



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

City of Kenmore
REVISED City Council Regular Meeting Agenda
7:00 p.m., Monday, June 23, 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. 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.

VI. CONSENT AGENDA

- A. Approve Check Nos. 30072-30132 in the Amount of \$1,591,932.17, and Payroll Check No. 211385 in the Amount of \$3,229.85 and Electronically Transferred Payroll Funds Totaling \$70,963.48 for the Period Ending June 6, 2014
[Checks for Approval](#)

VII. BUSINESS AGENDA

- A. Policy Discussion re: Video Recording of Council Meetings - Brett Lee, Management Intern
[Agenda Bill & Attachment](#)

VIII. STAFF REPORT

- A. Twedt Park Property Purchase Update - Rob Karlinsey, City Manager
[Memo and Attachment](#)

- B. Pedestrian Bicycle Safety Update - Rob Karlinsey, City Manager
[Memo and Attachment](#)
- C. Multimodal Safety & Parks Citizen Survey - Joanne Gregory, Finance & Administration Director
[Memo and Attachment](#)

IX. COUNCILMEMBER REPORTS & COMMENTS

X. COUNCILMEMBER INITIATIVES

XI. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), Potential Litigation, and RCW 42.30.110(1)(c), Property Disposition

XII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XIII. ADJOURNMENT

A. Upcoming Meetings:

Tues., June 24, 2014	Town Hall - Pedestrian/Bicycle Safety	7:00-9:00 p.m.
Tues., July 1, 2014	Planning Commission Regular Meeting	7:00 p.m.
Mon., July 14, 2014	City Council Regular Meeting	7:00 p.m.
Tues., July 15, 2014	Planning Commission Regular Meeting	7:00 p.m.

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 30072-30132 which total \$1,591,932.17, and payroll check #211385 in the amount of \$3,229.85 and electronically transferred payroll funds totalling \$70,963.48, 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.


6/6/14
 City Manager Date


6/6/14
 Finance Director Date

Check #	Vendor Name	Description	Check Amount
30072	BANNER BANK LD	Supplies/Special Event/Social Media	1,048.36
30073	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,135.30
30074	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
30075	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,892.81
30076	CITY OF KENMORE FS	Flexible Spending Medical Plans	232.15
30077	BANK OF AMERICA 941	Payroll Taxes	16,623.32
30078	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	13,169.95
30079	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,379.52
30080	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	456.00
30081	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
30082	BANNER BANK KENMORE	SWM Supplies, Training, Computer Supplies	1,213.76
30083	ASSOCIATION OF WA CITIES	Conference Registration - Bauer/Richardson	750.00
30084	CITY OF LAKE FOREST PARK	May Public Works Charges	71,756.93
30085	DEPARTMENT OF ECOLOGY	Ecology Permit Fees	14,222.00
30086	REPUBLIC SERVICES	May City Hall & Rhod. Park Solid Waste Chgs	851.53
30087	FRUHLING SAND & TOPSOIL	Disposal Charges/ Roadwork	870.25
30088	CALPORTLAND COMPANY	Shoulder Clearing & Drainage Materials	345.41
30089	KING COUNTY ANIMAL SVCS	Pet License Renewals 5/27-6/2/14	195.00
30090	KING COUNTY FINANCE	April Adult/Juv. Detention -Booking Fees	35,699.53
30091	KING COUNTY FINANCE	April Adult/Juvenile Detention CWP Crew	7,750.00
30092	KING COUNTY OFFICE OF FINANCE	Jan/Feb/Mar Public Def. Indigency Screening	2,591.05
30093	KING COUNTY RADIO COMM SERVICES	4/29-7/31/14 Emergency Radio Access	271.95
30094	KING COUNTY SHERIFF	Jan-May Police Svcs & Hydro Event Overtime	1,277,317.29
30095	KING COUNTY SHERIFF	April School District Overtime	3,276.71
30096	NORTHSHORE UTILITY DIST	April Hydrant Rental for Vactor	50.00
30097	OFFICE DEPOT	Office Supplies/ Toner/ Ink	271.16
30098	OFFICE TEAM	Temporary Svcs/ Week Ending 5/16	338.67
30099	PACIFIC TOPSOILS	4/28-5/13 Material/Vegetation Disposal	856.38
30100	PUGET SOUND ENERGY	4/15-5/14 Rhod. Park Electric Chgs	311.95

30101	UPS STORE	May Copying/Laminating Charges	54.94
30102	SEES TREES AND EXCAVATION INC	Emergency Fence Repair	240.90
30103	SNOHOMISH COUNTY	April Charges for Vactor Waste Disposal	416.00
30104	ENVIRONMENTAL SYSTEMS RESEARCH INST	ArcGIS Desktops & Server	7,675.95
30105	OUSLEY, NANCY	Per Diem for NBIA Conference	336.25
30106	TOPIA TECHNOLOGY/ BIS	June Website Hosting	200.00
30107	PUGET SOUND BUSINESS JOURNAL	Subscription 8/1/14-7/31/15	97.00
30108	JACOBS ENGINEERING GROUP	2/22-4/25 13-C1220 W Samm Bridge Svcs	35,717.27
30109	KOMPAN, INC	Parts to Fix Rhod. Park Play Equipment	605.93
30110	COMCAST	5/30-6/29 Incubator Internet/Cable	173.16
30111	HORIZON DISTRIBUTORS INC	Irrigation Supplies	56.11
30112	SARAH ROBERTS	May Prosecution Svcs 10-C862	10,302.00
30113	PHSI PURE WATER FINANCE	Incubator Filtered Water	50.31
30114	FAZZARI MARKETING	Blue Meeting Folders	1,551.53
30115	SUSSMAN/PREJZA & CO, INC	Park Signage	1,005.00
30116	INDEPENDENT STATIONERS	Ink & Toner	190.62
30117	SCHINDLER ELEVATOR CORPORATION	Elevator Service	950.94
30118	WELLS FARGO FINANCIAL	5/21-6/20 1st & 2nd Floor Xerox Leases	1,041.25
30119	WAGE WORKS	April Administrative Fee	50.00
30120	KENMORE COMMERCIAL LLC	June Incubator Rent	3,281.00
30121	ST OF WA DEPT OF FISH & WILDLIFE	Boat Launch Restroom	7,276.50
30122	BUENA VISTA SERVICES, INC.	Business Incubator Janitorial	495.00
30123	NATIONAL BUSINESS INCUBATION ASSOC.	Membership Renewal 7/1/14-6/30/15	525.00
30124	MOBILE MINI, INC.	5/27-6/23 Rhod./Log Boom Container Rent	1,039.92
30125	NORTHWEST LANDSCAPE SERVICES	SR522 ROW Replanting & Mulching	19,950.90
30126	RNR CONSULTING	Replacement Permitting Software Required	15,532.00
30127	BRIEN, GAYLYNN	March Sales Tax Services	50.00
30128	VERTICAL VISUAL SOLUTIONS INC.	NS Summit Park Signage/Wayfinding/Banners	9,764.66
30129	MACDONALD MILLER FACILITY SOLUTIONS	Hot Wtr Heater Svc & Replace Fountain Pump	5,282.77
30130	MILLER'S EQUIPMENT & RENT ALL INC.	Glassware Rental Volunteer Appreciation	46.81
30131	NEWELL, HEATHER	Cash Dep. Release Rusch Short Plat	1,519.05
30132	FABULOUS CLEANERS	Cleaning of Volunteer Work Gloves	16.42
211385	MICHAEL REDMOND	Payroll Check	3,229.85
5/16/2014	PAYROLL	Direct Deposit	70,963.48
			<u><u>\$1,666,125.50</u></u>

2014	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2014
	6270 BOTHELL WAY LLC		10,000.00
	A+ CONFERENCING		51.42
	AA PARTY RENTALS		190.53
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		113.88
	ACTION ENTERTAINMENT		395.00
	ADVANCE TESTING & SERVICE INC		540.00
	AFLAC		2,561.35
	ALCALDE & FAY		20,540.26
	ALPHAGRAPHS US718		162.47
	AMERICAN GENERAL		2,175.30
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	ANDERSON, LAURI		142.38
	ARTS OF KENMORE		200.00
	ASSOCIATION OF WA CITIES		16,706.62
	AURORA RENTS		794.63
	AV CAPTURE ALL, INC.		2,176.87
	AWC EMPLOYEE BENEFITS		195,255.49
	BAKER, DAVID		1,424.20
	BANK OF AMERICA 941		126,679.69
	BANNER BANK BAKER		7,133.68
	BANNER BANK BH		1,473.75
	BANNER BANK CS		1,969.11
	BANNER BANK DB		972.95
	BANNER BANK JG		3,983.88
	BANNER BANK JGORDON		7,333.45
	BANNER BANK KENMORE		10,312.05
	BANNER BANK LD		1,831.71
	BANNER BANK NO		3,894.80
	BANNER BANK PS		1,238.13
	BANNER BANK ROGERS		2,536.68
	BANNER BANK VAN NESS		3,966.71
	BASTYR UNIVERSITY		50,200.00
	BAYE ENTERPRISES, INC.		833.30
	BETHANY BIBLE CHURCH		35,850.00
	BINW		1,138.63
	BIOBAG AMERICAS INC.		710.83
	BRIEN, GAYLYNN		200.00
	BUENA VISTA SERVICES, INC.		1,980.00
	BUILDERS EXCHANGE OF WASHINGTON INC		45.70
	BULGER SAFE & LOCK, INC.		356.48
	CALPORTLAND COMPANY		167.72
	CAMPOS APPRAISALS, INC.		3,200.00
	CANTEEN REFRESHMENT SERVICES		1,624.00
	CASCADE PEST CONTROL		1,138.80
	CEMEX		1,117.22

