session to discuss the qualifications of the applicants; however, all interviews, nominations and votes taken by the Councilmembers shall be in open public session.

In voting on the applicants, the City Council shall follow *Roberts Rules of Order Newly Revised*.

The position shall be filled by the applicant receiving a majority vote of the remaining members of the City Council. Thus, balloting will continue until an applicant receives a majority of four votes.

At anytime during the balloting process, the City Council may postpone balloting until a certain date or regular meeting if no applicant has received a majority of four votes.

The Mayor shall declare the applicant receiving a majority of four votes as the new Councilmember or Councilmember Pro Tempore, and he or she shall be sworn into office at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.

9.0 Term of Office

The new Councilmember shall serve the remainder of the unexpired term until his or her successor takes office, pursuant to State law.

A Councilmember Pro Tempore appointed to serve during a leave of absence of a Councilmember shall serve only until such time as the Councilmember resumes his or her duties.



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

Subject/Topic: Proposed Amendment to the City of Kenmore Legislative Agenda for the 2013-2015 Legislative Biennia Proposed Council Action/Motion: Motion to Approve Amending the City of Kenmore Legislative Agenda for the 2013-2015 Legislative Biennia to Include Support for Department of Ecology Budget to Perform Additional Sediment Sampling and Analysis in Northeast Lake Washington; and Approve Signing a Joint Letter with the 46th District Legislative Delegation to the Department of Ecology Expressing Support for the Project	For Council Meeting Agenda of: 12 May 2014 Department: Executive Prepared by: Nancy Ousley <u>Initial & Date</u> Approved by Department Head: <u>NKO 9 May 2014</u> Approved by City Attorney: Approved by Finance Director: <u>[Signature] 5/19/14</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Legislative Agenda as Approved in December 2013 2. December 9, 2013 Agenda Package 3. Department of Ecology Media Release dated June 2013
Expenditure Required \$0 Amount Budgeted \$n/a Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The Washington Department of Ecology has prepared a scope for further sediment testing and analysis in North Lake Washington, following screening level testing that was performed in 2012-2013 in a project sponsored by the City of Kenmore, Department of Ecology, City of Lake Forest Park and NorthLake Marina owners. Ecology has not secured funding for the Phase 2 sampling and analysis. The proposed amendment to the City's current Legislative Agenda reads as follows: "The City of Kenmore respectfully requests approval of funding in the Department of Ecology Budget for Phase 2 additional sampling and analysis of sediment in selected areas of North East Lake Washington and near-shore areas identified in screening level sampling and analysis performed in 2012-2013."	
<u>FISCAL CONSIDERATION:</u> The City of Kenmore spent over \$100,000 in 2012-2013 on the screening level sampling and analysis.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Advance the City's Connection to the Waterfront	

City of Kenmore
Legislative Agenda for 2013-2015 Legislative Biennia
Revised for 2014

Transportation Revenue Package

The City respectfully requests the approval of a Washington State transportation revenue package including funding for State Route 522 in Kenmore as well as the authority for King County to impose a local 1.5% Motor Vehicle Excise Tax for transit and local roads.

- The City's top legislative priority is funding for State Route 522. State Route 522 is a highway of statewide significance that runs through the City of Kenmore and as an east-west corridor, connecting I-5 to I-405. Tolling on the SR 520 Bridge has already shown noticeable and measurable traffic and congestion increases on SR 522 in Kenmore. Proposed I-90 Bridge tolling will only exacerbate traffic problems on SR 522 and add to the need for capacity and safety improvements.
- Local option funding for transit and road improvements is an important tool to maintain our roads and transit service. The authority for King County to levy a 1.5% Motor Vehicle Excise Tax would ensure stable and predictable funding for local transportation projects and services.

Sammamish River Bridge Funding Sources

The City respectfully requests state programs like BRAC and TIB that could serve as future funding sources for the southbound bridge on 68th Avenue over the Sammamish River. The City is currently studying whether the bridge should be replaced or rehabilitated. This 80-year-old bridge is of regional significance—Juanita Drive/68th Avenue, fed by other arterials, is on a well-used route around the Lake. In fact, Juanita/68th has increasingly become a prime alternate route for drivers avoiding tolls on State Route 520. The bridge was constructed in the 1930's and has been closely monitored for decades. It has shown sudden structural deterioration since traffic volumes increased coinciding with SR 520 tolling.

Capital Funding for Renovating the Kenmore Family Shelter

The City supports the King County Housing Authority's funding request for the Kenmore Family Shelter. The Kenmore Family Shelter is owned by the King County Housing Authority and has been operated by Hopelink as a family shelter since 1986. Additional funds will renovate the shelter, adding 2 additional units for a total of 11. Families temporarily housed at the Kenmore Family Shelter have access to a full menu of services designed to help them build the skills necessary to access permanent housing, increase their income and ensure they are never homeless again.

Policy Statements

The items below are legislative items that the City of Kenmore supports; however, they are not a top legislative priority.

State Grant Programs

The City of Kenmore encourages the state to continue funding grant programs that assist the city in providing local services. In particular, the City supports continued grant funding to the Recreation and Conservation Office (RCO) for parks, to the Department of Commerce for small business incubators and innovation partnership zones (IPZs), the Public Works Trust Fund (PWTF) for local infrastructure and the Model Toxics Control Act (MTCA) for toxin clean up and stormwater funding.

Stormwater

The City of Kenmore supports policy changes that address stormwater management regionally, including addressing regional stormwater impacts in project SEPA analysis.

Public Records Reform

The City of Kenmore supports reform to statutes governing public records requests. In approaching this reform, the City recognizes the importance of transparency and accountability in government; however, the current system is frequently abused. The City of Kenmore looks forward to working with other stakeholders to develop some reform ideas.

Product Stewardship

The City of Kenmore supports legislation creating a statewide product stewardship program, including paint, medicine, and mercury-containing fluorescent light take-back programs. This legislation would require manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over products across these categories. King County has developed a local medicine program and the State of Washington is in the process of developing a mercury-containing fluorescent light program.

Local Government Finance Considerations

The City of Kenmore supports consideration short-term strategies to recognize the financial conditions affecting local government in this economy. This could include postponing state-mandated deadlines for Growth Management Comprehensive Plans, adjusting Transportation Benefit District revenue options, providing incentives for fuel-efficient fleet vehicle replacement, or other actions.



Subject/Topic:

City of Kenmore 2014 State Legislative Agenda

Prepared by: Nancy Ousley

Proposed Council Action/Motion:

Initial & Date

Approved by Department Head: NKO 4 DEC 2013

Approved by City Attorney:

Approved by Finance Director: James H. H. 12/13

Approved by City Manager: per [signature]

Approve City of Kenmore 2014 Proposed State
Legislative Agenda

Exhibits/Attachments:

1. Information Sheet on the proposed addition to the Legislative Agenda; 2004 adopted Legislation
2. December 2, 2013 Agenda package

Expenditure Required \$0

Amount Budgeted \$

Appropriation Required \$n/a

INFORMATION/BACKGROUND:

The Council discussed the proposed 2014 State Legislative Agenda on December 2, 2013 and postponed action pending further review of an addition proposed by Mayor Baker. The additional language in the Policy Section of the Agenda would read:

“The City of Kenmore supports legislation increasing the property tax exemption thresholds for disabled individuals who are either retired or are veterans of the armed forces. The statute was last updated for inflation in 2004, and should be adjusted to reflect inflation over the last decade.”

The attachment prepared by Gordon Thomas Honeywell provides additional detail on the current exemption. The most recent amendment to the exemption levels was made in 2004, and the adopted legislation is also attached.

FISCAL CONSIDERATION:

There would be a fiscal impact to the State Budget if the threshold was adjusted.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Multiple Council Goals are addressed in the State Legislative Agenda

ATTACHMENT

1

Article VII, section 10 of the state constitution states that, "The legislature shall have the power, by appropriate legislation, to grant to retired property owners relief from the property tax on the real property occupied as a residence by those owners. The legislature may place such restrictions and conditions upon the granting of such relief as it shall deem proper. Such restrictions and conditions may include, but are not limited to, the limiting of the relief to those property owners below a specific level of income and those fulfilling certain minimum residential requirements."

The Legislature has utilized this constitutional authority by enacted RCW 84.36.381. Under this statute a number of limited exemptions are outlined:

- Individual must be **61 years or older** on December 31st of the year in which the exemption claim is filed, and **be retired** from regular gainful employment **by reason of disability**. OR
- Individual must be a **veteran of the armed forces** who is entitled to and **receiving compensation** from the US Department of veterans affairs at a **total disability rating** for a **service-connected disability**.
- Individual may be a **surviving spouse** of either of the above two, if they are **57 years or older**.

If one of these three categories are met, the amount of the exemption is based on combined disposable income.

- **\$35,000 or less** - exempt from all excess property taxes.
- **\$25,000-\$30,000** - exempt from all regular property taxes over \$50,000 OR 35% of the valuation of his or her residence, but not to exceed \$70,000 of the valuation of his or her residence.
- **\$25,000 or less** - exempt from all regular property taxes on the greater of \$60,000 or 60% of the valuation of his or her residence.