VI. A. Approve Check Nos. 30072-30132 in the Amount of \$1,5...

CENTER FOR HUMAN SERVICES	6,250.00
CHARLENE COLLINS FREEMAN	50.00
CHICAGO TITLE	10,000.00
CITY OF BELLEVUE	50,205.20
CITY OF KENMORE	988,899.41
CITY OF KENMORE FS	2,089.35
CITY OF LAKE FOREST PARK	284,921.67
CITY OF SHORELINE	974.15
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	2,564.64
CODE PUBLISHING COMPANY	350.00
COLUMBIA BANK	9,863.82
COLUMBIA RIDGE LANDFILL	2,096.74
COMCAST	1,346.58
COMPUCOM	1,164.14
CONSOLIDATED PRESS	3,814.84
CONTOUR FENCE CO. INC.	2,318.12
CPS CONSTRUCTION LLC	4,000.00
CROWN PRODUCTS LLC	811.32
CULLEY, AMBERLY	4,000.00
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	67.76
DAILY JOURNAL OF COMMERCE	1,608.40
DAY WIRELESS SYSTEMS	229.32
DEPARTMENT OF ECOLOGY	5,790.74
DEPARTMENT OF LABOR AND INDUSTRIES	9,026.34
DEPARTMENT OF RETIREMENT SYSTEMS	112,053.51
DEVELOPMENTAL RESOURCES, INC.	350.00
DIGITAL REPROGRAPHICS SERVICES INC.	192.05
DRS 457	7,875.00
DURRANT, JEFF	167.75
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
EVERGREEN PRINT SOLUTIONS	741.14
EVERGREEN SAFETY COUNCIL	199.00
FASTSIGNS	105.12
FERGUSON ENTERPRISES INC #1539	2,125.51
FIRE PROTECTION, INC	5,278.18
FIRST AMERICAN TITLE	2,704.15
FRAUSE	7,218.75
FRONTIER	3,911.61
FRUHLING SAND & TOPSOIL	831.45
GEOENGINEERS INC	8,017.75
GLOCK PROFESSIONAL, INC	390.00
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	14,732.31
GOVERNMENT FINANCE OFFICERS ASSOC	190.00

GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAINGER	103.00
GRAY & OSBORNE, INC	5,053.30
GREATER BOTHELL CHAMBER OF COMMERCE	175.00
GREGORY, JOANNE	358.11
HARRIS COMPUTER SYSTEMS	7,105.83
HARRIS, LESLIE	2,759.60
HDR	185,104.81
HERBIG, NIGEL	149.79
HERO HOUSE	350.00
HESTON VISUAL ARTS	700.80
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	1,500.00
HOME DEPOT CREDIT SERVICES	205.24
HOPELINK	11,437.50
HOUGH BECK & BAIRD INC	8,321.25
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	26,035.29
INDEPENDENT STATIONERS	679.97
INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
INNOVAC	12,686.18
INSLEE, BEST, DOEZIE & RYDER, P.S.	68,712.05
INTEGRA TELECOM	3,940.94
IWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	64,921.99
JET CITY PRINTING	505.89
JOHN E. REID & ASSOCIATES	420.00
JOYCE ZIKER PARKINSON	14,657.50
KARLINSEY, ROB	612.50
KCDA PURCHASING COOP	95,358.31
KENMORE COMMERCIAL LLC	13,124.00
KENMORE ELEMENTARY PTA	4,000.00
KING COUNTY ANIMAL SVCS	1,820.00
KING COUNTY FINANCE	252,340.93
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	13,967.70
KING COUNTY TREASURY	33,246.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	839.73
KUSTOM SIGNALS, INC.	9,260.26
LANGUAGE LINE SERVICES, INC.	182.22
LIGHTHOUSE CONSULTING INC	18,298.60
MACDONALD MILLER FACILITY SOLUTIONS	896.02
MAIL FINANCE	1,504.56
MARINE FLOATS CORPORATION	68,748.76

MILLER STEPHENS, MARY	5,000.00
MINZGHOR, NICHOLAS	343.75
MR. T'S TROPHIES	322.86
MULVIHILL, MARJORIE	250.00
NATIONAL LIFE OF VERMONT	1,174.45
NATIONWIDE FINANCIAL 401a	89,796.37
NATIONWIDE RETIREMENT SOLUTIONS 457	2,425.00
NEW PIG	3,440.64
NORTH COAST ELECTRIC	1,154.78
NORTHSHORE FIRE DEPT	1,520.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11
NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	10,450.00
NORTHSHORE UTILITY DIST	176,309.99
NORTHSHORE YOUTH & FAMILY SERVICES	6,250.00
NORTHWEST LANDSCAPE SERVICES	5,999.05
NORTHWEST VENTURES, LLC	9,500.00
OFFICE DEPOT	3,277.23
OLYMPIC ENVIRONMENTAL RESOURCES INC	5,995.89
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00
OSBORN CONSULTING INC.	81,473.53
OUSLEY, NANCY	571.18
OVERLEESE, KRISTEN	103.86
PACIFIC TOPSOILS	4,393.16
PART WORKS INC	810.73
PASSPORT TRAVEL AND TOURS	540.00
PAWS	2,475.00
PENDLETON, MICHAEL	3,253.14
PEOPLES STORAGE	920.00
PERTEET INC.	97,041.06
PETTY CASH CUSTODIAN	435.07
PHAM, NY THI	500.00
PHSI PURE WATER FINANCE	805.02
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	68,752.25
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	224.26
QUALITY BUSINESS SYSTEMS	2,030.24
RAZZ CONSTRUCTION	23,077.53
REPUBLIC SERVICES	3,401.02
ROAD CONSTRUCTION NW, INC.	206,153.81
ROD STEVENS	950.00
ROGERS, GLENN	64.96
RONGERUDE, JOHN	300.00
SAMYN, DR. JEFFREY	250.00
SARAH ROBERTS	41,208.00
SCHUMACHER, JAMIE	2,710.25
SCHWARZWALTER, MARK	180.00

SEATTLE TIMES	6,045.96
SEES TREES AND EXCAVATION INC	700.80
SESAC	343.00
SHARAM FAMILY	3,484.30
SHELTON, CINDY	34.72
SHRED-IT	259.88
SMITH, BRENT	68.32
SNOHOMISH COUNTY	3,764.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	9,761.31
SNOHOMISH COUNTY TREASURER/ SHERIFF	44,513.99
SOUND CITIES ASSOC	11,850.97
SOUND LAW CENTER	3,573.50
SOUND PUBLISHING, INC.	2,347.57
SPERRY, LAURIE	63.84
ST OF WA DEPT OF FISH & WILDLIFE	22,620.50
STATE OF FLORIDA DISBURSEMENT UNIT	2,475.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	11,000.00
SUSSMAN/PREJZA & CO, INC	1,450.75
TELESYSTEMS WEST	1,042.99
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TITAN OUTDOOR, LLC	1,505.95
TOPIA TECHNOLOGY/ BIS	1,000.00
TOTAL LANDSCAPE CORP	25,932.85
TOWNE CENTRE HARDWARE	879.54
TRAILER BOSS	2,933.81
TRANE U.S. INC.	6,156.62
TRINITY CONTRACTORS, INC.	141,225.28
UNITED RENTALS NW, INC	1,232.03
UNITED STATES POSTMASTER	1,665.71
UNITED WAY OF KING COUNTY	2,052.00
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	486.33
VAN NESS, ALLAN	695.80
VERIZON WIRELESS	4,686.89
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	186,543.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	500.00
WA STATE CONSOLIDATED TECH SVCS	700.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	3,345.35
WA WILDLIFE & RECREATION COALITION	125.00

WAGE WORKS	200.00
WALL, JOHN	1,792.84
WANG, YU SHENG & HUI KUAN	8,850.00
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF REVENUE	1.56
WASHINGTON TOURISM ALLIANCE	500.00
WEISBAND, BARRY	12,258.74
WELLS FARGO FINANCIAL	5,709.84
WESTERBECK ARCHITECTURE LLC	704.47
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WONDERLAND DEVELOPMENT	4,500.00
ZONAR SYSTEMS	525.33
ZUMAR	1,736.09
	<u>4,560,345.46</u>