There are additional limitations on whether the residence is occupied, ownership of the residence, improvements made to the residence, etc.

CERTIFICATION OF ENROLLMENT

SENATE BILL 5034

Chapter 270, Laws of 2004

58th Legislature
2004 Regular Session

PROPERTY TAX RELIEF--SENIOR CITIZENS, DISABLED PERSONS

EFFECTIVE DATE: 6/10/04

Passed by the Senate March 11, 2004
YEAS 46 NAYS 2

BRAD OWEN

President of the Senate

Passed by the House March 11, 2004
YEAS 96 NAYS 0

FRANK CHOPP

Speaker of the House of Representatives

Approved March 31, 2004.

GARY F. LOCKE

Governor of the State of Washington

CERTIFICATE

I, Milton H. Doumit, Jr.,
Secretary of the Senate of the
State of Washington, do hereby
certify that the attached is
SENATE BILL 5034 as passed by the
Senate and the House of
Representatives on the dates
hereon set forth.

MILTON H. DOUMIT JR.

Secretary

FILED

March 31, 2004 - 3:21 p.m.

**Secretary of State
State of Washington**

SENATE BILL 5034

AS AMENDED BY THE HOUSE

Passed Legislature - 2004 Regular Session

State of Washington 58th Legislature 2003 Regular Session

By Senators Zarelli, Winsley, McCaslin, T. Sheldon, Hale, Benton,
West, Esser, Sheahan, Oke and Kohl-Welles

Read first time 01/13/2003. Referred to Committee on Ways & Means.

1 AN ACT Relating to property tax relief for senior citizens and
2 persons retired because of physical disability; and amending RCW
3 84.36.381, 84.36.383, and 84.38.030.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 84.36.381 and 1998 c 333 s 1 are each amended to read
6 as follows:

7 A person shall be exempt from any legal obligation to pay all or a
8 portion of the amount of excess and regular real property taxes due and
9 payable in the year following the year in which a claim is filed, and
10 thereafter, in accordance with the following:

11 (1) The property taxes must have been imposed upon a residence
12 which was occupied by the person claiming the exemption as a principal
13 place of residence as of the time of filing: PROVIDED, That any person
14 who sells, transfers, or is displaced from his or her residence may
15 transfer his or her exemption status to a replacement residence, but no
16 claimant shall receive an exemption on more than one residence in any
17 year: PROVIDED FURTHER, That confinement of the person to a hospital
18 ~~((or))~~, nursing home, boarding home, or adult family home shall not
19 disqualify the claim of exemption if:

1 (a) The residence is temporarily unoccupied;
 2 (b) The residence is occupied by a spouse and/or a person
 3 financially dependent on the claimant for support; or
 4 (c) The residence is rented for the purpose of paying nursing home
 5 ~~((or))~~, hospital, boarding home, or adult family home costs;
 6 (2) The person claiming the exemption must have owned, at the time
 7 of filing, in fee, as a life estate, or by contract purchase, the
 8 residence on which the property taxes have been imposed or if the
 9 person claiming the exemption lives in a cooperative housing
 10 association, corporation, or partnership, such person must own a share
 11 therein representing the unit or portion of the structure in which he
 12 or she resides. For purposes of this subsection, a residence owned by
 13 a marital community or owned by cotenants shall be deemed to be owned
 14 by each spouse or cotenant, and any lease for life shall be deemed a
 15 life estate;
 16 (3) The person claiming the exemption must be sixty-one years of
 17 age or older on December 31st of the year in which the exemption claim
 18 is filed, or must have been, at the time of filing, retired from
 19 regular gainful employment by reason of ~~((physical))~~ disability:
 20 PROVIDED, That any surviving spouse of a person who was receiving an
 21 exemption at the time of the person's death shall qualify if the
 22 surviving spouse is fifty-seven years of age or older and otherwise
 23 meets the requirements of this section;
 24 (4) The amount that the person shall be exempt from an obligation
 25 to pay shall be calculated on the basis of combined disposable income,
 26 as defined in RCW 84.36.383. If the person claiming the exemption was
 27 retired for two months or more of the assessment year, the combined
 28 disposable income of such person shall be calculated by multiplying the
 29 average monthly combined disposable income of such person during the
 30 months such person was retired by twelve. If the income of the person
 31 claiming exemption is reduced for two or more months of the assessment
 32 year by reason of the death of the person's spouse, or when other
 33 substantial changes occur in disposable income that are likely to
 34 continue for an indefinite period of time, the combined disposable
 35 income of such person shall be calculated by multiplying the average
 36 monthly combined disposable income of such person after such
 37 occurrences by twelve. If it is necessary to estimate income to comply

1 with this subsection, the assessor may require confirming documentation
 2 of such income prior to May 31 of the year following application;

3 (5) (a) A person who otherwise qualifies under this section and has
 4 a combined disposable income of thirty-five thousand dollars or less
 5 shall be exempt from all excess property taxes; and

6 (b) (i) A person who otherwise qualifies under this section and has
 7 a combined disposable income of (~~twenty-four~~) thirty thousand dollars
 8 or less but greater than (~~eighteen~~) twenty-five thousand dollars
 9 shall be exempt from all regular property taxes on the greater of
 10 (~~forty~~) fifty thousand dollars or thirty-five percent of the
 11 valuation of his or her residence, but not to exceed (~~sixty~~) seventy
 12 thousand dollars of the valuation of his or her residence; or

13 (ii) A person who otherwise qualifies under this section and has a
 14 combined disposable income of (~~eighteen~~) twenty-five thousand dollars
 15 or less shall be exempt from all regular property taxes on the greater
 16 of (~~fifty~~) sixty thousand dollars or sixty percent of the valuation
 17 of his or her residence; (~~and~~)

18 (6) For a person who otherwise qualifies under this section and has
 19 a combined disposable income of thirty-five thousand dollars or less,
 20 the valuation of the residence shall be the assessed value of the
 21 residence on the later of January 1, 1995, or January 1st of the
 22 assessment year the person first qualifies under this section. If the
 23 person subsequently fails to qualify under this section only for one
 24 year because of high income, this same valuation shall be used upon
 25 requalification. If the person fails to qualify for more than one year
 26 in succession because of high income or fails to qualify for any other
 27 reason, the valuation upon requalification shall be the assessed value
 28 on January 1st of the assessment year in which the person requalifies.
 29 If the person transfers the exemption under this section to a different
 30 residence, the valuation of the different residence shall be the
 31 assessed value of the different residence on January 1st of the
 32 assessment year in which the person transfers the exemption.

33 In no event may the valuation under this subsection be greater than
 34 the true and fair value of the residence on January 1st of the
 35 assessment year.

36 This subsection does not apply to subsequent improvements to the
 37 property in the year in which the improvements are made. Subsequent

1 improvements to the property shall be added to the value otherwise
2 determined under this subsection at their true and fair value in the
3 year in which they are made.

4 **Sec. 2.** RCW 84.36.383 and 1999 c 358 s 18 are each amended to read
5 as follows:

6 As used in RCW 84.36.381 through 84.36.389, except where the
7 context clearly indicates a different meaning:

8 (1) The term "residence" means a single family dwelling unit
9 whether such unit be separate or part of a multiunit dwelling,
10 including the land on which such dwelling stands not to exceed one
11 acre. The term shall also include a share ownership in a cooperative
12 housing association, corporation, or partnership if the person claiming
13 exemption can establish that his or her share represents the specific
14 unit or portion of such structure in which he or she resides. The term
15 shall also include a single family dwelling situated upon lands the fee
16 of which is vested in the United States or any instrumentality thereof
17 including an Indian tribe or in the state of Washington, and
18 notwithstanding the provisions of RCW 84.04.080 and 84.04.090, such a
19 residence shall be deemed real property.

20 (2) The term "real property" shall also include a mobile home which
21 has substantially lost its identity as a mobile unit by virtue of its
22 being fixed in location upon land owned or leased by the owner of the
23 mobile home and placed on a foundation (posts or blocks) with fixed
24 pipe, connections with sewer, water, or other utilities. A mobile home
25 located on land leased by the owner of the mobile home is subject, for
26 tax billing, payment, and collection purposes, only to the personal
27 property provisions of chapter 84.56 RCW and RCW 84.60.040.

28 (3) "Department" means the state department of revenue.

29 (4) "Combined disposable income" means the disposable income of the
30 person claiming the exemption, plus the disposable income of his or her
31 spouse, and the disposable income of each cotenant occupying the
32 residence for the assessment year, less amounts paid by the person
33 claiming the exemption or his or her spouse during the assessment year
34 for:

35 (a) Drugs supplied by prescription of a medical practitioner
36 authorized by the laws of this state or another jurisdiction to issue
37 prescriptions; ((and))