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

Subject/Topic: Policy Discussion Regarding Video Recording of Council Meetings	For Council Meeting Agenda of: June 23, 2014 Department: City Manager's Office Prepared by: Brett Lee, Management Intern <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <u>-N/A-</u> Approved by Finance Director: <u>[Signature] 6/13/14</u> Approved by City Manager: <u>[Signature] 6/13/14</u>						
Proposed Council Action/Motion: Review and discuss attached staff report	Exhibits/Attachments: Exhibit A: Staff Report Exhibit B: Slide Presentation						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Expenditure Required \$</td> <td style="width: 33%;">Amount Budgeted \$</td> <td style="width: 33%;">Appropriation Required \$</td> </tr> <tr> <td colspan="3">See staff report</td> </tr> </table>		Expenditure Required \$	Amount Budgeted \$	Appropriation Required \$	See staff report		
Expenditure Required \$	Amount Budgeted \$	Appropriation Required \$					
See staff report							
<u>INFORMATION/BACKGROUND:</u> At the January 2014 City Council Retreat, Council directed staff to research available options the City has in providing live video coverage of Council meetings along with associated costs and impacts on staff time and resources.							
<u>FISCAL CONSIDERATION:</u> See staff report							
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Kenmore Vision Statement: In 2020, we see Kenmore as a community with ... An informed citizenry working with an open responsive government that seeks out and integrates public input. Kenmore Mission Statement: With integrity as its cornerstone, Kenmore is a city that will meet its obligations by providing... Forum for citizen participation and involvement and fair and friendly services responsive to the diverse needs of the people.							

Exhibit A: Staff Report

Policy Discussion Regarding Video Recording of Council Meetings

City of Kenmore, Washington
City Council Meeting
June 23, 2014

Brett Lee, Management Intern



City Of Kenmore, Washington

Memorandum

Date: June 12, 2014
To: Rob Karlinsey, City Manager
From: Brett Lee, Management Intern
Subject: Staff Report: Policy Discussion Regarding Video Recording of Council Meetings

Executive Summary

After thoroughly reviewing the City's current audio system, I researched all realistic options the City has to expand access to council meetings. The City's options include:

- Maintain the current system of archiving and time stamping audio files
- Live stream audio only
 - For free using YouTube (low quality)
 - Professionally using an AV Capture All upgrade (high quality)
- Live stream a webcam through YouTube/Google Hangouts
- Install a professional camera system for online video recording and streaming
- Install a professional camera system and create a government access channel

Upgrading the City's system can incur upfront costs and a higher annual fee required to maintain files and live stream events. These costs are included in the report.

The City may choose to not allocate any funds towards upgrading its system. Considering the costs of an upgrade, this may be the City's best option if expanded access is not valued as highly in the context of other priorities (safety, parks, additional city staff, etc.). If the City Council chooses to pursue one of the upgrade options, the City Manager recommends that it be included in the Priority Based Budgeting and 2015-2016 Biennial Budget discussions.

I recommend one of three options:

- Maintain the current system. Free services are inferior and cities report only 1-2 users of live video streams on average. Additionally, live audio streams attract fewer users than live video streams. The City's system has recently been upgraded with sophisticated time stamping.
- Upgrade the City's AV Capture All contract to incorporate professional live audio streaming. An upgrade costs \$4,309 annually, an additional \$2,160 a year. Upgrading to live streaming allows the City to stream professional audio or video at the same cost.
- Install a 3-camera HD system for \$14,449 and upgrade the City's current AV Capture All contract from \$2,149 to \$4,309, enabling live video streaming. The camera system is automated, meaning no camera crew or additional staff is needed.

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

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

Introduction

Numerous cities throughout King County video record city council meetings to provide city staff, citizens, and interested third parties additional access to these meetings. This access can be attained through live viewing and on-demand systems where previous meetings are archived and viewed online.

In this staff report, I will (a) explore the policy implications of Kenmore adopting such a system and (b) provide logistical information, projected impact on staff time, and costs associated with five options the City can consider.

Policy Implications

Washington State law does not require a city to go beyond services Kenmore already provides, which includes audio recording, archiving, and electronically time stamping city council meetings with agenda items.

Historically, cities install video recording systems because they value the perceived benefits more than installation costs and increased annual fees. Examples of perceived benefits include:

- To provide as much access as possible to citizens, staff, and interested third parties to both experience city council meetings live and use previous meetings as a resource
- To build toward a goal to improve transparency through technology
- To utilize a free government access channel as part of its franchise agreement
- To better accommodate future high-volume issues

Before upgrading, the City must decide if it values perceived benefits more than other priorities.

Concerns for Expanding Access in Kenmore

City staff is responsible for providing logistically smooth high-quality council meetings utilizing the room's existing technology. Staff, though, is stretched thin and is often required to manage multiple aspects of the meeting simultaneously. Adding an additional element to council meetings may prove challenging for staff at especially busy meetings. All recommended options are automated, but add another level of management that staff is not accustomed to.

The City would also need to decide exactly which of its meetings would be recorded and broadcasted live as some Council meetings are not held in the council chambers. If the City decides to expand access, the Council might consider creating a policy where only meetings held in the council chambers are recorded and broadcast/streamed live.

Number of Projected Users

Video recording city council meetings in theory expands public access to city business. It does not, though, guarantee a certain number or percentage of citizens will utilize this expanded access. Below are the online viewing numbers for three cities with professionally installed, multi-camera systems.

Lakewood, Washington (population of 55,852): For one year, Lakewood posted 25 city council meetings. The average for the 25 meetings was 23.6 accumulated viewers (0.04 percent of the population). However, Lakewood's most visited meeting had 318 accumulated viewers. Lakewood has a government access cable channel that broadcasts live council meetings as well. This cable channel may shrink its internet streaming numbers.

Renton, Washington (population of 95,448): Renton posted 38 city council meetings to YouTube in the last calendar year and averaged 50.32 accumulated views per video (0.05 percent of the population). Several meetings in the past three months have generated considerable interest with views ranging from 100-250. These numbers only reflect accumulated views from YouTube and not from live streaming. The IT director from Renton explained to me that the City only averages 2-3 live streaming views per meeting, with a maximum ever of only 5. Renton has a government access cable channel that broadcasts live council meetings as well. This cable channel may shrink its online streaming numbers.

Chehalis, Washington (population of 7,298): Chehalis does not have a government access channel and relies solely on its automated video and online streaming system installed by AV Capture All. Chehalis's average in-person attendance of city council meetings is 1-2 people. The average number of viewers using live streaming is also 1-2 people. For Chehalis's 10 posted meetings in 2014, each archived meeting on average has averaged 29 accumulated views (0.4 percent of the population). The City Clerk for Chehalis explained that their city loves its system and that it's easy to use.

Predicting Kenmore's viewing numbers is difficult, as the City does not have a government access channel, like Chehalis, but is three times its size. It is impractical to expect an average accumulated audience size three times that of Chehalis, 90 people. It is fair, though, to assume that numbers will be lower for most meetings but will spike when high-interest issues occur and that most users of such systems don't take advantage of live streaming.

What nearby Local Cities are Doing

Below is a summary of the research I conducted on the audio visual systems of 24 nearby cities. The full list of cities, populations, and system types are included in the appendix. All cities are within close proximity to Kenmore.

- Twelve of the 24 cities video record city council meetings while only one city under 30,000 people, Woodinville, does so. Woodinville has a population of 11,234 people but is somewhat of an anomaly, as its tax base is relatively large, compared to Kenmore and other cities in its population range.
- Des Moines, with a population of 30,449, is the next largest city to record council meetings broadcasting exclusively through a government access channel. Every other city larger than 30,000, besides Issaquah and Sammamish, video records council meetings.
- All of the cities that video record council meetings have professionally installed systems with multiple cameras.

Audio Visual System Options

The City already has a state-of-the-art audio system installed in the council chamber and existing conduit for one wall camera and four ceiling cameras. The current audio system utilizes a combined sound/video switchboard, as opposed to a sound-only switchboard, and is designed to easily accommodate a video upgrade. According to our AV Capture All representative, who installed and maintains our current system, 70 percent of the up-front cost of installing a professional video recording system has already been installed.

Five options to consider include:

1. Maintain the current system of professionally archiving and time stamping audio files

2. Live stream audio only
 - a. Free using YouTube (low quality)
 - b. Through AV Capture All live streaming upgrade (high quality)
3. Live stream a webcam through YouTube/Google Hangouts
4. Install 1, 2, or 3 cameras to live stream meetings and archive online (archive only is also available)
5. Install 3 cameras, create a government access channel, stream and archive online

Each option presents unique implications and costs and must be considered individually from each other.

1. **Maintain the Current System of Archiving and Time Stamping Audio Files**

Annual estimate: \$2,149 (current fee)

How it Works

The city's current system has only been utilized since the beginning of this year and involves audio recording meetings then archiving and time stamping them online through a company named AV Capture All. Citizens can link to topics in the audio recording from the agenda. Our current contract does not allow live audio streaming.

Impact on Staff Time

No change in impact on staff time.

Cost Estimate

AV Capture All charges the City \$2,149 annually.

2. **Live Stream Audio Only**

Annual estimate: \$2,149 - \$4,309 (current archive only fee versus live streaming)

How it Works

The City has two options to live stream audio only:

- a. **Free YouTube:** The City could use YouTube/Google Hangouts for an amateur-level free audio stream. The streamed audio file is saved as a public YouTube video. Free options are always more limited in their capacity and professionalism. Quality is lower and less reliable. This does not replace what the City currently does to archive high-quality audio recordings. This simply adds another service for Citizens.
- b. **Professional AV Capture All Upgrade:** For high-quality audio, the City could upgrade its annual contract with AV Capture All, resulting in clear, unlimited, and professional-level access for participants. The existing room audio signal is used and no new hardware is needed. All this involves is upgrading the City's current contract.

Impact on Staff Time

For both options, the City Clerk would be required to add an additional 5-10 minutes before her regular responsibilities and 5-10 minutes after her regular responsibilities to manage the live stream. This does not replace time-stamping the archived audio file as has been done before.

Cost Estimate

An AV Capture All upgrade enabling live streaming would cost the City \$4,309 annually (a \$2,160 increase). YouTube is of low quality but free.

3. Live Stream a Webcam through YouTube/Google Hangouts

Annual Estimate: \$2,149 (no additional cost)

Up Front Estimate: \$75 - \$100 (for one web camera)

How it Works

This is the most rudimentary and simple way to video record council meetings for live streaming and archiving purposes. In order to record the city council dais, staff presentation table, and podium with one camera angle, most faces will likely be unrecognizable and the online audience will be unable to know who is speaking.

YouTube/Google Hangouts are the City's only free option to live stream meetings. This method is choppy and limited in its capacity. It's essentially a video chat that is streamed publicly, meaning it has the same drawbacks of Skype or Face Time. Video and audio quality is poor. Live streamed meetings are automatically saved as a posted YouTube video. This allows a third party to archive the City's videos for free, preserving our server space.

If one camera is used, the existing room audio signal could be used which increases audio quality. One camera, though, will never record all that is happening in the room. The only city I've found that uses YouTube/Google Hangouts relies on multiple laptops throughout the room. Each laptop is manually maintained and uses its own microphone. The quality is very poor. The City cannot rely on previously conducted expected viewer research to anticipate potential viewers of this type of system. Video and audio quality is much lower and may not attract as many viewers as possible through a professional system. A Skype-level system in the council chambers with a webcam connected to the city clerk laptop also may not be aesthetically ideal.

Impact on Staff Time

Managing a non-professional webcam with free, inferior software would greatly impact staff time. Staff would have a detailed setup and takedown before every meeting and would need to manage webcams during the meeting, distracting from current responsibilities. This would not replace what the city clerk currently does to time stamp professional archived audio files.

Cost Estimate

A high-definition webcam costs \$76.45 (Logitech HD Pro Webcam C920, 1080p Widescreen). Since the City would not need to pay a higher annual fee for archived web streaming, the only additional cost associated with Option #3 is the webcam.

4. Install 1, 2, or 3 Cameras to Video Record Meetings and Archive Online

Annual Estimate: \$2,149 - \$4,309 (current archive only fee versus live streaming)

Up Front Estimate: \$3,594 - \$14,449 (one camera up to three cameras)

How it Works

This option involves installing a professional system utilizing the existing hardware in the city council room to video record meetings.

One, two, or three cameras can be installed, depending on the City's needs and budget. If two or more cameras are installed, an automated system is used which intelligently chooses which camera to broadcast based on microphone use. No camera crew is used at all. Through two or three cameras, 8-12 preset angles can be filmed (entire city council, left third city council, middle third city council, right third city council, city manager and city attorney, city clerk, presenter table, podium, etc.). The system integrates the presentation image from the projector when the main screen is lowered meaning the online audience will see the direct line instead of the camera filming the projector, which can be overridden or not included depending on City preference.

AV Capture All offers a video streaming software application that allows the city clerk to manage the video streaming from her existing laptop. The video recording is automated, although the employee has the ability to override which camera to use. The automated system is described as a set-and-go system, meaning that in a typical council meeting, the employee turns on the system and lets it go while performing her regular work.

Impact on Staff Time

The city clerk currently uses AV Capture All software to audio record meetings. The software upgrade that accompanies video adds one window on the laptop screen where the clerk can view what is being streamed and override the automated system if necessary. In speaking with the city clerk of Chehalis who uses such a system, she explained that it does not significantly increase her workload (5-10 minutes before meeting and 5-10 minutes after the meeting). Chehalis is very pleased with its system and its low impact on staff time and resources.

Cost Estimate - Install

Below are quotes for one, two, and three camera installations from AV Capture All. All quotes come with necessary software and training.

- One set high-definition (HD) camera – \$3,594
- One pan-tilt-zoom HD camera - \$6,541
- Two pan-tilt-zoom HD cameras - \$13,618
- One set HD camera and two pan-tilt-zoom HD cameras (recommended) - \$14,449

Cost Estimate – Database Management

The City has two options in managing the recording and archiving of council meetings.

- AV Capture All, Live Streaming- \$4,309 annual (\$2,160 increase)
 - This includes professional live streaming and sophisticated time stamping software. The public can automatically access the most recent 500 hours of content. City staff can automatically access the most recent 1,500 hours of content. Content beyond that is available upon request.
- AV Capture All, Archived Viewing - \$2,149 annual (no increase)
 - If the City is interested in video recording council meetings, but not in live streaming, our current contract with AV Capture All allows us to do so with no additional cost. The City would only be responsible to pay for camera installation fees. The public can automatically access the most recent 100 hours of content. City staff can automatically access the most recent 300 hours of content. Content beyond that is available upon request. The City also can store files internally on its own servers.

5. Install Multiple Cameras, Create a Government Access Channel, Stream/Archive online

Annual Estimate: Variable, Approximately \$46,690

Up-Front Estimate: Variable, Approximately \$15,000 – \$60,000

How it Works

This is the most in-depth, expensive, resource consuming option available. Option #5 involves creating a City of Kenmore local cable access channel to broadcast city council meetings. Our current Comcast franchise agreement stipulates that Comcast must provide us a government access channel. This is financed in part through built-in Public, Educational, and Government (PEG) fees each cable subscriber in Kenmore must pay. The default amount in our franchise agreement is \$.25 a month per user, although that amount can be raised at any time by the city. Verizon/Frontier offers a similar arrangement although it requires 4 hours of planned program scheduling per day not including repeat programming.

It is very time consuming and expensive to organize and run a government access channel. It is not recommended a city rely exclusively on city council meetings for cable channel content. In order to do that, film crews are typically required to be contracted to film additional events.

Impact on Staff Time

This is a significant increase in staff time and resources. Exact numbers could range dramatically given the amount of content provided. Staff would be expected play the role of producer in managing content. Content could include council meetings, parades, city council election debates, etc. Most cities have this as a major part of one or more employee's job responsibilities. High-quality channels have 3-4 full-time employees managing such a system. Other cities hire 3-4 contract employees to manage a system.

Cost estimate

The costs associated with a government access channel can range significantly based on the amount of content provided. PEG revenues help finance the channel, but substantial additional costs exist in producing regular material. Bothell's spends \$46,690 on an annual basis to record and manage city council meetings and other events for its government access channel.

Summary and Recommendations

Summary

Below is a summary of the main points contained in this staff report.

- The City is not required to video record council meetings, but may choose to do so if it values the expanded access it brings in the context of other City priorities.
- Research varies greatly concerning the expected viewers the City could expect from installing a professional system. Renton, WA (95,448 population) attracts only 2-5 live online viewers but averages 50 online accumulated viewers once videos are archived. The City also has a public access channel. Chehalis, WA (7,298 population) does not have a public access channel and attracts 2-3 live viewers per event and averages 29 accumulated online viewers once videos are archived. All cities researched showed significant spikes of 100-300 viewers for meetings discussing topics of considerable public interest.
- About one-half of nearby cities video record council meetings. Most cities that are roughly the same size as Kenmore generally do not.
- Experimenting with a simple webcam is low cost (approximately \$100) but extremely limited. Research indicated no nearby cities use a simple webcam approach to video record

council meetings. Installing a professional system costs \$3,594 - \$14,449. The City's current contract with AV Capture All allows it to record and archive videos at no additional annual cost. AV Capture All's fee enabling live streaming is \$4,309 annually (\$2,160 increase).