1 (b) The treatment or care of either person received in the home or
 2 in a nursing home, boarding home, or adult family home; and
 3 (c) Health care insurance premiums for medicare under Title XVIII
 4 of the social security act.
 5 (5) "Disposable income" means adjusted gross income as defined in
 6 the federal internal revenue code, as amended prior to January 1, 1989,
 7 or such subsequent date as the director may provide by rule consistent
 8 with the purpose of this section, plus all of the following items to
 9 the extent they are not included in or have been deducted from adjusted
 10 gross income:
 11 (a) Capital gains, other than gain excluded from income under
 12 section 121 of the federal internal revenue code to the extent it is
 13 reinvested in a new principal residence;
 14 (b) Amounts deducted for loss;
 15 (c) Amounts deducted for depreciation;
 16 (d) Pension and annuity receipts;
 17 (e) Military pay and benefits other than attendant-care and
 18 medical-aid payments;
 19 (f) Veterans benefits other than attendant-care and medical-aid
 20 payments;
 21 (g) Federal social security act and railroad retirement benefits;
 22 (h) Dividend receipts; and
 23 (i) Interest received on state and municipal bonds.
 24 (6) "Cotenant" means a person who resides with the person claiming
 25 the exemption and who has an ownership interest in the residence.
 26 (7) "Disability" has the same meaning as provided in 42 U.S.C. Sec.
 27 423(d)(1)(A) as amended prior to January 1, 2004, or such subsequent
 28 date as the director may provide by rule consistent with the purpose of
 29 this section.
 30 **Sec. 3.** RCW 84.38.030 and 1995 c 329 s 2 are each amended to read
 31 as follows:
 32 A claimant may defer payment of special assessments and/or real
 33 property taxes on up to eighty percent of the amount of the claimant's
 34 equity value in the claimant's residence if the following conditions
 35 are met:
 36 (1) The claimant must meet all requirements for an exemption for

1 the residence under RCW 84.36.381, other than the age and income limits
2 under RCW 84.36.381 and the parcel size limit under RCW 84.36.383.

3 (2) The claimant must be sixty years of age or older on December
4 31st of the year in which the deferral claim is filed, or must have
5 been, at the time of filing, retired from regular gainful employment by
6 reason of physical disability: PROVIDED, That any surviving spouse of
7 a person who was receiving a deferral at the time of the person's death
8 shall qualify if the surviving spouse is fifty-seven years of age or
9 older and otherwise meets the requirements of this section.

10 (3) The claimant must have a combined disposable income, as defined
11 in RCW 84.36.383, of ((~~thirty-four~~)) forty thousand dollars or less.

12 (4) The claimant must have owned, at the time of filing, the
13 residence on which the special assessment and/or real property taxes
14 have been imposed. For purposes of this subsection, a residence owned
15 by a marital community or owned by cotenants shall be deemed to be
16 owned by each spouse or cotenant. A claimant who has only a share
17 ownership in cooperative housing, a life estate, a lease for life, or
18 a revocable trust does not satisfy the ownership requirement.

19 (5) The claimant must have and keep in force fire and casualty
20 insurance in sufficient amount to protect the interest of the state in
21 the claimant's equity value: PROVIDED, That if the claimant fails to
22 keep fire and casualty insurance in force to the extent of the state's
23 interest in the claimant's equity value, the amount deferred shall not
24 exceed one hundred percent of the claimant's equity value in the land
25 or lot only.

26 (6) In the case of special assessment deferral, the claimant must
27 have opted for payment of such special assessments on the installment
28 method if such method was available.

Passed by the Senate March 11, 2004.

Passed by the House March 11, 2004.

Approved by the Governor March 31, 2004.

Filed in Office of Secretary of State March 31, 2004.



Subject/Topic:

City of Kenmore 2014 State Legislative Agenda

Prepared by: Nancy Ousley

Proposed Council Action/Motion:

Approved by Department Head: Initial & Date
NKO 10 NOV 2013

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Approve City of Kenmore 2014 State
Legislative Agenda

Exhibits/Attachments:

1. Proposed 2013-2015 Legislative Agenda with Updates for 2014
2. City of Kenmore State Legislative Agenda for 2013 as approved February 2013
3. Association of Washington Cities (AWC) 2014 Legislative Priorities

Expenditure Required \$n/a

Amount Budgeted \$

Appropriation Required \$

INFORMATION/BACKGROUND:

The proposed State Legislative Agenda updates the Agenda approved before the 2013 Legislative Session to reflect actions taken on Kenmore priorities in the 2013 Session. The final Transportation budget included provisions for freeway signage on I-5 and I-405 directing travelers to Kenmore and the Town Green proposal was awarded \$300,000 in the Capital Budget . Transportation priorities are updated to include the Sammamish River Bridge project and information on the Transportation Revenue Package status, which appears favorable for funding to complete the SR 522 Corridor Project. The Capital Budget request includes support for the King County Housing Authority funding request to renovate the Kenmore Family Shelter, which is operated by Hopelink.

The City continues to work with Gordon Thomas Honeywell Government Affairs for representation on State Legislative and Budget issues.

FISCAL CONSIDERATION:

n/a

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

- To continue to implement the Economic Development Plan.
- To continue to seek transportation funding and mitigation for State impacts on the city's transportation system, air-water quality, and noise to include but not limited to SR 522, Sammamish River Bridge,

local roads and Lake Washington sediment depths.

- To continue to pursue downtown development, with an emphasis on Kenmore Village.
- To advance the public's access and connection to the waterfront.
- To continue to seek opportunities to complete a successful Lakepointe development.
- To establish a 20 to 30 Year Sidewalk Plan.
- To implement a Parks Improvement and Financial Plan.
- To address watershed issues affecting the City.

**City of Kenmore
Legislative Agenda for 2013-2015 Legislative Biennia
Revised for 2014**

Transportation Revenue Package

The City respectfully requests the approval of a Washington State transportation revenue package including funding for State Route 522 in Kenmore as well as the authority for King County to impose a local 1.5% Motor Vehicle Excise Tax for transit and local roads.

- The City's top legislative priority is funding for State Route 522. State Route 522 is a highway of statewide significance that runs through the City of Kenmore and as an east-west corridor, connecting I-5 to I-405. Tolling on the SR 520 Bridge has already shown noticeable and measurable traffic and congestion increases on SR 522 in Kenmore. Proposed I-90 Bridge tolling will only exacerbate traffic problems on SR 522 and add to the need for capacity and safety improvements.
- Local option funding for transit and road improvements is an important tool to maintain our roads and transit service. The authority for King County to levy a 1.5% Motor Vehicle Excise Tax would ensure stable and predictable funding for local transportation projects and services.

Sammamish River Bridge Funding Sources

The City respectfully requests state programs like BRAC and TIB that could serve as future funding sources for the southbound bridge on 68th Avenue over the Sammamish River. The City is currently studying whether the bridge should be replaced or rehabilitated. This 80-year-old bridge is of regional significance—Juanita Drive/68th Avenue, fed by other arterials, is on a well-used route around the Lake. In fact, Juanita/68th has increasingly become a prime alternate route for drivers avoiding tolls on State Route 520. The bridge was constructed in the 1930's and has been closely monitored for decades. It has shown sudden structural deterioration since traffic volumes increased coinciding with SR 520 tolling.

Capital Funding for Renovating the Kenmore Family Shelter

The City supports the King County Housing Authority's funding request for the Kenmore Family Shelter. The Kenmore Family Shelter is owned by the King County Housing Authority and has been operated by Hopelink as a family shelter since 1986. Additional funds will renovate the shelter, adding 2 additional units for a total of 11. Families temporarily housed at the Kenmore Family Shelter have access to a full menu of services designed to help them build the skills necessary to access permanent housing, increase their income and ensure they are never homeless again.

Policy Statements

The items below are legislative items that the City of Kenmore supports; however, they are not a top legislative priority.

State Grant Programs

The City of Kenmore encourages the state to continue funding grant programs that assist the city in providing local services. In particular, the City supports continued grant funding to the Recreation and Conservation Office (RCO) for parks, to the Department of Commerce for small business incubators and innovation partnership zones (IPZs), the Public Works Trust Fund (PWTF) for local infrastructure and the Model Toxics Control Act (MTCA) for toxin clean up and stormwater funding.

Stormwater

The City of Kenmore supports policy changes that address stormwater management regionally, including addressing regional stormwater impacts in project SEPA analysis.

Public Records Reform

The City of Kenmore supports reform to statutes governing public records requests. In approaching this reform, the City recognizes the importance of transparency and accountability in government; however, the current system is frequently abused. The City of Kenmore looks forward to working with other stakeholders to develop some reform ideas.

Product Stewardship

The City of Kenmore supports legislation creating a statewide product stewardship program, including paint, medicine, and mercury-containing fluorescent light take-back programs. This legislation would require manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over products across these categories. King County has developed a local medicine program and the State of Washington is in the process of developing a mercury-containing fluorescent light program.

Local Government Finance Considerations

The City of Kenmore supports consideration short-term strategies to recognize the financial conditions affecting local government in this economy. This could include postponing state-mandated deadlines for Growth Management Comprehensive Plans, adjusting Transportation Benefit District revenue options, providing incentives for fuel-efficient fleet vehicle replacement, or other actions.

City of Kenmore
Legislative Agenda for the 2013 State Legislative Session

Funding Requests

Completing SR 522

The City respectfully requests \$8.5 million in state funding to complete improvements to State Route 522 in Kenmore. SR 522 is a highway of statewide significance that runs through the City of Kenmore and as an east-west corridor, connects I-5 to I-405. SR 522 is one of the four east-east corridors on Lake Washington. Tolling on the SR 520 bridge has already shown noticeable and measurable traffic and congestion increases on SR 522 in Kenmore. Proposed I-90 bridge tolling will only exacerbate traffic problems on SR 522 and add to the need for capacity and safety improvements.