Recommendations

Below are three recommendations:

Recommendation A: Option 1 - No Change, Archive and Time Stamp Audio Files

Cost Estimate: No increase

Of twenty-four nearby cities ranging in population from 6,251 to 634,535, twelve video record their city council meetings. Of the eleven nearby cities under 30,000 people, only one (Woodinville) video records council meetings. Given these numbers, it appears that smaller communities like Kenmore generally do not expect video recorded council meetings. Considering live audio or video through YouTube, free software and cheap hardware are drastically inferior and may reflect poorly on the City and are not recommended. Nearby cities report only 1-2 live video participants on average for a typical council meeting streamed professionally. Live audio numbers, compared to live video numbers, are always lower. The upgrade to live professional streaming costs an additional \$2,160 a year. If 36 council meetings a year is assumed, then the City would be paying an additional \$60 per meeting for live access for 1-2 users per meeting on average.

Recommendation B: Option 2 - Live Stream High-Quality Audio Only through AV Capture All

Annual Estimate: \$4,309 (\$2,160 increase in AV Capture All contract)

Up Front Estimate: No upfront costs

This option provides live professional access to citizens with no upfront costs. The live streaming update from AV Capture All allows the City to professionally stream live audio or video. Free options are not recommended as they are unreliable and of low quality.

Recommendation C: Option 3 – Install 3 HD cameras to live stream meetings and archive online

Annual Estimate: \$4,309 (\$2,160 increase in AV Capture All contract)

Up Front Estimate: \$14,449

If the City desires a professional video recording system, I recommend upgrading the City's contract with AV Capture All to enable live streaming and using its installation services to install three HD Cameras and an automated set-and-go system. This is the cheapest means to providing professional-level live streamed and archived council meetings. The annual fees for Recommendations B and C are the same, meaning the upfront installation fee of \$14,449 would be the only thing holding the City back from providing live and archived audio versus live and archived video.

APPENDIX

- Cost Summaries
- Summary of Video Recording Capabilities of 24 Nearby Cities
- Links to Examples of Different Video Recording Options

Option Cost Summary

Option 1 – Maintain Current System of Archiving & Time Stamping Audio			
Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$2,149	Archive only; current annual fee

Option 2 – Live Stream Audio Only			
Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$4,309	Professional level; \$2,160 increase
YouTube	-	\$2,149	Free/Amateur level; current fee

Option 3 – Live Stream Video through YouTube/Google Hangouts			
Provider	1 Camera	Annual Fee	Notes
YouTube	\$75-100	\$2,149	Poor video quality; current fee

Option 4 – Install Cameras & Record Meetings Online			
Provider	Archive Only	Live Stream	Notes
AV Capture All	\$2,149	\$4,309	\$2,160 increase for live stream
Installation	1 Camera	2 Camera	3 Camera
AV Capture All	\$3,594	\$13,618	\$14,449

Option 5 – Install Cameras & Create Government Access Channel			
Provider	Install Fee	Annual Fee	Notes
Contract	\$60,000	\$46,690	Approximate Estimates

Recommended Options Cost Summary

Recommendation A: Option 1 – No Change, Archive & Time Stamp Audio			
Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$2,149	Archive only; current annual fee

Recommendation B: Option 2 - Professionally Live Stream Audio			
Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$4,309	Professional quality; \$2,160 increase

Recommendation C: Option 4 - Install 3 HD Cameras & Live Stream			
Provider	Install Fee	Annual Fee	Notes
AV Capture All	\$14,449	\$4,309	\$2,160 Annual Increase

Video Recording Capabilities of 24 Nearby Cities including Kenmore

City	Population	Live Stream	Cable
Brier	6,251	No	No
Woodinville	11,234	Yes	Yes
Lake Forest Park	12,972	No	No
Covington	18,298	No	No
Mill Creek	18,671	No	No
Mountlake Terrace	20,198	No	No
Mukilteo	20,605	No	No
Kenmore	21,280	No	No
Bainbridge Island	23,263	No	No
Maple Valley	24,171	No	No
Lake Stevens	29,104	No	No
Des Moines	30,449	No	Yes
Issaquah	32,633	No	No
Bothell	34,651	No	Yes
Lynwood	36,275	Yes	Yes
Edmonds	40,400	No	Yes
Sammamish	49,069	No	No
Burien	49,410	Yes	Yes
Kirkland	50,697	Yes	Yes
Shoreline	54,352	Yes	Yes
Redmond	56,561	Yes	Yes
Renton	95,448	Yes	Yes
Bellevue	126,439	Yes	Yes
Seattle	634,535	Yes	Yes

Links to Examples of Audio Visual Systems Online

Google Hangouts – Provo, UT Municipal Council Work Meeting

https://www.youtube.com/watch?v=vQIye_un2ZE

Professional System with Two Cameras – Chehalis, WA City Council Meeting

<http://www.avcaptureall.com/Sessions/City-Of-Chehalis/Legislative/Chehalis-City-Council-Meeting.aspx?session=4b829ce9-ecfe-4dcb-81c8-f31abf50755f&start=22619680000>

Professional System with Three Cameras – Centralia, WA City Council Meeting

<http://www.avcaptureall.com/Sessions/City-Of-Centralia-WA/Legislative/City-Council-Meeting.aspx?session=5474b96d-8d12-4488-8f88-7a63609886d7&start=0>

Exhibit B: Slide Presentation

Policy Discussion Regarding Video Recording of Council Meetings

**City of Kenmore, Washington
City Council Meeting
June 23, 2014**

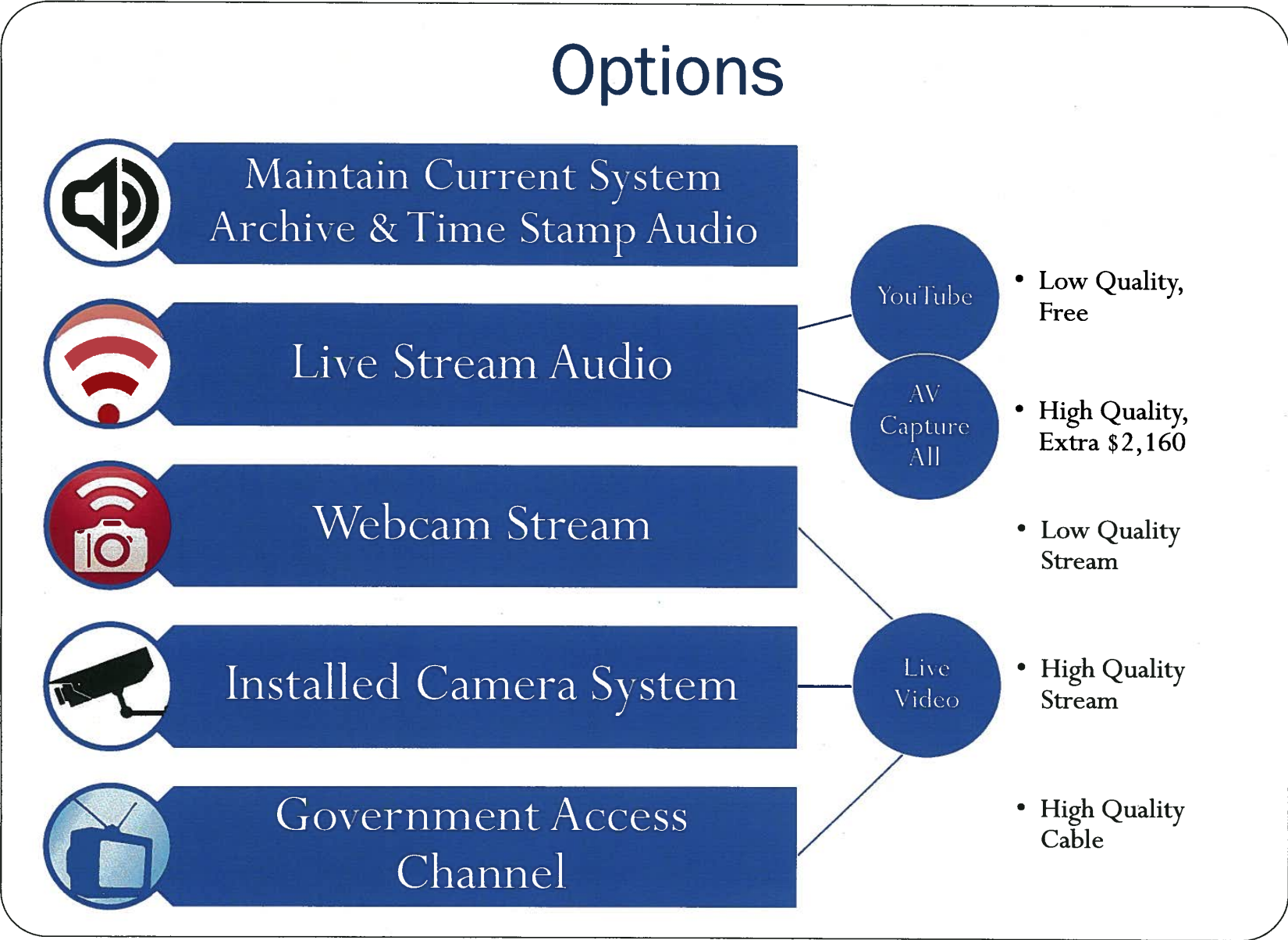
Brett Lee, Management Intern

Policy Discussion Regarding Video Recording of Council Meetings

City of Kenmore
City Council Meeting
June 23, 2014

Nearby Cities

City	Population	Live Stream	Cable
Brier	6,251	No	No
Woodinville	11,234	Yes	Yes
Lake Forest Park	12,972	No	No
Covington	18,298	No	No
Mill Creek	18,671	No	No
Mountlake Terrace	20,198	No	No
Mukilteo	20,605	No	No
Kenmore	21,280	No	No
Bainbridge Island	23,263	No	No
Maple Valley	24,171	No	No
Lake Stevens	29,104	No	No
Des Moines	30,449	No	Yes
Issaquah	32,633	No	No
Bothell	34,651	No	Yes
Lynwood	36,275	Yes	Yes
Edmonds	40,400	No	Yes
Sammamish	49,069	No	No
Burien	49,410	Yes	Yes
Kirkland	50,697	Yes	Yes
Shoreline	54,352	Yes	Yes
Redmond	56,561	Yes	Yes
Renton	95,448	Yes	Yes
Bellevue	126,439	Yes	Yes
Seattle	634,535	Yes	Yes