Kenmore Village Town Green

The City of Kenmore respectfully requests that \$300,000 be allocated in the Capital Budget toward Kenmore Town Square. Kenmore Town Square will cover just under an acre on the Kenmore Village shopping center property, and will be a location for city programming to foster a greater sense of community, and provide an important amenity for downtown redevelopment. The City is prepared to provide a strong local match for State Capital Budget funding.

Sammamish River Bridge Funding

The City respectfully requests state funding to replace the southbound bridge on 68th Avenue over the Sammamish River. This 80-year-old bridge is of regional significance—Juanita Drive/68th Avenue, fed by other arterials, is on a well-used route around the Lake. In fact, *Juanita/68th has increasingly become a prime alternate route for drivers avoiding tolls on State Route 520.* The bridge was constructed in the 1930's and has been closely monitored for decades. It has shown sudden structural deterioration since traffic volumes increased coinciding with SR 520 tolling.

Mitigating Impacts of 520 Bridge Construction

SR 520 bridge construction activity is located at the Lake Pointe site in the City of Kenmore. Since construction began, water depths have noticeably declined. This change in depth has negatively impacted neighboring water dependent business operations that are important to the Kenmore community. Further lake sediment testing and maintenance dredging is needed to prevent negative impacts to the Kenmore's water-dependent businesses. The City encourages the state to fund this ongoing monitoring and maintenance dredging as a component cost of the SR 520 bridge construction project.

Policy Requests

I-5 and I-405 Signage Directing Drivers to Kenmore

As the home of Bastyr University and the Kenmore International Air Harbor, the City of Kenmore respectfully requests additional directional signage leading to the City. The City will work with its legislative delegation and the Washington State Department of Transportation (WSDOT) to have directional signs on I-5 and I-405 directing drivers to Kenmore.

State Grant Programs

The City of Kenmore encourages the state to continue funding grant programs that assist the city in providing local services. In particular, the City supports continued grant funding to the Recreation and Conservation Office (RCO) for parks, to the Department of Commerce for small business incubators and innovation partnership zones (IPZs), and Department of Ecology for the local model toxics funding and stormwater funding to meet NPDES requirements

Stormwater

The City of Kenmore supports policy changes that address stormwater management regionally, including addressing regional stormwater impacts in project SEPA analysis.

Public Records Reform

The City of Kenmore supports reform to statutes governing public records requests. In approaching this reform, the City recognizes the importance of transparency and accountability in government; however, the current system is frequently abused. The City of Kenmore looks forward to working with other stakeholders to develop some reform ideas.

Medicine Take-Back Program

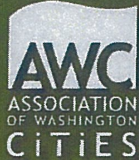
The City of Kenmore supports legislation creating a statewide medicine take-back program. This legislation would require drug manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over medicines. King County is in process of implementing a local take-back program.

Local Government Finance Considerations

The City of Kenmore supports consideration short-term strategies to recognize the financial conditions affecting local government in this economy. This could include postponing state-mandated deadlines for Growth Management Comprehensive Plans, adjusting Transportation Benefit District revenue options, providing incentives for fuel-efficient fleet vehicle replacement, or other actions.

ATTACHMENT
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October 2013



2014

legislative priorities



What do cities need from our Legislature in 2014?

Washington's cities are home to most of our state's citizens and business activity. Many cities continue to grow and all face challenges on how best to provide valuable services to enhance the quality of life within our state.

Our cities partner with counties, special districts and the state to provide services that help make Washington a great state within which to conduct business and live.

As the state retreats from sharing revenue to help cities provide services, our historic partnership is being seriously tested. Legislators are not providing cities the tools needed to maintain services. Neither are they adjusting mandates to help reduce costs. These trends are unsustainable.

During the 2014 legislative session, cities ask the Legislature and Governor to support cities in the following four ways:

- **Restore local liquor revenue sharing** to the historic revenue sharing formulas so we can better fund public safety and other local impacts of liquor consumption.
 - The enhanced public safety funding promised in the 2011 liquor privatization initiative hasn't been kept – in fact funding has been cut by legislative action and diverted to other uses.
- **Fund transportation needs now, including providing new local transportation options** - Transportation is critical for our economic health so we must have the resources at both the state and local levels to maintain and improve our vital transportation systems.
 - Needs vary by region and, so too, must the array of options.

■ **Halt and refrain from raiding infrastructure funds like the Public Works Trust Fund and Model Toxics Control Accounts and build them back to health –**

Our infrastructure is aging and we can't keep up with demands and regulatory requirements.