Option Prices



Option 1 – Current System: Archive & Time Stamp Audio Files

Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$2,149	Archive only; current annual fee



Option 2 – Live Stream Audio Only

Provider	Install Fee	Annual Fee	Notes
AV Capture All	-	\$4,309	Professional level; \$2,160 increase
YouTube	-	\$2,149	Free/Amateur level; current fee



Option 3 – Live Stream through YouTube/Google Hangouts

Provider	1 Camera	Annual Fee	Notes
YouTube	\$75-100	\$2,149	Poor video quality; current fee



Option 4 – Install Cameras & Record Meetings Online

Provider	Archive Only	Live Stream	Notes
AV Capture All	\$2,149	\$4,309	\$2,160 increase for live stream
Installation	1 Camera	2 Cameras	3 Cameras
AV Capture All	\$3,594	\$13,618	\$14,449



Option 5 – Install Cameras & Create Government Access Channel

Provider	Install Fee	Annual Fee	Notes
Contract	\$60,000	\$46,690	Approximate Estimates

Recommendation Options

Option 1

OR

Option 2

OR

Option 4

- Professional quality archived audio
- Time Stamping Ability matching agenda topics
- Upgraded at the beginning of this calendar year

No Change:
Archive Audio



- Professional quality live audio
- Annual fee of \$4,309 (\$2,160 increase)
- No installation fee or major changes to staff time

AV Capture
All Live Audio
Stream



- Professional quality audio and video
- Annual fee of \$4,309 (\$2,160 increase)
- \$14,449 install fee AV Capture All

Installed 3-
Camera
System





City Of Kenmore, Washington

Memorandum

Date: June 13, 2014

To: Mayor & City Council

From: Rob Karlinsey, City Manager

Re: Waterfront Park Property Purchase Update

At the May 12, 2014 City Council meeting, the City Council authorized a purchase and sale agreement (see attached) for the City to acquire a waterfront property located at 7353 NE 175th Street here in Kenmore. This 0.65 acre property is on the Sammamish River where it intersects with Swamp Creek. The property is also adjacent to Squires Landing Park. We have inspected the property and its structures, reviewed title, and have had the property surveyed. We have completed the due diligence process in the agreement and have notified the seller that we have waived contingencies and are ready to proceed to closing which is scheduled for June 30, 2014.

The property is being purchased with Park Impact Fee revenue, which can only be used for park improvements and park property acquisitions. The property is intended for public use and enjoyment.

Connecting the citizens with the water is a priority of the City Council and the community. We hear from citizens frequently about the abundant waterfront in our City but that we have very few and limited ways for the public to access and touch the water. This waterfront property, with its existing dock, will provide another opportunity for Kenmore residents to access our amazing waterfront resource.

On a parallel track, we have produced and sent out a Request for Proposals (RFP) for hand powered watercraft programming services on this property. We advertized the RFP in the Seattle Times and in the Kenmore Reporter. Proposals are due on June 27. Proposals will likely include usage of the property's garage and/or manufactured home for boat storage or other uses in return for providing recreational programming services for the public from the property. In no way are we assuming that the selected organization will have exclusive use of the property. The public will still have unfettered access to the property. The selected organization will have a duty to provide waterfront recreational programming that is open to the public.

Part of the purchase and sale agreement requires the City to place a small memorial art piece in place of the piece that currently exists on the property. I am working with the same artist that produced the existing piece, and he should have a proposal for me to review in the near future.

Let me know if you have any further questions. Thank you.

18120 68th Ave NE

PO Box 82607

Kenmore, WA 98028

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cityhall@kenmorewa.gov

www.kenmorewa.gov



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>[Signature] 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
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

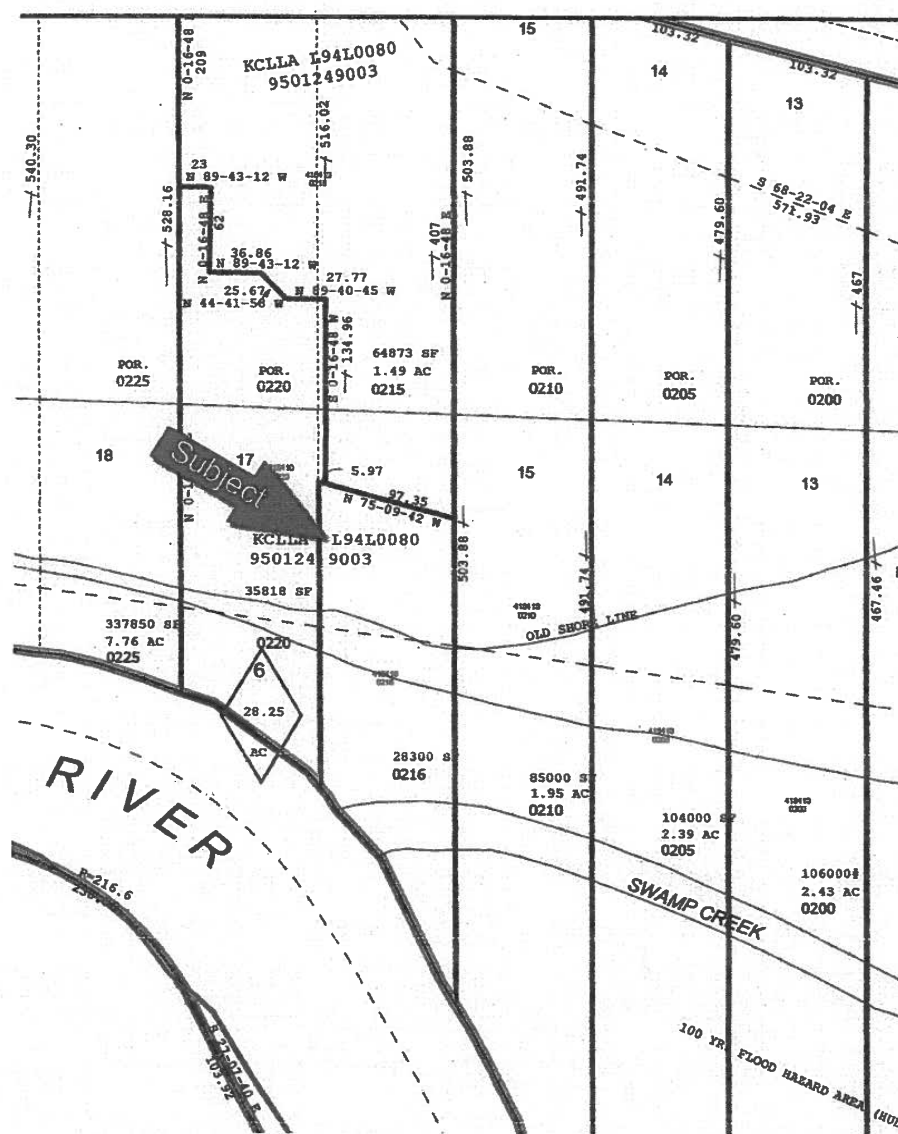
home, improving the dock to ADA standards, and installing a picnic shelter and permanent restroom.

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





**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

Memorandum

Date: June 13, 2014

To: Mayor & City Council

From: Rob Karlinsey, City Manager

Re: Update on Pedestrian and Bicycle Safety

A brief update on pedestrian and bicycle safety:

- The rectangular rapid flashing beacons (RRFBs) have arrived, and we will be working with King County to get them installed at arterial crosswalks with no mainline stop control over the next few weeks.
- The rechannelization and restripe of 61st Avenue NE is scheduled to take place on Sunday evening, June 15, starting around 7 pm, weather permitting. Notices have gone out. Our traffic engineer has modeled the volumes and queue lengths, and the reduction of vehicle travel lanes will begin several hundred feet north of NE 181st Avenue.
- We would like to provide a report on arterial speeds, Simonds Road rechannelization, lighting, and other pedestrian/bicycle safety items at a Council meeting in July.
- The pedestrian safety improvements on Juanita Drive at the 170th Street and Arrowhead Drive intersections are underway and should be complete in the next several weeks.
- The Ad Hoc Committee on Pedestrian and Bicycle Safety has met several times and is making good progress. The Committee will be running a town hall meeting on June 24 at 7 pm at City Hall, and the committee has also produced a brief survey for the community to complete.
- At your mid-year retreat earlier this month, we discussed funding options for long-term pedestrian and bicycle safety funding options. From that conversation, you directed us to begin working with a survey research firm to develop a scientific, random survey that would ask citizens about their willingness to pay for pedestrian/bicycle safety improvements and/or programs.
- We recently received a inquiry about the City adopting a policy on "Please Drive Safely" memorial signs. See attached photo. We obtained Kirkland's memorial sign policy which is also attached. If the City Council is interested in adopting a memorial sign policy, we can bring one forward at a City Council meeting in the near future.

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

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



City of Kirkland Public Works Roadway Policy R-21
Roadside Memorial Signs
Approved by City Council 4/2/2013

A. Purpose

1. The purpose of the Memorial Sign Program is to:
 - a. Provide families of persons fatally injured in crashes with to sponsor a memorial sign to be erected near the scene of the crash;
 - b. Ensure that memorial signs are located and installed in a safe and consistent manner; and
 - c. Increase the public's awareness of the need to drive safely.

B. Definitions

1. Deceased: Any person who was fatally injured in a vehicle crash.
2. Immediate family member: A spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, grandparent, step grandparent or lineal descendent of the deceased.
3. Single crash site: The site of all vehicle crashes that occur within 1,000 feet from each other, regardless of when they occur.
4. Sidewalk: Includes any structure or form of street improvement in the space between the street margin and the roadway, known as the sidewalk area. (KMC 19.20.010).
5. Representative: A person authorized by and acting in the interest of an immediate family member

C. Long-term memorial application procedure

1. An immediate family member or their representative may apply to sponsor a sign memorializing the deceased.
2. The applicant must complete and return a memorial sign application on forms furnished by the City. The documentation provided by applicant must establish that the deceased died as a result of a vehicle crash at a specific location in the City of Kirkland.
3. In the absence of the accident report, the applicant may produce other information or documents that are equally reliable. The City, in its sole discretion, shall determine whether other information or documents provided in lieu of an accident report are sufficiently reliable.
4. Sign applications will not be accepted for private streets.
5. A person may file an application under this policy to memorialize a fatality in a crash that occurred not more than two years prior to the application date.

D. City review of long-term memorial sign application

1. The City shall review all applications to ensure they are complete and accurate. The City may request more information from the applicant if the application is not complete or if the City needs additional information to process the application. The City shall deny any

City of Kirkland Public Works Department
Policy R-21 Roadside Memorial Signs
Page 2

application that does not meet the criteria set forth in this Policy or does not contain the information required in this Policy or in the application.

2. Within 45 days after the City receives a correctly completed application submitted pursuant to this policy, the City shall complete its review of the application and inspect the proposed site for the memorial sign and shall send a written decision to the applicant indicating why or why not the application is accepted and indicating the proposed location of the sign.

E. Location, placement, and ownership of long-term memorial signs

1. Once an application has been approved, the applicant must pay the fee set forth in the City of Kirkland Public Works fee schedule to cover the cost of administration, fabrication, installation, and maintenance of the memorial sign and any name plaque that may be requested.
2. The City will select, purchase, install, remove, and retain ownership of memorial signs.
3. 24" by 24" signs will be installed in accordance with applicable City policies and standards for signs. This includes posts, hardware, materials, vertical, longitudinal, and lateral positioning. 24" by 12" name plaques shall be installed directly below the sign.
4. Memorial signs shall be placed only in a City right-of-way, on the right side of the roadway, facing oncoming traffic. Signs will not be installed in the median of any City roadway.
5. Memorial signs shall be placed in close proximity to where the accident occurred at a location where the City determines it is safe and practical to do so.
6. Only one sign will be installed per intersection or per 1,000 feet of roadway for each direction of traffic. However, a memorial sign will not be placed in a location where the memorial sign obstructs the visibility of an existing traffic sign, or traffic signal or impairs sight distance below adopted City standards. Signs will not be placed on any bridge over I-405, or where these signs cause any concern or obstruction to any public appurtenance.
7. The City will not replace the sign should it be vandalized, damaged, or found missing; however, the applicant may apply for a new sign, including payment of the fee set forth in the City of Kirkland Public Works fee schedule. Any replacement signs will continue the five year period (section E8) that began timing with the original sign
8. Unless it is determined that public safety requires the sign to be removed, the City of Kirkland will allow the sign to remain in the right-of-way for five years after its placement, or until the City determines that the condition of the sign has deteriorated to a point where it is no longer serviceable, whichever occurs first. The City shall remove and retain ownership of the sign after removal. The City may properly dispose of the sign unless applicant has requested, in writing on the application, possession of the sign after its removal. The applicant shall be responsible for promptly obtaining the sign from the City after its removal. Any signs left unclaimed after 45 days will be disposed of. The request to take possession of the sign is incumbent on the applicant.

F. Wording on long-term memorial signs

1. One of the following six messages, related to the cause of the crash, is available for standard memorial sign installation. The City, in its discretion, shall determine whether the requested message is related to the cause of the crash:

City of Kirkland Public Works Department
Policy R-21 Roadside Memorial Signs
Page 3

- a. *Please don't drink and drive.*
- b. *Please drive safely.*
- c. *Seat belts save lives.*
- d. *Watch for pedestrians.*
- e. *Watch for bicyclists.*
- f. *Watch for motorcyclists.*

2. A secondary plaque displays the message *In Memory Of*, together with the victim's name (See Schematic below). No more than three name plaques may appear below a single memorial sign.

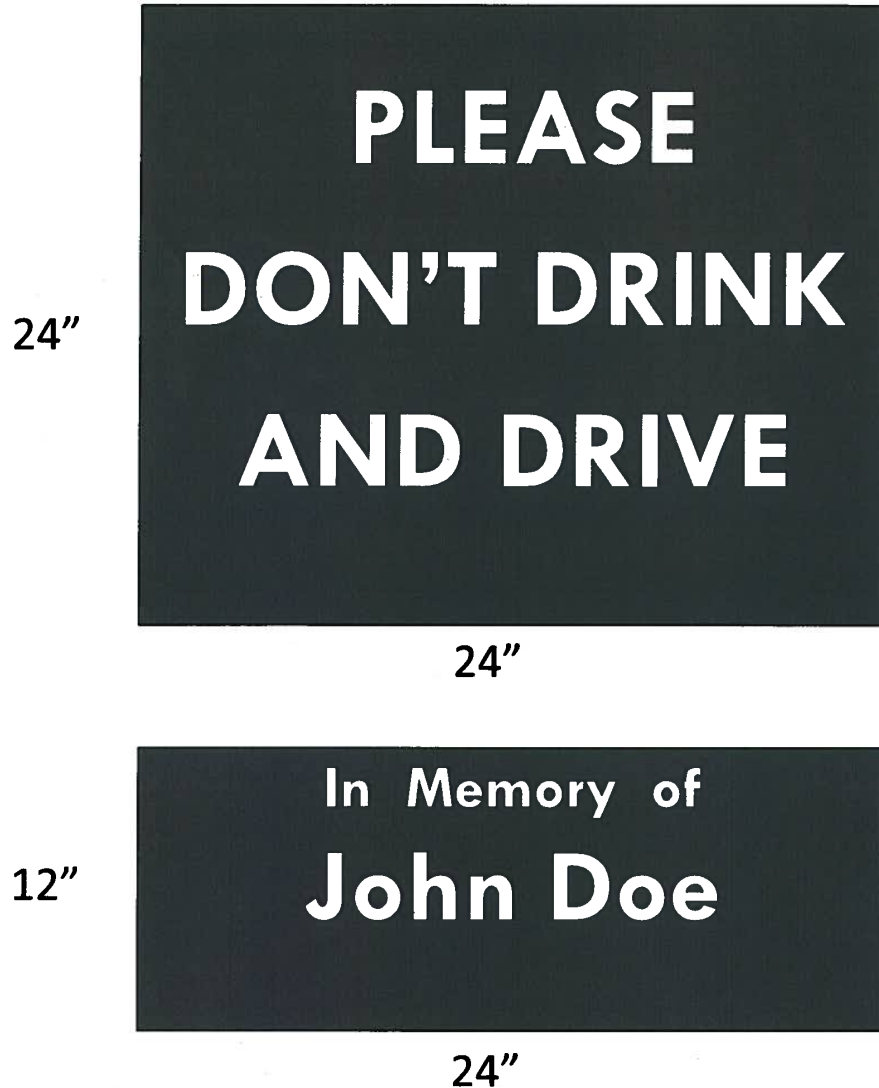
G. Multiple long term memorial sign applications

1. Only one sign will be installed per single crash site. Should a sign already exist, an additional name plaque may be added to an existing sign upon City approval. Multiple deceased names may appear on one sign.
2. The City may approve applications for an additional memorial sign at an existing crash site under the following circumstances:
 - a. Additional name plaques can be attached to the existing sign installation; or
 - b. A second memorial sign can be installed across the roadway from the first sign installation so that the second sign installation faces the traffic approaching from the opposite direction.