- Great cities don't just happen – we need planned and sustained investments in order for Washington to thrive.

■ **Share new marijuana revenue –** The new recreational marijuana industry is subject to up to a 75% state excise tax, but none of this potential funding is directed to locals to address public safety needs and other local impacts.

- Cities and counties must enforce marijuana laws and need shared revenue to do this.

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[Ecology home](#) > [News](#) > News Release

Washington State Department of Ecology - June 18, 2013

13-153

Lake sediments safe in Kenmore area; public meeting set on recent studies

KENMORE – Public areas along Lake Washington’s northern tip are safe for swimming and other in-water recreation, according to assessments of lake sediments and water quality.

Findings will be presented at a public meeting set for July 11 at Kenmore City Hall, 18120 68th Ave. N. E., beginning at 5:30 p.m. with an informal open house. A presentation and question-and-answer session will begin at 7 p.m.

Officials and experts from the city of Kenmore, the state Departments of Ecology and Health and other agencies will be available to answer questions.

The meeting will focus on three key developments:

City/state sediment study: Kenmore and Ecology jointly funded a study that examined sediment samples at Log Boom Park, Kenmore Navigation Channel, Kenmore Industrial Park, the lower reach of the Sammamish River, including the Department of Fish and Wildlife (WDFW) boat launch, and at Lake Forest Park’s Lyon Creek Waterfront Park. Concentrations of dioxin and other toxic substances in the sediments at most of these locations were consistent with or lower than [background levels](#) found in soil in other parts of the Seattle urban area.

The study also found dioxins in sediments above background levels at two private marinas. Ecology, the two private marina owners and the state Department of Natural Resources have agreed to cooperate on further evaluating sediment cleanup and dredge planning at these two locations, which are not swimming areas.

Lake Forest Park and commercial lakefront property owners helped fund the study or provided access for the sampling.

Department of Health assessment: The Washington Department of Health evaluated the sampling study data within Kenmore and concluded that contact with sediments outside the two private marinas – Harbour Village Marina and Northlake Marina – is not expected to harm people’s health in the study area. This includes Logboom Park, the WDFW boat launch, and areas with limited public access such as the navigation channel and near the Kenmore Industrial Park (KIP) site.

Kenmore Navigation Channel dredging project: One goal of the Kenmore sediment study was to determine potential sediment disposal options for the future maintenance dredging of the Kenmore Navigation Channel, which the U.S. Army Corps of Engineers (Corps) would undertake, subject to Congressional funding. The dredging would provide better vessel access to waterfront businesses. The city continues to work with the state’s congressional delegation and the Corps to include the maintenance dredging in a future budget and work program.

The Dredged Material Management Program (DMMP), a four-agency group that evaluates sediments for dredging purposes, reviewed sediment results for preliminary evaluation. DMMP’s members are the Corps, U.S. Environmental Protection Agency, Ecology, and Washington Department of Natural Resources. Because the recent testing was performed at a preliminary screening level, DMMP would

<http://www.ecy.wa.gov/news/2013/154.html>

6/29/2013

Lake sediments safe in Kenmore area; public meeting set on recent studies | June 2013 Ne... Page 2 of 2

require further analyses closer to the time of any dredging to determine if material would be suited for in-water disposal at an approved open water disposal site.

To view the reports:

- The [City/Ecology sediment study](#): at Kenmore City Hall, Kenmore Library, and Lake Forest Park Library
- The [DMMP report](#)

Kenmore and Ecology conducted the studies in response to citizen concerns about health and environmental safety in Lake Washington and to gather information for planning for permits for work to maintain the navigation channel.

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Laura Inouye, Ecology Dredged Material Management Program representative, 360-407-6165, lino461@ecy.wa.gov

For more information:

Kenmore area sediment sampling results available on these two websites:

- Kenmore Industrial Park: <https://fortress.wa.gov/ecy/gsp/Sitepage.aspx?csid=2134>
- Harbour Village Marina: <https://fortress.wa.gov/ecy/gsp/Sitepage.aspx?csid=9197>

[Jan. 17, 2013 Ecology/City of Kenmore news release on sediment study](#)
(www.ecy.wa.gov/news/2013/017.html)

[Washington State Department of Health Consultations](#) (www.doh.wa.gov/consults)

[Dredged Material Management Program](#) (www.nws.usace.army.mil/Missions/CivilWorks/Dredging.aspx)

[City of Kenmore – Kenmore Sediment Sampling](#) (www.kenmorewa.gov/Page.aspx?cid=3152)

[Ecology's social media](#) (www.ecy.wa.gov/about/newmedia.html)

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