H. Informal short-term memorials and anniversary memorials

1. The placement of informal memorials shall be allowed in the right-of-way for up to 14 days after an accident with the following conditions:
 - a. The memorial does not exceed three feet in height (except bicycles) and up to nine square feet in surface area and is contained in the right-of-way.
 - b. The memorial does not cause unsafe conditions for passing motorists, pedestrians or bicyclists or for people who are maintaining or visiting the memorial. At the sole discretion of the City, items may be rearranged or removed to improve safety.
 - c. Those visiting and/or maintaining the memorial comply with all other applicable laws.
 - d. No materials are placed on bridges over I-405.
 - e. Public Works Transportation Division is notified prior to installation.
2. At the end of the 14-day period, the City may remove any items from the memorial site.
3. The placement of an anniversary memorial shall be allowed in the right-of-way for up to seven days after each anniversary of the vehicle crash, for up to four years. At the end of the seven-day period, the City may remove any items from the memorial site.
4. Unattended candles shall not be allowed at memorial sites and may be immediately removed by the City.
5. Nothing in items 1 thru 4 shall prevent the City, at its sole discretion, from removing a memorial immediately in response to a threat to public safety.
6. Any durable materials removed by the City will be held for 45 days. At the end of this period if the materials have not been claimed they will be disposed of in accordance with procedures described in the Kirkland Municipal Code.

Schematic of Memorial Signs





Memorial Sign Permit Application

Public Works Department
Kirkland City Hall
123 Fifth Ave, Kirkland WA 98033

Open Monday-Friday, 8am-5pm
publicworks@kirklandwa.gov
Phone: 425.587.3800

Application Date: _____ Application No.: _____
(for City use only)

Applicant: _____

Address: _____

Contact Phone: _____

Email (optional): _____

* * * * *

Name of Deceased: _____
(As it should appear on sign)

Date of Accident: _____

Relationship to Deceased: _____
(Must be immediate family member or representative)

Location of Accident: _____

(Address, intersection, or distance and direction from intersection – must be within Kirkland city limits)

Wording Requested on Sign (Please select one.)

- ☐ Please Don't Drink and Drive. ☐ Please Drive safely. ☐ Watch for bicyclists.
☐ Seat belts save lives. ☐ Watch for pedestrians. ☐ Watch for motorcyclists.

REQUIRED INFORMATION

- ☐ Documentation establishing death as a result of a vehicle crash in Kirkland jurisdiction .
(The City, in its sole discretion, shall determine whether other information or documents provided in lieu of an accident report are sufficiently reliable.)
- ☐ Applicant requests to be present at time of sign installation. (Staff will make an effort to make arrangements with family, but City crew work scheduling may determine schedule if family availability is limited.)
- ☐ Applicant requests to pick up sign upon its removal from the roadway at the end of 5 years. (It will be the applicant's responsibility to promptly pick up sign once notified. If unable to contact, City will dispose of sign.)

Note: Once your application has been reviewed, a staff member from Public Works will contact you regarding your request (within 45 days of submittal). A \$400 (sign and plaque) or \$170 (plaque on existing sign) fee is due upon approval. Please call 425.587.3800 with any questions.

Requested Sign Location (attach map if available): _____

Signs will be installed in accordance with applicable City policies and standards for signs. This includes posts, hardware, materials, and positioning. Name plaques shall be installed directly below the sign.

Memorial signs shall be placed only in a City right-of-way, on the right side of the roadway, facing oncoming traffic. Signs will not be installed in the median of any City roadway.

See full policy for further details and regulations.

THIS FORM IS A PUBLIC RECORD



City Of Kenmore, Washington

MEMORANDUM

Date: June 19, 2014

To: Mayor and City Council
Rob Karlinsey, City Manager

From: Joanne Gregory, Finance and Administration Director *Joanne Gregory*

Re: Citizen Survey

At the City Council retreat held June 2, 2014, it was agreed among the City Council that a citizen survey would be constructed to obtain information about citizen interests on a range of key City issues including attitudes about revenue needs and support for increased funding for parks, transportation, and neighborhood pedestrian and traffic safety.

The results of the citizen survey would aid in the decision to utilize selected funding sources, such as debt or additional levy capacity, to address these issues.

EMC Research was identified as a potential provider of the citizen survey based on their experience over the last several years successfully conducting surveys for the City of Kirkland. EMC Research is a full service research firm, specializing in polling, focus groups, and public opinion research consulting.

A scope of service from EMC Research is attached for City Council review. The cost could be approximately \$15,300 to obtain the number of interviews needed to assure a desirable margin of error.

City Council is requested to provide direction to proceed (or not) with the survey and grant authority to the City Manager to execute a contract.

I:\Admin & Finance\BUDGET\2015-2016\Citizen Survey Staff Report.docx

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Suite 300M
Columbus, OH 43214
(614) 268-1660

610 SW Alder Street
Suite 521
Portland, OR 97205
(503) 444-6000

EMCresearch.com

TO: Joanne Gregory, City of Kenmore
FR: Dominick Martin, Andrew Thibault, EMC Research Inc.
RE: Opinion Research
DT: June 13th, 2014

Scope of Work: Telephone survey of 300 interviews at 10 or 12 minutes in length among registered voters in the City of Kenmore.

Timeline:

Questionnaire Development	Day 1-5
Data Collection	Day 6-14
Topline Results	Day 15
Crosstabs	Day 16
Report	Day 18

Note: This is a tentative schedule and can be adjusted to meet the client's needs.

Services Included: EMC's prices are all inclusive. For this telephone survey EMC will:

- develop the survey questionnaire in consultation with the client
- design and select a valid sample of respondents
- oversee interviewing and data collection
- produce topline results and cross-tabulations
- produce a report and analysis in the form of a PowerPoint presentation
- present results and attend/host briefings and meetings as necessary

Deliverables for this project include draft and final questionnaires; questionnaire with overall results (toplines); crosstabs; analysis report; presentations as requested.

Cost Options:

Telephone Survey (Includes Cell Phones)	M.o.E.	10 Minutes	12 Minutes
300 interviews	±5.7 points	\$13,600	\$15,300

If you have any questions regarding EMC Research or this Scope of Services, please feel free to contact Dominick Martin at (206) 204-8033; Dominick@emcresearch.com or Andrew Thibault at (206) 204-8031; Andrew@emcresearch.com

EMC Firm Profile

EMC Research has two decades of experience conducting opinion research for public sector clients, including cities, counties, school districts, library systems, public utilities, park districts, ports, and numerous public transportation agencies. We frequently contract with local public agencies to design and execute user surveys for agencies seeking to improve, promote or expand services; community surveys for governments interested in tracking customer satisfaction and priorities; and voter research to understand prevailing opinions about government agencies, their services, and prospective expansion options.

EMC has learned the unique challenges and requirements of conducting research for public agencies including presenting politically sensitive opinion research in a public setting, dealing with media inquiries, and meeting open records requirements. Our public agency clients return to EMC year after year because of this expertise.

When you hire EMC Research, you bring to the table a committed team of research and consulting professionals who will listen to your needs, design the best combination of research methods, collect reliable and accurate data, and synthesize research results into a product that is easy to understand and apply to further your strategic goals and initiatives. EMC Research stands out from other research firms in several key ways:

- **We're there when you need us.** We are committed to your success, and we pride ourselves on remaining accessible and responsive to our clients at all times. We provide direct service from an EMC Principal on every project.
- **We make complex research understandable.** We provide research as a service, not a product. Our goal is not just to conduct research but to provide you with actionable research-based recommendations and timely, relevant deliverables that help you achieve your goals.
- **We know what works.** We combine years of practical experience with an in-depth academic understanding of the science of research. We've conducted thousands of research projects using every imaginable research methodology. This ensures that the methodology and analysis employed on each and every project is scientifically sound and practical.
- **We start at the beginning.** Every step of the research process is important because each step builds on the last. But the first step, framing and focus, is critical to designing a research program that meets your needs. We start each project by working with you to clearly and completely define your overall goals and how (and if) those goals can best be served by research. We will tell you if research is the wrong answer at the moment.
- **We sweat the details.** EMC analysts provide hands-on service on every project, and we pay close attention to the crucial behind-the-scenes details that aren't visible in the end product. The team you see in meetings is the team that develops voter turnout models to ensure the most accurate sample, monitors phone interviewers to assure quality control, and crunches the numbers on your project.
- **We know what it's like.** We're a small business run by people with direct campaign experience - we know and appreciate the budget and timeline constraints that all of our clients face. Our experience allows us to recommend the best research program to meet your budget and timeline while getting you the information you need.

